



City Council Regular Meeting

Monday, November 7, 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 Monday, November 7, 2022, immediately following the Public Housing Authority Commission meeting at 6:00 p.m., in the Chandler City Council Chambers, 88 E. Chicago Street, Chandler, Arizona. One or more members of the Chandler City Council may attend this meeting by telephone.

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

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



Regular Meeting Agenda

City Council Strategic Framework Focus Areas: Legend



Economic Vitality



Mobility



Quality of Life



Innovation and Technology



Neighborhoods



General Governance

Call to Order

Roll Call

Invocation - Pastor Randy Hernandez, Tri-City Baptist Church of Chandler

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. **October 2022 Council Meeting Minutes**

Move City Council approve the Council Meeting minutes of the Regular Meeting of October 24, 2022; Study Session of October 24, 2022; Work Session of October 24, 2022; and the Regular Meeting of October 27, 2022.



Cultural Development

2. **Final Adoption of Ordinance No. 5036, Adopting the Provisions of a Development Agreement and Purchase Agreement with One Chandler Owner, LLC, for the Sale and Redevelopment of City-owned Real Property Located at the Northeast Corner of Arizona Avenue and Buffalo Street, Known as “Site 7” in Chandler**

Move City Council adopt Ordinance No. 5036, adopting the provisions of a development agreement and purchase agreement between One Chandler Owner, LLC, and the City of Chandler for the sale and redevelopment of City-owned real property located at the northeast corner of Arizona Avenue and Buffalo Street, known as “Site 7” in Chandler, Arizona, and authorizing the City Manager to sign all related documents as approved by the City Attorney.


Council Focus Area(s):   



Fire Department

3. **Final Adoption of Ordinance No. 5032 Amending the Code of the City of Chandler Chapter 28, Section 23, Relating to Explosives and Fireworks**

Move that City Council adopt Ordinance No. 5032, amending the Code of the City of Chandler, Chapter 28 Fire Prevention, by amending Section 28-23 relating to Explosives and Fireworks; Providing for Repeal of Conflicting Ordinances; Providing for Severability and Establishing an Effective Date.


Council Focus Area(s): 



Management Services

4. **Final Adoption of Ordinance No. 5030 Amending the Code of the City of Chandler, Chapter 3, Management Services Department-Finance and Procurement, by Amending Sections 3-8 Through 3-17, Providing for an Effective Date, Providing for the Repeal of Conflicting Ordinances, and Providing for Severability**

Move City Council final adopt Ordinance No. 5030, amending the Code of the City of Chandler, Chapter 3, Management Services Department-Finance and Procurement, by amending Sections 3-8 through 3-17, providing for an effective date, providing for the repeal of conflicting ordinances, and providing for severability.


Council Focus Area(s): 



Public Works and Utilities

5. **Final Adoption of Ordinance No. 5031 Authorizing a Portion of the West Side of Cooper Road North of Queen Creek Road be Vacated and Conveyed to the Abutting Property Owner**

Move City Council approve the final adoption of Ordinance No. 5031 authorizing a portion of the west side of Cooper Road north of Queen Creek Road be vacated and conveyed to the abutting property owner.

Council Focus Area(s): 

Discussion

6. **Briefing and Discussion Regarding Police Department Staffing and Recent Hires, as Requested by Councilmember Harris**
7. **Briefing from the Fire Department Regarding Data on COVID-19, the Flu, and the Bird Flu, as Requested by Councilmember Harris**

Adjourn



City Council Memorandum City Clerk's Office Memo No. N/A

Date: November 7, 2022
To: Mayor and Council
From: Dana DeLong, City Clerk
Subject: October 2022 Council Meeting Minutes

Proposed Motion:

Move City Council approve the Council Meeting minutes of the Regular Meeting of October 24, 2022; Study Session of October 24, 2022; Work Session of October 24, 2022; and the Regular Meeting of October 27, 2022.

Attachments

Minutes of the Regular Meeting of October 24, 2022
Minutes of the Study Session Meeting of October 24, 2022
Minutes of the Work Session of October 24, 2022
Minutes of the Regular Meeting of October 27, 2022

Meeting Minutes

City Council Regular Meeting

October 24, 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 6:10 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

Invocation

The invocation was given by Rabbi Mendi Deitsch, Pollack Chabad Center for Jewish Life.

Pledge of Allegiance

The Pledge of Allegiance was led by Scout Troop 285.

Consent Agenda and Discussion

City Clerk

1. September 2022 Council Meeting Minutes
Move City Council approve the Council Meeting minutes of the Special Meeting of September 12, 2022; Work Session of September 19, 2022; Regular Meeting of September 19, 2022; Study Session of September 19, 2022; Work Session of September 22, 2022; and the Regular Meeting of September 22, 2022.

Development Services

2. Final Adoption of Ordinance No. 5024, ANX21-0009, Annexation of approximately 40.2 acres at the Northeast corner of McQueen Road and Hunt Highway
Move City Council adopt Ordinance No. 5024 approving annexation ANX21-0009 Northeast corner McQueen Road and Hunt Highway, as recommended by Planning staff.
3. Final Adoption of Ordinance No. 5025, Rezoning PLH21-0088 Earnhardt Ranch, located at the northeast corner of McQueen Road and Hunt Highway
Rezoning
Move City Council adopt Ordinance No. 5025 approving PLH21-0088 Earnhardt Ranch, Rezoning from AG-1 to PAD for single-family residential, subject to the conditions as recommended by Planning and Zoning Commission.
4. Final Adoption of Ordinance No. 5027, Rezoning, PLH21-0095 Brake Masters at Mesquite Grove, Located at the Northeast Corner of Riggs and Gilbert Road
Rezoning
Move City Council adopt Ordinance No. 5027 approving PLH21-0095 Brake Masters at Mesquite Grove, Rezoning from PAD for C-1 uses to PAD for C-1 uses and motor vehicle repairs, subject to the conditions as recommended by Planning and Zoning Commission.
5. Final Adoption of Ordinance No. 5028, PLH22-0029 GB Investments, Rezoning from Planned Area Development (PAD) for Commercial Uses to Planned Industrial (I-1), Located at the Southwest Corner of Chandler Boulevard and 56th Street
Move City Council adopt Ordinance No. 5028 approving PLH22-0029 GB Investments, rezoning from Planned Area Development (PAD) for commercial uses to Planned Industrial (I-1), subject to the conditions as recommended by Planning and Zoning Commission.
6. Final Adoption of Ordinance No. 5029, Annexation of Chandler Heights Road Right-of-Way between Val Vista Drive and 148th Street of Approximately 3.3 acres from the Town of Gilbert
Move City Council adopt Ordinance No. 5029 approving ANX22-0005 Annexation of Chandler Heights Road Right-of-Way between Val Vista Drive and 148th Street, as recommended by Planning staff.

Public Works and Utilities

7. Final Adoption of Ordinance No. 5023 Granting an Easement at City of Chandler Water Reclamation Facilities, Located on Old Price Road South of Queen Creek Road, to Salt River Project Agricultural Improvement and Power District
Move City Council approve final adoption of Ordinance No. 5023 granting an easement at City of Chandler Water Reclamation Facilities to SRP for high voltage aerial and pole facilities.

Consent Agenda Motion and Vote

Vice Mayor Roe moved to approve the Consent Agenda of the October 24, 2022, Regular City Council Meeting; Seconded by Councilmember Stewart.

Motion carried unanimously (7-0).

Adjourn

The meeting was adjourned at 6:15 p.m.

ATTEST: _____
City Clerk Mayor

Approval Date of Minutes: November 7, 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 24th day of October 2022. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of November, 2022.

City Clerk

Meeting Minutes

City Council Study Session

October 24, 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 6:15 p.m.

Roll Call

Council Attendance

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

Appointee Attendance

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

Scheduled Public Appearances

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

1. Retirement Recognition

Michael Dickerson – 15 Years, Community Services

2. Service Recognitions

Denisse Ruiz – 15 Years, Human Resources
Kristen Rogers – 15 Years, Police
Ashley Nolan – 15 Years, Police
Jason Schouten – 20 Years, Police
Zachary Cumcard – 20 Years, Police
Dean Hannula – 25 Years, Cultural Development
Loretta Colson – 15 Years, Community Services

3. Proclamation – AZ Cities and Towns Week

MAYOR HARTKE read the proclamation and invited Tom Belshe, League of Arizona Cities and Towns Executive Director, to accept.

MR. BELSHE thanked Council, City staff, and the citizens of Chandler for being an excellent example and thanked Chandler for being a part of the organization.

4. Proclamation – Cyber Security Awareness Month

COUNCILMEMBER ORLANDO read the proclamation and invited Owen Zorge, IT Chief Information Security Officer, and Mitchell Robinson, IT Security Administrator to accept.

MR. ZORGE thanked Mayor and Council for the proclamation; cybersecurity is a team sport and everyone's responsibility.

MR. ROBINSON thanked City staff for keeping us safe and keeping staying safe online.

5. Recognition – National BMX Champion, Liam Bowersox

MAYOR HARTKE recognized Liam Bowersox, winner of USA BMX freestyle competitions and National Amateur Champion.

6. Recognition – Educator of the Year Rachna Nath, Arizona College Preparatory High School

MAYOR HARTKE recognized Rachna Nath, Educator of the Year at Arizona College Preparatory High School.

MS. NATH thanked Mayor and Council.

7. Recognition – 2021 Certificate of Achievement for Excellence in Financial Reporting

DAWN LANG, Deputy City Manager, Chief Financial Officer, recognized Kristi Smith, Financial Services Officer; Tracy Schmidt, Accounting Supervisor; Robert Steele, Accounting Supervisor; Joanne Chang, Senior Accountant; and the accounting division for their 2021 annual comprehensive financial report, receiving the Excellence in Financial Reporting for the fortieth year.

8. Recognition - National Association of Telecommunications Officers and Advisors (NATOA) Awards

MAYOR HARTKE recognized Julie Carpenter, Video Production Specialist; and Courtney Randolph, Video Productions Specialist; and the rest of the video team. The National Association of Telecommunications Officers and Advisors has awarded three awards: excellence in video production, awards of distinction for Chandler Changemakers video and what is a bond election videos.

MS. CARPENTER said they competed against other large cities across the country. Our stories are great ways to highlight what makes Chandler unique.

MS. RANDOLPH said they are very proud of what they have accomplished, especially with the bond election video.

9. Carl Hurst - Water Use and Water Conservation Concerns

CARL HURST, 9304 E. Arrow Vale Drive, Sun Lakes spoke about relandscaped medians on Riggs and Arizona Ave with sculptures. Now with the use of plants in street medians, there is required water use and upkeep. It seems like plants are overplanted in landscaping.

MAYOR HARTKE said we work hard to conserve water and take it seriously and asked to hear back from staff about this issue. We are looking for more ways for saving water.

COUNCILMEMBER HARRIS asked the City Manager about Chandler's xeriscape program.

JOSH WRIGHT, City Manager, said that we would share information about the xeriscape program.

10. Taha Hussein - Chandler Police Misconduct

TAHA HUSSEIN, 1736 E. Frye Road, Chandler spoke about an incident involving Chandler Police. Mr. Hussein asked for this to be investigated.

COUNCILMEMBER STEWART asked to review the footage of this event and asked City Manager to review this information with Council.

Consent Agenda and Discussion

Discussion was held on items 6, 8, 9, 15, 33, and 54

City Clerk

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

City Manager

2. Resolution No. 5634 Approving an Agreement between the Maricopa Association of Governments (MAG) and the City of Chandler for the Chandler Protected Bike Lanes Study
Move City Council pass and adopt Resolution No. 5634 approving an agreement between the Maricopa Association of Governments (MAG) and the City of Chandler for the Chandler Protected Bike Lanes Study, with a local match not to exceed \$4,560.
3. Resolution No. 5635 Authorizing the Execution of a License Agreement with Salt River Project (SRP) for Access to the Consolidated Canal for the Maintenance and Operation of the Paseo Trail

Move City Council pass and adopt Resolution No. 5635 authorizing the execution of a license agreement with Salt River Project (SRP), granting the City continued access to the Consolidated Canal for the maintenance and operation of the Paseo Trail.

4. Resolution No. 5636 Authorizing the Execution of a License Agreement with Salt River Project (SRP), for Access to the Lateral 9.5 Canal for the Maintenance and Operation of the Western Canal Trail

Move City Council pass and adopt Resolution No. 5636 authorizing the execution of a license agreement with Salt River Project (SRP), granting the City continued access to the Lateral 9.5 Canal for the maintenance and operation of the Western Canal Trail.

Community Services

5. Pre-Construction Services Agreement, Construction Manager at Risk Project No. PR2106.251, with Hunter Contracting Co., for the Tumbleweed Park Softball & Baseball Complex

Move City Council Award Pre-Construction Services Agreement, Construction Manager at Risk Project No. PR2106.251, to Hunter Contracting Co., for the Tumbleweed Park Softball & Baseball Complex, in an amount not to exceed \$137,052.32.

Cultural Development

6. Introduction of Ordinance No. 5036, Adopting the Provisions of a Development Agreement and Purchase Agreement with One Chandler Owner, LLC, for the Sale and Redevelopment of City-owned Real Property Located at the Northeast Corner of Arizona Avenue and Buffalo Street, Known as "Site 7" in Chandler

Move City Council introduce and tentatively adopt Ordinance No. 5036, adopting the provisions of a development agreement and purchase agreement between One Chandler Owner, LLC, and the City of Chandler for the sale and redevelopment of City-owned real property located at the northeast corner of Arizona Avenue and Buffalo Street, known as "Site 7" in Chandler, Arizona, and authorizing the City Manager to sign all related documents as approved by the City Attorney.

JOHN OWENS, Downtown Redevelopment Specialist, presented.

- Site 7 Development Agreement City Council Study Session | October 24, 2022
- Site 7 Background
 - Council Direction to staff over past 20 years has been a preference for unified development of block
 - August 2022 – City Council directed staff to begin negotiations of a development agreement with Jackson Dearborn Partners and the City of Chandler
- Original Project
 - Only on private parcels
 - Multifamily – 126 Units
 - 3,440 SF Ground-Floor Commercial

- Current Project with Site 7
 - Multifamily – 290 Units
 - 13,000 SF Office
 - 16,000 SF Ground Floor Commercial
- Development Agreement Details
 - Sale Price of \$2.94 million (Appraised Value)
 - No incentives
 - Buyback provision is Jackson Dearborn Partners is unable to fulfill agreement
 - Construction Commencement within 24 months of effective date of agreement
 - Construction completion within 54 months of effective date of agreement
- Questions?

COUNCILMEMBER ORLANDO commented that this land use has been in the works for 20 years. Councilmember Orlando thanked Council and staff for making sure there are retail and office elements in this design, to look at it for what is in it for the City.

COUNCILMEMBER STEWART asked for some background on the timeline of this project.

MR. OWENS said that these projects take lots of time in the planning process, purchasing and planning and zoning take their time to review. We are confident that they are excited to get this deal done and get going.

Development Services

7. Construction Agreement No. ST2012.401 with CS Construction, Inc., for the Chandler Arterial Congestion Monitoring
Move City Council award Construction Agreement No. ST2012.401 to CS Construction, Inc., for the Chandler Arterial Congestion Monitoring, in an amount not to exceed \$1,312,469.
8. Preliminary Plat PLT22-0013, Chandler Airport Business Center, Located at the Northwest Corner of Queen Creek and Cooper Roads
Move City Council approve Preliminary Plat PLT22-0013, Chandler Airport Business Center, located at the northwest corner of Queen Creek and Cooper Roads, as recommended by Planning and Zoning Commission.

COUNCILMEMBER ORLANDO requested more information be added to these types of items to provide more details for reference.

9. Preliminary Plat, PLT22-0020 Woodspring Suites and Everhome Suites Preliminary Plat, Located West of the Northwest Corner of Willis and Price Roads
Move City Council approve PLT22-0020 Woodspring Suites and Everhome Suites, as recommended by Planning and Zoning Commission.

10. Final Plat PLT22-0002 McKinley Glenn
Move City Council approve Final Plat PLT22-0002 McKinley Glenn, located east of the southeast corner of Chandler Heights and Cooper Roads, as recommended by staff.

Facilities and Fleet

11. Agreement No. BF2-910-4446 Electrical Maintenance, Repair, and Installation Services
Move City Council approve increasing the spending limit for Agreement No. BF2-910-4446, with Corbins Services Electric; DECA Southwest; Hampton Tedder Technical Services; Hawkeye Electric, Inc.; K2 Electric, LLC; and Swain Electric, Inc., for electrical maintenance, repair, and installation services, by \$250,000, for a revised amount not to exceed \$1,800,000, for the current term ending March 31, 2023.
12. Purchase of Generators and Related Equipment for Police Department Main Station
Move City Council approve the purchase of two (2) generators and related equipment, from The SJ Anderson Company, utilizing the State of Arizona Contract No. ADSP017-174290, in the amount of \$1,440,876, and authorize a transfer from General Fund Contingency in the amount of \$1,175,495.
13. Purchase of Maintenance, Repairs and Purchase of Bay Doors, Locking Systems, Door Hardware, and Operable Walls
Move City Council approve the utilization of cooperative contract No. 21H-DHP-0917, with Mohave Educational Services, for maintenance, repairs and purchase of bay doors, locking systems, door hardware, and operable walls, from DH Pace Company, Inc., increasing the spending limit by \$30,000, for a revised amount not to exceed \$156,764.
14. Purchase of Doors, Locking Systems, Door Hardware and Operable Walls
Move that City Council approve the purchase of doors, locking systems, door hardware and operable walls, from C&I Show Hardware, utilizing State of Arizona Contract No. CTR047674, in an amount not to exceed \$272,791.

Fire Department

15. Introduction of Ordinance No. 5032 Amending the Code of the City of Chandler Chapter 28, Section 23, Relating to Explosives and Fireworks
Move that City Council introduce and tentatively adopt Ordinance No. 5032, amending the Code of the City of Chandler, Chapter 28 Fire Prevention, by amending Section 28-23 relating to Explosives and Fireworks; Providing for Repeal of Conflicting Ordinances; Providing for Severability and Establishing an Effective Date.

THOMAS DWIGGINS, Fire Chief, presented on the item. This item is an amendment to the current fireworks ordinance. There are two specific changes: the first is in response to Arizona Senate Bill 1275, passed into law earlier this year. This state law restricts the use of all consumer-based fireworks on all authorized days from 11 p.m. to 8 a.m., except on Fourth of July and New Year's

Eve where the restriction is through 1 a.m. to 8 a.m. The second change allows for the sale and use of consumer-based fireworks for the celebration of Diwali. Consumer-based fireworks can be sold two days prior to Diwali through the third day of Diwali. Fireworks may be used on the second and third days of Diwali. Both changes make us in line with state law.

MAYOR HARTKE wished everyone a happy Diwali. This was brought up in part to let residents know that they might hear fireworks around town during the celebration of Diwali. The use would be restricted from 11 p.m. to 8 a.m. Mayor Hartke reiterated that explosive fireworks are still illegal for personal use.

CHIEF DWIGGINS affirmed that explosive fireworks are still illegal for personal use. Consumer-based fireworks are regulated and are allowed during these days.

MAYOR HARTKE said this amendment defines the parameters of firework use clearly and gives relief to veterans and our pets.

COUNCILMEMBER STEWART commented that including other holidays that our community celebrates is important. Councilmember Stewart requested to draft an amendment to include other cultural holidays at the limited times as proposed.

MAYOR HARTKE asked that this amendment be separate from this item.

COUNCILMEMBER STEWART asked if additional language could be added to Thursday's agenda for this item.

MAYOR HARTKE said there is more work to be done before placing it on Thursday's agenda, there is more to consider. Mayor Hartke asked that this item be voted on as is, as this needs to begin before December.

COUNCILMEMBER ORLANDO agreed it was important to vote on this item this week, we can come back and take a further look into expansion of this firework allowance.

COUNCILMEMBER LOPEZ said this item is to make city code compliant with current changes of state statutes.

CHIEF DWIGGINS said that was correct, this item will put us in alignment with state law.

COUNCILMEMBER LOPEZ said there are special permits to celebrate at other times. There also may be state statute limitations on firework usage that we may not be able to regulate beyond.

COUNCILMEMBER STEWART said we added our own piece on top of state law, which is the allowance of fireworks for Diwali. Other holidays should be recognized with this same permission.

COUNCILMEMBER HARRIS agreed with including other holidays, to add an amendment all in one. Councilmember Harris mentioned that tabling this item and working to include other allowance for holidays may be a way to move forward.

COUNCILMEMBER ELLIS said we are trying to move forward with this item; if we want to proceed with additions, we can come back to it with more research in the future.

COUNCILMEMBER STEWART asked if this could be added to the next agenda, to be discussed and voted on at the next council meeting.

MR. WRIGHT said the next agenda will be in two weeks. If there is a consensus to move forward with additional holidays for consideration, we can bring that up in the future. Additional discussion in a work session or subcommittee will take more time before placing an item on the agenda.

MAYOR HARTKE asked if we could add this proposed amendment for other holidays in December.

COUNCILMEMBER STEWART said that this should be a quick add, adding in other holidays to the code for the sake of equity.

COUNCILMEMBER ORLANDO asked how many more holidays would be added, what the impact on emergency services would be, the impact on residents, the impacts on pets. We would have to think about these questions and give them consideration before moving forward.

COUNCILMEMBER HARRIS said that we should consider everything all at the same time.

MAYOR HARTKE asked to move this current item forward for the purpose of putting the time limits for fireworks in place, especially for application to upcoming Christmas and New Year's holidays.

KELLY SCHWAB, City Attorney, said the state legislature has preempted this area, there are certain times of the year where the city cannot prohibit consumer fireworks. At the last legislative session, the state legislature added Diwali as one of the holidays recognized in the fireworks allowance. This was not set by the City, but by the state. Ms. Schwab expressed concern with proposing an amendment at Thursday's meeting to expand holiday recognition, as this is something we would need to provide advance notice to the community for. The only notice provided has been for the Diwali holiday exception and changing the hours.

COUNCILMEMBER HARRIS requested to table this item on Thursday, Two weeks should be sufficient to determine what would need to be added before the next agenda. Councilmember Harris asked if we can we schedule this to go into effect before the end of the year and also incorporate requested additions.

MAYOR HARTKE asked about the timeline of this current item.

MS. SCHWAB said the introduction of this ordinance will be on Thursday, and then it would be brought back for a final vote at the next regular council meeting. It takes two meetings to pass.

COUNCILMEMBER LOPEZ asked if not passing this ordinance will make Chandler out of compliance with state statutes, allowing fireworks displays that are unrestricted.

MS. SCHWAB said the state law gives authority to the cities to regulate fireworks usage. The state law authorizes cities and towns to regulate permissible consumer firework usage from 11 p.m. to 8 a.m. except New Year's Eve and Fourth of July. If this item is not approved by council, the longer times in our code will remain in effect.

COUNCILMEMBER LOPEZ followed up that this item would just be Chandler regulating the times of firework usage that the state of Arizona has allowed.

MS. SCHWAB confirmed that was correct.

MAYOR HARTKE asked if a motion to continue this item would be made tonight at the study session or on Thursday.

MS. SCHWAB recommended that any action to vote or continue would be taken on Thursday.

MAYOR HARTKE instructed that Council talk to councilmembers and make any motions on Thursday. Any amendments can be made then.

MS. SCHWAB said that is correct; however, if amendments will be made, then the item should be tabled and brought back later to give the public adequate notice.

COUNCILMEMBER STEWART asked if we could make the amendment on Thursday without giving notice.

MS. SCHWAB answered that the current notice to the public on this item is only regarding the hours change and Diwali. If Council were to expand on this item, notice would need to be provided to the public in order to comply with Open Meeting Law.

COUNCILMEMBER HARRIS asked for clarification on public notice.

MS. SCHWAB responded that Open Meeting Law requires that when there is an item on the agenda that we provide sufficient notice to the public, that they know what the council is considering for action. Notice must be given at a minimum of 24 hours excluding Sundays. Ms.

Schwab recommended more information to the public if this additional amendment were to be brought forth.

MAYOR HARTKE added that he hoped this item would pass and be in effect before Christmas to be in alignment with state statute. It is difficult to not move forward because of promises made to constituents.

COUNCILMEMBER STEWART said the intent of an amendment is to not deviate from these modifications. The intention is to add additional cultural holidays not covered in state statute updates. These would observe the prohibited times of 11 p.m. to 8 a.m. There may be a challenge to public safety, but that is their responsibility. This will be good for the community. Councilmember Stewart asked to be sure that there is a date to discuss adding holidays to the fireworks code.

MAYOR HARTKE asked City Manager to set up a conversation regarding adding additional holidays as soon as possible.

MR. WRIGHT said yes.

COUNCILMEMBER HARRIS commented that the state statute did not include other cultural holidays. Councilmember Harris asked about the expected timeline of this additional amendment.

MR. WRIGHT said we will work as quickly as possible at the direction and clarification of Council.

COUNCILMEMBER HARRIS asked if a new amendment would start the approval process over again.

MS. SCHWAB answered that if the ordinance is changed between the introduction and final action, the process would have to start over, as required by charter.

COUNCILMEMBER HARRIS commented that to redo this, we would have to start over.

MS. SCHWAB said that we can either proceed with this amendment and then do a separate ordinance at the direction of Council later, or add changes to this amendment, either one would redo the process. It will take time either way it is accomplished.

COUNCILMEMBER HARRIS summarized that either way it is accomplished should be done.

MAYOR HARTKE asked if this current item were introduced on Thursday, if it would be up for final adoption on Monday, November 7.

MR. WRIGHT confirmed.

MAYOR HARTKE said there is still time to work on this.

COUNCILMEMBER STEWART thanked staff.

16. Resolution No. 5632 Authorizing a Grant Agreement with the Arizona Department of Homeland Security
Move City Council pass and adopt Resolution No. 5632, authorizing the City to enter into a Grant Agreement with the Arizona Department of Homeland Security (AZDOHS) for the Community Emergency Response Team (CERT) Training, in the amount of \$9,000, and authorizing the Fire Chief to implement the provisions of the agreement.
17. Resolution No. 5633 Authorizing a Grant Agreement with the Arizona Department of Homeland Security for the 2022 Urban Area Security Initiative (UASI) Enhanced Rapid Response Fire Teams, for Equipment and Training, in the Amount of \$85,000
Move that City Council pass and adopt Resolution No. 5633, authorizing the City of Chandler to enter into a Grant Agreement with the Arizona Department of Homeland Security (AZDOHS) for the Urban Area Security Initiative (UASI) Enhanced Rapid Response Fire Teams, for equipment and training in the amount of \$85,000, and authorizing the Fire Chief to implement provisions of the agreement.
18. Agreement No. FD3-200-4486, with 030530 Uniforms, LLC, dba Ace Uniforms of Phoenix, for Fire Uniforms
Move City Council approve Agreement No. FD3-200-4486, with 030530 Uniforms, LLC, dba Ace Uniforms of Phoenix, for fire uniforms, in an amount not to exceed \$200,000, for the period of one year, beginning November 1, 2022, through October 31, 2023.
19. Purchase of First Responder Screening Program Services
Move City Council approve the purchase of first responder screening program services, from Vincere Physicians Group, PLLC, dba Vincere Cancer Center, utilizing the City of Glendale Contract No. C21-1209, in an amount not to exceed \$1,059,740, for the term of October 28, 2022, through May 31, 2024; authorize the City Manager to sign a linking agreement with Vincere Physicians Group, PLLC, dba Vincere Cancer Center; and authorize an appropriation transfer of \$96,340 from the Non Departmental cost center, Contingency account, to the Fire Administration cost center.

Human Resources

20. Agreement No. HR2-948-4495, with TRISTAR Benefits Administrators, Inc., for Short Term Disability and Family Medical Leave Act Administration
Move City Council approve Agreement No. HR2-948-4495, with TRISTAR Benefits Administrators, Inc., for short term disability and Family Medical Leave Act administration,

in an amount not to exceed \$75,000, for the period of two years, beginning January 1, 2023, through December 31, 2024.

21. Agreement No. 4046, Calendar Year 2023 Amendment, with Anthem Life Insurance Company, for Public Safety Personnel Long-Term Disability Insurance
Move City Council approve Agreement No. 4046, Calendar Year 2023 Amendment, with Anthem Life Insurance Company, for public safety personnel long-term disability insurance, in an amount not to exceed \$200,000, for the period of one year, beginning January 1, 2023, through December 31, 2023, and authorize the City Manager or designee to extend the Agreement for an additional year beginning January 1, 2024, through December 31, 2024 (CY2024), subject to the same terms and conditions.
22. Agreement No. HR0-918-4163, Amendment No. 2, with Flexible Benefit Administrators, Inc., for Flexible Spending Account Administration
Move City Council approve Agreement No. HR0-918-4163, Amendment No. 2, with Flexible Benefit Administrators, Inc., for flexible spending account and COBRA administration, in an amount not to exceed \$24,000, for the period of one year, beginning January 1, 2023, through December 31, 2023.
23. Agreement No. 3111, Calendar Year 2023 Amendment, with International City Management Association Retirement Corporation (ICMA-RC), dba MissionSquare Retirement, for 457(b) Deferred Compensation Retirement Plan Administrative Services
Move City Council approve Agreement No. 3111, Calendar Year 2023 Amendment, with International City Management Association Retirement Corporation (ICMA-RC), dba MissionSquare Retirement, for 457(b) Deferred Compensation Retirement Plan and Retirement Health Savings Plan administrative services, for the period of one year, beginning January 1, 2023, through December 31, 2023.
24. Agreement No. HR2-948-4453, with Blue Cross Blue Shield of Arizona, for Group Medical and Pharmacy Program Administration
Move City Council approve Agreement No. HR2-948-4453, with Blue Cross Blue Shield of Arizona, for Group Medical and Pharmacy Program Administration, in an amount not to exceed \$2,190,000 per year, for the period of two years, beginning January 1, 2023, through December 31, 2024, with the option of up to three two-year extensions.

Information Technology

25. Agreement No. 4526 for Annual Application Support Services
Move City Council approve Agreement No. 4526, with Neudesic, LLC, for annual application support services, in the amount of \$156,000, for a one-year term, beginning July 1, 2022, through June 30, 2023, with the option of up to four one-year extensions.

26. Agreement No. IT9-208-4034, Amendment No. 3, with CCG Systems, Inc., DBA FASTER Asset Solutions, for the Fleet Management System
Move City Council approve Agreement No. IT9-208-4034, Amendment No. 3, with CCG Systems, Inc., DBA FASTER Asset Solutions, for the fleet management system, in the amount of \$78,251.00, for the period of one year, beginning September 30, 2022, through September 29, 2023.
27. Agreement No. 4409, Amendment No. 1, with NST Technologies, Inc., for Information Technology Consulting Services
Move City Council approve Agreement No. 4409, Amendment No. 1, with NST Technologies, Inc., for Information Technology consulting services, in an amount not to exceed \$300,000, for a period of one year, beginning October 15, 2022, through October 14, 2023.

Management Services

28. Introduction of Ordinance No. 5030 Amending the Code of the City of Chandler, Chapter 3, Management Services Department-Finance and Procurement, by Amending Sections 3-8 Through 3-17, Providing for an Effective Date, Providing for the Repeal of Conflicting Ordinances, and Providing for Severability
Move City Council introduce and tentatively adopt Ordinance No. 5030, amending the Code of the City of Chandler, Chapter 3, Management Services Department-Finance and Procurement, by amending Sections 3-8 through 3-17, providing for an effective date, providing for the repeal of conflicting ordinances, and providing for severability.
29. Resolution No. 5631 Approving an Intergovernmental Agreement Between the Salt River Pima-Maricopa Indian Community and the City of Chandler for the Distribution of a Pass-Through Indian Gaming Revenue Sharing Grant in the Amount of \$50,000 to Dignity Health Foundation-East Valley
Move City Council pass and adopt Resolution No. 5631 approving an intergovernmental agreement between the Salt River Pima-Maricopa Indian Community and the City of Chandler for the distribution of a pass-through Indian gaming revenue sharing grant in the amount of \$50,000 to Dignity Health Foundation-East Valley; and authorizing submission of a related pass-through grant application for creating a more equitable program to provide medication and durable medical equipment for underserved patients served by hospitals in the East Valley.
30. Agreement No. 4533, with Greenberg Traurig, LLP, for Bond Counsel Services
Move City Council approve Agreement No. 4533, with Greenberg Traurig, LLP, for bond counsel services, for the period of October 1, 2022, through September 30, 2027.
31. New License Series 7, Beer and Wine Bar Liquor License application for EJG Group II, LLC, DBA Maple House

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 207765, a Series 7, Beer and Wine Bar Liquor License, for Jared Michael Repinski, Agent, EJG Group II, LLC, DBA Maple House, located at 198 W. Boston Street, and approval of the City of Chandler, Series 7, Beer and Wine Bar Liquor License No. 304098.

32. New License Series 7, Beer and Wine Bar Liquor License application for GSBP Phoenix, LLC, DBA Game Show Battle Rooms Phoenix

Move for recommendation to the State Department of Liquor Licenses and Control for approval of State Liquor Job No. A1138912, a Series 7, Beer & Wine Bar Liquor License, for William Frederick Allison, Agent, GSBP Phoenix, LLC, dba Game Show Battle Rooms Phoenix, located at 6909 W. Ray Road, Suite 29, and approval of the City of Chandler, Series 7, Beer & Wine Bar Liquor License No. 304106.

Neighborhood Resources

33. Resolution No. 5640 Approving the Development Agreement Between the City of Chandler and Gorman and Company, LLC, Relating to Real Property Located South of the Southeast Corner of McQueen Road and Chandler Boulevard

Move City Council pass and adopt Resolution No. 5640 approving the Development Agreement between the City of Chandler and Gorman and Company, LLC, relating to real property located south of the southeast corner of McQueen Road and Chandler Boulevard; directing the City Manager to give specific considerations to Villas on McQueen applicants belonging to special populations such as seniors, persons with disabilities and veterans; and directing the City Manager to pursue the highest and best use of Chandler public housing sites, including site 3 (located at 73 S. Hamilton St.), with specific consideration for special populations such as seniors, persons with disabilities and veterans.

LEAH POWELL, Neighborhood Resources Director, and AMY JACOBSON, Housing and Redevelopment Manager, presented on this item.

- Public Housing Repositioning City Council Study Session October 24, 2022
- Agenda
 - Public Housing Inventory and Demographics
 - Villas on McQueen
 - Development Agreement with Gorman & Company
- 2020-2025 Housing and Redevelopment Strategic Plan
 - Adopted by PHAC on August 24, 2020
 - Deliver higher quality of affordable housing
 - Reduce reliance on federal funding
 - Promote self-sufficiency and asset development of families and individuals.
- Demographics
 - Chandler Public Housing Demographics
 - Chandler has over 26,000 households that are below 80% Area Medium Income (AMI)

- Earning less than \$70,650 (4 persons in family)
- Chandler PHA houses over 1,000 people in public housing
- 79% of Households are Single Parents
- 24% of Households are Seniors
- 21% of Households are Disabled
- Repositioning Public Housing
 - Guiding Principles and Feasibility
 - Redesign Aged Public Housing
 - Leverage Current City Owned Land Inventory
 - Reduce Relocation of Residents
 - Increase Senior Housing Inventory
 - Increase Housing Choice Mobility
 - Create Public/Private Partnership
 - Comply with General Plan and Area Plan
 - Create Synergy and Resident Involvement
- Other Housing Requirements
 - Resident Selection Policies: Owner can adopt considerations such as seniors, which permits applicants to be selected from waiting list and housed before other eligible families
 - Eligibility Standards: Must be income eligible, suitability for tenancy, and size and type of unit needed
 - Criminal Background Checks: Conducted for each family member over 18 years of age
 - U.S. Citizenship: Verified, and housing assistance is available only to individuals who are U.S. citizens, U.S. nationals, or noncitizens that have eligible immigration status

COUNCILMEMBER ORLANDO asked what noncitizens with eligible immigration status means.

MS. JACOBSON answered that we look to see if they are noncitizens with an eligible immigration status; if they are eligible to work here. If they are eligible for immigration, they are eligible for housing.

COUNCILMEMBER ORLANDO asked about those with green cards or who are in the process of getting their citizenship. Illegal noncitizens are not permitted to reside in these public housing projects.

MS. JACOBSON affirmed that the requirements for eligible and legal immigration status are in effect.

MS. JACOBSON continued the presentation.

- Villas on McQueen
 - Project Highlights

- Located McQueen and Chandler Blvd. – Approx. 5 acres
- New Construction
- Approx. 157 Units (one, two-, three-, four- and five-bedroom units)
- Family and Preference for Seniors
 - 22 units for current housed seniors and
 - 28 additional seniors (total 50 units for seniors)
- Resident Community Centers and Multigenerational Amenities
- Major funding through Low Income Housing Tax Credit Program
- No City General Funds required
- Project Completion Early 2025
- Development Plan Villas on McQueen
- Site 3 Proposed Development Plan
- Gorman and Company, LLC
 - Development Agreement Highlights
 - Co-developer
 - Maintenance Records Kept to Federal Standards or greater
 - Required Inspections by City and State
 - Management Company Records Subject to Audit
 - Termination for Default
 - Reporting Requirements
- Villas on McQueen
- Recommendation
 - Recommend Approval of Development Agreement (DA) with Gorman and Company, LLC
 - Approval Resolution 5640
 - Villas on McQueen Applicants belonging to special populations such as Seniors, Persons with Disabilities, and Veterans; and
 - Pursue the Highest and Best Use of Chandler Public Housing Sites, Including Site 3 (located at 73 S. Hamilton) with specific considerations Special Populations Such as Seniors, Persons with Disabilities and Veterans

COUNCILMEMBER ELLIS said we have been working on this since 2019 to see where we wanted to go with this project. This is an amazing project with private partnership, and thanked Housing staff for putting this together. Our community will benefit from this.

COUNCILMEMBER ORLANDO said staff and Council took our time getting this project through. It is important to keep renewing these types of projects. These provide workforce housing for our community. It is a great partnership, and we can take the next phases as they come to make sure we are doing the right thing.

Police Department

34. Resolution No. 5637 Approving an Intergovernmental Agreement with the City of Phoenix Extending the Regional Wireless Cooperative
Move City Council pass and adopt Resolution No. 5637 approving an Intergovernmental Agreement between the City of Chandler and City of Phoenix Extending the Regional Wireless Cooperative; and authorizing 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 Agreement.
35. Resolution No. 5638 Approving an Intergovernmental Agreement with the City of Tempe for the Chandler Police Department to Provide Law Enforcement Security Services at Special Events
Move City Council pass and adopt Resolution No. 5638 authorizing an Intergovernmental Agreement (IGA) between the City of Chandler and the City of Tempe; authorizing the Mayor to sign the IGA; and authorizing the Chief of Police to sign, administer, execute, and submit the Agreement and all documents and other necessary instruments in connection with such Agreement.
36. Resolution No. 5639 Pertaining to the Acceptance of the Homeland Security Grants for the Chandler Police Department
Move City Council pass and adopt Resolution No. 5639 authorizing the acceptance of FY 2022 Homeland Security Grant Program Awards between the Arizona Department of the Homeland Security and the City of Chandler for Agreements Numbered 22-AZDOHS-HSGP-220804-01, 22-AZDOHS-HSGP-220804-02, and 22-AZDOHS-HSGP-22804-03; authorizing the Mayor to execute the Agreements; and authorizing the Chief of Police to administer, execute, and submit all documents and other necessary instruments in connection with such Agreements.
37. Purchase of Annual Maintenance and Support Services for the Police Records Management System (RMS) and Computer Aided Dispatch (CAD) System
Move City Council approve the purchase of annual maintenance and support services, from Versaterm Public Safety, Inc., in an amount not to exceed \$488,795, for the Police Records Management System, for the period of September 1, 2022, through August 31, 2023, and for the Computer Aided Dispatch system, for the period of August 1, 2022, through July 31, 2023.
38. Purchase of Motorola Portable Radios and Applications
Move City Council approve the purchase of Motorola portable radios, related equipment, and subscriptions, utilizing the State of Arizona Contract No. CTR046830, from Motorola Solutions, in the amount of \$5,093,483.03.
39. Purchase of Detention Services from Maricopa County for Fiscal Year (FY) 2022-2023

Move City Council approve the use of Maricopa County detention services, for the booking and housing of inmates, in an aggregate amount not to exceed \$1,477,573, for one year, July 1, 2022, through June 30, 2023.

Public Works and Utilities

40. Introduction of Ordinance No. 5031 Authorizing a Portion of the West Side of Cooper Road North of Queen Creek Road be Vacated and Conveyed to the Abutting Property Owner
Move City Council introduce and tentatively adopt Ordinance No. 5031 authorizing a portion of the west side of Cooper Road north of Queen Creek Road be vacated and conveyed to the abutting property owner.
41. Agreement No. PW2-962-4352, with Otto Trucking, Inc., for Transportation of Bulk Waste and Operation of Recycling Solid Waste Collection Center
Move City Council approve Agreement No. PW2-962-4352, with Otto Trucking, Inc., for the transportation of bulk waste and the operation of the Recycling Solid Waste Collection Center, in an amount not to exceed \$8,000,000, for the period of five years beginning October 1, 2022, through September 30, 2027
42. Professional Services Agreement No. DS2202.201, with Kimley-Horn and Associates, Inc., for the Traffic Signal at Layton Lakes Boulevard and Queen Creek Road Design Services
Move City Council award Professional Services Agreement No. DS2202.201 to Kimley-Horn and Associates, Inc., for the Traffic Signal at Layton Lakes Boulevard and Queen Creek Road Design Services, in an amount not to exceed \$85,780.
43. Agreement No. PW0-745-4121, Amendment No. 3, with Choice Maintenance & Asphalt Services, LLC, for Asphalt Rubber Crack Seal Services
Move City Council approve Agreement No. PW0-745-4121, Amendment No. 3, with Choice Maintenance & Asphalt Services, LLC, for asphalt rubber crack seal services, in an amount not to exceed \$450,000, for a one-year term, January 1, 2023, through December 31, 2023.
44. Agreement No. PW0-285-4197, Amendment No. 2, with AM Signal, LLC, for Traffic Signal Equipment
Move City Council approve Agreement No. PW0-285-4197, Amendment No. 2, with AM Signal, LLC, for traffic signal equipment, in an amount not to exceed \$896,273, for a one-year period, September 1, 2022, through August 31, 2023.
45. Agreement No. PW0-745-4122, Amendment No. 3, with Vincon Engineering Construction, LLC, for Concrete Repair Maintenance Services
Move City Council approve Agreement No. PW0-745-4122, Amendment No. 3, with Vincon Engineering Construction, LLC, for concrete repair maintenance services, in an amount not to exceed \$5,000,000 for a one-year term, January 1, 2023, through December 31, 2023.

46. Agreement No. PW0-745-4123, Amendment No. 3, with M.R. Tanner Development and Construction, Inc., for Street Maintenance and Repair Services
Move City Council approve Agreement No. PW0-745-4123, Amendment No. 3, with M.R. Tanner Development and Construction, Inc., for street maintenance and repair services, in an amount not to exceed \$900,000, for a one-year term, January 1, 2023, through December 31, 2023.
47. Purchase of Water Meter Repair and Replacement Services
Move City Council approve the purchase of water meter repair and replacement services, from Metering Services, Inc., utilizing City of Tempe Contract No. WUD21-015-01, in an amount not to exceed \$100,000.
48. Sole Source Purchase of Original Equipment Manufacturer Parts and Services for Huber Fine Screens
Move City Council approve the sole source purchase of original equipment manufacturer (OEM) parts and services for Huber fine screens, from Huber Technology, Inc., in an amount not to exceed \$150,000.
49. Ratification of Emergency Authorization for Sewer Main Repair
Move City Council accept and ratify this report of the emergency authorization by the City Manager for repairs to the sewer main at Warner Road and Coronado Street, performed by B & F Contracting, Inc., in the amount of \$144,262.77.
50. Purchase of Pole Painting Services
Move City Council approve the purchase of pole painting services, from OLS Restoration, Inc., utilizing City of Mesa Contract No. 2019012, increasing the spending limit by \$240,000, for a revised amount not to exceed \$369,000, for the period of May 1, 2022, through April 20, 2023.
51. Purchase of Security Services
Move City Council approve the purchase of security services, from Universal Protection Service, dba Allied Universal Security Professionals, utilizing State of Arizona Contract No. ADSP018-207131, in the amount of \$75,000.
52. Purchase of Asphalt Crack Sealant
Move City Council approve the purchase of asphalt crack sealant, from Superior Supply, Inc., utilizing Arizona Department of Transportation (ADOT) Contract No. ADOT19-209983, in an amount not to exceed \$250,000.
53. Purchase of Pecos Water Treatment Plant Access Control and CCTV Installation Services

Move City Council approve the purchase of access controls and security equipment, utilizing State of Arizona Contract No. CTR056377, with APL Access & Security, Inc., increasing the spending limit by \$203,561, for the revised amount not to exceed \$1,131,061.

54. Purchase of LED Lighting

Move City Council approve the purchase of LED Lighting, from Ameresco, utilizing City of Tucson Contract No. 161436-01, in an amount not to exceed \$10,184,191.

COUNCILMEMBER STEWART asked what the savings would be annually for this investment in LED Lighting.

DAWN LANG, Deputy City Manager and Chief Financial Officer, answered that the savings would be between \$673,000 and \$700,000.

COUNCILMEMBER STEWART commented that this is part of a sustainability initiative—this would save ongoing dollars.

MS. LANG said that this uses AZCARES and ARPA funds, and the savings are committed to pay for the ten officers that were recently hired.

Public Hearing

55. Annexation Public Hearing, ANX22-0003, for the annexation of approximately 13.4 acres of territory north of the northeast corner of Queen Creek Road and Union Pacific Railroad

1. Open Public Hearing
2. Staff Presentation
3. Council Discussion
4. Discussion from the Audience
5. Close Public Hearing

Informational

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

57. Claims Report for the Quarter Ended September 30, 2022

Adjourn

The meeting was adjourned at 7:49 p.m.

ATTEST: _____
City Clerk Mayor

Approval Date of Minutes: November 7, 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 24th day of October 2022. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of November, 2022.

City Clerk

Meeting Minutes

City Council Work Session

October 24, 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 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
Andy Bass, Deputy City Manager
Dawn Lang, Deputy City Manager / Chief Financial Officer
Matt Burdick, Communications and Public Affairs Director
Ryan Peters, Strategic Initiatives Director
Rae Lynn Nielsen, Human Resources Director
Niki Tapia, DEI Program Manager
Tawn Kao, Assistant City Attorney

Discussion

1. Presentation, Discussion, and Plan for Implementation of DEI Assessment Results and Recommendations

MAYOR HARTKE called for a staff presentation.

JOSHUA WRIGHT, City Manager, introduced the discussion item and said this was discussed last month. He said they heard great feedback about the DEI assessment that has been underway for a year. Tonight's presentation will answer a few questions asked at that last meeting. Mr. Wright thanked Niki Tapia and congratulated her for being nominated for Arizona Diversity Leader of the Year by the Arizona Diversity Leadership Alliance.

NIKI TAPIA, DEI Program Manager, presented the following presentation.

- City of Chandler Diversity, Equity, and Inclusion October 24, 2022
- Agenda
 - Overview of DEI Assessment
 - Timeline of Events
 - External & Internal Target Goals
 - Progress & Next Steps
 - Non-Discrimination Ordinance
 - Key Elements
 - Exemptions
 - Violations
 - Complaint process
 - Penalty Process
- DEI Assessment Overview
- Timeline of Events
 - Mayor proclamation, diversity survey with Human Relations Commission & presentation of results to Council July – December 2020
 - Strategic Framework - commitment to diversity, equity and inclusivity through an update to Chandler's Brand Statement May 2021
 - City Council approves contract with CPS HR for DEI Assessment October 2021
 - City-wide DEI Assessment (focus groups, survey and evaluations) December 2021 – June 2022
 - CPS HR Assessment Final Report to HRC and City Council September 2022
- Roadmap to Reaching Goals
 - Phase I: Establish Targeted DEI Goals
 - Phase II: Reassess and Prioritize
 - Phase III: Consider New or Additional Goals

COUNCILMEMBER ORLANDO asked if other cities have gone through this assessment.

MS. TAPIA answered that other cities have not gone through this assessment. Other cities are interested in doing a DEI assessment, but none have completed one.

COUNCILMEMBER ORLANDO said Chandler will be the leading edge on this.

MS. TAPIA continued the presentation.

- Phase I TARGET GOALS
 - External
 - Outreach to all groups beyond social media; use flyers, in person opportunities.
 - Communicate transparently, maintain group connections to continue progression.
 - Educate proactively, understanding of differences before it becomes problematic.
 - Develop actionable/visible response to identified needs - take feedback seriously.
 - Partner with non-profits and community agencies to connect resources, assist in enhancing their services.
 - Provide official City stance and status of discussion for Non-Discrimination Ordinance.
 - Internal
 - Create and communicate a sustainable vision for City's DEI Program.
 - Find opportunities to improve recruitment and hiring of diverse candidates.
 - Enhance DEI training, leadership development, and cultural awareness.
 - Streamline information sharing for DEI initiatives and expand awareness.
 - Promote DEI discussions in the workplace.
- Progress & Next Steps
 - External:
 - Work with Human Relations Commission to develop 2-5 actionable objectives for each targeted goal.
 - Finalize objectives by Spring 2023 in conjunction with City Council.
 - Internal:
 - Work with City Manager's Office, Human Resources, and employee stakeholders to develop 2-5 actionable objectives for each targeted goal.

COUNCILMEMBER ORLANDO asked what the timeline would be to accomplish the internal goals.

MS. TAPIA said the goal would be Spring 2023, in conjunction with the external goals and Council's actions.

COUNCILMEMBER HARRIS asked what communication for the internal goals would look like.

MS. TAPIA said they will work with the Human Relations Commission for external goals, City Manager and Human Resources for internal goals, and bring all information together for the strategic plan in 2023 to keep Mayor and Council updated. We have all the information; we must bring it together to create a document to guide the DEI Department.

COUNCILMEMBER STEWART summarized that after Phases I, II, and III are completed, we will have enough information to create a vision and mission plan for the overarching goal. Councilmember Stewart asked to clarify the overall goal with the DEI Department.

MS. TAPIA said that the DEI Department has existed in some capacity for 20 years, they connect with the community externally through activities and events and support cultural groups.

COUNCILMEMBER STEWART asked for more information.

MS. TAPIA answered that this process is what is being decided. The DEI assessment is providing direction to the department.

COUNCILMEMBER HARRIS asked if the assessment has some of the goals included.

MS. TAPIA answered that the assessment does have some of the goals derived from the data. The Human Relations Commission takes the last step laying out the external goals and streamlining the plan based off those recommendations received from the assessment.

COUNCILMEMBER HARRIS asked to advertise the Human Relations Commission meeting where this would be discussed to allow for visibility and public comment. The public can participate in shaping this process.

MS. TAPIA said that she will share the opportunities that the public has participated up until this point. All the data collected is public comment.

MAYOR HARTKE asked about the Council role, as the policy leaders of the city, related to these goals.

MS. TAPIA said the City Manager's office is very active in the discussions and will advise when these opportunities arise.

MAYOR HARTKE said that any information should be shared to Council before it comes as policy to the city.

MS. TAPIA added that City Manager staff would be included in the process.

COUNCILMEMBER STEWART asked if we are still in progress on Phase I.

MS. TAPIA answered that we are still in Phase I.

RAE LYNN NIELSEN, Human Resources Director, continued the presentation.

- Progress & Next Steps (cont.)

- Current Internal Initiatives
 - Expanded Bilingual Program to include 5 additional languages.
 - Offer several DEI related courses city-wide facilitated by diverse external presenters including:
 - Required DEI Workshop for all new employees (recently updated)
 - The Human Library Experience (Co-hosted with DEI and HR Team)
 - Juneteenth guest speaker
 - DEI Workplace Certification through University of South Florida
 - Eleven on-line DEI courses from May-August through computer-based learning
 - City-wide mentoring program with pairings focused on diversity in departments, job positions, generations, ethnicity, gender, personalities, learning styles, etc.
 - Communicate all position openings through the DEI office to Community Cultural Partners and utilize external websites to post positions as appropriate.
 - Facilitate diverse interview panels and provide recruitment training to panel members, currently expanding to include unconscious bias training.
 - External marketing campaign to kick-off in October to showcase Chandler careers and community with outreach to markets not utilized in the past.

COUNCILMEMBER ELLIS asked if these initiatives were originated from the assessment or if they were already in the works.

MS. NIELSEN said that these initiatives were already in practice, they will be enhanced by the findings of the assessment.

COUNCILMEMBER ELLIS asked what was being added to the internal side because of the assessment that were not developed beforehand.

MS. NIELSEN said that the unconscious bias training of recruitment panel members is new. We will be working closely on the internal goals to see what else we can do.

COUNCILMEMBER HARRIS asked if there was anything else in progress.

MS. NIELSEN said not at this time.

COUNCILMEMBER HARRIS expressed concern with the results of the survey with staff not satisfied with DEI initiatives. If there are not systems or policies in place to reinforce or reinvigorate, it may fall through. How can we further our initiatives to ensure that the 13% of employees dissatisfied with DEI initiatives are satisfied. Adding a process would codify the DEI initiatives. We should enforce what we have.

MS. NIELSEN said we do have policies and processes in place. It is good data to have to compare to when internal changes are made in the future.

MAYOR HARTKE wondered about the 13% in the survey, there is always a number of the population that misses the communication. To elevate the conversation, we elevate awareness and opportunity to express their voice.

COUNCILMEMBER ELLIS brought up we do have processes and enforcement. If something happens, Human Resources has a pathway to resolve issues that does not necessarily involve council. Councilmember Ellis asked if Human Resources is going to include enforcement for these initiatives.

MS. NIELSEN confirmed that Human Resources is going to include enforcement.

COUNCILMEMBER STEWART asked what the goal for the number of employees dissatisfied with DEI initiatives in future surveys would be.

MS. NIELSEN said that was still an unknown at this point. Targets will be compiled later.

COUNCILMEMBER LOPEZ asked for a definition on what enforcement would be.

COUNCILMEMBER ELLIS said that enforcement would be a process to reconcile. Human Resources would execute the process. There are different outcomes of enforcement.

COUNCILMEMBER HARRIS said that Human Resources already has processes in place for managing employee enforcement. They deal with grievances at all levels.

COUNCILMEMBER ORLANDO asked how we effectively share this information with employees who work night shifts or swing shifts.

MS. NIELSEN shared that they are utilizing computer-based learning to work with these schedules, and Human Resources staff will also offer trainings and other resources at these off times. Communication is always an issue between the variety of employees. We try to use all different avenues.

COUNCILMEMBER ORLANDO asked if there is special supervisor training.

MS. NIELSEN answered that there is special supervisor training in progress currently. It is called HR 101 and will cover all aspects of recruitment, to DEI, to talking with employees.

COUNCILMEMBER ORLANDO said that the swing shift will likely miss communication from the normal working hours. It is something to consider if part of the 13% resulted from this.

COUNCILMEMBER HARRIS asked if the culture in the City of Chandler has created the 13% in feeling uncomfortable to talk about DEI. Sometimes culture can create an unwritten policy on how we go about things.

MS. NIELSEN said that has not been a pervasive problem across the organization. We have done a good job at providing many different avenues for problem solving. We evaluate any complaints. We do not get formal complaints often.

COUNCILMEMBER LOPEZ added that the questions were open to interpretation. In his experience, those not in a minority demographic felt most uncomfortable answering questions or talking about DEI. Different perspectives all have different feelings and may feel uncomfortable discussing DEI. It is impractical to speculate on the reasoning of the 13% answering the survey question.

MS. TAPIA continued the presentation.

- Progress & Next Steps (cont.)
 - Internal Objective Examples
 - Targeted Goal: Create and communicate a sustainable vision for City's DEI Program.
 - Objective 1: Create strategic plan document and track progress.
 - Objective 2: Develop and promote DEI Division Vision Statement.
 - Targeted Goal: Enhance DEI training, leadership development, and cultural awareness.
 - Objective 1: Expand opportunities for employees to join national diversity membership organizations and hold quarterly meetings and discussions.
 - Objective 2: Continue to offer, begin tracking, and expand employee DEI related trainings.
- Progress & Next Steps (cont.)
 - DEI Strategic Plan Document
 - Share with City Council finalized document by Spring 2023 (to include internal and external targeted goals and actionable objectives).
 - Provide regular progress updates to City Council.

KELLY SCHWAB, City Attorney, continued the presentation.

- Non-discrimination Ordinance (NDO)
- Other Arizona Cities

COUNCILMEMBER STEWART asked if any of the other cities who have implemented a non-discrimination ordinance had any issues.

MS. SCHWAB said the only city that had had any enforcement issues was Phoenix, having a specific case go through the Arizona Supreme Court. Most have had inquiries but no complaints through the process.

COUNCILMEMBER STEWART asked about the difference between enforcement and complaints.

MS. SCHWAB said that enforcement meant a complaint case that has gone through the whole process. There is not any other enforcement action other than the Phoenix case.

COUNCILMEMBER STEWART asked how many complaints have been filed at other cities.

MS. SCHWAB said that information is not out there, it is just anecdotal through communication with other city staff.

COUNCILMEMBER STEWART asked if there is any record of any complaints filed at other cities.

MS. SCHWAB said there was no record of any complaints filed at other cities. Most get removed due to being ineligible to be considered at the city level and are referred to other organizations or agencies.

COUNCILMEMBER STEWART asked for more information on the Phoenix non-discrimination case.

MS. SCHWAB explained that the Phoenix case was an enforcement action that Phoenix took with a printer of wedding invitations. A same-sex couple seeking wedding invitations, and the company denied based on their religion. City of Phoenix found they were in violation of the non-discrimination ordinance, which was challenged by the company. It went to the Arizona Supreme Court, where it was ruled that there must be accommodations for people's religious views in the ordinances. The printer was found to not be in violation. This was an Arizona Supreme Court case, not a federal question.

COUNCILMEMBER HARRIS questioned why Councilmember Stewart wanted to engage in that line of questioning. He said we have had three meetings about that same thing and that question has been brought up three different times. He thought to insinuate that there is no record of it does not mean that it is not happening. He wanted to be clear on what was being said, and with the question being asked was he insinuating that no discrimination is happening. He said Councilmember Stewart had been debriefed about it three times.

COUNCILMEMBER STEWART said he was not following the line of questioning from Councilmember Harris. He said that he had not been debriefed on the process that had happened in the Arizona Supreme Court case. Councilmember Stewart said he was asking the City Attorney specifically on the times that it had been brought up, how it went through so he

could understand the process. He said if we were to implement something here he wanted to better understand how the process will work here. Councilmember Stewart said he did not question Councilmember Harris on the questions he asked or his motives, and Councilmember Harris was welcome to ask him anything he liked.

COUNCILMEMBER HARRIS thought he was asking a question that they already talked about as a Council several times

COUNCILMEMBER STEWART said they had not talked about the processes in other cities, they had asked about their ordinances but not if anyone has ever filed any complaints.

COUNCILMEMBER LOPEZ did not think that the process was something that was discussed in a public meeting.

COUNCILMEMBER HARRIS said they talked about this on the dias. He wanted to call out that they had been debriefed on this several times.

MAYOR HARTKE disagreed and said they had not received the information.

COUNCILMEMBER HARRIS wanted to remind him that those questions were asked, and the answers were delivered.

MS. SCHWAB continued the presentation.

- Non-discrimination Ordinance
 - Prohibits discrimination, harassment, and retaliation based on actual or perceived race, color, religion, sex, ethnicity, national origin, age, sexual orientation, gender identity, veteran status, disability, marital status, or familial status.
 - Areas covered:
 - Equity by City contractors, vendors and consultants in city services, programs, activities, and contracting
 - Equity in employment and places of public accommodation
 - Requires referral to another authority if they have jurisdiction (i.e., EEOC, Attorney General's Office)

COUNCILMEMBER LOPEZ asked if these protections are already covered with the City's internal policy.

MS. SCHWAB said most of these protections are already in the personnel rules.

COUNCILMEMBER LOPEZ asked if these protections already extend to City contractors and vendors.

MS. SCHWAB said in most instances, they do not. There are certain cases with grants or federal funds where there are these specific requirements.

MAYOR HARTKE asked if something was covered in a different organization or agency with these protections if it would find that existing pathway. Internally, if there was a case covered with federal or attorney general protections, it would then be referred to these outside sources.

MS. SCHWAB said that was correct, most cases get referred to these outside sources. Most non-discrimination ordinances in other cities have this pathway.

- Exemptions
 - Non-profit private clubs
 - US Government, American Indian Tribes, State of Arizona which includes all departments, agencies, or political subdivisions
 - Religious organizations and persons holding bona fide religious views
 - City of Chandler—City has its own rules
 - Small Businesses (5 or less employees)
 - Places of public accommodation may afford beneficial pricing or policies to senior citizens, students, veterans, or individuals with disabilities
 - Employers may apply different standards of compensation or different terms, conditions, or privileges of employment pursuant to a bona fide seniority system, merit system, or any other system which measures earnings by quantity or quality of production

MAYOR HARTKE asked about a hypothetical case in which a younger person asked for a senior discount at a business—the business would be justified in denying a senior discount as they may afford beneficial pricing to a certain demographic.

MS. SCHWAB said that was correct.

COUNCILMEMBER LOPEZ asked why small businesses were classified as five or less employees.

MS. SCHWAB explained that these were common findings among other cities and were available as options for council to decide on. Larger corporations may have the infrastructure to deal with complaints, but small businesses may not be equipped to deal with complaints. There were concerns with enforcement. It is at the digression of the council.

COUNCILMEMBER LOPEZ asked about the small business exemption.

MS. SCHWAB said the number five was not common, as no other cities were found to have small business exemptions in their non-discrimination ordinances.

COUNCILMEMBER STEWART asked what number of employees other agencies use as the basis for defining a small business.

Staff communicated that 500 employees constituted a small business.

COUNCILMEMBER STEWART suggested adjusting the number of 5 to 500.

MAYOR HARTKE said he suggested this small business exemption; it might be that a small company is not equipped to address these concerns.

COUNCILMEMBER STEWART recommended defining small business as 500 employees in line with other usage.

MS. SCHWAB said direction from council would be sought later.

COUNCILMEMBER ORLANDO said at discussions of the ad hoc subcommittee, there was no discussion of the five-employee limit. The DEI discussions brought up five in varying channels of discussion. Expanding upon that, we must decide whether to expand the number or remove a small business exemption completely.

MS. SCHWAB continued the presentation.

- Violations
 - Complaint Process
 - Initial screening, referral to another agency if appropriate
 - Respondent notified of complaint and afforded opportunity to respond to allegations
 - Investigation
 - Voluntary mediation
 - Finding of a violation or dismissal for unsubstantiated charge or insufficient evidence
- Violations

COUNCILMEMBER ELLIS asked who does the initial screening of a complaint.

MS. SCHWAB said that the City Attorney's office would screen complaints. They would be able to refer the complaint to wherever it needed to go externally.

COUNCILMEMBER STEWART asked if someone was being discriminatory, we can choose to not do business with them.

MS. SCHWAB said depending on the procurement process, we could. Any time a city chooses to not do business with a contractor anymore, there needs to be reasoning behind it. There is a

debarment process, due process where contractors can appeal to the city. This would be separate from the non-discrimination ordinance.

COUNCILMEMBER STEWART said this potentially would enforce not doing business with a contractor due to discriminatory practices. If the non-discrimination ordinance was in place, it would effectively let contractors know our practices and policy.

MS. SCHWAB said that was true, if a non-discrimination ordinance is passed, it would be added to the code and would be enforceable that way.

MAYOR HARTKE asked about debarment—would they have access to outside resources that are able to work with both sides on an appeal.

MS. SCHWAB answered that the process would allow both sides to share their perspectives, the city manager assigns someone to oversee that process. A neutral party would make the decision on debarment. If the non-discrimination ordinance is adopted, the contractor would have to go through debarment twice.

MAYOR HARTKE shared mixed feelings about the two-step debarment.

MS. SCHWAB added that the city must treat companies applying to do business with the city equally. If we are not going to do business with a company for a justified reason, there should be a process in place.

COUNCILMEMBER HARRIS commented that the debarment was a strong stance that was necessary. It is an uncomfortable question but is important to have a process in place. Providing a fair opportunity to contractors is important, but so is protecting taxpayer dollars.

MAYOR HARTKE asked about diverting complaint cases from contractors.

MS. SCHWAB was not sure what other entity those cases would be diverted to.

MAYOR HARTKE asked if other cities go through a debarment process.

MS. SCHWAB answered that there are other ordinances that preclude a contractor found in violation with doing business with a city.

COUNCILMEMBER ORLANDO mentioned an example of debarring a contractor in the past. Councilmember Orlando said the bottom line is that the procurement process should be as equal as process. If there was a company acting discriminatory, it sends a message to other companies applying for Chandler.

COUNCILMEMBER HARRIS said every time we talk about this, we have a process.

MS. SCHWAB continued the presentation.

- Violations (cont.)
 - Penalty Process
 - Public censure, educational training, and/or suspension or debarment for City contracts under section 3-17 of the City Code
 - Voluntary mediation can take place at any point in the process
- Discussion
- Discussion
 - Exemptions
 - Violations
 - Process
 - Penalties

MAYOR HARTKE asked if council is okay with calling this a non-discrimination ordinance.

COUNCILMEMBER LOPEZ said he is okay with referring to it as that as the chapter location.

COUNCILMEMBER STEWART asked if this would be associated with any state statute.

MS. SCHWAB said this is city law, unrelated to federal or state statutes.

MAYOR HARTKE said if the state decides to incorporate non-discriminatory laws, would that be something we would need to change on our end to change the content of the chapter.

MS. SCHWAB said that Chandler would have to revise the contents of the chapter in response to any state changes.

COUNCILMEMBER LOPEZ asked about an override of the contents from the county.

MS. SCHWAB said there are few subjects that the county can override, and this is not one of them.

MAYOR HARTKE asked about naming the ordinance.

MS. SCHWAB shared that the ordinance does not have to have a name. If it is unnamed, they will revert to calling it a non-discrimination ordinance. An idea shared previously was "Chandler Embracing Diversity".

COUNCILMEMBER ELLIS liked the Chandler Embracing Diversity name.

COUNCILMEMBER HARRIS asked about adding equity and inclusion to the title.

COUNCILMEMBER ELLIS said that equity and inclusion are included in the contents.

COUNCILMEMBER HARRIS said there is no reason to name it.

COUNCILMEMBER ELLIS said that the Chandler name should be in the title.

COUNCILMEMBER ORLANDO said our brand has been DEI. Either way it works. To be consistent with previous messaging about DEI, that could be included.

COUNCILMEMBER STEWART said the ordinance will be called whatever we call it. It is about balancing the connotation of the language used. Non-discrimination ordinance sounds punitive. He said this could be something amazing that celebrates our community and everything about it. He would like to see it as Chandler Embracing Diversity.

COUNCILMEMBER HARRIS he was okay with spelling it all out and said we are getting into the details of this.

COUNCILMEMBER STEWART did not want to title it DEI.

VICE MAYOR ROE agreed with the title Chandler Embracing Diversity.

COUNCILMEMBER LOPEZ agreed.

MAYOR HARTKE agreed.

COUNCILMEMBER HARRIS said when the new Council comes on they would change it. He had asked for Chandler Embracing DEI.

MAYOR HARTKE asked about exemptions.

VICE MAYOR ROE asked about what was considered a small business in COVID regulations.

MS. NIELSEN said that 50 employees were required for benefits and federal monies.

COUNCILMEMBER ELLIS agreed with including five for small businesses. There is a lack of resources at a company of that size, not equipped to deal with challenges resulting from enforcing this ordinance.

COUNCILMEMBER LOPEZ said it should be a larger number.

COUNCILMEMBER HARRIS said the number should be zero, no one should be discriminated against.

MAYOR HARTKE reminded council that needs to be worked on now, it is a disservice if we were to wait. The goal is to create something that a majority could agree on, and that future councils would also agree with.

COUNCILMEMBER ORLANDO said that the non-discrimination ordinance was brought up as an issue multiple times during the most recent election. It is difficult to pick apart an ordinance that has been in the works for so long. Councilmember Orlando suggested that the subcommittee draft be reviewed. If there are issues, we can review and give more recommendations.

VICE MAYOR ROE said 50 employees is an arbitrary number. A lot of small businesses could be negatively impacted by the consequences of something like this.

COUNCILMEMBER ELLIS shared that she felt she cannot wait on moving forward on the ordinance. The number of five employees was accepted at the subcommittee level. The effects of the non-discrimination ordinance have gone to the highest state court without rendering punitive effects upon companies. Education is the best solution, when people know better, they do better. This ordinance should be something that council is proud of, without needing change later.

There was a consensus on allowing five employees to define a small business for a small business exemption in the non-discrimination ordinance.

MS. SCHWAB asked if council was comfortable with the violations process as outlined.

There was a consensus on the violations process.

MS. SCHWAB asked if council was comfortable with the penalties outlined.

COUNCILMEMBER ELLIS emphasized education, no public censure, debarment with city contractors in violation of the ordinance.

COUNCILMEMBER HARRIS said he did not like the five, and that they are allowing for discrimination to exist. He asked council to review the draft that originated in the subcommittee.

MAYOR HARTKE said that the council subcommittee discussed many different ideas that may not be at a consensus with the whole council.

There was a consensus on the penalties outlined: education, and debarment with city contractors, mediation, appeals.

MAYOR HARTKE asked the city attorney to review the council direction and have an informed opportunity to vote on this. Further conversations to get the non-discrimination ordinance through need to happen.

COUNCILMEMBER ORLANDO thanked mayor and staff for working through this for the past two years. It is time to review the draft and then move forward.

COUNCILMEMBER HARRIS shared his passion for moving this forward. It is important to share honest opinions with all in an open discussion.

COUNCILMEMBER STEWART said he was not part of the subcommittee, this meeting did not take the path of reviewing the draft. He said it took the path of a presentation. Councilmember Stewart said he has a list of questions on how it will be implemented, how it works in other cities, who makes the decisions and all those things. He thought the empathy was mutual.

MAYOR HARTKE adjourned the meeting.

Adjourn

The meeting was adjourned at 6:00 p.m.

ATTEST: _____
City Clerk

Mayor

Approval Date of Minutes: November 7, 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 24th day of October 2022. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of November, 2022.

City Clerk

Meeting Minutes

City Council Regular Meeting

October 27, 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 6:02 p.m.

Roll Call

Council Attendance

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

Appointee Attendance

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

*Councilmember Stewart was absent and excused.

Invocation

The invocation was given by Pastor Keith Shepard, Alma School Road Church of Christ.

Pledge of Allegiance

The Pledge of Allegiance was led by Mayor Hartke.

Consent Agenda and Discussion

City Clerk

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

City Manager

2. Resolution No. 5634 Approving an Agreement between the Maricopa Association of Governments (MAG) and the City of Chandler for the Chandler Protected Bike Lanes Study
Move City Council pass and adopt Resolution No. 5634 approving an agreement between the Maricopa Association of Governments (MAG) and the City of Chandler for the Chandler Protected Bike Lanes Study, with a local match not to exceed \$4,560.
3. Resolution No. 5635 Authorizing the Execution of a License Agreement with Salt River Project (SRP) for Access to the Consolidated Canal for the Maintenance and Operation of the Paseo Trail
Move City Council pass and adopt Resolution No. 5635 authorizing the execution of a license agreement with Salt River Project (SRP), granting the City continued access to the Consolidated Canal for the maintenance and operation of the Paseo Trail.
4. Resolution No. 5636 Authorizing the Execution of a License Agreement with Salt River Project (SRP), for Access to the Lateral 9.5 Canal for the Maintenance and Operation of the Western Canal Trail
Move City Council pass and adopt Resolution No. 5636 authorizing the execution of a license agreement with Salt River Project (SRP), granting the City continued access to the Lateral 9.5 Canal for the maintenance and operation of the Western Canal Trail.

Community Services

5. Pre-Construction Services Agreement, Construction Manager at Risk Project No. PR2106.251, with Hunter Contracting Co., for the Tumbleweed Park Softball & Baseball Complex
Move City Council Award Pre-Construction Services Agreement, Construction Manager at Risk Project No. PR2106.251, to Hunter Contracting Co., for the Tumbleweed Park Softball & Baseball Complex, in an amount not to exceed \$137,052.32.

Cultural Development

6. Introduction of Ordinance No. 5036, Adopting the Provisions of a Development Agreement and Purchase Agreement with One Chandler Owner, LLC, for the Sale and Redevelopment of City-owned Real Property Located at the Northeast Corner of Arizona Avenue and Buffalo Street, Known as "Site 7" in Chandler
Move City Council introduce and tentatively adopt Ordinance No. 5036, adopting the provisions of a development agreement and purchase agreement between One Chandler Owner, LLC, and the City of Chandler for the sale and redevelopment of City-owned real property located at the northeast corner of Arizona Avenue and Buffalo Street, known as "Site 7" in Chandler, Arizona, and authorizing the City Manager to sign all related documents as approved by the City Attorney.

Development Services

7. Construction Agreement No. ST2012.401 with CS Construction, Inc., for the Chandler Arterial Congestion Monitoring
Move City Council award Construction Agreement No. ST2012.401 to CS Construction, Inc., for the Chandler Arterial Congestion Monitoring, in an amount not to exceed \$1,312,469.
8. Preliminary Plat PLT22-0013, Chandler Airport Business Center, Located at the Northwest Corner of Queen Creek and Cooper Roads
Move City Council approve Preliminary Plat PLT22-0013, Chandler Airport Business Center, located at the northwest corner of Queen Creek and Cooper Roads, as recommended by Planning and Zoning Commission.
9. Preliminary Plat, PLT22-0020 Woodspring Suites and Everhome Suites Preliminary Plat, Located West of the Northwest Corner of Willis and Price Roads
Move City Council approve PLT22-0020 Woodspring Suites and Everhome Suites, as recommended by Planning and Zoning Commission.
10. Final Plat PLT22-0002 McKinley Glenn
Move City Council approve Final Plat PLT22-0002 McKinley Glenn, located east of the southeast corner of Chandler Heights and Cooper Roads, as recommended by staff.

Facilities and Fleet

11. Agreement No. BF2-910-4446 Electrical Maintenance, Repair, and Installation Services
Move City Council approve increasing the spending limit for Agreement No. BF2-910-4446, with Corbins Services Electric; DECA Southwest; Hampton Tedder Technical Services; Hawkeye Electric, Inc.; K2 Electric, LLC; and Swain Electric, Inc., for electrical maintenance, repair, and installation services, by \$250,000, for a revised amount not to exceed \$1,800,000, for the current term ending March 31, 2023.
12. Purchase of Generators and Related Equipment for Police Department Main Station
Move City Council approve the purchase of two (2) generators and related equipment, from The SJ Anderson Company, utilizing the State of Arizona Contract No. ADSPO17-174290, in the amount of \$1,440,876, and authorize a transfer from General Fund Contingency in the amount of \$1,175,495.
13. Purchase of Maintenance, Repairs and Purchase of Bay Doors, Locking Systems, Door Hardware, and Operable Walls
Move City Council approve the utilization of cooperative contract No. 21H-DHP-0917, with Mohave Educational Services, for maintenance, repairs and purchase of bay doors, locking systems, door hardware, and operable walls, from DH Pace Company, Inc., increasing the spending limit by \$30,000, for a revised amount not to exceed \$156,764.

14. Purchase of Doors, Locking Systems, Door Hardware and Operable Walls
Move that City Council approve the purchase of doors, locking systems, door hardware and operable walls, from C&I Show Hardware, utilizing State of Arizona Contract No. CTR047674, in an amount not to exceed \$272,791.

Fire Department

15. Introduction of Ordinance No. 5032 Amending the Code of the City of Chandler Chapter 28, Section 23, Relating to Explosives and Fireworks
Move that City Council introduce and tentatively adopt Ordinance No. 5032, amending the Code of the City of Chandler, Chapter 28 Fire Prevention, by amending Section 28-23 relating to Explosives and Fireworks; Providing for Repeal of Conflicting Ordinances; Providing for Severability and Establishing an Effective Date.
16. Resolution No. 5632 Authorizing a Grant Agreement with the Arizona Department of Homeland Security
Move City Council pass and adopt Resolution No. 5632, authorizing the City to enter into a Grant Agreement with the Arizona Department of Homeland Security (AZDOHS) for the Community Emergency Response Team (CERT) Training, in the amount of \$9,000, and authorizing the Fire Chief to implement the provisions of the agreement.
17. Resolution No. 5633 Authorizing a Grant Agreement with the Arizona Department of Homeland Security for the 2022 Urban Area Security Initiative (UASI) Enhanced Rapid Response Fire Teams, for Equipment and Training, in the Amount of \$85,000
Move that City Council pass and adopt Resolution No. 5633, authorizing the City of Chandler to enter into a Grant Agreement with the Arizona Department of Homeland Security (AZDOHS) for the Urban Area Security Initiative (UASI) Enhanced Rapid Response Fire Teams, for equipment and training in the amount of \$85,000, and authorizing the Fire Chief to implement provisions of the agreement.
18. Agreement No. FD3-200-4486, with 030530 Uniforms, LLC, dba Ace Uniforms of Phoenix, for Fire Uniforms
Move City Council approve Agreement No. FD3-200-4486, with 030530 Uniforms, LLC, dba Ace Uniforms of Phoenix, for fire uniforms, in an amount not to exceed \$200,000, for the period of one year, beginning November 1, 2022, through October 31, 2023.
19. Purchase of First Responder Screening Program Services
Move City Council approve the purchase of first responder screening program services, from Vincere Physicians Group, PLLC, dba Vincere Cancer Center, utilizing the City of Glendale Contract No. C21-1209, in an amount not to exceed \$1,059,740, for the term of October 28, 2022, through May 31, 2024; authorize the City Manager to sign a linking

agreement with Vincere Physicians Group, PLLC, dba Vincere Cancer Center; and authorize an appropriation transfer of \$96,340 from the Non Departmental cost center, Contingency account, to the Fire Administration cost center.

Human Resources

20. Agreement No. HR2-948-4495, with TRISTAR Benefits Administrators, Inc., for Short Term Disability and Family Medical Leave Act Administration
Move City Council approve Agreement No. HR2-948-4495, with TRISTAR Benefits Administrators, Inc., for short term disability and Family Medical Leave Act administration, in an amount not to exceed \$75,000, for the period of two years, beginning January 1, 2023, through December 31, 2024.
21. Agreement No. 4046, Calendar Year 2023 Amendment, with Anthem Life Insurance Company, for Public Safety Personnel Long-Term Disability Insurance
Move City Council approve Agreement No. 4046, Calendar Year 2023 Amendment, with Anthem Life Insurance Company, for public safety personnel long-term disability insurance, in an amount not to exceed \$200,000, for the period of one year, beginning January 1, 2023, through December 31, 2023, and authorize the City Manager or designee to extend the Agreement for an additional year beginning January 1, 2024, through December 31, 2024 (CY2024), subject to the same terms and conditions.
22. Agreement No. HR0-918-4163, Amendment No. 2, with Flexible Benefit Administrators, Inc., for Flexible Spending Account Administration
Move City Council approve Agreement No. HR0-918-4163, Amendment No. 2, with Flexible Benefit Administrators, Inc., for flexible spending account and COBRA administration, in an amount not to exceed \$24,000, for the period of one year, beginning January 1, 2023, through December 31, 2023.
23. Agreement No. 3111, Calendar Year 2023 Amendment, with International City Management Association Retirement Corporation (ICMA-RC), dba MissionSquare Retirement, for 457(b) Deferred Compensation Retirement Plan Administrative Services
Move City Council approve Agreement No. 3111, Calendar Year 2023 Amendment, with International City Management Association Retirement Corporation (ICMA-RC), dba MissionSquare Retirement, for 457(b) Deferred Compensation Retirement Plan and Retirement Health Savings Plan administrative services, for the period of one year, beginning January 1, 2023, through December 31, 2023.
24. Agreement No. HR2-948-4453, with Blue Cross Blue Shield of Arizona, for Group Medical and Pharmacy Program Administration
Move City Council approve Agreement No. HR2-948-4453, with Blue Cross Blue Shield of Arizona, for Group Medical and Pharmacy Program Administration, in an amount not to

exceed \$2,190,000 per year, for the period of two years, beginning January 1, 2023, through December 31, 2024, with the option of up to three two-year extensions.

Information Technology

25. Agreement No. 4526 for Annual Application Support Services
Move City Council approve Agreement No. 4526, with Neudesic, LLC, for annual application support services, in the amount of \$156,000, for a one-year term, beginning July 1, 2022, through June 30, 2023, with the option of up to four one-year extensions.
26. Agreement No. IT9-208-4034, Amendment No. 3, with CCG Systems, Inc., DBA FASTER Asset Solutions, for the Fleet Management System
Move City Council approve Agreement No. IT9-208-4034, Amendment No. 3, with CCG Systems, Inc., DBA FASTER Asset Solutions, for the fleet management system, in the amount of \$78,251.00, for the period of one year, beginning September 30, 2022, through September 29, 2023.
27. Agreement No. 4409, Amendment No. 1, with NST Technologies, Inc., for Information Technology Consulting Services
Move City Council approve Agreement No. 4409, Amendment No. 1, with NST Technologies, Inc., for Information Technology consulting services, in an amount not to exceed \$300,000, for a period of one year, beginning October 15, 2022, through October 14, 2023.

Management Services

28. Introduction of Ordinance No. 5030 Amending the Code of the City of Chandler, Chapter 3, Management Services Department-Finance and Procurement, by Amending Sections 3-8 Through 3-17, Providing for an Effective Date, Providing for the Repeal of Conflicting Ordinances, and Providing for Severability
Move City Council introduce and tentatively adopt Ordinance No. 5030, amending the Code of the City of Chandler, Chapter 3, Management Services Department-Finance and Procurement, by amending Sections 3-8 through 3-17, providing for an effective date, providing for the repeal of conflicting ordinances, and providing for severability.
29. Resolution No. 5631 Approving an Intergovernmental Agreement Between the Salt River Pima-Maricopa Indian Community and the City of Chandler for the Distribution of a Pass-Through Indian Gaming Revenue Sharing Grant in the Amount of \$50,000 to Dignity Health Foundation-East Valley
Move City Council pass and adopt Resolution No. 5631 approving an intergovernmental agreement between the Salt River Pima-Maricopa Indian Community and the City of Chandler for the distribution of a pass-through Indian gaming revenue sharing grant in the amount of \$50,000 to Dignity Health Foundation-East Valley; and authorizing submission of a related pass-through grant application for creating a more equitable program to provide

medication and durable medical equipment for underserved patients served by hospitals in the East Valley.

30. Agreement No. 4533, with Greenberg Traurig, LLP, for Bond Counsel Services
Move City Council approve Agreement No. 4533, with Greenberg Traurig, LLP, for bond counsel services, for the period of October 1, 2022, through September 30, 2027.
31. New License Series 7, Beer and Wine Bar Liquor License application for EJG Group II, LLC, DBA Maple House
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 207765, a Series 7, Beer and Wine Bar Liquor License, for Jared Michael Repinski, Agent, EJG Group II, LLC, DBA Maple House, located at 198 W. Boston Street, and approval of the City of Chandler, Series 7, Beer and Wine Bar Liquor License No. 304098.
32. New License Series 7, Beer and Wine Bar Liquor License application for GSBP Phoenix, LLC, DBA Game Show Battle Rooms Phoenix
Move for recommendation to the State Department of Liquor Licenses and Control for approval of State Liquor Job No. A1138912, a Series 7, Beer & Wine Bar Liquor License, for William Frederick Allison, Agent, GSBP Phoenix, LLC, dba Game Show Battle Rooms Phoenix, located at 6909 W. Ray Road, Suite 29, and approval of the City of Chandler, Series 7, Beer & Wine Bar Liquor License No. 304106.

Neighborhood Resources

33. Resolution No. 5640 Approving the Development Agreement Between the City of Chandler and Gorman and Company, LLC, Relating to Real Property Located South of the Southeast Corner of McQueen Road and Chandler Boulevard
Move City Council pass and adopt Resolution No. 5640 approving the Development Agreement between the City of Chandler and Gorman and Company, LLC, relating to real property located south of the southeast corner of McQueen Road and Chandler Boulevard; directing the City Manager to give specific considerations to Villas on McQueen applicants belonging to special populations such as seniors, persons with disabilities and veterans; and directing the City Manager to pursue the highest and best use of Chandler public housing sites, including site 3 (located at 73 S. Hamilton St.), with specific consideration for special populations such as seniors, persons with disabilities and veterans.

Police Department

34. Resolution No. 5637 Approving an Intergovernmental Agreement with the City of Phoenix Extending the Regional Wireless Cooperative
Move City Council pass and adopt Resolution No. 5637 approving an Intergovernmental Agreement between the City of Chandler and City of Phoenix Extending the Regional

Wireless Cooperative; and authorizing 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 Agreement.

35. Resolution No. 5638 Approving an Intergovernmental Agreement with the City of Tempe for the Chandler Police Department to Provide Law Enforcement Security Services at Special Events
Move City Council pass and adopt Resolution No. 5638 authorizing an Intergovernmental Agreement (IGA) between the City of Chandler and the City of Tempe; authorizing the Mayor to sign the IGA; and authorizing the Chief of Police to sign, administer, execute, and submit the Agreement and all documents and other necessary instruments in connection with such Agreement.
36. Resolution No. 5639 Pertaining to the Acceptance of the Homeland Security Grants for the Chandler Police Department
Move City Council pass and adopt Resolution No. 5639 authorizing the acceptance of FY 2022 Homeland Security Grant Program Awards between the Arizona Department of the Homeland Security and the City of Chandler for Agreements Numbered 22-AZDOHS-HSGP-220804-01, 22-AZDOHS-HSGP-220804-02, and 22-AZDOHS-HSGP-220804-03; authorizing the Mayor to execute the Agreements; and authorizing the Chief of Police to administer, execute, and submit all documents and other necessary instruments in connection with such Agreements.
37. Purchase of Annual Maintenance and Support Services for the Police Records Management System (RMS) and Computer Aided Dispatch (CAD) System
Move City Council approve the purchase of annual maintenance and support services, from Versaterm Public Safety, Inc., in an amount not to exceed \$488,795, for the Police Records Management System, for the period of September 1, 2022, through August 31, 2023, and for the Computer Aided Dispatch system, for the period of August 1, 2022, through July 31, 2023.
38. Purchase of Motorola Portable Radios and Applications
Move City Council approve the purchase of Motorola portable radios, related equipment, and subscriptions, utilizing the State of Arizona Contract No. CTR046830, from Motorola Solutions, in the amount of \$5,093,483.03.
39. Purchase of Detention Services from Maricopa County for Fiscal Year (FY) 2022-2023
Move City Council approve the use of Maricopa County detention services, for the booking and housing of inmates, in an aggregate amount not to exceed \$1,477,573, for one year, July 1, 2022, through June 30, 2023.

Public Works and Utilities

40. Introduction of Ordinance No. 5031 Authorizing a Portion of the West Side of Cooper Road North of Queen Creek Road be Vacated and Conveyed to the Abutting Property Owner
Move City Council introduce and tentatively adopt Ordinance No. 5031 authorizing a portion of the west side of Cooper Road north of Queen Creek Road be vacated and conveyed to the abutting property owner.
41. Agreement No. PW2-962-4352, with Otto Trucking, Inc., for Transportation of Bulk Waste and Operation of Recycling Solid Waste Collection Center
Move City Council approve Agreement No. PW2-962-4352, with Otto Trucking, Inc., for the transportation of bulk waste and the operation of the Recycling Solid Waste Collection Center, in an amount not to exceed \$8,000,000, for the period of five years beginning October 1, 2022, through September 30, 2027
42. Professional Services Agreement No. DS2202.201, with Kimley-Horn and Associates, Inc., for the Traffic Signal at Layton Lakes Boulevard and Queen Creek Road Design Services
Move City Council award Professional Services Agreement No. DS2202.201 to Kimley-Horn and Associates, Inc., for the Traffic Signal at Layton Lakes Boulevard and Queen Creek Road Design Services, in an amount not to exceed \$85,780.
43. Agreement No. PW0-745-4121, Amendment No. 3, with Choice Maintenance & Asphalt Services, LLC, for Asphalt Rubber Crack Seal Services
Move City Council approve Agreement No. PW0-745-4121, Amendment No. 3, with Choice Maintenance & Asphalt Services, LLC, for asphalt rubber crack seal services, in an amount not to exceed \$450,000, for a one-year term, January 1, 2023, through December 31, 2023.
44. Agreement No. PW0-285-4197, Amendment No. 2, with AM Signal, LLC, for Traffic Signal Equipment
Move City Council approve Agreement No. PW0-285-4197, Amendment No. 2, with AM Signal, LLC, for traffic signal equipment, in an amount not to exceed \$896,273, for a one-year period, September 1, 2022, through August 31, 2023.
45. Agreement No. PW0-745-4122, Amendment No. 3, with Vincon Engineering Construction, LLC, for Concrete Repair Maintenance Services
Move City Council approve Agreement No. PW0-745-4122, Amendment No. 3, with Vincon Engineering Construction, LLC, for concrete repair maintenance services, in an amount not to exceed \$5,000,000 for a one-year term, January 1, 2023, through December 31, 2023.
46. Agreement No. PW0-745-4123, Amendment No. 3, with M.R. Tanner Development and Construction, Inc., for Street Maintenance and Repair Services

Move City Council approve Agreement No. PW0-745-4123, Amendment No. 3, with M.R. Tanner Development and Construction, Inc., for street maintenance and repair services, in an amount not to exceed \$900,000, for a one-year term, January 1, 2023, through December 31, 2023.

47. Purchase of Water Meter Repair and Replacement Services

Move City Council approve the purchase of water meter repair and replacement services, from Metering Services, Inc., utilizing City of Tempe Contract No. WUD21-015-01, in an amount not to exceed \$100,000.

48. Sole Source Purchase of Original Equipment Manufacturer Parts and Services for Huber Fine Screens

Move City Council approve the sole source purchase of original equipment manufacturer (OEM) parts and services for Huber fine screens, from Huber Technology, Inc., in an amount not to exceed \$150,000.

49. Ratification of Emergency Authorization for Sewer Main Repair

Move City Council accept and ratify this report of the emergency authorization by the City Manager for repairs to the sewer main at Warner Road and Coronado Street, performed by B & F Contracting, Inc., in the amount of \$144,262.77.

50. Purchase of Pole Painting Services

Move City Council approve the purchase of pole painting services, from OLS Restoration, Inc., utilizing City of Mesa Contract No. 2019012, increasing the spending limit by \$240,000, for a revised amount not to exceed \$369,000, for the period of May 1, 2022, through April 20, 2023.

51. Purchase of Security Services

Move City Council approve the purchase of security services, from Universal Protection Service, dba Allied Universal Security Professionals, utilizing State of Arizona Contract No. ADSP018-207131, in the amount of \$75,000.

52. Purchase of Asphalt Crack Sealant

Move City Council approve the purchase of asphalt crack sealant, from Superior Supply, Inc., utilizing Arizona Department of Transportation (ADOT) Contract No. ADOT19-209983, in an amount not to exceed \$250,000.

53. Purchase of Pecos Water Treatment Plant Access Control and CCTV Installation Services

Move City Council approve the purchase of access controls and security equipment, utilizing State of Arizona Contract No. CTR056377, with APL Access & Security, Inc., increasing the spending limit by \$203,561, for the revised amount not to exceed \$1,131,061.

54. Purchase of LED Lighting

Move City Council approve the purchase of LED Lighting, from Ameresco, utilizing City of Tucson Contract No. 161436-01, in an amount not to exceed \$10,184,191.

Consent Agenda Motion and Vote

Councilmember Lopez moved to approve the Consent Agenda of the October 27, 2022, Regular City Council Meeting; Seconded by Councilmember Orlando.

Motion carried unanimously (6-0), Councilmember Stewart absent.

Public Hearing

55. Annexation Public Hearing, ANX22-0003, for the annexation of approximately 13.4 acres of territory north of the northeast corner of Queen Creek Road and Union Pacific Railroad

Open Public Hearing

MAYOR HARTKE opened the Public Hearing at 6:06 p.m.

Staff Presentation

DAVID DE LA TORRE, PLANNING MANAGER, introduced new staff member Mikayela Liburd, Associate Planner.

MIKAYELA LIBURD, ASSOCIATE PLANNER presented the following.

- Public Hearing Annexation North of the Northeast Corner of Queen Creek and Union Pacific Railroad
- Surrounding Land Uses
 - North: Agriculture
 - South: Church
 - East: Business Park
 - West: Railroad then Multifamily
- Background
 - Approximately 13.4 acres
 - Zoned Rural-43 within Maricopa County
 - Initial City Zoning will be Agricultural District (AG-1)
- General Plan Designation of Employment
- Rezoning and PDP is in review and will be forthcoming for Council review
- Utility services available in Ryan Rd.

- Staff has circulated the request to City departments and no negative comments have been received.
- Additional Information
 - Will occur in three phases
 - Total of 124 acres
 - Industrial and innovation uses
 - Rezoning and PDP being processed by staff

Council Discussion

COUNCILMEMBER ORLANDO asked if this was going to be a business park.

MS. LIBURD stated that the uses were going to be innovative and industrial. She said that it is a part of a larger development that is a total of 124 acres and the rest will be forthcoming.

COUNCILMEMBER ORLANDO asked for a summary detailing the vision for the area.

Discussion from the Audience

None.

Close Public Hearing

MAYOR HARTKE closed the Public Hearing at 6:09 p.m.

Action Agenda

56. Formal Adoption of the Chandler Non-Discrimination Ordinance, as Requested by Councilmember Harris.

COUNCILMEMBER HARRIS thanked the audience for attending on behalf of this item. He mentioned that there was not enough time for deep discussion.

MAYOR HARTKE stated that the council did not have enough time to review the item and looks forward to having a robust conversation with the council.

COUNCILMEMBER ELLIS commended those in attendance and encouraged the audience to engage in the community.

Action Agenda Motion and Vote

Councilmember Harris moved to continue item 56 to the meeting of November 10, 2022; Seconded by Councilmember Ellis.

Motion carried unanimously (6-0), Councilmember Stewart absent.

Informational

- 57. Special Event Liquor Licenses and Temporary and Permanent Extensions of Liquor License Premises Administratively Approved
- 58. Claims Report for the Quarter Ended September 30, 2022

Unscheduled Public Appearances

RICHARD MASON, 517 E. Mead Place, Chandler, stated that there is an ongoing airplane parking problem at the Chandler Airport. He said that he placed his name on the list in January for a spot on the ramp and was told to expect a 3 to 4 month wait and it has been 11 months; he is number 29 on the list. He said that there is a mismanagement of the parking problem. He said that there are people who live out of state and may come for a couple of months but get a spot all year. He declared that Chandler residents should get priority for parking and hangar spaces since Chandler residents' property taxes pay for infrastructure. He mentioned that there are a number of planes that have been there for years and have not moved and some planes that are in states of disrepair. He stated that he spoke to the Airport Operations Manager and that his hands are tied. He pleaded that there needs to be a rule where Chandler residents are bumped to the front of the line. He stated that there are 50 spots that are not being used regularly.

MAYOR HARTKE asked staff to pursue this issue.

COUNCILMEMBER ORLANDO stated that there are rules regarding property and said that something needs to be done.

VICTOR HARDY, 2220 E. Spruce Drive, Chandler, stated that he is the officiating pastor of the Congregational Church of the Valley and is speaking on behalf of Chandler Men of Action. The Chandler Men of Action has been engaged with the City of Chandler for the past 12 years. He thanked Mayor and Council for their support. He invited the audience to attend the Dr. Martin Luther King Jr candlelight vigil on January 15, 2023, at Congregational Church of the Valley at 6:00 pm. He also invited the audience to the African American Banquet on February 24, 2023, at Chandler Gilbert Community College at 6:00 pm.

DANA ALEXANDER, 4163 W. Ivanhoe Court, Chandler, shared that she is disabled and submitted a request for disability related to barrier removal in Municipal Code 12-4.6 This code refers to residential parking on the street of recreational vehicles, stating a person may park such vehicle for the purpose of loading and unloading not for more than 48 hours. She stated that she is

unable to comply with the requirement due to her disability. She submitted a Reasonable Modification Request for a barrier removal and was approved on January 13th, 2022, that approval included an expiration date of June but did not include an explanation as why there was an expiration date. She submitted a request on July 6, 2022, for the removal of the expiration date as her disability does not have an expiration and needs more time for loading and unloading her RV. On August 22, 2022, that reasonable modification was denied, and she appealed the decision. She stated that she met with Jason Crampton, Transportation Manager, and while in that meeting, she suffered a medical condition due to stress and terminated the meeting. She said that she received a letter from Mr. Crampton on October 4 stating that based on the information, her request was still denied. She again asked for another appeal and was asked to meet with Andy Bass, Deputy City Manager but declined to meet for fear of another stress induced attack. She stated that her appeal was denied once again. She proclaimed that the city has put her in an impossible position due to her disability and that she will continue to utilize her RV as she sees fit although it may result in being cited by the city.

MAYOR HARTKE asked staff for an update.

MAYOR HARTKE read the following comment cards for the record relating to Landings at Ocotillo.

AJAY JOSHI, 436 E. Tonto Place, Chandler, submitted the following: Landings project on N.E. corner of Arizona Avenue and Ocotillo, over congestion and accident increase, violation of city zoning, inappropriate use of our tax money to fund police and fire on county island.

DANIEL TEE, 775 E. Blue Ridge Way, Chandler, submitted the following: Landings at Ocotillo will negatively affect the security and land value of Chandler homes. I strongly object to build it in our neighborhood.

MARIO OLMEDO, 226 E. Dogwood Drive, Chandler stated he has been a resident for 10 years and voiced his opposition to the rezoning of the parcel at the corner of Southern Pacific Railroad and Ocotillo Road. He stated that the proposed rezoning to high density housing will conflict with the Chandler General Plan. He said that leadership is needed and support from the City Council to stop this rezoning effort of county land. He expressed his support of the Chandler General Plan as it has attracted investments and jobs and makes Chandler a great place to live and raise a family. He said the proposed developments of the landings will have unintended impacts on the surrounding communities in parking, traffic services, and other things. This area of Chandler was not planned for high density housing. He pleaded to the Council to act in the best in the best interest of our community and help stop this project.

YUAN CHEN, 3230 S. Waterfront Drive, Chandler, expressed her opposition in the Landings project in addition to being opposed by all in the surrounding neighborhood. She stated that over 1600 signatures on the petition opposing the project have been collected; a copy has been provided to

the City Clerk. She pointed out that Jack Sellers, the County's District Supervisor and Daniel Johnson, the county's planner, mentioned that the comments from the City of Chandler will be a part of the decision making. She stated that the support of the council provides a better chance to be heard and taken seriously by the county and that there are five weeks to influence their decision at the December 8 Public Hearing. She pleaded that the council protect the integrity of the Chandler Master Plan and protect the greatness of our beautiful city.

KE FANG, 562 W. Zion Place, Chandler, stated that he has lived in Chandler for over 10 years, he works for Intel and that his sons attend the public school and expressed his love for the city. He expressed his concern of the development for Landings at Ocotillo because the project was called affordable housing and could cause for potential disaster since the project is in the landing path of the airport. He said that there is already overcrowding at Hamilton High School with about 4,000 students and stated traffic is a nightmare every morning when taking his kids to school. He mentioned that in the last year or so, that intersection has the highest traffic accidents in the city. He stated that he understood that the land is not owned by the city but is concerned that it will be annexed after the project is finished and utilize city resources.

LISA RITCHIE, 3100 W. Chandler Boulevard, Chandler, stated that she has been working in Chandler for 16 years and doing real estate in the Chandler for over 10 years. She thanked the Council for the opportunity to express strong opposition of the landings on Ocotillo project. She stated that the traffic at the intersection of Arizona avenue and Ocotillo has been pretty bad. In doing real estate, she stated that she drives around a lot and adding another 2000 residents to the area can only make it worse. She said that based on research, the developer Dominion, is entangled in many lawsuits and force section eight tenants to live in uninhabitable units. Dominion is stating that there will be 21 dwelling units per acre, but the math indicates 24 units per acre. She expressed her concern that they want to build high density apartments and use the slogan of affordable housing to make a profit. She assured that the homeowners are not against affordable housing but believe the ultimate solution to affordable housing is to track investment and increased job opportunities. She stated that there are so many good local developers that should be used for the local development instead of Dominion. She asked members of the council to say no to the project.

LU WANG, 1343 W. Mead Drive, Chandler, added that she is opposed to this project. She stressed that her concern of putting 2000 plus people in the small area of 24 acres across the street from a very popular high school with 4,000 plus students that will cause chaotic traffic. She expressed gratitude to the council for their communication to the county. She pleaded that the council reject the possibility of annexing this property and to make it clear to the council that they are in opposition as this is important on the decision making.

DEREK LOGAN, 445 E Coconino Place, Chandler, thanked the council allowing the residents to speak and for being very receptive. He said that he knows that the council is against this project.

He asked the council to individually write to Daniel Johnson and Jack Sellers for the sake of Chandler. He addressed his concern with the congestion of traffic and air traffic. He stated that he is a private pilot and that nobody wants a three-story high-density housing in the final approach to the airport. He stated that there was an accident in New Hampshire last week where seven tenths of a mile plane went down next to a multifamily home, if it hit the parking lot, if it had hit the building, just think what that would have been like as things like that can happen and the same is true for traffic accidents. He said that there are 217 homes in Pine Lake, and it is tough to get out there and now there's more housing on the south side. He stated that all the exits are going to be at Ocotillo Road and with 518 homes it is going to be horrendous. He pleaded that the council write individually as well as collectively and expressed appreciation for their support.

Current Events

1. Mayor's Announcements

MAYOR HARTKE stated that this past weekend was For Our City Day that had 1,301 volunteers who worked on 54 neighborhood sites, focusing on home, exterior painting, yard maintenance, rock landscaping, and cleanup of alleyways. The volunteers represented many organizations throughout Chandler, including Edwards, Home Depot, Sherwin Williams, Waste Management, Intel, SRP, and many more. He thanked council, council-elect many staff persons and city residents that came and helped on this project.

MAYOR HARTKE congratulated, Arizona's Miss Juneteenth, Shawndrea Norman placed first runner up in this year's National Pageant.

MAYOR HARTKE wished the audience a Happy Diwali and expressed the importance of this cultural event that celebrates the triumph of light over darkness. He attended the City of Chandler's Diversity Diwali Festival last Saturday October 22. He recognized how fortunate it is to host such wonderful culture events right here in our city.

MAYOR HARTKE mentioned that the Chandler Asian Festival will take place on Saturday on October 29 and 30 from noon until 10:00 pm at Tumbleweed Park and is an opportunity to celebrate Asian culture and heritage.

2. Council's Announcements

COUNCILMEMBER HARRIS announced that last Saturday, Ready, Set, Go Foundation had a Mental Health Walk, and mentioned that over 600 people came out. He mentioned that Councilmember Elect Angel Encinas, Congressman Greg Stanton, Chandler Unified School District Frank Narducci, and other elected officials participated. He shared that it was an amazing walk to spread mental health awareness. He thanked the Chandler Police Department for ensuring that the walk was safe and had a great time engaging with the participants. He announced another one will take

place along with a Mental Health Awareness Event. He acknowledged his wife who was in attendance.

COUNCILMEMBER LOPEZ thanked the residents who spoke regarding the Landings at Ocotillo and encouraged the public to stay engaged. He wished his fellow shipmates a happy belated Navy Birthday.

VICEMAYOR ROE recognized the audience in attendance and thanked staff for their continued hard work. He thanked public safety personnel for ensuring the city remains safe.

COUNCILMEMBER ELLIS mentioned that there will be an Open Court on Saturday, November 5 to better accommodate the working public from 8:00 am to noon. She stated that the Department of Motor Vehicles will also be participating in the event. She invited the public to the 10th Annual Tullamore Sister City Tea Party taking place on November 5 at 10:00 am at Tumbleweed Recreation Center. For more information visit Chandlerirish.gov

COUNCILMEMBER ORLANDO
None.

3. City Manager's Announcements

JOSHUA WRIGHT, CITY MANAGER recognized the success of the For Our City Day Event and thanked the Neighborhood Services Department, Leah Powell, Neighborhood Resources Director and Priscilla Quintana, Neighborhood Programs Administrator for their hard work on the event. He stated that 129 city employees volunteered in the event.

Adjourn

The meeting was adjourned at 6:52 p.m.

ATTEST: _____
City Clerk Mayor

Approval Date of Minutes: November 7, 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 27th day of October 2022. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of November, 2022.

City Clerk



City Council Memorandum Cultural Development Memo No. CD 23-011

Date: November 7, 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: Final Adoption of Ordinance No. 5036, adopting the provisions of a development agreement and purchase agreement with One Chandler Owner, LLC, for the sale and redevelopment of City-owned real property located at the northeast corner of Arizona Avenue and Buffalo Street, known as "Site 7" in Chandler.

Proposed Motion:

Move City Council adopt Ordinance No. 5036, adopting the provisions of a development agreement and purchase agreement between One Chandler Owner, LLC, and the City of Chandler for the sale and redevelopment of City-owned real property located at the northeast corner of Arizona Avenue and Buffalo Street, known as "Site 7" in Chandler, Arizona, and authorizing the City Manager to sign all related documents as approved by the City Attorney.

Background:

Site 7 is comprised of 1.686 acres located at the northeast corner of Arizona Avenue and Buffalo Street. The site is vacant and owned by the City. It is currently utilized for parking but otherwise unimproved.

In May 2017, a Request for Proposal (RFP) was issued for Site 7. The RFP outlined preferred specifications including an urban, mixed-use development that would include retail, restaurant, office/services, and parking. On April 25, 2019, City Council approved a Development Agreement between the City of Chandler and LGE Design Group, LLC. On August 25, 2021, the City and LGE Development Group, LLC, mutually terminated the Site 7 Development Agreement (A) due to the developer being unable to meet the construction

timelines specified in the Development Agreement.

In December 2021, Jackson Dearborn Partners, now known as One Chandler Owner, LLC, acquired the parcels immediately north and adjacent to Site 7. The City of Chandler and One Chandler Owner, LLC, began negotiation of a development agreement which would assemble Site 7 and the parcels immediately north, allowing for a more robust, higher-density project.

Discussion:

The Development Agreement between One Chandler Owner, LLC, and the City of Chandler includes a proposed mixed-use project consisting of 290 units of housing, 13,000 square feet of office space, 16,000 square feet of retail space, and a self-contained parking structure. Per the agreement, the City will sell Site 7 to One Chandler Owner, LLC, for its appraised value of \$2.94 million. Should One Chandler Owner, LLC, not fulfill the obligations of the agreement, the City has the right to reacquire Site 7. Deadlines within the Development Agreement include the commencement of construction no later than 24 months from the effective date of the agreement and completion of construction no later than 54 months after the effective date. One Chandler Owner, LLC, has also agreed to improve the alleys between the project and Jack in the Box.

The project is within the boundaries of the Enhanced Municipal Services District and will contribute accordingly.

This Ordinance was introduced and tentatively adopted on October 27, 2022.

Financial Implications:

Per the Purchase Agreement, the City of Chandler will sell Site 7 to One Chandler Owner, LLC, for its appraised value of \$2.94 million.

Attachments

Ordinance 5036

Site 7 Development Agreement

Site 7 Purchase Agreement

ORDINANCE NO. 5036

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, ADOPTING THE PROVISIONS OF A DEVELOPMENT AGREEMENT AND PURCHASE AGREEMENT BETWEEN ONE CHANDLER OWNER, LLC, AND THE CITY OF CHANDLER FOR THE SALE AND REDEVELOPMENT OF CITY-OWNED REAL PROPERTY LOCATED AT THE NORTHEAST CORNER OF ARIZONA AVENUE AND BUFFALO STREET, KNOWN AS "SITE 7," AND AUTHORIZING THE MAYOR AND CITY MANAGER TO SIGN DOCUMENTS AS APPROVED BY THE CITY ATTORNEY.

WHEREAS, the City owns certain real property approximately 1.686 acres in size in its downtown area that is generally identified as Site 7 (the "Property"), a legal description of which is included in Exhibit "A," attached hereto and incorporated herein; and

WHEREAS, the Property is located in the City's "Chandler Redevelopment Area" established pursuant to Resolution No. 1180 and in the City's Central Business District established pursuant to Resolution No. 4646; and

WHEREAS, the Property was acquired by the City as part of its plan to redevelop and revitalize the downtown area of the City as described in the Chandler Redevelopment Area Plan; and

WHEREAS, One Chandler Owner, LLC (the "Developer") has proposed to redevelop the Property in conjunction with adjacent property owned by the Developer in a way that the Parties believe will contribute to the implementation and achievement of the City's goals of redevelopment and revitalization of the City's downtown area; and

WHEREAS, the City of Chandler desires to enter into a development agreement to facilitate private development of the Property, and finds that the proposed arrangement will provide new and different services and facilities benefitting current and pending commercial development in Downtown Chandler; and

WHEREAS, the purchase agreement is intended to set forth certain obligations of the Parties with respect to the contemplated sale of Property, as permitted by Arizona law.

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

Section 1. The City Council of the City of Chandler, Arizona, does hereby authorize and approve the development agreement with One Chandler Owner, LLC and authorizes the Mayor to execute the development agreement and related documents in substantial conformance with the document attached in Exhibit B.

Section 2. The City Manager is hereby authorized to execute and provide necessary documentation needed to implement the Purchase Agreement in substantial conformance with the document attached in Exhibit C. All final forms shall be

approved by the Chandler City Attorney. Any related documents necessary to close the transaction may be executed by the City Manager or a designee, subject to approval as to form by the Chandler City Attorney.

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. 5036 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.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY TA

Published in the Arizona Republic on:

Exhibit A
Legal Description

LOTS DESCRIPTION

Lots 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 268, 270, 272, 274 TOWNSITE OF CHANDLER, according to the plat of record in the office of the Maricopa County Recorder, in Book 5 of Maps, Page 34.

EXCEPT the north 3.00 feet of Lot 268

EXCEPT that portion of Lot 139 described as follows:

BEGINNING at the Southwest corner of said Lot 139; thence South 89 degrees 24 minutes 17 seconds East along the South line thereof, a distance of 3.00 feet; thence North 29 degrees 41 minutes 53 seconds West 5.79 feet to the West line of said Lot; thence South 1 degree 30 minutes 18 seconds West along said West Lot line, a distance of 5.00 feet to the Point of Beginning.

ALLEY VACATION RECORDED PER ORDINANCE NO. 3509 RECORDED 2004-0365563

A portion of TOWNSITE OF CHANDLER, according to the plat of record in the office of the Maricopa County Recorder, in Book 5 of Maps, Page 34, being more particularly described as follows:

BEGINNING at a point marking the northeast corner of Lot 128 as shown in said Book 5 of Maps, Page 34 of Maricopa County records;

THENCE Westerly along the north line of Lots 128 through 139 to the northwesterly corner of Lot 139;

THENCE along the northerly prolongation of the west line of said Lot 139 to a point that lies 10 feet north of said north line of Lots 128 through 139;

THENCE easterly, parallel with and 10 feet north of said north line of Lots 128 through 139 to a point being on the southerly prolongation of a line parallel with and 10 feet west of the west line of Lots 270, 272 and 274;

THENCE northerly, parallel with and 10 feet west of said west line of Lots 270, 272 and 274 to a point on the westerly prolongation of the north line of Lot 270;

THENCE easterly to the northwest corner of said Lot 270;

THENCE southerly along said west line of Lots 270, 272 and 274 to the southwest corner of Lot 274;

THENCE easterly along the south line of said Lot 274 of the southeast corner of said lot;
THENCE southerly to the POINT OF BEGINNING.

Exhibit B
Development Agreement

Exhibit C
Purchase Agreement

When recorded, return to:

Chandler City Attorney's Office
City of Chandler
Post Office Box 4008, Mailstop 602
Attn: City Attorney



DEVELOPMENT AGREEMENT

SITE 7

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

and

**One Chandler Owner, LLC,
a Delaware limited liability company**

Approved by City Council on October 27, 2022

DEVELOPMENT AGREEMENT

This development agreement (the “Agreement”) is made by and between the City of Chandler, an Arizona municipal corporation (“City”) and One Chandler Owner, LLC, a Delaware limited liability company (“Developer”). This Agreement is effective October 27, 2022 (the “Effective Date”). City and Developer will be referred to in this Agreement collectively as “Parties” and individually as a “Party.”

RECITALS

The Parties recite and state the following, each of which is a material term and provision of this Agreement:

A. The City owns improved real property equaling 1.77 acres along Buffalo Street, from Arizona Avenue to Washington Street, within the City of Chandler, Maricopa County, Arizona (the “Property”) as legally described in the attached Exhibit A (the “Property”); together with all rights, privileges, easements and appurtenances thereto benefitting the Property (whether recorded or not recorded).

B. The Property is currently zoned with a mixture of different zoning designations, including City Center District (CCD), Multi-family (MF-1) and Planned Area Development (PAD). PAD re-zoning will help achieve maximum and desirable development on the Property.

C. The Property was acquired by the City as part of its plan to redevelop and revitalize the downtown area of the City as described in the Chandler Redevelopment Area Plan.

D. Developer is the owner of the assembled parcels immediately adjacent to the Property along its north boundary. Developer will develop its assembled parcels with the Property as one development.

E. Developer has proposed to build a seven-story, mixed-use structure with 290 units of housing, 13,000 square feet of office space, 16,000 square feet of retail space, and a self-contained parking structure that will complement the area surrounding the Property (“Project”). The Parties believe the Project will contribute to the implementation and achievement of the City’s goals of redevelopment and revitalization of the City’s downtown area. Throughout this Agreement, the proposal accepted by the City will be referred to as the “Proposed Development Plan.”

F. The City, therefore, desires to convey the Property by sale to Developer, on the terms and conditions set forth in this Agreement and the Purchase Agreement.

G. The City and Developer hereby acknowledge and agree that redevelopment of the Project will result in significant direct and indirect benefits accruing to the City and the general public, including, without limitation, increased value of the Property, increased tax revenues, expansion of the employment base within the City and incentivizing the redevelopment of the City’s downtown.

H. This Agreement is intended to set forth certain obligations of the Parties with respect to the contemplated redevelopment of the Property, as permitted by Arizona law. The Parties intend for this Agreement to be a “Development Agreement” within the meaning of A.R.S. § 9-500.05 and an agreement to promote economic development activities within the meaning of A.R.S. § 9-500.11 and redevelopment of the Chandler Redevelopment Area consistent with A.R.S. § 34-1471 *et seq.*

I. The City has determined that the proposed development of the Property in accordance with this Agreement is consistent with the City’s General Plan and the Chandler Redevelopment Area Plan.

J. This Agreement is part of a transaction between the City and Developer in which the Developer intends to develop the Project in accordance with the terms of this Agreement. Accordingly, the Parties intend that this Agreement and the Purchase Agreement (collectively, the “Project Documents”) be construed harmoniously in order to give full effect to the intentions of the Parties with respect to purchase and development of the Property as reflected by the Project Documents. In the event of any conflict or ambiguity arising from the Project Documents, the Project Documents shall control in the following order of precedence: first, this Agreement; second, the Purchase Agreement.

AGREEMENT

In consideration of the foregoing recitals and representations and the mutual covenants and conditions in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. DEFINITIONS. In this Agreement, unless a different meaning clearly appears from the context:

1.2 **“Agreement”** means this Agreement, as amended or supplemented in writing from time to time, and includes all exhibits and schedules attached hereto. References to Sections or Exhibits are to this Agreement unless otherwise qualified.

1.3 **“Applicable Laws”** means the federal, state, county and local laws (statutory and common law), charter provisions, codes, ordinances, rules, regulations, permit requirements, fee schedules and assessments, and other requirements and official policies of Chandler which apply to the development of all or any part of the Property.

1.4 **“Business Day”** means any day of the week when the Development Services Department is open to the public for the conduct of the department's business.

1.5 **“Certificate of Completion”** means a certificate issued by the City certifying that a building shell or other improvement is substantially completed in accordance with approved plans in accordance with Applicable Laws.

1.6 **“City”** means the City of Chandler, an Arizona municipal corporation (and any successor public body or officer hereafter designated by or pursuant to law).

- 1.7 **“City Code” or Code**” means the Chandler City Code and regulations of the City.
- 1.8 **“City Delay”** means as defined in Section 3.2.
- 1.9 **“Commence Construction”** or **“Commencement of Construction”** or **“Construction Commencement”** and variations means the occurrence of both of the following: (i) the issuance of a construction permit, and (ii) the commencement of vertical construction of the Minimum Improvements beyond grading of foundation for which a construction permit is issued.
- 1.10 **“Completion of Construction”** or **“Construction Completion Date”** shall mean the issuance of a Certificate of Completion for the Minimum Improvements.
- 1.11 **“Default”** means as defined in Section 5.1.
- 1.12 **“Developer”** means One Chandler Owner, LLC, a Delaware limited liability company (and any successor or assignee).
- 1.13 **“Force Majeure Events”** means any one or more of the following which prohibits or materially interferes with, delays, or alters the performance of the applicable duty under this Agreement: strikes or lockouts; shortages of material (excluding those caused by lack of funds) or labor; acts of the public enemy; confiscation or seizure by any government or public authority; injunction, restraining order or other court order or decree; blockades; insurrections; riots; civil disturbances; epidemics; pandemics; regional or national health crises; acts of nature; fires; explosions; nuclear reaction or radiation; radioactive contamination; as to Developer, the failure or delay by the City in issuing any approvals, permits or certificates required, authorized or contemplated by this Agreement, including a City Delay; any other similar cause (excluding those caused by lack of funds); and any other event not within the reasonable control of the applicable Party.
- 1.14 **“Improvements”** means all privately owned buildings and other structures to be located within the Project including the Minimum Improvements.
- 1.15 **“Purchase Price”** means as defined in Section 2.
- 1.16 **“Minimum Improvements”** means as described in Section 3.1 and as depicted on Exhibit B.
- 1.17 **“Proposed Development Plan”** means the development plan (described in Section A) and depicted on Exhibit B as proposed by Developer for the Project that illustrates and demonstrates the general components of the Minimum Improvements.
- 1.18 **“Person”** means and includes natural persons, corporations, limited partnerships, general partnerships, joint stock companies, joint ventures associations, limited liability companies, limited liability partnerships, trusts, land trusts, business trusts or other organizations, whether or not legal entities.
- 1.19 **“Project”** means the Minimum Improvements plus any additional private land uses constructed on the Property by Developer.

1.20 **“Project Documents”** means as defined in Recital 1.1J. The Project Documents include all exhibits to such documents.

1.21 **“Public Infrastructure Improvements”** means as described in Section 4.

1.22 **“Purchase Agreement”** means the purchase agreement in the form substantially similar to the form attached as Exhibit C.

1.23 **“The Property”** means the real property specifically identified on Exhibit A.

1.24 **“System Development Fee”** means any fee owed by Developer in connection with the development described herein pursuant to Chapter 38 of the Chandler City Code.

1.25 **“Zoning Code”** means Chapter 35 of the Chandler City Code.

SECTION 2. ACQUISITION AND DISPOSITION OF THE PROPERTY.

2.1 Purchase. Developer will purchase the Property from City by executing a Purchase Agreement in substantial compliance with the form attached as Exhibit C to this Agreement.

2.2 Purchase Price. The purchase price for the Property is two million nine hundred and forty thousand dollars (\$2,940,000.00) (the “Purchase Price”).

2.3 Purchase and Resale to City. If Developer purchases the Property from City but fails to complete the Minimum Improvements listed in Section 3.1 within the time allowed in this Agreement, and after all applicable cure periods have expired, City shall have the right, at its option, to re-purchase the Property from Developer for the Purchase Price, as stated in Section 2.2. City will adjust the purchase price based upon its reasonable costs to remediate any damage to the Property and to restore the Property to its undeveloped condition.

2.4 Assignment. During the term of this Agreement, the Developer may not sell, assign, or transfer its interest in this Agreement or the Property to another entity or person without the express written consent of City. Notwithstanding the foregoing, Developer may assign or transfer its rights and duties under this Agreement and the Purchase Agreement to an affiliate entity that is 100% controlled by Developer.

2.5 Developer Ownership and Management. Upon request by City, Developer must furnish documentation to City that describes all persons or entities having ownership or management of Developer, including a description of the ownership percentages and/or decision-making authority of each person or entity. Developer may not make changes to the ownership percentages or management authority of the individuals or entities having control of Developer without the written consent of City.

SECTION 3. DEVELOPMENT OF PROPERTY.

3.1 Developer Obligations.

A. Minimum Improvements. The development proposed by Developer is depicted in Exhibit B and is composed of a seven-story, mixed-use structure with 290 units of housing, 13,000 square feet of office space, 16,000 square feet of retail space, and a self-contained parking structure (“Minimum Improvements”). Developer must construct the Minimum Improvements in substantial conformance to the Proposed Development Plan depicted in Exhibit B unless City requires changes during the plan review process to adhere to City’s design standards.

B. The construction of the Minimum Improvements as described in this Section 3.1 and as depicted on Exhibit B shall occur in a single phase and in accordance with the deadlines set forth herein. Developer’s compliance with the timing of its provision of the Minimum Improvements and its compliance with the Proposed Development Plan were material considerations for City’s determination to enter into this Agreement as a method for revitalization and redevelopment of the Chandler Redevelopment Area. Developer’s timely compliance is a material part of the consideration being provided by Developer for the right to purchase and develop the Property.

C. Alleyway Improvements and License. Developer agrees to improve and incorporate into the Project the alleyway that exists between the Project and the adjacent Jack-in-the-Box parcel. The alleyway improvements are considered part of the Minimum Improvements required by the Agreement and will include paving, lighting, and landscaping to create a safe and inviting pedestrian space (the “Alleyway Improvements”). Developer will include the Alleyway Improvements on its site design submittals to City staff and will incorporate City staff’s comments into the alleyway design during the City’s preliminary development plan (“PDP”) review process. Developer and City will execute a separate license agreement (“Alleyway License”) within ninety days of the Effective Date for use of the alleyway to govern Developer’s continued use and maintenance obligations for the alleyway property. Developer will maintain the Alleyway Improvements during the entire term of the Alleyway License. Developer agrees that this maintenance obligation is ongoing during the term of the Alleyway License and will continue beyond the termination of this Agreement. If the Parties are unable to execute the Alleyway License due to unforeseen circumstances beyond the Parties’ control, the Parties agree that the Alleyway Improvements will be removed from the Project and will not be part of the Minimum Improvements required of Developer under this Agreement. At all times during the term of the Alleyway License, City shall maintain ownership of the alleyway in fee. Upon termination of the Alleyway License, City will assume all maintenance of the alleyway.

D. City Development Standards. Developer shall construct the Minimum Improvements according to City’s construction and development standards.

E. Enhanced Municipal Services District. Developer understands that the Property is contained within the Downtown Chandler Enhanced Municipal Services District and Developer will promptly pay all associated assessments when due.

F. Developer’s Construction Deadlines. Developer shall abide by the following construction deadlines. If Developer has not performed the action by the dates set forth

below, subject to Force Majeure Events, City may proceed to declare a Default as set forth in Section 5. The timely construction of the Minimum Improvements is a material part of the consideration provided by Developer under this Agreement.

CONSTRUCTION DEADLINES	
ACTION	DEADLINE
Developer's submittal of administratively complete application(s) for any land use entitlements required for Minimum Improvements	Six (6) months from the Effective Date of this Agreement
Developer's submittal of 100% completed civil plans for the grading permits and 100% completed building construction plans for the building construction permits	Twelve (12) months from the Effective Date of this Agreement
Developer's Commencement of Construction ("Construction Commencement")	Twelve (12) months from approval of civil plans or twenty-four (24) months from the Effective Date of this Agreement, whichever is sooner.
Developer's Completion of Construction ("Construction Completion Date")	Thirty (30) months from Construction Commencement

G. Environmental Due Diligence. Developer is aware of historic soil and groundwater contamination on the Property that occurred before City came into possession. Developer will conduct its own environmental due diligence sufficient to satisfy any concerns Developer may have about the suitability of the Property for development pursuant to this Agreement. Developer may, at its own option, apply for a prospective purchaser agreement with the Arizona Department of Environmental Quality.

3.2 City's Obligations.

A. Coordination Meetings. From the Effective Date through the completion of the Minimum Improvements, the respective designated representatives of the City and

Developer shall meet once monthly or upon request of either party to coordinate the development of the Project and to otherwise facilitate the orderly development of the Project. This Section 3.2(A) may be waived upon mutual agreement of the Parties.

B. Rights of Lenders. City is aware that Developer may obtain financing or refinancing for acquisition, development and/or construction of the Property and/or Project, in whole or in part, from time to time, by one or more third parties. The City shall, upon written notice by Developer, provide to any Lender an estoppel certificate or other document evidencing that this Agreement is in full force and effect and that no Event of Default by Developer exists hereunder (or, if appropriate, specifying the nature and duration of any existing Event of Default). Upon reasonable written request by a Lender, City will enter into a separate non-disturbance and recognition agreement with the Lender in such commercially reasonable form as may be consistent with the provisions of this Section and otherwise reasonably acceptable to the City.

C. Timing for City Approvals. City agrees to expedite its review of development submittals according to the following schedule for granting or issuing its approvals or permits (as applicable):

1. City will process Developer's PAD zoning application, preliminary development plan ("PDP"), and any other land use matter or entitlement required in connection with Developer's applications, as outlined in the Construction Deadlines in Section 3.1(F). City's approval is contingent upon Developer conforming to all reasonable comments and concerns of City staff and the City's Planning and Zoning Commission, as well as conformance with City Code and adopted applicable design standards. City approval is also contingent upon Developer's timely response to City concerns so that adequate time is allowed for scheduling hearings before the Planning and Zoning Commission and City Council as required by City Code.

2. City will provide submittal comments indicating the need for additional information or design revisions from Developer within 10 working days of receipt by City. Design submittals will be deemed "final and complete" when all comments by City staff have been addressed to City's reasonable satisfaction and the submittal complies with City Codes and applicable design standards.

3. City will approve Developer's civil drawings and issue all permits for on-site and off-site work within fifteen (15) working days of Developer's final and complete submission to City and payment of all applicable fees.

4. City will approve Developer's building construction plans and issue all permits for construction within thirty (30) working days of Developer's final and complete submission to the City and payment of all applicable fees.

5. The failure of City to reasonably comply with any of the matters listed in this Section 3.2 is a default by City under this Agreement and shall be a "City Delay."

D. Phasing of City Approvals. Although the construction of the Minimum Improvements will be done in one phase, City agrees that Developer may submit its civil

plans and drawings in phases to include separate submittals for: i) grading and drainage; and ii) foundation plans; and iii) building plans. Developer will submit separate plan submittals for the civil on-site and civil off-site designs. Developer will coordinate all proposed civil and building phasing plans with City staff before formal submission.

SECTION 4. PUBLIC INFRASTRUCTURE IMPROVEMENTS.

4.1 Developer shall construct offsite public infrastructure improvements within the public right-of-way sufficient to serve the Minimum Improvements if City determines following consultation with Developer that such improvements are necessary. Nothing contained herein shall limit Developer's obligation to provide additional street and traffic signal improvements or public water and wastewater infrastructure should Developer obtain approvals to construct Improvements on the Property that are of a greater intensity or density than the Minimum Improvements.

SECTION 5. DEFAULTS.

5.1 Events of Default. It shall be a default hereunder ("Default") if either Party fails to perform any of its obligations hereunder or under the Purchase Agreement, and such failure continues for a period of thirty (30) days after Notice from the non-defaulting Party specifying in reasonable detail the nature of the failure in the case of a monetary default, or ninety (90) days after Notice from the non-defaulting Party specifying in reasonable detail the nature of the failure in the case of a non-monetary default; provided, however, that no non-monetary Default shall be deemed to exist if a cure within ninety (90) days is not practicable and the defaulting Party commences a cure within such ninety (90) day period and diligently and expeditiously pursues such cure to completion within one hundred eighty (180) days after Notice from the non-defaulting Party.

5.2 Remedy of City. In the event of a Default by Developer and Developer's failure to timely cure the default as provided in this Section 5, the City's remedy shall be as follows:

A. City shall provide notice of the Default to Developer and Developer's Lender (if any) to provide the Lender such time to cure Developer's Default as is reasonably necessary, but in no event more than one hundred eighty (180) days from such Notice to Lender; and

B. If Developer or Developer's Lender fails to cure Developer's default within the time permitted above, City shall have all remedies available to it at law or in equity. City may institute a legal action to cure, correct, or remedy any default, to enforce any covenant or agreement herein, to terminate this Agreement and/or the Purchase Agreement, or to enjoin any threatened or attempted violation, including suits for declaratory relief, specific performance, and actions for damages, provided, however, that claims for damages shall be limited to actual damages. City hereby waives any right to seek indirect, consequential, punitive, multiple, exemplary, or any other damages other than actual damages for a breach of this Agreement by Developer.

C. Remedy of City if Minimum Improvements are not Completed. In addition to those remedies outlined above, if Developer does not complete the Minimum Improvements

within the time specified in this Agreement, including all applicable cure periods after a Notice of Default by City, then City may terminate this Agreement and may take possession of the Property and all improvements thereon. If City elects to take possession of the Property, City shall re-purchase the Property from Developer for the Purchase Price, adjusted by City's reasonable costs to remediate any damage to the Property and to restore the Property to its undeveloped condition. If City invokes the remedy provided by this section, Developer agrees to execute, acknowledge, and deliver to City at or before expiration or termination of this Agreement a proper recordable instrument prepared by City quit claiming and releasing to City any right, title, and interest in the Property and the improvements thereon.

5.3 Remedy of Developer. In the event of a Default by City and failure by City to timely cure the Default as provided in Section 5.1, Developer shall have all remedies available to it at law or in equity. Developer, or any successor-in-interest or assignee, may institute a legal action to cure, correct, or remedy any default, to enforce any covenant or agreement herein, to terminate this Agreement and Purchase Agreement, or to enjoin any threatened or attempted violation, including suits for declaratory relief, specific performance, relief in the nature of mandamus and actions for damages, provided, however, that claims for damages shall be limited to actual damages. Developer hereby waives any right to seek indirect, consequential, punitive, multiple, exemplary or any other damages other than actual damages for a breach of this Agreement by City. Notwithstanding the foregoing, solely in the event of a City Delay, Developer in its sole election may elect to (i) treat the City Delay as a Force Majeure Event with each day of the City Delay extending the dates of any required performance by Developer by the same number of days; or (ii) give the City Notice and an opportunity to cure its Default in accordance with Section 5.1; or (iii) without any requirement or obligation of notice and opportunity to cure, immediately terminate this Agreement and the Purchase Agreement by written Notice to the City, in which event Developer shall retain all other rights and remedies set forth in this Section 5.3.

5.4 Delays; Waivers. Except as otherwise expressly provided in this Agreement, any delay by any Party in asserting any right or remedy under this Agreement shall not operate as a waiver of any such rights or limit such rights in any way; and any waiver in fact made by such Party with respect to any default by the other Party shall not be considered as a waiver of rights with respect to any other default by the non-defaulting Party or with respect to the particular default except to the extent specifically waived in writing.

5.5 Rights and Remedies Cumulative. Subject to the limitations of Section 5.2 and Section 5.3, the rights and remedies of the Parties are cumulative, and the exercise by either Party of any one or more of such rights shall not preclude the exercise by it, at the same or different times, of any other right or remedy for any other default by the other Party.

5.6 Good Faith Efforts to Achieve Deadlines. Each Party agrees that it shall act in good faith with respect to its efforts timely to make all submissions and comply with all deadlines in order to allow the timely and successful performance of the other Party.

SECTION 6. REPRESENTATIONS.

6.1 City Representations. The City represents and warrants to Developer that:

A. The City is duly formed and validly existing under Arizona law and that the individual(s) executing this Agreement on behalf of the City is authorized and empowered to bind the City.

B. The City has the full right, power, and authorization to enter into and perform this Agreement and each of the City's obligations and undertakings under this Agreement, and the City's execution, delivery, and performance of this Agreement have been duly authorized and agreed to in compliance with the requirements of its Charter and Arizona law.

C. All consents and approvals necessary to the execution, delivery and performance of this Agreement and the Purchase Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery, and performance; provided, however, the Parties hereby acknowledge and agree that pursuant to Chandler's City Charter, additional documents may require approval from Chandler City Council.

D. The City will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

6.2 Developer Representations. Developer represents and warrants to the City that:

A. Developer is duly registered as a foreign entity doing business in Arizona and validly existing under Arizona law and that the individual(s) executing this Agreement on behalf of Developer is authorized and empowered to bind Developer.

B. Developer has the full right, power and authorization to enter into and perform this Agreement and of the obligations and undertakings of Developer under this Agreement, and the execution, delivery and performance of this Agreement has been duly authorized and agreed to in compliance with its organizational documents and Arizona law.

C. All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.

D. Developer will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

SECTION 7. EFFECTIVE DATE AND TERM

7.1 Effective Date. This Agreement shall be effective as of the date that it is approved by the Chandler City Council. This Agreement shall be recorded in the Official Records of Maricopa County, Arizona, in accordance with the requirement of A.R.S. § 9-500.05.

7.2 Term. The term of this Agreement ("Term") shall be six (6) years from the Effective Date, the earlier completion of the Minimum Improvements, or as otherwise set forth in this Agreement, whichever is sooner.

SECTION 8. GENERAL PROVISIONS.

8.1 Force Majeure. If either Party is delayed or prevented from the performance of any duty or obligation under this Agreement by reason of a Force Majeure Event, then the performance of such duty or obligation shall be excused for the period of the delay, and the period for the performance by such Party of any such duty or obligation shall be extended for a period equivalent to the period of such delay. The Party subject to any Force Majeure Event shall provide Notice to the other Party as soon as reasonably practicable.

8.2 Notices. Except as otherwise required by law, any notice, demand or other communication required to be given by this Agreement (each, a "Notice") shall be in writing and shall be given by (i) personal delivery; (ii) by certified or registered U.S. Mail, return receipt requested; or (iii) by any nationally recognized express or overnight delivery service (e.g., FedEx or UPS), with all postage and other delivery charges prepaid and addressed to the Parties at their respective addresses set forth below, or at such other address as a Party may designate in writing pursuant to the terms of this paragraph:

To Developer:	One Chandler Owner, LLC 510 South Neil Street Champaign, IL 61820 Attention: Christopher R. Saunders Email: chris@greenstrealty.com
With a copy to:	Jennings, Strouss & Salmon, P.L.C. One East Washington Street, Suite 1900 Phoenix, AZ 85004-2554 Attention: Brett D. Siglin Email: bsiglin@jsslaw.com
To the City:	City of Chandler Cultural Development Department (MS 498) P. O. Box 4008 Chandler, AZ 85244-4008 Attention: Cultural Development Director
With a copy to:	City of Chandler City Attorney's Office P. O. Box 4008 Chandler, AZ 84244-4008 Attention: City Attorney

8.3 Effective Date of Notices. Any Notice will (i) if delivered personally or delivered through a same day delivery/courier service be deemed effective upon delivery or refusal to accept delivery by the addressee; and (ii) if delivered by U.S. mail in the manner described above be deemed effective upon the earlier of receipt or three (3) business days after deposit in a post office operated by the United States or with a United States postal officer; and (iii) if sent by a recognized national overnight delivery service be deemed effective one (1) business day after deposit with

such service. Notwithstanding the foregoing, no payment shall be deemed to be made until actually received in good and available funds by the intended payee.

8.4 Attorneys' Fees. In the event of a dispute, action, proceeding, or litigation arising out of or relating to this Agreement, including any action for declaratory, injunctive or other equitable relief, the prevailing Party in any such action shall be entitled to reimbursement of its reasonable attorneys' fees and court costs, including, but not limited to, its costs of expert witnesses, transportation, lodging and meal costs of the Party and witnesses, costs of transcript preparation and other reasonable and necessary direct and incidental costs of such dispute.

8.5 Recordation. The City will cause this Agreement to be recorded in its entirety in the Official Records of Maricopa County, Arizona, not later than ten (10) days after execution of the Agreement by the Parties, and shall thereafter promptly provide a recorded copy of this Agreement to Developer.

8.6 Governing Law. This Agreement shall be governed by and construed under the internal, substantive laws of the State of Arizona, without reference to the principles of conflict of laws. The City and Developer agree that the proper venue for any matters in connection herewith shall be in the State or Federal courts located in Phoenix, Arizona. City and Developer hereby submit themselves to the jurisdiction of such courts for the purpose of adjudicating any matters relating to or arising from this Agreement or the Project Documents.

8.7 Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. If any applicable law or court of competent jurisdiction prohibits or excuses the City from undertaking any contractual commitment to perform under any provision of this Agreement, the remaining portions of this Agreement shall remain in full force and effect, and the Parties will negotiate diligently in good faith for such amendments of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

8.8 Amendment. No change or addition is to be made to this Agreement except by written amendment executed by the City and Developer. Within ten (10) days after any amendment to this Agreement, the City will cause such amendment to be recorded in the Official Records of Maricopa County, Arizona, and shall thereafter promptly provide a recorded copy of such amendment to Developer.

8.9 Further Assurances. Each Party agrees to perform such other and further acts and to execute and deliver such additional agreements, documents, affidavits, certifications, acknowledgments and instruments as any other Party may reasonably require to consummate, evidence, confirm or carry out the matters contemplated by this Agreement or confirm the status of (i) this Agreement as in full force and effect, and (ii) the performance of the obligations hereunder at any time.

8.10 Calculation of Days. If the last day of any time period stated in this Agreement or the date on which any obligation to be performed under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Arizona, then the duration of such time period or the date

of performance, as applicable, shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday in the State of Arizona.

8.11 Section Headings. The Section headings contained in this Agreement are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement. References to sections or exhibits are to Sections or Exhibits of this Agreement unless otherwise qualified.

8.12 No Partnerships; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Developer and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any Person not a party hereto, and no such other Person shall have any right or cause of action hereunder, except for permitted transferees or assignees to the extent that they assume or succeed to the rights and/or obligations of Developer under this Agreement.

8.13 Recitals, Exhibits. The Recitals set forth in this Agreement are incorporated herein by reference and form a part of this Agreement. The Parties agree that all references to this Agreement include all Exhibits designated in and attached to this Agreement, such Exhibits being incorporated into and made an integral part of this Agreement for all purposes. Parties acknowledge, however, that the Maricopa County Recorder may refuse to record graphical exhibits; and accordingly, some of the incorporated exhibits may not be contained in the recorded copy of this Agreement but are deemed attached and incorporated herein nonetheless. Exhibits that are not included in the recorded copy of this Agreement are attached to the copy of this Agreement in the office of the Chandler City Clerk.

8.14 Entire Agreement. This Agreement and the Purchase Agreement and all exhibits thereto attached and incorporated constitute the entire agreement between the Parties pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are hereby superseded and merged herein.

8.15 Prop 207 Waiver. Developer agrees to and does knowingly waive any and all rights to compensation for diminution in value pursuant to A.R.S. § 12-1134 that may now or in the future exist as a result of the approval or performance of, and all conditions, terms, and agreements contained in this Agreement.

8.16 Conflict of Interest. This Agreement is subject to the cancellation provisions for conflicts of interest pursuant to A.R.S. §38-511.

8.17 Time of Essence. Time is of the essence of this Agreement and each provision of this Agreement.

8.18 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together constitute one agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

CITY:

CITY OF CHANDLER,
an Arizona municipal corporation

By: _____
Mayor Kevin Hartke

Date: _____

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY TA

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2022, by Kevin Hartke, Mayor of City of Chandler, an Arizona municipal corporation, on behalf of the municipal corporation.

Notary Public

My Commission Expires:

DEVELOPER:

One Chandler Owner, LLC
a Delaware limited liability company

By

Name:

Title:

Date:

STATE OF Illinois)
) ss.
County of Champaign)

The foregoing Agreement was acknowledged before me this 11 day of October, 2022,
by Christopher R Saunders, the Manager of One Chandler
Owner, LLC, on behalf of the limited liability company.

Notary Public

My Commission Expires: 7/31/25

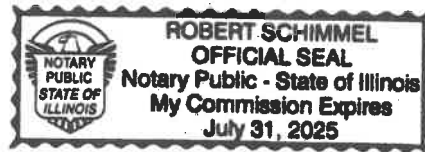


EXHIBIT A

LEGAL DESCRIPTION

LOTS DESCRIPTION

Lots 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 268, 270, 272, 274 TOWNSITE OF CHANDLER, according to the plat of record in the office of the Maricopa County Recorder, in Book 5 of Maps, Page 34.

EXCEPT the north 3.00 feet of Lot 268

EXCEPT that portion of Lot 139 described as follows:

BEGINNING at the Southwest corner of said Lot 139; thence South 89 degrees 24 minutes 17 seconds East along the South line thereof, a distance of 3.00 feet; thence North 29 degrees 41 minutes 53 seconds West 5.79 feet to the West line of said Lot; thence South 1 degree 30 minutes 18 seconds West along said West Lot line, a distance of 5.00 feet to the Point of Beginning.

ALLEY VACATION RECORDED PER ORDINANCE NO. 3509 RECORDED 2004-0365563

A portion of TOWNSITE OF CHANDLER, according to the plat of record in the office of the Maricopa County Recorder, in Book 5 of Maps, Page 34, being more particularly described as follows:

BEGINNING at a point marking the northeast corner of Lot 128 as shown in said Book 5 of Maps, Page 34 of Maricopa County records;

THENCE Westerly along the north line of Lots 128 through 139 to the northwesterly corner of Lot 139;

THENCE along the northerly prolongation of the west line of said Lot 139 to a point that lies 10 feet north of said north line of Lots 128 through 139;

THENCE easterly, parallel with and 10 feet north of said north line of Lots 128 through 139 to a point being on the southerly prolongation of a line parallel with and 10 feet west of the west line of Lots 270, 272 and 274;

THENCE northerly, parallel with and 10 feet west of said west line of Lots 270, 272 and 274 to a point on the westerly prolongation of the north line of Lot 270;

THENCE easterly to the northwest corner of said Lot 270;

THENCE southerly along said west line of Lots 270, 272 and 274 to the southwest corner of Lot 274;

THENCE easterly along the south line of said Lot 274 of the southeast corner of said lot;
THENCE southerly to the POINT OF BEGINNING.

EXHIBIT B

MINIMUM IMPROVEMENTS



VIEW FROM THE INTERSECTION OF ARIZONA AVE & BUFFALO ST



VIEW FROM THE INTERSECTION OF BUFFALO ST & WASHINGTON ST



VIEW FROM THE INTERSECTION OF CHANDLER BLVD & WASHINGTON ST



VIEW FROM THE INTERSECTION OF ARIZONA AVE & CHANDLER BLVD

EXHIBIT C
PURCHASE AGREEMENT

**REAL ESTATE PURCHASE AND SALE AGREEMENT
AND
JOINT ESCROW INSTRUCTIONS**

This Real Estate Purchase and Sale Agreement and Joint Escrow Instructions (the “Agreement”) is made and entered into this 27th day of October 2022, (“Effective Date”) by and between the CITY OF CHANDLER, an Arizona municipal corporation (“Seller”) and ONE CHANDLER OWNER, LLC, a Delaware limited liability company, or its successors or assigns under any of the Project Documents as defined below (“Buyer”). Seller and Buyer shall be referred to in this Agreement, collectively as “Parties,” and individually as a “Party.”

AGREEMENT

1. RECITAL.

This Agreement is part of a transaction between Seller and Buyer in which Seller agrees to sell certain real property (the “Property”) to Buyer pursuant to that certain Development Agreement (the “Development Agreement”) between Seller (named in such document as the City) and Buyer (named in such document as the Developer), and upon which Buyer has proposed to construct certain improvements (the “Project”) pursuant to the Development Agreement. This Agreement, which has been executed as of the Effective Date, will be delivered to the Escrow Holder (with Notice of such delivery to Seller) when Buyer is ready to purchase the Property as set forth in the Development Agreement. Accordingly, the Parties intend that this Agreement and the Development Agreement (collectively, the “Project Documents”) be construed harmoniously in order to give full effect to the intentions of the Parties with respect to the development and purchase of the Property as reflected by the Project Documents. Although this Agreement has been entered into as of the Effective Date to bind the Parties as of the Effective Date, Buyer’s ability to purchase the Property is subject to certain terms and conditions set forth in the Development Agreement. In the event of any conflict or ambiguity arising from the Project Documents, the Project Documents shall control in the following order of precedence: first, the Development Agreement; second, this Purchase Agreement. Any reference to “City” and “Developer” in this Agreement shall have the same meaning as “Seller” and “Buyer,” respectively.

2. PURCHASE AND SALE.

Subject to the terms and conditions of this Agreement and Buyer’s compliance with the terms and conditions of the Development Agreement, Seller agrees to sell, and Buyer agrees to purchase, all of Seller’s right, title, and interest in and to that certain real property located in Maricopa County, Arizona, referred to in this Agreement as the Property (not including the alleyway), and legally described on Exhibit A and graphically shown on the Site Plan attached hereto as Exhibit B.

A. Purchase Process. Buyer will purchase the Property from Seller by executing the Purchase Agreement within five (5) days of the effective date of the Development Agreement. Upon execution of the Development Agreement, and provided Buyer is not in breach of the Development Agreement beyond applicable notice and cure periods, Buyer shall have five (5) days from the date of execution of the Development Agreement to deliver the fully-executed original Purchase Agreement to the Escrow Holder, as that term is defined in the Purchase Agreement. Buyer shall provide Notice to Seller of Buyer’s delivery of the executed Purchase Agreement to

Escrow Holder and Seller shall promptly thereafter provide its executed Purchase Agreement to Escrow Holder. Upon Escrow Holder's receipt of the fully-executed Purchase Agreement, the Parties shall proceed with the purchase and sale of the Property in accordance with the terms and conditions set forth in the Development Agreement and this Purchase Agreement, including satisfaction of all conditions stated in the Development Agreement that must be met before Buyer may purchase the Property.

B. Earnest Money Deposit. Concurrently with Buyer's delivery of the fully-executed Purchase Agreement to Escrow Holder, Buyer will deposit an amount equal to one percent (1%) of the Purchase Price as Buyer's earnest money deposit ("**Deposit**") with Escrow Holder, in cash, certified or bank cashier's check, or other form of collected funds.

C. Purchase Price. The purchase price for the Property shall be two million nine hundred and forty thousand dollars (\$2,940,000.00) (the "Purchase Price").

D. Purchase and Resale to Seller. Should the Buyer purchase the Property from Seller, but fail to complete the Minimum Improvements within the time allotted as set forth in the Development Agreement, Seller shall have the right, at its option, to re-purchase the Property from the Buyer for the Purchase Price. Seller may deduct from the purchase price its reasonable costs to remediate any damage to the Property and to restore the Property to its undeveloped condition.

3. ESCROW.

A. Opening of Escrow. For purpose of this Agreement, the Escrow shall be deemed opened on the date Escrow Holder shall have received the Deposit provided in Section 2(B) from Buyer and three (3) fully executed duplicates of this Agreement from Buyer and Seller (the "Opening of Escrow"). Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened. In addition, Buyer and Seller agree to execute, deliver, and be bound by any reasonable and customary supplemental escrow instructions of Escrow Holder or other instruments as may be reasonably required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend, or supersede any portion of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control.

B. Close of Escrow. For purposes of this Agreement, the Close of Escrow (the "Closing" or "Close of Escrow") shall be defined as the date the Special Warranty Deed, the form of which is attached hereto as Exhibit "C" (the "Deed"), conveying the Property to Buyer, recorded in the Official Records of Maricopa County, Arizona. Unless this Agreement and Escrow related thereto have been properly cancelled pursuant to the terms of this Agreement, the Close of Escrow shall occur on the date which is sixty (60) days after the Opening of Escrow (the "Closing Date") or on such date as is mutually agreed upon by the Parties with written notifications to the Escrow Holder specifying the agreed upon date. In the event that Seller cannot cure any Title Defect or provide all of the requisite approvals by the Closing Date, then Buyer may (but is not obligated to) extend the Closing Date for successive thirty (30) day periods to permit Seller to proceed diligently and in good faith to cure such defects.

C. Inspection Review Period.

- a. Buyer shall have a period expiring at 5:00 p.m. (Arizona time) on the date that is sixty (60) days from the Opening of Escrow (as defined below) to complete its

review of title, survey, engineering studies, environmental site assessment, and any other site due diligence deemed appropriate by Buyer (the "Inspection Period" or the "Feasibility Period"). Such studies and inspections include, but are not limited to, any engineering, environmental, soils, feasibility, marketing, or economic studies and investigations of the Property and Buyer's intended development on the Property that Buyer deems appropriate. Buyer shall have the right to enter the Property and conduct its tests or studies. Seller shall reasonably assist Buyer with Buyer's due diligence activities and efforts to obtain governmental approvals for Buyer's proposed multifamily development project on the Property, at no out-of-pocket expenses to Seller.

- b. In the event the Buyer determines for any reason or for no reason, in Buyer's sole discretion, that the Property is unsuitable for Buyer's needs and gives written notice of termination to Seller during the Inspection Period in which Buyer elects to terminate this Agreement, then this Agreement shall become null and void. If Buyer elects to terminate this Agreement pursuant to this paragraph, the Deposit and accrued interest shall be returned to Buyer.
- c. Buyer shall only be deemed to have elected not to proceed with this Agreement in the event it issues an affirmative written "Notice Not to Proceed" prior to the lapse of the Inspection Period to Seller and Escrow Holder. In the event Buyer elects not to terminate this Agreement in accordance with the foregoing, then this Agreement shall remain in full force and effect and the transaction shall continue to Closing, subject to the other terms of the Agreement. In the event that Buyer elects to terminate this Agreement in accordance with the foregoing by delivery of a written Notice Not to Proceed, then this Agreement will automatically terminate as of the expiration of the Inspection Period, in which event Escrow Holder shall cancel the Escrow and promptly return the Deposit to Buyer and all other documents and funds to the depositing Party, and except as otherwise specified in this Agreement, neither Party will have any further obligation or liability to the other.

D. Entry onto the Property. Seller hereby grants to Buyer and Buyer's employees, agents, consultants, and contractors a non-exclusive license to enter upon the Property at reasonable hours for the purpose of conducting, at Buyer's expense, Buyer's review and inspections of the Property. Seller shall reasonably cooperate (at no cost to Seller) with Buyer's inspections of the Property. Buyer shall indemnify, defend, and hold Seller and the Property harmless from any claims, liabilities, losses, damages, liens, costs, or expenses resulting from Buyer's activities on the Property. Prior to Buyer or its agents conducting any testing or investigation involving physical disturbance of any portion of the Property, Buyer shall obtain Seller's written consent thereto, which consent may not be unreasonably withheld, conditioned or delayed.

E. Seller Deliverables. Within five (5) business days of the Opening of Escrow, Seller shall deliver or cause to be delivered to Buyer, to the extent in Seller's possession, custody or control the following: a current survey of the Property, if any, in Seller's possession; copies of all plans, permits, drawings and other government approvals; any agreements, documents, plans, drawings, specifications, construction warranties and guarantees, tax bills, appraisals, engineering reports, environmental studies, building permit applications, and other reports regarding the Property. Seller is under no obligation to acquire or create any such items listed in this section that do not already exist.

F. Acts Affecting the Property. From and after the date hereof, Seller, will refrain from, without the prior written consent of Buyer: (a) modifying the status of the Property for real property tax purposes; (b) performing any improvements, including any grading, excavation or construction upon or about the Property; or (c) creating or incurring, or suffering to exist any development agreement, mortgage, lien, pledge or other encumbrances in any way affecting the Property, other than the Permitted Exceptions (nor shall Seller amend or terminate any Permitted Exception without the prior written consent of Buyer). Seller will observe all laws, ordinances, regulations and restrictions materially affecting the Property and its use, and will pay taxes on the Property that come due prior to the Closing not later than the Closing.

4. CONDITIONS PRECEDENT.

A. Condition of Title. It shall be a condition to the Close of Escrow that title to the Property be conveyed to Buyer by the Special Warranty Deed (in the form set forth in Exhibit C) subject only to the following conditions of title ("Approved Condition of Title"):

- a. a lien to secure payment of real property taxes not delinquent;
- b. Those matters set forth on Exhibit D attached to this Agreement; and
- c. any matters of record either caused or placed by or on behalf of Buyer, or which were consented to in writing by Buyer (collectively, the "Permitted Exceptions").

B. Title Policy. At Close of Escrow, Seller shall pay for, and Escrow Holder shall furnish Buyer, a standard coverage ALTA owner's policy of title insurance (the "Title Policy") in the amount of the Purchase Price insuring Buyer fee simple title to the Property, subject to the usual printed exceptions contained in such title insurance policies and the Permitted Exceptions (the "Report," defined below), and which are not objected to or are waived in the manner described as Approved Condition of Title. In the event Buyer desires an ALTA extended coverage policy, Buyer shall pay the difference in cost between an ALTA extended coverage and a standard coverage ALTA owner's policy, together with all costs associated with any inspections or surveys of the Property required for such additional coverage.

C. Conditions to Close of Escrow.

- a. Conditions to Buyer's Obligations. The Close of Escrow and Buyer's obligation to consummate the transaction contemplated by this Agreement are subject to the satisfaction or waiver of the following conditions for Buyer's benefit on or prior to the date designated below:
 - i. Title. Seller shall deliver fee title to the Property to Buyer subject only to those exceptions constituting the Approved Condition of Title. Seller, at Seller's sole cost and expense, shall diligently and promptly secure the release of any other matter of record ("Title Defect"). Buyer may, but is not obligated, to accept an endorsement from Escrow Holder, "insuring over" any such exception.
 - ii. Seller's Representations. All representations and warranties made by Seller to Buyer in this Agreement shall be true and correct as of the Close of Escrow.

- b. Conditions to Seller's Obligations. For the benefit of Seller, the Close of Escrow shall be conditioned upon the occurrence and/or satisfaction of each of the following conditions:
 - i. Buyer's Obligations. Buyer shall have timely performed all of the obligations required by the terms of the Project Documents to be performed by Buyer; and
 - ii. Buyer's Representations. All representations and warranties made by Buyer to Seller in this Agreement shall be true and correct as of the Close of Escrow.

5. AS-IS, WHERE IS, WITH ALL FAULTS PURCHASE.

Buyer acknowledges and agrees as follows:

- A. That the Property is to be conveyed by Seller to Buyer at the time of Closing in "AS-IS, WHERE-IS, WITH ALL FAULTS"; and
- B. That Buyer represents and warrants to Seller that it will have conducted its own independent inspection, investigation, evaluation, and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from Seller.

6. CLOSING.

A. Closing Date, Costs, and Prorations. Unless Buyer cancels the Agreement and the Escrow related thereto on or before the expiration of the Due Diligence Period, the purchase and sale hereunder shall be closed in the office of the Escrow Holder sixty (60) calendar days after the Opening of Escrow or on such date as is mutually agreed upon by the Parties with written notifications to the Escrow Holder specifying the agreed upon date. Buyer and Seller shall deposit with Escrow Holder all instruments, documents, and monies necessary to complete the sale and purchase in accordance with this Agreement. This Agreement is intended to constitute escrow instruction to Escrow Holder. At Closing, Seller will pay all title insurance premiums for the title policy in the amount of the Purchase Price, except for the additional cost of any extended coverage opted for by Buyer, the cost of which must be paid by Buyer. The Parties will each pay half of the closing escrow fee, recording fees, and the excise or other conveyance tax on this conveyance, if any. Seller and Buyer shall each pay their respective attorneys' fees. Real and Personal Property taxes, if any, payable in the year of Closing, shall be prorated between Seller and Buyer as of 12:00 midnight on the day immediately preceding the Closing Date. If any encumbrance is required to be removed prior to Close of Escrow, in whole or in part, Seller shall discharge such encumbrance or defect or part thereof out of the Purchase Price paid by Buyer at Closing.

B. Seller Closing Documents. At Closing, Seller shall execute and deliver all documents necessary to effect and complete the Closing, including, but not limited to, the following documents:

- a. The Special Warranty Deed, duly executed by Seller, acknowledged as required, subject only to the Permitted Exceptions, which deed shall be in Escrow Holder's standard form for recording. The deed shall comply with A.R.S. § 33-404 to the extent required by applicable law;

- b. A Certificate of non-foreign status, within the meaning of the Foreign Investment in Real Property Tax Act, duly executed by Seller in the form attached hereto as Exhibit E;
- c. A joint Settlement Statement prepared by Escrow Holder for execution by Seller;
- d. Deliver to the Escrow Holder evidence satisfactory to it of Seller's authority to execute and deliver the documents necessary to consummate the transaction contemplated thereby;
- e. Execute and deliver to Escrow Holder a general assignment of any warranties, approvals or appurtenances related to the Property (the "General Assignment") in a form reasonably acceptable to the Parties;
- f. Deliver to Buyer exclusive possession of the Property, free of any leases or occupants.
- g. Such other documents as Buyer or Escrow Holder may reasonably request in connection with this transaction.

C. Buyer Closing Documents. At the Closing, Buyer shall execute and deliver all documents and perform such actions necessary to effect and complete the Closing, including, but not limited to, the following:

- a. The amounts required under the Purchase Price in cash, cashier's check, wire transfer or other immediately available funds;
- b. A joint Settlement Statement prepared by Escrow Holder for execution by Buyer;
- c. Such other documents as Seller or Escrow Holder may reasonably request in connection with this transaction.

7. **REPRESENTATIONS AND WARRANTIES.**

A. Seller's Representations and Warranties. As of the Effective Date and the Closing Date, Seller represents and warrants to Buyer as follows:

- a. Seller is owner and holder of record of fee simple title in and to the Property with full right, power, and authority to transfer it and to perform all of its obligations under this Agreement.
- b. All actions on the part of Seller which are required for the execution, delivery, and performance by Seller of this Agreement and each of the documents and agreements to be delivered by Seller at the Closing have been duly and effectively taken.
- c. Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended.
- d. Seller has no knowledge of any violation of applicable law, ordinance, rule, regulation, or requirement of any governmental agency affecting or relating to the

Property (the "Violation"), which renders the sale and transfer of the Property at Closing as contemplated by this Agreement unenforceable. To the extent such Violation is disclosed by Seller or revealed by the Title Documents, Seller covenants to cause to remove the Violation prior to the Close of Escrow.

- e. Except with respect to the Project Documents and those matters noted in Exhibit D or liens, claims, encumbrances, or right of any third party placed on the Property by Buyer, there is no transfer, lien, claim, encumbrance, or right of any third party on or existing with respect to the Property or Seller's interest in the Property; and Seller shall indemnify, defend, pay, and hold harmless Buyer for, from, and against any and all such transfers, liens, claims, encumbrances, or rights.
- f. Seller has not: (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors; (iii) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets; (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets; (v) admitted in writing Seller's inability to pay its debts as they come due; or (vi) made an offer of settlement, extension or composition to its creditors generally.
- g. There are no pending or threatened condemnation or similar proceeding affecting the Property or any portion thereof.
- h. There are no pending actions, suits, arbitrations, claims or proceedings, at law or in equity, affecting all or any portion of the Property or in which Seller is a party by reason of Seller's ownership of the Property.
- i. Seller has received no written notice of any plan, study or effort of regulatory authorities which would materially affect the use of the Property, or any portion thereof, for its intended use as a multifamily Project or any intended public improvements which will result in any charge being levied against, or any lien assessed upon, or any special assessment lien on the Property or any portion thereof.
- j. Seller is not currently a party to, and shall not enter into, any contracts, options or other obligations or rights for the purchase or sale of the Property. Seller has not entered into any leases, rights of possession or occupancy or first refusals or options to purchase the Property as of the Effective Date.
- k. No written notices of violation of any governmental regulations relating to the Property have been received by Seller and seller is not aware that any such violations exist.
- l. Seller has no knowledge of any special assessments or charges which have been levied against the Property.
- m. Other than the Development Agreement, there is no governmental development agreement between any party and the City with respect to any portion of the Property including any agreement within the meaning of A.R.S. Section 9-500.
- n. Seller shall not, without the prior written consent of Buyer, consent to or convey any interest in the Property, including any lease, and Seller shall not consent to or

subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights-of-way or similar matters after the Effective Date. Seller shall not consent to or cause to be executed any zoning or special use permit applications for all or any portion of the Property except as contemplated by the Development Agreement.

- o. The representations and warranties hereunder and the right of enforcement thereof shall survive for a period of one (1) year from the date of the Closing.
- p. In the event Seller learns of or receives new information after the date of this Agreement in connection with any of the foregoing representations or warranties prior to Closing which would make the representation or warranty incorrect, Seller shall promptly give notice thereof to Buyer. In the event of such pre-Closing notice from Seller relating to a change in a representation or warranty that is not caused by Seller's actions following the date of this Agreement, Seller's representation shall be deemed amended by such notice and Buyer shall have ten (10) business days following receipt of such notice in which to elect to accept the change to Seller's representations and warranties or to terminate this Agreement by giving written notice of termination to Seller and the Deposit shall be returned to Buyer and this Agreement shall be of no further force and effect.

B. Buyer's Representations and Warranties. As of the Effective Date and the Closing Date, Buyer represents and warrants to Seller as follows:

- a. Buyer is duly organized, validly existing and in good standing under the laws of the State of its organization, and has full power and authority, and has obtained all required consents, to enter into and to perform its obligations under this Agreement. Each of the persons executing this Agreement on behalf of Buyer has full power and authority and has obtained all required consents to do so, and to perform every act and to execute and deliver every document and instrument necessary or appropriate to consummate the transactions contemplated hereby.
- b. All entity action on the part of Buyer which is required for the execution, delivery, and performance by Buyer of this Agreement and each of the documents and agreements to be delivered by Buyer at the Closing has been (or will be by the Closing) duly and effectively taken.

8. REAL ESTATE COMMISSIONS

Each Party hereby represents and warrants to the other that there are no claims for brokerage commission, finder's or similar fees in connection with the transaction contemplated by this Agreement, and each Party hereby agrees to indemnify and hold harmless the Party from any and all liabilities, claims, expenses, costs and damages arising from the claim of any broker, finder, or other agent claiming to have acted on behalf of the indemnifying Party.

9. DEFAULT AND DEFAULT REMEDIES.

A. Seller's Default. If on or before the Closing Date, Seller materially breaches any of the terms of this Agreement and fails to cure such breach within five (5) calendar days following written notice thereof given by Buyer to Seller, Buyer, in its sole election, shall have the right (i)

to terminate this Agreement by written notice to Seller and Escrow Holder, in which event Escrow Holder shall release to Buyer the Deposit referred to in Section 2.B., or (ii) to avail itself of any remedy available to Buyer, at law or in equity, including an action for damages or an action for Seller's specific performance of this Agreement.

B. Buyer's Default. If on or before the Closing Date, Buyer materially breaches the Development Agreement and the Close of Escrow fails to occur by reason of such default, then in any such event, Seller shall not hold Buyer in default of this Agreement until all applicable notice requirements and opportunities to cure set forth in the Development Agreement have expired. In the event of an uncured default of Buyer under the Development Agreement, or a failure of Buyer to cure any default relating to the payment of the Purchase Price within thirty (30) days after written notice of such default from Seller to Buyer, then Seller may instruct Escrow Holder to cancel the Escrow and Seller may terminate this Agreement, in which event the Deposit then in Escrow Holder shall be paid to Seller as agreed upon liquidated damages, as its exclusive remedy and in full settlement of any claims. Such amount is agreed upon between Seller and Buyer as liquidated damages due to the uncertainty and difficulty of ascertaining and measuring actual damages, and the uncertainty thereof and represents the Parties' reasonable estimate of such damages as a result of Buyer's failure to consummate this transaction and is not intended as a forfeiture or penalty. In such event Buyer and Seller shall be released of any further obligation under this Agreement.

10. ESCROW HOLDER.

Buyer may select the escrow agent and title insurance underwriter to administer the escrow and issue the title insurance commitment and policy contemplated in this (the "Escrow Holder"). By its subsequent execution of this Agreement Escrow Holder agrees to perform hereunder and to hold and disburse contract payments as herein provided. Escrow Holder shall not be liable for any acts taken in good faith, shall only be liable for its willful default or gross negligence, and may, in its sole discretion, rely upon the written notices, communications, orders or instructions given by Buyer or Seller. In the event of a dispute between Buyer and Seller under this Agreement sufficient in the discretion of Escrow Holder to justify its doing so, Escrow Holder shall be entitled to tender into the registry or custody of the courts having jurisdiction over such matters all money or property in its hands under the terms of this Agreement, together with such legal proceedings as it deems appropriate, and thereupon to be discharged from all further duties under this Agreement.

11. NOTICES.

Any notices, requests, claims, demands, or other communications required or permitted under, or otherwise made in connection with, this Agreement, shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) three (3) business days after mailing by first-class mail, return receipt requested, or (c) on the next business day if transmitted by national overnight courier for next business day delivery (with confirmation of delivery), in each case, addressed as follows (or at such other address for a recipient as shall be specified in a notice given in accordance with this Section):

To Seller:	City of Chandler Cultural Development Department (MS 500) P. O. Box 4008 Chandler, AZ 85244-4008 Attention: Cultural Development Director
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With a copy to: City of Chandler
City Attorney's Office
P. O. Box 4008
Chandler, AZ 84244-4008
Attention: City Attorney

If to Buyer: One Chandler Owner, LLC
510 South Neil Street
Champaign, IL 61820
Attention: Christopher R. Saunders
Email: chris@greenstrealty.com

With a copy to: Jennings, Strouss & Salmon, P.L.C.
One East Washington Street, Suite 1900
Phoenix, AZ 85004-2554
Attention: Brett D. Siglin
Email: bsiglin@jsslaw.com

If to Escrow Holder: At the address provided in Escrow Holder's Acceptance.

12. MISCELLANEOUS.

A. Attorneys' Fees. Should any Party hereto bring any action against any other Party related in any way to this Agreement, its validity, enforceability, scope, or subject matter, the prevailing Party shall be awarded its reasonable attorneys' fees and costs incurred for prosecution, defense, consultation, or advice in connection with such action.

B. Survival. Except as otherwise provided in this Agreement, all warranties, representations, and agreements contained herein or arising out of the sale of the Property by Seller to Buyer (including, but not limited to, Seller's and Buyer's warranties, representations, and agreements) shall survive the delivery and recordation of the Special Warranty Deed, the payment and delivery of the Purchase Price, and the Closing of the purchase and sale of the Property.

C. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to conflicts of laws principles that would require the application of any other law. Each Party hereby consents to the exclusive jurisdiction of any court of competent jurisdiction in Maricopa County, Arizona, in any action related to or arising under this Agreement and agrees that venue is proper in such court.

D. Integration; Modification; Waiver. This Agreement, exhibits, and closing documents pursuant to this Agreement constitute the complete, integrated, and final expression of the Agreement of the Parties relating to the Property. This Agreement cannot be modified except by an instrument in writing (referring specifically to this Agreement) executed by the Party against whom enforcement of the modification is sought.

E. Invalid Provisions. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, the Agreement shall be deemed reformed accordingly, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be affected hereby.

F. Counterpart Execution. This Agreement may be executed in several counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument.

G. Time of the Essence. Time is of the essence of this Agreement and of the obligations of the Parties to purchase and sell the Property, it being acknowledged and agreed by and between the Parties that any delay in effecting a closing pursuant to this Agreement may result in loss or damage to the Party in full compliance with its obligations hereunder. Notwithstanding any period for performance of any Party's obligations contained in any Escrow Instructions, the rights of the Parties hereunder shall be governed by the dates and times set forth in this Agreement.

H. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Seller and Buyer, and their respective heirs, successors, and assigns.

I. Further Acts. In addition to the acts recited in this Agreement to be performed by Seller and Buyer, Seller and Buyer agree to perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby and, upon written request from the other Party, to execute, acknowledge and deliver all documents, instruments, and affidavits necessary to give effect to this Agreement and the intent of the Parties.

J. Headings; Construction. The headings which have been used throughout this Agreement have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this Agreement. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder," and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision or section. Seller and Buyer acknowledge that each Party and its counsel have reviewed this Agreement and that the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any document executed and delivered by either Party in connection with the transactions contemplated by this Agreement.

K. Business Day. If the day for performance of any covenant or obligation under this Agreement falls on a Saturday, Sunday, or legal holiday, the date for performance thereof shall be extended to the next Business Day. Similarly, if the date for the performance of any covenant or obligation under this Agreement involving the Escrow Holder falls on a Saturday, Sunday, or legal holiday on which Escrow Holder is closed for business to the public, the date for performance thereof shall be extended to the next Business Day on which Escrow Holder is open for business to the public. The term "Business Day" shall mean a day that is not a Saturday, Sunday, or legal holiday.

L. Conflict of Interest. The Parties acknowledge that this Agreement is subject to cancellation pursuant to the provisions of Arizona Revised Statutes § 38-511.

IN WITNESS WHEREOF, the Parties have executed the foregoing Agreement as of the date appearing above.

SELLER:

CITY OF CHANDLER,
an Arizona municipal corporation

By: _____
Joshua H. Wright, City Manager

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CHANDLER CITY ATTORNEY TA

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2022, by Joshua H. Wright, the City Manager of the City of Chandler, an Arizona municipal corporation, on behalf of the municipal corporation.

Notary Public

My Commission Expires:

BUYER:

ONE CHANDLER OWNER, LLC
A Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing Agreement was acknowledged before me this _____ day of _____, 2022, by
_____, the _____ of One Chandler Owner,
LLC, a Delaware limited liability company.

Notary Public

My Commission Expires:

ESCROW HOLDER'S ACCEPTANCE

The undersigned agrees to act as Escrow Holder in connection with the transaction contemplated by this Agreement:

Name of Company: Premier Title Agency

Name of Escrow Officer: Rich Newton

Title: VP/Branch Manager

Signature: _____

Date: _____

Address for Notices:

2910 E Camelback Road, Suite 100

Phoenix, AZ 85016

rnewton@ptanow.com

EXHIBIT A

Property Legal Description

LOTS DESCRIPTION

Lots 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 268, 270, 272, 274 TOWNSITE OF CHANDLER, according to the plat of record in the office of the Maricopa County Recorder, in Book 5 of Maps, Page 34.

EXCEPT the north 3.00 feet of Lot 268

EXCEPT that portion of Lot 139 described as follows:

BEGINNING at the Southwest corner of said Lot 139; thence South 89 degrees 24 minutes 17 seconds East along the South line thereof, a distance of 3.00 feet; thence North 29 degrees 41 minutes 53 seconds West 5.79 feet to the West line of said Lot; thence South 1 degree 30 minutes 18 seconds West along said West Lot line, a distance of 5.00 feet to the Point of Beginning.

ALLEY VACATION RECORDED PER ORDINANCE NO. 3509 RECORDED 2004-0365563

A portion of TOWNSITE OF CHANDLER, according to the plat of record in the office of the Maricopa County Recorder, in Book 5 of Maps, Page 34, being more particularly described as follows:

BEGINNING at a point marking the northeast corner of Lot 128 as shown in said Book 5 of Maps, Page 34 of Maricopa County records;

THENCE Westerly along the north line of Lots 128 through 139 to the northwesterly corner of Lot 139;

THENCE along the northerly prolongation of the west line of said Lot 139 to a point that lies 10 feet north of said north line of Lots 128 through 139;

THENCE easterly, parallel with and 10 feet north of said north line of Lots 128 through 139 to a point being on the southerly prolongation of a line parallel with and 10 feet west of the west line of Lots 270, 272 and 274;

THENCE northerly, parallel with and 10 feet west of said west line of Lots 270, 272 and 274 to a point on the westerly prolongation of the north line of Lot 270;

THENCE easterly to the northwest corner of said Lot 270;

THENCE southerly along said west line of Lots 270, 272 and 274 to the southwest corner of Lot 274;

THENCE easterly along the south line of said Lot 274 to the southeast corner of said lot;

THENCE southerly to the POINT OF BEGINNING.

EXHIBIT B

Project Site Plan

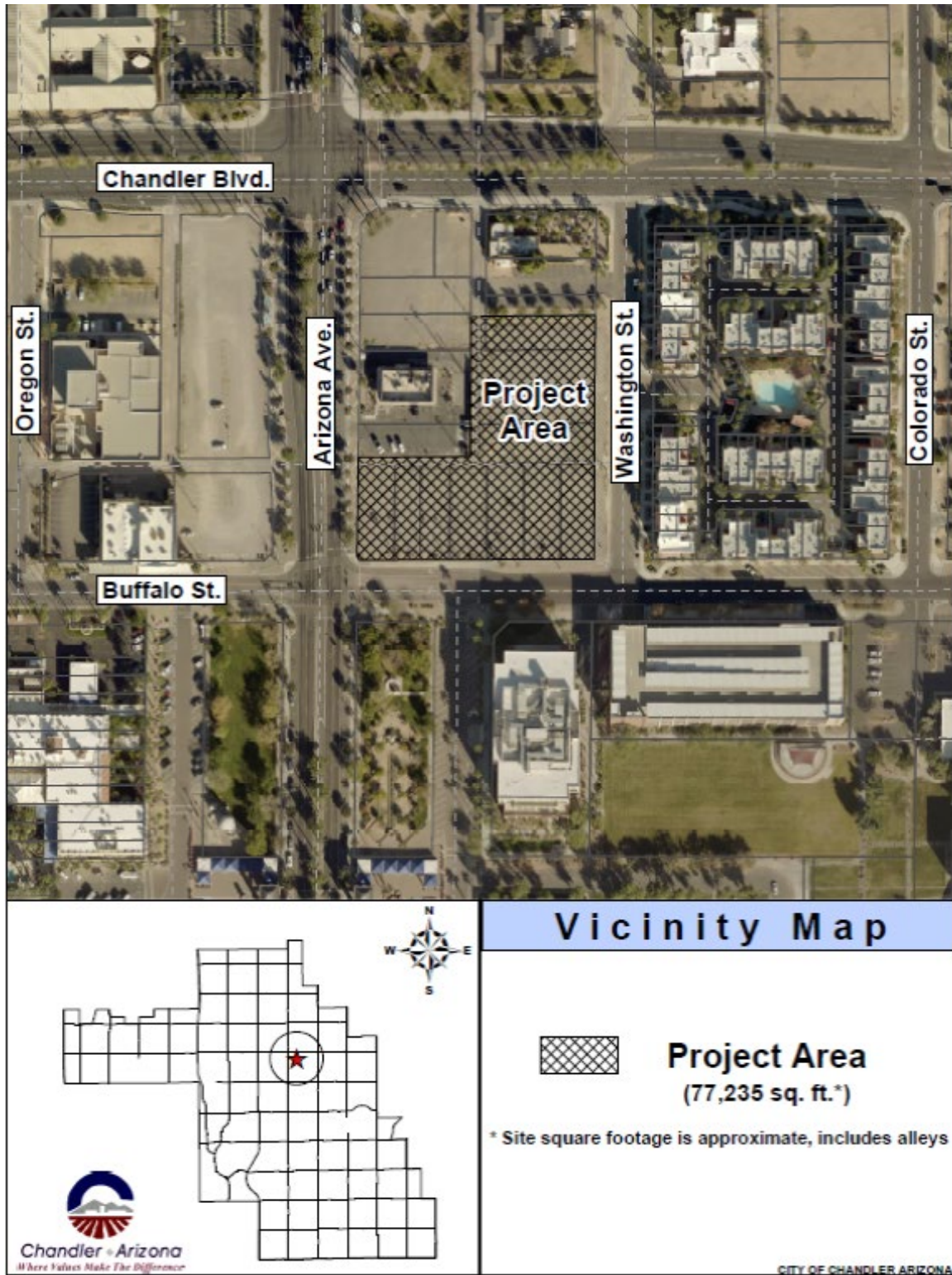


EXHIBIT C

Form of Special Warranty Deed

When recorded, return to:
City of Chandler
P.O. Box 4008, Mail Stop 606
Chandler, Arizona 85244-4008
Attn: City Attorney

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

For the consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration received, CITY OF CHANDLER, an Arizona municipal corporation ("Grantor"), does hereby grant and convey to ONE CHANDLER OWNER, LLC, a Delaware limited liability company ("Grantee"), the following described real property (the "Property") situated in Maricopa County, Arizona:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS
REFERENCE MADE A PART HEREOF (the "Property").

SUBJECT only to the matters set forth on Exhibit "B" attached hereto and incorporated by this reference.

And Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of Grantor herein and none other, subject only to the matters above set forth.

IN WITNESS WHEREOF, Grantor has executed this deed as of the day and year set forth below.

DATED: _____, 2022.

GRANTOR:

CITY OF CHANDLER,
an Arizona municipal corporation

By: _____
Joshua H. Wright, City Manager

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2022, by Joshua H. Wright, the City Manager of the City of Chandler, an Arizona municipal corporation, on behalf of the municipal corporation.

Notary Public

My Commission Expires:

EXHIBIT A to Special Warranty Deed

Property Legal Description

LOTS DESCRIPTION

Lots 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 268, 270, 272, 274 TOWNSITE OF CHANDLER, according to the plat of record in the office of the Maricopa County Recorder, in Book 5 of Maps, Page 34.

EXCEPT the north 3.00 feet of Lot 268

EXCEPT that portion of Lot 139 described as follows:

BEGINNING at the Southwest corner of said Lot 139; thence South 89 degrees 24 minutes 17 seconds East along the South line thereof, a distance of 3.00 feet; thence North 29 degrees 41 minutes 53 seconds West 5.79 feet to the West line of said Lot; thence South 1 degree 30 minutes 18 seconds West along said West Lot line, a distance of 5.00 feet to the Point of Beginning.

ALLEY VACATION RECORDED PER ORDINANCE NO. 3509 RECORDED 2004-0365563

A portion of TOWNSITE OF CHANDLER, according to the plat of record in the office of the Maricopa County Recorder, in Book 5 of Maps, Page 34, being more particularly described as follows:

BEGINNING at a point marking the northeast corner of Lot 128 as shown in said Book 5 of Maps, Page 34 of Maricopa County records;

THENCE Westerly along the north line of Lots 128 through 139 to the northwesterly corner of Lot 139;

THENCE along the northerly prolongation of the west line of said Lot 139 to a point that lies 10 feet north of said north line of Lots 128 through 139;

THENCE easterly, parallel with and 10 feet north of said north line of Lots 128 through 139 to a point being on the southerly prolongation of a line parallel with and 10 feet west of the west line of Lots 270, 272 and 274;

THENCE northerly, parallel with and 10 feet west of said west line of Lots 270, 272 and 274 to a point on the westerly prolongation of the north line of Lot 270;

THENCE easterly to the northwest corner of said Lot 270;

THENCE southerly along said west line of Lots 270, 272 and 274 to the southwest corner of Lot 274;

THENCE easterly along the south line of said Lot 274 of the southeast corner of said lot;

THENCE southerly to the POINT OF BEGINNING.

EXHIBIT B to Special Warranty Deed

Exceptions/Conditions of Title

EXHIBIT D

Exceptions/Conditions of Title

EXHIBIT E

Certificate of Non-Foreign Status

To inform ONE CHANDLER OWNER, LLC, a Delaware limited liability company (“Transferee”), that withholding of tax under Section 1445 of the Internal Revenue Code of 1986, as amended (“Code”) will not be required by City of Chandler, an Arizona municipal corporation (“Transferor”), who hereby certifies the following:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, foreign estate, or foreign person (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);
2. Transferor’s U.S. employer or tax (social security) identification number is _____.
3. Transferor’s address is 175 S. Arizona Avenue, Chandler, Arizona 85225.
4. Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii) of the Code.

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

Under penalty of perjury, we declare that we have examined this Certification and to the best of our knowledge and belief it is true, correct, and complete.

TRANSFEROR

By: Joshua H. Wright, City Manager

**REAL ESTATE PURCHASE AND SALE AGREEMENT
AND
JOINT ESCROW INSTRUCTIONS**

This Real Estate Purchase and Sale Agreement and Joint Escrow Instructions (the “Agreement”) is made and entered into this 27th day of October 2022, (“Effective Date”) by and between the CITY OF CHANDLER, an Arizona municipal corporation (“Seller”) and ONE CHANDLER OWNER, LLC, a Delaware limited liability company, or its successors or assigns under any of the Project Documents as defined below (“Buyer”). Seller and Buyer shall be referred to in this Agreement, collectively as “Parties,” and individually as a “Party.”

AGREEMENT

1. RECITAL.

This Agreement is part of a transaction between Seller and Buyer in which Seller agrees to sell certain real property (the “Property”) to Buyer pursuant to that certain Development Agreement (the “Development Agreement”) between Seller (named in such document as the City) and Buyer (named in such document as the Developer), and upon which Buyer has proposed to construct certain improvements (the “Project”) pursuant to the Development Agreement. This Agreement, which has been executed as of the Effective Date, will be delivered to the Escrow Holder (with Notice of such delivery to Seller) when Buyer is ready to purchase the Property as set forth in the Development Agreement. Accordingly, the Parties intend that this Agreement and the Development Agreement (collectively, the “Project Documents”) be construed harmoniously in order to give full effect to the intentions of the Parties with respect to the development and purchase of the Property as reflected by the Project Documents. Although this Agreement has been entered into as of the Effective Date to bind the Parties as of the Effective Date, Buyer’s ability to purchase the Property is subject to certain terms and conditions set forth in the Development Agreement. In the event of any conflict or ambiguity arising from the Project Documents, the Project Documents shall control in the following order of precedence: first, the Development Agreement; second, this Purchase Agreement. Any reference to “City” and “Developer” in this Agreement shall have the same meaning as “Seller” and “Buyer,” respectively.

2. PURCHASE AND SALE.

Subject to the terms and conditions of this Agreement and Buyer’s compliance with the terms and conditions of the Development Agreement, Seller agrees to sell, and Buyer agrees to purchase, all of Seller’s right, title, and interest in and to that certain real property located in Maricopa County, Arizona, referred to in this Agreement as the Property (not including the alleyway), and legally described on Exhibit A and graphically shown on the Site Plan attached hereto as Exhibit B.

A. Purchase Process. Buyer will purchase the Property from Seller by executing the Purchase Agreement within five (5) days of the effective date of the Development Agreement. Upon execution of the Development Agreement, and provided Buyer is not in breach of the Development Agreement beyond applicable notice and cure periods, Buyer shall have five (5) days from the date of execution of the Development Agreement to deliver the fully-executed original Purchase Agreement to the Escrow Holder, as that term is defined in the Purchase Agreement. Buyer shall provide Notice to Seller of Buyer’s delivery of the executed Purchase Agreement to

Escrow Holder and Seller shall promptly thereafter provide its executed Purchase Agreement to Escrow Holder. Upon Escrow Holder's receipt of the fully-executed Purchase Agreement, the Parties shall proceed with the purchase and sale of the Property in accordance with the terms and conditions set forth in the Development Agreement and this Purchase Agreement, including satisfaction of all conditions stated in the Development Agreement that must be met before Buyer may purchase the Property.

B. Earnest Money Deposit. Concurrently with Buyer's delivery of the fully-executed Purchase Agreement to Escrow Holder, Buyer will deposit an amount equal to one percent (1%) of the Purchase Price as Buyer's earnest money deposit ("**Deposit**") with Escrow Holder, in cash, certified or bank cashier's check, or other form of collected funds.

C. Purchase Price. The purchase price for the Property shall be two million nine hundred and forty thousand dollars (\$2,940,000.00) (the "Purchase Price").

D. Purchase and Resale to Seller. Should the Buyer purchase the Property from Seller, but fail to complete the Minimum Improvements within the time allotted as set forth in the Development Agreement, Seller shall have the right, at its option, to re-purchase the Property from the Buyer for the Purchase Price. Seller may deduct from the purchase price its reasonable costs to remediate any damage to the Property and to restore the Property to its undeveloped condition.

3. ESCROW.

A. Opening of Escrow. For purpose of this Agreement, the Escrow shall be deemed opened on the date Escrow Holder shall have received the Deposit provided in Section 2(B) from Buyer and three (3) fully executed duplicates of this Agreement from Buyer and Seller (the "Opening of Escrow"). Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened. In addition, Buyer and Seller agree to execute, deliver, and be bound by any reasonable and customary supplemental escrow instructions of Escrow Holder or other instruments as may be reasonably required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend, or supersede any portion of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control.

B. Close of Escrow. For purposes of this Agreement, the Close of Escrow (the "Closing" or "Close of Escrow") shall be defined as the date the Special Warranty Deed, the form of which is attached hereto as Exhibit "C" (the "Deed"), conveying the Property to Buyer, recorded in the Official Records of Maricopa County, Arizona. Unless this Agreement and Escrow related thereto have been properly cancelled pursuant to the terms of this Agreement, the Close of Escrow shall occur on the date which is sixty (60) days after the Opening of Escrow (the "Closing Date") or on such date as is mutually agreed upon by the Parties with written notifications to the Escrow Holder specifying the agreed upon date. In the event that Seller cannot cure any Title Defect or provide all of the requisite approvals by the Closing Date, then Buyer may (but is not obligated to) extend the Closing Date for successive thirty (30) day periods to permit Seller to proceed diligently and in good faith to cure such defects.

C. Inspection Review Period.

- a. Buyer shall have a period expiring at 5:00 p.m. (Arizona time) on the date that is sixty (60) days from the Opening of Escrow (as defined below) to complete its

review of title, survey, engineering studies, environmental site assessment, and any other site due diligence deemed appropriate by Buyer (the "Inspection Period" or the "Feasibility Period"). Such studies and inspections include, but are not limited to, any engineering, environmental, soils, feasibility, marketing, or economic studies and investigations of the Property and Buyer's intended development on the Property that Buyer deems appropriate. Buyer shall have the right to enter the Property and conduct its tests or studies. Seller shall reasonably assist Buyer with Buyer's due diligence activities and efforts to obtain governmental approvals for Buyer's proposed multifamily development project on the Property, at no out-of-pocket expenses to Seller.

- b. In the event the Buyer determines for any reason or for no reason, in Buyer's sole discretion, that the Property is unsuitable for Buyer's needs and gives written notice of termination to Seller during the Inspection Period in which Buyer elects to terminate this Agreement, then this Agreement shall become null and void. If Buyer elects to terminate this Agreement pursuant to this paragraph, the Deposit and accrued interest shall be returned to Buyer.
- c. Buyer shall only be deemed to have elected not to proceed with this Agreement in the event it issues an affirmative written "Notice Not to Proceed" prior to the lapse of the Inspection Period to Seller and Escrow Holder. In the event Buyer elects not to terminate this Agreement in accordance with the foregoing, then this Agreement shall remain in full force and effect and the transaction shall continue to Closing, subject to the other terms of the Agreement. In the event that Buyer elects to terminate this Agreement in accordance with the foregoing by delivery of a written Notice Not to Proceed, then this Agreement will automatically terminate as of the expiration of the Inspection Period, in which event Escrow Holder shall cancel the Escrow and promptly return the Deposit to Buyer and all other documents and funds to the depositing Party, and except as otherwise specified in this Agreement, neither Party will have any further obligation or liability to the other.

D. Entry onto the Property. Seller hereby grants to Buyer and Buyer's employees, agents, consultants, and contractors a non-exclusive license to enter upon the Property at reasonable hours for the purpose of conducting, at Buyer's expense, Buyer's review and inspections of the Property. Seller shall reasonably cooperate (at no cost to Seller) with Buyer's inspections of the Property. Buyer shall indemnify, defend, and hold Seller and the Property harmless from any claims, liabilities, losses, damages, liens, costs, or expenses resulting from Buyer's activities on the Property. Prior to Buyer or its agents conducting any testing or investigation involving physical disturbance of any portion of the Property, Buyer shall obtain Seller's written consent thereto, which consent may not be unreasonably withheld, conditioned or delayed.

E. Seller Deliverables. Within five (5) business days of the Opening of Escrow, Seller shall deliver or cause to be delivered to Buyer, to the extent in Seller's possession, custody or control the following: a current survey of the Property, if any, in Seller's possession; copies of all plans, permits, drawings and other government approvals; any agreements, documents, plans, drawings, specifications, construction warranties and guarantees, tax bills, appraisals, engineering reports, environmental studies, building permit applications, and other reports regarding the Property. Seller is under no obligation to acquire or create any such items listed in this section that do not already exist.

F. Acts Affecting the Property. From and after the date hereof, Seller, will refrain from, without the prior written consent of Buyer: (a) modifying the status of the Property for real property tax purposes; (b) performing any improvements, including any grading, excavation or construction upon or about the Property; or (c) creating or incurring, or suffering to exist any development agreement, mortgage, lien, pledge or other encumbrances in any way affecting the Property, other than the Permitted Exceptions (nor shall Seller amend or terminate any Permitted Exception without the prior written consent of Buyer). Seller will observe all laws, ordinances, regulations and restrictions materially affecting the Property and its use, and will pay taxes on the Property that come due prior to the Closing not later than the Closing.

4. CONDITIONS PRECEDENT.

A. Condition of Title. It shall be a condition to the Close of Escrow that title to the Property be conveyed to Buyer by the Special Warranty Deed (in the form set forth in Exhibit C) subject only to the following conditions of title ("Approved Condition of Title"):

- a. a lien to secure payment of real property taxes not delinquent;
- b. Those matters set forth on Exhibit D attached to this Agreement; and
- c. any matters of record either caused or placed by or on behalf of Buyer, or which were consented to in writing by Buyer (collectively, the "Permitted Exceptions").

B. Title Policy. At Close of Escrow, Seller shall pay for, and Escrow Holder shall furnish Buyer, a standard coverage ALTA owner's policy of title insurance (the "Title Policy") in the amount of the Purchase Price insuring Buyer fee simple title to the Property, subject to the usual printed exceptions contained in such title insurance policies and the Permitted Exceptions (the "Report," defined below), and which are not objected to or are waived in the manner described as Approved Condition of Title. In the event Buyer desires an ALTA extended coverage policy, Buyer shall pay the difference in cost between an ALTA extended coverage and a standard coverage ALTA owner's policy, together with all costs associated with any inspections or surveys of the Property required for such additional coverage.

C. Conditions to Close of Escrow.

- a. Conditions to Buyer's Obligations. The Close of Escrow and Buyer's obligation to consummate the transaction contemplated by this Agreement are subject to the satisfaction or waiver of the following conditions for Buyer's benefit on or prior to the date designated below:
 - i. Title. Seller shall deliver fee title to the Property to Buyer subject only to those exceptions constituting the Approved Condition of Title. Seller, at Seller's sole cost and expense, shall diligently and promptly secure the release of any other matter of record ("Title Defect"). Buyer may, but is not obligated, to accept an endorsement from Escrow Holder, "insuring over" any such exception.
 - ii. Seller's Representations. All representations and warranties made by Seller to Buyer in this Agreement shall be true and correct as of the Close of Escrow.

- b. Conditions to Seller's Obligations. For the benefit of Seller, the Close of Escrow shall be conditioned upon the occurrence and/or satisfaction of each of the following conditions:
 - i. Buyer's Obligations. Buyer shall have timely performed all of the obligations required by the terms of the Project Documents to be performed by Buyer; and
 - ii. Buyer's Representations. All representations and warranties made by Buyer to Seller in this Agreement shall be true and correct as of the Close of Escrow.

5. AS-IS, WHERE IS, WITH ALL FAULTS PURCHASE.

Buyer acknowledges and agrees as follows:

- A. That the Property is to be conveyed by Seller to Buyer at the time of Closing in "AS-IS, WHERE-IS, WITH ALL FAULTS"; and
- B. That Buyer represents and warrants to Seller that it will have conducted its own independent inspection, investigation, evaluation, and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from Seller.

6. CLOSING.

A. Closing Date, Costs, and Prorations. Unless Buyer cancels the Agreement and the Escrow related thereto on or before the expiration of the Due Diligence Period, the purchase and sale hereunder shall be closed in the office of the Escrow Holder sixty (60) calendar days after the Opening of Escrow or on such date as is mutually agreed upon by the Parties with written notifications to the Escrow Holder specifying the agreed upon date. Buyer and Seller shall deposit with Escrow Holder all instruments, documents, and monies necessary to complete the sale and purchase in accordance with this Agreement. This Agreement is intended to constitute escrow instruction to Escrow Holder. At Closing, Seller will pay all title insurance premiums for the title policy in the amount of the Purchase Price, except for the additional cost of any extended coverage opted for by Buyer, the cost of which must be paid by Buyer. The Parties will each pay half of the closing escrow fee, recording fees, and the excise or other conveyance tax on this conveyance, if any. Seller and Buyer shall each pay their respective attorneys' fees. Real and Personal Property taxes, if any, payable in the year of Closing, shall be prorated between Seller and Buyer as of 12:00 midnight on the day immediately preceding the Closing Date. If any encumbrance is required to be removed prior to Close of Escrow, in whole or in part, Seller shall discharge such encumbrance or defect or part thereof out of the Purchase Price paid by Buyer at Closing.

B. Seller Closing Documents. At Closing, Seller shall execute and deliver all documents necessary to effect and complete the Closing, including, but not limited to, the following documents:

- a. The Special Warranty Deed, duly executed by Seller, acknowledged as required, subject only to the Permitted Exceptions, which deed shall be in Escrow Holder's standard form for recording. The deed shall comply with A.R.S. § 33-404 to the extent required by applicable law;

- b. A Certificate of non-foreign status, within the meaning of the Foreign Investment in Real Property Tax Act, duly executed by Seller in the form attached hereto as Exhibit E;
- c. A joint Settlement Statement prepared by Escrow Holder for execution by Seller;
- d. Deliver to the Escrow Holder evidence satisfactory to it of Seller's authority to execute and deliver the documents necessary to consummate the transaction contemplated thereby;
- e. Execute and deliver to Escrow Holder a general assignment of any warranties, approvals or appurtenances related to the Property (the "General Assignment") in a form reasonably acceptable to the Parties;
- f. Deliver to Buyer exclusive possession of the Property, free of any leases or occupants.
- g. Such other documents as Buyer or Escrow Holder may reasonably request in connection with this transaction.

C. Buyer Closing Documents. At the Closing, Buyer shall execute and deliver all documents and perform such actions necessary to effect and complete the Closing, including, but not limited to, the following:

- a. The amounts required under the Purchase Price in cash, cashier's check, wire transfer or other immediately available funds;
- b. A joint Settlement Statement prepared by Escrow Holder for execution by Buyer;
- c. Such other documents as Seller or Escrow Holder may reasonably request in connection with this transaction.

7. **REPRESENTATIONS AND WARRANTIES.**

A. Seller's Representations and Warranties. As of the Effective Date and the Closing Date, Seller represents and warrants to Buyer as follows:

- a. Seller is owner and holder of record of fee simple title in and to the Property with full right, power, and authority to transfer it and to perform all of its obligations under this Agreement.
- b. All actions on the part of Seller which are required for the execution, delivery, and performance by Seller of this Agreement and each of the documents and agreements to be delivered by Seller at the Closing have been duly and effectively taken.
- c. Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended.
- d. Seller has no knowledge of any violation of applicable law, ordinance, rule, regulation, or requirement of any governmental agency affecting or relating to the

Property (the "Violation"), which renders the sale and transfer of the Property at Closing as contemplated by this Agreement unenforceable. To the extent such Violation is disclosed by Seller or revealed by the Title Documents, Seller covenants to cause to remove the Violation prior to the Close of Escrow.

- e. Except with respect to the Project Documents and those matters noted in Exhibit D or liens, claims, encumbrances, or right of any third party placed on the Property by Buyer, there is no transfer, lien, claim, encumbrance, or right of any third party on or existing with respect to the Property or Seller's interest in the Property; and Seller shall indemnify, defend, pay, and hold harmless Buyer for, from, and against any and all such transfers, liens, claims, encumbrances, or rights.
- f. Seller has not: (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors; (iii) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets; (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets; (v) admitted in writing Seller's inability to pay its debts as they come due; or (vi) made an offer of settlement, extension or composition to its creditors generally.
- g. There are no pending or threatened condemnation or similar proceeding affecting the Property or any portion thereof.
- h. There are no pending actions, suits, arbitrations, claims or proceedings, at law or in equity, affecting all or any portion of the Property or in which Seller is a party by reason of Seller's ownership of the Property.
- i. Seller has received no written notice of any plan, study or effort of regulatory authorities which would materially affect the use of the Property, or any portion thereof, for its intended use as a multifamily Project or any intended public improvements which will result in any charge being levied against, or any lien assessed upon, or any special assessment lien on the Property or any portion thereof.
- j. Seller is not currently a party to, and shall not enter into, any contracts, options or other obligations or rights for the purchase or sale of the Property. Seller has not entered into any leases, rights of possession or occupancy or first refusals or options to purchase the Property as of the Effective Date.
- k. No written notices of violation of any governmental regulations relating to the Property have been received by Seller and seller is not aware that any such violations exist.
- l. Seller has no knowledge of any special assessments or charges which have been levied against the Property.
- m. Other than the Development Agreement, there is no governmental development agreement between any party and the City with respect to any portion of the Property including any agreement within the meaning of A.R.S. Section 9-500.
- n. Seller shall not, without the prior written consent of Buyer, consent to or convey any interest in the Property, including any lease, and Seller shall not consent to or

subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights-of-way or similar matters after the Effective Date. Seller shall not consent to or cause to be executed any zoning or special use permit applications for all or any portion of the Property except as contemplated by the Development Agreement.

- o. The representations and warranties hereunder and the right of enforcement thereof shall survive for a period of one (1) year from the date of the Closing.
- p. In the event Seller learns of or receives new information after the date of this Agreement in connection with any of the foregoing representations or warranties prior to Closing which would make the representation or warranty incorrect, Seller shall promptly give notice thereof to Buyer. In the event of such pre-Closing notice from Seller relating to a change in a representation or warranty that is not caused by Seller's actions following the date of this Agreement, Seller's representation shall be deemed amended by such notice and Buyer shall have ten (10) business days following receipt of such notice in which to elect to accept the change to Seller's representations and warranties or to terminate this Agreement by giving written notice of termination to Seller and the Deposit shall be returned to Buyer and this Agreement shall be of no further force and effect.

B. Buyer's Representations and Warranties. As of the Effective Date and the Closing Date, Buyer represents and warrants to Seller as follows:

- a. Buyer is duly organized, validly existing and in good standing under the laws of the State of its organization, and has full power and authority, and has obtained all required consents, to enter into and to perform its obligations under this Agreement. Each of the persons executing this Agreement on behalf of Buyer has full power and authority and has obtained all required consents to do so, and to perform every act and to execute and deliver every document and instrument necessary or appropriate to consummate the transactions contemplated hereby.
- b. All entity action on the part of Buyer which is required for the execution, delivery, and performance by Buyer of this Agreement and each of the documents and agreements to be delivered by Buyer at the Closing has been (or will be by the Closing) duly and effectively taken.

8. REAL ESTATE COMMISSIONS

Each Party hereby represents and warrants to the other that there are no claims for brokerage commission, finder's or similar fees in connection with the transaction contemplated by this Agreement, and each Party hereby agrees to indemnify and hold harmless the Party from any and all liabilities, claims, expenses, costs and damages arising from the claim of any broker, finder, or other agent claiming to have acted on behalf of the indemnifying Party.

9. DEFAULT AND DEFAULT REMEDIES.

A. Seller's Default. If on or before the Closing Date, Seller materially breaches any of the terms of this Agreement and fails to cure such breach within five (5) calendar days following written notice thereof given by Buyer to Seller, Buyer, in its sole election, shall have the right (i)

to terminate this Agreement by written notice to Seller and Escrow Holder, in which event Escrow Holder shall release to Buyer the Deposit referred to in Section 2.B., or (ii) to avail itself of any remedy available to Buyer, at law or in equity, including an action for damages or an action for Seller's specific performance of this Agreement.

B. Buyer's Default. If on or before the Closing Date, Buyer materially breaches the Development Agreement and the Close of Escrow fails to occur by reason of such default, then in any such event, Seller shall not hold Buyer in default of this Agreement until all applicable notice requirements and opportunities to cure set forth in the Development Agreement have expired. In the event of an uncured default of Buyer under the Development Agreement, or a failure of Buyer to cure any default relating to the payment of the Purchase Price within thirty (30) days after written notice of such default from Seller to Buyer, then Seller may instruct Escrow Holder to cancel the Escrow and Seller may terminate this Agreement, in which event the Deposit then in Escrow Holder shall be paid to Seller as agreed upon liquidated damages, as its exclusive remedy and in full settlement of any claims. Such amount is agreed upon between Seller and Buyer as liquidated damages due to the uncertainty and difficulty of ascertaining and measuring actual damages, and the uncertainty thereof and represents the Parties' reasonable estimate of such damages as a result of Buyer's failure to consummate this transaction and is not intended as a forfeiture or penalty. In such event Buyer and Seller shall be released of any further obligation under this Agreement.

10. ESCROW HOLDER.

Buyer may select the escrow agent and title insurance underwriter to administer the escrow and issue the title insurance commitment and policy contemplated in this (the "Escrow Holder"). By its subsequent execution of this Agreement Escrow Holder agrees to perform hereunder and to hold and disburse contract payments as herein provided. Escrow Holder shall not be liable for any acts taken in good faith, shall only be liable for its willful default or gross negligence, and may, in its sole discretion, rely upon the written notices, communications, orders or instructions given by Buyer or Seller. In the event of a dispute between Buyer and Seller under this Agreement sufficient in the discretion of Escrow Holder to justify its doing so, Escrow Holder shall be entitled to tender into the registry or custody of the courts having jurisdiction over such matters all money or property in its hands under the terms of this Agreement, together with such legal proceedings as it deems appropriate, and thereupon to be discharged from all further duties under this Agreement.

11. NOTICES.

Any notices, requests, claims, demands, or other communications required or permitted under, or otherwise made in connection with, this Agreement, shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) three (3) business days after mailing by first-class mail, return receipt requested, or (c) on the next business day if transmitted by national overnight courier for next business day delivery (with confirmation of delivery), in each case, addressed as follows (or at such other address for a recipient as shall be specified in a notice given in accordance with this Section):

To Seller:	City of Chandler Cultural Development Department (MS 500) P. O. Box 4008 Chandler, AZ 85244-4008 Attention: Cultural Development Director
------------	---

With a copy to: City of Chandler
City Attorney's Office
P. O. Box 4008
Chandler, AZ 84244-4008
Attention: City Attorney

If to Buyer: One Chandler Owner, LLC
510 South Neil Street
Champaign, IL 61820
Attention: Christopher R. Saunders
Email: chris@greenstrealty.com

With a copy to: Jennings, Strouss & Salmon, P.L.C.
One East Washington Street, Suite 1900
Phoenix, AZ 85004-2554
Attention: Brett D. Siglin
Email: bsiglin@jsslaw.com

If to Escrow Holder: At the address provided in Escrow Holder's Acceptance.

12. MISCELLANEOUS.

A. Attorneys' Fees. Should any Party hereto bring any action against any other Party related in any way to this Agreement, its validity, enforceability, scope, or subject matter, the prevailing Party shall be awarded its reasonable attorneys' fees and costs incurred for prosecution, defense, consultation, or advice in connection with such action.

B. Survival. Except as otherwise provided in this Agreement, all warranties, representations, and agreements contained herein or arising out of the sale of the Property by Seller to Buyer (including, but not limited to, Seller's and Buyer's warranties, representations, and agreements) shall survive the delivery and recordation of the Special Warranty Deed, the payment and delivery of the Purchase Price, and the Closing of the purchase and sale of the Property.

C. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to conflicts of laws principles that would require the application of any other law. Each Party hereby consents to the exclusive jurisdiction of any court of competent jurisdiction in Maricopa County, Arizona, in any action related to or arising under this Agreement and agrees that venue is proper in such court.

D. Integration; Modification; Waiver. This Agreement, exhibits, and closing documents pursuant to this Agreement constitute the complete, integrated, and final expression of the Agreement of the Parties relating to the Property. This Agreement cannot be modified except by an instrument in writing (referring specifically to this Agreement) executed by the Party against whom enforcement of the modification is sought.

E. Invalid Provisions. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, the Agreement shall be deemed reformed accordingly, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be affected hereby.

F. Counterpart Execution. This Agreement may be executed in several counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument.

G. Time of the Essence. Time is of the essence of this Agreement and of the obligations of the Parties to purchase and sell the Property, it being acknowledged and agreed by and between the Parties that any delay in effecting a closing pursuant to this Agreement may result in loss or damage to the Party in full compliance with its obligations hereunder. Notwithstanding any period for performance of any Party's obligations contained in any Escrow Instructions, the rights of the Parties hereunder shall be governed by the dates and times set forth in this Agreement.

H. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Seller and Buyer, and their respective heirs, successors, and assigns.

I. Further Acts. In addition to the acts recited in this Agreement to be performed by Seller and Buyer, Seller and Buyer agree to perform or cause to be performed at the Closing or after the Closing any and all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby and, upon written request from the other Party, to execute, acknowledge and deliver all documents, instruments, and affidavits necessary to give effect to this Agreement and the intent of the Parties.

J. Headings; Construction. The headings which have been used throughout this Agreement have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this Agreement. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and vice versa, unless the context requires otherwise. The words "herein," "hereof," "hereunder," and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision or section. Seller and Buyer acknowledge that each Party and its counsel have reviewed this Agreement and that the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any document executed and delivered by either Party in connection with the transactions contemplated by this Agreement.

K. Business Day. If the day for performance of any covenant or obligation under this Agreement falls on a Saturday, Sunday, or legal holiday, the date for performance thereof shall be extended to the next Business Day. Similarly, if the date for the performance of any covenant or obligation under this Agreement involving the Escrow Holder falls on a Saturday, Sunday, or legal holiday on which Escrow Holder is closed for business to the public, the date for performance thereof shall be extended to the next Business Day on which Escrow Holder is open for business to the public. The term "Business Day" shall mean a day that is not a Saturday, Sunday, or legal holiday.

L. Conflict of Interest. The Parties acknowledge that this Agreement is subject to cancellation pursuant to the provisions of Arizona Revised Statutes § 38-511.

IN WITNESS WHEREOF, the Parties have executed the foregoing Agreement as of the date appearing above.

SELLER:

CITY OF CHANDLER,
an Arizona municipal corporation

By: _____
Joshua H. Wright, City Manager

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CHANDLER CITY ATTORNEY TA

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2022, by Joshua H. Wright, the City Manager of the City of Chandler, an Arizona municipal corporation, on behalf of the municipal corporation.

Notary Public

My Commission Expires:

BUYER:

ONE CHANDLER OWNER, LLC
A Delaware limited liability company

By: [Signature]
Name: Christopher R. Sanders
Title: Manager

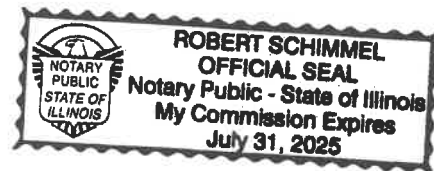
STATE OF Illinois)
~~Arkansas~~) ss.
County of Champaign)
~~Madison~~)

The foregoing Agreement was acknowledged before me this 11 day of October, 2022, by Christopher R. Sanders, the Manager of One Chandler Owner, LLC, a Delaware limited liability company.

[Signature]

Notary Public

My Commission Expires: 7/31/25



ESCROW HOLDER'S ACCEPTANCE

The undersigned agrees to act as Escrow Holder in connection with the transaction contemplated by this Agreement:

Name of Company: Premier Title Agency

Name of Escrow Officer: Rich Newton

Title: VP/Branch Manager

Signature: _____

Date: _____

Address for Notices:

2910 E Camelback Road, Suite 100

Phoenix, AZ 85016

rnewton@ptanow.com

EXHIBIT A

Property Legal Description

LOTS DESCRIPTION

Lots 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 268, 270, 272, 274 TOWNSITE OF CHANDLER, according to the plat of record in the office of the Maricopa County Recorder, in Book 5 of Maps, Page 34.

EXCEPT the north 3.00 feet of Lot 268

EXCEPT that portion of Lot 139 described as follows:

BEGINNING at the Southwest corner of said Lot 139; thence South 89 degrees 24 minutes 17 seconds East along the South line thereof, a distance of 3.00 feet; thence North 29 degrees 41 minutes 53 seconds West 5.79 feet to the West line of said Lot; thence South 1 degree 30 minutes 18 seconds West along said West Lot line, a distance of 5.00 feet to the Point of Beginning.

ALLEY VACATION RECORDED PER ORDINANCE NO. 3509 RECORDED 2004-0365563

A portion of TOWNSITE OF CHANDLER, according to the plat of record in the office of the Maricopa County Recorder, in Book 5 of Maps, Page 34, being more particularly described as follows:

BEGINNING at a point marking the northeast corner of Lot 128 as shown in said Book 5 of Maps, Page 34 of Maricopa County records;

THENCE Westerly along the north line of Lots 128 through 139 to the northwesterly corner of Lot 139;

THENCE along the northerly prolongation of the west line of said Lot 139 to a point that lies 10 feet north of said north line of Lots 128 through 139;

THENCE easterly, parallel with and 10 feet north of said north line of Lots 128 through 139 to a point being on the southerly prolongation of a line parallel with and 10 feet west of the west line of Lots 270, 272 and 274;

THENCE northerly, parallel with and 10 feet west of said west line of Lots 270, 272 and 274 to a point on the westerly prolongation of the north line of Lot 270;

THENCE easterly to the northwest corner of said Lot 270;

THENCE southerly along said west line of Lots 270, 272 and 274 to the southwest corner of Lot 274;

THENCE easterly along the south line of said Lot 274 to the southeast corner of said lot;

THENCE southerly to the POINT OF BEGINNING.

EXHIBIT B

Project Site Plan

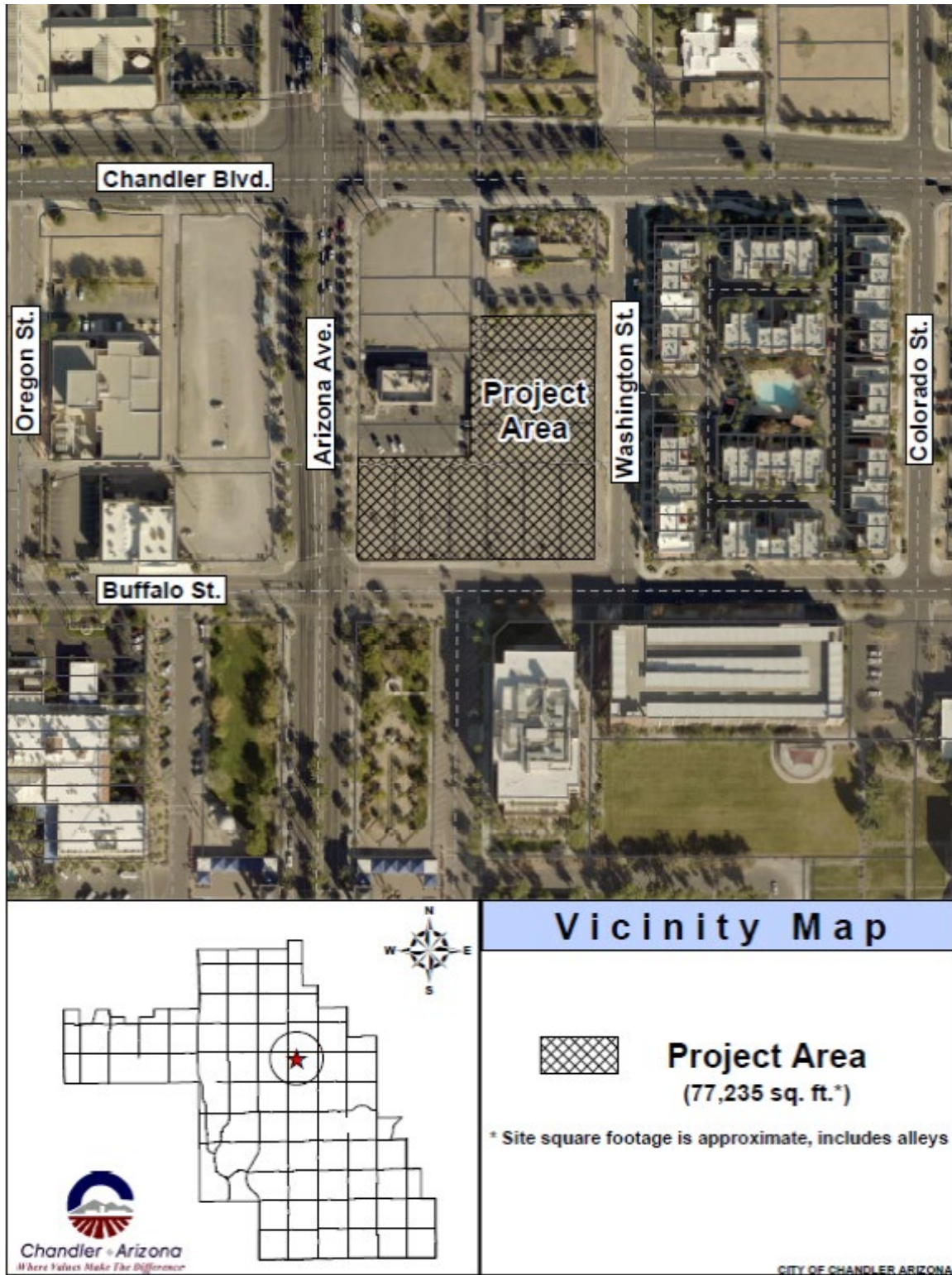


EXHIBIT C

Form of Special Warranty Deed

When recorded, return to:
City of Chandler
P.O. Box 4008, Mail Stop 606
Chandler, Arizona 85244-4008
Attn: City Attorney

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

For the consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration received, CITY OF CHANDLER, an Arizona municipal corporation ("Grantor"), does hereby grant and convey to ONE CHANDLER OWNER, LLC, a Delaware limited liability company ("Grantee"), the following described real property (the "Property") situated in Maricopa County, Arizona:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS
REFERENCE MADE A PART HEREOF (the "Property").

SUBJECT only to the matters set forth on Exhibit "B" attached hereto and incorporated by this reference.

And Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of Grantor herein and none other, subject only to the matters above set forth.

IN WITNESS WHEREOF, Grantor has executed this deed as of the day and year set forth below.

DATED: _____, 2022.

GRANTOR:

CITY OF CHANDLER,
an Arizona municipal corporation

By: _____
Joshua H. Wright, City Manager

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2022, by Joshua H. Wright, the City Manager of the City of Chandler, an Arizona municipal corporation, on behalf of the municipal corporation.

Notary Public

My Commission Expires:

EXHIBIT A to Special Warranty Deed

Property Legal Description

LOTS DESCRIPTION

Lots 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 268, 270, 272, 274 TOWNSITE OF CHANDLER, according to the plat of record in the office of the Maricopa County Recorder, in Book 5 of Maps, Page 34.

EXCEPT the north 3.00 feet of Lot 268

EXCEPT that portion of Lot 139 described as follows:

BEGINNING at the Southwest corner of said Lot 139; thence South 89 degrees 24 minutes 17 seconds East along the South line thereof, a distance of 3.00 feet; thence North 29 degrees 41 minutes 53 seconds West 5.79 feet to the West line of said Lot; thence South 1 degree 30 minutes 18 seconds West along said West Lot line, a distance of 5.00 feet to the Point of Beginning.

ALLEY VACATION RECORDED PER ORDINANCE NO. 3509 RECORDED 2004-0365563

A portion of TOWNSITE OF CHANDLER, according to the plat of record in the office of the Maricopa County Recorder, in Book 5 of Maps, Page 34, being more particularly described as follows:

BEGINNING at a point marking the northeast corner of Lot 128 as shown in said Book 5 of Maps, Page 34 of Maricopa County records;

THENCE Westerly along the north line of Lots 128 through 139 to the northwesterly corner of Lot 139;

THENCE along the northerly prolongation of the west line of said Lot 139 to a point that lies 10 feet north of said north line of Lots 128 through 139;

THENCE easterly, parallel with and 10 feet north of said north line of Lots 128 through 139 to a point being on the southerly prolongation of a line parallel with and 10 feet west of the west line of Lots 270, 272 and 274;

THENCE northerly, parallel with and 10 feet west of said west line of Lots 270, 272 and 274 to a point on the westerly prolongation of the north line of Lot 270;

THENCE easterly to the northwest corner of said Lot 270;

THENCE southerly along said west line of Lots 270, 272 and 274 to the southwest corner of Lot 274;

THENCE easterly along the south line of said Lot 274 of the southeast corner of said lot;

THENCE southerly to the POINT OF BEGINNING.

EXHIBIT B to Special Warranty Deed

Exceptions/Conditions of Title

EXHIBIT D

Exceptions/Conditions of Title

EXHIBIT E

Certificate of Non-Foreign Status

To inform ONE CHANDLER OWNER, LLC, a Delaware limited liability company (“Transferee”), that withholding of tax under Section 1445 of the Internal Revenue Code of 1986, as amended (“Code”) will not be required by City of Chandler, an Arizona municipal corporation (“Transferor”), who hereby certifies the following:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, foreign estate, or foreign person (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);
2. Transferor’s U.S. employer or tax (social security) identification number is _____.
3. Transferor’s address is 175 S. Arizona Avenue, Chandler, Arizona 85225.
4. Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii) of the Code.

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

Under penalty of perjury, we declare that we have examined this Certification and to the best of our knowledge and belief it is true, correct, and complete.

TRANSFEROR

By: Joshua H. Wright, City Manager

**City Council Memorandum Fire Memo No.**

Date: November 7, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Thomas Dwiggins, Fire Chief
From: Stacy Meendering, Fire Accreditation & Data Coordinator
Subject: Ordinance No. 5032 Amending the Code of the City of Chandler Chapter 28, Section 23 Relating to Explosives and Fireworks

Proposed Motion:

Move that City Council adopt Ordinance No. 5032, amending the Code of the City of Chandler, Chapter 28 Fire Prevention, by amending Section 28-23 relating to Explosives and Fireworks; Providing for Repeal of Conflicting Ordinances; Providing for Severability and Establishing an Effective Date.

Background:

In 2022, the State of Arizona Legislature approved Senate Bill 1275, which was subsequently signed into law by Governor Ducey. SB 1275 allows local governments to place restrictions on the use of consumer fireworks on all days for overnight hours, between 11 p.m. and 8 a.m., with the exception of the Fourth of July and New Year's Day holidays. On those two holidays, municipalities may restrict the use of consumer fireworks between 1 a.m. and 8 a.m.

The Chandler Fire Department, in an effort to align with Arizona Revised Statute (A.R.S.) Section 36-1606 as updated by SB 1275, recommends an amendment to the current Code of the City of Chandler Chapter 28-23 Explosives and Fireworks. Ordinance No. 5032 establishes permissible hours for use of consumer fireworks on days previously codified by City Council as permissible days for consumer firework use. Ordinance No. 5032 additionally expands the days of permissible sale and usage of consumer fireworks to recognize the celebration of Diwali, in accordance with A.R.S. 36-1606, which outlines the sale of consumer fireworks as permitted two days before the first day of Diwali

through the third day of Diwali and the usage of permissible consumer fireworks to the second and third days of Diwali of each year. Other holidays or occasions that commonly engage in the use of consumer fireworks may continue to receive approval to do so via permit. The proposed ordinance will not alter this process from historical practice.

By clearly defining and establishing permissible hours of consumer firework use, the City of Chandler would be aligned with the State statute and would reduce any conflict between the State and the City on permissible firework use, with the overall intent of reducing confusion for consumers, law enforcement, and fire authorities.

Discussion:

The attached change summary outlines the proposed amendments to the 2021 International Fire Code Chapter 28 Fire Prevention, Section 23 Explosives and Fireworks, for consideration and adoption by City Council.

This Ordinance was introduced and tentatively adopted on October 27, 2022.

Financial Implications:

No financial implications.

Attachments

Ordinance 5032

ARS 36-1606

Ordinance 5032 Change Summary

ORDINANCE NO. 5032

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE CODE OF THE CITY OF CHANDLER, CHAPTER 28 FIRE PREVENTION, BY AMENDING SECTION 28-23 RELATING TO EXPLOSIVES AND FIREWORKS; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY.

WHEREAS, Chapter 28 of the Code of the City of Chandler provides that the City of Chandler, Arizona has adopted the 2021 edition of the International Fire Code, subject to specified amendments thereto as set forth in Chapter 28; and

WHEREAS, the City of Chandler Fire Department believes it to be prudent to amend Section 28-23 of Chapter 28 relating to explosives and fireworks to update the exceptions to the use of consumer fireworks in accordance with recent changes adopted by the Arizona legislature in A.R.S. § 36-1606 that permit cities to prohibit the use of consumer fireworks from 11 p.m. to 8 a.m. every day, except on the nights of New Year's Eve and Independence Day, when they can be used between the hours of 11 p.m. and 1 a.m.

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

Section 1. That Chapter 28, Fire Prevention, of the Code of the City of Chandler, is hereby amended by amending Section 28-23 relating to explosives and fireworks to read as follows (additions in **BOLD** and ALL CAPS, deletions in ~~strikeout~~):

28-23. - Explosives and fireworks.

Section 5601.1.3 of the code is hereby amended by repealing Exception 4 in its entirety and replacing it with a new Exception 4 to read as follows:

Exception 4 The possession, storage, sale, handling and use of specific types of Division 1.4G fireworks where allowed by applicable laws, ordinances, and regulations, provided that such fireworks and facilities comply with NFPA 1124, CPSC 16 CFR Parts 1500 and 1507, DOTN 49 CFR Parts 100-185 (2006 edition), and Arizona Revised Statutes (A.R.S.) Sections 36-1601, et seq., as applicable for consumer fireworks. The sale of permissible consumer fireworks as defined under A.R.S. Sections 36-1601, et seq., is only allowed April 25th through May 6th, May 20th through July 6th, ~~and~~ December 10th through January 3rd, **AND TWO DAYS BEFORE THE FIRST DAY OF DIWALI THROUGH THE THIRD DAY OF DIWALI EACH YEAR.** The use of permissible consumer fireworks as defined under A.R.S. Sections 36-1601, et seq., is only allowed **BETWEEN 8:00 A.M. TO 11:00 P.M. EVERY DAY** May 4th through May 6th, June 24th through July 6th (**EXTENDED ON JULY 4TH FROM 11:00 P.M. TO 1:00 A.M. ON JULY 5TH**), ~~and~~ December 24th through January 3rd (**EXTENDED ON DECEMBER 31ST FROM 11:00 P.M. TO 1:00 A.M. ON JANUARY 1ST**),

AND THE SECOND AND THIRD DAYS OF DIWALI OF EACH YEAR; PROVIDED THAT USE IS on private property with the permission of the property owner or the property owner's duly appointed agent. Except as authorized by a permit issued by the Fire Chief or Fire Chief's designee, the use, discharge, or ignition of permissible consumer fireworks is prohibited in all public parks, public retention basins, and public facilities.

Section 2. Providing for Repeal of Conflicting Ordinances.

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

Section 3. Providing for Severability.

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

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

ATTEST:

CITY CLERK

MAYOR

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

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5032 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of October 2022, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Published in the Arizona Republic on:



KeyCite Yellow Flag - Negative Treatment
Proposed Legislation

Arizona Revised Statutes Annotated
Title 36. Public Health and Safety (Refs & Annos)
Chapter 13. Safety
Article 1. Fireworks

A.R.S. § 36-1606

§ 36-1606. Consumer fireworks regulation; state preemption; further regulation of fireworks by local jurisdiction

Effective: September 24, 2022

[Currentness](#)

A. The sale and use of permissible consumer fireworks are of statewide concern. The regulation of permissible consumer fireworks pursuant to this article and their sale or use is not subject to further regulation by a governing body, except as follows:

1. In a county with a population of more than five hundred thousand persons, a city or town within its corporate limits or the county within the unincorporated areas of the county may do all of the following:

(a) Regulate, consistent with the standards set forth in NFPA 1124, the sale of permissible consumer fireworks within its corporate limits.

(b) Prohibit the sale of permissible consumer fireworks on days other than April 25 through May 6, May 20 through July 6 and December 10 through January 3 of each year and two days before the first day of Diwali through the third day of Diwali each year.

(c) Prohibit the use of permissible consumer fireworks on days other than May 4 through May 6, June 24 through July 6 and December 24 through January 3 of each year and the second and third days of Diwali of each year.

(d) Prohibit on all days the use of permissible consumer fireworks within a one-mile radius of the border of preservation lands owned by a city or town that has purchased more than fifteen thousand acres of land for preservation purposes.

(e) Prohibit on all days during a stage one or higher fire restriction the use of permissible consumer fireworks within a one-mile radius of the border of any municipal or county mountain preserve, desert park, regional park, designated conservation area, national forest or wilderness area.

(f) Prohibit on all days the use of permissible consumer fireworks between the hours of 11:00 p.m. and 8:00 a.m., except:

(i) Between the hours of 11:00 p.m. on December 31 of each year through 1:00 a.m. on January 1 of each year.

(ii) Between the hours of 11:00 p.m. on July 4 of each year through 1:00 a.m. on July 5 of each year.

2. In a county with a population of less than five hundred thousand persons, a city or town within its corporate limits or the county within the unincorporated areas of the county may do all of the following:

(a) Regulate, consistent with the standards set forth in NFPA 1124, the sale of permissible consumer fireworks.

(b) Prohibit the sale of permissible consumer fireworks on days other than May 20 through July 6 and December 10 through January 3 of each year. The sale of permissible consumer fireworks may be prohibited on days between May 20 through July 6 and December 10 through January 3 of each year if a federal or state agency implements a stage one or higher fire restriction. Any prohibition during those dates is limited to only the dates when the stage one or higher fire restriction is in place.

(c) Prohibit the use of permissible consumer fireworks on days other than June 24 through July 6 and December 24 through January 3 of each year. The use of permissible consumer fireworks may be prohibited during June 24 through July 6 and December 24 through January 3 of each year if a federal or state agency implements a stage one or higher fire restriction. Any prohibition during those dates is limited to only the dates when the stage one or higher fire restriction is in place.

(d) Prohibit on all days the use of permissible consumer fireworks within a one-mile radius of the border of preservation lands owned by a city or town that has purchased more than fifteen thousand acres of land for preservation purposes.

(e) Prohibit on all days the use of permissible consumer fireworks within a one-mile radius of the border of any municipal or county mountain preserve, desert park, regional park, designated conservation area, national forest or wilderness area.

(f) Prohibit on all days the use of permissible consumer fireworks between the hours of 11:00 p.m. and 8:00 a.m., except:

(i) Between the hours of 11:00 p.m. on December 31 of each year through 1:00 a.m. on January 1 of each year.

(ii) Between the hours of 11:00 p.m. on July 4 of each year through 1:00 a.m. on July 5 of each year.

B. A governing body that chooses to regulate, consistent with the requirements set forth in NFPA 1124 and subsection A of this section, the sale or use of permissible consumer fireworks may not require any additional signage requirements for the sale or use of permissible consumer fireworks other than those signage requirements stipulated in NFPA 1124, except that additional signage that is eight and one-half inches by eleven inches in size, that is on cardstock paper in landscape orientation, that lists the days of that year that are described in subsection A, paragraphs 1 and 2 of this section relating to the time frame surrounding Diwali and that contains the following language on a contrasting background may be posted by the retail sales display of permissible consumer fireworks:

State of Arizona
Consumer Fireworks Regulations
[Arizona Revised Statutes § 36-1601](#), et al.

The use of permissible consumer fireworks
as defined under state law is allowed:
May 4--May 6, June 24 -- July 6 and December 24 -- January 3
The sale of permissible consumer fireworks
as defined under state law is allowed:
April 25--May 6, May 20 -- July 6 and December 10 -- January 3
All other fireworks are prohibited, except
as authorized by local fire department permit.
The sale and use of novelties known as snappers (pop-its),
party poppers, glow worms, snakes, toy smoke devices and
sparklers are permitted at all times.
Permissible consumer fireworks may not be sold to
persons under sixteen years of age.
Check with your local fire department for additional
regulations and dates before using.

C. This article does not prohibit the imposition by ordinance of further regulations and prohibitions by a governing body on the sale, use and possession of fireworks other than permissible consumer fireworks. A governing body may not allow or authorize the sale, use or possession of any fireworks in violation of this article.

Credits

Added by [Laws 2015, Ch. 274, § 3](#). Amended by [Laws 2019, Ch. 260, § 2](#); [Laws 2019, Ch. 260, § 3](#), eff. Jan. 1, 2021; [Laws 2022, Ch. 18, § 1](#); [Laws 2022, Ch. 372, § 1](#).

A. R. S. § 36-1606, AZ ST § 36-1606

Current through legislation effective September 24, 2022 of the Second Regular Session of the Fifty-Fifth Legislature (2022)

End of Document

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Ordinance Amendment Change Summary

Chapter 28, Fire Prevention,

Section 23, Explosives and Fireworks

Chandler Fire Department

Current 28-23	Amended 28-23	Modifications
<p><i>Exception 4</i> The possession, storage, sale, handling and use of specific types of Division 1.4G fireworks where allowed by applicable laws, ordinances, and regulations, provided that such fireworks and facilities comply with NFPA 1124, CPSC 16 CFR Parts 1500 and 1507, DOTN 49 CFR Parts 100-185 (2006 edition), and Arizona Revised Statutes (A.R.S.) Sections 36-1601, et seq., as applicable for consumer fireworks. The sale of permissible consumer fireworks as defined under A.R.S. Sections 36-1601, et seq., is only allowed April 25th through May 6th, May 20th through July 6th, and December 10th through January 3rd. The use of permissible consumer fireworks as defined under A.R.S. Sections 36-1601, et seq., is only</p>	<p><i>Exception 4</i> The possession, storage, sale, handling and use of specific types of Division 1.4G fireworks where allowed by applicable laws, ordinances, and regulations, provided that such fireworks and facilities comply with NFPA 1124, CPSC 16 CFR Parts 1500 and 1507, DOTN 49 CFR Parts 100-185 (2006 edition), and Arizona Revised Statutes (A.R.S.) Sections 36-1601, et seq., as applicable for consumer fireworks. The sale of permissible consumer fireworks as defined under A.R.S. Sections 36-1601, et seq., is only allowed April 25th through May 6th, May 20th through July 6th, December 10th through January 3rd, AND TWO DAYS BEFORE THE FIRST DAY OF DIWALI THROUGH THE THIRD DAY OF DIWALI EACH YEAR. The use of permissible consumer fireworks as</p>	<p>Addition of the following:</p> <p>The sale of permissible consumer fireworks has expanded to recognize the celebration of Diwali, expanded sale dates are as follows: TWO DAYS BEFORE THE FIRST DAY OF DIWALI THROUGH THE THIRD DAY OF DIWALI EACH YEAR.</p> <p>Hours of restriction for permissible consumer fireworks use, are as follows: <i>The use of permissible consumer fireworks as defined under A.R.S. Sections 36-1601, et seq., is only allowed BETWEEN 8:00 A.M. TO 11:00 P.M. EVERY DAY May 4th through May 6th, June 24th through July 6th (EXTENDED ON JULY 4TH FROM 11:00 P.M. TO 1:00 A.M. ON JULY 5TH), and December 24th through January 3rd</i></p>

<p>allowed May 4th through May 6th, June 24th through July 6th, and December 24th through January 3rd on private property with the permission of the property owner or the property owner's duly appointed agent. Except as authorized by a permit issued by the Fire Chief or Fire Chief's designee, the use, discharge, or ignition of permissible consumer fireworks is prohibited in all public parks, public retention basins, and public facilities.</p>	<p>defined under A.R.S. Sections 36-1601, et seq., is only allowed BETWEEN 8:00 A.M. TO 11:00 P.M. EVERY DAY May 4th through May 6th, June 24th through July 6th (EXTENDED ON JULY 4TH FROM 11:00 P.M. TO 1:00 A.M. ON JULY 5TH), and December 24th through January 3rd (EXTENDED ON DECEMBER 31ST FROM 11:00 P.M. TO 1:00 A.M. ON JANUARY 1ST), AND THE SECOND AND THIRD DAYS OF DIWALI OF EACH YEAR; PROVIDED THAT USE IS on private property with the permission of the property owner or the property owner's duly appointed agent. Except as authorized by a permit issued by the Fire Chief or Fire Chief's designee, the use, discharge, or ignition of permissible consumer fireworks is prohibited in all public parks, public retention basins, and public facilities.</p>	<p><i>(EXTENDED ON DECEMBER 31ST FROM 11:00 P.M. TO 1:00 A.M. ON JANUARY 1ST), AND THE SECOND AND THIRD DAYS OF DIWALI OF EACH YEAR.</i></p>
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City Council Memorandum Management Services Memo No. N/A

Date: November 7, 2022
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Officer
From: Christina Pryor, Purchasing and Material Manager
Subject: Final Adoption of Ordinance No. 5030 Amending the Code of the City of Chandler, Chapter 3, Management Services Department-Finance and Procurement, by Amending Sections 3-8 Through 3-17, Providing for an Effective Date, Providing for the Repeal of Conflicting Ordinances, and Providing for Severability

Proposed Motion:

Move City Council final adopt Ordinance No. 5030, amending the Code of the City of Chandler, Chapter 3, Management Services Department-Finance and Procurement, by amending Sections 3-8 through 3-17, providing for an effective date, providing for the repeal of conflicting ordinances, and providing for severability.

Background:

Staff periodically reviews City Code, Chapter 3, to ensure language reflects existing practices and a balance between City Council policymaking and staff accountability through a review of procurement thresholds. Following is an overview of historical procurement thresholds, inflation impacts, and recommended updates to City Code, Chapter 3.

In 2002, the requirement for the approval of City Council of contracts for consultants and professional services valued at \$30,000 or greater was established. In 2003, the requirement for City Council approval of contracts for construction valued at \$50,000 or greater was established. Finally, in 2009, the requirement for City Council approval of contracts for materials, services, and equipment valued at \$50,000 or greater was established. Formal solicitations are

also required for contracts and agreements valued at \$50,000 or greater. This threshold was established for construction procurements in 2003 and for materials, services, and equipment procurements in 2009.

Inflation has increased the cost of goods and services an average of 38% since 2002 and 28% since 2009, resulting in an increased number of agreements requiring City Council approval. As inflation continues to impact costs in the future, many contracts now valued under the current Council approval thresholds will soon exceed them, resulting in additional increases in the number of items presented to City Council for approval, many of which are agreements for routine purchases of materials and services.

Chapter 3, Section 3-8, of City Code states that all purchases valued over \$5,000 require a written contract. Sections 3-9.1 through 3-9.4 establish the requirements for City Council approval of contracts or agreements for materials, services, equipment, and construction valued at \$50,000 or more, of contracts or agreements for consultant and professional services valued at \$30,000 or more, and of amendments or change orders in excess of 10% of the amount originally approved by City Council. The recommended changes to these sections will raise these thresholds and empower staff to deliver services and capital improvements to the public more efficiently and effectively.

Chapter 3, Section 3-11, sets the current requirement to conduct an informal solicitation process (three quotes) for procurements valued at \$5,000 or more and to conduct a formal solicitation for procurements valued at \$50,000 or more. The recommended changes will allow for greater opportunity for small and local businesses to compete to do business with the City through the informal procurement process.

Chapter 3, Section 3-15, sets the current general standards of ethical conduct for public procurement employees. The recommended changes would expand this to all public employees and procurement professionals.

Chapter 3, Section 3-16, currently states that general procurement requirements are not applicable for funds received by the City in accordance with the Federal American Recovery and Reinvestment Act of 2009 (ARRA). The recommended changes would remove the language specific to ARRA and provide more general language regarding federal or state grant procurement procedures.

Chapter 3, Section 3-17, establishes the current circumstances and procedures for the suspension or debarment of individuals or businesses from contracting with the City. The recommended changes remove the administrative procedure

language from City Code to be instead documented in policy.

Discussion:

A City Council Innovation and Technology Subcommittee meeting was held on August 29, 2022, to present these recommended changes and solicit feedback. The following discussion explains the proposed changes by section in Chapter 3 of City Code.

Section 3-8 Written Contracts

This section includes the requirement that all contracts valued at \$5,000 and above be in writing was established in 2005. Since that time, inflation has increased costs an average 33%. Written contracts require time to create, negotiate, and execute, delaying service delivery resulting from small dollar purchases. The recommended change will raise the threshold for the requirement for written contracts to \$10,000 and will enable staff to deliver services resulting from small dollar purchases more efficiently and effectively.

Section 3-9 Approval of City Council

The recommended changes to Section 3-9.1 raise the threshold for Council approval of contracts or agreements for materials, services, and equipment from \$50,000 to \$100,000, and of amendments or change orders to agreements previously approved by Council from 10% of approved amount, to additional approval if \$100,000 or more over the agreement amount originally approved by Council. During the Council Subcommittee held August 29, 2022, moving the 10% to 30% was discussed, but after additional review, staff is recommending amendments or change orders totaling \$100,000 or more should go back to City Council for approval. Overall, the changes in this section account for the inflationary increases already experienced, anticipate the future impact of inflation, minimize operational impacts, and provide staff with the ability to deliver services to the community more efficiently and effectively.

Section 3-9.1.E allows for no prior Council approval for purchase of bulk gasoline fuel. This section is recommended to be expanded to exempt statutory fees required by federal or state law, and memberships, subscription fees or dues that serve a public purpose.

A new Section 3-9.1.F will establish the requirement for prior Council approval of contracts or agreements for non-routine matters of public interest and policy.

The recommended changes to Section 3-9.2 through 3-9.4 will raise thresholds for Council approval of contracts or agreements for construction from \$50,000 to

\$100,000; of contracts or agreements for professional services (i.e. architects, engineers) from \$30,000 to \$100,000; of design/build and construction manager at risk contracts or agreements from \$50,000 to \$100,000; and of amendments or change orders to agreements previously approved by Council from 10% of approved amount to additional approval if \$100,000 or more over the agreement amount originally approved by Council. These changes account for the inflationary increases already experienced, anticipate the future impact of inflation, minimize capital project impacts, and provide staff with the ability to deliver services to the community more efficiently and effectively.

To determine whether a contract or agreement will require City Council approval, staff reviews the value of the agreement in each one-year period. The current business practice is to bring forward for Council approval contracts and agreements valued over \$50,000 in a one-year period of its lifecycle. The recommended changes to Section 3-9.1 through 3-9.4 clarify that contracts valued at \$100,000 or more in each term of the contract require Council approval, in alignment with the business practice.

Section 3-11 Procurement Procedures

The current thresholds at which informal and formal solicitation processes are required were also established in 2002, 2003, and 2009, at the same time as the current Council approval thresholds. Formal solicitation processes (i.e.: Request for Proposals, Request for Qualifications) are resource-intensive to respond to for companies interested in doing business with the City. This, in addition to their being complex and intimidating, deters many small and local businesses from responding to formal solicitations. The process of reviewing responses to solicitations is time-consuming, resulting in prolonged delays in awarding contracts and delivering projects and services. Alternatively, responding to an informal solicitation is simple and does not require the same resource effort. Quotes from informal solicitations can be reviewed and awarded rapidly. To encourage local and small business participation, and to increase service delivery efficiency, the recommended changes to Section 3-11 is to raise the threshold for formal solicitations for materials, services and equipment from \$50,000 to \$100,000, and raise the threshold for the requirement for three quotes from \$5,000 to \$10,000.

Throughout this section, the words "bid" and "bidder" are used to describe responses to solicitations and the individuals and entities responding to solicitations. This language is antiquated and could limit the solicitation methods available for use by staff. The recommended changes update the language and ensure that the City is able to employ the solicitation method most appropriate for each procurement.

Section 3-13.3 Special Circumstances; Emergencies

Section 3-13.3 provides for the procurement of services, supplies, materials, and equipment required to protect people or property in the event of an emergency. The recommended changes add construction to this section and clarify both the definition of emergency situations and the responsibility of staff to obtain City Council approval and ratification of procurements in response to an emergency as defined in this section.

Section 3-15 General Standards of Ethical Conduct

Section 3-15 establishes the general standards of ethical conduct for public procurement employees, as well as individuals and entities doing business with the City. The recommended changes expand to include all public employees, as well as procurement professionals, and align the format of this section with the format of the other sections of Chapter 3.

Section 3-16 The Capital Fund Stimulus Grant Policy

Section 3.16 establishes the inapplicability of the procurement policies and standards set in City Code Chapter 3 to goods and services procured with Federal American Recovery and Reinvestment Act of 2009 (ARRA). ARRA funds are no longer available. However, the procurement requirements of some Federal and State grants conflict with those set out in Chapter 3. The recommended changes remove the language specific to the Federal American Recovery and Reinvestment Act of 2009 and allow State or Federal procurement procedures to prevail and control in the event of a conflict between State and Federal grant procurement procedures and City procurement procedures.

Section 3.17 Suspension; Debarment Related to Award of City Contracts

Section 3.17 establishes the circumstances under which an individual or entity may be suspended or debarred from contracting with the City, as well as the administrative procedures for the suspension or debarment. The administrative procedures are more appropriately documented in a policy. The recommended changes remove the administrative procedures from City Code, but retain the core elements that would be required of the policy. The administrative procedures will be documented in an administrative policy.

Additional Discussion

In response to the Council Subcommittee's suggestions, the following additional changes to Chapter 3 have been made:

To aid in the transparency to the higher procurement thresholds, staff will prepare an Informational agenda item for each Council meeting detailing the administrative

approvals of contracts and agreements valued between the current and recommended approval thresholds. In addition, the informational item will include a listing of items within this value range that experienced substantial price increases of 50% or more. A draft Council Informational Item is attached.

As is current practice, regardless of the value of the contract or agreement, or the threshold requiring City Council approval, non-routine matters of public interest and policy will be brought to Council for approval, as noted in Section 3-9.1.F.

Finally, a City comparison is attached showing what other community procurement thresholds are currently. Staff is aware of at least two other Valley communities currently reviewing this topic as well.

This Ordinance was introduced and tentatively adopted on October 27, 2022.

Attachments

Chapter 3 Ordinance 5030

Code Change Quick Reference City Comparison Sample Informational Council Item

ORDINANCE NO. 5030

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, DECLARING THAT DOCUMENT ENTITLED “2022 AMENDMENTS TO CHAPTER 3, SECTIONS 3-8 THROUGH 3-17” TO BE A PUBLIC RECORD; AMENDING THE CODE OF THE CITY OF CHANDLER, CHAPTER 3, MANAGEMENT SERVICES DEPARTMENT-FINANCE AND PROCUREMENT, BY AMENDING SECTIONS 3-8 THROUGH 3-17; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY.

WHEREAS, to secure routine and recurring supplies, services, equipment, and to construct public facilities at the lowest possible cost and the best possible quality and to best serve the City’s interests and those of City residents, all supplies, services, equipment, and contracts for construction required by the City should be obtained, purchased, and awarded through City-wide centralized procurement procedures established by the City Manager in accordance with applicable State and Federal law and provisions of the City Charter and this Code; and

WHEREAS, these provisions, procedures, and processes are not intended to supplant Council approval as may be required by the City Charter or that relate to or involve non-routine matters of public interest or public policy.

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

- Section 1. That the Chandler City Code Chapter 3, Management Services Department – Finance and Procurement, is hereby amended to read as follows (additions in ALL CAPS, deletions in ~~strikeout~~):
- Section 2. That certain document known as the “2022 Amendments to Chap. 3, Sections 3-8 through 3-17” one paper copy and one electronic copy of which shall remain on file in the office of the City Clerk, is hereby declared to be a public record.
- Section 3. That the Chandler City Code, Chapter 3, Management Services Department – Finance and Procurement, is hereby amended by adoption of the amendments set forth in “2022 Amendments to Chap. 3, Sections 3-8 through 3-17,” said document having been declared to be a public record.
- Section 4. Effective Date.
The provisions of this Ordinance shall be effective December 1, 2022.
- Section 5. Providing for Repeal of Conflicting Ordinances.
All ordinances or parts of ordinances in conflict with the provisions of this ordinance, or any parts hereof, are hereby repealed.

Section 6. Providing for Severability.

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

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

ATTEST:

CITY CLERK

MAYOR

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

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5030 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of October 2022, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

JMB

Published in the Arizona Republic on:

2022 Amendments to Chap. 3, Sections 3-8 through 3-17
{Public Record for Ordinance No. 5030}

The Chandler City Code Chapter 3, Management Services Department – Finance and Procurement, is hereby amended to read as follows (additions in ALL CAPS, deletions in ~~strikeout~~):

CHAPTER 3 MANAGEMENT SERVICES DEPARTMENT – FINANCE AND PROCUREMENT

3-8. - Written contracts.

All agreements and contracts with the City, ~~having a value greater than five~~ TEN thousand dollars (~~\$5,000.00~~ \$10,000.00) OR GREATER ~~shall~~ MUST be in writing and executed by authorized representatives of the City. No verbal agreement greater than such amount ~~shall be~~ WILL BIND ~~binding on~~ the City and no City Employee has authority to verbally bind the City of Chandler to any course of action.

3-9. - Approval of City Council.

3-9.1. Purchases and miscellaneous agreements.

A. All agreements or contracts for the sale or purchase of any interest in real property require prior Council approval.

B. Contracts or agreements for a single purchase or a group of purchases of like items, sales, leases, rentals, contracts for services and equipment and any other agreement or contract ~~shall~~ MUST not exceed a total of ~~fifty~~ ONE HUNDRED thousand dollars (~~\$50,000.00~~ \$100,000.00) FOR EACH TERM OF THE CONTRACT OR AGREEMENT unless first approved by Council action, ~~with the exceptions listed herein~~ EXCEPT AS PROVIDED below.

C. Any amendment or change order to ~~such~~ an agreement or contract REQUIRES PRIOR COUNCIL APPROVAL IF FOR EACH TERM OF THE CONTRACT OR AGREEMENT THE AMENDMENT OR CHANGE ORDER ~~which~~ causes the total ~~value~~ AMOUNT of the agreement or contract to exceed ~~fifty~~ ONE HUNDRED thousand dollars (~~\$50,000.00~~ \$100,000.00) ~~requires prior Council approval.~~

D. Any amendment or change order to ~~such~~ an agreement or contract previously approved by Council ~~action~~ REQUIRES PRIOR COUNCIL APPROVAL IF FOR EACH TERM OF THE CONTRACT OR AGREEMENT THE AMENDMENT OR CHANGE ORDER ~~which~~ causes the total accumulated amount of amendments or change orders to ~~exceed~~ INCREASE BY ~~ten~~ (10) ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) OR MORE FROM ~~of~~ the agreement or contract amount originally approved by Council ~~action requires prior Council approval. Thereafter, any further accumulated amount of amendments or change orders in excess of ten (10) percent shall require City Council approval.~~

E. No prior Council approval is ~~necessary~~ REQUIRED for: (i) the purchase of bulk gasoline FUEL for ~~both~~ RESALE AT THE airport ~~and~~ OR FOR public works inventory; OR (ii) STATUTORY FEES REQUIRED BY FEDERAL OR STATE LAW; OR (iii) MEMBERSHIP OR SUBSCRIPTION FEES OR DUES TO AN ORGANIZATION THAT SERVES A PUBLIC PURPOSE.

~~F. All agreements for consultants which are not construction related which exceed thirty thousand dollars (\$30,000) require prior Council approval. Consulting agreements are agreements that the City enters into which provide advice or opinion relating to any matter whether professional or non-professional services including but not limited to service of an advisory nature to support policy development, decision-making, administration, or management of the government, normally provided by persons and/or organizations considered to have prerequisite knowledge or special abilities not generally available in the government.~~

F. REGARDLESS OF THE AMOUNT, A CONTRACT OR AGREEMENT FOR NON-ROUTINE MATTERS OF PUBLIC INTEREST AND POLICY REQUIRES PRIOR COUNCIL APPROVAL.

3-9.2. Construction of buildings and structures.

A. No contract or agreement for construction of a building or structure or for additions to or alterations of existing buildings or structures ~~shall~~ MAY exceed ~~a total value of fifty ONE HUNDRED thousand dollars (\$50,000.00~~ \$100,000.00) FOR EACH TERM OF THE CONTRACT OR AGREEMENT unless first approved by Council ~~action~~.

B. Except for a financial necessity determined pursuant to subparagraph C. below, any amendment or change order to an agreement or contract for such construction services previously approved by Council ~~action~~ ~~which~~ THAT causes the total accumulated amount of amendments and change orders to ~~exceed~~ INCREASE BY ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) OR MORE FROM ~~of~~ the agreement or contract amount originally approved by Council ~~action~~, ~~or to exceed fifty thousand dollars (\$50,000.00)~~ requires prior Council approval; ~~thereafter, any further accumulated amount of amendments or change orders in excess of ten (10) percent, or in excess of fifty thousand dollars (\$50,000.00), requires prior Council approval. Council may accept a report of staff approved change orders and such acceptance shall authorize the Department Director or designee to approve additional change orders of ten (10) percent of the contract amount but not in excess of fifty thousand dollars (\$50,000.00).~~

C. If the City Manager ~~or Assistant City Manager, upon written recommendation of a Department Director or designee,~~ makes a finding that a change order, which would otherwise require Council approval under subparagraph B. above, requires immediate approval to prevent an undue financial burden to the City OR AN UNREASONABLE DELAY OF PERFORMANCE, the City Manager ~~or Assistant City Manager~~ may approve said change order. A report of any such financial necessity change order ~~shall~~ MUST be made to the City Council within ~~five (5)~~ TEN (10) working days and such report ~~shall~~ WILL be placed on a Council study session agenda as an informational item within ~~twenty (20)~~ THIRTY (30) working days.

3-9.3. Professional services. ~~The procurement of services~~ A CONTRACT OR AGREEMENT ~~from~~ FOR professional ~~classifications~~ SERVICES ~~shall~~ MAY not exceed a total value of ~~thirty~~ ONE HUNDRED thousand dollars (~~\$30,000.00~~ \$100,000.00) FOR EACH TERM OF THE CONTRACT OR AGREEMENT unless first approved by Council ~~action~~. Any amendment to A CONTRACT OR an agreement that causes the total ~~value~~ AMOUNT of the CONTRACT OR agreement to exceed ~~thirty~~ ONE HUNDRED thousand dollars (~~\$30,000.00~~ \$100,000.00) FOR EACH TERM OF THE CONTRACT OR AGREEMENT requires prior Council approval. Any amendment to A CONTRACT OR an agreement previously approved by Council ~~action~~ that causes the total accumulated amount of amendments to INCREASE BY ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) OR MORE FROM ~~exceed ten (10) percent of the~~ CONTRACT OR agreement amount originally approved by Council ~~action~~ requires prior Council approval; ~~thereafter, any further accumulated amount of amendments in excess of ten (10) percent require City Council approval.~~

3-9.4. Alternative project delivery contracts. No Design/Build Contract OR AGREEMENT nor Construction Manager at Risk Contract OR AGREEMENT ~~shall~~ MAY exceed a total value of ~~fifty~~ ONE HUNDRED thousand dollars (~~\$50,000.00~~ \$100,000.00) unless first approved by Council ~~action~~. All Job Order Contracts require prior Council approval, however, only those work orders and Project Agreements ~~which~~ THAT exceed ~~fifty~~ ONE HUNDRED thousand DOLLARS (~~\$50,000.00~~ \$100,000.00) require prior Council approval.

3-10. - Central procurement.

In order to secure supplies, services, equipment, and to construct public facilities at the lowest possible cost and the best possible quality and to best serve the interests of the City and the ~~citizens~~ RESIDENTS thereof, all supplies, services, equipment, and contracts for construction ~~needed~~ REQUIRED by the City ~~or any department thereof shall~~ MUST be obtained, purchased, and awarded through City-wide centralized procurement procedures established by the City Manager/~~designee~~ in accordance with applicable State and Federal law and provisions of THE CITY CHARTER AND this Code.

3-10.1. City Manager/~~designee shall~~ MAY establish a Central Procurement Office which, under the supervision of the City Manager/~~designee shall~~ MUST:

A. Procure all supplies, services, equipment, and construction (~~except as procured pursuant to Title 34 of Arizona Revised Statutes~~) ~~needed~~ REQUIRED by the City ~~or any department thereof~~;

B. Distribute and transfer SUPPLIES AND EQUIPMENT among the departments and from one (1) department to another as NECESSARY ~~needed supplies and equipment~~.

C. Trade, sell, or otherwise dispose of surplus supplies and equipment ~~which~~ THAT cannot be used by any department or ~~which~~ THAT have become unsuitable for City use. Such surplus supplies and equipment ~~shall~~ MUST be disposed of in accordance with procedures and regulations established by the City Manager/~~designee~~ provided, however, the City Manager/~~designee~~ is authorized to donate to nonprofit charitable organizations, and other public agencies, items ~~which~~ THAT have little value to the general public but are needed by other

public agencies and also items ~~which~~ THAT would be inappropriate to sell to the general public. The City Manager/~~designee~~ is also authorized to donate surplus computer equipment and software ~~which~~ THAT cannot be used by the City to nonprofit charitable organizations or other public agencies. Items ~~which~~ THAT have little or no value may be disposed of by the City Manager/~~designee~~ as ~~s/he~~ THE CITY MANAGER deems appropriate. THE DONATION OF SURPLUS PERSONAL PROPERTY IN THE AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00) OR MORE MUST BE APPROVED BY COUNCIL.

3-11. - Procurement procedures.

3-11.1. All contracts OR AGREEMENTS for the purchase of services, supplies, materials, and equipment ~~estimated to cost in excess~~ IN THE AMOUNT of ~~five~~ ONE HUNDRED thousand dollars (~~\$50,000.00~~ \$100,000.00) ~~shall~~ OR MORE MUST be procured through an open competitive process in which qualifications, quality, value, cost ~~and/or~~ other benefits to the City are considered as the basis for selecting the provider. A ~~Contracts~~ CONTRACT OR AGREEMENT ~~shall~~ MUST be awarded to that provider which, considering all circumstances appears to be in the CITY'S best interest ~~of the City~~. Contracts OR AGREEMENTS for the purchase of services, supplies, materials, and equipment ~~estimated to cost less than~~ IN AN AMOUNT LESS THAN ~~five~~ ONE HUNDRED thousand dollars (~~\$50,000.00~~ \$100,000.00) but ~~for~~ more than ~~five~~ TEN thousand dollars (~~\$5,000.00~~ \$10,000.00) may be procured through an open market quotation procedure established by the City Manager/~~designee~~. Contracts OR AGREEMENTS IN THE AMOUNT OF ~~for five~~ TEN thousand dollars (~~\$5,000.00~~ \$10,000.00) or less may be procured in a manner THAT best ~~serving~~ SERVES the CITY'S interestS ~~of the City~~.

3-11.2. All contracts OR AGREEMENTS for planning, design, and construction of public works ~~shall~~ MUST be procured in accordance with the requirements of State law. ContractS OR AGREEMENTS for construction of public improvements for more than that amounts established in accordance with A.R.S. Title 34 ~~shall~~ MUST either be competitively bid and awarded to the lowest responsible SUBMITTER or awarded based on qualifications in accordance with the procedures established in A.R.S. Title 34 for alternate contracting. In accordance with said Title 34, the limit for individual job orders is two million dollars (\$2,000,000.00).

3-11.3. All sales of personal property valued ~~in excess of~~ fifty thousand dollars (\$50,000.00) OR MORE ~~shall~~ MUST be MADE to the highest bidder ~~with~~ UNDER the terms THAT best ~~serving~~ SERVE the CITY'S INTERESTS ~~needs of the City~~.

3-11.4. *Procedures for competitive ~~bidding~~ SOLICITATIONS.* The City Manager/~~designee~~ ~~shall~~ MAY establish ~~bidding~~ COMPETITIVE SOLICITATION procedures, ~~which shall at a minimum~~ THAT MAY include the following:

A. A notice inviting ~~bids~~ SUBMISSIONS ~~shall~~ MAY be sent to prospective ~~bidders~~ SUBMITTERS who are listed on the ~~bidders~~ SUBMITTERS lists kept by the City in accordance with the City's procurement procedures. The notice inviting ~~bids~~ SUBMISSIONS ~~shall~~ MAY advise where prospective ~~bidders~~ SUBMITTERS can obtain a ~~bid~~ SOLICITATION package,

which will include specifications, and all contractual terms and conditions applicable to the purchase or project.

B. Such notice inviting ~~bids~~ SUBMISSIONS ~~shall~~ MAY be published a minimum of, if not more than, fourteen (14) calendar days before the bid due date. Notice ~~shall~~ MAY be PUBLICLY POSTED THROUGH THE CITY'S ELECTRONIC PROCUREMENT PORTAL ~~published in the City, by posting on a public bulletin board in the purchasing office or other designated public bulletin board.~~ PAPER COPIES OF SUCH NOTICE MAY BE REQUESTED FROM THE CENTRAL PROCUREMENT OFFICE. When required by law, notices of solicitations ~~shall~~ MAY also be MADE by publication at least once in a newspaper of general circulation distributed in the City of Chandler.

C. Such notice inviting ~~bids~~ SUBMISSIONS ~~shall~~ MAY identify the place, date, and time of the ~~bid~~ SUBMISSION due date ~~and of the bid opening date.~~

D. A ~~bid~~ SUBMISSION is late if it is received at the location designated in the invitation for ~~bids~~ SUBMISSIONS after the time and date set for the ~~bid~~ SUBMISSION due date. A late ~~bid~~ SUBMISSION ~~shall~~ MUST be rejected and not considered, regardless of the reason for lateness, including circumstances beyond the control of the ~~bidder~~ SUBMITTER. A late ~~bid~~ SUBMISSION MUST ~~shall~~ not be opened, except (if necessary) for identification purposes ~~but shall~~ AND MAY be returned to the ~~bidder~~ SUBMITTER.

E. ~~Bids~~ SUBMISSIONS ~~shall~~ WILL be opened and read aloud at an open public meeting at the time and place designated in the invitation for ~~bids~~ SUBMITTERS. ~~Bids~~ SUBMISSIONS ~~shall~~ MUST not be modified after the ~~bid~~ SUBMISSION opening. A ~~bidder~~ SUBMITTER withdrawing a ~~bid~~ SUBMISSION after the ~~bid~~ SUBMISSION opening ~~shall~~ WILL be deemed non-responsible and the City may make a claim against the SUBMITTER'S bid bond.

3-11.5. Procedures for awards based on qualifications. The City Manager/~~designee~~ ~~shall~~ MAY establish procedures to award contracts based on qualifications in accordance with State law requirements.

Sec. 3-12. - Reserved.

3-13. - Special circumstances.

3-13.1. Professional services. The procurement of PROFESSIONAL services ~~from professional classifications~~ without regard to dollar amount of contract, is exempt from the competitive process, but ~~shall~~ WILL be selected based on qualifications (except as procured pursuant to Title 34 of Arizona Revised Statutes). Such professional ~~classes~~ ~~shall~~ SERVICES MAY include but ~~is~~ ARE not ~~be~~ limited to: engineers, management services for construction projects, architects, geologists, hydrologists, land surveyors, landscape architects, and assayers; real estate, ~~computer~~ INFORMATION TECHNOLOGY, accounting, actuaries, personnel and insurance consultants; psychologists, medical doctors, and attorneys-at-law.

3-13.2. *Sole source.* A purchase may be made, or contract or agreement awarded without competition when the City Manager ~~designee City Council~~ determines that there is only one (1) reasonable and practicable source for the required material or service.

3-13.3. *Emergencies.* Emergency procurement means the procurement of services, supplies, materials, or equipment, which are required to ~~remedy a situation where~~ PRESERVE OR PROTECT the health, safety, OR welfare OF RESIDENTS OR property FROM THE IMMEDIATE THREAT OF HARM OR INJURY ~~is endangered or severely reduced if immediate corrective or preventive action is not taken.~~ Notwithstanding any other provisions of this chapter, the City Manager ~~designee~~ may make or authorize others to make emergency procurements of services, supplies, materials, ~~or~~ equipment, OR CONSTRUCTION WITHOUT PRIOR COUNCIL APPROVAL when CIRCUMSTANCES OR CONDITIONS EXIST ~~exists which~~ THAT MAKE ~~makes~~ compliance with established procurement processes impracticable, unnecessary, or contrary to the public interest; provided that such emergency procurements ~~shall~~ MUST be made with such competition as is practicable under the circumstances. An emergency procurement ~~shall~~ MUST be limited to those services, supplies, materials, ~~or~~ equipment, OR CONSTRUCTION necessary to satisfy the emergency need. THE CITY MANAGER WILL OBTAIN ~~This section authorizes execution of the subject of the emergency procurement prior to~~ Council APPROVAL AND ratification of the ~~procurement~~ emergency procurements AS MAY BE REQUIRED BY THIS CHAPTER AND ~~are not exempt from Council ratification if otherwise required and such ratification shall be obtained~~ as soon as practical PRACTICABLE after the final costs of such procurements are ~~established~~ DETERMINED.

3-13.4. *Other.* Competitive procurement may be dispensed with in accordance with any other section of this Code or State law, which provides such an exemption.

3-13.5. *Competition impracticable.* Notwithstanding any other provisions of this chapter, the City Manager ~~designee~~ may waive or authorize others to waive competitive procurement of services, supplies, materials, equipment, or construction when ~~a situation~~ CIRCUMSTANCES EXIST ~~exists that makes~~ MAKE competition impracticable, unnecessary, or contrary to the public interest. Any procurement under this SUBsection ~~shall~~ MUST be limited to those services, supplies, materials, equipment, or construction necessary to satisfy the City's need and ~~shall~~ MUST be made with sound fiscal discretion and not to avoid competition.

3-14. - Cooperative purchasing authorized.

The Central Procurement Office may participate in, sponsor, conduct, or administer cooperative purchasing with other public agencies and with non-profit groups or organizations established by public entities for the purpose of cooperative purchasing; provided that competitive purchasing procedures ~~similar to~~ LIKE those required in the City of Chandler are employed. Such participation may also consist of the following:

A. Purchasing supplies, services, or equipment through contracts or bid award list of others provided that competitive purchasing procedures like those required in the City of Chandler were employed to create such contracts or bid award lists.

B. Purchasing supplies and equipment through Federal programs when authorized by City Council.

C. Participating in joint or cooperative sale or disposal of City property.

3-15. - General standards of ethical conduct.

3-15.1. ETHICS POLICY. Public employment is a public trust. It is the policy of the City to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of EMPLOYEES AND qualified procurement personnel needed by the City. ~~Such~~ THIS policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public service.

3-15.2. PUBLIC EMPLOYEES AND PROCUREMENT PROFESSIONALS. Public ~~procurement~~ employees AND PROCUREMENT PROFESSIONALS must discharge their duties impartially to assure fair competitive access to governmental procurement by responsible contractors. Moreover, ~~they~~ PUBLIC EMPLOYEES AND PROCUREMENT PROFESSIONALS should conduct themselves in such a manner as to foster public confidence in the integrity of the City Procurement Organization. ANY ATTEMPT BY A PERSON TO REALIZE PERSONAL GAIN THROUGH PUBLIC EMPLOYMENT BY CONDUCT INCONSISTENT WITH THE PROPER DISCHARGE OF THE PUBLIC EMPLOYEE'S DUTIES IS A BREACH OF PUBLIC TRUST. TO FULFILL THIS GENERAL PRESCRIBED STANDARD, PUBLIC EMPLOYEES AND PROCUREMENT PROFESSIONALS MUST ALSO MEET THE SPECIFIC STANDARDS AS SET FORTH IN THIS CODE AND REGULATIONS ESTABLISHED BY THE CITY MANAGER.

3-15.3. DOING BUSINESS WITH THE CITY. ~~In order to~~ TO achieve the purpose of this chapter, it is essential that those doing business with the City also observe the ethical standards prescribed herein. ANY EFFORT BY A PERSON OR ENTITY TO INFLUENCE A PUBLIC EMPLOYEE TO BREACH THE STANDARDS OF ETHICAL CONDUCT AS SET FORTH IN THE CITY CHARTER AND CODE AND THIS SECTION IS ALSO A BREACH OF THESE ETHICAL STANDARDS.

~~A. Any attempt to realize personal gain through public employment by conduct inconsistent with the proper discharge of the procurement employee's duties is a breach of public trust. To fulfill this general prescribed standard, procurement employees must also meet the specific standards as set forth in this Code and regulations established by the City Manager/designee.~~

~~B. Any effort to influence any public employee to breach the standards of ethical conduct as set forth in the aforementioned section, City Charter and Code is also a breach of ethical standards.~~

3-16. PROCUREMENT PROCEDURES FOR FEDERAL AND STATE GRANTS.

WHERE AND WHEN APPLICABLE, THESE PROCUREMENT POLICIES AND STANDARDS MUST BE ADMINISTERED AND APPLY IN ACCORDANCE AND

CONSISTENT WITH FEDERAL OR STATE GRANT PROCUREMENT REQUIREMENTS AND PROCEDURES. IF A CONFLICT OR AMBIGUITY ARISES OR RESULTS FROM THESE PROCUREMENT PROCEDURES AND FEDERAL OR STATE GRANT PROCUREMENT PROCEDURES, FEDERAL OR STATE GRANT PROCUREMENT PROCEDURES PREVAIL AND CONTROL.

~~3-16. The Capital Fund Stimulus Grant Procurement Policy.~~

~~3-16.1. Capital fund stimulus grants.~~ As used herein, "Capital Fund Stimulus Grants" means monetary funds granted to or received by City as Fiscal Year 2009 Public Housing Capital Fund Grants provided by the federal government in accordance with the Federal American Recovery And Reinvestment Act Of 2009 (the "Recovery Act").

~~3-16.2. General procurement requirements not applicable.~~ The procurement policies and standards set out in this [Chapter 3](#) of the Chandler City Code or elsewhere in the Code, or in any other ordinances, resolutions, policies or regulations implementing the procurement provisions of the Chandler City Code, shall not apply to goods and services procured with Capital Fund Stimulus Grants except as allowed under this [Section 3-16](#).

~~3-16.3. Procurements using Capital Fund Stimulus Grants.~~ When procuring goods and services using Capital Fund Stimulus Grants, City shall comply with the following procurement requirements:

~~(a) Priority.~~ Priority shall be given to Capital Fund Stimulus Grant projects that can be awarded contracts based on bids within one hundred twenty (120) days from February 17, 2009.

~~(b) Part 85.~~ City shall comply with the procurement policies and standards set out in Part 85, of [Title 24](#), of the Code of Federal Regulations ("Part 85"), a public record is hereby adopted by reference and made a part hereof as if fully set out in this Chapter. In doing so, City shall comply with the following requirements:

~~(1) City shall follow all Part 85 provisions regarding conflicts of interest, and shall follow applicable local or state laws, rules or regulations only to the extent that they are more stringent and are not contrary to Part 85 or the purposes of the Recovery Act.~~

~~(2) City shall follow all Part 85 provisions regarding contract cost and price, including, without limitation, the requirements under [24 CFR § 85.36\(f\)](#) that a cost or price analysis must be performed in connection with every procurement action including contract modifications.~~

~~(3) City shall procure goods and services that do not cost more than one hundred thousand dollars (\$100,000.00) through use of the small purchase procedures provided under Part 85, under which it is sufficient for City to merely obtain price or rate quotations from an adequate number of qualified sources.~~

~~(c) Noncompetitive proposals.~~ Procurement by noncompetitive proposals means procurement through solicitation of a proposal from only one (1) source, or where, after solicitation of a number of sources, competition is determined inadequate. Under Part 85, procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the circumstances stated in [24 CFR § 85.36\(d\)\(4\)](#) applies. City may use the noncompetitive proposals method, but only on a contract-by-contract basis and only in compliance with all Part 85 requirements including the requirement for a cost analysis and the conflict of interest requirement.

~~(d) Force account. To the extent feasible, city shall consider employing existing or additional force account laborers on either a permanent or a temporary basis to perform capital fund stimulus grant work.~~

~~(e) Buy American. City shall follow the "Buy American" requirements of Section 1605 of the Recovery Act where applicable.~~

~~3-16.4. Retention of competitive procurement procedures. Notwithstanding the provisions of subsections 3-16.2 and 3-16.3 above, each of the following shall apply:~~

~~(a) In undertaking competitive procurements for goods and services using Capital Fund Stimulus Grants, City shall comply with the same competitive procurement procedures as are set out in sections [3-8](#), [3-10](#), and [3-11](#) of [Chapter 3](#) of the Chandler City Code, or in any other ordinances, resolutions, policies or regulations implementing these sections of the Chandler City Code, provided such procedures are not contrary to Part 85.~~

~~(b) The general standards of ethical conduct set out in [section 3-15](#) of [Chapter 3](#) of the Chandler City Code shall apply to procurements using Capital Fund Stimulus Grants to the extent that such standards of conduct are not contrary to Part 85.~~

~~(c) Prior city council approval of any procurement contract shall be obtained in accordance with the requirements of [section 3-9](#) of [Chapter 3](#) of the Chandler City Code~~

3-17. - Suspension; debarment related to award of City Contracts.

A. The City Manager ~~or designee~~ may debar or suspend ~~any~~ A person OR ENTITY from contracting with the City.

B. THE CITY MANAGER WILL ESTABLISH RULES, POLICIES, AND PROCEDURES AS APPROPRIATE TO CARRY OUT THE PURPOSES OF THIS SECTION INCLUDING, BUT NOT LIMITED TO, NOTICE OF INTENT TO SUSPEND OR DEBAR, AN OPPORTUNITY TO APPEAL A SUSPENSION OR DEBARMENT, THE EFFECTS OF A SUSPENSION OR DEBARMENT, AND REVOCATION AND REINSTATEMENT PROCEDURES. A PERSON OR AN ENTITY MAY BE SUSPENDED FOR A PERIOD NOT TO EXCEED ONE YEAR FROM THE DATE OF SUSPENSION.

C. The causes for debarment or suspension may include, but are not limited to, the following:

(1) Conviction of any person or any subsidiary or affiliate of any person for commission of a criminal offense arising out of obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

(2) Conviction of any person or any subsidiary or affiliate of any person under any statute of the federal government, this state or any other state for embezzlement, theft, fraudulent schemes and artifices, fraudulent schemes, and practices, bid rigging, perjury, forgery, bribery, falsification, or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a city contractor.

(3) Conviction or civil judgment finding a violation by any person or any subsidiary or affiliate of any person under state or federal antitrust statutes.

(4) Violations of contract provisions of a character which are deemed to be so serious as to justify debarment action, such as either of the following:

- a. Knowingly failing without good cause to perform in accordance with the specifications or within the time limit provided in the contract.
- b. Failure to perform or unsatisfactory performance in accordance with the terms of a contract, except that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall ~~not be considered to~~ be a basis for debarment.
- c. Submitting any bid, response, or other document to the City, which is deceptive, misleading, or otherwise intended to gain an unfair advantage in City contracting.
- d. Any other cause deemed to affect responsibility as a city contractor, including suspension or debarment of such person or any subsidiary or affiliate of such person by another governmental entity for any cause listed in the established rules.

~~D. Before imposing a suspension or debarment, the City Manager shall give the person or entity written notice of the intention to suspend or debar along with the grounds for suspension or debarment by certified mail. If the person or entity intends to contest the suspension or debarment, they must file with the City Manager within ten (10) business days' of the notice, a written request for an appeal of the City's action and provide such information or documentation as may be necessary to support the appeal. For purposes of this Section, "business day" means a day in which the City Clerk of the City of Chandler is open for business. This notice of appeal may also request an Administrative Hearing to present their arguments.~~

~~E. If requested, an Administrative Hearing shall be scheduled by the City Manager or designee. This shall be a public hearing, and the person or entity shall be afforded, an opportunity to be heard and present evidence. Within ten (10) days after the conclusion of such hearing, the City Manager shall issue a determination to uphold or revoke the suspension or debarment. The decision of the City Manager shall become final.~~

~~F. Suspension or debarment of a person may include any subsidiary or affiliate of such person or entity. The suspension or debarment of affiliates is based on whether or not the affiliate had control over or acted in concert with the unit of business being debarred.~~

~~G. The City Manager may at any time after a final decision on a suspension or debarment rescind the suspension or disbarment upon a determination that the cause upon the suspension or debarment is based no longer exists.~~

~~H. The specific effects of being suspended or debarred are as follows:~~

~~(1) Existing contracts with Persons subject to a suspension or debarment are subject to review and may be terminated.~~

~~(2) No new contracts, orders, option exercises, or contract extensions shall be authorized with the debarred or suspended Person.~~

~~(3) City officials and staff shall not solicit offers from, award contracts to, or consent to subcontracts with debarred or suspended Persons.~~

~~(4) City officials and staff shall not have discussions with or place debarred or suspended Persons regarding any solicitation or contract with the City of Chandler even if the solicitation~~

~~or contract will be effective after debarment is completed. Discussions and other contact may only resume after debarment is complete.~~

~~(5) Persons subject to debarment or suspension shall not act as agent for, representative of, or surety on any City of Chandler contract.~~

~~(6) Person(s) subject to debarment shall not act as Principal under any transaction with the City of Chandler. For purposes of this Section Principal is defined as: officer, director, owner, partner, principal investigator or other person with management or supervisory responsibility, or a consultant or other person, whether or not employed by the entity which is in a position to handle funds of the City of Chandler, or occupies a technical or professional position capable of substantially influencing the development or outcome of performance status.~~

~~I. Reinstatement. Persons who are only suspended from City Contracting shall be automatically reinstated at the conclusion of the suspension period. Persons who have been debarred from City Contracting must apply to the City Manager for reinstatement for the opportunity to engage in City Contracting following the conclusion of the debarment period. The application for reinstatement must demonstrate to the satisfaction of the City Manager that the Contractor is rehabilitated and has implemented a plan of corrective action which will remove the conditions or behaviors which led to debarment of the Contractor. The City Manager shall act upon an application for reinstatement within sixty (60) days.~~

~~J. The City Manager may allow a debarred Person to participate in City contracts on a limited basis if determined that participation is in the best interests of the City.~~

City Code Chapter 3 Current vs. Proposed Changes Summary

Section	Current Language	Proposed Language
3-8 Written Contracts	Written contracts required for purchases valued over \$5,000	Written contracts required for purchases valued over \$10,000
3-9.1-4 Approval of City Council	Council approval required for purchases of materials, equipment, services, and construction valued at \$50,000 or more	Council approval required for purchases of materials, equipment, services, and construction valued at \$100,000 or more
	Council approval required for purchases of consultant and professional services valued at \$30,000 or more	Council approval required for purchases of consultant and professional services valued at \$100,000 or more
	Council approval required for an amendment or change order whose total amount exceed the agreement by 10%	Council approval required for an amendment or change order whose total amount exceed the agreement by \$100,000 or more
	3-9.1.E states no prior Council approval for purchase of bulk fuel.	Added exemption for statutory fees, and membership, subscription, and dues
	None	Added 3.9-1.F provision that regardless of amount, contracts or agreement for non-routine matters of public interest and policy will require prior Council approval
	Existing language is silent to length of time the contract or agreement value is for, although Chandler's business practice has been per term	Added language clarifying that the value of contracts or agreements per term determines requirement for Council approval
3-11	Informal procurement required for purchases valued at \$5,000 or more	Informal procurement required for purchases valued at \$10,000 or more
3-11	Formal procurement required for purchases valued at \$50,000 or more	Formal procurement required for purchases valued at \$100,000 or more
3-13	Emergency defined as health safety or welfare of property is endangered or severely reduced if immediate action is not taken	Emergency defined as preserving or protecting health, safety, or welfare of residents or property from immediate threat of harm or injury; Added authorization for construction
3-15	Standards of ethical conduct established for public procurement employees	Standards of ethical conduct expanded to include all public employees and procurement professionals
3-16	Inapplicability of Chapter 3 to expenditure of funds received in accordance with American Reinvestment and Recovery Act of 2009 (ARRA) set	Reference to ARRA removed, inapplicability of Chapter 3 when in conflict with state and federal grant requirements established
3-17	Policy, process, and procedures for suspension and debarment established	City Manager responsibility to establish process and procedure established, process and procedure removed, but core elements of policy defined
Informational Council Agenda Item	None	An Information Council item will be added to each agenda to detail administrative approvals and significant price changes (+50%) between current and recommended approval thresholds

City Procurement Comparison

	Quotes	Formal Solicitation	Council Approval Goods, Services, Construction	Council Approval Professional Consultants
Chandler	\$5,000	\$50,000	\$50,000	\$30,000
Chandler (Proposed)	\$10,000	\$100,000	\$100,000	\$100,000
Gilbert	\$10,000	\$100,000	\$100,000	\$100,000
Glendale	\$5,000	\$50,000	\$50,000	\$50,000
Mesa	\$50,000	\$25,000	\$25,000	N/A*
Peoria	\$5,000	\$100,000	\$100,000	\$100,000
Phoenix	\$8,600	\$100,000	\$8,600**	\$8,600
Scottsdale	\$10,000	\$25,000	N/A***	\$25,000
Tempe	\$5,000	\$100,000	\$100,000	\$100,000

* Awards of professional consultant contracts are reported to Mesa City Council quarterly; Mesa pursuing changes through November 2022 ballot measure to allow City Council to set threshold vs. voters.

** City of Phoenix pursuing raising Council approval thresholds

*** Scottsdale City Council approves construction contracts over \$25,000

Informational Procurement Council Item - September 22, 2022

Administrative Approval of Contracts and Agreements Valued Between \$50,000 and \$99,999

Agreement No.: AI0-909-4218
Subject: Airport Tower Maintenance
Contractor: Everest Communications, LLC
Value: \$60,000

Agreement No.: CS2-961-4524
Subject: Softball Umpire Services
Contractor: Dynamic Sports Officials, LLC
Value: \$92,000

Agreement No.: State of Arizona ADSP016-100284
Subject: Hardware Support and Maintenance
Contractor: vCore Technology Partners
Value: \$75,772

Agreement No.: PD8-680-3892
Subject: Outer Vest Carriers
Contractor: Universal Police Supply
Value: \$50,000

Agreement No.: PD2-680-4356
Subject: Police Duty Gear
Contractor: Ace Uniforms of Phoenix
Value: \$80,000

Agreement No.: City of Mesa 2020047
Subject: Traffic Paint
Contractor: Ennis-Flint, Inc.
Value: \$85,000

Contracts or Agreements with Significant (+50%) Price Changes Valued Between \$50,000 and \$99,999

Agreement No.: CS2-961-4524
Subject: Softball Umpire Services
Contractor: Dynamic Sports Officials, LLC
Value: \$92,000 (previously \$60,000) +53%
Notes: Slow pitch rate increase 20%, fast pitch rate decrease 9%, new administrative fee of \$6 per game adds an estimated \$15,000 to overall cost per year



City Council Memorandum Public Works & Utilities Memo No. RE23-012

Date: November 7, 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. 5031 Authorizing a Portion of the West Side of Cooper Road North of Queen Creek Road be Vacated and Conveyed to the Abutting Property Owner

Proposed Motion:

Move City Council approve the final adoption of Ordinance No. 5031 authorizing a portion of the west side of Cooper Road north of Queen Creek Road be vacated and conveyed to the abutting property owner.

Background:

The City owns the Cooper Road right of way north of Queen Creek Road. The northwest corner of this intersection is being developed into the Chandler Airpark Business Center. Cooper Road is 55 feet wide and will be reduced to 40 feet wide as an industrial collector street as part of a future capital improvement project (known as the Cooper-Insight Loop Road). Chamberlain Development, LLC, owns the parcel on the west side of Cooper Road at this location and has agreed to purchase the west 15-plus feet of Cooper Road for \$169,541.

Staff has no concerns regarding this sale and has reviewed the purchase agreement and legal descriptions.

This Ordinance was introduced and tentatively adopted on October 24, 2022.

Attachments

Ordinance No. 5031

Exhibit A

ORDINANCE NO. 5031

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING A PORTION OF THE WEST SIDE OF COOPER ROAD NORTH OF QUEEN CREEK ROAD BE VACATED AND CONVEYED TO THE ABUTTING PROPERTY OWNER.

WHEREAS, the City of Chandler (“City”) owns Cooper Road north of Queen Creek Road; and,

WHEREAS, Chamberlain Development, LLC (“Chamberlain”) owns and is developing the property at the northwest corner of Cooper Road and Queen Creek Road; and,

WHEREAS, the City no longer needs the westerly 15 plus feet of Cooper Road in and desires to reduce the width of Cooper Road to 40 feet; and,

WHEREAS, Chamberlain is willing to compensate the City for the westerly 15 plus feet of Cooper Road to add to their development of Chandler Airport Corporate Park in the amount of one hundred sixty-nine thousand five hundred and forty-one (\$169,541.00) dollars; and

WHEREAS, the City is willing to vacate and convey the west side of Cooper Road north of Queen Creek Road for this amount.

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

- Section 1. That the City Council of the City of Chandler, Arizona, authorizes and approves the westerly 15 plus feet of Cooper Road north of Queen Creek Road, Chandler, Arizona, more fully described in Exhibit “A”, be vacated and conveyed to Chamberlain for \$169,541.00 in cash.
- Section 2. That the transfer of said property shall be in a form approved by the City Attorney.
- Section 3. Subject to Section 2 above, the City’s Real Estate Manager, or any City real estate officer acting on the Manager’s behalf, is authorized to execute, deliver and deposit into escrow the approved purchase agreement along with all other documents and instructions necessary to consummate the sale of said real property.
- Section 4. That the Mayor of the City of Chandler, Arizona, is hereby authorized to execute the conveying document and this Ordinance on behalf of the City.

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

ATTEST:

CITY CLERK

MAYOR

PASSED AND ADOPTED by the Mayor and 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. 5031 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

DMG

EXHIBIT “A”

EXHIBIT A

DISPOSITION OF RIGHTS-OF-WAY

THAT PORTION OF SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 11, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION BEARS NORTH 00°22'35" WEST A DISTANCE OF 2639.53 FEET;

THENCE NORTH 00°22'35" WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1148.52 FEET, TO THE POINT OF BEGINNING;

CONTINUING NORTH 00°22'35" WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 111.56 FEET;

THENCE SOUTH 89°37'25" WEST A DISTANCE OF 55.00 FEET;

THENCE SOUTH 00°22'35" EAST, PARALLEL WITH AND 55.00' WEST OF SAID EAST LINE, A DISTANCE OF 1165.65 FEET;

THENCE NORTH 44°18'58" EAST A DISTANCE OF 21.33 FEET;

THENCE NORTH 00°22'35" WEST, PARALLEL WITH AND 40.00 FEET WEST OF SAID EAST LINE, A DISTANCE OF 798.93 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 740.00 FEET;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 18 DEGREES 55 MINUTES AND 29 SECONDS AN ARC LENGTH OF 244.42 FEET, TO THE POINT OF BEGINNING.

CONTAINING 24,9998 SQUARE FEET , MORE OR LESS.

12409 W. INDIAN SCHOOL ROAD, AVONDALE, AZ 85392
PHONE: 623.536.1993 EMAIL: NATTHAN.COTTRELL@KAEOKOINC.COM



DISPOSITION OF EXISTING RIGHTS-OF-WAY

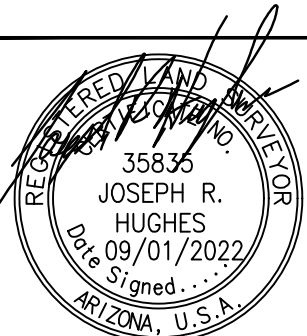
24,998 SQ. FT.

0.5739 ACRES

DATE: 9-1-2022
SCALE: N.T.S.
SHEET 1 OF 2

CHECKED BY: JRH
DRAWN BY: KJS
PROJECT #: 7021051

EXH. A



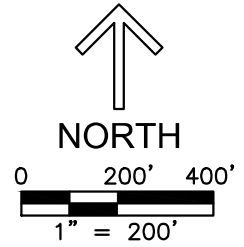
EAST QUARTER
COR. SEC. 11

APN 303-32-009C

APN 303-32-009H

E. QUEEN CREEK RD.

SOUTHEAST
COR. SEC. 11



1165.65'

2639.53'

ROAD

COOPER

SOUTH

S 00°22'35" E

N 00°22'35" W

LINE TABLE		
LINE	BEARING	DISTANCE
L1	NORTH 00°22'35" WEST	1148.52'
L2	NORTH 00°22'35" WEST	111.56'
L3	SOUTH 89°37'25" WEST	55.00'
L4	NORTH 44°18'58" EAST	21.33'
L5	NORTH 00°22'35" WEST	798.93'

CURVE TABLE			
#	DELTA	RADIUS	LENGTH
C1	18°55'29"	740.00'	244.42'



DISPOSITION OF
EXISTING RIGHTS-OF-WAY

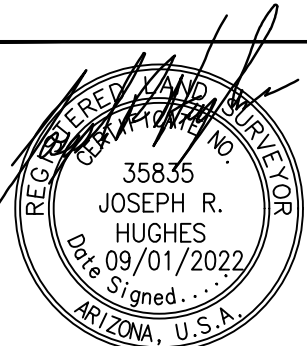
24,998 SQ. FT.

0.5739 ACRES

DATE: 9-1-2022
SCALE: 1"=200'
SHEET 2 OF 2

CHECKED BY: JRH
DRAWN BY: KJS
PROJECT #: 7021051

EXH. A



12409 W. INDIAN SCHOOL ROAD, AVONDALE, AZ 85392
PHONE: 623.536.1993 EMAIL: NATTHAN.COTTRELL@KAEOKOINC.COM