

# Planning and Zoning Commission Regular Meeting

June 15, 2022 | 5:30 p.m.

Chandler City Council Chambers  
88 E. Chicago, Chandler AZ



## Commission Members

Chair Rick Heumann  
Vice Chair David Rose  
Commissioner Erik Morgan  
Commissioner Sherri Koshiol  
Commissioner Mike Quinn  
Commissioner Jeff Velasquez  
Commissioner Kyle Barichello

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 Planning and Zoning Commission and to the general public that the Planning and Zoning Commission will hold a REGULAR MEETING open to the public on Wednesday, June 15, 2022, at 5:30 p.m., at City Council Chambers, 88 E. Chicago Street, Chandler, AZ. One or more members of the Commission 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.

# Planning and Zoning Commission

## Regular Meeting Agenda - June 15, 2022

### Call to Order/Roll Call

### Pledge of Allegiance

### Scheduled/Unscheduled Public Appearances

Members of the audience may address any item not on the agenda. State Statute prohibits the Board or Commission from discussing an item that is not on the agenda, but the Board or Commission does listen to your concerns and has staff follow up on any questions you raise.

### 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 Board or Commission, the item will be removed from the Consent Agenda for discussion and determination will be made if the item will be considered separately.

1. **June 1, 2022, Planning and Zoning Commission Meeting Minutes**  
Move Planning and Zoning Commission approve Planning and Zoning Commission meeting minutes of the Study Session of June 1, 2022, and Regular Meeting of June 1, 2022.
2. **Preliminary Development Plan, PLH22-0017 Andy's Frozen Custard, located south of the southeast corner of McQueen Road and Chandler Boulevard**  
Move Planning and Zoning Commission recommend approval of Preliminary Development Plan PLH22-0017 Andy's Frozen Custard for site layout and building architecture for a new drive-thru restaurant, subject to the conditions as recommended by Planning staff.
3. **Cancellation of the July 6, 2022, Planning and Zoning Commission Hearing**  
Move Planning and Zoning Commission cancel July 6, 2022, Planning and Zoning Commission Hearing.

### Member Comments/Announcements

### Calendar

4. The next Regular Meeting will be held on Wednesday, July 20, 2022, in the Chandler City Council Chambers, 88 East Chicago Street, Chandler, Arizona.

### Adjourn





**Planning & Zoning Commission  
22-025**

**Development Services Memo No. PZ**

**Date:** June 15, 2022  
**To:** Planning and Zoning Commission  
**Thru:** Kevin Mayo, Planning Administrator  
**From:** Julie San Miguel, Sr Administrative Assistant  
**Subject:** Study Session & Regular Meeting Minutes of June 1, 2022, Planning and Zoning Commission

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**Proposed Motion:**

Move Planning and Zoning Commission approve Planning and Zoning Commission meeting minutes of the Study Session of June 1, 2022, and Regular Meeting of June 1, 2022.

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**Attachments**

June 1, 2022, Study Session Minutes  
June 1, 2022, Regular Meeting Minutes



# Meeting Minutes

## Planning and Zoning Commission

### Study Session

June 1, 2022 | 5:00 p.m.  
Chandler City Council Chambers  
88 E. Chicago St., Chandler, AZ



### Call to Order

The meeting was called to order by Chairman Heumann at 5:00 p.m.

### Roll Call

#### Commission Attendance

Chairman Rick Heumann  
Vice Chairman David Rose  
Commissioner Erik Morgan  
Commissioner Sherri Koshiol  
Commissioner Jeff Velasquez  
Commissioner Kyle Barichello

#### Staff Attendance

Kevin Mayo, Planning Administrator  
David de la Torre, Planning Manager  
Lauren Schumann, Principal Planner  
Ben Cereceres, City Planner  
Mika Liburd, Associate Planner  
Thomas Allen, Assistant City Attorney  
Julie San Miguel, Clerk

#### Absent

Commissioner Michael Quinn

### Scheduled/Unscheduled Public Appearances

Members of the audience may address any item not on the agenda. State Statute prohibits the Board or Commission from discussing an item that is not on the agenda, but the Board or Commission does listen to your concerns and has staff follow up on any questions you raise.

### Consent Agenda and Discussion

#### 1. April 20, 2022, Planning and Zoning Commission Meeting Minutes

Move Planning and Zoning Commission approve Planning and Zoning Commission meeting minutes of the Study Session of April 20, 2022, and Regular Meeting of April 20, 2022.

CHAIRMAN HEUMANN confirmed there were no questions or comments from the Commission regarding this item.

CHAIRMAN HEUMANN announced Item No. 3. PLH22-0016 Thomas Wellness Center will be presented before Item No. 2. PLH21-0094/PLT21-0063 Alta Uptown.

### **3. PLH22-0016 THOMAS WELLNESS CENTER**

BEN CERECERES, CITY PLANNER presented details regarding the request for Use Permit for the operation of an outpatient treatment center. The business is located at 7030 W. Oakland Street, Suite 101, ½ mile north of the northwest corner of Chandler Blvd. and 56th street.

CHAIRMAN HEUMANN confirmed there were no questions or comments from the Commission regarding this item.

### **2. PLH21-0094/PLT21-0063 ALTA UPTOWN**

LAUREN SCHUMANN, SENIOR CITY PLANNER presented details regarding the request for Rezoning from Regional Commercial (C-3) district to Planned Area Development (PAD) for multi-family residential with Mid-Rise Overlay, Preliminary Development Plan approval for site layout and building architecture, and Preliminary Plat approval on approximately 10.2 acres located at the southeast corner of Arizona Avenue and Corporate Place, more generally located 1/4 north of the northeast corner of Arizona Avenue and Warner Road.

CHAIRMAN HEUMANN asked what is the height of the front buildings on Uptown Commons.

LAUREN SCHUMANN, PRINCIPAL PLANNER replied Uptown Commons requested a mid-rise overlay for up to 50-feet, but at that point with the building massing and grass turf feature, it is approximately 48-feet.

CHAIRMAN HEUMANN pointed out the proposed is twelve spaces under parked and asked for the number of tandem garages.

LAUREN SCHUMANN, PRINCIPAL PLANNER responded there are seventy tandem parking spaces per the site plan and explained, tandem spaces are a garage with a parking space behind it. She further explained each tandem space is assigned to one unit.

CHAIRMAN HEUMANN gave an example, if David arrives first and parks in the front space, then I park behind him, David will be blocked in if he tries to leave. He stated the tandem spaces are being counted into the total parking spaces and asked staff how often do people use both spaces. He asked if there were concerns regarding tandem parking and the missing twelve parking spaces.



LAUREN SCHUMANN, PRINCIPAL PLANNER replied that question is better directed towards the Applicant, but in the past years of reviewing projects and seeing them come to fruition, staff has not had many concerns; however, she echoed, this question is better directed towards the Applicant.

CHAIRMAN HEUMANN stated he recently went to a meeting on workforce housing and one of the challenges is that rent is high, therefore, multiple people are living in one apartment now. He further stated he sees a lot of overflow parking when he looks around town. He asked the Planning Administrator where overflow parking will go because the location is surrounded by business park.

KEVIN MAYO, PLANNING ADMINISTRATOR replied specifically to this case, the overflow parking would go on Corporate Place. He explained, it is an 80-foot-wide collector Street that allows parking on both sides and there is plenty of parking available as it is not used by the businesses in the vicinity. He stated, there is ample area for overflow if needed. He explained, the entire valley is watching what is happening with housing and what is happening with multifamily both with the rental rates and the diminished supply. He further explained, we are in the same position as the Applicants as they do not want to build something that is under parked, or they will have a hard time leasing it. He stated this Applicant is evaluating their existing complexes and working with staff to make sure there is enough parking today and in the future. He further stated in the past staff used to be supportive of far greater parking reductions, citing high-capacity transit corridors and a lot of that is not coming to fruition so staff is working with Applicants on parking on a case-by-case basis to make sure there is enough.

CHAIRMAN HEUMANN thanked the Planning Administrator for his input. He stated there would be more apprehension on the issue of parking spaces if this project was next to residential, but since location is industrial, the overflow parking will not be neighborhoods. He further stated the Applicant is going to have to deal with their clients if they are tired of parking blocks away.

VICE CHAIRMAN ROSE stated he is happy with the appearance of the project and the architecture. He is pleased to see the 10-foot sidewalks and wants to see more of that in north Chandler. He commended the Applicant on the outcome and mentioned this is a good use.

COMMISSIONER KOSHIOL asked staff or the Applicant to elaborate on the details of the tandem parking spaces outside of the garages. She asked what is the distance from the face of the garage to the drive aisle.

LAUREN SCHUMANN, PRINCIPAL PLANNER replied when staff reviews a parking space, it must be a minimum of 19-feet to meet the requirement for a parking space. She further explained they are showing 22-feet for the garage; 21-feet for the parking space in front of the garage; and the drive aisle meets the standard of 24-feet to allow for full movement on either side.

COMMISSIONER VELASQUEZ asked if the street parking along Corporate Place is counted in the overall parking study.

LAUREN SCHUMANN, PRINCIPAL PLANNER stated per the Zoning Code, parking spaces adjacent on street, if developed, can be counted towards required parking. She further stated the Applicant has these parking spaces counted towards their numbers.

COMMISSIONER VELASQUEZ pointed out there is a notation for accent feature along Arizona Avenue and asked if it will be developed with this site.

LAUREN SCHUMANN, PRINCIPAL PLANNER explained on the landscape plan there is a dotted-out feature and on the memo, it notates the ability for a shade structure or art feature to encroach up to 5-feet into that building setback or 5-feet from setback. She further explained staff is still working with the Applicant on what it is and stated it will be something to meet the goals of Economic Development's eclectic uptown place setting.

DAVID DE LA TORRE, PLANNING MANAGER stated the Applicant's goal is to build it at the same time they build the rest of the project.

CHAIRMAN HEUMANN presented concerns regarding the landscaping along Arizona Avenue and asked the modify the stipulation on the landscaping. He stated he would like to see it changed to 25% of trees from a 48-inch box with height of 15-feet on planting and 50% of trees from a 36-inch box with height of 12-feet on planting. He mentioned this would only affect 24 trees along the street, but it is important to get height early for shaded and help break up the buildings. He brought up the use of date palms to break up the massing and stated he rather see mature trees. He stated he likes the project overall as this will be a great use for North Chandler and the high-capacity transit corridor. He further stated he has concerns regarding the elevations along the west side and asked if staff could work with the Applicant to break up the massing.

LAUREN SCHUMANN, PRINCIPAL PLANNER presented the westside elevation and asked for clarification on the massing and if it was from the undulation of the push and pull or the massing of the parapets.

CHAIRMAN HEUMANN stated he sees a long run of mass on Arizona Avenue and asked to add something to the middle to break it up. He further stated it is not his intent to redesign the project and he will leave it up to the architect and staff, but there are other projects they have done around town that look heavy. He mentioned he liked that this project is 50-feet away from the curb as oppose to other projects from the Applicant are close to the street and very urban.

LAUREN SCHUMANN, PRINCIPAL PLANNER stated she will discuss this with the Applicant during the break.

CHAIRMAN HEUMANN stated this is a great use of that land and since the car dealership is going away other things will come in. He mentioned staff stated there is not a traffic study that warrants a light at Corporate Place and asked what is the potential for that. He explained, there will be 425 units with potentially 600 people trying to get in and out of there and the corporate center. He asked if the corner is not wired for a traffic light.

KEVIN MAYO, PLANNING ADMINISTRATOR responded the intersection is not currently wired for a signal and Arizona Avenue is unique because there is a flushed median the entire way. He explained the traffic engineer does believe there will be an issue as there are many ways out and the traffic pattern is not bad. He mentioned since staff is working with the Applicant on the art feature if it could be used to potentially break up the mass of the building, therefore we are not changing the building anymore, but breaking up the visual mass with whatever the art feature will be.

CHAIRMAN HEUMANN stated that would be great idea and echoed it is not his intent to redesign the project during the meeting. He further stated he believes staff and the Applicant can work together to come up with a solution.

## Calendar

The next Study Session will be held before the Regular Meeting on Wednesday, June 15, 2022, in the Chandler City Council Chambers, 88 E. Chicago Street, Chandler, Arizona.

## Adjourn

The meeting was adjourned at 5:30 p.m.



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Kevin Mayo, Secretary

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Rick Heumann, Chairman



# Meeting Minutes

## Planning and Zoning Commission

### Regular Meeting

June 1, 2022 | 5:30 p.m.  
Chandler City Council Chambers  
88 E. Chicago St., Chandler, AZ



### Call to Order

The meeting was called to order by Chairman Heumann at 5:44 p.m.

### Roll Call

#### Commission Attendance

Chairman Rick Heumann  
Vice Chairman David Rose  
Commissioner Erik Morgan  
Commissioner Sherri Koshiol  
Commissioner Jeff Velasquez  
Commissioner Kyle Barichello

#### Staff Attendance

Kevin Mayo, Planning Administrator  
David de la Torre, Planning Manager  
Lauren Schumann, Principal Planner  
Ben Cereceres, City Planner  
Mika Liburd, Associate Planner  
Thomas Allen, Assistant City Attorney  
Julie San Miguel, Clerk

#### Absent

Commissioner Michael Quinn

### Pledge of Allegiance

The Pledge of Allegiance was led by Commissioner Koshiol.

### Scheduled and Unscheduled Public Appearances

Members of the audience may address any item not on the agenda. State Statute prohibits the Board or Commission from discussing an item that is not on the agenda, but the Board or Commission does listen to your concerns and has staff follow up on any questions you raise.

# Consent Agenda and Discussion

## 1. April 20, 2022, Planning and Zoning Commission Meeting Minutes

Move Planning and Zoning Commission approve Planning and Zoning Commission meeting minutes of the Study Session of April 20, 2022, and Regular Meeting of April 20, 2022.

## 2. PLH21-0094/PLT21-0063 ALTA UPTOWN

Request for Rezoning from Regional Commercial (C-3) district to Planned Area Development (PAD) for multi-family residential with Mid-Rise Overlay, Preliminary Development Plan approval for site layout and building architecture, and Preliminary Plat approval on approximately 10.2 acres located at the southeast corner of Arizona Avenue and Corporate Place, more generally located 1/4 north of the northeast corner of Arizona Avenue and Warner Road.

### Rezoning

Move Planning and Zoning Commission recommend approval of Rezoning PLH21-0094 Alta Uptown, Rezoning from Region Commercial (C-3) to Planned Area Development for multi-family residential, subject to the following conditions as recommended by Planning staff.

1. Development shall be in substantial conformance with the Development Booklet, entitled, "Alta Uptown" and kept on file in the City of Chandler Planning Division, in File No. PLH21-0094, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by Chandler City Council.
2. High density residential shall be permitted up to a maximum density of forty-five (45) dwelling units per acre.
3. Building heights shall be limited to a maximum of sixty (60) feet in height.
4. Completion of the construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting to achieve conformance with City codes, standard details, and design manuals.
5. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.
6. The landscaping in all open-spaces shall be maintained by the property owner or property owners' association, and shall be maintained at a level consistent with or better than at the time of planting.

7. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.
8. Minimum building setbacks shall be as follows:

Property Line Location	Minimum Building Setback
Arizona Avenue	20 ft. for multi-family building and 5 ft. for a shade structure/accent feature
Corporate Place	20 ft. for multi-family building and 5 ft. for a shade structure
East	30 ft.
South	20 ft.

#### Preliminary Development Plan

Move Planning and Zoning Commission recommend approval of Preliminary Development Plan PLH21-0094 Alta Uptown for site layout and building architecture, subject to the following conditions as recommended by Planning staff.

1. Development shall be in substantial conformance with the Development Booklet, entitled, "Alta Uptown" and kept on file in the City of Chandler Planning Division, in File No. PLH21-0094, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by Chandler City Council.
2. Landscaping plans (including for open spaces, retention, rights-of-way, and street medians) shall be approved by the Planning Administrator.

*Note: Preliminary Development Plan Stipulation No. 3 was modified as a result of the Planning and Zoning Commission's discussion during the Study Session:*

3. Along the arterial street fifty percent of the trees planted shall be a minimum of 36-inch box and 12-feet in height at the time of planting and twenty-five percent shall be a minimum of 48-inch box and 15-feet in height at the time of planting.
4. A minimum of three (3) electric vehicle charging stations shall be installed per building.
5. All mechanical equipment, including HVAC, utility meters, etc. shall be screened from view by material(s) that are architecturally integrated and consistent with the proposed buildings.



6. Signage shall be in substantial conformance with the approved Development Booklet and shall follow all applicable criteria of the City of Chandler Sign Code.
7. Preliminary Development Plan approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Preliminary Development Plan shall apply.
8. The site shall be maintained in a clean and orderly manner.

*Note: Stipulation No. 9 was added as a result of the Planning and Zoning Commission's discussion during the Study Session:*

9. The applicant shall work with staff to enhance the building along Arizona Avenue to break up the massing.

#### Preliminary Plat

Move Planning and Zoning Commission recommend approval of Preliminary Plat, PLT21-0063 Alta Uptown, subject to the following condition as recommended by Planning staff.

1. Approval by the City Engineer and Planning Administrator with regard to the details of all submittals required by code or condition.

CHAIRMAN HEUMANN advised a stipulation was modified and another was added during the Study Session prior to the Regular Meeting. He requested staff present the modified and additional stipulation(s) to the Commission and audience.

LAUREN SCHUMANN, PRINCIPAL PLANNER presented the modified stipulation reflected under Condition No. 3 and the added stipulation reflected under condition No. 9.

### **3. PLH22-0016 THOMAS WELLNESS CENTER**

Request for Use Permit for the operation of an outpatient treatment center. The business is located at 7030 W. Oakland Street, Suite 101, ½ mile north of the northwest corner of Chandler Blvd. and 56th street.

Move Planning and Zoning Commission recommend approval of Use Permit PLH22-0016 Thomas Wellness Center for the operation of an outpatient treatment center, subject to the following conditions as recommended by Planning staff.

1. Substantial expansion or modification beyond the approved exhibits (Site Plan, Floor Plan and Narrative) shall void the Use Permit and require new Use Permit application and approval.

2. The Use Permit is non-transferable to any other location.
3. The site shall be maintained in a clean and orderly manner.
4. Window signage shall be limited to business name and/or logo, address, phone number, and days and hours of operation.
5. The Use Permit shall remain in effect for three (3) years from the date of City Council approval. Continuation of the Use Permit beyond the expiration date shall require re-application to and approval by the City of Chandler.

## **Consent Agenda Motion and Vote**

Vice Chairman Rose moved to approve the Consent Agenda of the June 1, 2022, Regular Planning and Zoning Commission Meeting, with the modified and added stipulations of Consent Agenda Item No. 2; Seconded by Commissioner Velasquez.

Motion carried (6-0); Chairman Heumann abstained from the vote regarding Consent Agenda Item No. 1.

## **Member Comments/Announcements**

None.

## **Calendar**

The next regular meeting will be held on Wednesday, June 15, 2022, in the Chandler City Council Chambers, 88 E. Chicago Street, Chandler, Arizona.

## **Adjourn**

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

  
\_\_\_\_\_  
Kevin Mayo, Secretary  
\_\_\_\_\_  
Rick Heumann, Chairman



**Planning & Zoning Commission Memorandum  
Memo No. 22-024**

**Development Services**

**Date:** June 15, 2022  
**To:** Planning and Zoning Commission  
**Thru:** Kevin Mayo, Planning Administrator  
David de la Torre, Planning Manager  
**From:** Lauren Schumann, Principal Planner  
**Subject:** PLH22-0017 Andy's Frozen Custard  
**Request:** Request Preliminary Development Plan approval for site layout and building architecture for a new drive-thru restaurant  
**Location:** South of the southeast corner of McQueen Road and Chandler Boulevard  
**Applicant:** Lauren Proper Potter; Huellmantel & Affiliates

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**Proposed Motion:**

Move Planning and Zoning Commission recommend approval of Preliminary Development Plan PLH22-0017 Andy's Frozen Custard for site layout and building architecture for a new drive-thru restaurant, subject to the conditions as recommended by Planning staff.

**Background Data:**

- Subject site and surrounding 10-acres zoned Planned Area Development (PAD) for Community Commercial (C-2) uses in 2005
- Late Hour businesses are prohibited at this site per 2005 zoning case
- PDP was approved for QuickTrip's ancillary carwash in 2005; stipulation stated new PDP required for any other type of drive-thru
- Subject site approximately 1.1 acres

**Surrounding Land Use Data:**

North	QuickTrip fuel station and convenience store	South	Existing multi-family and vacant lots owned by the City for multi-family
East	Office and carwash located northeast of site	West	McQueen Road then multi-family

### **Proposed Business Operations (for Use Permit) or Proposed Development (for PDP)**

Proposed Used	Drive-thru Restaurant
Proposed Building Square Footage	One Building; 1,275 square feet
Building Height	One-story; 21 feet
Provided Parking	Required Parking Spaces 6 Provided Parking Spaces 22
Hours of Operation	11 a.m. to 11 p.m. daily

### **Review and Recommendation:**

The commercial corner has been vacant since being rezoned in 2005. Within the past year, a fuel station with convince store, a carwash, and two office buildings have developed within the commercial corner including all landscaping along arterial streets. The subject site has been owned by the adjacent fuel station user, who determined the future ancillary carwash is no longer needed, hence the sale of the property to current user. The proposed drive-thru restaurant has incorporated material, colors, and architectural elements from the fuel station and carwash to be architecturally integrated with the existing commercial development. The proposed user has requested neon lighting be used to illuminate the canopy as an architectural feature as a throwback to the 1950s carhop diner. Planning staff supports the proposed exposed lighting of the building as an architectural feature.

A comprehensive sign package is included as part of the request. The proposed monument sign mimics the design of the existing three other monument signs for the commercial development: Planning staff supports the request for an additional freestanding monument sign along McQueen Road as the adjacent monument sign for the fuel station was not designed for multi-tenant user. All wall mounted signage facing the east will be non-illuminated to protect the singe-family lots east of the overall commercial development.

Planning staff has reviewed the request finding consistency with the General Plan and PAD zoning. The proposed site layout and building architecture comply with the intent of the Commercial Design Standards. Planning staff recommend the Planning and Zoning Commission recommend approval.

### **Public / Neighborhood Notification**

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting sign was posted on the site and on social media via NextDoor.
- A neighborhood meeting was held on May 23, 2022. No one attended other than the applicant attended the virtual neighborhood meeting.
- As of the writing of this memo, Planning staff is not aware of any concerns or opposition to the request. A resident of the Springs called and said they would prefer a sit-down restaurant with live-music on the patio.

### **Recommended Conditions of Approval**

Planning staff recommends Planning and Zoning Commission move to recommend approval of the Preliminary Development Plan, subject to the following conditions:

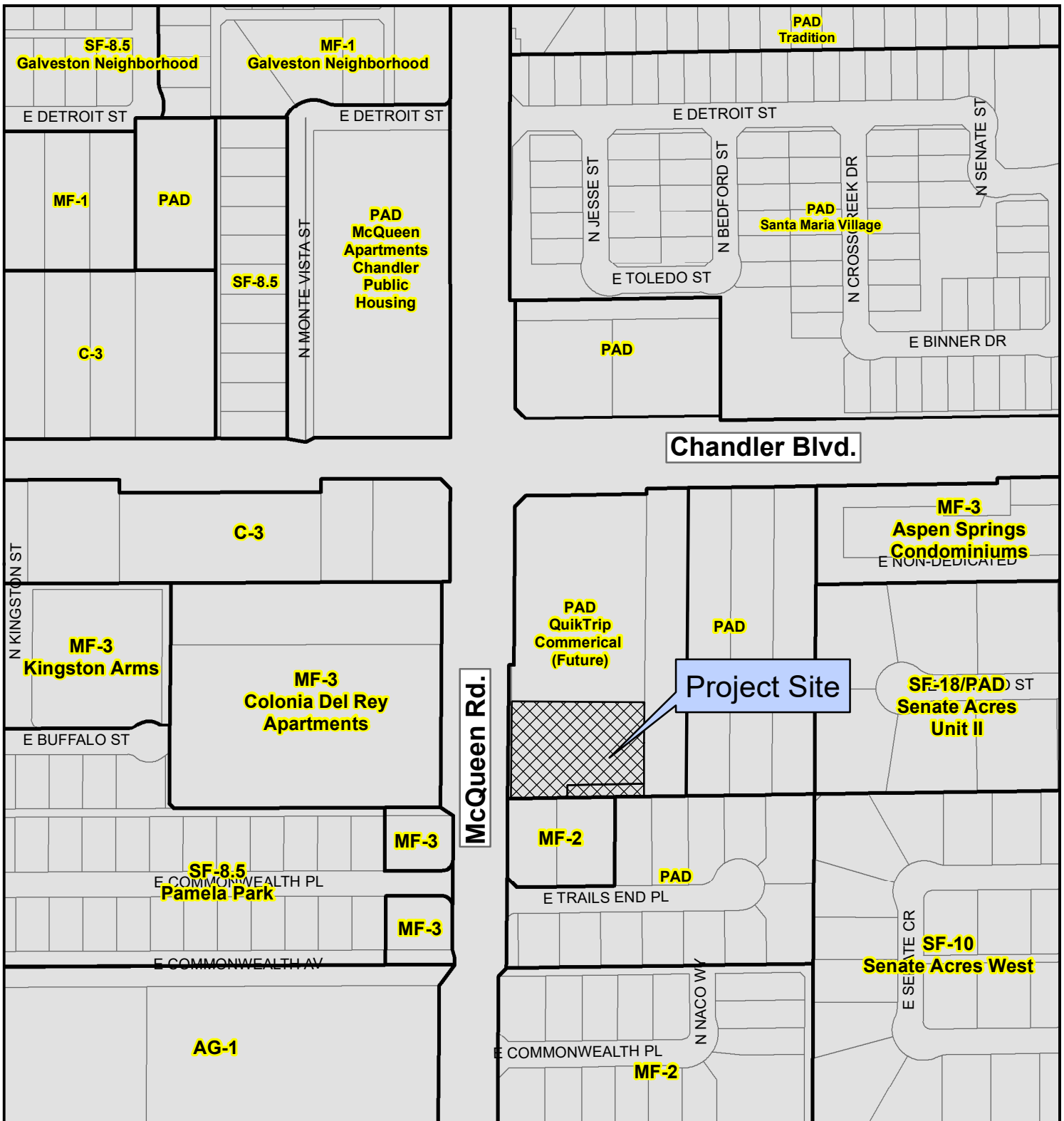
1. Development shall be in substantial conformance with the Development Booklet, entitled "Andy's Frozen Custard" and kept on file in the City of Chandler Planning Division, in File No. PLH22-0017, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.
2. The site shall be maintained in a clean and orderly manner.
3. The landscaping shall be maintained at a level consistent with or better than at the time of planting.
4. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.
5. Landscaping plans (including for open spaces, rights-of-way, and street medians) and perimeter walls shall be approved by the Planning Administrator.

6. Preliminary Development Plan approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Preliminary Development Plan shall apply.
7. All mechanical equipment, including HVAC, utility meters, etc. shall be screened from view by material(s) that are architecturally integrated and consistent with the proposed buildings.
8. Building mounted signage facing the east shall be non-illuminated.
9. Compliance with original conditions adopted by the City Council in Ordinance No. 3691 in case DVR04-0049 QuickTrip- Chandler Bld. & McQueen Road, except as modified by condition herein.

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### **Attachments**

Vicinity Maps  
Development Booklet  
Ordinance No. 3691



## PLH22-0017 Andy's Frozen Custard



### Proposed Project Details

PDP

1.01 Acres

Restaurant with Drive-Through (Future)

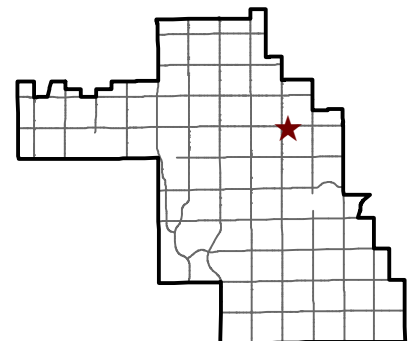


City of Chandler Planning Division

[chandleraz.gov/planning](http://chandleraz.gov/planning)

For more information visit:

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







**PLH22-0017 Andy's Frozen Custard**



### Proposed Project Details

PDP

1.01 Acres

Restaurant with Drive-Through (Future)

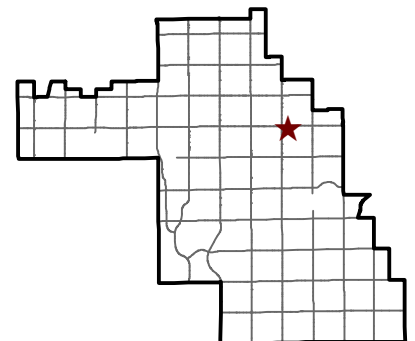


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# PRELIMINARY DEVELOPMENT BOOKLET

PLH22-0017



APPLICANT:

**H**UELLMANTEL  
AFFILIATES

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

## **Narrative**



# PDP & COMPREHENSIVE SIGN PACKAGE

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



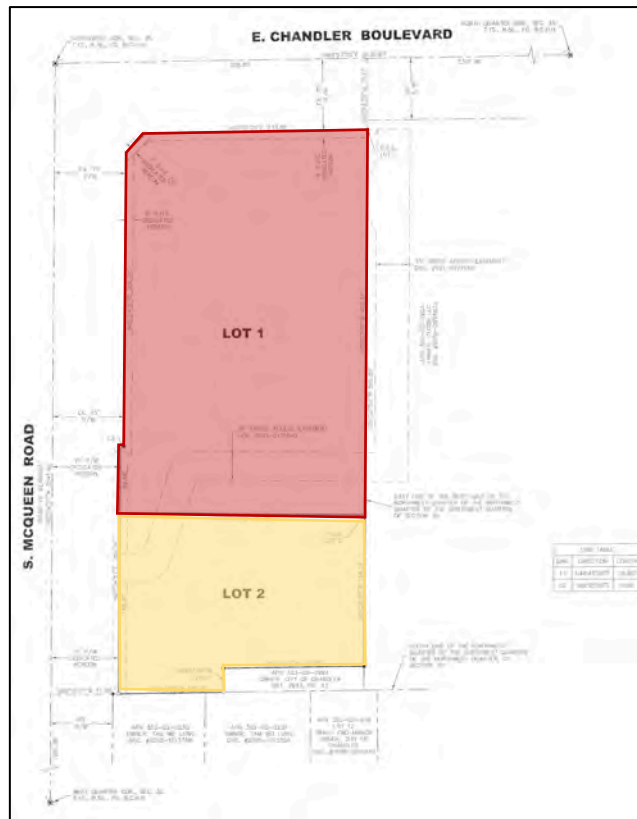
APPLICANT:

**H**UELLMANTEL  
AFFILIATES

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

## SUMMARY

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



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

Condition of Approval #13 from DVR04-0049 states:

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

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

## PRELIMINARY DEVELOPMENT PLAN

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

***Northwest corner, looking east***



***Northeast corner, looking west***



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

The Andy's building will be approximately 1,275 square feet and approximately 21'-0" to the top of the tower element. Per the Chandler Zoning code, the development requires 6 vehicular parking spaces - the Andy's parking lot will provide 22 vehicular parking spaces. The drive-through portion of the site will allow for approximately 13 cars to stack at one time.

### **Elevations:**

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

### **Landscape:**

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



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

**Mulga Tree:**



**Seedless Hybrid Mesquite Tree:**



**Shoe String Acacia Tree:**



**Red Push Pistache Tree:**



**Evergreen Elm Tree:**



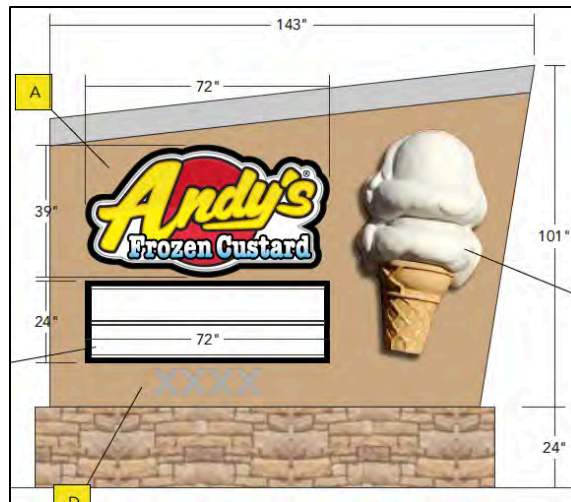
The proposed accents, shrubs, bushes and ground cover have been designed to compliment the tree palette, surrounding landscape and the Andy's building. Brakelights Red Yucca (*Hesperaloe parviflora 'Brakelights'*) provides a red flower that accents the red proposed on the building and on the neighboring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

### **Business Operations:**

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

## COMPREHENSIVE SIGN PACKAGE

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



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

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



## **Site Plan**





DATE: MAY 23, 2022

# **Landscape Plan**

# ANDY'S FROZEN CUSTARD

## project consultants

### landscape architecture:

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

### architecture:

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

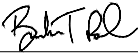
### civil engineer:

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

## sheet index

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

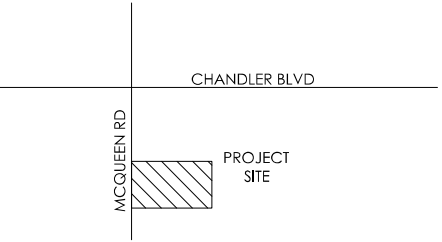
I HEREBY CERTIFY THAT NO TREE OR BOULDER IS DESIGNED CLOSER THAN SIX (6) FEET TO THE FACE OF THE PUBLIC STREET CURB.



03.08.2022

REGISTERED LANDSCAPE ARCHITECT

DATE

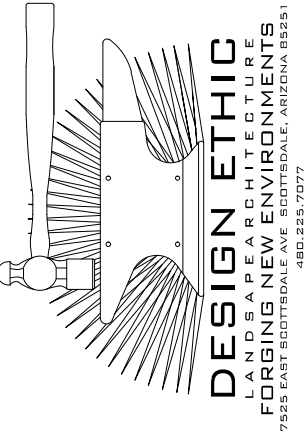


vicinity map



## city of chandler notes

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



PROJECT:

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

SHEET TITLE:

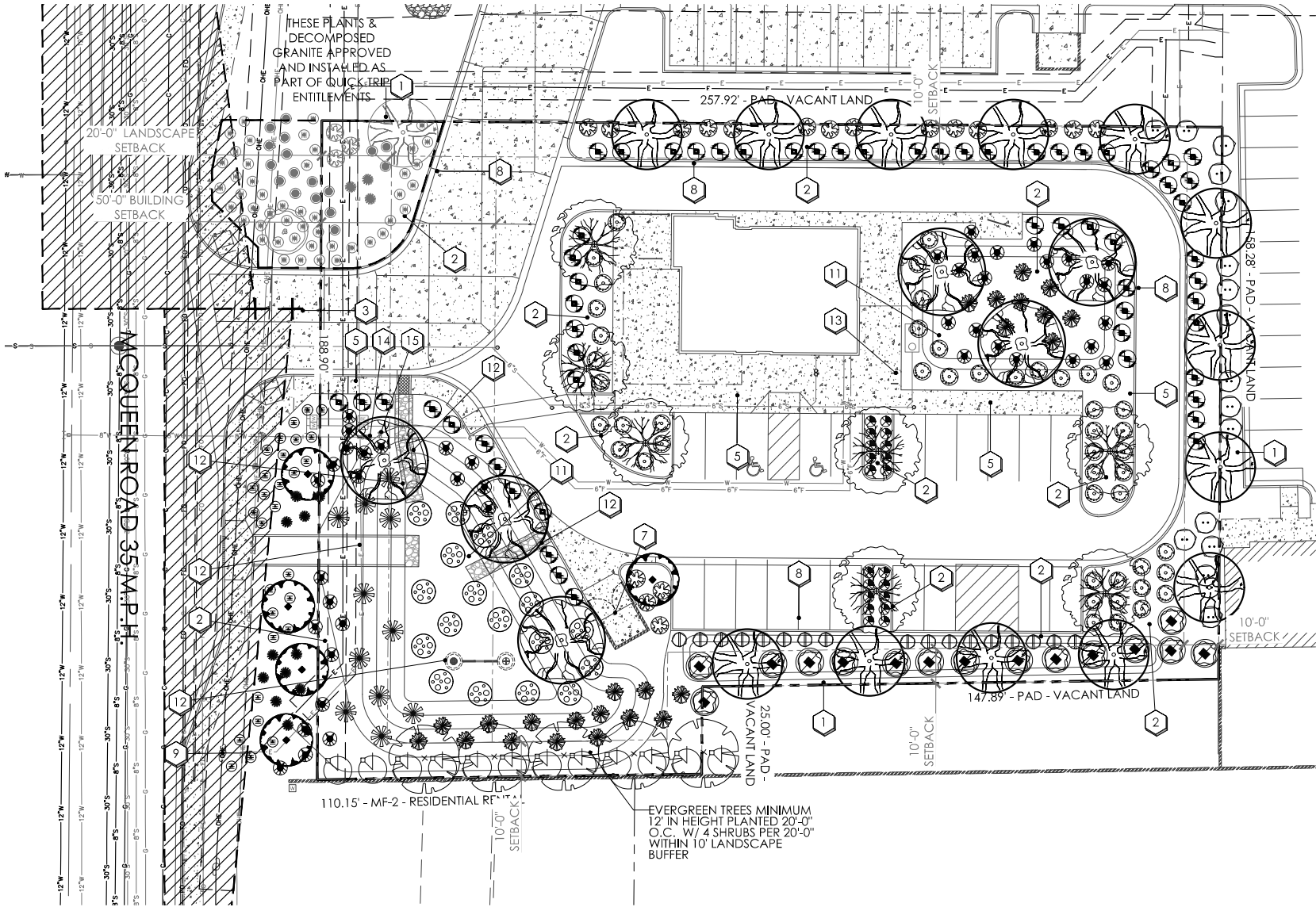
COVER SHEET & NOTES

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

SHEET

L.01 of L.02

1 OF 2



planting key notes

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

PLANT QUANTITIES

STREET FRONTAGE PLANTINGS: 188.90'  
TREES: 1 PER 30 L.F. OF FRONTAGE  
50% @ 24" BOX  
25% @ 36" BOX  
25% @ 48" BOX  
SHRUBS: 6 PER 30 L.F. OF FRONTAGE  
50% LANDSCAPE COVERAGE

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

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

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

REQUIRED	PROVIDED
6 TREES	6 TREES
3 TREES	3 TREES
2 TREES	2 TREES
1 TREE	1 TREE
36 SHRUBS	65 SHRUBS
6 TREES	6 TREES
24 SHRUBS	24 SHRUBS
6 TREES	5 TREES*
30 SHRUBS	30 SHRUBS
22 TREES	22 TREES
132 SHRUBS	325 SHRUBS

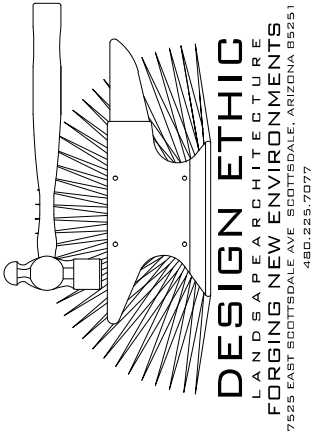
QT approved plant legend

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

plant legend

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

botanical name	common name	emitters	size	qty	comments
trees					
ACACIA ANEURA MULGA		(5 @ 1.0 GPH)	48" BOX 36" BOX 24" BOX	1 2 2	8.0 H., 5.0 W., 2.0 CAL. 7.0 H., 4.0 W., 1.5 CAL. 6.0 H., 2.0 W., 0.75 CAL. STAKE IN PLACE
ACACIA STENOPHYLLA SHOE STRING ACACIA		(5 @ 1.0 GPH)	48" BOX	5	12.0H., 7.0W., 3.0CAL. STAKE IN PLACE
PISTACIA X. RED PUSH RED PUSH PISTACHE		(6 @ 2.0 GPH)	24" BOX	14	7.0H., 2.5W., 1.0CAL. STAKE IN PLACE
PROSOPIS SEEDLESS HYBRID 'AZITM' 'AZITM' SEEDLESS HYBRID MESQUITE		(5 @ 1.0 GPH)	24" BOX	6	5.0H., 6.0W., 1.25CAL. STAKE IN PLACE
ULMUS PARVIFOLIA EVERGREEN ELM		(6 @ 2.0 GPH)	24" BOX	7	7.0H., 3.0W., 1.0CAL. STAKE IN PLACE
shrubs					
CALLIANDRA ERIOPHYLLA PINK FAIRY DUSTER		(1 @ 1.0 GPH)	5 GAL.	44	PLANT AT 4' O.C.
CORDIA PARVIFOLIA LITTLELEAF CORDIA		(1 @ 1.0 GPH)	5 GAL.	17	PLANT AT 6' O.C.
DODONAEA VISCOSA HOPSEED BUSH		(1 @ 1.0 GPH)	5 GAL.	15	PLANT AT 8' O.C.
RUPELLIA PENINSULARIS BAJA RUELLIA		(1 @ 1.0 GPH)	5 GAL.	17	PLANT AT 4' O.C.
SENNA OLIGOPHYLLA OUTBACK CASSIA		(1 @ 1.0 GPH)	5 GAL.	24	PLANT AT 5' O.C.
TECOMA STANS YELLOW BELLS		(1 @ 1.0 GPH)	5 GAL.	12	PLANT AT 8' O.C.
accents					
AGAVE AMERICANA CENTURY PLANT			5 GAL.	11	PLANT AT 6' O.C.
HESPERALOE PARVIFLORA 'BRAKELIGHTS' BRAKELIGHTS RED YUCCA	(1 @ 1.0 GPH)	5 GAL.	12		PLANT AT 3' O.C.
DASYLIRION WHEELERI DESERT SPOON		5 GAL.	19		PLANT AT 5' O.C.
MUHLENBERGIA CAPILLARIS REGAL MIST	(1 @ 1.0 GPH)	5 GAL.	20		PLANT AT 3' O.C.
MUHLENBERGIA RIGENS DEER GRASS	(1 @ 1.0 GPH)	5 GAL.	48		PLANT AT 5' O.C.
groundcover					
ACACIA REDOLENS DESERT CARPET	(1 @ 1.0 GPH)	1 GAL.	18		PLANT AT 7' O.C.
EREMOPHILA GLABRA 'MIGNEW GOLD'. OUTBACK SUNRISE EMU	(1 @ 1.0 GPH)	5 GAL.	59		PLANT AT 5' O.C.
LANTANA MONTEVIDENSIS PURPLE LANTANA	(1 @ 1.0 GPH)	1 GAL.	29		PLANT AT 3' O.C.
inerts					
1/2" MINUS DECOMPOSED GRANITE MADISON GOLD		1/2" MINUS	24,960 SF		2" MINIMUM DEPTH IN ALL PLANTING AREAS



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



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

PLANTING PLAN

PROJECT:

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

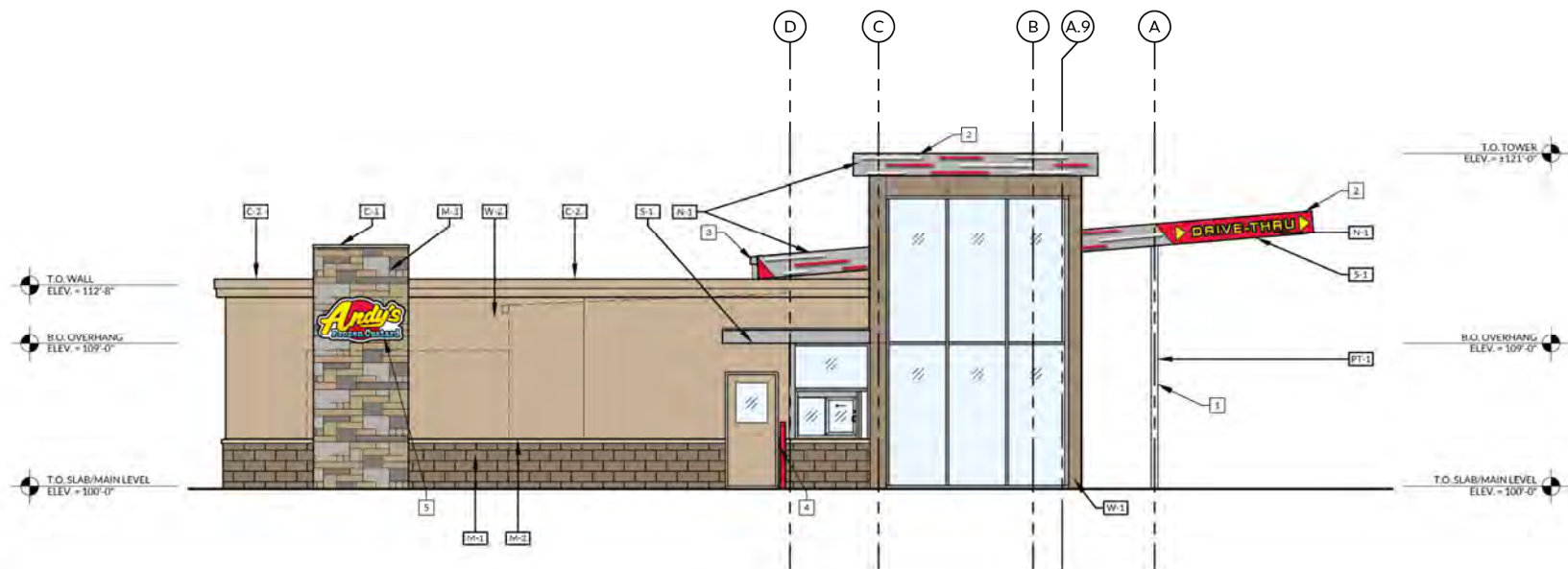
SHEET

L.02 of L.02

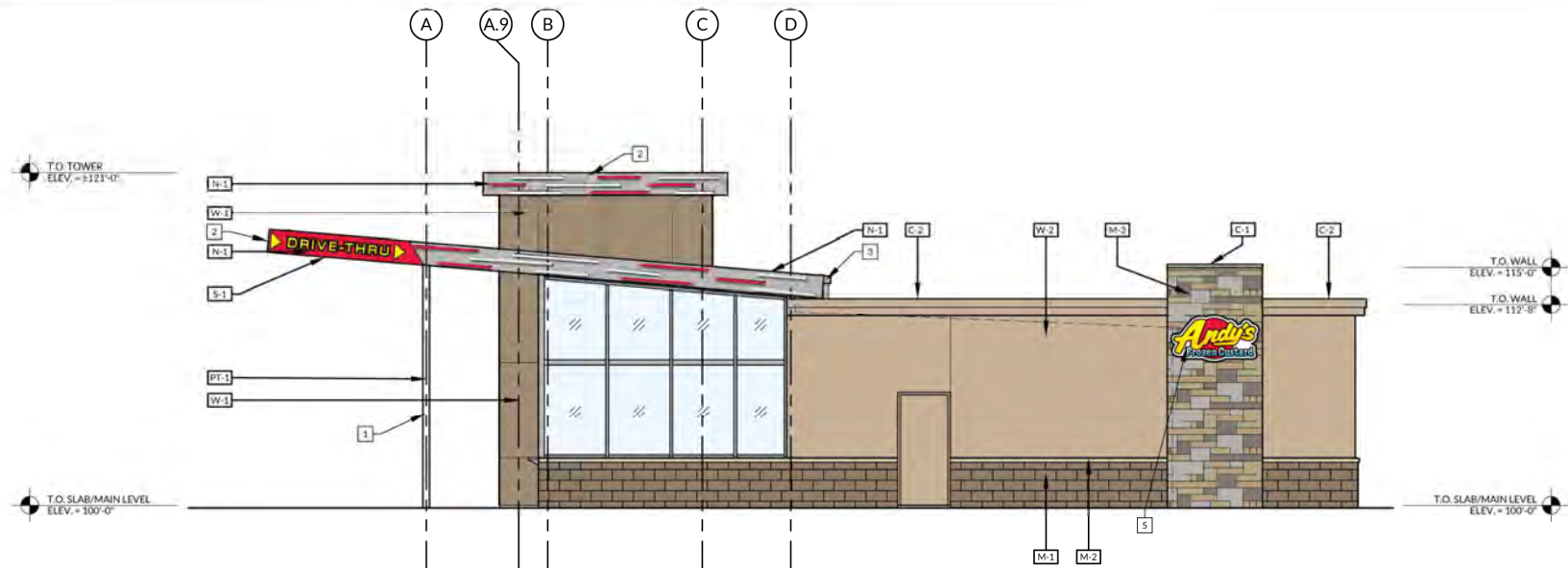
2 OF 2

## **Elevations**

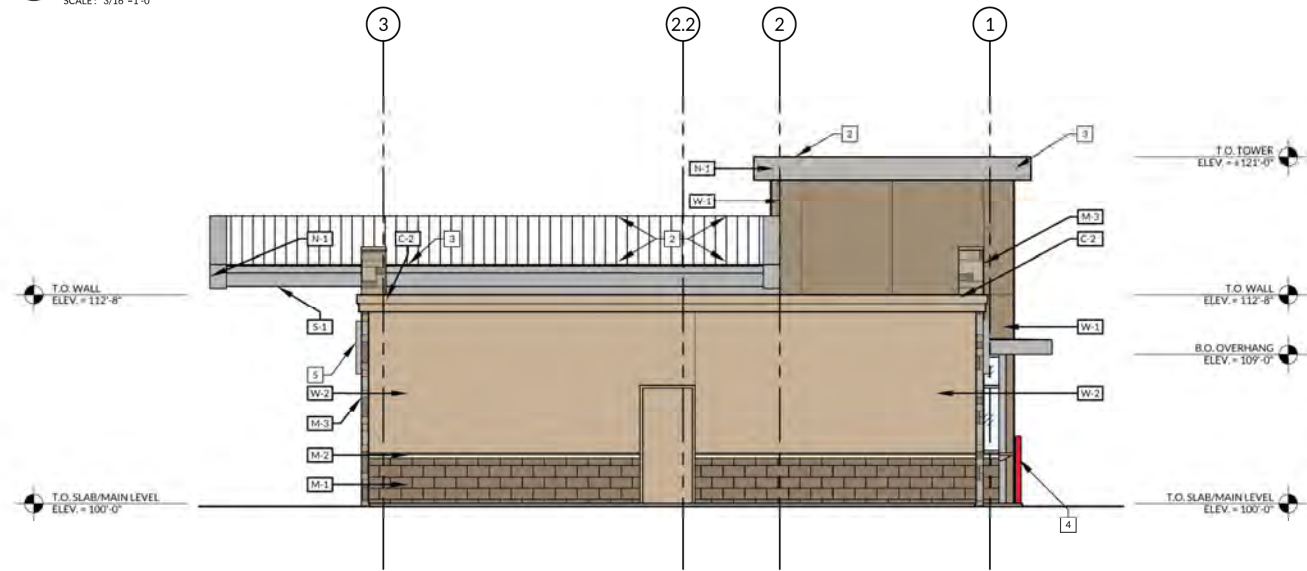




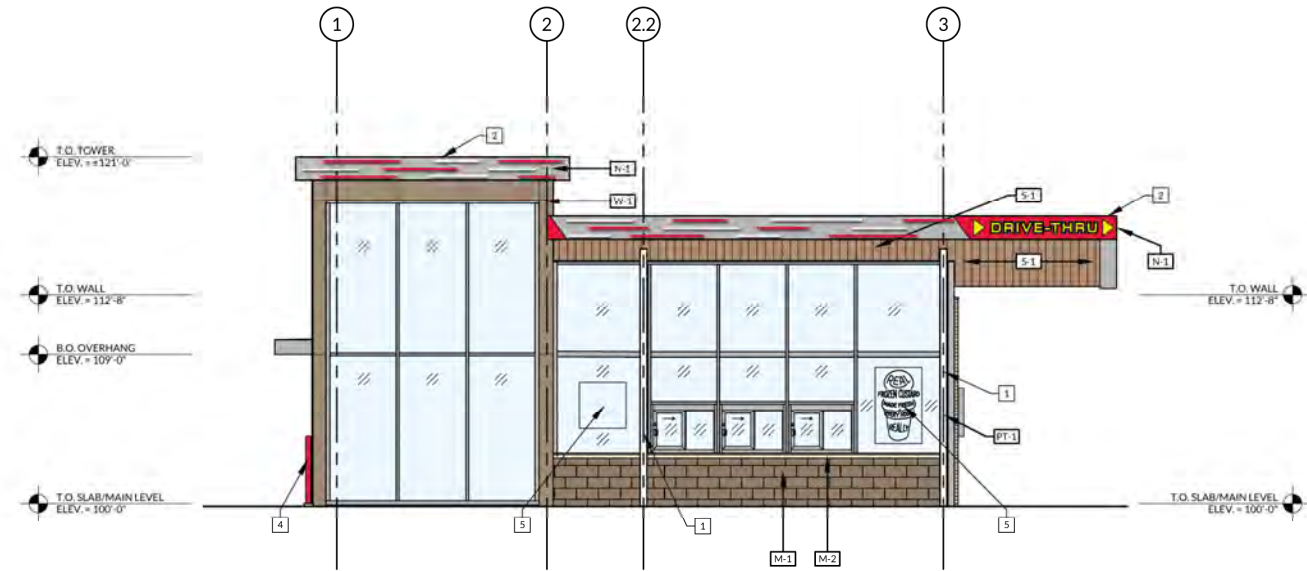
1 NORTH ELEVATION  
SCALE: 3/16"=1'-0"



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



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



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

### ELEVATION KEYNOTES

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

### EXTERIOR FINISH LEGEND

TAG NO.	DESCRIPTION
C-1	COPING TYPE 1: PRE-FINISHED METAL PARAPET CAP. COLOR TO MATCH MASONRY BELOW.
C-2	COPING TYPE 2: EIFS CAP. COLOR TO MATCH EIFS BELOW.
FC-1	FIBER CEMENT TYPE 1 (AT INSIDE OF MECHANICAL ENCLOSURE): 5/16" JAMES HARDIE PANEL-B COLOR PLUS EXTERIOR. 4'-0" x 10'-0" SECTIONS ON 3/4" BATTONS. COLOR: LIGHT MIST. SMOOTH FINISH.
M-1	MASONRY TYPE 1: INTEGRALLY COLORED CMU. COLOR TO MATCH ADJACENT DEVELOPMENT (Q1)
M-2	CAST STONE CAP. COLOR TO MATCH MASONRY EQ. TO EDWARDS CAST STONE SILL 304.
M-3	MASONRY TYPE 2: STONE VENEER EQ. TO EL DORADO STONE - LIMESTONE - YORK.
N-1	POLISHED ALUMINUM FASCIA WITH SEALED NEON TUBING.
PT-1	STEEL COLUMN TO BE PAINTED SHERWIN WILLIAMS SW7007 "BRIGHT WHITE" or EQUAL.
S-1	SOFFIT TYPE 1: BLACK PAINTED PLYWOOD w/ NICHHA VINTAGEWOOD COLOR SPRUCE.
W-1	EIFS: STO EIFS. COLOR: LIGHT TAN.
W-2	STONE TYPE 1: LE ROY SCHROEDER. COLOR: DARK TAN.



NEW STORE FOR:  
**ANDY'S FROZEN CUSTARD**  
CHANDLER, ARIZONA



ARCHITECT OF RECORD:  
JOHN TORGERSON  
ARCHITECTURAL LICENSE #: 70085

PROJECT NUMBER:  
21290 AFCCCH  
REVISION:

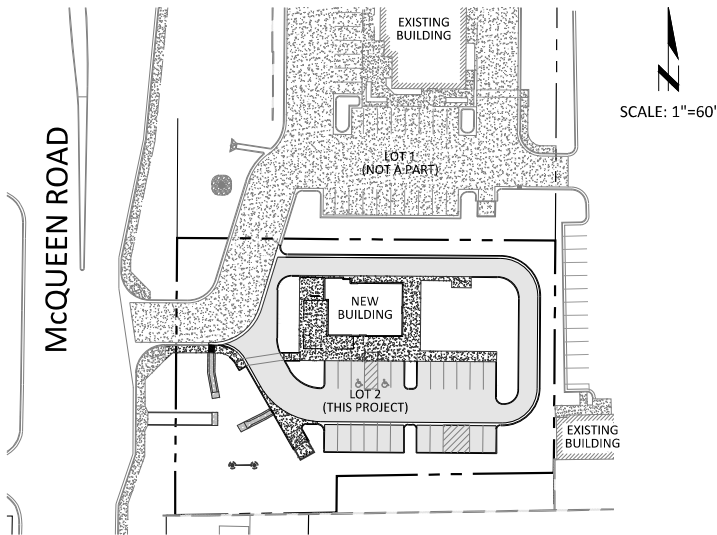
**A2.1**  
EXTERIOR  
ELEVATIONS

DATE: MAY 23, 2022

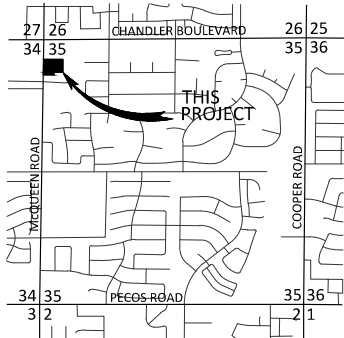
## **Civil Plans**

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

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



PROJECT OVERVIEW



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

LOCATION MAP



## PROJECT INFORMATION

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

ADDRESS:  
175 NORTH McQUEEN ROAD  
CHANDLER, ARIZONA 85225

APN: 303-03-113

SITE AREA: 44,305 SF (1.017 AC)

## SURVEY NOTES

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

## BENCHMARK

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

## LEGAL DESCRIPTION

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

## FLOODPLAIN INFORMATION

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

## DRAINAGE STATEMENT

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

## PROJECT RETENTION

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

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

## DRYWELL CALCULATIONS

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

DRYWELL DISSIPATION RATE = 0.1 CFS

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

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

## LEGEND

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

## OWNER/DEVELOPER

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

## CIVIL ENGINEER

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

## ARCHITECT

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

## UTILITIES

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

## SHEET INDEX

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

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

175 NORTH McQUEEN ROAD CHANDLER, ARIZONA

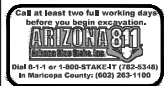
cover



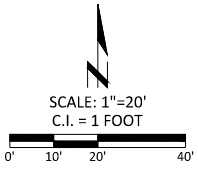
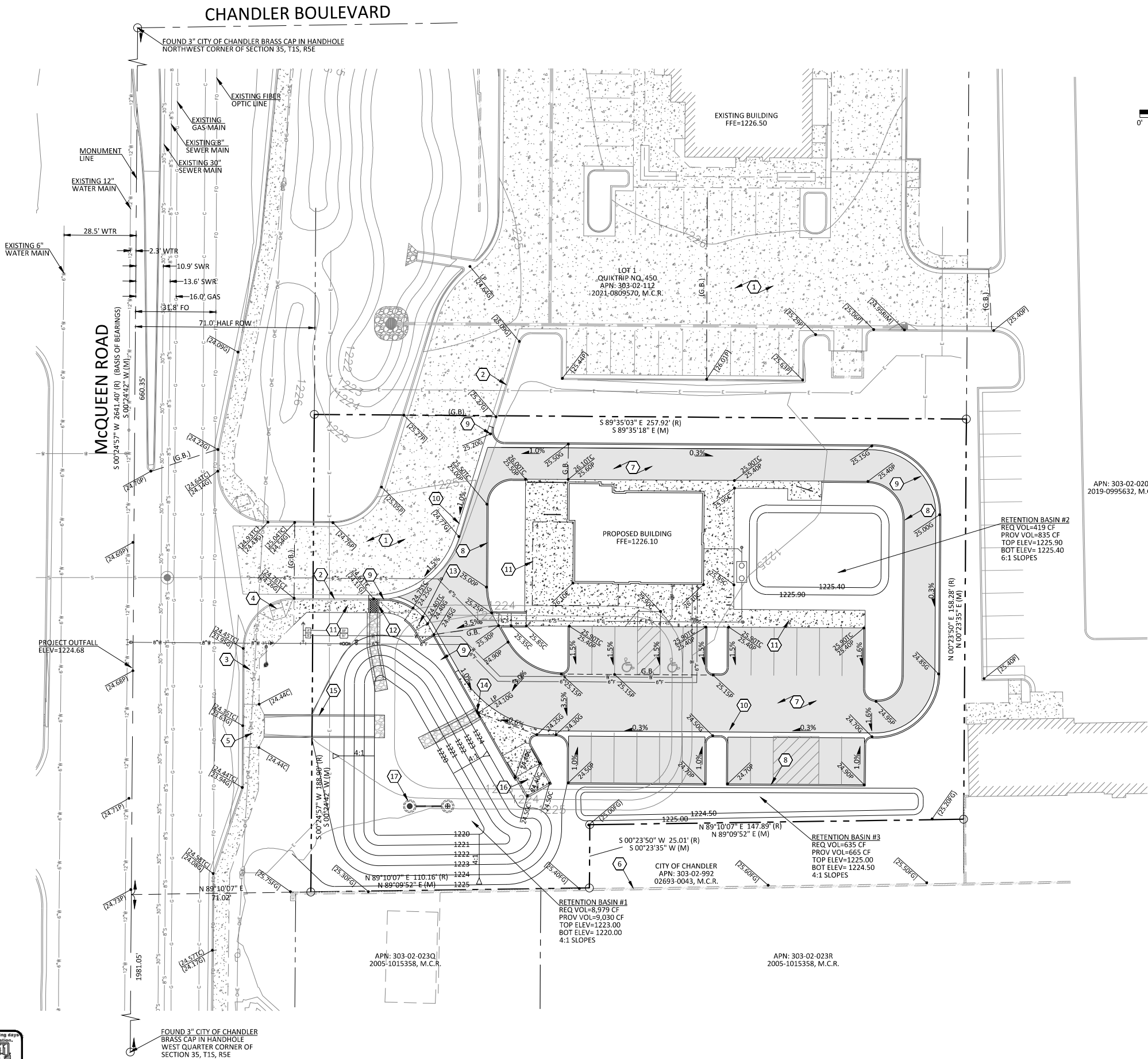
DRAWN:	PT
DESIGNED:	DS
CHECKED:	JH
DATE:	05-23-2022
JOB NO:	21.171
SHEET NUMBER	







THESE PLANS ARE PRELIMINARY AND ARE NOT FOR CONSTRUCTION OR RECORDING



KEYNOTES

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

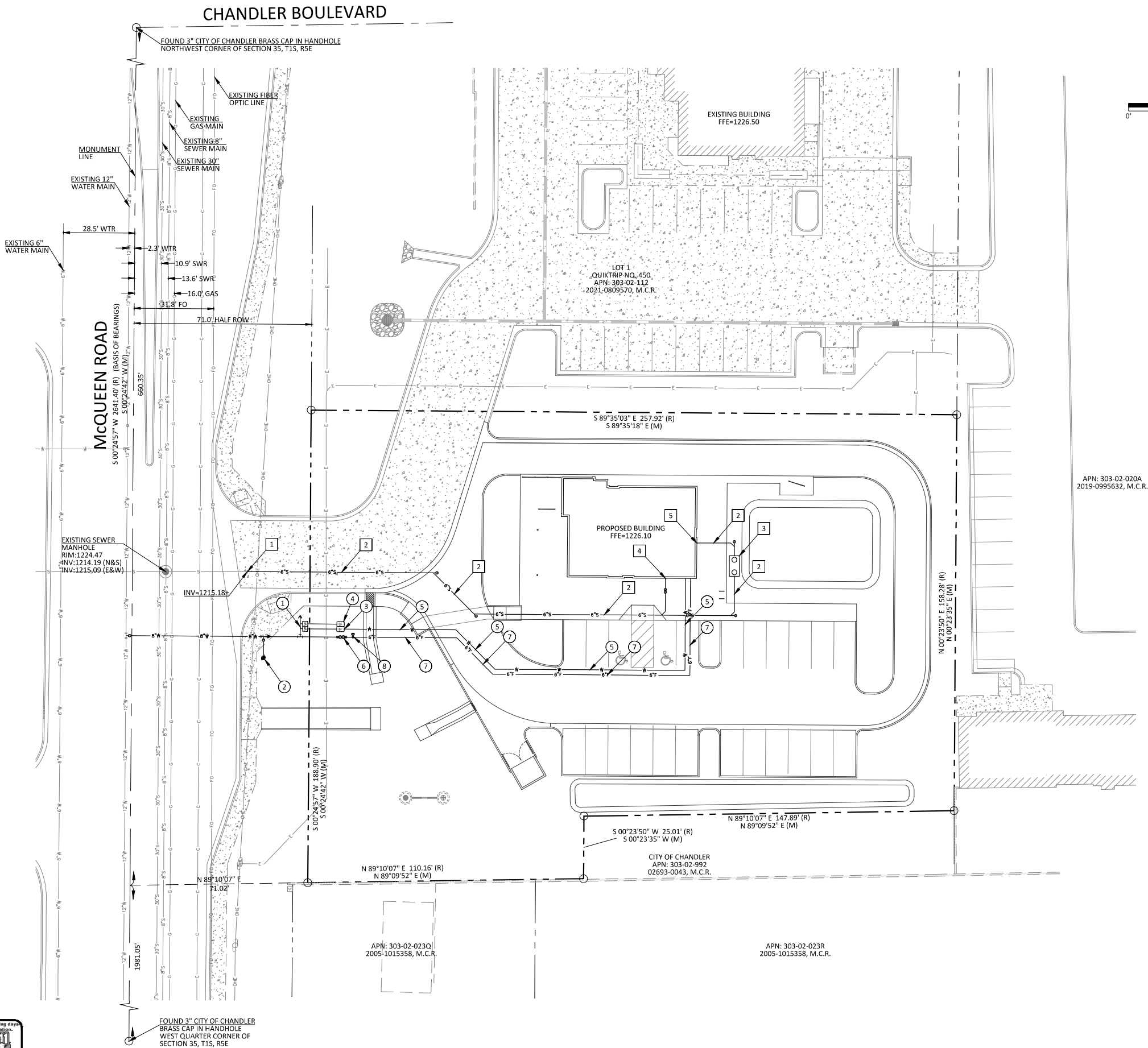
PRELIMINARY IMPROVEMENT PLAN for  
ANDY'S FROZEN CUSTARD - CHANDLER & McQUEEN  
175 NORTH McQUEEN ROAD CHANDLER, ARIZONA  
grading and drainage plan



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



THESE PLANS ARE PRELIMINARY AND ARE NOT FOR CONSTRUCTION OR RECORDING



#### WATER KEYNOTES

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

#### PRIVATE SEWER KEYNOTES

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



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



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

## **Comprehensive Sign Package**




# SPRINGFIELD **SIGN**

design | build | install | service

## ANDY'S FROZEN CUSTARD

CHANDLER, AZ

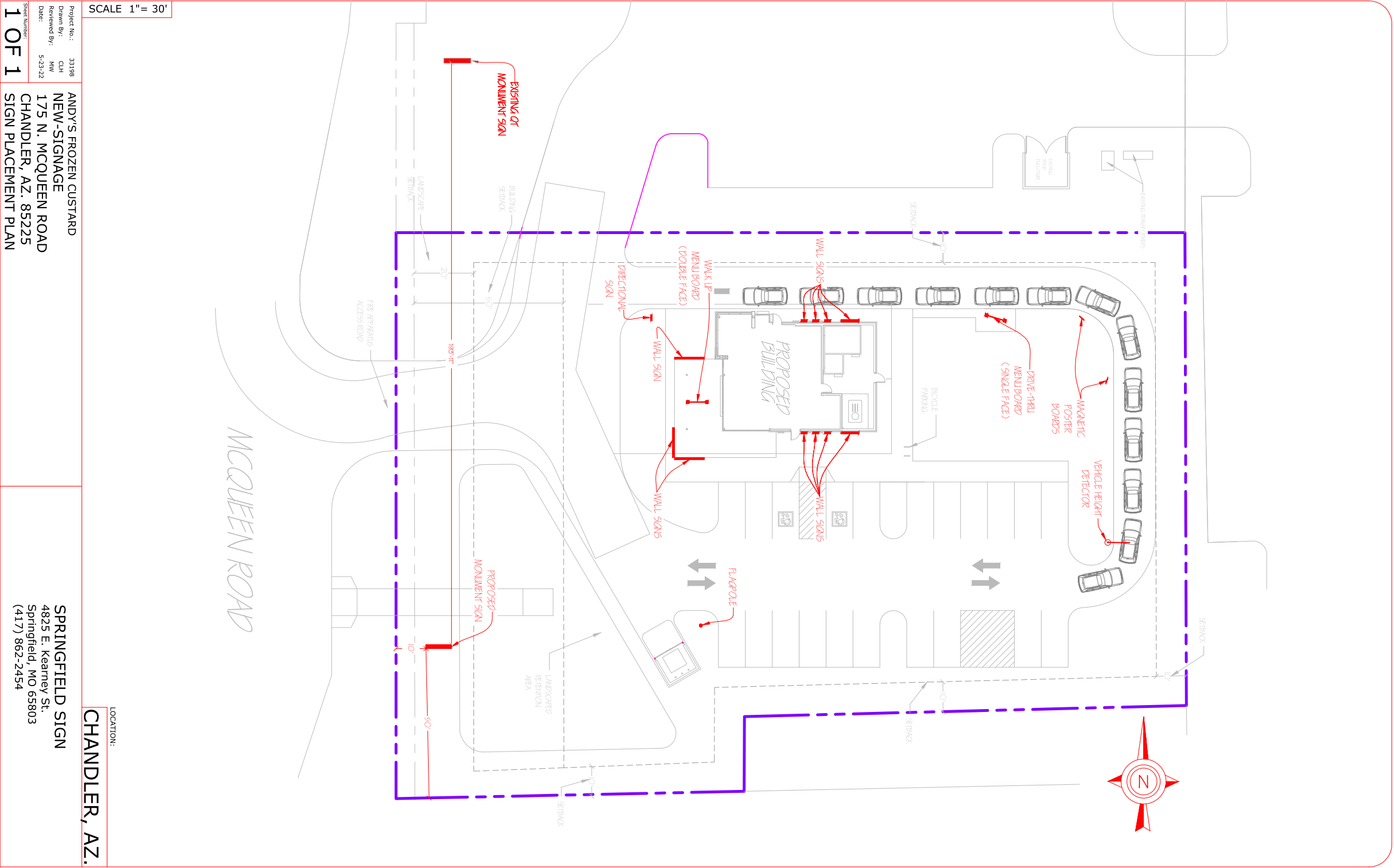
Presented by Trey Watts

 800.845.9927

 [springfieldsign.com](http://springfieldsign.com)

### DISCLAIMER

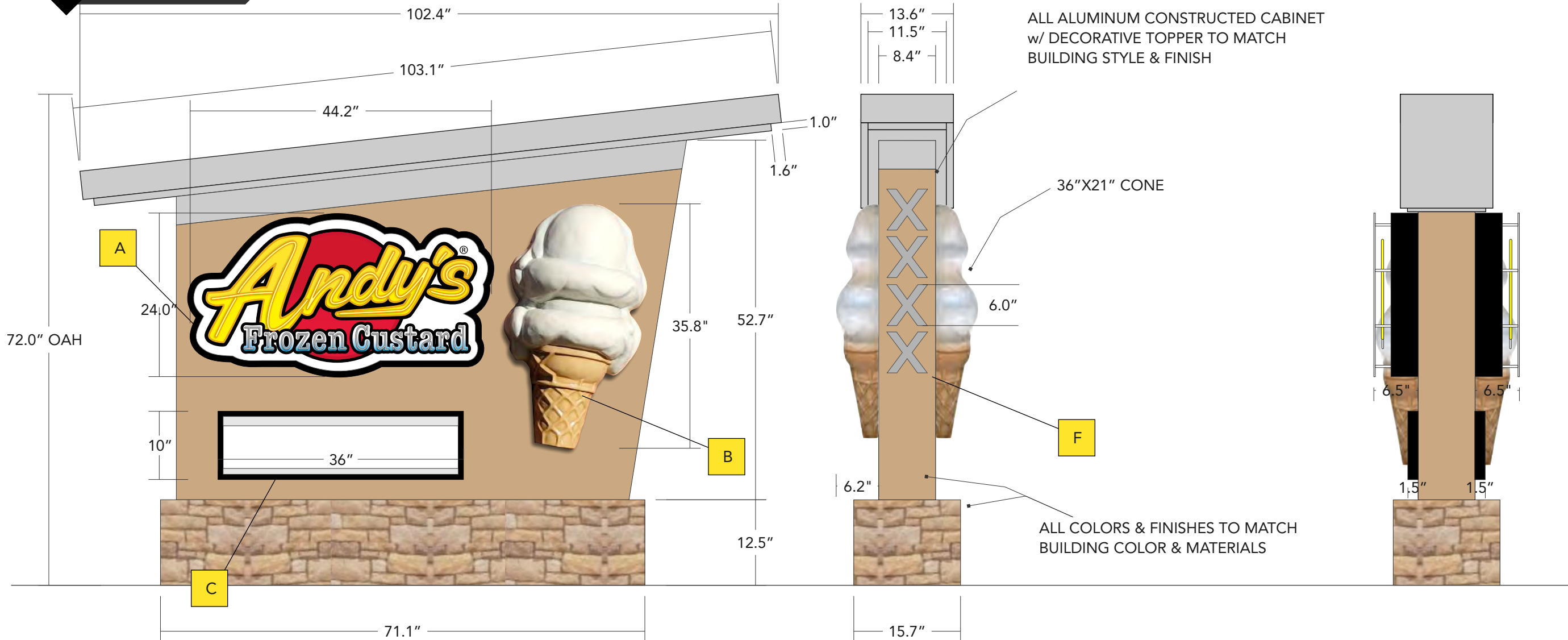
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2-SIDED MONUMENT w/ HALF CONE 35SF per side Total 70 SF

S7.1 ORTHOGRAPHIC VIEW - 3/4"=1'



S7.1 SIGN DETAILS

**A** REVERSE CHANNEL CONTOUR CABINET ALUMINUM FACE w/ CUT VINYL GRAPHICS NEON TUBING LIGHTING MOUNTED TO FACE OF SIGNS AS SHOWN  
 - CLEAR BRIGHT YELLOW 12mm NEON  
 - SNOW WHITE 10mm NEON  
 CLEAR POLYCARBONATE LENS TO COVER AND PROTECT GLASS  
 - MILLED FINISH STANDOFFS

**B** DIMENSIONAL FIBERGLASS 1/2 CONE (12"DEEP) MOUNTED TO MONUMENT FACE

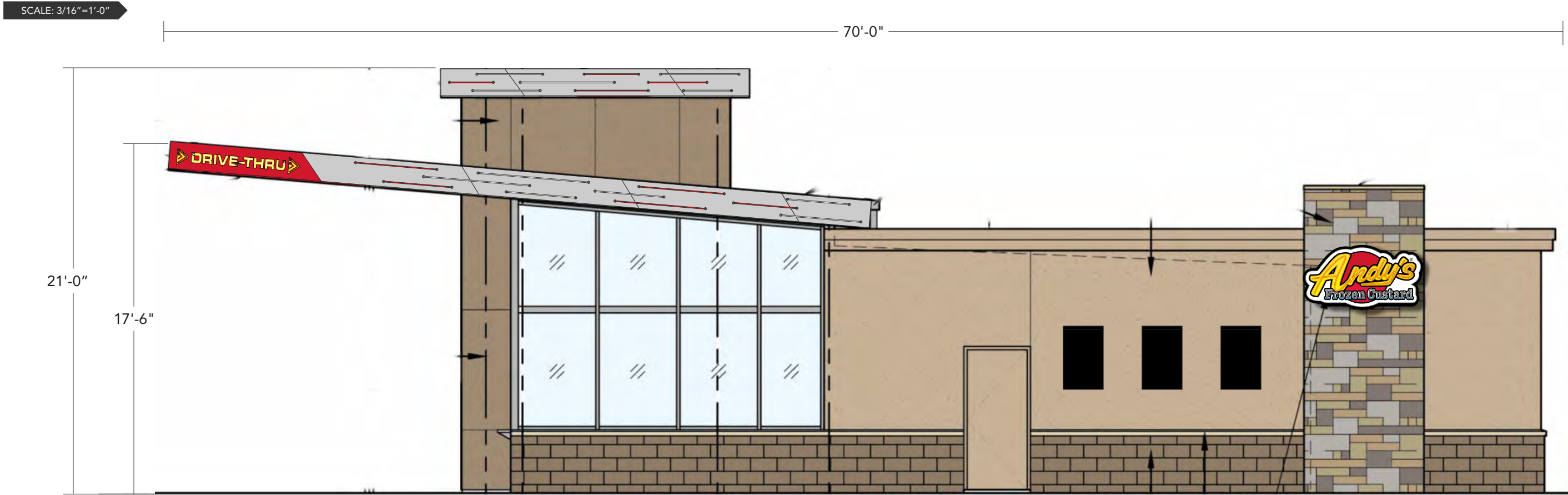
**C** FLUSH MOUNTED 1-SIDED LED ILLUMINATED CABINETS  
 - FLAT FACES w/ 1 LINE CHANGEABLE COPY  
 2 THUMB SCREW LATCHES PER RETAINER (4 TOTAL) - VANDAL COVER INCLUDED  
 - PAINTED BLACK

**D** QTY (2) - 100PC 8 ON 9 STD. COND. FONT LETTERS; QTY (1) - 50PC 8 ON 9 STD. COND. FONT PUNCTUATION SET

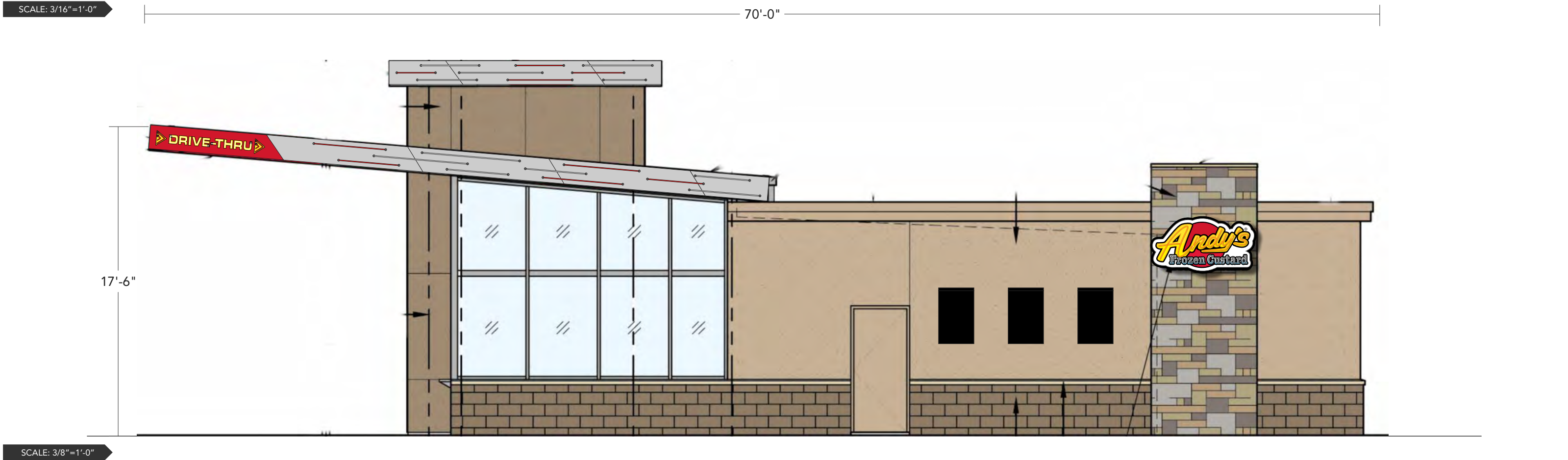
**E** CAST LIGHTING  
 - QTY (4) GROUND MOUNT FIXTURES

**F** PAINTED 1/4" ALUMINUM FCO ADDRESS NUMBERS - STUD MOUNTED FLUSH TO SIGN STRUCTURE - PAINTED SILVER

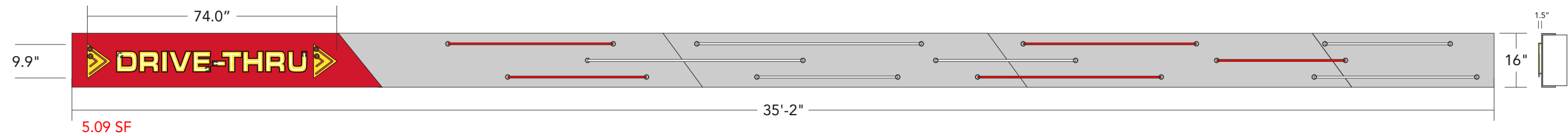




DOES NOT EXCEED 15% OF 21' BUILDING HEIGHT



SIZING AND PLACEMENT TBD BY ENGINEERING PRIOR TO PRODUCTION



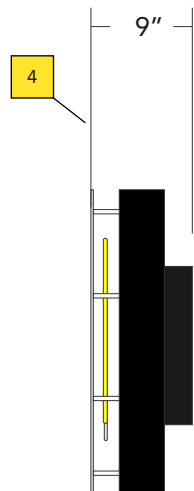
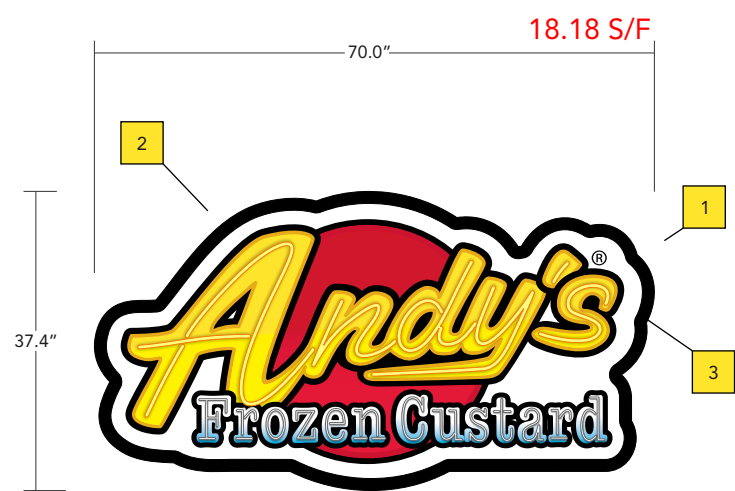


SCALE: 3/16"=1'-0"

70'-0"



SCALE: NTS



- 1

REVERSE CHANNEL CONTOUR CABINET w/ RED HALO LIGHTING
- 2

ALUMINUM FACE w/ CUT VINYL GRAPHICS
- 3

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

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

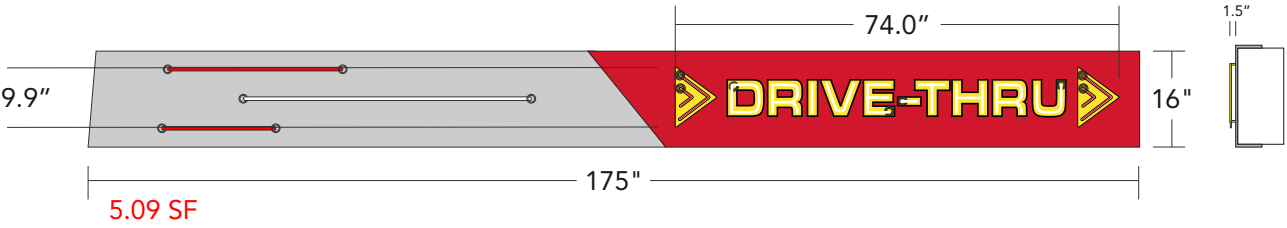
LED MODULES MOUNTED INTERNALLY TO CLEAR POLYCARBOINATE FACING INWARD TO CREATE HALO (RED LEDs)

DOES NOT EXCEED 15% OF 21' BUILDING HEIGHT



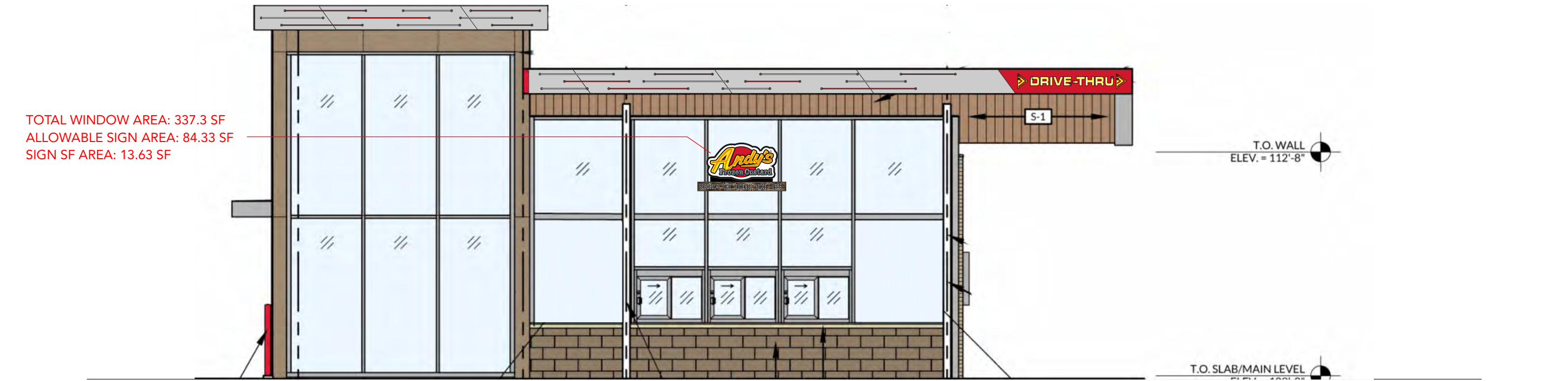
SCALE: 3/8"=1'-0"

SIZING AND PLACEMENT TBD BY ENGINEERING PRIOR TO PRODUCTION

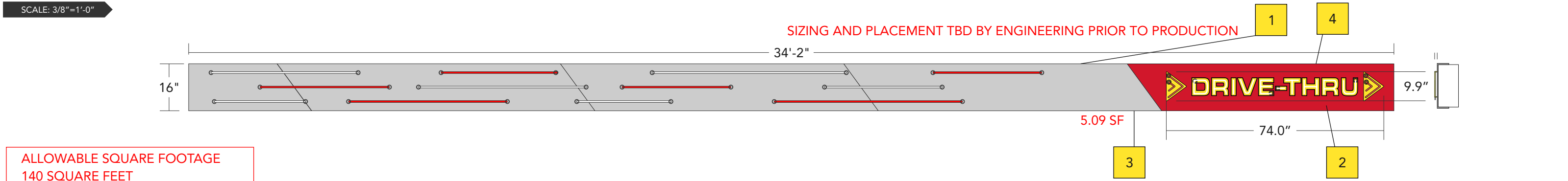




SCALE: 3/16"=1'-0"



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



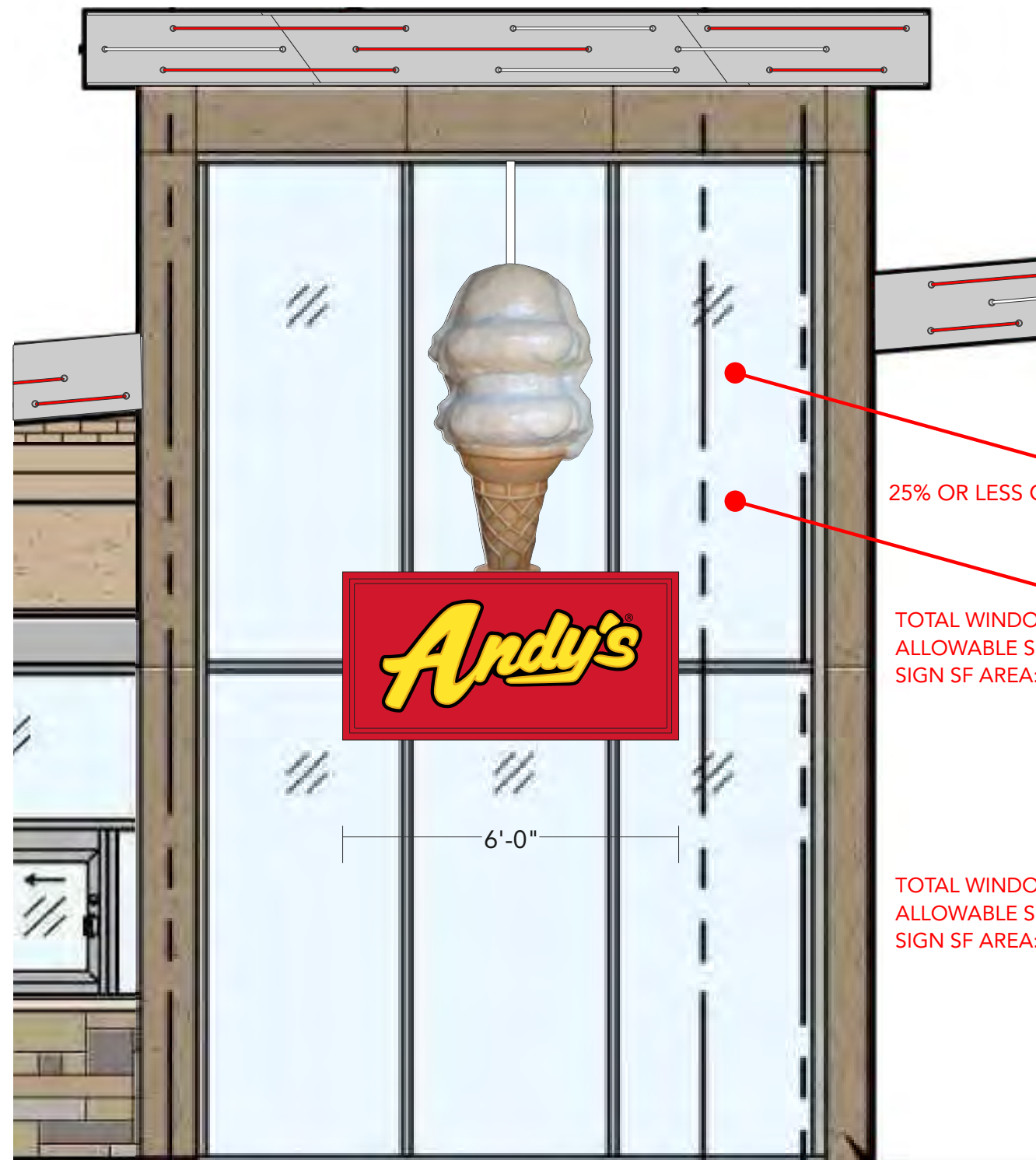
ALLOWABLE SQUARE FOOTAGE  
140 SQUARE FEET

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

TOTAL SQUARE FOOTAGE  
51.63 SF

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

(4) SIDED INTERIOR STATIC SIGN

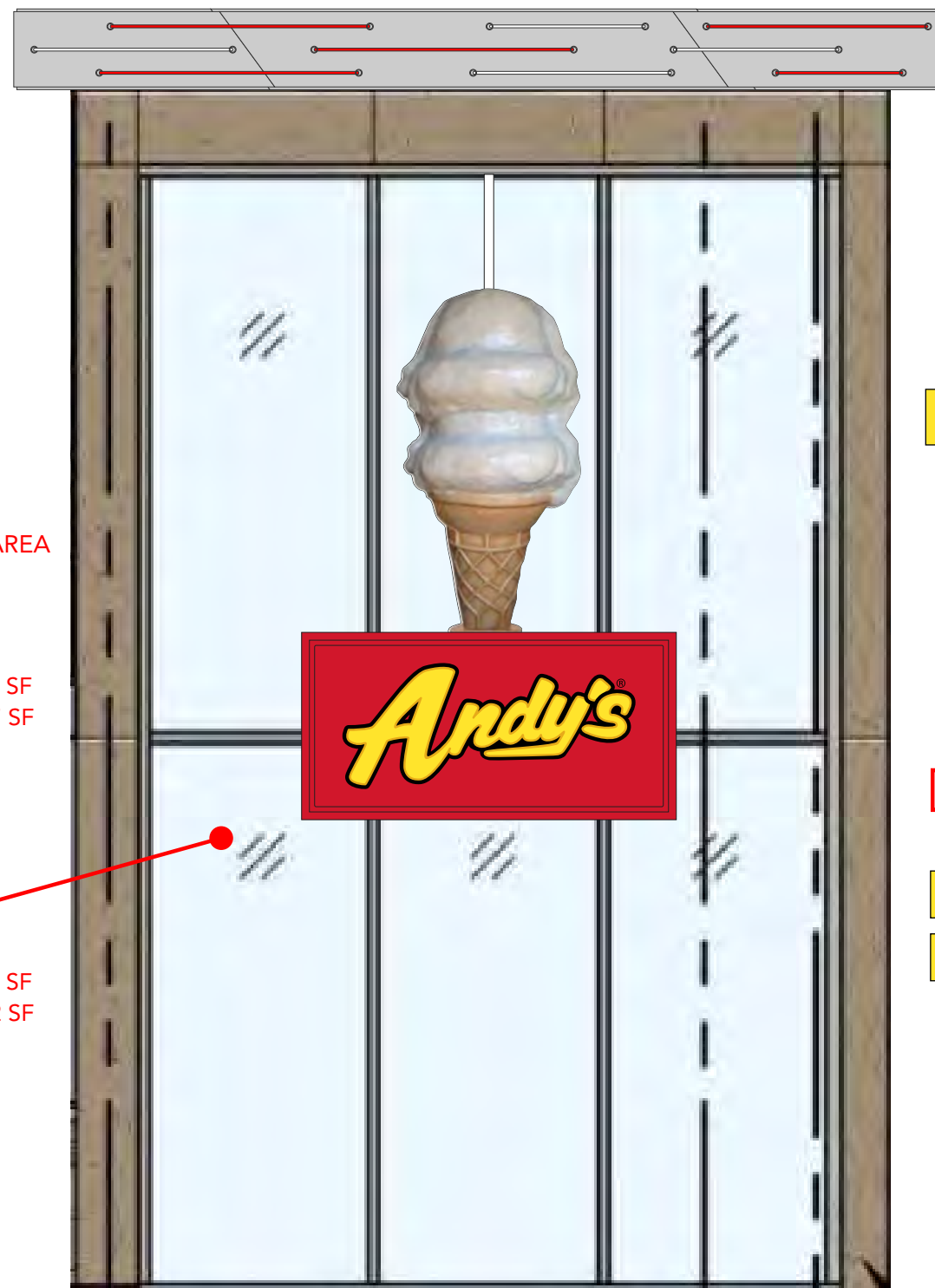


SIDE WINDOW VIEW

25% OR LESS OF WINDOW AREA

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

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



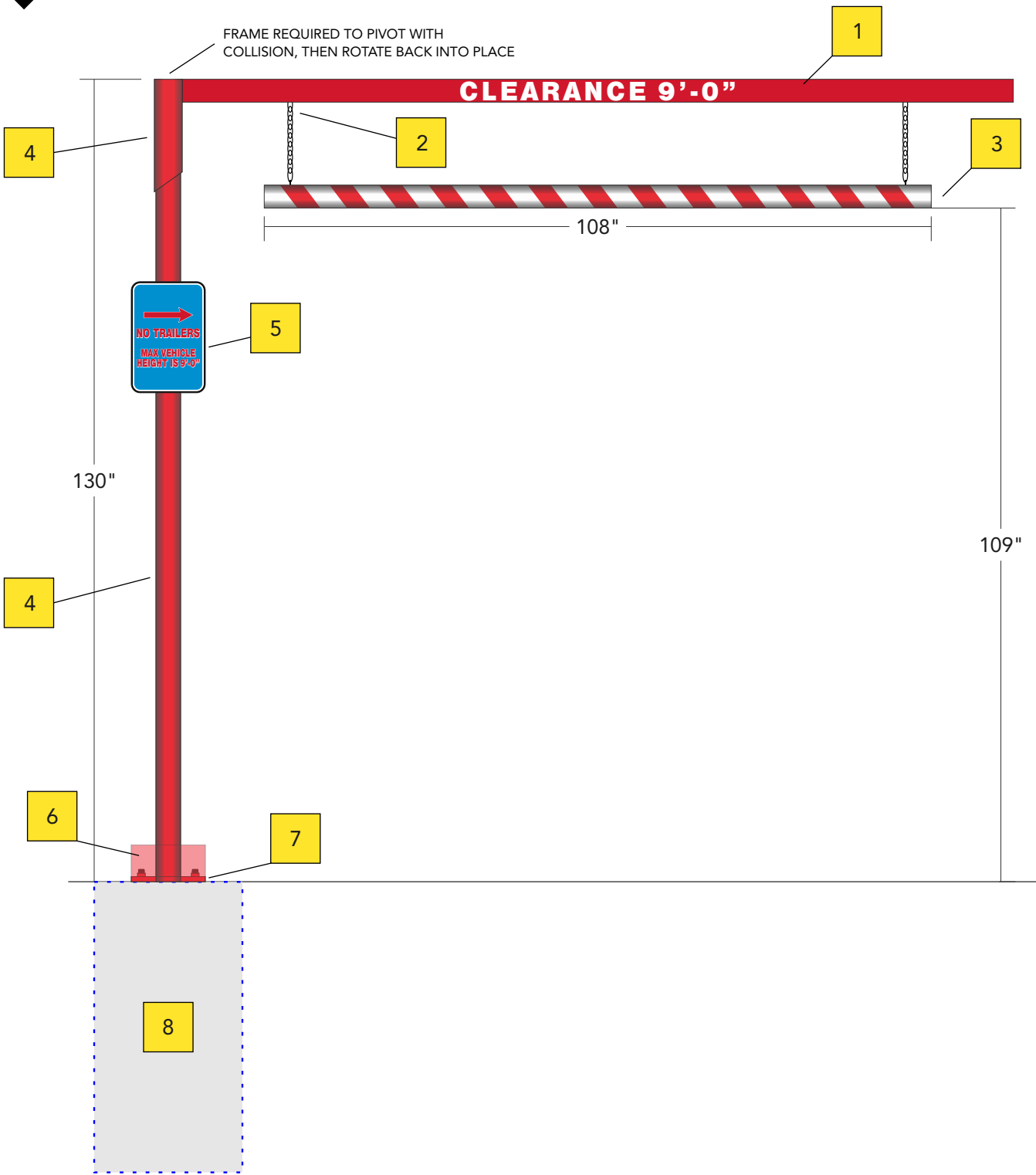
FRONT WINDOW VIEW



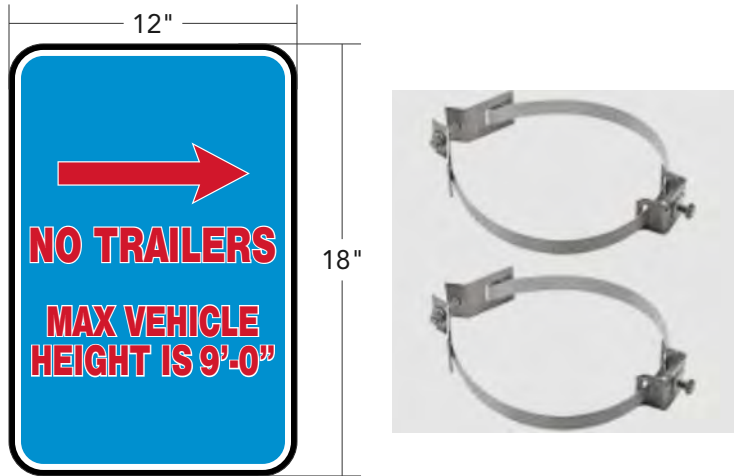
(4) SIDED INTERIOR STATIC SIGN

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

S13.1 ORTHOGRAPHIC VIEW - NTS



S13.2 POST SIGN DETAIL - NTS



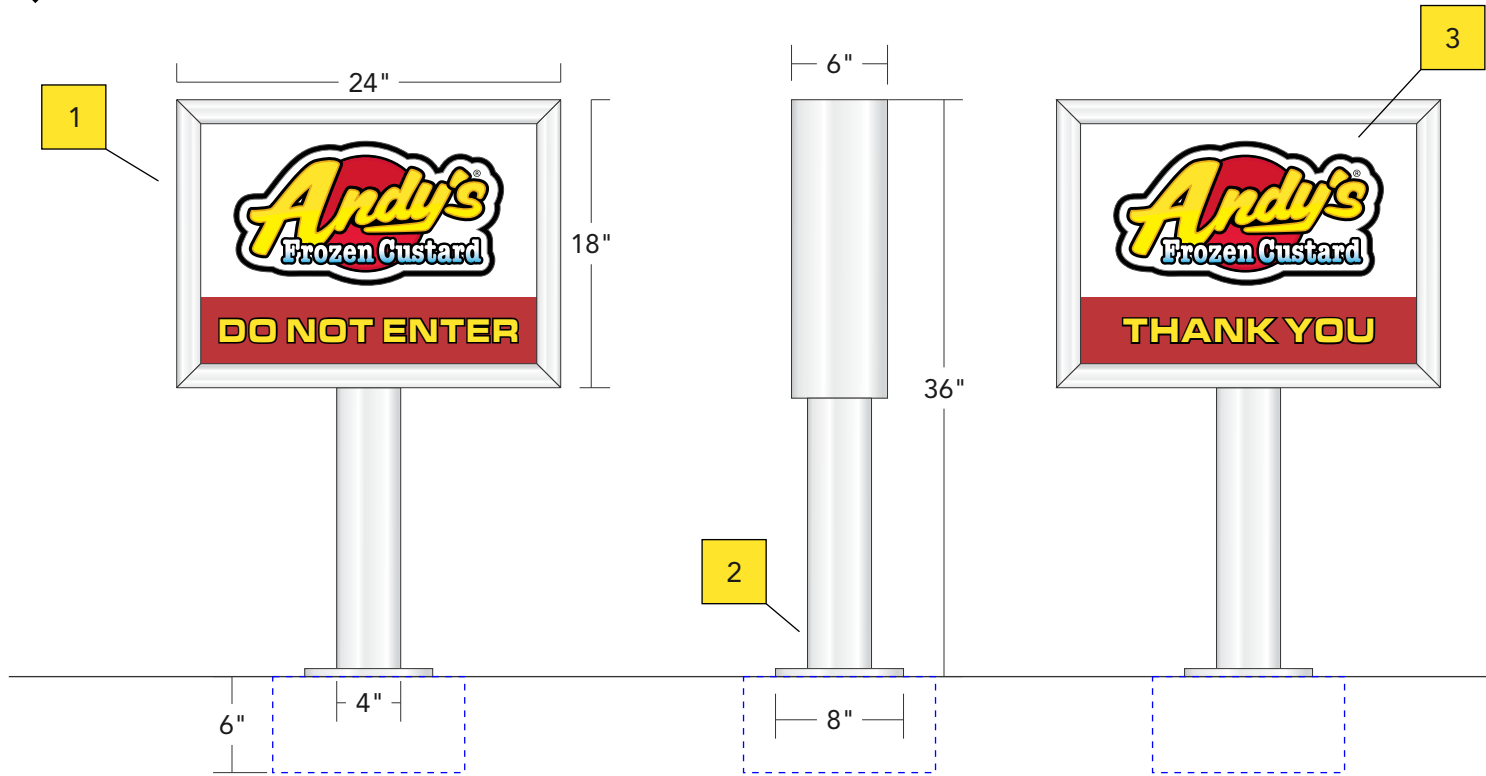
S13.3 VISUAL EXAMPLE - NTS



- 1 PAINTED SQUARE TUBE w/ WHITE REFLECTIVE VINYL APPLIED TO BOTH SIDES  
PMS - 186 RED
- 2 HANGING METAL CHAIN  
PAINTED BLACK
- 3 PAINTED PVC PIPE w/ WHITE REFLECTIVE VINYL APPLIED AS SHOWN - PMS 186 RED
- 4 PAINTED STEEL PIPE  
PMS - 186 RED
- 5 DIGITALLY PRINTED POST SIGN FASTENED w/ ADJUSTABLE HOSE CLAMP BRACKETS
- 6 PAINTED BOLT HEAD COVER  
PAINTED - PMS 186 RED
- 7 BASE PLATE FASTENED TO FOOTING
- 8 ROUND PIER FOOTING

DOUBLE SIDED DIRECTIONAL SIGNAGE  
- VERBIAGE AND QUANTITIES TBD

S14.1 ORTHOGRAPHIC VIEW - NTS



S14.2 ILLUMIANTED VIEW - NTS



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

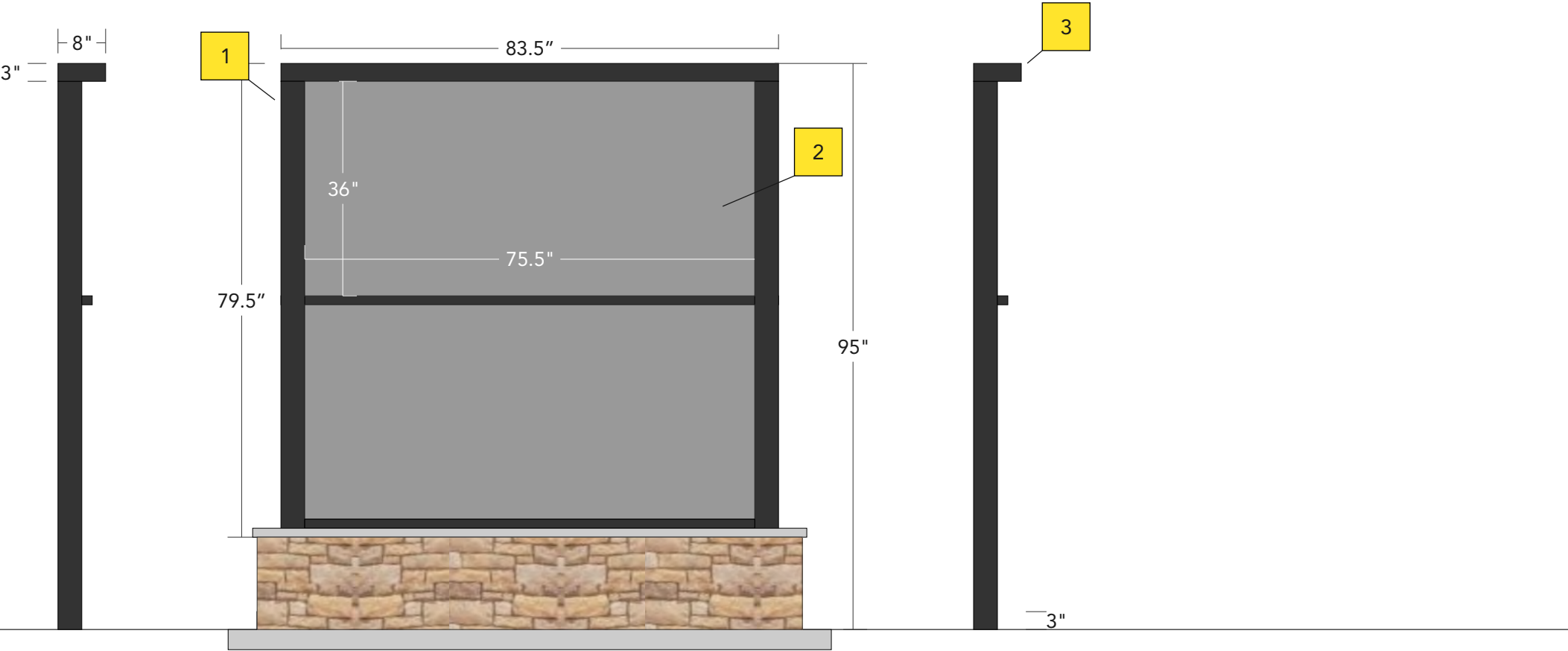
S14.3 ACRYLIC FACE DETAIL - NTS





SINGLE SIDED MENU BOARD

S10.1 ORTHOGRAPHIC VIEW - NTS



\*\* NO EXPOSED FASTENERS IN STEEL PANEL FACES

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

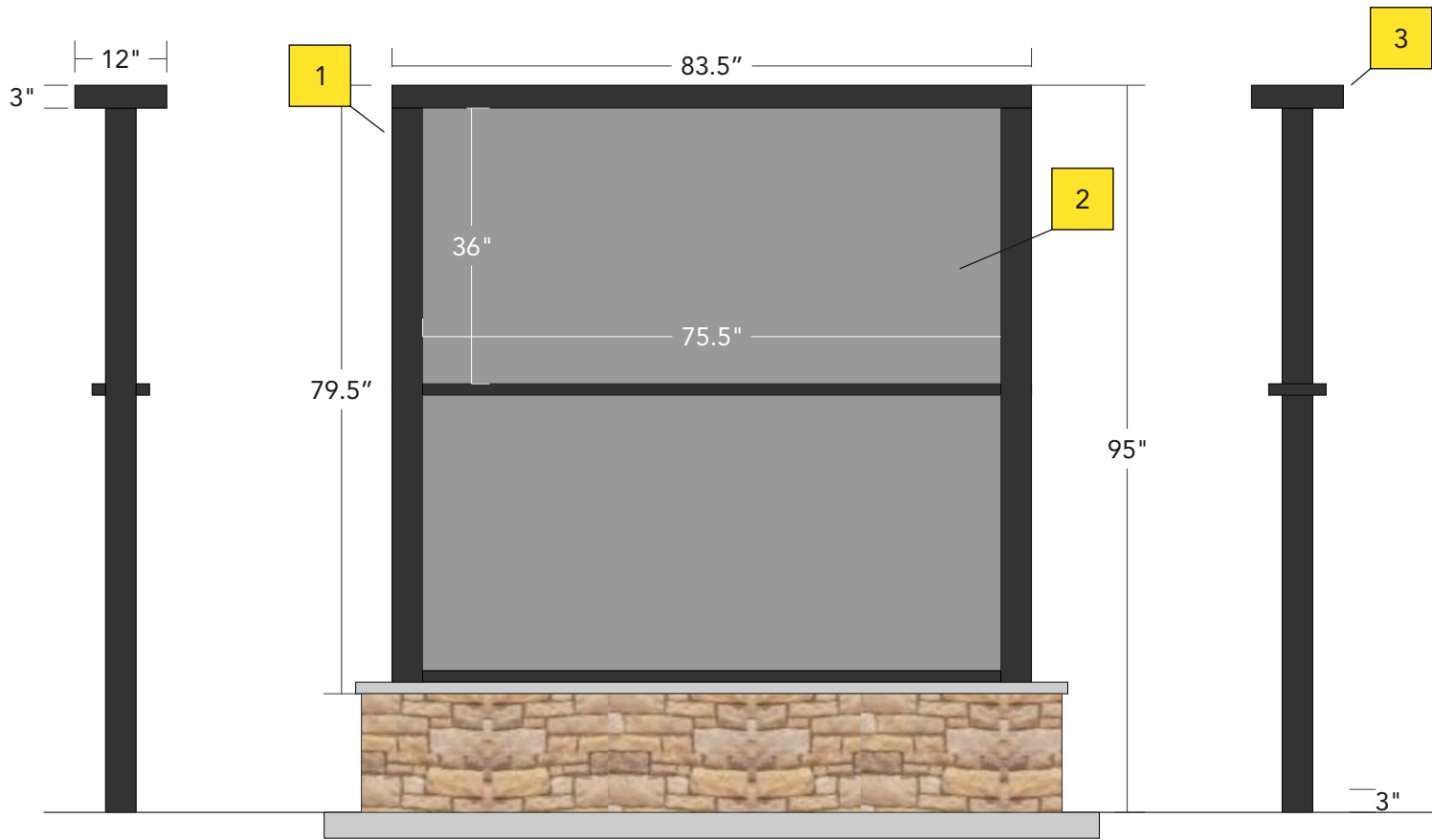
S10.2 LIGHTING DETAIL - NTS



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

DOUBLE SIDED MENU BOARD

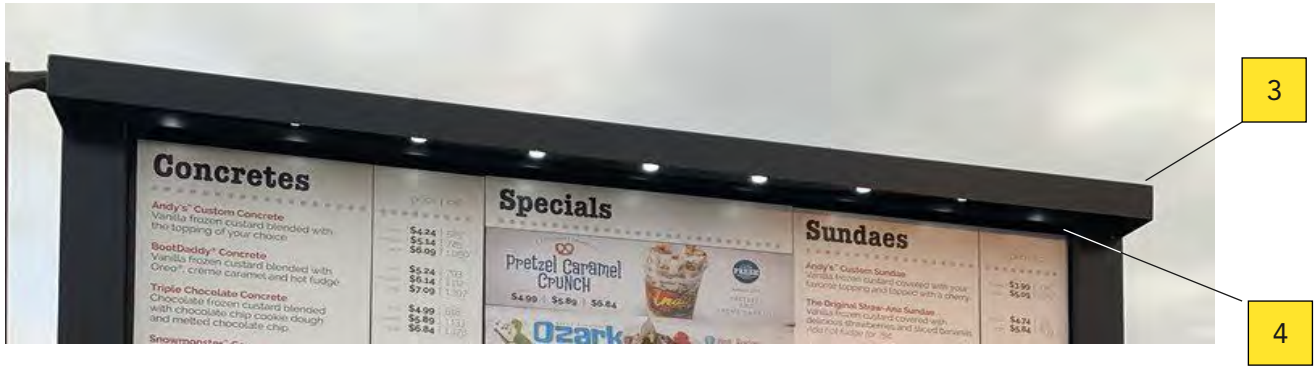
S9.1 ORTHOGRAPHIC VIEW - NTS



\*\* NO EXPOSED FASTENERS IN STEEL PANEL FACES

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

S9.2 LIGHTING DETAIL - NTS

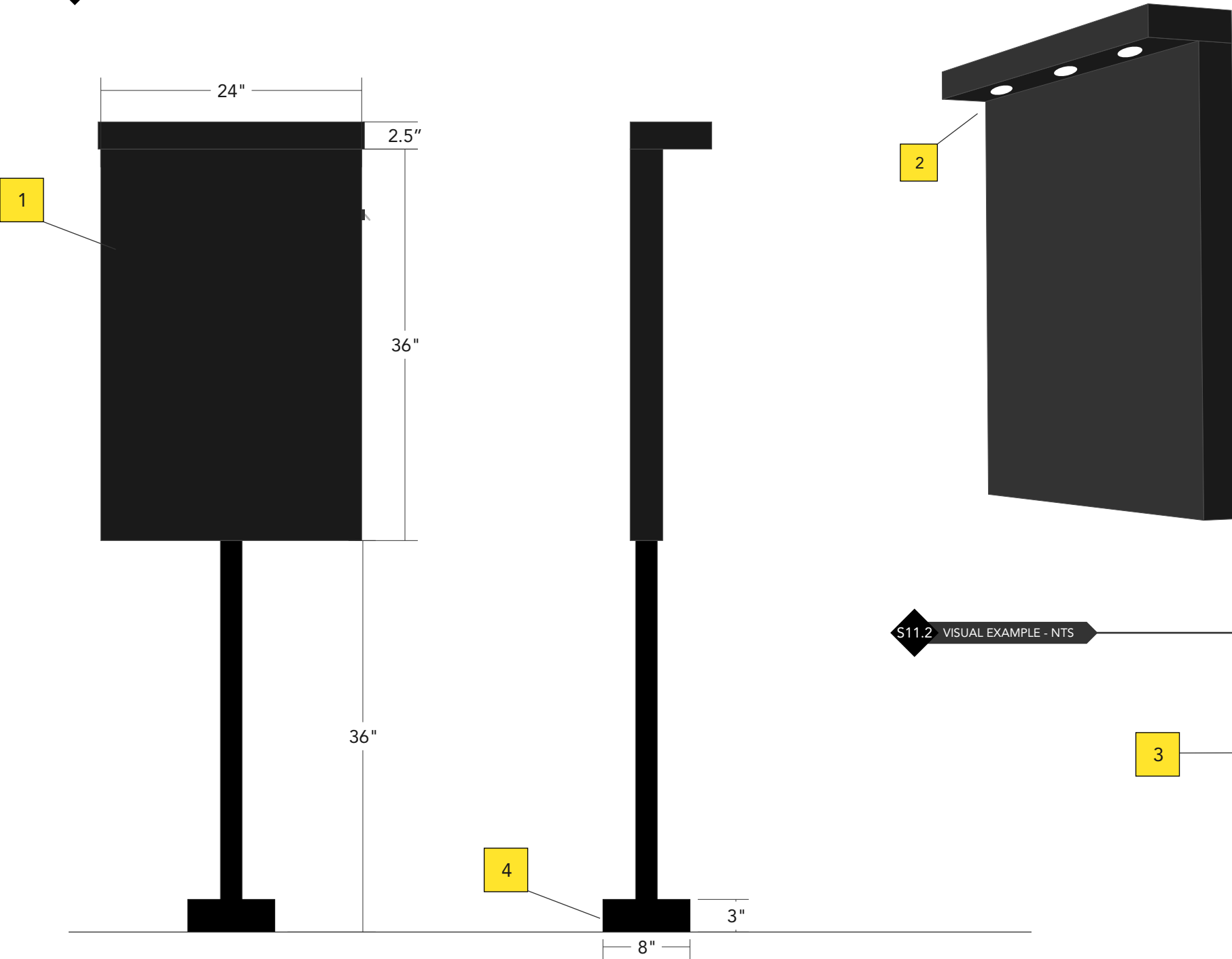


- 1 4" PAINTED ALUMINUM TUBE FRAME  
COLOR = BLACK (SAINT)
- 2 PAINTED STEEL PAN MAGNET BACKER  
COLOR = BLACK (SAINT)
- 3 FABRICATED ALUMINUM LIGHT SHIELD
- 4 LED DOWN LIGHTING



MAGNETIC POSTER BOARDS

S11.1 ORTHOGRAPHIC VIEW - NTS



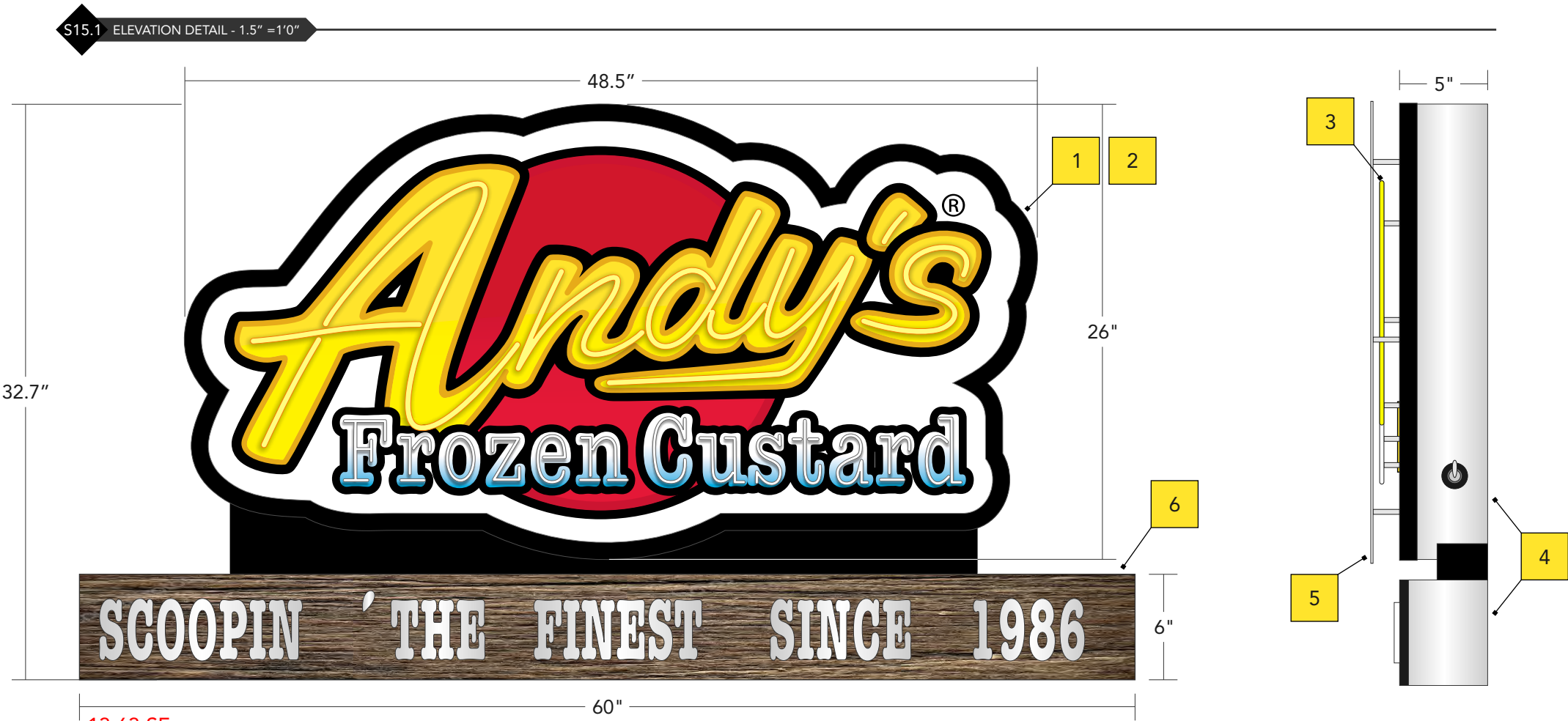
- 1 STEEL CABINET MAGNET BACKER  
PAINTED STAIN BLACK
- 2 DOWNCAST LED LIGHTING
- 3 REPLACEMENT MAGNETIC SEASONAL MENU
- 4 BOLT COVERS PAINTED TO MATCH STRUCTURE

S11.2 VISUAL EXAMPLE - NTS





INTERIOR SCOOPIN' SIGN

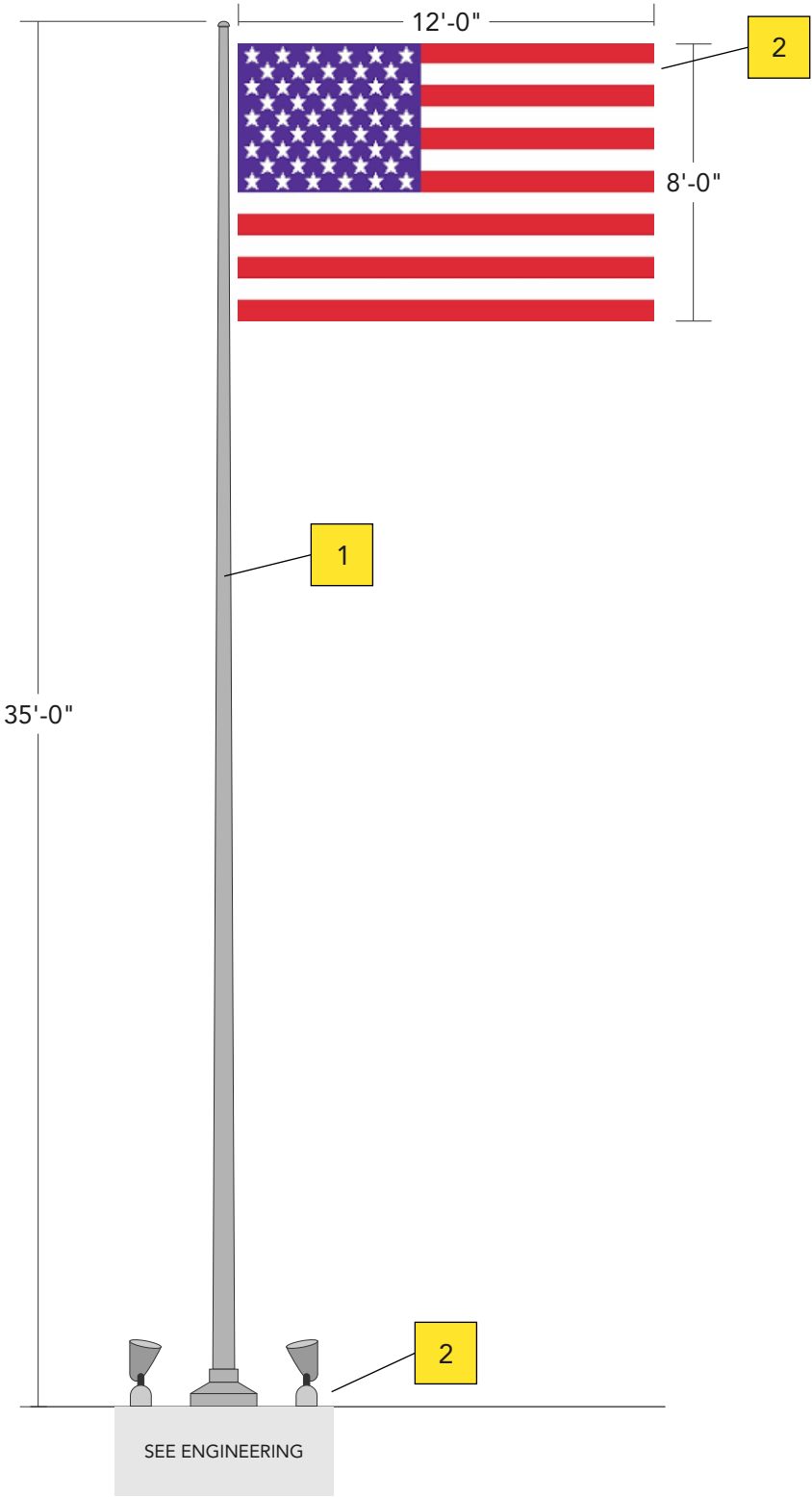


- 1 ALUMINUM FACE PAINTED BLACK
- 2 CUT VINYL APPLIED TO FACE
- 3 NEON TUBING
  - CLEAR BRIGHT YELLOW 12mm NEON
  - SNOW WHITE 10mm NEON
- 4 POLISHED ALUMINUM RETURNS
- 5 3/16" POLYCARBONATE FACE w/ MILLED FINISH STANDOFFS
- 6 LED ILLUMINATED ALUMINUM CABINET w/ CUSTOM WOOD FINISH REVERSE CUT FACE
  - PUSH THROUGH ACRYLIC w/ APPLIED VINYL

S15.2 ILLUMINATED VIEW - NTS



NS4.1 ELEVATION VIEW DETAIL - NTS



NS4.2 VISUAL EXAMPLE - NTS

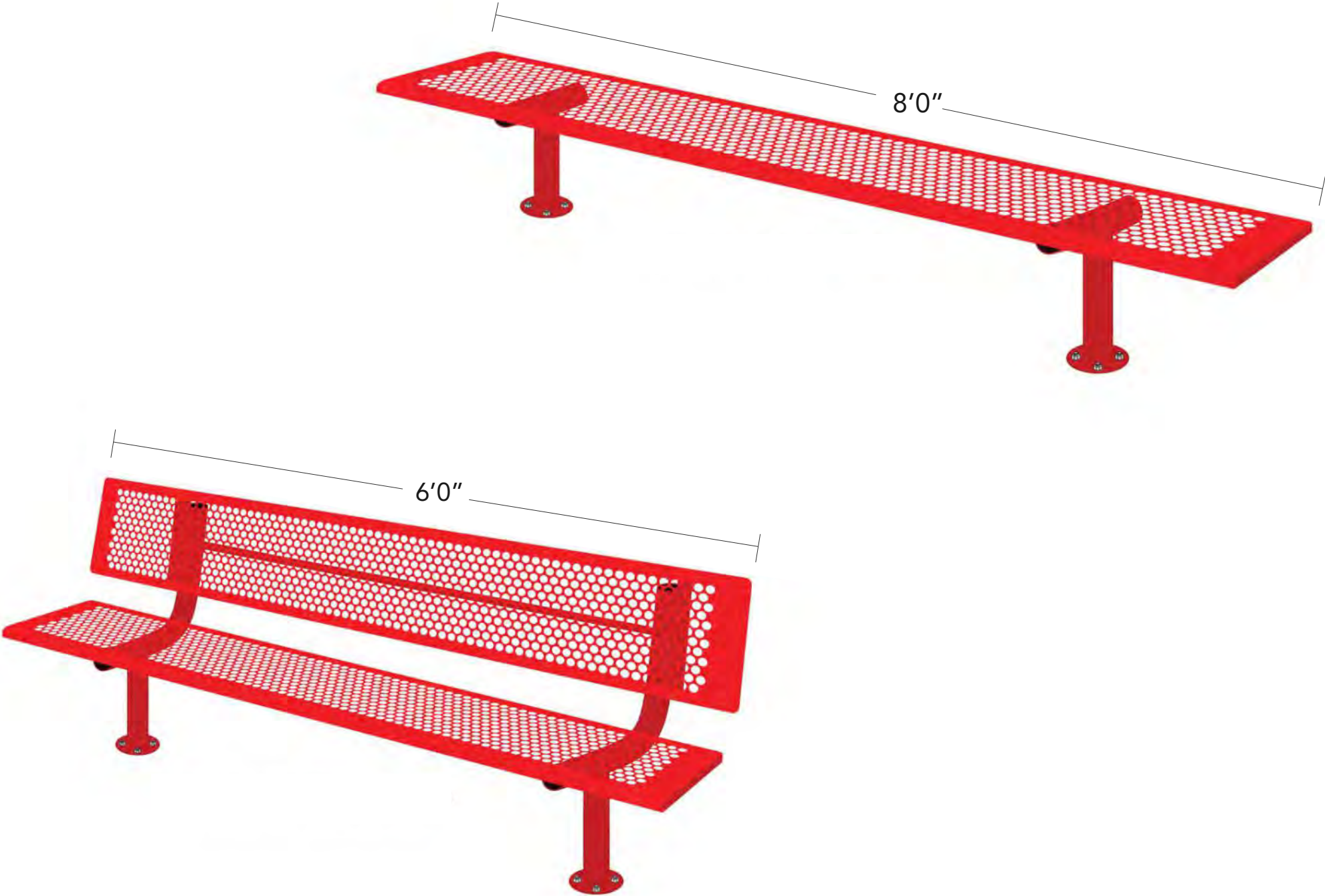


- 1 35' FLAG POLE STANDARD ALUMINUM FINISH w/ INTERNAL HALYARD
- 2 12'x 8' AMERICAN FLAG, HIGH QUALITY, DOUBLE WEAVE DESIGN, 2-SIDED
- 3 LIGHTING & FOUNDATION TBD PER SITE SPECIFIC CONDITIONS & ENGINEERING



SURFACE MOUNTED BENCH

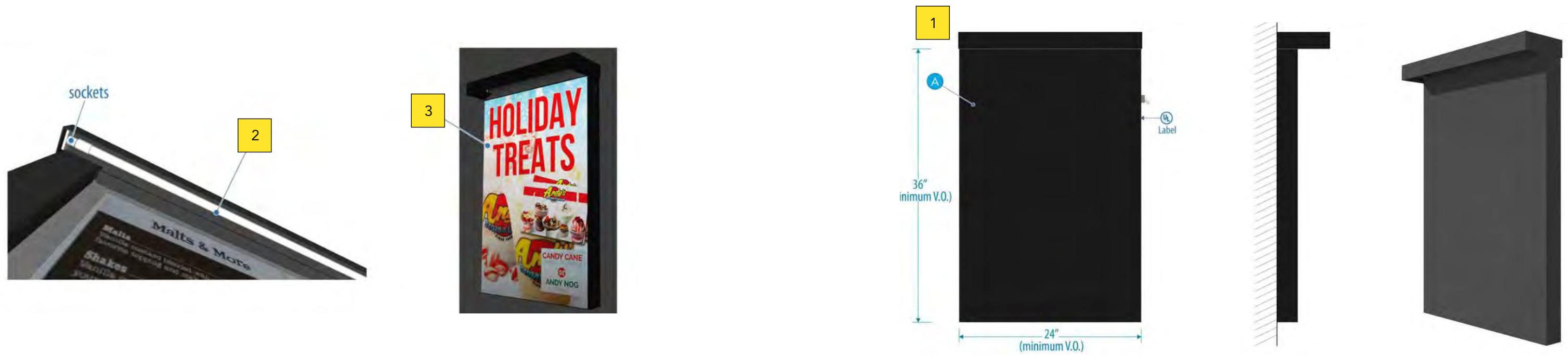
NS6.1 ELEVATION VIEW DETAIL - NTS



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

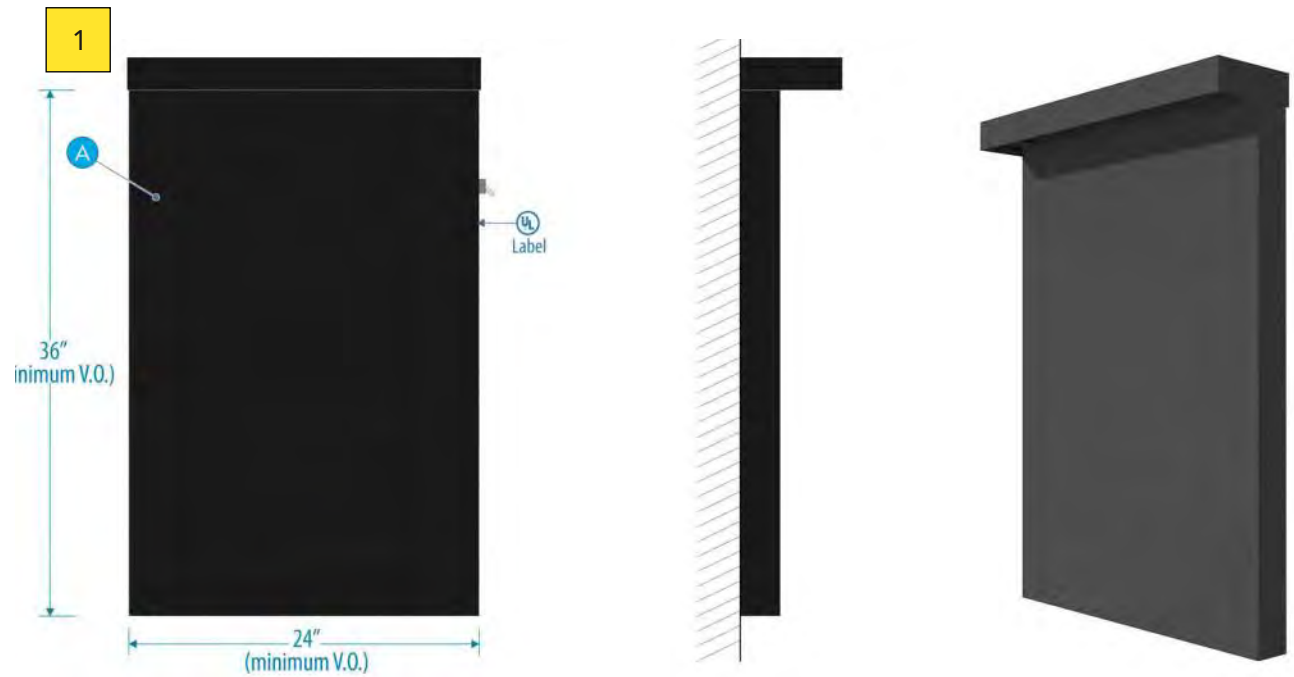
MANUFACTURER:  
SUPERIORRECREATIONALPRODUCTS.COM

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





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





**SIGN PURCHASE AGREEMENT**  
☎ 800.845.9927    🌐 springfieldsign.com

DESCRIPTION

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

CONTACT

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

JOB DETAILS:

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

FINE PRINT

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

<input type="checkbox"/>	Buyer's Guarantee to Build _____ (initials)
<input type="checkbox"/>	Rejection of Buyer's Guarantee to Build _____ (initials)

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

By: \_\_\_\_\_

PRINTED NAME:	TITLE:	DATE:

**SELLER:**  
ACCEPTED:

By: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**16. WAIVER OF CONSUMER RIGHTS**

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

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

AGREEMENT



**ORDINANCE NO. 3691**

**OFFICIAL FILE COPY**  
CITY OF CHANDLER  
CITY CLERK

AN ORDINANCE OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY REZONING A PARCEL FROM AGRICULTURAL DISTRICT (AG-1), COMMUNITY COMMERCIAL DISTRICT (C-2) AND HIGH-DENSITY RESIDENTIAL DISTRICT (MF-3) TO PLANNED AREA DEVELOPMENT (PAD) (DVR04-0049 QUIKTRIP – CHANDLER BLVD. & MCQUEEN ROAD) LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF CHANDLER, ARIZONA.

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

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

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

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

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

**SECTION I. Legal Description of Property:**

See Attachment 'A'

Said parcel is hereby rezoned from Agricultural District (AG-1), Community Commercial District (C-2) and High-Density Residential District (MF-3) to Planned Area Development (PAD), subject to the following conditions:

1. Development shall be in substantial conformance with Exhibit A, Development Booklet, entitled "QUIKTRIP-CHANDLER BLVD. & MCQUEEN ROAD" kept on file in the City of Chandler Current Planning Division, in file number DVR04-0049, except as modified by condition herein.
2. Right-of-way dedications to achieve full half widths for Chandler Boulevard and McQueen Road, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.
3. Future median openings shall be located and designed in compliance with City adopted design standards (Technical Design Manual # 4).
4. The landscaping in all open spaces and rights-of-way shall be maintained by the adjacent property owner or property owners association.



5. Approval by the Director of Planning and Development of plans for landscaping (open spaces and rights-of-way) and perimeter walls.
6. Sign packages, including free-standing signs as well as wall-mounted signs, shall be designed in coordination with landscape plans, planting materials, storm water retention requirements, and utility pedestals, so as not to create problems with sign visibility or prompt the removal of required landscape materials.
7. Construction shall commence above foundation walls within three (3) years of the effective date of the ordinance granting this rezoning or the City shall schedule a public hearing to take administrative action to extend, remove or determine compliance with the schedule for development or take legislative action to cause the property to revert to its former zoning classification.
8. Completion of the construction, where applicable, of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting to achieve conformance with City codes, standard details, and design manuals.
9. Building mounted signage facing adjacent residential homes shall be non-illuminated.
10. The monument sign's sign panels shall have an integrated or decorative cover panel until a tenant name is added to the sign.
11. Late hour business occupancies as defined by policy (Resolution No. 3801) shall be prohibited, with the exception of the Quiktrip convenience store and re-fueling facility.
12. Perimeter landscaping shall be installed in Stage I, as outlined in the development booklet, with the balance of the property south of the refueling facility improved with decomposed granite.
13. Along the south property line, drive-through uses are not permitted unless specifically approved through a separate future Preliminary Development Plan.
14. The applicant shall work with Staff to incorporate steel trellis features on the North, South and West facades of the convenience store.

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

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

INTRODUCED AND TENTATIVELY APPROVED by the City Council this 26<sup>th</sup> day of May 2005.

ATTEST:

*Marla Padgett*  
CITY CLERK

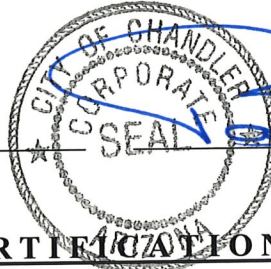


*[Signature]*  
MAYOR

PASSED AND ADOPTED by the City Council this 9<sup>th</sup> day of June 2005.

ATTEST:

*Marla Padgett*  
CITY CLERK



*[Signature]*  
MAYOR

CERTIFICATION

I, HEREBY CERTIFY, that the above and foregoing Ordinance No. 3691 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 9<sup>th</sup> day of June 2005, and that a quorum was present thereat.

*Marla Padgett*  
CITY CLERK

APPROVED AS TO FORM:

*Dennis M. O'Neill*  
CITY ATTORNEY

Published in the Tribune on June 15 & 22, 2005

ORDINANCE NO. 3691  
ATTACHMENT 'A'

Legal Description  
QT#450 Rezoning Area

A portion of land situated in the Northwest Quarter of Section 35, Township 1 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a Brass Cap in Handhole at the Northwest corner of said Section 35, from which a Brass Cap in Handhole at the West Quarter Corner of said Section 35 bears South 00 degrees 24 minutes 57 seconds West, a distance of 2641.41 feet;

Thence South 00 degrees 24 minutes 57 seconds West, along the West line of said Northwest Quarter, a distance of 93.33 feet

Thence South 89 degrees 35 minutes 03 seconds East, a distance of 75.00 feet to the Easterly Right of Way of McQueen Road to the POINT OF BEGINNING;

Thence North 44 degrees 46 minutes 08 seconds East, a distance of 28.61 feet to the South Right of Way of Chandler Boulevard;

Thence along said South Right of Way on the following three (3) courses:

North 89 degrees 07 minutes 20 seconds East, a distance of 233.86 feet;

Thence North 00 degrees 23 minutes 50 seconds East, a distance of 10.00 feet;

Thence North 89 degrees 07 minutes 20 seconds East, a distance of 328.87 feet;

Thence South 00 degrees 22 minutes 42 seconds West, a distance of 595.86 feet to the South line of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of said Section 35;

Thence South 89 degrees 10 minutes 07 seconds West, along said South line a distance of 593.11 feet to the East Right of Way of McQueen Road;

Thence along said East Right of Way on the following three (3) courses:

North 00 degrees 24 minutes 57 seconds East, a distance of 258.91 feet;

Thence South 89 degrees 35 minutes 03 seconds East, a distance of 10.00 feet;

Any modification to or omission from this description completely  
absolves the surveyor from any liability for this description.

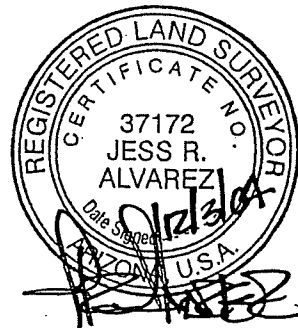
**Ordinance No. 3691**  
**Attachment "A"**

Thence North 00 degrees 24 minutes 57 seconds East, a distance of 306.70 feet to the POINT OF BEGINNING.

Net Area: 346,970 square feet or 7.965 acres, more or less

Gross Area: 434,525 square feet or 9.975 acres, more or less

See Exhibit "A" attached hereto and made a part hereof.



Any modification to or omission from this description completely  
absolves the surveyor from any liability for this description.

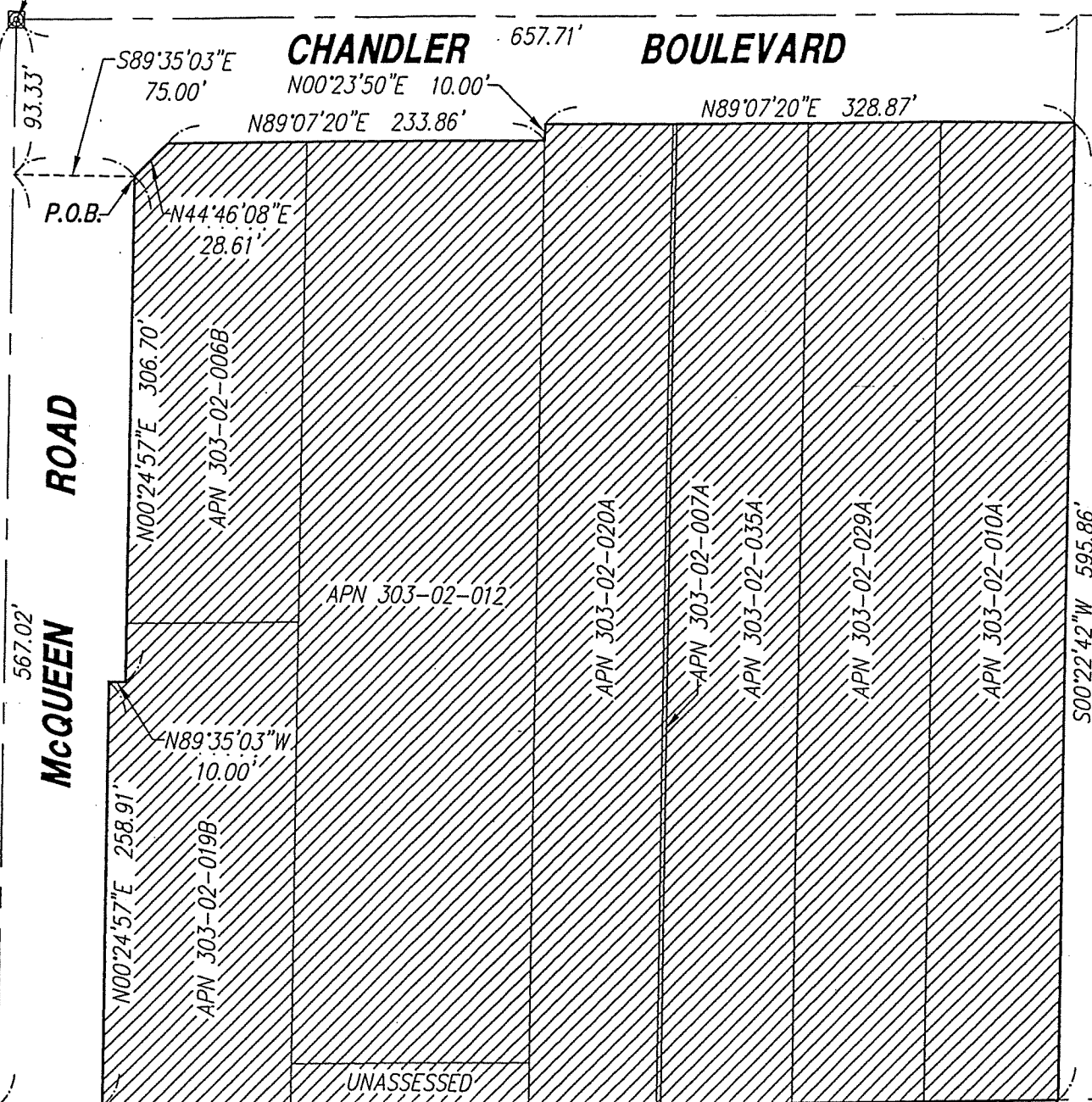


**EXHIBIT 'A'**

NORTHWEST CORNER OF SECTION 35,  
T.1S, R.5E, G.&S.R. B.&M.  
FOUND BRASS CAP IN HAND HOLE

N1/4 CORNER SECTION 35  
FOUND BRASS CAP IN HANDHOLE

N89°07'20"E 2630.83'



WEST 1/4 CORNER OF SECTION 35  
FOUND BRASS CAP IN HANDHOLE

SOUTH LINE OF THE  
NORTHWEST QUARTER OF THE  
NORTHWEST QUARTER OF THE  
NORTHWEST QUARTER OF SECTION 35



SCALE: 1"=100'

**LANDMARK**  
**ENGINEERING INC**

7310 North 16th Street  
Phoenix, Arizona 85020

Suite 285  
602.861.2005



**Planning & Zoning Commission  
22-026**

**Development Services Memo No. PZ**

**Date:** June 15, 2022  
**To:** Planning and Zoning Commission  
**Thru:** Kevin Mayo, Planning Administrator  
**From:** Julie San Miguel, Sr Administrative Assistant  
**Subject:** **Cancellation of the July 6, 2022, Planning and Zoning Commission Hearing**

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**Proposed Motion:**

Move Planning and Zoning Commission cancel July 6, 2022, Planning and Zoning Commission Hearing.

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