City Council Study Session

Monday, May 8, 2023
6:00 p.m.

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

CHANDLER arizona
Community of Innovation

Back row
Councilmember OD Harris, Mayor Kevin Hartke, Councilmember Mark Stewart

Front row
Councilmember Jane Poston, Councilmember Angel Encinas, Vice Mayor Matt Orlando, Councilmember Christine Ellis

Our Vision

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

Our Brand

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

Our Goals

City Council Strategic Policy Goals

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

Pursuant to Resolution No. 4464 of the City of Chandler and to A.R.S. 38-431.02, notice is hereby given to the members of the Chandler City Council and to the general public that the Chandler City Council will hold a STUDY SESSION open to the public on Monday, May 8, 2023, which begins at 6:00 p.m., in the Chandler City Council Chambers, 88 E. Chicago Street, Chandler, Arizona. One or more members of the Chandler City Council may attend this meeting by telephone.

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

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

Study Session Agenda

City Council Strategic Framework Focus Areas: Legend

Economic Vitality	Mobility	Quality of Life
Innovation and Technology	Neighborhoods	General Governance

Call to Order

Roll Call

Scheduled Public Appearances

1. Service Recognitions
2. Recognition - Hamilton High School, Mayor's Economic Challenge Awards
3. Proclamation - National Police Week

Consent Agenda

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

City Clerk

1. **Approval of Minutes**

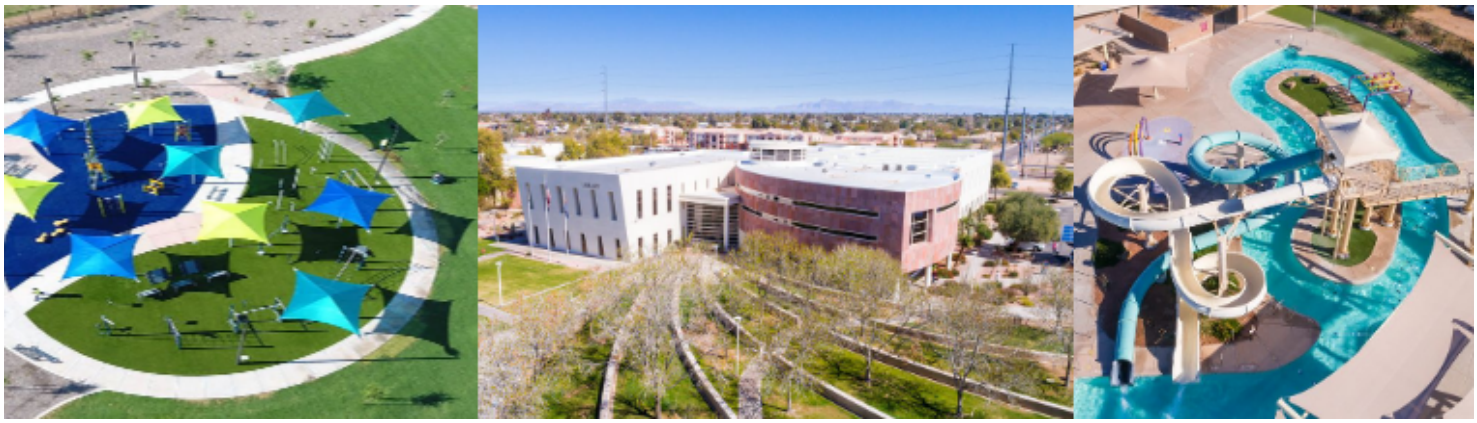
Move City Council approve the Council meeting minutes of the Special Joint Meeting of April 7, 2023; Work Session of April 24, 2023; the Study Session of April 24, 2023; the Special Meeting of April 27, 2023; and the Regular Meeting of April 27, 2023.

Council Focus Area(s):

2. **Board and Commission Appointments**

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

Council Focus Area(s):



Community Services

3. **Professional Services Agreement No. PR2107.203 with Dig Studio, Inc., for the Gazelle Meadows Park Renovations Design Services**

Move City Council award Professional Services Agreement No. PR2107.203 to Dig Studio, Inc., for the Gazelle Meadows Park Renovations Design Services, in an amount not to exceed $201,564.

Council Focus Area(s):

4. **Project No. PR2202.401 with Caliente Construction, Inc., Pursuant to Job Order Project No. JOC1904.401, for the Arrowhead Meadows Park Tennis and Pickleball Court Replacement**

Move City Council award Project No. PR2202.401 with Caliente Construction, Inc., pursuant to Job Order Project No. JOC1904.401, for the Arrowhead Meadows Park Tennis and Pickleball Court Replacement, in an amount not to exceed $1,204,399.23.

Council Focus Area(s):

Development Services

5. **Ordinance No. 5051 and Resolution No. 5680, Adoption of Historic Preservation Code Amendments and General Design Guidelines for Historic Preservation Districts and Landmarks, Relating to the Formation of Historic Preservation Districts and Landmarks, the Operation of the Historic Preservation Commission, and Design Guidelines for Properties with Official Historic Recognition**

   Code Amendments:
   Move City Council introduce and tentatively adopt Ordinance No. 5051 approving PLH23-0010 Historic Preservation Code Amendments, as recommended by the Planning and Zoning Commission and Historic Preservation Commission.

   General Design Guidelines:
   Move City Council adopt Resolution No. 5680 approving PLH23-0010 General Design Guidelines for Designated Historic Preservation Districts and Landmarks as recommended by the Planning and Zoning Commission and Historic Preservation Commission.

   Council Focus Area(s):

6. **Use Permit PLH23-0013 Civitan Foundation, Inc., for the Operation of an Adult Day Center, Located at 1700 W Warner Road, Generally Located 1/4 mile East of the Northeast Corner of Warner Road and Dobson Road**

   Move City Council approve Use Permit PLH23-0013 Civitan Foundation, Inc., subject to the conditions recommended by Planning and Zoning Commission.

   Council Focus Area(s):

Economic Development

7. **Purchase of Signage for the Airpark Area**

   Move City Council approve the purchase of signage for the Airpark Area, from YESCO, LLC, utilizing the City of Peoria Contract No. P19-0079, in the amount of $259,212.

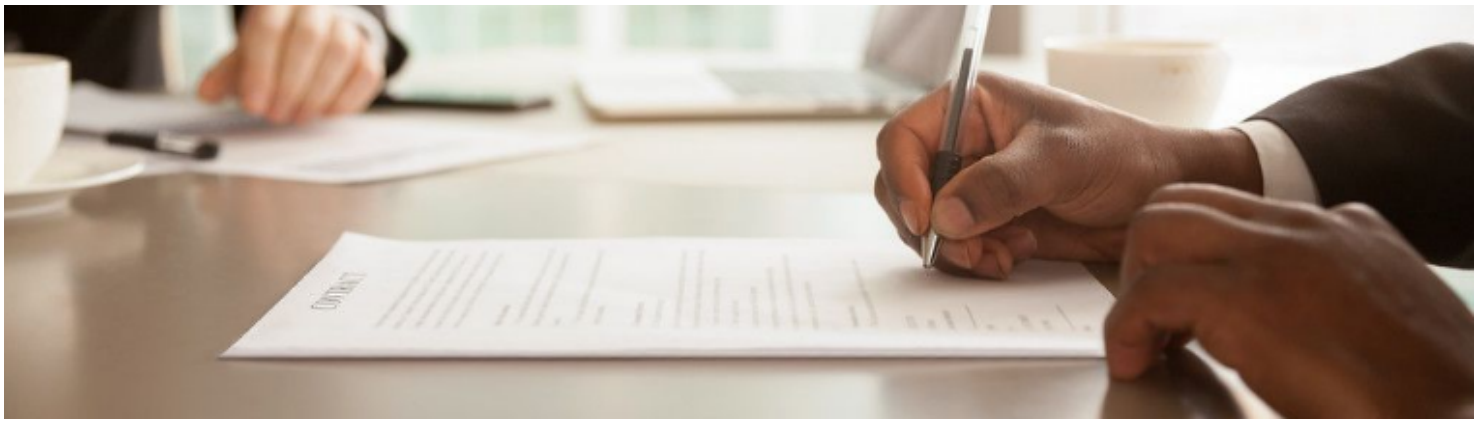
   Council Focus Area(s):

Facilities and Fleet

8. **Resolution No. 5678, Approving the Application and Award of an Energy Efficiency Conservation Block Grant (EECBG) Voucher in the Amount of $283,790, from the United States Department of Energy (USDOE), for the Purchase and Installation of Energy Efficient and Conservation Related Technology and Equipment**

   Move City Council adopt Resolution No. 5678, approving the application and award of an Energy Efficiency and Conservation Block Grant (EECBG) voucher in the amount of $283,790, from the United States Department of Energy (USDOE), for the purchase and installation of energy efficient and conservation related technology and equipment.

   Council Focus Area(s):



Management Services

9. **New License Series 12, Restaurant Liquor License Application for Dominick Jay Hoon Ju, Agent, Gen Chandler, LLC, DBA Gen Korean BBQ House Chandler**

   Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 235991, a Series 12, Restaurant Liquor License, for Dominick Jay Hoon Ju, Agent, Gen Chandler, LLC, DBA Gen Korean BBQ House Chandler, located at 1852 W. Chandler Boulevard, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 305008.

   Council Focus Area(s):

Mayor and Council

10. **Resolution No. 5691 Strategic Framework 2023-2025**

    Move City Council adopt Resolution No. 5691 approving the City Council Strategic Framework 2023-2025.

    Council Focus Area(s):

Public Works and Utilities

11. **Resolution No. 5684 Approving the Land Use License with Salt River Project to Allow the City's Continued Use of a Portion of the Gila Drain South**

    Move City Council pass and adopt Resolution No. 5684 approving the Land Use License with Salt River Project (SRP) to allow the City's continued use of a portion of the Gila Drain south of Ray Road and west of Pineview Unit One Subdivision for existing water and sewer lines and associated facilities.

    Council Focus Area(s):

12. **Resolution No. 5689 Authorizing the Sale of Storage Capacity at the New River Agua Fria River Underground Storage Project**

    Move City Council pass and adopt Resolution No. 5689, Authorizing the Sale of 18% of the Storage Capacity at the New River Agua Fria River Underground Storage Project to the City of Avondale; Authorizing the Lease of 8% of the Storage Capacity at the New River Agua Fria River Underground Storage Project; Approving the Execution of an Intergovernmental Agreement and Lease Agreement to Effectuate the Storage Capacity Sale and Lease Back; and Authorizing the City Manager to Take All Action Necessary or Prudent in Furtherance of the Storage Capacity Sale and Lease Back.

    Council Focus Area(s):

13. **Purchase of Paseo Vista Landfill Improvements**

    Move City Council approve the purchase of Paseo Vista Landfill improvements, from Tetra Tech BAS, Inc., utilizing Maricopa County Contract No. 200217-ITN, in an amount not to exceed $200,000.

    Council Focus Area(s):

14. **Purchase of an Asphalt Patch Truck**

    Move City Council approve the purchase of an Asphalt Patch Truck, from Balar Equipment, utilizing Sourcewell Contract No. 080521-PBL, in the amount of $264,138.10.

    Council Focus Area(s):

15. **Purchase of Traffic Bucket Truck**

Move City Council approve the purchase of a bucket truck, from Altec, Inc., utilizing Sourcewell Contract No. 110421-ALT, in the amount of $272,495.

Council Focus Area(s):

Informational

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

Council Focus Area(s):

Adjourn

ITEM 1

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

Date:	May 08, 2023
To:	Mayor and Council
From:	Dana DeLong, City Clerk
Subject:	Approval of Minutes

Proposed Motion:

Move City Council approve the Council meeting minutes of the Special Joint Meeting of April 7, 2023; Work Session of April 24, 2023; the Study Session of April 24, 2023; the Special Meeting of April 27, 2023; and the Regular Meeting of April 27, 2023.

Attachments

Minutes of the Special Joint Meeting of April 7, 2023

Minutes of the Work Session of April 24, 2023

Minutes of the Study Session of April 24, 2023

Minutes of the Special Meeting of April 27, 2023

Minutes of the Regular Meeting of April 27, 2023

Meeting Minutes
City Council Special Joint Meeting

April 7, 2023 | 9:00 a.m.
City Hall, 2nd Floor Training Rooms A & B
175 S. Arizona Ave., Chandler, AZ

Call to Order

The meeting was called to order by Mayor Kevin Hartke at 9:14 a.m.

Roll Call

Council Attendance

Mayor Kevin Hartke
Vice Mayor Matt Orlando
*Councilmember OD Harris
Councilmember Mark Stewart
Councilmember Christine Ellis
Councilmember Jane Poston
Councilmember Angel Encinas

*Councilmember Harris attended remotely by WebEx

Appointee Attendance

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

Staff Attendance

Dawn Lang, Deputy City Manager / CFO
Andy Bass, Deputy City Manager
Ryan Peters, Strategic Initiatives Director
Alexis Apodaca, Government Relations Senior Program Manager

Others in Attendance

Senator Mitzi Epstein, LD-12
Representative Patty Contreras, LD-12
Representative Stacey Travers, LD-12
Representative Jennifer Pawlik, LD-13

Representative J. D. Mesnard, LD-17
Representative Liz Harris, LD-17

Welcome and Introductions – Mayor Kevin Hartke

MAYOR HARTKE welcomed guests and staff.

Discussion

1. 2023 State Legislative Update

MAYOR HARTKE asked each legislator for their perspective on what is happening at the capitol this session, and something unexpected happening this year.

SENATOR EPSTEIN shared that something unexpected was a bill to end the death penalty in Arizona was read. Housing, schools, and water are in focus this session.

MAYOR HARTKE said that he and Representative Pawlik have visited Community Schooling in Chandler. He is impressed and looking forward to seeing more. It is all about helping kids in school.

REPRESENTATIVE MESNARD shared that it was unexpected there was a push to set a budget very early in the session. The budget for this year is in the spotlight. There are more one-time funds than ongoing funds.

VICE MAYOR ORLANDO thanked both legislators for protecting our land in concerns to developments and housing financing. The key is working together.

MAYOR HARTKE added that economic corridors have brought a lot of value to Chandler. There must be a balance between residential areas and these economic developments. We are working on zoning improvements.

COUNCILMEMBER ELLIS said it is great to share ideas. Councilmember Ellis asked what Council can do to support the legislators at their level.

REPRESENTATIVE PAWLIK shared that one unexpected thing was that House Democrats and Republicans have been working closely together. There are 16 new members. The pace of this session has been slower than normal. Representative Pawlik commented that having an open door with government affairs representatives and local leadership has been valuable.

REPRESENTATIVE TRAVERS said it is important to keep lines of communication open. It is important to delegate info to the correct people.

REPRESENTATIVE CONTRERAS shared that coming in as a new member it was unexpected how much information there is. There are a lot of great ideas from new members. Transportation is a topic in the spotlight lately.

REPRESENTATIVE HARRIS said that we need to analyze housing investments and rentals. It is difficult to control large entities that own multiple rental homes. Looking at water through a real estate lens is one way to go about it.

REPRESENTATIVE TRAVERS added that a surprise is having good relationship with many representatives, while still facing pressure from parties. Seeing the reality of politics is different than anticipated.

MAYOR HARTKE asked how we as a City or Councilmembers make your work easier.

SENATOR EPSTEIN thanked staff for the constant updates. Senator Epstein said it would be a good idea to address how Chandler addresses water and housing, perhaps in a symposium.

MAYOR HARTKE said the Chamber put on a great presentation. Chandler holds its water as a point of pride.

SENATOR EPSTEIN suggested a field trip to the water treatment center.

REPRESENTATIVE TRAVERS said that keeping lines of communication open is valuable. Problems arise from lack of communication.

COUNCILMEMBER ELLIS asked to have information provided beforehand.

REPRESENTATIVE TRAVERS said that at this level changes happen quickly.

COUNCILMEMBER ELLIS said that staff should be able to help address this.

SENATOR EPSTEIN said that in the house, each representative has 1¾ person of staff who is responsible for everything. It is a challenge in time management.

REPRESENTATIVE PAWLIK said the time we have to work with is very short.

MAYOR HARTKE added that if they have ideas for future presentations, please reach out. The Chamber puts on a lot of events and would welcome the resource.

COUNCILMEMBER STEWART said that zoning is all about supply and demand. Our growing community is facing challenges in housing.

VICE MAYOR ORLANDO said that one of the topics discussed at the National League of Cities and Towns Conference is states usurping local authority. Whatever we do with water, other states will keep in mind, so we must think of the bigger picture in water management.

REPRESENTATIVE TRAVERS said that there is one person responsible for water bills in the house in this committee. The dynamic is locked into place.

VICE MAYOR ORLANDO said we have to look bigger picture.

REPRESENTATIVE MESNARD brought up the Ocotillo Landings development.

MAYOR HARTKE said that this is still in conversation. There is a need for housing, and we will continue to expand our housing inventory.

REPRESENTATIVE MESNARD asked for an assessment of the project.

MAYOR HARTKE thought that the county is not going to move forward with the opposition received. Messages from the supervisors have this attitude.

VICE MAYOR ORLANDO commented that there is still a water issue there.

MAYOR HARTKE continued that Chandler allocates water based on predicted use for the 100-year supply. Shifting zoning use increases the amount of water consumption for the property.

COUNCILMEMBER STEWART said that the group did buy the parcel.

VICE MAYOR ORLANDO said another development backed out at different location.

MAYOR HARTKE shared that at the League Conference there was a similar narrative of cities changing zoning.

COUNCILMEMBER ELLIS said there is money at the federal level for this.

2. Chandler Updates

SENATOR EPSTEIN asked what the Council wants them to know about Chandler.

MAYOR HARTKE said there is a lot going on in Chandler. There is a new strategic plan in the works to set our priorities. There are new economic developments – Edwards Vacuum, Scheels. We are watching the continued Intel development. Our initial budget is in the works, and we want to pay

down PSPRS unfunded liability. We turn our one-time dollars into ongoing funds and savings in conservation for water and lighting.

COUNCILMEMBER ELLIS said that Council is unified in our priorities. The people are the priority.

REPRESENTATIVE CONTRERAS said that education for legislators is helpful to get local understanding. The process for local decisions like water and zoning at each city is important to understand. Having the background is helpful.

COUNCILMEMBER STEWART said staff can distribute information. Councilmember Stewart asked how these bills are going.

REPRESENTATIVE MESNARD said that these bills are not moving. We are aware that the process takes a long time. We can speed up the process but not at the expense of public input. There is generally agreement to advance the process.

COUNCILMEMBER STEWART asked if there is any legislation to move development to start within a certain time.

REPRESENTATIVE MESNARD said it is voter protected. There is a lot of pressure on legislators to fix the issue. Educating legislators that on what projects are ready and what is in the works is good to know. It is important to share the context on why things are happening.

SENATOR EPSTEIN said that many of the issues with stopped development is not zoning, but outside factors like workforce and supply.

REPRESENTATIVE TRAVERS said that there is a lack of thoughtfulness at the legislature, there is a lot of pressure to rush through bills. It is better to have well written and thoughtful bills rather than poor quality rushed bills.

REPRESENTATIVE MESNARD said the process helps refine bills in work. Stakeholder input is as important as constituent input.

REPRESENTATIVE TRAVERS said the last steps should not be pass or fail, there should be work done to improve bills in the works.

MAYOR HARTKE said open communication and collaboration can help avoid problems in the future. Mayor Hartke thanked everyone for their attendance.

Adjourn

The meeting was adjourned at 10:31 a.m.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: May 11, 2023

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of the City Council of Chandler, Arizona, held on the 7th day of April 2023. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of May, 2023.

_____

City Clerk

Meeting Minutes
City Council Work Session

April 24, 2023 | 4:00 p.m.
Council Chambers Conference Room
88 E. Chicago St., Chandler, AZ

Call to Order

The meeting was called to order by Mayor Kevin Hartke at 4:02 p.m.

Roll Call

Council Attendance

Mayor Kevin Hartke
*Vice Mayor Matt Orlando
Councilmember OD Harris
Councilmember Mark Stewart
Councilmember Christine Ellis
Councilmember Jane Poston
Councilmember Angel Encinas

Appointee Attendance

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

*Vice Mayor Orlando attended telephonically and arrived at 4:21 p.m.

Staff in Attendance

Dawn Lang, Deputy City Manager and Chief Financial Officer
Tadd Wille, Assistant City Manager
Andy Bass, Deputy City Manager
Matt Burdick, Communications and Public Affairs Director
Micah Miranda, Economic Development Director
David De La Torre, Planning Manager
Kevin Mayo, Planning Administrator
Ryan Peters, Strategic Initiatives Director
Derek Horn, Development Services Director
Melissa Quillard, Mayor and Council Communications Manager
Simone Kjolsrud, Water Resources Manager
Dana Alvidrez, City Transportation Engineer
Lauren Schumann, Principal Planner

Discussion

1. Presentation and Discussion regarding proposed changes to Chapter 35, Land Use and Zoning, of the Chandler City Code. The proposed changes include but are not limited to regulations regarding the following: setback requirements along major intersections; free-standing pad building limitations; drive-through businesses; height increase for mid-rise overlay; mechanical screening requirements; increase to blade sign allowable projection and sign area; medical office parking; use permits; outdoor speakers; eliminate requirement for Series 7 Bar license use permit; move approval of Certificate of Occupancy from Building Official to Development Services Director (or designee); permit single-family dwellings in multi-family zoned districts; alleyway access to parcels in downtown; residential on-site paving; allowing accessory dwelling units within single-family zoned districts; home-based businesses; setbacks for residential swimming pools; maximum square footage of residential open air ramadas; perimeter wall for new developments abutting existing residential areas; prohibition on double-walls; holiday lights encroachment permits; neighborhood vote for conversion of alley to curbside garbage collection; multi-family parking requirements; art murals; water conservation for landscaping; reclaimed water; shipping-container building construction; street name address protocols; and remove satellite dish regulations to align with federal law.

MAYOR HARTKE called for a staff presentation.

JOSHUA WRIGHT, City Manager, introduced the discussion item.

MICAH MIRANDA, Economic Development Director, said Chandler is experiencing development cycle changes and staff has been compiling the best solutions to respond, focusing on economic development.

LAUREN SCHUMANN, Principal Planner, presented the following presentation.

- City Code Amendments
    - Development Services
- Background
    - July 2020
        - Amendments Phase 1
            - Council Approval
    - Feb. 2021
        - Amendments Phase 2
            - Beginning Process-
                - Subcommittee Meeting
    - April 2022
        - City Council Work Session

            - Long Term Deliverables
- Meeting Intent
    - Identify Code/Policy Issues
    - Introduce Amendment Options
    - Seek City Council Input
        - Potential Code Amendments Address:
            - Economic Vitality
            - Neighborhoods
            - Quality of Life
            - Sustainability & Technology
- Strategic Policy & Focus Areas
    - Economic Vitality
        - Targeted use of adaptive reuse, infill, mixed-use and redevelopment tools and plans supporting the vitality of commercial centers and neighborhoods.
        - High development standards incorporating innovative aesthetics and amenities in our built environment.
        - A predictable development process based on exceptional customer service and finding creative ways to get to "yes."
    - Neighborhoods
        - Amenities, infrastructure, and services that support community safety and align with the needs of people in the surrounding neighborhood.
    - Quality of Life
        - Unique amenities and experiences that attract people to Chandler.
    - Sustainability and Technology
        - Leading in the sustainability of water infrastructure and conservation.
- Economic Vitality
    - Potential Code Changes
- Modified Required Setbacks within Certain Areas
    - Challenge:
        - Required building and landscaping setbacks accommodate large suburban site development
    - Current:
        - 50' (arterial) 30' (non-arterial) setbacks
        - 50' x 250' landscaping at intersections
    - Proposal:
        - Create administrative ability to reduce on certain sites when development proposes a high quality of design
- Modified Required Setbacks within Certain Areas
    - Current:
        - Building and landscaping setbacks accommodate large suburban site development
            - 50' (arterial) 30' (non-arterial) setbacks

        - 50’ x 250’ landscaping at intersections
    - Proposal:
        - Create administrative ability to reduce on certain sites where developer proposes a heightened pedestrian-oriented design

COUNCILMEMBER STEWART asked if setback requirements are taking density into consideration. Neighborhoods will be concerned about aesthetics of their homes and having developments pushed up next to their houses. Councilmember Stewart asked if suggestions will be broken down by region.

MS. SCHUMANN said these suggestions are still in the early stages of being researched. These changes would be in alignment with neighboring jurisdictions. Seven years ago, an adaptive reuse program was approved for existing buildings. This program has made it possible to adapt requirements for different situations and has proven successful.

MR. MIRANDA said the interactions between retail and neighborhoods is always staff’s biggest concern. The goal is to align commercial and bring it forward to create as much distance as possible from neighborhoods.

MAYOR HARTKE asked if reduction of required setback is not between residential and business buildings and this proposal is to introduce the adaptive reuse program for new buildings in addition to existing buildings.

MS. SCHUMANN said correct, reduction of setback is for development out on to the street. Allowing the development to move forward more towards the street instead of closer to the homes.

COUNCILMEMBER HARRIS asked if Chandler’s zoning code addresses the use of awnings and required space.

MS. SCHUMANN said there are restaurants waiting to amend their set back requirement. Additional awning space is required to take orders outside but because it does not meet the 50’ setback requirement, they have to come back through and go through a zoning process.

COUNCILMEMBER HARRIS asked how does the 50’ setback rule apply to the awning.

MS. SCHUMANN said there are multiple types of setback requirements but generally with any type of structure, the structure is required to be 50’ back.

COUNCILMEMBER HARRIS asked if there was a way to change requirements for awnings instead of treating them like building structures.

MS. SCHUMANN answered yes and said that also goes in line with adapting requirements so a building could have space for a patio.

COUNCILMEMBER HARRIS confirmed that building structures be differentiated from awnings.

MR. MIRANDA said that is understood and clarified the 50' setback is from the right of way to where the property begins and staff cannot change that, it has to be brought back as a zoning change. There are several scenarios that are being taken into consideration with suggested changes and the code language would allow for more flexibility.

MAYOR HARTKE said the purpose of this meeting is to hear proposals for code amendments that will improve process, function, and best serve all parties involved.

COUNCILMEMBER ENCINAS asked if these setback requirements would be considered on a case-by-case basis and if the buildings come further forward will that still allow them to use the space behind that is next to neighborhoods.

MS. SCHUMANN said it would be case by case. If they can better position the buildings, it will allow for more landscaping. When it is near a neighborhood they want to allow for more trees for buffering.

MAYOR HARTKE said the reduction of setback requirements does not allow the development to have a denser design, it allows for more landscape.

MS. SCHUMANN said correct.

COUNCILMEMBER ELLIS asked if setback requirements are taking future road expansion into consideration.

MS. SCHUMANN said yes, the plan for right of ways is set and that is factored into the proposals.

COUNCILMEMBER POSTON asked if the area north of the 202 is being focused on because of opportunity for development.

MS. SCHUMANN said the areas indicated are older and there is going to be redevelopment. This is where the reduction of setbacks will make the most impact. South of the 202 is going to remain more suburban.

MS. SCHUMANN continued the presentation.

- Modify Requirements for Free-standing pad Buildings
    - Challenge:

        - Market driven towards smaller building footprints and more drive-through developments
    - Current:
        - One free-standing pad per arterial street; allowing two per development
    - Proposal:
        - Eliminate maximum total number of pads if designed as integral part of the development
- Modify Requirements for Drive Throughs
    - Current:
        - Queuing lanes shall provide 150 feet from pick-up window to start of queue & provide minimum six vehicles from order box
    - Challenge:
        - Two lanes used to meet queuing requirements, but close one lane at certain times
    - Proposal:
        - One lane shall meet minimum queuing & additional lanes are considered bonus queuing
- Modify Requirements for Drive Throughs
    - Challenge:
        - Businesses providing separate lane for online pick-up orders not meeting standard queue length
    - Current:
        - Queuing lanes shall provide 150 feet from pick-up window to start of queue & provide minimum six vehicles from order box
    - Proposal:
        - Establish minimum queuing for online pick-up lanes

COUNCILMEMBER POSTON asked if information has been gathered from businesses and if the one lane minimum queuing would create any staffing issues.

MR. MIRANDA said the second lane is not required it would be a bonus lane should the business want it.

KEVIN MAYO, Planning Administrator said currently businesses are using only one lane, but they have split the 150' between two drive through lanes. 75' for one drive through and 75' for the other. This causes overflow and crowds the parking lot. This proposed change would require the one lane to be 150' and then a bonus lane should they want it.

COUNCILMEMBER STEWART asked how many issues may come up when working with private businesses and expressed concern about overstepping. Councilmember Stewart said this should be handled on a case-by-case basis.

MR. MIRANDA shared an example of a county project that does not have enough queuing and is spilling out into the street. There just is not enough space on site to handle the volume, and the 150' will add clarity to the process. If more space is wanted it needs to be codified.

COUNCILMEMBER STEWART asked the vehicle backlog issue is something that could have been prevented.

MR. MIRANDA said there is a high demand for these type of drive through businesses and it is not an error on anyone's part, but a better process needs to be in place for ensuring there is enough space for queuing.

VICE MAYOR ORLANDO asked if the requirements for free-standing pad buildings is increasing from one pad to two allowed pads.

MS. SCHUMANN said currently the written code allows for two free-standing pads per building. Markets have changed and buildings want only one pad and to not be attached to another building. Through planning it can be waived or through the zoning and planning department which would need to be warranted by design. This proposal is to eliminate that process and if it is designed as an integral part of the development, they could have up to four pads.

VICE MAYOR ORLANDO expressed concern if the allowance for more pads would cause congestion or crowding in areas.

MS. SCHUMANN said the multiple pads would be for one development and typically not all used as drive throughs. It would allow more space for the one establishment.

VICE MAYOR ORLANDO asked what the main goal of this proposal is and asked if this will cause a loss of leverage when negotiating with developers.

MR. MIRANDA said it comes down to the proposal to eliminate the maximum, but it has to be designed as an integral part of the development. During planning, staff will work with the developer to ensure it is in line with Chandler's goals. It gives the most flexibility to allow staff to work with a given project.

VICE MAYOR ORLANDO said negotiations could go the other way as well and is worried about giving up Chandler's rights to negotiate.

MAYOR HARTKE said the concern is valid, but the main goal is to maintain that right and speed up the process for development across the city. Removing some of these hard stops in the process will help meet the demand and be able to focus on the few areas that are left. There is a fine balance between negotiating, some things do not make sense and are creating more of a cost.

VICE MAYOR ORLANDO said the specific language of the code needs to be provided and the area could be adjusted to what the priority is.

MR. MIRANDA said if this is something that council wants staff to explore, that can be done. Staff can come back with more specific language and if council does not approve, it can be jettisoned.

VICE MAYOR ORLANDO said developers need certainty and there needs to be a negotiating line.

MR. MAYO said setbacks are code required and those must go back to council to be approved. The negotiation is going to happen regardless between developers and staff, this would eliminate the need to have to go to council to be approved in every situation. This is to find a way to streamline the process and have minimums in place. Especially in situations where the outcome will ultimately be the same, but the timeline is dragged out because of the current process. The language would craft a path administratively. Nothing would be codified in a way that would have a different or undesired outcome but mainly to streamline a process that currently takes too long.

VICE MAYOR ORLANDO asked if it is the same process as what is currently happening, why is it being changed.

MR. MAYO said a public hearing process is required through council and administration does not have the ability to make some of these modifications.

VICE MAYOR ORLANDO said this is allowing more flexibility to staff but ultimately when it comes back to council it will start the negotiation over. Vice Mayor Orlando said there is concern about some of these proposals and asked for specific language.

MAYOR HARTKE said leverage is not being lost but the starting process will be a little different and ultimately is still decided by council.

COUNCILMEMBER ELLIS said the goal of this discussion is to empower staff to streamline processes and have them handle things within the guidelines set by council.

VICE MAYOR ORLANDO said that is already being done.

COUNCILMEMBER ELLIS said it is not being streamlined if there is a six-month process currently.

MAYOR HARTKE said if council wants staff to revisit a proposed code change, a consensus will be made to pause on a suggestion; otherwise, continue with the presentation and see how many can be heard.

COUNCILMEMBER STEWART asked if feedback can be gathered individually from each council member and then compiled on each of these suggestions. Councilmember Stewart said if these

code changes will eliminate the back and forth between zoning attorneys, staff, and council by empowering staff to make some of these decisions then that would be great.

MAYOR HARTKE said that would be the optimal outcome and this is just the beginning of these discussions.

COUNCILMEMBER HARRIS expressed concern about ensuring that property owner's rights are not being encroached.

MAYOR HARTKE said these decisions are made all the time. The code is not being changed it is only being improved upon.

MS. SCHUMANN continued the presentation.

- Increase Height for Mid-Rise Overlay (MRO)
    - Current:
        - Buildings over 45 feet tall need a MRO
    - Challenge:
        - MRO was intended to regulate buildings 5-stories in height or taller
        - Proposed floor heights & mechanical screening push 3 and 4 story buildings just over the 45 feet threshold
    - Proposal:
        - Increase MRO Height to 55 feet
- Mechanical Screening
    - Challenge:
        - Developers claim we're "more restrictive than other cities
    - Current:
        - Roof-mounted mechanical equipment must be completely screened on all four sides and architecturally integrated into building design
    - Proposal:
        - Consider reducing screening to only street view within industrial
        - Reduce requirement if equipment is located as to not be visible, i.e. 8-story building or center of roof

MAYOR HARTKE asked if there is a dampening effect when applying screening to industrial or is this just visual.

MS. SCHUMANN said this is strictly visual. Methods are required to disguise piping or air conditioners.

COUNCILMEMBER STEWART asked if Chandler is aligned with other cities on this code.

MS. SCHUMANN said this is an ongoing struggle with developers and it is usually for air conditioners. A new user will come in later and require an air conditioner unit and the whole screening process starts over. The code calls for complete screening, top to bottom, from all views.

COUNCILMEMBER STEWART asked if this code were amended would it still allow for screening.

MS. SCHUMANN said yes and that recently new coding was already approved for screening specific users requiring different types of machinery that could be problematic.

VICE MAYOR ORLANDO asked if the change is an additional 10 feet.

MS. SCHUMANN said for mid-rise overlay the current height requirement is 45' but most industrial buildings are coming in right at 45' and it is only allowing 4' for screening. Increasing this to 55' will allow for builders to have a higher parapet wall to allow 8' for screening.

VICE MAYOR ORLANDO asked what if the equipment is placed on the ground.

MS. SCHUMANN said development usually does have equipment on the ground and generally it is painted to match the building and screening is used through landscaping and or other disguises. The struggle is roof development because code is too demanding for required screening.

VICE MAYOR ORLANDO asked if this is just from street view.

MS. SCHUMANN said if you have a large industrial development with multiple buildings and one of those buildings is far back, does it really need to be screened.

VICE MAYOR ORLANDO asked what happens if it is next to neighborhoods.

MS. SCHUMANN said that is a good point, but this code was mainly for a certain area of high industrial developments.

VICE MAYOR ORLANDO said to put a caveat in the language that if machinery can be seen by residential neighborhoods it needs to be screened as well.

MS. SCHUMANN said noted.

COUNCILMEMBER STEWART asked what the cost of screening is for developers.

MR. MAYO said what started this conversation was older high industrial buildings in West Chandler. Those buildings were originally built with swamp coolers and about an 18-inch parapet. A lot of those buildings are switching over to air conditioning and the original roofs were not designed to be able to carry the air conditioning unit and additional mechanical screening. It has

made it very difficult for staff to work with the building users. The question that is asked is why if the building is buried deep within an industrial area does it matter and currently it is because that is what is written in the code.

COUNCILMEMBER STEWART asked is there a way to determine if a building is grandfathered in and is this code amendment for new buildings or older buildings and a code cannot be retroactively applied to buildings that were built before that code was made.

MR. MAYO said a unit can be replaced by a unit by policy but the problem that arose recently is a building that had four swamp coolers and replaced that with 22 air conditioning units which changed the structure significantly. This instance is where the code kicks in.

MS. SCHUMANN continued the presentation.

- Enlarge Permitted Blade Sign Area
    - Current:
        - Blade signs permitted to project two feet from a building as measured to edge of sign; four feet within City Center District
    - Proposal:
        - Increase allowable projection and sign area, to be visible by drivers above colonnade
        - The Uncommon built at ten feet

VICE MAYOR ORLANDO asked how far out the sign can be.

MS. SCHUMANN said currently it is allowed at two feet and downtown it can be off the wall up to four feet. Research needs to be done to see if there should be a greater allowance.

VICE MAYOR ORLANDO said there is concern about huge signs and it being a distraction.

MS. SCHUMANN said the discussion is about how far the sign can be hanging off a building. It still must meet the requirements of allowed square footage.

COUNCILMEMBER ENCINAS asked if there are proposed maximums or is that still being researched and is it dependent on the area.

MS. SCHUMANN said research and comparison needs to be done.

COUNCILMEMBER ENCINAS said maximums need to be provided.

MAYOR HARTKE asked staff to come back with more information.

MR. MIRANDA said there are different types of buildings that have different requirements for signage.

MS. SCHUMANN continued the presentation.

- Medical Parking Requirements
  - Challenge:
    - Medical parking requirements too broad
  - Current:
    - Zoning Code requires one space per 150 square feet for medical office;
    - Hospitals 3 spaces per each bed
  - Proposal:
    - Consider defining outpatient surgery facilities and establishing required parking
- Revise Uses Permitted in Non-residential Properties
  - Current:
    - Zoning Code is silent on relevant uses and not intuitive to navigate
  - Proposal:
    - Reorganize table to group common uses
    - Add relevant uses such as brewery, cloud kitchens, & adult day center
    - Permit greater amount of ancillary uses such as office or showroom within industrial
- Use Permit Renewal, Enforcement
  - Current:
    - Not addressed by Zoning Code
  - Proposal:
    - Clarify when an application is filed and under the review process, enforcement may be stalled

MAYOR HARTKE asked for an example of enforcement being stalled.

MS. SCHUMANN said if a business received a citation from code enforcement for providing live entertainment without a permit, the citation could be put on hold by applying for that permit. This would allow time for the application to be reviewed.

MAYOR HARTKE asked for clarification.

MS. SCHUMANN said when a business receives a citation, they are allowed so many days to come into compliance. This way it allows the citation to be put on pause while the establishments application is being reviewed.

MS. SCHUMANN continued the following presentation.

- Outdoor Speakers

- Current:
  - Businesses that sell alcohol without live music require an Entertainment Use Permit (EUP) for outdoor speakers within 600 feet of residential
- Proposal:
  - Where no live music is proposed, allow outdoor speakers without an EUP
  - City code will continue to mitigate nuisance

COUNCILMEMBER STEWART asked if this is removing a regulation.

MS. SCHUMANN said it would be easier for new businesses who wanted to apply for a liquor license and then wanted speakers on their patio, they would not then have to apply for an Entertainment Use Permit; avoiding that whole process can save up to four months.

VICE MAYOR ORLANDO asked what happens when loud music becomes a nuisance.

MAYOR HARTKE said the city still can review that and shut it down.

VICE MAYOR ORLANDO asked if there would still be a permit.

MAYOR HARTKE said no but it can still be addressed.

VICE MAYOR ORLANDO asked what can be referred to if it is not written in the code and a permit is not required.

KELLY SCHWAB, City Attorney, said that can be addressed in the language of the code, there can be fines and they can give an order to stop.

VICE MAYOR ORLANDO said this has been an issue before and the experience before was nothing could be done. The permit is a sure way to control that.

COUNCILMEMBER POSTON asked what the current process is if a business does not sell alcohol.

MS. SCHUMANN said if a business had a patio, was not selling alcohol, and wanted a speaker, they would not need a permit.

COUNCILMEMBER STEWART said this is about expediting a process to help businesses open their doors sooner and if noise became an issue that can be addressed via other means.

MAYOR HARTKE asked staff to return with more details on how it would be addressed if no permit is required.

MS. SCHUMANN continued the presentation.

- Establishments Operating Under a Bar License
    - Current:
        - All establishments operating under a bar license require a Use Permit; Issued by the state and reviewed by Tax & License
        - Series 7 Beer & Wine Bar License
        - Series 6 Bar License
    - Challenge:
        - Delays business' opening
    - Proposal:
        - Eliminate requirement for Use Permit for Series 7 Bar license

MAYOR HARTKE said it is still required by state to apply for this license it just removes the time constraint by the city for the Series 7 license.

MS. SCHUMANN said yes, when a business applies for a liquor license it is sent to Tax and License, which is then vetted by the police and then Chandler submits it to the state.

COUNCILMEMBER POSTON asked if the state issues liquor licenses and what part does Chandler have in that.

MS. SCHUMANN said in the early 1970's Chandler required any business that sold alcohol to have a liquor use permit. The state issues liquor licenses so the city was acting on something that the city could not regulate. The liquor use permit was eliminated in 2018 because what was being gauged by that was what was the land being used for. That is covered by the entertainment use permit.

MS. SCHUMANN continued the presentation.

- Quality of Life and Neighborhoods Potential Code Changes
    - Permit Single-Family in Multi-family Districts
        - Current:
            - Single-family dwellings within a multi-family zoned property requires a Use Permit
        - Challenge:
            - Legal non-conforming lots cannot rebuild a single-family home without a Use Permit or Rezoning
        - Proposal:
            - Permit single-family dwellings by right within certain multi-family zoned properties; limited to lots of a certain square footage
- Allow Residential Access from Alleys
    - Current:
        - Prohibits primary driveway and pedestrian access from alleys

        - *Alleys need to accommodate other requirements such as public/private utilities, lighting, drainage, ADA accessibility, etc
    - Challenge:
        - Site layout and conflicts with architectural aesthetics, safety, and walkability
- Allow Residential Access from Alleys
    - Proposal:
        - Allow access from alleys where safe and consider improving alleys when feasible in certain areas around Downtown
    - Location:
        - Where alleys exist within area bound by:
            - Galveston Street (North)
            - Delaware Street (East)
            - Frye Road (South)
            - Hartford Street (West)

MAYOR HARTKE asked to include alleys even more south of Frye.

MS. SCHUMANN said it will include alleys all the way down to Pecos.

VICE MAYOR ORLANDO asked for specific boundaries on alleyways and expressed concerns for safety. Vice Mayor Orlando asked if the alleyways would be lighted.

MS. SCHUMANN said the specific requirements are still in progress, but preferred enhancements would include paving and lighting.

COUNCILMEMBER STEWART asked if the community has requested the alleyway upgrade and what is the estimated cost for the city.

MS. SCHUMANN answered that public outreach will be part of the process and feedback has been received over the years that residents would like access to their alleyways. Ms. Schumann said improvements and who would provide that has yet to be determined.

COUNCILMEMBER ENCINAS asked for more information to be provided after this idea has been researched.

MS. SCHUMANN said this will be explored and staff will come back with information.

COUNCILMEMBER STEWART asked if it was possible to give the alleyways over to the residents to take care of if there were not any utilities involved.

MS. SCHWAB said that is complex legal discussion and if that were truly being considered it would be a discussion for another time.

MAYOR HARTKE said as a reminder this presentation is just for discussion and no decisions are being made at this time.

MS. SCHUMANN continued the presentation.

- Driveways and Front Yards
    - Current:
        - Nothing in the Zoning Code prevents the front yard from being entirely paved
        - All required off-street parking must be connected; additional driveways to access rear yards
    - Proposed:
        - Establish maximum percentage of hardscape within front yards
        - Eliminate requirement for areas to be connected

COUNCILMEMBER STEWART asked if this is telling residents what they can and cannot do with their yard.

MS. SCHUMANN said the impact of paving an entire front yard would affect the whole neighborhood in terms of parking, water runoff and heat.

COUNCILMEMBER STEWART said this could be applicable to new residents, but pre-existing owners should not be impacted.

MS. SCHUMANN said legal non-conforming zones would be included in their research and a database is available with that information.

COUNCILMEMBER ENCINAS asked if a permit is required for paving or laying concrete in the downtown area.

MS. SCHUMANN said that would need to be investigated unless an irrigation drip system is involved or if any street curbing is being adjusted then a permit would not be required.

COUNCILMEMBER ENCINAS asked if this code amendment would require a permit if a resident wanted to do a large-scale landscape remodel.

MS. SCHUMANN said that requires research.

MAYOR HARTKE said there is some pushback on this idea, and it should be put on hold.

MR. MAYO said that because of how the code is currently written it is requiring homeowners to lay continuous pavement to connect driveways to required off street parking. This amendment is in part to address that.

MAYOR HARTKE asked staff to come back with more information on this.

MS. SCHUMANN continued the presentation.

- Permit Accessory Dwelling Units (ADU's) Single-Family District
    - Current:
        - Single-family properties allow for a guest quarters with no cooking unit and cannot be connected to separate meter
    - Proposal:
        - Consider permitting ADU's by right within single-family zoned properties meeting requirements for accessory buildings; setbacks and height

MAYOR HARTKE said this code amendment is allowing cooking units in ADU's.

COUNCILMEMBER STEWART said having these ADU's are going to cause problems with parking and how can that be mitigated.

MS. SCHUMANN said that is a good concern to consider when researching this option.

COUNCILMEMBER ENCINAS asked if a full kitchen unit is allowed currently and would that stay the same with this amendment.

MS. SCHUMANN said currently you can have a full accessory building as guest quarters except for a stove or oven.

COUNCILMEMBER ENCINAS asked if that would stay the same.

MS. SCHUMANN said yes and in addition, this amendment would allow for ADU's within a single-family homily zone property.

COUNCILMEMBER ENCINAS asked how many structures are allowed.

MS. SCHUMANN said a property is allowed so many detached units. One can be an ADU and one a storage shed.

COUNCILMEMBER STEWART asked why not just allow the cooking stove.

MS. SCHUMANN said building code states there are five requirements that make it a dwelling unit. When processing the guest quarters, they said the elimination of a cooking stove or oven made it so it was not considered an ADU.

VICE MAYOR ORLANDO asked what setback requirements apply to ADU's.

MS. SCHUMANN said generally the same setback requirements that apply to the property apply to the accessory buildings.

VICE MAYOR ORLANDO asked if required setbacks for ADU's could be researched compared to other cities and expressed concern about an ADU being used as a rental.

MS. SCHUMANN said they could research this.

MS. SCHUMANN continued the following presentation.

- Home-Based Businesses
    - Current:
        - Zoning Code is silent; by policy permitted if no customers or employees who do not live at home
        - Conducted completely within house
    - Proposal:
        - Consider permitting certain uses with limited number of clients for home-based businesses when not negatively impact the surrounding neighborhood
        - Examples: piano lessons, seamstress

COUNCILMEMBER POSTON asked if another level of licensing would be needed for home businesses or is something currently required.

MR. MAYO said a homebased business license is already required but the list of included business could be expanded.

COUNCILMEMBER ELLIS asked if this applied to assisted living homes.

MS. SCHUMANN said that is under a completely different zoning clearance.

COUNCILMEMBER STEWART asked if this is a current problem or is one going to be created.

MS. SCHUMANN said currently according to code residents cannot use their home for business unless it is all conducted within the house, no customers can visit the house, no employees can live at the residence. Issues that can occur with home businesses that operate without restrictions are increased traffic flow and parking overflow.

COUNCILMEMBER STEWART asked for statistics on homebased business-related issues.

MAYOR HARTKE said this would be allowing for some non-intrusive home businesses to occur.

COUNCILMEMBER STEWART expressed concern for creating rules that would affect home businesses from being able to function effectively.

COUNCILMEMBER HARRIS asked for a list to be provided of all types of home businesses that are currently permitted and which may be permitted.

MAYOR HARTKE said due to time constraints this discussion will be postponed until another time.

Adjourn

The meeting was adjourned at 5:49 p.m.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: May 11, 2023

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session of the City Council of Chandler, Arizona, held on the 24th day of April 2023. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of May, 2023.

_____

City Clerk

Meeting Minutes
City Council Study Session

April 24, 2023 | 6:00 p.m.
Chandler City Council Chambers
88 E. Chicago St., Chandler, AZ

Call to Order

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

Roll Call

Council Attendance

Mayor Kevin Hartke
*Vice Mayor Matt Orlando
Councilmember OD Harris
Councilmember Mark Stewart
Councilmember Christine Ellis
Councilmember Jane Poston
Councilmember Angel Encinas

Appointee Attendance

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

*Vice Mayor Orlando attended telephonically.

Scheduled Public Appearances

MAYOR HARTKE invited Councilmember Encinas to join him for the proclamations.

1. Proclamation – National Water Safety Month

MAYOR HARTKE invited Jessica Chamberlain, Recreation Supervisor and Carlos Vargas, Fire Battalion Chief, to accept.

COUNCILMEMBER ENCINAS read the proclamation.

CHIEF VARGAS said May is water safety month and invited volunteers to the Water Safety Walk at Chandler Fire Station No. 9 and a Dive In Movie at Hamilton Aquatic Center on May 6, 2023.

2. Proclamation – Fair Housing Month

MAYOR HARTKE read the proclamation and invited Victoria Disney, Housing Stability Senior Specialist; Ammena Bruno, Housing Stability Senior Specialist; Raymon Byrnes, Housing Stability Senior Specialist; Misty Gustafson, Homeless Programs Supervisor; and Riann Balch, Community Resources Manager, to accept.

MS. BALCH thanked Mayor and Council for the recognition and said Ms. Gustafson and her team have housed over 150 people in the last year and are changing people's lives every day.

3. Proclamation – Municipal Clerk's Week, April 30 - May 6, 2023

MAYOR HARTKE read the proclamation and invited Dana DeLong, City Clerk; Jennifer Ekblad, Deputy City Clerk; Jessica Sweet, Administrative Assistant Senior; Regina Guisto, Management Assistant; Ivan Enriquez, City Clerk Specialist; Ashley Torres, City Clerk Representative; and Alisha Polich-Rossetti, City Clerk Representative to accept.

MS. DELONG thanked Mayor and Council for their recognition and expressed appreciation for the City Clerk team and all their hard work.

Consent Agenda and Discussion

Discussion was held on items No. 9, 11, 16 and 17.

City Clerk

1. Approval of Minutes
   Move City Council approve the Council meeting minutes of the Work Session of April 10, 2023; the Study Session of April 10, 2023; the Work Session of April 13, 2023; and the Regular Meeting of April 13, 2023.

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

City Manager

3. Agreement No. CS1-745-4293, Amendment No. 1, for Concrete Repair and Maintenance Services
   Move City Council approve Agreement No. CS1-745-4293, Amendment No. 1, with Andrew's Concrete, Inc.; Degan Construction, LLC; Lincoln Constructors, Inc.; Precision Concrete Cutting, Inc.; Vincon Engineering Construction, LLC; and W.L. Emshoff, for concrete repair and maintenance services, in a combined amount not to exceed $1,798,000, for a one-year term, May 1, 2023, through April 30, 2024.

Cultural Development

4. Project No. CA2201.401 with Caliente Construction, Inc., Pursuant to Job Order Project No. JOC1910.401, for the Chandler Center for the Arts Backstage Restroom and Dressing Room Renovations
   Move City Council award Project No. CA2201.401 to Caliente Construction, Inc., Pursuant to Job Order Project No. JOC1910.401, for the Chandler Center for the Arts Backstage Restroom and Dressing Room Renovations, in an amount not to exceed $663,371.42.

Development Services

5. Final Plat PLT22-0014 Elux At McQueen, Located at the Southeast corner of McQueen Road and AZ Loop 202
   Move City Council approve Final Plat PLT22-0014 Elux At McQueen, as recommended by staff.

6. Final Plat Approval for PLT21-0045 Schrader Farms Business Park, Located at the Northwest Corner of Queen Creek Road and McQueen Road

   Move City Council approve Final Plat PLT21-0045 Schrader Farms Business Park, as recommended by staff.

7. Final Plat PLT22-0003 The Village at Hamilton Landing, Located at the Southwest Corner of McQueen Road and Willis Road
   Move City Council approve Final Plat PLT22-0003 The Village at Hamilton Landing, as recommended by staff.

8. Use Permit, PLH22-0045 Rezamp LLC Office #1, Located at 500 W. Chandler Blvd, Approximately 1/2 Mile West of Arizona Avenue
   Move City Council approve Use Permit PLH22-0045 Rezamp LLC Office #1, subject to the conditions recommended by Planning and Zoning Commission.

9. Use Permit, PLH23-0003 Ponderosa - Dispensary, to Allow the Collocation of an Ancillary Medical Marijuana Facility in Conjunction with its Affiliated Onsite Medical Marijuana Cultivation Site and Medical Marijuana Infusion Food Establishment, Located at 318 S. Bracken Lane, Approximately 1/8th Mile South and East of the Southeast corner of Frye and Price Roads
   Move City Council approve Use Permit PLH23-0003 Ponderosa - Dispensary, to allow the collocation of an ancillary Medical Marijuana Facility in conjunction with its affiliated onsite Medical Marijuana Cultivation Site and Medical Marijuana Infusion Food Establishment, subject to the conditions recommended by Planning and Zoning Commission.

COUNCILMEMBER ELLIS asked if there are additional changes being requested to a previously approved ordinance.

LINDSAY SCHUBE, Gammage & Burnham, Attorneys at Law, 40 N Central, said the request for a conditional use permit is in good findings with the approved ordinance and is respectfully asking for approval of that. Ms. Schube said changes that were brought forth in a previous council approved ordinance had different language for conditional use permits. Affirmative obligation is to check in every year for a conditional use permit. The option in the ordinance was every year or at the discretion of council. That is not something that is being pursued at this time.

COUNCILMEMBER ELLIS said council discretion was never discussed before and agreeing to the conditional use permit would be based on the applicant returning each year for that approval.

MAYOR HARTKE said the decision is at the will of council.

COUNCILMEMBER HARRIS asked for clarification on the language in the ordinance and if it meant in a year from now, the applicant could ask for a conditional use permit for a longer amount of time.

MAYOR HARTKE confirmed that was correct.

COUNCILMEMBER ELLIS said medical marijuana conditional use permits should be followed up on every year.

MAYOR HARTKE said this is the process, but it is up to the discretion of future council. Mayor Hartke said Ms. Schube will be back, has requested the conditional use permit and asked if that is on good legal ground.

KELLY SCHWAB, City Attorney said yes.

Facilities and Fleet

10. Agreement No. BF2-910-4446, Amendment No. 2, for Electrical Maintenance, Repair, and Installation Services
    Move City Council approve Agreement No. BF2-910-4446, Amendment No. 2, with Corbins Service Electric; DECA Southwest; Hampton Tedder Technical Services; Hawkeye Electric, Inc.; K2 Electric, LLC; and Swain Electric, Inc., for electrical maintenance, repair, and installation services, in an amount not to exceed $2,275,000, for the period of one year, beginning April 1, 2023, through March 31, 2024.

Fire Department

11. Resolution No. 5679 Authorizing a Grant Application for the Purchase of a Joint Mobile Command Center

Move City Council pass and adopt Resolution No. 5679, authorizing an application for a COPS TEP grant for the purchase of a joint mobile command center, in the amount of $680,000, and authorizing the City Manager, or a designee, to perform grant-specific negotiations and submit documentation on behalf of the City of Chandler.

THOMAS DWIGGINS, Fire Chief, said this resolution authorizes the city to apply for a grant to purchase a joint police and fire command vehicle. This was approved in a bond election in 2021. These vehicles are a scaled down version of the Emergency Operations Center that come directly to the scene. They are staffed with command officers from the Police and Fire departments to perform command and control duties. The vehicles come equipped with six independent communication consoles, an elevated camera system, a weather system, and a drone. The city of Phoenix and Mesa currently have one of these vehicles but incidents that require these type of response vehicles usually last six hours to two weeks making it difficult to keep a vehicle borrowed from another city on scene. The total cost of this vehicle is $1.25 million dollars, the grant will cover $680,000, leaving $570,000 to be covered by the city. Estimated build time of the vehicle will be 18 to 24 months.

COUNCILMEMBER ELLIS thanked Chief Dwiggins for the diligence in finding a grant and providing in depth information. Councilmember Ellis asked if the timeline was from the time of purchase to having the vehicle staffed and operational.

CHIEF DWIGGINS said credit for finding the grant goes to Ryan Peters, Strategic Initiatives Director, and his team. Chief Dwiggins said the timeline is solely for having the vehicle built to specification. The vehicle can be built quickly but then having all the specific information technology (IT) installed requires more time.

COUNCILMEMBER ELLIS asked if IT services would be provided from the city or an outside source.

CHIEF DWIGGINS said outside support from the Regional Dispatch Center to install all the communication platforms.

VICE MAYOR ORLANDO asked if there is a contingency plan for funding to keep momentum on this project.

JOSHUA WRIGHT, City Manager, said this project was advanced from the Chandler's Capital Improvement Plan (CIP) to take advantage of grant funding. There is some congressional directed spending that is behind this grant which makes it very likely to be approved. The CIP can be adjusted in the event the grant was to fall through.

COUNCILMEMBER STEWART asked what stipulations if any come with the federal grant and if the vehicle can be borrowed by the federal government.

CHIEF DWIGGINS said the only requirement in the grant was for the cost of the vehicle to be covered by the city and the rest would be covered by the grant. The vehicle is solely for use by Chandler.

COUNCILMEMBER ELLIS shared appreciation for Congressman Stanton, new legislation, and Mr. Peters for sharing Chandler's voice.

12. Agreement No. FD9-345-4024, Amendment No. 4, for Fire Emergency Medical Supplies
Move City Council approve Agreement No. FD9-345-4024, Amendment 4, with Bound Tree Medical, LLC, for fire emergency medical supplies, in an amount not to exceed $200,000, for the period of April 1, 2023, through March 31, 2024.

Information Technology

13. Agreement No. 4613, with Leapgen, LLC, for the Enterprise Resource Planning (ERP) Analysis Project
Move City Council approve Agreement No. 4613 with Leapgen, LLC, for the ERP Analysis Project, in an amount not to exceed $525,040.

14. Agreement No. 4538, Amendment No. 1, with SAR Systems, LLC, for Professional Services to Implement Position Control
Move City Council approve Agreement No. 4538, Amendment No. 1, with SAR Systems, LLC, for professional services to implement position control, increasing the spending limit by $156,000, for a revised amount not to exceed $435,300.

15. Purchase of Microsoft Software Licenses
Move City Council approve the purchase of Microsoft software licenses, from CDW-G, utilizing the Omnia Partners Contract No. 2018011-01, in an amount not to exceed $1,223,605.

Management Services

16. Resolution No. 5686 Authorizing the Submittal of a $25,000 Pass-Through Indian Gaming Grant Application from the Dignity Health Foundation – East Valley to the Fort McDowell Yavapai Nation
Move City Council pass and adopt Resolution No. 5686 authorizing the submittal of a $25,000 pass-through Indian Gaming Revenue Sharing Grant Application from the Dignity Health Foundation – East Valley to the Fort McDowell Yavapai Nation for the purchase of Point of Care Ultrasound (PoCUS) devices.

ERIC BARKYOUMB, Philanthropy Director, Dignity Health Foundation East Valley, said Dignity

Health Foundation East Valley are submitting a Pass-Through Grant Application to Fort McDowell Yavapai Nation. The requested grant amount is $25,000. If funded, the grant will be used to purchase Point of Care Ultrasound (PoCus) devices. Chandler Regional and Mercy Gilbert Medical Centers are starting Graduate Medical Education (GME). In 2028, the program will graduate 124 physicians that are hoped to practice in Arizona. There is a statistic that 50% of residents stay in the market where they received their resident training. Dignity Health is hoping to be a part of a solution for physician shortage not just here in the East Valley but globally as well. The $25,000 should be enough to purchase five PoCus devices and specifically for the Family Medicine Residency program. The intention is for the residents to train with PoCus devices during the program, for the devices to accompany the residents after they graduate and go to their practices to be able to provide this technology to the community.

COUNCILMEMBER ELLIS asked for an explanation on what the PoCUS devices do.

MR. BARKYOUMB said the device is called Vscan Air and it is a handheld portable ultrasound imaging device. It is about the size of a phone and connects to a phone or smart device with an app. The goal would be for the physician to be able to do preliminary imaging with the patient present in real time. It is all about early diagnostics, saving time and avoiding unnecessary referrals and costs.

COUNCILMEMBER ELLIS shared her appreciation of the innovation shown by Dignity. Councilmember Ellis said time and early diagnosis is essential for effective treatment.

COUNCILMEMBER HARRIS asked how the grant will benefit citizens of Chandler if the funding is being signed off by Council. If the device is going to remain with the physicians how is that benefiting Chandler citizens.

MR. BARKYOUMB said Chandler Regional will be purchasing the devices, but the devices will more than likely be moving between the city of Chandler and Gilbert as the residents travel, rotate and provide care. The equipment will remain the property of Chandler Regional. The program is projected to grow every 3 years so the ability of allowing the residents to keep the device after residency may not be feasible. Mr. Barkyoumb said the intention of that would be great, but there may be other factors to consider in that decision.

COUNCILMEMBER HARRIS asked if the devices would stay in Chandler since the funding is provided by Chandler.

MR. BARKYOUMB said that is a difficult question to answer, the main reason why the GME program is being created is to increase the number of qualified physicians in the East Valley to provide specialized care to the community. There is not a guarantee those residents will stay in the community but there are better statistics for a local residency then the current model of

recruiting. The devices leaving the community is something that can be discussed formally later with council, and it would be reported back to their partners at Fort McDowell Yavapai Nation.

COUNCILMEMBER HARRIS said the only stipulation with the grant would be that any technology invested in by Chandler would stay in the community.

MR. BARKYOUMB said that can be done.

MAYOR HARTKE asked Mr. Wright for clarification and information on pass-through grants. Mayor Hartke clarified as a pass-through grant Council does not have a say in passing it, they are acting only as an agent.

COUNCILMEMER ELLIS said that it sounded like the device would still be owned by Dignity and the residents would just be using it while in residency.

MR. BARKYOUMB said the specifics are unknown at this time and it will be about three years until the program comes to fruition. The Dignity Health clinic where the Family Medicine residents will train will need PoCus devices on site permanently for training purposes and there are other considerations to be made.

COUNCILMEMBER ELLIS said the devices will leave Chandler and then maybe come back, but some will always stay on site.

MAYOR HARTKE said congratulations on the grant being accepted.

17. Resolution No. 5688, Pension Funding and Reserve Policy Updates
    Move City Council approve Resolution No. 5688, adopting the updated Pension Funding Policy, accepting the City's share of assets and liabilities under the Public Safety Personnel Retirement System Actuarial Valuation Report, and adopting the changes to the Reserve Financial Policy.

DAWN LANG, Deputy City Manager and Chief Financial Officer said this item represents changes to pension funding and reserve policies. City of Chandler has nine financial policies approved by council that exemplify high standards of stewardship over Chandler's financial resources. These policies are guides for sound financial planning and budgeting while maintaining fiscal integrity. The first change is to the reserve policy. The reserve policy lays out and assesses risk and then determines a certain level of reserve that would be needed. The reserve defines the minimum balance that the general fund account should hold on an annual basis. The language in the financial policy currently states that it is four months of operating revenues, but it simply states operating revenues which is subject to ongoing and one-time revenues. The intent of this policy is to ensure Chandler has four months of operating revenues to sustain operations. The recommendation that was made to Mayor and Council in the second budget workshop was to add

the word ongoing. It would be calculated as four months of Chandler's ongoing operating revenues. It adds clarification to that policy and is still over the Government Finance Officers Association recommended level which is two months of operating revenues. Ms. Lang added this is a minor adjustment for clarification. This change was discussed with Chandler's financial advisor and there is no risk to the city's AAA bond rating. The second change is to the Public Safety Personnel Retirement System (PSPRS) policy. Arizona revised statute requires the policy be updated annually. When the Actuarial report is received, the assets and liabilities are required to be approved by Mayor and Council. Currently Chandler is 75.2% funded. There was an additional $50 million dollar payment authorized by mayor and council not included in this policy update. It also states within the policy the payment projected for fiscal year 2023-24. This payment is based off discussions from the second budget workshop on May 20, 2023, to pay off the PSPRS unfunded liability and secure the retirement of Chandler's Public Safety Personnel. That payment is believed to be $73 million which is stated in the policy. Ms. Lang stated both policy changes will help guide staff in preparing the proposed fiscal 2023-24 budget.

MAYOR HARTKE shared how exciting it is to be able to pay the PSPRS unfunded liability off and thanked all who contributed to achieving this long-term goal. Mayor Hartke asked how much money the City will be saving once the PSPRS unfunded liability debt is paid off and what will be the new employer contribution.

MS. LANG said current employer contribution is about $20 million annually. The annual payment includes current required contribution and back pay. It will take about four years to be realized, but ultimately it will decrease employer contribution by $10 million dollars annually. It will help decrease ongoing costs in the future and aid in keeping taxes down.

COUNCILMEMBER POSTON commended Ms. Lang and staff for diligent work and asked if the reserve contingency fund policy can be adjusted if needed.

MS. LANG said yes, these policies are at the discretion of council and can be adjusted in the future if needed.

COUNCILMEMBER STEWART thanked Mayor, Council and staff for their forethought and financial responsibility. Councilmember Stewart expressed appreciation for all the economic development being accomplished by Micah Miranda, Economic Development Director and team for working with Chamber East Valley Partnership, and Greater Phoenix Economic Council. Councilmember Stewart said hopefully this will free up ongoing dollars to be used in other areas and help decrease taxes for Chandler residents.

COUNCILMEMEBER ELLIS said the impact of paying the PSPRS unfunded liability debt off is immense and thanked Mayor, Council, and staff for all their contribution.

VICE MAYOR ORLANDO said Chandler's strategy for paying the PSPRS debt off is unlike any other and it will save taxpayers' dollars in the future.

COUNCILMEMBER HARRIS said this reaffirms our police and fire departments that they will be taken care of and this is investing in public safety. Councilmember Harris gave kudos to all who contributed to this accomplishment.

COUNCILMEMBER ENCINAS commended all who took part in this endeavor, especially Ms. Lang and her team.

18. Agreement No. MS1-926-4312, Amendment No. 2, with Emergency Environmental Services; GrayMar Environmental Services, Inc.; and Kary Environmental Services, for Emergency Environmental Response and Remediation Services
    Move City Council approve Agreement No. MS1-926-4312, Amendment No. 2, with Emergency Environmental Services; GrayMar Environmental Services, Inc.; and Kary Environmental Services, for emergency environmental response and remediation services, in a combined amount not to exceed $150,000, for the period of one year, beginning July 1, 2023, through June 30, 2024.

19. Agreement No. 4596 with Heinfeld, Meech & Co., P.C., for Audit Services
    Move City Council approve Agreement No. 4596, with Heinfeld, Meech & Co., P.C., for audit services, in an amount not to exceed $147,000, for the period of one year, beginning June 1, 2023, through May 31, 2024.

Neighborhood Resources

20. Resolution No. 5681 Approving and Authorizing the City Manager or His Designee to Execute and Submit the Community Development Block Grant Fiscal Year 2023–2024 Annual Action Plan to the United States Department of Housing and Urban Development and Execute All Subrecipient Contracts
    Move City Council pass and adopt Resolution No. 5681 approving and authorizing the City Manager or his designee to execute and submit the CDBG FY 2023–2024 Annual Action Plan to the United States Department of Housing and Urban Development (HUD), execute all subrecipient contracts and take all action necessary or prudent to implement the approved CDBG FY 2023-2024 Annual Action Plan.

21. Resolution No. 5682 Approving and Authorizing the City Manager or His Designee to Allocate Fiscal Year 2023–2024 HOME Investment Partnerships Funds in the amount of $442,726 from the Cranston-Gonzalez National Affordable Housing Act through the Maricopa HOME Consortium and Execute All Subrecipient Contracts
    Move that City Council pass and adopt Resolution No. 5682 approving and authorizing the City Manager or his designee to allocate FY 2023-2024 HOME Investment Partnerships

(HOME) Funds in the amount of $442,726 from the Cranston-Gonzalez National Affordable Housing Act through the Maricopa HOME Consortium, execute all contracts and subrecipient agreements and take all actions necessary and prudent to implement the FY 2023-2024 HOME allocations.

22. Resolution No. 5685 Approving the Renewal of an Intergovernmental Agreement Between the City of Chandler and Maricopa County to Continue the City's Participation in the Maricopa HOME Consortium for the Purpose of Receiving Federal HOME Funds
Move that City Council pass and adopt Resolution No. 5685, approving the renewal of an Intergovernmental Agreement between the City of Chandler and Maricopa County to continue the City's participation in the Maricopa HOME Consortium for the purpose of receiving federal HOME funds for the period beginning on July 1, 2023, through June 30, 2026, and for any subsequent automatic renewal periods; and authorizing the City Manager or his designee to sign all related documents on behalf of the City of Chandler.

23. Resolution No. 5687 Authorizing the Submittal of an Application for an Indian Gaming Revenue Sharing Grant to the Fort McDowell Yavapai Nation on Behalf of the Chandler Neighborhood Resources Department in the amount of $204,645
Move City Council adopt Resolution No. 5687 authorizing the submittal of an application for an Indian Gaming Revenue Sharing Grant to the Fort McDowell Yavapai Nation on behalf of the Chandler Neighborhood Resources Department in the amount of $204,645.

Public Works and Utilities

24. Final Adoption of Ordinance No. 5047, Declaring Certain Real Property As No Longer Necessary for Use as a Public Roadway, Vacating a Portion of Old Roadway Lying within the Chandler Airport to the Abutting Property Owner
Move City Council approve final adoption of Ordinance No. 5047, declaring certain real property as no longer necessary for use as a public roadway, vacating a portion of old roadway lying within the Chandler Airport to the abutting property owner, and authorizing the execution of all documents necessary to complete the abandonment.

25. Resolution No. 5676 Authorizing the Acquisition of Real Property within Germann Road, Alma School Road, and Kingbird Drive
Move Council pass and adopt Resolution No. 5676, determining that acquisition of real property within Germann Road, Alma School Road, and Kingbird Drive is a matter of public necessity; authorizing the purchase of such real property at market value plus closing and escrow costs; authorizing the City's Real Estate Administrator to sign, on behalf of the City, the purchase agreements and any other documents necessary to facilitate these acquisitions; authorizing eminent domain proceedings as needed to acquire the real property and to obtain immediate possession thereof.

26. Resolution No. 5677, Authorizing the Acquisition of Real Property As Needed for the Water Main Replacement Project on Chandler Boulevard from Dobson Road to Chippewa Place
Move City Council pass and adopt Resolution No. 5677, determining that the acquisition of real property as needed for the Water Main Replacement Project on Chandler Boulevard from Dobson Road to Chippewa Place is a matter of public necessity; authorizing the purchase of such real property at market value plus closing and escrow fees; authorizing the City's Real Estate Administrator to sign, on behalf of the City, the purchase agreements and any other documents necessary to facilitate these acquisitions; authorizing eminent domain proceedings as needed to acquire the real property and obtain immediate possession thereof; and authorizing relocation services as may be needed and required by law.

27. Professional Services Agreement No. WW2005.453, Amendment No. 1, with Dibble CM, LLC, for the Chandler Boulevard and Dobson Road Sewer and Water Improvements Construction Management Services
Move City Council award Professional Services Agreement No. WW2005.453, Amendment No. 1, to Dibble CM, LLC, for the Chandler Boulevard and Dobson Road Sewer and Water Improvements Construction Management Services, increasing the agreement limit by $1,206,398, for a revised agreement amount not to exceed $1,298,588.

28. Construction Manager at Risk Agreement No. WW2005.403, with B&F Contracting, Inc., for the Chandler Boulevard and Dobson Road Sewer and Water Improvements
Move City Council award Construction Manager at Risk Agreement No. WW2005.403 to B&F Contracting, Inc., for the Chandler Boulevard and Dobson Road Sewer and Water Improvements, in an amount not to exceed $7,689,563.73.

29. Agreement No. TR3-968-4606, with Paramount Assistant, LLC, dba Paramount Streetlight, for Streetlight Pole Replacement
Move City Council approve Agreement No. TR3-968-4606, with Paramount Assistant, LLC, dba Paramount Streetlight, for streetlight pole replacement, in an amount not to exceed $479,912.50, for a one-year term, May 1, 2023, through April 30, 2024, with the option of up to four one-year extensions.

Informational

30. Contracts and Agreements Administratively Approved, Month of March 2023

31. Claims Report for the Quarter Ended March 31, 2023

32. Study Session and Regular Minutes of March 1, 2023, Planning and Zoning Commission

Adjourn

The meeting was adjourned at 6:55 p.m.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: May 11, 2023

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Study Session of the City Council of Chandler, Arizona, held on the 24th day of April 2023. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of May, 2023.

_____

City Clerk

Meeting Minutes
City Council Special Meeting

April 27, 2023 | 4:30 p.m.
Council Chambers Conference Room
88 E. Chicago St., Chandler, AZ

Call to Order

The meeting was called to order by Mayor Kevin Hartke at 4:31 p.m.

Roll Call

Council Attendance

Mayor Kevin Hartke
Vice Mayor Matt Orlando
Councilmember Angel Encinas
Councilmember Christine Ellis
Councilmember Mark Stewart
Councilmember OD Harris
Councilmember Jane Poston

Appointee Attendance

Kelly Schwab, City Attorney
Alicia Skupin, Presiding City Magistrate

Set an Executive Session

1. Personnel Matters--A.R.S. Section 38-431.03(A)(1) – Performance Reviews of the Presiding Magistrate and City Magistrates

Action Agenda Motion and Vote

Vice Mayor Orlando moved to hold an Executive Session Meeting immediately following the Special Meeting; seconded by Councilmember Stewart.

Motion carried unanimously (7-0).

Adjourn

The meeting was adjourned at 4:32 pm.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: May 11, 2023

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of the City Council of Chandler, Arizona, held on the 27th day of April 2023. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of May, 2023.

_____

City Clerk

Meeting Minutes
City Council Regular Meeting

April 27, 2023 | 6:00 p.m.
Chandler City Council Chambers
88 E. Chicago St., Chandler, AZ

Call to Order

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

Roll Call

Council Attendance

Mayor Kevin Hartke
Vice Mayor Matt Orlando
Councilmember OD Harris
Councilmember Mark Stewart
Councilmember Christine Ellis
Councilmember Jane Poston
Councilmember Angel Encinas

Appointee Attendance

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

Invocation

The invocation was given by Pastor Keith Shepard, Church of Christ

Pledge of Allegiance

The Pledge of Allegiance was led by Councilmember Stewart.

Consent Agenda and Discussion

City Clerk

1. Approval of Minutes
   Move City Council approve the Council meeting minutes of the Work Session of April 10, 2023; the Study Session of April 10, 2023; the Work Session of April 13, 2023; and the Regular Meeting of April 13, 2023.

2. Board and Commission Appointments

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

City Manager

3. Agreement No. CS1-745-4293, Amendment No. 1, for Concrete Repair and Maintenance Services
   Move City Council approve Agreement No. CS1-745-4293, Amendment No. 1, with Andrew's Concrete, Inc.; Degan Construction, LLC; Lincoln Constructors, Inc.; Precision Concrete Cutting, Inc.; Vincon Engineering Construction, LLC; and W.L. Emshoff, for concrete repair and maintenance services, in a combined amount not to exceed $1,798,000, for a one-year term, May 1, 2023, through April 30, 2024.

Cultural Development

4. Project No. CA2201.401 with Caliente Construction, Inc., Pursuant to Job Order Project No. JOC1910.401, for the Chandler Center for the Arts Backstage Restroom and Dressing Room Renovations
   Move City Council award Project No. CA2201.401 to Caliente Construction, Inc., Pursuant to Job Order Project No. JOC1910.401, for the Chandler Center for the Arts Backstage Restroom and Dressing Room Renovations, in an amount not to exceed $663,371.42.

Development Services

5. Final Plat PLT22-0014 Elux At McQueen, Located at the Southeast corner of McQueen Road and AZ Loop 202
   Move City Council approve Final Plat PLT22-0014 Elux At McQueen, as recommended by staff.

6. Final Plat Approval for PLT21-0045 Schrader Farms Business Park, Located at the Northwest Corner of Queen Creek Road and McQueen Road
   Move City Council approve Final Plat PLT21-0045 Schrader Farms Business Park, as recommended by staff.

7. Final Plat PLT22-0003 The Village at Hamilton Landing, Located at the Southwest Corner of McQueen Road and Willis Road
   Move City Council approve Final Plat PLT22-0003 The Village at Hamilton Landing, as recommended by staff.

8. Use Permit, PLH22-0045 Rezamp LLC Office #1, Located at 500 W. Chandler Blvd, Approximately 1/2 Mile West of Arizona Avenue
   Move City Council approve Use Permit PLH22-0045 Rezamp LLC Office #1, subject to the conditions recommended by Planning and Zoning Commission.

9. Use Permit, PLH23-0003 Ponderosa - Dispensary, to Allow the Collocation of an Ancillary Medical Marijuana Facility in Conjunction with its Affiliated Onsite Medical Marijuana Cultivation Site and Medical Marijuana Infusion Food Establishment, Located at 318 S. Bracken Lane, Approximately 1/8th Mile South and East of the Southeast corner of Frye and Price Roads

   Move City Council approve Use Permit PLH23-0003 Ponderosa - Dispensary, to allow the collocation of an ancillary Medical Marijuana Facility in conjunction with its affiliated onsite Medical Marijuana Cultivation Site and Medical Marijuana Infusion Food Establishment, subject to the conditions recommended by Planning and Zoning Commission.

Facilities and Fleet

10. Agreement No. BF2-910-4446, Amendment No. 2, for Electrical Maintenance, Repair, and Installation Services

    Move City Council approve Agreement No. BF2-910-4446, Amendment No. 2, with Corbins Service Electric; DECA Southwest; Hampton Tedder Technical Services; Hawkeye Electric, Inc.; K2 Electric, LLC; and Swain Electric, Inc., for electrical maintenance, repair, and installation services, in an amount not to exceed $2,275,000, for the period of one year, beginning April 1, 2023, through March 31, 2024.

Fire Department

11. Resolution No. 5679 Authorizing a Grant Application for the Purchase of a Joint Mobile Command Center

    Move City Council pass and adopt Resolution No. 5679, authorizing an application for a COPS TEP grant for the purchase of a joint mobile command center, in the amount of $680,000, and authorizing the City Manager, or a designee, to perform grant-specific negotiations and submit documentation on behalf of the City of Chandler.

12. Agreement No. FD9-345-4024, Amendment No. 4, for Fire Emergency Medical Supplies

    Move City Council approve Agreement No. FD9-345-4024, Amendment 4, with Bound Tree Medical, LLC, for fire emergency medical supplies, in an amount not to exceed $200,000, for the period of April 1, 2023, through March 31, 2024.

Information Technology

13. Agreement No. 4613, with Leapgen, LLC, for the Enterprise Resource Planning (ERP) Analysis Project

    Move City Council approve Agreement No. 4613 with Leapgen, LLC, for the ERP Analysis Project, in an amount not to exceed $525,040.

14. Agreement No. 4538, Amendment No. 1, with SAR Systems, LLC, for Professional Services to Implement Position Control

Move City Council approve Agreement No. 4538, Amendment No. 1, with SAR Systems, LLC, for professional services to implement position control, increasing the spending limit by $156,000, for a revised amount not to exceed $435,300.

15. Purchase of Microsoft Software Licenses
Move City Council approve the purchase of Microsoft software licenses, from CDW-G, utilizing the Omnia Partners Contract No. 2018011-01, in an amount not to exceed $1,223,605.

Management Services

16. Resolution No. 5686 Authorizing the Submittal of a $25,000 Pass-Through Indian Gaming Grant Application from the Dignity Health Foundation – East Valley to the Fort McDowell Yavapai Nation
Move City Council pass and adopt Resolution No. 5686 authorizing the submittal of a $25,000 pass-through Indian Gaming Revenue Sharing Grant Application from the Dignity Health Foundation – East Valley to the Fort McDowell Yavapai Nation for the purchase of Point of Care Ultrasound (PoCUS) devices.

17. Resolution No. 5688, Pension Funding and Reserve Policy Updates
Move City Council approve Resolution No. 5688, adopting the updated Pension Funding Policy, accepting the City's share of assets and liabilities under the Public Safety Personnel Retirement System Actuarial Valuation Report, and adopting the changes to the Reserve Financial Policy.

18. Agreement No. MS1-926-4312, Amendment No. 2, with Emergency Environmental Services; GrayMar Environmental Services, Inc.; and Kary Environmental Services, for Emergency Environmental Response and Remediation Services
Move City Council approve Agreement No. MS1-926-4312, Amendment No. 2, with Emergency Environmental Services; GrayMar Environmental Services, Inc.; and Kary Environmental Services, for emergency environmental response and remediation services, in a combined amount not to exceed $150,000, for the period of one year, beginning July 1, 2023, through June 30, 2024.

19. Agreement No. 4596 with Heinfeld, Meech & Co., P.C., for Audit Services
Move City Council approve Agreement No. 4596, with Heinfeld, Meech & Co., P.C., for audit services, in an amount not to exceed $147,000, for the period of one year, beginning June 1, 2023, through May 31, 2024.

Neighborhood Resources

20. Resolution No. 5681 Approving and Authorizing the City Manager or His Designee to Execute and Submit the Community Development Block Grant Fiscal Year 2023–2024

Annual Action Plan to the United States Department of Housing and Urban Development and Execute All Subrecipient Contracts
Move City Council pass and adopt Resolution No. 5681 approving and authorizing the City Manager or his designee to execute and submit the CDBG FY 2023–2024 Annual Action Plan to the United States Department of Housing and Urban Development (HUD), execute all subrecipient contracts and take all action necessary or prudent to implement the approved CDBG FY 2023-2024 Annual Action Plan.

21. Resolution No. 5682 Approving and Authorizing the City Manager or His Designee to Allocate Fiscal Year 2023–2024 HOME Investment Partnerships Funds in the amount of $442,726 from the Cranston-Gonzalez National Affordable Housing Act through the Maricopa HOME Consortium and Execute All Subrecipient Contracts
Move that City Council pass and adopt Resolution No. 5682 approving and authorizing the City Manager or his designee to allocate FY 2023-2024 HOME Investment Partnerships (HOME) Funds in the amount of $442,726 from the Cranston-Gonzalez National Affordable Housing Act through the Maricopa HOME Consortium, execute all contracts and subrecipient agreements and take all actions necessary and prudent to implement the FY 2023-2024 HOME allocations.

22. Resolution No. 5685 Approving the Renewal of an Intergovernmental Agreement Between the City of Chandler and Maricopa County to Continue the City's Participation in the Maricopa HOME Consortium for the Purpose of Receiving Federal HOME Funds
Move that City Council pass and adopt Resolution No. 5685, approving the renewal of an Intergovernmental Agreement between the City of Chandler and Maricopa County to continue the City's participation in the Maricopa HOME Consortium for the purpose of receiving federal HOME funds for the period beginning on July 1, 2023, through June 30, 2026, and for any subsequent automatic renewal periods; and authorizing the City Manager or his designee to sign all related documents on behalf of the City of Chandler.

23. Resolution No. 5687 Authorizing the Submittal of an Application for an Indian Gaming Revenue Sharing Grant to the Fort McDowell Yavapai Nation on Behalf of the Chandler Neighborhood Resources Department in the amount of $204,645
Move City Council adopt Resolution No. 5687 authorizing the submittal of an application for an Indian Gaming Revenue Sharing Grant to the Fort McDowell Yavapai Nation on behalf of the Chandler Neighborhood Resources Department in the amount of $204,645.

Public Works and Utilities

24. Final Adoption of Ordinance No. 5047, Declaring Certain Real Property As No Longer Necessary for Use as a Public Roadway, Vacating a Portion of Old Roadway Lying within the Chandler Airport to the Abutting Property Owner

Move City Council approve final adoption of Ordinance No. 5047, declaring certain real property as no longer necessary for use as a public roadway, vacating a portion of old roadway lying within the Chandler Airport to the abutting property owner, and authorizing the execution of all documents necessary to complete the abandonment.

25. Resolution No. 5676 Authorizing the Acquisition of Real Property within Germann Road, Alma School Road, and Kingbird Drive
Move Council pass and adopt Resolution No. 5676, determining that acquisition of real property within Germann Road, Alma School Road, and Kingbird Drive is a matter of public necessity; authorizing the purchase of such real property at market value plus closing and escrow costs; authorizing the City's Real Estate Administrator to sign, on behalf of the City, the purchase agreements and any other documents necessary to facilitate these acquisitions; authorizing eminent domain proceedings as needed to acquire the real property and to obtain immediate possession thereof.

26. Resolution No. 5677, Authorizing the Acquisition of Real Property As Needed for the Water Main Replacement Project on Chandler Boulevard from Dobson Road to Chippewa Place
Move City Council pass and adopt Resolution No. 5677, determining that the acquisition of real property as needed for the Water Main Replacement Project on Chandler Boulevard from Dobson Road to Chippewa Place is a matter of public necessity; authorizing the purchase of such real property at market value plus closing and escrow fees; authorizing the City's Real Estate Administrator to sign, on behalf of the City, the purchase agreements and any other documents necessary to facilitate these acquisitions; authorizing eminent domain proceedings as needed to acquire the real property and obtain immediate possession thereof; and authorizing relocation services as may be needed and required by law.

27. Professional Services Agreement No. WW2005.453, Amendment No. 1, with Dibble CM, LLC, for the Chandler Boulevard and Dobson Road Sewer and Water Improvements Construction Management Services
Move City Council award Professional Services Agreement No. WW2005.453, Amendment No. 1, to Dibble CM, LLC, for the Chandler Boulevard and Dobson Road Sewer and Water Improvements Construction Management Services, increasing the agreement limit by $1,206,398, for a revised agreement amount not to exceed $1,298,588.

28. Construction Manager at Risk Agreement No. WW2005.403, with B&F Contracting, Inc., for the Chandler Boulevard and Dobson Road Sewer and Water Improvements
Move City Council award Construction Manager at Risk Agreement No. WW2005.403 to B&F Contracting, Inc., for the Chandler Boulevard and Dobson Road Sewer and Water Improvements, in an amount not to exceed $7,689,563.73.

29. Agreement No. TR3-968-4606, with Paramount Assistant, LLC, dba Paramount Streetlight, for Streetlight Pole Replacement
Move City Council approve Agreement No. TR3-968-4606, with Paramount Assistant, LLC, dba Paramount Streetlight, for streetlight pole replacement, in an amount not to exceed $479,912.50, for a one-year term, May 1, 2023, through April 30, 2024, with the option of up to four one-year extensions.

Consent Agenda Motion and Vote

Vice Mayor Orlando moved to approve the Consent Agenda of the April 27, 2023, Regular City Council Meeting; Seconded by Councilmember Harris.

Motion carried unanimously (7-0).

Informational

30. Contracts and Agreements Administratively Approved, Month of March 2023

31. Claims Report for the Quarter Ended March 31, 2023

32. Study Session and Regular Minutes of March 1, 2023, Planning and Zoning Commission

Unscheduled Public Appearances

YI WANG, 850 W. Oriole Way, shared information about the Silver Sneakers program.

VICE MAYOR ORLANDO asked staff to look into this.

Current Events

Mayor's Announcements

MAYOR HARTKE shared that May is Water Safety Month. Chandler Fire, Aquatics, and Police work together to share water safety resources.

MAYOR HARTKE shared the Saturday, May 6 Water Watch and Dive In Movie event at Hamilton Aquatic Center at 6:00 p.m.

MAYOR HARTKE announced the Monday, May 1 Police Fallen Officers Event at the Public Safety Memorial Plaza at 8:00 a.m.

MAYOR HARTKE commented that the East Valley Mayor Prayer event was a success, partnered with the YMCA. Thursday, May 4 there will be a Salt River Pima Maricopa Day of Prayer event.

MAYOR HARTKE congratulated Basha High school for their marching band state championship, they are moving on to compete in Hawai'i.

Council's Announcements

COUNCILMEMBER ELLIS shared the Inaugural Women Empowerment Luncheon is approaching, it will be held Friday, May 12 at Chandler Center for the Arts at 10:30 a.m.

COUNCILMEMBER STEWART congratulated competitors in state softball and baseball.

COUNCILMEMBER STEWART commented that the ribbon cutting for Edwards Vacuum was a success

COUNCILMEMBER HARRIS shared that April is Autism Awareness Month.

COUNCILMEMBER POSTON shared that it is time for the Summer Reading Challenge, the program begins June 1, 2023, and is open to all ages through the Chandler Public Library.

City Manager's Announcements

JOSHUA WRIGHT, City Manager, shared that Micah Miranda, Economic Development Director, is being recognized in Tucson by the Arizona Association for Economic Development for Economic Developer of the Year award.

Adjourn

The meeting was adjourned at 6:16 p.m.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: May 11, 2023

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of Regular Meeting of the City Council of Chandler, Arizona, held on the 27th day of April 2023. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of May, 2023.

_____

City Clerk

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

Date:	May 08, 2023
To:	Vice Mayor and City Council
From:	Mayor Kevin Hartke
Subject:	Board and Commission Appointments

Proposed Motion:

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

Mayor's Committee for People with Disabilities

Appoint Justine McDilda

Transportation Commission

David Lucas

City Council Memorandum Community Services Memo No. CP23-134

Date: May 08, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager | CFO
John Sefton, Community Services Director
Kimberly Moon, Capital Projects Manager
From: Vivianna Barrientes, Engineering Project Manager
Subject: Professional Services Agreement No. PR2107.203 for Design Services with Dig Studio, Inc. for the Gazelle Meadows Park Renovations

---

Proposed Motion:

Move City Council award Professional Services Agreement No. PR2107.203 to Dig Studio, Inc., for the Gazelle Meadows Park Renovations Design Services, in an amount not to exceed $201,564.

Background/Discussion:

Gazelle Meadows Park is an 8.40-acre neighborhood park located at 500 N. Exeter Street. This park serves the recreational needs for the residents in the square mile bordered by Ray Road, Arizona Avenue, Chandler Boulevard, and McQueen Road. The park was originally developed as a retention basin in 1985. Park amenities were added in 1992. Existing amenities include a shaded playground, ramada, open space turf, lighted walking paths, and landscaping.

As with all City of Chandler park development/renovation projects, public input plays an important role in ensuring the ideas, issues, and/or concerns of Chandler residents are heard. The public input process for this project has been particularly robust. On September 30, 2022, City staff attended the City of Chandler's Contigo event held at Galveston Elementary School, which is the nearest school site to Gazelle Meadows Park. At this event, residents were asked what park improvements they would like to see completed. In addition to this event, residents were asked to complete an online survey regarding the park. On October 20, 2022, staff facilitated an in-person public input meeting at Galveston

Elementary School. Finally, on February 6, 2023, staff attended and presented at a meeting of the Galveston Stakeholders, an informal group of neighborhood leaders and organizations convened by the City to coordinate community engagement and enhancement efforts in the area. Through public meetings and the survey, residents expressed a desire for the following improvements: lighted basketball court, additional playground equipment, additional shade, additional picnic ramadas, outdoor exercise equipment, skate plaza, parking, updated landscaping, and new site furnishings (chilled drinking fountain, seating, picnic tables, trash cans). These requests will be incorporated, as feasible, into the formal design process.

This project is part of an ongoing, multidisciplinary effort to enhance community amenities in the Galveston neighborhood. Previously, City Council approved design contracts for storm system improvements (December 2021) and sewer and water improvements (August 2022), as well as pre-construction services (December 2022). The projects are being funded from various sources, but are being centrally coordinated by the City to ensure a seamless overall process and maximum positive impact on the neighborhood. To that end, it is anticipated a single contractor will be used to construct all the improvements, which include drainage, utilities, streetscape, and park enhancements.

The consultant's scope of work for this contract includes data acquisition, meetings, site visits, survey, utility coordination, geotechnical evaluation, drainage analysis, design services for landscape, civil, structural and electrical engineering, plans, specifications, and cost estimate. The contract completion time is 240 calendar days following Notice to Proceed.

Evaluation:

The selection process was conducted in accordance with City policy and procedure and State law. This project is being performed under the On-Call Consultant Pre-Qualified List for Parks & Landscape Services. Staff recommends approval of this agreement with Dig Studio, Inc., based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

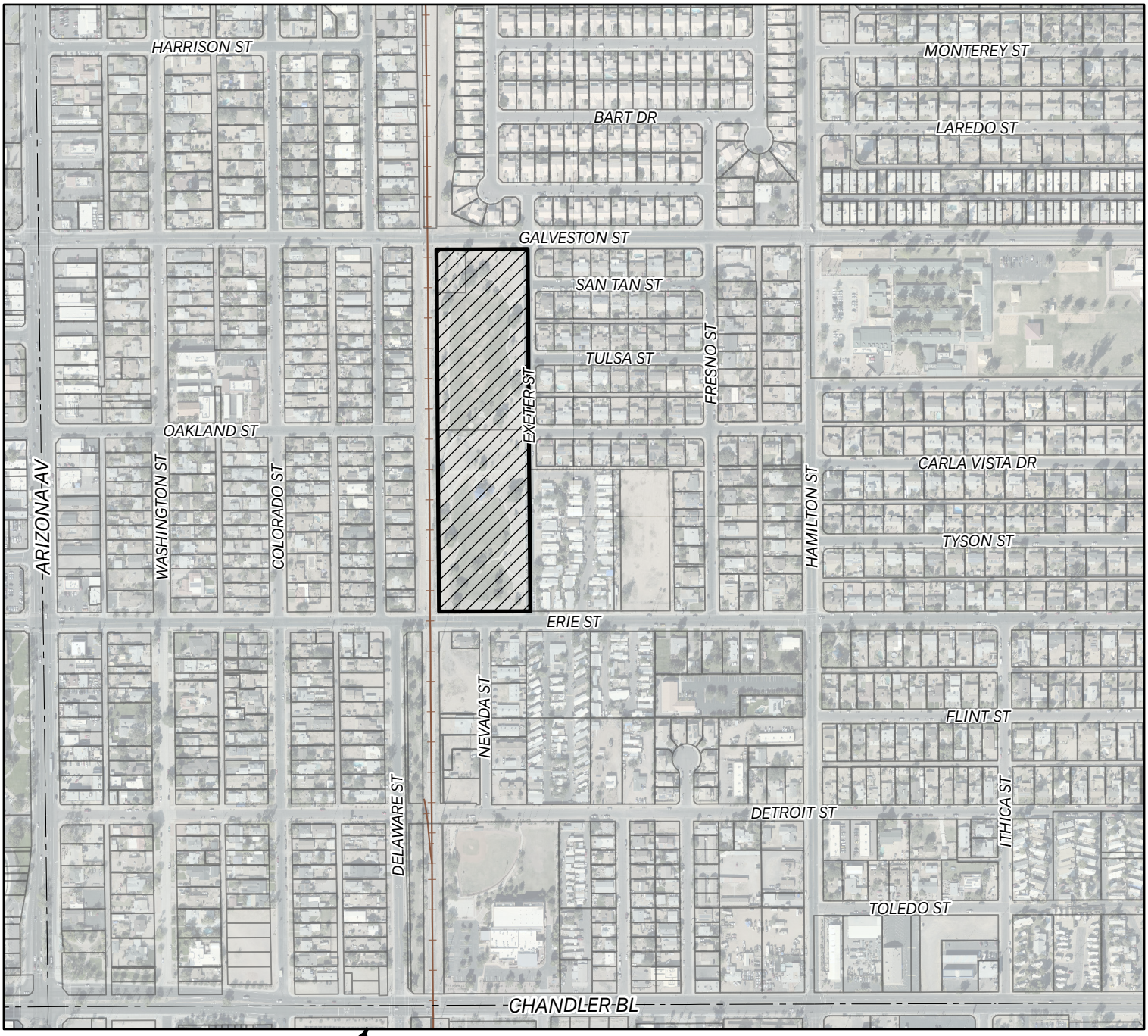
Fiscal Impact

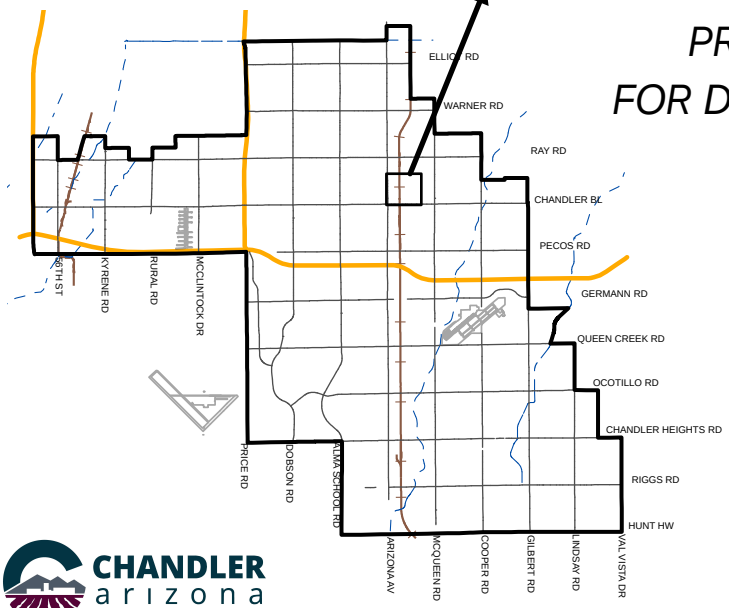
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N

401.4580.6110.6PR653	General Capital Projects Fund	Gazelle Meadows Park	$201,564.00	Y

Attachments

PR2107.203, CP23-134 Map Agreement





PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES WITH DIG STUDIO, INC. FOR THE GAZELLE MEADOWS PARK RENOVATIONS PROJECT NO. PR2107.203

MEMO NO. CP23-134

PROJECT AREA

CHANDLER arizona

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcGISPro_Shared\Map Requests\Capital Projects\2023\Capital_Projects_Map_Requests_2023\Capital_Projects_Map_Requests_2023.aprx 3/30/2023 MaricelaH

PROFESSIONAL SERVICES AGREEMENT
Design Services
GAZELLE MEADOWS PARK RENOVATIONS

Project No. PR2107.203

Council Date: May 11, 2023 Item No.

This Agreement ("Agreement") is made and entered into on the _____ day of_____, 2023 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City''), and **Dig Studio, Inc.**, a Colorado corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide Design Services for **GAZELLE MEADOWS PARK RENOVATIONS** project as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.

B. Consultant is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.

C. City desires to enter into an Agreement with Consultant to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Consultant agree as follows:

SECTION I--CONSULTANT'S SERVICES

Consultant must perform the services described in **Exhibit "A"** to City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Consultant under this Agreement must be performed in a skilled and workmanlike manner. All fixtures, furnishings, and equipment furnished by Consultant as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **240** calendar days after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed **$201,564** for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

As part of Consultant's services under this Agreement, City will provide furnished items, services, or obligations as detailed in **Exhibit "D"**.

SECTION V--GENERAL CONDITIONS

5.1 Notices. Unless otherwise provided herein, demands under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

To City:	City of Chandler - Public Works & Utilities Department Attn: CIP City Engineer: Kimberly Moon, P.E. P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3349 Email: kimberly.moon@chandleraz.gov	
With a copy to:	City of Chandler - Public Works & Utilities Department Attn: Vivianna Barrientes, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3314 Email: Vivianna.barrientes@chandleraz.gov	
To Consultant:	**LEGAL COMPANY NAME:**	Dig Studio, Inc.
	Mailing Address:	1521 15th Street Denver, CO 80202
	Physical Address:	3003 N. Central Ave., Suite 800 Phoenix, AZ 85012
	Statutory Agent Name:	Laurel S. Raines
	Statutory Agent Mailing Address:	1521 15th Street Denver, CO 80202
	Statutory Agent Physical Address:	1521 15th Street Denver, CO 80202
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Jay Hicks
	Title:	Sr. Principal
	Phone:	602-363-1890
	Email:	jay@digstudio.com

5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement (this requirement is increased to five years if construction of this project is federally funded). City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final Agreement payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its Agreements with subconsultants who provide services under the Agreement to ensure that City, its authorized representative, or the appropriate federal agency, has access to the subconsultants' records to verify the

accuracy of all cost and pricing data. City reserves the right to decrease Agreement price or payments made on this Agreement or request reimbursement from Consultant following final payment on this Agreement if the above provision is not included in subconsultant agreements, and one or more subconsultants refuse to allow City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, Consultant will be liable for reimbursement of the reasonable, actual cost of the audit.

5.3 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by City. However, before any modified work is started, a written amendment must be approved and executed by City and Consultant. Such amendment must not be effective until approved by City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to Consultant may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra services or materials furnished by Consultant will be allowed by City except as provided herein, nor must Consultant do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by Consultant without prior written authorization will be at Consultant's own risk, cost, and expense, and Consultant hereby agrees that without written authorization Consultant will make no claim for compensation for such work or materials furnished.

5.4 Termination. City and Consultant hereby agree to the full performance of the covenants contained herein, except that City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by Consultant. In the event City abandons or suspends the services, or any part of the services as provided in this Agreement, City will notify Consultant in writing and immediately after receiving such notice, Consultant must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, Consultant must deliver to City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by City. Consultant must appraise the work Consultant has completed and submit Consultant's appraisal to City for evaluation. City may inspect Consultant's work to appraise the work completed. Consultant will receive compensation in full for services performed to the date of such termination. The fee will be paid in accordance with Section Ill of this Agreement, and as mutually agreed upon by Consultant and City. If there is no mutual agreement on payment, the final determination will be made in accordance with the "Disputes" provision in this Agreement. However, in no event may the fee exceed the fee set forth in Section Ill of this Agreement nor as amended in accordance with Section "Alteration in Character of Work." City will make the final payment within 60 days after Consultant has delivered the last of the partially completed items and the Parties agree on the final fee. If City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.5 Indemnification. To the extent permitted by law, the Consultant ("Indemnitor") must indemnify, save and hold harmless City and its officers, officials, agents and employees ("Indemnitee") from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) ("Claims") caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Consultant or any of its owners, officers, directors, agents, employees, or subconsultants in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Consultant must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. Consultant is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Consultant agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of Consultant under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Consultant must procure insurance under the terms and conditions and for the amounts of coverage set forth in **Exhibit "C"** against claims that may arise from or relate to performance of the work under this Agreement by Consultant and its agents, representatives, employees, and subconsultants. Consultant and any subconsultant must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. City in no way warrants that the minimum limits stated in **Exhibit "C"** are sufficient to protect Consultant from liabilities that might arise out of the performance of the work under this Agreement by Consultant, Consultant's agents, representatives, employees, or subconsultants. Consultant is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. Consultant agrees to provide City such other duly executed documents as may be reasonably requested by City to implement the intent of this Agreement.

5.8 Successors and Assigns. City and Consultant each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither City nor Consultant may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and City.

5.9 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between Consultant and City, the final determination at the administrative level will be made by City Engineer.

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for the completeness and accuracy of Consultant's services, data, and other work prepared or compiled under Consultant's obligation under this Agreement and must correct, at Consultant's expense, all willful or negligent errors, omissions, or acts that may be discovered. Correction of errors disclosed and determined to exist during any construction of the project on architectural or engineering drawings and specifications must be accomplished by Consultant. The cost of the design necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional construction costs caused by such engineering or architectural errors will be chargeable to Consultant and will not be considered a cost of the Work. The fact that City has accepted or approved Consultant's work will in no way relieve Consultant of any of Consultant's responsibilities.

5.11 Reporting. Written monthly reports, along with updated work schedules, will be made by Consultant in the format prescribed by City. These reports will be delivered to City per schedule. When requested by City, Consultant will attend Council meetings and provide finished documents including correspondence for Council action, supporting charts, graphs, drawings and colored slides of same.

5.12 Withholding Payment. City reserves the right to withhold funds from Consultant's payments up to the amount equal to the claims City may have against Consultant until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Consultant. For this Agreement Consultant constitutes an independent contractor. Any provisions in this Agreement that may appear to give City the right to direct Consultant as to the details of accomplishing the work or to exercise a measure of control over the work means that Consultant must follow the wishes of City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, Consultant must submit to City detailed resumes of key personnel that will be involved in performing services prescribed in the Agreement. City hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that Consultant desires to change key personnel while performing under the Agreement, Consultant must submit the qualifications of the new personnel to City for prior approval. Key personnel include, but are not limited to, principals-in-charge, project manager, and project Consultant. Consultant will maintain an adequate and competent staff of qualified persons, as may be determined by City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If City objects, with reasonable cause, to any of Consultant's staff, Consultant must take prompt corrective action acceptable to City and, if required, remove such personnel from the Project and replace with new personnel agreed to by City.

5.16 Consultants or Subconsultants. Prior to beginning the work, Consultant must furnish City for approval the names of consultants or subconsultants to be used under this Agreement.

Any subsequent changes are subject to City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Consultant understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. Consultant agrees to comply with these laws in performing this Agreement and to permit City to verify such compliance.

5.19 No Israel Boycott. By entering into this Agreement, Consultant certifies that Consultant is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits City from awarding an Agreement to any consultant who fails, or whose subconsultants fail, to comply with A.R.S. § 23-214(A). Therefore, Consultant agrees Consultant and each subconsultant it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Consultant's or subconsultant's employee who provides services under this Agreement to ensure that Consultant and subconsultants comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit City from awarding an Agreement to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of Agreement award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Consultant warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Consultant's firm. For breach or violation of this warrant, City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must

not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to City's Interests. To evaluate and avoid potential conflicts of interest, Consultant must provide written notice to City, as set forth in this Section, of any work or services performed by Consultant for third parties that may involve or be associated with any real property or personal property owned or leased by City. Such notice must be given 7 business days prior to commencement of the services by Consultant for a third party, or 7 business days prior to an adverse action as defined below. Written notice and disclosure must be sent in accordance with Section 6.7 above. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against City; or (c) using data to produce income for Consultant or its employees independently of performing the services under this Agreement, without the prior written consent of City. Consultant represents that except for those persons, entities, and projects identified to City, the services performed by Consultant under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to City's interests. Consultant's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, "data" means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Consultant or its subconsultants in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Consultant or its subconsultants in connection with Consultant's or its subconsultant's performance of this Agreement is confidential and proprietary information belonging to City. Except as specifically provided in this Agreement, Consultant or its subconsultants must not divulge data to any third party without City's prior written consent. Consultant or its subconsultants must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to Consultant or its subconsultants have first given the required notice to City: (a) data which was known to Consultant or its subconsultants prior to its performance under this Consultant or its subconsultants by a third party, who to the best of Consultant's or its subconsultants' knowledge and belief, had the legal right to make such disclosure and Consultant or its subconsultants are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which Consultant or its subconsultants are subject. In the event Consultant or its subconsultants are required or requested to disclose data to a third party, or any other information to which Consultant or its subconsultants became privy as a result of any other Agreement with City, Consultant must first notify City as set forth in this Section of the request or demand for the data. Consultant or its subconsultants must give City sufficient facts so

that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure. All data must continue to be subject to the confidentiality agreements of this Agreement. Consultant or its subconsultants assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate City if any of the provisions of this Section are violated by Consultant, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Consultant or its subconsultants. At a minimum, Consultant or its subconsultants must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Consultant or its subconsultants in connection with this Agreement is believed to have been compromised, Consultant or its subconsultants must immediately notify City contact. Consultant agrees to reimburse City for any costs incurred by City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Consultant agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Consultant. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Consultant or its subconsultants under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by Consultant must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this

Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.32 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than City and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in **Exhibit "A"**, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to Consultant, which are identified by City as sensitive and confidential, are City's property. The document/material must be issued by and returned to City upon completion of the services under this Agreement. Consultant secondary distribution, disclosure, copying, or duplication in any manner is prohibited without City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.37 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A - Scope of Services / Schedule
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – Federal Requirements (if applicable)

5.38 Special Conditions. As part of the services Consultant provides under this Agreement, Consultant agrees to comply with and fully perform the special terms and conditions set forth in **Exhibit "D"**, which is attached to and made a part of this Agreement.

5.39 Non-Discrimination and Anti-Harassment Laws. Consultant must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.40 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Consultant must maintain all applicable City, state, and federal licenses and permits required to fully perform Consultant's services under this Agreement.

5.41 Warranties. Consultant must furnish a one-year warranty on all work and services performed under this Agreement. Consultant must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Consultant, subconsultants or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Consultant (including, but not limited to, all parts and labor) at Consultant's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to City on or before City's final acceptance of Consultant's services under this Agreement.

5.42 Cooperative Purchasing Agreement (S.A.V.E. – Strategic Alliance for Volume Expenditures). In addition to City of Chandler and with the approval of Consultant, this Agreement may be extended for use by other municipalities, school districts, and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter, or procurement rules and regulations of the respective political entity.

5.43 Budget Approval into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council.

5.44 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.45 License to City for Reasonable Use. With this Agreement, Consultant and its subconsultants hereby grant a license to City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Documents, works or deliverables developed or created as a result of the Project and this Agreement. This license also includes the making of derivative works.

This Agreement will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

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

"CITY" CITY OF CHANDLER

MAYOR

RECOMMENDED BY:

Kimberly Moon, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"CONSULTANT"
Dig Studio, Inc.

04/12/2023

Signature Date

Jay Hicks

Print Name

Sr. Principal

Title

jay@digstudio.com

Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

City of Chandler Gazelle Meadows Park

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

1. PROJECT DESCRIPTION & SCOPE OF CONSTRUCTION:

1.1 Consultant will provide services for the conceptual design for the re-development of Gazelle Meadows located at E. Eerie St. and N. Exeter St., Chandler, Arizona, all as more specifically described herein below.

1.2 The facility design may include, but not be limited to, Play Structures, Multi-use Turf, Court Games, Ramadas, Parking, Walking Paths and other associated functions. The exterior improvements may include: A more detailed description of City's concept is included herein as part of Exhibit A.

1.3 The project design, construction, furnishing and equipping budget is $3.9M ($2.75M Construction). All design, construction and furnishing of the project will be completed within this budget.

1.4 Consultant will provide all design services for the Project including, but not limited to, normal landscape, civil, mechanical and electrical engineering services.

2. ASSIGNMENT:

2.1 The design Agreement has been awarded to an architect based on their proposed personnel and specified consultants. Any deviations or substitutions of these team members must be pre-approved in writing by City. Those persons listed in Exhibit B will perform those portions of the work listed therein.

3. PROJECT SCHEDULE:

3.1 Consultant must perform the services within the times set forth in the Production Schedule included herein and made a part hereof by reference.

3.2 Consultant must adhere to the Production Schedule described herein and such schedule may not be modified or deviated from without written consent of City. Consultant must revise and submit for review an updated schedule whenever it is demonstrated that the time for completion of the Project Design or of any of the partial completion points listed in the schedule is delayed by two weeks or more. Such adjusted schedule will include a written explanation stating the reasons for

the change and a plan for getting back on schedule. Consultant must take all reasonable actions necessary to get the project back on schedule and City will cooperate to assist Consultant.

4. QUALITY CONTROL:

4.1 Consultant must institute and comply with the Design Quality Control Plan attached hereto and made a part hereof by reference.

5. PRELIMINARY RESEARCH:

5.1 As and for preliminary research before preparing the project design, Consultant will:

a. Perform a Document Search for utility as-builts.
b. Perform a Document search for rights-of-way.
c. Perform a Document search for survey ties and benchmarks.
d. Perform a Document search for City policies, regulations, standards, design manuals, and requirements, etc. relevant to project.
e. Research and/or obtain geotechnical reports and investigations, master plans, computer model data and field surveys.
f. Research all utility companies/agencies and acquire all available as-built and utility records.
g. Investigate existing conditions, make measured drawings, and verify accuracy of drawings or other information furnished by City.
h. Consultant must provide a survey of the project area that includes complete topographical and property data of the immediate site. Design must utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans. Clearly define the benchmark location and elevation that will be utilized for construction of this facility.

6. UTILITY/AGENCY COORDINATION:

6.1 Coordination with utility companies and agencies must be in accordance with the latest version of the “Public Improvement Project Guide” (PIPG).

6.2 Consultant must identify utility conflicts during the initial stages of the design process.

6.3 Consultant must coordinate the design and installation of the utilities, which includes, but is not limited to, services for electric, communications, water, storm drainage, irrigation and sanitary systems, etc.

6.4 Easements for these utilities must be identified early in the design stage of the project and necessary information provided to City's Real Estate Department to allow City to complete acquisition during the design phase.

6.5 Consultant must submit preliminary plans, specifications, and design calculations to utilities/agencies for review and use during their design for their service improvements or any necessary relocations.

6.6 Consultant must conduct utility meetings to coordinate relocations with utility/agency and establish relocation schedules.

6.7 Consultant must follow-up with the final design submittal for utility construction and coordination with the bid documents.

6.8 Consultant must incorporate the utility/agency private developer construction requirements into the bid documents.

7. GEOTECHNICAL INVESTIGATION:

7.1 City to provide Geotechnical Report conducted as part of the Detroit Basin project. Consultant may perform additional pavement borings or potholing necessary to complete their work.

7.2 Sub-surface soil conditions, established by the geotechnical investigations, must be incorporated into the bid documents in a manner usable to the excavation and foundation bidding and construction.

8. PROGRAMMING:

8.1 Consultant must meet with City staff to ascertain the requirements of the Project and will arrive at a mutual understanding of such requirements.

8.2 Consultant must facilitate 1 "sub-committee" meetings to gather pertinent information from:

a. City staff

8.3 Consultant must prepare a "Program" which will include:

a. Complete documentation of site survey from preliminary work
b. Define new park component space requirements and amenities necessary to accommodate planned activities within the park
c. Define site requirements
d. Create a matrix of spaces, sizes and amenities

8.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, Consultant must prepare, for approval by City, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of the Project components.

9. SCHEMATIC DESIGN (30% Document Review):

9.1 When the design is approximately thirty percent complete, Consultant must do the following:

a. Prepare a 30% Construction Document package. 24 x 36 set of plans shall be submitted to parks staff for review.
b. Present initial schemes to City and its representatives (to potentially include a contractor). Staff will collaborate with designers to manipulate the plans and mutually decide on the best scheme.
c. The final scheme must incorporate City's comments (and potentially a contractors' comments) and be cleaned up for reference and presentation to City Council if requested.
d. Complete a drainage analysis and provide solutions to mitigate the runoff.
e. Identify all necessary offsite improvements such as: streets, utilities, railroad, irrigation, etc., and depict the scope in a schematic design plan.
f. Submit the project to City (Parks) for a Standards review.
g. Prepare a construction cost estimate for verification with the budget and re-design as necessary to re-align the design with the construction budget.
h. Submit to City's Project Manager for comment two complete drawing sets with drainage & structural calculations, one of which must be reproducible.

10. DESIGN DEVELOPMENT (60% Document Review):

10.1 Based on the approved Schematic Design Documents and any adjustments authorized by City in the program, schedule or construction budget, Consultant must prepare, for approval by City, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. When the design is approximately sixty percent (60%), Consultant must do the following:

a. Allow and invite the Owner's Representative to attend the regular weekly design coordination meetings.
b. Develop a site plan. Design must utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans.
c. Collaborate with City to define their requirements for building systems.

d. City Template shall be used to create outline of specification.
e. Prepare plans, elevations, sections, schedules and notes as required to fix and describe the project as to civil, architectural, structural, mechanical, electrical, and special systems. Prepare plans, elevations, sections, schedules, notes and specifications as required to be able to bid and construct the project in its entirety.
    i. Hardscape Plans – Dig, in coordination with their design team, will prepare construction documents based on the approved layout of the design and any adjustments to the probable cost. The hardscape plan will utilize horizontal and vertical control coordinate points for staking the location of paving, planting, sport court, etc. The materials and finishes of the hardscape will be identified and detailed on the plan. Dig will provide installation details for all hardscape components. All structural components will be coordinated with the project structural engineer and the hardscape plans will reference the details shown on the structural plans if needed. It is anticipated that structural design will be required for the post-tension sport court and possible modifications to the existing ramada.
    ii. Landscape Plans – Dig will prepare the landscape construction documents that respond to the hardscape/site plan and any adjustments to the probable cost. The landscape plan will identify the final locations of inert groundcover for dust control and the location of new plant and relocated material. The plan will also include a complete plant key, materials schedule, and quantities. Dig will provide installation details for all landscape components.
    iii. Irrigation Plans – Dig's subconsultant will prepare an overall irrigation plan in the area impacted by the new sport court improvements. An Optional Design is included in this proposal that address possible irrigation upgrades to the existing park irrigation system.
    iv. Grading, Drainage and Utility Plans – Dig's subconsultant will prepare the grading and drainage plans that work within the parameter of the existing retention basin. It is anticipated that building review will require an engineer's evaluation of the existing retention basin volume and an evaluation of any new improvements may have on the volume. Note: the addition of the sport court should not impact the retention volume, but building review may require an engineer's statement of "no impact".
    v. Electrical Plans – Digs' subconsultant will prepare electrical designs for the park and open space improvements. The drawings will support the new park improvements. Note: The lighting has been

replaced with LED's, new lighting would include the sport court and possible new ramada lighting.

f. Perform code reviews and implement requirements into the design documents.
g. Consultant is required to review and complete the City's Constructability Review Checklist. All applicable checklist items are required to be incorporated in the design documents.
h. Value Engineer the design cooperatively with the entire design team and City's representatives. This effort will occur as early as effectively possible and consist of a focused meeting addressing: relationships of components, construction materials, and building systems.
i. Prepare a construction cost estimate for verification with the budget. Re-design as necessary to re-align the design with the construction budget.
j. Conduct a full document set (plans & specs) review in the presence of all consultants and City's representatives and any other stakeholders.
k. Submit to City's Project Manager and City On-line Portal complete drawing sets, specifications, drainage & structural calculations. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.
l. Schedule review meeting with plan check staff to discuss review comments. Clarify with the plan check staff what the design challenges are and decide the method in which they will be resolved.

11. CONSTRUCTION DOCUMENTS (90% Document Review):

11.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by City, Consultant must prepare, for approval by City, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. When the design is approximately ninety percent (90%) complete Consultant must do the following:

a. Prepare plans, elevations, sections, schedules, notes and specifications as required to be able to bid and construct the project in its entirety.

vi. Hardscape Plans – Dig, in coordination with their design team, will prepare construction documents based on the approved layout of the design and any adjustments to the probable cost. The hardscape plan will utilize horizontal and vertical control coordinate points for staking the location of paving, planting, sport court, etc. The materials and finishes of the hardscape will be identified and detailed on the plan. Dig will provide installation details for all hardscape components. All structural components will be coordinated with the project structural engineer and the

hardscape plans will reference the details shown on the structural plans if needed. It is anticipated that structural design will be required for the post-tension sport court and possible modifications to the existing ramada.

vii. Landscape Plans – Dig will prepare the landscape construction documents that respond to the hardscape/site plan and any adjustments to the probable cost. The landscape plan will identify the final locations of inert groundcover for dust control and the location of new plant and relocated material. The plan will also include a complete plant key, materials schedule, and quantities. Dig will provide installation details for all landscape components.

viii. Irrigation Plans – Dig's subconsultant will prepare an overall irrigation plan in the area impacted by the new sport court improvements. An Optional Design is included in this proposal that address possible irrigation upgrades to the existing park irrigation system.

ix. Grading, Drainage and Utility Plans – Dig's subconsultant will prepare the grading and drainage plans that work within the parameter of the existing retention basin. It is anticipated that building review will require an engineer's evaluation of the existing retention basin volume and an evaluation of any new improvements may have on the volume. Note: the addition of the sport court should not impact the retention volume, but building review may require an engineer's statement of "no impact".

x. Electrical Plans – Digs' subconsultant will prepare electrical designs for the park and open space improvements. The drawings will support the new park improvements. Note: The lighting has been replaced with LED's, new lighting would include the sport court and possible new ramada lighting.

b. Cover sheet to be provided by City (AutoCAD 2004).
c. Provide City of Chandler with a copy of the AutoCAD files. Each drawing must be "layered" so as to be able to isolate trades or engineering from landscape architectural components or vice versa.
d. Conduct a full document set (plans & Specs) review in the presence of all consultants and City's representatives.
e. Prepare Drainage Report.
f. Prepare a construction cost estimate for verification with the budget. Re-design as necessary to re-align the design with the construction budget.
g. Prepare bid alternates as necessary to assure budget can be met.
h. Submit to City's Project Manager for comment two complete drawing sets, specifications, drainage & structural calculations, one of which will be

reproducible. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.

12. BID & AWARD (100% Documents):

12.1 Submit bid documents to Development Services for building permit. All plans, calculations and specifications will be stamped. The specifications will be 8-1/2" x 11" and in electronic format in Microsoft Word 98. Plans will be black line prints Auto CAD release 14 or R2000. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.

12.2 Pick-up plan review final comments and prepare stamped documents for reproduction. City will have the bid sets reproduced from these documents. Prepare plans, elevations, sections, schedules, notes and specifications as required to be able to bid and construct the project in its entirety.

i. Hardscape Plans – Dig, in coordination with their design team, will prepare construction documents based on the approved layout of the design and any adjustments to the probable cost. The hardscape plan will utilize horizontal and vertical control coordinate points for staking the location of paving, planting, sport court, etc. The materials and finishes of the hardscape will be identified and detailed on the plan. Dig will provide installation details for all hardscape components. All structural components will be coordinated with the project structural engineer and the hardscape plans will reference the details shown on the structural plans if needed. It is anticipated that structural design will be required for the post-tension sport court and possible modifications to the existing ramada.

ii. Landscape Plans – Dig will prepare the landscape construction documents that respond to the hardscape/site plan and any adjustments to the probable cost. The landscape plan will identify the final locations of inert groundcover for dust control and the location of new plant and relocated material. The plan will also include a complete plant key, materials schedule, and quantities. Dig will provide installation details for all landscape components.

iii. Irrigation Plans – Dig's subconsultant will prepare an overall irrigation plan in the area impacted by the new sport court improvements. An Optional Design is included in this proposal that address possible irrigation upgrades to the existing park irrigation system.

iv. Grading, Drainage and Utility Plans – Dig's subconsultant will prepare the grading and drainage plans that work within the parameter of the existing retention basin. It is anticipated that building review will require an engineer's evaluation of the existing retention basin volume and an evaluation of any new improvements may have on the volume. Note: the

addition of the sport court should not impact the retention volume, but building review may require an engineer's statement of "no impact".

v. Electrical Plans – Digs' subconsultant will prepare electrical designs for the park and open space improvements. The drawings will support the new park improvements. Note: The lighting has been replaced with LED's, new lighting would include the sport court and possible new ramada lighting.

13. PERIOD OF SERVICE (MILESTONES):

13.1 Following receipt of a "Notice to Proceed" with the design work, Consultant must complete the design and have all documents ready for bidding within 135 calendar days of the date indicated on the Notice to Proceed.

13.2 Following the General Contractors "Notice to Proceed" with construction of the Project, Consultant must perform the construction administration portion of this Agreement for approximately 240 days.

13.3 Consultant must prepare and deliver to City record documents within 20 days of the date of receipt of the red line drawings from City.

13.4 Consultant must complete all services specified herein in accordance with the Production Schedule and progress milestones included in Exhibit A attached herein. In the event delays are experienced beyond the control of Consultant, the completion date may be extended as mutually agreed upon by City and Consultant.

Gazelle Meadows Park Schedule

ACTIVITY	PLAN START	PLAN DURATION	ACTUAL START	ACTUAL DURATION	PERCENT COMPLETE
Task 9 - 30% Documents	1	12	1	10	0%
Task 10 - 60% Documents	13	8	13	5	0%
Tasks 11 - Construction Documents	22	17	22	17	0%
Task 13 - Construction Adminstration	39	48	39	48	0%

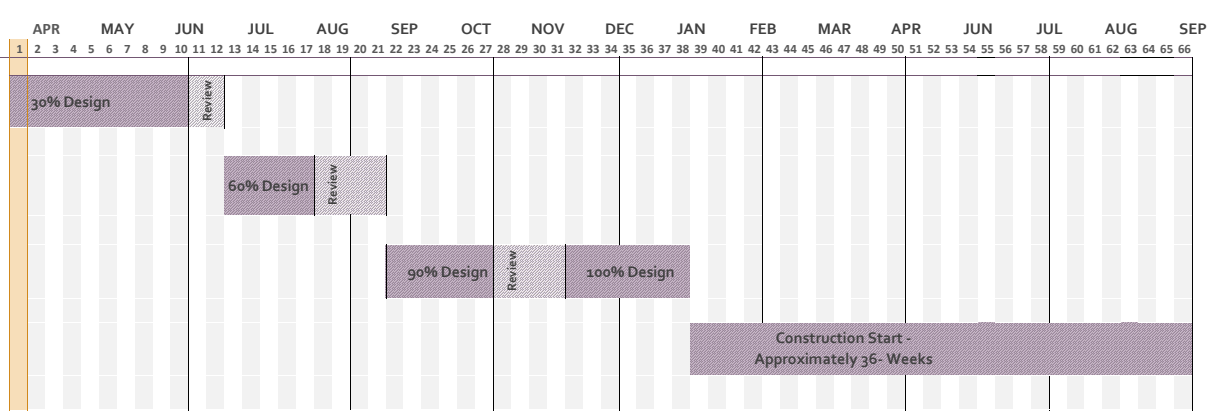


EXHIBIT "B"
COMPENSATION AND FEES

DIG STUDIO

Gazelle Meadows Park

EXHIBIT "B-1"

COST SUMMARY WITH SUBCONSULTANTS

Date: 3/29/2023

TASK DESCRIPTION	DESIGN FEES			Optional	Comments
Dig Studio	**Design**	**Construction Observation**	**Reimbursable Expenses**	**Optional Services**	
Task 9.0 Master Plan / Schematic Design	$ 28,360.00				
Task 10.0 Design Development (60%)	$ 27,345.00				
Task 11.0: Construction Documents (90%-100%)	$ 34,944.00				
Task 14.0: Construction Observation	$ -	$ -			
Sub-Total	$ 90,649.00	$ -	$ 500.00	$ -	Printing and Reprographics
Total Dig Studio Fees & Expenses			**$ 91,149.00**		
Sub-Consultants					
Wood PAtel- Survey / Civil / Engineering	*$ 67,090.00*				
Wood PAtel- Drainage Report	*$ 5,400.00*				
Wright Engineering - Electrical Engineering	*$ 14,925.00*				
City Contingency (~10%)	*$ 18,000.00*				
Structural				$ 5,000.00	
Sub-Totals Sub-Consultant Fee & Expenses	*$ 105,415.00*	$ -	$ -	$ 5,000.00	
Total Sub-Consultant Fee & Reimbursable Expenses			**$ 105,415.00**	**$ 5,000.00**	
FEE & REIMBURSABLE SUB-TOTALS	***$ 196,064.00***	**$ -**	**$ 500.00**	**$ 5,000.00**	
TOTAL FEES, SUBCONSULTANTS, EXPENSES			**$ 196,564.00**	**$ 5,000.00**	

DIG STUDIO
Gazelle Meadows Park
EXHIBIT "B-2"
Hours and Rates

Date: 3/29/2023

		P3, Sr Principal	P1, Assoc Principal	Project Mgr. Designer IV	Landscape Designer III	Landscape Designer II	Landscape Designer I	PROJECT ROLE	Comments
		Jay Hicks	*Brandon Sobiech*	*Jeff Lothner*	*Jose Munoz / Staff*	*Patrick Kelty / Staff*	*Staff*		
		$ 215.00	$ 152.00	$ 128.00	$ 117.00	$ 106.00	$ 95.00	< HOURLY	
	TASK DESCRIPTION							**TOTAL HOURS PER TASK**	
Task 9.0: Concept / Schematic (30%)		**20**	**0**	**90**	**0**	**0**	**132**	**242**	
9.01	Park Programming/Conceptual Design	4		32			60	96	
9.02	Public/Stakeholder Meetings	4		8			8	20	2 Meetings
9.03	Schematic Design	2		32			60	94	
9.04	Preliminary Cost Estimate	4		2			4	10	
9.05	City Coordination Meetings	6		16				22	4 Meetings
								0	
								0	
Task 10.0: Design Development (60%)		**17**	**0**	**50**	**0**	**0**	**182**	**249**	
10.01	Hardscape Plans / Details	2		8			56	66	
10.02	Landscape / Tree Inventory Plans	1		8			56	65	
10.03	Irrigation Plan			8			32	40	
10.04	Grading Plan / Wood Patel Coordination	2		8			20	30	
10.05	Electrical Plan Coordination			2			2	4	
10.06	Probable Construction Cost	6		4			8	18	
10.07	Public/Stakeholder Meetings	2		4			8	14	1 Meeting
10.07	Coordination Meetings	4		8				12	2-3 Meetings
Task 11.0: Construction Documents (90%-100%)		**14**	**0**	**58**	**0**	**0**	**258**	**330**	
11.01	Hardscape Plans / Details	2		8			80	90	
11.02	Landscape Plans	2		8			80	90	
11.03	Irrigation Plans			8			40	48	
11.04	Grading Plan / Coordination (See WP)	2		8			40	50	
11.05	Electrical Plan Coordination			2			2	4	
11.06	Permit Submittal	2		8			16	26	
11.08	Coordination Meetings	6		16				22	3-4 Meeting
Task 13.0: Construction Administration		**0**	**0**	**0**	**0**	**0**	**0**	**0**	
13.02.1	Construction Meetings/Site Visits							0	8-9 Month Construction
13.02.2	Request for Information/Submittals							0	
13.02.3	Substantial / Final Punch Lists							0	
13.02.4	Warranty Walk							0	
	TOTAL HOURS:	51	0	198	0	0	572	**821**	

WOOD PATEL

2051 W Northern Ave #100
Phoenix AZ 85021
P: 602.335.8500
F: 602.335.8580
www.woodpatel.com

Michael T. Young, PE
Darin L. Moore, PE
Jeffrey R. Minch, PE, CFM
Robert D. Gofonia, PE, RLS
Nicholas E. Brown, PE
Daniel W. Matthews, PE
Ronald J. Barbala, PLS, CFedS
Ethan A. Boyle, PE
Frank M. Koo, PE
Gabriel S. Rios, RLS
John G. Ritchie, PE
Derek C. Nichols, PE
John M. Bulka, PE
Daniel J. Cronin, PMP
James G. Taillon, CFM
Joseph C. Daconta, PE, CFM, PH
Steven C. McKee, PE
Brian J. Diehl, RLS
Matthew R. Pruitt, PE, CFM
Isaac J. Thomas, PE, CFM
Wilson Begay, RLS
Anthony K. Humphrey, PE
Patrick Wolf, PE, CFM
Zachary Radovich, PE
Charles Christiansen, PE
Venkata S. Bayareddy, PE, CFM
Aaron K. Feldberg, PE
Mark Fiorina, PE
Joseph R. Davis, RLS

EMERITUS
Darrel E. Wood, PE, RLS
Ashok C. Patel, PE, RLS
Thomas R. Gettings, RLS

March 23, 2023

Mr. Jeff Lothner PLA, ASLA
Associate Principal | Landscape Architect
Dig Studio
600 North 4th Street, Suite D
Phoenix, AZ 85004

602.595.4101 ext. 209
jeff@digstudio.com

Re: **PR2107.203 City of Chandler – Gazelle Meadows Park**
Chandler, Arizona
Professional Civil Engineering Services

Dear Mr. Lothner:

Thank you for inviting Wood, Patel & Associates, Inc. (WOODPATEL) to submit this Professional Civil Engineering services Agreement to **Dig Studio** (Client) for **Gazelle Meadows Park**. WOODPATEL has successfully completed projects in the **City of Chandler**. This has allowed us to develop an understanding of the expectations, design requirements and polices required to meet the project goals.

We understand this project will consist of a 9.0± acre neighborhood park redevelopment for the City of Chandler located at 500 North Exeter Street in Chandler, Arizona. Our services are based on the Client provided RFP email dated March 20, 2023, with a concept rendering of the Gazelle Meadows Park plan included.

Below is our scope of services and fee summary for Professional Civil Engineering services based on our understanding of the project and without specific meetings with the City of Chandler. These items follow an industry standard outline of services for Schematic Design, Design Development, and Construction Documents. Post Design services are not included but can be provided under a separate proposal.

FEES

5.0 PRELIMINARY RESEARCH $7,160
- 5.1 Perform Document Search and Research
- 5.2 Investigate Existing Conditions / Site Visit
- 5.3 Supplemental Topographic Survey for Design

6.0 UTILITY/AGENCY COORDINATION $8,970
- 6.1 Obtain Utility Maps
- 6.2 Submit Utility Conflict Review
- 6.3 Utility Design – Limited Coordination
- 6.4 Utility Potholing (ALLOWANCE) – (Assume four (4) Potholes @ $1,375 each)

8.0 PROGRAMMING & SCHEMATIC DESIGN (30%) $13,510
- 8.1 Grading & Drainage Plan
- 8.2 Water Plan
- 8.3 Engineer's Opinion of Probable Cost
- 8.4 Meetings & Conference Calls – (Assume three (3) – 1-hour Virtual Meetings)

10.0 DESIGN DEVELOPMENT (60% & 80%) $17,580
- 10.1 Grading & Drainage Plan
- 10.2 Drainage Calculations & Research
- 10.3 Water Plan
- 10.4 Engineer's Opinion of Probable Cost
- 10.5 Meetings & Conference Calls – (Assume two (2) – 1-hour Virtual Meetings)

11.0 CONSTRUCTION DOCUMENTS (90% & 100%) $24,070
- 11.1 Grading & Drainage Plan
- 11.2 Drainage Report
- 11.3 Water Plan
- 11.4 Engineer's Opinion of Probable Cost
- 11.5 Meetings & Conference Calls – (Assume two (2) – 1-hour Virtual Meetings)

12.0 CONTRACTOR COORDINATION / BIDDING $1,200
- 12.1 Bid RFI Reviews & Responses

TOTAL $72,490

SCOPE ASSUMPTIONS

- A final Site Plan will be provided in AutoCAD format. This scope does not include developing a proposed site plan for design team use or jurisdictional submittal.
- Unless stated above, topographic and boundary survey information shall be provided by the Client in AutoCAD format. WOODPATEL is not responsible for the accuracy of survey work performed by others.
- Construction Document plans and reports will be a continuation of Design Development documents. Design alternative studies (Value Engineering) after Design Development can be completed under separate contract, if requested.
- Additional services required to meet Client, Owner or Contractor phasing requirements of Construction Documents can be completed under separate contract, if required.
- Sanitary sewer design services are not expected to be required for this project therefore is not included in this scope of services.
- A Water Basis of Design Report is not expected to be required for this project therefore is not included in this scope of services.
- Regional and/or comprehensive Master Studies can be completed under separate contract, if required.
- Offsite utility extensions, roadway or intersection improvements are not included but can be completed under separate contract, if required.
- Civil documents will reference a Geotechnical Report, prepared by others, for pavement and soil information. Proposed pavement and/or hardscape sections shall be provided by the Geotechnical Engineer.
- Civil documents will reference structural plans for retaining wall design information.
- Post Design, Construction Administration, management, inspection or certification of services are not included with this scope of services.
- Existing utilities will be shown based on information made available to WOODPATEL. Non-destructive subsurface utility investigation (potholing) may be necessary for this project.
- This scope does not include dry utility (power, gas, telecommunications, etc.) design. Design, if necessary, is completed by the service provider. WOODPATEL will contact the local area dry utility providers to coordinate potential conflicts with the civil design shown on the plans and provide design information to the dry utility providers for their use. The civil plans can show proposed dry utility routing, conduit locations, services lines and meter locations if provided by the dry utility designer or service provider.

PARK IMPROVEMENT CONCEPT

EXHIBIT A - FEE SUMMARY

GAZELLE MEADOWS PARK **Contract No.: PR2107.203**

Date: 03/24/2023

Task	Work Task Description	Cost
5.0	**PRELIMINARY RESEARCH**	
5.1	PERFORM DOCUMENT SEARCH AND RESEARCH	$ 560.00
5.2	INVESTIGATE EXISTING CONDITIONS / SITE VISIT	$ 1,280.00
5.3	SUPPLEMENTAL TOPOGRAPHIC SURVEY	$ 5,320.00
6.0	**UTILITY/AGENCY COORDINATION**	
6.1	OBTAIN UTILITY MAPS	$ 945.00
6.2	SUBMIT UTILITY CONFLICTS REVIEWS	$ 1,125.00
6.3	UTILITY DESIGN - LIMITED COORDINATION	$ 1,400.00
6.4	UTILITY POTHOLING (ALLOWANCE) - ASSUME 4 POTHOLES	$ 5,500.00
8.0	**PROGRAMMING & SCHEMATIC DESIGN (30%)**	
8.1	GRADING & DRAINAGE PLAN	$ 8,580.00
8.2	WATER PLAN	$ 2,660.00
8.3	OPINION OF PROBABLE COST	$ 1,220.00
8.4	MEETINGS & CONFERENCE CALLS (ASSUME 3-1 HOUR VIRTUAL MEETINGS)	$ 1,050.00
10.0	**DESIGN DEVELOPMENT (60% & 80%)**	
10.1	GRADING & DRAINAGE PLAN	$ 10,000.00
10.2	DRAINAGE CALCULATIONS & RESEARCH	$ 3,140.00
10.3	WATER PLAN	$ 2,520.00
10.4	OPINION OF PROBABLE COST	$ 1,220.00
10.5	MEETINGS & CONFERENCE CALLS (ASSUME 2-1 HOUR VIRTUAL MEETINGS)	$ 700.00
11.0	**CONSTRUCTION DOCUMENTS (90% & 100%)**	
11.1	GRADING & DRAINAGE PLAN	$ 13,440.00
11.2	DRAINAGE REPORT	$ 5,400.00
11.3	WATER PLAN	$ 2,990.00
11.4	OPINION OF PROBABLE COST	$ 1,540.00
11.5	MEETINGS & CONFERENCE CALLS (ASSUME 2-1 HOUR VIRTUAL MEETINGS)	$ 700.00
12.0	**CONTRACTOR COORDINATION / BIDDING**	
12.1	BID RFI REVIEWS & RESPONSES	$ 1,200.00
	Subtotal	**$ 72,490.00**
	Total	**$ 72,490.00**

EXHIBIT B- PERSONNEL HOUR BREAKDOWN

GAZELLE MEADOWS PARK

Contract No.: **PR2107.203**
Date: 03/24/2023

Section	Task	Work Task Description	Principal	Sr. Project Manager (PE)	Project Engineer (PE)	Engineer In-Training (EIT)	CADD Technician	Project Coordinator	Senior RLS	Survey Technician	1-man Survey Crew	Sub-Consultants Or Allowances	(Hours)
			$ 230.00	$ 200.00	$ 150.00	$ 120.00	$ 100.00	$ 90.00	$ 175.00	$ 120.00	$ 125.00	110%	
	5.0	**PRELIMINARY RESEARCH**											
	5.1	PERFORM DOCUMENT SEARCH AND RESEARCH		1				4					5
	5.2	INVESTIGATE EXISTING CONDITIONS / SITE VISIT		4		4							8
	5.3	SUPPLEMENTAL TOPOGRAPHIC SURVEY							8	16	16		40
	6.0	**UTILITY/AGENCY COORDINATION**											
	6.1	OBTAIN UTILITY MAPS		1				4				$ 350.00	355
	6.2	SUBMIT UTILITY CONFLICTS REVIEWS		1				6				$ 350.00	357
	6.3	UTILITY DESIGN - LIMITED COORDINATION		4	4								8
	6.4	UTILITY POTHOLING (ALLOWANCE) - ASSUME 4 POTHOLES										$ 5,000.00	5000
	8.0	**PROGRAMMING & SCHEMATIC DESIGN (30%)**											
	8.1	GRADING & DRAINAGE PLAN		4	6	24	40						74
	8.2	WATER PLAN		1	2	8	12						23
	8.3	OPINION OF PROBABLE COST		1	3	4		1					9
	8.4	MEETINGS & CONFERENCE CALLS (ASSUME 3-1 HOUR VIRTUAL MEETINGS)		3	3								6
	10.0	**DESIGN DEVELOPMENT (60% & 80%)**											
	10.1	GRADING & DRAINAGE PLAN		6	8	40	28						82
	10.2	DRAINAGE CALCULATIONS & RESEARCH		4	6	12							22
	10.3	WATER PLAN		2	4	6	8						20
	10.4	OPINION OF PROBABLE COST		1	3	4		1					9
	10.5	MEETINGS & CONFERENCE CALLS (ASSUME 2-1 HOUR VIRTUAL MEETINGS)		2	2								4
	11.0	**CONSTRUCTION DOCUMENTS (90% & 100%)**											
	11.1	GRADING & DRAINAGE PLAN	4	8	12	56	24						104
	11.2	DRAINAGE REPORT	2	4	6	24		4					40
	11.3	WATER PLAN	1	2	4	8	8						23
	11.4	OPINION OF PROBABLE COST	1	1	3	4		2					11
	11.5	MEETINGS & CONFERENCE CALLS (ASSUME 2-1 HOUR VIRTUAL MEETINGS)		2	2								4
	12.0	**CONTRACTOR COORDINATION / BIDDING**											
	12.1	BID RFI REVIEWS & RESPONSES		6									6
Sub-total Hours			8	58	68	194	120	22	8	16	16	5700	

WRIGHT engineering corporation
ELECTRICAL ENGINEERING & LIGHTING DESIGN

April 11, 2023

Dig Studio, Inc.
600 N. 4th St., Suite D
Phoenix, AZ 85004

Re: **Gazelle Meadows Park**

Attn: Jeff Lothner

Dear Jeff,

Wright Engineering appreciates this opportunity to submit a proposal for electrical engineering services on the above referenced project. The following services will be performed in a professional manner to meet City of Chandler requirements:

Electrical Design Scope of Services:

1. Coordinate design with owner, power company, civil engineer, and/or architect/landscape architect as required.
    a. Project coordination will be performed via email, telephone calls, and virtual meetings. Up to (2) two in-person design coordination meetings are included in this scope.
2. Visit the site to determine existing conditions and electrical configuration. Please note, this task will require extensive onsite discovery of the existing conditions, electrical equipment, and loads being served. Up to (1) one visit.
3. Review existing electrical drawings and load calculations for site.
4. Determine existing peak demand loads and coordinate proposed electrical loads.
5. Design the electrical power system to meet local codes and requirements.
6. Prepare 24” X 36” electrical construction drawings showing all new equipment to include the following:
    a. Electrical service entrance section and distribution equipment
    b. Control equipment
    c. Area lighting (Relocate existing concrete poles and LED luminaires)
    d. Pathway lighting
    e. Ramadas (one light and convenience receptacle)
    f. Monuments (internal / external illumination as requested)
    g. Parking lot lighting
    h. Basketball court lighting
    i. Skate plaza lighting
    j. Playground lighting
    k. Power to booster pump

   l. Power to irrigation controller
   m. Power to chilled drinking fountain
7. Prepare photometric calculations showing all lighting averages, uniformities and any spill light at adjacent property lines.
8. All lighting on/off control will be designed per client's requirements. All necessary equipment will be shown on the plans.
9. Prepare necessary elevation view and installation details of the equipment listed above to help determine layout and size.
10. Prepare load calculations and single line diagram.
11. Prepare panel schedule and other electrical installation details as required.
12. Prepare a conduit and wire table showing all power conduits and wire for equipment listed above.
13. Prepare system fault current and voltage drop calculations as required.
14. Prepare an engineer's opinion of probable electrical construction costs and project specific electrical specifications document upon request.
15. Structural calculations for the light foundations are included below as an allowance if required by the reviewing agency.
16. Perform in-house QAQC review and modifications.
17. The above plans will be provided to client at 30%, 60% and 100% levels for submittal review and comment. Submittals will be made via email in digital PDF format. Client will print, copy and submit to the City and owner as needed.
18. Up to one set of base drawing changes or updates will be included in this engineering cost proposal. Incorporating any additional base drawing changes will incur additional cost at the rates noted under additional services.
19. Municipal review comments will be responded to and addressed.

Responsibilities of Others:

1. Provide Wright Engineering Corp. electronic base files in an AutoCAD format which includes all proposed and existing utilities, all proposed improvements, and any existing conditions that affect this scope.
2. Wright Engineering will submit plans to the civil engineer or landscape architect for submittal to the local government agencies for approval and permits.
3. Wright Engineering will confirm if the existing electrical service for this project is sufficient, in the case that it needs replaced/upgraded/relocated; Designation of location of power company connection to electrical service meter will be determined by the local utility company. Wright Engineering will coordinate the design of all electrical utility power services modifications during the design process.

Final Deliverables:

1. Upon completion of the design, we will provide final sealed documents bearing the signature of a registered electrical engineer in the State of Arizona.

Engineering Fee:

The above services will be provided as follows:
1. Electrical Design Services: **$14,925.00** (Lump Sum)
2. Allowance for structural calculations if required: **$1,000.00** (Lump Sum) [Includes (2) unique light pole types / heights in structural design]

Please Note: Services as stated above can be provided in whole or part to meet client needs.

Additional Services:

Any services not specifically included in the Scope of Services section shall be additional services payable at an hourly fee at the following rates:

Principal	$180/hour	Designer	$115/hour
Senior Engineer	$160/hour	Drafter	$105/hour
Engineer	$135/hour	Admin	$65/hour

Printing Charges:

Although not anticipated, any printing and delivery requested will be charged as follows:

Blacklines	$ 2.00 each
Mylar Sepia	$18.00 each
Delivery Cost	cost

Billing:

We will bill you on a monthly basis for these services. Payment terms are Net 30 days. This proposal will be valid for the next 90 days. Any engineering or services fees requested to be paid by credit card will be charged an additional 4.25% for processing. If you have any questions, please contact us at your earliest convenience.

I look forward to working with you on this project. Please show your acceptance of this proposal by signing below and returning one copy for my records.

Sincerely,

Clifford Tolman, P.E.
Wright Engineering Corporation

Wright Engineering Corporation
Electrical Engineering Services Fee Schedule

Gazelle Meadows Park
City of Chandler
April 11, 2023

TASK NUMBER	TASK DESCRIPTION	Pincipal	Senior Engineer	Engineer	Designer	Drafter	Admin	TOTAL
	Hourly Rate	$180.00	$160.00	$135.00	$115.00	$105.00	$65.00	
Electrical Design Services								
100	Project Coordination/Management	0.00	7.00	12.00	0.00	0.00	1.00	20.00
101	Visit Site	0.00	0.00	4.00	0.00	0.00	0.00	4.00
102	Team Meetings	0.00	2.00	4.00	0.00	0.00	0.00	6.00
103	Plan Development	0.00	2.00	8.00	16.00	0.00	0.00	26.00
104	Details, Photometrics, Power & Voltage Drop Calculations	0.00	2.00	12.00	24.00	0.00	0.00	38.00
105	Specifications & OPC	0.00	0.00	2.00	2.00	0.00	0.00	4.00
106	QAQC	0.00	1.00	2.00	4.00	0.00	0.00	7.00
107	Plan Submittal	0.00	0.00	2.00	2.00	0.00	0.00	4.00
108	Comment Resolution Meetings/Address Redlines	0.00	1.00	2.00	4.00	0.00	0.00	7.00
	SUB TASK HOURS PER CATEGORY	0.00	15.00	48.00	52.00	0.00	1.00	116.00
	SUB TASK FEE PER CATEGORY	$0.00	$2,400.00	$6,480.00	$5,980.00	$0.00	$65.00	$14,925.00
							TOTAL FEE	**$14,925.00**

EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.

1.1 At the same time as execution of this Agreement, Consultant must furnish City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement will not be deemed to apply to required Workers' Compensation coverage.

1.2 Consultant and any of its subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

1.3 The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

1.4 City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Consultant from liabilities that might arise out of the performance of the Agreement services under this Agreement by Consultant, its agents, representatives, employees, subconsultants, and Consultant is free to purchase any additional insurance as may be determined necessary.

1.5 Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Consultant from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.

1.6 Use of subconsultants: If any work is subcontracted in any way, Consultant must execute a written Agreement with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of Consultant in this Agreement. Consultant is responsible for executing the Agreement with the subconsultant and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits of Insurance. Consultant must provide coverage with limits of liability not less than those stated below.

2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past

completion and acceptance of the work or services, and Consultant, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

2.2 *Commercial General Liability-Occurrence Form.* Consultant must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

2.3 *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Consultant must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Consultant owned, hired, and non-owned vehicles assigned to or used in the performance of Consultant's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

2.4 *Workers Compensation and Employers Liability Insurance:* Consultant must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

3. Additional Policy Provisions Required.

3.1 *Self-Insured Retentions or Deductibles*. Any self-insured retentions and deductibles must be declared and approved by City. If not approved, City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to City, its officers, officials, agents, employees, and volunteers.

3.1.1. Consultant's insurance must contain broad form contractual liability coverage.

3.1.2. Consultant's insurance coverage must be primary insurance with respect to City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents, and employees will be in excess of the coverage provided by Consultant and must not contribute to it.

3.1.3. Consultant's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.1.4. Coverage provided by Consultant must not be limited to the liability assumed under the indemnification provisions of this Agreement.

3.1.5. The policies must contain a severability of interest clause and waiver of subrogation against City, its officers, officials, agents, and employees, for losses arising from Work performed by Consultant for City. (Does not apply to Professional Liability coverage.)

3.1.6. Consultant, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. Consultant must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3-year period containing all the Agreement insurance requirements, including naming City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

3.1.7. If a Certificate of Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate of Insurance as evidence of coverage, but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

3.2. *Insurance Cancellation During Term of Agreement.*

3.2.1. If any of the required policies expire during the life of this Agreement, Consultant must forward renewal or replacement Certificates to City within 10 days after the renewal date containing all the required insurance provisions.

3.2.2. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice must be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, Consultant or its insurance broker must notify City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

3.3 City as Additional Insured. The policies are to contain, or be endorsed to contain, the following provisions:

3.3.1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Consultant; Products and Completed operations of Consultant; and automobiles owned, leased, hired, or borrowed by Consultant.

3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT "D"
SPECIAL CONDITIONS

Standard Details and Specifications. Consultant must be familiar with City's latest revision of the MAG Specifications and MAG Standard Details as amended by City. City's current amendment to the MAG Specifications, part of City's Unified Development Manual, may be found and downloaded from City's website at http://www.chandleraz.gov/udm.

City Ownership of Project Documents. All work products (electronically or manually generated) including, but not limited to: plans, specifications, cost estimates, field notes, tracings, studies, investigations, design analyses, original drawings, original mylars, Computer Aided Drafting and Design (CADD) file diskettes which reflect all final drawings, and other related documents which are prepared in the performance of this Agreement (collectively referred to as "Documents") are to be and remain the property of City and are to be delivered to the Project Manager before the final payment is made to Consultant. In the event these Documents are altered, modified or adapted without the written consent of Consultant, which consent Consultant must not unreasonably withhold, City agrees to hold Consultant harmless to the extent permitted by law from the legal liability arising out of City's alteration, modification or adaptation of the Documents.

Re-use of Documents. The parties agree the documents, drawings, specifications and designs, although the property of City, are prepared for this specific project and are not intended nor represented by Consultant to be suitable for re-use for any other project. Any re-use without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

Documents to Bear Seal. Consultant and its subconsultants must endorse by professional seal all plans, works, and deliverables prepared by each for this Agreement as required by state law.

Work within City's Right-of-Way. All work performed within City's Right-of-Way by Consultant and Consultant's subconsultants must comply with City of Chandler requirements.

City Council Memorandum Community Services Memo No. CP23-141

Date: May 08, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager | CFO
John Sefton, Community Services Director
Kim Moon, Capital Projects Manager
From: Hafiz Noor, Construction/Design Project Manager
Subject: Project No. PR2202.401 with Caliente Construction, Inc., Pursuant to Job Order Project No. JOC1904.401, for the Arrowhead Meadows Park Tennis and Pickleball Court Replacement

---

Proposed Motion:

Move City Council award Project No. PR2202.401 with Caliente Construction, Inc., pursuant to Job Order Project No. JOC1904.401, for the Arrowhead Meadows Park Tennis and Pickleball Court Replacement, in an amount not to exceed $1,204,399.23.

Background/Discussion:

Arrowhead Meadows Park, located at 1475 West Erie Street, is a 30-acre Community Park that was originally constructed in 1974. The park offers numerous recreational amenities including youth ball fields, aquatic center, playground, two (2) tennis courts, six (6) pickleball courts, restroom, ramadas, walking paths, and parking lots.

The playing surface on the existing tennis and pickleball courts has deteriorated due to use, time, and the age of the concrete surfacing. Over the years, these courts have been resurfaced numerous times in an effort to keep the courts playable and safe. Despite the repairs that have been made, cracks continue to re-appear as the courts have outlasted their expected lifespan. Work under this contract includes removing the existing tennis and pickleball courts and replacing them with new post-tensioned concrete courts, replacing the perimeter court fencing, adding shade canopies, new site furniture, landscape, and irrigation

enhancements.

The Agreement completion time is 120 calendar days following Notice to Proceed.

Evaluation:

The selection process was conducted in accordance with City policy and procedure and State law. The costs proposed for this project have been evaluated by staff and determined to be reasonable.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
420.4580.6611.6PR530	Park Bonds	Existing Community Park Improv	$900,000.00	Y
420.4580.6210.6PR530	Park Bonds	Existing Community Park Improv	$304,399.23	Y

Attachments

PR2202.401 PROJECT AGREEMENT

CP23-141 Location Map

CITY OF CHANDLER
JOB ORDER PROJECT AGREEMENT

Project Name: **ARROWHEAD MEADOWS PARK TENNIS/PICKLEBALL COURT REPLACEMENT**

Project No. **PR2202.401**

This JOB ORDER PROJECT AGREEMENT ("Job Order") is made this _____ day of _____ 2023 ("Effective Date"), by and between the City of Chandler, an Arizona municipal corporation, ("City") and **Caliente Construction, Inc.**, an Arizona corporation, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC1904.401 ("JOC Master Agreement"). City and JOC Contractor may be referred to individually as "Party" or collectively as "Parties").

City and JOC Contractor, in consideration of the mutual covenants herein set forth, agree as follows:

RECITALS

A. On or about December 17, 2019, the Parties entered into the JOC Master Agreement, which terms and conditions are made a part of and incorporated into this Job Order Project Agreement by this reference.

B. City proposes to engage JOC Contractor to enhance the Pickleball and Tennis Courts at Arrowhead Meadows Park as more fully described in **Exhibit "A"**, which is attached to and made a part of this Job Order by this reference.

C. JOC Contractor is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.

ARTICLE 1. DESCRIPTION OF WORK

The Parties enter into this Job Order Project Agreement for the **ARROWHEAD MEADOWS PARK TENNIS/PICKLEBALL COURT REPLACEMENT**, Project Number **PR2202.401**. The scope of work consists of consists of enhancing the Pickleball and Tennis Courts with post-tensioned concrete, consisting of replacement of courts with post-tensioned concrete, Grading and Drainage, Hardscape, Landscape, Irrigation, shade canopies, benches, and electrical improvements, all as more particularly set forth in **Exhibit "A"** attached hereto and incorporated herein by reference.

The JOC Contractor will not accept any change of scope, or change in contract provisions, unless issued in writing, as a contract amendment or change order and signed by the authorized signatories for each party.

Performance and Payment Bonds, as set forth in **Exhibit "C"** and **Exhibit "D"** respectively attached hereto and incorporated herein by reference, will be due prior to execution of each Job Order Project Agreement in the full amount of each Job Order.

At project completion, JOC Contractor must complete Contractor's Affidavit Regarding Settlement of Claims and Certificate of Completion, as set forth in **Exhibit "E"** and **Exhibit "F"** respectively attached hereto and incorporated herein by reference.

ARTICLE 2. PROJECT PRICE

City will pay JOC Contractor for completion of the Work in accordance with the JOC Master Agreement a fee not to exceed the Guaranteed Maximum Price of **$1,204,399.23** Dollars determined and payable as set forth in JOC Master Agreement and **Exhibit "B"** attached hereto and made a part hereof by reference.

ARTICLE 3. CONTRACT TIME & SCHEDULE

JOC Contractor agrees to complete all Construction within **120** calendar days from the Notice to Proceed (NTP) Date.

ARTICLE 4. PARTICIPANTS

CITY:	Construction Project Manager: Jason Garcia	
	Phone:	480-782-3453
	Email:	Jason.garcia@chandleraz.gov
JOC CONTRACTOR:	Caliente Construction, Inc.	
	485 W. Vaughn St. Tempe, AZ 85283	
	JOC Contractor Representative: Lorraine Bergman	
	Phone:	480-894-5500
	Email:	lbergman@calienteconstruction.com

ARTICLE 5. FORCED LABOR OF ETHNIC UYGHURS PROHIBITED By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Job Order as of the Effective Date.

"CITY"
CITY OF CHANDLER:

MAYOR Date

Recommended By:

Kimberly Moon, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney By: JMD

ATTEST:

City Clerk SEAL

"JOC CONTRACTOR"
Caliente Construction, Inc.:

Signature 04/20/23 Date

Lorraine Bergman
Print Name

President/CEO
Title

ATTEST: If Corporation

Secretary

ADDRESS FOR NOTICE

Caliente Construction, Inc.

485 W. Vaughn St.

Tempe, AZ 85283

EXHIBIT A
SCOPE OF WORK

Caliente Construction Inc.

General Construction - Construction Management - Design/Build - Facilities Management

April 19, 2023

Hafiz Noor
Project Manager
City of Chandler
Public Works and Utilities – Capital Projects Division
215 East Buffalo Street
Chandler, AZ 85225

RE: City of Chandler – PR2202.401 COC JOC Arrowhead Tennis & Pickleball Court Replacement - GMP Proposal R2

Mr. Noor,

Thank you for the opportunity to provide our proposal for the PR2202.401 COC JOC Arrowhead Tennis & Pickleball Court Replacement project.

The attached revised proposal is based on information received; the 100% Review Submittal Plan Set by J2 Engineering and Environmental Design dated 12/15/22; RFI 01 responses dated 04/04/23; and proposal review comments received from the City of Chandler.

The Total Cost is **$1,204,399.23**. See attached spreadsheets with bid tabulations and subcontractor backup for further details.

Please contact me at your convenience should you have any questions.

Best Regards,

J. Miller

Justin Miller, Sr. Project Manager
Caliente Construction Inc.

EXHIBIT A
SCOPE-OF WORK

PROJECT:
PR2202.401 COC JOC Arrowhead Tennis & Pickleball Court Replacement

General Requirements:

1) Provide office support, supervision, overhead/profit, taxes based on TPT, insurances, and bond.
2) Provide Temporary Protection as required.
3) Provide Temp Toilets and Washstation for Construction.
4) Dumpsters as required.

Construction:

1) Demolition of existing sidewalks, curbing and asphalt as noted; sports courts; fencing/gates; landscaping; irrigation (salvage irrigation controller and backflow); DG; light fixtures (salvage); light activation button (salvage), trash receptacles (salvage), sign (salvage)
2) New sidewalks and concrete scupper and any expansion joints/sealants
3) Shade structures (fabric and steel colors from standard manufacturers color palette) included engineered drawings and deferred submittal/permit
4) Drinking fountain and associated piping and new backflow assembly
5) Electrical including relocation of existing SRP transformer; new electrical and relocation of existing items as noted
6) Grading for new courts and retention area
7) New 6" Post-tension concrete slab (including ABC, compaction, vapor barrier) for new Tennis and Pickleball courts
8) New Sports court surfacing/coating and striping as noted
9) New fencing at courts perimeter and each Pickleball court, man and maintenance gates, windscreen, Poly-cap as noted
10) Landscaping, irrigation, DG as noted
11) Clean-up Site.

Project Duration:
Proposal based on onsite Project Duration of (14) weeks after procurement of materials (addition of scope via Allowance Use may require additional time to complete).

1. Shade Structure lead-times (at minimum): 2 weeks from contract issuance for engineered drawings; 4-6 weeks for permitting process; 8-10 weeks to acquire materials based on COT approval of deferred submittal/permit issuance.
2. Sport Court Lighting Push Button and Receptacle Pedestal have a 12-22 week lead time from return of approved submittal.

Assumptions/Clarifications/Exclusions:
See attached spreadsheets.

EXHIBIT B
FEE SCHEDULE

EXHIBIT "B"

PR2202.401 COC JOC Arrowhead Meadows Parks - Tennis & Pickleball Court Replacement

JOB ORDER COST PROPOSAL
SUMMARY SHEET

04/19/2023 R2

Negotiated Prices				
Price of Subcontractor(s)			$	792,656.33
Price of Subconsultant(s)			$	-
General Conditions			$	125,510.00
Preconstruction Labor (if applicable)			$	-
Construction Labor (if applicable)			$	-
SUBTOTAL (NEGOTIATED PRICES):			**$**	**918,166.33**
Overhead and Profit (Coefficient per Job Order Master Agreement)		**8.00%**	**$**	**73,453.31**
TOTAL (NEGOTIATED PRICES + OVERHEAD & PROFIT):			**$**	**991,619.63**
Insurance, Bonds, & Taxes				
Sales Tax Percentage (Current Tax Rate)	***TPT***	**5.070%**	$	51,514.65
General Liability Insurance Percentage (Actual Cost per Job Order)		**1.00%**	$	9,181.66
Builder's Risk Insurance Percentage (Actual Cost per Job Order)		**0.50%**	$	4,590.83
Payment Bond (Actual Cost per Job Order)		**1.50%**	$	10,675.83
Performance Bond (Actual Cost per Job Order)	***INC***	**0.00%**	$	-
SUBTOTAL (INSURANCE, BONDS, & TAXES):			**$**	**75,962.97**
COMBINED TOTAL (TOTAL + INSURANCE, BONDS, & TAXES):			**$**	**1,067,582.60**
City's Allowance			**$**	**136,816.63**
TOTAL JOB ORDER:			**$**	**1,204,399.23**

Per the Job Order Master Agreement - This Fee Table includes all fees, costs, insurance and bond premiums, allowances, construction contingency, and taxes of any type necessary to fully, propertly and timely perform and construct the Work. Also per the Job Order Master Agreement - For any portion of the Work which, either through this Contract, Change Order or otherwise, is performed and paid for on a cost, or time and materials basis, the costs may be reimbursed to JOC Contractor and chargeable against the Contract Price will be determined as set forth in MAG 109.5.

Caliente Construction Inc.

General Construction - Construction Management - Design/Build - Facilities Management

Project:	**PR2202.401 COC JOC Arrowhead Meadows Parks - Tennis & Pickleball Court Replacement**	**0.00**	**Building Sq. Ft.**
Owner:	**City of Chandler - Streets**	**0.00**	**Site Sq. Ft.**
Architect:	**J2 ENGINEERING AND ENVIRONMENTAL DESIGN**	**0.00**	**Site Acres**
Bid Date:	**04/19/2023 R2**	**One 04/04/23**	**RFI(s)**
Taxing Jurisdiction:	**Chandler**	**None**	**Addenda**
MRRA or TPT:	**TPT Chandler 5.070%**		
Plan Set:	**100% REVIEW SUBMITTAL 12/15/2022**		

	DESCRIPTION			TOTALS
DIVISION 1	**GENERAL CONDITIONS/GENERAL REQUIREMENTS**			**$ 125,510.00**
DIVISION 2	**EXISTING CONDITIONS**			**$ 39,620.97**
DIVISION 2	Demolition	$ 39,620.97		
DIVISION 3	**CONCRETE**			**$ 29,843.51**
DIVISION 10	**SPECIALTIES**			**$ 43,315.08**
DIVISION 10	Shade Structure	$ 43,315.08		
DIVISION 22	**PLUMBING**			**$ 14,146.05**
DIVISION 26	**ELECTRICAL**			**$ 130,834.20**
DIVISION 31	**EARTHWORK**			**$ 8,353.34**
DIVISION 31	Earthwork	$ 8,353.34		
DIVISION 32	**EXTERIOR IMPROVEMENTS**			**$ 526,543.16**
DIVISION 32	Athletic Surfacing	$ 328,020.06		
DIVISION 32	Fencing, Gates, Windscreen	$ 140,701.17		
DIVISION 32	Landscaping & Irrigation	$ 57,821.93		
	Subtotal of Cost Of Work			**$ 918,166.33**
CONTRACTOR FEE		8.00%		$ 73,453.31
GENERAL LIABILITY INSURANCE		1.00%		$ 9,181.66
BUILDERS RISK INSURANCE		0.50%		$ 4,590.83
BONDING FEES		1.50%		$ 10,675.83
SALES TAX	TPT Chandler 5.070%	5.070%		$ 51,514.65
	Total Cost of Work			**$ 1,067,582.60**
ALLOWANCES (Based on Subtotal cost of Work - Not included in Cost of Work; No Markups)				
Owner Allowance		5.00%		$ 45,908.32
Construction Allowance		5.00%		$ 45,908.32
Tables/Benches/Trash Receptacle (Sheet HS-201/10 of 35) Allowance		LS		$ 45,000.00
				$ -
				$ -
	TOTAL PROJECT COST			**$ 1,204,399.23**

#1 Tenant Improvement Contractor in Arizona 2016, 2017, 2018 & #1 General Contractor in Arizona 2017, 2018, 2019
2018 Tempe Business Excellence Award Winner
485 W. Vaughn Street, Tempe, AZ 85283 / Phone: (480) 894-5500 / Fax: (480) 545-4971
AZ ROC039626 , AZ ROC095769 , AZ ROC194561 , CA 770323 , UT 4741522-550
ID RCE-28529 , NM 85371 , CO 233580 , MT 159637 , OR 219626 , WA 604-790-886

certified WBENC

"We build more than structures; we build confidence and relationships that last"

PR2202.401 COC JOC Arrowhead Meadows Parks - Tennis & Pickleball Court Replacement

General Conditions

04/19/2023 R2

14 Weeks

98 Calendar Days

CODE	ITEM	QTY	TYP	RATE/HR	SUBTOTAL
	GENERAL CONDITIONS				
00-1040	Project Manager	4.00	WK	$ 4,200.00	16,800.00
00-1043	Project Engineer	4.00	WK	$ 2,960.00	11,840.00
00-1045	Superintendent	14.00	WK	$ 3,800.00	53,200.00
00-1050	Senior Project Manager	1.00	WK	$ 4,720.00	4,720.00
	TEMPORARY FACILITIES				
01-5219	Portable Toilets	3.50	MO	$ 1,300.00	4,550.00
00-1405	Field Office	14.00	WK	$ 300.00	4,200.00
00-1301	Temp Power / Temp Generator	14.00	WK	$ 400.00	5,600.00
01-5136	Temporary Construction Water	6.00	WK	$ 125.00	750.00
	GENERAL REQUIREMENTS				
01-7410	Dumpster & Fees	2.00	PULL	$ 550.00	1,100.00
01-5626	Temporary Fencing	3.50	MO	$ 3,500.00	12,250.00
01-5600	Safety / Temp Protection	1.00	LS	$ 1,000.00	1,000.00
02-2100	Survey	1.00	LS	$ 5,000.00	5,000.00
01-5723	SWPPP Permit, NESHAP Permit, AZDEQ Stormwater Permit	1.00	LS	$ 2,500.00	2,500.00
	Dust Control	1.00	LS	$ 500.00	500.00
00-1430	Locating Services	1.00	LS	$ 1,500.00	1,500.00
02-3000	Subsurface Investigation	0.00	LS	$ -	-
00-1320	Project Photos	0.00	WK	$ 15.00	-
01-5800	Project Idenification Sign	0.00	LS	$ 600.00	-
01-7243	Final Bldg Clean	0.00	LS	$ 1,250.00	-
02-3216	Material Testing	0.00	LS	$ -	-
	TOTAL GENERAL CONDITIONS				**$ 125,510.00**

#1 Tenant Improvement Contractor in Arizona 2016, 2017, 2018 & #1 General Contractor in Arizona 2017, 2018, 2019
2018 Tempe Business Excellence Award Winner
455 W. Vaughn Street, Tempe, AZ 85283 / Phone: (480) 894-5500 / Fax: (480) 545-4971
AZ ROC039626 , AZ ROC095769 , AZ ROC194551 , CA 770323 , UT 4741522-550
ID RCE-28529 , NM 85371 , CO 233580 , MT 159637 , OR 219626 , WA 604-790-886

certified WBENC

"We build more than structures; we build confidence and relationships that last"

PR2202.401 COC JOC Arrowhead Meadows Parks - Tennis & Pickleball Court Replacement

04/19/2023 R2

Assumptions / Clarifications

1. Proposal based on **(14) Weeks** On-Site Construction after procurement of long lead items:
   1. Shade Structure lead-times (at minimum): 2 weeks from contract issuance for engineered drawings; 4-6 weeks for permitting process; 8-10 weeks to acquire materials based on COC approval of deferred submittal/permit issuance.
   2. Sport Court Lighting Push Button and Receptacle Pedestal have a 12-22 week lead time from return of approved submittal.
2. Proposal is based on information received from City of Chandler and 100% REVIEW SUBMITTAL 12/15/2022 from J2 Engineering & Environmental Design; RFI Responses dated 04/04/2023; and COC feedback dated 04/19/2023.
3. Estimate is a Lump Sum per division based on our subcontractors' proposals.
4. Proposal based on normal working daytime hours, Monday through Friday.
5. Proposal based on access to site for duration of construction activity and adequate lay-down / staging area being provided by COC
6. The Subcontractor Exclusions, Terms & Conditions, Special Conditions, Indemnification Clauses, etc. included in their proposals are strictly between Caliente Construction Inc and the selected Subcontractors.
7. Third-party Materials Testing and Special Inspections will be done by Caliente Construction and costs will be deducted from Allowance.
8. Contractor Performance and Payment Bonds are included in this proposal.
9. Compliance with Owner Insurance Requirements is included.
10. Existing Finishes will be matched as close as possible.
11. Water and power to pulled from an onsite source and not be a cost to Caliente Construction.
12. Temporary Water and Safety/Temporary Protection Measures
13. Removal, Salvage and Relocation of existing trash receptacles as noted.
14. Removal of all existing fencing, gates, posts, footings, etc.
15. Protect in place existing light poles/light fixtures.
16. Furnish & Install new Nets, Posts, etc. at all courts
17. The new courts can be ready to use by September 1 2023 providing that we start the project June 1, 2023. However, this does not account for any rain delays. Every rain event will stop the job for at a ***minimum*** of 3-5 days, depending on the severety of the weather, at any stage of the project, especially during the concrete pours and surfacing/striping work. Surface Coating & striping cannot be installed if conditions are too cold, wet or when it is raining.
18. Concrete must cure at least 28 days before the surfacing/coating can be installed.
19. Removal/Relocation of existing SES/Transformer.
20. New Electric Drinking Fountain (based on Alternate with bottle filler/jug filler).
21. Tables/Benches/Trash Receptacle (Sheet HS-201/10 of 35) are an Allowance in lieu of an Alternate - See Allowance list below.

PR2202.401 COC JOC Arrowhead Meadows Parks - Tennis & Pickleball Court Replacement

04/19/2023 R2

Exclusions

1. Contractor Preconstruction Fees
2. Design, Design Fees, or Permit Fees (unless noted otherwise)
3. Utility Company Fees
4. Contaminated Soils Removal, Asbestos/Mold/etc., Testing/Abatement, Hazardous Materials Handling (Current Report/Survey to provided by COC prior to start of Demolition)
5. Holiday, Nights and Weekends
6. Prevailing Wages or Overtime Hours
7. Site Security or Cameras
8. Badging or Special Background Checks and/or associated costs
9. Maintenance of exsiting irrigation, plumbing, electrical, etc. systems not within scope-of-work
10. Removal of Owner equipment, furnishings, etc. (by Owner)
11. Right of Way Permits
12. Traffic Control
13. Existing Landscaping or Ground Covering replacement, protection, watering, etc. (other than what noted to be removed/replaced on drawings)
14. Irrigation repairs, replacement, protection, etc. (other than what is noted to be removed/replaced on drawings)
15. SWPPP
16. Utility Company Fees.
17. Site Furnishings - Removal, Salvage, and/or Installation.
18. All precon/design work with SRP.
19. Salvage existing nets, posts, etc. for re-installation.

Allowances (not included in Base Proposal; No markups included)

1	Owner Allowance	$	45,908.32
2	Construction Allowance	$	45,908.32
3	Tables/Benches/Trash Receptacle (Sheet HS-201/10 of 35) Allowance	$	45,000.00

SITE DEMOLITION

SELECTED SUBCONTRACTOR

ARIZONA SPECIALTY DEMOLITION LLC

"SPECIALISTS IN ALL AREAS OF DEMOLITION"

2236 W. Shangri La Rd. Phoenix, AZ 85029
Nick Hooey 602-349-8159
nick@azspecialtydemo.com
ROC#266517

PROPOSAL

Proposal Date: 4-3-23

PREPARED BY: Nick Hooey

PREPARED FOR: Kayla Hauer

Company: Caliente Construction

Phone: *480-870-9268*

Email: khauer@calienteconstruction.com

PROJECT NAME: Arrowhead Meadows Park Tennis & Pickleball Court

PROJECT ADDRESS: 1475 W. Erie St. Chandler 85224

Arizona Specialty Demolition will provide all necessary labor and equipment for the completion of:

DEMOLITION AND DISPOSAL OF:

- **Tennis & Pickleball court concrete slab**
- **Sidewalk**
- **Curb**
- **Asphalt**
- **Chain link Fence**
- **Decomposed granite**
- **Save 1 Sign**
- **41 trees**
- **3 tree stumps**
- **This proposal includes trucking and disposal to a legal licensed landfill.**
- **EXCLUDE DUST PERMIT, DEMO PERMIT, TRAFFIC CONTROL & SIDEWALK CLOSURE**

THE ABOVE-DESCRIBED WORK WILL BE COMPLETED IN AN EFFICIENT WORKMANLIKE MANNER FOR THE SUM OF

BASE BID: $39,534.00

This Proposal is based off Daytime Work. There will be a 5% price increase to move to Night Work

ADD $550.00 for Asbestos Survey

SELECTED SUBCONTRACTOR

THIS PROPOSAL IS BASED ON 1 PHASE. ADDITIONAL WILL BE CHARGED AT $2,000.00 PER PHASE.

I have Attached my color on screen take off so you can see what I have picked up for demo.

EXCLUDED ITEMS: taxes, weekend, terrazzo floor, epoxy floor, painted floor, furniture, cubicles, window film, work permits, dust permit, demo permit, bonds, lay out, utilities, utility abandonment, utility removal, make safe, furniture/ appliance moving, temporary fencing, engineering, shoring, bracing, saw cutting, underground storage tanks, tank abandonment, tank pumping, basements, buried debris, backfilling, compaction, compaction testing, dirt import/export, removals for any other trades, mastic removal, mud beds, traffic control, lane closure, sidewalk closure, barricades, dust barriers, asbestos survey, abatement, hazardous materials and MP&E cutting and capping.

TERMS & CONDITIONS:

Pricing will remain in effect for 60 days from the above date. Arizona Specialty Demolition assumes all salvage rights on the above project. Due to current Federal laws and regulations, a hazardous materials survey must be on file at the office of Arizona Specialty Demolition before work can proceed on the above project. If there is any structural demolition involved in the above project, a 10-day NESHAP notification must be filed with the County. Arizona Specialty Demolition is capable and willing to assist the General Contractor/Building Owner in any way to expedite necessary testing or notification requirements.

The Owner agrees to pay Arizona Specialty Demolition the contract sum, based upon applications for payment submitted by Arizona Specialty Demolition. The Owner shall make progress payments payable to Arizona Specialty Demolition net 30 days. Invoices may be emailed to the Owner.

For Projects that will be completed within thirty (30) days, the Client shall pay Arizona Specialty Demolition 50% of the Contract amount at time of award, and the balance of the contract amount upon final invoice. For projects that will be completed after thirty (30) days the Client shall pay Arizona Specialty Demolition 25% of the contract amount at time of award. Progress payments shall be invoiced monthly.

For invoices that are due terms are net 30 days form the invoice date. Interest shall accrue on past due invoices at a rate of 2% per month or no greater than 24% annually on all unpaid invoices. All residential projects where the homeowner is paying Arizona Specialty Demolition will require ½ down at time of award.

It is customary for Arizona Specialty Demolition to pre-lien all projects prior to the commencement of work. After final completion of the scope of work, and when final payment has been received, Arizona Specialty Demolition will issue to Client a final and unconditional lien waver.

Additions or modifications to the scope of work shall be made in the form of a written change order submitted by Arizona Specialty Demolition. At the time of approval, the contract sum and the conditions of this Contract shall become part of the said Contract and both parties agree to all of the conditions listed within the Contract.

If any provision of this Contract is declared or determined by any court, arbitrator or administrative body to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected, and the illegal or invalid part, term, or provision shall be deemed not to be a part of this Contract.

All Parties involved in this Contract agree to arbitration held within the State of Arizona.

SELECTED SUBCONTRACTOR

Arizona Specialty Demolition has all salvage rights to any building materials which encompass the demolition project. If the owner or client wishes to save or salvage any building materials, they must first do so before accepting this proposal and executing a contract. Furthermore, if our proposal includes these rights as part of our bid amount and the materials are removed prior to our start, ASD has the right to issue a change order for the dollar value/amount of the said materials.

ASD is not responsible for weather proofing, temporary drying in or anything related to weather or water intrusion, or any weather damage caused by our work. ASD is not responsible for any inadvertent damage caused by our work. Within 24 hours of any suspected damage allegedly caused by us, we must be notified in writing. We have the right to repair any of the said damage by our contractor of choice.

Unless there is a schedule in writing, and both parties have agreed to it, ASD will prepare and perform our work in our time frame.

Any deviations or alterations from the specified scope of work will be completed upon written consent from authorized personnel. This proposal shall be considered part of the contract documents and upon signing you agree to all terms and conditions listed herein.

Accepted By: _____

Submitted by: Nick Hooey, Estimator
Office: **602-843-8899** Cell: **602-349-8159**
nick@azspecialtydemo.com

CONCRETE

ELS Construction, Inc.
3329 E Southern Avenue
Phoenix, AZ 85040
P: 602.243.1106 | F: 602.268.5040
www.elslandscapeaz.com

SELECTED SUBCONTRACTOR

CONCRETE SIDEWALKS:
$22,278.00 CONCRETE SIDEWALKS
$ 49.01 TEXTURA
$22,327.01 TOTAL CONCRETE SIDEWALKS

DATE: 4/14/2023 **REVISED**

TO: Caliente Construction.

ATTN: Kayla Hauer
P: (480) 870-9268.
Email: khauer@calienteconstruction.com.

RE: ARROWHEAD MEADOWS PICKLEBALL COURT- Hardscape
Address: 1475 West Erie Street, Chandler, AZ 85224

Proposal of **ELS CONSTRUCTION, INC.** a corporation organized and existing under the laws of the State of Arizona.

The undersigned hereby proposes and agrees to furnish any and all required labor, materials, construction equipment, transportation and services for Hardscape Amenities of **ARROWHEAD MEADOWS PICKLEBALL COURT** per plans, specifications, Bid Schedule, and pages one thru three of this proposal, for the following price:

~~**SEVEN HUNDRED FIFTY FOUR THOUSAND TWO HUNDRED FOURTY-FIVE DOLLARS & 84/100 CENTS: $754,245.84 (textura & taxes included).**~~

SEE BID SCHEDULE "EXHIBIT A" ATTACHED

The undersigned understands that payment will be made for the entire work completely and satisfactorily installed in accordance with the plans and specifications. The undersigned also understands that the Owner reserves the right to reject any and all bids or to waive any informalities in the bid.

John Lupoe General Construction Pre-Construction Director / Head Estimator

ELS Construction, Inc.
3329 E Southern Avenue
Phoenix, AZ 85040
P: 602.243.1106 | F: 602.268.5040
www.elslandscapeaz.com

SELECTED SUBCONTRACTOR

ARROWHEAD MEADOWS PICKLEBLL COURT– Hardscape
BID NOTES:

1. Construction Manager to supply grade +0.1 foot prior to commencement of work. Excludes import or export of soil.
2. ELS Construction, Inc. not liable for damage incurred through, but not limited to, vandalism, traffic, wind, rain, freezing temperatures, extreme heat, or the negligence of others.
3. Excludes sales tax, all specialty fees, ROW fees, permits, bonds, and special wages and any special or extenuating insurances coverages for Prime Contractor or Owner that ELS Construction does not already carry. Such insurances will not be obtained.
4. Proposal based on typical 40 hour work week, Monday through Friday. Excludes overtime, weekend, and night work.
5. Construction Manager to provide as-builts for location of underground utilities not handled by Blue Stake/CBYD.
6. Any condition requiring digging, using a jackhammer or hoe-ram, etc., or as a result of buried debris/structures will result in additional charges over and above the base bid.
7. Excludes demolition or clearing and grubbing of existing vegetation.
8. Excludes salvage, repair, replacement, relocation, protection, and maintenance of existing.
9. Constr. Mgr. to incur cost of water and electrical usage during construction periods.
10. No saw cutting of existing walls, walks, or roadways included. No traffic control or barricades included.
11. Construction Manager to provide water source and water for construction.
12. Construction Manager to supply 5 full size and 2 half size sets of plans and CD.
13. Includes one mobilization; any additional mobilizations may result in additional costs.
14. **Includes: Demo (curb, asphalt, sidewalk, sports court, fencing, post & nets, trees &shrubs, dg) Remove re-install trash receptacle & backup sign; Earthwork.**
    Includes: Sidewalk; Pickleball court complete incldg slab turndown where applicable, abc, surface coating & striping, post-tension engineering, net &post incldg footing; Tennis courts complete incldg slab turndown where applicable, abc, surface coating & striping, post-tension engineering, net & post incldg footing; Sports Court Fence & Gates; Fabric Shade structure as specified;
15. **Includes Site Furnishing: (5) Bench; (3) ADA Table w/4 flat seats; (2) Table w/ 6 flat seats; (1) Standard MDF Outdoor Drinking Fountain incldg sump pit; (3) Salvaged Existing Receptacles. All items & work as specified per drawings & specification.**
16. **ALTERNATE: (1) EDF Drinking fountain w/ bottle filler and incldg sump pit $9735.00**
17. **Exclusions: Water, site utilities, asphalt pavement, wall & columns, monuments, masonry & trash enclosure, electrical.**
18. Other Exclusions: Survey, staking, structural calculations, and/or engineering, special inspection, testing, permits, taxes, and any other items not specifically identified as included in this proposal.
19. Proposal per **J2Design** plans with RLA stamp dated 12-15-2022. **Bid is valid 90 days. Calendar days to complete work 30**

Note: These notes are an integral part of this budget bid proposal and should be considered and included in any contract documents. **Bid based on acceptance of all items.** If individual items are accepted the cost may have to be adjusted. ELS Construction reserves the right to revisit and revise the proposal if all items are not accepted and before award.

John Lupoe General Construction Pre-Construction Director / Head Estimator

SELECTED SUBCONTRACTOR

 rev. 14-Apr-23

ARROWHEAD MEADOWS PICKLEBALL COURT

HARDSCAPE / AMENITIES

ARROWHEAD MEADOWS PICKLEBALL COURT SCHEDULE OF VALUES

Item	Description	Qty	Unit	Unit Price	Total
~~1~~	~~Demo~~	~~1~~	~~ls~~	~~$ 114,282.00~~	~~$ 114,282.00~~
~~2~~	~~Earthwork~~	~~1~~	~~ls~~	~~$ 6,835.00~~	~~$ 6,835.00~~
3	Sidewalk	3713	sf	$ 6.00	$ 22,278.00
~~4~~	~~Pickleball Crt Post Tension, Concrete, Post-n-Nets~~	~~1~~	~~ls~~	~~$ 145,050.00~~	~~$ 145,050.00~~
~~5~~	~~Tennis Court Post Tension, Concrete, Post-n-Nets~~	~~1~~	~~ls~~	~~$ 139,900.00~~	~~$ 139,900.00~~
~~6~~	~~Sports Court Coating & Striping~~	~~1~~	~~ls~~	~~$ 39,350.00~~	~~$ 39,350.00~~
~~7~~	~~Sports Courts Fence & Gates~~	~~1~~	~~ls~~	~~$ 145,825.00~~	~~$ 145,825.00~~
~~8~~	~~Tensile Shade Fabric Ramadas~~	~~2~~	~~ea~~	~~$ 26,539.00~~	~~$ 53,078.00~~
~~9~~	~~Bench~~	~~5~~	~~ea~~	~~$ 3,163.00~~	~~$ 15,815.00~~
~~10~~	~~ADA Table w/ 4 Flat Seats~~	~~3~~	~~ea~~	~~$ 4,786.00~~	~~$ 14,358.00~~
~~11~~	~~Table w/ 6 Flat Seats~~	~~2~~	~~ea~~	~~$ 6,112.00~~	~~$ 12,224.00~~
~~12~~	~~Standard Outdoor Drinking Fountain~~	~~1~~	~~ea~~	~~$ 3,500.00~~	~~$ 3,500.00~~
~~14~~	~~Salvaged Existing Receptacles~~	~~3~~	~~ea~~	~~$ 260.00~~	~~$ 780.00~~
~~15~~	~~Mobilization / General Conditions~~	~~1~~	~~ls~~	~~$ 3,000.00~~	~~$ 3,000.00~~
				~~**SUBTOTAL**~~	~~**$ 716,275.00**~~
			~~0.22%~~	~~**Textura**~~	~~**$ 1,575.81**~~
			~~5.07%~~	~~**Taxes**~~	~~**$ 36,395.04**~~
				~~**HARDSCAPE / AMENITIES TOTAL:**~~	~~**$ 754,245.84**~~

~~**ALT:**~~	~~**Drinking Fountain w/ bottle filler incldg electrical**~~	~~**1**~~	~~**ea**~~	~~**$**~~	~~**9,735.00**~~

***Unit prices are good till June 1st , 2023.**
***Number of Calendar Days to complete work 30**

ELS Construction, Inc.

SHADE STRUCTURE

SELECTED SUBCONTRACTOR

AN AMERICAN LEADER IN SUN/UV PROTECTION

Shade 'n Net

April 14, 2023

PROPSOSAL FOR: COC JOC Arrowhead Meadows Parks Project

PROPOSAL:
Manufacture and install 12'x30' and 12'x42' T-post cantilevered hip roof design cable tension shade fabric structures with an entry height of 9' (per drawings provided).

To supply materials	**$ 20,760.00**
To provide 3" holes in base plates to stub in electrical, cut out 4 hand holds, provide 4 cover plates & tap steel for screw attachment of plates, open frame to allow wiring to be pulled through & provide 5 mounting plates for light fixtures	**$ 3,860.00**
To powder coat paint steel components stock color choice	**Included**
Private locating service	**$ 500.00 Optional**
To dig/pour 5 footings & install structures (additional charge would apply to saw cut concrete)	**$ 14,200.00**
To haul away excavated footing dirt	**$ 1,000.00 Optional**
To provide stamped structural engineering	**$ 1,900.00**
To process deferred permit submital	**Included**
Total	**$ 42,220.00, Resale (Plus permit fees)**

SUN PROTECTION - "Commercial 95" - a **high density polyethylene** shade fabric offers excellent sun protection and **blocks up to 98% of harmful UV rays.** Because the material is **permeable** heat is not trapped underneath.

ENGINEER DESIGNED - The structures have been designed by professional engineers to conform to local building codes and withstand severe wind loads.

Should you have any questions or require further information please contact me for prompt attention.

Yours in sun protection,

George Johnson, Shade' N Net

602.484.7911 • Fax 484.7919 • 800.290.3387 • 5711 West Washington Street • Phoenix, AZ 85043

PLUMBING

ELS Construction, Inc.
3329 E Southern Avenue
Phoenix, AZ 85040
P: 602.243.1106 | F: 602.268.5040
www.elslandscapeaz.com

SELECTED SUBCONTRACTOR

PLUMBING:
$14,115.00 PLUMBING
$ 31.05 TEXTURA
$14,146.05 TOTAL PLUMBING

DATE: 4/14/2023 **REVISED**

TO: Caliente Construction.

ATTN: Kayla Hauer
P: (480) 870-9268.
Email: khauer@calienteconstruction.com.

RE: ARROWHEAD MEADOWS PICKLEBALL COURT- Hardscape
Address: 1475 West Erie Street, Chandler, AZ 85224

Proposal of **ELS CONSTRUCTION, INC.** a corporation organized and existing under the laws of the State of Arizona.

The undersigned hereby proposes and agrees to furnish any and all required labor, materials, construction equipment, transportation and services for Hardscape Amenities of **ARROWHEAD MEADOWS PICKLEBALL COURT** per plans, specifications, Bid Schedule, and pages one thru three of this proposal, for the following price:

~~**SEVEN HUNDRED FIFTY FOUR THOUSAND TWO HUNDRED FOURTY-FIVE DOLLARS & 84/100 CENTS: $754,245.84 (textura & taxes included).**~~

SEE BID SCHEDULE "EXHIBIT A" ATTACHED

The undersigned understands that payment will be made for the entire work completely and satisfactorily installed in accordance with the plans and specifications. The undersigned also understands that the Owner reserves the right to reject any and all bids or to waive any informalities in the bid.

John Lupoe General Construction Pre-Construction Director / Head Estimator

ELS Construction, Inc.
3329 E Southern Avenue
Phoenix, AZ 85040
P: 602.243.1106 | F: 602.268.5040
www.elslandscapeaz.com

SELECTED SUBCONTRACTOR

ARROWHEAD MEADOWS PICKLEBLL COURT– Hardscape
BID NOTES:

1. Construction Manager to supply grade +0.1 foot prior to commencement of work. Excludes import or export of soil.
2. ELS Construction, Inc. not liable for damage incurred through, but not limited to, vandalism, traffic, wind, rain, freezing temperatures, extreme heat, or the negligence of others.
3. Excludes sales tax, all specialty fees, ROW fees, permits, bonds, and special wages and any special or extenuating insurances coverages for Prime Contractor or Owner that ELS Construction does not already carry. Such insurances will not be obtained.
4. Proposal based on typical 40 hour work week, Monday through Friday. Excludes overtime, weekend, and night work.
5. Construction Manager to provide as-builts for location of underground utilities not handled by Blue Stake/CBYD.
6. Any condition requiring digging, using a jackhammer or hoe-ram, etc., or as a result of buried debris/structures will result in additional charges over and above the base bid.
7. Excludes demolition or clearing and grubbing of existing vegetation.
8. Excludes salvage, repair, replacement, relocation, protection, and maintenance of existing.
9. Constr. Mgr. to incur cost of water and electrical usage during construction periods.
10. No saw cutting of existing walls, walks, or roadways included. No traffic control or barricades included.
11. Construction Manager to provide water source and water for construction.
12. Construction Manager to supply 5 full size and 2 half size sets of plans and CD.
13. Includes one mobilization; any additional mobilizations may result in additional costs.
14. **Includes: Demo (curb, asphalt, sidewalk, sports court, fencing, post & nets, trees &shrubs, dg) Remove re-install trash receptacle & backup sign; Earthwork.**
    Includes: Sidewalk; Pickleball court complete incldg slab turndown where applicable, abc, surface coating & striping, post-tension engineering, net &post incldg footing; Tennis courts complete incldg slab turndown where applicable, abc, surface coating & striping, post-tension engineering, net & post incldg footing; Sports Court Fence & Gates; Fabric Shade structure as specified;
15. **Includes Site Furnishing: (5) Bench; (3) ADA Table w/4 flat seats; (2) Table w/ 6 flat seats; (1) Standard MDF Outdoor Drinking Fountain incldg sump pit; (3) Salvaged Existing Receptacles. All items & work as specified per drawings & specification.**
16. **ALTERNATE: (1) EDF Drinking fountain w/ bottle filler and incldg sump pit $9735.00**
17. **Exclusions: Water, site utilities, asphalt pavement, wall & columns, monuments, masonry & trash enclosure, electrical.**
18. Other Exclusions: Survey, staking, structural calculations, and/or engineering, special inspection, testing, permits, taxes, and any other items not specifically identified as included in this proposal.
19. Proposal per **J2Design** plans with RLA stamp dated 12-15-2022. **Bid is valid 90 days. Calendar days to complete work 30**

Note: These notes are an integral part of this budget bid proposal and should be considered and included in any contract documents. **Bid based on acceptance of all items.** If individual items are accepted the cost may have to be adjusted. ELS Construction reserves the right to revisit and revise the proposal if all items are not accepted and before award.

John Lupoe General Construction Pre-Construction Director / Head Estimator

SELECTED SUBCONTRACTOR

Page Three rev. 14-Apr-23

ARROWHEAD MEADOWS PICKLEBALL COURT

HARDSCAPE / AMENITIES

ARROWHEAD MEADOWS PICKLEBALL COURT SCHEDULE OF VALUES

Item	Description	Qty	Unit	Unit Price	Total
~~1~~	~~Demo~~	~~1~~	~~ls~~	~~$ 114,282.00~~	~~$ 114,282.00~~
~~2~~	~~Earthwork~~	~~1~~	~~ls~~	~~$ 6,835.00~~	~~$ 6,835.00~~
~~3~~	~~Sidewalk~~	~~3713~~	~~sf~~	~~$ 6.00~~	~~$ 22,278.00~~
~~4~~	~~Pickleball Crt Post Tension, Concrete, Post-n-Nets~~	~~1~~	~~ls~~	~~$ 145,050.00~~	~~$ 145,050.00~~
~~5~~	~~Tennis Court Post Tension, Concrete, Post-n-Nets~~	~~1~~	~~ls~~	~~$ 139,900.00~~	~~$ 139,900.00~~
~~6~~	~~Sports Court Coating & Striping~~	~~1~~	~~ls~~	~~$ 39,350.00~~	~~$ 39,350.00~~
~~7~~	~~Sports Courts Fence & Gates~~	~~1~~	~~ls~~	~~$ 145,825.00~~	~~$ 145,825.00~~
~~8~~	~~Tensile Shade Fabric Ramadas~~	~~2~~	~~ea~~	~~$ 26,539.00~~	~~$ 53,078.00~~
~~9~~	~~Bench~~	~~5~~	~~ea~~	~~$ 3,163.00~~	~~$ 15,815.00~~
~~10~~	~~ADA Table w/ 4 Flat Seats~~	~~3~~	~~ea~~	~~$ 4,786.00~~	~~$ 14,358.00~~
~~11~~	~~Table w/ 6 Flat Seats~~	~~2~~	~~ea~~	~~$ 6,112.00~~	~~$ 12,224.00~~
~~12~~	~~Standard Outdoor Drinking Fountain~~	~~1~~	~~ea~~	~~$ 3,500.00~~	~~$ 3,500.00~~
~~14~~	~~Salvaged Existing Receptacles~~	~~3~~	~~ea~~	~~$ 260.00~~	~~$ 780.00~~
~~15~~	~~Mobilization / General Conditions~~	~~1~~	~~ls~~	~~$ 3,000.00~~	~~$ 3,000.00~~
				~~**SUBTOTAL**~~	~~**$ 716,275.00**~~
			~~0.22%~~	~~**Textura**~~	~~**$ 1,575.81**~~
			~~5.07%~~	~~**Taxes**~~	~~**$ 36,395.04**~~
				~~**HARDSCAPE / AMENITIES TOTAL:**~~	~~**$ 754,245.84**~~

ALT:	**Drinking Fountain w/ bottle filler incldg electrical**	**1**	**ea**	**$**	**9,735.00**

***Unit prices are good till June 1st , 2023.**
***Number of Calendar Days to complete work 30**

ELS Construction, Inc.

SELECTED SUBCONTRACTOR

Rev. April 14, 2023

Arrowhead Meadows Pickleball Courts

SCHEDULE OF VALUES - LANDSCAPE

Item	Description	Qty	Unit	Unit Price	Total
~~1~~	~~Tree - 24" Box~~	~~9~~	~~Ea.~~	~~$ 425.00~~	~~$ 3,825.00~~
~~2~~	~~Shrub - 5 Gallon~~	~~72~~	~~Ea.~~	~~$ 33.00~~	~~$ 2,376.00~~
~~3~~	~~Groundcover - 1 Gallon~~	~~22~~	~~Ea.~~	~~$ 10.00~~	~~$ 220.00~~
~~4~~	~~D.G. - 5/8" Screened "Apache Brown"~~	~~7500~~	~~Sq.Ft.~~	~~$ 0.75~~	~~$ 5,625.00~~
~~5~~	~~Irrigation System~~	~~1~~	~~L.S.~~	~~$ 35,599.00~~	~~$ 35,599.00~~
~~6~~	~~Relocate Existing Controller, Install in New Enclosure~~	~~1~~	~~Ea.~~	~~$ 3,500.00~~	~~$ 3,500.00~~
~~7~~	~~Relocate Existing Reduced Pressure Assembly 2"~~	~~1~~	~~Ea.~~	~~$ 1,500.00~~	~~$ 1,500.00~~
8	Drinking Fountain Supply Line	1	L.S.	$ 1,030.00	$ 1,030.00
9	Drinking Fountain - Reduced Pressure Assembly 1"	1	L.S.	$ 1,350.00	$ 1,350.00
~~10~~	~~Remove Existing Irrigation Components~~	~~1~~	~~L.S.~~	~~$ 750.00~~	~~$ 750.00~~
~~11~~	~~Maintenance - 90 Days~~	~~1~~	~~L.S.~~	~~$ 1,800.00~~	~~$ 1,800.00~~
12	Mobilization / General Conditions $2,000.00 INCL IN PLUMBING	1	L.S.	$ ~~4,500.00~~ $2,000.00	~~4,500.00~~

~~Subtotal:~~	~~$ 62,075.00~~
~~Textura @ 0.22%:~~	~~$ 136.57~~
~~Taxes @ 5.07%:~~	~~$ 3,154.13~~
~~**LANDSCAPE TOTAL:**~~	~~**$ 65,365.69**~~

~~SCHEDULE OF VALUES - SITE ELECTRICAL~~

Item	Description	Qty	Unit	Unit Price	Total
~~1~~	~~Relocate Transformer~~	~~1~~	~~Ea.~~	~~$ 2,000.00~~	~~$ 2,000.00~~
~~2~~	~~Upgrade Panel~~	~~1~~	~~Ea.~~	~~$ 2,500.00~~	~~$ 2,500.00~~
~~3~~	~~Conduit, Wires, and Splices~~	~~1~~	~~L.S.~~	~~$ 19,495.00~~	~~$ 19,495.00~~
~~4~~	~~New Light Fixtures & Mast Arms~~	~~1~~	~~L.S.~~	~~$ 100,595.00~~	~~$ 100,595.00~~
~~5~~	~~Ramada Lights~~	~~1~~	~~L.S.~~	~~$ 3,440.00~~	~~$ 3,440.00~~
~~6~~	~~Mobilization / General Conditions~~	~~1~~	~~L.S.~~	~~$ 4,690.00~~	~~$ 4,690.00~~

~~Subtotal:~~	~~$ 132,720.00~~
~~Textura @ 0.22%:~~	~~$ 291.98~~
~~Taxes @ 5.07%:~~	~~$ 6,743.71~~
~~**SITE ELECTRICAL TOTAL:**~~	~~**$ 139,755.69**~~

ELECTRICAL

SELECTED SUBCONTRACTOR

DP ELECTRIC INC

April 3, 2023
Project: JOC Arrowhead Meadows Park Lighting

Caliente Construction Inc.
Attn: Kayla Hauer

DP Electric Inc. is pleased to provide you with a Proposal for the above referenced project. This proposal is based on drawings SE1.1, SE2.1, SE3.1, SE3.2.

Electrical……$130,547.00
Add Alt Tax……...$5,950.00

Qualification Notes:

1. Provide and installation of (80ft) of 2 ½ inch schedule 40 PVC conduit with (3) #3/0, (1) #6 wire to refeed existing panel from new transformer location.
2. Provide and installation of (2) #3 concrete pull boxes per detail #2 on sheet SE3.1.
3. Provide and installation of (6) push buttons per detail #6 on sheet SE3.2
4. Provide and installation of (3) VPF4-4FT-NODIM-40-30K-MVOLT-OP-BRZ fixtures.
5. Provide and installation of (2) 20amp GFCI duplex receptacle and in use cover per detail #4 on sheet SE3.2.
6. Remove (18) existing pole light fixtures (disposal by others).
7. Provide and installation of (6) light pole fixture mast per detail #3 on sheet SE3.2.
8. Provide and installation of (24) GAN-SA0D-730-U-T4W-MA-BZ fixtures/arms per detail #3 on sheet SE3.2.
9. Provide and installation of PVC conduit and wire to drinking fountain per detail #5 on sheet SE3.2.
10. Provide and installation of PVC conduit and wire for irrigation controller.
11. Remove existing push button, demo wires back to nearest connection point.
12. Provide and installation of (6) Arlington Gard-N-Post with 20amp GFCI duplex receptacle and lockable metal in use cover per detail #7 on sheet SE3.2.
13. Provide and installation of (2) 2 pole 120/240v breakers in existing panel.
14. Provide and installation of (5) single pole 120/240v breakers in existing panel.
15. Proposal assumes reuse of existing light poles and concrete bases and power feeds.
16. Proposal assumes reuse of existing unnamed panel.
17. Proposal includes rental equipment.
18. All work performed per the NFPA 70E.
19. This proposal is valid for (30-days) only. (see material escalation note at the end of this proposal)

Exclusions:

1. All conduit and wire relating to electrical service utilities.
2. Relocation of electrical service utilities transformer or concrete pad.
3. Disposal of electrical equipment to be performed by others.
4. All lighting controls.
5. All Landscaping damages.
6. All rock or hard dig.
7. Overtime or afterhours work.
8. Liquidated damages.
9. Any existing conditions/code violations.
10. All BMS and EMS Systems in its entire.
11. All engineering/fees, permits/fees, special inspection fees, utility fees.
12. All coordination or load studies.
13. All Dry Wall Cutting and Patching/Painting.

Insurance, Warranty & Spares:

∘ Proposal includes the basic "Additional Insured" insurance for GC & project owner ∘ Proposal includes (1) year warranty and (2) year workmanship ∘ DP Electric will only transfer the manufacturer's warranties to Owner. ∘ Lamps are not covered under warranty ∘ No Spares (no spare fuses, no spare lamps & no spare ballasts) ∘

Material Escalation:

Any material escalation that exceeds 3% from the date of this proposal for the electrical rough materials shall be considered as additional cost to the project and shall be billed as material escalation change-order. This is due to volatility in price of steel & copper.

If you have any questions, please feel free to contact us.
Thank you.

DP ELECTRIC INC
Alan Partida
Assistant Project Manager
O: 480-476-8768
M: **480-486-2778**
F: 480-858-9067
alan.partida@dpelectric.com

EARTHWORK

ELS Construction, Inc.
3329 E Southern Avenue
Phoenix, AZ 85040
P: 602.243.1106 | F: 602.268.5040
www.elslandscapeaz.com

SELECTED SUBCONTRACTOR

EARTHWORK:
$6,835.00 EARTHWORK
$ 15.04 TEXTURA
$6,850.04 TOTAL EARTHWORK

DATE: 4/14/2023 **REVISED**

TO: Caliente Construction.

ATTN: Kayla Hauer
P: (480) 870-9268.
Email: khauer@calienteconstruction.com.

RE: ARROWHEAD MEADOWS PICKLEBALL COURT- Hardscape
Address: 1475 West Erie Street, Chandler, AZ 85224

Proposal of **ELS CONSTRUCTION, INC.** a corporation organized and existing under the laws of the State of Arizona.

The undersigned hereby proposes and agrees to furnish any and all required labor, materials, construction equipment, transportation and services for Hardscape Amenities of **ARROWHEAD MEADOWS PICKLEBALL COURT** per plans, specifications, Bid Schedule, and pages one thru three of this proposal, for the following price:

~~**SEVEN HUNDRED FIFTY FOUR THOUSAND TWO HUNDRED FOURTY-FIVE DOLLARS & 84/100 CENTS: $754,245.84 (textura & taxes included).**~~

SEE BID SCHEDULE "EXHIBIT A" ATTACHED

The undersigned understands that payment will be made for the entire work completely and satisfactorily installed in accordance with the plans and specifications. The undersigned also understands that the Owner reserves the right to reject any and all bids or to waive any informalities in the bid.

John Lupoe General Construction Pre-Construction Director / Head Estimator

ELS Construction, Inc.
3329 E Southern Avenue
Phoenix, AZ 85040
P: 602.243.1106 | F: 602.268.5040
www.elslandscapeaz.com

SELECTED SUBCONTRACTOR

ARROWHEAD MEADOWS PICKLEBLL COURT– Hardscape
BID NOTES:

1. Construction Manager to supply grade +0.1 foot prior to commencement of work. Excludes import or export of soil.
2. ELS Construction, Inc. not liable for damage incurred through, but not limited to, vandalism, traffic, wind, rain, freezing temperatures, extreme heat, or the negligence of others.
3. Excludes sales tax, all specialty fees, ROW fees, permits, bonds, and special wages and any special or extenuating insurances coverages for Prime Contractor or Owner that ELS Construction does not already carry. Such insurances will not be obtained.
4. Proposal based on typical 40 hour work week, Monday through Friday. Excludes overtime, weekend, and night work.
5. Construction Manager to provide as-builts for location of underground utilities not handled by Blue Stake/CBYD.
6. Any condition requiring digging, using a jackhammer or hoe-ram, etc., or as a result of buried debris/structures will result in additional charges over and above the base bid.
7. Excludes demolition or clearing and grubbing of existing vegetation.
8. Excludes salvage, repair, replacement, relocation, protection, and maintenance of existing.
9. Constr. Mgr. to incur cost of water and electrical usage during construction periods.
10. No saw cutting of existing walls, walks, or roadways included. No traffic control or barricades included.
11. Construction Manager to provide water source and water for construction.
12. Construction Manager to supply 5 full size and 2 half size sets of plans and CD.
13. Includes one mobilization; any additional mobilizations may result in additional costs.
14. **Includes: Demo (curb, asphalt, sidewalk, sports court, fencing, post & nets, trees &shrubs, dg) Remove re-install trash receptacle & backup sign; Earthwork.**
    Includes: Sidewalk; Pickleball court complete incldg slab turndown where applicable, abc, surface coating & striping, post-tension engineering, net &post incldg footing; Tennis courts complete incldg slab turndown where applicable, abc, surface coating & striping, post-tension engineering, net & post incldg footing; Sports Court Fence & Gates; Fabric Shade structure as specified;
15. **Includes Site Furnishing: (5) Bench; (3) ADA Table w/4 flat seats; (2) Table w/ 6 flat seats; (1) Standard MDF Outdoor Drinking Fountain incldg sump pit; (3) Salvaged Existing Receptacles. All items & work as specified per drawings & specification.**
16. **ALTERNATE: (1) EDF Drinking fountain w/ bottle filler and incldg sump pit $9735.00**
17. **Exclusions: Water, site utilities, asphalt pavement, wall & columns, monuments, masonry & trash enclosure, electrical.**
18. Other Exclusions: Survey, staking, structural calculations, and/or engineering, special inspection, testing, permits, taxes, and any other items not specifically identified as included in this proposal.
19. Proposal per **J2Design** plans with RLA stamp dated 12-15-2022. **Bid is valid 90 days. Calendar days to complete work 30**

Note: These notes are an integral part of this budget bid proposal and should be considered and included in any contract documents. **Bid based on acceptance of all items.** If individual items are accepted the cost may have to be adjusted. ELS Construction reserves the right to revisit and revise the proposal if all items are not accepted and before award.

John Lupoe General Construction Pre-Construction Director / Head Estimator

SELECTED SUBCONTRACTOR

Page Three rev. 14-Apr-23

ARROWHEAD MEADOWS PICKLEBALL COURT

HARDSCAPE / AMENITIES

ARROWHEAD MEADOWS PICKLEBALL COURT SCHEDULE OF VALUES

Item	Description	Qty	Unit	Unit Price	Total
~~1~~	~~Demo~~	~~1~~	~~ls~~	~~$ 114,282.00~~	~~$ 114,282.00~~
2	Earthwork	1	ls	$ 6,835.00	$ 6,835.00
~~3~~	~~Sidewalk~~	~~3713~~	~~sf~~	~~$ 6.00~~	~~$ 22,278.00~~
~~4~~	~~Pickleball Crt Post Tension, Concrete, Post-n-Nets~~	~~1~~	~~ls~~	~~$ 145,050.00~~	~~$ 145,050.00~~
~~5~~	~~Tennis Court Post Tension, Concrete, Post-n-Nets~~	~~1~~	~~ls~~	~~$ 139,900.00~~	~~$ 139,900.00~~
~~6~~	~~Sports Court Coating & Striping~~	~~1~~	~~ls~~	~~$ 39,350.00~~	~~$ 39,350.00~~
~~7~~	~~Sports Courts Fence & Gates~~	~~1~~	~~ls~~	~~$ 145,825.00~~	~~$ 145,825.00~~
~~8~~	~~Tensile Shade Fabric Ramadas~~	~~2~~	~~ea~~	~~$ 26,539.00~~	~~$ 53,078.00~~
~~9~~	~~Bench~~	~~5~~	~~ea~~	~~$ 3,163.00~~	~~$ 15,815.00~~
~~10~~	~~ADA Table w/ 4 Flat Seats~~	~~3~~	~~ea~~	~~$ 4,786.00~~	~~$ 14,358.00~~
~~11~~	~~Table w/ 6 Flat Seats~~	~~2~~	~~ea~~	~~$ 6,112.00~~	~~$ 12,224.00~~
~~12~~	~~Standard Outdoor Drinking Fountain~~	~~1~~	~~ea~~	~~$ 3,500.00~~	~~$ 3,500.00~~
~~14~~	~~Salvaged Existing Receptacles~~	~~3~~	~~ea~~	~~$ 260.00~~	~~$ 780.00~~
~~15~~	~~Mobilization / General Conditions~~	~~1~~	~~ls~~	~~$ 3,000.00~~	~~$ 3,000.00~~
				~~**SUBTOTAL**~~	~~**$ 716,275.00**~~
			~~0.22%~~	~~**Textura**~~	~~**$ 1,575.81**~~
			~~5.07%~~	~~**Taxes**~~	~~**$ 36,395.04**~~
				~~**HARDSCAPE / AMENITIES TOTAL:**~~	~~**$ 754,245.84**~~

~~**ALT: Drinking Fountain w/ bottle filler incldg electrical 1 ea $ 9,735.00**~~

***Unit prices are good till June 1st , 2023.**
***Number of Calendar Days to complete work 30**

ELS Construction, Inc.

ATHLETIC SURFACING

ELS Construction, Inc.
3329 E Southern Avenue
Phoenix, AZ 85040
P: 602.243.1106 | F: 602.268.5040
www.elslandscapeaz.com

SELECTED SUBCONTRACTOR

COURTS/P-T CONCRETE:	
$327,300.00	COURTS/P-T CONCRETE
$ 720.06	TEXTURA
$328,020.06	TOTAL COURTS/P-T CONCRETE

DATE: 4/14/2023 **REVISED**

TO: Caliente Construction.

ATTN: Kayla Hauer
P: (480) 870-9268.
Email: khauer@calienteconstruction.com.

RE: ARROWHEAD MEADOWS PICKLEBALL COURT- Hardscape
Address: 1475 West Erie Street, Chandler, AZ 85224

Proposal of **ELS CONSTRUCTION, INC.** a corporation organized and existing under the laws of the State of Arizona.

The undersigned hereby proposes and agrees to furnish any and all required labor, materials, construction equipment, transportation and services for Hardscape Amenities of **ARROWHEAD MEADOWS PICKLEBALL COURT** per plans, specifications, Bid Schedule, and pages one thru three of this proposal, for the following price:

~~**SEVEN HUNDRED FIFTY FOUR THOUSAND TWO HUNDRED FOURTY-FIVE DOLLARS & 84/100 CENTS: $754,245.84 (textura & taxes included).**~~

SEE BID SCHEDULE "EXHIBIT A" ATTACHED

The undersigned understands that payment will be made for the entire work completely and satisfactorily installed in accordance with the plans and specifications. The undersigned also understands that the Owner reserves the right to reject any and all bids or to waive any informalities in the bid.

John Lupoe General Construction Pre-Construction Director / Head Estimator

ELS Construction, Inc.
3329 E Southern Avenue
Phoenix, AZ 85040
P: 602.243.1106 | F: 602.268.5040
www.elslandscapeaz.com

SELECTED SUBCONTRACTOR

ARROWHEAD MEADOWS PICKLEBLL COURT– Hardscape
BID NOTES:

1. Construction Manager to supply grade +0.1 foot prior to commencement of work. Excludes import or export of soil.
2. ELS Construction, Inc. not liable for damage incurred through, but not limited to, vandalism, traffic, wind, rain, freezing temperatures, extreme heat, or the negligence of others.
3. Excludes sales tax, all specialty fees, ROW fees, permits, bonds, and special wages and any special or extenuating insurances coverages for Prime Contractor or Owner that ELS Construction does not already carry. Such insurances will not be obtained.
4. Proposal based on typical 40 hour work week, Monday through Friday. Excludes overtime, weekend, and night work.
5. Construction Manager to provide as-builts for location of underground utilities not handled by Blue Stake/CBYD.
6. Any condition requiring digging, using a jackhammer or hoe-ram, etc., or as a result of buried debris/structures will result in additional charges over and above the base bid.
7. Excludes demolition or clearing and grubbing of existing vegetation.
8. Excludes salvage, repair, replacement, relocation, protection, and maintenance of existing.
9. Constr. Mgr. to incur cost of water and electrical usage during construction periods.
10. No saw cutting of existing walls, walks, or roadways included. No traffic control or barricades included.
11. Construction Manager to provide water source and water for construction.
12. Construction Manager to supply 5 full size and 2 half size sets of plans and CD.
13. Includes one mobilization; any additional mobilizations may result in additional costs.
14. **Includes: Demo (curb, asphalt, sidewalk, sports court, fencing, post & nets, trees &shrubs, dg) Remove re-install trash receptacle & backup sign; Earthwork.**
    Includes: Sidewalk; Pickleball court complete incldg slab turndown where applicable, abc, surface coating & striping, post-tension engineering, net &post incldg footing; Tennis courts complete incldg slab turndown where applicable, abc, surface coating & striping, post-tension engineering, net & post incldg footing; Sports Court Fence & Gates; Fabric Shade structure as specified;
15. **Includes Site Furnishing: (5) Bench; (3) ADA Table w/4 flat seats; (2) Table w/ 6 flat seats; (1) Standard MDF Outdoor Drinking Fountain incldg sump pit; (3) Salvaged Existing Receptacles. All items & work as specified per drawings & specification.**
16. **ALTERNATE: (1) EDF Drinking fountain w/ bottle filler and incldg sump pit $9735.00**
17. **Exclusions: Water, site utilities, asphalt pavement, wall & columns, monuments, masonry & trash enclosure, electrical.**
18. Other Exclusions: Survey, staking, structural calculations, and/or engineering, special inspection, testing, permits, taxes, and any other items not specifically identified as included in this proposal.
19. Proposal per **J2Design** plans with RLA stamp dated 12-15-2022. **Bid is valid 90 days. Calendar days to complete work 30**

Note: These notes are an integral part of this budget bid proposal and should be considered and included in any contract documents. **Bid based on acceptance of all items.** If individual items are accepted the cost may have to be adjusted. ELS Construction reserves the right to revisit and revise the proposal if all items are not accepted and before award.

John Lupoe General Construction Pre-Construction Director / Head Estimator

SELECTED SUBCONTRACTOR

 rev. 14-Apr-23

ARROWHEAD MEADOWS PICKLEBALL COURT

HARDSCAPE / AMENITIES

ARROWHEAD MEADOWS PICKLEBALL COURT SCHEDULE OF VALUES

Item	Description	Qty	Unit	Unit Price	Total
~~1~~	~~Demo~~	~~1~~	~~ls~~	~~$ 114,282.00~~	~~$ 114,282.00~~
~~2~~	~~Earthwork~~ INCL CONCRETE & SITEWORK	~~1~~	~~ls~~	~~$ 6,835.00~~	~~$ 6,835.00~~
~~3~~	~~Sidewalk~~ ASSOC. W/CONCRETE	~~3713~~	~~sf~~	~~$ 6.00~~	~~$ 22,278.00~~
4	Pickleball Crt Post Tension, Concrete, Post-n-Nets	1	ls	$ 145,050.00	$ 145,050.00
5	Tennis Court Post Tension, Concrete, Post-n-Nets	1	ls	$ 139,900.00	$ 139,900.00
6	Sports Court Coating & Striping	1	ls	$ 39,350.00	$ 39,350.00
~~7~~	~~Sports Courts Fence & Gates~~	~~1~~	~~ls~~	~~$ 145,825.00~~	~~$ 145,825.00~~
~~8~~	~~Tensile Shade Fabric Ramadas~~	~~2~~	~~ea~~	~~$ 26,539.00~~	~~$ 53,078.00~~
~~9~~	~~Bench~~	~~5~~	~~ea~~	~~$ 3,163.00~~	~~$ 15,815.00~~
~~10~~	~~ADA Table w/ 4 Flat Seats~~	~~3~~	~~ea~~	~~$ 4,786.00~~	~~$ 14,358.00~~
~~11~~	~~Table w/ 6 Flat Seats~~	~~2~~	~~ea~~	~~$ 6,112.00~~	~~$ 12,224.00~~
~~12~~	~~Standard Outdoor Drinking Fountain~~	~~1~~	~~ea~~	~~$ 3,500.00~~	~~$ 3,500.00~~
~~14~~	~~Salvaged Existing Receptacles~~	~~3~~	~~ea~~	~~$ 260.00~~	~~$ 780.00~~
15	Mobilization / General Conditions	1	ls	$ 3,000.00	$ 3,000.00
				~~**SUBTOTAL**~~	~~**$ 716,275.00**~~
			~~0.22%~~	~~**Textura**~~	~~**$ 1,575.81**~~
			~~5.07%~~	~~**Taxes**~~	~~**$ 36,395.04**~~
				~~**HARDSCAPE / AMENITIES TOTAL:**~~	~~**$ 754,245.84**~~

~~**ALT: Drinking Fountain w/ bottle filler incldg electrical 1 ea $ 9,735.00**~~

***Unit prices are good till June 1st , 2023.**
***Number of Calendar Days to complete work 30**

ELS Construction, Inc.

FENCING, GATES, WINDSCREEN

SELECTED SUBCONTRACTOR

PROPOSAL

8320 N. 67th Ave
Glendale, AZ 85302
Phone: (623) 247-5896
Fax: (623) 939-1940
Date: 4/3/2023
ROC094682

Customer: CALIENTE CONSTRUCTION
Address: 485 W VAUGHN STREET
TEMPE, AZ 85283

Project: ARROWHEAD MEADOWS PARK
TENNIS & PICKLEBALL COURTS RENO
CHANDLER, ARIZONA

Attn: KAYLA HAUER

Item #:	Description:	QTY:
	FURNISH & INSTALL THE FOLLOWING PER THE PROJECT PLANS:	
1	10' HT GALVANIZED CHAIN LINK COURT PERIMETER & DIVIDER FENCING.	771 LF
2	10' HT X 12' W GALVANIZED CHAIN LINK DUAL LEAF MAINTENANCE GATE.	1 EA
3	7' HT X 4' W PEDESTRIAN GATE WITH FIXED OVERHEAD PANEL.	5 EA
4	9' HT WINDSCREEN ON CHAIN LINK PERIMETER FENCE.	478 LF
5	4' HT GALVANIZED CHAIN LINK PICKLEBALL COURT DIVIDING FENCE.	412 LF
6	4' HT X 4' W W CHAIN LINK PEDESTRIAN GATE	12 EA
7	TOP RAIL GUARD FOR 4' CHAIN LINK FENCE & GATES.	460 LF

CHAIN LINK FENCING IS BID BASED ON THE LAYOUT SHOWN ON HS-304. ALL QUANTITIES ABOVE ARE OUR TAKEOFF QUANTITIES AND MAY VARY FROM THE ONES LISTED ON HARDSCAPE AMENITIES SCHEDULE. UNLESS THERE IS A DESIGN CHANGE WE WILL NOT REQUEST CHANGE ORDERS FOR MINOR QUANTITY VARIATIONS.

Subtotal:	$140,392.31
Bonds:	EXCLUDED
Permits:	EXCLUDED
Sales Tax:	$8,423.54
Total:	**$148,815.85**

Contact: Ryan Blauvelt - President
Cell: 602.397.0127 Email: RyanB@AssociatedFence.Net
Terms: Payment will be Net 30 Days.

Excludes: Site Grading & Staking, Bonds, Permits, Knox Boxes & Switches, Panic Hardware, Engineering, Core Drilling, Saw Cutting, and Sales Tax.

LANDSCAPING & IRRIGATION

ELS Construction, Inc.
3329 E Southern Avenue
Phoenix, AZ 85040
P: 602.243.1106 | F: 602.268.5040
www.elslandscapeaz.com

SELECTED SUBCONTRACTOR

LANDSCAPING/IRRIGATION:
$57,695.00 LANDSCAPING/IRRIGATION
$ 126.93 TEXTURA
$57,821.93 TOTAL LANDSCAPING/IRRIGATION

REVISED

April 14, 2023

To: Caliente Construction, Inc.
485 W. Vaughn St.
Tempe, AZ 85283

Attention: LeAnn Close

RE: ARROWHEAD MEADOWS PARK – TENNIS & PICKLEBALL COURTS RENOVATIONS

Proposal of **ELS CONSTRUCTION, INC.** a corporation organized and existing under the laws of the State of Arizona.

The undersigned hereby proposes and agrees to furnish labor, materials, construction equipment, transportation and services for landscaping and electrical of **ARROWHEAD MEADOWS PARK – TENNIS & PICKLEBALL COURTS RENOVATIONS** per plans, specifications, and pages two and three of this proposal, for the following price:

~~**TWO HUNDRED FIVE THOUSAND, ONE HUNDRED TWENTY-ONE DOLLARS THIRTY-EIGHT CENTS: $205,121.38**~~

The undersigned understands that payment will be made for the entire work completely and satisfactorily installed in accordance with the plans and specifications. The undersigned also understands that the Owner reserves the right to reject any and all bids or to waive any informalities in the bid.

ELS CONSTRUCTION, INC.

Butch Garza

Butch Garza
Chief Estimator

SELECTED SUBCONTRACTOR

BID NOTES:

1. ELS Construction, Inc. not liable for damage incurred through, but not limited to: vandalism, acts of God, traffic, wind, rain, freezing temperatures, extreme heat, or the negligence of others.
2. Guarantee/warranty is one year for irrigation and trees and 90-days for shrubs and groundcover. For warranty to remain in effect, the maintenance must be done by a licensed maintenance contractor with weekly updates e-mailed to ELS Construction, Inc.
3. Excludes all specialty fees, ROW fees, permits, testing, bonds, and special wages. Excludes architect fees and coordination costs.
4. Proposal based on typical 40-hour work week, Monday through Friday. Excludes overtime, weekend and night work.
5. Construction Manager to provide as-builts for location of underground utilities not handled by Arizona 811 (BlueStake).
6. Excludes "hard dig". Conditions that exceed the capabilities of a 40hp trencher or John Deere 310E backhoe (or equal) will be considered "hard dig" and will be at an additional cost. Any condition requiring excessive digging using a jackhammer or hoe-ram, etc., or as a result of buried debris/structures will result in additional charges over and above the base bid.
7. Unless specifically shown otherwise on landscape plans it is assumed that there are no gas lines, fiber optics, or other underground utilities that will interfere with the installation of ELS's scope of work. Any such lines that present themselves at time of install will result in an added cost over and above original proposal.
8. Application of the following chemical compounds to pavement subgrades by Construction Manager, Paving Contractor or agent thereof may cause warranty of plant material to be voided: bromacil, prometon, atrazine, picloram, tebuthiuron, and spike.
9. Construction manager to incur cost of water and electrical usage.
10. Excludes temporary power and/or water.
11. Areas to be accessible with reach forklift or backhoe. Excludes use of crane.
12. Excludes traffic control, barricades, barriers, and protective fencing.
13. Excludes all survey, staking, structural calculations, special inspections, and engineering.
14. All plant material bid as provided by local commercial nurseries. Field grown & retail nursery material will be at additional cost.
15. Includes one mobilization; any additional mobilizations may result in additional costs.
16. **Project bid as a single continuous phase. If project is phased additional costs for mobilizations and maintenance will be added. If production is stopped for more than 2-weeks additional costs for mobilizations and maintenance will be added.**
17. Proposal per J2 Engineering & Environmental Design plan dated 12/15/2022, and Wright Engineering plan dated 12/2/2022. No additional specifications or addenda received.
18. Proposal based on acceptance of all items bid. ELS Construction reserves the right to revisit and revise the proposal if all items are not accepted.
19. Bid is valid for 30 days only. Materials are limited, have long lead times, and are subject to prior sale.
20. Lead time for light fixtures and mast arms is 12 to 24 weeks from date of submittal approval.
21. **Proposal is based on today's material pricing. Price increases will be done through change order at time of purchase/install.**

****THESE NOTES ARE AN INTEGRAL PART OF THIS BID PROPOSAL AND ARE TO BE INCLUDED IN ALL CONTRACT DOCUMENTS.**

ELS CONSTRUCTION, INC.

SELECTED SUBCONTRACTOR

Rev. April 14, 2023

Arrowhead Meadows Pickleball Courts

SCHEDULE OF VALUES - LANDSCAPE

Item	Description	Qty	Unit	Unit Price	Total
1	Tree - 24" Box	9	Ea.	$ 425.00	$ 3,825.00
2	Shrub - 5 Gallon	72	Ea.	$ 33.00	$ 2,376.00
3	Groundcover - 1 Gallon	22	Ea.	$ 10.00	$ 220.00
4	D.G. - 5/8" Screened "Apache Brown"	7500	Sq.Ft.	$ 0.75	$ 5,625.00
5	Irrigation System	1	L.S.	$ 35,599.00	$ 35,599.00
6	Relocate Existing Controller, Install in New Enclosure	1	Ea.	$ 3,500.00	$ 3,500.00
7	Relocate Existing Reduced Pressure Assembly 2"	1	Ea.	$ 1,500.00	$ 1,500.00
~~8~~	~~Drinking Fountain Supply Line~~	~~1~~	~~L.S.~~	~~$ 1,030.00~~	~~$ 1,030.00~~
~~9~~	~~Drinking Fountain - Reduced Pressure Assembly 1"~~	~~1~~	~~L.S.~~	~~$ 1,350.00~~	~~$ 1,350.00~~
10	Remove Existing Irrigation Components	1	L.S.	$ 750.00	$ 750.00
11	Maintenance - 90 Days	1	L.S.	$ 1,800.00	$ 1,800.00
12	Mobilization / General Conditions $2,500.00 INCL IN LANDSCAPING	1	L.S.	$ ~~4,500.00~~	$2,500.00 ~~$ 4,500.00~~

~~Subtotal: $ 62,075.00~~

~~Textura @ 0.22%: $ 136.57~~

~~Taxes @ 5.07%: $ 3,154.13~~

~~**LANDSCAPE TOTAL: $ 65,365.69**~~

~~SCHEDULE OF VALUES - SITE ELECTRICAL~~

Item	Description	Qty	Unit	Unit Price	Total
~~1~~	~~Relocate Transformer~~	~~1~~	~~Ea.~~	~~$ 2,000.00~~	~~$ 2,000.00~~
~~2~~	~~Upgrade Panel~~	~~1~~	~~Ea.~~	~~$ 2,500.00~~	~~$ 2,500.00~~
~~3~~	~~Conduit, Wires, and Splices~~	~~1~~	~~L.S.~~	~~$ 19,495.00~~	~~$ 19,495.00~~
~~4~~	~~New Light Fixtures & Mast Arms~~	~~1~~	~~L.S.~~	~~$ 100,595.00~~	~~$ 100,595.00~~
~~5~~	~~Ramada Lights~~	~~1~~	~~L.S.~~	~~$ 3,440.00~~	~~$ 3,440.00~~
~~6~~	~~Mobilization / General Conditions~~	~~1~~	~~L.S.~~	~~$ 4,690.00~~	~~$ 4,690.00~~

~~Subtotal: $ 132,720.00~~

~~Textura @ 0.22%: $ 291.98~~

~~Taxes @ 5.07%: $ 6,743.71~~

~~**SITE ELECTRICAL TOTAL: $ 139,755.69**~~

ELS Construction, Inc.

EXHIBIT C

PERFORMANCE BOND

ARIZONA STATUTORY PERFORMANCE BOND
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

Bond No. 609206222

KNOW ALL MEN BY THESE PRESENTS THAT: Caliente Construction, Inc. (hereinafter "Principal"), and The Ohio Casualty Insurance Company (hereinafter "Surety"), a corporation organized and existing under the laws of the State of New Hampshire with its principal office in the City of Keene, New Hampshire, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto The City of Chandler (hereinafter "Obligee") in the amount of One Million, Two Hundred Four Thousand, Three Hundred Ninety Nine & 23/100 (Dollars) ($1,204,399.23), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated

the 25th day of April, 20 23 for construction of **ARROWHEAD MEADOWS PARK TENNIS/PICKLEBALL COURT REPLACEMENT, PR2202.401** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice of the Surety, and during the life of any guaranty required under the contract, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond will be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond may recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this 25th day of April, 2023

Caliente Construction, Inc.
PRINCIPAL SEAL

By
Eric Bergman, Director of Client Services

The Ohio Casualty Insurance Company
SURETY SEAL

By
Wendy Capirci, Attorney-in-Fact

INSURICA Southwest Insurance Services, LLC
AGENT OF RECORD

4686 E Van Buren St, Ste 310, Phoenix AZ 85008
AGENT ADDRESS

Project Name: ARROWHEAD MEADOWS PARK TENNIS/PICKLEBALL COURT REPLACEMENT
Project No.: PR2202.401
Rev. 10/11/2022

EXHIBIT D

PAYMENT BOND

ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLES 28, 34, AND 41, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract amount)

Bond No. 609206222

KNOW ALL MEN BY THESE PRESENTS THAT: Caliente Construction, Inc.

(hereinafter "Principal"), as Principal, and The Ohio Casualty Insurance Company (hereinafter "Surety"), a corporation organized and existing under the laws of the State of New Hampshire with its principal office in the City of Keene, New Hampshire holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto The City of Chandler (hereinafter "Obligee") in the amount of One Million, Two Hundred Four Thousand, Three Hundred Ninety Nine & 23/100 (Dollars) ($1,204,399.23), for the payment whereof, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 25th day of April, 2023 for construction of **ARROWHEAD MEADOWS PARK TENNIS/PICKLEBALL COURT REPLACEMENT, PR2202.401** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in said contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 Arizona Revised Statutes, and all liabilities on this bond will be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond may recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this 25th day of April, 2023

Caliente Construction, Inc.
PRINCIPAL SEAL

By
Eric Bergman, Director of Client Services

CALIENTE CONSTRUCTION, INC. CORPORATE SEAL 1991 ARIZONA

INSURICA Southwest Insurance Services, LLC
AGENT OF RECORD

The Ohio Casualty Insurance Company
SURETY SEAL

By
Wendy Capucci, Attorney-in-Fact

4686 E Van Buren St, Ste 310, Phoenix AZ 85008
AGENT ADDRESS

STATE
OF
ARIZONA

DEPARTMENT OF INSURANCE AND FINANCIAL INSTITUTIONS

This is to certify, that this instrument is a true, full and correct copy of the original on file with the Department of Insurance and Financial Institutions of the State of Arizona and consists of 1 pages(s)

Here unto set my hand and the official seal of this Department for the Director of Insurance and Financial Institutions this 7 February 2023.

Authorized Representative

Certificate No.: 302008

STATE OF ARIZONA

DEPARTMENT OF INSURANCE

CERTIFICATE OF AUTHORITY

I, GERMAINE L. MARKS, Director of Insurance of the State of Arizona, do hereby certify that

THE OHIO CASUALTY INSURANCE COMPANY
Domiciled in New Hampshire
NAIC NO. 24074

has complied with the requirements of the Arizona Revised Statutes, Title 20 and is hereby authorized, subject to the provisions thereof and the Charter Powers of said Company, to transact the following kinds of insurance business:

CASUALTY WITH WORKERS' COMPENSATION
DISABILITY
MARINE AND TRANSPORTATION
PROPERTY
SURETY
VEHICLE

within the State of Arizona unless surrendered, suspended or revoked by the Director of Insurance.

In TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Director of Insurance at the City of Phoenix. The effective date of this certificate is October 1, 2012.

Germaine L. Marks

Germaine L. Marks
Director of Insurance

273960

302008

INSURICA

Insurance Producer Endorsement

This endorsement changes the policy/bond to include:

Your agent/agency for this policy is:

INSURICA Southwest Insurance Services, LLC
4686 E. Van Buren #310
Phoenix AZ 85008
602-273-1625

All other terms and conditions of the policy/bond remain unchanged.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual. SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8208307-969537

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake C. Johnson; Cliff Spickler; Deborah K. Anderson; Lori L. Dawson-Brown; Michael D. Specht; Nick Duckworth; Wendy Capirci

all of the city of Phoenix state of AZ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of July, 2022.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS — THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE — WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 14th day of July, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of April, 2023.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS — THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE — WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (P.O.A.) verification inquiries, please call 610-832-8240 or email HOAR@libertymutual.com.

EXHIBIT E

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project Name: **ARROWHEAD MEADOWS PARK TENNIS/PICKLEBALL COURT REPLACEMENT**
Project No.: **PR2202.401**

To the City of Chandler, Arizona

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of $_____, as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Chandler against any and all liens, claims or liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performances and materials furnished for the performance of said installation.

Signed and dated at _____, this _____ day of _____ 20_____.

_____
CONTRACTOR

By _____

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____ 20 _____.

_____
Notary Public

_____
My Commission Expires

EXHIBIT F

CERTIFICATE OF COMPLETION

Project: **ARROWHEAD MEADOWS PARK TENNIS/PICKLEBALL COURT REPLACEMENT**
Project No.: **PR2202.401**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **PR2202.401** HAVE BEEN DELIVERED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE CONTRACTOR UNDER THE CONTRACT HAVE BEEN COMPLETED AS OF _____.
(Date)

FIRM NAME: _____

PRINCIPAL: _____
(Name)

_____
(Signature)

_____ DATE: _____
(Title)

CERTIFIED BY ENGINEER/CONSULTANT (*IF APPLICABLE*):

_____ DATE: _____
(Signature)

_____
(Firm Name)

PROJECT ACCEPTED BY USER DEPARTMENT

_____ DATE: _____
(Signature)

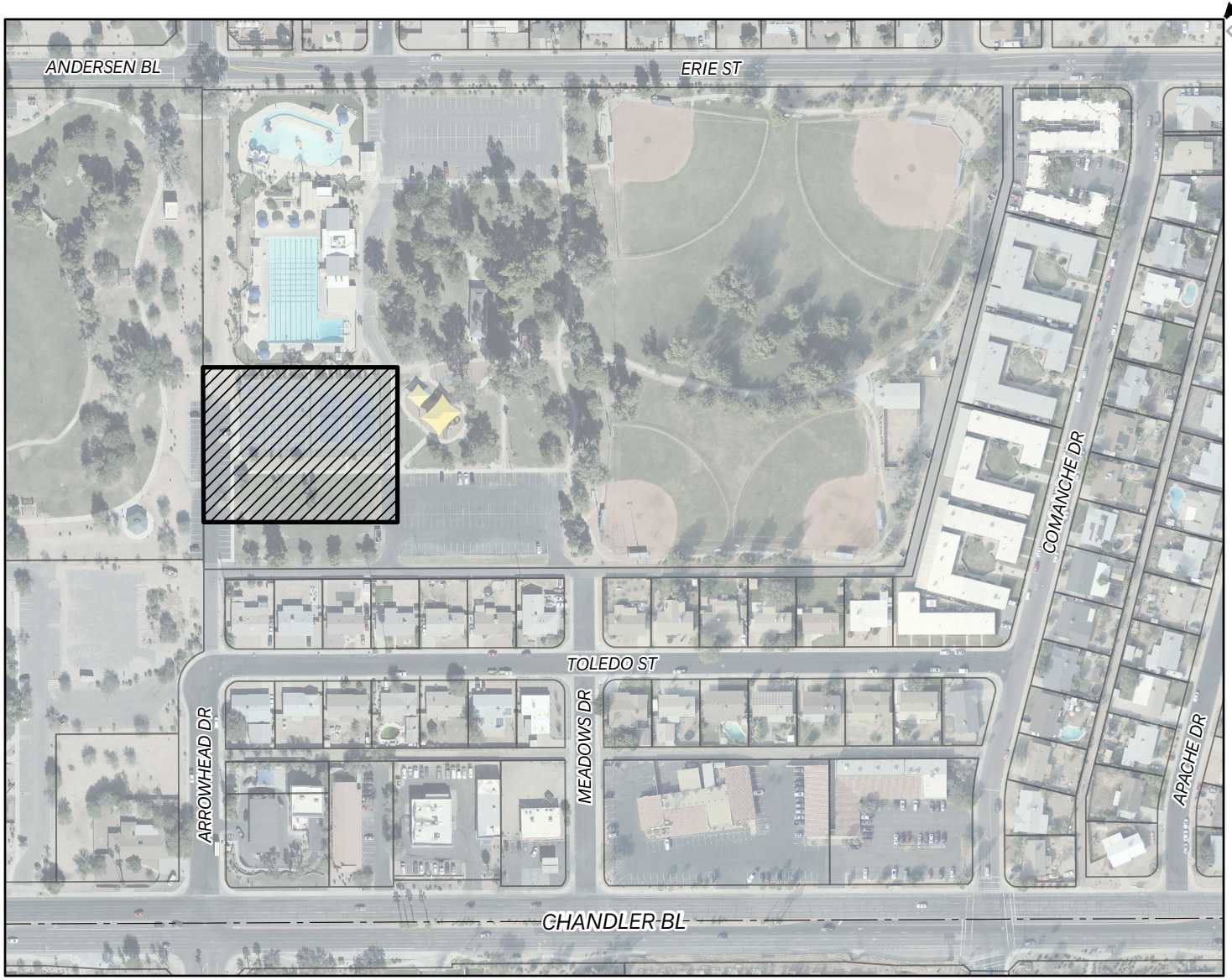
_____
(Dept. /Div.)

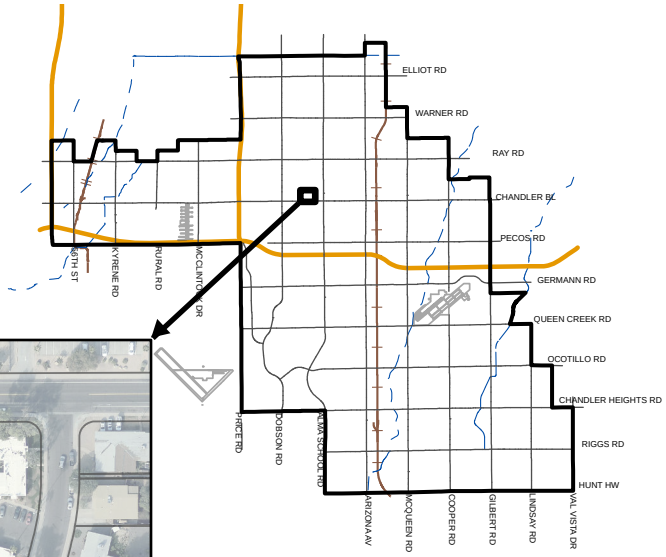
_____ Date of Final Walk-Through

_____ Date As-Built Received

_____ City As-Built Number

ARROWHEAD MEADOWS PARK TENNIS AND PICKLEBALL COURT REPLACEMENT PROJECT NO. PR2202.401





MEMO NO. CP23-141

PROJECT SITE

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcGISPro_Shared\Map Requests\Capital Projects\2023\Capital_Projects_Map_Requests_2023\Capital_Projects_Map_Requests_2023.aprx 4/13/2023 MaricelaH

City Council Memorandum **Development Services Memo No.** 23-014

Date: May 08, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
From: Derek Horn, Development Services Director
Subject: PLH23-0010 Historic Preservation Code Amendments, Ordinance No. 5051, and General Design Guidelines for Historic Preservation Districts, Resolution No. 5680

Proposed Motion:

Code Amendments:
Move City Council introduce and tentatively adopt Ordinance No. 5051 approving PLH23-0010 Historic Preservation Code Amendments, as recommended by the Planning and Zoning Commission and Historic Preservation Commission.

General Design Guidelines:
Move City Council adopt Resolution No. 5680 approving PLH23-0010 General Design Guidelines for Designated Historic Preservation Districts and Landmarks as recommended by the Planning and Zoning Commission and Historic Preservation Commission.

Background:

In the Fall of 2020, the City Council adopted Ordinance No. 4936, which established the City's Historic Preservation Program. The program includes four levels of designation: Heritage Site, Historic Conservation District, Historic Preservation District, and Landmark. In order to create a Historic Preservation District or Landmark, at least 90% of the property owners within the proposed district must agree to inclusion and to abide by the regulations therein by signing a waiver. Property owners within the district that do not sign the waiver are not required to abide by the rules of the district, but can annex into the district later.

When the Ordinance was adopted, it created the Historic Preservation

Commission (reconstituted from the former Architectural Review Committee) and expanded the number of commissioners from five to seven. The original appointment/reappointment language was retained, which specified no more than two commission terms would conclude in any given year. The expansion to a seven-member commission requires an increase in the number of terms concluding in a given year.

The Ordinance also includes a provision that preservation districts and landmarks would abide by a set of "design guidelines." It was originally thought that the design guidelines would be customized for each district and be included in its adopting ordinance. Since then, staff evaluated this approach and concluded it prudent to create a set of general guidelines that would universally apply to all Historic Preservation Districts and Landmarks. These guidelines would be based on the guidelines and standards for historic preservation that were developed by the Secretary of the Interior and best practices. A set of general design guidelines would also facilitate the City's application to become a Certified Local Government recognized by the State of Arizona. Specific design guidelines could still be created for each district as needed. Heritage Sites and Historic Conservation Districts would not be subject to the general design guidelines.

Development Services staff is proposing a set of code amendments and general design guidelines to address the items noted above and specific items listed below.

Discussion:

Proposed Code Amendments:

- Expands the number of Commission member terms concluding in any given year from two to five.
- Adds a definition for General Design Guidelines and edits the City Code accordingly.
- Provides for the appointment of staff as Assistant Historic Preservation Officers at the discretion of the City Manager.
- Allows the Historic Preservation Officer to require documentation from applicants of Heritage Sites or Historic Conservation Districts that indicates property owner consent to be included in that district.
- Reduces the 90% threshold for designation of Historic Preservation Districts and Landmarks to 60%.
- Requires additions, accessory structures, walls and fences to conform to the City's design standards, but allows for use of historic materials and architectural differentiation specific to the (primary) historic structures.

Proposed General Design Guidelines:

- Creates *General Design Guidelines for Designated Historic Preservation*

Districts and Landmarks (attached)

Review:
Since the program was created, Development Services staff has worked with representatives of several neighborhoods who are interested in creating Historic Preservation Districts. Many property owners in these neighborhoods are willing to execute the waiver and create the district, but reaching the 90% threshold has proven difficult to achieve. None have been able to get close to that percentage. Before voter approval of Proposition 207 in 2006, in some municipalities about 60% of property owners was considered an adequate threshold to establish a preservation district. The passage of Proposition 207 created concerns in some municipalities that designation of historic districts could generate litigation without the written consent of 100% of the property owners.When Chandler established its historic preservation program with a 90% threshold, it was thought that bar was achievable for neighborhoods working toward designation. After review and analysis, staff recommends the reduction of the 90% requirement to 60%. This change is to increase the ability of property owners to obtain sufficient consent to create a Historic Preservation District. Protections for property owners not consenting to be in a district already exist in the City Code and will remain.

Development Services staff have reviewed the City Code and also recommend the other amendments in Ordinance No. 5051. The number of Commission member terms concluding in a year is proposed to be modified to align with the current seven-member commission. Further, the current City Code has no provision to document property owner consent to be included in a Heritage Site or Historic Conservation District, so a provision is added to correct this deficiency. Language has also been added so accessory structures and additions conform to standard historic practice and design standards and guidelines from the National Park Service. Language to allow the City Manager to appoint assistant historic preservation officers and to include general design standards for historic preservation districts and properties is likewise included in the proposed ordinance.

Planning and Zoning Commission Vote Report
Planning and Zoning Commission April 19, 2023
Motion to Approve
In Favor: 7 Opposed: 0

Historic Preservation Commission Vote Report
Historic Preservation Commission meeting April 12, 2023
Motion to Approve
In Favor: 7 Opposed: 0

During the Historic Preservation Commission meeting, the Commission and staff discussed the proposal in the ordinance that reduced the threshold of contributing properties opting into a Historic Preservation District from 90% to 60%. The discussion centered on the merits of the reduction and how it could affect historic districts. The Commissioners also discussed the design guidelines and suggested some modifications regarding representation of vanished historic structures in historic areas, window repair guidance, and improving consistencies between the sections. Staff has incorporated those modifications into the design guidelines draft. After discussion, the Commission unanimously recommended Ordinance No. 5051 and Resolution No. 5680.

Attachments

Ordinance 5051

Resolution 5680

HP General Design Guidelines

ORDINANCE NO. 5051

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, DECLARING THAT DOCUMENT ENTITLED "2023 AMENDMENTS TO CHAPTER 35—HISTORIC PRESERVATION" TO BE A PUBLIC RECORD; AMENDING THE CODE OF THE CITY OF CHANDLER, CHAPTER 35 ARTICLE XXXIV- HISTORIC PRESERVATION; INCLUDING AMENDMENTS RELATED TO TERMS OF HISTORIC PRESERVATION COMMISSION MEMBERS, HISTORIC PRESERVATION OFFICER, HISTORIC CONSERVATION DISTRICTS AND HERITAGE SITES, HISTORIC PRESERVATION DISTRICTS AND LANDMARKS, HISTORIC PRESERVATION DISTRICT DESIGN GUIDELINES, AND OTHER RELATED CHANGES TO CONFORM THE CODE TO CURRENT CITY PRACTICES; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY.

WHEREAS, in accordance with Ariz. Rev. Stat. § 9-240, the legislative body may adopt by ordinance, any change or amendment to the regulations and provisions set forth in the Chandler City Code; and

WHEREAS, Ariz. Rev. Stat. § 9-462.01 authorizes a legislative body to establish districts of historical significance requiring that special permission be obtained for any development within the district; and

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

WHEREAS, the City Council has determined that property owners within the City of Chandler should be afforded the opportunity to preserve and protect properties, districts, and sites that represent aspects of Chandler's historic, architectural, and cultural heritage; and

WHEREAS, a public hearing was held by the Historic Preservation Commission on April 12, 2023 and the Planning and Zoning Commission on April 19, 2023.

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

Section 1. That certain document known as the "2023 Amendments to Chapter 35—Historic Preservation," one paper copy and one electronic copy of which shall remain on file in the office of the City Clerk, is hereby declared to be a public record.

Section 2. That the Chandler City Code is hereby amended by adoption of the amendments set forth in "2023 Amendments to Chapter 35—Historic Preservation," said document having been declared to be a public record.

Section 3. Providing for Repeal of Conflicting Ordinances.

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

Section 4. Providing for Severability.

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

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2023.

ATTEST:

_____ _____
CITY CLERK MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona this _____ day of _____, 2023.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I, HEREBY CERTIFY, that the above and foregoing Ordinance No. 5051 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2023, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

Published in the Arizona Republic on:

2023 Amendments to Chapter 35—Historic Preservation
{Public Record for Ordinance No. 5051}

The Chandler City Code, Chapter 35 – Historic Preservation is hereby amended as follows (additions in ALL CAPS, deletions in ~~strikethrough~~, omitted text indicated by ellipses as "…"):

Chapter 35. Article XXXIV – HISTORIC PRESERVATION

…

35-3403. Definitions.

…

GENERAL DESIGN GUIDELINES: THE *GENERAL DESIGN GUIDELINES FOR DESIGNATED HISTORIC PRESERVATION DISTRICTS AND LANDMARKS IN THE CITY OF CHANDLER* AS ADOPTED BY THE CITY COUNCIL.

…

Replacement/Reuse Plan: A plan for redevelopment within a Historic Preservation District that complies with existing zoning, the General Plan, Historic Preservation GENERAL Design Guidelines, and meet the City's requirements for development and redevelopment.

…

35-3404. Historic Preservation Commission.

…

1)

…

The terms of the members shall be for three years and shall be staggered to that the terms of at least one, but not more than ~~two~~ FIVE shall conclude in any given year.

…

The Chandler Museum ~~Administrator~~ MANAGER shall serve as an ex officio member of the Commission.

…

4)

…

j. Recommend GENERAL Design Guidelines…GENERAL Design Guidelines may modify…

…

35-3405. Historic Preservation Officer

…

I. Act as a liaison with the State Historic Preservation Office.

THE CITY MANAGER MAY APPOINT ADDITIONAL STAFF MEMBERS AS ASSISTANT HISTORIC PRESERVATION OFFICERS TO ASSIST THE HISTORIC PRESERVATION OFFICER IN PERFORMANCE OF HISTORIC PRESERVATION DUTIES AND ACTIVITIES.

…

35-3407. Procedure for designating a Historic Conservation District or Heritage Site.

…

b. For a Heritage Site identify the past event, structure, or district that no longer physically exists that was significant to the history of Chandler.

FOR APPLICATIONS THAT INCLUDE MULTIPLE PROPERTIES, THE HISTORIC PRESERVATION OFFICER MAY REQUIRE ADDITIONAL DOCUMENTATION THAT INDICATES CONSENT OF PROPERTY OWNERS TO BE INCLUDED WITHIN A HERITAGE SITE OR HISTORIC CONSERVATION DISTRICT.

…

35-3408. Procedure for establishing Historic Preservation District Overlay Zoning and Landmark Designation.

…

c. A declaration and waiver in a form prescribed by the Historic Preservation Officer signed by the record owners of ~~at least~~ 60 ~~90~~ percent OR MORE of the contributing properties in the proposed district. WHEN THE CALCULATION OF 60 PERCENT OF CONTRIBUTING PROPERTIES RESULTS IN A FRACTIONAL NUMBER, STANDARD MATHEMATICAL RULES OF ROUNDING TO THE NEAREST WHOLE NUMBER SHALL APPLY TO CALUCLATE THE REQUIRED NUMBER OF CONTRIBUTING PROPERTIES TO FORM A DISTRICT.

…

35-3410. Effect of Historic Preservation District Overlay Zoning and Landmark Designation.

Properties subject to a Historic Preservation District Zoning Overlay and Landmark Designation may not be altered or demolished except in compliance with the provisions of this Article.

1) The owners of contributing properties within a Historic Preservation District shall maintain the historic integrity of their properties. Any alteration to the exterior of these properties or new construction on vacant land shall ~~meet~~ CONFORM TO the GENERAL Design Guidelines adopted by the City Council~~.~~ AND ANY ADDITIONAL GUIDELINES INCLUDED WITHIN THE SPECIFIC HISTORIC PRESERVATION OR LANDMARK DISTRICT ORDINANCE.

…

5) All new buildings on vacant land, permanent signs or other structures in a Historic Preservation District must follow the GENERAL DESIGN GUIDELINES ~~design guidelines~~ adopted by the City Council.

…

7) PROPERTIES WITHIN HISTORIC PRESERVATION OR LANDMARK DISTRICTS SHALL CONFORM TO THE PROVISIONS OF ARTICLE XXII EXCEPT:

a. ADDITIONS AND ACCESSORY STRUCTURES NEED NOT BE COMMENSURATE IN MATERIAL OR ARCHITECTURAL STYLE TO THE PRINCIPAL STRUCTURE BUT MUST BE COMMENSURATE IN ARCHITECTURAL QUALITY AND BE CONSISTENT IN SCALE.

b. WALLS AND FENCES MAY BE PRIMARILY CONSTRUCTED OF WOOD IN HISTORIC PRESERVATION AND LANDMARK DISTRICTS WHERE OTHER SUCH WALLS AND FENCES ARE EXTANT AND MUST ALSO FOLLOW THE GENERAL DESIGN GUIDELINES.

…

35-3411. Certificate of no effect or certificate of appropriateness.

…

2) The proposed work is minor and clearly within the adopted GENERAL Design Guidelines.

…

4)

b. The proposed work conforms to the GENERAL Design Guidelines and …

…

RESOLUTION NO. 5680

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, ADOPTING GENERAL DESIGN GUIDELINES FOR HISTORIC PRESERVATION DISTRICTS AND LANDMARKS IN THE CITY OF CHANDLER.

WHEREAS, the City of Chandler adopted Ordinance 4936 on November 2, 2020, for the purpose of establishing the City's historic preservation program; and

WHEREAS, Ordinance 4936 encourages the preservation of the City's historic architectural and cultural resources; and

WHEREAS, Ordinance 4936 establishes different types and levels of historic districts including Heritage Site, Historic Conservation District, Historic Preservation District and Landmark; and

WHEREAS, Ordinance 4936 provides for the establishment of design guidelines for historic preservation districts and landmarks to govern the preservation, rehabilitation, restoration, and reconstruction of historic properties; and

WHEREAS, City staff presented proposed design guidelines for historic preservation districts and landmarks to the Historic Preservation Commission at their public hearing on April 12, 2023, and to the Planning and Zoning Commission at their public hearing held on April 19, 2023; and

WHEREAS, both Commissions recommended that the Chandler City Council adopt the proposed design guidelines.

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

Section 1. The attached *General Design Guidelines for Designated Historic Preservation Districts and Landmarks in the City of Chandler* is hereby adopted as the design guidelines for designated Historic Preservation Districts and Landmarks in the City of Chandler.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this 11th day of May 2023.

ATTEST:

CITY CLERK	MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5680 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting was held on the 11th day of May, 2023, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

General Design Guidelines
For
Designated Historic Preservation Districts
and
Landmarks in the City of Chandler

INTRODUCTION:

These guidelines are intended to supplement the provisions of the City of Chandler Historic Preservation Ordinance to establish the basis for guiding the preservation, rehabilitation, restoration and reconstruction of contributing historic structures in designated Historic Preservation Districts or Landmark properties in the City of Chandler. They are also intended to act as an aide in determining the appropriateness of new additions, new attached and detached construction, and alterations on these designated historic properties. They address the exterior of the historic structures. Interior alterations that do not affect the exterior appearance of the structure may be done in accordance with the City of Chandler City Code.

These guidelines are based on the *Secretary of the Interior's Standards for the Treatment of Historic Properties* and best practices. The Secretary of the Interior's standards can be found at:

> https://www.nps.gov/orgs/1739/secretary-standards-treatment-historic-properties.htm

Each case is unique, and the City Historic Preservation Officer may exercise some professional discretion in the application of these guidelines to individual properties and in special cases in order to promote and ensure the preservation of the City's historic resources.

Individual Historic Preservation Districts or Landmarks may have additional design guidelines within their adoption ordinances that supplement or supersede these guidelines. Guidelines for four treatments of Preservation, Rehabilitation, Restoration and Reconstruction along with additional guidelines for additions to

historic properties and architectural features are listed below. Where there are conflicts with other Chandler design standards and guidelines, these General Design Guidelines will govern.

DEFINITIONS:

For additional definitions, see Chandler City Code Chapter 35, Articles II and XXXIV.

Accessory Structure: A detached building which is subordinate and customarily incidental to and on the same lot with a main building, including a private garage but not involving any activity used for commercial purposes.

Addition: Any new exterior construction attached to the original historic building or structure.

Adjacent Elevation: The exterior walls of a new structure that will be located along the alignment of the primary historic building elevations, or generally parallel to any primary wall of the historic building within a distance of fifty (50) feet and extend up to twice the height of the historic building.

Alignment: The linear or parallel placement of structure and/or primary facades within a row of adjacent properties or along a street scape.

Alteration: Any aesthetic, architectural, mechanical or structural change to the exterior of a designated property.

Architectural Feature: Any distinct or outstanding part or characteristic of a building or structure.

Chandler Construction Codes: Chandler City Code Chapter 29.

Chandler Historic Preservation Ordinance: Chandler City Code Chapter 25, Article XXXIV.

Chandler Zoning Ordinance: Chandler City Code Chapter 35.

Character-defining: A distinctive architectural feature or combination of features or qualities that distinguish a building from another.

Construction Technique: The method used to assemble the parts of a building or structure.

Color: The combination of chromatic hues, values of light and darkness, intensity and saturation that create, define, ornament, or enhance the visual appearance of an exterior façade.

Compatible: In architecture, a material, element, quality or feature that is congruent or harmonious with existing historic materials, elements, qualities or features.

Cornice: A horizontal element that crowns or completes a wall or defines the roof and wall.

Craftsmanship: The combined effect of the quality of workmanship, skilled artistry or the conjunctive technique and appropriate installation and assembly of materials by which a building or structure is constructed or fabricated.

Design: The arrangement of parts and details that are part of an overall plan that governs the form and function of a building.

Design Guidelines: A set of guiding principles that give direction on how historic structures should be preserved, rehabilitated, restored, reconstructed and maintained.

Elevation: A scale drawing of a front, side or rear of a building, the view of which is rendered in two dimensions.

Façade: An exterior face or elevation of a building.

Finishes: The characteristics of texture, gloss, sheen, coloration or patina that can articulate the character and appearance of an exposed material or surface.

Form: The overall shape or outline of a building.

Height: The vertical distance above grade adjacent to building to the top of the parapet or to the deck line of a mansard roof or to the average height of the highest gable of a pitched or hipped roof.

Historic Property: A property, structure, site, building, landmark or district designated as historic under Chandler City Code, Chapter 35, Article XXXIV.

Historic Fabric: Any original materials used in the construction of a historic building.

Hue: A particular shade or tint of a given color.

Materials: The physical substance that makes up the products used in the construction or ornamentation of a building.

Mass: The three-dimensional qualities of a building that create its size and shape as seen from the outside.

Motif: A principal repeated element in an ornamental design.

Muntin: A bar or rigid supporting strip between adjacent panels of glass.

New Construction: Any construction that is not an original part of the building or structure.

Neutral Material: Any building material that does not visibly compete with existing materials or materials used in new construction.

Opening: A space that permits freedom of view or passage such as a door or window.

Orientation: The placement of a building or structure on a site as it relates to the physical conditions of the site, such as its geography and manmade features or a compass direction.

Ornamentation: In architecture, any detail of shape, texture, and color that is deliberately exploited or added to attract an observer or define the characteristics of an architectural style.

Pattern: An arrangement of form, the disposition of parts or elements.

Porte-Cochere: A roof projecting over a driveway supported by piers, columns, or arches.

Preservation: The act or process of applying measures necessary to preserve the existing form, materials and integrity of the historic property.

Principal Façade: The front face of a building usually containing its entrance.

Primary Elevation: A scale drawing that shows the exterior elements of the main front or principal façade of the building.

Projection: An object or building form that juts out beyond a surface.

Proportion: The comparative relation between parts or elements with respect to size, dimension, ratio and quantity.

Reconstruction: The act or process of depicting, by means of new construction, the forms, features, and details of a partially or non-surviving site, landscape, building structure or object for the purpose of replicating its appearance at a specific period of time and in its historic location.

Rehabilitation: The act or process of making possible a compatible use of a property through repair, alterations, and additions while preserving those portions or features that convey its historic, cultural or architectural values.

Restoration: The act or process of accurately depicting the form, features and character of a property as it appeared at a particular period of time by means of removal of features from other periods in its history and reconstruction of missing features from the restoration period.

Roof Form: The shape, outline or configuration of the roof of a building.

Roof Pitch: The steepness of the roof plane above horizontal. The slope of a roof is expressed as the ratio of the rise of the roof over the horizontal span. A 4/12 roof rises 4 feet in a 12-foot span.

Scale: The proportional relationship of size and shape of buildings and elements to each other and their site, or a scale drawing would be a proportional representation with a defined ratio between the actual building or element and the drawing.

Secondary Façade: A side face of a historic building usually along the street of a corner property.

Setback: The distance between a building's façade and the related front, side or rear lot line.

Setting: The physical surrounding environment in which a building is located.

Shape: The physical form of a building.

Similar Scale New Construction: New construction in historic districts that generally matches the same size, height, shape and overall scale of the historic structures within the district. This can be new structures on vacant properties, additions to historic structures, or accessory buildings on lots with historic structures.

Size: The length, width, and height of a building or building feature.

Solid-to-Void: The relationship between openings (windows, doors, arches, spaces between walls, etc.) on the elevation of a building or buildings and the remaining wall surfaces.

Substantially Greater Scale New Construction: New construction adjacent to individually listed historic properties where buildings are greater in size,

height, shape and overall scale that those of the historic buildings in the district.

Texture: The surface quality of any material or building product as it affects the appearance or tactile characteristics of a surface of a building.

Vernacular Structure: A residential structure that is domestic and functional and not including unique design features that contribute to the historic property.

GENERAL GUIDELINES:

The four major approaches to preserving historic properties are Preservation, Restoration, Rehabilitation, and Reconstruction.

A historic property, and additions that also have historic significance in their own right, should be used as they were used historically or be given a new use that interprets the property and their historic periods.

When a historic property is undergoing evaluation for preservation, restoration or rehabilitation, it should be protected and stabilized as necessary until work is undertaken.

The historic character of a historic property shall be retained and preserved. The replacement of intact or repairable historic materials or the alteration of features, spaces, and spatial relationships that characterize a historic property should be avoided.

The upgrading of mechanical, electrical and plumbing systems and other code-required work to make a historic property safe and functional is appropriate and encouraged. This work should have a minimal impact on the exterior of the structure.

PRESERVATION:

Preservation is the appropriate treatment when the objective of the project is to retain the historic property as it currently exists. This means that not only the original historic materials and features will be preserved, but also later changes and additions to the original property. The goal is retention of the property's existing historic form, features and materials through maintenance or repair. Replacement is minimized. Specifically:

- A property should be used as it was historically or be given a new use that maximizes the retention of its distinctive materials, features, spaces and spatial relationships.

- The historic character of a property should be retained and preserved. The replacement of intact or reparable historic materials or alteration of features, spaces and spatial relationships that characterize a property should be avoided.
- Work needed to stabilize, consolidate, and conserve existing historic materials should be compatible with existing historic materials.
- When the severity of deterioration requires repair or replacement of a distinctive historic feature, the new material should match the old in composition, design, color and texture.
- Chemical or physical treatments, if needed, shall be done with the gentlest means possible. Treatments that cause damage to historic materials shall not be used.
- Changes to the property that have acquired historic significance in their own right will be retained and preserved.

RESTORATION:

Restoration is the treatment that should be followed when the expressed goal of the project is to make the historic property appear as it did at a particular, and at its most significant, time in history. The following guidelines shall be utilized when planning or undertaking the restoration of a historic property:

- A property should be used as it was historically or be given a new use that interprets the property and its restoration period.
- Materials and features from the restoration period should be retained and preserved. The removal of materials or alteration of features, spaces and spatial relationships that characterize the period will not be undertaken.
- Each property should be recognized as a physical record of its time, place, and use. Work needed to stabilize, consolidate and conserve materials and features from the restoration period will be physically and visually compatible.
- Materials, features, spaces and finishes that characterize other historical periods will be documented prior to their alteration and removal.

- Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize the restoration period will be preserved.
- Deteriorated features from the restoration period will be repaired rather than replaced. When the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials.
- Replacement of missing features from the restoration period should be substantiated by documentary and physical evidence. A false sense of history can be created by adding conjectural features or those that did not exist historically.
- Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials shall not be used.
- Archaeological resources affected by the project will be protected and preserved in place. If such resources must be disturbed, mitigation measures shall be undertaken.
- Designs that were never executed historically will not be constructed.

RECONSTRUCTION:

Reconstruction is different from other historic property treatments in that it is usually undertaken when there are often no visible historic materials or only a foundation remains.

Reconstruction of a historic property in designated historic districts is appropriate when the recreation of the structure will stabilize, maintain, enhance or provide historic context for the district. Examples include properties that were totally demolished or severely damaged by fire, flood, storms, or accidents. Total reconstruction of a demolished or irreparable historic structure does not qualify it for historic preservation designation or as a contributor to a historic district.

On a case-by-case basis, however, reconstruction of a portion of a historic property to restore it to its former historic appearance and usefulness can be considered a restoration project for a designated historic property. A historic property that was partially damaged and the damaged portion reconstructed and restored may retain its contributing status to a historic district.

The following guidelines shall be utilized when planning or undertaking the reconstruction of a historic property:

- Reconstruction may be used to depict vanished or non-surviving portions of a property when documentary and physical evidence is available to permit accurate reconstruction with a minimum of conjecture and such reconstruction is essential to either the public understanding of a property or the restoration of the property.
- Methods depicting a vanished property allows the public to experience and interpret that property may be utilized in a historic district.
- Reconstruction of a landscape, building, structure or object in its historic location will be preceded by a thorough archaeological investigation to identify and evaluate those features and artifacts that are essential to an accurate reconstruction. If such resources must be disturbed, mitigation measures will be undertaken.
- Reconstruction will include measures to preserve any remaining historic materials, features and special relationships.
- Reconstruction will be based on the accurate duplication of historic features and elements substantiated by documentary or physical evidence rather than on conjectural designs of the availability of different features from other historic properties. A reconstructed property will re-create the appearance of the non-surviving historic property in materials, design, color and texture.
- A totally reconstructed historic property will be clearly identified in the Chandler Historic Property Register as a contemporary recreation.
- Designs that were never executed historically will not be constructed.

REHABILITATION:

General

Historic preservation provides methodology that guides rehabilitation projects. A successful rehabilitation:

- Is one that retains as much of the historic materials as possible;
- Preserves the historic architectural features that are the character defining elements of a particular historic style or method of construction;
- Repairs rather than replaces significant architectural elements and historic materials;
- When repair is not possible, replacement is done with matching or compatible materials.

The following guidelines shall be utilized when planning or undertaking the rehabilitation of an existing historic property:

- Rehabilitation of a historic property should minimize the alteration to the existing materials, architectural finishes, forms, and ornamentation of the property.
- Distinctive architectural features, finishes, materials and construction techniques and examples of skilled craftsmanship should be retained and preserved.
- Deteriorated historic architectural features and exterior materials should be repaired rather than replaced. When repair is infeasible, replacement features shall match the original component in design, material, and texture.
- Previous additions that are indicative of changes to a building over time should be evaluated for architectural significance and retained if they relate to the historic nature of the property or its design. Additions can depict one or more historic eras.
- Features that are to be reconstructed should be reproduced according to physical evidence and/or archival documentation such as historic photographs or written descriptions.

- Abrasive cleaning materials, such as sand blasting, shall be avoided as they can damage historic materials. Cleaning of historic properties shall be performed using the gentlest effective means possible.

Siding and Wall Materials

- Original brick, stucco or wood siding should be repaired and retained. A change of siding material will significantly detract from the historic integrity of the property and may make the property a non-contributor.
- If the original siding and wall materials have been changed to modern materials, the owner can replace the modern materials with those that restore the historic appearance to establish and/or enhance contributing status.

Windows

- Repair of the existing original widow or repair/replacement of damaged members rather than replacing the entire window is the preferred method of window rehabilitation. Alternatives for weather proofing should be explored to retain existing original window.
- The original pattern of windows should be retained if the original must be replaced.
- Replacement windows should have true divided lights or have muntins on both the inside and outside of the glass with a spacer bar between the two panes of glass to give a profile more closely resembling a true divided light window. Internal muntins or muntins mounted on one side of the glass is discouraged.
- Replacement windows should retain the same architectural style as the original.

Roofing

- Original roofing should be retained or replaced in kind. Shingles should not be replaced with metal or tile. Dimensional composition shingles that

simulate weathered wood may be used as a lower cost alternative to wood shingles.

Drainage:

- Rehabilitation should correct drainage problems by re-grading or sloping earth away from the foundation and incorporate downspouts and splash blocks to prevent erosion at the structure.

Fences and Walls:

A variety of fence styles have been utilized in the past. These include wood pickets, wrought iron, chain link, wire, masonry, brick adobe, and other materials. Fences and walls should not be placed so as to hide the historic facades of the structure.

- Fence and wall materials should reflect the era of the historic properties and district in which they are located.
- Fences and walls should not be placed so as to not hide or obscure the historic primary façade of the historic property. A wall along the side yard of a historic property should return to the property no less than three feet from the primary façade.

Solar Panels:

- Solar panels that generate electricity for domestic use can be installed on historic properties without reducing the historic integrity of the property.
- Panels installed on historic structures should be located so they will be minimally or not visible from the primary façade. If this is not practical due to sun angles, structural considerations, roof line design or other reasons determined by the Historic Preservation Officer, they may be located on roofs visible from the primary façade. The Historic Preservation Officer may require the applicant to provide documentation of the need to place solar panels on roofs visible on the primary façade.

SIGNS

Signs that are stand-alone or attached to historic properties that demonstrate design and construction of signage of a historic era may be considered as historic properties and receive historic designation under the Chandler Historic Preservation Ordinance.

- A sign can be considered historic if it meets the criteria for eligibility per the Chandler Historic Preservation Ordinance.
- The historic character of a historic sign should be retained and preserved.
- The historic sign should be preserved and retain as much of the historic materials as possible.
- When the severity of deterioration requires repair or replacement of a historic feature or material, the new material should match the old in composition, design, color and texture.
- Updated copy in the historic sign may be allowed as long as the sign retains its historic character and fabric.
- For commercial historic properties, proposed new signage should follow the historic signage pattern as much as possible.
- For historic residences converted to commercial use, free standing monument signage in front yards is preferable to signage mounted on the building. Such signage will conform to Chandler City Code Chapter 39, except such signage is not to exceed four feet in height and shall be indirectly illuminated.
- For larger scale historic properties, a comprehensive sign package approved by the City Council is encouraged.

ADDITIONS:

When it is necessary to alter or expand an existing historic property, modifications should minimize the visual impact of the new construction on the property. The

additions or alterations should also be compatible with the historic property through similarities in size, shape, materials, building elements, and detailing.

Another historic preservation principle that guides changes made to historic properties is that alterations or additions should be reflective of the time period in which they are built. Consequently, utilizing current construction methods and styling is encouraged and imitating or exactly copying the building of an earlier period is discouraged. In other words, new construction should not replicate or imitate the design of historic properties. To expand or alter a historic property successfully, the new construction should follow the basic design vocabulary of the historic property but be clearly distinguishable.

- Additions should be designed and located in such a manner that results in new construction that is subordinate to the primary historic property. Additions or changes to the primary historic facades are strongly discouraged. The location or alteration should conform to the setbacks, spacing, alignment and orientation of the historic building and/or historic buildings in its immediate vicinity.
- Additions should be similar in height and width to the historic property. Its form should correspond to the shape, ridge lines and cornice of the main roof. Doors and windows in the addition should be similar in shape and placement to the openings in the historic buildings. Together, the addition's shape, size and openings should create a directional emphasis (horizontal and vertical) that is similar to the historic property.
- Exterior materials should match or be compatible with the surface materials of the historic building. Compatibility is achieved by maintaining the spectrum of materials historically present, corresponding to the pattern of the unit size of the materials (e.g., bricks, blocks, siding or shingles) of the historic structure or continuing the visual and tactile texture exhibited by the historic materials.

- Projecting elements, such as dormers, porches or bays, should be similar in location, size, shape, and type to those found on the historic property or in its vicinity in a historic district.

In the event a large addition must be constructed, the use of a transitional element between the old and new is strongly encouraged. The transitional element may be distinguished by its form or use of neutral materials that distinctly differentiates the new construction from the historic building

Automobile garages in historic residential neighborhoods traditionally were either separate accessory structures or attached to the main house and located in a rear side yard or rear yard of a property. Garage additions can be considered if they are located in a rear side yard or rear yard of a historic property and follow the guidelines below. They shall not be in front of or in the same plane as the primary façade.

NEW CONSTRUCTION:

New construction on vacant land within the boundaries of historic properties can be allowed if the design, density, and placement of the new construction respects the overall character of the historic property site. New construction also needs to be done in such a manner that the integrity of the historic properties and their setting is protected.

New construction should be clearly distinguishable as “new” and reflect the technology, building materials and design ideas of the present era. As with additions to existing buildings, however, the design of new construction should be compatible with and respect its historic setting. It is recognized that new construction can occur that is similar in scale to the pattern of historic buildings or, in selected circumstances, new construction may involve development that is of substantially greater scale. Consequently, two types of guidelines are prepared to assist in the planning of new construction relative to historic properties and areas.

Similar Scale New Construction:

- Within the historic residential areas, new construction should be similar in height, shape, and materials to the historic structures in its vicinity. Where changes in size must occur, the visual impact of the new construction should be minimized by stepping back the new construction from historic buildings.
- Building features, such as roof lines, window and door openings, porches, entrances, pergolas, porte-cocheres or carports should resemble those related forms found on adjacent or surrounding historic structures.
- Exterior materials should match or be compatible with the surface materials of the historic building. Compatibility is achieved by maintaining the spectrum of materials historically present, corresponding to the pattern of the unit size of materials (i.e., bricks, blocks, siding, shingles) of the historic structure or continuing the visual and tactile texture exhibited by the historic materials.
- Building detailing or ornamental trim should be made of matching or similar material but simplified in design so as to be distinguishable as a product of its own time.
- Primary new structures should correspond with the setbacks, spacing, alignment and orientation of adjacent primary structures.
- Secondary new structures, such as garages and outbuildings, should be subordinate to the size and appearance of the primary historic building and located on the rear of lots.
- Mechanical, electrical, solar or other exterior equipment should be located in the least visible place possible. Depending on the location of this modern equipment, screening or boxing is encouraged. If the equipment is roof-mounted, it should be on the rear roof slope behind the roof's midpoint. Ground mounting is also acceptable.
- Access ramps and other accommodations for those with disabilities should be located to minimize the loss of historic features and provide reasonably convenient access without being visually intrusive.

- New construction should be located and designed to accommodate distinctive natural or man-made site features.

Substantially Greater Scale New Construction:

Historic buildings located outside of residential districts may be in zoning districts where increased height and density is allowed. Achieving compatibility between historic buildings and new construction of substantially greater scale is dependent upon sensitive site planning and compatibility of the elevations of the new construction immediately adjacent to the historic buildings. For the purposes of these guidelines, the "adjacent elevations" of new construction, which the issues of compatibility should address, are defined as the adjacent exterior walls and treatments that extend twice the height of the historic building.

- The historic building should be a key element of the overall site plan and incorporated in a manner that maintains its visual prominence.
- New construction should be sited in a manner that retains the traditional placement and orientation of the historic building.
- The entrance location and primary façade of the historic building should be retained.
- The proportions of new construction should correspond to the width and depth of the historic building.
- The adjacent elevations of the new construction should be sheathed in an exterior material that matches or continues the proportional pattern of the unit size of the materials found on the historic building.
- The solid-to-void ratio of the historic building's openings and exterior walls should be repeated in the new construction.
- The size, shape, and degree of articulation of the new construction's exterior walls should follow the pattern established by the historic building's construction.
- The pattern of architectural detailing of the historic building should be incorporated into the new construction in a simplified or abstracted form.

- The color of the exterior materials of the new construction should be the same or a complementary hue of the color of the historic building's exterior materials.
- Where the new construction abuts an existing historic building, a clear definition of the transition between the old and new should be established and maintained. The transitional elements may be distinguished by its form or use of neutral materials that distinctly differentiates the new construction from the historic building.

Projects Eligible for Certificates of No Effect

Upon Review and Concurrence by the Historic Preservation Office

The following project types can be approved over-the-counter with a Certificate of No Effect from the City of Chandler Historic Preservation Office when in compliance with the City's Codes and Ordinances. Projects not listed below may also be considered for Certificates of No Effect by the Historic Preservation Office. The applicant must obtain all necessary construction permits to perform the work.

1. Patios and patio covers in the rear yards that cannot be seen from the front façade.
2. Swimming pools in rear yards.
3. Window repairs and rehabilitations that retain the original materials and patterns of individual panes.
4. Window replacement that is in-kind with original materials and matching patterns of individual panes and that fully fit within the original wall openings.
5. Fences and walls in the rear yards and side yards and that conform to the City of Chandler General Design Guidelines for Historic Properties and other City Codes.
6. Minor changes to facades that will not be visible from street right-of-way.
7. Attic conversions at rear facades that will not be visible from the street right-of-way.
8. Restoration work in kind and that conforms to the City of Chandler General Design Guidelines for Historic Properties and other City Codes.
9. Miscellaneous small work items that do not affect the historic character of a property.
10. New accessory structures:
    a. Located entirely behind the historic structure(s) and/or

b. Not visible from the street right-of-way and with a roof height lower than the roof of the historic structure(s) and;
c. Not greater than 50% of the footprint of the historic house but in no case greater than 600 square feet and;
d. That conform to the Chandler Zoning Ordinance and Chandler Construction Codes.

11. Demolition of existing accessory structures:
    a. A simple vernacular structure that does not contribute to the historic fabric of the historic property or district.
    b. A simple vernacular structure that is not structurally sound or requires major repairs and is not a contributor to the historic property or district.
12. Additions:
    a. Located entirely behind the historic structure(s) and/or;
    b. Will not be visible from the street right-of-way and with a roof height lower than the main roof of the historic structure(s) and;
    c. No greater than 75% of the footprint of the historic house and;
    d. That conform to the Chandler Zoning Ordinance and Construction Codes.
13. Conversion of existing detached garages into living space when:
    a. Infill of the exiting garage door opening continues to indicate the original opening;
    b. The building size is not increased;
    c. The original siding material is not changed;
    d. The historic character defining features or major details will not be altered and;
    e. Doors and windows are compatible with the main historic structure(s).
14. Roof mounted solar panels that meet the criteria for General Design Guidelines for Historic Preservation Districts.

City Council Memorandum Development Services Memo No. 23-013

Date: May 08, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Micah Miranda, Acting Development Services Director
From: Benjamin Cereceres, Planner
Subject: PLH23-0013 Civitan Foundation, Inc.
Request: Use Permit for the operation of an adult day center
Location: 1700 W. Warner Road, generally located 1/4 mile east of the northeast corner of Warner and Dobson Road.
Applicant: Jeanne Anastasopoulos; Civitan Foundation, Inc.

Proposed Motion:

Move City Council approve Use Permit PLH23-0013 Civitan Foundation, Inc., subject to the conditions recommended by Planning and Zoning Commission.

Background Data:

Subject site is zoned SF-8.5 (Single Family Residential District) In 1983, subject site was granted Use Permit approval to operate a Valley Unitarian Universalist Church. In 2004, subject site was granted Use Permit approval to operate a Montessori School. Proposed adult day center use may be considered with a Use Permit.

Surrounding Land Use Data:

North	SF-8.5 (Single Family Residential District)	South	SF-8.5 (Single Family residential District)
East	SF-8.5 (Single Family Residential District)	West	SF-8.5 (Single Family residential District)

Proposed Development:

Existing Building Square Feet	7,696 Sq. Ft.
Lot Size	220,227 Sq. Ft.
Hours of Operation	8am-4pm Monday through Friday
Existing Parking Spaces	44 parking spaces (2 ADA accessible)
Total number of staff and clients	Approximately 22 employees and 60 clients (1 staff member for every 2 to 3 clients)
Maximum number of occupants expected in the tenant space at one time	Approximately 60-65 total, including 22 employees and 40 clients

Review and Recommendation:

Civitan Foundation, Inc., is a non-profit organization serving individuals with developmental disabilities since 1968. Contracted with the State of Arizona, they operate camp locations in Williams, Phoenix, and Chandler, providing various enrichment programs and activities. Programs offered at the proposed location include Day Training for Adults (DTA) and Group Supported Employment (GSE). Civitan currently serves an average of 20 clients daily at another location from which they are planning to relocate. They anticipate increasing the number of clients at the subject site to a maximum of 60, with a daily average of 40 individuals. Civitan currently transports approximately 30% of its clients and expects the rate to increase with the anticipated increase in clients. Individuals are picked up and driven home by staff using company vans. All others are dropped-off to the site between 8:00 and 8:30am and picked-up between 3:30 and 4:00pm at the passenger drop-off area in front of the building. None of the clients drive or have a need for parking. For this reason, the on-site parking of 44 spaces will be adequate for staff, visitors, and company vans. Minimal traffic is expected to be generated as a result of this use.

Public / Neighborhood Notification

- The request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting was held on March 28th, 2023, at 6:00pm onsite. Two residents attended, with each expressing support for the request.
- As of the writing of this memo, Planning staff is not aware of any opposition to the request.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting April 19, 2023
Motion to Approve In Favor: 7 Opposed: 0

Recommended Conditions of Approval

Planning and Zoning Commission recommends the City Council approve the Use Permit, subject to the following conditions:

1. Substantial expansion or modification beyond the approved exhibits (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. Landscaping shall comply with Zoning Code standards and shall be maintained at a level consistent with or better than at the time of planting.

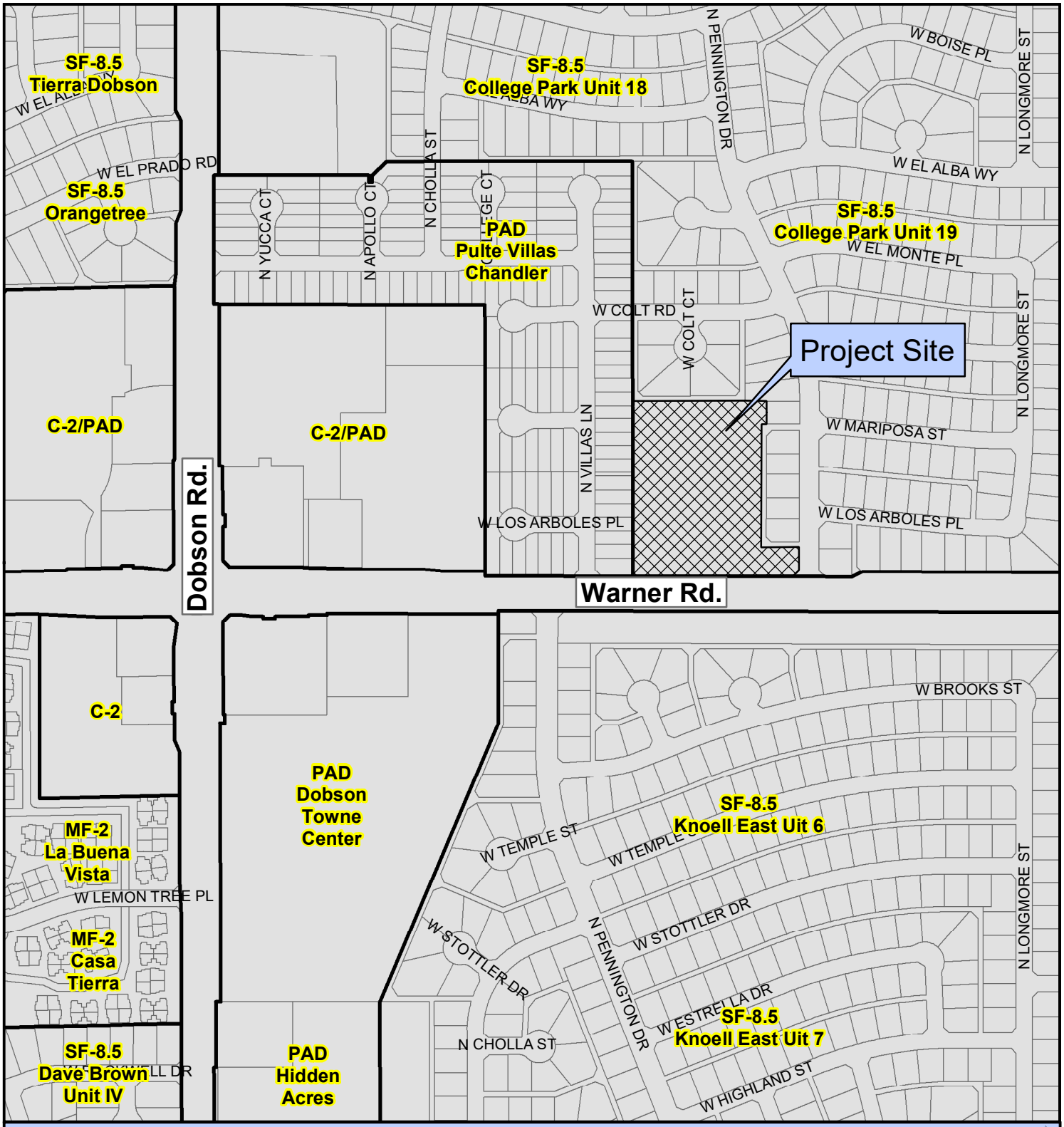
5. All signage, including wall signs and freestanding monument signs, shall be subject to sign regulations for C-2 Community Commercial District and shall require sign permits.

6. Exterior wall-mounted signs shall be limited to the south side of the buildings facing Warner Road.

7. Window signage shall be limited to business name and/or logo, address, phone number, and days and hours of operation.

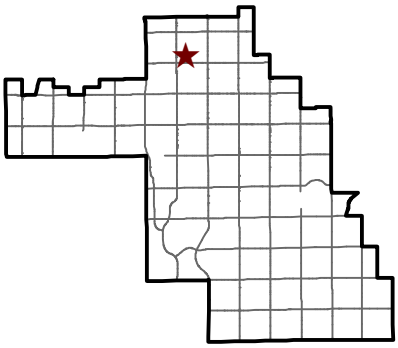
Attachments

Vicinity Maps
Narrative
Aerial View
Floor Plan

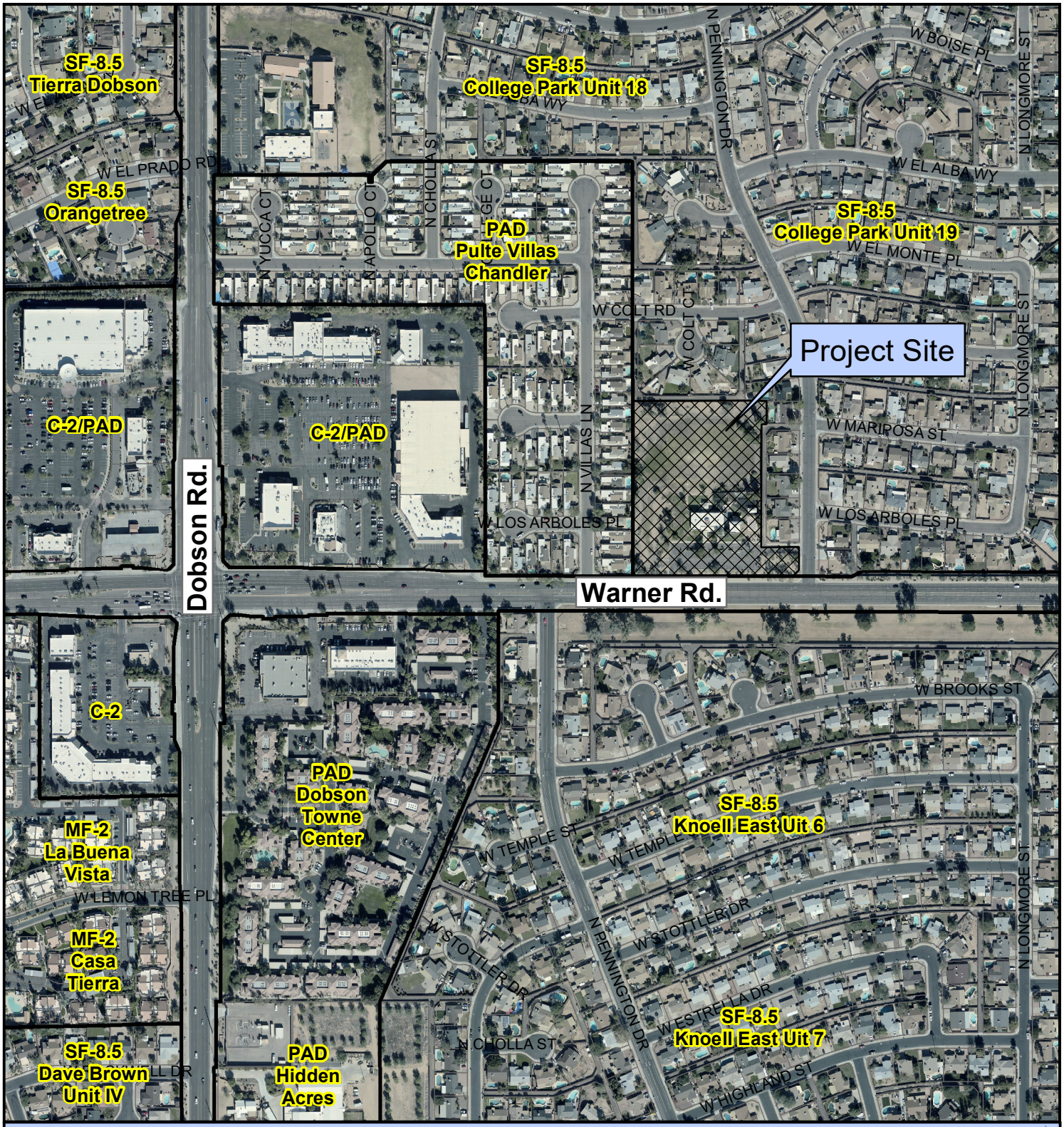


PLH23-0013 Civitan Foundation, Inc.

Project Details
1700 W. Warner Rd.
Request Use Permit approval
for an adult day center

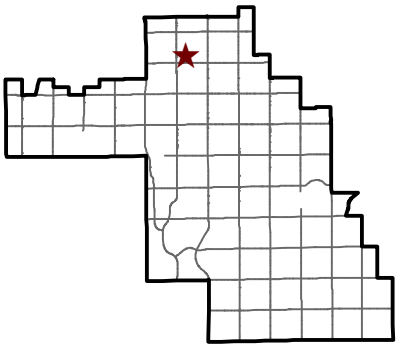


City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning



PLH23-0013 Civitan Foundation, Inc.

Project Details
1700 W. Warner Rd.
Request Use Permit approval
for an adult day center



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

CIVITAN FOUNDATION

12635 N. 42nd Street
Phoenix, Arizona 85032

Civitan Foundation is a non-profit organization that contracts with the state of Arizona to provide supports to adult individuals with developmental disabilities. We offer Day Training for Adults (DTA) and Group Supported Employment (GSE). Please see the opportunities we offer in the attached Civitan-Commons flyer. Or you can click on the link below. It will take you to the Civitan web site where you can see more of what we offer as an agency in whole. www.civitanfoundationaz.org

This program will be open Monday – Friday from 8:00am to 4:00pm.

At this location we hope to serve a maximum of 60 individuals with approximately 40 individuals on a daily average. We currently serve 20 on daily average at the other location we are moving from. The client increase is expected over a 2-year period.

We provide transportation to and from the member's home. We will have 6 to 8 passenger vans at the facility and these vans will be parked on the west side of the property. These vehicles will be used for transportation needs for the clients we serve. There will be vans coming into the property from the east most side of the property into the drive from 8:00am to 8:30am. This east side entrance will be marked as enter only. Unloading in the front of the property for programming. And loading into the vans to go home in the afternoon. between 3:30pm and 4:00pm. The front exit onto Warner Road will be marked with signs showing exit only. Civitan currently transports approximately 30% of our clients and this rate will increase with added attendees. All clients either receive transportation with Civitan or they are brought into the program by other arranged transportation and dropped off. None of Civitan clients drive or have need for parking. All clients will be greeted by staff and or family members coming and going from the program at the pull up area in the front of the building. Other vehicles parked on site during the day will be staff who work at the program.

Civitan always has a Manager and Assistant Manager on site. We will have approximately 16 direct care staff. And we will have 4 enrichment coordinators. These enrichment coordinators are the staff that bring our music, theater, nutrition, and arts classes to the program. We will also have an employment specialist staff on site. Staff in total is approximately 22. Those are numbers based on full capacity. Currently and to start up with this location it would only be 8 staff in total.

The individuals we train can follow directions and exit the facility on their own as needed in any emergency.

Jeanne Anastasopoulos

Chief of Compliance

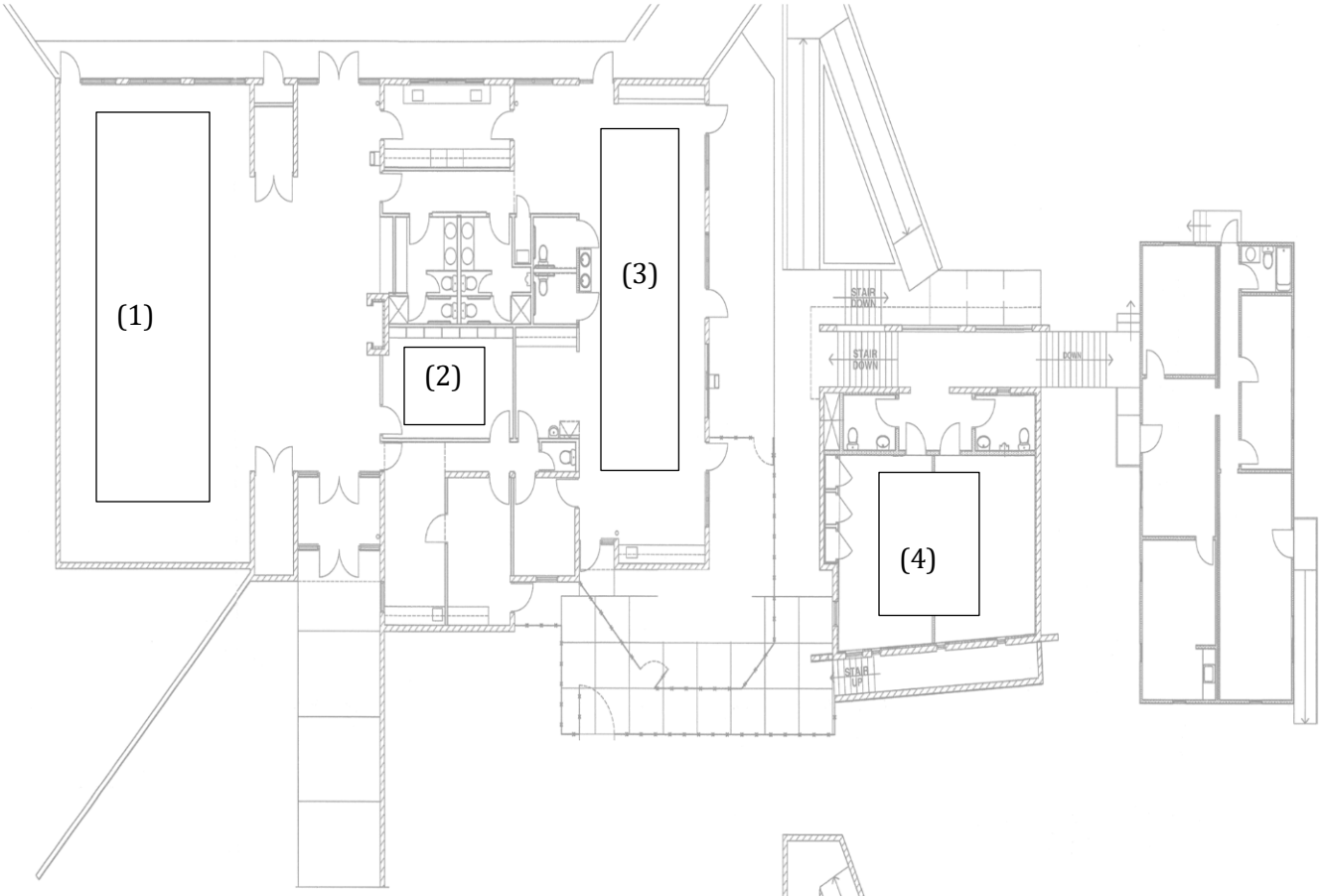
Cell: 602-312-0023

2/24/2024

PLH23-0013 Civitan Foundation, Inc.

CIVITAN FOUNDATION

12635 N. 42nd Street
Phoenix, Arizona 85032



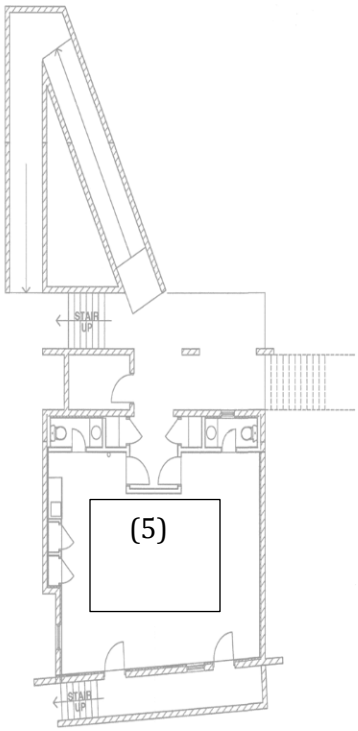
Area (1) will be used for Music, Lab, and Theater on alternating days. No more than 15 members served in this area at one time.

Area (2) will have Transition to Employment classes. No more than 10 members served in this area at one time.

Area (3) will be used for Nutrition Instruction and Creative Arts. No more than 15 members served in this area at one time.

Area (4) will be used for adaptive sports, physical education, and adaptive dance classes. No more than 10 members served in this area at one time.

Area (5) will be used as another group supported employment opportunity. No more than 10 members served in this area at one time.



City Council Memorandum Economic Development Memo No. ED23-019

Date:	May 08, 2023
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Andy Bass, Deputy City Manager Micah Miranda, Economic Development Director
From:	Michael Winer, Economic Development Project Manager
Subject:	Purchase of Signage for the Airpark Area

Proposed Motion:

Move City Council approve the purchase of signage for the Airpark Area, from YESCO, LLC, utilizing the City of Peoria Contract No. P19-0079, in the amount of $259,212.

Background/Discussion:

The Economic Development Division has been tasked with leading a place branding initiative for the Airpark Area employment corridor. The Airpark Area is one of five designated employment corridors in Chandler, encompasses approximately nine square miles, and is generally bounded west-to-east by Arizona Avenue and Gilbert Road, and north-to-south by Ocotillo Road and the Loop 202 freeway. More than 445 businesses are located in the Airpark Area, employing a total of more than 12,360 workers. The Airpark Area has been Chandler's fastest growing employment corridor in terms of job growth in recent years, adding more than 5,300 jobs over a five-year period from 2017 to 2021. The area's supply of vacant land designated for employment makes it critical to future economic development in Chandler.

Staff is seeking City Council approval to contract with YESCO to fabricate and install seven branded monument signs at key locations within the Airpark Area. This project will advance a goal in the Chandler Airpark Area Plan Update, adopted in October 2021, which calls on the City to implement gateway elements to help identify the Airpark Area. The project will also complement other place

branding projects in Chandler employment corridors, including the Uptown Chandler banners and traffic signal cabinet art and West Chandler monument signs.

Local stakeholders were surveyed to provide input on the Airpark Area sign design, including leading employers, property owners, real estate brokers, and neighborhood leaders. Staff also presented the monument sign concept to the Economic Development Advisory Board and Airport Commission, with both bodies expressing support for the initiative. The sign design is consistent with City brand standards and incorporates an aviation theme, as recommended by the Chandler Airpark Area Plan. The seven planned installation locations are within City right-of-way and were selected based on visibility, traffic safety requirements, and ability to preserve views for existing and future private development signage.

Evaluation:

The City of Peoria competitively solicited and awarded a contract for fixed building, monument, and wayfinding signage to YESCO, LLC. The City has a current agreement that permits the cooperative use of the City of Peoria's contracts. The City has an existing linking agreement with YESCO, LLC, for the cooperative use of the contract.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.3310.6210.0.6ST718	General Government Capital Project	City Gateways	$259,212	Y

Attachments

Airpark Area Sign Design & Planned Locations

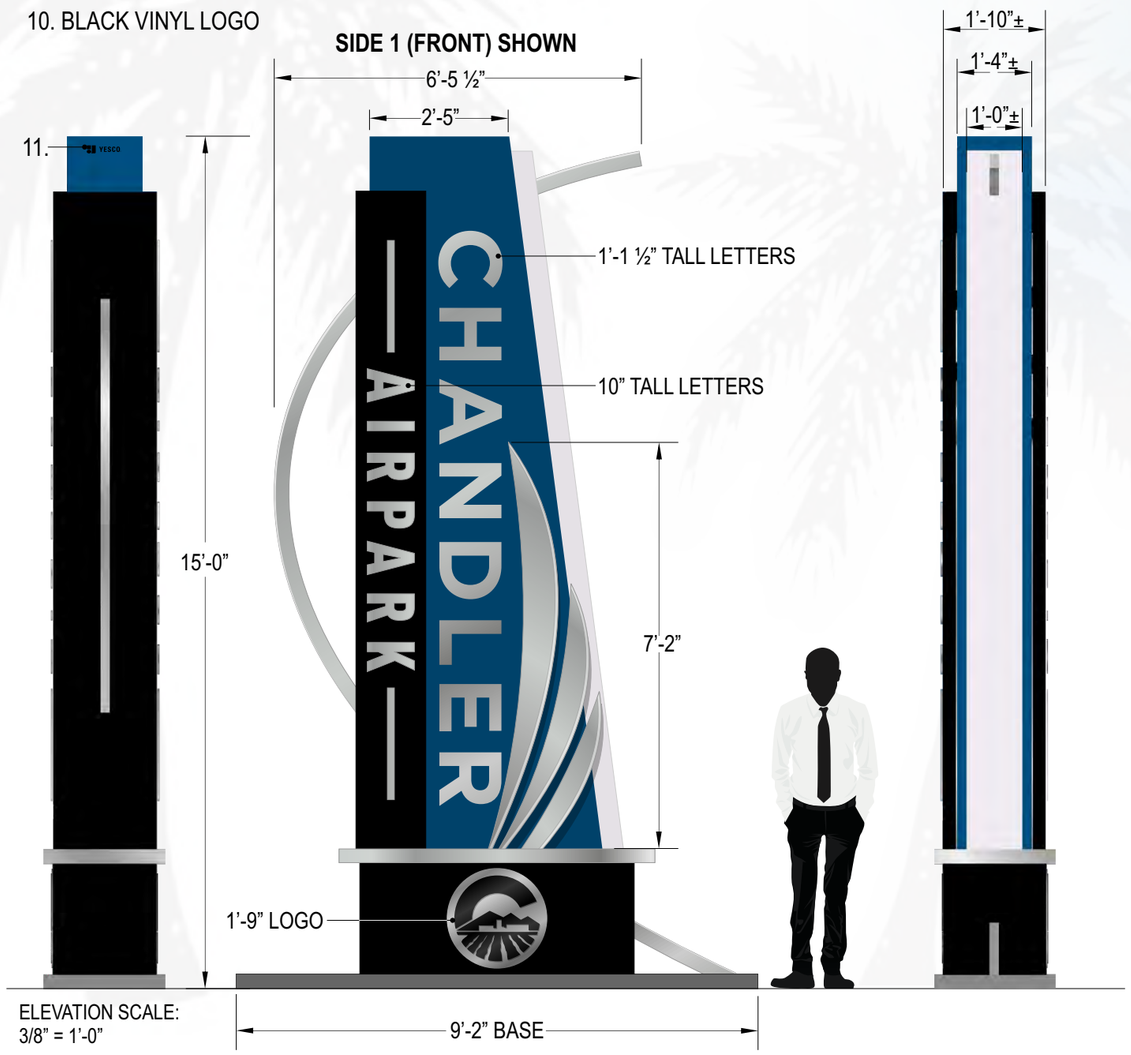
A

MANUFACTURE & INSTALL *VARIOUS D/F | S/F MONUMENT DISPLAYS

PERSPECTIVE VIEW N.T.S. 19 SQ FT

1. ALUMINUM CABINET WITH PAINTED FINISH TO MATCH CHANDLER BLUE - PMS 2188
2. ALUMINUM ACCENT CABINET WITH PAINTED BLACK FINISH
3. ALUMINUM FCO LETTERS WITH PAINTED SILVER FINISH
4. ALUMINUM ARCH ACCENT WITH PAINTED SILVER FINISH
5. ALUMINUM CAP WITH PAINTED SILVER FINISH
6. ALUMINUM BASE WITH PAINTED BLACK FINISH
7. ALUMINUM FCO WITH PAINTED SILVER FINISH AND BLACK FCO PLANT ON LOGO
8. SUPPORT BASE WITH GRAY FINISH
9. ALUMINUM PLANT-ON CABINET WITH PAINTED FINISH TO MATCH CHANDLER GRAY LIGHT
10. ALUMINUM FCO ACCENTS WITH PAINTED SILVER FINISH
10. BLACK VINYL LOGO

SIDE 1 (FRONT) SHOWN



SIDE A (FRONT) SHOWN

Chandler Blue
PMS 2188
CMYK: 100/39/0/63

Chandler Grey Light

YESCO
Custom Electric Signs
Phoenix Division
6725 West Chicago Street
Chandler, AZ 85226
480.449.3726
www.yesco.com

DESIGN

This drawing was created to assist you in visualizing our proposal. The original ideas herein are the property of YESCO. Permission to copy or revise this drawing can only be obtained through a written agreement with YESCO.

Client:
City of Chandler | Airpark Area

Address:
Loop 202 SanTan Freeway
Chandler, AZ
85226

Account Executive:
Kelly Chipman

Designer:
Mark R.

Date:
01.27.2022

OPY:
45197

Revisions:

No.	Date	
1	03.10. 2022	MR
2	03.22. 2022	MR
3	05.09. 2022	MR
4	06.03. 2022	MR
5	02.07. 2023	MR
6	02.28. 2023	MR

Customer Approval:

x
Client Signature | Date

x
Landlord Signature | Date

AZ Contractor Licenses:
Signs #ROC260959
Awnings #ROC260960
Electrical #ROC260958

***FOUR TO SIX DISPLAYS REQUIRED**

EXACT QUANTITY T.B.D. | D/F OR S/F DISPLAYS T.B.D.

SIDE B (BACK) SHOWN

SCALE: ½" = 1'-0"

SIDE B (BACK) SHOWN

Chandler Blue
PMS 2188
CMYK: 100/39/0/63

Chandler Grey Light

YESCO®
Custom Electric Signs™

Phoenix Division

6725 West Chicago Street
Chandler, AZ 85226
480.449.3726
www.yesco.com

DESIGN

This drawing was created to assist you in visualizing our proposal. The original ideas herein are the property of YESCO. Permission to copy or revise this drawing can only be obtained through a written agreement with YESCO.

Client:
City of Chandler | Airpark Area

Address:
Loop 202 SanTan Freeway
Chandler, AZ
85226

Account Executive:
Kelly Chipman

Designer:
Mark R.

Date:
01.27.2022

OPY:
45197

Revisions:

No.	Date	
1	03.10. 2022	MR
2	03.22. 2022	MR
3	05.09. 2022	MR
4	06.03. 2022	MR
5	02.07. 2023	MR
6	02.28. 2023	MR

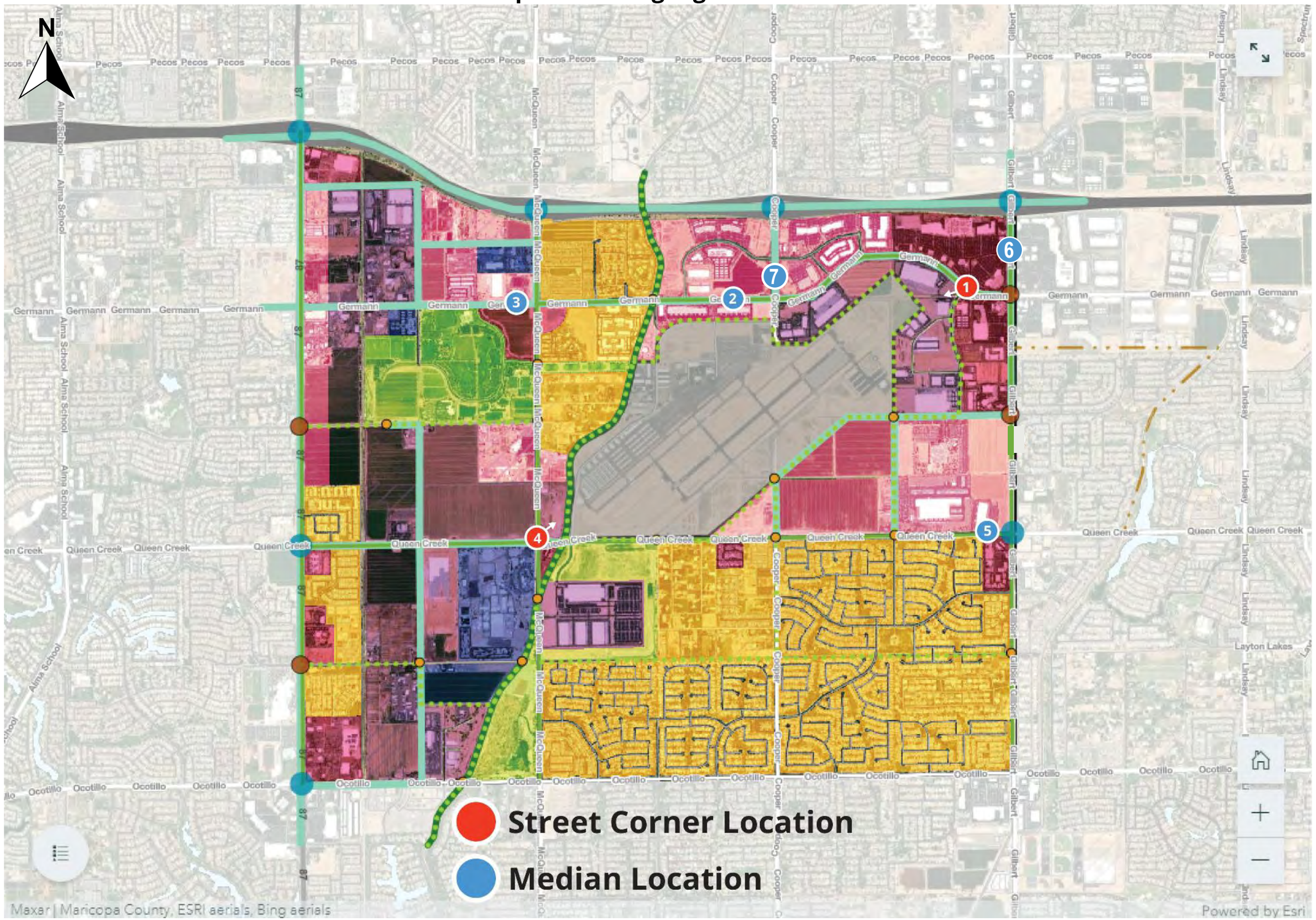
Customer Approval:

x
Client Signature | Date

x
Landlord Signature | Date

AZ Contractor Licenses:
Signs #ROC260959
Awnings #ROC260960
Electrical #ROC260958

Airpark Area Signage Locations



YESCO®

Custom Electric Signs™

Phoenix Division

6725 West Chicago Street
Chandler, AZ 85226
480.449.3726
www.yesco.com

DESIGN

This drawing was created to assist you in visualizing our proposal. The original ideas herein are the property of YESCO. Permission to copy or revise this drawing can only be obtained through a written agreement with YESCO.

Client:
City of Chandler | Airpark Area

Address:
Loop 202 SanTan Freeway
Chandler, AZ
85226

Account Executive:
Kelly Chipman

Designer:
Mark R.

Date:
01.27.2022

OPY:
45197

Revisions:

No.	Date	
1	03.10. 2022	MR
2	03.22. 2022	MR
3	05.09. 2022	MR
4	06.03. 2022	MR
5	02.07. 2023	MR
6	02.28. 2023	MR

Customer Approval:

x
Client Signature | Date

x
Landlord Signature | Date

AZ Contractor Licenses:
Signs #ROC260959
Awnings #ROC260960
Electrical #ROC260958

City Council Memorandum **Facilities and Fleet Memo No.** 23-01

Date: May 08, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
From: Mike Hollingsworth, Facility & Fleet Services Senior Manager
Subject: Resolution No. 5678, Approving the Application and Award of an Energy Efficiency Conservation Block Grant (EECBG) Voucher in the Amount of $283,790, from the United States Department of Energy (USDOE) for the Purchase and Installation of Energy Efficient and Conservation Related Technology and Equipment

---

Proposed Motion:

Move City Council adopt Resolution No. 5678, approving the application and award of an Energy Efficiency and Conservation Block Grant (EECBG) voucher in the amount of $283,790, from the United States Department of Energy (USDOE), for the purchase and installation of energy efficient and conservation related technology and equipment.

Background:

The EECBG Program is designed to assist state, local, and tribal governments in implementing strategies to reduce energy use, lessen fossil fuel emissions, and improve overall energy efficiency. To simplify and streamline the grant process, the USDOE is offering a voucher process for technical assistance and/or equipment rebates in lieu of a direct grant process. Government participants that opt into a voucher process are not required to apply for and administer a direct federal grant. Participants choosing vouchers submit a separate application using a streamlined process with reduced documentation, monitoring and reporting requirements. The City of Chandler has chosen to participate in the voucher process and Resolution No. 5678 authorizes this application and award.

Discussion:

EECBG vouchers can be used for equipment purchase and installation rebates and to reimburse entities for the purchase of energy-related equipment. Equipment eligible for rebates span a wide range of technologies that are deployed to lower fossil fuel use or increase energy efficiency. Examples include:

- Efficient materials and technologies used to retrofit buildings such as HVAC equipment, air source heat pumps, heat pump water heaters, windows, doors, insulation, and other weatherization materials;
- Electric vehicles and electric vehicles charging stations and equipment;
- Equipment for renewable energy installations, including wind, solar, and storage;
- Metering equipment; and
- Ancillary equipment such as electric system upgrades to accommodate technology installations.

Anticipated uses of this voucher are for current Capital Improvement Projects (CIPs) that will increase energy efficiency, such as the City Hall cooling tower project, Center for the Arts HVAC replacements, and/or other qualified projects depending on which are able to move forward first without supply chain delays.

Financial Implications:

The voucher awarded to the City of Chandler will allow for planned CIP costs to be reimbursed up to $283,790.

Attachments

Resolution 5678

RESOLUTION NO. 5678

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING THE APPLICATION AND AWARD OF AN ENERGY EFFICIENCY CONSERVATION BLOCK GRANT VOUCHER IN THE AMOUNT OF $283,790 FROM THE UNITED STATES DEPARTMENT OF ENERGY FOR THE PURCHASE AND INSTALLATION OF ENERGY EFFICIENT AND CONSERVATION RELATED TECHNOLOGY AND EQUIPMENT.

WHEREAS, United States Department of Energy (USDOE) is committed to assisting states, local government and Tribes in implementing strategies to reduce energy use and fossil fuel emissions, for overall improved energy efficiency; and

WHEREAS, the USDOE has implemented an Energy Efficiency and Conservation Block Grant (EECBG) program that offers a voucher process for technical assistance and/or equipment rebates; and

WHEREAS, the City of Chandler submitted a pre-application for a voucher to the USDOE and in return received written confirmation of award approval in the amount of $283,790; and

WHEREAS, the City of Chandler will use the voucher for qualified equipment purchases, installation rebates and energy related equipment; and

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

Section 1. Approving the voucher application and the acceptance of a USDOE voucher award in the amount of $283,790 for the purpose set forth in this Resolution.

Section 2. Authorizing the City Manager, or his designee, to sign all related documents on behalf of the City of Chandler and perform all acts necessary to give effect to this Resolution.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this 11th day of May, 2023.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5678 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 11th day of May, 2023 and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

City Council Memorandum Management Services Memo No. 23-032

Date: May 08, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Assistant Director
From: Danielle Wells, Revenue and Tax Senior Manager
Subject: New License Series 12, Restaurant Liquor License Application for Dominick Jay Hoon Ju, Agent, Gen Chandler, LLC, DBA Gen Korean BBQ House Chandler

---

Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 235991, a Series 12, Restaurant Liquor License, for Dominick Jay Hoon Ju, Agent, Gen Chandler, LLC, DBA Gen Korean BBQ House Chandler, located at 1852 W. Chandler Boulevard, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 305008.

Discussion:

This application for a liquor license was posted for hearing on May 11, 2023.

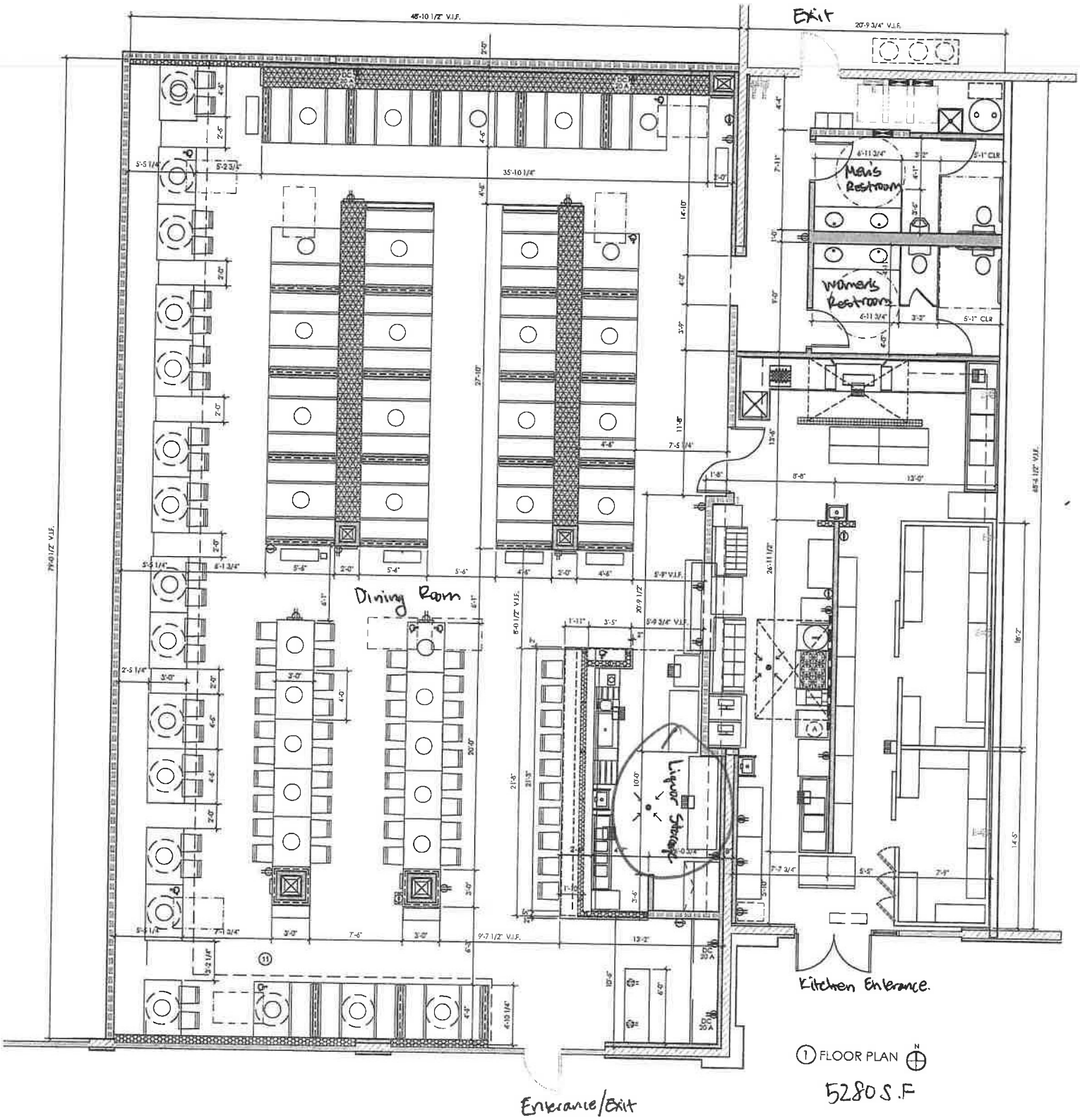
Staff requests a recommendation for this liquor license as the establishment does not have an interim liquor license permit with the Department of Liquor Licenses and Control (DLLC) and desires to begin serving alcohol. The DLLC allows 60 days for the City to provide a recommendation for a liquor license application. This recommendation for approval by the Local Governing Body will be within 60 days allowing the applicant to proceed with their new liquor license application process.

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

Attachments

A-Floor Plan

'23 3 7 Liqr.Admin AM11:15



① FLOOR PLAN

5280 S.F

ITEM 10

City Council Memorandum **Mayor and Council Memo No.** N/A

Date: May 08, 2023
To: Mayor and Council
Thru: Joshua Wright, City Manager
From: Matt Burdick, Communications and Public Affairs Director
Subject: City Council Strategic Framework 2023-2025

Proposed Motion:

Move City Council adopt Resolution No. 5691 approving the City Council Strategic Framework 2023-2025.

Background:

The City Council adopted a City Council Strategic Framework in 2019 and updated that document in 2021 to outline its vision, brand statement, strategic policy goals and focus areas that guide policy decisions and investments in the community. The City Council held a retreat on February 1-2, 2023, that included discussions about desired updates to the previously adopted City Council Strategic Framework. The City Council held a work session on March 23, 2023, to review updates that would be made to the City Council Strategic Framework for 2023-2025. All recommended changes to the Strategic Framework from those meetings have been incorporated into the attached final version.

Attachments

Resolution 5691 Strategic Framework

Strategic Framework Booklet 2023-2025

RESOLUTION NO. 5691

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING THE CITY COUNCIL STRATEGIC FRAMEWORK FOR 2023-2025.

WHEREAS, the City Council adopted a City Council Strategic Framework in 2019 and updated that document in 2021 to outline its vision, brand statement, strategic policy goals and focus areas that guide policy decisions and investments in the community; and

WHEREAS, the City Council held a retreat on February 1-2, 2023, which included discussions that identified desired updates to the previously adopted City Council Strategic Framework; and

WHEREAS, the City Council held a work session on March 23, 2023, during which it reviewed updates that would be made to the City Council Strategic Framework for 2023-2025.

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

Section 1. Approves and adopts the City Council Strategic Framework for 2023-25 attached hereto.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of May, 2023.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5691 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ___ day of May, 2023, and that a quorum was present thereat.

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

Strategic Framework
2023-2025

CHANDLER
arizona
Community of Innovation

Message from Mayor Kevin Hartke

Chandler has always been a *Community of Innovation*.

Our founder, Dr. A.J. Chandler, was our first innovator, and he was joined by entrepreneurial families in our early history to plant the seeds of innovation for all who would follow them. Later, community leaders in the 1970s, 1980s and 1990s recognized a changing world of technology, and they had the foresight to be ready.

Through the decades, Chandler evolved from a city of crops and fields to a high-tech manufacturing hub of fabs and chips. Visionary planning and economic development strategies also preserved areas for companies to expand their presence and create jobs in the aerospace and aviation, bioscience and healthcare, business and financial services, software and technology industries.

This innovative spirit guides planning today as we remain committed to fiscal responsibility in our efforts to provide a high quality of life, business growth opportunities and a pathway to prosperity for all. And it's all thanks to the vision and strategic planning that is the foundation of Chandler's identity.

It's an inspiring time to serve as Mayor and Councilmembers as we lay the groundwork from which future Councils can continue to lead the community forward.

Sincerely,

Mayor Kevin Hartke

Back row
Councilmember OD Harris, Mayor Kevin Hartke,
Councilmember Mark Stewart
Front row
Councilmember Jane Poston, Councilmember Angel Encinas,
Vice Mayor Matt Orlando, Councilmember Christine Ellis

Our Vision

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

Our Brand

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

CHANDLER
arizona
Community of Innovation

Innovative Focus

Innovation is the lifeblood of our community. The introduction of new ideas and methods is rooted in Chandler's culture and heritage. This thread of innovation embodies how we connect, plan and serve our city to be a contemporary, financially responsible and safe place to live and work.

Six focus areas identified by the City Council are priorities for innovation and investment through 2025.

Community Safety

Connectivity

Economic Vitality

Neighborhoods

Quality of Life

Sustainability and Technology

Our community is defined by innovators with vision who saw opportunity in Chandler. They created a place that is constantly refreshing, thinking and acting upon new ideas. Our culture, inspired by opportunity and nourished by innovation, uniquely advances Chandler in the ways we serve today and thoughtfully prepare for tomorrow.

Decades of strategic planning and decision making have made Chandler one of the strongest economic centers in the southwestern United States. Our stable business climate, dedicated employment areas and well-educated, talented residents are the fuel that propels companies to invest and prosper. The presence of global firms across diverse industries attracts innovators and their families from around the world, offering residents rich cultural diversity and experiences.

Companies headquartered in Chandler

1987 MICROCHIP

2012 keap

2017 ROGERS CORPORATION

2019 Offerpad

2020 isola

2021 VirTra

2022 Insight VIAVI Solutions

SKIN SCRIPT™ YOUR PRESCRIPTION FOR SKIN CARE

Decisions today create a foundation for tomorrow. Responsible financial planning and investment in people, technology, transportation and water infrastructure remain paramount to our development and resiliency. Actions that foster a safe community with inviting neighborhoods, abundant parks and distinctive entertainment and recreation opportunities significantly contribute to residents' quality of life. Convenient communication, mobility and utility resources enable residents and companies to leverage Arizona's regional connections and talent.

The focus areas described on the following pages provide a strategic planning framework of policy priorities to guide decision making by the Chandler City Council for the next two years. Each focus area page highlights Chandler Firsts, recalling innovative moments of our past and present.

Ag Town to Tech City

The 2023 State of the City address showcased our community's heritage and stories of people and businesses who shaped our journey from an agricultural town to the innovation and technology center we are today.

Community Safety

Chandler is recognized among the safest cities in the nation. Our fire and police departments are accredited and elite in their field. We ensure our community's safety with continued investment in people, systems and technology. Innovative partnerships extend our ability to address emerging community safety needs.

Chandler Firsts

Next generation radios offer Chandler Police expanded connectivity and coverage via radio, cell phone, Wi-Fi and Bluetooth. Radios with a precise global positioning system and voice activated interactions and search features empower officers to respond with eyes-up awareness and focus.

Ensuring community safety through:

- Prevention initiatives and emergency response services that support a safe, vibrant and healthy city.
- A proactive approach to maintaining and enhancing infrastructure and safety systems.
- Programs and technology that enhance cybersecurity and criminal justice systems while preserving individual privacy.
- Investments in people, technology and outreach that build community trust in being a safe city for all.
- Partnerships with service providers that sustainably address behavioral health and homelessness, recognizing the City's role as a facilitator and convener.

Connectivity

Connectivity - the ability to connect people, places and commerce through local, regional and virtual networks - is essential. Chandler is served by three major highways, two railroad corridors, a well-planned street and transit network, expanding bike and shared-use paths and a municipal airport that efficiently connects people and commerce. Chandler's advanced communication systems enhance our ability to connect through technology and transportation networks.

Chandler Firsts

Research and development of automotive technology has spawned an industry cluster of companies since autonomous vehicles first drove Chandler streets in 2016. Chandler was first the first city in the nation to adopt an autonomous vehicle and ride sharing zoning code in 2018, which reduces the amount of land developments must set aside for parking uses.

Forward-thinking transportation and technology networks with:

- Multi-modal, integrated options to access Chandler's employment corridors, local destinations and connections with Valley cities.
- Safe, attractive and well-managed roadways, paths and traffic systems connecting developments and neighborhoods.
- Innovative micro-transit options integrated into regional systems to serve Chandler residents and visitors.
- Fiber and wireless technology providers that quickly and reliably connect people and business.
- Regional resources that maximize the ability to finance transportation projects.

Economic Vitality

Economic vitality includes the use of creative policies and marketing efforts that ensure Chandler remains a world-class community for residents, visitors and businesses. Our approach preserves the viability of employment corridors and positions properties for adaptive reuse, infill and redevelopment. Chandler offers a business-focused environment for global industry leaders, exciting startups and entrepreneurs through every stage of development. Our business climate, talented workforce and lifestyle make Chandler a destination of choice for key industries.

Strategic economic development through:

- Preservation of employment corridors for planned uses to serve as economic engines and create high-quality jobs.
- A modern airport that supports business aviation and airpark area development.
- Targeted use of adaptive reuse, infill, mixed-use and redevelopment tools and plans supporting the vitality of commercial centers and neighborhoods.
- High development standards incorporating innovative aesthetics and amenities in our built environment.
- A predictable development process based on exceptional customer service and finding creative ways to get to "yes."
- Marketing and illustrating Chandler's brand as a regional, national and global destination for innovative people and technologies.
- Partnerships with higher education and workforce development programs that create a talent pipeline for key industries.
- Leadership in and partnerships with regional organizations that support entrepreneurship, dynamic startups and a thriving business climate.

Chandler Firsts

Rogers Corporation became Chandler's first high-tech company in 1967 and relocated its corporate headquarters here in 2017. Intel's first semiconductor manufacturing plant opened in 1980 and has become the city's largest employer amid a collection of companies in the high-tech manufacturing industry.

Neighborhoods

To sustain an exceptional quality of life for Chandler residents, preservation and enhancement of neighborhoods is paramount. These approaches ensure that all neighborhoods remain safe and vibrant. Engaging residents, developers and community stakeholders provide opportunities to achieve this goal, while maintaining each neighborhood's distinct character.

Unique and vibrant communities with:

- Amenities, infrastructure and services that support community safety and align with the needs of people in the surrounding neighborhood.
- A holistic neighborhood improvement approach that connects City departments, non-profits, businesses, faith agencies and residents.
- Innovative programs that preserve neighborhood quality and streamline processes to approve housing options that meet residents' diverse needs.
- Partnerships with community leaders, homeowner associations and residents to promote reinvestment in the viability of neighborhoods.
- Activities that promote the community's spirit of volunteerism and pride in ownership.
- Preservation and recognition of our historic cultural assets, buildings and neighborhoods.

Chandler Firsts

Chandler's first general plan, adopted by voters in 1970, created a unique policy of a neighborhood park in each square mile of residential development. Today, 69 parks serve as places for residents to gather and play.

Quality of Life

Chandler's commitment to high standards has spanned generations of City leadership and resulted in the safe and beautiful community residents and businesses enjoy today. Our innovative practices maximize cost savings for taxpayers while enhancing the quality of city services. Our unparalleled quality of life includes a focus on arts, culture, learning and recreation. High-quality developments, parks and amenities shape the character of our neighborhoods and commercial centers.

Chandler Firsts

Chandler is Arizona's first master planned community. Our first park, Dr. A.J. Chandler Park, was built in 1912 at the heart of the original town square. Soon after, the San Marcos Hotel opened and built Arizona's first grass golf course.

Providing an exceptional quality of life through:

- Parks and open spaces with amenities and activities that cater to the needs of the surrounding area.
- Activities and entertainment that capitalize on Chandler's culture, unique history and captivating arts and music scene.
- Partnerships, volunteerism and consistent processes that foster recreational and cultural activities relevant to all residents.
- Unique amenities and experiences that attract people to Chandler.
- Cultivation of a community and municipal organization that values diversity, equity and inclusion.

Sustainability and Technology

Chandler's high-tech industries, businesses and talented workforce drive the local economy. We recognize the importance of infrastructure, water and streamlined city services that support key industries engaged in the development of current and future technologies. The pursuit of sustainable and technological infrastructure and services advance our ability to meet the unique needs of the community and equip our empowered, talented workforce to serve.

Embrace sustainable and global technology advancements by:

- Leading in the sustainability of water infrastructure and conservation.
- Managing urban forestry and green space assets in a way that enhances livability while respecting the desert environment.
- Partnering with energy and technology providers to enhance reliability, redundancy and coverage for the community.
- Pursuing smart energy solutions that lower the cost of services and improve environmental resiliency.
- Investing in people, services and technology to streamline internal processes, enhance customer service and support a 21st century workforce.
- Taking calculated risks to explore new technologies and innovative pilot programs that promote efficiency, productivity, sustainability and connectivity while demonstrating return on investment.
- Promote sustainable building development by the private sector that produces energy efficiencies and cost savings.

Chandler Firsts

The nation's first privatized wastewater treatment facility opened in Chandler in 1986 and our first reverse osmosis plant opened in 1996. Today, 100 percent of wastewater is treated for irrigation and industrial uses. Our interconnected distribution system, wells and allocation policy provides agility when adapting to water availability and demand.

chandleraz.gov/StrategicFramework

CHANDLER
arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** RE23-049

Date: May 08, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
Kimberly Moon, Capital Projects Manager
From: Stephen Shea, Real Estate Program Coordinator
Subject: Resolution No. 5684 Approving the Land Use License with Salt River Project to Allow the City's Continued Use of a Portion of the Gila Drain South of Ray Road and West of Pineview Unit One Subdivision for Existing Water and Sewer Lines and Associated Facilities

---

Proposed Motion:

Move City Council pass and adopt Resolution No. 5684 approving the Land Use License with Salt River Project (SRP) to allow the City's continued use of a portion of the Gila Drain south of Ray Road and west of Pineview Unit One Subdivision for existing water and sewer lines and associated facilities.

Background:

The City of Chandler and SRP entered into a Land Use License (the “License”), with an effective date of June 1, 2002, and a termination date of May 31, 2012, that gave the City permission to enter upon an 8,772 square foot portion of the east bank of the Gila Drain (the “Licensed Area”) to access City-owned water and sewer lines and associated facilities that were installed as part of the development of the Pineview Unit One subdivision. On January 23, 2012, the City of Chandler and SRP amended the License termination date to May 31, 2022. SRP is willing to agree to the City’s continued use of a portion of the Gila Drain, subject to the parties entering into a new Land Use License (the “New License”). The New License will have a term of 15 years, retroactive to June 1, 2022, and will expire on May 31, 2037. There is no annual license fee for the New License.

Staff has determined that the legal description for the Licensed Area is correct and

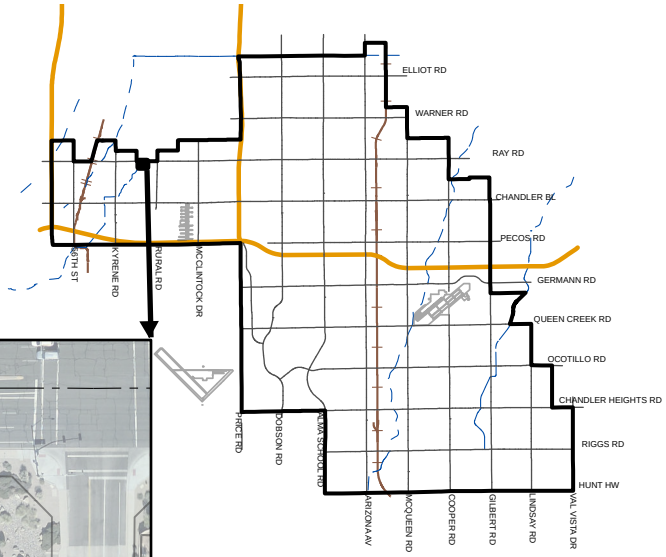
recommends approval of the New License.

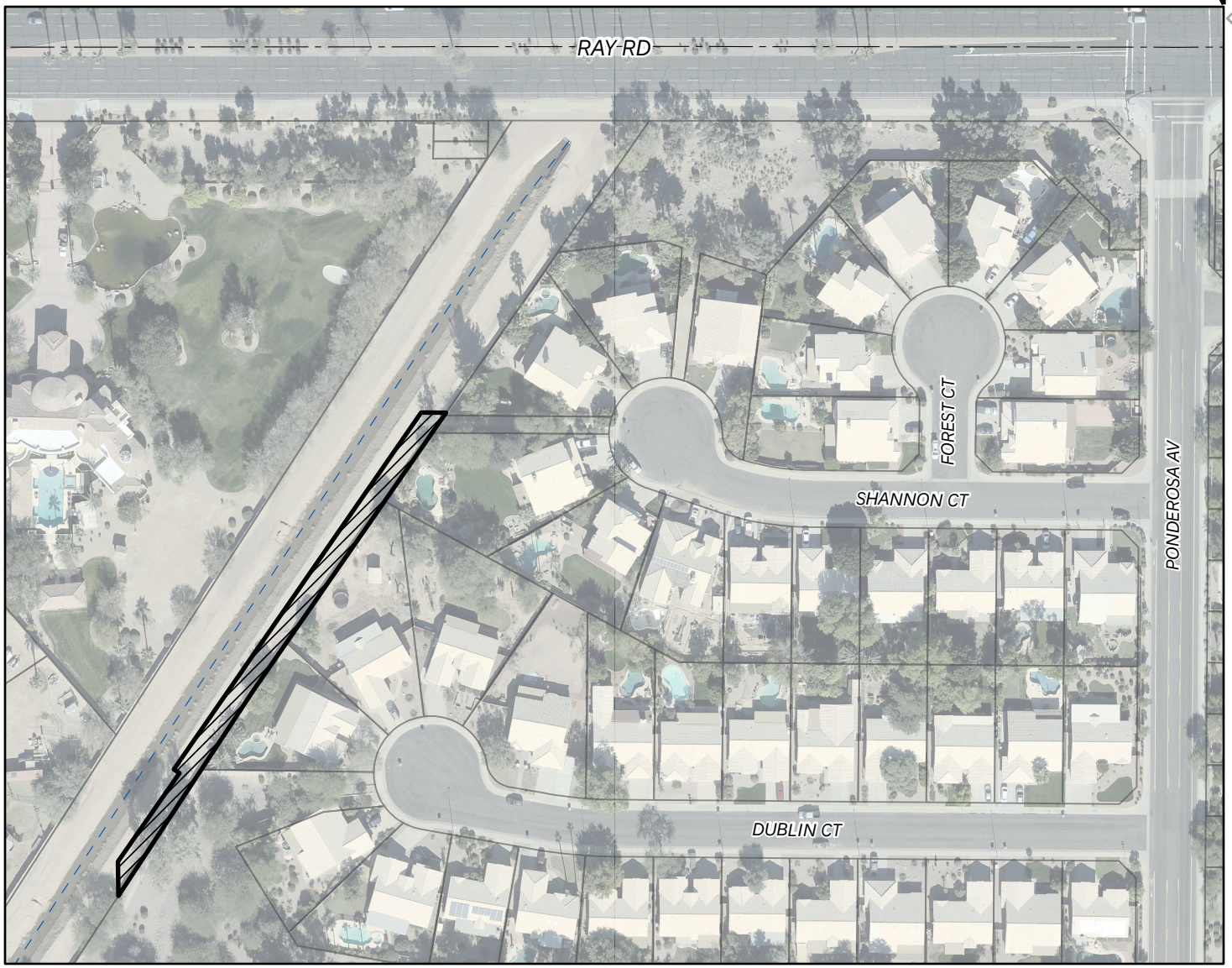
Attachments

Location Map
Resolution No. 5684
Exhibit A - New License
Exhibit B - Licensed Area

RESOLUTION NO. 5684

APPROVING THE LAND USE LICENSE WITH SALT RIVER PROJECT (SRP) TO ALLOW THE CITY'S CONTINUED USE OF A PORTION OF THE GILA DRAIN SOUTH OF RAY ROAD AND WEST OF PINEVIEW UNIT ONE SUBDIVISION FOR EXISTING WATER AND SEWER LINES AND ASSOCIATED FACILITIES.





MEMO NO. RE23-049

RESOLUTION NO. 5684

LAND USE LICENSE

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcGISPro_Shared\Map Requests\Real Estate\2023\RE23-049\RE23-049.aprx 4/7/2023 maricelah

RESOLUTION NO. 5684

A RESOLUTION OF THE COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING THE LAND USE LICENSE WITH SALT RIVER PROJECT TO ALLOW THE CITY'S CONTINUED USE OF A PORTION OF THE GILA DRAIN SOUTH OF RAY ROAD AND WEST OF PINEVIEW UNIT ONE SUBDIVISION FOR EXISTING WATER AND SEWER LINES AND ASSOCIATED FACILITIES.

WHEREAS, City water and sewer service lines and associate facilities have been installed within an eighteen foot wide strip of land totaling 8,772 square feet in the east bank of the Gila Drain in an area south of Ray Road and West of Pineview Unit One subdivision (the "Licensed Area"); and

WHEREAS, the City of Chandler and Salt River Project ("SRP") first entered into a Land Use License for the Licensed Area with an effective date of June 1, 2002 and a termination date of May 31, 2012, which the parties subsequently amended to extend the termination date to May 31, 2022; and

WHEREAS, SRP will agree to a new 15-year Land Use License for the Licensed Area, with no annual license fee, effective retroactively to June 1, 2022 and terminating May 31, 2037 (the "New License").

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

Section 1. Approves the New License in substantially the form approved by the City Attorney in Exhibit "A" for the Licensed Area described in Exhibit "B," both Exhibits as attached hereto and made a part hereof by reference.

Section 2. Authorizes the City Manager of the City of Chandler, Arizona, or designee, to execute the License on behalf of the City.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2023.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5684 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2023, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM

_____
CITY ATTORNEY DMG

EXHIBIT “A”
(License)

EXHIBIT “B”
(Licensed Area)

SALT RIVER PROJECT
Land Department/PAB10W
P. O. Box 52025
Phoenix, Arizona 85072-2025

SALT RIVER PROJECT
LAND USE LICENSE

DO NOT REMOVE
THIS PAGE IS PART OF THE
ORIGINAL DOCUMENT

SALT RIVER PROJECT
LAND USE LICENSE

Municipal Utility Purposes

Salt River Project License No.:	88041
Salt River Project File No.:	1371.1208
Effective Date:	June 1, 2022
Agent:	HDL

1. License Granted

WHEREAS, Licensor and the Salt River Valley Water Users' Association (Association) manage the Licensed Property pursuant to contracts with the United States of America (USA), which assign to Licensor the responsibility and authority for the care, operation, maintenance and management of the Salt River Reclamation Project ("Reclamation Project") of which the Licensed Property is a part, and;

WHEREAS, Licensor hereby acknowledges and consents to Licensee's continued use of the Licensed Property in a manner consistent with paragraph 2 hereof and that does not in any way compromise the contractual obligation or authority of Licensor to manage the Reclamation Project.

For valuable consideration acknowledged and received by Licensor, the **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona ("Licensor"), grants **THE CITY OF CHANDLER**, an Arizona municipal corporation ("Licensee"), a revocable License granting the nonpossessory and nonexclusive right and privilege to enter upon and use certain real property, the Licensed Property, under the following terms and conditions. Nothing herein shall be construed as a conveyance of a real property interest in the Licensed Property.

2. Purpose

Licensee shall make the Licensed Property available for use by the general public and may use the Licensed Property only for water and sewer lines and associated facilities. See Exhibit A, B, and C for additional facility specifications attached hereto and a part hereof. Licensee shall not use the Licensed Property for any other purpose without the prior written approval of Licensor. Licensee acknowledges that, but for this License, it has no rights to use or occupy the Licensed Property and represents that it makes no claim to such rights.

3. Licensed Property

The Licensed Property shall mean: That portion on the East bank of the Gila Drain that lies in the Northeast Quarter of Section 27 Township 01 South Range 04 East, Gila and Salt River Meridian, Maricopa County, Arizona and more particularly described on Exhibit A, B, and C attached hereto and made a part hereof.

4. Compensation

4.1 Licensee shall reimburse Licensor, for all federal, state and local excise, sales, privilege, gross receipts and other similar taxes lawfully imposed on and paid by Licensor as a result of any License Fees received by Licensor under this License; provided, however, that this Section shall not apply to income taxes. Licensee shall pay all property taxes, if any, levied on the Licensed Property.

4.2 All amounts paid by Licensee to Licensor as a result of damages, costs, expenses and sums incurred by Licensor hereunder as a result of Licensee's default shall be deemed to be License Fees.

4.3 Any payment due under this License that is not paid within 30 days of its due date shall bear interest from the date such payment was due at the rate of eighteen percent (18%) per annum. Licensor shall have all the rights and remedies provided herein and by law for Licensee's failure to pay any of the compensation specified in this Section 4.

4.4 Within 30 days of Licensor's delivery of an invoice therefore, Licensee shall pay any incremental increase in Licensor's operation and maintenance costs on the Licensed Property resulting from Licensee's exercise of its rights hereunder. Licensor shall incur no liability for any costs of repairing or replacing Licensee's improvements within the Licensed Property, damaged as a result of Licensor's operation and maintenance of its facilities, unless due to negligent or willful acts or omissions of Licensor or its agents or employees.

4.5 In the event of non-payment by Licensee of any amount due hereunder, Licensor's remedies shall include, though not be limited to, the collection of past due compensation and termination of this License.

5. Term

The term of this License shall be for Fifteen (15) Licensed Years (as defined below) beginning June 1, 2022 and ending May 31, 2037. Unless earlier terminated pursuant to the terms set forth herein, and may be renewed upon written agreement by the parties. For purposes of this License, the term "License Year" shall mean each twelve (12) month period during the term of this License commencing on June 1st and ending at midnight on the next succeeding May 31st.

6. Default

If a party ("Defaulting Party") fails (i) to make payment required herein by its due date or (ii) perform an obligation under this License within 30 days after written notice is given to the Defaulting Party of its failure to perform such obligation on the date when such performance was due (or, if such default cannot reasonably be cured within 30 days, then within such longer period as is determined by the non-defaulting party to be necessary to cure such default, provided the Defaulting Party commences to cure such default within the 30 day period), then, upon the expiration of the applicable cure period, if any, the non-defaulting party may terminate this

License upon not less than 30 days prior written notice to the Defaulting Party.

7. Rights of the United States of America

7.1 This License is subject to the paramount rights and regulatory jurisdiction of the USA in and to the Licensed Property, federal reclamation law, and all agreements existing and to be made between and among the USA, the Association, and Licensor regarding the management, care, operation and maintenance of the Reclamation Project.

7.2 The USA reserves the right of its officers, agents, and employees at all times to have unrestricted access and ingress to, passage over, and egress from all of said lands, to make investigations of all kinds, dig test pits and drill test holes, to survey for and construct reclamation and irrigation works and other structures incident to Federal Reclamation Projects, or for any purpose whatsoever.

8. Successors and Assigns

The privileges granted to Licensee herein shall not inure to or benefit any person or entity other than Licensee, either through assignment or sublicense. Any attempt by Licensee to so assign or sublicense all or any portion of the Licensed Property for any purpose whatsoever shall void this License.

9. Termination of the License

9.1 Either party or the USA may terminate this License without cause upon written notice of not less than one License Year.

9.2 The USA or Licensor may, at any time and at no cost or liability to the USA or Licensor, terminate this License if the USA or Licensor determines that any of the following apply:

(i) The use has become incompatible with authorized project purposes, project operations, safety, and security;

(ii) A higher public use is identified through a public process described at 43 CFR § 429.32(a)(1); or

(iii) Termination is necessary for operational needs of the project.

9.3 The USA or Licensor may, at any time and at no cost or liability to the USA or Licensor, terminate this License if the USA or Licensor determines that the Licensee has failed to use the Licensed Property for its intended purpose for a period of at least six (6) consecutive months. Further, failure to construct improvements pursuant to Section 15 hereof within the timeframe specified in the terms of the License may constitute a presumption of abandonment of the requested use and cause termination of the License.

9.4 Upon the expiration, termination, or revocation of this License, if all License Fees and damage claims due the USA and Licensor have been paid, the Licensee shall remove all

structures, equipment, or other improvements made by it from the Licensed Property at no cost to the USA or Licensor. Upon failure to remove any such improvements within one hundred eighty (180) days of the expiration, termination, or revocation, any remaining improvements shall, at the option of the USA or Licensor, be removed or become the property of the USA or Licensor. The Licensee shall pay all expenses of the USA or Licensor, or their assigns, related to the removal of such improvements.

10. Maintenance of Licensed Property & Interface with Licensor's Use of Licensed Property

10.1 Licensee, at its own expense, shall maintain the Licensed Property in reasonably good, sanitary and safe condition. Subject to the conditions set forth herein, Licensor reserves to itself and Association, a right of access to the Licensed Property for the construction, use, operation, maintenance, relocation and removal of any existing and future electric or water distribution or transmission facilities. Any such construction, use, operation, maintenance, relocation or removal shall be performed in a manner designed to avoid, to the extent feasible, disturbance to Licensee's improvements and Licensee's use and enjoyment of the Licensed Property. Licensor shall give Licensee at least ninety (90) days prior written notice of any such construction, use, operation, maintenance, relocation or removal that will materially disrupt Licensee's use and enjoyment of the Licensed Property or the Licensee's improvements; provided, however, that such notice may be given in such shorter period as Licensor determines to be reasonable under prevailing circumstances, or with no notice in the event of an emergency where no notice is feasible. Nothing in this License shall be construed to deny or lessen the powers and privileges granted Licensor by the laws of the State of Arizona. Licensor shall not be liable to Licensee for any damage to Licensee's improvements located upon the Licensed Property, unless due to negligent or willful acts or omissions of Licensor or its agents or employees.

10.2 If Licensee defaults in the performance of the obligations set forth in Section 10.1, and Licensor gives notice of the default, Licensee shall correct such default to the reasonable satisfaction of Licensor within the required period of time set forth in the notice of default (the "Correction Period"), which period of time shall be reasonable under the circumstances. If Licensee fails to correct the default within the Correction Period, Licensor may take any action reasonably determined by Licensor to be necessary to correct such default, including without limitation making any repair or modification to or removing any of Licensee's improvements. Licensee shall reimburse Licensor for the reasonable costs it incurs to correct such default within thirty (30) days after Licensor presents Licensee with a statement of such costs. Licensee shall release Licensor and Association from all damages resulting to Licensee from the correction of such default, including, without limitation, those damages arising from all repairs or modifications to or removal of any of Licensee's improvements.

10.3 The USA, acting through Reclamation, Department of the Interior, reserves rights to construct, operate, and maintain public works now or hereafter authorized by the Congress without liability for termination of the License or other damage to Licensee’s activities or facilities.

11. Nonexclusive Rights

This License is nonexclusive and nothing herein shall be construed to prevent or restrict Licensor from granting other privileges to use the Licensed Property in a manner Licensor or the USA deems not inconsistent with Licensee's use of the Licensed Property in accordance with this License.

12. Existing Easements and Licenses

This License is subject to all existing encumbrances of record, including easements and licenses. It shall be Licensee's obligation and responsibility to ascertain the rights of all third parties in the Licensed Property. Licensor consents only to the use of the Licensed Property for the purposes described herein, in its capacity as manager of the Licensed Property and on behalf of the USA. Nothing in this License shall be construed as Licensor's representation, warranty, approval or consent regarding rights in the Licensed Property held by other parties. Licensee shall indemnify and hold Licensor, the USA and the Association harmless from any liability arising out of any dispute or claim regarding actual or alleged interests in the Licensed Property, affecting Licensee's interests created herein, and shall release Licensor, the USA and Association from any such claims on its own behalf.

13. Indemnification

13.1 To the extent not prohibited by law or expressly excepted herein, Licensee, its successors and assigns ("Indemnitors"), shall indemnify, release, and hold harmless Licensor and Association ("Indemnitees") and the directors, officers, employees, agents, successors and assigns thereof, for, from and against any damage, loss or liability caused in whole or in part by Licensee, regardless of whether caused in part by Indemnitees or any of them, and suffered by Indemnitees as a result of any claim, demand, lawsuit or action of any kind, whether such damage or loss is to person or property, arising out of, resulting from or caused by: (a) the acts or omissions of Licensee, its agents, contractors, officers, directors, or employees; (b) Licensee's use or occupancy of the Licensed Property for the purposes contemplated by this License, including but not limited to claims by third parties who are invited or permitted onto the Licensed Property, either expressly or impliedly, by Licensee or by the nature of Licensee's improvement or other use of the Licensed Property pursuant to this License; (c) Licensee's failure to comply with or fulfill its obligations established by this License or by law. Such obligation to indemnify shall extend to and encompass all costs incurred by Licensor in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert witness fees, and any other litigation related expenses. Indemnitors' obligation pursuant to this Section shall not extend to any damage, loss or liability as a result of any claim, demand, lawsuit or action of any kind, whether such damage, loss or liability is to person or property arising out of, resulting from or caused by the sole, exclusive acts or omissions of Indemnitees, their contractors, directors, officers, employees, agents, successors or assigns for which Licensor shall indemnify, release and hold harmless Indemnitors. Licensor's obligation to indemnify Indemnitors shall extend to and encompass all costs incurred by Indemnitors in defending against such claims, demands, lawsuits or actions, including but not

limited to attorney, witness and expert witness fees, and any other litigation related expenses. The provisions of this Section shall survive termination of this License.

13.2 The Licensee agrees to indemnify the USA for, and hold the USA and all of its representatives harmless from, all damages resulting from suits, actions, or claims of any character brought on account of any injury to any person or property arising out of any act, omission, neglect, or misconduct in the manner or method of performing any construction, care, operation, maintenance, supervision, examination, inspection, or other activities of the Licensee.

14. Insurance

Unless self-insured, without limiting any liabilities or any other obligations of Licensee, Licensee shall provide and maintain, with forms and insurers acceptable to Licensor, and until all obligations under the License are satisfied, the minimum insurance coverages, as follows:

14.1 If applicable, worker's compensation insurance to cover obligations imposed by applicable federal and state statutes and employer's liability insurance with a minimum limit of One Million and No/100 Dollars ($1,000,000.00).

14.2 Commercial General liability insurance with a minimum combined single limit of Two Million Dollars ($2,000,000.00) each occurrence or current homeowner's liability policy. The policy shall include coverage for bodily injury liability, property damage liability, and for liability assumed under this License.

14.3 If applicable, comprehensive automobile liability insurance with a combined single limit for bodily injury and property damage of not less than Two Million and No/100 Dollars ($2,000,000.00) each occurrence with respect to Licensee's vehicle, whether owned, hired or non-owned, assigned to or used in the performance of the work.

14.4 The policies required by Sections 14.2 and 14.3 hereof shall be endorsed to include Licensor, members of its governing bodies, its officers, agents and employees as additional insureds and shall stipulate that the insurance afforded for Licensor, members of its governing bodies, its officers, agents and employees shall be primary insurance and that any insurance carried by Licensor, members of its governing bodies, its officers, agents or employees shall be excess and not contributory insurance.

14.5 Licensee shall waive their rights of recovery and require its insurers providing the required coverages to waive all rights of subrogation against Licensor and members of its governing bodies, its officers, agents and employees for matters arising out of this License.

14.6 Upon execution of this License, Licensee shall furnish Licensor with Certificates of Insurance as evidence that policies providing the required coverages, conditions and limits are in full force and effect. Such certificates shall provide that not less than thirty (30) days advance notice of cancellation, termination, or alteration shall be sent directly to Licensor addressed as follows:

Manager, Land Rights Management, PAB10W
Salt River Project

P.O. Box 52025
Phoenix, Arizona 85072-2025

14.7 The insurance policies may provide coverages that include deductibles or self-insured retentions. Licensee shall be solely responsible for deductibles and/or self-insured retentions, and SRP, at its option, may require Licensee to secure the payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

15. Construction

15.1 Prior to making any improvements following the Effective Date on the Licensed Property, Licensee shall submit to Licensor for its approval final construction documents and plans showing the location of any such improvements. Licensor shall approve or disapprove such documents and plans within 30 days. If applicable, Licensee shall obtain a Construction License from Water Engineering prior to the start of construction. Construction on the Licensed Property shall be performed only in accordance with approved construction documents and plans. At least ten (10) days prior to the beginning of any construction on the Licensed Property, Licensee shall give Licensor notice of the date that construction will begin and a schedule listing all construction activities and the dates when such construction activities will be performed. Licensee shall give Licensor written notice of all changes in the schedule and delays in construction immediately upon it being reasonably foreseeable that such change or delay will occur.

15.2 Licensee's improvements constructed, installed, operated and maintained on the Licensed Property shall not interfere with Licensor's use of Licensor's existing or any future irrigation or electric facilities on or adjacent to the Licensed Property. Licensor agrees and acknowledges that Licensee’s improvements existing as of the Effective Date do not presently interfere with Licensor’s uses.

15.3 Licensor may request Licensee to alter the scheduling of construction undertaken pursuant to Section 15.1 but only when and to the extent necessary to prevent any material interference with Licensor's use of the Licensed Property, and if such improvements do interfere with Licensor's use, Licensor may request Licensee to relocate Licensee's material, facilities and improvements as deemed necessary by Licensor.

15.4 If relocation of Licensee's materials, facilities, or improvements is necessitated by Licensor's use of existing facilities or the construction of improvements by or on behalf of Licensor, Licensee shall bear the entire actual cost of relocating said materials, facilities and improvements.

15.5 Licensor shall not exercise its right to require relocation of Licensee's facilities, materials, and improvements in an unreasonable or arbitrary manner, and warrants to Licensee that as of the date of this License, relocation of Licensee’s facilities is not expected or anticipated as a result of Licensor’s existing plans for the Licensed Property.

16. Permits, Statutes and Codes

16.1 Licensee shall comply with all requirements of all statutes, acts, ordinances,

regulations, codes, and standards of legally constituted authorities with jurisdiction, applicable to Licensee's use of the Licensed Property. Licensee shall obtain or cause to be obtained at its expense, all permits, approvals and authorizations required by Licensee's actions pursuant to this License.

16.2 The USA or Licensor may, at any time and at no cost or liability to the USA or Licensor, terminate any License if the Licensee fails to comply with all Federal, State, and local laws, regulations, and ordinances applicable to Licensee's use of the Licensed Property, or terms and conditions of this License, or to obtain any required permits or authorizations.

17. Licensor's Right to Inspect

17.1 Licensor, Association or the USA may enter any part of the Licensed Property at all reasonable times to make an inspection thereof. During any construction by Licensee, Licensor may inspect all trenching, backfilling and other related construction activity that potentially affects Licensor's facilities, and require conformance with all Licensor's requirements and specifications related thereto.

17.2 Licensee shall release Licensor, Association and the USA from any claims for damages arising out of any delay caused by Licensor in permitting or inspecting any work on the Licensed Premises. The provisions of this Section shall survive termination of this License.

18. Service of Notice

All notices, demands and invoices required or permitted by this License shall be in writing and shall be considered to have been properly delivered: (i) if mailed, three (3) business days after deposit in the U.S. mail, postage prepaid, return receipt requested, addressed as follows; (ii) if sent by overnight delivery service, on the next business day after deposit with such service, addressed as follows; (iii) if personally delivered, or (iv) if by email on the date of delivery service to:

Mail

Notices to Licensor	**Notices to Licensee**
Attn: Manager, PAB10W	Attn: City Manager
SALT RIVER PROJECT Land Rights Management P.O. Box 52025 Phoenix, AZ 85072-2025	CITY OF CHANDLER P.O. BOX 4008 CHANDLER, AZ 85225

Hand /Certified Delivery

Notices to Licensor	**Notices to Licensee**
Attn: Manager, PAB10W	Attn: City Manager
SALT RIVER PROJECT Land Rights Management	CITY OF CHANDLER P.O. BOX 4008

2727 E. Washington Street CHANDLER, AZ 85225
Phoenix, AZ 85034-1422

Either party may change its address or the designated person to receive notification hereunder by giving notice of such change in the manner provided above.

19. Waiver

This License may not be modified, or any provision waived except by written agreement executed by both Licensor and Licensee. The waiver by either party of any breach or failure to provide full performance under any of the terms and conditions of this License, or the failure of a party to exercise, or any delay in exercising, any rights or remedies provided herein or by law, or the failure of a party to notify the other properly in the event of a breach hereunder shall not be construed as a waiver of any other term of condition herein, or of any subsequent or continuing breach of the same or any other term or condition.

20. Attorneys' Fees Upon Default

If either party brings or defends any legal action, suit or proceeding based on rights or obligations arising from this License, the successful party shall be entitled to recover reasonable litigation expenses, court costs and reasonable attorneys' fees, as determined by a court, in any such action, suit or proceeding. The foregoing shall not in any way limit or restrict any other right or remedy at law or equity otherwise available to such party.

21. Force Majeure

21.1 If either party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this License, other than the obligation of Licensee to make payments of amounts due hereunder, then the obligations of both Licensee and Licensor, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall so far as possible be remedied within a reasonable time. The term "force majeure" as used herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, interruptions by government not due to the fault of the parties, civil disturbances, explosions, or unforeseeable action or nonaction by governmental bodies in approving the applications for approvals or permits or any material change in circumstances arising out of legislation, regulation or litigation. Nothing in this Section shall require Licensor to settle a strike.

21.2 The USA may, at any time and at no cost or liability to the USA, terminate this License in the event of a natural disaster, a national emergency, a need arising from security requirements, or an immediate and overriding threat to public health and safety.

22. Entire Agreement; Changes After Execution

This License, including its specified addenda and exhibits, if any, constitutes the entire agreement between the parties, and any amendment hereto must be in writing and signed by both

parties.

23. Governing Law, Venue and Waiver of Trial by Jury

23.1 This License shall be interpreted, governed by, and construed in accordance with the substantive and procedural laws of the State of Arizona, without regard to conflicts of law principles. Licensor and Licensee agree that any action, suit, or proceeding arising out of, or in any way connected with this License, shall be initiated and prosecuted in a state or federal court of competent jurisdiction located in Maricopa County, Arizona, and the parties irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or in any way connected with this License.

23.2 Each provision of this License shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this License shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the License as a whole.

24. Water Damage

Except when the result of the negligent or willful act or omission of Licensor or Association or their directors, officers, employees, agents or assigns, neither Licensor, Association or the USA shall be liable for any loss sustained by Licensee, its officers, employees, agents or invitees on the Licensed Property because of water damage resulting from any source whatsoever, including, but not limited to, flood, drainage or run-off, irrespective of any prior knowledge by Licensor of the possibility of such flood, drainage or run-off, arising from or in connection with the operation or maintenance of any Reclamation Project dam, canal or other facility.

25. Transactional Conflict of Interest

Notice is hereby given of A.R.S. § 38-511.

26. Approvals

Each party agrees that if any consent or approval shall be required of such party, such consent or approval shall not be unreasonably withheld.

27. Reservation of Remedies

Unless otherwise provided herein, each party shall have available to it, all remedies provided by law or equity.

28. Archaeological and Environmental Compliance

28.1 The Licensee shall immediately provide an oral notification to Reclamation

(hereinafter described) authorized official and Licensor of the discovery of any and all antiquities or other objects of archaeological, cultural, historic, or scientific interest on the Licensed Property. The License shall follow up with a written report of their finding(s) to Reclamation authorized official and Licensor within forty-eight (48) hours. Objects under consideration include, but are not limited to, historic or prehistoric ruins, human remains, funerary objects, and artifacts discovered as a result of activities under this License. The Licensee shall immediately cease the activity in the area of discovery, make a reasonable effort to protect such discovery, and wait for written approval from Reclamation authorized official and Licensor before resuming the activity. Protective and mitigative measures specified by Reclamation authorized official and Licensor shall be the responsibility of the Licensee.

28.2 Licensee through the Licensor shall obtain a final environmental clearance from Reclamation prior to construction on the Licensed Property.

28.3 Licensee shall notify Licensor's staff archaeologist should any cultural resources or human remains be found on the Licensed Property, and when appropriate, shall be responsible for other notifications and legal requirements as required by the Archeological Resource Protection Act and the Native American Graves Protection and Repatriation Act and ensuing 43 C.F.R. 10 regulations. All costs are the responsibility of the Licensee.

28.4 (a). Licensee may not allow contamination or pollution on Licensed Property, waters or facilities by its employees or agents and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include, but are not limited to hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants. Licensor agrees and acknowledges that Licensee's use of the Licensed Property is for the purpose of transmission of untreated wastewater.

(b). Licensee shall comply with all applicable Federal, State, and local laws and regulations, and Reclamation policies and directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of on or in Federal lands, waters or facilities.

(c). "Hazardous material" means any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended, 42 U.S.C. § 9601, et seq., and the regulations promulgated pursuant to that Act.

(d). Upon discovery of any event which may or does result in contamination or pollution of Licensed Property, waters or facilities, Licensee shall initiate any necessary emergency measures to protect health, safety and the environment and shall report such discovery and full details of the actions taken to the Licensor. Reporting is timely if made within twenty-four (24) hours of the time of discovery if it is an emergency or by the first working day if it is a non-emergency. An emergency is a situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

(e). Violation of any of the provisions of this Article 28, as determined by the Licensor, may constitute grounds for termination of this Agreement. Such violations require immediate corrective action by Licensee and shall make Licensee liable for the cost of full and complete remediation and/or restoration of any Licensed Property, waters or facilities that are adversely affected as a result of the violation.

28.5 Licensee hereby assumes and accepts all liability and responsibility for initiation and completion of response, cleanup, and corrective and remedial action, and the cost thereof, required on the Licensed Property and any other affected premises, due to any action taken by Licensee or its agents, officers, directors, or employees that that results in release of any hazardous substance within the meaning of the Federal Comprehensive Environmental Response, Compensation and Liability Act -- 42 U.S.C. § 9601 et seq., or the Arizona Environmental Quality Act -- A.R.S. § 49-101 et seq., as such laws have been or are amended from time to time, or regulated substance within the meaning of Subtitle I of the Federal Resource Conservation and Recovery Act (Underground Storage Tanks) -- 42 U.S.C. § 6991a et seq., or the Arizona Underground Storage Tank Law -- A.R.S. § 49-1001 et seq., as such laws have been or are amended from time to time. This Section 28 shall survive termination of this License.

29. Motor Vehicle Use – Special Conditions

When operating a motor vehicle on the Licensed Property, Licensee must at all times:

29.1 Enter onto and exit from the Licensed Property at the point of reasonable access closest to the component of Licensee's facilities requiring maintenance;

29.2 Maintain a speed not to exceed five (5) miles per hour;

29.3 Ensure safe and reasonable passage through and around Licensee's vehicle and other repair facilities to all recreational users of the Licensed Property;

29.4 Ensure that no site of ongoing maintenance of Licensee's facilities is left unattended; and

29.5 Refrain from accessing the Licensed Property with a motor vehicle except when necessary to effectuate maintenance of Licensees facilities.

30. Officials Not to Benefit

No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon, pursuant to 41 U.S.C. § 22.

31. Illegal Use

Any activity deemed to be illegal on the Licensed Property will be cause for immediate termination of this License.

32. Bonding

Licensee shall provide a bond in the amount of $_-0-_, to be maintained until all construction activities of this project and restoration of the disturbed areas have been completed and accepted in writing by Reclamation or Licensor. Upon completion, or partial completion, of these restoration requirements, Reclamation or Licensor, may terminate or allow partial reduction of the amount of the bond requirement.

33. Pest Control

33.1 The Licensee shall not permit the use of any pesticides on Licensed Property without prior written approval by Reclamation or Licensor. The Licensee shall submit to Reclamation or Licensor for approval an Integrated Pest Management Plan (IPMP) thirty (30) days in advance of pesticide application.

33.2 All pesticides used shall be in accordance with the current registration, label direction, or other directives regulating their (State Department of Agricultural, Department of Ecology, OSHA, etc.) and with applicable Reclamation policy and directives and standards. Applicators will meet applicable State training or licensing requirements. Records maintenance shall be in accordance with State requirement and such records shall be furnished to Reclamation or Licensor not later than five (5) working days after any application of a pesticide.

33.3 Any equipment, tools, and machines used for pesticide application shall be in good repair and suitable for such use. Equipment shall be calibrated prior to the spraying season and as deemed necessary by Reclamation or Licensor.

33.4 Mixing, disposal, and cleaning shall be done where pesticide residues cannot enter storm drains, sewers, or other non-target areas.

33.5 The Licensee shall initiate any necessary measures for containment and cleanup of pesticide spills. Spills shall be reported to Licensor or Reclamation Contracting Officer with full details of the actions taken. Reporting may be within a reasonable time period. A reasonable time period means within twenty-four (24) hours of the spill if it is an emergency or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

33.6 Aerial application of pesticides is prohibited without the prior written consent by Licensor or Reclamation's designated representative.

33.7 Notwithstanding any other provision of this Section, Licensee is authorized to periodically apply paint with insecticide additive to the insides of the manholes starting at the top and extending down a distance of eight (8) feet. All such paint will be applied in accordance with applicable law.

33.8 The Licensee agrees to include the provisions contained in paragraphs 33.1 through 33.7 of this Section in any subcontract or third-party contract it may enter into pursuant to this License.

IN WITNESS WHEREOF, the parties hereto have executed this License this _____ day of _____, 2023.

LICENSOR:

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

By: _____
Heather Legg
Its: Land Rights Management Agent

LICENSEE:

CITY OF CHANDLER

By: _____
John Knudson
Its: Public Works and Utility Director

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
CITY ATTORNEY
DMG

EXHIBIT A & B

See the exhibit dated December 13, 1991 on file with Licensee and Licensor.

EXHIBIT C

Municipal Wastewater Pipeline Facility Specifications Overview

Description of Facilities
Wastewater Transmission pipeline and appurtenant junction structure and two four (4) foot diameter manholes as well as water transmission pipeline.

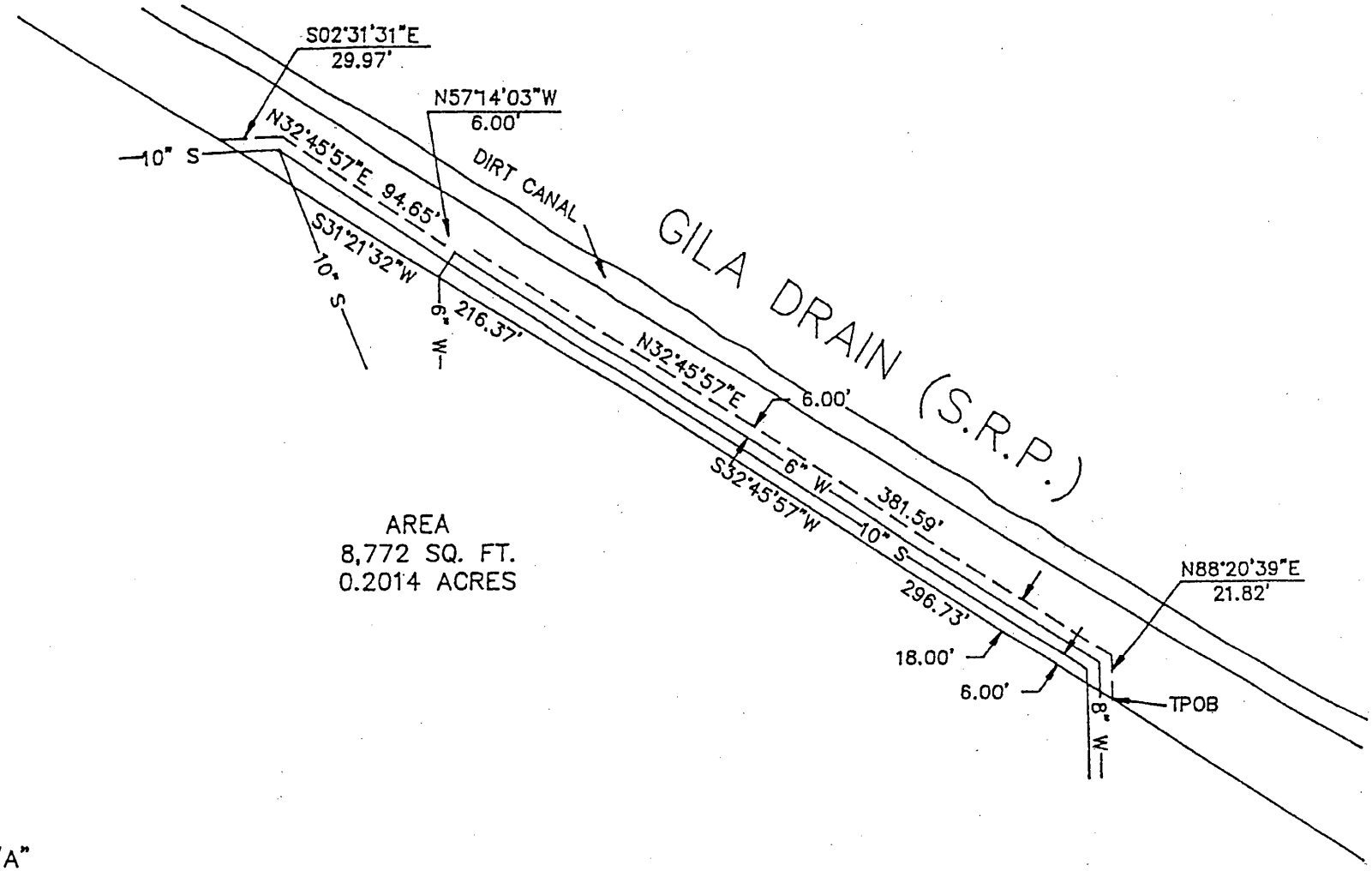
Size of Facility
Waste Water - 10 inches
Water – 6 inches

Type of Facility (example: reinforced concrete, steel, etc.)
Waste Water - PVC
Water – asbestos cement

Age of Facility
Facility constructed in 1992

Estimated Economic and Operational Facility Lifespan Rating
Waste Water - 100 years
Water – 70 years

Depth of Buried Facility
Pipeline is installed at a depth of approximately five (5) - eight (8) feet



AREA
8,772 SQ. FT.
0.2014 ACRES

EXHIBIT "A"
JOB# 91731
DEC. 13, 1991

WOOD/PATEL
ASSOCIATES
Civil Engineers
Hydrologists
Land Surveyors
(602) 957-3149

NTS

WOOD / PATEL
ASSOCIATES
Civil Engineers
Hydrologists
Land Surveyors

Darrel E. Wood, P.E., R.L.S.
Ashok C. Patel, P.E., R.L.S.
James S. Campbell, P.E.
Lynn M. Thomas, P.E.
G. Thomas Hennessy, P.E.

See Exhibit dated
December 13, 1991

December 13, 1991
WP #91731

EXHIBIT "B"
LICENSE DESCRIPTION

That portion of Northeast quarter of Section 27, Township 1 South, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 8;
THENCE South 87° 541 32" West, along the North line of said Section 27, 1791.50 feet;
THENCE South 32° 45' 57" West, 391.40 feet to the **TRUE POINT OF BEGINNING.**
THENCE South 32° 45' 57" West, 296.73 feet;
THENCE South 31° 21' 32" West, 216.37 feet;
THENCE North 02° 31' 31" West, 29.97 feet;
THENCE North 32° 45' 57" East, 94.65 feet;
THENCE North 57° 14' 03" West, 6.00 feet;
THENCE North 32° 45' 57" East, 381.59 feet;
THENCE North 88° 20' 39" East, 21.82 feet to the **TRUE POINT OF BEGINNING.**

Subject to existing rights-of-way and easements.

Said parcel of land containing 8,772 square feet or 0.2014 acres, more or less.

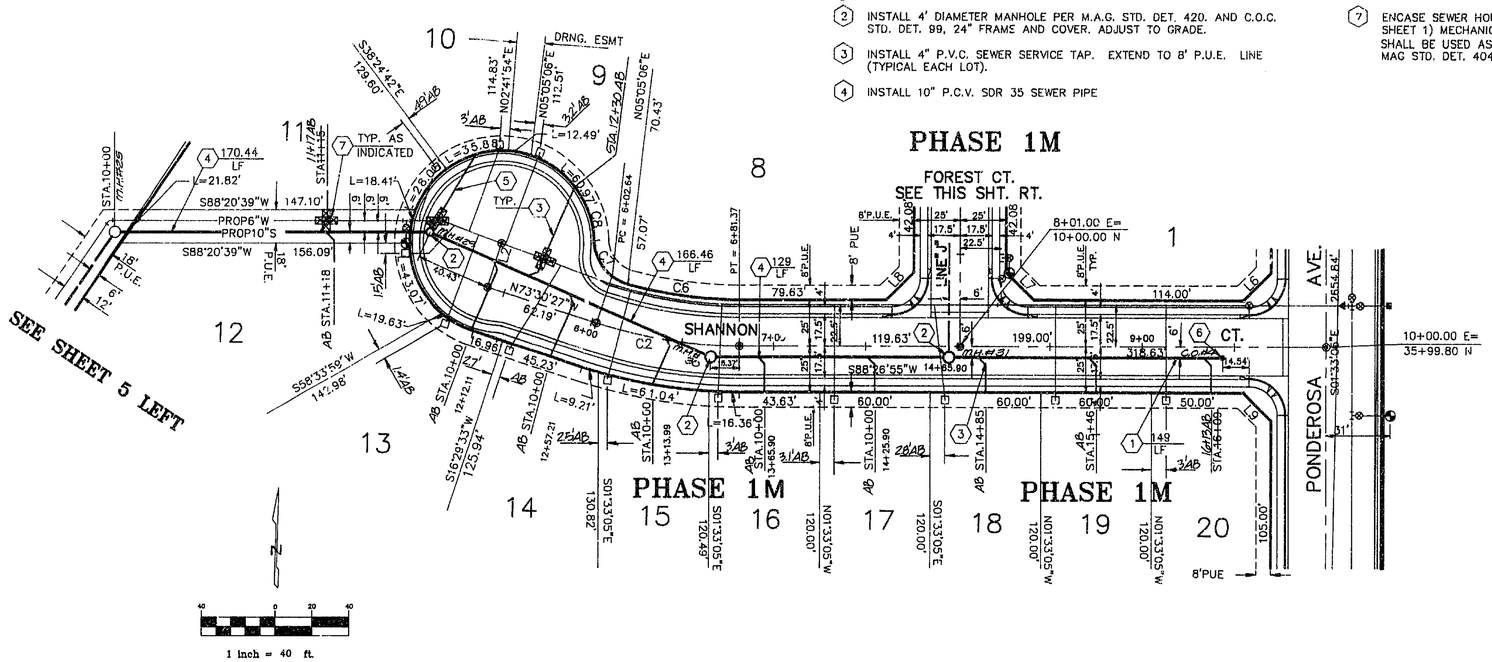
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
16527
DARREL E.
WOOD
11-16-9
ARIZONA U.S.A.

CONSTRUCTION NOTES

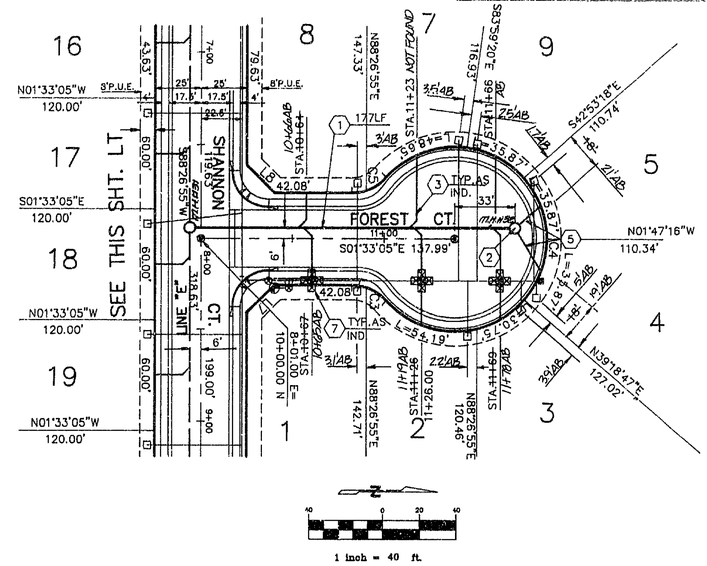
1. INSTALL 8" P.C.V. SDR 35 SEWER PIPE
2. INSTALL 4' DIAMETER MANHOLE PER M.A.G. STD. DET. 420. AND C.O.C. STD. DET. 99, 24" FRAME AND COVER. ADJUST TO GRADE.
3. INSTALL 4" P.V.C. SEWER SERVICE TAP. EXTEND TO 8' P.U.E. LINE (TYPICAL EACH LOT).
4. INSTALL 10" P.C.V. SDR 35 SEWER PIPE
5. INSTALL 4" P.V.C. SEWER SERVICE TAP TO MANHOLE AND EXTEND SERVICE TO 8' P.U.E. LINE.
6. INSTALL CLEANOUT PER M.A.G. STD. DET. 441. ADJUST COVER TO GRADE. M.A.G. STD. DET. 270.
7. ENCASE SEWER HOUSE CONNECTION PER M.A.G. STD. DET. 404 "B" (SEE SHEET 1) MECHANICAL OR RESTRAINED JOINT DUCTILE IRON PIPE SHALL BE USED AS AN ALTERNATIVE TO CONCRETE ENCASEMENTS PER MAG STD. DET. 404.

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	DELTA
C24	50.00'	241.19'	-44.72'	88.67'	276°22'48"
C23	50.00'	218.50'	-70.90'	81.72'	250°23'01"
C1	250.00'	78.73'	39.49'	78.41'	18°02'38"
BC1	19.42'	26.92'	16.13'	24.81'	79°24'58"
BC2	44.50'	212.51'	-41.77'	50.91'	273°37'20"
BC3	19.42'	4.87'	2.45'	4.86'	14°22'14"
BC4	19.42'	18.55'	10.05'	17.85'	54°43'06"
BC5	44.50'	224.80'	-31.49'	51.41'	289°26'12"
RC6	19.42'	18.55'	10.05'	17.85'	54°43'06"
BC7	19.42'	30.50'	19.42'	27.46'	90°00'00"
RC7	19.42'	30.50'	19.42'	27.46'	90°00'00"

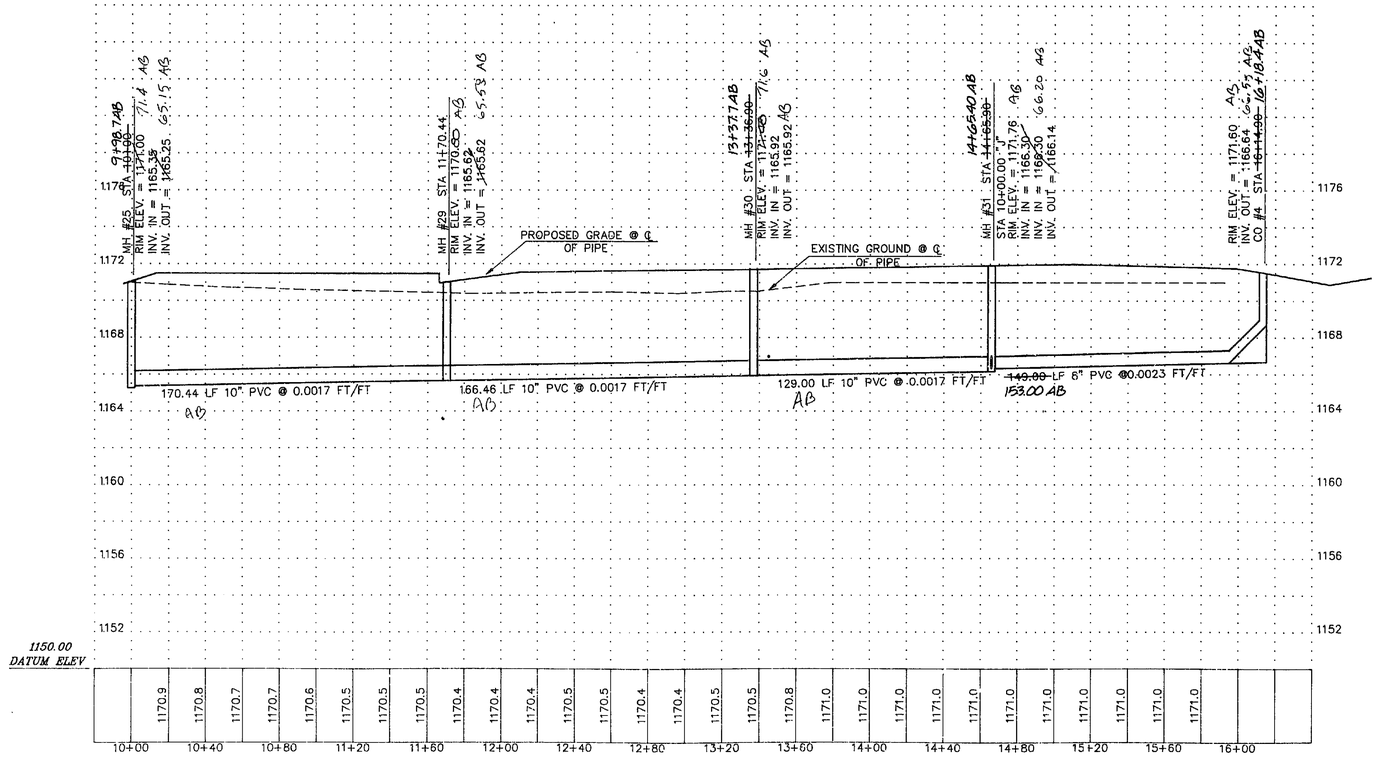


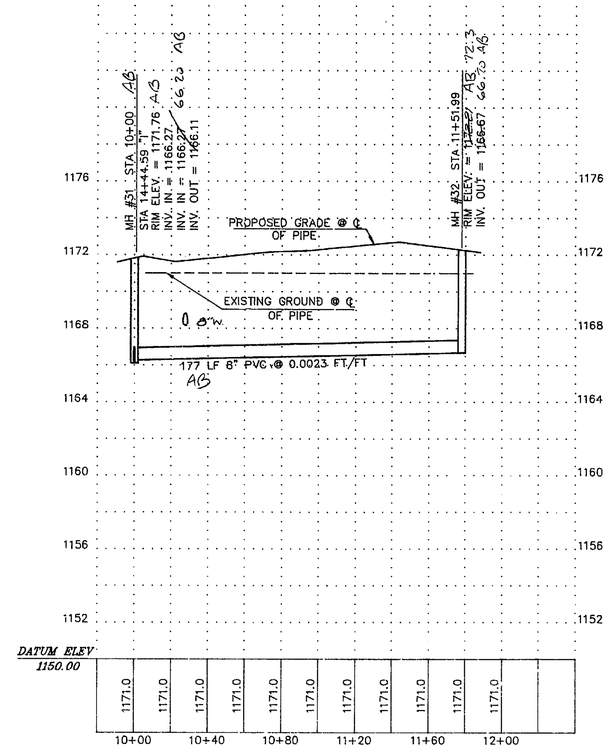
SHANNON COURT
(SEWER LINE "I")



PHASE 1M
FOREST COURT
(SEWER LINE "J")

HOR.: 1" = 40'
VER.: 1" = 4'





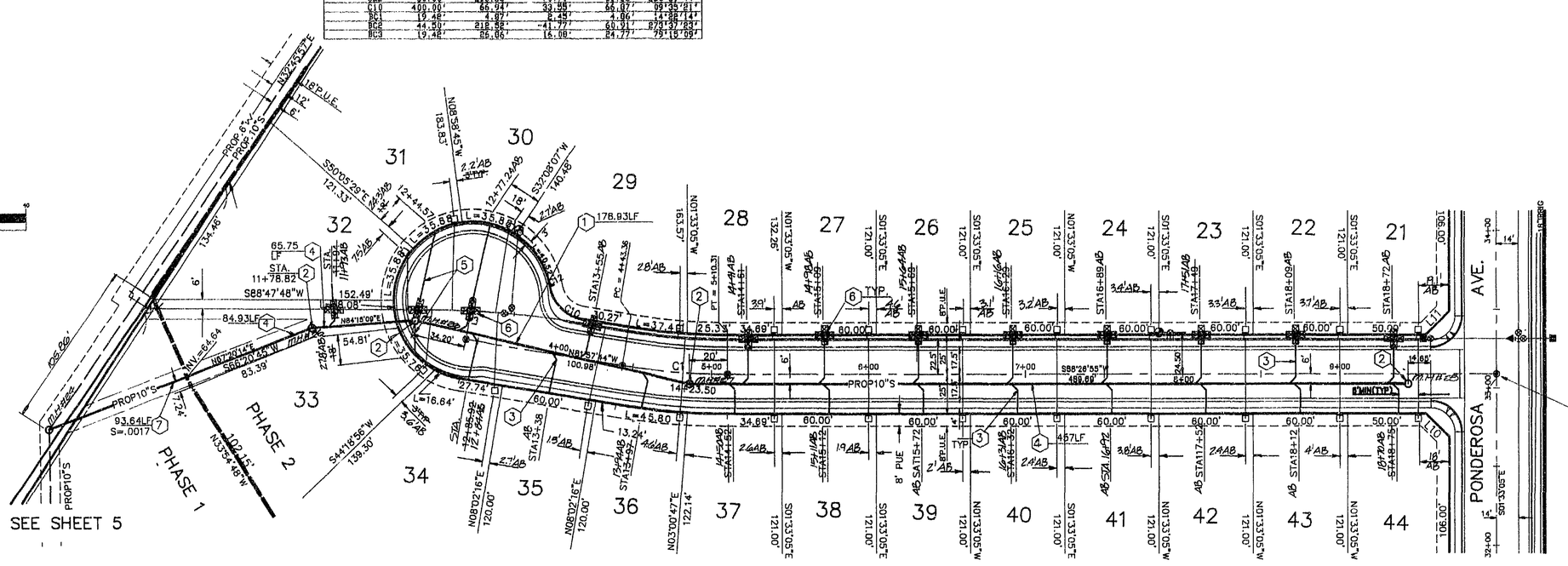
SHT. 2 OF 11

SEWER AS-BUILTS 8-7-92

1-2249

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	DELTA
C22	50.00'	210.63'	-70.71'	91.65'	290°31'44"
C10	400.00'	65.94'	33.95'	65.87'	09°35'21"
BC1	19.48'	2.87'	2.49'	4.06'	14°28'14"
BC2	44.50'	218.52'	-41.77'	60.91'	278°37'23"
BC3	19.48'	26.06'	15.08'	24.77'	75°15'09"



PHASE 2
DUBLIN COURT
(SEWER LINE "H")

HOR.: 1" = 40'
VER.: 1" = 4'

CONSTRUCTION NOTES

1. INSTALL 8" P.V.C. SDR 35 SEWER PIPE
2. INSTALL 4' DIAMETER MANHOLE PER M.A.G. STD. DET. 420. AND C.O.C. STD. DET. 99, 24" FRAME AND COVER. ADJUST TO GRADE.
3. INSTALL 4" P.V.C. SEWER SERVICE TAP. EXTEND TO 8' P.U.E. LINE (TYPICAL EACH LOT).
4. INSTALL 10" P.C.V. SDR 35 SEWER PIPE
5. INSTALL 4" P.V.C. SEWER SERVICE TAP TO MANHOLE AND EXTEND SERVICE TO 8' P.U.E. LINE.
6. ENCASE SEWER HOUSE CONNECTION PER MAG. STD. DET. 404 (SEE SHT. 1) MECHANICAL OR RESTRAINED JOINT DUCTILE IRON PIPE SHALL BE USED AS AN ALTERNATIVE TO CONCRETE ENCASEMENTS PER MAG. STD. DET.404
7. STUBOUT AND PLUG 10" P.V.C. SEWER LINE PER MAG. STD. DET. 427

10+00.00 E=
33+08.80 N

✳ MANHOLE FRAME AND COVER SHALL BE ADJUSTED PER MAG. STD. DET. 422 EXCEPT WHEN OUTSIDE OF PAVEMENT ALIGNMENT IN WHICH CASE IT SHALL BE ADJUSTED PER C.O.C. STD. SPEC. 3.

WOOD/PATEL ASSOCIATES
Civil Engineers
Hydrologists
Land Surveyors

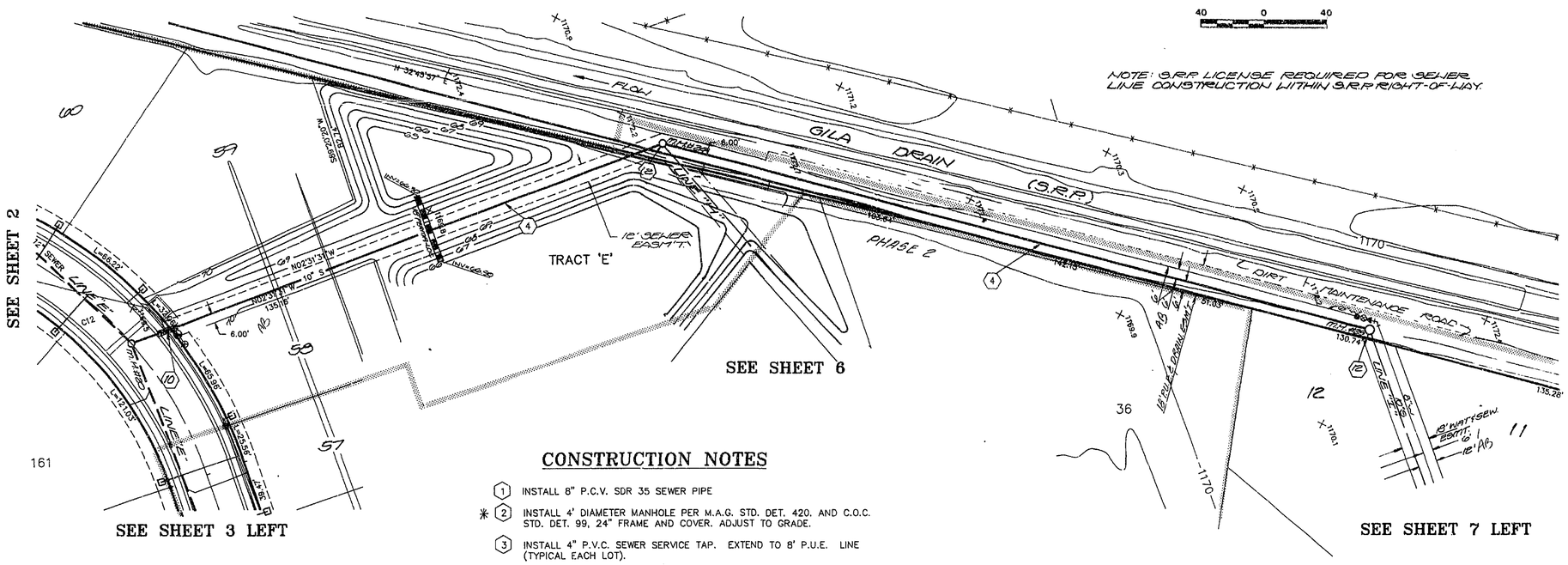
Registered Professional Engineer (Civil) CERTIFICATE NO. 25314 G. THOMAS HENNESSY Expires 12/31/92

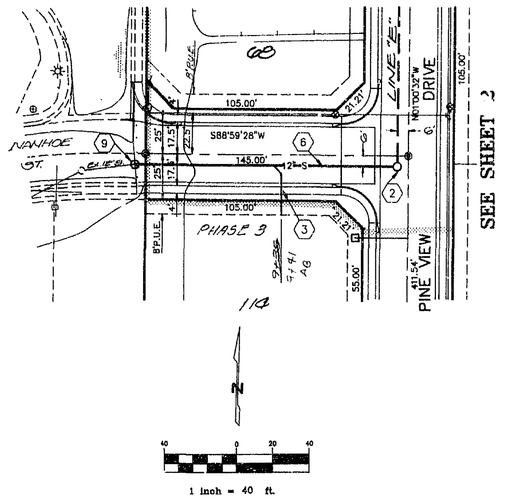
PINE VIEW SEWER PLAN

DATE	SCALE	SHEET
NOV.1991	1" = 40'	6 OF 11
JOB NO. 91731	DESIGN BAS	CHECK TH
	DRAWN BAS	FILE 5155S4.DWG

SEWER AS-BUILTS 8-7-92

1-2249





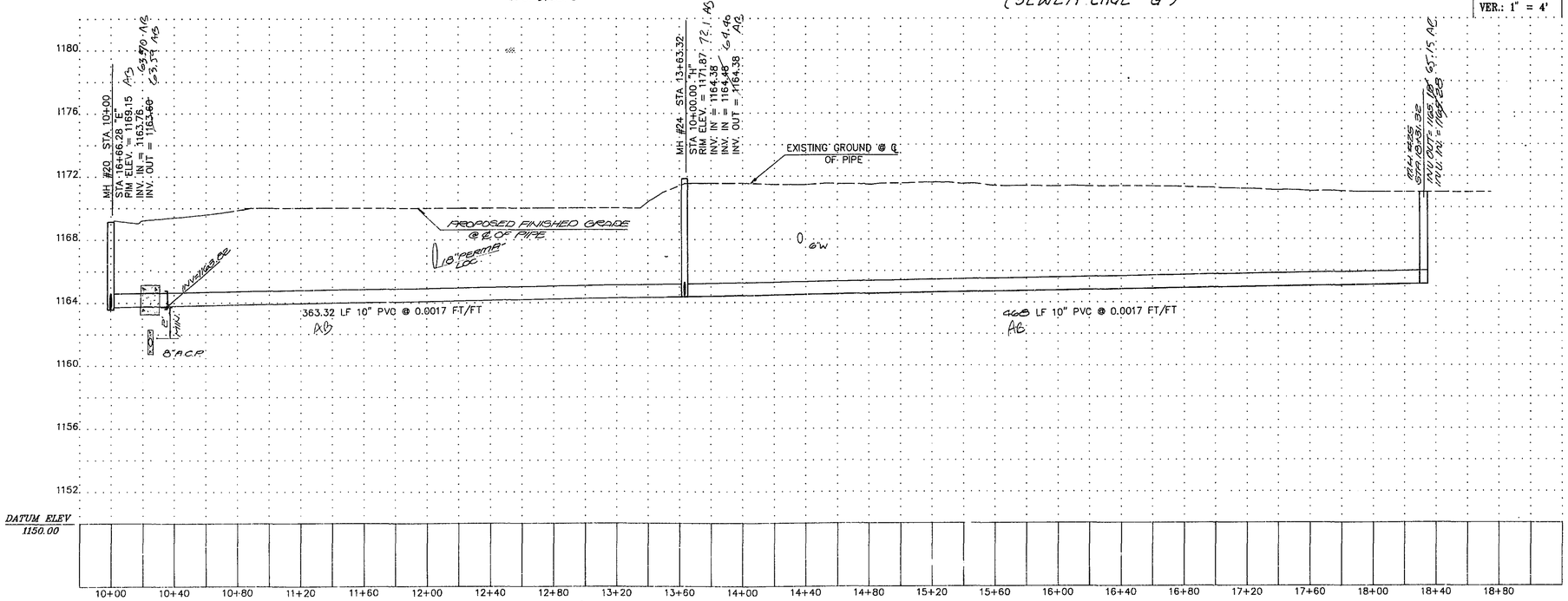
CONSTRUCTION NOTES

1. INSTALL 8" P.C.V. SDR 35 SEWER PIPE
2. * INSTALL 4' DIAMETER MANHOLE PER M.A.G. STD. DET. 420. AND C.O.C. STD. DET. 99, 24" FRAME AND COVER. ADJUST TO GRADE.
3. INSTALL 4" P.V.C. SEWER SERVICE TAP. EXTEND TO 8' P.U.E. LINE (TYPICAL EACH LOT).
4. INSTALL 10" P.C.V. SDR 35 SEWER PIPE
6. INSTALL 12" P.C.V. SDR 35 SEWER PIPE
9. CONTRACTOR TO VERIFY INVERT AND LOCATION OF EXISTING 12" SEWER STUB. NOTIFY ENGINEER OF ANY SIGNIFICANT DISCREPANCY. INSTALL 4' DIAMETER MANHOLE PER M.A.G. STD. DET. 420. AND C.O.C. STD. DET. 99, 24" FRAME AND COVER. ADJUST TO GRADE, PER M.A.G. STD. DET. 422
10. ENCASE SEWER PER MAG. STD. DET. 404 (SEE SHEET 1).
11. STUBOUT & PLUG 30 LF 10" P.V.C. PER M.A.G. STD. DET. 427 (PHASE 1) REMOVE PLUG & CONNECT TO EXIST. (PHASE 2)
12. INSTALL 4' DIA. MANHOLE PER M.A.G. STD. DET. 420 & C.O.C. STD. DET. 99 & STD. SPEC. 3

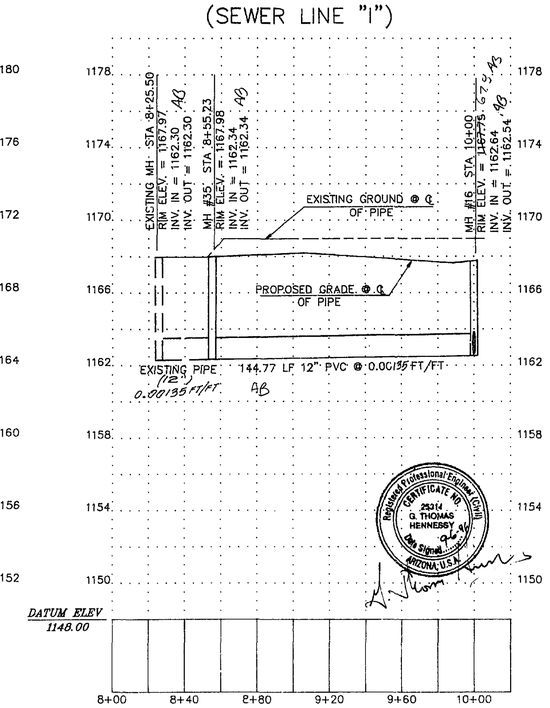
* NOTE: MANHOLE FRAME AND COVER SHALL BE ADJUSTED PER M.A.G. STD. DET. 422. EXCEPT WHEN OUTSIDE OF PAVEMENT ALIGNMENT IN WHICH CASE IT SHALL BE ADJUSTED PER C.O.C. STD. SPEC. 3.

PHASE 1M
(SEWER LINE "G")

HOR.: 1" = 40'
VER.: 1" = 4'

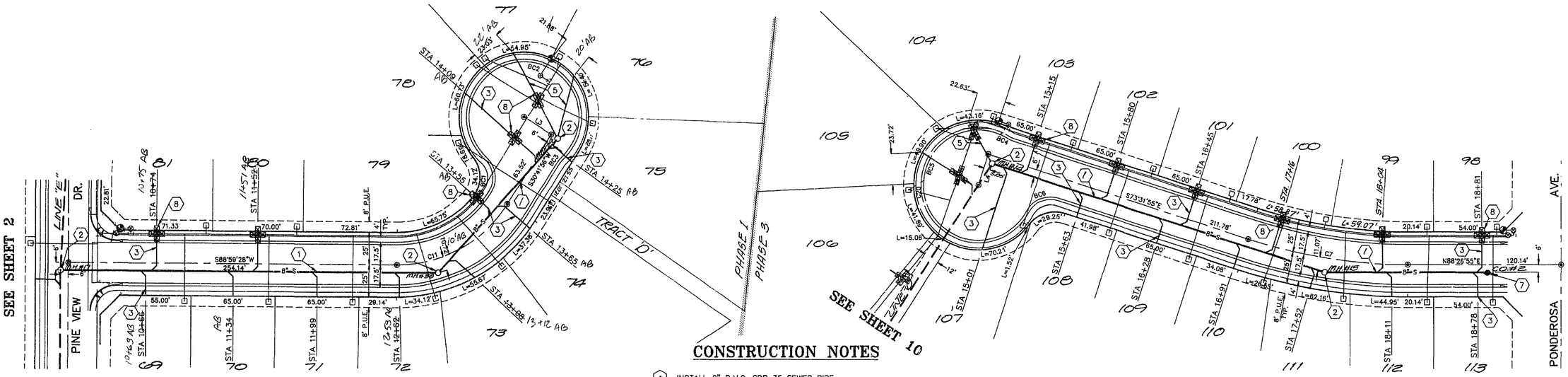


PHASE 1M
IVANHOE STREET
(SEWER LINE "I")



Registered Professional Engineer (Civil) CERTIFICATE NO. 25314 G. THOMAS HENNESSY Date Signed 9-4-92 ARIZONA, U.S.A.

WOOD/PATEL ASSOCIATES



CONSTRUCTION NOTES

1. INSTALL 8" P.V.C. SDR 35 SEWER PIPE
2. * INSTALL 4' DIAMETER MANHOLE PER M.A.G. STD. DET. 420. AND C.O.C. STD. DET. 99, 24" FRAME AND COVER. ADJUST TO GRADE.
3. INSTALL 4" P.V.C. SEWER SERVICE TAP. EXTEND TO 8' P.U.E. LINE (TYPICAL EACH LOT).
4. INSTALL 10" P.V.C. SDR 35 SEWER PIPE
5. INSTALL 4" P.V.C. SEWER SERVICE TAP TO MANHOLE AND EXTEND SERVICE TO 8' P.U.E. LINE.
7. INSTALL CLEANOUT PER M.A.G. STD. DET. 441. ADJUST COVER TO GRADE. M.A.G. STD. DET. 270.
8. ENCASE SEWER HOUSE CONNECTION PER M.A.G. STD. DET. 404 (SEE Sht. 1) Mechanical or Restrained Joint Ductile Iron Pipe Shall be used As An Alternative to Concrete Encasements Per M.A.G. Std. Det. 404.
11. Stubout & Plug 8" P.V.C. Sewer Line Per M.A.G. Std. Det. 427.

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	DELTA
C20	50.00'	218.63'	-70.71'	81.65'	250°31'44"
C11	100.00'	101.74'	55.76'	97.41'	58°17'32"
C7	400.00'	125.80'	63.42'	125.28'	18°01'10"
BC1	19.42'	26.86'	16.08'	24.77'	79°15'09"
BC2	44.50'	212.52'	-41.77'	60.91'	273°37'23"
BC3	19.42'	4.87'	2.45'	4.86'	14°22'14"
BC4	19.42'	4.87'	2.45'	4.86'	14°22'14"
BC5	44.50'	212.52'	-41.77'	60.91'	273°37'23"
BC6	19.42'	26.86'	16.08'	24.77'	79°15'09"

LINE TABLE

LINE	DIRECTION	DISTANCE
L4	N16°28'05"E	25.00'
L3	S59°18'04"E	25.00'

* NOTE: MANHOLE FRAME AND COVER SHALL BE ADJUSTED PER M.A.G. STD. DET. 422. EXCEPT WHEN OUTSIDE OF PAVEMENT ALIGNMENT IN WHICH CASE IT SHALL BE ADJUSTED PER C.O.C. STD. SPEC. 3.

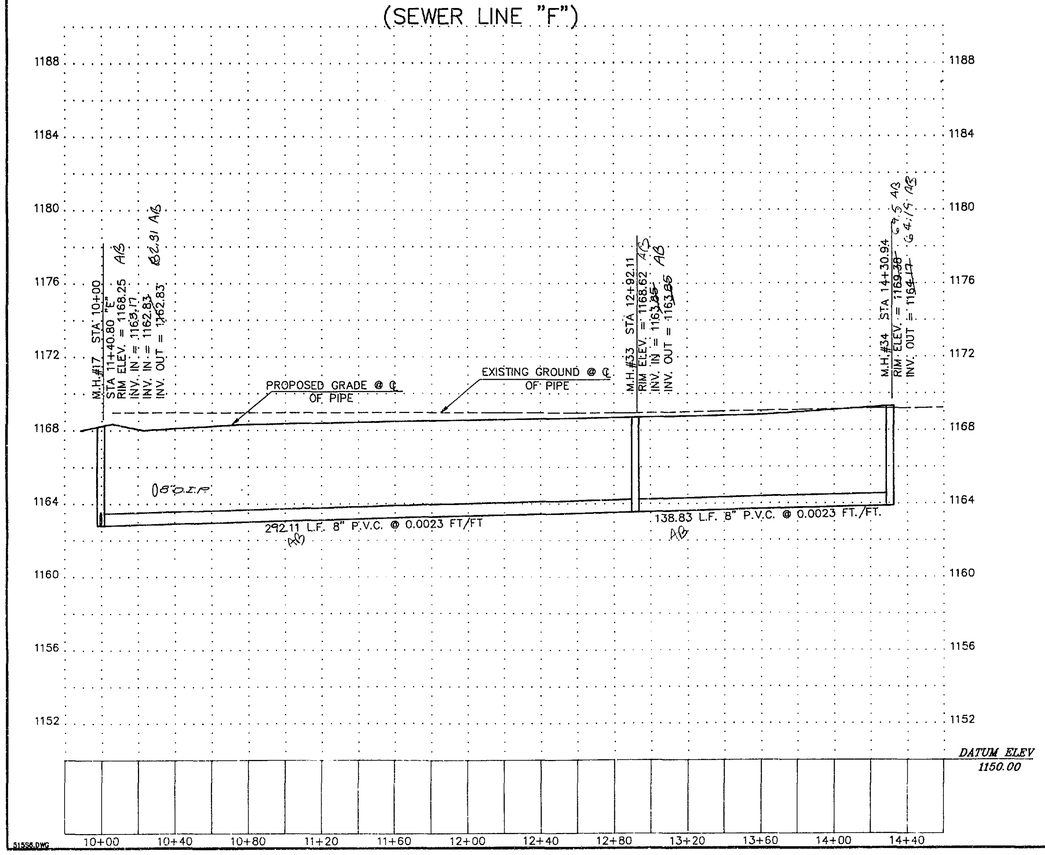
N

40 0 20 40

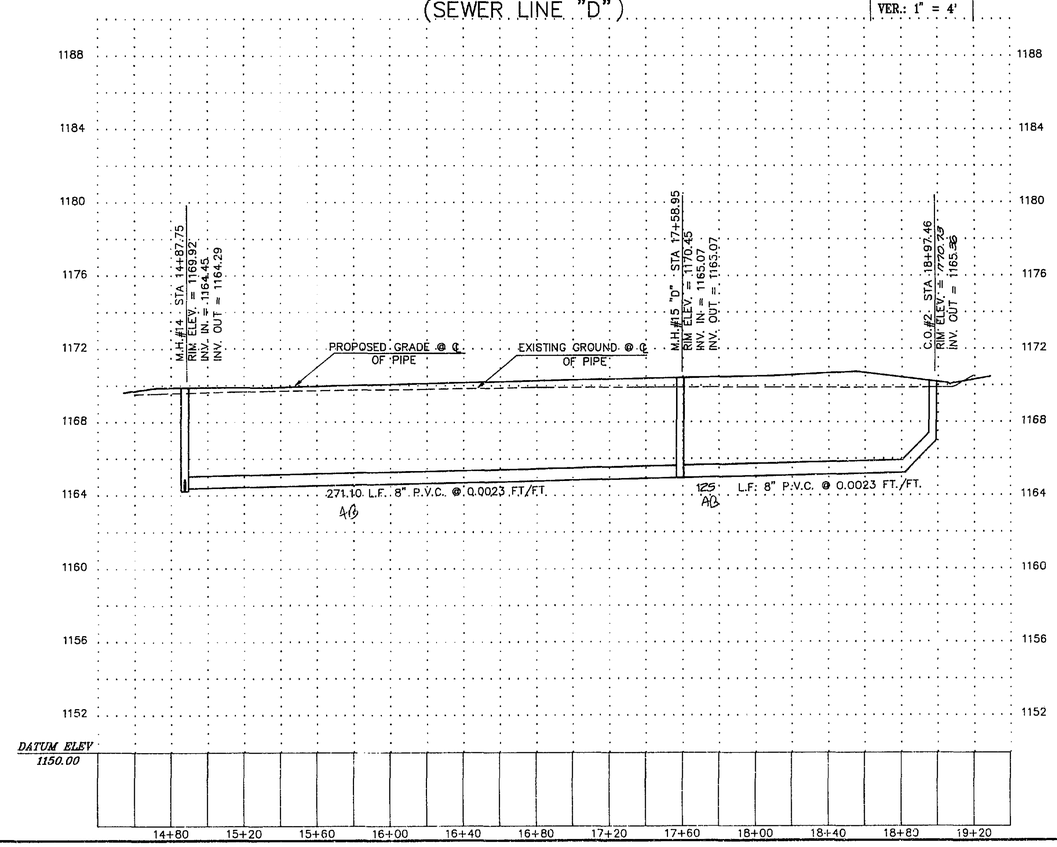
1 inch = 40 ft.

HOR.: 1" = 40'
VER.: 1" = 4'

PHASE 1
IVANHOE COURT
(SEWER LINE "F")



PHASE 3
IVANHOE COURT
(SEWER LINE "D")



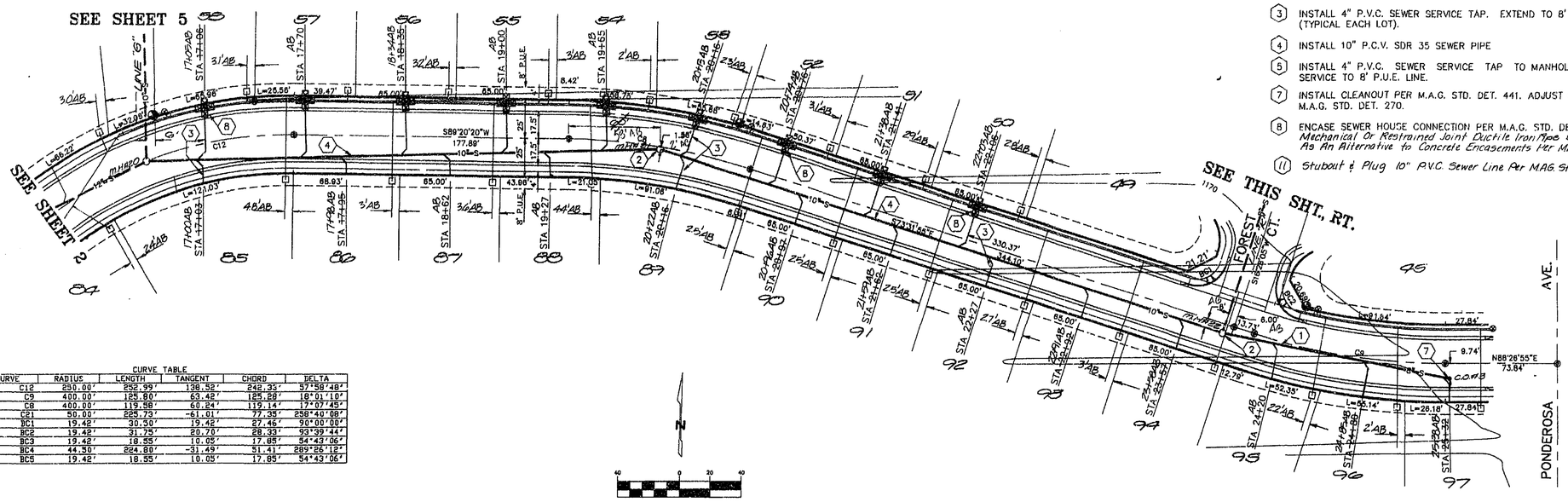
SH. 4 OF 11

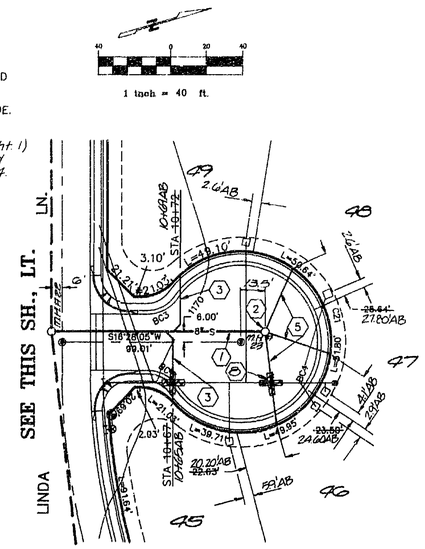
SEWER AS-BUILTS 8-7-92

1-2249

CONSTRUCTION NOTES

1. INSTALL 8" P.V.C. SDR 35 SEWER PIPE
2. ✳ INSTALL 4' DIAMETER MANHOLE PER M.A.G. STD. DET. 420. AND C.O.C. STD. DET. 99, 24" FRAME AND COVER. ADJUST TO GRADE.
3. INSTALL 4" P.V.C. SEWER SERVICE TAP. EXTEND TO 8' P.U.E. LINE (TYPICAL EACH LOT).
4. INSTALL 10" P.C.V. SDR 35 SEWER PIPE
5. INSTALL 4" P.V.C. SEWER SERVICE TAP TO MANHOLE AND EXTEND SERVICE TO 8' P.U.E. LINE.
7. INSTALL CLEANOUT PER M.A.G. STD. DET. 441. ADJUST COVER TO GRADE. M.A.G. STD. DET. 270.
8. ENCASE SEWER HOUSE CONNECTION PER M.A.G. STD. DET. 404 *(See Sht 1) Mechanical Or Restrained Joint Ductile Iron Pipe Shall Be Used As An Alternative To Concrete Encasements Per MAG Std Det 404.*
11. *Stubout & Plug 10" P.V.C. Sewer Line Per MAG Std. Det 427.*





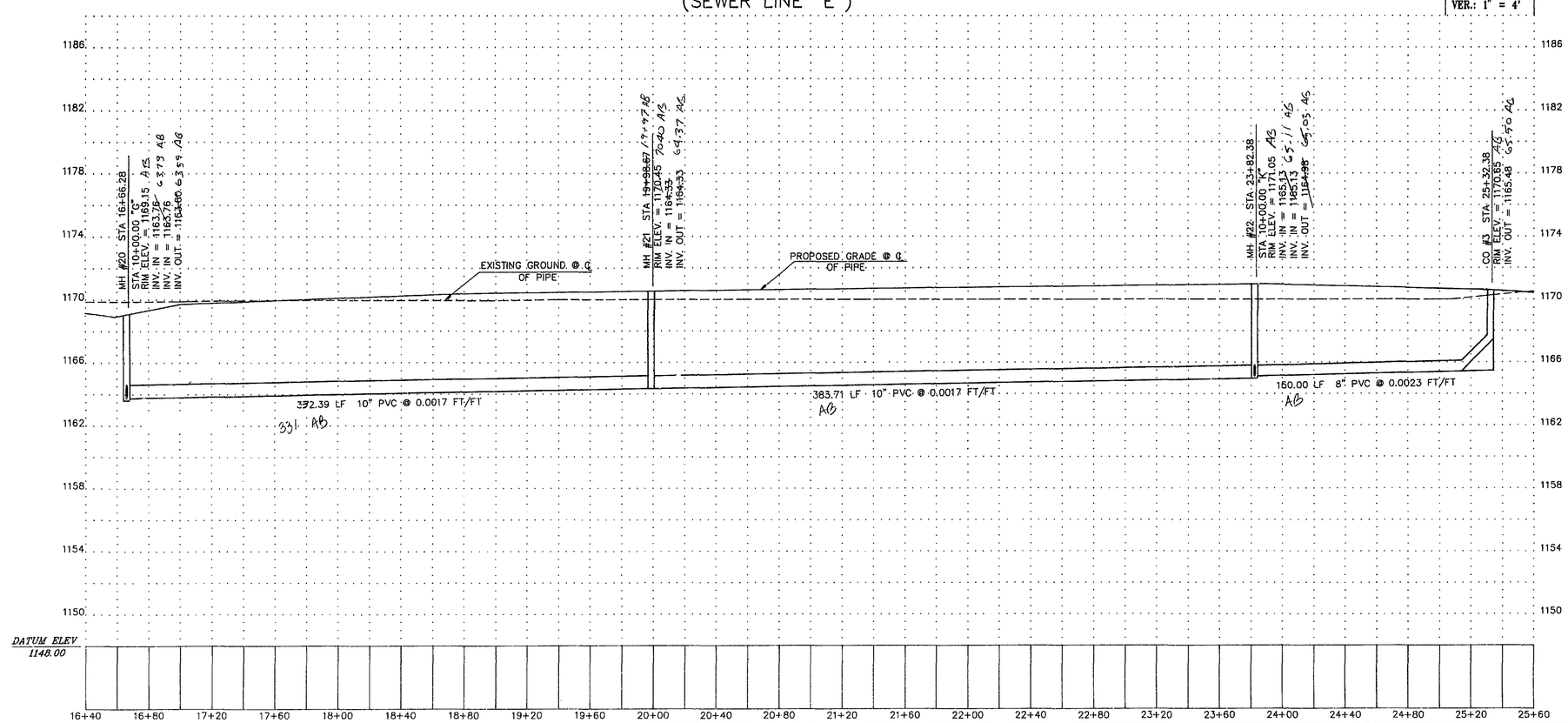
CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	DELTA
C12	250.00'	252.99'	138.52'	242.33'	57°56'48"
C9	400.00'	125.80'	63.42'	125.28'	18°01'10"
C8	400.00'	119.58'	60.24'	119.14'	17°07'45"
C21	50.00'	225.73'	-61.01'	77.35'	258°40'08"
BC1	19.42'	30.50'	19.42'	27.46'	90°00'00"
BC2	19.42'	31.75'	20.70'	28.33'	93°39'44"
BC3	19.42'	18.55'	10.05'	17.85'	54°43'06"
BC4	44.30'	224.80'	-31.49'	51.41'	289°26'12"
BC5	19.42'	18.55'	10.05'	17.85'	54°43'06"

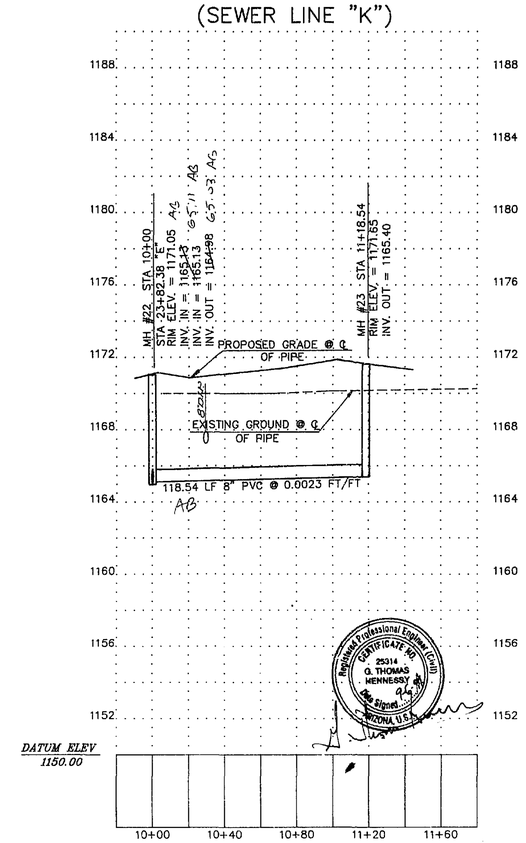
✳ NOTE: MANHOLE FRAME AND COVER SHALL BE ADJUSTED PER M.A.G. STD. DET. 422. EXCEPT WHEN OUTSIDE OF PAVEMENT ALIGNMENT IN WHICH CASE IT SHALL BE ADJUSTED PER C.O.C. STD. SPEC. 3.

HOR.: 1" = 40'
VER.: 1" = 4'

LINDA *PHASE I* STREET
(SEWER LINE "E")



PHASE I
FOREST CT.
(SEWER LINE "K")

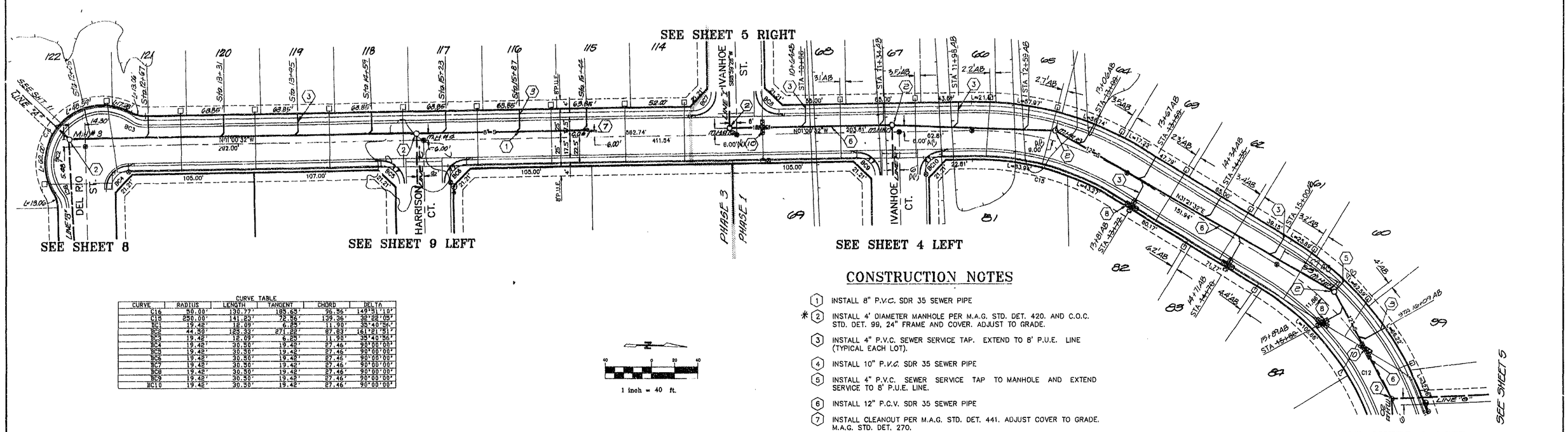


Registered Professional Engineer (Civil) CERTIFICATE NO. 25314 G. THOMAS HENNESSY Date Signed 9-4-92 ARIZONA, U.S.A.

515P5.DWG

WOOD/PATEL ASSOCIATES

SEWER AS-BUILTS 8-7-92 SHEET 3 OF 11 1-2249



CURVE TABLE					
CURVE	RADIUS	LENGTH	TANGENT	CHORD	DELTA
C16	50.00'	130.77'	185.65'	96.56'	149°51'10"
C15	250.00'	141.23'	72.56'	139.36'	32°22'05"
BC1	19.42'	12.09'	6.25'	11.90'	35°40'56"
BC2	44.50'	123.33'	271.22'	87.83'	161°21'51"
BC3	19.42'	12.09'	6.25'	11.90'	35°40'56"
BC4	19.42'	30.50'	19.42'	27.46'	90°00'00"
BC5	19.42'	30.50'	19.42'	27.46'	90°00'00"
BC6	19.42'	30.50'	19.42'	27.46'	90°00'00"
BC7	19.42'	30.50'	19.42'	27.46'	90°00'00"
BC8	19.42'	30.50'	19.42'	27.46'	90°00'00"
BC9	19.42'	30.50'	19.42'	27.46'	90°00'00"
BC10	19.42'	30.50'	19.42'	27.46'	90°00'00"

1 inch = 40 ft.

CONSTRUCTION NOTES

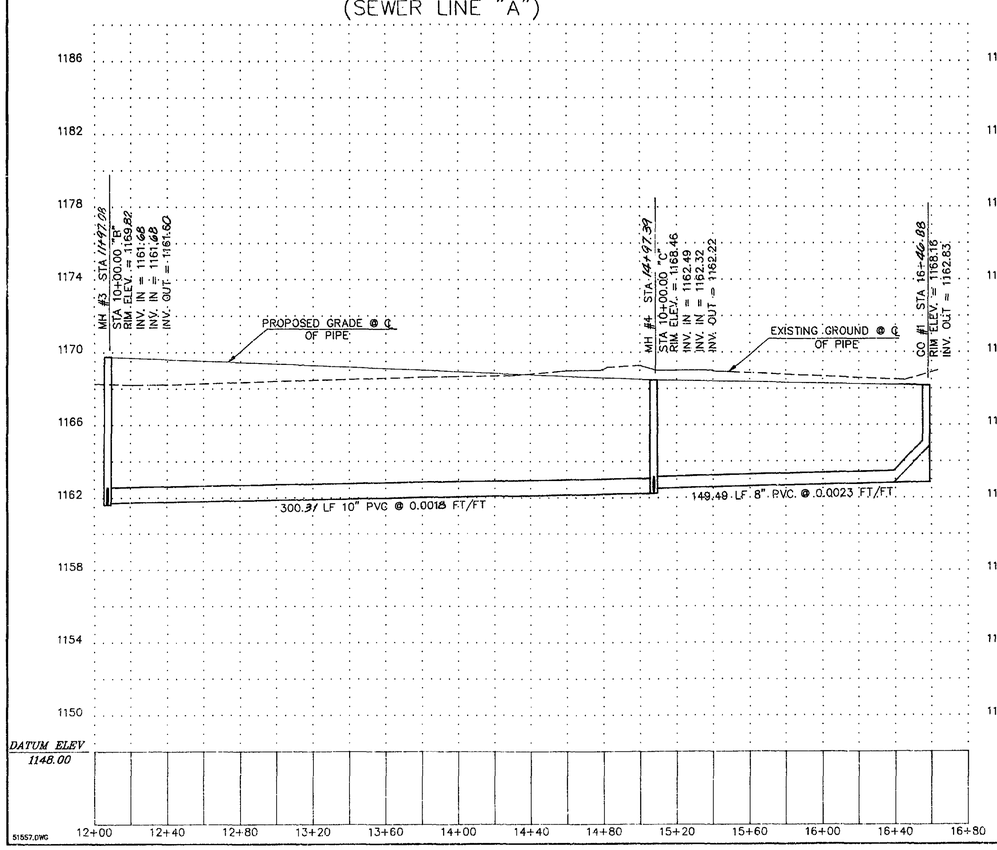
1. INSTALL 8" P.V.C. SDR 35 SEWER PIPE
2. * INSTALL 4' DIAMETER MANHOLE PER M.A.G. STD. DET. 420. AND C.O.C. STD. DET. 99, 24" FRAME AND COVER. ADJUST TO GRADE.
3. INSTALL 4" P.V.C. SEWER SERVICE TAP. EXTEND TO 8' P.U.E. LINE (TYPICAL EACH LOT).
4. INSTALL 10" P.V.C. SDR 35 SEWER PIPE
5. INSTALL 4" P.V.C. SEWER SERVICE TAP TO MANHOLE AND EXTEND SERVICE TO 8' P.U.E. LINE.
6. INSTALL 12" P.C.V. SDR 35 SEWER PIPE
7. INSTALL CLEANOUT PER M.A.G. STD. DET. 441. ADJUST COVER TO GRADE. M.A.G. STD. DET. 270.
8. ENCASE SEWER HOUSE CONNECTION PER M.A.G. STD. DET. 404 (SEE SHT. 1) Mechanical Or Restrained Joint Ductile Iron Pipe Shall Be Used As An Alternative to Concrete Encasements Per M.A.G. Std. Det. 404.
10. ENCASE SEWER LINE PER MAG STD DET 404 (SEE SHT. 1)

* NOTE: MANHOLE FRAME AND COVER SHALL BE ADJUSTED PER M.A.G. STD. DET. 422. EXCEPT WHEN OUTSIDE OF PAVEMENT ALIGNMENT IN WHICH CASE IT SHALL BE ADJUSTED PER C.O.C. STD. SPEC. 3.

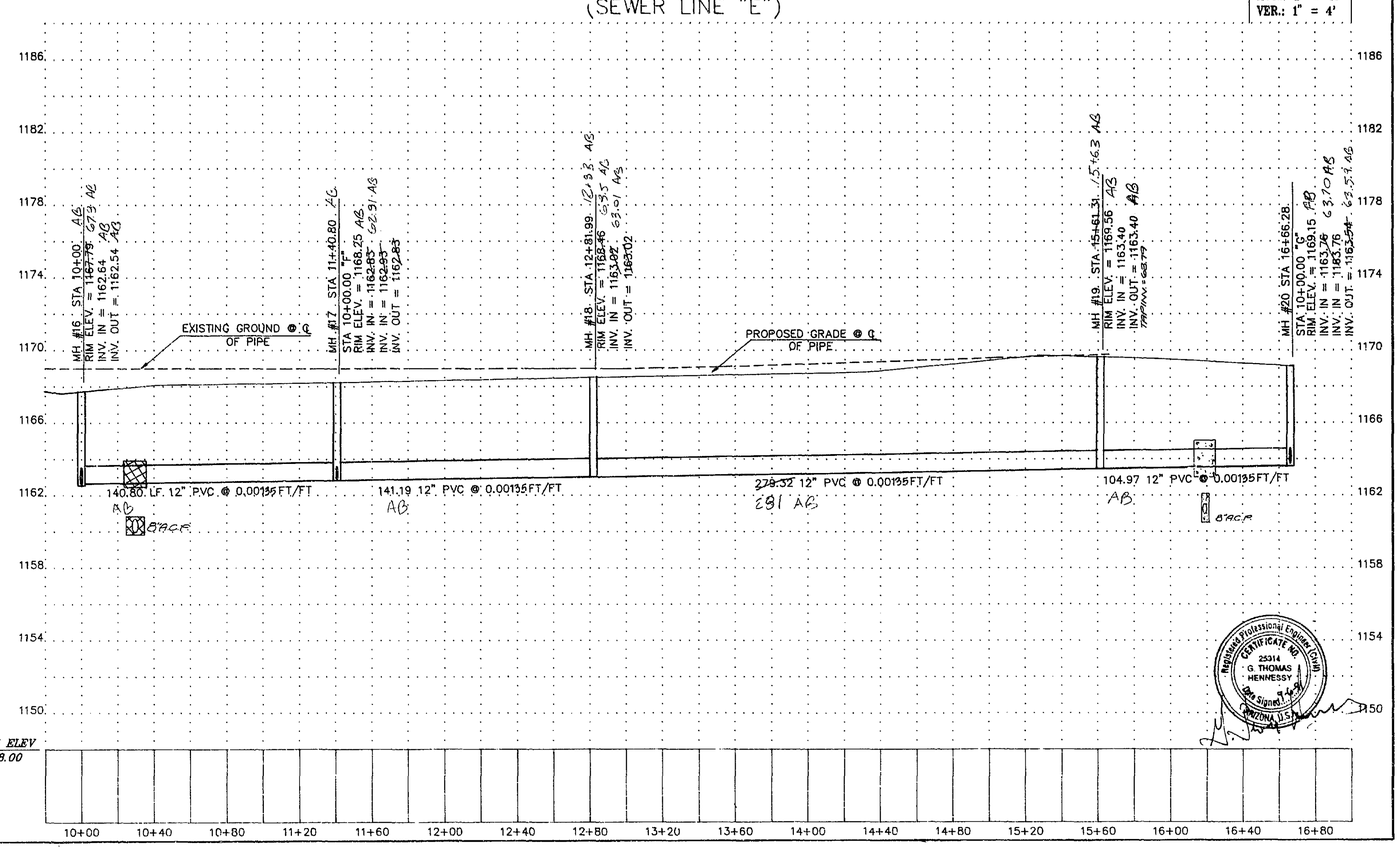
HOR.: 1" = 40'
VER.: 1" = 4'

PINE VIEW DRIVE

PHASE 3
(SEWER LINE "A")



(PHASE 1)
(SEWER LINE "E")



Registered Professional Engineer (Civil)
CERTIFICATE NO. 25314
G. THOMAS HENNESSY
Date Signed 9-4-91
ARIZONA, U.S.A.

51557.DWG

WOOD/PATEL ASSOCIATES

SEWER AS-BUILTS 8-7-92 SHEET 2 OF 11 1-229

PINE VIEW
SEWER PLANS
CHANDLER, ARIZONA

CITY OF CHANDLER
DEVELOPMENT AND COMMUNITY SERVICES DEPARTMENT
Development Services Division

GENERAL NOTES

1. All construction shall be in accordance with current MAG Specifications and Standard Details as modified by the City of Chandler.
2. The contractor shall obtain all necessary permits prior to construction.
3. The City Engineer's Office shall be notified 24 hours prior to starting each phase of construction (786-2851).
4. Any work performed without the approval of the City Engineer and/or all work and material not in conformance with the specifications is subject to removal and replacement at the contractor's expense.
5. The contractor will uncover all existing lines being tied into to verify their location. The contractor will locate or have located all existing underground utilities (electric, telephone, pipelines, etc.) and structures in advance of construction and will eliminate all conflicts prior to start of construction. BLUE STAKE Telephone No. is 263-1100.
6. The City of Chandler is not responsible for liability accrued due to delays and/or damages to utilities in conjunction with this construction. The City will not participate in the cost of construction or utility relocation.
7. No final acceptance shall be issued until linen or mylar reproducible "As- Built" Plans certified by the Engineer, have been submitted and accepted by the City Engineer.
8. Backfilling shall not be started until lines are approved by the City Engineer.
9. All backfill shall be installed in accordance with MAG Standard Specification 601, Type 1.
10. Disposal of and stockpiling of excess material within the Chandler City Limits or Planning Area will be done in such a way that will not create a nuisance. The placing of material on private property of another requires written authorization.
11. Traffic control shall be maintained in accordance with the Chandler Traffic Barricade Manual).
12. The contractor shall provide adequate means for cleaning trucks and/or other equipment of mud prior to entering public streets, and it is the contractor's responsibility to clean streets, alley dust, and take whatever measures are necessary to insure that all roads are maintained in a clean, mud and dust free condition at all times.
13. Applications for Street Cut Permits must be approved by the City Engineer prior to approval of Improvement Plans. All pavement replacement shall be either full-depth A.B.C. or A.B.C. slurry backfill in accordance with City of Chandler Standard Specification 4 and M.A.G. Std. Det. 200 "T" Top.
14. An approved set of plans shall be maintained on the job site at all times work is in progress. Deviation from the plans will not be allowed without an approved plan revision.
15. A minimum horizontal separation of 6 feet is required between sewer services and water or fireline services. A minimum horizontal separation of 6 feet is required between reclaimed water services and sewer, water, or fireline services.
16. I hereby certify that the "As-Built" information as shown hereon was made under my supervision, or as noted, and is correct to the best of my knowledge and belief.

Registered Professional Engineer — Date

"AS-BUILT" CERTIFICATION
(PHASES - 1,1M,2)

I HEREBY CERTIFY THAT THE "AS-BUILT" IMPROVEMENTS AS SHOWN HEREON ARE LOCATED AS NOTED, AND THE LOCATIONS ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED PROFESSIONAL ENGINEER — DATE 9-9-92

Registered Professional Engineer (Civil) CERTIFICATE NO. 25314 G. THOMAS HENNESSY Date Signed 9-9-92 ARIZONA, U.S.A.

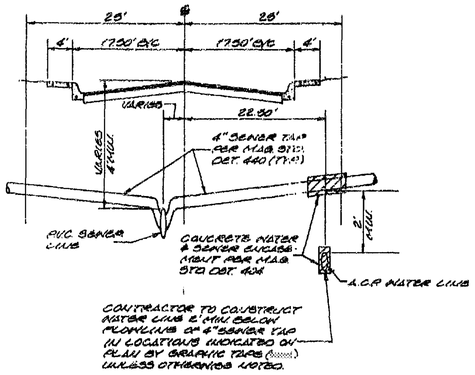
ENGINEERS NOTES

1. THE ESTIMATED QUANTITIES SHOWN ARE FOR INFORMATION PURPOSES ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETENESS AND ACCURACY OF A DETAILED ESTIMATE BASED ON THESE PLANS, CURRENT CODES, AND SITE VISITATION.
2. A THOROUGH ATTEMPT HAS BEEN MADE TO SHOW THE LOCATIONS OF ALL UNDERGROUND OBSTRUCTIONS AND UTILITY LINES IN THE WORK AREA. HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO OBSTRUCTIONS AND UTILITY LINES ENCOUNTERED DURING CONSTRUCTION AND SHALL DETERMINE THE EXACT LOCATION OF UTILITIES IN ADVANCE OF CONSTRUCTION.

UTILITY NOTES

1. THESE PLANS HAVE BEEN SUBMITTED TO THE FOLLOWING UTILITY COMPANIES AND THE WORK CONTAINED IN THESE PLANS HAS BEEN APPROVED BY THESE COMPANIES WITHIN THEIR AREA OF INTEREST. THE SIZE AND LOCATIONS, AS SHOWN , OF THE GAS, TELEPHONE AND POWER LINES, AND CONNECTIONS AGREE WITH THE INFORMATION CONTAINED IN THE UTILITY COMPANY'S RECORDS. WHERE THE WORK TO BE DONE CONFLICTS WITH ANY OF THESE UTILITIES, THE CONFLICTS SHALL BE RESOLVED AS SPECIFIED IN THE SPECIAL PROVISIONS AND/OR AS OTHERWISE NOTED ON THESE PLANS. CONFLICTS ARISING DURING THE COURSE OF CONSTRUCTION FROM UNFORESEEN CIRCUMSTANCES SHALL BE REPORTED TO THE INTERESTED UTILITY COMPANY AND BE RESOLVED BY THEM AND THE DESIGN ENGINEER.
2. THE CITY WILL NOT PARTICIPATE IN THE COST OF CONSTRUCTION OR UTILITY RELOCATION.

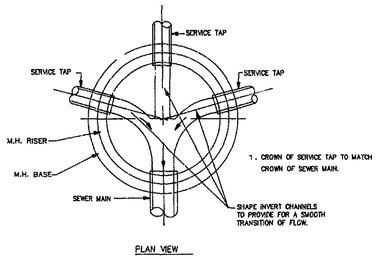
SALT RIVER POWER DISTRICT	LOIS BAGHDASARIAN	9-20-91
	COMPANY REPRESENTATIVE CONTACTED	DATE
SRVWUA	HAROLD BIEVER	9-20-91
	COMPANY REPRESENTATIVE CONTACTED	DATE
ARIZONA PUBLIC SERVICE	N/A	
	COMPANY REPRESENTATIVE CONTACTED	DATE
U.S. WEST COMMUNICATIONS	CATHY CAMPBELL	9-20-91
	COMPANY REPRESENTATIVE CONTACTED	DATE
SOUTHWEST GAS COMPANY	ELTON BUELL	9-20-91
	COMPANY REPRESENTATIVE CONTACTED	DATE
CABLE T.V.	TODD GILLAM	9-20-91
	COMPANY REPRESENTATIVE CONTACTED	DATE
U.S SPRINT	RIGHT-OF-WAY DEPT.	9-20-91
	COMPANY REPRESENTATIVE CONTACTED	



WATER MAIN AND SEWER TAP VERTICAL SEPERATION DETAIL
LOOKING NORTH OR WEST

NOTE: SALT RIVER PROJECT MAINTAINS CERTAIN ENERGIZED, UNDERGROUND ELECTRICAL POWER LINES IN THE VICINITY OF THIS PROJECT, AND THESE LINES HAVE BEEN NOTED HEREIN AS POTENTIAL CONFLICTS. THESE POWER LINES REPRESENT AN EXTREME HAZARD FROM ELECTRICAL SHOCK TO ANY CONSTRUCTION PERSONNEL OR EQUIPMENT COMING IN CONTACT WITH THEM.
ARIZONA LAW REQUIRES ALL PARTIES PLANNING EXCAVATIONS IN PUBLIC RIGHT-OF-WAY TO CONTACT ALL UTILITY FIRMS FOR LOCATION OF THEIR UNDERGROUND FACILITIES. CONTRACTORS MUST BE INSTRUCTED TO CALL THE BLUE STAKE CENTER (263-1100) FOR SUCH LOCATION SERVICE. CONTRACTORS, THEIR EMPLOYEES, AND ALL OTHER PERSONNEL WORKING NEAR ANY UNDERGROUND POWER LINES MUST BE WARNED TO TAKE ADEQUATE PROTECTIVE MEASURES. (SEE: OSHA STANDARD 1926.651 (a)).
AS AN ADDITIONAL SAFETY PRECAUTION, CONTRACTORS SHOULD ALSO BE INSTRUCTED TO CALL SALT RIVER PROJECT AT 236-8888 TO ARRANGE, IF POSSIBLE, TO HAVE THESE LINES DE-ENERGIZED WHEN THE WORK REACHES THEIR IMMEDIATE VICINITY. THE COST OF SUCH TEMPORARY ARRANGEMENTS WOULD BE BORNE BY THE CONTRACTOR. IF DE-ENERGIZATION IS FEASIBLE, THE CONTRACTOR MUST GIVE SALT RIVER PROJECT AT LEAST TWO DAYS ADVANCE NOTICE OF HIS REQUIREMENT.

NOTE: SALT RIVER PROJECT MAINTAINS ENERGIZED AERIAL ELECTRICAL POWER LINES IN THE VICINITY OF THE REFER NCED SITE. IT NOT ASSUME THESE LINES TO BE INSULATED. CONSTRUCTION PERSONNEL WORKING IN PROXIMITY TO THESE LINES ARE EXPOSED TO AN EXTREME HAZARD FROM ELECTRICAL SHOCK. THE CONTRACTORS, THEIR EMPLOYEES, AND ALL OTHER PERSONNEL WORKING AT THIS SITE MUST BE WARNED OF THE DANGER AND INSTRUCTED TO TAKE ADEQUATE PROTECTIVE MEASURES.
UNDER THE TERMS OF TITLE 40, ARTICLE 6.4, CHAPTER 7 OF ARIZONA REVISED STATUES, THE RESPONSIBILITY FOR NOTIFICATION RESTS WITH THE "PERSON OR BUSINESS ENTITY" CONTRACTING TO PERFORM ANY FUNCTION, ACTIVITY, WORK OR OPERATION IN CLOSER PROXIMITY TO ANY HIGH-VOLTAGE OVERHEAD LINE THAN PERMITTED BY THIS ARTICLE. OSHA STANDARD 1926.550 (a) (15) ALSO PRESCRIBES MINIMUM WORKING CLEARANCES TO BE OBSERVED IN THE PLANNING OF WORK ACTIVITIES. WHEN WORKING CLEARANCES ARE NOT ADEQUATE UNDER THE TERMS OF APPLICABLE LAWS, PERSONS OR BUSINESS ENTITIES SHOULD BE INSTRUCTED TO CALL SALT RIVER PROJECT AT 236-8888 TO ARRANGE FOR PROTECTIVE MEASURES WHICH INCLUDE DE-ENERGIZING OR RELOCATING THE LINES PRIOR TO WORKING IN THE IMMEDIATE VICINITY. THE COST OF SUCH TEMPORARY ARRANGEMENTS SHALL BE BORNE BY THE PERSON OR BUSINESS ENTITY AS REFERENCED ABOVE. SALT RIVER PROJECT SHOULD BE NOTIFIED SEVERAL DAYS IN ADVANCE BY THE PERSON OR BUSINESS ENTITY SO AS TO ALLOW SUFFICIENT TIME TO ADJUST ITS FACILITIES.

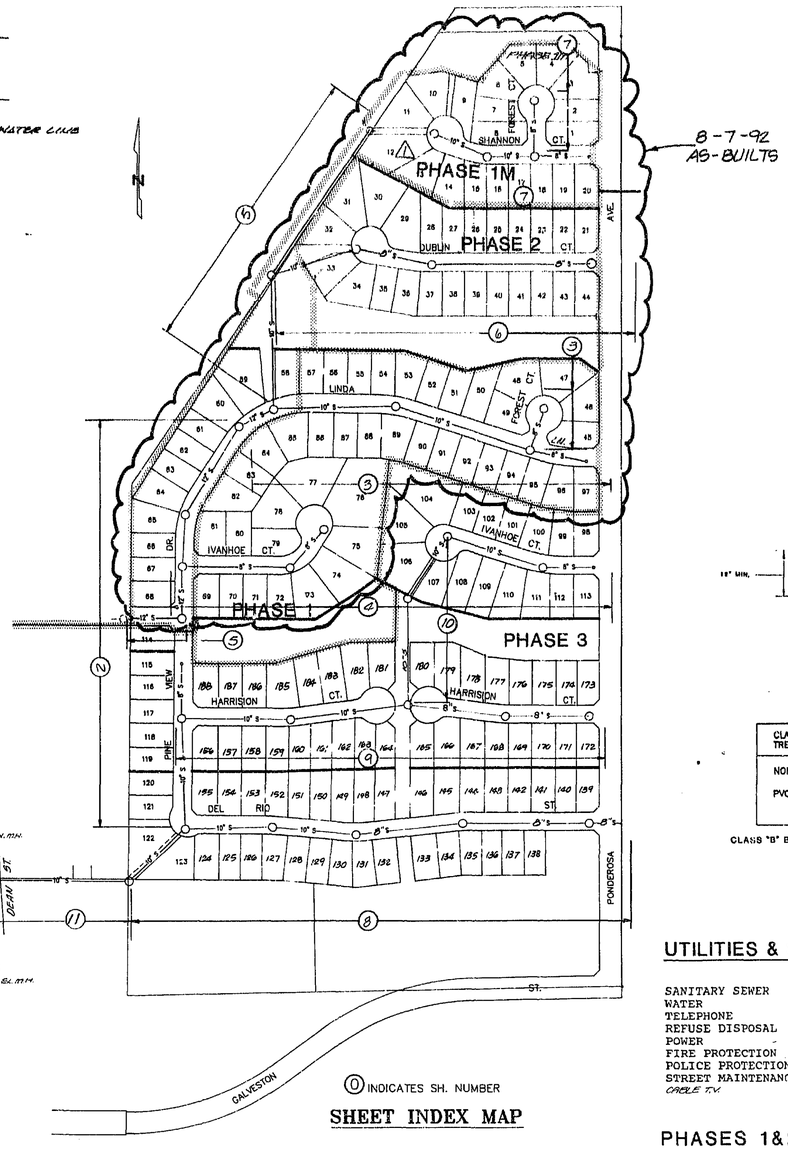


SERVICE TAPS INTO MANHOLES

CITY OF CHANDLER
DEVELOPMENT SERVICES
ENGINEERING DIVISION

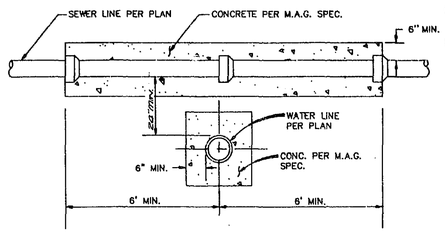
SEWER NOTES

1. All sewer taps shall be wye type.
2. Connections to existing sewer mains shall be accomplished by machine tapping, utilizing a saddle, or by construction of a manhole.
3. Sewer taps should be 4 1/2 feet deep at property line. To raise the tap from the mains deeper than 6 feet, the wye and 1/8 bend shall be set at a 45 degree angle from horizontal and a short piece of straight pipe shall be placed on the 1/8 bend. Another 1/8 bend is placed at the other end of the short pipe to bring the tap to appropriate grade at the property line.
4. All sewer service connections shall be extended a sufficient distance beyond street right of way lines to clear all facilities to be installed in Public Utility Easements which parallel the street right of way.
5. Metallic, detectible warning tape or locator wire shall be required at locations designated by the off-site inspector when changes in horizontal pipe alignments are not apparent from surface appurtenances. The tape or wire shall be placed one foot above the top of pipe (maximum depth 4 feet) and shall extend a minimum of 6 feet in each direction from the alignment change and shall be shown on as-built plans.
6. All Plastic pipe shall be identified with 3-inch wide metallic, detectible warning tape with the word sewer or wastewater. The tape shall be installed 12 to 18 inches below the ground surface over the entire length of the pipe.



⓪ INDICATES SH. NUMBER

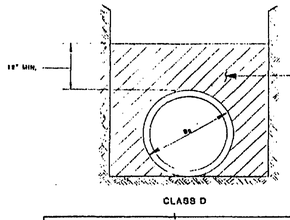
SHEET INDEX MAP



ENCASEMENT DETAIL
M.A.G. STD. DET. 404

LEGEND

EXISTING	DESCRIPTION	PROPOSED
	SURVEY MARKER	
	CURB & GUTTER	
	SIDEWALK	
	EXTRUDED/SINGLE CURB	
71	CONTOURS	71
W	WATER LINE AND VALVE	
	FIRE HYDRANT	
S	SEWER LINE & MANHOLE	
C.O.	SEWER CLEANOUT	C.O.
	CONC. SEW. ENCASEMENT	
	LIMITS OF PHASEING	



CLASS "D" TRENCH WIDTHS	
NON PVC:	MAG STD. SPEC., TABLE 601-1
PVC:	MIN.=Bc+12" ON EACH SIDE MAX.=Bc+26"

CLASS "B" BEDDING MAY BE SUBSTITUTED FOR CLASS "D" BEDDING.

BEDDING DETAIL

UTILITIES & SERVICE

SANITARY SEWER	CITY OF CHANDLER
WATER	CITY OF CHANDLER
TELEPHONE	U.S. WEST COMMUNICATIONS
REFUSE DISPOSAL	CITY OF CHANDLER
POWER	SALT RIVER PROJECT
FIRE PROTECTION	CITY OF CHANDLER
POLICE PROTECTION	CITY OF CHANDLER
STREET MAINTENANCE	CITY OF CHANDLER
CABLE TV.	DIMENSION CABLE

PHASES 1&2
APPROVED FOR COMPLIANCE WITH CITY CODE:

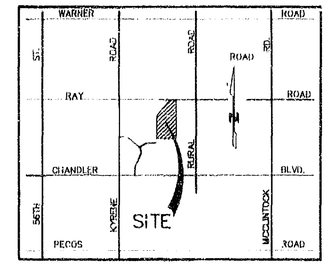
BY ____ CITY ENGINEER — DATE 11/28/92
BY ____ CIVIL ENGINEER — DATE 11/27/92

PHASE 1M
APPROVED FOR COMPLIANCE WITH CITY CODE:

BY ____ CITY ENGINEER — DATE
BY ____ CIVIL ENGINEER — DATE 6/24/92

⚠ CHANGED REMAINDER OF SHANNON COURT TO PHASE 1M

Two working days before you dig, CALL FOR THE BLUE STAKES 263-1100 Blue Stake Center CALL COLLECT



VICINITY MAP

ENGINEER
WOOD, PATEL & ASSOCIATES, INC.
4105 N. 20TH STREET
SUITE 130
PHOENIX, ARIZONA 85016
(602) 957-3149

DEVELOPER
PULTE HOME CORPORATION
1430 W. BROADWAY RD.
SUITE A-200
TEMPE, ARIZONA 85282
(602) 968-9100

BENCHMARK
SEC. 26 T.1S., R.4E. CITY OF CHANDLER BRASS CAP FLUSH AT THE INTERSECTION OF JENTILLY LANE AND JOSHUA BOULEVARD.
ELEVATION = 1171.56 (City of Chandler Datum)
C.M.C.N. #4

PHASEING NOTE:
PHASE 1M IS THE MODEL PHASE

ESTIMATED QUANTITIES

DESCRIPTION	PHASE 1M	PHASE 1	PHASE 2	PHASE 3
4' DIA. MANHOLE	12 EA.	6 EA.	3 EA.	11 EA.
8" P.V.C.	350 L.F.	650 L.F.	640 L.F.	1219 L.F.
10" P.V.C.	1353 L.F.	686 L.F.	252 L.F.	2158 L.F.
12" P.V.C.	811 L.F.	0 L.F.	0 L.F.	0 L.F.
CONC. ENCASE.	300 L.F.	336 L.F.	360 L.F.	552 L.F.
4" TAP	36 EA.	40 EA.	29 EA.	91 EA.
CLEANOUT	1 EA.	1 EA.	0 EA.	0 EA.
STUB OUT & PLUG	3 EA.	0 EA.	1 EA.	1 EA.

SHEET INDEX
PHASE 1 - SHT'S. 2-6 AS INDICATED
PHASE 2 - SHT'S. 5-7 AS INDICATED
PHASE 3 - SHT'S. 2,4,8,9,&10 AS INDICATED

APPROVED
BY: ____ DATE:
KYRENE SCHOOL DISTRICT

BY ____ DATE 12/4/91
MARICOPA COUNTY HEALTH DEPARTMENT

PHASE 3
APPROVED FOR COMPLIANCE WITH CITY CODE:

BY ____ CITY ENGINEER — DATE 6/24/92
BY ____ CIVIL ENGINEER — DATE

Registered Professional Engineer (Civil) CERTIFICATE NO. 25314 G. THOMAS HENNESSY Date Signed 9-9-92 ARIZONA, U.S.A.

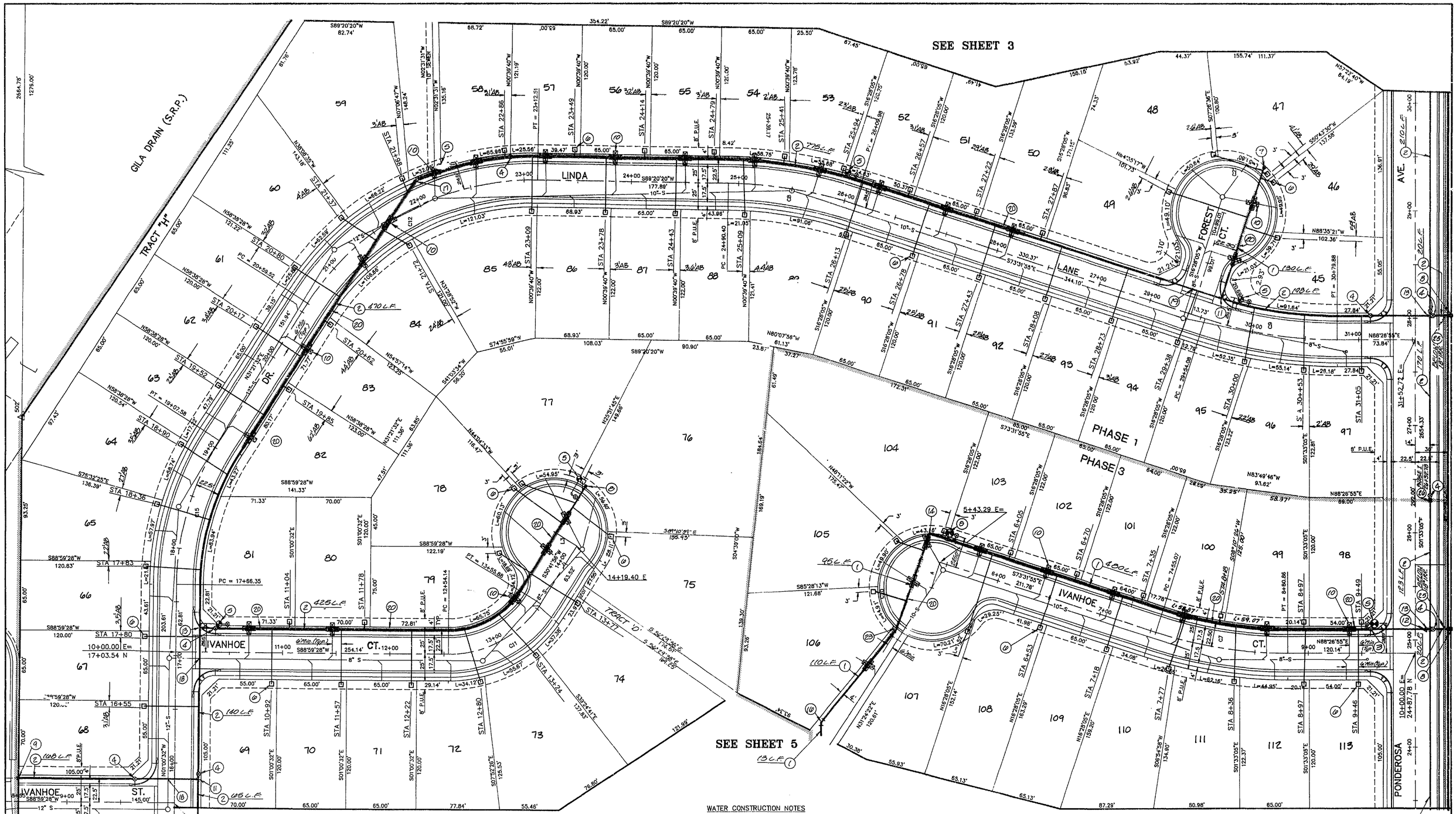
WOOD/PATEL ASSOCIATES
Civil Engineers
Hydrologists
Land Surveyors

PINE VIEW
SEWER PLANS

SCALE	SHEET
–	1 OF 11
DATE	JOB NO.
SEP. 1991	91731
DESIGN B.A.S.	CHECK TH
DRAWN L.C.	FILE 51551.DWG

SEWER AS-BUILTS SHTS. 1- 7 8-7-92

1-2249



WATER CONSTRUCTION NOTES

1. INSTALL 6" A.C.P.
2. INSTALL 8" A.C.P.
3. INSTALL 6" V.B. & C. PER C.O.C. STD. DET. 51. ADJUST TO GRADE.
4. INSTALL 8" V.B. & C. PER C.O.C. STD. DET. 51. ADJUST TO GRADE.
5. ✳ INSTALL FIRE HYDRANT COMPLETE PER C.O.C. STD. DET. 50, 51 & M.A.G. STD. DET. 301.
6. INSTALL 3/4" WATER TAP, SERVICE AND BOX PER CITY OF CHANDLER STD. DET. 103. (TYP.)
7. INSTALL 6" X 2" TAPPED CAP W/2" BLOW-OFF PER M.A.G. STD. DET. 390 TYPE "B".
8. INSTALL 8" X 2" TAPPED CAP W/2" BLOW-OFF PER M.A.G. STD. DET. 390 TYPE "B".
9. REMOVE EXISTING 8" CAP & CONNECT TO EXISTING 8" WATERLINE.
10. CONSTRUCT CONCRETE ENCASEMENT PER M.A.G. STD. DET. 404.(TYP.) MECHANICAL OR RESTRAINED JOINT DUCTILE IRON PIPE SHALL BE USED AS AN ALTERNATIVE TO CONCRETE ENCASEMENTS PER M.A.G. STD. DET. 404
11. INSTALL 8" X 6" TEE.
12. INSTALL 8" X 6" REDUCER.
13. INSTALL 8" X 8" TEE.
14. INSTALL 6" 90° BEND.
15. INSTALL 6" X 6" TEE.
16. INSTALL 6" 45° BEND.
17. INSTALL 8" 45° BEND.
18. INSTALL 8" MECHANICAL JOINT DUCTILE IRON PIPE. DUCTILE PIPE TO EXTEND 6' ON BOTH SIDES FROM ℄ SEWER.
19. INSTALL 8" MECHANICAL JOINT DUCTILE IRON PIPE. DUCTILE PIPE TO EXTEND 6' ON BOTH SIDES FROM ℄ SEWER.
20. INSTALL A.C.P. WATERLINE BELOW 4" SEWER TAPS IN LOCATIONS INDICATED BY GRAPHIC TAPE, SEE DETAIL ON COVER SHEET.
21. REMOVE EXIST. 6" CAP & CONNECT NEW 6" A.C.P. TO EXIST.
22. INSTALL 8" X 8" CROSS.
23. INSTALL 6" 22.5° BEND.
24. PHASE IM: INSTALL 1 PIPE LENGTH OF 6" A.C.P. (MIN.)PAST VALVE & 6" X 2" TAPPED CAP WITH 2" BLOW-OFF PER M.A.G. STD. DET. 390 TYPE "A". WATER SERVICE TO BE CONSTRUCTED W/PHASE II CONSTRUCTION. PHASE II: REMOVE TAPPED CAP & BLOW-OFF & CONNECT NEW PIPE TO EXISTING.
25. D.I.P. WATER LINE PER DETAIL SHEET 1.
26. PHASE 1: INSTALL 8" x 2" TAPPED CAP W/ 2" BLOW-OFF VALVE PER M.A.G. STD. DET. 390 "B". PHASE 3: REMOVE EXISTING 8" x 2" TAPPED CAP W/ BLOW-OFF & CONNECT NEW 8" A.C.P. TO EXISTING.

✳ Fire Hydrant Valve Box Installation Shall Be Per C.O.C. Std. Det. 51 And Valve Blocking Shall Be Per MAG Std. Det. 301.

1 inch = 40 ft.

Registered Professional Engineer (Civil) CERTIFICATE NO. 25314 G. THOMAS HENNESSY ARIZONA U.S.A. Date Signed 9-4-92

PINE VIEW WATER PLAN

WOOD/PATEL ASSOCIATES
Civil Engineers
Hydrologists
Land Surveyors

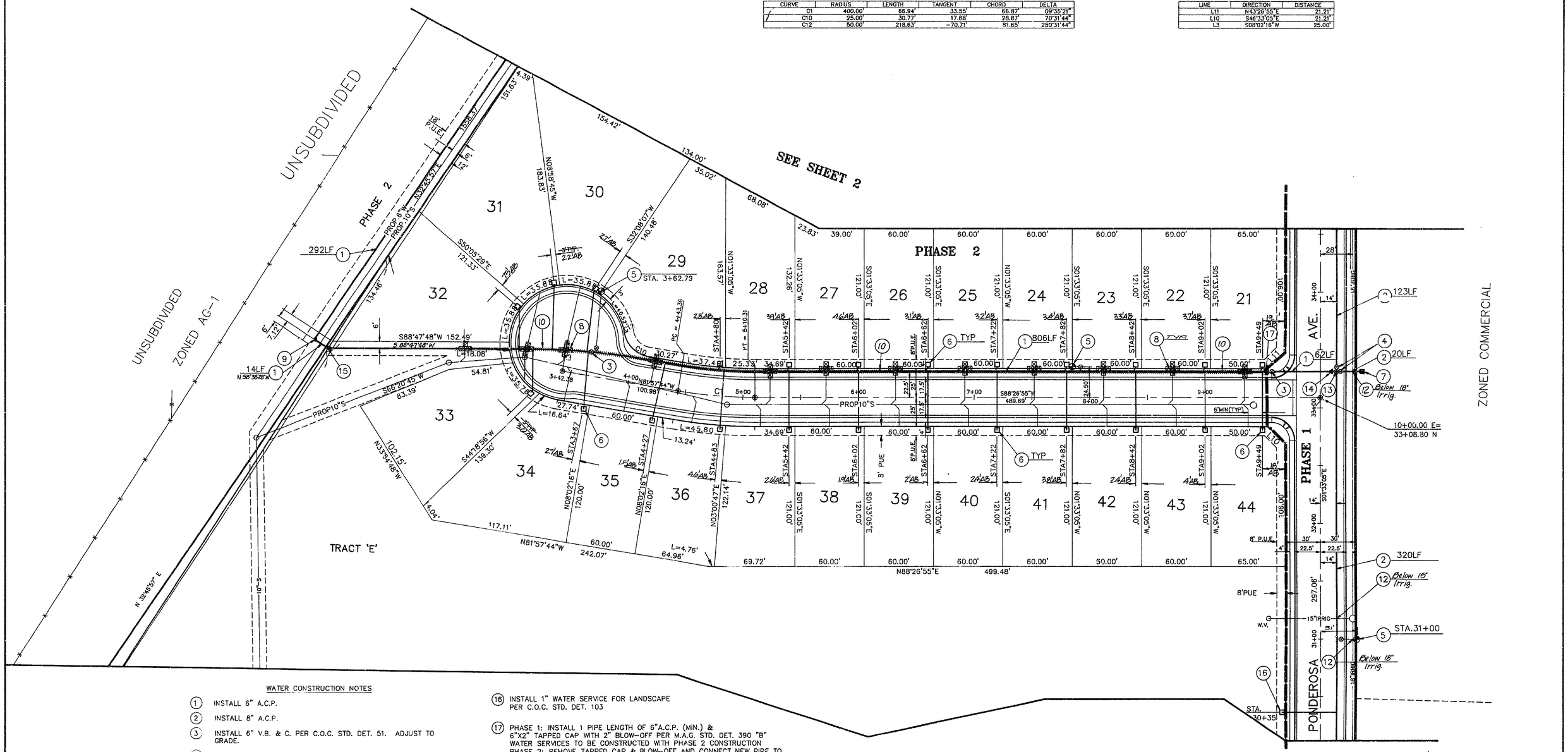
SCALE	SHEET
1" = 40'	4 OF 6
DATE	JOB NO.
SEPT. ,1991	91731
DESIGN	CHECK TH
DRAWN L.C.	FILE 515W4.DWG

WATER AS-BUILTS 9-10-92

1-2249

CURVE	RADIUS	LENGTH	TANGENT	CHORD	DELTA
C1	400.00'	68.94'	33.55'	68.87'	09°35'21"
C10	25.00'	30.77'	17.88'	28.87'	70°31'44"
C12	50.00'	218.63'	-70.71'	81.65'	250°31'44"

LINE	DIRECTION	DISTANCE
L11	N43°26'55"E	21.21'
L10	S46°33'05"E	21.21'
L3	S08°02'16"W	25.00'



WATER CONSTRUCTION NOTES

1. INSTALL 6" A.C.P.
2. INSTALL 8" A.C.P.
3. INSTALL 6" V.B. & C. PER C.O.C. STD. DET. 51. ADJUST TO GRADE.
4. INSTALL 8" V.B. & C. PER C.O.C. STD. DET. 51. ADJUST TO GRADE.
5. ✳ INSTALL FIRE HYDRANT COMPLETE PER C.O.C. STD. DET. 50, 51 & M.A.G. STD. DET. 301.
6. INSTALL 3/4" WATER TAP, SERVICE AND BOX PER CITY OF CHANDLER STD. DET. 103. (TYP.)
7. INSTALL 8" X 2" TAPPED CAP W/2" BLOW-OFF PER M.A.G. STD. DET. 390 TYPE "B".
8. CONSTRUCT CONCRETE ENCASEMENT PER M.A.G. STD. DET. 404.(TYP.) MECHANICAL OR RESTRAINED JOINT DUCTILE IRON PIPE SHALL BE USED AS AN ALTERNATIVE TO CONCRETE ENCASEMENTS PER M.A.G. STD. DET. 404.
9. INSTALL 6" 90° BEND.
10. INSTALL A.C.P. WATERLINE BELOW 4" SEWER TAPS IN LOCATIONS INDICATED BY GRAPHIC TAPE, SEE DETAIL ON COVER SHEET.
11. REMOVE EXIST. 8" CAP & CONNECT NEW 8" A.C.P. TO EXIST.
12. D.I.P. WATER LINE PER DETAIL SHEET 1.
13. INSTALL 8" X 8" CROSS.
14. INSTALL 8" X 6" REDUCER.
15. INSTALL 6" 45° BEND.
16. INSTALL 1" WATER SERVICE FOR LANDSCAPE PER C.O.C. STD. DET. 103
17. PHASE 1: INSTALL 1 PIPE LENGTH OF 6"A.C.P. (MIN.) & 6"X2" TAPPED CAP WITH 2" BLOW-OFF PER M.A.G. STD. DET. 390 "B" WATER SERVICES TO BE CONSTRUCTED WITH PHASE 2 CONSTRUCTION
PHASE 2: REMOVE TAPPED CAP & BLOW-OFF AND CONNECT NEW PIPE TO EXISTING.

✳ FIRE HYDRANT VALVE BOX INSTALLATION SHALL BE PER C.O.C. STD. DET. 51 AND VALVE BLOCKING SHALL BE PER M.A.G. STD. DET. 301

SEE SHEET 4

1 inch = 40 ft.

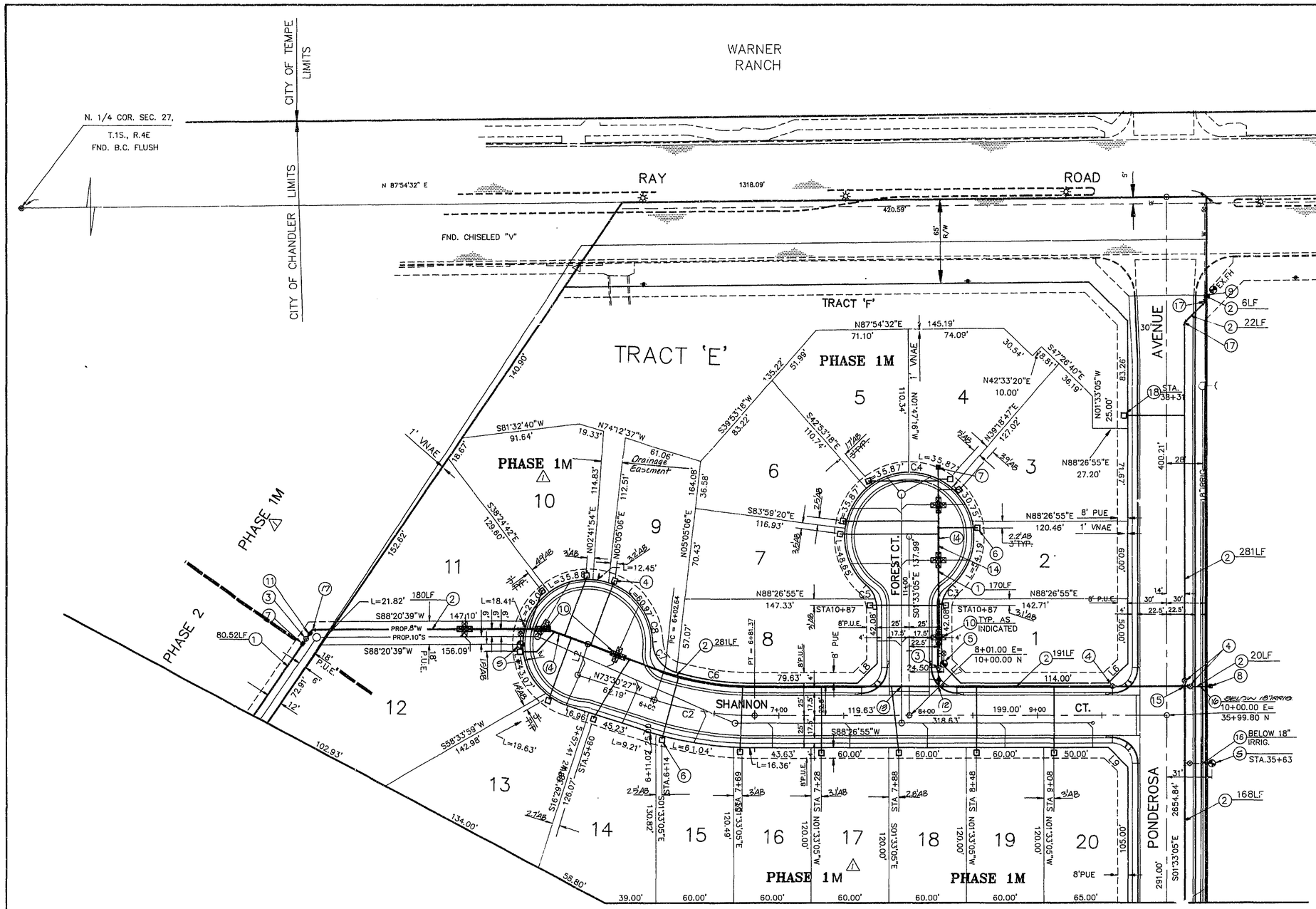
PINE VIEW WATER PLAN

WOOD/PATEL ASSOCIATES
Civil Engineers
Hydrologists
Land Surveyors

SCALE	SHEET
1" = 40'	3 OF 6
DATE	JOB NO.
SEPT., 1991	91730
DESIGN BAS	CHECK TH
DRAWN BAS	FILE 515WS.DWG

WATER AS-BUILTS 9-10-92

1-2249



WATER CONSTRUCTION NOTES

1. INSTALL 6" A.C.P.
2. INSTALL 8" A.C.P.
3. INSTALL 6" V.B. & C. PER C.O.C. STD. DET. 51. ADJUST TO GRADE.
4. INSTALL 8" V.B. & C. PER C.O.C. STD. DET. 51. ADJUST TO GRADE.
5. ✳ INSTALL FIRE HYDRANT COMPLETE PER C.O.C. STD. DET. 50, 51 & M.A.G. STD. DET. 301.
6. INSTALL 3/4" WATER TAP, SERVICE AND BOX PER CITY OF CHANDLER STD. DET. 103. (TYP.)
7. INSTALL 6" X 2" TAPPED CAP W/2" BLOW-OFF PER M.A.G. STD. DET. 390 TYPE "B" *(PHASE I)- PHASE 2. REMOVE EXIST. BLOW-OFF & CONNECT NEW 8" PIPE TO EXIST.*
8. INSTALL 8" X 2" TAPPED CAP W/2" BLOW-OFF PER M.A.G. STD. DET. 390 TYPE "B".
9. REMOVE EXISTING 8" CAP & CONNECT TO EXISTING 8" WATERLINE.
10. CONSTRUCT CONCRETE ENCASEMENT PER M.A.G. STD. DET. 404.(TYP.) MECHANICAL OR RESTRAINED JOINT DUCTILE IRON PIPE *SHALL* BE USED AS AN ALTERNATIVE TO CONCRETE ENCASEMENTS PER M.A.G. STD. DET. 404.
11. INSTALL 8" X 6" REDUCER.
12. INSTALL 8" X 6" TEE.
13. INSTALL 6" MECHANICAL JOINT DUCTILE IRON PIPE. DUCTILE PIPE TO EXTEND 6' ON BOTH SIDES FROM ℄ SEWER.
14. INSTALL A.C.P. WATERLINE BELOW 4" SEWER TAPS IN LOCATIONS *INDICATED BY GRAPHIC TAPE*, SEE DETAIL ON COVER SHEET.
15. INSTALL 8" X 8" CROSS.
16. DIP WATER LINE PER DETAIL SHEET 1
17. INSTALL 8" 45° BEND
18. INSTALL 1" WATER SERVICE FOR LANDSCAPE PER C.O.C. STD. DET. 103

✳ FIRE HYDRANT VALVE BOX INSTALLATION SHALL BE PER C.O.C. STD. DET. 51 AND VALVE BLOCKING SHALL BE PER MAG. STD. DET. 301

1 *CHANGE REMAINDER OF SHANNON COURT TO PHASE 1M*

1 inch = 40 ft.

CURVE	RADIUS	LENGTH	TANGENT	CHORD	DELTA
C2	250.00'	78.73'	39.69'	78.41'	18°02'38"
C3	25.00'	21.03'	11.18'	20.41'	48°11'23"
C4	50.00'	241.19'	-44.72'	66.67'	276°22'46"
C5	25.00'	21.03'	11.18'	20.41'	48°11'23"
C6	225.00'	61.34'	30.86'	61.15'	15°37'12"
C7	25.00'	31.77'	18.43'	29.67'	72°48'28"
C8	50.00'	218.50'	-70.90'	81.72'	250°23'01"

LINE	DIRECTION	DISTANCE
L2	S16°29'33"W	25.00'
L6	S43°26'55"W	21.21'
L7	S46°33'05"E	21.21'
L8	N43°26'55"E	21.21'
L9	N46°33'05"W	21.21'

PINE VIEW WATER PLAN

WOOD/PATEL ASSOCIATES
Civil Engineers
Hydrologists
Land Surveyors

SCALE	SHEET
1" = 40'	2 OF 6
DATE	JOB NO.
SEPT., 1991	91731
DESIGN	CHECK TH
DRAWN L.C.	FILE 515W8.DWG

WATER AS-BUILTS 9-10-92

1-2249

PINE VIEW
WATER PLANS
CHANDLER, ARIZONA

CITY OF CHANDLER
DEVELOPMENT AND COMMUNITY SERVICES DEPARTMENT
Development Services Division

GENERAL NOTES

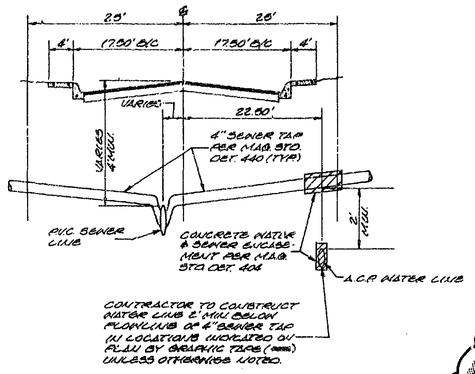
1. All construction shall be in accordance with current MAG Specifications and Standard Details as modified by the City of Chandler.
2. The contractor shall obtain all necessary permits prior to construction.
3. The City Engineer's Office shall be notified 24 hours prior to starting each phase of construction (786-2953).
4. Any work performed without the approval of the City Engineer and/or all work and material not in conformance with the specifications is subject to removal and replacement at the contractor's expense.
5. The contractor will uncover all existing lines being tied into to verify their location. The contractor will locate or have located all existing underground utilities (electric, telephone, pipelines, etc.) and structures in advance of construction and will eliminate all conflicts prior to start of construction. BLUE STAKE Telephone No. is 263-1100.
6. The City of Chandler is not responsible for liability accrued due to delays and/or damages to utilities in conjunction with this construction. The City will not participate in the cost of construction or utility relocation.
7. No final acceptance shall be issued until linen or mylar reproducible "As-Built" Plans certified by the Engineer, have been submitted and accepted by the City Engineer.
8. Backfilling shall not be started until lines are approved by the City Engineer.
9. All backfill shall be installed in accordance with MAG Standard Specification 601, Type 1.
10. Disposal of and stockpiling of excess material within the Chandler City Limits or Planning Area will be done in such a way that will not create a nuisance. The placing of material on private property of another requires written authorization.
11. Traffic control shall be maintained in accordance with the Chandler Traffic Barricade Manual.
12. The contractor shall provide adequate means for cleaning trucks and/or other equipment of mud prior to entering public streets, and it is the contractor's responsibility to clean streets, alley dust, and take whatever measures are necessary to insure that all roads are maintained in a clean, mud and dust free condition at all times.
13. Applications for Street Cut Permits must be approved by the City Engineer prior to approval of Improvement Plans. All pavement replacement shall be either full-depth A.B.C. or A.B.C. slurry backfill in accordance with City of Chandler Standard Specification 4 and M.A.G. Std. Det. 200 "B" Top.
14. An approved set of plans shall be maintained on the job site at all times work is in progress. Deviation from the plans will not be allowed without an approved plan revision.
15. A minimum horizontal separation of 6 feet is required between sewer services and water or fireline services. A minimum horizontal separation of 6 feet is required between reclaimed water services and sewer, water, or fireline services.
16. I hereby certify that the "As-Built" information as shown hereon was made under my supervision, or as noted, and is correct to the best of my knowledge and belief.

Registered Professional Engineer — *Date*

CITY OF CHANDLER
DEVELOPMENT AND COMMUNITY SERVICES DEPARTMENT
Development Services Division

WATER NOTES

1. Fire hydrants shall be furnished by the contractor and installed in accordance with City of Chandler Standard Detail 53. All fire hydrants shall be painted according to Fire Department Standards after installation.
2. All water service line and meter box installations shall conform to City of Chandler Standard Detail 103.
3. Meter boxes and lids to be supplied by the developer and installed facing lot. (See City of Chandler Standard Detail 100-1 and MAG Standard Detail 320.) NO PLASTIC METER BOXES.
4. City of Chandler to furnish and install all water meters with prevailing costs to be paid by developer.
5. All valves shall be gate type, unless otherwise noted, and open to the left.
6. All valve boxes shall conform to City of Chandler Standard Detail 51.
7. City water valves will be operated by City personnel only.
8. Butterfly valve operator will be offset to the side of main away from monument line.
9. All taps shall use a bronze service saddle. Eight (8) inches or less shall be single strap and ten (10) inches or greater shall be double strap.
10. Taps in ACP shall be made in accordance with the recommendations of the ACP Manufacturers Association.
11. Metallic, detectible warning tape or locator wire shall be required at locations designated by the off-site inspector when changes in horizontal pipe alignment are not apparent from surface appurtenances. The tape or wire shall be placed one foot above the top of pipe (maximum depth 4 feet) and shall extend a minimum of 6 feet in each direction from the alignment change and shall be shown on as-built plans.
12. MECHANICAL JOINT OR RESTRAINED DUCTILE IRON PIPE SHALL BE USED FOR WATER LINE PROTECTION WHEN M.A.G. STANDARD DETAIL 404 IS SPECIFIED ON THE PLANS.



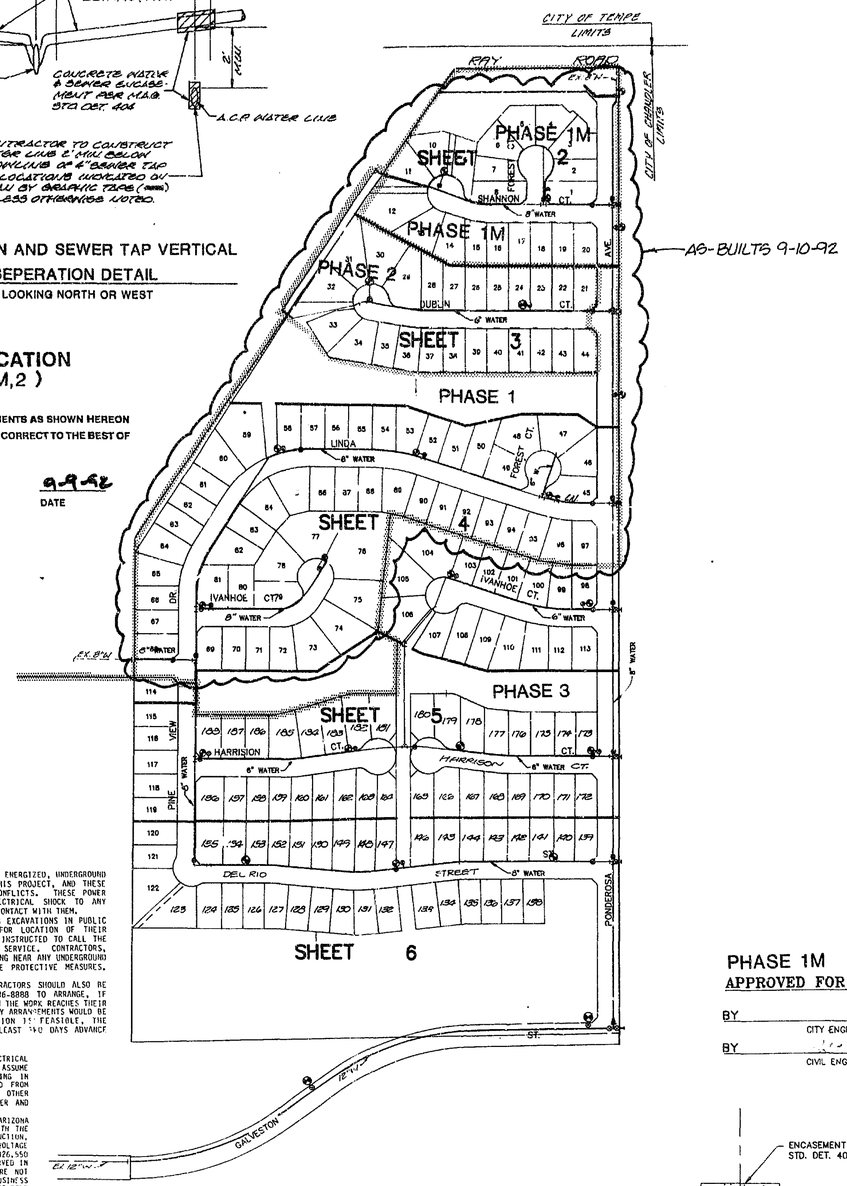
WATER MAIN AND SEWER TAP VERTICAL SEPERATION DETAIL
LOOKING NORTH OR WEST

"AS-BUILT" CERTIFICATION
(PHASES – 1,1M,2)

I HEREBY CERTIFY THAT THE "AS-BUILT" IMPROVEMENTS AS SHOWN HEREON ARE LOCATED AS NOTED, AND THE LOCATIONS ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED PROFESSIONAL ENGINEER — DATE 9-9-92

Registered Professional Engineer — Certificate No. 25314 — G. THOMAS HENNESSY — Date Signed 9-8-92 — Arizona U.S.A.



NOTE: SALT RIVER PROJECT MAINTAINS CERTAIN ENERGIZED, UNDERGROUND ELECTRICAL POWER LINES IN THE VICINITY OF THIS PROJECT, AND THESE LINES HAVE BEEN NOTED HEREIN AS POTENTIAL CONFLICTS. THESE POWER LINES REPRESENT AN EXTREME HAZARD FROM ELECTRICAL SHOCK TO ANY CONSTRUCTION PERSONNEL OR EQUIPMENT COMING IN CONTACT WITH THEM.
ARIZONA LAW REQUIRES ALL PARTIES PLANNING EXCAVATIONS IN PUBLIC RIGHT-OF-WAY TO CONTACT ALL UTILITY FIRMS FOR LOCATION OF THEIR UNDERGROUND FACILITIES. CONTRACTORS MUST BE INSTRUCTED TO CALL THE BLUE STAKE CENTER (263-1100) FOR SUCH LOCATION SERVICE. CONTRACTORS, THEIR EMPLOYEES, AND ALL OTHER PERSONNEL WORKING NEAR ANY UNDERGROUND POWER LINES MUST BE WARNED TO TAKE ADEQUATE PROTECTIVE MEASURES. (SEE: OSHA STANDARD 1926.651 (a)).
AS AN ADDITIONAL SAFETY PRECAUTION, CONTRACTORS SHOULD ALSO BE INSTRUCTED TO CALL SALT RIVER PROJECT AT 236-8888 TO ARRANGE, IF POSSIBLE, TO HAVE THESE LINES DE-ENERGIZED WHEN THE WORK REACHES THEIR IMMEDIATE VICINITY. THE COST OF SUCH TEMPORARY ARRANGEMENTS WOULD BE BORNE BY THE CONTRACTOR. IF DE-ENERGIZATION IS FEASIBLE, THE CONTRACTOR MUST GIVE SALT RIVER PROJECT AT LEAST TWO DAYS ADVANCE NOTICE OF HIS REQUIREMENT.

NOTE: SALT RIVER PROJECT MAINTAINS ENERGIZED AERIAL ELECTRICAL POWER LINES IN THE VICINITY OF THE REFERENCED SITE. DO NOT ASSUME THESE LINES TO BE INSULATED. CONSTRUCTION PERSONNEL WORKING IN PROXIMITY TO THESE LINES ARE EXPOSED TO AN EXTREME HAZARD FROM ELECTRICAL SHOCK. THE CONTRACTORS, THEIR EMPLOYEES, AND ALL OTHER PERSONNEL WORKING AT THIS SITE MUST BE WARNED OF THE DANGER AND INSTRUCTED TO TAKE ADEQUATE PROTECTIVE MEASURES.
UNDER THE TERMS OF TITLE 40, ARTICLE 6.4, CHAPTER 2 OF ARIZONA REVISED STATUES, THE RESPONSIBILITY FOR NOTIFICATION RESTS WITH THE "PERSON OR BUSINESS ENTITY" CONTRACTING TO PERFORM ANY FUNCTION, ACTIVITY, WORK OR OPERATION IN CLOSER PROXIMITY TO ANY HIGH-VOLTAGE OVERHEAD LINE THAN PERMITTED BY THIS ARTICLE. OSHA STANDARD 1926.550 (a) (15) ALSO PRESCRIBES MINIMUM WORKING CLEARANCES TO BE OBSERVED IN THE PLANNING OF WORK ACTIVITIES. WHEN WORKING CLEARANCES ARE NOT ADEQUATE UNDER THE TERMS OF APPLICABLE LAWS, PERSONS OR BUSINESS ENTITIES SHOULD BE INSTRUCTED TO CALL SALT RIVER PROJECT AT 236-8888 TO ARRANGE FOR PROTECTIVE MEASURES WHICH INCLUDE DE-ENERGIZING OR RELOCATING THE LINES PRIOR TO WORKING IN THE IMMEDIATE VICINITY. THE COST OF SUCH TEMPORARY ARRANGEMENTS SHALL BE BORNE BY THE PERSON OR BUSINESS ENTITY AS REFERENCED ABOVE. SALT RIVER PROJECT SHOULD BE NOTIFIED SEVERAL DAYS IN ADVANCE BY THE PERSON OR BUSINESS ENTITY SO AS TO ALLOW SUFFICIENT TIME TO ADJUST ITS FACILITIES.

UTILITY NOTES

1. THESE PLANS HAVE BEEN SUBMITTED TO THE FOLLOWING UTILITY COMPANIES AND THE WORK CONTAINED IN THESE PLANS HAS BEEN APPROVED BY THESE COMPANIES WITHIN THEIR AREA OF INTEREST. THE SIZE AND LOCATIONS, AS SHOWN, OF THE GAS, TELEPHONE AND POWER LINES, AND CONNECTIONS AGREE WITH THE INFORMATION CONTAINED IN THE UTILITY COMPANY'S RECORDS. WHERE THE WORK TO BE DONE CONFLICTS WITH ANY OF THESE UTILITIES, THE CONFLICTS SHALL BE RESOLVED AS SPECIFIED IN THE SPECIAL PROVISIONS AND/OR AS OTHERWISE NOTED ON THESE PLANS. CONFLICTS ARISING DURING THE COURSE OF CONSTRUCTION FROM UNFORESEEN CIRCUMSTANCES SHALL BE REPORTED TO THE INTERESTED UTILITY COMPANY AND BE RESOLVED BY THEM AND THE DESIGN ENGINEER.
2. THE CITY WILL NOT PARTICIPATE IN THE COST OF CONSTRUCTION OR UTILITY RELOCATION.

SALT RIVER POWER DISTRICT	LOIS BAGHDASARIAN 9-20-91	
	COMPANY REPRESENTATIVE CONTACTED	DATE
SRVWUA	HAROLD BIEVER	9-20-91
	COMPANY REPRESENTATIVE CONTACTED	DATE
ARIZONA PUBLIC SERVICE	N/A	
	COMPANY REPRESENTATIVE CONTACTED	DATE
U.S. WEST COMMUNICATIONS	CATHY CAMPBELL	9-20-91
	COMPANY REPRESENTATIVE CONTACTED	DATE
SOUTHWEST GAS COMPANY	ELTON BUELL	9-20-91
	COMPANY REPRESENTATIVE CONTACTED	DATE
CABLE T.V.	TODD GILLAM	9-20-91
	COMPANY REPRESENTATIVE CONTACTED	DATE
U.S. SPRINT	RIGHT-OF-WAY DEPT. 9-20-91	
	COMPANY REPRESENTATIVE CONTACTED	

ENGINEERS NOTES

1. THE ESTIMATED QUANTITIES SHOWN ARE FOR INFORMATION PURPOSES ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETENESS AND ACCURACY OF A DETAILED ESTIMATE BASED ON THESE PLANS, CURRENT CODES, AND SITE VISITATION.
2. A THOROUGH ATTEMPT HAS BEEN MADE TO SHOW THE LOCATIONS OF ALL UNDERGROUND OBSTRUCTIONS AND UTILITY LINES IN THE WORK AREA. HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO OBSTRUCTIONS AND UTILITY LINES ENCOUNTERED DURING CONSTRUCTION AND SHALL DETERMINE THE EXACT LOCATION OF UTILITIES IN ADVANCE OF CONSTRUCTION.

SHEET INDEX MAP

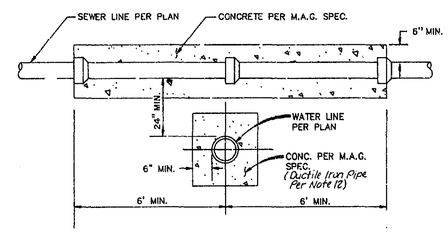
SHEET INDEX
PHASE 1 SHT 4
PHASE 2 SHTS 2 & 3
PHASE 3 SHTS 5 & 6

LEGEND

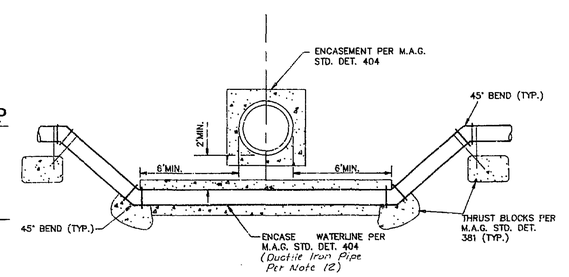
EXISTING	DESCRIPTION	PROPOSED
	SURVEY MARKER	
	CURB & GUTTER	
	SIDEWALK	
	EXTRUDED/SINGLE CURB	
(T.C. 71.60)	TOP OF CURB ELEVATION	T.C. 71.60
(G. 71.10)	GUTTER ELEVATION	G. 71.10
(P. 71.60)	PAVEMENT ELEVATION	P. 71.60
(71.0)	SPOT ELEVATION	FG 71.60
	A.C. PAVEMENT	
W	WATER LINE AND VALVE	
	FIRE HYDRANT	
S	SEWER LINE & MANHOLE	
C.O.	SEWER CLEANOUT	C.O.
S	STORM DRAIN & MANHOLE	
	CONC. WATER ENCASEMENT	
	INDICATES WATER LINE TO BE CONSTRUCTED BELOW 4" SEWER TAPS	
	LIMITS OF PHASE/ING	

UTILITIES & SERVICE

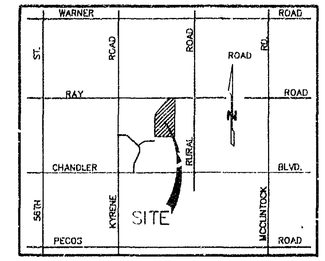
SANITARY SEWER	CITY OF CHANDLER
WATER	CITY OF CHANDLER
TELEPHONE	U.S. WEST COMMUNICATIONS
REFUSE DISPOSAL	CITY OF CHANDLER
POWER	SALT RIVER PROJECT
FIRE PROTECTION	CITY OF CHANDLER
POLICE PROTECTION	CITY OF CHANDLER
STREET MAINTENANCE	CITY OF CHANDLER
CABLE T.V.	DIMENSION CABLE



ENCASEMENT DETAIL
M.A.G. STD. DET. 404



WATERLINE DIP DETAIL



VICINITY MAP

ENGINEER
WOOD, PATEL & ASSOCIATES, INC.
4105 N. 20TH STREET
SUITE 130
PHOENIX, ARIZONA 85016
(602) 957-3149

DEVELOPER
PULTE HOME CORPORATION
1430 W. BROADWAY RD.
SUITE A-200
TEMPE, ARIZONA 85282
(602) 968-9100

BENCHMARK
SEC. 26 T.1S., R.4E. CITY OF CHANDLER BRASS CAP FLUSH AT THE INTERSECTION OF JENTILLY LANE AND JOSHUA BOULEVARD.
ELEVATION = 1171.56 (CITY OF CHANDLER DATUM) C.M.C.M. #4

PHASING NOTE
PHASE 1M IS THE MODEL PHASE

ESTIMATED QUANTITIES

DESCRIPTION	△ PHASE 1M	PHASE 1	PHASE 2	PHASE 3
6" A.C.F. WATER PIPE	170 L.F.	△ 130 L.F.	1380 L.F.	2114 L.F.
8" A.C.P.	1129 L.F.	2641 L.F.	464 L.F.	2982 L.F.
6" V.B.&C.	2 EA.	– EA.	2 EA.	5 EA.
8" V.B.& C.	3 EA.	6 EA.	2 EA.	9 EA.
FIRE HYDRANT (COMP.)	4 EA.	5 EA.	2 EA.	11 EA.
6" X 2" TAPPED CAP	2 EA.	1 EA.	– EA.	– EA.
8" X 2" TAPPED CAP	2 EA.	2 EA.	1 EA.	1 EA.
3/4" WATER SERVICE	23 EA.	53 EA.	29 EA.	91 EA.
WATER LINE DIP	2 L.F.	1 L.F.	3 L.F.	6 L.F.
CONC. WATER ENCASEMENT	96 L.F.	228 L.F.	180 L.F.	372 L.F.
REMOVE EXIST. 8" CAP & CONNECT NEW 8" A.C.P.	1 EA.	– EA.	1 EA.	– EA.
REMOVE EXIST. 6" CAP & CONNECT NEW 6" A.C.P.	– EA.	– EA.	– EA.	– EA.
6" M.J.D.I.P.	1 L.F.	– L.F.	– L.F.	– L.F.
8" M.J.D.I.P.	– L.F.	2 L.F.	– L.F.	2 L.F.
12" A.C.P. WATER PIPE	– L.F.	– L.F.	– L.F.	1444 L.F.
12" V.B.&C.	– EA.	– EA.	– EA.	2 EA.
12" X 2" TAPPED CAP	– EA.	– EA.	– EA.	1 EA.
REMOVE EXIST. 12" CAP & CONNECT NEW 10" A.C.P.	– EA.	– EA.	– EA.	1 EA.

PHASE 1M
APPROVED FOR COMPLIANCE WITH CITY CODE:
BY _____ DATE _____
CITY ENGINEER
BY _____ DATE _____
CIVIL ENGINEER

BY _____ DATE 12-4-91
MARICOPA COUNTY HEALTH DEPARTMENT

PHASES 1&2 APPROVED FOR COMPLIANCE WITH CITY CODE:
BY _____ DATE 1/28/92
CITY ENGINEER
BY _____ DATE 1/28/92
CIVIL ENGINEER

PHASE 3 APPROVED FOR COMPLIANCE WITH CITY CODE:
BY _____ DATE 6/24/92
CITY ENGINEER
BY _____ DATE 6/24/92
CIVIL ENGINEER

△ CHANGED SHONNON COURT TO PHASE 1M

Two working days before you dig CALL FOR THE BLUE STAKES 263-1100 Blue Stake Center CALL COLLECT

Registered Professional Engineer — Certificate No. 25314 — G. THOMAS HENNESSY — Date Signed 9-8-92 — Arizona U.S.A.

PINE VIEW
WATER PLANS

WOOD/PATEL ASSOCIATES
Civil Engineers
Hydrologists
Land Surveyors

SCALE	SHEET
–	1 OF 6
DATE	JOB NO.
SEPT., 1991	91731
DESIGN G.T.S.	CHECK TH
DRAWN L.C.	FILE STSWI.DWG

WATER AS-BUILTS SHTS. 1-6 9-10-92 1-2249

WOOD / PATEL
ASSOCIATES
Civil Engineers
Hydrologists
Land Surveyors

Darrel E. Wood, P.E., R.L.S.
Ashok C. Patel, P.E., R.L.S.
James S. Campbell, P.E.
Lynn M. Thomas, P.E.
G. Thomas Hennessy, P.E.

See Exhibit dated
December 13, 1991

December 13, 1991
WP #91731

EXHIBIT "B"
LICENSE DESCRIPTION

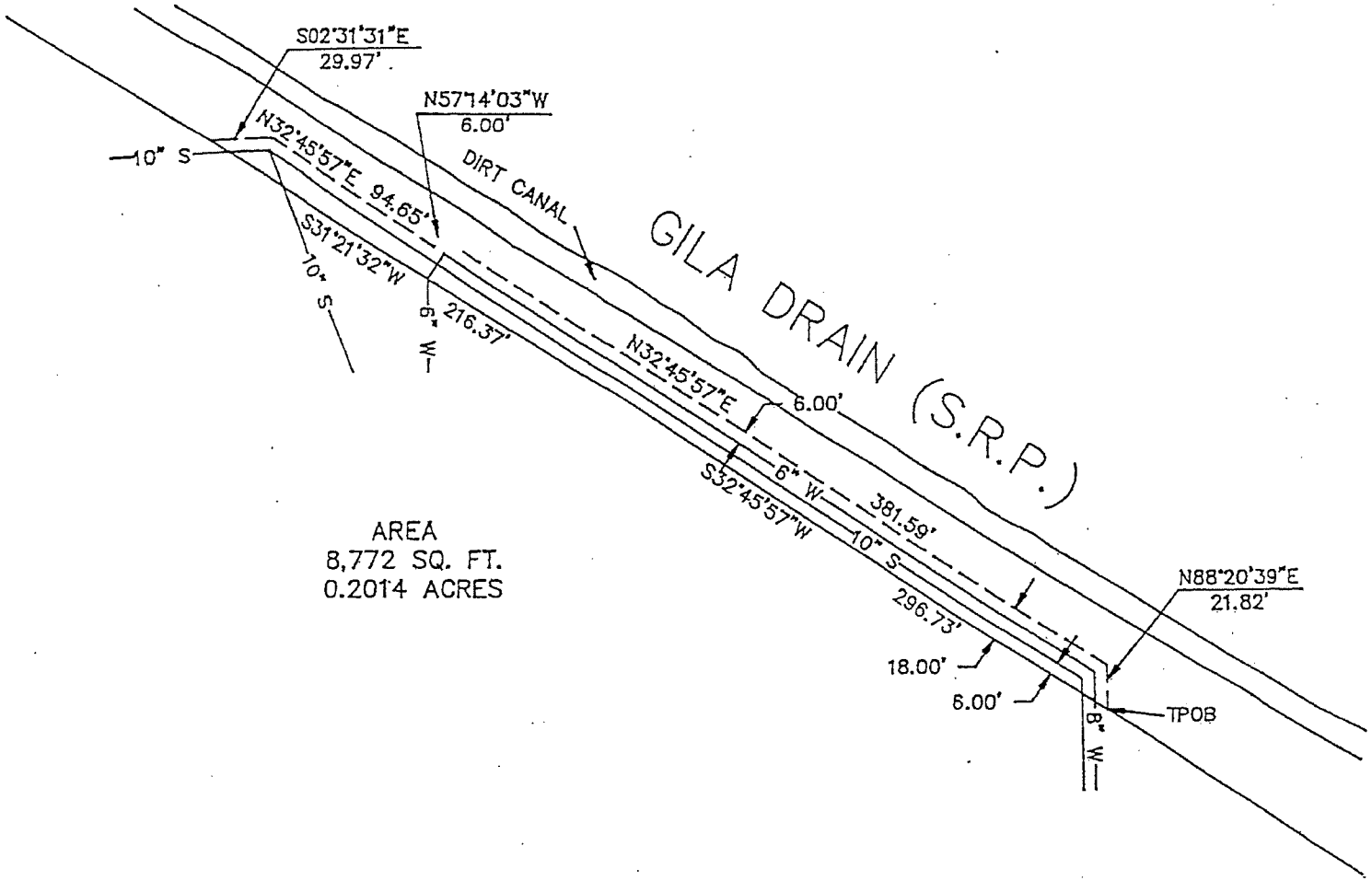
That portion of Northeast quarter of Section 27, Township 1 South, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 8;
THENCE South 87° 541 32" West, along the North line of said Section 27, 1791.50 feet;
THENCE South 32° 45' 57" West, 391.40 feet to the TRUE POINT OF BEGINNING.
THENCE South 32° 45' 57" West, 296.73 feet;
THENCE South 31° 21' 32" West, 216.37 feet;
THENCE North 02° 31' 31" West, 29.97 feet;
THENCE North 32° 45' 57" East, 94.65 feet;
THENCE North 57° 14' 03" West, 6.00 feet;
THENCE North 32° 45' 57" East, 381.59 feet;
THENCE North 88° 20' 39" East, 21.82 feet to the TRUE POINT OF BEGINNING.

Subject to existing rights-of-way and easements.

Said parcel of land containing 8,772 square feet or 0.2014 acres, more or less.

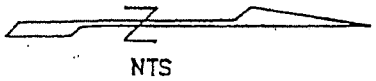
REGISTERED LAND SURVEYOR
16607
DARREL E. WOOD
11-16-9
ARIZONA, U.S.A.



AREA
8,772 SQ. FT.
0.2014 ACRES

JOB# 91731
DEC. 13, 1991

WOOD/PATEL
ASSOCIATES
Civil Engineers
Hydrologists
Land Surveyors
(602) 957-3149



City Council Memorandum **Public Works & Utilities** **Memo No.** UA23-093

Date: May 08, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: Simone Kjolsrud, Water Resources Manager
Subject: Resolution No. 5689 Authorizing the Sale of the Storage Capacity at the New River and Agua Fria River Underground Storage Project to Avondale

---

Proposed Motion:

Move City Council pass and adopt Resolution No. 5689, Authorizing the Sale of 18% of the Storage Capacity at the New River Agua Fria River Underground Storage Project to the City of Avondale; Authorizing the Lease of 8% of the Storage Capacity at the New River Agua Fria River Underground Storage Project; Approving the Execution of an Intergovernmental Agreement and Lease Agreement to Effectuate the Storage Capacity Sale and Lease Back; and Authorizing the City Manager to Take All Action Necessary or Prudent in Furtherance of the Storage Capacity Sale and Lease Back.

Background:

In 2007, the City of Chandler partnered with Salt River Project (SRP) and several other cities in the construction of the New River Agua Fria Underground Storage Project (NAUSP) in Glendale, Arizona. Chandler owns 22.8% of the NAUSP storage entitlement and utilizes the facility for aquifer recharge to meet state regulatory requirements for groundwater replenishment. However, water recharged at NAUSP is disconnected from Chandler's local aquifer and does not provide a local aquifer benefit. Redirecting water recharged at NAUSP to facilities located in Chandler provides a benefit to the local aquifer. The City's sustainable aquifer management goals prioritize replenishment in close proximity to the location of groundwater pumping.

The Reclaimed Water Interconnect Facility (RWIF) is planned to be constructed by

2024 and will allow Chandler to begin delivery of SRP surface water supplies to the Tumbleweed Park Recharge Facility instead of delivering that water to NAUSP in Glendale. The City of Avondale would like to purchase 18% of Chandler's 22.8% NAUSP storage entitlement and has agreed to lease back 8% of that storage capacity through 2026. Chandler will permanently retain 4.8% of the 22.8% NAUSP storage entitlement to provide operational flexibility in the winter months when additional recharge capacity may be needed. The 8% temporary lease back provides a transition period during the completion of additional conveyance infrastructure to deliver additional water to Tumbleweed Park. Conveyance of the majority of Chandler's NAUSP storage entitlement will greatly reduce Chandler's proportionate share of the annual operation and maintenance costs of the facility.

The sale agreement with Avondale involves transferring 18% of Chandler's storage capacity entitlement, but does not involve any transfer of long-term storage credits. NAUSP is utilized solely for aquifer replenishment to offset groundwater pumping that occurs in the same month. SRP surface water is not permitted to earn long-term storage credits, and Chandler does not utilize NAUSP for long-term storage. Thus, there is no negative impact to Chandler's long-term water rights or portfolio of available storage credits as part of this agreement.

Financial Implications:

The purchase price for the City of Avondale to acquire 18% of the Storage Capacity at the New River Agua Fria River Underground Storage Project is $5,753,237.13. The proceeds of the sale will be deposited in the City's water enterprise fund and be used to support future projects, including the related RWIF construction. During the term of the lease, Chandler will pay Avondale a proportionate share of the annual operating costs of the facility, equal to the percentage capacity assigned to Chandler annually.

Attachments

Resolution No. 5689

Exhibit A - Intergovernmental Agreement for the Conveyance of Rights

Exhibit B - Agreement for Temporary Assignment of Declared Firm Lease Capacity

RESOLUTION NO. 5689

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA AUTHORIZING THE SALE OF EIGHTEEN PERCENT (18%) OF THE STORAGE CAPACITY THE NEW RIVER AND AGUA FRIA RIVER UNDERGROUND STORAGE PROJECT TO AVONDALE; AUTHORIZING THE LEASE OF EIGHT PERCENT (8%) OF THE STORAGE CAPACITY THE NEW RIVER AND AGUA FRIA RIVER UNDERGROUND STORAGE PROJECT FROM AVONDALE; APPROVING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT AND LEASE AGREEMENT TO EFFECTUATE THE STORAGE CAPACITY SALE AND LEASE BACK; AND AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTION NECESSARY OR PRUDENT IN FURTHERANCE OF THE STORAGE CAPACITY SALE AND LEASE BACK.

WHEREAS, the cities of Chandler and Avondale are parties to and participants in the New River and Agua Fria River Underground Storage Project Intergovernmental Agreement dated August 4, 2004, as amended July 23, 2008 ("**NAUSP Agreement**"), together with the City of Glendale, the City of Peoria, the Salt River Valley Water Users' Association, and the Salt River Project Agricultural Improvement and Power District; and

WHEREAS, under the terms of the NAUSP Agreement, Chandler's water storage entitlement is twenty-two and eight tenths percent (22.8%) of the storage capacity of the New River and Agua Fria River Underground Storage Project ("**NAUSP**"); and

WHEREAS, Chandler is committed to sustainable aquifer management and prioritizes aquifer replenishment in close proximity to the location of groundwater pumping; and

WHEREAS, reducing NAUSP deliveries supports Chandler's aquifer management goals and priorities; and

WHEREAS, Chandler desires to sell, and Avondale desires to purchase, Chandler's storage entitlement equal to eighteen percent (18.0%) of the storage capacity of the NAUSP for a purchase price of five million seven hundred fifty-three thousand two hundred thirty-seven dollars and thirteen cents ($5,753,237.13); and

WHEREAS, the parties will execute the Intergovernmental Agreement for the Conveyance of Rights in the New River and Agua Fria River Underground Storage Project ("**IGA**") to effectuate the sale; and

WHEREAS, Avondale has agreed to lease back eight percent (8.0%) of the NAUSP storage capacity to Chandler for the period of July 1, 2023 through December 31, 2026 with an option to extend for an additional one-year period, providing Chandler with a total storage entitlement of twelve and eight tenths percent (12.8%) during the term of the Lease; and

WHEREAS, the parties will execute the Agreement for the Temporary Assignment of Declared Firm Lease Capacity in the New River and Agua Fria River Underground Storage Project (the "**Lease**") to effectuate the lease back.

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

Section 1. Authorizes and directs the City to sell eighteen percent (18.0%) of the NAUSP storage capacity, currently owned by the City of Chandler, to the City of Avondale for the purchase price of $5,753,237.13 pursuant to the IGA that is approved in substantially the form attached hereto as Exhibit "A."

Section 2. Authorizes and directs the City to lease eight percent (8%) of the NAUSP storage capacity from Avondale for the period of July 1, 2023 through December 31, 2026 with an option to renew for an additional one-year period pursuant to the Lease that is approved in substantially the form attached hereto as Exhibit "B."

Section 3. Authorizes the City Manager or designee to do and to perform all acts necessary or prudent to effectuate the sale and lease back of the storage entitlement as agreed to in the IGA and the Lease.

PASSED AND ADOPTED by the City Council this _____day of _____, 2023.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5689 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2023, and that a quorum was present thereat.

_____

CITY CLERK

APPROVED AS TO FORM

_____

CITY ATTORNEY

DMG

EXHIBIT “A”

When recorded, return to:

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

INTERGOVERNMENTAL AGREEMENT FOR THE CONVEYANCE OF RIGHTS IN THE NEW RIVER AND AGUA FRIA RIVER UNDERGROUND STORAGE PROJECT

This Intergovernmental Agreement for the Conveyance of Rights in the New River and Agua Fria River Underground Storage Project ("**Agreement**") is entered into this _____ day of _____, 2023 ("**Effective Date**"), by and between the City of Chandler, an Arizona municipal corporation ("**Chandler**"), and the City of Avondale, an Arizona municipal corporation ("**Avondale**"). Chandler and Avondale are referred to collectively in this Agreement as "Parties" and each may be referred to individually as a "Party."

RECITALS

A. Arizona Revised Statutes §§ 11-951 through 11-954 authorize Chandler and Avondale to enter into this Agreement.

B. Chandler and Avondale are parties to and Participants in that certain New River and Agua Fria River Underground Storage Project Intergovernmental Agreement dated August 4, 2004, as amended July 23, 2008 ("**NAUSP Agreement**"), together with the City of Glendale, the City of Peoria, the Salt River Valley Water Users' Association, and the Salt River Project Agricultural Improvement and Power District.

C. Any capitalized term used in this Agreement and not otherwise defined shall have the meaning given in the NAUSP Agreement. Except as set forth in Section 8 below, to the extent any provision of this Agreement conflicts with the provisions of the NAUSP Agreement, the NAUSP Agreement shall control.

D. The NAUSP Agreement sets forth the terms for the construction, maintenance, operation, and rights in the New River and Agua Fria River Underground Storage Project ("**NAUSP**") located generally at the northeast corner of Ball Park Boulevard and the alignment for Bethany Home Road in Glendale, Arizona.

E. Under the terms of the NAUSP Agreement, Chandler's Storage Entitlement is 22.8% of the Storage Capacity of the NAUSP.

F. Chandler desires to sell, and Avondale desires to purchase, Chandler's Storage Entitlement equal to 18.0% of the Storage Capacity of the NAUSP, subject to the lease back provisions and other terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and representations set forth in this Agreement, including without limitation the Recitals, Chandler and Avondale agree as follows.

AGREEMENT

1. Incorporation of Recitals. The Recitals set forth above are incorporated as binding terms of this Agreement.

2. Term. Subject to the provisions of Section 8, this Agreement shall remain in effect until:

2.1 Closing as defined in Section 3 of this Agreement; and

2.2 Execution of the Lease as provided in Section 5 of this Agreement.

3. Conveyance of 18% of Chandler's Storage Entitlement to Avondale.

3.1 Not later than June 30, 2023 ("**Closing Date**"), Avondale agrees to pay Chandler the sum of $5,753,237.13 ("**Purchase Price**") as and for Chandler's Storage Entitlement equal to 18% of the Storage Capacity of the NAUSP.

3.2 Upon receipt of the Purchase Price, Chandler shall provide written confirmation to Avondale and other Participants that the conveyance of Chandler's Storage Entitlement to Avondale as described in this Agreement is final and effective as of the Closing Date (**"Closing"**).

3.3 Upon Closing, Chandler shall retain a Storage Entitlement of 4.8% of the Storage Capacity of the NAUSP.

4. Retention of Rights. Chandler shall retain all rights and privileges associated with water stored in the NAUSP by Chandler.

5. Leaseback.

5.1 Commencing on the first day of the month following Closing, Avondale agrees to lease back to Chandler a portion of the Storage Entitlement conveyed under this Agreement under a Temporary Assignment of Declared Firm Lease Capacity in substantially the form attached as Exhibit "A" (**"Lease"**).

5.2 Avondale shall lease back to Chandler a Storage Entitlement equal to 8.0% of the Storage Capacity of the NAUSP.

5.3 During the term of the Lease, Chandler's total Storage Entitlement shall be 12.8%.

6. Notices. Unless otherwise specifically provided in this Agreement, or unless written notice of a change of address has been previously given under this Section, all notices, demands or other communication given hereunder shall be in writing and shall be deemed to have been duly delivered upon (A) personal delivery, (B) delivery by a recognized overnight courier (e.g., Federal Express, United Parcel Service) for next business day delivery, or (C) as of the fifth business day after mailing by United States certified mail, postage prepaid, addressed as follows:

To Chandler: Public Works & Utilities Director
City of Chandler
P. O. Box 4008
Mail Stop 905
Chandler, AZ 85244-4008

With a copy to: Chandler City Attorney
P.O. Box 4008
Mail Stop 602
Chandler, AZ 85244-4008

To Avondale: City of Avondale, Arizona
11465 West Civic Center Drive
Avondale, Arizona 85323
Attention: City Manager

7. Indemnification.

7.1 Chandler shall indemnify and defend Avondale and its officers and employees, collectively, against any and all losses, damages, liabilities, deficiencies, claims, actions, judgment, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, relating to, arising out of, or resulting from any third-party claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity or otherwise ("**Claim**"), alleging a breach of this Agreement by Chandler, a negligent or more culpable act or omission of Chandler or any of its representatives (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement, any failure by Chandler to comply with applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement, or any Claim arising out of the foregoing conduct by Chandler or its representatives in connection with the performance of its rights or obligations under the NAUSP Agreement prior to the Effective Date of this Agreement and continuing through the Term of this Agreement.

7.2 Avondale shall indemnify and defend Chandler and its officers and employees, collectively, against any and all losses, damages, liabilities, deficiencies, claims, actions, judgment, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, relating to, arising out of, or resulting from any third-party claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity or otherwise ("**Claim**"), alleging a breach of this Agreement by Avondale, a negligent or more culpable act or omission of Avondale or any of its representatives (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement, any failure by Avondale to comply with applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement, or any Claim arising out of the foregoing conduct by Avondale or its representatives in connection with the performance of its rights or obligations under the NAUSP Agreement from and after the Effective Date.

7.3 The obligations of the Parties under this Section shall survive the termination of this Agreement and the NAUSP Agreement.

8. Termination. Either Party may terminate this Agreement for cause upon written notice to the other Party. The non-terminating Party shall have ten days after issuance of the notice to remedy the cause for which the notice was issued, after which the Agreement shall terminate. Upon termination and as applicable the Purchase Price shall be refunded, and any Storage Entitlement conveyed under this Agreement shall be returned with notice to the other Participants.

9. Additional Matters.

9.1 This Agreement shall be governed by and construed under the laws of the State of Arizona. This Agreement is subject to the provisions of A.R.S. § 38-511. This Agreement shall be deemed made and entered into in Maricopa County, Arizona.

9.2 Chandler and Avondale each believe that the execution, delivery, and performance of this Agreement comply with all applicable laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring the Parties to do any act in violation of any applicable constitutional provision, law, regulation, code, or charter), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed Agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. The Parties further agree, in such circumstances, to perform all such acts as reasonably requested by the other Party from time to time and to execute all amendments, instruments, and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

9.3 The failure of any Party to exercise any right, power, or remedy given to it under this Agreement, or to insist upon strict compliance with it, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach, nor a

waiver by either Party of its rights at any time to require exact and strict compliance with all of the terms of this Agreement.

9.4 This Agreement constitutes the entire Agreement between Chandler and Avondale with respect to its subject matter, and all agreements, oral or written, entered into prior to this Agreement are revoked and superseded by this Agreement. This Agreement may not be changed, modified, or amended, except in writing, signed by all Parties, and any attempt at oral modification of this Agreement shall be void and of no effect. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

9.5 In the event of any dispute between the Parties in connection with this Agreement, the Party prevailing in such action or proceeding (excluding mediation) shall be entitled to recover from the other Party all of its costs and fees, including reasonable attorneys' fees; provided, however, that no such awarded amount shall be payable until (A) the court in question has made a finding that one or the other Party is the "prevailing party" in such proceeding, and (B) a final order of judgment is entered by a court of competent jurisdiction for which any time for appeal has expired without appeal, or where applicable, the mandate of an appellate court of competent jurisdiction shall issue.

9.6 Any action brought to interpret, enforce, or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa (or as may be appropriate, in the Justice Courts of Maricopa County, Arizona, or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks or declines jurisdiction over such action). The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action except in accordance with the terms of this Section.

9.7 It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Chandler and Avondale. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization, or corporation not a Party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

9.8 Attached to this Agreement and incorporated by reference is the written determination of each Party's legal counsel that each Party is authorized under the laws of the State of Arizona to enter into this Agreement and that the Agreement is in proper form.

9.9 Each Party agrees to execute and carry out all such further documents, instruments, or acts as reasonably may be necessary to give full effect to this Agreement.

9.10 Chandler shall record a fully executed copy of this Agreement in the Office of the Maricopa County Recorder.

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties have executed this Agreement on this ____ day of _____, 2023.

CITY OF CHANDLER, an Arizona municipal corporation

By _____
Mayor Kevin Hartke

ATTEST:

By _____
City Clerk

CITY OF AVONDALE, an Arizona municipal corporation

By _____
Mayor Kenneth Weise

ATTEST:

By _____
City Clerk

APPROVAL OF THE CHANDLER CITY ATTORNEY

Pursuant to Arizona Revised Statutes § 11-951 through § 11-954, I have reviewed the foregoing intergovernmental agreement between the City of Chandler and the City of Avondale and declare this Agreement to be in proper form and within the powers and authority granted to the City of Chandler under the laws of the State of Arizona.

No opinion is expressed as to the authority of the City of Avondale to enter into this Agreement.

DATED this _____ day of _____, 2022.

_____
Kelly Y. Schwab
Chandler City Attorney DMG

APPROVAL OF AVONDALE CITY ATTORNEY

Pursuant to Arizona Revised Statutes § 11-951 through § 11-954, I have reviewed the foregoing intergovernmental agreement between the City of Chandler and the City of Avondale and declare this Agreement to be in proper form and within the powers and authority granted to the City of Avondale under the laws of the State of Arizona.

No opinion is expressed as to the authority of the City of Chandler to enter into this Agreement.

DATED this _____ day of _____, 2022.

_____
Nicholle Harris
Avondale City Attorney

EXHIBIT “B”

When recorded, return to:

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

AGREEMENT FOR THE TEMPORARY ASSIGNMENT OF DECLARED FIRM LEASE CAPACITY IN THE NEW RIVER AND AGUA FRIA RIVER UNDERGROUND STORAGE PROJECT

This Agreement for the Temporary Assignment of Declared Firm Lease Capacity in the New River and Agua Fria River Underground Storage Project ("**Lease**") is entered into this _____ day of _____, 2023 ("**Effective Date**"), by and between the City of Chandler, an Arizona municipal corporation ("**Chandler**"), and the City of Avondale, an Arizona municipal corporation ("**Avondale**"). Chandler and Avondale are referred to collectively in this Lease as "Parties" and each may be referred to individually as a "Party."

RECITALS

A. Chandler and Avondale are parties to and Participants in that certain New River and Agua Fria River Underground Storage Project Intergovernmental Agreement dated August 4, 2004, as amended July 23, 2008 ("**NAUSP Agreement**"), together with the City of Glendale, the City of Peoria, the Salt River Valley Water Users' Association, and the Salt River Project Agricultural Improvement and Power District.

B. Any capitalized term used in this Agreement and not otherwise defined shall have the meaning given in the NAUSP Agreement.

C. To the extent any provision of this Agreement conflicts with the provisions of the NAUSP Agreement, the NAUSP Agreement shall control.

D. The NAUSP Agreement sets forth the terms for the construction, maintenance, operation, and leasing of rights in the New River and Agua Fria River Underground Storage Project ("**NAUSP**") located generally at the northeast corner of Ball Park Boulevard and the alignment for Bethany Home Road in Glendale, Arizona.

E. Effective _____, 2023, Chandler and Avondale entered into an Intergovernmental Agreement for the Conveyance of Rights in the NAUSP (**"Conveyance IGA"**)

under which Chandler conveyed to Avondale Chandler's Storage Entitlement equal to 18.0% of the Storage Capacity of the NAUSP.

F. Chandler retains a Storage Entitlement of 4.8% of the Storage Capacity of the NAUSP.

G. The Conveyance IGA requires Avondale to lease back to Chandler a Storage Entitlement equal to 8.0% of the Storage Capacity of the NAUSP.

NOW, THEREFORE, in consideration of the mutual promises and representations set forth in this Lease and in the Conveyance IGA, including without limitation the Recitals, Chandler and Avondale agree as follows.

AGREEMENT

1. Incorporation of Recitals. The Recitals set forth above are incorporated as binding terms of this Agreement.

2. Term. The term of this Lease shall commence on July 1, 2023, and end on December 31, 2026.

3. Retention of Rights. Chandler shall retain all rights and privileges associated with water stored in the NAUSP by Chandler as of the termination of this Lease.

4. Temporary Assignment of Declared Firm Lease Capacity. Avondale agrees to assign to Chandler a Storage Entitlement equal to 8.0% of the Storage Capacity of the NAUSP through calendar year 2026, under the terms and conditions provided in Sections 4.8, 7.4, and 15.3 of the NAUSP Agreement for the temporary assignment of Declared Firm Lease Capacity by one Participant to another. During the term of this Lease, Chandler's total Storage Entitlement shall be 12.8%.

5. Option to Extend. Chandler shall have the option to extend the Term of this Lease for an additional 12 months until December 31, 2027, by providing written notice to Avondale no later than October 2, 2026, of its intent to exercise the option.

6. Price. Chandler shall pay Avondale a percentage of its annual Operating Costs as determined under Section 12 of the NAUSP Agreement that is proportional to the share of Avondale's Firm Lease Capacity assigned to Chandler annually under this Lease. Such price shall be prorated monthly for any period of less than 12 months.

7. Notices. Unless otherwise specifically provided in this Agreement, or unless written notice of a change of address has been previously given under this Section, all notices, demands or other communication given hereunder shall be in writing and shall be deemed to have been duly delivered upon (A) personal delivery, (B) delivery by a recognized overnight courier (e.g., Federal Express, United Parcel Service) for next business day delivery, or (C) as of the fifth business day after mailing by United States certified mail, postage prepaid, addressed as follows:

To Chandler: Public Works & Utilities Director

City of Chandler
P. O. Box 4008
Mail Stop 905
Chandler, AZ 85244-4008

With a copy to: Chandler City Attorney
P.O. Box 4008
Mail Stop 602
Chandler, AZ 85244-4008

To Avondale: City of Avondale, Arizona
11465 West Civic Center Drive
Avondale, Arizona 85323
Attention: City Manager

8. Additional Matters.

8.1 This Agreement shall be governed by and construed under the laws of the State of Arizona. This Agreement is subject to the provisions of A.R.S. § 38-511. This Agreement shall be deemed made and entered into in Maricopa County, Arizona.

8.2 Chandler and Avondale each believe that the execution, delivery, and performance of this Agreement comply with all applicable laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring the Parties to do any act in violation of any applicable constitutional provision, law, regulation, code, or charter), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed Agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. The Parties further agree, in such circumstances, to perform all such acts as reasonably requested by the other Party from time to time and to execute all amendments, instruments, and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

8.3 The failure of any Party to exercise any right, power, or remedy given to it under this Agreement, or to insist upon strict compliance with it, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach, nor a waiver by either Party of its rights at any time to require exact and strict compliance with all of the terms of this Agreement.

8.4 This Agreement constitutes the entire Agreement between Chandler and Avondale with respect to its subject matter, and all agreements, oral or written, entered into prior to this Agreement are revoked and superseded by this Agreement. This Agreement may not be changed, modified, or amended, except in writing, signed by all Parties, and any attempt at oral modification of this Agreement shall be void and of no effect. This Agreement may be executed

in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

8.5 In the event of any dispute between the Parties in connection with this Agreement, the Party prevailing in such action or proceeding (excluding mediation) shall be entitled to recover from the other Party all of its costs and fees, including reasonable attorneys' fees; provided, however, that no such awarded amount shall be payable until (A) the court in question has made a finding that one or the other Party is the "prevailing party" in such proceeding, and (B) a final order of judgment is entered by a court of competent jurisdiction for which any time for appeal has expired without appeal, or where applicable, the mandate of an appellate court of competent jurisdiction shall issue.

8.6 Any action brought to interpret, enforce, or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa (or as may be appropriate, in the Justice Courts of Maricopa County, Arizona, or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks or declines jurisdiction over such action). The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action except in accordance with the terms of this Section.

8.7 It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Chandler and Avondale. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization, or corporation not a Party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

8.8 Attached to this Agreement and incorporated by reference is the written determination of each Party's legal counsel that each Party is authorized under the laws of the State of Arizona to enter into this Agreement and that the Agreement is in proper form.

8.9 Each Party agrees to execute and carry out all such further documents, instruments, or acts as reasonably may be necessary to give full effect to this Agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties have executed this Lease on this ____ day of _____, 2023.

CITY OF CHANDLER, an Arizona municipal corporation

By _____
Mayor Kevin Hartke

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney DMG

CITY OF AVONDALE, an Arizona municipal corporation

By _____
Mayor Kenneth Weise

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. UA23-094

Date:	May 08, 2023
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Andy Bass, Deputy City Manager John Knudson, Public Works and Utilities Director
From:	Tabitha Sauer, Solid Waste Manager
Subject:	Purchase of Paseo Vista Landfill Improvements

Proposed Motion:

Move City Council approve the purchase of Paseo Vista Landfill improvements, from Tetra Tech BAS, Inc., utilizing Maricopa County Contract No. 200217-ITN, in an amount not to exceed $200,000.

Background/Discussion:

A condition assessment was recently completed of the City's retired solid waste landfill existing beneath the Paseo Vista Recreation Area, located at the northwest corner of McQueen and Ocotillo roads. This assessment recommended certain tasks were necessary to rehabilitate and improve mechanical systems necessary for the long term maintenance and observation of this facility as required by the Arizona Department of Environmental Quality. This agreement will allow for many of the recommended improvements at the closed Paseo Landfill to be completed. The project scope of work includes needed repairs of the gas collection wells, probes, leachate system, condensate pumps, flare and groundwater wells.

Evaluation:

Maricopa County competitively solicited and awarded a contract for environmental services to Tetra Tech BAS, Inc. The City has an agreement with Maricopa County allowing for the cooperative use of its contracts. The Maricopa County contract is valid through October 31, 2024. Staff recommends the cooperative use of this contract to expedite the completion of the needed improvements.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
625.3710.6210.6SW497	Solid Waste Services	Paseo Vista Recreation Improvements	$200,000	Y

City Council Memorandum Public Works & Utilities Memo No. ST23-023

Date:	May 08, 2023
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Andy Bass, Deputy City Manager John Knudson, Public Works and Utilities Director
From:	Kevin Lair, Transportation Senior Manager
Subject:	Purchase of an Asphalt Patch Truck

Proposed Motion:

Move City Council approve the purchase of an Asphalt Patch Truck, from Balar Equipment, utilizing Sourcewell Contract No. 080521-PBL,
in the amount of $264,138.10.

Background/Discussion:

The Transportation Division is responsible for the maintenance of 2,090 lane miles of paved streets. Current asphalt maintenance includes edge milling and patching of asphalt, crack sealing, and pothole repair. The Streets asphalt staff uses many pieces of equipment and vehicles to maintain those paved streets.

One of the vehicles utilized by the crew is a hot asphalt patch truck. This truck transports hot asphalt to milling and patching projects and pothole patching locations throughout the city. The Fleet Advisory Committee has recommended this 15-year old asphalt truck, with 95,109 miles (V#08402), for replacement after considering the vehicle's age, maintenance history, poor reliability, and projected cost to operate.

Evaluation:

Sourcewell competitively solicited and awarded a contract for roadway maintenance equipment, including asphalt patchers to Balar Equipment. The City has a current agreement with Sourcewell allowing for the cooperative use of its contracts. Staff recommends cooperative use of Sourcewell Contract No. 080521-PBL, with Balar Equipment, because the requested product has performed well, Fleet Services staff is trained on repair, and the truck operators are familiar with the operation. The Sourcewell contract also offers 10% discount and is valid through October 11, 2025.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.3310.6419.0000.6ST724	Capital General Fund	Hot Asphalt Patch Truck Replacement	$224,000.00	Y
215.3310.6517.0000.6ST724	Highway User Revenue Fund	Hot Asphalt Patch Truck Replacement	$40,138.10	Y

City Council Memorandum Public Works & Utilities Memo No. ST23-022

Date:	May 08, 2023
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Andy Bass, Deputy City Manager John Knudson, Public Works and Utilities Director
From:	Kevin Lair, Transportation Senior Manager
Subject:	Purchase of Traffic Bucket Truck

Proposed Motion:

Move City Council approve the purchase of a bucket truck, from Altec, Inc., utilizing Sourcewell Contract No. 110421-ALT, in the amount of $272,495.

Background/Discussion:

The Transportation Division is responsible for the maintenance of 224 signalized intersections and over 29,515 streetlights. The Traffic Operations staff utilize a bucket truck to service the signals and streetlights. A bucket truck is a service vehicle with an aerial lift device mounted to it. The truck must carry tools, equipment, parts, and staff to the work site and provide a safe aerial lifting device that can reach the top of all City streetlights and traffic signals.

Staff currently operates a nine-year-old bucket truck with 93,000 miles (V#14175), that the Fleet Advisory Committee (FAC) has recommended for replacement. The FAC considered the vehicle's current tasking, maintenance history, reliability, and projected cost to operate before making the replacement recommendation.

Evaluation:

Sourcewell competitively solicited and awarded a contract for bucket trucks to Altec, Inc. The City has a current agreement with Sourcewell allowing for the cooperative use of its contracts. Staff recommends cooperative use of Sourcewell Contract No. 110421-ALT, with Altec, Inc., because the requested product has performed well, Fleet Services staff is trained on repair, and the bucket truck

operators are familiar with the operation. The Sourcewell contract is valid through December 27, 2025.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.3310.6419.0000.6ST715	Capital General	Bucket Truck Replacements	$190,000.00	Y
411.3310.6517.0000.6ST715	GO Bonds	Bucket Truck Replacements	$82,495.00	Y

City Council Memorandum Management Services Memo No. 23-041

Date: May 08, 2023
To: Mayor and Council
Joshua H. Wright, City Manager
Thru: Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Assistant Director
From: Danielle Wells, Revenue and Tax Senior Manager
Subject: Special Event Liquor Licenses and Temporary and Permanent Extensions of Liquor License Premises Administratively Approved

---

Background/Discussion

Staff works directly with the requestor and the Arizona Department of Liquor Licenses and Control (DLLC) on liquor licenses for Special Events, Temporary Extensions of Premises, and Permanent Extensions of Premises. All requirements for Special Events and Temporary Extensions of Premises are reviewed by staff through the applicable committee (Special Events Committee for Special Events on City property or the Temporary Sales and Promotional Events (TSPE) Committee for Special Events on private property), and Code requirements for Permanent Extension of Premises are reviewed by the Planning Division for Council action. Related Planning City Code requirements that require City Council action include: Permanent Extension of a Bar Series 6 or 7 requires a Use Permit to expand the footprint and any Permanent Extension with entertainment added or expanded requires an Entertainment Use Permit (EUP).

Attachments

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

May 11, 2023

Special Event Liquor and Extensions of Liquor Premises Approvals

Special Event Liquor Licenses

Organization Name: One Small Step Inc., DBA One Small Step
Applicant: Leslie Ruiz-Friesen
Event Details: Beemers & Keys Fundraiser, on Saturday, April 15, 2023 from 6:00 p.m. until 9:00 p.m.
Location: Chandler BMW, 7455 W. Orchid Lane

Organization Name: Lost Our Home Pet Foundation Inc., DBA Lost Our Home Pet Rescue
Applicant: Jodi Polanski
Event Details: Desert Night Market, on Saturday, April 22, 2023 from 4:00 p.m. until 8:00 p.m.
Location: The Copper House, 158 W. Boston Street

Organization Name: Chandler Education Foundation Inc., DBA Chandler Education Foundation
Applicant: Jennifer S. Hewitt
Event Details: Cinco De Mayo Celebration-5th Anniversary Celebration, on Friday, May 5, 2023 from 10:00 a.m. until 2:00 a.m. and Saturday, May 6, 2023 from 10:00 a.m. until 2:00 a.m.
Location: Ghett Yo Taco, 241 S. Oregon Street

Temporary Extensions of Liquor License Premises

Business Name: Celoni Hospitality, LLC DBA Recreo
Applicant: Camila Alarcon
Extension Purpose: Cinco de Mayo on Friday, May 5, 2023 from 10:00 a.m. until 2:00 a.m.
Location: Recreo, 28 S. San Marcos Place

Business Name: La Ristra II, LLC, DBA LA Ristra
Applicant: John Gabaldon
Extension Purpose: Cinco de Mayo on Friday, May 5, 2023 from 11:00 a.m. until 11:00 p.m.
Location: La Ristra, 140 N. Arizona Avenue #110

Permanent Extensions of Liquor License Premises

N/A