City Council Regular Meeting

Thursday, June 15, 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.

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.

Pursuant to Resolution No. 4464 of the City of Chandler and to A.R.S. 38-431.02, notice is hereby given to the members of the Chandler City Council and to the general public that the Chandler City Council will hold a REGULAR MEETING open to the public on Thursday, June 15, 2023, at 6:00 p.m., in the Chandler City Council Chambers, 88 E. Chicago Street, Chandler, Arizona. One or more members of the Chandler City Council may attend this meeting by telephone.

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

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

Regular Meeting Agenda

City Council Strategic Framework Focus Areas: Legend

Community Safety
Neighborhoods
Quality of Life
Sustainability and Technology
Connectivity
Economic Vitality

Call to Order

Roll Call

Invocation - Dr. Roy Cheriyan, International Assembly of God

Pledge of Allegiance

Consent Agenda

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

Proposed Motion: Move to approve the Consent Agenda of the June 15, 2023, Regular Meeting, Items 1 - 23.

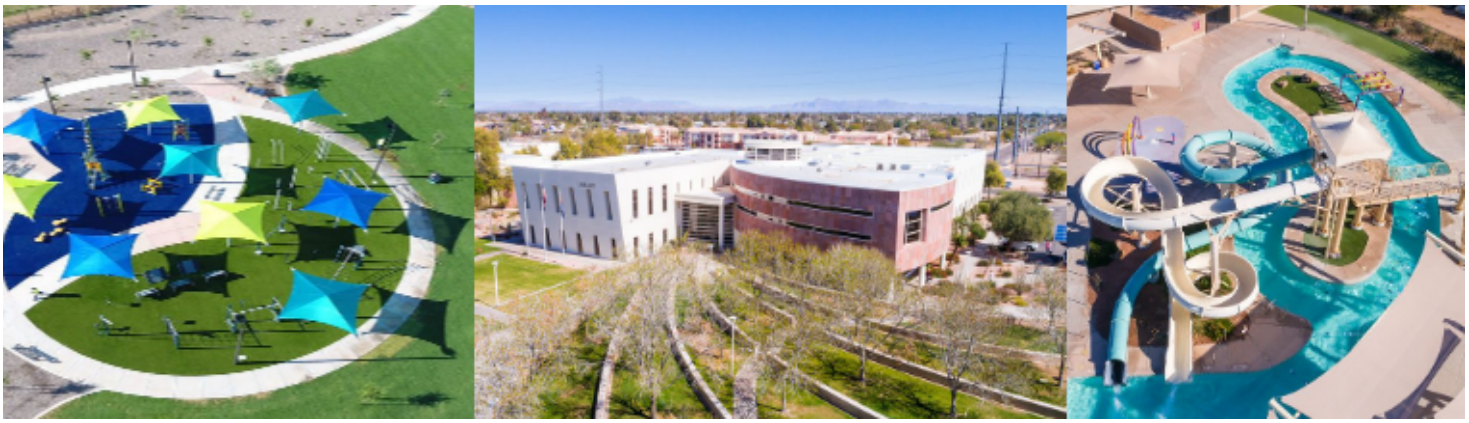
City Clerk

1. **Approval of Minutes**

   Move City Council approve the Council meeting minutes of the Study Session of May 22, 2023; and the Regular Meeting of May 25, 2023.

2. **Board and Commission Appointments**

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



Community Services

3. **Resolution No. 5693 Authorizing the Intergovernmental Agreement Between the City of Chandler and Maricopa County Library District for the Library Assistance Program**

   Move City Council pass and adopt Resolution No. 5693, approving the Intergovernmental Agreement (IGA) between the City of Chandler and the Maricopa County Library District (MCLD) for the Library Assistance Program (LAP).

   Council Focus Area(s):

Cultural Development

4. **Professional Services Agreement No. CA2202.501, with Arizona Public Service Company (APS), for the Wall Street Overhead Power Conversion to Underground Design and Construction Services**

   Move City Council approve Professional Services Agreement No. CA2202.501, with Arizona Public Service Company, for the Wall Street Overhead Power Conversion to Underground Design and Construction Services, in an amount not to exceed $1,251,239.72.

   Council Focus Area(s):

5. **Professional Services Agreement No. ST2203.451, with Consultant Engineering, Inc., for the Boston Street Improvements Construction Management Services**

   Move City Council Award Professional Services Agreement No. ST2203.451 to Consultant Engineering, Inc., for the Boston Street Improvements Construction Management Services, in an amount not to exceed $153,395.

   Council Focus Area(s):

Development Services

6. **Introduction of Ordinance No. 5053 Adoption of Historic Preservation District Landmark Zoning Overlay for the McCullough-Price House, a City-Owned Property Located at 300 S. Chandler Village Drive, near the Southwest Corner of West Frye Road and South Chandler Village Drive**

   Move City Council introduce and tentatively adopt Ordinance No. 5053 approving PLH23-0028, McCullough-Price House Historic Preservation District Landmark zoning overlay subject to the conditions as recommended by the Planning and Zoning Commission and the Historic Preservation Commission.

   Council Focus Area(s):

7. **Introduction of Ordinance No. 5058 Adoption of Historic Preservation District Landmark Zoning Overlay for the Goodyear Canal, Located Along the West Side of Basha Road Between Ocotillo Road and Snedigar Park**

   Move City Council introduce and tentatively adopt Ordinance No. 5058 approving PLH23-0034, Goodyear Canal Historic Preservation District Landmark zoning overlay subject to the conditions as recommended by Planning and Zoning Commission and the Historic Preservation Commission.

   Council Focus Area(s):

8. **Entertainment Use Permit PLH22-0061 Modern Margarita Plant Shops, LLC, for Indoor Live Entertainment and Outdoor Patio Speakers, Located at 4165 S. Gilbert Rd, Suite 5, Generally Located South of the Southeast Corner of Gilbert and Ocotillo Roads**

   Move City Council approve Entertainment Use Permit, PLH22-0061 Modern Margarita Plant Shops, LLC, subject to the conditions recommended by Planning and Zoning Commission.

   Council Focus Area(s):

9. **Use Permit, PLH23-0016 AT&T El Lobo WCF, for Installation of a Wireless Telecommunication Facility, Located on the North Side of the Hartford Street and Fairview Street intersection, Approximately ¼ Mile North of Pecos Road**

   Move City Council approve Use Permit PLH23-0016 AT&T El Lobo WCF, for the installation of a wireless communication facility, subject to the conditions as recommended by Planning and Zoning Commission.

   Council Focus Area(s):

Facilities and Fleet

10. **Agreement No. FS2-928-4310, Amendment No. 2, for Auto Body Repair Services**

Move City Council approve Agreement No. FS2-928-4310, Amendment No. 2, with Allard Collision, LLC, for auto body repair services, in an amount not to exceed $250,000, for the period of July 1, 2023, through June 30, 2024.

Council Focus Area(s):

Information Technology

11. **Agreement No. IT1-918-4343, Amendment No. 2, for Business License Portal Applications and Managed Support Services**

Move City Council approve Agreement No. IT1-918-4343, Amendment No. 2, with Parsus Solutions, LLC, for business license portal applications and managed support services, in an amount not to exceed $300,000, for the period of one year, beginning June 15, 2023, through June 14, 2024.

Council Focus Area(s):

12. **Purchase of Information Technology Research Subscription Services**

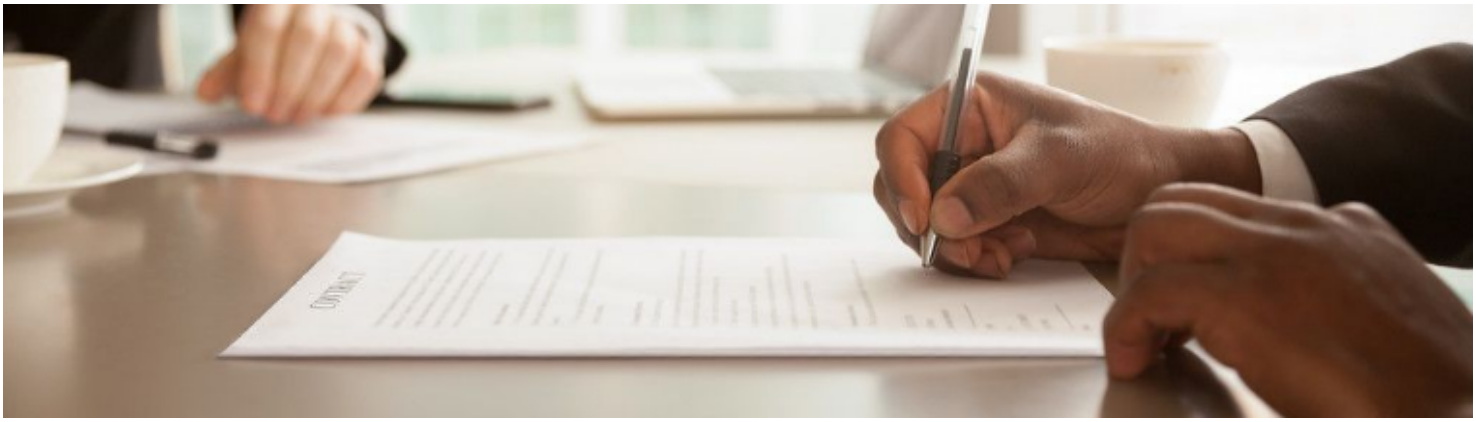
Move City Council approve the Purchase of Information Technology Research Subscription Services, from Gartner, Inc., utilizing the State of Arizona Contract No. CTR053240, in an amount not to exceed $217,700, for the period of one year, beginning July 1, 2023, through June 30, 2024.

Council Focus Area(s):

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

Move City Council approve the purchase of enterprise asset management (EAM) system annual support and maintenance, from CentralSquare Technologies, LLC, in an amount not to exceed $112,124, for the period of one year, beginning July 1, 2023, through June 30, 2024.

Council Focus Area(s):



Management Services

14. **Purchase of Office Supplies**

Move City Council approve the purchase of office supplies, from Staples Business Advantage, utilizing the Sourcewell Contract No. 012320-SCC, for the period of April 1, 2023, through March 31, 2024, in an amount not to exceed $240,000.

Council Focus Area(s):

15. **New License Series 12, Restaurant Liquor License Application for Robert Earl Matthew, Agent, BYOV, LLC, DBA BYOV**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 238015, a Series 12, Restaurant Liquor License, for Robert Earl Matthew, Agent, BYOV, LLC, DBA BYOV, located at 777 N. Arizona Avenue Suite #3, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 305245.

Council Focus Area(s):

Neighborhood Resources

16. **Resolution No. 5700 Approving Amendment No. 4 to the Intergovernmental Agreement Between Maricopa County and the City of Chandler to Receive Federal HOME Investment Partnerships Program Funds and HOME Investment Partnerships American Rescue Plan Program Funds**

Move that City Council pass and adopt Resolution No. 5700, Approving Amendment No. 4 to the Intergovernmental Agreement Between Maricopa County and the City of Chandler to receive Federal HOME Investment Partnerships (HOME) Program Funds in the amount of $1,273,594 and HOME Investment Partnerships American Rescue Plan (HOME-ARP) Program Funds in the amount of $1,717,654; authorizing the City Manager to sign all related documents and assurances on behalf of the City of Chandler; and further authorizing the City Manager to take all action necessary or prudent to implement the City's HOME and HOME-ARP Program activities.

Council Focus Area(s):

17. **Agreement No. NR3-952-4604, with Resurrection Street Ministry, Inc., and The Salvation Army for Heat Relief Services**

Move City Council approve Agreement No. NR3-952-4604, with Resurrection Street Ministry, Inc., in an amount not to exceed $454,312, and The Salvation Army, in an amount not to exceed $127,407.17, for heat relief services, for the period of one year, beginning June 15, 2023, through June 14, 2024, with the option of up to four one-year extensions.

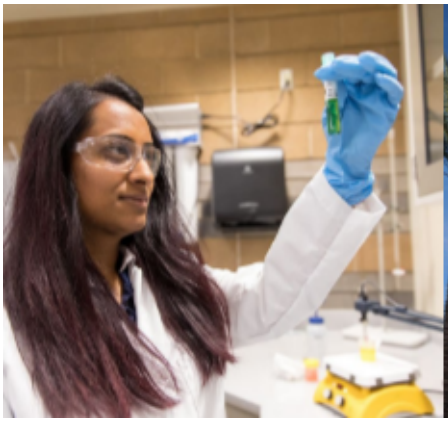
Council Focus Area(s):

Police Department

18. **Resolution No. 5673 Acceptance of FY 2023 Anti-Human Trafficking Grant Fund Program from the Department of Emergency and Military Affairs**

Move City Council pass and adopt Resolution No. 5673 authorizing and approving the award of the FY 2023 Anti-Human Trafficking Fund Program from the Department of Emergency and Military Affairs in the amount of $499,480.00; and authorizing the Chief of Police, as designated by the City Manager, to conduct all negotiations and to execute and submit all documents necessary in connection with such grant.

Council Focus Area(s):



Public Works and Utilities

19. **Introduction of Ordinance No. 5052 Declaring Certain Real Property as No Longer Necessary for Use as a Public Roadway**

Move City Council introduce and tentatively adopt Ordinance No. 5052 declaring certain real property as no longer necessary for use as a public roadway; vacating the roadway located north and west of lots 586 through 594 in the Colonia Coronita Unit Four subdivision; quitclaiming any remaining City interest in the vacated roadway to the abutting private property owners of lots 586 through 594; and authorizing the execution of all documents necessary to complete the abandonment and quitclaim.

Council Focus Area(s):

20. **Resolution No. 5697, Authorizing the City of Chandler to Enter into an Agreement to Share Costs for the Technical Review of the SRP-CAP Interconnection Facility Among Cost-Share Partners and Salt River Project Agricultural Improvement and Power District**

Move City Council pass and adopt Resolution No. 5697, authorizing the City of Chandler to enter into an agreement to share costs for the technical review of the SRP-CAP Interconnection Facility among cost-share partners and Salt River Project Agricultural Improvement and Power District.

Council Focus Area(s):

21. **Project No. ST2203.401 with Sunland Asphalt & Construction, Inc., Pursuant to Job Order Project No. JOC1909.401, for the Boston Street Improvements**

Move City Council Award Project No. ST2203.401 to Sunland Asphalt & Construction, Inc., Pursuant to Job Order Project No. JOC1909.401, for the Boston Street Improvements, in an amount not to exceed $1,943,984.03.

Council Focus Area(s):

22. **Project Agreement No. WA2303.401, with B&F Contracting, Inc., Pursuant to Job Order Contract No. JOC2101.401, for the Hahn Reservoir Main Repair**

Move City Council award Project Agreement No. WA2303.401 to B&F Contracting, Inc., Pursuant to Job Order Contract No. JOC2101.401, for the Hahn Reservoir Main Repair, in an amount not to exceed $349,494.23.

Council Focus Area(s):

23. **Sole Source Purchase of Supervisory Control & Data Acquisition (SCADA) Maintenance Services**

Move City Council approve Agreement No. 4521, with Schneider Electric Systems USA, Inc., for the sole source purchase of SCADA maintenance services, in an amount not to exceed $139,620, for the period of one year, beginning June 15, 2023, through June 14, 2024.

Council Focus Area(s):

Public Hearing

24. **ANX21-0005 Harris Place, Annexation of Approximately 3.4 Acres West of the Southwest Corner of Ocotillo and McQueen Road**

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

Council Focus Area(s):

25. **Public Hearing on Adoption of the FY 2023-24 Annual Budget and 2024-2033 Capital Improvement Program (CIP), and Setting of Property Tax Levies**

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

Council Focus Area(s):

Informational

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

27. **Study Session & Regular Minutes of April 5, 2023, Planning and Zoning Commission**

28. **Study Session & Regular Minutes of April 19, 2023, Planning and Zoning Commission**

Unscheduled Public Appearances

Adjourn

ITEM 1

CHANDLER arizona
Community of Innovation

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

Date:	June 15, 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 Study Session of May 22, 2023; and the Regular Meeting of May 25, 2023.

Attachments

Minutes of the Study Session of May 22, 2023

Minutes of the Regular Meeting of May 25, 2023

Meeting Minutes
City Council Study Session

May 22, 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

Scheduled Public Appearances
MAYOR HARTKE invited Councilmember Stewart to join him for the recognitions.

1. Recognition – Basha High School Marching Band State Championship
MAYOR HARTKE recognized the Basha Bear Regiment for their Marching Band State Championship.

SHAWN SHIVE, Associate Director of Bands, thanked the City of Chandler and the community for their support for the students.

2. Recognition – Chandler Fire Department Lifesaving Awards
MAYOR HARTKE invited Tom Dwiggins, Fire Chief; Carlos Vargas, Fire Battalion Chief; Sean Duggan, Police Chief; and Superintendent Frank Narducci to present awards.

CHIEF VARGAS recognized Principal Mary Ann Rezzonico and Officer Megan Fritz. Jay Evans presented the award.

CHIEF VARGAS recognized Staff Sergeant Obryan Benally and representatives from the U.S. Marine Corps.

3. Proclamation – Centennial Year for Arizona Lions Club International

MAYOR HARTKE read the proclamation and invited Farhana Shifa, District Governor-Elect and members of Sun Lakes, Chandler Sunbird, and Chandler Lions to accept.

DISTRICT GOVERNOR-ELECT FARHANA SHIFA thanked Mayor and Council for the support for the Lions Club in Chandler.

4. Joshua Cotner, Concerns Regarding Police Response

Joshua Cotner not in attendance.

Consent Agenda and Discussion

Discussion was held on Items No. 4, 10, and 11.

Airport

1. Construction Agreement No. AI2203.401 with Diamond Ridge Development, for the Chandler Municipal Airport Wildlife Exclusion Perimeter Fence
   Move City Council award Construction Agreement No. AI2203.401 to Diamond Ridge Development, for the Chandler Municipal Airport Wildlife Exclusion Perimeter Fence, in an amount not to exceed $796,965.07.

City Clerk

2. Approval of Minutes
   Move City Council approve the Council meeting minutes of the Study Session of May 8, 2023, and the Regular Meeting of May 11, 2023.

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

City Manager

4. Professional Services Agreement No. TP2202.201, with Kimley-Horn & Associates, for the Kyrene Branch and Highline Canal Shared Use Path Design Services
   Move City Council award Professional Services Agreement No. TP2202.201 to Kimley-Horn & Associates for the Kyrene Branch and Highline Canal Shared Use Path Design Services, in an amount not to exceed $574,883.11.

VICE MAYOR ORLANDO asked staff to explain the type of surface area utilized in the canal path.

JASON CRAMPTON, Transportation Planning Manager, explained that the path would be 10 feet of concrete and 10 feet of dirt.

VICE MAYOR ORLANDO asked about the method of crossing at Ray Road.

MR. CRAMPTON answered that the concept plans called for a traffic signal crossing. There will be additional design considerations and public outreach to see what the best solution is. There is a crossing at Kyrene and Knox in Tempe.

VICE MAYOR ORLANDO asked about how to prevent vehicles from entering the area, but still allowing for fire access as needed.

MR. CRAMPTON said the concern has been shared. The Salt River Project (SRP) can install gates to restrict vehicular access. SRP maintenance vehicles and City vehicles would need access to the canal.

MAYOR HARTKE asked if SRP has agreed to install gates to restrict access.

MR. CRAMPTON said that SRP has not formally agreed but it has been discussed, SRP is agreeable to the concept. We are working on developing a full plan to incorporate the gates and then will work on an agreement.

COUNCILMEMBER ELLIS said that it is important to involve community members and stakeholders in planning. Councilmember Ellis asked what is being done to involve community members.

MR. CRAMPTON said this is a key consideration during design. The preliminary design of the project, an extra step in the process has been completed. Public outreach is a key component of the design.

COUNCILMEMBER STEWART asked if we have paths that are half-and-half surfaces and if it is practical.

MR. CRAMPTON said that these paths typically do have both concrete and dirt.

COUNCILMEMBER STEWART asked if the size allowance leaves enough room for bicyclists to pass each other.

MR. CRAMPTON said the design minimum is 10 to 12 feet – 10 feet does allow for passing distance.

MAYOR HARTKE invited speakers.

LINDA KALAF, 1133 N Roosevelt Ave., noted she has witnessed an increase in unauthorized vehicular activity along the canal. Ms. Kalaf asked staff to review videos submitted of unauthorized vehicle use. Unauthorized vehicle use is dangerous to pedestrians, bicyclists, and those who live by the canal. Ms. Kalaf also noted that there would be responsibility for sanitation along the canal. Intersections like Ray Road and Kyrene Road are unsafe, taking shortcuts along canals are even more unsafe. Ms. Kalaf said coordinating with SRP to install gates or physical barriers to restrict vehicle access is of critical importance.

MAYOR HARTKE thanked Ms. Kalaf.

THIERRY MARIN-MARTINOD, 1132 N Roosevelt Ave., spoke about safety precautions in this project. It is important to protect pedestrian use of the canal paths.

COUNCILMEMBER HARRIS asked what is being done to make the pathway more secure.

MR. CRAMPTON said the intention is to conduct lighting analysis to add lighting to the path, while working with neighbors to ensure the lighting is shielded appropriately to avoid light pollution.

Development Services

5. Final Adoption of Ordinance No. 5051 Adoption of Historic Preservation Code Amendments
   Move City Council adopt Ordinance No. 5051 approving PLH23-0010 Historic Preservation Code Amendments related to terms of Historic Preservation Commission members, regulations for the creation of historic preservation districts, and application of design guidelines for historic preservation districts, as recommended by the Planning and Zoning Commission and the Historic Preservation Commission.

Facilities and Fleet

6. Purchase of Carpet Installation Services for Main Police Station Carpet Replacement Project
   Move City Council approve the purchase of carpet installation services, from Continental Flooring Company, utilizing the State of Arizona Contract No. CTR043427, in an amount not to exceed $143,000, for the Main Police Station carpet replacement.

Information Technology

7. Purchase of Information Technology Temporary Staffing Services
   Move City Council approve the purchase of information technology temporary staffing services, from Computer Aid, Inc., utilizing the Sourcewell Contract No. 071321-CAI, in the amount of $507,600.

Management Services

8. Agreement No. WH3-890-4597 for Waterworks Supplies
   Move City Council approve Agreement No. WH3-890-4597, with Core and Main, LP, and Ferguson Enterprises, LLC, for waterworks supplies, in an amount not to exceed $500,000, for the period of June 1, 2023, through May 31, 2024.

9. Purchase of Janitorial and Sanitation Supplies
   Move City Council approve the purchase of janitorial and sanitation supplies, from Waxie Sanitary Supply, utilizing the City of Tucson Contract No. 202329-01, in an amount not to exceed $250,000, for the period of June 1, 2023, through May 31, 2024.

Police Department

10. Resolution No. 5690 Intergovernmental Agreement with Chandler Unified School District No. 80 for Police Department Security Camera System Emergency Access
    Move City Council pass and adopt Resolution No. 5690 pertaining to an Intergovernmental Agreement granting the Chandler Police Department emergency access to the Chandler Unified School District No. 80 Security Camera System; and authorize the Chief of Police, as designated by the City Manager, to conduct all negotiations and to execute and submit all documents necessary in connection with such agreement.

SEAN DUGGAN, Police Chief, explained that this item is a request to agree to a memorandum of understanding with the Chandler Unified School District to allow the Police Department's 911 emergency communication center to access in real time the 2,000 cameras that the school district has across school campuses. This would allow our dispatchers to provide critical information to responding officers. The quicker officers engage threats is the best possible outcome.

COUNCILMEMBER HARRIS thanked Chief Duggan for being proactive during an emergency.

MAYOR HARTKE asked when does the communication center have access to the cameras.

CHIEF DUGGAN answered that the communication center only has access to the cameras when granted permission by the school district who owns and operates them.

Public Works and Utilities

11. Resolution No. 5683 Authorizing the Acquisition of Real Property Rights Required for the Water Main Replacement Project WA2203
    Move Council pass and adopt Resolution No. 5683, authorizing the acquisition of real property rights required for the Water Main Replacement Project WA2203 within Arrowhead Meadows, Tyson Manor, and Sunset Manor neighborhoods, as shown on the attached map; authorizing the City's Real Estate Administrator to sign, on behalf of the City, the purchase agreements, authorizations to access property, and any other documents necessary to facilitate these acquisitions and access the properties; authorizing eminent

domain proceedings as needed to acquire said real property and obtain immediate possession thereof; and authorizing relocation assistance as may be needed and required by law.

VICE MAYOR ORLANDO asked about the area of Chandler being served by these water mains.

JOHN KNUDSON, Public Works and Utilities Director, explained that the next water main replacements to be conducted are in the area of Chandler Boulevard and Alma School. In those neighborhoods, all utilities run through the alleys. As the water mains age, it is difficult to reinstall the water mains in the alleyways since the other utilizes still run through the alleys. The practice is to move the pipelines from the alley out to the city street on the front of the home. This is time consuming and involves lots of coordination with property owners.

VICE MAYOR ORLANDO said that is why this requires consent of the property owners.

MR. KNUDSON said that in the design process oftentimes there might uncover a piece of land that is fee ownership in the right of way. At times we must acquire the piece. Right of entry must be completed with each property owner. Easements and some property purchase where pipeline is needed may be necessary. This item is to get the authority to act upon real estate needs as they come up in the design process.

VICE MAYOR ORLANDO asked if it was possible to attach the new pipeline to the front of the house.

MR. KNUDSON said attaching the new pipeline to the front of the house would require replumbing the entire house. This project maintains the flow of plumbing inside the home.

12. Agreement No. PW9-962-4035, Amendment No. 4, with Eurofins Environment Testing Southwest, LLC; Legend Technical Services of Arizona, Inc.; and Radiation Safety Engineering, Inc., for Laboratory Testing Services
    Move City Council approve Agreement No. PW9-962-4035, Amendment No. 4, with Eurofins Environment Testing Southwest, LLC; Legend Technical Services of Arizona, Inc.; and Radiation Safety Engineering, Inc., for laboratory testing services, in a combined amount not to exceed $479,000, for the period of May 1, 2023, through April 30, 2024.

13. Agreement No. PW3-918-4551, with Arcadis U.S., Inc., for Advanced Metering Infrastructure Consultant Services
    Move City Council approve Agreement No. PW3-918-4551, with Arcadis U.S., Inc., for Advanced Metering Infrastructure (AMI) Consultant Services, in an amount not to exceed $662,065.

14. Construction Manager at Risk Agreement No. WW2005.403, Change order No. 1 – GMP2, 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, Change Order No. 1 – GMP2, to B&F Contracting, Inc., for the Chandler Boulevard and Dobson Road Sewer and Water Improvements, in an amount not to exceed $7,202,897.39.

Action Agenda Item 15

15. Resolution No. 5694, Adopting the Fiscal Year (FY) 2023-24 Tentative Budget and 2024-2033 Tentative Capital Improvement Program (CIP) and Giving Notice of the Dates and Times for Hearing Taxpayers for Final Adoption of the Budget and for setting the Tax Levies and Tax Rates

    Move City Council pass and adopt Resolution No. 5694, adopting the FY 2023-24 Tentative Budget and 2024-2033 Tentative CIP and giving notice of the dates and times for hearing taxpayers for final adoption of the budget and for setting the tax levies and tax rates.

Public Hearing and Action Item 17

16. Public Hearing for Resolution No. 5692 Approving the Fiscal Year 2023-2024 Annual Assessment for the City of Chandler, Arizona, Downtown Chandler Enhanced Municipal Services District

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

17. Resolution No. 5692 Approving the Fiscal Year 2023-2024 Annual Assessment for the City of Chandler, Arizona, Downtown Chandler Enhanced Municipal Services District

    Move City Council pass and adopt Resolution No. 5692 approving the Fiscal Year 2023-2024 Annual Assessment for City of Chandler, Arizona, Downtown Chandler Enhanced Municipal Services District.

Briefing and Discussion

18. Briefing and Discussion Regarding Group Homes and Recent Actions by the State of Arizona in Response to Fraudulent Arizona Health Care Cost Containment System (AHCCCS) Claims

LEAH POWELL, Neighborhood Resources Director, presented the following presentation.

- Briefing on Group Homes and State of Arizona Actions on Fraudulent AHCCCS Claims
- History

    - On May 17, 2023, Governor Hobbs and Attorney General Mayes announced a suspension of payments and potential criminal charges against group homes suspected of Medicaid (AHCCCS) fraud
    - Facilities were to provide behavioral health services, however over 100 statewide have been identified as fraudulent
    - As early as January 2020, the FBI began seeking victims who had been recruited to live in group homes
    - Claims for service dating back to 2019 are being audited and at least 152 licenses have been suspended or terminated
    - Primary target is Native Americans from Arizona, New Mexico and South Dakota
    - Residents were enrolled in the American Indian Health Plan which is funded through the state
- Group Homes in Chandler
    - Definition: a residential dwelling unit for a group of no more than five (5) unrelated non transient persons, excluding staff, who do not have a disability, and are not living together as a single housekeeping unit.
    - Categories – group homes and residential care homes for people with disabilities
    - Registration – group homes must be registered with the City of Chandler
    - Maximum occupancy – homes are limited to 5 residents except protected classes may request an administrative waiver from the City to have as many as 10 residents
    - Location – no two homes may be located within 1200 feet of each other, except an administrative waiver may be granted by the City for protected classes (no min. separation)
    - Licensing – may or may not be licensed by the state or another governmental authority
    - Currently in Chandler, there are 276 Group Homes registered or in process of applying for registration – 20 are listed as sober living homes
- Chandler's Response
    - Immediately upon notification from the State, City staff began researching group homes in Chandler
    - Staff has connected with Solari 211 which the State has contracted to provide the first level of intervention
    - The City's Homeless Navigation Team is monitoring known locations and the areas around them for individuals who may have been displaced
    - If Chandler victims are identified, the Navigation Team will work to connect individuals to new services and reunification with family, if applicable
    - Staff will continue to monitor for additional fraudulent group homes
- Questions

COUNCILMEMBER POSTON said this is a large project and the City only has so much control over the situation. Councilmember Poston asked for an estimate of how many of the homes in Chandler may be part of this, and how are we addressing transportation needs.

MS. POWELL said this is a still developing situation – it has been difficult to identify ownership of the homes. The first interaction with someone who may be experiencing this is to attempt to connect them to appropriate services an reunify with family members. The Navajo Nation community does have specific crisis team that would transport members back to the Navajo Nation, and we would work with other communities to reunite people. ChangeUp funds are available to assist with transportation costs. Investigations of this situation are ongoing, and we will continue to monitor this situation.

COUNCILMEMBER POSTON asked what would happen if a group home was not registered in Chandler.

MS. POWELL said that group homes in Chandler that are under this investigation have not been registered with the City. Any home-based business not registered with the City of Chandler would go through a normal inspection process with the City.

COUNCILMEMBER ELLIS commented that assisted living homes are different than group homes. Assisted living homes are licensed by the state of Arizona and Department of Health Services and monitored and registered with the City. Councilmember Ellis asked how many sober homes are registered in Chandler in comparison to unregistered group homes.

MS. POWELL said that there are currently 20 sober living homes registered with the City, we have identified at least six homes associated with fraudulent cases which have been unregistered.

COUNCILMEMBER ELLIS shared that this investigation has been going on since 2019.

COUNCILMEMBER HARRIS asked about what actions we have taken with the six unregistered fraudulent homes.

MS. POWELL said that we compared the list released by the state of suspended or terminated clinics with the database of ownership in Chandler, finding they were owned by the same entity, and finding none of the homes were on the list of registered group homes in Chandler. Billing takes place in a clinic, then clinics place individuals in unregistered homes. A navigation team will investigate people displaced by fraudulent group homes. Some homes suspected to be fraudulent are vacant, but some are active – we will continue to monitor activity.

COUNCILMEMBER HARRIS asked about homeowners and tenants.

MS. POWELL said that those identified were listed as rentals.

VICE MAYOR ORLANDO asked what happens to the residents of the homes under investigation.

MS. POWELL answered that at this point the response has been to treat this issue like a humanitarian issue of homelessness. We are monitoring for people being displaced and reentering homelessness because of suspension of payments to homes. We do not have jurisdiction to enforce services provided.

VICE MAYOR ORLANDO asked who investigates the homes themselves.

MS. POWELL said that people are being displaced because payments are being cut off, and homeowners or companies are immediately displacing people. The 211 system is in use to connect displaced people with service, they are receiving a high demand for service related to this issue. The police department responds if there is a crime. Through that, some homes have been identified, which then the police department turns over information to the FBI or whoever the appropriate authority is. The state, law enforcement and FBI, and community resources are all working together.

VICE MAYOR ORLANDO shared concerns on who is taking care of the group homes residents.

MS. POWELL said that Solari is the primary response for people experiencing this.

COUNCILMEMBER POSTON asked if the group homes could displace their residents at any time.

MS. POWELL said yes, group homes could displace their residents at any time.

COUNCILMEMBER POSTON asked if the Navigation Team is monitoring identified homes to see if people are displaced from those homes at any given time.

MS. POWELL said that is correct.

COUNCILMEMBER POSTON said this is an ongoing issue.

COUNCILMEMBER ELLIS said that the authority to shut the homes down would be whoever gave the contract to the clinic, the clinic then finding homes and placing people. The clinic is the one managing the care of the client. The home is the third party in the transaction between the client and clinic. When our navigators encounter people displaced, what do they see.

MS. POWELL answered that our one encounter was using substances but wanted to pursue treatment and detox.

COUNCILMEMBER ELLIS explained our goal as a city is to not make the situation worse, but we are not responsible to fix it as it is out of our hands. What can do is be a safety net for those experiencing homelessness because of this crisis.

MAYOR HARTKE asked for continued information as this situation develops.

Informational

19. Contracts and Agreements Administratively Approved, Month of April 2023

Adjourn

The meeting was adjourned at 7:03 p.m.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: June 15, 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 22nd day of May 2023. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of June, 2023.

_____

City Clerk

Meeting Minutes
City Council Regular Meeting

May 25, 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

*Councilmember Encinas attended telephonically.

Invocation
The invocation was given by Pastor Victor Hardy, Congregational Church of the Valley.

Pledge of Allegiance
The Pledge of Allegiance was led by Councilmember Poston.

Consent Agenda and Discussion
Airport
1. Construction Agreement No. AI2203.401 with Diamond Ridge Development, for the Chandler Municipal Airport Wildlife Exclusion Perimeter Fence

Move City Council award Construction Agreement No. AI2203.401 to Diamond Ridge Development, for the Chandler Municipal Airport Wildlife Exclusion Perimeter Fence, in an amount not to exceed $796,965.07.

City Clerk

2. Approval of Minutes
   Move City Council approve the Council meeting minutes of the Study Session of May 8, 2023, and the Regular Meeting of May 11, 2023.

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

City Manager

4. Professional Services Agreement No. TP2202.201, with Kimley-Horn & Associates, for the Kyrene Branch and Highline Canal Shared Use Path Design Services
   Move City Council award Professional Services Agreement No. TP2202.201 to Kimley-Horn & Associates for the Kyrene Branch and Highline Canal Shared Use Path Design Services, in an amount not to exceed $574,883.11.

Development Services

5. Final Adoption of Ordinance No. 5051 Adoption of Historic Preservation Code Amendments
   Move City Council adopt Ordinance No. 5051 approving PLH23-0010 Historic Preservation Code Amendments related to terms of Historic Preservation Commission members, regulations for the creation of historic preservation districts, and application of design guidelines for historic preservation districts, as recommended by the Planning and Zoning Commission and the Historic Preservation Commission.

Facilities and Fleet

6. Purchase of Carpet Installation Services for Main Police Station Carpet Replacement Project
   Move City Council approve the purchase of carpet installation services, from Continental Flooring Company, utilizing the State of Arizona Contract No. CTR043427, in an amount not to exceed $143,000, for the Main Police Station carpet replacement.

Information Technology

7. Purchase of Information Technology Temporary Staffing Services
   Move City Council approve the purchase of information technology temporary staffing services, from Computer Aid, Inc., utilizing the Sourcewell Contract No. 071321-CAI, in the amount of $507,600.

Management Services

8. Agreement No. WH3-890-4597 for Waterworks Supplies
   Move City Council approve Agreement No. WH3-890-4597, with Core and Main, LP, and Ferguson Enterprises, LLC, for waterworks supplies, in an amount not to exceed $500,000, for the period of June 1, 2023, through May 31, 2024.

9. Purchase of Janitorial and Sanitation Supplies
   Move City Council approve the purchase of janitorial and sanitation supplies, from Waxie Sanitary Supply, utilizing the City of Tucson Contract No. 202329-01, in an amount not to exceed $250,000, for the period of June 1, 2023, through May 31, 2024.

Police Department

10. Resolution No. 5690 Intergovernmental Agreement with Chandler Unified School District No. 80 for Police Department Security Camera System Emergency Access
    Move City Council pass and adopt Resolution No. 5690 pertaining to an Intergovernmental Agreement granting the Chandler Police Department emergency access to the Chandler Unified School District No. 80 Security Camera System; and authorize the Chief of Police, as designated by the City Manager, to conduct all negotiations and to execute and submit all documents necessary in connection with such agreement.

Public Works and Utilities

11. Resolution No. 5683 Authorizing the Acquisition of Real Property Rights Required for the Water Main Replacement Project WA2203
    Move Council pass and adopt Resolution No. 5683, authorizing the acquisition of real property rights required for the Water Main Replacement Project WA2203 within Arrowhead Meadows, Tyson Manor, and Sunset Manor neighborhoods, as shown on the attached map; authorizing the City's Real Estate Administrator to sign, on behalf of the City, the purchase agreements, authorizations to access property, and any other documents necessary to facilitate these acquisitions and access the properties; authorizing eminent domain proceedings as needed to acquire said real property and obtain immediate possession thereof; and authorizing relocation assistance as may be needed and required by law.

12. Agreement No. PW9-962-4035, Amendment No. 4, with Eurofins Environment Testing Southwest, LLC; Legend Technical Services of Arizona, Inc.; and Radiation Safety Engineering, Inc., for Laboratory Testing Services
    Move City Council approve Agreement No. PW9-962-4035, Amendment No. 4, with Eurofins Environment Testing Southwest, LLC; Legend Technical Services of Arizona, Inc.; and Radiation Safety Engineering, Inc., for laboratory testing services, in a combined amount not to exceed $479,000, for the period of May 1, 2023, through April 30, 2024.

13. Agreement No. PW3-918-4551, with Arcadis U.S., Inc., for Advanced Metering Infrastructure Consultant Services
Move City Council approve Agreement No. PW3-918-4551, with Arcadis U.S., Inc., for Advanced Metering Infrastructure (AMI) Consultant Services, in an amount not to exceed $662,065.

14. Construction Manager at Risk Agreement No. WW2005.403, Change order No. 1 – GMP2, 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, Change Order No. 1 – GMP2, to B&F Contracting, Inc., for the Chandler Boulevard and Dobson Road Sewer and Water Improvements, in an amount not to exceed $7,202,897.39.

Consent Agenda Motion and Vote

Councilmember Ellis moved to approve the Consent Agenda of the May 25, 2023, Regular City Council Meeting; Seconded by Councilmember Harris.

Motion carried unanimously (7-0).

Action Agenda Item 15

15. Resolution No. 5694, Adopting the Fiscal Year (FY) 2023-24 Tentative Budget and 2024-2033 Tentative Capital Improvement Program (CIP) and Giving Notice of the Dates and Times for Hearing Taxpayers for Final Adoption of the Budget and for setting the Tax Levies and Tax Rates
Move City Council pass and adopt Resolution No. 5694, adopting the FY 2023-24 Tentative Budget and 2024-2033 Tentative CIP and giving notice of the dates and times for hearing taxpayers for final adoption of the budget and for setting the tax levies and tax rates.

MATT DUNBAR, Budget and Policy Assistant Director, presented the following presentation.

- Res. No. 5694 Tentative Budget Adoption
- Statutory Budget Process A.R.S. 42-17101 to 17108
    - Adopt a tentative budget that sets forth the different amounts that will be required to meet the political subdivision's public expense for the fiscal year
        - Enter into the minutes or the governing body
        - Prepare according to forms supplied by the auditor general
        - Publish on the website for public review
        - Once tentatively adopted, budget cannot increase
    - After tentative adoption, a public hearing shall be had wherein any taxpayer may be heard in favor of or against any proposed expenditure or tax levy (set for June 15, 2023)

    - Hold Special meeting after public hearing to adopt the budget
    - Adopt final tax rate on or before 4 days before taxes are levied, but after the public hearing (set for June 29, 2023)
- FY 2023-24 Proposed Budget "Innovation at Work"
    - Total budget $1,656,274,385 (all funds)
    - General Fund Only $610,510,158
    - 22.5% increase overall: $800M operating (+5.9%), $856M capital (+43.4%)
    - 23.8% increase in General Fund $483M operating (+16.9%), $128M capital (+59.2%)
    - Adheres to financial policies
    - Structurally balanced
    - Uses Strategic Framework to guide decisions
    - Provides for cost-effective, quality services
    - Maintains long-term financial sustainability
    - Engaged Residents through input opportunities
        - Budget Survey, Kickoff, & Two Workshops
        - All-day Budget Briefing
        - Tentative and Final Adoption
- FY 2023-24 Proposed Budget Increase Drivers (all funds)
    - Revenues
        - Increased revenues to reflect actual economic environment
        - Increases are coming from continued development, inflation and strong consumer spending
        - Increased state shared revenues with updated projections
    - Expenditures
        - Inflation increasing operations and capital budgets
        - Personnel costs increasing to invest in City workforce and retain employees; market, merit, and healthcare
        - Capital projects increased to address aging infrastructure, bond authorized projects, and grant funded projects
        - Infrastructure projects to support Intel expansion (FY 2022-23 $148M & FY 2023-24 $30.5M)
    - Grants
        - Includes $20M in American Rescue Plan Act (ARPA) funds included in FY 2023-24 budget as carryforward
        - Continued focus on Grant opportunities and having "shovel ready" projects that may qualify
    - Debt
        - Additional one-time payment of $73M to pay-off the Public Safety Personnel Retirement System (PSPRS) unfunded liability and generate ongoing savings
- Total Annual Proposed Budget
- Operating Budget Highlights

    - Reduces City property tax rate for the 8th consecutive year, no charge to Transaction Privilege Tax (TPT)
    - Anticipates water, wastewater, and solid waste rate changes to continue to move toward Cost of Service recommendations
    - Budget maintains existing service levels and enhances programs tied to strategic framework
    - Adds funding for labor association commitments and general employee merit/market
    - Plans towards debt reduction: $73M in one-time funding for pay-off of PSPRS liability
    - Maintains strong reserves (includes 15% General Fund contingency reserve and $20M budget stabilization reserve)
- Average Annual Residential Cost Comparison for Direct Services
    - The average annual cost of services across the Valley is $2,217

MAYOR HARTKE asked if these are current real numbers.

MR. DUNBAR said that is correct, this includes our anticipated rate changes in the current fiscal year, but it does not reflect rate changes for other communities.

MAYOR HARTKE said then our numbers will be significantly lower once FY 2023-24 budgets for other communities are approved.

MR. DUNBAR added that other communities are sharing that their water and wastewater utility rates are growing at a larger percentage than ours.

MAYOR HARTKE commented that this is because of great water planning by Chandler.

MR. DUNBAR confirmed that water policy and infrastructure has been wisely planned for by Chandler over time.

MR. DUNBAR continued the following presentation.

- Average Residential Cost Comparison for Water, Wastewater and Solid Waste
- 2024-2033 CIP Highlights
    - 2024-2033 CIP total is $1,963,967,457 ($299M more than the 2023-2032 CIP)
    - Updated to reflect inflationary pressures
    - Increased focus on aging infrastructure
    - Includes $178.5M in projects for infrastructure to support Intel expansion
    - Bond authorization longevity shortened by inflation and additional projects

MAYOR HARTKE asked if the Intel expansion would be a reimbursement from Intel not taxpayer funds, but we do have to account for it.

MR. DUNBAR said for that partnership, Intel, and a tax rebate for infrastructure through the State of Arizona pays for this Intel expansion. The City provides the investment in infrastructure projects, we need the authorization to spend it – which will then be reimbursed to the City later.

MR. DUNBAR continued the following presentation.

- Proposed FY 2023-24 CIP Appropriation (all funds)
    - Capital Carryforward $497.7M
    - Contingency & Reserves $0.45M
    - New Funding $358.3M
    - $856.5M Total CIP Appropriation
- Key Budget Dates
- Questions

MAYOR HARTKE asked what money in the budget is set for transportation.

MR. WRIGHT said there is nothing in this budget for lane removal or road diet projects. Arterial road construction is ongoing throughout southeast Chandler. Bus Rapid Transit is not planned for in the 10-year capital plan. One recently released recommendation from Maricopa Association of Governments (MAG) is for a Bus Rapid Transit, but it and other recommended transit models would not be planned for until 2045.

MAYOR HARTKE said we had investigated light rail and did not pursue it. Any future conversations on MAG recommendations will not be coming up soon.

MR. WRIGHT added that it took many public hearings and public input to establish recommendations and action, and additional study and research.

MAYOR HARTKE asked for speakers.

JANET ACKERMAN, 6320 N 16th St., Phoenix, spoke on public transportation and lightrail. Ms. Ackerman said an issue with public transit in Phoenix is that the summer heat makes it difficult to commute. It is hard to use public transit in high temperatures because of the time spent outdoors waiting for transportation. Reducing roadways leads to congestion.

Action Agenda Item 15 Motion and Vote

Vice Mayor Orlando moved to pass and adopt Resolution No. 5694, adopting the FY 2023-24 Tentative Budget and 2024-2033 Tentative CIP and giving notice of the dates and times for hearing taxpayers for final adoption of the budget and for setting the tax levies and tax rates.; Seconded by Councilmember Ellis.

Motion carried unanimously (7-0).

Public Hearing and Action Agenda Item 17

16. Public Hearing for Resolution No. 5692 Approving the Fiscal Year 2023-2024 Annual Assessment for the City of Chandler, Arizona, Downtown Chandler Enhanced Municipal Services District

Open Public Hearing

MAYOR HARTKE opened the public hearing at 6:31 p.m.

Staff Presentation

KIM MOYERS, Cultural Development Director, presented the following presentation.

- Enhanced Municipal Services District
- Enhanced Municipal Services District (EMSD) Overview
    - Created in 2005 – 18th Year
    - Covers 61.4 Acres and over 1 million square feet of commercial space
    - Formed to provide public services over and above typical public services elsewhere in the City
    - Services are provided by the Downtown Chandler Community Partnership (DCCP) through an annual contract with the City

REBECCA HILL, Downtown Chandler Community Partnership Executive Director, continued the presentation.

- DCCP Mission Statement
    - The Downtown Chandler Community Partnership (DCCP) is a 501(c) 6 not-for-profit corporation whose mission is to mobilize leadership and resources to advance the development of Downtown Chandler as a regional destination for shopping, dining, living, culture and the arts.
- 2023 DCCP Board of Directors
- 2023-2024 DCCP Services
    - Management
        - Board And Stakeholder Engagement, Strategic Planning, Destination Management
    - Events
        - Farmer's Market, Wedding Walk, Small Business Saturday, Crawls Including Sippin' Santas, Brunch Crawl, and hosted partnered events such as the Fine Arts & Wine Festival, Beer, Bourbon & BBQ and Oktoberfest with our partners at San Tan Brewing and Pedal Haus Brewery
    - Marketing
        - Promoting Downtown Chandler via social media, monthly newsletters, event branding and stakeholder notifications. Creating a stay and play campaign,

Channel Your Chill to attract both residents and visitors during the summer months.

- Placemaking
  - Planting flowers, placing American flags for holidays, holiday lights and displays, and roof top lighting. Providing the overall feel of a welcoming and inviting downtown. Partnering with local businesses and community groups to build community.
- Clean Team
  - Removes litter, graffiti, stickers, trash cans and wipe down surfaces. Serves as a downtown ambassador.

MS. MOYERS continued the following presentation.

- EMSD Process & Next Steps
  - Process
    - Assessment was authorized by property owners
    - 100% of assessment proceeds paid to the district
    - City Council officially enables the district
    - District must be renewed each year
  - Next steps
    - Contract with DCCP brought forward at June 22 Council Meeting
      - Voluntary City contribution: $124,744

Council Discussion

VICE MAYOR ORLANDO thanked Ms. Hill for the work being done and the input provided from councilmembers.

COUNCILMEMBER STEWART said our downtown is a destination because of what is being done at the DCCP. We are grateful.

COUNCILMEMBER HARRIS thanked Ms. Hill and staff. The partnership we have with DCCP is valuable.

MAYOR HARTKE said that at the Chandler International Film Festival, the feedback towards Downtown Chandler was great.

VICE MAYOR ORLANDO asked if any new members have joined the DCCP.

MS. MOYERS shared the Maple House as an example.

Discussion from the Audience

MAYOR HARTKE asked if there was any discussion from the audience. There was none.

Close Public Hearing

MAYOR HARTKE closed the public hearing at 6:42 p.m.

17. Resolution No. 5692 Approving the Fiscal Year 2023-2024 Annual Assessment for the City of Chandler, Arizona, Downtown Chandler Enhanced Municipal Services District
Move City Council pass and adopt Resolution No. 5692 approving the Fiscal Year 2023-2024 Annual Assessment for City of Chandler, Arizona, Downtown Chandler Enhanced Municipal Services District.

Action Agenda Item 17 Motion and Vote

Vice Mayor Orlando moved to pass and adopt Resolution No. 5692 approving the Fiscal Year 2023-2024 Annual Assessment for City of Chandler, Arizona, Downtown Chandler Enhanced Municipal Services District; Seconded by Councilmember Poston.

Motion carried unanimously (7-0).

Informational

19. Contracts and Agreements Administratively Approved, Month of April 2023

Unscheduled Public Appearances

CLOVIS HUNGATE, 21837 S. 140th St., presented and requested work on Ocotillo and 140th St. be suspended until resolved. A temporary easement from 2020 grants a five-foot temporary construction easement for the widening of Ocotillo Road. A vinyl fence is located on the temporary construction easement on property.

JANET HOO, 21632 S. 140th St., shared that the Ocotillo Road Widening project has impacted the entrance and exit of the neighborhood. Left turn lane onto 140th St. has been closed since construction. It is a safety issue for the neighborhood. We need to work to get this resolved.

JEAN DIXON, 65 N. Hamilton #19, spoke against the proposed MAG Road Diet Plan.

DEREK LOGAN, Lot 96 Pinelake Estates, shared that Chandler should be considering the proposed MAG transportation when considering density in the future. Chandler should consider what we can do now.

JEFF CALDWELL, 15236 N. 21st St., Phoenix, shared that decades of planning effects outcomes that come up. Mr. Caldwell spoke against the proposed MAG Road Diet Plan; decisions should be left to cities and their residents.

MARISSA HAMILTON, 625 W. Citrus Way, spoke against the proposed MAG Road Diet Plan and encouraged people to have a direct relationship with their elected officials.

Current Events

Mayor's Announcements

MAYOR HARTKE wished everyone a happy Memorial Day.

MAYOR HARTKE congratulated Micah Miranda, Economic Development Director, and the Economic Development department as Chandler is being recognized for the Arizona Chambers 2023 Best City for Business.

MAYOR HARTKE congratulated Hamilton High School Students for winning 4th in the nation in the National Economics Challenge.

Council's Announcements

COUNCILMEMBER ELLIS shared she attended a Haitian Flag Day celebration and read a proclamation on May 18.

VICE MAYOR ORLANDO announced the 2023 Memorial Day Observance Event at Valley of the Sun Cemetery on Monday, May 29 at 9:00 a.m.

COUNCILMEMBER STEWART shared that he went through a public safety demonstration at the Chandler Public Safety Training Facility and thanked public safety staff.

COUNCILMEMBER STEWART thanked the audience for attending and speaking.

COUNCILMEMBER HARRIS shared that we will honor and remember our military servicemembers this Memorial Day.

COUNCILMEMBER HARRIS recognized Armed Forces Day on May 20.

COUNCILMEMBER HARRIS congratulated his daughter for graduating Arizona State University (ASU) Class of 2023.

COUNCILMEMBER POSTON shared that it was the last day of school in Chandler Unified School District (CUSD) and wished everyone a safe and happy summer and announced the Summer Reading Program starts June 1.

COUNCILMEMBER POSTON said our Chandler Chamber Economic Development Update shared some great news for Downtown Chandler. Downtown businesses are seeing an increase in business over the summer season, and new businesses are opening this summer.

COUNCILMEMBER POSTON recognized the Recycling Solid Waste Collection Center and Public Works team for doing a great job.

City Manager's Announcements

MR. WRIGHT shared it was Public Works week this week and recognized Public Works staff for doing a great job keeping Chandler safe and beautiful.

Adjourn

The meeting was adjourned at 7:15 p.m.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: June 15, 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 25th day of May 2023. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of June, 2023.

_____

City Clerk

ITEM 2

CHANDLER arizona
Community of Innovation

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

Date:	June 15, 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
Reappoint Jeff Deaver

City Council Memorandum **Community Services** **Memo No.** CS23-037

Date: June 15, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
John Sefton, Community Services Director
From: Courtney Allen, Management Assistant
Subject: Resolution No. 5693 - Intergovernmental Agreement Between the City of Chandler and Maricopa County Library District for the Library Assistance Program

Proposed Motion:

Move City Council pass and adopt Resolution No. 5693, approving the Intergovernmental Agreement (IGA) between the City of Chandler and the Maricopa County Library District (MCLD) for the Library Assistance Program (LAP).

Background/Discussion:

A.R.S. §§ 48-3901 and 11-903 allows the City to participate in the MCLD, which is a political taxing subdivision of this state for purposes of providing library services to district residents. As a member of the Library District program, the City participates in the LAP. The Library District has established a LAP for the benefit of its members in order to expand the availability of Library Services. The benefits include library materials assistance, provision of integrated Library System, materials sharing, access to digital resources, inter-system delivery service and Summer Reading Program resources.

On May 14, 2015, City Council adopted Resolution No. 4854, authorizing the First Amendment to the IGA with MCLD for the LAP for a three-year term of July 1, 2015, through June 30, 2018. On April 26, 2018, City Council adopted Resolution No. 5151, authorizing the Second Amendment to the IGA with MCLD for the LAP for a five-year term of July 1, 2018, through June 30, 2023. Under this IGA, the Chandler Public Library received $253,853 in FY 2018-19, $333,421 in FY 2019-20, $327,067 in FY 2020-21, $293,126 in FY 2021-22, and $356,397 in FY

2022-23 as a credit for the purchase of library materials through vendors on contract with MCLD.

Under provisions of the IGA, residents of Chandler may obtain library cards free of charge from any other library in Maricopa County. In return, the Chandler Public Library also issues cards free of charge to all Maricopa County residents. The IGA will be administered by MCLD.

Financial Implications:

MCLD allocates $3,700,000 that is split among participating valley libraries. Each library's portion is based on a formula of 40% Primary Assessed Valuation (limited property value) and 60% Non-resident Gross Library Cards Issued. The Chandler Public Library is estimated to receive $350,653 for FY 2023-24 as a credit for the purchase of library materials through vendors on contract with MCLD under this IGA, which is effective July 1, 2023, through June 30, 2028, and is renewable only upon written amendment executed by both parties.

Attachments

LAP IGA

Resolution No. 5693 Library Assistance Program

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
MARICOPA COUNTY LIBRARY DISTRICT
AND THE CITY OF CHANDLER
FOR THE LIBRARY ASSISTANCE PROGRAM

Agenda # _____

The governing bodies of the CITY OF CHANDLER (hereinafter "City") and the Maricopa County Library District (hereinafter "Library District") authorize and approve this Intergovernmental Agreement ("Agreement") to be effective on the 1st of July, 2023 for provision of certain library services and reimbursements.

WHEREAS A.R.S. §§ 48-3901 and 11-903 allow a City to elect to become a part of, or participate in a county library district, which is a political taxing subdivision of this state for purposes of providing library services to district residents;

WHEREAS the City is a member of the Library District program and wishes to participate in the Library Assistance Program of the Library District;

WHEREAS, pursuant to A.R.S. § 9-411 et seq., the City has established and provided for a City library and library facilities and services which are owned and funded by the City and its governing body;

WHEREAS, the Library District has established a Library Assistance Program for the benefit of its members in order to expand the availability of Library Services;

WHEREAS, the City and the Library District are authorized to act and enter into this intergovernmental agreement regarding the Library Assistance Program pursuant to A.R.S. § 11-952; and

WHEREAS the City wishes to have its municipal library participate in and benefit from the Library Assistance Program through library materials assistance, provision of Integrated Library System, materials sharing, access to digital resources, inter-system delivery service and Summer Reading Program resources.

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the parties agree as follows:

SECTION I - OBLIGATIONS OF THE CITY

1. Services Offered. The City shall provide the following library services to persons who are not residents of the City but entitled to the benefits of the Library District (hereinafter referred to as "Non-Residents") to the same extent and pursuant to the same rules and regulations as the City provides these facilities and services to City residents. "Non- Residents" as used in this Agreement means only those persons entitled to Library District benefits, and does not include other non-City residents. The services include access to and use of City library facilities, materials and services.

2. Accounting and Documentation. The City agrees to identify Non-Residents utilizing the services listed in paragraph 1 hereof and provide within thirty-one (31) days after the end of each calendar year an accounting and documentation as described in Attachment "A" to this Agreement.

3. Sharing of Materials. The City agrees to allow additional software (Inn-Reach) to search the library catalogue and request materials to be shared with other library systems within Maricopa County. Policies and procedures associated with this program are decided by a committee with representatives from every library system in Maricopa County. This program will be referred to as MAX (Maricopa Access) for the purposes of identification within the Agreement and in communications.

SECTION II - OBLIGATIONS OF THE LIBRARY DISTRICT

1. Library Materials Assistance

   a. Allotment to City. The Library District shall make an allotment to the City based on the percentage of the assessed valuation from the preceding February State Abstract and on the percentage of gross cards issued to Non-Residents of the City that are entitled to the benefits of the Library District. This allotment will be a not to exceed amount at a library materials vendor that is on contract with the Library District. The allotment will be calculated as follows:

      i. Assessed Value Allocation (40% of Total) — The sum total of primary net assessed value for all participating municipal libraries will be calculated. Then, the percentage for each municipality will be calculated using the aforementioned total. Forty percent (40%) of the total allocated for the Library Assistance Program will be multiplied by each municipal percentage to find the individual assessed value allocation.

      ii. Cards Issued Allocation (60% of Total) — Each Library will submit to the Library District accounting and documentation as required in Section I.2. This report will be submitted on or before January 31 of each year, for the CALENDAR YEAR. The submissions will be totaled and the percentage for each participating municipality will be calculated. The Allocation for each library system will be calculated by multiplying their percentage times 60% of the funding available for the Library Assistance Program.

   b. Vendor and Account Set Up. The Library Assistance Program accounts will be set up for each participating library system as follows:

      i. Library materials purchase only

      ii. Library District contracted vendors

      iii. Accounts set up at vendor through Library District only

      iv. Up to two (2) vendors

2. Integrated Library System

    a. Cloud Hosting – Hosting of the Integrated Library System by provider

    b. Public Core Bundle Licenses – necessary base licenses for use of Integrated Library System by city library system as determined by Library District

    c. Staff Licenses – required licenses for staff to use Integrated Library System

    d. Additional software, features and support may be purchased by the City to enhance the City operations

3. Materials Sharing (MAX)

    a. Provision of the operating software, Inn-Reach, including installation, configuration, and any maintenance.

    b. Provision of a courier service to move the materials to assigned locations within Maricopa County within an agreed upon timeline and via the request of the Maricopa County resident.

4. Digital Resources

    a. Funds the Maricopa County share of the Statewide access to online databases and electronic resources.

    b. Purchases digital resources for the participating public libraries in Maricopa County.

5. Inter-System Delivery Services – library materials and resources moved between the various system by Library District courier or delivery service.

6. Summer Reading Program

    a. Summer Reading Program Software

    b. Training & Support

    c. Events

    d. Countywide Reading Incentives

    e. Prize Books

SECTION III - OTHER TERMS AND CONDITIONS

1. Term. This Agreement shall terminate June 30, 2028, unless sooner terminated by the parties hereto and is renewable only upon written amendment executed by both parties.
2. Termination. Either party may terminate this Agreement upon 90 days' notice to the other party.
3. Severability and Savings. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the party(ies). If any part of this Agreement is held to be invalid or unenforceable, such holding

and any actions taken subsequent thereto shall not require a return or reimbursement, nor affect in any way, the receipt or expenditure by the City, of tax revenues paid or payable as of the date of such holding pursuant to this or any similar Agreement. The provision of this Agreement for payment of funds by the Library District shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The Library District shall be the sole judge and authority in determining the availability of funds under this Agreement and the Library District shall keep the City fully informed as to the availability of funds for its program.

4. Entire Agreement Supersedes Any Other. This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith.
5. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and the laws, rules and regulations of the City and the Library District.
6. Cancellation. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.
7. E-Verify. The parties verify compliance with the requirements in A.R.S. § 41-4401 and A.R.S. § 23-214.
8. Indemnification. Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
9. Records. The Library District will comply with A.R.S. § 41-151.22 regarding the confidentiality of the user records it receives pursuant to this Agreement.
10. Boycott of Israel. Each party certifies that it is not currently engaged in, and for the duration of this Agreement agrees not to engage in, a boycott of Israel as defined in A.R.S. § 35-393.
11. Uyghur Forced Labor

    Each party warrants and certifies that for the duration of the Agreement that it will not use 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. If a party becomes aware during the term of the Agreement that any contractors, subcontractors or suppliers are not in compliance with this paragraph, the party shall notify the other party within five business days after becoming aware of the noncompliance. Upon failure of the party to provide a written certification that the party has remedied the noncompliance within one hundred eighty (180) days after notifying the other party of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period. A.R.S. § 35-394

IN WITNESS WHEREOF, the CITY OF CHANDLER and the MARICOPA COUNTY LIBRARY DISTRICT have executed this Agreement effective on the date first above written.

CITY OF CHANDLER

By: _____

Mayor
City of Chandler

ATTEST:

By:_____

City Clerk Date

MARICOPA COUNTY LIBRARY DISTRICT

By: _____

Chairman, Board of Directors
Maricopa County Library District

ATTEST:

By:_____

Clerk of the Board Date

In accordance with A.R.S., Section 11-952, the foregoing Agreement has been reviewed by the undersigned counsel who has determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona.

By: _____

Attorney
City of Chandler
DMG

By: _____

Attorney
Maricopa County Library District

ATTACHMENT A

INTERGOVERNMENTAL AGREEMENT BETWEEN THE MARICOPA COUNTY LIBRARY DISTRICT AND THE CITY OF CHANDLER FOR THE 2023 - 2028 LIBRARY ASSISTANCE PROGRAM POLICY AND PROCEDURES

Policy:

Any resident of Maricopa County may obtain a free library card from a participating library upon presentation of current identification and proof of residence. Any borrower participating in this project must conform to the rules, policies, and regulations of the library from which the materials are borrowed. Non-Resident library cards will be issued from January 1 through December 31 each fiscal year covered by the Agreement.

Procedures:

A. Issuance of a Non-Resident Library Card.
    a. A resident of Maricopa County must present current identification and proof of residence. Resident is defined as any individual showing proof of residence, business ownership or property ownership in Maricopa County. Visitors who are in Maricopa County for less than a month do not qualify as residents.
    b. A card will be given with an expiration date, which is one year from date of issue.

B. Statistical Reporting.
    a. In order to be eligible for the Library Assistance Program, each participating library must submit an Annual Non-Resident Report to the Library District by January 31 for the prior calendar year. The report must provide the following information for each borrower:
        i. Name
        ii. Street Address
        iii. City/Town and ZIP code of residence
        iv. Date of registration/renewal
        v. Card number
    b. This information can be a computer report prepared by the City Library automation system.
    c. Additionally, a summary sheet totaling the number of Non-Resident library cards issued per Municipality/Unincorporated County for the year submitted must be included.
    d. The County will prepare and distribute an annual statistical report

RESOLUTION NO. 5693

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA APPROVING AN INTERGOVENMENTAL AGREEMENT BETWEEN THE MARICOPA COUNTY LIBRARY DISTRICT AND THE CITY OF CHANDLER FOR THE LIBRARY ASSISTANCE PROGRAM.

WHEREAS, pursuant to its charter and A.R.S. Section 9-411 et seq., the City has established and provided for a City library and library facilities and services which are owned and funded by the City and its governing body; and

WHEREAS, A.R.S. Section 48-3901 and Section 11-903 allow a City to elect to become part of, or participate in a county library district, which is a political taxing subdivision of this state for purposes of providing library services to district residents; and

WHEREAS, the City is a member of the Maricopa County Library District ("MCLD") program, and wishes to continue participation in the MCLD's Library Assistance Program ("LAP") which offers assistance to participating libraries in providing library services and materials to patrons; and

WHEREAS, the City and MCLD are authorized to act and enter into this Intergovernmental Agreement ("IGA") regarding the LAP pursuant to A.R.S. Section 11-952; and

WHEREAS, the City wishes to have its municipal library participate and benefit from the LAP by purchasing library materials in an amount to be determined based on the percentage of assessed valuation and the percentage of cards issued for the use of its library and library services by Non-Residents of the City who are entitled to the benefits of the MCLD and by receiving access to various software, digital resources, training, and other benefits.

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

Section 1. Approves the IGA between the City of Chandler and the Maricopa County Library District in the form attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. Authorizes the Mayor of the City of Chandler to execute the IGA on behalf of the City of Chandler.

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. 5693 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”

CHANDLER arizona
Community of Innovation

City Council Memorandum Cultural Development Memo No. CP23-152

Date: June 15, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kim Moyers, Cultural Development Director
Kimberly Moon, Capital Projects Manager
From: Hafiz Noor, Construction/Design Project Manager
Subject: Professional Services Agreement No. CA2202.501, with Arizona Public Service Company for the Wall Street Overhead Power Conversion to Underground Design and Construction Services

---

Proposed Motion:

Move City Council approve Professional Services Agreement No. CA2202.501, with Arizona Public Service Company, for the Wall Street Overhead Power Conversion to Underground Design and Construction Services, in an amount not to exceed $1,251,239.72.

Background/Discussion:

This project is for improvements to Wall Street between Chicago Street and Frye Road in Downtown Chandler to enhance pedestrian and cyclist connectivity and safety. This area is the final section of an important pathway across Downtown Chandler, connecting Chandler Boulevard to Frye Road. As part of the work, above-ground utilities will be relocated underground with an additional transformer placed to allow for future development.

This agreement with APS will convert existing overhead 12kV power lines to underground on the east side of Wall Street from Chicago Street to Frye Road. Additionally, APS will design and construct trenching and conduit for APS, City streetlights, and telecommunications. The scope of work also includes removal of old infrastructure, modification of electrical panels, and installation of steel poles, switching cabinets, capacitor bank(s), single phase transformers, three-phase transformers, conductors, terminations, and associated appurtenances.

The construction timeline is estimated at 84 calendar days upon commencement of the project by APS.

Evaluation:

The selection process was conducted in accordance with City policy and procedure and State law.

Financial Implications:

Funding for this agreement is contingent upon City Council adopting the FY 2023-24 budget. APS is the electrical utility serving this area of Chandler and owns the infrastructure to be reconstructed.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.4320.5219.0.6CA669	General Gov't Capital	Wall Street Improvements	$1,251,239.72	Y

Attachments

Project Agreement

CA2202.501 Location Map

Sta. 3177
P.O. Box 53933
Phoenix, AZ 85072

May 11, 2023

Hafiz Noor
City of Chandler
215 E Buffalo St
Chandler, AZ 85225

PROJECT: City of Chandler #~~GG2001.101~~CA2202.501
LOCATION: Wall Street – Chicago St to Frye Rd

Dear Hafiz,

This letter serves as a letter of agreement for Arizona Public Service Company ("APS") Work Authorization No. **WA517840** relating to the above-mentioned project. The following is an outline of the costs and responsibilities of APS and the City of Chandler ("City").

1) **To be provided and/or installed by City contractor**

a) All trench material and trench related work including, but not limited to; trenching, spoils removal, asphalt cutting, milling, boring, backfill material and compaction per APS Transmission and Distribution Construction Standards (T.A.D.C.S.) manual, section 8601. All surface restoration (i.e. landscaping, sidewalks, curbs, gutters, pavement, driveways, valley gutters, etc.) as it relates to work performed on this project by the APS contractor.

b) All conduit, conduit related material, labor to install all associated conduit, including but not limited to; 1”, 2", 2.5” 3", 4" and 5" PVC conduit, conduit sweeps, conduit caps, conduit plugs, primer, glue, conduit spacers, rebar, concrete encasement, and mandrelling of the conduit system.

c) Labor to install communications conduits provided by COX & LUMEN.

d) All trench, bell holes and backfill as required to splice APS cables to the APS equipment cabinet (surface restoration is to be provided by the City contractor).

e) All miscellaneous material and work including, but not limited to, barricading, shoring, steel plating, and traffic control.

f) Where duct banks are required: labor and 2-sack material for the concrete encasement of the duct bank, unless otherwise specified.

g) Labor to install APS provided manholes, pull boxes, transformer pads, box pads, j-boxes and ground rods (or alternate grounding material).

h) All conduits shown to be ending in energized APS equipment shall be stubbed 4 feet from either the equipment or the Blue Stake marking for underground electric cables in the vicinity. The conduit is to be capped and marked for APS crews to connect to the equipment. **NOTE: CAUTION DO NOT ENTER - ENERGIZED APS EQUIPMENT.**

i) Labor to expose and attach to/or re-route existing empty conduit. Re-routing of conduit presently in use shall be performed by the City contractor after the existing electrical cable has been removed by APS forces.

j) Construction centerline staking, all vertical control and staking of depth requirements for all APS equipment and trenches. Trench alignment and depths shall be adjusted to provide a minimum of two (2) feet vertical clearance from proposed conflicts, and one (1) foot vertical clearance from existing conflicts. APS requires two-(2) feet horizontal alignment from all existing and proposed conflicts.

k) All ground rods, junction boxes, pull line, transformer pads, box pads, pull boxes, manholes and electronic markers. The APS contractor must schedule with the APS warehouse for material pickup. Contact Lauren Bridwell (602) 371-6049 to schedule an appointment. A late arrival time of more than ten minutes from your scheduled time, may result in an APS cancellation of the appointment, depending on the congestion and workload present at the APS warehouse.

2) **To be provided by APS and installed by the City contractor**

a) All ground rods, junction boxes, pull line, transformer pads, box pads, pull boxes, manholes and electronic markers. The APS contractor must schedule with the APS warehouse for material pickup. Contact Lauren Bridwell (602) 371-6049 to schedule an appointment. A late arrival time of more than ten minutes from your scheduled time, may result in an APS cancellation of the appointment, depending on the congestion and workload present at the APS warehouse.

3) **To be provided and installed by APS**

a) Survey for horizontal control of APS related trenching and equipment. City contractor to call 602-371-7010 ten (10) working days in advance to needing control for trenching.

b) Conduit system inspection including; trench work, conduit installation, miscellaneous work and installations. City contractor to call (602) 371-6512 a minimum of five (5) working days prior to the start of trenching.

c) APS Transmission and Distribution Construction Specifications as related to the project.

d) All trench, bell holes and backfill as required to splice APS cables from the point at which the APS contractor ended to the APS equipment cabinet (surface restoration is to be provided by the City contractor).

e) Connections to the APS contractor's conduit after the system has been mandrelled and accepted.

f) All conduit and sweeps, as required, from the point at which the APS contractor's conduit ended, to the existing energized electrical equipment.

g) All secondary cable, primary cable, terminations, sweeps into energized transformers, mandrelling of conduit into energized equipment and fuses in street light j-boxes.

4) The City has requested that APS convert the existing overhead 12kV lines to underground on the east side of Wall St Alley from Chicago St to Frye Rd for aesthetic purposes.

5) The City has requested that APS provide all trench and conduit for installation of APS, City streetlights, COX and Lumen.

6) All trench and conduit installations will be invoiced to the City as part of this agreement. APS to provide joint trench breakout costs via Western Underground Formula (WUF). City to collect trench and conduit costs from joint trench participants without Prior Rights via the WUF.

7) This conversion will provide trench and conduit (into energized electrical equipment), electrical materials and electrical man hours to convert/modify 7 electrical panels, install 2 primary dips, install 4 secondary dips, install 2 steel

poles, install 2 switching cabinets, install 1 capacitor bank, install 2 single phase transformers, install 3 three phase transformers, install approx. 1,218' of 3-UA750 conductor, install approx. 4,376' of 1-UA1/0T, install approx. 500' of 1-UA4/0D, install approx. 1,398' of 1-UA4/0A, install approx. 704' of 1-UA1/0A, install all primary and secondary terminations, remove 2 primary dip, remove 8 secondary dips, remove down guys, remove 4 steel poles, remove 6 wood poles, remove OH capacitor bank, remove 2 OH duplex transformer, remove 2 OH three phase transformers, remove OH single phase transformers, remove approx. 1,030' of 3-UA1/0T, remove approx. 480' of 1-UA1/0A, remove approx. 780' of OH #6, remove all primary and secondary terminations. The City shall reimburse APS **$1,251,239.72** for the design and construction of the above described conversion.

8) The project cost breakdown is as follows:

OH to UG 12kV Conversion	$ 1,251,239.72
Total City of Chandler Cost	**$ 1,251,239.72**

9) A.R.S. § 38-511 applies to this Agreement.

Please sign the enclosed letter and return it to me to indicate your approval of the above costs and responsibility. All final billings will be based on actual costs at the end of construction. If you have any questions, please call me at 602-320-7069.

Sincerely,

Ron Gandara

Ron Gandara
Customer Project Manager, Consultant

Enclosure

The City of Chandler agrees to reimburse APS the amount of $1,251,239.72 for all the work APS performed in association with the City's project.

Approved and accepted this _____ day of _____, 2023, on behalf of the City of Chandler

Printed Name: see signature page attached

Title: see signature page attached

Signature: see signature page attached

The individual executing this Agreement on behalf of the City represents and warrants: (i) that he or she is authorized to do so on behalf of the City; (ii) that he or she has full legal power and authority to bind the City in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority.

"CITY" CITY OF CHANDLER

MAYOR

RECOMMENDED BY:

Kimberly Moon, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

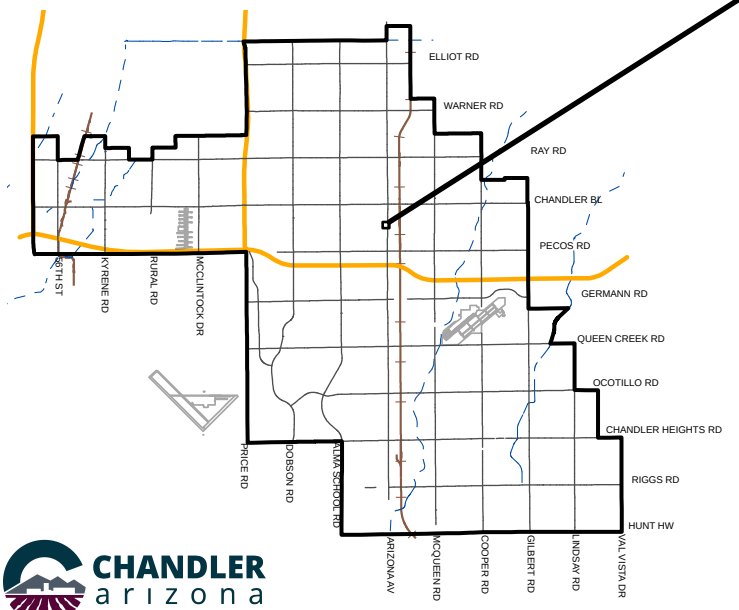
"APS" ARIZONA PUBLIC SERVICE COMPANY

Signature Date

Print Name

Title

Signer Email Address



WALL STREET **OVERHEAD POWER LINES CONVERSION TO UNDERGROUND**

PROJECT NO. CA2202.**5**01

MEMO NO. CP23-1**5**2

PROJECT SITE

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 4/21/2023 maricelah

CHANDLER arizona
Community of Innovation

City Council Memorandum Cultural Development Memo No. CP23-155

Date: June 15, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kim Moyers, Cultural Development Director
Kimberly Moon, Capital Projects Manager
From: Hafiz Noor, Construction/Design Project Manager
Subject: Professional Services Agreement No. ST2203.451, with Consultant Engineering, Inc., for the Boston Street Improvements Construction Management Services

---

Proposed Motion:

Move City Council Award Professional Services Agreement No. ST2203.451 to Consultant Engineering, Inc., for the Boston Street Improvements Construction Management Services, in an amount not to exceed $153,395.

Background/Discussion:

The Boston Street Project, located between Arizona Avenue and California Street in Downtown Chandler, consists of improvements to the existing two travel lanes as well as the parallel parking on the north side of the street and the angled parking on the south side of the street. This work is intended to repair the road surface of Boston Street, widen the northern sidewalk east of Oregon Street and the southern sidewalk west of Oregon Street, and improve the pedestrian crossings.

Boston Street has seen the deterioration of asphalt from poor drainage, causing the street to crack and become unlevel at the crosswalk at San Marcos Place. The project also includes raised bulb-outs to make it safer for pedestrians to see oncoming vehicles before crossing, a drop-off zone to support area restaurants and shopping, and a consistent and unified look from historic downtown west to the new DC Heights multifamily complex. Upon completion, wayfinding signage and placemaking elements will be added as called for in the

recently-completed Pedestrian and Wayfinding Study. The recommendations of this study, along with other planned improvements in Downtown Chandler, were presented to the City Council Neighborhoods Subcommittee (Vice Mayor Orlando, Councilmembers Poston and Harris) on February 9, 2023.

Due to the high volume of pedestrian and vehicular traffic along Boston Street and the impactful nature of this project, staff has been communicating with the downtown business community and affected businesses through emails, phone calls, Downtown Chandler Community Partnership (DCCP) e-blasts, and in-person meetings to discuss timing, layout design and aesthetic features. Additionally, a public relations firm will be contracted to assist with communication prior to and during construction.

The project scope of work consists of construction management services for removal and replacement of travel lanes in the eastbound and westbound directions, curb, gutter, sidewalk, Americans with Disabilities Act (ADA) upgrades, striping, utility adjustments, and landscape improvements. The Agreement completion time is 210 calendar days following Notice to Proceed. The project will begin in mid-June and should be substantially complete by the first part of November 2024.

A related Construction Agreement with Sunland Asphalt Construction, Inc., for the Boston Street Improvements, is also scheduled for this City Council meeting.

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 Construction Management Services. Staff recommends approval of this agreement with Consultant Engineering, Inc., based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Financial Implications:

Funding for this agreement is contingent upon City Council adopting the FY 2023-24 budget.

Fiscal Impact

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

411.3310.5219.0000.6ST773	General Gov't Capital	Boston Street Improvements	$153,395	Y	

Attachments

ST2203.451 Location Map P23-155

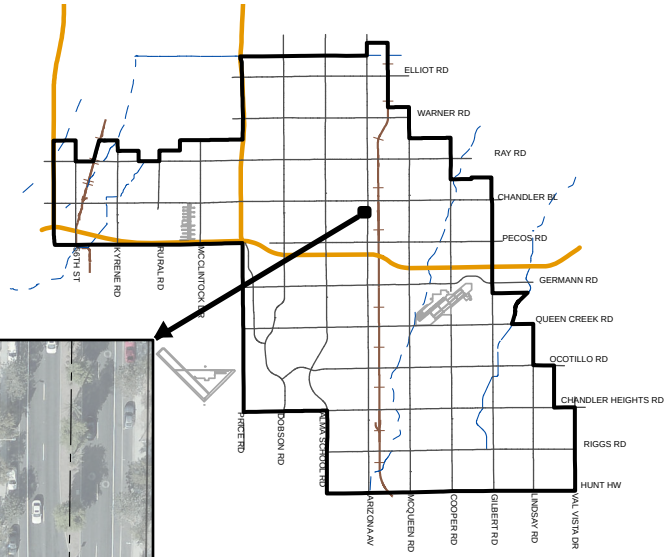
Agreement

CHANDLER arizona

BOSTON STREET IMPROVEMENTS

CONSTRUCTION MANGEMENT SERVICES

PROJECT NO. ST2203.451



MEMO NO. CP23-155

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 5/18/2023 MaricelaH

PROFESSIONAL SERVICES AGREEMENT
Construction Management Services
BOSTON STREET IMPROVEMENTS

Project No. ST2203.451

Council Date: June 15, 2023 Item No.

This Agreement ("Agreement") is made and entered into on the _____ day of_____, 2022 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City''), and **Consultant Engineering, Inc.**, an Arizona 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 Construction Management Services for **BOSTON STREET IMPROVEMENTS** 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 **250** 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 **$153,395** 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: Scott Riter**,** Construction Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3328 Email: scott.riter@chandleraz.gov
To Consultant:	**LEGAL COMPANY NAME:** Consultant Engineering, Inc.
	Mailing Address: PO Box 37167, Phoenix, AZ 85069
	Physical Address: 10625 N. 25th Ave, Suite 200, Phoenix, AZ 85029
	Statutory Agent Name: John Patterson
	Statutory Agent Mailing Address: PO Box 37167, Phoenix, AZ 85069
	Statutory Agent Physical Address: 10625 N. 25th Ave, Suite 200, Phoenix, AZ 85029
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE
	Name: Brian Lizzet
	Title: Project Manager/Principal
	Phone: 480.689.6472
	Email: blizzet@cei-az.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 ("lndemnitor") must indemnify, save and hold harmless City and its officers, officials, agents and employees ("lndemnitee") 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 lndemnitee from and against any and all Claims, except those arising solely from lndemnitee'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 lndemnitee 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 – Subconsultant Documents (if applicable)
Exhibit F - 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"
Consultant Engineering, Inc.

Signature May 24, 2023
Date

Brian Lizzet, PE, CCM

Project Manager/Principal
Title

blizzet@cei-az.com
Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

May 19, 2023

Mr. Scott Riter
Construction Project Manager
City of Chandler
Capital Projects Division
PO Box 4008, Mail Stop 407
Chandler, AZ 85244-4008

Email: Scott.Riter@chandleraz.gov

Re: Fee Schedule
Boston Street Improvements
City of Chandler Project No.: ST2203.451
CEI Project No. 0121887.04

Dear Mr. Riter:

Consultant Engineering, Inc. (CEI) would like to thank the City of Chandler for selecting our firm for the Boston Street Improvements project.

Attached, please find our fee proposal, the Construction Management Scope of Services (Exhibit "A") and Fee Schedules (Exhibit "B") as well as sub consultants' fee schedules (Exhibits "E") for your consideration. **Our total fee for this project is $153,395.** The proposal is based on a total construction duration of 140 calendar days as well as pre-construction assistance and typical close-out services.

As requested, the proposal effort hours for the key staff members during construction includes Brian Lizzet (Project Manager) with an 4%-time commitment; John Helton (Project Supervisor) with a 10%-time commitment and our Senior Inspector, Shelly Vidmar with a 100% -time commitment. Please note, this includes 50% inspection time and 50% administration time. Shelly Vidmar will be handling the majority of the workload for this project, both administratively and in the field. Both John and I will support her, however given the several unknowns regarding this project, we recommend Shelly as a full-time participant for this project. Furthermore, Shelly has recent experience working directly with Sunland Asphalt. We have also included allotted time for Saturdays. Our sub-consultant's' proposal includes Quality Testing for QA Materials Testing services.

If you have any questions or require additional information, please feel free to contact me at 480-689-6472 or blizzet@cei-az.com.

CEI looks forward to working with you and the City of Chandler on this project.

Sincerely,

CONSULTANT ENGINEERING, INC.

Brian Lizzet, PE, CCM
Project Manager/Principal

Attachment: Exhibit A – Scope of Services
Exhibit B – Fee Schedule
Exhibit E – Quality Testing, LLC (QT) Fee Schedule
cc: Contract Administration (CEI # 0121887.04)

EXHIBIT "A"

CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
BOSTON STREET IMPROVEMENTS
CITY OF CHANDLER PROJECT NO. ST2203.451

PROJECT TASKS

1. PRE-CONSTRUCTION ASSISTANCE

A. Task 1.1 Preconstruction Assistance

i. Consultant must attend the pre-construction meeting.

2. CONSTRUCTION MANAGEMENT

A. Task 2.1 Weekly Construction Meetings

i. Consultant must conduct weekly construction meetings. Each meeting includes agenda and minutes; Request for Information (RFI); Shop Drawing; Request for Information (RFI); Field Directive (FD); Material Certification; and Allowance Logs. Consultant assumes 18 weekly meetings will be held.

B. Task 2.2 CPM Schedule

i. Consultant must review and evaluate Contractor's initial CPM schedule and provide recommendations for acceptance.

ii. Consultant must review Contractor's monthly CPM schedule updates submitted with each payment application, identify CPM tasks behind schedule that may affect critical path items, project substantial and final completion dates and initiate correspondence to City regarding those tasks. Consultant assumes 4 reviews of updated CPM schedule.

C. Task 2.3 Requests for Information (RFI's)

i. Consultant must review, evaluate, and respond to Contractor Requests for Information (RFI's); and prepare and maintain a submittal log of all RFI's. Consultant assumes 15 RFI responses.

D. Task 2.4 Shop Drawing Submittals

i. Consultant must review, evaluate, and respond to Contractor shop drawing submittals; and prepare and maintain a submittal log of all shop drawing submittals. Consultant assumes a maximum of 15 reviews.

E. Task 2.5 Requests for Proposal (RFP)

i. Consultant must prepare Requests for Proposal (RFP) documents detailing requested additional work tasks; review and evaluate Contractor RFP responses (cost derivations) with approval recommendations; and prepare and maintain a submittal log list of all RFP's. Consultant assumes 5 RFPs.

F. Task 2.6 Field Directives (FD's)

i. Consultant must prepare Field Directive (FD) documents detailing requested additional work tasks; review and evaluate Contractor FD responses with approval recommendations; and prepare and maintain a submittal log list of all FD's. Consultant assumes 7 FD's.

602.866.5090 10625 North 25th Avenue • Suite 200 • Phoenix, AZ 85029 cei-az.com

G. Task 2.7 Contractor Payment Applications

i. Consultant must review and evaluate Contractor monthly payment applications and make recommendation for payment; maintain a weekly record of constructed pay quantities and compile monthly totals; and coordinate payment application with the City quantity report and the inspectors' daily logs. Consultant assumes 5 payment applications, with 2 reviews each.

H. Task 2.8 Public Outreach

i. Consultant must provide public outreach services, whether by Consultant or subconsultant. Tasks may include: response to inquiries, complaints and public interactions with property owners as a liaison between property owners and the City.

3. CONSTRUCTION INSPECTION

A. Task 3.1 Inspection Services

i. Consultant must provide weekly construction inspection to verify materials and installations conform to construction documents; prepare daily inspection reports documenting Contractor construction activities and progress during field inspection visits; and perform intermittent erosion control inspections. Consultant assumes 1 inspector half time, 20 hours per week for approximately 4.5 months.

B. Task 3.2 Project Closeout

i. Consultant must compile non-conformance list prior to Substantial Completion; schedule and conduct Substantial Completion inspection; prepare Substantial Completion punch list generated from Substantial Completion inspection; track items on punch list and note completed items; and complete and distribute Substantial Completion certificates.

ii. Consultant must schedule and conduct Final Completion inspection; and complete and distribute Final Completion certificates.

iii. Consultant must provide all documents in an electronic version that matches the City's filing system, so it can be imported into City's files.

iv. Consultant must participate in a meeting with City staff and Designer to review request for information log to discuss lessons learned during the course of construction.

4. UTILITY COORDINATION

i. Consultant will coordinate with various utility agencies throughout construction. There are existing utilities that are to be adjusted by the facility owner. Project Supervisor will coordinate this effort with respective utility owner.

602.866.5090 10625 North 25th Avenue • Suite 200 • Phoenix, AZ 85029 cei-az.com

5. MATERIALS TESTING

A. Task 5.1 Quality Control (QC) Test Program

i. Consultant must review and verify Contractor's Quality Control material test type and frequencies are consistent with City and MAG; review and evaluate Contractor's QC test schedule and provide recommendations on acceptance; and review and evaluate all Contractor sampling, test, and inspection results for conformance with construction documents.

B. Task 5.2 Quality Assurance (QA) Test Program

i. Consultant must prepare and maintain a materials Quality Assurance plan per City and MAG.

ii. Consultant must coordinate with Contractor's testing representative to obtain required QA tests and sample; complete sampling and compaction testing of subgrade (including lime-stabilized subgrade base), aggregate base and asphalt concrete materials in new asphalt concrete pavement areas; complete sampling and compaction testing of subgrade, aggregate base (where required) and concrete for new curbs, gutters, sidewalks and concrete pavement and structures; and complete sampling and compaction testing of backfill for new irrigation, sewer, water, storm drain pipe, and dry utilities.

6. RECORD DRAWINGS

A. Task 6.1 Record Drawings

i. Review and monitor Contractor's weekly updates on redline drawing set.

ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

1. Application fees for City reviews and permits will be paid by CITY.
2. The Owner's Allowance will only be utilized with prior written approval from the City representative.
3. The Direct Expense Allowance will be used for normal reimbursable expenses on the project. Items must be billed at cost and backup must be provided with pay applications.

602.866.5090 10625 North 25th Avenue • Suite 200 • Phoenix, AZ 85029 cei-az.com

EXHIBIT "B"
COMPENSATION AND FEES

EXHIBIT "B"
CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
FEE SCHEDULE

Task	Description	Cost
1	**PRE-CONSTRUCTION ASSISTANCE**	
1.1	Pre-Construction Assistance	$ 910.00
	SUBTOTAL TASK 1:	**$ 910.00**
2	**CONSTRUCTION MANAGEMENT**	
2.1	Weekly Construction Meetings	$ 11,475.00
2.2	CPM Schedule	$ 1,270.00
2.3	Requests for Information (RFI)	$ 8,290.00
2.4	Shop Drawing Submittals	$ 8,290.00
2.5	Requests for Proposal (RFP)	$ 3,490.00
2.6	Field Directive (FD)	$ 4,690.00
2.7	Contractor Payment Applications	$ 1,870.00
2.8	Public Outreach	$ 2,290.00
	SUBTOTAL TASK 2:	**$ 41,665.00**
3	**CONSTRUCTION INSPECTION**	
3.1	Inspection Services	$ 55,200.00
3.3	Project Closeout	$ 7,990.00
	SUBTOTAL TASK 3:	**$ 63,190.00**

4	**UTILITY COORDINATION**	
4.1	Utility Coordination	$ 4,800.00
	SUBTOTAL TASK 4:	**$ 4,800.00**
5	**MATERIALS TESTING**	
5.1	QC Test Program	$ 3,490.00
5.2	QA Test Program	$ 3,490.00
	SUBTOTAL TASK 5:	**$ 6,980.00**
6	**RECORD DRAWINGS**	
6.1	Record Drawings	$ 7,990.00
	SUBTOTAL TASK 6:	**$ 7,990.00**
SUBCONSULTANTS		
Quality Testing, LLC		$ 17,860.00
		$ -
	SUBTOTAL SUBCONSULTANTS:	**$ 17,860.00**
ALLOWANCES		
Direct Expense Allowance		
Owner's Allowance		$ 10,000.00
	SUBTOTAL ALLOWANCES:	**$ 10,000.00**
	PROJECT TOTAL:	**$ 153,395.00**

		Project Manager	Project Supervisor	Senior Inspector	Senior Inspector-OT			< PROJECT ROLE	
		Brian Lizzet	John Helton	Shelly Vidmar	Shelly Vidmar			< NAME OF PERSON	
		$ 195.00	$ 140.00	$ 120.00	$ 180.00		$ -	< HOURLY RATES	
TASK DESCRIPTION								**TOTAL HOURS PER TASK**	
Task 1 Pre-construction Assistance		**2**	**2**	**2**	**0**	**0**	**0**		**6**
1.1	Attend the Pre-construction Meeting	2	2	2				*6*	
								0	
Task 2 Construction Management		**23**	**47**	**255**	**0**	**0**	**0**		**325**
2.1	Weekly Construction Meetings	9	18	60				*87*	
2.2	CPM Schedule	2	2	5				*9*	
2.3	Request for Information's (RFI's)	2	5	60				*67*	
2.4	Shop Drawing Submittals	2	5	60				*67*	
2.5	Request for Proposal (RFP)	2	5	20				*27*	
2.6	Field Directives (FD's)	2	5	30				*37*	
2.7	Contractor Payment Applications	2	2	10				*14*	
2.8	Public Outreach	2	5	10				*17*	
Task 3 Construction Inspection		**2**	**20**	**440**	**40**	**0**	**0**		**502**
3.1	Inspection Services			400	40			*440*	
3.2	Project Closeout	2	20	40				*62*	
Task 4 Utility Coordination		**0**	**0**	**40**	**0**	**0**	**0**		**40**
4.1	Utility Coordination			40				*40*	
Task 5 Material Testing		**4**	**10**	**40**	**0**	**0**	**0**		**54**
5.1	Quality Control (QC) Test Program	2	5	20				*27*	
5.2	Quality Assurance (QA) Test Program	2	5	20				*27*	
Task 6 Record Drawings		**2**	**20**	**40**	**0**	**0**	**0**		**62**
6.1	Record Drawings	2	20	40				*62*	
	Total Hours:	**33**	**99**	**817**	**40**	**0**	**0**		**989**

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

N/A

EXHIBIT "E"
SUBCONSULTANT DOCUMENTS WITH CONSULTANT

Any subconsultant assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the Consultant and their subconsultants, and do not apply to the Agreement between the Consultant and the City.

EXHIBIT E

PROPOSAL SUMMARY

PROJECT NAME : **Boston Street Improvements**

SCOPE OF SERVICES: **Quality Control Testing**

LABOR FEES

CLASSIFICATION	LABOR TYPE	REG HOURS	REGULAR RATE	ASS'D % OT	OVERTIME HOURS	OVERTIME RATE(1)	EXTENDED LABOR COST
Project Manager	Direct	7	$ 128.00			$ 128.00	$ 896.00
Administrative Assistant	Direct	7	$ 50.00			$ 50.00	$ 350.00
Field Technician	Direct	136	$ 75.00			$ 112.50	$ 10,200.00
			$ -				
Laboratory Technician	Indirect	65	$ -				

(1) Regular Rate X Overtime Premium of 1.5

SUBTOTAL DIRECT LABOR $ 11,446.00

VEHICLE AND PER-DIEM CHARGES

DESCRIPTION	NO. UNITS	UNITS	UNIT PRICE	EXTENDED VEHICLE AND PER-DIEM
Trip Charge	44	EA	$ 45.00	$ 1,980.00

SUBTOTAL VEHICLE AND PER-DIEM CHARGES $ 1,980.00

OTHER PROJECT DIRECT CHARGES

DESCRIPTION	NO. UNITS	UNITS	UNIT PRICE	EXTENDED OTHER PROJECT CHARGES
				$ -
				$ -
				$ -
				$ -

SUBTOTAL OTHER PROJECT DIRECT CHARGES $ -

LAB TESTING FEES

DESCRIPTION	NO. UNITS	UNITS	UNIT PRICE	EXTENDED LABORATORY FEES
301 - Compressive Strength - Cylinder (1/100 CY)	76	EA	$ 16.00	$ 1,216.00
305 - Compressive Strength - Prism (1/100 CY)		EA	$ 22.00	$ -
306 - Compressive Strength - Cube (1/100 CY)		EA	$ 22.00	$ -
410 - Atterberg Limits (1/Material Type)	2	EA	$ 85.00	$ 170.00
413 - Proctor - Std. Method (1/Material Type)	2	EA	$ 120.00	$ 240.00
416 - Sieve Analysis (1/Material Type)	2	EA	$ 75.00	$ 150.00
504 - AC Furnace Calibration	2	EA	$ 699.00	$ 1,398.00
505 - AC Content w/ Gradation (1/1000 TN)	2	EA	$ 200.00	$ 400.00
510 - Gyratory Bulk Density (1/1000 TN)	2	EA	$ 190.00	$ 380.00
509 - Maximum Specific Gravity (Rice) (1/1000 TN)	2	EA	$ 155.00	$ 310.00
503 - Drilled Cores	4	EA	$ 30.00	$ 120.00
501 - AC Core Density (1/1000 TN)	2	EA	$ 25.00	$ 50.00

TOTAL LABORATORY TESTING FEES $ 4,434.00

TOTAL ESTIMATE OF ALL FEES $ 17,860.00

Jaye Richardson, Sr. Project Manager
Estimator

May 17, 2023
Date

EXHIBIT E

SCHEDULED PROJECTED MAN-HOURS

PROJECT NAME : **Boston Street Improvements** CONSULTANT : **QT** DATE: **May 17, 2023**

ESTIMATED FTEs IN THE MONTH

PROJECT PERSONNEL / SUB CONSULTANT MAN-HOURS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	SUBTOTAL REGULAR HOURS	% OT	SUBTOTAL O/T	TOTAL
JUL 2022 through JUN 2024	J-22 20	A-22 23	S-22 21	O-22 21	N-22 20	D-22 22	J-23 21	F-23 19	M-23 23	A-23 20	M-23 22	J-23 22	J-23 20	A-23 23	S-23 20	O-23 22	N-23 21	D-23 20	J-24 21	F-24 20	M-24 21	A-24 22	M-24 22	J-24 20				
Project Manager	0.01	0.01	0.01	0.01																					7 m-h	0%	m-h	7 m-h
Administrative Assistant	0.01	0.01	0.01	0.01																					7 m-h	0%	m-h	7 m-h
Field Technician	0.20	0.20	0.20	0.20																					136 m-h	0%	m-h	136 m-h
																									m-h	0%	m-h	m-h
Laboratory Technician	0.09	0.09	0.10	0.10																					65 m-h	0%	m-h	65 m-h
9																												
TOTAL FTEs (DIRECT LABOR ONLY)	0.02	0.02	0.02	0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14 m-h	0%	m-h	14 m-h
TOTAL FTEs (DIRECT LABOR & VEHICLE)	0.20	0.20	0.20	0.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	136 m-h	0%	m-h	136 m-h
TOTAL FTEs (INDIRECT LABOR ONLY)	0.09	0.09	0.10	0.10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65 m-h	0%	m-h	65 m-h
TOTAL FTEs (SUBCONTRACTED LABOR)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	m-h	0%	m-h	m-h
TOTAL FTEs (ALL LABOR CLASSES)	0.31	0.31	0.32	0.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	215 m-h	0%	m-h	215 m-h
TOTAL ACTUAL POSITIONS	4	4	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				16
TOTAL VEHICLES	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				4

EXHIBIT E

SCHEDULED PROJECTED MAN-HOURS

PROJECT NAME : **Boston Street Improvements** CONSULTANT : **QT** DATE: **May 17, 2023**

ESTIMATED FTEs IN THE MONTH

PROJECT PERSONNEL / SUB CONSULTANT MAN-HOURS	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	SUBTOTAL REGULAR HOURS	% OT	SUBTOTAL OT HOURS	TOTAL HOURS
JUL 2024 through JUN 2026	J-24	A-24	S-24	O-24	N-24	D-24	J-25	F-25	M-25	A-25	M-25	J-25	J-25	A-25	S-25	O-25	N-25	D-25	J-26	F-26	M-26	A-26	M-26	J-26				
	22	22	20	23	19	21	21	19	21	22	21	21	22	21	21	23	18	22	20	19	22	22	20	22				
																									m-h	0%	m-h	m-h
																									m-h	0%	m-h	m-h
																									m-h	0%	m-h	m-h
																									m-h	0%	m-h	m-h
																									m-h	0%	m-h	m-h
ABOVE PERIOD - MONTHLY FULL TIME EQUIV. (FTEs)																												
TOTAL FTEs (DIRECT LABOR ONLY)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	m-h	0%	m-h	m-h
TOTAL FTEs (DIRECT LABOR & VEHICLE)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	m-h	0%	m-h	m-h
TOTAL FTEs (INDIRECT LABOR ONLY)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	m-h	0%	m-h	m-h
TOTAL FTEs (SUBCONTRACTED LABOR)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	m-h	0%	m-h	m-h
TOTAL FTEs (ALL LABOR CLASSES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	m-h	0%	m-h	m-h
TOTAL ACTUAL POSITIONS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				0
TOTAL VEHICLES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				0

EXHIBIT E

COST ESTIMATE SUMMARY

SUB CONSULTANT : QT

PROJECT NAME : Boston Street Improvements

PROJECT OWNER: City of Chandler

PROJECT NUMBER: ST2203.451

GENERAL INFORMATION / ASSUMPTIONS

BASIS OF ESTIMATE

1 **ESTIMATE Amount Based on Defined Scope:** This cost proposal is considered an **initial** Time & Materials cost estimate, subject to the GENERAL INFORMATION/ASSUMPTIONS as defined herein. For the estimate amount, QT will perform the requested Materials sampling and testing, both field and lab, that is specifically identified this cost estimate.

Assumptions of Production:
We have assumed a total of up to **34 trips (or 136 hours) for materials testing services on this project.** This is proposed as an assumed on-call time and materials basis. Any work or site visits that are outside those specified in the cost breakdown are beyond the scope of this project and subject to additional charges based on the referenced hourly or unit rates.

Work Outside of Defined Scope: If sampling and testing work is requested by the client that is not already defined in the proposal, such work will be accommodated; however, compensation for such services shall be in addition to the Estimate amount. QT encourages client project management to inform job-level project staff that requests for services outside the originally defined scope will result in additional costs. Once identified, QT management will send client project management a Supplemental Agreement (SA) form, defining the scope, cost, and description of any requested additional work. Preferably, the requested additional work will not be performed until after the SA form is signed and returned by client management. However, because requests are often the result of unplanned events, and in order to not impact the construction schedule, some work may be performed prior to the SA form being generated and returned. Regardless, by requesting the additional services, and then allowing them to be performed on the project, the client is accepting the responsibility to pay for the requested services.

Schedule: The estimated amount was developed prior to bid and without the benefit of a detailed project schedule. In order to properly plan resource utilization after the bid, the client shall provide QT with a detailed base schedule prior to construction. Using this detailed base schedule, QT will redistribute the pre-bid designated manpower and testing resources in accordance with the actual planned sequence and duration of scheduled construction activities. This redistribution of resources will be provided to client management for comment and to further clarify the scope of planned services. Significant deviation from the base schedule that results in extra field presence, or extra samples, may be considered extra work.

References that Define Materials Testing Requirements: This cost proposal is based upon the QT's interpretation of sampling and testing requirements from the supplied plans and specifications. If these interpretations are in error, if they change, or if the client elects to alter the sampling criteria, QT reserves the right to revise the scope and fee to fit these changes to the assumptions.

2 **Periodic Materials Testing Report Summaries:** Reports will be provided on a weekly basis, although test results will be conveyed in real-time as requested by the Client. Weekly Reports will be submitted to the designated client representative by the week following the timeframe in which the work was performed. Reports shall show the sampling and testing activities performed by QT during the reporting period. Reports from non-QT entities (i.e. suppliers, other firms, etc.) will be included if provided by the client. QT utilizes a sophisticated materials testing information system for managing and reporting on project test information. Reports from this system will be provided in pdf format for use by the client.

3 **Invoicing:** Invoicing will occur on a 4-week cycle. Each invoice shall include original scope charges that represent an appropriate, and defined, fraction of the original scope estimate amount. In the event that extra work is requested and provided during the invoicing period, such services shall be identified separately from the original scope charges on invoices. Additional work shall be calculated based on the unit prices defined in this cost proposal, or as otherwise superseded in specific Supplemental Agreements.

4 **Laboratory Facility:** This estimate is based upon all laboratory testing being conducted in QT's AASHTO Accredited testing facility. The QT facility is a full service production laboratory that services numerous project's simultaneously. Efforts are always made to prioritize samples in accordance with project needs.

EXHIBIT E

COST ESTIMATE SUMMARY

SUB CONSULTANT : QT

PROJECT NAME : Boston Street Improvements

PROJECT OWNER: City of Chandler

PROJECT NUMBER: ST2203.451

GENERAL INFORMATION / ASSUMPTIONS

LABOR POSITIONS

5 **Materials PM/Supervisor** - This person will begin immediately upon notice to proceed and will be involved during the entire contract. This person will be dedicated to managing the day-to-day field and lab materials testing efforts. Initially, this person will work with the client QC Manager to develop the Materials Testing Plan for the project. Then, this person will ensure that testing frequencies are being satisfied, that non-conformance issues are being properly addressed and rectified, that both field and lab test data is being properly reflected in the QT Materials Information Database, that project-specific Periodic Materials Testing Reports are being prepared, transmitted and supported in a timely and accurate manner, and that both physical and personnel resources are provided to the job as scheduled and appropriate. This person will also attend and participate in project meetings when requested and will be the focal point for communication and coordination of materials testing activities between QT and the Client.

6 **Field Technician(s)** - In general, field technician(s) shall be assigned to the project in accordance with the SCHEDULED PROJECT MAN-HOURS sheet of this cost proposal, or as modified by a post-bid schedule evaluation. The technician(s) will cover the requested materials sampling and field testing requirements on the project per the scope of the originally defined estimate amount. For most efficiency and familiarity, the use of a consistent personnel pool is always the objective, but cannot be guaranteed. Technician time is charged on a portal-to-portal basis and related vehicle charges will apply.

7 **Reporting Technician** - A reporting technician will accumulate and draft weekly reports for the Materials Supervisor to review, evaluate, finalize, and transmit to the Client in a timely fashion. This allows the Materials Supervisor to focus on report content in lieu of data input.

8 **Lab Technician** - Lab Technician Indirect hours have been shown on the SCHEDULED PROJECT MAN-HOURS sheet of this cost proposal for information only. A reasonable, approximate estimate of lab testing quantities is reflected in this cost proposal.

QT CONTINGENCY SERVICES

9 The hours estimated herein do not include Materials Testing/Inspection activities at fabrication yards or supplier production sites located off of the project. In addition, non-compliance items and the associated travel, time, and retesting are out of scope and not accounted for in this estimate. If requested, these services may require additional funding for the associated efforts.

10 QT's intent is to satisfy the project materials testing needs within the regular labor assumptions defined in this cost proposal. Based on past similarly staffed projects, overtime is typically not intended, but often incurred due to the contractor's work schedule. Overtime often results from long work days, uncontrollable field delays, weekend and night work, schedule intensity increases, owner agency mandates, etc.. This cost proposal assumes zero (0) overtime. QT will attempt to accommodate short-term changes, weekend work, night work, shift irregularity, and other unforeseen labor demands within this assumption. However, testing activities may go beyond the capacity of the herein stated manpower and testing assumptions. QT will work closely with the client to minimize the additional funding needed by prioritizing the testing, and adjusting technician schedules on an ongoing, Time & Materials, basis.

11 All of the QT positions discussed in the QT SERVICES above are based on an assumption of 0% overtime (i.e. 40 regular hours plus 0 overtime hours per week). Time will be billed as actually worked. Overtime will be considered time in excess of 40 hours in a week, or on weekends, or in excess of 8 hours in a day, or night shifts.

12 **Scheduling Cancellation:**
For any unforeseen circumstances where a site visit is canceled upon arrival onsite for scheduled activities, the client will be responsible for all charges associated with travel from portal to portal. These are considered services outside the originally defined materials testing scope and will result in additional costs.

Jaye Richardson, Sr. Project Manager — 5/17/2023
Name — Date

Signature

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. DS23-011

Date:	June 15, 2023
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Andy Bass, Deputy City Manager Derek D. Horn, Development Services Director/Historic Preservation Officer Harley Mehlhorn, Planner, Assistant Historic Preservation Officer
From:	Derek Horn, Development Services Director
Subject:	PLH23-0028 McCullough-Price House Historic Preservation District Landmark Designation and Introduction and Tentative Adoption of Ordinance No. 5053
Request:	City Council introduce and tentatively adopt Ordinance No. 5053, PLH23-0028, McCullough-Price House Historic Preservation District Landmark zoning overlay
Location:	300 South Chandler Village Drive
Applicant:	City of Chandler

Proposed Motion:

Move City Council introduce and tentatively adopt Ordinance No. 5053 approving PLH23-0028, McCullough-Price House Historic Preservation District Landmark zoning overlay subject to the conditions as recommended by the Planning and Zoning Commission and the Historic Preservation Commission.

Background Data:

Existing Zoning:

- AG-1

Background:

The McCullough-Price House (House) sits just south of the Chandler Museum at the intersection of Frye Road and Chandler Village Drive. The House has been a fixture at that location since 1938 and provides significance to Chandler's history in three ways. First, the House was owned and occupied by prominent Chandler families and has a direct family connection to the City's founder, Dr. A. J.

Chandler. Second, it is a near intact example of Pueblo Revival style architecture, one of the few remaining in the Valley. Third, it was designed by the well-known and prolific local architectural firm of Lescher and Mahoney. The House was placed on the National Register of Historic Places in 2009.

Discussion:
The Families:
William Davis McCullough, an industrialist from Detroit, Michigan, and his family began traveling to Chandler in 1936 to spend the winters at the San Marcos Hotel, a popular winter destination for wealthy and famous families. Deciding to stay for longer times during the winter, Mr. McCullough purchased 200 acres southwest of the town of Chandler in 1937, and two years later he purchased 40 more. McCullough commissioned the Phoenix architectural firm of Lescher & Mahoney in 1938 to design the house in the Pueblo Revival style. The house was built on the McCullough property later that year.

McCullough died in May 1940. Grace McCullough, his wife, decided to relocate back to Detroit, so their property was conveyed to her recently widowed friend, Odessa Lochhead, in July 1942. The Lochhead family, Roy and Odessa, owned Pecos Valley Milling Company and had been operating businesses in Chandler since the late 1920s. When Mr. Lochhead died in 1941, the business was sold to Hal Bogle.

Odessa Lochhead lived in the house until she passed in 1943. Bogle, a trustee for the Lochhead estate, worked with San Marcos Hotel manager John Quarty to hold the house in trust for the Lochhead family while their son, Jim, finished his time in the service and completed subsequent schooling. Quarty leased the house to visitors as an extension of the San Marcos Hotel. In 1946 Jim and his new wife Anna moved into the house where it became a social gathering place for residents of Chandler. The Lochheads lived there until 1950 when they sold the house to Arthur and Louise Price.

Arthur Price grew up in the state of Washington and attended Washington State University, Harvard Law School and the University of Washington where he received a law degree. Originally planning on starting his career in California, he decided to try the Phoenix area instead. He passed the Arizona bar and became a legal counselor to Dr. Chandler in 1913. Seeing the vision and potential of the new town, Price decided to make Chandler his home and wrote its incorporation papers, constitution, and by-laws and served as its first town attorney. He went on to be active in the community for many years.

Price married Louise Chandler, a niece of Dr. Chandler, in 1918. They had three

children and initially resided on Washington Street in the Silk Stocking district before moving into their new home.

After purchasing the house, the Prices spent their retirement years there until Arthur died in 1971. Louise lived in the house for three more years. After her death in 1975, the house passed into the hands of her daughter, Suzanne Price Propstra.

The land around the McCullough-Price House remained primarily agricultural up until the 1980s. Gradually, however, the land around the house was sold for development, first on the west side for residential subdivisions, then in the early 2000s the remainder for a commercial complex that now includes the Chandler Fashion Center Mall. Fortunately, the house remained on its original site.

After the deaths of the Prices, the house remained mostly vacant and fell into disrepair. In 2001 Suzanne donated it to the City. Originally planned as a community center, the development adjacent to the house forced a change in plans. After a renovation by the City that restored the exterior and parts of the interior to their original 1938 appearance, the house opened as a visitor center and gallery in 2007. Today, it is listed on the National Register of Historic Places and is part of the Chandler Museum complex.

The House:
When the McCullogh family decided to build a house near Chandler, they commissioned the established and prolific Phoenix architectural firm of Lescher & Mahoney to design their new home. The firm was known for both its aesthetic designs and technical excellence. During its existence, the firm completed over 2,500 commissions, many of which still exist. Lescher & Mahoney did primarily commercial and governmental buildings, so the McCullough house was a departure from their standard practice. The design they produced is in the Pueblo Revival style, which has its roots in the early Southwest. Examples of this style are rare in Chandler.

The house was constructed on the original McCullough property, which was 240 acres at its height. It is about 3,308 square feet in area. The front primary facade faces east and at one time was accessed from the east by a long driveway. It is "L" shaped with the living room, dining room, den and kitchen located in the main portion of the building. Four bedrooms and bathrooms were in the south leg of the "L." To the north of and recessed from the primary facade is a service wing that contained a maid's room, bathroom, laundry and three-car garage. The former bedrooms are now used as offices and the service wing contains the archive of the Chandler Museum. The garage is now a meeting room. The main living

room is largely intact and serves as the Price Gallery for the Chandler Museum. The original plans show a rectangular stable building north of the house, but it is unknown if it was ever constructed.

The house is constructed of brick with a stucco finish and has several notable features including the wood lookouts, or "vigas," that run along the top of the facade; embellishments with Native-American inspired designs on the walls; and the original metal casement windows. The vigas, stucco exterior which mimics adobe, and minimal window penetrations give the house its Pueblo Revival style look. The house retains its original appearance from its construction in 1938. Additional information and details on the architectural features and history of the house and its families are in the National Register of Historic Places Registration Form, which is attached to this memo.

Surrounding Land Use Data:

North	Open Space/Commercial	South	Open Space/Commercial
East	Commercial	West	Price Park, then Residential

General Plan and Area Plan Designations:

	Existing	Proposed
General Plan	Regional Commercial	Regional Commercial
Country Crossing	Single Family Residential	Single Family Residential

Review and Recommendation

Review:

Since its construction in 1938, the McCullough-Price House has been a part of the agricultural, commercial, and social heritage of the City of Chandler. Its families - the McCulloughs, Lochheads, and Prices - contributed to the founding, growth and development of Chandler. Former residences of founder Dr. A. J. Chandler no longer exist, so given the relationship of Louise Chandler Price to Dr. Chandler, the house is the closest to a founder's home in Chandler and its importance to Chandler's history cannot be understated. The house retains its original architectural integrity on the exterior and is judged the best example of both Pueblo Revival Style of architecture and of Lescher & Mahoney buildings in Chandler. It is also listed on the National register of Historic Places.

The McCullough-Price House, therefore, meets the following qualifications for historic designation:

- It is listed on the National Register of Historic Places

- It is associated with events and/or people important to Chandler's history
- It is an example of a significant architectural style associated with the past

The request to add the Historic Preservation Landmark zoning overlay does not change the underlying zoning of AG-1 nor does it add land use entitlements. The overlay honors the history of the house and its families along with ensuring the house remains a historic structure and landmark of Chandler's history.

Recommendation:
In conclusion, the Planning and Zoning Commission and the Historic Preservation Commission recommend the City Council approve Ordinance No. 5053, PLH23-0028 designating the McCullough-Price as a Historic Preservation District Landmark and be listed on the City's Historic Property Register.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting sign was posted on the site.
- A neighborhood meeting was held on April 27, 2023. No one attended other than City staff.
- As of the writing of this memo, Development Services staff is not aware of any opposition to the Landmark designation

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting May 17, 2023
Motion to Approve: In Favor: 7 Opposed: 0

Historic Preservation Commission meeting May 4, 2023
Motion to Approve: In Favor: 6 Opposed: 0 Absent: 1 (Finbraaten)

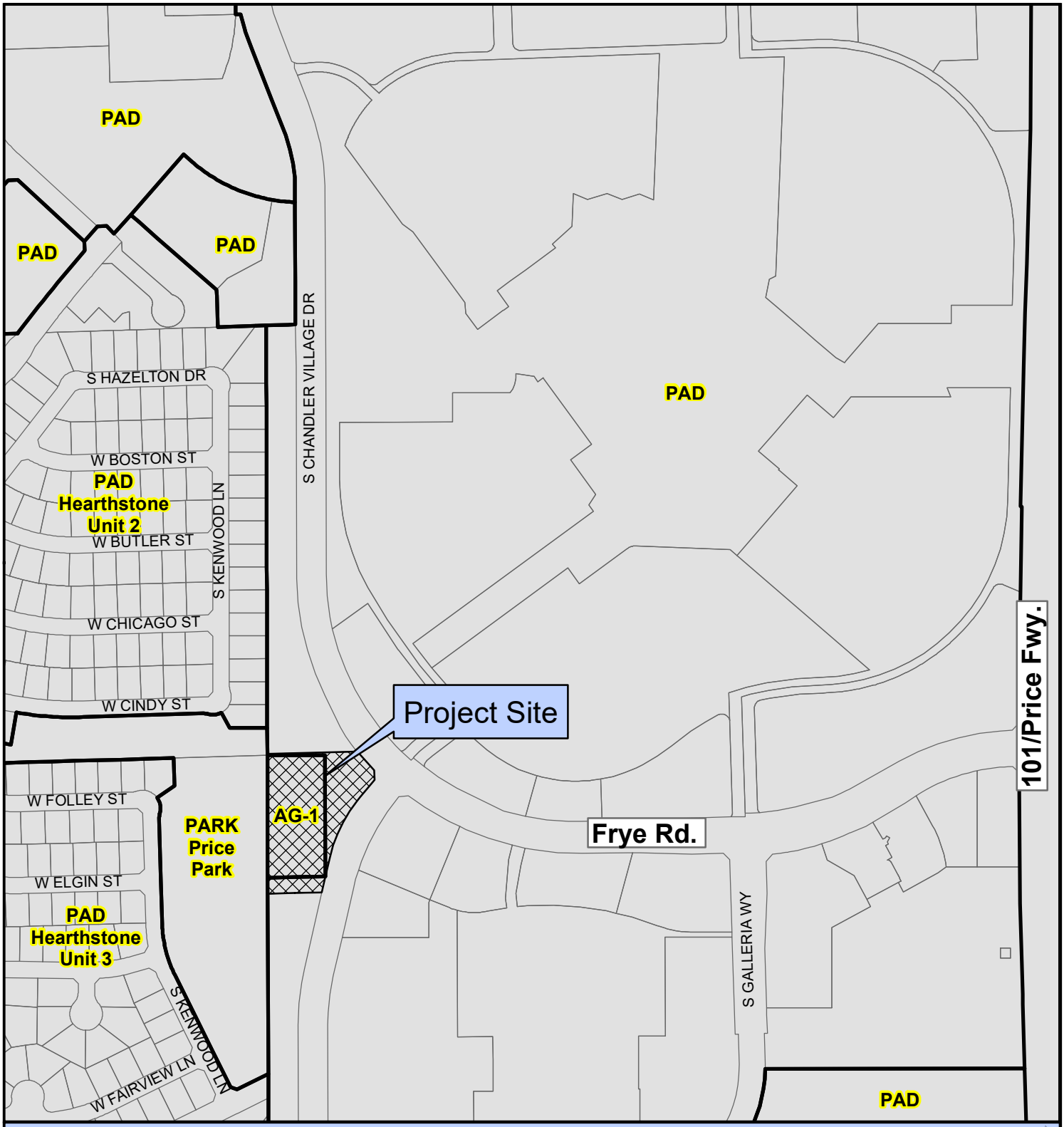
Recommended Conditions of Approval

The Planning and Zoning Commission and the Historic Preservation Commission recommend the City Council approve Ordinance No. 5053, PLH23-0028, McCullough-Price House Historic Preservation District Landmark zoning overlay subject to the following conditions:

1. The property shall be subject to the General Design Guidelines for Historic Preservation Districts and Landmarks.

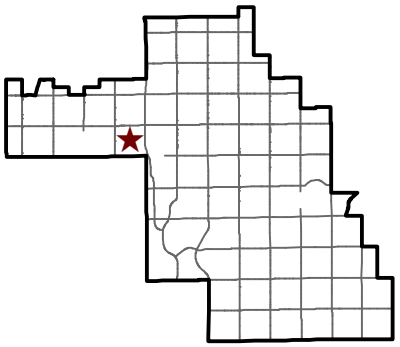
Attachments

Vicinity Maps
Ordinance 5053
National Register of Historic Places Registration Form
Original Building Plans
Existing Building Photos
Newspaper Excerpt
Arthur Price in Uniform
Roy Lochhead
William McCullough
Propstra Family
Royal Lescher
Leslie Mahoney



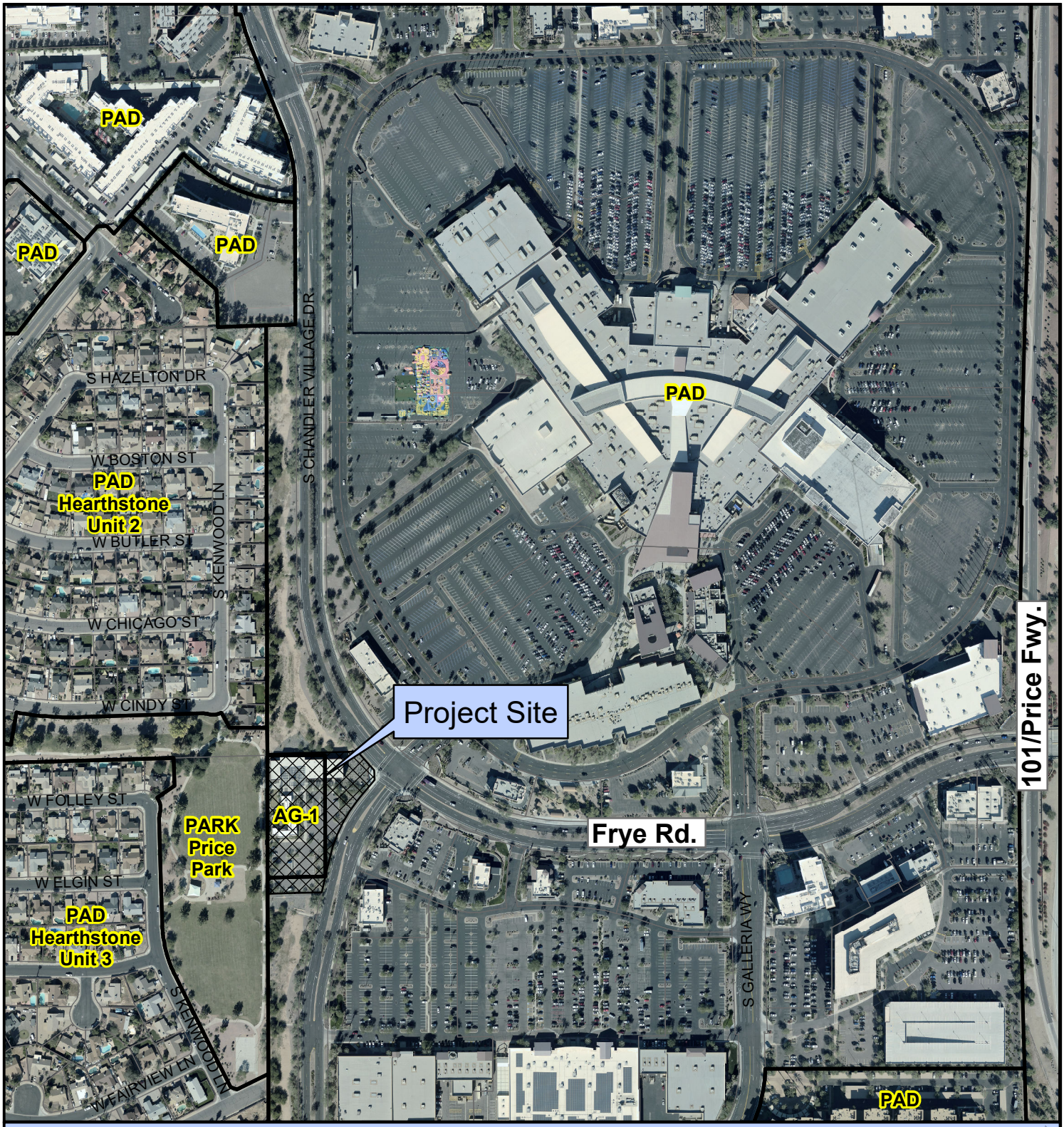
PLH23-0028 McCullough-Price House Historic Landmark District

Proposed Project Details
300 S. Chandler Village Dr.
Request Historic Landmark Designation



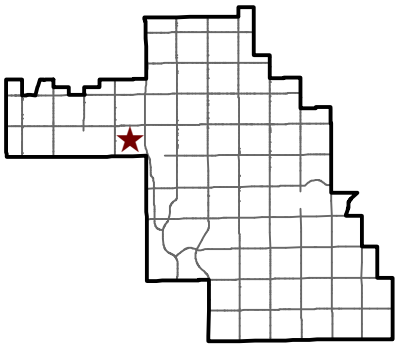
CHANDLER arizona

City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning



PLH23-0028 McCullough-Price House Historic Landmark District

Proposed Project Details
300 S. Chandler Village Dr.
Request Historic Landmark Designation



CHANDLER arizona

City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning

ORDINANCE NO. 5053

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY CREATING A HISTORIC PRESERVATION DISTRICT LANDMARK ZONING OVERLAY ON A PARCEL ZONED AS AGRICULTURAL DISTRICT (AG-1) IN CASE PLH23-0028 (MCCULLOUGH-PRICE HOUSE) LOCATED AT THE SOUTHWEST CORNER OF WEST FRYE ROAD AND SOUTH CHANDLER VILLIAGE DRIVE WITHIN THE CORPORATE LIMITS OF THE CITY OF CHANDLER, ARIZONA; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR PENALTIES.

WHEREAS, an application for designating a Historic Preservation District Landmark zoning overlay on a certain property within the corporate limits of Chandler, Arizona, has been filed in accordance with Article XXVI of the Chandler Zoning Code; and

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

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

WHEREAS, the City Council has considered the probable impact of this ordinance on the cost to construct housing for sale or rent; and

WHEREAS, a public hearing was held by the Historic Preservation Commission as required by the Zoning Code; and

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

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

Section 1. Legal Description of Property:

EXHIBIT 'A'

Said parcel is hereby zoned AG-1 with Historic Preservation District Landmark Overlay, subject to the following conditions:

1. The property shall be subject to the General Design Guidelines for Historic Preservation Districts and Landmarks.

Section 2. The Planning Division of the City of Chandler is hereby directed to enter such changes and amendments as may be necessary upon the Zoning Map of said Zoning Code in compliance with this Ordinance.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance, or any parts hereof, are hereby repealed.

Section 4. In any case, where any building, structure, or land is used in violation of this Ordinance, the Planning Division of the City of Chandler may institute an injunction or any other appropriate action in proceeding to prevent the use of such building, structure, or land.

Section 5. 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, then this entire ordinance is invalid and shall have no force or effect.

Section 6. A violation of this Ordinance shall be a Class 1 misdemeanor subject to the enforcement and penalty provisions set forth in Section 1-8.3 of the Chandler City Code. Each day a violation continues, or the failure to perform any act or duty required by this Ordinance or the Zoning Code, shall constitute a separate offense.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this 15th day of June, 2023.

ATTEST:

_____ _____

CITY CLERK MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this 29th day of June, 2023.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5053 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 29th day of June, 2023, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

Published in the Arizona Republic on:

Exhibit A

Legal Description

That portion of the South half of Section 36, Township 1 South, Range 4 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the Northeast corner of Hearthstone Unit 3, according to Book 276 of Maps, page 41, records of Maricopa County, Arizona;

THENCE North 89° 50' 28" East at right angles to the East line of said Hearthstone Unit 3, a distance of 175 feet;

THENCE South 00° 09' 32" East parallel to said East line, 373.38 feet;

THENCE South 89° 50' 28" West 175 feet to a point on the East line of said Hearthstone Unit 3;

THENCE North 00° 09' 32" West, along said East line, 373.38 feet to the POINT OF BEGINNING.

NPS Form 10-900 OMB No. 1024-0018

RECEIVED 2280
APR 08 2009
NAT. REGISTER OF HISTORIC PLACES
NATIONAL PARK SERVICE

United States Department of the Interior
National Park Service

National Register of Historic Places Registration Form

311

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in National Register Bulletin, *How to Complete the National Register of Historic Places Registration Form.* If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions. **Place additional certification comments, entries, and narrative items on continuation sheets (NPS Form 10-900a).**

1. Name of Property

Historic name McCullough-Price House

Other names/site number

2. Location

street & number 300 S. Chandler Village Dr. ☐ not for publication

city of town Chandler ☐ vicinity

State Arizona code AZ county Maricopa code 013 zip code 85226

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended,

I hereby certify that this X nomination ____ request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60.

In my opinion, the property X meets ____ does not meet the National Register Criteria. I recommend that this property be considered significant at the following level(s) of significance:

____ **national** ____ **statewide** X **local**

James W. Garrison — Signature of certifying official

6 APRIL 2009 — Date

AZ STATE HISTORIC PRESERVATION OFFICER — Title

ARIZONA STATE PARKS — State or Federal agency and bureau

In my opinion, the property ____ meets ____ does not meet the National Register criteria.

Signature of commenting official

Date

Title

State or Federal agency and bureau

4. National Park Service Certification

I, hereby, certify that this property is:

Signature of the Keeper — Date of Action

✓ entered in the National Register — Edson H. Beall — 5.20.09

____ determined eligible for the National Register

____ determined not eligible for the National Register

____ removed from the National Register

____ other (explain:)

5. Classification

Ownership of Property
(Check as many boxes as apply)

- [ ] private
- [X] public - Local
- [ ] public - State
- [ ] public - Federal
- [ ] private

Category of Property
(Check only **one** box)

- [X] building(s)
- [ ] district
- [ ] site
- [ ] structure
- [ ] building(s)
- [ ] object

Number of Resources within Property
(Do not include previously listed resources in the count.)

Contributing	Noncontributing	
1		buildings
		sites
		structures
		objects
		buildings
1		**Total**

Name of related multiple property listing
(Enter "N/A" if property is not part of a multiple property listing)

N/A

Number of contributing resources previously listed in the National Register

N/A

6. Function or Use

Historic Functions
(Enter categories from instructions)

DOMESTIC / single dwelling

Current Functions
(Enter categories from instructions)

RECREATION AND CULTURE / museum

GOVERNMENT / government office

7. Description

Architectural Classification
(Enter categories from instructions)

LATE 19TH & 20TH CENTURY REVIVALS:

Pueblo Revival

Materials
(Enter categories from instructions)

foundation: CONCRETE

walls: STUCCO

roof: ASPHALT

other:

Narrative Description

(Describe the historic and current physical appearance of the property. Explain contributing and noncontributing resources if necessary. Begin with **a summary paragraph** that briefly describes the general characteristics of the property, such as its location, setting, size, and significant features.)

Summary Paragraph

The McCullough-Price House is located in Chandler, Arizona, a suburban city of approximately 235,000 residents, located 20 miles southeast of Phoenix. The building is located on Chandler Village Drive, adjacent to the Chandler Fashion Center mall, approximately one-half mile south of Chandler Boulevard and one-half mile west of Price Road and the Loop 101 freeway. The property was originally part of a rural estate owned by the McCullough family that encompassed approximately 200 acres. Over time, the estate was divided so that the parcel containing the McCullough-Price House now consists of only 1.5 acres. The house, which was constructed in 1938, is a one-story, stuccoed brick building designed in the Pueblo Revival Style. According to the original drawings, the building had an L-shaped plan, with a living room, dining room, den and kitchen at the front, and four bedrooms and three bathrooms at the rear ell. A service wing extended from the north side of the building, with a maid's room, bathroom, laundry room and three-car garage. A large patio with an outdoor grill was located at the rear of the building, adjacent to the bedroom wing. In 2001, the building was acquired by the City of Chandler, who rehabilitated it for use as a visitor center, gallery, event facility and office. The rehabilitation was completed in June 2007. The footprint of the building is unchanged, as is the exterior appearance, except for a few door and window openings at the service wing and garage which were reconfigured to create public restrooms and a meeting room. The most significant interior spaces have been preserved, including the entry vestibule, living room, dining room and den. Despite these modifications, the building still retains sufficient integrity to convey its historical significance.

Narrative Description

See Continuation Sheets, Section 7

8. Statement of Significance

Applicable National Register Criteria
(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing)

- [ ] A Property is associated with events that have made a significant contribution to the broad patterns of our history.
- [ ] B Property is associated with the lives of persons significant in our past.
- [X] C Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- [ ] D Property has yielded, or is likely to yield, information important in prehistory or history.

Criteria Considerations
(Mark "x" in all the boxes that apply)

Property is:

- [ ] A owed by a religious institution or used for religious purposes.
- [ ] B removed from its original location.
- [ ] C a birthplace or grave.
- [ ] D a cemetery.
- [ ] E a reconstructed building, object, or structure.
- [ ] F a commemorative property.
- [ ] G less than 50 years old or achieving significance within the past 50 years.

Areas of Significance
(Enter categories from instructions)

ARCHITECTURE

Period of Significance

1938

Significant Dates

1938

Significant Person
(Complete only if Criterion B is marked above)

N/A

Cultural Affiliation

N/A

Architect/Builder

Lescher & Mahoney

J.W. Mougeot

Period of Significance (justification)

The period of significance for the property is 1938, which is the year the house was built.

Criteria Consideratons (explanation, if necessary)

N/A

Statement of Significance Summary Paragraph (provide a summary paragraph that includes level of signficance and applicable criteria)

The McCullough-Price House is locally significant under Criterion C in the area of Architecture. Built in 1938 as a winter home for Michigan businessman William D. McCullough and his family, the imposing 3,308-square foot building was one of the largest residences in the Chandler area at the time. With its smooth stuccoed walls, tapered parapets, exposed roof beams, and ornamental cast concrete and stone, the house is the best early twentieth-century example of the Pueblo Revival Style in Chandler. The house also is one of the most impressive examples in the entire Phoenix metropolitan area of a Pueblo Revival-style residence built during the historic time period. The house was designed by the Phoenix architectural firm of Lescher & Mahoney, who primarily designed commercial and institutional buildings, including several Arizona landmarks. Of the firm's 2,541 commissions, only 25 of them were in Chandler or the surrounding area. Of these 25 commissions, only six are known to have survived. The McCullough-Price House represents the best remaining work of Lescher & Mahoney in the city of Chandler.

Narrative Statement of Significance (provide at least **one** paragraph for each area of significance)

See Continuation Sheets, Section 8

Developmental history/additional historic context information (if appropriate)

See Continuation Sheets, Section 8

9. Major Bibliographical References

Bibliography (Cite the books, articles, and other sources used in preparing this form on one or more continuation sheets)

Previous documentation on file (NPS):

___ preliminary determination of individual listing (36 CFR 67 has been requested
___ previously listed in the National Register
___ previously determined eligible by the National Register
___ designated a National Historic Landmark
___ recorded by Historic American Buildings Survey #_____
___ recorded by Historic American Engineering Record #_____

Primary location of additional data:

___ State Historic Preservation Office
___ Other State agency
___ Federal agency
_X_ Local government
___ University
___ Other
Name of repository: City of Chandler

Historic Resources Survey Number (if assigned): _____

10. Geographical Data

Acreage of Property 1.5 acres
(Do not include previously listed resource acreage)

UTM References
(Place additional UTM references on a continuation sheet)

	Zone	Easting	Northing		Zone	Easting	Northing
1	12	416050	3684470	3			
2				4			

Verbal Boundary Description (describe the boundaries of the property)

That portion of the South half of Section 36, Township 1 South, Range 4 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at the Northeast corner of Hearthstone Unit 3, according to Book 276 of Maps, page 41, records of Maricopa County, Arizona;
THENCE North 89° 50' 28" East at right angles to the East line of said Hearthstone Unit 3, a distance of 175 feet;
THENCE South 00° 09' 32" East parallel to said East line, 373.38 feet;
THENCE South 89° 50' 28" West 175 feet to a point on the East line of said Hearthstone Unit 3;
THENCE North 00° 09' 32" West, along said East line, 373.38 feet to the POINT OF BEGINNING.

Boundary Justification (explain why the boundaries were selected)

The boundary for this nomination is the property line for the 1.5-acre parcel containing the McCullough-Price House. The nominated property includes the building itself and the grounds within the 1.5-acre parcel.

11. Form Prepared By

name/title Kevin Weight, Consultant
organization City of Chandler – Community Services Dept. date March 28, 2009
street & number 6604 S. Pearl Dr. telephone (480) 802-1028
city or town Chandler state AZ zip code 85249
e-mail kevin.weight@yahoo.com

Additional Documentation

Submit the following items with the completed form:

- **Maps:** A **USGS map** (7.5 or 15 minute series) indicating the property's location.

  A **Sketch map** for historic districts and properties having large acreage or numerous resources. Key all photographs to this map.

- **Continuation Sheets**

- **Additional items:** (Check with the SHPO or FPO for any additional items)

Photographs:

Submit clear and descriptive black and white photographs. The size of each image must be 1600x1200 pixels at 300 ppi (pixels per inch) or larger. Key all photographs to the sketch map.

Name of Property: McCullough-Price House

City or Vicinity: Chandler

County: Maricopa **State:** Arizona

Photographer: Kevin Weight

Date Photographed: June 8, 2007

Description of Photograph(s) and number:

1 of 15: Primary façade & main entrance (looking southwest)
2 of 15: Primary façade & driveway (looking west)
3 of 15: South façade (looking northwest)
4 of 15: North façade – former garage & service wing (looking south)
5 of 15: Front door (looking west)
6 of 15: Living room (looking southwest)
7 of 15: Fireplace in living room (looking west)
8 of 15: Former bedroom wing, now gallery & offices (looking southwest)
9 of 15: Den (looking southeast)
10 of 15: Dining room (looking northwest)
11 of 15: Kitchen (looking west)
12 of 15: Rear patio & barbecue (looking northwest)
13 of 15: North façade of bedroom wing (looking southwest)
14 of 15: Rear patio (looking southeast)
15 of 15: West façade of service wing (looking northeast)

Paperwork Reduction Act Statement: This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C.460 et seq.).
Estimated Burden Statement: Public reporting burden for this form is estimated to average 18 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Chief, Administrative Services Division, National Park Service, PO Box 37127, Washington, DC 20013-7127; and the Office of Management and Budget, Paperwork Reductions Project (1024-0018), Washington, DC 20503.

NARRATIVE DESCRIPTION

Setting

When the property was first purchased by the McCullough family in 1937, it consisted of approximately 200 acres, located within the section of land bounded by Chandler Boulevard on the north, the Gila River Indian Community on the south, Price Road on the east, and McClintock Road on the west. Over time, the large, rural property was divided several times. Today, the house is located on a much smaller parcel, which is only 1.5 acres in size.

The setting around the McCullough-Price House is now largely commercial, with the Chandler Fashion Center mall located immediately to the northeast. Other large retail establishments, including Target and Costco, are located to the southeast. Two major freeways, the Loop 101 and Loop 202, are located approximately one-half mile to the east and south, respectively. A neighborhood of single-family homes, known as Hearthstone, is located to the west.

The McCullough-Price House is located on Chandler Village Drive, which is the half-mile street between McClintock Drive and the Loop 101 freeway. The house is located just south of the intersection with Frye Road, which is the half-mile street between Chandler Boulevard and the Loop 202 freeway.

Adjacent to the 1.5-acre parcel containing the McCullough-Price House are two larger landscaped parcels (4.1 acres and 3.9 acres), which are also owned by the City of Chandler. Collectively, the three City-owned parcels are nearly 10 acres in size and present a welcome respite from the surrounding commercial and residential development.

The 1.5-acre parcel is accessed from Chandler Village Drive via a circular asphalt driveway. The circular drive is a replication of the driveway shown on the original plans; however, there is no evidence that this type of driveway actually existed prior to the City's ownership of the property. Aerial photos show that there was a long driveway extending one-half mile west from Price Road directly to the garage, with no circle. The current driveway has a planting island at the center of the circle, containing desert landscaping and a large fountain. A paved parking area is located to the north of the circular driveway, and a gravel parking area is located to the south (the rehabilitation plans show it is to be paved in the future).

On the north, east and west sides of the house there is a spacious green lawn. The lawn now comes right up to the front of the garage, whereas originally the driveway extended to this area.

At the rear of the building is a large patio, which is shown in the original plans. The patio consists of a grassy area framed by a 4-foot high stuccoed wall. At the northwest corner of the patio is a built-in outdoor grill composed of stuccoed brick. The grill includes a chimney, which is approximately 13 feet in height. In front of the grill is a flagstone hearth, which is part of the original design. Additional flagstone pavers have been installed around the perimeter of the patio, inside the wall, as part of the recent rehabilitation.

The original plans show that a stable was also to have been built on the site, just northwest of the garage. It is unclear whether this building, with a rectangular plan measuring approximately 20 x 100 feet, ever actually existed.

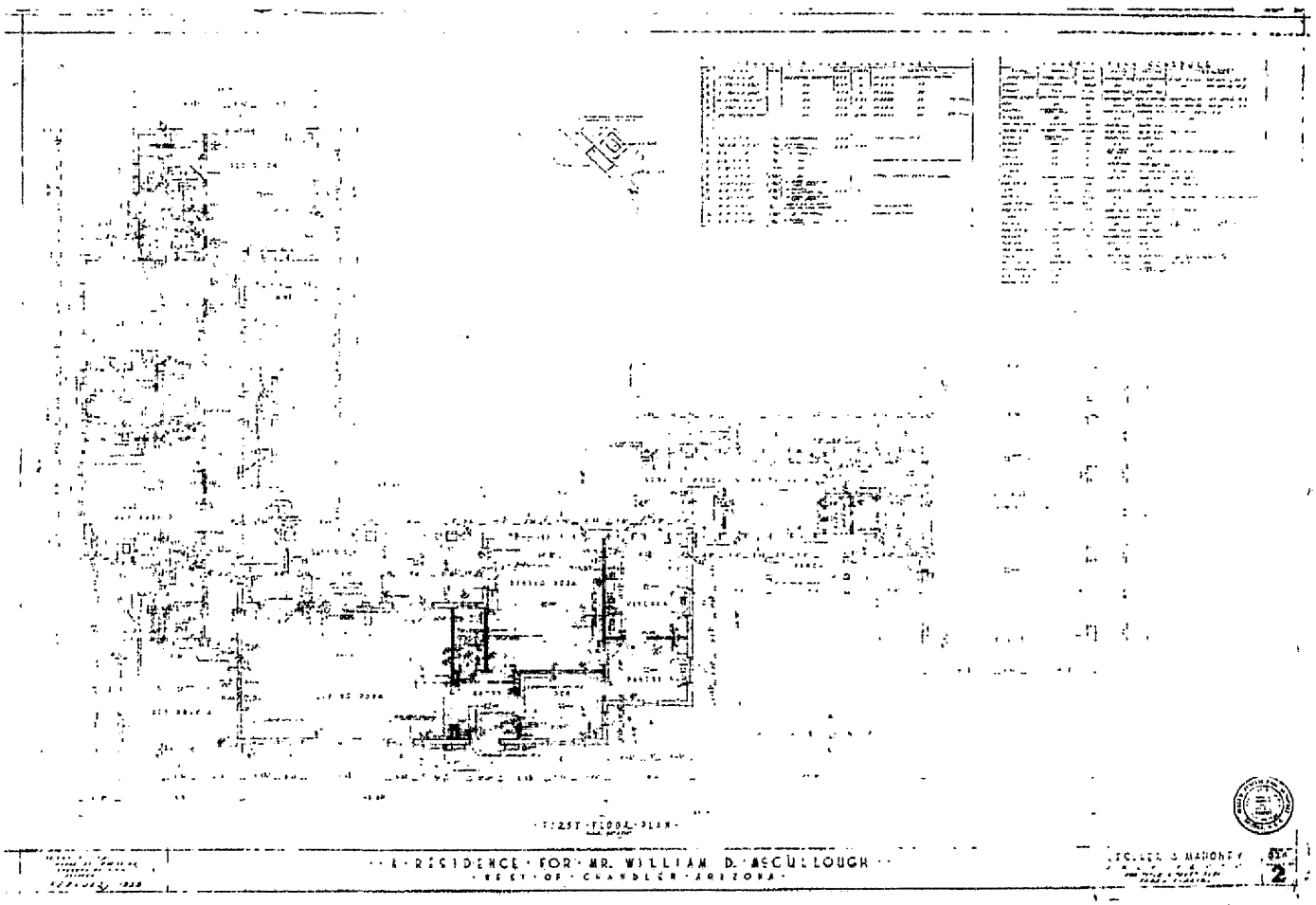


Figure 1. *Original floor plan for the McCullough-Price House, designed by Lescher & Mahoney, February 1938.*

Exterior

The 3,308-square foot building has an L-shaped plan, measuring approximately 77 feet in width by 125 feet in length. The living room, dining room, den and kitchen are located in the main portion of the building, with the former bedrooms and bathrooms at the rear ell. A service wing extends from the north side of the building, with what was originally a maid's room, bathroom, laundry room and three-car garage. The service wing is recessed behind the main portion of the building by approximately 25 feet.

The building has a concrete foundation, with a small basement located near the center of the rear ell. The walls are constructed of brick, which has been sheathed with a smooth stucco finish. The building is painted a light tan color, with tan and salmon-colored trim. The roof is flat with a raised parapet, which is tapered at the top and at the corners.

The main portion of the building consists of a raised central pavilion (approximately 14 feet in height) with lower projections at both the north and south ends (approximately 11 ½ feet in height). The north projection is recessed behind the central pavilion while the south projection extends to the front. The pavilion is highlighted by an offset entry with a single door. The wood door has a diamond-shaped window at the center and a diagonal design in the panels. The frame has a zigzag design. Also present is a large door surround, which is composed of cast concrete and natural "desert stone." The surround includes several cast stone inserts with "Indian hieroglyphics," including a very large panel directly over the door. Adjacent to the door surround, on each side of the front entry, are wrought iron light fixtures.

The windows on the house are steel casements. They are typically paired and have four lights, although some of the smaller windows are single casements with three lights. All of the windows have cast concrete lintels with zigzag designs. The windows do not have projecting sills; instead, the openings are tapered at the bottom and on both sides.

Perhaps the most significant ornamental features are the vigas, or "wood lookouts," which run along the top of the façade. The vigas are meant to mimic structural timbers, but in this case they are purely ornamental. They measure approximately 8 inches in diameter. Wood scuppers are also present to allow water to drain from the roof.

The rear bedroom wing is generally rectangular in plan, although the middle portion projects approximately 5 feet to the south and the rear portion projects approximately 9 feet to the north. The wing is approximately 11 ½ feet in height, with a ceiling height of 8 ½ feet. A small, tapered chimney is located along the south wall, approximately 25 feet back from the front façade, although it is apparently no longer functional. The bedroom wing has the same vigas and fenestration pattern as the front façade of the house, although on the north side of the wing there is an exterior stairway leading up to small roof deck. Underneath the stairway is a second stairway leading down to a small basement underneath the middle portion of the bedroom wing. The basement measures 15 x 25 feet and is 9 feet in height.

The service wing is located north of the main entrance to the house, and is recessed approximately 25 feet behind the front façade. The wing is generally rectangular in plan, with a large garage at the far end, which is also rectangular in plan. The wing measures approximately 11 by 35 feet, and the garage measures approximately 21 x 31 feet. Like the bedroom wing, the service wing is approximately 11 ½ feet in height with a ceiling height of 8 ½ feet. The wing's most prominent feature is a front porch with a "log" roof. The "logs" are rounded timbers, 6 inches in diameter, set atop 8 x 8 inch wood beams supported by 8 x 8 inch posts with Southwestern-style corbels. The front façade of the service wing features an intact steel casement window, along with three other openings that have been filled in to accommodate the new restrooms. The rear façade

of the service wing features three intact steel windows and two new openings that serve as the entrances to the new restrooms.

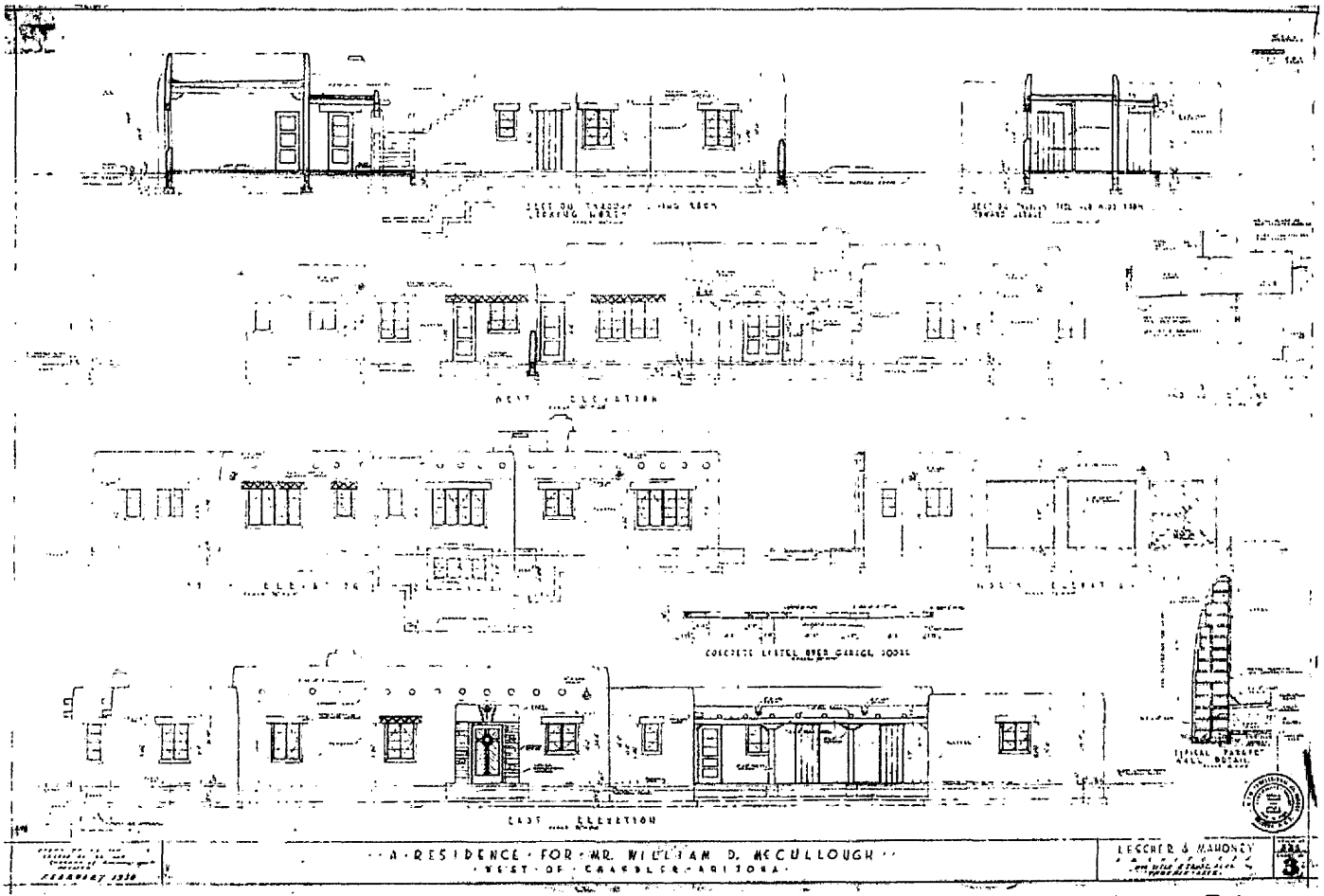


Figure 2. *Original elevations for the McCullough-Price House, designed by Lescher & Mahoney, February 1938.*

The garage is connected to the service wing by way of the front porch. The garage measures approximately 10 ½ feet in height, with a ceiling height of 9 feet. The original garage doors have been replaced with fixed panels, although the new panels replicate the diagonal pattern shown on the original plans. The center panel includes a pair of three-light French doors.

At the rear of the main portion of the building is a porch similar in design to the one at the front of the service wing. The main difference between the two is that the rear porch is supported by tapered stucco columns instead of wood posts. A large chimney is also located in this area; like the other chimney, it is tapered at the

top. The rear porch is accessed from the living room via two pairs of French doors (one on each side of the chimney) and from the dining room via a third pair of French doors. The porch floor features flagstone pavers, which appear to be original.

Interior

Just inside the front entry of the McCullough-Price House is a small entry vestibule, which measures approximately 8 x 10 feet. The vestibule features a tongue-and-groove wood ceiling with exposed 6 x 6 inch wood beams. At the center of the ceiling is a large metal light fixture. The opening leading from the entry vestibule to the living room has decorative 2-inch wood "poles" across the top. Like the vigas on the exterior of the house, these poles are intended to mimic structural elements, but are actually purely ornamental. The end poles facing the living room and vestibule are plastered, whereas the middle poles are exposed wood.

The living room is located immediately south of the entry vestibule and is the largest, most elaborate room in the house, measuring approximately 16 x 26 feet. Unlike the rest of the house, which has a ceiling height of 8 ½ feet, the living room ceiling is 10 feet in height. The living room has a tongue-and-groove wood ceiling with exposed beams, similar to the one in the entry vestibule, although the beams at the living room ceiling are larger, measuring 8 x 8 inches. Beneath each beam, at the juncture with the wall, are ornamental wood brackets, measuring 8 x 10 inches.

In addition to an original concrete floor, the living room also features a prominent fireplace at the center of the west wall. The fireplace is composed of cast concrete and "desert stone," with a projecting wood mantle. Above the mantle are two decorative tile grilles, which allow warm air to flow, and a pair of ornamental lamps. On each side of the fireplace, there is a pair of three-light French doors leading to the rear patio.

The dining room is located immediately west of the entry vestibule. It measures approximately 14 x 16 feet and, like the living room, has a ceiling height of 10 feet. The dining room also features a tongue-and-groove wood ceiling with exposed beams, although the beams are rounded. These 8-inch diameter "log" beams are supported by a second set of log beams, measuring 10 inches in diameter. Beneath the lower logs, at the juncture with the wall, are brackets in the form of rounded log ends. The log ends measure approximately 1 foot in length and are lashed to the beams above them. At the center of the ceiling is a large wrought iron light fixture. The dining room also has an original concrete floor and a pair of three-light French doors leading to the rear patio.

The den is located immediately north of the entry vestibule. It measures approximately 8 ½ x 10 feet, with a ceiling height of 8 ½ feet. The den features wood paneling on all four walls, with an elaborate wood frieze at the top. The frieze, which circles the entire room, has a Southwestern motif. Along the edge of the ceiling is a ½ x 3 ½ inch redwood board cut in an ornamental pattern.

North of the den is the kitchen, which connects the main portion of the house to the service wing. The kitchen was originally composed of two rooms—one was a small pantry—although the pantry has been removed to

make the kitchen larger. The kitchen is generally configured the same way as in the original plans, although the cabinets and appliances have been modernized.

The service wing, which originally consisted of a maid's room, bathroom, laundry room and several small work rooms, now consists of two modern restrooms and a janitor's room. The garage is now a meeting room. No significant interior features remain in these rooms.

Likewise, the interior of the bedroom wing has been reconfigured from four bedrooms and three bathrooms to a large gallery space with offices at the rear. Aside from the concrete floors, no original interior features remain.

Integrity

The McCullough-Price House retains sufficient integrity to convey its significance under Criterion C as an outstanding local example of the Pueblo Revival Style. Although the building now has a new use, it still has high integrity of design, particularly on the exterior, with the only modifications being a few door and window openings at the service wing and garage. The most significant interior spaces have been preserved, including the entry vestibule, living room, dining room and den. The building also has excellent integrity of materials, with its brick construction, smooth stucco walls and steel windows still intact. The integrity of workmanship is also very high, with all original Pueblo Revival details still intact.

The building remains in its original location, never having been moved. However, when the large agricultural tract was divided and sold for commercial and residential development, the rural setting was compromised and the association with farming was lost. Thus, the property does not retain sufficient integrity to convey its significance under Criterion A.

NARRATIVE STATEMENT OF SIGNIFICANCE

History of the Property

Early History

Following the establishment of the nearby Vulture Mine in 1864 and Camp McDowell in 1865, there was considerable interest in creating an irrigation system in the Salt River Valley to meet the demand for agricultural products. In 1868, the first canal of the modern irrigation system was dug and, very quickly, a network of irrigation channels marked the modern landscape.

Unfortunately, the Salt River, which provided water to the canal network, proved unpredictable, with periods of heavy flooding followed by long periods of drought. Valley land owners recognized that the only permanent solution to the area's water problem was to construct a storage reservoir on the upper Salt River, where the water flowed through steep canyons. A potential dam site had been surveyed in 1889, but area farmers lacked the resources to undertake such a monumental project.

Congress solved the problem when it approved, and President Theodore Roosevelt signed, the National Reclamation Act of 1902. The act provided federal assistance for construction of irrigation works, including water storage dams. In February 1903, Valley land owners incorporated the Salt River Valley Water Users' Association (SRVWUA) to entice the federal government, through the newly created U.S. Reclamation Service (USRS), to build Roosevelt Dam. The dam was one of the five original federal projects authorized on March 13, 1903 and was the first major project to be completed, on March 18, 1911.

The SRVWUA opened up membership to the landowners in 1903, and over the next decade area farmers signed up their acreage. Because the Reclamation Act limited to 160 acres the amount of ground for which any one owner could get water, several major landowners in the Valley were forced to subdivide their holdings.

One of these landowners was Dr. Alexander John ("A.J.") Chandler, a member of the SRVWUA's executive committee and owner of approximately 18,000 acres in southeastern Maricopa County. In 1911, Dr. Chandler subdivided his vast ranch, creating a townsite that would become the city of Chandler. The townsite was located three miles east of Section 36, Township 1 South, Range 4 East—the section of land where the McCullough-Price House would later be constructed.

Early USRS records indicate that, unlike other sections which had been claimed by homesteaders, Section 36 was "State Lands." However, by 1911, William S. Austin had entered 77 acres in the north half of the northeast quarter of Section 36 into the SRVWUA. Austin apparently leased the land from the government, as state trust lands were not sold until after the State Land Code was established in 1915. Austin had arrived in the Chandler area as a youth in 1888, traveling by covered wagon from Texas. In 1893, he married his wife, Lourena Cosner, a Tempe resident. In 1899, they purchased land and built a house near the intersection of present-day Price and Ray Roads. The Austin family raised barley, oats and bees, as well as cotton after

1918. One of their three sons, Wilfred, served for approximately 30 years as a sports coach, teacher, principal and district superintendent for Chandler schools.

In 1914, the Board of Survey established the lands that were eligible for membership in the Salt River Project (SRP). All of Section 36, T1S, R4E was designated as "Class C" lands, meaning that they were located within the irrigable district but not irrigated or for which no attempted appropriation of the flow in the river had been made. The 1914 Board of Survey map confirmed that the north half of the northeast quarter (the W.S. Austin property) was included in the SRP water delivery district. A 1921-1922 SRP zanjero map shows water delivery to the north end of the section. Water was delivered from the Consolidated Canal, via the Banta Lateral, or Lateral 13, which ran parallel to the road that is now Chandler Boulevard.

In 1926, Mormon Flat Dam was completed several miles downstream from Roosevelt Dam, thus allowing the water storage supply to be increased and additional lands scattered throughout the Salt River Valley to join the SRVWUA. In 1927, the remainder of Section 36 joined the SRVWUA as "Mormon Flat Lands": 198 acres in the south half of the northeast quarter and north half of the southeast quarter of the section by John Andersen; and 232 acres in the south half of the southeast quarter and all but the northeast quarter of the southwest quarter and the southwest quarter of the northwest quarter by Arthur & Louise Price.

By the 1930s, the main landholders of Section 36 continued to be the Austin, Price and Andersen families. W.S. and Lourena Austin still owned the north half of the northeast quarter; the Prices still owned the same acreage they had owned in 1927; and John Andersen's brother-in-law, Thomas Andersen, had acquired the southeast quarter of the northwest quarter. However, by 1937 the land previously owned by John Andersen was in the possession of the General American Life Insurance Company.

The McCullough Family

The family associated with the construction of the current McCullough-Price House had their roots in Detroit, Michigan. William Davis McCullough was the owner of a subcontracting business that sold automotive parts to the Chrysler Company. The McCulloughs also owned a ranch in the Detroit area that raised show horses. In 1936, the family began traveling to Chandler to stay for the winter season, which usually lasted from December until April. William and his wife, Grace, his daughter, Virginia, and his son, Jack, stayed at the San Marcos Hotel (NRHP listed 4/29/1982). By the 1930s, the hotel had become a favorite winter destination for many wealthy and famous families, such as the Vanderbilts, Firestones, Fords and Rockefellers. Prominent families from the East and Midwest flocked to the hotel, one of the few resorts in the Valley at the time.

The McCullough family decided to build a house and stay for longer amounts of time during the winter. On April 30, 1937, William McCullough purchased 200 acres in Section 36, T1S, R4E, from the General American Life Insurance Company. Nearly two years later, on April 3, 1939, McCullough purchased an additional 40 acres from Thomas & Marva Andersen, expanding his property to 240 acres.

In 1938 McCullough hired the Phoenix architectural firm of Lescher & Mahoney to design the present-day house. He hired J.W. Mougeot, a Mesa contractor, to build the large Pueblo Revival-style home, which was completed in October of the same year.

According to the *Chandler Arizonan,* the McCulloughs hosted a "steak fry and housewarming party" on October 29, 1938. They invited a few friends from Chandler, Mesa, and Phoenix to celebrate the completion of their new "ranch." Guests included Dr. & Mrs. J.M. Meason, Dr. & Mrs. C.L. von Pohle, Mr. & Mrs. O.G. Johnson, Wayne Stapley and O.A. Gamble from Chandler; Jack Leyda and J.W. & O.L. Mougeot of Mesa; and E.R. Larraway of Phoenix. The family left and then returned some time later, staying in their new home for the winter season. Since the land was already under cultivation, the family rented out the farm. The farming operations were run from the foreman's home along Price Road, south of Chandler Boulevard. A barn and stables also were located on the farm near this building.

While in Chandler, McCullough met and became friends with local alfalfa mill owner Roy Lochhead. Lochhead invited McCullough to come to the mill's feedlot and herd cattle. Roy's wife, Odessa, became friends with Mrs. McCullough, and the children of the two families became acquainted as well.

William McCullough died on May 30, 1940. Upon her husband's death, Mrs. McCullough decided to sell the family's property in Chandler and remain permanently in Detroit. She sold the property to her friend, Odessa Lochhead, shortly after Mr. Lochhead had also passed away.

WINTER VISITORS TO MAKE HOME HERE; NOW FURNISHING NEW HOUSE

W. D. McCullough, of Detroit, Michigan, who has been a winter visitor at Chandler for the past two seasons, is here this week, purchasing furniture for the fine new twelve-room residence which has just been completed on his 200-acre ranch west of Chander. He was accompanied here by his son Jack, who will enter the Mesa Ranch School next Monday.

Mr. McCullugh purchased the property west of Chandler last year, and it is now partially planted to crops, and part of it is being put in shape to plant at the present time. The home, in which Mr. McCullough will live when he returns here later in the winter, was built by J. W. Mougeot of Mesa, with Lescher and Mahoney of Phoenix as architects. At the present time, it is jut being completed, and at a later date, may be opened for inspection by Chandler people for a short time.

Figure 3. *Article from* Chandler Arizonan, *October 28, 1938. Courtesy Chandler Historical Society.*

The Lochhead Family

Prior to purchasing the McCullough property, Odessa Lochhead had lived with her husband, Roy, and their son, Jim, in a Phoenix rental home. On December 9, 1941, Roy died, and Odessa decided she wanted a permanent home with a farm. She purchased the property from the estate of William D. McCullough on July 25, 1942. Odessa may have wanted to live closer to the Pecos Milling Company, which she had taken over after her husband's death. Jim was serving in the Air Army Corps at the time.

The Lochhead family had been operating a business in Chandler since the late 1920s. With roots in a Texas flour milling family, in 1912 a young Roy Lochhead began his own alfalfa milling company in Hagerman, New Mexico, called the Pecos Valley Milling Company. He eventually expanded, establishing milling operations in other states such as Arizona, Texas, Oklahoma, and later in Missouri and Ohio. Roy located his Arizona

operation in Chandler in the late 1920s, an ideal location due to the dry climate and abundance of sunshine. In addition, many local farmers grew alfalfa, which created a ready market.

During the late 1930s, over 10,000 tons of alfalfa were raised per year in the Chandler area, as well as 16,000 tons grown on the Gila River Indian Reservation. The company purchased much of this alfalfa, processed it, and then sold the hay locally for cattle feed, as well as to national companies such as Ralston Purina, who sold mixed feed for animals like horses and chickens. The mill was located east of the railroad tracks on what was to become Pecos Road, named after the company. In 1937, Roy decided to permanently locate his company headquarters in Chandler. He also built a cattle feedlot near the mill, holding over 3,000 head of cattle.

In 1942, several months after her husband's death, Odessa Lochhead sold the company to Jack Bogle, a Chandler resident who was Roy's business partner. Odessa had also sold their family house and farm in New Mexico. She lived in the Chandler house until March 28, 1943, when she passed away. Jack Bogle then worked out a deal with San Marcos Hotel manager John Quarty to hold the house in trust while Jim Lochhead finished his time in the service and began schooling at the University of Arizona. Between 1943 and 1946, the hotel rented out the house in the winter to George Pullman, who was related to the Pullman Company family.

In 1946, while attending the University of Arizona, Jim Lochhead met Anna Grijalva, a native of Superior, Arizona. Anna's family came from the pioneer Mexican American communities of Phoenix and Prescott. Her father, Raoul, worked as an accountant for the Superior Mining Company, and her mother, Marian, taught first grade for many years. Soon after meeting, Jim and Anna decided to marry. At the age of twenty, they moved into the vacant Lochhead house, and both attended Arizona State College for a brief period of time.

When the couple arrived at the house, Odessa's furniture still remained as it had been when she had resided there. Each bedroom included sets of different styles of furniture, and each of the four bathrooms was designed with a different color scheme: green, pink, coral, and black. The interior of the house included unusual features, such as a built-in bread box in a cabinet near the stove, and closets with automatic lights and drop boards to fold linens. The house also included servants' quarters with a bedroom and bathroom, and a separate entrance, located just off the kitchen. The house was surrounded by farm fields, set back half a mile from Price Road. A row of eucalyptus trees lined the irrigation ditch behind the house, and flowers grew along the walkway and the back patio wall. Grass grew in a front and side lawn, as well as in the courtyard area. Anna later recalled her first impressions of the house:

> Well, I thought it was beautiful; sitting out in the middle of 350 acres made it more dramatic. It went down a long driveway to the house. And all the fields were planted. It was really special. I had never lived on a farm. My grandfather had, but that wasn't like my grandfather's; it was much finer. It was really lovely and we enjoyed it very much. It was a lot of house for two people at the time.

Jim and Anna settled in quickly, enjoying their spacious, unique home and often relaxing on the patio while barbecuing on the outdoor grill. It could get warm in the house with only evaporative cooling, and the couple

often traveled to cooler climates during the summer. Like many wealthier families in the Valley, Jim and Anna employed domestic help, a black couple named Roy and Hiawatha White. The Whites lived in south Phoenix, and drove to the Chandler area every day to work. Roy did much of the cooking and heavy work around the house, while Hiawatha cleaned and shopped for groceries. Roy White had worked for Odessa's family in Texas, and came west with them. Once the Whites stopped working for them, Jim and Anna employed other black women from Chandler to help with the household chores.

The Lochheads had many social gatherings at the home, where they played cards and entertained other Chandler residents at dinner parties, such as the Bogles, Neats, Bevels, Ellsworths and Baldwins. Jim and Anna traveled three miles east into the small town of Chandler to shop at Basha's Grocery, Dudding's Drug or Stapley's Hardware and pick up necessities like gas and tires. They patronized the San Marcos Hotel to play golf and attend the annual Chandler Service Club Ball; Anna took knitting lessons there as well. Sometimes Anna attended mass at St. Mary's Catholic Church. They often went with friends to see the latest movies in Mesa, or drove forty minutes west along Baseline Road, past rows of citrus groves and flower gardens, to visit downtown Phoenix. In 1948, Jim and Anna moved to San Francisco, where their son Jim, Jr. was born. They didn't stay long and moved back to the house by the next year.

While living in the house, Jim tried his hand at farming the surrounding 350 acres, growing common crops like cotton and alfalfa, and less common crops as well. He later recalled:

> You think you are gonna find a wonderful new crop to grow, and its going to be the answer to all the farming problems. So one year I grew castor beans because they were using castor bean oil in the lubrication of jet engines. And then a couple years later I decided that flax might be a good crop—I think I grew 40 acres of it—the paint companies contracted and they used it for linseed oil. I tried that one year. I never did find the perfect answer, so I just went back to cotton and alfalfa.

Other farms surrounded the Lochheads' farm. East of the house, the Andersen family grew cotton and alfalfa. Further north, the Thude family owned a small dairy and raised cotton and alfalfa. Arthur Price owned farmland west of the Lochheads, and just north of the house along Chandler Boulevard was a small dairy. Next to the dairy was the tiny settlement of Hightown, where primarily agricultural workers of Mexican and Yaqui descent lived.

Jim hired local crews, including entire families, to work in the cotton fields. Workers helped thin plants in the spring and harvested in the fall. Entire families worked long hours in the fields, filling their sacks as quickly as possible. Most of the workers were local black, Mexican American or Yaqui residents, coming from south Phoenix, Guadalupe and Tempe.

Jim continued his family's close business ties with the Bogles, selling his alfalfa to the Pecos Valley Milling Company and ginning his cotton at the Bogle Gin in the Ocotillo area of Chandler. One part of the farm contained very sandy soil which, he soon discovered, would destroy the young cotton plants when the winds whipped up the dust. He also found that the water from the well on his farm contained a high salt content,

which formed an alkali on the ground. Interestingly, the Austin family living in the area in the teens and 1920s also encountered problems with salty water and had tried digging several wells to locate good drinking water. Eventually, the Austins had to haul their drinking water from Tempe. This potential problem became one of the reasons Jim eventually decided to sell the farm.

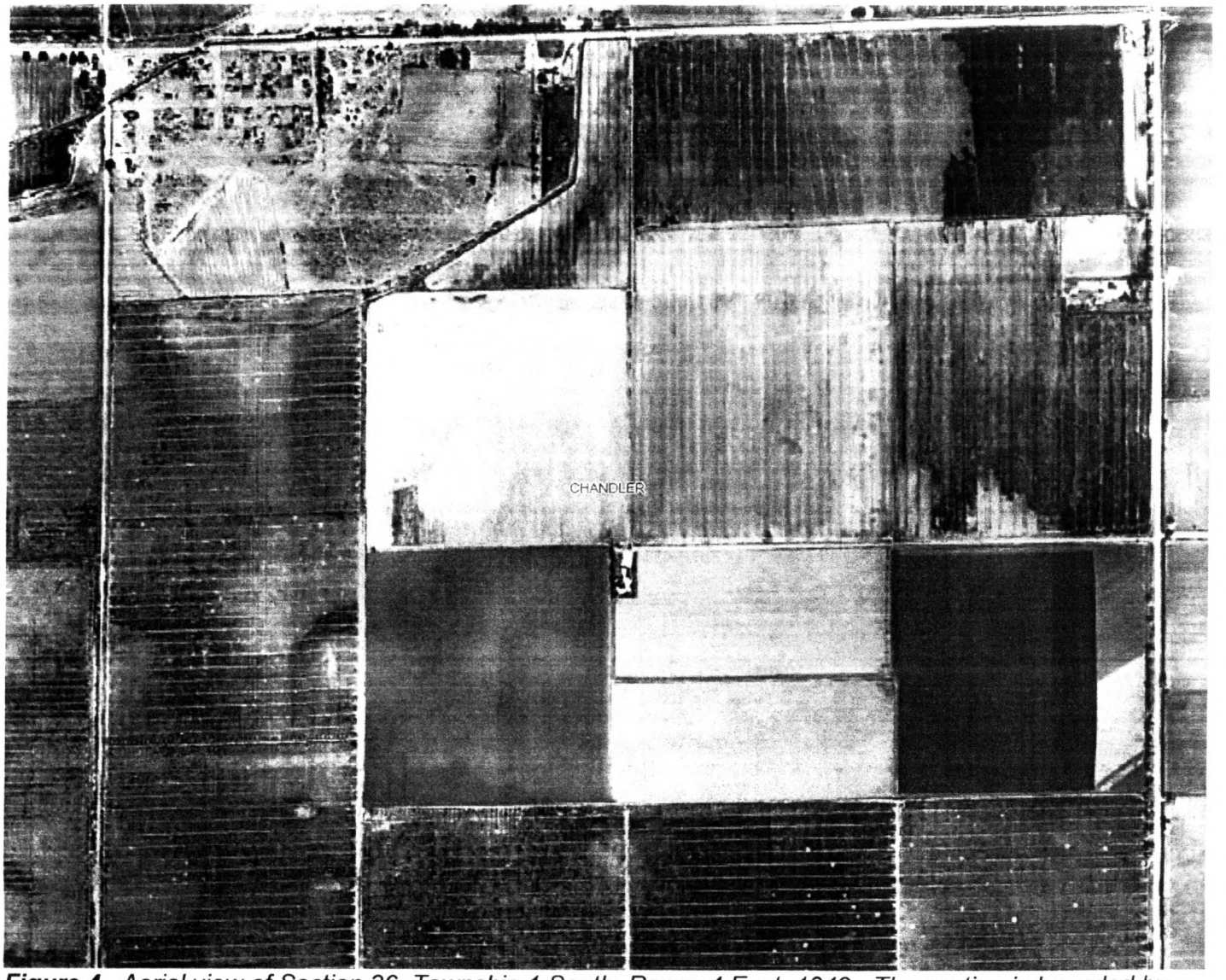


Figure 4. *Aerial view of Section 36, Township 1 South, Range 4 East, 1949. The section is bounded by present-day Chandler Boulevard to the north, Pecos Road to the south (not visible in this photo), Price Road to the east, and McClintock Road to the west. The McCullough-Price House is located at the center of the section. Courtesy Flood Control District of Maricopa County.*

In 1950, Jack Bogle spoke to Jim about selling the farm and the house, due to their concerns over the high salt content in the water. The Lochheads decided to move to north Phoenix and sold the land to Arthur and Louise Price, who owned much of the adjacent land to the west of their property.

The Price Family

After purchasing the land, Arthur and Louise Price moved from downtown Chandler into the home. Louise's family's roots in the Chandler area date to the late 1800s when her uncle, Dr. A.J. Chandler, first arrived. In 1888, A.J.'s younger brother, Harry, traveled from Michigan to Arizona to visit. In a memoir, Harry's wife, Bertha, recalled that he "felt that the west had opportunities, and (he) was instrumental in getting men with money interested in the (Arizona) country."

Following Harry and Bertha's marriage in 1891, the newlyweds moved to Phoenix, where Harry operated a drug store and a shoe store. The couple lived in an adobe home located near 2nd Avenue and Adams Street, where the Orpheum Theatre now stands. By 1897, Harry and Bertha had moved to Mesa, with their daughters Marian (born 1893) and Louise (born 1895), both of whom spent their early years with their mother in Michigan. Harry organized and became president of the Southside Gas and Electric Company in Mesa. He operated this business, which served Mesa, Tempe and Chandler, until 1929, when he sold it to the Central Arizona Light & Power Company. He began a farm in 1905, growing alfalfa and grains, and added dairy and beef cattle and hogs after 1911. His daughter Marian eventually managed the operations of the farm before and after Harry's death. Harry also helped organize the Mesa Public School system and was president of the Roosevelt Water Conservation District.

Meanwhile, Marian and Louise grew up in the Mesa area and eventually entered the private Mt. Ida School in Newton, Massachusetts. Upon graduation from Mt. Ida, both sisters entered college. Louise enrolled at the University of California in Berkeley, pursuing a degree in Literature. While living in Mesa, Louise met a young Arthur Price, who worked closely with her uncle, A.J. They married in 1918 in Arkansas, during the time Arthur was serving in World War I. After her marriage, Louise returned to school, finished her studies and graduated in 1921.

Arthur Price, born in 1889 in Eberton, Washington, graduated from Washington State University in 1909, majoring in history and economics. He then attended Harvard Law School for two years before returning to his home state where he received a law degree from the University of Washington in 1912. He traveled to California looking for a place to begin his career but decided to try the Phoenix area for business opportunities. In Arizona he passed the state bar exam and became a legal counselor for A.J. Chandler in 1913, at the age of twenty-four. Price originally intended to stay in Chandler for a short time in order to gain more legal experience before returning to Phoenix, but changed his mind after working for Dr. Chandler, whom he called "a natural builder with foresight to the future." Price ultimately opened his own law practice, with an office in the Bank of Chandler building.

As the only lawyer in the fledgling settlement of Chandler, Arthur wrote the town's incorporation papers, drafted the town's constitution and by-laws, and became the first Town Attorney. He helped organize

Chandler's Chamber of Commerce in 1914 and served as Chamber's charter president. In 1916, he became Chandler's first Justice of the Peace. Arthur served in World War I with the first contingent of soldiers from Arizona and was commissioned at Camp Pike in Little Rock, Arkansas. He served in France and became an artillery instructor. Once he returned to Chandler, he and Louise purchased a home on Washington Street near present-day Chandler Boulevard. Arthur worked as company attorney for Dr. Chandler's Chandler Improvement Company until 1930, when he shifted his focus to land development and farming as he began purchasing land in west Chandler and Chandler Heights.

By this time, Arthur and Louise had three children: Harriet, born 1920; Suzanne, born 1922; and Arthur, born 1927. The children grew up in Chandler, attending Chandler Grammar School and Chandler High School. They spent many hours with their grandfather, Harry, and their great-uncle, A.J., or "Uncle Alex," as they called him. Harriet attended Stanford and remained in California, and Arthur died in a plane crash at the age of twenty-one. After graduation from Chandler High in 1939, Suzanne attended Mills College in Oakland, California, and then the University of Arizona. She married Jack Propstra in 1943. After their marriage, they lived in Colorado and Washington, traveling to Arizona to visit Arthur and Louise with their three children, John, Diane, and Marilyn.

By 1950, Arthur and Louise had purchased the present-day Price House and 350 acres from the Lochhead family. The Price family may have owned as much as 1,000 acres of land in west Chandler by this time. They joined other families such as the Thudes, Andersens, Dobsons and Taylors as major operators of west Chandler farms. By moving to this home, Arthur could be closer to his land and farming operations in the west Chandler area. He primarily raised cotton and cattle, importing many of his cattle from Mexico.

During the 1950s, the small town of Chandler began to increase in population as post-war migration brought in new residents. Local homebuilders started new subdivisions and the town slowly spread out to the north, but agricultural fields continued to dominate the landscape. In 1954, the town of Chandler gained municipal status and became a city with a population of 5,200 residents, yet agriculture remained a major part of the economy. By the early 1950s the cotton industry contributed $3 million to the local economy, twelve cotton gins operated in the area, and alfalfa crops continued to be processed primarily at the Pecos Valley Milling Company. Many Chandler farmers invested in mechanized picking machines to cut down on labor costs and speed harvesting. Local ranchers raised over 9,000 head of cattle and sheep. Families like the Prices still traveled down dusty dirt or concrete roads to make the trip into town for shopping, entertainment, and everyday needs.

Suzanne and her family visited Arthur and Louise more frequently after they moved to Phoenix in 1953, where Jack opened his business, the House of Trophies. The house remained mostly unchanged from the time of its construction. Louise maintained the house with the help of her maid, Julie, an African American woman. Diane, Suzanne's second-oldest child, has many memories of the house she visited from the early 1950s to the 1960s:

> I remember it seemed palatial, and now it looks small compared to what has been built since. It was very peaceful driving down the road there. My grandfather (Arthur) loved to have flowers and in the spring you'd smell the sweet peas and the stock, and there's still a little vestige of the

garden right there outside of the house ... The irrigation ditch was often full of water and we would swim in it, and walk on the patio wall. If you look at it now, the layout is such that anybody would want a home with a fireplace and a barbecue ... I remember the marble fireplace and the leather-wrapped beams in the dining room. It was beautiful but it was just a home. It was a place where you felt very safe and secure, and it was a treat to be there.

Figure 5. *Arthur & Louise Price, far right, with family members in front of the McCullough-Price House, ca. 1955. Courtesy City of Chandler.*

Arthur died in a traffic accident near the driveway of the Price House in 1971, at the age of 82. Three years later, Louise moved to Phoenix to be near Suzanne and died the following year in 1975. The house and surrounding acreage passed into the hands of the Price daughters. Suzanne kept the house and the nearby land.

Rental Farming and Urban Development

Beginning in 1974, the Price and Propstra families rented out the farm to various tenants. Some of these families lived in the home. At this time, while Chandler was beginning to attract manufacturing industries to the city, the economic backbone of the city continued to be agriculture. In fact, around 1978 the Intel Corporation purchased 80 acres owned by Suzanne Propstra at Chandler Boulevard and Rural Road. A new electronics manufacturing plant rose in the place of cattle, stalls and open range. The establishment of Intel in Chandler paved the way for other large-scale electronics manufacturers in the city and brought in over 500 new jobs. The area around the McCullough-Price House remained part of the county until about 1974, when

Chandler included it as part of a nearly eight square mile annexation that doubled the city's size. By this time, Chandler's population had reached nearly 15,000.

The land around the McCullough-Price house was used for farming up until the 1980s, when it was sold for residential development. Rows of new homes ate up former cotton fields when Pulte Homes purchased a large amount of land just west of the house and constructed the Hearthstone subdivision. In 2001, Suzanne negotiated with retail developer Westcor to initiate the construction of the present-day Chandler Fashion Center. Today the house, surrounded by subdivisions and parking lots, sits on what remains of the original farmland.

Reflecting on how the McCullough-Price house symbolizes the pioneering spirit of early Chandler settlers, Diane Propstra Willian commented:

> It's important to remember what the city was like before development hit. Nobody thought anything of Chandler ... If you think about how he (Arthur Price) came from Washington, how he got to Arizona at that point in time is just remarkable—to think that people would have the foresight to say this place is really worth developing. It had to be so hot and so miserable, and these people could have lived anywhere. I think the home is like an outward and visible symbol of how he thought and how he lived his life.

Conclusion

The history of the McCullough-Price House begins with a wealthy Midwestern family looking for a place to spend mild winters and take part in the burgeoning agricultural opportunities in the Chandler area. The crops planted on the home's surrounding fields bolstered the local economy and provided the raw materials like alfalfa and cotton for products in national and international markets. These fields also provided work for local African American and Mexican American laborers. The house became a home for a newly married couple just beginning their lives and later provided a quiet place for an older couple with deep ties to the city's founding and agricultural development. It eventually housed families who tried their hand at rental farming, as the city's urban growth crept nearer and nearer. The house, with its distinctive southwestern flair that contrasted with other traditional farmhouses scattered about Chandler, remained virtually unchanged over time.

As in 1913 when Arthur Price arrived in the tiny, dusty town of Chandler and soon realized its potential for development, at the age of 79 he continued to predict the city's successful growth, as an urban center rather than a farming community. In 1968, three years before his death, a local newspaper provided the following quote from Arthur Price:

> This community and the surrounding area are really just beginning to move toward larger things. We have a lot going for us—industry in Chandler, proximity to the new freeways and other factors. I think Chandler is on the threshold of great growth and that all of this area will be intensely developed.

The McCullough-Price House now stands completely surrounded by the urban growth that Price predicted, symbolizing Chandler's rural yet progressive past.

The Architecture

The McCullough-Price House is significant as the best example of Pueblo Revival-style architecture in the city of Chandler. Relatively few examples of this style were built in Chandler during the historic time period, and the McCullough-Price House is best of the group, in terms of size, workmanship and design. It also ranks among the best examples of Pueblo Revival-style houses in the Phoenix metropolitan area.

Pueblo Revival Style

The Pueblo Revival Style was derived from late eighteenth and early nineteenth century Southwest Pueblos of the Rio Grande Valley, New Mexico and Arizona. It blended aspects of both Native American pueblos and early structures built by Spanish colonists in Mexico. Although it was an authentic regional style, the Pueblo Revival was first introduced in California where actual pueblos were not built. In 1894, Boston architect A.C. Schweinfurth designed a new hotel in Montalvo, California, generally considered the first modern building done in the Pueblo Revival Style.

The style became most popular, however, in Arizona and New Mexico, areas where the original prototypes survive. The style was especially popular in New Mexico, a state which contributed a modified replica of the Acoma church and convent to the Panama-California Exposition at San Diego in 1915. It is particularly common in Albuquerque and Santa Fe, where it endures today, in part because of special design standards in the cities' historic districts.

Pueblo Revival buildings imitate the hand-finishes of their Native American prototypes. Corners are often blunted or rounded, and wall surfaces are typically given irregular, stuccoed textures. In addition, rough-hewn "vigas" or roof beams, window lintels and porch supports carry out the hand-built theme. The stepped-back roof line of the original pueblos is often used. Like the original pueblos, many of the revival buildings feature adobe construction, although brick, concrete block and wood frame construction are also common.

A local variation of the style, termed the "Southwest Style" in *Historic Homes of Phoenix: An Architectural & Preservation Guide,* combines elements of the Pueblo Revival and Spanish Colonial Revival styles. This variation, which utilizes both the stuccoed, flat roofed, boxlike forms of the Pueblo Revival and the low-pitched gables and red tile roofing of the Spanish Colonial Revival, was much more common in the Salt River Valley than was the pure Pueblo Revival. It represents a natural borrowing and blending of neighboring design influences—pueblo forms from New Mexico and Texas to the east, and Spanish motifs from California to the west. A second local variation, which combines the Pueblo Revival form with elements of the Modernistic styles, is termed "Pueblo Deco." This variation was also more common than the pure Pueblo Revival and appears in several upscale residences and commercial buildings from the late 1920s to the 1940s.

Although the Pueblo Revival Style was primarily used for residences, it was also commonly used for buildings associated with parks or resorts. Examples of park buildings utilizing the style include the Arizona Museum at University Park, and the Webster Auditorium (NRHP listed 6/14/1990) at Papago Park, both in Phoenix. The administration building at South Mountain Park is also designed in the Pueblo Revival Style, although it features walls of native stone rather stucco. Several resorts utilized the style, using it to evoke a romanticized view of the "old Southwest." Examples include the Wigwam Resort in Litchfield Park; the Jokake Inn and Squaw Peak Inn (NRHP listed 7/19/1996) in Phoenix; and the Camelback Inn in Paradise Valley.

In Chandler, the Pueblo Revival Style is rare, as are other Period Revival styles, such as Tudor, Colonial, Classical and Italian Renaissance. According to the *Chandler Historic Resource Survey,* prepared by Alliance Architects in 1998, less than one tenth of the historic housing stock in the survey area represented the Period Revival era. Where Period Revival designs occur, they usually follow the precedent of the San Marcos Hotel and the several Mission Revival-style commercial buildings found in the Chandler Commercial Historic District (NRHP listed 9/22/2000). Only one example of the Pueblo Revival Style is recorded in the survey, located at 308 N. Washington Street. While this house is a good representation of the style, it is much more modest in size (1,221 sq. ft. vs. 3,308 sq. ft.) and workmanship than the McCullough-Price House.
The McCullough-Price House also compares favorably to other examples of Pueblo Revival-style residences found throughout the Valley. The table below lists 16 of the best examples, along with their location, architect, construction date and size. Of the examples listed, the McCullough-Price ranks fifth in terms of size.

NAME	ADDRESS	CITY	ARCHITECT	YEAR BUILT	HOUSE SIZE (sq. ft.)
Converse, Ralph, House	6617 N. Central Ave.	Phoenix	Unknown	1935	7,262
Eisendrath, Rose, House	1400 N. College Ave.	Tempe	Robert Evans	1930	5,250
Pueblo Revival Residence	9 E. Country Club Dr.	Phoenix	Unknown	ca.1922	4,896
Encanto Model Home ("The Indian House")*	2040 Encanto Dr. SE	Phoenix	Unknown	ca.1929	3,345
McCullough-Price House	300 S. Chandler Village Dr.	Chandler	Lescher & Mahoney	1938	3,308
Arnold, Oren, Residence**	34 W. Pasadena Ave.	Phoenix	Unknown	ca.1944	3,072
Boies, Cal, House	301 W. Mariposa St.	Phoenix	Unknown	ca.1930	2,357
Bohn, Louis, House	8001 N. 7th St.	Phoenix	Unknown	1928	2,328
Pueblo Revival Residence	8048 S. 14th St.	Phoenix	Unknown	ca.1930	2,097
Pueblo Revival Residence***	1146 W. Culver St.	Phoenix	Unknown	ca.1931	1,773
Pueblo Revival Residence	46 E. Greenway Rd.	Phoenix	Unknown	ca.1927	1,751
Boone, Daniel, House	1720 W. Elm St.	Phoenix	Unknown	1940	1,592
Clark, W.W., House	345 E. Catalina Dr.	Phoenix	Unknown	1939	1,535

NAME	ADDRESS	CITY	ARCHITECT	YEAR BUILT	HOUSE SIZE (sq. ft.)
Pueblo Revival Residence***	1102 W. Culver St.	Phoenix	Unknown	ca.1936	1,453
Wilkie/Pueblo Revival House	1290 S. Maple Ave.	Tempe	Unknown	1937	1,222
Williams, R.L., House	308 N. Washington St.	Chandler	Unknown	ca.1940	1,221

Table 1. *Pueblo Revival-style residences in the Phoenix metropolitan area built prior to 1957. Sources: Maricopa County Assessor and historic property surveys obtained from the cities of Chandler, Phoenix and Tempe. *Listed on National Register as contributor to Encanto-Palmcroft Historic District. **Listed on National Register as contributor to Medlock Place Historic District. ***Listed on National Register as contributor to F.Q. Story Historic District. The remaining residences are not listed on the National Register either as individual properties or as contributors to a historic district.*

The Architects

The McCullough-Price House is one of only a handful of buildings in the Chandler area designed by the prolific Phoenix architectural firm of Lescher & Mahoney. This firm, who primarily designed commercial and institutional buildings, was responsible for many of Arizona's architectural landmarks. The McCullough-Price House represents the best remaining work of Lescher & Mahoney in the city of Chandler.

The firm was known for its aesthetic designs and technical excellence, responding to the needs of each client and to the popular styles of the era. Lescher & Mahoney's designs do not necessarily have a personalized style, as do the work of some contemporary architects whose designs have a signature "look," but rather have forms that respond to the time, place and function of each commission. Considering that their work spans a period of 65 years and represents nearly every conceivable architectural style, the high aesthetic qualities that they were able to maintain are truly remarkable.

Royal W. Lescher

The senior partner in the firm, Royal W. Lescher, was born August 12, 1882, in Galesburg, Illinois. He moved with his family at an early age to Carpinteria, California, and in 1902 graduated from the Throop Polytechnic Institute (now the California Institute of Technology).

After graduation, Lescher worked for the Pacific Railway Company of Los Angeles under the direction of E.S. Cobb, a bridge engineer. In 1904, Lescher relocated to Buffalo, New York, where he worked for an architectural firm. After four years, he moved to Phoenix, Arizona, to work with Thornton Fitzhugh, one of the leading architects in the Arizona Territory. For Fitzhugh, Lescher helped with the design of the First Federal Savings & Loan Building and a ward of the territorial hospital in Phoenix; the territorial prison at Florence; and the Chandler Court apartments in Mesa. After working for Fitzhugh for two years, Lescher decided to start his own practice. In 1910, he purchased the office equipment of W.A. Bleisner and opened his own firm.

For his first project, Lescher won a competition to design the West End School, a two-room schoolhouse in Phoenix. Following this first commission, Lescher received two other school design jobs—a new building for the Littleton School District in Cashion and a two-room addition to the original Murphy School. Over the years, Lescher and his associates became the leading designers of school buildings in Arizona. They designed elementary and high school buildings in every county in the state.

Lescher & Kibbey

After the three small school jobs, Lescher received his first big commission. In 1911, he received a contract to design the Woman's Club of Phoenix at a cost of $16,500. Two years later, Lescher's expanding practice led him to take in John R. Kibbey as a partner, and the firm became known as Lescher & Kibbey.

Significant Lescher & Kibbey buildings include the Mohave County Courthouse and Jail (NRHP listed 8/25/1983), Graham County Courthouse (5/25/1982), Florence Union High School (6/22/1987), Globe High School, Gilbert Elementary School (6/16/1980), Brophy College Chapel (8/10/1993) and Aspen Hall in Phoenix.

Lescher, Kibbey & Mahoney

The increasing number of large commissions led Lescher to expand his firm once again. In 1917, 25-year old Leslie J. Mahoney joined the firm. Born January 21, 1892, in DeSoto, Missouri, Mahoney was the son of a building contractor and traveled widely with his father during childhood. He studied liberal arts at Santa Clara College and later became a designer with the Los Angeles architectural firm of Allison & Allison. When a friend wrote that he was leaving his job with Lescher & Kibbey because Phoenix was too hot for his taste, Mahoney said he would take his place. He wrote to Royal Lescher and asked for $50 in train fare to come to Phoenix.

By 1921, Mahoney had been taken in as a partner and the firm became known as Lescher, Kibbey & Mahoney. However, in 1923, Kibbey left the firm, succumbing to the lures of California, where he became a movie set designer.

Significant Lescher, Kibbey & Mahoney buildings include Peoria High School, Scottsdale High School, Jerome High School, and Temple Beth Israel and Balsz Elementary School in Phoenix.

Lescher & Mahoney

Upon Kibbey's departure, the name of the firm was changed to Lescher & Mahoney. From 1923 until the firm was sold in 1975, the firm was both prolific and groundbreaking. Mahoney kept careful track of each job; by the time he retired, the list of jobs totaled 2,541. Over 19,000 of the firm's drawings are preserved at the archives of the Arizona Historical Society in Tempe. The firm designed many of the major public and institutional buildings in Phoenix through the 1950s and designed buildings throughout the state. The vast

majority of their early work centered on public buildings such as schools, courthouses and hospitals. After 1930, their major projects shifted to commercial commissions, primarily in Phoenix.

The firm worked in numerous styles, conforming to the trends of the time. Major buildings in the early years were primarily Classical Revival in style. By the mid-1920s, the firm's work shifted toward other Period Revival styles, particularly Spanish Colonial Revival, though often retaining the formality and symmetry associated with the earlier Classical Revival forms. During the shift, the firm became more active in commercial buildings. This is best represented by the Spanish Colonial Revival-style Orpheum Theatre (NRHP listed 9/4/1985), constructed in Phoenix in 1929. The firm's pragmatic approach to architecture and design versatility served them well as predominant styles changed. This stylistic shift continued with the Art Deco-influenced Title & Trust Building (NRHP listed 9/4/1985), constructed in 1931, and was essentially complete with the construction of Hanny's (NRHP listed 9/6/1985), an International-style department store which opened in 1947.

A Guide to the Architecture of Metro Phoenix, published by the Central Arizona Chapter of the American Institute of Architects in 1983, lists and briefly describes 10 buildings designed by Lescher & Mahoney. This is a large number for a single firm and includes a diverse body of work: two schools, two government buildings, an office building, a theater, a post office, a church, a building on the Arizona State University campus, and Veterans' Memorial Coliseum.

As of November 12, 2007, a total of 25 buildings designed by Lescher & Kibbey or Lescher & Mahoney were individually listed on the National Register of Historic Places. These buildings are shown in the table below:

ARCHITECT	STATE	COUNTY	RESOURCE NAME	DATE LISTED
Lescher & Kibbey	AZ	Graham	Graham County Courthouse	5/25/1982
Lescher & Kibbey	AZ	Maricopa	Brophy College Chapel	8/10/1993
Lescher & Kibbey	AZ	Maricopa	Gilbert Elementary School	6/16/1980
Lescher & Kibbey	AZ	Mohave	Mohave County Courthouse & Jail	8/25/1983
Lescher & Kibbey	AZ	Pinal	Florence Union High School	6/22/1987
Lescher & Mahoney	AZ	Maricopa	Arizona Citrus Growers Association Warehouse	9/4/1985
Lescher & Mahoney	AZ	Maricopa	Cartwright School	8/12/1993
Lescher & Mahoney	AZ	Maricopa	El Zaribah Shrine Auditorium	3/9/1989
Lescher & Mahoney	AZ	Maricopa	Glendale High School Auditorium	5/2/2006
Lescher & Mahoney	AZ	Maricopa	Hanny's	9/6/1985
Lescher & Mahoney	AZ	Maricopa	Irving School	11/8/2000
Lescher & Mahoney	AZ	Maricopa	Kitchell, Denison, House	5/19/1994
Lescher & Mahoney	AZ	Maricopa	Knights of Pythias Building	9/4/1985
Lescher & Mahoney	AZ	Maricopa	Maricopa County Courthouse	2/10/1989
Lescher & Mahoney	AZ	Maricopa	Moeur, B. B., Activity Building	9/11/1985
Lescher & Mahoney	AZ	Maricopa	Orpheum Theater	9/4/1985
Lescher & Mahoney	AZ	Maricopa	Pay'n Takit #5	9/4/1985
Lescher & Mahoney	AZ	Maricopa	Ross, John M., House	2/24/2000

ARCHITECT	STATE	COUNTY	RESOURCE NAME	DATE LISTED
Lescher & Mahoney	AZ	Maricopa	Title & Trust Building	9/4/1985
Lescher & Mahoney	AZ	Maricopa	U.S. Post Office	2/10/1983
Lescher & Mahoney	AZ	Maricopa	Whitney, J. T., Funeral Home	9/4/1985
Lescher & Mahoney	AZ	Maricopa	Whittier, John G., School	8/12/1993
Lescher & Mahoney	AZ	Maricopa	Wickenburg High School & Annex	7/10/1986
Lescher & Mahoney	AZ	Maricopa	Wickenburg High School Gymnasium	7/10/1986
Lescher & Mahoney	AZ	Yuma	Mohawk Valley School	12/29/1986

Table 2. *National Register-listed properties designed by Lescher & Kibbey and Lescher & Mahoney. No Lescher, Kibbey & Mahoney-designed properties are listed. Source: National Park Service.*

In addition to these properties, the John R. Kibbey-designed C.H. Tinker House in Glendale, Arizona, is also listed (1/11/2006).

The firm also designed contributing buildings in several National Register-listed historic districts. These include the Country Club Park (12/21/1994) and Windsor Square Historic Districts (12/13/2000) in Phoenix, the Fort Tuthill Historic District in Flagstaff (4/6/2004), the Florence Townsite Historic District (10/26/1982), the Kingman Commercial Historic District (listed 5/14/1986) & the Globe Downtown Historic District (5/28/1987).

Of the firm's 2,541 commissions, only 25 of them were in Chandler or the surrounding area. The table below shows a list of the commissions (sorted chronologically):

NAME	LOCATION	ARCHITECT	DATE	COMMISSION NUMBER	STATUS
Arizona Eastern Railroad – Station Agent's Residence	Chandler	Lescher & Kibbey	Unknown	126	Demolished
San Marcos Hotel – Help's Quarters	Chandler	Lescher & Kibbey	1917	225	Unknown
Peterson, H.L., Residence	Chandler	Lescher & Kibbey	1918	248	Intact
Friedberg, Joseph, Store Building	Chandler	Lescher & Kibbey	Apr. 1919	270	Intact
First National Bank Building	Chandler	Lescher & Kibbey	1919	271	Intact
Reliable Hardware Co. Store Building	Chandler	Lescher & Kibbey	1919	274	Intact
Church of Jesus Christ of Latter-Day Saints, Chandler Ward – Church Building	Chandler	Lescher & Kibbey	Jun. 1919	276	Demolished

NAME	LOCATION	ARCHITECT	DATE	COMMISSION NUMBER	STATUS
Stapley, O.S., Store Building	Chandler	Lescher & Kibbey	Dec. 1919	308	Intact
Johnson, W.M., Residence	Chandler	Lescher & Kibbey	1920	335	Unknown
Ames, Dr., Residence	West of Chandler	Lescher, Kibbey & Mahoney	May 1921	338	Unknown
Chandler Ice Co. – Ice Storage Building	Chandler	Lescher & Mahoney	Apr. 1926	455	Demolished
San Marcos Hotel – Hotel Building	Chandler	Lescher & Mahoney	Nov. 1926	471	Unknown
Chandler, Dr. A.J., Residence ("Hacienda de la Chandler")	Unknown	Lescher & Mahoney	Oct. 1929	575	Demolished
Brinton, Helen, Guest Cottage Residence (additions & alterations)	West of Chandler	Lescher & Mahoney	Dec. 1936	755	Unknown
McCullough, Mr. William D., Residence	West of Chandler	Lescher & Mahoney	Feb. 1938	828	Intact
Chandler Improvement Co., 50 Houses – FHA	Chandler	Lescher & Mahoney	1941	1042	Unknown
Chandler, Dr. & Mrs. A.J., Cottage (additions)	San Marcos Hotel, Chandler	Lescher & Mahoney	May 1944	1155	Demolished
El Rancho Theater (Mr. & Mrs. J.H. Woods, owners)	Chandler	Lescher & Mahoney	Aug. 1944	1164	Never Built
White Cross Drug Co. (alterations)	Chandler	Lescher & Mahoney	1944	1189	Unknown
Porter, Mr., Slaughterhouse	Near Chandler Heights	Lescher & Mahoney	Nov. 1945	1295	Unknown
Williams Air Force Base – Officer's Club (additions)	Chandler	Lescher & Mahoney	Nov. 1955	2000	Unknown
M.S.T.&T. Chandler – 1962 Dial Building (addition)	Chandler	Lescher & Mahoney	May 1961	2263	Unknown
Williams Air Force Base – Medical Facilities	Chandler	Lescher & Mahoney	Jun. 1969	2496	Unknown

NAME	LOCATION	ARCHITECT	DATE	COMMISSION NUMBER	STATUS
Williams Air Force Base – Housing (remodel & additions – Phase II)	Chandler	Lescher & Mahoney	Apr. 1972	2520	Unknown
Chandler, Dr. A.J., Stable Buildings (alterations)	Phoenix	Lescher & Mahoney	Unknown	Unknown	Unknown

Table 3. *Commissions in the Chandler area by Lescher & Kibbey; Lescher, Kibbey & Mahoney; and Lescher & Mahoney. Source: Arizona Historical Society.*

Of these 25 commissions, the McCullough-Price House is one of only six properties known to have survived, and is one of only two known residential properties still in existence.

MAJOR BIBLIOGRAPHIC REFERENCE

National Register Forms

Dorigo, Gabriela. Sacred Heart Home for the Aged, Phoenix, Arizona. Draft National Register of Historic Places Registration Form. No date.

Weight, Kevin. Chandler High School, Chandler, Arizona. National Register of Historic Places Registration Form. June 7, 2007.

Historic Property Surveys

Alliance Architects, L.L.C. *Chandler Historic Resource Survey.* 1998.

Laird, Linda, & Associates. *City of Chandler Historic & Architectural Survey – Final Report.* 1984.

Books

American Institute of Architects, Central Arizona Chapter. *A Guide to the Architecture of Metro Phoenix.* Phoenix: Phoenix Publishing, Inc., 1983.

Baker, John Milnes. *American House Styles: A Concise Guide.* New York: W.W. Norton & Company, 1994.

Blumenson, John J.-G. *Identifying American Architecture.* Nashville: Association for State and Local History, 1981.

Cooper/Roberts Architects, AIA. *Historic Homes of Phoenix: An Architectural & Preservation Guide.* Phoenix: City of Phoenix, 1992.

Luckingham, Bradford. *Phoenix: The History of a Southwestern Metropolis.* Tucson: The University of Arizona Press, 1989.

McAlester, Virginia & Lee. *A Field Guide to American Houses.* New York: Alfred A. Knopf, 1986.

Portrait and Biographical Record of Arizona. Chicago: Chapman Publishing Co., 1901.

Rifkind, Carole. *A Field Guide to American Architecture.* New York: Bonanza Books, 1984.

Solliday, Scott. *Chandler: Pioneer City of the New West.* Chandler, Arizona: Chandler Historical Society, 1996.

Stevens, Robert Conway. *A History of Chandler, Arizona 1912-1953.* Tucson: University of Arizona Press, 1955.

Willian, Diane, and Mary Melcher. *The Chandler Clan: Suzanne's Story – A Family History.* Phoenix, Arizona: MP Printing & Graphics.

Newspapers

Chandler Arizonan. "Winter Visitors to Make Home Here; Now Furnishing New House." October 28, 1938.

Chandler Arizonan. "Winter Visitor Starts Work of Improving Property Near Here." Date unknown.

Chandler Arizonan. "Informal Party Given at McCullough Home Saturday Eve." November 4, 1938.

Chandler Arizonan. "Jack McCullough is Engaged to Michigan Girl, News Announces." October 2, 1942.

Chandler Arizonan. "Roy Lochhead Dies Tuesday in Phoenix Hospital." December 12, 1941.

Chandler Arizonan. "A.E. Price Funeral Service Held Monday." October 20, 1971.

Internet

http://en.wikipedia.org/w/index.php?title=Chandler%2C_Arizona&oldid=75946499

http://genealogy.az.gov/

http://recorder.maricopa.gov/

http://southwest.library.arizona.edu/hav6/index.html

http://www.cr.nps.gov/nhl/DOE_dedesignations/Roosevelt.htm

http://www.familysearch.org

http://www.fcd.maricopa.gov/Maps/

http://www.maricopa.gov/Assessor/GIS/map.html

http://www.maricopa.gov/parks/cave_creek/History.aspx

http://www.nr.nps.gov/

Miscellaneous

Arizona State Library, Archives and Public Records, History and Archives Division. Land ownership maps, 1909-1929.

Jacquemart, John. Interview with author. June 6, 2007.

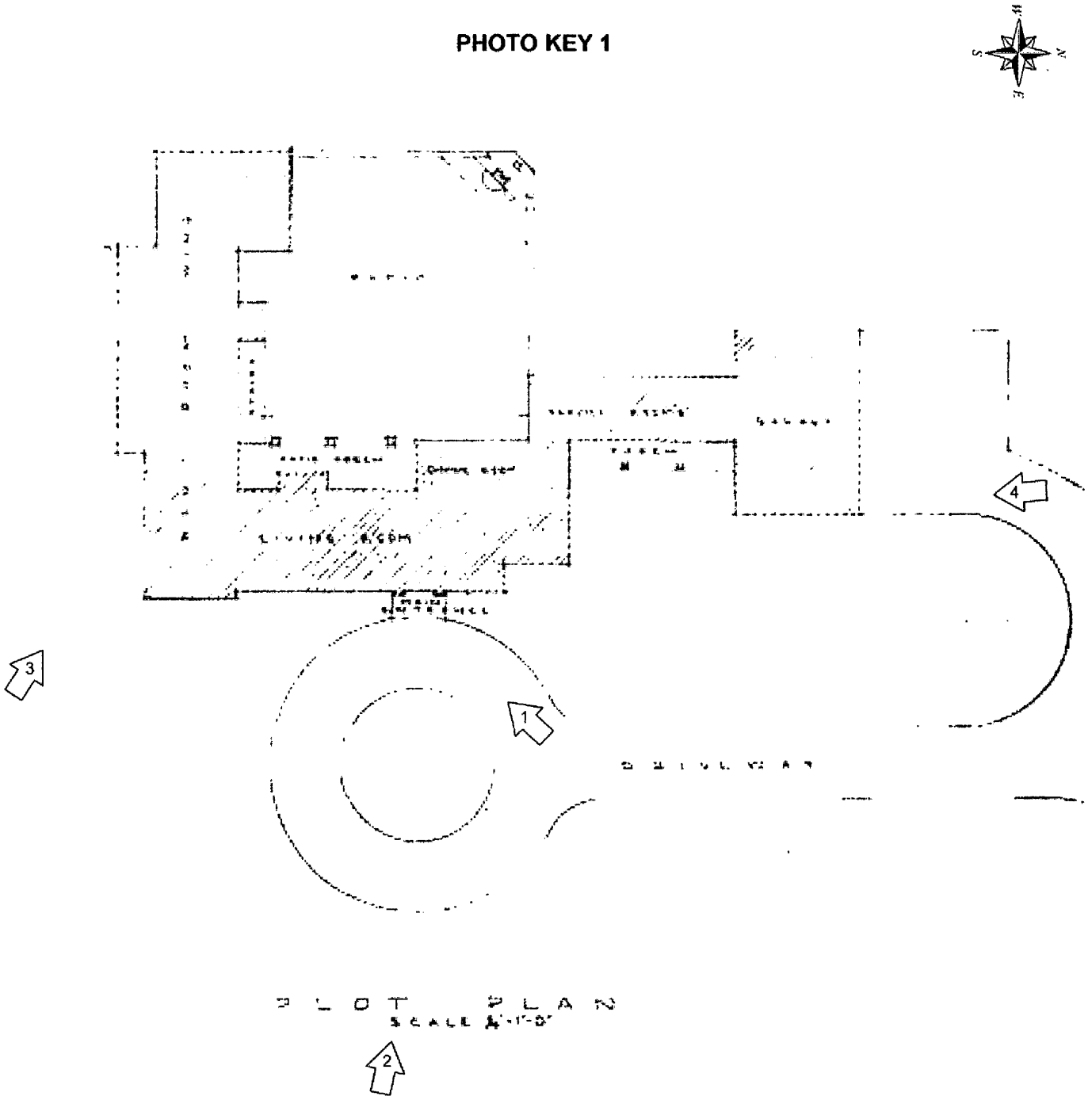
Lescher & Mahoney Architectural Archives. On file at the Arizona Historical Society, Tempe, AZ.

May, Catherine L. Memorandum to John S. Campbell regarding USA Easement Abandonments for Chandler Fashion Center, USBR Case No. 01-013. February 9, 2001.

Reynolds, Jean. History of the Price House. 2005.

Ryden Architects, Inc. Sacred Heart Home for the Aged, Phoenix, Arizona. Historic Preservation Certification Application – Part 1. November 18, 2002.

PHOTO KEY 1



United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

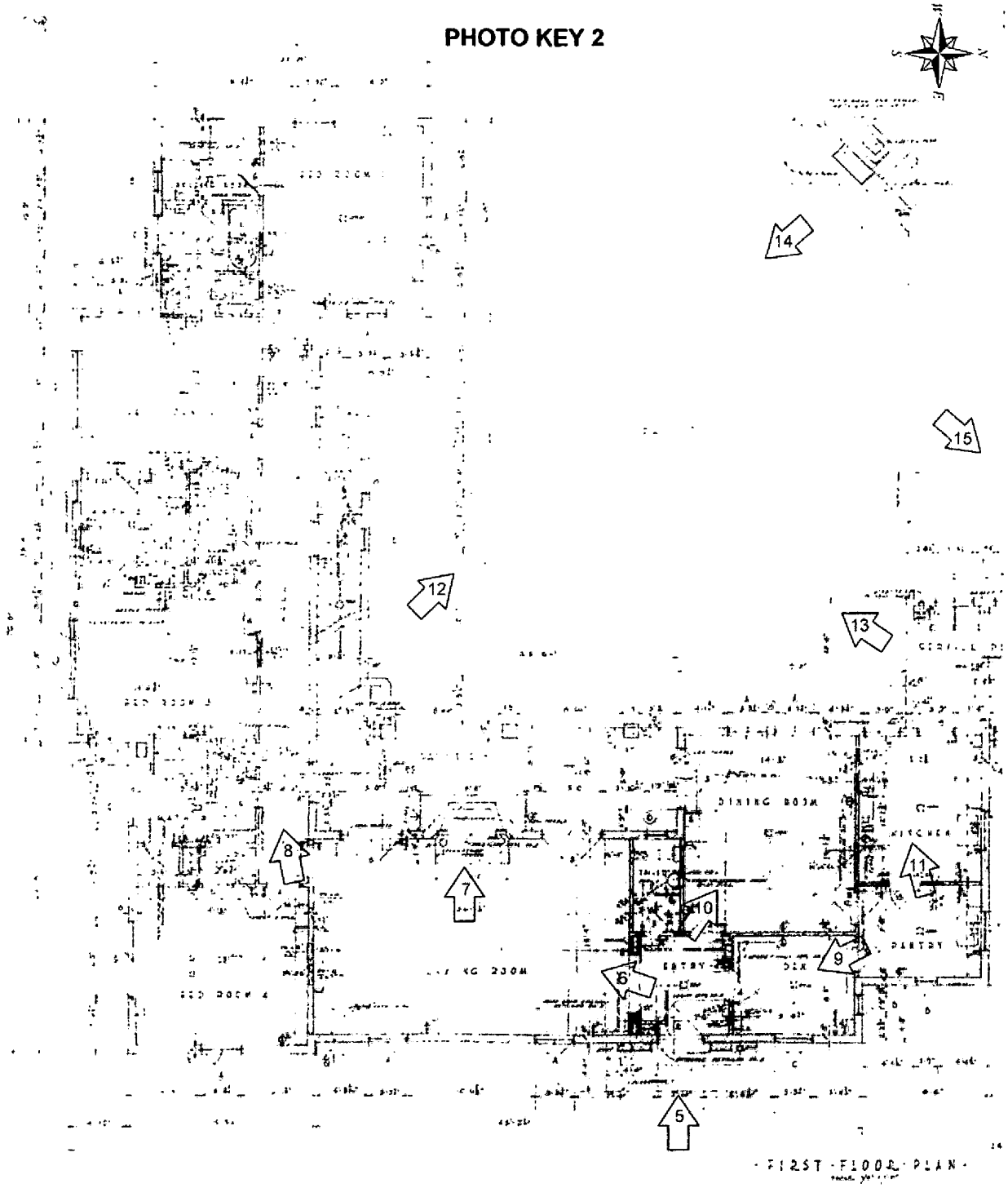
McCullough-Price House
Name of Property

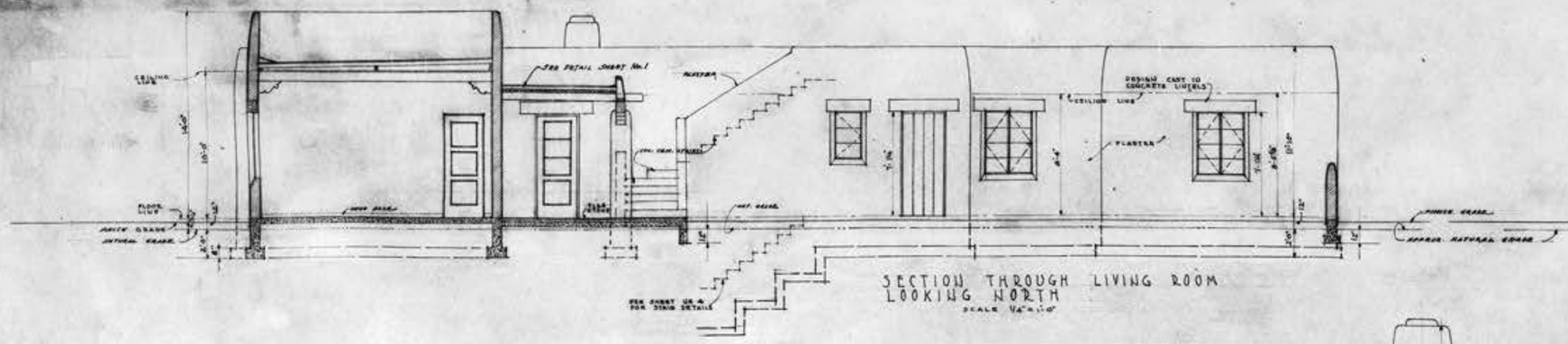
Maricopa, Arizona
County and State

Section number Additional Documentation Page 29

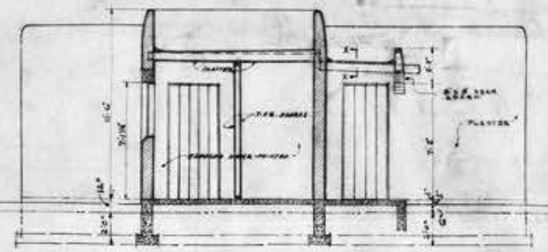
N/A
Name of multiple property listing

PHOTO KEY 2

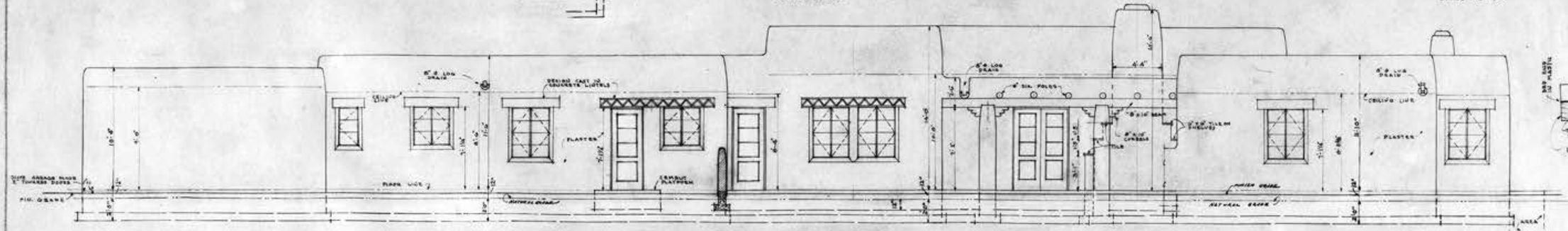




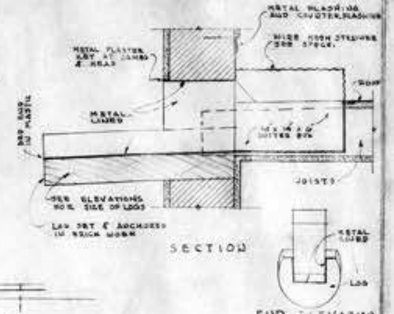
SECTION THROUGH LIVING ROOM LOOKING NORTH
SCALE 1/4"=1'-0"



SECTION THROUGH TOOL AND WOOD ROOM LOOKING TOWARD GARAGE
SCALE 1/4"=1'-0"



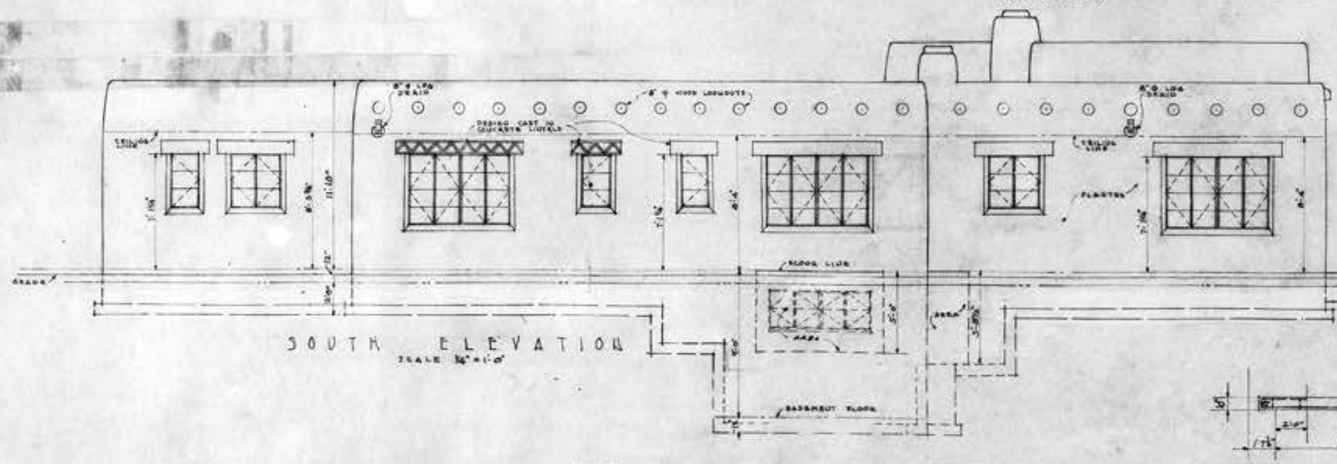
WEST ELEVATION
SCALE 1/4"=1'-0"



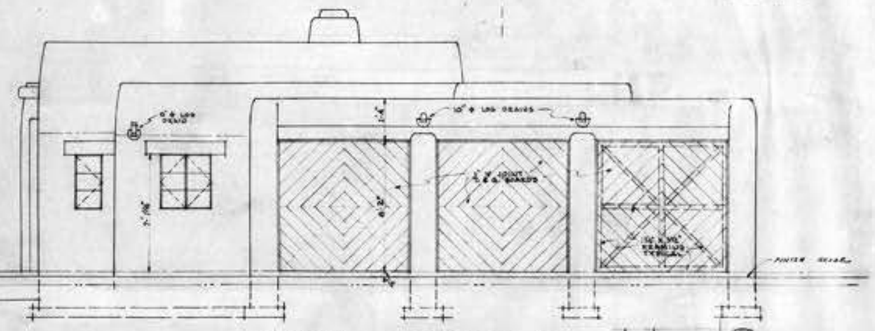
SECTION

END ELEVATION

DETAILS OF ROOF DRAINS AND GUTTER BOXES
SCALE 1 1/2"=1'-0"

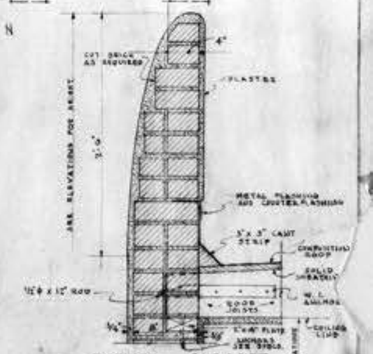


SOUTH ELEVATION
SCALE 1/4"=1'-0"

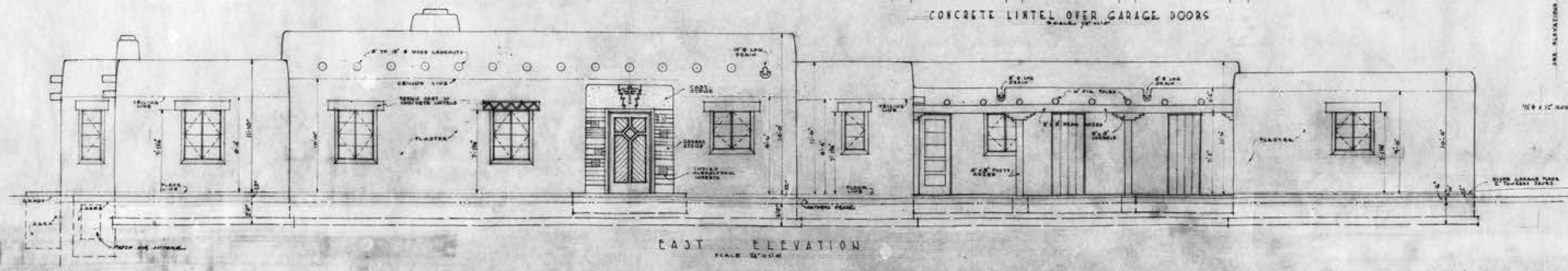


NORTH ELEVATION
SCALE 1/4"=1'-0"

CONCRETE LINTEL OVER GARAGE DOORS
SCALE 1/4"=1'-0"



TYPICAL PARAPET WALL DETAIL
SCALE 1 1/2"=1'-0"



EAST ELEVATION
SCALE 1/4"=1'-0"

DRAWN BY K.G. BHK.
TRACED BY K.G. LHK
CHECKED BY R.M.L.
REVISED
FEBRUARY 1938

··A·RESIDENCE·FOR·MR. WILLIAM D. McCULLOUGH··

·WEST·OF·CHANDLER·ARIZONA·

LESCHER & MAHONEY
ARCHITECTS
1120 TITLE & TRUST BLDG.
PHOENIX·ARIZ.

DRAWING NO. 823
SHEET NO. 3

SECT. THRU SINK

ELEV. NORTH WALL

ELEV. EAST WALL

ELEV. INTERIOR

ELEV. SOUTH WALL

DETAIL OF KITCHEN CABINETS

SCALE: 1/2" = 1'-0"

ELEV. NORTH WALL

SECT.

DETAIL OF PANTRY CABINET

SCALE: 1/2" = 1'-0"

TYP. KIT. & PANTRY CAB. DETAILS.

SCALE: 3" = 1'-0"

WINDOW DETAIL AT KITCHEN & PANTRY CABS.

ENTRANCE DOOR JAMB

SCALE: 3" = 1'-0"

TYPICAL BUILT-UP DOOR

SCALE: 3" = 1'-0"

ELEVATION

SECTION

DETAIL OF TYPICAL BATH

SCALE: 1/2" = 1'-0"

PLAN

SECT. 'A'

DETAIL OF STAIRS TO ROOF & BASEMENT

SCALE: 1/4" = 1'-0"

SECTION 'A-A'

TYPICAL ELEVATION OF PRECAST CONCRETE LINTEL

SCALE: 3" = 1'-0"

JAMB HEAD SIMILAR

HEAD

JAMB

DETAIL OF GARAGE DOOR

SCALE: 1/2" = 1'-0"

HEAD

SILL

TYPICAL EXTERIOR DOOR

SCALE: 3" = 1'-0"

JAMB

SILL

TYPICAL WINDOW DETAIL

SCALE: 3" = 1'-0"

TYPICAL INTERIOR DOOR

SCALE: 3" = 1'-0"

JAMB

BASE

LINEN CAB. DETAILS

SCALE: 3" = 1'-0"

HALF ELEVATION

SECTION

DETAIL OF LINEN CABINET

SCALE: 1/2" = 1'-0"

DETAIL OF FRONT ENTRANCE

SCALE: 1/2" = 1'-0"

SECTION

HALF ELEV. INSIDE

HALF ELEV. OUTSIDE

DETAIL OF DRESSING ROOM WARDROBE

SCALE: 1/2" = 1'-0"

WARDROBE JAMB

SCALE: 3" = 1'-0"

WARDROBE BACK

SCALE: 3" = 1'-0"

REGISTERED PROFESSIONAL ARCHITECT — CERTIFICATE EXPIRES DEC. 31, 19[illegible] — ARIZONA, U.S.A.

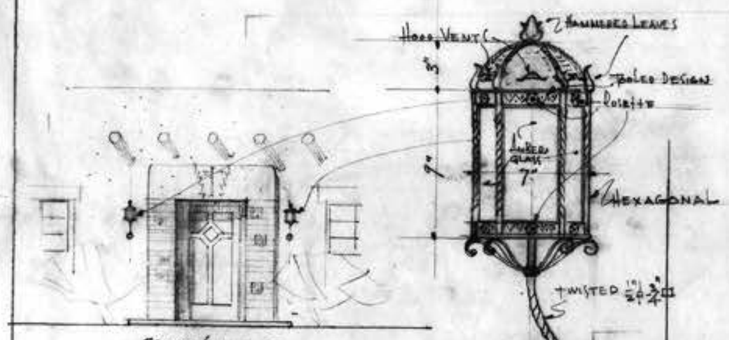
DRAWN BY R.G.
TRACED BY C.G.
CHECKED BY R.M.L.
REVISED
FEBRUARY 1938

A RESIDENCE FOR MR. WILLIAM D. McCULLOUGH

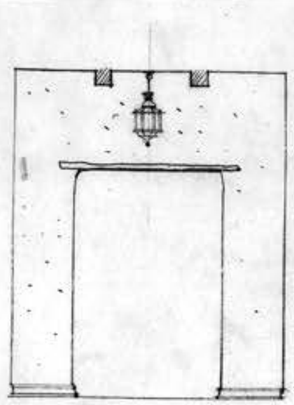
WEST OF CHANDLER ARIZONA

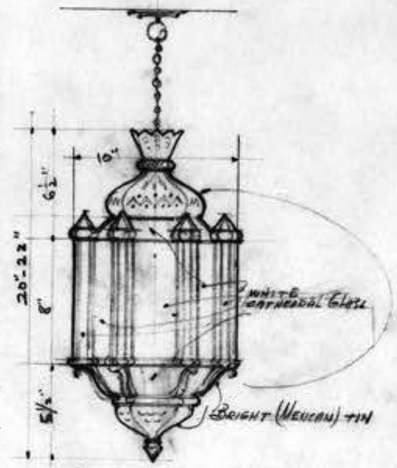
LESCHER & MAHONEY
ARCHITECTS
1120 TITLE & TRUST BLDG.
PHOENIX, ARIZ.

DRAWING NO. 828
SHEET NO. 4



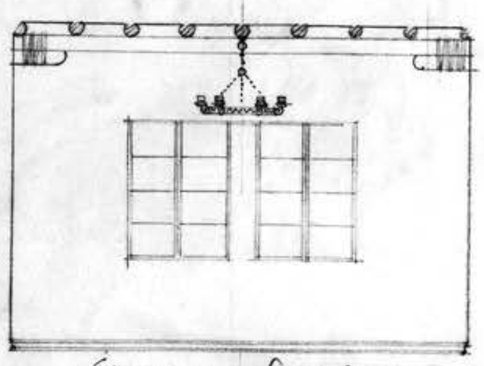
FRONT ENTRANCE FIXTURES
WROUGHT IRON



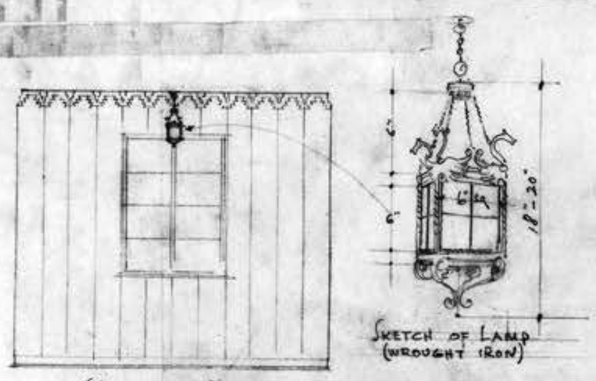


ENTRANCE HALL LIGHT
MEXICAN TIN

Detail of Fixture
Scale 3"=1'-0"
Hexagonal



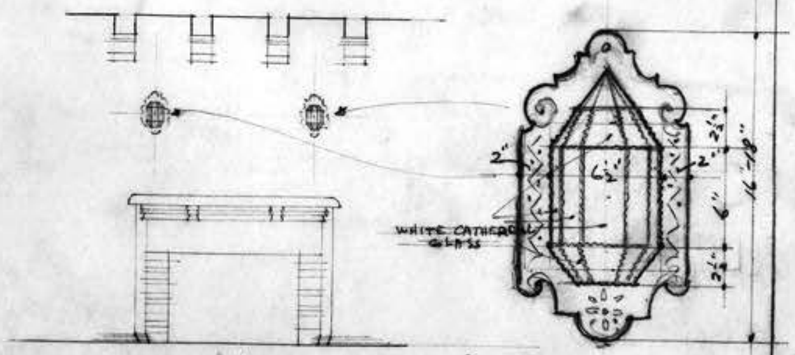
Elevation of Living Room
Scale ½"=1'-0"



Elevation of Den
Scale ¾"=1'-0"

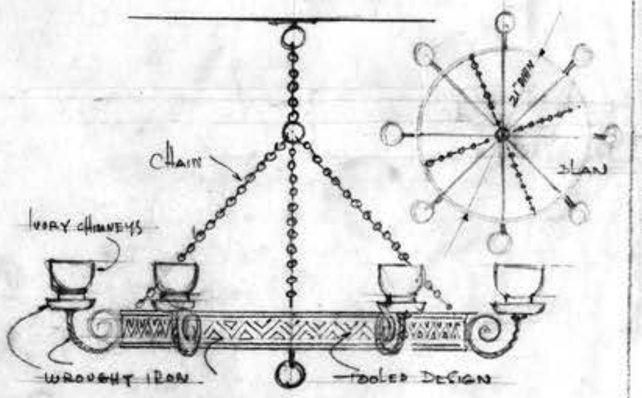
Sketch of Lamp
(Wrought Iron)

DEN CEILING FIXTURE



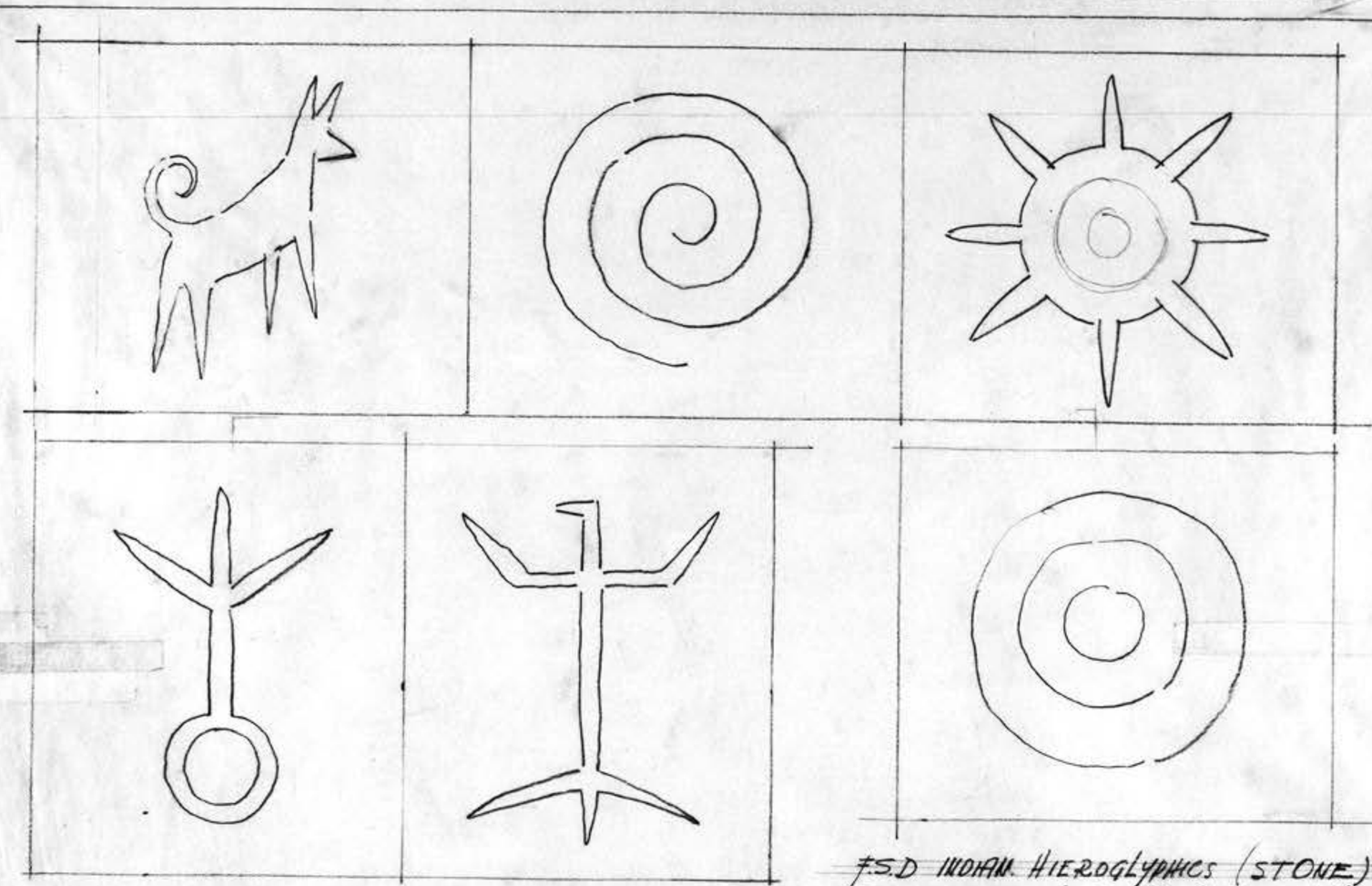
Detail of Fixtures
Scale 3"=1'-0"

OVER MANTEL FIXTURES - LIVING ROOM (MEXICAN TIN)

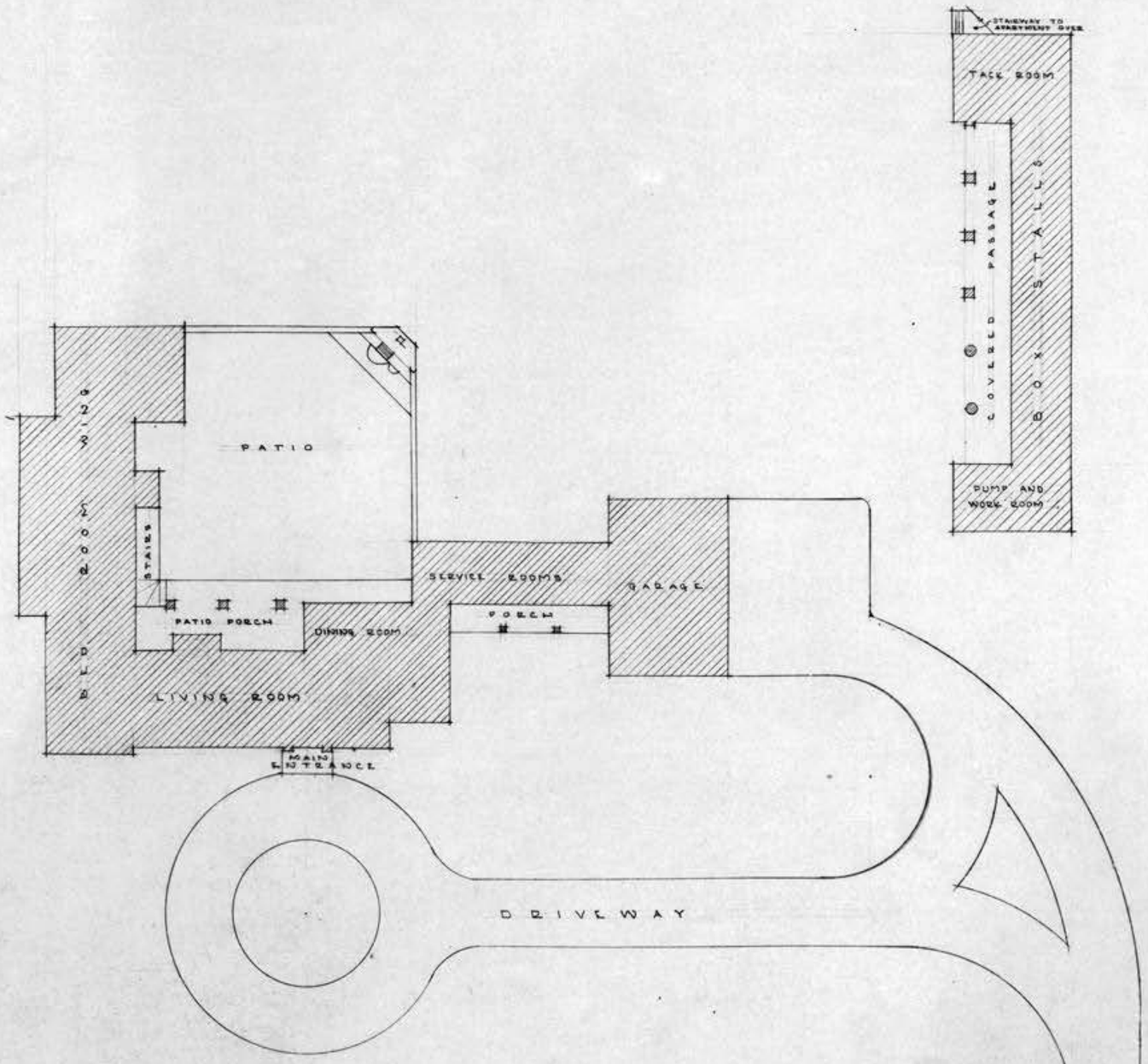


Detail of Fixture (Wrought Iron)
Scale 3"=1'-0"

DETAILS OF SUGGESTED SPECIAL ELECTRIC LIGHT FIXTURES Wm D. McCULLOUGH HOUSE
WEST OF CHANDLER, ARIZONA
Lescher and Mahoney, Architects



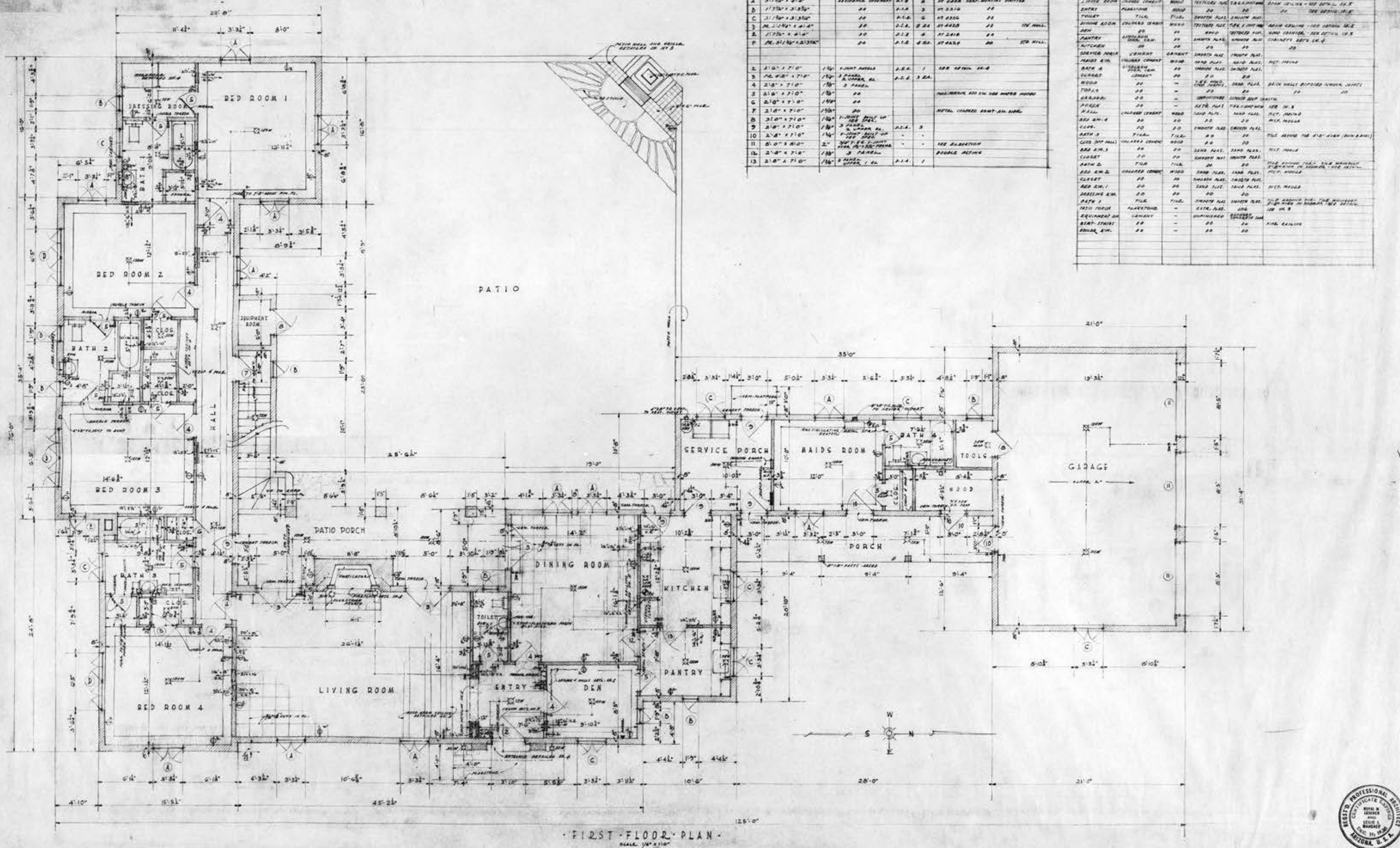
F.S.D INDIAN HIEROGLYPHICS (STONE)
RESIDENCE of C.D. McCULLOUGH Esq
WEST of CHANDLER, ARIZONA
LESCHER AND MAHONEY, ARCHITECTS



PLOT PLAN
SCALE 1/16" = 1'-0"

REGST'D. PROFESSIONAL ARCHITECT
CERTIFICATE EXPIRES
ROYAL W. LESCHER AND LESLIE J. MAHONEY
DEC. 31, 1938
ARIZONA, U. S. A.

WILLIAM D. McCULLOUGH RESIDENCE
LESCHER & MAHONEY ARCHITECTS
1100 TITLE AND TRUST BUILDING
PHOENIX ——— ARIZONA
DRAWN BY R.P.A. JUNE 28, 1938.



· DOOR · & · WINDOW · SCHEDULE ·

NO	SIZE	THICK	KIND	GLASS	LIGHTS	REMARKS
A	31/16" x 6'-8"		SECURANCE CASEMENT	A.G.	6	ST. GOBAIN HEAT-MASTER SHUTTER
B	1'-7 5/16" x 3'-3 5/16"		"	A.G.	3	ST. GOBAIN "
C	3'-1 5/16" x 3'-3 5/16"		"	A.G.	6	ST. GOBAIN "
D	PR. 2'-1 5/16" x 6'-8"		"	A.G.	@ 24	ST. GOBAIN " STD. HDWE.
E	1'-7 5/16" x 6'-8"		"	A.G.	6	ST. GOBAIN "
F	PR. 3'-1 5/16" x 2'-3 5/16"		"	A.G.	4 EA.	ST. GOBAIN " STD. HDWE.
2	3'-0" x 7'-0"	1 3/4"	4 PANEL	D.S.A.	1	SEE DETAIL SH. 6
3	PR. 4'-0" x 7'-0"	1 3/4"	2 PANEL & LOUVER EL.	D.S.A.	3 EA.	
4	2'-8" x 7'-0"	1 3/8"	3 PANEL			
5	2'-6" x 7'-0"	1 3/8"	"			FULL MORTISE, SEE SCH. SIDE MORTISE HARDWD
6	2'-0" x 7'-0"	1 3/8"	"			
7	2'-8" x 7'-0"	1 3/8"	"			METAL COVERED BOTH SIDES
8	3'-0" x 7'-0"	1 3/4"	1-JOINT BOLT UP SEE SPEC.			
9	3'-0" x 7'-0"	1 3/4"	3 PANEL & LOUVER EL.	D.S.A.	3	
10	2'-8" x 7'-0"	1 3/4"	1-JOINT BOLT UP SEE SPEC.	"	"	
11	5'-0" x 8'-0"	2"	VERT. 5'-0" 1-JOINT ASTM. 150-330 FRAME	"	"	SEE ELEVATION
12	2'-8" x 7'-0"	1 3/8"	3 PANEL			DOUBLE ACTING
13	2'-8" x 7'-0"	1 3/8"	3 PANEL LOUVER 1 EL.	D.S.A.	1	

· ROOM · FINISH · SCHEDULE ·

NAME	FLOOR	BASE	WALLS	CEILING	REMARKS
LIVING ROOM	COLORED CEMENT	WOOD	TEXTURED TILE	T.&G. EXPOSED BEAMS	BEAM CEILING - SEE DETAIL SH. 5
ENTRY	FLAGSTONE	WOOD	"	"	" " " " "
TOILET	TILE	TILE	SMOOTH PLAS.	SMOOTH PLAS.	
DINING ROOM	COLORED CEMENT	WOOD	TEXTURED TILE	T.&G. EXPOSED BEAMS	BEAM CEILING - SEE DETAIL SH. 5
DEN	"	WOOD	TEXTURED TILE	WOOD TONGUE & GROOVE	WOOD CEILING - SEE DETAIL SH. 5
PANTRY	LINOLEUM CORK SEAM	"	SMOOTH PLAS.	SMOOTH PLAS.	CABINETS SEE SH. 4
KITCHEN	"	"	"	"	"
SERVICE PORCH	CEMENT	CEMENT	SMOOTH PLAS.	SMOOTH PLAS.	
MAIDS RM.	COLORED CEMENT	WOOD	SAND PLAS.	SAND PLAS.	PICT. MOULD
BATH 4	LINOLEUM CORK SEAM	"	SMOOTH PLAS.	SMOOTH PLAS.	
CLOSET	CEMENT	"	"	"	
WOOD	"	—	T.&G. WOOD LINED SHELVES	SAND PLAS.	BRICK WALLS BUTTERED SCRUB, JOINTS
TOOLS	"	—	"	"	" " "
GARAGE	"	—	UNFINISHED	EXPOSED BEAM CONSTR.	
PORCH	"	—	RATE PLAS.	T.&G. EXPOSED	SEE SH. 5
HALL	COLORED CEMENT	WOOD	SAND PLAS.	SAND PLAS.	PICT. MOULD
BED RM. 4	"	"	"	"	PICT. MOULD
CLOS.	"	"	SMOOTH PLAS.	SMOOTH PLAS.	
BATH 3	TILE	TILE	"	"	TILE ABOVE TUB 4'-0" HIGH (BACK & ENDS)
CLOS. (OFF HALL)	COLORED CEMENT	WOOD	"	"	
BED RM. 3	"	"	SAND PLAS.	SAND PLAS.	PICT. MOULD
CLOSET	"	"	SMOOTH PLAS.	SMOOTH PLAS.	
BATH 2	TILE	TILE	"	"	TILE ABOVE TUB - TILE WAINSCOT 5'-0" HIGH IN SHOWER - SEE DETAIL
BED RM. 2	COLORED CEMENT	WOOD	SAND PLAS.	SAND PLAS.	PICT. MOULD
CLOSET	"	"	SMOOTH PLAS.	SMOOTH PLAS.	
BED RM. 1	"	"	SAND PLAS.	SAND PLAS.	PICT. MOULD
DRESSING RM.	"	"	"	"	
BATH 1	TILE	TILE	SMOOTH PLAS.	SMOOTH PLAS.	TILE ABOVE TUB - TILE WAINSCOT 5'-0" HIGH IN SHOWER - SEE DETAIL
PATIO PORCH	FLAGSTONE	—	RATE PLAS.	LOG	SEE SH. 5
EQUIPMENT RM.	CEMENT	—	UNFINISHED	EXPOSED BEAM CONSTR.	
BSMT. STAIRS	"	—	"	"	PIPE RAILING
BOILER RM.	"	—	"	"	

· FIRST · FLOOR · PLAN ·
SCALE 1/4" = 1'-0"

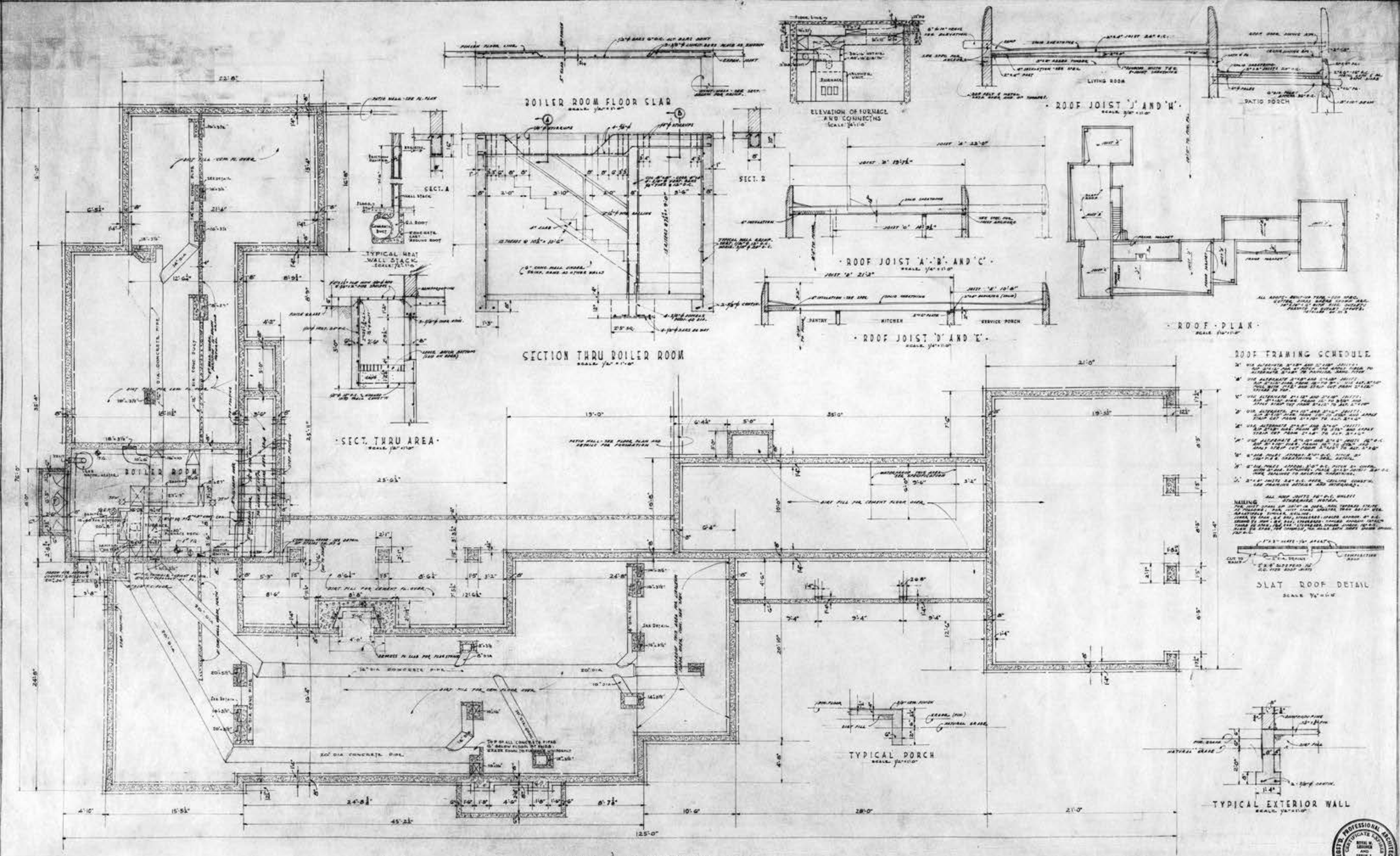
DRAWN BY KF
TRACED BY KF 10-10-38
CHECKED BY R.M.L.
REVISED
FEBRUARY 1938

· · A · RESIDENCE · FOR · MR. WILLIAM D. McCULLOUGH · ·
· WEST · OF · CHANDLER · ARIZONA ·

LESCHER & MAHONEY
ARCHITECTS
1100 TITLE & TRUST BLDG.
PHOENIX · ARIZ.

CONTRACT NO. 328
SHEET NO. 2

REGISTERED PROFESSIONAL ARCHITECT
CERTIFICATE EXPIRES
ROYAL M. LESCHER AND LESLIE A. MAHONEY
DEC. 31, 1938
ARIZONA, U.S.A.



DRAWN BY [illegible]
TRACED BY [illegible]
CHECKED BY [illegible]
REVISED
FEBRUARY 1938

· · A · RESIDENCE · FOR · MR. WILLIAM D. McCULLOUGH · ·

· WEST · OF · CHANDLER · ARIZONA ·

LESCHER & MAHONEY
ARCHITECTS
1100 TITLE & TRUST BLDG.
PHOENIX · ARIZ.

CONTR. NO. 828
SHEET NO. 1

SECT. THRU SINK

ELEV. NORTH WALL

ELEV. EAST WALL

ELEV. INTERIOR

ELEV. SOUTH WALL

DETAIL OF KITCHEN CABINETS

SCALE: 1/2" = 1'-0"

ELEV. NORTH WALL

SECT.

DETAIL OF PANTRY CABINET

SCALE: 1/2" = 1'-0"

TYP. KIT. & PANTRY CAB. DETAILS.

SCALE: 3" = 1'-0"

WINDOW DETAIL AT KITCHEN & PANTRY CABS.

ENTRANCE DOOR JAMB

SCALE: 3" = 1'-0"

TYPICAL BUILT-UP DOOR

SCALE: 3" = 1'-0"

ELEVATION

SECTION

DETAIL OF TYPICAL BATH

SCALE: 1/2" = 1'-0"

PLAN

SECT. 'A'

DETAIL OF STAIRS TO ROOF & BASEMENT

SCALE: 1/4" = 1'-0"

SECTION 'A-A'

TYPICAL ELEVATION OF PRECAST CONCRETE LINTEL

SCALE: 3" = 1'-0"

JAMB HEAD SIMILAR

HEAD

JAMB

DETAIL OF GARAGE DOOR

SCALE: 1/2" = 1'-0"

HEAD

SILL

TYPICAL EXTERIOR DOOR

SCALE: 3" = 1'-0"

JAMB

SILL

TYPICAL WINDOW DETAIL

SCALE: 3" = 1'-0"

TYPICAL INTERIOR DOOR

SCALE: 3" = 1'-0"

JAMB

BASE

LINEN CAB. DETAILS

SCALE: 3" = 1'-0"

HALF ELEVATION

SECTION

DETAIL OF LINEN CABINET

SCALE: 1/2" = 1'-0"

DETAIL OF FRONT ENTRANCE

SCALE: 1/2" = 1'-0"

SECTION

HALF ELEV. INSIDE

HALF ELEV. OUTSIDE

DETAIL OF DRESSING ROOM WARDROBE

SCALE: 1/2" = 1'-0"

WARDROBE JAMB

SCALE: 3" = 1'-0"

WARDROBE BACK

SCALE: 3" = 1'-0"

REGISTERED PROFESSIONAL ARCHITECT — CERTIFICATE EXPIRES DEC. 31, 19[illegible] — ARIZONA, U.S.A.

DRAWN BY R.G.
TRACED BY C.G.
CHECKED BY R.M.L.
REVISED
FEBRUARY 1938

A RESIDENCE FOR MR. WILLIAM D. McCULLOUGH

WEST OF CHANDLER ARIZONA

LESCHER & MAHONEY
ARCHITECTS
1120 TITLE & TRUST BLDG.
PHOENIX, ARIZ.

DRAWING NO. 828
SHEET NO. 4

300

300

A
TRASH
RECYCLE

FIRE
ALARM
PANEL

ENTER
HERE

WINTER VISITOR STARTS WORK OF IMPROVING PROPERTY NEAR HERE

W. D. McCullough, winter visitor in Chandler for the past several seasons, is beginning work this week on a large Spanish style residence on his ranch property west of Chandler.

Mr. McCullough purchased 200 acres of land three miles west and one-half mile south of Chandler a year ago, and is now starting the improvement of the property, preparatory to using it for a winter residence. Besides the home, landscaping, fencing, stables and other improvements will be made on the property. Lescher and Mahoney of Phoenix are the architects in charge of the work.

E. F. Foley
N.Y.

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. DS23-012

Date: June 15, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Derek D. Horn, Development Services Director/Historic Preservation Officer
Harley Mehlhorn, Planner/Assistant Historic Preservation Officer
From: Derek Horn, Development Services Director
Subject: PLH23-0034 Goodyear Canal Historic Preservation District Landmark Designation
Introduction and tentative adoption of Ordinance No. 5058
Request: Introduction and tentative adoption of Ordinance No. 5058, PLH23-0034, Goodyear Canal Historic Preservation District Landmark designation zoning overlay
Location: West Side of Basha Road South of Ocotillo Road
Applicant: City of Chandler

Proposed Motion:

Move City Council introduce and tentatively adopt Ordinance No. 5058 approving PLH23-0034, Goodyear Canal Historic Preservation District Landmark zoning overlay subject to the conditions as recommended by Planning and Zoning Commission and the Historic Preservation Commission.

Background Data:

Zoning

- Right-of-way, no zoning

Background:

The Goodyear Canal runs along the west side of Basha Road between Ocotillo Road and Snedigar Park. It is an open, concrete-lined canal, about four tenths of a mile in length, with a row of palm trees on each of its sides. The canal has been a fixture at that location for over 100 years and provides significance to Chandler's history in three ways. First, the canal is one of the few remaining physical pieces

of the farming community of Goodyear that existed at that location 100 years ago. Second, it is connected to several prominent Chandler families, including founder Dr. A.J. Chandler. Third, its association with Chandler's agricultural past and a world war provides information in understanding Chandler's history and development.

Discussion:
The community of Goodyear sprung into life quickly as a result of wartime needs, but its primary crop, cotton, has been cultivated in the Salt River Valley for thousands of years starting with the Hohokam Native Americans. In 1898, David Fairchild, a federal Department of Agriculture employee charged with finding crops that could grow in the Southwest, gave seeds of Egyptian cotton that he had gathered in his travels to Dr. Chandler. Dr. Chandler successfully grew this cotton on his ranch. Further experimentation with this variety resulted in the development of Pima cotton that was well-suited to the desert environment. Soon after its development, cotton growing, ginning and production began in the Valley in the 1910s. The Chandler Improvement Company (CIC), headed by Dr. Chandler, owned large tracts of agricultural land south and west of the town of Chandler. Some of this land at the intersection Basha and Ocotillo roads during the 1910s was used for growing both melons and citrus. U.S. Geological Survey (USGS) maps from 1914 and 1917 labeled the area northeast of the intersection as "Naranja" and the area south as "Casaba." A spur line of the Arizona Eastern Railroad connected the growing fields in this area to downtown Chandler and markets beyond. (See Attachments 5-8 for images of the Goodyear area from the 1914 and 1917 USGS maps)

In August 1914, World War I broke out in Europe. Wartime activities soon severely restricted the import of Egyptian cotton which was utilized in the manufacture of rubber tires. The Goodyear Rubber and Tire Company, based in Akron, Ohio, needed another source of this cotton. After a search for suitable substitutes, Goodyear decided to farm its own cotton in the Salt River Valley. In December 1916, Goodyear entered into an agreement with the Chandler Improvement Company to lease, with a purchase option, agricultural land southwest of Chandler. One month later, the Southwest Cotton Company (SCC), a Goodyear subsidiary headed by Paul Litchfield, was incorporated in Arizona and began leasing and purchasing large tracts of land for cotton cultivation in both the East and West Valley. The area SCC leased from CIC generally ranged between present day Queen Creek Road on the north, Hunt Highway on the south, Price Road on the west and Hamilton Street on the east, over 12 sections, or 12 square miles, almost 9,000 acres. SCC set up a farming camp near Basha and Ocotillo roads, called alternately Chandler Ranch, Egypt, or Cotton, and immediately began raising cotton. Newspapers through the winter and spring of

1917 reported on the various activities at "Chandler Ranch" including barbecues, tours, and labor issues. To irrigate the Chandler Ranch fields, a canal was dug to bring water from well sites east of Alma School Road between Pecos and Germann roads to the farming operations. This canal measured roughly 14 feet wide at the top and about 3.5 feet deep. It was trapezoidal-shaped with a flat bottom 6–7 feet wide and lined with concrete. It ran along the east side of Alma School road until crossing the road south of Germann where it continued south along the west side to Hunt Highway.

In June 1917, SCC announced it would construct two model towns. The one near Chandler would be called "Goodyear" and the one in the West Valley "Litchfield." Each town would have dwellings, schools, hospitals, offices, stores, warehouses, garages, and recreation spaces. During the years 1918-1920, farming continued as SCC constructed Goodyear. The local newspapers marked its growth with articles about events, the need for labor, and the hiring of teachers. A map of the community from that era shows a town laid out in a grid pattern with streets and street names, blocks and individual dwelling parcels. The map shows a school block, athletic fields, a semicircular community plaza with houses, playgrounds, offices, a store, a separate plaza for Mexicans, and an Indian barracks. The railroad spur was on the west side. The executives, managers and supervisors lived houses with nice yards and sidewalks on the east side of the community. The laborers lived in small dwellings on the west side. Alma School Road, then called Goodyear Street, ran through the center of the community. In the center of the street was the canal with the roadway on each side. Early photographs show a double row of palm trees along the canal which, along with the double-sided street, formed a grand boulevard through the center of town. World War I ended in November 1918, but construction on Goodyear continued. By early 1920, the local newspaper reported that a new theater would open soon, electric lights were being installed, the school building was complete, more trees were being planted, offices were remodeled, and there were plans for expansion. Later in 1920, it was announced that Goodyear would install a water works and a map from that era shows proposed water and sewer systems. In 1922, it was announced that the roads to Goodyear would be paved.

By 1920, about 200,000 acres in the Salt River Valley were planted in cotton, but later that year the cotton market began to collapse. Southwest Cotton Company continued its presence in area, however, and in February 1922 it purchased nearly 8,000 acres from CIC which was selling its holdings in the Goodyear area. Goodyear Tire and Rubber consolidated its holdings into the West Valley, now the present site of Goodyear and Litchfield Park. SCC continued farming operations on the land it purchased growing cotton and alfalfa. The canal continued to provide water to its land and other farms in the area. Goodyear evolved over the

next two decades. Many of the laborers left, but the farming community remained. Its school continued to operate and was eventually converted into a segregated school for African American students.

In 1932, Ike and Eddie Basha leased the Goodyear mercantile and established their first store there that later grew into the Basha's chain. Their father, Najeeb, had owned a mercantile store on East Boston Street in downtown Chandler before his passing in 1932. The Basha family worked at Najeeb's store, which gave Ike and Eddie the experience to set up their own. Eventually, the Bashas acquired land on the west side of Alma School in Goodyear and established their corporate offices and operations at that location. The Basha's chain of grocery stores grew over the years into a multi-state operation with several different brands. When Eddie Basha died in 1968, his son Eddie assumed leadership of the business. In addition to running the business, Eddie acquired a renowned western art collection, became active in the community and involved in many service groups and organizations. He served on the Chandler school board and was later appointed to the State Board of Education. Governor Rose Mofford appointed him to the Arizona Board of Regents on which he served for eight years. Basha High School in Chandler bears his name.

In 1943, Southwest Cotton Company became Goodyear Farms and in 1944 sold its land between Queen Creek Road on the north, Hunt Highway on the south, Price Road on the west and Arizona Avenue on the east, nearly eight sections or eight square miles, to the R. W. Hanna family. Two years later, in 1946, the Hannas sold the north four sections of land, including a half interest in the canal, to Bogle Farms, Inc., but they retained the other half interest in the canal to continue irrigation to their farm south of the Bogle's land. (See Attachment 4 for these land transfers)

Hal Bogle of New Mexico began acquiring agricultural interests in the Chandler area in the early 1940s. He acquired the Pecos Valley Alfalfa Mill from the estate of Roy Lochhead in 1941. In 1946, Bogle with his wife and sons formed Bogle Farms, Inc., and began farming the land they acquired from the Hannas as well as other properties acquired from Dr. Chandler. Two of his sons, Jackson and Peter, settled in the Chandler area while other family members focused on operations in other states. Bogle family members became very active in the Chandler community for many years serving on the school board and in other organizations. They were involved with the Boy Scouts and Chandler Center for the Arts, endowing what became the Hal G. Bogle Theater. Jackson also served in the Arizona National Guard, eventually rising to the rank of Adjutant General. Bogle Junior High School is named after Jackson and Barbara Bogle.

Over the decades, the Goodyear area went through an evolution from agricultural operations to urban development as subdivisions and commercial centers began to take over the farmland once owned by Dr. Chandler and the Southwest Cotton Company. The Hanna properties became Sun Lakes starting in the 1970s. Beginning in the 1980s, most of the Bogle Farms properties were developed into residential subdivisions and the Intel facility. Snedigar Park also occupies part of the former Chandler/Goodyear/Hanna/Bogle land. While little remains of the once thriving Goodyear community, the area on the east side of Basha Road still retains the original Goodyear street arrangement and open space. The Goodyear Hospital still exits, but is now apartments. Most of the original Goodyear houses, schools, and offices have been demolished.

The Goodyear Canal, however, continued to serve the remaining agricultural operations in the area and provide Sun Lakes irrigation water into the 1990s until Sun Lakes installed its own irrigation system. The canal found a new purpose in 2001 when Bogle Farms, Inc., granted an easement to Ocotillo Management Group (OMG) to allow conveyance of reclaimed water to serve developments on the former Bogle farmland. As development took over the area, the open canal was covered from its northern origin at Pecos to Ocotillo roads and south from Snedigar park. A significant portion of the canal between Ocotillo and Snedigar Park, however, remains open in its historic configuration. With the exception of some repairs, the original concrete lining remains and the double row of palm trees planted during Goodyear's development over 100 years ago still stands. Water still flows through the canal as it has for over 100 years.

Surrounding Land Use Data:

North	Single Family Residential	South	Single Family Residential/Snedigar Park
East	Single Family Residential	West	County Island/Commercial

General Plan and Area Plan Designations:

	Existing	Proposed
General Plan	Neighborhoods	Neighborhoods
Ocotillo	Right-of-Way/Undesignated	Right-of-Way/Undesignated

Review and Recommendation

Review:
Since its construction in 1917, the Goodyear Canal has been a part of the agricultural infrastructure and heritage of the City of Chandler. The Canal meets the following qualifications for historic designation:

- It is associated with events and people important to Chandler's history, primarily Dr. A. J. Chandler, the City's founder, Goodyear Rubber and Tire, and the Hanna, Basha and Bogle families.
- It has yielded and will continue to yield information on understanding the history of Chandler.
- It is a unique example of the landscaped open canals that once lined Chandler's streets and other Valley canals.

The Canal also meets the definition of a Landmark in that it is a unique example of the canal infrastructure that was so important to Chandler's and the Salt River Valley's settlement and growth, is of unique visual quality, and is a historic remnant of an agricultural community connected to Chandler's history and that supplied an important commodity to the nation during a world war. The request to add the Historic Preservation District Landmark zoning overlay occurs primarily on City right-of-way and does not change the underlying land use nor does it add any land use entitlements. The Landmark overlay honors the history of canal and the Goodyear community along with ensuring it remains a historic structure and landmark of Chandler's history.

Recommendation:
Development Services staff recommends the City Council approve Ordinance No. 5058, PLH23-0034, and the Goodyear Canal be designated as a Historic Preservation District Landmark and be listed on the City's Historic Property Register.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting was held on May 18, 2023. Five residents from the surrounding neighborhoods attended. Staff discussed the City's proposed historic designation of the canal, its purpose, general plans for its maintenance and having it eventually become a community amenity. The neighbors expressed concerns about the need for maintenance of the canal and were interested in the City's future plans. Staff committed to follow-up on some items requested by the attendees.
- As of the writing of this memo, Development Services staff is not aware of opposition to this request.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting June 7, 2023.
Motion to Approve:
In Favor: 7 Opposed: 0

Historic Preservation Commission meeting May 24, 2023

Motion to Approve:
In Favor: 7 Opposed: 0

Recommended Conditions of Approval

The Planning and Zoning Commission and the Historic Preservation Commission recommend the City Council approve Ordinance Np. 5058, PLH23-0034, Goodyear Canal Historic Preservation District Landmark zoning overlay subject to the following conditions:

1. The property shall be subject to the General Design Guidelines for Historic Preservation Districts and Landmarks.
2. The property shall retain the double row of palm trees along each side of the canal and along Basha Road along Snedigar Park.

Attachments

Vicinity Map

Ordinance 5058

Goodyear Historic Images

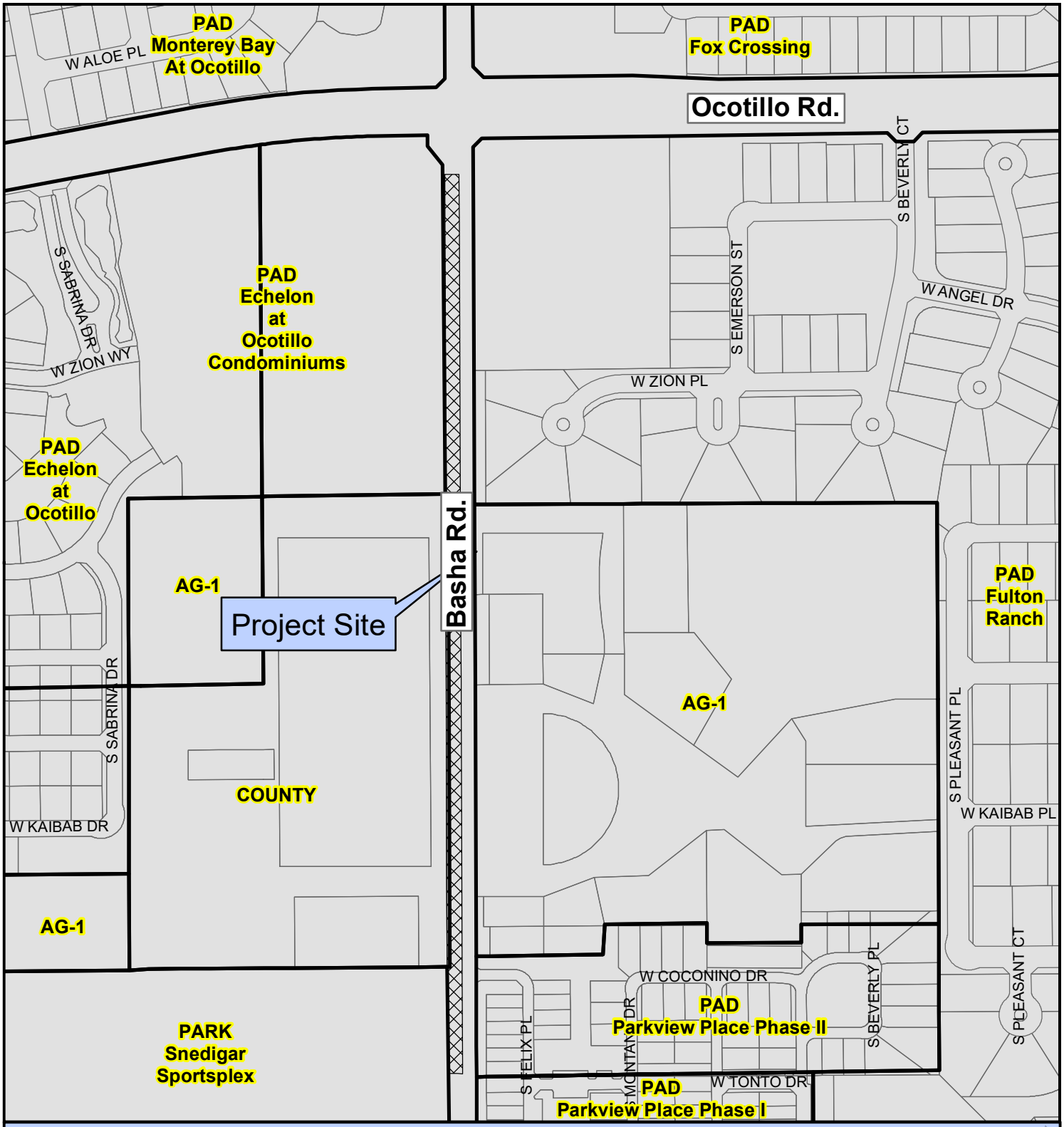
Map of Major Goodyear Land Ownership and Transfer

US Geological Survey 1913

US Geological Survey 1913 Map Goodyear Detail

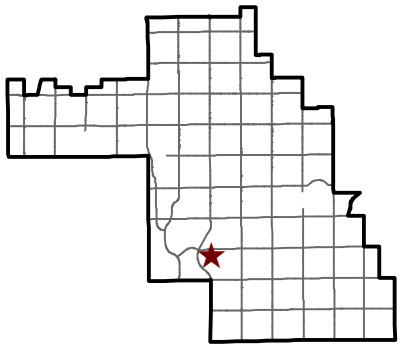
US Geological Survey 1917

US Geological Survey 1917 Map Goodyear Detail



PLH23-0034 Goodyear Canal Historic Landmark Designation

Proposed Project Details
Historic Landmark Designation

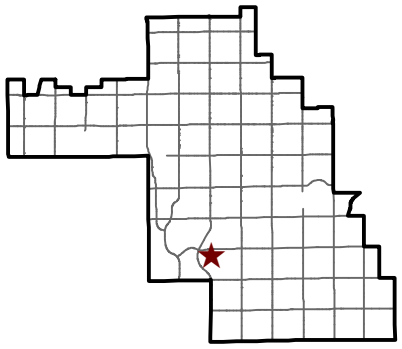


CHANDLER arizona

City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning

PLH23-0034 Goodyear Canal Historic Landmark Designation

Proposed Project Details
Historic Landmark Designation



CHANDLER arizona

City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning

ORDINANCE NO. 5058

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY CREATING A HISTORIC PRESERVATION DISTRICT LANDMARK ZONING OVERLAY ON THE WEST 35 FEET OF CITY RIGHT-OF-WAY AND A CITY-OWNED PARCEL ON THE WEST SIDE OF BASHA ROAD COMMENCING ON THE SOUTH SIDE OF OCOTILLO ROAD AND PROCEEDING A DISTANCE OF 2,400 FEET SOUTH IN CASE PLH23-0034 (GOODYEAR CANAL) WITHIN THE CORPORATE LIMITS OF THE CITY OF CHANDLER, ARIZONA; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR PENALTIES.

WHEREAS, an application for designating a Historic Preservation District Landmark zoning overlay on a certain property within the corporate limits of Chandler, Arizona, has been filed in accordance with Article XXVI of the Chandler Zoning Code; and

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

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

WHEREAS, the City Council has considered the probable impact of this ordinance on the cost to construct housing for sale or rent; and

WHEREAS, a public hearing was held by the Historic Preservation Commission as required by the Zoning Code; and

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

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

Section 1. Legal Description of Property:

EXHIBIT 'A'

Said parcel is hereby zoned with Historic Preservation District Landmark Overlay, subject to the following conditions:

1. The property shall be subject to the General Design Guidelines for Historic Preservation Districts and Landmarks.

2. The property shall retain the double row of palm trees along each side of the canal and along Basha Road along Snedigar Park.

Section 2. The Planning Division of the City of Chandler is hereby directed to enter such changes and amendments as may be necessary upon the Zoning Map of said Zoning Code in compliance with this Ordinance.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance, or any parts hereof, are hereby repealed.

Section 4. In any case, where any building, structure, or land is used in violation of this Ordinance, the Planning Division of the City of Chandler may institute an injunction or any other appropriate action in proceeding to prevent the use of such building, structure, or land.

Section 5. 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, then this entire ordinance is invalid and shall have no force or effect.

Section 6. A violation of this Ordinance shall be a Class 1 misdemeanor subject to the enforcement and penalty provisions set forth in Section 1-8.3 of the Chandler City Code. Each day a violation continues, or the failure to perform any act or duty required by this Ordinance or the Zoning Code, shall constitute a separate offense.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this 15th day of June, 2023.

ATTEST:

_____ _____

CITY CLERK MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this 29th day of June, 2023.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5058 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 29th day of June, 2023, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

Published in the Arizona Republic on:

EXHIBIT "A"

LEGAL DESCRIPTION

That portion of a parcel of land described in the Records of Maricopa County, Arizona located in the Northeast quarter of Section 20, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

The East 35.00 feet of the Northeast quarter of said Section 20.

Except the North 125.00 feet and except the South 170.00 feet.

Containing an area of 82,351.26 square feet or 1.89 acres more or less.

Note: The legal description above is based on county and municipal documents. It is not based on a boundary survey of the subject parcel.

Goodyear - 1920

My first home in Goodyear

Sam Mason - 1920

Part of Town of Goodyear 1920

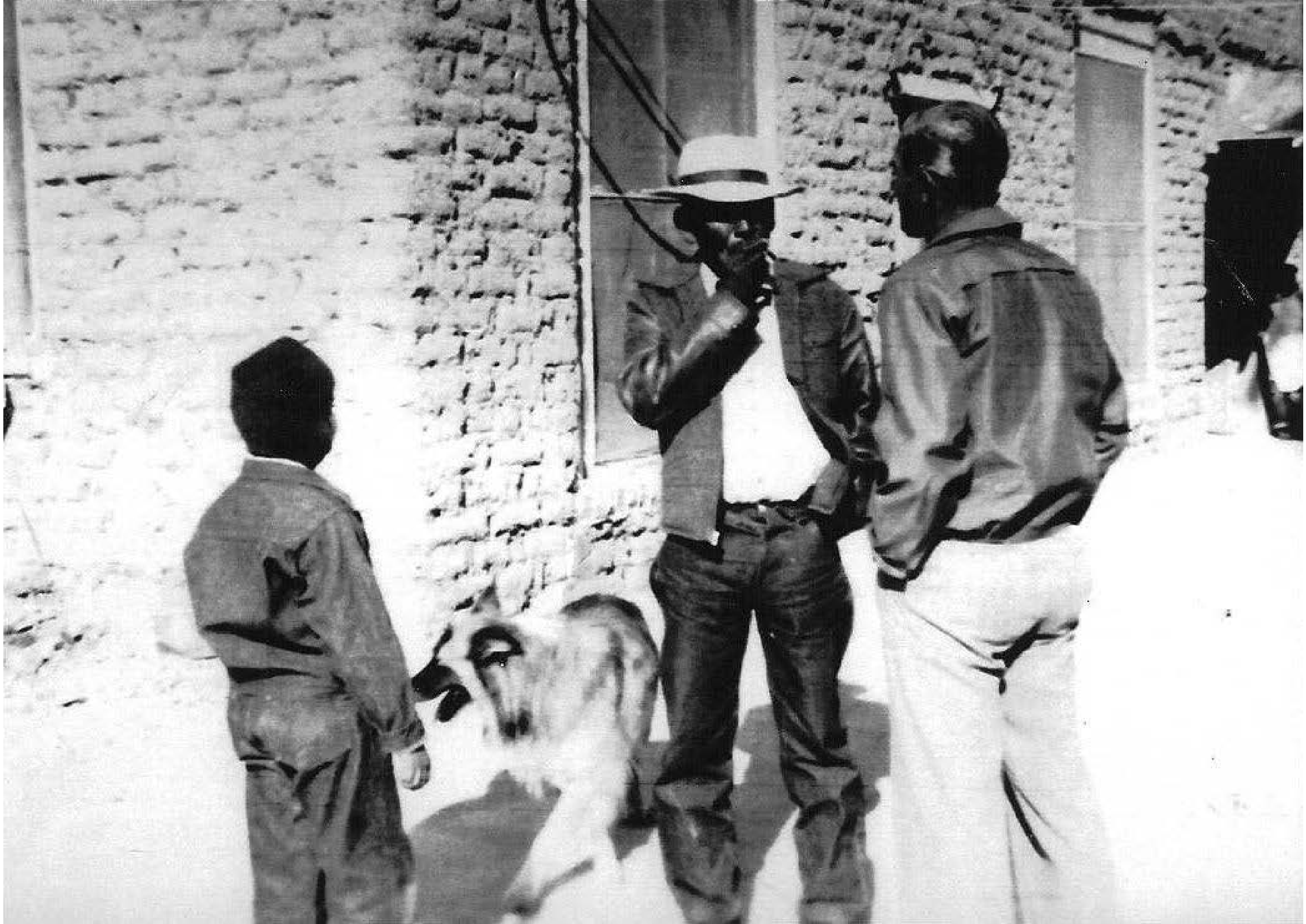
Goodyear Stores - 1920

Goodyear - April 1921 - Home on - 192.!
Hog Ranch -

Bruce's Birth Place 2.25-1922

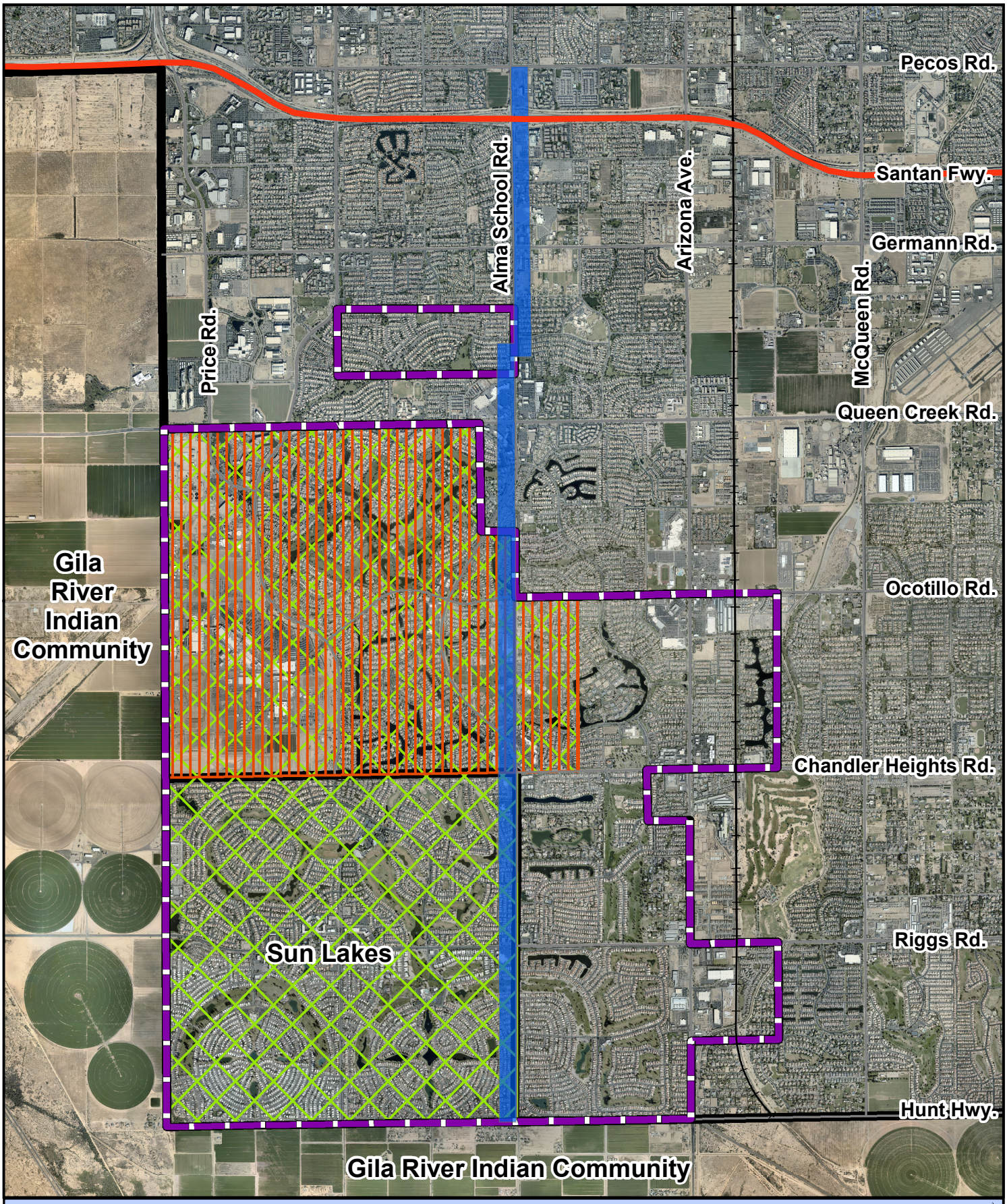
10/23

1920



GOODYEAR
TIRES
VOLUNTEER
NC-8A
915-8-11-37 I

Goodyear Tire and Rubber Production Plant
Akron, Ohio



AGRICULTURAL LAND TRANSFERS IN GOODYEAR

- Goodyear Canal (1917)
- Chandler Improvement Company to Southwest Cotton (1922)
- Goodyear Farms to Hanna Family (1944)
- Hanna Family to Bogle Farms (1946)

CHANDLER arizona

U.S.G.S.
FILE COPY
TOPOGRAPHIC DIVISION

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

ARIZONA
(MARICOPA COUNTY)
MESA QUADRANGLE

SALT RIVER INDIAN RESERVATION

GILA RIVER INDIAN RESERVATION

Scottsdale
Salt River Indian Agency and School
Lehi
Tempe
Tempe Butte
Kendall
Portland
Papago Saguaro National Monument
Hole in the Rock
Barnes Butte
State Rifle Range
Rolrig School
Creamery
Arizona State Normal School
Frankenburg
Alma School
Mesa
Bell Butte
Heard Well
Peterson
Guadalupe
Helena
Kyrene School
McQueen
Chandler Junc
Gilbert
Falfa
Chandler
Hansen Junction
Hansen
Pozo

Arizona Canal
Arizona Eastern (Hayden Division)
Grand Canal
Crosscut Canal
Consolidated Canal
Eastern Canal
Mesa Canal
Utah Canal
San Francisco Canal
Wormser Western Canal
High Line Canal
Phoenix Division Canal
Casaba Branch Canal
Arizona Power House
USRS Pump
Salt River
Indian Slough

(Camelsback) (Ft McDowell) (Phoenix) (Desert Well) (Maricopa) (Gila Butte) (Sacaton)

R.4 E. R.5 E. R.6 E.
T.2 N. T.1 N. T.1 S. T.2 S.
112°00′ 55′ 50′ 111°45′ 33°30′ 25′ 20′ 15′

R. B. Marshall, Chief Geographer.
Geo. R. Davis, Geographer in charge.
Topography by U.S. Reclamation Service.
Culture revision by T.P. Pendleton and D.H. Watson.
Control by U.S. Reclamation Service, A.H. Thompson, T.M. Bannon, Thomas Windsor, and J.T. Stewart.
Surveyed in 1903–1904 and 1913.

13° TRUE NORTH MAGNETIC NORTH
APPROXIMATE MEAN DECLINATION 1913.

SCALE 1:62500
1 ½ 0 1 2 3 4 MILES
3000 0 3000 6000 9000 12000 15000 18000 21000 FEET
1 .5 0 1 2 3 4 5 KILOMETERS

CONTOUR INTERVAL 25 FEET
DATUM IS MEAN SEA LEVEL

INTERIOR – GEOLOGICAL SURVEY, WASHINGTON, D.C. 1955

Polyconic projection. 1927 North American datum

Note: *In joining with Phoenix, Camelsback, Ft McDowell, Desert Well, and Sacaton sheets use black dotted projection corners. Mesa sheet is projected from later data.*

MESA, ARIZ.
N3315-W111 45/15

1913

USGS
Historical File
Topographic Division

U.S.G.S.
FILE COPY
TOPOGRAPHIC DIVISION

NOV 16 1955

1665

FOR SALE BY U.S. GEOLOGICAL SURVEY, FEDERAL CENTER, DENVER, COLORADO OR WASHINGTON 25, D.C.
A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST

USRS PUMP
Falls
18
17
16
15
19
20
USRS PUMP
21
BRANCH)
22
USRS PUMP
(CASABA
30
29
28
27
Chandler
31
32
33
34
USRS PUMP
B.M.
1217
1184
6
5
4
3
USRS PUMP
EASTERN
Pima
7
8
9
10
ARIZONA
18
17
16
15

DEPARTMENT OF THE INTERIOR
FRANKLIN K. LANE, SECRETARY
U. S. GEOLOGICAL SURVEY
GEORGE OTIS SMITH, DIRECTOR

TOPOGRAPHY

ARIZONA
GILA BUTTE QUADRANGLE

(Phoenix) (Mesa) (Desert Well)

112°00' 55' 50' 111°45'
33°15'
33°00'
R. 4 E. R. 5 E. R. 6 E.
T. 2 S. T. 3 S. T. 4 S. T. 5 S.

GILA RIVER INDIAN RESERVATION

MARICOPA CO
PINAL CO
BOUNDARY LINE

ARIZONA EASTERN
PHOENIX DIVISION
CONSOLIDATED CANAL
SANTAN
U.S.R.S. PUMP
U.S.R.S. DITCH
SOUTHERN PACIFIC

Alicia
Naranja
Casaba
Tyler School
Snaketown
Gila Butte
Sweetwater
Casa Blanca
Casa Blanca Indian School
North Line Trading Post
Sweetwater Store & Indian Trading Post
Sacaton Butte
Lirim
Santa Cruz
French
Gila River
Little Gila River
(Maricopa)
(Sacaton)

CEMETERY
Well
BM 1133
BM 1163
BM 1198
BM 1181
BM 1223
BM 1259
BM 1256
BM 1246
BM 1251
BM 1289
BM 1304
BM 1226

SACATON MOUNTAINS

PAPAGO INDIAN RESERVATION BOUNDARY LINE

ENGRAVED 1916 BY U.S.G.S.

R.B. Marshall, Chief Geographer.
Geo. R. Davis, Geographer in charge.
Topography by U.S. Reclamation Service and C.A. Stonesifer.
Control by U.S. Reclamation Service, A.H. Thompson, and Thomas Winsor.
Surveyed in 1903, 1904 and 1914.

U.S.R.S.
C.A.S.

Scale 1/62500
1 0 1 2 3 4 Miles
1 0 1 2 3 4 5 Kilometers

Contour interval 25 feet.
Datum is mean sea level.

APPROXIMATE MEAN DECLINATION 1914.
TRUE NORTH
MAGNETIC NORTH

Edition of 1917

FEB 28 1917 3550

Note: *In joining Sacaton sheet use black dotted projection corners. Gila Butte sheet is projected from later data.*

GILA BUTTE

USGS Historical File Topographic Division

U. S. G. S. FILE COPY

18
17
Naranja
16
15
3200
ARIZONA EASTERN
20
21
22
19
Casaba
30
29
28
27
CANAL
3225
CONSOLIDATED
31
32
33
34
North La
Trading

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 23-015

Date: June 15, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Micah Miranda, Acting Development Services Director
From: Mikayela Liburd, Associate Planner
Subject: PLH22-0061 Modern Margarita Plant Shops LLC
Request: Entertainment Use Permit approval to allow for indoor live entertainment and outdoor patio speakers.
Location: 4165 S Gilbert Rd. Suite #5
Applicant: Chris Galletti, Modern Margarita

Proposed Motion:

Move City Council approve Entertainment Use Permit, PLH22-0061 Modern Margarita Plant Shops, LLC, subject to the conditions recommended by Planning and Zoning Commission.

Background Data:

- Property is zoned PAD for Commercial Development
- Zoning Code requires Entertainment Use Permit approval for any live entertainment or speakers provided outdoors and located 1,320 feet or less from a residentially zoned property.

Surrounding Land Use Data:

North	PAD for Commercial	South	PAD for Commercial
East	PAD for Commercial	West	Gilbert Rd., then PAD for C-1 with a gas station

Proposed Development:

Size of Suite & Patio	2,555 sq. ft. and 1,080 sq. ft.
Days of Operation	Sunday-Saturday
Hours of Operation	Sunday to Wednesday: 11:00am to 10:00pm, Thursday:11:00am to 12:00am, Friday and Saturday:11:00am to1:00am
Hours of indoor live entertainment and outdoor patio speakers	Friday to Saturday: 12pm to 3pm & 7pm to 12am Sunday: 12pm to 3pm & 7pm to10pm *in addition to special events
Number of Employees	20
Entertainment Indoors	Live Music and DJ Entertainment
Entertainment Outdoors	Speakers

Review and Recommendation:

Modern
Margarita has been in operation at this location since 2022. The restaurant also obtained permits for a patio expansion that year, which was completed in 2022. The restaurant is requesting Use Permit approval for
live entertainment and patio speakers to enhance
the restaurant patrons' experience.
Indoor entertainment will consist of live entertainment, which will include disc jockeys and bands. Outdoor entertainment will only consist of outdoor speakers.

Planning staff finds the requested Entertainment Use Permit to be consistent with other similar establishments that have been approved for outdoor and live entertainment. Staff has reviewed the request and finds it to be consistent with the General Plan and Zoning Code.

Public / Neighborhood Notification

- The request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting was held on April 6th, 2023. No one attended other than the applicant.
- As of the writing of this memo, Planning staff is not aware of any opposition.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting May 17th, 2023.

Motion to Approve

In Favor:7 Opposed:0

The item was moved to Action Agenda because a resident who frequents the establishment with her family had concerns about the language in the music being played and the loud volume which could be heard by other businesses within the same commercial center. The applicant stated that the content of the music played will be regulated. Additionally, there are stipulations provided which regulate the allowed noise levels and also require the applicant to provide contact information for residents to reach out to for any noise complaints.

Recommended Conditions of Approval

Planning staff finds the request to be compliant with the General Plan and Planning and Zoning Commission recommends the City Council approval of the Entertainment Use Permit, subject to the following conditions:

1. Substantial expansion or modification beyond the approved exhibits (Site Plan, Floor Plan and Narrative) shall void the Use Permit and require new Use permit application and approval.
2. The Entertainment Use Permit is non-transferable to any other location.
3. The site shall be maintained in a clean and orderly manner.
4. No noise shall be emitted from external speakers or live entertainment in such a manner that exceeds the general level of noise by uses outside the premises of the business and disturbs adjacent businesses and residential areas.
5. Music shall be controlled so as to not unreasonably disturb area residents and shall not exceed the ambient noise level as measured at the commercial property line.
6. The establishment shall provide a contact phone number for a responsible person (i.e. bar owner and/or manager) to any interested neighbors or property owners to resolve noise complaints quickly and directly.

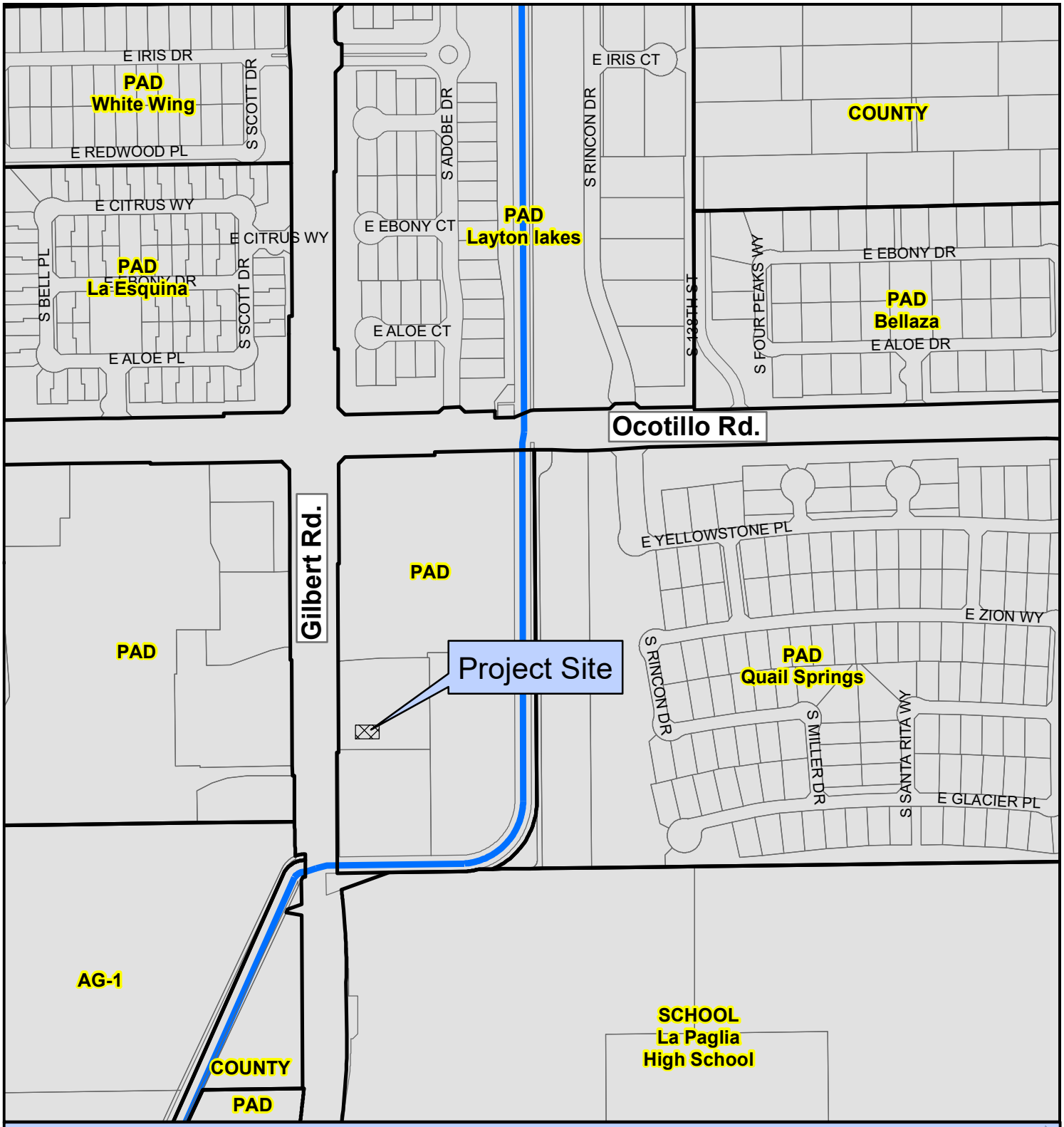
Attachments

Vicinity Maps

Narrative

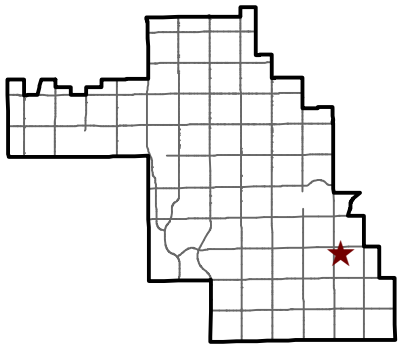
Site Plan

Floor Plan



PLH22-0061 Modern Margarita Plant Shops LLC

Proposed Project Details
4165 S. Gilbert Rd., Suite 5
Request Entertainment Use Permit approval



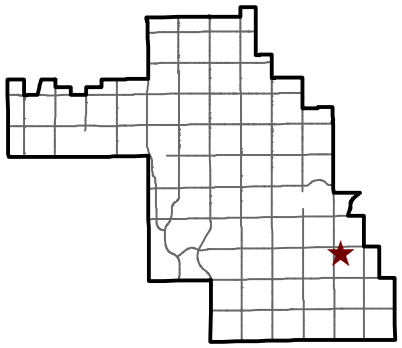
CHANDLER arizona

City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning

PLH22-0061 Modern Margarita Plant Shops LLC

N

Proposed Project Details
4165 S. Gilbert Rd., Suite 5
Request Entertainment Use Permit approval



CHANDLER arizona

City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning

Narrative

March 13th, 2023

PLH22-0061 Use Permit
Modern Margarita
4165 S Gilbert RD, STE #5
Chandler, AZ 85249

Modern Margarita would like to provide both live music and DJ entertainment from time to time for their Guests enjoyment during normal operating hours. The focus on entertainment will be on Friday,Saturday and Sunday afternoons and evenings.

- Use Permit, details:
  - Your proposed land use(s)
    - Full-service restaurant and bar
  - Property address/location/suite number
    - 4165 S Gilbert RD, STE #5
    - Chandler, AZ 85249
  - On-site business activities, operations, equipment, and the like (i.e. staging area, storage area, gated yard for equipment or vehicles)
    - Full-service restaurant and bar with both indoor and outdoor seating
  - Days of the week open
    - 7 days
  - Hours of operation
    - Sunday to Wednesday – 11am to 10pm
    - Thursday - 11am to 12am
    - Friday to Saturday – 11am to 1am
  - Land use compatibility with adjacent land uses
    - Modern Margarita is in a retail shopping center with several other restaurants and retail services
  - On-site parking compliance
    - Plenty of on-site parking is available

Live Entertainment
Friday - Saturday: 12 pm - 3 pm & 7 pm -12 am
Sunday: 12 pm - 3 pm & 7 pm 10 pm
* In addition to special event

LOCATION: **Modern Margarita**
4165 S Gilbert RD, STE #5
Chandler, AZ 85249

Sincerely,

Chris Galletti

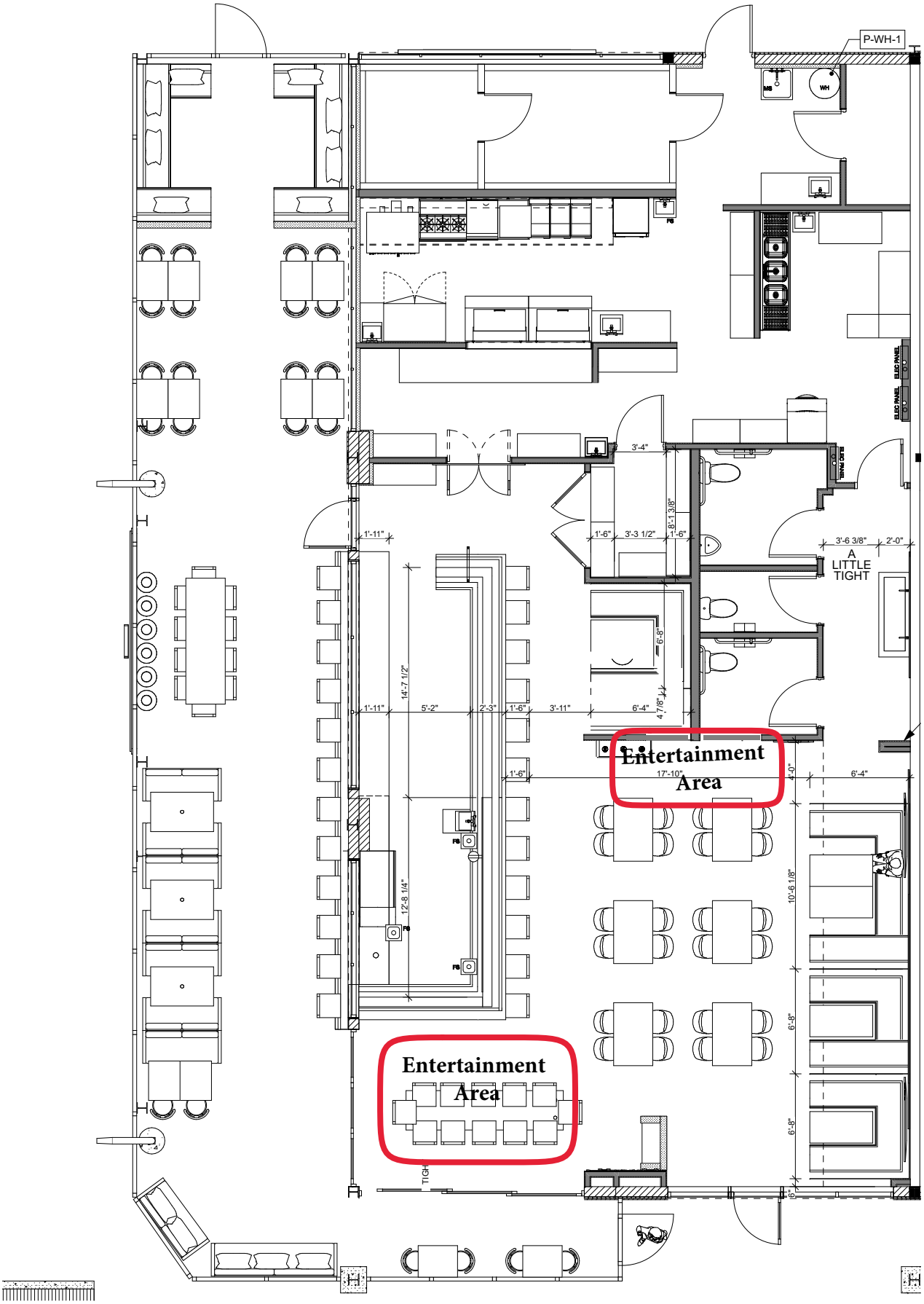
Chris Galletti

DocuSign Envelope ID: 4A569894-0BAE-43ED-AA99-0444C9AE5855

EXHIBIT A

Depiction (Approximate) of the Premises, Shopping Center and Property

***Depictions of the Property, the Patio Area, Shopping Center, signage and Premises as well as all access points and parking are approximate and for illustrative purposes only. THE FOREGOING IS NOT A REPRESENTATION OF OR BY AND DOES NOT BIND LANDLORD.**



1. FFE PLAN

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

FURNITURE PLAN FOR SIGN OFF

11.05

CLIENT SIGN-OFF

NOT FOR CONSTRUCTION

All ideas, designs and plans represented by this drawing are the property of JTA Custom Interiors. They are not to be used in any way without the prior written consent of JTA Custom Interiors. They are not to be assigned to any third party without prior written consent.

www.JTACUSTOMINTERIORS.com
JTA JTA Custom Interiors + PI Precision Interiors
480.278.9119 602.571.3476
DON'T BE ORDINARY
www.PRECISIONINTERIORSAZ.com
SEAMLESSLY BLENDING ARCHITECTURE, INTERIORS + 3D

DESIGN TEAM:

PROJECT:

TENANT IMPROVEMENT
MODERN MARGARITA
4165 SOUTH GILBERT RD #5
CHANDLER, AZ 85249

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 22-022

Date:	June 15, 2023
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Andy Bass, Deputy City Manager Micah Miranda, Acting Development Services Director
From:	Harley Mehlhorn, Planner
Subject:	PLH23-0016 AT&T El Lobo WCF
Request:	Use Permit approval to install a wireless communication facility
Location:	Located on the north side of the Hartford and Fairview Street intersection, approximately ¼ north of Pecos Road
Applicant:	Kevin Barlay, Regional Vice President of Com Ex Consultants

Proposed Motion:

Move City Council approve Use Permit PLH23-0016 AT&T El Lobo WCF, for the installation of a wireless communication facility, subject to the conditions as recommended by Planning and Zoning Commission.

Background Data:

- Located onCity-owned property that is used as a regional drainage basin.
- Zoning Code requires a Use Permit for a wireless facility that is not co-located on an existing pole and which creates a new pole holding a wireless facility.

Surrounding Land Use Data:

North	Elementary School	South	Fairview Street, then multi-family residential
East	Nebraska Street, then Single-Family Residential	West	City Park

Proposed Development:

Type of Tower	Mono-Eucalyptus
Total height of to the top of mono-eucalyptus	70'
Top of antenna	65'

Review and Recommendation:

This Use Permit request is to allow for the construction of a new mono-eucalyptus wireless communication facility. Per code, a wireless communication facility is not permitted by right and must receive Use Permit approval in order to have a wireless communication facility on the property when not collocated on an existing pole.

The subject site is located on the same parcel as the "Denver Basin," a City-owned and maintained regional drainage facility. The proposed tower is over 150 feet away from Fairview Street and features a stealth design that meshes well with the existing older trees in the park. The proposed height of 65' to the top of the antenna array is consistent with precedent in Chandler. Staff has reviewed the request and finds it to be consistent with the General Plan and Zoning Code.

Public / Neighborhood Notification

- The request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood notice was mailed out and posted on social media via NextDoor.
- A neighborhood meeting was held on March 30, 2023, at which only the applicant and staff were present.
- As of the writing of this memo, Planning staff has received one email of opposition, one call of opposition, and one general question regarding the nature of the project. The concerns expressed by residents are related to health and safety matters that, per the Federal Communications Commission, staff is preempted from considering in making its recommendation.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting May 17, 2023
Motion to Approve

In Favor: 7 Opposed: 0

At the May 17th Planning and Zoning Commission meeting,

Chairman Heumann noted that there is a lack of large trees between Fairview St. and the proposed stealth tower and thus requested a stipulation be added requiring more trees to be planted between the right-of-way and the proposed tower location. Stipulation number 5 was added which reads:

"Additional trees of similar species to the existing trees within the basin shall be planted between the adjacent right-of-way and the stealth tower."

Recommended Conditions of Approval

Planning staff finds the request is in compliance with the General Plan and the existing zoning. Planning and Zoning Commission recommends City Council approve the Use Permit, subject to the following conditions:

1. Expansion of the wireless facility or modifications of the use beyond approved exhibits shall void the Use Permit and require a new Use Permit application and approval, except that any application for modification as an "eligible facilities request" under Section 6409(a) of the Spectrum Act of 2012 shall not require a new Use Permit application.

2. Use Permit does not constitute Final Development Plan approval. Compliance with the details required by all applicable codes and conditions of the City of Chandler and this Use Permit shall apply.

3. The facility pole that resembles a tree trunk shall use materials and color that mimic tree bark.

4. The color of the leaves on the facility shall closely resemble the color of the leaves of the existing trees on the subject site.

5. Additional trees of similar species to the existing trees within the basin shall be planted between the adjacent right-of-way and the stealth tower.

Attachments

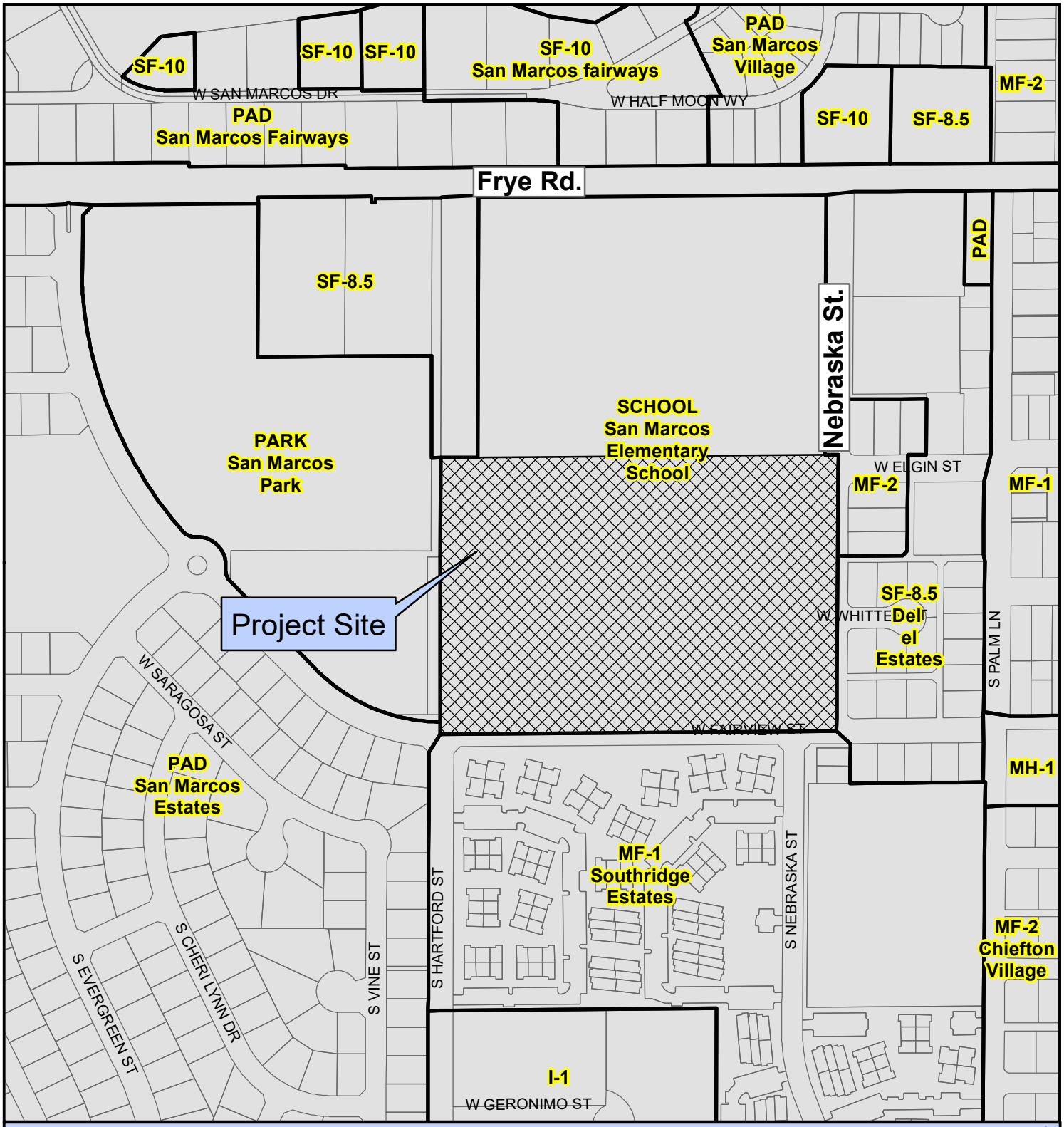
Vicinity Maps

Plans

Photo Sims

neighborhood opposition

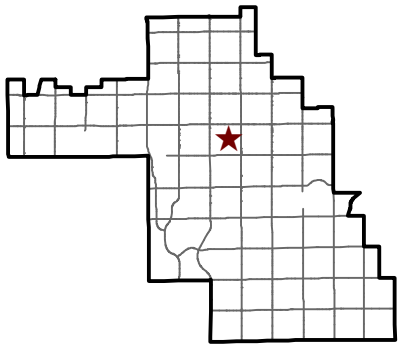
Surrounding WCF Within One Mile



PLH23-0016 AT&T El Lobo

Proposed Project Details

Request for a 65' tall stealth wireless communication facility



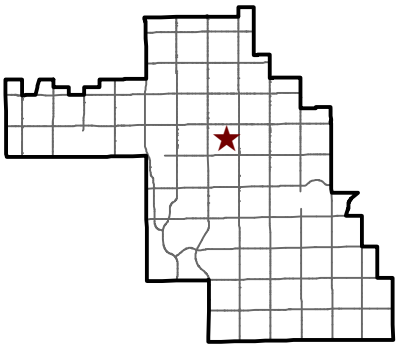
CHANDLER arizona

City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning

PLH23-0016 AT&T El Lobo

Proposed Project Details

Request for a 65' tall stealth wireless communication facility



CHANDLER arizona

City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning

PROJECT TEAM

CLIENT REPRESENTATIVE

COMPANY:	SMARTLINK, GROUP
ADDRESS:	8767 E. VIA DE VENTURA, SUITE 200
CITY, STATE, ZIP:	SCOTTSDALE, AZ 85258
CONTACT:	RACHAEL CARSON
PHONE:	(602) 793-8101
E-MAIL:	RACHAEL.CARSON@SMARTLINKGROUP.COM

PROJECT OWNER

COMPANY:	AT&T
ADDRESS:	1355 WEST UNIVERSITY DRIVE
CITY, STATE, ZIP:	MESA, AZ 85201-5419
CONTACT:	ROBERT HOFRICHTER AREA MANAGER, CONSTRUCTION & ENGINEERING AT&T MOBILITY: DSW
PHONE:	(480) 399-2834
E-MAIL:	RH1316@ATT.COM

ENGINEERING SERVICES

COMPANY:	COM-EX CONSULTANTS
ADDRESS:	40 WEST BASELINE ROAD, SUITE 115
CITY, STATE, ZIP:	TEMPE, AZ 85283
CONTACT:	KEVIN BARLAY
PHONE:	(480) 245-5988

PROPERTY OWNER:

OWNER:	CITY OF CHANDLER
MAILING ADDRESS:	P.O. BOX 4008 MS 606
CITY, STATE, ZIP:	CHANDLER, AZ 85244

GENERAL NOTES

DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT/ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE; NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

SITE INFORMATION

LATITUDE:	33° 17' 46.248" N (33.2961800°)
LONGITUDE:	111° 51' 00.5328" W (-111.8501480°)
LAT./LONG. TYPE:	NAVD 83
GROUND ELEVATION:	1214.5' AMSL
APN #:	303-07-009
AREA OF CONSTRUCTION:	2500 SQ. FT
ZONING/JURISDICTION:	CITY OF CHANDLER
CURRENT ZONING:	SCHOOL
EXISTING USE:	UNMANNED TELECOMMUNICATIONS FACILITY
COUNTY:	MARICOPA
HANDICAP REQUIREMENTS:	FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED.

UTILITY INFORMATION

TRANSPORT SOLUTION: (FIBER) LUMEN

COMMERCIAL POWER PROVIDER: APS

AT&T

AZL01776
EL LOBO
FA CODE: 15474814
USID: 324698
PTN #: 3901A14SGL
712 WEST FAIRVIEW STREET
CHANDLER, AZ 85225

VICINITY MAP

DRIVING DIRECTIONS

FROM AT&T OFFICE: 1355 WEST UNIVERSITY DRIVE, MESA, AZ 85201-5419:

TURN RIGHT ONTO W UNIVERSITY DR, TURN RIGHT ONTO N ALMA SCHOOL RD, TURN LEFT ONTO W FRYE RD, TURN RIGHT ONTO W FAIRVIEW ST ; DESTINATION WILL BE ON THE LEFT AT THE INTERSECTION OF W FAIRFIELD ST AND S HARTFORD ST.

CODE COMPLIANCE

BUILDING CODE:	2021 INTERNATIONAL BUILDING CODE
ELECTRICAL CODE:	2020 NATIONAL ELECTRIC CODE

LIGHTNING PROTECTION CODE: NFPA 780, LIGHTNING PROTECTION CODE

SUBCONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) FOR THE LOCATION. THE EDITION OF THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

RFDS DATA

RFDS NAME: AZL01776
RFDS DATE: 10/17/2022
REVISION: V1.0
RFDS VERSION: 3.00
RFDS ID: 5484353
CREATED BY: AC7856 DATE: 10/17/2022 6:19:12 PM
UPDATED BY: AC7856 DATE: 12/16/2022 1:07:02 PM

NUMBER OF SECTORS:	3
NUMBER OF ANTENNAS:	6
NUMBER OF RRH'S:	9
NUMBER OF FIBER/DC SQUIDS:	2
NUMBER OF OPTICAL TRUNK CABLES:	2
NUMBER OF DC TRUNK CABLES:	5

APPROVALS

AT&T (RF): _____ DATE: _____

AT&T (CONST.): _____ DATE: _____

AT&T (SAM): _____ DATE: _____

LANDLORD: _____ DATE: _____

LANDLORD: _____ DATE: _____

JURISDICTIONAL APPROVAL

PROJECT DESCRIPTION

THIS PROJECT WILL BE COMPRISED OF:

TOWER SCOPE OF WORK:
- INSTALL NEW TRIPLE T-ARM SITE PRO-1 RMV5-296 MOUNTED TO NEW MONO-EUCALYPTUS
- INSTALL (6) NEW ANTENNAS, (3) PER SECTOR, (3) SECTORS
- INSTALL (6) NEW RRH'S, (1) AIRSCALE TRI RRH 4T4R B12/14/29 370W AHLBBA PER SECTOR, (1) AIRSCALE DUAL RRH 4T4R B25/66 320W AHFII PER SECTOR, (3) SECTORS, (6) TOTAL
- INSTALL (2) NEW DC-9 SURGE SUPRESSORS
- INSTALL (2) NEW FIBER TRUNKS (24 PR)
- INSTALL (5) NEW DC TRUNK CABLES (#6 AWG)

EXST. EQUIPMENT ENCLOSURE AREA SCOPE OF WORK:
- NEW UL LISTED WALK-UP CABINET, "W.U.C." [NEQ.20111] DELTA, ESOF030-HCU SERIES ON NEW GRAVITY MOUNT PLATFORM
- NEW EMERGENCY BACK-UP GENERATOR NEQ.20574 POLAR POWER, INC.,8220-100-D-20-03-V,,,48VDC; 20KW; DC GENERATOR HORIZONTAL ENCLOSURE WITH 54 GALLON DIESEL FUEL TANK WITH OPV ON NEW PRE-FAB GRAVITY MOUNT PLATFORM
- INSTALLATION OF (1) DC50-48-60-96-50F
- INSTALLATION OF (1) NEW GPS ANTENNA ON WUC
- INSTALL NEW U.G. CONDUITS FROM TO WUC TO NEW MONO-EUCALYPTUS
- INSTALLATION OF A NEW 200A ELECTRICAL SERVICE
- INSTALLATION OF NEW FIBER SERVICE

SHEET	DESCRIPTION
T-1	TITLE SHEET
T-2	GENERAL NOTES, ABBREVIATIONS, & LEGEND
LS-1, LS-2	SITE SURVEY
Z-1	SITE PLAN
Z-2	ENLARGED SITE PLAN
Z-3	ANTENNA LAYOUT AND CABLE CHART
Z-4	SITE ELEVATION

AT&T
1355 WEST UNIVERSITY DRIVE
MESA, AZ 85201-5419

THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL TO AT&T WIRELESS

ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO AT&T WIRELESS IS STRICTLY PROHIBITED

smartlink
8767 E. VIA DE VENTURA, SUITE 200
SCOTTSDALE, AZ 85258

COM-EX Consultants
40 W BASELINE ROAD, SUITE 115
TEMPE, AZ 85283

PRELIMINARY FOR REVIEW

REV.	DATE	REVISION DESCRIPTION
C	12-20-22	CX COMMENTS
B	12-19-22	CX COMMENTS
A	12-13-22	PRELIMINARY ISSUE

PROJECT INFORMATION:

AZL01776
EL LOBO
FA CODE: 15474814
USID: 324698
712 WEST FAIRVIEW STREET
CHANDLER, AZ 85225
MARICOPA COUNTY

DRAWN BY:	CHECKED BY:
JR	CBM

SHEET TITLE:

TITLE SHEET

SHEET NUMBER:	REV.:
T-1	C

NEW ANTENNA
EXISTING ANTENNA
GROUND ROD
GROUND BUS BAR
MECHANICAL GRND. CONN.
CADWELD
GROUND ACCESS WELL
ELECTRIC BOX
TELEPHONE BOX
LIGHT POLE
FND. MONUMENT
SPOT ELEVATION
SET POINT
REVISION
GRID REFERENCE
DETAIL REFERENCE
ELEVATION REFERENCE
SECTION REFERENCE

GROUT OR PLASTER
(E) BRICK
(E) MASONRY
CONCRETE
EARTH
GRAVEL
PLYWOOD
SAND
WOOD CONT.
WOOD BLOCKING
STEEL
CENTERLINE
PROPERTY/LEASE LINE
MATCH LINE
WORK POINT

FUSE, SIZE AND TYPE AS INDICATED.

SAFETY SWITCH, 2P-240V-60A W/60A FUSES, NEMA 3R ENCLOSURE, SQ D CATALOG NO. H222NRB

MANUAL TRANSFER SWITCH, 2P-240V-200A, NO FUSE, NEMA 3R ENCLOSURE

LIGHTING FIXTURE, FLUORESCENT, 10.94" x 4'-0", 2/40W, SURFACE MOUNTING TYPE, HUBBELL LIGHTING CATALOG #WSW232T

LIGHTING FIXTURE, FLUORESCENT, 10.94" x 8'-0", 2/95W, SURFACE MOUNTING TYPE, HUBBELL LIGHTING CATALOG #TWSM232T

LIGHTING FIXTURE, HIGH PRESSURE SODIUM, 1/70W, WALL MOUNTING TYPE, HUBBELL LIGHTING CATALOG #NRG-307 OR 1/50W, HUBBELL LIGHTING CATALOG #NRG-121

EXIT SIGN, THERMOPLASTIC LED, SINGLE FACE, UNIVERSAL MOUNTING, W/BATTERY PACK, HUBBELL LIGHTING CATALOG #PRB

COMBINATION, EXIT SIGN & EMERGENCY LIGHTING, HUBBELL LIGHTING CATALOG #PRC

EMERGENCY LIGHTING, 2/50W, HUBBELL LIGHTING CATALOG #HE6-50-2-R91

LIGHTING FIXTURE, INCANDESCENT, 1/100W, WALL MOUNTING TYPE, HUBBELL LIGHTING CATALOG #BRH-100-06-1

LIGHTING FIXTURE, HALOGEN, QUARTZ, 1/300W, HUBBELL LIGHTING CATALOG #QL-505

LIGHTING FIXTURE, 1/175W. METAL HALIDE, HUBBELL CAT #MIC-0175H-336

NEW POLE MOUNTED XFMER
(E) POLE MOUNTED XFMR
(N) PAD MOUNTED XFMER
(E) PAD MOUNTED XFMER

LEGEND

1

A	AMPERE	EMT.	ELECTRICAL METALLIC TUBING	MTD.	MOUNTED	T.O.F.	TOP OF FOUNDATION
A.B.	ANCHOR BOLT	E.N.	EDGE NAIL	MTG.	MOUNTING	T.O.P.	TOP OF PLATE (PARAPET)
ABV.	ABOVE	ENCL.	ENCLOSURE	MTL.	METAL	T.O.S.	TOP OF STEEL
AC	ALTERNATE CURRENT/AIR CONDITIONER	ENG.	ENGINEER	MTS.	MANUAL TRANSFER SWITCH	T.O.W.	TOP OF WALL
ACCA	ANTENNA CABLE COVER ASSEMBLY	EQ.	EQUAL	N	NEUTRAL	TYP.	TYPICAL
ADD'L	ADDITIONAL	EXST. (E)	EXISTING	(N)	NEW	U.G.	UNDER GROUND
A.F.F.	ABOVE FINISHED FLOOR	EXP.	EXPANSION	NEMA	NATIONAL ELECTRICAL MANUFACTURERS ASSOC.	U.L.	UNDERWRITERS LABORATORY INC.
A.F.G.	ABOVE FINISHED GRADE	EXT.	EXTERIOR	NO.(#)	NUMBER	UMTS	UNIVERSAL MOBIL TECH. SYS. (3G MOBILE TECH.)
AIC	AMPERE INTERRUPTING CAPACITY	FAB.	FABRICATION(OR)	N.T.S.	NOT TO SCALE	U.N.O.	UNLESS NOTED OTHERWISE
ALUM.	ALUMINUM	FAC.	FACTOR	OBIF	OPTICAL BASEBAND INTERFACE	V	VOLT
ALT.	ALTERNATE	F/A	FIRE ALARM	OH	OVERHEAD	VAC	VOLT ALTERNATING CURRENT
ANT.	ANTENNA	F.F.	FINISH FLOOR	O.C.	ON CENTER	V.I.F.	VERIFY IN FIELD
APPROX.	APPROXIMATE(LY)	F.G.	FINISH GRADE	OPNG.	OPENING	W	WATT OR WIRE
ARCH.	ARCHITECT(URAL)	FIN.	FINISH(ED)	P	POLE	WD	WIDE(WIDTH)
AT.	AMPERE TRIP	FLR.	FLOOR	P/C	PRECAST CONCRETE	W/	WITH
AWG.	AMERICAN WIRE GAUGE	FLUOR	FLUORESCENT	PCS	PERSONAL COMMUNICATION SERVICES	W/O	WITHOUT
BATT.	BATTERY	FDN.	FOUNDATION	PH	PHASE	WD.	WOOD
BD.	BOARD	F.O.C.	FACE OF CONCRETE	PLY.	PLYWOOD	W.P.	WEATHERPROOF
BLDG.	BUILDING	F.O.M.	FACE OF MASONRY	PNLBD	PANELBOARD	WT.	WEIGHT
BLK.	BLOCK	F.O.S.	FACE OF STUD	PPC	POWER PROTECTION CABINET	XFER	TRANSFER
BLKG.	BLOCKING	F.O.W.	FACE OF WALL	PRC	PRIMARY RADIO CABINET	XFMR	TRANSFORMER
BM.	BEAM	F.S.	FINISH SURFACE	PRI	PRIMARY	XLPE	CROSS-LINK POLYETHYLENE
B.N.	BOUNDARY NAILING	FT.(')	FOOT (FEET)	P.S.F.	POUNDS PER SQUARE FOOT	℄	CENTERLINE
BR.	BRANCH	FTG.	FOOTING	P.S.I.	POUNDS PER SQUARE INCH	℄	PLATE, PROPERTY LINE
BRKR.	BREAKER	FU	FUSE	P.T.	PRESSURE TREATED		
BTCW.	BARE TINNED COPPER WIRE	G	GROUND	PWR.	POWER (CABINET)		
BTS.	BASE TRANSMISSION SYSTEM	GR	GROWTH (CABINET)	QTY.	QUANTITY		
B.O.F.	BOTTOM OF FOOTING	GA.	GAUGE	RAD.(R)	RADIUS		
B/U	BACK-UP CABINET	GEN.	GENERATOR	RBS	RADIO BASE STATION		
C	CONDUIT	GI.	GALVANIZE(D)		(BASE STATION 3G NETWORKS)		
CAB.	CABINET	G.F.C. I.	GROUND FAULT CIRCUIT INTERRUPTER	RCPT.	RECEPTACLE		
CANT.	CANTILEVER(ED)	GLB. (GLU-LAM)	GLUE LAMINATED BEAM	REF.	REFERENCE		
CB.	CIRCUIT BREAKER	GND	GROUND	REINF.	REINFORCEMENT(ING)		
CDMA	CODE-DIVISION MULTIPLE ACCESS (2G & 3G)	GPS	GLOBAL POSITIONING SYSTEM	REQ'D.	REQUIRED		
CDUK	CONSOLIDATION DISTRIBUTION UNIT KIT	GRND.	GROUND	RGS.	RIGID GALVANIZED STEEL		
C.I.P.	CAST IN PLACE	GSM	GLOBAL SYSTEM MOBILE (2G+ MOBILE TECH.)	RRU	REMOTE RADIO UNIT		
CKT.	CIRCUIT	HDBC	HARD DRAWN COPPER WIRE		(RADIO TRANSCEIVER)		
CLG.	CEILING	HDR.	HEADER	RX-AIT	RECEIVER AIR INTERFACE TRAY		
CLR.	CLEAR	HGR.	HANGER	SAF	SAFETY		
CMU	CONCRETE MASONRY UNIT (JAMB BLOCKS)	HPS	HIGH PRESSURE SODIUM	SCH.	SCHEDULE		
COL.	COLUMN	HT.	HEIGHT	SDBC	SOFT DRAWN BARE COPPER		
CONC.	CONCRETE	ICGB.	ISOLATED COPPER GROUND BUS	SEC	SECONDARY		
CONN.	CONNECTION(OR)	IN.(")	INCH(ES)	SHT.	SHEET		
CONST.	CONSTRUCTION	INT.	INTERIOR	SIM.	SIMILAR		
CONT.	CONTINUOUS	LB.(#)	POUND(S)	S.N.	SOLID NEUTRAL		
d	PENNY (NAILS)	L.B.	LAG BOLTS	SPEC.	SPECIFICATION(S)		
DBL.	DOUBLE	L.F.	LINEAR FEET (FOOT)	SQ.	SQUARE		
DC	DIRECT CURRENT	LG.	LENGTH	S.S.	STAINLESS STEEL		
DEM.	DEMAND	L.	LONG(ITUDINAL)	STD.	STANDARD		
DEPT.	DEPARTMENT	LPS	LOW PRESSURE SODIUM	STL.	STEEL		
D.F.	DOUGLAS FIR	LTE	LONG TERM EVOLUTION (4G MOBILE TECH.)	STRUC.	STRUCTURAL		
DIA.	DIAMETER	MAS.	MASONRY	SURF	SURFACE		
DIAG.	DIAGONAL	MAX.	MAXIMUM	SW	SWITCH		
DIM.	DIMENSION	M.B.	MACHINE BOLT	TEL.	TELEPHONE		
DWG.	DRAWING(S)	MECH.	MECHANICAL	TEMP.	TEMPORARY		
DWL.	DOWEL(S)	MFR.	MANUFACTURER	THK.	THICK(NESS)		
EA.	EACH	MIN.	MINIMUM	TMAS	TOWER MOUNTED AMPLIFIER		
EGR.	EMERGENCY GENERATOR RECEPTACLE	MISC.	MISCELLANEOUS		(DC SUPPLY VOLTAGE)		
EL.	ELEVATION	MLO	MAIN LUGS ONLY	T.N.	TOE NAIL		
ELEC.	ELECTRICAL			T.O.A.	TOP OF ANTENNA		
ELEV.	ELEVATOR			T.O.C.	TOP OF CURB		

ABBREVIATIONS 2

NOTES FOR EXISTING AT&T CELL SITES:

1. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING SUBCONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF CONTRACTOR.
2. SUBCONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS PRIOR TO COMMENCING ANY WORK. ALL DIMENSIONS OF EXISTING CONSTRUCTION SHOWN ON THE DRAWINGS MUST BE VERIFIED. SUBCONTRACTOR SHALL NOTIFY THE CONTRACTOR OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.
3. THE EXISTING CELL SITE IS IN FULL COMMERCIAL OPERATION. ANY CONSTRUCTION WORK BY SUBCONTRACTOR SHALL NOT DISRUPT THE EXISTING NORMAL OPERATION. ANY WORK ON EXISTING EQUIPMENT MUST BE COORDINATED WITH CONTRACTOR. ALSO, WORK SHOULD BE SCHEDULED FOR AN APPROPRIATE MAINTENANCE WINDOW USUALLY IN LOW TRAFFIC PERIODS AFTER MIDNIGHT.
4. SINCE THE CELL SITE IS ACTIVE, ALL SAFETY PRECAUTIONS MUST BE TAKEN WHEN WORKING AROUND HIGH LEVELS OF ELECTROMAGNETIC RADIATION. EQUIPMENT SHOULD BE SHUTDOWN PRIOR TO PERFORMING ANY WORK THAT COULD EXPOSE THE WORKERS TO DANGER. PERSONAL RF EXPOSURE MONITORS ARE ADVISED TO BE WORN TO ALERT OF ANY DANGEROUS EXPOSURE LEVELS.
5. SUBCONTRACTOR SHALL DETERMINE ACTUAL ROUTING OF CONDUIT, POWER AND T1 CABLES, GROUNDING CABLES AS SHOWN ON THE POWER, GROUNDING AND TELCO PLAN DRAWING. SUBCONTRACTOR SHALL UTILIZE EXISTING TRAYS AND/OR SHALL ADD NEW TRAYS AS NECESSARY. SUBCONTRACTOR SHALL CONFIRM THE ACTUAL ROUTING WITH THE CONTRACTOR.
6. SUBCONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.

EXISTING AT&T CELL SITE NOTES 3

GENERAL NOTES 4

1. THE FACILITY IS AN UNOCCUPIED DIGITAL TELECOMMUNICATION FACILITY.
2. PLANS ARE NOT TO BE SCALED AND ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY, UNLESS NOTED OTHERWISE. THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
3. PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTORS SHALL VISIT THE JOB SITE AND BE RESPONSIBLE FOR ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS, AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE IMPLEMENTATION ENGINEER AND ENGINEER PRIOR TO PROCEEDING WITH THE WORK.
4. THE CONTRACTOR SHALL OBTAIN, IN WRITING, AUTHORIZATION TO PROCEED BEFORE STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED OR IDENTIFIED BY THE CONTRACT DOCUMENTS.
5. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY INDICATED OTHERWISE OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.
6. ALL WORK PERFORMED AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. MECHANICAL AND ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS, AND LOCAL AND STATE JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
7. THE GENERAL CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK, USING THE BEST SKILLS AND ATTENTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT INCLUDING CONTACT AND COORDINATION WITH THE IMPLEMENTATION ENGINEER AND WITH THE LANDLORD'S AUTHORIZED REPRESENTATIVE.
8. SEAL PENETRATIONS THROUGH FIRE RATED AREAS WITH U.L. LISTED AND FIRE CODE APPROVED MATERIALS.
9. PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A OR 2-A10BC WITHIN 75 FEET TRAVEL DISTANCE TO ALL PORTIONS OF THE PROJECT AREA DURING CONSTRUCTION.
10. DETAILS ARE INTENDED TO SHOW END RESULT OF DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS, AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK.
11. REPRESENTATIONS OF TRUE NORTH, OTHER THAN THOSE FOUND ON THE PLOT OF SURVEY DRAWING (SHEET LS1 OR SHEET C-1), SHALL NOT BE USED TO IDENTIFY OR ESTABLISH THE BEARING OF TRUE NORTH AT THE SITE. THE CONTRACTOR SHALL RELY SOLELY ON THE PLOT OF SURVEY DRAWING AND ANY SURVEYOR'S MARKINGS AT THE SITE FOR THE ESTABLISHMENT OF TRUE NORTH, AND SHALL NOTIFY THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK IF ANY DISCREPANCY IS FOUND BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND THE TRUE NORTH ORIENTATION AS DEPICTED ON THE CIVIL SURVEY. THE CONTRACTOR SHALL ASSUME SOLE LIABILITY FOR ANY FAILURE TO NOTIFY THE ENGINEER.
12. THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, PAVING, CURBS, VEGETATION, GALVANIZED SURFACES, ETC., AND UPON COMPLETION OF WORK REPAIR ANY DAMAGE THAT OCCURRED DURING CONSTRUCTION TO THE SATISFACTION OF AT&T.
13. KEEP GENERAL AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. LEAVE PREMISES IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST OR SMUDGES OF ANY NATURE.
14. PENETRATIONS OF ROOF MEMBRANES SHALL BE PATCHED/FLASHED AND MADE WATERTIGHT USING LIKE MATERIALS IN ACCORDANCE WITH NRCA ROOFING STANDARDS AND DETAILS. CONTRACTOR SHALL OBTAIN DETAILING CLARIFICATION FOR SITE-SPECIFIC CONDITIONS FROM ENGINEER, IF NECESSARY, BEFORE PROCEEDING.
15. BEFORE ORDERING AND/OR BEFORE FABRICATING/CONSTRUCTING/INSTALLING ANY ITEMS, VERIFY THE TYPES AND QUANTITIES.
16. CONTRACTOR SHALL PROVIDE SITE FOREMAN WITH A CELLULAR PHONE AND PAGER, AND KEEP SAME ON SITE WHENEVER PERSONNEL ARE ON SITE.
17. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS ON THE SITE AND NOTIFY THE PROJECT MANAGER OF ANY DISCREPANCIES BEFORE STARTING ANY WORK.
18. CONTRACTOR TO PROVIDE COMPLETE SET OF AS BUILT DRAWINGS WITHIN 10 WORKING DAYS OF PROJECT COMPLETION.
19. CONTRACTOR IS TO EXCAVATE 6" BELOW EXISTING GRADE AND SPRAY WITH WEED CONTROL. REPLACE WITH CLASS II AGGREGATE BASE AND CRUSHED WASHED ROCK. AS SPECIFIED ON SITE PLAN.
20. CONTRACTOR SHALL PROVIDE TOILET FACILITY DURING ALL PHASES OF CONSTRUCTION.
21. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION OR THE FABRICATION OF MATERIALS TO BE INSTALLED AT THE SITE, THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS INCLUDING AS-BUILT DIMENSIONS OF EXISTING STRUCTURES OR STRUCTURAL ELEMENTS HAVING A BEARING ON THE SCOPE OF THE WORK TO BE PERFORMED. IF ANY DISCREPANCY IS FOUND BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND THE DIMENSIONS OR CONDITIONS FOUND TO BE EXISTING IN THE FIELD, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND OBTAIN DESIGN RESOLUTION PRIOR TO PROCEEDING WITH THE PORTION(S) OF THE WORK AFFECTED. THE CONTRACTOR SHALL ASSUME SOLE LIABILITY FOR ANY FAILURE TO SO NOTIFY THE ENGINEER AND OBTAIN RESOLUTION BEFORE PROCEEDING.

AT&T
1355 WEST UNIVERSITY DRIVE
MESA, AZ 85201-5419

THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL TO AT&T WIRELESS

ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO AT&T WIRELESS IS STRICTLY PROHIBITED

smartlink
8767 E. VIA DE VENTURA, SUITE 200
SCOTTSDALE, AZ 85258

COM-EX Consultants
40 W BASELINE ROAD, SUITE 115
TEMPE, AZ 85283

PRELIMINARY FOR REVIEW

REV.	DATE	REVISION DESCRIPTION
C	12-20-22	CX COMMENTS
B	12-19-22	CX COMMENTS
A	12-13-22	PRELIMINARY ISSUE

PROJECT INFORMATION:

AZL01776
EL LOBO
FA CODE: 15474814
USID: 324698
712 WEST FAIRVIEW STREET
CHANDLER, AZ 85225
MARICOPA COUNTY

DRAWN BY:	CHECKED BY:
JR	CBM

SHEET TITLE:

GENERAL NOTES, ABBREVIATIONS & LEGEND

SHEET NUMBER:	REV.:
T-2	C

NOTES

1. A TITLE REPORT WAS NOT PROVIDED AT THE TIME OF THE SURVEY.
2. SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE.
3. THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY AND IS NOT INTENDED TO VERIFY OWNERSHIP.
4. SURVEYOR DOES NOT GUARANTEE THE LOCATION, EXISTENCE, SIZE OR DEPTH OF ANY PUBLIC OR PRIVATE UTILITY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/ OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

BASIS OF BEARING

BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM ARIZONA STATE PLANE ZONE CENTRAL, DETERMINED BY GPS OBSERVATIONS.

SITE BENCHMARK

A FOUND BRASS CAP IN HANDHOLE AT THE EAST QUARTER CORNER OF SECTION 33, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

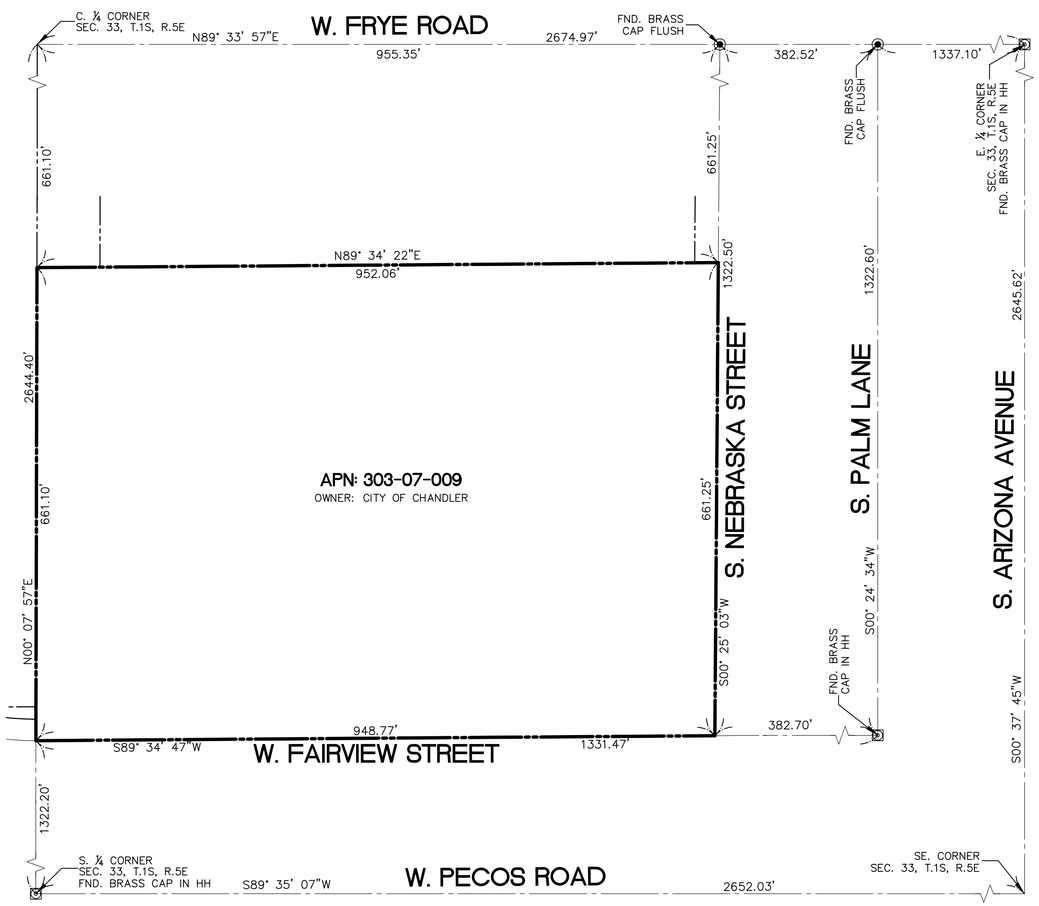
EL=1,211.016' (NAVD-88)

SURVEY DATE

THE FIELD SURVEY FOR THE PROJECT WAS COMPLETED ON 12/01/2022.

FLOOD ZONE

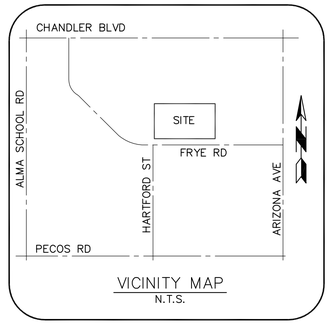
THIS IS TO CERTIFY THAT THE ABOVE SUBJECT PROPERTY LIES WITHIN ZONE 'X' AS DESIGNATED ON THE FIRM FLOOD INSURANCE RATE MAP, MAP NUMBER 04013C2740M, DATED NOVEMBER 04, 2015. ZONE 'X' IS DESIGNATED AS BEING AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY UNDER THAT CIRCUMSTANCE.



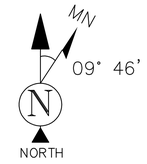
GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.



VICINITY MAP
N.T.S.



LEGEND

◉	FOUND BRASS CAP FLUSH
▣	FOUND BRASS CAP IN HANDHOLE
GM	GAS METER
WM	WATER METER
	IRRIGATION CONTROL VALVE
CB	CATCH BASIN
ET	ELECTRIC TRANSFORMER
☼	LIGHT POST
	TREE (TYP)
	PINE TREE (TYP)
	SIGN
	BREAKLINE
	POSITION OF GEODETIC COORDINATES
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
FND	FOUND
EX	EXISTING
NG	NATURAL GRADE
P	PAVEMENT GRADE
C	CONCRETE GRADE
WL	TOP OF WALL
C.L.F.	CHAIN LINK FENCE
	BOUNDARY LINE
	ADJOINING BOUNDARY LINE
	EASEMENT LINE
	CENTERLINE
	LEASE LINE
	TIE-LINE
	CHAIN LINK FENCE
	IRON FENCE
SS	U/G IRRIGATION LINE
E	U/G ELECTRIC LINE
W	U/G WATER LINE
	PAVED AREA
	CONCRETE AREA

COM EX Consultants
40 WEST BASELINE, SUITE 115 TEMPE, AZ 85283

SITE NAME:
AZL01776
FA CODE: 15474814 USID: 324698

SITE ADDRESS:
712 WEST FAIRVIEW STREET
CHANDLER, AZ 85225

SUBMITTALS

NO.	BY	DATE	SUBMITTAL
1	MG	12/02/22	SUBMITTAL 1

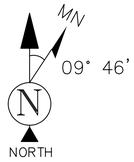
TERRAMARK LAND SURVEYING
24654 N. LAKE PLEASANT PKWY #103-163
PEORIA, AZ 85383
P. 480-440-1748
F. 623-777-1782
www.terramarksurveying.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
51969
MARK J. GRIM
Date Signed 12/03/22
ARIZONA, U.S.A.
EXPIRES 03/31/23

SITE SURVEY

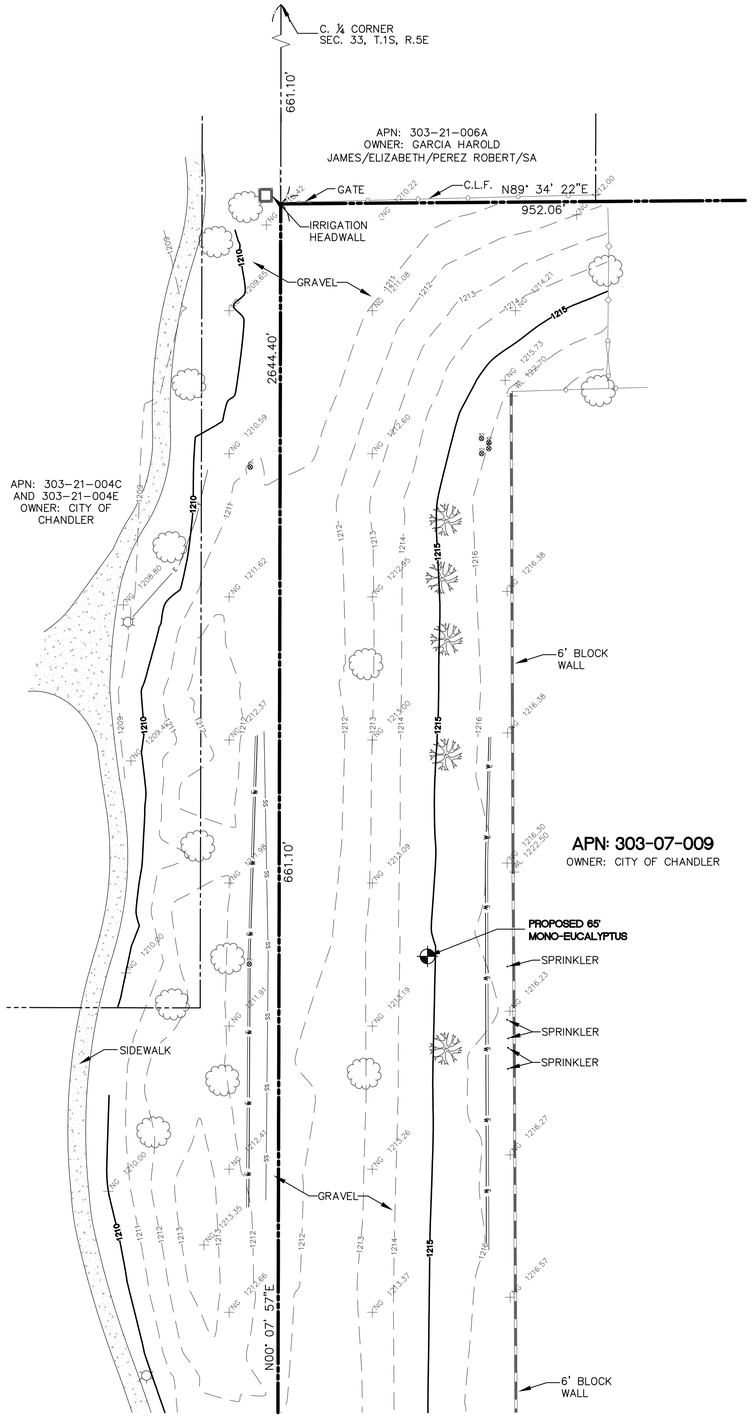
JOB NO:	FIELD BY:	DRAWN BY:
1702086	MG	MG

SHEET NO.:	SHEET NAME:
1 OF 2	LS-1

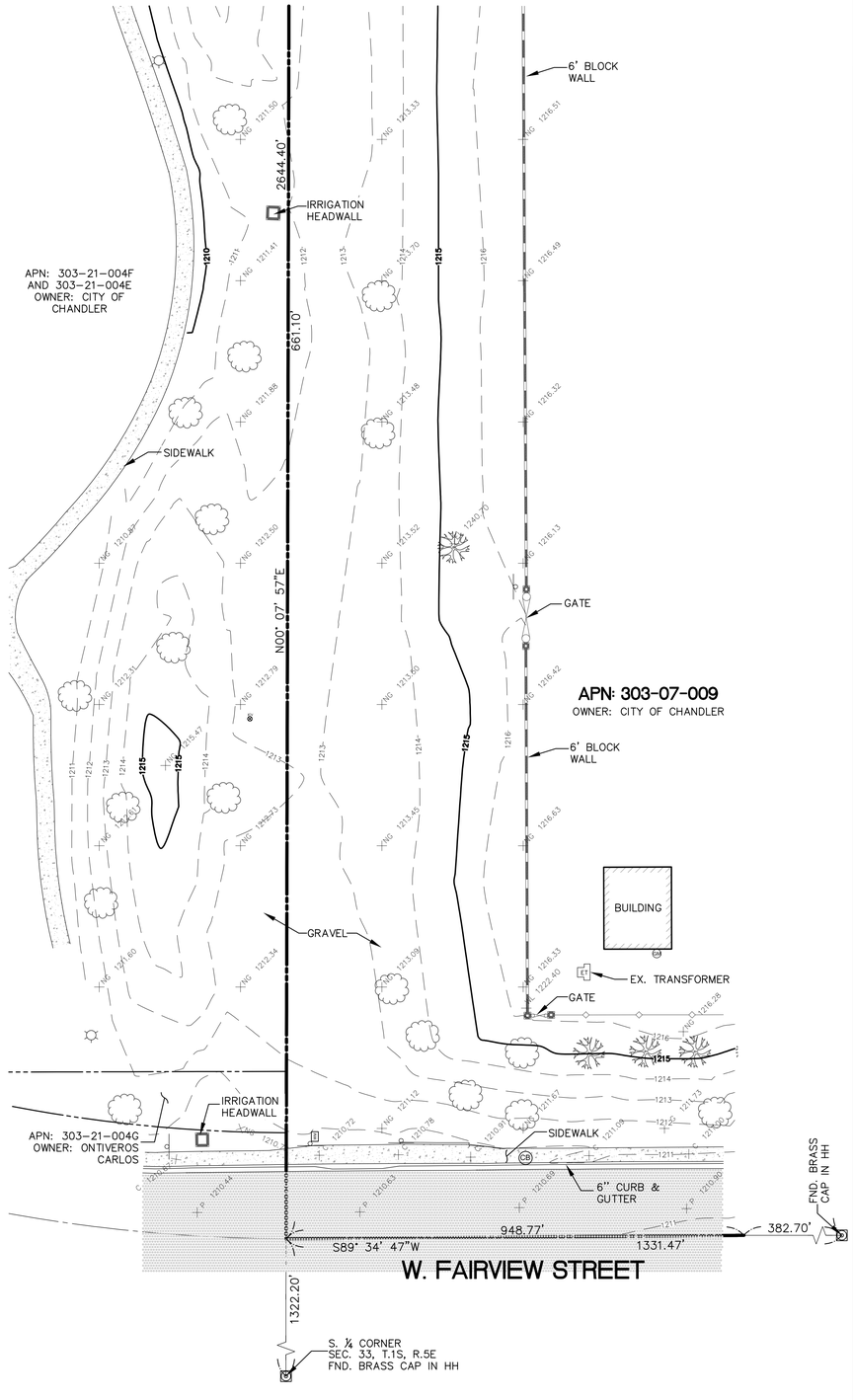


LEGEND

◉	FOUND BRASS CAP FLUSH
⊡	FOUND BRASS CAP IN HANDHOLE
GM	GAS METER
WM	WATER METER
⊗	IRRIGATION CONTROL VALVE
CB	CATCH BASIN
ET	ELECTRIC TRANSFORMER
☼	LIGHT POST
◯	TREE (TYP)
❋	PINE TREE (TYP)
⊸	SIGN
	BREAKLINE
✥	POSITION OF GEODETIC COORDINATES
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
FND	FOUND
EX	EXISTING
NG	NATURAL GRADE
P	PAVEMENT GRADE
C	CONCRETE GRADE
WL	TOP OF WALL
C.L.F.	CHAIN LINK FENCE
	BOUNDARY LINE
	ADJOINING BOUNDARY LINE
	EASEMENT LINE
	CENTERLINE
	LEASE LINE
	TIE–LINE
	CHAIN LINK FENCE
	IRON FENCE
SS	U/G IRRIGATION LINE
E	U/G ELECTRIC LINE
W	U/G WATER LINE
	PAVED AREA
	CONCRETE AREA



SEE TOP RIGHT



GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

COM EX
Consultants
40 WEST BASELINE, SUITE 115 TEMPE, AZ 85283

SITE NAME:
AZL01776
FA CODE: 15474814 USID: 324698

SITE ADDRESS:
712 WEST FAIRVIEW STREET
CHANDLER, AZ 85225

SUBMITTALS

NO.	BY	DATE	SUBMITTAL
1	MG	12/02/22	SUBMITTAL 1

TERRAMARK
LAND SURVEYING
24654 N. LAKE PLEASANT PKWY #103–163
PEORIA, AZ 85383
P. 480–440–1748
F. 623–777–1782
www.terramarksurveying.com

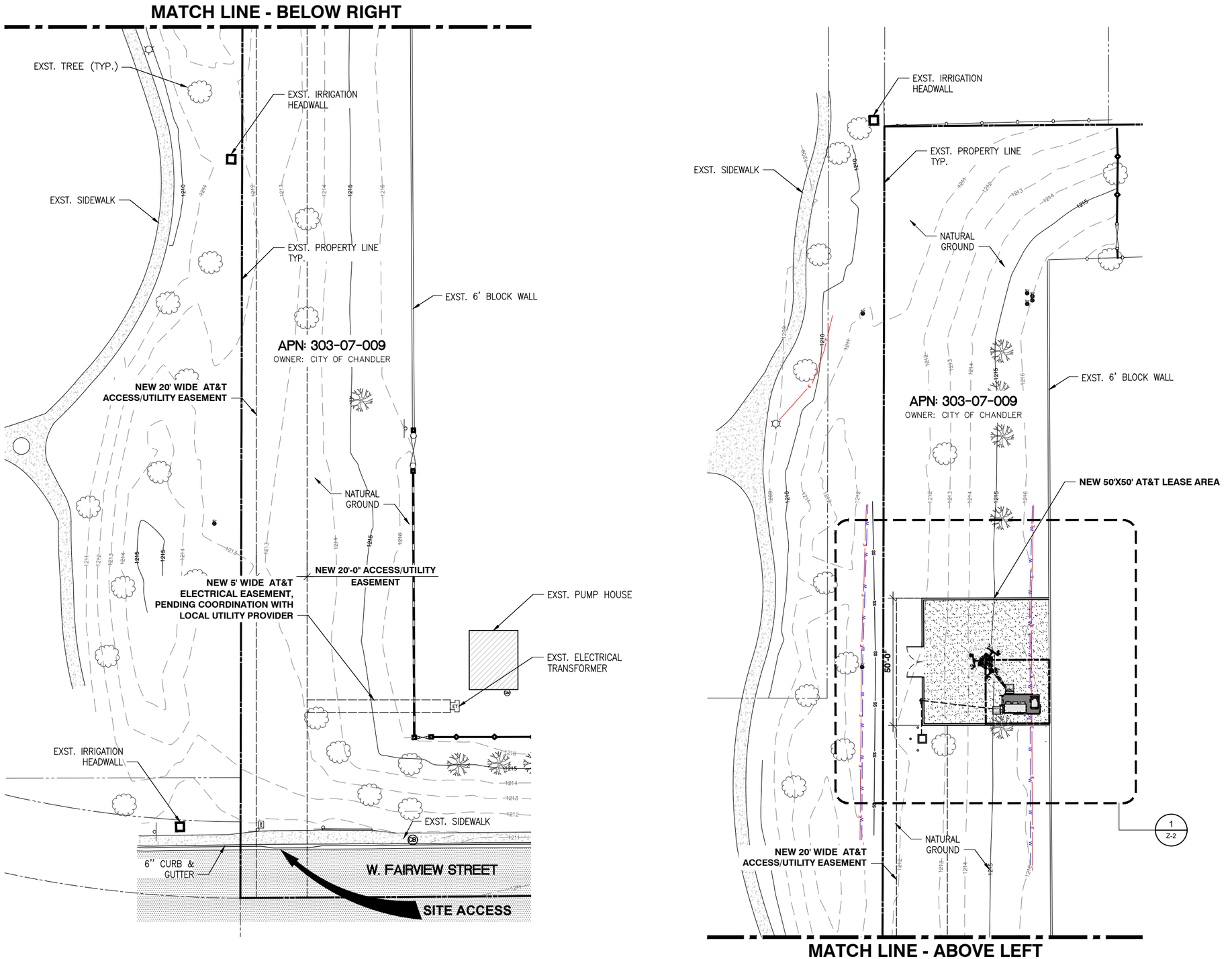
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
51969
MARK J.
GRIM
Date Signed 12/02/22
ARIZONA, U.S.A.

EXPIRES 03/31/23

SITE SURVEY

JOB NO:	FIELD BY:	DRAWN BY:
1702086	MG	MG

SHEET NO.:	SHEET NAME:
2 OF 2	LS–2



SITE PLAN

22"x34" SCALE: 1" = 20'-0"
11"x17" SCALE: 1" = 40'-0"

20' 10' 0" 20'

1

AT&T
1355 WEST UNIVERSITY DRIVE
MESA, AZ 85201-5419

THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL TO AT&T WIRELESS

ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO AT&T WIRELESS IS STRICTLY PROHIBITED

smartlink
8767 E. VIA DE VENTURA, SUITE 200
SCOTTSDALE, AZ 85258

COM-EX Consultants
40 W BASELINE ROAD, SUITE 115
TEMPE, AZ 85283

PRELIMINARY FOR REVIEW

REV.	DATE	REVISION DESCRIPTION
C	12-20-22	CX COMMENTS
B	12-19-22	CX COMMENTS
A	12-13-22	PRELIMINARY ISSUE

PROJECT INFORMATION:

AZL01776
EL LOBO
FA CODE: 15474814
USID: 324698
712 WEST FAIRVIEW STREET
CHANDLER, AZ 85225
MARICOPA COUNTY

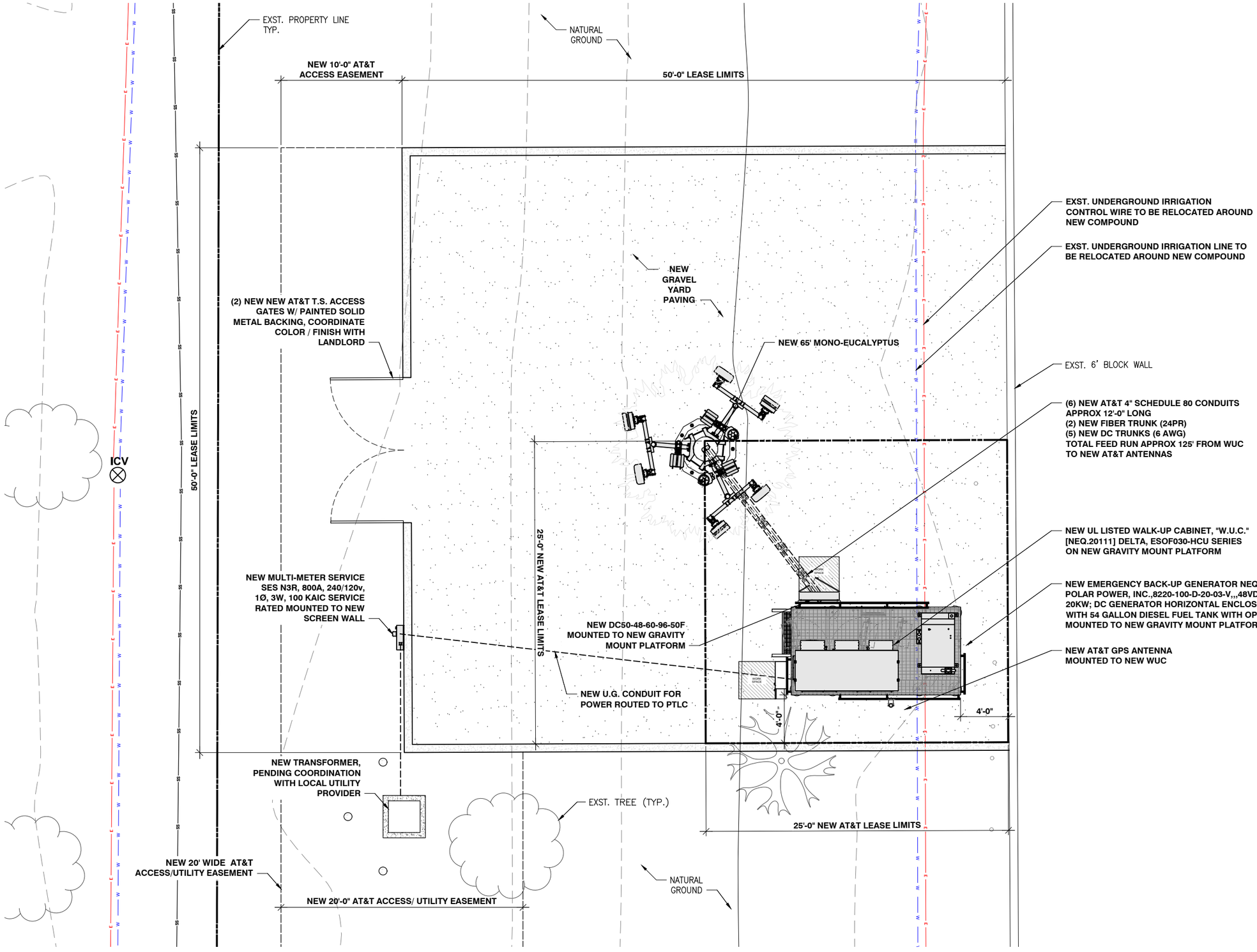
DRAWN BY:	CHECKED BY:
JR	CBM

SHEET TITLE:

SITE PLAN

SHEET NUMBER: Z-1

REV.: C



ENLARGED SITE PLAN

22"x34" SCALE: 1/4" = 1'-0"
11"x17" SCALE: 1/8" = 1'-0"

4' 3' 2' 1' 0" 4'

1

AT&T
1355 WEST UNIVERSITY DRIVE
MESA, AZ 85201-5419

THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL TO AT&T WIRELESS

ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO AT&T WIRELESS IS STRICTLY PROHIBITED

smartlink
8767 E. VIA DE VENTURA, SUITE 200
SCOTTSDALE, AZ 85258

COM-EX Consultants
40 W BASELINE ROAD, SUITE 115
TEMPE, AZ 85283

PRELIMINARY FOR REVIEW

REV.	DATE	REVISION DESCRIPTION
C	12-20-22	CX COMMENTS
B	12-19-22	CX COMMENTS
A	12-13-22	PRELIMINARY ISSUE

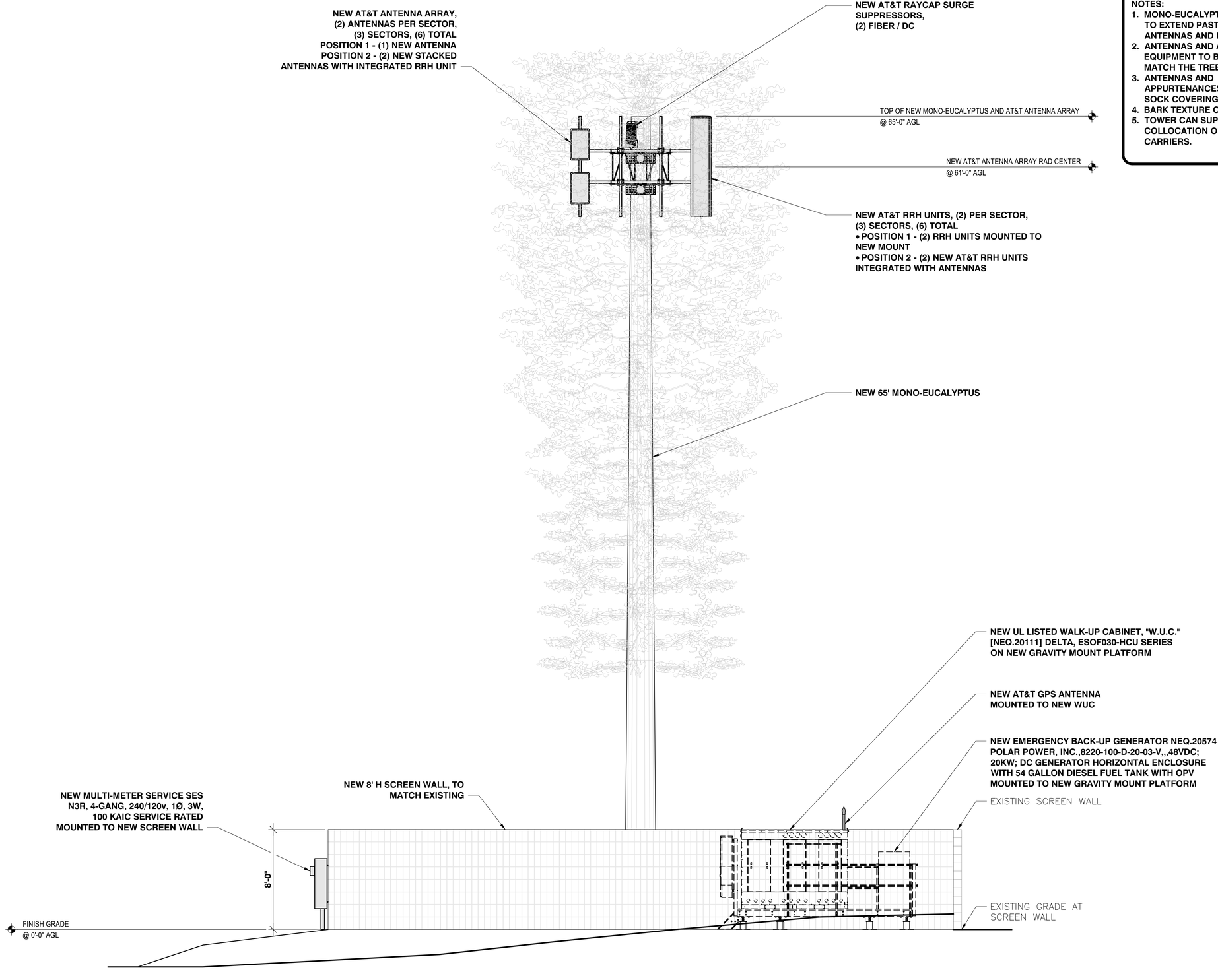
PROJECT INFORMATION:

AZL01776
EL LOBO
FA CODE: 15474814
USID: 324698
712 WEST FAIRVIEW STREET
CHANDLER, AZ 85225
MARICOPA COUNTY

DRAWN BY:	CHECKED BY:
JR	CBM

SHEET TITLE:
ENLARGED SITE PLAN

SHEET NUMBER:	REV.:
Z-2	C



NOTES:

1. MONO-EUCALYPTUS BRANCHES TO EXTEND PAST THE ANTENNAS AND EQUIPMENT.
2. ANTENNAS AND ASSOCIATED EQUIPMENT TO BE PAINTED TO MATCH THE TREE COLORS.
3. ANTENNAS AND APPURTENANCES SHALL HAVE SOCK COVERINGS.
4. BARK TEXTURE ON POLE.
5. TOWER CAN SUPPORT COLLOCATION OF OTHER CARRIERS.

NEW SOUTH ELEVATION

22"x34" SCALE: 3/16" = 1'-0"
11"x17" SCALE: 3/32" = 1'-0"

4' 2' 0" 4'

1

AT&T
1355 WEST UNIVERSITY DRIVE
MESA, AZ 85201-5419

THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL TO AT&T WIRELESS

ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO AT&T WIRELESS IS STRICTLY PROHIBITED

smartlink
8767 E. VIA DE VENTURA, SUITE 200
SCOTTSDALE, AZ 85258

COM-EX Consultants
40 W BASELINE ROAD, SUITE 115
TEMPE, AZ 85283

PRELIMINARY FOR REVIEW

REV.	DATE	REVISION DESCRIPTION
0	05-04-23	ZONING ISSUE
C	12-20-22	CX COMMENTS
B	12-19-22	CX COMMENTS
A	12-13-22	PRELIMINARY ISSUE

PROJECT INFORMATION:

AZL01776
EL LOBO
FA CODE: 15474814
USID: 324698
712 WEST FAIRVIEW STREET
CHANDLER, AZ 85225
MARICOPA COUNTY

DRAWN BY:	CHECKED BY:
JR	CBM

SHEET TITLE:

SITE ELEVATION

SHEET NUMBER:	REV.:
Z-4	C

PHOTOGRAPHIC SIMULATION

SITE ID: AZL01776

El Lobo

SITE ADDRESS: 712 West Fairview Street

Chandler, Arizona 85225

LAT/LONG: 33.2961800, -111.8501480

DATE: 02/13/2023

APPLICANT: SMARTLINK, LLC

8767 E. VIA DE VENTURA, SUITE 200

SCOTTSDALE, AZ 85258

CONTACT: Misty Hunter

(928) 255-7691

SITE LOCATION MAP

PREPARED BY:

TELCYTE INFRASTRUCTURE SERVICES

THIS PHOTO SIMULATION IS FOR ILLUSTRATION PURPOSES ONLY

SITE ID: AZL01776 **Date:** 02/13/2023

Existing View #1

Proposed View #1

PREPARED BY:

TELCYTE INFRASTRUCTURE SERVICES

THIS PHOTO SIMULATION IS FOR ILLUSTRATION PURPOSES ONLY

SITE ID: AZL01776 **Date:** 02/13/2023

Existing View #2

Proposed View #2

PREPARED BY:

THIS PHOTO SIMULATION IS FOR ILLUSTRATION PURPOSES ONLY

SITE ID: AZL01776 **Date:** 02/13/2023

Existing View #3

Proposed View #3

PREPARED BY:

THIS PHOTO SIMULATION IS FOR ILLUSTRATION PURPOSES ONLY

From: DORA DIXON <ddixon19@cox.net>
Sent: Thursday, March 16, 2023 4:11 PM
To: Kevin Barlay <kbarlay@comexconsultants.com>
Subject: 3-30 meeting

I just got a letter about a meeting 3-30 for AT&T to install 65' mono eucalyptus and ground equipment. I don't think I'll be able to attend. What is it? Is it a 5G tower? If it is, why don't you say that. I am in NO way interested in having a 60 foot 5G tower that close to my house and all the reported health issues that go along with EMF's, radiation. There's already one too close. Especially when cables underground are so much safer. The number of these towers going up everywhere is out of control and a complete health hazard and intrusion.

Dora Dixon

CAUTION: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

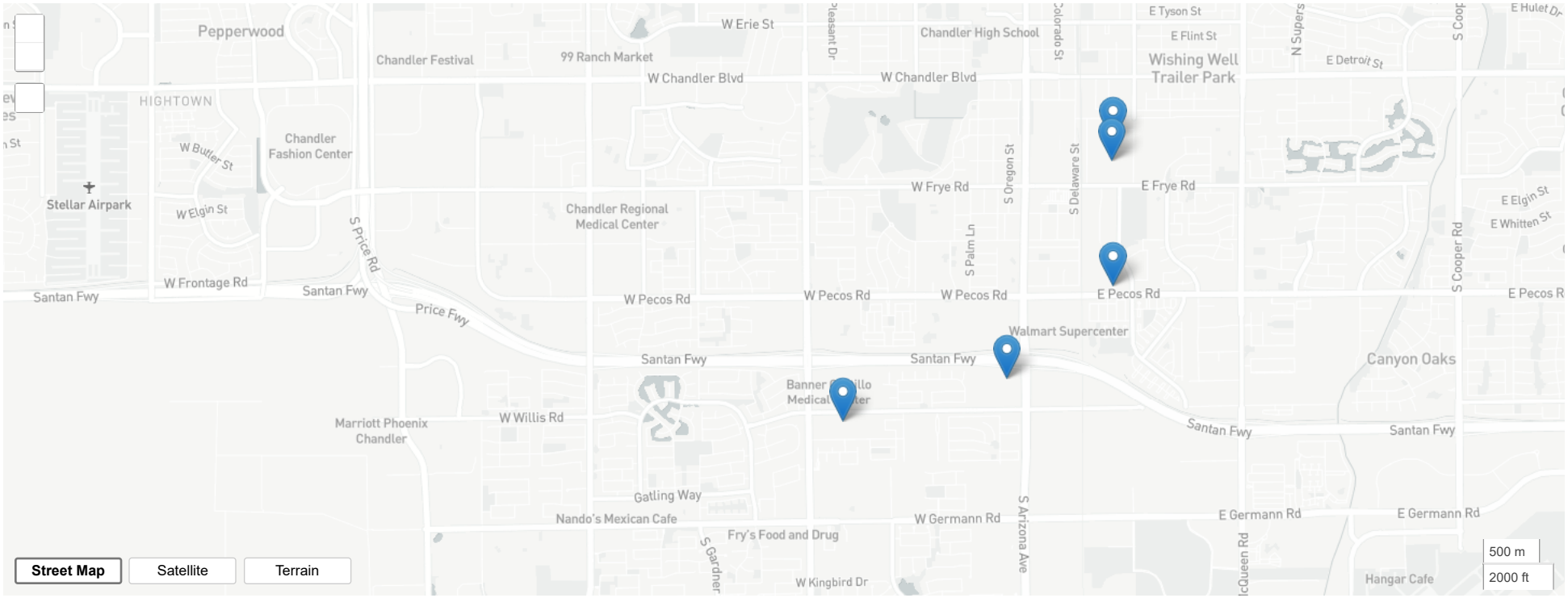
Federal Communications Commission

Antenna Structure Registration

ASR-GIS

New Search

Return to Results



ASR Help	ASR License Glossary - FAQ - Online Help - Documentation - Technical Support
ASR Online Systems	TOWAIR- CORES - ASR Online Filing - Application Search - Registration Search
About ASR	Privacy Statement - About ASR - ASR Home
Registration Search	By Registration Number SUBMIT

Federal Communications Commission
45 L Street NE
Washington, DC 20554

Phone: 1-877-480-3201
TTY: 1-717-338-2824
Submit Help Request

Antenna Structure Registration

ASR Registration Search

Registration Search Results

Displayed Results

Matches 1-5 (of 5)
1

PA = Pending Application(s)

Specified Search

Latitude=**'33-17-46.2 N'**, Longitude=**'111-51-00.3 W'**, Radius=**1.6 Kilometers**

Display: Basic View GO

	Registration Number	Status	File Number	Owner Name	Latitude/Longitude	Structure City/State	Overall Height Above Ground (AGL)
1	1003159	Constructed	A1031843	CCATT LLC	33-18-07.0N 111-50-04.5W	CHANDLER, AZ	21.0
2	1203902	Cancelled	A0909141	CITY OF CHANDLER	33-17-32.1N 111-50-04.4W	CHANDLER, AZ	59.1
3	1255492	Terminated	A0621054	Alltel Communications of the Southwest Limited Partnership	33-18-02.0N 111-50-04.7W	Chandler, AZ	32.9
4	1282046	Constructed	A1227116	AT&T Mobility Spectrum LLC	33-16-59.4N 111-51-22.0W	Chandler, AZ	19.8
5	1292200	Cancelled	A0936450	Verizon Wireless (VAW) LLC	33-17-09.7N 111-50-35.1W	Chandler, AZ	19.8

Matches 1-5 (of 5)
1

About ASR Privacy Statement - About ASR - ASR Home

Registration Search By Registration Number SUBMIT

FCC | Wireless | ULS | CORES

Help | Tech Support

Federal Communications Commission
45 L Street NE
Washington, DC 20554

Phone: 1-877-480-3201
TTY: 1-717-338-2824
Submit Help Request

ITEM 10

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

Date: June 15, 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: Agreement No. FS2-928-4310, Amendment No. 2, for Auto Body Repair Services

---

Proposed Motion:

Move City Council approve Agreement No. FS2-928-4310, Amendment No. 2, with Allard Collision, LLC, for auto body repair services, in an amount not to exceed $250,000, for the period of July 1, 2023, through June 30, 2024.

Background/Discussion:

Body repairs and painting services are important facets of automotive repair and maintenance. These services repair collision damage as well as maintain the safe operation and appearance of the City's fleet. Modern vehicle bodies require advanced shop equipment, specialized fabrication, and technical skills due to the use of advanced materials and components.

Evaluation:

On June 21, 2021, City Council approved an agreement with Allard Collision, LLC, for auto body repair services, for a one-year period, with the option of up to four one-year extensions. The Contractor has agreed to extend for one additional year at the same terms, conditions, and pricing.

Staff recommends extension of this Agreement for the term of July 1, 2023, through June 30, 2024.

Financial Implications:

Funds for auto body repair service will come from Insured Liability Claims/Self-Insurance. Funding for this agreement is contingent on City Council adopting the FY 2023-24 budget.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
737.1311.5414.0.0.0	Insured Liability Self Insurance	N/A	$250,000	N

Attachments

Amendment 2 - Allard

DocuSign Envelope ID: DEDD0A45-825D-409B-801A-24F3AB14BE7C

City Clerk Document No. A-2021-902

City Council Meeting Date: June 15, 2023

CITY OF CHANDLER SERVICES AGREEMENT
AUTO BODY REPAIR SERVICE
CITY OF CHANDLER AGREEMENT NO. FS2-928-4310

THIS AMENDMENT NO. 2 (Amendment No. 2) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Allard Collision, LLC, an Arizona S-Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2023 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for Auto Body Repair Service (Agreement); and

WHEREAS, the term of the Agreement was July 1, 2021, through June 30, 2022, with the option of up to four one-year extensions; and

WHEREAS, the Parties wish to exercise the second option through this Amendment to extend the Agreement for July 1, 2023 through June 30, 2024.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.

2. Section III, Period of Service is amended to read as follows: The Agreement is extended for a one-year period July 1, 2023, through June 30, 2024.

3. Section IV Price is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Revised Exhibit B of Amendment 1. Total payments made to the Contractor during the term of this Amendment No. 2 will not exceed $250,000.

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 2 and the Agreement, the terms and conditions in this Amendment No. 2 prevail and control.

DocuSign Envelope ID: DEDD0A45-825D-409B-801A-24F3AB14BE7C

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

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: JOHN ALLARD

Its: Owner

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

CHANDLER arizona
Community of Innovation

City Council Memorandum Information Technology Memo No. N/A

Date: June 15, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Sandip Dholakia, Chief Information Officer
From: Kerstin Nold, IT Chief Technology Officer
Subject: Agreement No. IT1-918-4343, Amendment No. 2, for Business License Portal Applications and Managed Support Services

---

Proposed Motion:

Move City Council approve Agreement No. IT1-918-4343, Amendment No. 2, with Parsus Solutions, LLC, for business license portal applications and managed support services, in an amount not to exceed $300,000, for the period of one year, beginning June 15, 2023, through June 14, 2024.

Background/Discussion:

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

Evaluation:

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

Financial Implications:

Funding for this agreement is contingent upon City Council adopting the FY 2023-24 budget.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1200.5418.0.0.0	General Fund	N/A	$ 300,000	N

Attachments

Amendment

DocuSign Envelope ID: F8BA7C21-B4F2-4556-8944-A37CF43362C6

City Clerk Document No. _____

City Council Meeting Date: June 15, 2023

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

THIS AMENDMENT NO. 2 (Amendment No. 2) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Parsus Solutions, LLC (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2023 (Effective Date).

RECITALS

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

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

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

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.

2. Section III is amended to read as follows: The Agreement is extended for a one-year period June 15, 2023, through June 14, 2024.

3. Section IV is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Revised Exhibit B of Amendment 1, which is incorporated into and made a part of this Amendment No. 2 by this reference. Total payments made to the Contractor during the term of this Amendment No. 2 will not exceed $300,000.

DocuSign Envelope ID: F8BA7C21-B4F2-4556-8944-A37CF43362C6

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

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: G. Parekh

Its: Partner, Parsus Solutions, LLC

APPROVED AS TO FORM:

By: _____
City Attorney JMB

ATTEST:

By: _____
City Clerk

CHANDLER arizona
Community of Innovation

City Council Memorandum Information Technology Memo No. N/A

Date: June 15, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Sandip Dholakia, Chief Information Officer
From: Kerstin Nold, IT Chief Technology Officer
Subject: Purchase of Information Technology Research Subscription Services

---

Proposed Motion:

Move City Council approve the Purchase of Information Technology Research Subscription Services, from Gartner, Inc., utilizing the State of Arizona Contract No. CTR053240, in an amount not to exceed $217,700, for the period of one year, beginning July 1, 2023, through June 30, 2024.

Background/Discussion:

This request enables the City to accelerate the delivery of technology solutions through industry-recognized research, development, and analysis that focuses on technology and fiscal health by providing recommendations and guidance.Technology Insight services include access to independent Information Technology (IT) research, advisory, validation and verification services with the goal to support technology directions with tools, templates, and current analysis to ensure the most effective delivery of essential IT services. These services will assist the City in writing effective Technology Requests for Information (RFI's), Requests for Proposals (RFP's), and Return on Investment (ROI) statements to drive continuous improvement and meet the City departments' business needs. These services ensure the City leverages the best in-class technology solutions in the marketplace. This item directly impacts the Sustainability and Technology focus area in the City's Strategic Framework.

Evaluation:

The State of Arizona competitively solicited and awarded a contract for IT advisory, assessment, verification, and validation consulting services to Gartner, Inc. The City has a current agreement with the State of Arizona allowing for the cooperative use of its contracts.

Financial Implications:

Funding for this agreement is contingent upon City Council adopting the FY 2023-24 budget.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
217.1280.5219.3AZ004	Grant Funds	N/A	$ 67,700	N
101.1199.6316.0.0.0	General Fund	N/A	$ 150,000	N

CHANDLER arizona
Community of Innovation

City Council Memorandum Information Technology Memo No. N/A

Date: June 15, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Sandip Dholakia, Chief Information Officer
From: Lisa Lapp, Chief Applications Officer
Subject: Purchase of Enterprise Asset Management (EAM) System Annual Support and Maintenance

---

Proposed Motion:

Move City Council approve the purchase of enterprise asset management (EAM) system annual support and maintenance, from CentralSquare Technologies, LLC, in an amount not to exceed $112,124, for the period of one year, beginning July 1, 2023, through June 30, 2024.

Background/Discussion:

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

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

Evaluation:

In June 2020, City Council approved an agreement with CentralSquare Technologies, LLC, for the annual support and maintenance of the EAM system. The agreement allows for support and maintenance services to be performed annually while the EAM system is in use by the City. Because the system is proprietary, the ongoing support and maintenance services are available only from CentralSquare Technologies, LLC.

Financial Implications:

Funding for this agreement is contingent upon City Council adopting the FY 2023-24 budget.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1200.5419.0.0.0	General Fund	N/A	$ 112,124	N

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. N/A

Date:	June 15, 2023
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Dawn Lang, Deputy City Manager - CFO
From:	Christina Pryor, Procurement & Supply Senior Manager
Subject:	Purchase of Office Supplies

Proposed Motion:

Move City Council approve the purchase of office supplies, from Staples Business Advantage, utilizing the Sourcewell Contract No. 012320-SCC, for the period of April 1, 2023, through March 31, 2024, in an amount not to exceed $240,000.

Background/Discussion:

For the last contract term, approximately $238,000 was spent City-wide to meet all departments' needs for office supplies. The most commonly purchased items include copy and printer paper, toner, notepads and clipboards, pens and markers, folders and dividers, and disinfecting wipes. Purchases are made by every department in the City and orders are placed on a daily basis. Employees place office supply orders online and receive next-day desktop delivery with free shipping for orders $30 or more. In addition, office supply orders are placed solely using purchasing cards, which contributes to the City's Purchasing Card program rebate. The requested amount of $240,000 takes into account the spend in the previous contract term, as well as a small increase that may result from inflationary factors.

Evaluation:

Sourcewell competitively solicited and awarded a contract to Staples Business Advantage for office supplies. The City has an agreement with Sourcewell that permits the cooperative use of Sourcewell's contracts.

In January 2020, staff conducted a review and analysis of three major cooperative

contracts for office supplies and found that Staples Business Advantage submitted the most advantageous offer based on the price comparison of the City's top purchased items by spend and usage, as well as the vendors' ordering methods, delivery options, customer service, and return policies.

Staff conducted a price comparison in May 2023. Staple Business Advantage still offers the lowest prices on the City's top purchased items. Staff recommends continued cooperative use of this contract because of the competitive pricing and strong customer service it has received over the past year. The Sourcewell contract is valid through April 6, 2025.

Financial Implications:

Funds for office supplies come from various department office supply accounts (5310). Funding for this agreement is contingent upon City Council adopting the FY 2023-24 budget.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
5310	Varies	N/A	$240,000	N

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 23-033

Date: June 15, 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 Robert Earl Matthew, Agent, BYOV, LLC, DBA BYOV

Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 238015, a Series 12, Restaurant Liquor License, for Robert Earl Matthew, Agent, BYOV, LLC, DBA BYOV, located at 777 N. Arizona Avenue Suite #3, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 305245.

Discussion:

This application for a liquor license was posted for hearing on June 15, 2023.

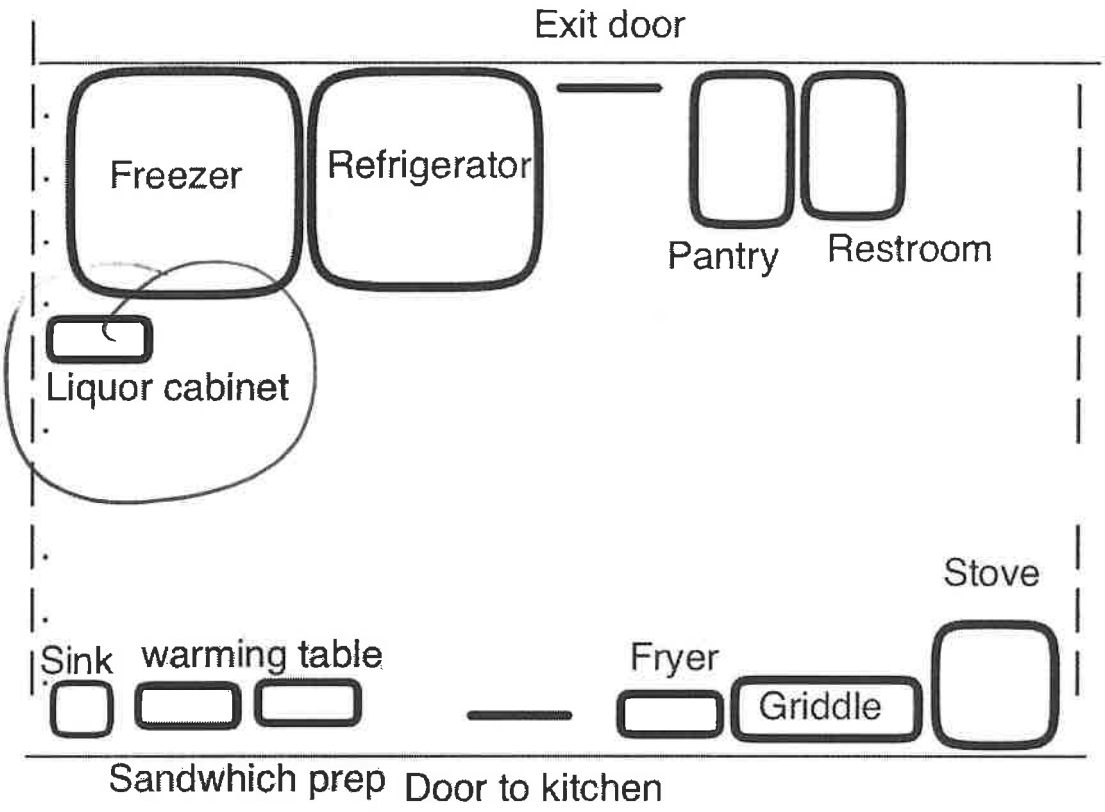
Staff requests a recommendation for this liquor license as the establishment does not have an interim liquor license permit with the Department of Liquor Licenses and Control (DLLC) and desires to begin serving alcohol. The DLLC allows 60 days for the City to provide a recommendation for a liquor license 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, and 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 APR 18 Liqr. Lic. PM 3:18



City Council Memorandum Neighborhood Resources Memo No. NR23-016

Date: June 15, 2023

To: Mayor and Council

Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Leah Powell, Neighborhood Resources Director

From: Karin Bishop, Community Development Senior Program Manager

Subject: Resolution No. 5700 Approving Amendment No. 4 to the Intergovernmental Agreement Between Maricopa County Administered by its Human Services Department and City of Chandler to Receive Federal HOME Investment Partnerships Program Funds in the Amount of $1,273,594 and HOME Investment Partnerships American Rescue Plan Program Funds in the Amount of $1,717,654; and Authorizing the City Manager to Sign All Related Documents and Assurances on Behalf of the City of Chandler; and Further Authorizing the City Manager to Take All Action Necessary or Prudent to Implement the City's HOME Investment Partnerships and HOME Investment Partnerships American Rescue Plan Program Activities.

Proposed Motion:

Move that City Council pass and adopt Resolution No. 5700, Approving Amendment No. 4 to the Intergovernmental Agreement Between Maricopa County and the City of Chandler to receive Federal HOME Investment Partnerships (HOME) Program Funds in the amount of $1,273,594 and HOME Investment Partnerships American Rescue Plan (HOME-ARP) Program Funds in the amount of $1,717,654; authorizing the City Manager to sign all related documents and assurances on behalf of the City of Chandler; and further authorizing the City Manager to take all action necessary or prudent to implement the City's HOME and HOME-ARP Program activities.

Background:

The U.S. Department of Housing and Urban Development (HUD) allows units of local government that are geographically contiguous to form a consortium for the purpose of participating in the HOME Investment Partnerships (HOME) Program and receiving an annual allocation of HOME funds. The Maricopa HOME Consortium is compromised of the Cities of Avondale, Chandler, Glendale, Peoria, Scottsdale, Surprise and Tempe, the Town of Gilbert, and the Maricopa Urban County. Maricopa County serves as the lead agency for the Maricopa HOME Consortium. As a participating member of the Maricopa HOME Consortium, the City of Chandler is executing an IGA with Maricopa County to receive the formula allocation of HOME funds and HOME-ARP funds.

Discussion:

The City Council authorized and approved the Program Year 2020 HOME funds at its meeting on June 25, 2020, via Resolution No. 5380. The City Council authorized and approved the Program Year 2021 HOME funds at its meeting on April 22, 2021, via Resolution No. 5460. The City Council authorized and approved the Program Year 2022 HOME funds at its meeting on June 23, 2022, via Resolution No. 5579.

Maricopa County prepared the attached Amendment No. 4 to the existing IGA (No. C-22-17-048-3-03) for the City of Chandler to receive its allocation of HOME funds for the above referenced prior program years in the amount of $1,273,594 and an additional allocation of HOME-ARP funds in the amount of $1,717,654, increasing the funding amount of the current agreement from $1,391,556.29 to $4,382,804.29 for the purpose of supporting affordable housing opportunities in the City of Chandler.

HOME Allocation of Funding ($1,273,594):

The City of Chandler Housing and Redevelopment Division will receive $327,731 in HOME funds to continue operations for the Tenant-Based Rental Assistance (TBRA) Program for individuals and families experiencing homelessness in Chandler. Newtown Community Development Corporation (Newtown CDC) will receive $307,781 in HOME funds to provide affordable homeownership opportunities for two Chandler first-time homebuyers who are low-to-moderate income and are priced out of the current housing market. Affordable Rental Movement (A.R.M.) of Save the Family Foundation of Arizona will receive $558,482 in HOME funds to purchase, rehabilitate, and maintain two single-family units for eligible Chandler families to rent. The City will receive $79,600 in HOME funds to administer the program.

HOME-ARP Allocation of Funding ($1,717,654):

With the approval of Resolution No. 5700, the City of Chandler Housing and Redevelopment Division will also receive $1,578,385 in HOME-ARP funds to support the new construction of the Villas on McQueen project, and provide six new units of affordable rental housing in Chandler for qualifying households. In addition, the City will receive $139,269 in HOME-ARP funds to administer the program.

Financial Implications:

Funding for the HOME and HOME-ARP program activities is provided from HUD through the Maricopa HOME Consortium and does not require repayment by the City of Chandler. The HOME program requires a 25% match contribution from the City of Chandler and its contracted subrecipients.Staff salaries and other grant funding are used to meet this requirement.

Attachments

Resolution No. 5700 Maricopa HOME Consortium Amendment 4

Resolution No. 5700

AMENDMENT No. 4 TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF CHANDLER

I. Maricopa County ("County") administered by its Human Services Department and the City of Chandler ("City") entered into a financial Intergovernmental Agreement ("Agreement") on or about February 15, 2017. The purpose of the Agreement is for the City to provide 1) single-family owner-occupied housing reconstruction and, 2) tenant based rental assistance. The County provided the City with $299,853 in 2016 HOME Investment Partnerships Program (HOME) funds from the U.S. Department of Housing and Urban Development (HUD). The Agreement term is July 1, 2016 through February 15, 2019. Expenditures for the Agreement activities shall be reimburseable through February 15, 2019. The County and the City may be referred to individually as the "Party" and collectively referred to as "Parties."

The Parties executed Administrative Change Order No. 1 on or about May 23, 2017 to revise the Activity Budget Summary. The Change Order did not impact the overall budget of the Agreement.

The Parties executed Amendment No. 1 on or about February 13, 2018. The Amendment extended the term of the Agreement from February 15, 2019 through September 30, 2021. The County provided the City an increase in funding in the amount of $298,870 PY17 HOME funds. The Amendment added two (2) Work Statements 2017a, and Work Statement 2017b which addressed the following:

- 2017a Work Statement – the City to acquire, rehabilitate and resell a single family home. The County provided the City with $100,652 for this activity. The expenditure time frame is through September 30, 2021.
- 2017b Work Statement – the City to provide tenant based rental assistance and administration costs and increase the number of households assisted by 20. The County provided the City with $198,218 for this activity. The expenditure time frame expire September 30, 2021. The Agreement funding amount increased to $598,723.

The Parties executed Administrative Change Order No. 2 on or about February 26, 2018 to revise the Activity Budget Summary. The Change Order did not impact the overall budget of the Agreement.

The Parties executed Amendment No. 2 on or about October 18, 2018. The County provided the City an increase in funding in the amount of $421,957 PY18 HOME funds. The Amendment added two (2) Work Statements 2018 A, and Work Statement 2018 B which addressed the following:

- 2018 A Work Statement - the City to acquire, rehabilitate and resell a single family home . The County provided the City with $189,473. The expenditure term for this Work Statement shall expire on September 30, 2022.

- 2018 B Work Statement - the City to provide tenant based rental assistance. The County will provided the City with $232,484. The expenditure term for this Work Statement shall expire on September 30, 2022. The Agreement funding amount increased to $1,020,680.

The Parties executed Amendment No. 3 on or about April 28, 2020. The County provided the City an increase in funding in the amount of $370,876.29 PY 2019 HOME funds. The Amendment added two (2) Work Statements 2019 A, and Work Statement 2019 B which addressed the following:

- 2019 A Work Statement - the City to acquire, rehabilitate and resell a single-family home . The County provided the City with $141,585. The expenditure term for this Work Statement shall expire on September 30, 2022.
- 2019 B Work Statement - the City to expand the tenant based rental assistance program. The County will provided the City with $229,291.29. The City shall utilize $60,468.73 of Program Income and recaptured funds for this Work Stament The expenditure term for this Work Statement shall expire on September 30, 2023. The Agreement funding amount increased to $1,391,556.29.

II. The Parties agree to enter into this Amendment No. 4 to the Agreement to amend the Agreement as follows:

A. Change Lead Agency Maricopa County
Representative: Shawn Pierce, Deputy Director Human Services Department
Phone: 602-506-5006
E-Mail: shawn.pierce@maricopa.gov
Address: 234 North Central, 3rd Floor Phoenix AZ 85004

B. Revise Section 3 (Work Statement) to address the following paragraphs:

1. Add an additional Work Statement hereinafter referred to as “2020 & 2021 Work Statement A” attached and incorporated into the Agreement. The City shall purchase and rehabilitate single-family homes for low-income first-time homebuyers. The County shall provide the City with Program Year 2020 and 2021 funding in a not-to exceed amount of $307,781 HOME funds through the HUD funds under the ALN 14.239. All work performed, or costs incurred expenses shall be reimbursable through September 30, 2025. The funding for this Work Statement activities includes:
    - $200,000 PY2020
    - $107,781 PY2021

2. Add an additional Work Statement hereinafter referred to as “Work Statement 2021 HOME-ARP” attached and incorporated into the Agreement. The City shall provide development of affordable rental housing to qualifying populations defined by HUD Notice CPD-21-10 pages 3-8.The County shall provide the City with HOME ARP funding in a not-to exceed amount of $1,717,654 through HUD under ALN 14.239. All work performed, or costs incurred expenses shall be reimbursable through September 30, 2025. The funding for Work Statement activities include:
    - $1,717,654 HOME ARP

3. Add an additional Work Statement hereinafter referred to as "2020, 2021 & 2022 Work Statement B TBRA" attached and incorporated into the Agreement. The City shall provide tenant based rental assistance to individuals and households in need. The County shall provide the City with Program Year 2020, 2021 and 2022 funding in a not-to exceed amount of $407,331 HOME funds through HUD under ALN 14.239. All work performed, or costs incurred expenses shall be reimbursable through September 30, 2025. The City shall contribute $195,906.74 in Program Income (PY2020 $25,051.64, PY 2021 $62,082.99 and PY 2022 $108,772.11) towards Work Statement activities. The County funding for this Work Statement activities includes:
    - $210,705 PY2020
    - $25,618 PY2021
    - $171,008 PY2022

4. Add an additional Work Statement hereinafter referred to as "2021 & 2022 Work Statement C" attached and incorporated into the Agreement. The City shall purchase and rehabilitate single-family homes for affordable rental. The County shall provide the City with Program Year 2021 and 2022 funding in a not-to exceed amount of $558,482 HOME funds through HUD funds, under ALN 14.239. All work performed, or costs incurred expenses shall be reimbursable through September 30, 2025. The funding for this Work Statement activities includes:
    - $276,482 PY2021
    - $282,000 PY2022

C. The Agreement funding amount shall be increased by $2,991,248 from $1,391,556.29 to $4,382,804.29 and shall consist of the following fund sources:
- $1,717,654 – HOME ARP
- $2,665,150.29 – HOME funds

III. Section II above contains all the changes made by this Amendment No. 4. All other terms and conditions of the Agreement and previously approved amendments shall remain the same and unchanged and in full force and effect as executed by the Parties.

IV. The Parties have authorized the undersigned to execute this Amendment No. 4 on their behalf, and it shall be effective upon approval and signature by both Parties.

[Signatures contained in following page]

IN WITNESS THEREOF, the Parties have signed this Amendment:

APPROVED BY:
CITY OF CHANDLER

Kevin Hartke Date
Mayor

Attested To:

City Clerk Date

IN ACCORDANCE WITH A.R.S. §§ 9-240 and 11-952, THIS AMENDMENT NO. 4 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF CHANDLER UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

City Attorney Date
DMG

APPROVED BY:
MARICOPA COUNTY

Clint Hickman Date
Chairman Board of Supervisors

Attested To:

Juanita Garza, Clerk of the Board Date

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 4 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

Deputy County Attorney Date

MARICOPA COUNTY
Work Statement A - Acquisition and Rehabilitation for Resale of Single Family Homes
HOME Investment Partnerships Program
Program Year 2020 and 2021

Consortium Member: City of Chandler, Arizona
Funding: PY 2020 $200,000
PY 2021 $107,781
Activity Type: Homebuyer
Project: Acquisition and Rehabilitation for Resale of Single Family Homes
Type of Property: Single-Family

1. FUNDING:

PROGRAM YEAR	ENTITLEMENT	ADMINISTRATION	PROGRAM INCOME (PI) (non-reimbursable, IDIS draw only)	TOTAL BUDGET
PY 2020	$200,000	$0	$0	$200,000
PY 2021	$107,781	$0	$0	$107,781

2. DETAILED SCOPE OF WORK

2.1. Project Description: The City of Chandler will contract with Newtown Community Development Corporation (Newtown CDC), acting in the capacity of a developer to acquire and rehabilitate one (1) single-family home in the City of Chandler for PY 2020 and one (1) single family home for PY 2021. Due to rising construction costs, the developer will only have the capacity to acquire two homes, instead of the 3 that were submitted with the original proposal. This project is a scattered-site single-family homeownership project. The Parties agree to execute an addendum at the time the property is identified. An Addendum to this Agreement identifying individual properties by street address for participation in the City's Community Land Trust Program (CLT) will be executed before funding is made available regarding each property. Funds will be paid to Newtown CDC only after it has met the commitment requirements as set forth in 24 C.F.R. § 92.2 (1) and (2), respectively, and is prepared to commence rehabilitation within twelve months.

2.2. Funds for rehabilitation are obligated by completing a detailed set of specifications (work write-up) and completing a detailed rehabilitation cost estimate based upon those specifications. The cost estimate may include a contingency for construction change orders. The City of Chandler must inspect each property prior to occupancy and at project completion to ensure compliance with applicable standards and codes. Each property must be free from any defects that pose a danger to the health and safety of occupants and must meet written rehabilitation standards and local codes and ordinances at project completion. Copies of the final inspection report must be retained in the project files and submitted to the County upon submitting a completion report.

When the property is re-sold to a new low-income homebuyer, Newtown CDC will self-certify to the City that the property meets health and safety standards, written rehabilitation standards, and local codes and ordinances.

2.3. Completed homes will be sold to eligible low-income first-time homebuyers. Properties will be acquired using Newtown CDC's line credit, following completion of environmental review requirements.

2.4. In addition to the requirements set forth in Section 4 (Compensation), Newtown CDC will execute a Deed of Trust and Note naming the City of Chandler as the Beneficiary in order to secure any funds provided to Newtown CDC as reimbursement for acquisition costs.

2.5. Upon sale of the property to an eligible buyer, the City of Chandler will provide a Deed of Release and Re-conveyance (By Beneficiary) for the secured acquisition funds.

2.6. Resale provisions will be used to ensure compliance with the period of affordability required by HUD at 92.254 of the HOME regulations. The affordability restrictions shall be secured by a Community Land Trust (CLT) Ground Lease and a Declaration of Affirmative Land Use Restrictions.

2.7. Completed units shall be sold through the Newtown CLT program and under which the buyer shall purchases only the improvements and shall enter a 99-year CLT Ground Lease with Newtown CDC. The CLT Ground Lease shall contain provisions that require that the housing to be used as the buyer's principal residence. The Ground Lease also shall restrict resale/ transfer only to Low-Income buyers. In addition, the CLT Ground Lease shall contain a shared appreciation provision that limits the sale price of the housing and helps ensure affordability for future buyers. A Memorandum of Ground Lease and Right of First Refusal shall be recorded. A "Performance" Deed of Trust also shall be recorded with Newtown CDC as the beneficiary; this is to ensure that Newtown CDC is notified in the event the owner of the home attempts to refinance or transfer the property.

2.8. The shared appreciation provision shall conform to Maricopa HOME Consortium's Recapture/Resale Provisions. "Fair Return" for leasehold properties is defined as the lessees purchase price, plus 25% of the lessee's share of the increase in leasehold value at time of resale based on a leasehold valuation performed by a duly licensed appraiser.

2.9. Upon sale to an eligible buyer, a Declaration of Affirmative Land Use Restrictive Covenant for HOME Project shall be executed between Newtown CDC and the City of Chandler and recorded against the land to secure the Period of Affordability as required by HUD. The Period of Affordability shall be based on the total amount of HOME funds invested in the housing. Eligible buyers will be required to complete an approved homebuyer education class and homeownership counseling. Eligible buyers also will be required to complete a CLT orientation, at which time the ground lease, resale restrictions, shared equity, and all other provisions of the CLT program shall be fully explained.

2.10. Project Purpose: The Project will create homeownership opportunities for a low- to moderate-income household that is rated as a high priority in the Consolidated Plan.

2.11. Project Beneficiaries: One (1) first-time homebuyers for PY 2020 and one (1) first-time homebuyer for PY 2021 at or below 80% of the area median income will benefit from this Project. Beneficiaries' income eligibility will be verified by Newtown CDC and will comply with 24 C.F.R §. 92.203(d)(1).

2.12. Eligible buyers will be required to complete an approved homebuyer education class and homeownership counseling.

2.13. Project Staff: Newtown CDC shall maintain staff qualified to perform the duties of the project. Newtown CDC shall immediately notify the City of Chandler regarding any changes in staff committed to the project. The City of Chandler reserves the right to review the qualifications of new staff committed to the project after the execution of this Agreement. The City of Chandler will be responsible for all communications with the Maricopa HOME Consortium, providing all updates and as needed reporting. In addition, any complaints will be the responsibility of the City of Chandler.

2.14. Subcontractors: Newtown CDC will oversee every aspect of the project. This oversight includes, but is not limited to, day-to-day operations; preparing budgets; managing the budget, timeline, and change orders; issuing a Request for Proposal and selecting the general contractor and Subcontractors. Newtown CDC shall select Subcontractors in accordance with the Administrative Requirements of this Agreement. Newtown CDC shall contract with responsible and qualified Subcontractors to perform the duties of the project. Newtown CDC shall verify the qualifications of each Subcontractor through license verification, references, and SAM.gov.

2.15. Project Affordability: The family or individual acquiring the housing must qualify as low-income, as defined in 24 C.F.R. § 5.609, and maintain the housing as the principal residence throughout the period of affordability, which shall be for a period of 15 years from the date that the completion report is entered into HUD's Integrated Disbursement and Information System (IDIS). Resale provisions will be used to ensure compliance with the period of affordability required by HUD at 24 C.F.R. § 92.254 of the HOME regulations.

2.16. Upon sale to an eligible buyer, a Declaration of Affirmative Land Use Restrictions (LURA) will be executed to secure the Period of Affordability and require the housing to be used as the buyer's principal residence, as required by HUD. The LURA will include a due on sale clause to ensure that funds are recaptured if the property is sold during the Affordability Period.

3. OBJECTIVES AND OUTCOMES:

OBJECTIVE	OUTCOMES		
	AVAILABILITY/ ACCESSIBILITY	AFFORDABILITY	SUSTAINABILITY
DECENT HOUSING	☐ Single-Family Housing Rehab and Emergency Rehab, Homebuyer Assistance	☒ Homebuyer Activities, Acq/Rehab of rental housing, Acq/New Construction of rental housing, Expansion of assisted rental units in the private marketplace	☐ Housing Activities in a targeted revitalization area

4. LOGIC MODEL: PERFORMANCE INDICATORS:

INPUTS/ RESOURCES	OUTPUTS		OUTCOMES	OBJECTIVES
	ACTIVITIES	PARTICIPATION		
Development Staff, Funding and Contractors	Acquire and rehabilitate two (2) units of Affordable Housing to be held in the CLT	PY 2020: One (1) Households PY 2021: One (1) Household	Increased affordable housing for a low-income family. Increased homeownership. Improved neighborhoods and quality of life.	Decent and affordable housing

5. PERFORMANCE REPORTING GOALS/TIMELINE OF ACTIVITIES:

MILESTONES: Tasks to be Performed	PY 2020 COMPLETION DATE	PY 2021 COMPLETION DATE
Application/market study		
Execute Intergovernmental Agreement between Maricopa County, City of Chandler and Newtown CDC	6/30/2023	6/30/2023
City of Chandler Executes Developer Agreement with Newtown CDC	10/31/23	10/31/23
Environmental Review approval	01/01/24	01/01/24
Acquisition of properties	02/01/24	02/01/24
RFP for rehabilitation activities	04/30/24	04/30/24
Homeownership counseling/buyer preparation	07/15/24	07/15/24
Rehabilitation	08/31/25	08/31/25
Sale of Unit	9/30/25	9/30/25
Homebuyer financing secured	7/30/25	7/30/25

Expend Proceeds	9/30/25	9/30/25
Final Close-out /Project Completion Form	9/30/25	9/30/25

Any change to the Timeline will need to be approved by the County.

6. ACTIVITY BUDGET SUMMARY:

ACTIVITY	PY 2020 HOME FUNDS	PY 2021 HOME FUNDS	OTHER RESOURCES Table 7 & 8	TOTAL ACTIVITY BUDGET
Acquisition	$200,000	$107,781	$492,219	$800,000
Rehabilitation	$0	$0	$100,000	$100,000
Developer Fee	$0	$0	$90,800	$90,800
Closing costs	$0	$0	$4,000	$4,000
Other Soft Costs	$0	$0	$4,200	$4,200
Administration-City of Chandler	$0	$0	$0	$0
TOTALS	**$200,000**	**$107,781**	**$691,219**	**$999,000**

Note: A total of $3,000 per activity will be withheld as retainage from the total amount of HOME funds obligated to each activity until a completion report is submitted to the County.

7. SOURCE AND AMOUNT OF OTHER RESOURCES:

OTHER RESOURCES	AMOUNT
Newtown Private Funds	**$691,219**

8. ACTIVITY MATCH:

AMOUNT	FORM OF MATCH	SOURCE
$76,945.25	WISH	Federal Home Loan Bank of San Francisco

Match commitment must equal 25% of the HOME funds requested. Documentation is due at the time of each request for payment.

9. SALES PRICE:

9.1 To ensure the homes are affordable for the target income group, the sales price shall be calculated so that each buyer's monthly housing expenses (including principal, interest, property taxes, and home insurance) does not exceed 35% of the buyer's gross monthly household income, unless there are documented compensating factors. In addition, the housing will have an initial purchase price or estimated after rehabilitation that does not exceed 95% of the median purchase price for the area, as described in 24 C.F.R. § 92.254 (a)(2). Refer to Attachment 3 to this Agreement.

9.2 The buyer must obtain a mortgage loan with a fixed term and interest rate and lender fees may not exceed 5% of the mortgage amount. The income of the buyer shall be determined according to the requirements at 24 C.F.R. § 92.203.

10. PROGRAM INCOME:

All proceeds generated from the development activities shall be considered Program Income and subject to the Program Income requirements set forth in HOME Program regulations as defined in 24 C.F.R. § 92. Program Income shall be retained and expended by Newtown CDC for the acquisition and rehabilitation of additional properties under this Agreement. Program Income shall be tracked by Newtown CDC and reported to the City of Chandler with each Request for Reimbursement and at the request of the City of Chandler.

11. CONVERSION TO RENTAL:

If the home has not been sold to an eligible homebuyer within nine (9) months after the receipt of a Certificate of Occupancy, then it must be converted to a HOME rental unit that complies with all HOME requirements for the period of affordability applicable to such rental units, according to 24 C.F.R. § 92.254(a)(3). If the vacant property is not converted, then HOME funds must be repaid to the City of Chandler.

MARICOPA COUNTY
Work Statement 2021 HOME-ARP
HOME Investment Partnerships Program – American Rescue Plan
Program Year 2021 HOME-ARP

Consortium Member: City of Chandler, Arizona
HOME-ARP Funds: $1,717,654 ($1,578,385 from entitlement and $139,269 from admin)
Activity Type: Development of Affordable Rental Housing
Activity Name: Villas on McQueen

1. FUNDING:

HOME-ARP	HOME-ARP ADMIN	TOTAL
$1,578,385	$139,269	$1,717,654

2. DETAILED SCOPE OF WORK:

2.1. City of Chandler will be transforming public housing inventory into new, updated and expanded affordable housing opportunities for Chandler residents. The Villas on McQueen project will allow for the construction of 157 new units through HUD's Rental Assistance Demonstration ("RAD") program. Villas on McQueen will jumpstart the master redevelopment plan for the City of Chandler's conversion of their public housing portfolio to new, high-quality housing that will become a significant asset for low and moderate-income renters who are seeking an environmentally and economically sustainable housing option with on-site resident services.

2.2. The Project will include 78 Project Based Vouchers and 79 additional affordable housing units that will serve qualifying populations defined by HUD Notice CPD-21-10 pages 3-8. Villas on McQueen will be developed on existing 4.54 acres of land owned by the City of Chandler and will be contributed to the partnership by the City through a long-term ground lease as part of a comprehensive revitalization strategy.

2.3. Villas on McQueen is located at Southeast Corner of McQueen Road and Chandler Boulevard.

2.4. All HOME-ARP activities will follow the guidance provided in Notice CPD-21-10: Requirements for Use of Funds in the HOME-ARP Program.

3. ACTIVITY GOALS:

Activity Goal	ACTIVITY GOALS			
	Development of Affordable Rental Housing	**Supportive Services**	**Acquisition and Development of Non-Congregate Shelters**	**Tenant Based Rental Assistance**
Estimated Number of New Units/ Beds Developed	6			
Estimated Number of Households to Benefit	16			

4. LOGIC MODEL: PERFORMANCE INDICATORS:

INPUTS/RESOURCES In order to accomplish proposed activities, the subrecipient will need the following:	**ACTIVITIES** In order to address the issue, the subrecipient will conduct the following activities:	**OUTPUTS** Once completed, these activities will produce the following:	**OUTCOMES** When completed, these activities will lead to the following changes:	**IMPACT** Long term changes:
New construction of rental housing units				

5. QUALIFIED POPULATIONS OF PROPOSED BENEFICIARIES:

Qualified Populations	Number Individuals	Number of Families
Homeless		
At Risk of Homelessness	27	
Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking		
Other Populations: (1) Other Families Requiring Services or Housing Assistance to Prevent Homelessness		
Other Populations: (2) At Greatest Risk of Housing Instability		
Veterans and Families that include a Veteran Family Member (that meet one of the preceding populations)	5	
TOTAL	**32**	

(Only required for Development of Affordable Housing)

HOME-ARP Rental Housing Occupancy Requirements	Number of Units	Total Number of Units	Percentage of Units
HOME-ARP Units assisted based on status as qualifying household (Minimum 70%)			
HOME-ARP Units assisted based on income eligibility (not to exceed 30%)	6		
TOTAL	**6**		**100%**

6. PREFERNCES AMONG QUALIFYING POPULATIONS, REFERRAL METHODS, AND SUBPOPULATIONS:

6.1. Identify the intent to give preference to one or more qualifying populations or a subpopulation within one or more qualifying populations for any eligible activity or project:

6.2. Referral Methods for Project or Activity: The PHA will establish and manage separate waiting lists for individual projects or buildings that are receiving PBV assistance. The PHA currently has waiting lists for the following PBV projects: Proposed new project through RAD transfer of assistance to Villas on McQueen located on McQueen and Chandler Blvd.

6.3. Waitlist Procedures: Applicants who will occupy units with PBV assistance must be selected from the PHA's waiting list. The PHA may establish selection criteria or preferences for occupancy of particular PBV units. The PHA may place families referred by the PBV owner on its PBV waiting list. The PHA may use the same selection preferences that are used for the tenant-based voucher program, establish selection criteria or preferences for the PBV program as a whole, or for occupancy of particular PBV developments or units.

7. PERFORMANCE REPORTING GOALS-TIMELINE OF ACTIVITIES:

MILESTONES	**START DATE**	**COMPLETION DATE**
Environmental Review	Jan 2023	July 2023
Authority to Use Grant Funds		Aug 2023
Plans Submitted to Municipality		June 2023
Building Permits Issued		Feb 2024
Construction Loan (Closing Date)		Feb 2024
Partnership Loan Closing		Feb 2024
Construction Begins		Feb 2024
Construction 50% Complete		Dec 2024
Construction 75% Complete		June 2025
Certificate of Occupancy		Oct 2025

Any change to the Timeline will need to be submitted to and approved by Maricopa County.

8. ACTIVITY BUDGET SUMMARY (estimated):

COSTS	HOME-ARP FUNDS	HOME-ARP ADMIN	Additional Sources* (defined in Table 9)	TOTAL COST
Construction Cost	$1,000,000	$139,269*	$37,323,253	$38,323,253
Soft Cost	$578,385	$0	$14,960,268	$15,538,653
Financing Fees	$0	$0	$236,000	$236,000
Reserves	$0	$0	$1,486,588	$1,486,588
TOTAL	**$1,578,385**	**$139,269**	**$54,006,109**	**$55,584,494**

- **HOME Admin funds of $139,269 not included in the total construction cost*

9. SOURCE AND AMOUNT OF OTHER RESOURCES (estimated):

FUNDING AGENCY	CASH/LOAN AMOUNT	VOLUNTEER/ IN-KIND AMOUNT
Maricopa County – ARPA	$5,000,000	
Chandler HOME ARPA	$1,578,385	
Chandler HOME Funds	$400,000	
LIHTC Federal/State	$25,497,450	
First Mortgage	$20,000,000	
ADOH NHTF	$3,000,000	
Def Dev Fee	$108,659	
TOTAL	$55,584,494	

10. MATCH:

Matching Contribution Requirements. The requirements of 24 CFR 92.218 through 24 CFR 92.222 and any other requirements for matching contributions in 24 CFR part 92 shall not apply to HOME-ARP funds, as subsection (c)(1) of ARP states that the underlying statutory requirement at section 220 of NAHA (42 U.S.C. 12750) does not apply to HOME-ARP funds.

11. ADDITIONAL PROJECT OR ACTIVITY INFORMATION: (If applicable)

MARICOPA COUNTY
Work Statement B - TBRA
HOME Investment Partnerships Program
Program Year 2020, 2021, and 2022

Consortium Member: City of Chandler, Arizona
Project: Tenant Based Rental Assistance and HOME Administration
Funding: PY 2020 $210,705 ($185,036 from EN and $25,669 AD)
PY 2021 $25,618 ($25,618 from AD)
PY 2022 $171,008 ($142,695 from EN and $28,313 AD)
Type of Property: Rental

1. FUNDING:

PROGRAM YEAR	ENTITLEMENT (EN)	ADMINISTRATION (AD)	PROGRAM INCOME (PI) (non-reimbursable, IDIS draw only)	TOTAL BUDGET
PY 2020	$185,036	$25,669	$25,051.64	$235,756.64
PY 2021	$0	$25,618	$62,082.99	$87,700.99
PY 2022	$142,695	$28,313	$108,772.11	$279,780.11

2. DETAILED SCOPE OF WORK:
Include the following-
1. Consolidated Plan goals as it relates to this activity:
   - High
2. Type of assistance/activity to be provided with HOME funds:
   - Tenant Based Rental Assistance
   - Administration

3. OBJECTIVES AND OUTCOMES (Check appropriate box below.):

OBJECTIVE	OUTCOMES		
	AVAILABILITY/ ACCESSIBILITY	**AFFORDABILITY**	**SUSTAINABILITY**
DECENT HOUSING	☐ Single Family Housing Rehab and Emergency Rehab	☑ Homebuyer Activities, Acquisition/Rehab of rental housing, Acquisition/New Construction of rental housing, TBRA, Expansion of assisted rental units	☐ Housing Activities in a targeted revitalization area

4. PERFORMANCE INDICATORS:
The City of Chandler Housing and Redevelopment Division will administer the Tenant Based Rental Assistance Program. Through this effort, homelessness will be prevented

by providing decent, affordable rental housing for individuals and households in need. This will result in self-sufficiency and housing stabilization, as well as an understanding of the underlying issues that contributed to loss of housing.

5. PROPOSED BENEFICIARIES:

Targeted Population by Income Level	Number of Households PY 2020	Number of Households PY 2022	Total Number of Units	Number of HOME Assisted Units in program (if rental)
Households at or below **50%**	22	12		
Households at or below **60%**				
Households at or below **80%**				
TOTAL	**22**	**12**		

6. PRIORITY POPULATIONS:

Complete the table below only if the Activity will specifically set-aside units for a priority population. Set-asides will be enforced through contract provisions.

Priority Populations	No. of Units PY 2020	No. of Units PY 2022	Total
Elderly			
Physically Disabled			
Other Priority Populations: Veterans			
Homeless	22	12	34

7. PERFORMANCE REPORTING GOALS-TIMELINE OF ACTIVITIES:

TBRA MILESTONES	PY 2020 COMPLETION DATE	PY 2022 COMPLETION DATE
HOME Contract Amendment signed by City	07/15/23	07/15/23
Environmental Program Clearance	07/15/2020	07/15/2020
Application Intake-Certification of Income Eligibility	Ongoing program	Ongoing program
Application Review	Ongoing program	Ongoing program
Initial HQS Property Inspection	Prior to leasing and annually throughout Lead Term	Prior to leasing and annually throughout Lead Term
Home Set up Report to County	07/15/23	07/15/25

Unit Occupied by Low/Moderate Income Person/Family	Throughout Contract Term	Throughout Contract Term
Completion Report submitted to City	07/15/25	07/15/27

Any change to the Timeline will need to be submitted to and approved by Maricopa County.

8. ACTIVITY BUDGET SUMMARY:

TBRA ACTIVITIES	**2020 HOME FUNDS**	**2021 HOME FUNDS**	**2022 HOME FUNDS**	**Additional Sources (defined in Table 9 & 10 below)**	**TOTAL COST**
RENTAL COSTS					
Monthly Rent; Utility Costs; Sec. Dep; Utility Deposits	$185,036	$0	$142,695	$195,906.74	**$523,637.74**
HOME ADMINISTRATION	$25,669	$25,618	$28,313	$0	**$79,600**
TOTAL	$210,705	$25,618	$171,008	$195,906.74	**$603,237.74**

Administration (AD) funds to be expended by the City of Chandler for overall HOME program administration.

9. SOURCE AND AMOUNT OF OTHER RESOURCES:

FUNDING AGENCY	**CASH AMOUNT**	**VOLUNTEER/ IN-KIND AMOUNT**
City of Chandler Program Income PY 2020	$25,051.64	
City of Chandler Program Income PY 2021	$62,082.99	
City of Chandler Program Income PY 2022	$108,772.11	
TOTAL	**$195,906.74**	

10. MATCH:

Match commitment must equal 25% of the HOME funds requested. Documentation is due at the time of request for payment(s). Match Logs must be submitted annual by June 30th of each year.

TYPE	**SOURCE/FUNDING AGENCY** General Fund	**TOTAL**
Cash or cash equivalents from a non-federal source	General Funds	$81,933
TOTALS		

MARICOPA COUNTY
Work Statement C - Acquisition and/or Rehabilitation of Single-Family Rental Housing
HOME Investment Partnerships Program
Program Year 2021 and 2022

Consortium Member: City of Chandler, Arizona
Activity Type: Homebuyer
Project: Acquisition and/or Rehabilitation of Single-Family Rental Housing
Funding: PY 2021 ($276,482 from EN)
PY 2022 ($282,000 from EN)
Type of Property: Single Family

1. FUNDING:

PROGRAM YEAR	ENTITLEMENT	ADMINISTRATION	TOTAL BUDGET
PY 2021	$276,482	$0	$276,482
PY 2022	$282,000	$0	$282,000

2. DETAILED SCOPE OF WORK

2.1. The City of Chandler will contract with Affordable Rental Movement of Save the Family Foundation of Arizona (A.R.M.), acting in the capacity of a developer to purchase and rehabilitate one (1) new permanent affordable rental home in the City of Chandler for PY 2021 and one (1) new permanent affordable rental home in the City of Chandler for PY 2022. The Parties agree to execute an addendum at the time the property is identified. An Addendum to this Agreement identifying individual properties by street address will be executed before funding is made available regarding each property. Funds will be paid to A.R.M. only after it has met the commitment requirements as set forth in 24 C.F.R. § 92.2 (1) and (2), respectively, and is prepared to commence rehabilitation within twelve months.

2.2. Funds for rehabilitation are obligated by completing a detailed set of specifications (work write-up) and completing a detailed rehabilitation cost estimate based upon those specifications. The cost estimate may include a contingency for construction change orders. The City of Chandler must inspect each property prior to occupancy and at project completion to ensure compliance with applicable standards and codes. Each property must be free from any defects that pose a danger to the health and safety of occupants and must meet written rehabilitation standards and local codes and ordinances at project completion. Copies of the final inspection report must be retained in the project files and submitted to the County.

2.3. A.R.M. will utilize HOME funds for the purchase and minor rehabilitation of one home to be rented for income eligible residents. A.R.M. will ensure that eligible

beneficiaries do not exceed the current Maricopa County HOME Income Limits. A.R.M. will not exceed the annual HOME Rent Limits, including utilities.

2.4. A.R.M. currently has 16 permanent affordable rental homes. Affordable rental property is a high priority goal in the City of Chandler's Consolidated Plan.

2.5. Type of assistance/activity to be provided with HOME funds: Acquisition and Rehabilitation of Rental Housing and the creation of a permanent, affordable rental home.

2.6. Methods and instruments used for ensuring affordability: Recapture provision. The HOME funds will be secured by a Affirmative Land Use Restrictive Agreement (LURA), Deed of Trust and Promissory Note naming the City of Chandler as the Beneficiary in order to secure any funds provided as reimbursement for acquisition costs. The County utilizes a recapture provision that will require the HOME funds to be repaid in full by either A.R.M. or the City if the unit is determined to be no longer eligible. Funds to be repaid will be based on the entire amount of HOME subsidy that was originally used to purchase and rehabilitate the unit. All units are secured by a LURA, Deed of Trust and Promissory Note.

2.7. Anticipated use of Program Income: No Program Income is anticipated.

3. OBJECTIVES AND OUTCOMES:

OBJECTIVE	**OUTCOMES**		
	AVAILABILITY/ ACCESSIBILITY	**AFFORDABILITY**	**SUSTAINABILITY**
DECENT HOUSING	☐ Single-Family Housing Rehab and Emergency Rehab, Homebuyer Assistance	☒ Homebuyer Activities, Acquisition/Rehab of rental housing, acquisition/New Construction of rental housing, Expansion of assisted rental units in the private marketplace	☐ Housing Activities in a targeted revitalization area

4. LOGIC MODEL: PERFORMANCE INDICATORS:

INPUTS/RESOURCES In order to accomplish proposed activities, the Subrecipient will need the following:	**ACTIVITIES** In order to address the issue, the Subrecipient will conduct the following activities:	**OUTPUTS** Once completed, these activities will produce the following:	**OUTCOMES** When completed, these activities will lead to the following changes:	**IMPACT** Long term changes:

HOME funding	Purchase and rehabilitate two single family unit homes for a household at or below 60% of the Area Median Income	Expand affordable housing opportunities	Safe and decent housing for a low-income household.	Stable neighborhoods

5. PROPOSED BENEFICIARIES:

Targeted Population by Income Level	Number of Households	Total Number of Units	Number of HOME Assisted Units in program (if rental)
Households at or below **50%**			
Households at or below **60%**	2	2	2
Households at or below **80%**			
TOTAL	**2**	**2**	**2**

6. PRIORITY POPULATION:

Complete the table below only if the Activity will specifically set-aside units for a priority population. Set-asides will be enforced through contract provisions.

Priority Populations	No. of Units
Elderly	
Physically Disabled	
Other Priority Populations: Veterans	
Homeless	

7. PERFORMANCE REPORTING GOALS/TIMELINE OF ACTIVITIES:

PY 2021 MILESTONES	COMPLETION DATE	PY 2022 MILESTONES	COMPLETION DATE
HOME Amendment signed by City of Chandler	07/15/23	HOME Amendment signed by City of Chandler	07/15/23
City of Chandler's Developer Agreement with A.R.M. of Save the Family	09/01/23	City's Developer Agreement with A.R.M. of Save the Family	09/01/23
Market Study	10/01/23	Market Study	10/01/24
Underwriting	11/15/23	Underwriting	11/15/24
Secure Financing	12/01/23	Secure Financing	12/01/24
Environmental Review	01/15/24	Environmental Review	01/15/25
Obtain Site Control	02/01/24	Obtain Site Control	02/01/25
Work write-ups and bid selection	2/15/24	Work write-ups and bid selection	2/15/25
Rehabilitation Complete	3/1/24	Rehabilitation Complete	3/1/25

Final Close-out/Project Completion Form Submitted to the City	04/15/24	Final Close-out/Project Completion Form Submitted to the City	04/15/25

Any change to the Timeline will need to be approved by the County

8. ACTIVITY BUDGET SUMMARY:

ACTIVITY	PY 2021 HOME FUNDS	PY 2022 HOME FUNDS	OTHER RESOURCES (9 & 10)	TOTAL ACTIVITY BUDGET
Acquisition/Rehabilitation	$258,982	$264,500	$0	$523,482
Developer Fees	$17,500	$17,500	$0	$35,000
TOTALS	**$276,482**	**$282,000**	**$0**	**$558,482**

9. SOURCE AND AMOUNT OF OTHER RESOURCES:

FUNDING AGENCY	AMOUNT	VOLUNTEER/IN-KIND AMOUNT
American Rescue Plan Act (ARPA) Funding	$400,000 ($200,000 per acquisition)	

10. ACTIVITY MATCH:

AMOUNT	FORM OF MATCH	SOURCE
$139,620.50	Loan	Maricopa County Human Services Department's Federal Home Loan Bank

Match commitment must equal 25% of the HOME funds requested. Documentation is due at the time of each request for payment

RESOLUTION NO. 5700

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, MARICOPA COUNTY, ARIZONA, APPROVING AMENDMENT NO. 4 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND CITY OF CHANDLER TO RECEIVE FEDERAL HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS IN THE AMOUNT OF $1,273,594 AND HOME INVESTMENT PARTNERSHIPS AMERICAN RESCUE PLAN PROGRAM FUNDS IN THE AMOUNT OF $1,717,654; AND AUTHORIZING THE CITY MANAGER TO SIGN ALL RELATED DOCUMENTS AND ASSURANCES ON BEHALF OF THE CITY OF CHANDLER; AND FURTHER AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTION NECESSARY OR PRUDENT TO IMPLEMENT THE CITY'S HOME INVESTMENT PARTNERSHIPS AND HOME INVESTMENT PARTNERSHIPS AMERICAN RESCUE PLAN PROGRAM ACTIVITIES.

WHEREAS, Maricopa County, as the lead agency for administration of HOME Investment Partnerships Program ("HOME" or "HOME Program") funds, and the Cities/Towns of Avondale, Chandler, Gilbert, Glendale, Peoria, Scottsdale, Surprise, and Tempe previously entered into an Intergovernmental Agreement ("IGA") to form the Maricopa HOME Consortium to receive, distribute, and administer HOME funds; and

WHEREAS, the City of Chandler has an existing IGA with Maricopa County (C-22-17-048-3-03) (the "Agreement") to provide increased affordable housing opportunities in the City of Chandler; and

WHEREAS, the City of Chandler is receiving an allocation of HOME funds for Program Years 2020, 2021 and 2022 in the amount of $1,273,594; and

WHEREAS, the City of Chandler is receiving an allocation of HOME Investment Partnerships American Rescue Plan Program ("HOME-ARP" or "HOME-ARP Program") funds in the amount of $1,717,654; and

WHEREAS, receipt of the additional HOME and HOME-ARP funds requires an amendment to the Agreement to increase the total funding amount from $1,391,556.29 to $4,382,804.29; and

WHEREAS, the City of Chandler plans to receive and expend the HOME funds to support additional affordable housing opportunities in Chandler in accordance with plans previously approved by Council and to receive and expend the HOME-ARP funds in support of the new construction of the Villas on McQueen project in accordance with the Maricopa HOME Consortium HOME-ARP Allocation Plan approved by the U.S. Department of Housing and Urban Development.

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

Section 1. Authorizes the Mayor of the City of Chandler, or his designee, to execute Amendment No. 4 to the Agreement, in substantially the form attached hereto as Exhibit "A," increasing the City's HOME Program funding amount, including HOME-ARP funds, from $1,391,556.29 to $4,382,804.29.

Section 2. Authorizes the City Manager, or his designee, to execute, on behalf of the City, appropriate certifications and other documents and take such other actions as are necessary to carry out the intent of this Resolution.

Section 3. Authorizes the City Manager, or his designee, to provide required policy and administrative assurances including civil rights, equal opportunity, citizen participation, relocation and property acquisition, environmental assurances, labor standards, and others as may be specified under federal law in 24 C.F.R. Part 92.

Section 4. Authorizes the City Manager, or his designee, to take those actions necessary and prudent to implement the City's HOME Program, including, but not limited to, the execution of subrecipient contracts, expenditure of funds, procurement of personnel, grantees or contractors, preparation of activity schedule, creation of procedures for monitoring and evaluation of program activities, formation of administrative procedures not inconsistent with federal, state or local law or any other actions necessary to ensure that the HOME Program is carried out in a timely, effective and compliant manner.

Section 5. Authorizes the City Manager, or his designee, to take those actions necessary and prudent to utilize the HOME-ARP funds in support of the new construction of the Villas on McQueen project, including, but not limited to, execution of contracts or subrecipient agreements, expenditure of funds, procurement of personnel, grantees or contractors, preparation of activity schedule, creation of procedures for monitoring and evaluation of program activities, formation of administrative procedures not inconsistent with federal, state or local law or any other actions necessary to ensure that the HOME-ARP Program funds are used in a timely, effective and compliant manner.

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. 5700 was duly passed and adopted by the City Council 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”

CHANDLER arizona
Community of Innovation

City Council Memorandum Neighborhood Resources Memo No. N/A

Date: June 15, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Leah Powell, Neighborhood Resources Director
From: Riann Balch, Community Resources Manager
Subject: Agreement No. NR3-952-4604, with Resurrection Street Ministry, Inc., and The Salvation Army for Heat Relief Services

---

Proposed Motion:

Move City Council approve Agreement No. NR3-952-4604, with Resurrection Street Ministry, Inc., in an amount not to exceed $454,312, and The Salvation Army, in an amount not to exceed $127,407.17, for heat relief services, for the period of one year, beginning June 15, 2023, through June 14, 2024, with the option of up to four one-year extensions.

Background/Discussion:

Maricopa County made American Rescue Plan Act (ARPA) funds available for the implementation and administration of heat relief activities that reduce sunlight and heat exposure and/or mitigate the effects of sunlight and heat exposure for individuals experiencing homelessness, particularly underserved populations. Funding was available for one East Valley recipient, one West Valley recipient, and one recipient in Phoenix. Regional partnerships were encouraged to provide services for each area.

The cities of Chandler and Mesa submitted a collaborative application to implement and administer a comprehensive heat relief strategy across the two jurisdictions and received a $600,000 award. The award was accepted and an intergovernmental agreement with Maricopa County was approved by the City Council on April 13, 2023.

Heat Relief services will be provided in the cities of Chandler and Mesa by

Resurrection Street Ministry, Inc., and The Salvation Army Chandler Corps. Activities will include day respite services, cooling stations, mobile heat relief, showers and laundry. 10 heat relief stations and one (1) day center are planned each in Chandler and Mesa. Heat relief services will be delivered between June 15, 2023, and September 30, 2023.

Evaluation:

On March 31, 2023, City staff, in cooperation with the City of Mesa, issued Request for Proposal No. No. NR3-952-4604 for heat relief services. Notification was sent to all registered vendors. Four proposals were received from the following offerors:

Arizona Ecumenical Council, dba Arizona Faith Network
Carry Me Productions, LLC
Resurrection Street Ministry, Inc.
The Salvation Army, operating as the Chandler Corps

The Evaluation Committee evaluated the proposals and recommends award to Resurrection Street Ministry, Inc., and The Salvation Army, which submitted the most advantageous offers to the City in accordance with the evaluation criteria.

Financial Implications:

The City of Chandler received $600,000 of ARPA funding from Maricopa County to provide heat relief services in Chandler and Mesa. As the recipient, the City of Chandler will act as the fiscal agent for the City of Mesa.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
217.4700.5219.0.3NR005.0	Grant Fund	Maricopa County Heat Relief	578,986.14	N

Attachments

RSM Agreement
SA Agreement

DocuSign Envelope ID: 36646208-F921-4D16-8B57-23F9D5013A46

City Clerk Document No. _____

City Council Meeting Date: June 15, 2023

CITY OF CHANDLER SERVICES AGREEMENT
HEAT RELIEF SERVICES
CITY OF CHANDLER AGREEMENT NO. NR3-952-4604

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Resurrection Street Ministry Incorporated, an Arizona Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2023 (Effective Date).

RECITALS

A. City proposes to provide heat relief services as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. 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.

C. City desires to contract with the Contractor 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 Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the 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

DocuSign Envelope ID: 36646208-F921-4D16-8B57-23F9D5013A46

furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor 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 III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is one year, and begins on June 15, 2023 and ends on June 14, 2024 unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed $454,312. Contractor must submit requests for payment for 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 subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. 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 completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

4.2 Applicable Taxes. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

DocuSign Envelope ID: 36646208-F921-4D16-8B57-23F9D5013A46

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the 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 the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 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 the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor 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 the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the 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 the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the

DocuSign Envelope ID: 36646208-F921-4D16-8B57-23F9D5013A46

Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the 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 payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the 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.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor’s property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the 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 the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors 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 the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor 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 Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any

DocuSign Envelope ID: 36646208-F921-4D16-8B57-23F9D5013A46

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. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

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

5.8 Notices. Unless otherwise provided, notice 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 date notice is sent if by electronic mail, or (c) 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:

For the City	**For the Contractor**
Name: Christina Pryor, CPPO	Name: Jeff Williams
Title: Procurement and Supply Senior Manager	Title: Operations Director
Address: 175 S. Arizona Ave., 3rd Floor Chandler, AZ 85225	Address: 1135 E. Main St. Mesa, AZ 85203
Phone: 480-782-2403	Phone: 530-218-6424
Email: christina.pryor@chandleraz.gov	Email: Jeffery_williams2022@outlook.com

5.9 Successors and Assigns. City and Contractor 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 the City nor the Contractor 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 the City.

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

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

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

DocuSign Envelope ID: 36646208-F921-4D16-8B57-23F9D5013A46

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

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the 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, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the 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 Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor’s compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor 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 the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees

DocuSign Envelope ID: 36646208-F921-4D16-8B57-23F9D5013A46

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 Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract 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 contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 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.

5.23 Covenant Against Contingent Fees. Contractor 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 Contractor's firm. For breach or violation of this warrant, the 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.

5.24 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.

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. 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 the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor

DocuSign Envelope ID: 36646208-F921-4D16-8B57-23F9D5013A46

represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor 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 the City's interests. Contractor'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.

5.26 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 the Contractor or its subcontractors 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 the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors 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 the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors 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 the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. 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. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.27 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 Contractor and any of its subcontractors. At a

DocuSign Envelope ID: 36646208-F921-4D16-8B57-23F9D5013A46

minimum, Contractor 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 Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. 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 Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.28 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.

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

5.30 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.

5.31 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.

5.32 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.

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

5.34 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 the 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

DocuSign Envelope ID: 36646208-F921-4D16-8B57-23F9D5013A46

than 5:00 p.m. (Chandler time) on the day of performance.

5.35 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

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

5.37 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 the Exhibits, the provisions in this Agreement prevail.

5.38 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the 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.

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

Exhibit A - Project Description/Scope of Services
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – Funding Source Requirements

5.40 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor 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.

5.41 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, 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 and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee

DocuSign Envelope ID: 36646208-F921-4D16-8B57-23F9D5013A46

who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

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

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

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

5.45 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.46 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.47 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 expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

DocuSign Envelope ID: 36646208-F921-4D16-8B57-23F9D5013A46

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

FOR THE CITY	**FOR THE CONTRACTOR**
By: _____	By: Bill Berry _____
Its: Mayor	Its: Executive Directot _____

APPROVED AS TO FORM:

By: _____
City Attorney
DMG

ATTEST:

By: _____
City Clerk

DocuSign Envelope ID: 36646208-F921-4D16-8B57-23F9D5013A46

EXHIBIT A
SCOPE OF SERVICES

SCOPE OF SERVICES FOR THE CITY OF CHANDLER

COOLING STATIONS

The Contractor will provide cooling stations that will consist of air-conditioned facilities (or areas within facilities) that has been designated as a location where people can stop in during designated hours to cool off and avoid additional exposure. Examples may include public facilities such as libraries and community centers, non-profit organizations, houses of worship, businesses, etc. Water must be available.

Service Levels and Requirements

- Approximately 10 cooling stations in the City of Chandler should be available 7 days per week, from 10 am – 6 pm.
- The Contractor is responsible for onboarding the cooling stations and providing ongoing coordination of services to include supplying water and other supplies as scheduled/needed.
- Cooling Station should be clearly marked and accessible. Street signage (ex/ A-Frame) must be posted when cooling station is open.

SCOPE OF SERVICES FOR THE CITY OF MESA

DAY RESPITE CENTER

Air-conditioned facility that has been designated as a location where people experiencing homelessness and other vulnerable populations can go to avoid heat exposure for an extended period and receive other ancillary services such as food, space to rest, outreach and navigation services, etc.

Service Levels and Requirements

- One Day Respite Center will be provided at 1135 E. Main Street, Mesa, AZ.
- The site will have the capacity to serve 100 people per day.
- The site will be open Monday – Saturday, 9:00 am through 6:00 pm.
- The Contractor is required to develop and implement a good neighbor plan to minimize negative impact on the surrounding community. Security is an eligible expense for this service.
- The Contractor is required to provide cleaning and sanitation procedures to prevent the spread of disease.

COOLING STATIONS

The Contractor will provide cooling stations that will consist of air-conditioned facilities (or areas within facilities) that has been designated as a location where people can stop in during designated hours to cool off and avoid additional exposure. Examples may include public facilities such as libraries and community centers, non-profit organizations, houses of worship, businesses, etc. Water must be available.

Service Levels and Requirements

- Approximately 10 cooling stations in the City of Mesa should be available 7 days per week, from 10 am – 6 pm.

DocuSign Envelope ID: 36646208-F921-4D16-8B57-23F9D5013A46

- The Contractor is responsible for onboarding the cooling stations and providing ongoing coordination of services to include supplying water and other supplies as scheduled/needed.
- Cooling Station should be clearly marked and accessible. Street signage (ex/ A-Frame) must be posted when cooling station is open.

Shower/Laundry Services

The Contractor will provide on-site laundry services and mobile shower services at the Day Respite Center to people experiencing homelessness. Services should be easily accessible to people seeking heat relief.

Service Levels

- A schedule for a stationary laundry facility will be agreed upon between the City Mesa and the Contractor.
- A schedule for a mobile shower trailer will be agreed upon between the City Mesa and the Contractor.

SCOPE OF SERVICES GENERAL REQUIREMENTS

GENERAL REQUIREMENTS FOR ALL ACTIVITIES

- Services must be easily accessible to people experiencing homelessness.
- The Contractor is required to develop and implement marketing strategies to ensure potential participants are aware of how to access services. This should include signage, flyers, media (TV, radio, newspaper, social), etc.
- The Contractor is required to implement measures preventing negative community impact at service sites.
- The Contractor is required to communicate and coordinate with partner agencies providing various activities, and supply signage, water, etc.

SERVICE PERIOD

Heat relief activities will be provided from June 15, 2023, through September 30, 2023. Adjustments to this schedule based on reasonable business needs may be proposed and considered.

REPORTING REQUIREMENTS

- During the term of the agreement, the Contractor will submit monthly performance reports to include both client and program specific data. Monthly reports are due no later than the seventh day of the following month. Reporting templates will be provided by the contracting agency.
- Sample Client Data:
  A. Name
  B. Birthdate
  C. Race/Ethnicity
  D. Income
  E. Housing/Homeless status
  F. Last known zip code
- Sample Program Data:
  A. Number of service hours provided by activity
  B. Number of staff hours by activity

DocuSign Envelope ID: 36646208-F921-4D16-8B57-23F9D5013A46

C. Number of water bottles, meals, other supplies provided

- Weekly utilization reports will be required. The format will be agreed upon between the City and the Contractor.
- Any additional reports as required by the funding sources.

BUDGET

- Heat Relief Activities will be supported through American Rescue and Planning Act (ARPA) funds and must be spent in compliance with ARPA regulations. The final CFDA Number for the ARPA Fiscal Recovery program is 21.027.
- Funds will be provided on a cost reimbursement basis following receipt of complete requests for payments and accompanying program reports.

DocuSign Envelope ID: 36646208-F921-4D16-8B57-23F9D5013A46

EXHIBIT B
COMPENSATION AND FEES

HEAT RELIEF
PROGRAM BUDGET

(A) Cost Component	(B) Chandler Costs	(C) Mesa Costs	(D) Other Costs (Leverage)	(E) Total Costs	(F) Total Chandler/ Mesa Costs
Salaries/Wages	$ 15,708.00	$ 137,644.00		$ 153,352.00	$ 153,352.00
Employee Related Expenses	$ 2,430.00	$ 11,190.00		$ 13,620.00	$ 13,620.00
				$ -	$ -
				$ -	$ -
TOTAL PERSONNEL	$ 18,138.00	$ 148,834.00	$ -	$ 166,972.00	$ 166,972.00
Professional Expenses	$ -	$ 100,231.00		$ 100,231.00	$ 100,231.00
Phone/Communications				$ -	$ -
Client Expenses	$ 15,250.00	$ 15,250.00	$ 50,000.00	$ 80,500.00	$ 30,500.00
Materials/Supplies	$ 5,532.00	$ 10,200.00	$ 8,000.00	$ 23,732.00	$ 15,732.00
Travel/Mileage	$ 5,310.00	$ 5,310.00	$ 5,500.00	$ 16,120.00	$ 10,620.00
Indirect Costs	$ 8,534.00	$ 19,914.00	$ 12,000.00	$ 40,448.00	$ 28,448.00
Other - Equipment	$ 14,532.00	$ 62,200.00		$ 76,732.00	$ 76,732.00
Other - Space	$ 1,500.00	$ 23,577.00		$ 25,077.00	$ 25,077.00
				$ -	$ -
TOTAL OPERATIONS	$ 50,658.00	$ 236,682.00	$ 75,500.00	$ 362,840.00	$ 287,340.00
TOTAL BUDGET	$ 68,796.00	$ 385,516.00	$ 75,500.00	$ 529,812.00	$ 454,312.00

DocuSign Envelope ID: 36646208-F921-4D16-8B57-23F9D5013A46

BUDGET NARRATIVE TEMPLATE

SALARIES/WAGES, EMPLOYEE RELATED EXPENSES

TBH, Heat Relief Director
Responsibilities will include managing operations and logistics for Day Respite Center as well as educating staff and volunteers, completing reports, stats, and all compliances needed to meet and exceed grant requirements. This position will also produce an end of season brief including an operations manual that can be shared with both cities outlining standard operating procedures and best practices to meet current needs and potential future trends.

Total Program Cost:
- $27 per hour, 8 hours per day for 25 weeks = $27,000

Total Chandler Cost:
- .30 FTE at $27 pr hour for 25 weeks = $8,100

Total Mesa Cost:
- .70 FTE at $27 per hour for 25 weeks = $18,900

Employee Related Expenses (ERE) are calculated at 30% of program cost and are charged commensurate salary.

TBH, Heat Relief Manager
Responsibilities will include assisting with the management and logistics for Day Respite Center as well as educating staff and volunteers, completing reports, stats, and all compliances needed to meet and exceed grant requirements. This position will also produce an end of season brief including an operations manual that can be shared with both cities outlining standard operating procedures and best practices to meet current needs and potential future trends.

Total Program Cost:
- $20 per hour for 23 weeks = $18,400

Total Mesa Cost:
- 1 FTE at $20 per hour for 25 weeks = $18,400

Employee Related Expenses (ERE) are calculated at 30% of program cost and divided equally

TBH, Respite Center Staff
The Respite Center staff will monitor and maintain all operations at the Respite Center. As part of their operation, the Respite Center staff will assist in providing meals, hydration through water, supplies for clients, any additional resources for clients. Additionally, the Respite Center staff will assist in maintaining safety and keep up with cleaning standards.

Total Program Cost:
- $16 per hour for 5,796 staffing hours = $92,736

Total Mesa Cost:
- 100% cost at $16 per hour for 5,796 staffing hours = $92,736

TBH, Heat Relief Driver
Drivers will transport water and other supplies to hydration and cooling stations, as well as drive the mobile heat relief van throughout the community on excessive heat days.

DocuSign Envelope ID: 36646208-F921-4D16-8B57-23F9D5013A46

Total Program Cost:
- Cooling Station Driver @ $9,775 + Mobile Relief Driver @ $5,440 = $15,215

Cooling Station Driver – 1 PTE @ $17 per hour for 25 hours per week for 23 weeks = $9,775

Total Chandler Cost:
- 1 PTE $17 per hour for 25 hours per week for 23 weeks = $4,888

Total Mesa Cost:
- 1 PTE $17 per hour for 25 hours per week for 23 weeks = $4,888

Mobile Relief Driver – 2 PTE @ $17 per hour x 20 extreme heat days x 8 hours/day = $5,440

Total Chandler Cost:
- 1 PTE @ 17 per hour x 20 extreme heat days x 8 hours/day = $2,720

Total Mesa Cost:
- 1 PTE @ 17 per hour x 20 extreme heat days x 8 hours/day = $2,720

PROFESSIONAL EXPENSES

Off Duty Police Officer:
Off-duty City of Mesa Police Officers will provide security services inside the Mesa Respite Center to establish and maintain a safe experience for customers. Hours may be altered based on need.

Total Program Cost:
- $66.91 per hour for 9 hours per day, for 7 days a week for 19 weeks = $80,091

Total Mesa Cost:
- 1 FTE - $66.91 per hour for 9 hours per day, for 7 days a week for 19 weeks = $80,091

Security:
Provides on-site security to monitor activity outside the center, provides bag checks prior to entry to the center, established relationships with neighboring businesses to address center related concerns.

Total Program Cost:
- $20 per hour for 6 hours per day, for 7 days a week for 21 weeks = $17,640

Total Mesa Cost:
- 1 FTE - $20 per hour for 6 hours per day, for 7 days a week for 21 weeks = $17,640

Professional Barber:
Provides haircuts to participants at the Respite Center to help them remain cool.

Total Program Cost:
- $2,500

Total Mesa Cost:
- Fee for service - $2,500

PHONE/COMMUNICATIONS

DocuSign Envelope ID: 36646208-F921-4D16-8B57-23F9D5013A46

CLIENT EXPENSES

Supplies:
Provide supplies for mobile services on Extreme Heat days.

Total Program Cost:
- $4,000

Total Chandler Cost:
- 50% of $10,000 = $2,000

Total Mesa Cost:
- 50% of $10,000 = $2,000

Water Purchase:
Assists in the purchase of water when donations do not meet the required amount.

Total Program Cost:
- $30,500

Total Chandler Cost:
- 30% of $31,500 = $9,150

Total Mesa Cost:
- 70% of $31,500 = $21,350

MATERIALS/SUPPLIES

Marketing:
Provides informational materials about how to access heat relief services.

Total Program Cost:
- $4,000

Total Chandler Cost:
- 20% of total program cost = $800

Total Mesa Cost:
- 80% of total program cost = $3,200

Signage:
Provides public signage to indicate where residents can receive services.

Total Program Cost:
- 20 A-Frame signs @ $130/sign = $2,600

Total Chandler Cost:
- 10 signs = $1,300

Total Mesa Cost:
- 10 signs = $1,300

DocuSign Envelope ID: 36646208-F921-4D16-8B57-23F9D5013A46

Personal Protection Equipment (PPE):
Provides equipment to assist in the prevention of COVID-19.

Total Program Cost:
- $5,232

Total Chandler Cost:
- 52% of $5,232 = $2,732

Total Mesa Cost:
- 48% of $5,232 = $2,500

Janitorial Supplies:
Provides cleaning supplies and other necessary supplies to provide a safe clean environment at the Respite Center.

Total Program Cost:
- $2,500

Total Mesa Cost:
- 100% of $2,500 = $2,500

TRAVEL

Mileage:
Mileage is estimated at $0.65 a mile for transportation of goods from hydration stations and mobile services.

Total Program Cost:
- $10,620

Total Chandler Cost:
- 50% of $10,620 = $5,310

Total Mesa Cost:
- 50% of $10,620 = $5,310

INDIRECT COSTS

Administrative:
Administrative functions to provide operations and reporting requirements which are required by funding source.

Total Program Cost:
- $28,448

Total Chandler Cost:
- 30% of $11,035 = $8,534

Total Mesa Cost:
- 70% of $11,035 = $19,914

OTHER - EQUIPMENT

Shower Trailer:

DocuSign Envelope ID: 36646208-F921-4D16-8B57-23F9D5013A46

Purchase of a shower trailer to provide space for program participants to shower.

$49,000 delivered with updates to trailer
Total Program Cost:
- 81.6% of $49,000 = $40,000

Total Mesa Cost:
- 81.6% of $49,000 = $40,000

Coolers:
Purchase of 10 electric water coolers to provide cold water to program participants.
Total Program Cost:
- $21,000

Total Chandler Cost:
- 50% of $20,000 = $10,500

Total Mesa Cost:
- 50% of $20,000 = $10,500

Tables, Chairs and Cots:
Purchase of tables and chairs to provide program participants.

Total Program Cost:
- Tables: $80 per table for 10 tables = $800
- Chairs: $20 per chair for 40 chairs = $800
- Cots: $60 per cot for 50 cots = $8,000

Total Mesa Cost:
- Tables: $80 per table for 10 tables = $800
- Chairs: $20 per chair for 40 chairs = $800
- Cots: $60 per cot for 50 cots = $8,000

Lockers and Bike Racks/Locks:
Provide a safe space for clients to store their belongings.
Total Program Cost:
- $800

Total Mesa Cost:
- 100 % of $800 = $800

OTHER - SPACE

Operations – Rent/Building Maintenance:
Rent, maintenance and repairs associated with the operation of the program.
Rent is calculated at $3,500 per month equally $807.70 per week for 23 weeks.

Total Program Cost:
$25,077
Total Mesa Cost:
100% of $30,077 = $25,077

DocuSign Envelope ID: 36646208-F921-4D16-8B57-23F9D5013A46

EXHIBIT C
INSURANCE

INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the 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 shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall 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.

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

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

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor 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.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form*. Contractor 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

DocuSign Envelope ID: 36646208-F921-4D16-8B57-23F9D5013A46

to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor'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.

C. *Workers Compensation and Employers Liability Insurance*: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor 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.

Additional Policy Provisions Required.

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

1. The Contractor's insurance must contain broad form contractual liability coverage.

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

3. The Contractor'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.

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

5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the

DocuSign Envelope ID: 36646208-F921-4D16-8B57-23F9D5013A46

Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the 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.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.
2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall 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, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

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

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

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

DocuSign Envelope ID: 36646208-F921-4D16-8B57-23F9D5013A46

EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS

Contractor and Subcontractor Worker Background Screening. Contractor agrees that all contract workers and subcontractors (collectively "Contract Worker(s)") that Contractor furnishes to City under this Agreement will be subject to background and security checks and screening as set forth in this Section (collectively "Background Screening") at Contractor's sole cost and expense. As part of the Background Screening, Contractor must provide to a person designated by the City the name(s), address(es), and phone number(s) of all Contract Workers who will provide any services under this Agreement. All Contract Workers must comply with these Background Screening requirements. All Contract Workers must be able to provide proof of the legal right to work in the United States. The Background Screening provided by Contractor must comply with all applicable laws, rules, and regulations. Contractor further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety, and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of Contractor's services under this Agreement or Contractor's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers must take such other reasonable, prudent, and necessary measures to further preserve and protect public health, safety, and welfare when providing services under this Agreement.

Background Screening Requirements and Criteria. Before offering or scheduling any services under this Agreement, Contractor agrees that all Contract Workers, including the Contractor, if the Contractor is an individual or sole proprietorship, must have successfully passed a Background Screening in accordance with this Section. Contractor warrants that no person will be permitted to substitute for a Contract Worker who has satisfied the Background Screening requirements until the proposed substitute has also satisfied the Background Screening requirements in this Section. For review and approval, Contractor must submit to a person designated by the City proof of a completed Background Screening for each Contract Worker over the age of 18 performing services under this Agreement no fewer than two (2) weeks before the proposed start date of such Contract Worker's services. The Background Screening must have been completed within the 12-month period preceding the Contract Worker's start date under this Agreement and must include the results of a national criminal databased check with source verification, and a sex offender database search. A fingerprint clearance card may be required depending on the scope of work.

Additional City Rights Regarding Security Inquiries. In addition to the foregoing, City reserves the rights but not the obligations to: (1) have a Contract Worker be required to provide fingerprints, and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4); (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and (4) object, at any time and for any reason, to a Contract Worker performing work (including supervision and oversight) under this Agreement.

DocuSign Envelope ID: 36646208-F921-4D16-8B57-23F9D5013A46

Contractor Certification. By executing this Agreement, Contractor certifies that Contractor has read and understands the Background Screening requirements and criteria in this Section and will fully comply with such requirements. Contractor further certifies that any Background Screening information to be furnished to City related to Contractor or its Contract Workers will be complete, current, and accurate. A Contract Worker rejected for work under this Agreement will not be proposed to perform work under other City contracts or engagements without City's prior written approval.

Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts. Contractor must include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

Materiality of Background Screening Requirements: Indemnity. The Background Screening requirements of this Section are material to City's entry into this Agreement and any breach of this Section by Contractor will be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in this Agreement, Contractor must defend, indemnify, and hold harmless City for any and all Claims arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by Contractor or City for failure to satisfy this Section.

Continuing Duty, Audit. Contractor's obligations and requirements that Contract Workers satisfy this Background Screening Section will continue throughout the entire term of this Agreement. Contractor must notify City immediately of any change to a Background Screening of a Contract Worker previously accepted by City. Contractor must maintain all records and documents related to all Background Screenings and City reserves the right to audit Contractor's compliance with this Section under the terms of this Agreement.

DocuSign Envelope ID: 36646208-F921-4D16-8B57-23F9D5013A46

EXHIBIT E
FUNDING SOURCE REQUIREMENTS

1. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

(a) The Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

2. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689):

a. A contract award must not be made to parties listed on the government wide Excluded Parties List System (EPLS) in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” The EPLS in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

b. The City may, by written notice to the Contractor, immediately terminate this Contract if the City determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. If the Contractor becomes suspended or debarred, the Contractor must immediately notify the City. Contractors must not make any award or permit any award (sub-recipient or vendor) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.

c. The Contractor certifies to the best of its knowledge and belief, that is and its subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

3. BYRD ANTI-LOBBYING CERTIFICATION (31 U.S.C. 1352):

DocuSign Envelope ID: 36646208-F921-4D16-8B57-23F9D5013A46

In all contracts in excess of $100,000 the Contractor hereby certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

(2) Each Contractor tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization or influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

(3) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. Such disclosures are forwarded from tier to tier up to the non-Federal award.

4. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Applicable to all contracts in excess of $150,000. The Contractor will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the City, the U.S. Department of Housing and Urban Development, and the San Francisco Regional Office of the Environmental Protection Agency (EPA).

5. PROCUREMENT OF RECOVERED MATERIALS:

a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor must procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable time period; (2) fail to meet reasonable performance standards, which will be determined the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item, or (3) are only available at an unreasonable price.

b) Paragraph (a) of this clause will apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

6. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014):

a. This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

b. The Contractor must inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

c. The Contractor will insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

DocuSign Envelope ID: 36646208-F921-4D16-8B57-23F9D5013A46

7. DRUG-FREE WORKPLACE ACT OF 1988:
The Contractor must comply with drug-free workplace requirements in Subpart B of 2 CFR § 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

8. ENERGY EFFICIENCY:
The Contractor will observe all mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq.).

9. PREFERENCE FOR DOMESTIC PROCUREMENT:
Pursuant to 2 C.F.R. 200.322, to the greatest extent practicable, Contractor will purchase, acquire, or use goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products).

10. EQUAL EMPLOYMENT OPPORTUNITY AND NONDISCRIMINATION (24 CFR 5.105):
The Contractor will carry out its responsibilities in compliance with the Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 *et seq.;* Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; the Civil Rights Act of 1964 and the Title VIII of the Civil Rights Act of 1968 in order to affirmatively further fair housing; Executive Order 11063, as amended by Executive Order 12259; Title VI of the Civil Rights Act of 1964 (42 USC 2000d) (nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 USC 6101-07) and implementing regulations at 24 CFR part 146; Section 504 of the Rehabilitation Act of 1973 (19 USC 794) and implementing regulations at 24 CFR part 8; Arizona Executive Order 2009-09, et seq., as amended, and Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).

11. MINIMUM WAGE REQUIREMENTS
The Contractor warrants that it shall pay all of its employees who are engaged in either performing work or providing services under the terms of this Agreement not less than the minimum wage specified under Section 206(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201, et seq.), by law and regulation, and, as applicable, Executive Order 13658, as amended, and as specified by Arizona law.

12. RECOGNITION OF COUNTY SUPPORT
The Contractor shall give recognition to the County and the funding source for its support when it publishes materials or releases public information that is paid for in whole or in part with funds received under this Agreement.

13. DISABILITY REQUIREMENTS
The Contractor agrees that any electronic or information technology offered under this Agreement shall comply with A.R.S. §§41-2531 and 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

DocuSign Envelope ID: 36646208-F921-4D16-8B57-23F9D5013A46

14. EQUAL EMPLOYMENT OPPORTUNITY

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin.

(b) The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex sexual identity, gender identity, or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

15. IMMIGRATION LAWS AND REGULATIONS (Federal Immigration and Nationality Act)

(a) The Contractor understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA). The Contractor agrees to comply with the IRCA in performing under this Agreement and to permit the City or Maricopa County to reasonably inspect personnel records to verify such compliance, to the extent required by law.

(b) By entering into this Agreement, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the City or Maricopa County upon request. These warranties shall remain in effect through the term of the Agreement. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

(c) The City or Maricopa County may request verification of compliance for any employee or subcontractor performing work under the Agreement. Should the City or Maricopa County suspect or find that the Partners or any of its subcontractors are not in compliance, then the City may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension or debarment (or both) of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor or their subcontractors.

DocuSign Envelope ID: E8AFDE22-E282-42C0-A8E5-46011558D516

City Clerk Document No. _____

City Council Meeting Date: June 15, 2023

CITY OF CHANDLER SERVICES AGREEMENT
HEAT RELIEF SERVICES
CITY OF CHANDLER AGREEMENT NO. NR3-952-4604

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and The Salvation Army, operating as the Chandler Corps, a California non-profit corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2023 (Effective Date).

RECITALS

A. City proposes to provide heat relief services as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. 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.

C. City desires to contract with the Contractor 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 Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the 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

DocuSign Envelope ID: E8AFDE22-E282-42C0-A8E5-46011558D516

furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor 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 III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is one year, and begins on June 15, 2023, and ends on June 14, 2024, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed $127,407.17. Contractor must submit requests for payment for 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 subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. 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 completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

4.2 Applicable Taxes. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

DocuSign Envelope ID: E8AFDE22-E282-42C0-A8E5-46011558D516

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the 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 the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 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 the City. However, before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor 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 the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the 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 the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the

DocuSign Envelope ID: E8AFDE22-E282-42C0-A8E5-46011558D516

Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the 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 payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the 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.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor’s property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the 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 the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors 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 the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor 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 Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any

DocuSign Envelope ID: E8AFDE22-E282-42C0-A8E5-46011558D516

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. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

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

5.8 Notices. Unless otherwise provided, notice 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 date notice is sent if by electronic mail, or (c) 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:

For the City	**For the Contractor**
Name: Christina Pryor, CPPO	Name: Kimberly Thompson
Title: Procurement and Supply Sr. Manager	Title: Director of Grants Southwest Division
Address: 175 S. Arizona Ave., 3rd Floor	Address: 2707 E. Van Buren Street
Chandler, AZ 85225	Phoenix, AZ 85008
Phone: 480-782-2403	Phone: 602-267-4292
Email: christina.pryor@chandleraz.gov	Email:kimberly.thompson@usw.salvationarmy.gov

5.9 Successors and Assigns. City and Contractor 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 the City nor the Contractor 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 the City.

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

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

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

DocuSign Envelope ID: E8AFDE22-E282-42C0-A8E5-46011558D516

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

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the 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, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the 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 Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor’s compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor 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 the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees

DocuSign Envelope ID: E8AFDE22-E282-42C0-A8E5-46011558D516

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 and Maricopa County retain the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract 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 contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 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.

5.23 Covenant Against Contingent Fees. Contractor 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 Contractor's firm. For breach or violation of this warrant, the 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.

5.24 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.

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. 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 the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the

DocuSign Envelope ID: E8AFDE22-E282-42C0-A8E5-46011558D516

services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor 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 the City's interests. Contractor'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.

5.26 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 the Contractor or its subcontractors 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 the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors 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 the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors 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 the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. 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. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.27 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy,

DocuSign Envelope ID: E8AFDE22-E282-42C0-A8E5-46011558D516

must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor 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 Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. 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 Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.28 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.

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

5.30 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.

5.31 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.

5.32 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.

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

5.34 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 the 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

DocuSign Envelope ID: E8AFDE22-E282-42C0-A8E5-46011558D516

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.

5.35 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

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

5.37 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 the Exhibits, the provisions in this Agreement prevail.

5.38 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the 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.

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

Exhibit A - Project Description/Scope of Services
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – Funding Source Requirements

5.40 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor 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.

5.41 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, 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 and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month,

DocuSign Envelope ID: E8AFDE22-E282-42C0-A8E5-46011558D516

the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

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

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

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

5.45 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.46 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.47 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 expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

DocuSign Envelope ID: E8AFDE22-E282-42C0-A8E5-46011558D516

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

FOR THE CITY	**FOR THE CONTRACTOR**
By: _____	By: David Yardley
Its: Mayor	Its: Southwest Divisional Secretary

APPROVED AS TO FORM:

By: _____
City Attorney
DMG

ATTEST:

By: _____
City Clerk

DocuSign Envelope ID: E8AFDE22-E282-42C0-A8E5-46011558D516

EXHIBIT A
SCOPE OF SERVICES

DAY RESPITE CENTER

The Contractor will provide an air-conditioned facility located at 85 E. Saragosa Street that has been designated as a location where people experiencing homelessness and other vulnerable populations can go to avoid heat exposure for an extended period and receive other ancillary services such as food, space to rest, outreach and navigation services, etc.

Service Levels and Requirements

- The site will have the capacity to serve a minimum of 50 people per day.
- The site will be open Monday – Friday, 10:00 am through 4:00 pm. Between the hours of 4:00 pm and 6:00 pm, the Contractor will transition clients to the facility's lobby which will serve as a cooling station.
- When the National Weather Center issues an Excessive Heat Advisory, the respite center will remain open until 5:00 pm. If an Excessive Heat Advisory is issued on a Saturday or Sunday, the Contractor will provide respite center services between the hours of 9:00 am and 5:00 pm.
- The Contractor is required to develop and implement a good neighbor plan to minimize negative impact on the surrounding community. Security is an eligible expense for this service.
- The Contractor is required to provide cleaning and sanitation procedures to prevent the spread of disease.

SHOWER/LAUNDRY SERVICES

The Contractor will provide facility that can provide shower and laundry services to people experiencing homelessness. Services should be easily accessible to people seeking heat relief.

Service Levels

- The shower facility will be available between 10:00 am and 3:00 pm, Monday through Friday.
- The laundry facility will be available between 10:00 am and 2:00 pm, Monday through Friday.

GENERAL REQUIREMENTS FOR ALL ACTIVITIES

- Services must be easily accessible to people experiencing homelessness.
- The Contractor is required to develop and implement marketing strategies to ensure potential participants are aware of how to access services. This should include signage, flyers, media (TV, radio, newspaper, social), etc.
- The Contractor is required to implement measures preventing negative community impact at service sites.
- The Contractor is required to communicate and coordinate with partner agencies providing various activities, and supply signage, water, etc.

SERVICE PERIOD

Heat relief activities will be provided from June 15, 2023, through September 30, 2023. Adjustments to this schedule based on reasonable business needs may be proposed and considered.

REPORTING REQUIREMENTS

- During the term of the agreement, the Contractor will submit monthly performance reports to include both client and program specific data. Monthly reports are due no later than the

DocuSign Envelope ID: E8AFDE22-E282-42C0-A8E5-46011558D516

seventh day of the following month. Reporting templates will be provided by the contracting agency.

- Sample Client Data:
  A. Name
  B. Birthdate
  C. Race/Ethnicity
  D. Income
  E. Housing/Homeless status
  F. Last known zip code
- Sample Program Data:
  A. Number of service hours provided by activity
  B. Number of staff hours by activity
  C. Number of water bottles, meals, other supplies provided
- Weekly utilization reports will be required. The format will be agreed upon between the City and the Contractor.
- Any reports that may be a requirement of the funding sources.

BUDGET

- Heat Relief Activities will be supported through American Rescue and Planning Act (ARPA) funds and must be spent in compliance with ARPA regulations. The final CFDA Number for the ARPA Fiscal Recovery program is 21.027.
- Funds will be provided on a cost reimbursement basis following receipt of complete requests for payments and accompanying program reports.

DocuSign Envelope ID: E8AFDE22-E282-42C0-A8E5-46011558D516

EXHIBIT B
COMPENSATION AND FEES

18 WEEK PROGRAM BUDGET

(A) Cost Component	(B) Chandler Costs	(C) Mesa Costs	(D) Other Costs (Leverage)	(E) Total Costs	(F) Total Chandler/ Mesa Costs
Salaries/Wages	$ 62,100.00			$ 62,100.00	$ 62,100.00
Employee Related Expenses	$ 13,736.52			$ 13,736.52	$ 13,736.52
				$ -	$ -
				$ -	$ -
TOTAL PERSONNEL	$ 75,836.52	$ -	$ -	$ 75,836.52	$ 75,836.52
Professional Expenses	$ 42,376.32			$ 42,376.32	$ 42,376.32
Phone/Communications			$ 210.00	$ 210.00	$ -
Client Expenses			$ 14,560.00	$ 14,560.00	$ -
Materials/Supplies				$ -	$ -
Travel/Mileage				$ -	$ -
Indirect Costs	$ 9,194.33			$ 9,194.33	$ 9,194.33
Other Utilitites			$ 8,750.00	$ 8,750.00	$ -
Other-Property Upkeep			$ 1,050.00	$ 1,050.00	$ -
				$ -	$ -
TOTAL OPERATIONS	$ 51,570.65	$ -	$ 24,570.00	$ 76,140.65	$ 51,570.65
TOTAL BUDGET	$ 127,407.17	$ -	$ 24,570.00	$ 151,977.17	$ 127,407.17

DocuSign Envelope ID: E8AFDE22-E282-42C0-A8E5-46011558D516

BUDGET NARRATIVE TEMPLATE

SALARIES/WAGES, EMPLOYEE RELATED EXPENSES

List the agency employees that will be funded by the grant.

Staff Name-To be Determined, Heat Relief Coordinator/s, 100% dedicated to Chandler site.

Annual Salary 1.5 FTE's $ 21,600; Benefits/Fringe $4,777.92
1.5 FTEs @ $20 per hour X60 hours per week X 18 weeks

Coordinates agency programs and activities for summer heat relief Day Center program, which runs between 10-6 Monday-Friday and on days when the National Weather Service issues and Extreme Heat advisories. The coordinator implements and monitors program policies and practices. This position manages staffing schedules and work assignments along with daily operations and addresses any challenges. The coordinator also manages the operational budget, tracks finances, analyzes data and submits program reports. Facilitates positive relationships between program team, agency partners and key stakeholders.

Staff Names, To be Determined, Heat Relief Workers 100% dedicated to Chandler
Annual Salaries $40,500; Benefits/Fringe: $8,958.60
6 PTEs @ $15 per hour X 25 hours per week X 18 weeks

Heat Relief workers monitor activities at the Day Center of participants and maintain continuous interaction with clients. These positions handle check in and out procedures, check bags, and document/keep records. Employees set up and team down equipment, stock and restock supplies for the Day Center, handle cleaning responsibilities and assist participants within limits in processing issues and problem solving. Successful candidates must be at least 21 years old, complete a background check, have a HS diploma/GED, have a valid driver's license with clean driving record, demonstrate a positive attitude and be able to work w/ vulnerable individuals with diverse backgrounds. They must have the ability to maintain professional boundaries and a nonjudgmental attitude. Additionally, Heat Relief works must be able to handle crisis/emergency services for the homeless using best practice approaches, crowd management and conflict resolution.

PROFESSIONAL EXPENSES

Off Duty Chandler Police officer
$73.57 per hour X 32 hours per week X 18 weeks= $ 42,376.32

PHONE/COMMUNICATIONS

Wireless phone expense-necessary for communication btw staff, staff to emergency responders or for clients to make necessary calls.
$210.00

CLIENT EXPENSES

Food expenses-Lunch is served 5 days per week in addition to snacks, historically the corps spends approximately $800 per week on food.
$14,560.00

DocuSign Envelope ID: E8AFDE22-E282-42C0-A8E5-46011558D516

INDIRECT COSTS

Support parent organization to coordinate activities relating to human resources, finance, and business.

$9,194.33

OTHER Utility

$8,750.00

OTHER Property Upkeep

$1,050.00

DocuSign Envelope ID: E8AFDE22-E282-42C0-A8E5-46011558D516

EXHIBIT C
INSURANCE

INSURANCE

General.

A. At the same time as execution of this Agreement, the Contractor shall furnish the 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 shall not be deemed to apply to required Workers' Compensation coverage.

B. The Contractor and any of its subcontractors shall 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.

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

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

E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor 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.

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form*. Contractor 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

DocuSign Envelope ID: E8AFDE22-E282-42C0-A8E5-46011558D516

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.

B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor'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.

C. *Workers Compensation and Employers Liability Insurance*: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor 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.

Additional Policy Provisions Required.

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

1. The Contractor's insurance must contain broad form contractual liability coverage.

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

3. The Contractor'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.

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

5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a

DocuSign Envelope ID: E8AFDE22-E282-42C0-A8E5-46011558D516

minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

7. If a Certificate of Insurance is submitted as verification of coverage, the 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.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.
2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall 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, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

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

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

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

DocuSign Envelope ID: E8AFDE22-E282-42C0-A8E5-46011558D516

EXHIBIT D
SPECIAL CONDITIONS

Contractor and Subcontractor Worker Background Screening. Contractor agrees that all contract workers and subcontractors (collectively "Contract Worker(s)") that Contractor furnishes to City under this Agreement will be subject to background and security checks and screening as set forth in this Section (collectively "Background Screening") at Contractor's sole cost and expense. As part of the Background Screening, Contractor must provide to a person designated by the City the name(s), address(es), and phone number(s) of all Contract Workers who will provide any services under this Agreement. All Contract Workers must comply with these Background Screening requirements. All Contract Workers must be able to provide proof of the legal right to work in the United States. The Background Screening provided by Contractor must comply with all applicable laws, rules, and regulations. Contractor further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety, and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of Contractor's services under this Agreement or Contractor's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers must take such other reasonable, prudent, and necessary measures to further preserve and protect public health, safety, and welfare when providing services under this Agreement.

Background Screening Requirements and Criteria. Before offering or scheduling any services under this Agreement, Contractor agrees that all Contract Workers, including the Contractor, if the Contractor is an individual or sole proprietorship, must have successfully passed a Background Screening in accordance with this Section. Contractor warrants that no person will be permitted to substitute for a Contract Worker who has satisfied the Background Screening requirements until the proposed substitute has also satisfied the Background Screening requirements in this Section. For review and approval, Contractor must submit to a person designated by the City proof of a completed Background Screening for each Contract Worker over the age of 18 performing services under this Agreement no fewer than two (2) weeks before the proposed start date of such Contract Worker's services. The Background Screening must have been completed within the 12-month period preceding the Contract Worker's start date under this Agreement and must include the results of a national criminal databased check with source verification, and a sex offender database search. A fingerprint clearance card may be required depending on the scope of work.

Additional City Rights Regarding Security Inquiries. In addition to the foregoing, City reserves the rights but not the obligations to: (1) have a Contract Worker be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4); (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and (4) object, at any time and for any reason, to a Contract Worker performing work (including supervision and oversight) under this Agreement.

DocuSign Envelope ID: E8AFDE22-E282-42C0-A8E5-46011558D516

Contractor Certification. By executing this Agreement, Contractor certifies that Contractor has read and understands the Background Screening requirements and criteria in this Section and will fully comply with such requirements. Contractor further certifies that any Background Screening information to be furnished to City related to Contractor or its Contract Workers will be complete, current, and accurate. A Contract Worker rejected for work under this Agreement will not be proposed to perform work under other City contracts or engagements without City's prior written approval.

Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts. Contractor must include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

Materiality of Background Screening Requirements: Indemnity. The Background Screening requirements of this Section are material to City's entry into this Agreement and any breach of this Section by Contractor will be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in this Agreement, Contractor must defend, indemnify, and hold harmless City for any and all Claims arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by Contractor or City for failure to satisfy this Section.

Continuing Duty, Audit. Contractor's obligations and requirements that Contract Workers satisfy this Background Screening Section will continue throughout the entire term of this Agreement. Contractor must notify City immediately of any change to a Background Screening of a Contract Worker previously accepted by City. Contractor must maintain all records and documents related to all Background Screenings and City reserves the right to audit Contractor's compliance with this Section under the terms of this Agreement.

DocuSign Envelope ID: E8AFDE22-E282-42C0-A8E5-46011558D516

EXHIBIT E
FUNDING SOURCE REQUIREMENTS

1. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

(a) The Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

2. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689):

a. A contract award must not be made to parties listed on the government wide Excluded Parties List System (EPLS) in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” The EPLS in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

b. The City may, by written notice to the Contractor, immediately terminate this Contract if the City determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. If the Contractor becomes suspended or debarred, the Contractor must immediately notify the City. Contractors must not make any award or permit any award (sub-recipient or vendor) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.

c. The Contractor certifies to the best of its knowledge and belief, that is and its subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

3. BYRD ANTI-LOBBYING CERTIFICATION (31 U.S.C. 1352):

DocuSign Envelope ID: E8AFDE22-E282-42C0-A8E5-46011558D516

In all contracts in excess of $100,000 the Contractor hereby certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

(2) Each Contractor tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization or influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

(3) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. Such disclosures are forwarded from tier to tier up to the non-Federal award.

4. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:

Applicable to all contracts in excess of $150,000. The Contractor will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the City, the U.S. Department of Housing and Urban Development, and the San Francisco Regional Office of the Environmental Protection Agency (EPA).

5. PROCUREMENT OF RECOVERED MATERIALS:

a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor must procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable time period; (2) fail to meet reasonable performance standards, which will be determined the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item, or (3) are only available at an unreasonable price.

b) Paragraph (a) of this clause will apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

6. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014):

a. This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

b. The Contractor must inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

c. The Contractor will insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

DocuSign Envelope ID: E8AFDE22-E282-42C0-A8E5-46011558D516

7. DRUG-FREE WORKPLACE ACT OF 1988:
The Contractor must comply with drug-free workplace requirements in Subpart B of 2 CFR § 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

8. ENERGY EFFICIENCY:
The Contractor will observe all mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq.).

9. PREFERENCE FOR DOMESTIC PROCUREMENT:
Pursuant to 2 C.F.R. 200.322, to the greatest extent practicable, Contractor will purchase, acquire, or use goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products).

10. EQUAL EMPLOYMENT OPPORTUNITY AND NONDISCRIMINATION (24 CFR 5.105):
The Contractor will carry out its responsibilities in compliance with the Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 *et seq.;* Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; the Civil Rights Act of 1964 and the Title VIII of the Civil Rights Act of 1968 in order to affirmatively further fair housing; Executive Order 11063, as amended by Executive Order 12259; Title VI of the Civil Rights Act of 1964 (42 USC 2000d) (nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 USC 6101-07) and implementing regulations at 24 CFR part 146; Section 504 of the Rehabilitation Act of 1973 (19 USC 794) and implementing regulations at 24 CFR part 8; Arizona Executive Order 2009-09, et seq., as amended, and Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).

11. MINIMUM WAGE REQUIREMENTS:
The Contractor warrants that it shall pay all of its employees who are engaged in either performing work or providing services under the terms of this Agreement not less than the minimum wage specified under Section 206(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201, et seq.), by law and regulation, and, as applicable, Executive Order 13658, as amended, and as specified by Arizona law.

12. RECOGNITION OF COUNTY SUPPORT:
The Contractor shall give recognition to the County and the funding source for its support when it publishes materials or releases public information that is paid for in whole or in part with funds received under this Agreement.

13. DISABILITY REQUIREMENTS:
The Contractor agrees that any electronic or information technology offered under this Agreement shall comply with A.R.S. §§41-2531 and 41-2532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

DocuSign Envelope ID: E8AFDE22-E282-42C0-A8E5-46011558D516

14. EQUAL EMPLOYMENT OPPORTUNITY:

(a) The Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin.

(b) The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex sexual identity, gender identity, or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

15. IMMIGRATION LAWS AND REGULATIONS (Federal Immigration and Nationality Act):

(a) The Contractor understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA). The Contractor agrees to comply with the IRCA in performing under this Agreement and to permit the City or Maricopa County to reasonably inspect personnel records to verify such compliance, to the extent required by law.

(b) By entering into this Agreement, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the City or Maricopa County upon request. These warranties shall remain in effect through the term of the Agreement. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

(c) The City or Maricopa County may request verification of compliance for any employee or subcontractor performing work under the Agreement. Should the City or Maricopa County suspect or find that the Partners or any of its subcontractors are not in compliance, then the City may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension or debarment (or both) of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor or their subcontractors.

CHANDLER arizona
Community of Innovation

City Council Memorandum **Police Memo No.** 23-017

Date: June 15, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Sean Duggan, Police Chief
From: Melanie Smith, Senior Management Analyst
Subject: Resolution No. 5673 Pertaining to the Acceptance and Approval of FY 2023 Anti-Human Trafficking Grant Fund Program from the Department of Emergency and Military Affairs

---

Proposed Motion:

Move City Council pass and adopt Resolution No. 5673 authorizing and approving the award of the FY 2023 Anti-Human Trafficking Fund Program from the Department of Emergency and Military Affairs in the amount of $499,480.00; and authorizing the Chief of Police, as designated by the City Manager, to conduct all negotiations and to execute and submit all documents necessary in connection with such grant.

Background/Discussion:

In 2015, the Chandler Police Department formed a Human Trafficking Unit (HTU) to investigate individuals and groups who engage in human trafficking, prostitution, child prostitution, luring a minor for sexual exploitation, pandering, illegal sexually oriented businesses, and massage parlor violations. In calendar year 2022, the HTU made or assisted in 48 arrests, investigated three health and safety violations, and conducted eight training sessions with community partners.

The Police Department has been awarded $499,480.00 from the Anti-Human Trafficking Grant Fund Program from the Arizona Department of Emergency and Military Affairs (DEMA). The award provides funds to the Police Department for programs, equipment and/or activities that reduce human trafficking. The Police Department applied for the funds to purchase investigative equipment and technology, conduct anti-human trafficking operations, and provide anti-human

trafficking training and awareness to members of the community. The grant funds will specifically be used in the areas of personnel wages and benefits for HTU staff as well as purchasing equipment and related supplies.

Financial Implications:

There are no City matching dollars required for this program.

Attachments

Resolution No 5673

IGA with DEMA and CPD

RESOLUTION NO. 5673

A RESOLUTION AUTHORIZING THE CITY OF CHANDLER, ARIZONA, AUTHORIZING AND APPROVING THE AWARD OF FY 2023 ANTI-HUMANTRAFFICKING GRANT FROM THE DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS (DEMA) GRANT PROGRAM IN THE AMOUNT OF $499,480.00

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

WHEREAS, the City of Chandler, through its Police Department, is interested in submitting projects to be considered for funding in the form of reimbursable grants from the Department of Emergency and Military Affairs;

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

Section I. THAT approval is granted for the City of Chandler to accept the grant award from DEMA.

Section II. THAT the City Manager is authorized to sign the Agreement and the Chief of Police is appointed agent for the City of Chandler, to administer, execute, and submit all documents and any other necessary instruments in connection with said program.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of June 2023.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5673 was duly passed and adopted by the City Council of Chandler, Arizona, at a regular meeting held on the _____ day of June 2023.

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY EPW

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700

Katie Hobbs
GOVERNOR

Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

Agreement Type: Agreement
M23-0014

Effective Date: October 1, 2022
Termination Date: December 31, 2025

Agreement Title: City of Chandler, FY 2023 Anti-Human Trafficking Grant Fund Program, Laws 2022 Chapter 313, Section 110.3(b).

CITY OF CHANDLER AGREEMENT ADMINISTRATORS	DEMA AGREEMENT ADMINISTRATOR
The City of Chandler 175 South Arizona Avenue, Chandler, AZ 85225 Contact Name: Joshua Wright, City Manager Phone Number: (480) 782-2210 Email: Joshua.Wright@chandleraz.gov Chandler Police Department 250 East Chicago Street Chandler, AZ 85225 Mail To: PO Box 4008, Mail Stop 303 Chandler, AZ 85244-4008 Contact Name: Melanie Smith, Police Planning & Research Analyst Phone Number: (480) 782-4085 Email: Melanie.Smith@chandleraz.gov	Arizona Department of Emergency and Military Affairs 5645 East McDowell Road, Bldg. M5800 Phoenix, AZ 85008 Contact Name: Kyle Matthew, Chief Procurement Officer Phone Number: (602) 464-6491 Email: Kyle.Matthew@azdema.gov

THIS AGREEMENT, (hereinafter referred to as "Agreement") is between the **STATE OF ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS** [hereinafter referred to as "DEMA", a "budget unit" as defined in A.R.S. § 35-101 authorized to contract pursuant to A.R.S. § 26-102] and **THE CITY OF CHANDLER** and the **CHANDLER POLICE DEPARTMENT** [hereinafter referred to together as "City", authorized to contract pursuant to A.R.S. § 9-241]. The purpose of this Agreement is to establish the process for oversight of activities conducted by the City and reimbursed by DEMA pursuant to Appropriation Legislation 2022-2023, approved by the Governor on June 28, 2022, and authorized in accordance with Laws 2021 Chapter 408, Section 106 to distribute to the City for the purposes outlined in Section 26-106, Arizona Revised Statutes.

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700

Katie Hobbs
GOVERNOR

Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

IN WITNESS WHEREOF, the Parties hereto agree to carry out the terms of this Agreement

Executed this day by the duly authorized officer of the Eligible Entity:

The City of Chandler	Arizona Department of Emergency and Military Affairs
Signature	**Signature**
Printed Name **Joshua Wright**	**Printed Name** **Major General Kerry L. Muehlenbeck**
Title **City Manager** **Date _____**	**Title** **The Adjutant General** **The above referenced Agreement is hereby executed this** **_____Day of_____, 20_____**

Chandler Police Department
Signature
Printed Name **Sean Duggan**
Title **Chief of Police** **Date _____**

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700

Katie Hobbs
GOVERNOR

Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

AGREEMENT TERMS

1. Recitals: The purpose of this Agreement is to define the terms under which DEMA will provide funds to the City for programs, equipment, and/or activities that reduce human trafficking and that comply with Section 26-106, Arizona Revised Statutes, conducted by the City to be reimbursed by DEMA.

2. Definitions: The Parties agree to expeditiously initiate and complete the Scope of Work under this Agreement. The Parties warrant, represent and agree that they, their employees, and representatives will comply with all applicable provisions provided herein. The following definitions shall apply to the terms used in this Agreement, except where the context necessarily requires otherwise.

2.1. "A.R.S." means Arizona Revised Statutes.

2.2. "Agreement" means the terms and conditions of this Agreement between the State of Arizona Department of Emergency Management and Military Affairs (STATE) and The City of Chandler and the Chandler Police Department together (The City), and its addendums: Scope of Work, (Addendum A), Price Sheet (Addendum B), and Budget and Justification (Addendum C), constitute the entire Agreement between the Parties and supersede other understandings, oral or written.

2.3. "City" means The City of Chandler and the Chandler Police Department together, unless context requires that they be treated as separate entities. Unless treated as separate entities, The City of Chandler and the Chandler Police Department shall be treated as a single Party to this Agreement, and shall jointly have, exercise, and be responsible for the same rights and obligations under this Agreement.

2.4 "FY" means State Fiscal Year.

2.5. "Party" and/or "Parties" means DEMA and/or the City of Chandler.

2.6. "Project" means activities conducted within Scope of Work and from Border Security funds.

2.7. "State" means the State of Arizona.

3. Access to Information: Subject to statutory confidentiality requirements of the State of Arizona, the Parties to this Agreement shall have full, complete, and equal access to data and information prepared under this Agreement on a no-charge basis.

4. Amendment: This Agreement, excluding Addendums, may be modified only by written Amendment signed and dated by authorized representatives of each signatory (treating The City of Chandler and the Chandler Police Department as separate signatories for this purpose) to this Agreement. Amendments to this Agreement shall be executed with the same formalities as this Agreement and become effective upon the dated signature of the last signatory (again, treating The City of Chandler and the Chandler Police Department as separate signatories for this purpose). Executed copies of any Amendment shall be provided to each signatory.

4.1. Addendum Amendments: Addendums to this Agreement may be amended or modified, as necessary, only by the Parties' authorized contracting and procurement officers.

5. Budget: The amount of $499,480.00 was appropriated in FY2023 and transferred to the Border Security Fund for deposit in the Anti-Human Trafficking Grant Fund effective October 1, 2022. DEMA shall make payment for services or reimbursement

within thirty (30) days after receipt of valid invoices and supporting documentation from the City. Payments shall be made by electronic funds transfer in lieu of a State warrant whenever possible. Funds provided by DEMA to the City under this Agreement shall be used only for the purposes identified in this Agreement. Funds provided by DEMA to the City under this Agreement shall not be used to supplant Federal, State, County or local funds that would otherwise be available to the City for the purposes identified in this Agreement and shall be used to supplement funds already available to the City for the purposes identified in this Agreement.

6. Non-Availability of Funds: Pursuant to A.R.S. § 35-154(A), every payment obligation under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either Party at the end of the period for which funds are available. No liability shall accrue to either Party in the event this provision is exercised, and the Parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

7. Payment Mechanism: Payments shall be made within thirty (30) days after receipt of a valid invoice and supporting documentation from the City.

8. Conflict Resolution Procedures:

8.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

8.2. In the event of any judicial proceeding related to this Agreement the Parties agree that venue shall be proper in Maricopa County, Arizona.

8.3. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

9. Assignment: Neither Party may assign rights hereunder without the other Party's express, written, prior consent.

10. Conflict of Interest: Either Party may cancel this Agreement for conflict of interest in accordance with the termination terms of this Agreement, without penalty or further obligation, pursuant to A.R.S. § 38-511.

11. Agreement Term: The term of this Agreement shall be from October 1, 2022, December 31, 2025.

12. Effective Date: This Agreement shall become effective upon the date of the last signatory’s signature

13. Notices, Correspondence, Reports:

13.1. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following persons at the following addresses: Notices and correspondence (except for correspondence relating to the execution of the Agreement, clarification of this Agreement, and Amendments to this Agreement) shall be sent to:

For The City of Chandler:	For DEMA:
Name: Melanie Smith	**Name: Darlene Quihuis**
Title: Police Planning & Research Analyst	**Title: Assistant Director**
Phone: (480) 782-4085	**Phone: (602) 464-6454**
Email: Melanie.Smith@chandleraz.gov	**Email: Darlene.Quihuis@azdema.gov**

13.2. Correspondence relating to the execution of the Agreement, clarification of this Agreement, and Amendments to this Agreement shall be sent to:

For The City of Chandler:	For DEMA:
Name: Shawn Hancock	**Name: Kyle A. Matthew**
Title: Lieutenant	**Title: Chief Procurement Officer**
Address: PO Box 4008, Mail Stop 303, Chandler, AZ 85244-4008	**Address: 5645 East McDowell Road, Building M5800, Phoenix AZ 85008**
Phone: (480) 782-4403	**Phone: (602) 464-6491**
Email: Shawn.Hancock@chandleraz.gov	**Email: Kyle.Matthew@azdema.gov**

13.3 Reports and deliverables shall be sent in accordance with the Scope of Work, Reporting Requirement & Deliverables.

13.4. Either Party to this Agreement may designate a new contact by delivering written notice to all other signatories in accordance with these notice requirements.

14. Ownership of Information: Both Parties retain title to all documents, reports, data, and other materials prepared as a part of the Project. DEMA and The City shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all information prepared under this Agreement.

15. Project Review: It is the responsibility of the City to coordinate with DEMA regarding the progress of the Project as defined in the Scope of Work and related attachments. DEMA may request in writing, at its discretion, written progress updates, which the City shall provide to DEMA within 15 calendar days of DEMA's request.

16. Severability: The provisions of this Agreement are severable to the extent that any provision or application to be invalid shall not affect any other provision or application of the Agreement, which shall remain in effect without the invalid provision or application.

17. Termination:

17.1. DEMA or the City may terminate this Agreement at any time, with or without cause, after giving 30 days written notice of termination to the City or DEMA, as appropriate. The notice shall specify the effective date of termination. Any deviation or failure to comply with the purposes and/or conditions of this Agreement by the City without written permission from DEMA may constitute cause for DEMA to terminate this Agreement.

17.2. In the event the Agreement is terminated, the City shall deliver all financial and programmatic records, supporting documents, statistical records, electronic data, and other related records. All records and documents of both Parties shall be maintained and available for access in accordance with A.R.S. §§ 35-214, 39-101, 41-151 and any other State or local rule or regulation. Repayment to DEMA of a portion or full payment received by the City may be required.

17.3. Upon notice of termination of this Agreement, the Parties will cooperate and work diligently to prepare a transition plan to include a transition schedule and circumstances for transfer of deliverables including, but not limited to, records, funds (both unexpended and any previously expended funds that may have been spent in violation of the purposes and conditions of this Agreement), and compliance with closing auditing requirements to be performed at the City's expense.

18. Indemnification: Each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Parties (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona is self-insured per A.R.S. § 41-621.

In addition, should the City utilize contractor(s), the City's contract with each such contractor shall (a) include the following language: (b) require that the following language be included by the contractor in all its subcontracts; and (c) require the contractor to require all its subcontractors include the following language in their contracts with all of their subcontractors:

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

19. E-Verify: To comply with A.R.S. § 41-4401(A), each Party hereby warrants its compliance with federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either Party uses contractors in performance of this Agreement, the contractors shall warrant their compliance with federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. Each Party retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Agreement to ensure that the contractor or subcontractor is complying with this warranty.

20. Waiver: The waiver or failure to enforce any provision of this Agreement will not operate as a waiver of any future breach of any such provision or any other provision hereof.

21. Non-Discrimination: Pursuant to Title 41, Chapter 9, Article 4 of the A.R.S. and Executive Order 2009-09, the City shall provide access to equal employment opportunities for all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, and to all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are treated without regard to race, age, color, religion, sex, or national origin and in compliance with the Americans with Disabilities Act.

22. Implied Consent Terms: Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated in it.

23. Record Keeping Requirements: Pursuant to A.R.S. §§ 35-214 and 35-215, the Parties shall retain all data, books, accounts and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement, after any litigation, claim, negotiation, audit, cost recovery, or action involving the records has been completed or from the date of complete resolution of any dispute and any applicable appeals, unless a longer period is required by statute or rule. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, either Party shall produce the original of any or all such records.

24. Lobbying: Upon signature of this Agreement, the City shall disclose all lobbying activities to DEMA to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. The City shall implement and maintain adequate controls to ensure that monies paid this Agreement shall not be used for lobbying.

23. Antitrust Recovery: The City assigns to DEMA any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the City toward fulfillment of this Agreement.

24. Compliance with Laws. The City agrees to comply with all state and local laws and regulations applicable to the terms and conditions of this Agreement including but not limited to State of Arizona Accounting Manual (SAAM) and State and local procurement codes; whichever is more restrictive will apply.

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700

Katie Hobbs
GOVERNOR

Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

ADDENDUM A
SCOPE OF WORK

1. **Project Title:** The City of Chandler, FY 2023 Anti-Human Trafficking Grant Fund Program.

2. **Project Timeline:** October 1, 2022 to December 31, 2025.

3. **Purpose:**

   a. Reimburse The City of Chandler for costs associated with programs, equipment and/or activities that reduce human trafficking, and that comply with the requirements prescribed in Section 26-106 Arizona Revised Statutes.

4. **Tasks:**

   a. Hire, train, equip and reimburse Chandler PD Detectives as necessary to fully staff the Human Trafficking Unit (HTU). Reimburse dedicated overtime costs and fringe benefits to combat human trafficking.
   b. Purchase supplies and equipment in accordance with the DEMA-approved budget. Copies of all contracts to be provided to DEMA upon request.

5. **Cost**
   a. Not to exceed $499,480.00**.**

6. **Reporting Requirements and Deliverables:**

Timeframe	Deliverable	Description	Due Date	Send To:
Quarterly	Financial Expenditure Report	Provide an accurate and detailed expenditure report with backup documentation. **Period of Performance**: **Qtr. 1:** July 1 – Sept. 30 **Qtr. 2:** Oct.1 – Dec.31 **Qtr. 3:** Jan.1 - March 31 **Qtr. 4:** April 1 - June 30	**Qtr. 1:** Oct. 15 **Qtr. 2:** Jan. 15 **Qtr. 3:** April 15 **Qtr. 4**: July 15 In the event that the 15th falls on a weekend or holiday, it is due the next business day.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov

Timeframe	Deliverable	Description	Due Date	Send To:
Final	Financial Summary Report	Provide an accurate and detailed expenditure financial summary report of project period.	Due 30 Days after the end of the period of performance or completion of the Project.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov
Quarterly	Programmatic Report	Provide a progress report of all Border Security Fund activities & metrics by the jurisdiction during the reporting period. **Period of Performance**: **Qtr. 1:** July 1 – Sept. 30 **Qtr. 2:** Oct.1 – Dec.31 **Qtr. 3:** Jan.1 - March 31 **Qtr. 4:** April 1 - June 30	**Qtr. 1:** Oct. 15 **Qtr. 2:** Jan. 15 **Qtr. 3:** April 15 **Qtr. 4**: July 15 In the event that the 15th falls on a weekend or holiday, it is due the next business day.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov
Final	Programmatic Report	Provide a final report to include a summary narrative of annual accomplishments and metrics.	Due 30 Days after the end of the period of performance or completion of the Project.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov

7. Additional Requirements:

a. Ensure all procurement of goods and services are following established applicable procurement law and the City's written policies and procedures. All procurement transactions shall be conducted in a manner to provide to the maximum extent practical, open, and free competition.

b. All Border Security funds must be accounted for by the City in writing and in compliance with the State of Arizona Accounting Manual (SAAM), available at https://gao.az.gov/publications/saam.

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700

Katie Hobbs
GOVERNOR

Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

ADDENDUM B
PRICE SHEET

Budget October 1, 2022, to December 31, 2025

ACCOUNT CLASSIFICATION	**AMOUNT**
Personnel	$144,925.00
Fringe	$80,075.00
Travel (Not Applicable)	$0
Equipment	$237,500.00
Supplies	$36,980.00
Contractual (Not Applicable)	$0
Other (Not Applicable)	$0
Total Direct Costs	**$499,480.00**
Administration (Not applicable)	$0
TOTAL (Not to Exceed)	**$499,480.00**

With prior written approval, the City is authorized to transfer up to a maximum of 10% of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding 10% or to a non-funded line item shall require a DEMA review and amendment to the Price Sheet, Addendum B.

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700

Katie Hobbs
GOVERNOR

Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

ADDENDUM C
BUDGET AND JUSTIFICATION
October 1, 2022, to December 31, 2025

A. Personnel:

Position (1)	Name (2)	Annual Salary/Rate (3)	Level of Effort (5)	Total Salary (6)
Special Investigations Lieutenant (Overtime)	TBD	$104.42/hour	50%	$144,925.00 (Until expended)
First Line Supervisor, Sergeant (Overtime)	TBD	$91.11/hour	100%	
Detective Investigator (Overtime)	TBD	$70.50/hour	100%	
Technical Surveillance Detective (Overtime)	TBD	$70.50/hour	100%	
Technical Surveillance Detective (Overtime)	TBD	$70.50/hour	100%	
Detective (Overtime)	TBD	Varies	Varies	
Detective (Overtime)	TBD	Varies	Varies	
Detective (Overtime)	TBD	Varies	Varies	

TOTAL PERSONNEL COST	**$144,925.00**

JUSTIFICATION:

Chandler Police Department's Human Trafficking Unit (HTU) is structured to allow for one sergeant and three detectives whose sole focus is to identify, investigate, and arrest perpetrators involved in human trafficking and other related sex crimes. In recent years, due to patrol staffing needs, the HTU's staffing was reduced to one sergeant and one detective. The ability to conduct complex investigations with the reduced staffing has been greatly hindered for

nearly three years. Chandler Police Department recognizes that offenders need to be detained and values the safety of the community and has authorized to hire additional officers to increase the staffing in HTU.

Overtime funds will only be used to pay personnel to work human trafficking operations in addition to their normally scheduled primary duties and to augment vacant HTU detectives when conducting investigations. These investigations and operations are planned on an ongoing basis when sufficient personnel are available.

Due to a recent decrease in the officers on staff with Chandler Police Department, overtime costs are to be reimbursed up to but not exceeding $144,925.00. Overtime rates will be reimbursed to Chandler PD personnel at 1.5 their respective hourly rates, which will vary depending on years of service, experience, rank, and other factors.

Special Investigations Lieutenant

This funding will provide overtime pay to the Chandler Police Department (CPD) Special Investigations Lieutenant. This role oversees all activities and operations of the Special Investigations Section, including Human Trafficking and Technical Surveillance units.

Sergeant

This funding will provide overtime pay to the CPD Sergeant. This role acts as the first line supervisor of personnel assigned to the Human Trafficking and Technical Surveillance units.

Detective(s)

Initiates, receives, and investigates all cases related to Human Trafficking and other related sex crimes.

Technical Surveillance Detectives

Responsible for providing, setting up, operating, repairing and the maintenance of surveillance technology resources.

B. <u>Fringe Benefits:</u>

Position (1)	Name (2)	Rate (3)	Total Salary (5)	Total Fringe (6)
Special Investigations Lieutenant	TBD	0.5510	Varies	Varies
Special Investigations Supervisor	TBD	0.5510	Varies	Varies

Position (1)	Name (2)	Rate (3)	Total Salary (5)	Total Fringe (6)
Special Investigations Detective	TBD	0.5510	Varies	Varies

TOTAL FRINGE COST	**$80,075.00**

JUSTIFICATION:

Fringe Category	Rate
Retirement	$65,152.00
Deferred Compensation	$2,899.00
Workers Compensation	$716.00
Social Security	$11,308.00
Total	$80,075.00

C. Travel: Not Applicable

D. Equipment (Over $5,000 per item):

Item(s) (1)	Quantity (2)	Amount (3)	% Charged (4)	Total Cost (5)
Anatomically correct juvenile doll and clothing	1	$20,000.00	100%	$20,000.00
External Covert camera-Pole Cam	4	$20,000.00	100%	$80,000.00
DJI M30-t Unmanned Aerial Surveillance Drone	2	$15,000.00	100%	$30,000.00
Apple MacBook Pro Laptop	1	$5,000.00	100%	$5,000.00
RF Bug Repeater	1	$5,000.00	100%	$5,000.00

Katie Hobbs
GOVERNOR

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700

Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

Item(s) (1)	Quantity (2)	Amount (3)	% Charged (4)	Total Cost (5)
HDMI Streaming Device	2	$6,250.00	100%	$12,500.00
Encoding Hardware	10	$5,200.00	100%	$52,000.00
PTZ All-in-One Camera and Modem	2	$6,500.00	100%	$13,000.00
Digital currency fund	1	$5,000.00	100%	$5,000.00
Funds for service for burner phones	1	$5,000.00	100%	$5,000.00
Covert on-body audio/video recorder	1	$10,000.00	100%	$10,000.00

TOTAL EQUIPMENT COST	**$237,500.00**

JUSTIFICATION:

Anatomically Correct Doll and Clothing: Used for forensic interviewing victims of child sex trafficking.

External Covert Pole Camera: For remote surveillance of a designated area.

Unmanned Aerial Surveillance Drone: For monitoring and covering open-air operations safely.

Mac Book Pro: For audio and video editing.

RF Bug Repeater: extended range on officer safety monitoring tools.

HDMI Streaming Device: allows for streaming of video for cover of open-air operations.

Encoding Hardware: Better quality video streaming for evidence collection.

PTZ All-in-one camera/modem: Versatile deployment of covert cameras.

Digital Currency Fund: For purchasing apps and paying for escort services and memberships.

Burner phones and service: prepaid service cards, not traceable back to law enforcement.

Covert on-body audio/video recorder: To monitor undercover officers and record, collect evidence and increase officer safety.

E. <u>Supplies: (Items Costing Less Than $5,000.00 per unit):</u>

Item(s) (1)	Rate (2)	Cost (3)
Edge Recording SD Cards	$50.00 x 15	$750.00
Burner phone for undercover chat operations	$1,000.00 x 1	$1,000.00
Watec Camera Lens	$1,200.00 x 1	$1,200.00
Watec Low-Light Cameras	$910.00 x 2	$1,820.00
Camera Lenses for Milestone	$250.00 x 20	$5,000.00
Nuance Dragon Dictation Software Subscription	$500.00 x 1	$500.00
Snapmaker 3D Printer Enclosure	$600.00 x 1	$600.00
RF Bug Transmitter	$3,200.00 x 2	$6,400.00
Binoculars	$300.00 x 4	$1,200.00
Nikon D3500 DSLR Camera kit	$1,200.00 x 4	$4,800.00
AutoDesk Fusion 360 3D Modeling & CAD 3-year software subscription	$1,555.00 x 2	$3,110.00
Adobe Acrobat 3-year software subscription	$1,500.00 x 2	$3,000.00
Internal Covert Camera	$350.00 x 6	$2,100.00
Apple iPad	$1,000.00 x 4	$4,000.00
Apple iPad Mini	$750.00 x 2	$1,500.00

TOTAL SUPPLIES CHARGES	**$36,980.00**

JUSTIFICATION:

Edge Recording SD Cards: Evidence recording.

Burner phone: For undercover chat operations. Cost includes phone applications used to communicate with predators and suspects.

Lenses for Watec Cameras: Long-range surveillance.

Watec Low-Light Cameras: Surveillance in dark environments, vehicles, etc.

Additional Camera Licenses for Milestone: Support system for new surveillance tools.

Dragon Dictation Software: For on-the-fly note taking and report writing.

Snapmaker Enclosure: 3D printer accessory for making enclosures for cameras.

RF Bug Transmitter: Covert monitoring tool and officer safety for undercover officers and informants.

Binoculars: Surveillance tool.

Nikon D3500 Camera Kit: surveillance photo capabilities.

AutoDesk Fusion 3-year Subscription: design software for 3D printer.

Adobe 3-year Subscription: for form creation, photo and video editing.

Small internal covert camera: for building hidden cameras.

Apple iPad: Surveillance monitors for detectives, Milestone monitor, CovertTrack, etc.

Apple iPad Mini: Surveillance monitor for hotel operations.

F. <u>Contractual:</u> Not Applicable

G. <u>Other:</u> Not Applicable

H. <u>Total Direct Charges:</u>

TOTAL DIRECT CHARGES	**$499,480.00**

I. <u>Administration:</u> Not Applicable

J. <u>Total Project Costs:</u>

TOTAL REQUEST- TOTAL PROJECT COSTS (Sum of Total Direct Costs and Admin Costs)	**$499,480.00**

JUSTIFICATION:

In 2015, Chandler Police Department formed the Human Trafficking Unit (HTU) to investigate individuals and groups who engage in human trafficking, prostitution, child prostitution, luring a minor for sexual exploitation, pandering, illegal sexually oriented businesses, and massage parlor violations.

The HTU is structured to include one sergeant and three detectives whose sole focus is to identify, investigate, and arrest perpetrators involved in human sex trafficking and other related sex crimes. Chandler Police Department, like many others, has faced seemingly insurmountable staffing challenges since the beginning of 2020. As CPD was forced to focus on core police patrol services, the HTU's staffing was reduced to one sergeant and one detective. The ability to conduct complex investigations including human trafficking investigations has been greatly hindered by reduced staffing for nearly three years. Chandler Police Department recognizes the safety and value to the community by providing these services and has been authorized to hire additional officers. This presents its own challenge of identifying qualified applicants and getting them through the academy and field training prior to being solo capable. This process usually takes about one year to complete.

CPD will utilize the funds in this Budget to pay current HTU personnel's overtime salary and fringe, to continue operations and investigations until the unit can be fully staffed. Additionally, there are several officers and detectives who have been identified to assist in the effort but are currently unable to flex their schedule due to primary job responsibilities. Providing overtime and fringe funding will allow CPD to pay for staff to conduct quality, complex operations and investigations.

There are several Federal and State criminal offenses covered under the scope of the Human Sex Trafficking umbrella. Victims include children who require specific equipment for investigations. Technology advances rapidly and sex traffickers, pimps, and predators are well versed in the use of a variety of platforms to conduct illegal activities and to move and conceal monetary transactions and profits from law enforcement. Next, CPD will utilize funds in this budget to acquire equipment and supplies to conduct safe and successful operations.

Most human trafficking crimes originate through online systems and applications on the dark web. To effectively combat these appalling crimes and bring offenders to justice, law enforcement must use advanced tools and equipment. To be effective and provide safety for all persons involved, it is imperative that law enforcement be armed with sophisticated technology and surveillance equipment.

Chandler Police Department will conduct identification, apprehension, and rescue operations with these funds. These operations include:

- Predator operations: sexual predators exploiting children for sex.
- Buyer operations: illegal sex crimes.
- Victim rescue operations: identify and provide services to sex workers being controlled and trafficked.

Chandler Police Department tracks and maintains statistics/data of its personnel, equipment, and technology mentioned in this budget to provide facts-based data and metrics to demonstrate progress with respect to the Anti Human Trafficking grant fund under House Bill 2862.

Funds will provide state-of-the-art technology and personnel overtime funding that will enable Chandler Police Department to effectively remove serious and violent criminal sex trafficking offenders from the community.

K. BUDGET SUMMARY:

Category	Year 1	Year 2*	Year 3*	Total Project Costs
Personnel	$72,462.50	$72,462.50		$144,925.00
Fringe	$40,037.50	$40,037.50		$80,075.00
Travel				
Equipment	$118,750.00	$118,750.00		$237,500.00
Supplies	$18,490.00	$18,490.00		$36,980.00
Contractual				
Other				

Katie Hobbs
GOVERNOR

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700

Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

Category	Year 1	Year 2*	Year 3*	Total Project Costs
Total Direct Charges	$249,740.00	$249,740.00		$499,480.00
Administration				
Total Project Costs	**$249,740.00**	**$249,740.00**		**$499,480.00**

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** RE23-052

Date: June 15, 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: Introduction of Ordinance No. 5052 Declaring Certain Real Property as No Longer Necessary for Use as a Public Roadway

Proposed Motion:

Move City Council introduce and tentatively adopt Ordinance No. 5052 declaring certain real property as no longer necessary for use as a public roadway; vacating the roadway located north and west of lots 586 through 594 in the Colonia Coronita Unit Four subdivision; quitclaiming any remaining City interest in the vacated roadway to the abutting private property owners of lots 586 through 594; and authorizing the execution of all documents necessary to complete the abandonment and quitclaim.

Background:

The owners of lots 586 through 594 in the Colonia Coronita Unit Four subdivision (the “Owners”), recorded in Book 272, Page 31, of the Maricopa County Records, signed a Petition to Vacate Alley requesting the City to vacate the alley, hereinafter referred to as the “Roadway,” that abuts their property, as it no longer serves a public purpose and its vacation will not be detrimental to the general public interest. The property in question is roughly located east of the intersection of Cooper and Frye roads. The Roadway abuts a City park on one side and the Owners’ properties on the other side. In signing the Petition to Vacate Alley, the Owners agreed and consented to pay all costs and assume all liability associated with ownership, security, and maintenance of the Roadway and the adjoining walls that face the alley. The Owners intend on gating the Roadway to eliminate traffic, graffiti, dumping, and other activities that currently interfere with their quiet

enjoyment of their properties and peace of mind.

Staff checked with City and private utilities in the area and received no objections to the proposed vacation. If the Roadway is subject to any easements or encumbrances, the City will have no responsibility or role in resolving such concerns. The vacation will be without compensation to the City as the Owners have agreed and consented to pay all costs and assume all liability associated with ownership, security, and maintenance of the Roadway.

Because the Roadway abuts City property on one side, the statutory vacation process would cause title of the abutting Roadway, up to the center line, to vest in the City. Therefore, in conjunction with the abandonment, the City must quitclaim any remaining ownership interest to the Owners to ensure that title to entire Roadway vests in the Owners.

Attachments

Location Map

Ordinance No. 5052

Exhibits A & B

CHANDLER arizona

ORDINANCE NO. 5052

AUTHORIZING THE VACATING OF THE ROADWAY LOCATED NORTH AND WEST OF LOTS 586 THROUGH 594 IN THE COLONIA CORONITA UNIT FOUR SUBDIVISION RECORDED IN BOOK 272, PAGE 31

MEMO NO. RE23-052

ORDINANCE NO. 5052

PROPOSED ROADWAY VACATION

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcGISPro_Shared\Map Requests\Real Estate\2023\Proposed Alley Vacation Lots 586-594\Proposed Alley Vacation Lots 586-594\Proposed Alley Vacation Lots 586-594.aprx 5/17/2023 MaricelaH

ORDINANCE NO. 5052

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER ARIZONA, DECLARING CERTAIN REAL PROPERTY AS NO LONGER NECESSARY FOR USE AS A PUBLIC ROADWAY; VACATING THE ROADWAY LOCATED NORTH AND WEST OF LOTS 586 THROUGH 594 IN THE COLONIA CORONITA UNIT FOUR SUBDIVISION; QUITCLAIMING ANY REMAINING CITY INTEREST IN THE VACATED ROADWAY TO THE ABUTTING PRIVATE PROPERTY OWNERS OF LOTS 586 THROUGH 594; AND AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY TO COMPLETE THE ABANDONMENT AND QUITCLAIM.

WHEREAS, A.R.S. § 28-7201 *et seq*., provides for the disposition of unnecessary public roadways which includes all or part of a platted or designated public street, highway, alley, lane, parkway, avenue, road, sidewalk or other public way, whether or not it has been used as such; and

WHEREAS, A.R.S. § 28-7205 specifically provides for the vacating of unnecessary public roadway so as to allow title to vest according to law; and

WHEREAS, the owners of lots 586 through 594 in the Colonia Coronita Unit Four subdivision recorded in book 272, page 31 (the "Owners") signed a Petition to Vacate Alley requesting the City to vacate the alley, hereinafter referred to as the "Roadway," that abuts their property for the reason that it no longer serves a public purpose and that its vacation will not be detrimental to the general interest; and

WHEREAS, by signing the Petition to Vacate Alley, the Owners agreed and consented to paying all costs, consideration and assume all liability associated with ownership, security and maintenance of the Roadway and the adjoining walls facing the alley; and

WHEREAS, the Roadway located north and west of lots 586 through 594 in the Colonia Coronita Unit Four subdivision, which is more fully described in Exhibit "A" and "B", attached hereto and incorporated herein by reference, is no longer needed as public roadway; and

WHEREAS, City property abuts the Roadway on the west and north sides, necessitating that the City, as an abutting property owner that would statutorily take title to a portion of the vacated Roadway, quitclaim any remaining ownership interest in the Roadway after vacation so that title to the entire Roadway can vest in the Owners.

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

Section 1. The Roadway described in Exhibit "A" is determined to be no longer necessary for public use as Roadway.

Section 2. The Roadway is hereby vacated so that title thereto is vested in the owner of the land abutting the Roadway or as otherwise provided by law pursuant to the provisions of A.R.S. § 28-1902(A), subject to the same encumbrances, liens, limitations, restrictions and estates as exist on the land to which it accrues.

Section 3. The vacating of the Roadway is not intended and is not deemed to vacate or extinguish any rights-of-way or easements for existing water, sewer, gas or similar pipelines and appurtenances, and for existing canals, laterals or ditches and appurtenances, and for electric, telephone and similar lines and appurtenances, and the same, if there are any, shall continue as they existed prior to the vacating of the Roadway pursuant to this Ordinance, and if any conflicts or concerns should arise, the City will have no responsibility or role in resolving such conflicts or concerns.

Section 4. Any remaining ownership interest that the City may have in the vacated Roadway is hereby quitclaimed to Owners, subject to any encumbrances, liens, limitations, restrictions and estates as exist in the Roadway, so that title may vest in the same manner described in A.R.S. § 28-7205 except that the Owners will take to the opposite boundary line of the Roadway rather than stopping at the center of the Roadway.

Section 5. The action taken pursuant to this Ordinance is done solely to dispose of the City of Chandler's interest, if any, in the Roadway, subject to the terms and conditions stated in this Ordinance and to any easements reserved herein by the City, and the City of Chandler does not warrant, either expressly or by implication, that it holds title or any other interest in the Roadway.

Section 6. The City will vacate the Roadway described in Exhibit "A" and "B" and quitclaim any remaining ownership interest, without compensation, as Owners have agreed and consented to pay all costs, consideration and assume all liability associated with ownership, security and maintenance of the Roadway as required by A.R.S. § 28-7215(B).

Section 7. The Mayor of the City of Chandler, Arizona, is hereby authorized to sign, on behalf of the City, this Ordinance and all other documents required and necessary to complete the abandonment and vacation of the Roadway and the quitclaim to Owners of any remaining ownership interest in the Roadway.

Section 8. The City Clerk is directed to cause this Ordinance No. 5052 to be recorded in the office of the Maricopa County Recorder as directed by the Chandler City Attorney, but in no event earlier than thirty (30) days following the date that this Ordinance No. 5052 is passed and adopted. The vacation and quitclaim of the Roadway shall take effect upon recordation of this Ordinance No. 5052.

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 Mayor and 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. 5052 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

Published in the Arizona Republic on:

EXHIBIT “A”
(Legal Description)

EXHIBIT “B”
(Drawing)

LEGAL DESCRIPTION

DESCRIPTION

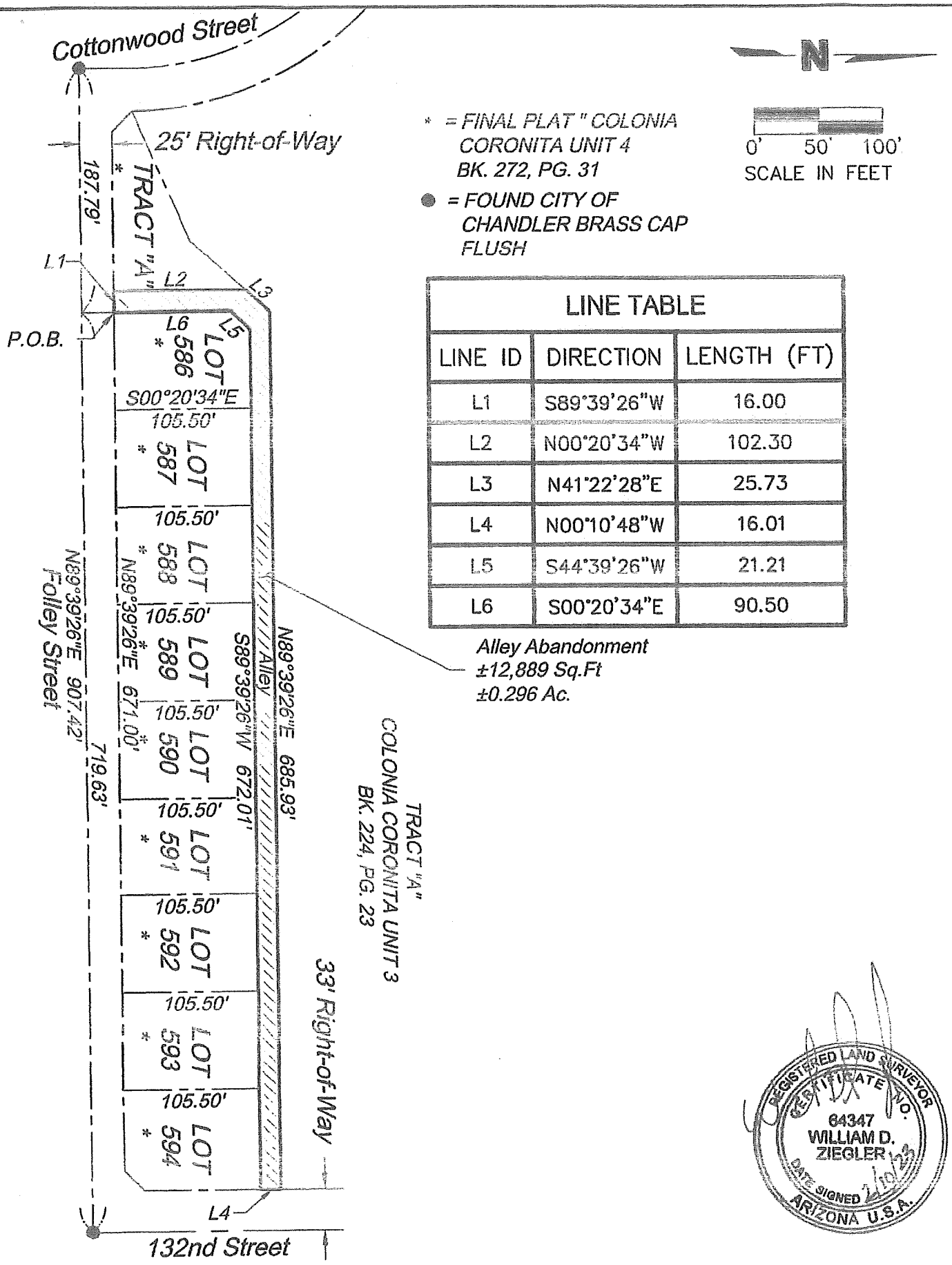
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CHANDLER, IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

A 16 foot wide Alley located along the Northerly and Westerly boundary lines of Lots 586 through 594 of the Final Plat of "Colonia Coronita Unit Four", according to Book 272, Page 31, of Maricopa County Records, and more particularly described as follows:

BEGINNING is at the Southwest corner of said Lot 586, also being the Southeast Corner of said 16 foot wide Alley;
THENCE South 89°39'26" West along the Northerly Right-of-Way of Folley Street as shown upon said Final Plat, a distance of 16.00 feet to a point marking the Southwest corner of said Alley, also marking the Southeast corner of Tract "A" of said Final Plat;
THENCE North 00°20'34" West along the Westerly boundary line of said Alley, a distance of 102.30 feet to a point marking a corner of said Alley, also marking the Northeast corner of said Tract "A";
THENCE North 41°22'28" East along the Northwesterly boundary line of said Alley, a distance of 25.73 feet to a point marking a corner of said Alley, also marking the Northwesterly boundary corner of said Final Plat;
THENCE North 89°39'26" East along the Northerly boundary line of said Alley and Final Plat, a distance of 685.93 feet to a point marking the Northeast corner of said Alley and Final Plat;
THENCE South 00°10'48" East along the East boundary line of said Alley and Final Plat, a distance of 16.01 feet to a point marking the Southeast corner of said Alley, also marking the Northeast corner of the aforementioned Lot 594;
THENCE South 89°39'26" West along the Southerly boundary line of said Alley, also being the Northerly boundary line of said Lots 586 through 594, a distance of 672.00 feet to a point marking a corner of said Lot 586, also marking a corner of said Alley;
THENCE South 44°39'26" West , a distance of 21.21 feet to a point marking a corner of said Lot 586, also marking a corner of said Alley;
THENCE South 00°20'34" East along the Easterly boundary line of said Alley, a distance of 90.50 feet to a point marking the Southwest corner of said Lot 586, also marking a corner of said Alley, and also marking the ***POINT OF BEGINNING*** *;*

Comprising an area of 12888.73 Square Feet or 0.296 Acres.

PROJECT NO: DRAWN BY: D.BERGLUND DATE: 2-10-2023	ALLEY ABANDONMENT *Final Plat of "Colonia Coronita Unit Four", recorded as Book 272, Page 31.*	*William D. Ziegler* *Professional Land Surveyor* *Arizona R.L.S. Number: 64347*	EXHIBIT "A" 1 of 2



LINE TABLE		
LINE ID	DIRECTION	LENGTH (FT)
L1	S89°39'26"W	16.00
L2	N00°20'34"W	102.30
L3	N41°22'28"E	25.73
L4	N00°10'48"W	16.01
L5	S44°39'26"W	21.21
L6	S00°20'34"E	90.50

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
64347
WILLIAM D.
ZIEGLER
DATE SIGNED 2/10/23
ARIZONA U.S.A.

PROJECT NO:	ALLEY ABANDONMENT *Final Plat of "Colonia Coronita Unit Four", recorded as Book 272, Page 31.*	*William D. Ziegler* *Professional Land Surveyor* *Arizona R.L.S. Number: 64347*	EXHIBIT "B"
DRAWN BY: D.BERGLUND			2 of 2
DATE: 2-10-2023			

ITEM 20

City Council Memorandum **Public Works & Utilities** **Memo No.** UA23-106

Date: June 15, 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. 5697, Authorizing the City of Chandler to Enter into an Agreement to Share Costs for the Technical Review of the SRP-CAP Interconnection Facility

---

Proposed Motion:

Move City Council pass and adopt Resolution No. 5697, authorizing the City of Chandler to enter into an agreement to share costs for the technical review of the SRP-CAP Interconnection Facility among cost-share partners and Salt River Project Agricultural Improvement and Power District.

Background:

The City of Chandler receives a portion of its water supply from water stored in the Salt River Project (SRP) reservoirs and delivered through a network of SRP canals. Chandler supports the construction of a new SRP-CAP Interconnection Facility (SCIF) to allow for the delivery of certain types of SRP water into the Central Arizona Project (CAP) canal. More than 20 years ago, Chandler participated in the construction of the CAP-SRP Interconnection Facility (CSIF), which currently allows Chandler to deliver water from the CAP canal into the SRP canal for transportation to the Pecos Surface Water Treatment Plant. This existing CSIF is gravity-fed and only operates in one direction.
The SCIF cost-share partners would like to construct a new interconnection for delivery of water in the opposite direction. This new interconnection will include a pumping station and a new tunnel to move water uphill from the SRP canal into the CAP canal. Construction of the SCIF allows Chandler to deliver certain types of SRP water to the Santan Vista Water Treatment Plant, located near the CAP canal.

On October 6, 2022, the City of Chandler entered into a Memorandum of Understanding supporting the planning, design, permitting, construction and operation of the SRP-CAP Interconnection Facility. This project is currently in Phase Two (Planning and Design), which involves geotechnical fieldwork to verify the geological feasibility of the tunnel option at the proposed site. Phase Two also requires a full technical review of the current project design by the United States Bureau of Reclamation (USBOR). Phase Three will include environmental permitting and requires approval of the CAP Water Quality Guidance by the USBOR. Phase Four will include construction of the facility. Each subsequent phase of the project will require a new cost share agreement for participating entities.

Financial Implications:

Chandler's share of the Phase Two cost share agreement is $46,503, plus a 20% contingency, and will be funded by Water Purchases (6WA679) in the Capital Improvements Project Budget.

Attachments

Resolution No. 5697

SRP CAP Interconnection Facility Technical Review Cost Share Agreement

RESOLUTION NO. 5697

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE CITY OF CHANDLER TO ENTER INTO AN AGREEMENT TO SHARE COSTS FOR THE TECHNICAL REVIEW OF THE SRP-CAP INTERCONNECTION FACILITY AMONG COST-SHARE PARTNERS AND SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT.

WHEREAS, the Central Arizona Water Conservation District ("CAWCD") is responsible for the care, operation, maintenance, and replacement of the Central Arizona Project ("CAP"), including the water delivery works of the CAP; and

WHEREAS, the Salt River Agricultural Improvement and Power District (Salt River Project or "SRP") is responsible for the care, operation, and maintenance of the Salt River Federal Reclamation Project, including SRP water delivery system; and

WHEREAS, SRP, in collaboration with CAWCD, has begun planning to design, permit, and construct the SRP-CAP Interconnection Facility ("SCIF"), which would connect the SRP water delivery system to the CAP canal and provide the infrastructure to facilitate the transportation of water from the SRP water delivery system to the CAP canal; and

WHEREAS, the City of Chandler wishes to participate in the planning, design, permitting, construction, and operation of the SCIF; and

WHEREAS, the City of Chandler entered into the SRP-Participating Entities Memorandum of Understanding on October 6, 2022; and

WHEREAS, SRP will sign an Advance Funding Agreement as a mechanism for SRP to provide the non-federal funding for a technical review by the United States Department of Interior's Bureau of Reclamation for the SCIF; and

WHEREAS, Chandler, along with the cities of Phoenix, Apache Junction, Carefree, Glendale, Mesa, Peoria, Scottsdale, the Town of Gilbert, and the Central Arizona Project (the "Participating Entities") has been asked to enter into a cost sharing agreement with SRP to cover the estimated $951,960, plus a 20% contingency, nonfederal cost share for the technical review; and

WHEREAS, Chandler's share of the cost of the study would be $46,503, plus a 20% contingency, which may enable Chandler to benefit from the SCIF to assist in managing the City's water resources.

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

Section 1. Authorizes the City of Chandler to enter into the Agreement to Share Costs for the Technical Review of the SRP-CAP Interconnection Facility Among Cost-Share

Partners and Salt River Project Agricultural Improvement and Power District in the form attached hereto as Exhibit "A" (the "Agreement").

Section 2. Authorizes the Mayor to sign this resolution and directs the Director of Public Works & Utilities to execute the Agreement on behalf of the City of Chandler.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of June, 2023.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5697 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of June, 2023 and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY JMB

Exhibit “A”
Agreement to Share Costs for the Technical Review of the SRP-CAP Interconnection Facility Among Cost-Share Partners and Salt River Project Agricultural Improvement and Power District

AGREEMENT TO SHARE COSTS FOR THE TECHNICAL REVIEW OF THE SRP-CAP INTERCONNECTION FACILITY AMONG COST-SHARE PARTNERS AND SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

1. PARTIES:

This Agreement to Share Costs for the Technical Review of the SRP-CAP Interconnection Facility ("Agreement"), entered into this ____ day of _____, 2023 is by and among those entities listed in Exhibit A ("Cost-Share Partners") and the Salt River Project Agricultural Improvement and Power District ("SRP"). SRP and the Cost-Share Partners are referred to collectively as "Parties" and individually as "Party".

2. RECITALS:

This Agreement is made with regard to the following:

2.1. The Central Arizona Water Conservation District ("CAWCD") is responsible for the care, operation, maintenance, and replacement of the Central Arizona Project ("CAP"), including the water delivery works of the CAP (herein "CAP Canal"). CAWCD also has certain groundwater replenishment authorities and responsibilities pursuant to A.R.S. §§ 48-3771, et. seq., commonly referred to as the Central Arizona Groundwater Replenishment District.

2.2 SRP is responsible for the care, operation, and maintenance of the Salt River Federal Reclamation Project, including the SRP water delivery system and the CAP-SRP Interconnection Facility ("CSIF") located adjacent to the Granite Reef Diversion Dam, which provides SRP and CAWCD the ability to transport water from the CAP Canal to the SRP water delivery system.

2.3 SRP, in collaboration with CAWCD, has begun planning to design, permit, and construct the SRP-CAP Interconnection Facility ("SCIF"), which would connect the SRP water delivery system to the CAP Canal and provide the infrastructure to facilitate the transportation of water from the SRP water delivery system to the CAP Canal.

2.4 The Parties are considering (i) participating in the planning, design, permitting, construction, and operation of the SCIF and (ii) potentially obtaining capacity in the SCIF to assist in managing their water resources.

2.5 SRP and various participating entities signed a memorandum of understanding ("SRP-Participating Entities MOU"), attached as Exhibit B, to describe the: (1) the phases the Parties believe will be necessary to plan, design, permit, and construct the SCIF (collectively, the "Phases"; individually, a "Phase") and (2) the cooperative efforts and roles and responsibilities of the Parties in each of those phases, including the development and execution of the cost-share agreements necessary to complete each of the contemplated Phases.

2.6 SRP and the Bureau of Reclamation ("Reclamation") have signed or will sign an Advance Funding Agreement ("SRP-Reclamation Advance Funding Agreement") as a mechanism for SRP to provide the non-federal funding for a technical review and concurrent initial discussions and planning to frame and outline the necessary environmental reviews by Reclamation for the SCIF (the "Technical Review"), including the funds collected under this Agreement.

2.7 SRP and HDR, Inc. ("HDR") have signed or will sign a consulting agreement (the "HDR Agreement") with respect to the technical work necessary to facilitate the Technical Review.

3. AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

4. INCORPORATION OF RECITALS:

The recitals listed above are hereby incorporated into and expressly made part of this Agreement.

5. SCOPE:

This Agreement sets terms and conditions for (1) the estimated costs the Parties expect to pay in support of the Technical Review of the SCIF, (2) how such costs will be shared among the Parties, (3) the process to remit payment, and (4) the process for voluntary departure, removal, and addition of Parties.

6. EFFECTIVE DATE AND TERM OF AGREEMENT:

6.1. This Agreement is effective upon the execution by SRP and another Party. The Agreement becomes effective for any Party that executes it thereafter upon the date of that Party's execution. The Agreement remains effective until terminated as provided in Subparagraphs 6.2 or 6.3.

6.2. This Agreement terminates upon the earlier of (i) ten (10) years from the date of execution of this Agreement by the last Party, or (ii) when both of the following have occurred: (1) the Technical Review is completed by Reclamation, and (2) when the last funds are transferred from the Cost-Share Partners to SRP as provided in Subparagraph 11.1.

6.3. This Agreement may terminate as provided in this Subparagraph 6.3 in the event that the Parties mutually agree to terminate this Agreement for convenience. In such event, this Agreement will terminate on the date agreed upon by the Parties under this Subparagraph 6.3. Any amounts owed by a Cost-Share Partner with respect to prior or ongoing Phases through the date of termination shall be paid by such partner(s) within forty-five (45) days of such termination.

7. AUTHORIZED REPRESENTATIVES:

Each Party has designated an "Authorized Representative" and an "Authorized Alternate" to administer this Agreement on behalf of the designating Party. The initial Authorized Representatives and Authorized Alternates are set forth in Exhibit C. Written notice of a change of an Authorized Representative or Authorized Alternate shall be provided within thirty (30) days of such change. The Authorized Alternate shall act only in the absence of the Authorized Representative. Neither the Authorized Representatives nor the Authorized Alternates shall have authority to amend, modify, or supplement this Agreement. Notwithstanding the foregoing, SRP shall have the right to update the Exhibits to this Agreement as specifically set forth in the Agreement. Decisions of the Authorized Representatives pursuant to this Agreement shall be in writing and signed by them.

8. ESTIMATED COSTS:

8.1. The Parties shall contribute funding towards the estimated costs of the Technical Review, including the expenses incurred pursuant to the SRP-Reclamation Advanced Funding Agreement and the HDR Agreement. The initial estimated cost for the Technical Review is $[1,142,352], which includes a twenty percent (20%)

contingency (the "Cost-Share Estimate"). In the event the Cost Share Estimate increases above the contingency amount as project plans are developed, the Parties shall convene in accordance with Subparagraph 8.2 to determine how they wish to proceed.

8.2. The Parties shall convene as necessary as determined by SRP to discuss and assess issues related to estimated costs for funding the Technical Review. The Parties shall make determinations on issues including but not limited to the adjustment of the Cost-Share Estimate. Such meetings of the Parties shall, to the extent reasonably possible, include an option to participate virtually or by teleconference.

8.3. Each Party shall contribute an amount equal to its portion of the Cost Share Estimate (less twenty percent (20%) contingency amount) and remit payment as described in Paragraph 11. Each Parties' initial individual share of the Cost Share Estimate, and contingent share, for the Technical Review is summarized in Exhibit D.

9. VOTING AND DECISION MAKING:

9.1. Each Cost-Share Partner will have an equal vote with respect to decisions that SRP brings to the Parties related to the Technical Review. The Parties commit to supporting the Technical Review to completion at the Cost Share Estimate identified in Exhibit D, as such may be adjusted by majority vote of the Parties.

9.2. Nothing contained in this Agreement shall be construed as creating any right to specific capacity in the SCIF if constructed. The final allocation of capacity shall be established by the mutual, good faith agreement of all Parties that participate in funding and construction of the SCIF and shall be based, in significant part, on each Parties' respective financial contribution levels as summarized in Exhibit D, as such may be updated pursuant to this Agreement.

9.3. SRP shall facilitate and chair all meetings of the Parties and decisions will be made by majority vote of the voting Parties, excluding SRP. In the event of an even split during a vote of the voting Parties, SRP shall act as the tie-breaking vote.

10. VOLUNTARY DEPARTURE; REMOVAL; AND ADDITION OF PARTIES

10.1 A Party that no longer wishes to be a Party to this Agreement may leave by giving the other Parties at least sixty (60) days' prior written notice in accordance with

Paragraph 14 ("Voluntary Departure"). Parties that Voluntarily Depart this Agreement under this Subparagraph 10.1 shall not be refunded any previous financial contributions. Any Party that Voluntarily Departs this Agreement shall pay the remaining balance that would be due based on that Party's portion of the Cost Share Estimate for the Technical Review, as such may have been adjusted by majority vote of the Parties. Upon the Voluntary Departure of a Party to this Agreement under this Subparagraph 10.1, SRP shall update Exhibits A, C, and D, accordingly.

10.2. The Parties may remove a Party from the Agreement if the Parties determine by majority vote that the Party is not acting in good faith or otherwise unnecessarily interfering with making progress towards completion of the SCIF or has not satisfied its obligations under this Agreement. Any Party that is removed from the Agreement under this Subparagraph 10.2 shall not be refunded any previous financial contributions. Upon removing a Party to this Agreement under this Subparagraph 10.2, SRP shall update Exhibits A, C, and D, accordingly.

10.3. The Parties, by majority vote, may add a Party to the Agreement upon written request from an entity to support the SCIF Technical Review. Prior to adding a Party to the Agreement, the Parties shall determine the individual share of the Cost Share Estimate of the entity to be added, provided that, the Parties will require any such joining party to contribute an amount no less than the share of all costs previously paid by the original Parties to this Agreement equal to the amount such joining party would have paid, on a proportional basis, had they been a party to this Agreement at its execution plus the full amount of any costs incurred solely as a result of such party joining the Agreement. If an entity that is not a Party to this Agreement seeks to join any subsequent cost-share agreement related to a future Phase, the Parties shall require any such party to pay, in addition to the share of costs set forth in the immediately preceding sentence, a risk premium of [twenty percent (20%)] of the share of costs set forth in the immediately preceding sentence. An example of the calculation of the amount to be paid by a joining party is attached as Exhibit E. Any amounts paid by a joining party, including any risk premium payments associated with joining a future cost share agreement, shall be credited toward the individual estimated cost share for each Cost-Share Partner that participated in the immediately prior Phase in an amount proportionate to the share contributed by each Cost Share Partner to such prior Phase. Upon adding a Party to this Agreement under this Subparagraph 10.3, SRP shall update Exhibits A, C, and D, accordingly.

11. PAYMENT:

11.1. Following a Party's execution of this Agreement, SRP shall invoice that Party the Cost-Share in the amount identified in Exhibit D. The Cost-Share Partner shall pay such invoice within thirty (30) days after SRP sends such invoice. If the date for payment is prior to July 1, 2023, the Parties may make such payment, without being considered delinquent, on or before July 7, 2023. SRP shall remit portions of the payments made under this Subparagraph 11.1 to (1) Reclamation as contributions towards the nonfederal portion of costs for the SCIF Technical Review under the SRP-Reclamation Advance Funding Agreement and (2) HDR pursuant to the HDR Agreement.

11.2. Any invoices not paid when due shall be delinquent and shall bear interest at the Wall Street Journal Prime Rate, on the date the invoice was due plus 5% (Wall Street Journal Prime Rate plus 5%) per annum from the date when the bill was due until the bill is paid in full (including any accrued interest). In the event the Wall Street Journal no longer publishes the Wall Street Journal Prime Rate, the Authorized Representatives shall select an appropriate substitute.

11.3. In the event any portion of any bill is disputed, the disputed amount shall be paid under protest when due and shall be accompanied by a written statement indicating the basis for the protest. If the protest is found to be valid, the disputing Party shall be refunded any overpayment plus interest, accrued at the rate set forth in Subparagraph 11.2, prorated by days from the date payment was credited to the Party to the date the refund check is mailed.

11.4. In the event that this Agreement is terminated under Subparagraph 6.3, SRP shall refund the Cost-Share Partners any amount paid to SRP under Subparagraph 11.1 that will not be remitted to Reclamation, HDR or other consultants for services approved prior to termination of this Agreement.

12. DISPUTE RESOLUTION; RECORDS INSPECTION; CHOICE OF LAW:

12.1. Any dispute under this Agreement shall first be submitted to the Parties for resolution. The Parties shall make all reasonable efforts to resolve the dispute and may do so by majority vote. If the matter cannot be resolved by majority vote of the Parties, any Party may submit the matter to the SRP General Manager and the Party's chief operating officer. If the matter cannot be resolved by the SRP General Manager and the Party's chief operating officer, any Party may bring suit upon the matter, provided however, that it is expressly agreed that the venue shall only be in Maricopa County Superior Court or its successor court.

12.2. This Agreement shall be governed and construed in accordance with the laws of the State of Arizona and any applicable federal law.

12.3. In the event of any future dispute or action arising under this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs incurred therein, including expert witness fees.

12.4. Pending the resolution of a dispute, the Parties shall proceed, to the extent legally permissible, in a manner consistent with this Agreement, and shall make payments required in accordance with the applicable provisions of this Agreement. Amounts paid by a Party under this Subparagraph 12.4 during the pendency of such dispute shall be subject to refund and adjustment upon a final resolution of any dispute involving an amount due.

13. UNCONTROLLABLE FORCES:

No party shall be considered to be in default in the performance of any of its obligations hereunder if failure of performance is due to an uncontrollable force. The term "uncontrollable force" shall mean any cause beyond the control of the party affected, including but not limited to failure of facilities, flood, earthquake, tornado, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, and action or nonaction by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage and restraint by Court order or public authority, which by exercise of due diligence and foresight such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing herein shall be construed so as to require a Party to settle any strike or labor dispute in which it is involved. Either party rendered able to fulfill any obligation hereunder by reason of an uncontrollable force shall exercise due diligence to remove such inability.

14. NOTICE; CHANGE OF NAME OR ADDRESS:

14.1. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been received either when delivered or on the fifth business day following mailing, by registered or certified mail, postage prepaid, return receipt requested, whichever is earlier, or by electronic mail with read receipt requested addressed as set forth in Exhibit F.

14.2. Any Party may change the addressee or address to which communications or copies are to be sent by giving notice of such change under Subparagraph 14.1.

15. SEVERABILITY:

Should any part of this Agreement be declared, in a final decision by a court or tribunal of competent jurisdiction, to be unconstitutional, invalid, or beyond the authority of a Party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the excised portion, can be reasonably interpreted to give effect to the intentions of the Parties.

16. WAIVER:

The failure of any Party to insist on any one or more instances upon strict performance of any of the obligations of the other pursuant to this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of the performance of any such obligation or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

17. BINDING AGREEMENT:

All of the provisions of this Agreement shall be binding upon, and inure to the benefit of, the Parties and their heirs, successors and assigns; provided, however, that no Party shall assign its rights and obligations under this Agreement to another entity without the written consent of the other Parties. Such consent to assignment shall not, however, be unreasonably withheld, conditioned, or delayed.

18. NO THIRD-PARTY BENEFICIARIES:

This Agreement is solely for the benefit of the Parties and does not create nor shall it be construed to create rights to any third party. No third party may enforce the terms and conditions of this Agreement.

19. NO PARTNERSHIP AND NO JOINT VENTURE:

Nothing contained in this Agreement shall be construed as creating a partnership or joint venture between the Parties hereto. The covenants, obligations, and liabilities contained in this Agreement are intended to be several and not joint or collective, and nothing contained herein shall be construed to create an association, joint venture, agency, trust, or partnership, or to impose a trust or partnership covenant, obligation, fiduciary duty, or

liability between the Parties. Each Party shall be individually responsible for its own covenants, obligations, and liabilities as provided herein.

20. AUTHORITY:

The undersigned representative of each Party certifies that he or she is fully authorized by the Party whom he or she represents to enter into the terms and conditions of this Agreement and to legally bind the Party to it.

21. CONFLICT OF INTEREST:

Pursuant to A.R.S. § 38-511, a Party who is a political subdivision of the State may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of a Party is, at any time while this Agreement is in effect, an employee of another Party in any capacity, or a consultant to another Party with respect to the subject matter of this Agreement. The cancellation shall be effective when written notice is received unless the notice specifies a later time.

22. ENTIRE AGREEMENT; MODIFICATION; COUNTERPARTS:

The terms, covenants and conditions of this Agreement constitute the entire Agreement between the Parties, and no understandings or obligations not herein expressly set forth shall be binding upon them. This Agreement may not be modified or amended in any manner unless in writing and signed by the Parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signatures on the following pages]

IN WITNESS WHEREOF, this Agreement was executed by the Parties on the date first hereinabove written.

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

By: _____
Name: Leslie A. Meyers
Title: Associate General Manager
Water Resources

APPROVED AS TO FORM

By: _____
Name: Patrick B. Sigl
Title: Supervising Attorney, Environment, Land & Water Rights

CENTRAL ARIZONA WATER CONSERVATION DISTRICT

By: _____
Name: Brenda Burman
Title: General Manager

APPROVED AS TO FORM

By: _____
Name: Jay Johnson
Title: General Counsel

CITY OF APACHE JUNCTION

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

CAREFREE WATER COMPANY

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

CITY OF CHANDLER

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Name: Daniel L. Brown
Title: Assistant City Attorney

ATTEST

By: _____
Name: _____
Title: _____

TOWN OF GILBERT

By: _____
Name: Brigette Peterson
Title: Mayor

APPROVED AS TO FORM

By: _____
Name: Chris Payne
Title: Town Attorney

Attest

By:
Name: Chaveli Herrera
Title: Town Clerk

CITY OF GLENDALE

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

CITY OF MESA

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

CITY OF PEORIA

By: _____
Name: _____
Title: _____

ATTEST

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

CITY OF PHOENIX, ARIZONA,
a municipal corporation

ATTEST:

JEFFREY BARTON, City Manager

_____
City Clerk, City of Phoenix

By: _____
Troy Hayes
Director, Water Services Department

APPROVED AS TO FORM:
JULIE M. KRIEGH, City Attorney

By: _____
Name: _____
Title: _____

TOWN OF QUEEN CREEK

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

CITY OF SCOTTSDALE

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Name: _____
Title: _____

AGREEMENT TO SHARE COSTS FOR THE SCIF
AMONG COST-SHARE PARTNERS
AND
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

EXHIBIT A

COST-SHARE PARTNERS

Central Arizona Water Conservation District
City of Apache Junction
Carefree Water Company
City of Chandler
City of Glendale
Town of Gilbert
City of Mesa
City Peoria
City of Phoenix
Town of Queen Creek
City of Scottsdale
Salt River Project Valley Water Users' Association and Salt River Project Agricultural Improvement and Power District

AGREEMENT TO SHARE COSTS FOR THE SCIF
AMONG COST-SHARE PARTNERS
AND
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

EXHIBIT B

MEMORANDUM OF UNDERSTANDING

AGREEMENT TO SHARE COSTS FOR THE SCIF
AMONG COST-SHARE PARTNERS
AND
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

EXHIBIT C

AUTHORIZED REPRESENTATIVES AND AUTHORIZED ALTERNATES

Authorized Representatives

Central Arizona Water Conservation District	
City of Apache Junction	
Carefree Water Company	
City of Chandler	Simon Kjolsrud, Water Resources Manager
City of Glendale	
Town of Gilbert	
City of Mesa	
City Peoria	
City of Phoenix	
Town of Queen Creek	
City of Scottsdale	
Salt River Project Valley Water Users' Association and Salt River Project Agricultural Improvement and Power District	

Alternate Authorized Representatives

Central Arizona Water Conservation District	
City of Apache Junction	
Carefree Water Company	
City of Chandler	John Knudson, Public Works and Utilities Director
City of Glendale	
Town of Gilbert	

City of Mesa	
City Peoria	
City of Phoenix	
Town of Queen Creek	
City of Scottsdale	
Salt River Project Valley Water Users' Association and Salt River Project Agricultural Improvement and Power District	

AGREEMENT TO SHARE COSTS FOR THE SCIF
AMONG COST-SHARE PARTNERS
AND
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

EXHIBIT D

COST-SHARE ESTIMATE FOR SCIF TECHNICAL REVIEW

Estimated Cost Allocation (for Technical Review Phase) Based on Initial Capacity Requests

Participant	AF/yr	CFS	% Share	$ Share[1]	$ Share[2]	$ Share[3]
Apache Junction	9,050	25	6.1%	$45,797	$58,129	$69,755
Carefree	1,086	3	0.7%	$5,496	$6,975	$8,371
Chandler	7,240	20	4.9%	$36,637	$46,503	$55,804
Gilbert	6,154	17	4.2%	$31,142	$39,528	$47,433
Glendale	7,000	19	4.7%	$35,425	$44,964	$53,956
Mesa	12,669	35	8.5%	$64,116	$81,381	$97,657
Peoria	11,250	31	7.6%	$56,932	$72,263	$86,716
Phoenix	18,099	50	12.2%	$91,594	$116,258	$139,510
Queen Creek	1,086	3	0.7%	$5,496	$6,975	$8,371
Scottsdale	2,172	6	1.5%	$10,991	$13,951	$16,741
CAP	36,198	100	24.4%	$183,187	$232,516	$279,019
SRP	36,198	100	24.4%	$183,187	$232,516	$279,019
Total	148,202	409	100.0%	$750,000	$951,960	$1,142,352
Per CFS				$1,832	$2,325	$2,790

Notes:

[1] Initial estimates from Reclamation and HDR

[2] Updated estimates to include pre-NEPA coordination and geotech helicopter/contingency

[3] Updated estimates with 20% contingency applied per cost share agreement revisions

AGREEMENT TO SHARE COSTS FOR THE SCIF
AMONG COST-SHARE PARTNERS
AND
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

EXHIBIT E

EXAMPLE CALCULATION OF CONTRIBUTION OF LATE-JOINING PARTY

Risk Premium Scenario/Example Based on Estimated Cost Allocation

Participant	CFS[1]	% Share[2]	$ Share
Entity X	15	3.7%	$27,478
Risk premium for late joining[3]			$5,496
Total contribution for Entity X[4]			$32,974

Participants to receive a credit from late contribution(s) based on their proportional share of phase cost. Credits will be applied during the next phase of the project.

Notes:

[1] Example capacity

[2] Proportional share for Entity X if they had been part of the total capacity

[3] 20% per cost share agreement

[4] Includes only costs incurred as part of Technical Review Phase

AGREEMENT TO SHARE COSTS FOR THE SCIF

AMONG COST-SHARE PARTNERS
AND
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

EXHIBIT F

CONTACT LIST

Party	Contact
Central Arizona Water Conservation District	**Copy to:**
City of Apache Junction	City of Apache Junction c/o Michael Loggins 300 E. Superstition Blvd. Apache Junction, AZ 85119 **Copy to:** Bryant Powell 300 E. Superstition Blvd. Apache Junction, AZ 85119
Carefree Water Company	Greg Crossman, General Manager Carefree Water Company PO Box 702 Carefree, Arizona 85377 **Copy to:** Gary Neiss, Town Administrator Town of Carefree PO Box 740 Carefree, Arizona 85377

Party	Contact
City of Chandler	John Knudson, Director, Public Works & Utilities City of Chandler P.O. Box 4008, MS 403 Chandler, AZ 85244-4008 **Copy to:** Kelly Schwab, City Attorney City of Chandler P.O. Box 4008, MS 602 Chandler, AZ 85244-4008
Town of Gilbert	Lauren Hixson, Water Resources Manager Town of Gilbert 50 East Civic Center Drive Gilbert, Arizona 85296 **Copy to:** Chris Payne, Town Attorney Town of Gilbert 50 East Civic Center Drive Gilbert, Arizona 85296
City of Glendale	City of Glendale c/o City Clerk-Julie K. Bower 5850 W. Glendale Ave. Glendale, AZ 85301 **Copy to:** City of Glendale Drew Swieczkowski 7070 W. Northern Ave. Glendale, AZ 85303
City of Mesa	City of Mesa c/o City Manager's Office P.O. Box 1466 Mesa, Arizona 85211-1466 **Copy to:** Brian Draper Water Resources Advisor City of Mesa

Party	Contact
	P.O. Box 1466 Mesa, Arizona 85211-1466
City of Peoria	**Copy to:**
City of Phoenix	Water Resources Management Advisor City Manager's Office City of Phoenix 200 West Washington Street, 12th Floor Phoenix, Arizona 85003-1611 **Copy to:** City Attorney City of Phoenix 200 West Washington Street, 13th Floor Phoenix, Arizona 85003-1611
Town of Queen Creek	Town of Queen Creek Paul Gardner, Water Resources Director **Copy to:**
Salt River Project Agricultural Improvement and Power District	Salt River Project c/o Corporate Secretary P.O. Box 52025 Phoenix, AZ 85072-2205 **Copy to:** Christa McJunkin Director Water Strategy Salt River Project P.O. Box 52025 Phoenix, AZ 85072-2205
City of Scottsdale	City of Scottsdale – Scottsdale Water c/o Executive Director 9312 N. 94th Street

Party	Contact
	Scottsdale, AZ 85258 **Copy to:** City of Scottsdale – City Attorney 3939 N. Drinkwater Blvd. Scottsdale, AZ 85251

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. CP23-146

Date: June 15, 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: Melanie Sikes, Senior Engineer
Subject: Project Agreement No. WA2303.401, with B&F Contracting, Inc., Pursuant to Job Order Contract No. JOC2101.401, for the Hahn Reservoir Main Repair

---

Proposed Motion:

Move City Council award Project Agreement No. WA2303.401 to B&F Contracting, Inc., Pursuant to Job Order Contract No. JOC2101.401, for the Hahn Reservoir Main Repair, in an amount not to exceed $349,494.23.

Background/Discussion:

The Hahn Water Production Facility (WPF), located at 490 East Warner Road, was constructed in 1985 to provide water to the City's potable distribution system. The Hahn WPF consists of a two million gallon steel storage reservoir, dedicated groundwater well, and booster station equipped with four pumps and piping to deliver water from the reservoir to the water distribution system.

Recently, the pipe from the Hahn WPF connecting to the water distribution system in Warner Road ruptured. The repair includes approximately 100 linear feet of 16-inch diameter water main crossing Warner Road between Nevada Street and the Union Pacific Railroad.

The project scope of work consists of repairs to the water main, traffic control, and surface restoration. The Agreement completion time is 90 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
605.3800.6714	Water Operating	Replacement Mains/Svc/Valves	$349,494.23	N

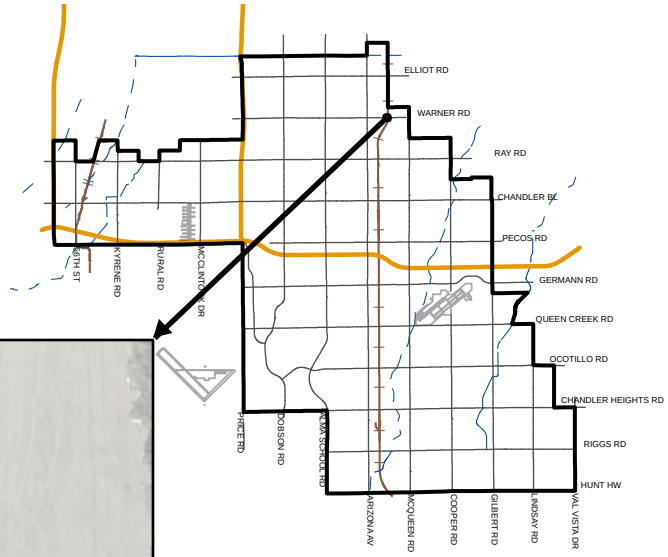
Attachments

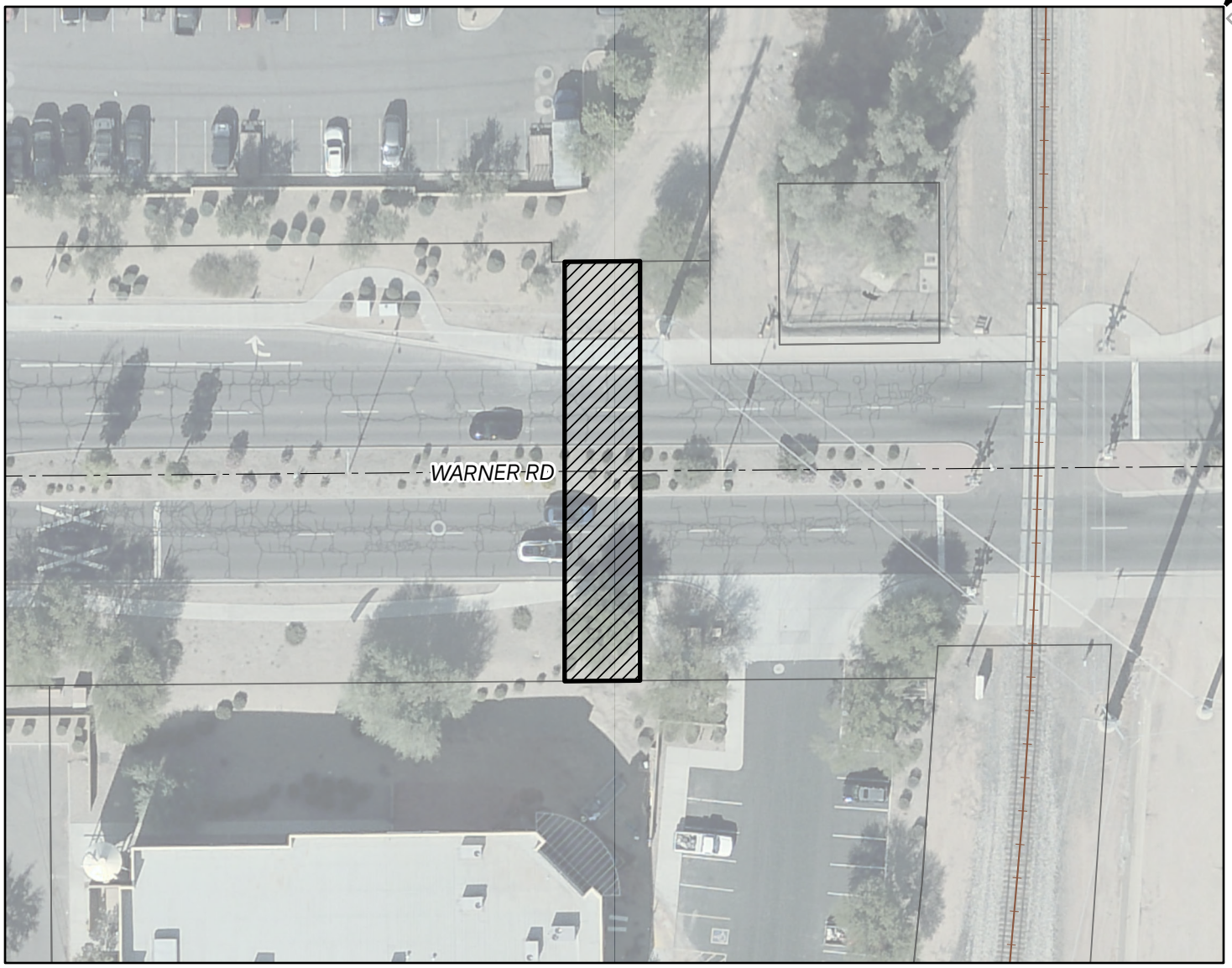
Location Map

Agreement - B&F Contracting

CHANDLER
arizona

HAHN RESERVOIR MAIN REPAIR
PROJECT NO. WA2303.401





MEMO NO. CP23-146

PROJECT LOCATION

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcGISPro_Shared\Map Requests\Capital Projects\2023\Capital_Projects_Map_Requests_2023\Capital_Projects_Map_Requests_2023.aprx 5/3/2023 maricelah

CHANDLER
arizona
Community of Innovation

CITY OF CHANDLER
JOB ORDER PROJECT AGREEMENT

HAHN RESERVOIR MAIN REPAIR

Project No. WA2303.401
Council Date: May 25, 2023 Item No.

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 **B&F Contracting, Inc.**, an Arizona corporation, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC2101.401 ("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 February 4, 2022, 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 repair 16-inch water main from Hahn Reservoir across Warner Road and replace 16-inch valve, 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 **HAHN RESERVOIR MAIN REPAIR**, Project Number **WA2303.401**. The scope of work consists of repairing 16-inch water main from Hahn Reservoir across Warner Road and replace 16-inch valve., 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 Agreement provisions, unless issued in writing, as a Agreement 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 **$349,494.23** 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. AGREEMENT TIME & SCHEDULE

JOC Contractor agrees to complete all Construction within **90** calendar days from the Notice to Proceed (NTP) Date.

ARTICLE 4. JOB ORDER CONTACTS

The following parties serve in the capacity below for this Job Order Project.

CITY:	Construction Project Manager: Scott Riter	
	Phone:	480-782-3328
	Email:	Scott.riter@chandleraz.gov
JOC CONTRACTOR:	B&F Contracting, Inc.	
	11011 N. 23rd Ave. Phoenix, AZ 85029	
	JOC Contractor Representative: Kelly Haberly	
	Phone:	623-217-7763
	Email:	kelly.haberly@bfcontracting.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

RECOMMENDED BY:

Kimberly Moon, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"JOC CONTRACTOR"
B&F Contracting, Inc.

Kelly Haberly Digitally signed by Kelly Haberly
DN: C=US, E=Kelly.Haberly@bfcontracting.com, O=B&F Contracting, CN=Kelly Haberly
Date: 2023.05.09 08:46:50 07'00'

Signature Date

Kelly Haberly
Print Name

Public Works Division Manager
Title

kelly.haberly@bfcontracting.com
Signer Email Address

EXHIBIT A
SCOPE OF WORK

May 4, 2023

Scott Riter
City of Chandler Public Works & Utilities Department
975 E. Armstrong Way, Building L
Chandler AZ. 85286

RE: WA2303.401 Hahn Well Main Repair

Subject: Construction JOC Proposal

Scott,

B&F is please to submit our proposal for the Hahn Well Main Repair in accordance with the Job Order Contract (JOC) for the repair of the 16" water main crossing Warner Rd. west of McQueen – Project Number WA2303.401. Attached to this cover letter you will find the B&F Contracting Inc. Construction Services Proposal.

B&F proposes to complete the work associated with this portion of the JOC for a not-to-exceed the amount of $349,494.23. Our proposal is based on the pothole findings and coordination with the City of Chandler and numerous meetings to discuss the existing 16" main alignment.

Please contact Kelly Haberly at (623)217-7763 if you have any questions or concerns.

Respectfully,

Kelly Haberly

Built on Integrity!

ROC 089744A / ROC 111282 B-4
B&F Contracting 11011 N. 23rd Ave.
Phoenix, AZ. 85029

SCOPE OF WORK – JOC2101.401 - Hahn Well Reservoir Main Repair

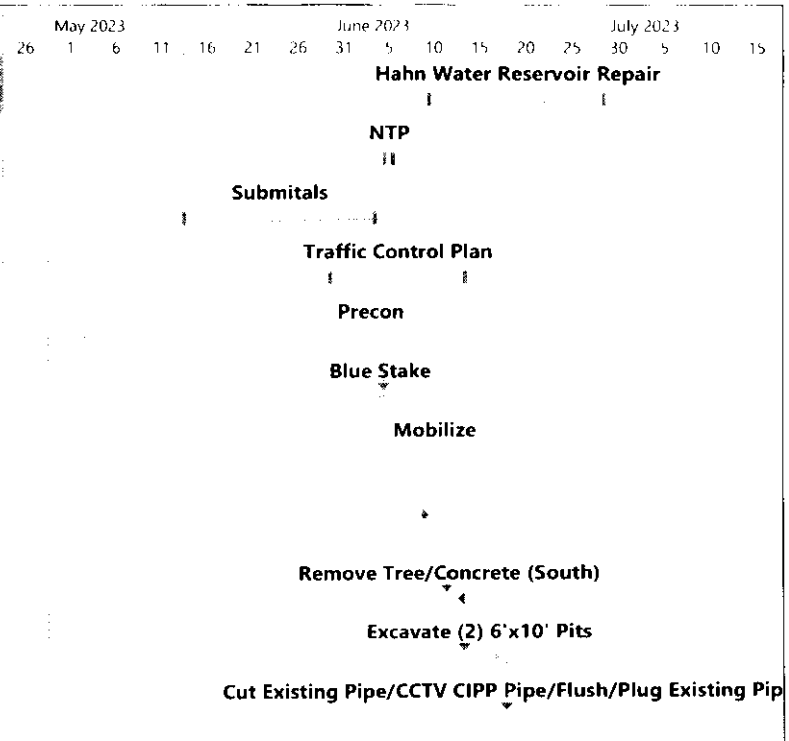
This scope of work is to CIPP line a 110lf segment of 16" DIP watermain that had ruptured in the median on Warner Road (west of McQueen). With the CIPP lining and the addition of new fittings, this will allow the City of Chandler to start the Hahn Well and deliver water to the community in which it feeds. The following items will be in the scope of work to be completed by B&F Contracting but not limited to.

- Traffic Control Plans to allow for work in the westbound inner lane of Warner Rd. to make necessary asphalt and curb repairs.
- Traffic Control Plans to allow for the work necessary to complete work in the eastbound outer lane of Warner Rd. to make the tie-Ins and remove and replace the temporary asphalt patch with a permanent patch per City of Chandler Detail.
- Removal of Landscaping and Tree on the southside of Warner Rd.
- Replacement of tree and landscape restoration.
- Removal & Replacement of sidewalk/curb & gutter.
- The excavation of (2) pits for the CIPP lining to take place.
- The preparation of the (2) pits for Insituform to complete the CIPP lining.
- Cut and remove 6'-8' sections of the 16" DIP main to accommodate the CIPP lining process.
- Initial CCTV of the 16" main (Pre & Post)
- Lining of the 16" DIP main with a fully structural NSF 61 liner.
- B&F will provide a Sealed CIPP liner calculation package from an AZ licensed PE (civil or structural).
- Installation of (1) new 16" gate valve/pipe & fittings.
- B&F will provide public notifications to all that will be affected by the shut-down for the tie-in.
- Traffic control will be an allowance-based line item in the contract (SOV).

X _____ 5/5/23

Kelly Haberly
Public Works Division Manager

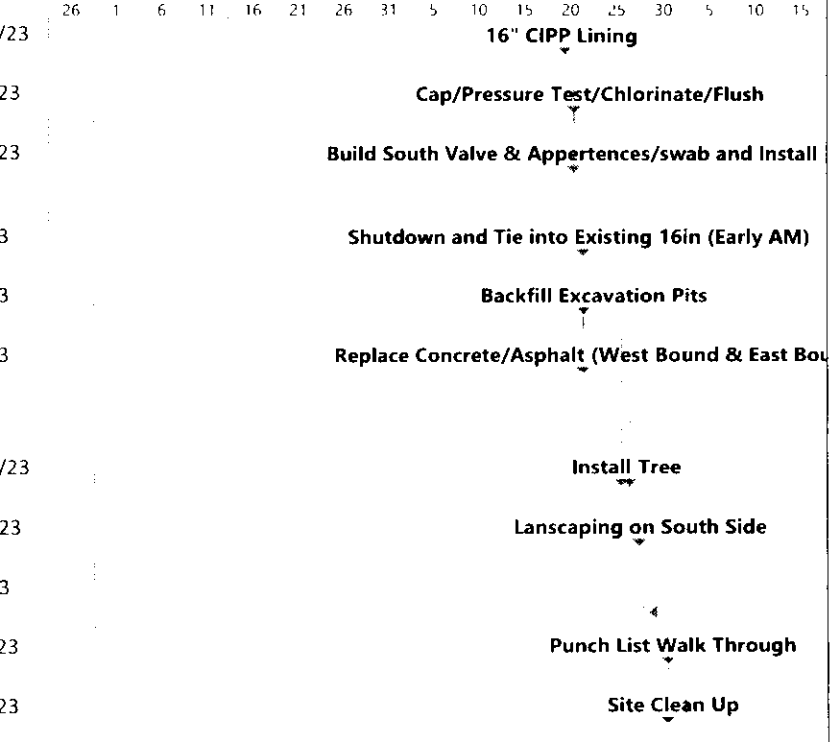
ID	Task Mode	Task Name	Duration	Start
1		[redacted]		
2		NTP	1 day	Wed 6/7/23
3		Submitals	15 days	Tue 5/16/23
4		Traffic Control Plan	11 days	Thu 6/1/23
5		Precon	1 day?	Mon 6/5/23
6		Blue Stake	1 day?	Tue 6/6/23
7		Mobilize	1 day?	Mon 6/12/23
8		Set Up Traffic Control (East Bound Outer Lane)	0.25 days	Mon 6/12/23
9		Remove Tree/Concrete (South)	2 days	Tue 6/13/23
10		Excavate (2) 6'x10' Pits	2.5 days	Thu 6/15/23
11		Cut Existing Pipe/CCTV CIPP Pipe/Flush/Plug Existing Pipe	1.5 days	Mon 6/19/23



Project: Hahn Water Reservior R
Date: Fri 5/5/23

Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration only
Manual Summary Rollup
Manual Summary
Start only
Finish only
External Tasks
External Milestone
Deadline
Progress
Manual Progress

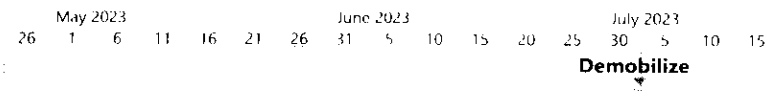
ID	Task Mode	Task Name	Duration	Start
12		16" CIPP Lining	1 day	Wed 6/21/23
13		Cap/Pressure Test/Chlorinate/Flush	3 days	Thu 6/22/23
14		Build South Valve & Appertences/swab and Install	1 day	Thu 6/22/23
15		Shutdown and Tie into Existing 16in (Early AM)	0.5 days	Fri 6/23/23
16		Backfill Excavation Pits	2 days	Fri 6/23/23
17		Replace Concrete/Asphalt (West Bound & East Bound)	3 days	Fri 6/23/23
18		Install Tree	1 day	Wed 6/28/23
19		Lanscaping on South Side	2 days	Thu 6/29/23
20		Substantial Completion	1 day	Fri 6/30/23
21		Punch List Walk Through	1 day	Mon 7/3/23
22		Site Clean Up	1 day	Mon 7/3/23



Project: Hahn Water Reservior R
Date: Fri 5/5/23

Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration only
Manual Summary Rollup
Manual Summary
Start only
Finish only
External Tasks
External Milestone
Deadline
Progress
Manual Progress

ID	Task Mode	Task Name	Duration	Start
23		Demobilize	1 day	Tue 7/4/23



Project: Hahn Water Reservior R
Date: Fri 5/5/23

Task	Inactive Summary	External Tasks
Split	Manual Task	External Milestone
Milestone	Duration only	Deadline
Summary	Manual Summary Rollup	Progress
Project Summary	Manual Summary	Manual Progress
Inactive Task	Start only	
Inactive Milestone	Finish only	

EXHIBIT B
FEE SCHEDULE

Built on Integrity!

EXHIBIT "B"

JOB ORDER COST PROPOSAL
SUMMARY SHEET

City of Chandler Project - WA2303.401

Negotiated Prices			
Price of Subcontractor(s)		$	141,050.00
Direct Cost (GC)		$	103,325.49
General Conditions		$	30,129.56
Preconstruction Labor (if applicable)		$	-
Construction Labor (if applicable)		$	-
SUBTOTAL (NEGOTIATED PRICES):		**$**	**274,505.05**
Overhead and Profit (Coefficient per Job Order Master Agreement)	**8.00%**	**$**	**21,960.40**
TOTAL (NEGOTIATED PRICES + OVERHEAD & PROFIT):		**$**	**296,465.45**
Insurance, Bonds, & Taxes			
Sales Tax Percentage (Current Tax Rate) **ENTER TAX % HERE:**	**5.07%**	$	15,030.80
General Liability Insurance Percentage (Actual Cost per Job Order)	**1.00%**	$	2,964.65
Builder's Risk Insurance Percentage (Actual Cost per Job Order)	**0.10%**	$	296.47
Payment Bond (Actual Cost per Job Order)	**0.50%**	$	1,482.33
Performance Bond (Actual Cost per Job Order)	**0.50%**	$	1,482.33
SUBTOTAL (INSURANCE, BONDS, & TAXES):		**$**	**21,256.57**
COMBINED TOTAL (TOTAL + INSURANCE, BONDS, & TAXES):		**$**	**317,722.03**
City's Allowance @ 10%	**10%**	**$**	**31,772.20**
TOTAL JOB ORDER:		**$**	**349,494.23**

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, properly 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.

WA2303.401 - Hahn Reservoir Main Repair
SOV

5/3/2023

DETAIL SUMMARY

Item	Category	Description of Work	Estimate Quantity	Unit	Unit Price	Contract Price	Basis
		GC - B&F Scope					
2	Scope of Work	Tree Removal & Replace	1	EA	$ 6,876.39	$ 6,876.39	Estm.
3	Scope of Work	Remove & Replace Concrete Sidewalk	100	SF	$ 111.40	$ 11,139.72	Estm.
4	Scope of Work	Remove & Replace Curb & Gutter	30	LF	$ 249.72	$ 7,491.69	Estm.
5	Scope of Work	Sawcutting	60	LF	$ 50.00	$ 3,000.00	Estm.
	Scope of Work	Excavate (2) Pits	50	CY	$ 308.44	$ 15,421.92	Estm.
	Scope of Work	Demo - Cut Host Pipe for Lining/Plug	2	EA	$ 2,398.38	$ 4,796.76	Estm.
	Scope of Work	CCTV Fresh Water Camera	1	LS	$ 1,350.00	$ 1,350.00	Estm.
	Scope of Work	Install New 16" Gate Valve	1	EA	$ 12,951.44	$ 12,951.44	Estm.
	Scope of Work	DIP CL 350 16"/Bolt Kits/Mega Lugs	1	LS	$ 20,662.81	$ 20,662.81	Estm.
	Scope of Work	Pit Backfill	1	LS	$ 10,554.36	$ 10,554.36	Estm.
	Scope of Work	Landscape Restoration	1	LS	$ 3,027.04	$ 3,027.04	Estm.
	Scope of Work	Asphalt Remove & Replace	20	SF	$ 182.52	$ 3,650.32	Estm.
	Scope of Work	CIPP Lining Supprt Crew	110	LF	$ 21.85	$ 2,403.04	Estm.
					Total B&F Rehab Division	**$ 103,325.49**	
6		**Lining Subcontractor - Insituform**					
7		Mobilization	1	LS	$ 9,500.00	$ 9,500.00	Quote Attached
		16" DIP Lining	110	LF	$ 1,105.00	$ 121,550.00	Quote Attached
					Total Insituform	**$ 131,050.00**	
8		**Traffic Control Subcontractor - Aguilar**					
9		Traffic Control Barricade Equipment	1	AL	$ 10,000.00	$ 10,000.00	Estm.
					Total Agular	**$ 10,000.00**	
19	General Conditions	**General Conditions**					
	General Conditions	Mobilization	2	EA	$ 1,037.84	$ 2,075.68	Estm.
20	General Conditions	GC - Chlorinate & Pressure Test	3	DY	$ 2,972.72	$ 8,918.16	Estm.
21	General Conditions	Dump Fees	5	EA	$ 95.00	$ 475.00	Estm.
22	General Conditions	Construction Water	15,000	GAL	$ 0.05	$ 750.00	Estm.
23	General Conditions	Water Meter	1	EA	$ 1,500.00	$ 1,500.00	Estm.
24	General Conditions	Water & Ice	8	DY	$ 25.00	$ 200.00	Estm.
25	General Conditions	GC - Clean Up Site	0.25	DY	$ 1,453.76	$ 363.44	Estm.
26	General Conditions	Port - A - Johns	0.5	MO	$ 1,000.00	$ 500.00	Estm.
27	General Conditions	Project Manager	3	DY	$ 821.12	$ 2,463.36	Estm.
28	General Conditions	Project Superintendent	8	DY	$ 827.44	$ 6,619.52	Estm.
29	General Conditions	Project Engineer	5	DY	$ 636.88	$ 3,184.40	Estm.
	General Conditions	First Aid	1	LS	$ 150.00	$ 150.00	Estm.
	General Conditions	PPE/Fall Protection	1	LS	$ 680.00	$ 680.00	Estm.
	General Conditions	Small Tools & Supplies	1	LS	$ 500.00	$ 500.00	Estm.
	General Conditions	SWPPP	1	LS	$ 1,750.00	$ 1,750.00	Estm.
					Total GC	**$ 30,129.56**	
					Total Construction Labor & Equipment	**$ 274,505.05**	
67	Summary						
68	Summary				Total Subcontractor	$ 141,050.00	
69	Summary				Total General Conditions	$ 30,129.56	
	Summary				Total Construction Labor	$ 103,325.49	
	Markups				**Subtotal prior to JOC Coefficient**	$ 274,505.05	
70	Markups						
71	Markups			JOC OH&P Coefficient	8.00%	$ 21,960.40	
	Markups				**Total With Coefficent**	$ 296,465.45	
72	Markups						
73	Markups			Insurance Cost	1.00%	$ 2,964.65	
74	Markups			Builders Risk	0.10%	$ 296.47	
75	Markups			Bond Cost	1.00%	$ 2,964.65	
76	Markups			Sales Tax	5.07%	$ 15,030.80	
	Totals				**Total General Contractor**	**$ 317,721.93**	
77	Totals	**Owner's Allowance**	1	AL	$ 32,011.93	**$ 31,772.19**	

Corporate: 11011 N. 23rd Ave. Phoenix, AZ 85029
Office: 623-582-1170|Fax: 623-582-3761
Tucson: 1904 W. Prince Rd. Tucson, AZ 85705
Office: 520-207-8228|Fax: 520-305-3323
AZ Licenses: ROC-089744 A General Contracting
ROC-111282 B-04 General Engineering

Proposal

Cost Detail

Project Name:	WA2303.401 Hahn Reservoir Main Repair	**Customer:**	City of Chandler
Job Number:	22-4470-10 **Bid Number:** W23025	**Billing Address:**	Mail Stop 407, P.O. Box 4008
Bid As:	JOC		Chandler, AZ 85244 USA
Estimator:	Kelly Haberly	**Phone:**	480-782-3310
Project Address:	490 E Warner Rd, Chandler, AZ	**Contact:**	Scott Riter
Completion Date:	6/30/2023		

Pay Items

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost
D 2 - Tree Removal/Replace	**1.00**	**EACH**	**$6,876.48**	**$6,876.48**
Tree Removal Crew (2.00 EACH/DY, 0.50 DY)	1.00	EACH	$1,236.48	$1,236.48
Truck - Crew	4.00	HR	$26.45	$105.80
Backhoe - Light	4.00	HR	$80.39	$321.56
Foreman	4.00	HR	$61.61	$246.44
Operator: Small Equipment	4.00	HR	$38.27	$153.08
Laborer [2]	4.00	HR	$26.20	$209.60
Small - Tools Chainsaw [2]	4.00	HR	$25.00	$200.00
Trucking (1.00 DY, 0.50 Trucks, 0.13 LOAD/HR)	1.00	LOAD	$540.00	$540.00
Miscellaneous-Dump Fees	1.00	LOAD	$100.00	$100.00
Purchase Tree - 15' Replacement	1.00	EACH	$5,000.00	$5,000.00
D 3 - Remove & Replace Concrete Sidewalk	**100.00**	**SF**	**$111.40**	**$11,139.72**
CP-Concrete Demo Sidewalk Crew (150.00 SF/DY, 0.67 DY)	100.00	SF	$17.42	$1,741.76
Truck - Crew	5.33	HR	$26.45	$141.07
Backhoe - Light	5.33	HR	$80.39	$428.75
Water Truck - 2000 Gal	5.33	HR	$33.73	$179.89
Foreman	5.33	HR	$61.61	$328.59
Operator: Small Equipment	5.33	HR	$38.27	$204.11
Laborer [2]	5.33	HR	$26.20	$279.47
Water Truck Driver	5.33	HR	$33.73	$179.89
Trucking (1.00 DY, 1.00 Trucks, 0.25 LOAD/HR)	2.00	LOAD	$540.00	$1,080.00
TR - 2/6/2023 10:46 AM: 2 loads, 2 four hour min				
Miscellaneous-Dump Fees	2.00	LOAD	$100.00	$200.00
CP-Concrete Sidewalk Crew (50.00 SF/DY, 2.00 DY)	100.00	SF	$66.93	$6,692.96
Truck - Crew	16.00	HR	$26.45	$423.20
Box Trailer	16.00	HR	$11.23	$179.68
Backhoe - Light	16.00	HR	$80.39	$1,286.24
Foreman	16.00	HR	$61.61	$985.76
Concrete Finisher [4]	16.00	HR	$43.54	$2,786.56
Operator: Small Equipment	16.00	HR	$38.27	$612.32

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost
(Item 3 - Remove & Replace Concrete Sidewalk continued)				
Laborer	16.00	HR	$26.20	$419.20
Miscellaneous-Materials	1.00	LS	$500.00	$500.00
Ready Mix Concrete - MAG A 3000	5.00	CY	$185.00	$925.00
4 - Remove & Replace Curb & Gutter (Including Median Island Curb That Was Previously Removed)	**30.00**	**LF**	**$249.72**	**$7,491.69**
CP-Concrete Demo Curb & Gutter Crew (70.00 LF/DY, 0.43 DY)	30.00	LF	$37.32	$1,119.70
Truck - Crew	3.43	HR	$26.45	$90.69
Backhoe - Light	3.43	HR	$80.39	$275.62
Water Truck - 2000 Gal	3.43	HR	$33.73	$115.65
Foreman	3.43	HR	$61.61	$211.23
Operator: Small Equipment	3.43	HR	$38.27	$131.21
Laborer [2]	3.43	HR	$26.20	$179.66
Water Truck Driver	3.43	HR	$33.73	$115.65
CP-Concrete Curb & Gutter Crew (23.33 LF/DY, 1.29 DY)	30.00	LF	$158.73	$4,761.99
Truck - Crew	10.29	HR	$26.45	$272.06
Box Trailer	10.29	HR	$11.23	$115.51
Backhoe - Light	16.00	HR	$80.39	$1,286.24
Foreman	10.29	HR	$61.61	$633.70
Concrete Finisher [4]	10.29	HR	$43.54	$1,791.36
Operator: Small Equipment	10.29	HR	$38.27	$393.63
Laborer	10.29	HR	$26.20	$269.49
Miscellaneous-Materials	1.00	LS	$500.00	$500.00
Ready Mix Concrete - MAG A 3000	6.00	CY	$185.00	$1,110.00
5 - CP-Saw-cutting W/ Small Crew	**60.00**	**LF**	**$50.00**	**$3,000.00**
CP-Sawcutting w/ Small Crew	60.00	LF	$50.00	$3,000.00
Subcontracted-Sawcutting	60.00	LF	$50.00	$3,000.00
6 - Excavate (2) 6'x10' Pits	**50.00**	**CY**	**$308.44**	**$15,421.92**
WL-DIP CL 50 16in Art W/ Extra Large Diameter Crew	50.00	CY	$178.04	$8,901.92
WL-DIP CL 50 16in Art Extra Large Diameter Crew (25.00 CY/DY, 2.00 DY)	50.00	CY	$178.04	$8,901.92
Truck - Crew	16.00	HR	$26.45	$423.20
Excavator - 60k LB	16.00	HR	$179.52	$2,872.32
Backhoe - Light	16.00	HR	$80.39	$1,286.24
Water Truck - 2000 Gal	16.00	HR	$33.73	$539.68
Foreman	16.00	HR	$61.61	$985.76
Laborer [2]	16.00	HR	$26.20	$838.40
Water Truck Driver	16.00	HR	$33.73	$539.68
Operator: Large Equipment	16.00	HR	$50.27	$804.32
Operator: Small Equipment	16.00	HR	$38.27	$612.32
Trucking (8.00 DY, 0.50 Trucks, 0.06 LOAD/HR)	4.00	LOAD	$1,080.00	$4,320.00
Shoring	4.00	DY	$550.00	$2,200.00
7 - Demo - Cut Sections Of Host Pipe For Lining/Plug Upstream & Downstream Lines	**2.00**	**EACH**	**$2,162.74**	**$4,325.48**
WL-Demo Appurtenances	2.00	EACH	$1,987.74	$3,975.48
WL-Demo Appurtenance Crew (1.33 EACH/DY, 1.50 DY)	2.00	EACH	$1,987.74	$3,975.48
Truck - Crew	12.00	HR	$26.45	$317.40

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost
(Item 7 - Demo - Cut Sections Of Host Pipe For Lining/Plug Upstream & Downstream Lines continued)				
Backhoe - Light	12.00	HR	$80.39	$964.68
Water Truck - 2000 Gal	12.00	HR	$33.73	$404.76
Foreman	12.00	HR	$61.61	$739.32
Operator: Small Equipment	12.00	HR	$38.27	$459.24
Pipelayer	12.00	HR	$30.91	$370.92
Laborer	12.00	HR	$26.20	$314.40
Water Truck Driver	12.00	HR	$33.73	$404.76
Plug - PVC C-Duct Plug 16in	2.00	EACH	$175.00	$350.00
Pump - 4in Pump	8.00	HR	$28.00	$224.00
Pipelayer [2]	4.00	HR	$30.91	$247.28
S 8 - GC-CCTV Fresh Water Camera	**1.00**	**LS**	**$1,350.00**	**$1,350.00**
D 9 - 16" CIPP Lining	**110.00**	**LF**	**$1,213.21**	**$133,453.04**
Subcontracted-CIPP Lining	110.00	LF	$1,191.36	$131,050.00
RH-CIPP Lining Support Crew (110.00 LF/DY, 1.00 DY)	110.00	LF	$21.85	$2,403.04
Truck - Crew	8.00	HR	$26.45	$211.60
Backhoe - Light	8.00	HR	$80.39	$643.12
Water Truck - 2000 Gal	8.00	HR	$33.73	$269.84
Foreman	8.00	HR	$61.61	$492.88
Water Truck Driver	8.00	HR	$33.73	$269.84
Laborer	8.00	HR	$26.20	$209.60
Operator: Small Equipment	8.00	HR	$38.27	$306.16
D 10 - Install New 16" Gate Valves	**1.00**	**EACH**	**$12,951.44**	**$12,951.44**
WL-Gate Valve 16in	1.00	EACH	$12,951.44	$12,951.44
WL-Gate Valve 16in Appurtenance Crew (2.00 EACH/DY, 0.50 DY)	1.00	EACH	$1,055.32	$1,055.32
Truck - Crew	4.00	HR	$26.45	$105.80
Backhoe - Light	4.00	HR	$80.39	$321.56
Foreman	4.00	HR	$61.61	$246.44
Operator: Small Equipment	4.00	HR	$38.27	$153.08
Pipelayer	4.00	HR	$30.91	$123.64
Laborer	4.00	HR	$26.20	$104.80
Valve - Gate Valve 16in	1.00	EACH	$9,293.82	$9,293.82
Accessory Set - Accessory Set with Gland	1.00	EACH	$689.30	$689.30
Ready Mix Concrete - MAG A 3000 - Short Load	5.00	CY	$185.00	$925.00
Riser - Valve Box Riser 8in	1.00	EACH	$988.00	$988.00
D WL-DIP PC 350 16in - Misc. Mega Lug & Bolt Kits	**1.00**	**LS**	**$20,662.81**	**$20,662.81**
WL-DIP PC 350 16in Raw W/ Extra Large Diameter Crew	1.00	LF	$20,662.81	$20,662.81
WL-DIP PC 350 16in Raw Extra Large Diameter Crew (0.67 LF/DY, 1.50 DY)	1.00	LF	$13,723.08	$13,723.08
Truck - Crew	12.00	HR	$26.45	$317.40
Excavator - 110k LB	12.00	HR	$254.32	$3,051.84
Excavator - 75k LB	12.00	HR	$166.30	$1,995.60
Wheel Loader - 40k LB	12.00	HR	$94.96	$1,139.52
Backhoe - Light	12.00	HR	$80.39	$964.68
Dump Truck - 10 Wheel	12.00	HR	$62.67	$752.04
Water Truck - 4000 Gal	12.00	HR	$68.40	$820.80

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost
(Item WL-DIP PC 350 16in - Misc. Mega Lug & Bolt Kits continued)				
Pipelayer [2]	12.00	HR	$30.91	$741.84
Laborer [2]	12.00	HR	$26.20	$628.80
Truck Driver	12.00	HR	$29.73	$356.76
Water Truck Driver	12.00	HR	$33.73	$404.76
MJ Sleeve	2.00	EACH	$573.07	$1,146.14
Field Lock Gasket	1.00	EACH	$86.08	$86.08
DIP Mega With Kit	8.00	EACH	$344.65	$2,757.20
DIP MJ Tee 16	1.00	EACH	$1,247.26	$1,247.26
MJ 90	1.00	EACH	$890.06	$890.06
Foster 16	1.00	EACH	$724.99	$724.99
Tape - Marking Tape	1.00	ROLL	$88.00	$88.00
D 11 - Pit Backfill (2) - Crew And Material	**1.00**	**LS**	**$10,554.36**	**$10,554.36**
WL-DIP PC 350 16in Art W/ Large Diameter Crew	1.00	LF	$8,502.20	$8,502.20
WL-DIP PC 350 16in Art Large Diameter Crew (1.00 LF/DY, 1.00 DY)	1.00	LF	$2,657.20	$2,657.20
Truck - Crew	8.00	HR	$26.45	$211.60
Backhoe - Light [2]	8.00	HR	$80.39	$1,286.24
Foreman	8.00	HR	$61.61	$492.88
Pipelayer	8.00	HR	$30.91	$247.28
Laborer [2]	8.00	HR	$26.20	$419.20
Ready Mix - Slurry ABC Slurry 1/2 Sack	46.00	CY	$125.00	$5,750.00
Tape - Marking Tape	1.00	ROLL	$95.00	$95.00
Shoring	3.00	DY	$550.00	$1,650.00
Operator: Large Equipment	8.00	HR	$50.27	$402.16
D 12 - Landscape Restoration	**1.00**	**LS**	**$3,027.04**	**$3,027.04**
GC-Landscaping Crew (EACH) (1.00 AL/DY, 1.00 DY)	1.00	AL	$2,403.04	$2,403.04
Truck - Crew	8.00	HR	$26.45	$211.60
Water Truck - 2000 Gal	8.00	HR	$33.73	$269.84
Backhoe - Light	8.00	HR	$80.39	$643.12
Foreman	8.00	HR	$61.61	$492.88
Operator: Small Equipment	8.00	HR	$38.27	$306.16
Laborer	8.00	HR	$26.20	$209.60
Water Truck Driver	8.00	HR	$33.73	$269.84
Aggregate - Replace DG	12.00	TON	$52.00	$624.00
D 13 - Traffic Control	**1.00**	**AL**	**$10,000.00**	**$10,000.00**
Barricades	8.00	DY	$1,250.00	$10,000.00
D 14 - CP-Asphalt Remove & Replace	**20.00**	**SF**	**$182.52**	**$3,650.32**
CP-Asphalt Paving	20.00	SY	$182.52	$3,650.32
CP-Asphalt Paving Crew (40.00 SY/DY, 0.50 DY)	20.00	SY	$88.77	$1,775.32
Truck - Crew	4.00	HR	$26.45	$105.80
Asphalt Roller - 35in-50in	4.00	HR	$31.11	$124.44
Backhoe - Light	4.00	HR	$80.39	$321.56
Dump Truck - 6 Wheel (Bobtail)	4.00	HR	$59.40	$237.60
Foreman	4.00	HR	$61.61	$246.44
Operator: Small Equipment [2]	4.00	HR	$38.27	$306.16
Laborer [3]	4.00	HR	$26.20	$314.40

Description	Quantity	UM	Unit Direct Cost	Total Direct Cost
(Item 14 - CP-Asphalt Remove & Replace continued)				
Operator: Small Equipment [2]	4.00	HR	$38.27	$306.16
Laborer [3]	4.00	HR	$26.20	$314.40
Truck Driver	4.00	HR	$29.73	$118.92
Asphalt - Asphalt	25.00	TON	$58.00	$1,450.00
Aspahlt - Tack Coat	1.00	5GAL	$225.00	$225.00
Crack Seal	1.00	LS	$200.00	$200.00

Indirect Items

Description	Quantity	UM	Unit Indirect Cost	Total Indirect Cost
1.1 - GC-Mobilization	**2.00**	**TRIP**	**$1,037.84**	**$2,075.68**
GC-Mobilization	2.00	TRIP	$1,037.84	$2,075.68
GC-Mobilization Crew (1.00 TRIP/DY, 2.00 DY)	2.00	TRIP	$1,037.84	$2,075.68
Transport Truck	16.00	HR	$79.82	$1,277.12
Transport Trailer - 48 FT	16.00	HR	$20.18	$322.88
Truck Driver	16.00	HR	$29.73	$475.68
1.3 - GC-Chlorine & Pressure Test	**3.00**	**DY**	**$2,972.72**	**$8,918.16**
GC-Chlorine & Pressure Test	3.00	DY	$2,972.72	$8,918.16
GC-Chlorine & Pressure Test Crew (1.00 DY/DY, 3.00 DY)	3.00	DY	$2,972.72	$8,918.16
Truck - Crew	24.00	HR	$26.45	$634.80
Backhoe - Light	24.00	HR	$80.39	$1,929.36
Water Truck - 2000 Gal	24.00	HR	$33.73	$809.52
Hydrostatic Test Pump Trailer	24.00	HR	$40.30	$967.20
Foreman	24.00	HR	$61.61	$1,478.64
Operator: Small Equipment	24.00	HR	$38.27	$918.48
Pipelayer	24.00	HR	$30.91	$741.84
Laborer	24.00	HR	$26.20	$628.80
Water Truck Driver	24.00	HR	$33.73	$809.52
2.0 - JI- Dump Fees	**5.00**	**EACH**	**$95.00**	**$475.00**
2.2 - JI-Construction Water	**15,000.00**	**GAL**	**$0.05**	**$750.00**
2.3 - JI-Water Meter	**1.00**	**EACH**	**$1,500.00**	**$1,500.00**
2.4 - JI-Water & Ice	**8.00**	**WDAY**	**$25.00**	**$200.00**
2.6 - GC-Site Clean Up	**0.25**	**DY**	**$1,453.76**	**$363.44**
GC-Site/Yard Setup & Takedown	0.25	DY	$1,453.76	$363.44
GC-Site/Yard Setup & Takedown Crew (1.00 DY/DY, 0.25 DY)	0.25	DY	$1,453.76	$363.44
Truck - Crew	2.00	HR	$26.45	$52.90
Water Truck - 2000 Gal	2.00	HR	$33.73	$67.46
Foreman	2.00	HR	$61.61	$123.22
Laborer	2.00	HR	$26.20	$52.40
Water Truck Driver	2.00	HR	$33.73	$67.46
2.8 - JI-Portas/J-Johns	**0.50**	**MO**	**$1,000.00**	**$500.00**
3.1 - JI-Project Manager	**3.00**	**DY**	**$821.12**	**$2,463.36**
JI-Project Manager	24.00	HR	$102.64	$2,463.36
JI Project Manager Crew (8.00 HR/DY, 3.00 DY)	24.00	HR	$102.64	$2,463.36

Description	Quantity	UM	Unit Indirect Cost	Total Indirect Cost
(Item 3.1 - JI-Project Manager continued)				
JI-Project Manager Crew (8.00 HR/DY, 3.00 DY)	24.00	HR	$102.64	$2,463.36
Truck - Management	24.00	HR	$16.67	$400.08
Project Manager	24.00	HR	$85.97	$2,063.28
D 3.2 - JI-Project Superintendent	**8.00**	**DY**	**$827.44**	**$6,619.52**
JI-Project Superintendent	64.00	HR	$103.43	$6,619.52
JI-Project Superintendent Crew (8.00 HR/DY, 8.00 DY)	64.00	HR	$103.43	$6,619.52
Truck - Management	64.00	HR	$16.67	$1,066.88
Project Superintendent	64.00	HR	$86.76	$5,552.64
D 3.3 - JI-Project Engineer	**5.00**	**DY**	**$636.88**	**$3,184.40**
JI-Project Engineer	40.00	HR	$79.61	$3,184.40
JI-Project Engineer Crew (8.00 HR/DY, 5.00 DY)	40.00	HR	$79.61	$3,184.40
Truck - Management	40.00	HR	$16.67	$666.80
Project Engineer	40.00	HR	$62.94	$2,517.60
P 5.3 - JI-First Aid	**1.00**	**LS**	**$150.00**	**$150.00**
P 5.4 - JI-PPE/Fall Protection	**1.00**	**LS**	**$680.00**	**$680.00**
P 5.5 - JI-Small Tools & Supplies	**1.00**	**LS**	**$500.00**	**$500.00**
S GC-SWPPP	**1.00**	**LS**	**$1,750.00**	**$1,750.00**

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 Agreement amount)

KNOW ALL MEN BY THESE PRESENTS THAT:_____

(hereinafter "Principal"), and _____ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, 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 _____(hereinafter "Obligee") in the amount of _____ (Dollars) ($_____), 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 Agreement with the Obligee, dated

the _____ day of _____, 20__ for construction of **HAHN RESERVOIR MAIN REPAIR, WA2303.401** which Agreement 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 Agreement during the original term of the Agreement and any extension of the Agreement, with or without notice of the Surety, and during the life of any guaranty required under the Agreement, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the Agreement 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 Agreement.

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 _____ day of _____, 20__.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

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 Agreement amount)

KNOW ALL MEN BY THESE PRESENTS THAT:_____

(hereinafter "Principal"), as Principal, and _____(hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, 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 _____ (hereinafter "Obligee") in the amount of _____ (Dollars) ($_____), 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 Agreement with the Obligee, dated the _____ day of _____, 20___ for construction of **HAHN RESERVOIR MAIN REPAIR, WA2303.401** which Amendment 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 Agreement, 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 Agreement.

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 _____ day of _____, 20__.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

_____
AGENT ADDRESS

EXHIBIT E

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project Name: **HAHN RESERVOIR MAIN REPAIR**
Project No.: **WA2303.401**

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 Agreement, 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: **HAHN RESERVOIR MAIN REPAIR**
Project No.: **WA2303.401**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **WA2303.401** HAVE BEEN DELIVERED IN ACCORDANCE WITH THE AGREEMENT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE CONTRACTOR UNDER THE AGREEMENT 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

EXHIBIT G

SUBCONTRACTOR DOCUMENTS WITH CONTRACTOR

Any subconsultant assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the Consultant and their subconsultants, and do not apply to the Agreement between the Consultant and the City.

Project Proposal

AEGION Stronger. Safer. Infrastructure. Insituform

PROPOSAL DATE: **1/26/23**

PROJECT NAME: **HAHN RESERVOIR – WARNER RD – 16" CIPP PRESSURE LINING**

CUSTOMER: **B&F CONTRACTING**

INSITUFORM TECHNOLOGIES, LLC herein proposes to furnish a Proposal for all labor, materials, equipment, and services set forth below for the above referenced project. All pricing is considered confidential.

PROPOSAL PRICING

ITEM #	DESCRIPTION	QTY	UNIT	Unit $	Total $
	Mobilization	1	LS	$9,500	$9,500
	16" IMain Pressure CIPP	110	LF	$1,105	$121,550
	Total				**$131.050**
	Lining Only (See full list of Inclusions & Exclusions below.)				

ASSUMPTIONS & QUALIFICATIONS

Insituform Technologies, LLC have based proposal on a nominal wall thickness for the InsituTube as shown in the specifications or derived from general, industry accepted specifications and design criteria. This is based on the best available information at the time of this proposal. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended thickness for all or various portions of the work. Final recommendations may be submitted following completion of preliminary video inspection of the existing pipeline to be rehabilitated. Stated prices are subject to change if unforeseen conditions are determined.

Insituform Technologies, LLC is not a union shop and considered a specialty contractor, and shall not be subject to any union requirements or project labor agreements.

Water shall be provided at no cost to Insituform Technologies for all construction phases of this project. Insituform Technologies will follow all required deposit, backflow prevention, and metering procedures.

Access requirements for existing pipeline to be rehabilitated shall be provided by Owner – includes entry and exit access approved from Insituform Project Manager and/or Field Engineer.

Driving access to the installation/cleaning points shall be provided by the GC, or others.

ITI assumes the work will be completed during dry weather conditions.

PROPOSAL INCLUSIONS

Insituform Technologies, LLC proposal pricing includes only items listed below; other items, scope of work, and/or project requirements are not part of the Insituform Technologies, LLC proposal pricing.

1. One mobilization and demobilization for 110 LF of 16" IMain CIPP liner as stated in drawings.
2. Pricing is based on one instance of mobilization. Additional mobilization will be required depending on project schedule.
3. CCTV inspection immediately after lining is complete
4. Install resin impregnated InsituMain CIPP liner in accordance with ASTM F1216 or 1743.
5. At this time Insituform estimates **one (1)** CIPP installations and will need **two (2)** pit locations. If unforeseen bends, valves or other impediments are encountered this may change.
6. Materials will be wetout at an approved, existing Insituform wetout location. Impregnation shall be performed under permanent facility-controlled environment.
7. Measure pipe for material acquisition at **least six (4) weeks prior to lining**. The GC is responsible to provide the access/means to acquire these measurements. CIPP materials can be manufactured/ordered after pipe measurements are taken and pits are prepared.
8. All mechanicals, labor, and equipment required for pressuring testing.
9. Confined space safe entry practices.
10. Standard construction warranty as indicated in Warranty section of project specifications.
11. Certificate of insurance with a standard coverage.

PROPOSAL EXCLUSIONS

Insituform Technologies, LLC proposal pricing excludes all items and scope of work listed below. Any and all items below are to be furnished "by others". Insituform Technologies, LLC is not responsible for any costs associated with items listed below – Excluded in proposal pricing.

- Provide all necessary permits. Make provisions for appropriate timeframes for work during installation and curing of the Insituform liner, this may include around the clock work during the liner cure process.
- GC to supply material and labor for final tie-in/completion at all pit locations.
- Bypass or temporary flows management.
- Pre-CCTV video and cleaning prior to the InsituMain installation.
- Provide all environmental controls (i.e., hay bales, silt fence etc.) that may be required adjacent to manholes, access points and/or water supply hose.
- Provide sufficient water to complete CIPP installation location free of charge to ITI. ITI assumes 2" connection with a minimum pressure of 50 psi. Provide water to the insertion pit location.
- GC to provide a laydown area for all materials and equipment for the duration of the project.
- Provide any traffic control as needed, including police details and/or flagmen and special traffic control setups that may be required when working near or on a local or State Road.
- If the pipe is damaged during any industry standard high-pressure jet cleaning operations, preparation or lining, the repair of the pipe is the responsibility of others. If subsequent cleaning is required to remove debris that has fallen into the pipe because of any such collapse or repair, this would also be the responsibility of others.
- Removal of any laterals, tees, bends, valves or any other fitting that may impede CIPP liner installation.
- Restoration including but not limited to pavement, concrete, seeding, turf, grading, etc.
- Labor, mechanicals, and fittings for final tie in at tees and branch lines.
- Provide a secure yard or facility for the overnight and weekend storage/parking of Insituform trucks and equipment if needed.
- Dewatering host pipe prior to the CIPP lining and post-lining CCTV. Dewatering of installation pits, including well pointing if necessary.
- BAC-T/Chlorination and bacteria testing.
- Furnish/installation of closure piping and all service connections.

- Pits/excavations required for pipe access (cutouts) and service reconnections, valves and hydrants as shown on plans. All pits to include OSHA approved shoring and access and need to be vehicle accessible.
    - **Excavation pits need to be 6'x 10' in length, with at least 6-8 ft of host pipe removed host pipes. These dimensions will be for both the insertion and receiving pits.** If unforeseen bends, valves or other impediments are encountered this may change, an additional pit may be required at these locations.
- Provide backwall within the excavation pits for supporting the pressure testing.
- Provide the access necessary for Insituform to acquire ID measurement within ¼" at least 4 weeks prior to anticipated lining date.
- Prime Tax on Material
- Shutdowns due to weather decisions / environmental concerns by Owner / GC will be charged at provided standby rates
- Survey fees / costs

PROPOSAL TERMS & CONDITIONS

a) When CIPP is required to negotiate bends or defects in the host pipe, there is a tendency to experience wrinkling in the installed CIPP around the inside radius of the bend or in the area where the host pipe defect is located. This is normal and should be expected. It will not affect the structural integrity of the finished product. Insituform will not be liable for repairs or penalties due to wrinkles in the CIPP at the locations of bends or defects in the host pipe.

b) Limits of Liability. In consideration of INSITUFORM TECHNOLOGIES agreement to maintain no less than $5,000,000 of comprehensive general liability insurance in the form required by the Contract, INSITUFORM TECHNOLOGIES liability to the Prime for any matter covered by such insurance will be limited to the extent of such insurance and the Prime will indemnify and hold INSITUFORM TECHNOLOGIES harmless from any third party claims covered by such insurance to the extent such claims exceed the limits of such insurance. Neither party shall be liable to the other for consequential damages relating to the contract. In case of conflict between this provision and any other provision in the Contract as ultimately executed, this provision shall govern and prevail.

c) LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY. WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, INSITUFORM AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY INSITUFORM WHICH ARE BROUGHT TO THE ATTENTION OF INSITUFORM WITHIN ONE YEAR FOLLOWING COMPLETION OF INSITUFORM'S WORK, PROVIDED OWNER AFFORDS INSITUFORM SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.

d) MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.

e) PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT. This proposal is subject to agreement of the parties on other terms and conditions as are customary in contracts of this nature.

f) Quantities are estimated. Unit prices apply for actual invoice and payment.

g) Payments are due at net within thirty days of invoice. Final payment is due within thirty days of completion of project.

h) Monthly progress partial payments shall be requested for the value of work in progress or completed, including materials secured and on site.

i) Prices stated are in effect for thirty days from the date of this proposal. The acceptance period may be extended at the sole option of INSITUFORM TECHNOLOGIES

j) Conflicts. In case of conflict between the provision of the aforesaid paragraphs and any other provision in the Contract as ultimately executed the provisions as set forth above shall govern and prevail.

This proposal is subject to the Terms and Conditions at www.aegion.com/INSPPTerms, which form an integral part of this proposal.

Project Proposal

AEGION
Stronger. Safer. Infrastructure.

Insituform

OFFERED BY:

INSITUFORM TECHNOLOGIES, LLC

Todd Venable

TODD VENABLE
BUSINESS DEVELOPMENT MANAGER
(480) 938-7145
evenable@aegion.com

Arizona Office: 645 S. 24th Street
Tempe, AZ 85282
(480) 446-0620

CONTRACTOR LICENSE & REGISTRATION NUMBERS - Western.US:

AZ (277787) **UT** (6981198-5501) **NM** (374011) **CA** (758411) **OR** (133115) **WA** (INSITTL883CW) **NV** (0048110) **HI** (21894)

ACCEPTED BY:

_____
CONTRACTOR NAME

_____
AUTHORIZED REPRESENTATIVE

_____
SIGNATURE

_____
CONTRACTOR

PROJECT NAME	16 inch DIP WM Rehab_ Hahn Reservoir_Warner Rd_ Chandler AZ
LOCATION	Chandler, AZ
CLIENT	City of Chandler

City of Chandler
Chandler_Hahn Reservoir 16" DI WM Rehab
AZ

PIPE MEAN INSIDE DIAMETER (inches)	16.00 in
OVALITY (q) %	2.00 %
PIPE MINIMUM INSIDE DIAMETER (inches)	15.68 in
INTERNAL PRESSURE, (P) psi	65.0 psi
INSITUMAIN™ FLEXURAL MODULUS (E) psi	400000 psi
INSITUMAIN™ FLEXURAL STRENGTH (s) psi	6500 psi
FLEXURAL MODULUS REDUCTION TO ACCOUNT FOR LONG-TERM EFFECTS (%)	50 %
PROPOSED NUMBER OF FIBERGLASS LAYERS	1
TENSILE LOAD CAPACITY	2,700 lb/inch
TENSILE LOAD CAPACITY RETENTION TO ACCOUNT FOR LC 1.33	50.00 %
INTERNAL PRESSURE FACTOR OF SAFETY, N_p	2.0

Dated: 5-4-23

I. Internal Pressure Design

The proposed construction has 1 layers of fiberglass

ISO Equation R161-1960

Internal Pressure - $$P = \frac{2 \times T_L}{(OD - t) \times N}$$

where,

P = Pressure Rating >=	65 psi		
t = InsituMain™ wall thickness =	8.50 mm	0.335	in
T_L = 50 year tensile load capacity =	1350 lbs/inch		
OD = outside diameter of InsituMain™	16.0 in		
N = internal pressure factor of safety =	2.0		

Therefore $$P = \frac{2 \times T_L}{(OD-t) \times N} =$$ 86.2 psi > 65.0 psi

SELECT INSITUMAIN™ THICKNESS

* THICKNESS LIMITATIONS *
8.5 mm: INTERNAL PRESSURE, NOMINAL INSITUMAIN™ THICKNESS
RECOMMENDED INSTALLED NOMINAL THICKNESS: 8.5 mm

The input data for this project should be verified in the field prior to construction. Should any other conditions exist now or be expected in the field over the design life of this Insitumain™ differing from the information contained herein, then appropriate adjustments must be made to the design calculations.

<><><><><><><> INSITUMAIN DESIGN ASTM F1216 <><><><><><><>

Client: City of Chandler
Project: 16 inch DIP WM Rehab_ Hahn Reservoir_Warner Rd_ Chandler AZ
Location: Chandler, AZ

Date:
Time:
Prep:

Conduit \ Condition: Pressure Pipe, Below Ground, Fully Deteriorated

400,000	psi	Flexural Modulus
50	%	Flexural Modulus Reduction to Account for Long-term Effects
6,500	psi	Flexural Strength
2.00		Safety Factor for External Loads
2.00		Safety Factor, Internal Pressure
6,500	psi	Tensile Strength
50.00	%	Tensile Load Capacity Retention to Account for Long-term Effects
16.00	inches	Mean Diameter
15.68	inches	Minimum Diameter
2.00	%	Ovality
1.33	feet	Maximum External Water Pressure to flowline
15.66	feet	Depth at Top of Conduit , soil only
65.00	psi	Maximum Internal Pressure
120.00	lb./cu.ft.	Soil Density
1000	psi	Soil Modulus
13.6	psi	Total Loading (includes 0.52 psi Highway surcharge)

Thickness Limitations (in inches)

0.100	inches	: Maximum compressive hoop stress
0.120	inches	: External pressure buckling
0.225	inches	: Minimum stiffness limitation, deteriorated conduit
0.255	inches	: External pressure, deteriorated conduit (AWWA)
1.0	layers	: Internal pressure, deteriorated conduit, no. of fiber reinforced layers

Minimum Design Thickness due to External Loads = 0.255 inches = 6.47 mm

The input data for this project should be verified in the field prior to construction. Should other conditions exist now or are expected in the field over the design life of the InsituMain differing from the information contained herein, then appropriate adjustments must be made to the design calculations.

Winwater™
OF PHOENIX
WATER • SEWER • STORM

11051 N 132ND AVE
SURPRISE, AZ 85379

PHONE (623) 536-6192
FAX (623) 536-9307

Job Name
CHANDLER PROJECT

Quote No.	Date	Page
0026806	4/28/23	1
Expiration Date		5/28/23
Revised Date		4/28/23
Bid Due Date		4/28/23

Quoted To Customer

B & F CONTRACTING INC
11011 N 23RD AVE
PHOENIX, AZ 85029 4828

Phone (623) 582-1170
Fax (623) 582-3761

Quoted By

DANNY KOELLEN
drkoellen@winwaterworks.com
(623) 229-2804

Customer	Payment Terms	Quoted To	Salesperson	FOB
002037	2% 10TH, NET 25TH	DANNY KOELLEN	HOUSE ACCOUNT	S

Line	Qty.	Description	Unit Price	UOM	Extended Price
		-------VALVES W/ VB&C-			
2.0	2	16 OL MJ X MJ RW GATE VALVE 7571 KENNEDY	9293.8200	EA	18587.64
3.0	4	16 TUFGRIP DI JNT REST &ACC F 114215 IMP W/ACC	272.2300	EA	1088.92
4.0	2	6855-16T TOP SECTION SLIP LL 112228 IOMP L/ACC	72.5000	EA	145.00
5.0	2	6855-36B BOTTOM SECTION SLIP 112082 IMP L/ACC	92.5000	EA	185.00
6.0	2	NON POP POLYMER LID - WATER	54.3300	EA	108.66
7.0	1	DC457 DEBRIS CAP BLUE - WATER	61.7700	EA	61.77
		SUBTOTAL			**20176.99**
		-------- PIPE --------			
11.0	36	16 CL350 DI PIPE SJ AC/CL TYTON JOINT	86.2900	EA	3106.44
12.0	340	37" POLYWRAP FOR 18 DIP 14"-18" BLACK 340' 20' PERF.	1.0900	FT	370.60
13.0	2	T17-102 2X100 10 MIL PVC TAPE	6.7500	EA	13.50
		Spec sheet https://prismedia.ws/app/uploads/sites/3/2017/02/SPEC-09202017-JOINTS-STEEL-PIPE-NS-WORLD-AND-MAIN-117102-340FT-2X100-SPEC.pdf			
		SUBTOTAL			**3490.54**
		----------PIT #1--------			
17.0	1	16 MJ L/SLV C153 TC IMP 137450 IMP L/ACC C153	566.2300	EA	566.23
18.0	2	16 TUFGRIP DI JNT REST &ACC F 114215 IMP W/ACC	272.2300	EA	544.46
19.0	1	16 TYTON FIELD LOC GASKET	368.3800	EA	368.38
		SUBTOTAL			**1479.07**
		---------PIT #2----------			
23.0	1	16 MJ 90 C153 CL-TC IMP 101956 IMP L/ACC C153	757.7900	EA	757.79
24.0	1	16 MJXMJ TEE C153 CL-TC IMP 103257 IMP L/ACC C153	993.2000	EA	993.20
25.0	6	16 TUFGRIP DI JNT REST &ACC F	272.2300	EA	1633.38

Winwater
OF PHOENIX
WATER • SEWER • STORM

Job Name
CHANDLER PROJECT

Quote No.	Date	Page
0026806	4/28/23	2
Expiration Date		5/28/23
Revised Date		4/28/23
Bid Due Date		4/28/23

Line	Qty.	Description	Unit Price	UOM	Extended Price
		114215 IMP W/ACC			
26.0	1	16 FOSTER ADAPT W/ ACC 16FA-OX	567.5200	EA	567.52
27.0	1	16 MJ L/SLV C153 TC IMP	566.2300	EA	566.23
		137450 IMP L/ACC C153			
		SUBTOTAL			**4518.12**

Tax Area Id	Net Sales	29,664.72
030130700	Freight	.00
	Tax	.00
	Quotation Total	29,664.72

CHANDLER arizona
Community of Innovation

City Council Memorandum Cultural Development Memo No. CP23-144

Date: June 15, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kim Moyers, Cultural Development Director
Kimberly Moon, Capital Projects Manager
From: Hafiz Noor, Construction/Design Project Manager
Subject: Project No. ST2203.401 with Sunland Asphalt & Construction, Inc., Pursuant to Job Order Project No. JOC1909.401, for the Boston Street Improvements

Proposed Motion:

Move City Council Award Project No. ST2203.401 to Sunland Asphalt & Construction, Inc., Pursuant to Job Order Project No. JOC1909.401, for the Boston Street Improvements, in an amount not to exceed $1,943,984.03.

Background/Discussion:

The Boston Street Project, located between Arizona Avenue and California Street in Downtown Chandler, consists of improvements to the existing two travel lanes as well as the parallel parking on the north side of the street and the angled parking on the south side of the street. This work is intended to repair the road surface of Boston Street, widen the northern sidewalk east of Oregon Street and the southern sidewalk west of Oregon Street, and improve the pedestrian crossings.

Boston Street has seen the deterioration of asphalt from poor drainage, causing the street to crack and become unlevel at the crosswalk at San Marcos Place. The project also includes raised bulb-outs to make it safer for pedestrians to see oncoming vehicles before crossing, a drop-off zone to support area restaurants and shopping, and a consistent and unified look from historic downtown west to the new DC Heights multifamily complex. Upon completion, wayfinding signage and placemaking elements will be added as called for in the recently-completed Pedestrian and Wayfinding Study. The recommendations of

this study, along with other planned improvements in Downtown Chandler, were presented to the City Council Neighborhoods Subcommittee (Vice Mayor Orlando, Councilmembers Poston and Harris) on February 9, 2023.

Due to the high volume of pedestrian and vehicular traffic along Boston Street and the impactful nature of this project, staff has been communicating with the downtown business community and affected businesses through emails, phone calls, Downtown Chandler Community Partnership (DCCP) e-blasts, and in-person meetings to discuss timing, layout design and aesthetic features. Additionally, a public relations firm will be contracted to assist with communication prior to and during construction.

The project scope of work consists of removal and replacement of travel lanes in the eastbound and westbound directions, curb, gutter, sidewalk, Americans with Disabilities Act (ADA) upgrades, striping, utility adjustments, and landscape improvements. The Agreement completion time is 210 calendar days following Notice to Proceed. The project will begin in mid-June and should be substantially complete by the first part of November 2024.

A related Professional Services Agreement with Consultant Engineering, Inc., for the Boston Street Improvement Construction Management Services, is also scheduled for this City Council meeting.

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.

Financial Implications:

Funding for this agreement is contingent upon City Council adopting the FY 2023-24 budget.

Fiscal Impact

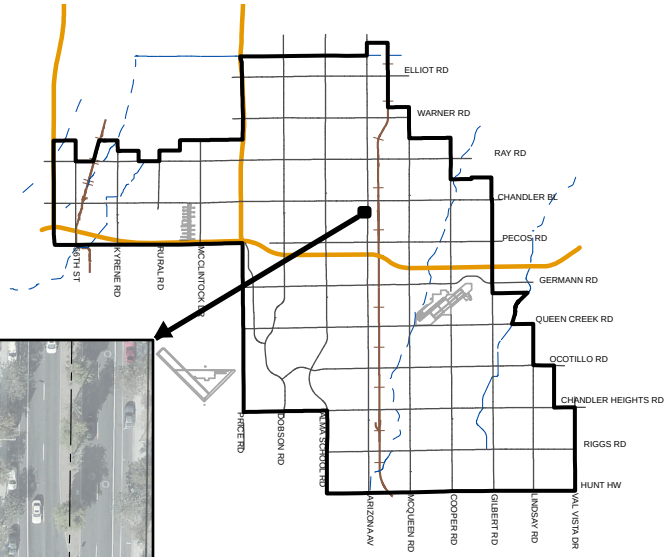
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
411.3310.5219.0000.6ST773	General Gov't Capital	Boston Street Improvements	$1,943,984.03	Y

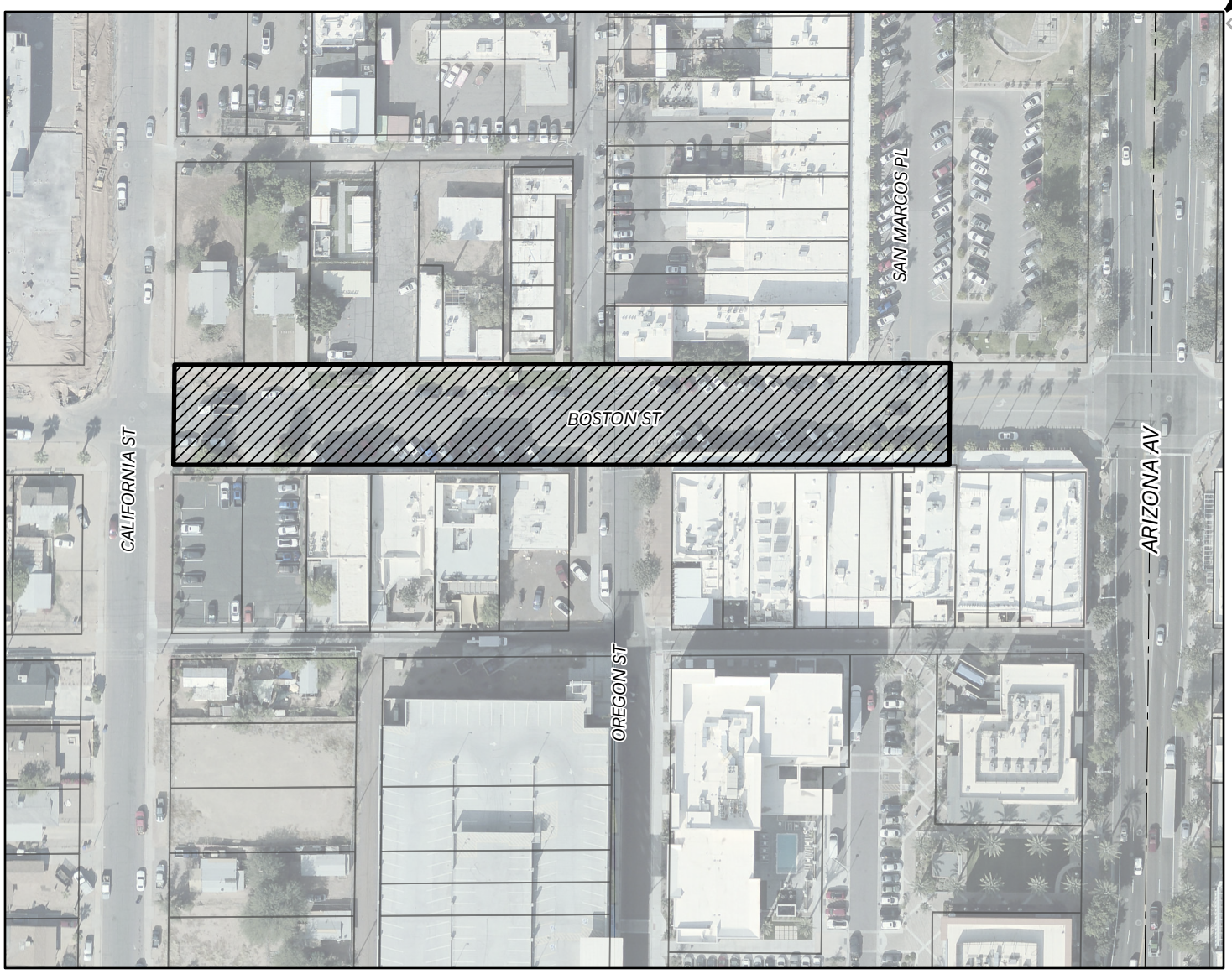
Attachments

Location Map
Agreement

CHANDLER
arizona

BOSTON STREET IMPROVEMENTS
PROJECT NO. ST2203.401





MEMO NO. CP23-144

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 5/18/2023 MaricelaH

CITY OF CHANDLER
JOB ORDER PROJECT AGREEMENT

Project Name: **BOSTON STREET IMPROVEMENTS**

Project No. **ST2203.401**

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 **Sunland Asphalt & Construction, Inc.**, an Arizona corporation, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC1909.401 ("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 January 22, 2020, 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 provide improvements on Boston Street 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 **BOSTON STREET IMPROVEMENTS**, Project Number **ST2203.401**. The scope of work consists of improvements to Boston Street, 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 **$1,943,984.03** 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 **210** calendar days from the Notice to Proceed (NTP) Date.

ARTICLE 4. PARTICIPANTS

CITY:	Construction Project Manager: Scott Riter	
	Phone:	480-782-3328
	Email:	Scott.riter@chandleraz.gov
JOC CONTRACTOR:	Sunland Asphalt & Construction, Inc.	
	1625 E. Northern Ave. Phoenix, AZ 85020	
	JOC Contractor Representative: Roger Eischen	
	Phone:	602-527-1384
	Email:	reischen@sunlandasphalt.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:

ATTEST:

City Clerk SEAL

"JOC CONTRACTOR"
Sunland Asphalt & Construction, Inc.:

05.25.2023
Signature Date

Chris Eischen
Print Name

Division Manager - Civil
Title

ATTEST: If Corporation

Secretary

STEFANIE MONSEN
Notary Public, State of Arizona
Maricopa County
Commission # 611964
My Commission Expires
September 05, 2025

ADDRESS FOR NOTICE

Sunland Asphalt & Construction, Inc.

1625 E. Northern Ave.

Phoenix, AZ 85020

EXHIBIT A
SCOPE OF WORK

SUNLAND ASPHALT

ARIZONA
NEVADA
NEW MEXICO
COLORADO
TEXAS
OKLAHOMA

May 23, 2023

Scott Riter
Construction Project Manager
City of Chandler
Public Works & Utilities Department

Re: **Exhibit A - Scoping Letter**
ST2203.401 Boston Street Improvements

The construction of project ST2203.401 will consist of roadway and pedestrian improvements of Boston Street, from California Street to Arizona Avenue. Work will include removal and replacement of most existing curb and gutter and roadway structural section, installation of new sidewalks, pedestrian ramps and PCCP, minor electrical installations of a street light and future conduits, minor landscaping, striping of the new roadway and utility adjustments.

Due to the nature of the project and current extent of design, the above scope of work is subject to change including addition or removal of work types. We are committed to being flexible on this fluid project.

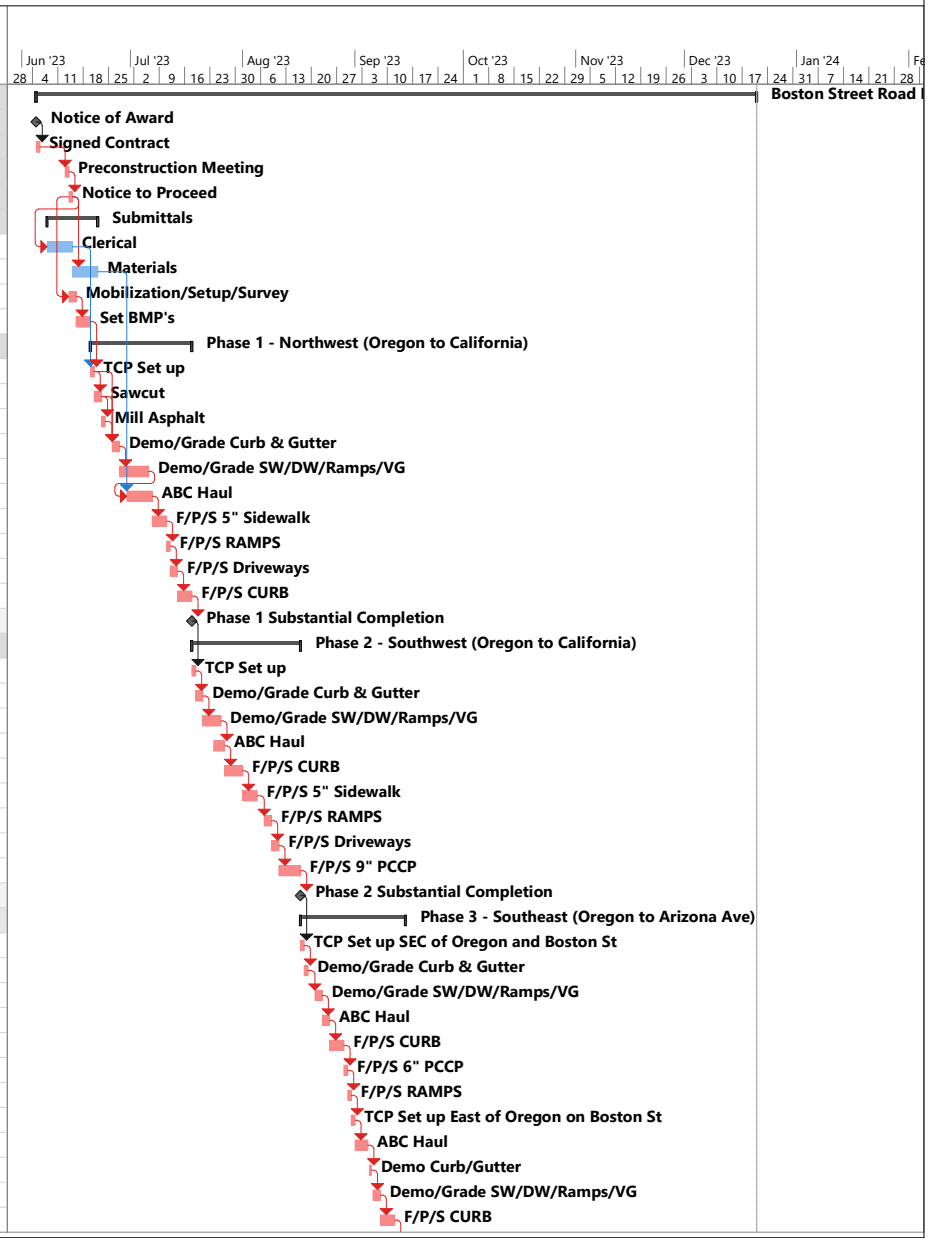
Should you have any questions concerning this document, please contact me.

Regards,

Chris Eischen
Division Manager – Civil

Exhibit A
ST2203.401 Boston Street Improvements - Schedule - 15% Plans
(Phased for Concrete Work in 4 Quadrants, Mainline Paving in Halves)

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		**Boston Street Road Improvments**	**139 days**	**Mon 6/5/23**	**Wed 12/20/23**	
2		Notice of Award	0 days	Mon 6/5/23	Mon 6/5/23	
3		Signed Contract	1 day	Mon 6/5/23	Mon 6/5/23	2
4		Preconstruction Meeting	1 day	Tue 6/13/23	Tue 6/13/23	3FS+5 days
5		Notice to Proceed	1 day	Wed 6/14/23	Wed 6/14/23	4
6		**Submittals**	**10 days**	**Thu 6/8/23**	**Wed 6/21/23**	
7		Clerical	5 days	Thu 6/8/23	Wed 6/14/23	5FS-5 days
8		Materials	5 days	Thu 6/15/23	Wed 6/21/23	5
9		Mobilization/Setup/Survey	2 days	Wed 6/14/23	Thu 6/15/23	5SS
10		Set BMP's	2 days	Fri 6/16/23	Mon 6/19/23	9
11		**Phase 1 - Northwest (Oregon to California)**	**18 days**	**Tue 6/20/23**	**Mon 7/17/23**	
12		TCP Set up	1 day	Tue 6/20/23	Tue 6/20/23	10,7
13		Sawcut	2 days	Wed 6/21/23	Thu 6/22/23	12
14		Mill Asphalt	1 day	Fri 6/23/23	Fri 6/23/23	13
15		Demo/Grade Curb & Gutter	2 days	Mon 6/26/23	Tue 6/27/23	14,12,13
16		Demo/Grade SW/DW/Ramps/VG	4 days	Wed 6/28/23	Wed 7/5/23	15
17		ABC Haul	3 days	Fri 6/30/23	Thu 7/6/23	16FS-2 days,8
18		F/P/S 5" Sidewalk	2 days	Fri 7/7/23	Mon 7/10/23	17
19		F/P/S RAMPS	1 day	Tue 7/11/23	Tue 7/11/23	18
20		F/P/S Driveways	2 days	Wed 7/12/23	Thu 7/13/23	19
21		F/P/S CURB	2 days	Fri 7/14/23	Mon 7/17/23	20
22		**Phase 1 Substantial Completion**	**0 days**	**Mon 7/17/23**	**Mon 7/17/23**	**21**
23		**Phase 2 - Southwest (Oregon to California)**	**22 days**	**Tue 7/18/23**	**Wed 8/16/23**	
24		TCP Set up	1 day	Tue 7/18/23	Tue 7/18/23	22
25		Demo/Grade Curb & Gutter	2 days	Wed 7/19/23	Thu 7/20/23	24
26		Demo/Grade SW/DW/Ramps/VG	3 days	Fri 7/21/23	Tue 7/25/23	25
27		ABC Haul	3 days	Mon 7/24/23	Wed 7/26/23	26FS-2 days
28		F/P/S CURB	3 days	Thu 7/27/23	Mon 7/31/23	27
29		F/P/S 5" Sidewalk	4 days	Tue 8/1/23	Fri 8/4/23	28
30		F/P/S RAMPS	2 days	Mon 8/7/23	Tue 8/8/23	29
31		F/P/S Driveways	2 days	Wed 8/9/23	Thu 8/10/23	30
32		F/P/S 9" PCCP	4 days	Fri 8/11/23	Wed 8/16/23	31
33		**Phase 2 Substantial Completion**	**0 days**	**Wed 8/16/23**	**Wed 8/16/23**	**32**
34		**Phase 3 - Southeast (Oregon to Arizona Ave)**	**21 days**	**Thu 8/17/23**	**Thu 9/14/23**	
35		TCP Set up SEC of Oregon and Boston St	1 day	Thu 8/17/23	Thu 8/17/23	33
36		Demo/Grade Curb & Gutter	1 day	Fri 8/18/23	Fri 8/18/23	35
37		Demo/Grade SW/DW/Ramps/VG	2 days	Mon 8/21/23	Tue 8/22/23	36
38		ABC Haul	2 days	Wed 8/23/23	Thu 8/24/23	37
39		F/P/S CURB	2 days	Fri 8/25/23	Mon 8/28/23	38
40		F/P/S 6" PCCP	1 day	Tue 8/29/23	Tue 8/29/23	39
41		F/P/S RAMPS	1 day	Wed 8/30/23	Wed 8/30/23	40
42		TCP Set up East of Oregon on Boston St	1 day	Thu 8/31/23	Thu 8/31/23	41
43		ABC Haul	2 days	Fri 9/1/23	Mon 9/4/23	42
44		Demo Curb/Gutter	1 day	Tue 9/5/23	Tue 9/5/23	43
45		Demo/Grade SW/DW/Ramps/VG	2 days	Wed 9/6/23	Thu 9/7/23	44
46		F/P/S CURB	2 days	Fri 9/8/23	Mon 9/11/23	45

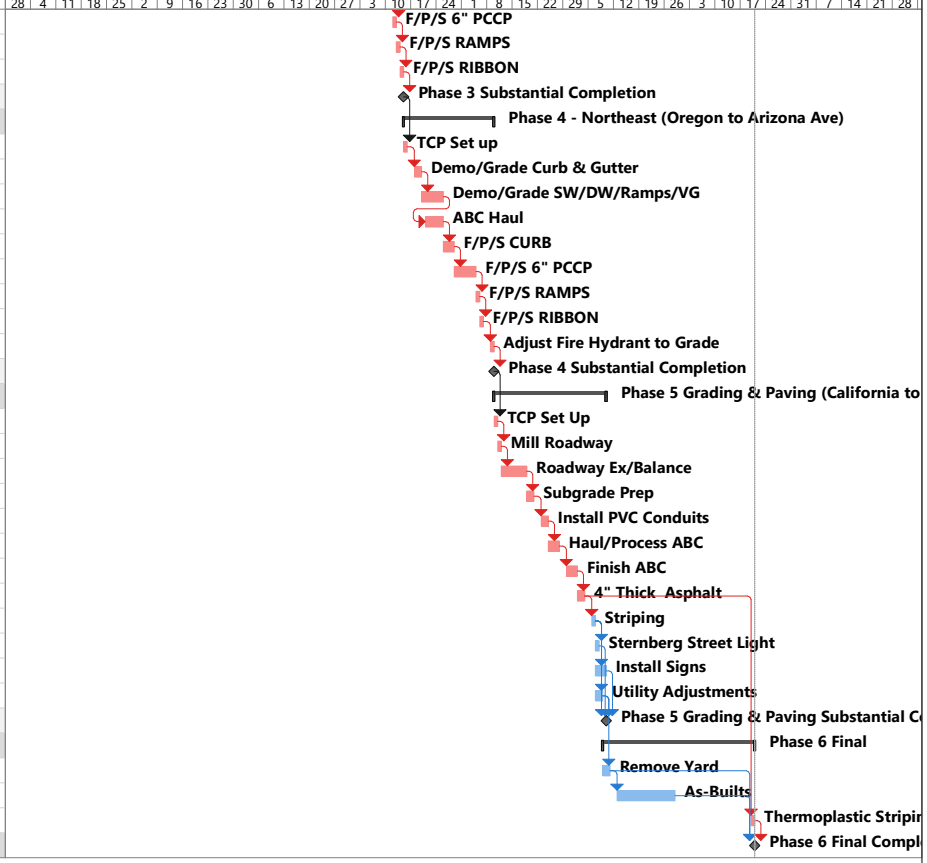


Project: BOSTON ST 15% PLAN
Date: Tue 5/23/23

Task | Summary | Manual Summary Rollup | Critical | Manual Progress
Milestone | Manual Task | Manual Summary | Progress

Exhibit A
ST2203.401 Boston Street Improvements - Schedule - 15% Plans
(Phased for Concrete Work in 4 Quadrants, Mainline Paving in Halves)

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
47		F/P/S 6" PCCP	1 day	Tue 9/12/23	Tue 9/12/23	46
48		F/P/S RAMPS	1 day	Wed 9/13/23	Wed 9/13/23	47
49		F/P/S RIBBON	1 day	Thu 9/14/23	Thu 9/14/23	48
50		**Phase 3 Substantial Completion**	**0 days**	**Thu 9/14/23**	**Thu 9/14/23**	**49**
51		**Phase 4 - Northeast (Oregon to Arizona Ave)**	**17 days**	**Fri 9/15/23**	**Mon 10/9/23**	
52		TCP Set up	1 day	Fri 9/15/23	Fri 9/15/23	50
53		Demo/Grade Curb & Gutter	2 days	Mon 9/18/23	Tue 9/19/23	52
54		Demo/Grade SW/DW/Ramps/VG	4 days	Wed 9/20/23	Mon 9/25/23	53
55		ABC Haul	3 days	Thu 9/21/23	Mon 9/25/23	54FS-3 days
56		F/P/S CURB	3 days	Tue 9/26/23	Thu 9/28/23	55
57		F/P/S 6" PCCP	4 days	Fri 9/29/23	Wed 10/4/23	56
58		F/P/S RAMPS	1 day	Thu 10/5/23	Thu 10/5/23	57
59		F/P/S RIBBON	1 day	Fri 10/6/23	Fri 10/6/23	58
60		Adjust Fire Hydrant to Grade	1 day	Mon 10/9/23	Mon 10/9/23	59
61		**Phase 4 Substantial Completion**	**0 days**	**Mon 10/9/23**	**Mon 10/9/23**	**60**
62		**Phase 5 Grading & Paving (California to Arizona Ave)**	**23 days**	**Tue 10/10/23**	**Thu 11/9/23**	
63		TCP Set Up	1 day	Tue 10/10/23	Tue 10/10/23	61
64		Mill Roadway	1 day	Wed 10/11/23	Wed 10/11/23	63
65		Roadway Ex/Balance	5 days	Thu 10/12/23	Wed 10/18/23	64
66		Subgrade Prep	2 days	Thu 10/19/23	Fri 10/20/23	65
67		Install PVC Conduits	2 days	Mon 10/23/23	Tue 10/24/23	66
68		Haul/Process ABC	3 days	Wed 10/25/23	Fri 10/27/23	67
69		Finish ABC	3 days	Mon 10/30/23	Wed 11/1/23	68
70		4" Thick Asphalt	2 days	Thu 11/2/23	Fri 11/3/23	69
71		Striping	1 day	Mon 11/6/23	Mon 11/6/23	70
72		Sternberg Street Light	1 day	Tue 11/7/23	Tue 11/7/23	71
73		Install Signs	3 days	Tue 11/7/23	Thu 11/9/23	71
74		Utility Adjustments	2 days	Tue 11/7/23	Wed 11/8/23	71
75		**Phase 5 Grading & Paving Substantial Completion**	**0 days**	**Thu 11/9/23**	**Thu 11/9/23**	**71,72,73,74**
76		**Phase 6 Final**	**28 days**	**Thu 11/9/23**	**Wed 12/20/23**	
77		Remove Yard	2 days	Thu 11/9/23	Fri 11/10/23	74
78		As-Builts	10 days	Mon 11/13/23	Tue 11/28/23	77
79		Thermoplastic Striping	1 day	Wed 12/20/23	Wed 12/20/23	70FS+30 days
80		**Phase 6 Final Completion**	**0 days**	**Wed 12/20/23**	**Wed 12/20/23**	**78,77,79**



Project: BOSTON ST 15% PLAN
Date: Tue 5/23/23

Task | Summary | Manual Summary Rollup | Critical | Manual Progress
Milestone | Manual Task | Manual Summary | Progress

EXHIBIT B
FEE SCHEDULE

EXHIBIT "B"

JOB ORDER COST PROPOSAL
SUMMARY SHEET

Negotiated Prices			
Price of Subcontractor(s)		$	216,782.00
Price of Subconsultant(s)		$	-
General Conditions		$	322,372.96
Preconstruction Labor (if applicable)		$	-
Construction Labor (if applicable)		$	847,497.92
SUBTOTAL (NEGOTIATED PRICES):		**$**	**1,386,652.88**
Overhead and Profit (Coefficient per Job Order Master Agreement)	**8.00%**	**$**	**110,932.23**
TOTAL (NEGOTIATED PRICES + OVERHEAD & PROFIT):		**$**	**1,497,585.11**
Insurance, Bonds, & Taxes			
Sales Tax Percentage (Current Tax Rate) **ENTER TAX % HERE:**	**5.07%**	$	75,927.57
General Liability Insurance Percentage (Actual Cost per Job Order)		$	7,487.93
Builder's Risk Insurance Percentage (Actual Cost per Job Order)		$	7,487.93
Payment Bond (Actual Cost per Job Order)		$	5,990.34
Performance Bond (Actual Cost per Job Order)		$	8,985.51
SUBTOTAL (INSURANCE, BONDS, & TAXES):		**$**	**105,879.27**
COMBINED TOTAL (TOTAL + INSURANCE, BONDS, & TAXES):		**$**	**1,603,464.38**
Traffic Contol Allowance		**$**	**39,500.00**
Landscape Allowance		**$**	**10,000.00**
Owners Allowance		**$**	**340,519.66**
TOTAL JOB ORDER:		**$**	**1,943,984.03**

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.

ARIZONA
NEVADA
NEW MEXICO
COLORADO
TEXAS
OKLAHOMA

May 23, 2023

Scott Riter
Construction Project Manager
City of Chandler
Public Works & Utilities Department

Re: **Exhibit B - Schedule of Values**
ST2203.401 Boston Street Improvements

See below schedule of values as requested.

Item #	Description	Bid Qty.	UM	Unit Direct Cost	Total Direct Cost
1	CONSTRUCTION SURVEYING AND LAYOUT	1	LS	$24,550.19	$24,550.19
3	EROSION CONTROL (SWPPP PREPERATION, INSTALLATION, MAINTENANCE, AND REMOVAL)	1	LS	$72,175.88	$72,175.88
4	MOBILIZATION/DEMOBILIZATION	1	LS	$32,579.00	$32,579.00
5	ASPHALT CONCRETE PVMT PER PVMT STRUCTURAL SECTION NO. 1 INCLUDING AGGREGATE BASE COURSE AND SUBGRADE PREP	2675	SY	$139.97	$374,419.75
7	SIDEWALK, (WIDTH PER PLAN) PER MAG STD DET 230, 5” THICK WITH SAWCUT JOINTS	5255	SF	$19.89	$104,521.95
9	IN-LINE SIDEWALK RAMP PER COC STD DET C-257	6	EACH	$5,735.89	$34,415.34
10	DRIVEWAY ENTRANCE PER MAG STD DET 250-1	2	EACH	$11,782.30	$23,564.60
11	VERTICAL CURB & GUTTER PER MAG STD DET 220-1, TYPE A, 6” HEIGHT	557	LF	$122.03	$67,970.71
12	TRANSITION FROM VERTICAL CURB & GUTTER TO SINGLE CURB	4	EACH	$1,588.44	$6,353.76
13	SINGLE CURB PER MAG STD DET 222 TYPE A, 4” HEIGHT	224	LF	$193.36	$43,312.64
14	VERTICAL CURB & GUTTER PER MAG STD DET 220-1, TYPE A, 4” HEIGHT	13	LF	$241.58	$3,140.54
16	6” PORTLAND CEMENT CONCRETE PAVEMENT (PCCP), EVEN SQUARE SCORE JOINTS, CLASS ‘A’ PER MAG STD DET 725	2934	SF	$24.98	$73,291.32
17	ADJUST WATER VALVE BOX AND COVER TO FINISH GRADE PER MAG STD DET 270 AND CITY DET C-307 AND C-317	9	EACH	$550.00	$4,950.00
18	ADJUST SEWER MANHOLE FRAME AND COVER TO FINISH GRADE PER MAG STD DET 422	1	EACH	$850.01	$850.01
20	RELOCATE EXISTING SIGN AND FOUNDATION	8	EACH	$739.56	$5,916.48
22	NEW ROOF DRAIN PER COC DET C-500	2	EACH	$1,675.01	$3,350.02
23	ADJUST STORM DRAIN MANHOLE FRAME AND COVER TO FINISH GRADE PER MAG STD DET 422	1	EACH	$850.01	$850.01
24	ADJUST ELECTRIC MANHOLE FRAME AND COVER TO FINISH GRADE PER MAG STD DET 422	1	EACH	$1,545.01	$1,545.01
25	INSTALL NEW PVC CONDUIT PER COC STD DET C-104	392	LF	$50.00	$19,600.00
26	STERNBERG STREET LIGHT TO MATCH EXISTING STYLE	1	EACH	$5,800.04	$5,800.04
27	REMOVE ASPHALTIC CONCRETE PAVEMENT	2950	SY	$13.46	$39,707.00

28	REMOVE CONCRETE CURB & GUTTER	854	LF	$13.03	$11,127.62
29	REMOVE CONCRETE SLAB (SIDEWALK, DRIVEWAYS, RAMP, PCCP, ETC.)	2398	SF	$8.20	$19,663.60
30	REMOVE VALLEY GUTTER AND/OR APRON	615	SF	$11.48	$7,060.20
31	REMOVE DELINEATOR	3	EACH	$176.08	$528.24
32	ADJUST FIRE HYDRANT TO FINISH GRADE WITH HYDRANT EXTENSION 27	1	EACH	$4,477.43	$4,477.43
50	REFLECTORIZED RAISED PAVEMENT MARKER (TYPE D, YELLOW, 2-WAY)	56	EACH	$12.67	$709.52
51	4” WHITE TRAFFIC PAINT STRIPE	5468	LF	$1.90	$10,389.20
52	4” YELLOW TRAFFIC PAINT STRIPE	1144	LF	$1.90	$2,173.60
53	THERMOPLASTIC/PREFORMED SYMBOL LEFT TURN ARROW	1	EACH	$950.09	$950.09
54	ADA STALL MARKER	1	EACH	$950.09	$950.09
92	ADDED: QUALITY CONTROL	1	LS	$32,000.24	$32,000.24
94	ADDED: GENERAL CONDITIONS	4	MO	$83,093.24	$332,372.96
100	ASPHALT CROSSWALK (FLUSH W/ RDWY)	1	EACH	$2,760.02	$2,760.02
101	CONCRETE RIBBON	41	LF	$186.07	$7,628.87
102	RETROFIT RAMP TO ADA STANDARDS	3	EACH	$3,500.03	$10,500.09
103	REMOVE CROSSWALK STRIPING (OBLITERATION)	98	LF	$5.07	$496.86
					$1,386,652.88

Should you have any questions concerning this document, please contact me.

Regards,

Chris Eischen
Division Manager – Civil

Exhibit B – Schedule of Values					
ST2003.401 Boston Street Improvements					
Item #	Description	Bid Qty.	UM	Unit Direct Cost	Total Direct Cost
1	CONSTRUCTION SURVEYING AND LAYOUT	1	LS	$24,550.19	$24,550.19
3	EROSION CONTROL (SWPPP PREPERATION, INSTALLATION, MAINTENANCE, AND REMOVAL)	1	LS	$72,175.88	$72,175.88
4	MOBILIZATION/DEMOBILIZATION	1	LS	$32,579.00	$32,579.00
5	ASPHALT CONCRETE PVMT PER PVMT STRUCTURAL SECTION NO. 1 INCLUDING AGGREGATE BASE COURSE AND SUBGRADE PREP	2675	SY	$139.97	$374,419.75
7	SIDEWALK, (WIDTH PER PLAN) PER MAG STD DET 230, 5” THICK WITH SAWCUT JOINTS	5255	SF	$19.89	$104,521.95
9	IN-LINE SIDEWALK RAMP PER COC STD DET C-257	6	EACH	$5,735.89	$34,415.34
10	DRIVEWAY ENTRANCE PER MAG STD DET 250-1	2	EACH	$11,782.30	$23,564.60
11	VERTICAL CURB & GUTTER PER MAG STD DET 220-1, TYPE A, 6” HEIGHT	557	LF	$122.03	$67,970.71
12	TRANSITION FROM VERTICAL CURB & GUTTER TO SINGLE CURB	4	EACH	$1,588.44	$6,353.76
13	SINGLE CURB PER MAG STD DET 222 TYPE A, 4” HEIGHT	224	LF	$193.36	$43,312.64
14	VERTICAL CURB & GUTTER PER MAG STD DET 220-1, TYPE A, 4” HEIGHT	13	LF	$241.58	$3,140.54
16	6” PORTLAND CEMENT CONCRETE PAVEMENT (PCCP), EVEN SQUARE SCORE JOINTS, CLASS ‘A’ PER MAG STD DET 725	2934	SF	$24.98	$73,291.32
17	ADJUST WATER VALVE BOX AND COVER TO FINISH GRADE PER MAG STD DET 270 AND CITY DET C-307 AND C-317	9	EACH	$550.00	$4,950.00
18	ADJUST SEWER MANHOLE FRAME AND COVER TO FINISH GRADE PER MAG STD DET 422	1	EACH	$850.01	$850.01
20	RELOCATE EXISTING SIGN AND FOUNDATION	8	EACH	$739.56	$5,916.48
22	NEW ROOF DRAIN PER COC DET C-500	2	EACH	$1,675.01	$3,350.02
23	ADJUST STORM DRAIN MANHOLE FRAME AND COVER TO FINISH GRADE PER MAG STD DET 422	1	EACH	$850.01	$850.01
24	ADJUST ELECTRIC MANHOLE FRAME AND COVER TO FINISH GRADE PER MAG STD DET 422	1	EACH	$1,545.01	$1,545.01
25	INSTALL NEW PVC CONDUIT PER COC STD DET C-104	392	LF	$50.00	$19,600.00

26	STERNBERG STREET LIGHT TO MATCH EXISTING STYLE	1	EACH	$5,800.04	$5,800.04
27	REMOVE ASPHALTIC CONCRETE PAVEMENT	2950	SY	$13.46	$39,707.00
28	REMOVE CONCRETE CURB & GUTTER	854	LF	$13.03	$11,127.62
29	REMOVE CONCRETE SLAB (SIDEWALK, DRIVEWAYS, RAMP, PCCP, ETC.)	2398	SF	$8.20	$19,663.60
30	REMOVE VALLEY GUTTER AND/OR APRON	615	SF	$11.48	$7,060.20
31	REMOVE DELINEATOR	3	EACH	$176.08	$528.24
32	ADJUST FIRE HYDRANT TO FINISH GRADE WITH HYDRANT EXTENSION 27	1	EACH	$4,477.43	$4,477.43
50	REFLECTORIZED RAISED PAVEMENT MARKER (TYPE D, YELLOW, 2-WAY)	56	EACH	$12.67	$709.52
51	4” WHITE TRAFFIC PAINT STRIPE	5468	LF	$1.90	$10,389.20
52	4” YELLOW TRAFFIC PAINT STRIPE	1144	LF	$1.90	$2,173.60
53	THERMOPLASTIC/PREFORMED SYMBOL LEFT TURN ARROW	1	EACH	$950.09	$950.09
54	ADA STALL MARKER	1	EACH	$950.09	$950.09
92	ADDED: QUALITY CONTROL	1	LS	$32,000.24	$32,000.24
94	ADDED: GENERAL CONDITIONS	4	MO	$83,093.24	$332,372.96
100	ASPHALT CROSSWALK (FLUSH W/ RDWY)	1	EACH	$2,760.02	$2,760.02
101	CONCRETE RIBBON	41	LF	$186.07	$7,628.87
102	RETROFIT RAMP TO ADA STANDARDS	3	EACH	$3,500.03	$10,500.09
103	REMOVE CROSSWALK STRIPING (OBLITERATION)	98	LF	$5.07	$496.86
				Total	$1,386,652.88

SUNLAND ASPHALT

1625 E. Northern Avenue
Phoenix, AZ 85020
(p) 602.323.2800 (f) 602.323.2828

To:	City of Chandler	**Contact:**	Scott Riter
Address:	175 S. Arizona Ave., 3rd floor	**Phone:**	602.686.1569
	Chandler, AZ 85225	**Fax:**	
Project Name:	Boston Street Improvements ST2203.401 (Redlined <15%)	**Bid Number:**	7001132
Project Location:	Boston Street, Arizona Avenue To California St, Chandler, AZ	**Bid Date:**	5/22/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	CONSTRUCTION SURVEYING AND LAYOUT	1.00	LS	$24,550.19	$24,550.19
3	EROSION CONTROL (SWPPP PREPERATION, INSTALLATION, MAINTENANCE, AND REMOVAL)	1.00	LS	$72,175.88	$72,175.88
4	MOBILIZATION/DEMOBILIZATION	1.00	LS	$32,579.00	$32,579.00
5	ASPHALT CONCRETE PVMT PER PVMT STRUCTURAL SECTION NO. 1 INCLUDING AGGREGATE BASE COURSE AND SUBGRADE PREP	2,675.00	SY	$139.97	$374,419.75
7	SIDEWALK, (WIDTH PER PLAN) PER MAG STD DET 230, 5" THICK WITH SAWCUT JOINTS	5,255.00	SF	$19.89	$104,521.95
9	IN-LINE SIDEWALK RAMP PER COC STD DET C-257	6.00	EACH	$5,735.89	$34,415.34
10	DRIVEWAY ENTRANCE PER MAG STD DET 250-1	2.00	EACH	$11,782.30	$23,564.60
11	VERTICAL CURB & GUTTER PER MAG STD DET 220-1, TYPE A, 6" HEIGHT	557.00	LF	$122.03	$67,970.71
12	TRANSITION FROM VERTICAL CURB & GUTTER TO SINGLE CURB	4.00	EACH	$1,588.44	$6,353.76
13	SINGLE CURB PER MAG STD DET 222 TYPE A, 4" HEIGHT	224.00	LF	$193.36	$43,312.64
14	VERTICAL CURB & GUTTER PER MAG STD DET 220-1, TYPE A, 4" HEIGHT	13.00	LF	$241.58	$3,140.54
16	6" PORTLAND CEMENT CONCRETE PAVEMENT (PCCP), EVEN SQUARE SCORE JOINTS, CLASS 'A' PER MAG STD DET 725	2,934.00	SF	$24.98	$73,291.32
17	ADJUST WATER VALVE BOX AND COVER TO FINISH GRADE PER MAG STD DET 270 AND CITY DET C-307 AND C-317	9.00	EACH	$550.00	$4,950.00
18	ADJUST SEWER MANHOLE FRAME AND COVER TO FINISH GRADE PER MAG STD DET 422	1.00	EACH	$850.01	$850.01
20	RELOCATE EXISTING SIGN AND FOUNDATION	8.00	EACH	$739.56	$5,916.48
22	NEW ROOF DRAIN PER COC DET C-500	2.00	EACH	$1,675.01	$3,350.02
23	ADJUST STORM DRAIN MANHOLE FRAME AND COVER TO FINISH GRADE PER MAG STD DET 422	1.00	EACH	$850.01	$850.01
24	ADJUST ELECTRIC MANHOLE FRAME AND COVER TO FINISH GRADE PER MAG STD DET 422	1.00	EACH	$1,545.01	$1,545.01
25	INSTALL NEW PVC CONDUIT PER COC STD DET C-104	392.00	LF	$50.00	$19,600.00
26	STERNBERG STREET LIGHT TO MATCH EXISTING STYLE	1.00	EACH	$5,800.04	$5,800.04

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
27	REMOVE ASPHALTIC CONCRETE PAVEMENT	2,950.00	SY	$13.46	$39,707.00
28	REMOVE CONCRETE CURB & GUTTER	854.00	LF	$13.03	$11,127.62
29	REMOVE CONCRETE SLAB (SIDEWALK, DRIVEWAYS, RAMP, PCCP, ETC.)	2,398.00	SF	$8.20	$19,663.60
30	REMOVE VALLEY GUTTER AND/OR APRON	615.00	SF	$11.48	$7,060.20
31	REMOVE DELINEATOR	3.00	EACH	$176.08	$528.24
32	ADJUST FIRE HYDRANT TO FINISH GRADE WITH HYDRANT EXTENSION 27	1.00	EACH	$4,477.43	$4,477.43
50	REFLECTORIZED RAISED PAVEMENT MARKER (TYPE D, YELLOW, 2-WAY)	56.00	EACH	$12.67	$709.52
51	4” WHITE TRAFFIC PAINT STRIPE	5,468.00	LF	$1.90	$10,389.20
52	4” YELLOW TRAFFIC PAINT STRIPE	1,144.00	LF	$1.90	$2,173.60
53	THERMOPLASTIC/PREFORMED SYMBOL LEFT TURN ARROW	1.00	EACH	$950.09	$950.09
54	ADA STALL MARKER	1.00	EACH	$950.09	$950.09
92	ADDED: QUALITY CONTROL	1.00	LS	$32,000.24	$32,000.24
94	ADDED: GENERAL CONDITIONS	4.00	MO	$83,093.24	$332,372.96
100	ASPHALT CROSSWALK (FLUSH W/ RDWY)	1.00	EACH	$2,760.02	$2,760.02
101	CONCRETE RIBBON	41.00	LF	$186.07	$7,628.87
102	RETROFIT RAMP TO ADA STANDARDS	3.00	EACH	$3,500.03	$10,500.09
103	REMOVE CROSSWALK STRIPING (OBLITERATION)	98.00	LF	$5.07	$496.86

Total Bid Price: $1,386,652.88

Notes:

- Price Includes;
  1. Pricing per redline plans provided 5/5/2023, and Sunland takeoff quantities.
     - Redline Note 100 - Included as Bid Item 100 for sawcut and paver modification. Quantity included in Bid Item 5 for installation of structural section.
     - Redline Note 101 - Included as Bid Item 101.
     - Redline Note 102 - Included as Bid Item 102. Kept R/R quantities in Bid Items 9 & 29 in case adjustment isnt possible.
     - Redline Note 103 - Included as Bid Item 103 to include striping removal. Ramp Removal/replacement included in Bid Items 9 and 29.
     - Verbal Redline - 9" PCCP to be replaced with Structural Section #1. Quantitiy included in Bid Item 5.
  2. All concrete items (sidewalk, curb, ramp, driveway, PCCP) include 12" scarify/recompact. AB is NOT included.
  3. Bid Item 5 includes installation of Structural Section #1 called out in plans which includes 4" AC & 6" AB, as well as roadway excvation and 12" scarify/recompact.
  4. Includes construction of concrete work in quadrants, paving in halves.
  5. Bid Item 92 added, Quality Control, missing bid item.
  6. Bid Item 94 added, General Conditions, missing bid item.
     - Includes indirect costs that would typically be spread on bid items (Project Manager, Project Engineer, Project Superintendent, Field Office, Water Buy, Temp Fencing, Potholing)
- Price Excludes;
  Inspection and engineering fees, unsuitable subgrade, any items of work not specifically stated.

ACCEPTED:	CONFIRMED:
The above prices, specifications and conditions are satisfactory and are hereby accepted.	**SUNLAND ASPHALT**
Buyer: _____	
Signature: _____	**Authorized Signature:** _____
Date of Acceptance: _____	**Project Consultant:** Chris Eischen 602-291-3415

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)

KNOW ALL MEN BY THESE PRESENTS THAT:_____
(hereinafter "Principal"), and _____ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, 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 _____(hereinafter "Obligee") in the amount of _____ (Dollars) ($_____), 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 _____ day of _____, 20___ for construction of **BOSTON STREET IMPROVEMENTS**, **ST2203.401** 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 _____ day of _____, 20__.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

_____
AGENT ADDRESS

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)

KNOW ALL MEN BY THESE PRESENTS THAT:_____

(hereinafter "Principal"), as Principal, and _____(hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, 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 _____ (hereinafter "Obligee") in the amount of _____ (Dollars) ($_____), 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 _____ day of _____, 20___ for construction of **BOSTON STREET IMPROVEMENTS**, **ST2203.401** 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 _____ day of _____, 20__.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

_____
AGENT ADDRESS

EXHIBIT E

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project Name: **BOSTON STREET IMPROVEMENTS**
Project No.: **ST2203.401**

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: **BOSTON STREET IMPROVEMENTS**
Project No.: **ST2203.401**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **ST2203.401** 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

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. UA23-107

Date: June 15, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: Danny Sargent, Water Systems Senior Manager
Subject: Agreement No. 4521, with Schneider Electric Systems USA, Inc., for Supervisory Control & Data Acquisition (SCADA) Maintenance Services

---

Proposed Motion:

Move City Council approve Agreement No. 4521, with Schneider Electric Systems USA, Inc., for the sole source purchase of SCADA maintenance services, in an amount not to exceed $139,620, for the period of one year, beginning June 15, 2023, through June 14, 2024.

Background/Discussion:

The Public Works & Utilities Department provides water and wastewater service to over 250,000 residents. These systems rely heavily on automation to reliably communicate and control water and wastewater facilities. This automation is primarily accomplished through the Supervisory Control and Data Acquisition (SCADA) system. SCADA controls and monitors the Pecos Surface Water Treatment Plant (PSWTP), Airport Water Reclamation Facility (AWRF), and 58 remote facilities including water production facilities, water quality monitor stations, wastewater lift stations, and reclaimed water facilities. Beyond system control, SCADA captures operations data throughout the system for regulatory reporting and system analysis.

This contract will be used to maintain the Foxboro SCADA systems currently in place at PSWTP and AWRF. Since the SCADA systems at PSWTP and AWRF are proprietary and highly specialized, it is necessary to have personnel available who specialize in maintaining these systems. Schneider will provide technical staff who are specifically trained in maintaining these systems to complete repair and

preventative maintenance tasks. Routine equipment lifecycle assessments will also be conducted to help staff plan for equipment replacement needs. Staff will also utilize this contract to ensure the SCADA systems are updated with the latest software revisions to ensure full compliance with cybersecurity guidelines.

Evaluation:

Schneider Electric Systems USA, Inc., is the sole manufacturer and distributor of the instrumentation and control equipment used at the Pecos SWTP and AWRF and the only company able to perform maintenance services on the system.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
605.3830.5219.0.0.0	Water Operating	Other Professional Services	$70,070	N
615.3960.5219.0.0.0	Wastewater Operating	Other Professional Services	$69,550	N

Attachments

Agreement

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

MASTER AGREEMENT FOR THE SALE OF GOODS, SERVICES, AND SOFTWARE BETWEEN CITY OF CHANDLER AND SCHNEIDER ELECTRIC SERVICES

CITY OF CHANDLER AGREEMENT NO. 4521

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Schneider Electric Systems USA, Inc., a Commonwealth of Massachusetts corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2023 (Effective Date).

RECITALS

A. City wishes to engage Contractor to provide SCADA electronic maintenance services at the Pecos Surface Water Treatment Plant and the City of Chandler Airport as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth in Exhibit B.

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

D. City and Contractor entered into a Continuation Agreement on or about June 24, 2022, see Exhibit F, to enable the Parties to continue provide and receive services during Contract negotiations. This Continuation Agreement shall be incorporated by reference.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements below, and intending to be legally bound, the Parties agree:

1.0 DEFINITIONS.

The following definitions apply to the parties' Services Agreement.

A.R.S. means Arizona Revised Statutes, as amended.

Access Information means any information relating to City, its contractors and/or End Users" use of the Services, including without limitation, (a) navigational information, including usage of hyperlinks within or available through the Services; (b) transactional or processing information, including billing information and method of payment; and/or (c) Internet or I/P addresses, demographic information

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

(like age, profession, or gender), domain names, computer type, browser types, and other anonymous statistical data arising from such use of the Services and access to the Facilities.

Agreement means this legal agreement executed between the City and the Contractor

Affiliate means with respect to any person or entity, any other person or entity that directly or indirectly controls, is controlled by, or is under common control with the specified person or entity, and for the purposes of this definition "control" of an entity means the ownership of 50% of the outstanding shares or other equity interests in such entity, or the right to elect or appoint a majority of the board of directors or governing body of such entity. Notwithstanding the definition of Affiliates, Contractor's Affiliates shall not include Aveva Group PLC. And all its subsidiaries.

City means the City of Chandler, Arizona.

City Confidential Information means: (a) all information related to the business of City and any of its City's and other third parties, to which Contractor has access, whether in oral, written, graphic or machine-readable form, in the course of or in connection with this Agreement; (b) all notes, analyses and studies prepared by Contractor or any of its Representatives, during the term of this Agreement or anytime thereafter, incorporating any of the information described in this Section 3; (c) the Access Information; and (d) the City Data.

City Data means all Confidential Information, all personal data and any other information relating to the employees, City or customers of City, or End Users or relating to the businesses of City or its Affiliates, including third party information, operations, facilities, products, services, and markets, all as and to the extent provided to or obtained by Contractor or its Representatives from City, contractors, or derived from any of the foregoing. Usage data of End Users who are customers of City shall be considered City Data. City Data includes any such information in any form (tangible or electronic), regardless of the form or method by which such information is created, stored, maintained, or communicated, and includes all data maintained by Contractor for City. Unless otherwise indicated, City Data includes all Access Information.

Contractor means the person or business organization named in the Agreement.

Crisis means an extraordinary event affecting Contractor that requires emergency response measures to be taken, including any event that may result in the Services, Software or Facilities becoming unavailable for a significant amount of time.

Confidential Information means City Confidential Information and/or Contractor Confidential Information, as the context may require.

Days means calendar days.

Documentation means the user, operations and training manuals, marketing materials, proposals, and responses to requests for information or proposals pertaining to the Services or the Software Programs, as well as any specifications reviewed by City, concerning the relevant Software licensed hereunder.

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

Facilities means the hardware, application software, operating system software, firmware, networks, communication devices and lines and all other equipment, software, devices, and related materials provided by or used by Contractor to host the Software Programs and provide the Services. Unless otherwise indicated, the Facilities shall be construed to include the Software Programs.

Goods means all products, equipment, materials, spare parts, hardware, supplies, and accessories to be supplied under a Purchase Order.

Implementation Date means the implementation date set forth in an applicable Schedule for the respective Services.

Intellectual Property Rights means any patent, trademark, service marks, copyrights, trade secrets, ideas, concepts, know-how, techniques, or other proprietary right.

May or Should means something that is not mandatory but is permissible.

On Premises Equipment means Facilities provided by Contractor to City for receiving, managing, maintaining, or using the Services.

Contractor Confidential Information means Contractor nonpublic financial information.

Purchase Order means any purchase order, either paper or electronic, with related attachments and changes thereto, agreed upon by the Parties pursuant to this Agreement, which shall describe the specific Goods, Software or Services to be supplied by Contractor to the City and the detailed Specifications for such. Purchase Orders agreed upon from time to time between Contractor and City and/or their respective Affiliates shall constitute separate contracts, which incorporate this Agreement by reference.

Representatives means each party's officers, directors, employees, consultants, attorneys, accountants, agents, and independent subcontractors (and their employees) and other representatives.

Shall, Will, or Must means a mandatory requirement.

Services means the services described in Exhibit A including, but not limited to, testing, assessment, per-diem or specific time-limited engineering services, installation, start-up, configuration and any development of application programs, customization, implementation, training, and any other services agreed upon between the Parties in Purchase Orders hereunder.

Software means computer software programs, in object code form including firmware and custom software, and instructions manuals, specifications and related documentation in written or electronic form, their related instructions manuals and documentation.

Specifications means the Contractor's standard specifications applicable to the Goods and/or Software at the time of execution of the Agreement or a Purchase Order hereunder or the specific requirements mutually agreed upon between the Parties in Purchase Orders hereunder in relation to the Goods,

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

Software and, with respect to Services, the agreed upon statement(s) of work containing a description of the Services to be rendered.

Third Party Products mean products and software of a third-party vendor.

Warranty Period means the applicable time during which Goods, Software and Services are respectively guaranteed by Contractor under the conditions set forth herein under the Warranty Article.

2.0 SERVICES.

2.1 Services under Schedules. Contractor will perform and deliver Services described in this Agreement and any Schedules hereto, in accordance with the milestones, delivery dates, specifications and requirements as set forth herein.

2.2 Grant of License, On Premises Equipment. In addition to the licenses granted by Contractor to City for Software as provided in this Agreement, Contractor hereby grants City a nonexclusive, paid-up, worldwide license to install, access and use the On Premises Equipment to receive, manage, maintain, and use the Services.

2.3 Reports. On a semi-annual basis, Contractor will provide to City a written report summarizing Contractor's performance of the Services with respect to all metrics and categories of description set forth in an applicable Schedule, and any other information reasonably requested by City.

2.4 Services Audit. City may on 90 days' notice conduct audits and reviews of the Facilities on Contractor's premises with respect to the Services.

2.5 Activation and Installation. Unless otherwise stated in the applicable Schedule, construction, maintenance and operation of the Facilities, and activation and performance of the Services are and shall be the responsibility of Contractor.

2.6 City Data. Notwithstanding any other provision in this Agreement or Schedules, Contractor shall make all City Data (complete and unaltered) available to City based on an acceptable request in writing within 120 days. As between the parties, City Data shall be and remain the property of City. Contractor shall use the City Data solely to perform Contractor's obligations under the Services Agreement and this Agreement. Except as expressly permitted in this Agreement, Contractor shall not sell, assign, lease, disseminate, or otherwise dispose of the City Data or any part thereof to any other person, nor shall Contractor commercially exploit any part of the City Data. Contractor shall not possess or assert any property interest in or any lien or other right against or to any City Data.

2.7 City Affiliates. City's rights under the Services Agreement and this Agreement may be exercised by and for the benefit of City.

2.8 Offshore Performance of Work Prohibited. Due to security and identification protection concerns, direct Services under this Agreement must be performed within the borders of the United States. Any Services that are described in the scope of work that directly serve the City and may involve access to secure or sensitive data or personal client data or development or modification of software

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

for the City must be performed within the borders of the United States. Notwithstanding anything to the contrary, and unless stated otherwise in the scope of work, this definition does not apply to indirect or overhead services, redundant back-up services, or services that are incidental to the performance of this Agreement.

2.9 Third Party Products. If Third Party Products are supplied by the Contractor under this Agreement, notwithstanding anything to the contrary, such supply is made on a "pass-through" basis only and is subject to the terms and conditions of the third-party vendor, including but not limited to warranties, licenses, indemnities, limitation of liability, prices, and changes thereto. For time and materials orders, Third Party Products are quoted subject to price changes imposed by third party vendors between the date of Purchase Order encompassing such Third-Party Products and the date of Contractor invoice related to that Third Party Product. Provided; however, Contractor must obtain any required legal permissions and licenses from such Third Parties as necessary to perform and provide all Services to City under this Agreement and to enable the City to receive the full benefit of the Services under this Agreement.

3. CONTRACTOR SOFTWARE LICENSE.

3.1 Software License. The Software License herein shall apply to generally to Contractor's Software, which includes Triconex, Foxboro, I/A, SIS, and Modicon Software. Third Party Product Software Licenses are separate end user license agreements ("EULA") and not issued pursuant to the following sub-article.

3.2 Software License Terms and Conditions.

(a) In consideration of the receipt of full payment of the Software license fee applicable as part of the price under a purchase order, and subject to City's compliance with its obligations under this Agreement and/or the purchase order, Contractor will provide to City a personal, non-transferable, non-exclusive limited license to use the Software described in this Agreement and the relevant purchase order and the Contractor Information incorporated into any deliverables, if any, for purpose of City's ordinary business as defined in a statement of work and in the particular location(s) and/or on the particular systems for which City licensed such Software, as those locations and/or systems are identified in the purchase order.

(b) Contractor's Software licensed to City may contain components that are owned by Third Parties. The Third-Party owner shall retain exclusive right to its firmware and software. Use of such Third-Party components may be subject to restrictions contained in the Third Party's end-user license agreement in addition to the conditions set forth herein. Contractor will provide and assist the City with obtaining any applicable Third Party's end-user license agreement. Copyright and other proprietary rights notices of Contractor and Third Parties are contained in the Software and City will not modify, delete, or obfuscate such notices.

(c) City may not without Contractor's prior written express consent (i) copy, modify, sublicense, loan, or transfer in any manner the Software licensed herein; (ii) create derivative works based on the Software licensed herein; (iii) translate, decompile, disassemble, reverse assemble, reverse engineer, emulate or perform any other operation on the Software, unless the operation is specifically

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

authorized by law. If Contractor is providing a validation of City's own programming to determine its conformance with the specific Contractor supplied Software, Contractor only provides advice or review of the actual programming and does not provide any opinion or advice on the use or applicability of City's programming. The Logic Validator software product does not replace a formalized test program developed by experienced TÜV, or otherwise proper SIL program by safety instrumented system (SIS) certified engineers. City will hold the Software licensed herein in strict confidence and will not allow third parties, other than its employees with a need to use the Software and who have agreed to comply with the terms of this Software License article, to access or use the Software without Contractor's prior written consent.

(d) Notwithstanding the foregoing restrictions but subject to all restrictions applicable to Third Party Products as set forth herein City shall be entitled to make one (1) copy of the Software for backup or archival purposes and may make a limited reasonable number of copies of the instruction manuals and documentation related to the Software for purpose of their use by City in connection with the authorized use of the Software. All titles, trademarks and copyrights and restricted rights notices shall be reproduced in such copies.

(e) City will maintain and document the location and use of the licensed Software in City's possession. No later than thirty (30) days upon receipt of Contractor's written request, City will provide Contractor with a signed certification of compliance with the Software licensing conditions. Contractor has the right to conduct an audit of City's use of the Software upon 90 days prior written notice to City. Any such audit will be conducted during regular business hours at City's facilities. If an audit reveals any underpayment of license fees, City will be invoiced for additional license fees consistent with Contractor's then current price list for the Software, without any discount being applicable in that instance. City will pay the underpaid amount within 30 days of City's receipt of Contractor's invoice ("Due Date") together with interest at a rate of one and one-half percent (1.5%) per month that begins to accrue on Due Date and continues to accrue until paid.

(f) City may not transfer its license to use the Software and related documentation and written materials to a third party without the Contractor's prior written consent. In case of Contractor's approval of such transfer, City will be responsible to ensure that the recipient agrees to the terms of this Software License article.

(g) If the Software is licensed for use in the performance of a U.S. Government prime contract or subcontract, City agrees which, consistent with FAR 12.211 and 12.212, commercial computer Software, computer Software documentation and technical data for commercial items are licensed under Contractor's standard commercial license.

4. NON-DISCLOSURE.

4.1 Restrictions. Each party, as recipient of the other party's Confidential Information, will receive, hold and protect in confidence the Confidential Information of the other party. The receiving party may disclose the Confidential Information of the disclosing party to its Representatives who have a need to know such Confidential Information solely in connection with this Agreement. The receiving party will cause such Representatives to comply with this Agreement and will assume full responsibility for any breach of this Agreement by any such Representatives. The receiving party will not transfer or disclose

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

any Confidential Information of the disclosing party to any third party without the disclosing party's prior written permission and without such third party having a contractual obligation (consistent with this Section 4 ("Non-Disclosure") to keep such Confidential Information confidential. The receiving party will not use any Confidential Information of the disclosing party for any purpose other than in connection with this Agreement. Notwithstanding any confidentiality restrictions set forth herein, City may disclose Contractor Confidential Information to third parties in connection with such third party's provision of software or services to City. Such disclosures will be made under an obligation of confidentiality limiting the use of such Confidential Information by such third parties to the provision of services to City.

4.2 Exclusions. Confidential Information will not include information that: (i) is in the public domain at the time of disclosure; (ii) was in the possession of or demonstrably known by the receiving party prior to its receipt from the disclosing party without restriction on its use or disclosure; (iii) is independently developed by the receiving party without use of or reference to or reliance on the disclosing party's Confidential Information; (iv) becomes known by the receiving party from an unaffiliated source other than the disclosing party without breach of this Agreement and is not subject to an obligation of confidentiality; or (v) is approved in advance for release by written authorization of an officer of the disclosing party . Notwithstanding anything to the contrary, City may disclose Contractor Confidential Information as required to satisfy any request by any governmental or regulatory body.

4.3 Legal Requirements. If the receiving party is requested or required to disclose any of the disclosing party's Confidential Information under a subpoena, court order, statute, law, rule, regulation or other similar requirement (a "Legal Requirement"), the receiving party will, to the extent not precluded by law, provide prompt notice of such Legal Requirement to the disclosing party so the disclosing party may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing party is not successful in obtaining a protective order or other appropriate remedy and the receiving party is, in the reasonable opinion of its counsel, legally compelled to disclose such Confidential Information, or if the disclosing party waives compliance with the provisions of this Agreement in writing, the receiving party may disclose, without liability hereunder, such Confidential Information in accordance with, but solely to the extent necessary, in the reasonable opinion of its counsel, to comply with the Legal Requirement.

4.4 Disposition of Confidential Information on Termination or Expiration. Upon termination or expiration of the Services Agreement and this Agreement or upon the disclosing party's written request and where practicable, the receiving party will return to the disclosing party all copies of Confidential Information already in the receiving party's possession or within its control. Following its return, and upon notice from the disclosing party, and unless otherwise required by law, the receiving party must destroy such Confidential Information using means to protect against unauthorized access to or use of the information, including, where appropriate, burning, shredding, or pulverizing such information, or by taking such other means as to assure that such information will not be recoverable following its disposal. In such case an officer of the receiving party will certify in writing to the disclosing party that all such Confidential Information has been so destroyed. Notwithstanding the foregoing, the receiving party may retain copies of such Confidential Information as required by applicable law, and, to the extent such copies are electronically stored in accordance with the receiving party's retention or back-up policies or procedures (including, without limitation, those regarding electronic communication), so long as such Confidential Information is kept confidential as required under this Agreement.

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

4.5 Privacy. For all City Information collected, stored, or processed by Contractor, Contractor shall: (a) maintain safeguards against destruction, loss, alteration of or unauthorized access to such City Information; and (b) not, without City's prior approval, modify or discontinue any such safeguards without comparable or better replacement safeguards. Contractor acknowledges the sensitivity and confidentiality of personally identified information which may be contained in the City Information and the applicability of the Gramm-Leach-Bliley Act and/or other applicable privacy laws, regulations, and guidelines ("Privacy Laws"). Contractor agrees to comply with all applicable legal and contractual requirements relating to the privacy and confidentiality of personally identified information applicable to Contractor in the performance of its obligations under this Agreement.

5. SECURITY.

5.1 Security. Contractor represents and warrants that it shall always adhere to and comply with, in all material respects, the minimum-security standards to ensure that there is no unauthorized access to or use of City information described in this Section, which security standards may be mutually amended by the parties from time to time (the "Security Standards").

5.2 Security Standards. Contractor will use reasonable efforts to prevent unauthorized access to restricted areas of its servers and any databases or other material generated from or used in conjunction with the Service. Contractor will respond immediately to remedy any known security incidents or breaches.

(a) External Segment Security. Contractor's external connections to the Internet will have appropriate security measures and controls applied to its systems and will include an Intrusion Detection System (IDS) that will monitor all inbound and outbound communications and information. The IDS is intended to detect, record, alert, and terminate unauthorized activity.

(b) Web Site Segment Security. All Internet accessible systems will reside behind Firewalls. The Firewalls will enforce secure access between all Web servers and the Internet. The Firewalls will allow only specific types of data to pass from the Internet to the systems on the Web Segment. An IDS device is used to scan all data that passes within the Web Server segment and will detect, report, and terminate any unauthorized activity prior to it reaching the Web Servers.

(c) Internal Network Segment Security. All data entering the Service's internal data network from any external source (Web Segment and Internet) must pass through Firewalls. The Firewalls will enforce secure connections between internal and external systems and will only allow specific types of data to pass through. Access to customer data by Contractor employees will be limited to authorized personnel only. All Contractor employees will follow the security policies regarding access and use of internal systems.

(d) Physical Site Security. All systems containing customer or company related data will be contained in locked data cabinets and will reside in a secure Data Center. Only authorized personnel will have access to the Data Center and/or Operations area via an internal security system. The entire physical facility, internal and external, will be monitored 24/7/365.

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

(e) General Data Security and Network Monitoring. All printed documents containing customer, confidential, financial, or sensitive information that is no longer needed will be shredded. Any printed material of this nature that is retained will be secured in cabinets. All data backups will be locked and secure both on-site and off-site as documented in the Security Policy Document and the Backup/Disaster Recovery Guide. Contractor will actively monitor the IDS systems, Local Area Network/Wide Area Network, (LAN/WAN) equipment and all critical servers. Encryption techniques will be used for data transmissions where applicable.

(f) Assessments. City reserves the right to conduct risk assessments, vulnerability assessments, black box
penetration tests or hire a third party to conduct risk assessments, vulnerability assessments, and black-box penetration tests of the Contractor's environment. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all Critical, High, and Medium severity vulnerabilities discovered by providing an acceptable timeframe to resolve the issue and/or implement compensating control(s).

5.3 Updates to Security Standards. If a change or addition to the Security Standards is required by law, rule, regulation, order, judgment or decree, Contractor shall comply with such amended Security Standards as soon as possible but in no event later than the time for compliance indicated in such law, rule, regulation, order, judgment, or decree. If the event Contractor adopts changes to the Security Standards, Contractor will provide the Services in accordance with such new Security Standards; provided that if such new Security Standards are of a level which is less than the level of the Security Standards previously required by this Agreement, and if City does not agree with such new Security Standards, City may terminate and this Agreement upon written notice to Contractor. If City accepts such new security standards, such new security standards shall be deemed to be "Security Standards" for purposes of this Agreement.

5.4 Security and Supervision. Contractor's personnel, when on City's premises or accessing City's networks or providing maintenance services hereunder, will comply with all of City's security, supervision, and other standard procedures applicable to such personnel, including, if applicable, City's Internet and Electronic Communications Usage Policy.

5.5 Audit. City reserves the right to conduct, either itself or through a third-party independent contractor selected by City at City's expense, an on-site audit and review of Contractor's architecture, systems and procedures used in connection with the Services and the Software Programs. Such audit and review shall be conducted upon City's reasonable request no more than once every 12 months, and with thirty-day written notice. After conducting an audit, City shall be entitled to notify Contractor of the way Contractor does not comply with any of the security, confidentiality, or privacy obligations herein, if applicable. Upon such notice, Contractor shall use commercially reasonable efforts to make any necessary changes to ensure compliance with such obligations. If Contractor is unable to remedy the defects or deficiencies causing its noncompliance with any obligation, City may terminate this Agreement upon written notice to Contractor. Any audits described in this Section shall be conducted during reasonable times and upon reasonable advance notice to Contractor and shall be of reasonable duration and shall not unreasonably interfere with Contractor's day-to-day operations. Further, City shall not conduct an audit more than twice per year unless City determines in its reasonable discretion that additional audits are necessary. If City conducts an audit through a third-party independent

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

contractor, such independent contractor shall be required to enter into a non-disclosure agreement containing confidentiality provisions substantially like those set forth herein to protect Contractor's proprietary information. In addition to and not in lieu of City's rights to conduct an audit as described in this Section, once per year during the term of this Agreement, Contractor will provide City with a written certification that Contractor has tested its architecture, systems, and procedures and that it is in full compliance with the security, confidentiality, and privacy obligations herein. Such certification shall be signed by an officer of Contractor.

5.6 Information Security Incident Management. Contractor must adhere to a formally documented incident management process, must cooperate with City personnel in the diagnosis, investigation and response of any security incidents or faults that impact City data. Contractor must notify the City within 48 hours of suspicion, detection or confirmation of a breach or unauthorized access to City information that is hosted, stored, processed, or transmitted by the Contractor. Notification will be made using City provided email and phone as identified in the Notices section of this contract.

5.7 Business Continuity and Disaster Recovery Management. Contractor must have business continuity and disaster recovery plans and processes in place to ensure the service for the City is adequately maintained in the event of any negative impact on the Contractor´s service as set forth in Section 17. Contractor will regularly backup City data and retain such City backup data copies according to City data retention requirements or otherwise provide backup data to the City.

5.8 Applicable Laws and Regulations. Contractor will comply, and assist City to comply with, all applicable standards, State and Federal laws and regulations including, but not limited to:

- National Institute of Standards and Technology (NIST) Special Publication (SP) 800-82 revision 2 (or most recent published revision)
- International Society of Automation ISA/IEC 62443
- ANSI American Water Works Association G430-14
- America's Water Infrastructure Act of 2018

6. FEES AND OTHER PAYMENTS.

6.1 Fees. Notwithstanding anything to the contrary in any schedule or exhibit, no Fees will be due or owed, with respect to any Services unless and until: (i) the parties agree to a Schedule covering such Services as listed in Exhibit B, and (ii) City receives an invoice for the relevant Fees.

6.2 Taxes. Contractor shall be responsible for the payment of all sales, use or similar taxes applicable to the purchase by Contractor of any materials and components used in the manufacture or assembly of any Products. City, the contractors or End Users, as applicable, shall be responsible for the payment of all sales or use taxes imposed by any jurisdiction in the United States applicable to the sale of any Products under this Agreement, or to the extent applicable will provide appropriate sales tax exemption certificates.

6.3 Invoices. Contractor will provide City with an itemized invoice for all Fees that become due hereunder. Each valid and undisputed invoice will be due and payable within thirty (30) days after City's receipt of such invoice. Should City dispute any invoice, City will notify Contractor of the nature of the dispute in writing within fifteen (15) days of the invoice date. City will have the right to withhold payment of the portion of the payment in question until the dispute is resolved ("Disputed Invoice"). If City does

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

not notify Contractor of any dispute within fifteen (15) calendar days of the invoice date, then the invoice is deemed to have been accepted and invoice payment is required to be made on the payment due date per contract terms.

6.4 Delinquent Payment. If City fails to make timely payment Contractor will send City a notice of default and provide the City with ten (10) day to cure the delinquent payment. If the City fail to cure the default, City will be held in breach and Contractor may demand immediate payment and at Contractor's option (i) suspend all further deliveries or performance to be made under the Agreement or any further performance under any other contract with City, in which event City will not be released in any respect from its obligations to Contractor under the Agreement or the other contract; (ii) recover all costs of collection including but not limited to reasonable attorneys' fees; (iii) repossess the Goods and Software for which payment has not been made; (iv) retain any equipment supplied by City to Contractor in relation to Contractor's provision of Services; (v) charge interest at the rate of 1.0% per month on the past due amount, not to exceed the interest percentage allowed by law; and (vi) reassess the credit worthiness of City. Upon City's breach of this Agreement, any discount from Contractor's rates, if any, will cease to apply to the delinquent invoice

7.0 DELIVERY, TITLE, AND RISK OF LOSS. Unless otherwise agreed upon in a Purchase Order, title to all Goods sold hereunder, except for Software whose title always remains with Contractor, will pass to City upon full payment of the Purchase Order. Upon delivery, risk of loss or damage will pass to City, unless delivery has been delayed because of City in which event risk of loss will pass to City upon the originally scheduled delivery date and City will be responsible for all costs and expenses including storage and insurance. Delivery, unless otherwise agreed upon in a Purchase Order, will be Ex-works (Incoterms 2010), Contractor's facility. If, as part of a Purchase Order, Contractor is responsible for packing any Goods for shipment, Contractor will pack, mark, and label such Goods in accordance with its usual packing procedures.

8.0 RECEIVING, INSPECTION AND ACCEPTANCE. City will be responsible for receiving, installing, starting up and maintaining all Goods, unless otherwise agreed in the Specifications. If City fails to notify Contractor of any material non-conformities with the Specifications within thirty (30) days, or is using those Goods, Software, or Services in a production environment or for the regular conduct of its business, the Goods, Software or Services will be deemed accepted, without prejudice to the warranty provisions hereunder. City will have the right to reject any Goods, Software, or Services that are delivered to City not in accordance with the Specifications in the Purchase Order. Contractor will have a reasonable opportunity to correct non-conformities, replace non-conforming Goods and/or Software or correct or re-perform the Services at its option, in accordance with Warranty Article. Should Contractor fail to use reasonable efforts to correct non-conformities, replace the non-conforming Goods and/or Software or re-perform or correct non-conforming Services within a reasonable period of time, City may terminate the Purchase Order or portion thereof and is not obligated to pay any invoice for the purchase order as provided in Section 6.3 Contractor's maximum liability under this Article shall be to refund the fees and expenses paid by City for the City's damages arising out of relating to the portion of the Goods, Software or Services that is non-conforming.

Unless other acceptance criteria are agreed upon in the Specifications, Contractor's standard testing procedures, including factory acceptance test and site acceptance test where applicable, will apply to Goods, Software, and Services provided. Contractor must provide City a minimum of seven (7) days

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

prior written notice of any testing of Goods, Software, or Services provided by Contractor under this Agreement. If City's representative is unable to attend any of these tests having received such notice, City will be deemed to have waived its entitlement to attend such tests. To the extent that any Goods, Software or Services have been, or can be deemed approved in writing by City pursuant to the terms of this Agreement or the applicable Purchase Order at any stage of Contractor's performance, Contractor will be entitled to rely on such approval for purposes of all subsequent stages of its performance hereunder.

9. REPRESENTATIONS, WARRANTIES, COVENANTS, AND LIMITATION OF LIABILITY.

9.1 Compliance with Laws. Contractor must and must use its reasonable commercial efforts to cause its suppliers to comply with all applicable United States, federal, state, and local laws, rules, and regulations, with respect to the performance of the Services.

9.2 No Infringement. Contractor represents and warrants that the Services, Facilities and Software to be performed, operated, or used under this Agreement do not and will not, infringe any third-party patent, trade secret, copyright, trademark or other intellectual property rights in the United States or any other country or jurisdiction to which Contractor provides the Services for use by City, the contractor,

9.3 Encryption. Contractor will identify in the applicable Schedule any encryption used in the Services and Software and the Commodity Classification, Export License or License Exceptions, and Import License granted with respect thereto. Contractor represents that it has complied with, and will continue to comply with, all applicable laws, rules and regulations of the United States or any foreign country with respect to the export or importation of the Services and Software, any modifications, enhancements, or updates thereto, and any technical data derived therefrom.

9.4 Warranties for Goods, Software and Services.

9.4.1 Warranty Period: means the applicable time period during which Goods, Software and Services are respectively guaranteed by Contractor under the conditions set forth herein as follows:

(a) Field Devices: are warranted for a period of twenty-four (24) months following the date of shipment, except for Series pressure products which are guaranteed for five (5) years following date of shipment.

(b) Triconex and DCS Control Systems: such as Tricon, EcoStruxure Foxboro DCS, Hybrid DCS, Modicon PLC and PAC and EcoStruxure Power SCADA Server are warranted for a period of twelve (12) months following installation or eighteen (18) months following the date of shipment, whichever occurs first.

(c) Telemetry and Remote SCADA Systems including Trio Licensed Radios Products: are warranted for a period of thirty-six (36) months from shipment.

(d) Consumable Products: Products normally consumed in operation or which have an inherently short normal use period, including but not limited to consumables such as flashtubes, lamps, batteries,

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

storage capacitors, are guaranteed for a period of ninety (90) days from date of delivery by Contractor, except for disposable PH/ORP sensors, replacement PH, ORP and reference electrodes and dissolved oxygen membranes which are guaranteed for a period of one (1) year from the date of shipment or until they are installed, whichever occurs first.

(e) Spare Parts: for the above are guaranteed for three (3) months from shipment, unless used for repair and replacement during the Warranty Period, in which case, the spare parts will be guaranteed for three (3) months or until the end of the initial Warranty Period, whichever comes last.

(f) Cybersecurity services: are warranted as addressed in the Contractor's proposal.

(g) Services: are warranted for a period of thirty (30) days following their performance.

(h) Customer First Support Program ("CFA"): are warranted for a period of Ninety (90) days from the date of Service. Contractor warrants that any parts, for Goods which are supplied while performing Services under the Agreement, will be free from material defects for a period of 90 days following delivery of such parts. Additionally, Contractor warrants that any Software upgrades, patches, service packs, quick fix, quick custom, or corrective fixes which are supplied while performing Services under the Agreement, will be free from material defects for a period of 90 days following delivery of such Software upgrades, patches, service packs, quick fix, quick custom, or corrective fixes. For any breach of these warranties, a City's exclusive remedy, and Contractor' entire liability, will be the reperformance of the Services or repair or replacement of such parts, Software upgrades, patches, service packs, quick fix, or quick custom.

(i) Repaired or replaced Goods and Software: must be warranted by Contractor for the remainder of the original Warranty Period or for three (3) months, whichever is longer, free of charge and return-shipped to City with transportation prepaid by Contractor. City will not be responsible for any offshore transport. All Services corrected or re-performed must be warranted only for the unexpired portion of the original Warranty Period applicable to Services.

9.4.2 Exclusive Warranty Remedies: In the event of any warranty covered defects or deficiencies in Goods in subsections above, or Services in subs. (b) above, the sole and exclusive obligation of Contractor is to re-perform the Services, or repair or replace the defective Goods or part of the Goods at Contractor's sole cost. Such warranty coverage is contingent on City providing written notice to Contractor within seven days from the date the City is reasonable aware of such defect or deficiency.

9.4.3 Exclusions & Limitations: This warranty will not apply (a) to Goods not manufactured by Contractor, (b) Services not provided directly by Contractor, (c) to Goods or Services that have been repaired or altered by anyone other than Contractor so as, in Contractor's judgment, which Contractor must not unreasonably withhold, affects the same adversely, (d) Contractor's conformance with City's design of the Goods or Software; or (e) to Goods or Services that appear to be subjected to negligence, accident, damage by circumstances beyond Contractor's control, or improper operation, maintenance, or storage beyond Contractor's control, or to other than normal use or service. The foregoing warranties do not cover reimbursement for labor, transportation, removal, installation, temporary power, or any other expenses that may be incurred in connection with repair or replacement.

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

Repaired or replaced Goods and Software must be warranted by Contractor for the remainder of the original Warranty Period or for three (3) months, whichever is longer, free of charge and return-shipped to City with transportation prepaid by Contractor. City will not be responsible for any offshore transport. All Services corrected or re-performed must be warranted only for the unexpired portion of the original Warranty Period applicable to Services. With respect to Goods not manufactured by Contractor, or Services provided by non-Contractor providers, the warranty obligations of Contractor must in all respects conform and be limited to the warranty extended to Contractor by such non-Contractor supplier.

EXCEPT AS SET FORTH HEREIN OR IN THE WARRANTIES PROVISIONS CONTAINED IN SEPARATE SOFTWARE END USE LICENSE AGREEMENTS, THESE WARRANTIES, CONDITIONS, AND EXCLUSIONS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES (EXCEPT WARRANTIES OF TITLE), EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED, TO IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS MAY BE PROVIDED IN WRITING BY CONTRACTORCONTRACTOR, CONTRACTORCONTRACTOR SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER THAN AS STATED ABOVE WITH REGARD TO PRODUCTS AND SERVICES SOLD BY CONTRACTORCONTRACTOR TO CITYCITY.

ALL WARRANTIES PROVIDED HEREIN ARE PERSONAL TO, AND INTENDED SOLELY FOR THE BENEFIT OF, CITYCITY AND DO NOT EXTEND TO ANY THIRD PARTY, EXCEPT IN CASE OF TRANSFER OF THE SOFTWARE IN ACCORDANCE WITH APPLICABLE SOFTWARE LICENSE OR THE ASSIGNMENT ARTICLE.

9.5 Viruses. Contractor represents, warrants, and covenants that the Software does not and will not contain any computer code designed to disrupt, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the Software or any System (referred to as “viruses” or “worms”).

9.6 Other Code. Contractor represents, warrants, and covenants that the Software Programs, if and when released to City or deposited in escrow pursuant to Section 3.3, does not and will not contain any computer code that: (a) would disable the Software or any System or impair in any way their operation based on the elapsing of a period of time, the exceeding of an authorized number of copies or scope of use, or the advancement to a particular date or other numeral (referred to as “time bombs,” “time locks,” “license keys,” or “drop dead” devices); (b) would permit Contractor or any third party to access the Software or any System (referred to as “traps,” “access codes,” or “trap door” devices); or (c) would permit Contractor or any third party to track, monitor or otherwise report the operation and use of the Software by City or any of its customers or clients.

9.7 Documentation. Contractor represents, warrants and covenants that the Documentation: (a) does and will accurately and completely describe the relevant Software Programs; (b) is and will be complete, free of errors and sufficiently detailed to allow City's personnel to operate and use such Software Programs; and (c) will be updated as and when any Upgrade is provided for such Software Programs and such updated Documentation will be delivered by Contractor to City promptly upon any such update.

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

9.8 Open Source. Contractor warrants that, except as approved by City, and for so long as the Services are to be provided by Contractor, (a) the Licensed Materials, including any Custom Programs, do not and will not include "open source software" or any derivative work thereof, and (b) Contractor shall not include in any deliverables or other work product created by Contractor for delivery to City any "open source" software or any derivative work thereof; provided, however, that Contractor may use or distribute "open source" software if such software is not included in the Software Products and is not installed and used by Contractor at City's premises (as in the case of software used only by Contractor in Contractor's own internal systems), or if such software as used by Contractor is not combined, incorporated, merged, or dynamically linked with any proprietary software owned or used by City (as in the case of development tools or devices that include "open source software" but do not introduce any part of such software into any deliverables, work product, or other City software). For purposes of this Supplement, "open source" software means any software that is licensed or provided, in whole or in part, pursuant to a license or terms of use that allows users to run, copy, distribute, study, change and improve the software without any obligation of the user to pay fees or royalties, and which contains one or more of the following restrictions: (i) the user may not sublicense, resell or distribute the same software or any derivate work thereof under different terms of use, (ii) the user may not charge license fees for the sublicense, resale or distribution thereof, (iii) the user must release source code to any third party to whom such software or any derivative work thereof is distributed, (iv) the user may not claim copyright or other intellectual property rights in any derivative work thereof, or (v) the user is prohibited from discriminating by restricting the persons or purposes for which the software is used. Excluded from the definition of "open-source software" is software that is readily available in source code form but is not subject to any restriction on the further use or distribution thereof or any derivative work thereof, including "academic licenses" such as the MIT (aka XII) License, the Berkeley Software Distribution (BSD) license, and the Mozilla license. Contractor shall apply Contractor's business continuity and disaster recovery plans as set forth in Exhibit D hereto in conjunction with the Services.

9.9 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ANY SCHEDULE, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY OF THE FOLLOWING: LOST PROFITS, LOST REVENUE, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, NO LIMITATION OR EXCLUSION OF CONTRACTOR'S LIABILITY WILL APPLY WITH RESPECT TO ANY CLAIMS ARISING OUT OF OR RELATING TO 8 ("INTELLECTUAL PROPERTY INDEMNIFICATION") OF THIS AGREEMENT, OR ITS WILLFUL MISCONDUCT OR NEGLIGENCE, OR ANY CLAIMS FOR PERSONAL INJURY. For the avoidance of doubt, any fines or penalties assessed on a party under applicable law arising out of the other party's breach of this Agreement are direct damages. NOTWITHSTANDING ANY OTHER PROVISION OF THESE CONDITIONS OF SALE OR ANY OTHER CONTRACT DOCUMENT TO THE CONTRARY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM AGGREGATE LIABILITY OF CONTRACTORFOR DIRECT DAMAGES HEREUNDER SHALL NOT EXCEED TWO TIMES THE AMOUNTS ACTUALLY PAID BY THE CITY TO CONTRACTOR FOR THE WORK GIVING RISE TO A CLAIM.EXCEPT FOR THE TRANSFER OF SOFTWARE LICENSE IN ACCORDANCE WITH APPLICABLE LICENSE, THE TERMS OF THIS AGREEMENT SHALL NOT BENEFIT OR CREATE ANY RIGHT OR CAUSE OF ACTION IN OR ON BEHALF OF ANY PERSON OR ENTITY OTHER THAN CITY AND CONTRACTOR. ANY ACTION AGAINST THE OTHER MUST BE BROUGHT WITHIN THIRTY-SIX (36) MONTHS AFTER THE EVENTS GIVING RISE TO THE CAUSE OF ACTION EXCEPT THAT AN ACTION FOR NON-PAYMENT MAY BE BROUGHT BY A PARTY NOT LATER THAN ONE YEAR FOLLOWING THE DATE OF THE LAST PAYMENT DUE TO SUCH PARTY HEREUNDER.TO THE EXTENT PERMITTED BY LAW, THE PROVISIONS OF THIS ARTICLE

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

SHALL APPLY REGARDLESS OF THE FORM OF ACTION, DAMAGE, CLAIM, LIABILITY, COST, EXPENSE, OR LOSS, WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE.

10. INDEMNIFICATION.

10.1 Indemnification. Contractor must indemnify, defend, and hold City harmless against claims (including without limitation, the Parties' employees) for personal injury, death, or loss of any kind, or damage to property directly caused by or directly arising out of to and to the extent of Contractor's negligent acts, negligent errors or omissions, willful misconduct, or intentional acts in the performance of its obligations hereunder, provided: (i) Contractor is entitled to exclusively control the defense against the claim; (ii) Contractor is notified by City within 10 days of City's receipt of such claim and (iii) City provides reasonable assistance in the defense of the claim and does not enter into any settlement or make any concession without the Contractor's prior written approval, which Contractor may not unreasonably withheld.

10.2 Intellectual Property Indemnification by Contractor. Unless otherwise set forth in the applicable Contractor's License Agreement, Contractor shall defend, indemnify, and save harmless City from and against any third party claims, suits, judgments, court costs, reasonable attorney's fees and other liabilities, demands or losses (altogether "Liabilities") to the extent such Liabilities result from an infringement due to the Services and/or Goods, Software's design or construction, of a patent or copyright owned by a third party in the country of manufacture of such Goods and/or Software or in the country of performance of the Services at the time of execution of the relevant Purchase Order under which the alleged infringement has occurred, provided that: (i) Contractor will be notified by City within ten (10) days of City's receipt of said suits; (ii) Contractor will be given the sole control of the defense and but Contractor must obtain City's written consent to any related settlement negotiations, which the City will not unreasonably withhold, that may affect the City's use of the Services, Goods or Software; (iii) City agrees to reasonably assist Contractor in the defense of the claim and (iv) City will cooperate with Contractor to cease any use of the Goods or Software that may constitute an infringement. Contractor will not be responsible for any settlement made without its consent. The foregoing obligations do not apply when the claim of infringement results from or is related to: (i) Goods and/or Software provided pursuant to City's designs, drawings or specifications; (ii) Goods and/or Software stored, used or maintained otherwise than in accordance with Contractor's instructions or recommendations or other than for the City's internal business purpose; (iii) claims of infringements resulting from combining Goods or Software provided hereunder with any other item not furnished by Contractor; (iv) modifications to the Goods or Software without prior written consent of Contractor; (v) parts supplied or designed by City or third parties; and (vi) City's failure to use corrections or enhancements made available by Contractor. Contractor may cease to deliver any Goods, Software or Services, which it reasonably believes may infringe third party's rights. In case said results of Services, Software or Goods, or any part thereof, is in such suit held to constitute infringement and/or its use is enjoined, the Contractor shall, at its own expense and option either: (i) procure for the City a royalty-free license to continue using such Software, results of Services or Goods, or (ii), replace same with substantially equal but non-infringing equipment or modify it so it becomes non-infringing, provided that no such replacement or modification will in any way amend or relieve Contractor of its warranties and guarantees set forth in this Agreement. In the event Contractor is unable to do either of the foregoing, the allegedly infringing item will be returned to Contractor.

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

11. SERVICE LEVELS; SUPPORT SERVICES.

11.1 Service Levels. Contractor shall provide the Services in accordance with the Service Levels set forth in Exhibit C hereto.

11.2 Support Services. Contractor shall provide the Support Services set forth in Exhibit D hereto.

12. TERM.

12.1 Agreement Term. This Agreement is effective as of the Effective Date and will continue for a period of one (1) year(s) or until the Agreement is terminated as provided for herein. The City and the Contractor may mutually agree to extend the Agreement for up to two (2) additional terms of one (1) year(s) each, or portions thereof in writing not less than sixty (60) days prior to the end of the then-current term.

12.2 Exhibit Term. Each exhibit will commence on the date first set forth in such exhibit and will continue until the terms of such exhibit or this Agreement expire or are terminated in accordance with Section 13.

13. TERMINATION.

13.1 Termination for Breach.

(a) If Contractor materially breaches this Agreement or any exhibit, and such breach is incapable of cure, or such breach is capable of cure, but Contractor does not cure such breach within thirty (30) days after written notice of default, City may terminate this Agreement or the relevant exhibit upon written notice to Contractor. To the extent that Contractor commits a material breach of a nature which goes beyond the relevant exhibit, City may in its sole discretion terminate: (a) this Agreement (in which event all the other exhibits will terminate concurrently therewith); or (b) all affected exhibits. Termination of an exhibit or this Agreement will be without prejudice to any other rights and remedies that the non-defaulting party may have under this Agreement or at law or in equity.

(b) Contractor may terminate this Agreement if City materially breaches the payment or license terms of this Agreement and (i) such breach is incapable of cure, or (ii) such breach is capable of cure, or (iii) Contractor has provided City with a written notice of default and City has not cured such default within thirty (30) days of receipt of such notice.

13.2 Termination for Convenience.

Contractor's performance of work under this Agreement or a Purchase Order may be terminated by the City in accordance with this article in whole or in part whenever the City may elect, with minimum prior written notice ("Notice of Termination") of at least thirty (30) days. Any such termination will take place by delivery to Contractor of a Notice of Termination specifying the extent to which performance of work under the Agreement or Purchase Order is terminated, and the date upon which termination becomes effective. Upon receipt of any such notice, Contractor will, unless the notice requires otherwise discontinue work on the date and to the extent specified in the notice; and make every

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

reasonable effort to obtain cancellation of all orders to subcontractors. Upon Notice of Termination, City will: (i) pay all fees earned and expenses incurred by Contractor in connection with the performance of this Agreement or the Purchase Order until the effective date of such termination ("Fees and Expenses"). In the event of partial execution of the Agreement or when termination occurs between two invoicing milestones, a prorated share of the Fees and Expenses will be added based upon the portion of Purchase Order completed through the termination date. Notwithstanding the foregoing, with respect to off-the-shelf Goods, City may only terminate a Purchase Order without cause before shipment.

14. SUSPENSION.

Suspension by City. Contractor's performance of work under this Agreement or a Purchase Order may be suspended by the City in whole or in part whenever the City may elect, with minimum prior written notice ("Notice of Suspension") of at least thirty (30) days. Upon Notice of Suspension, Contractor will: (i) discontinue work on the date and to the extent specified in the notice; and (ii) make every reasonable effort to stop orders for materials and equipment and reassign personnel. Upon Notice of Suspension, City will pay all Fees and Expenses including all reasonable costs directly related to City's suspension pursuant to this provision, including costs associated with restocking charges and storage costs, if any. In addition to the above, in the event of a suspension, City acknowledges: (i) milestones or delivery dates that have been agreed to by the Parties may be postponed and such milestones or delivery dates will be mutually agreed to upon the lifting of the suspension, and (ii) if the suspension continues for more than thirty (30) days the Contractor's personnel assigned to the Agreement or Purchase Order may not be available. When the performance is re-commenced, the suspended agreement and/or Purchase Order will recommence upon the date mutually agreed to between the Parties. If the suspension continues for greater than ninety (90) days, City, at its sole option, may terminate this Agreement or a purchase order, and the suspension will be treated as a Termination for Convenience as provided in this Agreement.

14.2 Suspension by Contractor. If the City materially breaches its contractual obligations, including but not limited to its payment obligations, Contractor may suspend the performance of a Purchase Order or this Agreement. Notwithstanding the foregoing, with respect to off-the-shelf products, If the suspension continues for greater than ninety (90) days, Contractor, at its sole option, may terminate the Purchase Order or this Agreement, and such suspension will be treated as a Termination for Convenience as provided in this Agreement.

15. CHANGES. Either Party may request changes that affect the scope, duration, delivery schedule or price of a purchase order, including changes in the Specifications and Goods, Software or Services to be delivered or licensed. If either Party requests any such change, the Parties will negotiate in good faith a reasonable and equitable adjustment to the Purchase Order. Neither Party will be bound by any change requested by the other until an amendment to the Purchase Order in the form of a change order has been accepted in writing by both Parties. Pricing of changes will be based on the then current Contractor's prices. Any alteration, deletion or addition to the Work ordered in the Purchase Order, a change in any provision of the Purchase Order, or a change in law after the date of the Purchase Order, will be effective only if made in a change order that is executed by City and Contractor. A change order, however, will not modify any provisions of this Agreement unless the Parties agree in writing to do so.

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

16. INSURANCE.

16.1 Insurance Coverage. Contractor will, during the term of this Agreement, at its sole cost and expense, obtain and maintain in full force and effect, the insurance coverage in the amounts and on the terms set forth in Exhibit E hereto or such other amounts as may be set forth in a Schedule.

16.2 Insurance Certificates. Contractor will provide City with a copy of all relevant certificates of insurance upon City's request including those evidencing that City has been added as an additional insured. Certificates are to be delivered to City at the address set forth in the applicable Schedule prior to delivery of any Software, Goods or Services hereunder, and annually thereafter, and at least thirty (30) days prior to any expiration of each insurance policy.

16.3 No Limitation. Nothing in this Section will be construed as limiting Contractor's (or any subcontractor's or agent's) liability to City or any third party. The mere purchase and existence of insurance does not reduce or release Contractor from liability incurred or assumed within the scope of this Agreement. Contractor's failure to maintain insurance will not relieve it of liability under this Agreement.

16.4 Claims. Contractor will promptly make a full written report to City as to all accidents or claims for damage arising from or in connection with: (i) this Agreement; (ii) the discharge of Contractor's duties under this Agreement or any Schedule; or (iii) the presence of Contractor or Contractor's Representatives on City's premises. Contractor will cooperate fully with City and with any insurance carrier in the investigation and defense of all such accidents and claims, such obligation to survive the termination or expiration of this Agreement.

18.0 CONTRACTOR'S DISCLAIMER.

CONTRACTOR MAKES NO WARRANTY THAT THE CITY'S USE OF SELLER'S GOODS, SOFTWARE, OR SERVICES WILL BE UNINTERRUPTED, SECURE AND/OR ERROR-FREE. CONTRACTORDOES NOT REPRESENT OR GUARANTEE THAT ANY GOODS AND/OR SOFTWARE WILL BE FREE FROM VULNERABILITIES, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSIONS, AND CONTRACTORDISCLAIMS ANY LIABILITY IN RELATION THERETO.

SOFTWARE AND SERVICES SOLD BY CONTRACTORTO CITY. BY USING THE PRODUCTS, SOFTWARE OR SERVICES, CITY UNDERSTANDS THESE LIMITATIONS AND AGREES THAT CITY ACCESSES AND USES THE PRODUCTS, SOFTWARE AND SERVICES AT CITY'S OWN DISCRETION AND RISK AND THAT CITY WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO CITY'S SYSTEMS OR ASSETS OR LOSSES THAT RESULT FROM SUCH ACCESS OR USE.

EXCEPT AS SET FORTH HEREIN OR IN THE WARRANTIES PROVISIONS CONTAINED IN SEPARATE SOFTWARE END USE LICENSE AGREEMENTS, THESE WARRANTIES, CONDITIONS, AND EXCLUSIONS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES (EXCEPT WARRANTIES OF TITLE), EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED, TO IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS MAY BE PROVIDED IN WRITING BY SELLER, CONTRACTORSHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER THAN AS STATED ABOVE WITH REGARD TO GOODS, SOFTWARE AND SERVICES SOLD BY CONTRACTOR TO CITY.

18.3 City's Use of the Products, Software, and Services. Contractor may release Updates and Patches for its Products, Software, and Services from time to time. City will ensure any Updates and Patches for such Products, Software, are installed in accordance with Contractor's installation instructions and using the latest version of the Products or Software, where applicable. An "Update" means any software that contains a correction of errors in a Product, Software, or Service and/or minor enhancements or improvements for a Product, Software, or Service, but does not contain significant new features. A "Patch" is an Update that fixes a vulnerability in a Product, Software, or Service. City understands that failing to install Updates or Patches for the Products, Software, or Services may result in the Products, Software, or Services or City's Systems becoming vulnerable to certain Cyber Threats or result in impaired functionality, and Contractor will not be liable or responsible for the City's losses or damages that directly result from City's failure to install any such Product Updates or Patches.

18.4 Identification of Cyber Threats. If Contractor identifies or otherwise becomes aware of any vulnerabilities or other cyber threats relating to the services provided to the City, Contractor will promptly notify City of such vulnerabilities or other cyber threats. If City identifies or otherwise becomes aware of any vulnerabilities or other Cyber Threats relating to the Products, Software, or Services for which Contractor has not released a Patch, City will promptly notify Contractor of such vulnerability or other Cyber Threat(s) via the Contractor Report a Vulnerability page (https://www.se.com/ww/en/work/support/cybersecurity/report-a-vulnerability.jsp#Customers) and further provide Contractor with any reasonably requested information relating to such vulnerability (collectively, "Feedback"). Contractor will have a non-exclusive right to use, display, reproduce, modify, and distribute the Feedback (including any confidential information or intellectual property contained therein) in whole or part, including to analyze and fix the vulnerability, to create Patches or Updates for its customers, and to otherwise modify its Products, Software, or Services, in any manner without restrictions, and without any obligation of attribution or compensation to City; provided, however, Contractor must not publicly disclose City's name in connection with such use or the Feedback (unless City consents in writing otherwise).

19. GENERAL.

19.1 Force Majeure.

(a) For purposes of this Agreement "*Force Majeure*" means an event that is outside the reasonable control of a Party, or that with the exercise of due diligence or reasonable business practices could not reasonably have been prevented, avoided or removed by that Party, and that prevents that Party from performing its obligations under this Agreement and does not result from such Party's negligence or the negligence of its agents, employees or subcontractors, including unforeseeable events such as acts of God, pandemics, earthquakes, storms, floods, natural events, wars, court order, rebellions, riots, strikes, civil disturbances, acts of foreign and/or domestic governmental authorities, labor strikes and lockouts, but excluding any failure by a third party to supply any materials or components to Contractor unless such failure is itself the result of Force Majeure affecting such third party.

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

(b) Upon the occurrence of an event of Force Majeure with respect to a Party, its obligations under this Agreement will, to the extent that they are affected by the event of Force Majeure, be suspended. Contractor's disaster recovery obligations under section 17 will not be affected. Any Party affected by an event of Force Majeure will provide written notice to the other Party within thirty (30) days of the event giving rise to the Force Majeure. Such Party's obligations under this Agreement will be excused only for the period of delay that begins on the date of notice. Such party must use commercially reasonable efforts to fulfill its obligations under this Agreement and to remove or avoid any disability and mitigate any damages caused by such event of Force Majeure at the earliest practicable time and to the greatest extent possible.

(c) The City acknowledges that the products or part thereof are produced in, or otherwise sourced from, or will be installed areas already affected by, or that may be affected in the future by, the prevailing epidemics or pandemic and that the situation may trigger stoppage, hindrance or delays in Contractor (or its subcontractors) capacity to produce, deliver, install or service the products, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by the Contractor (or its subcontractors) as preventive or curative measures to avoid harmful contamination exposure of Contractor's (or its subcontractors') employees. Subject to the notice requirements in subsection 18(b), such circumstances may be considered as a cause for excusable delay.

(d) All such Force Majeure conditions preventing performance shall entitle the Party hindered in the performance of its obligations hereunder to pricing adjustments and/or an extension of the date of delivery of the Goods and Software or completion of the Services by a period equal to the period of delay incurred because of the Force Majeure or to any other period as the Parties may agree in writing.

19.2 UCITA Not Applicable. This Agreement and the transactions contemplated herein are not and will never be subject to the Uniform Computer Information Transactions Act (prepared by the National Conference of Commissioners on Uniform State Laws) as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction.

19.3 Contractor Financial Assurances. Upon City's request (to be made not more than once per year) Contractor will provide City with financial information of Contractor, which will allow City to adequately assess Contractor's creditworthiness. Contractor will not provide City with any nonpublic financial information unless it is requested by the City Manager or City Manager's designee in writing under this Section.

19.4 Assignment. Neither party will assign its rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably delayed or withheld, and any purported assignment without required consent will be void; provided, that: (a) either Party may collaterally assign this Agreement in connection with any financing or an acquisition of all or substantially all of such Party's assets and business, and (b) either Party may assign this Agreement to one or more Affiliates without prior consent. Subject to the foregoing limitations, this Agreement will be binding upon the Parties and their respective legal successors and permitted assigns.

19.5 Notices. Unless otherwise provided, notice 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

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

served on the Party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) 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:

For the City	**For the Contractor**
Name: Christina Pryor, CPPO	Name: Schneider Electric Systems
Title: Procurement and Supply Senior Manager	ATTN: General Counsel, North America
Address: 175 S. Arizona Ave., 3rd Floor	Address: 70 Mechanic Street
Chandler, AZ 85225	Foxboro, MA 02035
Phone: 480-782-2403	Phone: 303-570-9081
Email: christina.pryor@chandleraz.gov	Email: Kathryn.huseman@se.com

19.6 Remedies. Each Party acknowledges that a breach of certain of its obligations under this Agreement other than any payment obligations hereunder, may result in irreparable and continuing damage to the other Party for which monetary damages may not be sufficient, and agrees that the other Party may be entitled to seek, in addition to its other rights and remedies hereunder or at law, injunctive or all other equitable relief, and such further relief as may be proper from a court of competent jurisdiction.

19.7 Interpretation. The terms and conditions of this Agreement are the result of negotiations between the Parties. The Parties intend that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation or drafting of the Agreement. Unless the context of this Agreement otherwise indicates when used in a series of items the word “or” will be construed such that the series may include any of the items, all the items, or any combination of the items.

19.8 Entire Agreement. This Agreement and all exhibits and schedules attached constitute the complete agreement and understanding between the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings between the Parties.

19.9 Time of Importance. Contractor acknowledges that time is of importance with respect to Contractor's obligations hereunder and that performance of all such obligations will be in accordance with the mutually agreed upon terms, including all timetables, milestones and other requirements in this Agreement and any schedule or exhibit.

19.10 No Waiver by Conduct. No waiver of any of the terms of this Agreement or any schedule or exhibit will be valid unless in writing and designated as such. Any forbearance or delay on the part of either Party in enforcing any of its rights under this Agreement will not be construed as a waiver of such right to enforce the same for such occurrence or any other occurrence.

19.11 Independent Contractor. Contractor acknowledges that it is acting as an independent contractor, that Contractor is solely responsible for its actions or inactions, and that nothing in this Agreement will be construed to create an agency or employment relationship between City and Contractor or its Representatives. Contractor is not authorized to enter into contracts or agreements on behalf of City or to otherwise create obligations of City to third parties. Neither Contractor nor any of its Representatives are City employees for any purpose, including for: (i) federal, state, or local tax,

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

employment, withholding or reporting purposes; or (ii) eligibility or entitlement to any benefit under any of the City's employee benefit plans (including those that are subject to the Employee Retirement Income Security Act of 1974, as amended), incentive, compensation or other employee programs or policies (collectively, "Benefit Plans"). Contractor agrees that all such Representatives will be informed that they are employees solely of Contractor, or its agent or subcontractor if applicable, and not eligible to participate in any Benefit Plan. Contractor agrees that Contractor is solely responsible for payment of all applicable workers' compensation, disability benefits and unemployment insurance, and for withholding and paying such employment taxes and income withholding taxes as required.

19.12 Non-exclusivity. Contractor acknowledges that City may from time to time enter other transactions with companies that may be competitors, suppliers, or customers of Contractor. No such activities will be affected by City's agreement to enter into this Agreement.

19.13 No Publicity. Contractor agrees not to disclose the identity of City or its End Users or any of their directors, officers, managers, employees, consultants, or agents as a customer or prospective customer of Contractor or the existence or nature of this Agreement without the City's prior written consent. Without limiting the generality of the foregoing, Contractor will not use, in advertising, publicity, or otherwise, the name of City or its End Users or any of their directors, officers, managers, employees, consultants, or agents or any trade name, trademark, service mark, logo, or symbol of City or its End Users.

19.14 Severability. If any one or more of the provisions of this Agreement are for any reason held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will be unimpaired and will remain in full force and effect, and the invalid, illegal or unenforceable provision will be replaced by a valid, legal, and enforceable provision that comes closest to the intent of the Parties underlying the invalid, illegal, or unenforceable provision.

19.15 Survival. Any provision of this Agreement which, by its nature, would survive termination or expiration of this Agreement will survive any such termination or expiration of this Agreement, including Sections 2 ("Grant of License"), 3 ("Contractor Software License"), 4 ("Non-Disclosure"), 9 ("Representations, Warranties, Covenants and Limitation of Liability"), 10 ("Intellectual Property Indemnification"), 13 ("Termination"), 19 ("General") and corresponding exhibits and schedules.

19.16 Governing Law. This Agreement will be governed by, and construed in accordance with, the internal laws of the State of Arizona, without regard to its choice of laws principles. Notwithstanding the fact that some of the Products may be manufactured outside the United States, the Parties hereby expressly disclaim the application of the United Nations Convention on the Sale of Goods.

19.17 Counterparts; Method of Amendment. This Agreement, each schedule and exhibit and any amendments thereto may be executed in counterparts and will not be effective or enforceable unless and until it is executed with the handwritten signature of an authorized representative of each of the relevant entities. Without limiting the foregoing, none of the following will amend or modify this Agreement or result in the execution of a schedule or exhibit: (i) terms and conditions which are displayed or conveyed electronically or are associated with, or are responded to by the operation of a mouse or other pointing device, typing on a keyboard, "virtual" actions, an automated computer program, the removal of shrinkwrap, the opening of a package, the loading or use of software or other

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

goods or services, or any other action other than such a handwritten signature as described in the previous sentence; or (ii) payment by City of any License Fees, Maintenance Fees or other consideration to Contractor or use of or any other action with respect to the Software Programs or Maintenance Services.

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

19.19 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by City under the provisions of A.R.S. § 38-511.

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

19.21 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor (as defined under A.R.S.) who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor 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 parties' agreement and may be subject to penalties up to and including termination of the parties' agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

19.22 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract 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 contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

19.23 Covenant Against Contingent Fees. Contractor 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 Contractor's firm. For breach or violation of this warrant, City may annul this Agreement without liability or, at its discretion, to deduct from the Services Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

19.24 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 provision.

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

19.25 Jurisdiction and Venue. 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.

19.26 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 adopted. This determination is solely made by the City Council at the time Council adopts the budget.

19.27 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, 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 and/or procurement rules and regulations of the respective political entity. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

19.28 Exhibits, Precedence of Documents. The following exhibits are made a part of this Agreement and are incorporated by reference:

Exhibit A – Scope of Services
Sub - Exhibit A -1 - Customer First Support and Services Proposal: Premium Level dated February 24, 2023
Exhibit B – Fee Schedule
Exhibit C – Service Level Requirements
Exhibit D – Support Services Requirements
Exhibit E – Insurance Requirements
Exhibit F – Continuation Agreement dated June 24, 2022.

If there is a conflict or legal ambiguity between any Purchase Order and this Agreement, this Agreement prevails and controls and governs any Purchase Order. In the event of a conflict in the terms and conditions or a legal ambiguity arises among this Agreement and the attached exhibits, the documents in the following order prevail and control: (1) this Agreement; (2) Exhibit A – Scope of Services; (3) Exhibit B – Fee Schedule; (4) Exhibit C – Service Level Requirements; (5) Exhibit D – Support Services Requirements; (6) Exhibit E – Insurance Requirements; (7) Exhibit F – Continuation Agreement dated June 24, 2022; (8) Sub-Exhibit A-1 - Customer First Support and Services Proposal: Premium Level dated February 24, 2023.

19.29 Greenline. In the event City has concerns related to ethics, compliance, or Contractor's Principles of Responsibility, and/or any potential violations of these policies, City is welcome, but not required, to make use Contractor's GreenLine. The GreenLine is Contractor's global helpline for external

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

stakeholders. It is a confidential channel through which City can ask questions and raise concerns. Reports can be made using the link below: https://secure.ethicspoint.eu/domain/media/en/gui/104677/index.html

19.30 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.

Remainder of page left blank intentionally

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives. This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY	**FOR THE CONTRACTOR**
By: _____	By: Brett Richardson
Its: Mayor	Its: SENIOR FINANCE DIRECTOR

APPROVED AS TO FORM:

By: _____
City Attorney JMB

ATTEST:

By: _____
City Clerk

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

EXHIBIT A
SCOPE OF SERVICES

The Contractor will provide the City with its Premium level of the Customer FIRST Support and Services, a comprehensive support and services package that includes expert technical support from skilled Contractor resources, 24/7 emergency support, and priority enroute response commitment for on-site corrective assistance.

Summary of Included Services

Core Support and Services	
Technical Support Access	24/7, Included
Global Customer Support Website Access	Included
EcoStruxure™ Facility Expert Mobile App	Included
Preventive Maintenance Site Visits	2 Per Year, Included
Enroute Response Commitment for Billable Onsite Corrective Assistance	24 hours, Included
Software Maintenance Releases, Service Packs, Patches and Updates	Included
Lifecycle Assessment and Upgrade Planning Roadmap	Included
Support Usage and Summary Report	Included
Module Exchange Program	Included
Software Version Upgrades and Revisions	Included
System Asset Viewer	Included
Customer FIRST Program Review	1 Per Year, Included

Services and Material Discount

Services and Materials	Current List Price Discount
Advantage Discount Program	50%
Site Support Services	10%
Digital Learning Services	15%
Classic Learning Services	12%
MEP Parts	43%
Consulting Services	10%
Spares	10%
Test and Offline Development System Licenses	50%

Optional Services

Premium	
Advantage Upgrade – Labor Services Funds	$10,000 Per Year

Technical Support Access

The Contractor will provide expert technical assistance and application support during normal business hours via regional support centers and locally based service engineers. Each request is processed through a defined multi-level response model that assures skilled and timely attention appropriate to the urgency

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

and complexity of the reported situation. Reported situations are assessed by support analysts according to the impact on the customer's production, safety, or environment.

The Contractor will provide emergency technical support outside of normal business hours for situations that involve loss or potential loss of an essential function, such as a production line, system, or plant down situation.

Technical support access will be available 24 hours per day, 7 days per week.

Global Customer Support Website Access

The Contractor will provide its extensive knowledgebase of technical user documentation, issue solutions, and software via the Customer Support website. The registration profile allows the website user to refine their access to only the product content of interest.

The web tools will provide online support case management through which City personnel may submit service requests. A tracking number will be issued to the submitter, who may review case status and upload additional information as appropriate.

In addition, website registrants will receive pro-actively issued communications of three types:

- Advisories that describe identified technical product problems and provide a solution
- Notifications pertaining to lifecycle management topics such as hardware and software release notifications, and service program changes
- New product announcements

EcoStruxure™ Facility Expert Mobile App

The Contractor will provide its EcoStruxure™ Facility Expert Digital Logbook app to the City with digital access to reports and maintenance plan, which includes:

- Accurate planning of preventive maintenance schedule.
- Greater visibility of the onsite work done.
- Details of activities undertaken during a given period.
- Access to all your reports and documentations pertaining to the CFA:
  - CFA Contract Agreement
  - Contract Management Review Reports Filed Services Reports (FSR)
  - Preventative maintenance (PM)
  - RoadMap Reports

Preventive Maintenance Site Visits Per Year

The Contractor will provide two preventative maintenance visits per year. The general scope of work includes physical inspection of equipment, review of software maintenance releases and fixes, technical advisories, product alert notices and status of open cases. The service engineer will perform analysis of system conditions (counters, loading, etc.) to help ensure the system is operating within defined specifications. They will perform corrective actions that are within the scope of the PM visit, and schedule follow-up maintenance for additional issues if necessary. The City and the Contractor will determine the schedule, timing, and the appropriate length of the PM visit per site.

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

Once per year, or more frequently if EcoStruxure™ DCS Advisor Services V4.0 (or higher) is enabled, the Contractor will collect system configuration data via use of a tool known as FERRET. This data will be used for the following purposes:

- It will be analyzed as a proactive aid in helping to identify any potential need for corrective or preventive activity.
- It will be used to develop the annual Lifecycle Assessment Report and Upgrade Planning Roadmap.
- It is available for System Asset Viewer application use.

The data files will be stored in the Global Support Center's (GCS) Installed Base Repository.

The Preventive Maintenance Site Visit includes (if installed) DCS Advisor Server maintenance support.

The Preventive Maintenance Site Visit does not include:

- Installation of version licenses, revision releases and maintenance releases, or any startup activities.
- Activities associated with the optional DCS Advisor Services: Remote Backup Service, NetSight Console, DCS Advisor Server with Data Diode, Patch Deployment to DCS Advisor Server.

These activities, and others that fall outside of PM scope of work, require the scheduling of a separate site visit for which the labor terms of this agreement will apply.

Enroute Response Commitment for Onsite Corrective Assistance

The Contractor will provide technical support engineers/consultants via voice and electronic communication methods. If remote connection directly to the EcoStruxure Foxboro DCS is applicable, with proper approvals, this approach may be engaged to help facilitate matters.

If the Contractor is unable to resolve the support case via these methods, the Contractor will provide hands-on corrective assistance. These activities may include system troubleshooting, defective hardware replacement, and software restoration or correction due to data corruption or necessity.

Software restoration may be accomplished using install discs or via download. If the customer's data is corrupt, there may be no recourse, in some cases, to restore corrupted user data.

The Contractor will provide a 24-hour commitment for corrective assistance.

Activities that are not covered by Onsite Corrective Assistance include:

- Application work, block configuration, display creation, historian creation, software installation, manual installation activity associated with "Patch Deployment to EcoStruxure™ DCS Advisor Server", preventative maintenance work, startup support and upgrade labor.
- Labor and materials, travel and living expenses are billable unless otherwise defined in the Agreement terms. Billable labor hours include travel time, time spent obtaining plant access, time spent onsite and offsite performing evaluations and preparing documentation necessary for the assigned tasks.

Software Maintenance Releases, Service Packs, Patches and Updates

The Contractor will provide maintenance releases and fixes for covered software related to the City's application that is released during the contract period.

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

Maintenance releases provide corrections to software defects within a software revision level. Media will be made available upon release, in electronic or physical format as appropriate, during the program's coverage timeframe. The Contractor makes no guarantee that maintenance releases will become available during the agreement period.

Installation labor for version licenses, revision releases, maintenance releases, service packs, patches and updates, and startup activities is not included in this program feature. These activities require the scheduling of a separate site visit for which the labor terms of this Agreement apply.

Lifecycle Assessment and Upgrade Planning Roadmap
The Contractor will provide the Lifecycle Assessment and Upgrade Planning Roadmap report. The Contractor will collect system configuration data either remotely or during a site visit. The data files are stored in the Global Customer Support (GCS) Installed Base Repository and will be used to develop the Lifecycle Assessment and Upgrade Planning report. The report will be reviewed with the City during the annual Customer FIRST Program renewal process.

The components of the City's system and applications will be assessed, as appropriate, for potential upgrade to preferred (current) phase products.

The Lifecycle Assessment and Upgrade Roadmap will help facilitate effective; short and long- term upgrade planning decisions. It will be updated annually and may be used as the foundation for the optional Modernization and Migration Planning service.

Support Usage and Summary Report
The Contractor will provide a Support Usage and Summary Report that highlights all technical support case activity, labor-based site visits and material exchange activity logged by the Contractor's service management system.

Module Exchange Program (MEP)
The Contractor will make its Module Exchange Program available to the City to provide access to its materials inventory when rapid replacement of malfunctioning equipment is necessary.

Product provided under the Module Exchange Program is billable. Pricing for the replacement unit is contingent on receipt of the malfunctioning equipment at the Contractor's designated facility, and subsequent determination that the returned unit meets Module Exchange Program Policy qualifications.

Software Version Upgrades and Revisions
The Contractor will provide Software Version Upgrade and Revision releases.

Software Version entitlement is offered for the same product, excluding platform change. The Version release is the most significant software upgrade. It generally contains major new features and enhancements. The Revision release generally contains both software correction and minor enhancements.

License(s) and upgrade media will be made available upon release, in electronic or physical format as appropriate, during the program coverage timeframe. The Contractor makes no guarantee that version and revision releases will become available during the agreement period.

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

For Foxboro customers, Software Version entitlement is offered for the same product, excluding platform change. A platform change occurs when the underlying software framework and environment has been changed to a dissimilar offering permitting new application software to operate and run. (e.g., FoxView to Control HMI or Aim* Historian to the Wonderware Historian).

Version Upgrade Eligibility

- Installed Software must be at the current version (Preferred lifecycle phase) to be eligible for version entitlements. Software that was in the Preferred lifecycle phase when the agreement was executed is eligible for version entitlement. When these criteria have been met, entitlement to software versions of Foxboro software begins and will continue for as long as an active agreement (with Software Version and Revision entitlement) is maintained with no lapse in support coverage.
- The Components and Software List provided in this proposal will identify the Contractor software eligible for version upgrade.

Revision Upgrade Eligibility

- Under the agreement, eligibility for revision entitlement will continue for as long as an active Customer FIRST agreement (Standard, Premium or Elite levels) is maintained with no lapse in support coverage.

Installation labor for version licenses, revision releases, maintenance releases, service packs, patches and updates, and startup activities is not included.

Upgrades to third-party operating system (OS) software, application software, and anti- virus software may be required to support new Contractor system and application version and revision releases.

New hardware may be required to support new Foxboro systems and application version and revision releases. An incentive program may be offered as appropriate to support such requirements. (Refer to Modernization Program.)

System shutdown may be required to support hardware and software version and revision releases.

System Asset Viewer

The Contractor will provide its System Asset Viewer, a stand-alone application that accesses the system configuration data maintained by the Contractor in the Global Customer Support (GCS) Installed Base Repository.

If the System Asset Viewer application is installed on a personal computer or EcoStruxure™ DCS Advisor server on site, City staff can use it to access City system configuration data and lifecycle phase information on demand. System Asset Viewer can also be used by the Contractor's Field Service Representatives during site visits.

Customer FIRST Program Review

The Contractor will review the Customer FIRST Support and Services program performance periodically with the City on a schedule determined by the selected program level. Discussion may include technical support, labor, material and remote services usage as applicable to the products covered by this agreement, plus lifecycle management and technical topics of value to the City's site.

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

Included System Components: Airport Water Reclamation Facility

Item	Qty	Product	Short Description	Current Lifecycle Phase	Obsolete Date	Entitled to SW Version Upgrade
10.00	1	RH103BQ	H90 Style J, K; V91 Style B, C WS Server	Lifetime	8/1/2023	
20.00	2	RH103CY	H92 Workstation for Windows; Style L, M	Lifetime	2/1/2024	
40.00	4	RH102AN	x440G2-24fx-GE4 (24-Port Fiber managed switch)	Preferred		
50.00	8	P0926CP	ZCP270 Control Processor	Mature		
60.00	7	P0926GW	FBM232, 10/100 Mbps Ethernet, Single	Available		
70.00	42	P0972ZA	FCM100E, Field Comm Mod w/Fiber Optic	Mature		
80.00	38	P0914SQ	FBM201 Channel Isolated 8 Input 0-20 mA	Preferred		
90.00	87	P0914TD	FBM207 Channel Isolated 16 DIN Voltage Monitor	Preferred		
100.00	37	P0914TG	FBM241 Ch Isolated Vmon DI External Source DO	Preferred		
110.00	21	P0914TR	FBM217, Discrete Inputs, 32 Channels	Preferred		
120.00	24	P0914XS	FBM237 Channel Isolated 8 Output 0-20 mA	Preferred		
130.00	31	P0916TA	FBM242 Channel Isolated External Source DO	Preferred		
140.00	11	P0927AH	FBM214b, HART Inputs, 8 Channels	Preferred		
150.00	17	P0927AK	FBM244, HART 4 Input + 4 Output Channels	Preferred		
160.00	2	RH914TG	FBM241 Ch Isolated Vmon DI External Source DO	Preferred		
170.00	2	RH914TR	FBM217, Discrete Inputs, 32 Channels	Preferred		
180.00	1	RH927AH	FBM214b, HART Inputs, 8 Channels	Preferred		
190.00	1	S07A10101100	I/A Series VA.x FDT Component, Windows Based Wkstn	Mature		No
200.00	1	S07A10101100	I/A Series VA.x FDT Component, Windows Based Wkstn	Mature		No
210.00	1	S07A10101100	I/A Series VA.x FDT Component, Windows Based Wkstn	Mature		No
230.00	1	S10D00240010	Software Suite License for Foxboro DCS +I/A Series	Mature		Yes

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

240.00	1	S10B00240010	Software Suite License for Foxboro DCS +I/A Series	Mature		Yes
250.00	1	S10B00240010	Software Suite License for Foxboro DCS +I/A Series	Mature		Yes
260.00	1	S61C32B52000	I/A Series Function Block SW Lic (Certificate)	Mature		Yes
270.00	1	S61C32B52000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
280.00	1	S61C32B52000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
290.00	1	S61C32B52000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
300.00	1	S61C32B52000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
310.00	1	S61C32971000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
320.00	1	S61C32A31000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
330.00	1	S61C32B51000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
340.00	1	S61C31841000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
350.00	1	J0201LA	Foxboro DCS Control License, 100 Analog IO	Preferred		Yes
360.00	1	J0201LC	Foxboro DCS Control License, 100 Analog IO	Preferred		Yes

Included System Components: Pecos Surface Water Treatment Plant

Item	Qty	Product	Short Description	Current Lifecycle Phase	Obsolete Date	Entitled to SW Version Upgrade
380.00	1	RH103BQ	H90 Style J, K; V91 Style B, C WS Server	Lifetime	8/1/2023	
390.00	1	RH103CY	H92 Workstation for Windows; Style L, M	Lifetime	2/1/2024	
400.00	1	RH103DJ	H92 Workstation for Windows; Style N, P, and R	Mature		
420.00	2	RH102AN	x440G2-24fx-GE4 (24-Port Fiber managed switch)	Preferred		
430.00	8	P0926CP	ZCP270 Control Processor	Mature		
440.00	12	P0926GS	FCM100Et, Field Comm Mod w/Fiber Optic & TDR	Mature		
450.00	3	P0926GU	FBM230, Four Serial Ports, Single	Available		
460.00	3	P0926GW	FBM232, 10/100 Mbps Ethernet, Single	Available		
470.00	8	P0972ZA	FCM100E, Field Comm	Mature		

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

			Mod w/Fiber Optic			
480.00	27	P0914TD	FBM207 Channel Isolated 16 DIN Voltage Monitor	Preferred		
490.00	15	P0914TG	FBM241 Ch Isolated Vmon DI + External Source DO	Preferred		
500.00	4	P0914TR	FBM217, Discrete Inputs, 32 Channels	Preferred		
510.00	21	P0922VT	FBM214, HART Inputs, 8 Channels	Available		
520.00	11	P0922VU	FBM215, HART Output, 8 Channels	Preferred		
530.00	26	P0927AG	FBM239, Discrete I/O 32 Channels, 8 In-8 Out-8 In-	Preferred		
540.00	21	P0927AH	FBM214b, HART Inputs, 8 Channels	Preferred		
550.00	25	P0927AK	FBM244, HART 4 Input + 4 Output Channels	Preferred		
560.00	2	J0200NG	FoxPanels SW Lic For Windows	Available		Yes
570.00	1	S07A10101100	I/A Series VA.x FDT Component, Windows Based Wkstn	Mature		No
580.00	1	S07A10101100	I/A Series VA.x FDT Component, Windows Based Wkstn	Mature		No
590.00	1	S07A10101100	I/A Series VA.x FDT Component, Windows Based Wkstn	Mature		No
610.00	1	S10D45240010	Software Suite License for Foxboro DCS +I/A Series	Mature		Yes
620.00	1	S10B00240010	Software Suite License for Foxboro DCS +I/A Series	Mature		Yes
630.00	1	S10B00240010	Software Suite License for Foxboro DCS +I/A Series	Mature		Yes
640.00	1	S61C31721000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
650.00	1	S61C31721000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
660.00	1	S61C42871000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
670.00	1	S61C10001000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
680.00	1	S61C31722000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
690.00	1	S61C31722000	I/A Series Function Block SW Lic (Certificate)	Available		Yes
700.00	1	S61C10002000	I/A Series Function Block SW Lic (Certificate)	Available		Yes

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

Advantage Discount Program
The Contractor offers a significant incentive for modernizing system hardware and software to Preferred (current) lifecycle products, in exchange for the return of older equipment to the Contractor. The Advantage Discount Program is a global discount policy offering a 25% discount from global list price. The City will an additional 25% discount, bringing the total Advantage Discount Program discount to 50% off the global list price of eligible parts.

The Advantage Discount Program applies to the upgrading of equipment in the lifecycle categories of Available, Mature, Lifetime, and Obsolete with products in the Preferred product lifecycle. Discounts applies to Preferred lifecycle product purchases only.

In general, Advantage Discount Program applies to product manufactured by the Contractor's factories. Third party buyout equipment is generally not eligible for the Advantage Discount Program.

The returned equipment must be the functional equivalent of the equipment being modernized. Products returned must be in refurbishable condition. Contaminated, damaged, non-repairable or obviously broken material will not be accepted in trade. Additionally, equipment must be return to a Contractor-designated location within 3 months of shipment of the new equipment.

Site Support Services
A discount on the Contractor's current labor rate at time of service is provided on labor hours dedicated to Site Support Services.

Site Support Services utilize the talents of the Contractor's engineers to supplement the City's site resources with simple day to day activities or to help solve more complex engineering issues. If needed, the City and the Contractor will agree on a scope of work.

Classic Learning Services
Classic training or Classroom Instructor Led Training (CILT) is conducted in-person at Process Automation training centers worldwide or at the City's. Classic training is comprehensive and immersive training that is typically delivered in a traditional classroom setting and is recommended for advanced maintenance, troubleshooting, and configuration skills required by experienced technical staff. Expert-level Instructors conduct classroom training over 2 to 5 days, during which learners practice skills on physical hardware and virtual machines.

A discount on the current listed course prices is provided for standard courses attended at Process Automation training centers only. The list prices cover one participant attending one course as published in the Contractor's training calendars.

Digital Learning Services
Digital learning includes e-learning or Web Based Training (WBT), Virtual Instructor Led Training (VILT) and Virtual Coaching. All services are delivered at the learner's location.

E-learning or Web-Based Training (WBT) courses provide 30 to 90-minute interactive technology training specially designed for newly hired technical staff. Content covers conceptual and application training on process control and safety topics. Participants complete training at their own pace online. Pre-recorded

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

demonstrations and try-it simulations enable participants to practice the application of acquired knowledge as often as they need. Courses are modular and can be combined to create learning paths or grouped by topics (Collections) as required for individual development.

In VILT classes, a subject matter expert, the instructor, facilitates learning using interactive tools to engage learners, and transfer, reinforce, and retain knowledge and skills. Content covers focused tasks requiring application of specific process control skills and product knowledge. Modelled to blend work time with training time, courses are delivered in 1 to 4 sessions, 3 to 4 hours a day. Participants complete 1 to 3 hours of lab practice, outside of session times, using virtual machines on the Process Automation Learning Cloud. Courses are designed to instill key skills in a short amount of time. The Facilitator and peer participants share best practices during sessions.

To support learners beyond formal training, the Contractor offers Virtual coaching services. The coaching system and processes are designed to augment our blended learning programs and are a vital tool to support the continuous development of employees. Our Coaches deliver learning support virtually for the development of remotely located staff.

A discount on the current listed course prices is provided for registrations to scheduled VILT courses published on our training calendars or to any of the e-learning courses or Collections. The list prices cover one participant attending a single course. Similarly, a discount on the current Process Automation Virtual Coaching rates is applied on coaching hours delivered remotely.

Module Exchange Program (MEP) Parts
The price of unit supplied to the customer will qualify for a discount contingent on material returned to the Contractor Electric meeting Module Exchange Program qualifications. Not applicable to consumable products

Consulting Services
The Contractor offers Consulting Services to leverage skilled Contractor resources that can help optimize the performance of existing assets, conduct routine performance assessments and assist with new product deployment. If services are needed, the City and Contractor will agree to a scope of work.

Spares
The Contractor provides a discount on the purchase of new material that will be stored as spare inventory at the City's site.

Test and Offline Development System Licenses
If the City uses an offline system to mirror its online system for testing upgrades, development, etc., before moving those changes into production, a discount is applicable to all off-line test system, development or disaster recovery system licenses.

The City agrees that all software licenses in the Off-Line system will solely be used for non-production testing or simulation or emergency back-up purposes and for no other purposes whatsoever. Applicable system will be non-production off-line except for temporary periods during emergency back-up situations such as disaster recovery or failover. The off-line system licenses are to be identical to the on-line system licenses in product type but may be of lesser quantity or functional capacity (such as lower I/O count, lower

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

tag count, less equipment). Certain product exclusions may apply – ask your salesperson for further information.

Modernization Fund (Optional Service)

The Modernization Fund provides a mechanism to achieve the adoption of new technologies in manageable increments. Using the Lifecycle Assessment and Upgrade Planning Roadmap, developed at the beginning of the agreement, a Modernization Fund is established. Payments into the fund are accrued over the multi-year coverage period of the agreement. However, the benefits of technology upgrades can start upon accrual and payment of 50% of the value of the Modernization Fund.

The Modernization Fund Policy applies.

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

EXHIBIT B
FEE SCHEDULE

Pecos Surface Water Treatment Plant Fees

Premium Level Description	Year 1	Year 1	Year 3
Foxboro DCS System Included Services:	$65,070	$68,324	$71,740
Optional Services: Advantage Upgrade and Labor Modernization Fund:	$5,000	$5,000	$5,000
Total	**$70,070**	**$73,324**	**$76,740**

Airport Water Reclamation Facility Fees

Premium Level Description	Year 1	Year 1	Year 3
Foxboro DCS System Included Services:	$64,550	$67,778	$71,166
Optional Services: Advantage Upgrade and Labor Modernization Fund:	$5,000	$5,000	$5,000
Total	**$69,550**	**$72,778**	**$76,166**

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

EXHIBIT C
SERVICE LEVEL REQUIREMENTS

SERVICE LEVEL REQUIREMENTS will be as outlined and purchased through Customer First Agreement (Sub-Exhibit A-1) services.

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

EXHIBIT D
SUPPORT SERVICES REQUIREMENTS

1. SUPPORT SERVICES REQUIREMENTS will be as outlined and purchased through Customer First Agreement (Sub-Exhibit A-1) services

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

EXHIBIT E
INSURANCE REQUIREMENTS

A. Minimum Scope and Limits of Insurance: Contractor must provide coverage with limits of liability as stated below.

1. Commercial General Liability – Occurrence Form
Said insurance must also include coverage for products completed operations, independent contractors, personal injury, property damage, and advertising injury.

Products – Completed Operations Aggregate	$4,000,000
Each Occurrence	$2,000,000

The policy must be endorsed to include the following additional insured language: "The City of Chandler, its agents, representatives, officers, directors, officials, employees, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by Contractor." This endorsement may not contain an exclusion or limitation of completed operations coverage as regards the additional insured except with respect to the stated aggregate limits of liability.

The policy may not exclude the explosion/collapse/underground ("xcu") hazard.

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

Policy shall contain a waiver of subrogation against the City of Chandler.

3. Tech E&O and Network Security & Privacy Liability Insurance (Cyber)
In addition to the insurance requirements set forth in the Agreement, Contractor agrees to provide the following insurance coverage and limits of coverage as part of this Agreement.

Per Loss	$5,000,000
Aggregate	$5,000,000

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this Agreement. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained for an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed. If such insurance is maintained on an occurrence form basis, Contractor shall maintain such insurance for an additional period of one (1) year following termination of Agreement. If such insurance is maintained on a claims-made basis, Contractor shall maintain such insurance for an additional

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

period of three (3) years following termination of the Agreement. If Contractor contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then Contractor shall provide proof of same. The insurance shall provide coverage for the following risks:

3.1 Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.

3.2 Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure.

3.3 Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.

3.4 Additional Requirements: The policy shall provide a waiver of subrogation.

B. **Additional Insurance Requirements**: The policies must contain, or be endorsed to contain, the following provisions: Contractor's insurance coverage must be primary insurance and non-contributory with respect to the obligations that Contractor has undertaken under this Agreement. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, volunteers, and employees, for losses arising from work performed by the Contractor under this Agreement.

C. **Notice of Cancellation**: Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must provider thirty (30) days prior written notice of cancellation to the City except for non-payment of premium for which a ten (10) day notice will be provided. Such notice is not a right or obligation within the policies; it does not alter or amend any coverage. It will not extend any policy cancellation date and it will not negate any cancellation of the policy. Failure to provide a copy of such notice to the certificate holder shall impose no obligation or liability of any kind upon the insurer or its agents or representatives. Such notice must be sent directly to the addresses listed below and must be sent by certified mail, return receipt requested:

City of Chandler
Attention: Purchasing Division
P.O. Box 4008, Mail Stop 901
Chandler, Arizona 85244-4008
Phone: (480) 782-2400
Email: purchasing@chandleraz.gov

With a copy to: Office of the City Attorney
Attention: Risk Management
175 South Arizona Avenue
P.O. Box 4008 Mail Stop 602

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

Chandler, Arizona 85244-4008
Phone: (480) 782-4640
Fax: (480) 782-4652
Email: legal.notices@chandleraz.gov

D. **Acceptability of Insurers**: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an "A.M. Best" rating of not less than A- VII. City in no way warrants that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

E. **Verification of Coverage**: Contractor must furnish City with certificates of insurance (ACORD form or equivalent approved by City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to reasonably provide evidence of renewal is a material breach of this Agreement. All certificates required by this Agreement must be sent directly to the City of Chandler Information Technology Department with a copy to Risk Management as the addresses listed in Section C. The Agreement number and description are to be noted on the certificate of insurance. At City's request, Contractor must make certified copies of all insurance policies required by this Agreement available for City's review through a representative and at Contractor's most proximate business location.

F. **Approval**: Any modification or variation from the insurance requirements in this Agreement must have prior approval from the Office of the City Attorney, whose decision will be final. Such action will not require a formal contract amendment but may be made by administrative action.

DocuSign Envelope ID: 5B736A12-D25E-455E-99DD-FF60B6527DA1

Exhibit F
Continuation Agreement

CONTINUATION OF CUSTOMER FIRST TERMS AND CONDITIONS AGREEMENT

This Continuation Agreement (the "Agreement") is entered into on (Month) (DD), (YYYY) (the "Effective Date") by City of Chandler ("Customer") and Schneider Electric Systems USA, Inc. ("Schneider Electric").

Whereas, Customer and Schneider Electric have previously entered into a Customer FIRST Support Services Agreement (or Invensys Lifetime Services Agreement) ("Agreement"); and

Whereas, the Agreement entered into between Customer and Schneider Electric has expired; and

Whereas, Customer and Schneider Electric are actively and diligently negotiating a new Customer FIRST Support Agreement between the parties; and

Whereas, Customer wishes for Schneider Electric to continue its support services until a new Customer FIRST Support Agreement is negotiated by and between Customer and Schneider Electric.

In consideration of the factual recitals and for other good and valuable consideration, the parties agree as follows:

1. This term of this Continuation Agreement shall be sixty (60) days from the Effective Date, or upon the execution of a new Customer FIRST Support Agreement, whichever occurs FIRST ("Term").
2. The terms and conditions contained within the recently expired Agreement shall continue to govern and control in regards to support services provided by Schneider Electric to the Customer during the Term including, but not limited to, all limitations of liability. Note: The Advantage Upgrade Program Discount, Customer FIRST Software Version and Revision Upgrade entitlements are no longer inclusive during this negotiation period.
3. Upon the parties reaching agreement on a new Customer FIRST Support Agreement, all costs for support services provided during the Term shall be charged to Customer based on the rates and payment terms contained within the new agreement.
4. If a new Customer FIRST Support Agreement is not reached between the parties, all services provided during the Term shall become payable on demand.

CUSTOMER		SCHNEIDER ELECTRIC
Company Name (Legal Entity): City of Chandler		Schneider Electric Systems USA, Inc.
By:		By:
Print Name: David L. Goode		Print Name: Erica Sylvester
Title: Business Systems Support Analyst		Title: Project Controls Manager
Date: 06/23/2022		Date: June 24th, 2022

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 23-019

Date: June 15, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Micah Miranda, Acting Development Services Director
From: Mikayela Liburd, Associate Planner
Subject: ANX21-0005 Annexation of approximately 3.4 acres West of the Southwest corner of Ocotillo and McQueen road
Request: Annexation Public Hearing, Approximately 3.4 acres West of the Southwest corner of Ocotillo Road and McQueen Road
Location: West of the Southwest corner of Ocotillo Road and McQueen Road
Applicant: Cheryl Lake, Pew & Lake

Background Data:

- Located West of the Southwest corner of Ocotillo and McQueen roads
- Zoned Rural-43 (RU-43) within Maricopa County
- Approximately 3.4 acres in size
- Upon annexation, initial City Zoning will be Agricultural (AG-1) district
- A Rezoning and Preliminary Development Plan application are in review and will be forthcoming to the City Council to establish a single-family detached subdivision featuring nine (9) custom homes

Surrounding Land Use Data:

North	Ocotillo Rd., then City Park	South	Single-Family lots zoned RU-43 (unincorporated Maricopa County)
East	119th St., then PAD for Commercial	West	Kerby Way, then Single-Family zoned Planned Area Development

General Plan and Area Plan Designations:

	Existing

General Plan	Neighborhoods
Area Plan	Southeast Chandler Area Plan

Utility Service:

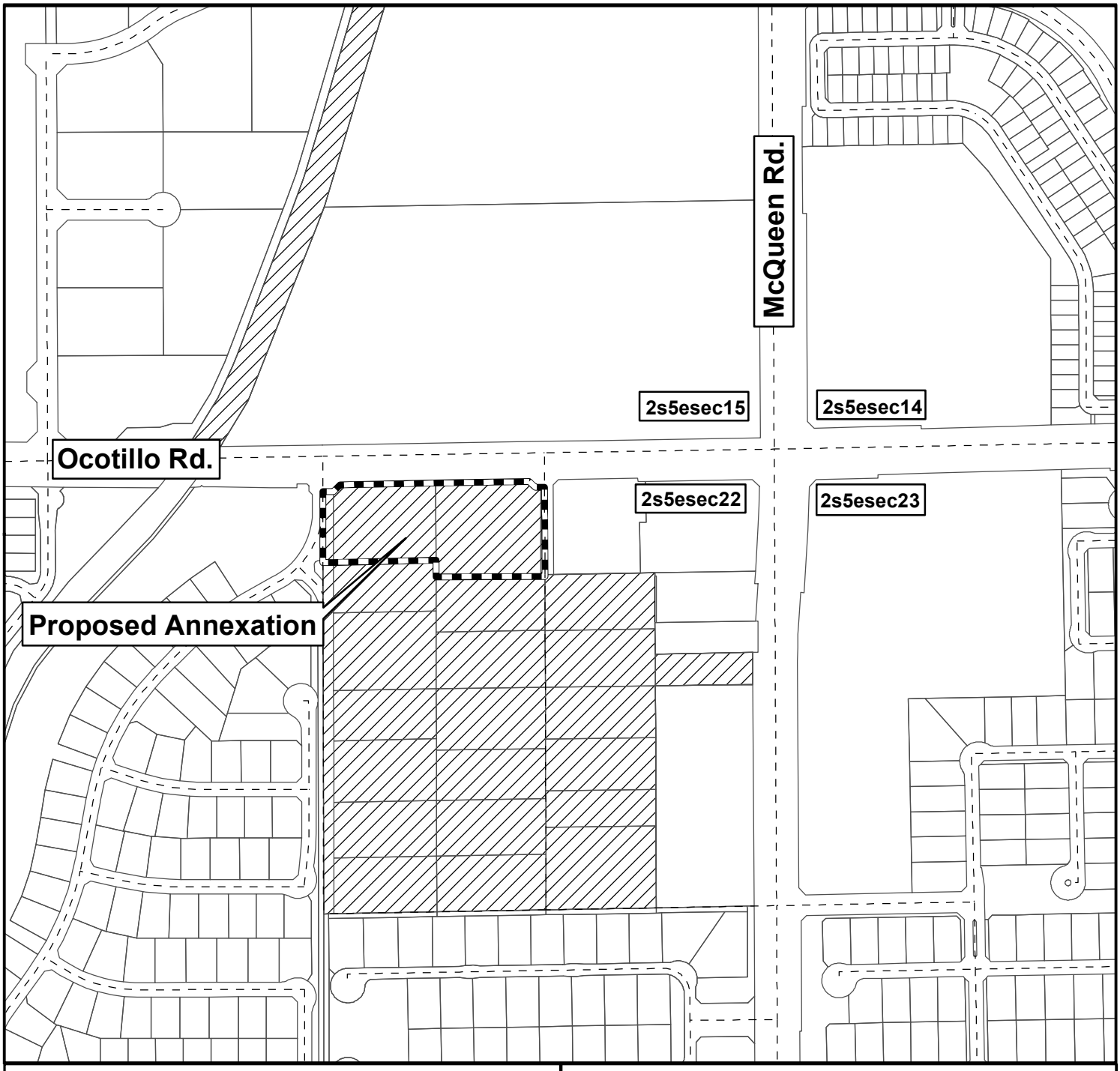
Existing municipal water service, wastewater service, and reclaimed water are available for the site.

Staff Comments

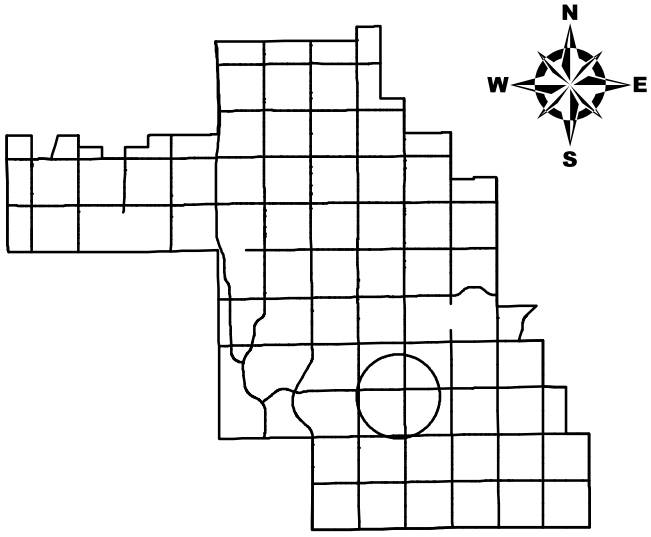
Staff circulated this request among City departments and received no negative comments relative to the property.

Attachments

Annexation Maps



Annexation Map



City of Chandler 10/20/2022

Proposed Annexation

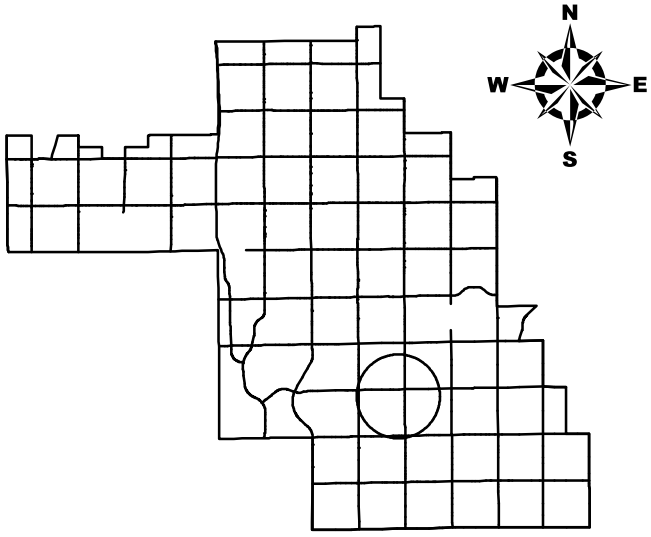
West of the Southwest Corner of McQueen Rd. & Ocotillo Rd.

Incorporated Area

Unincorporated Area

0 100 200 400 600 800 Feet

Exhibit A



City of Chandler 10/20/2022

Annexation Map

Proposed Annexation
West of the Southwest Corner of McQueen Rd. & Ocotillo Rd.

Incorporated Area

Unincorporated Area

0 100 200 400 600 800
Feet

Exhibit A

ITEM 25

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 23-064

Date: June 15, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
From: Matthew Dunbar, Budget and Policy Assistant Director
Subject: Public Hearing on Adoption of the FY 2023-24 Annual Budget and 2024-2033 Capital Improvement Program (CIP), and Setting of Property Tax Levies

Background/Discussion

On May 25, 2023, Council adopted Resolution No. 5694, which approved the FY 2023-24 Tentative Budget in the amount of $1,656,274,385 and set June 15, 2023, as the date for a public hearing to allow taxpayers to comment and provide input on the Budget, Capital Improvement Plan (CIP) and Property Tax Levies. A Notice of Public Hearing for "Adoption of the FY 2023-24 Annual Budget and 2024-2033 Capital Improvement Program, and Setting of Property Tax Levies" has been posted on the official City website since June 2, 2023, and was published in the Arizona Republic on June 7 and June 14, 2023, as required by State statute. The notice includes a summary of the Tentative Budget, with State Auditor General schedules (budget forms) attached and provides a general description of the 10-Year CIP. Council action on the Budget and CIP is scheduled immediately following this Public Hearing on the Budget, CIP and Property Tax Levies. Action on the Property Tax Levies is scheduled for tentative adoption June 26, 2023, and final adoption June 29, 2023.

Attachments

Public Hearing Presentation

Public Hearing

FY 2023-24 Proposed Budget
2024-2033 Capital Improvement Program (CIP)
2023-24 Property Tax Levy

Council Chambers
Thursday, June 15, 2023

CHANDLER
arizona

FY 2023-24 Proposed Budget

“Innovation at Work”

- Total Budget $1,656,274,385 (all funds)
- General Fund Only $610,510,158

22.5% increase overall
$800M operating (+5.9%)
$856M capital (+43.4%)

23.8% increase in General Fund
$483M operating (+16.9%)
$128M capital (+59.2%)

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

FY 2023-24 Proposed Budget Increase Drivers (all funds)

Revenues

- Increased revenues to reflect actual economic environment
- Increases are coming from continued development, inflation and strong consumer spending
- Increased State Shared revenues with updated projections

Expenditures

- Inflation increasing operations and capital budgets
- Personnel costs increasing to invest in City workforce and retain employees; market, merit, and healthcare
- Capital projects increased to address aging infrastructure, bond authorized projects, and grant funded projects
- Infrastructure projects to support Intel expansion (FY 2022-23 $148M & FY 2023-24 $30.5M)

Grants

- Includes $20M in American Rescue Plan Act (ARPA) funds included in FY 2023-24 budget as carryforward
- Continued focus on Grant opportunities and having “shovel ready” projects that may qualify

Debt

- Additional one-time payment of $73M to pay-off PSPRS unfunded liability and generate ongoing savings

Operating Budget Highlights

Reduces City property tax rate for the 8th consecutive year

No change to Transaction Privilege Tax (TPT) rates

Anticipates Water, Wastewater, and Solid Waste rate changes to continue to move toward Cost of Service recommendations

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

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

Plans towards debt reduction: $73M in one-time funding for pay-off of Public Safety Personnel Retirement System (PSPRS) liability

Maintains strong reserves (includes 15% General Fund contingency reserve and $20M budget stabilization reserve)

Potential State Legislative revenue impacts continue to be monitored

2024-2033 CIP Highlights

$1.96B- Total 10-Year CIP
$497.7M – Total FY 2023-24 CIP

- 2024-2033 CIP total is $1,963,967,457 ($299M more than the 2023-2032 CIP)
- Updated to reflect inflationary pressures
- Increased focus on aging infrastructure
- Includes $178.5M in projects for infrastructure to support Intel expansion (reimbursed from Intel and State)
- Bond authorization longevity shortened by inflation and additional projects

Public Hearing
2023-24 Property Tax Levy

Breakdown of $1 of Typical Chandler Property Tax Bill

Public Schools and Community College Districts
70 cents

Maricopa County & Special Districts
19 cents

City of Chandler
11 cents

*Based on 2022 Tax Bill information. Exact split will vary depending on the school district and any other special taxing districts on the bill.

FY 2023-24 Property Tax Levy

FY 2022-23 LPV
$3.703B

FY 2023-24 LPV
$3.900B

+5.3% increase
1.9% New Property
3.4% Appreciation

2022-23 Levy
$40,828,804

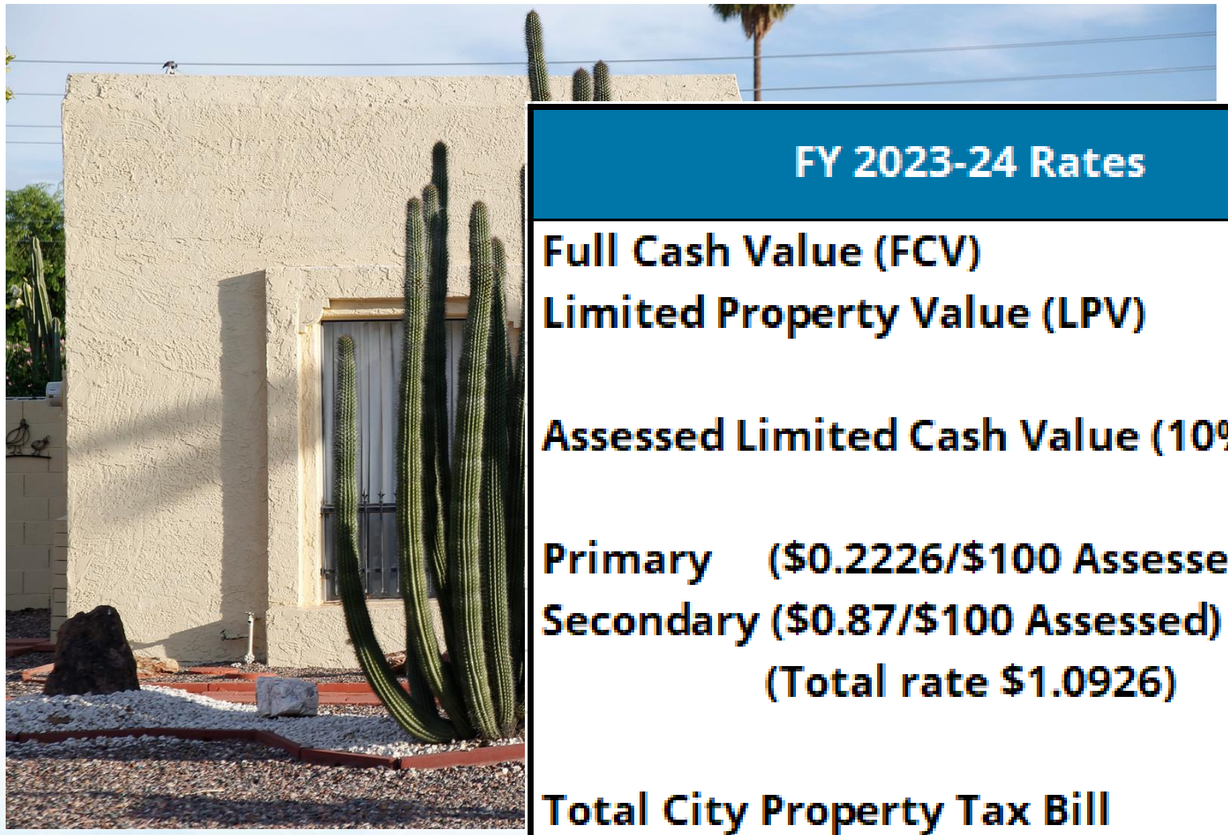
2023-24 Levy
$42,612,435

Levy Increase
$1,783,630

Tax rate reduction from $1.1026 to $1.0926
reduces impact of Limited Property Value (LPV) increase

Reduces property tax rate for the 8th consecutive year

Impact of City Tax Rate Reduction on Median Value Homeowner



FY 2023-24 Rates	2023	2024	% Increase
Full Cash Value (FCV)	$387,500	$447,500	15.48%
Limited Property Value (LPV)	$225,720	$237,006	5.00%
Assessed Limited Cash Value (10%)	$22,572	$23,701	5.00%
Primary ($0.2226/$100 Assessed)	$52.50	$52.76	0.49%
Secondary ($0.87/$100 Assessed)	$196.38	$206.20	5.00%
(Total rate $1.0926)			
Total City Property Tax Bill	$248.88	$258.95	4.05%
Annual Increase		$10.07 $0.84/month	

Key Budget Dates

Budget Event		Date
Council Budget Kickoff		**Completed Oct.**
Citizen Budget Survey		**Completed Dec.**
Council Workshop #1		**Completed Feb.**
Council Workshop #2		**Completed Mar.**
All Day Budget Briefing		**Completed Apr.**
Council Meetings and Statutory Requirements	Tentative Budget/CIP Adoption	**Completed May**
	Budget Public Hearing and Final Adoption	**Tonight**
	Adoption of Tax Levies	**06/29/2023**

Questions?

For your consideration:
Res. #5708 Adopts the FY 2023-24 Annual Budget, sets the amounts proposed to be raised by direct property taxation, and adopts the 2024-2033 Capital Improvement Program (CIP)

Tentative and final adoption of the Ordinance No. 5059, setting Property Tax Levies will be June 26 and 29, 2023

For more information visit chandleraz.gov/budget
or call the Budget Office at (480) 782-2254

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 23-034

Date: June 15, 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

June 15, 2023

Special Event Liquor and Extensions of Liquor Premises Approvals

Special Event Liquor Licenses

Organization Name: Future Forward Foundation Inc., DBA Future Forward Foundation
Applicant: Lina Austin
Event Details: Fundraiser Concert, Saturday, June 17, 2023 from 8:00 p.m. until 1:00 a.m.
Location: Saigon Adult Day Care, 2051 N. Arizona Avenue

Temporary Extensions of Liquor License Premises
N/A

Permanent Extensions of Liquor License Premises
N/A

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. CC 23-020

Date: June 15, 2023
To: Mayor and Council
From: Development Services Department
Subject: Study Session & Regular Minutes of April 5, 2023, Planning and Zoning Commission

---

Attachments

April 5, 2023 Study Session Minutes
April 5, 2023 Regular Meeting Minutes

Meeting Minutes
Planning and Zoning Commission
Study Session

April 5, 2023 | 5:15 p.m.
Chandler City Council Chambers
88 E. Chicago St., Chandler, AZ

CHANDLER arizona
Community of Innovation

Call to Order

The meeting was called to order by Chairman Heumann at 5:15 p.m.

Roll Call

Commission Attendance

Chairman Rick Heumann
Vice Chairman David Rose
Commissioner Erik Morgan
Commissioner Michael Quinn
Commissioner Jeff Velasquez
Commissioner Kyle Barichello

Absent

Commissioner Sherri Koshiol

Staff Attendance

Kevin Mayo, Planning Administrator
David de la Torre, Planning Manager
Ben Cereceres, City Planner
Mika Liburd, Associate City Planner
Darsy Omer, Associate City Planner
Tulili Tuitelelapaga-Howard, Planning Intern
Thomas Allen, Assistant City Attorney
Julie San Miguel, Clerk

Scheduled/Unscheduled Public Appearances

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

Consent Agenda and Discussion

1. March 1, 2023, Planning and Zoning Commission Meeting Minutes

Move Planning and Zoning Commission approve Planning and Zoning Commission meeting minutes of the Study Session of March 1, 2023, and Regular Meeting of March 1, 2023.

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

2. PLH22-0045 Rezamp LLC Office #1

DAVID DE LA TORRE, PLANNING MANAGER introduced Associate Planner, Mikayela Liburd, to the commission. He stated she has been with the City of Chandler for over a year but has not yet presented to Planning and Zoning Commission. He further stated prior to working for the City of Chandler, she worked in private sector in Florida.

MIKA LIBURD, ASSOCIATE PLANNER presented details regarding the request for Use Permit approval to allow for a professional office within an existing building located at 500 W. Chandler Blvd

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

3. PLH23-0003 Ponderosa - Dispensary

KEVIN MAYO, PLANNING ADMINISTRATOR presented details regarding the request for Use Permit approval 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.

COMMISSIONER MORGAN asked if the proposal is strictly for medical marijuana or is this medical and recreational.

KEVIN MAYO, PLANNING ADMINISTRATOR replied, the Arizona State Statutes changed years back and it allows a dual licensee, so Chandler elected to not allow recreation standalone and only allow recreation as part of a dual license. He explained, the City can only regulate the medical marijuana side of it, but by Statute and City Code, it is possible to obtain a dual license for recreation and medical uses.

COMMISSIONER MORGAN pointed out the Chucky Cheese around the corner from the facility and explained he does not feel the sale of medical marijuana so close to a children's restaurant and play place is the best image. He asked if it is known if Chucky Cheese is going to remain in the area.

KEVIN MAYO, PLANNING ADMINISTRATOR stated he has not heard anything from the State or regarding Chucky Cheese. He explained the State Statutes set forth the governance of medical marijuana. He further explained, there is not an issue through the State's eyes and there is a location in west Chandler near something similar and the State was okay with it. He further stated, it did not make it into our protected land uses, so through our zoning code and through State it is okay.

CHAIRMAN HEUMANN stated the way the Ordinance is written they must be so many feet away from schools and certain things like that, a restaurant is not included in the list.

KEVIN MAYO, PLANNING ADMINISTRATOR stated there is protected land uses for residential schools, daycares, and things like that. He further stated that is correct, a restaurant and even a recreation facility is not on the list.

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

Calendar

The next Study Session will be held before the Regular Meeting on Wednesday, April 19, 2023, in the Chandler City Council Chambers, 88 E. Chicago Street.

Adjourn

The meeting was adjourned at 5:24 p.m.

Kevin Mayo, Secretary

Rick Heumann, Chairman

Meeting Minutes
Planning and Zoning Commission
Regular Meeting

April 5, 2023 | 5:30 p.m.
Chandler City Council Chambers
88 E. Chicago St., Chandler, AZ

CHANDLER arizona
Community of Innovation

Call to Order

The meeting was called to order by Chairman Heumann at 5:30 p.m.

Roll Call

Commission Attendance

Chairman Rick Heumann
Vice Chairman David Rose
Commissioner Erik Morgan
Commissioner Michael Quinn
Commissioner Jeff Velasquez
Commissioner Kyle Barichello

Absent

Commissioner Sherri Koshiol

Staff Attendance

Kevin Mayo, Planning Administrator
David de la Torre, Planning Manager
Ben Cereceres, City Planner
Mika Liburd, Associate City Planner
Darsy Omer, Associate City Planner
Tulili Tuitelelapaga-Howard, Planning Intern
Thomas Allen, Assistant City Attorney
Julie San Miguel, Clerk

Pledge of Allegiance

The Pledge of Allegiance was led by Commissioner Velasquez.

Scheduled and Unscheduled Public Appearances

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

Consent Agenda and Discussion

1. March 1, 2023, Planning and Zoning Commission Meeting Minutes

Move Planning and Zoning Commission approve Planning and Zoning Commission meeting minutes of the Study Session of March 1, 2023, and Regular Meeting of March 1, 2023.

2. PLH22-0045 Rezamp LLC Office #1

Request for Use Permit approval to allow for a professional office within an existing building located at 500 W. Chandler Blvd.

Proposed Motion:
Move Planning and Zoning Commission recommend approval of Use Permit PLH22-0045 Rezamp LLC Office #1 for the operation of professional office, subject to the conditions as recommended by Planning staff.

Recommended Conditions of Approval
Planning staff recommends Planning and Zoning Commission move to recommend approval of the Use Permit, subject to the following conditions:

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

2. Use Permit approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Use Permit shall apply.

3. The site shall be maintained in a clean and orderly manner.

4. There shall be no more than seven (7) employees

5. The Use Permit shall be extended for a period of five (5) years from the date of City Council approval. Continuation of the Use Permit beyond the expiration date shall require re-application to and approval by the City of Chandler.

3. PLH23-0003 Ponderosa - Dispensary

Request for Use Permit approval 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.

Proposed Motion:
Move Planning and Zoning Commission recommend approval of 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 as recommended by Planning staff.

Recommended Conditions of Approval
Planning staff recommends Planning and Zoning Commission move to recommend approval of the Use Permit, subject to the following conditions:

1. Use Permit approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Use Permit shall apply.

2. The site shall be maintained in a clean and orderly manner.

3. Drive through and/or take out windows are prohibited.

4. Consumption of Medical Marijuana on the premises is prohibited.

5. Hours of operation are limited to not earlier than 7:00 a.m. and not later than 10:00 p.m.

6. The ancillary medical marijuana facility shall not be larger than two thousand five hundred (2,500) gross square feet or twenty-five percent (25%) of the gross building square-footage, whichever is less.

7. The Use Permit shall remain in effect for one (1) year from the date of City Council approval. Continuation of the Use Permit beyond the expiration date shall require re-application to and approval by the City of Chandler.

Consent Agenda Motion and Vote

COMMISSIONER VELASQUEZ moved to approve the Consent Agenda of the April 5, 2023, Regular Planning and Zoning Commission; Seconded by COMMISSIONER QUINN

Motion carried (5,0) for Item 1, Commissioner Morgan abstained; Motion carried (5.0) for Item 2, Vice Chair Rose abstained; and Motion carried (5,1) for Item 3, Commissioner Morgan dissenting.

Member Comments/Announcements

None.

Calendar

The next regular meeting will be held on Wednesday, April 19, 2023, in the Chandler City Council Chambers, 88 E. Chicago Street.

Adjourn

The meeting was adjourned at 5:32 p.m.

Kevin Mayo, Secretary

Rick Heumann, Chairman

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. CC23-021

Date: June 15, 2023
To: Mayor and Council
From: Development Services Department
Subject: Study Session & Regular Minutes of April 19, 2023, Planning and Zoning Commission

---

Attachments

April 19, 2023 Study Session Minutes
April 19, 2023 Regular Meeting Minutes

Meeting Minutes
Planning and Zoning Commission
Study Session

April 19, 2023 | 5:00 p.m.
Chandler City Council Chambers
88 E. Chicago St., Chandler, AZ

CHANDLER arizona
Community of Innovation

Call to Order

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

Roll Call

Commission Attendance

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

Staff Attendance

Derek Horn, Director of Development Services
Kevin Mayo, Planning Administrator
David de la Torre, Planning Manager
Harley Mehlhorn, City Planner
Mika Liburd, Associate Planner
Tulili Tuitelelapaga-Howard, Junior Planner
Thomas Allen, Assistant City Attorney
Julie San Miguel, Clerk

Scheduled/Unscheduled Public Appearances

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

Consent Agenda and Discussion

1. April 5, 2023, Planning and Zoning Commission Meeting Minutes

Move Planning and Zoning Commission approve Planning and Zoning Commission meeting minutes of the Study Session of April 5, 2023, and Regular Meeting of April 5, 2023.

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

2. PLH23-0010 Historic Preservation Code Amendments

City of Chandler initiative amending Article XXXIV Historic Preservation, of Chapter 35, of the city code by making clerical changes, adjusting the threshold for buy-in for Historic Preservation Districts, and adopting design guidelines for historic districts.

HARLEY MEHLHORN, CITY PLANNER presented details regarding Historic Preservation Code Amendments of PLH23-0010, Ordinance 5051, as recommended by the Development Services Department.

DEREK HORN, DIRECTOR OF DEVELOPMENT SERVICES presented details regarding General Design Guidelines for Designated Historic Preservation Districts and Landmarks of PLH23-0010, Resolution 5680, as recommended by the Development Services Department.

COMMISSIONER BARICHELLO asked what kind of feedback staff received from people in the downtown area who are already participating in preservation districts.

DEREK HORN, DIRECTOR OF DEVELOPMENT SERVICES stated there were some suggestions made on incorporating some items into the design guidelines about window treatments and discussions of methods of not just in restoration, but also ways of protecting windows. He further stated, there were some inconsistencies that were pointed out and fixed and one suggestion to make the ordinance applicable to 100% of the properties in a district and to let them opt out rather than opt in. He explained that extensive discussions were held after the suggestion was viewed by our law department and staff came to two conclusions; one was that the spirit of proposition 207 is to not impose zoning on those who don't want zoning imposed on them; the other conclusion is that it could regenerate opposition to an initiation for historic preservation district. He stated staff decided not to incorporate that suggestion.

CHAIRMAN HUEMANN presented statements regarding the palm trees along the Good Year Canal and confirmed there were no questions or comments from the Commission regarding this item.

3. PLH23-0013 Civitan Foundation, Inc.

TULILI TUITELELAPAGA-HOWARD, JUNIOR PLANNER presented details regarding Use Permit approval for an adult day center. The proposed business is located at 1700 W Warner Road, generally located ¼ mile east of the northeast corner of Warner and Dobson Road.

DAVID DE LA TORRE, PLANNING MANAGER introduced Junior Planner, Tulili Tuitelelapaga-Howard, to the Planning and Zoning Commission and stated Tulili is an awesome addition to the Planning Division and had been with working for the City for several months.

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

4. Cancellation of the May 3, 2023, Planning and Zoning Commission Hearing

Move Planning and Zoning Commission cancel May 3, 2023, Planning and Zoning Commission Hearings.

Member Comments/Announcements

Calendar

The next Study Session will be held before the Regular Meeting on Wednesday, May 17, 2023, in the Chandler City Council Chambers, 88 E. Chicago Street.

Adjourn

The meeting was adjourned at 5:17 p.m.

Kevin Mayo, Secretary

Rick Heumann, Chairman

Meeting Minutes
Planning and Zoning Commission
Regular Meeting

April 19, 2023| 5:30 p.m.
Chandler City Council Chambers
88 E. Chicago St., Chandler, AZ

CHANDLER arizona
Community of Innovation

Call to Order

The meeting was called to order by Chairman Heumann at 5:30 p.m.

Roll Call

Commission Attendance

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

Staff Attendance

Derek Horn, Director of Development Services
Kevin Mayo, Planning Administrator
David de la Torre, Planning Manager
Harley Mehlhorn, City Planner
Mika Liburd, Associate Planner
Tulili Tuitelelapaga-Howard, Junior Planner
Thomas Allen, Assistant City Attorney
Julie San Miguel, Clerk

Pledge of Allegiance

The Pledge of Allegiance was led by Vice Chairman Rose.

Scheduled and Unscheduled Public Appearances

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

Consent Agenda and Discussion

1. April 5, 2023, Planning and Zoning Commission Meeting Minutes

Move Planning and Zoning Commission approve Planning and Zoning Commission meeting minutes of the Study Session of April 5, 2023, and Regular Meeting of April 5, 2023.

2. PLH23-0010 Historic Preservation Code Amendments

City of Chandler initiative amending Article XXXIV Historic Preservation, of Chapter 35, of the city code by making clerical changes, adjusting the threshold for buy-in for Historic Preservation Districts, and adopting design guidelines for historic districts.

Code Amendments:
Move Planning and Zoning Commission recommend City Council approve PLH23-0010, Ordinance 5051, Historic Preservation Code Amendments, as recommended by the Historic Preservation Commission and the Development Services staff.

General Design Guidelines:
Move Planning and Zoning Commission recommend City Council approve PLH23-0010, adopting General Design Guidelines for Designated Historic Preservation Districts and Landmarks, Resolution 5680, as recommended by the Historic Preservation Commission and the Development Services staff

3. PLH23-0013 Civitan Foundation, Inc.

Request Use Permit approval for an adult day center. The proposed business is located at 1700 W Warner Road, generally located ¼ mile east of the northeast corner of Warner and Dobson Road.

Move Planning and Zoning Commission recommend approval of Use Permit PLH23-0013 Civitan Foundation, Inc., subject to the conditions as recommended by Planning staff.

Planning staff recommends Planning and Zoning Commission move to recommend approval of 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.

4. Cancellation of the May 3, 2023, Planning and Zoning Commission Hearing

Move Planning and Zoning Commission cancel May 3, 2023, Planning and Zoning Commission Hearings.

Consent Agenda Motion and Vote

VICE CHARIMAN ROSE moved to approve the Consent Agenda of the April 19, 2023, Regular Planning and Zoning Commission Meeting, Seconded by COMMISSIONER MORGAN.

Motion carried unanimously (7-0).

Member Comments/Announcements

COMMISSIONER KOSHIOL announced that this would be the last meeting for Vice Chairman Rose and thanked him for his service to the Planning and Zoning Commission.

CHAIRMAN HEUMANN thanked Vice Chairman Rose for his service to the City of Chandler.

Calendar

The next Regular Meeting will be held on Wednesday, May 17, 2023, in the Chandler City Council Chambers, 88 E. Chicago Street.

Adjourn

The meeting was adjourned at 5:33 p.m.

Kevin Mayo, Secretary

Rick Heumann, Chairman