

City Council Study Session

Monday, November 6, 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 STUDY SESSION open to the public on Monday, November 6, 2023, immediately following the Regular Meeting which follows the Public Housing Authority Commission meeting which begins at 6:00 p.m., in the Chandler City Council Chambers, 88 E. Chicago Street, Chandler, Arizona. One or more members of the Chandler City Council may attend this meeting by telephone.

Persons with disabilities may request a reasonable modification or communication aids and services by contacting the City Clerk’s office at 480-782-2181 (711 via AZRS). Please make requests in advance as it affords the City time to accommodate the request.
Agendas are available in the Office of the City Clerk, 175 S. Arizona Avenue.



Study Session Agenda

City Council Strategic Framework Focus Areas: Legend

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

Call to Order

Roll Call

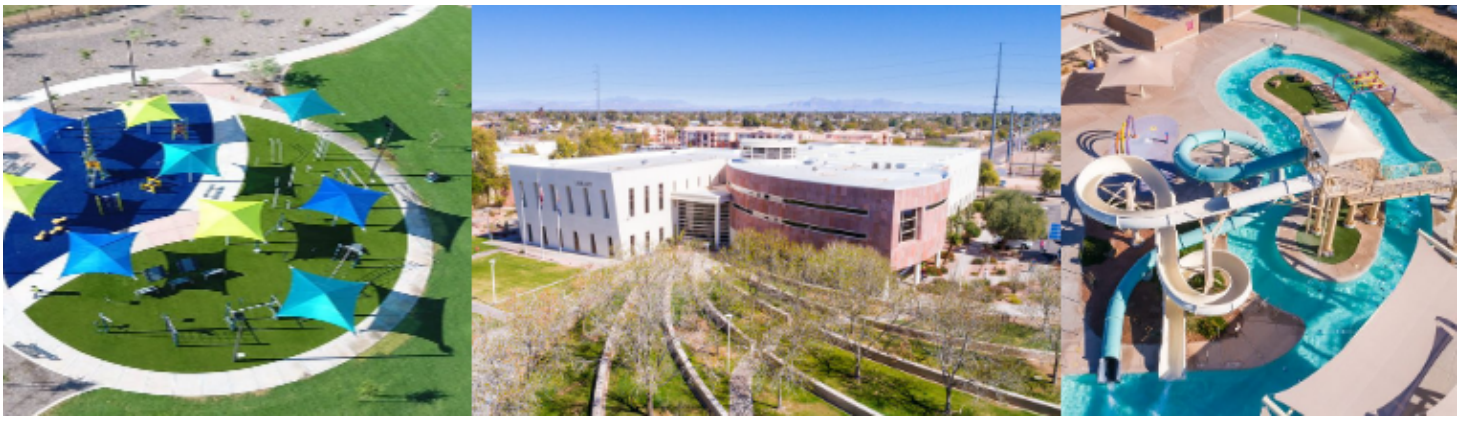
Consent Agenda

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



City Clerk

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



Community Services

2. **Purchase of Library Bookmobile/Techmobile**

   Move City Council approve the purchase of a Library Bookmobile/Techmobile, from Farber Specialty Vehicles, utilizing Omnia Contract No. 128867, in the amount of $634,519.

   Council Focus Area(s):

3. **Agreement No. CS3-918-4620, Tree Inventory and Urban Forest Management Plan**

   Move City Council approve Agreement No. CS3-918-4620, with ArborPro, Inc., for the tree inventory and urban forest management plan, in an amount not to exceed $145,000.

   Council Focus Area(s):

4. **Agreement No. C20-910-4120, Amendment No. 4, with UBM Enterprise, Inc., for Park Restroom Cleaning Services**

   Move City Council approve Agreement No. CS0-910-4120, Amendment No. 4 with UBM Enterprise, Inc., for park restroom cleaning services, in an amount not to exceed $178,225, for the period of one year, December 1, 2023, through November 30, 2024.

   Council Focus Area(s):

5. **Agreement No. 4561, with Active Network, LLC, for Recreation Registration System**

   Move City Council approve Agreement No. 4561, with Active Network, LLC, for the recreation registration system for the period of three years, in an amount not to exceed $175,000 in year one, beginning November 1, 2023, through October 31, 2026

   Council Focus Area(s):



Cultural Development

6. **2024-2029 Ostrich Festival License Agreement among the City of Chandler, the Chandler Chamber of Commerce, and Steve LeVine Entertainment, LLC**

   Move City Council approve the 2024-2029 Amended and Restated Ostrich Festival License Agreement for Chandler Ostrich Festival among the City of Chandler, the Chandler Chamber of Commerce, and Steve LeVine Entertainment, LLC.

   Council Focus Area(s):

7. **Purchase of Tree Grates and Landscape Fencing**

   Move City Council approve the purchase of tree grates and landscape fencing to be located along Arizona Avenue, from Iron Age Designs, in the amount of $205,539.

   Council Focus Area(s):



Development Services

8. **Ordinance No. 5072 Rezoning, PLH23-0035 Galveston Commercial, 4100 W. Galveston St., Generally Located 1/2 Mile North of the Northwest Corner of McClintock Drive and Chandler Boulevard**

Move City Council introduce and tentatively adopt Ordinance No. 5072 approving Rezoning PLH23-0035 Galveston Commercial, amending existing PAD zoning to allow medical office uses, subject to the conditions as recommended by Planning and Zoning Commission.

Council Focus Area(s): 

9. **Resolution No. 5750, Authorizing a License Agreement between Ubiquity Arizona, LLC, and the City of Chandler**

Move City Council pass and adopt Resolution No. 5750, authorizing the Mayor to execute the license agreement between Ubiquity Arizona, LLC, and the City of Chandler for the use of facilities in the City's rights-of-way and public places to establish Class 4 and Class 5 Communications Systems, and authorizing the City Manager or designee to execute other documents as needed to give effect to the agreement.

Council Focus Area(s): 

10. **Resolution No. 5611 Approving a Development Agreement with Keystone at Hazelwood, LLC, Relating to Real Property Located at the Southeast Corner of Chandler Heights Road and 124th Street**

Move City Council pass and adopt Resolution No. 5611 Approving a Development Agreement with Keystone at Hazelwood, LLC, Relating to Real Property Located at the Southeast Corner of Chandler Heights Road and 124th Street

Council Focus Area(s): 

11. **Job Order Project Agreement No. DS2201.401 with Caliente Construction, Inc., Pursuant to Job Order Master Agreement No. JOC1904.401, for the Outside Plant Fiber Telecommunications Remote Buildings – Veterans Oasis**

Move City Council award Job Order Project Agreement No. DS2201.401 to Caliente Construction, Inc., Pursuant to Job Order Master Agreement No. JOC1904.401, for the Outside Plant Fiber Telecommunications Remote Buildings – Veterans Oasis, in an amount not to exceed $936,605.

Council Focus Area(s): 

12. **Job Order Project Agreement No. DS2201.402 with Caliente Construction, Inc., Pursuant to Job Order Master Agreement No. JOC1904.401, for the Outside Plant Fiber Telecommunications Remote Buildings – Public Safety**

Move City Council award Job Order Project Agreement No. DS2201.402 to Caliente Construction, Inc., Pursuant to Job Order Master Agreement No. JOC1904.401, for the Outside Plant Fiber Telecommunications Remote Buildings – Public Safety, in an amount not to exceed $794,886.20.

Council Focus Area(s):

13. **Use Permit, PLH23-0043 Pizza Hut, for a Series 7 Beer and Wine Bar License, located at 1000 N. Arizona Avenue, at the northwest corner of Arizona Avenue and Ray Road**

Move City Council approve Use Permit, PLH23-0043 Pizza Hut, subject to the conditions recommended by Planning and Zoning Commission.

Council Focus Area(s):

14. **Use Permit, PLH23-0030 Vega Duplex, 200 South Dakota Street, generally located ¼ mile south and west of Chandler Boulevard and Arizona Avenue**

Move City Council approve Use Permit, Vega Duplex PLH23-0030, to allow a new two-family dwelling on a property currently zoned MF-2 multiple-family residential, subject to the conditions recommended by Planning and Zoning Commission.

Council Focus Area(s):



Economic Development

15. **Resolution No. 5743 Approving the First Amended Chandler Infill Incentive Plan and the First Amended Chandler Infill Incentive District**

Move City Council approve Resolution No. 5743 approving the First Amended Chandler Infill Incentive Plan and the First Amended Chandler Infill Incentive District.

Council Focus Area(s):



Facilities and Fleet

16. **Purchase of HVAC Equipment, Installation, and Services from TD Industries; Johnson Controls, Inc.; Daikin Applied Americas, Inc.; and Trane U.S., Inc.**

Move City Council approve the purchase of Heat, Ventilation, and Cooling (HVAC) equipment, installation, and services, utilizing the Omnia Partners Contract No. R200403, with TDI Industries, Inc.; Contract No. R200402, with Johnson Controls, Inc.; Contract No. R200401, with Daikin Applied Americas, Inc.; and Contract No. 15-JLP-023, with Trane U.S., Inc., in a combined amount not to exceed $985,000.

Council Focus Area(s):

17. **Purchase of Doors, Locking Systems, Door Hardware and Operable Walls from C&I Show Hardware**

Move City Council approve the purchase of doors, locking systems, door hardware and operable walls from C&I Show Hardware, utilizing State of Arizona Contract No. CTR047674, in an amount not to exceed $200,000.

Council Focus Area(s):

18. **Purchase of Exhaust System Cleaning and Maintenance Services**

Move City Council approve the purchase of exhaust system cleaning and maintenance services, from KM Facility Services, utilizing City of Phoenix Contract No. CON156401-001, in an amount not to exceed $250,000.

Council Focus Area(s):

19. **Purchase of Energy Management Control System Services**

Move City Council approve the purchase of energy management control system services, from Mesa Energy Systems, Inc., utilizing the State of Arizona Contract No. CTR062668, in an amount not to exceed $250,000.

Council Focus Area(s):

20. **Purchase of Painting and Related Services**

Move City Council approve the purchase of painting and related services, from Ghaster Painting & Coatings, Inc., utilizing the 1GPA Contract No. 23-11PV-04, in an amount not to exceed $395,000.

Council Focus Area(s):

21. **Agreement No. FF2-926-4522, Amendment No. 1, for City Facilities Disaster Recovery and Remediation Services**

Move City Council approve Agreement No. FF2-926-4522, Amendment No. 1, with EHS Restoration, LLC, East Valley Disaster Services, Inc., Phoenix Environmental Group, LLC, and Titan Restoration of AZ, LLC, for city facilities disaster recovery and remediation services, in an amount not to exceed $250,000, for the period of one year, beginning December 15, 2023, through December 14, 2024.

Council Focus Area(s):



Fire Department

22. **Resolution No. 5742 Adopting an Educational Services Agreement with Maricopa County Community College District**

Move City Council pass and adopt Resolution No. 5742, authorizing the Chandler Fire Department (CFD) to enter into an Educational Services Agreement with Maricopa County Community College District (MCCCD) to offer college credit to CFD Paramedic students for college courses, and authorizing the City Manager, or designee, to perform all necessary provisions of the agreement.

Council Focus Area(s):

23. **Resolution No. 5741 Authorizing a Grant Agreement with the Governor's Office of Highway Safety to Continue the Child Safety Seat Clinic Program**

Move City Council pass and adopt Resolution No. 5741 approving a Grant Agreement with the Governor's Office of Highway Safety for the Federal Fiscal Year (FFY) 2024 award in the area of Occupant Protection, to continue the Child Safety Seat Clinic Program, in the amount of $37,089.

Council Focus Area(s):



Information Technology

24. **Enterprise License Agreement with Environmental Systems Research, Inc. (ESRI)**

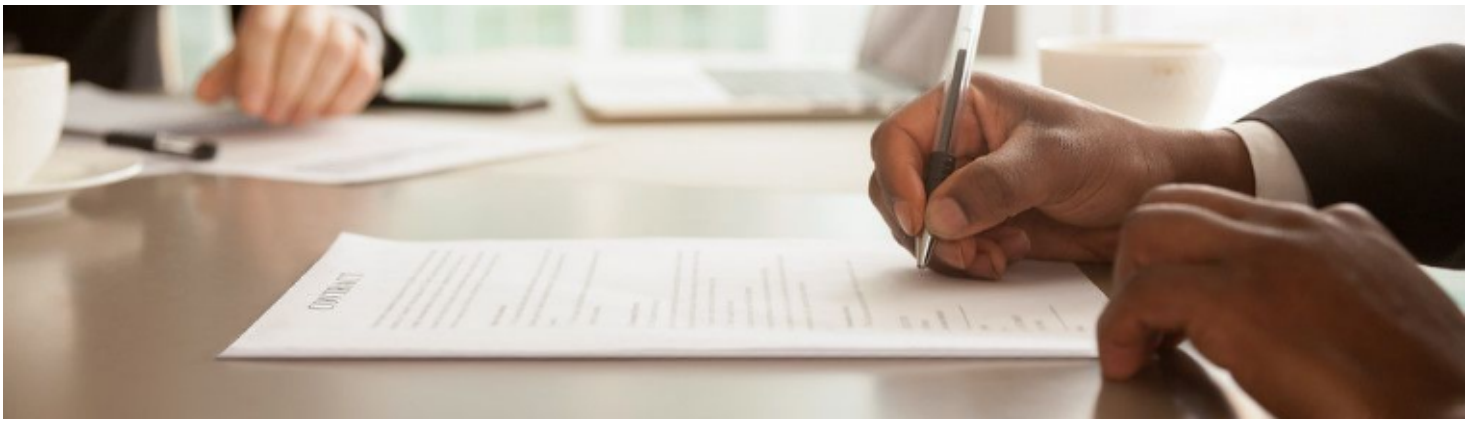
Move City Council approve Agreement No. 4695, with Environmental Systems Research, Inc. (ESRI), for an enterprise license for Geographic Information System (GIS) software, in the amount of $591,159.36 for a three-year period, beginning March 12, 2024, through March 11, 2027.

Council Focus Area(s):

25. **Purchase of Oracle Annual Support and Maintenance Services**

Move City Council approve the purchase of Oracle annual support and maintenance services, from Mythics, Inc., utilizing the Omnia Partners Contract No. R190801, in the amount of $123,038, for the period of one year, January 31, 2024, through January 30, 2025.

Council Focus Area(s):



Management Services

26. **New License Series 6, Bar Liquor License Application for Keith Brian Turner, Agent, Tee Willy Enterprises, LLC, DBA Stinger's Golf Club**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 259046, a Series 6, Bar Liquor License, for Keith Brian Turner, Agent, Tee Willy Enterprises, LLC, DBA Stinger's Golf Club, located at 900 E. Pecos Road, Suite 1, and approval of the City of Chandler, Series 6, Bar Liquor License No. 305986.

Council Focus Area(s):

27. **New License Series 12, Restaurant Liquor License Application for Mai Thi Nguyen, Agent, Pho Mai AZ, LLC, DBA Pho Mai**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 258586, a Series 12, Restaurant Liquor License, for Mai Thi Nguyen, Agent, Pho Mai AZ, LLC, DBA Pho Mai, located at 393 W. Warner Road, Suite 103, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 202727.

Council Focus Area(s):



Neighborhood Resources

28. **Resolution No. 5747 Approving Amendment No. 5 to the Intergovernmental Agreement Between Maricopa County Administered by its Human Services Department and City of Chandler to Accept Federal HOME Investment Partnerships Program Funds in the Amount of $442,726; Reallocate 2019 HOME Investment Partnerships Program Funds in the Amount of $141,585, and Extend the Expenditure Term to September 30, 2025**

Move City Council pass and adopt Resolution No. 5747, Approving Amendment No. 5 to the Intergovernmental Agreement Between Maricopa County Administered by its Human Services Department and City of Chandler to Accept Federal HOME Investment Partnerships Program Funds in the Amount of $442,726; Reallocate 2019 HOME Investment Partnerships Program Funds in the Amount of $141,585, and Extend the Expenditure Term to September 30, 2025; Authorizing the Adjustment of the Performance Timeline to the HOME Investment Partnerships American Rescue Plan Program Funds; 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.

Council Focus Area(s):

29. **Resolution No. 5752, Intergovernmental Agreement Between Maricopa County and the City of Chandler to Accept American Rescue Program Funds for Affordable Housing Projects**

Move City Council pass and adopt Resolution No. 5752 Approving the Intergovernmental Agreement Between Maricopa County, Administered by its Human Services Department, and the City of Chandler to Accept American Rescue Program Funds in the amount of $10,000,000, 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 Affordable Housing Projects.

Council Focus Area(s):



Police Department

30. **Introduction and Tentative Adoption of Ordinance No. 4992 Amending Chapter 14 of the City Code to Expand the Definition of Animal Cruelty and Allow Seizure of Animals When There is Evidence of Abuse**

Move City Council introduce and tentatively adopt Ordinance No. 4992 amending Chapter 14 of the City Code to more specifically define animal cruelty; to include a new offense for animal hoarding; to strengthen the City's unlawful restraint law; to allow peace officers to seize animals for cruelty, hoarding, or unlawful restraint; to provide for the disposition of displaced animals; and to authorize post seizure hearings to determine the lawfulness of any seizure and forfeiture of any animal subjected to cruelty, hoarding, or unlawful restraint.

Council Focus Area(s):

31. **Purchase of DUI Command Center**

Move City Council approve the purchase of a DUI Command Center (DUICC), from LDV, Inc., utilizing HGAC Contract No. AM10-23, in the amount of $668,203.

Council Focus Area(s):



Public Works and Utilities

32. **Resolution No. 5753, Approving Amendment No. 2 to the New River and Agua Fria Underground Storage Project Intergovernmental Agreement**

Move City Council pass and adopt Resolution No. 5753, approving Amendment No. 2 to the New River and Agua Fria Underground Storage Project Intergovernmental Agreement; and authorizing the Mayor to sign the agreement and all related documents on behalf of the city.

Council Focus Area(s): 

33. **Resolution No. 5754, Groundwater Savings Facility Storage Agreement with New Magma Irrigation and Drainage District**

Move City Council pass and adopt Resolution No. 5754, approving a Groundwater Savings Facility Agreement between New Magma Irrigation and Drainage District and the City of Chandler

Council Focus Area(s): 

34. **Agreement No. PW0-745-4121, Amendment No. 4, with Choice Maintenance & Asphalt Services, LLC, for Asphalt Rubber Crack Seal Services**

Move City Council approve Agreement No. PW0-745-4121, Amendment No. 4, with Choice Maintenance & Asphalt Services, LLC, for asphalt rubber crack seal services, in an amount not to exceed $515,860, for a one-year term, January 1, 2024, through December 31, 2024.

Council Focus Area(s): 

35. **Purchase of Asphalt Crack Sealant**

Move City Council approve the purchase of asphalt crack sealant, from Superior Supply, Inc., utilizing the Arizona Department of Transportation (ADOT) Contract No. CTR066733, in an amount not to exceed $275,000.

Council Focus Area(s): 

36. **Purchase of Water Meter Repair and Replacement Services**

Move City Council approve the purchase of water meter repair and replacement services, from Metering Services, Inc., utilizing City of Tempe Contract No. WUD21-015-01, in an amount not to exceed $400,000.

Council Focus Area(s): 

37. **Purchase of Street Sweeper**

Move City Council approve the purchase of a street sweeper, from Nescon, LLC, utilizing Maricopa County Contract No. 190170-S, in the amount of $348,826.55.

Council Focus Area(s): 

38. **Purchase of Traffic Bucket Truck**

Move City Council approve the purchase of a Versalift bucket truck, from Utility Crane & Equipment, Inc., utilizing Sourcewell Contract No. 110421-TIM, in the amount of $237,285.

Council Focus Area(s): 

Informational

39. **Contracts and Agreements Administratively Approved, Month of October 2023**

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

Adjourn

ITEM 1

CHANDLER arizona
Community of Innovation

City Council Memorandum **City Clerk's Office** **Memo No.**

Date:	November 06, 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.

Domestic Violence Commission

Appoint Lisa Gasiorowski

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Community of Innovation

City Council Memorandum Community Services Memo No. CS24-006

Date:	November 06, 2023
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Dawn Lang, Deputy City Manager - CFO John Sefton, Community Services Director
From:	Rachelle Kuzyk, Library Manager
Subject:	Purchase of Library Bookmobile/Techmobile

Proposed Motion:

Move City Council approve the purchase of a Library Bookmobile/Techmobile, from Farber Specialty Vehicles, utilizing Omnia Contract No. 128867, in the amount of $634,519.

Background/Discussion:

A bookmobile/techmobile will allow Chandler Public Library (CPL) to expand its footprint in the Chandler community in an adaptable and efficient manner, extending current service options to underserved communities, while also providing future service that can adapt to demographic shifts and changing community needs. The vehicle will make accessing library services more convenient and will increase the library's impact in neighborhoods across Chandler by creating new opportunities to collaborate with outside organizations through special events, school tours, and public stops.

This mobile unit will effectively become a fifth CPL branch, bringing services and resources to residents in communities without easy access to these opportunities otherwise. The cost to build a new library branch can vary greatly, requiring a commitment at minimum of tens of millions of dollars. Acquiring a bookmobile/techmobile as a moving, accessible branch accomplishes many of the same goals for a fraction of the price. From a statistical standpoint, the library anticipates an increase in number of cards issued, circulation of materials, program participation, in-house visits, and collection turnover rate. From a human

services standpoint, however, the potential for impact is even greater through cultural and social connections with residents, enhancement to neighborhood quality of life, and overall community wellness. In addition to being an innovative and convenient library service point for all community members, with 11 Title 1 schools in Chandler and more than 40% of residents earning less than the median household income, there is a socioeconomic need within the City of Chandler to remove barriers to library access and simultaneously increase literacy opportunities.

CPL requests purchase a coach model bookmobile/techmobile to use as a fifth library branch, which will be purchased thanks to the generosity of up to $135,000 in funding from the Friends of Chandler Library and Intel Corporation funds from an annual contribution tied to the company's facility expansions. There is currently a two-year lead time on the design and build of the vehicle; the proposed Council action will secure a delivery date in 2025. A future budget decision package in the appropriate fiscal year will be submitted for the project operations and maintenance costs of the vehicle once it is in service.

Services that will be available in the mobile library include, but are not limited to:

- Collaboration across city departments, creating a wholistic service for Chandler residents
- STEM/STEAM instruction and programs
- Job search assistance
- Makerspace equipment
- Storytime on-the-go
- Browsing collections
- Holds pickup
- Roaming reference service
- Referrals to city services
- Participation in community events
- Mobile connectivity
- Technology instruction and equipment loans
- Heat relief supplies

The proposed hours of operation for the bookmobile/techmobile once it is in service are:

Monday-Thursday
10 AM - 6 PM (230 PM - 530 PM after school stops) 54 hours/wk
Friday-Sunday
Community and Special Events

The mobile unit will be staffed with existing CPL full-time and part-time/temporary employees; no additional full-time equivalent positions are requested at this time.

Parking for the techmobile/bookmobile is being incorporated into the Council-approved project, currently in design, for enhancements to the east side of Delaware Street south of Chandler Boulevard.

Evaluation:

Omnia competitively solicited and awarded a contract for specialty vehicles, equipment, and accessories. The City has a current agreement with Omnia allowing for the cooperative use of its contracts. The Omnia contract is valid through November 30, 2024.

Financial Implications:

This project is entirely funded by grants and related contributions. $500,000 is coming from funds received from Intel Corporation designated for library technology enhancements. The remaining approximately $135,000 is coming from the nonprofit Friends of the Library through the Library Trust Fund. Funding for ongoing operational costs related to using this vehicle (e.g., fuel, program supplies, licenses and/or subscriptions, generator/solar panel repairs), will be included in the future fiscal year in which the vehicle is projected to be delivered.

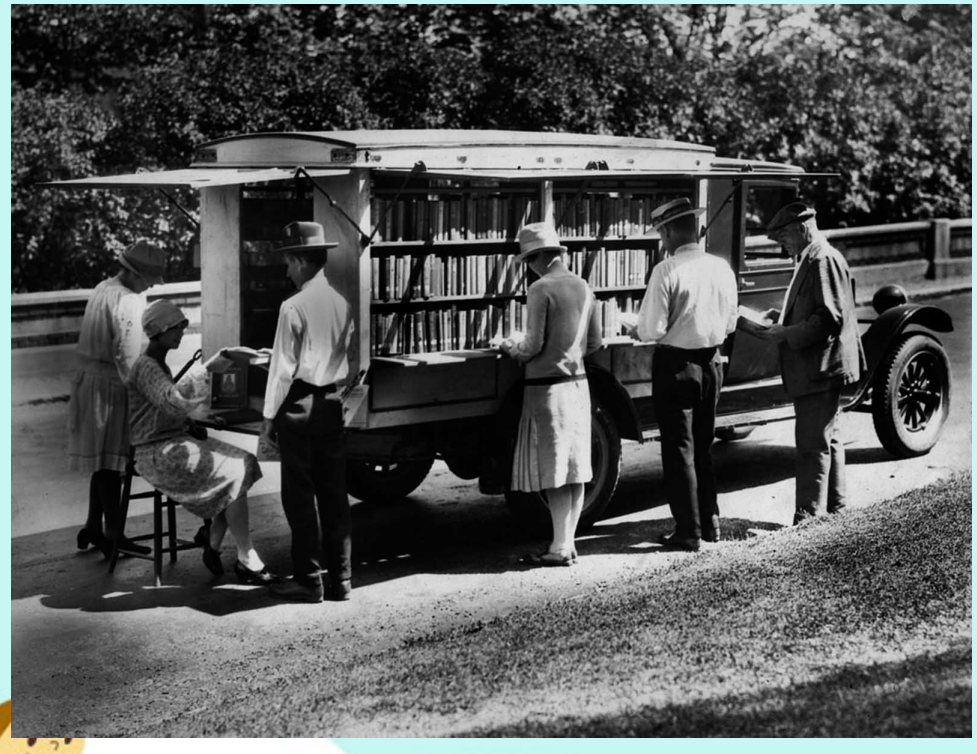
Fiscal Impact

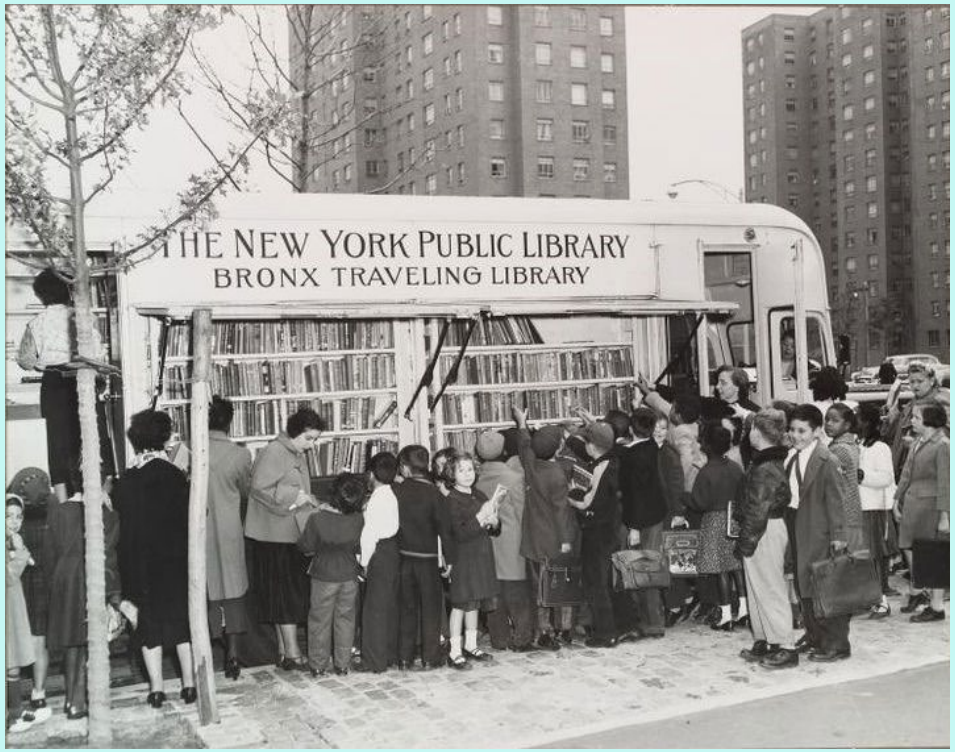
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
417.4580.6310.0.6PR658.0	Capital Grants	Mobile Library Branch	$500,000	Y
836.4580.6310.0.6PR658.0	Library Trust	Mobile Library Branch	$134,519	Y

Attachments

Book/Tech Mobile Proposed Pictures

The History of Bookmobiles - THEN









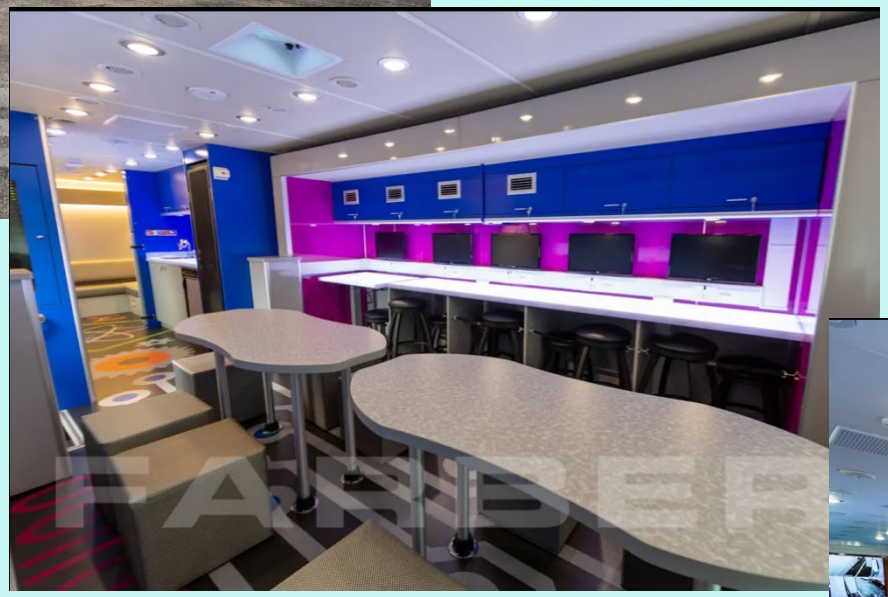


NOW!

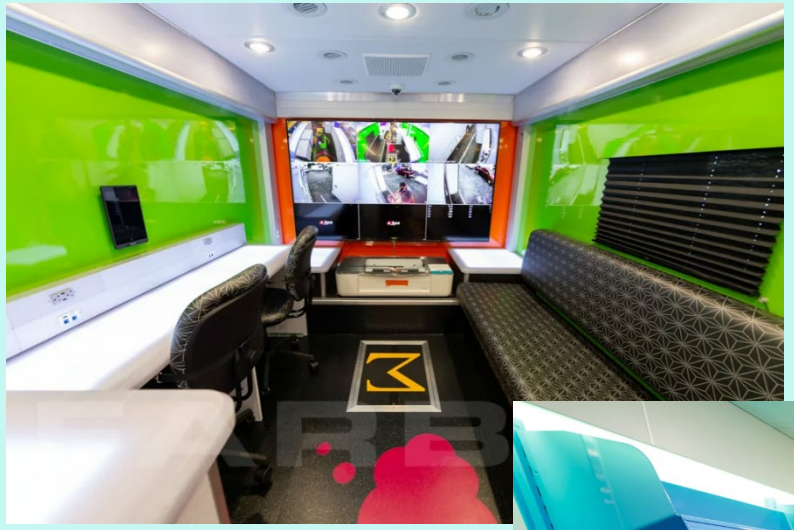
A mobile library would become a fifth branch for Chandler Public Library, reaching areas of the community that are underserved.



Bookmobiles today are part library, part technology lab, and ALL about FUN!











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City Council Memorandum Community Services Memo No. N/A

Date: November 06, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
John Sefton, Community Services Director
From: Ryan McCartney, Urban Forester
Subject: Agreement No. CS3-918-4620, Tree Inventory and Urban Forest Management Plan

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Proposed Motion:

Move City Council approve Agreement No. CS3-918-4620, with ArborPro, Inc., for the tree inventory and urban forest management plan, in an amount not to exceed $145,000.

Background/Discussion:

On April 13, 2023, City Council adopted Resolution No. 5667, authorizing the City to enter into a grant agreement with the Arizona Department of Forestry and Fire Management (DFFM) for a tree inventory, tree asset management software system, and an urban forest management plan. This agreement allows the city to receive $40,000 in federal funds to be used by March 31, 2024.

Developing a tree inventory is useful to make informed management decisions regarding Chandler's tree assets. The City estimates that 20,000 – 25,000 trees are contained within nearly 1,500 acres of land, including 69 developed park facilities maintained by the Parks Division. Detailed information including quantities, species, locations, overall health, and maintenance recommendations will be used to develop a comprehensive management plan to guide maintenance and planting opportunities as well as detail the benefits the trees provide the City's residents.

ArborPro, Inc., has been identified through a Request for Proposal (RFP) process to provide the data collection and urban forest management plan. The

tree inventory software implementation will occur at a later date after data collection is completed and will aid in the storing and tracking of tree care activities.

Evaluation:

On June 13, 2023, city staff issued an RFP No. CS3-918-4620, for a tree inventory, inventory management software, and an urban forest management plan. Notification was sent to all registered vendors. Six proposals were received from the following offerors:

- ArborPro, Inc.
- CN Utility Consulting, Inc.
- Davey Resource Group, Inc.
- MapCollective
- Orlando O. Spencer, Inc.
- West Coast Arborists, Inc.

The Evaluation Committee reviewed the proposals and recommends an award to ArborPro, Inc., which submitted the most advantageous offer to the city in accordance with the evaluation criteria.

Financial Implications:

This project is partially funded through the grant awarded by the U.S. Forestry Service and the Arizona DFFM. The funds received through the grant total $40,000. The grant agreement states that any costs above the 50% match will be paid for by the city. The FY 2023-24 budget includes the General Fund portion and the $40,000 grant.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.4530.5219.0.0.0	General Fund	N/A	$105,000	N
217.4530.5219.0.0.0	Grants Fund	N/A	$40,000	N

Attachments

Agreement

DocuSign Envelope ID: 68E47693-F4DF-479B-B5DF-4280E77B13A2

City Clerk Document No. _____

City Council Meeting Date: November 9, 2023

CITY OF CHANDLER SERVICES AGREEMENT
TREE INVENTORY AND URBAN FOREST MANAGEMENT PLAN
CITY OF CHANDLER AGREEMENT NO. CS3-918-4620

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and ArborPro, Inc., a California 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 enter an agreement for a tree inventory and an urban forest management plan 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

DocuSign Envelope ID: 68E47693-F4DF-479B-B5DF-4280E77B13A2

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 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.

Following execution of this Agreement by City, the Contractor will immediately commence work and will complete all services described within 150 days from the date the Contractor is notified to proceed.

SECTION lV: 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 $145,000. 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

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the Parties a written Agreement Amendment shall be approved and executed by the Parties.

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

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specified under this Agreement. Upon such termination, abandonment, or suspension, the 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 (lndemnitor) must indemnify, defend, save and hold harmless the 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 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 lndemnitee from and against any and all Claims, except those arising solely from lndemnitee'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 lndemnitee 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,

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representatives, employees, and subcontractors. Contractor and any subcontractors 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. 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	Name: Keith Hennig
Title: Procurement and Supply Senior Manager	Title: President
Address: 175 S. Arizona Ave., 3rd Floor Chandler, AZ 85225	Address: 22605 La Palma Ave., Ste. 509 Yorba Linda, CA 92887
Phone: 480-782-2403	Phone: 714-694-1924
Email: christina.pryor@chandleraz.gov	Email: khennig@arborprousa.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.

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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.

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

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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 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

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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 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.

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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 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

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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.

5.35 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

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.

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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 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.

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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: _____
Its: Mayor	Its: President

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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EXHIBIT A
SCOPE OF SERVICES

The Contractor will perform a GIS-based tree inventory of approximately 25,000 City trees along public parks, facility grounds, and other public property and prepare an Urban Forestry Management Plan. The Contractor's I.S.A. Certified Arborists will collect the tree attributes, tree conditions in the field, and then compile the information for entry into the Contractor's software suite. All inventory data fields will be determined prior to the start of data collection and agreed upon between the City and the Contractor. Data fields may include those items listed in the original Request for Proposal.

Kick-Off Meeting

Before data collection, the Contractor will meet with the City's representatives to discuss project requirements, site conditions, roles, and responsibilities. Meeting topics will include scheduling, field criteria, detailed attribute definition, zone or naming classification, daily operating procedures, and raw geographic data sharing and acquisition. Potential issues during data collection will also be discussed to agree on the best mitigation strategies.

Data Collection

The Contractor will assess trees on all sites as identified by the City following a level 2, 360° visual inspection of the tree. Data will be input directly into the Contractor's software. Data points are mapped with the latest G.I.S. technology to ensure sub-meter horizontal accuracy. Photographs of major existing damage and/or concerns will be attached to the data point for reference. No harm will be inflicted on City trees and properties during tree inventory update and assessment.

The Contractor will complete work on a grid-by-grid basis. Each grid will be completed and reviewed before beginning the following grid. If issues are identified within a grid, the Contractor will address the issue. The Contractor will notify the City of Critical Trees before leaving the hazardous tree site.

Tree Health Assessment

The Contractor will evaluate the general condition of each tree following the International Society of Arboriculture rating system listed below. Ratings may be adjusted according to the City's requirements.

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Tree Condition Rating	
Excellent (I.S.A. Rating 80-100)	Trees in this class are judged to be exceptional trees possessing the best qualities of the species. They have excellent form, very minor maintenance issues, with virtually no dead branches, deformities, or nutritional problems. These trees are in an acceptable location and can be expected to achieve a full mature shape and life expectancy.
Good (I.S.A. Rating 60-80)	Trees in this class are judged to be desirable and, with proper maintenance, can be returned to excellent classification. They may be interfering with utility lines, planted in an overcrowded location, or have minor insect, pathogen, or nutritional deficiencies.
Fair (I.S.A. Rating 40-60)	Trees in this category have some or all of the following problems: large dead limbs representing less than one-third of the canopy, large cavities in the trunk, major deformities, girding roots, obvious insect, pathogen, or nutritional problems.
Poor (I.S.A. Rating 20-40)	Trees in this group are in degraded condition with irreversible problems. These can include dead branches representing 50% or more of the canopy, drastic deformities, multiple trunk cavities, and severe insect, pathogen, or nutritional problems.
Very Poor (I.S.A. Rating of 0-20)	Trees in this category are either already dead or in such poor condition that removal is required. These trees have over 90% dead branches and/or have completely succumbed to insects, pathogens, or nutritional deficiencies.

Tree Care Maintenance

The Contractor will make maintenance recommendations based on its standard ratings, which may be adjusted according to the City's requirements.

Maintenance Priority	
Priority 1 Removal	Defective trees, dead trees, hazardous trees that must be removed immediately.
Priority 2 Removal	Trees that should be removed, but do not as great of a liability as Priority One Tree Removals.
Priority 3 Removal	Trees that should be removed but pose minimal liability to persons or property (i.e. small dead trees, failed transplants, large trees that are poorly sited or inferior quality and pose minimal threat to community)
Priority 1 Prune	Trees that require removal of hazardous deadwood, hangers, broken branches, dead, dying or diseased limbs greater than 4 inches in diameter.
Priority 2 Prune	Trees that have dead, dying, diseased or weakened branches between 2 and 4 inches in diameter.

Maintenance Recommendations	
Routine Prune Large	Trees that require routine horticultural pruning to correct structural problems or growth pattern obstructing traffic or interfering with utility wires or buildings. Trees in this category have characteristics that could become risks if not corrected.
Routine Prune Small	Trees that are small growing (20 feet or less in height), mature and can be evaluated and pruned from the ground.
Training Pruning	Young trees that are under 20 feet in height that must be pruned to correct or eliminate weak, interfering or objectionable branches in order to minimize future maintenance requirements.
Plant	Location of vacant planting sites.
Tree Stump Removal	Location of tree stumps. Trees identified into two size categories: 0" -6" 7" or >

Quality Assurance

The Contractor will perform quality assurance scripts to identify any potential data entry errors. Repeating issues will be mitigated. The Contractor will also conduct randomized data checks to ensure accurate tree inventory quality.

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Tabular Queries	Condition vs Recommended Maintenance (ex. Good condition tree <> Priority 1 Removal) No duplicate Addresses Species Review – All species meet regional species Height vs DBH
Spatial Queries	Parcel Address = Point Address Centerline = Point Street Side Tree vs Front Tree Identification

In the event that significant errors (>5% of total collected data) are found within the Contractor's data, the Contractor will return to complete a thorough quality control and correct all errors at no cost to the City. Errors may include, but not limited to, incorrect species identification, diameter of tree, tree height, maintenance needs, or any other data collected under the agreed upon scope of work.

Weekly Review
The data collected by the Contractor will be reviewed every week. Once the Contractor has run the quality assurance scripts, the Contractor will prepare a series of work orders for inspections.

Daily Monitoring
The Contractor will monitor its staff progress on a daily tracking sheet. This information provides the number of trees surveyed daily and maintains a running count as the project progresses. The Contractor will share this information with the City clients every week, as well as daily starting locations, and any issues identified during the previous workday.

Progress Reports and Meetings
Weekly reports will be emailed to the City representatives to review the project status. The report will include detailed maps of the complete areas, a list of trees surveyed that week, a list of trees under Priority 1 Maintenance for immediate action of the required prescription, and any other concerns regarding data or progress. Weekly meetings may be conducted upon request from the City. In addition, the reports will include work planned for the next week.

Tree Inventory Data Delivery
The Contractor will deliver the tree inventory data in its tree inventory management software, Enterprise 2.0. Deliverables are available in the following formats: Microsoft Excel, XML, Google Earth's K.M.L., and ESRI Shape File. The City will have access to the inventory on the Contractor's Cloud-based inventory management software.

Closeout Report
Upon completion of the inventory, the Contractor will provide a Closeout Summary Report of the observations to summarize the data collection process, provide basic statistics related to the inventory, and identify high-risk trees for priority removal. The report will include a final map, breakdown by species, size characteristics, condition, recommended maintenance, density, and hardscape damage. The Contractor will use this information to suggest recommendations for the administration and management of the City's trees. The terms used during the data collection will be defined to maximize inventory utility.

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Urban Forest Management Plan

Once the Tree Inventory Project is completed, the Contractor will develop an Urban Forestry Management Plan for the City of Chandler. The project will begin with a meeting with City staff to review the scope, desired deliverables, and schedules and to document the plan's development process.

The Contractor will research local laws, studies, and ordinances and familiarize itself with City plans and will work with local non-profits, businesses, schools, City, and other appropriate entities. The Contractor will attend meetings as needed to gather needed input.

Management Plan Outline

The Contractor will develop and management plan to support the long-term vision of the City. The Contractor will meet with staff to discuss the Management Plan outline, delivery dates, meeting schedule, etc.

The Management Plan will include:

- Historical Overview
- Statement of Purpose
- Community Outreach
- Complete Tree Inventory Update
- Urban Forestry Status
- Policies and Procedures
- Program Management – Tree Maintenance Guidelines and Specifications
- Water Conservation (soil care, mulch, species selection, irrigation)
- Environmental Benefit Analysis (i-Tree E.C.O.)
- Identify and map target areas prioritizing urban heat island effect and disadvantaged communities for tree planting with equitable distribution
- High-Resolution Photos for Urban Forest Management Plan
- Assessment and recommendation regarding the strategic planning for:
    - Mature Trees
    - Young Trees
    - New/Future tree planting
    - Trees by location type
    - Maintenance Objectives and recommended action, pruning rotations
    - Risk Assessment of current inventory, including assessment intervals
    - Workload Prioritization
- Implementation Plan
- Funding Sources
- Strategy
- Performance Metric/Monitoring Plan
- Estimated cost for 1, 5, 10 year Urban Forest Management Plan Execution
- In-House Training for those involved with the maintenance of the Tree inventory and management plan

Community Engagement

The Contractor will create citywide community goals promoting green space and encouraging tree planting to increase healthy canopy coverage, especially in underserved communities.

Timeline Of Project

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Anticipated Start Date: Upon Notice to Proceed
Tree Inventory Update: 25,000 trees
This project's tree inventory and data collection portion will take twelve weeks to complete 25,000 trees. The Contractor will begin quality control and a review of the data beginning on week 2 of data collection and continue weekly until completion. The Urban Forestry Management Plan will take approximately two months to complete making the total project timeline twenty-one weeks.

Data Deliverables will follow the completion of Quality Control, and the final Closeout Summary Report will be delivered within thirty days of data collection completion.

Project Schedule
The following timeline is based on an approximate total tree count of 25,000.

Week	Task	Trees Inventoried	Trees Submitted for Review	
1	Kick-off Meeting, Planning Document Review Tree Inventory	1,200		
2	Tree Inventory/QC	3,000		1,200
3-9	Tree Inventory/QC	18,000	Week 3	3,000
10	Tree Inventory/QC	2,800	Weeks 4-10	18,000
11	Tree Inventory Complete, Data QC.			2,800
12	Data QC / Cleanup			
13-17	Begin Urban Forest Management Plan Development. Software Training			
18-19	Urban Forest Management Plan/Meetings			
20	Urban Forest Management Plan Review and Revisions			
21	Urban Forest Management Plan Final Delivery			
Total		25,000		25,000

Security Requirements
Prior to the City's use of its cloud based inventory management software, the Contractor will:
- Complete a StateRAMP Security Snapshop or Progressing Security snapshot
- Complete a risk acceptance document after the StateRAMP Security Snapshop or Progressing Security snapshot are completed
- Provide a plan and timeline for improvements to its information security program

Additional Services
The Contractor may provide other related services upon request from the City.

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EXHIBIT B
COMPENSATION AND FEES

TREE INVENTORY

Fees are inclusive of all services described in the Scope of Services.

Description	Fee
Tree Inventory	$123,750.00

Optional Services

Description	Fee
Price per tree over 25,000 trees	$4.95 each
Tree tag per tree	$4.95 each

Hourly Rates

Should the City require services in addition to the Scope of Services, these rates will serve as the basis of fees for services.

Team Member Role	Hourly Rate
Operations Manager	$220.00
Project Manager	$180.00
Arborist	$140.00

URBAN FOREST MANAGEMENT PLAN

Offerors submitting a proposal in response to the urban forest management plan must complete and submit the tables below. Submit an all-inclusive fee for the Scope of Services, as proposed in the response to the Proposal Evaluation Criteria.

Description	Fee
Urban Forest Management Plan	$9,500.00

Hourly Rates

Should the City require services in addition to the Scope of Services, these rates will serve as the basis of fees for services.

Team Member Role	Hourly Rate
Operations Manager	$230.00
Project Manager	$150.00
Arborist	$140.00

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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 to fulfill the requirements of this paragraph, the Excess insurance must be "follow

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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 Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing

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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.

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EXHIBIT D
SPECIAL CONDITIONS

NONE

CHANDLER arizona
Community of Innovation

City Council Memorandum Community Services Memo No. N/A

Date: November 06, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
John Sefton, Community Services Director
From: Jeffrey Larsen, Parks Operations and Maintenance Senior Manager
Subject: Agreement No. C20-910-4120, Amendment No. 4, with UBM Enterprise, Inc., for Park Restroom Cleaning Services

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Proposed Motion:

Move City Council approve Agreement No. CS0-910-4120, Amendment No. 4 with UBM Enterprise, Inc., for park restroom cleaning services, in an amount not to exceed $178,225, for the period of one year, December 1, 2023, through November 30, 2024.

Background/Discussion:

The City of Chandler has utilized a cleaning contract for park restrooms since 2002. This contract provides daily cleaning of 60 restrooms at 23 City parks. The cleaning of these restrooms is performed after the closing of the parks each evening (generally 10:30 p.m.) and completed before reopening the following morning (generally 6:00 a.m.). The recommended contract also includes the additional cleaning services at all locations upon request. This contract also provides cleaning services for the restrooms at the Chandler Fashion Mall Transit Station and the Tumbleweed Park and Ride facility.

Evaluation:

On November 17, 2019, City Council approved an agreement with UBM Enterprise, Inc., for park restroom cleaning, for a one-year period, with the option of up to four (4) one-year extensions. The Contractor has agreed to extend for one additional year at the same terms and conditions with a 4.1% increase in pricing, citing an increase to minimum wages. Staff finds the price increase to be

fair and reasonable.

Staff recommends an extension of this Agreement for the term of December 1, 2023, through November 30, 2024.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.4530.5410.0.0.0	General Fund	N/A	$178,225	N

Attachments

4120 Park Restroom Cleaning Amendment 4

DocuSign Envelope ID: 9792C9C5-22B9-43B4-82E9-67EDA1EE3D82

City Clerk Document No. _____

City Council Meeting Date: November 9, 2023

AMENDMENT TO CITY OF CHANDLER AGREEMENT
PARK RESTROOM CLEANING
CITY OF CHANDLER AGREEMENT NO. CS0-910-4120

THIS AMENDMENT NO. 4 (Amendment No. 4) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and UBM Enterprise, Inc., a Texas Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 20_____ (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for park restroom cleaning (Agreement); and

WHEREAS, the term of the Agreement was December 1, 2019, through November 30, 2020, with the option of up to four one-year extensions; and

WHEREAS, the Parties wish to exercise the fourth 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 December 1, 2023 through November 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 the original Agreement, attached to and made a part of this Amendment No. 4. Total payments made to the Contractor during the term of this Amendment No. 4 will not exceed $178,225.00.

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. 4 and the Agreement, the terms and conditions in this Amendment No. 4 prevail and control.

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IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: Jae Song

Its: C.O.O

APPROVED AS TO FORM:

By: _____
City Attorney JMB

ATTEST:

By: _____
City Clerk

DocuSign

Certificate Of Completion

Envelope Id: 9792C9C522B943B482E967EDA1EE3D82
Status: Sent
Subject: Complete with DocuSign: 4120 Park Restroom Cleaning Amendment 4.pdf
EDMS Application: CC-AGRMTS
Source Envelope:
Document Pages: 2
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 0
Saranna Davidson
AutoNav: Enabled
PO Box 4008
EnvelopeId Stamping: Enabled
Chandler, 85244
Time Zone: (UTC-07:00) Arizona
Saranna.Davidson@chandleraz.gov
IP Address: 198.241.2.1

Record Tracking

Status: Original
10/19/2023 | 09:57 AM
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Saranna.Davidson@chandleraz.gov
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Storage Appliance Status: Connected
Pool: City of Chandler
Location: DocuSign

Signer Events	Signature	Timestamp
Jae Song jae.song@ubmhq.com C.O.O Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/19/2023 | 12:08 PM ID: 1160b530-b64c-442a-a689-ba07fb2dbfa8	 Signature Adoption: Pre-selected Style Using IP Address: 166.205.97.19 Signed using mobile	Sent: 10/19/2023 | 12:01 PM Viewed: 10/19/2023 | 12:08 PM Signed: 10/19/2023 | 12:08 PM
Victoria Roedig victoria.roedig@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/12/2021 | 04:29 PM ID: e8bc7d1d-9904-45bf-a2f0-f2704816bee9		
Daniel Brown Daniel.Brown@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/1/2021 | 08:17 AM ID: 563d172a-e614-4b9b-b2a1-61a0afc8280a		
Kevin Hartke kevin.hartke@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/28/2021 | 11:17 AM ID: 2531f230-027c-41f7-9166-1189df6a8c8f		
Dana DeLong Dana.DeLong@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**		

Signer Events	Signature	Timestamp
Accepted: 6/28/2021 | 01:03 PM ID: e796186e-c533-4a41-978c-34d69e29778a		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Victoria Roedig victoria.roedig@chandleraz.gov Carahsoft OBO City of Chandler Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/12/2021 | 04:29 PM ID: e8bc7d1d-9904-45bf-a2f0-f2704816bee9		Sent: 10/19/2023 | 12:08 PM

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Rosenda Contreras Rosenda.Contreras@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/30/2022 | 01:24 PM ID: fd43dfe1-51e8-4292-b795-54e27b662b8e		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/19/2023 | 12:01 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Chandler (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Chandler:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: esignature@chandleraz.gov

To advise City of Chandler of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@chandleraz.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Chandler

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to esignature@chandleraz.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Chandler

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to esignature@chandleraz.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Chandler as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Chandler during the course of your relationship with City of Chandler.

CHANDLER arizona
Community of Innovation

City Council Memorandum Community Services Memo No. N/A

Date: November 06, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
John Sefton, Community Services Director
From: Joshua Adams, Business Systems Support Analyst
Subject: Agreement No. 4561, with Active Network, LLC, for Recreation Registration System

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Proposed Motion:

Move City Council approve Agreement No. 4561, with Active Network, LLC, for the recreation registration system for the period of three years, in an amount not to exceed $175,000 in year one, beginning November 1, 2023, through October 31, 2026

Background/Discussion:

Since November 2014, the Recreation Division has utilized ActiveNet as its main business system solution to process transactions and provide reporting, meeting the city and customer needs. This software service is the primary tool used to facilitate customer engagement with recreation activity registration, parks and recreation facility reservations, and all related transactional accounting. In FY22/23 ActiveNet processed over 330,000 customer transactions for the Parks and Recreation divisions.

The initial agreement between ActiveNet and the City of Chandler was for a term of five years with five subsequent one-year automatic renewals. ActiveNet is a hosted, software-as-a-service (SaaS) solution.

Evaluation:

On September 12, 2013, City Council approved an agreement with Active Network, LLC, for the recreation registration and reservation system. Active Network provides functional use of the software, all technical support, and product maintenance and development/upgrades for the system. Support and maintenance services are only available through Active Network. Over the tenure of ActiveNet use in Chandler, the functionality, service support, and operational improvements have continued to meet the technical, service, and operational needs of the Community Services Department. Staff recommends the award of this agreement to Active Network, LLC, for an initial term of a three years with a single two-year renewal option (for a total term not to exceed five years).

A significant change with this updated agreement is the consolidation of the Credit Card Processing services. Previously, this service was performed by a third-party (Chase PaymenTech). Under the new terms, an Active Network affiliate (Heartland) will assume this function. This change will provide a single point-of-contact for staff, and Active Network assumes responsibility to resolve credit card transaction and related issues.

Financial Implications:

The SaaS purchase price is set by a determined percentage of the transaction fees that a customer pays. The Active Network Schedule (attached) details this fee structure. In a three-year review, the costs per transaction for the SaaS plus the payment processing fees were approximately $.50 per transaction on average. Historically, payment industry transaction fees have increased nominally per year. For this contract, depending on the customer's payment choice, transaction fees may range from 2% up to 5% of the Council-approved and published Recreation/Reservation fee.

This contract projects continued future cost increases. The Community Services Pricing Policy includes these fees within the cost recovery model, and the customer does not pay an additional amount for credit card processing or convenience fees. Capacity to afford this expense is monitored monthly and increased needs will be managed through the annual budget process.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.4550.5818.8ACT.0.0	General Fund	N/A	$175,000	N

Attachments

Product Agreement
AN Schedule
Merchant Services

DocuSign Envelope ID: F6F49E31-3081-470A-B88C-D6ED1DCAAD04

Contract # 4561

PRODUCT AND SERVICES AGREEMENT

CLIENT INFORMATION			
ORGANIZATION FULL LEGAL NAME:	City of Chandler	**ADDRESS:**	175 S. Arizona Avenue, 3rd Floor, Chandler, AZ 85225
CONTACT NAME:	Christina Pryor	**TELEPHONE:**	480 782 2403
EMAIL:	Christina.pryor@chandleraz.gov		

OVERVIEW OF AGREEMENT
This Agreement consists of this cover page, the Schedule, the General Terms, and the following:
Recreation Management Product Attachment
Third Party Hardware Product Attachment
Exhibit A, Service Level Agreement
Exhibit B, Service Level Remedies

NOTE: If Client is tax exempt, certificate must be provided along with signed contract.

In consideration of the mutual promises and covenants contained in this Agreement, Client and Active hereby agree to be bound by this Agreement. By signing below, Client acknowledges and confirms that it has read this Agreement.

CLIENT		ACTIVE NETWORK, LLC	
Signature:		Signature:	Kevin Farmer
Name:	Kevin Hartke	Name:	Kevin Farmer
Title:	Mayor	Title:	Vice President of Sales
Date:		Date:	October 19, 2023

APPROVED AS TO FORM:

City Attorney JMD

ATTEST:

City Clerk

Active Network, LLC
5850 Granite Parkway, Suite 1200, Plano, TX 75024
Telephone: (469) 291-0300

Contract # 4561

Products and Services General Terms

Client's relationship with Active and Client's use of Active's products and services (including Client's licensing of Active's SaaS, Client's use of Services, and/or Client's purchase or leasing of Hardware) are subject to the terms and conditions set forth herein and are between Client and Active. Capitalized terms are defined in Section 7 below, unless otherwise defined within the body of this Agreement, the applicable Product Attachment, or Schedule. In order to use the Products, Client must first agree to this Agreement. Client represents and warrants that Client has the necessary and full right, power, authority, and capability to accept this Agreement, to bind Client's organization, and to perform Client's obligations hereunder. Client can accept this Agreement by: (a) clicking to accept or agree to this Agreement, where this option is made available to Client by Active in the user interface for any Product; (b) signing a document where a link to this Agreement appears in an order form, Schedule, or other document provided to Client by Active; (c) by signing this Agreement, if there is a designated area to sign; or (d) by actually using the Products. In the case of (d), Client understands and agrees that Active will treat Client's use of the Products as acceptance of this Agreement from that point onwards. Client may not use the Products and may not accept this Agreement if (i) Client is not of legal age to form a binding contract with Active, or (ii) Client is a person barred from receiving the Products under the laws of the United States or other countries, including the country in which Client is a resident or from which Client uses the Products. Client may not use the Products if Client does not accept this Agreement. By accepting this Agreement, Client agrees as follows:

1. AGREEMENT STRUCTURE AND SCOPE.

1.1. General Terms and Incorporation of Product Terms. This Agreement establishes the general terms and conditions to which the parties have agreed to in order to facilitate the licensing of SaaS and the provision of Products. Additional Product-specific terms and conditions are set forth in one or more documents referenced in the applicable Schedule, each of which is incorporated herein (each, a "**Product Attachment**"). All references to the "**General Terms**" mean this document, exclusive of Product Attachments and Schedules.

1.2. Incorporation of Schedules. The parties may enter into new Schedules from time to time. Each Schedule incorporates the terms of these General Terms and the applicable Product Attachment.

1.3. Incorporation of EULAs. Client's use of any Third Party Products hereunder may be subject to, and Client will comply with, this Agreement and any applicable Third Party EULA(s).

1.4. Incorporation of Exhibits. Client's use of any payment processing services hereunder will be subject to, and Client will comply with, this Agreement and an applicable Exhibit(s).

1.5. Affiliates. Client's Affiliates may order Products from Active (or one of Active's Affiliates) by entering into a Schedule. In the event that a Client Affiliate enters into a Schedule with Active (or an Affiliate of Active), reference in this Agreement to "**Client**" and "**Active**" will mean the respective entity that accepts (as described in the Preamble) the applicable Schedule. Each such Schedule will be deemed to be a separate agreement.

2. FINANCIAL TERMS.

2.1. Fees; Payment Terms; Currency. Fees, currency, and payment terms are specified in the applicable Schedule. Unless otherwise specified in the Schedule, all amounts owed by Client that are not directly collected by Active are due from Client within 30 days from either (a) the end of the remittance cycle during which the fees accrued (if related to registrations or transaction processing), or (b) the date of the applicable invoice. Past due fees will accrue interest at the lesser of the annual rate of 10% per annum or the maximum amount permitted by applicable law. In the event of any non-payment or delay in paying a fee that results in litigation, the prevailing party may recover the prevailing party's reasonable attorney's fees and legal expenses incurred in the litigation. Except as otherwise expressly provided in a Schedule, Active may modify the fees once per calendar year upon 30 days' notice, provided that any such increase will not exceed 12.5% over the then-current transaction fees or 5% over the then-current subscription fees.

2.2. Additional Payment Terms. If Active reasonably believes that a transaction by Client, Licensee, or End User, as applicable, may be fraudulent or otherwise contrary to law, Active must provide Client with prior written notice and an opportunity to cure any alleged transaction that may be unlawful within 90 days of the written notice. If Client fails to timely cure the alleged unlawful transaction within 90 days after written notice, Active may issue an invoice or offset an equivalent amount from Client's account or any payment Active owes to Client and return the value to the End User (as set forth below) and if sufficient funds are not available, Client must reimburse Active on demand. Active will notify Client of the reason for such offset provided that it is lawful to do so.

2.3. Credit Card Surcharging. All fees described in the applicable Schedule are in consideration of the SaaS and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agrees not to impose such a surcharge on any End User.

2.4. Reserved.

3. LIMITED RIGHTS AND OWNERSHIP; INDEMNIFICATION.

3.1. Reservation of Rights. All rights not expressly granted in this Agreement are reserved by Active and its licensors. Client acknowledges that: (a) all Protected Materials are licensed and not sold; (b) Client acquires only the right to use the Products in accordance with this Agreement, and Active and/or its licensors will retain sole and exclusive ownership of and all right, title, and interest in the Products, including the following: (i) all Intellectual Property embodied or associated with the Products, (ii) all deliverables and work product associated with the Products, and (iii) all copies and derivative works thereof; and (c) the Products, including the source and object codes, logic, and structure, contain and constitute valuable trade secrets of Active and its licensors.

3.2. Restrictions. Unless otherwise set forth in a EULA, Product Attachment, or Schedule, Client will not itself, or through any Affiliate, employee, consultant, contractor, agent, or other third party: (a) knowingly sell, resell, distribute, host, lease, rent, license, or sublicense, in whole or in part, the Protected Materials; (b) knowingly decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer, or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure, or other elements of the Products in whole or in part, for competitive purposes or otherwise; (c) knowingly allow access to,

provide, divulge, or make available the Protected Materials to any user other than those who are licensed pursuant to this Agreement to have such access; (d) knowingly write or develop any derivative works based upon the Products; (e) knowingly modify, adapt, translate, or otherwise make any changes to the Products or any part thereof; (f) knowingly use the Protected Materials to provide processing services to third parties, or otherwise use the same on a service bureau basis; (g) knowingly disclose or publish, without Active's prior written consent, (i) performance or capacity statistics, or the results of any benchmark test performed on the Products, or (ii) the terms (but not the existence) of this Agreement or other valuable trade secrets of Active or its licensors; (h) knowingly without Active's prior written consent, perform or disclose or cause to be performed or disclosed any information related to any security penetration or similar tests; (i) knowingly disclose or otherwise use or copy the Protected Materials except as expressly permitted herein; (j) knowingly remove from any Products identification, patent, copyright, trademark, or other notices or circumvent or disable any security devices' functionality or features; (k) knowingly contest or do or aid others in contesting or doing anything which impairs the validity of any proprietary or Intellectual Property rights, title, or interests of Active in and to any Products; (l) knowingly use the Products for other than authorized and legal purposes, consistent with this Agreement and all applicable laws, regulations, and the rights of others; (m) knowingly take any steps to avoid or defeat the purpose of security measures associated with the Products, such as sharing of login and password information, or attempt to circumvent any use restrictions; or (n) except as expressly permitted by this Agreement, knowingly use the Protected Materials for hosting purposes. Further, Client will: (o) not knowingly use the SaaS to transmit, publish, or distribute any material or information: (i) for which Client does not have all necessary rights and licenses, including any material or information that infringes, violates, or misappropriates the intellectual property rights of any third party; (ii) that contains a computer virus or other code, files, or programs designed to disrupt or interfere with the functioning of the SaaS; (iii) that is inaccurate or misleading; (iv) that is or that may reasonably be perceived as being harmful, threatening, offensive, obscene, or otherwise objectionable; (v) that contains a virus or malicious code; or (vi) that includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable person would consider private in nature; (p) not knowingly attempt to gain access to any systems or networks that connect to the Services or SaaS except for the express purpose of using the SaaS for their intended use; (q) not knowingly engage in any activity that interferes with or disrupts the SaaS; and (r) not knowingly use the SaaS in violation of the CAN-SPAM Act, Canadian Anti-Spam Legislation, or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications.

3.3. Enforcement. Client shall use all commercially reasonable efforts to (a) ensure that Client users of Products comply with the terms and conditions of this Agreement; (b) promptly notify Active of any actual or suspected violation thereof; and (c) cooperate with Active with respect to any investigation and enforcement of this Agreement.

3.4. Active Indemnification. Active agrees to defend, settle, and pay damages (including reasonable attorneys' fees) relating to any third party claim, demand, cause of action or proceedings (whether threatened, asserted, or filed) ("**Claims**") against Client to the extent that such Claim is based upon: (i) Active's proprietary Products (excluding Professional Services and Third Party Products) directly infringing a United States patent, registered United States copyright, or registered United States trademark, provided that the Products are used in compliance with this Agreement, or (ii) Active's gross negligence or willful misconduct.

3.5. Client Indemnification. To the extent not prohibited by law, Client will defend, indemnify, and hold Active harmless from and against any and all third party claims, demands, causes of action or proceedings (whether threatened, asserted, or filed) ("**Claims**") against Active to the extent that such Claim is based upon (a) any actual, alleged or anticipated breach by Client of this Agreement; (b) injury or death to a person or damage to property resulting from the participation in an Event operated by Client in connection with the Services and/or SaaS; (c) Client's provision to Active of materials, products, or services as part of Client's obligations hereunder that infringe the intellectual property rights of any third party provided that such materials, products, or services are used by Active in accordance with the Agreement; (d) use or unauthorized disclosure of Participant Information (as defined in the Product Attachment) by Client or other third parties to whom access is given to Participant Information as provided hereunder; (e) Client's use of the Services and/or SaaS in violation of Section 3.2 of these General Terms; and/or (f) any claims for refunds or chargeback requests from End Users.

4. DISCLAIMERS AND LIMITATION OF LIABILITY.

4.1 EXCEPT AS OTHERWISE SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, CLIENT ACKNOWLEDGES AND AGREES THAT THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE WARRANTIES, IF ANY, SET FORTH HEREIN AND IN THE PRODUCT ATTACHMENTS ARE LIMITED TO THEIR EXPRESS TERMS AND ARE IN LIEU OF, AND ACTIVE, ITS LICENSORS, AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY (a) WARRANTY THAT THE PRODUCTS ARE ERROR-FREE OR "BUG"-FREE, ACCURATE, SECURE, OR RELIABLE; (b) WARRANTY THAT THE PRODUCTS WILL OPERATE WITHOUT INTERRUPTION; (c) WARRANTY THAT ALL ERRORS WILL BE CORRECTED OR THAT THE PRODUCTS WILL COMPLY WITH ANY LAW, RULE, OR REGULATION; (d) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT; (e) IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; AND (f) WARRANTY THAT THE PRODUCTS WILL MEET CLIENT'S REQUIREMENTS. ACTIVE WILL NOT BE LIABLE FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT, STATUTE, TORT, OR OTHERWISE), INCLUDING DAMAGES FOR LOST PROFITS, LOST SAVINGS, COST OF REPLACEMENT SERVICES, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, WHETHER OR NOT ACTIVE HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HOWEVER, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION ONLY APPLIES WHERE ALLOWED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ACTIVE'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO TWO (2) TIMES (I) THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT AS CONSIDERATION FOR THE SPECIFIC PRODUCT UNDER THE APPLICABLE SCHEDULE GIVING RISE TO SUCH CLAIMS DURING THE 12 MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CAUSE OF ACTION AROSE LESS ANY AMOUNTS PAID BY ACTIVE WITH RESPECTIVE TO LIABILITIES UNDER THIS AGREEMENT, OR (II) IF NO SUCH PAYMENTS HAVE BEEN MADE OR SUCH AMOUNTS CANNOT BE CALCULATED, 10,000 U.S. DOLLARS (OR THE EQUIVALENT THERETO AS DETERMINED BY THE APPLICABLE COUNTRY'S CURRENCY), AS APPLICABLE. NOTWITHSTANDING THE ABOVE, IF CLIENT RESIDES OUTSIDE OF THE U.S., THIS DOES NOT AFFECT ACTIVE'S LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE, NOR FOR FRAUDULENT MISREPRESENTATION, MISREPRESENTATION AS TO A FUNDAMENTAL MATTER, OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

4.2 RESERVED.

4.3 RESERVED.

4.4 FOR THE PURPOSES OF THIS SECTION 4 AND ANY INDEMNIFICATION PROTECTING ACTIVE UNDER THIS AGREEMENT, REFERENCE TO ACTIVE WILL ALSO INCLUDE ITS SUPPLIERS AND LICENSORS.

5. TERM AND TERMINATION.

5.1. Term. The Term for each Product or Service offered under this Agreement will be as set forth in the applicable Product Attachment. This Agreement will continue until either party terminates all Schedules and Product Attachment as provided hereunder.

5.2. Termination. Either party may terminate this Agreement, including any or all Product Attachments and Schedules executed hereunder, immediately upon written notice: (a) in the event that the other party commits a non-remediable material breach of this Agreement and/or the applicable Product Attachment or Schedule, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach, except for breach of Section 2 of these General Terms which will have a 10 day cure period; or (b) in the event of institution of bankruptcy, receivership, insolvency, reorganization, or other similar proceedings by or against either party under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof, if such proceedings have not been dismissed or discharged within 30 days after they are instituted; or the insolvency or making of an assignment for the benefit of creditors or the admittance by either party of any involuntary debts as they mature or the institution of any reorganization arrangement or other readjustment of debt plan of either party not involving the United States Bankruptcy Code. Where a party has the right to terminate this Agreement, such party may at its discretion either terminate the entire Agreement or the applicable Product Attachment or Schedule; provided however, that termination of a Product Attachment will automatically terminate all Schedules entered into pursuant to such Product Attachment. Product Attachments and Schedules that are not terminated will continue in full force and effect under the terms of these General Terms. Following termination of this Agreement or a Product Attachment (for whatever reason), if requested by Active, Client will certify that it has returned or destroyed all copies of the applicable Protected Materials and acknowledges that its rights to use the same are relinquished. Termination for any reason will not excuse Client's obligation to pay in full any and all amounts due, nor will termination by Active result in a refund of fees paid.

5.3. Suspension. Active will be entitled to suspend any or all Services or deactivate Client's account, including suspending its performance and obligation to remit payments hereunder, upon 30 days' written notice to Client and subsequent failure by Client to cure after receiving such notice, in the event Active reasonably believes that Client is in breach of this Agreement, Client's use of the Services or SaaS is not in compliance with applicable law or the Agreement, is fraudulent, or is otherwise suspect, or if there is a dispute as to the legal authority of a Client-associated party to perform hereunder. Further, Active, in its sole discretion, may terminate Client's password, accounts (or any part thereof), and/or Client's right to use the Services, and remove and discard any and all of Client's content within the Services, at any time for any reason or no reason, including, without limitation, for lack of use, failure to timely pay any fees or other monies due Active, or if Active believes Client has violated or acted inconsistently with the letter or sprit of this Agreement. Client agrees that any termination of its use of the Services may be effected without prior notice, and acknowledges and agrees that Active may immediately deactivate or delete Client's account and all related content and files related to Client's account and/or bar any further access to such files or Services. Further, Client agrees that Active shall not be liable to Client or any third party for any termination of use of or access to the Services. All provisions of this Agreement that by their nature should survive termination of Client's right to use the Services shall survive (including, without limitation, all limitations of liability, releases, indemnification obligations, disclaimers of warranties and intellectual property protections and licenses).

5.4. Client's Termination for Convenience. Client may elect to terminate this Agreement for its convenience between May 1st and May 31st of each given calendar year that this Agreement remains in effect ("Opt-Out Period") by providing written notice to Active and payment to Active of an Early Termination Fee in the amount of $80,000. Where the Client exercises its termination for convenience right hereunder by providing Active with written notice during the Opt-Out Period for that applicable year, this Agreement shall terminate thirty (30) days from Active's receipt of the Client's notice and payment of the Early Termination Fee. Where no such notice is received by Active during the Opt-Out Period, or such notice is received by Active after the expiration of the Opt-Out Period for that applicable year, then the Agreement shall continue and remain in effect until terminated in accordance with its terms. Notwithstanding anything to the contrary in this Agreement, in the event of a termination for convenience under this Section, Client will pay Active for the Services performed in accordance with the terms and conditions of this Agreement up to and through the date of termination in addition to the Early Termination Fee.

6. GENERAL PROVISIONS.

6.1. Force Majeure. Neither party will incur any liability to the other party on account of any loss, claim, damage, or liability to the extent resulting from any delay or failure to perform all or any part of this Agreement, if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control and without any negligence on the part of the party seeking protection under this subsection, including internet service provider or third party payment delays or failures, acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire, or explosions (collectively "Force Majeure Event"). The party invoking the Force Majeure Event must provide written notice to the other party within 30 days of the Force Majeure Event. The invoking party's time to perform will be extended for a period of time that begins on the date of notice and continues for a period commensurate with the delay so caused.

6.2. Assignment. Active may assign this Agreement and any or all of its rights and obligations herein without Client's approval.Active must provide written notice of assignment to Client as provided in this Agreement within 30 days of the assignment

6.3. Change of Control. Client will cause each Schedule hereunder to be assigned to (a) the purchaser of all or substantially all of Client's assets or equity securities or (b) to any successor by way of merger, consolidation, or other corporate reorganization of Client ((a) and (b) together, a "**Change of Control**"). Client will provide written notice to Active of any proposed or completed Change of Control as soon as permissible and in any event within 5 days of the public announcement or close of the transaction, whichever occurs first. Within the 30 day period following such notice, Active will have the right to immediately terminate each applicable Schedule if Active determines, in its reasonable good faith discretion that the purchaser or assignee is a competitor of Active or a party with whom Active does not want to do business. Client agrees to require that the purchaser or assignee (as outlined in this Section 6.3) agree, in writing, to be bound by the terms and conditions of the Agreement and each applicable Schedule.

6.4. Export; Anti-Bribery. The Products may include encryption software or other encryption technologies that may be controlled for import, transfer, export, or other purposes under Export Laws. Client may not export, re-export, transfer, or re-transfer or assist or facilitate in any manner the export, re-export, transfer, or re-transfer of, or provide access to, any portion of the Products in violation of Export Laws, as determined by the laws under which Client operates, including: (a) to any country

on Canada's Area Control List; (b) to any country subject to U.N. Security Council embargo or action; (c) contrary to Canada's Export Control List Item 5505; (d) to countries subject to U.S. economic sanctions and embargoes; and (e) to persons or entities prohibited from receiving U.S. exports or U.S.-origin items, including, to any person or entity appearing on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List; the Bureau of Industry and Security's Denied Persons List, Entity List, or Unverified List; or the Department of State Debarred List. Client hereby represents and covenants that: (i) Client is eligible to access the Products under Export laws and all other applicable laws; and (ii) Client will import, export, re-export, transfer, or re-transfer the Products to, or use or access the Products in, any country or territory only in accordance with Export Laws and all other applicable laws. Furthermore, Client hereby represents and covenants that, in connection with its respective activities conducted under this Agreement, it will comply with the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act of 2010, as amended, and the Convention on Combating Bribery of Foreign Public Officials and has not, and will not, make or receive, directly or indirectly, any payments or gifts, or offers or promises of payments or gifts or things of value in exchange for anything that may arise out of this Agreement in a manner that would violate these laws and rules or any other applicable anti-corruption or anti-bribery laws or regulations.

6.5. Notices. Any notices required to be given under this Agreement will be in writing sent to the address on file with Active for Client or, in the case of Active, to the address set forth in Section 7 of these General Terms to the attention of Legal Department. Notices will be deemed received the next day if sent via overnight mail or courier with confirmation of receipt, or 3 days after deposited in the mail sent certified or registered.

6.6. Relationship. This Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

6.7. Severability. If any part or provision of this Agreement is held to be unenforceable, illegal, or invalid by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement (including all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the unenforceable, illegal, or invalid provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable, illegal, or invalid provision and this Agreement will be deemed amended accordingly.

6.8. Survival. The following provisions will survive any termination, cancellation, or expiration of this Agreement: Sections 1, 2, 3.2, 3.5, 4, 5.2, 6, and 7 of these General Terms, and such other provisions that should reasonably survive termination, cancellation, or expiration hereof.

6.9. Amendments; No Waiver. No amendment or waiver of any provision of this Agreement will be effective unless it is in writing and signed by both parties.

6.10. Entire Agreement. This Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, agreements, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. All pre-printed terms of any Client purchase order, business processing document, or on-line terms will have no effect. There have been no material representations or statements by any person or party to this Agreement as an inducement for a party hereto to accept this Agreement other than what is expressly set forth in writing herein.

6.11. No Third Party Beneficiaries. This Agreement is for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party, including any employee of a party, any client of a party, or any employee of a client of a party. Notwithstanding the above, the parties acknowledge that all rights and benefits afforded to Active under this Agreement will apply equally to its licensors and suppliers, and the owner of the Third Party Products with respect to the Third Party Products, and such third parties are intended third party beneficiaries of this Agreement, with respect to the Third Party Products as applicable.

6.12. Governing Law and Venue. Except as set forth below, this Agreement will be governed by the laws of the State of Arizona, without giving effect to the conflict of law provisions thereof and as applicable under United States federal law. . Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act will apply to this Agreement. THE PARTIES HERETO IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. Notwithstanding the above, for purposes of this Agreement, certain of the terms and conditions will vary depending on the location of the Client. If a country or term is not specified below, then the Governing Law and Venue set forth above shall apply.

If Client's principal place of business is in:	The governing law is:	The courts having exclusive jurisdiction are:
Canada	Province of British Columbia	Province of British Columbia
United Kingdom, Ireland, Germany, France, or Austria	England	England
Singapore	Singapore	Singapore
New Zealand	England	England
Hong Kong	Hong Kong	Hong Kong
Australia	New South Wales	Sydney, New South Wales
Switzerland	England	England
Denmark	England	England
Netherlands	England	England
Spain	England	England
Sweden	England	England

6.13 Order of Precedence. To the extent any terms and conditions of these General Terms conflict with the terms and conditions of any Product Attachment, the provisions of the Product Attachment will control. To the extent any provision of these General Terms or any Product Attachment conflict with the provisions of a Third Party EULA, the Third Party EULA will control. In the event of a conflict between a Schedule and these General Terms or the applicable Product Attachment, the General Terms or the applicable Product Attachment will control, provided, however, that such standard variable terms such as price, quantity, license scope, payment terms, shipping instructions, and the like will be specified on each Schedule. Further, Client agrees and acknowledges that it shall not itself, or through any Affiliate,

employee, consultant, contractor, agent, or other third party, knowingly amend, alter, or contract away (or seek to amend, alter, or contract away) any of its rights, liabilities, or obligations under this Agreement through any means (including, but not limited to, through any waiver, contract, terms, or communication with End Users (individually and collectively, "Client Terms")). Client agrees and acknowledges that any such amendment, alteration, or contracting away of any such liabilities, or obligations under this Agreement shall be void, and of no force or effect. Active shall bear no liability or obligation to any End User under any Client Terms, and any provision of any Client Terms that is inconsistent with this Agreement, or that expressly, implicitly, or effectively imputes any liability or obligation upon Active to any End User or to any other third party shall be void, and of no force or effect.

6.14 Interpretation. Any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time. The headings and pronouns contained herein are for convenience and ease of reference only and will not affect the construction or interpretation of this Agreement. The word "including" in this Agreement means "including, without limitation." All references to days means calendar days. This Agreement will not be construed in favor of or against a party based on the author of the document.

6.15 Counterparts. These General Terms and each Product Attachment, Schedule, and any exhibits thereto may be executed in one or more counterparts, each of which will constitute an enforceable original of this Agreement, and the parties agree that electronic or digital signatures, as well as pdf scanned copies of signatures, will be as effective and binding as original signatures.

6.16 Remedies Cumulative; Injunctive Relief. All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, in any other agreement between the parties or otherwise. Furthermore, in the event of a breach or threatened breach of the intellectual property obligations in this Agreement, Active, in addition to any and all other rights (at law or in equity) which may be available, will have the right of injunctive relief and other appropriate equitable remedies to restrain any such breach or threatened breach, without the requirement of posting a bond.

6.17 U.S. Government Restricted Rights. The Products are provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (b)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. The Manufacturer is Active Network, LLC or one of its Affiliates or subsidiaries.

6.18 Conflict of Interest. Arizona Revised Statutes sec. 38-511 **applies** to this Agreement**.**

6.19 Insurance.

(a) Insurance Coverage. Active 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 minimum amounts and on the terms set forth in Exhibit C hereto ~~or such other amounts as may be set forth in a Schedule~~. All insurance required hereunder to be carried by Active (as well as any subcontractors or agents) will be with sound and reputable insurers.

(b) Insurance Certificates. Active will provide Client with a copy of all applicable certificates of insurance upon Client's request no more than once per calendar year, including those evidencing that Client has been included as an additional insured to applicable polices where required hereunder. Certificates are to be delivered to Client prior to delivery of the Products and Services hereunder, and annually thereafter, upon at least thirty (30) days prior written notice from Client to Active.

(c) Deleted.

(d) Deleted.

(e) Deleted.

7. DEFINITIONS.

"**Active**" means Active Network, LLC, or, if Client's principal place of business is in Canada, The Active Network, Ltd., together with their Affiliates, with a principal place of business at 5850 Granite Parkway, Suite 1200, Plano, TX 75024.

"**Affiliates**" of a designated corporation, company, partnership, or other entity means all entities which control, are controlled by, or are under common control with the named entity, whether directly or through one or more intermediaries. For purposes of this definition "controlled" and "control" mean ownership of more than 50% of the voting capital stock or other interest having voting rights with respect to the election of the board of directors or similar governing authority.

"**Agreement**" means these General Terms, together with all Product Attachments and Schedules accepted by the parties (as described in the Preamble).

"**Client**" means the individual who accepts this Agreement (as described in the Preamble) and any business entity on behalf of which such individual accepts this Agreement.

"**Documentation**" means the user instructions, release notes, manuals, or on-line help files in the form generally made available by Active, regarding the use of the applicable SaaS or Services, as updated by Active from time to time.

"**Effective Date**" means the date of last signature on page one of this Agreement.

"**Export Laws**" means export control laws and regulations of the countries and/or territories in which Active operates or in which the Products are used, accessed, or from which the Products are provided.

"**Hardware**" means computer hardware, equipment, and/or utilities supplied by Active pursuant to a Schedule.

"**Intellectual Property**" means any and all intellectual property and proprietary rights (in whole or in part) recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed, or recorded, including inventions, technology, patent rights (including patent applications, divisions, and disclosures), copyrights and all works of authorship (whether or not copyrightable), moral rights, trade secrets, trademarks and other indicators of source (and the goodwill associated therewith), service marks, trade dress, logos, methodologies, procedures, processes, know-how, tools, utilities, techniques, protocols, various

concepts, ideas, methods, models, templates, software, source code, algorithms, tools, utilities, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, layouts, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which Active has created, acquired, or otherwise has rights in, and may, in connection with the Products or the performance of Services hereunder, create, employ, provide, modify, create, acquire, or otherwise obtain rights in, and in each case includes any derivative works, alterations, and other modifications using, incorporating, based on, or derived from the foregoing.

"**Maintenance Services**" means the provision of Updates and Upgrades related to the SaaS all as more particularly set out in the applicable Product Attachment and/or Schedule.

"**Preamble**" means the first paragraph of these General Terms.

"**Products**" means, collectively, SaaS, Services, Hardware, and all other services, products, or materials provided by Active to Client under the terms of this Agreement.

"**Professional Services**" means the implementation, site planning, configuration, integration, and deployment of the SaaS, training, project management, or other consulting services.

"**Protected Materials**" means Products, except for Hardware.

"**SaaS**" means (a) the software as a service which is hosted by Active or its hosting providers and which is accessed by Client and its users via the internet; (b) Active's web sites; and (c) associated services, as more fully described in the applicable Product Attachment. SaaS functionality is subject to change from time to time at Active's sole discretion.

"**Services**" means, collectively, (a) Professional Services; (b) Maintenance Services; (c) Support Services; and (d) any other services set forth in a Schedule.

"**Schedule**" means the document, schedule, quote, pricing form, web page, order form, or similar document and the terms and conditions contained therein "accepted" (as described in the Preamble) by the parties that describes order-specific information, such as a description of Products ordered, features, options, license details, and fees.

"**Support Services**" means the provision of technical assistance for SaaS or Hardware as further described in an applicable Product Attachment and/or Schedule.

"**Taxes**" means any and all applicable taxes, including sales, use, excise, withholding, assessments, stamp, transfer, value-added, duties, tariffs, export charges, import charges, and other taxes or assessments (however designated) imposed by any foreign, federal, provincial, state, or local governmental authority upon or applicable to Products arising out of this Agreement, other than those based on Active's net income.

"**Third Party EULA**" means the end user license agreement, if any, that accompanies the Third Party Products, which governs the use of or access by Client to the applicable Third Party Products.

"**Third Party Products**" means those hardware, firmware and/or software products, including updates and enhancements thereto, if any, owned by third parties, together with all user manuals and other documents accompanying the delivery of the Third Party Products.

"**Updates**" means bug fixes, patches, error corrections, minor releases, or modifications or revisions that enhance existing performance of the SaaS that are provided as part of Maintenance Services. Updates exclude Upgrades.

"**Upgrades**" means a new SaaS release that contains major functionality enhancements or improvements; and which is designated by an incremental increase in the release number to the left of the decimal point (by way of example only, release 5.0 designates an Upgrade from release 4.x). Upgrades exclude new products, modules or functionality for which Active generally charges a separate fee.

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Recreation and Membership Management Product Attachment

This document is a "Product Attachment" as defined in the General Terms entered into by Client and Active and is subject to and incorporates by reference the provisions of the General Terms. This Product Attachment is effective as of the date it is "accepted" (in accordance with the Preamble to the General Terms). Any capitalized terms not defined herein have the meaning ascribed to them in the General Terms.

1. SERVICES. Active will provide Services related to events, camps, licenses, classes, tickets, contests, permits, facility/equipment use, transactions, sales, memberships, reservations, donations, and/or activities (together, "**Events**"), including without limitation access to its SaaS. Client agrees to cooperate with Active and to provide Active with certain information relating to Client's organization as necessary for Active to provide the Services and SaaS. SaaS provided hereunder are deemed delivered when access is made available to Client.

2. LICENSE TO INTELLECTUAL PROPERTY/PROMOTION.

2.1. Active hereby grants to Client a limited, non-exclusive, non-transferable, non-sublicensable license during the Term of this Product Attachment (a) to use the SaaS for the purposes of offering, promoting, managing, tracking, and collecting fees in connection with Client's Event(s) solely in accordance with the Agreement and the Schedule, which for purposes hereof will include the support and maintenance handbook applicable to the Products (available for review in the Client portal), as may be updated from time to time, and (b) to display, reproduce, distribute, and transmit in digital form Active's name and logo solely for the purposes set forth in this Section 2. Client hereby grants to Active a limited license to use information provided by Client relating to Client's organization and Event, which may include content regarding the Event, Client's organization's name, trademarks, service marks, and logo (collectively, the "**Marks**"), in connection with the promotion of Client's organization or Events and the Services that Active provides.

2.2. Client will make reasonable efforts to promote and encourage the use and availability of the SaaS in connection with the promotion of Events. During the Term of this Product Attachment, Active will be the sole and exclusive provider of registration software and other services similar to the SaaS and Services provided to Client hereunder for all of Client's Events for which registration begins during the Term of this Product Attachment until the Event occurs. For clarity, if an Event occurs after this Agreement is terminated, other than for Active's uncured material breach, and registration for such Event begins during the Term of this Agreement, then Active SaaS shall be used. Client expressly understands and agrees that the exclusivity set forth in this Section 2.2**Error! Reference source not found.** is consideration in exchange for the pricing and other benefits being provided to Client hereunder. Without limiting the foregoing, Client will not enter into any agreement, arrangement, or relationship with any other party that offers online registration or transaction processing services similar to the SaaS provided to Client hereunder.

2.3. Active may present commerce offers to users who register for, sign up, or otherwise use the SaaS in connection with the Events ("**End Users**"). Any such End Users may opt in to receive information, items, or promotions/deals from Active or third parties, in which case, Active or such third party will be responsible for fulfillment and providing customer service for any such offers. Client will not present any competing offers to End Users.

3. INFORMATION COLLECTION.

3.1. Active collects certain information from End Users, individuals, and/or Licensees as part of the registration process for Events (collectively, "**Participant Information**"). Client may login to Active's data management system to access the Participant Information. Client is responsible for the security of its login information and for the use or misuse of such information. Client will immediately disable a user's access who is using the SaaS on its behalf or notify Active in writing if any such user is no longer authorized or is using such information without Client's consent. Active may rely, without independent verification, on such notice, and Client, inclusive of Client's parent, subsidiaries, and affiliated entities, as applicable, and each of their respective officers, directors, managers, shareholders, owners, agents, employees, contractors, and representatives, to the extent not prohibited by law, covenant not to sue and agree to defend, indemnify, and hold harmless Active from any claims arising from Active providing, denying, suspending, or modifying access to or use of the SaaS and Services of any individual as directed by Client or by someone who Active reasonably, under the circumstances, believes is authorized to act on behalf of Client. In the event of any dispute between two or more parties as to account ownership, Client agrees that Active will be the sole arbiter of such dispute in its sole discretion and that Active's decision (which may include termination or suspension of any account subject to dispute) will be final and binding on all parties. Client agrees not to use the SaaS or Services to collect or elicit (a) any special categories of data (as defined in the General Data Protection Regulation, as may be amended from time to time), including, but not limited to, data revealing racial or ethnic origin, political opinions, religious or other beliefs, trade-union membership, as well as personal data concerning health or sexual life or criminal convictions other than as expressly directed by Active, and in such event, only in pre-defined fields within the SaaS that are intended for that purpose; or (b) credit card information other than in pre-defined fields within the SaaS that are intended for that purpose.

3.2. Both parties agree to use the Participant Information in compliance with (a) all applicable laws, rules and regulations, including, without limitation, those governing privacy and personal information (e.g., by including an appropriate CAN-SPAM Act and Canadian Anti-Spam Legislation opt out mechanism in email communications) and the use of credit card data (e.g., using credit card information only for purposes authorized by the cardholder); (b) applicable credit card network rules and Payment Card Industry Data Security Standards; and (c) Active's privacy policy, as published on its website or otherwise provided by Active from time to time.

4. FEES.

4.1. Client will pay the fees as more fully described in the applicable Schedule. Unless otherwise set forth in the applicable Schedule, Active will charge registration fees to individuals who register for the Events or purchase goods or services online, and will process and collect such fees as a payment facilitator according to the card networks. On a bi-weekly basis, unless otherwise set forth in the applicable Schedule, Active will pay Client sums due to Client based on the total fees collected, net of Active's service fees as set forth in the applicable Schedule and any other deductions provided herein. The applicable currency will be set forth in the Schedule.

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4.2. Any minimum volume commitment will be set forth in the applicable Schedule. The minimum volume calculation will begin on the date of the first live operational use of the SaaS for the Event(s) ("**Go-Live Date**"). If the Schedule indicates that Client is paying on a subscription basis, Client will be invoiced for the first month of subscription fees upon the Go-Live Date, with subsequent subscription fees being invoiced monthly.

4.3. If (a) there are any overdue or overage amounts owed by Client; or (b) there are returned charges or items, including those resulting from any error or complaint related to an Event, Active has the right to charge fees owed to Active by Client by issuing an invoice, or by offsetting the deficiency from any account balance Client maintains with Active or any payment Active owes Client.

4.4. In the event Client is entering into this Product Attachment and using the Services and/or SaaS for the benefit of a third-party Event or organization ("**Third Party Recipient**"), Client agrees that Active can remit amounts directly to the Third Party Recipient identified by Client. In addition, Client will cause each Third Party Recipient to agree to and comply with provisions that are at least as protective of Active as Sections 3 and 4 of the General Terms in Client's agreement with such Third Party Recipient. Should Client fail to obtain such agreement to such provisions and the failure results in costs or damages to Active, to the extent not prohibited by law, Client agrees to defend, indemnify, and hold Active harmless from any such costs and damages, including, without limitation, reasonable attorneys' fees. In addition, Client is responsible and liable for each Third Party Recipient's compliance with the terms and conditions of the Agreement.

4.5. It is Client's responsibility to notify End Users of Client's refund policy. Client must ensure that Client's refund policies are consistent with the Agreement. Client agrees that all fees for a given Event are earned by Client only following either the conclusion or delivery of the applicable Event (as applicable) and all amounts ultimately due to Client will be net of all service fees, reversals, refunds, disputed charges, chargebacks and other deductions whether due to customer complaints, allegations of fraud, discrepancies related to the applicable Event or otherwise. No payments will be made to Client with respect to any Event that is cancelled. If payments have already been made by Active to Client for a cancelled Event or if Active reasonably determines that it is prudent or otherwise necessary to pay a refund to or honor a chargeback request from an End User, Active may issue an invoice or offset an equivalent amount from Client's account or payment owed by Active to Client and return the value to the End User, and if sufficient funds are not available, Client must reimburse Active on demand. Active will notify Client of the reason for such offset provided that it is lawful to do so.

5. TERM AND TERMINATION.

5.1. Unless otherwise set forth in the applicable Schedule, this Product Attachment will commence on the Effective Date and will continue in effect until the earlier to occur of (i) its termination in accordance with the terms and conditions below and (ii) the third anniversary of the Effective Date (the "**Initial Term**"). This Product Attachment shall renew following the Initial Term for subsequent renewal terms thereafter of two (2) years (the "**Renewal Term(s)**", and, together with the Initial Term, the "**Term**") by mutual written agreement of the Parties. In no event shall the Initial Term and Renewal Term(s) of the Agreement exceed five (5) years. Unless otherwise set forth in the applicable Schedule, to the extent that Client enters into a Schedule for additional Services and/or SaaS that are related to or interoperable with Services or SaaS set forth in a previously entered into Schedule, the Term of such subsequent Schedule will be concurrent and coterminous with the Term of the previously entered into Schedule.

5.2. If Client has entered into a sub-merchant agreement for payment processing services, and such agreement is terminated by the applicable acquiring bank, Active may terminate this Product Attachment and the effected Schedule.

6. NON-APPROPRIATION.

Client's obligations and all amounts payable hereunder are contingent upon sufficient appropriations therefore by Client's Governing Body. If sufficient appropriations are not made, Client will notify Active of the same, and this Agreement will terminate forthwith. Client represents that it intends to fulfill its obligations under this Agreement and reasonably believes that funds in amounts sufficient to fulfill these obligations lawfully can and will be appropriated and made available for this purpose. In the event funds are not appropriated in amounts sufficient to fulfill these obligations, Client shall use its best efforts to satisfy any requirement for payment from any other source of funds legally available for this purpose. Notwithstanding the foregoing, Client shall notify Active within ten (10) days of any action by Client's governing body not to appropriate funds for payment of Client's obligations hereunder, and will provide with such notice a copy of the resolution, minutes or recording of such action.

7. MISCELLANEOUS.

7.1. Sections **Error! Reference source not found.** and 7 of this Product Attachment and any fees owed by Client will survive any termination or expiration of the Agreement.

7.2. The "**Liquidated Damage Amount**" equals the "Annual Projected Contract Value" (to the extent such amount is specified in the applicable Schedule(s)) times the number of years in the then-current Term, minus the amount of revenue already paid to Active during the then-current Term, net of all refunds, credit card chargebacks, and all other deducted amounts. Client agrees that (a) it will pay Liquidated Damages to Active if (i) Client breaches its exclusivity obligations under Section 2.2 of this Product Attachment; (ii) Active terminates a Schedule and/or the Agreement in accordance with Section 5.2 of the General Terms; (iii) Client fails to cause an assignment as specified in Section 6.2 of the General Terms; and/or (iv) Active terminates a Schedule and/or the Agreement pursuant to Section 6.3 of the General Terms; (b) all Liquidated Damage Amounts set forth in the Agreement will automatically reset during each Renewal Term; (c) Active may offset any Liquidated Damages Amount set forth in the Agreement from any account balance Client maintains with Active or any payment Active owes Client; (d) because of the difficulty in making a precise determination of actual damages incurred by Active, the Liquidated Damage Amount will be assessed, not as a penalty, but as a reasonable approximation of costs incurred by Active and Active's loss of revenue; and (e) that in any suit or other action or proceeding involving the assessment or recovery of

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liquidated damages, the reasonableness of the Liquidated Damage Amount will be presumed and the liquidated damages assessed will be in addition to every other remedy now or hereinafter enforceable at law, in equity, by statute, or under the Agreement.

8. CLIENT DATA.

8.1. As used in this Agreement, "Client Data" means information obtained from Client that is not generally available to the public, including business, administrative and financial data, intellectual property and personnel data. Except as specifically provided in this Agreement, Active or its subcontractors must not divulge Client Data to any third party without the Client's prior written consent. Active or its subcontractors must not use the Client Data for any purposes except to perform the services required under this Agreement. For the avoidance of doubt, these prohibitions do not apply to the following data: (a) data which was known to Active or its subcontractors prior to its performance under this Agreement (unless such data was acquired in connection with work performed for the Client and otherwise meets the definition of Client Data); or (b) data which was acquired by Active or its subcontractors in its performance under this Agreement and which was disclosed to Active or its subcontractors by a third party, who to the best of Active's or its subcontractors knowledge and belief, had the legal right to make such disclosure and Active 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 Active or its subcontractors are subject. Moreover, for the avoidance of doubt, nothing in this paragraph shall be interpreted to prohibit Active or its subcontractors from sharing Client Data with attorneys or other service providers subject to a professional obligation of secrecy where such disclosures are necessary for the establishment, defense, or prosecution of legal claims, with or without prior notice to or consent from the Client.

8.2. In the event Active or its subcontractors are required or requested to disclose Client Data to a third party other than an attorney or other professional services provider as contemplated by the last sentence of Section 8.1, Active must first notify the Client as set forth in this Section of the request or demand for the Client Data. Active or its subcontractors must give the Client sufficient facts so that the Client can be given an opportunity to first give its consent or take such action that the Client may deem appropriate to protect such Client Data from disclosure.

8.3. Active will, at Client's request, deliver to Client a file containing Client Data for download in a commercially-reasonable standard format, such as comma separated value (.csv) or extensible markup language (.xml), along with attachments in their native format as stored by Active, within a reasonable time upon Active's receipt of Client's written notice requesting the same made not more than thirty (30) days after the termination of this Agreement for any reason. Upon conclusion of thirty (30) days, inclusive, after termination of this Agreement for any reason, Active will have no obligation to maintain or provide such Client Data to Client and Active shall thereafter delete all Client Data in Active systems or otherwise in Active's possession or under Active's control. If requested by Client, Active will certify that it has returned or destroyed all copies of the applicable Client Data using commercially reasonable measures and acknowledges that its rights to use the same are relinquished.

8.4. Client Data, whether electronic format or hard copy, must be secured and protected with reasonable measures at all times by Active and any of its subcontractors. When Active no longer needs City Data to accomplish the purpose for which it was collected, or to satisfy any legally applicable retention requirements, Active must redact or destroy the Client Data through appropriate and secure methods that ensure the Client Data cannot be viewed, accessed, or reconstructed.

8.5. In the event of a Security Breach involving Active's systems and Client Data, Active will notify Client without undue delay following its internal confirmation that such Client Data has been involved in a Security Breach, provided that such notification will not conflict with or compromise Active's efforts to (i) cooperate with law enforcement, (ii) protect Client Data or confidential information belonging to Active or any third party, or (iii) remediate and/or mitigate the Security Breach and further provided that Active will notify Client at the same time Active notifies other similarly situated and similarly impacted customers. "Security Breach" means (i) any unauthorized use of, loss of, access to or disclosure of, Client Data; provided that an incidental disclosure of or incidental access to Client Data by Active or its authorized parties, where no reasonable suspicion exists that such disclosure or access involves theft, or is fraudulent, criminal or malicious in nature, shall not be considered a "Security Breach" hereunder.

8.6. Back Up Scheduling. Commencing on the Go Live Date and continuing for the remainder of the term of the Agreement, Active, or its subcontractors will provide and administer a backup solution for the Client in order to facilitate data recovery by backing up the Client Data (including, but not limited to, an off-line "snap-shot" of the database being used to store Client Data) at the end of each business day. The backup solution will allow for the following with respect to the Client Data :

- Allow Client Data recoverability daily for the prior two weeks backups;
- Allow Client Data recoverability weekly for the previous calendar month; and
- Allow Client Data recoverability monthly for six (6) previous months

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Contract # 4561

THIRD PARTY HARDWARE PRODUCT ATTACHMENT

This document is a "Product Attachment" as defined in the General Terms entered into by Client and Active and is subject to and incorporates by reference the provisions of the General Terms. This Product Attachment is effective as of the date it is "accepted" (in accordance with the Preamble to the General Terms). Any capitalized terms not defined herein have the meaning ascribed to them in the General Terms.

1. PURCHASE AND SALE; DELIVERY.

1.1 Active hereby agrees to sell to Client, and Client hereby agrees to purchase from Active, the Third Party Products listed in the applicable Schedule in the volumes and at the prices described therein. For purposes of this Product Attachment, "**Third Party Products**" means those hardware, firmware and/or software products, provided to Active by third parties, listed in the Schedule, together with all user manuals and other documents accompanying the delivery of the Third Party Products, provided that the Third Party Products shall not include Products developed by Active.

1.2 Active will ship all or any part of the Third Party Products to Client as soon as reasonably practicable (or, if the below-described purchase order documentation does not seek immediate shipping, at the time Active considers reasonable in order to meet the desired delivery date described) after receipt by Active of a purchase order from Client specifying the particular Third Party Products sought, the number of such Third Party Products sought, the price payable therefore, and the desired date and location of delivery thereof. Any such purchase order must, at a minimum, reference quantity, description and price.

1.3 Following delivery by Client of any purchase order documentation described in Section 1.2, no changes by Client to the shipment schedule described therein will be permitted unless Active is notified thereof in writing at least ninety (90) days in advance of the delivery date sought in such purchase order documentation.

1.4 Purchase orders delivered by Client to Active in respect of Third Party Products are not binding upon Active until accepted by Active in writing. In any case, despite any indication to the contrary contained in any such purchase order documentation, no terms or conditions on purchase order documentation issued by Client, other than the information required by Active as set forth expressly in this Agreement, will be binding upon Active, nor will any such terms or conditions modify or supplement this Agreement in any way, notwithstanding the fact that Active may accept or otherwise approve such purchase orders. Active reserves the right to refuse any such purchase order for any reason not contrary to this Agreement, including without limitation pricing differences as described in Section 2.2.

1.5 Client may purchase Third Party Products in addition to those listed in the Schedule by issuing additional purchase order documentation as described herein, provided that the supply (or non-supply) of such additional Third Party Products will be subject to this Agreement as though such additional Third Party Products had been included in the Schedule on the date of execution of Schedule subject to the following: (a) the price for such additional Third Party Products is subject to agreement between the parties each in their own absolute discretion, and (b) Active shall have the right to discontinue delivery of such additional Third Party Products upon at least ninety (90) days written notice to Client without any liability to Client whatsoever for such discontinuance.

2. CHARGES AND PAYMENTS.

2.2 The pricing applicable to Third Party Products is as set out in the Schedule in the form finally agreed to by the Parties.

2.2 Client acknowledges that: (a) the prices described in the Schedule are applicable for thirty (30) days after the date of execution hereof, and such prices are based upon Client taking delivery of the full number of any particular Third Party Product listed in the Schedule in a single shipment; and (b) Client hereby agrees that after the expiry of such initial thirty (30) day period or, in case of Client seeking, in a particular shipment, delivery of less than all of the Third Party Products of a particular type listed the Schedule, the actual prices may be higher. Prior to shipment of any Third Party Products that would be subject to pricing that differs from that described in the Schedule, Active will notify Client of any such different pricing and Client will accept such different pricing, as mutually agreed between Client and Active, in writing.

3. SUPPORT FOR THIRD PARTY PRODUCTS. For the purpose of isolating support issues and responsibility in respect of Third Party Products and their interaction with any Products, Active will provide initial first-tier support, to a maximum of fifteen (15) minutes per support inquiry.

4. PROPRIETARY RIGHTS.

4.1 Client acknowledges that any Third Party Products supplied by Active hereunder are supplied by Active as a reseller thereof and that the Third Party Products are subject to the Intellectual Property rights of the various third party developers and/or manufacturers thereof, as applicable, including without limitation copyright, trade secret, trademark, and patent rights. Client will maintain in confidence and not use or disclose any and all confidential business or technical information connected with any Third Party Product except as specifically permitted by a party having legal control of such rights, and Client will defend or settle any claim made or any suit or proceeding brought against Active insofar as such claim, suit, or proceeding is based on an allegation that any Third Party Product provided to Client hereunder has been installed, used, or otherwise treated by Client or any client or customer of Client in violation of the proprietary rights of any third party or on an allegation that Client or any client or customer of Client has disclosed or used any confidential business or technical information connected with any Third Party Product, provided that Active will notify Client in writing promptly after the claim, suit, or proceeding is known to Active and will give Client such information and assistance as is reasonable in the circumstances. Client will have sole authority to defend or settle any such claim at Client's expense. To the extent not prohibited by law, Client will indemnify and hold Active harmless from and against any and all such claims and will pay all damages and costs finally agreed to be paid in settlement of such claim, suit or proceeding.

4.2 Client acknowledges that the possession, installation and use of all Third Party Products which are software shall be governed by the terms of the software license(s) of the persons other than Active who possess the rights to control such possession, installation and use.

5. WARRANTY.

5.1 Active warrants to Client that Active has the right to deliver the Third Party Products subject to any documentation accompanying such Third Party Products at the time of delivery and/or any licensing mechanisms, physical, electronic or otherwise, included in any Third Party Products that are software.

5.2 Third Party Products are warranted by the manufacturers, suppliers or licensors thereof in accordance with the warranty statements accompanying delivery of the Third Party Products, and Client agrees that Client will rely solely on such Third Party Product warranties. Client agrees not to make a claim against Active on account of any warranty, express or implied, which may apply to any Third Party Product. If Client notifies Active of a defect or nonconformity within thirty (30) days of the date of delivery of such Third Party Product, Active will assist Client in troubleshooting such Third Party Product in accordance with Section 3. If such defect or

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nonconformity cannot be remedied during such troubleshooting and such Third Party Product is still under the Third Party Product warranty, Active shall contact the applicable manufacturer, supplier or licensor of such Third Party Product to coordinate any returns or refunds. If a notice of a defect or nonconformity is received by Active from Client of the defect or nonconformity following the initial thirty-day (30) period, Active's sole obligation and liability will be to provide support in accordance with Section 3. Returns and refunds are at the sole discretion of the applicable manufacturer, supplier or licensor.

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EXHIBIT A
SERVICE LEVEL AGREEMENT

AVAILABILITY/UPTIME OF THE SOFTWARE

1. **Service Level Commitment**. The Software will have an Actual Uptime greater than or equal to 99.5% of the total possible minutes of system availability of the Software during each calendar month.

2. **Definitions**. Capitalized terms are defined below, unless otherwise defined within the body of the Agreement, the applicable Attachment, or Schedule.

2.1 "Actual Uptime" means, with respect to a particular calendar month, the percentage derived by dividing the total possible minutes of system availability of the Software during such month ("x") minus the total minutes of Downtime during such month ("y"), divided by the total possible minutes of system availability of the Software during such month ("x"), expressed as follows:

$$\text{Actual Uptime} = \left[\left(\frac{x-y}{x}\right)*100\right] \geq 99.5\%$$

2.2 "Downtime" means sustained Unavailability for 15 or more consecutive minutes, unless the Unavailability is the result of an Excused Outage.

2.3 "Emergency Maintenance" means maintenance performed by Active that occurs outside of the Regularly Scheduled Maintenance Period and Non-Regularly Scheduled Maintenance.

2.4 "Excused Outage" means an interruption of Client's use of the Software as a result of Regularly Scheduled Maintenance, Non-Regularly Scheduled Maintenance, Emergency Maintenance, Client's changes to Client's environment, Client's deferral or denial of Active's reasonable request that would otherwise prevent performance issues or system damage, outages caused by Client or Client's users, telecommunications or Internet services outages, software or hardware not provided and controlled by Active (including third party software or sites that are accessed or linked through the Software), or outages caused by circumstances beyond Active's reasonable control, including, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems or denial-of-service attacks.

2.5 "Monthly invoiced service charges" are the charges invoiced for the month in which the failure of availability occurred.

2.6 "Non-Regularly Scheduled Maintenance" means maintenance performed by Active outside of the Regularly Scheduled Maintenance Period for which Active will endeavor to provide Client with at least twenty-four (24) hours prior written notification.

2.7 "Regularly Scheduled Maintenance" means the amount of Downtime resulting from maintenance performed during the Regularly Scheduled Maintenance Period.

2.8 "Regularly Scheduled Maintenance Period" means the time period that Active reserves for Scheduled Maintenance, which will occur outside of Client's normal business hours.

2.9 "Unavailability" means that Client's users are not able to complete transactions using the Software.

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EXHIBIT B
PLATFORM SERVICE LEVEL REMEDIES

Should Active fail to maintain availability of the hosted Software (for these remedy purposes the hosted Software is limited to the production system software, database, telecommunications and information technology infrastructure Active hosts and operates for Client) as set forth in Table A below in a calendar month, Client may continue to use the hosted Software but receive a service credit as specified in Table A.

The remedies described in this paragraph shall be the sole remedies available to Client for breach of this SLA.

1. **Availability**. Active shall make the hosted Software available 99.5% of the time, except as provided below. Availability will be calculated per calendar month, as follows, where:
   a. total means the total number of minutes in the calendar month;
   b. non-excluded means non-availability that is not excluded; and
   c. excluded means:
      1) Any planned non-availability of which Active gives twenty-four (24) or more hours' notice. Active will use commercially reasonable efforts to schedule all planned non-availability during the hours from 6:00 p.m. Friday to 3:00 a.m. Monday, U.S. Pacific Time.
      2) Any period of unavailability lasting less than fifteen (15) minutes.
      3) Any unavailability caused by circumstances beyond TAN's reasonable control, including, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Active employees), denial-of-service attacks, or third-party Internet service provider failures or delays.

2. Should Active fail to make the hosted Software available as set forth in Section 1 above in a calendar month, Client may continue to use the hosted Software but receive a refund as identified in Table A.

"Monthly invoiced service charges" are the charges invoiced for the month in which the failure of availability occurred.

Table A - Platform Service Levels Agreement

Availability%	**SLA Remedies**
Less than or equal to 99.50%	None
Between 99.49 and 98.00 %	5% of Monthly Invoiced Service Charges
Between 97.99 and 97.00 %	10% of Monthly Invoiced Service Charges
Less than 97.00 %	15% of Monthly Invoiced Service Charges

3. **Reporting, Claims and Notices**. To facilitate Client's claim to a remedy under this SLA, Client shall notify the Active Account Manager of the Client's request to obtain any credits against Monthly Invoiced Service Charges.

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EXHIBIT C
INSURANCE REQUIREMENTS

A. Minimum Scope and Limits of Insurance: Active must provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form
Said insurance must also include coverage for products completed operations, , personal injury, property damage, and advertising injury.

Products – Completed Operations Aggregate	$4,000,000
Each Occurrence	$2,000,000

The limits set forth immediately above may be satisfied through any combination of primary insurance and umbrella liability insurance. The policy must be endorsed to include the following as additional insured: "The City of Chandler, its agents, representatives, officers, directors, officials, employees, and volunteers shall be included as an additional insured with respect to liability arising out of the activities performed by Active." 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.

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, Active agrees to provide the following insurance coverage and limits of coverage as part of this Agreement.

For Service Contracts over $500,001 minimum limits:

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, Active 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, Active 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, Active shall maintain such insurance for an additional period of three (3) years following termination of the Agreement. If Active 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 Active 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.

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B. Additional Insurance Requirements: The policies must contain, or be endorsed to contain, the following provisions: Active's insurance coverage must be primary insurance and non-contributory with respect to the obligations that Active has undertaken under this Agreement. The policies must contain a severability of interest clause and waiver of subrogation against the Client, its officers, officials, agents, volunteers, and employees, for losses arising from work performed by Active 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 Client except for non-payment of premium for which a ten (10) day notice will be provided. 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
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. Client in no way warrants that the above-required minimum insurer rating is sufficient to protect Active from potential insurer insolvency.

E. Verification of Coverage: Active must furnish Client with certificates of insurance (ACORD form or equivalent approved by Client) 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 Client 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.

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, but not unreasonably withheld. Such action will not require a formal contract amendment but may be made by administrative action.

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Schedule

Company Address	5850 Granite Parkway, Suite 1200 Plano, TX 75024 US	Created Date	10/6/2023
		Quote Number	00130964
		Currency	USD
Prepared By	Sharon Kramer	Contact Name	Joshua Adams
Opportunity Owner	Scott Yeske	Phone	4807822906
Owner Email	scott.yeske@activenetwork.com	Email	joshua.adams@chandleraz.gov
Bill To Name	City of Chandler Parks and Recreation	Ship To Contact	Joshua Adams
Bill To Contact	Joshua Adams	Ship To Address	745 E. Germann Rd Attn: Joshua Adams Chandler, AZ 85286 United States
Bill To Address	Attn: Joshua Adams PO Box 4008, MS 502 CHANDLER, AZ 85244 United States		

Product	Product Type	Description	Quantity	Fee %	Total Price
ACTIVENet - Staff Interface - Payment Processing Fee - Credit Card	SaaS	Rates for organizations between $1,500,000 to $8,000,000 in annual revenue through ACTIVE Net.	1	3.00	
ACTIVENet - Staff Interface - Payment Processing Fee - Electronic Cheque/Check Processing	SaaS		1	0.50	
ACTIVENet - Staff Interface - Technology Fee	SaaS	Rates for organizations between $1,500,000 to $8,000,000 in annual revenue through ACTIVE Net.	1	2.00	
ACTIVENet - Public Interface - Online Transaction Fee	SaaS	Rates for organizations between $1,500,000 to $8,000,000 in annual revenue through ACTIVE Net.	1	5.00	
ACTIVENet - Public Interface Fee Set up - absorbed by client	SaaS		1		
ACTIVENet - credit card refunds - flat fee	SaaS		1		0.10
ACTIVENet - ACH Remittance- Every 2 weeks	Service	ACTIVENet - ACH Remittance- Every 2 weeks	1		
ACTIVENet - SaaS					
ACTIVENet - Technical Services: 3rd Party Payment Processing	Service	ACTIVE Net Technical Services: 3rd Party Processing consists of the following Services: remote configuration, testing & training This 3rd Party Payment Processing service is intended to be repurposed for onboarding Chandler onto ACTIVENet's payment processing via GP/Heartland	1		1,400.00
ACTIVENet - Functionality: Program & Activity Registration	SaaS	ACTIVENet - Functionality: Program & Activity Registration	1		
ACTIVENet - Public Access	SaaS		1		
ACTIVENet - Functionality: FlexReg	SaaS	ACTIVENet - Functionality: FlexReg	1		
ACTIVENet - Functionality: League Management	SaaS		1		
ACTIVENet - Functionality: Facilities	SaaS	ACTIVENet - Functionality: Facilities	1		
ACTIVENet - Functionality: Memberships	SaaS		1		
ACTIVENet - Functionality: POS (Point-of-sale)	SaaS	ACTIVENet - Functionality: POS (Point-of-sale)	1		
ACTIVENet - Functionality: Childcare	SaaS		1		
ACTIVENet - Functionality: Donations & Fundraising	SaaS	ACTIVENet - Functionality: Donations & Fundraising	1		
ACTIVENet - Gateway API Preferred Partner	SaaS		1		
ACTIVENet - Verifone T650C RM Payment Device	Hardware	ACTIVENet – VeriFone T650C RM Payment Device	12		5,814.00

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Schedule

Total Price	USD 7,214.00
Annual Projected Contract Value	USD 158,720.00

Active reserves the right and may take additional measures to verify Client's account which may consist of reviewing publicly available data and/ confirmation of Client provided information. Such verification measures will be completed in advance of remittance.

All fees described herein are in consideration of the Products that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agree not to impose such a surcharge on any End User.

The payment options we offer may include MasterCard, Visa, American Express and Discover.

If your order includes hardware, please note that all hardware orders have a 30-day return policy, and it is recommended that you inspect your purchases upon delivery.

*Sales tax and shipping not included in total price. Sales tax and shipping, where applicable, will be added to your invoice.

Capitalized terms used in this Schedule and not defined have the meaning set forth in the General Terms or Product Terms, as applicable.

Attachment: Heartland Merchant Processing and Equipment Agreement Packet

Quote Acceptance Information

Signature: _____

Printed Name: _____

Title: _____

Date: _____

PO# (if applicable): _____

Active Network, LLC

Signature: Kevin Farmer

Name: Kevin Farmer

Title: Vice President of Sales

Date: October 19, 2023

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

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Heartland

Merchant Processing Agreement
Card Acceptance Policies | Procedures | Terms & Conditions

Welcome to Heartland Payment Systems®

Thank you for selecting Heartland Payment Systems® as your payments processor and welcome to the Heartland family!

We look forward to bringing you worry-free payments processing, processing your payments quickly, efficiently and accurately and providing full and honest disclosure with easy-to-read statements so you can focus on what really matters most: improving and growing your business.

Heartland Payment Systems believes in fairness and transparency in credit and debit card processing. That's why we developed and adhere to The Merchant Bill of Rights®, a public advocacy initiative that educates business owners about the complexities of card processing and managing the associated costs.

The Merchant Bill of Rights calls for:

1. The right to know the fee for every transaction and who's charging it.
2. The right to know the markup on Visa®, MasterCard®, American Express® and Discover Network® fee increases.
3. The right to know all Visa, MasterCard, American Express and Discover fee reductions.
4. The right to know all transaction middlemen.
5. The right to know all surcharges and bill-backs.
6. The right to a dedicated local service representative.
7. The right to encrypted card numbers and secure transactions.
8. The right to real-time fraud and transaction monitoring.
9. The right to reasonable equipment costs.
10. The right to live customer support 24/7/365.

To learn more, visit MerchantBillOfRights.com

By using equipment or services by Heartland Payment Systems, you (the merchant) acknowledge you have reviewed and understand the policies, procedures, terms and conditions outlined in this document, and further agree the information you supplied to obtain such services is, and remains, accurate.

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Merchant Processing Agreement

PLEASE READ SECTION 17 ("DISPUTE RESOLUTION") CAREFULLY AS IT RELATES TO ARBITRATION AND CLASS ACTIONS

The following are the Terms & Conditions of the Merchant Processing Agreement ("Agreement"):

1. Services

1.1 Merchant agrees that, during the Term of this Agreement, Heartland Payment Systems, LLC ("HPS®" or "Heartland") shall be the exclusive provider of the types of services received hereunder, including for all electronic payments processing, for Merchant and each of its Locations, and it will not use the services of any bank, corporation, entity or any other person other than HPS for the processing of bankcard Transactions, unless otherwise approved by HPS.

1.2 Merchant acknowledges and agrees that HPS may provide payment processing services hereunder through the Card Schemes and contracts or subcontracts with third parties engaged in the business of processing and Authorization, and specifically authorizes such third parties, including the Card Schemes, to exercise all of the rights of HPS hereunder, including but not limited to, the rights under Section 4.18 to debit Merchant's Account for all fees, costs, charges, and other liabilities. Upon request in writing by Merchant, HPS will identify the third parties involved in Merchant's processing.

1.3 Merchant agrees that it:
(a) shall comply with the Rules and this Agreement;
(b) shall cause, to the extent applicable, each of its Locations and Third Party Agents to comply with the Rules and this Agreement; and
(c) is responsible for any non-compliance by its Locations and/or Third Party Agents.

2. Definitions

2.1 **"ACH"** means the Automated Clearing House service offered by the Federal Reserve.

2.2 **"Agreement"** means this Merchant Processing Agreement and the Merchant Application as may be amended from time to time and any product-specific addenda executed by the parties for additional services. It includes the application submitted and executed by the Merchant and HPS.

2.3 **"Authorization"** means the act of attempting to obtain an approval from the Card Issuer for an individual Transaction or an EBT Transaction.

2.4 **"Card"** means:
(a) a valid credit, debit, charge or payment card in the form issued under license from a Card Scheme; or
(b) any other valid credit, debit, charge or payment card accepted by Merchant under this Agreement with HPS.

2.5 **"Cardholder"** means the person or Card member whose name is embossed upon the face of the Card.

2.6 **"Card Issuer"** means the financial institution or company that has provided a Card to the Cardholder.

2.7 **"Card-Not-Present Transaction"** means any Transaction for which required data is not electronically captured by reading information encoded in or on the Card and includes without limitation mail order, telephone order and Internet Transactions.

2.8 **"Card Schemes" used interchangeably with Card Brands** means VISA U.S.A., Inc., VISA International, Inc., MasterCard International, Inc., Discover Financial Services, American Express Travel Related Services Company, Inc., PayPal® or any other payment network, as well as any other Card Issuer that provides Cards that are accepted by Merchant under this Agreement with HPS and, with respect to on-line debit Card Transactions the on-line Debit Networks.

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2.9 **"Card Swipe"** means the electronic capture of a Card's magnetic stripe data or microprocessor chip by point of sale equipment or other electronic payment device at the time of Transaction, and the inclusion of that data with the electronic submission of the Transaction.

2.10 **"Chargeback"** means the procedure by which a Transaction (or disputed portion thereof) is disputed by a Cardholder or Card Issuer or returned to HPS by a Card Issuer, for any reason.

2.11 **"Credit Voucher"** means a document or Transaction executed by Merchant evidencing any refund or price adjustment relating to products or services to be credited to a Cardholder account.

2.12 **"Debit Networks"** means the Authorization networks utilized by Merchant for PIN debit Transactions.

2.13 **"Discount"** means the fee paid by Merchant to HPS expressed as a percentage of the Transaction amounts processed by HPS.

2.14 **"EBT"** has the meaning assigned to it in Section 5.14.

2.15 **"EBT Transaction"** means any retail sale of Products, from a Merchant for which the customer makes payment using an EBT Card presented to HPS for payment.

2.16 **"EMV Card"** refers to a form of smart payment card with technical standards originally created by Europay, MasterCard and Visa (EMV) embedded with a microprocessor chip containing encrypted Cardholder account information, which is readable by an EMV-enabled device. An EMV Card may be used by: (1) inserting it into a card reader that is integrated with a point of sale system; or (2) by tapping it against a point of sale device's contactless reader. Visit http://www.emv-connection.com/ for more information on EMV.

2.17 **"EMV Transaction"** means the electronic acceptance of an EMV Card's microprocessor chip data by point of sale equipment or other electronic payment device at the time of the Transaction, and the inclusion of that data with the electronic submission of the Transaction.

2.18 **"HPS"** means collectively Heartland Payment Systems, LLC, a registered Independent Sales Organization (ISO) of Member Sponsor Banks, and a subsidiary of Global Payments Inc.

2.19 **"Imprint"** means:
(a) a physical impression of a Card on a Sales Draft manually obtained through the use of an imprinter; or
(b) the electronic equivalent obtained by swiping, inserting or tapping a Card using equipment and electronically printing a Sales Draft.

2.20 **"Internet Merchant"** means a Merchant that accepts Transactions electronically via the World Wide Web (www).

2.21 **"Locations"** means an entity that receives Authorization and settlement from or through Merchant pursuant to a contractual arrangement with Merchant; including Merchant-owned Locations and Locations owned by third parties for whom Merchant assumes complete responsibility, including but not limited to licensees, franchisees, jobbers, and dealers.

2.22 **"Merchant"** generally means the party identified as the recipient of this Agreement and its principals and owners and, as applicable each separate Location of Merchant.

2.23 **"MCC" also known as "Merchant Category Code"** is a 4 digit number used to describe the Merchant's primary business.

2.24 **"Member Sponsor Bank"** is a bank that has obtained a membership with the Card Brands to allow a processor to access the Card Schemes.

2.25 **"Merchant Servicer"** means a Third Party Agent that:
(a) is engaged by a Merchant;
(b) is not a Member of the Card Schemes;
(c) is not directly connected to VISANet;
(d) is party to the Authorization and/or clearing message; and
(e) has access to Cardholder data, or processes, stores, or transmits Transaction data.

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2.26 **"Non-Qualified" or "Non-Qualifying"** means a Transaction that did not meet the Card Schemes' Authorization and/or settlement requirements and is not eligible for the best rate possible. Some of these Transactions may be prevented while other Non-Qualified Card Type Transactions are assessed higher rates than preferred rates by the Card Schemes and may not be prevented.

2.27 **"Outbound Telemarketing Transaction"** means a Transaction in which a sale of Products results from a Merchant initiated contact with a Cardholder via a telephone call, or a mailing (other than a catalog) that instructs the Cardholder to call the Merchant.

2.28 **"Pass Through"** means charging the Merchant the precise amount of monies designated as interchange, costs, dues, assessments and fees as per the Card Schemes. Pass Through means no mark-ups are taken by the payment processor or any other party when interchange, dues, fees, costs and assessments are collected from the Merchant.

2.29 **"Payment Facilitator (PF)"** is a Merchant of record who facilitates transactions on behalf of a sub-merchant whose volume is less than USD 1,000,000 in MasterCard and Maestro volume combined.

2.30 **"Payment Service Provider (PSP)"** is an entity contracting with a Visa, Discover or American Express member to provide payment services to sponsored merchants. The new term PSP replaces the old terminology IPSP which now includes all commerce type aggregation, including face-to-face in addition to ecommerce merchant aggregation.

2.31 **"PCI DSS"** means the Payment Card Industry Data Security Standard, the technical and operational requirements of each of the data security compliance programs of the Payment Card Industry Security Standards Council ("PCI SSC") to protect Cardholder data.

2.32 **"Products"** means all goods and services that are sold or provided by Merchant.

2.33 **"Recipient"** means a recipient of benefit of an EBT Program (as defined in Section 5.14.1).

2.34 **"Reserve Account"** means a non-interest bearing account established by HPS based upon Merchant's processing history and anticipated risk of loss to HPS.

2.35 **"Rules"** means the operating rules and regulations, requirements, and terms and conditions of the Card Schemes or Debit Networks presently in effect and as they may be amended from time to time.

2.36 **"Sales Draft"** means the paper form, whether electronically or manually imprinted (solely to the extent expressly permitted by the Rules), evidencing a Transaction.

2.37 **"Service Providers (SP)"** means non-members that are registered by MasterCard International Incorporated as Service Providers to provide processing services to a member, including any member that is registered by MasterCard International Incorporated as a SP to provide Third Party Processor (TPP) Program Services to another member.

2.38 **"Sub-merchant"** is a customer conducting business through a third party relationship acting as a Payment Facilitator (PF) or Payment Service Provider (PSP).

2.39 **"Third Party Agent (TPA)"** means entities that have been engaged by a Merchant or a member to perform contracted services on behalf of that Merchant or member, including value added resellers (VARs) and payment gateway providers.

2.40 **"Transaction"** means any retail sale of Products, or credit therefor, from a Merchant for which the customer attempts to make payment using any Card presented to HPS for payment.

2.41 **"Transaction Data"** means any information or data collected, recorded, generated or otherwise created or obtained by HPS in relation to the provision of Card services to Merchant hereunder, including without limitation, Cardholder data.

2.42 **"Virtual Terminal"** means a credit Card processing equipment on a secure server on the Internet whereby Merchant can key enter credit Card Transactions manually.

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2.43 **"Voice Authorization"** means an Authorization obtained by a direct-dialed telephone call.

3. Data Security Requirements

3.1 The PCI Security Standards Council ("PCI SSC") was founded by American Express, Discover Financial Services, JCB, MasterCard Worldwide and Visa, Inc. All five founders agreed to incorporate the PCI DSS as the technical requirements of each of their data security compliance programs. The PCI SSC is responsible for the Payment Application Data Security Standard ("PA-DSS") and PIN Transaction Security Requirements for PIN-Entry Devices ("PED").

PCI DSS applies to HPS and any Merchant and Merchant Servicer that stores, processes or transmits Cardholder information. HPS acknowledges that it has an obligation to comply with PCI DSS for Cardholder information it possesses.

For the avoidance of doubt, as between Merchant, HPS and the Member Sponsor Bank, Merchant shall be solely responsible for any unauthorized access to Cardholder information or Transaction Data while such Cardholder Information or Transaction Data resides on Merchant's or its Third Party Agent's systems or networks. Any such unauthorized access shall be considered an Event of Default.

All eligible Merchants, regardless of size, must comply with these standards. The following are standards that, at a minimum, Merchant must comply with:

(a) Install and maintain a firewall configuration to protect Cardholder data.
(b) Do not use vendor-supplied defaults for system passwords and other security parameters.
(c) Protect stored Cardholder data.
(d) Encrypt transmission of Cardholder data across open, public networks.
(e) Use and regularly update anti-virus software or programs.
(f) Develop and maintain secure systems and applications.
(g) Restrict access to Cardholder data by business need-to-know.
(h) Assign a unique ID to each person with computer access.
(i) Restrict physical access to Cardholder data.
(j) Track and monitor all access to network resources and Cardholder data.
(k) Regularly test security systems and processes.
(l) Maintain a policy that addresses information security for all personnel.

More information, including the complete PCI DSS specifications can be found at:
https://www.pcisecuritystandards.org

Each of the Card Schemes has requirements based on PCI DSS that define a standard of due care and enforcement for protecting sensitive information. Merchant must meet the compliance validation requirements defined by the Card Schemes available at:
www.visa.com/cisp
www.mastercard.com/sdp
www.discovernetwork.com/fraudsecurity/disc.html
www.americanexpress.com/datasecurity - For American Express Direct merchants only

In cases where payment application software is used as a part of Authorization or settlement of Cardholder data, Merchant must use a PA-DSS compliant payment application or have current proof of PCI DSS compliance validation. The List of Validated Payment Applications may be found at:
https://zh.pcisecuritystandards.org/assessors_and_solutions/payment_applications?agree=true

In cases where PIN-based debit Transactions are processed, Merchant must use a compliant PIN Entry Device ("PED"). The List of PCI SSC Approved PIN Transaction Security Devices may be found at:
https://listings.pcisecuritystandards.org/assessors_and_solutions/pin_transaction_devices?agree=true

Transactions must comply with the Triple Data Encryption Standard (TDES) and any successor technologies or standards connected therewith.

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In addition, Merchant must immediately notify HPS of its use of any agent or Merchant Servicer that will have any access to Cardholder data and provide the full name and business address of such agent or Merchant Servicer and any changes thereto.

3.2 A Card Scheme may require Merchant, by notice to either HPS, Member Sponsor Bank or Merchant, to conduct an independent forensics review due to its data security procedures and/or Transaction activities. Upon notice of such request from either a Card Scheme or HPS, Merchant, at its sole cost and expense, shall retain the requisite forensics services and provide, through the requisite forensic review process, information as may be required by the Card Scheme. If Merchant fails to retain the requisite forensics services, HPS may retain such forensics services on Merchant's behalf, and Merchant shall remain responsible for payment and/or reimbursement to HPS of all cost and expense associated with such forensics services. In addition, Merchant shall be solely responsible for the cost and expense associated with any changes to its systems or other remediation required by the Card Scheme as a result of the forensic review process.

3.3 Merchant agrees that it will not introduce into HPS's or Member Sponsor Bank's system any virus, "time bomb," or any other contaminant, including but not limited to, codes, commands, or instructions that could damage or disable HPS's or Member Sponsor Bank's system or property.

3.4 Merchant must keep all systems and media containing account, cardholder or transaction information (physical or electronic, including but not limited to account numbers, card imprints, and terminal identification numbers) secure and prevent access by or disclosure to anyone other than Merchant's authorized personnel. Merchant must destroy, in a manner that will render the data unreadable, all such media that Merchant no longer deems necessary or appropriate to store (except for Sales Drafts maintained in accordance with this Agreement, applicable law, or Rules). Merchant must also ensure proper destruction of Cardholder, Transaction or system information (physical or electronic, including but not limited to account numbers, card imprints, and terminal identification numbers) prior to selling, storing, or disposing of any terminal.

4. Rights, Duties, and Responsibilities of Merchants

4.1 Merchant shall make a selection on Card acceptance as follows: All Cards Accepted, Credit/Business Cards Only and Consumer Prepaid/Debit (Check Cards) Only. At the time of signing of this Agreement, Merchant will select one of the options, which will be indicated on this Agreement. Merchant shall honor the Card types selected provided that the Card is valid and is presented to Merchant at the time of the sale by the Cardholder or an authorized user of the Card. A Card is valid only if it is presented on or after the valid date, if any, and before the expiration date shown on its face and the Card is used as payment for Products that are sold or rendered by Merchant under the terms of this Agreement. Merchant represents and warrants to HPS that no one other than Merchant has any claim against indebtedness submitted under this Agreement except as authorized in writing by HPS and Member Sponsor Bank. Merchant hereby assigns to HPS and Member Sponsor Bank all of its right, title, and interest in and to all indebtedness submitted hereunder, agrees that HPS and Member Sponsor Bank have the sole right to receive payment on any indebtedness purchased hereunder, and further agrees that Merchant shall have no right, title or interest in any such funds, including any such funds held in a Reserve Account (as defined below).

4.2 In accordance with applicable law and the Rules:

(a) Merchant may establish a minimum sale amount as a condition for honoring credit Card Transactions, so long as such minimum amount does not exceed $10.00. This amount shall be subject to automatic increase as provided by applicable law. In accordance with applicable law and the Rules, a maximum sale amount for Card Transactions may only be set by Merchants that are federal agencies or institutions of higher learning;

(b) Except as specifically set forth in this Section 4.2, Merchant shall not establish a minimum or maximum sale amount as a condition for honoring PIN Debit, Signature Debit (non-PIN Debit) and/or prepaid Cards.

Merchant shall not request or require that a Cardholder provide any personal information as a condition for honoring PIN Debit, Signature Debit (non-PIN Debit) and/or prepaid Cards Transactions unless such information is required to provide delivery of goods and services or Merchant has reason to believe the identity of the person presenting the Card may be different from that of the Cardholder.

4.3 Merchant shall complete a Sales Draft or Credit Voucher, in a form approved by HPS and in compliance with the Rules, which shall be legible and adhere to or contain the following:

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(a) the Merchant and Cardholder's electronically printed copy shall not contain the expiration date and should only display in legible print the last four digits of the Card number. Any other portion of the Card number must be represented by fill characters such as "x", "*", or "#";
(b) the information embossed on the Card being presented;
(c) the date of the Transaction;
(d) a brief description of the Products involved in detail sufficient to identify the Transaction;
(e) the total amount of the sale or credit (including any applicable taxes) or the words "deposit" or "balance" if full payment is to be made at different times on different Sales Drafts;
(f) the city and state where such Transaction occurred; and
(g) if required by the applicable Card Scheme, the signature of the Cardholder of the Card.

In cases where prompted by the equipment to do so, Merchant shall key enter the last four digits of the Card to verify the contents of the magnetic stripe and shall deliver a completed copy of the Sales Draft to the Cardholder.

This provision shall not apply to those Transactions specifically excluded from these requirements by the Rules.

4.4 For all mail or telephone orders, Merchant shall type or legibly print on the signature line of the Sales Draft the letters or words indicated: "Mail Order," "MO," or "Telephone Order," "TO."

4.5 In the event a Transaction cannot be completed via a Card Swipe or EMV Transaction, then an alternate form of payment should be requested. Merchant shall not manually key enter unembossed cards (unless Merchant participates in the CVV2 with the Magnetic Stripe Failure process) or manually write the account number on a paper draft. Only a Card Swipe or EMV Transaction is acceptable by the Card Scheme as proof that the Card was present at the time of the Transaction.

4.6 Merchant's policy for the exchange or return of goods sold and adjustment for services rendered shall be established and posted in accordance with applicable regulations of the applicable Card Scheme and laws. Merchant agrees to disclose, if applicable, to a Cardholder before a Card sale is made, that if merchandise is returned:
(a) no refund, or less than full refund, will be given;
(b) returned merchandise will only be exchanged for similar merchandise of comparable value;
(c) only a credit toward purchases will be given;
(d) a restocking fee will be charged; or
(e) special conditions or circumstances apply to the sale (e.g. late delivery, delivery charges or other non-credit terms).

If Merchant does not make these disclosures, a full refund in the form of a credit to the Cardholder's Card account must be given. In no circumstances shall any cash refunds be given on any item originally charged to a Card.

The foregoing disclosures must be made on all copies of Sales Drafts across all Card Schemes issued at the time of the sale in letters approximately ¼ inch high in close proximity to the space provided for the Cardholder's signature. In circumstances where credits or adjustments are due, Merchant shall prepare and deliver to the Cardholder a properly completed Credit Voucher. Merchant will input Credit Vouchers into the equipment on the day of the credit Transaction for inclusion in Merchant's daily transmission of Transactions.

4.7 Merchant shall not transmit for processing and payment any Transaction(s) representing the refinancing of an existing obligation of a Cardholder including, but not limited to, obligations:
(a) previously owed to Merchant;
(b) arising from the dishonor of a Cardholder's personal check; or
(c) representing the collection of any other pre-existing debt.

4.8 Merchant shall not, under any circumstances, (a) disclose, sell, purchase, provide or exchange, or (b) use for any purpose other than completing a Transaction, any Cardholder's account number or any credit information relating to any Cardholder's account or any Sales Drafts or Credit Vouchers that may have been obtained or imprinted with any Card to any person other than HPS, except as expressly authorized in writing by the Cardholder, HPS, or as required by law.

4.9 On the date of the Transaction and prior to honoring any Card, Merchant agrees to obtain an Authorization on all Transactions for the total amount of the Transaction by physically sliding, dipping, or inserting the Card through the Card reader of the equipment (or tapping the near-field communication ("NFC") enabled Card in

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the case of an NFC-enabled Transaction) thereby causing the equipment to electronically read a magnetically encoded stripe or EMV chip on the reverse side of each Card, except for Card-Not-Present Transactions, which are governed by Section 4.15 hereof.

Any Transaction that cannot be authorized electronically through the equipment or manually key entered is subject to a Voice Authorization call. Merchant shall obtain an Authorization prior to completing a Card-Not-Present Transaction.

Any Transaction that is not properly authorized is made with full recourse and may be charged back to Merchant; furthermore, any Card-Not-Present Transaction will be subject to additional charges for a Mid-Qualifying or Non-Qualifying Transaction. An Authorization does not constitute a guarantee of payment, only an indication of available credit, and may be subject to dispute or Chargeback.

Except at such times as the equipment may be inoperable, Merchant shall not engage in soliciting or accepting Card-Not-Present Transactions without the prior written permission of HPS, and then only for such Products and in such amounts as stated in such written permission. Merchant shall not utilize the service of any third party (e.g. telemarketer) to solicit or accept orders or engage in Outbound Telemarketing Transactions.

4.10 MERCHANT ACKNOWLEDGES THAT AN AUTHORIZATION DOES NOT CONSTITUTE:
(A) A WARRANTY THAT THE PERSON PRESENTING THE CARD IS THE RIGHTFUL CARDHOLDER; OR
(B) A PROMISE OR GUARANTEE BY HPS THAT IT WILL PAY OR ARRANGE FOR PAYMENT TO MERCHANT FOR THE AUTHORIZED TRANSACTION. AN AUTHORIZATION DOES NOT PREVENT A SUBSEQUENT CHARGEBACK OF AN AUTHORIZED TRANSACTION PURSUANT TO THIS AGREEMENT.

4.11 When possible to do so, Merchant shall utilize the equipment as the exclusive method for obtaining Authorization codes. Voice Authorization service is for use during equipment downtime periods only. Use of Voice Authorization systems will result in additional charges for such use being assessed to Merchant based on HPS then-current rates. Merchant will record for every Transaction applicable Authorization and reference numbers on each Sales Draft to facilitate the timely and accurate retrieval of information as requested by HPS.

4.12 Merchant shall use its best efforts, by reasonable and peaceful means, to recover the Card when:
(a) Merchant is advised to recover the Card in response to an Authorization request; or
(b) Merchant has reasonable grounds to believe that the Card is counterfeit, fraudulent or stolen. Merchant shall take no action to recover a Card that may result in a breach of the peace.

4.13 Merchant may utilize the equipment's keypad to input Card number(s) in the following instances:
(a) Card-Not-Present Transactions; or
(b) the magnetic stripe on a Card is damaged and therefore unreadable by the equipment; or
(c) the equipment's Card reader is inoperative, in which case Merchant shall immediately advise HPS.

4.14 If a Merchant is approved as an Internet, Mail Order or Telephone Order Merchant, the following sections of this Agreement shall not apply: 4.3 (b) and (g), 4.5, 4.9, 4.12, and 4.13 and such sections shall be replaced by the following:
(a) Merchant shall obtain an Authorization for all Transactions. Any Transaction that cannot be authorized electronically is subject to a Voice Authorization call. Any Transaction that is not properly authorized is made with full recourse and may be charged back to the Merchant. An Authorization does not constitute a guarantee of payment, but may be subject to dispute or Chargeback;
(b) Merchant shall print legibly the following information on the Sales Draft; Merchant's name and address;
  (i) the Card Issuer's name;
  (ii) the truncated account number of the Card;
  (iii) the expiration date of the Card and any effective date on the Card; and
  (iv) the Cardholder's name. Merchant shall be deemed to warrant to HPS the Cardholder's identity as an authorized user of the Card;
(c) Merchant is required to use a real-time Internet payment gateway authorized in advance by HPS to obtain Authorization codes and process Transactions;
(d) Internet Transactions are Card-Not-Present Transactions and must be performed on the Internet by the customer; or
(e) In the case of a Virtual Terminal, the Internet Merchant Store Front (the customer interface) must be Web Hosted so that the credit Transactions are received over a secure socket layer (SSL) by the Merchant;

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(f) In any Card-Not-Present Transaction, as a material part of the consideration for HPS to enter into this Agreement, Merchant accepts such Transactions solely at its own risk, and further assumes all risks of loss attendant to non-imprint Card-Not-Present Transactions.

(g) Internet Merchant Website Requirements. Internet Merchant shall use the eCommerce Gateway solely for Merchant's internal business purposes and shall not allow any third party use of or access to the eCommerce Gateway. An Internet Merchant agrees to adhere to those Rules governing electronic commerce as well as HPS requirements as set forth herein; which include, but are not limited to ensuring the following information is included or properly referenced on the Internet Merchant website:

(i) contact information including: customer service telephone number, email and URL addresses, legal name and permanent corporate address including the country of domicile which should be located on the check-out screen, along with the final purchase amount or those pages accessed by a Cardholder during the checkout process;

(ii) a complete description of the Products offered for sale and related prices, form of currency, as well as how to complete a purchase and the point at which the purchase is complete;

(iii) include a method by which the Cardholder can affirmatively consent to the Transaction (i.e., an "order now" or "purchase now" option);

(iv) provide clear disclosure of all material terms of the Transaction: (i.e., all sales are final, applicable restocking fees, returns, etc.);

(v) shipping and delivery policies will be clearly and accurately stated;

1) if providing age restricted products/services, Merchant shall clearly state the age restrictions on the website and implement an age verification process;

(vi) refund and returned merchandise policies and terms of use;

(vii) Merchant's privacy policy clearly and accurately in accordance with all applicable laws and the Rules, including, but not limited to, the content, location and accessibility of its privacy policy;

(viii) security policy indicating that:

1) the transmission of payment and will adhere to the PCI DSS for storing and transmitting Cardholder data;

2) Merchant remains fully responsible and liable for the security of Transaction and personal data submitted to and/or processed through your website or as may otherwise be in Merchant's or its agents or vendors' control, including implementing fraud prevention measures as required by law or industry regulation;

3) Merchant will use Cardholder Data for the sole purpose of supporting payment for and delivery of Merchant's goods and services and consistent with Merchant's privacy policy;

4) Merchant will maintain the security of any and all passwords, ID number or other access control methods to use the e-Commerce Payment Gateway; and

(ix) any other legal policies, including export control and terms of use.

4.15 The following additional terms apply to Card-Not-Present Transactions:

(a) Merchant shall use, and retain for not less than one year, proof of a traceable delivery system utilized for the delivery of Products to customers.

(b) Merchant shall use an address verification service to verify each Transaction.

(c) Merchant must utilize if available through its gateway a Payer Authentication Program. This program identifies the Cardholder by authenticating their personal PIN entry. Specific programs could include Verified by VISA and MasterCard Secure Code.

(d) Except where Merchant has specified future delivery on the Application, a customer's Card shall not be debited until the Product purchased has been shipped.

(e) Upon request by HPS, Merchant shall provide copies of all advertisements, catalogues, brochures or other materials used to solicit mail or telephone orders and any forms used in recording or transmitting orders.

4.16 In all cases, unless stipulated otherwise in the Merchant Processing Agreement, the shipment of goods to a Cardholder will be no later than the business day following the date on which that Transaction was transmitted to HPS for processing.

4.17 Merchant agrees to electronically deposit Sales Drafts and Credit Vouchers no later than the day of the Transaction. The time of receipt by HPS will affect the timing of payment to Merchant. If Merchant fails to submit Transactions on a timely basis as provided herein, Merchant will be charged and agrees to pay the additional fees assessed to HPS by the Card Schemes.

4.18 Merchant shall at all times maintain a direct deposit Account (the "Account" or "DDA") in good standing at a bank that is a Receiving Depository Financial Institution (RDFI) of the Federal Reserve Bank ACH System or other ACH settlement network. Merchant represents and warrants to HPS that: (a) the Account will always be

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in the same legal and DBA (if applicable) name as Merchant's name on the Merchant Application; (b) Merchant will own and maintain control of the Account and will keep such Account open at all times during the term and as long as any Reserve Account is in effect; and, (c) the Account will not be associated with any merchant processing activity that is illegal or prohibited by the Rules or applicable law, including without limitation merchant processing activity associated with other accounts and/or processors. Merchant agrees that all credits for collected funds and debits for fines, fees, Chargebacks, Credit Vouchers, payments and adjustments and other amounts due under the terms of this Agreement (including but not limited to attorney's fees and early termination charges) may be made to the Account. Merchant shall not close, restrict or change the Account without prior written approval from HPS. Merchant agrees to pay HPS a twenty-five dollar ($25.00) handling fee to change the DDA information and a twenty-five dollar ($25.00) fee on all returned ACH items. Merchant is solely liable for all fees and all overdrafts, regardless of cause. HPS shall have the unlimited right to debit, without prior notice, any DDA containing funds for the purpose of satisfying any liability incurred by or on behalf of Merchant.

4.19 Merchant agrees to retain original Card Scheme Sales Drafts and Credit Vouchers as specified by the Rules and Merchant assumes liability for all fines, fees, failures, charges and penalties charge to Merchant or HPS for a failure to comply therewith.

Such documents shall be stored in a secure manner permitting retrieval and submission of legible copies on the same day that Merchant receives a request from HPS. Since a Card Issuer may over a period of time request duplicate copies of the same Sales Draft, Merchant must retain at least one legible copy of each Card Transaction.

Failure to provide HPS with requested documentation within five (5) business days after receipt of such request may result in the Transaction being charged back to the Merchant and HPS shall have the right to debit the Account for the full amount of the Transaction. Merchant agrees that it shall destroy material containing Cardholder account information in a manner that renders the data unreadable.

4.20 Merchant shall not submit any Transaction for processing for the purpose of obtaining or providing a cash advance, or make a cash disbursement to any other Cardholder (including Merchant when acting as a Cardholder), or receive monies from a Cardholder and subsequently prepare a credit to Cardholder's account.

4.21 As partial consideration for this Agreement, Merchant expressly authorizes HPS to change the financial institution providing settlement services to Merchant. Merchant will execute all necessary documents enabling HPS to effect such change.

4.22 Merchant shall provide HPS with immediate notice of its intent to:
(a) transfer, sell or liquidate any substantial part of its assets;
(b) change the basic nature of its business, including selling any Products not related to its current business;
(c) change ownership or transfer control of its business; or
(d) enter into any joint venture, partnership or similar business arrangement whereby any person or entity not a party to this Agreement assumes more than a ten percent (10%) interest in Merchant's business.

Merchant also shall provide HPS with prompt written notice of any material changes regarding any information provided in the Merchant Application, including Merchant's address, ticket size or monthly volume.

Merchant and principal owner(s) identified on an approved Merchant Application and any new owner of Merchant or successor Merchant shall be jointly and severally liable to HPS and remain liable for any and all losses, costs and expenses suffered or incurred by HPS in accordance herewith, unless the original Merchant or successor thereof is released in writing by HPS.

4.23 Merchant agrees to pay HPS the face amount of any Transaction processed by HPS pursuant to this Agreement whenever any Card Transaction is reversed in accordance with the Rules, any state or federal statute, regulation, court or administrative order or terms of this Agreement, or in the event of a Chargeback.

4.24 Merchant agrees to pay Member Sponsor Bank and/or HPS any fees, fines, penalties or assessments imposed directly or indirectly on Member Sponsor Bank and/or HPS by a Card Scheme resulting from all acts or omissions of Merchant, including without limitation, any fines, fees, penalties or assessments (such as Card replacement cost) imposed by Card Schemes in relation to Merchant's or a Third Party Agent's non-compliance with PCI DSS and/or Rules.

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4.25 HPS agrees to use commercially reasonable efforts to mail or electronically transmit all Chargeback documentation to Merchant promptly at Merchant's address shown in the Merchant Application; however, HPS may at any time without prior notice debit Merchant's DDA or any other Merchant Account for Chargebacks without prior notice in accordance with this Agreement.

If Merchant notifies HPS after such time, HPS may, in its discretion, assist Merchant, at Merchant's expense, in investigating whether any adjustments are appropriate and whether any amounts are due to or from other parties; however, HPS shall not have any absolute obligation to investigate or effect any such adjustments. Any voluntary efforts by HPS to assist Merchant in investigating such matters shall not create an obligation to continue such investigation or any future investigation. Merchant must provide all information requested by HPS by the time specified in a request for information. Failure to respond within the specified time shall constitute a waiver by Merchant of its ability to dispute or reverse a Chargeback or other debit, and Merchant shall be solely responsible where it fails to timely provide information concerning any Chargeback.

If HPS elects, in its sole discretion, to take action on a Chargeback after the time specified to respond has expired, Merchant agrees to pay all costs incurred by HPS. Merchant agrees to pay HPS a processing fee for Sales Draft retrieval requests at HPS' discretion.

4.26 Merchant agrees to reimburse HPS for the amount of the Sales Draft in the event of a Chargeback together with a handling fee for each Chargeback, which fee may be amended from time to time. Merchant hereby irrevocably authorizes HPS to debit without notice Chargebacks and Chargeback handling fees and all other amounts due hereunder from Merchant's daily deposit and if such collection is inadequate, agrees to reimburse HPS immediately for any shortage that occurs as a result of such charges.

4.27 Merchant will be subject to debit for a Chargeback in accordance with the Rules in effect at the time of the Chargeback. The basis for Chargebacks and the rules for their processing are governed by the Rules. However, all disputes that are not resolved through established Chargeback procedures shall be settled between Merchant and the Cardholder, and Merchant will indemnify HPS for all expenses, including reasonable attorneys' fees, that may be incurred as the result of any Cardholder claim that is pursued outside the Rules. Merchant acknowledges and agrees that it is bound by the rules of the Card Schemes with respect to any Chargeback.

Merchant further acknowledges that it is solely responsible for providing HPS and Member Sponsor Bank with any available information to re-present a Chargeback and that, regardless of any information it provides or does not provide HPS and Member Sponsor Bank in connection with a Chargeback, or any other reason, Merchant shall be solely responsible for the liability related to such Chargeback. If any such amount is uncollectible through withholding from any payments due hereunder or through charging Merchant's Account or the Reserve Account, Merchant shall, upon demand by HPS, pay HPS the full amount of the Chargeback.

4.28 Merchant shall not accept or deposit any fraudulent Transaction, or any Transaction about which Merchant has knowledge or notice of circumstances that would impair the validity of the Transaction or the indebtedness thereunder or its collectability.

4.29 Merchant unconditionally represents and warrants to HPS that all Sales Drafts submitted to HPS hereunder will represent the indebtedness of the Cardholder with whom Merchant has completed a Transaction in amounts set forth therein for Products only and shall not involve any element of credit for any other purposes, and shall not be subject to a defense, dispute, offset or counterclaim that may be raised by Cardholder under the Card Schemes Rules, the Consumer Credit Protection Act (15 USC § 1601) or other relevant state or federal statute or regulation. Further, Merchant warrants that any Credit Voucher that it issues represents a bona fide refund or adjustment on a Transaction by Merchant with respect to which a Sales Draft has been accepted by HPS.

4.30 Merchant shall not, under any circumstances, present for processing or credit, directly or indirectly, a Transaction that originates with any other Merchant or any other source.

4.31 Merchant shall not deposit duplicate Transactions. Merchant shall be debited for any adjustments for duplicate Transactions and shall be liable for any Chargebacks which may result therefrom.

4.32 Merchant shall not initiate a Transaction in an attempt to collect a Chargeback.

4.33 To the extent legally permitted, Merchant shall give HPS immediate written notice of any complaint, subpoena, civil investigative demand or other process issued by any state or federal governmental entity that alleges,

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refers or relates to any illegal or improper conduct of Merchant, its owner(s) or other entity under common ownership or control. Failure to give such notice shall be deemed to be a material breach of this Agreement.

4.34 Merchant must obtain final approval by HPS of Debit Network sponsorship prior to submitting any debit Transaction.

4.35 Merchant shall not be assessed a Chargeback fee for the first three (3) Chargeback requests processed in any twelve-month period beginning with the Merchant's anniversary date. Once three Chargeback requests have been submitted by the Card Scheme or a card issuer in any such twelve-month period, HPS shall bill all applicable Chargeback fees. For purposes of this Section 4.35, the anniversary date shall be the date of Merchant's first deposit with HPS unless otherwise designated by HPS.

4.36 HPS shall have no liability for customer data that is lost or stolen from the Merchant's POS system or equipment and Merchant shall indemnify HPS from any claim or loss arising out of or relating to such lost or stolen data.

4.37 Merchant shall ensure HPS has the correct business taxpayer ID ("TIN") and legal name on file for Form 1099-K tax reporting purposes. Any Merchant reporting an invalid TIN and legal name combination is subject to a backup withholding amount as defined by IRS and state regulations.

4.38 Merchant shall at all times comply with the Rules, as well as all applicable federal, state and local rules and regulations.

4.39 Merchant, at its own expense, will have installed and will maintain the point-of-sale equipment, unless otherwise agreed to by the parties in writing. Each equipment type installed at a Location must be compatible with HPS' System and HPS has the right to test the equipment to assure compatibility. Merchant will submit each equipment type and all new core hardware, and any releases of modifications to the implementation software, to HPS for quality assurance testing at least thirty (30) days prior to the equipment, hardware or software's first use at a Location; provided however, both parties acknowledge that the quality assurance test may take less than thirty (30) days and HPS will use commercially reasonable efforts to accomplish the testing as soon as practicable. Quality assurance testing is applicable to each implementation software release for each equipment type.

If Merchant changes the method used to communicate with HPS' System from one form of technology to another, e.g. dial to frame relay, once any necessary quality assurance testing has been completed, Merchant will arrange for, with the assistance of HPS, if necessary, the equipment to be connected to HPS and then tested to ensure that the new method of communication works properly, which test will be conducted in accordance with Merchant's and HPS' procedures and paid by each party, respectively. Once the new technology has been tested and approved, it will not be necessary for each Location that adopts the new technology to perform the testing referred to in this paragraph.

4.40 Merchant shall assume responsibility for managing the repair of problems associated with Merchant's own telecommunications and processing system (both hardware and software), including terminals.

4.41 Special pricing through an agreement between HPS and a Merchant association shall apply to Merchant members in good standing of such Merchant association; any special pricing may be discontinued without notice.

4.42 Merchant agrees to provide HPS such financial statements and other information concerning Merchant as HPS may reasonably request from time to time. Merchant agrees that HPS, or its duly authorized representative, may examine Merchant's books and records related to its receipt of the services from HPS hereunder, including records of Transactions submitted hereunder.

4.43 Merchant shall not engage in any services that require registration with the applicable Card Schemes as a Payment Service Provider (PSP) or Payment Facilitator (PF) without prior written approval from HPS. In the event Merchant is registered as a PSP/PF, Merchant agrees to promptly disclose to all Sub-merchants any new or increased Card Scheme related dues, assessments and fees, including but not limited to Convenience fees, in accordance to the contracted services performed by the Merchant. For the avoidance of doubt, all Service Providers, Third Party Agents, Payment Service Providers, and Payment Facilitators must comply with all Rules, including those found at the following websites (or their successor websites):

- https://usa.visa.com/dam/VCOM/download/merchants/third-party-agent-due-diligence-risk-standards.pdf

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- https://www.mastercard.us/content/dam/public/mastercardcom/na/global-site/documents/mastercard-rules.pdf

4.44 Merchant must meet requirements as defined by the Card Schemes. Information is available at:

- www.visa.com
- www.mastercard.com
- www.discovernetwork.com
- www.americanexpress.com/merchantopguide - For American Express OptBlue Program merchants only.
- www.americanexpress.com - For American Express Direct merchants only.

5. Debit Card Processing; EBT Services

If Merchant elects to receive debit Card processing services, the following terms will apply:

5.1 Merchant understands and agrees that HPS and any bank which is a party to this Agreement (or to which this Agreement is assigned) is a sponsored affiliate or member of each Debit Network and HPS is a service provider for processing Merchant's debit Card Transactions pursuant to the terms herein.

5.2 Until and unless otherwise authorized by HPS, Merchant agrees to utilize compliant and compatible equipment/PIN-pads or systems capable of processing all ACH debit Card Transactions as well as online-debit Card Transactions at its Locations. All HPS applications software residing on the equipment or systems is the sole property of HPS. Any software residing in Merchant owned or leased equipment or systems must be HPS compatible.

Merchant's placement of the equipment or system at its Locations shall constitute acceptance of all terms and conditions set forth in this section. Merchant understands and agrees that HPS has no responsibility whatsoever for inoperative equipment or systems (or software if applicable).

In the case of inoperative terminal or system, Merchant shall consult Merchant's warranty or equipment maintenance agreement as applicable. Merchant also acknowledges that all equipment/pin-pads or systems capable of processing all debit Card Transactions at its Locations must remain compliant with the data security requirements of Section 3 of this Agreement.

5.3 Merchant shall utilize HPS compatible equipment/pinpad or system to process all debit Card Transactions and to abide by all applicable Rules of the applicable debit Card on-line network selected by HPS. HPS has no responsibility or liability for any of the debit Card Networks.

5.4 Merchant agrees to indemnify and hold HPS harmless from any and all claims, actions, proceeding and other liability, which may arise pertaining to such debit Transactions.

5.5 Any claims Merchant may have regarding debit services may not be offset against bankcard sales.

5.6 Merchant assumes all responsibility for retention of paper copies of debit Card Transactions; pursuant to the appropriate debit Card Network Rules.

5.7 Within one (1) business day of the original Transaction, Merchant must balance each Location to the system for each business day that each Location is open. If Merchant determines that any Transaction(s) have been processed in error, Merchant will initiate the appropriate Transaction for adjustment. Merchant is responsible for all applicable adjustment fees assessed by the Card Schemes.

5.8 Merchant shall be responsible for all telephone message unit costs, if any, as they are incurred by Merchant for any of the services provided.

5.9 HPS will provide installation, training, service and support for all purchased and rented equipment provided by HPS. Equipment purchased and provided by a third party vendor should be supported and maintained by the vendor.

5.10 Merchant shall be responsible for the following debit related fees:
(a) HPS Debit Fee (does not include Debit Network Fee);
(b) Debit Network Set-up Fee;
(c) Service & Regulatory Mandate Fee.

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5.11 Debit Transactions are governed by network regulations as well as federal and state laws and regulations, including but not limited to the Electronic Funds Transfer Act, and Regulation E, pursuant to which consumers may have up to sixty (60) days to dispute a Transaction. Merchant shall comply with all applicable federal, state and local laws and regulations.

5.12 Non-Request for PIN Disclosure Procedures. Merchant agrees to ensure that no employee or agent requests a Cardholder to divulge their PIN number.

5.13 Prevention of PIN Entry Observation. Merchant agrees to undertake commercially reasonable actions to prevent others from observing the entered PIN number. Some prevention examples could be, but not limited to:
(a) Placement of security cameras in relation to PIN Entry Device (PED);
(b) PED shielding; or
(c) PED placement on POS counter.

5.14 EBT Transactions
If Merchant elects to accept electronic benefit Transactions ("EBT"), the additional following terms and conditions will apply:

5.14.1 EBT Services.
Merchant will participate in, and HPS will provide access to, the programs for debit card access to electronically distributed government benefits as agreed to between the parties from time to time. ("EBT Programs"). Each EBT Program shall be treated as a "Network" for purposes of this Agreement and each EBT card issued for access to government benefits issued under such EBT Programs shall be treated as a "debit card" under this Agreement.

5.14.2 Rights, Duties and Responsibilities of Merchant.
(a) At all times during the term, including any renewal thereof, Merchant shall remain a participant in good standing in each EBT Program selected hereunder.
(b) Merchant shall submit to HPS written requests to participate in each EBT Program as amended from time to time, for each Location where EBT will be offered. HPS must receive such EBT request a minimum of fourteen (14) days prior to the desired activation date.
(c) Merchant shall notify HPS at least thirty (30) days prior to the termination or withdrawal of its participation in any such EBT Program, or if such participation is terminated involuntarily and without prior notice to Merchant, immediately following such notice.
(d) Merchant shall pay to HPS all EBT related fees set forth in this Agreement.
(e) Merchant will comply with all applicable laws, regulations, Rules, or administrative guidelines related to its participation in each EBT Program and acceptance of EBT Cards, including any Network Rules. Without limiting the foregoing, Merchant shall not resubmit any EBT Transactions except as specifically permitted by Rules related to such EBT Program. In addition, if Merchant accepts EBT under the Food Stamp Program, Merchant shall deploy and identify its equipment consistent with Department of Agriculture requirements. Merchant will not take any action that would cause HPS to be in violation of any law, regulation, rule or administrative guideline applicable to an EBT Program, including any Network Rules.
(f) With respect to each EBT Program in which Merchant participates, Merchant shall comply with any obligations or duties imposed on merchants participating in such EBT Program under an agreement ("Processor Agreement") between HPS and the administrator of the EBT Program ("EBT Provider") pursuant to which HPS is authorized to process Transactions for the EBT Program, and the EBT Provider shall have the right to directly enforce the terms and conditions of the Processor Agreement against Merchant in the event that Merchant breaches its obligations hereunder.
(g) Merchant agrees that HPS may release information regarding Merchant's use of the EBT Program upon request by any federal or state agency, and that Merchant shall not have a claim or cause of action for such release of information.
(h) Merchant will accept EBT Cards only for Transactions and purchases permitted under the applicable EBT Program.
(i) Regardless of Merchant's standard operating procedure for handling refunds, it shall provide refunds with respect to EBT Transactions only in accordance with applicable laws, regulations, Rules, or administrative guidelines related to its participation in each EBT Program, including Network Rules.

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(j) If required by an EBT Program, Merchant shall seek to obtain telephone Authorization of each EBT Transaction in situations in which it is unable to obtain electronic response from the Card Authorization system for the EBT Program. If HPS processes manual Sales Drafts for Merchant; Merchant shall complete any such manual Sales Draft for an EBT Transaction in accordance with the requirements of the EBT Program.

(k) Merchant shall maintain records of EBT Transactions as required by applicable laws, regulations, Rules or administrative guidelines related to its participation in each EBT Program, including Network Rules.

(l) Merchant shall not use or disclose any information concerning a Recipient for any purpose not directly connected with the performance of Merchant's duties under an EBT Program.

(m) Merchant shall not discriminate in the provision or denial of any EBT Transactions on the basis of a Recipient's disability or handicap (if any), age, race, color, religion, sex, sexual preference, political belief, national origin, creed, marital status or veteran's status.

(n) Merchant shall provide to HPS and any EBT Provider any information reasonably required by HPS or the EBT Provider to assist HPS or the EBT Provider in ensuring the integrity, security and successful performance of the EBT Network.

(o) Merchant shall, at its own expense, ensure that its employees receive appropriate training in the use of equipment and procedures with respect to each EBT Program in which Merchant participates. If Merchant so requests, HPS and Merchant shall enter into a written agreement pursuant to which HPS shall provide such training to Merchant's employees, provided that Merchant shall pay HPS the usual and customary fees charged by HPS for its employees time in conducting such training and shall reimburse HPS for employee travel, lodging and other reasonable out-of-pocket expenses incurred in conducting on-site training.

5.14.3 HPS Representations and Warranties.

HPS hereby represents and warrants that it is a qualified processor in each EBT Program identified and that it has obtained any and all Authorizations, certifications or other evidence of authority and has properly executed and delivered any and all applications, agreements or other documents necessary to participate in each such EBT Program.

5.14.4 Rights, Duties and Responsibilities of HPS.

(a) HPS shall provide the EBT services identified in accordance with the terms of EBT, this Agreement and applicable laws, regulations, Rules and administrative guidelines applicable to each selected EBT Program, including any Network Rules.

(b) HPS shall have the authority, without any liability, to terminate or suspend the provision of services hereunder with respect to each and every EBT Program, at the direction of any federal, state or other authority with responsibility for oversight or implementation of such EBT Program, or upon HPS determination to terminate support for such EBT Program for all customers. If HPS is directed to terminate or suspend the provision of services hereunder with respect to an EBT Program, HPS may also terminate or suspend provision of services hereunder for any other EBT Program without liability.

5.14.5 Indemnity.

In addition to any indemnification obligations of Merchant set forth elsewhere in this Agreement, Merchant agrees to indemnify and hold harmless HPS and Member Sponsor Bank from and against any and all claims or losses arising out of:

(a) any act or omission by Merchant in violation of any applicable federal, state or local law or regulation, or rule or administrative guideline related to any EBT Program, including a Network Rule;

(b) any negligent or fraudulent act or omission or intentional misconduct by Merchant;

(c) any failure by Merchant to comply with any obligation or duty imposed on merchants participating in an EBT Program under a Processor Agreement; or

(d) any act or omission of Merchant that causes HPS to breach any undertaking under a Processor Agreement, including any performance standards hereunder.

5.14.6 Limitation of Liability.

In addition to any other limitations of liability set forth in this Agreement, Merchant agrees and acknowledges that HPS and Member Sponsor Bank shall have no liability to Merchant arising out of any act or omission by an EBT Provider. Without limiting the foregoing, HPS and each EBT Provider shall have no liability to Merchant for an EBT Provider's rejection, Chargeback or other failure to fully process in the ordinary course and without penalty any adjustment based upon a restriction on any

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EBT Provider's ability to process such adjustment to the Account of a recipient of government benefits, regardless of whether the error being adjusted was caused, in whole or in part, by HPS.

5.14.7 Deluxe EBT Program.
If Merchant is a participant in an EBT Program in the States of Kansas, Louisiana, (or any other state where Deluxe Data Systems, Inc. ["Deluxe"] is the prime contractor for the state), Merchant agrees that Deluxe, which is the EBT Provider for those states, shall have no liability to Merchant arising out of Deluxe's management of the EBT Program or processing of Transactions except for Merchant's direct damages caused by fraud or intentional misconduct committed by Deluxe's employees.
In no event shall Deluxe be liable to Merchant for indirect, incidental or consequential damages. Merchant agrees and acknowledges that Deluxe is a third party beneficiary of EBT for purposes of this limitation liability.

6. Fees

6.1 As consideration for the services to be provided by HPS, Merchant shall pay HPS various fees in the manner and pursuant to the Fee Schedule set forth herein and in the Application. The Fee Schedule may be amended as set forth in Section 19.11 of this Agreement. For the avoidance of doubt, Merchant is responsible for all Pass Through fees charged by the Card Schemes. Merchant is responsible for verifying the accuracy of its monthly statements received from HPS for the services provided hereunder.

6.2 Merchant shall pay fees charged to Merchant by third parties for telephone equipment, the preparation of the site(s) prior to installation of electronic data capture equipment and/or peripheral equipment, installation, maintenance, line charges, and utility costs. In addition, Merchant shall be responsible for any increase in long-distance communication costs, internet access, gateway costs, IP, SSL, DSL, lease, frame, and processing charges from third party vendors.

6.3 Merchant shall pay all applicable sales taxes for services and products provided by HPS.

6.4 All Card-Not-Present Transactions will be subject to the applicable interchange rates as defined by the Card Schemes. Notwithstanding the fees and costs listed in the Fee Schedule, Merchant shall pay any additional costs and fees associated with “Non-Qualifying Transactions” (including, but not limited to, Card-Not-Present Transactions, or Transactions involving corporate, business, purchasing and/or rewards Cards or any other types of Cards subject to Non-Qualifying rates). In addition, Merchant shall pay a voice Authorization fee $0.65 per Transaction or HPS’ then current rate for Voice Authorizations.

6.5 Merchant shall pay such fees and charges as may be set by HPS for any requested system enhancements or services in addition to those specified herein or in the Merchant Application or as may be requested by applicable law or changes in the Rules.

7. Rights, Duties and Responsibilities of HPS

7.1 HPS will accept all Sales Drafts and Credit Vouchers deposited by Merchant that comply with the terms of this Agreement. HPS will pay to Merchant the total face amount of each valid Sales Draft, less any Credit Vouchers, Discounts, fees or adjustments determined daily, weekly or monthly. All payments, credits and charges are subject to audit and final review by HPS and prompt adjustment shall be made as required. Notwithstanding any other provision in this Agreement, HPS may refuse to accept any Sales Draft, revoke its prior acceptance, or delay processing of any Sales Draft for any period of time, as HPS deems necessary and appropriate. HPS shall have no liability to Merchant for additional charges, higher rates, or any other loss, expense or damage Merchant may incur directly or indirectly due to any such refusal, revocation or delay.

7.2 HPS will accept customer service calls and other communications from Merchant relating to the services provided under this Agreement including, but not limited to, equipment service, disbursement of funds, Account charges, Merchant statements and Chargebacks.

7.3 HPS will process requests for Sales Drafts from Card Issuers and all Chargebacks and will provide Merchant with notice of requests and Chargebacks.

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7.4 HPS may provide terminals, printers and peripheral equipment at Merchant's request and expense. HPS will obtain repair and replacements on purchased and rented equipment. Merchant shall be liable for all non-warranty repairs, shipping and handling costs.

7.5 HPS may provide online data management information concerning Merchant to Member Sponsor Banks, Card Schemes, Card Issuers or any other party. This information includes but is not limited to Merchant identification information, Transaction information, deposits, ACH, batches, equipment, Chargebacks, retrievals, online statements and monthly affiliate reports.

7.6 Upon receipt of written request by Merchant, HPS may provide Merchant with certain supplies to complete and document Transactions at Merchant's request and expense as set forth in HPS product price list in effect at the time of such request.

7.7 From time to time HPS may refer Merchant to certain independent third party providers of certain products or services. Any agreement relating to the provision of such products or services shall be solely between the provider and Merchant. Under no circumstance shall HPS have any liability arising out of or related to the performance or non-performance of any product or service to be provided by any such third party provider.

7.8 HPS reserves the right, without notification, to change or modify all or part of the network configuration used to provide the services. Selection of equipment, hardware, etc. to be used by HPS or HPS's system shall be left solely to HPS's discretion. HPS shall not change its equipment protocol or HPS's compatibility requirements without notice to Merchant.

8. Privacy, Data Sharing & Confidentiality

8.1 Merchant is solely responsible for compliance with any privacy laws applicable to its use of HPS products and services, and its acceptance of Card Transactions. If Merchant is a Covered Entity, HealthCare Provider, or Business Associate under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"), Merchant represents and warrants that it shall not transmit to HPS any Protected Health Information ("PHI"), as defined in 45 C.F. R. §164.501. HPS operates under an exemption in the HIPAA Rules for financial institutions performing consumer conducted payment Transactions.

Furthermore, any exposure to PHI shall be random, infrequent and incidental to the provision of services by HPS, as allowed under the HIPAA Rules, and is not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI. Any transmission of PHI by Merchant to HPS shall be the responsibility of Merchant and Merchant agrees to pay HPS any fees or fines imposed on HPS by any agency of the U.S. Government with respect to or resulting from acts or omissions of Merchant regarding PHI.

8.2 As between HPS and Merchant, HPS shall be deemed the owner of all Transaction Data. Merchant shall have no rights in or title to Transaction Data, notwithstanding HPS's provision of access to certain Transaction Data in relation to the provision of services hereunder.

8.3 Merchant authorizes HPS to use, make available to third parties and/or exchange information, including Transaction Data, and information that relates to an identifiable individual ("Personal Information"), about Merchant (and about its partners, principals, proprietors, officers, shareholders and managing agents who have provided their written consent pursuant to this Agreement) with other financial institutions, payment networks, and any other persons or entities for the purpose of providing services under this Agreement or as HPS otherwise deems appropriate or necessary.

8.4 Merchant authorizes HPS to use, make available to third parties, and/or exchange information, including Transaction Data and Personal Information, about Merchant (and about its partners, principals, proprietors, officers, shareholders and managing agents who have provided their written consent pursuant to this Agreement) for statistical analysis, marketing purposes, and any other purpose related to the provision of HPS or a third party's products and services.

8.5 Merchant acknowledges that HPS may use, make available to third parties or exchange information, including Transaction Data and Personal Information, about Merchant (and about its partners, principals, proprietors, officers, shareholders and managing agents who have provided their written consent pursuant to this Agreement) with other entities that have products or services that may be of interest to Merchant. Personal

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Information regarding Merchant or Merchants customers will not be used in any way contrary to any applicable laws.

8.6 Upon acceptance of this Agreement, Merchant confirms it has read, understood and accepted the HPS Online Privacy Policy.

8.7 Confidential Information. Merchant and HPS will take reasonable steps to protect and maintain the confidentiality of confidential information as defined below ("Confidential Information"). bank account
(a) The types of Confidential Information that HPS may collect, share or make available to Merchants will depend on the products or services provided to the Merchant. Confidential Information may include, but is not limited to, financial information, such as transaction data and financial account information of Merchant and/or its customers.

Confidential Information further includes Personal Information, including but not limited to: social security number, driver's license number, credit or debit card number, personal identification number or password that would permit access to a financial account, personal bank account number, passport number or email address. Confidential Information further includes information HPS provides to Merchant about HPS's products, services, systems, and business.
(b) Confidential Information shall not include information that is lawfully obtained and publicly available or that is derived from federal, state, or local government records lawfully made available to the public.
(c) HPS may otherwise share or disclose Confidential Information pursuant to Sections 8.1, 8.2 and 8.3 or if it determines, in its sole discretion, that it is required to do so pursuant to any applicable law, regulatory requirement, and/or contractual obligation.

9. Reserve and Payment Obligations

9.1 At any time, HPS may establish a Reserve Account to secure the performance of Merchant's obligations hereunder, including without limitation in the event: (a) of a breach of this Agreement by Merchant; (b) of a material adverse change in Merchant's financial condition;
(c) Merchant receives excessive Chargebacks as determined by HPS, a Member Sponsor Bank or any Card Scheme; (d) Merchant has submitted fraudulent or suspicious Transactions; (e) HPS has reasonable grounds to believe that it may be or become liable to third parties due to Merchant's action or inaction hereunder; (f) of a change in Merchant's transaction volume or average ticket, or (g) HPS has reasonable grounds to believe that material fines, fees, or penalties may be assessed against HPS or a Member Sponsor Bank by a Card Scheme arising out of or relating to Merchant's failure to comply with the Rules. The amount of such Reserve Account shall be set and may be revised by HPS in its sole discretion at any time, based upon Merchant's processing history and the anticipated risk of loss to HPS.

9.2 HPS may require that such Reserve Account be funded by all or any combination of the following:
(a) debits to Merchant's Account or any other accounts owned by Merchant;
(b) deductions or offsets to any payments otherwise due to Merchant;
(c) Merchant's delivery of a letter of credit; or
(d) Merchant's pledge to HPS of a freely transferable negotiable certificate of deposit. Any such letter of credit or certificate of deposit shall be issued or established by a financial institution acceptable to HPS.

In the event of termination of this Agreement by either Merchant or HPS, an immediate Reserve Account, if not already established, may be established by HPS and the Reserve Account will be held by HPS for six (6) months after termination of this Agreement or for such longer time as HPS may, in its discretion, deem reasonably necessary based upon Merchant's liability to HPS arising prior to or after termination of this Agreement and HPS may deposit into and retain in the Reserve Account any and all amounts otherwise payable to Merchant.

Funds held in a Reserve Account may be held in a commingled Reserve Account for the reserve funds held in relation to HPS's other merchants, without involvement by an independent escrow agent. Merchant agrees that it shall have no right, title or interest in or to the commingled Reserve Account and shall receive no interest on funds held in a Reserve Account. However, Merchant may have an unsecured contractual claim against HPS with respect to any amount which may be due to Merchant after the expiration of the period described herein. Alternatively, in the sole discretion of HPS, HPS may place the funds in a Reserve Account in Merchant's name, and such funds shall be payable to Merchant therefrom in accordance with this Agreement. Any amount

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remaining in the Reserve Account when HPS determines that the Reserve Account may be closed shall be released to Merchant.

9.3 To secure the Merchant's obligations to HPS under this Agreement, and any other agreement for the provision of related equipment or related services ("Obligations"), Merchant grants to HPS a lien and security interest in and to any of Merchant's funds now or hereafter in the possession of HPS, whether now or hereafter due or to become due to Merchant from HPS. HPS is hereby authorized (any related notice and demand are hereby expressly waived), to set off, recoup, appropriate, and apply any and all such funds against and on account of Merchant's obligations under this Agreement, whether such obligations are liquidated, un-liquidated, fixed, contingent, matured or un-matured. Merchant agrees to duly execute and deliver to HPS such instruments and documents as HPS may reasonably request to perfect and confirm the lien, security interest, right of set off, recoupment and appropriation set forth in this Agreement.

9.4 Merchant agrees that HPS may withdraw funds from the Reserve Account at any time without notice to Merchant in the amount of any obligation of liability of Merchant to HPS hereunder, arising prior to or after termination, including any applicable Early Termination Fees pursuant to Section 13.4. If the Reserve Account funds are not sufficient to cover the Chargebacks, adjustments, fees and other charges due from Merchant, or if the funds in the Reserve Account have been released, Merchant agrees to promptly pay HPS the amount of such deficiency upon request.

10. Indemnification; Due Care

10.1 Merchant shall indemnify and hold harmless HPS and Member Sponsor Bank from all claims, liability, loss and damage, including reasonable attorney's fees and costs, whether direct or indirect, arising out of: (i) any breach by Merchant of the terms of this Agreement; (ii) any act or omission of Merchant, (iii) Merchant's failure or alleged failure to comply with the Rules, or any federal or state law, rule or regulation, including, without limitation, any rules or regulations promulgated by the PCI SSC or any other applicable security standards; (iv) death or injury caused by the Products sold by Merchant, (v) all web-based, internet or electronic commerce Transactions including Merchant's insecure transmission of card transaction data and/or storage of cardholder information, (vi) any agreement to permit Merchant to access other financial services through point of sale equipment provided by HPS and/or Member Sponsor Bank, (vii) the services provided to Merchant from a Merchant Servicer or Third Party Agent, including any and all claims related to the performance or non-performance of Merchant Servicer or Third Party Agent pursuant to such agreement or non-compliance thereof or (viii) HPS's and/or Member Sponsor Bank's reporting of Merchant's business name and the names and other identification of its principals to the terminated merchant file in accordance with Section 14.1 hereof. Merchant shall pay all fees, costs associated with any action brought by HPS and/or Member Sponsor Bank to collect amounts owed by Merchant to HPS and/or Member Sponsor Bank under this Agreement.

11. Limitation of Liability

11.1 HPS and Member Sponsor Bank shall have no liability whatsoever and for any reason for:

(a) increased fees or other charges resulting from Merchant's use of equipment or other software provided or serviced by any Service Provider or Third Party Agent, or

(b) for any act, omission or damages arising from services provided to Merchant from a Merchant Servicer or Third Party Agent.

11.2 IT IS AGREED THAT IN NO EVENT WILL HPS OR MEMBER SPONSOR BANK BE LIABLE FOR ANY CLAIM, LOSS, BILLING ERROR, DAMAGE, OR EXPENSE ARISING OUT OF OR RELATING TO THIS AGREEMENT WHICH IS NOT REPORTED IN WRITING TO HPS OR MEMBER SPONSOR BANK BY MERCHANT WITHIN SIXTY (60) DAYS OF SUCH FAILURE TO PERFORM, OR IN THE EVENT OF A BILLING ERROR WITHIN NINETY (90) DAYS OF THE DATE OF THE INVOICE OR APPLICABLE STATEMENT. MERCHANT HEREBY EXPRESSLY WAIVES ANY SUCH CLAIM THAT IS NOT BROUGHT WITHIN THE SPECIFIED TIME PERIODS.

11.3 THE LIABILITY FOR HPS AND MEMBER SPONSOR BANK FOR ANY LOSS ARISING OUT OF OR RELATING IN ANY WAY TO THIS CARD SERVICES AGREEMENT, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE UNAVAILABILITY OR MALFUNCTION OF THE SERVICES PROVIDED HEREUNDER, PERSONAL INJURY, OR OTHER PROPERTY DAMAGE, SHALL, IN THE AGGREGATE, BE LIMITED TO ACTUAL, DIRECT, AND GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED

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ONE (1) MONTH'S AVERAGE CHARGE PAID BY MERCHANT HEREUNDER (EXCLUSIVE OF INTERCHANGE FEES, ASSESSMENTS, AND ANY OTHER FEES OR COSTS THAT ARE IMPOSED BY A THIRD PARTY IN CONNECTION WITH MERCHANT'S PAYMENT PROCESSING) FOR THE SERVICES PROVIDED HEREUNDER DURING THE PREVIOUS TWELVE (12) MONTHS OR SUCH LESSER NUMBER OF MONTHS AS SHALL HAVE ELAPSED SUBSEQUENT TO THE EFFECTIVE DATE OF THIS AGREEMENT.

11.4 IN NO EVENT SHALL HPS OR MEMBER SPONSOR BANK BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INDIRECT OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, REVENUES AND BUSINESS OPPORTUNITIES. MERCHANT AGREES TO REIMBURSE HPS FOR ALL COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES INCURRED AS A RESULT OF ANY SUCH ACTION, PROCEEDING OR LIABILITY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. Without limitation of the foregoing, HPS shall not be liable to Merchant for delays in data transmission.

11.5 HPS AND MEMBER SPONSOR BANK MAKE NO WARRANTY WHATSOEVER REGARDING CARD AUTHORIZATIONS, DECLINES OR REFERRAL CODES, RESPONSES TO REQUESTS FOR AUTHORIZATION, PROCESSING, SETTLEMENT, OR ANY OTHER SERVICES PROVIDED BY OR ON BEHALF OF HPS AND MEMBER SPONSOR BANK HEREUNDER, AND HPS AND MEMBER SPONSOR BANK HEREBY DISCLAIM ANY AND ALL SUCH WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY TITLE, OR NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE and HPS and Member Sponsor Bank shall have no liability to Merchant or any other person for any loss, liability or damage arising directly or indirectly in connection herewith. Without limitation of the foregoing, Merchant acknowledges that HPS and Member Sponsor Bank have no liability or responsibility for the actions or failures of any Card Scheme, Card Issuer or Cardholder.

11.6 HPS AND MEMBER SPONSOR BANK SHALL BE EXCUSED FOR UNTIMELY PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES PROVIDED HEREUNDER INCLUDING PROCESSING DELAYS OR OTHER NON-PERFORMANCE CAUSED BY SUCH EVENTS AS FIRES, TELECOMMUNICATIONS FAILURES, EQUIPMENT FAILURES, STRIKES, RIOTS, WAR; NON-PERFORMANCE OF VENDORS, SUPPLIERS, PROCESSORS OR TRANSMITTERS OF INFORMATION; ACTS OF GOD OR ANY OTHER CAUSES OVER WHICH HPS OR MEMBER SPONSOR BANK HAS NO CONTROL.

12. Display of Materials: Trademarks

12.1 Use of promotional materials and use of any trade name, trademark, service mark or logo type ("Marks") associated with each Card Scheme shall fully comply with specifications contained in applicable Rules.

12.2 Merchant shall only use each Mark in a way to indicate that the Card Scheme is accepted at Merchant and that Merchant is customer of HPS. Marks may not be edited or combined with other Marks. Merchant shall not use any promotional materials or Marks in any way that suggests or implies that a Card Scheme endorses Merchant's Products or services.

13. Term: Termination

13.1 **THIS AGREEMENT SHALL BECOME EFFECTIVE UPON ACCEPTANCE OF THE FIRST MERCHANT DEPOSIT BY HPS AND SHALL CONTINUE IN EFFECT FOR A TERM OF THIRTY-SIX (36) MONTHS THEREFROM ("TERM"). THEREAFTER, THIS AGREEMENT WILL AUTOMATICALLY RENEW FOR ADDITIONAL TWELVE (12) MONTH PERIODS UNLESS TERMINATED BY ANY PARTY BY GIVING WRITTEN NOTICE TO THE OTHER PARTY AT LEAST SIXTY (60) DAYS PRIOR TO THE END OF THE TERM OR ANY RENEWAL TERM, EXCEPT THAT IN CASE OF AN EVENT OF DEFAULT BY MERCHANT, OR AS REQUIRED BY A CARD SCHEME OR MEMBER SPONSOR BANK, THIS AGREEMENT MAY BE TERMINATED OR SUSPENDED IMMEDIATELY AND HPS SHALL GIVE MERCHANT WRITTEN NOTICE WITHIN FIFTEEN (15) DAYS THEREAFTER.**

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13.2 Upon the occurrence of any Event of Default, all amounts payable hereunder by Merchant to HPS shall be immediately due and payable in full without demand or other notice of any kind, all of which are expressly waived by Merchant. For the purposes of this Section 13.2 an "Event of Default" occurs when:

(a) Merchant shall default in any material respect in the performance or observance of any term, covenant, condition contained in this Agreement, including, but not limited to, the establishment of or maintenance of funds in a Reserve Account in accordance with the provision of Section 9.1 and 9.2; or any noncompliance with the Rules or the operating regulations of a Card Issuer or a reasonable belief by HPS that Merchant will constitute a risk to HPS by failing to meet the terms of this Agreement;
(b) material adverse change in the business, financial condition, business procedure, prospects, Products or services of Merchant;
(c) any information contained in the Merchant Application was or is incorrect in any material respect, is incomplete or omits any information necessary to make such information and statements not misleading to HPS;
(d) any assignment or transfer of control of Merchant or its parent;
(e) a sale, transfer or liquidation of all or a substantial portion of Merchant's assets;
(f) irregular Card sales or credits by Merchant, Card sales substantially greater than the annual volume or average ticket amount stated on Merchant's Application, excessive Chargebacks or any other circumstances which, in the sole discretion of HPS, may increase the risk of Merchant Chargebacks or otherwise present a financial or security risk to HPS;
(g) reasonable belief by HPS that Merchant is engaged in practices that involve elements of fraud or conduct deemed to be injurious to Cardholders, including, but not limited to fraudulent, prohibited or restricted Transaction(s);
(h) any voluntary or involuntary bankruptcy or insolvency proceedings involving Merchant, its parent or an affiliated entity, or any other condition that would cause HPS to deem Merchant to be financially insecure;
(i) Merchant engages in any Outbound Telemarketing Transactions;
(j) Merchant or any other person owning or controlling Merchant's business is or becomes listed in any Card Schemes security reporting; or
(k) Early termination of this Agreement by Merchant without cause, including without limitation by Merchant's use of another processor to provide services similar to those provided by HPS hereunder.

Then, upon occurrence of any Event of Default, all amounts payable hereunder by Merchant to HPS, including any applicable Early Termination Fees (payable as set forth in Section 13.4), shall be immediately due and payable in full without demand or other notice of any kind, all of which are expressly waived by Merchant.

13.3 In the event of termination, regardless of cause, Merchant agrees that all obligations and liabilities of Merchant including all Chargebacks, fees, credits and adjustments with respect to any Sales Draft or Credit Voucher presented prior to the effective date of termination shall survive such termination and expressly authorizes HPS to withhold and discontinue the deposit to Merchant's Account for all Card and other payment Transactions of Merchant in the process of being collected and deposited.

13.4 MERCHANT MAY BE CHARGED A FEE OF $295 PER LOCATION ("EARLY TERMINATION FEE" OR "ETF") IF MERCHANT TERMINATES THIS AGREEMENT PRIOR TO THE EXPIRATION OF THE TERM (EXCEPT IF AS A RESULT OF HPS' MATERIAL UNCURED BREACH OF THIS AGREEMENT). THE ETF MAY BE DEDUCTED IN A SINGLE PAYMENT FOR THE FULL AMOUNT VIA ACH DEBIT TO THE ACCOUNT, AT HPS' OPTION, UPON OR AT ANY TIME AFTER HPS' RECEIPT OF MERCHANT'S NOTICE OF TERMINATION.

13.5 Neither the expiration nor termination of this Agreement shall terminate the obligations or rights of the parties pursuant to provisions of this Agreement, which by their terms are intended to survive or be perpetual or irrevocable.

13.6 The provisions governing processing and settlement of Card Transactions, all related adjustments, fees and other amounts due from Merchant and the resolution of any related Chargebacks, will continue to apply after termination of this Agreement.

13.7 Supply orders are shipped via ground and any additional shipping fees such as overnight, second day, third day and Saturday delivery will be charged to the Merchant. HPS will collect all charges for supplies and shipping via ACH.

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14. Terminated Merchant File

14.1 If Merchant is terminated for cause by a Card Scheme, including but not limited to fraud, counterfeit, duplicate or unauthorized Transactions, excessive Chargebacks or suspect activity, HPS and/or Member Sponsor Bank may report Merchant's business name and the names and other identification of its principals to the terminated merchant file. Merchant expressly agrees and consents to such reporting, and HPS and Member Sponsor Bank have no liability to Merchant for any loss, expense or damage Merchant may sustain, directly or indirectly, due to such reporting.

15. Additional Locations

15.1 Merchant may wish to utilize services provided by HPS under this Agreement at its other business Locations ("Additional Locations"). Merchant may apply to add such Additional Locations provided that such Additional Locations conduct the same type of business and sell the same type of Products. Additional Locations submitted to receive Services under this Agreement shall be subject to approval by HPS and Member Sponsor Bank, and Merchant shall submit a new Merchant Application for any such Additional Location(s).

16. Notices

16.1 All notices and other communications required or permitted to be sent to Merchant under this Agreement may be made: (1) by written communication sent to Merchant at the address stated on the Merchant Application or as updated by Merchant thereafter; (2) by electronic communication sent to Merchant at the electronic mail address stated on the Merchant Application or as updated by Merchant thereafter; or (3) via an electronic posting or notification accessible to Merchant on the Heartland website located at: https://infocentral.heartlandpaymentsystems.com. All notices and other communication required or permitted to be sent to HPS under this Agreement shall be deemed delivered when mailed first-class mail, postage prepaid, addressed to the Merchant at the address stated in the Application and to HPS at the address set forth below, or at such other address as the receiving party may have provided by written notice to the other:

Heartland Payment Systems, LLC
Attn: Customer Care
One Heartland Way
Jeffersonville, IN. 47130
Phone: (888) 963-3600

Member Sponsor Banks

Issues Regarding Credit Cards

Deutsche Bank Trust Company Americas
Cash Management
1 Columbus Circle, New York NY, USA 10019-8735
Email: COMPL.Card_Acquiring@list.DB.com

Wells Fargo Bank, N.A.
P.O. Box 6079
Concord, CA 94524
Phone: (844) 284-6834

Issues Regarding Debit Cards

PB&T BANK
301 West 5th Street
Pueblo, CO. 81003
(888) 728-3550

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17. DISPUTE RESOLUTION – ARBITRATION AND CLASS ACTION WAIVER

NOTE: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS AND THE RESOLUTION OF DISPUTES

17.1 MANDATORY ARBITRATION: **ANY DISPUTE OR CLAIM ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT OR THE RELATIONSHIPS WHICH RESULT FROM THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT; HOWEVER, YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF (1) THE CLAIMS QUALIFY FOR SMALL CLAIMS COURT; (2) THE MATTER REMAINS IN SMALL CLAIMS COURT AT ALL TIMES; AND (3) THE MATTER PROCEEDS ONLY ON AN INDIVIDUAL (NOT A CLASS OR REPRESENTATIVE) BASIS)**. ARBITRATION DOES NOT PROCEED BEFORE A JURY AND MAY INVOLVE MORE LIMITED DISCOVERY THAN A COURT PROCEEDING.

ANY ARBITRATION UNDER THIS AGREEMENT WILL ONLY BE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED. The arbitrator's award or decision will not affect issues or claims involved in any proceeding between HPS and any person or entity who is not a party to the arbitration. The arbitrator may award monetary, declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator's award, if any, will not apply to any person or entity that is not a party to the arbitration. However, nothing in this Section or Agreement shall preclude any party from bringing issues to the attention of federal, state or local agencies. Such agencies can, if the law allows, seek relief on your behalf.

Further, notwithstanding the foregoing, nothing in this Section or this Agreement prohibits a party from applying to a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other equitable relief.

The Federal Arbitration Act (9 U.S.C. § 1 et seq.) governs the interpretation and enforcement of the arbitration provisions of this section. Arbitration will be administered by JAMS (www.jamsadr.com). For claims greater than $250,000, the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply (if no such rules are in effect, JAMs default arbitration rules shall apply). For claims equal to or less than $250,000, the JAMS Streamlined Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply (if no such rules are in effect, JAMS default arbitration rules shall apply). Unless the arbitrator(s) determine that justice or fairness require otherwise: (i) any arbitration will proceed in Muscogee County, Georgia (although, for the convenience of the Merchant or guarantor (as applicable), any party or its counsel may participate telephonically); and (ii) the arbitrator(s) will oversee limited discovery, taking into account the amount in controversy and the parties' desire to keep proceedings cost-effective and efficient. Any decision rendered in any arbitration proceeding shall be final and binding on each of the parties to the arbitration and judgment may be entered thereon in any court of competent jurisdiction. The parties will maintain the confidential nature of the arbitration proceeding except as may be necessary to enforce any award or to comply with applicable law.

If the total damage claims in an arbitration are $10,000 or less, not including the Merchant's attorney fees ("Small Arbitration Claim"), the arbitrator may, if the Merchant, prevails, award the Merchant reasonable attorney fees, expert fees and costs (separate from Arbitration Costs as defined below), but may not grant HPS its attorney fees, expert fees or costs (separate from Arbitration Costs) unless the arbitrator determines that the Merchant's claim was frivolous or brought in bad faith. In a Small Arbitration Claim case, HPS will pay all arbitration filing, administrative and arbitrator costs (together, "Arbitration Costs"). The Merchant must submit any request for payment of Arbitration Costs to JAMS at the same time the Merchant submits its Demand for Arbitration. However, if the Merchant wants HPS to advance the Arbitration Costs for a Small Arbitration Claim before filing, HPS will do so at the Merchant's written request which must be sent to HPS at the address in paragraph 16.1 above.

If the Merchant's total damage claims in an arbitration exceed $10,000, not including the Merchant's attorney fees ("Large Arbitration Claim"), the arbitrator may award the prevailing party its reasonable attorneys' fees and costs, or it may apportion attorneys' fees and costs between the Merchant and HPS (such fees and costs being separate from Arbitration Costs).
In a Large Arbitration Claim case, if the Merchant is able to demonstrate that the Arbitration Costs will be prohibitive as compared to the costs of litigation, HPS will pay as much of the Arbitration Costs as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive.

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Merchant hereby agrees that claims applicable to American Express may be resolved through arbitration as further described in the American Express Merchant Requirements Guide (the "American Express Guide").

17.2 Choice of Forum: A court, not the arbitrator, will decide any questions regarding the validity, scope and/or enforceability of Section 17.1. Any litigated action (as opposed to an arbitration) regarding, relating to or involving the validity, scope and/or enforceability of Section 17.1, or otherwise, shall be brought in either the courts of the State of Georgia sitting in Muscogee County or the United States District Court for the Northern District of Georgia, and Merchant and guarantor (if applicable) expressly agree to the exclusive jurisdiction of such courts. Merchant and guarantor (if applicable) hereby agree and consent to the personal jurisdiction and venue of such courts, and expressly waive any objection that Merchant or guarantor might otherwise have to personal jurisdiction or venue in such courts.

17.3 Class Action Waiver: MERCHANT AND GUARANTOR (IF APPLICABLE) ACKNOWLEDGE AND AGREE THAT ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE RESOLVED ON AN INDIVIDUAL BASIS WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND SHALL NOT BE CONSOLIDATED WITH THE CLAIMS OF ANY OTHER PARTIES.
MERCHANT AND GUARANTOR (IF APPLICABLE) FURTHER AGREE TO WAIVE, AND HEREBY WAIVE, THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR TO LITIGATE OR ARBITRATE ON A CLASS-WIDE BASIS.

18. Additional Services

18.1 Merchant may request additional systems and services ("Additional Services") from HPS beyond those originally requested in the Application. In order to expedite the establishment of Additional Services, Merchant hereby authorizes HPS to take whatever measures necessary to promptly establish any Additional Service that Merchant might request in writing and to execute necessary authorization(s) on Merchant's behalf on the warranty hereby given that Merchant's signature on this Agreement shall be valid for all Additional Services. Delivery of any requested Additional Services shall be deemed to have occurred upon Merchant's first use of any such Additional Services. Merchant acknowledges that all Additional Services shall be governed by this Agreement and the Rules.

18.2 In the event that Merchant elects to receive tokenization services, the following terms and conditions of this Section 18 shall apply with respect thereto. HPS will tokenize each Cardholder primary account number ("PAN") submitted to HPS by Merchant in connection with a Transaction. HPS's tokenization of each PAN submitted to HPS by Merchant will occur after Authorization. Merchant hereby acknowledges that tokens may be assigned to a token group which may be shared among other HPS merchants.

Merchant further acknowledges and agrees that all tokens provided or created in connection herewith remain the sole and exclusive property of HPS and cannot be transferred or removed from HPS and will not follow Merchant to any other provider without prior written approval from HPS, which approval may be approved or withheld by HPS in its sole discretion.

19. Additional Terms

19.1 Truth of Statements: Merchant represents to HPS that all information and all statements contained in the Merchant Application are true and complete and do not omit any information necessary to make such information and statements not misleading to HPS.

19.2 Personal Guarantees & Guarantor(s): Any individual(s) by execution of the application as guarantor, hereby unconditionally and irrevocably guarantees to HPS the full and faithful performance or payment by Merchant of each and all of its duties and obligations herein set forth, including payment of all sums due and owing and any attorney's fees and cost associated with the enforcement of terms hereof, whether prior or subsequent to termination or expiration of this Agreement. HPS shall not be required to proceed against Merchant or enforce any other remedy before proceeding against the guarantor(s). This is a continuing guaranty and shall not be discharged or affected by the sale or assignment of the merchant's business or death of the guarantor(s) unless such release is in writing signed by an authorized HPS representative.
It shall bind the heirs, administrators, representatives and assigns of the guarantor(s) and may be enforced by or for the benefit of any successor of HPS.

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19.3 Entire Agreement: This Agreement constitutes the entire understanding of HPS and Merchant and supersedes all prior agreements, understandings, representations, and negotiations, whether oral or written between them.

19.4 No Waiver of Rights: Any failure of HPS to enforce any of the terms, conditions or covenants of this Agreement shall not constitute a waiver of any rights under this Agreement.

19.5 Section Headings: All section headings contained herein are for descriptive purposes only, and the language of such section shall control.

19.6 Assignability: Merchant may not assign this Agreement directly or by operation of law, without the prior written consent of HPS. Any assignment by Merchant without the prior written consent of HPS shall be void. HPS and Member Sponsor Bank may assign this Agreement without Merchant's consent. This Agreement shall be binding upon the parties hereto, their successors and permitted assigns.

19.7 Relationship of the Parties: Nothing contained herein shall be deemed to create a partnership, joint venture or, except as expressly set forth herein, any agency relationship between HPS and Merchant.

19.8 Severability: If any term or provision of this Agreement is found to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such terms or provisions shall be deemed modified to the extent necessary to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

No part or portion of 17.1 (Mandatory Arbitration), Section 17.2 (Choice of Forum), or Section 17.3 (Class Action Waiver) shall be deemed so integral to either this Agreement as a whole, or to the remaining parts or portions of Sections 17.1 through 17.3 hereof, that the unenforceability of that part or portion should have any impact on or render the remainder unenforceable.

19.9 Choice of Law: HPS, Member Sponsor Bank, Merchant, and guarantor (if applicable) agree that any and all disputes or controversies of any nature whatsoever (whether in contract, tort, or otherwise) arising out of, relating to, or in connection with (a) this Agreement, (b) the relationships which result from this Agreement, or (c) the validity, scope, interpretation, or enforceability of the choice of law and forum provisions of this Agreement, shall be governed by the laws of the State of Georgia, notwithstanding any conflicts of laws rule; provided, however, that the Federal Arbitration Act (9 U.S.C. § 1 et seq.) governs the interpretation and enforcement of Section 17.1 when permitted.

19.10 No Third Party Beneficiary: Under no circumstance, shall any third party be considered a third party beneficiary of Merchant's rights or remedies under this Agreement or otherwise be entitled to any rights or remedies of Merchant under this Agreement.

19.11 Amendments: HPS may change the terms of or add new terms to this Agreement at any time and any such changes or new terms shall be effective when notice thereof is given by HPS either through written communication or on its Merchant website located at: https://infocentral.heartlandpaymentsystems.com. Notwithstanding anything herein to the contrary, all fees, charges and/or discounts charged to Merchant hereunder may be changed immediately and without prior written notice to Merchant, provided that HPS will notify Merchant of any such changes promptly, either through written communication or on the Merchant website listed above.

19.12 Public Statements: Merchant shall obtain the prior written consent of HPS prior to making any written or oral public disclosure or announcement, whether in the form of a press release or otherwise, which directly or indirectly refers to HPS.

19.13 Financial Accommodation: This Agreement creates a contract for the extension of financial accommodations to Merchant within the meaning of Section 365 of the Bankruptcy Code. In the event Merchant becomes a debtor in bankruptcy, this Agreement cannot be assumed or enforced against HPS and HPS shall be excused from performance hereunder.

19.14 Electronic Signatures: Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (1) your electronic signature is associated with this

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Agreement and related documents, (2) you consent and intend to be bound by this Agreement and related documents, and (3) this Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Agreement and all related electronic documents shall be governed by the provisions of E-Sign. By pressing Submit, you agree (i) that this Agreement and related documents shall be effective by electronic means, (ii) to be bound by the terms and conditions of this Agreement and related documents, (iii) that you have the ability to print or otherwise store this Agreement and related documents, and (iv) to authorize us to conduct an investigation of your credit history with various credit reporting and credit bureau agencies for the sole purpose of determining the approval of the applicant for merchant status or equipment leasing. This information is kept strictly confidential and will not be released.

20. Optional Card Brand Fees

CONVENIENCE FEE: A fee charged to the Cardholder by the Merchant for a true convenience for accepting a credit or debit card. Examples of a "true convenience" are payment through the internet, mail order or phone order. All Card Schemes allow merchants to charge a convenience fee. All Card Schemes must be charged equally. Merchant is required to disclose the fee to the Cardholder and provide the Cardholder with the opportunity to cancel the Transaction, if the Cardholder does not want to pay the convenience fee. In addition to the foregoing, (i) Visa requires merchants to have a brick and mortar location in order to be allowed to charge a convenience fee; (ii) MasterCard requires processors to register any government or education merchant.

SURCHARGE: A charge in addition to the initial amount of the sale on a credit card to cover the Merchant's cost of acceptance. All Card Schemes allow surcharging. Visa, MasterCard and Discover require merchants to register with the Card Schemes. The Merchant is required to disclose the fee at the entry of its establishment and at the point of sale. The Cardholder must be given the opportunity to cancel the Transaction if they do not want to pay the surcharge fee. The amount of the charge cannot exceed the amount of the Merchant's discount fee on Visa, MasterCard and Discover and is capped at 4%. The surcharge must appear on the sales receipt separately from the sales amount. All Card Schemes must be charged equally. Currently there are several states that prohibit surcharging. Merchants should check their state and local laws prior to initiating a surcharge.

SERVICE FEE: Visa allows government and education merchants to charge a different type of fee called a "service fee". This fee is assessed for accepting payments for taxes, fees and fines for government MCCs and for tuition, room and board, lunch programs, etc. for education MCC merchants. The service fee can be charged on credit and debit Transactions, in a face-to-face or card not present environment.

The service fee must appear separate from the sales amount on the receipt. Merchants must be registered through Visa. Service fee must be disclosed prior to completion of the transaction, allowing the Cardholder to cancel the Transaction if they do not wish to accept the service fee. MasterCard allows government and education merchants to charge "convenience fees" and has no separate "service fee" for these MCCs.

OTHER FEES: Handling fees and payment fees are allowed on all Card Schemes as long as these fees are charged on all payment channels; cash, checks, ACH, etc. These are not governed by the Card Schemes specifically. State and local laws may apply and merchants should ensure the fees are allowed in their area of business.

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Heartland

Equipment Purchase, Rental & Customer Owned Equipment Agreement ("Equipment Agreement")

I. Equipment Options:

As used herein, "Equipment" means the terminals, printers, readers, and accessories or hardware necessary to operate Merchant's chosen Heartland Payment Systems, LLC ("Heartland") solution(s). Merchant may choose to provide its own Equipment, may purchase Equipment from or through Heartland, may, if applicable, receive Rental Equipment (as defined below), or any combination of these options. This Equipment Agreement provides the terms that apply to and govern each of these options, with the terms of Section II applying to all options. This Equipment Agreement is part of and shall be governed by the terms and conditions of the Merchant Processing Agreement (the "Agreement") between the parties and is incorporated therein by reference.

(a) Providing Your Own Equipment: Merchant may choose to purchase or lease Equipment from parties other than Heartland. In such case, Heartland makes no promise that Equipment acquired through third parties ("Third Party Equipment") will work correctly with and for Heartland's proprietary terminal software application (the "Software"), Services and/or Equipment. Except as specifically stated in this Equipment Agreement, Heartland will not be responsible for any failure, malfunction, speed or adequacy of Third Party Equipment, for performance of Heartland Software or Services on Third Party Equipment or for repair or replacement of any Third Party Equipment except as specifically stated in this Equipment Agreement. Heartland may elect to support certain Third Party Equipment in its sole discretion, and if it so elects Heartland will replace and repair Merchant's Third Party Equipment should the equipment become inoperative, in which event Merchant will receive replacement equipment and the repaired Third Party Equipment will be placed in Heartland inventory. Merchant will be billed for all replacements and repairs of Merchant's Third Party Equipment. Returned Merchant Third Party Equipment that cannot be repaired will be replaced and billed as a new purchase at then current rates. Notwithstanding the foregoing, Heartland does not provide repair or replacement service for third party equipment provided by third party Point of Sale (POS) System providers.

(b) Purchasing Equipment from Heartland: Merchant may choose to buy some or all of the necessary Equipment from or through Heartland. Equipment pricing will be quoted, and must be agreed upon by Merchant (via written order form or phone) before an order will be processed. Equipment fees will be collected via an ACH debit to Merchant's designated DDA account (the "Account"). Unless otherwise specifically stated in the documentation provided with the Equipment, Heartland provides a one year warranty beginning on the date of shipment on all Heartland supplied **serialized** Equipment (including its internal Software) that such Equipment shall be free from faulty workmanship and defects in materials ("Heartland Hardware Warranty"). Equipment covered by the Heartland Hardware Warranty will be replaced at no cost to the Merchant during the applicable warranty period. However, Equipment sold to Merchant by or through Heartland and sent back to Heartland, but not covered under the Heartland Hardware Warranty (including, but not limited to, Heartland supplied and sold equipment damaged by fire, lightning, water damage) will be replaced and billed to Merchant as a new purchase at then current rates. After the warranty period, Heartland will replace such Equipment and repair damaged Equipment at Merchant's expense. If Equipment is damaged by the negligence or the willful acts or omissions of Merchant, its employees, agents or customers during the applicable warranty period, Merchant will be charged for Equipment repairs or replacements. If Equipment purchased from Heartland is returned within sixty (60) days of purchase in Original Condition, Heartland will refund the difference less a restocking fee of $30 for new or used repair/replacement equipment. "Original Condition" means Equipment that has not been used to process transactions, other than to test the Equipment prior to deployment for general use. Heartland will not accept returned Equipment after 60 days of purchase or Equipment not in Original Condition.

(c) Equipment Provided by Heartland: Merchant may choose to rent Equipment from Heartland, may receive equipment from Heartland in connection with its receipt of software services, or may be loaned equipment by Heartland (collectively, "Rental Equipment"). Merchant is liable for all rental payments due hereunder. Rental privileges shall last as long as Merchant continues to remit timely rental payments and complies with its agreements with Heartland. All Rental Equipment is and shall remain the sole personal property of Heartland and will not be deemed for any purpose to be fixtures.

Heartland may affix or attach to all Rental Equipment a tag or label indicating its ownership of, or interest in, said Rental Equipment and Merchant will not remove, or allow the removal of, any such tag or label. Merchant will not sell, lease, encumber, or otherwise dispose of any interest in any Rental Equipment and will keep it free of all liens, claims or encumbrances whatsoever. Merchant will not be liable for ordinary wear and tear of Rental Equipment. Rental Equipment may be replaced at no expense to Merchant if a defect in the Rental Equipment cause it to become inoperable through no fault of Merchant, its employees, agents or customers. If Rental Equipment is damaged due to the negligence or the willful acts or omissions of Merchants, its employees, agents or customers, Merchant will be charged by Heartland for any repairs. . Merchant will be liable for the full cost of the Rental Equipment in the event the Rental Equipment is lost, destroyed or made inoperative. Merchant will indemnify Heartland against any loss or destruction of any Rental Equipment for any cause whatsoever, excepting the negligence of Heartland.

If applicable, Merchant shall pay the monthly rental price indicated on the order form, and such rental fees will be collected

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monthly via an automatic ACH debit to Merchant's designated DDA Account and will be billed monthly including the last month in which Merchant processes transactions. Within thirty (30) days of the termination or expiration of the Agreement (the "Return Deadline"), all Rental Equipment must be returned to Heartland at Merchant's sole cost and expense. In addition, should Merchant discontinue processing bankcard Transactions with Heartland prior to the expiration of the term of the Agreement, it shall pay to Heartland an Equipment Agreement cancellation fee of $100.00. If Rental Equipment malfunctions and Heartland issues replacement Rental Equipment, Merchant shall, within ten (10) days of receipt of the replacement Rental Equipment, ship the malfunctioning Rental Equipment to Heartland at Merchant's expense. If Merchant fails to so return the malfunctioning Equipment to Heartland, or if Merchant fails to return any Rental Equipment by the Return Deadline, Merchant shall be liable for the full replacement value of said Rental Equipment and for any costs incurred by Heartland in connection with recovery of the malfunctioning Equipment, and Merchant's designated Account will be debited for all amounts due Heartland for unreturned Rental Equipment.

II. Universal Terms:

(a) Installation and Training: Heartland will program equipment for Authorization and appropriate draft capture. Heartland will ship the Equipment at Merchant's expense to Merchant's designated business Location ("Location") as set forth in the Merchant Application and Agreement. Heartland will provide Merchant with a reasonable number of Quick Reference Guides and/or User Guides, as applicable, to help Merchant install the Equipment. Heartland may amend the Quick Reference Guides and/or User Guides as applicable to the equipment functionality. Merchant agrees to comply with all applicable instructions as set forth in the Quick Reference Guides and/or User Guides when installing Equipment at the Location. Heartland shall provide additional training as Heartland may deem necessary or appropriate. When additional training is deemed to be necessary by Heartland, Merchant will cooperate with Heartland in scheduling its employees for training at mutually convenient times and in making its employees available at the time scheduled. Promptly after the completion of such training at any Location or immediately upon receipt of the Quick Reference Guides and/or User Guides when training is not deemed necessary by Heartland, Heartland shall commence providing the Services through the Equipment installed and connected at such Location, subject to the further terms and conditions of this Equipment Agreement. The obligations of Heartland under this Section II (a) shall not apply to Third Party Equipment except for Third Party Equipment that Heartland, in its sole discretion, elects to support.

(b) Software: All Heartland Software provided in connection with the Equipment is licensed (not sold) to Merchant on a limited, non-transferable, non-exclusive basis for use by Merchant on the designated Equipment. This will be for Merchant's internal purposes only in conjunction with Heartland Services. Heartland Software is the sole and exclusive property of Heartland, including all applicable rights to patents, copyrights, trademarks and trade secrets and shall be held in confidence by Merchant. Merchant will not remove any Heartland designation mark from any supplied material.

Merchant agrees not to disassemble, decompile, reverse engineer or otherwise reduce the software to perceptible form. Merchant may not rent, lease, sub-license or transfer the software. Merchant may not use Heartland software for any purpose or in any manner outside this license. Heartland warrants that the software shall perform substantially in the manner set forth in the applicable Quick Reference Guide and/or User Guide ("Heartland Software Warranty"). Third party software is licensed or sub-licensed to Merchant under the terms, including without limitation the warranty terms, of the manufacturer's license and of this Equipment Agreement.

Software licensed on a subscription basis is warranted during the period the subscription is in full force and effect. Software licensed on a standalone basis that is not part of Equipment acquired from Heartland and for which a different warranty period is not expressly provided for in the documentation accompanying such software is warranted for ninety (90) days beginning on the date of shipment or download. Heartland does not offer refunds on Heartland software or software licensed or sublicensed by Heartland on behalf of a third party.

Should Heartland determine during the applicable warranty period that the software does not operate as warranted, Heartland will, at its option, replace or repair the software. In the case of third party software, the determination whether to replace or repair shall be made by the applicable third party software licensor.

Export Regulation. Merchant acknowledges that the Software acquired hereunder may include technical data subject to U.S. export control laws and regulations. Merchant shall not itself, or permit any other person or entity, to export, re-export or release, directly or indirectly, any Software or related documentation provided hereunder to any country, jurisdiction or person to which the export, re-export or release of same is prohibited by applicable law.

U.S. GOVERNMENT RESTRICTED RIGHTS. The software and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in applicable federal law.

(c) ***Heartland Secure Breach Warranty: Heartland agrees to provide this limited warranty for the HEARTLAND SECURE devices.

If the warrantied HEARTLAND SECURE device fails to encrypt or prevent the unauthorized decryption of cardholder data on that particular device and that failure is proven to be a direct result of a defect or error in Heartland's proprietary software or hardware, Heartland will pay:

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(i) the amount of compliance fines, fees and/or assessments charged by the card brands, issuing bank or acquiring bank, and

(ii) the amount charged for a directly related forensic audit conducted by a PCI-Certified Qualified Incident Response Assessor (QIRA) of Heartland's choice.

This warranty applies only if the Merchant is:

(i) using a HEARTLAND SECURE device as identified on the HEARTLAND SECURE website: http://www.heartlandpaymentsystems.com/secure and the theft, conversion or unauthorized decryption is proven to be directly caused by the failure of the HEARTLAND SECURE device;

(ii) a party to Heartland's Agreement;

(iii) processing transactions through Heartland at the time the failure occurs; and

(iv) in compliance with the terms of the Agreement. The Merchant must comply with all terms and conditions of any equipment agreement or warranty, and the merchant must implement all required updates and upgrades on the HEARTLAND SECURE device and allow access to the device immediately upon Heartland's request. The Merchant must provide access and information to Heartland and others regarding any claims made by Merchant under the warranty, including but not limited to, financial and/or forensic audits, inspections of facilities, equipment, infrastructure and/or documents. Payment obligations under this warranty will be entirely contingent upon a final finding by the QIRA that the HEARTLAND SECURE device failed to encrypt or prevent the unauthorized decryption of the Merchant's cardholder data on the HEARTLAND SECURE device.

(d) Additional Warranties and Limitations:

EXCEPT AS EXPRESSLY PROVIDED HEREIN HEARTLAND MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, BEYOND THOSE EXPRESSLY STATED HEREIN. HEARTLAND SPECIFICALLY DISCLAIMS WARRANTIES AS TO THE MERCHANTABILITY, CONDITION, DESIGN, OR COMPLIANCE WITH SPECIFICATIONS OR STANDARDS, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NONINFRINGEMENT OF THIRD PARTY RIGHTS, WITH RESPECT TO ANY EQUIPMENT, SOFTWARE OR SERVICE. HEARTLAND DOES NOT WARRANT THAT THE EQUIPMENT, SERVICE OR SOFTWARE WILL OPERATE WITHOUT INTERRUPTION OR ON AN ERROR-FREE BASIS, AND EXCEPT AS OTHERWISE PROVIDED IN THE EXPRESS WARRANTIES MADE BY HEARTLAND IN THIS EQUIPMENT AGREEMENT THE EQUIPMENT AND SOFTWARE ARE PROVIDED "AS IS". HEARTLAND SHALL HAVE NO LIABILITY TO MERCHANT FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL, INDIRECT OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, REVENUES AND BUSINESS OPPORTUNITIES, OR DAMAGES FOR INJURY TO PERSON OR PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE USE BY MERCHANT OF ANY EQUIPMENT OR SERVICE.

For the avoidance of any doubt, any damages under the Secure Warranty Breach shall be subject to the limitation set out immediately above; provided, however, in accordance with the Agreement, there shall be no direct damages limitation on Merchant's recovery in relation to the Secure Warranty Breach as described and subject to the warranty language in II(c) above. Heartland's sole obligation with respect to a warranty claim received by Heartland during the applicable warranty period shall be to replace any malfunctioning equipment or software under warranty, provided however, that Merchant has first utilized Heartland's telephone assistance services and such assistance has not resolved the Equipment or Software problem. Equipment returned to Heartland as a Repair / Replacement must be in repairable order. Product warranties are not available for used PinPads or PinPad swaps.

In addition any PinPad swap must be of like equipment. Heartland will provide, or cause to be provided, telephone assistance in response to telephone inquiries, twenty-four (24) hours a day, seven (7) days a week, including holidays. These hours may be changed at any time, at Heartland's sole discretion.

Authorization Services typically will be available through installed or connected equipment continuously twenty-four (24) hours a day, seven (7) days a week, except that Services may be interrupted for usually no more than thirty (30) minutes in the aggregate between the hours of 12 midnight and 8 a.m. (CST) for the purpose of system maintenance. Provision of the Services may also be interrupted for reasons beyond the control of Heartland or any independent contractor utilized by Heartland in providing Services. Any extended warranty programs which may be offered by Heartland with respect to equipment or software, if any, shall be governed by the terms and conditions applicable to such extended warranty programs.

(e) Third Party Payment Services: Use of third party payment services is subject to the terms and conditions imposed by the third party service providers sponsoring or otherwise supporting such services ("Third Party Services Terms and Conditions"). Merchant agrees to comply with all applicable Third Party Services Terms and Conditions and should refer to the website of the applicable service provider and other documents provided by such service provider from time to time for the current terms and conditions. Merchant agrees to indemnify Heartland for any losses or liabilities arising from Merchant's breach of any Third Party Services Terms and Conditions. Also, in Heartland's reasonable discretion, such a breach by Merchant may be deemed by Heartland to be a breach of the Equipment Agreement and the Merchant Processing Agreement.

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ACTIVE Network Merchant Service Application

COMPANY INFORMATION

9TD-ANAN AFFILIATE NAME / NUMBER	181215 PRICING CHAIN	HSC ENTERPRISE RM NAME	HSC ENTERPRISE RM PHONE
ACTIVE ACCOUNT REPRESENTATIVE NAME	ACTIVE ACCOUNT REPRESENTATIVE EMAIL	NUMBER OF LOCATIONS	STORE NUMBER
City of Chandler MERCHANT DBA NAME	merchant.services@activenetwork.com PRIMARY CONTACT INTERNAL NAME	1800-663-4991 PRIMARY CONTACT PHONE	AUTHORIZED TO PURCHASE: ☐ Yes ☐ No
175 S. Arizona Ave., Chandler, AZ 85225 DBA ADDRESS	Kristi Smith DBA CITY / STATE / ZIP	480-782-2332 DBA PHONE NUMBER	MERCHANT WEBSITE ADDRESS
City of Chandler LEGAL NAME (MUST CORRESPOND WITH IRS FILING NAME)	Tamara Sharp SECONDARY CONTACT INTERNAL NAME	N/A SECONDARY CONTACT PHONE	AUTHORIZED TO PURCHASE: ☐ Yes ☒ No
175 S. Arizona Ave. LEGAL ADDRESS	Chandler, AZ 85225 LEGAL CITY / STATE / ZIP	480-782-2332 LEGAL PHONE NUMBER	86 600238 MERCHANT FEDERAL TAX ID / EIN
ACTIVE Network, LLC HEADQUARTERS / MANAGEMENT COMPANY NAME (IF MANAGEMENT COMPANY, PROVIDE COPY OF MANAGEMENT AGREEMENT.)		464960154 ACTIVE FEDERAL TAX ID / EIN	
10 Glenlake Pkwy NE, N Tower HEADQUARTERS ADDRESS	Atlanta, GA. 30328 HEADQUARTERS CITY/STATE/ZIP	N/A HEADQUARTERS PHONE	
Tamara.Sharp@activenetwork.com EMAIL ADDRESS (INFOCENTRAL ADMIN USER EMAIL ADDRESS)		Tamara EMAIL CONTACT FIRST NAME	Sharp EMAIL CONTACT LAST NAME

MEMBER SPONSOR BANK DISCLOSURE INFORMATION

Merchant Services Provider Contact Information: ACTIVE Network LLC ("**ACTIVE**"); 5850 Granite Parkway, Suite 1200 Plano, TX 75024; (469) 291-0300 - Application Inquiries: Contact your Account Representative

MEMBER SPONSOR BANK (ACQUIRER) INFORMATION

Wells Fargo Bank, N.A. - P.O. Box 6079 - Concord, CA 94524

MERCHANT RESOURCES

1. You may download Visa Regulations from Visa's website at: http://usa.visa.com
2. You may download Mastercard Rules from Mastercard's website at: http://Mastercard.com
3. You may download additional merchant information from Discover at: http://www.discovernetwork.com/merchants/index.html

IMPORTANT MERCHANT RESPONSIBILITIES

1. Merchant must ensure compliance with cardholder data security and storage requirements.
2. Merchant must maintain fraud and chargeback below thresholds.
3. Merchant must review and understand the terms of the Heartland Merchant Processing Agreement.
4. Merchant must comply with the Card Brands Operating Regulations.
5. Merchant must retain a signed copy of this Disclosure Page.

Note: Merchant is responsible for providing accurate and up-to-date information. Merchant must notify ACTIVE Network of any changes that occur to the information provided on this form, or any changes in processing expectations (estimated volume, transaction price, future delivery, chargeback rate, refund rate, refund policy, etc.); not doing so could put Merchant in Breach of the Merchant Agreement.

Note: The responsibilities listed above do not supersede terms of the Merchant Processing Agreement and are provided to ensure the merchant understands some important obligations of each party and that the Member Sponsor Bank is the ultimate authority should the merchant have any problems.

IMPORTANT (ACQUIRER) RESPONSIBILITIES

1. The Member Sponsor Bank is the only entity approved to extend acceptance of Card Brand products directly to a Merchant.
2. The Member Sponsor Bank must be a principal (signer) to the Merchant Processing Agreement.
3. The Member Sponsor Bank is responsible for educating Merchants on pertinent Card Brand Operating Regulations with which Merchants must comply.
4. The Member Sponsor Bank is responsible for and must settle funds with the Merchant.
5. The Member Sponsor Bank is responsible for all funds held in reserve that are derived from settlement.

ACKNOWLEDGEMENT

The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Bank is the ultimate authority should the Merchant experience any problems.

X OWNER/OFFICER SIGNATURE	PRINT NAME & TITLE	EMAIL	DATE

CARD FEE SCHEDULE

$ ANNUAL CARD VOLUME

$ AVERAGE TICKET CARD PROCESSING

☐ Cost Plus
☐ See Pricing Schedule Attached

INTERCHANGE QUALIFICATION

☒ MOTO / INTERNET

DEPOSIT METHOD

☒ Standard

CARD ACCEPTANCE

☒ All Cards Accepted

STATEMENT OPTIONS

STATEMENT TYPE

☒ Standard

MAIL STATEMENTS TO

☒ Suppress Statements

DISPUTE LETTERS

MAILING OPTIONS

☒ Legal

ELECTRONIC OPTIONS*

☒ Email

ALL ELECTRONIC COMMUNICATIONS: PREFERRED EMAIL ADDRESS: merchant.services@activenetwork.com

MERCHANT DETAIL

TYPE OF BUSINESS:

☐ Private
☐ Public:

TICKER SYMBOL: _____

TYPE OF OWNERSHIP:

☐ Corporation
☐ LLC
☐ Government
☐ Non-Profit

IRS REPORTING CLASSIFICATION FOR LLC:

☐ Corporation
☐ Partnership
☐ Disregarded Entity (Single Member LLC)

BUSINESS IS CONDUCTED:

CONSUMER: 100%

BUSINESS TO BUSINESS: 0%

DATE BUSINESS STARTED

DATE ACQUIRED BY CURRENT OWNER

PRODUCT / SERVICES PROVIDED

HOW SOON IS THE CUSTOMER'S CARD CHARGED

WHAT PERCENTAGE OF SALES ARE CHARGEBACKS

WHAT PERCENTAGE OF SALES ARE RETURNS

DEFINE CARD REFUND POLICY
(Refunds made via credit card must be applied to the card used at the time of sale.)

IS CREDIT CARD INFORMATION PROCESSED VIA WEBSITE:
☒ Yes ☐ No

ARE WEB-BASED SALES PROCESSED THROUGH ACTIVE:
☒ Yes ☐ No

N/A
IF NOT, PROVIDE NAME OF PAYMENT PROCESSOR UTILIZED FOR WEB-BASED TRANSACTIONS

SEASONAL MERCHANT: ☐ Yes ☐ No **IF YES, SELECT MONTHS OPEN:** ☐ J ☐ F ☐ M ☐ A ☐ M ☐ J ☐ J ☐ A ☐ S ☐ O ☐ N ☐ D

SALES METHOD

On Premise Face to Face Sales:	10%
Off Premise Face to Face Sales:	%
Mail Order Sales:	%
Real-Time Internet Sales:	90%
Inbound Telephone Order Sales:	%
Outbound Telephone Order Sales:	%
Internet (keyed) :	%
Recurring Billing:	%
TOTAL =	100%

PROCESSING METHOD

Card Swiped:	10%
Keyed with Imprinted Receipt:	%
Keyed without Imprinted Receipt:	90%
TOTAL =	100%

FUTURE DELIVERY (FD)*

2 – 5 Days:	%
6 – 10 Day:	%
11 – 30 Days:	%
31 – 60 Days:	%
61 – 90 Days:	%
91 – 120 Days:	%
> 120Days:	%
IF APPLICABLE TOTAL =	100%

WHAT PERCENTAGE OF BANKCARD VOLUME IS "FD": %

* Includes advance reservations, deposits accepted for ordered merchandise shipped after payment, and services provided after payment including memberships and subscriptions. If 100% of the product and/or service are NOT delivered (not including mail time) within 24hrs of the time of sale, indicate below:

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

AUTHORIZED SIGNER(S) INFORMATION

Note: Complete Owner / Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. Additional owner/officer information may be provided on the Additional Owner/Officer Page as needed.

To the best of your knowledge indicate if any owner, officer, director, employee, or agent a current or former senior official in the executive, legislative, administrative, military, or judicial branch of any government (elected or not); a senior official of a

☐ Yes ☐ No
If Yes, attach details.

enterprise; a family member of any of the foregoing officials; or a close personal or professional associate of any of the foregoing officials:

(1) ☐ Owner ☐ Officer ☐ Authorized Signer ☐ Managing Agent (Please provide copy of Management Agreement)

NAME	TITLE	SOCIAL SECURITY NUMBER	DATE OF BIRTH (MM/DD/YYYY)

CELL PHONE NUMBER	DRIVER'S LICENSE NUMBER	% BUSINESS EQUITY OWNERSHIP	CITIZENSHIP: ☐ U.S. ☐ NON-U.S.

HOME ADDRESS	HOME CITY	HOME STATE	HOME ZIP

(2) ☐ Owner ☐ Officer ☐ Authorized Signer ☐ Managing Agent (Please provide copy of Management Agreement)

NAME	TITLE	SOCIAL SECURITY NUMBER	DATE OF BIRTH (MM/DD/YYYY)

CELL PHONE NUMBER	DRIVER'S LICENSE NUMBER	% BUSINESS EQUITY OWNERSHIP	CITIZENSHIP: ☐ U.S. ☐ NON-U.S.

HOME ADDRESS	HOME CITY	HOME STATE	HOME ZIP

PCI COMPLIANCE

IS YOUR BUSINESS PCI COMPLIANT: ☒ Yes ☐ No

DOES YOUR COMPANY UTILIZE A DATA STORAGE ENTITY OR MERCHANT SERVICER THAT HAS ACCESS TO CARD MEMBER DATA:
☐ Yes ☒ No (i.e., Payment gateway or data warehouse, etc.)

If yes, provide the name of the Data Storage Entity or Merchant Servicer being utilized: N/A

PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS ("PCI DSS") AND CARD NETWORK RULES PROHIBIT STORAGE OF SENSITIVE AUTHENTICATION DATA AFTER THE TRANSACTION HAS BEEN AUTHORIZED (EVEN IF ENCRYPTED). IF YOU OR YOUR POS SYSTEM STORE, PROCESS, OR TRANSMIT FULL CARDHOLDER'S DATA, THEN YOU (MERCHANT) MUST VALIDATE PCI DSS COMPLIANCE. IF YOU (MERCHANT) UTILIZE A PAYMENT APPLICATION THE POS SOFTWARE MUST BE COMPLIANT WITH EITHER THE PCI SOFTWARE SECURITY FRAMEWORK STANDARDS OR PA DSS (PAYMENT APPLICATION DATA SECURITY STANDARDS) UNTIL ITS EXPIRATION AT THE END OF OCTOBER 2022. IF YOU USE A PAYMENT GATEWAY, THEY MUST ALSO BE PCI DSS COMPLIANT. AS REQUIRED UNDER PCI DSS, I DO HEREBY DECLARE AND CONFIRM THE FOLLOWING:

MERCHANT WILL MAINTAIN FULL PCI DSS COMPLIANCE AT ALL TIMES AND WILL NOTIFY ACTIVE WHEN IT CHANGES ITS POINT OF SALE SOFTWARE, SYSTEM, APPLICATION OR VENDOR: ☒ Yes ☐ No ☐ N/A

DO YOUR TRANSACTIONS PROCESS THROUGH ANY OTHER THIRD PARTIES (I.E. WEB HOSTING COMPANIES, GATEWAYS, CORPORATE OFFICE): ☒ Yes ☐ No ☐ N/A

MERCHANT UTILIZES THE SERVICES OF A PCI SSC QUALIFIED INTEGRATOR RESELLER (QIR) WHEN POS PAYMENT APPLICATIONS ARE UTILIZED: ☐ Yes ☐ No ☒ N/A

THE SIGNING MERCHANT LISTED BELOW HAS EXPERIENCED AN ACCOUNT DATA COMPROMISE.*: ☐ Yes ☐ No ☐ N/A
If yes, what was the date of the compromise: _____ ☐ I have never accepted payment cards.
(Copy of the completed forensic investigation is required with the app.)

THE SIGNING MERCHANT LISTED BELOW IS STORING SENSITIVE AUTHENTICATION DATA** (EVEN IF ENCRYPTED) AFTER THE TRANSACTION HAS BEEN AUTHORIZED: ☐ Yes ☐ No ☒ N/A ☐ I have never accepted payment cards.

MERCHANT UTILIZES AN EMV ENABLED TERMINAL: ☐ Yes ☐ No ☒ N/A

*An Account Data Compromise is any incident that results in unauthorized access to payment card data and/or Sensitive Authentication Data.
**Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.

Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Assessment may be required upon ACTIVEs request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement. It is imperative that you notify ACTIVE immediately should the information on this Compliance Statement change.

AGREEMENT ACCEPTANCE, CERTIFICATION and CONSUMER REPORT AUTHORIZATION

I, the Merchant, authorizes ACTIVE, reporting agency employed by ACTIVE, or any agents thereof, to investigate the references, statements or data provided by Merchant or the undersigned for purposes of all matters generally connected to this business relationship. I further certify that I have received, read, understand and agree to the Heartland Merchant Processing Agreement Terms and Conditions, Policies, Procedures, Rules and Requirements for Card which together with this application shall constitute the agreement(s) between the parties. In addition, Merchant can request another copy of the Terms and Conditions at any time by sending a written request for a copy to ACTIVE at the following address: ACTIVE Network LLC ("**ACTIVE**"); 5850 Granite Parkway, Suite 1200 Plano, TX 75024. I further certify that this business or any Owner/Officer/Authorized Signer has never been terminated as a Visa, Mastercard or Discover Merchant. This document and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature.

X			
OWNER/OFFICER SIGNATURE *	**PRINT NAME & TITLE**	**EMAIL**	**DATE**
X			
OWNER/OFFICER SIGNATURE *	**PRINT NAME & TITLE**	**EMAIL**	**DATE**

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

PLEASE SEE AGREEMENT FOR THE TERM OF THIS APPLICATION

City Council Memorandum Cultural Development Memo No. 24-012

Date: November 06, 2023
To: Mayor and Council
Joshua H. Wright, City Manager
Thru: Andy Bass, Deputy City Manager
Kim Moyers, Cultural Development Director
From: Hermelinda Llamas, Special Events Senior Program Manager
Subject: 2024-2029 Ostrich Festival License Agreement among the City of Chandler, the Chandler Chamber of Commerce, and Steve LeVine Entertainment, LLC

Proposed Motion:

Move City Council approve the 2024-2029 Amended and Restated Ostrich Festival License Agreement for Chandler Ostrich Festival among the City of Chandler, the Chandler Chamber of Commerce, and Steve LeVine Entertainment, LLC.

Background/Discussion

The Chandler Chamber of Commerce has hosted the Ostrich Festival in the community for over 30 years. In 2018, the City of Chandler and the Chandler Chamber of Commerce entered into a four-year License Agreement to outline the City's in-kind contributions to the Ostrich Festival as well as the Chandler Chamber of Commerce's scope of services provided during the three-day weekend. The agreement was subsequently amended and renewed by the parties to continue the event through 2023.

After piloting the concept in 2022, the Chandler Chamber of Commerce has requested the ability to permanently add the option for a second weekend to the Ostrich Festival. A new, six-year License Agreement among the City of Chandler, the Chandler Chamber of Commerce and Steve Levine Entertainment (SLE) provides the option to host up to two festival weekends in March, deadlines for exercising that option, identifying future event dates, timelines, and responsibilities of the parties involved.

The City of Chandler annually budgets for in-kind services such as police, fire, and traffic management to assist the Ostrich Festival for one weekend of the event. Should the Chandler Chamber of Commerce choose to exercise its right to host a second weekend, expenses traditionally covered through these in-kind services will be paid for by the Chandler Chamber of Commerce and SLE. The proposed new agreement also adds language regarding parking arrangements as the site of the Ostrich Festival, Tumbleweed Park, continues to develop, as well as outlines the benefits the event provides to the community.

Attachments

Agreement

AMENDED AND RESTATED LICENSE AGREEMENT FOR CHANDLER OSTRICH FESTIVAL

THIS AMENDED AND RESTATED LICENSE AGREEMENT FOR OSTRICH FESTIVAL (the "License") is entered into on _____, 2023, by and between the CITY OF CHANDLER, an Arizona municipal corporation ("City"), the Chandler Chamber of Commerce, an Arizona nonprofit corporation ("Chamber"), and Steve LeVine Entertainment & Public Relations ("SLE") (referred to individually as "Party" and collectively as "Parties").

RECITALS

A. Effective as of February 9, 2018, the City, Chamber, and SLE executed and delivered that certain License Agreement for Chandler Ostrich Festival (the "Agreement"), whereby, subject to the terms and conditions contained therein, the City granted a License to the Chamber and SLE for the use of Tumbleweed Park (the "Park"), in an Event Area ("Event Area"), the approximate location of which is described and shown in Exhibit A, for the purpose of conducting an annual Ostrich Festival ("Festival").

B. The Parties executed a First Amendment to License Agreement for Chandler Ostrich Festival effective August 19, 2021, which, among other things, granted the Chamber and SLE an extension through 2024 and made available the option to operate a two-weekend Festival under the License.

C. The Parties wish to amend and restate the Agreement and extend the Festival through 2029 by executing this License, such that upon execution of this License, all obligations and rights of the Parties moving forward shall be contained within this License, and the Agreement and First Amendment shall be superseded, amended, and restated by this License.

SECTION 1: GRANT OF LICENSE; FEES

1.1 Grant of License, Fees. The City grants the Chamber and SLE the right to use the Park and Event Area for the dates and times in 2024, 2025, 2026, 2027, 2028, and 2029 as specified in this License. The term "License" shall include and incorporate any exhibits to this License. The Parties agree that for such use of the Event Area, the License Fee is One Dollar ($1.00) per Festival year payable upon execution of this License. The Chamber and SLE acknowledge and agree that, in addition to the License Fee, there are additional fees associated with the use of the Park and Event Area as set forth herein.

1.2 Additional Fees. The City reserves the right to require additional fees associated with the use of the Park and Event Area. Such additional fees or charges shall be paid on or before the earlier of (i) twenty-one (21) days prior to the first date of the Chambers' and SLE's use of the

Event Area for the Festival or (ii) no later than thirty (30) calendar days after the Chamber's and SLE's receipt of an invoice requesting such fees or charges. The City shall provide an estimate of all proposed additional fees and charges with respect to each Festival, which shall be pre-approved in writing by Chambers and SLE in advance of each Festival. Both parties recognize that substantial changes in the initial programming may result in additional fees.

Additional fees for equipment rentals, services, permits, and licenses may include, but are not limited to:

a. Equipment Rentals - Portable Stage
b. Services - Utilities
c. Permits - Open Flame, Carnival/Amusements
d. License - Non-Profit Solicitor's License, plus any other regulatory license or permit required
e. Clean up fees if Chamber & SLE do not clean Park adequately [see Subsection 1.3(g)].
f. Repair Costs if damage occurs during Festival [see Subsection 1.3(h)]

1.3 License Time Period and Duties and Liability of SLE and Chamber Upon Completion of Festival. The rights to use the Event Area shall be for the following License Time Periods:

a. 2024 Ostrich Festival
    i. Festival set up shall be allowed beginning no earlier than 6 a.m. on Sunday, March 3, 2024.
    ii. Festival shall be allowed to operate from Friday, March 8, 2024, through Sunday, March 10, 2024, and Friday, March 15, 2024 through March 17, 2024. No public festival activities may take place March 11, 12, 13, and 14, 2024.
    iii. All post-Festival activity shall be finished, and all booths, vehicles, materials, and all structures associated with the Festival shall be removed no later than 5 p.m. on Wednesday, March 20, 2024.
    iv. SLE and the Chamber shall clean up the Park and Event Area, to the City's satisfaction, no later than 5 p.m. on Wednesday, March 20, 2024, and after completion of the Post-Event Walkthrough as described in Section 1.4 of the Agreement.
    v. Chamber and SLE must pay for all City fees and costs incurred by City for staffing and operations of the Festival for the Festival activities taking place during the second weekend of March 15-17, 2024. The additional costs that must be paid by Chamber and SLE include but are not limited to, public safety personnel and equipment (police officers, firefighters, EMTs, dispatchers, vehicles, etc.) and traffic personnel and equipment (traffic engineer, traffic plans, barricade company and equipment, road closure permit), stage rentals, utility services, permits, licenses, repairs, and damages.
    vi. All required insurance coverage must remain in effect during the entire duration of the Festival.

b. 2025 Ostrich Festival
    i. Festival dates being held for 2025 are March 14-16, 2025 (weekend one), and March 21-23, 2025 (weekend two).

ii. Chamber and SLE are required to notify City in writing of their intent to hold one or two weekends of the festival by June 1, 2024. If only one weekend is chosen, the chosen weekend must also be identified in the notification.

iii. Festival set up shall be allowed beginning no earlier than 6 a.m.:
- On Sunday, March 9, 2025 – for weekend one only or both weekend usage;
- On Sunday, March 16, 2025 – for weekend two only usage.

iv. Festival shall be allowed to operate from:
- Weekend One Only - Friday, March 14, 2025, through Sunday, March 16, 2025
- Both Weekends - Friday, March 14, 2025, through Sunday, March 16, 2025, and Friday, March 21, 2025, through March 23, 2025. No public festival activities may take place March 17, 18, 19, and 20, 2025.
- Weekend Two Only - Friday, March 21, 2025, through March 23, 2025

v. All post-Festival activities shall be finished, and all booths, vehicles, materials, and all structures associated with the Festival shall be removed no later than 5 p.m.
- On Wednesday, March 19, 2025 – for weekend one only use; or
- On Wednesday, March 26, 2025 – for weekend two only or both weekend usage.

vi. SLE and the Chamber shall clean up the Park and Event Area to the City of Chandler Cultural Development and Community Services Department's satisfaction no later than 5 p.m. on either Wednesday, March 19, 2025, or Wednesday, March 26, 2025, depending on weekend usage, and after completion of the Post-Event Walkthrough as described in Section 1.4 of the Agreement.

vii. If two weekends are chosen for the 2025 Festival, the Chamber and SLE must pay for all City fees and costs incurred by City for staffing and operations of the Festival for the Festival activities taking place during March 21-23, 2025. The additional costs that must be paid by Chamber and SLE include but are not limited to, public safety personnel and equipment (police officers, firefighters, EMTs, dispatchers, vehicles, etc.) and traffic personnel and equipment (traffic engineer, traffic plans, barricade company and equipment, road closure permit), stage rentals, utility services, permits, licenses, repairs, and damages.

viii. All required insurance coverage must remain in effect during the entire duration of the Festival.

c. 2026 Ostrich Festival

i. Festival dates being held for 2026 are March 13-15, 2026 (weekend one), and March 20-22, 2026 (weekend two).

ii. Chamber and SLE are required to notify City in writing of their intent to hold one or two weekends of the festival by June 1, 2025. If only one weekend is chosen, the chosen weekend must also be identified in the notification.

iii. Festival set up shall be allowed beginning no earlier than 6 a.m.:
- On Sunday, March 8, 2026 – for weekend one only or both weekend usage;
- On Sunday, March 15, 2026 – for weekend two only usage.

iv. Festival shall be allowed to operate from:

- Weekend One Only - Friday, March 13, 2026, through Sunday, March 15, 2026
- Both Weekends - Friday, March 13, 2026, through Sunday, March 15, 2026, and Friday, March 20, 2026, through March 22, 2026. No public festival activities may take place March 16, 17, 18, and 19, 2026.
- Weekend Two Only - Friday, March 20, 2026, through March 22, 2026

v. All post-Festival activities shall be finished and all booths, vehicles, materials, and all structures associated with the Festival shall be removed no later than 5 p.m.
- On Wednesday, March 18, 2026 – for weekend one only use; or
- On Wednesday, March 25, 2026 – for weekend two only or both weekend usage.

vi. SLE and the Chamber shall clean-up the Park and Event Area, to the City of Chandler Cultural Development and Community Services Department's satisfaction, no later than 5 p.m. on either Wednesday, March 18, 2026, or Wednesday, March 25, 2026, depending on weekend usage, and after completion of the Post-Event Walkthrough as described in Section 1.4 of the Agreement.

vii. If two weekends are chosen for the 2026 Festival, the Chamber and SLE must pay for all City fees and costs incurred by City for staffing and operations of the Festival for the Festival activities taking place during March 20-22, 2026. The additional costs that must be paid by Chamber and SLE include but are not limited to, public safety personnel and equipment (police officers, firefighters, EMTs, dispatchers, vehicles, etc.) and traffic personnel and equipment (traffic engineer, traffic plans, barricade company and equipment, road closure permit), stage rentals, utility services, permits, licenses, repairs, and damages.

viii. All required insurance coverage must remain in effect during the entire duration of the Festival.

d. 2027 Ostrich Festival

i. Festival dates being held for 2027 are March 12-14, 2027 (weekend one), and March 19-21, 2027 (weekend two).

ii. Chamber and SLE are required to notify City in writing of their intent to hold one or two weekends of the festival by June 1, 2026. If only one weekend is chosen, the chosen weekend must also be identified in the notification.

iii. Festival set up shall be allowed beginning no earlier than 6 a.m.:
- On Sunday, March 7, 2027 – for weekend one only or both weekend usage;
- On Sunday, March 14, 2027 – for weekend two only usage.

iv. Festival shall be allowed to operate from:
- Weekend One Only - Friday, March 12, 2027, through Sunday, March 14, 2027
- Both Weekends - Friday, March 12, 2027, through Sunday, March 14, 2027, and Friday, March 19, 2027, through March 21, 2027. No public festival activities may take place March 15, 16, 17, and 18, 2027.
- Weekend Two Only - Friday, March 19, 2027, through March 21, 2027

v. All post-Festival activities shall be finished, and all booths, vehicles,

materials, and all structures associated with the Festival shall be removed no later than 5 p.m.
- On Wednesday, March 17, 2027 – for weekend one only use; or
- On Wednesday, March 24, 2027 – for weekend two only or both weekend usage.

vi. SLE and the Chamber shall clean-up the Park and Event Area, to the City of Chandler Cultural Development and Community Services Department's satisfaction, no later than 5 p.m. on either Wednesday, March 17, 2027, or Wednesday, March 24, 2027, depending on weekend usage, and after completion of the Post-Event Walkthrough as described in Section 1.4 of the Agreement.

vii. If two weekends are chosen for the 2027 Festival, the Chamber and SLE must pay for all City fees and costs incurred by City for staffing and operations of the Festival for the Festival activities taking place during March 19-21, 2027. The additional costs that must be paid by Chamber and SLE include but are not limited to, public safety personnel and equipment (police officers, firefighters, EMTs, dispatchers, vehicles, etc.), and traffic personnel and equipment (traffic engineer, traffic plans, barricade company and equipment, road closure permit), stage rentals, utility services, permits, licenses, repairs, and damages.

viii. All required insurance coverage must remain in effect during the entire duration of the Festival.

e. 2028 Ostrich Festival

i. Festival dates being held for 2028 are March 10-12, 2028 (weekend one), and March 17-19, 2028 (weekend two).

ii. Chamber and SLE are required to notify City in writing of their intent to hold one or two weekends of the festival by June 1, 2027. If only one weekend is chosen, the chosen weekend must also be identified in the notification.

iii. Festival set up shall be allowed beginning no earlier than 6 a.m.:
- On Sunday, March 5, 2028 – for weekend one only or both weekend usage;
- On Sunday, March 12, 2028 – for weekend two only usage.

iv. Festival shall be allowed to operate from:
- Weekend One Only - Friday, March 10, 2028, through Sunday, March 12, 2028
- Both Weekends - Friday, March 10, 2028, through Sunday, March 12, 2028, and Friday, March 17, 2028, through March 19, 2028. No public festival activities may take place March 13, 14, 15, and 16, 2028.
- Weekend Two Only - Friday, March 17, 2028, through March 19, 2028

v. All post-Festival activities shall be finished and all booths, vehicles, materials, and all structures associated with the Festival shall be removed no later than 5 p.m.
- On Wednesday, March 15, 2028 – for weekend one only use; or
- On Wednesday, March 22, 2028 – for weekend two only or both weekend usage.

vi. SLE and the Chamber shall clean up the Park and Event Area, to the City of Chandler Cultural Development and Community Services Department's

satisfaction no later than 5 p.m. on either Wednesday, March 15, 2028, or Wednesday, March 22, 2028, depending on weekend usage, and after completion of the Post-Event Walkthrough as described in Section 1.4 of the Agreement.

vii. If two weekends are chosen for the 2028 Festival, the Chamber and SLE must pay for all City fees and costs incurred by City for staffing and operations of the Festival for the Festival activities taking place during March 17-19, 2028. The additional costs that must be paid by Chamber and SLE include but are not limited to, public safety personnel and equipment (police officers, firefighters, EMTs, dispatchers, vehicles, etc.) and traffic personnel and equipment (traffic engineer, traffic plans, barricade company and equipment, road closure permit), stage rentals, utility services, permits, licenses, repairs, and damages.

viii. All required insurance coverage must remain in effect during the entire duration of the Festival.

f. 2029 Ostrich Festival

i. Festival dates being held for 2029 are March 9-11, 2029 (weekend one), and March 16-18, 2029 (weekend two).

ii. Chamber and SLE are required to notify City in writing of their intent to hold one or two weekends of the festival by June 1, 2028. If only one weekend is chosen, the chosen weekend must also be identified in the notification.

iii. Festival set up shall be allowed beginning no earlier than 6 a.m.:
- On Sunday, March 4, 2029 – for weekend one only or both weekend usage;
- On Sunday, March 11, 2029 – for weekend two only usage.

iv. Festival shall be allowed to operate from:
- Weekend One Only - Friday, March 9, 2029, through Sunday, March11, 2029
- Both Weekends - Friday, March 9, 2029, through Sunday, March 11, 2029, and Friday, March 16, 2029, through March 18, 2029. No public festival activities may take place March 12, 13, 14, and 15, 2029.
- Weekend Two Only - Friday, March 16, 2029, through March 18, 2029

v. All post-Festival activities shall be finished and all booths, vehicles, materials, and all structures associated with the Festival shall be removed no later than 5 p.m.
- On Wednesday, March 14, 2029 – for weekend one only use; or
- On Wednesday, March 21, 2029 – for weekend two only or both weekend usage.

vi. SLE and the Chamber shall clean up the Park and Event Area to the City of Chandler Cultural Development and Community Services Department's satisfaction no later than 5 p.m. on either Wednesday, March 14, 2029, or Wednesday, March 21, 2029, depending on weekend usage, and after completion of the Post-Event Walkthrough as described in Section 1.4 of the Agreement.

vii. If two weekends are chosen for the 2029 Festival, the Chamber and SLE must pay for all City fees and costs incurred by City for staffing and operations of the Festival for the Festival activities taking place during March 16-18, 2029. The

additional costs that must be paid by Chamber and SLE include but are not limited to, public safety personnel and equipment (police officers, firefighters, EMTs, dispatchers, vehicles, etc.) and traffic personnel and equipment (traffic engineer, traffic plans, barricade company and equipment, road closure permit), stage rentals, utility services, permits, licenses, repairs, and damages.

viii. All required insurance coverage must remain in effect during the entire duration of the Festival.

g. If SLE and Chamber fail to clean up the Park and Event Area to City's satisfaction after the conclusion of the post-event walk-thru, City may perform any remaining clean-up and invoice the Chamber and SLE for the cost for the clean-up. SLE and Chamber can rectify cleaning failure during post-event walk-thru with City and complete within established deadlines established by City.

h. SLE and the Chamber shall be responsible for the cost of repairs for any damage to the Park or Event Area arising out of or related to the Festival.

1.4 The Park and Event Area Use. During the License Time Periods specified in Section 1.3, the Chamber and SLE may use the Event Area for the Festival activities specified herein and for uses normally incident to such use but for no other purpose unless previously authorized by the City in writing. The Chamber and SLE agree to take the Park and Event Area in "as is" condition, and the Chamber and SLE agree to return the Park and Event Area in the same condition upon termination of the Festival.

a. The Parties agree that a representative from the City, the Chamber, and SLE will attend a pre-event facilities walk-through ("Pre-Event Walk-Through") where the status of the facilities and the Park will be documented. Any existing damage will be noted and will be signed off by the Parties. Annually, on the Wednesday following the Festival at 12:00 noon, or after the Park and facilities have been completely vacated, whichever occurs first, a representative from the City, the Chamber, and SLE will attend a post-event facilities walk-through ("Post-Event Walk-Through") where the status of the facilities will be documented, identifying any damage that occurred during the event. The City will develop a remediation plan and the Chamber and SLE shall agree to the remediation plan at that time. Should a SLE or Chamber representative not attend the Pre-Event and/or Post-Event Walk-Throughs, the Chamber or SLE representative in attendance will act on behalf of the non-attending Party and the non-attending Party agrees to be bound by the terms of the remediation plan under these circumstances. The City shall notify the Chamber and SLE within thirty (30) days of the Post-Event Walk-Through of the repair costs from the identified damage in the form of an invoice. The Chamber and SLE will have 30 days from invoice provided by the City to remit payment to the City. The Chamber and SLE are jointly and severally liable for all repair costs under this License.

1.5 Nature of License. The Chamber and SLE acknowledge and agree that the rights granted by this License to enter upon and use the Park and Event Area are nothing more than a license granted solely for the purpose of exercising their rights and performing their duties under this

License. The execution of this License by SLE and the Chamber is for the sole purpose of creating an independent contractor relationship for the purposes described herein, and nothing contained herein shall create or be deemed to create a partnership, joint venture, or any other co-ownership relationship between SLE, the Chamber and the City of Chandler. Nothing set forth in this License creates a tenancy between the City and the Chamber, creates a tenancy between the City and SLE, or grants the Chamber or SLE possession of any City property. The Chamber and SLE acknowledge that the City may undertake improvements to the Park at any time. Should such improvements impact the Event Area, the City will work in good faith with the Chamber and SLE to identify alternative locations within the Park acceptable to all parties. If the Parties cannot agree on alternative locations, this License shall terminate with no further obligations of any Party. Upon termination of this License, the City shall have the right to remove and exclude from the Park and Event Area or any other City property the Chamber and SLE and any of the Chamber's and SLE's employees, contractors, or invitees without being deemed to have committed any unlawful entry, trespass, or injury of any sort whatsoever.

1.6 City Staff. The City shall provide the Chamber and SLE with reasonable access to a venue liaison and/or technical coordinator and "normal and customary support" as specified herein. Any additional staff or equipment requested or required by the Chamber and SLE other than agreed to herein will be paid for by the Chamber and SLE. Based on available resources, "normal and customary support" shall be defined as the following for the Ostrich Festivals:

a. Community Services - Sufficient staff to prepare the Park prior to the start of event set up, including:
   i. Overseeding of grass within the Festival area.
   ii. Creating decomposed granite driveways on the promenade.
   iii. Trimming and watering all bushes and trees.
   iv. Barricading all utility boxes.
   v. Providing and setting up the Showmobile stage.
   vi. Provide two (2) banner holders at the Park for Chamber-provided signs.
   vii. The City will complete over-seeding and tree and bush watering, and all other watering activities of the grass areas at least 14 days prior to load in.

b. Traffic:
   i. Development and provision of an event traffic plan.
   ii. Provision of all traffic control equipment necessary to meet the event traffic plan.

c. Fire:
   i. One (1) on-duty company consisting of four (4) individuals, two of whom will be paramedics.
   ii. Two (2) - person bike teams, of which one will be a paramedic.
   iii. One (1) command officer.

d. Police:
   i. Average staffing of Seventy (70) – Eighty (80) officers distributed over the course of the Festival to include appropriate command staff. Staffing levels

may fluctuate depending on capacity of attendees established for festival.

e. Cultural Development:
   i. Downtown Redevelopment Specialist or assigned representative will provide the Chamber the opportunity to hang streetlight banners along the Arizona Avenue/Downtown corridor.
   ii. The Chamber will work with Downtown Redevelopment Specialist or assigned representative to schedule the installation and removal of the streetlight banners.
   iii. The Chamber will incur all costs for the installation, removal, and printing of the banners.
   iv. Providing a special events coordinator staff person for the duration of the Festival.

1.7 City's Policies and Procedures. The Chamber and SLE agree to observe and abide by the terms and conditions of (i) this License and each exhibit hereto and (ii) all City laws and regulations, policies, and procedures, including without limitation those approved by the City Council, City Management, and City Fire, City Police, City Cultural Development and all provisions of the City Charter and City Code.

1.8 Event Parking. The Parties agree that Tumbleweed Park's on-site parking capabilities have decreased and will continue to decrease in the future as portions of the Park are developed for the City's expanding recreation programs. Chamber and SLE agree to provide off-site parking and shuttle service with adequate capacity to provide parking for the Festival's reasonably anticipated number of guests. Shuttles must begin to run one hour before Festival opening and continue running until one hour after Festival closing times, and shuttle service must arrive at the designated pick-up locations at least every quarter hour or the agreed upon posted times by both parties. The Chamber and SLE must provide to the City a detailed parking plan at least three months in advance of each Festival showing how the anticipated parking needs for the Festival will be accommodated, including i) the locations of off-site parking facilities and all pick-up and drop-off locations and times, and ii) the model, rider capacity, and number of shuttles that will be used.

1.9 Termination . The City reserves the right to terminate this License in its sole discretion and without cause by providing the Chamber and SLE with a written notice of termination no later than June 1 in advance of the next upcoming Festival.

1.10 Termination for Breach. A Party may terminate this Agreement in the event of a material breach of any of its terms and conditions by the other party. The non-breaching party shall provide written notice specifying the nature of the breach, and the breaching party shall have a cure period of 30 days to remedy the breach. If the breach is not remedied within the cure period, the non-breaching party may terminate the Agreement with immediate effect.

SECTION 2: REQUIRED CONDITIONS BEFORE THE FESTIVAL

2.1 No later than twenty-one (21) days at 5:00 p.m. prior to the Festival's first set up dates set forth in Section 1.3(a-f), SLE and the Chamber shall submit to the City the information required in Exhibit B, attached hereto, and incorporated herein.

The City reserves the right in the interests of the protection of the public's health, safety, and welfare to prohibit or shut down activities not set forth in this License and in compliance with the submitted information. The City will sign off and date, in writing, all submitted SLE and Chamber plans and details. Once that sign-off has occurred, SLE and Chamber will be prohibited from altering the plans and details submitted and approved by the City unless the City approves any change in writing. Any changes without these written approvals shall be unauthorized.

SECTION 3: INSURANCE

3.1 Insurance.

a. No later than sixty (60) days prior to the set-up dates set forth in Section 1.3(a-f) SLE and the Chamber shall 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 the City. Provided, however, the A.M. Best rating requirement shall not apply to required workers' compensation coverage.

b. SLE and the Chamber shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this License, the insurance set forth below.

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

d. The City in no way warrants that the minimum insurance limits contained in this License are sufficient to protect SLE and the Chamber from liabilities that might arise out of the performance of activities under this License by SLE, its agents, representatives, employees, or subcontractors, and SLE is free to purchase any additional insurance as it may determine necessary.

e. Failure to demand evidence of full compliance with the insurance requirements in this License or failure to identify any insurance deficiency will not relieve SLE and the Chamber from, nor will it be considered a waiver of their obligation to maintain the required insurance at all times during the performance of this License.

f. Use of Subcontractors: If any work is subcontracted in any way, SLE and the Chamber shall execute a written agreement with subcontractor containing the same indemnification clause and insurance requirements as the City requires of the Chamber and SLE in this License, except subcontractors' requirements for commercial liability insurance shall be a limit of not less than One Million Dollars ($1,000,000) for each occurrence, Two Million Dollars ($2,000,000)

aggregate, with coverage for death, personal injury, property damage, operations, independent contractors, products, completed operations, and advertising injury. Unless a subcontractor is providing alcoholic beverages during the Festival, such subcontractor shall not have to provide liquor liability coverage. SLE and the Chamber are responsible for executing the written agreement with the subcontractor, obtaining certificates of insurance, and verifying that the subcontractor meets the insurance requirements.

3.2 Minimum Scope and Limits of Insurance. SLE and the Chamber shall provide coverage with limits of liability not less than those stated below.

a. *Commercial General Liability-Occurrence Form*. SLE and the Chamber must maintain "occurrence" form commercial general liability insurance with a limit of not less than Five Million Dollars ($5,000,000) for each occurrence, Six Million Dollars ($6,000,000) aggregate, with coverage for death, personal injury, property damage, operations, independent contractors, products, completed operations, 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.

   i. Liquor Liability Coverage. In addition, SLE and the Chamber must maintain liquor liability coverage either through a separate policy or a special endorsement upon the commercial general liability policy described above. Such coverage shall be in a minimum amount of Five Million Dollars ($5,000,000) per occurrence for the contract year.

b. *Automobile Liability - Any Auto or Owned, Hired, and Non-Owned Vehicles Vehicle Liability*: SLE and the Chamber must maintain business/automobile liability insurance with a limit of One Million Dollars ($1,000,000) for each accident on SLE or Chamber-owned, hired, and non-owned vehicles assigned to or used in the performance of SLE's or the Chamber's work or services under this License. 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*: SLE and the Chamber must maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of SLE and Chamber employees engaged in the performance of work or services under this License and must also maintain employers' liability insurance of not less than One Hundred Thousand Dollars ($100,000) for each accident, One Hundred Thousand ($100,000) disease for each employee and Five Hundred Thousand ($500,000) disease policy limit.

3.3 Additional Policy Provisions Required.

a. *Self-Insured Retentions and 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.

b. *City as Additional Insured*. The policies described above are to contain, or be endorsed to contain, the following provisions:
   i. 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, volunteers, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, including the City's general supervision of, products and completed operations of, and automobiles owned, leased, hired, or borrowed by.
   ii. Insurance must contain broad form contractual liability coverage and must not exclude liability arising out of explosion, collapse, or underground property damage hazards ("XCU") coverage.
   iii. The City, its officers, officials, agents, volunteers, and employees must be additional insureds to the full limits of liability purchased by SLE or the Chamber, even if those limits of liability are in excess of those required by this License.
   iv. SLE and the Chamber's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, volunteers, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, volunteers, and employees shall be in excess of the coverage provided by SLE and the Chamber and must not contribute to it.
   v. SLE and the Chamber'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.
   vi. Coverage provided by SLE and the Chamber must not be limited to the liability assumed under the indemnification provisions of this License.
   vii. The policies must contain a waiver of subrogation against the City, its officers, officials, agents, volunteers, and employees for losses arising from work performed by SLE and/or the Chamber for the City.
   viii. 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 License. If any of the required policies expire during the life of this License, SLE and the Chamber must forward renewal or replacement certificates to the City within ten (10) days after the renewal date containing all the necessary insurance provisions.
   ix. All certificates must include a thirty (30)-day advance notice of cancellation provision. If the ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" must be deleted. Certificate forms other than the ACORD form must have similar restrictive language deleted.

1. SLE and the Chamber shall provide evidence of such certificates of insurance and coverage by submitting such evidence to the City no later than sixty (60) days prior to the Festival set up dates set forth in Section 1.3(a-f) for each annual Festival in a form acceptable to the City.
2. SLE and the Chamber agree to obtain and keep in full force and effect the insurance coverage required herein from:
    a. 2024: March 3, 2024, at least and until March 20, 2024, for the 2024 Ostrich Festival;
    b. 2025: March 9, 2025, at least and until March 26, 2025, for the 2025 Ostrich Festival;
    c. 2026: March 8, 2026, at least and until March 25, 2026, for the 2020 Ostrich Festival;
    d. 2027: March 7, 2027, at least and until March 24, 2027, for the 2027 Ostrich Festival
    e. 2028: March 5, 2028, at least and until March 22, 2028, for the 2028 Ostrich Festival.
    f. 2029: March 4, 2029, at least and until March 21, 2029, for the 2029 Ostrich Festival.

3.4 The City reserves the right at its sole discretion to change any of the insurance provisions of this License as set forth in this Section 3 of the License prior to every annual Ostrich Festival.

3.5 The Chamber will provide the City a comprehensive list of community benefits no later than 60 days after the last day of the Ostrich Festival each year. Refer to Exhibit C for a list of benefits that may be included, but not limited to, each year.

SECTION 4: INDEMNIFICATION

4.1 Indemnification. To the fullest extent permitted by law, SLE and the Chamber, and their respective successors, assigns, and guarantors, shall defend, indemnify, and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents, volunteers, or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, and damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, reasonable attorney's fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Contract or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by SLE or the Chamber, or any of their respective subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Contract, including but not limited to, any injury or damages claimed by any of SLE's or the Chamber's, or their respective subcontractors' employees. In no event shall

the City be liable for any indirect, consequential, or incidental damages or lost profits arising out of this License.

SECTION 5: COMPLIANCE WITH LAWS, POLICIES AND PROCEDURES

5.1 Compliance with Laws. The Chamber and SLE shall comply with all laws, policies and procedures, regulations, safety and fiscal procedures, laws, ordinances, and statutes applicable to the use of the Park and Event Area. These shall include, without limitation: (a) obtaining all applicable permits and licenses, (b) paying all applicable taxes, (c) complying with all the terms set forth in Exhibit B of this License, and (d) all other reasonable requirements of the City.

5.2 Dangerous Use. If the City reasonably determines, in its sole discretion, that the use to which the Park and Event Area shall be put by the Chamber and SLE will or is likely to create a dangerous or unsafe condition or will or is likely to create a condition improper, incendiary or dangerous to the public health, safety or morals, or will or is likely to endanger or deteriorate the Park and the Event Area or any part thereof by fire, water, or other means of any nature, or if the Chamber or SLE violates any of the provisions hereof, then and in that event the Chamber and SLE agree that this License may be summarily canceled by the City without any advance notice whatsoever to the Chamber or SLE. In the event of cancellation of this License, the Chamber and SLE understand and agree that no liability whatsoever shall attach to the City by reason of such cancellation.

5.3 Non-Permitted Activities and Vendors. Absolutely no motorized sports events shall be allowed at the Festival other than those rides or events specifically agreed to in writing in the submissions required in Exhibit B. Once the City has received Exhibit B and agreed to the events in writing, no events, rides, performances, or anything of the like shall be allowed thereafter unless agreed to in writing by the Parties and incorporated herein. Any effort to provide such entertainment shall not be allowed, and the City will invoke its authority to shut down the entertainment or activity.

5.4 Non-Discrimination. The Chamber and SLE, in their use of the Park and Event Area, shall not discriminate against any person, entity, or group because of age, race, sex, creed, color, religion, or national origin, nor otherwise commit an unfair employment practice. The Chamber and SLE shall comply with the Americans with Disabilities Act.

5.5 Drug-Free Work Program. The Chamber and SLE are hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and as a requirement for sellers-contractors doing business with the City to ensure the safety and health of employees working on City license agreements, contracts, and/or projects. Failure of the Chamber or SLE to require a drug-free workplace in accordance with the City's policy may result in termination of this License.

SECTION 6: GENERAL CONDITIONS

6.1 Force Majeure. Failure to perform by City due to a force majeure event shall not be deemed a violation or breach of this License. A force majeure event may include, without limitation: fire, flood, earthquake, strikes or work stoppages, pandemic, contractor's failure to perform, any

interruption of utility services, suspension or interference with performances caused by acts of God or acts of public enemy, riots or similar occurrences, and order of court or administrative agencies, including orders of the City Police Department, City Fire Department, Arizona Governor's Office, or other federal, state, or local health authority, including the United States Centers for Disease Control and Prevention, the Arizona Department of Health Services, and the Maricopa County Department of Public Health. In the event of a force majeure event as described herein, this License shall terminate during the duration of the Force Majeure event, and SLE and the Chamber shall only be required to pay any and all fees charged for the use of the Park and Event Area up to the time of such termination. The City shall have no liability for any costs, expenses, or other liability incurred by the Chamber or SLE as a result of such force majeure event.

6.2 Entire Agreement: Amendments. This License, any exhibits to this License, and the City's charter, code, policies, procedures, and regulations constitute the entire agreement of the Parties with respect to the subject matter hereof and except as otherwise specified in this License, all prior and contemporaneous agreements, representations, negotiations, and understandings of the Parties are superseded by and merged into this License. Any modifications, additions, or other amendments to this License must be in writing and signed by the Parties.

6.3 Assignment. The Chamber and SLE shall not assign or otherwise transfer this License or any of its rights or duties under this License without first obtaining the written consent of the City, which may be granted or denied at the City's sole discretion. Any assignment, transfer, pledge, or mortgage of this License by the Chamber or SLE or by operation of law in violation of this Section 6.3 shall be void.

6.4 Attorney's Fees. In the event any action at law or equity shall be instituted between the Parties in connection with this License, the Party prevailing in such action shall be paid from the other Party all of its costs, including reasonable attorney's fees and court costs.

6.5 Authorization. The Parties represent and warrant that the persons executing this License on their behalf have full authority to bind the respective Parties.

6.6 Captions. The captions used in this License are for convenience only and are not a part of this License, and do not limit or amplify the terms and provisions hereof.

6.7 Construction of License. This License has been arrived at by negotiation between the City and the Chamber and SLE. As such, any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this License. Further, the language in all parts of this License shall in all cases be construed as a whole and in accordance with its fair meaning.

6.8 Governing Law. This License shall be governed by and construed under the laws of the State of Arizona, including the applicability of A.R.S. § 38-511. If any action is brought to construe, interpret, or enforce any provision of this License, the Parties irrevocably consent to exclusive jurisdiction and venue in Maricopa County, Arizona.

6.9 No Third-Party Beneficiaries. The City, SLE, and the Chamber acknowledge and agree that the terms, provisions, and conditions hereof are for the sole benefit of, and may be enforceable solely by, the Parties. No third-party beneficiaries are intended to be created under this License.

6.10 Severability. If any provision of this License is declared invalid, illegal, or unenforceable, that provision shall be severed from the License, and the remaining provisions shall otherwise remain in full force and effect to the fullest extent permissible by law, except if the remaining portions of the License do not provide one or both of the Parties with the essential consideration for entering into this License.

6.11 Successors and Assigns. Except as provided in Section 6.3 above, all of the terms and conditions of this License shall inure to the benefit of and shall be binding upon the successors in interest of each of the Parties hereto.

6.12 Surviving Provisions. The provisions of this License wherein a Party has explicitly indemnified, made warranty, or made representations to the other Party shall survive the expiration or earlier termination of this License.

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

STEVE LeVINE ENTERTAINMENT & PUBLIC RELATIONS

Contact Person: Steve LeVine
Address: 7819 E. Paradise Ln
Scottsdale, AZ 85260
Office: (480) 284-6033
Email Address: steve@slentertainment.com

CHAMBER OF COMMERCE

Terri Kimble
101101 W. Commonwealth Ave.
Chandler, AZ 85225
(480) 963-4571
terri@chandlerchamber.com

CITY OF CHANDLER – CULTURAL DEVELOPMENT

Hermelinda Llamas
P.O. Box 4008, MS 498
Chandler, AZ 85244
Office: (480) 782-2665
Cell: (480) 276-0285
Email Address: hermelinda.Llamas@chandleraz.gov

Email communications shall not constitute sufficient legal notice under this License.

6.14 Waiver Not Implied. No waiver may be used for the sake of convenience only but by a Party of a breach of any of the terms, covenants, or conditions of this License shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant, or condition herein contained.

6.15 Time of Essence. Time is of the essence in this License and each provision hereof.

6.16 Remedies.

a. Cumulative Remedies. In addition to any other rights or remedies, any of the Parties may institute legal action to cure, correct, or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation, including suits for declaratory relief, injunctive relief, specific performance, relief in the nature of mandamus, and actions for damages. All of the remedies described above shall be cumulative and not exclusive of one another, and the exercise of any one or more of the remedies shall not constitute a waiver or election with respect to any other available remedy. The provisions of this section are not intended to modify any other provisions of this License and are not intended to provide additional remedies not otherwise permitted by law.

b. Penalties for Noncompliance with Deadlines. In addition to any of the remedies outlined above, the City may impose the following monetary penalties for the other Parties' late submission of items and information required by this License. The penalties shall be paid with the late submittal of the item or information, or the City will not accept the item or information:
   i. $100 per late item or piece of information submitted 24 hours or any part thereof after 5:00 p.m. Mountain Standard Time on the date of the deadline.
   ii. $200 per late item or piece of information submitted more than 24 hours but less than 72 hours after 5:00 p.m. Mountain Standard Time on the date of the deadline.
   iii. $400 per late item or piece of information submitted more than 72 hours but less than 144 hours after 5:00 p.m. Mountain Standard Time on the date of the deadline.
   iv. $800 per late item or piece of information submitted more than 144 hours but less than 168 hours after 5:00 p.m. Mountain Standard Time on the date of the deadline.
   v. $800 per late item or piece of information submitted more than 168 hours after 5:00 p.m. Mountain Standard Time on the date of the deadline PLUS $200 per 24-hour period (or portion thereof) after 168 hours from 5:01 p.m. Mountain Standard Time on the date of the deadline.

Remainder of page left intentionally blank

IN WITNESS WHEREOF, City, Chamber, and SLE execute this Agreement on the date first listed above.

CITY OF CHANDLER:

By:_____
Mayor

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

CHANDLER CHAMBER OF COMMERCE:

By: Terri Kimble
Print Name: Terri Kimble
Title: President + CEO

STEVE LEVINE ENERTAINMENT, LLC

By: Steve Levine
Print Name: Steve Levine
Title: managing member

EXHIBIT A
Tumbleweed Event Area

The map attached below is a depiction of the general location of Festival activities. City will provide Chamber and SLE an updated Tumbleweed Park event area map each year of the agreement on June 1. Due to the planned construction changing from year to year, this will allow all parties to have the most current information available for the planning of the upcoming year.



EXHIBIT B

OSTRICH FESTIVAL LICENSE AGREEMENT 2024-2029

By the applicable deadline as set forth in Section 2, SLE and the Chamber shall provide to the City the following:

I. Production Packet.

a. Basic Event Information
   i. Event Hours of Operations
   ii. Ticket Prices
   iii. Parking Prices
   iv. Event Website

b. Event Load-In and Load-Out Schedule

c. Gate Operations
   i. Description of On-Site Operations
      1. Process for Ticket Sales
      2. Process for Entrance/Ticket Verification
      3. Process for Counting Tickets/Admission
      4. Process for Exiting Count
      5. Wi-Fi Capabilities
   ii. Description of Secondary Operations Plan
      1. Should Wi-Fi Capabilities be Disconnected

d. Entertainment
   i. Listed Schedule of Stage Performances per each Stage
   ii. Description of Entertainment
   iii. Diagrams/Schematics of Stage Construction

e. Activities, Programs, Demonstrations
   i. Listed Schedule of Activities, Programs, and Demonstrations
   ii. Individual Synopsis of each activity, program, and demonstration:
      1. Name/Title
      2. Company providing item
      3. Description
      4. Fee/Cost to Participate or View
      5. Individual Rendering/Diagram of Set-up Area
         a. Dimensions of footprint, equipment, canopies, etc.
      6. If Anchoring is Required:
         a. Provide Requested Mechanism to Anchor
         b. Manufacturer Specifications
         c. Wind Tolerances, When Applicable

f. Event Site Layout
   i. Public Layout
      1. Layout to be used with the Public attending the event

2. Layout/Key must include:
    a. Parking Locations
    b. Ride Share Location
    c. Ticket Booth Sales
    d. Entrances/Exits
    e. Stages
    f. Event Information Booth
    g. VIP Area
    h. First Aid Location
    i. Event Fence Line
    j. Portable Restrooms
    k. ATMS
    l. Activities, Programs and Demonstrations
    m. General Vendor Locations
    n. General ID Checks and Liquor Sales Locations

ii. Operational Layout
1. Layout to be used by Producer and City Staff
2. Layout/Key must include:
    a. Entrances/Exits - Public and Staff
    b. Emergency Exits
    c. Event Infrastructure
        i. Fencing
        ii. Entrance Barricades
        iii. Stage Aisle/Barricades
        iv. Stages
        v. Stage Back of House
        vi. Stage Front of House
        vii. Light Towers
        viii. Portable Restrooms
        ix. Trash Receptacles
        x. Tents/Canopies
        xi. ATMs
        xii. Beer, Liquor and Wine Locations
        xiii. Vendor Locations
        xiv. Street Closures
        xv. VIP Set-Up
    d. Festival Operations Headquarters
    e. First Aid Tents/Location
    f. Event Information Booths
    g. All Activities, Programs, and Demonstrations Locations
    h. Parking Locations - Public and Staff
    i. Ride Share Locations

g. Security Plan
i. Company Details
1. Name
2. Security Agency License
3. Point Person/Phone Number

4. Description of Staff's Work Attire

ii. Staffing Levels for the Festival:
1. Broken Down by Set-up, Festival, and Teardown
2. Including Shift Times and Number of Staff per Shift
3. Layout of Staff Positions
4. Description of Positions' Responsibilities

iii. List of Prohibited Items

iv. Samples of Event Credential Access

h. Emergency Plans

i. General Emergency Action Plan
1. Emergency Contacts – Name/Phone Numbers
2. Evacuation Procedures for:
a. Fire
b. Bomb Threats
c. Other Emergencies
d. Active Shooter

ii. Crowd Management Plan
1. Provide required information per current Fire Code
a. Include, but not limited to:
i. Name/Contact of Lead Crowd Manager
ii. Number of Identified Crowd Managers
iii. Identify of crowd managers – i.e., staff, volunteers, security, etc.
iv. Description of duties/expectations

iii. Emergency Plan Layout
1. Include:
a. All Entrances/Exits
b. Emergency Exits
c. Fencing
d. Stage Barricades

i. Parking and Traffic

i. Parking Company Details
1. Name
2. Point Person/Phone Number
3. Description of Staff's Work Attire

ii. Description of Parking Plan
1. Shift Numbers and Duties of Staff
2. Staff Allocation by Parking Lots
3. On-Site Practices
a. General Public
i. How Lot Closures are to be Managed
b. Ride Share
c. Staff/Vendors
d. Entertainment
4. Overflow/Alternative Off-Site Parking
a. Locations

b. Times In Use
c. How/When It's Implemented
d. How It's Integrated into On-Site Practices

iii. Layout of Parking Lots
1. Lot Identification Names/Numbers
2. Staffing Positions' Locations
3. Pedestrian Control Fencing/Barricade
4. Ingress/Egress Routes

iv. Sample of Parking and Road Closure Passes

v. Dust Control
1. Dust Control Maintenance Plan
a. Include:
i. Water Trucks
ii. Street Sweepers
iii. Maintenance of Entrances/exits
2. Permit/Approval from Maricopa County Air Quality Department, if necessary

vi. Traffic Company Details
1. Name
2. Point Person/Phone Number

vii. Traffic Control Plan
1. Approved Traffic Control Plan
2. Uploading of Traffic Control Plan and Road Closure Permit through City Portal

viii. Ryan Road Access
1. Ryan Road County Permit (City to apply for permit, Chamber to include in packet)
2. Railway Museum Access Form – Signed by Licensee and Railway Museum Point Person

j. Canopies/Tents
i. Canopy/Tent Application Form
1. Complete Form and Include Any Structure 400 Square Feet or More
2. Provide the Following for Each Canopy/Tent Listed on Form:
a. Staking Plan
b. Flame Retardant Certificate
3. Canopies/Tents Permit
a. Receipt of Payment for Permit Through City Portal
b. Payment is Only Required for Canopies/Tents 800 Square Feet or More
4. Canopy/Tent Sizes
a. Include the Sizes of the Canopies/Tents on the Final Event Layout

k. Vendors
i. Registration Form (Will Remain in Google Drive)
1. All Vendors are Placed on the Google Drive Form
a. Includes Nonprofits, Informational, Food and Beverages,

Merchandise Sales, Sponsors, etc.

2. Contact Information, Booth Types, TPT Numbers, and Chandler Business Registration Numbers need to be Included, Where Applicable

ii. Open Flame Permit
    1. Receipt of Payment for Permit Through City Portal

iii. Food & Beverage Open Flame Vendor Application Form (Will be Submitted by Drop Box)
    1. Completed Forms by All Vendors with Food, Snacks, and Beverages

iv. Layout
    1. Detailed Layout with Each Vendor Identified by Name/Numbering
    2. List of the Vendors Corresponding to Layout with:
        a. Booth Name
        b. On-Site Point Person
        c. Cell Phone Number

l. Liquor License
    i. Copies of License Certificates for City of Chandler and State of Arizona

m. General Operations
    i. Neighborhood Notifications
        1. Provide Sample of the Notifications to be Distributed to Surrounding Neighbors of Road Closures and Event Information
        2. Distribute no later than 10 days prior to the first day of the festival
    ii. Certificate of Insurances (per Requirements in Section 3)
        1. Event/Licensee
        2. Individual Companies of Program, Activities, Infrastructure, Etc.
    iii. Festival Contact List
        1. Contact Name/Cell Phone Numbers of All Relative Staff, Attractions, and Subcontractor at the Festival

II. **Information Provided to City.** No later than thirty (30) days after the final day of the festival, Chamber and SLE shall provide the below information to the City:

a. Post-Event Operations
    i. Total Event Attendance and Parking Numbers for the Event
    ii. A Breakdown of the Event Attendance by:
        1. Hour by Hour Gate
        2. Total for Employees/Staff
        3. Total for Vendors/Volunteers
        4. Total for Tickets Sold
        5. Total for Complimentary Tickets
    iii. A Breakdown of the Parking Numbers by:
        a. On-Site Public Vehicles Parked by Days
        b. Off-Site Public vehicles Parked by Days

III. **Operative Provisions, Guidelines, and Directives.** Licensee shall ensure the following

provisions, guidelines and directives are operative during the Event:

a. A current annual inspection sticker and/or inspection report for each amusement/activity must be on file with UL. Further, a copy must be available on-site for the Fire Department to review when the rides are set up or upon the initial inspection at the festival.

b. All amusement/activities must have a fire extinguisher mounted near operators control panel. Each extinguisher must have affixed, a current annual service tag provided by a certified company.

c. Access roadway leading to recreational vehicles parked on site to be continuously kept clear of all obstructions.

d. All non-approved vehicles must be removed from the event area 30 minutes prior to event opening.

e. All food service units shall have a 2a-10bc UL minimum rated fire extinguisher mounted in the unit. Each extinguisher must have affixed a current annual service tag provided by a certified company. All units with overhead fire extinguishing systems shall have a tag on the system indicating that the system was inspected and serviced by a certified company within the preceding six (6) months. An open flame permit for cooking of food(s) is required by the Fire Code at a cost $85.00. Licensee will purchase one permit to cover all food vendors in attendance at the Event. Licensee will assume all responsibilities that each food vendor abides by all regulations set forth by currently adopted IFC.

f. Fire inspections will be conducted prior to the opening of the festival on a pre-determined date and time agreed upon by both parties. Any vendor not in compliance with currently adopted International Fire Code (IFC) requirements may be asked to vacate festival.

g. Propane gas tank(s) used for cooking in the food area shall be secured to prevent the tank(s) from being knocked over.

h. Additionally, the City will not allow open flames for cooking or entertainment unless the activity meets currently adopted International Fire Code (IFC) requirements. Any entertainer using open flames must perform on a non-combustible surface, with spotters equipped with fire extinguishers and a fenced separation of not less than 20 feet. All vendors must comply with the IFC and City requirements. If re-inspection is needed to non-complying areas, the City will be charging re-inspection fees.

i. Tents and canopies shall be a minimum of 20 feet apart and have the current flame retardant certification available for review during the inspection period. Tent inspection and permit fee is required for any tent of 800 square feet or more. The fees

are $170.00 for the first tent or canopy and $40.00 for each additional tent or canopy. Tents in size of 100 square feet (10 x 10 or commonly referred to as "pop-ups") may be placed in a row as long as a minimum of five feet separate each tent. If 8 or more tents (10 x 10) are placed together and are attached to each other, they must follow the requirements set forth monitoring a canopy of 800 square feet.

j. All tents and canopies must be secured via weights; ground stakes are prohibited, on asphalt and concrete; but stakes are allowed on grass and/or dirt areas with the locations approved by the City of Chandler Parks Division.

k. Artistic performances during the festival involving open flames may be permitted provided that they are first reviewed and approved by the Fire Department. These performances must be stationary such as on a stage and must meet the requirements of the IFC, The National Fire Protection Association 160 and any applicable city ordinances and amendments. Some of these requirements included but are not limited to fire extinguishers positioned on stage, extinguishers manned by non-performers, the audience kept twenty feet from the performance, etc. Roving theatrical performances involving open flames throughout the crowds are not permitted due to the possible impact on public safety. There are no exceptions to this.

l. Fire and Police assets are in place and ready to conduct operations at least 15 minutes prior to the scheduled opening time. The public opening shall only be held up if Fire and/or Police deem on issue the event grounds as unsafe to the public. Fire and/or Police liaisons on duty in the command post will notify Licensees of the issue to keep the event opening delayed. Gates will be held until the issue is resolved or deemed safe for the public to enter. Licensee shall provide a high-quality professional grade radio with at least one spare battery per radio for each operational area of the Festival, including all parking and event staff on duty and the command post for the duration of the Festival.

m. All final activities planned at the Event shall be reviewed and approved by the City of Chandler Special Events Committee no later than the deadlines set in Section 2. Any events submitted after that date shall not be allowed to operate at the Festival. The final decision concerning events submitted after this period may be reviewed by the individual City personnel or departments applicable and will be at the sole discretion of the City of Chandler.

n. Licensee and the City agree that if the City believes that a vendor or event may seriously impact public safety, the City Fire or Police Department has the authority to immediately cause that activity to stop. If necessary, the vendor/ entertainer will be directed to leave the venue. In these rare cases, the City Fire or Police Department will immediately notify Licensee of the name of the vendor/event and the reason for the cease-and-desist action.

o. The City of Chandler though the Fire and Police Departments reserves the right to

suspend festival activities should environmental conditions become a threat to public safety. These conditions include but are not limited to:

i. Thunder audible at the venue
ii. Lightning suspected or estimated to be within 15 miles of the venue
iii. Wind speeds exceeding minimum safe tolerance for rides, including inflatable attractions as indicated by ASTM standards or the specific rides safety information
iv. Civil unrest

EXHIBIT C

The Chamber and SLE will use best efforts to provide yearly community benefits including but not limited to;

1. Supporting volunteer groups and local non-profits by offering different opportunities (paid and unpaid), throughout the festival.
2. Offer internships or volunteer opportunities for local students interested in event management, marketing, or related fields.
3. STEAM activities at no additional charge.
4. Supporting music and arts - kids, teens and adults.
    a. Offer slots for local and community bands, dance troupes, theater groups, individual performers and artists to perform and be featured throughout the festival.
5. Environmental Initiatives
    a. Provide recycling bins at the festival, promote the use of biodegradable materials, and encourage attendees to follow sustainable practices.
6. Special promotions for veterans, active-duty military, and first responders.
7. Special promotions for teachers and educators within the City of Chandler.
8. Support for Vulnerable Populations
    a. Collaborate with Shelters: Provide free tickets for families living in shelters as well as extra food and supplies left over after the festival.
9. Marketing and promotions throughout the State of Arizona and to relevant national media outlets which equate to over $100,000 in marketing yearly and have garnered many awards locally, nationally and internationally.
10. Chandler Community Awards
    a. Recognize and award outstanding community members, businesses, or groups that have made significant contributions to Chandler.

A report of such activities will be provided to the City no later than 60 days after the last day of the Festival.

CHANDLER arizona
Community of Innovation

City Council Memorandum Cultural Development Memo No. N/A

Date: November 06, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kim Moyers, Cultural Development Director
From: Lauren Koll, Downtown Redevelopment Program Manager
Subject: Purchase of tree grates and landscape fencing to be located along Arizona Avenue

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Proposed Motion:

Move City Council approve the purchase of tree grates and landscape fencing to be located along Arizona Avenue, from Iron Age Designs, in the amount of $205,539.

Background/Discussion:

As part of planned improvements in Downtown Chandler, tree grates will be added to the planter beds along Arizona Avenue to enhance this highly visible corridor. The city previously installed tree grates in 2010 and 2018 to various areas of downtown, and this purchase will finish the goal of every downtown planter bed having a tree grate. This project will add 54 tree grates, as well as 544 linear feet of landscape fencing, on both sides of Arizona Avenue between Boston Street and Buffalo Street. Additionally, this project will add tree grates and landscape fencing on the west side of Arizona Avenue from Buffalo Street to Chandler Boulevard. Installing tree grates and landscape fencing will increase the safety of pedestrians walking along the sidewalks and allow for additional plantings and placemaking initiatives identifying the downtown area.

Evaluation:

Iron Age Designs has fabricated the new tree grates that were previously installed along Arizona Avenue. To ensure consistency of product, as well as avoid the additional cost associated with the setup of the city's design for fabrication by a different vendor, staff recommends the competition impracticable purchase of the Arizona Avenue tree grates and landscape fencing from Iron Age Designs.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.4320.6611.6CA672	General Government Capital Projects	Downtown Tree Gates and Landscaping	$205,539	Y

Attachments

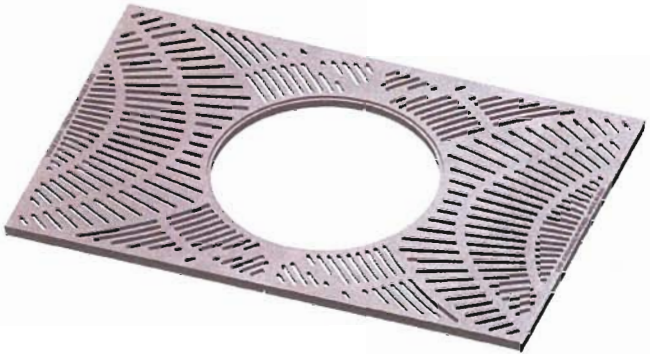
Tree Grate
Tree Fence



8692 RECTANGULAR

48" x 72" rectangular
30" diameter tree opening
1 1/2" seat height
Two grates per assembly
Steel frame

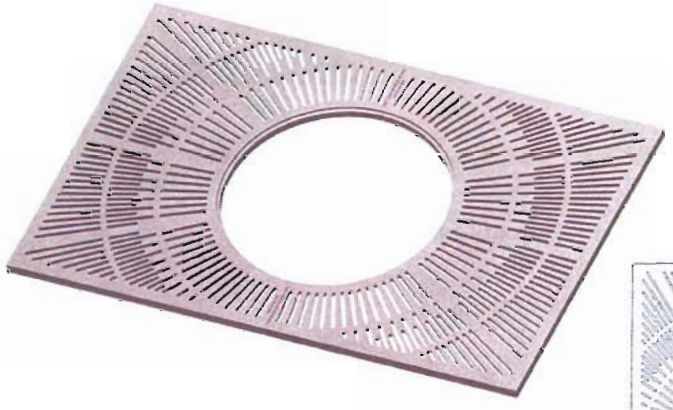
Options:
18" and 24"
removable center rings
accommodate tree growth

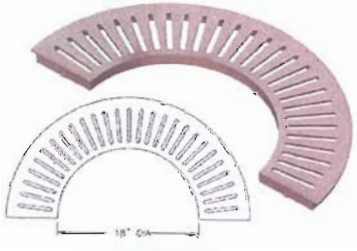


8695 RECTANGULAR

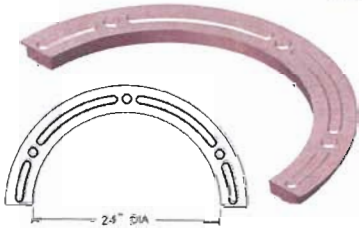
48" x 72" rectangular
30" diameter tree opening
1 1/2" seat height
Two grates per assembly
Steel frame

Options:
18" and 24"
removable center rings
accommodate tree growth





Center Grate – 00869563



Center Solid Ring – 00865567

Color: Natural Rust
MFG: East Jordan Iron Works





CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 23-047

Date: November 06, 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: PLH23-0035 Galveston Commercial
Introduction and Tentative Adoption of Ordinance No. 5072
Request: Rezoning, PLH23-0035 Galveston Commercial, 4100 W. Galveston St., generally located 1/2 mile north of the northwest corner of McClintock Drive and Chandler Boulevard.
Location: 4100 W Galveston st., generally located 1/2 mile north of the northwest corner of McClinton Dr. and Chandler Blvd
Applicant: Victoria Snively - United Realty MTA LLC

Proposed Motion:

Move City Council introduce and tentatively adopt Ordinance No. 5072 approving Rezoning PLH23-0035 Galveston Commercial, amending existing PAD zoning to allow medical office uses, subject to the conditions as recommended by Planning and Zoning Commission.

Background Data:

- The subject site is currently zoned Planned Area Development (PAD) for light industrial uses such as general office and research and development.
- Per the current zoning, medical office uses are not permitted.
- A PAD amendment is required to allow for medical uses.

Surrounding Land Use Data:

North	Single Family Residential	South	Galveston St., then vacant parcel

East	McClintock Dr., then Single Family Residential	West	Commercial building

General Plan and Area Plan Designations:

The subject site has a General Plan Designation of Employment.

Proposed Development

Building Total	85,000 Square Feet
Suite 1	42,800 Square Feet
Suite 2	26,000 Square Feet
Suite 3	17,000 Square Feet
Parking Provided	520 Spaces
Parking Required	459 Spaces

Review and Recommendation

The property was zoned PAD for light industrial uses, such as general office and research and development, in 1988 through zoning case Z88-018 as part of a larger development called Chandler Corporate Center. For this portion of the development, medical office was not a permitted use. The current request is to amend the PAD to allow for medical office use.

Staff finds that the proposed medical office use is acceptable upon demonstrating that the use does not generate a parking demand that exceeds the number of parking spaces on site. Section 35-1804 of the City of Chandler's parking regulations dictates that medical office uses should be parked at one (1) space per one hundred fifty (150) square feet and general office at one (1) space per two hundred fifty (250) square feet. The parking calculations with medical office yields a parking requirement of 459 parking spaces. There are currently 520 parking spaces provided on site.

The existing tenant in the neighboring westernmost suite of the building had some concerns about parking, regarding which this tenant and the applicant discussed adding new signage and striping the parking spots that will be designated for the aforementioned suite.

No changes are proposed to the site other than designating parking spaces for the adjacent suite. A copy of the Chandler Corporate Center II preliminary development plan booklet (approved in 2013) is attached for reference only, as it will continue to regulate development within the proposed amended PAD. A copy

of the current PAD, adopted via Ordinance No. 1968, is also attached for reference. Planning staff has reviewed the request and finds it to be consistent with the General Plan and Zoning Code regulations.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting was held on August 30, 2023. There was one neighbor in attendance in addition to staff and the applicant.
- As of the writing of this memo, Planning staff is aware of the concerns of the tenants of the neighboring suite, but is not aware of any opposition to the request.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting October 18, 2023
Motion to Approve

In Favor: 5 Opposed: 0 Absent: 2

Recommended Conditions of Approval

Planning and Zoning Commission recommends the City Council approval of amending the PAD to allow for Medical Office uses, subject to the following conditions:

1. Development shall be in substantial conformance with exhibits and representations entitled "Chandler Corporate Center II" kept on file in the City of Chandler's Planning Division, in file No. PDP13-0017, modified by such conditions included at the time the exhibits were approved by the City Council and/or as thereafter amended, modified or supplemented by the City Council.
2. Uses permitted shall be limited to light industrial such as but not limited to general offices and research and development. Additionally, medical office uses shall be permitted provided they do not exceed 43,000 square feet.
3. All employees and clients shall park on-site.
4. The site shall be maintained in a clean and orderly manner.

Attachments

Ordinance
Vicinity Maps
Narrative

Site Plan
Floor Plan
Ordinance 1968
Chandler Corp. Center 2 -Development Booklet

ORDINANCE NO. 5072

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY AMENDING AN EXISTING PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICT TO ALLOW MEDICAL OFFICE USES IN ADDITION TO THE USES CURRENTLY ALLOWED FOR AT AN EXISTING PARCEL LOCATED AT 4100 W. GALVESTON ST. 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 rezoning certain property within the corporate limits of Chandler, Arizona, has been filed in accordance with Article XXVI of the Chandler Zoning Code; and

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

WHEREAS, a notice of such hearing was posted on the property at least seven (7) days prior to 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 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 rezoned from Planned Area Development (PAD) for light industrial, general office and research and development to Planned Area Development for light industrial, general office and research and development including medical office uses, not exceeding 43,000 square feet, for the existing 85,000 square foot building, subject to the following conditions:

1. Development shall be in substantial conformance with exhibits and representations entitled "Chandler Corporate Center II" kept on file in the City of Chandler's Planning Division, in file No. PDP13-0017, modified by such conditions included at the time the exhibits were approved by the City Council and/or as thereafter amended, modified, or supplemented by the City Council.

2. Uses permitted shall be limited to light industrial such as but not limited to general offices and research and development. Additionally, medical office uses shall be permitted, provided they do not exceed 43,000 square feet.
3. All employees and clients shall park on-site.
4. The site shall be maintained in a clean and orderly manner.

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 ____ day of _____, 2023.

ATTEST:

_____ _____
CITY CLERK MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2023.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5072 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2023, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

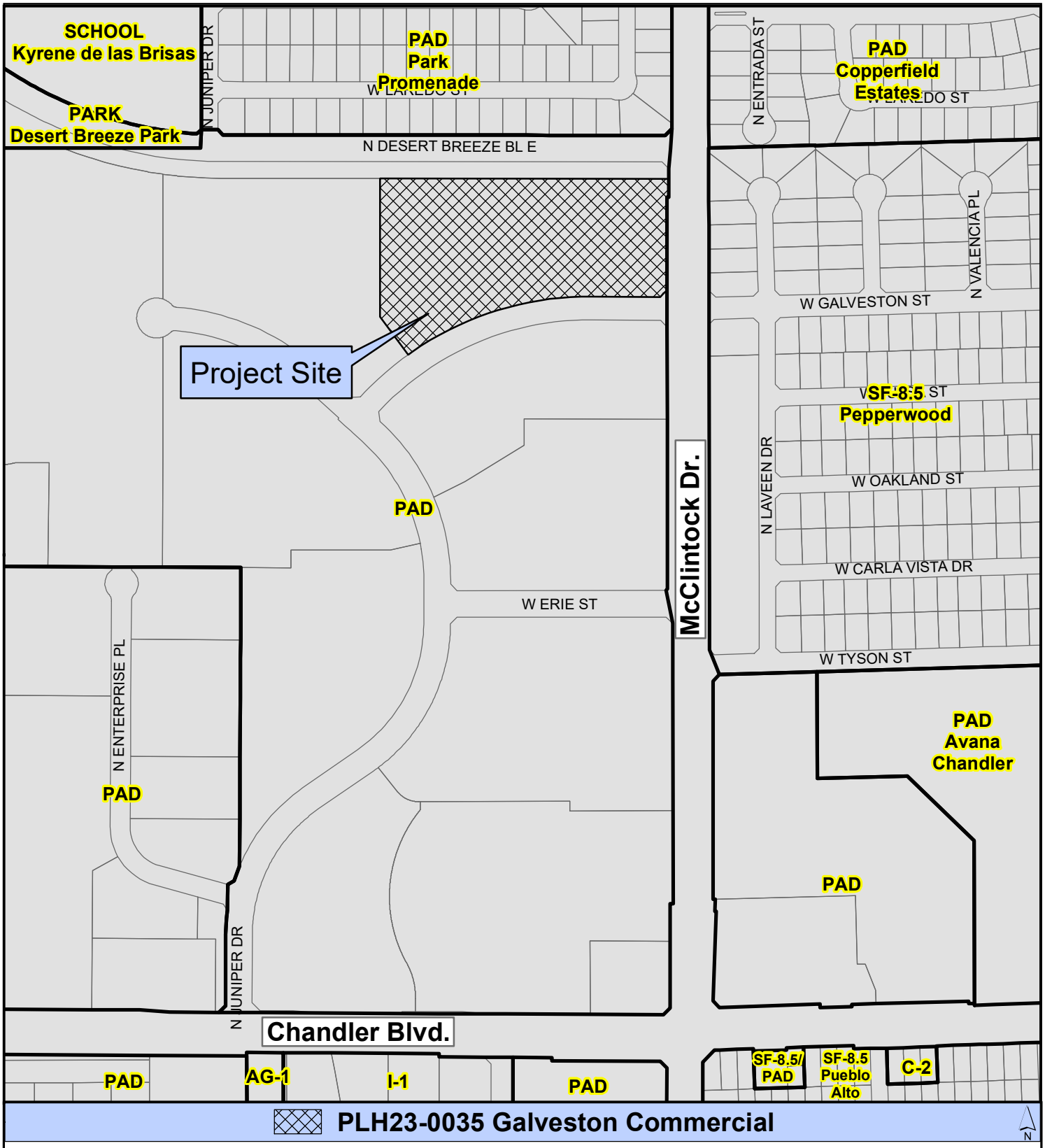
_____
CITY ATTORNEY TA

Published in the Arizona Republic on:

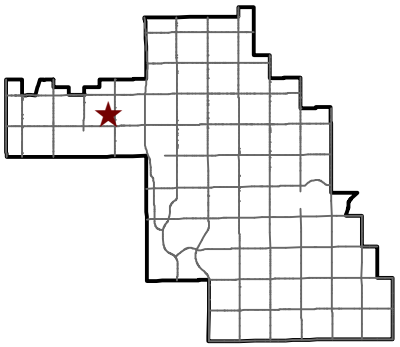
EXHIBIT “A”

LEGAL DESCRIPTION – GALVESTON COMMERCIAL

LOT 2, OF CHANDLER CORPORATE CENTER – NORTH AS RECORDED IN BOOK 1180 OF MAPS, PAGE 18 RECORDS OF MARICOPA COUNTY, ARIZONA.



Project Details
4100 W. Galveston St.
Rezoning to allow for Medical Office Uses



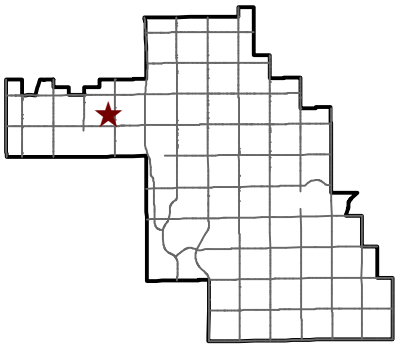
CHANDLER arizona

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



PLH23-0035 Galveston Commercial

Project Details
4100 W. Galveston St.
Rezoning to allow for Medical Office Uses



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

4100 West Galveston Street

Northwest Corner of North McClintock Drive and West Galveston Street
APN 301-90-661

Owner:
Norte URMTA LLC
GKLife Services LLC

Existing Zoning: PAD - Industrial / Office / Warehouse (Limited)

Request: Amend PAD to include Medical Office uses

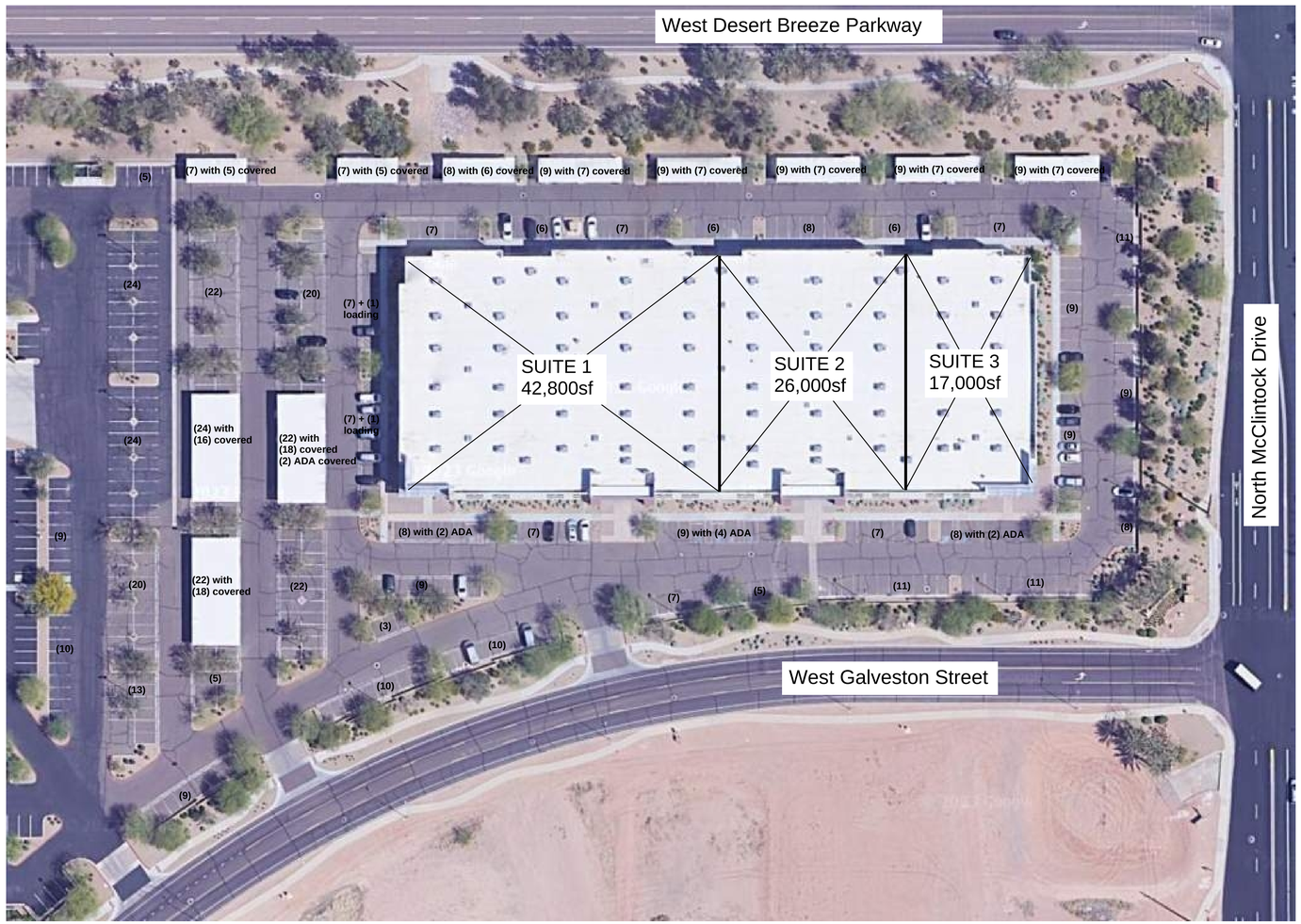
Narrative:
The existing commercial building at 4100 West Galveston Street was constructed in 2016 and is PAD zoned which allows for Industrial / Office / and Warehouse (Limited) uses. The request is for an amendment to the PAD to include Medical Office uses in the east two suites.

The existing 85,800sf building is divided into three suites. Suite 1 is 42,800sf on the west end, Suite 2 is 26,000sf in the center, and Suite 3 is 17,000sf on the east end. The suites at both ends of the building are currently occupied. The center 26,000sf suite has not been occupied since being constructed in 2016 and has an interested tenant that requires medical offices.

The request is for the PAD amendment to include Medical Office uses to allow for flexibility for potential tenants in Suites 2 and 3. No exterior changes are planned, all work for potential tenants will be interior tenant improvements.

EXISTING ZONING: PAD-INDUSTRIAL / OFFICE / WAREHOUSE (LIMITED)

REQUEST: AMEND PAD TO INCLUDE MEDICAL OFFICE USE SUITES 2 AND 3 ONLY



NORTH

PARKING SITE PLAN (APN 301-90-661)

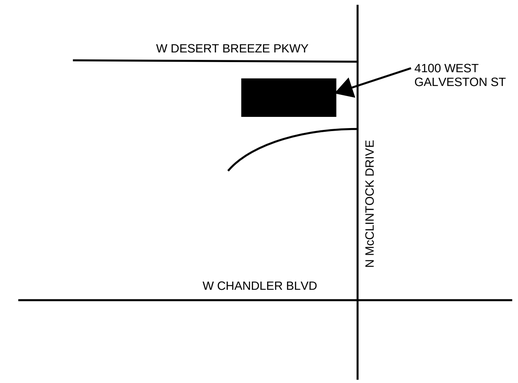
PARKING CALCULATIONS

PARKING PROVIDED
(520) TOTAL PARKING
(10) ADA WITH (2) COVERED
(103) COVERED
(2) LOADING

PARKING REQUIRED
SUITE 1 - NO USE CHANGE
42,800sf / 250 = **172 SPACES**

SUITES 2 AND 3 - ADD MEDICAL USE
26,000sf + 17,000sf = 43,000sf
43,000sf / 150 = **287 SPACES**

TOTAL SPACES REQUIRED **459 SPACES**



NORTH

VICINITY MAP

OWNER AND ARCHITECT

UNITED REALTY
PO Box 5177
Mesa, AZ 85211

Owner:
Thomas Adhoot
Derek Olson
480.276.5932
Architect:
Victoria Snively
602.370.5183

NORTE GALVESTON

4100 W GALVESTON STREET CHANDLER, AZ 85226

NOT FOR CONSTRUCTION

JUNE 20, 2023

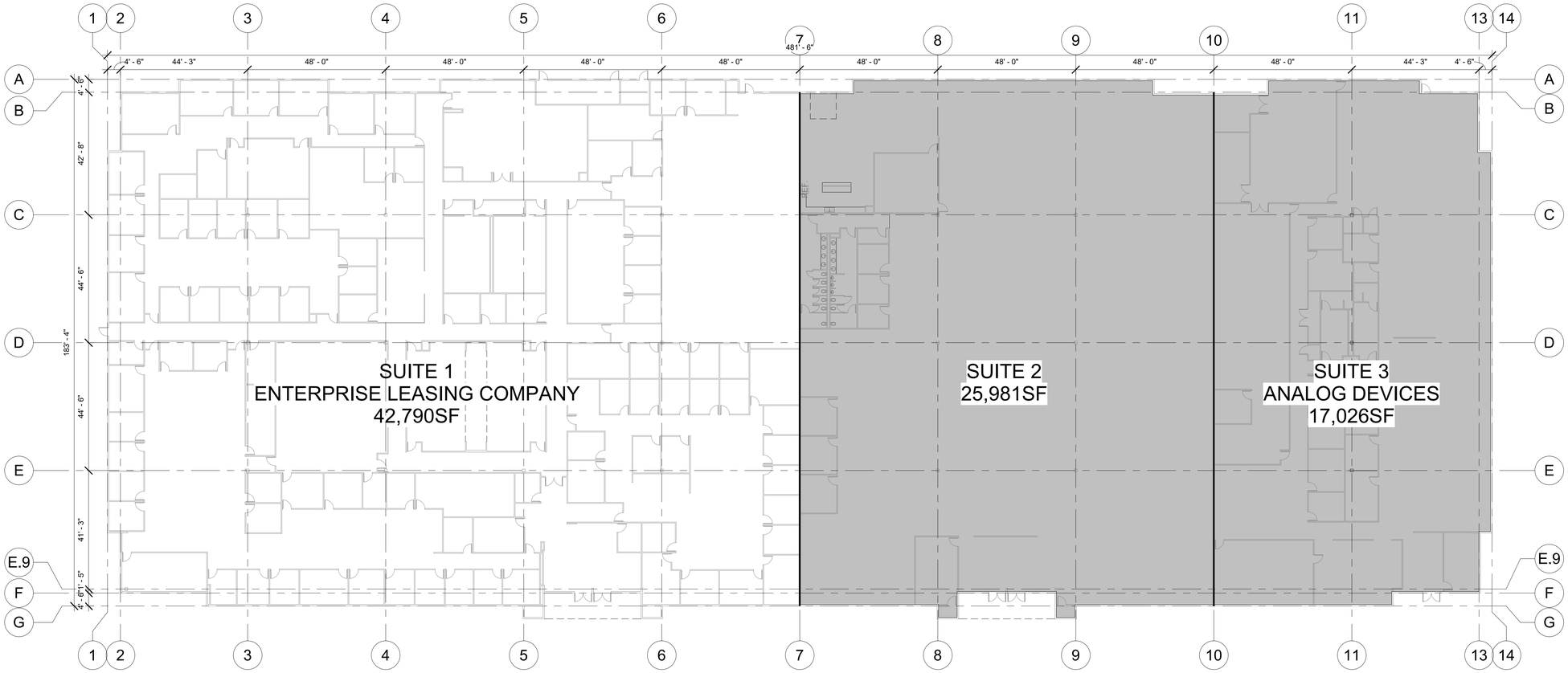
A-1.0

PARKING PLAN

OWNER AND ARCHITECT

UNITED REALTY
PO Box 5177
Mesa, AZ 85211

Owner:
Thomas Adhoot
Derek Olson
480.276.5932
Architect:
Victoria Snively
602.370.5183



1 EXISTING FULL BUILDING
1" = 20'-0"

NORTE GALVESTON

4100 W GALVESTON STREET CHANDLER, AZ 85226

NOT FOR CONSTRUCTION

JUNE 26, 2023

A-2.0

EXISTING FULL BUILDING

ORDINANCE NO. 1968

AN ORDINANCE OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY REZONING A PARCEL OF LAND FROM P.A.D. TO P.A.D. (Z88-018 CHANDLER CORPORATE CENTER) LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF CHANDLER, ARIZONA.

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

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

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

WHEREAS, public hearings were held by the Planning and Zoning Commission and the City Council 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:

A portion of the North half of the Southeast Quarter of Section (26) Twenty Six, Township One (1) South, Range Four (4) East, Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

COMMENCING on the East Quarter corner, Section 26, T1S, R4E, G&SRB&M, Maricopa County, Arizona;

THENCE S89°45'45"W, a distance of 75.00 feet to the TRUE POINT OF BEGINNING;
THENCE S00°24'42"E, a distance of 40.00 feet;
THENCE S45°24'42"E, to a point on the West 55.00 foot Right-of-Way of McClintock Drive, a distance of 28.28 feet;
THENCE S00°24'42"E, along the said West 55.00 foot Right-of-Way, a distance of 1245.79 feet;
THENCE S44°35'18"W, a distance of 28.28 feet;
THENCE S89°34'57"W, a distance of 627.17 feet;
THENCE N45°12'20"W, a distance of 28.18 feet;
THENCE N00°00'22"E, a distance of 0.64 feet;
THENCE N89°59'38"W, a distance of 629.79 feet;
THENCE N00°00'22"E, a distance of 45.07 feet;
THENCE West, a distance of 1301.15 feet to a point on the East-West mid-section line;

THENCE N00°25'43"E, along the East-West mid-section line, a distance of 393.11 feet;
THENCE S89°34'17"E, a distance of 249.43 feet to a point of curvature of a curve to the right with a Delta of 33°54'04" and a Radius of 50.00 feet;
THENCE along said curve, a distance of 29.58 feet to a point of curvature of a curve to the left with a Delta of 33°54'04" and a Radius of 50.00 feet;
THENCE along said curve, a distance of 29.58 feet;
THENCE N89°45'45"E, a distance of 95.89 feet;
THENCE N00°25'43"E, to a point on the North-South mid-section line, a distance of 880.90 feet;
THENCE N89°45'45"E, along the North-South mid-section line, a distance of 2157.89 feet to the TRUE POINT OF BEGINNING.

Said parcel is hereby rezoned from P.A.D. to P.A.D. subject to the conditions set forth as follows:

1. The uses in the commercial parcel shall be limited to industrial related business and personal services; the uses in the office area shall be restricted to industrial related offices; the uses along the south side of Galveston shall be limited to light industrial such as but not limited to offices and research and development.

2. Buildings along Galveston shall be set back a minimum of 50 feet except any building or portion of a building not exceeding 18 feet in height may encroach into the 50 foot setback by 20 feet resulting in a minimum setback of 30 feet. Special attention (landscaping, screening, buffering) shall be paid to the interface and transition to the multifamily to the north at the time of Preliminary Development Plan.

3. All development shall be in accordance with the City's development standards at the time of development.

4. Development shall be in accordance with the City's Environmental Design Criteria for Industrial Parks entitled "Exhibit D."

5. Development shall be in substantial conformance with Exhibit A, Photographic Quality Exhibit Booklet, and Exhibit B, Chandler Corporate Center Conceptual Master Plan.

6. The construction of Galveston Street adjacent to the property shall commence within 120 days upon the order of the Public Works Director and said order shall not be issued before August 1, 1989.

(Z88-018 Chandler Corporate Center)

NOTE: All above referenced exhibits are on file in the Department of Planning & Development.

SECTION 2. Except where provided, nothing contained herein shall be construed to be an abridgment of any other ordinance of the City of Chandler.

SECTION 3. The Department of Planning and Development of the City of Chandler is hereby directed to enter such changes and amendments as may be necessary upon the Zoning Map of said Zoning Code in compliance with this ordinance.

INTRODUCED AND TENTATIVELY APPROVED by the City Council this 28th day of April, 1988.

ATTEST:

Carolyn Deeds
DEPUTY CITY CLERK

MAYOR

PASSED AND ADOPTED by the City Council this 12th day of May, 1988.

ATTEST:

Carolyn Deeds
DEPUTY CITY CLERK

MAYOR

C E R T I F I C A T I O N

I HEREBY CERTIFY that the above and foregoing Ordinance No. 1968 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 12th day of May, 1988, and that a quorum was present thereat.

Carolyn Duran
DEPUTY CITY CLERK

APPROVED AS TO FORM:

Maureen R. George
CITY ATTORNEY

PUBLISHED:

CHANDLER CORPORATE CENTER

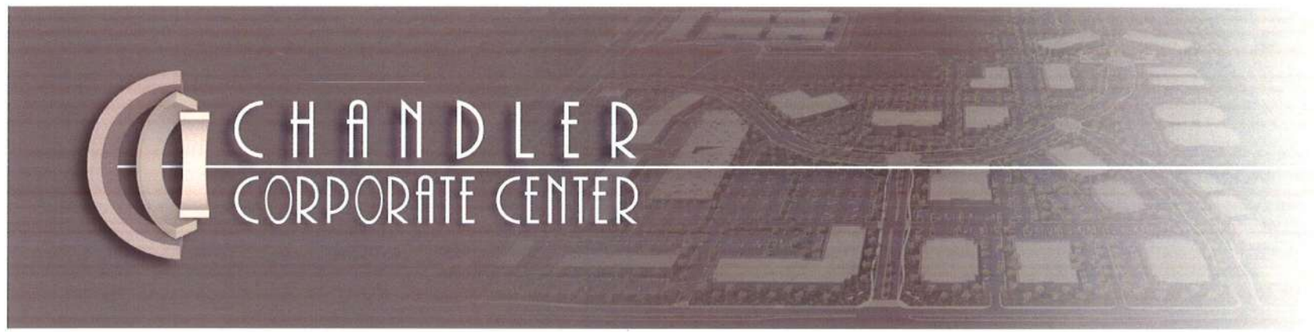
PRELIMINARY DEVELOPMENT PLAN AND MASTER DESIGN GUIDELINES

PHArchitecture
Patrick Hayes Architecture

RRS & Company

LGE DESIGN BUILD

December 15, 2005
Amended October 7, 2013



I. Introduction

Index

I. INTRODUCTION

II. MASTER PLAN VIEWS

III. USES & REGULATIONS

IV. INTENSITY & LOT USE

V. ARCHITECTURAL & LANDSCAPE DESIGN STANDARDS

VI. SITE STANDARDS

VII. PARKING

VIII. SITE LIGHTING

IX. SIGNAGE

X. MEDISERVE PDP

XI. OFFICE CONDO PDP

XII. INDUSTRIAL/WAREHOUSE PDP

XIII. FLEX OFFICE PDP

XIV. AMENDMENTS

* City of Chandler PDP approval obtained on 12/15/05 subject to conditions listed in the Notice of Council Action PDP 05-0009 document dated 12/15/05.

Introduction

The property is approximately 100 acres located at the northwest corner of McClintock Drive and Chandler Boulevard in the City of Chandler ("Property"). This is to request approval of a Preliminary Development Plan (PDP) on the approximate 75 acre portion of the property north and west of the existing Juniper Drive and Erie Street alignment. PDP(s) for the remaining approximate 25 acres will be submitted at a later date.

This PDP will establish the site plan, development standards and development guidelines for the property. The site plan(s) contained herein are conceptual only; the development shall be in conformance with the development intensity chart on page 7. The building elevations contained herein are typical office and typical employment/industrial buildings and are intended to establish a level of quality and guidelines for future review of building plans by City Staff.

The zoning for the property approved in Case No. Z-88-018, and as set forth in Ordinance No. 1968, is now vested and final. The PDP submitted with this application is in substantial conformance with the stipulations set forth in Ordinance No. 1968.

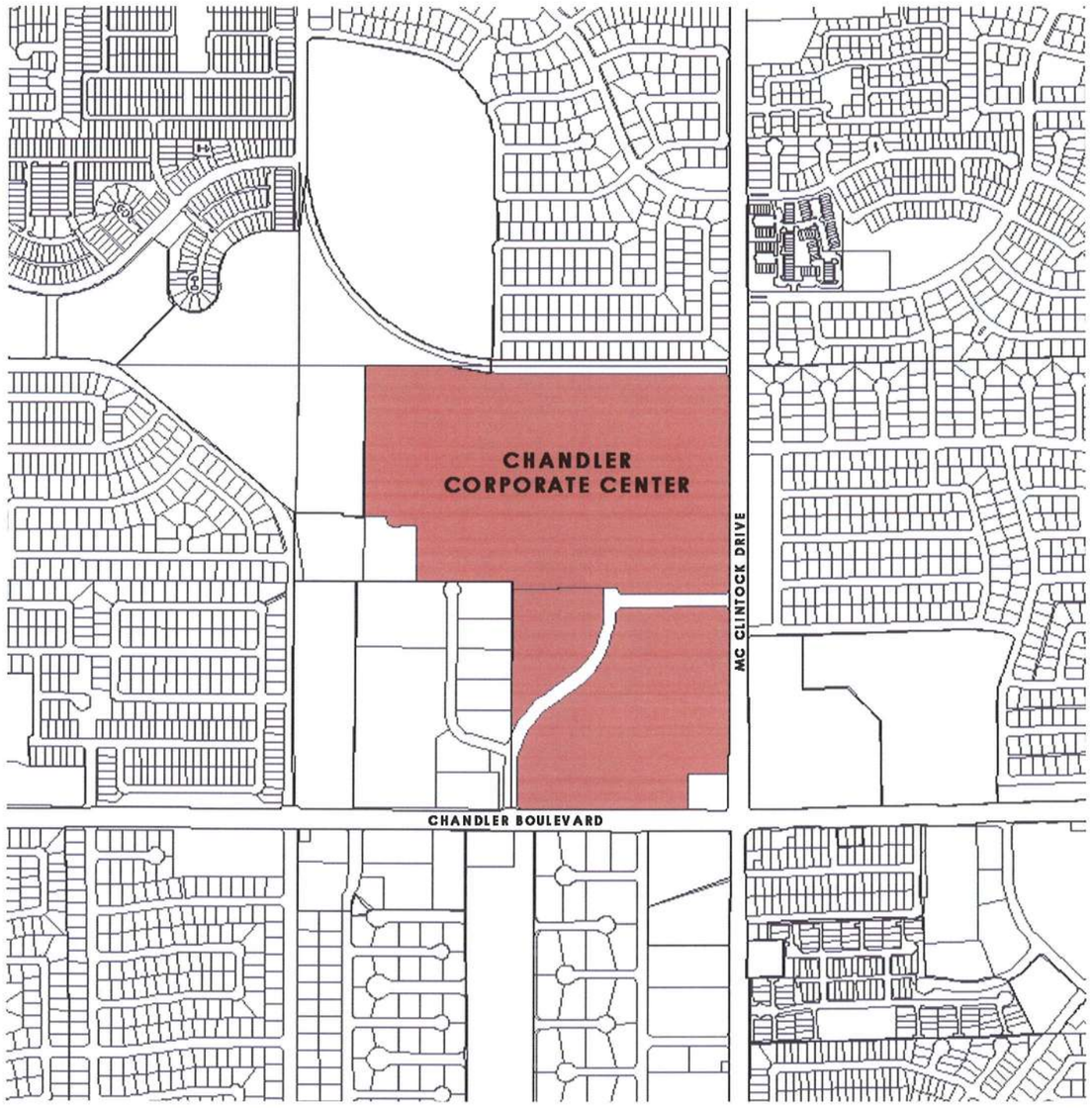
This PDP is enhanced and superior to the current PDP on this property approved by the City Council on December 14, 2000. This PDP has less square footage and will therefore generate less traffic. In addition, the general sizes of the building footprints have been reduced in this PDP. The two-story building at the SWC of Desert Breeze Boulevard and McClintock Drive has been eliminated and replaced with a two-story office building at the far west portion of the property, adjacent to the park. All of the other buildings on the south frontage of Desert Breeze Boulevard (directly south of the existing single-family subdivision) will now be limited to one-story. Finally, all of the key elements of the current PDP have been retained and/or enhanced: (i) There is no vehicular access to Desert Breeze Boulevard; (ii) the 50' wide landscape setback along the south side of Desert Breeze Boulevard will be dedicated to the City as a lineal park to provide a connection between McClintock Drive and Desert Breeze Park; (iii) entry way features shall be maintained and/or expanded upon, and (iv) landscape areas are designed and distributed throughout the property to provide a corporate setting and unified theme.

The intent of this document is to set forth and establish a Preliminary Development Plan (PDP) and development guidelines. Plans for individual buildings within the project shall be reviewed and approved administratively by staff.

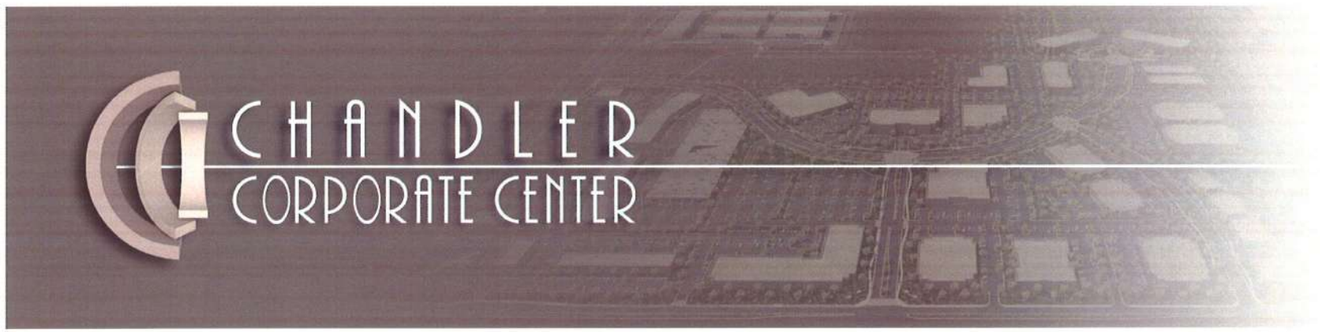
It is anticipated that the first phase will include a Class A office building for MediServe Information Systems. MediServe has been a pioneer in clinical information systems for key departments of healthcare organizations since 1985 – creating solutions that provide both clinical and business impact for ancillary departments. The MediServe office building will set a standard for future development.



Vicinity Map



Context Plan

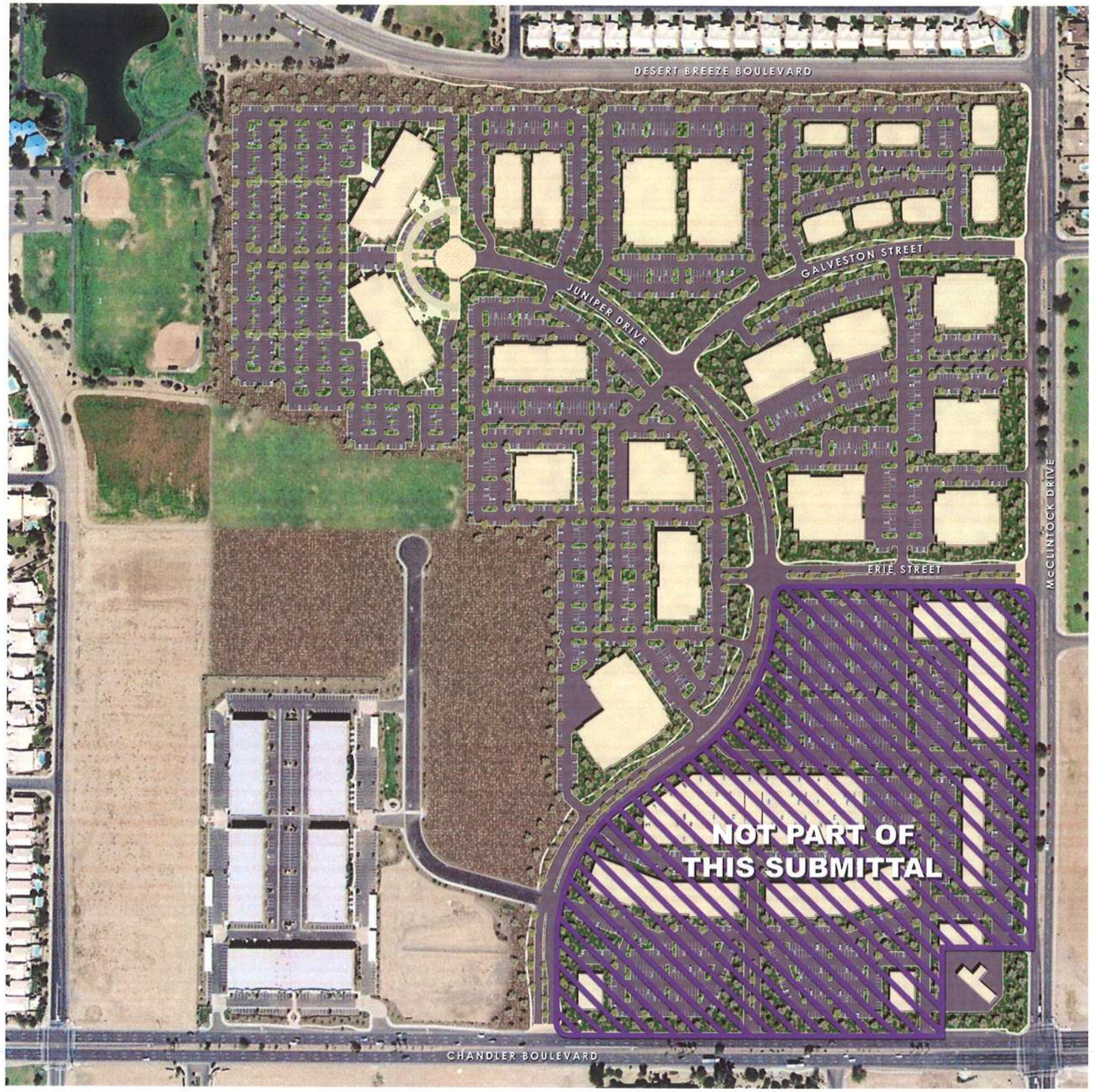


II. Master Plan Views

Proposed PDP Master Plan
(Current Owner for this submittal)



Proposed PDP Master Plan



Aerial View

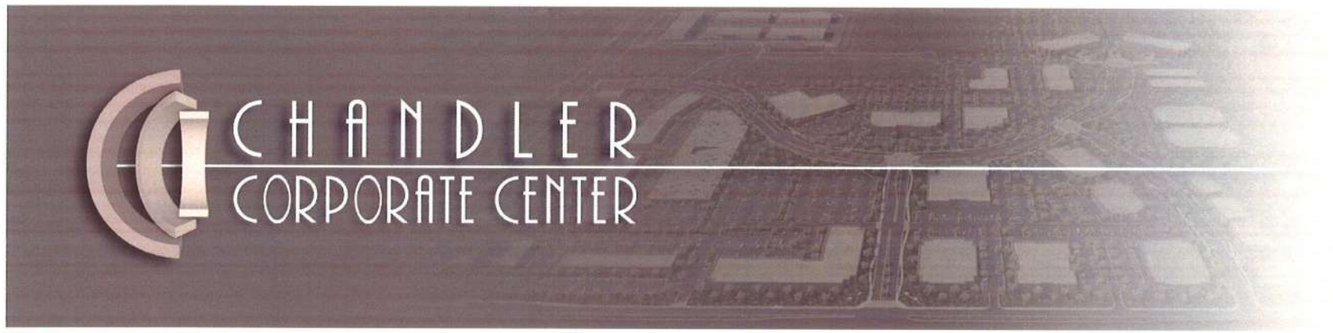


Aerial View



Conceptual Phase 1 Plan





III. Uses & Regulations

Uses & Regulations

PERMITTED USES

1. Industrial/office/warehouse (Limited)
Any light industrial uses such as, but not limited to, office and research and development.

2. Industrial/Office/Warehouse (General)
Any use or similar use indicated by an "X" under the I-1 District on the "Table of Permitted Uses for Non-Residential Districts" [Article XXI of the Chandler Zoning Ordinance] and/or general offices shall be permitted.

3. Office
Industrial related offices (including general office uses).

4. Commercial
Industrial related businesses and personal services (including offices and uses further clarified by the City correspondence dated April 15, 1986 see in exhibit section).

DEVELOPMENT STANDARDS

All development must conform to the standards set forth in the I-1 District of the Chandler Zoning Ordinances or the standards set forth in this section, whichever is more restrictive.

HEIGHT AND AREA REGULATIONS

A. Heights
No building shall exceed thirty (30) feet in height at a thirty (30) foot front building setback line, except a building may exceed such height provided that at no point it projects above a line sloping inward and upward at a forty-five degree(45) angle commencing at the public R.O.W., except as limited by the Development Standards Chart.

B. Setbacks

1. Front Yard
Buildings shall be set back at least fifty (50) feet from the right-of-way line along arterial streets (Chandler Blvd., McClintock Dr., and Desert Breeze Blvd.); and at least thirty (30) feet from the right-of-way line along all other streets. (Future right-of-way dedications for decel lanes, bus bays, etc., shall be allowed to encroach on the required setbacks.)

2. Side Yard
A minimum side yard of twelve (12) feet shall be required on one side of any lot or parcel not having rear or alley access. On multi-building projects with on-site drives suitable for fire lanes, the required side yard setbacks may be waived upon approval of the site development plan by the planning director and the fire chief. In all instances, a minimum fifty (50) foot side yard setback shall be required for industrial development when abutting residentially zoned property. (Ord. No. 1518, II, 8-1-85, Supp. No. 29, 2-26-87)

3. Rear Yard
Fifty (50) feet when abutting or adjacent to residential zoned property. No rear yard is required when a minimum six (6) foot masonry wall and/or building wall is constructed along the rear property line and provided also no access or servicing is permitted to the rear of the property. A rear yard of twenty-five (25) feet is required in all other instances.

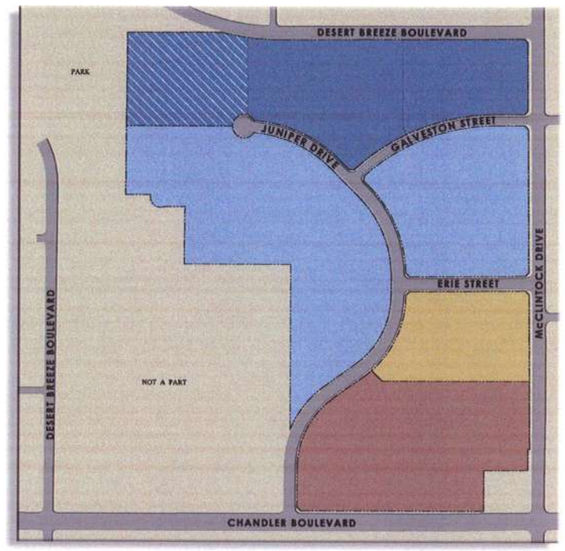
DEFINITIONS AND TERMS

Common Access Easement – An easement contained on the Subdivision Plat which provides for common ingress and egress over two adjacent lots.

Lot Coverage – The percent total derived by dividing the net building "footprint" into the net site area.

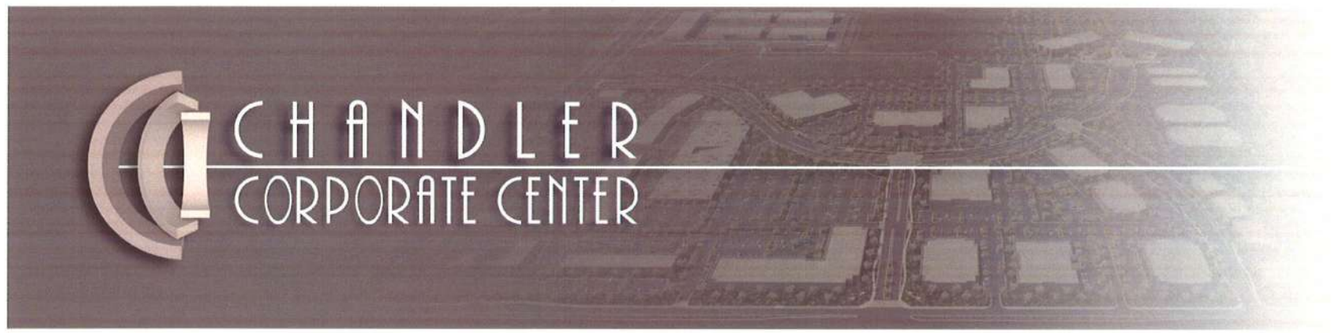
Ordinance – City of Chandler's Zoning Ordinance in place at the time of the City Council's approval of this Preliminary Development Plan.

PRELIMINARY DEVELOPMENT PLAN - LAND USE MAP



ZONING	BLDG HGTS/ # STORIES	BUILDING SETBACKS	MAX. LOT COVERAGE**
INDUSTRIAL/OFFICE/WAREHOUSE (LIMITED)	30'/1 STORY	STREET 30'* SIDE 12' REAR 30'	35%
INDUSTRIAL/OFFICE/WAREHOUSE (LIMITED)	35'/2 STORIES		35%
INDUSTRIAL/OFFICE/WAREHOUSE (GENERAL)	35'/2 STORIES	STREET 30'* SIDE 12' REAR 25'	40%
OFFICE	45'/3 STORIES	STREET 30'* SIDE 12' REAR 25'	35%
COMMERCIAL	45'/3 STORIES	STREET 30'* SIDE 12' REAR 25'	35%

*50' setback along arterial streets
**Exclusive of parking structures and canopies



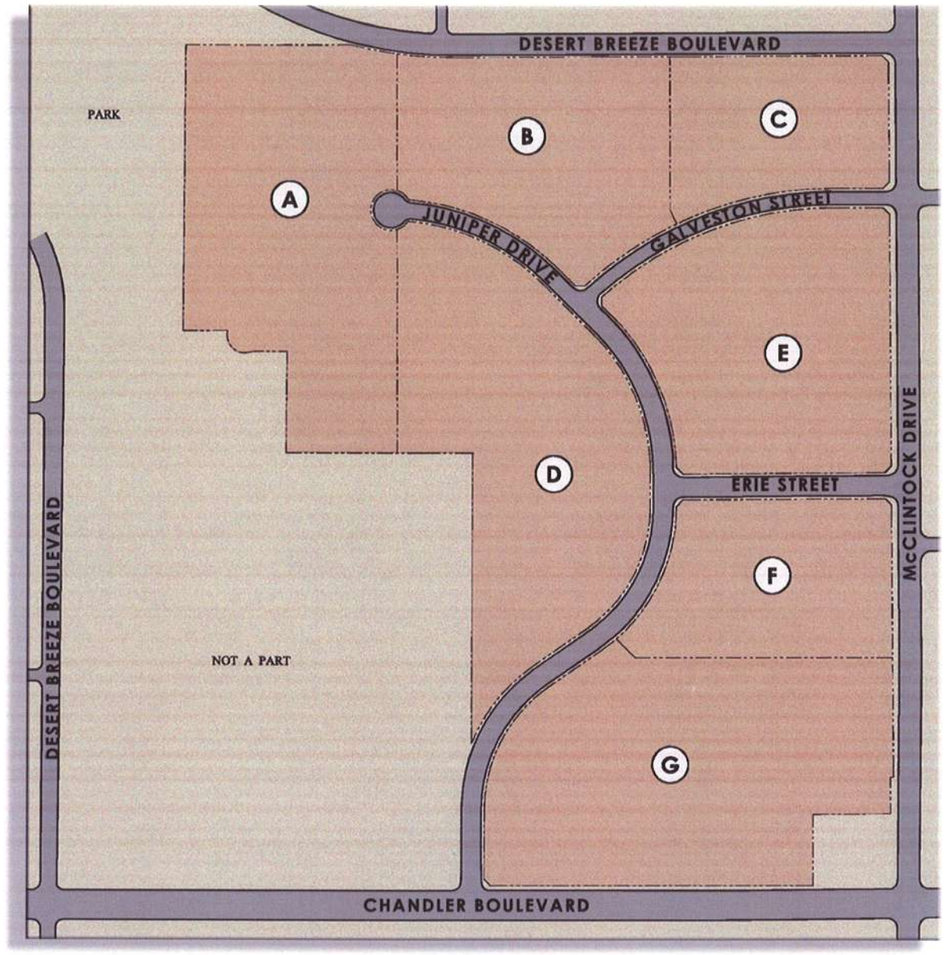
IV. Intensity & Lot Use

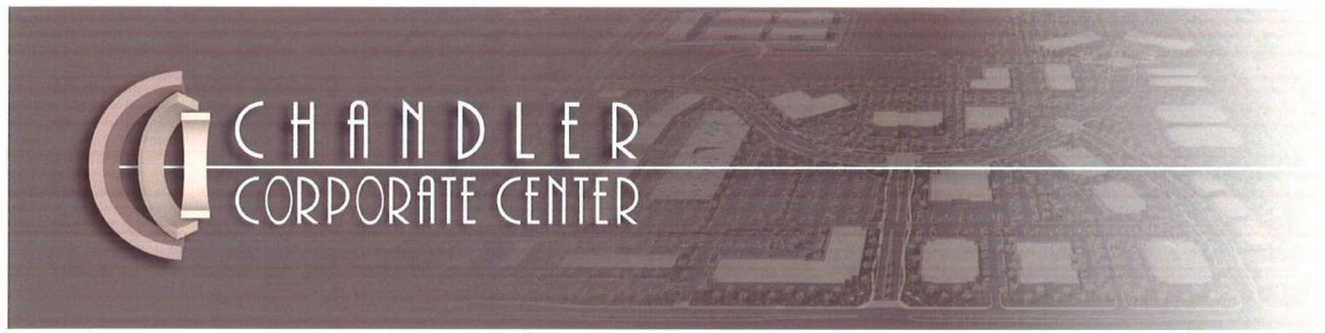
Intensity & Lot Use

No building(s) shall occupy more than forty(40) percent of the lot area, exclusive of parking structures and canopies. (Per Ord. No. 1513, §II, 8-1-85, Supp. No. 29, 2-26-87), except as limited by the Development Standards Chart.

DEVELOPMENT SITE PLAN AND INTENSITY OF LOT USE CHART

	MINIMUM NUMBER OF BUILDINGS	MAXIMUM BUILDING FOOTPRINT	TOTAL MAXIMUM S.F.
PARCEL A	2	80,000 S.F.	175,000 S.F.
PARCEL B	3	72,000 S.F.	120,000 S.F.
PARCEL C	2	35,000 S.F.	75,000 S.F.
PARCEL D	3	75,000 S.F.	240,000 S.F.
PARCEL E	3	85,000 S.F.	190,000 S.F.
PARCEL F	1	90,000 S.F.	130,000 S.F.
PARCEL G OFFICE/INDUSTRIAL RETAIL	2 2	100,000 S.F. 25,000 S.F.	300,000 S.F. 50,000 S.F.





V. Architectural & Landscape Design Standards

Architectural Design Standards

It is the intent of the Guidelines to cause the creation of an attractive, high quality development incorporating a variety of architectural styles, but with emphasis on a business park environment appearance.

APPROVED MATERIALS

- Common clay brick
- Architectural metal (e.g., Alucobond™)
- Poured in place, tilt-up or precast concrete provided that surfaces must be painted or have exposed aggregate finish (color and texture of exposed aggregate must be approved).
- Stucco or "dryvit" type systems provided that finishes must be smooth or sand finish.
- Integrally colored concrete block, smooth face and/or split-face units.
- Granite, marble or other natural stone.
- Ceramic tile.
- Sloped roofs may be flat concrete tile or architectural metal.

APPROVED COLOR PALETTE

Colors and like materials should be used to create visual harmony within Chandler Corporate Center.

Approved colors include:

- Desert hues and other "earth tones" including light brown, cream, tan, warm grays, brick-tones.
- Muted shades of blue, mauve, lavender.
- Off-white
- Colors appearing in natural stone utilized in buildings.

PROHIBITED MATERIALS AND COLOR PALETTES

Materials and colors not permitted include:

- Wood, except for very limited amounts of trim
- Corrugated metal and pre-engineered metal-sided buildings
- Bright colors such as orange, red, blue, green, yellow, purple, and similar colors, except for accenting purposes.
- Spanish or mission-type barrel roof tile.

BLOCK SAMPLES



Acme Block - Apache Brown (Or Equivalent)



Acme Block - Pewter (Or Equivalent)



Acme Block - Granite (Or Equivalent)



Acme Block - Copperstone (Or Equivalent)



Acme Block - Charcoal (Or Equivalent)



Acme Block - Lonestar (Or Equivalent)



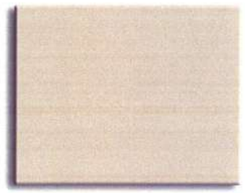
Acme Block - Terra Cotta (Or Equivalent)



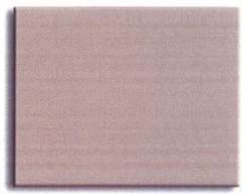
Acme Block - Saddle Tan (Or Equivalent)

Color Samples

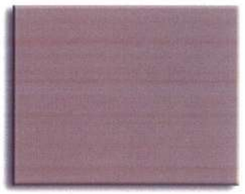
COLOR PALETTE 1



FRAZEE PAINT
DESERT TUMBLEWEED
8723M



FRAZEE PAINT
SLIVERED BARK
8314M

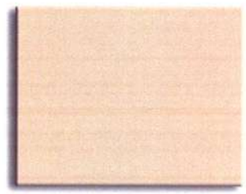


FRAZEE PAINT
RAVENWOOD
8315D

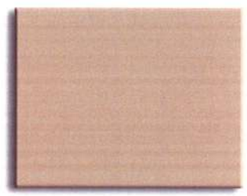


FRAZEE PAINT
MANGANESE
8826N

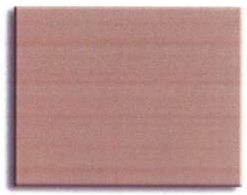
COLOR PALETTE 2



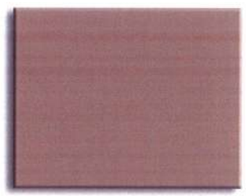
FRAZEE PAINT
NORTHERN PLAINS
8242W



FRAZEE PAINT
COPPER SPRINGS
8244D

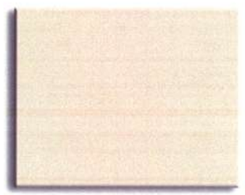


FRAZEE PAINT
OCHRE RUST
8245A



FRAZEE PAINT
SWEET EARTH
8256N

COLOR PALETTE 3



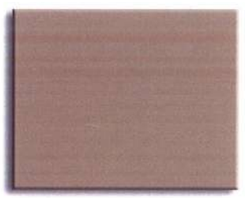
FRAZEE PAINT
STAGHORN
8731W



FRAZEE PAINT
DAPLIN
8234M

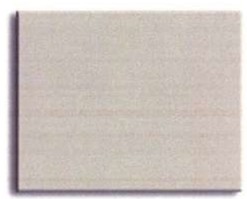


FRAZEE PAINT
AUTUMN WHEAT
8225D



FRAZEE PAINT
OCTOBER OAK
8226N

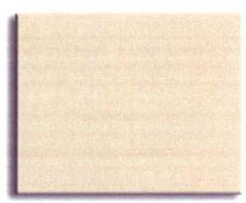
COLOR PALETTE 4



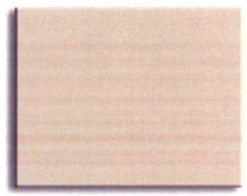
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STUCCO GREIGE
8693M



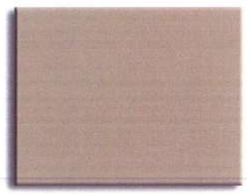
FRAZEE PAINT
SAWYER'S FENCE
8231W



FRAZEE PAINT
LULLED BEIGE
8232W



FRAZEE PAINT
CRISP KHAKI
8233M



FRAZEE PAINT
BRUSH BOX
8235D

BUILDING DETAILS

- Building details should reflect contemporary order of architecture.
- Building entries should be recessed and defined with special architectural features such as canopies, upgraded and special architectural treatments. Paving and ground treatment should be articulated and upgraded with special complimentary materials.
- Building walls should extend beyond the footprint with site wall elements that visually anchor the building to the site.
- Deep recesses or architectural treatment should be incorporated into exterior walls to articulate the facade.
- Building mass and scale should be sensitive to sit context and the desert environment and unify the project.
- Expansive building masses should be avoided. The architectural concept should be maintained in the architectural appointments and details.
- Pedestrian access should be integrated into the site and landscape.
- Architectural elements should complement the building aesthetics.
- A sense of arrival should enhance the project.

2-STORY BUILDING ENTRY DETAILS







1-STORY BUILDING ENTRY DETAILS









SITE DEVELOPMENT

- The building should be visually integrated with the site and its context by utilizing form, materials and colors that harmonize with the site and surrounding environment.
- A balance should be created between the building and its open space. Buildings should establish a hierarchy of spatial definition.
- Buildings should be planned with respect to solar orientation and views, employing a geometry sympathetic to its site and surroundings.

MASS AND SCALE

- Buildings should be clean, orderly and of a timeless expression, reflection the human scale. Buildings should be sensitive to the streetscape and adjacent developments.
- Building height, parking and open space shall comply with the City of Chandler Zoning Ordinance, or with the specific stipulations contained within individual zoning cases for each parcel or project.
- Building mass and form should create an orderly sense and be sensitive to surrounding forms.
- Rooftop equipment screening should integrate into the building mass and form, and should be constructed of similar or complementary materials.

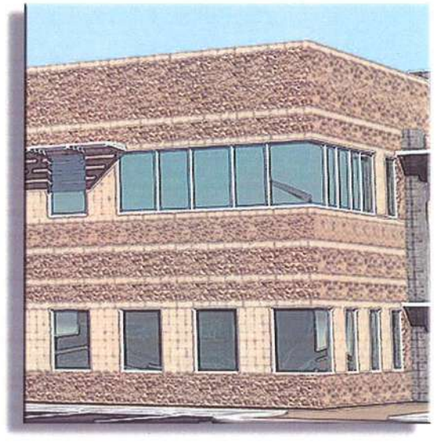
MATERIALS

- Exterior materials should be of a high quality and reflect their Sonoran Desert setting. They should possess properties which age and weather with dignity, enhancing the aesthetic quality of the building.
- Materials should include natural stone, precast concrete, brick, colored and/or textured concrete masonry units or smooth or sand finish stucco. If the use of stucco is employed, a wainscot of a higher quality material should be incorporated for aesthetics and durability.
- Building elevations should be designed with all building elevations reflecting a similar aesthetic. The elevations may vary according to their respective exposure and orientation.
- Colors should reflect the desert environment and complement adjacent development.

2-STORY BUILDING CORNER DETAILS







1-STORY BUILDING CORNER DETAILS









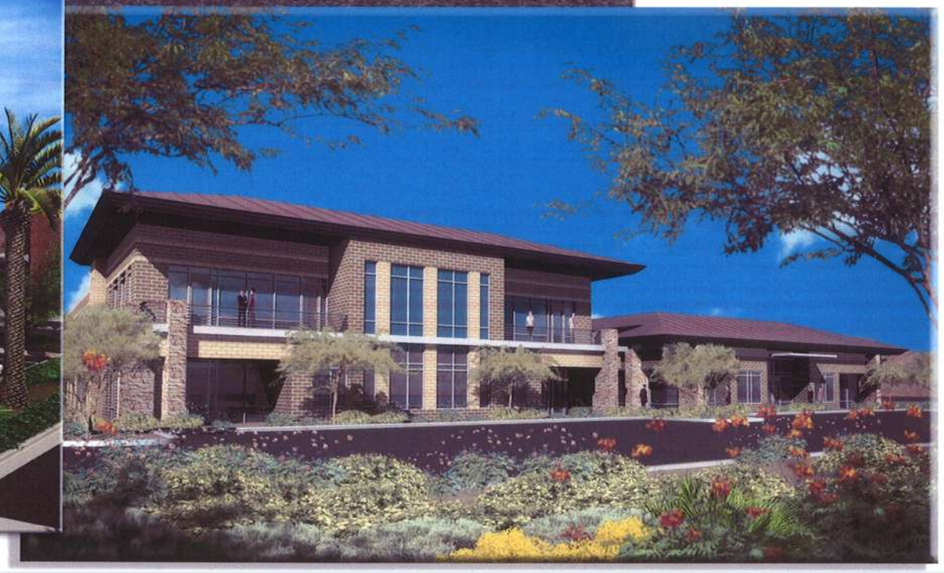




ARCHITECTURAL DESIGN CHARACTER







The images represented on this page are conceptual and for illustrative purposes only.
They are intended to establish the character of the development and a certain level of quality.
Each individual development will establish its own design consistent with these images.

ARCHITECTURAL DESIGN CHARACTER





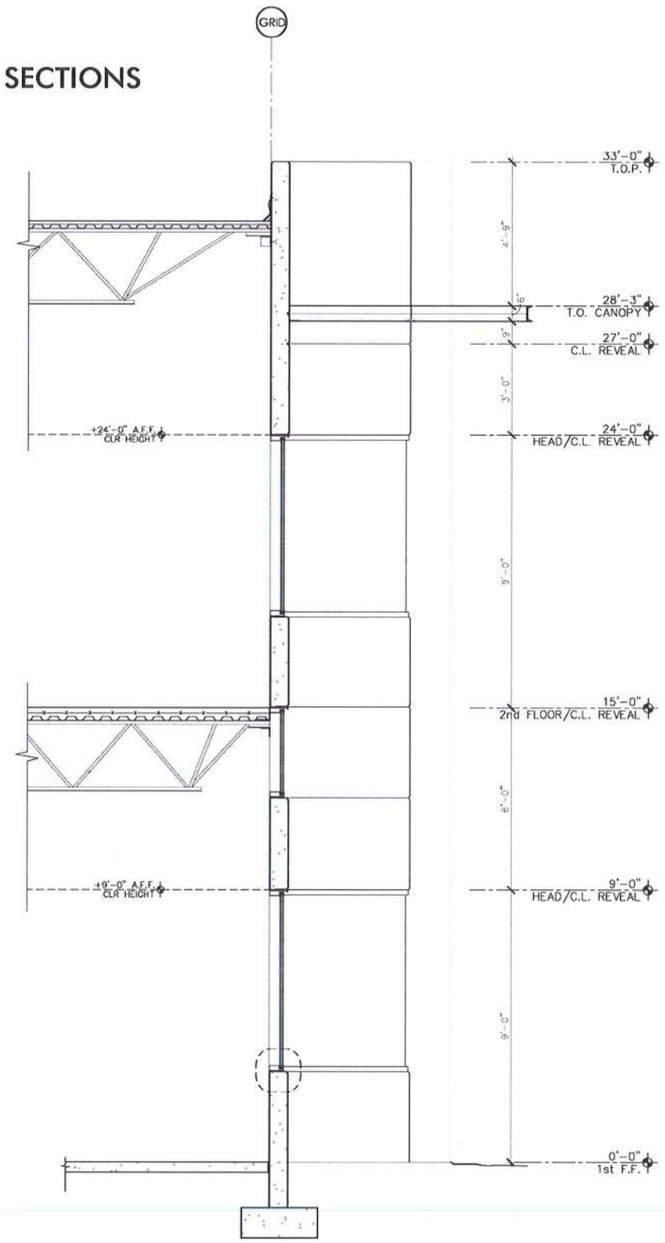
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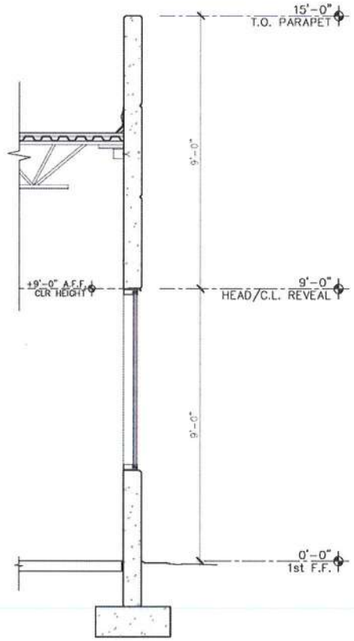
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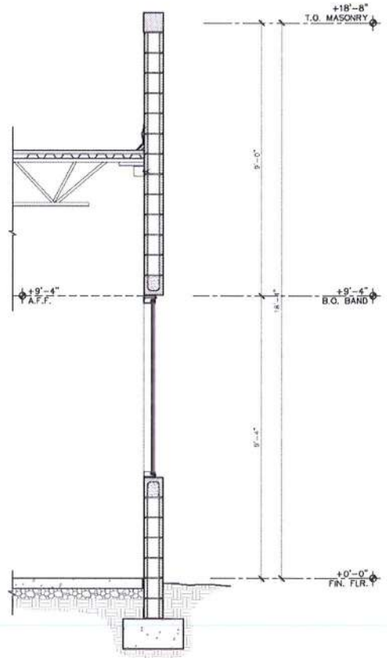


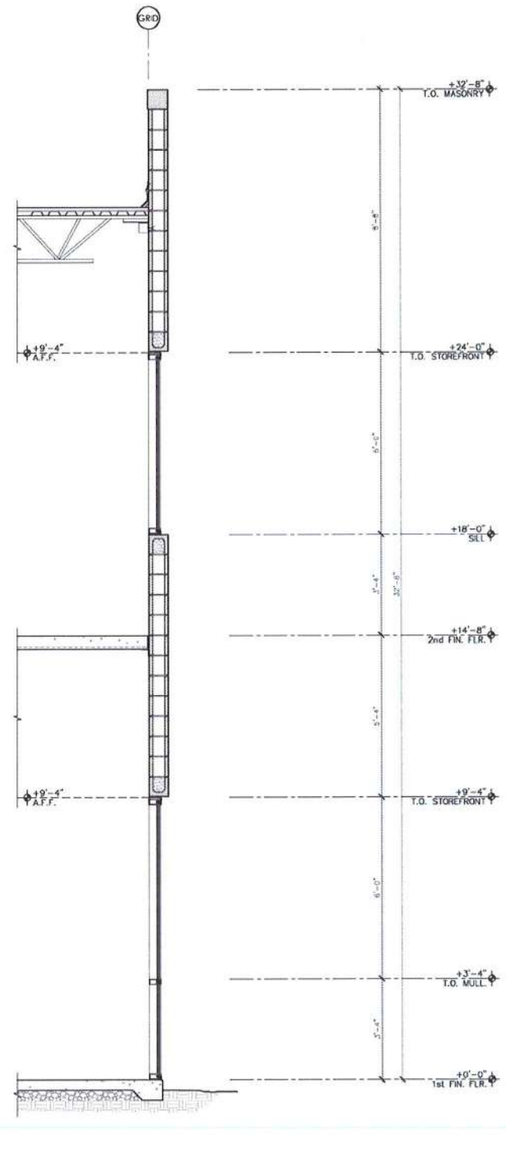
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TYPICAL WALL SECTIONS









Landscape Design Standards

OVERVIEW

The Chandler Corporate Center landscape theme is intended to contribute to a continuity of design for this mixed use project.

The interior streetscape theme which is required for properties fronting the arterial streets and interior roads also provides a sense of community through creating a shaded street and sidewalk.

The project shall have a lush desert appearance all year round using drought tolerant plant material combined with minimal use of turf areas. Utilize only those plants on the "Low Water Use Plant List".

Turf shall not exceed 10% of total landscape areas or each individual development.

At a minimum of 3 years growth, no non-turf areas shall have ground areas not covered by shrub and on-ground cover areas that exceed 7 square feet between plant materials.

The use of seasonal color is encouraged at main building areas.

A. APPROVED PLANT SELECTION

The following is a preliminary approved plant list composed of plant materials that have low water requirements. It is the intent of the guidelines to present a consistent selection of plant materials throughout the entire development. Additional plant material may be considered on a case by case basis.

The use of large non-vegetated areas is not permitted. In landscape areas where turf is not used, a minimum of 50% of the total area must be planted with shrubs and vegetative ground covers.

TREES

50% 24" box, 25% 36" Box, 25% 48" Box. All trees between parking areas and back of curb along the street shall be a minimum of 24" box size.

Common Name	Botanical
Sonoran Palo Verde	Cercidium Praecox
Shoestring Acacia	Acacia Stenophylla
Chilean Mesquite	Prosopis Chilensis
Saguaro	Carnegia Gigantea
Willow Acacia	Acacia Salicina
Sweet Acacia	Acacia Smallii
Palo Verde	Cercidium
Ironwood	Oneya Tesota
Mondel Pine	Pinus Elderica
Date Palm	Phoenix Dactylifera
Mexican Fan Palm	Washingtonia Robusta
Feather Acacia	Acacia Berlandieri
Evergreen Elm	Ulmus Parvifolia
Narrow-Leaf Gimlet	Eucalyptus Spathulata

SHRUBS

5 gallon minimum

Common name	Botanical
Bougainvillea	Bougainvillea Sp.
Sage	Leucophyllum Sp.
Cassia	Cassia Sp.
Petite Oleander	Nerium Oleander "Petite Pink"
Bird Of Paradise	Caesalpinia Sp.
Bush Morning Glory	Convovulus Cneorum
Trailing Acacia	g.c. Acacia Redolen "Desert Carpet"
Ruellia	Ruellia Sp.
Desert Spoon	Dasylirion Wheelerii
Green Hop Brush	Dodonaea Viscosa
Texas Sage	Green Cloud
Dwarf Heavenly Bamboo	Nandina Domestica
Yellow Oleander	Thevetia Peruviana
Red Yucca	Hesperaloe Parviflora

INORGANIC MATERIALS

Decomposed Granite –
½" Minus Walker Butte "Red"
6"x6" Concrete Header
Granite Rip Rap, Rip Rap – 1" To 6" Walker Butte "Red"

ACCENTS

5 gallon/1 gallon

Common Name	Botanical
Boulders (Granite)	3'x3'x3' (min.) Surface Select
Desert Spoon	Dasylirion Wheelerii
Red Yucca	Hesperaloe Parviflora
Agave	Agave Sp.
Prickly Pear	Opuntia Sp.
Seasonal Color	Annuals

GROUND COVERS

Plant Material 1 gallon minimum

Common Name	Botanical
Morning Glory	Convovulus Sp.
Trailing Ruellia	Ruellia "Katie"
Lantana	Lantana Sp.
Dwarf Trailing Acacia	Acacia Redolens "New Dwarf"
Centennial Hybrid Broom	Baccharis "Centennial"
Verbena Sp.	Verbena
Sod	Turf Mid-Iron

B. PROHIBITED PLANT LIST

Except as may already exist

Common Name	Botanical
Mulberry	Morus Alba
Cypress	Cupressus (All Species)
Cottonwood	Populus
Arborvitae	Thuja
Olive (Fruitless exempt)	Olea europaea
Sycamore	Platanus
Tamarisk	Tamarix
Eucalyptus	Eucalyptus rudis
Carob Tree	Ceratonia siligua
Pecan	Carya illinoensis
Walnut	Julians
Willow	Salix babylonica
Silk Oak	Grevillea robusta
Tree Of Heaven	Ailanthus altissima
Russian Olive	Elaeagnus angustifolia
Cedar	Cedrus
China-berry Tree	Melia
Siberian Elm	Ulmus pumila
Parkinsonia aculeata	

C. COMMON LANDSCAPE AREAS

A standard landscpe design for such common landscape areas has been adopted, to which all Owners having properties in such common Landscape Areas shall adhere to.

A 60% dominant tree (Palo Brea) and shrub (Rio Bravo Sage) has been selected for the common areas which are to be massed in groups of three (3) or more. Shrub spacing should be sufficient to allowed plants to reach their natural mature size and form.

Front yard/street rights-of-way along twenty foot (20) setback areas must include one (1) tree and six (6) shrubs per thirty (30) lineal feet plus shrub and ground coverage of fifty percent (50%) of area.

Provide intersection landscape setbacks per Section 19022(4)(a) 2, Zoning Code. Intersection setback areas must include 1 tree and 6 shrubs per 800 square feet plus shrub and ground coverage of fifty percent (50%) of area.

Street frontage areas must be graded to natural and pleasing ground forms. A maximum of fifty percent (50%) of street frontage landscape area may be used for storm water retention. Soil excavated for retention basins must be used to create complimentary earth mounds.

No turf is allowed within rights-of-way. Turf permitted as a percent of the total landscape area on site as follows:

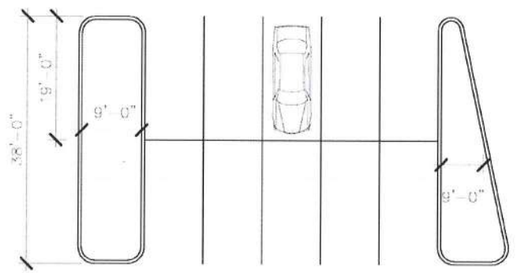
Commercial/Office/Industrial: 10%

Common Open Space/Retention Basins: 40%

PARKING LOT LANDSCAPING

A minimum of ten percent (10%) of the interior surface area of all parking lots shall be landscaped. Landscaping shall be provided within all parking lots in accordance with the following requirements:

- Parking lot landscaping shall consist of parking islands, uniformity distributed throughout the parking area, a minimum of nine (9) feet in width and protected by raised curbs, at a minimum of one (1) planter and two (2) diamond planters every ten (10) spaces for commercial/office use; and one (1) planter and two (2) diamond planters every twenty (20) spaces for industrial use.



- Normal size single-row planter islands (9 x 19 feet) shall contain a minimum of one (1) tree and five (5) shrubs. Trees must be planted in all parking lots. A minimum of one (1) 15-gallon tree and five (5) 5-gallon shrubs for each island.

- Double row planter islands (9 x 38 feet) shall contain a minimum of two (2) trees and ten (10) shrubs.

- Planter islands larger than those described above, as needed to meet the ten percent (10%) landscaping requirement, shall contain one (1) additional shrub per each additional twenty-five (25) square feet of area. Trees shall have a minimum clear canopy distance of five (5) feet.

- Parking lot trees must have a minimum clear canopy distance of five (5) feet.

- Landscaping adjacent to the building, project perimeter and street trees may not be counted as parking lot landscaping.

- A curb or bumper guard at least six inches (6") in height shall be installed so that no part of any vehicle extends into any landscaped setbacks or areas required by Chandler ordinances or beyond a property line.

- A minimum of fifty percent (50%) of the landscaped areas are to be planted with vegetative ground cover. Minimum size and spacing to be (1) 1-gallon size plants at a maximum three (3) feet on center.

SIDEWALKS

Where vehicles extend into or overhang any walkway, a minimum five (5) feet wide sidewalk shall be installed.

BICYCLE PROVISIONS

Provision shall be made for bicycle storage as appropriate to any specific development. Submit details and show location(s) on site plan.

IRRIGATION SYSTEM

All irrigation systems shall be below ground, fully automated systems in compliance with all building code requirements. Use of water conserving systems such as drip irrigation for shrub and tree planting is encouraged.

All backflow control devices are to be located or screened so that they are not visible from public streets or parking lots.

Irrigation systems are to be kept in proper working condition.

Owners shall adjust, repair and clean such systems on a regular basis.

MAINTENANCE OF LANDSCAPING

Common Landscape Areas shall be maintained by the Association.

Site landscape areas shall be maintained by the Owner:

- All plantings shall be maintained in healthy growing condition. Fertilization, cultivation and pruning shall be carried out on a regular basis.

- Dead or dying plants shall be removed and replaced promptly.

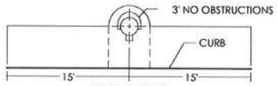
- All plantings are to be irrigated as often as necessary to provide healthy growing conditions.

- All lawns shall be kept neat and mowed to a maximum height of two inches.

CLEARANCE AROUND FIRE HYDRANTS.

A CLEAR SPACE OF 3' SHALL BE MAINTAINED AROUND FIRE HYDRANTS.

CURBS SHALL BE PAINTED BRILLANT RED.



CITY OF CHANDLER LANDSCAPE NOTES:

ALL PLANT MATERIALS AR GUARANTEED FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF FINAL APPROVAL BY THE CITY. ANY PLANT MATERIALS WHICH ARE NOT APPROVED BY THE CITY PRIOR TO OCTOBER 1 OF THE CALENDAR YEAR OF WHICH THEY ARE INSTALLED, SHALL BE FURTHER GUARANTEED UNTIL MAY 20 OF THE FOLLOWING CALENDAR YEAR.

TREES, SHRUBS, GROUND COVER AND TURF WHICH HAVE TO BE REPLACED UNDER TERMS OF THE GUARANTEE, SHALL BE GUARANTEED FOR AN ADDITIONAL 60 DAYS FROM THE DATE OF REPLACEMENT.

ALL PLANT MATERIALS MUST BE MAINTAINED IN HEALTH AND VIGOR AND BE ALLOWED TO ATTAIN NATURAL SIZE AND SHAPE IN ACCORDANCE WITH THE ORIGINALLY APPROVED LANDSCAPE PLAN.

PARKING LOT TREES ARE TO HAVE A MINIMUM CLEAR CANOPY DISTANCE OF FIVE (5) FEET.

THE FINISH GRADE TOP OF GRANITE IS IS TO BE 1 1/2" BELOW THE TOP OF SIDEWALKS OR ANY OTHER PAVED SURFACE.

ALL SITE IMPROVEMENTS, INCLUDING LANDSCAPE AND SITE CLEANUP MUST BE COMPLETED PRIOR TO CERTIFICATE OF OCCUPANCY FOR ANY BUILDING WITHIN A PHASE..

FINISH GRADE OF LANDSCAPE AREAS (TOP OF TURF OR D.G) MUST BE GRADED TO 1-1/2" BELOW CONCRETE OR OTHER PAVED SURFACES.

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

THERE SHALL BE NO OBSTRUCTION OF SITE SIGNAGE BY LANDSCAPE PLANT MATERIAL, AND THAT SUCH MUST BE RELOCATED\CORRECTED BEFORE THE FIELD INSPECTOR WILL ACCEPT\PASS THE SIGN IN THE FIELD OR ISSUE AN CERTIFICATE OF OCCUPANCY FOR A PROJECT

DOUBLE ROW PLANTERS ISLANDS [9' X 38'] MUST CONTAIN A MIN. OF 2 TREES AND 10 [5 GALLON] SHRUBS AND 1 ADDITIONAL SHRUB FOR EVERY 25 FEET

PARKING LOT TREES MUST HAVE A MIN. CLEAR CANOPY DISTANCE OF 5' SEE SECTION [1903 (6) (c) (4) ZONING CODE

TREES MUST BE PLACED MIN. OF 5' FROM SIDEWALKS, PUBLIC ACCESS WAYS SHRUBS MUST BE AT MATURITY. 3' FROM ALL SIDES OF A F.H INDICATES HYDRATE LOCATIONS.

ALL SITE IMPROVEMENTS, INCLUDING LANDSCAPE AND SITE CLEAN UP MUST BE COMPLETED PRIOR TO CERTIFICATE OF OCCUPANCY FOR ANY BUILDING WITHIN A PHASE

ALL LANDSCAPING SHALL BE MAINTAINED BY THE LANDOWNER OR THE LESSOR

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

REGISTERED LANDSCAPE ARCHITECT DATE



NORTH

LANDSCAPE PLAN

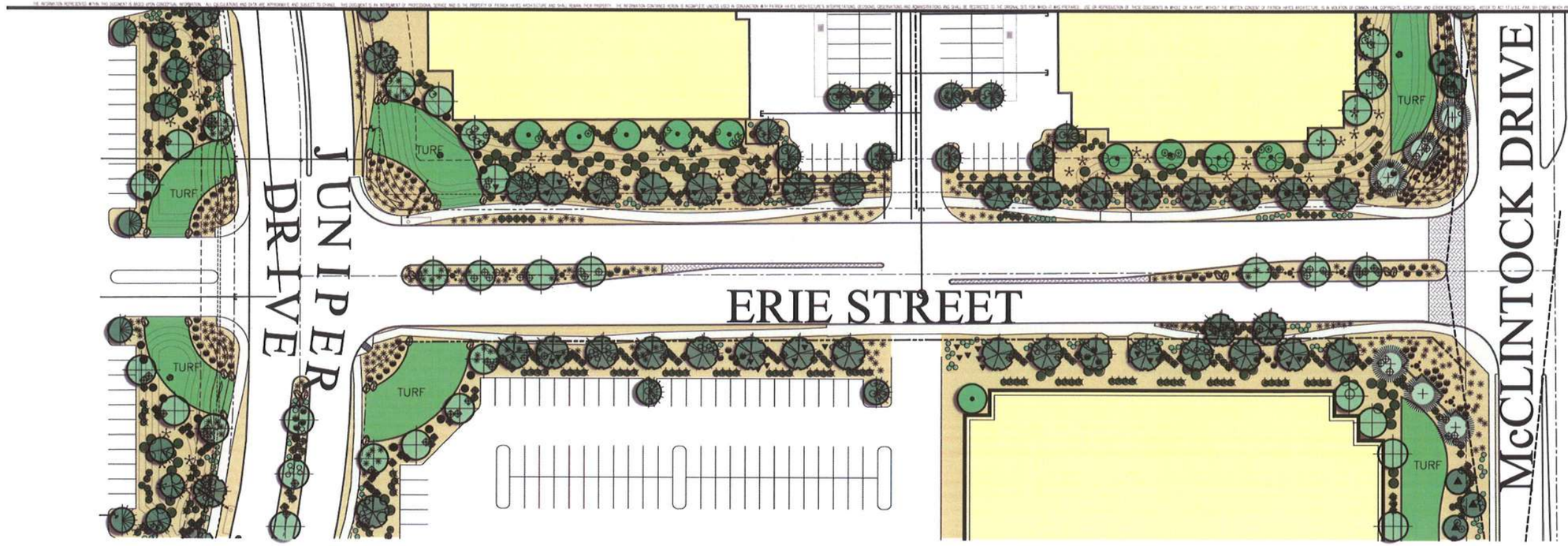
SCALE: 1" = 200'-0"

LANDSCAPE LEGEND

	HEIGHT	WIDTH	CALIPER
CERCIDIUM FLORDIDUM BLUE PALO VERDE 24" BOX	6.0	2.0	0.75
CERCIDIUM PRAECOX PALO BREA 24" BOX	7.0	4.0	1.50
PROSOPIS CHILENSIS CHILEAN MESQUITE (THORNLESS) 24" BOX	8.0	4.0	1.50
ONLEYA TESOTA IRONWOOD 24" BOX	6.0	3.0	1.25
ACAICA STENOPHYLLA SHOESTRING ACACIA 36" BOX	13.0	6.0	2.50
ACAICA STENOPHYLLA SHOESTRING ACACIA 15 GALLON	7.0	2.5	0.75
PROPOSED SALVAGED TREE FROM FUTURE PLANT INVENTORY	VARIES	VARIES	
WASHINGTONIA ROBUSTA MEXICAN FAN PALM 20' TRUNK FT (SKINNED)	20.0		

- RUELLIA PENINSUALRIS BAJA RUELLA 5 GALLON
- NERIUM OLENDER 'PETITE PINK' PETITE PINK 5 GALLON
- LEUCOPHYLLUM FRUTESCENS 'GREEN CLOUD SAGE' 5 GALLON
- LEUCOPHYLLUM CANDIDUM SILVER CLOUD SAGE 5 GALLON
- LANTANA MONTEVIDENSIS 'GOLD MOUND' 1 GALLON
- LANTANA MONTEVIDENSIS 'TRAILING PURPLE' 1 GALLON
- DALEA GREGGII TRAILING DALEA 1 GALLON
- 1/2" MINUS WALKER BUTTE 'RED' DECOMPOSED GRANITE 2" DEPTH IN ALL LANDSCAPE AREAS
- AGAVE WEBERII AGAVE 5 GALLON
- HESPERALOE PARVIFLORA RED YUCCA 5 GALLON
- CAESALPINIA MEXICANA MEXICAN BIRD OF PARADISE 5 GALLON
- ACAICA REDOLENS DESERT CARPET 5 GALLON
- AMBROSIA DELTOIDEA BURSAGE 5 GALLON
- BAILEYA MULTIRADIATA DESERT MARIGOLD 1 GALLON
- ENCELIA FARINOSA BRITTLE BUSH 5 GALLON
- JUSTICIA CALIFORNICA CHUPAROSA 5 GALLON
- LARREA TRIDENTATA CREOSOTE BUSH 5 GALLON
- VERBENA RIGIADA SANDPAPER VERBENA 1 GALLON
- YUCCA BACCATA BANANA YUCCA 5 GALLON

T.J. McQUEEN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
SITE PLANNING
1121 East Missouri Ave., Suite 218
Phoenix, Arizona 85014
(E-MAIL) timmcqueen@juno.net
(602) 265-0320
FAX 266-6619



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WASHINGTONIA ROBUSTA MEXICAN FAN PALM 20' TRUNK FT (SKINNED)	20.0		

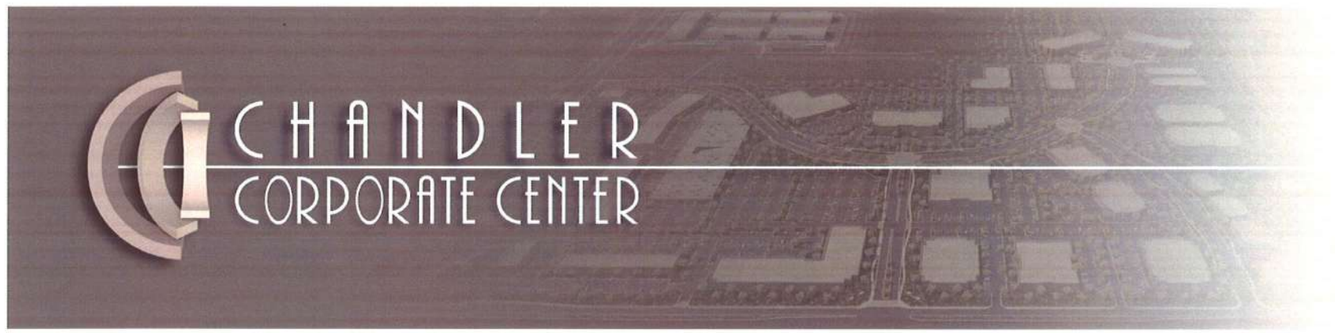
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- SAGUARO SAGUARO 3 ARM MIN.
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- CAESALPINIA MEXICANA MEXICAN BIRD OF PARADISE 5 GALLON
- ACAICA REDOLENS DESERT CARPET 5 GALLON
- TURF MID-IRON TURF SOD
- 3'x3'x3' SURFACE SELECT GRANITE BOULDER MINIMUM 2000lbs EACH
- 6" EXTRUDED CURB CONCRETE HEADER SEE DETAIL

NORTH

LANDSCAPE PLAN

SCALE: 1" = 30'-0"

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LANDSCAPE ARCHITECTURE
URBAN DESIGN
SITE PLANNING
1121 East Missouri Ave., Suite 218
Phoenix, Arizona 85014
(E-MAIL) tjmmcqueen@tjmla.net
(602) 265-0320
FAX 266-6619



VI. Site Standards

Site Standards

SITE GRADING

- Site grading shall provide positive drainage
- No slopes shall be steeper than 4-to-1 unless adequate erosion control is provided. Where space limitations demand, terracing with approved retaining walls shall be utilized.
- The retention areas shall not occupy more than 50% of the on-site street frontage landscape area.
- Where retaining walls are used, they shall be of materials compatible with the building architecture and/or details contained within these guidelines with City Engineer approval.
- Berms, channels, swales, and the like shall be built as an integral part of the grading and paved surface and designed with smooth transitions between changes in slope.
- Grading must provide for retention of all water falling on the site, and for controlled release as allowed in the City Zoning Ordinance.

EQUIPMENT

All roof-mounted equipment and ventilators shall be completely screened as required by the City of Chandler.

Ground-mounted mechanical equipment must be painted to match the screen walls or adjacent wall material/color. No wall-mounted equipment shall be permitted on the front or sides of any such building. Ground-mounted equipment shall be permitted on the front or sides of any such building. Ground-mounted building electrical or mechanical equipment will be allowed only in side or rear yards, and must be screened from view by walls and landscaping. No ground-mounted equipment will be permitted between any street and the respective building setback line.

Storage tanks and process equipment will be allowed only in side or rear yards of lots. Such tanks and equipment must be located where they will not be visible to the public and must be screened by screen walls and/or landscaping. No storage tanks or process equipment shall be located between any street and the respective building setback line. No tanks will be allowed along Desert Breeze. All screen walls shall be of similar material and color to the building.

UTILITY LINES AND ANTENNAE

No antenna larger than three (3) feet in diameter for the transmission or reception of telephone, television, microwave, or radio signals shall be placed on any building or other improvement on any lot within 300 feet of Desert Breeze Blvd. Special attention shall also be given to properly screen any such antenna from Desert Breeze Blvd.

Nothing contained herein shall be deemed to forbid the erection or use of temporary power or telephone facilities incidental to the construction or repair of improvements on any lot.

No cesspool, septic tank, sewage or hazardous waste disposal facility shall be erected or maintained upon a site.

All utility appurtenances within a site, including telephone pedestals, utility meters, transformers and the like shall be screened from view from streets, sidewalks, and adjacent sites (subject to limits imposed by utility company regulations).

EXTERIOR STORAGE AREAS AND SERVICE YARDS

All outdoor storage areas for materials, vehicles, trailers, equipment, trash or other similar items shall be screened by a masonry or concrete wall. This wall shall be a minimum of (6) six-feet in height, but not to exceed (8) eight-feet in height measured from the highest adjacent grade. Ordinance allows 8' max.

All refuse areas, loading, delivery and servicing bays shall be screened from view by a minimum six (6) feet high masonry wall and solid gates. No outdoor storage shall be permitted adjacent to Desert Breeze Blvd. or the Chandler Municipal park or to arterial sheets.

LOADING AND SERVICING AREAS

All loading/unloading and servicing areas shall be designed and maintained to meet the standards set forth in the I-1 District of the City of Chandler Zoning Ordinance.

PROJECT SCREEN WALLS

All on-site screen walls shall be designed and constructed to meet the City of Chandler ordinance requirements.

All screen walls adjacent to the project streets shall be designed and installed to match the project theme wall.

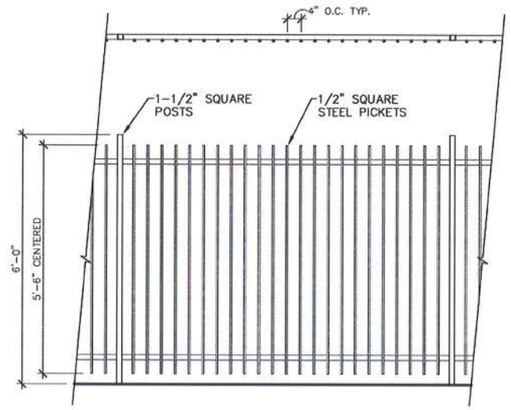
Screen walls along property lines will be installed by the individual lot Owner. Any Owner who builds next to an existing wall will refinish his side of the existing wall to match or complement his building(s) through joint agreement with the adjacent wall Owner.

All detached perimeter screen walls are to match the screen wall drawings at right. These walls are constructed of a multiple colored and banded CMU units.

Walls that exceed three (3) feet in height shall extend bottom coursing of block to height required.

Parking lot screen walls are to be measured from elevation of adjacent parking lot or driveway. All entry drives shall have screen wall segments on both sides with minimum lengths of twelve (12) feet with the detail at the drive entrance. Variation required every 80' minimum.

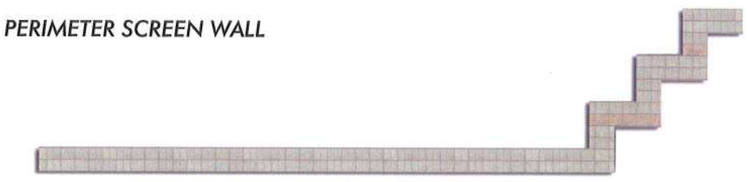
Wall Location Plan

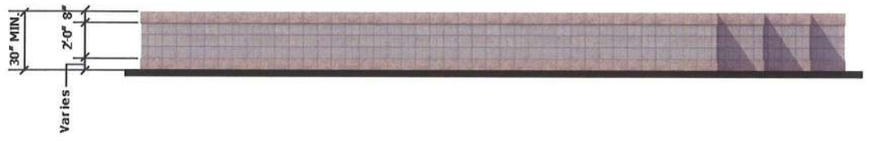


WROUGHT IRON FENCE

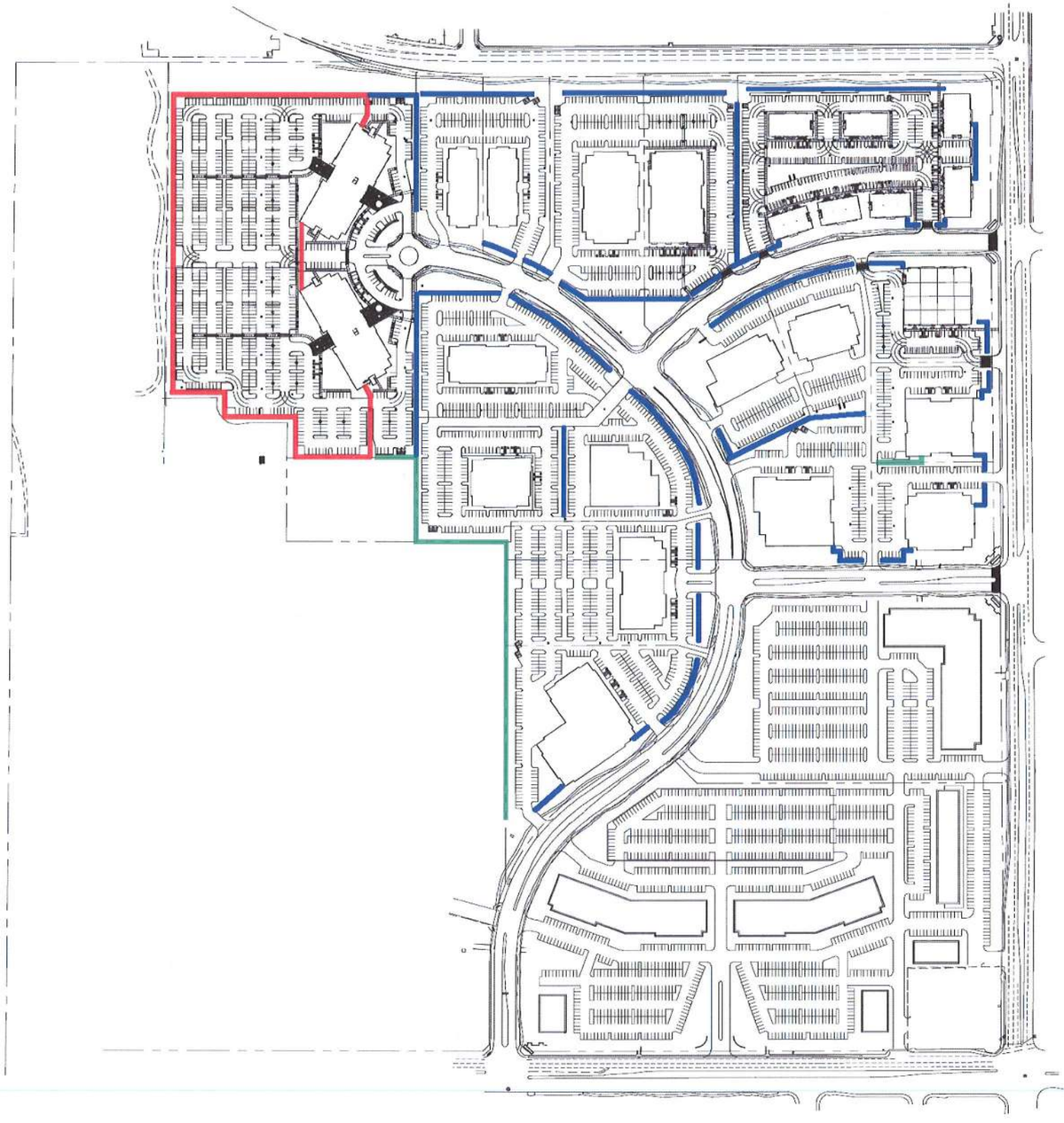


PERIMETER SCREEN WALL





PARKING SCREEN WALL



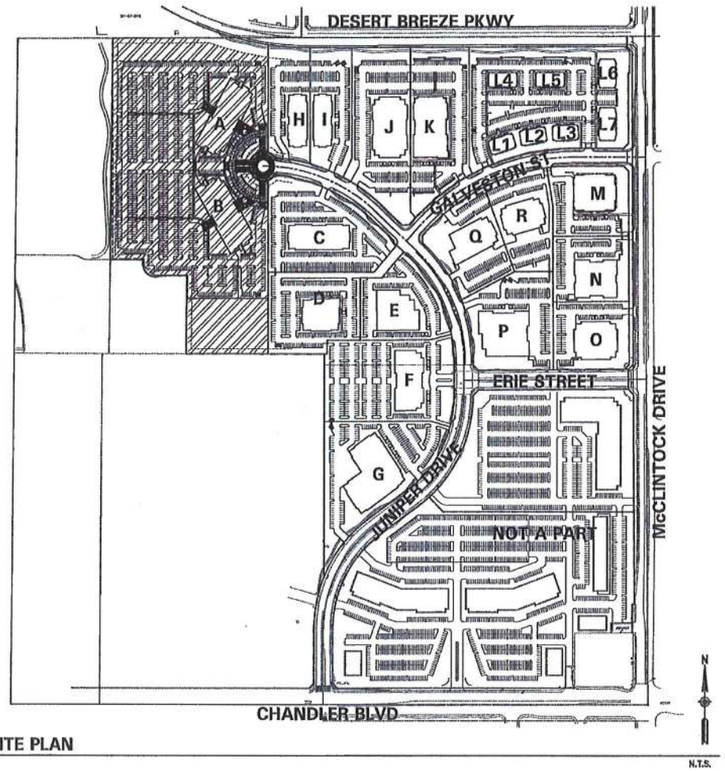
CONCEPTUAL
MASTER GRADING AND DRAINAGE PLAN
FOR
CHANDLER CORPORATE CENTER

NWC CHANDLER BLVD & McCLINTOCK DRIVE
CHANDLER, ARIZONA

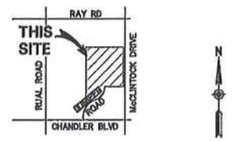
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

SHEET INDEX

COVER SHEET.....C1
CONCEPT MASTER GRADING AND DRAINAGE PLAN.....C2
CONCEPT MASTER GRADING AND DRAINAGE PLAN.....C3
CONCEPT MASTER UTILITY PLAN.....C4
CONCEPT MASTER UTILITY PLAN.....C5



SITE PLAN



VICINITY MAP

N.T.S.

DEVELOPER/OWNER
LGE CORPORATION
740 N. 52ND STREET SUITE 200
PHOENIX, ARIZONA 85008
PHONE: (602) 966-4001
FAX: (602) 966-9001
CONTACT: FRANK PETIT

ARCHITECT
PATRICK HAYES ARCHITECTS
15849 N. 71ST STREET SUITE 200
SCOTTSDALE, ARIZONA 85254
PHONE: (480) 558-9000
FAX: (480) 558-9490
CONTACT: TIM THELKE

CIVIL ENGINEER
HUNTER ENGINEERING, P.C.
8283 N. HAYDEN ROAD SUITE 275
SCOTTSDALE, ARIZONA 85258
PHONE: (480) 991-3985
FAX: (480) 991-3986
CONTACT: JEFF HUNTER

NO.	DATE	REVISION	BY

PURPOSE:

DESIGN BY: CRW
DRAWN BY: RJM
CHECKED BY: LMT

HUNTER ENGINEERING
CIVIL AND SURVEY
8283 N. HAYDEN RD. SUITE 275
SCOTTSDALE, AZ 85258
T. 480 991 3985
F. 480 991 3986

REGISTERED PROFESSIONAL ENGINEER
CERTIFICATE NO. 42104
LARRY H. TALBOT
ARIZONA U.S.A.

COVER SHEET
FOR
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DR
CHANDLER, ARIZONA

THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

HE JOB NO.: LGEC040

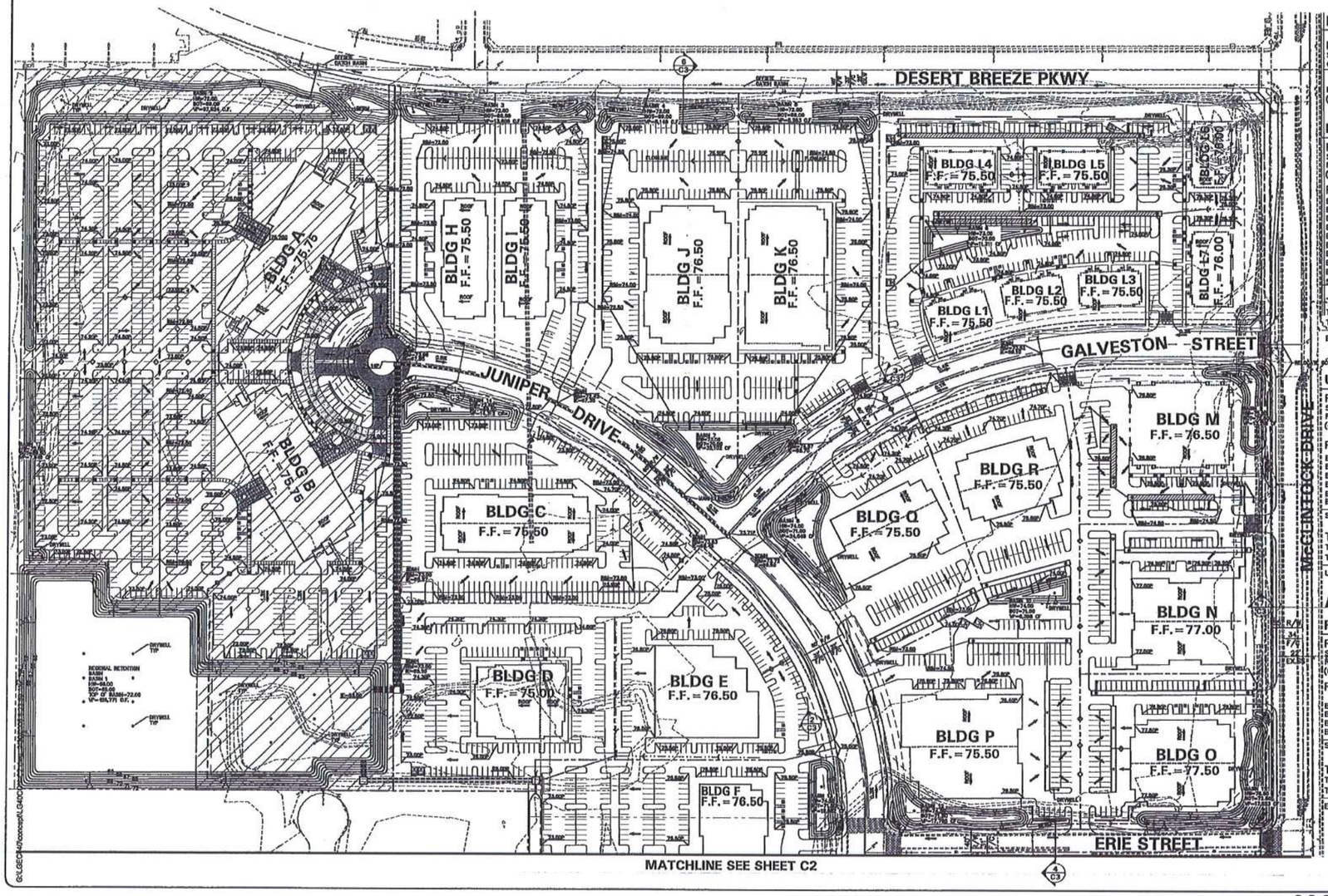
SCALE: N.T.S.

SHEET: C1 OF 5

C:\LGEC040\Planning\LG40COV-C1.dwg, 9/30/2005 8:20:46 AM, RSJ

C.O.C. LOG NO. PPT 05-0010

CONCEPTUAL MASTER GRADING & DRAINAGE PLAN
NWC CHANDLER BLVD & MCCLINTOCK DRIVE



LEGEND

- PROPOSED GRADE BREAK
- PROPOSED STORM LINE
- PROPOSED CATCH BASIN
- 75.00P PROPOSED SPOT ELEVATION
- PROPOSED FLOW ARROW
- SECTION CALLOUT

0 80 160
SCALE: 1"=80'

RETENTION SUMMARY

RETENTION REQUIRED
SITE AREA — 75.18
CITY OF CHANDLER FORMULA
V=D/12*A*C*1.1 D=2.6
RETENTION REQUIRED=
(0.9)(2.6/12)(75.18)(43560)(1.1)=702,453CU.FT.

REGIONAL RETENTION

RETENTION REQUIRED
SITE AREA — 43.56
RETENTION REQUIRED=
(0.9)(2.6/12)(43.56)(43560)(1.1)=407,008CU.FT.

RETENTION PROVIDED

BASIN 1	425,771 CU.FT.
BASIN 7	32,102 CU.FT.
BASIN 13	12,552 CU.FT.
BASIN 14	14,312 CU.FT.
BASIN 15	9,715 CU.FT.
BASIN 16	2,218 CU.FT.
BASIN 17	7,948 CU.FT.
BASIN 18	13,919 CU.FT.
BASIN 19	3,038 CU.FT.
SURFACE TOTAL	522,501 CU.FT.

TOTALS
TOTAL RETENTION REQUIRED — 407,008 CU.FT.
TOTAL RETENTION PROVIDED — 522,501 CU.FT.
EXCESS — 115,493CU.FT.

UNDERGROUND RET.

RETENTION REQUIRED
SITE AREA — 22.73
RETENTION REQUIRED=
(0.9)(2.6/12)(22.73)(43560)(1.1)=212,380CU.FT.

RETENTION PROVIDED

BASIN 6	11,311 CU.FT.
BASIN 8	24,049 CU.FT.
BASIN 9	13,218 CU.FT.
BASIN 10	6,398 CU.FT.
BASIN 11	17,523 CU.FT.
BASIN 12	17,785 CU.FT.
SURFACE TOTAL	90,284 CU.FT.

TOTALS
TOTAL RETENTION REQUIRED — 212,380 CU.FT.
TOTAL RETENTION PROVIDED — 90,284 CU.FT.
UNDERGROUND — 122,096 CU.FT.

RETENTION

RETENTION REQUIRED
SITE AREA — 8.88
RETENTION REQUIRED=
(0.9)(2.6/12)(8.88)(43560)(1.1)=82,971CU.FT.

RETENTION PROVIDED

BASIN 2	97,824 CU.FT.
BASIN 3	13,808 CU.FT.
BASIN 4	5,148 CU.FT.
BASIN 5	5,283 CU.FT.
SURFACE TOTAL	121,861 CU.FT.

TOTALS
TOTAL RETENTION REQUIRED — 82,971 CU.FT.
TOTAL RETENTION PROVIDED — 121,861 CU.FT.
EXCESS — 38,890 CU.FT.

NO. | DATE | REVISION | BY
PURPOSE:

DESIGN BY: CRW
DRAWN BY: RJM
CHECKED BY: LMT

HUNTER ENGINEERING
CIVIL AND SURVEY
8283 N. HAYDEN RD. SUITE 275
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

42104 LARRY M. TALBOTT — REGISTERED PROFESSIONAL ENGINEER — CERTIFICATE NO.

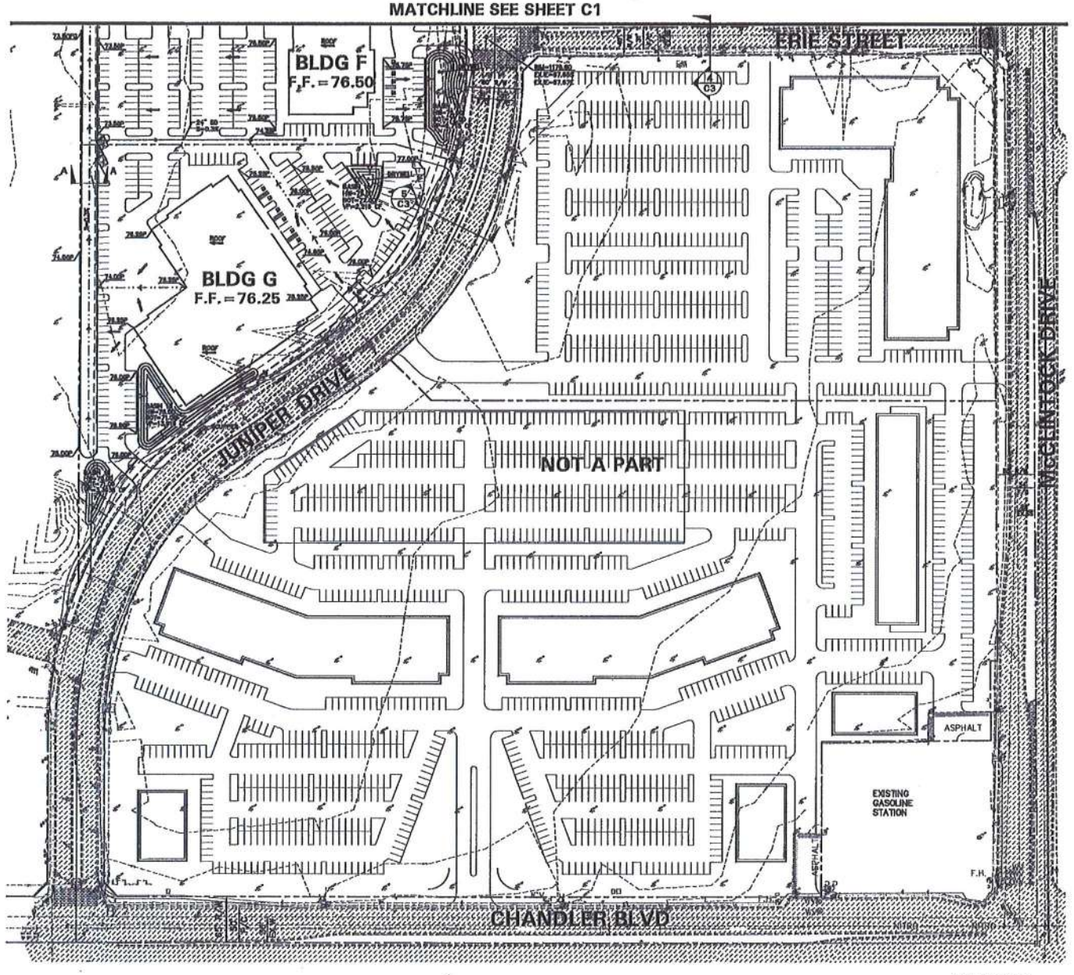
CONCEPTUAL MASTER GRADING AND DRAINAGE PLAN FOR CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DR
CHANDLER, ARIZONA

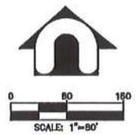
THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

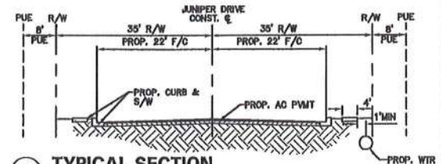
HE JOB NO.: LGEC040
SCALE 1"=80'
SHEET C2 OF 5

C.O.C. LOG NO. PPT 05-0010

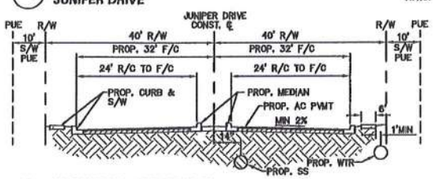
CONCEPTUAL MASTER GRADING & DRAINAGE PLAN
NWC CHANDLER BLVD & MCCLINTOCK DRIVE



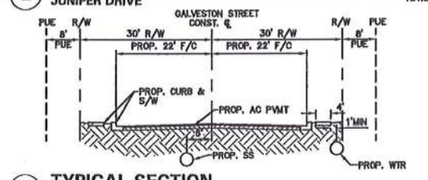




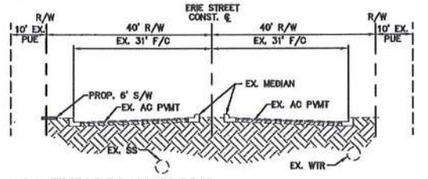
1 TYPICAL SECTION
JUNIPER DRIVE
N.T.S.



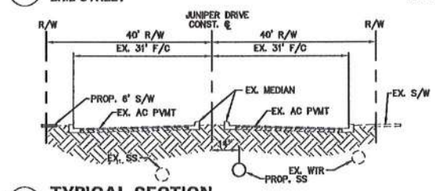
2 TYPICAL SECTION
JUNIPER DRIVE
N.T.S.



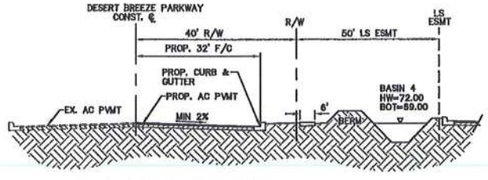
3 TYPICAL SECTION
GALVESTON STREET
N.T.S.



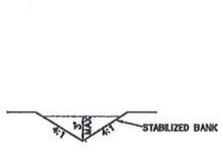
4 TYPICAL SECTION
ERIE STREET
N.T.S.



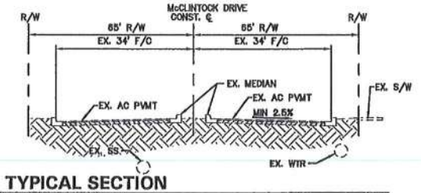
5 TYPICAL SECTION
JUNIPER DRIVE
N.T.S.



6 TYPICAL SECTION
DESERT BREEZE PARKWAY
N.T.S.



A-A DITCH SECTION
N.T.S.



7 TYPICAL SECTION
McCLINTOCK DRIVE
N.T.S.

NO.	DATE	REVISION	BY

PURPOSE:

DESIGN BY: CRW
DRAWN BY: RJM
CHECKED BY: LMT

HUNTER ENGINEERING
CIVIL AND SURVEY
8283 N. HAYDEN RD. SUITE 275
SCOTTSDALE, AZ 85258
P. 480 991 3866
F. 480 991 3866

REGISTERED PROFESSIONAL ENGINEER
CERTIFICATE
42104
LARRY M. TALBOTT
DATE SIGNED

CONCEPTUAL MASTER GRADING AND DRAINAGE PLAN FOR CHANDLER CORPORATE CENTER NWC CHANDLER BLVD & McCLINTOCK DR CHANDLER, ARIZONA

THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

HE JOB NO.: LGEC040

SCALE 1"=80'

SHEET C3 OF 5

C.O.C. LOG NO. PPT 05-0010

CONCEPTUAL MASTER UTILITY PLAN
NWC CHANDLER BLVD & MCCLINTOCK DRIVE

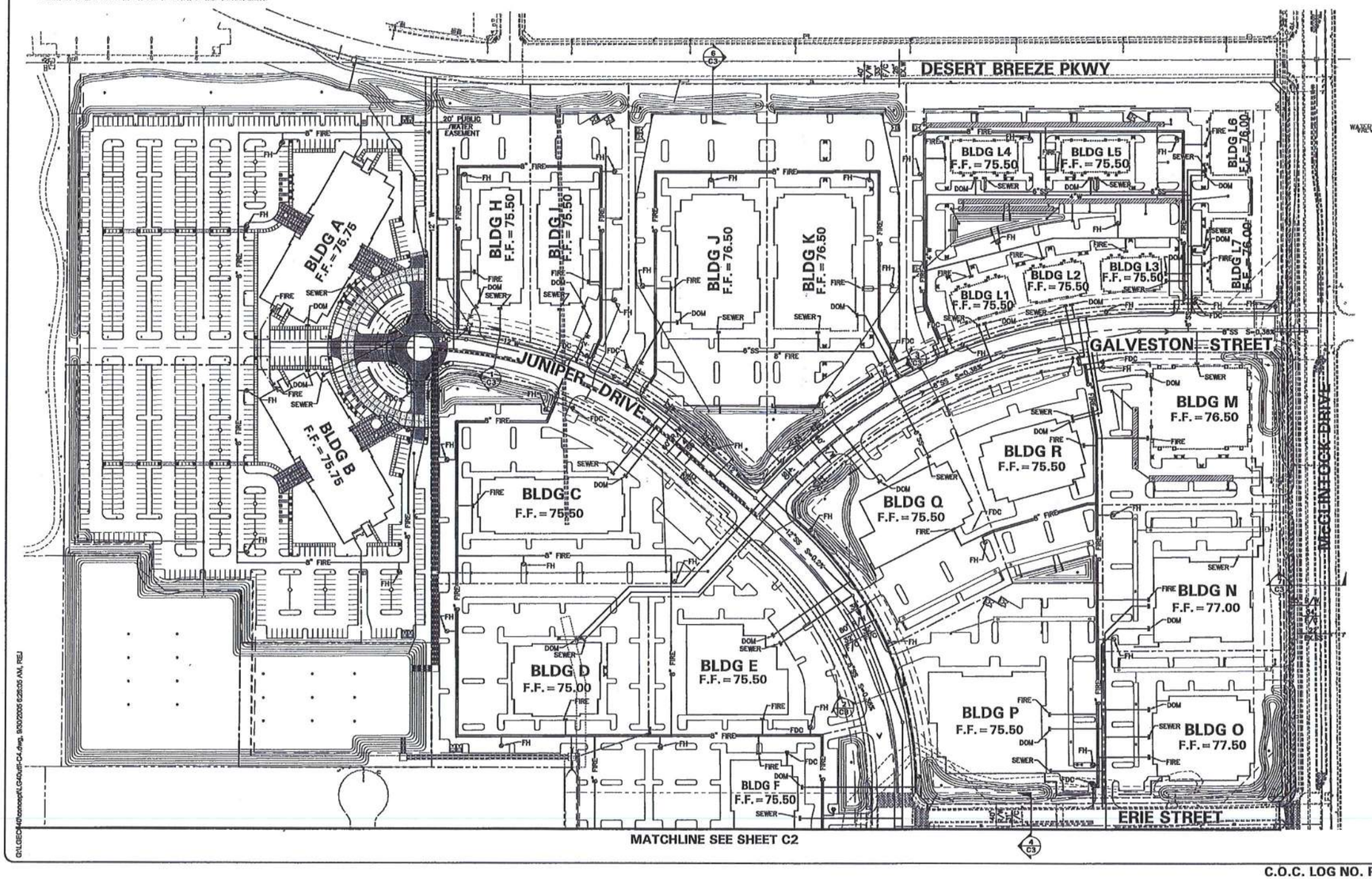
LEGEND

- W — PROPOSED WATER MAIN
- SS — PROPOSED SEWER MAIN
- PROPOSED FIRE HYDRANT
- PROPOSED BACKFLOW PREVENTER
- PROPOSED FIRE DEPARTMENT CONNECTION

NOTE

1.) ON-SITE FIRE AND DOMESTIC WATER SERVICES ARE SUBJECT TO CHANGE DURING FINAL SITE DESIGN AND DEVELOPMENT.
2.) MINIMUM DESIGN SEWER SLOPE SHALL BE 0.0038 FT/FT FOR PUBLIC 8" SANITARY SEWER LINES IN ORDER TO SERVICE THIS DEVELOPMENT.

SCALE: 1"=80'



C.O.C. LOG NO. PPT 05-0010

NO.	DATE	REVISION	BY

PURPOSE:

DESIGN BY: DRW
DRAWN BY: RJM
CHECKED BY: LMT

HUNTER ENGINEERING
CIVIL AND SURVEY
8283 N. HAYDEN RD, SUITE 275
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

42104 LARRY W. TALBOTT

CONCEPT MASTER UTILITY PLAN FOR CHANDLER CORPORATE CENTER NWC CHANDLER BLVD & McCLINTOCK DR CHANDLER, ARIZONA

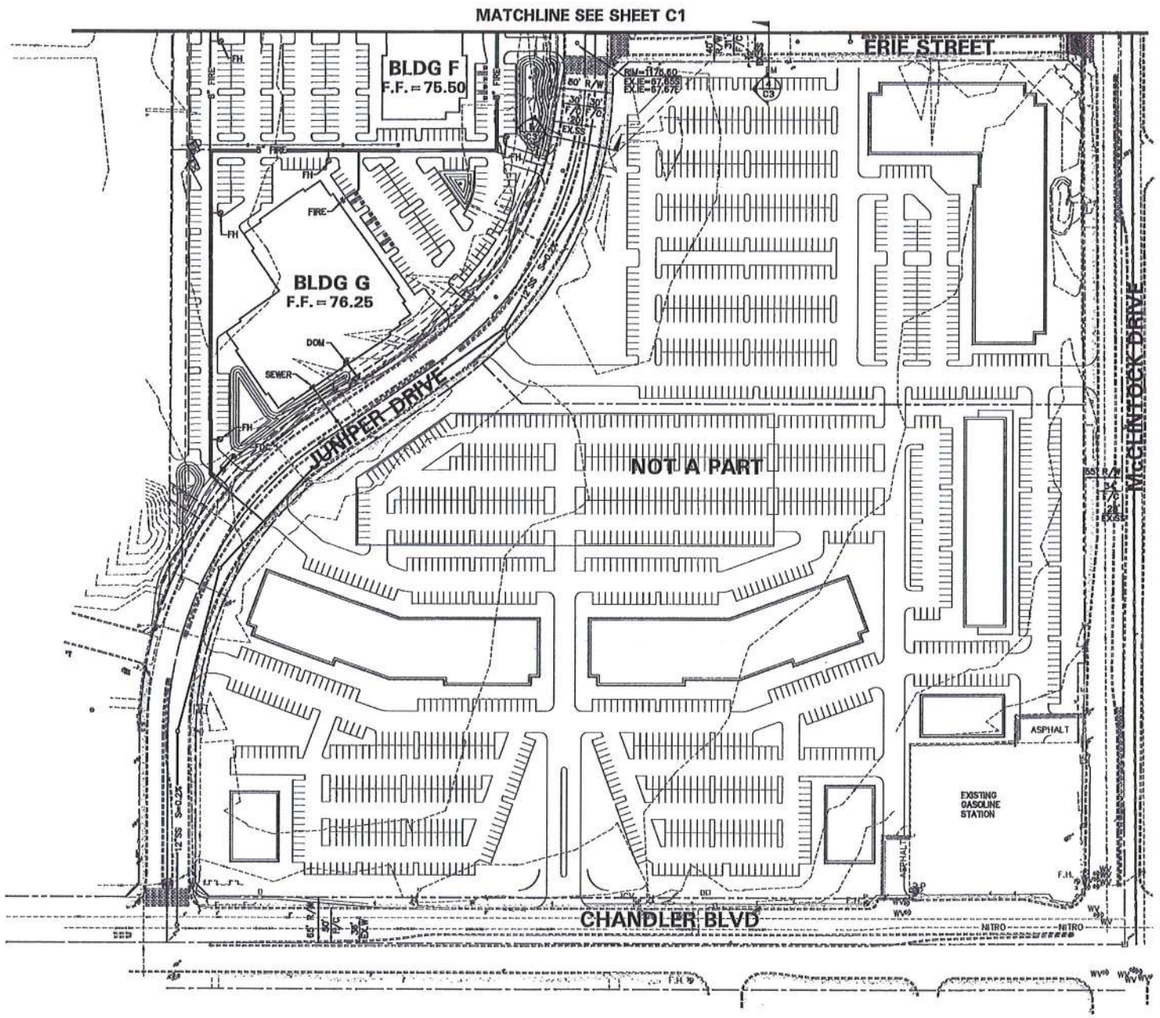
THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

HE JOB NO.: LGEC040

SCALE 1"=80'

SHEET C4 OF 5

CONCEPTUAL MASTER UTILITY PLAN
NWC CHANDLER BLVD & MCCLINTOCK DRIVE



0 80 160
SCALE: 1"=80'

NO.	DATE	REVISION	BY

PURPOSE:

DESIGN BY: CRW
DRAWN BY: RJM
CHECKED BY: LMT

HUNTER ENGINEERING
8283 N. HAYDEN RD. SUITE 275
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

CIVIL AND SURVEY

43104
LARRY H. TALBOTT
REGISTERED
CIVIL ENGINEER

CONCEPTUAL MASTER UTILITY PLAN
FOR
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DR
CHANDLER, ARIZONA

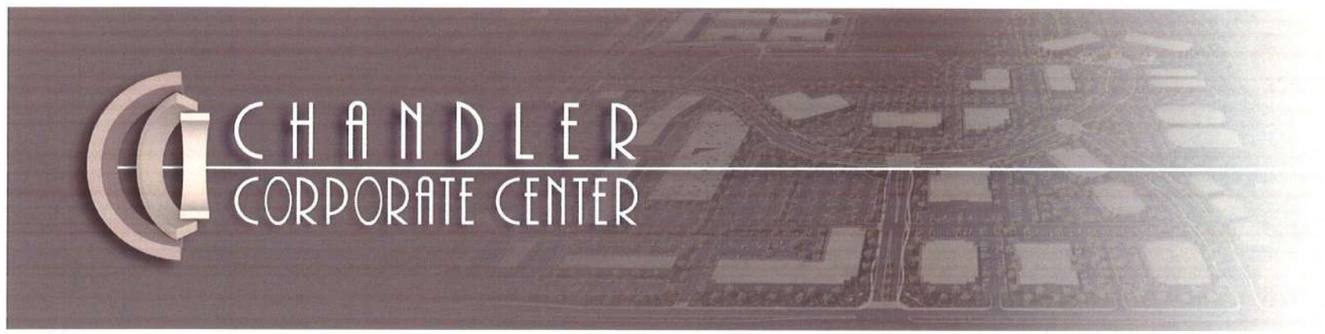
THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

HE JOB NO.: LGEC040

SCALE 1"=80'

SHEET C5 OF 5

C.O.C. LOG NO. PPT 05-0010



VII. Parking

Parking

GENERAL REQUIREMENTS & CONSTRUCTION STANDARDS

The size of all parking spaces, driveways, islands in parking areas and other improvements in the parking areas must conform to the minimum established requirements of the City of Chandler Zoning Ordinance (Article No. XVIII, §1802 No 1-16, Supp. No 2-26-87)

- Minimum size of a parking space shall be nine (9) feet by nineteen (19) feet. A two-foot, six inch landscape strip is permitted for vehicular overhang at the front of the parking stall. Said strip is not considered a part of any required on-site landscaping.

- Minimum driveway widths shall be twenty-four (24) feet for two-way drives. Fourteen (14) foot one-way drives are permitted where such drives are not required as fire lanes by the fire department. All driveways shall be located at least ten (10) feet from an interior lot line.

- Minimum parking lot aisle widths:

Parking Angle	30°	40°	60°	90°
Aisle Width	13′	15′	19′	24′

- All required off-street parking spaces shall be connected with a public street by a paved driveway not less than twenty (20) feet in length within the property lines.

- All parking areas and driveways shall have a surface of masonry, concrete or asphalt.

- No temporary parking lots will be allowed.

- Alleys used for commercial or industrial uses adjacent to a single-family residential district may not be used as access to parking or loading area, except where such arrangement has been authorized by a use permit.

- There shall be no storage or display of merchandise or goods in parking lots and pedestrian walkways within a parking area.

- Storage and collection areas for shopping carts shall be provided in all parking lots for retail establishments utilizing such carts.

- Covered parking – such structures shall be located and/or arranged that it is perceived as an integral part of the building elevations. Said structures shall be enhanced through architectural treatment and/or trees and shrubs. Canopy structures shall be finished with colors which match orcomplement building colors. Canopies shall be cantilever type. Special attention shall be given to the citing of any covered parking canopies adjacent to Desert Breeze Boulevard. Covered parking areas for each building shall be designated in connection with staff approval of Final Development Plans for each building.

- Tandem parking of vehicles shall not qualify for required parking spaces.

- All vehicular egress from parking lots to public rights-of-way shall be by forward motion only.

- Except where a wall is required, six-inch concrete curbing shall be required around the perimeter of the parking area to protect landscaped areas and control vehicular circulation and the flow of storm water.

- In the design of the parking lots and entrances to and from those parking lots and facilities served by those parking lots, provisions shall be provided for adequate, safe, convenient pedestrian circulation, including for the handicapped.

- No Compact spaces will be allowed.

- All driveways and parking areas must be paved with concrete or asphaltic concrete. Except for edges of paving adjacent to walls, vertical curbs shall be constructed at all edges of any paving. Asphalt curbs are prohibited, and the use of precast concrete parking bumpers in lieu of curbs is prohibited.

PARKING SCHEDULES

The following parking standards are the minimum requirements as set forth by the chandler zoning ordinances.

General offices, non-retail commercial –
1 space per 200 square feet.

Restaurants, cafes – 1 space per 50 square feet of public serving area, plus 1 space per 200 square feet of preparation area.

Shopping Centers –
5.5 spaces per 1,000 square feet.

Retail Sales – 1 space per 250 square feet.

Industrial, Manufacturing, Warehousing –
- 1 space per 500 square feet gross floor area
- 1 space per 200 square feet of office space
- 1 loading space for each 25,000 square feet of gross floor area.

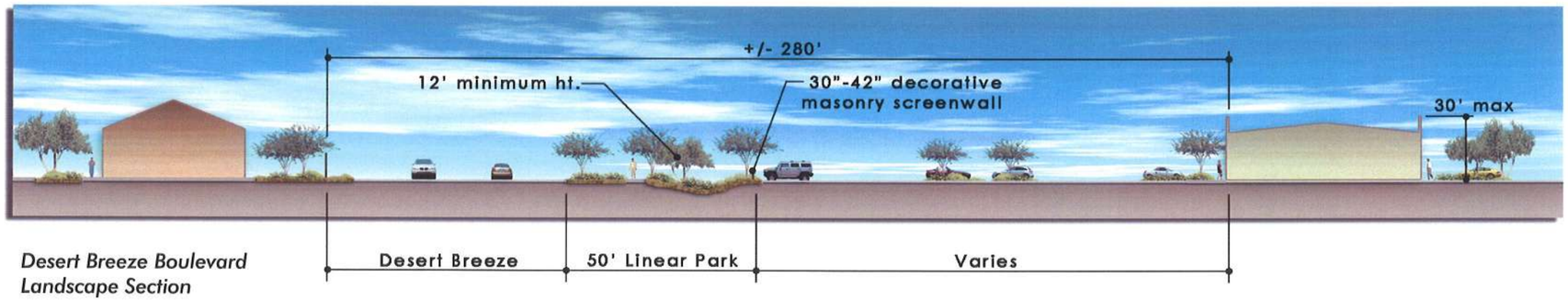
SCREENING OF PARKING AREAS

When parking areas abut a front yard or road frontage landscaped area, such parking areas shall be screened with decorative masonry walls and earth berms ranging between thirty (30) and forty-two (42) inches in height. Horizontal and vertical variation in the design of the screening walls is required whenever linear alignments exceed eighty (80) feet.

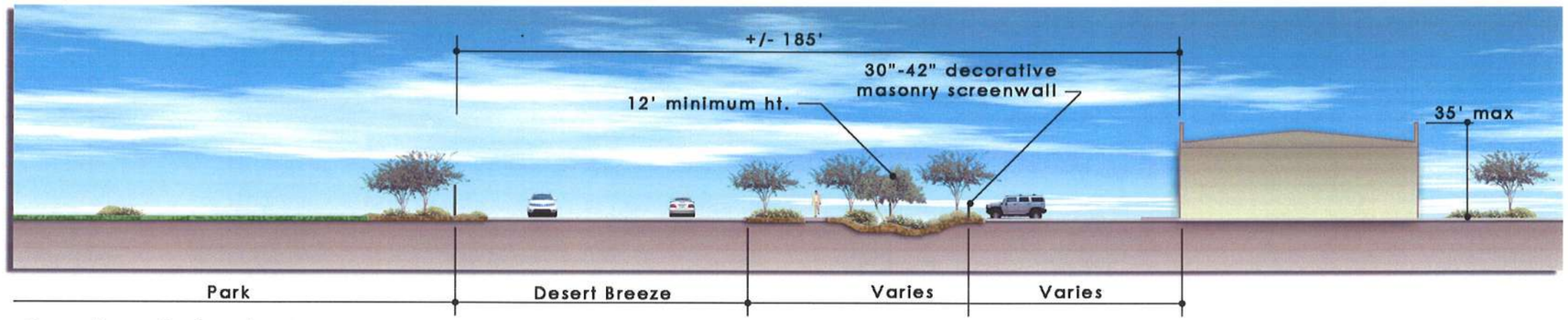
Twenty (20) foot setback areas shall be provided at a minimum rate of one (1) tree and six (6) shrubs per thirty (30) lineal feet of frontage plus sufficient ground cover plantings to provide a combined shrub and ground coverage of fifty percent (50%) (or more) of the total landscaped area.

Intersection setback areas shall be provided at a minimum rate of one (1) tree and six (6) shrubs per eight-hundred (800) square feet plus sufficient ground cover plantings to provide a combined shrub and ground coverage of 50% (or more) of the total landscaped area.

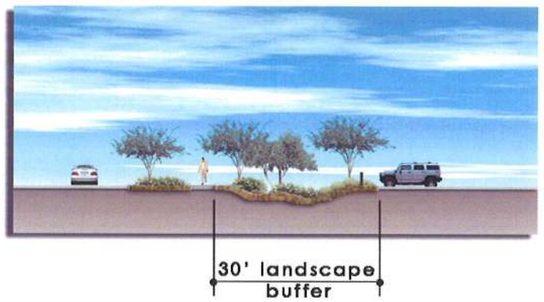
Trees must be placed a minimum of five feet (5') from sidewalks, public access ways or rear of fire hydrants. Shrubs must be, at maturity, five feet (5') from the rear of a fire hydrant. No material, other than groundcover, may be placed between the street or roadway and fifteen feet (15') either side of a fire hydrant. Show hydrant locations on landscape plans.



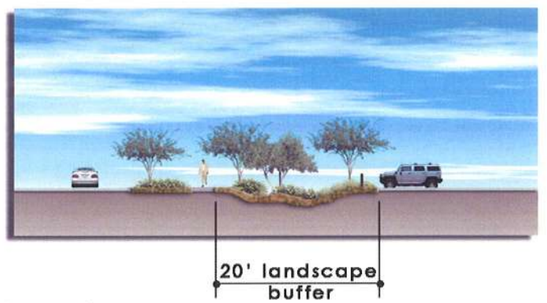
Desert Breeze Boulevard Landscape Section



Desert Breeze Boulevard Landscape Section - Adjacent To Park



McClintock Road & Chandler Boulevard Landscape Section



Interior Street Landscape Section



VIII. Site Lighting

Site Lighting

Lighting fixtures have been selected from the Aviator from beta-lighting to be used throughout the site.

Along interior streets there shall be a lamp on one side. The lamp shall be metal halide with a mounting height of twenty-five feet (25') from grade.

Within parking lots there shall be lamps on both sides. A metal halide lamp with a mounting height of thirty feet (30') from grade will be used.

All fixtures will be finished in the Standard Finish – Bronze. No light shall tresspass across residential property lines.

Specifications

Housing
Rugged extruded 6063 T6 aluminum Min 0.080" (2mm) max 0.410" (10mm) incorporating precision, internally welded with clamp joint construction. Extruded aluminum heavy wall yoke incorporating circular revels to allow light passage reducing 'ground shadowing'. Aerodynamic profile reduces wind loading cross-section. Unique 'positive lift' design transposes lateral loading and pole sway with upward 'lift', much like the wing on an aircraft.

Reflector
High performance highly polished specular grade aluminum multi-stage optics are segmented, multifaceted and rotatable in 90 degree increments. Eliminator reflectors utilize horizontal lamp positions and are designed to minimize light output directly below the luminaire at low mounting heights. IES distributions available are Type: V, III, FF

Lens / Frame
6063 T6 clear anodized extruded aluminum. Servicing made easy with a hinged tool-less entry tempered glass lens fully gasketted and accessed below the luminaire Flat tempered safety glass encased with EPDM gasket is standard. Sag bubble glass is optional.

Electrical
High power factor ballasts rated to -30°C (-20°F). 4 KV rated mogul base lamp holders are utilized for all reflector types.

Finish
For long life, oven baked polyester powder coatings utilizing muti stage pre-treatment are supplied as standard. Hard color anodizing is optional.

Warranty
A three year warranty against defects in material and workmanship. The ballast manufacturer provides a two year warranty. All warranties are limited to replacement and/or repair.

Catalog Code

ELT 1

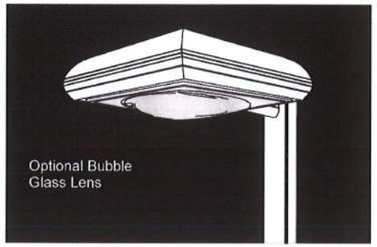
- Lamp type: 1000 MH; 750 MHP (PULSE); 450 MH; 400 MHP (PULSE); 400 MH; 1000 HPS
- Voltage: 120, 208, 240, 277, 347, 480, 600
- Distribution: VQ, III, FF (IES type 4)
- Lens: Flat Glass (LG); Frosted Glass (FG); Bubble Glass (BG)
- Mounting: Yoke Mount (YM); Pole Mount (PM); Slip Fitter Mount 1 fixture(FT1); Slip Fitter Mount 2 fixture180 deg.(FT2); Slip Fitter Mount 3 fixture120 deg.(FT3)
- Options: Photo Control (PC); Quartz Restrike (Q); Fuse(s) (F); Modular Discon. (MD); House Side Shield (HS)
- Color / Finish: White (WHI); Black (MBK); Bronze (BZS); Special (SPC); Clear Anodizing(CLA); Black Anodizing(MBA); Bronze Anodizing(BZA)

Eliminator

1000 watt HID Cut-Off Post Top Luminaire

1000 MH use BT37
Reduced Envelope Lamps.





Effective Projected Area:
E.P.A measured in sq/ft and includes yoke mounting
EPA = 1.06

Pappi Lighting

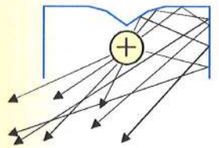
UL UL
Listed for Wet Location

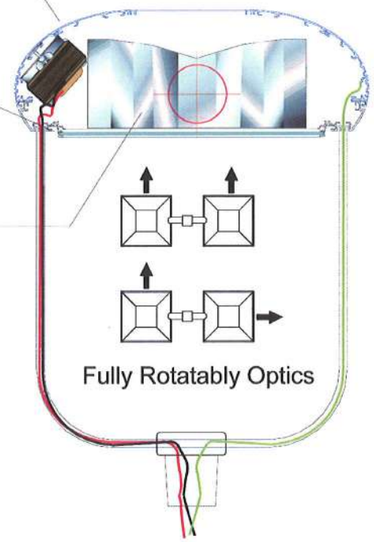
www.pappilighting.com Tel: 888-853-1139 Fax: 866-720-3015

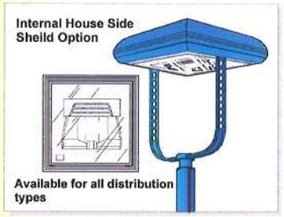
Features / Construction

Eliminator 1000watt - Aerodynamic - High Performance - HID Cut-Off Luminaire

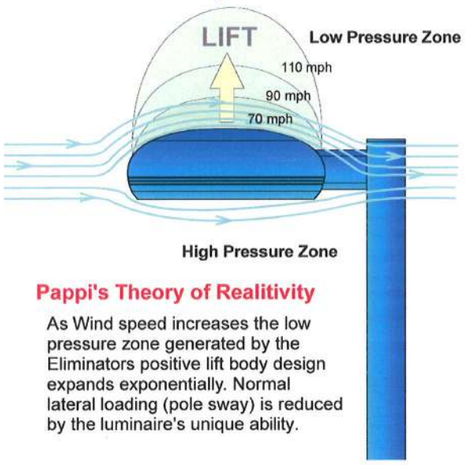
- *Extruded aluminum construction offered in a wide variety of colors and unmatched ultra-tuff hard color anodized finishes.*
- *Servicing made easy with a hinged tool-less entry tempered glass lens fully gasketted and accessed below the luminaire. The low mounting height will eliminate the need for long reach equipment.*
- *High performance multi-stage stepped optics are engineered to remove the 'Hot Spot' and to maximize uniformity at a never before 30' mounting height. The Eliminator will reduce the number of luminaires and poles required on your project significantly.*







- *Outstanding aerodynamic properties (0.97 EPA.) combined with low mounting heights will eliminate the need for heavy-duty poles for any high wind or coastal environments.*



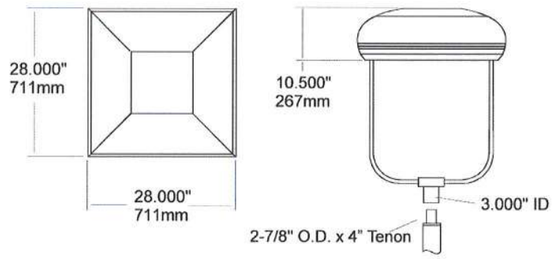
Pappi's Theory of Realitivity

As Wind speed increases the low pressure zone generated by the Eliminators positive lift body design expands exponentially. Normal lateral loading (pole sway) is reduced by the luminaire's unique ability.

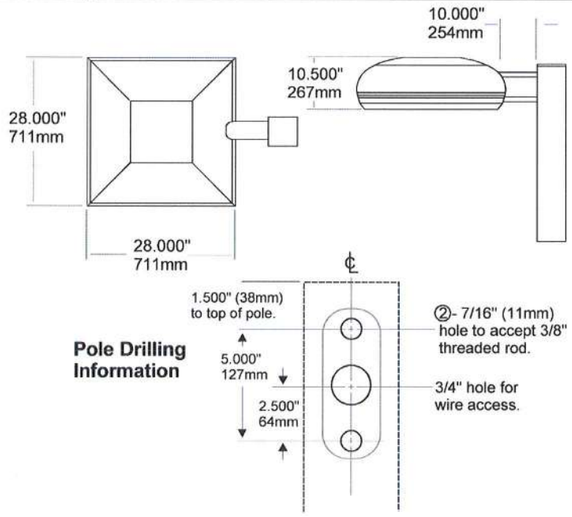
Eliminator Mounting

Eliminator 1000watt - Aerodynamic - High Performance - HID Cut-Off Luminaire

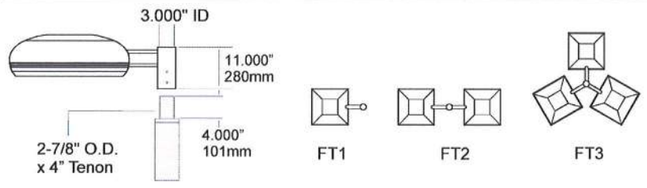
Post-Top Mounting Information



Pole Mounting Information



Slipfitter Mounting Information

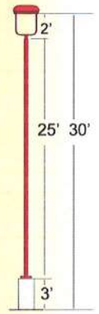


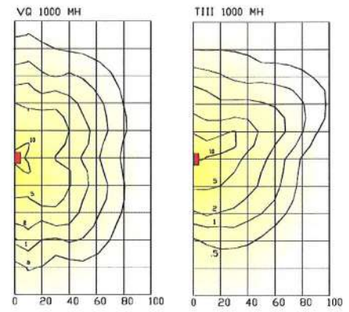
Pappi Lighting reserves the right to make product changes for improvement without prior notification

Photometrics

Eliminator 1000watt - Aerodynamic - High Performance - HID Cut-Off Luminaire

Area Applications





Photometrics are Initial and based on single luminaire 1000w clear MH lamp with a reduced envelope (BT-37). Eliminator is mounted at 30'

Grid Spacing =20'x20'

Roadway Applications

Photometrics include a 0.72 LLF and based on single luminaire 1000w clear HPS lamp with Eliminator is mounted at 40'

Grid Spacing =10'x10'



Pappi Lighting

www.pappilighting.com Tel: 888-853-1139 Fax: 866-720-3015

Specifications

Housing
Extruded 6063 T6 aluminum Min 0.100" (2.5mm) max 0.470" (12mm) incorporating precision, clamp joint construction.

Reflector
Optics are segmented, multifaceted and rotatable. Five (4) Area lighting distributions are avaliable. Types are: FF, VQ, III, and II.

Lens / Frame
6063 T6 extruded aluminum alloy. Self-hinge that opens to 120 degrees. Single handed tool-less access and removal is standard. Tempered safety glass encased with EPDM gasket is standard.

Electrical
High power factor ballasts rated to -30°C (-20°F) mounted to tool-less entry, hinged 'heat-sink door' for increased ballast life. 4 KV rated mogul base lamp holders are utilized for all reflector types.

Finish
For long life, oven baked polyester powder coatings utilizing muti stage pre-treatment are supplied as standard. Hard color anodizing is optional.

Warranty
Pappi HID Luminaires are warranted against defects in material and workmanship for five years. The ballast manufacturer provides a five year warranty. All warranties are limited to replacement and/or repair.

Catalog Code

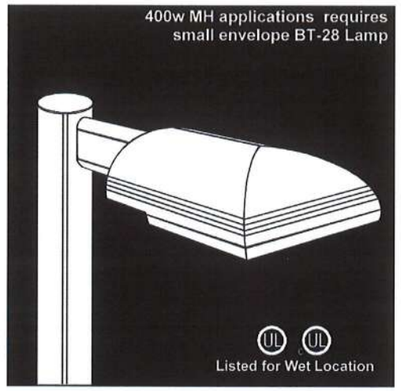
AU1

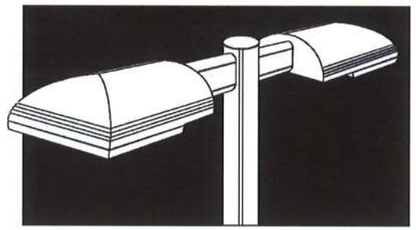
- Lamp: 450mh 400hps; 400mh 250hps; 250mh 200hps; 200mh 150hps; 175mh
- Voltage: 120, 208, 240, 277, 347, 480, 600
- Distribution: VQ, III, II, FF
- Lens: Flat Glass (LG); Frosted Glass (FG)
- Mounting: Pole Mount (PM); Wall Mount (WM); Single Slipfitter (FT1); Twin Slipfitter @ 90 (FT2-90); Twin Slipfitter @ 180 (FT2-180); Triple Slipfitter (FT3); Quad Slipfitter (FT4)
- Options: 4" Pole Mount Arm (AS4); 6" Pole Mount Arm (AS6); 12" Pole Mount Arm (AS12); Photo Control (PC); Quartz Restrike (Q); Fuse(s) (F); Modular Discon. (MD); House Side Sheild (HS)
- Color / Finish: **Powder Coating** White (WHI), Black (MBK), Bronze (BZS), Special (SPC); **Anodizing** Clear (CLA), Black (MBA), Bronze (BZA)

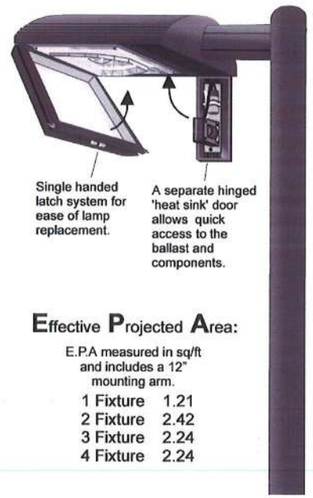
Pappi Lighting

Auraform® One

HID Cut-Off Luminare 150 Watt - 400 Watt







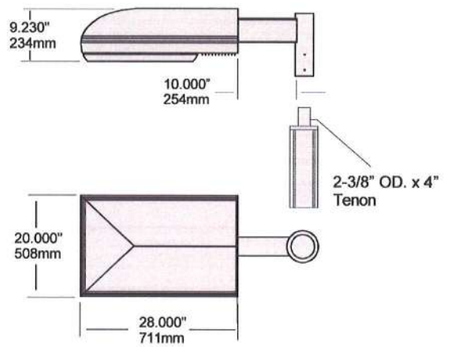
Effective Projected Area:

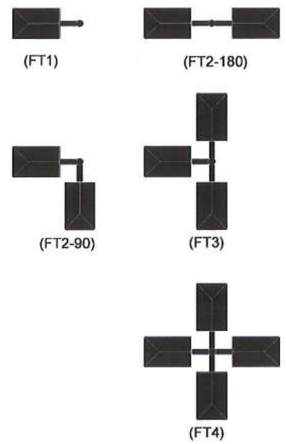
E.P.A measured in sq/ft and includes a 12" mounting arm.

1 Fixture	1.21
2 Fixture	2.42
3 Fixture	2.24
4 Fixture	2.24

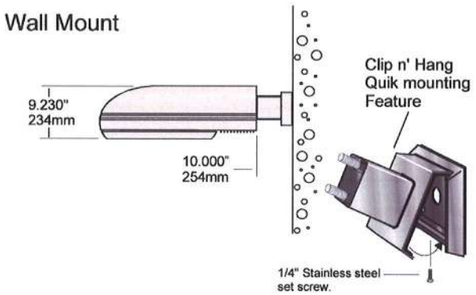
Auraform One Twin Bar Hangers 150 watt - 400 watt

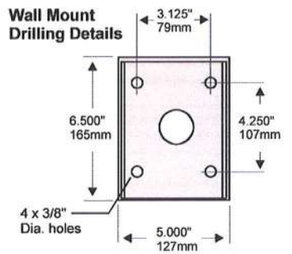
Slipfitter Mount



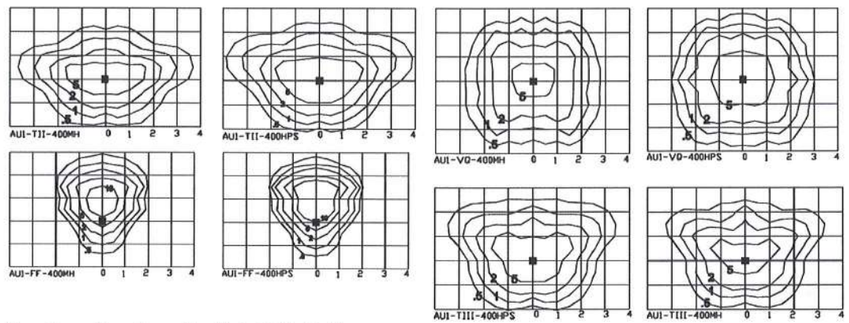


Wall Mount





Photometric Data

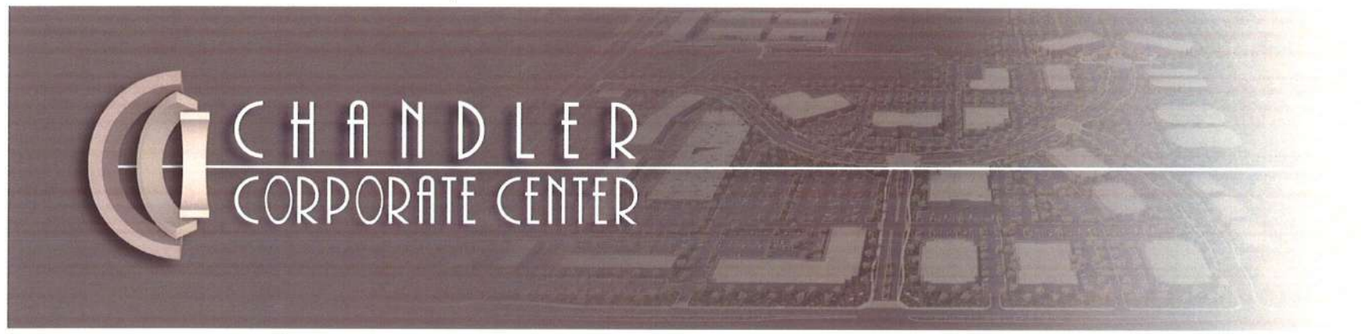


Auraform One Mounting height Multiplier.

Height	8'	15'	18'	20'	24'	28'	30'
Multiplier	3.51	1.77	1.23	1	0.69	0.51	0.44

Pappi Lighting reserves the right to make product changes for improvement without prior notification

Pappi Lighting



IX. Signage

Signage Design Standards

OVERVIEW

Chandler Corporate Center signage has been developed to create an integrated graphic system that will provide standards for individual business identification and the Chandler Corporate Center.

Along with architecture and landscaping, signage and graphics for Chandler Corporate Center integrate the overall scheme of the Center through the promotion of the project through consistency, quality and fairness while being responsive to the adjacent residential neighborhoods. The signage system provides information and directs users and visitors in the development.

SIGN STANDARDS

The sign standards are to be used by each Owner of all parcels/projects and buildings within Chandler Corporate Center.

These sign standards describe approaches to be used in developing a sign program for each site. All signs shall conform to the Chandler Sign Ordinance. Any sign which bears the Chandler Corporate Center name and/or logo shall conform to the established logo standards.

Sign standards are for all Owners and tenants at Chandler Corporate Center, and are intended to allow for a strong marketing image, the creation of a related community of buildings and facilities, and contribute to the vitality and value of the entire Chandler Corporate Center.

For each development/project within Chandler Corporate Center, wall/building signage shall be approved by staff as part of the Final Development Approval, and shall be in compliance with the City of Chandler sign standards.

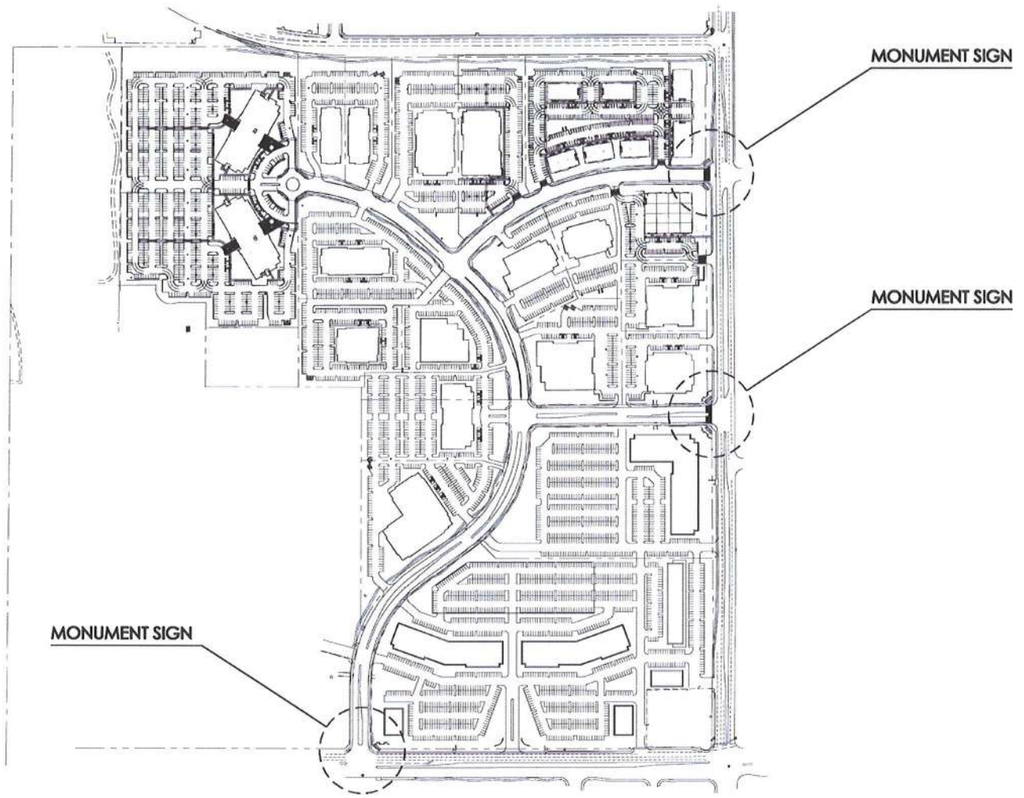
PROJECT SIGN TYPES

Each Owner is responsible for all signs on site which shall be built, installed and maintained by the Owner as part of their improvements. Signage for the common areas, project identity and individual tenant standards have been created in the following categories:

Chandler Corporate Center Project ID
Onsite Center Directory/Directionals
Parcel Tenant Freestanding Identification
Traffic Directionals
Regulatory Signs
Building/Tenant Signage
Building Addressing

On site directory/directional and parcel/tenant freestanding identification signage to be reviewed and approved administratively by staff at time of individual plan application.

TYPICAL SIGN LOCATIONS



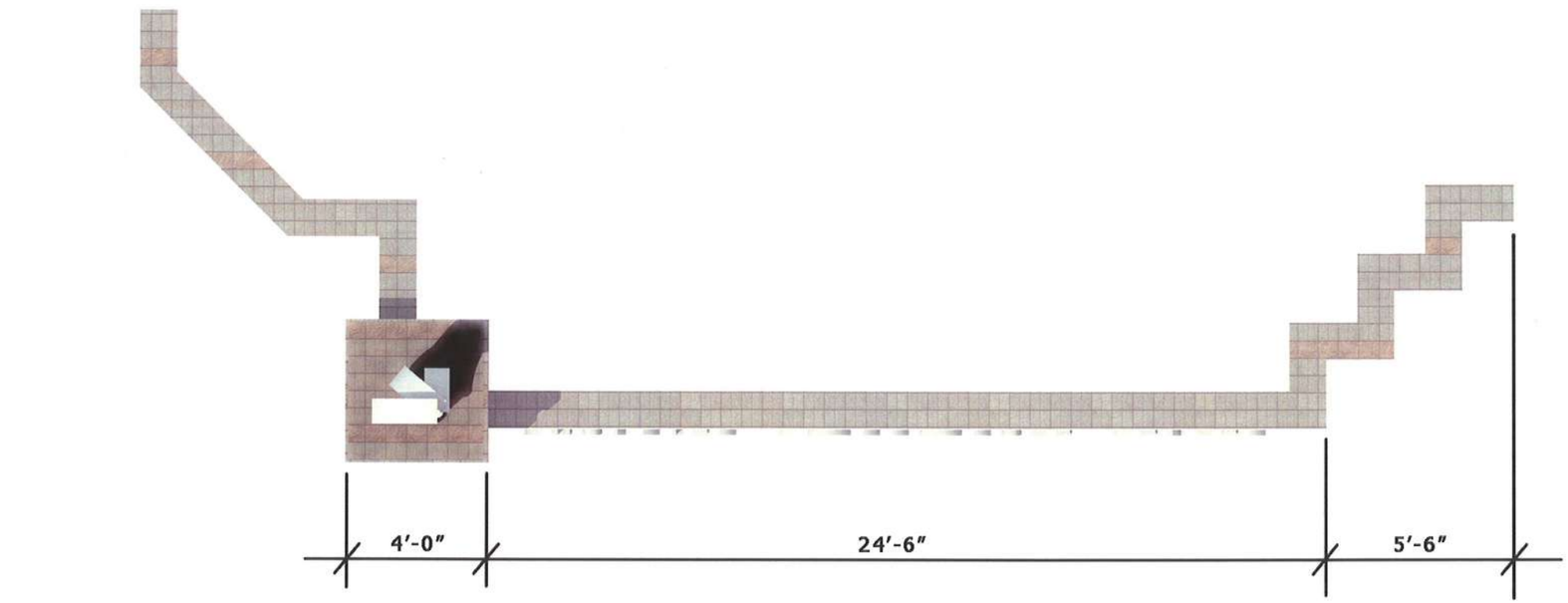
MAIN PROJECT IDENTIFICATION

These signs have been designed to create a sense of entry at the major entry points to the center located at McClintock and Erie, both entries along Desert Breeze and along the south at Chandler Boulevard and Juniper Road. The project entry signage will be incorporated into the entry theme walls and landscape concepts, utilizing contemporary design elements and compatible materials of masonry block, and dimensional aluminum fabricated graphics.

The logo and lettering for the identity is constructed of dimension and flat cut out aluminum with finishes and colors to accentuate and complement the architectural color palettes.

The project's logo is finished in painted aluminum (colors TBD) in a three dimensional form which will be accented by ground mounted illumination fixtures. The lighting fixtures will highlight the lettering as well as the landscaping.

MONUMENT SIGN ENTRY WALL





ON-SITE DIRECTORY/DIRECTIONAL SIGNS

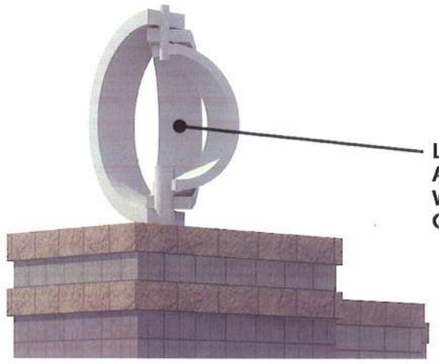
Directory/directional signs have been designed to be utilized along the interior roads of the project to assist in directing to projects and major tenants located within.

These signs shall have a consistent look and design to help tie the project together. The Chandler Corporate Center logo and project lettering will be used along the top of each sign. A consistent letterstyle, Arial Bold, will be used to identify all projects and/or buildings identified by a major tenant. This will then be used on the identification signs for the individual projects.

Signs shall be no more than forty (40) square feet in area and eight (8) feet tall. Where applicable, both sides of the elements will be utilized for directional information and could have up to two (2) tenant panels.

The Chandler Corporate Center project logo will be used on each element in a size that is proportional to the sign face.

MONUMENT SIGN DETAILS



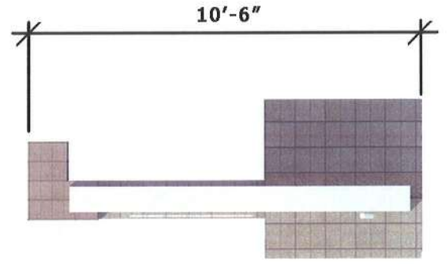
LOGO TO BE MADE OUT OF ALUMINUM AND STUD MOUNTED ON WALL TO MAKE 3-DIMENSIONAL GRAPHIC. FINAL COLORS TBD.

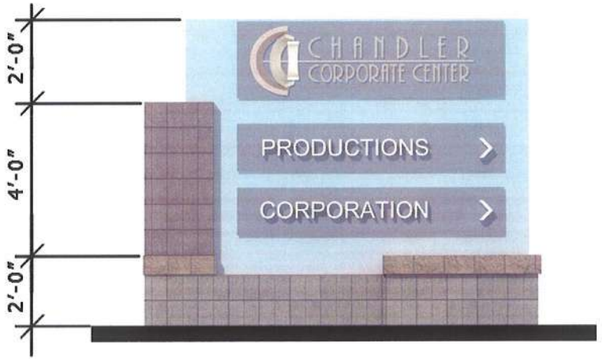
LOGO AND LETTERING DETAILS



LETTERING TO BE 1/2" THICK FLAT CUT OUT NON-DIRECTIONAL FINISHED ALUMINUM, STUD MOUNTED ONTO 1/4" FCO ALUMINUM. FINAL COLORS TBD.

DIRECTORY/DIRECTIONALS





PARCEL/TENANT FREESTANDING IDENTIFICATION SIGNS

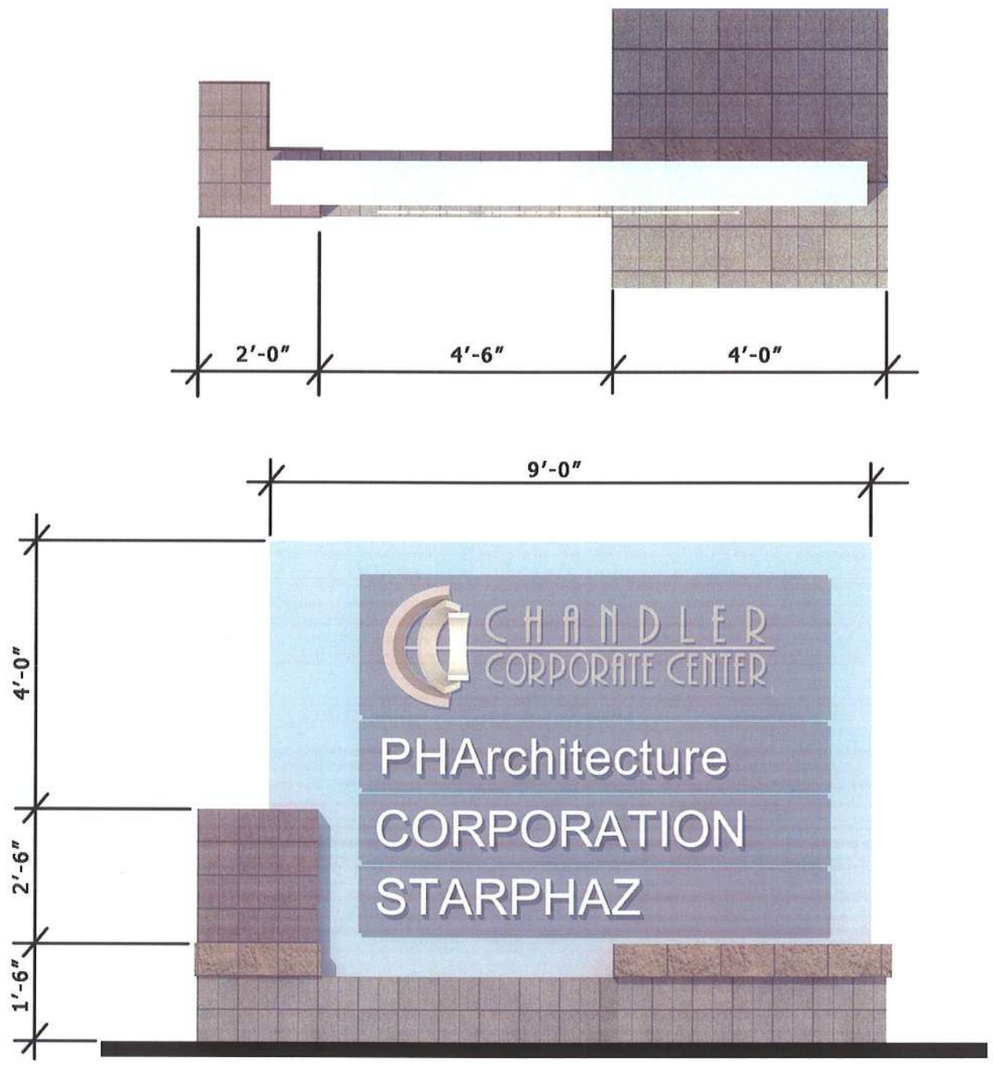
Each parcel will be allowed a minimum of one (1) ground sign along each interior road it abuts, to identify the name of the project and multi-tenant building, or the name of its sole tenant. Signs must conform to the following criteria:

- Where the parcel has an excess of three hundred (300) feet of frontage, one (1) additional monument sign will be allowed for a total of two (2) signs per street.
- Maximum square footage shall never exceed four hundred and fifty (450) for all detached ground signs for any project.
- Content of ground signs may contain no more than two (2) tenants and may also contain a generic name of the project. If more that one sign per street front is allowed, it may contain two different tenant names than the first.
- Where the parcel has an excess of three hundred (300) feet of business frontage and only one entrance, the content may contain no more than four (4) tenants and may or may not contain a generic name of the project.
- All ground sign(s) shall integrate project screen wall materials and finishes, or as an extension of the wall.
- Maximum height of ground signs shall not exceed 8'-0".
- Name of project and/or major tenant shall be in Arial Bold as shown on the directory/directional sign, on the upper panel of the sign. Identification shall be routed from aluminum panel with black and white acrylic back up for internal illumination.

All tenant signage shall be on individual routed panels, of Arial Bold typeface with white acrylic backup panels, internally illuminated.

- Address numerals 6" in height, flat cut out aluminum, painted to match logo, stud mounted into masonry base or pilasters.
- Materials: masonry, concrete and architectural metals. Signs shall be compatible with adjacent building colors, materials, and architecture.
- Location: parallel or perpendicular to the street; conforming to setback requirements per City of Chandler ordinances.
- Illumination: sign base and cabinet to be ground illuminated with landscape fixtures hidden from view by landscaping features.

FREESTANDING IDENTIFICATION SIGNS



TRAFFIC DIRECTIONALS

Traffic directionals may be place throughout the development to ensure safe and efficient vehicular traffic patterns and flow. Traffic directionals are used for identification of main entrances, speciality entrances for loading, deliveries, etc., and to delineate address entrances.

These signs must conform to the following criteria:

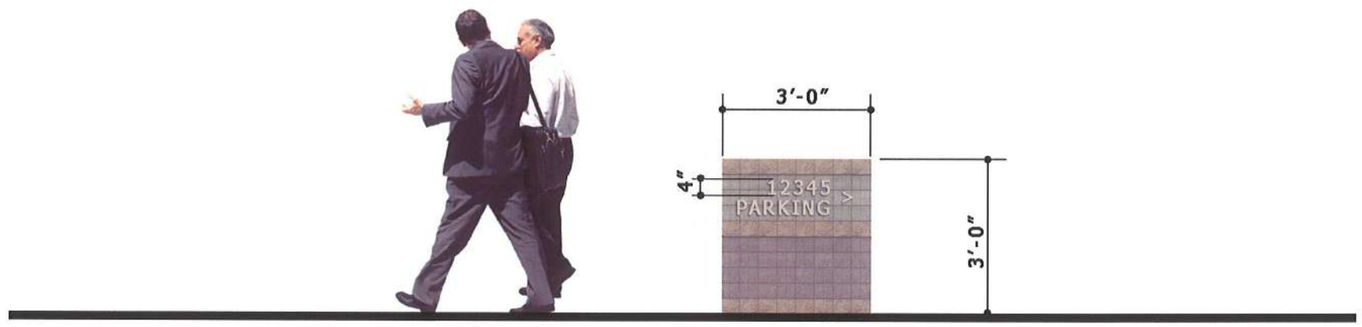
- Signs shall not exceed three feet six inches (3'-6") in height from grade.
- All copy shall be directional in nature, no tenant logos or names shall be used.
- Typestyle to be Arial Bold and reflective white vinyl.

REGULATORY SIGNS

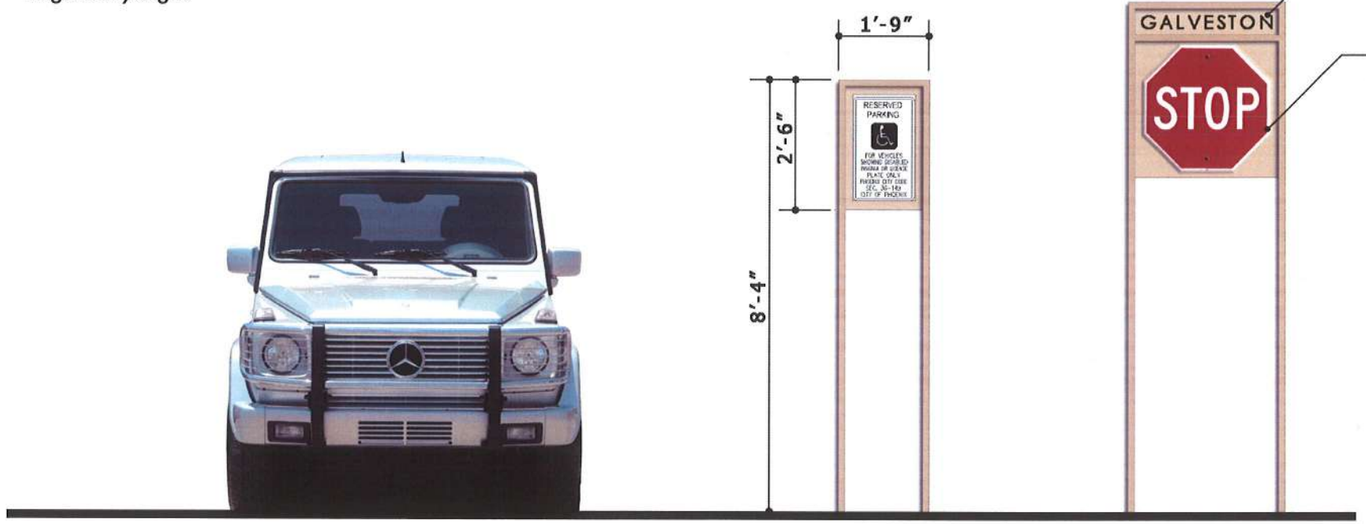
Regulatory signage will also be placed throughout Chandler Corporate Center to ensure safe and efficient vehicular traffic patterns and flow. These signs are upgraded from the standard DOT type u-channel and sheet metal signs through use of custom panels, backgrounds and colors. However, the signage panels will be standard DOT colors, shapes and sizes so there is no confusion to traffic regulatory information.

Custom colors will be used on the post and panel system for signs in all public right-of-ways as shown.

Directionals



Regulatory Signs



Building/Tenant Wall Signage

For the identification of individual business within a multi-tenant facility, only individual letters will be allowed and must adhere to the following criteria:

- Signs shall not exceed one (1) square feet of sign area for each lineal foot of business frontage.
- Letter height – Not to exceed 80% of the fascia height (designated sign band area).
- Sign Length – No more than 80% of the length of the store front, or a maximum of two (2) square feet per each lineal feet of frontage.
- Quantity – One sign per tenant, per street elevation.
- Location – Within tenant's lease space area of the facade, centered horizontally and vertically within a designated sign band.
- Materials – Reverse pan channel metal.
- Illumination – Buildings adjacent to Desert Breeze Boulevard shall not have illuminated signs facing Desert Breeze Boulevard.
- Content – Occupant name and logo.
- Color – All tenant signs shall be of same color and finish as designated in the buildings sign program
- Typography – Per Occupant/Owner identity or as approved by the Committee.
- Installation – Individual forms with no exposed conduit, raceway or transformers.

BUILDING ADDRESSES (All Parcels)

- During daytime viewing, numerals/letters should create a high contrast to the background surface to which they are applied.
- All building numbers shall be 12" high and of the same material and construction as designated in the buildings sign program.
- Addresses are recommended for each corner of the building which faces a vehicular access. Rear elevations of buildings not directed toward public streets shall not require address numerals.

TEMPORARY SIGNS

Temporary signs can be used for construction and design team information or future tenant identification. These signs shall match the design theme of the project in all respects with the exception of materials.

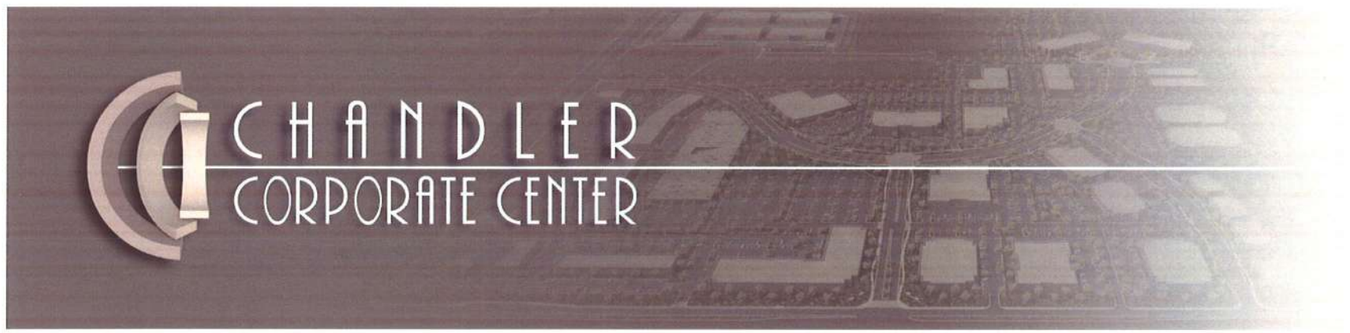
Size, height and square footage allocations shall conform to the standards set forth in the I-1 District of the Chandler Zoning Sign Code.

GENERAL RESTRICTIONS

- Information may be added to signs. However, each revision must conform to the Guidelines. A sign that is to be replaced must be removed before the new sign can be installed.
- Temporary signs must be removed from the site when construction is substantially complete. Leasing signs must be removed when all space in a building has been leased.
- Temporary signs must be maintained in a "like new" condition.
- Temporary signs and construction fences shall conform to the City Of Chandler's Sign Ordinance for size, placement, and structural requirements.
- Animated, moving, flashing, or sound-emitting signs are prohibited.
- Signs painted with iridescent paint or Dayglow colors are prohibited.
- Exposed fluorescent or incandescent illumination is prohibited.
- Size, height and square footage allocations shall conform to the standards set forth in the I-1 District of The Chandler Zoning Sign Code.

SIGN MAINTENANCE

- Any signage that has been approved or that has been issued a permit by the City of Chandler shall be maintained by the Owner or Occupant in possession of the property on which the sign is located. The signage must continue to conform to the conditions imposed by the sign permits.
- Any damaged sign shall be repaired within 30 days from date when damage was sustained.
- Any metal elements of signage cabinets, letters or panels shall be kept free of rust and rust stains.
- Any internally or backlit signage elements which do not illuminate 100% shall not be illuminated until repaired.

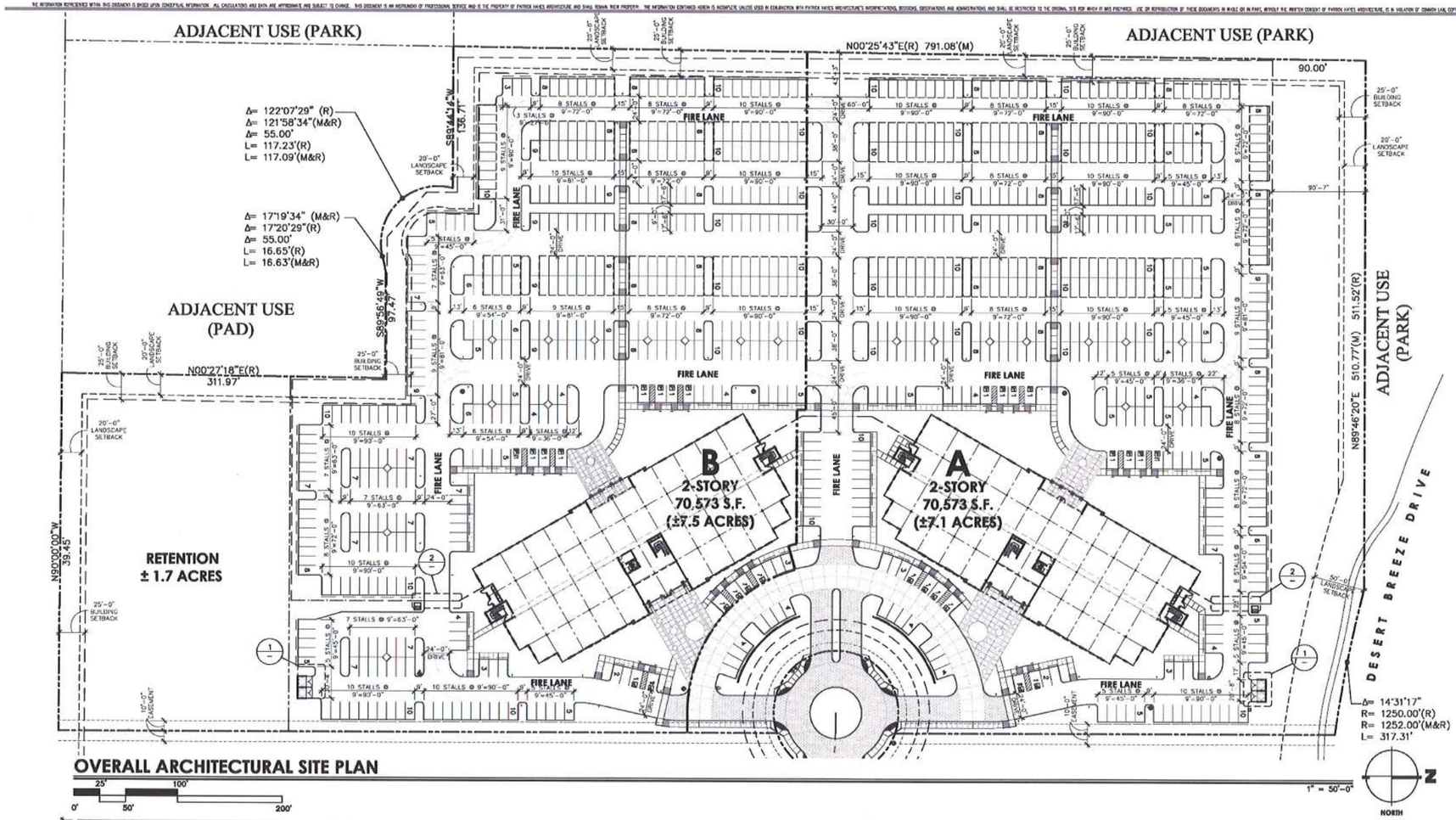


X. MediServe PDP



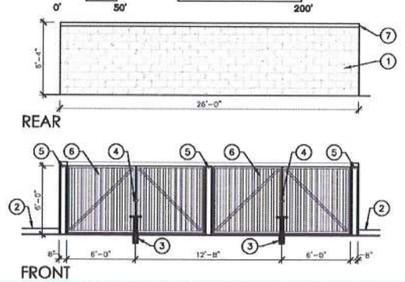


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OVERALL ARCHITECTURAL SITE PLAN

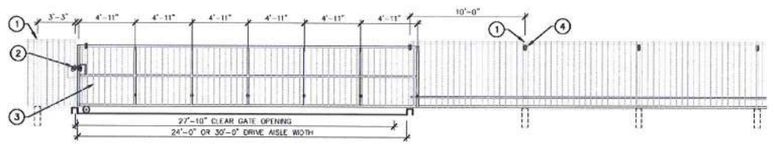
PROJECT DATA	
ASSESSOR'S PARCEL NUMBER:	301-67-008 B 301-67-707 301-67-708 C
EXISTING ZONING:	PAD
RETENTION NET AREA:	± 75,705 S.F. (± 1.7 ACRES)
OFFICE A:	
NET SITE AREA:	± 305,499 S.F. (± 7.1 ACRES)
BUILDING AREA:	± 70,573 S.F.
LOT COVERAGE:	± 11.5%
F.A.R.:	± 23%
PARKING REQUIRED:	±353 SPACES (@ 1/200 S.F.)
PARKING PROVIDED:	± 467 SPACES
PARKING RATIO:	± 6.6 SPACES PER 1,000 S.F.
OFFICE B:	
NET SITE AREA:	± 326,749 S.F. (± 7.5 ACRES)
BUILDING AREA:	± 70,573 S.F.
LOT COVERAGE:	± 10.8%
F.A.R.:	± 22%
PARKING REQUIRED:	±353 SPACES (@ 1/200 S.F.)
PARKING PROVIDED:	± 470 SPACES
PARKING RATIO:	± 6.7 SPACES PER 1,000 S.F.
TOTAL:	
NET SITE AREA:	± 707,953 S.F. (± 16.3 ACRES)
BUILDING AREA:	± 141,146 S.F.
LOT COVERAGE:	± 10.0%
F.A.R.:	± 19.9%
PARKING REQUIRED:	±706 SPACES
PARKING PROVIDED:	±937 SPACES
PARKING RATIO:	± 6.64 SPACES PER 1,000 S.F.



1. 8"x8"x16" C.M.U.
2. 6" CONCRETE CURB – SEE SITE PLAN FOR LOCATIONS.
3. 1" CANE BOLTS SET IN 1-1/2"x3" LONG PIPE SLEEVE IN SLAB – SEE DTL. 19/–.
4. PROVIDE HASP FOR PADLOCK.
5. 6"x6" STEEL POST.
6. METAL GATE.
7. 8"x4"x16" SOLID CAP BLOCK.

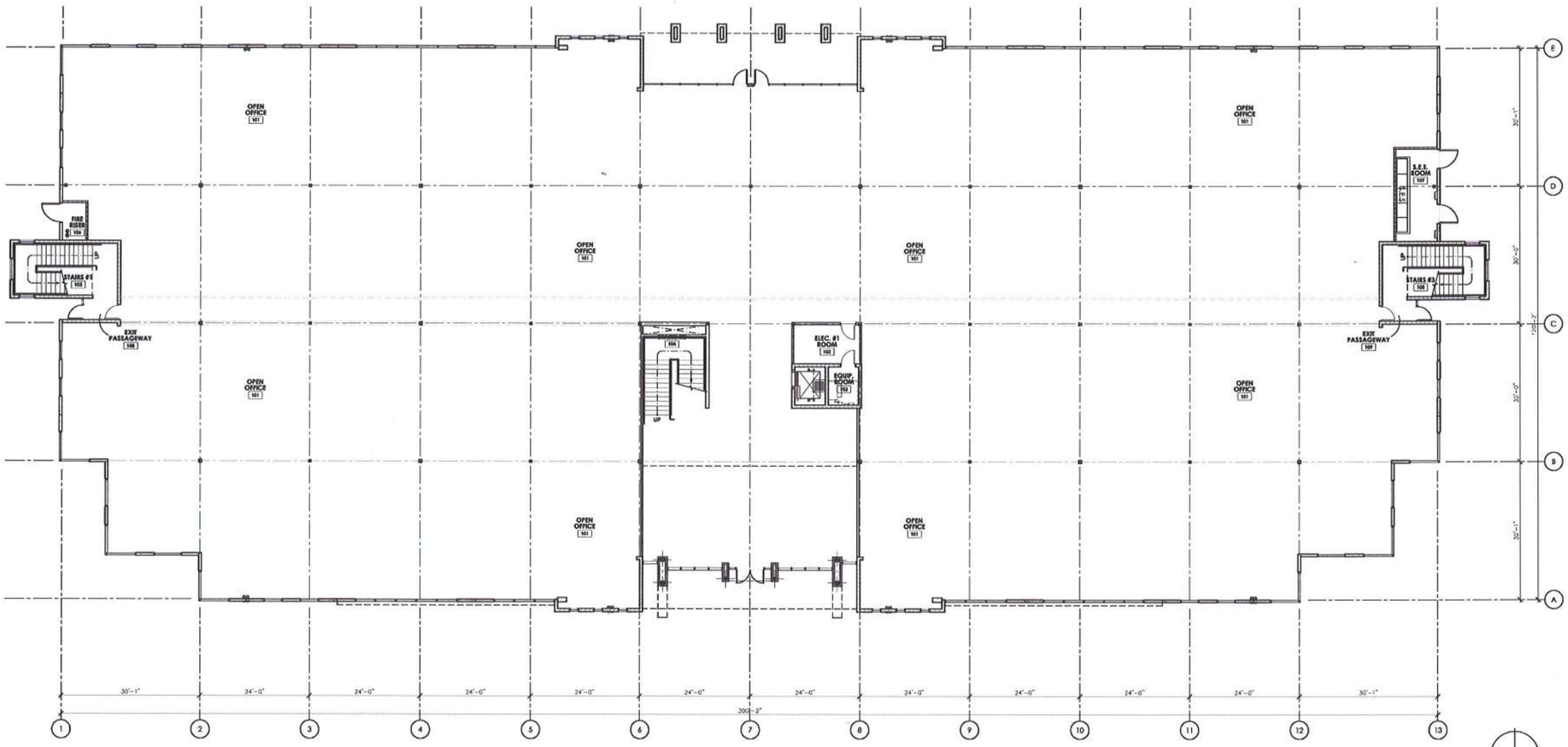
NOTE: PAINT ALL METAL TO MATCH ADJACENT SURFACE, ALL SIDES.

1 ELEVATIONS @ REFUSE ENCLOSURES
3/16"=1'-0"



1. STANDARD 2"ø FENCE POST.
2. FIRE DEPARTMENT APPROVED DUAL LOCK.
3. 6'Hx18'L ROLLING TUBE/ANGLE STEEL AND WROUGHT IRON GATE.
4. ANGLE AND ROLLERS – U-BOLT TO POST.

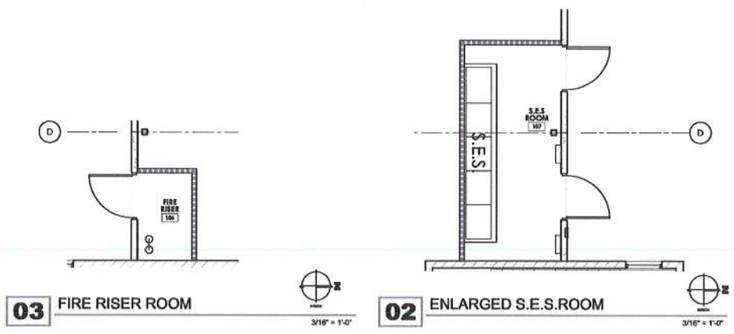
2 ELEVATION @ MOVABLE GATES
3/16"=1'-0"



BUILDING 'A' 1ST FLOOR PLAN

3/32" = 1'-0"

NORTH



03 FIRE RISER ROOM — 3/16" = 1'-0"

02 ENLARGED S.E.S.ROOM — 3/16" = 1'-0"

KEYNOTES

NOTE: THE FLOOR PLAN KEYNOTES LISTED BELOW ARE TYPICAL TO THE BUILDING AND MAY NOT BE APPLICABLE AND/OR REFERENCED ON ALL SHEETS.

1. CONCRETE SLAB – REFER TO STRUCTURAL DRAWINGS.
2. INDEPENDANT ROOF/OVERFLOW LEADERS TO DAYLIGHT AT FACE OF WALL WITH ABS PIPE W/ 45DEG. BEND AT BOTTOM – REFER TO PLUMBING, CIVIL & --/A-- AND --/A--.
3. TUBE STEEL COLUMN – REFER TO STRUCTURAL DRAWINGS.
4. 1" INSULATED GLAZING IN ALUMINUM WINDOW SYSTEM – REFER TO SHEETS A3.1- A3.4.
5. LINE OF CANOPY / OVERHANG ABOVE – REFER TO REFLECTED CEILING PLAN.
6. FIRE RISER LOCATION.
7. PROVIDE DBX "AS-BUILT DRAWINGS" CABINET ADJACENT TO ALL FIRE RISER LOCATIONS (TYPICAL ALL BUILDINGS).
8. ELECTRICAL SERVICE ENTRY SECTION – REFER TO ELECTRICAL DRAWINGS.
9. KNOX BOX FOR FIRE DEPARTMENT ACCESS WITH DARK BRONZE AB-6 POWDER COAT FINISH, RECESS MOUNTED AT 4'-6" A.F.F.
10. STRUCTURAL CONCRETE SLAB OVER METAL DECK – REFER STRUCTURAL DRAWINGS.
11. ROOF ACCESS HATCH & LADDER – REFER TO DETAIL --/A---.
12. A.C.M. WRAPED PIER – REFER TO SHEETS A---- & A----.

WALL TYPE LEGEND

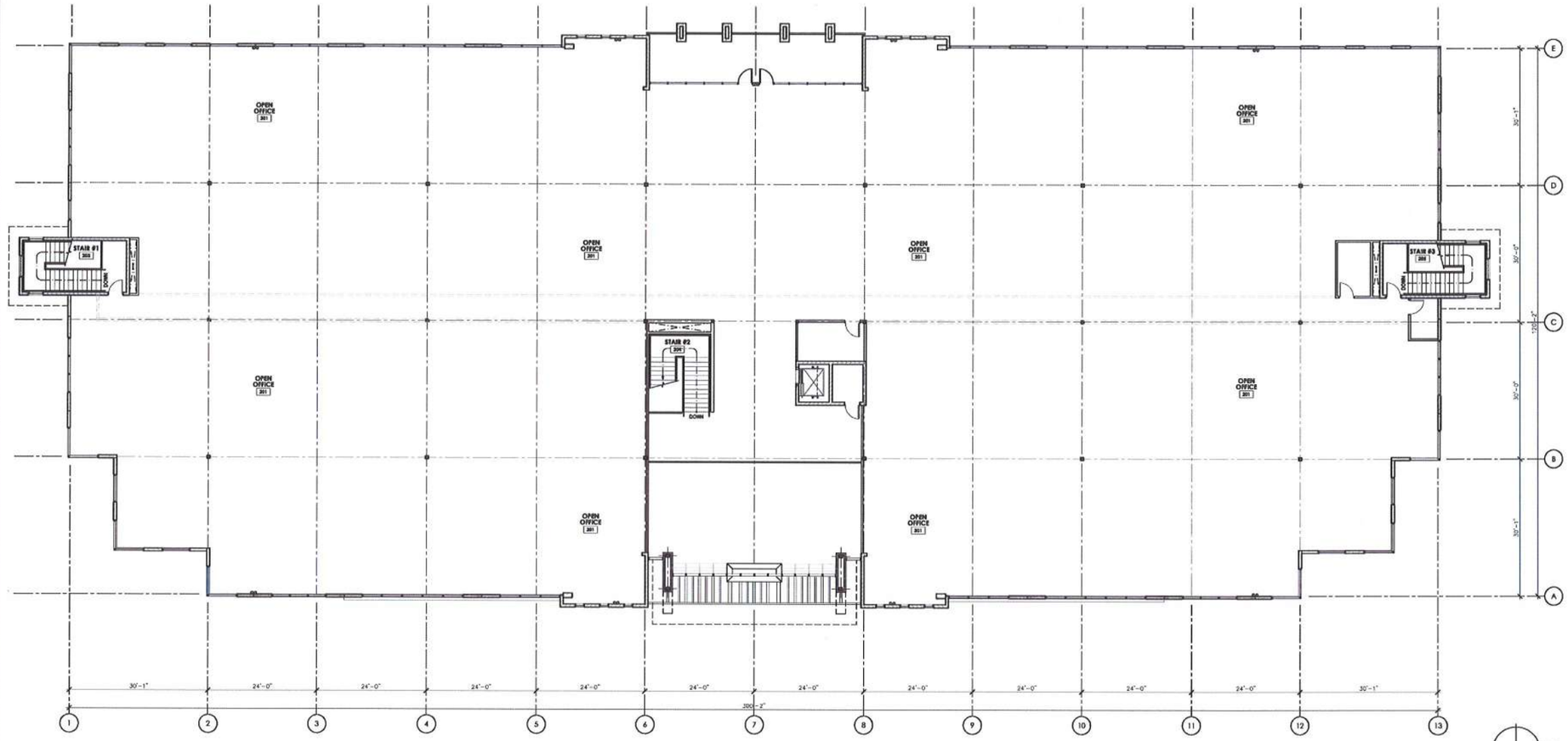
- 8" C.M.U. TO MATCH FINISH 'H' – MORTAR JOINTS TO HAVE RAKED JOINTS – REFER TO ELEVATIONS FOR TYPE AND SPECIFICATIONS. (INTEGRALLY COLORED) – TEXTURED SIDE TO FACE EXTERIOR.
- 8" C.M.U. TO MATCH FINISH 'J' – MORTAR JOINTS TO HAVE RAKED JOINTS – REFER TO ELEVATIONS FOR TYPE AND SPECIFICATIONS. (INTEGRALLY COLORED) – TEXTURED SIDE TO FACE EXTERIOR.
- LEVEL 2 FINISH ON 5/8" GYPSUM BOARD SHEATHING OVER 3-5/8" X 20 GA. METAL STUDS – BOTH SIDES – (1-HOUR RATED).
- LEVEL 2 FINISH ON 5/8" GYPSUM BOARD SHEATHING OVER 3-5/8" X 20 GA. METAL STUDS – BOTH SIDES.

SYMBOL LEGEND

- (A) – CORRESPONDS TO WINDOW ELEVATION, SHEET A3.1 (SEE WINDOW ELEVATIONS FOR TEMPERED GLASS LOCATIONS.)
- (000) – CORRESPONDS TO DOOR SCHEDULE, SHEET A3.2
- PJ – CORRESPONDS TO A PANEL JOINT, SEE DETAILS 5,6/A8.1 & SEE STRUCT.
- – FIRE EXTINGUISHER – SURFACE MOUNTED.
- (##) – CORRESPONDS TO CONCRETE TILT-UP PANEL NUMBER – SEE STRUCTURAL.
- – EXIT SIGN. SEE ELECTRICAL.
- – SLAB VENT

GENERAL NOTES

A. DIMENSIONS ARE TO OUTSIDE FACE OF MASONRY, CONC. TILT PANEL OR GLAZING SYSTEM UNLESS NOTED OTHERWISE. (U.N.O.).
B. ALL FLOORING SURFACES TO BE PREPARED TO ACCEPT FLOORING PER SSPC-SP13 / NACE8.
C. REFER TO --/A--- FOR INTERSTITIAL SPACE DIAGRAMS.
D. REST ROOMS ARE TO BE PROVIDED WITH TENANT IMPROVEMENT PHASE.



BUILDING 'A' 2ND FLOOR PLAN

3/32" = 1'-0"

NORTH

KEYNOTES

NOTE: THE FLOOR PLAN KEYNOTES LISTED BELOW ARE TYPICAL TO THE BUILDING AND MAY NOT BE APPLICABLE AND/OR REFERENCED ON ALL SHEETS.

1. CONCRETE SLAB – REFER TO STRUCTURAL DRAWINGS.
2. INDEPENDANT ROOF/OVERFLOW LEADERS TO DAYLIGHT AT FACE OF WALL WITH ABS PIPE W/ 45DEG. BEND AT BOTTOM – REFER TO PLUMBING, CIVIL & --/A-- AND --/A--.
3. TUBE STEEL COLUMN – REFER TO STRUCTURAL DRAWINGS.
4. 1" INSULATED GLAZING IN ALUMINUM WINDOW SYSTEM – REFER TO SHEETS A3.1– A3.4.
5. LINE OF CANOPY / OVERHANG ABOVE – REFER TO REFLECTED CEILING PLAN.
6. FIRE RISER LOCATION.
7. PROVIDE DBX "AS–BUILT DRAWINGS" CABINET ADJACENT TO ALL FIRE RISER LOCATIONS (TYPICAL ALL BUILDINGS).
8. ELECTRICAL SERVICE ENTRY SECTION – REFER TO ELECTRICAL DRAWINGS.
9. KNOX BOX FOR FIRE DEPARTMENT ACCESS WITH DARK BRONZE AB–6 POWDER COAT FINISH, RECESS MOUNTED AT 4'–6" A.F.F.
10. STRUCTURAL CONCRETE SLAB OVER METAL DECK – REFER STRUCTURAL DRAWINGS.
11. ROOF ACCESS HATCH & LADDER – REFER TO DETAIL --/A---.
12. A.C.M. WRAPED PIER – REFER TO SHEETS A--- & A---.

WALL TYPE LEGEND

- 8" C.M.U. TO MATCH FINISH 'H' – MORTAR JOINTS TO HAVE RAKED JOINTS – REFER TO ELEVATIONS FOR TYPE AND SPECIFICATIONS. (INTEGRALLY COLORED) – TEXTURED SIDE TO FACE EXTERIOR.
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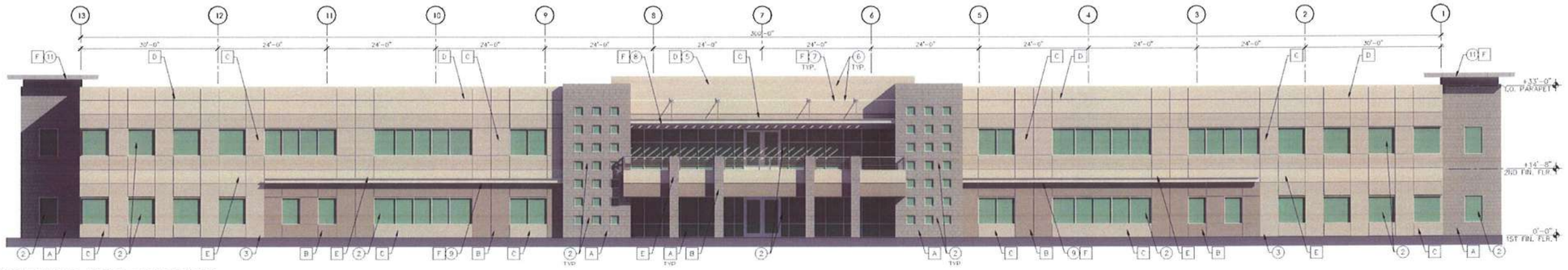
SYMBOL LEGEND

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- (000) – CORRESPONDS TO DOOR SCHEDULE, SHEET A3.2
- PJ – CORRESPONDS TO A PANEL JOINT, SEE DETAILS 5,6/A8.1 & SEE STRUCT.
- FE – FIRE EXTINGUISHER – SURFACE MOUNTED.
- (##) – CORRESPONDS TO CONCRETE TILT–UP PANEL NUMBER – SEE STRUCTURAL.
- EXIT SIGN. SEE ELECTRICAL.
- SLAB VENT

GENERAL NOTES

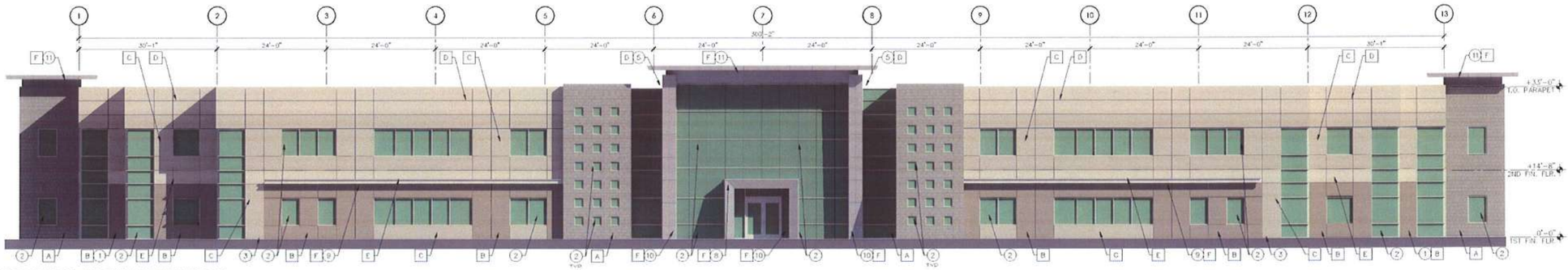
A. DIMENSIONS ARE TO OUTSIDE FACE OF MASONRY, CONC. TILT PANEL OR GLAZING SYSTEM UNLESS NOTED OTHERWISE, (U.N.O.).
B. ALL FLOORING SURFACES TO BE PREPARED TO ACCEPT FLOORING PER SSPC–SP13 / NACE6.
C. REFER TO --/A--- FOR INTERSTITIAL SPACE DIAGRAMS.
D. REST ROOMS ARE TO BE PROVIDED WITH TENANT IMPROVEMENT PHASE.

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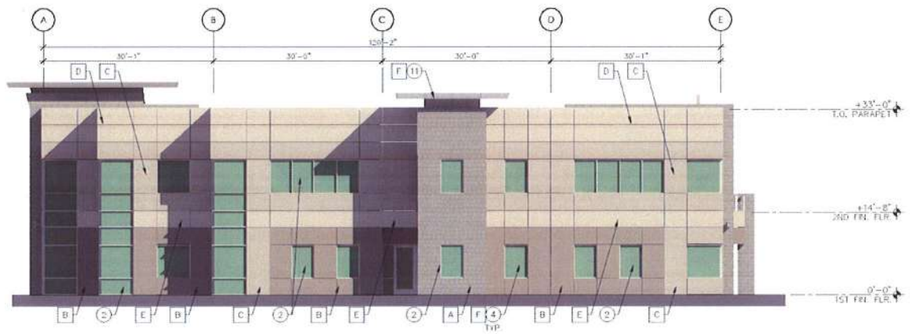
1 CONCEPTUAL REAR ELEVATION

SCALE: 3/64" = 1'-0"



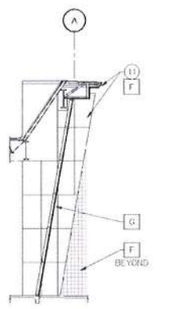
2 CONCEPTUAL FRONT ELEVATION

SCALE: 3/64" = 1'-0"



3 CONCEPTUAL REAR ELEVATION

SCALE: 3/64" = 1'-0"



SECTION @ FRONT ENTRY

SCALE: 3/64" = 1'-0"

KEYNOTES

NOTE: THE FLOOR PLAN KEYNOTES LISTED BELOW ARE TYPICAL TO THE BUILDING AND MAY NOT BE APPLICABLE AND/OR REFERENCED ON ALL SHEETS.

1. PAINTED CONCRETE TILT PANEL – REFER TO PLANS AND STRUCT. DRAWINGS
2. 1" INSULATED GLAZING – REFER TO SHEETS A3.1 & A3.2 FOR WINDOW ELEVATIONS AND TYPES
3. INDEPENDANT ROOF AND OVERFLOW DRAIN LEADERS WITH ABS PIPE W/ 45DEG. BEND AT BOTTOM
4. HOLLOW METAL DOOR AND FRAME.
5. MEDIUM SAND FINISH E.I.F.S. FINISH ON 1-1/2" EPS BOARD OVER (1) LAYER OF 5/8" DENS-GLASS GOLD EXTERIOR SHEATHING.
6. 3/4" "V" GROOVE – REFER TO DETAIL 18/A8.1
7. CANOPY SUPPORT ROD – REFER TO ELEVATIONS FOR COLORS AND STRUCTURAL DRAWINGS.
8. TUBE STEEL CANOPY – REFER TO SHEETS A8.3 & A8.4.
9. STEEL CHANNEL SHADE FEATURE.
10. A.C.M. WRAPPED PIER – REFER TO SHEETS A8.3 & A8.4.
11. A.C.M. WRAPPED CORNICE – REFER TO SHEETS A8.3 & A8.4.
12. EXTERIOR BALCONY GUARDRAIL – REFER TO DETAIL 14, 19 &20/A6.7.
13. HVAC UNIT BEYOND – SEE MECHANICAL

MATERIAL SCHEDULE

STAINED MASONRY:

- A — MFR: SUPERLITE (OR EQUAL) TYPE: 8" SMOOTH FACE (CENTER SCORED) COLOR: TO MATCH FRAZEE COLOR 8693M, "STUCCO GREIGE" MORTAR: TO MATCH FRAZEE COLOR 8693M, "STUCCO GREIGE"

PAINT:

- B — MFR: PER SPECIFICATIONS COLOR: TO MATCH FRAZEE COLOR 8235D, "BRUSH BOX"
- C — MFR: PER SPECIFICATIONS COLOR: TO MATCH FRAZEE COLOR 8233M, "CRISP KHAKI"
- D — MFR: PER SPECIFICATIONS COLOR: TO MATCH FRAZEE COLOR 8232W, "LULLED BEIGE"
- E — MFR: PER SPECIFICATIONS COLOR: TO MATCH FRAZEE COLOR 8231W, "SAWYER'S FENCE"
- F — MFR: PER SPECIFICATIONS COLOR: TO MATCH FRAZEE COLOR 8693M, "STUCCO GREIGE" (ARCHITECTURAL METAL WORK)

GLAZING:

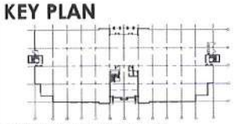
- G (WINDOWS) — MFR: VERSALUX (OR EQUAL) TYPE: 1" INSUL., REFLECTIVE COLOR: GREEN
- H (DOORS) — MFR: VERSALUX (OR EQUAL) TYPE: 1/4" NON-REFLECTIVE COLOR: GREEN

ALUMINUM STOREFRONT:

- K — MFR: ARCADIA TYPE: ANODIZED, ALUMINUM COLOR:

NOTE: COLORS SHOWN FOR DESIGN INTENT ONLY. FINAL SELECTIONS TO BE APPROVED BY ARCHITECT PRIOR TO INSTALLATION

KEY PLAN



GENERAL NOTES

A. ALL ROOF MOUNTED MECHANICAL EQUIPMENT TO BE FULLY SCREENED BY PARAPET. ALL MECHANICAL EQUIPMENT TO BE SCREENED FROM PUBLIC VIEW.
B. ALL SIGNAGE TO BE PROCESSED AS A SEPARATE PERMIT.
C. ALL EXPOSED METALWORK TO BE GROUND VERY SMOOTH, PRIMED AND PAINTED.



LANDSCAPE LEGEND

	HEIGHT	WIDTH	CALIPER
CERCIDIUM FLORDIDUM BLUE PALO VERDE 24" BOX	6.0	2.0	0.75
CERCIDIUM PRAECOX PALO BREA 24" BOX	7.0	4.0	1.50
PROSOPIS CHILENSIS CHILEAN MESQUITE (THORNLESS) 24" BOX	8.0	4.0	1.50
ONLEYA TESOTA IRONWOOD 24" BOX	6.0	3.0	1.25
ACAICA STENOPHYLLA SHOESTRING ACACIA 36" BOX	13.0	6.0	2.50
ACAICA STENOPHYLLA SHOESTRING ACACIA 15 GALLON	7.0	2.5	0.75
PROPOSED SALVAGED TREE FROM FUTURE PLANT INVENTORY	VARIES	VARIES	
WASHINGTONIA ROBUSTA MEXICAN FAN PALM 20' TRUNK FT (SKINNED)	20.0		

- RUELLIA PENINSUALRIS BAJA RUELLA 5 GALLON
- NERIUM OLENDER 'PETITE PINK' PETITE PINK 5 GALLON
- LEUCOPHYLLUM FRUTESCENS 'GREEN CLOUD SAGE' 5 GALLON
- LEUCOPHYLLUM CANDIDUM SILVER CLOUD SAGE 5 GALLON
- LANTANA MONTEVIDENSIS 'GOLD MOUND' 1 GALLON
- LANTANA MONTEVIDENSIS 'TRAILING PURPLE' 1 GALLON
- DALEA GREGGII TRAILING DALEA 1 GALLON
- 1/2" MINUS WALKER BUTTE 'RED' DECOMPOSED GRANITE 2" DEPTH IN ALL LANDSCAPE AREAS
- AGAVE WEBERII AGAVE 5 GALLON
- HESPERALOE PARVIFLORA RED YUCCA 5 GALLON
- CAESALPINIA MEXICANA MEXICAN BIRD OF PARADISE 5 GALLON
- ACAICA REDOLENS DESERT CARPET 5 GALLON
- AMBROSIA DELTOIDEA BURSAGE 5 GALLON
- BAILEYA MULTIRADIATA DESERT MARIGOLD 1 GALLON
- ENCELIA FARINOSA BRITTLE BUSH 5 GALLON
- JUSTICIA CALIFORNICA CHUPAROSA 5 GALLON
- LARREA TRIDENTATA CREOSOTE BUSH 5 GALLON
- VERBENA RIGIADA SANDPAPER VERBENA 1 GALLON
- YUCCA BACCATA BANANA YUCCA 5 GALLON
- TURF MID-IRON TURF SOD
- 3'x3'x3' SURFACE SELECT GRANITE BOULDER MINIMUM 2000lbs EACH
- 6" EXTRUDED CURB CONCRETE HEADER SEE DETAIL
- SAGUARO SAGUARO 3 ARM MIN.

NORTH

LANDSCAPE PLAN BUILDINGS A & B

SCALE: 1" = 40'0"

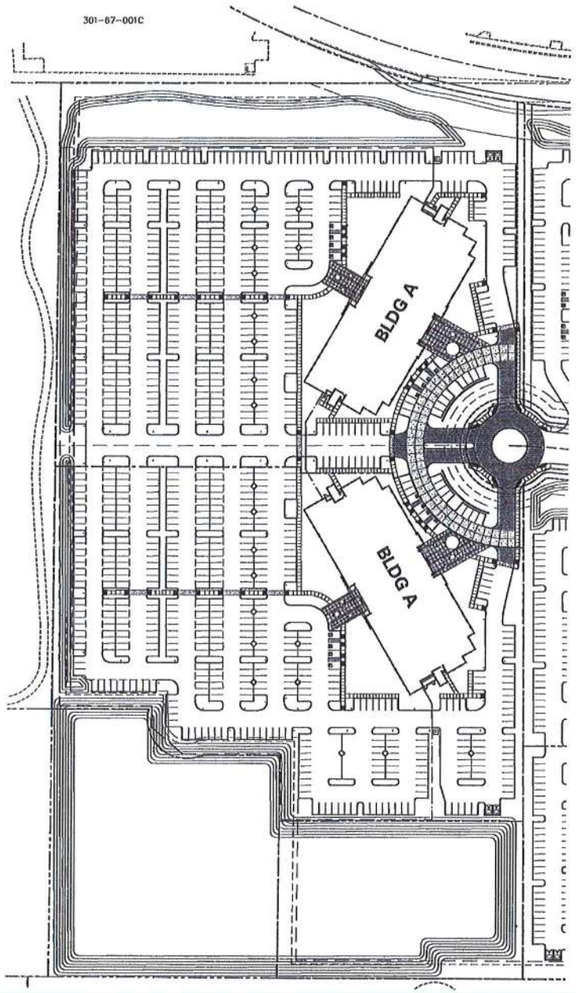
T.J. McQUEEN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
SITE PLANNING
1121 East Missouri Ave., Suite 218
Phoenix, Arizona 85014
(E-MAIL) tmmcqueen@tjmla.net
(602) 265-0320
FAX 265-6619

COVER SHEET
MEDISERVE
FOR
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DRIVE
CHANDLER, ARIZONA

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

SHEET INDEX

COVER SHEET.....C1
CONCEPT GRADING AND DRAINAGE PLAN.....C2
CONCEPT UTILITY PLAN.....C3



SITE PLAN

N.T.S.



N

NTS

VICINITY MAP

N.T.S.

DEVELOPER/OWNER

LGE CORPORATION
740 N. 52ND STREET SUITE 200
PHOENIX, ARIZONA 85008
PHONE: (602) 966-4001
FAX: (602) 966-9001
CONTACT: FRANK PETTIT

ARCHITECT

PATRICK HAYES ARCHITECTS
15849 N. 71ST STREET SUITE 200
SCOTTSDALE, ARIZONA 85254
PHONE: (480) 556-9000
FAX: (480) 556-9490
CONTACT: TIM THIELKE

CIVIL ENGINEER

HUNTER ENGINEERING, P.C.
8283 N. HAYDEN ROAD SUITE 275
SCOTTSDALE, ARIZONA 85258
PHONE: (480) 991-3985
FAX: (480) 991-3986
CONTACT: JEFF HUNTER

NO.	DATE	REVISION	BY

PURPOSE:

DESIGN BY: CRW
DRAWN BY: RJM
CHECKED BY: LMT

HUNTER ENGINEERING
CIVIL AND SURVEY
8283 N. HAYDEN RD. SUITE 275
SCOTTSDALE, AZ 85258
T. 480 991 3985
F. 480 991 3986

CERTIFICATE
35240
JEFF W.
HUNTER
REGISTERED
ARIZONA
CIVIL

COVER SHEET
FOR MEDISERVE
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DR
CHANDLER, ARIZONA

THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

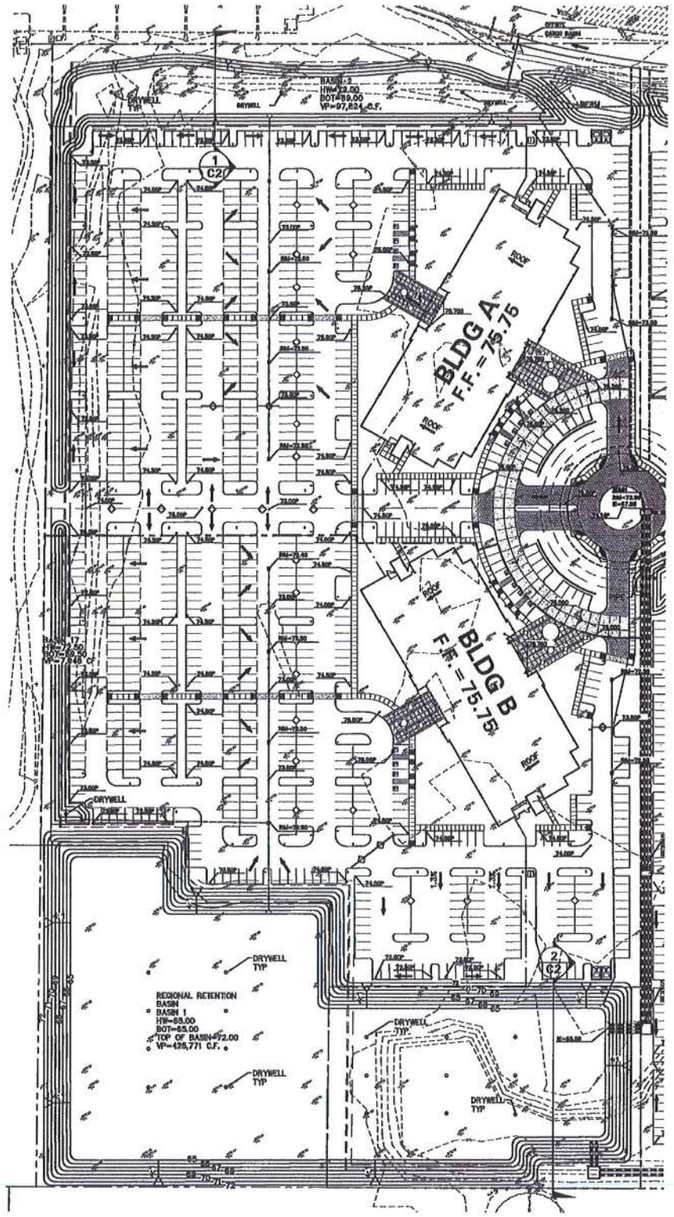
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SCALE: N.T.S.

SHEET: C1 OF 3

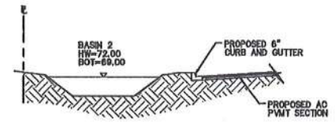
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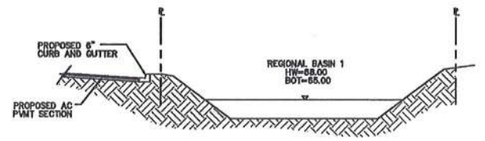


CONCEPTUAL GRADING & DRAINAGE PLAN
MEDISERVE
CHANDLER CORPORATE CENTER

0 60 120
SCALE: 1"=60'



1 TYPICAL SECTION N.T.S.



2 TYPICAL SECTION N.T.S.

RETENTION SUMMARY

RETENTION REQUIRED
PHASE I & PHASE II
SITE AREA ——— 14.44 ACRES
CITY OF CHANDLER FORMULA
V=D/12*A*C*1.1 D=2.6

RETENTION REQUIRED=
(2.6/12)(14.44)(43560)(0.9)(1.1)=134,922 CU.FT.

RETENTION PROVIDED
BASIN 1 – WITHIN REGIONAL BASIN ——— 29,152 CU.FT.
BASIN 2 ——— 97,824 CU.FT.
BASIN 17 ——— 7,946 CU.FT.
TOTAL ——— 134,922 CU.FT.

TOTALS
TOTAL RETENTION REQUIRED —134,922 CU.FT.
TOTAL RETENTION PROVIDED —134,922 CU.FT.
EXCESS ——— 0 CU.FT.

LEGEND

- PROPOSED GRADE BREAK
- PROPOSED STORM LINE
- PROPOSED CATCH BASIN
- 75.00P PROPOSED SPOT ELEVATION
- PROPOSED FLOW ARROW
- SECTION CALLOUT

NO.	DATE	REVISION	BY

PURPOSE:

DESIGN BY: ORW
DRAWN BY: RJM
CHECKED BY: LMT

HUNTER ENGINEERING
CIVIL AND SURVEY
8225 N. HAYDEN RD. SUITE 275
SCOTTSDALE, AZ 85258
P 480 991 3985
F 480 991 3986

CONSTRUCTION DOCUMENTS
36249
STATE OF ARIZONA
HUNTER

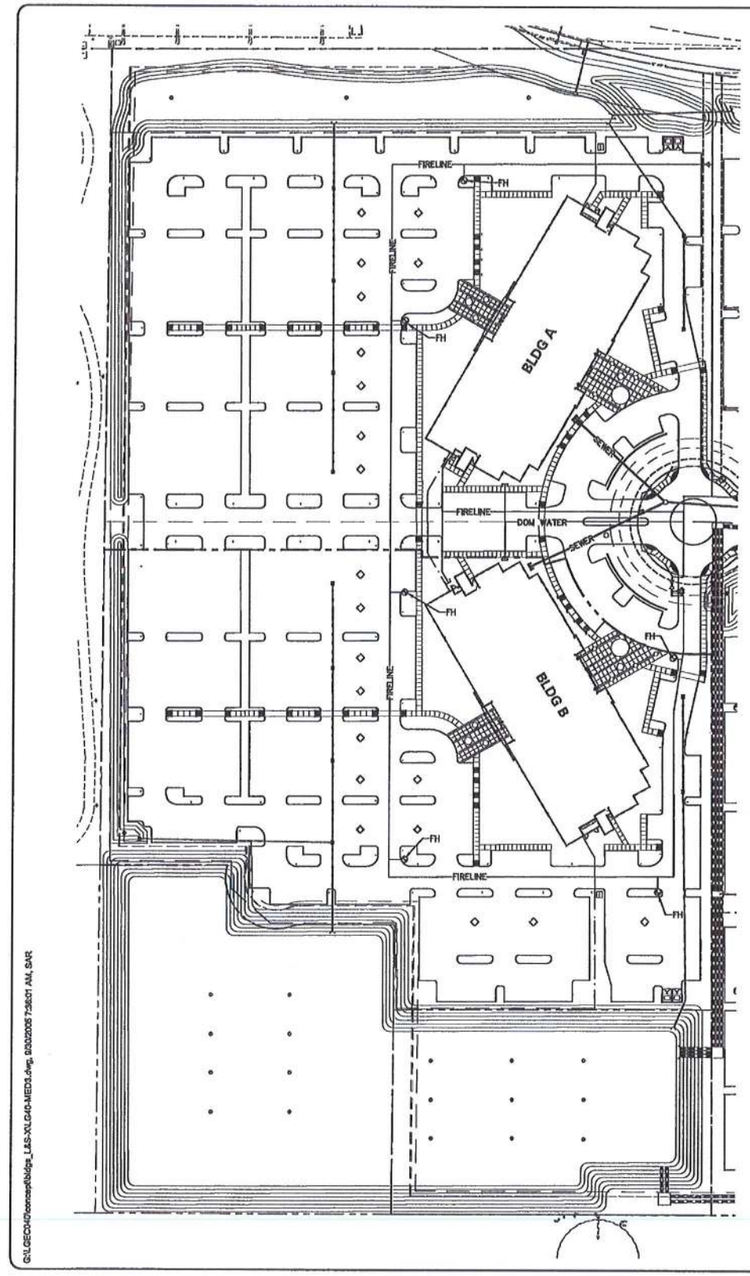
CONCEPTUAL GRADING & DRAINAGE PLAN
MEDISERVE
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DR
CHANDLER, ARIZONA

THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

HE JOB NO.: LGEC040
SCALE 1"=60'
SHEET C2 OF 3

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C.O.C. LOG NO. PPT 05-0010



CONCEPTUAL UTILITY PLAN
MEDISERVE
NWC CHANDLER BLVD & MCCLINTOCK DRIVE

0 60 120
SCALE: 1"=120'

LEGEND

—W—	PROPOSED WATER MAIN
—SS—	PROPOSED SEWER MAIN
	PROPOSED FIRE HYDRANT
	PROPOSED BACKFLOW PREVENTER
	PROPOSED FIRE DEPARTMENT CONNECTION

NOTE

1.) ON-SITE FIRE AND DOMESTIC WATER SERVICES ARE SUBJECT TO CHANGE DURING FINAL SITE DESIGN AND DEVELOPMENT.
2.) MINIMUM DESIGN SEWER SLOPE SHALL BE 0.0038 FT/FT FOR PUBLIC 8" SANITARY SEWER LINES IN ORDER TO SERVICE THIS DEVLOPMENT.

NO.	DATE	REVISION	BY

PURPOSE:

DESIGN BY: CRW
DRAWN BY: RJM
CHECKED BY: LMT

HUNTER ENGINEERING
CIVIL AND SURVEY
8283 N. HAYDEN RD. SUITE 275
SCOTTSDALE, AZ 85258
T. 480 991 3900
F. 480 991 3999

CERTIFICATE NO. 35348
KEITH M. HUNTER
Professional Engineer
ARIZONA U.S.A.

CONCEPT UTILITY PLAN
MEDISERVE
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DR
CHANDLER, ARIZONA

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HE JOB NO.: LGEC040

SCALE 1"=60'

SHEET C3 OF 3

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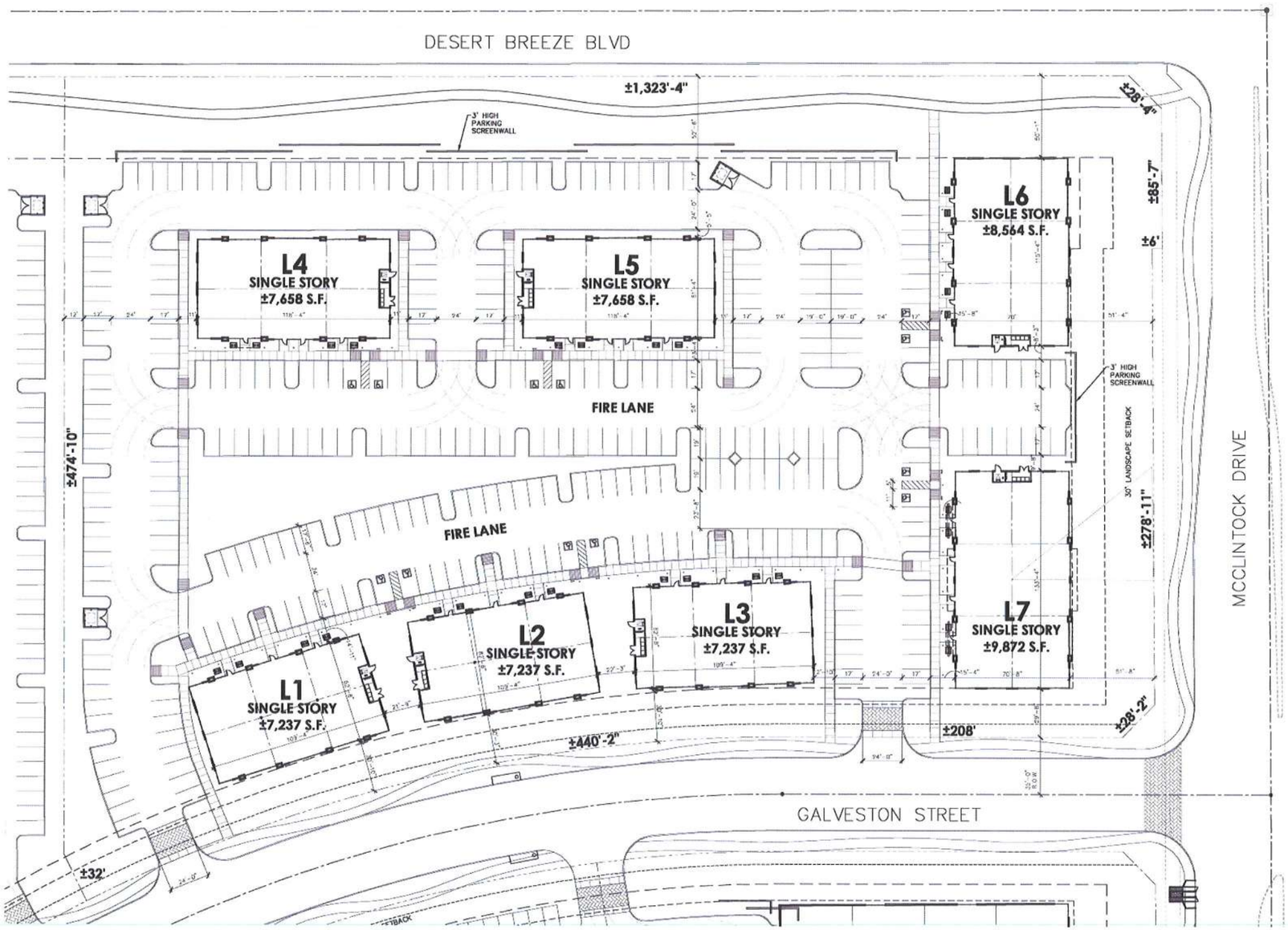
C.O.C. LOG NO. PPT 05-0010



XI. Office Condo PDP



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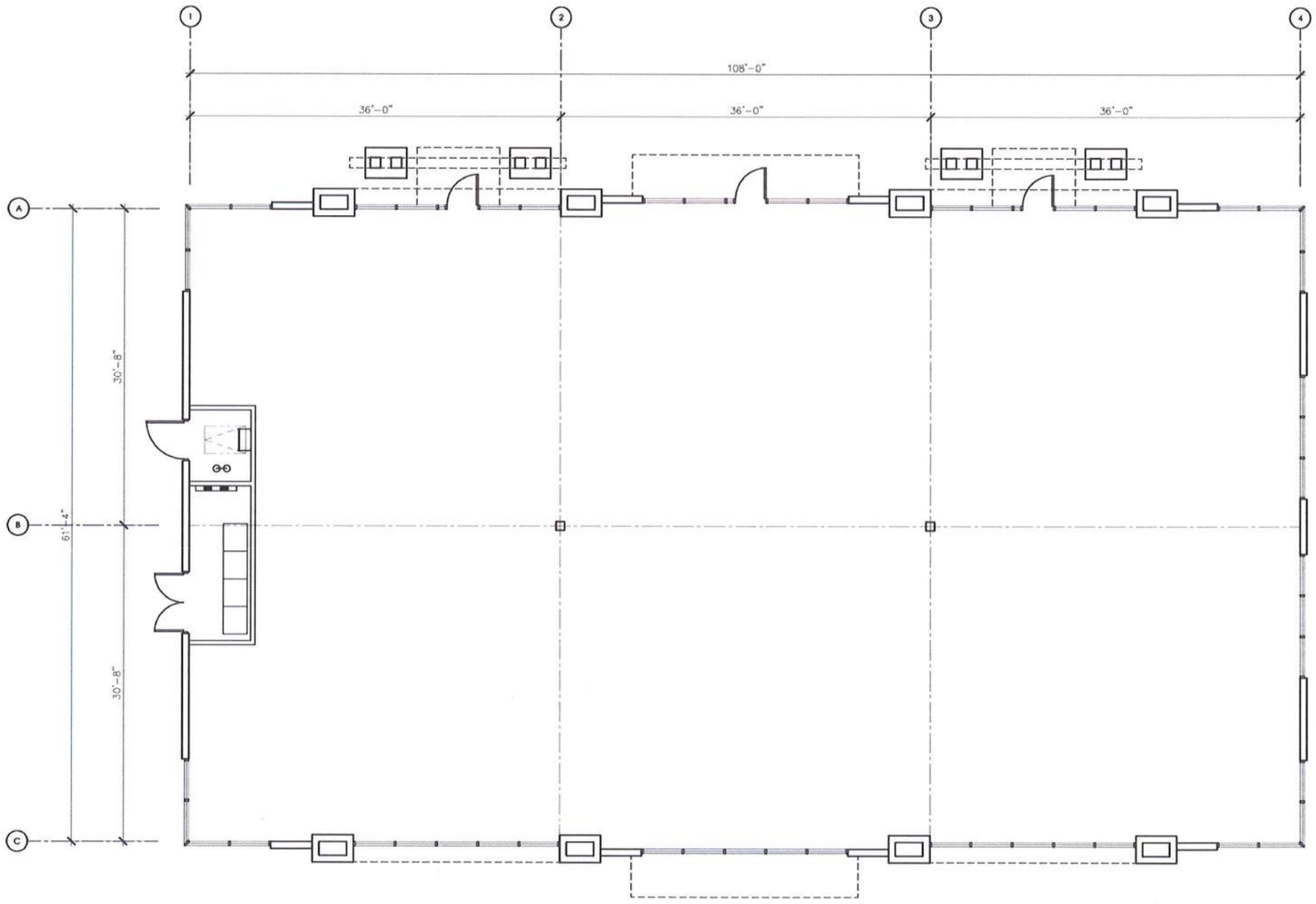
N
NORTH

SCHEMATIC SITE PLAN

SCALE: 1"=30'-0"

0' 15' 30' 60' 120'

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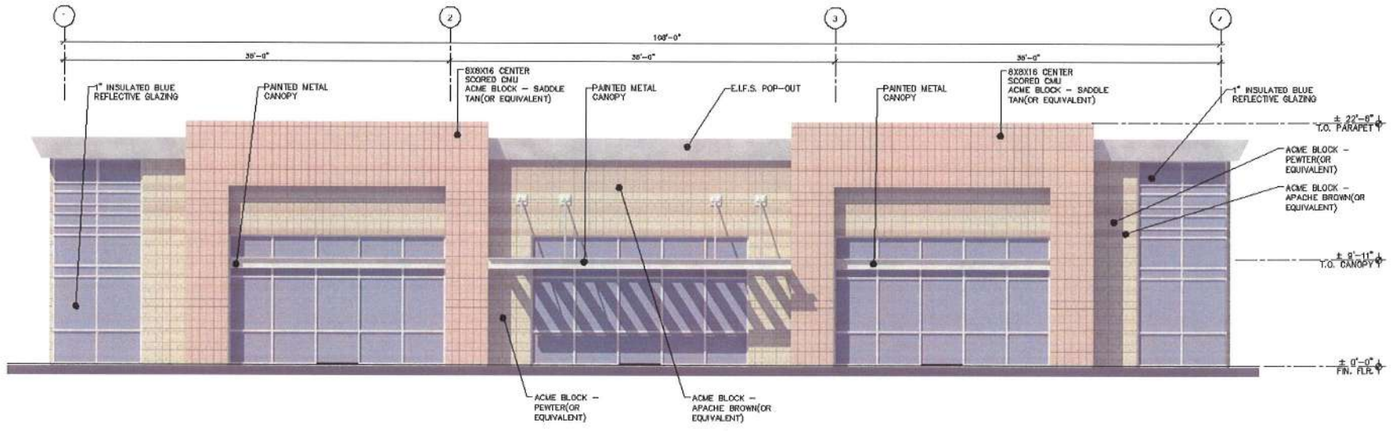


N
NORTH

SCHEMATIC FLOOR PLAN - BUILDING 'L1', 'L2' & 'L3'

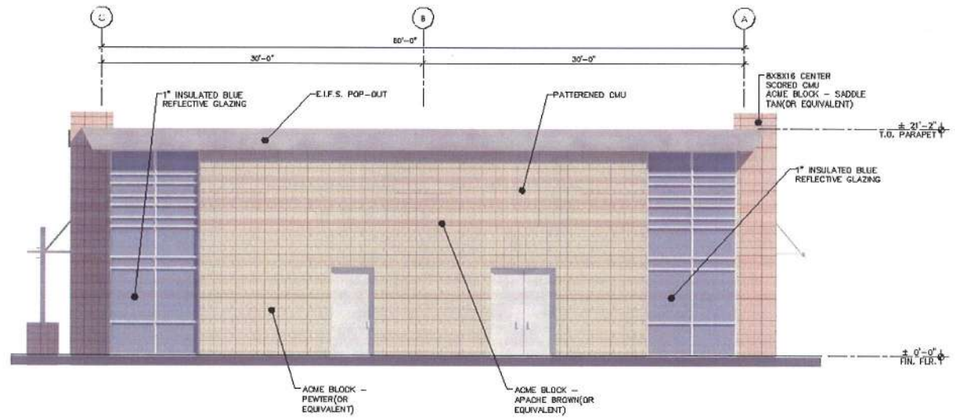
3/16" = 1'-0"

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SOUTH ELEVATION - BUILDING L2

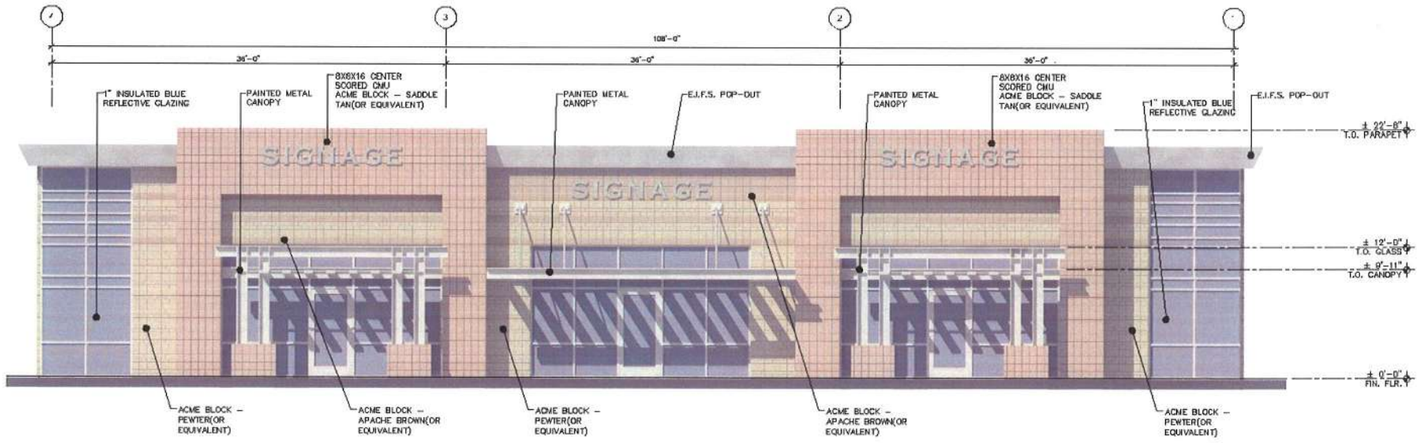
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WEST ELEVATION - BUILDING L2

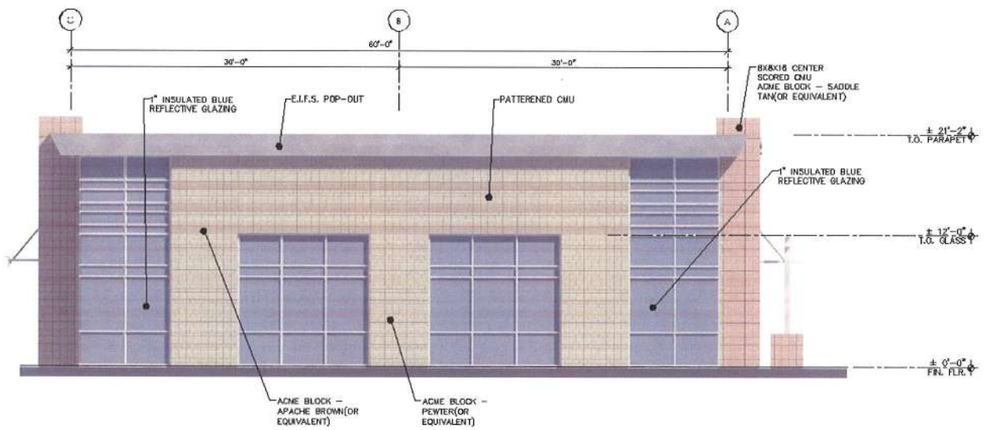
SCALE: 3/16"=1'-0"

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NORTH ELEVATION - BUILDING L2

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



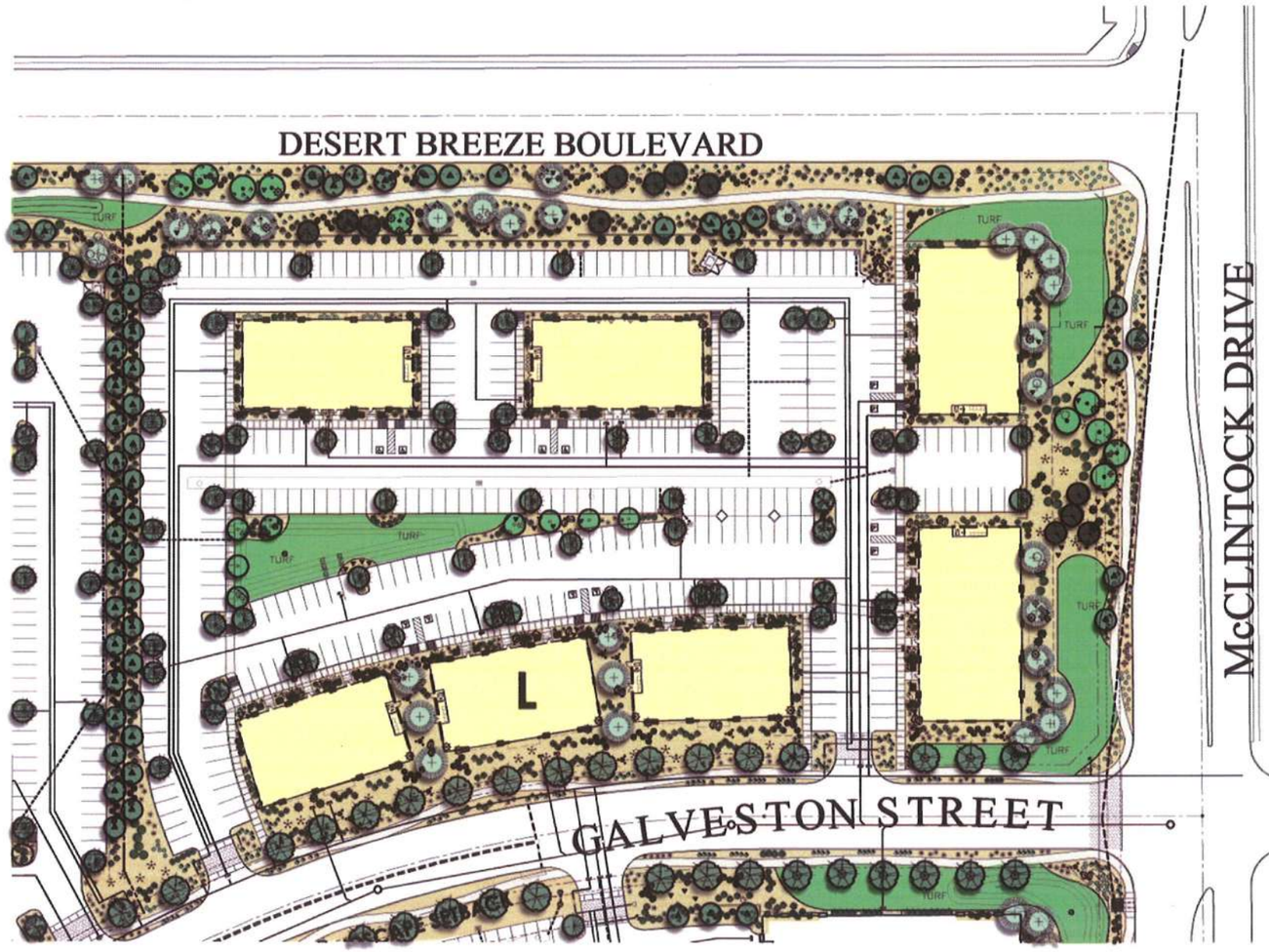
EAST ELEVATION - BUILDING L2

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

LANDSCAPE LEGEND

		HEIGHT	WIDTH	CALIPER
	CERCIDIUM FLORDIDUM BLUE PALO VERDE 24" BOX	6.0	2.0	0.75
	CERCIDIUM PRAECOX PALO BREA 24" BOX	7.0	4.0	1.50
	PROSOPIS CHILENSIS CHILEAN MESQUITE (THORNLESS) 24" BOX	8.0	4.0	1.50
	ONLEYA TESOTA IRONWOOD 24" BOX	6.0	3.0	1.25
	ACAICA STENOPHYLLA SHOESTRING ACACIA 36" BOX	13.0	6.0	2.50
	ACAICA STENOPHYLLA SHOESTRING ACACIA 15 GALLON	7.0	2.5	0.75
	PROPOSED SALVAGED TREE FROM FUTURE PLANT INVENTORY	VARIES		VARIES
	WASHINGTONIA ROBUSTA MEXICAN FAN PALM 20' TRUNK FT (SKINNED)	20.0		

- RUELLIA PENINSUALRIS, BAJA RUELLA, 5 GALLON
- NERIUM OLENDER 'PETITE PINK', PETITE PINK, 5 GALLON
- LEUCOPHYLLUM FRUTESCENS 'GREEN CLOUD SAGE', 5 GALLON
- LEUCOPHYLLUM CANDIDUM, SILVER CLOUD SAGE, 5 GALLON
- LANTANA MONTEVIDENSIS 'GOLD MOUND', 1 GALLON
- LANTANA MONTEVIDENSIS 'TRAILING PURPLE', 1 GALLON
- DALEA GREGGII, TRAILING DALEA, 1 GALLON
- 1/2" MINUS WALKER BUTTE 'RED' DECOMPOSED GRANITE, 2" DEPTH IN ALL LANDSCAPE AREAS
- AGAVE WEBERII, AGAVE, 5 GALLON
- HESPERALOE PARVIFLORA, RED YUCCA, 5 GALLON
- CAESALPINIA MEXICANA, MEXICAN BIRD OF PARADISE, 5 GALLON
- ACAICA REDOLENS, DESERT CARPET, 5 GALLON
- AMBROSIA DELTOIDEA, BURSAGE, 5 GALLON
- BAILEYA MULTIRADIATA, DESERT MARIGOLD, 1 GALLON
- ENCELIA FARINOSA, BRITTLE BUSH, 5 GALLON
- JUSTICIA CALIFORNICA, CHUPAROSA, 5 GALLON
- LARREA TRIDENTATA, CREOSOTE BUSH, 5 GALLON
- VERBENA RIGIADA, SANDPAPER VERBENA, 1 GALLON
- YUCCA BACCATA, BANANA YUCCA, 5 GALLON
- MID-IRON TURF, TURF SOD
- 3'x3'x3' SURFACE SELECT GRANITE BOULDER, MINIMUM 2000lbs EACH
- 6" EXTRUDED CURB, CONCRETE HEADER, SEE DETAIL
- SAGUARO, SAGUARO, 3 ARM MIN.



NORTH

LANDSCAPE PLAN BUILDING'S L

SCALE: 1" = 40'-0"

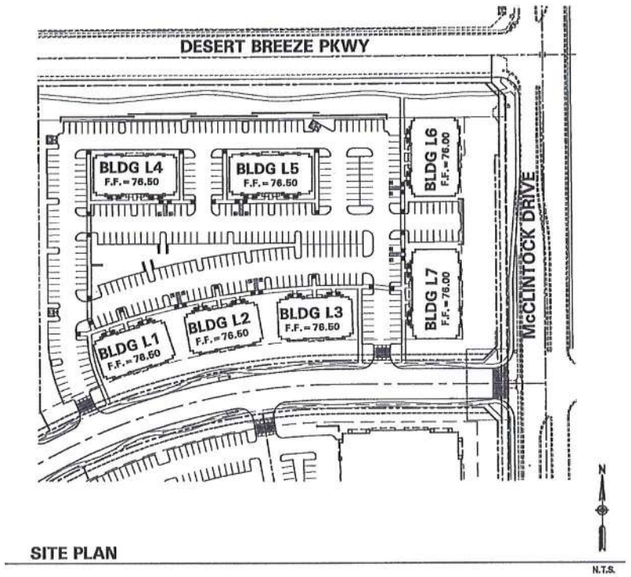
T.J. McQUEEN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
SITE PLANNING
1121 East Missouri Ave., Suite 218
Phoenix, Arizona 85014
(E-MAIL) timmcqueen@qwest.net
(602) 265-0320
FAX 265-6519

COVER SHEET
FOR BUILDINGS L1 THRU L7
FOR
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DRIVE
CHANDLER, ARIZONA

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

SHEET INDEX

COVER SHEET C1
CONCEPT GRADING AND DRAINAGE PLAN C2
CONCEPT UTILITY PLAN C3



SITE PLAN

N.T.S.



VICINITY MAP

N.T.S.

DEVELOPER/OWNER
LGE CORPORATION
740 N. 52ND STREET SUITE 200
PHOENIX, ARIZONA 85008
PHONE: (602) 966-4001
FAX: (602) 966-9001
CONTACT: FRANK PETTIT

ARCHITECT
PATRICK HAYES ARCHITECTS
15849 N. 71ST STREET SUITE 200
SCOTTSDALE, ARIZONA 85254
PHONE: (480) 556-9000
FAX: (480) 556-9490
CONTACT: TIM THIELKE

CIVIL ENGINEER
HUNTER ENGINEERING, P.C.
8283 N. HAYDEN ROAD SUITE 275
SCOTTSDALE, ARIZONA 85258
PHONE: (480) 991-3985
FAX: (480) 991-3988
CONTACT: JEFF HUNTER

NO.	DATE	REVISION	BY

PURPOSE:

DESIGN BY: CRW
DRAWN BY: RJM
CHECKED BY: LMT

HUNTER ENGINEERING
CIVIL AND SURVEY
8283 N. HAYDEN RD. SUITE 275
SCOTTSDALE, AZ 85258
(480) 991-3985
FAX (480) 991-3988

52104
JEFFREY W. TALBOTT

COVER SHEET
FOR BUILDINGS L1 THRU L7
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DR
CHANDLER, ARIZONA

THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

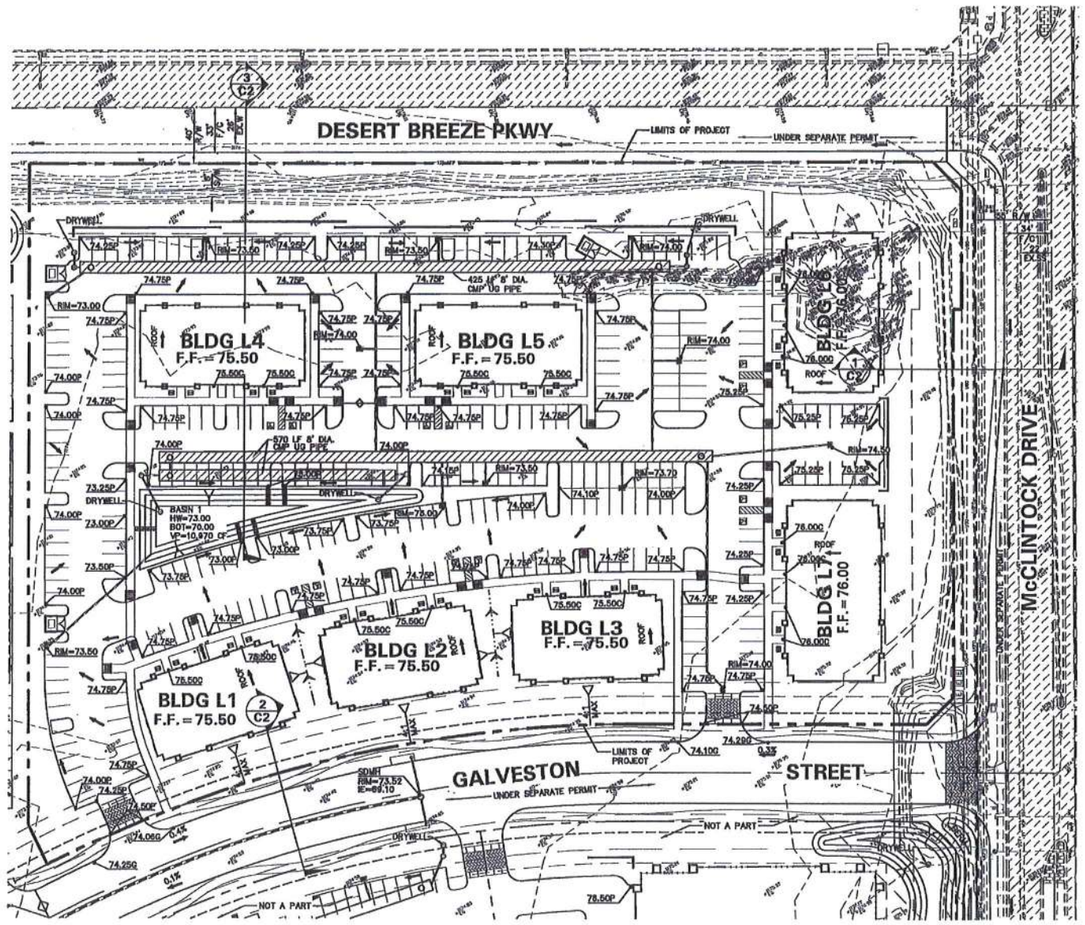
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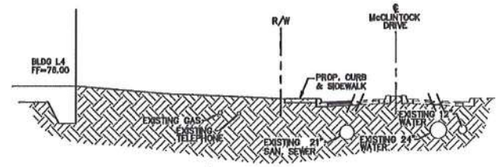
SCALE: N.T.S.

SHEET: C1 OF 3

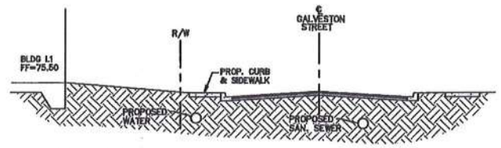
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CONCEPTUAL GRADING & DRAINAGE PLAN
BUILDINGS L1 THRU L7
CHANDLER CORPORATE CENTER

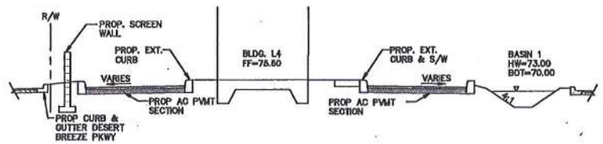




1 TYPICAL SECTION N.T.S.



2 TYPICAL SECTION N.T.S.



3 TYPICAL SECTION N.T.S.

RETENTION SUMMARY

RETENTION REQUIRED
SITE AREA — 6.52 ACRES
CITY OF CHANDLER FORMULA
V=D/12*A*C*1.1 D=2.6

RETENTION REQUIRED=
(2.6/12)(6.52)(43560)(0.9)(1.1)=50,917 CU.FT.

RETENTION PROVIDED

BASIN 1	10,970 CU.FT.
UNDERGROUND RETENTION	49,989 CU.FT.
UNDERGROUND TOTAL	60,959 CU.FT.

TOTALS

TOTAL RETENTION REQUIRED	50,917 CU.FT.
TOTAL RETENTION PROVIDED	60,959 CU.FT.
EXCESS	42 CU.FT.

LEGEND

- PROPOSED GRADE BREAK
- PROPOSED STORM LINE
- PROPOSED CATCH BASIN
- 78.00P PROPOSED SPOT ELEVATION
- PROPOSED FLOW ARROW
- SECTION CALLOUT

NO.	DATE	REVISION	BY

PURPOSE:

DESIGN BY: CRW
DRAWN BY: RJM
CHECKED BY: LMT

HUNTER ENGINEERING
CIVIL AND SURVEY
8255 N. HAYDEN RD. SUITE 275
SCOTTSDALE, AZ. 85258
T 480 991 3985
F 480 991 3986

42104 LARRY M. TALBOTT

CONCEPTUAL GRADING & DRAINAGE
BUILDINGS L1 THRU L7
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DR
CHANDLER, ARIZONA

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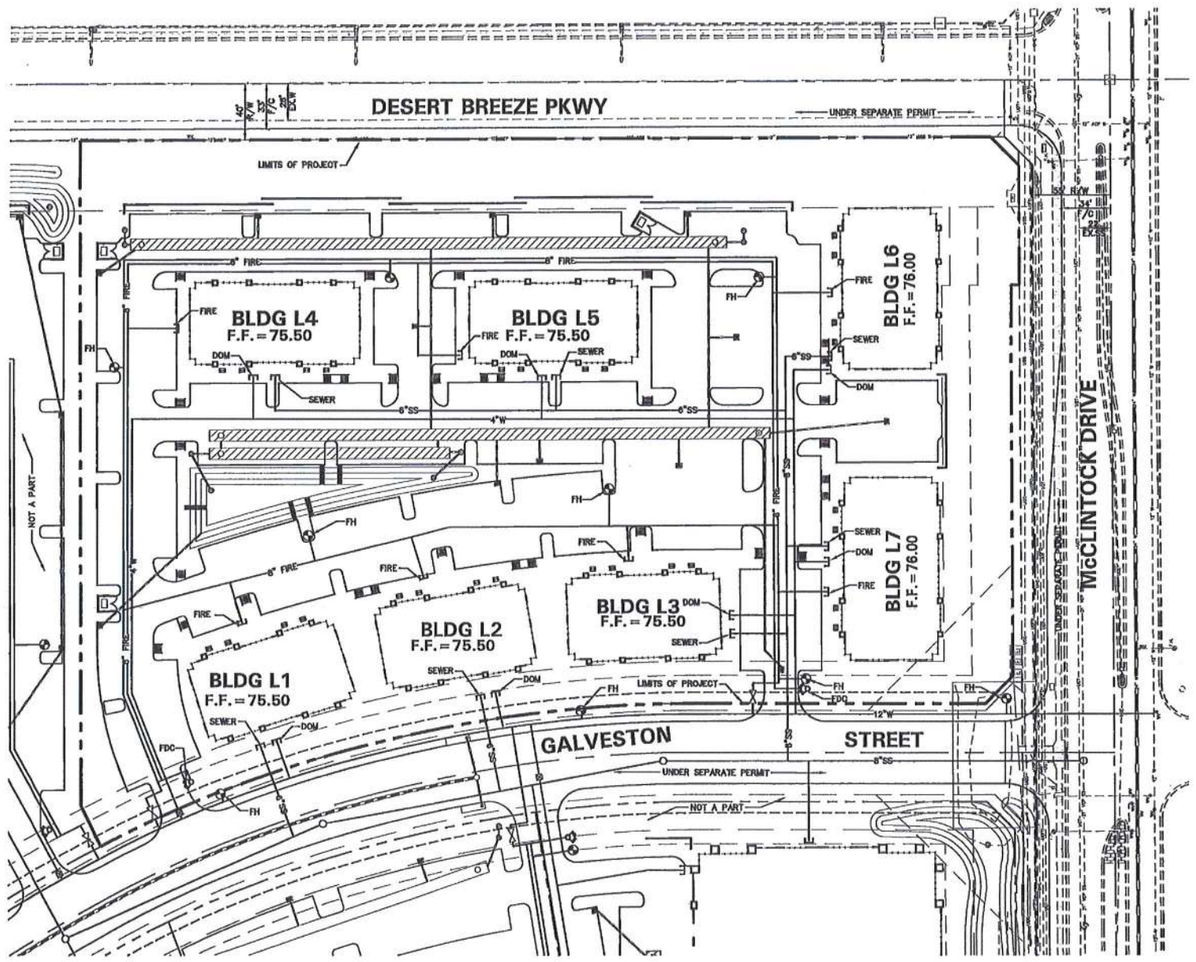
HE JOB NO.: LGEC040

SCALE 1"=40'

SHEET C2 OF 3

C.O.C. LOG NO. PPT 05-0010

CONCEPTUAL UTILITY PLAN
BUILDINGS L1 THRU L7
NWC CHANDLER BLVD & MCCLINTOCK DRIVE



0 40 80
SCALE: 1"=40'

LEGEND

W	PROPOSED WATER MAIN
SS	PROPOSED SEWER MAIN
	PROPOSED FIRE HYDRANT
	PROPOSED BACKFLOW PREVENTER
	PROPOSED FIRE DEPARTMENT CONNECTION

NOTE

1.) ON-SITE FIRE AND DOMESTIC WATER SERVICES ARE SUBJECT TO CHANGE DURING FINAL SITE DESIGN AND DEVELOPMENT.
2.) MINIMUM DESIGN SEWER SLOPE SHALL BE 0.0038 FT/FT FOR PUBLIC 8" SANITARY SEWER LINES IN ORDER TO SERVICE THIS DEVLOPMENT.

NO.	DATE	REVISION	BY

PURPOSE:

DESIGN BY: CRW
DRAWN BY: RJM
CHECKED BY: LMT

HUNTER ENGINEERING
CIVIL AND SURVEY
8283 N. HAYDEN RD. SUITE 275
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

REGISTERED PROFESSIONAL ENGINEER
CERTIFICATE NO.
42104
LARRY M. TALBOTT

CONCEPT UTILITY PLAN
BLDGS L1 THRU L7
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DR
CHANDLER, ARIZONA

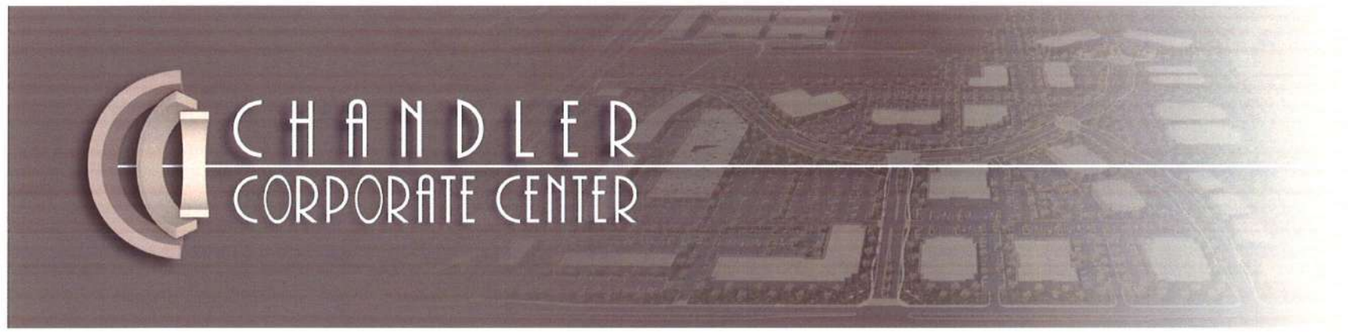
THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

HE JOB NO.: LGEC040

SCALE 1"=40'

SHEET C3 OF 3

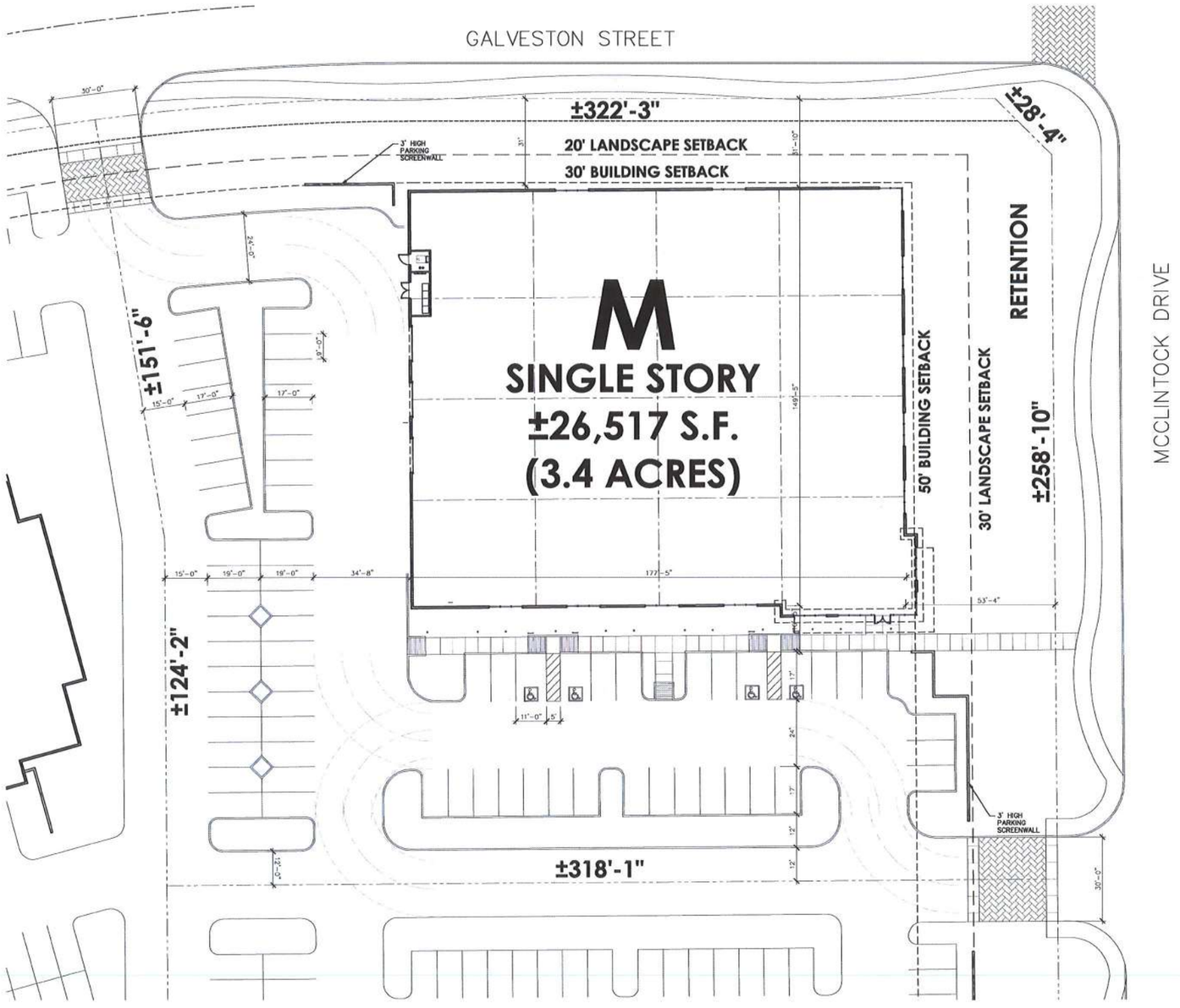
C.O.C. LOG NO. PPT 05-0010



XII. Industrial/ Warehouse PDP



THE INFORMATION REPRESENTED WITHIN THIS DOCUMENT IS BASED UPON CONCEPTUAL INFORMATION. ALL CALCULATIONS AND DATA ARE APPROXIMATE AND SUBJECT TO CHANGE. THIS DOCUMENT IS AN INSTRUMENT OF PROFESSIONAL SERVICE AND IS THE PROPERTY OF PATRICK HAYES ARCHITECTURE AND SHALL REMAIN SUCH PROPERTY. THE INFORMATION CONTAINED HEREIN IS INCOMPLETE UNLESS USED IN CONJUNCTION WITH PATRICK HAYES ARCHITECTURE'S INTERPRETATIONS, DECISIONS, OBSERVATIONS AND ANNOTATIONS AND SHALL BE RESTRICTED TO THE GIVEN SITE FOR WHICH IT WAS PREPARED. USE OR REPRODUCTION OF THESE DOCUMENTS IN WHOLE OR IN PART, WITHOUT THE WRITTEN CONSENT OF PATRICK HAYES ARCHITECTURE, IS IN VIOLATION OF COMMON LAW, COPYRIGHTS, STATUTORY AND OTHER RESERVED RIGHTS. REFER TO ACT 17 U.S.C. PAR. 511 (1991), WHICH PREEMPTS STATE AND LOCAL PUBLIC RECORDS ACT. REFER TO ACT 17 U.S.C. PAR. 201 (1991)



N

SCHEMATIC SITE PLAN - BUILDING M

SCALE: 1"=20'-0"

5' 20' 80'

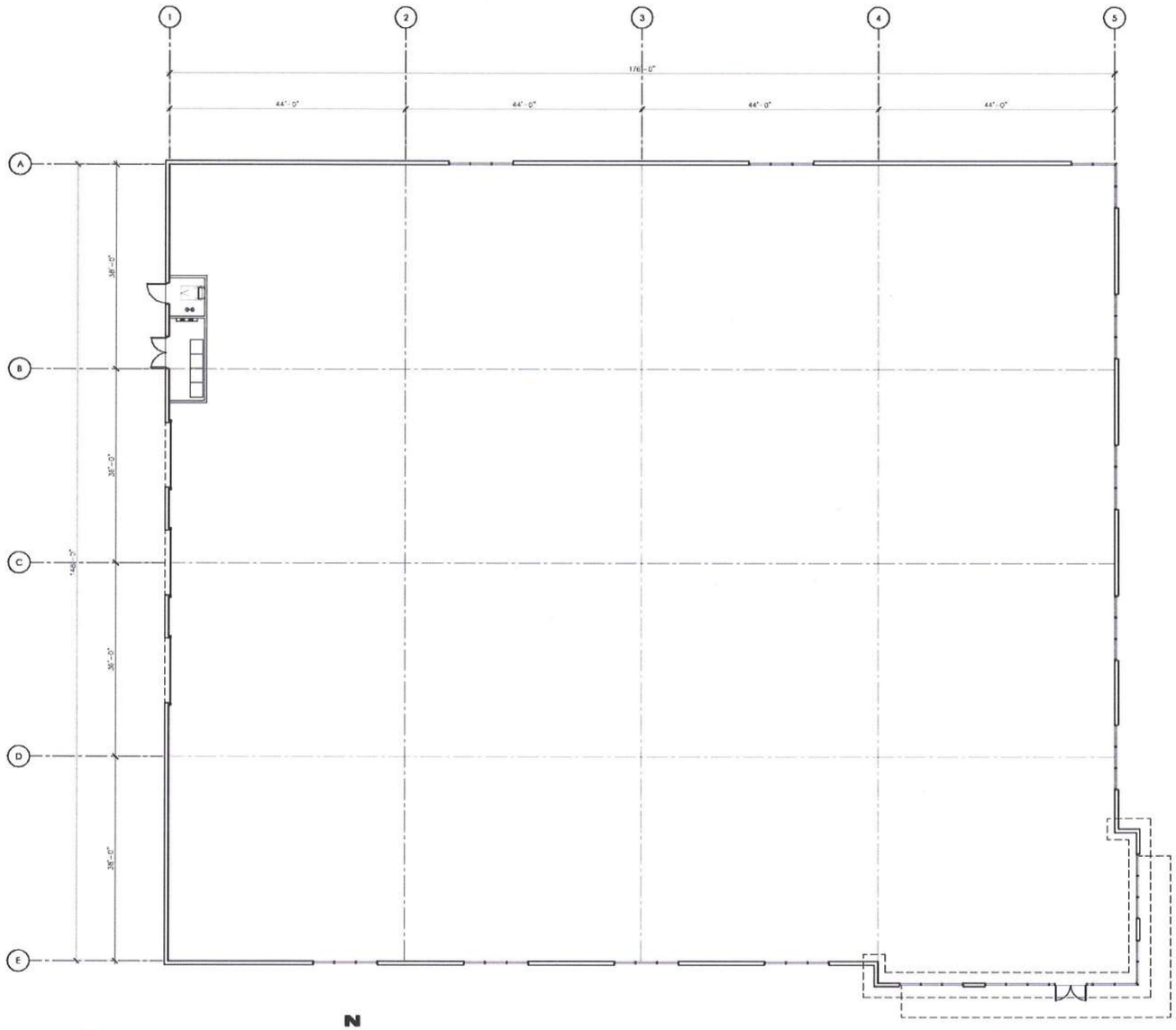
CHANDLER CORPORATE CENTER

PHArchitecture
Patrick Hayes Architecture

RRS & Company

LGE DESIGN BUILD

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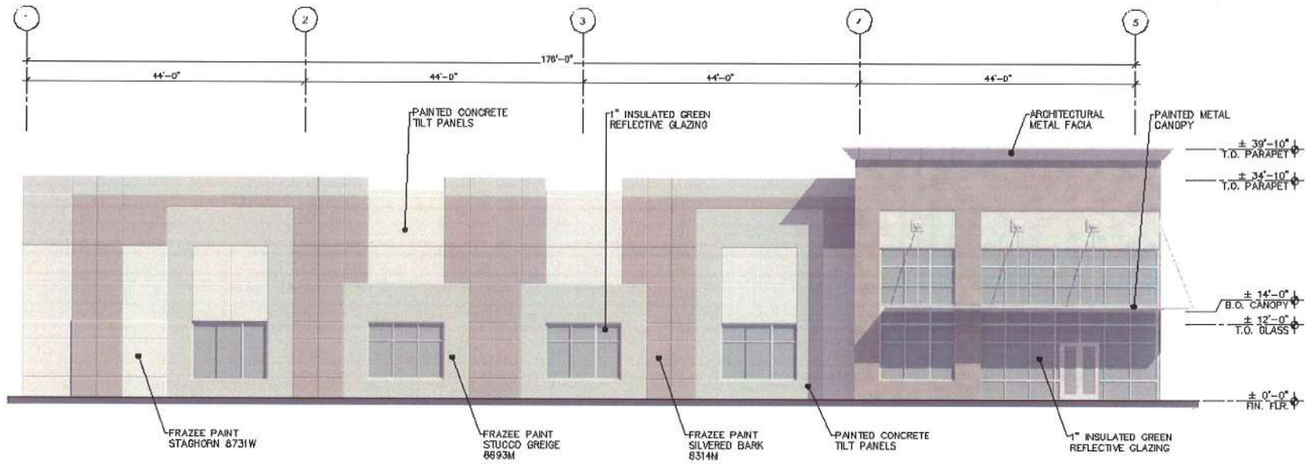


N
NORTH

SCHEMATIC FLOOR PLAN - BUILDING 'M'

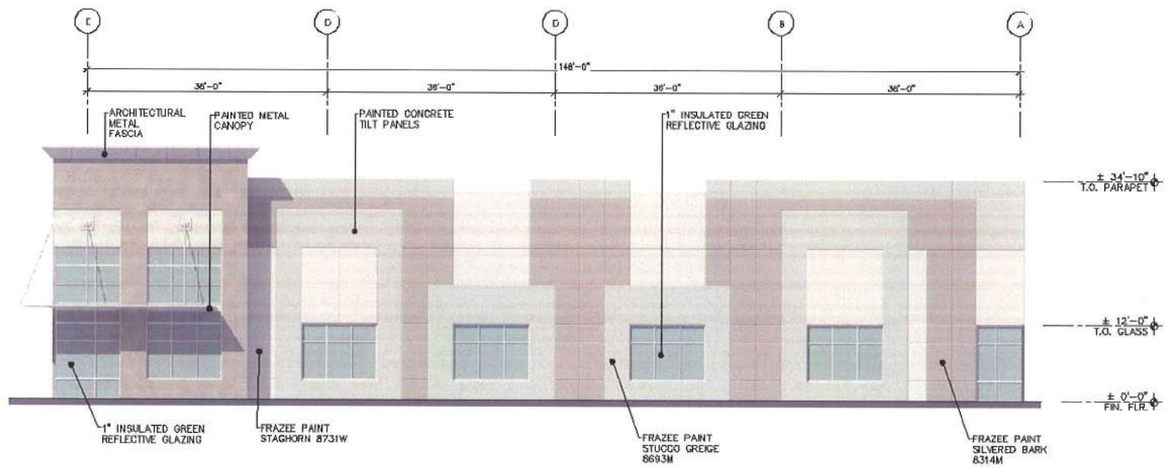
3/32" = 1'-0"

THE INFORMATION REPRESENTED WITHIN THIS DOCUMENT IS BASED UPON CONCEPTUAL INFORMATION. ALL CALCULATIONS AND DATA ARE APPROXIMATE AND SUBJECT TO CHANGE. THIS DOCUMENT IS AN INSTRUMENT OF PROFESSIONAL SERVICE AND IS THE PROPERTY OF PATRICK HAYES ARCHITECTURE AND SHALL REMAIN THEIR PROPERTY. THE INFORMATION CONTAINED HEREIN IS INCOMPLETE UNLESS USED IN CONJUNCTION WITH PATRICK HAYES ARCHITECTURE'S INTERPRETATIONS, DECISIONS, OBSERVATIONS AND ADMONITIONS AND SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH IT WAS PREPARED. USE OR REPRESENTATION OF THESE DRAWINGS IN WHOLE OR IN PART, WITHOUT THE WRITTEN CONSENT OF PATRICK HAYES ARCHITECTURE, IS IN VIOLATION OF COMMON LAW, COPYRIGHTS, STATUTORY AND OTHER RESERVED RIGHTS. REFER TO ACT 17 U.S.C. PAR. 101 (1990) WHICH PREMPTS STATE AND LOCAL PUBLIC RECORDS ACT. REFER TO ACT 17 U.S.C. PAR. 20



SOUTH ELEVATION - BUILDING M

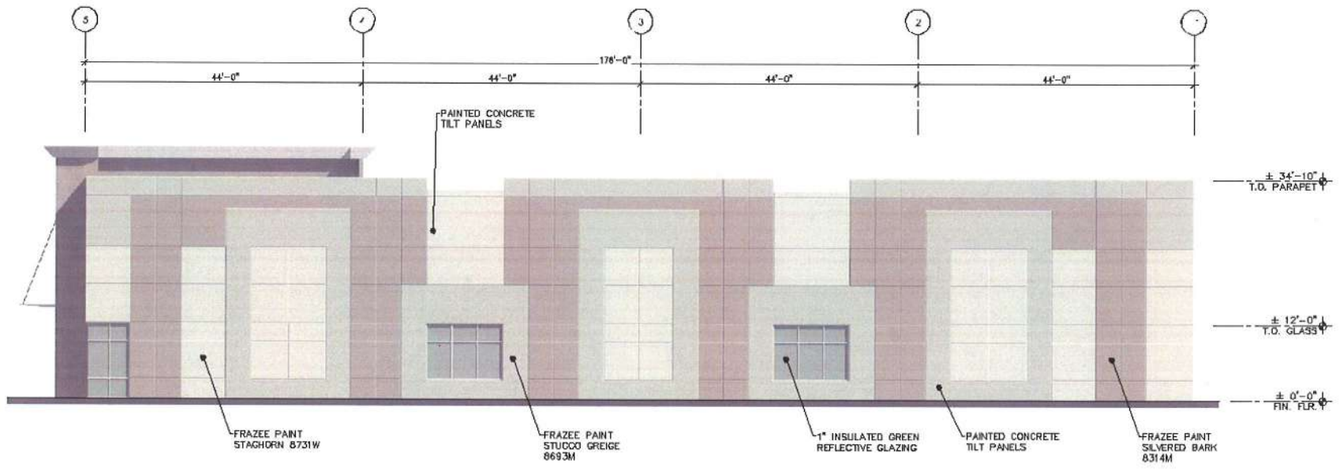
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EAST ELEVATION - BUILDING M

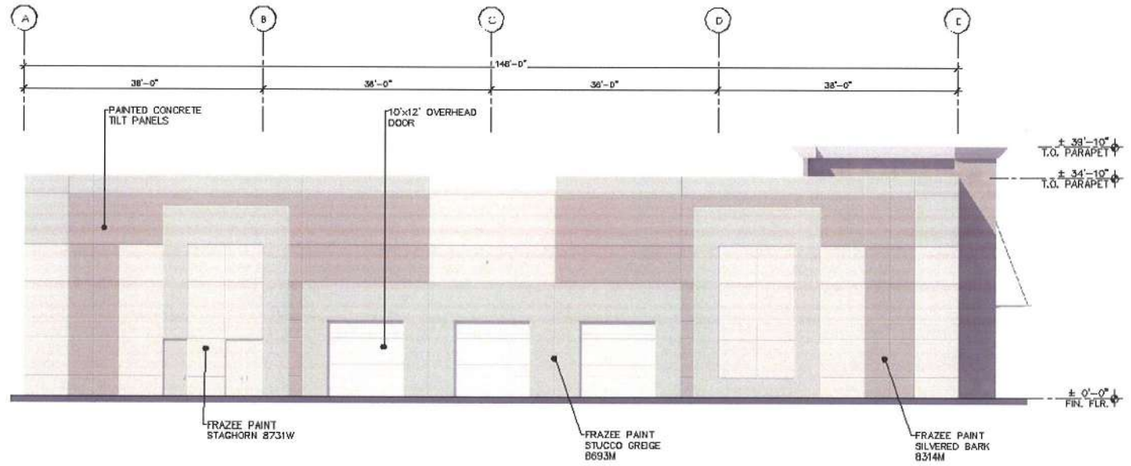
SCALE: 3/32"=1'-0"

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NORTH ELEVATION - BUILDING M

SCALE: 3/32"=1'-0"



WEST ELEVATION - BUILDING M

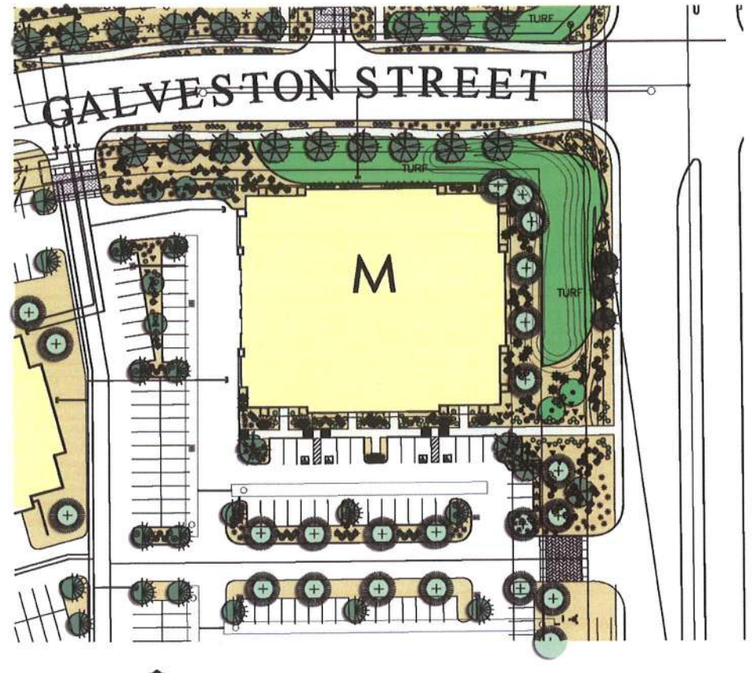
SCALE: 3/32"=1'-0"

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LANDSCAPE LEGEND

	HEIGHT	WIDTH	CALIPER
CERCIDIUM FLORIDIUM BLUE PALO VERDE 24" BOX	6.0	2.0	0.75
CERCIDIUM PRAECOX PALO BREA 24" BOX	7.0	4.0	1.50
PROSOPIS CHILENSIS CHILEAN MESQUITE (THORNLESS) 24" BOX	8.0	4.0	1.50
ONLEYA TESOTA IRONWOOD 24" BOX	6.0	3.0	1.25
ACAICA STENOPHYLLA SHOESTRING ACACIA 36" BOX	13.0	6.0	2.50
ACAICA STENOPHYLLA SHOESTRING ACACIA 15 GALLON	7.0	2.5	0.75
PROPOSED SALVAGED TREE FROM FUTURE PLANT INVENTORY	VARIES		VARIES
WASHINGTONIA ROBUSTA MEXICAN FAN PALM 20' TRUNK FT (SKINNED)	20.0		

- RUELLIA PENINSUALRIS
BAJA RUELLA
5 GALLON
- NERIUM OLENDER 'PETITE PINK'
PETITE PINK
5 GALLON
- LEUCOPHYLLUM FRUTESCENS
'GREEN CLOUD SAGE'
5 GALLON
- LEUCOPHYLLUM CANDIDUM
SILVER CLOUD SAGE
5 GALLON
- LANTANA MONTEVIDENSIS
'GOLD MOUND'
1 GALLON
- LANTANA MONTEVIDENSIS
'TRAILING PURPLE'
1 GALLON
- DALEA GREGGII
TRAILING DALEA
1 GALLON
- 1/2" MINUS WALKER BUTTE 'RED'
DECOMPOSED GRANITE
2" DEPTH IN ALL LANDSCAPE AREAS
- AGAVE WEBERII
AGAVE
5 GALLON
- HESPERALOE PARVIFLORA
RED YUCCA
5 GALLON
- CAESALPINIA MEXICANA
MEXICAN BIRD OF PARADISE
5 GALLON
- ACAICA REDOLENS
DESERT CARPET
5 GALLON
- AMBROSIA DELTOIDEA
BURSAGE
5 GALLON
- BAILEYA MULTIRADIATA
DESERT MARIGOLD
1 GALLON
- ENCELIA FARINOSA
BRITTLE BUSH
5 GALLON
- JUSTICIA CALIFORNICA
CHUPAROSA
5 GALLON
- LARREA TRIDENTATA
CREOSOTE BUSH
5 GALLON
- VERBENA RIGIADA
SANDPAPER VERBENA
1 GALLON
- YUCCA BACCATA
BANANA YUCCA
5 GALLON
- MID-IRON
TURF TURF
SOD
- 3'x3'x3' SURFACE SELECT
GRANITE BOULDER
MINIMUM 2000lbs EACH
- 6" EXTRUDED CURB
CONCRETE HEADER
SEE DETAIL
- SAGUARO
SAGUARO
3 ARM MIN.



LANDSCAPE PLAN BUILDING M

SCALE: 1" = 30'-0"

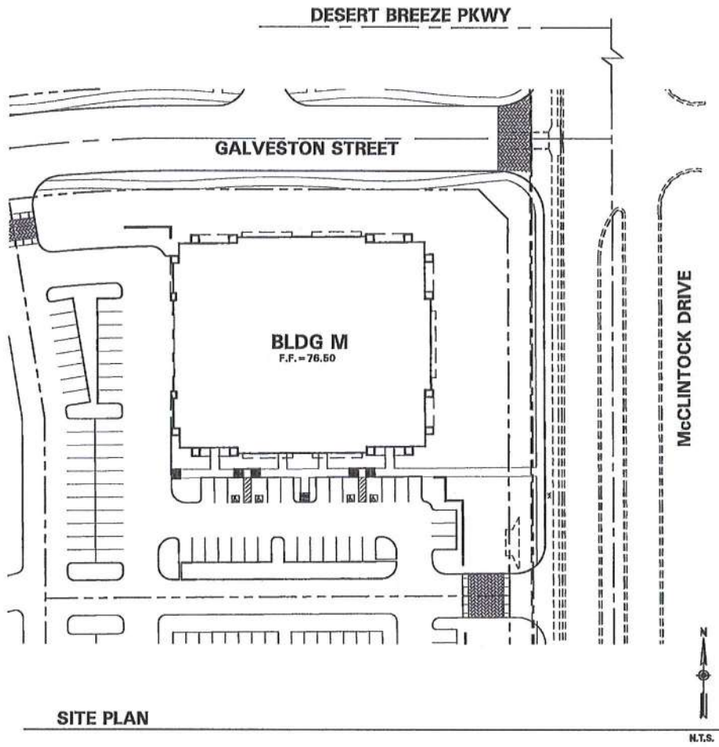
T.J. McQUEEN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
SITE PLANNING
1121 East Missouri Ave., Suite 218
Phoenix, Arizona 85014
(E-MAIL) tjmmcqueen@mlo.net
(602) 265-0320
FAX 265-6619

COVER SHEET
FOR BUILDING M
FOR
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DRIVE
CHANDLER, ARIZONA

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

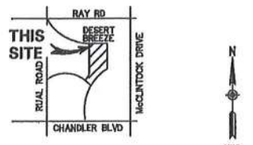
SHEET INDEX

COVER SHEET.....C1
CONCEPT GRADING AND DRAINAGE PLAN.....C2
CONCEPT UTILITY PLAN.....C3



SITE PLAN

N.T.S.



VICINITY MAP

N.T.S.

DEVELOPER/OWNER

LGE CORPORATION
740 N. 52ND STREET SUITE 200
PHOENIX, ARIZONA 85008
PHONE: (602) 966-4001
FAX: (602) 966-9001
CONTACT: FRANK PETTIT

ARCHITECT

PATRICK HAYES ARCHITECTS
15849 N. 71ST STREET SUITE 200
SCOTTSDALE, ARIZONA 85254
PHONE: (480) 556-9000
FAX: (480) 556-9490
CONTACT: TIM THIELKE

CIVIL ENGINEER

HUNTER ENGINEERING, P.C.
8283 N. HAYDEN ROAD SUITE 275
SCOTTSDALE, ARIZONA 85258
PHONE: (480) 991-3985
FAX: (480) 991-3986
CONTACT: JEFF HUNTER

NO. | DATE | REVISION | BY
PURPOSE:

DESIGN BY: CRW
DRAWN BY: RJM
CHECKED BY: LMT

HUNTER ENGINEERING
CIVIL AND SURVEY
8283 N. HAYDEN RD., SUITE 275
SCOTTSDALE, AZ 85258
PHONE 480 991 3985
FAX 480 991 3986

33249 JEFF M. HUNTER

COVER SHEET
FOR BUILDING M
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DR
CHANDLER, ARIZONA

THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

HE JOB NO.: LGEC040

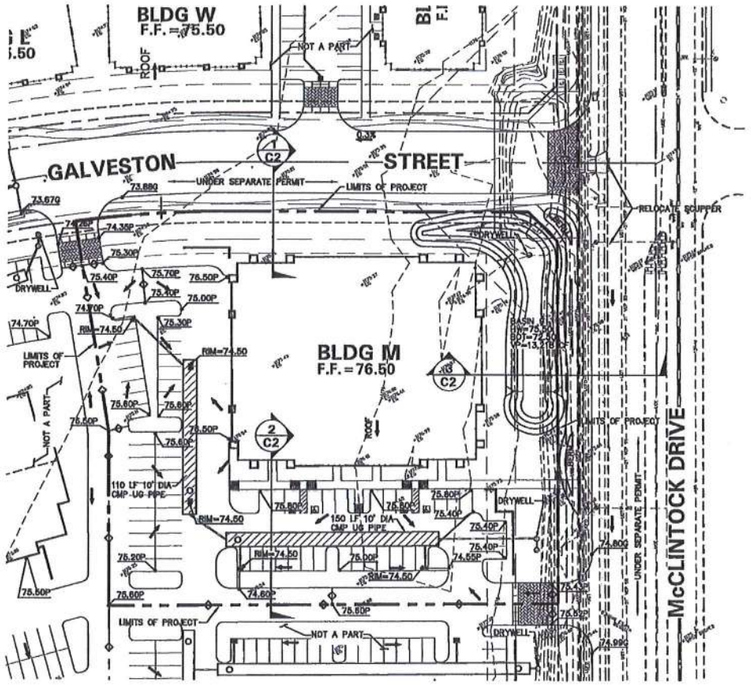
SCALE: N.T.S.

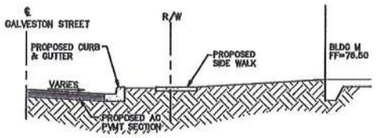
SHEET: C1 OF 3

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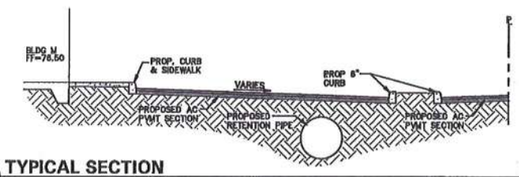
C.O.C. LOG NO. PPT 05-0010

CONCEPTUAL GRADING & DRAINAGE PLAN
BUILDING M
CHANDLER CORPORATE CENTER

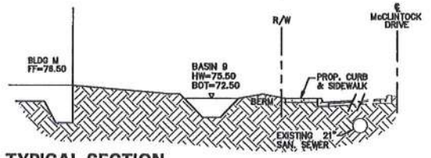




1 TYPICAL SECTION N.T.S.



2 TYPICAL SECTION N.T.S.



3 TYPICAL SECTION N.T.S.

RETENTION SUMMARY

RETENTION REQUIRED
SITE AREA — 2.18
CITY OF CHANDLER FORMULA
Vr=D/12*A*C*1.1 D=2.6

RETENTION REQUIRED=
(2.6/12)(2.18)(43560)(0.9)(1.1)=20,182 CU.FT.

RETENTION PROVIDED
UNDERGROUND RETENTION — 20,420 CU.FT.
UNDERGROUND TOTAL — 20,420 CU.FT.
BASIN 9 (OFFSITE RETENTION)

TOTALS
TOTAL RETENTION REQUIRED — 20,182 CU.FT.
TOTAL RETENTION PROVIDED — 20,420 CU.FT.
EXCESS — 238 CU.FT.

LEGEND

PROPOSED GRADE BREAK
PROPOSED STORM LINE
PROPOSED CATCH BASIN
75.00P PROPOSED SPOT ELEVATION
PROPOSED FLOW ARROW
SECTION CALLOUT

0 40 80
SCALE: 1"=40'

NO.	DATE	REVISION	BY

PURPOSE

DESIGN BY: CRW
DRAWN BY: RJM
CHECKED BY: LMT

HUNTER ENGINEERING
CIVIL AND SURVEY
8283 N. HAYDEN RD. SUITE 275
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

EXPIRES 3/31/06
35849
CERTIFICATE
REGISTERED PROFESSIONAL ENGINEER
CLIFFORD E. HUNTER
STATE OF ARIZONA

CONCEPTUAL GRADING & DRAINAGE PLAN
BUILDING M
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DR
CHANDLER, ARIZONA

THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

HE JOB NO.: LGEC040

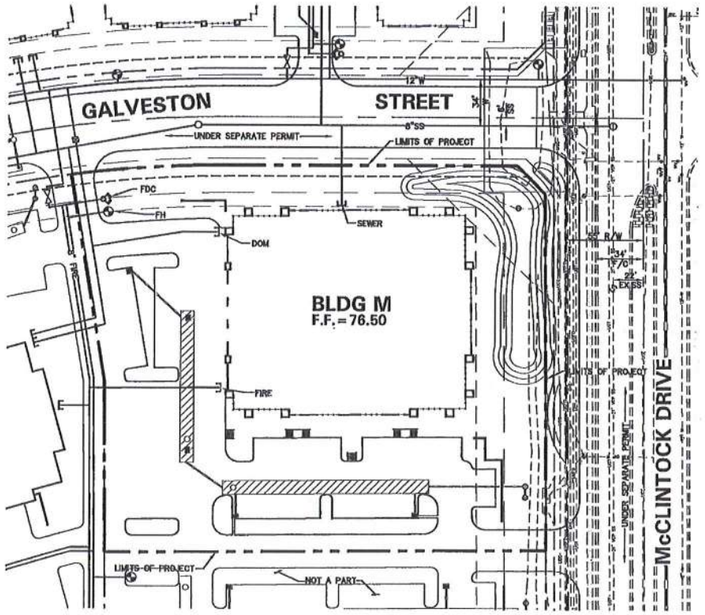
SCALE 1"=40'

SHEET C2 OF 3

G:\LGEC040\concept\bldg_M\LGE4SD-C2.dwg, 8/30/2005 7:07:27 AM, REI

C.O.C. LOG NO. PPT 05-0010

CONCEPTUAL UTILITY PLAN
BUILDING M
CHANDLER CORPORATE CENTER



0 40 80
SCALE: 1"=40'

LEGEND

- W — PROPOSED WATER MAIN
- SS — PROPOSED SEWER MAIN
- PROPOSED FIRE HYDRANT
- PROPOSED BACKFLOW PREVENTER
- PROPOSED FIRE DEPARTMENT CONNECTION

NOTE

1.) ON-SITE FIRE AND DOMESTIC WATER SERVICES ARE SUBJECT TO CHANGE DURING FINAL SITE DESIGN AND DEVELOPMENT.
2.) MINIMUM DESIGN SEWER SLOPE SHALL BE 0.0038 FT/FT FOR PUBLIC 8" SANITARY SEWER LINES IN ORDER TO SERVICE THIS DEVLOPMENT.

NO. | DATE | REVISION | BY
PURPOSE:

DESIGN BY: CRW
DRAWN BY: RJM
CHECKED BY: LMT

HUNTER ENGINEERING
CIVIL AND SURVEY
8233 N. HAYDEN RD. SUITE 275
SCOTTSDALE, AZ 85258
T. 480 991 3985
F. 480 991 3986

EXPIRATION DATE 09/30
35249
JOHN A. HUNTER

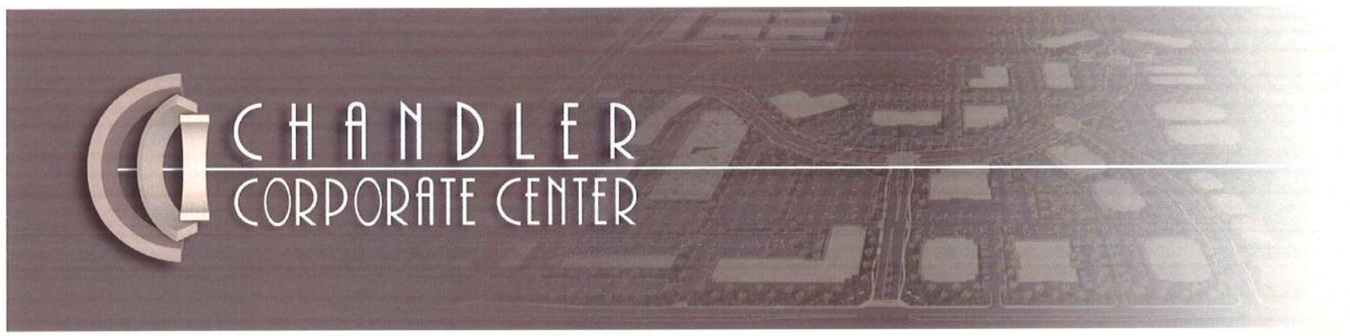
CONCEPT UTILITY PLAN
BUILDING M
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DR
CHANDLER, ARIZONA

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HE JOB NO.: LGEC040
SCALE: 1"=40'
SHEET: C3 OF 3

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C.O.C. LOG NO. PPT 05-0010



XIII. Flex Office PDP

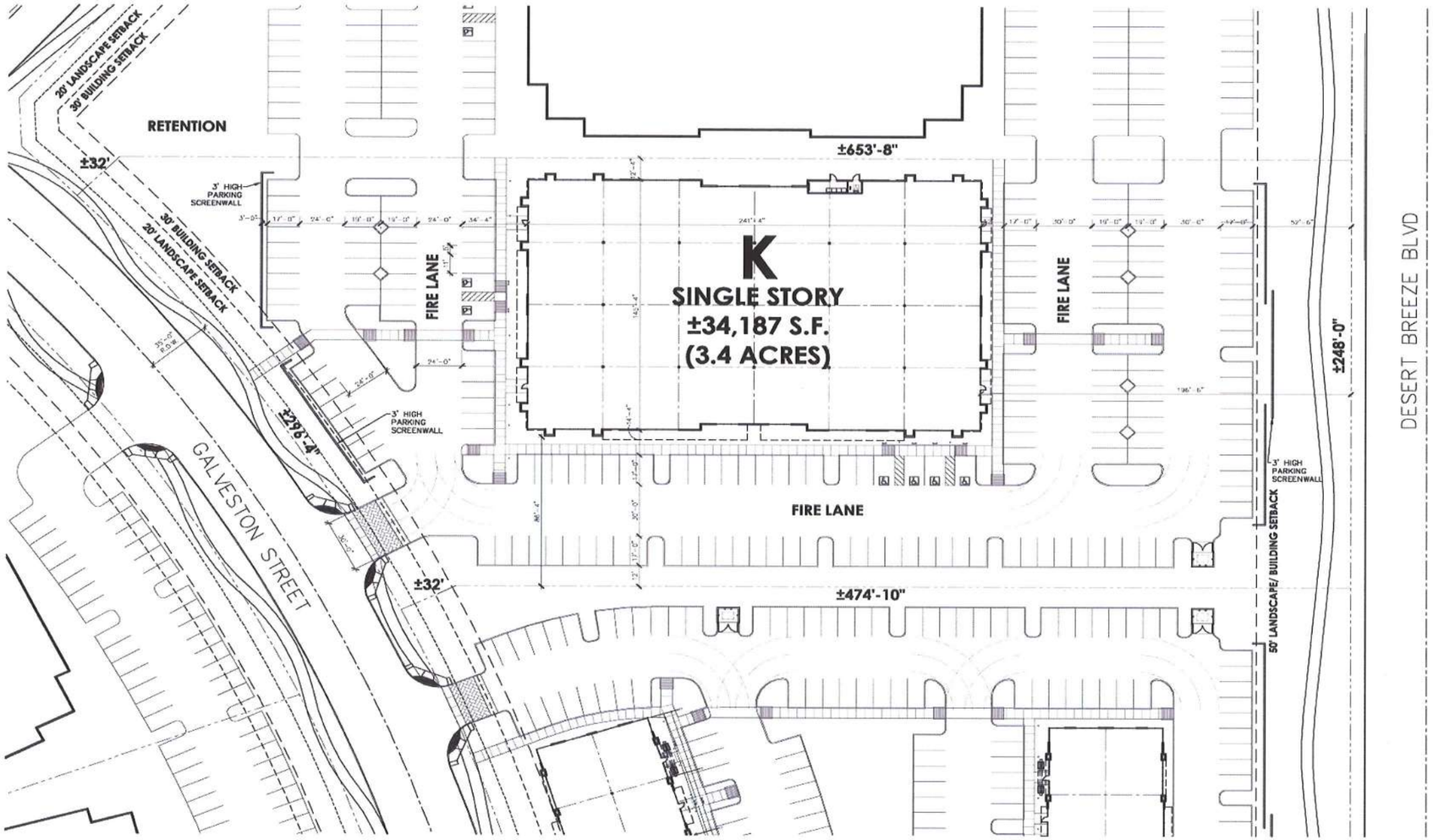


CHANDLER CORPORATE CENTER

All Flex Offices shall be in general conformance with the attached PDP.

PHArchitecture
Patrick Hayes Architecture
RRS & Company
LGE DESIGN BUILD

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SCHEMATIC SITE PLAN - BUILDING K

SCALE: 1"=30'-0"

0' 15' 30' 60' 120'

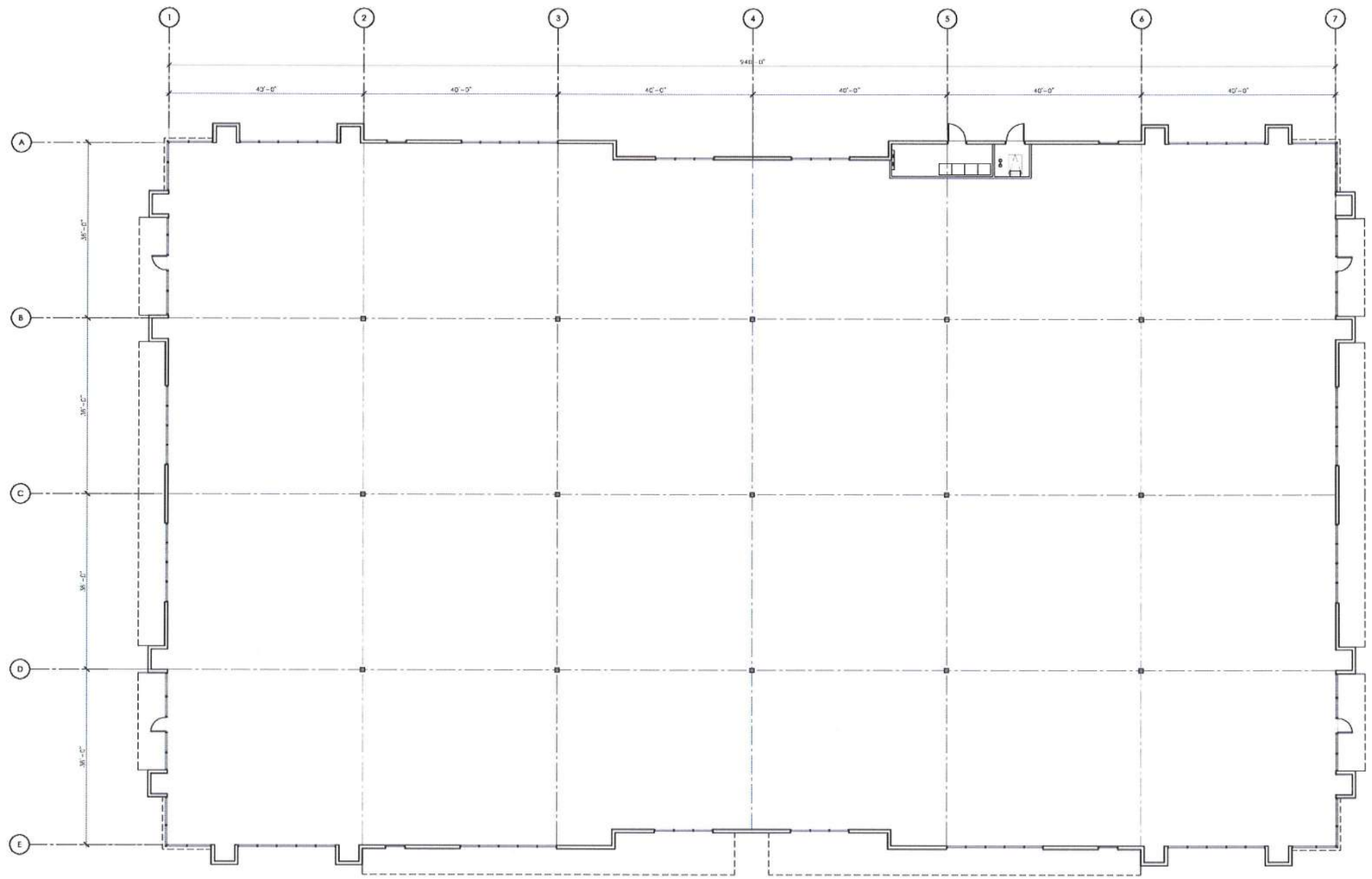
CHANDLER CORPORATE CENTER

PHArchitecture
Patrick Hayes Architecture

RRS & Company

LGE DESIGN BUILD

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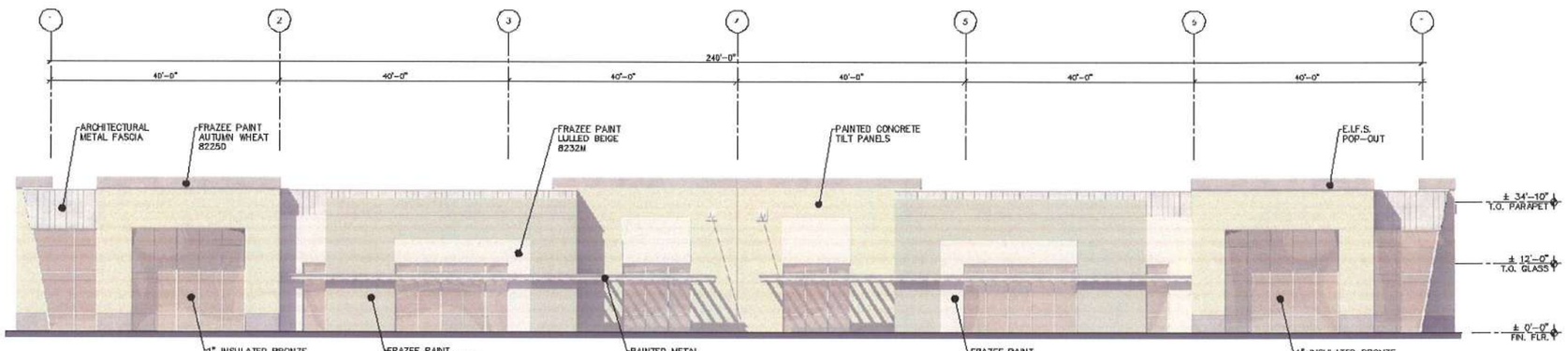


NORTH N

SCHEMATIC FLOOR PLAN - BUILDING 'K'

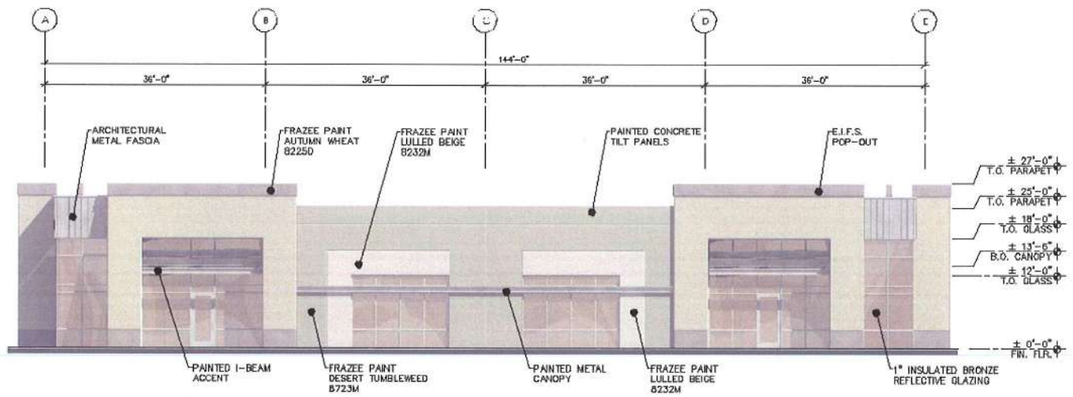
3/32" = 1'-0"

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EAST ELEVATION - BUILDING K

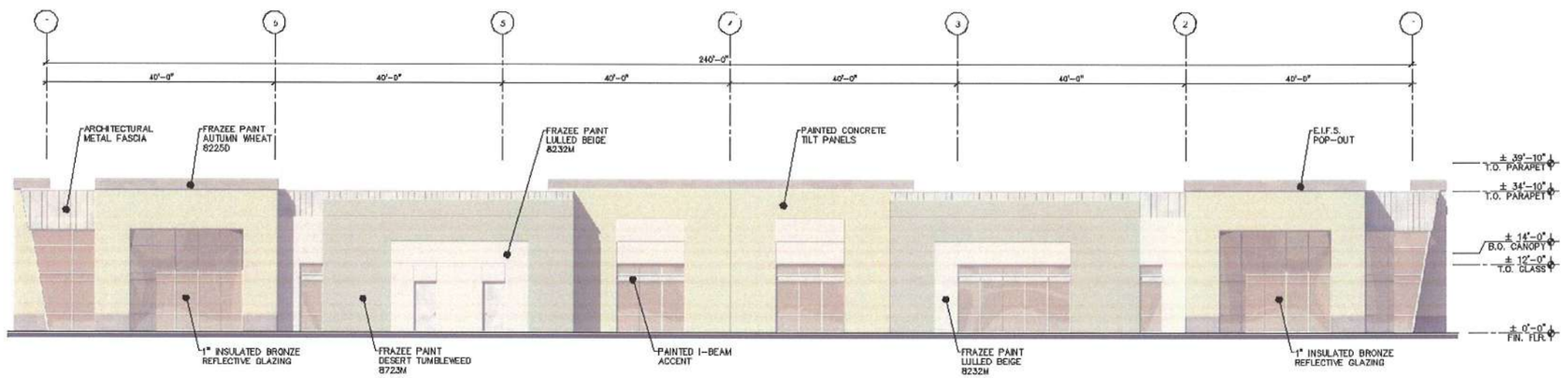
SCALE: 3/32"=1'-0"



SOUTH ELEVATION - BUILDING K

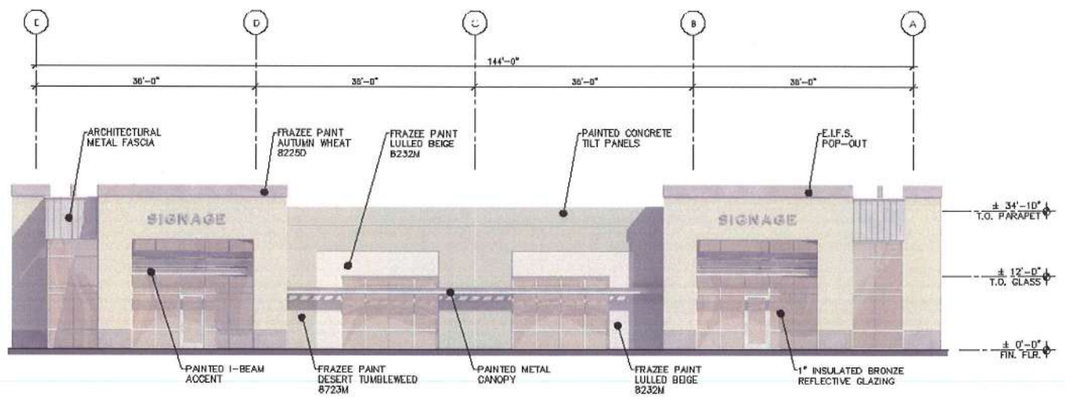
SCALE: 3/32"=1'-0"

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WEST ELEVATION - BUILDING K

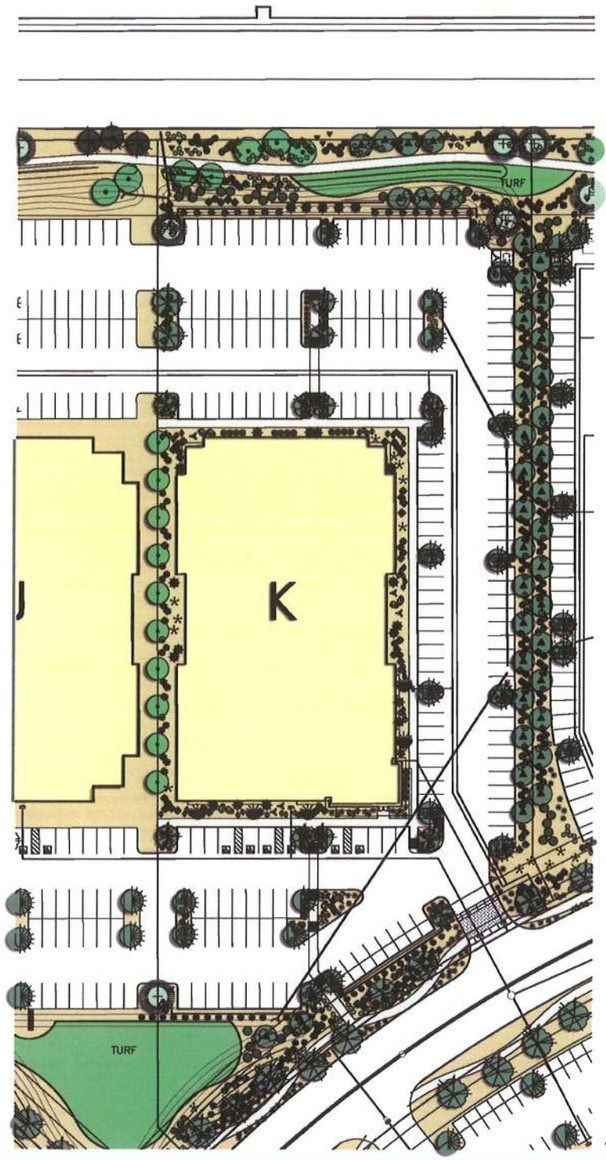
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NORTH ELEVATION - BUILDING K

SCALE: 3/32"=1'-0"

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NORTH

LANDSCAPE PLAN BUILDING K

SCALE: 1" = 40'-0"

LANDSCAPE LEGEND

	HEIGHT	WIDTH	CALIPER
CERCIDIUM FLORIDIUM BLUE PALO VERDE 24" BOX	6.0	2.0	0.75
CERCIDIUM PRAECOX PALO BREA 24" BOX	7.0	4.0	1.50
PROSOPIS CHILENSIS CHILEAN MESQUITE (THORNLESS) 24" BOX	8.0	4.0	1.50
ONLEYA TESOTA IRONWOOD 24" BOX	6.0	3.0	1.25
ACAICA STENOPHYLLA SHOESTRING ACACIA 36" BOX	13.0	6.0	2.50
ACAICA STENOPHYLLA SHOESTRING ACACIA 15 GALLON	7.0	2.5	0.75
PROPOSED SALVAGED TREE FROM FUTURE PLANT INVENTORY	VARIES	VARIES	
WASHINGTONIA ROBUSTA MEXICAN FAN PALM 20' TRUNK FT (SKINNED)	20.0		

- RUELLIA PENINSUALRIS BAJA RUELLA 5 GALLON
- NERIUM OLENDER 'PETITE PINK' PETITE PINK 5 GALLON
- LEUCOPHYLLUM FRUTESCENS 'GREEN CLOUD SAGE' 5 GALLON
- LEUCOPHYLLUM CANDIDUM SILVER CLOUD SAGE 5 GALLON
- LANTANA MONTEVIDENSIS 'GOLD MOUND' 1 GALLON
- LANTANA MONTEVIDENSIS 'TRAILING PURPLE' 1 GALLON
- DALEA GREGGII TRAILING DALEA 1 GALLON
- 1/2" MINUS WALKER BUTTE 'RED' DECOMPOSED GRANITE 2" DEPTH IN ALL LANDSCAPE AREAS
- AGAVE WEBERII AGAVE 5 GALLON
- HESPERALOE PARVIFLORA RED YUCCA 5 GALLON
- CAESALPINIA MEXICANA MEXICAN BIRD OF PARADISE 5 GALLON
- ACAICA REDOLENS DESERT CARPET 5 GALLON
- AMBROSIA DELTOIDEA BURSAGE 5 GALLON
- BAILEYA MULTIRADIATA DESERT MARIGOLD 1 GALLON
- ENCELIA FARINOSA BRITTLE BUSH 5 GALLON
- JUSTICIA CALIFORNICA CHUPAROSA 5 GALLON
- LARREA TRIDENTATA CREOSOTE BUSH 5 GALLON
- VERBENA RIGIADA SANDPAPER VERBENA 1 GALLON
- YUCCA BACCATA BANANA YUCCA 5 GALLON
- MID-IRON TURF TURF SOD
- 3'x3'x3' SURFACE SELECT GRANITE BOULDER MINIMUM 2000lbs EACH
- 6" EXTRUDED CURB CONCRETE HEADER SEE DETAIL
- SAGUARO SAGUARO 3 ARM MIN.

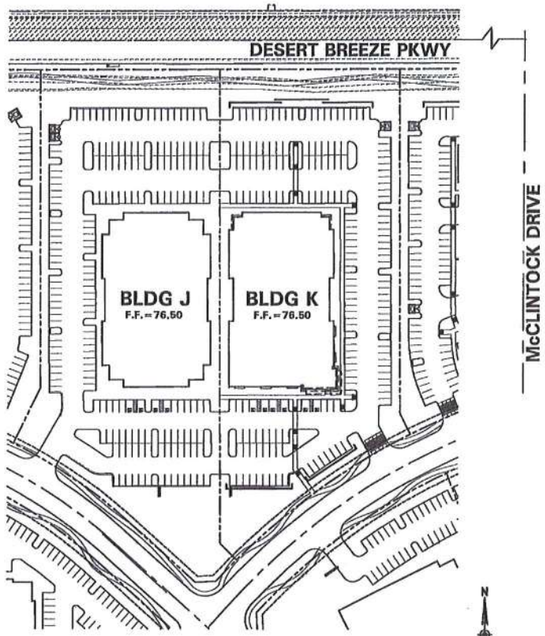
T.J. McQUEEN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
SITE PLANNING
1121 East Missouri Ave., Suite 218
Phoenix, Arizona 85014
(E-MAIL) timmcqueen@tjmla.net
(602) 265-0320
FAX 266-8619

COVER SHEET
FOR BUILDINGS J AND K
FOR
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DRIVE
CHANDLER, ARIZONA

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

SHEET INDEX

COVER SHEET C1
CONCEPT GRADING AND DRAINAGE PLAN C2
CONCEPT UTILITY PLAN C3



SITE PLAN

N.T.S.



VICINITY MAP

N.T.S.

DEVELOPER/OWNER

LGE CORPORATION
740 N. 52ND STREET SUITE 200
PHOENIX, ARIZONA 85008
PHONE: (602) 955-4001
FAX: (602) 955-9001
CONTACT: FRANK PETIT

ARCHITECT

PATRICK HAYES ARCHITECTS
15849 N. 71ST STREET SUITE 200
SCOTTSDALE, ARIZONA 85254
PHONE: (480) 556-9000
FAX: (480) 556-9490
CONTACT: TIM THIELKE

CIVIL ENGINEER

HUNTER ENGINEERING, P.C.
8283 N. HAYDEN ROAD SUITE 275
SCOTTSDALE, ARIZONA 85258
PHONE: (480) 991-3985
FAX: (480) 991-3986
CONTACT: JEFF HUNTER

NO.	DATE	REVISION	BY

PURPOSE:

DESIGN BY: CRW
DRAWN BY: RJM
CHECKED BY: LMT

HUNTER ENGINEERING
CIVIL AND SURVEY
8283 N. HAYDEN RD. SUITE 275
SCOTTSDALE, AZ. 85258
T 480 991 3985
F 480 991 3986

REGISTERED PROFESSIONAL ENGINEER
CERTIFICATE NO. 35240
ERIC M. HUNTER
ARIZONA U.S.A.

COVER SHEET
FOR BUILDINGS J AND K
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DR
CHANDLER, ARIZONA

THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

HE JOB NO.: LGEC040

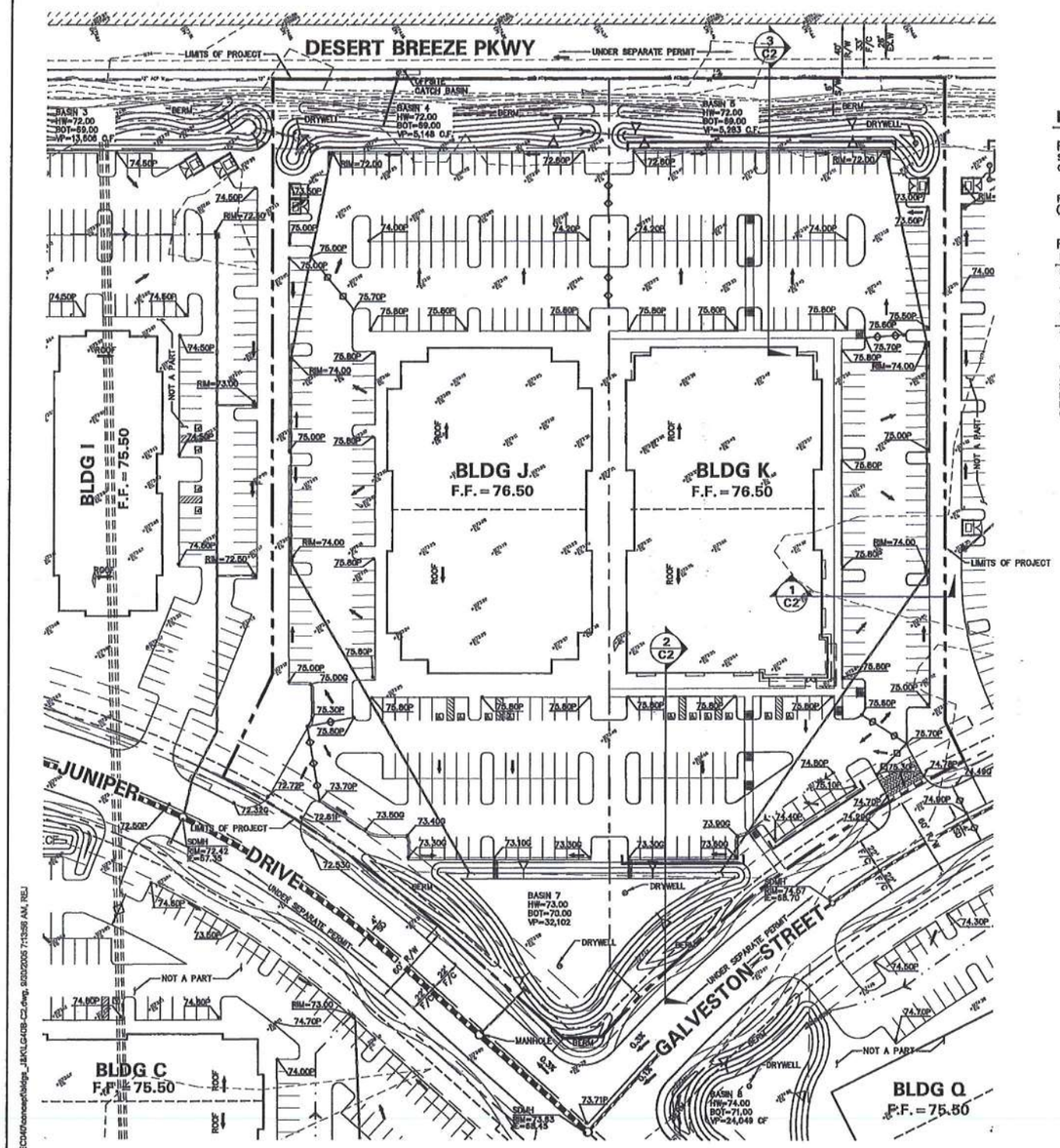
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SHEET: C1 OF 3

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C.O.C. LOG NO. PPT 05-0010

CONCEPTUAL GRADING & DRAINAGE PLAN
BUILDINGS J & K
CHANDLER CORPORATE CENTER



RETENTION SUMMARY

RETENTION REQUIRED

SITE AREA — 6.44

CITY OF CHANDLER FORMULA
Vr=D/12*A*C*1.1 D=2.6

RETENTION REQUIRED=
(2.6/12)(6.44)(43560)(0.9)(1.1)=60,173 CU.FT.

RETENTION PROVIDED

BASIN 7 — 32,102 CU.FT.

SURFACE TOTAL — 32,102 CU.FT.

TOTALS

TOTAL RETENTION REQUIRED — 60,173 CU.FT.

TOTAL RETENTION PROVIDED — 32,102 CU.FT.

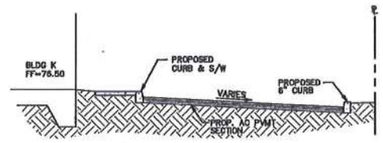
TO REGIONAL RETENTION — 28,071 CU.FT.

* BASINS 4 & 5 CONNECT W/ OTHER BASINS ALONG DESERT BREEZE PKWY TO COLLECT STORMWATER RUN OFF FROM DESERT BREEZE. REFER TO CONCEPTUAL MASTER GRADING & DRAINAGE PLAN FOR THE CHANDLER CORPORATE CENTER.

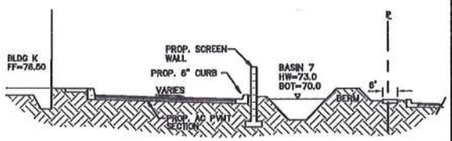
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SCALE: 1"=40'

LEGEND

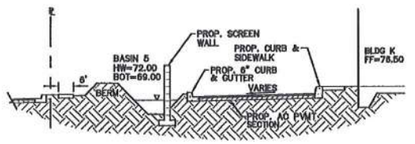
- PROPOSED GRADE BREAK
- PROPOSED STORM LINE
- PROPOSED CATCH BASIN
- 75.00P PROPOSED SPOT ELEVATION
- PROPOSED FLOW ARROW
- SECTION CALLOUT



1 TYPICAL SECTION N.T.S.



2 TYPICAL SECTION
GALVESTON STREET N.T.S.



3 TYPICAL SECTION
DESERT BREEZE PARKWAY N.T.S.

NO.	DATE	REVISION	BY

PURPOSE:

DESIGN BY: CRW
DRAWN BY: RJM
CHECKED BY: LMT

HUNTER ENGINEERING
CIVIL AND SURVEY
8250 N. HAYDEN RD. SUITE 270
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3988

REGISTERED PROFESSIONAL ENGINEER
CERTIFICATE
15349
JEFF M. HUNTER
DATE SIGNED

CONCEPTUAL GRADING & DRAINAGE
BUILDINGS J AND K
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DR
CHANDLER, ARIZONA

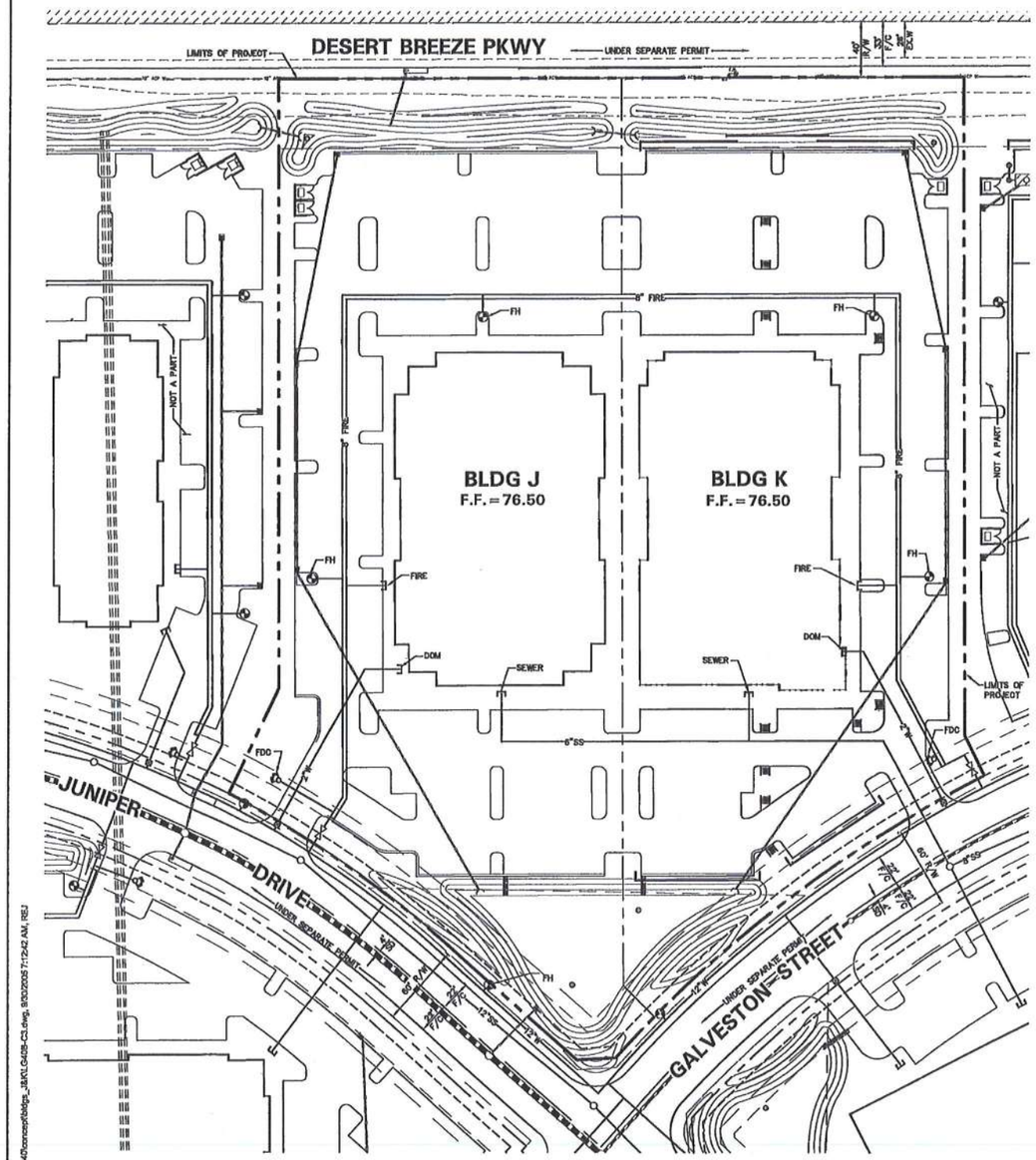
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HE JOB NO.: LGEC040

SCALE 1"=40'

SHEET C2 OF 3

C.O.C. LOG NO. PPT 05-0010



CONCEPTUAL UTILITY PLAN
BUILDINGS J & K
CHANDLER CORPORATE CENTER

0 40 80
SCALE: 1"=40'

LEGEND

W	PROPOSED WATER MAIN
SS	PROPOSED SEWER MAIN
	PROPOSED FIRE HYDRANT
	PROPOSED BACKFLOW PREVENTER
	PROPOSED FIRE DEPARTMENT CONNECTION

NOTE

1.) ON-SITE FIRE AND DOMESTIC WATER SERVICES ARE SUBJECT TO CHANGE DURING FINAL SITE DESIGN AND DEVELOPMENT.
2.) MINIMUM DESIGN SEWER SLOPE SHALL BE 0.0038 FT/FT FOR PUBLIC 8" SANITARY SEWER LINES IN ORDER TO SERVICE THIS DEVLOPMENT.

NO. | DATE | REVISION | BY
PURPOSE:

DESIGN BY: CRW
DRAWN BY: RJM
CHECKED BY: LMT

HUNTER ENGINEERING
8283 N. HAYDEN RD. SUITE 275
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986
CIVIL AND SURVEY

35240
JEFF M. HUNTER
REGISTERED PROFESSIONAL ENGINEER
CERTIFICATE NO.
STATE OF ARIZONA

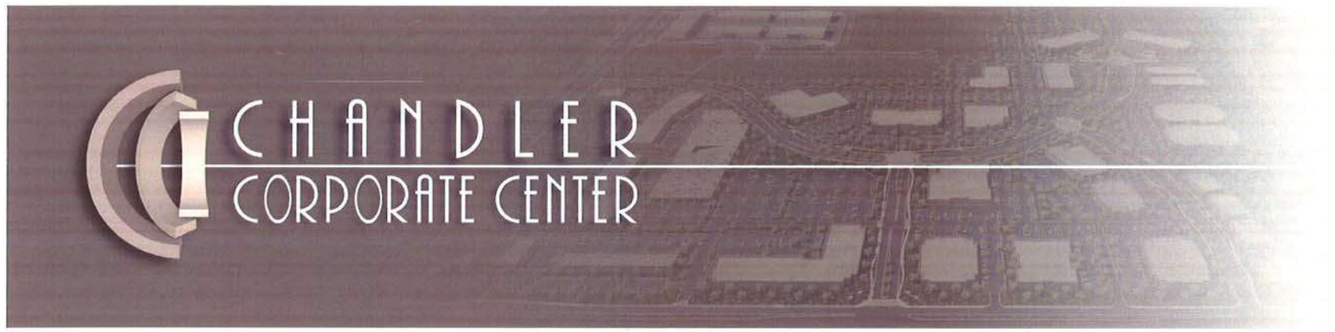
CONCEPT UTILITY PLAN
BLDGS J & K
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DR
CHANDLER, ARIZONA

THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

HE JOB NO.: LGEC040
SCALE 1"=40'
SHEET C3 OF 3

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C.O.C. LOG NO. PPT 05-0010

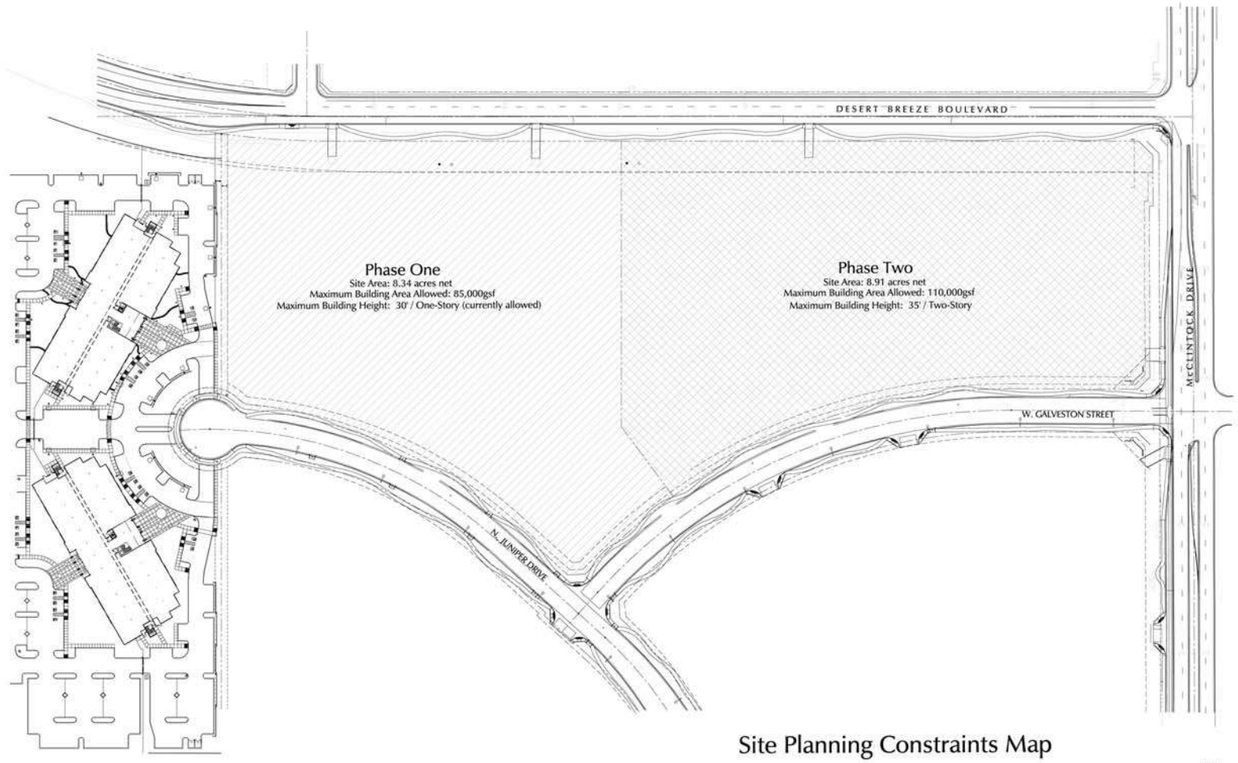


XIV. Amendments

Intensity & Lot Use Amendment
(Approved PDP Page 7 and 8)

This proposed amendment to the approved 'Chandler Corporate Center' PDP (prepared by PHArchitecture, dated December 15th 2005) is designed to allow for a flexible framework for site planning of the remaining 17.25 acres (approximate) located at the northwest corner of McClintock Drive and Galveston Street (Parcels B and C in the approved PDP). The existing approved site planning criteria for this portion of 'Chandler Corporate Center' limits the maximum building size to 72,000 square feet and to 30' / one story maximum building height on Parcel B and maximum building size to 35,000 square feet and to 30' / one story maximum building height on Parcel C (See Page 8 of approved PDP).

The proposed amendment would create two site plan restriction zones, an 8.34 acre parcel on the western portion of the property, and an 8.91 acre parcel on the eastern portion of the property (Phase One and Phase Two, respectfully, on the attached 'Site Planning Constraints Map'). The Phase One portion of the property would allow for a maximum building size of 85,000 square feet with a maximum building height of 30' / one story, a building height which by right exists in the PDP. The Phase Two portion of the property would allow for a maximum building size of 110,000 square feet (in one or more buildings) with a five (5) foot increase to a maximum building height of 35' / two stories. Any two story building would be 100% office use and be located at the most southeastern corner of this parcel. Upon approval of this PDP amendment, all final development plans shall be reviewed and approved by the City of Chandler's planning staff. Depending on market demand, there may be slight changes to the western and eastern parcel sizes to accommodate parking.



Site Planning Constraints Map

Rockefeller Group Chandler Corporate Center
Chandler, Arizona

Site Standards Amendment
(Approved PDP Page 21)

In cases where mature perimeter lot landscaping exists and/or existing property line walls providing sufficient screening and meeting the intent of parking lot screening in the City of Chandler ordinance, the planner and design professional shall have the option to maintain the landscaping rather than providing a screen wall.

CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services** **Memo No.** DS23-019

Date: November 06, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Micah Miranda, Development Services Acting Director
Louis Kneip, Development Engineering Manager
Ryan Peters, Strategic Initiatives Director
From: Dennis Aust, Telecommunications and Utility Franchise Manager
Subject: Adoption of Resolution No. 5750, Authorizing a License Agreement between Ubiquity Arizona, LLC, and the City of Chandler for the Use of Public Property for the Establishment of Class 4 and Class 5 Communications Systems

---

Proposed Motion:

Move City Council pass and adopt Resolution No. 5750, authorizing the Mayor to execute the license agreement between Ubiquity Arizona, LLC, and the City of Chandler for the use of facilities in the City's rights-of-way and public places to establish Class 4 and Class 5 Communications Systems, and authorizing the City Manager or designee to execute other documents as needed to give effect to the agreement.

Background:

Ubiquity has filed an application with the city to install, operate and maintain an underground fiber optic communications system that may provide both Class 4 (lit fiber/active services) and Class 5 non-telecommunications services (dark fiber/internet services). The agreement provides terms for both services and is similar to agreements the city has with other providers. This item is for a five-year nonexclusive agreement. Ubiquity's build plan includes building fiber-to-the-home throughout the majority of Chandler neighborhoods within five years.

Financial Implications:

The city has received a $3,000 application fee to cover the city's cost for the processing of this application. A transaction privilege tax of 2.75% will be paid on any non-interstate telecommunications services (Class 4). Fiber that is not exempted by federal or state law and is used for non-telecommunications services (Class 5) is subject to an annual $2.55 per linear foot fee as prescribed by the City's Fee Schedule capped at a maximum of 2% of Ubiquity's gross revenues for services provided within the City of Chandler.

Attachments

Resolution No. 5750 and Agreement for Use of the Right-of-Way

RESOLUTION NO. 5750

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING A LICENSE TO UBIQUITY ARIZONA, LLC TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN, AND USE THE PUBLIC RIGHTS OF WAY WITHIN THE CITY TO PROVIDE TELECOMMUNICATIONS SERVICES (CLASS 4 LICENSE) AND FIBER OPTIC CABLE, INTERSTATE SERVICES, AND OTHER COMMUNICATION FACILITIES (COLLECTIVELY "INTERSTATE TELECOMMUNICATION SERVICES") (CLASS 5 LICENSE) AS APPROPRIATE.

WHEREAS, the City of Chandler believes that it is in the City's best interest to issue a License Agreement for such purpose.

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

Section 1. Approves the City of Chandler Telecommunication Services (Class 4) and Interstate Telecommunication Services (Class 5) License Issued to Ubiquity Arizona, LLC 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 Agreement on behalf of the City of Chandler.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of November 2023.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5750 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ___ day of November 2023, and that a quorum was present thereat.

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY JWB

Exhibit “A”

CITY OF CHANDLER TELECOMMUNICATION SERVICES (CLASS 4) AND INTERSTATE TELECOMMUNICATION SERVICES (CLASS 5) LICENSE ISSUED TO UBIQUITY ARIZONA, LLC

City of Chandler Document No. _____
City Council Meeting Date: _____

THIS LICENSE ("License") is issued by the City of Chandler, an Arizona municipal corporation ("City") to Ubiquity Arizona, LLC, a subsidiary of Generate-Ubiquity Holdings, LLC, a Delaware limited liability company ("Licensee"). (The City and Licensee are each a "Party" and collectively the "Parties") effective _____("Effective Date").

RECITALS

A. On or about March 23, 2023, Licensee applied to the City for permission to construct, install, operate, maintain, and use the Public Rights of Way within the City to provide Telecommunications Services (Class 4 License) and Fiber Optic Cable, Interstate Services, and Other Communication Facilities (collectively "Interstate Telecommunication Services") (Class 5 License) as appropriate; and

B. By the authority conferred by A.R.S. §§ 9-581-583, the Chandler City Charter, and Chandler City Code Chapter 46, the City is authorized to grant this License; and

C. The City Council has authorized the Mayor or his designee to execute a license with Licensee to construct, install, operate, maintain, and use a System (defined hereinafter) in, along, under, over, and across certain Public Rights-of-Way within the City or on other City-owned property to provide Telecommunications Services and Interstate Telecommunications Services as appropriate.

LICENSE

NOW, THEREFORE, City hereby grants Licensee this License under the following terms and conditions:

SECTION 1. DEFINITIONS

For this License, unless the context otherwise requires, the following terms, phrases, words, and their derivatives have these meanings. When not inconsistent with the context, words in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural. The word "shall" is always mandatory and not merely directory. The terms, phrases, words, and their derivatives used in this License have the meanings given in Chapter 46 of the Chandler City Code as amended. If a conflict or ambiguity exists among the definitions in Arizona Revised Statutes, the Chandler City Code, and this License, the definitions in the following order prevail and control: (1) Arizona Revised Statutes; (2) Chandler City Code; (3) this License. Additional definitions for this License include:

"ACC" means the Arizona Corporation Commission.

"A.R.S." means Arizona Revised Statutes, as amended.

"Cable Services", "Cable System", "Video Services", and "Video Services Network" have the same meaning as defined in Chapter 46 of the Chandler City Code.

"City" means the City of Chandler, Arizona.

"City Council" means the Council of the City of Chandler.

"Commercial Mobile Radio Services" means two-way voice commercial mobile radio services as defined by the Federal Communications Commission in 47 United States Code § 157.

"Day" means calendar day unless noted otherwise.

"Encroachment Permit" means the nonexclusive permission granted by the City to Licensee within the Public Rights-of-Way for the specific location of Licensee's System and includes fees (if any) for the specific location, and other terms and conditions in accordance with the City Code, applicable Rights-of-Way construction regulations, and other applicable law.

"Environmental Laws" means all federal, state, and local laws, ordinances, rules, regulations, statutes, and judicial decisions now or subsequently in effect, in any way relating to or regulating human health, or safety, or industrial hygiene, or environmental conditions, or protection of the environment, or prevention or cleanup of pollution or contamination of the air, soil, surface water, or ground water.

"FCC" means the Federal Communications Commission.

"Gross Revenue" means: (i) all cash, credits, property of any kind or nature or other consideration that is received directly or indirectly by Licensee, its affiliates, or any person, firm, or corporation in which Licensee has a financial interest or that has a financial interest in Licensee and that is derived from Licensee's operation of its System to provide Telecommunication Services in the Service Area; and (ii) includes all revenue from charges for Telecommunications Services to subscribers and all charges for installation, removal, connection or reinstatement of equipment necessary for a subscriber to receive Telecommunication Services and any other receipts from subscribers derived from Licensee's operation of the System to provide Telecommunications Services, including receipts from forfeited deposits, sale or rental of equipment to provide Telecommunications Services, late charges, interest and sale of program guides; and (iii) the use or lease, in whole or in part, of Licensee's System located in Public Right-of-Way. Gross Revenue does not include: (i) any revenue not received by Licensee, even if billed, such as bad debt net of any recoveries of bad debt or any refunds, credits, allowances or discounts to subscribers to the extent that the refund, rebate, credit, allowance or discount is attributed to Telecommunication Services; and (ii), license fees, taxes or other fees or charges that Licensee collects and pays to any governmental authority; and (iii) any increase in the value of any stock, security or asset, or any dividends or other distributions made from any stock or securities.

"Hazardous Substances" means those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Laws and the following substances: gasoline, kerosene, or other petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials.

"Interstate Telecommunications Services" means a telecommunications corporation that places underground or above ground facilities in the Public Rights-of-Way.

"License" means this non-exclusive authorization granted by the City to construct, operate, maintain, reconstruct, repair, and remove the System.

"Licensee" means Ubiquity Arizona, LLC, a Delaware limited liability company with its principal place of business at 560 Davis Street, Suite 250, San Francisco, CA 94111 to which this License is granted.

"Licensor" means the City of Chandler, Arizona, a municipal corporation of the State of Arizona as represented by the City Council and acting through the City Manager or the City Manager's designee.

"Pre-existing Environmental Condition" means the presence, emission, disposal, discharge, or release of any Hazardous Substance at, in, on, under, or about the System, however caused, existing prior to the placement of the System within the Public Rights-of-Way, whether the nature and extent of such contamination is known or unknown at the time.

"Provider" means a broadband internet access service provider that constructs, installs, operates, or maintains communications facilities in the Public Rights-of-Way.

"Public Rights-of-Way" means all roads, streets, alleys, and all other dedicated public rights-of-way and public utility easements located within the City's corporate boundaries.

"System" means Licensee's infrastructure and communications facilities and equipment including, but not limited to, conduit, fiber optic cables, splice cases, manholes, hand holes, power pedestals and other related and associated facilities installed in the Public Rights-of-Way, and when specifically authorized by the City on other City-owned property, and which are used to provide Telecommunication Services and Interstate Telecommunication Services.

"Telecommunications" has the same meaning as defined in A.R.S. § 9-581(4), as amended.

"Telecommunications Corporation" has the same meaning as defined in A.R.S. § 9-581(5), as amended.

"Telecommunications Services" has the same meaning as defined in A.R.S. § 9-581(6), as amended.

SECTION 2. PERMISSION GRANTED

2.1. Grant. Subject to the provisions of this License, the Chandler City Charter, the Chandler City Code, and Arizona and federal law, the City grants to Licensee nonexclusive and revocable rights and nonexclusive and revocable privileges as set forth in this License to construct, install, operate, and maintain its System in the Public Rights-of-Way and on other City-owned property.

2.1.1 At any time during the term of this License, Licensee may apply to the City for encroachment permits that set forth the specific location of Licensee's System, fees (if any) for the specific location, and other terms and conditions. The City may approve, deny, or conditionally approve Licensee's encroachment permit application based on the following but not exclusive reasons: (i) availability of space at the location sought by Licensee; (ii) public health, safety, and welfare; and (iii) other considerations in accordance with the City Code, applicable construction regulations, and other applicable law.

2.1.2 Subject to the permission of the affected property owner, this License also authorizes Licensee to place its System on property owned by third parties, such as an electric utility company or other private property owners. Provided; however, the System installed or constructed by Licensee on the private property satisfies applicable Rights-of-Way Construction regulations and is installed underground in accordance with applicable law including Section 47-4 of the Chandler City Code. Upon request from the City, Licensee must promptly furnish to the City documentation of the third party's permission. By executing this License, the City does not waive any rights that City may have against any public utility or other third party to require such owners to obtain the City's prior approval for such uses of their property or facilities, or that revenues received by any public utility or other property owner from Licensee be included in the computation of the use fees owed by such parties to the City. Nothing contained in this paragraph or in this License authorizes Licensee to enter into an agreement with any third party that results in new aerial attachments or aerial overlash of existing plant whether owned or leased from a third party. Licensee's attachment of facilities or equipment must be accomplished through existing infrastructure and which results in no aerial overlash of existing infrastructure.

2.1.3 No component or part of Licensee's System may be installed, constructed, located on, or attached to any property within the City until Licensee has applied for and received approval for an encroachment permit under Chapter 46 of the Chandler City Code. Additionally, Licensee must comply with all other provisions of the Chandler City Code including, but not limited to, Chapter 35 related to zoning, Chapter 47 related to off-site construction, and other applicable City regulations.

Any right or privilege claimed under this License by Licensee for any use in the Public Rights-of-Way and on other City-owned property is subordinate to any City prior or subsequent lawful occupancy or use or any other governmental entity and is subordinate to any prior easements. Provided; however, nothing in this License extinguishes or otherwise interferes with the Parties' property rights established independently of this License.

2.1.4 Nothing in this License will be construed to prevent the City from abandoning, altering, improving, repairing, or maintaining the City's facilities in the Public Rights-of-Way, and for any or more of such purposes or any other lawful purpose requiring Licensee, at Licensee's expense and no expense to the City, to remove, relocate, or abandon in place Licensee's System to accommodate the City's projects and activities. The City will not be liable for Licensee's lost revenues, however caused, due to any City activity or project in the Public Rights-of-Way, when such costs or lost revenues result from the construction, operation, or maintenance of City facilities and any other lawful project or activity in the Public Rights-of-Way. Provided; however, the City's activities and projects that result in such costs or lost revenues to Licensee are conducted in accordance with applicable laws and regulations.

2.2 Description of the Services, System, and its Construction.

2.2.1 Licensee uses its System to provide Communication Services, including a high-speed fiber-to-the-home ("FTTH") network offering broadband internet to residential and commercial customers throughout the City of Chandler. Licensee represents and warrants that Licensee does not provide services that are considered multichannel video programming services, video services provided by an open video system, cable television, or video services.

2.2.2 Licensee acknowledges, represents, warrants, and agrees that: (i) if a CC&N or other authorization is required by law for certain services, Licensee agrees that it will not provide these services under this License until Licensee receives the proper authorization; (ii) if Licensee obtains a CC&N or other legal authorization during the term of this License, Licensee will furnish a copy of any legal authorization to City as provided in this License within 30 days of receipt; and (iii) Licensee will indemnify, defend, save, and hold harmless the City as provided in this License and assume all liability and risk for Licensee's failure to possess the proper legal authorization to provide some or all of the services under this License.

2.2.3 As part of Licensee's authorized System, Licensee may install empty conduit and dark fiber within the Public Rights-of-Way or on other City-owned property.

2.2.4 Licensee must obtain the proper and necessary encroachment permit before Licensee begins any work or construction in the Public Rights-of-Way or on other City-owned property.

2.2.5 Unless otherwise required by applicable law, Licensee's must install and construct Licensee's System underground by trenching or boring conduit along with surface mounted hand holes for access to the fiber for splicing. This license permits Licensee's construction of its System within the Public Rights-of-Way or on other City-owned property. It is the Parties' intent that the Parties will work to minimize inconvenience to Chandler residents other Public Rights-of-Way users. Before Licensee installs the System, Licensee must submit specifications for proposed manholes and pull boxes to the City for approval, which approval the City will not unreasonably delay or withhold. All work on Licensee's System must comply with the Uniform Standard Specifications for Public Works Construction sponsored and distributed by the Maricopa Association of Governments as amended (hereinafter referred to as "MAG Specs"), the City supplements to MAG Specs, all lawful and reasonable requirements of the City Utility Manual and must follow and comply with industry best practices and standards. As required by City specifications, all of Licensee's conduits must be placed outside of the Public Rights-of-Way or on other City-owned property wherever and whenever possible except as otherwise allowed by Microtrenching (defined below) standards approved by the City. Provided; however, Licensee must build the System in accordance with plans approved by the City.

2.2.6 Any changes to the System must be approved in writing by the City Engineer's designee, which approval will not be unreasonably withheld or delayed.

2.2.7 Licensee shall retain an independent testing company, approved by City in its reasonable discretion without undue condition or delay, to test all materials that will be used to remediate City and third-

party facilities, and which are subject to materials testing pursuant to MAG Specs and the City supplements to MAG Specs. All testing results must be sent to the City within 3 business days of Licensee's possession or knowledge of the results.

2.2.8 Licensee's installation of the System must be reasonably coordinated with other utilities and the City to accommodate opportunities for common installation along with Licensee's project as set forth in this License. In accordance with applicable law, all installations must be located underground and in conduit as reasonably approved by the City Engineer. Provided; however, nothing in this License requires Licensee to incur any material additional expense to accommodate common installations. The provisions relating to material additional expense in the foregoing sentence relate only to coordinated common installations and are not applicable to any other section of this License.

2.2.9 Licensee must install the System according to City approved details, standards, and requirements. Licensee may install portions of the System in trenches that are shallower or narrower than the City's preferred standards in areas of the City as allowed by the City Engineer and if Licensee's installation complies with City-approved microtrenching details, standards, and requirements (collectively "Microtrenching"). Licensee acknowledges, accepts, and agrees that the City will not be liable for any damage or harm caused by the City, its employees, officers, officials, agents, representatives, and contractors to any portion of Licensee's System installed using Microtrenching.

2.3 Location of the System.

2.3.1 At the time of proposed construction, Licensee must submit an encroachment permit application(s) together with the details, plans, and specifications for the City's review and approval, and pay all applicable application, review, and inspection fees before all construction work is performed under the rights and privileges granted under this License. This work includes but is not limited to the installation, operation, maintenance, and location of all the System. The proposed locations of Licensee's planned installation of its System including related facilities or equipment is depicted on the map attached and made a part of this License as Exhibit A ("Service Area"). The System must be depicted more specifically on engineering drawings provided to the City as part of the encroachment permit process and must be updated annually on the anniversary date of this License in accordance with section 4.2.5. Proposed locations of the System that are part of any encroachment permit(s) must also be made a part of a general depiction of Licensee's System in Exhibit A and must be updated at the time of License renewal or amendment.

2.3.2 Although the exact placement and location of Licensee's System will be determined by the City through the Encroachment Permit process, Licensee has expressed its intent and the City has expressed its desire to have the System installed outside of the paved street areas whenever such location is feasible and reasonable. Further, it is the intent and desire of both Parties that when it is necessary for the System to intersect City streets or be placed under paved areas, Licensee must use directional boring unless a deviation is authorized by the City Engineer.

2.3.3 If Licensee desires to change the location of any of the System, including any related facilities or equipment, from the location depicted in initial encroachment permit application(s), Licensee must submit revised plans to apply for and obtain approval for an amendment to the encroachment permit, prior to installation and construction of the facilities or equipment.

SECTION 3. SCOPE

3.1 Licensing Requirements. This License satisfies the licensing requirements of, and is in accordance with, the provisions of Chapter 46 of the Chandler City Code.

3.2 Use of Licensee's System by Others. This License authorizes Licensee in its ordinary course of business: (i) to lease to or contract with others for use of all or part of the System, except to aerial overlash, attach to poles and/or store

aerial fiber for purposes of leasing or contracting with others for use of all or part of the system, and (ii) to sell dark fibers, conduit, or any other facilities that are parts of the System to others that have an agreement, franchise, or other licenses with the City to use the Public Rights-of-Way and on other City-owned property. Under this section, Licensee must first provide written notice to the City of the identity of the proposed user or purchaser and a description of the proposed use or sale arrangement as provided in A.R.S. § 9-583(D). In the event the lease or agreement provides for the other entity to construct, install, operate, or maintain any of Licensee's System, no such arrangement may proceed until the other entity enters a License with the City for use of the Public Rights-of-Way.

3.2.1 Licensee may not allow third parties to use its System for any use that Licensee itself does not have the authority under this License.

3.2.2 Licensee may enter into agreements with third-party Communications Corporations in the ordinary course of business for the resale of Communications Services. Such Agreements ("User Contracts") are subject to all requirements and provisions of this License.

3.3 Co-location. Licensee's installation of the System must be reasonably coordinated with other utilities and the City to accommodate opportunities for common installation along with Licensee's project as set forth in this License. All installations must be located as approved by the City Engineer.

3.4 Compliance with Laws.

3.4.1 Licensee must comply with all applicable laws as amended from time to time including but not limited to, the Chandler City Code, the Chandler Charter, and Arizona and federal law in the exercise and performance of its rights and obligations under this License. If it is necessary for Licensee to comply with any law or regulation of the FCC or the Arizona Corporation Commission ("ACC") to engage in the business activities anticipated by this License, Licensee must comply with such laws or regulations as a condition precedent to exercising any rights granted by this License. Provided; however, no such law or regulation of the FCC or ACC may enlarge or modify any of the rights or duties granted by this License without a written modification to this License.

3.4.2 To the extent that Licensee uses the Public Rights-of-Way or other City-owned property to provide services other than intrastate calls through System, the use of the Public Rights-of-Way or other City-owned property is subject to the terms and conditions of this License and any applicable permits and laws.

3.5 Reports.

3.5.1 Upon request, Licensee will provide to City copies of any non-confidential communications and reports submitted by Licensee to the FCC or any other federal or state regulatory commission or agency with jurisdiction into any matters that directly affect this License.

3.5.2 In addition to the reports required in Section 4.2.3 of this License, upon City's request, Licensee will provide City with regular reports, as needed, to establish Licensee's compliance with the various requirements, fees, and other provisions of this License.

3.6 Non-Interference.

3.6.1 Licensee's System must be constructed, installed, operated, and maintained to interfere as little as possible with traffic or other authorized uses over, under, or through the Public Rights-of-Way and on other City-owned property. All phases of permitting, construction, traffic control, backfilling, compaction and paving, and the location or relocation of the System are subject to the City's jurisdiction as described in MAG, City supplements to MAG, and the City of Chandler Utility Manual. Licensee must keep accurate construction and installation records of the location of all its System and facilities, both aboveground and underground within the City and furnish them to City within sixty (60) days of installation. Licensee must furnish such information in an electronic format compatible with the then current City electronic format.

3.6.2 Licensee must locate and relocate, at its own expense, any facilities, equipment, or other encroachment installed or maintained in, on, or under the Public Rights-of-Way and on other City-owned Property as may be necessary to facilitate any public purpose or any City project or activity whenever directed to do so by City in writing on a non-discriminatory basis. Such relocations must be accomplished in accordance with the directions from City including the City's construction schedule and made under the same terms and conditions as the initial installation allowed pursuant to this License and encroachment permit. Licensee must reimburse the City for any direct or indirect damages incurred by the City because of delays in locations or relocations as required by this paragraph if caused by Licensee's negligence, willful misconduct, or undue delay.

3.6.3 Licensee agrees to obtain permits as required by this License prior to removing, abandoning, relocating, or repair of any portion of its System in the Public Rights-of-Way and on other City-owned property. Notwithstanding the foregoing, City understands and acknowledges there may be instances when Licensee is required to make repairs that are of an emergency nature or in connection with an unscheduled disruption of the System. Licensee will maintain any annual permits required by the City for such repairs. Licensee will notify City, if practicable, before the repairs and will apply for and obtain the necessary permits the next business day after the repairs are initiated.

SECTION 4. FEES, CHARGES, LETTER OF CREDIT, SECURITY FUND, DAMAGE TO THE PUBLIC RIGHTS-OF-WAY AND OTHER CITY-OWNED PROPERTY

Licensee will be solely responsible for the payment of all fees and charges in connection with Licensee's performance under this License, including those set forth below.

4.1 Application Fee. Licensee must pay the City a fee in the amount of $3,000.00 to process the application for this License before approval of this License is submitted to the City Council.

4.2 Annual Fee. Licensee must pay an annual fee to use the Public Rights-of-Way and other City-owned property under the terms and conditions of this License and as calculated under this section (collectively "Annual Fee").

4.2.1 The City will assess, and Licensee must pay, any Annual Fee in accordance with A.R.S. §§ 9-582-583. Licensee bears the burden to show Licensee's payment of any Annual Fee is not required under A.R.S. §§ 9-582-583. Licensee must pay all taxes on intrastate telecommunications services as provided by applicable law and Licensee must pay any Annual Fee as provided in this License for the portions of Licensee's System that are not excluded under A.R.S. §§ 9-582-583.

4.2.2 If Licensee's System carries interstate traffic between and among Licensee's interstate points of presence or leases its dark fiber to another carrier for purposes of carrying interstate traffic between and among that telecommunications corporation's interstate points of presence, Licensee must pay the lesser amount of: (i) $2.55 (for calendar year 2023) per linear foot for trench located in the Public Rights-of-Way or on other City-owned property; or (ii) two percent (2%) of Gross Revenue for such use. City may, but is not obliged to, accept in-kind consideration in lieu of the Annual Fee if offered by Licensee.

4.2.3 If Licensee's System carries interstate traffic between and among Licensee's interstate points of presence or leases its dark fiber to any entity not included in Section 4.2.2 of this License, Licensee must pay the lesser amount of: (i) $2.55 (for calendar year 2023) per linear foot for trench located in the Public Rights-of-Way or on other City-owned property; or (ii) two percent (2%) of Gross Revenue for such use.

4.2.4 If Licensee places empty conduit in the Public Rights-of-Way or on other City-owned property for services other than those listed in Section 4.2.1, Licensee must pay the lesser amount of: (i) $2.55 (for calendar year 2023) per linear foot for trench located in the Public Rights-of-Way or on other City-owned property; or (ii) two percent (2%) of Gross Revenue for such use.

4.2.5 On the annual anniversary of the Effective Date, Licensee will report to the City the amount of linear feet of trench, if any, or the amount of Gross Revenue, if any, subject to the Annual Fee under Sections 4.2.2, 4.2.3, or 4.2.4 permitted and installed in the Public Rights-of-Way or on other City-owned property. The Annual Fee for the coming year will be adopted as part of the annual fee schedule adopted by the City Council. If the Annual Fee is based on the amount of linear feet of trench located in Public Rights-of-Way or on City-owned property, the Annual Fee is calculated by multiplying the current annual per linear foot fee, as adjusted by annual CPI under section 4.2.7 for the year of payment, by the linear footage of trench permitted or installed in the Public Rights-of-Way or on other City-owned property. If the Annual Fee is based on Gross Revenue, Licensee will report the amount of Gross Revenue generated during the twelve (12) consecutive months prior to the anniversary date of the Effective Date and multiply this amount by two percent (2%). The Licensee must pay, and the City must receive, any Annual Fee that is due before the City will issue any new encroachment permits for additional facilities or equipment in the Public Rights-of-Way or other City-owned property.

4.2.6 In the event Licensee cancels or returns a permit and does not construct or install the System approved by such a permit, the fees Licensee previously paid for the respective permit may be applied as a credit to a future Annual License Fee or may be refunded to Licensee by City.

4.2.7 The Annual License Fee will be adjusted based on the percentage of change in the consumer price index ("CPI") for the previous twelve-month period. Any increase in the Annual License Fee will be referred to herein as the "Adjusted Fee." In no event may the Adjusted Fee be less than the Annual License Fee for the prior year. For purposes of this License, CPI is defined as the Western Region Consumer Price Index for All Urban Customers, All Items, as published by the Bureau of Labor Statistics (BLS), United States Department of Labor. Base period 1982-84 = 100. Adjusted Fees will be effective upon the next subsequent anniversary of the Effective Date. The change in CPI will be calculated based on the change in the CPI for the previous twelve-month period. The City will compute the Adjusted Fee as follows. The following example illustrates calculation of the change factor for a twelve-month period ending in January 2018.

CPI January 2018	258.638
CPI January 2017 (prior year)	250.814
Calculated change in CPI	258.638/250.814
Change in CPI	1.031 (rounded to nearest tenth) = 3.1%

If the BLS ceases publication of the specified CPI, City and Licensee may determine an agreeable inflation index that most clearly approximates the Western Region CPI for the remaining term of the License.

4.3 License to Use City's Freeway Ducts and Conduit. If Licensee wishes to occupy one (1) four-inch (4") conduit owned by the City within the duct bank underneath a freeway located within the City and which City controls, Licensee must pay the City $18,000 per year for the term of this License for this use. Licensee may use the conduit solely to install and operate the System authorized under the terms and conditions of this License. Licensee's payment for use of the duct is due on or before the Effective Date and each annual anniversary thereafter. Licensee's use of the City's Freeway conduit(s) must be reflected in Exhibit A.

4.4 In Kind. This License does not currently require any in-kind payment to City by Licensee. However, if Licensee has not paid any fees required under Section 4, the Parties may agree in writing to new in-kind payments to offset to any fees not paid by Licensee. This subsection imposes no obligation on the City to agree to offset any fees in this License or in any future License.

4.5 Failure to Pay. Licensee agrees that if it fails to pay the Annual Fee owed to the City by the time prescribed for payment, Licensee must pay interest on the amounts owed, at the rate of one percent (1%) per month.

4.6 Invoice and Payment Information:

4.6.1 The City will send invoices for fees and charges under this License to Licensee at the following address:

Generate-Ubiquity Management, LLC
Attn: Ali Nasir, Account Manager
121 W Trade St., Suite 1275
Charlotte, NC 28205

Invoicing contact information:
Submit invoices to: UbiquityArizona@bill.com
Invoicing/Payment Questions: Ali.Nasir@ubiquityGP.com

4.6.2 Licensee will send payment to the City under this License made payable to the "City of Chandler" at the following address:

City of Chandler
ATTN: Development Services
Mail Stop 403
P.O. Box 4008
Chandler, AZ 85244-4008
Phone: 480-782-3000
Email: tuf@chandleraz.gov

4.7 Taxes. Licensee must obtain any required business/sales tax licenses and pay any applicable City, county, and state transaction privilege and use tax. The Annual Fee must not be an offset to the transaction privilege tax due and owing by Licensee.

4.8 Permit Fees and Construction Costs. In addition to the fees and taxes set forth herein above, Licensee must pay those fees and charges for encroachment permit applications, inspection, testing, plan review, pavement damage fees, and any other fees adopted by City and applicable to persons doing work in the Public Rights-of-Way or on City-owned property. Additionally, if the City reasonably requires retaining outside inspectors or other persons to review and inspect Licensee's plans, specifications and construction of the System, Licensee must reimburse the City for its actual and documented costs incurred in connection therewith.

4.9 Letter of Credit or Cash Bond.

4.9.1 Amount; Purpose. Within thirty (30) Days after the Effective Date of this License, Licensee must deposit with the City one of the following: (i) an irrevocable letter of credit ("LOC") in the amount of $50,000 ("LOC"); or (ii) a cash bond in the amount of $50,000 ("Bond"). The form and substance of the LOC or Bond must comply with the form, terms, and conditions as attached in Exhibit "B". The LOC or Bond will be used to assure: (a) the faithful performance by Licensee of all provisions of this License; (b) compliance with all orders, permits, and directions of any City department having jurisdiction over Licensee's acts or defaults under this License; and (c) Licensee's payment of any penalties, liquidated damages, claims, liens, and taxes due to the City that arise by reason of the construction, operation, or maintenance of the System, including cost of removal or abandonment of any of Licensee's property. Licensee will not be required to replenish any draw down of the LOC or Bond during the term of this License, unless by mutual written agreement of the Parties.

4.9.2 Drawing on Letter of Credit. The LOC may be drawn upon by the City by presentation of a draft at sight on the lending institution, accompanied by a written certificate signed by the City Manager certifying that Licensee has failed to comply with this License, stating the nature of noncompliance, and stating the amount being drawn. The rights reserved to the City with respect to the letter of credit are in addition to all other rights of the City, whether reserved by this License or authorized by law, and no action proceeding against a letter of credit will affect any other right the City may have.

4.9.3 Drawing on Cash Bond. The Bond may be drawn upon by the City by presentation of written notice to Licensee as provided in this License, signed by the City Engineer certifying that Licensee has

failed to comply with this License, stating the nature of noncompliance, and stating the amount being drawn. The rights reserved to the City with respect to the Bond are in addition to all other rights of the City, whether reserved by this License or authorized by law, and no action proceeding against the Bond will affect any other right the City may have.

4.10 Damage to Public Property. Whenever the installation, removal, or relocation of any of Licensee's System is required or permitted under this License, and such installation, removal, or relocation causes damage to Public Rights of Way or other City-owned property, Licensee at its sole cost and expense must promptly repair and return Public Property in which the System components are located to a safe and satisfactory condition in accordance with applicable laws, with provisions in the City of Chandler Utility Manual and the Maricopa Association of Governments (hereinafter referred to as "MAG") and the City's supplements to MAG, reasonably satisfactory to the City Engineer. If Licensee does not repair the Public Property as just described in a reasonable amount of time, then City shall have the option, upon fifteen (15) days prior written notice to Licensee, to perform or cause to be performed such reasonable and necessary work on behalf of Licensee and to charge Licensee for the actual documented costs incurred by the City at City's standard rates, plus an administrative fee of fifteen percent (15%). Upon the receipt of a demand for payment accompanied by explanation of cost and fees incurred by City, Licensee must, within forty-five (45) days, reimburse City for such costs. For any pavement cuts by Licensee, Licensee agrees to restore the pavement and to reimburse the City for all costs arising from the reduction in the service life of any public road, in accordance with the provisions of Chapter 46 of the Chandler City Code and the fees established by the City pursuant thereto. Licensee agrees to pay within forty-five (45) days from the date of issuance of an invoice and explanation of costs and fees from City.

SECTION 5. TERM OF LICENSE

The term of this License and duration of the rights, privileges, and authorizations granted hereunder will be for five (5) years from the Effective Date. The term will automatically renew for three (3) additional five-year terms for a total term of twenty (20) years unless either Party provides the other Party with prior written notice of its intent not to renew no less than six (6) months prior to the end of the then current term.

SECTION 6. ACCEPTANCE AND EFFECTIVE DATE

6.1 Written Acceptance. Licensee's execution of this License constitutes Licensee's acceptance of the License as granted and Licensee's agreement to be bound by and to comply with and to do everything, which is required of the Licensee by this License. Licensee's signature must be acknowledged before a notary public. This License is effective upon execution by both Parties.

6.2 Validity of License. Licensee must acknowledge that as a condition of acceptance of this License, Licensee was required to be represented throughout the negotiations of the License by its own attorneys and Licensee had the opportunity to consult with its own attorneys about its rights and obligations regarding the License. Licensee has reviewed City's authority to execute and enforce this License and has reviewed all applicable law, both federal and state, and, after considering same, Licensee acknowledges and accepts the right and authority of City to execute this License, to issue this License and to enforce the terms herein.

SECTION 7. INSURANCE AND INDEMNITY

7.1 Insurance Responsibility. During the entire term of this License, Licensee must insure its property and activities and must provide insurance and indemnification as follows. Licensee must procure and maintain, and must cause its contractors to procure and maintain as provided in Section 7.7 below, until all their respective obligations have been discharged, insurance against claims for injury to persons or damage to property that may arise from or in connection with Licensee's obligations under this License and Licensee's activities including, but not limited to, the installation, construction, relocation, removal, repair, operation, and maintenance of the System by Licensee, its agents, representatives, employees, or contractors. The insurance requirements herein are minimum requirements for this License and in no way limit the indemnity covenants contained in this License. The City in no way warrants that the minimum limits contained herein are sufficient to protect Licensee from liabilities that might arise out of this License by Licensee, its agents, representatives, employees or contractors, and Licensee is free to purchase such additional insurance as may be determined necessary.

7.2 Minimum Scope and Limits of Insurance: Licensee must provide coverage with limits of liability not less than those stated below.

7.2.1 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	$10,000,000
Each Occurrence	$10,000,000

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 must be named as an additional insured with respect to liability arising out of the activities performed by Licensee." 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.

7.2.2 Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of work under this Agreement.

Combined Single Limit (CSL)	$1,000,000

The policy must contain an "MCS-90" endorsement providing for clean-up of pollution conditions arising from transported product, if the work performed under the Agreement requires the transportation of any Hazardous Substances by motor vehicle. The policy must also be endorsed to include the following additional insured language: "The City of Chandler its agents, representatives, officers, directors, officials, employees, and volunteers must be named as an additional insured with respect to liability arising out of the activities performed by Licensee, including automobiles owned, leased, hired, or borrowed by Licensee ".

7.2.3 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 must contain a waiver of subrogation against the City of Chandler.

7.2.4. Pollution Liability:

Per Occurrence	$5,000,000
Annual Aggregate	$5,000,000

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 must be named as an additional insured with respect to liability arising out of the activities performed by Licensee."

The policy must include coverage for: (a) cleanup of sudden or accidental pollution conditions arising from the System, as defined in the License; (b) cleanup of new conditions arising from Licensee's operations and use of Public Rights-of-Way or City-owned property under this License and third-party claims for on and off-site bodily injury and property damage.

Licensee warrants that any retroactive date under the policy must precede the Effective Date of this License; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this License is completed.

7.2.5. Tech E&O, Network Security and Privacy Liability Insurance (Cyber):

Per Loss	$10,000,000
Annual Aggregate	$10,000,000

(a) In the event that the professional liability insurance required by this License is written on a claims-made basis, Licensee warrants that any retroactive date under the policy will precede the Effective Date of this License; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the Effective Date of this License. If such insurance is maintained on an occurrence form basis, Licensee must maintain such insurance for an additional period of one (1) year following termination or expiration of this License. If such insurance is maintained on a claims-made basis, Licensee must maintain such insurance for an additional period of three (3) years following termination or expiration of this Licensee. If Licensee 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), Licensee must provide proof of same.
(b) The insurance must provide coverage for the following risks: (i) 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; (ii) Network security liability arising from the unauthorized access to, use of or tampering with the System 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; (iii) Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, the System, network or similar computer related property and the data, software, and programs thereon.

(c) The policy must provide a waiver of subrogation.

7.3 Additional Insurance Requirements: The policies must contain, or be endorsed to contain, the following provisions: Licensee's insurance coverage must be primary insurance and non-contributory with respect to the obligations that Licensee has undertaken under this License. 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 Licensee under this License.

7.4 Notice of Cancellation: Each insurance policy required by the insurance provisions of this License must provide the required coverage and must not be canceled or materially changed except after thirty (30) days prior written notice has been given to the City. 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: Development Services Department
P.O. Box 4008, Mail Stop 405
Chandler, Arizona 85244-4008
Phone: (480) 782-3000
Email: tuf@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

Chandler, Arizona 85244-4008
Phone: (480) 782-4640
Fax: (480) 782-4652
Email: legal.notices@chandleraz.gov

7.5 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 Licensee from potential insurer insolvency.

7.6 Verification of Coverage: Licensee must furnish City with certificates of insurance (ACORD form or equivalent approved by City) as required by this License. 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 License must be in effect at or prior to commencement of work under this License and remain in effect for the duration of the License. Failure to maintain the insurance policies as required by this License or to provide evidence of renewal is a material breach of this License. All certificates required by this License must be sent directly to the City of Chandler Development Services Department with a copy to Risk Management as the addresses listed in Section 7.4. The License number and description are to be noted on the certificate of insurance. At City's request, Licensee must make certified copies of all insurance policies required by this Licensee available for City's review through a representative and at a location within Maricopa County, Arizona designated by Licensee.

7.7 Contractors: Licensee's certificate(s) must include all contractors as additional insureds under its policies or contractors must maintain separate insurance as determined by Licensee and contractors must name City of Chandler as an additional insured, however, contractor's limits of liability must not be less than $1,000,000 per occurrence, $2,000,000 aggregate.

7.8 Approval: Any modification or variation from the insurance requirements in this License 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.

7.9 Indemnity. In addition to all other indemnities and other obligations hereunder, to the fullest extent permitted by law, throughout the term of this License or any and all permits and until all obligations and performances under or related to this License are satisfied and all matters described in this paragraph are completely resolved, Licensee and all other persons using, acting, working, or claiming through or for Licensee (if they or their subcontractor, employee, or other person or entity hired or directed by them participated in any way in causing the claim in question) must jointly and severally indemnify, defend, and hold harmless City and all other Additional Insureds for, from, and against any and all claims or harm related to Licensee's use of the Public Rights-of-Way or other City-owned property or the rights granted to Licensee with respect to the Public Rights-of-Way or City-owned property or Licensee's exercise of its rights under this License (the "Indemnity"). Without limitation, the Indemnity must include and apply to any and all allegations, demands, judgments, assessments, taxes, impositions, expenses, proceedings, liabilities, obligations, suits, actions, claims (including without limitation claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use, financial harm, or other impairment), damages, losses, expenses, penalties, fines, or other matters (together with all reasonable attorney fees, court costs, and the cost of appellate proceedings and all other costs and expenses of litigation or resolving the claim) that may arise in any manner out of Licensee's use of the Public Rights-of-Way or other City-owned property pursuant to this License or any and all Permits, or any actions, acts, errors, mistakes or omissions relating to work or services in the performance of or related to this License by Licensee, including without limitation any injury or damages or cause of action claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents, or other persons upon or using the Public Rights-of-Way or other City-owned property or surrounding areas related to Licensee's exercise of its rights under this License, except to the extent caused by City or any other Additional Insured or anyone for whose mistakes, errors, omissions, or negligence City may be liable. Notwithstanding the foregoing, the Indemnity does not apply to: (i) Claims arising from the sole negligence or intentionally wrongful acts of City; or (ii) Claims that the law prohibits from being imposed upon the indemnitor.

7.10 Risk of Loss. Licensee assumes the risk of all loss, damage or claims related to Licensee's use of the Public Rights-of-Way or other City-owned property, Licensee or third parties throughout the term of this License and the term(s) of all permits. Licensee must be responsible for all damage to its property and equipment related to this License unless

caused by the negligence of the City or its agents or contractors.

7.11 Insurance to be Provided by Others. Licensee must cause its contractors or other persons occupying, working on or about, or using the Public rights-of-Way or City-owned property under this License to be covered by their own or Licensee's insurance as required by this License. The required policy limits for commercial general liability insurance provided by such persons must be $1,000,000 for each occurrence, $1,000,000 for products and completed operations annual aggregate, and $2,000,000 general aggregate limit per policy year. This paragraph does not apply to persons who do not actually perform physical labor in the Public Rights-of-Way or on other City-owned property (such as Licensee's consulting design engineers).

SECTION 8. TRANSFER OF LICENSE

8.1 No Assignment Without Consent. This License and the related rights and privileges may not be assigned or otherwise transferred without the express written consent of the City by an ordinance or resolution passed by the Chandler City Council, which consent will not be unreasonably withheld or delayed. Any license that is assigned or otherwise transferred pursuant to this Section must be equally subject to all the obligations and privileges of this License including any amendments, which will remain in effect, as if the assigned License was the original License.

8.2 No Lease Without Consent. The License must not be sublet or assigned, nor must any of the related rights or privileges be leased, assigned, sold, or transferred, either in whole or in part, nor must title, either legal or equitable, or any right, or property interest pass to or vest in any person other than Licensee, by act of the Licensee or operation of law, without the written consent of City, which consent will not be unreasonably withheld or delayed. Prior to any proposed assignment becoming final, Licensee must seek the City's consent.

8.3 Notice to City. The approval of any change in ownership interest must include an assignment agreement signed by the assignee, Licensee, and City. Licensee must provide City a copy of the deed, license, mortgage, lease, or other written instrument evidencing such sale, transfer, or lease, certified, and sworn to as correct by the Licensee. Licensee must notify the City within 60 days of any change in mailing address.

8.4 Binding on Assignee. After assignment, this License, including any amendments, shall be binding on the assignee to the full extent that is binding upon Licensee.

8.5 Conditional Ownership. Nothing in this Section prohibits a pledge, hypothecation, mortgage, or similar instrument transferring conditional ownership of all or part of Licensee's assets to a lender or creditor in the ordinary course of business. In the event a lender assumes control of the assets and operation of Licensee, the lender may assume the rights and obligations of the Licensee. The Lender may not transfer or change control of the License without submitting the change to the City for approval. If the lender does continue operation on any basis at any time, the lender shall be subject to all provisions of the License. No later than three years after assumption of control by the lender, the lender must apply to the City for the right to continue assumption of control or to transfer the License. Application by the Lender for approval of assumption of control or transfer must be subject to consent by the Chandler City Council that may not be unreasonably denied or withheld. A "Lender" for the purposes of this License does not include a Licensee, person, or corporation, or other entities that operate cable television systems or fiber optics Communications systems as a principal or important business. This paragraph is intended to prohibit the intentional use of lending and/or foreclosure as a method for effecting change of control or transfer of the License without City Council review and approval.

8.6 Assignment Exceptions. Notwithstanding the foregoing, prior consent will not be required for transfer to (1) any company which owns or controls, is owned or controlled by, or under common control with the Licensee; (2) to any successor in interest of Licensee's business operations in City in connection with any merger, acquisition, or similar transaction if Licensee determines after a reasonable investigation that the successor in interest has the resources and ability to fulfill the obligations of this Agreement; or (3) to any purchaser of all or substantially all of Licensee's Network Facilities in City if the purchaser has the resources and ability to fulfill the obligations of this Agreement. Provided that, no such transfer will be valid unless:

8.6.1 The proposed transferee has read, accepts, and agrees to be bound by the terms of the License.

8.6.2 The proposed transferee assumes all obligations, liabilities, and responsibility pursuant to the License for

the acts and omissions of Licensee, known and unknown, for all purposes, and agrees that the transfer will not permit it to take any position or exercise any right which Licensee could not have exercised; and

8.6.3 The transfer will not substantially diminish the financial resources available to the Licensee.

8.7 Transfer Description. Prior to executing such transfer described in this Section, Licensee and the proposed transferee must submit to the City a description of the nature of the transfer and submit complete information regarding the effect of the transfer on the direct and indirect ownership and control of the Licensee. Licensee may be required to pay a new application fee of $3,000 to cover the legal, administrative, and other expenses related to every transfer (other than the sale of publicly traded stock) or to any request for a consent to transfer.

SECTION 9. NON-EXCLUSIVE RIGHTS

9.1 Non-Exclusive Rights. This grant is not exclusive, and nothing herein contained may be construed to prevent City from granting other like or similar grants or privileges to any other person, firm, or corporation, or to deny to or lessen the powers and privileges granted City under the Constitution and laws of the State of Arizona.

9.2 Priority Rights. Any and all rights granted to Licensee under this License must be exercised at Licensee's sole cost and expense and are subject to the prior and continuing right of City to use all the Public Rights-of-Way and other City-owned property concurrently, with any other person or persons, and further will be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title that may affect the Public Rights-of-Way and on other City-owned property. Nothing in this License will be construed to grant, convey, create, or vest a perpetual real property interest in land to Licensee, including any fee or leasehold interest, easement, or any City franchise rights.

SECTION 10. PUBLIC SAFETY

10.1 Public Safety Violation. Licensee, its affiliates, agents, employees, contractors, successors, assigns, and representatives must comply with and perform each obligation required of Licensee as set forth in this License. Licensee's failure to cure a public safety event of default as described in this Section within five (5) business days from the date of notice from the City constitutes a public safety violation by Licensee.

10.2 Public Safety Events of Default. All agreements and permits issued to Licensee under this License are approved upon the condition that each of the following events will be deemed a "Public Safety Event of Default" for Licensee's failure to perform or satisfy the following material obligations:

10.2.1 Licensee's failure to comply with the traffic barricade manual or any other public health, safety, or welfare law or regulation authorized by or located in the Chandler City Code and that applies to Public Property.

10.2.2 Licensee's acts, errors, or omissions violate any term or condition of an encroachment permit issued to Licensee.

10.2.3 Licensee's failure to obtain the appropriate encroachment permit to perform work on Public Property.

10.3 City's Remedies for Licensee's Public Safety Violations. Upon the occurrence of any public safety violation or at any time thereafter, City may, at its option, exercise at Licensee's expense any or all or any combination of the following cumulative remedies in any order and repetitively at City's option: (i) revoke any or all encroachment permits due to Licensee's failure to cure a Public Safety Event of Default as set forth in Section 10.1. The City's revocation does not terminate Licensee's obligations arising during the time simultaneous with or prior to the revocation, and in no way terminates any of Licensee's liability related to any breach of this License; (ii) pay or perform, for Licensee's account, in Licensee's name, and at Licensee's expense, any or all payments or performances required to be paid or performed by Licensee (iii) abate at Licensee's expense any violation of the encroachment permit; (iv) notwithstanding anything under this License to the contrary, unilaterally and without Licensee's or any other person's consent or approval, draw upon, withdraw or otherwise realize upon or obtain the value of any letter of credit, escrowed funds, insurance policies, or other deposits, sureties, bonds, or other funds or

security held by City or pledged or otherwise obligated to City by Licensee or by any third party (whether or not specifically mentioned herein) and use the proceeds for any remedy permitted by this License; (v) assert, exercise, or otherwise pursue at Licensee's expense, any and all other rights or remedies, legal or equitable, to which City may be entitled, subject only to the limitation set out below on City's ability to collect money damages in light of the Violation Use Fee; and (vii) impose civil sanctions for public safety violations as provided in this License.

10.4 Violation Use Fee. In lieu of certain money damages (the "Inconvenience Costs") set out below, the following use fees apply to Licensee's public safety violation (the "Violation Fee Provisions"): (i) The Inconvenience Costs are the money damages that City suffers in the form of administrative cost and inconvenience, disharmony among competing users, and general inconvenience in the use of Public Rights-of-Way by City, competing users, and the public when Licensee fails to comply with the Violation Fee Provisions; and (ii) Licensee's failure to comply with Violation Fee Provisions will result in Inconvenience Costs in an amount that is and will be impracticable to determine. Therefore, the Parties have agreed that, in lieu of Licensee paying to City as damages the actual amount of the Inconvenience Costs for violating the Violation Fee Provisions, Licensee must pay the following Violation Use Fees. The City may elect to draw upon the letter of credit or cash bond (as appropriate) to collect the Violation Use Fee. For continuing violations within a 24-hour period, each calendar day is considered a separate period for purposes of recovery of violation use fees. The Violation Fee Provisions and the amount of the Violation Use Fee per day or part thereof are as follows:

Use fee per day	Violation Use Fee Description
$600	Licensee's failure to properly restore Public Property within five (5) business days after notice, or timely perform work within five (5) business days after notice, or to correct related violations of specifications, code, ordinance, or standards within five (5) business days after notice.
$500	Three or more public safety violations by Licensee within 90 consecutive days.
$250	Licensee's failure to make Licensee's books and records available as required by this License or one or more public safety violations by Licensee within 30 consecutive days.

A Violation Use Fee is only intended to remedy inconvenience costs that City suffers because of Licensee's public safety violations. Licensee's payment of Violation Use Fee does not in any way excuse any breach by Licensee of this License or limit in any way City's rights and interests in any other legal or equitable remedy provided by this License or otherwise for such public safety violation. For example, Licensee's obligation to pay Violation Use Fee does not in any way satisfy Licensee's indemnity and insurance obligations under this License, which apply according to their terms in addition to Licensee's obligation to pay Violation Use Fee.

10.5 Enforcement of Violation Use Fees: Appeal. The City Manager is authorized to issue notices of violation of this License and may take those measures necessary to promote, preserve, and protect public health, safety, and welfare within the Public Rights-of-Way and City-owned property through Violation Use Fees. The City Manager will issue a warning for the first violation by a Licensee under this section. The City Manager will issue notice to the Licensee as listed in Section 14.16. If the City determines that Licensee is liable for a Violation Use Fee, the City will issue to Licensee a notice of City's assessment of a Violation Use Fee to Licensee as provided in Section 14.16. The notice will set forth the nature of the violation and the amount of the assessment. Licensee must pay the Violation Use Fee within ten days of the date of the City's notice or may appeal the notice of violation as provided in Chandler City Code § 1-7.

10.6 Public Safety Violations; Civil Sanctions. In addition to imposing a Violation Use Fee, the City Manager is authorized to issue notices of violation of this License, prosecute such violations as provided in Chandler City Code sec.1-8, and may take those measures necessary to promote, preserve, and protect public health, safety, and welfare within the Public Rights-of-Way and City-owned property. The City Manager will issue a warning for the first violation by a Licensee under this section. The City Manager will issue notice to the Licensee as listed in Section 14.16.

10.7 Failure to Pay Civil Sanction. Failure of a party to pay a civil sanction upon final adjudication of the civil action as provided by law may result in the automatic termination of this License and any such party may be prohibited from obtaining additional licenses or permits until all outstanding civil sanctions have been dismissed or paid in full.

10.8 Non-waiver. Licensee acknowledges Licensee's unconditional obligation to comply with this License. No failure by City to demand any performance required of Licensee under this License, and no acceptance by City of any imperfect or partial performances under this License, will excuse such performance or impair in any way City's ability to insist, prospectively and retroactively, upon full compliance with these terms and conditions. No acceptance by City of payments or other performances hereunder will be deemed a compromise or settlement of any right City may have for additional, different, or further payments or performances as provided for in these terms and conditions. Any waiver by City of any breach of condition or covenant herein contained to be kept and performed by Licensee will not be deemed or considered as a continuing waiver and will not operate to bar or otherwise prevent City from declaring a default for any breach or succeeding or continuing breach either of the same condition or covenant or otherwise. No statement, bill, or notice by City or Licensee concerning payments or other performances due hereunder, or failure by City to demand any performance hereunder, will excuse Licensee from compliance with its obligations nor estop City (or otherwise impair City's ability) to, at any time, correct such notice and/or insist prospectively and retroactively upon full compliance with this License. No waiver of any description (including any waiver of this sentence or paragraph) will be effective against City unless made in writing by a duly authorized representative of City specifically identifying the particular provision being waived and specifically stating the scope of the waiver.

10.9 Reimbursement of City's Expenses. Licensee must pay to City within 45 days after City's demand all amounts expended or incurred by City in performing Licensee's obligations (upon Licensee's failure to perform the same after notice from City) together with interest thereon at the rate of 1% per annum from the date expended or incurred by City.

SECTION 11. ABANDONMENT

11.1 Abandonment; Removal of Facilities. In the event that the use of a substantial part of any of the System is discontinued for any reason for a continuous period of two (2) years for reasons other than Force Majeure, or in the event such System or property has been installed in any Public Rights-of-Way or other City-owned property without complying with the requirements of this License, or this License has terminated or been revoked, Licensee must promptly, upon being given 60 days' notice from the City, begin removal of the System and related appurtenances from the Public Rights-of-Way and other City-owned property other than such underground facilities which the City may permit to be abandoned in place. In the event of such removal, Licensee must promptly restore the Public Rights-of-Way and other City-owned property or other area from which such property has been removed to a condition satisfactory to the City subject to the City's customary practice to review upon request of Licensee. As a minimum, Licensee must restore the Public Rights-of-Way and other City-owned property to a condition as existed prior to the removal of the structure or property.

11.2 Permanent Abandonment. The System and any other property of Licensee remaining in the Public Rights-of-Way and other City-owned property without the consent of the City 180 days after the revocation of the License will be at the option of the City considered permanently abandoned. Any Licensee property permitted to be abandoned in place will be abandoned consistent with C.C.C. §§ 46-2.9, 46-8.12(K), the Utility Permit Manual, Transportation and Development Policy TDP-275, and any other applicable law.

SECTION 12. LICENSE REVOCATION, ALTERATION, SUSPENSION

In addition to the remedies set forth in Section 10, the City may revoke, alter, or suspend this License as follows.

12.1 License Events of Default. In addition to the remedies listed in C.C.C. chapter 46 and subject to these terms and conditions, this License may, after City Council consideration, be revoked, altered, or suspended by the City as the City deems necessary for any of the following events of default following the cure period specified in Section 12.2: (i) Licensee's failure to maintain any faithful insurance coverage, or pay any fees or taxes due and owing as

required under this License; (ii) Licensee's failure to comply with an applicable law, rule, or regulation related to the System, this License, or as required by the appropriate regulatory authority; (iii) fraud by Licensee, in its conduct or relations under this License; (iv) Licensee's willful or grossly negligent violation of this License; (v) Licensee's failure to comply with any federal, state, local, or administrative order, law, permit, regulation, or consent decree as such may apply to Licensee's activities and services as contemplated in this License; (vi) permanent or temporary suspension of Licensee's services for a period of 180 or greater consecutive calendar days by the United States or the State of Arizona for any authorizations legally required for Licensee to own, operate, maintain, or construct the System; (vii) If Licensee is the subject of a voluntary or involuntary bankruptcy, receivership, insolvency, or similar proceeding or if any assignment of any of Licensee's property is made for the benefit of creditors or if Licensee is not regularly paying its debts as they come due; (viii) If City incurs any liability, obligation, damage, cost, expense, or other claim of any description for which is not liable and for which Licensee is obligated pursuant to this License to indemnify, defend, and hold harmless the City, unless Licensee gives prompt statement or notice to City of Licensee's commitment to indemnify, defend, and hold City harmless against such claim and Licensee does in fact promptly commence and continue to indemnify, defend, and hold City harmless against such claim to the extent required under this License, unless Licensee believes in good faith that it is not obligated to indemnify, defend and hold the City harmless; and (ix) Licensee is found liable under Section 10 for five (5) public safety violations within a period of twelve (12) consecutive months.

12.2 Additional Cure Period. Due to the gravity of the license events of default listed in Section "12.1", Licensee is provided additional time (when compared to Section 10) to cure these events of default. If any of the foregoing events in Section "12.1" occur, Licensee must cure the default within 60 days after receipt of notice from the City. Licensee will be held in material breach under this Section "12": (i) if Licensee fails to cure the license event of default listed in Section "12.1" within 60 days after notice from the City; or (ii) if a license event of a default listed in Section "12.1" cannot be cured within 60 days after notice from the City and Licensee fails to begin and diligently pursue to cure the default.

12.3 City Determination; City Council Consideration. If Licensee is held in material breach as provided in Section "12.2", the City will notify Licensee as provided in Section 14.16 of the City's determination to terminate, postpone for a period, or proceed with the revocation, alteration, or suspension of this License. As part of this determination, the City will state the principal reasons that support the City's determination. Licensee may appeal the City's determination as provided in Chandler City Code sec.1-7 within (10) ten business days from the date of the determination. If Licensee fails to timely appeal the City's determination or if Licensee's appeal fails, the City may proceed to terminate, postpone for a period, or proceed with the revocation, alteration, or suspension of this Agreement by presenting this matter to the Chandler City Council for consideration at the Council's next regularly scheduled Council meeting. The City will send a written statement of proposed action by certified U.S. mail, return receipt requested, to Licensee as provided in Section 14.16. The written statement of proposed action must include the date and time of the City Council meeting and the principal reasons for the proposed action. The City Council may take any final action the Council deems necessary and prudent related to this License. Licensee will retain all legal remedies should it choose to contest the City's proposed action.

12.4 Removal of Facilities. Upon revocation of this License, the City may declare a forfeiture, whereupon all rights and privileges of Licensee under this License will immediately be divested without a further act upon the part of Licensee, and Licensee must remove its structures or property from the Public Rights-of-Way and other City-owned property and restore the Public Rights-of-Way and other City-owned property to the condition as existed prior to the removal of the structure or property. Upon Licensee's failure to do so within six months of revocation, the City may perform the work and collect the City's cost from Licensee. At the City's option, Licensee may abandon structures or property in place as provided in this License. At a minimum, the Public Rights-of- Way and other City-owned property must be restored to a condition as existed before the removal of the structures or property.

SECTION 13. EFFECT OF EXPIRATION, REVOCATION, OR TERMINATION OF LICENSE

13.1 Services. Upon expiration, revocation, or termination of this License for any reason, Licensee may enter good-faith negotiations with the City or other governmental authority for a period of 180 days from the date of expiration, revocation, or termination to obtain a license, permit, or other approval or agreement that may be lawfully

required to allow Licensee to continue use of the Public Rights-of-Way and other City-owned property.

13.2 Holding Over. In any circumstance whereby Licensee continues to occupy the Public Rights-of-Way and other City-owned property after the expiration of this License, the Licensee's hold over operates as a renewal or extension of this License on a month-to-month basis that may be terminated at any time by the City upon 60 days' written notice to Licensee, or by Licensee upon 60 days' written notice to the City.

SECTION 14. GENERAL CONDITIONS

14.1 License Administrator and Enforcement. In all matters of License administration, the City Manager has authority to determine Licensee's compliance with the terms and provisions of the License, and in the event of non-compliance, to exercise any or all the remedies included in this License.

14.2 Right of Inspection of Construction. The City may inspect all construction or installation work performed subject to the provisions of this License and to make such tests as it deems necessary to ensure compliance with the terms of this License and other pertinent provisions of law.

14.3 Right of Intervention. The City may intervene in any suit or proceeding related to or arising out of this License to which Licensee is party, and Licensee may not oppose such intervention by the City.

14.4 Public Records Acknowledgment. Notwithstanding any provision in this License, Licensee acknowledges and understands that the City is a political subdivision of the State of Arizona and is subject to the disclosure requirements of Arizona's Public Records Law (A.R.S. §§ 39-121 et seq.).

14.5 Permission of Property Owner Required. This License does not convey the right to install any part of Licensee's System on private property.

14.6 Compliance With Laws. Licensee must comply with all federal, state, and City ordinances, resolutions, rules, and regulations related to the rights and duties granted Licensee under this License.

14.7 Reserved.

14.8 Non-Enforcement by the City. Licensee will not be relieved of its obligation to comply with any of the provisions of this License by reason of the City's failure to insist upon or to seek compliance with any term and condition.

14.9 License Documents. Licensee must submit to the City the letter of credit and insurance certificates as required by the License within 90 days of the Effective Date. The License granted is not legally operative until all of Licensee's requirements in this Section are completed. In the event Licensee does not timely satisfy these, this License will be deemed null and void unless Licensee's period to comply is extended by the Council.

14.10 Survival of Warranties. Licensee's representations and warranties made as part of the grant of this License, or any permit issued under this License survive termination or revocation of this License.

14.11 Hazardous Substances. Licensee will, at its own cost, be responsible for proper investigation and management of all Hazardous Substances under its control, including Hazardous Substances Licensee uses, generates, or disposes of, and must comply with all Environmental Laws to carry out its obligations under this License. In the event Licensee releases to the environment Hazardous Substances under its control, to the extent that a governmental agency with jurisdiction requires reporting, investigation, cleanup, or remedial measures to be taken, Licensee must, at its sole cost and expense, promptly undertake such required actions. If Licensee discovers a Pre-existing Environmental Condition, Licensee will immediately notify the City in writing as provided in Section 14.16.

14.12 Right of Cancellation. Licensee acknowledges that this License is subject to cancellation by the City under A.R.S. § 38-511.

14.13 Covenant Against Contingent Fees. Licensee warrants that no person has been employed or retained to solicit or secure this License upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and that no member of the City Council, or any employee of the City has any interest, financially or otherwise, in this License. For breach or violation of this warranty, the City has the right to annul this License without liability or at its discretion to deduct from the License price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

14.14 Independent Contractor. Any provision in this License that may appear to give the City the right to direct Licensee or Licensee the right to direct the City as to the details of accomplishing the work or to exercise a measure of control over the work means that the party will follow the wishes of the other party as to the results of the work only.

14.15 Jurisdiction; Governing Law; Venue. As a condition of the grant of this License, Licensee acknowledges and accepts that Licensee is subject to personal and subject matter jurisdiction of Arizona state courts. Arizona law governs this License, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding to enforce this License must be instituted in a court located in Maricopa County, Arizona.

14.16 Delivery, Procedure of Notices and Communications. All notices, consent, or other communication under this License must be in writing and: (i) delivered in person; or (ii) sent by electronic mail and deposited in the United States mail, postage prepaid, certified mail, return receipt requested; or (iii) deposited with any commercial air courier or express service and addressed as follows:

To Licensee:	Generate-Ubiquity Management, LLC Attn: General Counsel 560 Davis St., Suite 250 San Francisco, CA 94111
With a copy to:	Generate-Ubiquity Management, LLC Attn: Contract Management 121 W Trade St., Suite 1275 Charlotte, NC 28205
To the City:	City of Chandler Attention: Development Services Department P.O. Box 4008, Mail Stop 405 Chandler, Arizona 85244-4008 Phone: (480) 782-3000 Email: tuf@chandleraz.gov
With a copy to:	Office of the City Attorney 175 South Arizona Avenue P.O. Box 4008 Mail Stop 602 Chandler, Arizona 85244-4008 Phone: (480) 782-4640 Fax: (480) 782-4652 Email: legal.notices@chandleraz.gov

Notice will be deemed received at the time it is personally served on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) calendar days after the notice is deposited in the United States mail as evidenced by the certified mail receipt. Any period stated in a notice will be computed from the time the notice is deemed received unless noted otherwise. Any party may change its mailing address, phone number, email address or the person to receive notice by notifying the other party as provided in this Section. Notices sent by electronic mail must also be sent by certified mail to the recipient at the above address.

14.17 Organization/Employment Disclaimer. This License is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, agreement, or relationship, partnership, or formal business organization of any

kind, and the rights and obligations of the Parties will be only those expressly set forth in this License.

14.18 Entire Agreement; Amendment; Waivers. This License, and the below listed exhibits which are incorporated herein by this reference and are attached and/or on file at the City and available for inspection, constitute the entire agreement between the City and Licensee with respect to the transactions contemplated therein and supersede all prior negotiations, communications, discussions, and correspondence, whether written or oral, concerning the subject matter hereof. No supplement, modification, or amendment of any term of this License will be deemed binding or effective unless executed in writing by the Parties. No waiver of any of the provisions of this License will be deemed, or will constitute, a waiver of any other provisions, whether similar, nor will any waiver constitute a continuing waiver. No waiver is binding unless expressly executed in writing by the Party making the waiver.

Exhibit A – Service Area
Exhibit B – Form Letter of Credit

14.19 Right of Parties. Nothing in this License, whether express or implied, is intended to confer any right or remedies under or by reason of this License on any persons other than the Parties to this License and their respective successors and permitted assigns, nor is anything in this License intended to relieve or discharge any obligation or liability of any person who is not a party to this License, nor will any provisions in this License give any persons not a party to this License any right of subrogation or action over or against any Party to this License.

14.20 Construction. This License is the result of negotiations between the Parties, none of whom has acted under any duress or compulsion, whether legal, economic, or otherwise. Accordingly, the terms and provisions of this License will be construed in accordance with their usual and customary meanings. The Parties hereby waive the application of any rule of law that otherwise would be applicable in connection with the construction of this License that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed License or any earlier draft of the same. Unless the context of this License otherwise clearly requires, references to the plural include the singular and the singular the plural. The words "hereof," "herein," "hereunder" and similar terms in this License refer to this License as a whole and not to any particular provision of this License. All references to "Sections" herein refer to the sections and paragraphs of this License unless specifically stated otherwise. The section and other headings contained in this License are inserted for convenience of reference only, and they neither form a part of this License nor are they to be used in the construction or interpretation of this License.

14.21 Severability. If any covenant, condition, term, or provision of this License is held to be illegal, or if the application of this License to any person or in any circumstances to any extent be judicially determined to be invalid or unenforceable, the remainder of this License or the application of such covenant, condition, term, or provision to persons or in circumstances other than those to which it is held invalid or unenforceable, must not be affected, and each covenant, term, and condition of this License is valid and enforceable to the fullest extent permitted by law.

14.22 Cooperation and Further Documentation. Each of the Parties agree to provide the other with such additional and other duly executed documents as are reasonably requested to fulfill the intent of this License.

14.23 Force Majeure. For the purpose of any of the provisions of this License, neither Licensee nor the City, as the case may be, will be considered in breach of or in default of their obligations under this License as a result of the enforced delay in performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to: acts of God, acts of the public enemy, acts of the Federal Government, acts of the Salt River Project, acts of Maricopa County, acts of the State of Arizona or any of its departments, acts of any railroad, fire, floods, epidemics, pandemics, strikes, lock outs, freight embargoes, and unusually severe weather; it being the purpose and intent of this provision that in the occurrence of any such enforced delay, the time for performance of Licensee's and the City's obligations, as the case may be, will be extended for the period of the enforced delay, provided that the party seeking the benefit of this provision will have notified the other party in writing of the cause or causes, and requested an extension for the period of the enforced delay. If notice by the party claiming such extension is sent to the other party more than 30 days after commencement of the cause, the period of delay will be deemed to commence 30 days prior to the giving of such notice.

14.24 On-Call Assistance. Licensee or its agents must be available 24 hours a day, seven days a week to City staff of any City department with jurisdiction over Licensee's activities related to problems or complaints resulting from the installation, operation, maintenance, or removal of the System.

14.25 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any party who fails, or whose contractors fail, to comply with A.R.S. § 23-214(A). Therefore, Licensee and each contractor 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 this License and may be subject to penalties up to and including revocation of the License. City retains the legal right to inspect the papers of Licensee's or contractor's employees who provide services under this License to ensure that Licensee and its contractors comply with this warranty.

14.26 Lawful Presence Requirement. A.R.S. §§ 1-501-502 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.

14.27 Written Acceptance. Licensee's execution of this License constitutes Licensee's acceptance of this License as granted and its agreement to be bound by and to comply with the terms and conditions of this License. Licensee's signature must be acknowledged by Licensee before a notary public.

14.28 Data Confidentiality and Data Security. As used in this License, 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 Licensee as part of the terms and conditions of this License. Except as specifically provided in this License, the Parties must not divulge data to any third party without the other Party's prior written consent. These prohibitions do not apply to the following data: (i) data which was known to the receiving Party prior to the Effective Date; or (ii) data which was acquired by the receiving Party in its performance under this License and which was disclosed to the receiving Party by a third party, who to the best of the receiving Party's knowledge and belief, had the legal right to make such disclosure and the receiving Party is not otherwise required to hold such data in confidence; or (iii) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Parties are subject. Each Party assumes all liability to maintain the confidentiality of the data in its possession and agrees to compensate the other Party if any of the provisions of this Section are violated by the receiving Party, 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.

14.29 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 always protected by Licensee. At a minimum, Licensee 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. If data collected or obtained by Licensee or its agents in connection with this License is believed to have been compromised, Licensee or its agents must immediately notify the City contact. Licensee 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. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. The obligations of Holder under this Section must survive the termination of this License.

14.30 Public Emergency. City shall have the right, because of a public emergency, to sever, disrupt, dig-up or otherwise destroy facilities of Licensee without any prior notice to Licensee, if the action is deemed reasonably necessary by the City Manager, Fire Chief, Police Chief, City Street Transportation Director, Public Works Director or Water Services Director. A public emergency may be any condition which, in the opinion of any of the officials named, poses an immediate threat to the lives or property of the residents of the City or others caused by any natural or man-made disaster,

including but not limited to, storms, floods, fire, accidents, explosions, major water main breaks, hazardous material spills, etc. Licensee will be notified by the City of the public emergency and the action taken by the City as soon as reasonably possible. Licensee shall be responsible for repair at its sole expense of any of its facilities damaged pursuant to any such action taken by City.

14.31 Blue Stake. Licensee must comply with A.R.S. §§ 40-360.21-360.32 by participating as a member of the Arizona Blue Stake Center with the necessary records and persons to provide location service of Licensees facilities upon receipt of a locate call or as promptly as possible, but in no event later than two (2) working days. A copy of the License or proof of membership must be filed with the City.

14.32 Inspection and Audit of License Provisions. All books, accounts, reports, files, and other records related to or arising out Licensee's payment obligations under this License (collectively "Records") are subject at all reasonable times to inspection and audit by the City including for three years after the expiration or termination of this License. Licensee must produce the Records at a mutually agreed to time and location within Maricopa County, Arizona.

14.33 Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter, and bind such party to the commitments and obligations set forth herein.

IN WITNESS WHEREOF, the Parties duly execute and agree to be bound by this License as of the Effective Date.

CITY OF CHANDLER, an Arizona municipal corporation	**UBIQUITY ARIZONA, LLC,** a Delaware limited liability company
_____	By: _____
Mayor	Jamie Earp
	Name of Authorized Signer
APPROVED AS TO FORM:	Title: Co-CEO & Managing Partner
_____	
City Attorney	
ATTEST:	ATTEST:
_____	Sonny Nunez, Vice President - External Affairs
City Clerk	Name and Title

EXHIBIT A
SERVICE AREA

City of Chandler

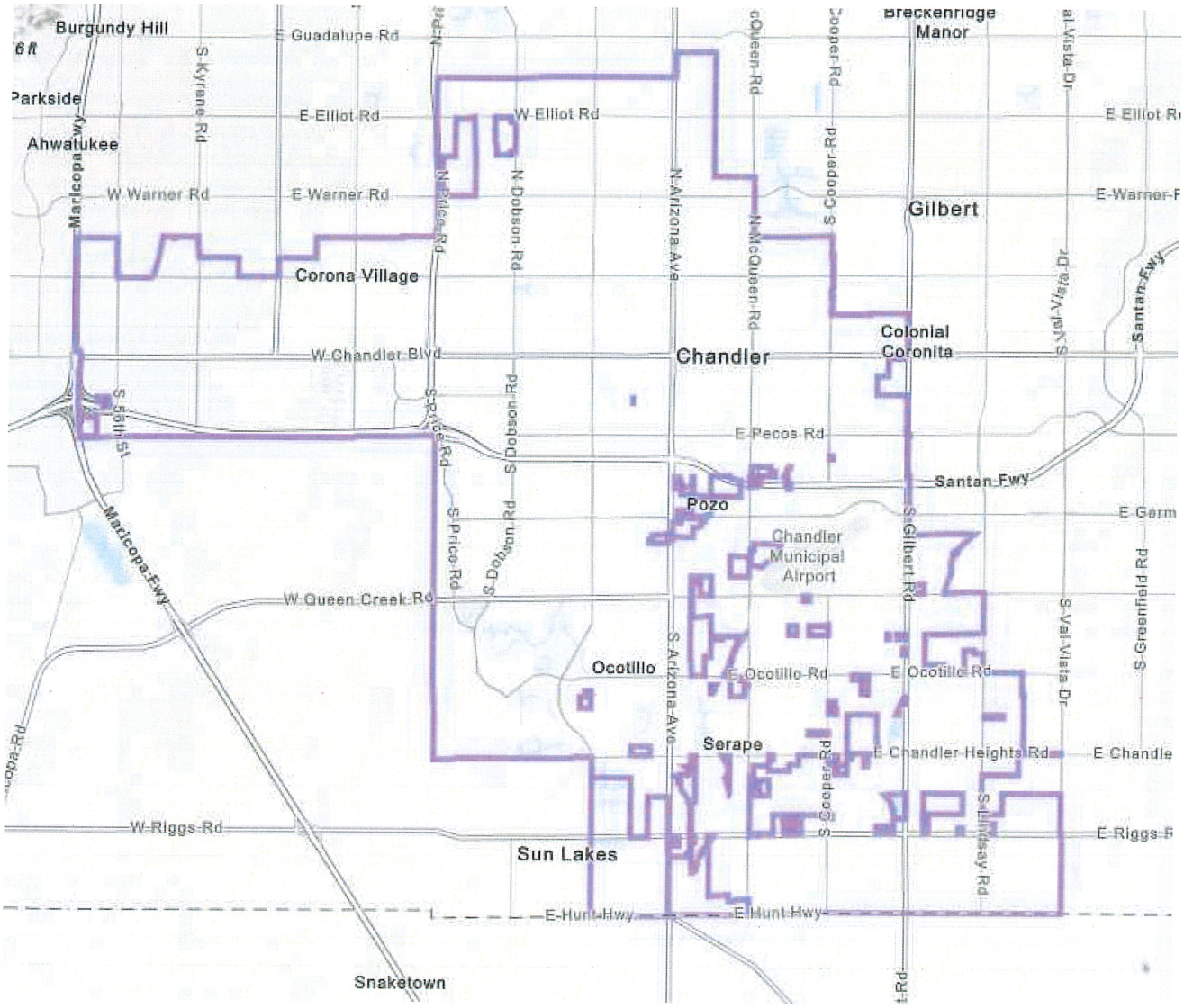


EXHIBIT B
STANDARDS FOR LETTER OF CREDIT

In addition to any other requirements imposed upon a letter of credit (the "Letter of Credit") issued pursuant to this Agreement, the Letter of Credit shall meet and be governed by the following additional standards and requirements:

1. **Letter of Credit Requirements.** The Letter of Credit shall be printed on Bank Safety Paper. The following terms and no others shall be stated on the face of the Letter of Credit:

1.1 The Letter of Credit is clean, unconditional, irrevocable, independent, and standby.
1.2 The Letter of Credit is payable to City upon presentation of City's draft.
1.3 City may make partial draws upon the Letter of Credit.
1.4 The Letter of Credit is for payment solely upon presentation of a sight draft and a copy of the Letter of Credit.
1.5 Within ten (10) days after City's draft on the Letter of Credit is honored, City must make the original of the Letter of Credit available to the issuer in Maricopa County, Arizona upon which the issuer may endorse its payments.
1.6 The issuer specifies a telefax number, email address, and street address at which City may present drafts on the Letter of Credit.
1.7 The Letter of Credit is valid until a specified date.
1.8 The Letter of Credit will be automatically renewed for successive one (1) year periods, unless at least 30 days prior to expiration the issuer notifies City in writing, by either registered or certified mail, that issuer elects not to renew the Letter of Credit for the additional period. In the event of such notification, any then unused portion of the Letter of Credit shall be available by draft on or before the then current expiration date.
1.9 The Letter of Credit is otherwise subject to the most recent edition of the Uniform Customs and Practices for Documentary Credits, published by the International Chamber of Commerce including, but not limited to, International Standby Practices 1998 (ISP98) (International Chamber of Commerce Publication No. 590; ISP98 Model Government Standby (U.S.) Form 11.1 and annexes (2017)).
1.10 The Letter of Credit need not be transferable.

2. **Approved Forms.** The form of the Letter of Credit and of drafts upon the Letter of Credit shall be as follows:

2.1 Except as approved in writing by City's Development Services Department, the form of the Letter of Credit shall be in the form set out below.
2.2 Except as approved in writing by City's Development Services Department, the form of drafts upon the Letter of Credit shall be in the form set out below.

3. **Issuer Requirements.** The issuer of the Letter of Credit shall meet all of the following requirements:

3.1 The issuer shall be a federally insured financial institution with offices in Maricopa County, Arizona, at which drafts upon the Letter of Credit may be presented.
3.2 The issuer shall be a member of the New York Clearing House Association or a commercial bank or trust Company satisfactory to City.
3.3 The issuer shall have a net worth of not less than $1 billion.

FORM OF LETTER OF CREDIT
(ISP98 Model Government Standby (U.S.) Form 11.1)

Date _____, 20_

Letter of Credit No.:_____

Development Services Department
City of Chandler
P.O. Box 4008
Mail Stop 405
Chandler, AZ 85244-4008

Dear Sir or Madam:

Issuance. At the request and for the account of [*name and address of applicant*] ("Applicant"), we [*name and address of issuer at place of issuance*] ("Issuer") issue the irrevocable independent standby letter of credit number [*reference number*] ("Standby") in favor of [*name and address of beneficiary*] ("Beneficiary") in the maximum aggregate amount of USD [*amount*].

Undertaking. Issuer undertakes to Beneficiary to pay Beneficiary's demand for payment for an amount available under the Standby and in the form of Annex A (Payment Demand) [or *Annex B (Payment Demand after Notice of Non-Extension)*] completed as indicated and presented to Issuer at the following place for presentation: in Maricopa County, Arizona at or before the close of business on the expiration date.

Overdrawing. If a demand exceeds the amount available, but the presentation otherwise complies, Issuer undertakes to pay the amount available.

Expiration. The expiration date of this Standby is valid until _____20__.

Automatic Extension. The expiration date of this Standby shall be automatically extended for successive one-year periods, unless [30] or more calendar days before the then current expiration date Issuer gives written notice to Beneficiary that Issuer elects not to extend the expiration date. Issuer's written notice must be sent by *registered, certified, or priority express mail or nationally recognized overnight courier* to Beneficiary's above-stated address [*and to the attention of [office, officer, or other attention party] or, alternatively, be received by Beneficiary's attention party*] [30] or more calendar days before the then current expiration date.

Payment. Payment against a complying presentation shall be made within three business days after presentation at the place for presentation or by wire transfer to a duly requested account of Beneficiary.

ISP98. This Standby is issued subject to the International Standby Practices 1998 (ISP98) (International Chamber of Commerce Publication No. 590). This Letter of Credit is not assignable.

Issuer's Charges and Fees. Issuer's charges and fees for issuing, amending, or honoring this Standby are for Applicant's account and shall not be deducted from any payment Issuer makes under this Standby. [*Issuer undertakes to Beneficiary to pay the charges and fees of any bank nominated in this Standby to advise [and confirm] this Standby for acting on such nomination.*]

[*Communications. Communications other than demands may be made to Issuer in the manner and at the place for presentation and also as follows:* ***[address for mailed, couriered, telephone, telefax, or electronic communications].*** *Communications other than for notices of non-extension may be made to Beneficiary at Beneficiary's above-stated address and also as follows:* ***addresses for mailed, couriered, telephone, telefax, or electronic communications].***]

[*Issuer's name*]
[*signature*]

_____

Authorized Signature

_____[bank name] _____, a _____

By _____[bank officer's signature] _____

_____[bank officer's name printed] _____

Its _____[bank officer's title] _____

Phone: ____[bank officer's phone number] _____

ANNEX A: PAYMENT DEMAND
(ISP98 Model Government Standby (U.S.) Form 11.1

To: [*Issuer name and address*]

From: Development Services Department
City of Chandler
P.O. Box 4008
Mail Stop 405
Chandler, AZ 85244-4008

Date: _____, 20_____

Re: Standby Letter of Credit No. [*reference number*], dated [*date*], issued by [*issuers name*] ("Standby").

Ladies and Gentlemen:

The undersigned beneficiary demands payment of USD [*insert amount*] under the Standby. Beneficiary states that Applicant is obligated to pay to Beneficiary the amount demanded as provided in [*the contract, regulation, or other document that identifies the underlying obligations to the government beneficiary*]. Beneficiary requests that payment be made by wire transfer to an account of Beneficiary as follows: [*Insert name, address, and routing number of beneficiary's bank, and name and number of beneficiary's account*].

[*Beneficiary's name and address*]
By its authorized officer:
[*Insert original signature*]
[*Insert typed/printed name and title*]

If such deposit cannot be accomplished immediately for any reason, please make your payment in the form of a cashier's check issued by your institution and delivered to me at the address listed above.

I certify that I am the Development Services Director of the City of Chandler.

If there is any imperfection or defect in this draft or its presentation, please inform me immediately at (480) 782-3410 so that I can correct it. Also, please immediately notify the City Attorney at (480) 782-4656.

Thank you.

_____
City of Chandler, Development Services Director

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No.

Date: November 06, 2023
To: Mayor and Council
Thru: Joshua Wright, City Manager
Andy Bass, Deputy City Manager
Micah Miranda, Acting Development Services Director
From: Louis Kneip, Engineering Senior Manager
Subject: Resolution No. 5611 Approving a Development Agreement with Keystone at Hazelwood, LLC, Relating to Real Property Located at the Southeast Corner of Chandler Heights Road and 124th Street

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Proposed Motion:

Move City Council pass and adopt Resolution No. 5611 Approving a Development Agreement with Keystone at Hazelwood, LLC, Relating to Real Property Located at the Southeast Corner of Chandler Heights Road and 124th Street

Background:

Keystone at Hazelwood is a 22-lot, single-family home subdivision on 10 acres of land that was approved by the City Council on April 14, 2022. The property has frontage on Chandler Heights Road, which is currently being improved by the City of Chandler through a Capital Improvement Project (CIP).

Discussion:

Several minor changes are needed to the Chandler Heights Road CIP as a result of the new development. These include the design and construction of new utility stubs to service the development, modifications to the roadway curbing, and stormwater infrastructure. The costs for design and construction of the CIP modifications resulting from the new development will be calculated by the City and paid for by the Developer. The purpose of this Development Agreement is to memorialize the obligations of each party to effectuate the project changes and allow for cost reimbursement to the City of Chandler. This Agreement allows the City and Developer to better coordinate efforts during the CIP to ensure seamless delivery of both roadway improvements and the new subdivision.

Financial Implications:

There are no financial obligations for the City of Chandler.

Attachments

Resolution No. 5611
Development Agreement
Hazelwood Map

RESOLUTION NO. 5611

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING A DEVELOPMENT AGREEMENT WITH KEYSTONE AT HAZELWOOD, LLC, RELATING TO REAL PROPERTY LOCATED AT THE SOUTHEAST CORNER OF CHANDLER HEIGHTS ROAD AND 124TH STREET IN CHANDLER, ARIZONA.

WHEREAS, Keystone at Hazelwood, LLC ("Developer"), owns approximately 10 net acres of vacant land at the southeast corner of Chandler Heights Road and 124th Street, in Chandler, Arizona, which Developer intends to develop into a planned area development ("Hazelwood"); and

WHEREAS, on or about August 8, 2022, the City began construction of improvements to Chandler Heights Road (the "City Project") which, in part, abut Hazelwood; and

WHEREAS, the design and construction of Hazelwood requires design and construction changes to the City Project; and

WHEREAS, City and Developer wish to enter into a Development Agreement to coordinate Developer's responsibilities for the design and construction changes to the City Project so the improvements to Chandler Heights Road may be constructed in a cohesive and cost-effective manner.

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

Section 1. Approves the City of Chandler entering into a Development Agreement with Developer that will be in substantially the form and content attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. Authorizes the Development Services Director of the City of Chandler to execute the Development Agreement and any related documents for and on behalf of the City of Chandler.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ___ day of November, 2023.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5611 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of November, 2023 and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Exhibit “A”

WHEN RECORDED, RETURN TO:

Chandler City Clerk
P.O. Box 4008
Mail Stop 606
Chandler, Arizona 85244-4008

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF CHANDLER, ARIZONA AND KEYSTONE AT HAZELWOOD, LLC FOR IMPROVEMENTS TO CHANDLER HEIGHTS ROAD

City of Chandler Contract No. _____

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is entered into as of the day of _____, 2023 ("**Effective Date**"), by and between the City of Chandler, Arizona, an Arizona municipal corporation (which, together with any successor, public body, or officer hereafter designated by or pursuant to law, is hereinafter referred to as "**City**") and Keystone at Hazelwood, LLC, a Delaware limited liability company (which, together with any successors and permitted assigns is hereinafter referred to as "**Developer**"). The City and Developer are individually referred to herein as, a "**Party**" and collectively, as the "**Parties**".

RECITALS

A. On or about _____, the Chandler City Council approved Resolution No. 5611 which, among other things, authorizes the City's Development Services Director to enter into this Agreement.

B. The Parties acknowledge that this Agreement constitutes a "Development Agreement" within the meaning of Arizona Revised Statutes ("**A.R.S.**"), §9-500.05 and that, in accordance therewith, it shall be recorded against the interest of Developer in the Property, as described in Recital C below, in the Office of the Maricopa County Recorder to give notice to all persons of its existence and of the Parties' intent that the burdens and benefits contained herein be binding on and inure to the benefit of the Parties and all their successors in interest and permitted assigns.

C. Developer owns an approximate 10-acre parcel of land within the boundaries of the City, which is bounded by Chandler Heights Road on the north, and 124th Street on the west (the "**Property**"), which Developer intends to develop into a planned area development known as "Hazelwood" (the "**Development**"). The Property is legally described in **Exhibit A** attached hereto.

D. Chapters 47 and 48 of the Chandler City Code require Developer at Developer's sole cost to prepare plans and specifications and to construct improvements to Chandler Heights Road (among other improvements) in accordance with Chandler municipal standards and requirements and which arise out of or relate to the Development.

E. On or about August 8, 2022, the City began construction of improvements to Chandler Heights Road (the "City Project") which, in part, abut the Development.

F. The design and construction of the Development requires design and construction changes to the City Project (collectively "Development Changes to City Project"). The Development Changes to City Project that arise out of or relate to the Development and for which Developer is responsible include but are not limited to: (i) coordinate and relocate, if necessary, a stormwater retention basin and associated stormwater infrastructure; (ii) modify curb and gutter along Chandler Heights Road for the Development entrance and emergency access; (iii) coordinate the landscaping and landscaping irrigation in Chandler Heights Road right of way; and (iv) construction of a utility connection (stub out) for the 8" water line that runs from the Development to the water main in the Chandler Heights Road right-of-way ("Water Utility Stub"). The Development Changes to City Project listed above are generally described and depicted in **Exhibit "B"**. The Development Changes to City Project do not include any other Development utility connections ("Other Utility Stubs") as part of the City Project.

G. Through this Agreement the Parties desire to coordinate Developer's responsibilities for the Development Changes to the City Project so all improvements to Chandler Heights Road may be constructed in a cohesive and cost-effective manner for the Parties.

H. This Agreement solely relates to and describes Developer's obligations to design and construct the Development Changes to City Project for Chandler Heights Road. This Agreement does not apply or relate to Developer's additional obligations to design, construct, and maintain improvements for the Development including but not limited to the improvements in or that abut 124th Street or all required on-site improvements.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, it is understood and agreed by the Parties hereto as follows:

ARTICLE 1
CONDITIONS PRECEDENT

1.1 Property Right of Way Dedication. Developer agrees (at no cost to the City) to dedicate to the City (or any other applicable Approving Authority): (i) fee title to the right of way located within the boundaries of the Property that is customarily required by the City (or any other applicable Approving Authority) for all off-site improvements (collectively "Improvements") including but not limited to the right of way for Chandler Heights Road, and (ii) any permanent or temporary access, construction, utility, and drainage and slope easements within the boundaries of the Property that are customarily required by the City (or any other applicable Approving Authority) for the construction, operation, maintenance, repair and replacement of the Improvements (collectively, "**Property ROW**"). All dedications shall be made when customarily required by the City (or other applicable Approving Authority), and by executing a final plat, map of dedication, or other method customarily required by the City (or any other applicable Approving Authority).

ARTICLE 2
DEVELOPER'S RESPONSIBILITIES FOR THE DEVELOPMENT CHANGES TO CITY PROJECT AND IMPROVEMENTS

2.1 Design and Construct Other Utility Stubs. Developer must design and construct the Other Utility Stubs for the Development in accordance with City standards and requirements at Developer's sole cost before the start of the City Project, or as otherwise agreed to by the City. Developer and City will coordinate the schedule and timing of the Other Utility Stubs construction. If Developer is unable to timely complete construction of the Other Utility Stubs, upon written request and agreement by Developer and the City, the City may construct the Other Utility Stubs as part of the City Project at Developer's sole cost. Provided; however, Developer is solely responsible for and must first obtain all required approvals and permits for Other Utility Stubs at Developer's sole cost and expense.

2.2 Coordination With City for Development Changes to City Project. Developer, at Developer's sole cost and through Developer's designer, must work with and coordinate with the City Project designer to design and prepare construction documents for the Development Changes to City Project. Based on the coordinated construction documents for the Development Changes to City Project, the City Project designer will prepare an itemized summary of the changes and additional work and materials for the Development Changes to the City Project (collectively "Development Changes Scope of Work"). Based on the Development Changes Scope of Work, the City Project contractor will prepare a change order to the City Project that deducts the costs included in the City Project for the above referenced stormwater retention and infrastructure, and curb and gutter at the Development entrance and emergency entrance, and adds the construction costs calculated by applying contractor's unit prices in the City Project construction agreement to the Development Changes Scope of Work (collectively "Development Changes Change Order"). Developer, at Developer's sole cost, will coordinate with the

City Project to install landscaping, landscaping irrigation, and any other necessary improvements under the scope of this Agreement in the Chandler Heights Road right of way as approved by the City.

2.3 Payment for Development Changes to City Project; Deposit Account Agreement. Developer acknowledges and agrees to the "prompt payment" statutes and requirements that apply to the City Project. Accordingly, within 30 days of the Effective Date, Developer agrees to enter into the deposit account agreement attached as **Exhibit "C"** ("Deposit Account Agreement") and must deposit the following amounts in the deposit account for the following costs and amounts within thirty (30) days of the City's written request: (i) $10,000 plus 10% for increase to project costs for the City Project designer's fees and costs to design and prepare the Development Changes to City Project construction documents and Development Changes Scope of Work and any changes to environmental clearances; (ii) $15,000 plus 10% for increase to project costs for the City Project designer's fees and costs for construction management and administration of the Development Changes to City Project; (iii) the Development Changes Change Order amount plus 10% for increase to project costs; and (iv) $5,000 plus 10% for increase to project costs for the City's additional reasonable costs and fees incurred as a result of, or arise out of, or relate to the Development Changes to City Project. Within 30 days of Final Acceptance of City Project, the City will return to Developer the remaining funds, if any, plus accrued interest in the deposit account.

2.4 System Development Fees. In addition to the payments under this Agreement, Developer must pay all outstanding system development fees as required by the City.

2.5 Issuance of Temporary Certificates of Occupancy ("TCO") and Certificates of Occupancy ("CO"). When the City Project is substantially complete in the right of way that abuts the Development, the City may, in its reasonable discretion, coordinate with Developer to issue TCO's to Developer for Development model homes. Consistent with City's existing practices, procedures, and regulations, when the Certificate of Substantial Completion for the City Project is issued and Developer has fully and completely satisfied Developer's obligations under this Agreement, the City may, in its reasonable discretion, coordinate with Developer to issue CO's for the Development.

2.6 Developer to Coordinate and Install Landscaping. Developer, at Developer's sole cost, acknowledges, accepts, and agrees that Developer will coordinate with the City Project contractor to install all landscaping and landscaping irrigation located in the right of way that abuts the Development.

2.7 Construction Easements. At no cost to the City, with this Agreement, Developer and its successors and assigns grants to City a temporary construction easement to permit the City and its authorized agents, employees, and contractors access to and use of the

portion of the Property as necessary for the design, construction, maintenance, and operation for the City Project.

2.8 Coordination of 124th Street Improvements. Although this Agreement solely relates to the City Project for improvements to Chandler Heights Road, Developer acknowledges, accepts, and agrees, to the extent reasonably necessary, to coordinate the design, construction, operation, and maintenance of improvements to 124th Street as required by the City's annexation of the Property and approval of the Development with the City and Tri-Pointe Homes Arizona 91, LLC, the developer of the Treeland development that abuts 124th Street on the west.

ARTICLE 3
CITY'S RESPONSIBILITIES

3.1 City to Design and Construct Development Changes to City Project. The City, through its designer and contractor, will design and construct the Development Changes to City Project at Developer's sole cost.

3.2 Irrigation and Utility Infrastructure in Chandler Heights Road. As part of the City Project, the City will install and place underground the irrigation canal that runs parallel to the Development and the water line located in Chandler Heights Road right of way.

ARTICLE 4
PARTY REPRESENTATIONS

4.1 City's Representations. The City represents and warrants to Developer that:

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

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

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

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

4.2 Developer's Representations. Developer represents and warrants to the City that:

4.2.1 Developer is duly formed and validly existing under Delaware law authorized to do business in the State of Arizona and that the individual(s) executing this Agreement on behalf of Developer is authorized and empowered to bind Developer.

4.2.2 Developer is the owner in fee of the Property and has the full right, power, and authorization to enter and perform this Agreement and of the obligations and undertakings of Developer under this Agreement, and the execution, delivery and performance of this Agreement has been duly authorized and agreed to in compliance with its organizational documents.

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

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

ARTICLE 5
INSURANCE AND INDEMNIFICATION

5.1 Insurance Responsibility. During the entire term of this Agreement, Developer must insure its property and activities and must provide insurance and indemnification as follows: Developer must procure and maintain, and must cause its contractors to procure and maintain as provided in Section 5.7 below, until all their respective obligations have been discharged, insurance against claims for injury to persons or damage to property that may arise from or in connection with Developer's obligations under this Agreement and Developer's activities including, but not limited to, the installation, construction, relocation, removal, repair, operation, and maintenance of the Development Changes to City Project and landscaping by Developer, its agents, representatives, employees, contractors, successors, or assigns. The insurance requirements herein 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 contained herein are sufficient to protect Developer from liabilities that might arise out of this Agreement by Developer, its agents,

representatives, employees, contractors, successors, or assigns and Developer is free to purchase such additional insurance as may be determined necessary.

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

5.2.1 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 must be named as an additional insured with respect to liability arising out of the activities performed by Licensee." 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.

5.2.2 Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of work under this Agreement:

Combined Single Limit (CSL)	$1,000,000

The policy must contain an "MCS-90" endorsement providing for clean-up of pollution conditions arising from transported product, if the work performed under the Agreement requires the transportation of any Hazardous Substances by motor vehicle. The policy must also be endorsed to include the following additional insured language: "The City of Chandler its agents, representatives, officers, directors, officials, employees, and volunteers must be named as an additional insured with respect to liability arising out of the activities performed by Developer, including automobiles owned, leased, hired, or borrowed by Developer ".

5.2.3 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 must contain a waiver of subrogation against the City of Chandler.

5.3 Additional Insurance Requirements. The policies must be, contain, or be endorsed to contain, the following provisions: Developer's insurance coverage must be primary insurance and non-contributory with respect to the obligations that Developer 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 Developer under this Agreement.

5.4 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be canceled or materially changed except after thirty (30) days prior written notice has been given to the City. 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: Development Services Department
215 East Buffalo Street
P.O. Box 4008, Mail Stop 405
Chandler, Arizona 85244-4008

With a copy to:
Office of the City Attorney
Attention: Risk Management
175 South Arizona Avenue
P.O. Box 4008 Mail Stop 602
Chandler, Arizona 85244-4008
Email: legal.notices@chandleraz.gov

5.5 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 Developer from potential insurer insolvency.

5.6 Verification of Coverage. Developer 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 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 Development Services Department with a copy to Risk Management as the addresses listed in Section 4.4. The Agreement number and description are to be noted on the certificate of insurance. At City's request, Developer must make certified copies of all insurance policies required by this Agreement available for City's review through a representative and at a location within Maricopa County, Arizona designated by Developer.

5.7 Contractors. Developer's certificate(s) must include those contractors engaged by Developerwho will perform work in the right-of-way as additional insureds under its policies or contractors must maintain separate insurance as determined by Developer and such contractors must name City of Chandler as an additional insured, provided that contractor's limits of liability must not be less than $1,000,000 per occurrence, $2,000,000 aggregate.

5.8 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.

5.9 Indemnity. In addition to all other indemnities and other obligations hereunder, to the fullest extent permitted by law, throughout the term of this Agreement or any and all permits and until all obligations and performances under or related to this Agreement are satisfied and all matters described in this paragraph are completely resolved, Developer and all other persons using, acting, working, or claiming through or for Developer, its successors and assigns (if they or their subcontractor, employee, or other person or entity hired or directed by them participated in any way in causing the claim in question) must jointly and severally indemnify, defend, and hold harmless City for, from, and against any and all claims or harm related to Developer's use and maintenance of the Public Rights-of-Way or other City-owned property or the rights granted to Developer with respect to the Public Rights-of-Way or City-owned property or Developer's exercise of its rights under this Agreement (the "Indemnity"). Without limitation, the Indemnity must include and apply to any and all allegations, demands, judgments, assessments, taxes, impositions, expenses, proceedings, liabilities, obligations, suits, actions, claims (including without limitation claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use, financial harm, or other impairment), damages, losses, expenses, penalties, fines, or other matters (together with all reasonable attorney fees, court costs, and the cost of appellate proceedings and all other costs and expenses of litigation or resolving the claim) that may arise in any manner out of Developer's use of the Public Rights-of-Way or other City-owned property pursuant to this Agreement or any and all Permits, or any

actions, acts, errors, mistakes or omissions relating to work or services in the performance of or related to this Agreement by Developer, including without limitation any injury or damages or cause of action claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents, or other persons upon or using the Public Rights-of-Way or other City-owned property or surrounding areas related to Developer's exercise of its rights under this Agreement, except to the extent caused by City or any other Additional Insured or anyone for whose mistakes, errors, omissions, or negligence City may be liable. Notwithstanding the foregoing, the Indemnity does not apply to: (i) Claims arising from the sole negligence or intentionally wrongful acts of City; or (ii) Claims that the law prohibits from being imposed upon the indemnitor.

5.10 Risk of Loss. Developer assumes the risk of any and all loss, damage or claims related to Developer's use of the Public Rights-of-Way or other City-owned property, Developer or third parties throughout the term of this Agreement and the term(s) of any and all permits. Developer must be responsible for any and all damage to its property and equipment related to this Agreement unless caused by the negligence of the City or its agents or contractors.

5.11 Insurance to be Provided by Others. Developer must cause its contractors or other persons occupying, working on or about, or using the Public Rights-of-Way or City-owned property under this Agreement to be covered by their own or Developer's insurance as required by this Agreement. The required policy limits for commercial general liability insurance provided by such persons must be $1,000,000 for each occurrence, $1,000,000 for products and completed operations annual aggregate, and $2,000,000 general aggregate limit per policy year. This paragraph does not apply to persons who do not actually perform physical labor in the Public Rights-of-Way or on other City-owned property (such as Developer's contractors).

ARTICLE 6
GENERAL CONDITIONS

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

To Developer: Keystone at Hazelwood, LLC
Attn: Jeff King
7550 E. McDonald Drive, Suite G
Scottdale, Arizona 85250

And,	Burch & Cracchiolo, PA Attn: M. Brennan Ray 1850 N. Central Avenue, Suite 1700 Phoenix, Arizona 85004
To City:	City of Chandler Attn: Development Services Department 215 East Buffalo Street P.O. Box 4008, Mail Stop 405 Chandler, AZ 85244-4008
And,	City of Chandler Attn: City Clerk 175 South Arizona Avenue P.O. Box 4008, Mail Stop 606 Chandler, AZ 85244-4008

6.2 Effective Date of Notices. Any Notice will (i) if delivered personally or delivered through a same day delivery/courier service be deemed effective upon delivery or refusal to accept delivery by the addressee; and (ii) if delivered by U.S. mail in the manner described above be deemed effective upon the earlier of receipt or three (3) business days after deposit in a post office operated by the United States or with a United States postal officer; and (iii) if sent by a recognized national overnight delivery service be deemed effective one (1) business day after deposit with such service. Notwithstanding the foregoing, no payment shall be deemed to be made until received in good and available funds by the intended payee. The Parties hereby acknowledge and agree that any Notice transmitted solely by facsimile or by electronic mail shall be deemed ineffective.

6.3 Cooperation; Further Acts. The Parties agree to cooperate with each other to support the efforts of Developer and City consistent with this Agreement, as reasonably necessary to facilitate the design and construction of the Improvements in accordance with the terms of this Agreement. In furtherance of the foregoing, each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

6.4 Default. Subject to the limitations set forth in this Agreement, in the event of a default by a Party of the terms of this Agreement, the non-defaulting Party shall have all remedies available to it at law or in equity, including, without limitation, specific performance of any obligation created under this Agreement and the issuance of an injunction; provided, however, each Party waives any right to seek recovery of, or recover, any special, consequential, punitive, or other monetary damages of any kind, other than actual damages.

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

6.12 Counterparts. 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. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

6.13 Exhibits. The Recitals of this Agreement are incorporated herein by reference and form a part of this Agreement. The Parties agree that all references to this Agreement include all Exhibits designated in and attached to this Agreement, such Exhibits being incorporated into and made an integral part of this Agreement for all purposes.

Exhibit A:	Legal Description of Property
Exhibit B:	General Description and Depiction of Development Changes to City Project
Exhibit C:	Deposit Account Agreement
Exhibit D:	Form Development Agreement Release

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

6.15 Recordation; Full Release of Property. The City will cause this Agreement to be recorded in its entirety in the Official Records of Maricopa County, Arizona, not later than ten (10) days after execution of the Agreement by the Parties and shall thereafter promptly provide a recorded copy of this Agreement to Developer. Following Final Acceptance of the Improvements, the Parties shall execute, have acknowledged and cause to be recorded an instrument in the form attached as **Exhibit "D"** acknowledging that the Agreement has terminated, and all benefits and burdens contained in the Agreement are released.

6.16 Warranty Against Payment of Consideration for Agreement. Developer warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, consultants, engineers, and attorneys.

6.17 Non-liability of Officials, Partners, and Employees. No member, official or employee of the City will be personally liable to Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become

6.5 Venue; Attorney's Fees. Any legal actions instituted pursuant to this Agreement must be filed in the County of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona. In any legal action, the prevailing party in such action will be entitled to reimbursement by the other Party for all costs and expenses of such action, including reasonable attorneys' fees as may be fixed by the court.

6.6 Conflict of Interests. No member, official or employee of the City may have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law. All Parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of Arizona Revised Statutes § 38-511.

6.7 No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any owner-contractor, contractor-contractor, employer-employee, partnership, or joint venture relationship between or among any or all the Parties hereto. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

6.8 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations, and understandings of the Parties, oral or written, are hereby superseded, and merged herein. No change or addition is to be made to this Agreement except by written amendment executed by the Parties hereto.

6.9 Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of the State of Arizona.

6.10 Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Agreement shall be conclusively determined to be invalid or unenforceable to any extent, such provision shall be ineffective to the extent of such invalidation or unenforceability, but such determination shall not invalidate the remainder of such provision or the remaining provisions of this Agreement.

6.11 Calculation of Days. As used herein, the term "business day" shall mean a day that is not a Saturday, Sunday, or legal holiday in the City of Chandler. If the last day of any time period stated in this Agreement or the date on which any obligation to be performed under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Arizona, then the duration of such time period or the date of performance, as

due to Developer or its successor, or on any obligation under the terms of this Agreement.

6.18 No Waiver. Except as otherwise expressly provided in this Agreement, any failure or delay by any Party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies, including but not limited to rights and remedies existing at common law.

6.19 Captions. The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.

6.20 No Agency Created. Nothing contained in this Agreement creates any partnership, joint venture, or agency relationship between the City and Developer. No term or provision of this Agreement is intended to be for the benefit of any person, firm, organization, or corporation not a party hereto, and no other person, firm, organization, or corporation may have any right or cause of action hereunder.

6.21 Governing Statutes. References are made in this Agreement to specific sections of the Arizona Revised Statutes. Any such references mean the statute in effect on the date of the execution of this Agreement and any subsequent renumbering or reordering of those provisions.

6.22 No Israel Boycott. By entering into this Agreement, Developer certifies that Developer is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.

6.23 Developer's Ownership and Management. Upon request by the City, Developer must furnish information to City that describes all persons or entities having ownership or management rights of Developer, including a description of the ownership percentages and/or decision-making authority of each person or entity, including without limitation a copy of all operating agreements and articles of incorporation, and any other information reasonably requested by City for this purpose, including any amendments to such documents. Developer must provide Notice to City within thirty (30) days if there is any change of ownership or management of Developer through amendment or other agreement of any of the legal documents or agreements governing the business operation of Developer.

Remainder of page left intentionally blank

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

CITY:

CITY OF CHANDLER, ARIZONA, an Arizona municipal corporation
By: _____
DEVELOPMENT SERVICES DIRECTOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

DEVELOPER:

KEYSTONE AT HAZELWOOD, LLC, A DELAWARE LIMITED LIABILITY COMPANY

By: _____ Rich Eneim Jr. manager of KHB MP LLC, manager of Keystone at Hazelwood, LLC
Its: Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing Agreement was acknowledged before me this 19 day of September, 2023, by Rich Eneim Jr, the Manager of Keystone at Hazelwood, LLC, a Delaware limited liability company.

Laura C Monoscalco
Notary Public

My Commission Expires: 4-30-2024

OFFICIAL SEAL
LAURA C MONOSCALCO
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMM # 582192
My Comm. Expires 04/30/2024

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Clouse Engineering, Inc.
ENGINEERS ▪ SURVEYORS
5010 E. Shea Blvd. Ste. 110 ▪ Scottsdale, Arizona 85254 ▪ TEL (602) 395-9300 ▪ FAX (602) 395-9310

Job No. 210602
August 25, 2021

Legal Description
For
Hazelwood

The Northwest quarter of the Northwest quarter of the Northeast quarter of Section 26, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at a found brass cap in hand hole marking the North quarter corner of said Section 26, from which found brass cap in hand hole marking the Northeast corner of said Section 26 bears North 88 degrees 51 minutes 34 seconds East (Basis of Bearing) a distance of 2656.86 feet;

Thence along the North line of said Northeast quarter of Section 26 and the monument line of E. Chandler Heights Road, North 88 degrees 51 minutes 34 seconds East a distance of 664.22 feet to the Northeast corner of said Northwest quarter of the Northwest quarter of the Northeast quarter of Section 26;

Thence South 00 degrees 11 minutes 20 seconds East a distance of 661.59 feet to the Southeast corner of said Northwest quarter of the Northwest quarter of the Northeast quarter of Section 26;

Thence South 88 degrees 52 minutes 00 seconds West a distance of 664.06 feet to the Southwest corner of said Northwest quarter of the Northwest quarter of the Northeast quarter of Section 26;

Thence along the West line of said Northwest quarter of the Northwest quarter of the Northeast quarter of Section 26, North 00 degrees 12 minutes 08 seconds West a distance of 661.51 feet to the **Point of Beginning**;

Note: The Gross area of the parcel is 439,300 square feet or 10.0849 acres more or less.

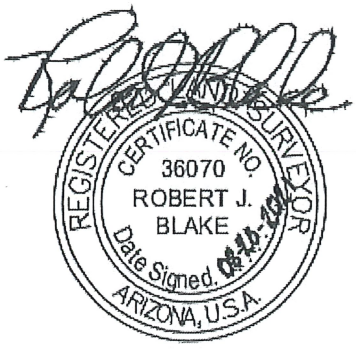
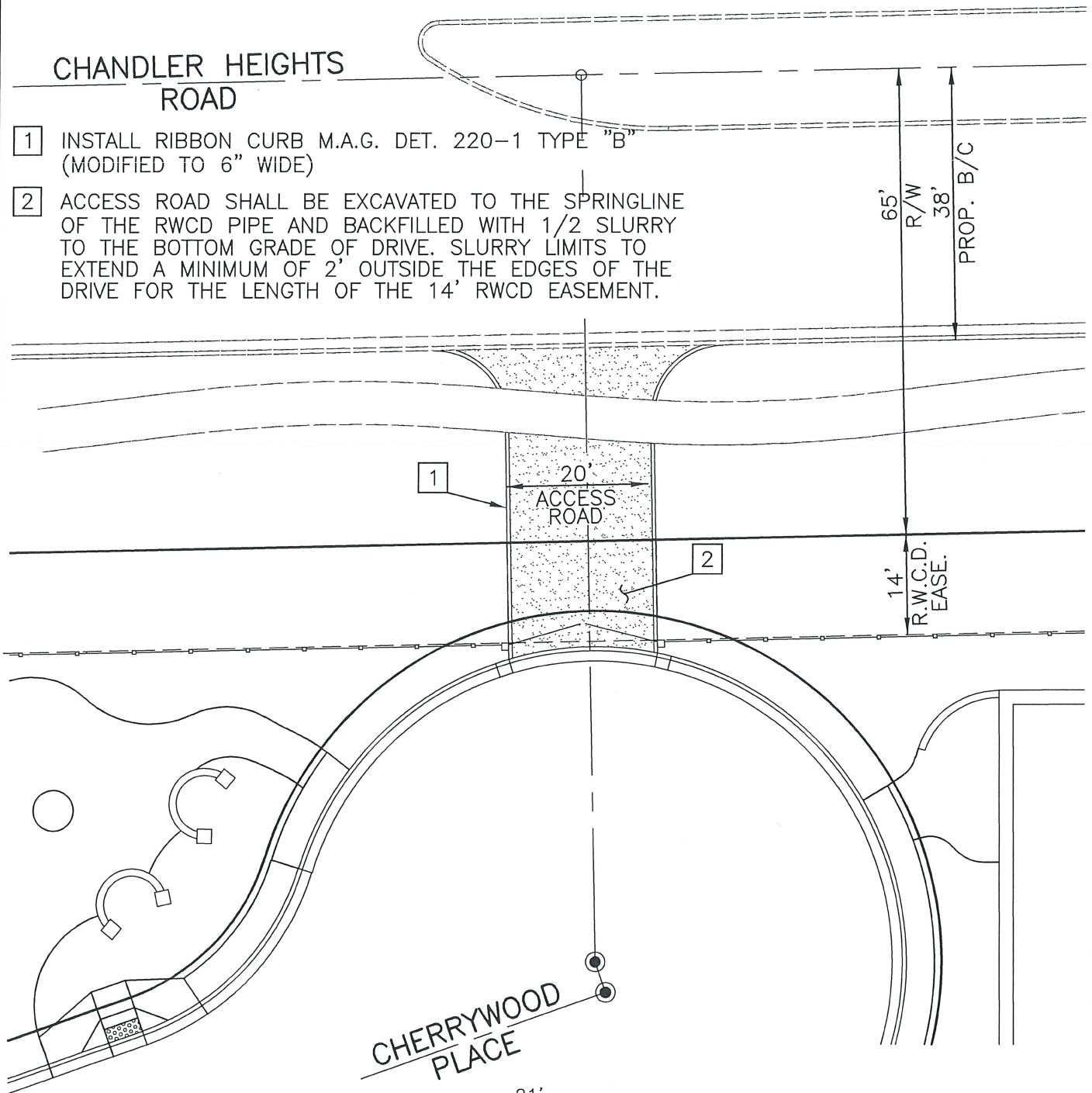
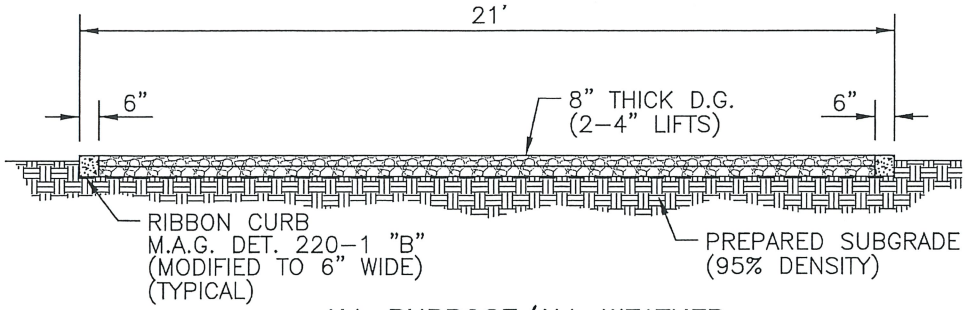


EXHIBIT B
GENERAL DESCRIPTION AND DEPICTION OF DEVELOPMENT CHANGES TO CITY PROJECT

EXHIBIT B





ALL PURPOSE/ALL WEATHER
ACCESS DRIVE

EXHIBIT B

CHANDLER arizona
Community of Innovation

LETTER OF TRANSMITTAL

To: Granite Construction Attn: Alex Montoya Granite Construction 2020 S McClintock Dr, Suite 105 Tempe, AZ 85282	Date: 9/13/2022
Re: Chandler Heights Rd Improvements (McQueen Rd to Gilbert Rd) **Field Directive 04 – Water and Sewer Stubs**	City Project No.: ST1614-401 Federal Project No.: CHN-0(240)D ADOT No.: T009901C
From: Shane Johannsen, P.E.	Ardurra Project No.: 222200

DESCRIPTION:
Field Directive for installing a new water stub and extend an existing sewer and water stub.

THESE ARE TRANSMITTED:

- ☐ For Review and Comment
- ☒ For Your Use
- ☒ For Further Direction

REMARKS:

Signed: _____
Shane Johannsen, P.E.
Resident Engineer

Copy To: City of Chandler
Ardurra Project No. 222200 File

EXHIBIT B

CHANDLER arizona
Community of Innovation

FIELD DIRECTIVE 04

Project Name:	**Chandler Heights Rd Improvements (McQueen Rd to Gilbert Rd)**	Issue Date:	**9/13/2022**
Project Nos.:	**ST1614-401 CHN0240D T009901C**	Contractor:	**Granite Construction**
Project Owner:	**City of Chandler**	Field Directive Issued By:	**Ardurra**
Field Order No.:	**04**		

Subject:	**Water and Sewer Stubs**	Specification Section:	**N/A**
Drawing Reference:	**PL08, PL15, PL16 Sheets 23, 37, 39 of 229**		

Field Order Description:
Contractor shall install new and extended stubs per the below locations and descriptions:

1. New water stub STA 147+69
   a. Install a 12"x12"x8" tapping sleeve and 8" valve on existing 12" waterline at STA 147+69.
   b. Install approx. 125' of new 8" DIP water line to extend water line past new RWCD easement.
   c. Install a flushing pipe assembly with ball valve at the end of the new stub.
   d. Ensure 8" waterline is installed to be 2' min. clearance underneath new RWCD pipe. If water pipe is installed first, Contractor shall install ½ sack slurry backfill between the new 8" waterline and the RWCD pipe for a length of 14' centered on the RWCD pipe.

~~2. Salt Cedar Creek~~
   ~~a. Extend 8" sewer stub at STA 175+72 by approx. 26' to extend past new RWCD easement. Pipe slope to be minimum 0.33%.~~
   ~~b. Location of new 8" water stub to be shifted to STA 176+15. 22.5° bends shall be installed as shown in attached plan sheet updates to bring new 8" to STA 176+00 and extend past new RWCD easement.~~
   ~~c. Install a flushing pipe assembly with ball valve per COC Std Det C-300 at the end of the new stub.~~
   ~~d. Ensure 8" waterline and 8" sewer is installed to be 2' min. clearance underneath the new RWCD pipe. If water and sewer are installed first, Contractor shall install ½ sack slurry backfill between the new 8" waterline and/or 8" sewer line and the RWCD pipe for a length of 14' centered on the RWCD pipe.~~

~~3. New water stub STA 181+37~~
   ~~a. Install a 12"x12"x8" tapping sleeve and 8" valve on existing 12" waterline at STA 181+37.~~
   ~~b. Install approx. 95' of new 8" DIP water line to extend water line past new RWCD easement.~~
   ~~c. Install a flushing pipe assembly with ball valve at the end of the new stub.~~
   ~~d. This 8" waterline shall be installed after new RWCD pipe has been removed, and existing has been removed.~~

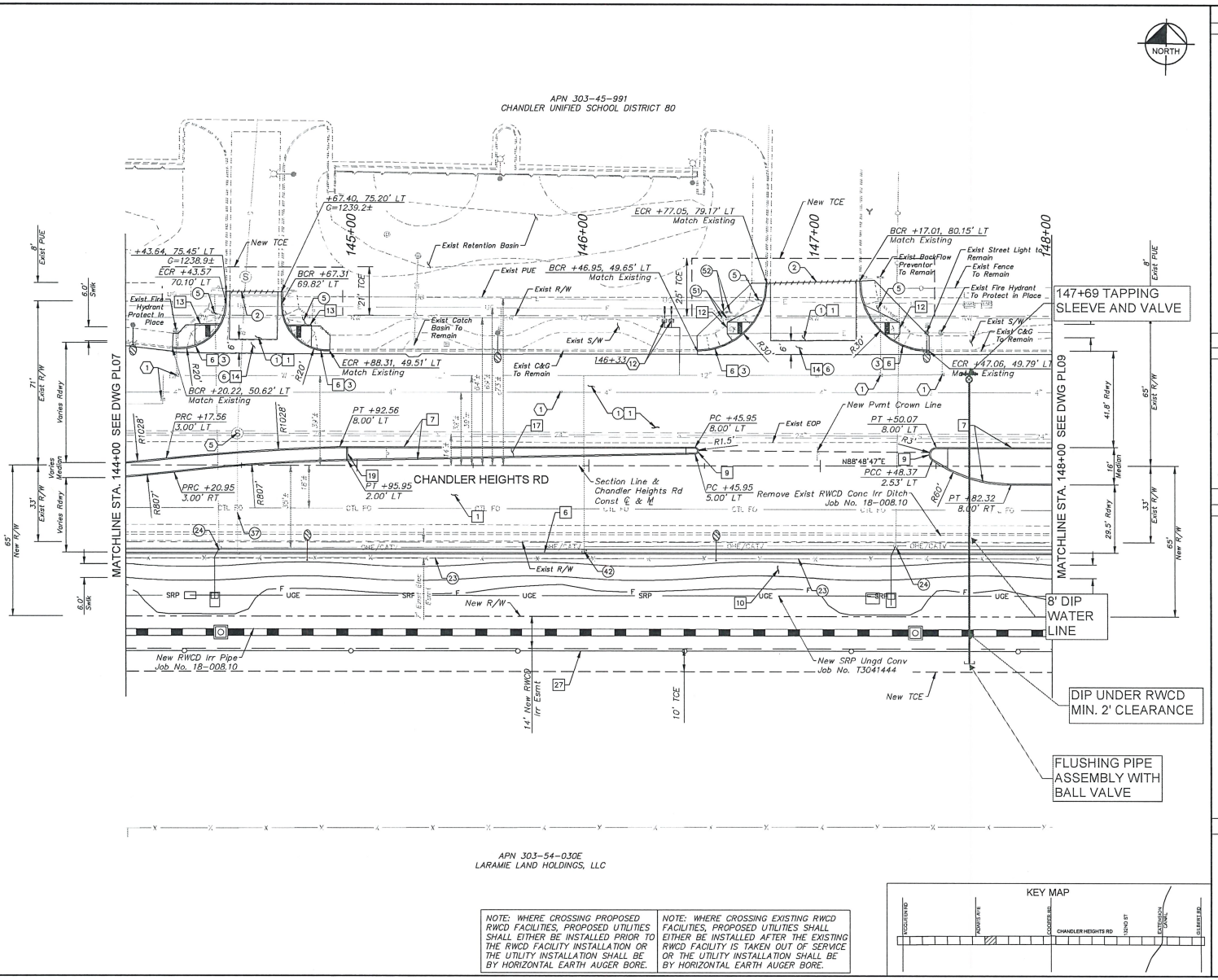
Final plans from the developer shall be utilized as a reference for installation.

The work shall be paid through the allowance identified below for items not covered under an existing bid item. Contractor to work with field inspection staff as needed to track work as time and materials.

Bid Schedule Modifications:

Contractor reimbursement shall be **Bid Item 248 – Allowance (Wet Utilities).**

EXHIBIT B



NOTE: WHERE CROSSING PROPOSED RWCD FACILITIES, PROPOSED UTILITIES SHALL EITHER BE INSTALLED PRIOR TO THE RWCD FACILITY INSTALLATION OR THE UTILITY INSTALLATION SHALL BE BY HORIZONTAL EARTH AUGER BORE.

NOTE: WHERE CROSSING EXISTING RWCD FACILITIES, PROPOSED UTILITIES SHALL EITHER BE INSTALLED AFTER THE EXISTING RWCD FACILITY IS TAKEN OUT OF SERVICE OR THE UTILITY INSTALLATION SHALL BE BY HORIZONTAL EARTH AUGER BORE.

KEY MAP

CONSTRUCTION NOTES

NO.	DESCRIPTION	UNIT
1	AC Pavement Per Structural Section No. 1, See DWG TX01	SY
6	Concrete Curb & Gutter Per MAG Dtl 220, Type 'A', H=6"	LF
7	Concrete Single Curb Per MAG Dtl 222, Type 'A', H=6"	LF
9	End of Median Ramp Per COC Dtl C-225	EA
10	Concrete Sidewalk Per MAG Dtl 230, 6' (Typ.)	SF
12	Concrete Sidewalk Ramp Per COC Dtl C-25B & C-249	EA
13	Concrete Sidewalk Ramp Per COC Dtl C-257	EA
14	Concrete Valley Gutter Per MAG Dtl 240, Width Per Plan	SF
17	Interlocking Concrete Pavers, See DWG LS07 for Details	–
19	Concrete Header, (6"), See DWG LS08 for Details	LF
27	Barbed Wire Fence Per ADOT C-12.10, Type 2	LF

UTILITY NOTES

NO.	DESCRIPTION	UNIT
1	Adjust Valve Box & Cover Per MAG Dtl 391, Type 'C', with Concrete Collar Per COC Dtl C-307 & C-406	EA
5	Replace Concrete Adjustment Rings & Cast Iron Frame with Alternative Materials Per COC Dtl C-400 & C-401 & Adjust to Grade	EA
12	New Water Meter Per COC Dtl C-301 & C-316	EA

REMOVAL NOTES

NO.	DESCRIPTION	UNIT
1	Remove & Dispose Existing AC Pavement	SY
2	Sawcut Existing Concrete/Pavement	–
3	Remove & Dispose Existing Curb & Gutter	LF
5	Remove & Dispose Existing Sidewalk	SF
6	Remove & Dispose Existing Valley Gutter	SF
23	Remove & Dispose Existing Fence	LF
24	Remove Existing Utility Pole (By SRP)	–
37	Abandon Exist 12" Sewer Stub, Place Concrete Plug At Manhole	EA
42	Remove Existing Corp Stop and Abandon at Main	EA
51	Remove Existing Water Meter	EA
52	Remove Existing Backflow Preventer	EA

SHEET NOTES

1. Dimensions and offsets are to the face of curb unless otherwise noted.
2. See DWG PR08 for Paving Profile.
3. See DWG SW03 for Sidewalk Ramp Details.
4. See DWG SL02 for Street Lighting Plan.

GRAPHIC SCALE IN FEET 0 10 20 40

Call at least two full working days before you begin excavation. ARIZONA 811 Arizona Blue Stake, Inc. Dial 8-1-1 or 1-800-STAKE-IT (782-5348) In Maricopa County (602) 263-1100

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2019 KIMLEY-HORN AND ASSOCIATES, INC.
7740 N. 16TH STREET, SUITE 300, PHOENIX, ARIZONA 85020
PHONE 602-944-5500 FAX 602-944-7423
WWW.KIMLEY-HORN.COM

Registered Professional Engineer 33464 CHRIS C. WOOLERY Date Signed 08/17/21 ARIZONA, U.S.A.

SCALE (H): 1"=20'	N/A
SCALE (V):	N/A
DESIGNED BY:	RSM
DRAWN BY:	DRR
CHECKED BY:	CCW
DATE:	08/2021

CITY OF CHANDLER
CHANDLER HEIGHTS RD IMPROVEMENTS
CHANDLER HEIGHTS RD PAVING PLAN
STA 144+00 TO STA 148+00

CITY PROJECT NO. ST1614.401
FEDERAL NO. CHN-0(240)D
ADOT NO. T0099 01C

SHEET DWG PL08

23 OF 229

C.O.C. LOG NO. CIVT18-0048 CHANDLER HEIGHTS RD IMPROVEMENTS

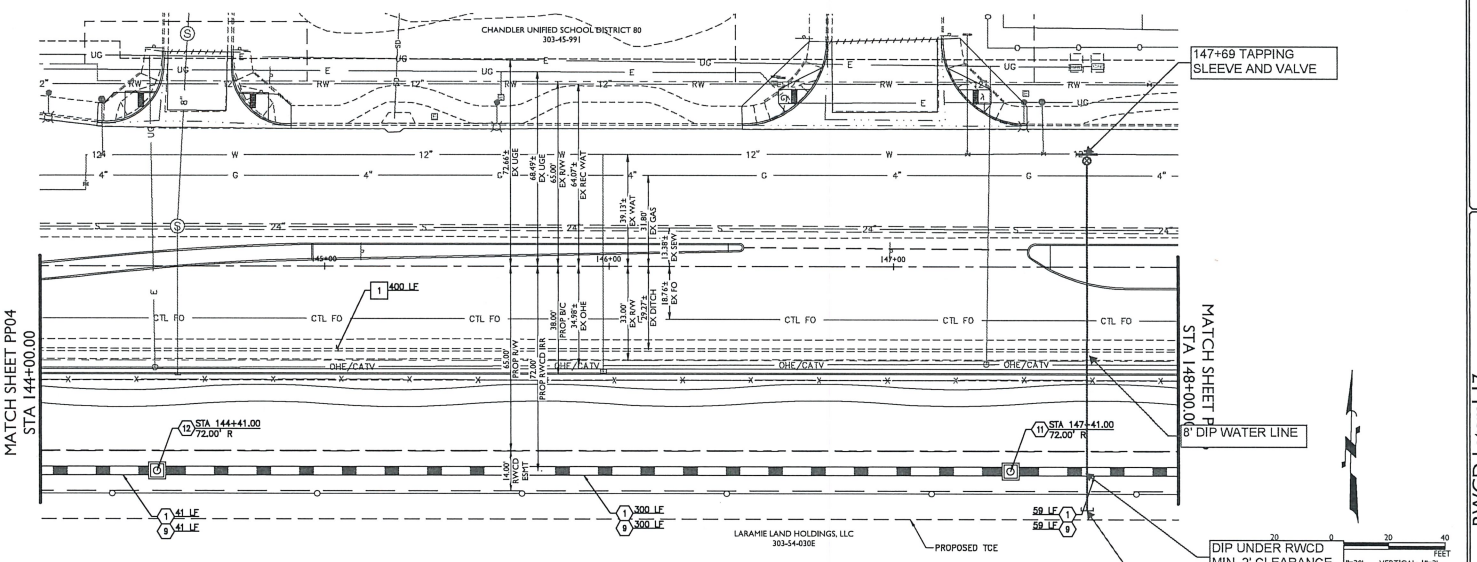
Plotted By: Marks, Ryan Sheet Set: CHANDLER HEIGHTS RD IMPROVEMENTS Layout: Layout1 October 05, 2021 01:23:19pm K:\PHX_Roadway\181486008-Chandler Heights Rd-McQueen to Gilbert\Civil\12-Sheets\181486008_PL08.dwg

18-008.10 Lateral 17 - Chandler Heights Road Improvements

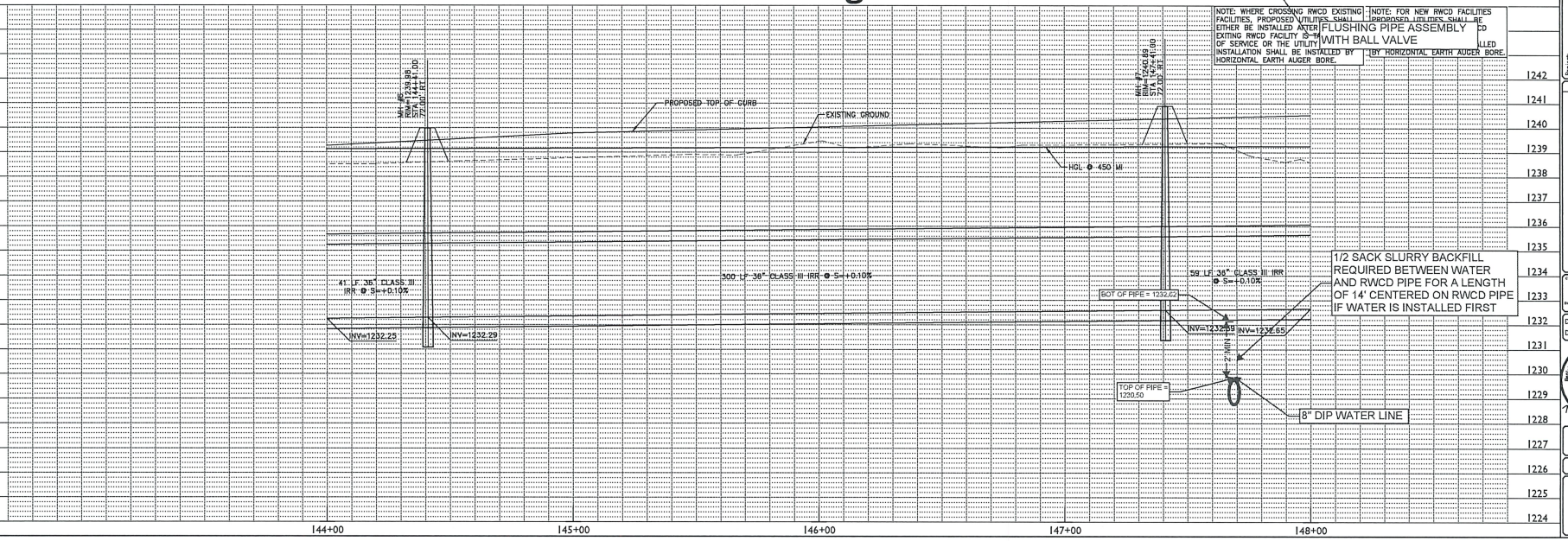
Construction Notes

	IRRIGATION NOTES	
1	36 INCH RGRCP CLASS III	400 LF
9	TRENCH BACKFILL, DTL 3 SHEET DT01, TYPE B	400 LF
11	4 SIDED MANHOLE, DTL 4 SHEET DT01 (RWCD-19)	1 EA
12	4 SIDED PRESSURE MANHOLE, DTL 4 SHEET DT01 (RWCD-19)	1 EA
	REMOVAL NOTES	
1	REMOVE EXISTING CONCRETE IRRIGATION DITCH, HAULOFF AND DISPOSE OF PROPERLY. BACKFILL WITH CLEAN NATIVE MATERIAL. COMPACT TO 95% (MIN) OF MAXIMUM DENSITY PER AASHTO T-99	400 LF

EXHIBIT B



Chandler Heights Road



EPS GROUP
1130 N. Alma School Rd
Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
w w w . e p s g r o u p i n c . c o m

Project:
RWCD Lateral 17
Chandler Heights Road Improvements
Irrigation Plan & Profile

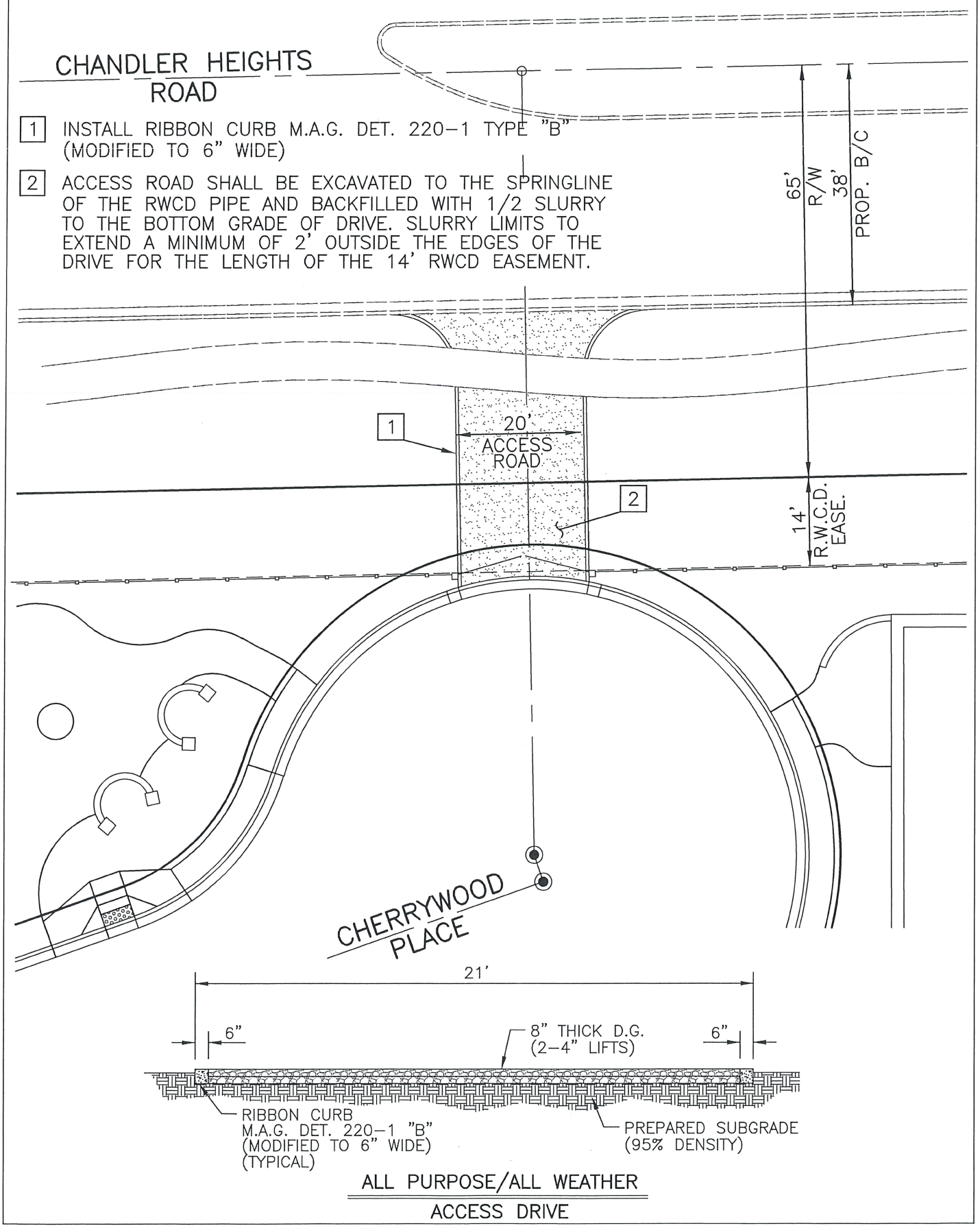
Revisions:

Designer: FC
Drawn by: RW

Job No. 18-008.10
PP05
Sheet No. 13 of 28

Nov 11, 2021 8:14am S:\Projects\2018\18-008\18-008.10-Lateral-17-ChandlerHeights-McQueen-Gilbert\Civil\CAD_Plan\18-008.10 - PP05.dwg
cgullar

EXHIBIT B



ALL PURPOSE/ALL WEATHER

ACCESS DRIVE

EXHIBIT C
DEPOSIT ACCOUNT AGREEMENT
(Lump Sum)

THIS DEPOSIT ACCOUNT AGREEMENT ("Deposit Agreement") is made this ____ day of _____, 2023, by Keystone at Hazelwood, LLC, a Delaware limited liability company, whose principal address is 7550 E. McDonald Drive, Suite G, Scottsdale, Arizona, 85250 (the "Depositor") for the benefit of the City of Chandler, Arizona, a municipal corporation (the "City").

I. RECITALS

1.1 Depositor is the Developer as defined under that certain Development Agreement between the City and Developer for improvements to Chandler Heights Road in Chandler, Arizona ("Agreement").

1.2 Pursuant to Section 2.3 of the Agreement, the Depositor must cause to be deposited certain sums as determined in the Agreement ("Deposit") into an account, established by the City, which will be maintained on deposit in accordance with the Agreement and any extension thereof, as security for the faithful performance by Depositor of the provisions of the Agreement (the "Security Fund").

1.3 To satisfy this condition, within thirty (30) days from Depositor's receipt of City's written request, the Depositor will deliver the Deposit Amount to the City to be deposited into a lump sum Deposit Account No.101.0000.2869.0000.000000.0000 (the "Account") and grant the City the right to withdraw amounts from the Account to complete the Development Changes to City Project as set forth in the Agreement. The term "Account" shall include any and all renewals or roll-overs of the Account whether or not such renewals or roll-over accounts bear the initial account number.

1.4 Subject to the terms and conditions set forth above, the Depositor desires to assign the Account to the City pursuant to the Agreement and the City desires to accept such assignment.

II. AGREEMENT

NOW, THEREFORE, in consideration of the premises, the Depositor and the City hereby covenant, agree, and represent as set forth below:

2.1 The Recitals set forth above are true and correct and incorporated herein.

2.2. Within thirty (30) days from written request by the City, the Depositor shall:

(a) Deliver a cashier's check payable to the City, or wire transfer funds (at Depositor's expense), in the amount of the Deposit to the Development Services Department Director or his designee (the "Director") for deposit into the Account.

(b) Provide the Director with the Depositor's tax identification number.

2.3 Pursuant to the terms of the Agreement, the Depositor hereby grants the City full power of withdrawal of funds from the Account including the right to withdraw any or all the monies on deposit in the Account.

2.4 The Depositor has not, and will not assign, transfer, or set over the Account, the monies held therein or any of the Depositor's rights, title, or interests therein to any party other than the City.

2.5 For the period required by the Agreement, the City shall maintain or cause the Account to be maintained at the City or such other depository as the City may reasonably require.

2.6 At all times during the period set forth in Section 2.6 hereof, the Account shall satisfy the following requirements:

(a) The Account shall be assigned to the City and registered as follows: "Deposit Account assigned to the City of Chandler under the Development Agreement for Improvements to Chandler Heights Road".

(b) Only authorized representatives of the City shall be signatories on the Account, with the signature of at least two such City employees required for any withdrawals.

(c) Depositor and the City agree that any interest paid on the Account shall be payable in accordance with the Agreement.

2.7 As set forth in Section 2.6(c) hereof, no withdrawal from the Account shall be permitted by any person or entity other than an authorized representative of the City, provided, however, prior to any such withdrawal the City must deliver to Depositor written notice of the City's intent to withdraw all or a portion of the monies from the Account in accordance with the terms and conditions of the Agreement.

2.8 If any legal action is taken by the City or Depositor to enforce any or all of City's or Depositor's rights, title, and interests under this Deposit Account Agreement, the prevailing party may recover all reasonable legal costs and attorney's fees, whether incurred by in-house, outside counsel, or otherwise.

2.9 No waiver of any of the provisions of this Deposit Account Agreement by the City or Depositor shall constitute a waiver of any other provision, whether similar, nor shall any waiver be a continuing waiver. No waiver by the City or Depositor of any provision hereof shall be binding unless executed in writing by the City or Depositor as appropriate.

2.10 The Depositor and the City agree in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Deposit Account Agreement.

2.11 This Deposit Account Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

2.12 Depositor and the City agree that in the event of a conflict between the terms of this Deposit Account Agreement and the Agreement, the Agreement shall govern and control.

IN WITNESS THEREOF, the parties have executed this Agreement on the date set forth above.

DEPOSITOR:

Keystone at Hazelwood, LLC, a Delaware limited liability company.
By: KHB MP, LLC its: Manager

By: _____ Rich Eneim Jr. its Manager.

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 19 day of September 2023, by Rich Eneim Jr on behalf of Keystone at Hazelwood, LLC, a Delaware limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public

My Commission Expires:
4-30-2024

OFFICIAL SEAL
LAURA C MONOSCALCO
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMM # 562192
My Comm. Expires 04/30/2024

CITY OF CHANDLER, Arizona, a municipal corporation

Development Services Director

_____

By: _____

Its: _____

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of ___, 2023, by _____, the _____ of the CITY OF CHANDLER, ARIZONA, a municipal corporation on behalf of the City.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____

Notary Public

My Commission Expires:

EXHIBIT D
DEVELOPMENT AGREEMENT RELEASE FORM

When Recorded Return To:

Keystone at Hazelwood, LLC
Attn: Jeff King
7550 E. McDonald Drive, Suite G
Scottdale, Arizona 85250

CITY OF CHANDLER RELEASE OF DEVELOPMENT AGREEMENT

The undersigned, as the duly authorized agent for the City of Chandler, hereby: (a) acknowledges that Keystone at Hazelwood, LLC or its permitted successors or permitted assigns has satisfied all of its obligations under Section 1 of that certain Development Agreement between the City of Chandler, Arizona, and Keystone at Hazelwood, LLC for Improvements to Chandler Heights Road, City of Chandler Contract No. [insert] recorded on [insert date] as Document No. [insert number] in the Official Records of Maricopa County, Arizona (the "Development Agreement"); and (b) releases and discharges any interests or claims the City of Chandler may possess in the Property, as set forth and as defined in the Development Agreement.

Dated this ____ day of _____, 20__.

CITY OF CHANDLER, an Arizona
municipal corporation,
Development Services Department Director

By: _____
[insert Name]
[insert Title]

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney



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

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. CP24-061

Date: November 06, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Micah Miranda, Acting Development Services Director
Kimberly Moon, CIP Engineering Senior Manager
From: Ivan Magana, Engineer
Subject: Job Order Project Agreement No. DS2201.401 with Caliente Construction, Inc., Pursuant to Job Order Master Agreement No. JOC1904.401, for the Outside Plant Fiber Telecommunications Remote Buildings – Veterans Oasis

---

Proposed Motion:

Move City Council award Job Order Project Agreement No. DS2201.401 to Caliente Construction, Inc., Pursuant to Job Order Master Agreement No. JOC1904.401, for the Outside Plant Fiber Telecommunications Remote Buildings – Veterans Oasis, in an amount not to exceed $936,605.

Background/Discussion:

The project consists of a small remote building to house the telecommunication fiber optic hub switch and associated connections to existing City of Chandler fiber infrastructure. The hub switch will be located at Veterans Oasis Park adjacent to the Chandler Heights Substation. The City's Fiber Master Plan recommended new hub switches to improve Chandler’s network resiliency and reliability.

The City of Chandler has been installing conduit and connecting traffic signals to City owned copper communications cabling as far back as the early 1980’s. In the early 1990’s, Chandler began converting that copper communications network to fiber optic cabling. Today, Chandler has one of the most connected traffic systems as a result of the City's innovative approach. Over the years, City buildings such as libraries, aquatic centers, fire stations, police stations and even programmable signs have been connected to the City fiber network through a sequence of last-mile projects.

The fiber system grew organically as the City's needs evolved and new technologies emerged. In 2010, a Fiber Master Assessment was completed, followed the 2020 Fiber Master Plan. The Master Plan included a projected 10-year plan for rehabilitation and capital improvements which was incorporated into the City's capital improvement program (CIP).

These remote telecommunications building projects are part of the initial phase of recommendations in the Master Plan to provide much needed diversity and redundancy and improve the resiliency of the City of Chandler fiber optic network. The addition of these points of connection decentralizes the city's network and will, as the other improvements are made, create redundant connections for trunk circuits and distribution circuits that will provide the kind of service the city will need for future security of the communications network.

The project scope of work includes the furnishing and installation of the prefabricated concrete building, fiber connections to existing infrastructure, fiber vaults, HVAC, transformer and associated electrical, electrical connection to the adjacent building, server racks, security cameras, key card access, and concrete foundation. Scope to also include site work, pad preparation, and concrete asphalt patch back as required for conduit installation. The agreement completion time is 130 calendar days.

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

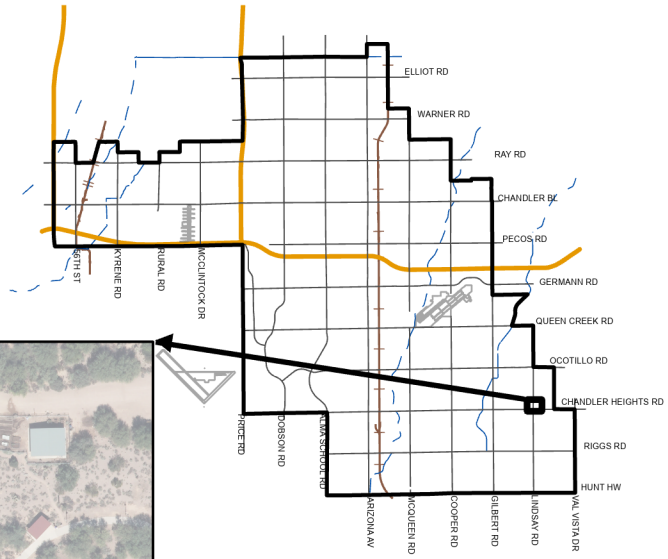
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
417.1560.5219.6DS099	Capital Grants	Citywide Fiber Upgrade	$936,605.00	Y

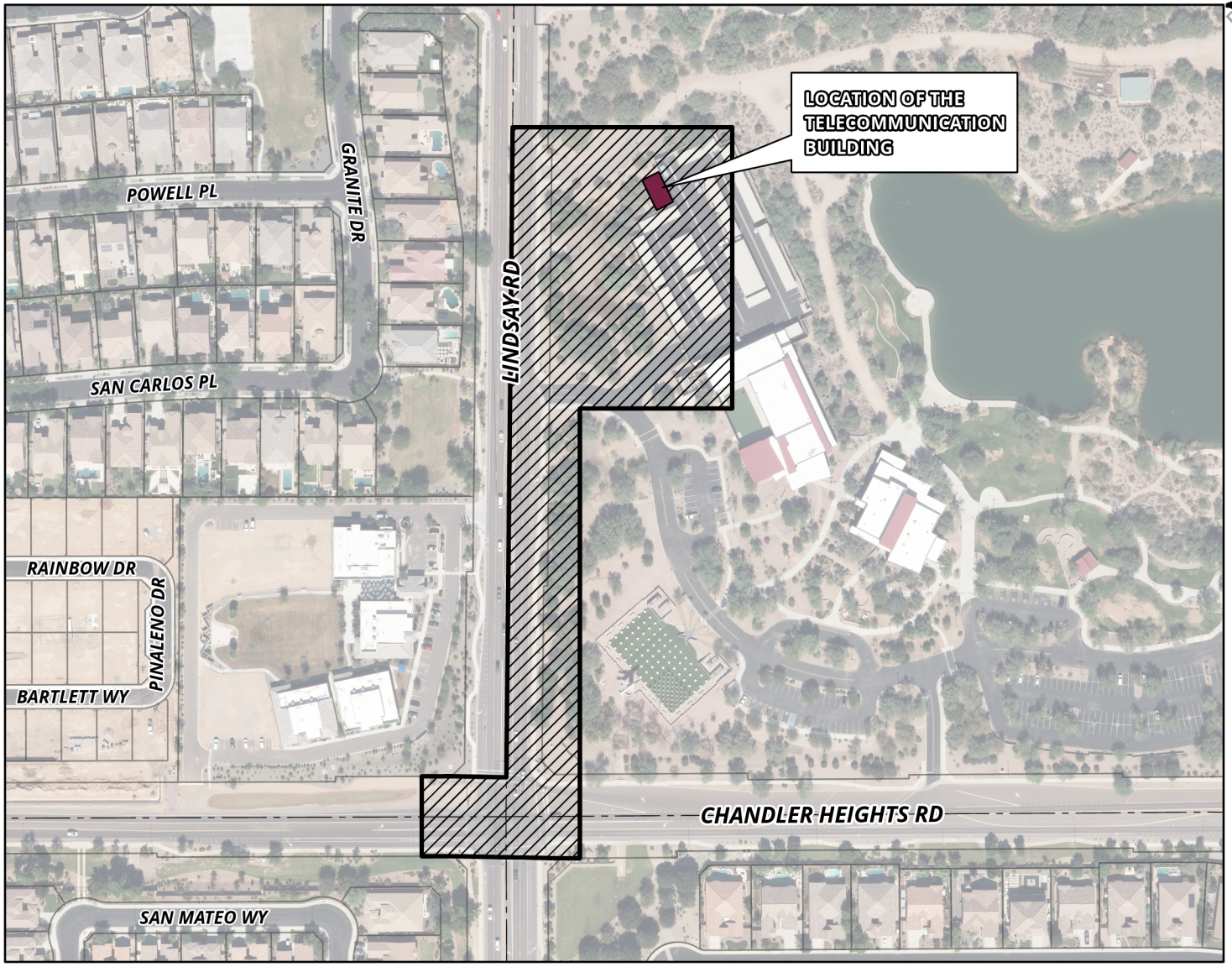
Attachments

Location Map
Agreement DS2201.401

CHANDLER arizona

OUTSIDE PLANT FIBER TELECOMMUNICATIONS
REMOTE BUILDINGS (VETERAN'S OASIS)
PROJECT NO. DS2201.401





MEMO NO. CP24-061

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 10/9/2023 MaricelaH

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CITY OF CHANDLER
JOB ORDER PROJECT AGREEMENT

Project Name: **OUTSIDE PLANT FIBER TELECOMMUNICATIONS REMOTE BUILDINGS – VETERANS OASIS**

Project No. **DS2201.401**

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

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

RECITALS

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

B. City proposes to engage JOC Contractor to install a new prefabricated telecommunication remote building and supporting infrastructure to house the telecommunication fiber optic hub switch located at Veterans Oasis 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 **OUTSIDE PLANT FIBER TELECOMMUNICATIONS REMOTE BUILDINGS – VETERANS OASIS**, Project Number **DS2201.401**. The scope of work consists of installing a new prefabricated telecommunication remote building and supporting infrastructure to house the telecommunication fiber optic hub switch located at Veterans Oasis, 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.

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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 **$936,605** 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 **130** calendar days from the Notice to Proceed (NTP) Date.

ARTICLE 4. PARTICIPANTS

CITY:	Construction Project Manager: Raymond Potts	
	Phone:	480-782-3326
	Email:	Raymond.potts@chandleraz.gov
JOC CONTRACTOR:	Caliente Construction, Inc.	
	485 W. Vaughn St. Tempe, AZ 85283	
	JOC Contractor Representative: Lorraine Bergman	
	Phone:	480-894-5500
	Email:	lbergman@calienteconstruction.com

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

SIGNATURE PAGE TO FOLLOW

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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"
Caliente Construction, Inc.:

Lorraine Bergman 10/12/2023
Signature Date

Lorraine Bergman
Print Name

President/CEO
Title

ATTEST: If Corporation

Lisa Antino
Secretary

ADDRESS FOR NOTICE

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

DocuSign Envelope ID: D36E2630-D061-4780-B413-FC6D2DC36F4C

EXHIBIT A
SCOPE OF WORK

DocuSign Envelope ID: D36E2630-D061-4780-B413-FC6D2DC36F4C

Caliente Construction Inc.

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

October 6, 2023

Raymond Potts
Construction/Design Project Manager
City of Chandler
Public Works and Utilities
215 East Buffalo Street
Chandler, AZ 85225

RE: City of Chandler – DS2201.401 Outside Plant Telecom Remote Buildings (Veteran's Oasis)

Mr. Potts,

Thank you for the opportunity to provide our proposal for the DS2201.401 Outside Plant Telecom Remote Buildings (Veteran's Oasis) project.

We have based the attached proposal on information received, 100% Set of Drawings by Kimley Horn dated 6/22/2023 and Specifications dated 6/22/2023 (COC Permit Approved 8/10/23 – CIV23-0062).

The Total Cost is **$936,605.00**. See attached spreadsheets with bid tabulations and subcontractor back-up for further details.

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

Best Regards,

j. miller

Justin Miller
Sr. Project Manager - Caliente Construction Inc.

DocuSign Envelope ID: D36E2630-D061-4780-B413-FC6D2DC36F4C

EXHIBIT A
SCOPE-OF WORK

PROJECT:
DS2201.401 Outside Plant Telecom Remote Buildings (Veteran's Oasis Park)

General Requirements:

1) Provide office support, supervision, overhead/profit, taxes based on TPT, insurances, and bond.
2) Provide Private Locating and Survey as needed.
3) Provide Temporary Protection as required.
4) Provide Temp Toilets and Washstation for Construction.
5) Dumpsters as required.
6) Clean-up Site.

Construction:

1) Selective Demolition/Salvage.
2) Furnish and Install Conduit and Wire from Existing POC to New OSP Building.
3) Furnish and Install Raceways, Christy Boxes/Vaults, etc. for FO Line to New OSP Building.
4) Furnish and Install New Transformer and Associated Electrical.
5) Furnish and Install New Prefab Concrete OSP Building.
6) Earthwork and Pad Preparation.
7) Concrete Pad for OSP.
8) Rip Rap w/ Fabric.
9) Final Connections to OSP.
10) Concrete/Asphalt Patchback as required for tie-in.

Project Duration:
Proposal based on onsite Project Duration of (10) weeks onsite construction after procurement of materials (addition of scope via Allowance Use may require additional time to complete).

Assumptions/Clarifications/Exclusions:
See attached spreadsheets.

DocuSign Envelope ID: D36E2630-D061-4780-B413-FC6D2DC36F4C

Caliente Construction Inc.

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

DS2201.401 Outside Plant Telecom Remote Buildings (Veteran's Oasis)

10/06/2023 R1

Assumptions / Clarifications

1. Proposal based on **10 Weeks** On-Site Construction after procurement of long lead items (est Buidling Delivery is 26-30 Weeks from time of order).
2. Proposal is based on information received from City of Chandler and Final Approved Drawings, Outside Plant Fiber Telecommunications Remote Buildings - Veterans Oasis - DS2201.401, dated 6/22/23 and Specifications dated 6/22/23 from Kimley Horn.
3. Proposal based on normal working daytime hours, Monday through Friday.
4. Proposal based on access to site for duration of construction activities and adequate lay-down/staging area provided by COC.
5. Proposal includes a **Construction Allowance of $60,000** (no Contractor Mark-ups included) for any Unforeseen Conditions or Changes.
6. Proposal includes a **Material Escalation Allowance (5%)** (no Contractor Mark-ups included).
7. Proposal includes a **Traffic Control Allowance of $5,000** (no Contractor Mark-ups included).
8. It is assumed Owner will carry a separate Owner's Contingency for any design or scope changes that may take place during construction or prior to start.
9. Due to the current volatile market, this proposal may be subject to Material Escalation Increase at any time from submission of proposal until all materials are onsite. Some vendors are not finalizing material costs until they are ordered and ready to ship.
10. Contractor Performance and Payment Bonds are included in this proposal.
11. Compliance with Owner Insurance Requirements is included.
12. Background checks and badging are included
13. All power shutdowns will be coordinated with the City of Chandler
14. Subcontractor Exclusions, Tterms & Conditions, Special Conditions, Indemnification Clauses, etc. included in their proposals are strictly between Caliente Construction Inc. and slected Subcontractors.
15. Existing Landscape will be matched as close as possible.
16. Proposal is based on Lump Sum pricing per division per our subcontractors proposals.
17. Proposal includes Limited Survey and Private Locating.
18. Proposal inlcudes Temp Protection and Fencing at OSP Site only. Caliente will keep temp fence up at the OSP site throughout duration of project.
19. Proposal based on Furnishing of UPS and Final Terminations for Patch panels being by COC IT.
20. Fiber optics scope is included in electrical number
21. OSP will be submitted as a deferred submittal to COC P&D once approved by ADOH.

Exclusions

1. Design, Design Fees, or Permit Fees (unless noted otherwise).
2. Utility Company Fees.
3. Water Hydrant Meters or Fees.
4. Electric submeter to monitor power usage of huts
5. Contaminated Soils Removal, Asbestos/Mold/etc., Testing/Abatement, Hazardous Materials Handling (Current Report/Survey to provided by COC prior to start of Demolition).
6. Holiday, Nights and Weekends.
7. Prevailing Wages or Overtime Hours.
8. Site Security or Cameras.
9. Load Testing or Maintenance of Existing Electrical System .
10. Maintenance of exsiting irrigation, plumbing, electrical, etc. systems not within scope-of-work.
11. Removal of Owner equipment, furnishings, etc. (by Owner).
12. Right of Way Permits.
13. Precon or Coordination with Utilities (private Locating will be compled during construction and any conflicts will be relayed to COC or CM).
14. Landscaping or Ground Covering replacement, protection, watering, etc. except as noted above.
15. Irrigation or Irrigation Repairs.
16. SWPPP.
17. Final terminations for patch panels (provided by by COC IT).
18. Neighborhood Resources or Neighborhood Notification (by COC).

Allowances (Not Included in Base Proposal; No Markups)

1	CONSTRUCTION ALLOWANCE	$	60,000.00
2	MATERIAL ESCALATION ALLOWANCE	$	35,930.61
3	TRAFFIC CONTROL ALLOWANCE	$	5,000.00

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EXHIBIT B
FEE SCHEDULE

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Caliente Construction Inc.

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

EXHIBIT "B"

DS2201.401 Outside Plant Telecom Remote Buildings (Veteran's Oasis)

JOB ORDER COST PROPOSAL
SUMMARY SHEET

10/06/2023 R1

Negotiated Prices			
Price of Subcontractor(s)		$	633,762.23
Price of Subconsultant(s)		$	-
General Conditions		$	84,850.00
Preconstruction Labor (if applicable)		$	-
Construction Labor (if applicable)		$	-
SUBTOTAL (NEGOTIATED PRICES):		**$**	**718,612.23**
Overhead and Profit (Coefficient per Job Order Master Agreement)	**8.00%**	**$**	**57,488.98**
TOTAL (NEGOTIATED PRICES + OVERHEAD & PROFIT):		**$**	**776,101.21**
Insurance, Bonds, & Taxes			
Sales Tax Percentage (Current Tax Rate) ***TPT***	**5.070%**	$	40,324.25
General Liability Insurance Percentage (Actual Cost per Job Order)	**1.00%**	$	7,186.12
Builder's Risk Insurance Percentage (Actual Cost per Job Order)	**0.50%**	$	3,593.06
Payment Bond (Actual Cost per Job Order)	**1.50%**	$	8,469.74
Performance Bond (Actual Cost per Job Order) ***INC***	**0.00%**	$	-
SUBTOTAL (INSURANCE, BONDS, & TAXES):		**$**	**59,573.18**
COMBINED TOTAL (TOTAL + INSURANCE, BONDS, & TAXES):		**$**	**835,674.38**
Owner's Allowance		**$**	**100,930.61**
TOTAL JOB ORDER:		**$**	**936,605.00**

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.

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Caliente Construction Inc.

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

Project:	**DS2201.401 Outside Plant Telecom Remote Buildings (Veteran's Oasis)**	**0.00**	**Building Sq. Ft.**
Owner:	**City of Chandler**	**0.00**	**Site Sq. Ft.**
Architect:	**Kimley Horn**	**0.00**	**Site Acres**
Bid Date:	**10/06/2023 R1**	**0**	**RFI(s)**
Taxing Jurisdiction:	**Chandler**	**0**	**Addenda**
MRRA or TPT:	**TPT Chandler 5.070%**	**NAME**	**100% Dated 6/22/23**

DESCRIPTION					TOTALS
DIVISION 1	**GENERAL CONDITIONS / GENERAL REQUIREMENTS**			**$**	**84,850.00**
DIVISION 3	**CONCRETE**			**$**	**59,094.60**
DIVISION 12	**FURNISHINGS (PRECAST BUILDING)**			**$**	**217,727.95**
DIVISION 26	**ELECTRICAL / COMMUNICATIONS**			**$**	**328,914.00**
DIVISION 28	**ACCESS CONTROL / SECURITY**			**$**	**28,025.68**
Subtotal of Cost Of Work				**$**	**718,612.23**
CONTRACTOR FEE		8.00%		$	57,488.98
GENERAL LIABILITY INSURANCE		1.00%		$	7,186.12
BUILDERS RISK INSURANCE		0.50%		$	3,593.06
BONDING FEES		1.50%		$	8,469.74
SALES TAX	TPT Chandler 5.070%	5.070%		$	40,324.25
Total Cost of Work				**$**	**835,674.38**
ALLOWANCES (Based on Subtotal cost of Work - Not included in Cost of Work; No Markups)					
CONSTRUCTION ALLOWANCE		1.00	LS	$	60,000.00
MATERIAL ESCALATION ALLOWANCE		5.00%		$	35,930.61
TRAFFIC CONTROL ALLOWANCE		1.00	LS	$	5,000.00
TOTAL PROJECT COST				**$**	**936,605.00**

certified WBENC

#1 Tenant Improvement Contractor in Arizona 2016, 2017, 2018 & #1 General Contractor in Arizona 2017, 2018, 2019
2018 Tempe Business Excellence Award Winner
495 W. Vaughn Street, Tempe, AZ 85283 / Phone: (480) 894-5500 / Fax: (480) 545-4971
AZ ROC339162 . AZ ROC098759 . AZ ROC164551 . CA 770323 . UT 4741522-550
ID RCE-28529 . NM 85371 . CO 233580 . MT 159537 . OR 219626 . WA 604-150-586

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

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DS2201.401 Outside Plant Telecom Remote Buildings (Veteran's Oasis)

General Conditions

10 Weeks

70 Calendar Days

CODE	ITEM	QTY	TYP	RATE/HR	SUBTOTAL
	GENERAL CONDITIONS				
00-1040	Project Manager	2.50	WK	$ 4,200.00	10,500.00
00-1043	Project Engineer	3.00	WK	$ 2,960.00	8,880.00
00-1045	Superintendent	10.00	WK	$ 3,800.00	38,000.00
00-1050	Senior Project Manager	1.00	WK	$ 4,720.00	4,720.00
	TEMPORARY FACILITIES				
01-5219	Portable Toilets	10.00	WK	$ 125.00	1,250.00
00-1405	Field Office	10.00	WK	$ 300.00	3,000.00
00-1301	Temp Power / Temp Generator	10.00	WK	$ 350.00	3,500.00
01-5136	Temporary Construction Water	10.00	WK	$ 125.00	1,250.00
00-1075	Drinking Water	10.00	WK	$ 20.00	200.00
01	**GENERAL REQUIREMENTS**				
01-7410	Dumpster & Fees	1.00	PULL	$ 550.00	550.00
01-5626	Temporary Fencing	1.00	LS	$ 3,500.00	3,500.00
01-5600	Safety / Temp Protection	1.00	LS	$ 1,000.00	1,000.00
02-2100	Survey	1.00	LS	$ 3,500.00	3,500.00
02-3000	Subsurface Investigation	1.00	LS	$ 2,500.00	2,500.00
01-5800	Project Idenification Sign	1.00	LS	$ 750.00	750.00
01-7243	Final Bldg Clean	1.00	LS	$ 750.00	750.00
02-3216	Material Testing	1.00	LS	$ 1,000.00	1,000.00
	TOTAL GENERAL CONDITIONS				**$ 84,850.00**

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2018 Tempe Business Excellence Award Winner
495 W. Vaughn Street, Tempe, AZ 85283 / Phone: (480) 894-5500 / Fax: (480) 545-4971
AZ ROC339162 , AZ ROC098789 , AZ ROC164951 , CA 770323 , UT 4741522-550
ID RCE-28529 , NM 85371 , CO 233580 , MT 199537 , OR 219626 , WA 604-150-586

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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 **OUTSIDE PLANT FIBER TELECOMMUNICATIONS REMOTE BUILDINGS – VETERANS OASIS**, **DS2201.401** 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

DocuSign Envelope ID: D36E2630-D061-4780-B413-FC6D2DC36F4C

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 **OUTSIDE PLANT FIBER TELECOMMUNICATIONS REMOTE BUILDINGS – VETERANS OASIS**, **DS2201.401** 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

DocuSign Envelope ID: D36E2630-D061-4780-B413-FC6D2DC36F4C

EXHIBIT E

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project Name: **OUTSIDE PLANT FIBER TELECOMMUNICATIONS REMOTE BUILDINGS – VETERANS OASIS**
Project No.: **DS2201.401**

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

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EXHIBIT F

CERTIFICATE OF COMPLETION

Project: **OUTSIDE PLANT FIBER TELECOMMUNICATIONS REMOTE BUILDINGS – VETERANS OASIS**

Project No.: **DS2201.401**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **DS2201.401** 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

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EXHIBIT G

SUBCONTRACTOR DOCUMENTS WITH JOC CONTRACTOR

Any subcontractor assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the JOC Contractor and their subcontractors, and do not apply to the Agreement between the JOC Contractor and the City.

DocuSign Envelope ID: D36E2630-D061-4780-B413-FC6D2DC36F4C

Caliente Construction Inc.

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

DS2201.401 Outside Plant Telecom Remote Buildings (Veteran's Oasis)

BID PACKAGE: Concrete
BID DATE: 10/06/2023 R1
RFI(s): 0
ADDENDUM(S): 0

BID TALLY SHEET

	DESCRIPTION	BUDGET				SUB 1	SUB 2	SUB 3	SUB 4	SELECTED SUB
		Caliente				Heywood	ELS	Golden Canyon	Liberty	ELS
		UNITS	QTY	COST/UNIT	COST					
								NO BID	**NO BID**	
	BASE BID					$ 47,681.00	$ 40,119.00			
	Concrete									
1	Clearing and Grubbing for OSP		0	$ -	$ -	NIC	$ 13,370.00			
2	Site / Pad Prep / Haul-Off		0	$ -	$ -	X	X			
3	4" ABC		0	$ -	$ -	X	X			
4	10" Fiber Hut Pad w/ Turndown		0	$ -	$ -	X	X			
5	4" Gray Broom Sidewalk (Mag 230)		0	$ -	$ -	X	X			
6			0	$ -	$ -					
7	Loose Rip Rap w/ Fabric		0	$ -	$ -	X	X			
8			0	$ -	$ -					
9	Decomposed Granite for Site Restoration		0	$ -	$ -	NIC	$ 5,006.50			
10			0	$ -	$ -					
11	Termite Treatment		0	$ -	$ -	$ 500.00	$ 500.00			
12			0	$ -	$ -					
13			0	$ -	$ -					
14			0	$ -	$ -					
15			0	$ -	$ -					
16			0	$ -	$ -					
17			0	$ -	$ -					
18			0	$ -	$ -					
19			0	$ -	$ -					
20			0	$ -	$ -					
	SALES TAX					$ -	$ -	$ -	$ -	
	SUBCONTRACTOR BID					$ 47,681.00	$ 40,119.00	$ -	$ -	
	ADD-ONS					$ 500.00	$ 18,876.50	$ -	$ -	
	TEXTURA					$ 85.00	$ 99.10	$ -	$ -	
	TOTAL BID				**$ -**	**$ 48,266.00**	**$ 59,094.60**	**$ -**	**$ -**	**$ 59,094.60**

certified WBENC

#1 Tenant Improvement Contractor in Arizona 2016, 2017, 2018 & #1 General Contractor in Arizona 2017, 2018, 2019
2018 Tampa Business Excellence Award Winner
495 W. Vaughn Street, Tempa, AZ 85283 / Phone: (480) 894-5500 / Fax: (480) 545-4971
AZ ROC319525 . AZ ROC098759 . AZ ROC194551 . CA 770323 . UT 4741522-550
ID RCE-28529 . NM 85371 . CO 233580 . MT 199537 . OR 219626 . WA 604-150-596

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

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

SELECTED SUBCONTRACTOR

September 11, 2023

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

ATTN: Kayla Hauer
Email: khauer@calienteconstruction.com.

RE: OUTSIDE PLANT FIBER TELECOMMUNICATION BUILDINGS
Address: 4050 E. Chandler Heights Rd, Public Safety -3550 S. Dobson Rd, Chandler, AZ.

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

The undersigned hereby proposes and agrees to furnish any and all required labor, materials, construction equipment, transportation and services for Amenities of **OUTSIDE PLANT FIBER TELECOMMUNICATION BUILDINGS** per plans, specifications, and pages one thru two of this proposal, for the following price:

NINETY THOUSAND AND NINETY-FOUR DOLLARS & 00/100: $90,094.00 (tax not included). Textura Add: $198.21

SEE BID SCHEDULE "EXHIBIT A" ATTACHED

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

John Lupoe
John Lupoe, G.C. Pre-Construction Director / Head Estimator
jlupoe@evergreenaz.com

75 x 11.25 in

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

OUTSIDE PLANT FIBER TELECOMMUNICATION BUILDINGS - Hardscape
BID NOTES:

1. Construction Manager to supply grade +0.1 foot prior to commencement of work. Excludes import or export of soil.
2. ELS Construction, Inc. not liable for damage incurred through, but not limited to, vandalism, traffic, wind, rain, freezing temperatures, extreme heat, or the negligence of others.
3. Excludes sales tax, all specialty fees, ROW fees, permits, bonds, and special wages.
4. Proposal based on typical 40 hour work week, Monday through Friday. Excludes overtime, weekend, and night work.
5. Construction Manager to provide as-builts for location of underground utilities not handled by Blue Stake/CBYD.
6. Any condition requiring digging, using a jackhammer or hoe-ram, etc., or as a result of buried debris/structures will result in additional charges over and above the base bid.
7. Excludes demolition or clearing and grubbing of existing vegetation.
8. Excludes salvage, repair, replacement, relocation, protection, & maintenance of existing material.
9. Construction Manager to incur cost of water and electrical usage during construction and maintenance periods.
10. No traffic control, barricades, saw cutting of existing walls, walks, or roadways included.
11. Construction Manager to provide water source and water for construction.
12. Construction Manager to supply plans and specifications.
13. Includes phasing mobilizations as needed.
14. **Includes:** Remove existing landscape area; Site Grading & Prep; Rip Rap; Decomposed Granite; Restoration of existing landscape; Concrete slab pad (Public safety & Veteran Oasis); Concrete sidewalk (Public safety & Veteran Oasis) incldg turndown where applicable; 4" ABC (Veteran Oasis).
15. **All work as noted and specified per drawings & specification.**
16. **Exclusions: Water, site utilities, drywells, asphalt pavement, curbs & gutters, electrical and demo.**
17. Other Exclusions: Survey, staking, structural calculations, and/or engineering, special inspection, testing, permits, taxes, and any other items not specifically identified as included in this proposal.
18. Proposal per Kimley Horn plans with RLA stamp dated 06-22-23 and Chandler City Review/Approved dated 8-10-23.
19. **Bid is valid 60 days. Calendar days to complete work 25.**
20. **Note:** These notes are an integral part of this bid proposal and should be considered and included in any contract documents. Acceptance of this bid proposal constitutes acceptance of bid notes here with. **Bid based on acceptance of all items.** ELS Construction reserves the right to revisit and revise the proposal if all items are not accepted.

75 x 11.25 in

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OUTSIDE PLANT FIBER TELECOMM BLDG

EXHIBIT A
SCHEDULE OF VALUES

Item	Description	Qty	Unit	Unit Price	Total
1	Remove Existing Landscaping Area (cleaning & grubbing) (Veteran Oasis)	2674	sf	$ 5.00	$ 13,370.00
2	Site Grading, Prep, & Restoration (Public Safety & Veteran Oasis)	1	ls	$ 43,214.00	$ 43,214.00
3	Decomposd Granite (Public Safety & Veterns Oasis)	10540	sf	$ 0.95	$ 10,013.00
4	Concrete Slab pad (Public Safety & Veteran Oasis)	460	sf	$ 11.50	$ 5,290.00
5	Concrete Sidewalk (Public Safety & Veteran Oasis)	495	sf	$ 10.00	$ 4,950.00
6	4" ABC (Veteran Oasis)	739	sf	$ 3.00	$ 2,217.00
7	Rip Rap (Veteran Oasis)	670	sf	$ 12.00	$ 8,040.00
8	Mobilization / General Conditions	1	ls	$ 3,000.00	$ 3,000.00
				TOTAL:	**$ 90,094.00**
				Textura:	**$ 198.21**

***Unit prices are good till November 1st , 2023.**
***Number of Calendar Days to complet 25**

ELS Construction, Inc.

DocuSign Envelope ID: D36E2630-D061-4780-B413-FC6D2DC36F4C

DS2201.401 Outside Plant Telecom Remote Buildings (Veteran's Oasis)

BID PACKAGE: Furnishings
BID DATE: 10/06/2023 R1
RFI(s):
ADDENDUM(S):

BID TALLY SHEET

	DESCRIPTION	SUB 1 CXT	SUB 2 NW Management	SUB 3 Sabre	SUB 4 VFP	SELECTED SUB NW Management
				NO BID	**NO BID**	
	BASE BID	$ -	$ -	$ -	$ -	
	Furnishings					
1	Precast Building (11.5x20)	$ 161,440.30	$ 189,250.00			
2	Electrical	X	X			
3	Mechanical (2) Units	X	X			
4	Insualted Walls & Ceilings		X			
5	Doors & Hardware	X	X			
6	Floor Knockouts		X			
7	Fire Extinguiser		X			
8	Fire Rated Telco Board		X			
9	Anti Static Flooring	X	X			
10	Grounding	X	X			
11	Stamped PE Drawings	X	X			
12						
13	IT Racks	w/elect	w/elect			
14						
15	Exterior Electrical Equipment	w/elect	w/elect			
16						
17	Freight	$ 15,049.41	$ 2,000.00			
18	Crane and Setup	$ 25,000.00	$ 25,000.00			
19						
20	** Tech Table **	$ 1,000.00	$ 1,000.00			
	SALES TAX	$ -	$ -	$ -	$ -	
	SUBCONTRACTOR BID	$ -	$ -	$ -	$ -	
	ADD-ONS	$ 202,489.71	$ 217,250.00	$ -	$ -	
	TEXTURA	$ 445.48	$ 477.95	$ -	$ -	
	TOTAL BID	**$ 202,935.19**	**$ 217,727.95**	**$ -**	**$ -**	**$ 217,727.95**

certified WBENC

#1 Tenant Improvement Contractor in Arizona 2016, 2017, 2018 & #1 General Contractor in Arizona 2017, 2018, 2019
2018 Tampa Business Excellence Award Winner
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ID RCE-28529 . NM 85371 . CO 233580 . MT 199537 . OR 219626 . WA 604-150-596

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

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SELECTED SUBCONTRACTOR

NW MANAGEMENT
Modern Skills, Traditional Service

1090 S Gilbert Rd STE 106-187
Gilbert AZ 85296

August 30, 2023

Caliente Construction Inc. - Tempe
Kayla Hauer | +1 406-207-3773 |
khauer@calienteconstruction.com

RE: City of Chandler – Veterans Oasis Site

Quote#: 23-2160

NW Management is pleased to provide you with a proposal to manufacture and supply our **11'5" x 20' RCS** Precast shelters to your **site** in **Chandler, AZ (xxxxx)**. ***We have configured this shelter based on the information and/or specifications submitted to us; however, please review the following scope of work carefully as we are quoting only what is specifically listed in that scope.***

With over thirty years of experience in the precast shelter industry, NW Management will exceed your expectations in quality and service.

In the event that you require additional information or clarification, please contact me at (678) 371-8315. I can also be reached at doug.domas@managenw.com. I look forward to working with you to satisfy your shelter needs.

Sincerely,

Doug Domas

Business Development
NW Management
678-371-8315

Enclosures: Scope of Work, Terms and Conditions, Pricing

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Quote#: **23-2160**
Date: 6/30/2023

Price Proposal

Our price in accordance with the stated scope within this proposal

Item	Work Item	QTY	Unit Value	Extended Price	Alternates
1.	Precast Building (11'5" x 20' RCS)	1	$189,250	$189,250	-
2.	Transportation of Building & Materials to: **Chandler, AZ (xxxxx)**	1	$2,000	$2,000	-
3.	Equipment Racks – EIA 19" x 36", 7' tall, 4 post, open rack	4	$2,450	$9,800	
4.	Transformer – 50Kiva, 480 – 120/240V transformer & 150A Disconnect	1	$5,965	$5,965	
	TOTAL		**$**	**$207,015**	**$**

Progress Payment Schedule

- 45% of total contract due upon approved submittal drawings
- 25% of total contract due upon material ordering
- 30% of total contract due at completion, bill and hold

Project Scope:

We have configured the shelter and quoted scope based on the information and/or specifications submitted to NWM; however, please review the following scope of work, Exhibit "A", carefully as we are quoting only what is specifically listed in the attached NW Management scope. Stated scopes of work and shelter specifications are to become part of the Contract or Purchase Order for clarification purposes.

Project Schedule:

We offer the following milestone schedule:

- Design and Engineering — 2-4 weeks
- Building and equipment procurement — 25 to 30 weeks **(after approved drawings)**

Notes:

A. The quoted price DOES NOT include payment and/or performance bonds.

B. Exhibit "A" is to become a part of the contract or purchase order.

C. **Taxes:** Any applicable Federal, State or Local Taxes are not included.

D. **Transportation Pricing:** NW Management reserves the right to amend the quoted freight pricing. In the event of fuel cost escalation, we reserve the right to re-quote freight pricing based on current fuel cost at time of shipment. Refer to Terms and Conditions for further details.

E. Foundation Design is not part of this proposal.

F. Electrical, mechanical & thermal design reside solely on customer. NWM is not responsible for MEP design or issues that may result from customer design.

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Quote#: **23-2160**
Date: 6/30/2023

Exhibit "A"

A. Building Specification

Item	Scope of Work Item & Description Exhibit "A" is to become part of the Contract or Purchase Order for clarification purposes.	Quantity
	Building Specification	
1.	NW Management Model: (11'5" x 20' – RCS)	1-Lot
2.	Building Dimensions (Exterior): 20'4" Long x 11'5" Wide (11'9" with overhang) x 10'1" High	1-Lot
3.	Building Dimensions (Finished Interior): 19'0" Long x 10'5" Wide x 9'0" High	1-Lot
4.	Weight: 60,000-lbs	1-Lot
5.	Floor Equipment Load: 250 LBS / PSF	1-Lot
6.	Roof Live Load: 65 LBS / PSF	1-Lot
7.	Wind Speed: 110 MPH (When secured to proper foundation)	1-Lot
8.	Concrete Specification: 5000 PSI @ 28 days	1-Lot
9.	Fire Rating: Two Hour Equivalent	1-Lot
10.	Seismic Acceleration: Standard Design 50% g (IBC and ASCE7)	1-Lot
11.	Bullet Resistance: UL752, Level 4 (.30-06 at 15 Ft.) Equivalent	1-Lot
	Engineering - Shelter	
	Structural engineering and drawings will be provided for all items in this Building Scope of Work. The structural drawings will be stamped by a professional engineer registered in the state or province of building placement. Building design by customer.	
	NW Management will receive state or province approval as required. As such, NW Management reserves the right to amend the proposed Scope of Work to comply with any code or regulation required to obtain state approval	
	Local/municipal inspections and approvals, including site inspections, building permits, and zoning approvals are not included. NW Management is not responsible for determining such local requirements.	
	Foundation design is not included in shelter quote	
	Exclusions/Clarifications:	
	• Geotechnical Report	
	• Site Preparation Excluded: Excavate, fill, compact, Level per geotechnical report	
	• Conditional on permit approval and coordination with site contractor	
12.	Finished Wall Surface: Painted textured finish - Desert Tan	1-Lot
13.	Finished Roof: elastomeric coating - white	1-Lot
14.	Walls:R-19, Rigid Board Type with Moisture Barrier	1-Lot
15.	Ceiling: R-19, Rigid Board Type with Moisture Barrier	1-Lot
16.	Walls: .030" NuPoly Laminated to ½" Thick Moisture Board and R-11 insulation, Color: White	1-Lot
17.	Ceiling: .030" NuPoly Laminated to ½" Thick Moisture Board and R-19 insulation, Color: White	1-Lot
18.	Floor: Tile 12" x 12" Anti-Static Floor Tile with 4" Vinyl Cove Base	1-Lot

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NW MANAGEMENT
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Quote#: **23-2160**
Date: 6/30/2023

Item	Scope of Work Item & Description Exhibit "A" is to become part of the Contract or Purchase Order for clarification purposes.	Quantity
	Doors and Openings	
19.	Door: 4'0" x 7'0", Single Door, 18 Ga. Galvannealed Steel, Primed and Painted	1
20.	Frame: 4'0" x 7'0", 16 Ga. Galvannealed Steel, Primed and Painted	1
21.	Lockset: Mortise Lockset with changeable core	1
22.	Core: Changeable Lock Core	1
23.	Door Hardware: NRP Stainless steel hinges, anti-pick plate, hydraulic door closer w/hold open arm, brush weather strip, aluminum threshold, door sweep Panic Door hardware	1
24.	Door Canopy (shipped loose)	1
25.	Openings: Floor and wall block-outs to be determined by customer, but cannot exceed the structure's design limitations	?
	Power and Electrical 1PH, 120/240v	
26.	Disconnect Switch: Exterior Non-Fused 150A/3W/1P, NEMA 3R	1
27.	Main Distribution Panel: 250A, 120/240 VAC, 1P/42-Space w/Main Breaker (NEMA 1), 42KAIC, Square D QO	1
28.	Transformer: 50Kva, 480 – 120/240V, NEMA 3R (shipped loose) Excluded: pad	1
29.	Surge Suppression: 120/240v 1P SAD/MOV Type II (AC Data #B82XXR)	1
30.	Interior Wall Mounted Duplex Receptacle: NEMA 5-20R	1
31.	Twist lock Receptacles: 20A, duplex, ceiling mounted – 2 above each rack	14
32.	Exterior Wall Mounted GFI Receptacle:	1

Excluded: Security Control Panel, Power supply cabinets, Quadplex RJ-45 data jacks, UPS, Dome PTZ Camera, Fixed domed cameras, CCTV, Fiber Cable Rack & hook system, Access Control System (ACS)

	HVAC/Environmental System	
33.	HVAC Unit: Bard,6T/3P/10kw	2
34.	HVAC Grille: Wall mounted adjustable supply & return grilles	2
35.	HVAC Controller: Lead Lag, Bard (MC4001)- STANDARD	1
	NWM is not responsible or liable for HVAC or ventilation sizing. If required, we can provide at an additional cost	
	Alarms	
36.	25 pair Alarm terminal box with intrusion, smoke, power failure, and high/low temperature	1

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Quote#: **23-2160**
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	Lighting	
37.	**Fixtures (Interior): LED fixtures with acrylic lens cover (bulbs included)**	6
38.	**Fixture (Exterior): LED Fixture mounted on back box with photo-cell/motion sensor control (bulbs included)**	1
39.	**Fixture (Emergency): Exit fixture w/illuminated sign, dual flood lights & battery backup**	1
40.	**Switch: 20A Interior mounted light switch for interior lights**	1
41.	**Switch: 20A Interior mounted light switch for exterior light**	1
	Cable Ladder	
42.	**Cable Ladder: 1.5" x 18" Tubular , Zinc Dichromate with required hardware (anchored into concrete)**	40-LF
	Grounding	
43.	**Ground Bar: 1/4" x 4" x 20" Solid Copper with insulators, mounting hardware, and cad-welded #2 tinned copper ground tail 15' long (Includes 45 degree through wall exit h for wire)**	1
44.	**Grounding Halo: #2 Wire, Stranded Insulated Green, mounted approximately 4" from ceiling around the interior perimeter of building**	1
45.	**Grounding: #6 Wire, stranded copper, green insulated from halo to interior equipment**	1
	Additional Items	
46.	**Fire Extinguisher: 10 lb. CO2 Wall Mounted**	1
47.	**Telco Board: ¾" wall board with Fire retardant paint**	1
48.	~~**Technician Table: wall mounted fold down table**~~ **– Excluded product spec'd not available**	-
49.	**Equipment Racks: EIA 19", 4 post, 36" depth, no doors - Option**	4
50.	**Tie Down Kit: Equipment package with anchors & instructions**	1
51.	**Letter Tray: Wall Mounted Document Holder**	1
52.	**Operation Manual: Includes equipment cut sheets, operational instructions, and drawings.**	1
53.	**Drawings: Complete set of PE Stamped drawings (Soft Copy)**	1
54.	**Documents: Submittal and Approval Package**	?

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NW MANAGEMENT
Modern Skills, Traditional Service

Quote#: **23-2160**
Date: 6/30/2023

NW MANAGEMENT STANDARD TERMS AND CONDITIONS

1. **ENTIRE AGREEMENT:** These terms and conditions, in combination with the terms and conditions attached to SELLER's quote, invoice, purchase order and/or delivery ticket which are incorporated herein by reference (hereinafter collectively referred to as the "Terms"), represent the entire agreement between the parties. Any terms, including those on any PURCHASER purchase order, which are different, conflicting, add to, modify, supersede or otherwise alter the Terms without express written approval signed by an authorized representative of the SELLER are hereby rejected.

2. **PAYMENT TERMS:** If this CONTRACT is accepted, PURCHASER agrees to pay in full the invoice price of all purchases now or hereafter made from SELLER within 30 days. Progress payments shall be submitted on the 25th of each month, projected through the end of the month, without any retention. If the total invoice price is not paid in full on or before the due date, interest will accrue on the unpaid balance at the greater of 5% per month or the maximum rate allowed by the state laws of SELLER's principal place of business, whichever is greater. If the structure still has not shipped 30 days after the scheduled ship date, storage charges of 1% per month for the structure will be assessed. Additional maintenance charges may also be incurred at time of delivery. If PURCHASER should fail to fulfill any of its obligations under this CONTRACT, or if SELLER in good faith deems itself insecure because the prospect for payment is impaired or the prospect of performance of any provision of this CONTRACT is impaired, or if a default occurs for any other reason provided in this CONTRACT, then SELLER, at its option and without notice, may declare the entire unpaid balance owed by PURCHASER under this CONTRACT to be immediately due and payable, or terminate the credit privileges of PURCHASER under the CONTRACT, or both, as well as the right to take repossession and title to the structure if payment is not forthcoming. PURCHASER agrees to pay in full all costs and expenses incurred by SELLER in collecting the amounts owed by PURCHASER under this CONTRACT, including any and all court costs, attorneys' fees and collection costs. Payments received will be applied against items on unpaid invoices in an order and sequence determined by SELLER in its sole discretion. *Checks returned unpaid by your bank are automatically deposited a second time in an effort to clear your payments before they are returned to SELLER. Returned checks regardless of the reason, are subject to a service charge in an amount not to exceed applicable law.* Any applicable Federal, State or Local Taxes are NOT included.

3. **Progress Payment Schedule**

   45% of total contract due upon approved submittal drawings
   25% of total contract due upon material ordering
   30% of total contract due at completion, bill, and hold

4. **CONDITIONS OF SALE:** This proposal is offered for acceptance and shall be valid for thirty (30) days from the date of quote. NW Management will review customer's credit and reserves the right to require special payment terms or reject Purchase Orders due to poor credit history. Executed orders are not subject to cancellation by buyer except by written agreement with the seller. The information contained herein is proprietary and strictly confidential. This Scope of Work and Pricing supersedes all prior offers, both written and verbal.

5. **Materials Price Increase**: In the event that there are significant increases in the prices that Seller pays for materials and supplies for the work to be performed between the date the Agreement is signed and the date that materials are purchased for the work to be performed, Seller shall be entitled to additional compensation from Seller as described herein. A significant increase in price is defined herein as an increase as to any specific items of materials of 3 percent (3%) or more. In such a case, Purchaser shall pay to Seller, on request, all sums by which the cost to Seller for any such items of materials has increased beyond 3%. This would apply, but not be limited to price increases in lumber, plywood, steel, sheet metal, roofing materials, fuel, manufactured products and equipment. Seller is entitled to demonstrate this price increase through the use of quotes, supplier list prices, invoices or receipts, when requested. Seller shall not be responsible for increased prices of materials when caused by delays, shortages or unavailability of materials due to conditions not caused by Seller.

6. **DELIVERY OF MATERIALS:** Logistics and shipping will be arranged and procured by the customer; NW Management will provide a list of approved transportation providers who are familiar with the product and requirements. Delivery to occur on weekdays during normal daylight working hours. Proper site conditions, including clear access roads and a reasonably level surface, so that vehicles, trucks, and cranes can safely maneuver under their own power. All roads, crossings, and load bearing surfaces to be able to accommodate a vehicle with a gross weight of 160,000 pounds. Required turning radius for a 70-foot tractor-trailer and minimum 150-ton crane. No overhead power lines, obstructions or overhanging trees that could block the maneuverability of equipment. NW Management reserves the right to amend the quoted freight pricing. The delivery price quoted is to the indicated location only. Freight pricing will be quoted 30 days prior to deliver. Delivery to occur on weekdays during normal daylight working hours. Proper site conditions, including clear access roads and a reasonably level surface, so that vehicles, trucks, and cranes can safely maneuver under their own power. All roads, crossings, and load bearing surfaces to be able to accommodate a vehicle with a gross weight of 160,000 pounds. Required turning radius for a 70-foot tractor-trailer and minimum 150-ton crane. No overhead power lines, obstructions or overhanging trees that could block the maneuverability of equipment. If for any reason the original routing directions are changed, NW Management reserves the right to revise the charges for additional mileage and fees.

7. **RISK OF LOSS:** When materials are sold "F.O.B. Plant," delivery of materials therefor shall be accomplished at SELLER's plant, and PURCHASER shall bear all risks of loss, damage, injury or liability associated with transportation and placement of materials. When materials are specified to be sold "F.O.B. Job Site," delivery shall be accomplished at agreed upon PURCHASER job site, and PURCHASER bears all risk of loss or damage to the materials once delivered by SELLER. Should PURCHASER be unable to take possession of the structure within 30 days of its manufacture or the delivery date requested by PURCHASER, whichever occurs first, then PURCHASER agrees to take title of the structure by executing a bill of sale for such structure.

8. **SECURITY INTEREST:** PURCHASER hereby grants SELLER a security interest in all products, materials, component and related parts sold hereunder, whether or not the same become fixtures. Should PURCHASER fail to pay all or portions of any amounts due and payable hereunder, breach this CONTRACT or otherwise default, SELLER shall have all rights and remedies as a secured party available to it under law or equity including but not limited to rights of self-help (i.e., without notice) to repossess all or any portion of such materials.

9. **RE-ENGINEERED PRODUCTS:** Unless otherwise agreed to by SELLER in writing, all materials sold by SELLER hereunder are pre-engineered products manufactured in accordance with standard catalog data, and are not intended for unusual or specific CONTRACTs. If PURCHASER requires specially engineered

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materials, PURCHASER must approve in writing all applicable specifications and drawings for such specially engineered materials before SELLER will commence production of the same.

10. **APPROVED DRAWINGS:**
    a. Preliminary Drawings: Preliminary drawings will be furnished within two weeks from receipt of an acceptable executed copy of this quotation contract and a Purchase Order
    b. Customer Approved Drawings: Customer must sign and return approved drawings.
    c. State Approved Drawings: NW Management will submit for state approvals immediately after receipt of Customer Approved Drawings. Please note that NW Management has no control over time lines for state approvals. In the past 12 months, the average time for state approvals has been 4 weeks. The delivery date will be dependent on current production demands after State approval and will be estimated at time of receipt of Purchase Order.
    d. Change Orders: Any change after Customer Approved Drawings will be considered a change order and will jeopardize the delivery date of the structure and be subject to additional charges.

11. **WARRANTY, DISCLAIMER LIMITATIONS ON LIABILITY:**
    a. NW Management provides a limited warranty (available on request) which can be summarized as follows:
        i. Five (5) year structural precast concrete limited warranty
        ii. One (1) year limited warranty for quality and workmanship of any services performed by NW Management
        iii. One (1) year limited warranty for equipment manufactured and/or installed by NW Management
        iv. Warranties on equipment (HVAC, electrical and lighting devices, etc.) not manufactured by NW Management will be passed through NW Management from the manufacturer to the customer
    b. Unless otherwise agreed to in writing by both parties, SELLER warrants only that, for a period of one (1) year after installation, SELLER products or materials sold hereunder shall be free from material defects in workmanship. Any failure by PURCHASER to timely pay any or all amounts due hereunder shall automatically void this express warranty made by SELLER. No agent, employee or representative of SELLER has authority to bind SELLER to any affirmation, representation or warranty concerning any products or materials sold to PURCHASER, unless and until said affirmation, representation or warranty is expressed in writing and signed by an authorized SELLER representation. The description of the goods contained herein is the sole basis for this agreement, and no statements or representations other than those embodied herein have been made or relied upon.

    EXCEPT AS EXPRESSLY PROVIDED HEREIN, SELLER DOES NOT MAKE AND SPECIFICALLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR ARISING BY TRADE USAGE OR COURSE OF DEALING, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY IMPLIED INDEMNITIES. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, AND LOSS OF BUSINESS INFORMATION) ARISING OUT OF THE USE, INABILITY TO USE OR FAILURE OF ANY MATERIALS OR PRODUCTS SOLD HEREUNDER, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY DEFECTS CAUSED BY IMPROPER USE, DESIGN, INSTALLATION OR MAINTENANCE VOICE ANY AND ALL WARRANTIES EXPRESSED OR IMPLIED, AND WHICH OTHERWISE APPLY. IT IS AGREED THAT SELLER SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES WHICH EXCEED THE INVOICE PRICE OF ANY MATERIALS WHICH ARE DETERMINED TO BE DEFECTIVE OR NON-CONFORMING.

12. **LIMITED REMEDY:** For Defective Products/Materials. Should the products or materials sold hereunder breach the limited warranty made by SELLER in Section 7 above, PURCHASER must provide written notice to SELLER of such breach within forty-eight (48) hours of PURCHASER's initial knowledge of said defect. PURCHASER hereby waives and relinquishes all actions and claims for replacement and repair thereof if PURCHASER fails to deliver such written notice within the applicable 48-hour period. Upon SELLER's receipt of timely written notice, SELLER's sole obligation and PURCHASER's exclusive remedy shall be the repair or replacement of the defective products or materials within a commercially reasonable period of time. Under no circumstances shall SELLER be liable for any liability, damages or costs due to delays in the approval, delivery or installation of any SELLER products or materials. PURCHASER understands and agrees that "but for" this limited remedy and SELLER's limitations on liability as stated in Section 7 above, SELLER would not be able to sell its products and materials to PURCHASER at the agreed prices and that the warranty disclaimers, the limitations on liability, and the limited remedy described in this Section 7 constitute an agreed allocation of risk between PURCHASER and SELLER.

13. **INDEMNIFICATION:** PURCHASER agrees to defend, indemnify and hold SELLER harmless from and against all claims, losses, damages, penalties, costs and/or expenses for damage to property of whatsoever kind or nature, or injury to persons arising out of performance under this CONTRACT by PURCHASER, its agents or employees. PURCHASER's duty to indemnify SELLER for liability and/or damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of SELLER and PURCHASER shall apply only to the extent of the negligence of PURCHASER, its agents or employees. PURCHASER's indemnification obligations hereunder shall exclude claims, losses, liabilities, costs or expenses for damage to property of whatsoever kind or nature, or injury to persons arising out of performance under this Agreement from the sole negligence of the SELLER, its agents or employees.

14. **SAFETY:** PURCHASER must provide a safe delivery site and comply with all federal, state and local safety laws, rules, ordinances and other requirements. PURCHASER shall indemnify and hold harmless SELLER, its agents, employees and contractors from, and shall defend any and all actions, claims, suits or proceedings that may subject SELLER to liability arising from PURCHASER's failure or inability to properly handle the products or materials, or provide a safe delivery site. SELLER agrees that, when its employees, agents or contractors deliver the products or materials purchased hereunder, it and they shall comply with all federal, state and local safety requirements.
15. **STOP WORK:** If credit conditions become unsatisfactory at any time prior to SELLER's completion of the work hereunder, PURCHASER shall furnish adequate security upon SELLER's request. To the extent PURCHASER fails to provide adequate security, as determined in SELLER's sole discretion, SELLER may stop work.
16. **PURCHASER's BANKRUPTCY:** Should PURCHASER become bankrupt or insolvent during the terms of this CONTRACT, this CONTRACT shall automatically terminate, provided such termination shall not prejudice SELLER's rights to the amounts then due and owing.

17. **GOVERNING LAW:** PURCHASER acknowledges that all billings, accounts receivable, and credit functions of SELLER are processed either through (i) the division or branch office from which PURCHASER makes purchases on credit pursuant to the credit granted hereunder; (ii) or any member of the SELLER group of affiliated companies; or (iii) any other SELLER related administrative entity. Therefore, in the event of arbitration between SELLER and PURCHASER, the

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arbitration, at the sole option of SELLER, shall take place in any city within any State having proper jurisdiction. SELLER and PURCHASER agree that the laws of the State in which the SELLER branch granting credit hereunder is located shall govern the interpretation of this CONTRACT.

18. **MANDATORY BINDING ARBITRATION. ANY DISPUTE ARISING UNDER THIS CONTRACT SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION IN ACCORDANCE WITH SECTION 15. THE AMERICAN ARBITRATION ASSOCIATION SHALL CONDUCT THE ARBITRATION UNLESS THE PARTIES MUTUALLY AGREE TO USE AN ALTERNATIVE ARBITRATION SERVICE. THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES. JUDGMENT UPON ANY AWARD MADE BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.**

19. **ASSIGNMENT:** PURCHASER shall not assign this CONTRACT without the prior written consent of SELLER. Notwithstanding the foregoing, PURCHASER shall have the right to assign this CONTRACT to any person or entity that acquires or succeeds to all or substantially all of PURCHASER's business or assets upon written notice to SELLER in accordance with Section 23, so long as the assignee or transferee assumes and continues to fulfill and perform all of the assignor/transferor's obligations hereunder. Notwithstanding anything contained herein to the contrary, PURCHASER shall remain liable for any and all obligations hereunder until SELLER acknowledges and approves any assignment in writing.

20. **MODIFICATION AND WAIVER:** Neither this CONTRACT nor any term or provision hereof may be changed, waived, discharged, amended,modified or terminated orally, or in any manner other than by an instrument in writing signed by both parties hereto. The failure of any party hereto to insist upon strict performance of any of the covenants and agreements herein contained, or to exercise any right or remedy herein conferred, in any one of more instances, shall not be construed to be a waiver or relinquishment of any such right or remedy, or of any other covenants or agreements, but the same shall be and remain in full force and effect.

21. **SERVERABILITY:** If any provision of this CONTRACT is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this CONTRACT.

22. **FORCE MAJEURE:** A party is excused from its obligations under this CONTRACT (except for PURCHASER's obligations to pay any monies due and payable to SELLER hereunder) to the extent such party (or a third party upon whom such party materially relies) sustains a loss by strike, fire, flood, windstorm, accident, act of God or other similar or dissimilar calamity or occurrence out of the reasonable control of such party which materially interferes with the conduct of such party's business, regardless of whether or not any such loss has been insured.

23. **RELATIONSHIP OF THE PARTIES:** Nothing contained in this CONTRACT shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or partnership or of any association between any of the parties hereto other than independent contracting parties.

24. **COMPLIANCE WITH LAWS:** PURCHASER must comply with all federal, state and local laws, codes, regulations and ordinances. PURCHASER agrees to pay all applicable fees, licenses and taxes, including sales and use taxes and inspection costs.

25. **NOTIFICATION OF CHANGE IN OWNERSHIP:** PURCHASER hereby agrees to notify SELLER, in writing, thirty (30) days prior to any change in ownership, name or business structure of PURCHASER and further agrees to be jointly and severally liable for all purchases by the new business structure and/or owners should said notification not be given. SELLER may, regardless of the terms herein or on any invoice, require all outstanding account balances be paid in full on demand upon change in ownership and/or business structure, and may refuse to make further sales or extend credit pending approval of the new business structure's/owners' credit, which approval shall be at SELLER's sole discretion.

_____

Company Name Address City / State / Zip

_____

Authorized agent of company (printed name) Signature

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Caliente Construction Inc.

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

DS2201.401 Outside Plant Telecom Remote Buildings (Veteran's Oasis)

BID PACKAGE: Electrical
BID DATE: 10/06/2023 R1
RFI(s): 0
ADDENDUM(S): 0

BID TALLY SHEET

	DESCRIPTION	BUDGET *Caliente* UNIT	QTY	COST/UNIT	COST	SUB 1 DP Electric	SUB 2 Aspen	SUB 3 AJP	SUB 4 Jenco	SELECTED SUB DP Electric
							INCOMPLETE	**NO BID**		
	BASE BID					**$ 328,214.00**	**$ -**	**$ -**	**$ 305,752.00**	
	Electrical									
1	Provide & Install Conduit/Wire		0	$ -	$ -	X			X	
2	Provide & Install SMFO Cable		0	$ -	$ -	X			X	
3	Provide & Install Conduit w/ Tracer wire and Mule tape		0	$ -	$ -	X			X	
4	Provide & Install No. 9 Split Pull Box		0	$ -	$ -	X			X	
5	Provide & Install No. 7 Pull Box		0	$ -	$ -	X			X	
6	Remove Existing Box and Replace w/ new No. 9		0	$ -	$ -	X			X	
7	Provide & Install Disconnect		0	$ -	$ -	X			X	
8	Provide & Install EMT for Connection from Existing MCC-LV to Building		0	$ -	$ -	X			X	
9	Provide & Install Grounding Ring		0	$ -	$ -	X			X	
10	Trenching (Shared for Electrical & SMFO)		0	$ -	$ -	X			X	
11	Slurry Backfill as Required		0	$ -	$ -	X			X	
12	Hand Dig as Required		0	$ -	$ -	X			X	
13	Clean Fill, Conduit Stands, & Compaction		0	$ -	$ -	X			X	
14	Furnish and Install Transformer		0	$ -	$ -	X			X	
15	Provide & Install (4) Data Racks and (4) vertical Wire Managers		0	$ -	$ -	X			X	
16	Provide & Install up to 500 LF of CAT 6		0	$ -	$ -	X			X	
17	Provide & Install (2) 48 Port Patch Panels		0	$ -	$ -	X			X	
18	Sawcut & Patchback (based on 125 LF)		0	$ -	$ -	X			NIC	
19	Scan and Coring		0	$ -	$ -	X			?	
20	Crane/Lift for Vault Placement		0	$ -	$ -	X			X	
21			0	$ -	$ -					
22	Background Check		0	$ -	$ -	X			?	
23			0	$ -	$ -					
24	Breaker for Exsting MCC-LV (150A)		0	$ -	$ -	X			?	
25			0	$ -	$ -					
	SALES TAX					$ -	$ -	$ -	$ -	
	SUBCONTRACTOR BID					$ 328,214.00	$ -	$ -	$ 305,752.00	
	ADD-ONS					$ -	$ -	$ -	$ -	
	TEXTURA					$ 700.00	$ -	$ -	$ 672.65	
	TOTAL BID				**$ -**	**$ 328,914.00**	**$ -**	**$ -**	**$ 306,424.65**	**$ 328,914.00**

#1 Tenant Improvement Contractor in Arizona 2016, 2017, 2018 & #1 General Contractor in Arizona 2017, 2018, 2019
2018 Tampa Business Excellence Award Winner
495 W. Vaughn Street, Tampa, AZ 85283 / Phone: (480) 894-5500 / Fax: (480) 545-4971
AZ ROC339162 , AZ ROC098789 , AZ ROC164951 , CA 770323 , UT 4741522-550
ID RCE-28529 , NM 85371 , CO 233580 , MT 116657 , OR 219626 , WA 604-150-586
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DP ELECTRIC INC

September 7, 2023
Project: CAC JOC OSP Telco Buildings

Caliente Construction Inc
Attn: Kayla Hauer, Justin Miller

DP Electric Inc. is pleased to provide you with a Proposal for the above referenced project. This proposal is based on customer provided information including drawings S003, E002, 050, 051, 052, 053, 054, 055, 056, 057, 300, 301, 302, 310, 311, 400, 401, 402, 403, 410, 411.

Electrical Public Safety……...$247,643.00
Add Alt 250A Panel……...$3,200.00
Add Alt Cable Tray/Ladder……$4,095.00
Add Alt Sales Tax……$4,540.00
Textura……..$530.00

Electrical Veterans Oasis……..$324,119.00
Add Alt 250A Panel……..$3,200.00
Add Alt Cable Tray/Ladder……$4,095.00
Add Alt Sales Tax……$4,152.00
Textura……...$700.00

Public Safety Qualification Notes:

1. Provide and installation of 400LF of 2" PVC with (2) 1/0, (1) #6 wire.
2. Provide and installation of 515LF of 144 SMFO cable in (1) 2" black PVC with #12 tracer wire and 2500LB Mule tape.
3. Provide and installation of 515LF (3) of 2" grey PVC with #12 tracer wire and 2500LB Mule tape.
4. Provide and installation of (1) No.9 split pull box intercepting existing city fiber optic conduits per detail C-103-3.
5. Provide and installation of new splice closure and splice new 144 SMFO cable to existing SMFO cables per city provided splice details.
6. Provide and installation of (1) No. 7 pull box per detail C-103-1.
7. Provide and installation of 100' of SMFO cable slack per each cable entrance in No.9 pull box.
8. Provide and installation of 50 'of SMFO cable slack in, per cable, in No.7 pull box.
9. Provide and installation of 400LF (2) 2" PVC (1- grey, 1- black) per detail C-104.
10. Provide and installation of up to 50' of 2" EMT with (2) 1/0, (1) #6 wire from outside building to "MCC-LV" inside building.
11. Proposal includes $1,750.00 breaker allowance for unknown 150A breaker type in "MCC-LV".
12. Provide and installation of grounding ring for Fiber Hut per note #2 sheet E056.
13. Proposal includes shared trenching for all underground conduits.
14. Proposal includes scan and core holes for feed from building.
15. Proposal includes slurry for trench related to sheet E054, detail C-104.
16. Proposal includes 6" clean fill, compacted per note 1 on sheet E002 and conduit stands in trenches.
17. Proposal includes a backhoe and trench shoring for vault locations.
18. Provide and installation of (4) data racks and (4) vertical wire managers per sheet E056
19. Proposal includes 500' of CAT6 cable and (2) 48 port patch panel.
20. Proposal includes up to 175' of saw cut and patch back.
21. Proposal includes hand dig.
22. Proposal includes crane for vault installation.
23. Proposal includes manhours for background check.
24. All work performed per the NFPA 70E.
25. This proposal is valid for (30-days) only. (see material escalation note at the end of this proposal)

Public Safety Add Alt 250v panel:

- Provide and installation of 250A 120/240v panel per sheet E310, 311.

Public Safety Cable/Ladder tray:

- Provide and installation cable/ladder tray per sheet E-056.

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DP ELECTRIC INC

September 7, 2023
Project: CAC JOC OSP Telco Buildings

Veterans Oasis Qualification Notes:

1. Provide and installation of 115LF of 144 SMFO cable in (1) 2" black PVC with #12 tracer wire and 2500LB Mule tape.
2. Provide and installation of 715LF (3) of 2" grey PVC with #12 tracer wire and 2500LB Mule tape.
3. Provide and installation of 2145LF #12 tracer wire and 2500LB Mule tape in existing conduits per note #5&6 on sheet E401.
4. Provide and installation of (1) No.9 pull box per detail C-103-2.
5. Provide and installation of new splice closure and splice new 144 SMFO cable to existing SMFO cables per city provided splice details.
6. Provide and installation of 100' of SMFO cable slack per each cable entrance in No.9 pull box.
7. Remove (1) No.7 pull box and replace with (1) No. 9 pull box detail C-103-2.
8. Remove (1) No.7 pull box and replace with (1) No. 9 split pull box detail C-103-2.
9. Provide and installation of 405LF of 2" PVC with (2) 1/0, (1) #6 wire.
10. Provide and installation of 495LF of 144 SMFO cable in (1) 2" black PVC with #12 tracer wire and 2500LB Mule tape.
11. Provide and installation of (1) electrical pull box No.7 per detail #2 on sheet E050.
12. Proposal includes $1,750.00 breaker allowance for unknown 150A breaker type in distribution "HA".
13. Provide and installation of up to 50' of 2" EMT with (2) 1/0, (1) #6 wire from outside to distribution "HA" inside building.
14. Provide and installation of grounding ring for Fiber Hut per note #2 sheet E056.
15. Proposal includes shared trenching for all underground conduits.
16. Proposal includes slurry for trench related to sheet E054, detail C-104.
17. Proposal include hand dig.
18. Proposal includes 6" clean full, conduit stands in trenches and compacted per note 1 on sheet E002.
19. Proposal includes a backhoe and trench shoring for vault locations.
20. Provide and installation of (4) data racks and (4) vertical wire managers per sheet E056.
21. Proposal includes 500' of CAT6 cable and (2) 48 port patch panel.
22. Proposal includes up to 125' of saw cut and patch back.
23. Proposal includes scan and core holes for feed from building.
24. Proposal includes crane for vault installation.
25. Proposal includes manhours for background check.
26. All work performed per the NFPA 70E.
27. This proposal is valid for (30-days) only. (see material escalation note at the end of this proposal)

Veterans Oasis Add Alt 250v panel:

- Provide and installation of 250A 120/240v panel per sheet E410, 411.

Veterans Oasis Cable/Ladder tray:

- Provide and installation cable/ladder tray per sheet E-056.

Exclusions:

1. Hard dig or HydroVac.
2. Replacement/ repair of landscaping and irrigation.
3. Disposal of excess trench spoils.
4. Any existing conditions/code violations.
5. Overtime or afterhours work.
6. Dry utilities/ AV/Security/CCTV/Sound Masking/PA/Fire Alarm.
7. Proposal excludes temporary power (is available upon request).
8. All formed concrete, equipment pads/ Roof jacks & roof patch. Traffic Controlling.
9. Engineering/fees, permits/fees, special inspection fees, utility fees.
10. Lightning Protection & Counterpoise Grounding Loop.
11. All coordination or load studies.

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DP ELECTRIC INC

Insurance, Warranty & Spares:

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

Material Escalation:

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

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

DP ELECTRIC INC

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

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DS2201.401 Outside Plant Telecom Remote Buildings (Veteran's Oasis)

BID PACKAGE: Security/Safety Systems
BID DATE: 10/06/2023 R1
RFI(s): 0
ADDENDUM(S): 0

BID TALLY SHEET

	DESCRIPTION	BUDGET Caliente UNIT	QTY	COST/UNIT	COST	SUB 1 APL	SUB 2 Premise One	SUB 3 Signal One	SUB 4 Division 27	SELECTED SUB APL
							NO BID	**NO BID**	**NO BID**	
	BASE BID					$ 27,964.16	$ -	$ -	$ -	
	Security/Safety Systems									
1			0	$ -	$ -					
2	**Access Control**		0	$ -	$ -					
3	Furnish & Install Enclosure Panel		0	$ -	$ -	X				
4	Furnsih & Install Conduit to Entry Door		0	$ -	$ -	X				
5	Furnish & Install Card Reader, Contact, REX, and Strike in Existing Door		0	$ -	$ -	X				
6	Furnish & Install wire		0	$ -	$ -	X				
7	Terminate Wires		0	$ -	$ -	X				
8	Programming & Testing		0	$ -	$ -	X				
9			0	$ -	$ -					
10	**CCTV**		0	$ -	$ -					
11	Furnisha & Install PTZ and Dome Camera		0	$ -	$ -	X				
12	Furnish & Install Conduit to Cable Rack		0	$ -	$ -	X				
13	Install NVR, POE, and UPS/Patch Panels		0	$ -	$ -	X				
14	Run Cat 6 wiring		0	$ -	$ -	X				
15	Terminate Wires		0	$ -	$ -	X				
16	Programming & Testing		0	$ -	$ -	X				
17			0	$ -	$ -					
18	Background Checks		0	$ -	$ -	X				
19			0	$ -	$ -					
20			0	$ -	$ -					
	SALES TAX					$ -	$ -	$ -	$ -	
	SUBCONTRACTOR BID					$ 27,964.16	$ -	$ -	$ -	
	ADD-ONS					$ -	$ -	$ -	$ -	
	TEXTURA					$ 61.52	$ -	$ -	$ -	
	TOTAL BID				$ -	$ 28,025.68	$ -	$ -	$ -	$ 28,025.68

certified WBENC

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Proposal:	**13423**
Revision:	**1**
Change Order:	**0**
Modified:	**09/13/23**

Proposal For:
Kayla Hauer
Caliente Construction, Inc.
485 W. Vaughn St.
Tempe, AZ 85283

khauer@calienteconstruction.com

Prepared By:
Ron Page
APL Access & Security, Inc.
115 South William Dillard Drive
Gilbert, Arizona 85233
1-480-497-9471
rpage@aplsecurity.com

Caliente Construction, Inc.

Access Control and CCTV add to the Veterans Oasis Park Fiber Bldg

4050 E Chandler Heights Rd
Chandler, AZ 85248

CHANDLER arizona

Diversity, Equity & Inclusion

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

Proposal:	**13423**
Revision:	**1**
Change Order:	**0**
Modified:	**09/13/23**

Access Control and CCTV add to the Veterans Oasis Park Fiber Bldg

This proposal covers the labor and materials to add access control to the COC Veteran's Oasis Fiber Site. APL will:

Access Control

1) Install the new eclosure on fire treated backer board
2) Run Conduit to the entry door
3) Install reader, contact, REX and strike on the door
4) Run wire from the door to the enclosure
5) Terminate all wires at the door and at the enclosure
6) Program the new door into the COC's Lenel software
7) Test the door for proper operation

CCTV

1) Install PTZ and dome camera per supplied customer drawings
2) Run conduit from the camera locations to the nearest cable rack
3) Install NVR, POE Plus switch, UPS and patch panels in the customer rack
4) Run cat 6 from the rack equipment to the 2 new cameras
5) Terminate wires at the camera and the rack
6) Program IP addresses in the new cameras
7) Program the new cameras into the NVR
8) Tie the NVR into the customer supplied open network port
9) Assist COC with connection and testing of the NVR and cameras

Supplied by others

1) IP address for the new controller panel, NVR and 2 cameras
2) Open network port for the new controller and NVR
3) 110vac for the new power supply and UPS
4) Wall space for the new enclosure
5) Rack space for the CCTV equipment
6) Bonding is excluded in this proposal

Veteran's Oasis Site — $27,964.16

Access Control		Unit Price	Ext. Price
1	LNL-AL400ULX Power Supply	$418.60	$418.60
1	LNL-X2210 Door Controller	$1,020.60	$1,020.60
1	4500C-630 Electric Strike	$442.09	$442.09
1	920PTNNEK00000-L001 Card Reader RP40 SE	$322.00	$322.00

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

Proposal: 13423
Revision: 1
Change Order: 0
Modified: 09/13/23

1	679-05HM Door Position Switch	$83.76	$83.76
1	DS160 Request To Exit	$136.09	$136.09
1	TP160 Trim Plate	$2.16	$2.16
1	PS-12120-F2 Battery	$30.95	$30.95
1	1lot Lot:All necessary cable, conduit, fasteners, connectors, mounting hardware, cam-locks, and misc consumables	$600.00	$600.00
	Labor	$2,720.00	$2,720.00

CCTV		Unit Price	Ext. Price
1	IP04-20T-F2A Network Video Recorder, 2U, 4 IP Channels, Windows 10, HDMI, DVI-I, DisplayPort, 20 TB	$9,805.25	$9,805.25
1	NSS-G24D2P24 24 10/100/1000Mbps Port Gigabit L2 Managed PoE+ Switch, 240W; 2 Dedicated SFP Gigabit Slots, 52Gbps, Web/CLI, 12-Outlet 120V PDU	$1,412.56	$1,412.56
1	M4800-1U-GS - patch panel - 1U - 19" Patch panel	$181.39	$181.39
1	EXR1500RT2U UPS AVR 1.5kVA/1350W 2U Rack/Wall/Twr Ext Runtime LCD	$1,144.88	$1,144.88
1	01752-004 Q6075-E 60 Hz 2MP Outdoor PTZ IP Security Camera with 40x Optical Zoom	$3,316.15	$3,316.15
1	02328-001 P3265-Lve Fixed Dome Camera HDTV 1080p Stream	$752.89	$752.89
1	5502-431 Mount- Pendant	$59.30	$59.30

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

Proposal: 13423
Revision: 1
Change Order: 0
Modified: 09/13/23

1	5507-461 Mount- Ceiling	$129.67	$129.67
1	1lot Lot:All necessary cable, fasteners, connectors, mounting hardware, cam-locks, and misc consumables	$350.00	$350.00
	Labor	$2,720.00	$2,720.00

Misc		Unit Price	Ext. Price
1	DPS fingerprint cards and background checks 2 technicians	$300.00	$300.00
	Project Management	$648.71	$648.71
	Submittals - Shop Drawings - Close Out Documents	$800.00	$800.00
	Administration Fee	$259.48	$259.48
	Shipping & Handling Product shipping and handling charges	$307.63	$307.63

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

Proposal:	**13423**
Revision:	**1**
Change Order:	**0**
Modified:	**09/13/23**

Financial Summary

Equipment:		$20,508.34
Shipping & Handling		$307.63
APL PM Fee		$648.71
APL Labor		$5,440.00
Adminstration Fee		$259.48
Submittals,Shop Drawings & Close Out Documents		$800.00
Sales Tax:	7.80%	$1,599.65
Grand Total:		**$29,563.81**

WARRANTY: APL Access & Security, Inc. warranties all material and labor furnished for a period of one year from date of acceptance of project by Owner's representative. Warranty becomes void if serviced by an alternative company. Various preventative maintenance and extended warranty programs are available. Warranty does not include: vandalism, abuse, acts of nature, or other damage caused by guests, employees, contractors, or vendors. Routine warranty service response shall be from 8:00AM to 5:00PM Monday through Friday excluding holidays. After hour service rates shall be billed at current after hour/emergency rates.

COMPLETION AND PARTIAL COMPLETION WORK: At any time during the installation of this project, if APL Access & Security, Inc. completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, APL Access & Security, Inc. may request the Owner to make final inspection of that unit. If the Owner finds upon inspection that the work has been satisfactorily completed in compliance with the Contract, it will be considered completed. Progress payment schedule shall apply to all completed work.

The completed system shall be tested in the presence of the owner's representative. Test forms shall document the results of the test and be signed by both parties. When the final system acceptance test has been satisfactorily completed, the owner shall sign a Letter of Completion issued by APL Access & Security, Inc. APL Access & Security, Inc. shall record the notice of completion as the start of the 1-year warranty period. Owner's decision to use or not use the system at this time does not affect the warranty period.

NOTE: APL has its own door and hardware technicians and can provide door hardware and installation if requested, which will be provided on a separate proposal.

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

Proposal:	**13423**
Revision:	**1**
Change Order:	**0**
Modified:	**09/13/23**

Proposal Summary

Project: **Access Control and CCTV add to the Veterans Oasis Park Fiber Bldg**
Total Cost: **$29,563.81**

PAYMENT TERMS:

APL Access & Security, Inc. reserves the right to require the client to complete a Credit Application before any contract can be executed. Upon approval of credit status, the client shall follow the terms stated below.

APL Access & Security, Inc. reserves the right to require a down payment of 50% of the contract amount to order required materials and equipment prior to start of the project. Upon receipt of down payment and a signed purchase order, a Project Manager will contact the client to schedule the project. The invoice of the remaining contract amount shall be issued at the time of completion and acceptance by the owner with payment due 30 Day NET.

APL Access & Security, Inc. reserves the right to require progress billing as necessary for a project. All sums paid shall be sent to APL Access & Security, Inc. 115 South William Dillard Drive, Gilbert, Arizona 85233. APL Access & Security, Inc. reserves the right to charge interest for any invoice over 45 days old. The interest rate charged will be the full amount allowed by law.

Terms: 30 Day NET. Prices are good for 15 days. All above equipment is property of APL until final payment has been rendered. In the event of non-payment, APL has the right to exercise any reasonable legal actions arising from such non-payment.

The proposal provided represents our interpretation of the requirements of this project. Please feel free to contact us at the number below should you need clarification or if you simply have a question, as we are prepared to meet with you at your convenience.

We look forward to the opportunity to serve your business. Thank you in advance for your time and consideration. APL Access & Security, Inc.

Client: **Kayla Hauer**
Caliente Construction, Inc.

Date

Ron Page

09/13/2023

Contractor: Ron Page
APL Access & Security, Inc.
ROC CR-67 # 202588

Date

Caliente Construction Inc.

B230049

COC JOC Outside Plant Fiber Telecommunications Buildings

Name	Email	Phone	Cell	Status	Base Bid
030000 : Concrete		Lead: Kayla Hauer		Bids Due: Sep 1, 2023 at 5:00 PM MST	
ELS Construction, Inc.		+1 602-243-1106		Bid Submitted	$90,094
Glynn Thompson	glynnt@evergreenaz.com	+1 602-243-1106	+1 602-376-7058	Invited	
John Lupoe	jlupoe@evergreenaz.com	+1 602-243-1106	--	Viewed	
steve hitchcock	shitchcock@evergreenaz.com	+1 602-243-1106	--	Invited	
Golden Canyon Concrete LLC		--		Not Bidding	--
Jose Avila	jose.avila@goldencanyonconcrete.com	+1 602-460-6974	--	Invited	
Heywood Builders, Inc.		--		Bid Submitted	$73,084
Keith Heywood	estimating@heywoodbuilders.com	+1 480-964-2980	--	Viewed	
Liberty Arizona Concrete Construction		+1 480-898-9005		Not Bidding	--
Todd Sarager	todd@azliberty.com	+1 480-898-9005	--	Viewed	
Miko LLc		+1 602-888-2826		Not Bidding	--
Mikko Pasanen	info@mikollc.com	+1 602-888-2826	+1 602-315-3705	Viewed	
Teemu Raisanen	teemu@mikollc.com	+1 602-540-3207	--	Viewed	
todd raisanen	todd@mikollc.com	+1 480-369-3761	--	Invited	
130000: Special Construction		Lead: Kayla Hauer		Bids Due: Sep 1, 2023 at 5:00 PM MST	

CXT, Inc.		--		Not Bidding	--
--	info@cxtinc.com	--	--	Invited	
Eric Kuester	ekuester@cxtinc.com	+1 509-921-8766	--	Invited	
L. B. Foster Company		--		Bid Submitted	$176,490
Eric kuester	ekuester@lbfoster.com	+1 800-696-5766	--	Viewed	
NW Management		+1 916-620-0016		Bid Submitted	$414,030
Dan Rysavy	dan.rysavy@managenw.com	+1 916-620-0016	--	Invited	
Doug Domas	doug.domas@managenw.com	+1 678-371-8315	--	Viewed	
Pacific Power Reps PPR		--		Not Bidding	--
jeff sims	jeffs@ppreps.com	+1 480-280-5068	--	Viewed	
Sabre Industries		--		Not Bidding	--
jeff sims	jsims@sabreindustries.com	+1 480-280-5068	--	Invited	
VFP Inc.		+1 540-977-0500		Not Bidding	--
Bryan Cox	bcox@vfpinc.com	+1 540-977-0500	--	Viewed	
Pete File	pfile@vfpinc.com	+1 540-977-0500	--	Viewed	
Tim Handy	thandy@vfpinc.com	+1 540-520-4110	--	Invited	

260000 : Electrical		Lead: Kayla Hauer		Bids Due: Sep 1, 2023 at 5:00 PM MST	
AJP Electric, Inc.		+1 602-944-5477		Not Bidding	--
Tom Hawkes	tom.hawkes@ajpelectric.com	+1 602-944-5477	+1 602-451-5615	Invited	
Aspen Electric LLC		--		Not Bidding	--
Raul Dayao (vendor)	rdayao@aspentechaz.net	+1 602-525-3187	--	Viewed	
Taimoor Nasir	tnasir@aspenelectricaz.com	+1 260-418-7983	--	Viewed	
William Alms (vendor)	walms@aspentechaz.com	+1 480-315-1700	--	Viewed	

Aspen Technologies		**+1 480-315-1700**		**Bid Submitted**	**$142,008**
Raul Dayao	rdayao@aspentechaz.net	+1 602-525-3187	--	Viewed	
Taimoor Nasir (vendor)	tnasir@aspenelectricaz.com	+1 260-418-7983	--	Viewed	
D. P. Electric, Inc.		**+1 480-858-9070**		**Bid Submitted**	**$561,840**
Albert Kachekian	albert@dpelectric.com	+1 480-858-9070	--	Invited	
Bryan Adams	bryan.adams@dpelectric.com	+1 480-858-9070	--	Invited	
Casey Kotzenmacher	casey.kotzenmacher@dpelectric.com	+1 480-937-1821	--	Invited	
Chris Bell	chris.bell@dpelectric.com	+1 480-858-9070	--	Invited	
Jason Knez	jason.knez@dpelectric.com	+1 602-757-0225	--	Invited	
alan partida	alan.partida@dpelectric.com	--	--	Viewed	
james clark	james.clark@dpelectric.com	+1 480-622-1216	--	Invited	
Jenco, Inc.		**+1 480-607-9797**		**Bidding**	**--**
Jeffery Nihart	jnihart@jencoinc.com	+1 269-244-0199	--	Invited	
Kris Geltch	kgeltch@jencoinc.com	+1 602-540-4345	--	Invited	
Ray Massa	rmassa@jencoinc.com	+1 480-721-6701	--	Viewed	

270000: Data & Telecommunications	Lead: Kayla Hauer	Bids Due: Sep 1, 2023 at 5:00 PM MST

APL Access & Security, Inc.		**+1 480-497-9471**		**Bid Submitted**	**$59,128**
Corey Morris	cmorris@aplsecurity.com	+1 520-294-9471	--	Invited	
Enrique Olivares	enrique@aplsecurity.com	+1 480-497-9471	--	Viewed	
Ronald Page	rpage@aplsecurity.com	+1 480-497-9471 ext. 214	--	Viewed	
Division 27 Telecommunications, Inc.		**--**		**Not Bidding**	**--**
Rick Christopher	estimating@cabling.info	(602) 339-2626	--	Viewed	
Tanya Caspers	tcaspers@cabling.info	--	--	Invited	
Integrity Special Systems		**+1 480-454-8882**		**Not Bidding**	**--**
Joey ZOZAYA	joez@integrityspecialsystems.com	+1 602-615-7890	--	Invited	

Intelligrated Communications Inc.		--		Not Bidding	--
David Moran	bobf@ici-az.net	+1 623-243-3900 ext. 1005	--	Invited	
Mat Amerman	mat@ici-az.com	+1 623-243-3900	--	Invited	
Mikah Dossie	mikah@ici-az.com	--	--	Invited	
Rick Armstrong	rick@ici-az.com	+1 623-243-3900	--	Invited	
Rick Armstrong	projects@ici-az.com	--	--	Invited	
shane mofford	shane@ici-az.net	+1 623-252-8535	--	Invited	
Lightspeed Networks LLC		--		Bid Submitted	$104,540
Kris Brandstatter	kris@lightspeedaz.com	+1 480-244-6742	--	Viewed	
Moria Carter	moria@lightspeedaz.com	+1 541-645-5555	--	Viewed	
Premise One, LLC		+1 480-222-5100		Not Bidding	--
Ashley Everett	aeverett@premiseone.net	+1 480-222-5109	--	Invited	
Ivy Davis	idavis@premiseone.net	--	--	Viewed	
Mike Anderson	manderson@premiseone.net	--	--	Viewed	
Signal One Fire and Communication		--		Not Bidding	--
John Henze	john.henze@signalonefire.us	+1 480-752-1777	--	Viewed	
Jon Bishop	jb@j2p.us	+1 480-272-5515	--	Invited	

329000: Landscape	Lead: Kayla Hauer	Bids Due: Sep 1, 2023 at 5:00 PM MST

ELS Construction, Inc.		+1 602-243-1106		Bidding	--
John Lupoe	jlupoe@evergreenaz.com	+1 602-243-1106	--	Viewed	
steve hitchcock	shitchcock@evergreenaz.com	+1 602-243-1106	--	Viewed	
Jack Reed Enterprises, Inc.		--		Not Bidding	--
Melissa Reed	reedlandscape@yahoo.com	+1 602-885-2105	--	Viewed	

Westar Environmental		--		Not Bidding	--
MIKE FITZ	mfitz@westarenvironmental.com	+1 602-722-6385	--	Viewed	

Prepared on Sep 29, 2023 at 2:09 PM MST

BUILDINGCONNECTED

City Council Memorandum Development Services Memo No. CP24-062

Date: November 06, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Micah Miranda, Acting Development Services Director
Kimberly Moon, CIP Engineering Senior Manager
From: Ivan Magana, Engineer
Subject: Job Order Project Agreement No. DS2201.402 with Caliente Construction, Inc., Pursuant to Job Order Master Agreement No. JOC1904.401, for the Outside Plant Fiber Telecommunications Remote Buildings – Public Safety

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Proposed Motion:

Move City Council award Job Order Project Agreement No. DS2201.402 to Caliente Construction, Inc., Pursuant to Job Order Master Agreement No. JOC1904.401, for the Outside Plant Fiber Telecommunications Remote Buildings – Public Safety, in an amount not to exceed $794,886.20.

Background/Discussion:

The project consists of a small remote building to house the telecommunication fiber optic hub switch and associated connections to existing City of Chandler fiber infrastructure. The hub switch will be located adjacent to the Public Safety Training Center and the Dobson South Water Reservoir. The City's Fiber Master Plan recommended new hub switches to improve Chandler’s network resiliency and reliability.

The City of Chandler has been installing conduit and connecting traffic signals to City owned copper communications cabling as far back as the early 1980’s. In the early 1990’s, Chandler began converting that copper communications network to fiber optic cabling. Today, Chandler has one of the most connected traffic systems as a result of the City's innovative approach. Over the years, City buildings such as libraries, aquatic centers, fire stations, police stations and even programmable signs have been connected to the City fiber network through a sequence of

last-mile projects.

The fiber system grew organically as the City's needs evolved and new technologies emerged. In 2010, a Fiber Master Assessment was completed, followed the 2020 Fiber Master Plan. The Master Plan included a projected 10-year plan for rehabilitation and capital improvements which was incorporated into the City's capital improvement program (CIP). These remote telecommunications building projects are part of the initial phase of recommendations in the Master Plan to provide much needed diversity and redundancy and improve the resiliency of the City of Chandler fiber optic network. The addition of these points of connection decentralizes the city's network and will, as the other improvements are made, create redundant connections for trunk circuits and distribution circuits that will provide the kind of service the city will need for future security of the communications network.

The project scope of work includes the furnishing and installation of the prefabricated concrete building, fiber connections to existing infrastructure, fiber vaults, HVAC, transformer and associated electrical, electrical connection to the adjacent building, server racks, security cameras, key card access, and concrete foundation. Scope to also include site work, pad preparation, and concrete asphalt patch back as required for conduit installation. The agreement completion time is 130 calendar days.

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

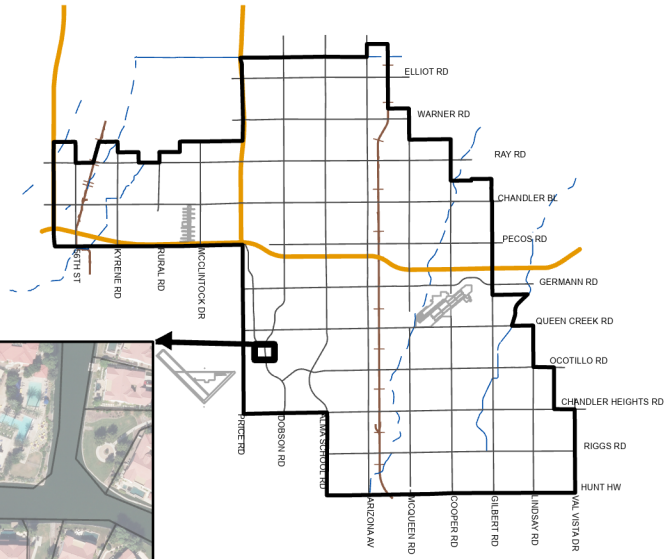
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
417.1560.5219.6DS099	Capital Grants	Citywide Fiber Upgrade	$794,886.20	Y

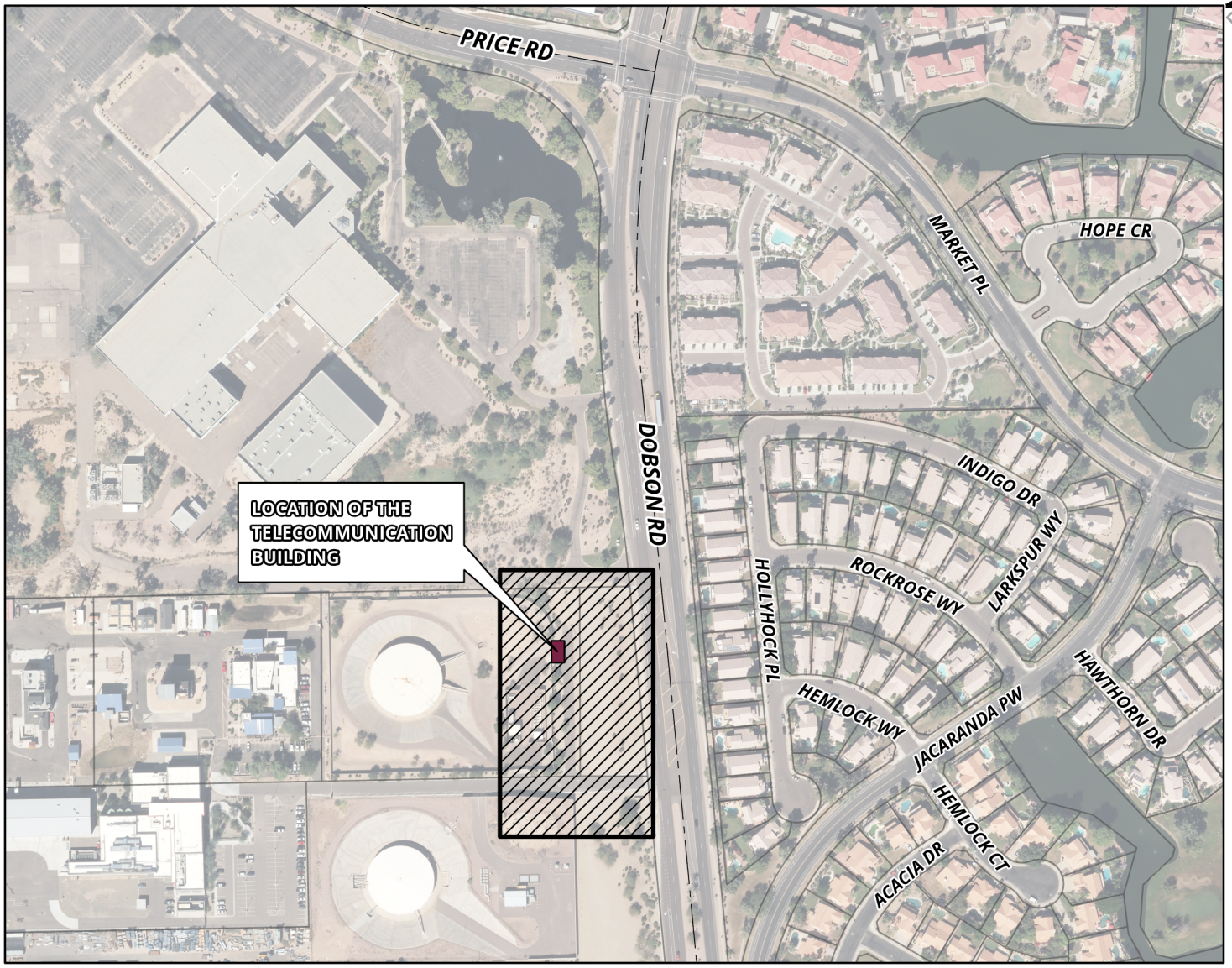
Attachments

Location Map
Agreement DS2201.402

CHANDLER arizona

OUTSIDE PLANT FIBER TELECOMMUNICATIONS
REMOTE BUILDINGS (PUBLIC SAFETY)
PROJECT NO. DS2201.402





MEMO NO. CP24-062

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 10/9/2023 MaricelaH

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CITY OF CHANDLER
JOB ORDER PROJECT AGREEMENT

Project Name: **OUTSIDE PLANT FIBER TELECOMMUNICATIONS REMOTE BUILDINGS – PUBLIC SAFETY**

Project No. **DS2201.402**

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

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

RECITALS

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

B. City proposes to engage JOC Contractor to install a new prefabricated telecommunication remote building and supporting infrastructure to house the telecommunication fiber optic hub switch located adjacent to the Public Safety Training Center and Dobson Water Facility 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 **OUTSIDE PLANT FIBER TELECOMMUNICATIONS REMOTE BUILDINGS – PUBLIC SAFETY**, Project Number **DS2201.402**. The scope of work consists of installing a new prefabricated telecommunication remote building and supporting infrastructure to house the telecommunication fiber optic hub switch located adjacent to the Public Safety Training Center and Dobson Water Facility , 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.

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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 **$794,886.20** 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 **130** calendar days from the Notice to Proceed (NTP) Date.

ARTICLE 4. PARTICIPANTS

CITY:	Construction Project Manager: Raymond Potts	
	Phone:	480-782-3326
	Email:	Raymond.potts@chandleraz.gov
JOC CONTRACTOR:	Caliente Construction, Inc.	
	485 W. Vaughn St. Tempe, AZ 85283	
	JOC Contractor Representative: Lorraine Bergman	
	Phone:	480-894-5500
	Email:	lbergman@calienteconstruction.com

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

SIGNATURE PAGE TO FOLLOW

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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"
Caliente Construction, Inc.:

Lorraine Bergman 10/12/2023
Signature Date

Lorraine Bergman
Print Name

President/CEO
Title

ATTEST: If Corporation

Lisa Antino
Secretary

ADDRESS FOR NOTICE

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

DocuSign Envelope ID: E74D1CC5-5C7D-427A-8C16-B9B3368EF432

EXHIBIT A
SCOPE OF WORK

DocuSign Envelope ID: E74D1CC5-5C7D-427A-8C16-B9B3368EF432

Caliente Construction Inc.

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

October 6, 2023

Raymond Potts
Construction/Design Project Manager
City of Chandler
Public Works and Utilities
215 East Buffalo Street
Chandler, AZ 85225

RE: City of Chandler – DS2201.402 Outside Plant Telecom Remote Buildings (Public Safety) (R1)

Mr. Potts,

Thank you for the opportunity to provide our proposal for the DS2201.402 Outside Plant Telecom Remote Buildings (Public Safety) Project.

We have based the attached proposal on information received, 100% Set of Drawings by Kimley Horn dated 6/22/2023 and Specifications dated 6/22/2023 (COC Permit Approved 8/10/23 – CIV23-0062).

The Total Cost is **$794,886.20**. See attached spreadsheets with bid tabulations and subcontractor back-up for further details.

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

Best Regards,

Justin Miller
Sr. Project Manager - Caliente Construction Inc.

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EXHIBIT A
SCOPE-OF WORK

PROJECT:
DS2201.402 Outside Plant Telecom Remote Buildings (Public Safety)

General Requirements:

1) Provide office support, supervision, overhead/profit, taxes based on TPT, insurances, and bond.
2) Provide Private Locating and Survey as needed.
3) Provide Temporary Protection as required.
4) Provide Temp Toilets and Wash-station for Construction.
5) Dumpsters as required.
6) Clean-up Site.

Construction:

1) Selective Demolition/Salvage.
2) Furnish and Install Conduit and Wire from Existing POC to New OSP Building.
3) Furnish and Install Raceways, Christy Boxes/Vaults, etc. for FO Line to New OSP Building.
4) Furnish and Install New Transformer and Associated Electrical.
5) Furnish and Install New Prefab Concrete OSP Building.
6) Earthwork and Pad Preparation.
7) Concrete Pad for OSP.
8) Rip Rap with Fabric.
9) Final Connections to OSP.
10) Concrete/Asphalt Patchback as required for tie-in.

Project Duration:
Proposal based on onsite Project Duration of (8) weeks onsite construction after procurement of materials (addition of scope via Allowance Use may require additional time to complete).

Assumptions/Clarifications/Exclusions:
See attached spreadsheets.

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Caliente Construction Inc.

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

DS2201.402 Outside Plant Telecom Remote Buildings (Public Safety)

10/06/2023 R1

Assumptions / Clarifications

1. Proposal based on **8 Weeks** On-Site Construction after procurement of long lead items (est Buidling Delivery is 26-30 Weeks from time of order).
2. Proposal is based on information received from City of Chandler and Final Approved Drawings, Outside Plant Fiber Telecommunications Remote Buildings - Public Safety - DS2201.402, dated 6/22/23 and Specifications dated 6/22/23 from Kimley Horn.
3. Proposal based on normal working daytime hours, Monday through Friday.
4. Proposal based on access to site for duration of construction activities and adequate lay-down/staging area provided by COC.
5. Proposal includes a **Construction Allowance of $60,000** (no Contractor Mark-ups included) for any Unforeseen Conditions or Changes.
6. Proposal includes a **Material Escalation Allowance (5%)** (no Contractor Mark-ups included).
7. It is assumed Owner will carry a separate Owner's Contingency for any design or scope changes that may take place during construction or prior to start.
8. Proposal includes a **Traffic Control Allowance of $5,000** (no Contractor Mark-ups included).
9. Due to the current volatile market, this proposal may be subject to Material Escalation Increase at any time from submission of proposal until all materials are onsite. Some vendors are not finalizing material costs until they are ordered and ready to ship.
10. Contractor Performance and Payment Bonds are included in this proposal.
11. Compliance with Owner Insurance Requirements is included.
12. Background checks and badging are included
13. All power shutdowns will be coordinated with the City of Chandler
14. Subcontractor Exclusions, Terms and Conditions, Special Conditions, Indemnification Clauses, etc. included in their proposals are strictly between Caliente Construction and selected Subcontractors.
15. Existing Landscape will be matched as close as possible.
16. Proposal is based on Lump Sum pricing per division per our subcontractors proposals.
17. Proposal includes Limited Survey and Private Locating.
18. Proposal inlcudes Temp Protection and Fencing at OSP Site only. Caliente will keep temp fence up at the OSP site throughout duration of project.
19. Proposal based on Furnishing of UPS and final terminations for patch panels being by COC IT.
20. Fiber optics scope is included in electrical number
21. OSP will be submitted as a deferred submittal to COC P&D once approved by ADOH.

Exclusions

1. Design, Design Fees, or Permit Fees (unless noted otherwise).
2. Utility Company Fees.
3. Water Hydrant Meters or Fees.
4. Electric submeter to monitor power usage of huts
5. Contaminated Soils Removal, Asbestos/Mold/etc., Testing/Abatement, Hazardous Materials Handling (Current Report/Survey to provided by COC prior to start of Demolition).
6. Holiday, Nights and Weekends.
7. Prevailing Wages or Overtime Hours.
8. Site Security or Cameras.
9. Load Testing or Maintenance of Existing Electrical System .
10. Maintenance of exsiting irrigation, plumbing, electrical, etc. systems not within scope-of-work.
11. Removal of Owner equipment, furnishings, etc. (by Owner).
12. Right of Way Permits.
13. Precon or Coordination with Utilities (private Locating will be compled during construction and any conflicts will be relayed to COC or CM).
14. Landscaping or Ground Covering replacement, protection, watering, etc. except as noted above.
15. Irrigation or Irrigation Repairs.
16. SWPPP.
17. Final terminations for patch panels (provided by by COC IT).
18. Neighborhood Resources or Neighborhood Notification (by COC).

Allowances (Not Included in Base Proposal; No Markups)

1	CONSTRUCTION ALLOWANCE	$	60,000.00
2	MATERIAL ESCALATION ALLOWANCE	$	30,087.66
3	TRAFFIC CONTROL ALLOWANCE	$	5,000.00

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EXHIBIT B
FEE SCHEDULE

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Caliente Construction Inc.

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

EXHIBIT "B"

DS2201.402 Outside Plant Telecom Remote Buildings (Public Safety)

JOB ORDER COST PROPOSAL
SUMMARY SHEET

10/06/2023 R1

Negotiated Prices			
Price of Subcontractor(s)		$	530,219.24
Price of Subconsultant(s)		$	-
General Conditions		$	71,534.00
Preconstruction Labor (if applicable)		$	-
Construction Labor (if applicable)		$	-
SUBTOTAL (NEGOTIATED PRICES):		**$**	**601,753.24**
Overhead and Profit (Coefficient per Job Order Master Agreement)	**8.00%**	**$**	**48,140.26**
TOTAL (NEGOTIATED PRICES + OVERHEAD & PROFIT):		**$**	**649,893.50**
Insurance, Bonds, & Taxes			
Sales Tax Percentage (Current Tax Rate) ***TPT***	**5.070%**	$	33,767.76
General Liability Insurance Percentage (Actual Cost per Job Order)	**1.00%**	$	6,017.53
Builder's Risk Insurance Percentage (Actual Cost per Job Order)	**0.50%**	$	3,008.77
Payment Bond (Actual Cost per Job Order)	**1.50%**	$	7,110.98
Performance Bond (Actual Cost per Job Order) ***INC***	**0.00%**	$	-
SUBTOTAL (INSURANCE, BONDS, & TAXES):		**$**	**49,905.04**
COMBINED TOTAL (TOTAL + INSURANCE, BONDS, & TAXES):		**$**	**699,798.54**
Owner's Allowance		**$**	**95,087.66**
TOTAL JOB ORDER:		**$**	**794,886.20**

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.

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Caliente Construction Inc.

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

Project:	**DS2201.402 Outside Plant Telecom Remote Buildings (Public Safety)**	**0.00**	**Building Sq. Ft.**
Owner:	**City of Chandler**	**0.00**	**Site Sq. Ft.**
Architect:	**Kimley Horn**	**0.00**	**Site Acres**
Bid Date:	**10/06/2023 R1**	**0**	**RFI(s)**
Taxing Jurisdiction:	**Chandler**	**0**	**Addenda**
MRRA or TPT:	**TPT Chandler 5.070%**	**NAME**	**100% Dated 6/22/23**

DESCRIPTION					TOTALS
DIVISION 1	**GENERAL CONDITIONS / GENERAL REQUIREMENTS**			**$**	**71,534.00**
DIVISION 3	**CONCRETE**			**$**	**32,197.61**
DIVISION 12	**FURNISHINGS (PRECAST BUILDING)**			**$**	**217,727.95**
DIVISION 26	**ELECTRICAL / COMMUNICATIONS**			**$**	**252,268.00**
DIVISION 28	**ACCESS CONTROL / SECURITY**			**$**	**28,025.68**
Subtotal of Cost Of Work				**$**	**601,753.24**
CONTRACTOR FEE		8.00%		$	48,140.26
GENERAL LIABILITY INSURANCE		1.00%		$	6,017.53
BUILDERS RISK INSURANCE		0.50%		$	3,008.77
BONDING FEES		1.50%		$	7,110.98
SALES TAX	TPT Chandler 5.070%	5.070%		$	33,767.76
Total Cost of Work				**$**	**699,798.54**
ALLOWANCES (Based on Subtotal cost of Work - Not included in Cost of Work; No Markups)					
CONSTRUCTION ALLOWANCE		1.00	LS	$	60,000.00
MATERIAL ESCALATION ALLOWANCE		5.00%		$	30,087.66
TRAFFIC CONTROL ALLOWANCE		1.00	LS	$	5,000.00
TOTAL PROJECT COST				**$**	**794,886.20**

certified WBENC

#1 Tenant Improvement Contractor in Arizona 2016, 2017, 2018 & #1 General Contractor in Arizona 2017, 2018, 2019
2018 Tempe Business Excellence Award Winner
495 W. Vaughn Street, Tempe, AZ 85283 / Phone: (480) 894-5500 / Fax: (480) 545-4971
AZ ROC339162 . AZ ROC098759 . AZ ROC164551 . CA 770323 . UT 4741522-550
ID RCE-28529 . NM 85371 . CO 233580 . MT 159537 . OR 219626 . WA 604-150-586

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

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DS2201.402 Outside Plant Telecom Remote Buildings (Public Safety)

General Conditions

8 Weeks

56 Calendar Days

CODE	ITEM	QTY	TYP	RATE/HR	SUBTOTAL
	GENERAL CONDITIONS				
00-1040	Project Manager	2.00	WK	$ 4,200.00	8,400.00
00-1043	Project Engineer	2.40	WK	$ 2,960.00	7,104.00
00-1045	Superintendent	8.00	WK	$ 3,800.00	30,400.00
00-1050	Senior Project Manager	1.00	WK	$ 4,720.00	4,720.00
	TEMPORARY FACILITIES				
01-5219	Portable Toilets	8.00	WK	$ 125.00	1,000.00
00-1405	Field Office	8.00	WK	$ 300.00	2,400.00
00-1301	Temp Power / Temp Generator	8.00	WK	$ 350.00	2,800.00
01-5136	Temporary Construction Water	8.00	WK	$ 125.00	1,000.00
00-1075	Drinking Water	8.00	WK	$ 20.00	160.00
01	**GENERAL REQUIREMENTS**				
01-7410	Dumpster & Fees	1.00	PULL	$ 550.00	550.00
01-5626	Temporary Fencing	1.00	LS	$ 3,500.00	3,500.00
01-5600	Safety / Temp Protection	1.00	LS	$ 1,000.00	1,000.00
02-2100	Survey	1.00	LS	$ 3,500.00	3,500.00
02-3000	Subsurface Investigation	1.00	LS	$ 2,500.00	2,500.00
01-5800	Project Idenification Sign	1.00	LS	$ 750.00	750.00
01-7243	Final Bldg Clean	1.00	LS	$ 750.00	750.00
02-3216	Material Testing	1.00	LS	$ 1,000.00	1,000.00
	TOTAL GENERAL CONDITIONS				**$ 71,534.00**

certified WBENC

#1 Tenant Improvement Contractor in Arizona 2016, 2017, 2018 & #1 General Contractor in Arizona 2017, 2018, 2019
2018 Tempe Business Excellence Award Winner
495 W. Vaughn Street, Tempe, AZ 85283 / Phone: (480) 894-5500 / Fax: (480) 545-4971
AZ ROC339162 , AZ ROC098789 , AZ ROC194551 , CA 770323 , UT 4741522-550
ID RCE-28529 , NM 85371 , CO 230580 , MT 109537 , OR 219626 , WA 604-150-586

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

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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 **OUTSIDE PLANT FIBER TELECOMMUNICATIONS REMOTE BUILDINGS – PUBLIC SAFETY**, **DS2201.402** 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

DocuSign Envelope ID: E74D1CC5-5C7D-427A-8C16-B9B3368EF432

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 **OUTSIDE PLANT FIBER TELECOMMUNICATIONS REMOTE BUILDINGS – PUBLIC SAFETY**, **DS2201.402** 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

DocuSign Envelope ID: E74D1CC5-5C7D-427A-8C16-B9B3368EF432

EXHIBIT E

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project Name: **OUTSIDE PLANT FIBER TELECOMMUNICATIONS REMOTE BUILDINGS – PUBLIC SAFETY**
Project No.: **DS2201.402**

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

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EXHIBIT F

CERTIFICATE OF COMPLETION

Project: **OUTSIDE PLANT FIBER TELECOMMUNICATIONS REMOTE BUILDINGS – PUBLIC SAFETY**

Project No.: **DS2201.402**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **DS2201.402** 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

DocuSign Envelope ID: E74D1CC5-5C7D-427A-8C16-B9B3368EF432

EXHIBIT G

SUBCONTRACTOR DOCUMENTS WITH JOC CONTRACTOR

Any subcontractor assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the JOC Contractor and their subcontractors, and do not apply to the Agreement between the JOC Contractor and the City.

DocuSign Envelope ID: E74D1CC5-5C7D-427A-8C16-B9B3368EF432

DS2201.402 Outside Plant Telecom Remote Buildings (Public Safety)

BID PACKAGE: Concrete
BID DATE: 10/06/2023 R1
RFI(s): 0
ADDENDUM(S): 0

BID TALLY SHEET

	DESCRIPTION	BUDGET				SUB 1	SUB 2	SUB 3	SUB 4	SELECTED SUB
		Caliente				Heywood	ELS	Golden Canyon	Liberty	ELS
		UNITS	QTY	COST/UNIT	COST					
								NO BID	**NO BID**	
	BASE BID					**$ 25,403.00**	**$ 26,592.00**			
	Concrete									
1	Mobilization		0	$ -	$ -	X	X			
2	Site / Pad Prep / Haul-Off		0	$ -	$ -	X	X			
3	10" OSP Pad w/ Turndown		0	$ -	$ -	X	X			
4	4" Gray Sidewalk		0	$ -	$ -	X	X			
5			0	$ -	$ -					
6	Decomposed Granite (Site Restoration)		0	$ -	$ -	NO	$ 5,006.50			
7			0	$ -	$ -					
8	Termite Treatment		0	$ -	$ -	$ 500.00	$ 500.00			
9			0	$ -	$ -					
	SALES TAX					$ -	$ -	$ -	$ -	
	SUBCONTRACTOR BID					$ 25,403.00	$ 26,592.00	$ -	$ -	
	ADD-ONS					$ 500.00	$ 5,506.50	$ -	$ -	
	TEXTURA					$ 85.00	$ 99.11	$ -	$ -	
	TOTAL BID				**$ -**	**$ 25,988.00**	**$ 32,197.61**	**$ -**	**$ -**	**$ 32,197.61**

certified WBENC

#1 Tenant Improvement Contractor in Arizona 2016, 2017, 2018 & #1 General Contractor in Arizona 2017, 2018, 2019
2018 Tampa Business Excellence Award Winner
495 W. Vaughn Street, Tempa, AZ 85283 / Phone: (480) 894-5500 / Fax: (480) 545-4971
AZ ROC319525 . AZ ROC098759 . AZ ROC194951 . CA 770323 . UT 4741522-550
ID RCE-28529 . NM 85371 . CO 233580 . MT 109537 . OR 219626 . WA 604-150-586

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

SELECTED SUBCONTRACTOR

September 11, 2023

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

ATTN: Kayla Hauer
Email: khauer@calienteconstruction.com.

RE: OUTSIDE PLANT FIBER TELECOMMUNICATION BUILDINGS
Address: 4050 E. Chandler Heights Rd, Public Safety -3550 S. Dobson Rd, Chandler, AZ.

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

The undersigned hereby proposes and agrees to furnish any and all required labor, materials, construction equipment, transportation and services for Amenities of **OUTSIDE PLANT FIBER TELECOMMUNICATION BUILDINGS** per plans, specifications, and pages one thru two of this proposal, for the following price:

NINETY THOUSAND AND NINETY-FOUR DOLLARS & 00/100: $90,094.00 (tax not included). Textura Add: $198.21

SEE BID SCHEDULE "EXHIBIT A" ATTACHED

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

John Lupoe
John Lupoe, G.C. Pre-Construction Director / Head Estimator
jlupoe@evergreenaz.com

75 x 11.25 in

DocuSign Envelope ID: E74D1CC5-5C7D-427A-8C16-B9B3368EF432

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

OUTSIDE PLANT FIBER TELECOMMUNICATION BUILDINGS - Hardscape
BID NOTES:

1. Construction Manager to supply grade +0.1 foot prior to commencement of work. Excludes import or export of soil.
2. ELS Construction, Inc. not liable for damage incurred through, but not limited to, vandalism, traffic, wind, rain, freezing temperatures, extreme heat, or the negligence of others.
3. Excludes sales tax, all specialty fees, ROW fees, permits, bonds, and special wages.
4. Proposal based on typical 40 hour work week, Monday through Friday. Excludes overtime, weekend, and night work.
5. Construction Manager to provide as-builts for location of underground utilities not handled by Blue Stake/CBYD.
6. Any condition requiring digging, using a jackhammer or hoe-ram, etc., or as a result of buried debris/structures will result in additional charges over and above the base bid.
7. Excludes demolition or clearing and grubbing of existing vegetation.
8. Excludes salvage, repair, replacement, relocation, protection, & maintenance of existing material.
9. Construction Manager to incur cost of water and electrical usage during construction and maintenance periods.
10. No traffic control, barricades, saw cutting of existing walls, walks, or roadways included.
11. Construction Manager to provide water source and water for construction.
12. Construction Manager to supply plans and specifications.
13. Includes phasing mobilizations as needed.
14. **Includes:** Remove existing landscape area; Site Grading & Prep; Rip Rap; Decomposed Granite; Restoration of existing landscape; Concrete slab pad (Public safety & Veteran Oasis); Concrete sidewalk (Public safety & Veteran Oasis) incldg turndown where applicable; 4" ABC (Veteran Oasis).
15. **All work as noted and specified per drawings & specification.**
16. **Exclusions: Water, site utilities, drywells, asphalt pavement, curbs & gutters, electrical and demo.**
17. Other Exclusions: Survey, staking, structural calculations, and/or engineering, special inspection, testing, permits, taxes, and any other items not specifically identified as included in this proposal.
18. Proposal per Kimley Horn plans with RLA stamp dated 06-22-23 and Chandler City Review/Approved dated 8-10-23.
19. **Bid is valid 60 days. Calendar days to complete work 25.**
20. **Note:** These notes are an integral part of this bid proposal and should be considered and included in any contract documents. Acceptance of this bid proposal constitutes acceptance of bid notes here with. **Bid based on acceptance of all items.** ELS Construction reserves the right to revisit and revise the proposal if all items are not accepted.

75 x 11.25 in

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OUTSIDE PLANT FIBER TELECOMM BLDG

EXHIBIT A
SCHEDULE OF VALUES

Item	Description	Qty	Unit	Unit Price	Total
1	Remove Existing Landscaping Area (cleaning & grubbing) (Veteran Oasis)	2674	sf	$ 5.00	$ 13,370.00
2	Site Grading, Prep, & Restoration (Public Safety & Veteran Oasis)	1	ls	$ 43,214.00	$ 43,214.00
3	Decomposd Granite (Public Safety & Veterns Oasis)	10540	sf	$ 0.95	$ 10,013.00
4	Concrete Slab pad (Public Safety & Veteran Oasis)	460	sf	$ 11.50	$ 5,290.00
5	Concrete Sidewalk (Public Safety & Veteran Oasis)	495	sf	$ 10.00	$ 4,950.00
6	4" ABC (Veteran Oasis)	739	sf	$ 3.00	$ 2,217.00
7	Rip Rap (Veteran Oasis)	670	sf	$ 12.00	$ 8,040.00
8	Mobilization / General Conditions	1	ls	$ 3,000.00	$ 3,000.00
				TOTAL:	**$ 90,094.00**
				Textura:	**$ 198.21**

***Unit prices are good till November 1st , 2023.**
***Number of Calendar Days to complet 25**

ELS Construction, Inc.

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DS2201.402 Outside Plant Telecom Remote Buildings (Public Safety)

BID PACKAGE: Furnishings
BID DATE: 10/06/2023 R1
RFI(s): 0
ADDENDUM(S): 0

BID TALLY SHEET

	DESCRIPTION	SUB 1 CXT	SUB 2 NW Management	SUB 3 Sabre	SUB 4 VFP	SELECTED SUB NW Management
				NO BID	**NO BID**	
	BASE BID	$ -	$ -	$ -	$ -	
	Furnishings					
1	Precast Building (11.5x20):	$ 161,440.30	$ 189,250.00			
2	Electrical	X	X			
3	Mechanical (2) Units	X	X			
4	Insulated Walls and Ceilings		X			
5	Doors and Hardware	X	X			
6	Floor Knockouts		X			
7	Fire Extinguiser		X			
8	Fire Rated Telco Board		X			
9	Anti Static Flooring	X	X			
10	Grounding	X	X			
11	Stamped PE Drawings	X	X			
12						
13	IT Racks	w/elect	w/elect			
14						
15	Exterior Electrical Equipment	w/elect	w/elect			
16						
17						
18	Freight	$ 15,049.41	$ 2,000.00			
19	Crane and Setup	$ 25,000.00	$ 25,000.00			
20						
21	** Tech Table **	$ 1,000.00	$ 1,000.00			
22						
	SALES TAX	$ -	$ -	$ -	$ -	
	SUBCONTRACTOR BID	$ -	$ -	$ -	$ -	
	ADD-ONS	$ 202,489.71	$ 217,250.00	$ -	$ -	
	TEXTURA	$ 445.48	$ 477.95	$ -	$ -	
	TOTAL BID	**$ 202,935.19**	**$ 217,727.95**	**$ -**	**$ -**	**$ 217,727.95**

certified WBENC

#1 Tenant Improvement Contractor in Arizona 2016, 2017, 2018 & #1 General Contractor in Arizona 2017, 2018, 2019
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SELECTED SUBCONTRACTOR

NW MANAGEMENT
Modern Skills, Traditional Service

1090 S Gilbert Rd STE 106-187
Gilbert AZ 85296

August 30, 2023

Caliente Construction Inc.

Caliente Construction Inc. - Tempe
Kayla Hauer | +1 406-207-3773 |
khauer@calienteconstruction.com

RE: City of Chandler – Public Safety Site

Quote#: 23-2158

NW Management is pleased to provide you with a proposal to manufacture and supply our **11'5" x 20' RCS** Precast shelters to your **site** in **Chandler, AZ (xxxxx)**. ***We have configured this shelter based on the information and/or specifications submitted to us; however, please review the following scope of work carefully as we are quoting only what is specifically listed in that scope.***

With over thirty years of experience in the precast shelter industry, NW Management will exceed your expectations in quality and service.

In the event that you require additional information or clarification, please contact me at (678) 371-8315. I can also be reached at doug.domas@managenw.com. I look forward to working with you to satisfy your shelter needs.

Sincerely,

Doug Domas

Business Development
NW Management
678-371-8315

Enclosures: Scope of Work, Terms and Conditions, Pricing

DocuSign Envelope ID: E74D1CC5-5C7D-427A-8C16-B9B3368EF432

NW MANAGEMENT
Modern Skills, Traditional Service

Quote#: **23-2158**
Date: 8/30/2023

Price Proposal

Our price in accordance with the stated scope within this proposal

Item	Work Item	QTY	Unit Value	Extended Price	Alternates
1.	Precast Building (11'5" x 20' RCS)	1	$189,250	$189,250	-
2.	Transportation of Building & Materials to: **Chandler, AZ (xxxxx)**	1	$2,000	$2,000	-
3.	Equipment Racks – EIA 19" x 36", 7' tall, 4 post, open rack	4	$2,450	$9,800	
4.	Transformer – 50Kiva, 480 – 120/240V transformer & 150A Disconnect	1	$5,965	$5,965	
	TOTAL		**$**	**$207,015**	**$**

Progress Payment Schedule

- 45% of total contract due upon approved submittal drawings
- 25% of total contract due upon material ordering
- 30% of total contract due at completion, bill and hold

Project Scope:

We have configured the shelter and quoted scope based on the information and/or specifications submitted to NWM; however, please review the following scope of work, Exhibit "A", carefully as we are quoting only what is specifically listed in the attached NW Management scope. Stated scopes of work and shelter specifications are to become part of the Contract or Purchase Order for clarification purposes.

Project Schedule:

We offer the following milestone schedule:

- Design and Engineering — 2-4 weeks
- Building and equipment procurement — 25 to 30 weeks **(after approved drawings)**

Notes:

A. The quoted price DOES NOT include payment and/or performance bonds.

B. Exhibit "A" is to become a part of the contract or purchase order.

C. **Taxes:** Any applicable Federal, State or Local Taxes are not included.

D. **Transportation Pricing:** NW Management reserves the right to amend the quoted freight pricing. In the event of fuel cost escalation, we reserve the right to re-quote freight pricing based on current fuel cost at time of shipment. Refer to Terms and Conditions for further details.

E. Foundation Design is not part of this proposal.

F. Electrical, mechanical & thermal design reside solely on customer. NWM is not responsible for MEP design or issues that may result from customer design.

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NW MANAGEMENT
Modern Skills, Traditional Service

Quote#: **23-2158**
Date: 8/30/2023

Exhibit "A"

A. Building Specification

Item	Scope of Work Item & Description Exhibit "A" is to become part of the Contract or Purchase Order for clarification purposes.	Quantity
	Building Specification	
1.	NW Management Model: (11'5" x 20' – RCS)	1-Lot
2.	Building Dimensions (Exterior): 20'4" Long x 11'5" Wide (11'9" with overhang) x 10'1" High	1-Lot
3.	Building Dimensions (Finished Interior): 19'0" Long x 10'5" Wide x 9'0" High	1-Lot
4.	Weight: 60,000-lbs	1-Lot
5.	Floor Equipment Load: 250 LBS / PSF	1-Lot
6.	Roof Live Load: 65 LBS / PSF	1-Lot
7.	Wind Speed: 110 MPH (When secured to proper foundation)	1-Lot
8.	Concrete Specification: 5000 PSI @ 28 days	1-Lot
9.	Fire Rating: Two Hour Equivalent	1-Lot
10.	Seismic Acceleration: Standard Design 50% g (IBC and ASCE7)	1-Lot
11.	Bullet Resistance: UL752, Level 4 (.30-06 at 15 Ft.) Equivalent	1-Lot
	Engineering - Shelter	
	Structural engineering and drawings will be provided for all items in this Building Scope of Work. The structural drawings will be stamped by a professional engineer registered in the state or province of building placement. Building design by customer.	
	NW Management will receive state or province approval as required. As such, NW Management reserves the right to amend the proposed Scope of Work to comply with any code or regulation required to obtain state approval	
	Local/municipal inspections and approvals, including site inspections, building permits, and zoning approvals are not included. NW Management is not responsible for determining such local requirements.	
	Foundation design is not included in shelter quote	
	Exclusions/Clarifications:	
	• Geotechnical Report	
	• Site Preparation Excluded: Excavate, fill, compact, Level per geotechnical report	
	• Conditional on permit approval and coordination with site contractor	
12.	Finished Wall Surface: Painted textured finish - Desert Tan	1-Lot
13.	Finished Roof: elastomeric coating - white	1-Lot
14.	Walls: R-19, Rigid Board Type with Moisture Barrier	1-Lot
15.	Ceiling: R-19, Rigid Board Type with Moisture Barrier	1-Lot
16.	Walls: .030" NuPoly Laminated to ½" Thick Moisture Board and R-11 insulation, Color: White	1-Lot
17.	Ceiling: .030" NuPoly Laminated to ½" Thick Moisture Board and R-19 insulation, Color: White	1-Lot
18.	Floor: Tile 12" x 12" Anti-Static Floor Tile with 4" Vinyl Cove Base	1-Lot

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NW MANAGEMENT
Modern Skills, Traditional Service

Quote#: **23-2158**
Date: 8/30/2023

Item	Scope of Work Item & Description Exhibit "A" is to become part of the Contract or Purchase Order for clarification purposes.	Quantity
	Doors and Openings	
19.	Door: 4'0" x 7'0", Single Door, 18 Ga. Galvannealed Steel, Primed and Painted	1
20.	Frame: 4'0" x 7'0", 16 Ga. Galvannealed Steel, Primed and Painted	1
21.	Lockset: Mortise Lockset with changeable core with Von Duprin Electric Strike	1
22.	Core: Changeable Lock Core	1
23.	Door Hardware: NRP Stainless steel hinges, anti-pick plate, hydraulic door closer w/hold open arm, brush weather strip, aluminum threshold, door sweep Panic door hardware	1
24.	Door Canopy (shipped loose)	1
25.	Openings: Floor and wall block-outs to be determined by customer, but cannot exceed the structure's design limitations – 12" x 6" floor block out	2
	Power and Electrical 1PH, 120/240v	
26.	Disconnect Switch: Exterior Non-Fused 150A/3W/1P, NEMA 3R	1
27.	Main Distribution Panel: 250A, 120/240 VAC, 1P/42-Space w/Main Breaker (NEMA 1), 42KAIC, Square D QO	1
28.	Transformer: 50Kva, 480 – 120/240V, NEMA 3R (shipped loose) Excluded: pad	1
29.	Surge Suppression: 120/240v 1P SAD/MOV Type II (AC Data #B82XXR)	1
30.	Interior Wall Mounted Duplex Receptacle: NEMA 5-20R	1
31.	Twist lock Receptacles: 20A, duplex, ceiling mounted – 2 above each rack	14
32.	Exterior Wall Mounted GFI Receptacle:	1

Excluded: Security Control Panel, Power supply cabinets, Quadplex RJ-45 data jacks, UPS, Dome PTZ Camera, Fixed domed cameras, CCTV, Fiber Cable Rack & hook system, Access Control System (ACS)

	HVAC/Environmental System	
33.	HVAC Unit: Bard,6T/3P/10kw	2
34.	HVAC Grille: Wall mounted adjustable supply & return grilles	2
35.	HVAC Controller: Lead Lag, Bard (MC4001)- STANDARD	1
	NWM is not responsible or liable for HVAC or ventilation sizing. If required, we can provide at an additional cost	
	Alarms	
36.	25 pair Alarm terminal box with intrusion, smoke, power failure, and high/low temperature	1

DocuSign Envelope ID: E74D1CC5-5C7D-427A-8C16-B9B3368EF432

NW MANAGEMENT
Modern Skills, Traditional Service

Quote#: **23-2158**
Date: 8/30/2023

	Lighting	
37.	**Fixtures (Interior): LED fixtures with acrylic lens cover (bulbs included)**	6
38.	**Fixture (Exterior): LED Fixture mounted on back box with photo-cell/motion sensor control (bulbs included)**	1
39.	**Fixture (Emergency): Exit fixture w/illuminated sign, dual flood lights & battery backup**	1
40.	**Switch: 20A Interior mounted light switch for interior lights**	1
41.	**Switch: 20A Interior mounted light switch for exterior light**	1
	Cable Ladder	
42.	**Cable Ladder: 1.5" x 18" Tubular , Zinc Dichromate with required hardware (anchored into concrete)**	40-LF
	Grounding	
43.	**Ground Bar: 1/4" x 4" x 20" Solid Copper with insulators, mounting hardware, and cad-welded #2 tinned copper ground tail 15' long (Includes 45 degree through wall exit h for wire)**	1
44.	**Grounding Halo: #2 Wire, Stranded Insulated Green, mounted approximately 4" from ceiling around the interior perimeter of building**	1
45.	**Grounding: #6 Wire, stranded copper, green insulated from halo to interior equipment**	1
	Additional Items	
46.	**Fire Extinguisher: 10 lb. CO2 Wall Mounted**	1
47.	**Telco Board: ¾" wall board with Fire retardant paint**	1
48.	~~**Technician Table: wall mounted fold down table**~~ **– Excluded product spec'd not available**	-
49.	**Equipment Racks: EIA 19", 4 post, 36" depth, no doors - Option**	4
50.	**Tie Down Kit: Equipment package with anchors & instructions**	1
51.	**Letter Tray: Wall Mounted Document Holder**	1
52.	**Operation Manual: Includes equipment cut sheets, operational instructions, and drawings.**	1
53.	**Drawings: Complete set of PE Stamped drawings (Soft Copy)**	1
54.	**Documents: Submittal and Approval Package**	?

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NW MANAGEMENT
Modern Skills, Traditional Service

Quote#: **23-2158**
Date: 8/30/2023

NW MANAGEMENT STANDARD TERMS AND CONDITIONS

1. **ENTIRE AGREEMENT:** These terms and conditions, in combination with the terms and conditions attached to SELLER's quote, invoice, purchase order and/or delivery ticket which are incorporated herein by reference (hereinafter collectively referred to as the "Terms"), represent the entire agreement between the parties. Any terms, including those on any PURCHASER purchase order, which are different, conflicting, add to, modify, supersede or otherwise alter the Terms without express written approval signed by an authorized representative of the SELLER are hereby rejected.

2. **PAYMENT TERMS:** If this CONTRACT is accepted, PURCHASER agrees to pay in full the invoice price of all purchases now or hereafter made from SELLER within 30 days. Progress payments shall be submitted on the 25th of each month, projected through the end of the month, without any retention. If the total invoice price is not paid in full on or before the due date, interest will accrue on the unpaid balance at the greater of 5% per month or the maximum rate allowed by the state laws of SELLER's principal place of business, whichever is greater. If the structure still has not shipped 30 days after the scheduled ship date, storage charges of 1% per month for the structure will be assessed. Additional maintenance charges may also be incurred at time of delivery. If PURCHASER should fail to fulfill any of its obligations under this CONTRACT, or if SELLER in good faith deems itself insecure because the prospect for payment is impaired or the prospect of performance of any provision of this CONTRACT is impaired, or if a default occurs for any other reason provided in this CONTRACT, then SELLER, at its option and without notice, may declare the entire unpaid balance owed by PURCHASER under this CONTRACT to be immediately due and payable, or terminate the credit privileges of PURCHASER under the CONTRACT, or both, as well as the right to take repossession and title to the structure if payment is not forthcoming. PURCHASER agrees to pay in full all costs and expenses incurred by SELLER in collecting the amounts owed by PURCHASER under this CONTRACT, including any and all court costs, attorneys' fees and collection costs. Payments received will be applied against items on unpaid invoices in an order and sequence determined by SELLER in its sole discretion. *Checks returned unpaid by your bank are automatically deposited a second time in an effort to clear your payments before they are returned to SELLER. Returned checks regardless of the reason, are subject to a service charge in an amount not to exceed applicable law.* Any applicable Federal, State or Local Taxes are NOT included.

3. **Progress Payment Schedule**

   45% of total contract due upon approved submittal drawings
   25% of total contract due upon material ordering
   30% of total contract due at completion, bill, and hold

4. **CONDITIONS OF SALE:** This proposal is offered for acceptance and shall be valid for thirty (30) days from the date of quote. NW Management will review customer's credit and reserves the right to require special payment terms or reject Purchase Orders due to poor credit history. Executed orders are not subject to cancellation by buyer except by written agreement with the seller. The information contained herein is proprietary and strictly confidential. This Scope of Work and Pricing supersedes all prior offers, both written and verbal.

5. **Materials Price Increase**: In the event that there are significant increases in the prices that Seller pays for materials and supplies for the work to be performed between the date the Agreement is signed and the date that materials are purchased for the work to be performed, Seller shall be entitled to additional compensation from Seller as described herein. A significant increase in price is defined herein as an increase as to any specific items of materials of 3 percent (3%) or more. In such a case, Purchaser shall pay to Seller, on request, all sums by which the cost to Seller for any such items of materials has increased beyond 3%. This would apply, but not be limited to price increases in lumber, plywood, steel, sheet metal, roofing materials, fuel, manufactured products and equipment. Seller is entitled to demonstrate this price increase through the use of quotes, supplier list prices, invoices or receipts, when requested. Seller shall not be responsible for increased prices of materials when caused by delays, shortages or unavailability of materials due to conditions not caused by Seller.

6. **DELIVERY OF MATERIALS:** Logistics and shipping will be arranged and procured by the customer; NW Management will provide a list of approved transportation providers who are familiar with the product and requirements. Delivery to occur on weekdays during normal daylight working hours. Proper site conditions, including clear access roads and a reasonably level surface, so that vehicles, trucks, and cranes can safely maneuver under their own power. All roads, crossings, and load bearing surfaces to be able to accommodate a vehicle with a gross weight of 160,000 pounds. Required turning radius for a 70-foot tractor-trailer and minimum 150-ton crane. No overhead power lines, obstructions or overhanging trees that could block the maneuverability of equipment. NW Management reserves the right to amend the quoted freight pricing. The delivery price quoted is to the indicated location only. Freight pricing will be quoted 30 days prior to deliver. Delivery to occur on weekdays during normal daylight working hours. Proper site conditions, including clear access roads and a reasonably level surface, so that vehicles, trucks, and cranes can safely maneuver under their own power. All roads, crossings, and load bearing surfaces to be able to accommodate a vehicle with a gross weight of 160,000 pounds. Required turning radius for a 70-foot tractor-trailer and minimum 150-ton crane. No overhead power lines, obstructions or overhanging trees that could block the maneuverability of equipment. If for any reason the original routing directions are changed, NW Management reserves the right to revise the charges for additional mileage and fees.

7. **RISK OF LOSS:** When materials are sold "F.O.B. Plant," delivery of materials therefor shall be accomplished at SELLER's plant, and PURCHASER shall bear all risks of loss, damage, injury or liability associated with transportation and placement of materials. When materials are specified to be sold "F.O.B. Job Site," delivery shall be accomplished at agreed upon PURCHASER job site, and PURCHASER bears all risk of loss or damage to the materials once delivered by SELLER. Should PURCHASER be unable to take possession of the structure within 30 days of its manufacture or the delivery date requested by PURCHASER, whichever occurs first, then PURCHASER agrees to take title of the structure by executing a bill of sale for such structure.

8. **SECURITY INTEREST:** PURCHASER hereby grants SELLER a security interest in all products, materials, component and related parts sold hereunder, whether or not the same become fixtures. Should PURCHASER fail to pay all or portions of any amounts due and payable hereunder, breach this CONTRACT or otherwise default, SELLER shall have all rights and remedies as a secured party available to it under law or equity including but not limited to rights of self-help (i.e., without notice) to repossess all or any portion of such materials.

9. **RE-ENGINEERED PRODUCTS:** Unless otherwise agreed to by SELLER in writing, all materials sold by SELLER hereunder are pre-engineered products manufactured in accordance with standard catalog data, and are not intended for unusual or specific CONTRACTs. If PURCHASER requires specially engineered

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materials, PURCHASER must approve in writing all applicable specifications and drawings for such specially engineered materials before SELLER will commence production of the same.

10. **APPROVED DRAWINGS:**
    a. Preliminary Drawings: Preliminary drawings will be furnished within two weeks from receipt of an acceptable executed copy of this quotation contract and a Purchase Order
    b. Customer Approved Drawings: Customer must sign and return approved drawings.
    c. State Approved Drawings: NW Management will submit for state approvals immediately after receipt of Customer Approved Drawings. Please note that NW Management has no control over time lines for state approvals. In the past 12 months, the average time for state approvals has been 4 weeks. The delivery date will be dependent on current production demands after State approval and will be estimated at time of receipt of Purchase Order.
    d. Change Orders: Any change after Customer Approved Drawings will be considered a change order and will jeopardize the delivery date of the structure and be subject to additional charges.

11. **WARRANTY, DISCLAIMER LIMITATIONS ON LIABILITY:**
    a. NW Management provides a limited warranty (available on request) which can be summarized as follows:
        i. Five (5) year structural precast concrete limited warranty
        ii. One (1) year limited warranty for quality and workmanship of any services performed by NW Management
        iii. One (1) year limited warranty for equipment manufactured and/or installed by NW Management
        iv. Warranties on equipment (HVAC, electrical and lighting devices, etc.) not manufactured by NW Management will be passed through NW Management from the manufacturer to the customer
    b. Unless otherwise agreed to in writing by both parties, SELLER warrants only that, for a period of one (1) year after installation, SELLER products or materials sold hereunder shall be free from material defects in workmanship. Any failure by PURCHASER to timely pay any or all amounts due hereunder shall automatically void this express warranty made by SELLER. No agent, employee or representative of SELLER has authority to bind SELLER to any affirmation, representation or warranty concerning any products or materials sold to PURCHASER, unless and until said affirmation, representation or warranty is expressed in writing and signed by an authorized SELLER representation. The description of the goods contained herein is the sole basis for this agreement, and no statements or representations other than those embodied herein have been made or relied upon.

    EXCEPT AS EXPRESSLY PROVIDED HEREIN, SELLER DOES NOT MAKE AND SPECIFICALLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR ARISING BY TRADE USAGE OR COURSE OF DEALING, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY IMPLIED INDEMNITIES. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, AND LOSS OF BUSINESS INFORMATION) ARISING OUT OF THE USE, INABILITY TO USE OR FAILURE OF ANY MATERIALS OR PRODUCTS SOLD HEREUNDER, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY DEFECTS CAUSED BY IMPROPER USE, DESIGN, INSTALLATION OR MAINTENANCE VOICE ANY AND ALL WARRANTIES EXPRESSED OR IMPLIED, AND WHICH OTHERWISE APPLY. IT IS AGREED THAT SELLER SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES WHICH EXCEED THE INVOICE PRICE OF ANY MATERIALS WHICH ARE DETERMINED TO BE DEFECTIVE OR NON-CONFORMING.

12. **LIMITED REMEDY:** For Defective Products/Materials. Should the products or materials sold hereunder breach the limited warranty made by SELLER in Section 7 above, PURCHASER must provide written notice to SELLER of such breach within forty-eight (48) hours of PURCHASER's initial knowledge of said defect. PURCHASER hereby waives and relinquishes all actions and claims for replacement and repair thereof if PURCHASER fails to deliver such written notice within the applicable 48-hour period. Upon SELLER's receipt of timely written notice, SELLER's sole obligation and PURCHASER's exclusive remedy shall be the repair or replacement of the defective products or materials within a commercially reasonable period of time. Under no circumstances shall SELLER be liable for any liability, damages or costs due to delays in the approval, delivery or installation of any SELLER products or materials. PURCHASER understands and agrees that "but for" this limited remedy and SELLER's limitations on liability as stated in Section 7 above, SELLER would not be able to sell its products and materials to PURCHASER at the agreed prices and that the warranty disclaimers, the limitations on liability, and the limited remedy described in this Section 7 constitute an agreed allocation of risk between PURCHASER and SELLER.

13. **INDEMNIFICATION:** PURCHASER agrees to defend, indemnify and hold SELLER harmless from and against all claims, losses, damages, penalties, costs and/or expenses for damage to property of whatsoever kind or nature, or injury to persons arising out of performance under this CONTRACT by PURCHASER, its agents or employees. PURCHASER's duty to indemnify SELLER for liability and/or damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of SELLER and PURCHASER shall apply only to the extent of the negligence of PURCHASER, its agents or employees. PURCHASER's indemnification obligations hereunder shall exclude claims, losses, liabilities, costs or expenses for damage to property of whatsoever kind or nature, or injury to persons arising out of performance under this Agreement from the sole negligence of the SELLER, its agents or employees.

14. **SAFETY:** PURCHASER must provide a safe delivery site and comply with all federal, state and local safety laws, rules, ordinances and other requirements. PURCHASER shall indemnify and hold harmless SELLER, its agents, employees and contractors from, and shall defend any and all actions, claims, suits or proceedings that may subject SELLER to liability arising from PURCHASER's failure or inability to properly handle the products or materials, or provide a safe delivery site. SELLER agrees that, when its employees, agents or contractors deliver the products or materials purchased hereunder, it and they shall comply with all federal, state and local safety requirements.
15. **STOP WORK:** If credit conditions become unsatisfactory at any time prior to SELLER's completion of the work hereunder, PURCHASER shall furnish adequate security upon SELLER's request. To the extent PURCHASER fails to provide adequate security, as determined in SELLER's sole discretion, SELLER may stop work.
16. **PURCHASER's BANKRUPTCY:** Should PURCHASER become bankrupt or insolvent during the terms of this CONTRACT, this CONTRACT shall automatically terminate, provided such termination shall not prejudice SELLER's rights to the amounts then due and owing.

17. **GOVERNING LAW:** PURCHASER acknowledges that all billings, accounts receivable, and credit functions of SELLER are processed either through (i) the division or branch office from which PURCHASER makes purchases on credit pursuant to the credit granted hereunder; (ii) or any member of the SELLER group of affiliated companies; or (iii) any other SELLER related administrative entity. Therefore, in the event of arbitration between SELLER and PURCHASER, the

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Caliente Construction Inc.

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

DS2201.402 Outside Plant Telecom Remote Buildings (Public Safety)

BID PACKAGE: Electrical
BID DATE: 10/06/2023 R1
RFI(s): 0
ADDENDUM(S): 0

BID TALLY SHEET

	DESCRIPTION	BUDGET *Caliente* UNIT	QTY	COST/UNIT	COST	SUB 1 DP Electric	SUB 2 Aspen	SUB 3 AJP	SUB 4 Jenco	SELECTED SUB DP Electric
							INCOMPLETE	**NO BID**		
	BASE BID					**$ 251,738.00**			**$ 328,203.00**	
	Electrical									
1	Provide & Install Conduit/Wire		0	$ -	$ -	X			X	
2	Provide & Install SMFO Cable		0	$ -	$ -	X			X	
3	Provide & Install Conduit w/ Tracer wire and Mule tape		0	$ -	$ -	X			X	
4	Provide & Install No. 9 Split Pull Box		0	$ -	$ -	X			X	
5	Provide & Install No. 7 Pull Box		0	$ -	$ -	X			X	
6			0	$ -	$ -					
7	Provide & Install Disconnect		0	$ -	$ -	X			X	
8	Provide & Install EMT for Connection from Existing MCC-LV to Building		0	$ -	$ -	X			X	
9	Provide & Install Grounding Ring		0	$ -	$ -	x			x	
10	Trenching (Shared for Electrical and SMFO)		0	$ -	$ -	X			X	
11	Slurry Backfill as Req'd		0	$ -	$ -	X			?	
12	Hand Dig as Req'd		0	$ -	$ -	X			X	
13	Clean Fill, Conduit Stands, and Compaction		0	$ -	$ -	X			X	
14	Furnish & Install Transformer		0	$ -	$ -	X			X	
15	Provide & Install (4) Data Racks and (4) vertical Wire Managers		0	$ -	$ -	X			X	
16	Provide & Install up to 500 LF of CAT 6		0	$ -	$ -	X			X	
17	Provide & Install (2) 48 Port Patch Panels		0	$ -	$ -	X			X	
18	Sawcut & Patchback (based on 175 LF)		0	$ -	$ -	X			NIC	
19	Scan and Coring		0	$ -	$ -	X			?	
20	Crane/Lift for Vault Placement		0	$ -	$ -	X			X	
21			0	$ -	$ -					
22	Background Check		0	$ -	$ -	X			?	
23			0	$ -	$ -					
24	Breaker for Exsting MCC-LV (150A)		0	$ -	$ -	X			?	
25			0	$ -	$ -					
	SALES TAX					$ -	$ -	$ -	$ -	
	SUBCONTRACTOR BID					$ 251,738.00	$ -	$ -	$ 328,203.00	
	ADD-ONS					$ -	$ -	$ -	$ -	
	TEXTURA					$ 530.00	$ -	$ -	$ 722.05	
	TOTAL BID				**$ -**	**$ 252,268.00**	**$ -**	**$ -**	**$ 328,925.05**	**$ 252,268.00**

certified WBENC

#1 Tenant Improvement Contractor in Arizona 2016, 2017, 2018 & #1 General Contractor in Arizona 2017, 2018, 2019
2018 Tampa Business Excellence Award Winner
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ID RCE-28529 . NM 85371 . CO 233580 . MT 109537 . OR 219626 . WA 604-150-596

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

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DP ELECTRIC INC

September 7, 2023
Project: CAC JOC OSP Telco Buildings

Caliente Construction Inc
Attn: Kayla Hauer, Justin Miller

DP Electric Inc. is pleased to provide you with a Proposal for the above referenced project. This proposal is based on customer provided information including drawings S003, E002, 050, 051, 052, 053, 054, 055, 056, 057, 300, 301, 302, 310, 311, 400, 401, 402, 403, 410, 411.

Electrical Public Safety……..$247,643.00
Add Alt 250A Panel……...$3,200.00
Add Alt Cable Tray/Ladder……..$4,095.00
Add Alt Sales Tax……..$4,540.00
Textura……..$530.00

Electrical Veterans Oasis……$324,119.00
Add Alt 250A Panel……..$3,200.00
Add Alt Cable Tray/Ladder……..$4,095.00
Add Alt Sales Tax……..$4,152.00
Textura……..$700.00

Public Safety Qualification Notes:

1. Provide and installation of 400LF of 2" PVC with (2) 1/0, (1) #6 wire.
2. Provide and installation of 515LF of 144 SMFO cable in (1) 2" black PVC with #12 tracer wire and 2500LB Mule tape.
3. Provide and installation of 515LF (3) of 2" grey PVC with #12 tracer wire and 2500LB Mule tape.
4. Provide and installation of (1) No.9 split pull box intercepting existing city fiber optic conduits per detail C-103-3.
5. Provide and installation of new splice closure and splice new 144 SMFO cable to existing SMFO cables per city provided splice details.
6. Provide and installation of (1) No. 7 pull box per detail C-103-1.
7. Provide and installation of 100' of SMFO cable slack per each cable entrance in No.9 pull box.
8. Provide and installation of 50 'of SMFO cable slack in, per cable, in No.7 pull box.
9. Provide and installation of 400LF (2) 2" PVC (1- grey, 1- black) per detail C-104.
10. Provide and installation of up to 50' of 2" EMT with (2) 1/0, (1) #6 wire from outside building to "MCC-LV" inside building.
11. Proposal includes $1,750.00 breaker allowance for unknown 150A breaker type in "MCC-LV".
12. Provide and installation of grounding ring for Fiber Hut per note #2 sheet E056.
13. Proposal includes shared trenching for all underground conduits.
14. Proposal includes scan and core holes for feed from building.
15. Proposal includes slurry for trench related to sheet E054, detail C-104.
16. Proposal includes 6" clean fill, compacted per note 1 on sheet E002 and conduit stands in trenches.
17. Proposal includes a backhoe and trench shoring for vault locations.
18. Provide and installation of (4) data racks and (4) vertical wire managers per sheet E056
19. Proposal includes 500' of CAT6 cable and (2) 48 port patch panel.
20. Proposal includes up to 175' of saw cut and patch back.
21. Proposal includes hand dig.
22. Proposal includes crane for vault installation.
23. Proposal includes manhours for background check.
24. All work performed per the NFPA 70E.
25. This proposal is valid for (30-days) only. (see material escalation note at the end of this proposal)

Public Safety Add Alt 250v panel:

- Provide and installation of 250A 120/240v panel per sheet E310, 311.

Public Safety Cable/Ladder tray:

- Provide and installation cable/ladder tray per sheet E-056.

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DP ELECTRIC INC

September 7, 2023
Project: CAC JOC OSP Telco Buildings

Veterans Oasis Qualification Notes:

1. Provide and installation of 115LF of 144 SMFO cable in (1) 2" black PVC with #12 tracer wire and 2500LB Mule tape.
2. Provide and installation of 715LF (3) of 2" grey PVC with #12 tracer wire and 2500LB Mule tape.
3. Provide and installation of 2145LF #12 tracer wire and 2500LB Mule tape in existing conduits per note #5&6 on sheet E401.
4. Provide and installation of (1) No.9 pull box per detail C-103-2.
5. Provide and installation of new splice closure and splice new 144 SMFO cable to existing SMFO cables per city provided splice details.
6. Provide and installation of 100' of SMFO cable slack per each cable entrance in No.9 pull box.
7. Remove (1) No.7 pull box and replace with (1) No. 9 pull box detail C-103-2.
8. Remove (1) No.7 pull box and replace with (1) No. 9 split pull box detail C-103-2.
9. Provide and installation of 405LF of 2" PVC with (2) 1/0, (1) #6 wire.
10. Provide and installation of 495LF of 144 SMFO cable in (1) 2" black PVC with #12 tracer wire and 2500LB Mule tape.
11. Provide and installation of (1) electrical pull box No.7 per detail #2 on sheet E050.
12. Proposal includes $1,750.00 breaker allowance for unknown 150A breaker type in distribution "HA".
13. Provide and installation of up to 50' of 2" EMT with (2) 1/0, (1) #6 wire from outside to distribution "HA" inside building.
14. Provide and installation of grounding ring for Fiber Hut per note #2 sheet E056.
15. Proposal includes shared trenching for all underground conduits.
16. Proposal includes slurry for trench related to sheet E054, detail C-104.
17. Proposal include hand dig.
18. Proposal includes 6" clean full, conduit stands in trenches and compacted per note 1 on sheet E002.
19. Proposal includes a backhoe and trench shoring for vault locations.
20. Provide and installation of (4) data racks and (4) vertical wire managers per sheet E056.
21. Proposal includes 500' of CAT6 cable and (2) 48 port patch panel.
22. Proposal includes up to 125' of saw cut and patch back.
23. Proposal includes scan and core holes for feed from building.
24. Proposal includes crane for vault installation.
25. Proposal includes manhours for background check.
26. All work performed per the NFPA 70E.
27. This proposal is valid for (30-days) only. (see material escalation note at the end of this proposal)

Veterans Oasis Add Alt 250v panel:

- Provide and installation of 250A 120/240v panel per sheet E410, 411.

Veterans Oasis Cable/Ladder tray:

- Provide and installation cable/ladder tray per sheet E-056.

Exclusions:

1. Hard dig or HydroVac.
2. Replacement/ repair of landscaping and irrigation.
3. Disposal of excess trench spoils.
4. Any existing conditions/code violations.
5. Overtime or afterhours work.
6. Dry utilities/ AV/Security/CCTV/Sound Masking/PA/Fire Alarm.
7. Proposal excludes temporary power (is available upon request).
8. All formed concrete, equipment pads/ Roof jacks & roof patch. Traffic Controlling.
9. Engineering/fees, permits/fees, special inspection fees, utility fees.
10. Lightning Protection & Counterpoise Grounding Loop.
11. All coordination or load studies.

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DP ELECTRIC INC

September 7, 2023
Project: CAC JOC OSP Telco Buildings

Insurance, Warranty & Spares:

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

Material Escalation:

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

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

DP ELECTRIC INC

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

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Caliente Construction Inc.

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

DS2201.402 Outside Plant Telecom Remote Buildings (Public Safety)

BID PACKAGE: Security/Safety Systems
BID DATE: 10/06/2023 R1
RFI(s): 0
ADDENDUM(S): 0

BID TALLY SHEET

		BUDGET				SUB 1	SUB 2	SUB 3	SUB 4	SELECTED SUB
		Caliente				APL	Premise One	Signal One	Division 27	APL
	DESCRIPTION	UNIT	QTY	COST/UNIT	COST					
							NO BID	**NO BID**	**NO BID**	
	BASE BID					$ 27,964.16	$ -	$ -	$ -	
	Security/Safety Systems									
1			0	$ -	$ -					
2	**Access Control**		0	$ -	$ -					
3	Furnish & Install Enclosure Panel		0	$ -	$ -	X				
4	Furnsih & Install Conduit to Entry Door		0	$ -	$ -	X				
5	Furnish & Install Card Reader, Contact, REX, and Strike in Existing Door		0	$ -	$ -	X				
6	Furnish & Install wire		0	$ -	$ -	X				
7	Terminate Wires		0	$ -	$ -	X				
8	Programming and Testing		0	$ -	$ -	X				
9			0	$ -	$ -					
10	**CCTV**		0	$ -	$ -					
11	Furnish & Install PTZ and Dome Camera		0	$ -	$ -	X				
12	Furnish & Install Conduit to Cable Rack		0	$ -	$ -	X				
13	Install NVR, POE, and UPS/Patch Panels		0	$ -	$ -	X				
14	Run Cat 6 wiring		0	$ -	$ -	X				
15	Terminate Wires		0	$ -	$ -	X				
16	Programming and Testing		0	$ -	$ -	X				
17			0	$ -	$ -					
18	Background Checks		0	$ -	$ -	X				
19			0	$ -	$ -					
20			0	$ -	$ -					
	SALES TAX					$ -	$ -	$ -	$ -	
	SUBCONTRACTOR BID					$ 27,964.16	$ -	$ -	$ -	
	ADD-ONS					$ -	$ -	$ -	$ -	
	TEXTURA					$ 61.52	$ -	$ -	$ -	
	TOTAL BID				**$ -**	**$ 28,025.68**	**$ -**	**$ -**	**$ -**	**$ 28,025.68**

certified WBENC

#1 Tenant Improvement Contractor in Arizona 2016, 2017, 2018 & #1 General Contractor in Arizona 2017, 2018, 2019
2018 Tampa Business Excellence Award Winner
495 W. Vaughn Street, Tampa, AZ 85283 / Phone: (480) 894-5500 / Fax: (480) 545-4971
AZ ROC339162 . AZ ROC098789 . AZ ROC184551 . CA 770323 . UT 4741522-550
ID RCE-28529 . NM 85371 . CO 233580 . MT 109537 . OR 219626 . WA 604-150-586

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

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SELECTED SUBCONTRACTOR

APL Access & Security, Inc.

CARD ACCESS * BIOMETRICS * IP VIDEO SURVEILLANCE * INTRUSION DETECTION * ID BADGING
GATE ACCESS SYSTEMS * ELECTROMECHANICAL DOOR HARDWARE

Proposal:	**13424**
Revision:	**1**
Change Order:	**0**
Modified:	**09/13/23**

Proposal For:
Kayla Hauer
Caliente Construction, Inc.
485 W. Vaughn St.
Tempe, AZ 85283

khauer@calienteconstruction.com

Prepared By:
Ron Page
APL Access & Security, Inc.
115 South William Dillard Drive
Gilbert, Arizona 85233
1-480-497-9471
rpage@aplsecurity.com

Caliente Construction, Inc.

Access Control and CCTV add to the Public Safety Fiber Bldg

3550 S Dobson Rd
Chandler, AZ 85248

CHANDLER arizona

Diversity, Equity & Inclusion

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

Proposal:	**13424**
Revision:	**1**
Change Order:	**0**
Modified:	**09/13/23**

Access Control and CCTV add to the Public Safety Fiber Bldg

This proposal covers the labor and materials to add access control to the COC Public Safety Fiber Site. APL will:

Access Control

1) Install the new eclosure on fire treated backer board
2) Run Conduit to the entry door
3) Install reader, contact, REX and strike on the door
4) Run wire from the door to the enclosure
5) Terminate all wires at the door and at the enclosure
6) Program the new door into the COC's Lenel software
7) Test the door for proper operation

CCTV

1) Install PTZ and dome camera per supplied customer drawings
2) Run conduit from the camera locations to the nearest cable rack
3) Install NVR, POE Plus switch, UPS and patch panels in the customer rack
4) Run cat 6 from the rack equipment to the 2 new cameras
5) Terminate wires at the camera and the rack
6) Program IP addresses in the new cameras
7) Program the new cameras into the NVR
8) Tie the NVR into the customer supplied open network port
9) Assist COC with connection and testing of the NVR and cameras

Supplied by others

1) IP address for the new controller panel, NVR and 2 cameras
2) Open network port for the new controller and NVR
3) 110vac for the new power supply and UPS
4) Wall space for the new enclosure
5) Rack space for the CCTV equipment
6) Bonding is excluded in this proposal

Veteran's Oasis Site — $27,964.16

Access Control		Unit Price	Ext. Price
1	LNL-AL400ULX Power Supply	$418.60	$418.60
1	LNL-X2210 Door Controller	$1,020.60	$1,020.60
1	4500C-630 Electric Strike	$442.09	$442.09
1	920PTNNEK00000-L001 Card Reader RP40 SE	$322.00	$322.00

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

Proposal: 13424
Revision: 1
Change Order: 0
Modified: 09/13/23

1	679-05HM Door Position Switch	$83.76	$83.76
1	DS160 Request To Exit	$136.09	$136.09
1	TP160 Trim Plate	$2.16	$2.16
1	PS-12120-F2 Battery	$30.95	$30.95
1	1lot Lot:All necessary cable, conduit, fasteners, connectors, mounting hardware, cam-locks, and misc consumables	$600.00	$600.00
	Labor	$2,720.00	$2,720.00

CCTV		Unit Price	Ext. Price
1	IP04-20T-F2A Network Video Recorder, 2U, 4 IP Channels, Windows 10, HDMI, DVI-I, DisplayPort, 20 TB	$9,805.25	$9,805.25
1	NSS-G24D2P24 24 10/100/1000Mbps Port Gigabit L2 Managed PoE+ Switch, 240W; 2 Dedicated SFP Gigabit Slots, 52Gbps, Web/CLI, 12-Outlet 120V PDU	$1,412.56	$1,412.56
1	M4800-1U-GS - patch panel - 1U - 19" Patch panel	$181.39	$181.39
1	EXR1500RT2U UPS AVR 1.5kVA/1350W 2U Rack/Wall/Twr Ext Runtime LCD	$1,144.88	$1,144.88
1	01752-004 Q6075-E 60 Hz 2MP Outdoor PTZ IP Security Camera with 40x Optical Zoom	$3,316.15	$3,316.15
1	02328-001 P3265-Lve Fixed Dome Camera HDTV 1080p Stream	$752.89	$752.89
1	5502-431 Mount- Pendant	$59.30	$59.30

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

Proposal: 13424
Revision: 1
Change Order: 0
Modified: 09/13/23

1	5507-461 Mount- Ceiling	$129.67	$129.67
1	1lot Lot:All necessary cable, fasteners, connectors, mounting hardware, cam-locks, and misc consumables	$350.00	$350.00
	Labor	$2,720.00	$2,720.00

Misc		Unit Price	Ext. Price
1	DPS fingerprint cards and background checks 2 technicians	$300.00	$300.00
	Project Management	$648.71	$648.71
	Submittals - Shop Drawings - Close Out Documents	$800.00	$800.00
	Administration Fee	$259.48	$259.48
	Shipping & Handling Product shipping and handling charges	$307.63	$307.63

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

Proposal:	**13424**
Revision:	**1**
Change Order:	**0**
Modified:	**09/13/23**

Financial Summary

Equipment:		$20,508.34
Shipping & Handling		$307.63
APL PM Fee		$648.71
APL Labor		$5,440.00
Adminstration Fee		$259.48
Submittals,Shop Drawings & Close Out Documents		$800.00
Sales Tax:	7.80%	$1,599.65
Grand Total:		**$29,563.81**

WARRANTY: APL Access & Security, Inc. warranties all material and labor furnished for a period of one year from date of acceptance of project by Owner's representative. Warranty becomes void if serviced by an alternative company. Various preventative maintenance and extended warranty programs are available. Warranty does not include: vandalism, abuse, acts of nature, or other damage caused by guests, employees, contractors, or vendors. Routine warranty service response shall be from 8:00AM to 5:00PM Monday through Friday excluding holidays. After hour service rates shall be billed at current after hour/emergency rates.

COMPLETION AND PARTIAL COMPLETION WORK: At any time during the installation of this project, if APL Access & Security, Inc. completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, APL Access & Security, Inc. may request the Owner to make final inspection of that unit. If the Owner finds upon inspection that the work has been satisfactorily completed in compliance with the Contract, it will be considered completed. Progress payment schedule shall apply to all completed work.

The completed system shall be tested in the presence of the owner's representative. Test forms shall document the results of the test and be signed by both parties. When the final system acceptance test has been satisfactorily completed, the owner shall sign a Letter of Completion issued by APL Access & Security, Inc. APL Access & Security, Inc. shall record the notice of completion as the start of the 1-year warranty period. Owner's decision to use or not use the system at this time does not affect the warranty period.

NOTE: APL has its own door and hardware technicians and can provide door hardware and installation if requested, which will be provided on a separate proposal.

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

Proposal:	**13424**
Revision:	**1**
Change Order:	**0**
Modified:	**09/13/23**

Proposal Summary

Project: **Access Control and CCTV add to the Public Safety Fiber Bldg**
Total Cost: **$29,563.81**

PAYMENT TERMS:

APL Access & Security, Inc. reserves the right to require the client to complete a Credit Application before any contract can be executed. Upon approval of credit status, the client shall follow the terms stated below.

APL Access & Security, Inc. reserves the right to require a down payment of 50% of the contract amount to order required materials and equipment prior to start of the project. Upon receipt of down payment and a signed purchase order, a Project Manager will contact the client to schedule the project. The invoice of the remaining contract amount shall be issued at the time of completion and acceptance by the owner with payment due 30 Day NET.

APL Access & Security, Inc. reserves the right to require progress billing as necessary for a project. All sums paid shall be sent to APL Access & Security, Inc. 115 South William Dillard Drive, Gilbert, Arizona 85233. APL Access & Security, Inc. reserves the right to charge interest for any invoice over 45 days old. The interest rate charged will be the full amount allowed by law.

Terms: 30 Day NET. Prices are good for 15 days. All above equipment is property of APL until final payment has been rendered. In the event of non-payment, APL has the right to exercise any reasonable legal actions arising from such non-payment.

The proposal provided represents our interpretation of the requirements of this project. Please feel free to contact us at the number below should you need clarification or if you simply have a question, as we are prepared to meet with you at your convenience.

We look forward to the opportunity to serve your business. Thank you in advance for your time and consideration. APL Access & Security, Inc.

Client: **Kayla Hauer**
Caliente Construction, Inc.

Date

Ron Page

09/13/2023

Contractor: Ron Page
APL Access & Security, Inc.
ROC CR-67 # 202588

Date

DocuSign Envelope ID: E74D1CC5-5C7D-427A-8C16-B9B3368EF432

Caliente Construction Inc.

B230049

COC JOC Outside Plant Fiber Telecommunications Buildings

Name	Email	Phone	Cell	Status	Base Bid
030000 : Concrete		**Lead: Kayla Hauer**		**Bids Due: Sep 1, 2023 at 5:00 PM MST**	
ELS Construction, Inc.		**+1 602-243-1106**		**Bid Submitted**	**$90,094**
Glynn Thompson	glynnt@evergreenaz.com	+1 602-243-1106	+1 602-376-7058	Invited	
John Lupoe	jlupoe@evergreenaz.com	+1 602-243-1106	--	Viewed	
steve hitchcock	shitchcock@evergreenaz.com	+1 602-243-1106	--	Invited	
Golden Canyon Concrete LLC		**--**		**Not Bidding**	**--**
Jose Avila	jose.avila@goldencanyonconcrete.com	+1 602-460-6974	--	Invited	
Heywood Builders, Inc.		**--**		**Bid Submitted**	**$73,084**
Keith Heywood	estimating@heywoodbuilders.com	+1 480-964-2980	--	Viewed	
Liberty Arizona Concrete Construction		**+1 480-898-9005**		**Not Bidding**	**--**
Todd Sarager	todd@azliberty.com	+1 480-898-9005	--	Viewed	
Miko LLc		**+1 602-888-2826**		**Not Bidding**	**--**
Mikko Pasanen	info@mikollc.com	+1 602-888-2826	+1 602-315-3705	Viewed	
Teemu Raisanen	teemu@mikollc.com	+1 602-540-3207	--	Viewed	
todd raisanen	todd@mikollc.com	+1 480-369-3761	--	Invited	
130000: Special Construction		**Lead: Kayla Hauer**		**Bids Due: Sep 1, 2023 at 5:00 PM MST**	

CXT, Inc.		--		Not Bidding	--
--	info@cxtinc.com	--	--	Invited	
Eric Kuester	ekuester@cxtinc.com	+1 509-921-8766	--	Invited	
L. B. Foster Company		--		Bid Submitted	$176,490
Eric kuester	ekuester@lbfoster.com	+1 800-696-5766	--	Viewed	
NW Management		+1 916-620-0016		Bid Submitted	$414,030
Dan Rysavy	dan.rysavy@managenw.com	+1 916-620-0016	--	Invited	
Doug Domas	doug.domas@managenw.com	+1 678-371-8315	--	Viewed	
Pacific Power Reps PPR		--		Not Bidding	--
jeff sims	jeffs@ppreps.com	+1 480-280-5068	--	Viewed	
Sabre Industries		--		Not Bidding	--
jeff sims	jsims@sabreindustries.com	+1 480-280-5068	--	Invited	
VFP Inc.		+1 540-977-0500		Not Bidding	--
Bryan Cox	bcox@vfpinc.com	+1 540-977-0500	--	Viewed	
Pete File	pfile@vfpinc.com	+1 540-977-0500	--	Viewed	
Tim Handy	thandy@vfpinc.com	+1 540-520-4110	--	Invited	

260000 : Electrical

Lead: Kayla Hauer — Bids Due: Sep 1, 2023 at 5:00 PM MST

AJP Electric, Inc.		+1 602-944-5477		Not Bidding	--
Tom Hawkes	tom.hawkes@ajpelectric.com	+1 602-944-5477	+1 602-451-5615	Invited	
Aspen Electric LLC		--		Not Bidding	--
Raul Dayao (vendor)	rdayao@aspentechaz.net	+1 602-525-3187	--	Viewed	
Taimoor Nasir	tnasir@aspenelectricaz.com	+1 260-418-7983	--	Viewed	
William Alms (vendor)	walms@aspentechaz.com	+1 480-315-1700	--	Viewed	

Aspen Technologies		**+1 480-315-1700**		**Bid Submitted**	**$142,008**
Raul Dayao	rdayao@aspentechaz.net	+1 602-525-3187	--	Viewed	
Taimoor Nasir (vendor)	tnasir@aspenelectricaz.com	+1 260-418-7983	--	Viewed	
D. P. Electric, Inc.		**+1 480-858-9070**		**Bid Submitted**	**$561,840**
Albert Kachekian	albert@dpelectric.com	+1 480-858-9070	--	Invited	
Bryan Adams	bryan.adams@dpelectric.com	+1 480-858-9070	--	Invited	
Casey Kotzenmacher	casey.kotzenmacher@dpelectric.com	+1 480-937-1821	--	Invited	
Chris Bell	chris.bell@dpelectric.com	+1 480-858-9070	--	Invited	
Jason Knez	jason.knez@dpelectric.com	+1 602-757-0225	--	Invited	
alan partida	alan.partida@dpelectric.com	--	--	Viewed	
james clark	james.clark@dpelectric.com	+1 480-622-1216	--	Invited	
Jenco, Inc.		**+1 480-607-9797**		**Bidding**	**--**
Jeffery Nihart	jnihart@jencoinc.com	+1 269-244-0199	--	Invited	
Kris Geltch	kgeltch@jencoinc.com	+1 602-540-4345	--	Invited	
Ray Massa	rmassa@jencoinc.com	+1 480-721-6701	--	Viewed	

270000: Data & Telecommunications		Lead: Kayla Hauer		Bids Due: Sep 1, 2023 at 5:00 PM MST	
APL Access & Security, Inc.		**+1 480-497-9471**		**Bid Submitted**	**$59,128**
Corey Morris	cmorris@aplsecurity.com	+1 520-294-9471	--	Invited	
Enrique Olivares	enrique@aplsecurity.com	+1 480-497-9471	--	Viewed	
Ronald Page	rpage@aplsecurity.com	+1 480-497-9471 ext. 214	--	Viewed	
Division 27 Telecommunications, Inc.		**--**		**Not Bidding**	**--**
Rick Christopher	estimating@cabling.info	(602) 339-2626	--	Viewed	
Tanya Caspers	tcaspers@cabling.info	--	--	Invited	
Integrity Special Systems		**+1 480-454-8882**		**Not Bidding**	**--**
Joey ZOZAYA	joez@integrityspecialsystems.com	+1 602-615-7890	--	Invited	

Intelligrated Communications Inc.		--		Not Bidding	--
David Moran	bobf@ici-az.net	+1 623-243-3900 ext. 1005	--	Invited	
Mat Amerman	mat@ici-az.com	+1 623-243-3900	--	Invited	
Mikah Dossie	mikah@ici-az.com	--	--	Invited	
Rick Armstrong	rick@ici-az.com	+1 623-243-3900	--	Invited	
Rick Armstrong	projects@ici-az.com	--	--	Invited	
shane mofford	shane@ici-az.net	+1 623-252-8535	--	Invited	
Lightspeed Networks LLC		--		Bid Submitted	$104,540
Kris Brandstatter	kris@lightspeedaz.com	+1 480-244-6742	--	Viewed	
Moria Carter	moria@lightspeedaz.com	+1 541-645-5555	--	Viewed	
Premise One, LLC		+1 480-222-5100		Not Bidding	--
Ashley Everett	aeverett@premiseone.net	+1 480-222-5109	--	Invited	
Ivy Davis	idavis@premiseone.net	--	--	Viewed	
Mike Anderson	manderson@premiseone.net	--	--	Viewed	
Signal One Fire and Communication		--		Not Bidding	--
John Henze	john.henze@signalonefire.us	+1 480-752-1777	--	Viewed	
Jon Bishop	jb@j2p.us	+1 480-272-5515	--	Invited	

329000: Landscape	Lead: Kayla Hauer	Bids Due: Sep 1, 2023 at 5:00 PM MST

ELS Construction, Inc.		+1 602-243-1106		Bidding	--
John Lupoe	jlupoe@evergreenaz.com	+1 602-243-1106	--	Viewed	
steve hitchcock	shitchcock@evergreenaz.com	+1 602-243-1106	--	Viewed	
Jack Reed Enterprises, Inc.		--		Not Bidding	--
Melissa Reed	reedlandscape@yahoo.com	+1 602-885-2105	--	Viewed	

Westar Environmental		--		Not Bidding	--
MIKE FITZ	mfitz@westarenvironmental.com	+1 602-722-6385	--	Viewed	

Prepared on Sep 29, 2023 at 2:09 PM MST

BUILDINGCONNECTED

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 23-045

Date: November 06, 2023
To: Mayor and Council
Thru: Josh H. Wright, City Manager
Andy Bass, Deputy City Manager
Micah Miranda, Acting Development Services Director
From: Darsy Omer, Associate Planner
Subject: PLH23-0043 Pizza Hut
Request: Use Permit approval for a Series 7 Beer and Wine Bar License
Location: 1000 N. Arizona Avenue, at the northwest corner of Arizona Avenue and Ray Road
Applicant: Theresa Morse, Avant Garde Alcohol Training

Proposed Motion:

Move City Council approve Use Permit, PLH23-0043 Pizza Hut, subject to the conditions recommended by Planning and Zoning Commission.

Background Data:

- Zoned Regional Commercial District (C-3)
- Historically, this Pizza Hut has operated with a Series 12 Restaurant license, but is now requesting a Series 7 Beer and Wine Bar license.

Surrounding Land Use Data:

North	C-3 (Regional Commercial)	South	Ray Road
East	Arizona Avenue	West	C-3 (Regional Commercial)

Proposed Development:

Size of Restaurant	2,584 sq ft.
Hours of Operation	Sunday-Thursday: 10:00am-12:00am Friday-Saturday: 10:00am-1:00am

# of Employees	Approximately 20 employees

Review and Recommendation:

The establishment's primary purpose is to sell and serve food. The applicant is requesting a Series 7 Beer and Wine Bar license to sell alcohol to complement the food, but will not operate as a bar. No entertainment will be provided on site. The state requires a 300-foot distance requirement from a school for a Series 7 Beer and Wine Bar License. The nearest school (New Vistas Center for Education) is approximately 2,112 feet from the restaurant. Planning staff has reviewed the request and finds it to be consistent with the General Plan and recommends approval of the Use Permit to allow for a Series 7 Beer and Wine Bar license subject to conditions.

Public / Neighborhood Notification

- The request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting was held on September, 12th, 2023. One resident attended the meeting and was concerned about people crossing the street intoxicated.
- 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 October 18th, 2023
Motion to Approve

In Favor: 5 Opposed: 0 Absent:(2)

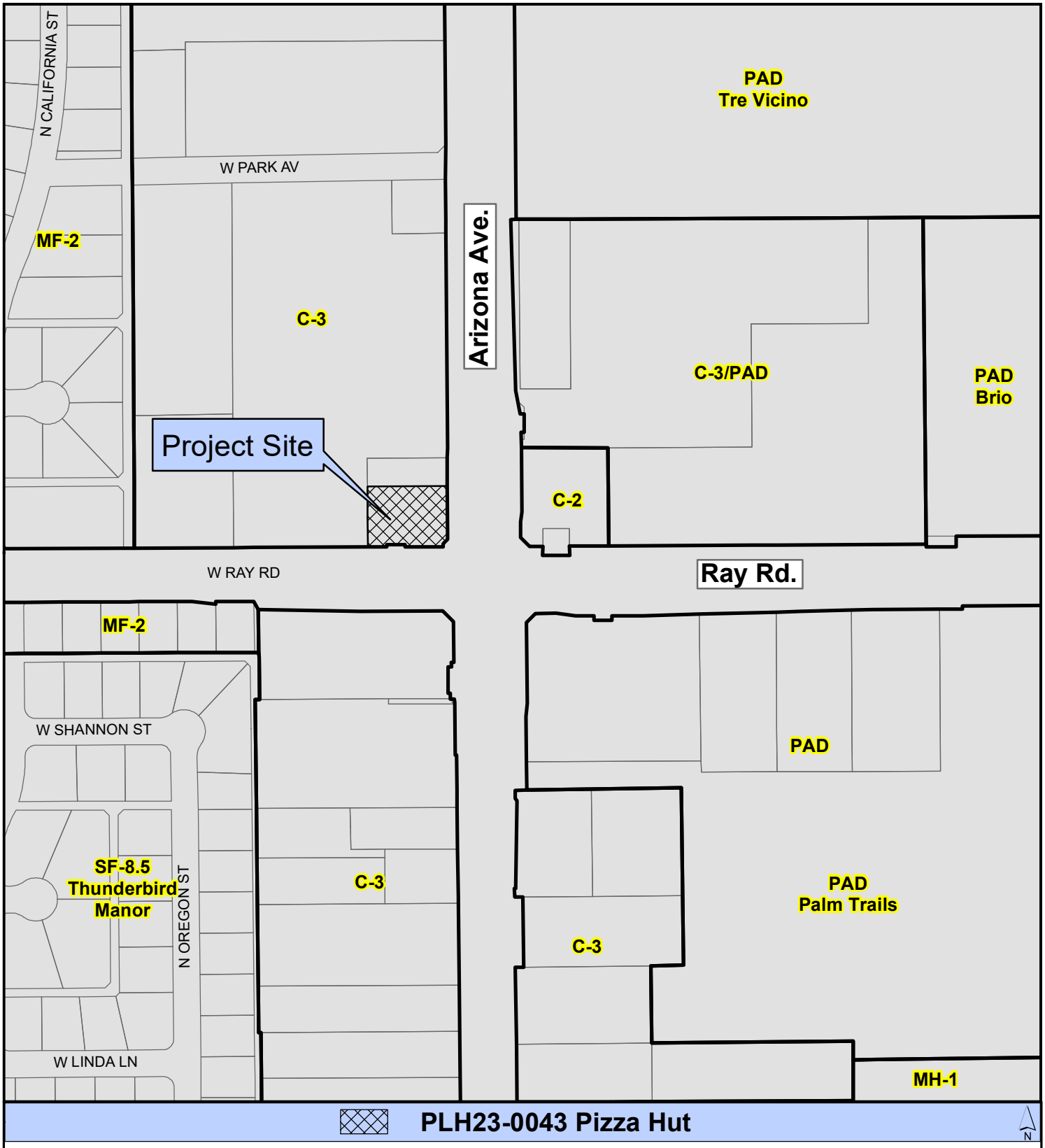
Recommended Conditions of Approval

Planning staff recommends City Council approve the Use Permit, subject to the following conditions:

1. Substantial expansion or modification beyond the approved exhibits (Exhibits 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 or any new owner.
3. The site shall be maintained in a clean and orderly manner.
4. This Use Permit approval is solely for a Series 7 Beer and Wine Bar license.
5. The Use Permit shall remain in effect for two (2) 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

Attachments

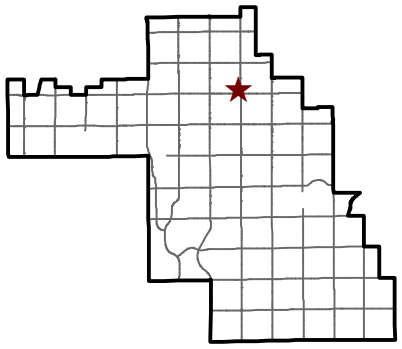
Vicinity Maps
Narrative
Exhibits



PLH23-0043 Pizza Hut

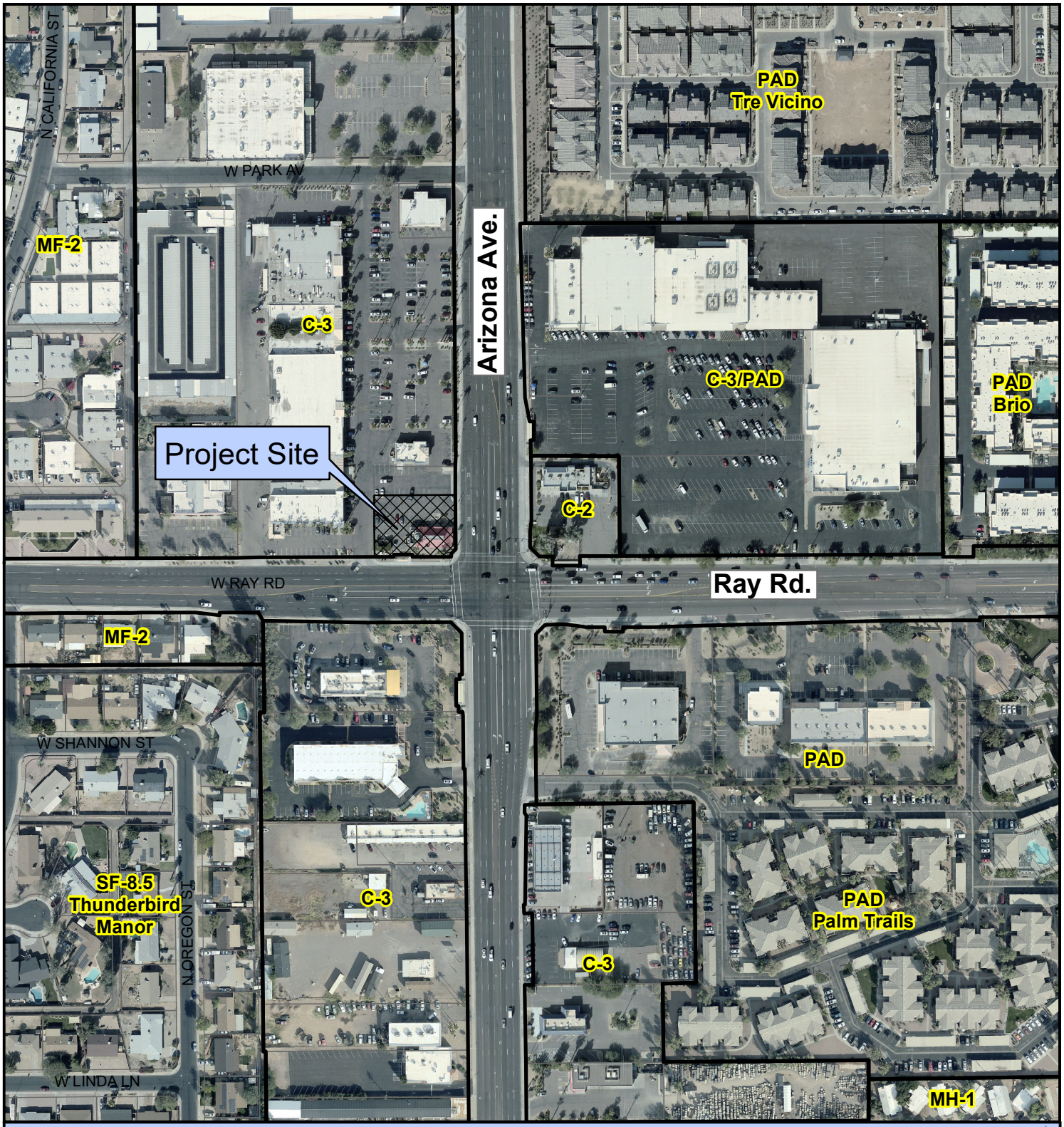
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Proposed Project Details
1000 N. Arizona Ave.
Use Permit approval for a series 7 beer and wine bar license



CHANDLER arizona

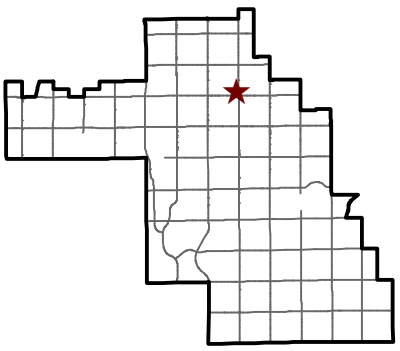
City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning



PLH23-0043 Pizza Hut

N

Proposed Project Details
1000 N. Arizona Ave.
Use Permit approval for a series 7 beer and wine bar license



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

PIZZA HUT #35851

1000 N ARIZONA AVENUE CHANDLER AZ 85225

PROJECT NARRATIVE

For its Project Narrative, in accordance with the requirements of the City of Chandler Liquor Use Permit Application, HOT PIZZAS, LLC dba Pizza Hut #35851 states as follows:

Pizza Hut is submitting this Liquor Use Permit application to allow a series 7 Beer and Wine Bar liquor license at 1000 N Arizona Avenue Chandler Arizona 85225 (Northwest corner of Arizona Avenue and Ray Road). A series 7 liquor license allows customers to consume beer and wine products on the licensed premises and allows sealed package beer and wine to go. Although, a series 7 liquor license is not mandated by Arizona State law to produce 40% of their gross revenue from the sales of food their stores primarily sell food with a percentage of approximately 80% food. The business primary purpose is food with alcoholic beverages is to complement their food; it does not operate as a bar. Furthermore, the owners and managers are knowledgeable in alcohol sales by attending certified liquor law training to protect the health, safety, and welfare of Arizona citizens. Therefore, this request is for a Use Permit at 1000 N Arizona Avenue Chandler, Arizona 85225 to allow a beer and wine bar license (series 7) consumption on the premises and sealed packaged of beer and wine to go.

The Pizza Hut building is approximately 2,584 sq ft. This liquor license does require the proposed establishment to be three hundred feet from schools Kindergarten through 12th grade. The closest school is Knox Gifted Academy which is located at 700 W Orchid Lane Chandler Arizona 85225 and is approximately 3,000 feet from the proposed location. The floorplan has not been changed from when the series 10 liquor license was recommended for approval by Chandler City Council and the liquor license was issued. There will not be any changes to the City approved (existing) landscape and lighting.

The proposed days of operation of Pizza Hut #35851 will be Sunday through Thursday 10:00 am – 12:00 pm and Friday and Saturday from 10:00 am – 1:00 am. There will not be any live entertainment, amplified speakers, or live music on the premises. Approximately twenty employees work at this location. Trash disposal will be between the hours 10:00 am – 3:00 pm so as not to disturb the tranquility of neighboring businesses or residents.

In conclusion, Pizza Hut #35851 will not disrupt the existing balance of daytime and nighttime uses and will not negatively affect vehicular or pedestrian traffic in the adjacent parking lots as there is adequate parking and entrances/exits to the business and properties. Furthermore, the beer and wine beverages sold are to complement the menu. Therefore, alcohol consumption on the licensed premises will not negatively impact residents and/or businesses within the surrounding area. Furthermore, it should be noted that Pizza Hut has been operating at this location with only package beer and wine to go since 2019.

I respectfully request a Liquor Use Permit be granted for Pizza Hut #35851 located at 1000 N Arizona Avenue Chandler Arizona 85225 for a series 7 liquor license to provide indoor food, beer, and wine consumption on the existing premises. The series 10 liquor license will be surrendered to the Arizona Department of Liquor upon approval of the series 7 liquor license.

Respectfully,

Theresa J. Morse
Applicant/Representative

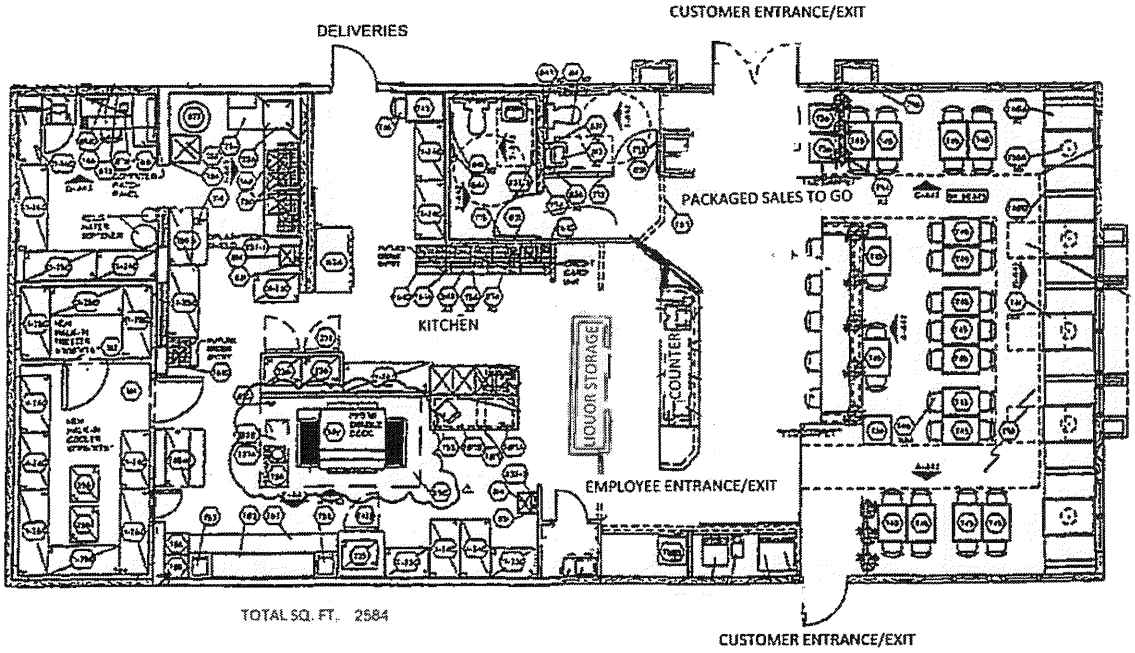
Pizza Hut



Plan1

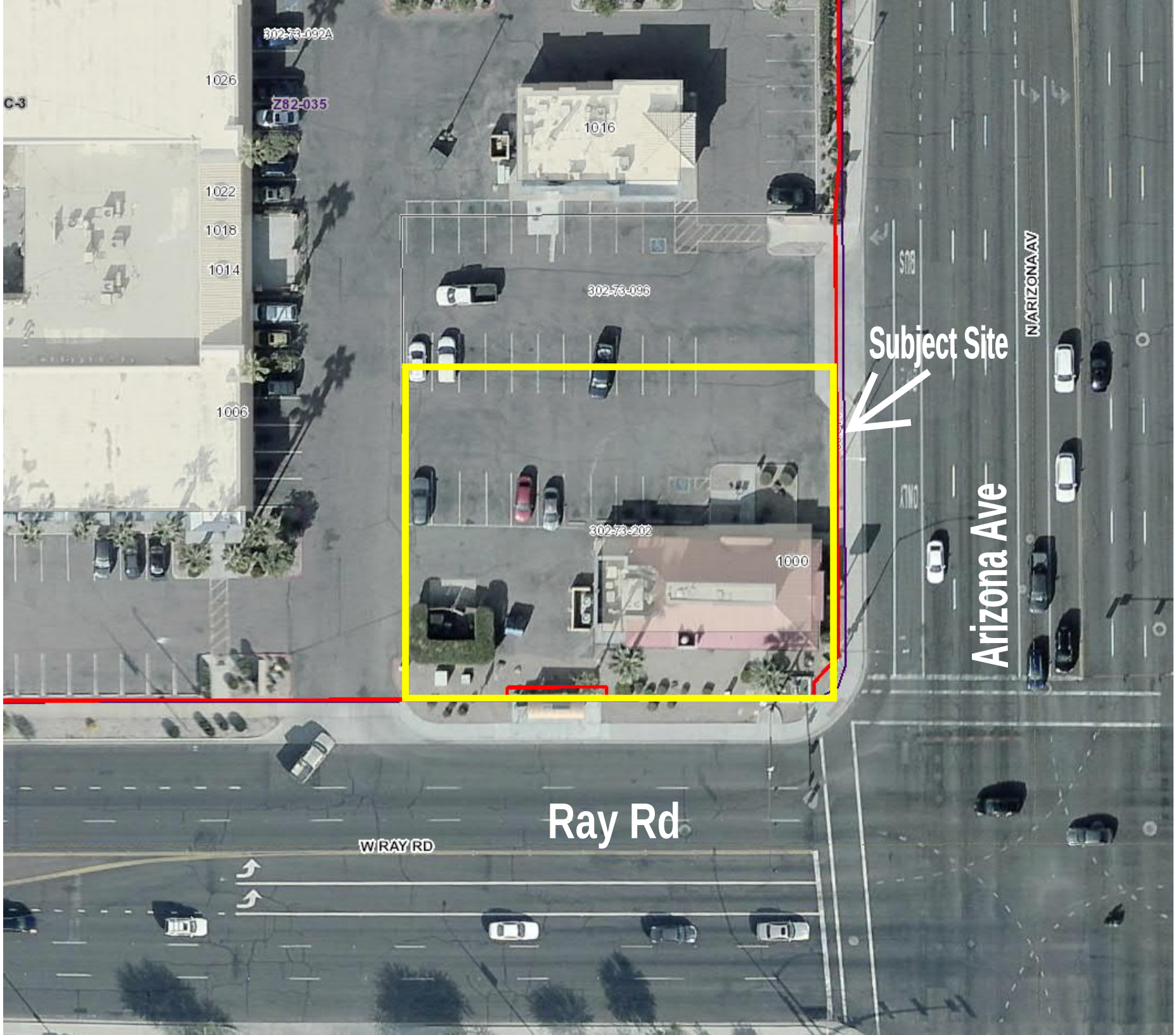
RK 602-228-6185

Pizza Hut



STORE #35851 1000 NORTH ARIZONA AVE. CHANDLER, AZ. 85225 PH. 480-963-1863

FLOOR PLAN


302-73-092A
1026
C-3
Z82-035
1016
1022
1018
1014
302-73-096
1006
Subject Site
NARIZONA AV
302-73-202
1000
Arizona Ave
Ray Rd
W RAY RD

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 23-046

Date:	November 06, 2023
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Andy Bass, Deputy City Manager Micah Miranda, Acting Development Services Director
From:	Alisa Petterson, Senior Planner
Subject:	PLH23-0030 Vega Duplex
Request:	Use Permit approval for a new two-family dwelling on a property currently zoned MF-2 multiple-family residential
Location:	200 S. Dakota Street, generally located ¼ mile south and west of Chandler Boulevard and Arizona Avenue
Applicant:	David Vega, property owner & developer

Proposed Motion:

Move City Council approve Use Permit, Vega Duplex PLH23-0030, to allow a new two-family dwelling on a property currently zoned MF-2 multiple-family residential, subject to the conditions recommended by Planning and Zoning Commission.

Background Data:

The site is approximately 0.19 net acres. It is currently a vacant lot that was previously used for a single-family residence. The current zoning designation is Multiple-Family Residential District (MF-2).

Surrounding Land Use Data:

North	Chicago Street, then single family residence (MF-2) and community garden (MF-2)	South	Single family residence (MF-2)
East	Dakota Street, then single family residence (MF-2)	West	Alley, then single family residential

Proposed Development:

Proposed Land Use	Single Story Duplex	
Number of Units	2 units	
Lot Size	8,198 sq. ft.	
Unit 1 (east side)	951 sq. ft	
Unit 2 (west side)	951 sq. ft.	
Density	Proposed: 10.53 dwelling units / acre 36% coverage	Allowed by code: 18 dwelling units / acre 45% coverage
Building Setbacks	Proposed: North (Chicago Street): 12'-6" East (Dakota Street): 25'-0" South: 5'-0" West: 10'-0"	Required: North (Chicago Street): 12'-6" East (Dakota Street): 25'-0" South: 5'-0" West: 10'-0"
Height	Proposed: 15'-3"	Allowed by code: 25'-0" at building setback line up to 45'-0" at intersection of a line sloping inward and upward at a 45 degree angle at the required setback line
Site Design	Site layout presents a front facing building toward Dakota Street to maintain existing residential feel of the development that is consistent with adjacent properties. Entry into the two dwelling units is from the north. Parking is at the rear of the lot on the west side, adjacent to the existing alley, which vehicular access from Chicago Street.	
Building Materials & Accents	Stucco, horizontal engineered plank siding, vertical engineered wood siding, metal roofing	
Parking	Covered parking for 4 vehicles	

Review and Recommendation:

This application is requesting Use Permit approval for a duplex, or two-family dwelling, with a density of 10.53 dwelling units per acre on a site that is located within a residential area in Chandler's downtown.

The subject site is located within Chandler's South Arizona Avenue Area Plan and is designated as Low Density Residential (0 – 5.9 dwelling units/acre) with a Future Growth Area overlay, which allows higher densities on a case-by-case basis upon demonstrating compatibility with surrounding properties. More specifically in this case, the proposed duplex must present a scale and density that is compatible with the surrounding neighborhood.

Current zoning is Multi-Family Residential (MF-2), which allows densities up to 18 dwelling units per acre. Duplexes require Use Permit approval in MF-2 districts.

The proposed development meets all setbacks, lot coverage, and allowable density requirements. The proposed site layout and building design are consistent with the surrounding neighborhood in quality and scale. The architectural design utilizes a variety of materials including stucco, horizontal Hardie plank siding, vertical Hardie board siding and a matte grey metal roof, and the development will make a positive contribution to the existing neighborhood.

Staff finds the proposal to be consistent with the goals of the General Plan and South Arizona Avenue Area Plan and recommend the Planning and Zoning Commission recommend approval.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting sign was posted on the site and on social media via NextDoor.
- A neighborhood meeting was held on September 26, 2023. Approximately eleven people attended, including the applicant and family, architect, builder and 2 property owners.
- Discussion at the meeting included the owners' preference for the proposed metal roof and how there would be minimal risk of glare because the duplex is only one-story.
- As of the writing of this memo, Planning staff is not aware of any opposition to this application.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting October 18, 2023
Motion to Approve

In Favor: 5 Opposed: 0 Absent: 2

Commissioner Velasquez asked if it would be possible to provide decomposed granite and landscaping within the rights-of-way along both Chicago Street and Dakota Street, and if any consideration had been given to establishing theme trees and landscape standards within the downtown area.

Staff confirmed that the applicant intends to provide landscaping at these locations. Staff also suggested it would be appropriate to consider the broader design concepts for downtown street landscape themes as part of the upcoming South Arizona Avenue Area Plan Update.

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 attached "Exhibit A" 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. The home builder/lot developer shall provide a written disclosure statement, for the signature of any potential buyer, acknowledging that the property is located adjacent to or nearby the "Entertainment District" which may contain land uses that create adverse noise and other externalities. The "Purchase Contracts" and the property deed shall include a disclosure statement outlining that the site is adjacent to the Entertainment District. The responsibility for notice rests with the home builder/lot developer, and shall not be construed as an absolute guarantee by the City of Chandler for receiving such notice.

5. Developer shall complete construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting to achieve conformance with City Codes, standard details, and design manuals.

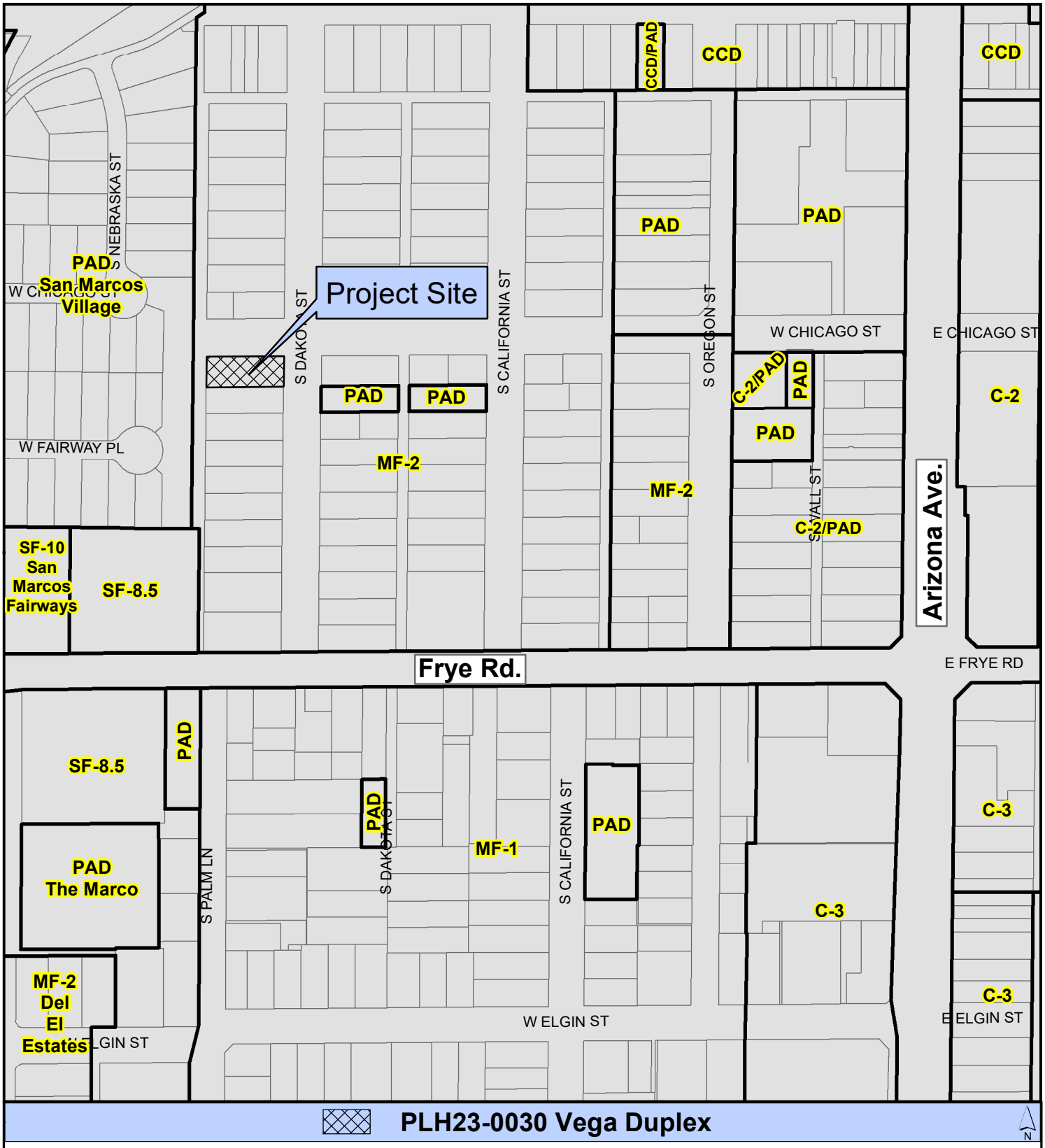
6. In addition to a duplex, a single-family residence is also permitted and shall be subject to development standards applicable to the MF-2 Multiple Family Residential District. Administrative Design Review approval shall be required prior to building permit issuance of any single-family home.

Attachments

Vicinity Maps

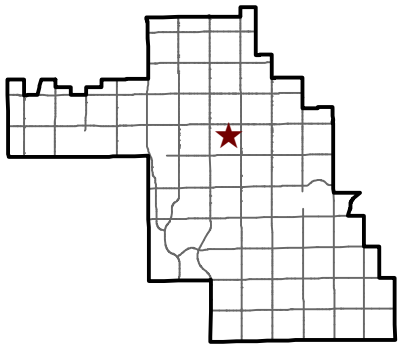
Exhibit A

Community Input



PLH23-0030 Vega Duplex

Proposed Project Details
Request Use Permit approval for a new two-family dwelling
0.19 acres (Net)
Duplex on MF-2 zoned lot
10.53 du/ac



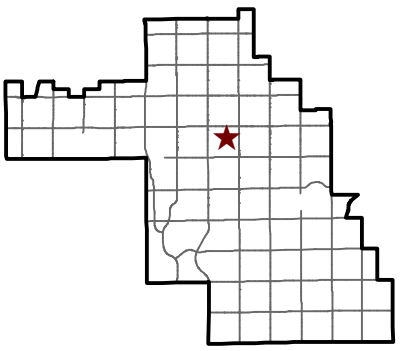
Chandler Arizona
Where Values Make The Difference

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



PLH23-0030 Vega Duplex

Proposed Project Details
Request Use Permit approval for a new two-family dwelling
0.19 acres (Net)
Duplex on MF-2 zoned lot
10.53 du/ac



Chandler Arizona
Where Values Make The Difference

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

Exhibit A

PLH23-0030

Vega Duplex Use Permit

CONTENTS

Narrative
Site Plan
Concept Landscape Plan
Floor Plan
Elevations
Color Elevations
Color Board / Rendering

P.O. Box 5267
Mesa, AZ 85211

Tel. 602.329.8384
mike@atmosarch.com

atmosphere architects

July 17, 2023

City of Chandler

RE: **Vega Duplex**
200 South Dakota Street, Units 1 & 2
Use Permit Narrative
PLH23-0030
Parcel: 303-09-158
Zoning: MF-2

The previous review of the duplex was review #PRE23-004.

This site is zoned MF-2 which is why we previously submitted this as a Triplex. We received comments that it would not be supported as it is a tight site, but that a duplex would be able to gain the support of staff as it is a less intense use of the site. This is the reason for the Use Permit which is what we are submitting.

The site is at the corner of Dakota and Chicago Streets which is in the South Arizona Avenue Entry Corridor. The site is unique in that it is bordered by two streets and an alley. While it is the goal of the Corridor to encourage assembly of multiple parcels and create higher densities this was not possible at this location. However, we are proposing a compromise between single family and multi-family development by proposing a single duplex building which is a good compromise between the existing single-family homes and the goal of more multi-family uses.

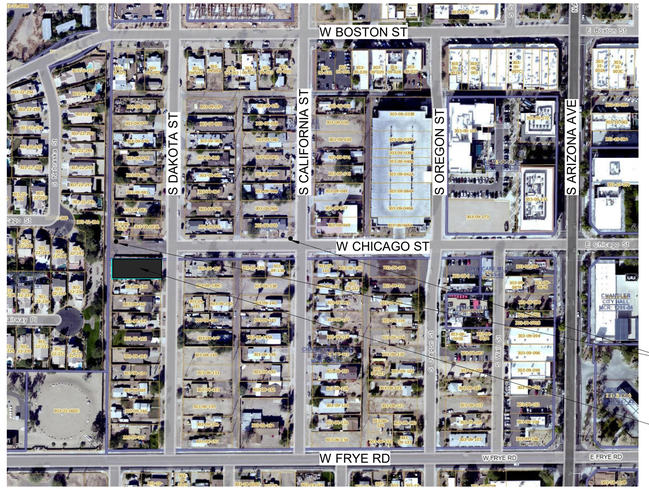
The duplex includes 4 covered parking spaces which we felt was important to have been located off of Chicago St as this street dead ends at an alley and would create the fewest issues for turning into and out of the property into the neighborhood. We located it on the west side of the property so that landscaping and the building are the majority of what you see when looking at the property from the neighborhood.

This neighborhood is made up of mostly single-family residences and we believe the duplex fits the neighborhood look and feel. We're showing a contemporary ranch style building. We tried to incorporate the feeling of a smaller home that complements the surrounding homes but still has some more contemporary elements.

Please contact me at 602.329.8384 should you have any questions.

Kind Regards,

Mike Hudson
Atmosphere Architects, PLC



2 VICINITY MAP
12" = 1'-0"

LEGAL DESCRIPTION: LOT NINE HUNDRED FIFTY-EIGHT (958), BLOCK "I", BEING A SUBDIVISION OF PART OF THE TOWNSITE OF CHANDLER, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE MARICOPA COUNTY RECORDER IN BOOK 9 OF MAPS, PAGE 2.

OWNER: DAVID VEGA/JACOB MARCUS
480.284.9324

ADDRESS: 200 S DAKOTA ST. UNITS 1&2
CHANDLER, AZ 85225

PARCEL: 303-09-158

SUBDIVISION AND LOT: CHANDLER BLOCK I MCR 9-2 LOT 958

ZONING: MF-2

LOT SIZE: 8,198 SF

TOTAL FOOTPRINT COVERAGE: NEW DUPLEX BUILDING:
(2) 2 BEDROOM UNIT
DUPLEX COVERAGE - 1,901 SF
PARKING STRUCTURE COVERAGE - 730 SF
PATIO COVERAGE - 345 SF
TOTAL FOOTPRINT COVERAGE = 2,976 SF

NET LOT COVERAGE: 2,976 SF/8,198 SF = 36% BUILDING LOT COVERAGE (NET LOT)

NEW DUPLEX BUILDING: (2) 2 BEDROOM UNITS

MAX HEIGHT: 25'-0" AT BUILDING SETBACK LINE UP TO 45'-0" AT INTERSECTION OF A LINE SLOPING INWARD AND UPWARD AT A 45 DEGREE ANGLE AT THE REQUIRED SETBACK LINE

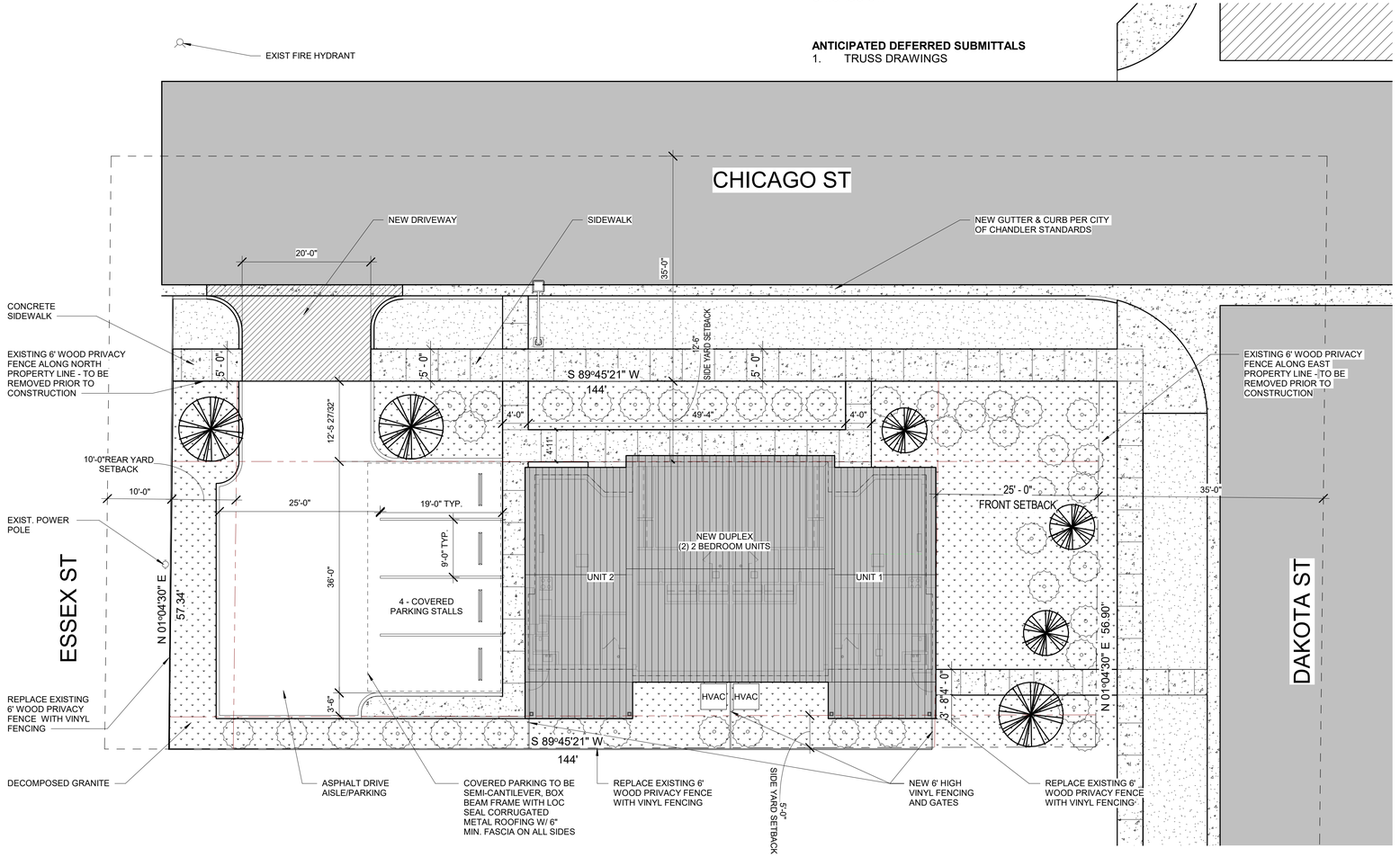
PARKING REQUIRED: (2) 2 BEDROOM UNIT = 2 SPACES/UNIT
4 SPACES TOTAL (COVERED)

DESCRIPTION:
THIS IS A PROPOSED NEW DUPLEX BUILDING ON THIS SITE. THE SITE IS AT THE CORNER OF DAKOTA AND CHICAGO STREETS.THE SITE IS UNIQUE IN THAT IT IS BORDERED BY TWO STREETS AND AN ALLEY. WE ARE PROPOSING DOING A PARKING LOT WITH COVERED PARKING ON THE WEST SIDE OF THE PROPERTY OFF OF CHICAGO ST.

ANTICIPATED DEFERRED SUBMITTALS
1. TRUSS DRAWINGS

SITE LEGEND

- DIRT PARKING STRIP
- CONCRETE SIDEWALK
- DECOMPOSED GRANITE
- ASHPALT DRIVE AISLE/PARKING



1 SITE PLAN
1" = 10'-0"

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50019
MICHAEL T
HUDSON
Date Expires 7/17/23
ARIZONA U.S.A.
Expires 09/30/24

no.	date	description

VEGA DUPLEX

200 S DAKOTA ST. UNITS 1&2
CHANDLER, AZ 85225

PROJECT NO: 22052
DATE: 08/17/23

atmosphere architects
p.o. box 5267
mesa, az 85211

contact: Mike Hudson
email: mike@atmosarch.com
tel: 602.329.8384

SITE PLAN

AS101

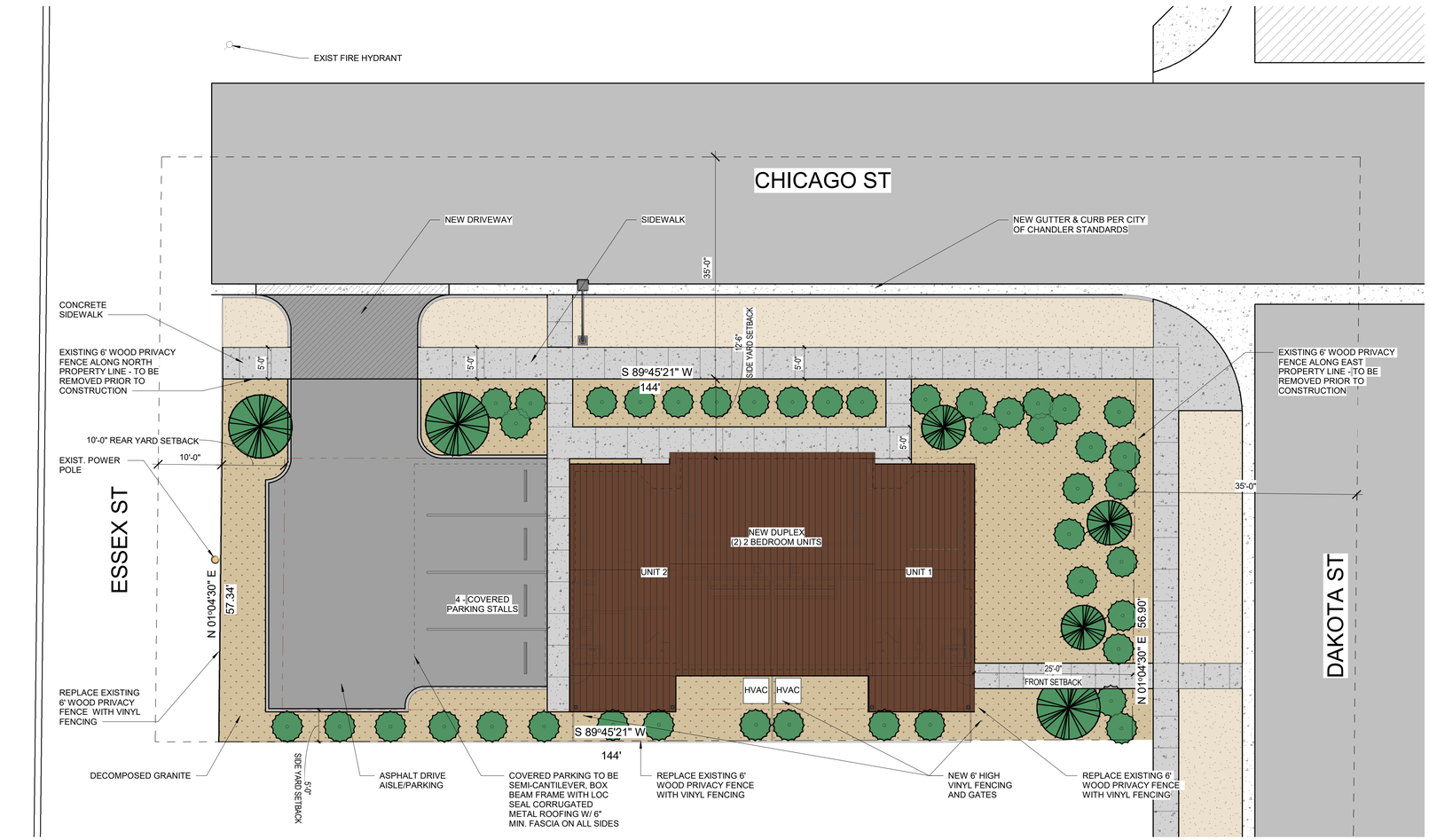
LANDSCAPE LEGEND

LARGE BOX TREE

SMALL BOX TREE

GROUNDCOVER/SHRUBS
5 GALLON, MIN.

DECOMPOSED GRANITE (DG)
MIN. 1/4"
COLOR: T.B.D BY OWNER



1 CONCEPT LANDSCAPE PLAN
1" = 10'-0"

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MICHAEL T
HUDSON
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ARIZONA U.S.A.
REGISTERED ARCHITECT

Expires 09/30/24

no.	date	description

VEGA DUPLEX

200 S DAKOTA ST. UNITS 1&2
CHANDLER, AZ 85225

PROJECT NO: 22052

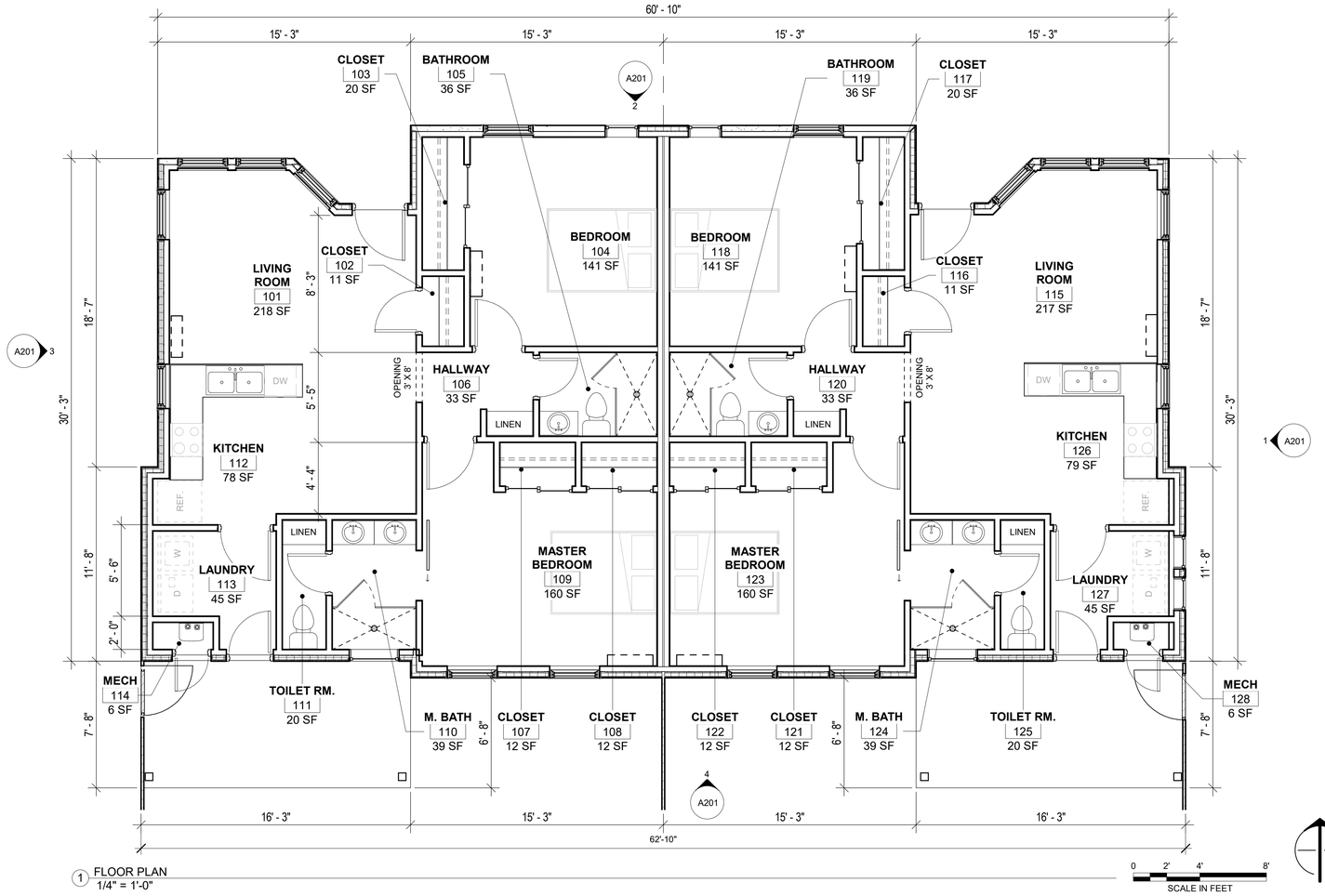
DATE: 08/17/23

atmosphere architects
p.o. box 5267
mesa, az 85211

contact: Mike Hudson
email: mike@atmosarch.com
tel: 602.329.8384

CONCEPT LANDSCAPE PLAN

AS102



1 FLOOR PLAN
1/4" = 1'-0"

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Expires 09/30/24

no.	date	description

VEGA DUPLEX

200 S DAKOTA ST. UNITS 1&2
CHANDLER, AZ 85225

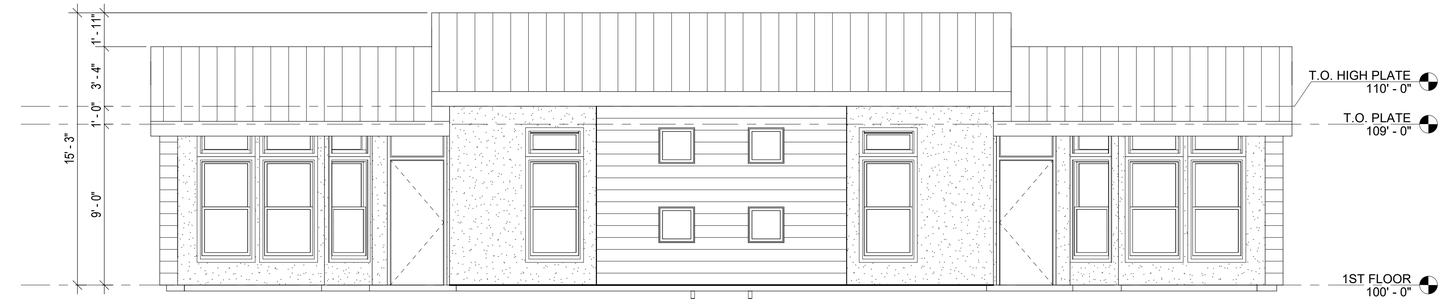
PROJECT NO: 22052
DATE: 08/17/23

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p.o. box 5267
mesa, az 85211

contact: Mike Hudson
email: mike@atmosarch.com
tel: 602.329.8384

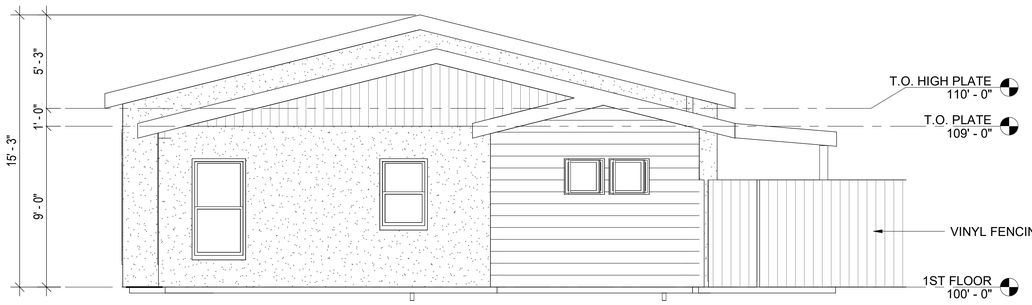
NEW FLOOR PLAN

A101



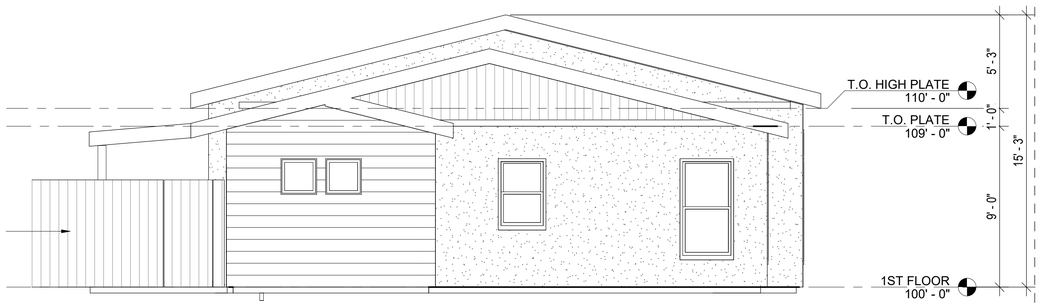
2 NORTH ELEVATION
1/4" = 1'-0"

0 2' 4' 8'
SCALE IN FEET



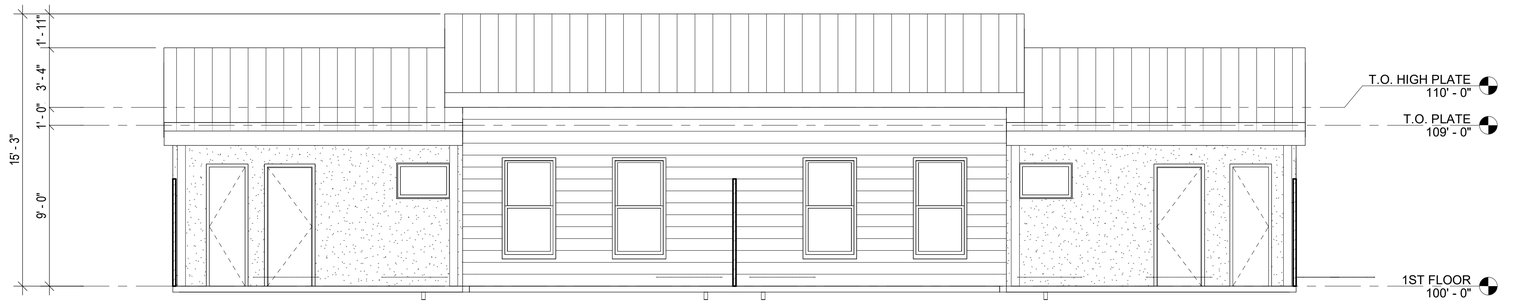
3 WEST ELEVATION
1/4" = 1'-0"

0 2' 4' 8'
SCALE IN FEET



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

0 2' 4' 8'
SCALE IN FEET



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

0 2' 4' 8'
SCALE IN FEET

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VEGA DUPLEX

200 S DAKOTA ST. UNITS 1&2
CHANDLER, AZ 85225

PROJECT NO: 22052
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mesa, az 85211

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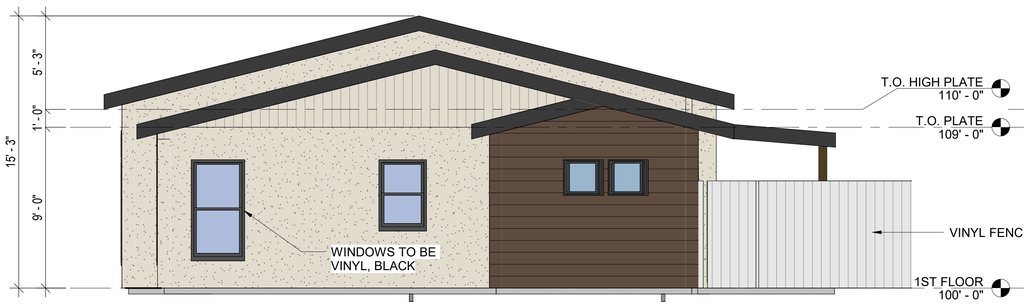
ELEVATIONS

A201



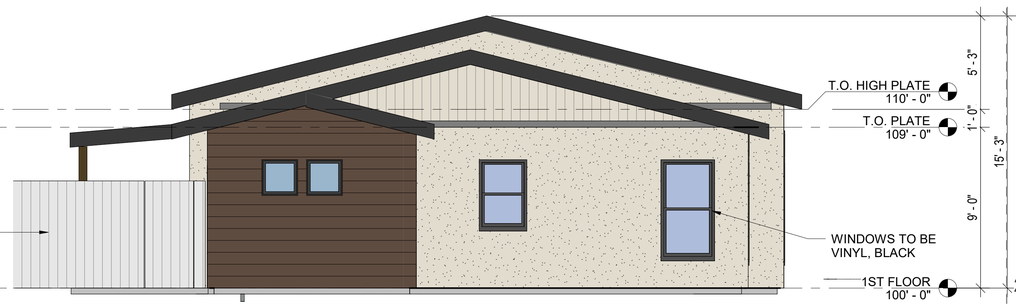
2 NORTH ELEVATION - COLOR
1/4" = 1'-0"

0 2' 4' 8'
SCALE IN FEET



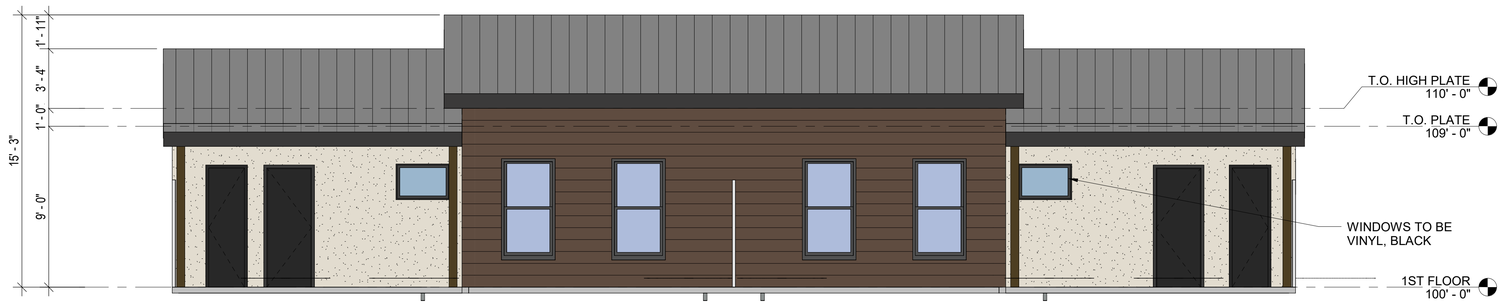
3 WEST ELEVATION - COLOR
1/4" = 1'-0"

0 2' 4' 8'
SCALE IN FEET



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

0 2' 4' 8'
SCALE IN FEET



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

0 2' 4' 8'
SCALE IN FEET

EXTERIOR FINISH LEGEND

WALL
STUCCO SYSTEM IAPMO #0381
SHERWIN WILLIAMS EXTERIOR
"NATRUAL CHOICE" SW 7011

ACCENT @ WALL
HARDI-BOARD PLANK SYSTEM
PAINTED SHERWIN WILLIAMS
EXTERIOR - "SABLE" SW 6083

ACCENT @ GABLE END
HARDI-BOARD PLANK SYSTEM
SHERWIN WILLIAMS EXTERIOR
"NATURAL CHOICE" SW 7011

TRIM (MATCH WINDOW FRAMES)
SHWERWIN WILLIAMS EXTERIOR
"TRICORN BLACK" SW 6258

WESTERN STATES METAL ROOF
PBR PANEL 36" X LF 26GA
SLATE GRAY



Expires 09/30/24

no.	date	description

VEGA DUPLEX

200 S DAKOTA ST. UNITS 1&2
CHANDLER, AZ 85225

PROJECT NO: 22052
DATE: 08/17/23

atmosphere architects
p.o. box 5267
mesa, az 85211

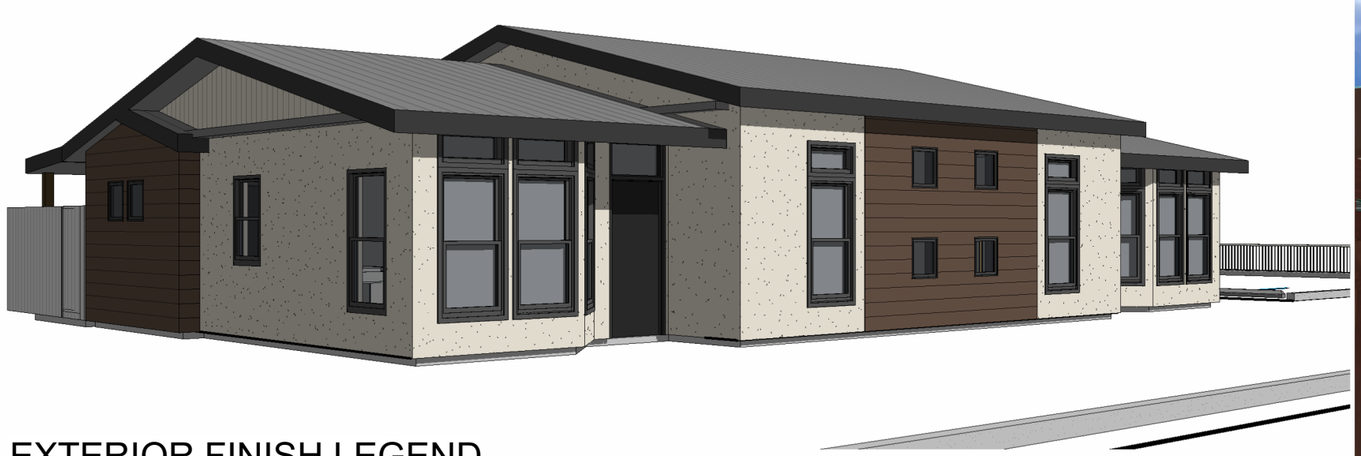
contact: Mike Hudson
email: mike@atmosarch.com
tel: 602.329.8384

COLOR ELEVATIONS

A201c

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COVERED PARKING STRUCTURE

CANOPY COVER SHALL UTILIZE BOX BEAMS AND COLUMNS WITH COLORS TO MATCH MAIN STRUCTURE WITH A 6" MINIMUM FASCIA ON ALL FOUR SIDES

EXTERIOR FINISH LEGEND

WALL
STUCCO SYSTEM IAPMO #0381
SHERWIN WILLIAMS EXTERIOR
"NATRUAL CHOICE" SW 7011

ACCENT @ WALL
HARDI-BOARD PLANK SYSTEM
PAINTED SHERWIN WILLIAMS
EXTERIOR - "SABLE" SW 6083

ACCENT @ GABLE END
HARDI-BOARD PLANK SYSTEM
SHERWIN WILLIAMS EXTERIOR
"NATURAL CHOICE" SW 7011

TRIM (MATCH WINDOW FRAMES)
SHWERWIN WILLIAMS EXTERIOR
"TRICORN BLACK" SW 6258

WESTERN STATES METAL ROOF
PBR PANEL 36" X LF 26GA
SLATE GRAY

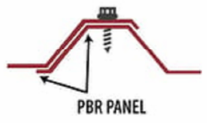


SYNTHETIC STUCCO: SMOOTH



8" HARDIE BOARD PLANK





STANDING SEAM METAL ROOF
COLOR: SLATE GRAY

atmosphere architects
ATMOSPHERE ARCHITECTS
PO BOX 5267
MESA, AZ 85211

contact: Michael Hudson
email: mike@atmosarch.com
tel: 602.329.8384

07/17/2023

VEGA
DUPLEX

COLOR BOARD

PLH23-0030 VEGA DUPLEX - Use Permit

Public Meeting Notes 9/26 at 6:07pm

We discussed the following:

1. Structure is zoned for MF-2
2. It will be a multi-family home and not a rental property

Questions asked:

1. When will it start? Hopefully start building in the first QTR of 2024. It will need to go through city council after this preliminary then will need to be granted permits.
2. Is metal roof mandated? No- it was to provide a rustic look and then potentially include solar panels. Concern raised with glare or reflection of the metal roof, but resolved since this wouldn't be a two story home.
3. Where will parking be located? on the side of Chicago street. Sidewalk will be implemented.

PLH23-0030 - VEGA DUPLEX

Neighborhood Meeting Sign-In Sheet

Applicant: David Vega, property owner

Meeting Location: Chandler Public Library, Copper Room South (22 S. Delaware Street)

Date & Time: September 26, 2003 at 6:00 pm

PRINT NAME	ADDRESS	PHONE	EMAIL
1. Rosie Vega	825 W. Queen Creek Rd	480-298-2952	rosievega47@gmail.com
2. Jaime Vega	3812 S. Tower Ave	480-220-5719	JFVega40@yahoo.com
3. Paul Pfeifer	8146 W. 23rd Ave Spc D	480-593-3843	paulp@modernbuildsaz.com
4. Mike Hudson	1334 E Hale St, Mesa	602.329.8384	mike@atmosarch.com
5. Heather Vega	629 N. Mesa Dr Unit 31 Mesa	480-295-9607	hcvega@gmail.com
6. Frank Vega	804 W. Temple St.	4803166894	FVega[illegible]2@gmail
7. René Barrios	2205. Dakota	480.895.8874	
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Community of Innovation

City Council Memorandum **Economic Development** **Memo No.** ED24-010

Date: November 06, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Micah Miranda, Economic Development Director
From: Michael Winer, Economic Development Project Manager
Subject: Resolution No. 5743 Approving the First Amended Chandler Infill Incentive Plan and the First Amended Chandler Infill Incentive District

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Proposed Motion:

Move City Council approve Resolution No. 5743 approving the First Amended Chandler Infill Incentive Plan and the First Amended Chandler Infill Incentive District.

Background:

The City of Chandler recognizes the importance of redevelopment to the community's long-term economic vitality. It has been incorporated into city visioning documents including the Chandler General Plan and City Council's recently adopted 2023-2025 Strategic Framework. In addition, the city has proactively established policies and programs to encourage desirable redevelopment activities. These include the adoption of the Chandler Infill Incentive Plan and designation of the Chandler Infill Incentive District, both of which occurred in 2009.

Staff is now seeking City Council approval to amend the Chandler Infill Incentive District and Chandler Infill Incentive Plan to better support future redevelopment projects. These items complement each other and are therefore packaged together in this request.

The Chandler Infill Incentive District was designated under Arizona Revised Statutes (A.R.S.) § 9-499.10. This statute authorizes municipalities to establish an infill incentive district and adopt an infill incentive plan to encourage

redevelopment in the district. For an area to be designated as an infill incentive district, it must meet certain criteria demonstrating a need for redevelopment. Specifically, the area must meet at least three of the following requirements:

1. There is a large number of vacant older or dilapidated buildings or structures;
2. There is a large number of vacant or underused parcels of property, obsolete or inappropriate lot or parcel sizes or environmentally contaminated sites;
3. There is a large number of buildings or other places where nuisances exist or occur;
4. There is an absence of development and investment activity compared to other areas in the city;
5. There is a high occurrence of crime; and/or
6. There is a continuing decline in population.

The Chandler Infill Incentive District boundaries were established as Ellis Street to the west, Pecos Road to the south, and the city limits to the north and east. The district includes retail centers along Alma School Road and Arizona Avenue that in the past housed national big box tenants and attracted customers from a large area. However, their standing within the regional retail landscape and continued viability has since been impacted by several factors, including traffic pattern changes, newer development projects, and retailers shifting to smaller store formats. Of note, Downtown Chandler is not included within the current district due to a now-defunct Downtown Improvement Fund that previously supported redevelopment projects.

The Chandler Infill Incentive Plan was adopted to support the redevelopment of aging and underutilized retail centers in the Chandler Infill Incentive District. The program is managed by the Economic Development Division. Through the program, property owners interested in redeveloping existing retail centers can apply for city financial support. This involves negotiation and City Council approval of an agreement that requires certain redevelopment work to be completed in exchange for city funding. City support has generally been provided as a reimbursement of costs associated with redevelopment, such as the demolition of existing buildings or installation of public infrastructure needed to accommodate new users. Projects that participated in the program included Great Hearts Academies renovating and occupying a former Smitty’s Store/Bank First Call Center near the southeast corner of Alma School and Warner roads, Furniture & Mattress Discounters improving and occupying a former Mervyn’s store at the southwest corner of Alma School and Elliot roads, and NexMetro demolishing a portion of the East Valley Mall and building an apartment complex west of the

northwest corner of Arizona Avenue and Warner Road.

The amendments now proposed by staff aim to better support redevelopment in Chandler in three ways: (1) expand the Chandler Infill Incentive District to encompass other areas that could benefit from redevelopment, (2) edit Chandler Infill Incentive Plan eligibility criteria to add redevelopment of Class C office buildings as a project type that can be considered for city support, and (3) adjust Chandler Infill Incentive Plan incentives to align with state statute and ensure compliance with the Arizona Constitution's Gift Clause.

First, staff requests City Council amend the Chandler Infill Incentive District boundaries to include all areas within Chandler located north of the Loop 202 Santan Freeway. The proposed expanded area meets at least three of the six criteria set forth in A.R.S. § 9-499.10, as detailed in the attached "2023 Chandler Infill Incentive District Analysis" report. The amended boundaries would allow owners of qualifying properties in West Chandler and Downtown Chandler to seek city support for redevelopment projects through the Chandler Infill Incentive Plan. In recent years, there has been less investment and development activity in these areas than in south Chandler. This is primarily because there is not much undeveloped land remaining north of Loop 202. Since 2018, more than eight (8.0) million square feet of non-residential development has been completed citywide, per CoStar's commercial real estate database. The area north of Loop 202 accounted for 2.7 million square feet, or only 34%, of total space delivered. Expanding the infill incentive district would encourage new investment north of Loop 202 by helping offset the higher costs associated with redevelopment projects.

The area north of Loop 202 also generates more City Code violations and Part I Crimes (those considered most serious) than the area south of Loop 202. More than 91% of City Code violations recorded citywide since the start of 2023 occurred north of Loop 202. In addition, while Chandler is currently experiencing historic low overall serious crime rates comparable to in the late 1980's when the population was far smaller, 75% of total violent crimes and 74% of total property crimes since the start of 2023 occurred in the area north of Loop 202. This data is provided in the attached "2023 Chandler Infill Incentive District Analysis" report. Studies have repeatedly shown that abandoned and neglected properties contribute to increased local crime. Expanding the infill incentive district would help protect against the spread of blight and its effects north of Loop 202 by supporting the reactivation of underutilized properties.

Second, staff requests City Council amend the Chandler Infill Incentive Plan eligibility criteria to allow for consideration of applications from property owners of existing Class C office buildings (in addition to retail centers). This is the lowest

classification of office building with properties generally in need of renovation, often featuring outdated infrastructure and technology. The Economic Development Division recommends including Class C office buildings in the Chandler Infill Incentive Plan to facilitate redevelopment should these properties struggle to attract tenants in the face of changing office market dynamics (e.g., tenants downsizing office footprints and seeking more amenities). According to CoStar, there are 77 office buildings rated Class C in the proposed expanded infill incentive district. The median construction year among these buildings is 1977, nearly 50 years ago.

Lastly, staff requests City Council amend the Chandler Infill Incentive Plan to state the city may consider the following types of incentives: waivers of municipal fees for development activities, expedited building plan review, and reimbursement of public infrastructure costs (capped at $250,000 per project). Funding for reimbursements is included in the 2024-2033 Capital Improvement Program and would be awarded on a first come, first served basis until exhausted. Upon receiving a qualifying application, Economic Development staff would consider an incentive offer based on benefits to the city, including public improvements and economic and fiscal impact. The potential offer would then be incorporated into an agreement and subject to City Council approval. The agreement would be placed on a City Council meeting agenda, usually concurrent with the project's rezoning and preliminary development plan approval request. No reimbursements would be made until the project has been completed, passed required city inspections, and the public infrastructure dedicated to the city.

Staff presented these proposed amendments to the Economic Vitality City Council Subcommittee on September 6, 2023, and received direction to proceed with submitting this item for City Council consideration. In addition, staff presented to the Economic Development Advisory Board on September 13, 2023, which also expressed support for the proposed amendments.

Financial Implications:

Funds for reimbursements authorized under the Chandler Infill Incentive Plan are included in the 2024-2033 Capital Improvement Program under the Infill Incentive Plan program. Total appropriation for the 2023-2024 Fiscal Year is $1,556,208.

Attachments

Resolution 5743

First Amended Chandler Infill Incentive Plan and District

2023 Chandler Infill Incentive District Analysis

RESOLUTION NO. 5743

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING THE FIRST AMENDED CHANDLER INFILL INCENTIVE PLAN AND THE FIRST AMENDED CHANDLER INFILL INCENTIVE DISTRICT.

WHEREAS, the Arizona Revised Statutes Section 9-499.10 enables a city to designate an infill incentive district and adopt an infill incentive plan to encourage redevelopment in the district; and

WHEREAS, the Arizona Revised Statutes require that cities identify, in preparation of their General Plans, specific programs and policies to promote infill development and locations where such development should be encouraged; and

WHEREAS, the Chandler General Plan – Build-Out and Beyond, as adopted by the Chandler City Council on June 26, 2008, and ratified by voters on November 4, 2008, set forth the specific goals, objectives, and key strategies for the promotion of quality infill development; and

WHEREAS, on February 26, 2009, the Chandler City Council approved a resolution to designate the Chandler Infill Incentive District and Chandler Infill Incentive Plan to positively contribute to the quality of life within the infill district by strategically encouraging infill and redevelopment projects to promote a sustainable balance of land uses; and

WHEREAS, it is now the desire of the Chandler City Council to amend both the Chandler Infill Incentive District and Chandler Infill Incentive Plan, recognizing that Chandler has continued to mature since 2009 and that city goals, strategies, and targeted locations for infill development and redevelopment have therefore changed; and

WHEREAS, the Chandler City Council finds that the proposed First Amended Chandler Infill Incentive District meets the minimum requirements of Section 9-499.10 of the Arizona Revised Statutes pertaining to infill incentive districts; and

WHEREAS, the proposed First Amended Chandler Infill Incentive Plan aligns with the policies set forth in the Chandler General Plan 2016, as adopted by the Chandler City Council on April 14, 2016, and ratified by voters on August 30, 2016.

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

Section 1. Approving the First Amended Chandler Infill Incentive District.

Section 2. Approving the First Amended Chandler Infill Incentive Plan.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of November, 2023.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5743 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of November, 2023, and that a quorum was present thereat.

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

FIRST AMENDED CHANDLER INFILL INCENTIVE PLAN

The Arizona Revised Statutes ("ARS") § 9-499.10 enables cities and towns to establish infill incentive districts and adopt an infill incentive plan to encourage redevelopment in the district. Further, State statutes require that each city identify, in its General Plan, specific policies to promote infill development and locations where such development should be encouraged. As such, the Chandler General Plan, in its vision for maintaining a sustainable city, sets forth the policies listed below.

- Implement redevelopment programs and incentives that transform vacant commercial shopping centers into more intense uses in strategic nodal locations (e.g., arterial intersections).

- Administer flexibility in site development standards whenever possible without sacrificing quality or safety in order to facilitate adaptive reuse or redevelopment of sites located within the Infill Incentive District.

- Support the redevelopment of underutilized commercial properties to residential and/or office uses and higher densities through the Infill Incentive Plan.

- Facilitate adaptive reuse of vacant or underutilized buildings/properties to create opportunities for new housing and business developments.

- Redevelop vacant, underutilized commercial/retail properties into different uses that reduce commercial saturation, support other existing commercial properties, and help to revitalize the area.

City Council's Strategic Framework also emphasizes the importance of infill and redevelopment, identifying it as a focus area for the city and calling for:

- Targeted use of adaptive reuse, infill, mixed-use and redevelopment tools and plans supporting the vitality of commercial centers and neighborhoods.

- A predictable development process based on exceptional customer service and finding creative ways to get to "yes."

This First Amended Chandler Infill Incentive Plan (hereinafter, the "Chandler Infill Incentive Plan" or the "Plan") seeks to implement these policies by providing tools to encourage redevelopment in the Infill Incentive District (see Attachment A) through a variety of development incentives as provided for by State statutes. Specific incentives and eligibility criteria are addressed in the following section.

Intent and Purpose

The primary intent of the Chandler Infill Incentive Plan is to encourage the private redevelopment of commercial properties that have experienced vacancy rates higher than citywide averages caused by increased competition, tenant relocations, small business closures, and the significant costs and time necessary to upgrade older buildings to meet market standards.

Through the Plan, the city is seeking to support projects that redevelop all or a significant portion of an existing retail center[1] or Class C office building[2] to introduce new and/or additional uses. The focus on redevelopment recognizes that some of the city's older commercial buildings may no longer represent the highest and best use of the land, and that redevelopment of these sites may have significant positive impacts on the community, including:

- decreasing the supply of available commercial square footage, thereby increasing demand for the remaining commercial space;
- encouraging the renovation and/or redevelopment of surrounding properties which would spur new economic activity; and
- bringing new residents and/or daytime employees to older commercial areas, which would support the remaining commercial properties.

Section 1.1 Eligibility Criteria and General Requirements

Any applicant wishing to qualify for incentives, as outlined in Section 1.2, must submit an Infill Incentive Plan Application[3] to the Economic Development Director. The application shall include a description of the project being proposed (describes the project and the mix of uses, how the project meets current market demands and the potential impacts and benefits to the surrounding neighborhoods), phasing plans if any, anticipated date of completion, capital investment and job creation estimates to enable Economic Development staff to perform an economic and fiscal impact analysis, and an assessment of how the project proposed meets the following eligibility criteria and general requirements:

a) The applicant must be an owner, or an owner's representative, of an existing retail center or Class C office building located within the Infill Incentive District (see Attachment A).

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[1] The term "retail center" shall mean either a multi-suite building of any size floor area where at least sixty percent (60%) of the floor area is designed for retail occupancies or a single tenant building intended for retail use.

[2] The lowest classification of office building and space is Class C. These are generally older buildings, located in less desirable areas, and are often in need of extensive renovation. Architecturally, these buildings are the least desirable, and building infrastructure and technology is outdated.

[3] The Infill Incentive Plan Application may be submitted prior to, or in conjunction with, an application seeking building permit approval, or with an application seeking rezoning/preliminary development plan approval.

b) The retail center or Class C office building must be a minimum of fifteen (15) years old or its vacancy rate must be at least fifty percent (50%) higher than the overall average vacancy rate[4] for its property type .

c) The property owner will be responsible for obtaining all building permits, meeting applicable building and zoning codes and obtaining all additional licenses or permits.

d) For any project to be granted the incentives provided in Section 1.2 of this policy, the applicant shall enter into an agreement with the city, in a form to be approved by the City Attorney, to ensure that the project will be developed for the purposes stated by the applicant, in conformance with this policy. Said agreement shall be subject to approval by the City Council.

Section 1.2 Incentives

The city may authorize any or all of the following incentives to support a project that meets the Plan's primary intent to stimulate redevelopment of existing retail centers and Class C office space to include new and/or additional mix of uses:

a) **Fee Waivers**

The city may approve up to a 100 percent waiver of building permit fees, building plan review fees, and City of Chandler development impact fees. The approval of any application that requests a waiver of fees or partial waiver of fees shall be subject to approval by the City Council, essentials of a waiver of which shall be contained in a binding agreement that is subject to approval by the City Council.

b) **Expedited Building Plan Review**

The City of Chandler Development Services Department is committed to an expeditious review of all documents. The approval of any application that includes a request for expedited building plan review shall be subject to approval by the City Council. The essentials of the expedited building plan review shall be contained in a binding agreement that is subject to approval by the City Council.

c) **Reimbursement of Public Infrastructure Costs**

The city may provide a reimbursement of costs for pre-approved public infrastructure. The public infrastructure must be dedicated to the city upon completion. Below is a list of public infrastructure for which applicants may request reimbursement:

- Roads
- Sidewalks

[4] *As reported by CoStar at the time of application.*

- Public Utilities – Water and Wastewater
- Streetscape Improvements – Landscaping, Shade Structures, Public Seating Areas, Decorative Lighting, Public Art.

The amount of city funding available to an individual project is capped at $250,000, contingent upon availability of funding. This $250,000 cap does not include the value of any fee waivers or expedited permitting offered by the city. All applications seeking reimbursement for planned public infrastructure costs will be evaluated and awarded funding on a first come, first serve basis.

Additionally, the city's payment for public infrastructure costs (up to the $250,000 cap) depends on the improvement type and whether it meets or exceeds city development standards.

- For improvements that simply meet city development standards, there will be a 50/50 cost split between the city and applicant.
- For water and wastewater lines, the city will determine the size line needed to serve the project. If that size line is installed, the city and applicant will split the costs 50/50. If the city elects to upsize the line to better serve future development, the city will pay 100 percent of the additional costs.
- For streetscape improvements that exceed city development standards, the city will pay 75 percent of additional costs and the applicant will pay 25 percent.

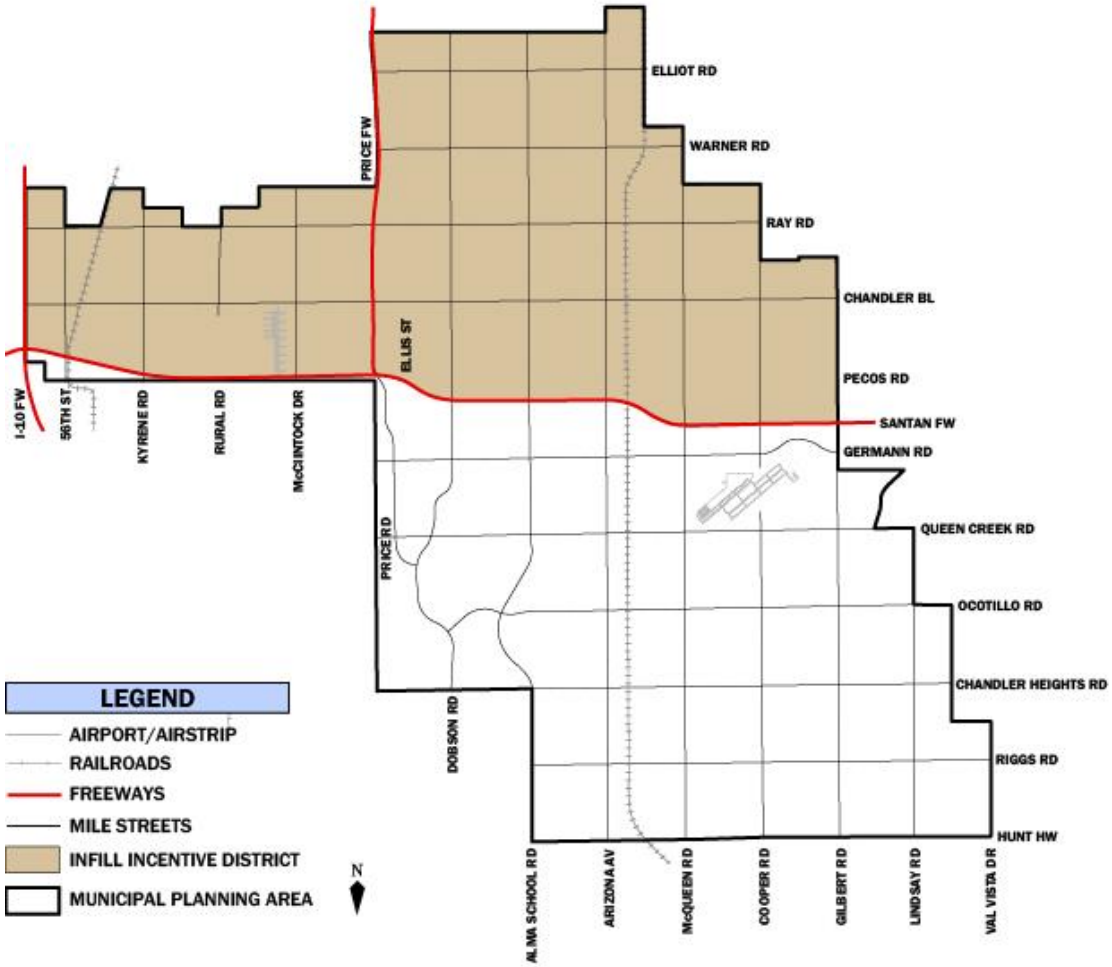
To be approved for reimbursement, applicants must comply with Title 34 of the Arizona Revised Statutes, which contains public construction requirements for expenditures of public funds for public infrastructure. Exemptions from competitive bidding are included in ARS § 34-201(G) and ARS § 34-201(D).

Reimbursement terms will be outlined in a binding agreement that is subject to approval by the City Council.

Section 1.3 Chandler Infill Incentive Plan Administration

The Economic Development Division will administer the Chandler Infill Incentive Plan. Economic Development staff will coordinate the application and review process. Recommendations will be made by staff to City Council based upon the merits of the proposals submitted under the program. For approved applications, staff will monitor construction activities and administer the release of funds, according to the provisions of the program and the approved agreement.

Attachment A
(Amended Infill Incentive District Boundaries)



2023 CHANDLER INFILL INCENTIVE DISTRICT ANALYSIS
Arizona Revised Statutes Criteria

The Arizona Revised Statutes §9-499.10 enables cities and towns to establish infill incentive districts and an infill incentive plan to encourage redevelopment in the district. Infill incentive districts are required to meet at least three of the following conditions:

1. There is a large number of vacant older or dilapidated buildings or structures.
2. There is a large number of vacant or underused parcels of property, obsolete or inappropriate lot or parcel sizes or environmentally contaminated sites.
*****3. There is a large number of buildings or other places where nuisances exist or occur.
*****4. There is an absence of development and investment activity compared to other areas in the city or town.
*****5. There is a high occurrence of crime.
6. There is a continuing decline in population.

The Chandler Infill Incentive District, herein referred to as the Infill District, covers north Chandler, an area that is bordered by the Loop 202 SanTan Freeway on the south and the city limits on the north, east, and west. The Infill District covers approximately 48% of the city's total land area.

*This area meets the following three criteria:

Criterion 3. *There is a large number of buildings or other places where nuisances exist or occur.*

The Chandler City Code §30-20 defines public nuisances as:

> "any condition, thing or act that is injurious to health or safety, an obstruction to the free use of property, or so as to interfere with the comfortable enjoyment of life or property by an entire community or neighborhood, or by a considerable number of persons, or that unlawfully obstructs the free passage or use, in the customary manner, of any stream, public park, square, street or highway."

***** Denotes criteria met by the Chandler Infill Incentive District

Further, the City Code lists examples of public nuisances, including the following tracked by the Code Enforcement officers when they respond to calls:

- Premises not maintained
- Deteriorated building, structures, and fences
- Unsecured vacant or abandoned building
- Graffiti
- Sign code violation
- Litter, trash, debris
- Illegal dumping
- Noxious odors
- Vehicle parked illegally
- Abandoned or inoperable vehicles
- Outside storage
- Personal property in right-of-way
- Alley maintenance
- Overhanging/protruding vegetation
- Overgrown or unmaintained grass/weeds
- Deteriorated landscape area

According to the Code Enforcement Unit of the Neighborhood Resources Division, 6,645 City Code violations have been recorded citywide since January 1, 2023 (as of October 10, 2023). Of those violations, 6,110 (91.9%) were within the Infill District.

Criterion 4. *There is an absence of development and investment activity compared to other areas in the city or town.*

Over the last five years, most residential and commercial development activity has occurred in areas located outside of the Infill District boundaries (south Chandler). To illustrate this point, the following table shows 38.4% of housing unit completions occurred within the Infill District boundaries, compared to 61.6% outside.

Housing Unit Completions (Jan. 1, 2018, to Oct. 10, 2023)

	Infill District	All Other Areas	Citywide
Single-Family	750	2,342	3,091
Multi-Family	2,321	2,368	4,689
Assisted Living	135	425	560
Total	**3,206**	**5,135**	**8,341**

Source: City of Chandler Planning Division

In addition, 33.8% of commercial square footage delivered during the same period occurred within the Infill District boundaries, compared to 66.2% outside.

Commercial Square Footage Delivered (Jan. 1, 2018, to Oct. 10, 2023)

	Infill District	All Other Areas	Citywide
Retail	368,755	269,465	638,220
Office	886,794	1,069,938	1,956,732
Industrial/Flex	1,459,873	3,983,608	5,443,481
Total	**2,715,422**	**5,323,011**	**8,038,433**

Source: CoStar

Criterion 5. *There is a high occurrence of crime.*

Furthermore, the Infill District has experienced more Part I Crimes (those considered most serious) than other areas of the city. This is illustrated in the following table, which shows that 75% of violent crimes and 74% of property crimes since the start of 2023 occurred in the Infill District.

Number of Part I Crimes (Jan. 1, 2023, to Aug. 31, 2023)

		Within Proposed Infill Incentive District		Outside Proposed Infill Incentive District		
		Count	Percent	Count	Percent	Total
Violent Crime	Criminal Homicide	5	63%	3	38%	8
	Rape	39	68%	18	32%	57
	Robbery	34	69%	15	31%	49
	Aggravated Assault	158	79%	43	21%	201
	TOTAL VIOLENT CRIMES	**236**	**75%**	**79**	**25%**	**315**
Property Crime	Burglary	146	67%	71	33%	217
	Larceny - Theft	1,595	75%	543	25%	2,138
	Motor Vehicle Theft	178	79%	47	21%	225
	Arson	5	100%	0	0%	5
	TOTAL PROPERTY CRIMES	**1,924**	**74%**	**661**	**26%**	**2,585**
	GRAND TOTAL	**2,160**	**74%**	**740**	**26%**	**2,900**

Source: City of Chandler Police Department

*Excludes crimes with unknown or missing location

Part I Crime data includes those crime types deemed most egregious by the FBI. The crime types reported here are not all inclusive of crime occurring in the City of Chandler. Further, numbers here are taken from the Chandler Police Department's Uniform Crime Report database that, due to reporting delays, is regularly updated and for this reason may vary from crime data previously reported to the federal government.

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City Council Memorandum Facilities and Fleet Memo No. N/A

Date: November 06, 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: Purchase of HVAC Equipment, Installation, and Services from TD Industries, Johnson Controls, Inc., Daikin Applied Americas, Inc., and Trane U.S. Inc.

Proposed Motion:

Move City Council approve the purchase of Heat, Ventilation, and Cooling (HVAC) equipment, installation, and services, utilizing the Omnia Partners Contract No. R200403, with TDI Industries, Inc.; Contract No. R200402, with Johnson Controls, Inc.; Contract No. R200401, with Daikin Applied Americas, Inc.; and Contract No. 15-JLP-023, with Trane U.S., Inc., in a combined amount not to exceed $985,000.

Background/Discussion:

The Buildings and Facilities Division frequently uses outside vendors for repair and maintenance of Heat, Ventilation, and Cooling (HVAC) equipment. This agreement will provide the City with multiple contractors for scheduled, preventative and emergency HVAC repairs throughout the City. The Buildings and Facilities Division will use this agreement for emergency repairs and/or replacement of packaged units, chillers, boilers, and other related HVAC equipment located throughout the City. This practice will reduce the premature failure of the equipment during peak demand and provide optimum energy efficiency.

In addition, the Public Works and Utilities Department will utilize this agreement for emergency repairs and/or replacement of packaged units, chillers, boilers and other related HVAC equipment at various water, wastewater and solid waste locations.

Evaluation:

Omnia Partners competitively solicited and awarded contracts for HVAC equipment, installation, and services to TD Industries, Inc.; Johnson Controls, Inc.; Daikin Applied Americas, Inc.; and Trane U.S., Inc. The City has an agreement with Omnia Partners that allows for the cooperative use of its contracts. The term of the Omnia Partners contracts is valid through September 30, 2024.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.3210.6210.6BF628	General Government Capital Projects	Existing City Building Renov/Rep	$600,000	Y
605.3830.5410	Water Operating Fund	N/A	$75,000	N
605.3860.5410	Water Operating Fund	N/A	$75,000	N
615.3960.5410	Wastewater Operating	N/A	$150,000	N
612.3960.5219	Reclaimed Water Operating Fund	N/A	$20,000	N
615.3900.5410	Wastewater Operating	N/A	$50,000	N
625.3720.5410	Solid Waste Operating	N/A	$15,000	N

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Community of Innovation

City Council Memorandum Facilities and Fleet Memo No. N/A

Date: November 06, 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: Purchase of Doors, Locking Systems, Door Hardware and Operable Walls from C&I Show Hardware

Proposed Motion:

Move City Council approve the purchase of doors, locking systems, door hardware and operable walls from C&I Show Hardware, utilizing State of Arizona Contract No. CTR047674, in an amount not to exceed $200,000.

Background/Discussion:

The city maintains numerous doors with access control. This agreement will allow C & I Show Hardware to provide maintenance, repairs, installation and hardware for various access-controlled doors including, but not limited to, access card readers, door position switches, proximity sensors, electrified lock sets, door control pads, and operators, as needed in city facilities.

Evaluation:

The State of Arizona competitively solicited and awarded a contract for the purchase of doors, locking systems, door hardware and operable walls. The City has an agreement with the State of Arizona that permits the cooperative use of its contracts. The term of the State of Arizona contract is valid through December 31, 2023.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.3210.6210.6BF628	General Fund Capital Projects	Existing City Building Renov/Rep	$200,000	Y

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City Council Memorandum Facilities and Fleet Memo No. N/A

Date: November 06, 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: Purchase of Exhaust System Cleaning and Maintenance Services

Proposed Motion:

Move City Council approve the purchase of exhaust system cleaning and maintenance services, from KM Facility Services, utilizing City of Phoenix Contract No. CON156401-001, in an amount not to exceed $250,000.

Background/Discussion:

This agreement provides specialized building maintenance services including, but not limited to, HVAC duct cleaning, HVAC coil cleaning, cooling tower cleaning, and evaporative cooler maintenance for City facilities.

Evaluation:

The City of Phoenix competitively solicited and awarded a contract for exhaust system cleaning and maintenance services. The City has an agreement with the City of Phoenix that allows for the cooperative use of its contracts. The term of the City of Phoenix contract is valid through August 31, 2024.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.3210.6210.6BF628	General Government Capital Projects	Existing City Building Renov/Rep	$250,000	Y

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City Council Memorandum Facilities and Fleet Memo No. N/A

Date:	November 06, 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:	Purchase of Energy Management Control System Services

Proposed Motion:

Move City Council approve the purchase of energy management control system services, from Mesa Energy Systems, Inc., utilizing the State of Arizona Contract No. CTR062668, in an amount not to exceed $250,000.

Background/Discussion:

The city currently uses an Energy Management System (EMS) to control the HVAC and lighting in 24 City buildings. This contract will provide for technical programming services, materials, and equipment for the repair and maintenance of the existing control infrastructure on an as-needed basis.

Evaluation:

The State of Arizona competitively solicited and awarded a contract to Mesa Energy Systems, Inc., for energy management control system services. The city has an agreement with the State of Arizona that permits the cooperative use of its contracts. The term of the State of Arizona contract is valid through November 1, 2024.

Fiscal Impact

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

401.3210.6210.6BF628	General Capital Projects Fund	Existing City Building Renov/Rep	$250,000	Y

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City Council Memorandum Facilities and Fleet Memo No. N/A

Date:	November 06, 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:	Purchase of Painting and Related Services

Proposed Motion:

Move City Council approve the purchase of painting and related services, from Ghaster Painting & Coatings, Inc., utilizing the 1GPA Contract No. 23-11PV-04, in an amount not to exceed $395,000.

Background/Discussion:

The city uses paint and drywall services to maintain its buildings. This agreement provides the city with a contractor that will be on call to accommodate various painting, drywall, and texturing services, as needed. By using this agreement, the city will eliminate the need to acquire written quotes each time a service is required. The Buildings and Facilities Division and the Public Works and Utilities Department will utilize the services outlined in this agreement.

Evaluation:

1GPA competitively solicited and awarded a contract for painting and related services. The City of Chandler has an agreement with 1GPA that allows for the cooperative use of its contracts. The term of the 1GPA contract is valid through February 8, 2024.

Fiscal Impact

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

616.3930.5410	Wastewater Industrial Process Treat	N/A	$15,000	N
615.3960.5219	Wastewater Operating	N/A	$100,000	N
615.3970.5219	Wastewater Operating	N/A	$75,000	N
615.3900.5410	Wastewater Operating	N/A	$25,000	N
401.3210.6210.6BF628	General Fund Capital Projects	Existing City Building Renov/Rep	$180,000	Y

CHANDLER arizona
Community of Innovation

City Council Memorandum Facilities and Fleet Memo No. N/A

Date: November 06, 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. FF2-926-4522, Amendment No. 1, for City Facilities Disaster Recovery and Remediation Services

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Proposed Motion:

Move City Council approve Agreement No. FF2-926-4522, Amendment No. 1, with EHS Restoration, LLC, East Valley Disaster Services, Inc., Phoenix Environmental Group, LLC, and Titan Restoration of AZ, LLC, for city facilities disaster recovery and remediation services, in an amount not to exceed $250,000, for the period of one year, beginning December 15, 2023, through December 14, 2024.

Background/Discussion:

This item provides a variety of building and facility disaster recovery and remediation services on an as-needed basis. The Scope of Work includes, but is not limited to, disaster restoration and recovery, asbestos abatement, and microbial remediation. Services may be planned or in response to an emergency event.

Evaluation:

On December 5, 2022, City Council approved an agreement with EHS Restoration, LLC, Phoenix Environmental Group, LLC, and Titan Restoration of AZ, LLC, for city facilities disaster recovery and remediation services, for a one-year period, with the option of up to four one-year extensions. The contractors have agreed to extend for one additional year at the same terms, conditions, and pricing. Staff recommends extension of this Agreement for the term beginning December 15, 2023, through December 14, 2024.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.3210.6210.6BF628	General Government Capital Projects	Existing City Building Renov/Rep	$250,000	Y

Attachments

4522 Amendment 1 EHS Vendor Signed

4522 Amendment 1 EVDS Vendor Signed

4522 Amendment 1 Phoenix Vendor Signed

4522 Amendment 1 Titan Vendor Signed

DocuSign Envelope ID: A02C037C-F027-4602-A997-B1B8F7509B66

City Clerk Document No. _____

City Council Meeting Date: November 9, 2023

AMENDMENT TO CITY OF CHANDLER AGREEMENT
CITY FACILITIES DISASTER RECOVERY AND REMEDIATION
CITY OF CHANDLER AGREEMENT NO. FF2-926-4522

THIS AMENDMENT NO. 1 (Amendment No. 1) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and EHS Restoration, LLC, an Arizona limited liability Company (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 20___ (Effective Date).

RECITALS

WHEREAS, City Council approved the award of multiple Agreements for disaster recovery and remediation services (Agreement); and

WHEREAS, the term of the Agreement was December 15, 2022 through December 14, 2023, with the option of up to four one-year extensions; and

WHEREAS, the City wishes to extend the term of the multiple Agreements for disaster recovery and remediation services in an amount not to exceed $250,000 for the extension term; and

WHEREAS, the Parties wish to exercise the first option through this Amendment No. 1 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, Period of Service is amended to read as follows: The term of the Agreement is extended for a one-year period December 15, 2023 through December 14, 2024.

3. 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. 1 and the Agreement, the terms and conditions in this Amendment No. 1 prevail and control.

DocuSign Envelope ID: A02C037C-F027-4602-A997-B1B8F7509B66

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: Keith Pomonis

Its: President

APPROVED AS TO FORM:

By: _____
City Attorney JWD

ATTEST:

By: _____
City Clerk

DocuSign

Certificate Of Completion

Envelope Id: A02C037CF0274602A997B1B8F7509B66
Subject: Complete with DocuSign: 4522 Amendment 1 EHS.pdf
EDMS Application: CC-AGRMTS
Source Envelope:
Document Pages: 2
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Arizona

Signatures: 1
Initials: 0

Status: Sent

Envelope Originator:
Saranna Davidson
PO Box 4008
Chandler, 85244
Saranna.Davidson@chandleraz.gov
IP Address: 198.241.2.1

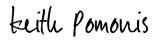
Record Tracking

Status: Original
10/17/2023 | 10:45 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Saranna Davidson
Saranna.Davidson@chandleraz.gov
Pool: StateLocal
Pool: City of Chandler

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
Keith Pomonis keith@ehsrestoration.com President Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 98.163.140.190	Sent: 10/17/2023 | 10:57 AM Viewed: 10/17/2023 | 11:04 AM Signed: 10/17/2023 | 11:04 AM
Electronic Record and Signature Disclosure: Accepted: 10/17/2023 | 11:04 AM ID: 2657b955-c4f0-440b-9a2f-ce61dab0a04f		
Victoria Roedig victoria.roedig@chandleraz.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 5/12/2021 | 04:29 PM ID: e8bc7d1d-9904-45bf-a2f0-f2704816bee9		
Daniel Brown Daniel.Brown@chandleraz.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 7/1/2021 | 08:17 AM ID: 563d172a-e614-4b9b-b2a1-61a0afc8280a		
Kevin Hartke kevin.hartke@chandleraz.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 6/28/2021 | 11:17 AM ID: 2531f230-027c-41f7-9166-1189df6a8c8f		
Dana DeLong Dana.DeLong@chandleraz.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 6/28/2021 | 01:03 PM ID: e796186e-c533-4a41-978c-34d69e29778a		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Victoria Roedig victoria.roedig@chandleraz.gov Carahsoft OBO City of Chandler Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/12/2021 | 04:29 PM ID: e8bc7d1d-9904-45bf-a2f0-f2704816bee9		Sent: 10/17/2023 | 11:04 AM

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Rosenda Contreras Rosenda.Contreras@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/30/2022 | 01:24 PM ID: fd43dfe1-51e8-4292-b795-54e27b662b8e		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/17/2023 | 10:57 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Chandler (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Chandler:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: esignature@chandleraz.gov

To advise City of Chandler of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@chandleraz.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Chandler

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to esignature@chandleraz.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Chandler

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to esignature@chandleraz.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Chandler as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Chandler during the course of your relationship with City of Chandler.

DocuSign Envelope ID: 36B7C112-5280-4E34-A5FC-B7C818ED7FF4

City Clerk Document No. _____

City Council Meeting Date: November 9, 2023

AMENDMENT TO CITY OF CHANDLER AGREEMENT
CITY FACILITIES DISASTER RECOVERY AND REMEDIATION
CITY OF CHANDLER AGREEMENT NO. FF2-926-4522

THIS AMENDMENT NO. 1 (Amendment No. 1) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and East Valley Disaster Services, Inc., an Arizona corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 20___ (Effective Date).

RECITALS

WHEREAS, City Council approved the award of multiple Agreements for disaster recovery and remediation services (Agreement); and

WHEREAS, the term of the Agreement was December 15, 2022 through December 14, 2023, with the option of up to four one-year extensions; and

WHEREAS, the City wishes to extend the term of the multiple Agreements for disaster recovery and remediation services in an amount not to exceed $250,000 for the extension term; and

WHEREAS, the Parties wish to exercise the first option through this Amendment No. 1 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, Period of Service is amended to read as follows: The term of the Agreement is extended for a one-year period December 15, 2023 through December 14, 2024.

3. 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. 1 and the Agreement, the terms and conditions in this Amendment No. 1 prevail and control.

DocuSign Envelope ID: 36B7C112-5280-4E34-A5FC-B7C818ED7FF4

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: Joshua Gonzales

Its: President

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

DocuSign

Certificate Of Completion

Envelope Id: 36B7C11252804E34A5FCB7C818ED7FF4
Subject: Complete with DocuSign: 4522 Amendment 1 EVDS.pdf
EDMS Application: CC-AGRMTS
Source Envelope:
Document Pages: 2
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Arizona

Signatures: 1
Initials: 0

Status: Sent

Envelope Originator:
Saranna Davidson
PO Box 4008
Chandler, 85244
Saranna.Davidson@chandleraz.gov
IP Address: 198.241.2.1

Record Tracking

Status: Original
10/17/2023 | 10:58 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Saranna Davidson
Saranna.Davidson@chandleraz.gov
Pool: StateLocal
Pool: City of Chandler

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
Joshua Gonzales Joshua@evds.co President Security Level: Email, Account Authentication (None)	Joshua Gonzales Signature Adoption: Pre-selected Style Using IP Address: 24.248.5.50	Sent: 10/17/2023 | 01:22 PM Viewed: 10/17/2023 | 01:23 PM Signed: 10/17/2023 | 01:24 PM
Electronic Record and Signature Disclosure: Accepted: 10/17/2023 | 01:23 PM ID: f573ea10-95d0-4ebb-844c-d059d0c63a00		
Victoria Roedig victoria.roedig@chandleraz.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 5/12/2021 | 04:29 PM ID: e8bc7d1d-9904-45bf-a2f0-f2704816bee9		
Daniel Brown Daniel.Brown@chandleraz.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 7/1/2021 | 08:17 AM ID: 563d172a-e614-4b9b-b2a1-61a0afc8280a		
Kevin Hartke kevin.hartke@chandleraz.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 6/28/2021 | 11:17 AM ID: 2531f230-027c-41f7-9166-1189df6a8c8f		
Dana DeLong Dana.DeLong@chandleraz.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 6/28/2021 | 01:03 PM ID: e796186e-c533-4a41-978c-34d69e29778a		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Victoria Roedig victoria.roedig@chandleraz.gov Carahsoft OBO City of Chandler Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/12/2021 | 04:29 PM ID: e8bc7d1d-9904-45bf-a2f0-f2704816bee9		Sent: 10/17/2023 | 01:24 PM

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Vessa Roberts Vessa@evds.co Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/1/2022 | 12:54 PM ID: af6c1086-b563-4603-a8e2-51429f578d2a	COPIED	Sent: 10/17/2023 | 01:22 PM Viewed: 10/17/2023 | 01:23 PM
Rosenda Contreras Rosenda.Contreras@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/30/2022 | 01:24 PM ID: fd43dfe1-51e8-4292-b795-54e27b662b8e		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/17/2023 | 11:03 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Chandler (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Chandler:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: esignature@chandleraz.gov

To advise City of Chandler of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@chandleraz.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Chandler

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to esignature@chandleraz.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Chandler

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to esignature@chandleraz.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Chandler as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Chandler during the course of your relationship with City of Chandler.

DocuSign Envelope ID: BA52DB2A-088B-4A67-A818-9A3206C7AB32

City Clerk Document No. _____

City Council Meeting Date: November 9, 2023

AMENDMENT TO CITY OF CHANDLER AGREEMENT
CITY FACILITIES DISASTER RECOVERY AND REMEDIATION
CITY OF CHANDLER AGREEMENT NO. FF2-926-4522

THIS AMENDMENT NO. 1 (Amendment No. 1) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Phoenix Environmental Group, LLC an Arizona corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 20___ (Effective Date).

RECITALS

WHEREAS, City Council approved the award of multiple Agreements for disaster recovery and remediation services (Agreement); and

WHEREAS, the term of the Agreement was December 15, 2022 through December 14, 2023, with the option of up to four one-year extensions; and

WHEREAS, the City wishes to extend the term of the multiple Agreements for disaster recovery and remediation services in an amount not to exceed $250,000 for the extension term; and

WHEREAS, the Parties wish to exercise the first option through this Amendment No. 1 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, Period of Service is amended to read as follows: The term of the Agreement is extended for a one-year period December 15, 2023 through December 14, 2024.

3. 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. 1 and the Agreement, the terms and conditions in this Amendment No. 1 prevail and control.

DocuSign Envelope ID: BA52DB2A-088B-4A67-A818-9A3206C7AB32

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: Chad VanMoorleham

Its: President

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

DocuSign

Certificate Of Completion

Envelope Id: BA52DB2A088B4A67A8189A3206C7AB32
Subject: Complete with DocuSign: 4522 Amendment 1 Phoenix.pdf
EDMS Application: CC-AGRMTS
Source Envelope:
Document Pages: 2
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Arizona

Signatures: 1
Initials: 0

Status: Sent

Envelope Originator:
Saranna Davidson
PO Box 4008
Chandler, 85244
Saranna.Davidson@chandleraz.gov
IP Address: 198.241.2.1

Record Tracking

Status: Original
10/17/2023 | 11:03 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Saranna Davidson
Saranna.Davidson@chandleraz.gov
Pool: StateLocal
Pool: City of Chandler

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
Chad VanMoorlehem chad@phxenv.com President Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/17/2023 | 11:50 AM ID: da16dbf3-e3e5-4cdd-8ade-04b5daa7d4d9	Chad VanMoorlehem Signature Adoption: Pre-selected Style Using IP Address: 174.240.21.82 Signed using mobile	Sent: 10/17/2023 | 11:14 AM Viewed: 10/17/2023 | 11:50 AM Signed: 10/17/2023 | 11:51 AM
Victoria Roedig victoria.roedig@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/12/2021 | 04:29 PM ID: e8bc7d1d-9904-45bf-a2f0-f2704816bee9		
Daniel Brown Daniel.Brown@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/1/2021 | 08:17 AM ID: 563d172a-e614-4b9b-b2a1-61a0afc8280a		
Kevin Hartke kevin.hartke@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/28/2021 | 11:17 AM ID: 2531f230-027c-41f7-9166-1189df6a8c8f		
Dana DeLong Dana.DeLong@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**		

Signer Events	Signature	Timestamp
Accepted: 6/28/2021 | 01:03 PM ID: e796186e-c533-4a41-978c-34d69e29778a		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Victoria Roedig victoria.roedig@chandleraz.gov Carahsoft OBO City of Chandler Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/12/2021 | 04:29 PM ID: e8bc7d1d-9904-45bf-a2f0-f2704816bee9		Sent: 10/17/2023 | 11:51 AM

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Rosenda Contreras Rosenda.Contreras@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/30/2022 | 01:24 PM ID: fd43dfe1-51e8-4292-b795-54e27b662b8e		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/17/2023 | 11:14 AM

Payment Events	Status	Timestamps

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All notices and disclosures will be sent to you electronically

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To contact us by email send messages to: esignature@chandleraz.gov

To advise City of Chandler of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@chandleraz.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Chandler

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To withdraw your consent with City of Chandler

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to esignature@chandleraz.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Chandler as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Chandler during the course of your relationship with City of Chandler.

DocuSign Envelope ID: EE52BC34-455C-400A-BA70-DC71530B175C

City Clerk Document No. _____

City Council Meeting Date: November 9, 2023

AMENDMENT TO CITY OF CHANDLER AGREEMENT
CITY FACILITIES DISASTER RECOVERY AND REMEDIATION
CITY OF CHANDLER AGREEMENT NO. FF2-926-4522

THIS AMENDMENT NO. 1 (Amendment No. 1) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Titan Restoration of AZ, LLC, an Arizona limited liability company (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 20___ (Effective Date).

RECITALS

WHEREAS, City Council approved the award of multiple Agreements for disaster recovery and remediation services (Agreement); and

WHEREAS, the term of the Agreement was December 15, 2022 through December 14, 2023, with the option of up to four one-year extensions; and

WHEREAS, the City wishes to extend the term of the multiple Agreements for disaster recovery and remediation services in an amount not to exceed $250,000 for the extension term; and

WHEREAS, the Parties wish to exercise the first option through this Amendment No. 1 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, Period of Service is amended to read as follows: The term of the Agreement is extended for a one-year period December 15, 2023 through December 14, 2024.

3. 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. 1 and the Agreement, the terms and conditions in this Amendment No. 1 prevail and control.

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IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: Kaleb Hirelkeld

Its: Director of Risk Response

APPROVED AS TO FORM:

By: _____
City Attorney JMB

ATTEST:

By: _____
City Clerk

DocuSign

Certificate Of Completion

Envelope Id: EE52BC34455C400ABA70DC71530B175C
Status: Sent
Subject: Complete with DocuSign: 4522 Amendment 1 Titan.pdf
EDMS Application: CC-AGRMTS
Source Envelope:
Document Pages: 2
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 0
Saranna Davidson
AutoNav: Enabled
PO Box 4008
EnvelopeId Stamping: Enabled
Chandler, 85244
Time Zone: (UTC-07:00) Arizona
Saranna.Davidson@chandleraz.gov
IP Address: 198.241.2.1

Record Tracking

Status: Original
10/17/2023 | 11:14 AM
Holder: Saranna Davidson
Saranna.Davidson@chandleraz.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: City of Chandler
Location: DocuSign

Signer Events	Signature	Timestamp
Kaleb Threlkeld kaleb@titan911.com Director of Risk Response Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 174.205.226.21 Signed using mobile	Sent: 10/17/2023 | 11:19 AM Resent: 10/18/2023 | 10:59 AM Viewed: 10/18/2023 | 12:04 PM Signed: 10/18/2023 | 12:04 PM
Electronic Record and Signature Disclosure: Accepted: 10/18/2023 | 12:04 PM ID: 6d9bc2a6-54a1-43ec-b145-fa7bbe5bf384		
Victoria Roedig victoria.roedig@chandleraz.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 5/12/2021 | 04:29 PM ID: e8bc7d1d-9904-45bf-a2f0-f2704816bee9		
Daniel Brown Daniel.Brown@chandleraz.gov Security Level: Email, Account Authentication (None)		
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Kevin Hartke kevin.hartke@chandleraz.gov Security Level: Email, Account Authentication (None)		
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Dana DeLong Dana.DeLong@chandleraz.gov Security Level: Email, Account Authentication (None)		
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Signer Events	Signature	Timestamp
Accepted: 6/28/2021 | 01:03 PM ID: e796186e-c533-4a41-978c-34d69e29778a		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Victoria Roedig victoria.roedig@chandleraz.gov Carahsoft OBO City of Chandler Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/12/2021 | 04:29 PM ID: e8bc7d1d-9904-45bf-a2f0-f2704816bee9		Sent: 10/18/2023 | 12:04 PM

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Rosenda Contreras Rosenda.Contreras@chandleraz.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/30/2022 | 01:24 PM ID: fd43dfe1-51e8-4292-b795-54e27b662b8e		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/17/2023 | 11:19 AM

Payment Events	Status	Timestamps

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ii. send us an email to esignature@chandleraz.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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City Council Memorandum Fire Memo No.

Date: November 06, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Thomas Dwiggins, Fire Chief
From: Haley Bartosik, Senior Management Analyst
Subject: Resolution No. 5742 Adopting an Educational Service Agreement between the City of Chandler and Maricopa County Community College District for Chandler Fire Department Instructors to Offer College Credit to Chandler Fire Department Paramedic Students for College Courses

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Proposed Motion:

Move City Council pass and adopt Resolution No. 5742, authorizing the Chandler Fire Department (CFD) to enter into an Educational Services Agreement with Maricopa County Community College District (MCCCD) to offer college credit to CFD Paramedic students for college courses, and authorizing the City Manager, or designee, to perform all necessary provisions of the agreement.

Background:

CFD has been pursuing accreditation in order to become its own Paramedic School and anticipates that accreditation will be officially awarded by the end of the calendar year. Per the Paramedic education accreditation requirements set forth by the Committee on Accreditation of Educational Programs for the Emergency Medical Services Professions (CoAEMSP), CFD must maintain a partnership with an educational agency in order to meet accreditation requirements and offer college credit to Paramedic students within the program. CFD maintains a current agreement with MCCCD for these services that is set to expire at the end of the calendar year.

Under this agreement, CFD's Paramedic students will be taught by CFD's instructors, receive college credit for courses, and be granted full use of MCCCD facilities and educational resources. Students will also have the opportunity to

receive college credit for other courses taught by CFD's instructors through internal fire academies and professional development courses. The agreement presents no financial implications to Paramedic students or CFD, is effective upon the completion of authorized signatures, and is valid through December 31, 2028.

Financial Implications:

No funds will be exchanged between the City of Chandler and the MCCCD. Instead, MCCCD will invoice CFD for the appropriate in-state tuition and CFD will invoice MCCCD for each course taught. The amount invoiced by both parties will be equal, thus there will be no financial implications for either party.

Attachments

Resolution 5742

MCCCD Educational Services Agreement

RESOLUTION NO. 5742

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AN EDUCATIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CHANDLER AND THE MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT REGARDING TRAINING AND COURSES PROVIDED BY THE CHANDLER FIRE DEPARTMENT AND ELIGIBILITY FOR COLLEGE CREDIT.

WHEREAS, the Educational Services Agreement previously entered into by the City of Chandler ("City") and the Maricopa County Community College District ("MCCCD") is set to expire on December 30, 2023; and

WHEREAS, City and MCCCD wish to enter into a new Educational Services Agreement to continue providing college credit to students who successfully complete courses under the terms specified in the proposed Educational Services Agreement; and

WHEREAS, MCCCD desires to collaborate with the City of Chandler Fire Department to conduct educational programs, including the Chandler Fire Department Fire Academy, Engineer Development Course, Captain Development Course, and the Paramedic Program, to train qualified individuals for certification and provide college credit without cost.

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

Section 1. Approving the Educational Services Agreement between the City of Chandler and the Maricopa County Community College District.

Section 2. Authorizing the City Manager, or his designee, to execute the Educational Services Agreement on behalf of the City of Chandler.

Section 3. Authorizing city staff to perform all acts necessary to give effect to this Resolution and comply with the terms of the Educational Services Agreement.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of November, 2023.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the foregoing Resolution No. 5742 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of November, 2023 and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

MARICOPA COUNTY COMMUNITY COLLEGES

MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
2411 West 14th Street, Tempe, AZ 85281–6942

EDUCATIONAL SERVICES AGREEMENT

Credit Courses (Wash and Non-Wash)

This Educational Services Agreement for Credit Courses (Wash and Non-Wash) ("Agreement") is between Maricopa County Community College District ("MCCCD"), a political subdivision of the State of Arizona for **PHOENIX COLLEGE** ("College"), and **CITY OF CHANDLER BY AND THROUGH ITS CHANDLER FIRE DEPARTMENT** ("Contractor"), an Arizona municipal corporation, located at **151 E. BOSTON ST., CHANDLER, AZ 85225**, for the provision of certain educational services within the State of Arizona.

BACKGROUND

A. Contractor is a business or non-profit organization whose primary business is described as follows: **municipal fire department**. As part of its business, but not as its primary business, Contractor provides training. Contractor wishes to teach some of College's courses to its:

☒ Employees ☒ Members[1] ☒ Non-Members[2] ☐ Apprentices[3]

B. Contractor and College desire to enter into a mutually beneficial agreement for the delivery of some of College's credit courses ("Courses"). College will provide those who successfully complete the Courses ("Students") with college credit under the terms specified in this Agreement.

AGREEMENT

The parties agree as follows:

1. **Duration**. This Agreement will be effective on the date that authorized representatives of both parties have signed it, and will expire on **DECEMBER 31, 2028** unless terminated under Paragraph 5, or renewed through a written amendment issued pursuant to Paragraph 12.

2. **Contractor Responsibilities. [Check only one option.]**

2.1. ☐ Option A: College will provide instructors for the Courses. (If College pays Contractor employees directly as MCCCD employees to teach the Courses, then this is the appropriate option to check.)

☒ Option B: Contractor will provide instructors for the Courses. The instructors directly teaching in the classroom will at all times during this Agreement meet the standards established by MCCCD for its faculty teaching the same curriculum. Instructors as well as Contractor staff who have access to the Students' educational records as defined in Paragraph 2.4 or to MCCCD's technology systems as specified in Paragraph 3.3 will be considered Persons of Interest under MCCCD's security and privacy administrative regulations.[4] Instructors under this option will not be considered adjunct faculty for the College, and will not be entitled to any of the financial benefits to which adjunct faculty are entitled. However, instructors may participate in training and other activities that College provides for its adjunct faculty-employees. An instructor's participation in these activities will not alter his or her status as an employee of the Contractor or the coverage of Contractor's Worker's Compensation

[1] See limitation in Paragraph 4.3.1.
[2] See limitation in Paragraph 4.3.1.
[3] Apprenticeship programs are limited to GateWay Community College.
[4] See Administrative Regulations 4.22 through 4.24 at: https://district.maricopa.edu/regulations/admin-regs/section-4

insurance coverage for these activities of the instructor. Instructional services under this Agreement will be referred to as "Instructional Services."

2.2. ☒ Option A: Contractor will locate the site for the Courses in facilities that are appropriate to the needs of specific programs and the College's standards.

☐ Option B: The Courses will be taught by the party identified in Paragraph 2.1 at College's facilities.

2.3. College will be responsible for registering students for the Courses.

2.4. If Contractor is teaching the Courses, the federal Family Educational Rights and Privacy Act of 1974 as amended ("FERPA"), applies and Contractor is required to comply with it in all respects concerning the Students in the Courses. Contractor will not provide Student roster lists, or any Student educational records such as grades and Social Security numbers, about those Students to any person unless the Student expressly authorizes MCCCD or the College to disclose such information. Contractor will promptly notify MCCCD at protectprivacy@maricopa.edu if it has reason to believe that an unauthorized disclosure of Students' educational records has occurred. Contractor acknowledges that MCCCD must designate it as an "other school official" under FERPA. Contractor will limit its employees' access to the records to those persons for whom access is essential to the performance of this Agreement. In accordance with the FERPA, Contractor will safeguard those records from improper disclosure. Furthermore, Contractor will not disclose those records without the prior written authorization of the Student and/or the parent of a Student who is a minor permitting MCCCD and Contractor to release the information according to the authorization.

2.5. If Contractor is teaching the Courses, Contractor will advise each instructor, before teaching any Course covered by this Agreement, about the requirements of this Agreement, and particularly those set forth in Paragraph 2.4.

2.6. If Contractor is teaching the Courses, its instructors will grade Students according to standards and policies of MCCCD and College.

3. Evaluation of Curriculum and Instructional Services.

3.1. College will re-evaluate Contractor's curriculum and, if applicable, Instructional Services on an on-going basis to assure that they each meet the criteria for receiving College credit. For purposes of accreditation, all curriculum and Instructional Services are under the control of College.

3.2. If Contractor is teaching the Courses, College has designated a person at the College to be the contact person. That person is: **GLENN TRAINOR, PARAMEDICINE PROGRAM DIRECTOR, 1202 W. THOMAS ROAD, PHOENIX, AZ 85013, GLENN.TRAINOR@PHOENIXCOLLEGE.EDU**

3.3. If Contractor is teaching the Courses, College will provide Contractor instructors and Contractor staff, as appropriate, with MCCCD enterprise identification and Student Information System numbers so that they may access the Faculty Center of MCCCD's Student Information System for the limited purposes of inputting student grades, withdrawals, or incompletes. Contractor instructors will not have access to any other student education record or other Confidential Information, as defined in Paragraph 17.

3.4. **Contractor instructors or staff ☐ will ☒ will not have access to MCCCD's technology systems beyond that described in Paragraph 3.3 If those persons will have greater access than that described in Paragraph 3.3, they or the Contractor may be required to sign a security and privacy amendment to this Agreement. Please describe the access that they will have:**

3.5. **Contractor's Instructional Services may not be subcontracted.**

4. Billing for Tuition, Facilities and Instructional Services.

4.1. Applicable Tuition and Fee Charges. For each Student enrolled in a Course, College will charge all tuition and applicable fees according to MCCCD's current approved Tuition and Fee Schedule. The tuition and fee schedule is subject to change annually on July 1 of each year. Contractor may not require Students to pay Contractor any additional amounts for tuition and fees other than those noted on MCCCD's current approved Tuition and Fee Schedule. The tuition and fees payable are:

4.1.1. Tuition for each Course based on enrollment at the appropriate current tuition rate, determined by residency, per semester hour;

4.1.2. A registration fee;

4.1.3. Course fees as appropriate; and

4.1.4. Book fees as appropriate.

4.2 Payments Between the Parties. [Check only one option.]

☐ Option A (Funds Exchanged): Contractor or Student will pay all appropriate tuition and fees to College.

If applicable, College will pay Contractor the amount of $0.00 for providing the following services, which includes Instructional Services (collectively, "Services"): .

If applicable, Contractor will invoice College and College will pay for the use of Contractor's facilities for the Courses as follows: .

☒ Option B (No Funds Exchanged): College will invoice Contractor for the appropriate in-state or out-of-state tuition rate. Contractor will invoice College for each Course for facilities rental and Services. The amount invoiced by the Contractor will equal the amount of the appropriate in-state tuition rate and fees for that course. **Contractor or Student will pay College for any out-of-state tuition where applicable.**

4.3 Additional Charges of Contractor.

4.3.1 If Contractor is a non-profit membership organization offering the Courses under this Agreement primarily to its members, it may offer the Courses to non-members and charge an additional reasonable administrative fee to those non-member students so long as most of the students in the Courses under this Agreement continue to be employees or its members. MCCCD is required to specify this limitation in this Agreement due to legal requirements relating to its statutory authorization.

4.3.2 In addition to tuition and fees, Contractor may purchase books and supplies for the Students in the Courses and include the cost of those items as a charge to the Students.

5. Termination.

5.1. Either party may terminate this Agreement by giving a 30-day written notice of intent to terminate to the other party. Termination will not be effective until all the Courses in process on the date the notice is given have been completed.

5.2. MCCCD and College may terminate this Agreement under ARS § 38-511 for a conflict of interest.

6. Indemnification.

6.1. Non-Public Entities. To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless MCCCD, its agents, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from breach of a material term of this Agreement, or from negligent or intentional acts, or omissions of the Contractor, its agents, employees, or any tier of its subcontractors in the performance of this

Agreement. If applicable, Contractor will also indemnify, defend, and hold harmless MCCCD and its officers, officials, employees and agents against any claim (including but not limited to attorney fees and court costs) that their authorized use of Contractor's services under this Agreement violates the claimant's property rights. The amount and type of insurance coverage requirements of this Agreement will in no way be construed as limiting the scope of indemnification in this Paragraph. All claims, damages, losses and expenses that arise from the operations of the Contractor as described in this Agreement, are the sole responsibility of the Contractor and this indemnification provision shall apply.

6.2. **Public Entities.** Each party (as 'indemnitor') agrees to defend, indemnify, 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 or 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.

7. **Insurance Applicable Only to Non-Public Entities.** It the Contractor is **not** a public entity, Contractor shall maintain during the term of this Agreement insurance policies described below issued by companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an A.M. Best rating of A-VIII or better. Before the start of the Agreement, Contractor will furnish to the college with certificates of insurance evidencing coverage, conditions, and limits required by this Agreement at the following address to:

Health Care Education | ATTN: Robert Franciosi
2411 West 14th Street, | Tempe, AZ 85281 | or by email to: robert.franciosi@domail.maricopa.edu

The insurance policies, except Worker's Compensation must be endorsed as required by this written Agreement to name Maricopa Community Colleges, its agents, officers, officials, employees, and volunteers as additional insureds with the following language or its equivalent:

Maricopa County Community College District, its agents, officers, officials, employees, and volunteers are hereby named as additional insureds as their interest may appear.

The insurance policies shall contain a waiver of subrogation endorsement, as required by this written Agreement, in favor of Maricopa County Community College District, its agents, officers, officials, employees, and volunteers for losses arising from work performed by or on behalf of the Contractor.

Each insurance policy required by the insurance requirements of this contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given to the College Representative, except when cancellation is for non-payment of premium; then ten (10) days' prior notice may be given. Such notice should be sent directly to College Representative. If any insurance company refuses to provide the required notices, the Contractor or its insurance broker shall notify the College Representative of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurer's notification to that effect. The Contractor's insurance must be primary, and any insurance or self-insurance maintained by MCCCD will not contribute to it. If any part of the Contract is subcontracted, these insurance requirements also apply to all subcontractors.

Any modification or variation of the insurance requirements in this Agreement shall be made by the MCCCD Risk Management Department, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

A. **Commercial General Liability (CGL) – Occurrence Form**
Policy shall include bodily injury, property damage, and broad form contractual liability coverage, including but not limited to, the liability assumed under the indemnification provisions of this Contract.
- General Aggregate $2,000,000

- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Damage to Rented Property $50,000[5]
- Each Occurrence $1,000,000

B. **If applicable, Commercial Auto Liability** insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to the Contractor's owned, hired, and non-owned vehicles.

C. **If applicable, Worker's Compensation** insurance with limits statutorily required by an Federal or state law and **Employer's Liability** insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.

8. **Nondiscrimination.** The Contractor will comply with all applicable state and federal law, rules, regulations and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. If applicable, the Contractor will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, age, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national original, protected veteran status or disability.

9. **Disability Guidelines.** If applicable to the work of the Contractor under this Agreement, Contractor warrants that it complies with Arizona and federal disabilities laws and regulations. Contractor warrants that the products or services to be provided under this Agreement comply with the accessibility requirements of the Americans with Disabilities Act of 1990, as amended (42 USC § 12101 et seq.) and its implementing regulations set forth at Title 28, CFR Parts 35 and 36, Section 508 of the Rehabilitation Act of 1973, as amended (29 USC § 794d) and its implementing regulations set forth at Title 36, CFR Part 1194; and maintain, if applicable, Web Content Accessibility Guidelines 2.0 at Level AA (WCAG 2.0 AA). Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor must provide, on request, accessibility testing results and written documentation verifying accessibility. Contractor further agrees to indemnify and hold harmless MCCCD from any claims arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach and be grounds for termination of this Agreement.

10. **Governing Law.** This Agreement will be governed by the laws of the State of Arizona. Nothing in this Agreement waives MCCCD's sovereign immunity.

11. **Funds Unavailable.** MCCCD may terminate this Agreement, without penalty, if its Governing Board fails to appropriate funds in subsequent fiscal years to support the program that is the subject of this Agreement. MCCCD shall give District prompt written notice after it knows that funding will not be available.

12. **Amendment.** The parties may amend this Agreement only through a written amendment signed by representatives of each party who are authorized to sign contracts.

13. **Use of MCCCD/College Logo or Name.** Contractor may only use MCCCD's or the College's name or logo for the courses subject to this Agreement and only with the prior written approval of MCCCD or College.

14. **Contractor Professionalism.**

[5] Limit can change depending on the type of risk.

14.1. Contractor will, at all times during this Contract, provide the Services under this Agreement within the highest standards of its profession.

14.2. Contractor certifies and warrants that the Services it provides under this Agreement comply with all applicable laws, regulations and policies, and with this Agreement.

15. Independent Contractor Certification. By signing this Agreement, Contractor certifies that it is an independent contractor. Contractor's employees or contractors will not, at any time, be employees or contractors of MCCCD or the College. Contractor will be solely responsible for paying all applicable taxes and other governmental charges relating to its employees and contractors.

16. Legal Worker Requirements. To the extent applicable under ARS § 41-4401, Contractor verifies that it checks the employment eligibility through the e-verify program of any employee it hires, and complies with federal immigration laws and regulations relating to their employees. As required by ARS § 41-4401, MCCCD advises that it is a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement; and that the law provides other rights to MCCCD to ensure compliance.

17. Confidential Information Defined. Confidential Information is any available data or information in all forms collected, stored, or maintained that encompasses information that is personal to our uniquely identifies students, employees, agents or other MCCCD constituents, including but not limited to information that is protected by law or regulation. Confidential information includes, but is not limited to, social security numbers, student records, student financial records (regarding students, their parents, or sponsors), financial, credit, payment card and personal information regarding MCCCD employees and students, protected health information , and other personally identifying information. In addition, Confidential Information includes data and other information that is proprietary to or developed by MCCCD such as institutional financial and performance records.

18. Obligations to Protect Confidential Information and Other Assets.

18.1. Contractor agrees that Confidential Information provided to it or to which it may have access under this Agreement will be used only and exclusively to support performance of this Agreement and not for any other purpose.

18.2. Contractor's instructors, employees, or agents who have access to MCCCD's network, facilities, data, or Confidential Information (collectively, "MCCCD Assets") may not have access until they have received MCCCD's privacy and security training.

18.3. At all times during this Agreement, Contractor will maintain appropriate administrative, technical and physical safeguards to protect the security and privacy of the Confidential Information. Contractor will supply the appropriate MCCCD representative with copies of those policies and plans upon request.

18.4. Contractor will maintain personnel policies that appropriately check the backgrounds of its employees who will be providing Services. Contractor will supply the appropriate MCCCD representative with copies of those policies upon request.

18.5. Contractor will inform MCCCD by sending an e-mail to protectprivacy@maricopa.edu immediately, and in no event later than within one (1) business day if Contractor and/or its employees, instructors, or agent(s) have reason to believe that an actual or suspected security incident or any other circumstance has occurred in which MCCCD may be required to perform a risk assessment and/or provide a notification under applicable law, such as a breach. "Security incident" means the unauthorized access to and/or misappropriation of Confidential Information. Contractor will provide as many details as it has available in the notice about the nature of matter and will update MCCCD as more information becomes available.

18.6. Contractor will be financially responsible for the costs related to any security incident, breach or risk assessment caused by the inappropriate disclosure of Confidential Information by its employees, staff, directors or agents including but not limited to drafting and mailing of notifications; call center services, forensic investigation services, and credit monitoring.

18.7. If Contractor, its employees, or any tier of Contractor's agent(s) in the performance of this Agreement maintains Confidential Information on its technology, Contractor warrants and confirms that the maintenance of that information will meet applicable legal and industry security standards, including qualifying for "safe harbor" rules under applicable data breach laws.

18.8. MCCCD owns all of the records and data of which Contractor may have custody on MCCCD's behalf including Confidential Information. Contractor will not disclose, use, destroy, transfer or otherwise manage those records and data except as provided in this Agreement or, if this Agreement is silent, without the express written approval of an authorized MCCCD representative. Contractor will work with MCCCD to transfer all of MCCCD's records and data to MCCCD on the termination or expiration of this Agreement. Regarding Confidential Information, Contractor will return that information or securely destroyed it promptly as directed by MCCCD without retaining any copies thereof, with any destruction confirmed in writing by the Contractor, except to the extent copies are required by law to remain with or.

18.9. Contractor agrees to provide MCCCD access to MCCCD records and data including Confidential Information that Contractor holds or uses on behalf of MCCCD upon written request of MCCCD with reasonable advance notice.

18.10. Contractor agrees to maintain, and provide to MCCCD if requested, a record or when and to whom Confidential Information is disclosed.

MCCCD
MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT
for its Colleges and Skill Centers

Signature: James H. Curtin

James Curtin
Associate General Counsel, Senior

Date: 09/20/2023

CONTRACTOR
CITY OF CHANDLER, an Arizona municipal corporation, for its Chandler Fire Department

Signature:

Joshua H. Wright
City Manager

Date:

Address:

Email:

OTHER APPROVALS (if necessary)

Signature:

Date:

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CHANDLER arizona
Community of Innovation

City Council Memorandum Fire Memo No.

Date: November 06, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Thomas Dwiggins, Fire Chief
From: Haley Bartosik, Senior Management Analyst
Subject: Resolution No. 5741 Authorizing a Grant Agreement with the Governor's Office of Highway Safety to Continue the Child Safety Seat Clinic Program

Proposed Motion:

Move City Council pass and adopt Resolution No. 5741 approving a Grant Agreement with the Governor's Office of Highway Safety for the Federal Fiscal Year (FFY) 2024 award in the area of Occupant Protection, to continue the Child Safety Seat Clinic Program, in the amount of $37,089.

Background:

The Chandler Fire Department (CFD) has been awarded a Governor's Office of Highway Safety Grant, in the area of Occupant Protection, in the amount of $37,089. The grant was requested to continue funding for the Child Safety Seat Clinics program for the period of October 1, 2023, to September 30, 2024. The program will offer 24 child safety seat (CSS) inspection clinics and distribute up to 105 child safety seats to families in need. Clinics will be held at the Public Safety Training Center. CFD's child passenger safety technicians (CPST) will also participate in regional events sponsored by SafeKids, the Governor's Office of Highway Safety, and/or in conjunction with community-wide events in Chandler. All CSS inspections and installations will be provided by CFD personnel with CPST certification. CFD will cover the costs of technician certification.

The program also includes a public education component in which each parent or caregiver will be provided hands-on instruction regarding the proper installation of child safety seats. Printed materials will be given to families at each clinic and will cover the correct usage of CSS, child safety in and around vehicles, passenger

safety for all family members, the “Buckle Up, Baby” hotline, and the Children Are Priceless Passengers (CAPP) program. Materials will be available in both English and Spanish, when possible.

Financial Implications:

This reimbursable grant does not require matching funds.

Attachments

Resolution No. 5741

GOHS Award Letter

GOHS Grant Agreement

RESOLUTION NO. 5741

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING A GRANT AGREEMENT WITH THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR THE FISCAL FEDERAL YEAR 2024 AWARD IN THE AREA OF OCCUPANT PROTECTION TO CONTINUE THE CHILD SAFETY SEAT CLINIC PROGRAM IN THE AMOUNT OF $37,089.

WHEREAS, the Governor's Office of Highway Safety (GOHS) sought proposals from state and local agencies for projects relating to all aspects of highway safety; and

WHEREAS, the Chandler Fire Department (CFD) submitted a request for grant funding to the GOHS and in return received written confirmation of award approval in the amount of $37,089 to continue its Child Safety Seat Clinics and seat installations by the CFD's child safety passenger safety technicians; and

WHEREAS, CFD has determined that it can comply with the terms of the GOHS grant application requirements and use the awarded funds in the manner described in the grant.

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

Section 1. Approving a grant agreement with the Governor's Office of Highway Safety (GOHS) and authorizing the acceptance of GOHS grant funds in the amount of $37,089.

Section 2. Authorizing the Fire Chief of the Chandler Fire Department, or his designee, to take such actions necessary to implement and comply with the provisions of the grant agreement with GOHS.

Section 3. Authorizing the City Manager, or his designee, to sign the grant agreement with GOHS on behalf of the City of Chandler.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this_____ day of November, 2023.

ATTEST:

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5741 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of November, 2023, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Governor's Office of Highway Safety
ARIZONA
Katie Hobbs
Governor

KATIE HOBBS
GOVERNOR

J.M. "JESSE" TORREZ
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

August 25, 2023

Fire Chief Thomas Dwiggins
Chandler Fire Department
PO Box 4008
Chandler, Arizona 85244

Re: **FFY 2024 GOHS Grant Application**

Contract No.:	Contract Description:	Award Amount:
2024-OP-003	Occupant Protection Awareness and Education Overtime, M&S	$37,089.00

Dear Fire Chief Dwiggins:

The Governor's Office of Highway Safety (GOHS) has completed the review of the proposals submitted for funding for Federal Fiscal Year (FFY) 2024 commencing on October 1, 2023. All of the proposals were carefully considered by an evaluation team at GOHS that reviewed agency performance, program priority area, problem identification, supporting fiscal/data documentation, consistency of reporting, and available funding levels.

As a result of this evaluation process, we are able to include your agency's submitted proposal(s) listed above in **Arizona's FFY 2024 Annual Grant Application**. However, please be aware that your agency's awarded highway safety project(s) may not have been funded at the amount requested and may be subject to change as we strive to make the best use of federal taxpayers' dollars.

All FFY 2024 grants will begin ***on*** October 1, 2023. If approval from a Town/City Council or Board of Supervisors is required, your agency should begin the process of scheduling the grant award for approval.

The assigned GOHS program manager will be contacting you regarding your project(s) and your agency should have the contract(s) soon. **During the interim, do not make any public announcement concerning the grant and do not incur any costs or proceed with any portion of the project until GOHS has written a contract with your agency and it has been signed and executed by both parties.**

We appreciate the time and effort put forth by your agency in submitting its proposal(s). Should any questions and/or concerns arise, please feel free to contact your grant project coordinator at 602-255-3216.

Sincerely,

J.M. "Jesse" Torrez, Director
Governor's Office of Highway Safety

GOVERNOR'S OFFICE OF HIGHWAY SAFETY **STATE OF ARIZONA**

HIGHWAY SAFETY GRANT AGREEMENT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Grant between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

	FAIN: 69A37524300004020AZ0	**Assistance Listings: 20.600**
1.	**APPLICANT AGENCY** Chandler Fire Department	**GOHS GRANT NUMBER:** **2024-OP-003**
	ADDRESS 151 E. Boston St., Chandler, Arizona 85225	**PROGRAM AREA:** **402-OP**
2.	**GOVERNMENTAL UNIT** City of Chandler	**AGENCY CONTACT:** Robin Miller
	ADDRESS PO Box 4008, Chandler, Arizona 85244	**3. PROJECT TITLE:** Occupant Protection ,and Related Materials and Supplies- Car Seat Distribution to Communities for Education and Awareness
4.	**GUIDELINES:** 402–Occupant Protection (OP)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Child Safety Seats to enhance Occupant Protection throughout the City of Chandler.

6.	**BUDGET COST CATEGORY**	**Project Period FFY 2024**
I.	**Personnel Services**	$17,857.00
II.	**Employee Related Expenses (40%)**	$7,143.00
III.	**Professional and Outside Services**	$0.00
IV.	**Travel In-State**	$0.00
V.	**Travel Out-of-State**	$0.00
VI.	**Materials and Supplies**	$12,089.00
VII.	**Capital Outlay**	$0.00
	TOTAL ESTIMATED COSTS	**$37,089.00**

PROJECT PERIOD	**FROM:** Effective Date (*Date of GOHS Director Signature*)	**TO:** 09-30-2024
CURRENT GRANT PERIOD	**FROM:** 10-01-2023	**TO:** 09-30-2024

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: $37,089.00

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Grant Agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Grant Agreement.

PROBLEM IDENTIFICATION AND RESOLUTION:

Agency Background:

Organization Size: 240

Total Population in city/town or county served: 279,458

County Served: Maricopa County

Agency Problem/Attempts to Solve Problem:

This application addresses the need for increased vehicle occupant protection for children residing in Chandler and its surrounding communities. The Chandler Fire Department's goal is to reduce the number of children injured or killed in motor vehicle accidents through evidence-based education, by installing CSSs, and distributing CSSs to families in need. According to the most recent Arizona Department of Transportation (AZDOT) Crash Fact data, there was a 11.95% increase in the number of Arizonans killed in motor vehicle accidents from 2020 to 2021 after a substantial 7.55% increase in fatalities from 2019 to 2020.

The data on childhood injury, death, and the misuse of CSSs are sobering realities. The Chandler Fire Department is committed to ensuring that families have the resources, preparedness, and confidence to mitigate their child's risk with properly installed CSS, vehicle safety tips, and community resources.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Child Safety Seats to enhance Occupant Protection throughout the City of Chandler.

How Agency Will Solve Problem with Funding:

Chandler Fire anticipates that in the 2024 federal fiscal year, its CPSTs will inspect and install over 1,000 CSSs. While at the CSS clinics, families will be provided resources on child motor vehicle safety, and up to 105 CSSs will be provided to low-income families. In partnership with Mercy Gilbert Medical Center and the Chandler CARE Center-a free medical clinic operated by the Chandler Unified School District-a regional safety event and a CSS event for low-income Spanish-speaking families will be held, respectively.

PROGRAM MEASURES:

Program Objectives:

1. Distribute 105 child safety seats to families in need during FFY 2024.

2. Conduct 42 child safety seat (CSS) clinics in FFY 2024.

3. Participate in one (1) regional CSS event, (1) event for low-income Spanish speakers, and one (1) City-Sponsored event in FFY 2024.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Child Safety Seats to enhance Occupant Protection throughout the City of Chandler.

Expenditures of funding pertaining to the OP/Occupant Protection Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Occupant Protection Program goals provided by the Arizona Governor's Office of Highway Safety. The Occupant Protection Program goal is to improve the use of seatbelts and child safety seats to reduce the number of fatalities and injuries due to vehicular crashes throughout the State of Arizona.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data**. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Occupant Protection in terms of money, criminal, and human consequences.**

PLEASE NOTE: Failure to submit Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Chandler Fire Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for Occupant Protection Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

Materials and Supplies - To purchase/procure the following Materials and Supplies for Occupant Protection Activities: Child Safety Seats

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Grant Agreement. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

METHOD OF PROCUREMENT:

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards.

The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Grant Agreement. Substantiation of costs shall, where possible, be made utilizing the Chandler Fire Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
  - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2023)	January 30, 2024
2nd Quarterly Report and RCI (January 1 to March 31, 2024)	April 20, 2024
3rd Quarterly Report and RCI (April 1 to June 30, 2024)	July 20, 2024
4th Quarterly Report and RCI (July 1 to September 30, 2024)	**October 15, 2024**
Final Statement of Accomplishments	**October 15, 2024**

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

***NOTE*: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.**

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th**). All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Grant Agreement.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Thomas Dwiggins, Fire Chief, Chandler Fire Department, shall serve as Project Director.

Robin Miller, Fire Administrative Manager, Chandler Fire Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROGRAM MONITORING:

Highway safety grant program monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the Grant Agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	**Type of Monitoring:**
Under $100,000	Desk Review/Phone Conference
$100,000 and over	May have an In-House GOHS Review
$300,000+	May have an On-Site/In-House Review
Capital Outlay Greater than $100,000 (combined)	May have an On-Site/In-House Review
Desk Review and Phone Conference	Internal review of all written documentation related to Grant Agreement including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the granted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the Grant Agreement specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined grant agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated Grant Agreement representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

DURATION:

Gants shall be effective on the date the Governor's Office of Highway Safety Director signs the Grant Agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Grant Agreement to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	$17,857.00
II.	Employee Related Expenses (ERE) (40%)	$7,143.00
III.	Professional and Outside Services	$0.00
IV.	Travel In-State	$0.00
V.	Travel Out-of-State	$0.00
VI.	Materials and Supplies **Child Safety Seats**	$12,089.00
VII.	Capital Outlay	$0.00
	TOTAL ESTIMATED COSTS	***$37,089.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Chandler Fire Department shall absorb any and all expenditures in excess of $37,089.00.

CERTIFICATIONS AND AGREEMENTS

This GRANT AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Grant Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Grant Agreement.

B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.

C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Grant Agreement.

D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Grant Agreement whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.

C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Grant Agreement.

C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.

D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.

E. AGENCY will insure any equipment purchased under this Grant Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Grant Agreement.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Grant Agreement is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Grant Agreement.

B. The provisions of subparagraph A apply whether or not the project granted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. Uniform Administrative Requirements

(2 CFR Part 1201): *Uniform Administrative Requirements, Cost Prinicples, and Audit Requirements for Federal Award*s:

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Grant Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Grant Agreement.

XI. Non-Discrimination

During the performance of this contract/grant agreement, the contractor/grant funding recipient agrees—

A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 2l and herein;

C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

D. That, in event a contractor/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and

E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.

B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Grant Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and

their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned Grant Agreement.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Agreement where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Grant Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Grant Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or Grant Agreement that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Grant Agreement once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice,

AGENCY will discontinue advancing the work under this Grant Agreement and proceed to close said operations under the Grant Agreement.

C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.

D. AGENCY may terminate or abandon this Grant Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.

E. Any equipment or commodities which have been purchased as a part of this Grant Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract/ Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract/ Grant Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract/ Grant Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract/ Grant Agreement or any extension of the Contract/ Grant Agreement is in effect, an employee of any other party to the Contract/ Grant Agreement in any capacity or a consultant to any other party of the Contract/grant agreement with respect to the subject matter or the Contract/ Grant Agreement.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract/ Grant Agreement unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE

Acceptance of Condition

It is understood and agreed by the undersigned that a grant received as a result of this Grant Agreement is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Grant Agreement.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Grant Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Certification on Conflict of Interest

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.

a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.

b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may

(a) terminate the award, or

(b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used* in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov).

I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions 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 record, 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.

B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (https://www.sam.gov).

H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 any Federal contract, grant, loan, or cooperative agreement.

B. 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Project Director:

Thomas Dwiggins, Fire Chief
Chandler Fire Department

Date Telephone

Signature of Authorized Official of Governmental Unit:

Joshua Wright, City Manager
City of Chandler

Date Telephone

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: Somphong Phoummathep

Title: Sr. Management Analyst

Telephone Number: 480-782-2126 Fax Number: 480-782-2125

E-mail Address: somphong.phoummathep@chandleraz.gov

2. Agency Fiscal Contact:

Name: Somphong Phoummathep

Title: Sr. Management Analyst

Telephone Number: 480-782-2126 Fax Number: 480-782-2125

E-mail Address: somphong.phoummathep@chandleraz.gov

Federal Identification Number: 86-6000238

3. *REIMBURSEMENT INFORMATION:*

Warrant/Check to be made payable to:

City of Chandler

Warrant/Check to be mailed to:

Chandler Fire Department
(Agency)

Mail Stop 801 PO Box 4008
(Address)

Chandler, AZ 85244
(City, State, Zip Code)

4. Unique Entity Identifier:

077524981
(Unique Entity Identifier #)

175 S. Arizona Avenue, Chandler, AZ 85244
(Registered Address & Zip Code)

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

   The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 402-OP, as approved for by the National Highway Traffic Safety Administration.

2. **A. EFFECTIVE DATE:** **B. FEDERAL FUNDS:**

   Authorization to Proceed Date **$37,089.00**

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
   by State Official responsible to Governor for the
   administration of the State Highway Safety Agency

J.M. "Jesse" Torrez, Chief Executive Officer
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date

CHANDLER arizona
Community of Innovation

City Council Memorandum Information Technology Memo No. N/A

Date: November 06, 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: Enterprise License Agreement with Environmental Systems Research, Inc. (ESRI)

Proposed Motion:

Move City Council approve Agreement No. 4695, with Environmental Systems Research, Inc. (ESRI), for an enterprise license for Geographic Information System (GIS) software, in the amount of $591,159.36 for a three-year period, beginning March 12, 2024, through March 11, 2027.

Background/Discussion:

The city's Geographic Information System (GIS) software allows staff, citizens, and business partners the ability to view city data in a spatial manner related to their physical locations. The GIS is based on ESRI GIS products. Since 2009, the city has had an enterprise license agreement with ESRI which allows city departments to deploy GIS software products as needed to support city services.

Evaluation:

ESRI is the sole provider of its GIS products and the city's GIS system is based on the ESRI GIS products. The enterprise license agreement includes products, annual maintenance, and user conference registrations, and is only available from ESRI. The enterprise license agreement provides for a lower cost per unity for the software, reduces administrative expenses, and allows flexibility to deploy software products throughout the city when and where they are needed.

Financial Implications:

The annual cost for each of the three years is as follows, with a total commitment of $591,159.36:

Year One	$197,053.12	March 12, 2024 - March 11, 2025
Year Two	$197,053.12	March 12, 2025 - March 11, 2026
Year Three	$197,053.12	March 12, 2026 - March 11, 2027

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1200.5419.0.0.0	General Fund	N/A	$197,054	N

Attachments

Agreement

Quotation # Q-504119

Date: September 20, 2023

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 142295 **Contract #**

City of Chandler
IT GIS Applications & Data Systems
275 E Buffalo St
Chandler, AZ 85225-8507

ATTENTION: Michael Rose
PHONE: (480) 782-2492
EMAIL: michael.rose@chandleraz.gov

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 9/20/2023 To: 3/18/2024

Material	Qty	Term	Unit Price	Total
168182	1	Year 1	$184,960.00	$184,960.00
Populations of 150,001-250,000 Small Government Enterprise Agreement Annual Subscription				
168182	1	Year 2	$184,960.00	$184,960.00
Populations of 150,001-250,000 Small Government Enterprise Agreement Annual Subscription				
168182	1	Year 3	$184,960.00	$184,960.00
Populations of 150,001-250,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	$554,880.00
Sales Tax:	$36,279.36
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$591,159.36

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
John Garrido	jgarrido@esri.com	909-793-2853 x3580

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

GARRIDOJ **This offer is limited to the terms and conditions incorporated and attached herein.**

Quotation # Q-504119

Date: September 20, 2023

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 142295 Contract #

City of Chandler
IT GIS Applications & Data Systems
275 E Buffalo St
Chandler, AZ 85225-8507

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 9/20/2023 To: 3/18/2024

ATTENTION: Michael Rose
PHONE: (480) 782-2492
EMAIL: michael.rose@chandleraz.gov

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF $_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

___ I agree to pay any applicable sales tax.

___ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

APPROVED AS TO FORM:

_____ _____
Signature of Authorized Representative **Date**

City Attorney

_____
Name (Please Print)

ATTEST:

_____
Title

_____
City Clerk

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
John Garrido	jgarrido@esri.com	909-793-2853 x3580

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-6)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities

Desktop Software and Extensions (Single Use)
ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions
ArcGIS Enterprise (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers
ArcGIS Image Server

Developer Tools
ArcGIS Runtime Standard
ArcGIS Runtime Analysis Extension

Limited Quantities
One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
1,000 ArcGIS Online Viewers
1,000 ArcGIS Online Creators
110,000 ArcGIS Online Service Credits
1,000 ArcGIS Enterprise Creators
15 ArcGIS Insights in ArcGIS Enterprise
15 ArcGIS Insights in ArcGIS Online
200 ArcGIS Location Sharing for ArcGIS Enterprise
200 ArcGIS Location Sharing for ArcGIS Online
7 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
7 ArcGIS Utility Network User Type Extensions (Enterprise)
7 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	**5**
Number of Tier 1 Help Desk individuals authorized to call Esri	**5**
Maximum number of sets of backup media, if requested*	**2**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

A.R.S. Section 38-511 applies to this agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

CUSTOMER CONTACT INFORMATION

Contact: Lisa Lapp

Address: 275 E. Buffalo Street

City, State, Postal Code: Chandler, AZ 85225

Country: United States

Quotation Number (if applicable): Q-504119

Telephone: 480-782-2477

Fax: 480-782-2440

E-mail: lisa.lapp@chandleraz.gov

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer’s organization.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

CHANDLER arizona
Community of Innovation

City Council Memorandum Information Technology Memo No. N/A

Date:	November 06, 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 Oracle Annual Support and Maintenance Services

Proposed Motion:

Move City Council approve the purchase of Oracle annual support and maintenance services, from Mythics, Inc., utilizing the Omnia Partners Contract No. R190801, in the amount of $123,038, for the period of one year, January 31, 2024, through January 30, 2025.

Background/Discussion:

Oracle is the city's Enterprise Resource Planning (ERP) Financial and Human Resource software system. The city utilizes Oracle's E-Business Suite Applications, which include the Self-Service Human Resources, Financials, Project Billing, iExpense and iProcurement application modules.

Oracle support provides access to technical assistance resources to resolve system issues, as well as offers software fixes. The maintenance provides the system and application upgrades necessary to operate and keep the systems current and compliant. The city annually purchases maintenance and support based on the number of servers and processors on which the software is running.

Evaluation:

Region 4 ESC, on behalf of Omnia Partners, competitively solicited and awarded a contract for Oracle products and services. The city has a current agreement with Omnia Partners allowing for the cooperative use of its contracts. Oracle products and services are only available through resellers, and staff recommends the use of this contract because the city receives competitive pricing and a high level of service from Mythics, Inc. The term of the Omnia Partners agreement is valid until November 30, 2028; this request is for the period of one year, January 31, 2024, through January 30, 2025.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1200.5419.0.0.0	General Fund	N/A	$123,038	N

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 24-034

Date: November 06, 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 6, Bar Liquor License Application for Keith Brian Turner, Agent, Tee Willy Enterprises, LLC, DBA Stinger's Golf Club

Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 259046, a Series 6, Bar Liquor License, for Keith Brian Turner, Agent, Tee Willy Enterprises, LLC, DBA Stinger's Golf Club, located at 900 E. Pecos Road, Suite 1, and approval of the City of Chandler, Series 6, Bar Liquor License No. 305986.

Discussion:

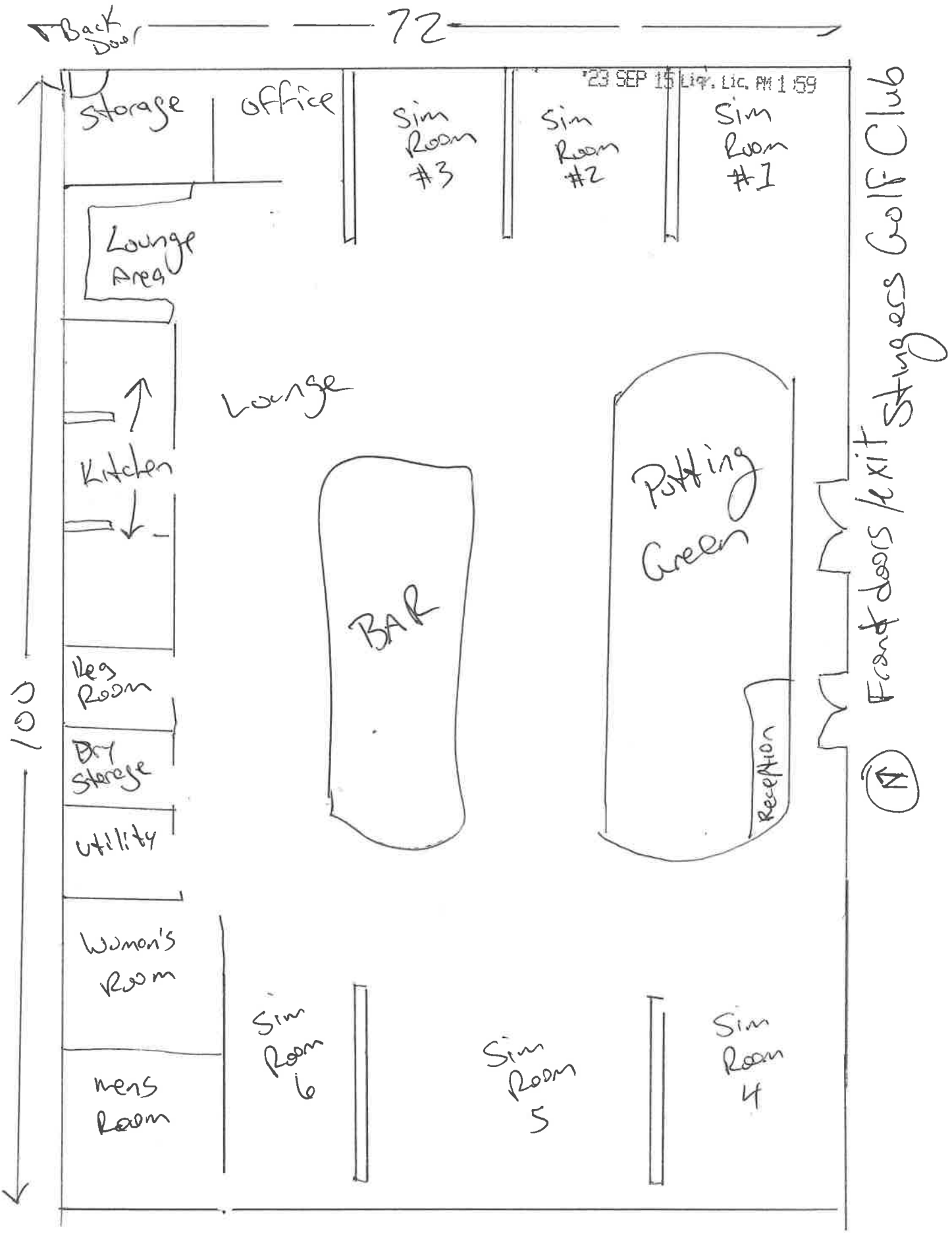
This application for a liquor license was posted for hearing on November 9, 2023.

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 6, Bar Liquor License, the business may sell all alcoholic beverages for on- or off-premise consumption once they have obtained approved zoning and use that allows for sale of spirituous liquor.

Attachments

A-Floor Plan


Back Door
72
'23 SEP 15 Liq. Lic. PM 1:59
Storage
office
Sim Room #3
Sim Room #2
Sim Room #1
Lounge Area
Lounge
Kitchen
BAR
Putting Green
Reception
Keg Room
Dry Storage
utility
Women's Room
mens Room
Sim Room 6
Sim Room 5
Sim Room 4
100
Front doors / exit
Strikers Golf Club
N

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 24-035

Date: November 06, 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 Mai Thi Nguyen, Agent, Pho Mai AZ, LLC, DBA Pho Mai

Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 258586, a Series 12, Restaurant Liquor License, for Mai Thi Nguyen, Agent, Pho Mai AZ, LLC, DBA Pho Mai, located at 393 W. Warner Road, Suite 103, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 202727.

Discussion:

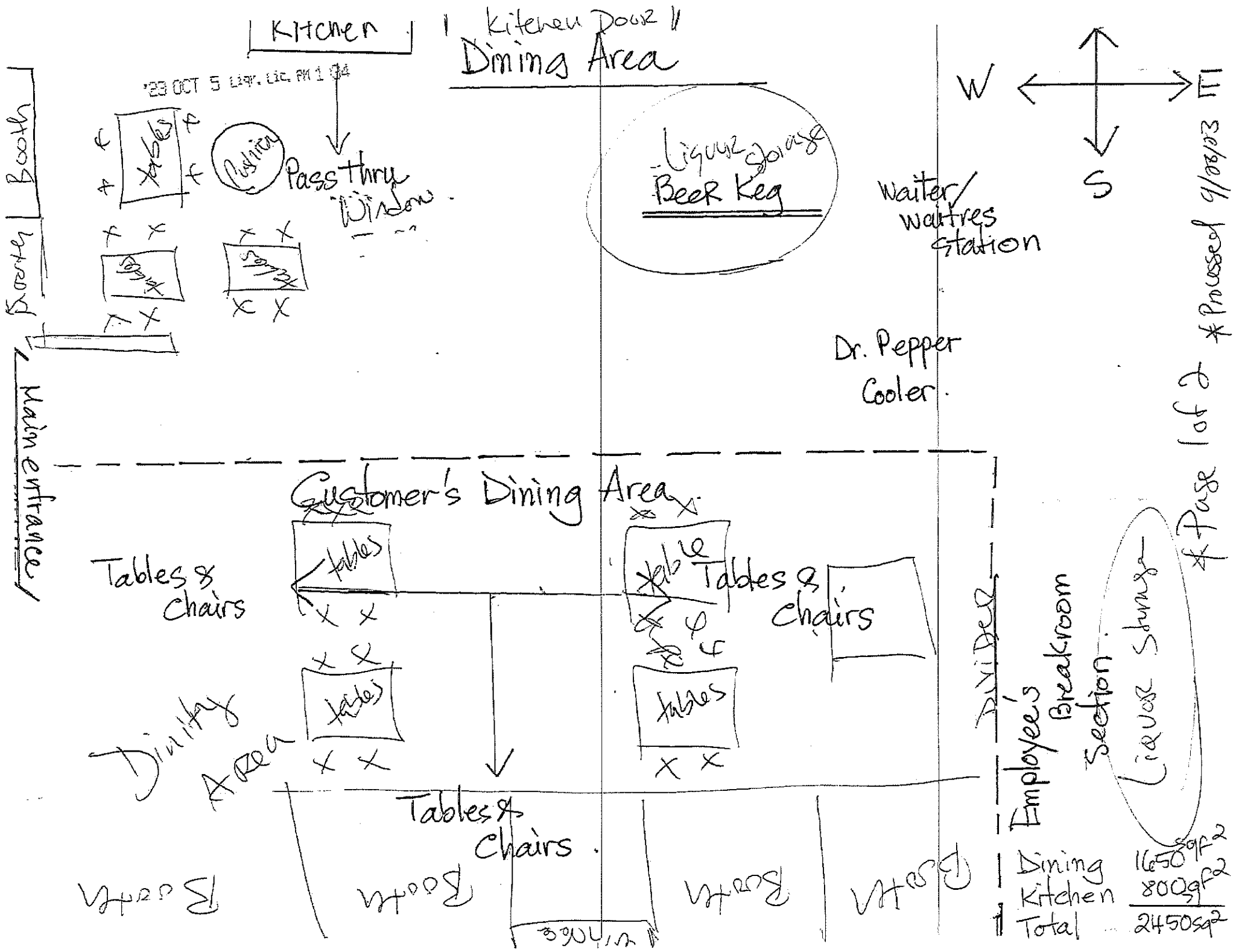
This application for a liquor license was posted for hearing on November 9, 2023.

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


Kitchen
Kitchen Door
Dining Area
'23 OCT 5 Liqr. Lic. PM 1
Booth
Booth
Booth

Kitchen layout

Dishwasher

Walk in cooler

800 sq ft (square feet)

Food Prep Sink

Food Reptable

Entrance into Kitchen

Food Prep Table

N

S

W

E

Dishware shelf

Standing Freezer

Line Refrigerator #1

Line Refrigerator #2

Stove

Fryer

Burner

Wok

'23 OCT 5 Liqr. Lic. AM 1:34

City Council Memorandum **Neighborhood Resources** **Memo No.** NR22-027

Date: November 06, 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. 5747 Approving Amendment No. 5 to the Intergovernmental Agreement Between Maricopa County Administered by its Human Services Department and City of Chandler to Accept Federal HOME Investment Partnerships Program Funds in the Amount of $442,726; Reallocate 2019 HOME Investment Partnerships Program Funds in the Amount of $141,585, and Extend the Expenditure Term to September 30, 2025; Authorizing the Adjustment of the Performance Timeline to the HOME Investment Partnerships American Rescue Plan Program Funds; 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

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Proposed Motion:

Move City Council pass and adopt Resolution No. 5747, Approving Amendment No. 5 to the Intergovernmental Agreement Between Maricopa County Administered by its Human Services Department and City of Chandler to Accept Federal HOME Investment Partnerships Program Funds in the Amount of $442,726; Reallocate 2019 HOME Investment Partnerships Program Funds in the Amount of $141,585, and Extend the Expenditure Term to September 30, 2025; Authorizing the Adjustment of the Performance Timeline to the HOME Investment Partnerships American Rescue Plan Program Funds; 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.

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 purposes 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 Maricopa 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 Program Year (PY) 2023 HOME funds, reallocate PY 2019 HOME funds and extend its expenditure term, and revise the performance timeline for previously approved HOME-ARP funds.

Discussion:

The City Council authorized and approved the PY 2023 HOME funds at its meeting on April 27, 2023, via Resolution No. 5682. The City Council authorized and approved the PY 2019 HOME funds at its meeting on January 23, 2020, via Resolution No. 5340. The City Council authorized and approved the HOME-ARP funds at its meeting on June 15, 2023, via Resolution No. 5700.

Maricopa County prepared the attached Amendment No. 5 to the existing IGA (No. C-22-17-048-3-04) with the following inclusions:

- Allocate PY 2023 HOME funds in the amount of $442,726 to the City of Chandler to support the new construction of the Villas on McQueen project, and thus increase the total funding amount of the current agreement from $4,382,804.29 to $4,825,530.29 for the purpose of supporting affordable housing opportunities in the City of Chandler.
- Reallocate $141,585 PY 2019 HOME funds originally planned for Acquisition/Rehabilitation/Resale of a single family home to the Tenant Based Rental Assistance Program and extend the expenditure term to September 30, 2025. This change is necessary due to the current state of the housing market and challenges in acquiring a home in Chandler for rehabilitation and resale.
- Revise the performance timeline for the previously approved HOME-ARP funds to support the new construction of the Villas on McQueen project.

The City of Chandler Housing and Redevelopment Division will receive $415,056

in HOME funds to support new construction of the Villas on McQueen project, which is projected to break ground in spring 2024. The City of Chandler Housing and Redevelopment Division will receive an additional $141,585 to continue operations for the Tenant-Based Rental Assistance (TBRA) Program for individuals and families experiencing homelessness in Chandler. The city will receive $27,670 in HOME 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

Amendment 5

Resolution No. 5747

AMENDMENT No. 5 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 reimbursable 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 expires 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 provide 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, 2023.
- 2019 B Work Statement - the City to expand the tenant based rental assistance program. The County will provide the City with $229,291.29. The City shall utilize $60,468.73 of Program Income and recaptured funds for this Work Statement. The expenditure term for this Work Statement shall expire on September 30, 2023.
- The Agreement funding amount increased to $1,391,556.29.

The Parties executed Amendment No. 4 on or about June 28, 2023. The County provided the City an increase in funding in the amount of $2,991,248 ($410,705 PY20 HOME funds, $2,127,535 PY21 HOME and HOME-ARP funds, $453,008 PY22 HOME funds). The Agreement funding amount increased to $4,382,804.29.

- 2020 & 2021 Work Statement A – The City to acquire, rehabilitate and resell single-family homes. The County provided the City with $307,781. The expenditure term for this Work Statement shall expire on September 30, 2025.
- Work Statement 2021 HOME-ARP – The City to provide development of affordable rental housing. The County provided the City with $1,717,654 of HOME-ARP funding. The expenditure term for this Work Statement shall expire September 30, 2025.
- 2020, 2021 & 2022 Work Statement B TBRA – The City to provide tenant based rental assistance. The County provided the City with $407,331. The expenditure term for this Work Statement shall expire September 30, 2025.
- 2021 & 2022 Work Statement C –The City to acquire, rehabilitate single-family homes for affordable rental. The County provided the City with $558,482. The expenditure term for this Work Statement shall expire September 30, 2025.

II. The Parties agree to enter into this Amendment No. 5 to amend the Agreement as follows:

A. Revise Section III (Work Statement) to address the following

1. Add 2023 Work Statement A - The City to acquire and/or construct Multi-Family Rental Housing which will provide affordable housing opportunities for Chandler residents. The County shall provide the City with $442,726 HUD HOME PY2023 funding under ALN 14.239 for this activity. The expenditure timeframe is through September 30, 2025.

2. Remove 2019 Work Statement A that was added to the Agreement in Amendment No. 3 and reallocate $141,585 to a new revised 2019 Work Statement B. The City shall provide Tenant Based Rental Assistance (TBRA) to eligible individuals and families that reside in the City of Chandler. The funding for this Work Statement shall consist of $370,876.29

(HOME PY19 $141,585 and $229,291.29) previously allocated in Amendment No. 3. The expenditure timeframe for these funds is through September 30, 2025.

B. Funding for Amendment No. 5 is $442,726 and the total Agreement funding amount has increased from $4,382,804.29 to $4,825,530.29.

III. Section II above contains all the changes made by this Amendment No. 5. 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. 5 on their behalf, and it shall be effective upon approval and signature by both Parties.

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. 5 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. 5 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
HOME Investment Partnerships Program
2023 Work Statement A – Acquisition and/or New Construction of Multi-Family Rental Housing
Program Year 2023

Consortium Member: City of Chandler, Arizona
Project: Development of Affordable Rental Housing
Funding: PY 2023 $442,726 ($415,056 from EN and $27,670 AD)
Type of Property: Rental

1.0 FUNDING:

PROGRAM YEAR	ENTITLEMENT (EN)	ADMINISTRATION (AD)	PROGRAM INCOME (PI) (non-reimbursable, IDIS draw only)	TOTAL BUDGET
PY 2023	$415,056	$27,670	$0	$442,726

2.0 DETAILED SCOPE OF WORK:

2.1 Consolidated Plan goals as it relates to this activity: HIGH

2.2 Type of assistance/activity to be provided with HOME funds: New construction of multi-family housing

2.3 Methods and instruments used for ensuring affordability: The City will secure HOME funds with a Deed of Trust, Promissory Note or other appropriate lien instrument that will include a recapture provision

2.4 Anticipated use of program income/project proceeds: Program Income generated from this project will be reinvested into future affordable rental housing projects.

3.0 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

4.0 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 affordable rental housing units	New construction of affordable rental housing	Multi-family affordable rental units	Households with low-income will have safe, decent, sanitary, and affordable housing	Increase in supply of affordable rental units

5.0 PROPOSED BENEFICIARIES:

Targeted Population by Income Level	**Number of Households PY 2023**	**Total Number of Units**
Households at or below **50%**		
Households at or below **60%**	3	3
Households at or below **80%**		
TOTAL	**3**	**3**

6.0 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 2023**	**Total**
Elderly		
Physically Disabled		
Other Priority Populations: Veterans		
Homeless		
None	3	3

7.0 PERFORMANCE REPORTING GOALS-TIMELINE OF ACTIVITIES:

MILESTONES	**START DATE**	**COMPLETION DATE**
Environmental Review	Jan 2023	Oct 2023
Authority to Use Grant Funds		Oct 2023
Plans Submitted to Municipality		Nov 2023
Building Permits Issued		Feb 2024

Construction Loan (Closing Date)		Feb 2024
Partnership Loan Closing		Feb 2024
Construction Begins		March 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.

8.0 ACTIVITY BUDGET SUMMARY (estimated):

COSTS	2023 HOME FUNDS	Additional Sources* (defined in Table 10 below)	TOTAL COST
Construction Cost	$415,056	TBD	TBD
Soft Cost	$0	TBD	TBD
Financing Fees	$0	TBD	TBD
Reserves	$0	TBD	TBD
TOTAL	**$415,056**	**TBD**	**TBD**

- *HOME Admin funds of $27,670 not included in the total construction cost*

9.0 SOURCE AND AMOUNT OF OTHER RESOURCES (estimated):

FUNDING AGENCY	CASH/LOAN AMOUNT	VOLUNTEER/ IN-KIND AMOUNT
TBD		
TOTAL	$0	

10.0 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 annually by June 30th of each year.

• TYPE	• SOURCE/FUNDING AGENCY General Fund	• TOTAL
Cash or cash equivalents from a non-federal source	General Funds	$103,764
TOTALS		$103,764

MARICOPA COUNTY
2019 B Work Statement - TBRA
HOME Investment Partnerships Program
Program Year 2019

Consortium Member: City of Chandler, Arizona
Project: Tenant Based Rental Assistance and HOME Administration
Funding: PY 2019 $141,585 (reallocated from 2019 Work Statement A)
PY 2019 $229,291.29 ($206,111.52 from EN and $23,179.77 AD)
Other Funding: PY 2019 $60,468.73 ($60,468.73 PI and HP)
PY 2023 $29,614.32 ($29,614.32 from PI)
Type of Property: Rental

1.0 FUNDING:

PROGRAM YEAR	ENTITLEMENT (EN)	ADMINISTRATION (AD)	PROGRAM INCOME (PI) (non-reimbursable, IDIS draw only)	TOTAL BUDGET
PY 2019	$141,585	n/a	n/a	$141,585
PY 2019	$206,111.52	$23,179.77	$60,468.73	$289,760.02
PY 2023	$0	$0	$29,614.32	$29,614.32

2.0 DETAILED SCOPE OF WORK:

2.1 Include the following:
2.2 Consolidated Plan goals as it relates to this activity: High
2.3 Type of assistance/activity to be provided with HOME funds:
2.3.1 Tenant Based Rental Assistance
2.3.2 Administration
2.3.3 Methods and instruments used for ensuring affordability: The maximum amount of monthly assistance paid to, or on behalf of, a family may not exceed the difference between a rent standard for the bedroom size and 30% of the family's monthly adjusted income. The Subrecipient will verify the household income and eligibility on an annual basis.

3.0 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

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.

4.0 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	Provide rental subsidies to households who are low income and experiencing homelessness	Participating households will be provided access to affordable rental housing opportunities	Participating households will be provided a more stable living situation leading to self sufficiency	Housing stability and self-sufficiency for participating households

5.0 PROPOSED BENEFICIARIES:

Targeted Population by Income Level	**Number of Households PY 2019**			**Total Number of Units**	**Number of HOME Assisted Units in program (if rental)**
Households at or below **50%**	37			37	
Households at or below **60%**					
Households at or below **80%**					
TOTAL	**37**			**37**	

6.0 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 2019**			**Total**
Elderly				
Physically Disabled				
Other Priority Populations: Veterans				
Homeless	37			37

7.0 PERFORMANCE REPORTING GOALS-TIMELINE OF ACTIVITIES:

TBRA MILESTONES	**PY 2019 COMPLETION DATE**		
HOME Contract Amendment signed by City	11/01/23		
Environmental Program Clearance	07/15/2020		
Application Intake-Certification of Income Eligibility	Ongoing program		
Application Review	Ongoing program		
Initial HQS Property Inspection	Prior to leasing and annually throughout Lead Term		
Home Set up Report to County	01/15/24		
Unit Occupied by Low/Moderate Income Person/Family	Throughout Contract Term		
Completion Report submitted to City	07/15/25		

Any change to the Timeline will need to be submitted to and approved by Maricopa County.

8.0 ACTIVITY BUDGET SUMMARY:

TBRA ACTIVITIES	**2019 HOME FUNDS (reallocated)**	**2019 HOME FUNDS**	**Additional Sources (defined in Table 9 below)**	**TOTAL COST**
Monthly Rent; Utility Costs; Sec. Dep; Utility Deposits	$141,585	$206,111.52	$90,083.05	**$437,779.57**
HOME ADMINISTRATION		$23,179.77		**$23,179.77**
TOTAL	$141,585	$229,291.29	$90,083.05	**$460,959.34**

Administration (AD) funds to be expended by the City of Chandler for overall HOME program administration.

9.0 SOURCE AND AMOUNT OF OTHER RESOURCES:

FUNDING AGENCY	**CASH AMOUNT**	**VOLUNTEER/ IN-KIND AMOUNT**
City of Chandler Program Income PY 2019	$60,468.73	
City of Chandler Program Income PY 2023	$29,614.32	
TOTAL	**$90,083.05**	

10.0 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 annually by June 30th of each year.

TYPE	SOURCE/FUNDING AGENCY General Fund	TOTAL
Cash or cash equivalents from a non-federal source	General Funds	$86,924.13
TOTALS		**$86,924.13**

RESOLUTION NO. 5747

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, MARICOPA COUNTY, ARIZONA, APPROVING AMENDMENT NO. 5 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND CITY OF CHANDLER TO ACCEPT FEDERAL HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS IN THE AMOUNT OF $442,726, REALLOCATE 2019 HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS IN THE AMOUNT OF $141,585, AND EXTEND THE EXPENDITURE TERM TO SEPTEMBER 30, 2025; AUTHORIZING THE ADJUSTMENT OF THE PERFORMANCE TIMELINE TO THE HOME INVESTMENT PARTNERSHIPS AMERICAN RESCUE PLAN PROGRAM FUNDS; 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-22-17-048-3-04) (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 Year ("PY") 2023 in the amount of $442,726, to be used in support of the new construction of the Villas on McQueen project in accordance with the Maricopa HOME Consortium Annual Action Plan approved by the U.S. Department of Housing and Urban Development, requiring an amendment to the IGA to increase the total funding amount from $4,382,804.29 to $4,825,530.29; and

WHEREAS, the City of Chandler wishes to make various additional changes to the IGA including reallocating PY 2019 HOME Investment Partnerships Program ("2019 HOME") funds in the amount of $141,585 from Newtown to the Tenant Based Rental Assistance Program, extending the 2019 HOME expenditure term to September 30, 2025, and revising the activity timeline for previously approved HOME Investment Partnerships American Rescue Plan Program funds.

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. 5 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 $4,382,804.29 to $4,825,530.29 and making various other revisions to HOME timelines and allocations.

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 or appropriate to carry out the intent of this Resolution and administer the HOME Program.

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. 5747 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.** HD

Date: November 06, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Leah Powell, Neighborhood Resources Director
From: Amy Jacobson, Housing and Redevelopment Senior Manager
Subject: Resolution No. 5752 Intergovernmental Agreement Between Maricopa County, Administered by its Human Services Department, and the City of Chandler to Accept American Rescue Program Funds in the amount of $10,000,000

Proposed Motion:

Move City Council pass and adopt Resolution No. 5752 Approving the Intergovernmental Agreement Between Maricopa County, Administered by its Human Services Department, and the City of Chandler to Accept American Rescue Program Funds in the amount of $10,000,000, 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 Affordable Housing Projects.

Background:

The City of Chandler is committed to expanding affordable housing opportunities within the community. In alignment with this objective, the City of Chandler has secured funding from the Maricopa County Human Services Department (MCHSD) through an Intergovernmental Agreement (IGA) to allocate $10,000,000 in American Rescue Plan Act (ARPA) funds. Of this amount, $5,000,000 will be earmarked to support the construction of the Villas on McQueen (this funding is already included in the financing sources for the project), and the remaining $5,000,000 will be allocated to support the construction of Site 3 (73 S. Hamilton). Regarding Site 3, the City is presently in the process of identifying potential partners and the sources of funding for the project.

Both of these properties are undergoing a transition from public housing to a Section 8 platform as part of the Rental Assistance Demonstration program (RAD).

Discussion:

Funding has been allocated for two significant projects: the Villas on McQueen (Project), situated at the southeast corner of McQueen Road and Chandler Boulevard, and "Site 3," located at 73 S. Hamilton.

On October 24th, 2022, the City Council approved the development agreement with Gorman & Company, LLC, for the Villas on McQueen. This project, operating under HUD's Rental Assistance Demonstration ("RAD") program, will facilitate the construction of 157 units. It is designed to serve seniors, veterans, families, and individuals with disabilities. The Villas on McQueen will be developed on City-owned land and contributed to the partnership with Gorman & Company through a long-term ground lease, forming an integral part of a comprehensive revitalization strategy. Construction is currently scheduled to commence in spring 2024, with an anticipated completion date in late fall 2025.

Site 3 encompasses approximately 7.4 acres and is situated near downtown Chandler. The proposed project involves new construction and is expected to yield approximately 300 affordable rental units, effectively replacing the existing low-density public housing on the site. This project represents the second phase of the City's Rental Assistance Demonstration (RAD) Program aimed at transforming public housing. The majority of the residents in this project will be seniors. The city has issued a request for proposals to secure assistance in the development of this project, along with another of the city's existing public housing sites. Additionally, a market demand study will be conducted to determine whether the project should be exclusively for seniors or if it should be a multi-generational endeavor accommodating both seniors and families. As it stands, the projected timeline for completing this project is late 2026.

Attachments

Resolution No. 5752

IGA Maricopa County

RESOLUTION NO. 5752

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND THE CITY OF CHANDLER TO ACCEPT AMERICAN RESCUE PROGRAM FUNDS IN THE AMOUNT OF $10,000,000, 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 AFFORDABLE HOUSING PROJECTS

WHEREAS, Maricopa County, acting by and through the Maricopa County Human Services Department, ("MCHSD") notified the City of Chandler that it would receive $10,000,000 of American Rescue Plan Act ("ARPA") funds, with $5,000,000 to be used in support of the new construction of the Villas on McQueen and $5,000,000, to be used in support of the new construction of Site 3 (73 S. Hamilton); and

WHEREAS, the City of Chandler and MCHSD desire to provide increased affordable housing opportunities in the City of Chandler; and

WHEREAS, the City of Chandler and MCHSD wish to execute an Intergovernmental Agreement ("IGA") to provide for use of the ARPA funds for the purpose of increasing affordable housing opportunities in the City of Chandler in accordance with ARPA requirements.

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

Section 1. Accepts the ARPA funds in an amount up to $10,000,000 from Maricopa County acting by and through the MCHSD.

Section 2. Authorizes the Mayor of the City of Chandler, or his designee, to execute the IGA with Maricopa County in substantially the approved form attached hereto as Exhibit "A" and incorporated herein by this reference.

Section 3. 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 or appropriate to carry out the intent of this Resolution, administer the ARPA funds in accordance with program requirements and implement the City's affordable housing projects.

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 foregoing Resolution No. 5752 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”



INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF CHANDLER

Agreement Number:_____
Agreement Amount: $10,000,000
Agreement Start Date: November 1, 2023
Agreement Termination Date: November 30, 2026
ALN: 21.027 American Rescue Plan Act
Unique Entity ID: LCLUQVAP1WU4

1.0 PARTIES

This financial Intergovernmental Agreement ("Agreement") is between City of Chandler ("City" or "Subrecipient") and Maricopa County ("County") administered by its Human Services Department, ("Department"), The County and the Subrecipient collectively are referred to as the "Parties" and individually as the "Party."

2.0 PURPOSE

Through this Agreement, affordable multifamily rental housing in Maricopa County will be expanded. The County shall provide the City of Chandler with American Rescue Plan Act Funds ("ARPA") to develop two (2) new construction rental developments in the City of Chandler. The goal of the project is to revitalize the community and provide decent, safe housing.

3.0 TERM OF AGREEMENT

3.1 The term of this Agreement is from November 1, 2023 through November 30, 2026.

3.2 This Agreement may be extended, but not beyond December 31, 2026, with the condition the Subrecipient is in compliance with the terms and conditions of this Agreement. Extensions shall be process as identified in Section 4.0 (Amendment).

3.3 This Agreement shall be effective upon approval and signature by both Parties.

4.0 AMENDMENTS

Any changes to this Agreement shall be effective only by a written amendment signed by both Parties.

5.0 ADMINISTRATIVE CHANGE ORDERS

5.1 The Chairman of the Board of Supervisors is authorized upon the recommendation of the County's Human Services Department Director and Legal Counsel to make changes within the general scope of the Agreement on behalf of the County through Administrative Change Orders. Administrative Change Orders will be effective upon approval and execution by both the Chairman of the Board of Supervisors and the City. Administrative Change Orders may address any of the following areas:

5.1.1 Modifications to the project timeline if the last day of the project timeline is within the Agreement term including adjustments to the schedule included in Exhibit A Work Statement and Exhibit B Statement of Work.

5.1.2 Modifications to budget line items if the Agreement amount remains unchanged;

5.1.3 Modifications required by federal, state, or County regulations, ordinances, or policies; and/or

5.1.4 Modifications to administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by the U.S. Department of Treasury or local regulations, policies, or requirements.

6.0 FUNDING

The County shall provide the Subrecipient with $10,000,000 in ARPA Funds under Assistance Listing Number (ALN) 21.027 and provided to the County through the U.S. Department of Treasury.

7.0 AVAILABILITY OF FUNDS

7.1 This Agreement and the Parties' obligations under it shall become effective when funds assigned for the purpose of compensating the Subrecipient are available to the County for disbursement. The County shall be the sole authority in determining the availability of funds under this Agreement, and the County shall keep the Subrecipient fully informed as to the availability of funds.

7.2 If any action is taken by any federal, state, local agency, or any other agency or instrumentality other than the County to amend, suspend, or terminate its fiscal obligation under or provided in connection with this Agreement, then the County may amend, suspend, or terminate this Agreement. In the event of termination, the County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services were performed in accordance with the provisions of this Agreement. Furthermore, upon termination Subrecipient shall be released from all pending responsibilities and shall have no further obligation to perform under the Agreement unless it is expressly provided for herein as an obligation that survives termination. The County shall give written notice of their intent to suspend performance or their intent to terminate this Agreement under this Section at least ten (10) calendar days in advance.

8.0 RESPONSIBILITIES OF ORGANIZATIONS

8.1 <u>The Subrecipient shall:</u>

8.1.1 Complete the project description in Exhibits A and B, Statements of Work.

8.1.2 Ensure compliance with federal, state, and County requirements as they relate to the federal ARPA requirements.

8.1.3 Ensure compliance with all laws, rules, and regulations.

8.1.4 Maintain a sufficient number of qualified and trained staff to provide services under this Agreement.

8.1.5 Complete Quarterly Reports that contain the following information:

8.1.5.1 Status and updates on Project milestones and timelines;

8.1.5.2 Current quarterly expenditures;

8.1.5.3 Expenditure forecasting for the current quarter and duration of the Project;

8.1.5.4 Anticipated delays or issues;

8.1.5.5 Any recent significant disruptions to progress or timelines; and,

8.1.5.6 Any other issues or information the Department should know.

8.1.5.7 Quarterly Reports will be due no later than 30 days after the end of the reporting quarter.

8.2 The County shall:

8.2.1 Provide timely payment of Subrecipient invoices on a monthly basis.

8.2.2 Respond to questions from the Subrecipient in a timely manner.

8.2.3 Report to the U.S. Department of Treasury on the Subrecipient's use of funds, under this Agreement.

9.0 COMPENSATION

9.1 This agreement is on a cost reimbursement basis. Subrecipient shall submit monthly invoices to the County for all costs associated with the projects.

9.2 Subrecipient must submit a Request for Reimbursement to the County of all expenditures within the same fiscal year in which the expenditures are incurred. The fiscal year is July 1st through June 30th each year. Therefore, reimbursement must be submitted no later than July 30th for the preceding fiscal year.

9.3 Final Reimbursement Upon Agreement Termination.

9.3.1 Prior to termination of this Agreement, at the date identified on page 1 of this Agreement, or as may be amended, the Subrecipient shall submit the final reimbursement request.

9.3.2 This request shall be submitted no later than 30 calendar days after the termination date except as noted immediately below.

9.3.2.1 If the termination date is between June 10 and June 30, of any fiscal year, then the final Reimbursement Request shall be submitted by July 10th.

9.3.3 The final progress report, and any other required reports that may be applicable, such as the program income report, shall be submitted with the Final Reimbursement Request.

9.3.4 Late receipt of the Final Reimbursement Request (e.g., not received within 45 days following the termination date) may result in forfeiture of payment.

10.0 METHOD OF PAYMENT

10.1 The Subrecipient shall submit invoices for project activities to hsdfinance@maricopa.gov

10.2 Funds not expended in implementing the Statement of Work or upon completion of the Statement of Work shall be returned to the ARPA unprogrammed funds account.

10.3 The County shall reimburse the Subrecipient on a net zero (0) payment standard.

10.4 Payment by the County is not to be construed as final in the event that the Department of Treasury disallows payment for the activity or any portion thereof.

Funds not expended in implementing this activity or upon completion of the activity shall be returned to the ARPA unprogrammed funds account.

11.0 DISALLOWED COSTS

11.1 The cost principles set forth in the Code of Federal Regulations, 2 C.F.R. Part 200 Subpart E (2 C.F.R.) including later amendments and editions on file with the Arizona Secretary of State and incorporated herein by reference, shall be used to determine the allowability of incurred reimbursable costs under this Agreement.

11.2 Further, the Subrecipient shall follow cost principles as outlined in Office of Management and Budget (OMB) Uniform Guidance, 2 C.F.R. §§ 200, et seq.

11.3 Costs defined as unallowable in 2 C.F.R. shall not be submitted by the Subrecipient and will not be reimbursed by the County.

12.0 TERMINATION

12.1 Under A.R.S. § 38-511, the Parties may cancel this Agreement without penalty or further obligation within three years (3) after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of one Party at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other Party to this Agreement in any capacity or consultant to any other party to this Agreement with respect to the subject matter of this Agreement. Additionally, pursuant to A.R.S. § 38-511, either Party may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the one Party from the other Party to this Agreement arising as the result of this Agreement. A cancellation notice made under this Subparagraph shall be effective when the recipient receives a written notice of cancellation unless the notice specifies a later date.

12.2 Either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) calendar days prior notice in writing (unless terminated by a Party under the Availability of Funds provision). Any notice shall be given by either personal delivery or registered or certified mail, postage prepaid and return receipt requested, to the persons at the addresses set forth in Section 13.0 of this Agreement. In the event of termination, the Parties shall be liable for payment only for reimbursable costs incurred prior to the effective date of the termination, provided that such services were performed in accordance with the provisions of this Agreement. Neither Party shall be liable for any incomplete or additional performance under the Agreement unless expressly stated herein as an obligation that survives termination.

12.3 The County may suspend or terminate this Agreement if the Subrecipient violates any term or condition of this Agreement or if the Subrecipient fails to maintain a good-faith effort to carry out the purpose of this Agreement.

13.0 NOTICES

Notifications and communications concerning this Agreement shall be directed to the following:

Subrecipient: City of Chandler Amy Jacobson, Housing and Redevelopment Senior Manager (480) 782-3207	Maricopa County Human Services Department Jamie Macfarlane, Housing and Community Development Manager (602) 506-5813

amy.jacobson@chandleraz.gov
Mail Stop 101, PO Box 4008
Chandler, AZ 85244

jamie.macfarlane@maricopa.gov
234 N. Central Avenue 3rd Floor
Phoenix, AZ 85004

14.0 EMPLOYMENT DISCLAIMER

14.1 This Agreement is not intended to constitute, create, give rise to, or to otherwise recognize a joint venture, partnership, or other formal business association or organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

14.2 The Subrecipient agrees that no individual performing under this Agreement on behalf of the Subrecipient shall be considered a County agent, employee, or representative and those individuals are not entitled County civil service rights, County retirement rights, or any other rights provided under the County personnel rules, nor shall those rights accrue or apply to any such individual. The Subrecipient shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals shall indemnify, defend and hold harmless the County with respect to the foregoing.

14.3 The County agrees that no individual performing under this Agreement on behalf of County may be considered a Subrecipient agent, employee, or representative and that no rights of Subrecipient civil service, Subrecipient retirement, or Subrecipient personnel rules shall accrue or apply to any such individual. The County shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and the County shall indemnify, defend and hold harmless the Subrecipient with respect to the foregoing.

15.0 GENERAL REQUIREMENTS

15.1 The terms of this Agreement shall be construed in accordance with Arizona law and the applicable laws and regulations of ARPA. Any lawsuit arising out of this Agreement shall be brought in the superior court of Maricopa County, Arizona.

15.2 The Subrecipient shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance and worker's compensation.

15.3 The Subrecipient shall comply with the regulations prohibiting a conflict of interest. The Subrecipient shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or other organization that has a substantial interest in Subrecipient's organization or with which the Subrecipient (or any of its directors, officers, owners, trust certificate holders, or a relative thereof) has a substantial interest, unless the Subrecipient has made full written disclosure of the proposed payments to the County and has received written approval for the payments

15.4 For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

16.0 ASSIGNMENT AND SUBCONTRACTING

16.1 No right, liability, obligation, or duty under this Agreement may be assigned, delegated, or subcontracted, in whole or in part, without the prior written approval of the County. The Subrecipient shall bear all liability under this Agreement, even if it is assigned, delegated, or subcontracted, in whole or in part, unless the County agrees otherwise.

16.2 In accordance with 2 C.F.R. §200.331, the Subrecipient may make a "Subaward" as a pass-through entity for the purpose of carrying out a portion of the federal award and General Funds. The Subrecipient will make determinations classifying recipients of federal funds as a subrecipient.

16.3 Subrecipient shall ensure compliance by any subcontractor with all ARPA requirements, including reporting requirements.

17.0 DISPUTES

17.1 Except as otherwise provided for in this Agreement, the Parties may attempt to informally resolve any dispute arising out of this Agreement for a reasonable period of time, but which shall not exceed one hundred twenty (120) calendar days. Disputes which are not resolved in that time period, shall be submitted in accordance with the following formal dispute resolution process.

17.1.1 Notice of the specific grounds of a dispute shall be in writing and filed with the County Representative listed in the Notices paragraph, within ten (10) business days from the date the Subrecipient knew or should have known of the basis of the dispute.

17.1.2 The County Representative shall respond in writing to the Subrecipient within fourteen (14) business days. The decision of the County Representative shall be final and conclusive unless, within seven (7) business days after the date the Subrecipient is served with the decision, the Subrecipient files a written notice of appeal with the Human Services Department Director.

17.1.3 The Department Director shall provide the Subrecipient with a written response within fourteen (14) business days following receipt of the notice of appeal. The decision of the Director shall be final and not appealable.

17.1.4 Pending a final decision of the Director, the Subrecipient shall diligently proceed with its performance of this Agreement in accordance with the County Representative's decision.

17.1.5 In the event Subrecipient disagrees with the Director's decision, Subrecipient shall have every existing and future right or remedy available by law or in equity to resolve the dispute.

18.0 SEVERABILITY

Any provision of this Agreement that is determined to be invalid, void, or illegal by a court that determination shall in no way affect, impair, or invalidate any other provision of this Agreement, and the remaining provisions shall remain in full force and effect.

19.0 STRICT COMPLIANCE

One Party's acceptance of the other Party's performance that is not in strict compliance with the terms of this Agreement shall not be deemed to waive the requirements of strict compliance for all future performance. All changes in performance obligations under this Agreement shall be in writing and signed by both Parties.

20.0 SINGLE AUDIT ACT REQUIREMENTS

The Subrecipient is in receipt of federal funds through the County and is subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. § 7501, *et seq*.). The Subrecipient shall comply with 2 C.F.R. 200, Subpart F. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted to the County within the twelve (12) months following the close of the fiscal year. The Subrecipient shall take corrective actions within six (6) months of the date of the receipt of audit findings. The County shall consider sanctions as described in 2 C.F.R. § 200.505 if it is determined by ARPA or the County that the Subrecipient is not in compliance with the audit requirements.

21.0 AUDIT DISALLOWANCES

21.1 The Subrecipient shall, upon written notice, reimburse the County for any payments made under this Agreement that are disallowed by a federal, state, or County audit. Court costs and attorney and expert fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.

21.2 If the County determines that a cost for which payment has been made is a disallowed cost, then the County will notify the Subrecipient in writing of the disallowance and identify the required course of action, which shall be at the option of the County, either to adjust any future claim submitted by the Subrecipient by the amount of the disallowance or to require immediate repayment of the disallowed amount by the Subrecipient issuing a check payable to the County.

22.0 LIMITATION ON LIABILITY

22.1 The County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall not be liable for any act or omission by the Subrecipient or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions occurring in the performance of this Agreement, nor shall the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions be liable for purchases or contracts made by the Subrecipient or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions in connection with this Agreement, except as otherwise provided by law.

22.2 The Subrecipient and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall not be liable for any act or omission by the County or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions occurring in the performance of this Agreement, nor shall the Subrecipient and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions be liable for purchases or contracts made by the County or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions in connection with this Agreement, except as otherwise provided by law.

23.0 GENERAL INDEMNIFICATION

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party and its officers, officials, employees, and agents (collectively, "Indemnitees") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney and expert fees) (collectively referred to as "Claims") either arising from or related to breach of this Agreement, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor and any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions. The obligations under this Section 23 shall survive termination of this Agreement.

24.0 INSURANCE

24.1 Each Party herein this Agreement is a public entity and shall provide the other Party a Certificate of Self-Insurance equal to:

General Aggregate	$3,000,000
Each Occurrence Limit	$1,000,000

24.2 Subrecipient shall procure, or shall require the entity responsible for developing and constructing the affordable housing contemplated by this agreement to procure, insurance as outlined below in paragraphs 24.3 through 24.17.

24.3 Subrecipient, at Subrecipient's own expense, shall purchase and maintain, at a minimum, the herein stipulated insurance from a company or companies duly licensed by the State of Arizona and possessing an AM Best, Inc. category rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

24.4 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this contract.

24.5 In the event that the insurance required is written on a claims-made basis, Subrecipient warrants that any retroactive date under the policy shall precede the effective date of this Contract and either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this Contract is completed.

24.6 Subrecipient's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

24.7 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

24.8 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Subrecipient shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Subrecipient to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

24.9 The insurance policies required by this contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials, and employees as additional insureds or additional loss payees as applicable.

24.10 The policies required hereunder, except Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of Subrecipient's work or service.

24.11 If available, the insurance policies required by this Contract may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.

24.12 Commercial General Liability

24.12.1 Commercial General Liability (CGL) insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 Products/Completed Operations Aggregate, and $4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

24.13 Errors and Omissions/Professional Liability Insurance

24.13.1 Errors and Omissions (Professional Liability) insurance which will insure and provide coverage for errors or omissions, or professional liability of the architect engaged by the Subrecipient for the Project, with limits of no less than $2,000,000 for each claim.

24.14 Builder's Risk (Property) Insurance

24.14.1 Subrecipient shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance and, if necessary, Commercial Umbrella insurance in the amount of the initial Contract amount, as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than County has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of County, Subrecipient, and all subcontractors and sub-subcontractors in the work during the life of the Contract and course of construction and shall continue until the work is completed and accepted by County. For new construction projects, Subrecipient agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, Subrecipient agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract amount, unless otherwise required by the Contract documents or amendments thereto. Builders' Risk insurance shall be on a special form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, and demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the contract. Builders' Risk insurance must provide coverage from the time

any covered property comes under Subrecipient's control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary, and any insurance or self-insurance maintained by the County is not contributory. If the Contract requires testing of equipment or other similar operations, at the option of County, Subrecipient will be responsible for providing property insurance for these exposures under a Boiler and Machinery insurance policy or the Builders' Risk Insurance policy.

24.15 Certificates of Insurance

24.15.1 Within ten (10) calendar days following the closing of construction financing for the Project, the Subrecipient shall furnish the County with valid and complete Certificates of Insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Subrecipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number and title.

24.15.2 In the event any insurance policy(ies) required by this Contract is (are) written on a claims-made basis, coverage shall extend for two years past completion and acceptance of Subrecipient's work or services and as evidenced by annual certificates of insurance.

24.15.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County 15 calendar days prior to the expiration date.

24.16 Certificate holder shall be identified as:

Maricopa County
c/o Risk Management
301 W Jefferson St., Suite 910
Phoenix, AZ 85003

24.17 Cancellation and Expiration Notice

24.17.1 Applicable to all insurance policies required within the insurance requirements of this contract, Subrecipient's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without 30 days prior written notice to Maricopa County. Subrecipient must provide to Maricopa County, within ten business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Human Services Department and shall be mailed, or hand delivered to 234 N. Central Avenue, Phoenix, AZ 85004, or emailed to the Human Services representative noted in the Contract.

25.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this Agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve State of Arizona residents and may involve access to secure or sensitive data or personal client data or development or modification of software shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect

or “overhead” services, redundant back-up services, or services that are incidental to the performance of the Agreement. This provision applies to work all performed by Subrecipients or subcontractors at all tiers.

26.0 TECHNICAL ASSISTANCE

The County will provide reasonable technical assistance to the Subrecipient to assist in complying with state and federal laws, and regulations, and accountability for diligent performance and compliance with the terms and conditions of this Agreement and all applicable laws, regulations, and standards. However, this assistance in no way relieves the Subrecipient of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.

27.0 STAFF AND VOLUNTEER TRAINING

The County may make available to the Subrecipient the opportunity to participate in any applicable training activities conducted by the County.

28.0 CLEAN AIR ACT

The Subrecipient agrees to comply with all regulations, standards and orders issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. §§ 7401, *et seq.*), to the extent any are applicable by reason of performance of this Agreement.

29.0 LOBBYING

29.1 No federal appropriated funds have been paid or will be paid by or on behalf of the Subrecipient 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 agreement, 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 any federal agreement, grant, loan, or cooperative agreement.

29.2 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, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal agreement, grant, loan or cooperative agreement, then the Subrecipient shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

30.0 RELIGIOUS ACTIVITIES

The Subrecipient warrants that none of its costs incurred will include any expense related to any religious activities.

31.0 POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services contributed by the County under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

32.0 COVENANT AGAINST CONTINGENT FEES

The Subrecipient warrants that no persons or entities have been employed or retained by it to solicit or secure this Agreement upon an agreement or understanding for a commission,

percentage, brokerage, or contingent fee. For breach or violation of this warranty, the County may immediately terminate this Agreement without liability.

33.0 RIGHTS IN DATA

The Parties shall each have the use of data and reports resulting from this Agreement without cost or other restriction, except as otherwise provided by law or applicable regulation. Each Party shall supply to the other Party, upon request, any available information that is relevant to this Agreement and to the performance under it, except to the extent prohibited by law.

34.0 COPYRIGHTS

If this Agreement results in a book or other written material, the author is free to copyright the work, but the Parties reserve a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, and otherwise use and to authorize others to use, all copyrighted material and all material that may be copyrighted as a result of this Agreement.

35.0 AGREEMENT COMPLIANCE MONITORING/AUDITING

35.1 The County will monitor the Subrecipient's compliance as needed for fiscal and programmatic performance under the terms and conditions of this Agreement and applicable regulations promulgated by ARPA and Maricopa County. On-site visits for compliance monitoring may be made by the County and/or its grantor agencies at any time during the Subrecipient's normal business hours, announced and/or unannounced. For auditing purposes, the County shall provide the Subrecipient with 30-days' advance notice of any proposed on-site visit. During an on-site visit(s), the Subrecipient shall reasonably make all of its records and accounts related to work performed or services provided under this Agreement available to the County for inspection and copying.

35.2 The County shall request information for fiscal monitoring/audit per OMB Uniform Guidance 2 C.F.R. § 200, to include as applicable:

35.2.1 Financial Management 2 C.F.R. § 200.302
35.2.2 Internal Controls 2 C.F.R. § 200.303
35.2.3 Bonds 2 C.F.R. § 200.304
35.2.4 Payment and Financial Reporting 2 C.F.R. § 200.305
35.2.5 Cost Sharing or Matching 2 C.F.R. § 200.306
35.2.6 Program Income 2 C.F.R. § 200.307
35.2.7 Revision of Budget and Program Plans 2 C.F.R. § 200.308
35.2.8 Period of Performance 2 C.F.R. § 200.309
35.2.9 Insurance Coverage 2 C.F.R. § 200.310
35.2.10 Record Retention and Access 2 C.F.R. §§ 200.334 – 200.338
35.2.11 Procurement Standards 2 C.F.R. § 200.318
35.2.12 Indirect Costs 2 C.F.R. § 200.414
35.2.13 Compensation-Personal Services 2 C.F.R. § 200.430
35.2.14 Audit Requirements 2 C.F.R. §§ 200.501-200.517

36.0 CONTINGENCY RELATING TO OTHER AGREEMENTS AND GRANTS

36.1 The Subrecipient shall, during the term of this Agreement, within fifteen (15) business days from acceptance, inform the Director in writing of the award of any other agreement or grant, including any other agreement or grant awarded by the County, where the award may affect either the direct or indirect costs being paid or reimbursed under this Agreement. The Subrecipient's failure to notify the County of

any such agreement shall be a breach of this Agreement and the County may immediately terminate this Agreement without liability.

36.2 The Director may request, and Subrecipient shall provide within a reasonable time, which shall not exceed ten (10) business days, a copy of all such other agreements or grants, when, in the opinion of the Director, the award of the agreement or grant may affect the costs being paid or reimbursed under this Agreement, except to the extent prohibited by law.

36.3 If the Director determines that the award to the Subrecipient from such other agreements or grants has affected the costs being paid or reimbursed under this Agreement, then the Director shall prepare an amendment to this Agreement effecting a cost adjustment. If the Subrecipient disputes the proposed cost adjustment, then the dispute shall be resolved pursuant to the "Disputes" paragraph of this Agreement.

37.0 MINIMUM WAGE REQUIREMENTS

The Subrecipient 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.

38.0 RECOGNITION OF COUNTY SUPPORT

The Subrecipient shall give recognition to the County and the funding source for its support when the Subrecipient publishes materials or releases public information that is paid for in whole or in part with funds received by the Subrecipient under this Agreement.

39.0 NONDISCRIMINATION, EQUAL OPPORTUNITY AND EQUAL ACCESS

The Subrecipient, in connection with any services or other activities under this Agreement, shall not in any way discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The Subrecipient shall include this clause in all its Subcontracts.

40.0 DISABILITY REQUIREMENTS

The Subrecipient 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.

41.0 EQUAL EMPLOYMENT OPPORTUNITY

41.1 The Subrecipient 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.

41.2 The Subrecipient 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.

41.3 The Subrecipient shall and shall cause their respective subcontractors to comply with:

41.3.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*);

41.3.2 the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*);

41.3.3 the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*);

41.3.4 the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); and

41.3.5 Arizona Executive Order 2009-09, et seq. as amended, which mandates that all persons shall have equal access to employment opportunities.

42.0 UNIFORM ADMINISTRATIVE REQUIREMENTS

The Subrecipient agree to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. §§ 200, *et seq*.

43.0 FINANCIAL MANAGEMENT

The Subrecipient shall establish an accounting system that assures the safeguarding and accountability of all money and assets provided under this Agreement. No part of the money deposited in the bank account shall be commingled with other funds or money belonging to the Subrecipient. All interest earned on the account shall be disbursed in the manner specified by the County in accordance with applicable State of Arizona and federal regulations. If an accounting system is used, then it shall be in accordance with generally accepted accounting principles.

44.0 RETENTION OF RECORDS

44.1 This provision applies to all financial and programmatic records, supporting document, statistical records, and other records of the Subrecipient that are related to this Agreement.

44.2 The Subrecipient shall retain all records relevant to this Agreement for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer, and the County, federal and state auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy, and make use of any and all of the records.

45.0 ADEQUACY OF RECORDS

If the Subrecipient's books, records and other documents related to this Agreement are not sufficient to support and document that allowable services were provided to eligible participants as determined by a court of competent jurisdiction, then the Subrecipient shall reimburse the County for the services not supported and documented.

46.0 IMMIGRATION LAWS AND REGULATIONS

46.1 **Federal Immigration and Nationality Act**

46.1.1 The Subrecipient understand and acknowledge the applicability of the Immigration Reform and Control Act of 1986 (IRCA). The Subrecipient agrees to comply with the IRCA in performing under this Agreement and to permit the County to reasonably inspect personnel records to verify such compliance, to the extent required by law.

46.1.2 By entering into this Agreement, the Subrecipient 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 Subrecipient shall obtain statements from their subcontractors certifying compliance and shall furnish the statements to the County upon request. These warranties shall remain in effect through the term of the Agreement. The Subrecipient and their 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.

46.1.3 The County may request verification of compliance for any employee or subcontractor performing work under the Agreement. Should the County suspect or find that the Subrecipient or any of its subcontractors are not in compliance, then the County 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 Subrecipient. All costs necessary to verify compliance are the responsibility of the subrecipient or its subcontractor.

46.2 **Arizona Law**: The Subrecipient warrants that it is in compliance with A.R.S. § 41-4401 (e-verify requirements) and further acknowledges that:

46.2.1 That the Subrecipient and their Vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;

46.2.2 A breach of a warranty under this Subparagraph 46.2.2 shall be deemed a material breach of this Agreement and the County may immediately terminate this Agreement without liability; and

46.2.3 The County and any contracting government entity retain the legal right to inspect the papers and employment records of the Subrecipient or their Vendor's employees who works on this Agreement to ensure that such Party or Vendor is complying with the warranty provided under this Subparagraph 46.2.3 and that the Subrecipient agrees to make all papers and employment records of those employees available during normal working hours in order to facilitate such an inspection.

47.0 DRUG FREE WORKPLACE ACT

The Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701, *et seq*.), which requires that Subrecipients and grantees of federal funds must certify that they will provide Drug-Free workplaces. This certification is a precondition to receiving a grant or entering into this Agreement.

48.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

48.1 The undersigned, by signing this Agreement, represents that he/she has the authority to bind the Subrecipient to the terms of this Certification. The Subrecipient, as the primary participant in accordance with 2 C.F.R. Part 180, certifies to the best of its knowledge and belief that it and its principals:

48.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

48.1.2 Have not within a 3-year period preceding the Start Date of this Agreement, been convicted of or had a civil judgment rendered against them for (1) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or a contract under a public transaction; (2) the violation of any federal or State antitrust statutes or (3) the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

48.1.3 Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in Sub-subparagraph 48.1.2 above; and

48.1.4 Have not, within a three-year period preceding the Start Date of this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

48.2 The Subrecipient agrees to include, without modification, this clause in all lower tier covered transactions (i.e., transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Agreement.

49.0 SUBRECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:

49.1 The Subrecipient agrees that this Agreement and its employees working on this Agreement will be subject to the whistleblower rights and remedies in the federal pilot program 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 Section 3.908 of the Federal Acquisition Regulation;

49.2 The Subrecipient shall 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. Documentation of such employee notification must be kept on file by the Subrecipient and copies provided to County upon request; and

49.3 The Subrecipient shall insert the substance of this clause, including this Paragraph 49.0, in all subcontracts over the agreed upon simplified acquisition threshold ($250,000 as of June 2021).

50.0 WRITTEN CERTIFICATION PURSUANT TO A.R.S. § 35-393.01

If the Subrecipient engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of $100,000 or more, then the Subrecipient certifies it is not currently engaged in, and agrees for the duration of this Agreement not to engage in, a boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

51.0 SURVIVAL

The indemnification, hold harmless, defense, and non-liability provisions of this Agreement shall have full force and effect notwithstanding any other provisions in this Agreement and shall survive the termination or expiration of this Agreement.

52.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE

52.1 Notwithstanding anything to the contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.

52.2 This Agreement may be immediately terminated by a Party if the other Party defaults by failing to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes the other Party's ability to perform any of its obligations under this Agreement.

52.3 Failure to comply with the requirements of this Agreement and all the applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, had not been reimbursed), the reimbursement of funds improperly expended, or the recovery of funds improperly acquired. Noncompliance includes, but is not limited to:

52.3.1 Non-performance of any obligations required by this Agreement.

52.3.2 Noncompliance with any applicable federal, state, or local laws, rules, or regulations.

52.3.3 Unauthorized expenditure of funds.

52.3.4 Noncompliance with applicable financial record requirements, accounting principles, or standards established by OMB circulars and 2 C.F.R. §§ 200 *et seq*.

52.3.5 Noncompliance with recordkeeping, record retention, or reporting requirements.

52.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, the Subrecipients, without intent to limit or with restrictions, be subject to the following:

52.4.1 Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against that Party at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under Agreement.

52.4.2 Waiver of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.

52.5 The Subrecipient shall, upon notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, and any and all of its agents, representatives, officers, officials, directors, employees, volunteers, successors, assigns, or subcontractors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

53.0 ADMINISTRATIVE REQUIREMENTS

53.1 Accounting Standards - The Subrecipient agrees to comply with this Agreement and to adhere to the accounting principles and procedures required to utilize adequate internal controls and maintain necessary source documentation for all costs incurred, as well as any applicable federal laws and regulations. The Subrecipient further agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).

53.2 Repayment of Funds – The Subrecipient agrees to repay funds provided under this Agreement for noncompliance with the terms of this Agreement. Repayment

shall be in accordance with the terms of this Agreement or the requirement of applicable laws and regulations, including continuing use compliance. The County shall specify in writing, the terms of the repayment or alternative terms in lieu of repayment. However, in no case shall repayment or compliance with the alternative terms be complete any later than sixty (60) calendar days following the written determination of noncompliance by the County.

53.3 Documentation and Record Keeping - The Subrecipient agrees to comply with this Agreement and the following record keeping requirements:

53.3.1 Records to be maintained - The Subrecipient shall maintain all financial records as required by 2 C.F.R. § 200, and OMB Circulars;

53.3.2 System for Award Management -The Subrecipient and all subcontractors or subrecipients shall have a valid Unique Entity Identifier (UEI) number and an active profile in the federal System for Award Management, or SAM.gov. Documentation of the UEI Number must be included in all project files.

53.3.3 Records Retention - The Subrecipient shall retain all records pertinent to this Agreement for a period of six (6) years after all requirements have been met. In the event of litigation, a claim, or an audit is begun before the expiration of this retention period, said records shall be retained until all such action or audit findings involving the records have been resolved.

53.3.4 Disclosure - The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County's or the Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.

53.3.5 Property Records - The Subrecipient shall maintain property and equipment inventory records that clearly identify properties and equipment purchased, improved, or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform to the use of property and equipment.

54.0 UYGHUR FORCED LABOR PREVENTION ACT (UFLPA)

54.1 The Subrecipient warrants and certifies that it does not currently, and agrees for the duration of the agreement that it will not, use:

54.1.1 The forced labor of ethnic Uyghurs in the People’s Republic of China.

54.1.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.

54.1.3 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.

54.2 If the Subrecipient becomes aware during the term of the Agreement that the Subrecipient is not in compliance with this paragraph, the Subrecipient shall notify the County within five business days after becoming aware of the noncompliance. Failure of the Subrecipient to provide a written certification that the Subrecipient has remedied the noncompliance within one hundred eighty (180) days after notifying the public entity of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period.

55.0 FORCE MAJEURE

55.1 The Subrecipient shall be liable for failure of performance, nor incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the Parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, pandemic, and interruption or failure of electricity or telecommunication service.

55.2 The Subrecipient, as applicable, shall give the other Party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

55.3 The Party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, all non-excused obligations were substantially fulfilled, and the other Party was timely notified of the likelihood or actual occurrence that would justify such an assertion, so that other prudent precautions could be contemplated.

[Signatures contained on following page]

IN WITNESS, the Parties have approved and signed this Agreement:

APPROVED BY:
CITY OF CHANDLER

Mayor Date

Attested to:

City Clerk Date

IN ACCORDANCE WITH A.R.S. §§ 9-240 AND 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AGREEMENT 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 AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AGREEMENT 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:

Kim Miles, Deputy County Attorney Date

EXHIBIT A - STATEMENT OF WORK

1.0 Project Description:

1.1 "Site 3" project is located at 73 S. Hamilton St. The site is approximately 7.4 acres near downtown City of Chandler. The proposed project will be new construction of an estimated 300 affordable rental units. The project is the second phase of the City of Chandler Rental Assistance Demonstration (RAD) Program repositioning of public housing. The main component of the project proposes to house seniors. The City will issue a request for proposal to assist the City in the development of the project and will conduct a market demand study for the determination of senior only site or a multi-generational project with seniors and families.

1.2 The total project costs are expected to be approximately $89 Million. ARPA funds in the amount of $5 Million will be used for hard construction costs and project specific soft costs. All of the units in the development shall be affordable to households earning at or below 60% of the AMI.

1.3 The period of affordability for the tax credits will be governed by a 30-year LURA managed by ADOH. This time period includes the initial 15-year compliance period dictated by the IRS plus an additional 15-year extended year period that the project owner has committed to for all estimated 300 units. The income restrictions on the 16 ARPA-assisted units must be maintained during the entire 30-year period of affordability.

1.4 The project as a senior site will include a senior community room, with non-profit agencies co-located on site to serve senior populations. A community health partner may be included to assist in the wellness of seniors. The project site will have a walking path, indoor community space, and ramadas. If it is determined to be a multi-generational site, the site plan will be derived with both senior and family type amenities, including outdoor and indoor community space, playgrounds, a computer lab, a basketball court, and other family-oriented amenities.

1.5 The City will have a variety of resident support services. The Family Self Sufficiency program will be provided to residents, as well as educational and job training programs.

2.0 City contributions:

The City will contribute approximately $200,000 in HOME funding and estimates that 122 Project Based Vouchers (PBV) will be secured. The City will also contribute the land and lease the land to the partnership.

3.0 Project Eligibility:

3.1 Occupancy Requirements –The Project staff shall determine and verify income eligibility of tenants for the ARPA-assisted units prior to occupancy of a unit. The occupancy of the ARPA-assisted units must be by households whose income is at or below 60% AMI throughout the Period of Affordability. The Project shall define "Annual Income" as it is defined at 24 C.F.R. Part 92 and shall document sources of income and examine eligibility on an annual basis to meet requirements of HOME regulations at 24 C.F.R. Part 92.203.

3.2 Rental Requirements - The ARPA-assisted units shall be designated as Low HOME units, which are outlined in the HOME Income and Rent Limits. The Low HOME rent limit is the maximum rent allowed for an ARPA-assisted unit; the maximum rent amount includes the utility allowance. Any increase in the lesser of these rent limits must be approved by HUD and the State of Arizona Department of Housing. The City of Chandler shall provide a written request for the increase in rent limits and supporting documentation for the justification of this request. ARPA-Assisted units will require a minimum lease term of one year.

3.3 Affordability Period –The City shall ensure all housing assisted under this Agreement meets the affordability requirements set forth within this agreement for a period of 30 years. This period will be secured and enforced through a Promissory Note, as well as a Deed of Trust, and Covenants, Conditions and Restrictions (CC&Rs) between the City and the developer that will be recorded at the Maricopa County Recorder's Office.

3.4 Program Income – Program income will be defined as any principal and interest payments made on the $5,000,000 loan from the City of Chandler to the developer. Any program income generated through completion of this activity will be recoverable by Maricopa County to reallocate to one or more future affordable housing projects. Program income payments shall be made to Maricopa County by the City annually on June 1, commencing upon completion of the project. The City will be required to submit an annual certification to document program income activity.

3.5 Housing and Resource Communications – The City shall require the project developer and property management organization to notify designated contacts for both the City and MCHSD at least ten (10) business days in advance of accepting new applications for housing to allow each agency to communicate the opportunity to their respective clients, partners, and residents.

3.6 The City shall require the project developer and property management organization to allow the placement of collateral material in leasing offices for the purpose of marketing programs or services which residents may benefit from.

4.0 Deliverables:

Beneficiaries			
	ARPA Assisted	Non-ARPA Assisted	Total Assisted
Number of households (units)	16	284	300
Number of people served annually (approximate)	25	848	850

5.0 Budget:

Fund Sources	
Sources	Total
Maricopa County – ARPA	$5,000,000

	ARPA Funds
Acquisition Costs	

	Land	$0
	Building Acquisition	$0
	Other: taxes, title, recording	$0
General Development Costs		
	Construction Hard Costs- Residential	$4,625,000
	Construction Costs- Nonresidential	$0
	Contractor OH, Profit, and Gen. Conditions	$0
	Hard Costs Contingency	$0
	Environmental- inspection and remediation	$75,000
	Archeological reports	$0
	Site Planning Prep	$50,000
	Architect Fees	$0
	Engineering Fees	$0
	Survey, Permit, Tests	$0
	Legal Fees	$100,000
	Other Professional Fees	$0
	Accounting and Cost Certification	$0
	Title and Recording	$50,000
	Market Study/Appraisal	$100,000
	Real Estate Taxes	$0
	Insurance	$0
	Construction Period Interest	$0
	Construction Perm Financing Fees	$0
	Marketing Expense	$0
	Reserves	$0
	Soft Cost Contingency	$0
	Other: Bond financing, LIHTC fees	$0
Developer's Fee		
	Developer's Fee	$0
Homeownership Counseling		
	Counseling fee	$0
Program Administration Costs*		
	Program Management Services	$0
	Staff	$0
Supportive Services		
		$0
		$0
		$0
		$0
	TOTALS	$5,000,000

6.0 Proposed Project Schedule:

Project Milestone	Estimated Completion Date	Comments
Site Acquisition	Complete	City of Chandler Public Housing Site
Construction Loan (Closing Date)	Feb 2025	
Partnership Closing (Closing Date)	Feb 2025	
Permanent Loan Commitment	Sept 2024	
Permanent Loan Closing	June 2026	
Other Funds Firm Commitment	Dec 2024	
Other Funds Firm Commitment	Dec 2024	
Environmental Review Completion	July 2024	
Authority to Use Grant Funds	Aug 2023	
Zoning Entitlements	Aug 2024	
Plans Submitted to the Municipality	June 2024	
Civil Permits Issued	Feb 2025	
Building Permits Issued	Feb 2025	
Contractors Notice to Proceed Issued	Feb 2025	
Construction Mobilization	Feb 2025	
25% Completion	July 2025	
Expend Maricopa County ARPA Funds	Dec 2025	
50% Completion	Dec 2025	
75% Completion	June 2026	
Certificate of Occupancy	Oct 2026	
ARPA-Assisted Units Occupied	Nov 2026	

EXHIBIT B - STATEMENT OF WORK

1.0 Project Description:

1.1 Villas on McQueen (Project) is located just south of Chandler Boulevard on McQueen Road in Chandler. The Project is being developed in partnership with the City of Chandler Housing and Redevelopment Division and Gorman & Company, LLC. The Project will allow for the new construction of 157 units through HUD's Rental Assistance Demonstration ("RAD") program. The Project will target seniors, veterans, families, and disabled. Villas on McQueen will be developed on existing parcels of land that are owned by the City of Chandler (City) and will be contributed to the partnership by the City through a long-term ground lease as part of a comprehensive revitalization strategy. The project area consists of a combined 16 parcels located at McQueen and Chandler Blvd. (APNs: 303-02-023Q, -023R, -992, and-865 Thru -877) Zoning PAD & MF-2 on 4.56 acres, in Chandler, Maricopa County, Arizona.

1.2 The 157 units will be comprised of 48 one-bedroom, 54 two-bedroom, 46 three-bedroom, 7 four-bedroom, and 2 five-bedroom high quality rental units.

	30% AMI	**60% AMI**	**Total**
1-Bedroom	5	43	48
2-Bedroom	8	46	54
3-Bedroom	19	19	38
4-Bedroom	0	13	13
5-Bedroom	0	4	4
Total	**32**	**125**	**157**

1.3 Of the 157 units, 78 of the rental units will be RAD replacement units for existing public housing units that are owned and operated by the City of Chandler. Through a transfer of assistance, the subsidy and tenant households will be relocated to the Villas on McQueen site upon construction completion. The remaining 79 low-income housing tax credit rental units will be new, affordable units. All of the units in the development shall be affordable to households earning at or below 60% of Area Median Income (AMI). Thirty-two (32) units will be targeted to households who earn at or below 30% of the AMI. The fourteen (14) ARPA-assisted units will include four (4) one-bedroom units, five (5) two-bedroom units, four (4) three-bedroom units, and one (1) four-bedroom unit. The ARPA-assisted units will be rented to households at or below 60% AMI.

1.4 The Project is positioned to serve as the first phase of the City's redevelopment effort to transform their public housing inventory into new, updated and expanded affordable housing opportunities for Chandler residents.

1.5 ARPA funds in the amount of $5 Million will be used for hard construction costs. Villas on McQueen has received commitments from ADOH for both State Housing Tax Credits and federal 4% Low Income Housing Tax Credits. In addition, the City of Chandler has committed HOME and HOME-ARP, to the financing structure. The Project's total budget is approximately $55,585,476.

1.6 The Period of Affordability for the tax credits will be governed by a 30-year LURA required by ADOH This time period includes the initial 15-year compliance period dictated by the IRS plus an additional 15- year extended year period that the project owner has committed to for all 157 units. The income restrictions on the ARPA-assisted units must be maintained during the entire 30-year Period of Affordability.

1.7 The project will provide ample multi-purpose community space to hold resident events and host the variety of supportive service programs that the City will provide. Playgrounds, a walking path, and a sport court will be incorporated into the amenity package, along with outside community gathering spaces that include ramadas. An outside view deck fronting McQueen is also a unique characteristic that will be a focal point of the front entrance and provide lovely views and a gathering space for the residents.

1.8 Villas on McQueen is centrally located, as it is approximately one mile east of downtown Chandler, with public transportation readily available via a high frequency bus route located one block north of the site along Chandler Boulevard. There is convenient access to numerous social service and recreational amenities, as well as schools, health providers, public parks, and employment opportunities. The City of Chandler is also planning to provide a variety of resident services at the Project to include youth program activities and senior services.

2.0 Subrecipient contributions:

City of Chandler will contribute the land through a land lease to the partnership and provide $415,056 of HOME funds and $1,578,385 of HOME-ARP funds to the project.

3.0 Project Eligibility:

3.1 Property Standards - Housing that is constructed or rehabilitated with ARPA funds must meet all applicable local codes, rehabilitation and construction standards, ordinances, and zoning ordinances, including Section 504 of the Rehabilitation Act of 1973 and Fair Housing Act, as amended, at the time of project completion. All work shall meet decent, safe and sanitary housing standards consistent with HOME regulations including HUD Housing Quality Standards and Maricopa County Housing Rehabilitation Standards. These standards are available on the Maricopa County website under Housing & Community Development or upon request.

3.2 Occupancy Requirements –The Project staff shall determine and verify income eligibility of tenants for the ARPA-assisted units prior to occupancy of a unit. The occupancy of the ARPA-assisted units must be by households whose income is at or below 60% AMI throughout the Period of Affordability. The Project shall define “Annual Income” as it is defined at 24 C.F.R. Part 92 and shall document sources of income and examine eligibility on an annual basis to meet requirements of HOME regulations at 24 C.F.R. Part 92.203.

3.3 Rental Requirements - The ARPA-assisted units shall be designated as Low HOME units, which are outlined in the HOME Income and Rent Limits. The Low HOME rent limit is the maximum rent allowed for an ARPA-assisted unit; the maximum rent amount includes the utility allowance. Any increase in the lesser of these rent limits must be approved by HUD and the State of Arizona Department

of Housing. The City shall provide a written request for the increase in rent limits and supporting documentation for the justification of this request. ARPA-Assisted units will require a minimum lease term of one year.

3.4 Affordability Period – The City shall ensure all housing assisted under this Agreement meets the affordability requirements set forth within this agreement for a period of 30 years. This period will be secured and enforced through a Promissory Note, as well as a Deed of Trust, and Covenants, Conditions and Restrictions (CC&Rs) between the City and the developer that will be recorded at the Maricopa County Recorder's Office.

3.5 Program Income – Program income will be defined as any principal and interest payments made on the $5,000,000 loan from the City of Chandler to the developer. Any program income generated through completion of this activity will be recoverable by Maricopa County to reallocate to one or more future affordable housing projects. The program income will be used to reallocate to one or more future affordable housing projects. Program income payments shall be made to Maricopa County by the City annually on June 1, commencing upon completion of the project. The City will be required to submit an annual certification to document program income activity.

3.6 Housing and Resource Communications –The City shall require the developer and property management company to notify designated contacts for both the City and MCHSD at least ten (10) business days in advance of accepting new applications for housing to allow each agency to communicate the opportunity to their respective clients, partners, and residents.

3.7 The City shall require the developer and property management company to allow the placement of collateral material in leasing offices for the purpose of marketing programs or services which residents may benefit from.

4.0 Deliverables:

Beneficiaries			
	ARPA Assisted	Non-ARPA Assisted	Total Assisted
Number of households (units)	14	143	157
Number of people served annually (approximate)	25	430	455

5.0 Budget: Estimated:

Fund Sources	
Sources	Total
Maricopa County – ARPA	$5,000,000

		ARPA Funds
	Construction Hard Costs- Residential	$5,000,000
	TOTAL ARPA FUNDS	**$5,000,000**

6.0 Proposed Project Schedule:

Project Milestone	Estimated Completion Date	Comments
Site Acquisition	Complete	City of Chandler owns the site
Construction Loan (Closing Date)	Feb 2024	
Partnership Closing (Closing Date)	Feb 2024	
Permanent Loan Commitment	Sept 2023	
Permanent Loan Closing	June 2025	
Other Funds Firm Commitment	Complete	Commitments in place for federal and state tax credits
Other Funds Firm Commitment	Complete	Commitments in place for City of Chandler HOME and CDBG sources
Environmental Review Completion	Oct 2023	
Authority to Use Grant Funds	Oct 2023	
Zoning Entitlements	Aug 2023	City owned land-administrative process
Plans Submitted to the Municipality	June 2023	
Civil Permits Issued	Feb 2024	
Building Permits Issued	Feb 2024	
Contractors Notice to Proceed Issued	Feb 2024	
Construction Mobilization	Feb 2024	
25% Completion	July 2024	
50% Completion	Dec 2024	
75% Completion	June 2025	
Certificate of Occupancy	Oct 2025	
ARPA-Assisted Units Occupied	Nov 2025	
100% Occupancy	Jan 2026	

CHANDLER arizona
Community of Innovation

City Council Memorandum **Police Memo No.** N/A

Date: November 06, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
From: Sean Duggan, Police Chief
Subject: Introduction of Ordinance No. 4992 Amending Chapter 14 of the City Code to Expand the Definition of Animal Cruelty and Allow Seizure of Animals When There is Evidence of Abuse

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Proposed Motion:

Move City Council introduce and tentatively adopt Ordinance No. 4992 amending Chapter 14 of the City Code to more specifically define animal cruelty; to include a new offense for animal hoarding; to strengthen the City's unlawful restraint law; to allow peace officers to seize animals for cruelty, hoarding, or unlawful restraint; to provide for the disposition of displaced animals; and to authorize post seizure hearings to determine the lawfulness of any seizure and forfeiture of any animal subjected to cruelty, hoarding, or unlawful restraint.

Background:

Currently, animal seizures are governed by Arizona Revised Statute § 13-4281, which allows for an animal to be seized if there is any evidence of cruelty as defined by Arizona Revised Statute § 13-2910, but they may only be forfeited when the court finds cruel mistreatment, cruel neglect or abandonment. The result of the limited scope of this statute is that animals who are seized legally for offenses other than cruel mistreatment, cruel neglect or abandonment are often returned to their owners by the court in subsequent civil proceedings despite the abuse suffered by the animal. This deprives the court of the opportunity to review the facts and circumstances of the case and determine both the lawfulness of the seizure and the disposition of the animal.

The proposed Ordinance also includes a new offense for the crime of animal hoarding. Animal hoarding generally occurs in situations where an owner's

accumulation of a large number of animals has overwhelmed their ability to provide minimal standards of nutrition, sanitation, or veterinary care. Although hoarding may be prosecuted under state or local animal cruelty laws, states and cities throughout the United States have enacted specific animal hoarding laws to better address the problem and bring increased awareness to it. The proposed ordinance does not establish a minimum number of animals a person can keep; rather, it prohibits the keeping of a number of animals in a quantity and under circumstances that are injurious to the health and welfare of any animal or person. These circumstances include, but are not limited to, unsanitary or overcrowded living conditions and the failure to provide medical care or treatment that is necessary to prevent unreasonable suffering. The proposed ordinance also allows the court to impose restitution on an owner for the reasonable costs the City incurs as a result of seizing animals kept in hoarding conditions, and it allows the court to order periodic inspections if the person is on supervised probation. This change will ensure that the City has the necessary tools to address hoarding situations in Chandler.

Finally, the proposed Ordinance provides that the court shall conduct a hearing to determine the lawfulness of any animal cruelty seizure. After a hearing, if it is determined that the seizure was lawful, the court may forfeit the animal for cruel neglect, abandonment, failing to provide necessary medical care to prevent suffering, inflicting injury or leaving an animal in a motor vehicle when physical injury or death is likely to result. This change will ensure that animals are not returned to neglectful and/or abusive homes.

Discussion:

The City Council's Community Safety Subcommittee (Councilmembers Ellis, Encinas, and Harris) met on October 23, 2023, to review the proposed code amendments and recommend their adoption to the full City Council. The Subcommittee requested further clarification of the definition of animal cruelty to include situations involving disabled animals, which has been incorporated into the proposed amendment, as well as soliciting additional input from the public and animal welfare organizations.

The proposed code amendments were posted on the City website with a form to provide comments. As of October 31, 2023, the City had received 20 comments, seven (7) of which were submitted by Chandler residents. All of the comments submitted by Chandler residents expressed support for stronger and clearer municipal laws regarding animal cruelty and hoarding. A copy of the comments received is attached to this agenda item, with Chandler resident comments highlighted in yellow.

The City additionally solicited comments from six (6) animal welfare agencies and received comments from three (3) such organizations. Three (3) other organizations either declined to respond or indicated they would be unable to provide comments prior to the Council meeting date. Staff incorporated many of these comments into the proposed code amendments by adding and/or clarifying the definitions of "adequate care" and "adequate shelter." A copy of the comments received is attached to this agenda item.

Attachments

Draft Ordinance No. 4992

Animal Welfare Organization Comments

Public Comments as of 10-31-23

ORDINANCE NO. 4992

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, DECLARING THAT DOCUMENT ENTITLED "2023 CODE AMENDMENTS - ANIMALS" TO BE A PUBLIC RECORD; BY AMENDING CHAPTER 14 (ANIMALS), SECTIONS 14-6, 14-12, 14-13, 14-15, 14-27, AND 14-31; ADDING ARTICLE IV ANIMAL CRUELTY, SEIZURE AND FORFEITURE OF ANIMALS SUBJECT TO CRUELTY; DISPOSITION OF DISPLACED ANIMALS PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PENALTIES.

WHEREAS, Chapter 14 of the Chandler City Code provides for the regulation of animals within the City of Chandler; and

WHEREAS, the City Council desires to amend Chapter 14 of the City Code to expand the definition of animal cruelty and to allow peace officers to seize animals when abuse is suspected; to provide for the disposition of displaced animals; and to authorize post seizure hearings to determine the lawfulness of any cruelty seizure and forfeiture of any animal subjected to cruelty; and

WHEREAS, in accordance with Chandler City Code Section 2.15, the Chandler City Council may amend the code by adoption of an ordinance.

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

Section 1. That certain document entitled "2023 Code Amendments - Animals" one paper copy and one electronic copy of which shall remain on file in the office of the City Clerk, is hereby declared to be a public record.

Section 2. That the Chandler City Code is hereby amended by adoption of the amendments set forth in "2023 Code Amendments - Animals," said document having been declared a public record.

Section 3. Providing for Repeal of Conflicting Ordinances.

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

Section 4. Providing for Severability.

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

Section 5. Providing for Penalties.

A violation of this ordinance is a class 1 misdemeanor; punishable as provided for in Chandler City Code Sections 1-8, 40-36, 40-37, and 40-38.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona this ____ day of November, 2023.

ATTEST:

City Clerk Mayor Kevin Hartke

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona this ____ day of November, 2023.

ATTEST:

City Clerk Mayor Kevin Hartke

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 4992 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of November, 2023, and that a quorum was present thereat.

APPROVED AS TO FORM:

City Attorney EPW

Published in the Arizona Republic on:

2023 Code Amendments - Animals
{Public Record for Ordinance No. 4992}

Chapter 14 of the Chandler City Code is hereby amended as follows (additions in ALL CAPS, deletions in ~~strikeout~~):

Chapter 14 Animals

ARTICLE I. GENERAL14-1. Definitions.

For the purposes of this Chapter the following words and phrases shall have the meanings respectively ascribed to them by this section:

Chicken is a common domestic fowl belonging to the biological order Gallus Gallus Domesticus that is either younger than six months in age or a hen (female adult). For the purposes of this Chapter, a rooster is not considered a chicken.

Fowl is a bird belonging to the biological order Gamefowl or Landfowl (Galliformes) or Waterfowl (Anseriformes).

Owner is any person, group of persons or corporation owning, keeping or harboring an animal.

Rooster is an adult male chicken.
(Ord. No. 201; Ord. No. 329, § 1; Ord. No. 3044, § 2, 11-4-99; Ord. No. 4722, § I, 11-7-16)

14-2. Poisonous snakes and reptiles prohibited.
It shall be unlawful within the City to keep any poisonous reptile or poisonous snake.
(Ord. No. 274; Ord. No. 3044, § 2, 11-4-99)

14-3. Consent required to keep animals within two hundred feet of residences; exceptions as to household pets.
No animal or fowl of any kind, except household pets and chickens kept in accordance with Article 3 of this Chapter, shall be kept or permitted in the City within a distance of two hundred (200) feet from the residence of any person, except the owner of the animal or fowl, or except the residence of any person who shall sign a written consent that the animals or fowl may be kept within such distance of their residence.
(Ord. No. 274; Ord. No. 3044, § 2, 11-4-99)

14-4. Exceptions as to veterinary hospitals.
There shall be excepted from the preceding and following sections household pets being cared for by a veterinarian in a regularly established veterinary hospital.
(Ord. No. 274; Ord. No. 3044, § 2, 11-4-99)

14-5. Keeping pets for sale in business district.
Nothing in sections 14-2 through 14-4 shall prohibit the keeping of pets for sale in a business district properly zoned for such sale.

(Ord. No. 274; Ord. No. 3044, § 2, 11-4-99)

~~**14-6. Cruelty to animals.**~~

~~Whenever any person drives, overloads, drives when overloaded, overworks, tortures, torments, deprives of necessary sustenance, cruelly beats, mutilates, cruelly kicks or causes or procures an animal to be overdriven, overloaded, overworked, tortured or tormented, deprived of necessary sustenance, cruelly beaten, mutilated or killed, and whoever having the charge or custody of any animal, either as owner or otherwise, inflicts unnecessary cruelty upon it, or unnecessarily fails to provide it with proper food, drink, shelter or protection from the weather, shall be guilty of a misdemeanor.~~

~~(Ord. No. 1, Tit. 12, § 12; Ord. No. 3044, § 2, 11-4-99)~~

14-7. Keeping hogs, donkeys, roosters, etc.

It shall be unlawful for any person to have, herd, or keep any hog, pig, shoat, jack, jenny, burro, donkey or rooster, within the City.

(Ord. No. 1, Tit. 11, § 13; Ord. No. 3044, § 2, 11-4-99)

14-8. Animals at large.

Any person owning or having under his/her control or charge any animal or fowl, with the exception of chickens, who shall permit such animal or fowl to run at large or trespass upon property owned or possessed by another or in or upon any street, alley or other public place shall be guilty of a misdemeanor.

(Ord. No. 1, Tit. 11, § 14; Ord. No. 3044, § 2, 11-4-99)

14-9. Reserved.

Note(s)—Superseded by Ordinance No. 329, see § 4-15 et seq. Currently § 14-15 et seq.

14-10. [Reserved.]

Editor's note(s)—Ord. No. 3730, § 5, adopted Nov. 14, 2005, repealed § 14-10, which pertained to barking, etc., dogs. See also the Code Comparative Table.

14-11. Duty upon injury to animals by motor vehicles.

Any person who knowingly injures a canine, feline or other domestic animal while in operation of a motor vehicle, shall take reasonable steps to locate the owner thereof, and shall render to such injured animal reasonable assistance.

(Ord. No. 201, § 11; Ord. No. 3044, § 2, 11-4-99)

~~**14-12. Poisoning animals.**~~

~~Every person who willfully administers any poison to a cat, dog or domestic animal, the property of another, or exposes any poisonous substance or substances where the same may be available to any child, dog, cat or domestic animal shall be guilty of a misdemeanor.~~

~~(Ord. No. 201, § 12; Ord. No. 3044, § 2, 11-4-99)~~

~~14-13. Abandoning animals.~~

~~Every owner who shall abandon an animal or shall permit the same to be in any building, enclosure, lane, street, road, highway, acreage or desert area without proper care and attention shall be deemed guilty of a misdemeanor.~~

(Ord. No. 201, § 13; Ord. No. 3044, § 2, 11-4-99)

14-14. Enforcement of Chapter.

The City Manager shall designate one or more City departments responsible for enforcement of this Chapter. The City Manager's designation shall declare which articles of this Chapter are to be enforced by the designated department.

(Ord. No. 201, § 9; Ord. No. 329, § 1; Ord. No. 3044, § 2, 11-4-99)

ARTICLE II. DOGS[1]

14-15. Definitions.

In this article, unless the context otherwise requires:

Animal means a dog or any animal of a species that is susceptible to rabies, except man.

At large means on or off-premises of owner and not under control of owner or other persons acting for the owner. Any dog in a suitable enclosure or confined shall not be considered to be running at large.

~~*Cruelly restrains* means attaching a dog to a stationary object or a pulley by means of a chain, rope, tether, leash, cable or similar restraint under circumstances that may endanger its health, safety or well-being; or otherwise unreasonably limiting the dog's movements by use of a collar and restraint that causes the dog to choke; or does not permit the dog to reach food, water, shade, dry ground; or does not permit the dog to escape harm.~~

Custodian means any person keeping, possessing, harboring or maintaining any dog.

Department means the State Department of Health Services.

Enforcement Agent means that person in each County who is responsible for the enforcement of this article and the regulations promulgated thereunder.

~~*Extreme weather conditions* means the actual or effective outdoor temperature is below 32 degrees Fahrenheit or above 100 degrees Fahrenheit; or a heat advisory has been issued by a local, state or national authority for the area; or a monsoon, hurricane, tropical storm, dust storm or tornado warning has been issued for the area by a local, state or national authority.~~

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[1]Editor's note(s)—Ord. No. 784, § 1, adopted Oct. 23, 1978, specifically amended the Code by revising Art. II to read as herein set out. Former Art. II, which pertained to the same subject matter, had been derived from Ord. No. 329, § 2; Ord. No. 575, § 1, 9-27-73; and Ord. No. 774, §§ 1—4, adopted Aug. 10, 1978. The article was further amended by § 1 of Ord. No. 1620, adopted May 22, 1986.

Impound means the act of taking or receiving into custody by the Enforcement Agency any dog or other animal for the purpose of confinement in an authorized pound in accordance with the provisions of this article.

Kennel means an enclosed, controlled area, inaccessible to other animals, in which a person keeps, harbors or maintains five (5) or more dogs under controlled conditions.
Livestock means neat animals, horses, sheep, goats, swine, mules and asses.

Owner means any person, group of persons or corporation/business owning, keeping or harboring a dog.

Pound means any establishment authorized for the confinement, maintenance, safekeeping and control of dogs and other animals that come into the custody of the enforcement agent in the performance of his/her official duties.

Rabies quarantine area means any area in which a state of emergency has been declared to exist due to the occurrence of rabies in animals in or adjacent to this area.

Rabies vaccination certificate means a method of recording and duplicating rabies information that is in compliance with the County Enforcement Agent's licensing system and/or County Enforcement Agent's prescribed forms.

Stray dog means any dog four (4) months of age or older running at large that is not wearing a valid license tag.

Vaccination means the administration of an anti-rabies vaccine to animals by a veterinarian, or in authorized pounds by employees trained by a veterinarian.

Veterinarian, unless otherwise indicated, means any veterinarian licensed to practice in this State or any veterinarian employed in this State by a governmental agency.

Veterinary hospital means any establishment operated by a veterinarian licensed to practice in this State that provides clinical facilities and houses animals or birds for dental, medical or surgical treatment. A veterinary hospital may have adjacent to it or in conjunction with it or as an integral part of it, pens, stalls, cages or kennels for quarantine, observation or boarding.

Vicious animal means any animal other than an animal used by a law enforcement agency, that:

(a) Has a propensity to bite, scratch or otherwise inflict injury on a human being or an animal owned by another person without provocation. One (1) incident of causing injury may be sufficient to establish a propensity; or

(b) Has a propensity to approach human beings without provocation in a menacing or terrorizing manner so as to confine the movement of or instill fear in a reasonable person; and

(c) Is declared vicious after a hearing before a justice of the peace or a City Magistrate.

(Ord. No. 784, § 1, 10-23-78; Ord. No. 1620, § 1, 5-22-86; Ord. No. 1864, § 1, 8-20-87; Ord. No. 3044, § 2, 11-4-99; Ord. No. 3836, § 1, 10-23-06; Ord. No. 4722, § II, 11-7-16)

14-16. Powers and duties of the State Veterinarian and Livestock Board.

A. The State Veterinarian shall designate the type or types of anti-rabies vaccines that may be used for vaccination of animals, the period of time between vaccination and revaccination, and the dosage and method of administration of the vaccine.

B. The Arizona Livestock Board shall regulate the handling and disposition of animals classed as livestock that have been bitten by a rabid or suspected rabid animal or are showing symptoms suggestive of rabies.

(Ord. No. 784, § 1, 10-23-78; Ord. No. 1620, § 1, 5-22-86; Ord. No. 3044, § 2, 11-4-99)

14-17. Powers and duties of State Department of Health Services.

A. The State Department of Health Services shall regulate the handling and disposition of animals other than livestock that have been bitten by a rabid or suspected rabid animal, or are showing symptoms suggestive of rabies.

B. The State Department of Health Services may require the enforcement agent to submit a record of all dog licenses issued, and in addition any information deemed necessary to aid in the control of rabies.

(Ord. No. 784, § 1, 10-23-78; Ord. No. 1620, § 1, 5-22-86; Ord. No. 3044, § 2, 11-4-99)

14-18. Powers and duties of Enforcement Agent.

A. The Enforcement Agent shall:

1. Enforce the provisions of this article; the regulations promulgated thereunder.
2. Issue citations for the violation of the provisions of this article; the regulations promulgated thereunder. The procedure for the issuance of notices to appear shall be as provided for peace officers in A.R.S. § 13-3903, except that the Enforcement Agent shall not make an arrest before issuing the notice.
3. Be responsible for declaring a rabies quarantine area within area of jurisdiction. When a quarantine area has been declared the Enforcement Agent shall meet with the State Veterinarian and Representatives from the Department of Health Services and the Game and Fish Department to implement an emergency program for the control of rabies within an area. Any regulations restricting or involving movements of livestock within an area shall be subject to approval by the State Veterinarian.

B. The issuance of citations pursuant to this section shall be subject to the provisions of A.R.S. § 13-3899.

C. The Enforcement Agent may designate deputies.

(Ord. No. 784, § 1, 10-23-78; Ord. No. 1620, § 1, 5-22-86; Ord. No. 3044, § 2, 11-4-99)

14-19. License fees for dogs; issuance of dog tags; records; penalties.

A. The County Board of Supervisors shall set an annual license fee which shall be paid for each dog four (4) months of age or over that is kept, harbored, or maintained within the boundaries of the County for at least thirty (30) consecutive days of each calendar year. License fees shall become payable at the discretion of the County Board of Supervisors. The licensing period shall not exceed the period of time for revaccination as designated by the State Veterinarian. License

fees shall be paid within ninety (90) days to the County Treasurer or his/her authorized representative. A penalty fee set by the County Board of Supervisors shall be added to the license fee in the event that application is made subsequent to the date on which the dog is required to be licensed under the provisions of this article. This penalty shall not be assessed against applicants who furnish adequate proof that the dog to be licensed has been in their possession or in the County less than thirty (30) consecutive days.

B. Durable dog tags shall be provided by the County Board of Supervisors. Each dog licensed under the terms of this article shall receive, at the time of licensing, such a tag on which shall be inscribed the name of the County, the number of the license, and the date on which it expires. The tag shall be attached to a collar or harness which shall be worn by the dog at all times while running at large, except as otherwise provided in this article. Whenever a dog tag is lost, a duplicate tag shall be issued upon application by the owner and payment of fee established by the County Board of Supervisors to the County Treasurer or his/her authorized representative.

C. The County Board of Supervisors may set license fees that are lower for dogs permanently incapable of procreation. An applicant for a license for a dog claimed to be incapable of procreation shall furnish adequate proof satisfactory to the County Enforcement Agent that such a dog has been surgically altered to be permanently incapable of procreation.

D. Any person who fails within fifteen (15) days after written notification from the County Enforcement Agent to obtain a license for a dog required to be licensed, counterfeits or attempts to counterfeit an official dog tag, or removes such tag from any dog for the purpose of willful and malicious mischief or places a dog tag upon a dog unless the tag was issued for that particular dog is guilty of a Class 2 misdemeanor.

14-19.1. Kennel permit; fee; violation; classification.

A. A person operating a kennel shall obtain a permit issued by the Board of Supervisors of the County where the kennel is located except if each individual dog is licensed.

B. The annual fee for the kennel permit is seventy-five dollars ($75.00).

C. A dog remaining within the kennel is not required to be licensed individually under section 4-19. A dog leaving the controlled kennel conditions shall be licensed under section 4-19 except if the dog is only being transported to another kennel which has a permit issued under this section.

D. A person who fails to obtain a kennel permit under this section is subject to a penalty of twenty-five dollars ($25.00) in addition to the annual fee.

E. A person who knowingly fails within thirty (30) days after written notification from the County Enforcement Agent to obtain a kennel permit is guilty of a Class 2 misdemeanor.

(Ord. No. 784, § 1, 10-23-78; Ord. No. 990, § 1, 8-20-81; Ord. No. 1620, § 1, 5-22-86; Ord. No. 1707, § 1, 10-9-86; Ord. No. 2181, § 1, 9-27-90; Ord. No. 3044, § 2, 11-4-99)

14-20. Anti-rabies vaccination; vaccination and license stations.
A. Before a license is issued for any dog, the owner must present a vaccination certificate signed by a veterinarian stating the owner's name and address and giving the dog's description, date of vaccination, and type, manufacturer, and serial number of the vaccine used and date revaccination is due. A duplicate of each rabies vaccination certificate issued shall be transmitted to the Enforcement Agent on or before the tenth day of the month following the month during which the dog was vaccinated. No dog shall be licensed unless it is vaccinated in accordance with the provisions of this article and the regulations promulgated thereunder.

B. A dog vaccinated in any other State prior to entry into Arizona may be licensed in Arizona; provided, that, at the time of licensing, the owner of such dog presents a vaccination certificate, signed by a veterinarian licensed to practice in that State or a veterinarian employed by a governmental agency in that State, stating the owner's name and address and giving the dog's description, date of vaccination, and type, manufacturer, and serial number of the vaccine used. The vaccination must be in conformity with the provisions of this article and the regulations promulgated thereunder.

C. The Enforcement Agent shall make provisions for vaccination clinics as deemed necessary. The vaccination shall be performed by a veterinarian.
(Ord. No. 784, § 1, 10-23-78; Ord. No. 1620, § 1, 5-22-86; Ord. No. 3044, § 2, 11-4-99)

14-21. Rabies control fund.
A. The Enforcement Agent or his/her authorized representative shall place the monies collected by him/her under the provisions of this article in a special fund to be known as the "rabies control fund" to be used for the enforcement of the provisions of this article and the regulations promulgated thereunder.

B. Any unencumbered balance remaining in the rabies control fund at the end of a fiscal year shall be carried over into the following fiscal year.
(Ord. No. 784, § 1, 10-23-78; Ord. No. 1620, § 1, 5-22-86; Ord. No. 3044, § 2, 11-4-99)

14-22. Dogs not permitted at large; wearing licenses.
A. In a rabies quarantine area, no dogs shall be permitted at large. Each dog shall be confined within an enclosure on the owner's property, or secured so that the dog is confined entirely to the owner's property, or on a leash not to exceed six (6) feet in length and directly under the owner's control when not on the owner's property.

B. Any dog over the age of four (4) months running at large shall wear a collar or harness to which is attached a valid license tag. Dogs used for control of livestock or while being used or trained for hunting or dogs while being exhibited or trained at a kennel club event or dogs while engaged in races approved by the Arizona Racing Commission, and such dogs while being transported to and from such events, need not wear a collar or harness with a valid license attached; provided, that they are properly vaccinated, licensed and controlled.

C. If any dog is at large on the public streets, public parks or public property, then said dog's owner or custodian is in violation of this article.

D. Any custodian of a dog or person whose dog is at large is in violation of this article. A dog is not at large:

1. If said dog is restrained by a leash, chain, rope, or cord not more than six (6) feet in length, and of sufficient strength to control action of said dog.
2. If said dog is used for control of livestock or while being used or trained for hunting or being exhibited or trained at a kennel club event, or while engaged in races approved by the Arizona Racing Commission.
3. While said dog is actively engaged in dog obedience training, accompanied by and under the control of his/her owner or trainer; provided, that the person training said dog has in his/her possession a dog leash not more than six (6) feet in length and of sufficient strength to control said dog, and, further, that said dog is actually enrolled in or has graduated from a dog obedience training school.
4. If said dog, whether on or off the premises of the owner or custodian, is controlled as provided in paragraph 1. of this subsection, or is within a suitable enclosure which actually confines the dog.

E. Any dog(s) at large shall be apprehended and impounded by an Enforcement Agent.

1. Said agent shall have the right to enter upon private property when it shall be necessary to do so in order to apprehend any dog that has been running at large. Such entrance upon private property shall be in reasonable pursuit of such dog(s), and shall not include entry into a domicile unless it be at the invitation of the occupant.
2. Said agent may issue a citation(s) to the dog owner or person acting for the owner when the dog is at large. The procedure of the issuance of notice to appear shall be as provided for peace officers in A.R.S. § 13-3903, except the enforcement agent shall not make an arrest before issuing the notice. The issuance of citation(s) pursuant to this article shall be subject to provisions of A.R.S. § 13-3899.
3. In the judgment of the Enforcement Agent, if any dog at large or other animal that is dangerous, vicious, or fierce and a threat to human safety that cannot be safely impounded may be immediately slain.

(Ord. No. 784, § 1, 10-23-78; Ord. No. 1620, § 1, 5-22-86; Ord. No. 3044, § 2, 11-4-99)

14-23. Establishment of pounds; impounding and disposing of dogs and cats; reclaiming impounded dogs and cats; pound fees.

A. Any stray dog shall be impounded. All dogs and cats impounded shall be given proper care and maintenance.

B. Each stray dog or any cat impounded shall be kept and maintained at the pound for a minimum of seventy-two (72) hours unless claimed by its owner. Any person may purchase such a dog or cat upon expiration of the impoundment period, provided such person pays all pound fees and complies with the licensing and vaccinating provisions of this article. If the dog or cat is not claimed within the impoundment period, the Enforcement Agent shall take possession and may place the dog or cat for sale or may dispose of the dog or cat in an humane manner. If such dog or cat is to be used for medical research, no license or vaccination shall be required. The Enforcement Agent may destroy impounded sick or injured dogs or cats whenever such destruction is necessary to prevent such dog or cat from suffering or to prevent the spread of disease.

C. Any impounded, licensed dog or any cat may be reclaimed by its owner or such owner's agent; provided, that the person reclaiming the dog or cat furnishes proof of right to do so and pays all pound fees. If the dog or cat is not reclaimed within the impoundment period, the enforcement agent shall take possession and may place the dog or cat for sale or may dispose of the dog or cat in a humane manner. Any person purchasing such a dog or cat shall pay all pound fees.
(Ord. No. 784, § 1, 10-23-78; Ord. No. 1620, § 1, 5-22-86; Ord. No. 3044, § 2, 11-4-99)

14-24. Proper care, maintenance and destruction of impounded animals.
A. Any animal impounded in a County, City or Town pound shall be given proper and humane care and maintenance.

B. Any dog or cat destroyed while impounded in a County, City or Town pound shall be destroyed only by the use of one (1) of the following:

1. Sodium pentobarbital or a derivative of sodium pentobarbital.
2. Nitrogen gas.
3. T-61 euthanasia solution or its generic equivalent.

C. If an animal is destroyed by means specified in subsection B. paragraph 1. or 3. of this section, it shall be done by a licensed veterinarian or in accordance with procedures established by the State Veterinarian pursuant to Section 24-153, A.R.S.

D. The governing body of any County, City or Town which operates a pound shall establish procedures for the humane destruction of impounded animals by the methods described in subsections B. and C. of this section.
(Ord. No. 784, § 1, 10-23-78; Ord. No. 1620, § 1, 5-22-86; Ord. No. 3044, § 2, 11-4-99)

14-25. Removing impounded animals.
No person may remove or attempt to remove an animal which has been impounded or which is in the possession of the enforcement agent, except in accordance with the provisions of this article and the regulations promulgated thereunder.
(Ord. No. 784, § 1, 10-23-78; Ord. No. 1620, § 1, 5-22-86; Ord. No. 3044, § 2, 11-4-99)

14.26. Vicious animals.

14-26.1 Viciousness determination.
A. Any person, including a County Animal Control Officer, having reasonable grounds to believe an animal is vicious may petition a City Magistrate for a determination that the animal is vicious.

B. Any time after the petition is filed the Court may, if it finds that there are reasonable grounds to believe that the animal poses a risk of injury to any person or to animals owned by others, order that the animal be impounded on such terms as the court deems necessary to protect public safety.

C. After notice to the owner of the animal, the City Magistrate shall conduct a hearing. The hearing shall be informal and open to the public. Oral and documentary evidence may be taken from any interested party and considered in determining whether the animal is vicious. Any owner

who fails to appear after notice may be deemed to have waived any right to introduce evidence. The decision shall be based on the preponderance of evidence.

D. A viciousness determination may be conducted in conjunction with and as a part of a criminal proceeding for any violation of this Chapter if viciousness is alleged in the complaint.

E. Any fee for filing a petition or fees for service of hearing notices pursuant to this section may be deferred or waived by the court.

F. Any decision of the City Magistrate may be appealed to the Superior Court.
State law reference(s)—Vicious animals, A.R.S. § 13-1208.

14-26.2 Disposition of vicious animals. Upon determining an animal to be vicious, the Court shall enter such orders, as it deems necessary to protect the public. The Court may order, but is not limited to the following:
A. Require the animal to have permanent identification.

B. Require the owner to keep Maricopa Animal Control informed of any change in location or ownership of the animal.

C. That the owner of the vicious animal display in a prominent place on the premises where the animal is kept a sign in three-inch letters, easily readable by the public, using the words "Vicious Animal."

D. That the owner obtain public liability insurance in a single incident amount of at least one hundred thousand dollars ($100,000.00) for bodily injury or death of any person or for damage to property caused by the vicious animal.

E. That the animal be destroyed.

F. That the animal at all times be securely confined indoors or in a securely enclosed and locked pen or kennel, except when leashed and muzzled. Any such confinement must be in a humane manner providing adequate ventilation, water, food and shelter from the elements and not be subject to excessive temperatures. The length and width of the locked pen or kennel must be at least two (2) times the animal's body length and at least three (3) inches taller than the animal's full standing height.

G. That the animal be spayed or neutered.
State law reference(s)—Destruction of vicious animals, A.R.S. § 11-1014.

14-26.3 Authority of Enforcement Agent to determine an animal to be vicious. The County Enforcement Agent, upon good cause is hereby authorized to determine an animal to be vicious and to make such orders as the Enforcement Agent deems necessary to protect the public, including but not limited to the orders listed hereinabove in Section 14-26.2, A through H.

A. The County Enforcement Agent shall serve notice of its determination of viciousness and order on the animals' owner or on any person found to be in possession of the animal if the owner cannot be determined.

B. Service shall be accomplished in accordance with Rule 4.1, Arizona Rules of Civil Procedure.

C. The Notice shall give the owner and/or person in possession of the animal or any other interested person thirty (30) days to appeal such determination and order and request a hearing before the Justice of the Peace or City Magistrate.

D. In the event of an appeal, the Justice of the Peace or City Magistrate shall conduct a hearing de novo and treat the matter as a petition filed per Section 14-26.1 herein above.

14-26.4 Handling of biting animals; responsibility for reporting animal bites.
A. An unlicensed or unvaccinated dog or any cat that bites any person shall be confined and quarantined in an authorized pound or, upon request of and at the expense of the owner, at a veterinary hospital for a period of not less than seven (7) days. A dog properly licensed and vaccinated pursuant to this article, that bites any person, may be confined and quarantined at the home of the owner or wherever the dog is harbored and maintained with the consent of and in a manner prescribed by the Enforcement Agent.

B. Any animal other than a dog or cat that bites any person shall be confined and quarantined in an authorized pound or, upon the request of and at the expense of the owner, at a veterinary hospital for a period of not less than fourteen (14) days; provided, that livestock shall be confined and quarantined for the fourteen-day period in a manner regulated by the Arizona Livestock Sanitary Board. If the animal is a caged rodent, it may be confined and quarantined at the home of the owner or where it is harbored or maintained, for the required period of time, with the consent of and in a manner prescribed by the Enforcement Agent.

C. Any wild animal which bites any person may be killed and submitted to the Enforcement Agent or his/her deputies for transmission to an appropriate diagnostic laboratory.

D. Whenever an animal bites any person, the incident shall be reported to the Enforcement Agent immediately by any person having direct knowledge.

E. The County Enforcement Agent may destroy any animal confined and quarantined pursuant to this section prior to the termination of the minimum confinement period for laboratory examination for rabies if:

(1) Such animal shows clear clinical signs of rabies.
(2) The owner of such animal consents to its destruction.

F. Any animal subject to licensing under this article found without a tag identifying its owner shall be deemed unowned.

G. The County Enforcement Agent shall destroy a vicious animal upon an order of a Justice of the Peace or a City Magistrate. A Justice of the Peace or City Magistrate may issue such an order after notice to the owner, if any, and a hearing.
(Ord. No. 784, § 1, 10-23-78; Ord. No. 1620, § 1, 5-22-86; Ord. No. 3044, § 2, 11-4-99; Ord. No. 3044, § 2, 11-4-99; Ord. No. 3836, § 2, 10-23-06)

~~**14-27. Authority to take control and custody of animals left unattended.**~~
~~When an animal is left unattended due to the arrest of its owner or person in control of the animal, the County Enforcement Officer is authorized to take control and custody of the animal until the animal is claimed by the owner or owner's agent. Any animal taken into custody subject to this section shall be kept and released in accordance with the provisions of this article and the regulations promulgated thereunder, provided however, an owner shall have a minimum of seven (7) days to claim an animal before the impoundment period is considered to have expired.~~
~~(Ord. No. 3836, § 3, 10-23-06)~~

14-28. Dogs; liability.
Injury to any person or damage to any property by a dog while at large shall be the full responsibility of the dog owner or person or persons responsible for the dog when such damages were inflicted.
(Ord. No. 784, § 1, 10-23-78; Ord. No. 1620, § 1, 5-22-86; Ord. No. 3044, § 2, 11-4-99; Ord. No. 3836, § 4, 10-23-06)

14-29. Unlawful keeping of dogs.
It is unlawful for a person to keep, harbor or maintain a dog within the City except as provided by the terms of this article.
(Ord. No. 784, § 1, 10-23-78; Ord. No. 1620, § 1, 5-22-86; Ord. No. 3044, § 2, 11-4-99; Ord. No. 3836, § 4, 10-23-06)

14-30. Unlawful interference with Enforcement Agent.
It is unlawful for any person to interfere with the Enforcement Agent in the performance of his/her duties.
(Ord. No. 784, § 1, 10-23-78; Ord. No. 1620, § 1, 5-22-86; Ord. No. 3044, § 2, 11-4-99; Ord. No. 3836, § 4, 10-23-06)

~~**14-31. Unlawful restraint of a dog.**~~
~~An owner shall not cruelly restrain a dog or permit a dog to remain attached to a stationary object during extreme weather conditions.~~
~~(Ord. No. 4722, § II, 11-7-16)~~

14-32. Violation; classification.
Any person who fails to comply with an order of a City Magistrate regarding a vicious animal or fails to comply with the requirements of this article, or violates any of its provisions, is guilty of a Class 2 misdemeanor, and may be subject to imprisonment for a maximum period of four (4) months, or fined a maximum of seven hundred fifty dollars ($750.00) or both. Each day a violation continues is a separate offense.

(Ord. No. 784, § 1, 10-23-78; Ord. No. 1620, § 1, 5-22-86; Ord. No. 3044, § 2, 11-4-99; Ord. No. 3836, § 5, 10-23-06; Ord. No. 4722, § III, 11-7-16)

ARTICLE III – CHICKENS

14-33. Backyard Chickens.
Chickens may be kept for personal use only on any lot that is located within a residential district, the principal use of which is a single-family residential home, subject to the following requirements:

a) No more than five (5) chickens may be kept on an individual lot.
b) Chickens must be contained within the rear or side yards and may not be permitted to trespass upon another property or upon any street, alley, or other public place.
c) The chickens must be housed in a secured chicken coop. The outer edge of the chicken coop structure may not be closer than five (5) feet from any property line abutting, adjoining, or otherwise meeting the property line of the residential lot or parcel where the chickens are kept. A chicken coop may not exceed the height of the surrounding property wall.
d) Chicken coops exceeding one hundred and twenty (120) square feet in size or seven (7) feet in height require a building permit and are considered an accessory building subject to regulations pursuant to Section 35-2202 Accessory Buildings and Guest Quarters.
e) Chicken coops served with utilities (e.g., electrical, plumbing) require applicable permits to ensure conformance with building safety requirements regardless of coop size.
f) Properties must comply with property maintenance regulations contained in Chapter 30 of this Code.

14-33. Roosters Prohibited.
Roosters are prohibited anywhere within the City.

14-34. Penalties and Enforcement.
Any person that violates this Article is subject to the civil penalties identified in Chapter 30-11 of the Chandler City Code. Enforcement of this Article will be conducted in accordance with the procedures of Article II of Chapter 30 of the Chandler City Code. Violations of this Article are considered violations of the Chandler Property Maintenance Ordinance for purposes of Article II of Chapter 30 of the Chandler City Code.

ARTICLE IV - ANIMAL CRUELTY, SEIZURE AND FORFEITURE OF ANIMALS SUBJECT TO CRUELTY; DISPOSITION OF DISPLACED ANIMALS

14-35. DEFINITIONS.
IN THIS ARTICLE, UNLESS THE CONTEXT OTHERWISE REQUIRES:

ADEQUATE MEDICAL CARE MEANS ADEQUATE AND TIMELY MEDICAL CARE AND TREATMENT OF AN ANIMAL FROM OR UNDER THE DIRECTION OF A VETERINARIAN AND NECESSARY TO MAINTAIN GOOD HEALTH FOR THE SPECIFIC AGE, SIZE, SPECIES, AND BREED OF ANIMAL OR TO PREVENT AN ANIMAL FROM

SUFFERING FROM: (A) ONGOING INFECTIONS; (B) INFESTATION OF PARASITES; (C) DISEASE; OR (D) ANY OTHER MEDICAL CONDITION, INJURY, OR DISABILITY WHERE WITHHOLDING OR NEGLECTING TO PROVIDE SUCH CARE WOULD ENDANGER THE HEALTH OR WELFARE OF THE ANIMAL.

ADEQUATE SHELTER MEANS ANY NATURAL OR ARTIFICIAL COVER ACCESSIBLE TO AN ANIMAL THROUGHOUT THE YEAR WHICH IS STRUCTURALLY SOUND, MAINTAINED IN GOOD REPAIR TO PROTECT THE ANIMAL FROM INJURY, AND OF SUFFICIENT SIZE TO PERMIT THE ANIMAL TO ENTER, STAND, TURN AROUND, AND LIE DOWN IN A NATURAL MANNER. ADEQUATE SHELTER MUST PROTECT THE ANIMAL FROM EXTREME WEATHER CONDITIONS, HAVE ADEQUATE VENTILATION AND DRAINAGE, AND BE MAINTAINED IN A MANNER WHICH MINIMIZES THE RISK OF DISEASE, INFESTATIONS, OR PARASITES.

ANIMAL MEANS A MAMMAL, BIRD, REPTILE OR AMPHIBIAN.

COLLAR MEANS ANY COLLAR CONSTRUCTED OF NYLON, LEATHER, METAL, OR SIMILAR MATERIAL, SPECIFICALLY DESIGNED TO BE USED ON A DOG.

CRUEL ABUSE MEANS TO TORTURE OR OTHERWISE INFLICT UNNECESSARY PHYSICAL INJURY UPON AN ANIMAL, OR TO KILL AN ANIMAL IN A MANNER THAT CAUSES UNREASONABLE SUFFERING TO THE ANIMAL.

CRUEL NEGLECT MEANS TO FAIL TO PROVIDE AN ANIMAL WITH NECESSARY FOOD THAT IS APPROPRIATE FOR THE SPECIES AND FIT FOR CONSUMPTION, WATER THAT IS SUITABLE FOR DRINKING, ADEQUATE SHELTER, OR ADEQUATE MEDICAL CARE.

CUSTODIAN MEANS ANY PERSON KEEPING, POSSESSING, OR MAINTAINING ANY ANIMAL.

DISPLACED ANIMAL MEANS ANY ANIMAL THAT WOULD BE LEFT UNATTENDED DUE TO THE ARREST, HOSPITALIZATION OR DEATH OF THE OWNER OR CUSTODIAN, AND POLICE ARE UNABLE TO IDENTIFY ANY PERSON WILLING AND ABLE TO TAKE IMMEDIATE CUSTODY OF THE ANIMAL.

DOMESTIC ANIMAL MEANS AN ANIMAL USUALLY DOMICILED WITH OR CARED FOR BY HUMANS, INCLUDING, BUT NOT LIMITED TO, A CAT, DOG, HORSE OR CATTLE.
ENFORCEMENT AGENT MEANS ANY PERSON DESIGNATED BY THE CITY WHO IS RESPONSIBLE FOR THE ENFORCEMENT OF THIS ARTICLE AND THE REGULATIONS PROMULGATED THEREUNDER.

EXTREME WEATHER CONDITIONS MEANS THE ACTUAL OR EFFECTIVE OUTDOOR TEMPERATURE IS BELOW 32 DEGREES FAHRENHEIT OR ABOVE 100 DEGREES FAHRENHEIT; A HEAT ADVISORY HAS BEEN ISSUED BY A LOCAL, STATE, OR NATIONAL AUTHORITY FOR THE AREA; OR A MONSOON, HURRICANE, TROPICAL-

STORM, DUST-STORM OR TORNADO WARNING HAS BEEN ISSUED FOR THE AREA BY A LOCAL, STATE, OR NATIONAL AUTHORITY.

HANDLER MEANS A LAW ENFORCEMENT OFFICER OR ANY OTHER PERSON WHO HAS SUCCESSFULLY COMPLETED A COURSE OF TRAINING PRESCRIBED BY THE PERSON'S AGENCY OR THE SERVICE ANIMAL OWNER AND WHO USED A SPECIALLY TRAINED ANIMAL UNDER THE DIRECTION OF THE PERSON'S AGENCY OR THE SERVICE ANIMAL OWNER.

IMPOUND OR IMPOUNDMENT MEANS THE ACT OF TAKING OR RECEIVING INTO CUSTODY BY A PEACE OFFICER ANY ANIMAL FOR THE PURPOSE OF CONFINEMENT, ANY FACILITY OPERATED BY A PERSON, ORGANIZATION, AGENCY, SHELTER OR VETERINARY CLINIC IN ACCORDANCE WITH THE PROVISIONS OF THIS CHAPTER.

OWNER MEANS ANY PERSON, GROUP OF PERSONS OR CORPORATION/BUSINESS OWNING, KEEPING, OR HARBORING AN ANIMAL.

POISON OR *ATTEMPT TO POISON* INCLUDES THE ACT OF PLACING FOOD, WATER, OR LURE OF ANOTHER SORT WHICH CONTAINS POISON OR CONTAINS HEALTH THREATENING FOREIGN OBJECTS, SUCH AS GLASS OR METAL, IN A LOCATON WHERE ANY ANIMAL MAY BE ATTRACTED TO IT.
PROPERLY FITTED MEANS A COLLAR THAT MEASURES THE CIRCUMFERENCE OF A DOG'S NECK PLUS ONE INCH.

RESTRAINT MEANS A CHAIN, ROPE, TETHER, LEASH, CABLE, OR OTHER DEVICE THAT ATTACHES A DOG TO A STATIONARY OBJECT OR TROLLEY SYSTEM.

SERVICE ANIMAL MEANS AN ANIMAL THAT HAS COMPLETED A FORMAL TRAINING PROGRAM, THAT ASSISTS ITS OWNER IN ONE OR MORE DAILY LIVING TASKS THAT ARE ASSOCIATED WITH A PRODUCTIVE LIFESTYLE AND THAT IS TRAINED TO NOT POSE A DANGER TO THE HEALTH AND SAFETY OF THE GENERAL PUBLIC.

WORKING ANIMAL MEANS A HORSE OR DOG USED BY A LAW ENFORCEMENT AGENCY, SPECIALLY TRAINED FOR LAW ENFORCEMENT WORK AND THAT IS UNDER THE CONTROL OF A HANDLER.

14-36. ANIMAL CRUELTY.
A. A PERSON COMMITS ANIMAL CRUELTY IF THE PERSON DOES ANY OF THE FOLLOWING:

1. INTENTIONALLY, KNOWINGLY OR RECKLESSLY SUBJECTS ANY ANIMAL UNDER THE PERSON'S CUSTODY OR CONTROL TO CRUEL NEGLECT OR ABANDONMENT.
2. INTENTIONALLY, KNOWINGLY OR RECKLESSLY FAILS TO PROVIDE MEDICAL ATTENTION NECESSARY TO PREVENT UNREASONABLE

SUFFERING TO ANY ANIMAL UNDER THE PERSON'S CUSTODY OR CONTROL.

3. INTENTIONALLY, KNOWINGLY OR RECKLESSLY INFLICTS UNNECESSARY PHYSICAL INJURY TO ANY ANIMAL.
4. INTENTIONALLY, KNOWINGLY OR RECKLESSLY SUBJECTS ANY ANIMAL TO CRUEL ABUSE.
5. INTENTIONALLY, KNOWINGLY OR RECKLESSLY KILLS OR ATTEMPTS TO KILL ANY ANIMAL UNDER THE CUSTODY OR CONTROL OF ANOTHER PERSON WITHOUT EITHER LEGAL PRIVILEGE OR CONSENT OF THE OWNER.
6. RECKLESSLY INTERFERES WITH, STRIKES, KILLS OR HARMS A WORKING OR SERVICE ANIMAL WITHOUT EITHER LEGAL PRIVILEGE OR CONSENT OF THE OWNER.
7. INTENTIONALLY, KNOWINGLY OR RECKLESSLY LEAVES AN ANIMAL UNATTENDED AND CONFINED IN A MOTOR VEHICLE, TRAILER, OR OTHER MEANS OF CONVEYANCE FOR A PERIOD OF TIME LONG ENOUGH TO THREATEN ITS LIFE OR HEALTH, INCLUDING BY SUBJECTING THE ANIMAL TO INADEQUATE AIR CIRCULATION OR BY EXPOSURE TO EXTREME HEAT OR COLD.
8. RECKLESSLY ALLOWS ANY DOG THAT IS UNDER THE PERSON'S CUSTODY OR CONTROL TO INTERFERE WITH, KILL OR CAUSE PHYSICAL INJURY TO A SERVICE ANIMAL.
9. STRIKES ANY DOMESTIC ANIMAL WITH A VEHICLE RESULTING IN INJURY TO THE ANIMAL AND LEAVES THE SCENE WITHOUT RENDERING AID AND ASSISTANCE IN THE CARE OF SUCH ANIMAL, IF SUCH ACTION CAN BE TAKEN WITH REASONABLE SAFETY.
10. INTENTIONALLY OR KNOWINGLY POISONS OR ATTEMPTS TO POISON ANY DOMESTIC ANIMAL.
11. INTENTIONALLY, KNOWINGLY OR RECKLESSLY USES A BAITED TRAP OR MECHANICAL DEVICE TO CAPTURE AN ANIMAL, CAUSING IT INJURY, DEATH. OR UNREASONABLE SUFFERING.

B. IT IS A DEFENSE TO SUBSECTION (A) ABOVE IF:

1. TO PROTECT HIMSELF OR HIS LIVESTOCK OR POULTRY, A PERSON DOES THE FOLLOWING:
    a. EXPOSES POISON TO BE TAKEN BY A DOG THAT HAS KILLED OR WOUNDED LIVESTOCK OR BY PREDATORY ANIMALS ON PREMISES OWNED, LEASED OR CONTROLLED BY THE PERSON; AND
    b. THE TREATED PROPERTY IS KEPT POSTED BY THE PERSON WHO AUTHORIZED OR PERFORMED THE TREATMENT UNTIL THE POISON HAS BEEN REMOVED; AND
    c. THE POISON IS REMOVED AFTER THE THREAT TO THE PERSON OR THE PERSON'S LIVESTOCK OR POULTRY HAS CEASED TO EXIST.
    d. THE POSTING REQUIRED SHALL PROVIDE ADEQUATE WARNING TO PERSONS WHO ENTER THE PROPERTY BY THE POINT OR POINTS OF NORMAL ENTRY. THE WARNING NOTICE THAT IS POSTED SHALL BE

READABLE AT A DISTANCE OF FIFTY (50) FEET, SHALL CONTAIN A POISON STATEMENT AND SYMBOL, AND SHALL STATE THE WORD "DANGER" OR "WARNING".

2. A PERSON USES POISONS IN AND IMMEDIATELY AROUND BUILDINGS OWNED, LEASED OR CONTROLLED BY THE PERSON FOR THE PURPOSE OF CONTROLLING RODENTS AS OTHERWISE ALLOWED BY THE LAWS OF THE STATE.

C. IT IS NOT A DEFENSE TO SUBSECTION (A) ABOVE IF:

1. THE ANIMAL WAS TRESPASSING ON PROPERTY OWNED OR CONTROLLED BY THE PERSON ALLEGED TO HAVE VIOLATED THIS SECTION.
2. THE ANIMAL WAS NOT RESTRAINED IN COMPLIANCE WITH ANY LEASH LAW, INCLUDING SECTION 14-22.
3. THE PERSON ALLEGED TO HAVE VIOLATED THIS SECTION DID NOT KNOW THAT THE ANIMAL WAS UNDER THE CUSTODY OR CONTROL OF ANOTHER PERSON.

D. THIS SECTION DOES NOT PROHIBIT OR RESTRICT:

1. THE TAKING OF WILDLIFE OR OTHER ACTIVITIES PERMITTED BY OR PURSUANT TO A.R.S. TITLE 17.
2. ACTIVITIES PERMITTED BY OR PURSUANT TO A.R.S. TITLE. 3.
3. ACTIVITIES REGULATED BY THE ARIZONA GAME AND FISH DEPARTMENT OR THE ARIZONA DEPARTMENT OF AGRICULTURE.
4. ANY ACTIVITY INVOLVING A DOG, WHETHER THE DOG IS RESTRAINED OR NOT, IF THE ACTIVITY IS DIRECTLY RELATED TO THE BUSINESS OF SHEPHERDING OR HERDING LIVESTOCK AND THE ACTIVITY IS NECESSARY FOR THE SAFETY OF A HUMAN, THE DOG OR LIVESTOCK.

E. A PERSON IN VIOLATION OF THIS SECTION SHALL BE GUILTY OF A CLASS 1 MISDEMEANOR AND SHALL BE PUNISHED IN ACCORDANCE WITH SECTION 1-8 OF CHAPTER 1 OF THIS CODE.

F. A PERSON CONVICTED OF VIOLATING THIS SECTION SHALL BE REQUIRED BY THE COURT TO MAKE RESTITUTION TO THE OWNER OF THE ANIMAL IN THE FULL AMOUNT OF THE OWNER'S ECONOMIC LOSS UNLESS THE CONVICTED PERSON IS THE OWNER.

1. THE FULL AMOUNT OF ECONOMIC LOSS SHALL INCLUDE, BUT NOT BE LIMITED TO, THE COST OF VETERINARY CARE, BOARDING, AND NECROPSY; THE VALUE OF THE ANIMAL; COST OF A REPLACEMENT ANIMAL; COST OF TRAINING A REPLACEMENT ANIMAL; AND
2. IN THE CASE OF A WORKING OR SERVICE ANIMAL, ANY ADDITIONAL COSTS INCURRED TO REPLACE THE SERVICES OF THE WORKING OR SERVICE ANIMAL WHILE THE ANIMAL REMAINS UNAVAILABLE TO ITS OWNER.

G. UPON CONVICTION OF A VIOLATION OF THIS SECTION, INVOLVING AN ANIMAL THAT IS UNDER THE CONVICTED PERSON'S CUSTODY OR CONTROL, THE COURT

SHALL ORDER THE VICTIMIZED ANIMAL FORFEITED TO THE CITY AND THE ANIMAL MAY THEN BE PLACED UP FOR ADOPTION THROUGH AN ANIMAL WELFARE ORGANIZATION, AN ANIMAL SHELTER, A SUITABLE HOME, OR HUMANELY DESTROYED. FOR PURPOSES OF FORFEITURE, A CONVICTION MAY RESULT FROM A VERDICT OF GUILTY, OR A PLEA OF GUILTY OR NO CONTEST PLEA. ALL RIGHT, TITLE AND INTEREST TO THE ANIMAL IS DEEMED TO HAVE VESTED IN THE CITY AS OF THE DATE OF THE COMMISSION OF THE ACT OR OMISSION GIVING RISE TO THE CONVICTION. THE COURT SHALL ORDER THE CONVICTED PERSON TO MAKE RESTITUTION TO THE CITY, ANIMAL WELFARE ORGANIZATION, ANIMAL SHELTER, VETERINARY CLINIC, OR SUITABLE HOME, VOLUNTEER OR PERSON FOR THE REASONABLE COSTS INCURRED IN SECURING, HOUSING, CARING FOR, FEEDING TREATING AND/OR HUMANELY DESTROYING THE ANIMAL FROM THE TIME OF SEIZURE OR IMPOUNDMENT TO THE TIME OF CONVICTION.

14-37. ANIMAL HOARDING.

A. PERSON COMMITS ANIMAL HOARDING IF A PERSON OWNS, POSSESSES, KEEPS, HARBORS, OR MAINTAINS A NUMBER OF ANIMALS IN A QUANTITY AND UNDER CIRCUMSTANCES INJURIOUS TO THE HEALTH OR WELFARE OF ANY ANIMAL OR PERSON. THESE CIRCUMSTANCES MAY INCLUDE ANY OF THE FOLLOWING:

1. ABANDONMENT;
2. UNSANITARY, OVERCROWDED, OR OTHER INHUMANE CONDITIONS;
3. FAILURE TO PROVIDE MEDICAL CARE AND TREATMENT THAT IS NECESSARY TO PREVENT UNREASONABLE SUFFERING; OR
4. FAILURE TO PROVIDE SUITABLE WATER FOR DRINKING OR NECESSARY FOOD THAT IS APPROPRIATE FOR THE SPECIES AND FIT FOR CONSUMPTION.

B. PENALTY:

1. A PERSON IN VIOLATION OF THIS SECTION SHALL BE GUILTY OF A CLASS 1 MISDEMEANOR AND SHALL BE PUNISHED IN ACCORDANCE WITH SECTION 1-8 OF CHAPTER 1 OF THIS CODE.
2. THE COURT SHALL ORDER RESTITUTION FOR VIOLATION OF THIS SECTION TO THE CITY, ANIMAL WELFARE ORGANIZATION, ANIMAL SHELTER, VETERINARY CLINIC, SUITABLE HOME, OR OTHER ANIMAL CARETAKER, AS APPLICABLE, FOR THE REASONABLE COSTS INCURRED IN SECURING, HOUSING, CARING FOR, FEEDING TREATING AND/OR HUMANELY DESTROYING THE ANIMAL FROM THE TIME OF SEIZURE OR IMPOUNDMENT TO THE TIME OF CONVICTION.
3. IN ADDITION TO ANY OTHER PENALTIES ALLOWED BY LAW, IF A PERSON IS PLACED ON SUPERVISED PROBATION, THE COURT MAY:
   a. ORDER THE PERSON TO SUBMIT TO PERIODIC INSPECTIONS NECESSARY TO ENSURE COMPLIANCE WITH THIS ARTICLE.
   b. PROHIBIT THE PERSON FROM OWNING, POSSESSING, KEEPING, HARBORING OR MAINTAINING ANY ANIMALS DURING THE PERIOD OF PROBATION.

14-38. UNLAWFUL RESTRAINT OF DOG.

A. A PERSON SHALL NOT RESTRAIN A DOG OUTSIDE BY USE OF A RESTRAINT THAT UNREASONABLY LIMITS THE DOG'S MOVEMENT OR DURING EXTREME WEATHER CONDITIONS. A RESTRAINT UNREASONABLY LIMITS A DOG'S MOVEMENT IF THE RESTRAINT:

1. USES A COLLAR THAT IS NOT PROPERLY FITTED TO THE DOG;
2. IS IN LENGTH SHORTER THAN TEN (10) FEET;
3. PLACES THE DOG IN UNSAFE OR UNSANITARY CONDITIONS;
4. CAUSES INJURY TO THE DOG; OR
5. DOES NOT PERMIT THE DOG ACCESS TO FOOD, WATER, SHADE, DRY GROUND, OR SHELTER.

B. A PERSON IN VIOLATION OF THIS SECTION SHALL BE GUILTY OF A CLASS 1 MISDEMEANOR AND SHALL BE PUNISHED IN ACCORDANCE WITH SECTION 1-8 OF CHAPTER 1 OF THIS CODE.

14-39. AUTHORITY TO SEIZE AND IMPOUND ANIMALS SUBJECTED TO CRUELTY, HOARDING OR UNLAWFUL RESTRAINT; COST OF CARE.

A. A PEACE OFFICER IS HEREBY AUTHORIZED AND EMPOWERED TO SEIZE AND IMPOUND ANY ANIMAL AS FOLLOWS:

1. ON PROCESS ISSUED PURSUANT TO THE PROVISIONS OF ARIZONA REVISED STATUTES TITLE 13, INCLUDING A SEARCH WARRANT; OR
2. IF THE PEACE OFFICER HAS REASONABLE GROUNDS TO BELIEVE THAT A VIOLATION OF SECTION 14-36, 14-37 OR 14-38 HAS OCCURRED; OR
3. IF THE PEACE OFFICER HAS REASONABLE GROUNDS TO BELIEVE THAT VERY PROMPT ACTION IS REQUIRED TO PROTECT THE HEALTH OR SAFETY OF THE ANIMAL OR THE HEALTH AND SAFETY OF OTHER ANIMALS.

B. WHENEVER A PEACE OFFICER SEIZES AND IMPOUNDS ANY ANIMAL PURSUANT TO THIS SECTION, THE PEACE OFFICER AND THE COURT SHALL COMPLY WITH THE POST-SEIZURE HEARING REQUIREMENTS OF SECTION 14-40.

C. THE CITY MAY CONTRACT WITH ANY PERSON, ORGANIZATION, AGENCY, SHELTER OR VETERINARY CLINIC TO TRANSPORT, HOUSE, CARE FOR AND TREAT AN ANIMAL THAT HAS BEEN SEIZED AND IMPOUNDED PURSUANT TO THE PROVISIONS OF THIS SECTION.

D. NOTHING IN THIS SECTION SHALL BE CONSTRUED TO PROHIBIT THE ATTORNEY FOR THE STATE, AFTER SEIZURE OF AN ANIMAL BY A PEACE OFFICER, FROM TAKING POSSESSION OF AND KEEPING THE ANIMAL WHEN THE ATTORNEY DEEMS THE ANIMAL TO BE OF EVIDENTIARY VALUE IN ANY CRIMINAL PROSECUTION RELATING TO THE CONDITION OF THE ANIMAL. IF THE ATTORNEY FOR THE STATE INTENDS TO TAKE POSSESSION OF AND RETAIN AN ANIMAL AS

EVIDENCE IN ANY CRIMINAL PROSECUTION, THE ATTORNEY SHALL PROMPTLY PROVIDE WRITTEN NOTICE TO THE POLICE DEPARTMENT.

E. THE OWNER OR CUSTODIAN OF AN ANIMAL PROPERLY SEIZED UNDER THIS SECTION IS LIABLE FOR THE COST OF HOUSING, CARING FOR AND TREATING THE ANIMAL UNLESS THE SEIZURE OR IMPOUNDMENT OF AN ANIMAL IS FOR EVIDENTIARY PURPOSES, SUPPORTED BY A WRITTEN NOTICE OF INTENT AS REQUIRED BY SUBSECTION (D), OR THE COURT DETERMINES AT A POST-SEIZURE HEARING THAT THE SEIZURE OR IMPOUNDMENT WAS UNJUSTIFIED OR INVALID. THE OWNER OR CUSTODIAN SHALL POST WITH THE COURT A BOND IN THE FORM OF CASH OR A SURETY'S UNDERTAKING TO OFFSET SOME OF THE COSTS INCURRED BY THE CITY RELATING TO THE HOUSING OF, CARING FOR AND TREATING THE ANIMAL. THE OWNER OR CUSTODIAN SHALL POST THE BOND WITHIN TEN (10) CALENDAR DAYS OF THE DATE OF THE NOTICE PROVIDED UNDER SECTION 14-40. IF THE OWNER OR CUSTODIAN FAILS TO POST THE BOND WITHIN THE SPECIFIED TIME, THE OWNER OR CUSTODIAN SHALL BE DEEMED TO HAVE ABANDONED THE ANIMAL AND DISPOSITION OF THE ANIMAL SHALL BE IN ACCORDANCE WITH SECTION 14-42.

F. UPON FORFEITURE OF AN ANIMAL, THE COURT SHALL FORFEIT THE BOND TO PAY THE EXPENSES INCURRED IN THE HOUSING OF, CARING FOR AND TREATING THE ANIMAL, IF THE BOND EXCEEDS THE EXPENSES, THE COURT SHALL EXONERATE THE BOND AMOUNT AND ORDER THE SECURITY RETURNED TO THE OWNER OR CUSTODIAN ONLY TO THE EXTENT THE BOND EXCEEDS THE EXPENSES INCURRED IN THE HOUSING OF, CARING FOR AND TREATMENT OF THE ANIMAL. THE COURT SHALL ORDER THE BOND EXONERATED AND THE SECURITY RETURNED TO THE OWNER OR CUSTODIAN IF AT THE CONCLUSION OF THE CASE THE ANIMAL IS NOT FORFEITED UNDER THIS ARTICLE.

G. THE BOND SHALL BE CALCULATED ACCORDING TO THE NUMBER OF ANIMALS SEIZED. UNDER TEN (10): FOUR HUNDRED DOLLARS ($400.00). TEN (10) TO TWENTY (20): SEVEN HUNDRED DOLLARS ($700.00). TWENTY-ONE (21) TO THIRTY (30): ONE THOUSAND DOLLARS ($1,000.00). OVER THIRTY (30): ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500.00).

14-40. POST-SEIZURE HEARINGS.

A. WHENEVER A PEACE OFFICER SEIZES AND IMPOUNDS ANY ANIMAL UNDER THE OFFENSES SET FORTH IN SECTIONS 14-36, 14-37, OR 14-38, THE OWNER OR CUSTODIAN MAY REQUEST A POST-SEIZURE HEARING TO DETERMINE:

1. THE VALIDITY OF THE SEIZURE OR IMPOUNDMENT; AND
2. THE DISPOSITION OF ANY VALIDLY SEIZED OR IMPOUNDED ANIMAL.

B. THE BURDEN OF PROOF SHALL BE BY A PREPONDERANCE OF THE EVIDENCE. THE FORMAL RULES OF EVIDENCE SHALL NOT APPLY AND RELIABLE HEARSAY SHALL BE ADMISSIBLE.

C. ON A FINDING THAT A VIOLATION OF SECTION 14-36, 14-37, OR 14-38 HAS OCCURRED OR THAT THE ANIMAL WILL SUFFER UNNECESSARILY DUE TO A DELAY IN ITS HUMANE DESTRUCTION, THE COURT MAY ORDER THE ANIMAL TO BE FORFEITED TO THE CITY. IF THE COURT DOES NOT FORFEIT THE ANIMAL, THE COURT SHALL, UPON DEMAND, DIRECT THE RELEASE OF THE ANIMAL TO THE OWNER OR CUSTODIAN.

D. THE POST-SEIZURE HEARING SHALL BE COMMENCED BY FILING OF THE NOTICE OF SEIZURE WITH THE COURT AND AS FOLLOWS:

1. IF THE OWNER OR CUSTODIAN IS KNOWN, THE OWNER OR CUSTODIAN MAY SIGN A STATEMENT PERMANENTLY RELINQUISHING OWNERSHIP OF THE ANIMAL TO THE CITY. THE STATEMENT SHALL INDICATE THAT THE ANIMAL WILL BE PLACED FOR ADOPTION THROUGH AN ANIMAL WELFARE ORGANIZATION, AN ANIMAL SHELTER, A SUITABLE HOME OR HUMANELY DESTROYED ACCORDING TO LAW.
2. IF THE OWNER'S OR CUSTODIAN'S WHEREABOUTS CANNOT BE DETERMINED, THE NOTICE SHALL BE SENT VIA REGULAR MAIL TO THE OWNER'S OR CUSTODIAN'S LAST KNOWN ADDRESS.
3. IF THE OWNER'S OR CUSTODIAN'S WHEREABOUTS ARE KNOWN OR REASONABLY ASCERTAINABLE, THE PEACE OFFICER SHALL PROVIDE THE FOLLOWING NOTICE WITHIN FORTY-EIGHT (48) HOURS OF THE SEIZURE OR IMPOUNDMENT, BY CAUSING NOTICE TO BE POSTED IN A CONSPICUOUS PLACE WHERE THE ANIMAL WAS SEIZED OR LOCATED, OR BY DELIVERING NOTICE OF THE SEIZURE OR IMPOUNDMENT TO THE OWNER OR CUSTODIAN, OR BOTH. THE NOTICE SHALL INCLUDE THE FOLLOWING:
   a. THE NAME, BUSINESS ADDRESS AND TELEPHONE NUMBER OF THE PERSON PROVIDING THE NOTICE.
   b. A DESCRIPTION OF THE ANIMAL SEIZED, INCLUDING IDENTIFICATION UPON THE ANIMAL IF ANY.
   c. THE AUTHORITY AND PURPOSE FOR THE SEIZURE OR IMPOUNDMENT.
   d. THE TIME, PLACE AND CIRCUMSTANCES UNDER WHICH THE ANIMAL WAS SEIZED.
   e. A STATEMENT THAT, IN ORDER TO RECEIVE A POST-SEIZURE HEARING, THE OWNER OR CUSTODIAN MUST, WITHIN TEN (10) CALENDAR DAYS OF THE DATE THE NOTICE WAS POSTED OR MAILED, SUBMIT A REQUEST FOR HEARING BY SIGNING AND RETURNING TO THE COURT A WRITTEN DECLARATION OF OWNERSHIP OR RIGHT TO KEEP THE ANIMAL. THE DECLARATION MUST BE RETURNED BY PERSONAL DELIVERY OR BY MAIL. THE DECLARATION WILL BE DEEMED RECEIVED AT THE TIME IT IS PERSONALLY DELIVERED OR, IF MAILED, UPON RECEIPT BY THE COURT.
   f. A STATEMENT THAT THE OWNER OR CUSTODIAN IS RESPONSIBLE FOR THE COST OF HOUSING, CARING FOR AND TREATING ANY ANIMAL THAT WAS PROPERLY SEIZED OR IMPOUNDED.
   g. A STATEMENT THAT THE OWNER OR CUSTODIAN IS REQUIRED TO POST A BOND WITH THE COURT TO DEFRAY THE EXPENSES OF HOUSING,

CARING FOR AND TREATING THE ANIMAL THAT HAS BEEN PROPERLY SEIZED AND IMPOUNDED.

h. A WARNING THAT IF THE OWNER OR CUSTODIAN FAILS TO POST THE BOND WITHIN TEN (10) CALENDAR DAYS OF THE SEIZURE, THE ANIMAL WILL BE DEEMED ABANDONED AND WILL BE PLACED FOR ADOPTION THROUGH AN ANIMAL WELFARE ORGANIZATION, AN ANIMAL SHELTER, A SUITABLE HOME, OR HUMANELY DESTROYED ACCORDING TO LAW.

i. A WARNING THAT IF THE OWNER OR CUSTODIAN FAILS TO APPEAR AT THE POST-SEIZURE HEARING, THE COURT SHALL ORDER THE ANIMAL FORFEITED TO THE CITY TO BE PLACED FOR ADOPTION THROUGH AN ANIMAL WELFARE ORGANIZATION, AN ANIMAL SHELTER, A SUITABLE HOME, OR HUMANELY DESTROYED ACCORDING TO LAW.

j. A WARNING THAT THIS POST-SEIZURE HEARING IS SEPARATE AND DISTINCT FROM ANY CRIMINAL PROSECUTION FOR ANIMAL CRUELTY, THAT ANYTHING THE PERSON TESTIFIES TO AT THE POST-SEIZURE HEARING MAY BE USED AGAINST THEM IN THE CRIMINAL PROSECUTION, THAT THEY ARE NOT ENTITLED TO A PUBLIC DEFENDER IN THE POST-SEIZURE HEARING, THAT IF THEY WISH TO BE REPRESENTED BY AN ATTORNEY AT THE CIVIL POST-SEIZURE HEARING THEY MUST RETAIN AN ATTORNEY AND THAT NO CONTINUANCES OF THE HEARING WILL BE GRANTED TO SECURE AN ATTORNEY.

4. THE COURT SHALL CONDUCT THE POST-SEIZURE HEARING WITHIN FIFTEEN (15) CALENDAR DAYS OF THE COURT'S RECEIPT OF THE REQUEST.
5. FAILURE OF THE OWNER, CUSTODIAN, OR AN AUTHORIZED AGENT TO REQUEST OR TO ATTEND A SCHEDULED POST-SEIZURE HEARING SHALL RESULT IN A FORFEITURE OF ANY RIGHT TO A POST-SEIZURE HEARING, AND THE ANIMAL SHALL BE DEEMED ABANDONED AND WILL BE EITHER PLACED UP FOR ADOPTION THROUGH AN ANIMAL WELFARE ORGANIZATION, AN ANIMAL SHELTER, A SUITABLE HOME, OR HUMANELY DESTROYED ACCORDING TO LAW.

14-41. ENFORCEMENT; NONPRECLUSION OF OTHER ENFORCEMENT ACTION; APPEAL.

A. ANY PEACE OFFICER, ENFORCEMENT AGENT OR COUNTY ANIMAL CONTROL OFFICER IS HEREBY AUTHORIZED AND EMPOWERED TO ENFORCE THE PROVISIONS OF THIS ARTICLE AND TO ISSUE CITATIONS FOR THE VIOLATIONS THEREOF.

B. IT SHALL BE UNLAWFUL FOR ANY PERSON(S) TO INTERFERE WITH ANY OFFICER AUTHORIZED TO ENFORCE THIS CHAPTER IN THE PERFORMANCE OF THEIRDUTIES, OR TO RELEASE ANY ANIMAL DULY SEIZED AND/OR IMPOUNDED.

C. USE OF THE CIVIL PROCEDURES AND REMEDIES PROVIDED FOR IN THIS ARTICLE SHALL NEITHER REQUIRE NOR PRECLUDE OTHER ENFORCEMENT ACTION ON THE SAME FACTS, INCLUDING A CRIMINAL PROSECUTION OF THE OWNER, CUSTODIAN, OR OTHER RESPONSIBLE PARTY. THE CIVIL PROCEDURES

AND REMEDIES PROVIDED FOR IN THIS CHAPTER ARE REMEDIAL AND NOT PUNITIVE AND ARE NOT PRECLUDED BY AN ACQUITTAL OR CONVICTION IN A CRIMINAL PROCEEDING.

D. APPEAL OF THE DECISION OF THE COURT BY EITHER PARTY SHALL BE BY WAY OF SPECIAL ACTION TO THE SUPERIOR COURT AND SHALL BE BASED ON THE RECORD OF THE HEARING. AT THE HEARING, THE COURT SHALL ISSUE AN ORDER THAT INCLUDES WRITTEN FINDINGS OF FACT AND CONCLUSIONS OF LAW. IF EITHER PARTY CLAIMS THE RECORD TO BE INCOMPLETE OR LOST AND THE COURT WHO CONDUCTED THE HEARING SO CERTIFIES, A NEW HEARING SHALL BE CONDUCTED BEFORE THAT COURT. THE OWNER MUST POST A BOND EQUIVALENT TO SIXTY (60) DAYS OF IMPOUNDMENT COSTS IN ORDER TO PREFECT THE OWNER'S APPEAL. NOTICE OF THE AMOUNT DUE SHALL BE GIVEN TO THE OWNER BY THE COURT AT THE TIME OF THE SEIZURE HEARING IF FORFEITURE IS ORDERED. THE APPEALING PARTY SHALL BEAR THE COST OF PREPARING THE RECORD OF THE HEARING ON APPEAL. ANY APPEAL SHALL BE MADE IN WRITING AND FILED WITH THE COURT NO LATER THAN FIVE (5) CALENDAR DAYS AFTER THE DECISION, OR ELSE THE RIGHT TO APPEAL SHALL BE WAIVED. A COPY OF THE NOTICE OF APPEAL SHALL BE MAILED TO THE OPPOSING PARTY.

E. UNLESS GOOD CAUSE IS SHOWN, THE OWNER SHALL BE LIABLE FOR ALL VETERINARY, IMPOUND AND BOARD FEES RESULTING FROM THE ANIMAL'S IMPOUNDMENT UNTIL A FINAL DECISION BY THE COURT, INCLUDING THE PENDENCY OF AN APPEAL. THE OWNER SHALL NOT BE RESPONSIBLE FOR ANY FEES IF THE OWNER PREVAILS AT THE HEARING OR ULTIMATELY ON APPEAL.

14-42. DISPOSITION OF ANIMALS.

ANY ANIMAL FORFEITED, ABANDONED, OWNERLESS OR UNCLAIMED, AND ANY OTHER ANIMAL TO BE PERMANENTLY DISPOSED OF BY THE CITY SHALL BE PLACED FOR ADOPTION THROUGH AN ANIMAL WELFARE ORGANIZATION, AN ANIMAL SHELTER, A SUITABLE HOME, OR HUMANELY DESTROYED.

14-43. AUTHORITY TO SEIZE AND IMPOUND DISPLACED ANIMALS; RECOVERY OF SHELTERING AND VETERINARY COSTS.

A. A PEACE OFFICER MAY SEIZE ANY DISPLACED ANIMAL. THE CITY WILL NOT TAKE OWNERSHIP OR RESPONSIBILITY FOR A DISPLACED ANIMAL, BUT MAY FACILITATE THE IMPOUNDMENT OF THE ANIMAL AS FOLLOWS:

1. A PEACE OFFICER MAY IMPOUND THE ANIMAL IN THE CUSTODY OF ANY PERSON, ORGANIZATION, AGENCY, SHELTER, OR VETERINARY CLINIC.
2. IF THE OWNER IS KNOWN, THE PEACE OFFICER SHALL PROVIDE NOTICE TO THE OWNER THAT THE ANIMAL HAS BEEN IMPOUNDED PURSUANT TO THIS SECTION AND HOW TO RECLAIM THE ANIMAL WITHIN THE PRESCRIBED RECLAMATION PERIOD. THAT NOTICE SHALL INCLUDE THE CONTACT INFORMATION FOR THE PERSON, ORGANIZATION, AGENCY, SHELTER, OR VETERINARY CLINIC SHELTERING THE ANIMAL.

B. THE DISPLACED ANIMAL MAY BE CLAIMED BY AND RELEASED TO THE ANIMAL'S OWNER, CUSTODIAN OR AN AUTHORIZED AGENT DESIGNATED BY THE OWNER OR CUSTODIAN.

C. THE FOLLOWING ANIMALS MAY BE IMMEDIATELY RELEASED FOR ADOPTION OR DISPOSED OF ACCORDING TO LAW:

1. ANY ANIMAL THAT IS SEIZED DUE TO CRUELTY, NEGLECT OR ABANDONMENT BUT THAT HAS NO KNOWN OR IDENTIFIABLE OWNER;
2. ANY ANIMAL WHOSE OWNER VOLUNTARILY RELINQUISHES OWNERSHIP;
3. ANY DISPLACED ANIMAL THAT IS NOT CLAIMED WITHIN THREE (3) CALENDAR DAYS OF BEING GIVEN NOTICE OF SEIZURE.

D. THE CITY MAY CONTRACT WITH ANY PERSON, ORGANIZATION, AGENCY, SHELTER, OR VETERINARY CLINIC TO TRANSPORT, SHELTER, CARE FOR AND TREAT A DISPLACED ANIMAL THAT HAS BEEN SEIZED AND IMPOUNDED PURSUANT TO THE PROVISIONS OF THIS SECTION.

E. ANY PERSON, ORGANIZATION, AGENCY, SHELTER, OR VETERINARY CLINIC SHELTERING, CARING FOR OR TREATING A DISPLACED ANIMAL PURSUANT TO THIS SECTION MAY RECOVER ALL SHELTERING AND VETERINARY COSTS OF THE ANIMAL FROM AN OWNER OR THE OWNER'S AGENT.

Review of Proposed Changes to Chapter 14 of the Chandler City Code

Eon,

Please find my thoughts and suggestions. Also know that I have shared this with a few rescue organizations who are part of the PACC911 partnership. I hope you also get some feedback from them and I hope this is helpful.

Specific Definition of Animal Cruelty:

A note on this subject:

A major obstacle in defining animal cruelty properly and finding the appropriate penalties for the often-heinous acts committed on animals, is the fact that they are still considered "property" in the laws upheld in most cities. Animal rights organizations for years have tried to change this status to be able to institute harsher penalties on those who prey on companion animals. Instead of "ownership" of an animal we would suggest referring to those who have animals as part of their families as "guardians".

Animals are salient beings who know love, and experience fear and pain. They suffer as humans do and deserve to be recognized as the living beings they are. They are not inanimate objects as those possessions that we all have. Companion animals are part of our families.

Perhaps the city of Chandler can consider this change of language as you update and revise your laws, becoming a leader in animal welfare by espousing this change in language.

Definition:

Animal Cruelty must cover all possible types of abuse of a salient being including:

Physical abuse of any kind

Neglect or deprivation of basic needs as food, water, shelter.

Medical Neglect, which can also include proper grooming for those with long hair that mats and can cause the eyes to shut or the mouth to not open, the nails to curl into the feet if not cut regularly.

Abandonment

Tethering on a chain

(if tethered at all, must use lightweight tethers and have adequate water accessible and adequate shade in hot months). Animals should not be held outside if temperatures are above 100 degrees.

Confinement to a cage for prolonged hours every day wherein the animal gets no exercise or escape from the caged life.

Introduce a New section addressing animal Hoarding:

What constitutes "Hoarding"

Generally, too many animals without the finances to care for them properly,

lack of spay/neuter protocols,

lack of medical treatment and grooming,

lack of proper space to house animals comfortably. (Animals are often crated for their entire lives, never exercised),

Unclean conditions

City of Chandler must define the conditions that constitute hoarding and establish protocols for intervention and assistance for hoarders, while removing the animals and working with the non- profit sector to safely place those removed needing care and medical assistance. No animals should ever be returned to the hoarder. All animals must be spayed and neutered when healthy enough to do so.

There should be a registry of hoarders that is available to rescue organizations and the public sector.

Strengthening Unlawful Restraint laws:

Set Clear standards for the proper housing and confinement of animals. Define suitable enclosures and tethering restrictions and the length of time animals may be lawfully restrained. If tethered, chains should be prohibited, food, water, shade must be easily accessible.

Authority to Seize Animals:

Grant city peace officers authority to seize animals in cases of cruelty, hoarding or unlawful restraint. Clearly outline these circumstances under which this action can be taken ensuring due process and safeguards for animals and their owners.

Disposition of Animals in Emergencies:

Establish protocols for the care and rehoming of animals that have been displaced due to recent death, injury, or arrest of their owner. This would involve collaboration with other non- profit animal rescues such as PACC911 and its affiliates, or Arizona Humane Society to insure the well-being of these animals. Such agencies should be granted immediate access to the homes or apartments where animals have been left due to tragic circumstances so that they are not left for days with no food, water or care.

This would be contractual with such agency.

Post Seizure hearings and forfeiture:

Hearings should be held to determine the lawfulness of any seizure and potential forfeiture of animals subjected to cruelty, hoarding or unlawful restraint.

Guidelines for the process should be clearly defined and should include notification to the owner.

Education and Outreach

City of chandler should consider partnering with non- profit agencies who serve schools and provide funding for educational programs to raise awareness about responsible Pet ownership and animal welfare including the need for spay /neuter to keep populations in check.

Establish a mechanism for regular reviews of animal protection laws to ensure they remain relevant and effective in addressing emerging issues and challenges.

Encourage public participation in the legislative process regarding animal protection laws and allow people to be heard.

Bari Mears

PACC911

President/Founder

From: Leanna Taylor <ltaylor@azpetproject.org>
Sent: Tuesday, October 24, 2023 9:56 AM
To: Kelly Schwab <Kelly.Schwab@chandleraz.gov>
Subject: Re: Chander City Code Amendments

Hi Kelly,

Thank you so much for following up. I had a chance to review the document but haven't sat down to organize my thoughts. I'm still going to try and get you something more comprehensive, but my schedule is really terrible this week. In the meantime, I want to share some overarching thoughts.

First, we really appreciate you taking the time to solicit broad input. It's very refreshing.

Our hope is that ordinance enforcement is *always* a last resort after other interventions are attempted. For the most part, pet owners in violation of ordinances aren't acting with cruelty or malice, and simply don't have the financial resources to address a situation when it arises. There are groups like ours that will provide supportive services to those individuals to help bring them into compliance if given the chance.

My main concern is that the ordinance doesn't have a phased approach written into the code. The most success comes from a warning, the provision of a list of agencies that can assist, and then a follow-up visit. When terrible cases like the one you are dealing with right now happen, the kneejerk reaction is to increase punitive measures, but the reality is this doesn't prevent hoarding or cruelty and instead punishes low-income families, especially seniors on a fixed income. We need to be able to delineate between someone like April and a grandma with a sick cat she can't afford to treat.

There has been a flurry of recent literature and the issuance of best practices from national organizations that provide guidance on enforcement, and how to move from punishment to support. Here is a study from the National Institute of Health. https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7602950/.

The Arizona Pet Project is committed to the City of Chandler in providing services for individuals in violation, who can't afford the cost to come into compliance.

Please let me know if you would like to discuss this further, and thanks again for reaching out.

Leanna

From: Tracey Miiller <tmiiller@azhumane.org>
Sent: Friday, October 20, 2023 10:39 AM
To: Ean White <Ean.White@chandleraz.gov>
Cc: Kelly Schwab <Kelly.Schwab@chandleraz.gov>
Subject: RE: Chandler Ordinance

Good morning. I have added a few comments/questions in the document. Not sure if they are doable, but I thought I would ask. Dr. Hansen was wondering if the wording could be changed for the failure to treat section. Here are his comments:

I have read the document and agree with your comments Tracey. My only addition is the bar is high with medical care "necessary to prevent unreasonable suffering." For me there is no reasonable suffering. But what language is better?

Necessary to provide minimum quality of life that a typical person would deem appropriate.
Necessary to provide a quality of life that a reasonable person would provide.
Necessary to provide basic health and welfare.
Necessary to maintain a quality of life free from pain, fear, distress and suffering.

Thanks again for all of your hard work with putting this together. If you need anything else from me just let me know.

Tracey

Chandler resident comments are highlighted in yellow (NOTE: Some respondents listed their city as "Chandler," but with an address outside the City limits.)

Serial number	Created	Name: First Name	Name: Last Name	Organization	Address: Address	Address: Address 2	Address: City/Town	Address: State/Province	Address: ZIP/Postal Code	Comments
1	10/25/2023 19:03	Dee	Bloom		10251 N 100th pl		scottsdale	Arizona	85258	Chandler please do something to take animal cruelty out of your city and prosecute these people who are inhuman !!! 0please let me know what i can do to help i have donated money to az humane society
2	10/25/2023 19:05	gregg	kuntz		7740 Gainey Ranch 48		scottsdale	Arizona	85258	Chandler please do something to take animal cruelty out of your city and prosecute these people who are inhuman !!! please let me know what i can do to help i have donated money to az humane society
3	10/25/2023 20:27	Christine	Beatty	Helping any animal in need	3310 West Bell Road	146	Phoenix	Arizona	85053	Dear Chandler City Council,I write to express my profound anger and frustration with the lackadaisical concerns regarding the definition of animal cruelty within the community. It is deeply disheartening to witness the unnecessary delay in protecting innocent animals from harm while the Chandler City Counsel ponders to define what is self-evident. There shouldnt be any need for a discussions about the definition of animal cruelty! The way this is being handled are indicative of a system that desperately needs reform and probably new council members. I have deep concerns about the leniency surrounding the punishment for animal cruelty within the community. The inadequate measures in place for dealing with animal abusers reflect poorly on the City of Chandler and sends a message that such behavior is tolerable. This is absolutely unacceptable. Animal cruelty is not only a grave moral issue but also an indicator of a broader societal problem. Those who abuse animals are often more likely to engage in violent acts towards humans, and their actions should not be taken lightly.It is imperative that you take swift and decisive action to protect our beloved pets and wildlife from harm. Defining animal cruelty should not be a protracted, bureaucratic process. Chandler City Counsel shouldnt be the ones who define what constitutes animal abuse. Its obvious you dont care and have no idea! The shelters are the ones that should be telling you how to defined animal abuse! They are the ones who volunteer their time and efforts and their own money to care for these abused, neglected and abandoned animals, the council doesnt. I highly doubt that any council member has any knowledge, hands on experience or volunteered. You dont get the right to dictate how to define the obvious to everyone but you. The council needs to act immediately to safeguard the lives and well-being of these innocent beings. The suffering experienced by these animals is a stark reminder that you have a responsibility to act urgently and stop sitting on your hands. The message you are sending is that its ok to abuse animals because when you do you dont have to worry because all you will get is a slap on the hand. The entire council should be utterly embarrassed and ashamed letting the abuse continue for so long.A strong example needs to be set in the community that animal cruelty will not be tolerated under any circumstances. It is my strong belief that animal cruelty should be a felony with no second chances or technicalities for the abusers charges to be dismissed. Let them prove to the courts that they are responsible to own a animal. I am also upset that animals deserve more than what currently qualifies as adequate care. It should be illegal to keep any animal outside their entire life, that qualifies as abuse. They dont deserve to be forced to stay outside and the only adequate thing that needs to be provided is some shade and water. It should be mandatory that any animal that is left outside for an extended period and not in a cooled residence should be deemed an abuser. And those convicted of such acts should face harsh penalties, including substantial fines, imprisonment, and never be allowed to own another animal. They should be treated like a sex offender and have to register themselves as an animal abuser. The cruel and unspeakable things that abusers are getting away with is because the legal system is pathetic. Just because they are animals doesnt mean they dont feel pain or love. They are helpless and if the council doesnt bring the hammer down you are just as culpable! Making animal cruelty a felony, we not only send a clear message that our society values the welfare of animals, but we also deter potential abusers who may think twice before committing such heinous acts. This is not only a humane choice but a practical one for ensuring the
4	10/25/2023 20:41	Cynthia	Robinson		17506 West Van Buren St.	85W	Goodyear	Arizona	85338	I am asking the court and judge in the current animal cruelty investigation and case against the fraudulent animal rescue and seizure of some 55 dogs to bring the full weight of the law against the return of the 13 special needs dogs to April MacLaughlin. The AHS is providing vet care, expense and legal representation. The fact that the defendant could house this many animals in a residence not designed as a kennel and neglect their vet care for routine preventation should stand as evidence to her unqualified status as unfit to operate a rescue of even the lowest category. She knowingly deceived owners who acted in good faith and accepted funds intended for animal care.
5	10/25/2023 22:38	Linda	Garden		2617 N Pleasant Dr		Chandler	Arizona	85225	Poison should not be allowed as a means of control, inflicts agonizing pain. Humane trapping only should be allowed. Hoarding of beings should be considered a felony. And future handling of beings are to be denied.
6	10/26/2023 6:18	SHERRY	BUCALO		1462 North 63rd Street		Mesa	Arizona	85205	Just the fact that Ms. McLaughlin stated she moved to Chandler simply because of the lax laws regarding animals is really all the input yo need. Do better Chandler!!!!
7	10/26/2023 7:27	Christiana	Garza		3115 e old southern ave		Chandler	Arizona	85040	There NEEDS to be a voice for those that cannot speak. we all saw the footage!!! there is nothing left to see!!!! its completely mind blowing that someone who committed such horrific acts of abuse, to become nationally known as the house of horrors, gets to conpletely walk free!!! even being able to take stolen property (the wheelchairs she is currently moving out of her garage, the same ones she took away from the disabled). we need to do better. this city not only failed these poor dogs, but you also failed her mom. a wise note would also be to NOT interview the abused mother in front of her abuser. this was a welfare check that the mother pleaded to the library to do, and your officers COULDNT EVEN GO INSIDE!!! WE NEED CHANGE PLEASE HAVE A HEART.
8	10/26/2023 7:52	FAITH	REICHEL		1537 HUMBOLDT ST		BELLINGHAM	Washington	98225	I'm chiming in here because I was born in Maricopa county, and I fiercely support the proposed revisions to the laws on animal welfare, abuse, and hoarding for the upcoming calendar year. Please sign off on this Mayor Kevin Harte.
9	10/26/2023 7:55	Joellene	Blood		4421 S Granite Dr		Chandler	Arizona	85249	I believe that tgere should be stricter and clearer laws regarding animal abuse and hoarding in Chandler. As a dog and overall animal lover, I cannot fathom someone abusing these sweet souls, but as we have all seen, it happens. Without amendments t the current laws, there is too much room for ambiguity and uncertainty. Dogs are living beings and should not be subjected to hoarding or abuse at the hands of known abusers.
10	10/26/2023 8:54	Katie	Miene		13324 E stoney vista dr		Chandler	Arizona	85249	The laws in Chandler in regard to animal rights and punishment for animal abuse, neglect and hoarding need to be reviewed and changed immediately The current case that is still unfolding shows there is such a large gap between where we are and where we should be in regards to protecting animals People are free to abuse and hoard animals to the point of severe neglect and death with little to no punishment April Addison is a free woman after many dogs were euthanized because of her severe neglect Many died in her home due to the severe neglect and hoarding Many are unaccounted for The laws need to change and become stricter so that Chandler is a safe place for all
11	10/26/2023 9:35	kelly	stapleton		4505 Tagalong Trail, AZ, United States		Lake Montezuma	Arizona	86335	This situation brought a light to the abuse of animals and the funds that were meant for the treatment of the dogs. It's not only abuse, but stealing. Also the long delay in helping these animals from police and animal services was completely wrong. You are not only needing better laws but also the desire to help the animals. To get a warrent and see first hand what is going on, not listen to the abuser and just walk away. It's time to take your jobs serious and care about the abuse the animal is suffering.
12	10/26/2023 10:25	Rochelle	Bailey		1460 W Camino Ct		Chandler	Arizona	85224	I'm relieved to see the updated language - it's much more comprehensive and more clearly spelled out. With that said, I do wonder why some of these violations aren't considered a felony in order to further deter individuals from inflicting suffering on animals. Chandler should have zero tolerance for neglect like we've seen with the Chandler 55. Thank you for giving this topic the time and attention it deserves.
13	10/26/2023 11:04	Alyssa	Alyssa Alvarez		444 n gila springs blvd		Chandler	Arizona	85226	Animal cruelty should def be taking more serious. Animals are sentinal creatures that have emotions and experience pain. The fact that cases are not taken seriously is obsurd!
14	10/26/2023 12:45	Leslie	adams		1342 n bogle ave		Chandler	Arizona	85225	I agree to the changes and expect that the city of chandler enforces to the fullest extent against perpetrators.

15	10/26/2023 15:37	Kim	Henes		3823 West Park Avenue	Chandler	Arizona	85226	As a Chandler resident for 20 years I was absolutely appauled by the hoarding and animal abuse case that recently occurred in Chandler and that it took so long to rescue the animals from these horrific conditions. I am grateful that Chandler has stepped up to update their animal cruelty laws so animals can be removed quickly from abusive situations and not be held up by red tape due to the existing laws on the books. I would gladly sign a petition if needed. Thank you for addressing this quickly and for listening to the residents in our wonderful community and state.
16	10/26/2023 17:58	Irene	Frampton	Self	26001 S Greencastle Dr	Chandler	Arizona	85248	If gound guilty, is mandatory restitution to all agenvies involed an option?
17	10/26/2023 19:24	Liz	Madrid		2452 E. Nathan Way	Chandler	Arizona	85225	I am very disappointed in how Chandler PD handle the Chandler55 case. They should've acted sooner in removing these poor disability dogs out of that psycho monster's house when it was first reported on September 8 but you guys waited 2-3 before raiding her home. There were enough evidence to go into her home. There are no strong laws in place for animal abuse so these sickos continue to hurt them. Enough is enough, these poor dogs have no voice. We are their voice! I see dog owners leaving their dogs outside in 100 plus degrees. They should not be labeled as property, they are part of our family. Why are you allowing this monster April Mclaughlin get away with abusing and killing these disabled dogs?! What is taking so long for this investigation, it is a clear case. She also abused her mother. Most officials I spoke to said Chandler PD mishandled this case. On behalf of all the rescues, I demand an answer as I am a tax payer for this city.
18	10/30/2023 7:46	Norma Langer	Norma Langer		24427 S Lakeway Circle SE	Chandler	Arizona	85248	Law enforcement must be educated about our animal cruelty laws. Most are unaware and do not take citizens concerns about animal welfare seriously. Please take a look at what the city of Tempe has in place.
19	10/30/2023 11:57	Tara	Salmieri	PlanActive Studio	3708 Pelican Lane	Orlando	Florida	32803	I'm a licensed and certified planner that provides consulting to local governments for over 23 years within the US. I have a word document that is easier to provide, if I could get an email address I can also send the document that way.tara@planactivestudio.com. I included a few recommendations and considerations to the City's draft document. Here is a summary. 14-35 Definitions: Adequate medical care, add (D) BODY CONDITION SCORE UNDER 4 . Adequate Shelter, consider adding to the definition to include sufficient size to permit... ABLED ANDOR DISABLED, MOBILITY CHALLENGED ...animal to enter. Add two new definitions:DISABLED ANIMAL SHALL MEAN ANY ANIMAL THAT IS BLIND, DEAF, NEUROLOGICAL ANDOR MOBILITY COMPROMISED. Then define MOBILITY COMPROMISED MEANS ANY ANIMAL THAT REQUIRES MOBILITY AIDES SUCH AS A HARNESS, WHEELCHAIR, SCOOTER, AND OTHER DEVICES THAT ASSIST WITH AN ANIMAL GAINING ACCESS TO SHELTER, FOOD, WATER, ADEQUATE VENTILATION AND PROTECTION FROM THE ELEMENTS. 14.36 Animal cruelty, consider adding this:.INTENTIONALLY, KNOWINGLY OR RECKLESSLY SUBJECTS ANY DISABLED ANDOR MOBILITY COMPROMISED ANIMAL FROM MOBILITY AIDS PROVIDING ACCESS TO WATER, FOOD AND ADEQUATE SHELTER. 14-37, animal hoarding, consider updatting 4 to this 4.FAILURE TO PROVIDE ACCESS TO SUITABLE WATER FOR DRINKING ANDOR NECESSARY FOOD THAT IS APPROPRIATE FOR THE SPECIES AND FIT FOR CONSUMPTION., Adding an additional circumstance.5.FAILURE TO PROVIDE SHELTER WHICH PROTECTS AN ANIMAL FROM EXPOSURE TO THE ELEMENTS, THAT PROVIDES FOR ADEQUATE VENTILATIONS INDOOR OR OUTDOOR. Updating 14-38, restraint number 5 to 5.DOES NOT PERMIT THE DOG ACCESS TO FOOD, WATER, SHADE, DRY GROUND, ADEQUATE VENTILATION OR SHELTER. Thank you for considering the additions to the ordinance, I can provide a better copy, if requested as I do not have a way to send thisas an attachment. Tara Salmieri, AICP President PlanActive Studio
20	10/30/2023 21:29	Kathy OMeara	Kathy OMeara		3344 N sunaire	Mesa	Arizona	85215	You need tougher animal abuse laws. And elder abuse laws. Your current laws are a embarrassment to Az. The tougher laws and punishment will hopefully deter people.

CHANDLER arizona
Community of Innovation

City Council Memorandum Police Memo No. N/A

Date:	November 06, 2023
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Tadd Wille, Assistant City Manager Sean Duggan, Police Chief
From:	Julie Buelt, Police Planning and Research Manager
Subject:	Purchase of DUI Command Center

Proposed Motion:

Move City Council approve the purchase of a DUI Command Center (DUICC), from LDV, Inc., utilizing HGAC Contract No. AM10-23, in the amount of $668,203.

Background/Discussion:

The Police Department is recommending the replacement of a 2008 Freightliner MT55 currently serving as a DUI Command and Evidence Collection Unit (DUICC). This recommendation is driven by the obsolescence of its technology and the escalating maintenance costs. The existing vehicle fails to meet modern requirements, lacking essential functionalities and housing outdated components like VHS decks. The Livescan system, used for fingerprint analysis, has surpassed 15 years of service, and needs an upgrade. Furthermore, the hydraulic suspension system is plagued by persistent issues, leading to problematic leaks, as well as recurring problems with the generator.

The DUICC plays a crucial role in the operations of the DUI Team at East Valley DUI Task Force Mobile Command Sites. It is utilized to gather and process field evidence, encompassing tasks such as fingerprinting, capturing mugshots, conducting blood draws, and recording interviews. Annually, the DUICC is deployed approximately 40 times during Governor's Office of Highway Safety (GOHS) grant-mandated task force holiday weekends. Furthermore, it can also be employed at City special events and during Vehicular Crime Unit fatal crash investigations, where entire intersections may need to be closed for extended

periods or in locations with insufficient night lighting.

The upgraded DUICC is expected to include a comprehensive array of technology and amenities. These encompass an updated Livescan system for fingerprinting, a dedicated photography platform for capturing mugshots, Wi-Fi connectivity, advanced radio systems, charging stations for body-worn cameras, and adequate space to facilitate multiple concurrent blood draws to prevent detainees from being handcuffed outdoors while waiting. Additionally, it will be equipped with the necessary hardware and software for processing DUI arrests, including e-warrants and document printing capabilities.

Evaluation:

HGAC competitively solicited and awarded a contract for ambulances, EMS, and other special service vehicles, which includes law enforcement specialty vehicles. The City has a current agreement with HGAC allowing for the cooperative use of its contracts. The HGAC contract is valid through September 30, 2027.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.2100.6310.0.6PD660.0	General Government Capital Projects	Police Emergency Vehicle Rpl.	$668,203	Y

City Council Memorandum **Public Works & Utilities** **Memo No.** UA24-037

Date: November 06, 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. 5753, Approving Amendment No. 2 to the New River and Agua Fria Underground Storage Project Intergovernmental Agreement; and Authorizing the Mayor to Sign the Agreement and all Related Documents on Behalf of the City

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Proposed Motion:

Move City Council pass and adopt Resolution No. 5753, approving Amendment No. 2 to the New River and Agua Fria Underground Storage Project Intergovernmental Agreement; and authorizing the Mayor to sign the agreement and all related documents on behalf of the city.

Background:

In 2004, the City of Chandler partnered with Salt River Project (SRP) and several other cities in the construction of the New River Agua Fria Underground Storage Project (NAUSP), located in Glendale southwest of the Loop 101 Freeway and Glendale Avenue. Chandler's original storage entitlement was 22.8% of the total facility capacity.

In June 2023, City Council approved the sale of a portion of Chandler's storage entitlement to the City of Avondale. Instead of being recharged in Glendale, those physical water resources will now be recharged in Chandler at the Reclaimed Water Interconnect Facility currently under construction. The sale agreement with City of Avondale involved transferring 18% of Chandler's storage entitlement, but did not involve any transfer of long-term storage credits. NAUSP is utilized solely for aquifer replenishment to offset groundwater pumping that occurs in the same month and is not used for long-term storage. As a result of the sale, the

Intergovernmental Agreement must be amended to reflect the revised storage entitlement amounts for each of the participants. City of Chandler's storage entitlement changes from 22.8% to 4.8%, and City of Avondale's storage entitlement changes from 10% to 28%.

Attachments

Resolution No. 5753

Exhibit A - Amendment No. 2

RESOLUTION NO. 5753

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AMENDMENT NO. 2 TO THE NEW RIVER AND AGUA FRIA UNDERGROUND STORAGE PROJECT INTERGOVERNMENTAL AGREEMENT; AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT AND ALL RELATED DOCUMENTS ON BEHALF OF THE CITY OF CHANDLER.

WHEREAS, the New River and Agua Fria Underground Storage Project Intergovernmental Agreement Among Salt River Valley Water Users' Association, Salt River Project Agricultural Improvement and Power District, and the municipal corporations of Avondale, Chandler, Peoria and Glendale for construction, maintenance, operation and rights in the New River and Agua Fria River Underground Storage Project ("NAUSP") became effective on August 4, 2004 (the "IGA"); and

WHEREAS, Amendment No. 1 to the IGA, effective July 23, 2008, was executed to reflect the previous addition of Peoria as a participant and make other administrative changes; and

WHEREAS, effective June 30, 2023, the City of Chandler sold a portion of its Storage Capacity in the NAUSP, constituting approximately 18% of the total NAUSP Storage Capacity, to the City of Avondale subject to a lease back and other provisions; and

WHEREAS, as a result of the sale, the IGA needs to be amended to reflect the participants' revised storage entitlement amounts.

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

Section 1. Approves Amendment No. 2 to the IGA, in substantially the form attached hereto as Exhibit "A," amending the participants' storage entitlements to reflect Chandler's sale of Storage Capacity to Avondale.

Section 2. Authorizes the Mayor of the City of Chandler, or his designee, to execute Amendment No. 2 to the IGA and all related documents and take such other actions as are necessary or appropriate to carry out the intent of this Resolution.

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. 5753 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”

AMENDMENT NO. 2

TO THE NEW RIVER AND AGUA FRIA UNDERGROUND STORAGE PROJECT INTERGOVERNMENTAL AGREEMENT AMONG SALT RIVER VALLEY WATER USERS' ASSOCIATION, SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, AND THE MUNICIPAL CORPORATIONS OF AVONDALE, CHANDLER, PEORIA, AND GLENDALE

This Amendment No. 2 ("Amendment"), dated this 28th day of August 2023, hereby amends the *New River and Agua Fria Underground Storage Project Intergovernmental Agreement Among Salt River Valley Users' Association, Salt River Project Agricultural Improvement and Power District, and the Municipal Corporations of Avondale, Chandler, Peoria, and Glendale* dated August 4, 2004, as amended July 23, 2008 ("IGA"). Capitalized terms used in this Amendment and not otherwise defined shall have the meanings set forth in the IGA.

RECITALS:

WHEREAS, the New River and Agua Fria Underground Storage Project ("NAUSP") was authorized by this IGA and the parties have been operating NAUSP for nineteen years; and

WHEREAS, on June 30, 2023, the City of Avondale and the City of Chandler executed an *Intergovernmental Agreement for the Conveyance of Rights in the New River and Agua Fria Underground Storage Project* ("Conveyance Agreement"), conveying 18.00% of the City of Chandler's NAUSP Storage Entitlement to the City of Avondale. Therefore, pursuant to the Conveyance Agreement and Section 30.2 of the IGA, the parties want to amend Exhibit C of the IGA to reflect the changes in the City of Chandler's NAUSP Storage Entitlement from 22.80% to 4.80%, and in the City of Avondale's NAUSP Storage Entitlement from 10.00% to 28.00%; and

WHEREAS, any amendment to the terms of the IGA must be in writing and be approved by all parties.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein and other good and valuable consideration, the parties do hereby agree as follows:

AGREEMENT:

1. Exhibit C is hereby deleted in its entirety and replaced by the attached "Exhibit C (Revision Dated August 28, 2023)."

2. Except as modified by this Amendment, all terms of this IGA, as previously amended, shall remain in full force and effect.

3. This Amendment shall become effective upon execution by the Parties and shall remain in effect throughout the term of the IGA.

IN WITNESS WHEREOF, the parties have executed this *Amendment No. 2 to* the *New River and Agua Fria Underground Storage Project Intergovernmental Agreement Among Salt River Valley Users' Association, Salt River Project Agricultural Improvement and Power District, and the Municipal Corporations of Avondale, Chandler, Peoria, and Glendale* as of the date first set forth above.

Attest and Countersign

CITY OF AVONDALE

_____

By

_____

City Clerk

Title:

APPROVED AS TO FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA TO THE CITY OF AVONDALE

_____

City Attorney

Attest and Countersign

CITY OF CHANDLER

_____

By

_____

City Clerk

Title:

APPROVED AS TO FORM AND
WITHIN THE POWER AND
AUTHORITY GRANTED UNDER
THE LAWS OF THE STATE OF
ARIZONA TO THE CITY OF
CHANDLER

_____

City Attorney

DMG

Attest and Countersign

CITY OF GLENDALE

_____

By

_____

City Clerk

Title:

APPROVED AS TO FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA TO THE CITY OF GLENDALE

_____

City Attorney

Attest and Countersign

CITY OF PEORIA

_____ By

_____

City Clerk Title:

APPROVED AS TO FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA TO THE CITY OF PEORIA

_____

City Attorney

Attest and Countersign

SALT RIVER VALLEY WATER USERS' ASSOCIATION

_____ By

_____

Secretary Title:

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

By

_____

Title:

APPROVED AS TO FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA TO THE ASSOCIATION AND DISTRICT

_____

Attorney

EXHIBIT C

NEW RIVER AND AGUA FRIA RIVER UNDERGROUND STORAGE PROJECT

STORAGE ENTITLEMENTS

Participant	Storage Entitlement %
Association	27.20
Avondale	28.00
Chandler	4.80
Glendale	20.00
Peoria	20.00
TOTAL	100.00

Revision Date: June 30, 2023

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** UA24-038

Date: November 06, 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. 5754, Approving a Groundwater Savings Facility Storage Agreement between the New Magma Irrigation and Drainage District (NMIDD) and the City of Chandler

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Proposed Motion:

Move City Council pass and adopt Resolution No. 5754, approving a Groundwater Savings Facility Agreement between New Magma Irrigation and Drainage District and the City of Chandler

Background:

In 2004, the City of Chandler entered into an Intergovernmental Agreement (IGA) with the NMIDD to maximize the use of Central Arizona Project (CAP) water and minimize the use of groundwater by NMIDD. NMIDD is located in the south and east portions of Chandler and in the same sub-basin of Chandler, which connects it hydrologically to the same aquifer that Chandler uses for groundwater pumping. According to the agreement, in any year, Chandler may opt to deliver a portion of its CAP water to NMIDD for agricultural use within the irrigation district. As a result of these CAP water deliveries, groundwater that would have otherwise been pumped by NMIDD remains in the aquifer and accrues Long-Term Storage Credits for the benefit of City of Chandler. Until this year, the parties have been operating under the original 2004 IGA, which has been renewed annually. The IGA is being modified to increase the reimbursement rate paid to the city and revise certain terms.

Financial Implications:

The City of Chandler will receive reimbursement for $25 per acre-foot of water delivered. The reimbursement rate that was paid according to the 2004 IGA was $21 per acre-foot of water delivered.

Attachments

Resolution No. 5754

Exhibit A - 2024 NMIDD GSF Agreement

RESOLUTION NO. 5754

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA APPROVING A GROUNDWATER SAVINGS FACILITY STORAGE AGREEMENT BETWEEN NEW MAGMA IRRIGATION AND DRAINAGE DISTRICT AND THE CITY OF CHANDLER.

WHEREAS, the City of Chandler ("City") and New Magma Irrigation and Drainage District ("District") (collectively "Parties") wish to enter into a Groundwater Savings Facility Storage Agreement (the "Agreement") to provide for the continued storage of up to 10,000 acre-feet annually of the City's Central Arizona Project water at the District's Groundwater Savings Facility; and

WHEREAS, the Parties previously entered into an intergovernmental agreement effective February 24, 2004 that has been renewed annually thereafter; and

WHEREAS, the Parties wish to enter into a new intergovernmental agreement in order to revise certain terms and increase the reimbursement rate paid to the City; and

WHEREAS, it is in the best interests of the City of Chandler to enter into this Agreement.

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

Section 1. Approves the Agreement between New Magma Irrigation and Drainage District and the City of Chandler in substantially the form attached hereto as Exhibit "A."

Section 2. Authorizes the Mayor of the City of Chandler, or his designee, to execute the Agreement on behalf of the City of Chandler and take all action necessary or appropriate to carry out the purposes of this Resolution.

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. 5754 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”

GROUNDWATER SAVINGS FACILITY STORAGE AGREEMENT BETWEEN NEW MAGMA IRRIGATION & DRAINAGE DISTRICT AND THE CITY OF CHANDLER.

1. PARTIES

The Parties to this Groundwater Savings Facility Storage Agreement (the "Agreement") are the NEW MAGMA IRRIGATION & DRAINAGE DISTRICT ("NMID") and the CITY OF CHANDLER ("Chandler").

1.1 NMID is a political subdivision of the State of Arizona formed pursuant to A.R.S. § 48-2901 *et seq.* and is authorized to enter into this Agreement pursuant to A.R.S. §§ 11-952, 48-2901, and 48-2978.

1.2 Chandler is a political subdivision of the State of Arizona formed pursuant to Arizona Constitution, Article 13, & 2, and is authorized to enter into this Agreement pursuant to A.R.S. § 11-952, and A.R.S. §§ 9-240 and 9-511.

2. RECITALS

2.1 The purpose of this Agreement is to provide for the storage of up to 10,000 acre-feet annually of Central Arizona Project ("CAP") water by Chandler at the Groundwater Savings Facility operated by NMID to maximize and enhance the delivery and use of CAP water and, at the same time, to minimize utilization of groundwater by NMID by the use of In-Lieu Water, as defined by A.R.S. §45-802.01.

2.2 The Parties recognized that this Agreement is subject to agreements entered into by Chandler which is entitled to receive the delivery of CAP water, including without limitation, the "Subcontract among the United States, the Central Arizona Water Conservation District and Providing for Water Service" and the "Agreement Between the Central Arizona Water Conservation District and the City of Chandler providing for the delivery of excess Central Arizona Project Water."

3. DEFINITIONS

3.1 "ADWR" shall mean the Arizona Department of Water Resources.

3.2 "ADWR Review process" shall mean actions taken by NMID to attempt to overturn any determination made by the ADWR that Long-Term Storage Credits should not be

awarded to Chandler because NMID had violated the GSF permit. Chandler shall grant NMID the time necessary for NMID to appeal to the appropriate ADWR staff or to the ADWR director; to complete an ADWR administrative hearing; and/or, to complete a lawsuit against ADWR seeking to cause ADWR to award Long-Term Storage Credits to Chandler.

3.3 "CAP" shall mean the Central Arizona Project, a federally authorized reclamation project under the ownership of the United State and operated by the Central Arizona Water Conservation District.

3.4 "CAWCD" shall mean the Central Arizona Water Conservation District, a multi-county special district created under the laws of Arizona under Title 48, Arizona Revised Statutes.

3.5 "Chandler Water" shall mean CAP water be made available to NMID under this Agreement for use on a gallon-for-gallon substitute basis directly in lieu of groundwater that otherwise would have been pumped from the Phoenix Active Management Area by NMID.

3.6 "Default" shall mean any material breach of the Agreement by a Party.

3.6 "GSF Permit" shall mean the ADWR Groundwater Savings Facility Permit issued to NMID under Number 72-534888.0007, including any amendments, modifications, or renewal thereof authorizing approximately 54,000 acre-feet of groundwater pumping to be displaced within the NMID Facility on an acre-foot for acre-foot basis by the receipt of In-Lieu Water for use in the NMID Facility.

3.7 "NMID Contribution" is the amount paid to Chandler for Water under section 9 of this Agreement.

3.8 "NMID Facility" is a storage facility as defined in A.R.S. § 45-802.01(18) and for this Agreement it shall mean the groundwater savings NMID is permitted to operate by the GSF Permit.

3.9 "Party" or "Parties" shall mean either one, or in the plural, both of the parties to this Agreement.

3.10 "Water Storage Permit" is defined in A.R.S. § 45-802.01(24) and for this Agreement it shall mean the water storage permit issued to Chandler by ADWR authorizing the storage of Chandler Water at the NMID Facility.

3.11 The following terms shall have the meanings ascribed to them by A.R.S. § 45-802.01:

"Aquifer", "In Lieu Water", "Recipient", "Storage Amount" and "Stored Water".

4. EFFECTIVE DATE

This Agreement shall be effective as of January 1, 2024 when fully executed by both Parties.

5. TERM, RENEWAL AND CANCELLATION

5.1 The initial term of this Agreement shall expire on December 31, 2026 but shall automatically renew for successive terms of one year thereafter, unless either Party delivers to the Party written notice of the cancellation of this Agreement not less than ninety (90) days prior to the expiration of the then-current term. Such termination shall be effective at the end of the then-current term unless otherwise agreed in writing by the Parties.

5.2 This Agreement may also be terminated for any of the following reasons:

5.2.1 If ADWR notifies Chandler that it will not earn Long-Term Storage Credits for Water delivered to the NMID Facility because ADWR determined that NMID violated the terms and conditions of the GSF permit, then Chandler may terminate this Agreement, which termination shall be effective fifteen (15) days after mailing written notice of termination to NMID.

5.2.2 Upon mutual written agreement of the Parties.

5.2.3 In accordance with the provisions of A.R.S. § 38-511.

5.2.4 In the event of a Default that remains uncured more than thirty (30) days after the non-defaulting Party provides notice of the Default in accordance with Section 14 below.

5.3 Termination of this Agreement shall not relieve either Party of the obligation to accept deliveries of Chandler Water that had been scheduled with CAWCD in accordance with this Agreement prior to notice of termination and to make payments due pursuant to this Agreement. This provision shall not limit the Parties' right to reduce or discontinue deliveries in accordance with the terms of this Agreement.

5.4 The Parties' rights under this Agreement to collect any monies owed and to indemnification under this Agreement shall survive the termination of this Agreement.

6. CONDITIONS PRECEDENT TO DELIVERY

The delivery and use of water under this Agreement is conditioned on the following and the Parties agree that:

6.1 NMID, at its expense, maintains the GSF Permit and operates the NMID Facility in accordance with the GSF Permit, including filing annual reports with the ADWR, associated with maintaining the GSF Permit and paying groundwater withdrawal fees to ADWR pursuant to A.R.S. § 45-873.01.

6.2 Chandler, at its expense, shall obtain and maintain the Water Storage Permit, including filing annual reports with ADWR, associated with maintaining the Water Storage Permit and paying any long-term storage credit recovery fees collectible pursuant to A.R.S. § 45-874.01.A.

6.3 Each Party shall cooperate and provide information required by the other Party to obtain or conform to the requirement of either the GSF Permit or the Water Storage Permit.

6.4 Chandler shall annually determine, at its sole discretion, whether Chandler Water is available to deliver to NMID under this Agreement, subject to the right to halt deliveries as set forth in this Agreement.

6.5 All uses of Chandler Water by NMID shall be consistent with all applicable Arizona and federal laws and any agreement under which NMID receives such water and shall be used only at the NMID Facility on a gallon-for-gallon substitute basis directly in lieu of groundwater that NMID otherwise would have pumped from the Phoenix Active Management Area.

6.6 NMID's use of Chandler Water at the NMID Facility shall at all times comply with the plan of operation of the GSF Permit required by A.R.S. § 45-812.01. If the GSF Permit for the NMID Facility is suspended, cancelled or expires for any reason NMID shall immediately notify Chandler and deliveries of Chandler Water will be discontinued immediately.

7. SCHEDULING OF DELIVERIES

7.1 On or before August 1st of each year, Chandler shall notify NMID in writing of the amount of Chandler Water that will be made available for use by NMID to be stored in the NMID Facility during the following year.

7.2 On or before September 30th of each year, Chandler shall submit an order to CAWCD for CAP water (the "CAP Water Order") in an amount equal to the quantity of Chandler Water that NMID has agreed to use as In-Lieu Water during the following year.

7.3 NMID and Chandler shall mutually agree upon the monthly schedule of its use of Chandler Water for the following year. NMID shall confirm such monthly water delivery

schedule on or before September 30th of each year. Chandler shall submit a monthly water delivery schedule to CAWCD as part of its CAP Water Order. The Parties agree that such monthly water delivery schedule is an estimate of how NMID may schedule the Chandler Water during the following year.

7.4 Chandler shall authorize NMID to order Chandler Water for delivery to the NMID Facility directly from CAWCD. The amounts, times, and rates of delivery of water to NMID may be adjusted if agreed upon by both Parties, but cumulatively shall not exceed the amounts otherwise established in accordance with this section for any calendar year.

8. REDUCTION OR DISCONTINUATION OF DELIVERIES

8.1 Chandler may reduce or discontinue deliveries of Chandler Water to NMID under this Agreement at any time in one or more of the following events:

8.1.1 ADWR notifies Chandler that, after NMID had unsuccessfully concluded an ADWR Review Process, and all other legal remedies had been exhausted, NMID had violated the GSF Permit or plan of operation associated with the NMID Facility with the result that ADWR would not award Long-Term Storage Credits to Chandler.

8.1.2 Chandler has been informed by the entity supplying water that the amount of Water has been or will be reduced; and, in its sole discretion, determines deliveries of water under this agreement must be reduced or discontinued as a result.

8.1.3 During any period when NMID fails to timely pay for water as provided for under this Agreement until such payment has been received.

8.2 Chandler may reduce or discontinue deliveries of Chandler Water to NMID under this Agreement for any reason not specified in Section 8.1 above, provided that Chandler notifies NMID in writing on or before March 31 of any year in which Chandler elects to reduce or discontinue deliveries of Chandler Water to NMID pursuant to this Section 8.2.

8.3 Chandler shall provide NMID with no less than fifteen (15) days written notice prior to any reduction or discontinuance of Water Deliveries, except where such notice impracticable and then Chandler shall provide such notice as soon as practical.

9. COST OF WATER

9.1 The Parties agree that, subject to the provisions of this section, NMID's share of the cost of water delivered to NMID under this Agreement shall be Twenty-Five-Dollars ($25.00) per acre-foot for 2024 and for each year thereafter, unless the Authorized Representatives agree on a different cost per acre-foot.

9.2 On or before February 1st of each year, Chandler will send NMID an invoice, including the "CAP Water Use Accounting Report," for NMID's share of the cost of Chandler Water delivered to NMID in the previous calendar year. NMID will remit payment to Chandler within 45 days of receipt.

9.3 Should ADWR determine that Chandler Water used by NMID pursuant to this Agreement was ineligible for stored water credit due to any action or inaction of NMID, then NMID shall pay to Chandler all charges paid to CAWCD, or other third party, for water delivered to the NMID Facility for which Chandler did not accrue Long-Term Storage Credits, less any amount NMID previously paid. Such payment shall be made within ninety (90) days of written notification to NMID of the ADWR's final decision to deny Long-Term Storage Credits. In the event that ADWR withholds Long-Term Storage Credits from Chandler due to NMID's excess groundwater usage, NMID will make best efforts to promptly remedy the deficiency so that Long-Term Storage Credits are restored to Chandler.

9.4 The authorized representatives, as identified in Section 14 below, may agree that any payment due Chandler under this Section may be paid directly by NMID to the entity imposing the charge on Chandler.

10. NO ALLOCATION OF WATER OR JOINT ENTERPRISE

10.1 Nothing in this Agreement shall be construed as requiring Chandler to provide Chandler Water to NMID in any year; and, nothing in this Agreement shall be construed as requiring NMID to accept deliveries of Chandler Water in any year except that NMID agrees to accept deliveries of Chandler Water made and accepted by CAWCD pursuant to Section 7 (Scheduling of Deliveries).

10.2 No partnership, joint enterprise, agency or jointly owned property shall be created by this Agreement, and each Party shall retain its property upon termination of this Agreement.

11. NO WARRANTY AS TO WATER QUALITY

Neither Party guarantees the quality of water delivered, received, or used pursuant to this Agreement. Each Party waives its right to make a claim against the other Party for the effect on the quality of surface or underground water as a result of this Agreement, unless such effect on water quality is the result of such other Party's negligent or wrongful action or inaction.

12. DELIVERY OF WATER

12.1 Chandler Water furnished to NMID pursuant to this Agreement shall be delivered to NMID at such delivery point(s) that have been approved by NMID and CAWCD.

12.2 All Chandler Water delivered to NMID from the CAP system shall be measured with equipment furnished, operated, and maintained by CAWCD. Upon the request of NMID or Chandler the accuracy of such measurements shall be investigated by CAWCD and NMID and any errors which are mutually determined to have occurred therein shall be adjusted. However, in the event that CAWCD and NMID cannot agree on the required adjustment, CAWCD's determination shall be controlling.

12.3 It is agreed by the Parties that deliveries of CAP water scheduled under this Agreement are subject to temporary interruption due to investigation, inspection, construction, testing, maintenance, repair or replacement of the CAP water delivery facilities. Further, the Parties agree that deliveries of CAP water scheduled under this Agreement are subject to temporary interruption by CAWCD due to insufficient water supplies or delivery capacity needed to deliver waters throughout the CAP system.

13. BOOKS AND RECORDS

NMID shall establish and maintain accounts and other books and records pertaining to the administration of the terms and conditions of this Agreement including NMID's water supply and water use data. Reports thereon shall be timely furnished upon request. Subject to applicable federal and state laws and regulations, each Party to this Agreement shall have the right during office hours to examine and make copies of each other Party's books and records relating to matters covered by this Agreement.

14. AUTHORIZED REPRESENTATIVES; NOTICES.

14.1 The individuals named below are authorized and directed to act as the designated representatives for the respective Parties and shall serve as a primary contact person for such Party.

If to City of Chandler:

Simone Kjolsrud, Water Resources Manager
City of Chandler
Mail Stop 905 | P.O. Box 4008
Chandler, AZ 85244-4008
(480) 782-3663

If to NMID:

Shelton Van Allen, Manager
New Magma Irrigation & Drainage District
34360 North Schnepf Road
Queen Creek, AZ 85242
(602) 987-3461

14.2 Any notice, demand, or request authorized or required by this Agreement shall be in writing and shall be deemed to have been duly given if mailed, via certified mail, return receipt requested, or personally delivered to the authorized representatives set forth above. The designation of the addressee or the address may be changed by notice given in the same manner as provided for in this Section.

14.3 Without limiting the generality of the duties and authorities of the authorized representatives to take such action as reasonably necessary to effectuate this Agreement, the authorized representatives are hereby specifically authorized and directed to approve the water account and adjustments of accounts which may be necessary to implement this Agreement.

14.4 The authorized representatives may be replaced at the will of the Party they represent and such replacements shall be effective when written notice of replacement is received by the other Party. Neither of the representatives shall have authority to amend the Agreement. Agreements of the authorized representatives in the performance of their duties under this Agreement shall be in writing and signed by them. The authorized representatives may delegate all or a portion of its duties under this Agreement, provided such delegation must be in writing and delivered to the other Party to be effective and may be revoked at any time by the authorized representative or the governing body of the Party by providing written notice thereof.

15. ASSIGNMENT

The provisions of this Agreement shall apply to and bind the successors and assigns of the Parties hereto, but no assignment or transfer of this Agreement or any interest therein shall be valid unless and until approved in writing by both Parties.

Notwithstanding the foregoing City of Chandler may assign its annual and Long-Term Storage Credits.

16. INSURANCE

16.1 During the term of this Agreement, unless otherwise agreed in writing by Chandler, NMID will procure and maintain in force the following types of insurance:

16.1.1 Commercial General Liability

Commercial General Liability naming Chandler as an additional insured, including bodily injury, personal injury, property damage, wrongful death and contractual liability with a minimum limit of $1,000,000 per occurrence, $3,000,000 aggregate. 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.

16.1.2 Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles

NMID must maintain Business/Automobile Liability insurance with a minimum limit of $1,000,000 each accident. 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.

16.1.3 Worker’s Compensation

NMID must maintain Workers Compensation insurance to cover obligations imposed by Arizona State law 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.

16.1.4 Commercial Umbrella – combined single limit of $4,000,000

16.2 Any insurance carried by Chandler shall be excess of and not contributory insurance to any insurance afforded hereunder. NMID will submit satisfactory proof of insurance to Chandler.

16.3 With Chandler’s written approval, NMID may self-insure or combine the coverages required by this Agreement with coverages outside the scope of that required by this Agreement.

17. INDEMNIFICATION

17.1 Each Party (indemnitor) to this Agreement shall indemnify and hold harmless the other Party (indemnitee) and its governing bodies, agents, directors,

officers, and employees from any loss, damage, or liability, including reasonable attorney's fees, caused by negligent or wrongful action or inaction on the part of the indemnitor and its governing bodies, agents, directors, officers, and employees, including without limitation, claims for bodily injury, illness, death, or damage to property. Each Party shall assume liability for its own negligent or wrongful action or inaction.

17.2 NMID shall hold Chandler harmless on account of damage or claim of damage of any nature whatsoever for which there is legal responsibility, including property damages, personal injuries, or death arising out of or connected with the control, carriage, handling, use, disposal, or distribution of water by NMID beyond NMID's CAP delivery point. Chandler shall not be liable for any action taken by CAWCD or NMID regarding the construction, operation, or maintenance of connection facilities necessary to effectuate this Agreement.

17.3 In the event of a third-party action against NMID or Chandler for claims arising from the activities that are the subject of this Agreement, the Parties will meet to determine procurement of legal counsel and the appropriate defense against the action.

18. UNCONTROLLED FORCES

Neither Party shall be considered to be in default in the performance of any of its obligations hereunder when a failure of performance shall be due to uncontrollable forces. The term "uncontrollable forces" shall mean any cause beyond the control of the Party unable to perform such obligation, including but not limited to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, and other natural; catastrophes, epidemic, war, riot, civil disturbance, or disobedience, strike, labor dispute, labor or material shortage, sabotage, government priorities and restraint by a court order or a public authority, an action or non-action by, or failure to obtain the necessary authorities or approval form, any governmental agency or authority, which by exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be constructed to require either Party to settle any strike or labor dispute in which it is involved.

19. 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 in any third party. No third party may enforce the terms and conditions of this Agreement.

20. **ENTIRE AGREEMENT**

The terms, covenants and conditions of this Agreement constitute the entire Agreement between the Parties with regard to the subject matter which is specifically mentioned 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, signed by the Parties and duly authorized or delegated by the Party's governing body.

21. **WAIVER**

The waiver by either Party for a breach of any term, covenant or condition in this Agreement shall not be deemed a waiver of any other term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition of this Agreement.

22. **SIGNATURE CLAUSE**

The signatories hereto represent they have been appropriately authorized to enter into this Groundwater Savings Facility Storage Agreement on behalf of the Party for whom they sign and that no further action or approvals are necessary before execution of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto, pursuant to authorization of their respective governing bodies, to be effective as set forth herein.

NEW MAGMA IRRIGATION &
DRAINAGE DISTRICT,
An Arizona political subdivision

By: _____

Name: _____

Title: President

Attest:

By: _____

Name: _____

Its: Secretary

APPROVED AS TO FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA TO THE NEW MAGMA IRRIGATION & DRAINAGE DISTRICT:

By:

Name:

Title: Attorney for NMID

CITY OF CHANDLER, an Arizona municipal corporation

_____
Kevin Hartke, Mayor

Date: _____

Attest: _____
Chandler City Clerk

APPROVAL OF THE CHANDLER CITY ATTORNEY

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

Dated this _____ day of _____, 2023

_____
Kelly Y. Schwab
Chandler City Attorney
DMG

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. ST24-012

Date: November 06, 2023
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: John McFarland, Transportation Manager
Subject: Agreement No. PW0-745-4121, Amendment No. 4, with Choice Maintenance & Asphalt Services, LLC, for Asphalt Rubber Crack Seal Services

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Proposed Motion:

Move City Council approve Agreement No. PW0-745-4121, Amendment No. 4, with Choice Maintenance & Asphalt Services, LLC, for asphalt rubber crack seal services, in an amount not to exceed $515,860, for a one-year term, January 1, 2024, through December 31, 2024.

Background/Discussion:

The Transportation Division has an established pavement management restoration and repaving program that addresses the preventative maintenance and rehabilitation needs for city-maintained roadway sections. This program includes various seals that focus on roadway sections that are in satisfactory condition. Crack sealing protects the pavement structure by sealing cracks and preventing water penetration from deteriorating the roadway base. The crack seal process is accomplished by routing the cracks with compressed air and then filling them with crack sealant. The city provides the crack sealant to save on crack fill material costs and the recommended contractor will provide application.

This agreement will provide labor and equipment to supplement Transportation Division staff efforts. The agreement will address approximately 2,500,000 linear feet of crack sealant on roadway sections and includes traffic control.

Evaluation:

On December 12, 2019, City Council approved an agreement with Choice Maintenance & Asphalt Services, LLC, for asphalt rubber crack seal services, for a one-year period, with the option of up to four (4) additional one-year extensions. The contractor has agreed to extend for one year at the same terms, conditions, and pricing. This is the fourth extension of the original agreement.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.3300.6513.0000	General Fund	Asphaltic Pavement	$515,860	N

Attachments

Amendment - Choice Maintenance & Asphalt

DocuSign Envelope ID: 5090F823-0992-4352-8E49-EDF5D13FA58B

City Clerk Document No. _____

City Council Meeting Date: November 9, 2023

AMENDMENT TO CITY OF CHANDLER AGREEMENT
ASPHALT RUBBER CRACK SEAL SERVICES
CITY OF CHANDLER AGREEMENT NO. PW0-745-4121

THIS AMENDMENT NO. 4 (Amendment No. 4) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Choice Maintenance & Asphalt Services, 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 asphalt rubber crack seal services (Agreement); and

WHEREAS, the term of the Agreement was January 1, 2020, through December 31, 2020, with the option of up to four one-year extensions; and

WHEREAS, the Parties wish to exercise the fourth 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 January 1, 2024, through December 31, 2024.

3. Section IV is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Exhibit B of Amendment No. 3, which is incorporated into and made a part of this Amendment No. 4 by this reference. Total payments made to the Contractor during the term of this Amendment No. 4 will not exceed $515,860.

DocuSign Envelope ID: 5090F823-0992-4352-8E49-EDF5D13FA58B

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. 4 and the Agreement, the terms and conditions in this Amendment No. 4 prevail and control.

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the Effective Date.

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Tony Deimling

Its: Owner/Member

APPROVED AS TO FORM:

By: _____
City Attorney JMB

ATTEST:

By: _____
City Clerk

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. ST24-013

Date:	November 06, 2023
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Andy Bass, Deputy City Manager John Knudson, Public Works and Utilities Director
From:	John McFarland, Transportation Manager
Subject:	Purchase of Asphalt Crack Sealant

Proposed Motion:

Move City Council approve the purchase of asphalt crack sealant, from Superior Supply, Inc., utilizing the Arizona Department of Transportation (ADOT) Contract No. CTR066733, in an amount not to exceed $275,000.

Background/Discussion:

The Transportation Division has an established pavement management restoration and repaving program that addresses the preventative maintenance and rehabilitation needs for city-maintained roadway sections. This program includes various seals that focus on roadway sections that are in satisfactory condition. Crack sealing protects the pavement structure by sealing cracks and preventing water penetration from deteriorating the roadway base. The crack seal process is accomplished by routing the cracks with compressed air and then filling with crack sealant. This contract will be used to purchase approximately 4,750,000 linear feet of Poly Flex III crack sealant for Transportation Division staff and contractors to apply on roadway sections. Contracted services for applying the crack sealant are procured separately.

Evaluation:

ADOT competitively solicited and awarded a contract for asphalt crack sealant. The city has a current agreement with ADOT allowing for the cooperative use of its contracts. Staff recommends cooperative use of this contract because it provides uniform competitive pricing for this cost-effective pavement preservation product. The term of the ADOT contract is valid through July 22, 2024.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.3300.6513.0000	General Fund	Asphaltic Pavement	$275,000	N

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City Council Memorandum Public Works & Utilities Memo No. UA24-035

Date:	November 06, 2023
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Andy Bass, Deputy City Manager John Knudson, Public Works and Utilities Director
From:	Cristabel Dykstra, Utilities Administrative Support Manager
Subject:	Purchase of Water Meter Repair and Replacement Services

Proposed Motion:

Move City Council approve the purchase of water meter repair and replacement services, from Metering Services, Inc., utilizing City of Tempe Contract No. WUD21-015-01, in an amount not to exceed $400,000.

Background/Discussion:

The City maintains approximately 86,500 water meters. These meters record water use from residential, landscape, multi-family, commercial, government, school, medical, and industrial water users. The life expectancy of a water meter based on industry standards is 15 years. Meters greater than 15 years old have a higher tendency to read inaccurately, resulting in incorrect billing or equipment failure. Staff routinely replace or repair failed meters to ensure customers are billed accurately and to prevent water loss. Due to the number of meters that have reached replacement age this fiscal year, contractor assistance is required for meter installation.

There are approximately 9,000 meters that have exceeded their life expectancy. As part of this agreement, the contractor will remove 5,000 meters (ranging in size from 5/8-inch to 2-inch) and replace them with meters compatible with the existing meter reading system and inventory. Meter Services staff will remove and replace the remaining 4,000 meters as part of daily operations. In fiscal year 2022-23, Meter Services staff replaced over 3,000 meters, responded to 17,100 service orders, and successfully completed the equivalent of one million monthly reads.

Evaluation:

The City of Tempe competitively solicited and awarded a contract for water meter repair and replacement services. The city has a current agreement with the City of Tempe allowing for cooperative use of its contracts. Staff recommends use of this cooperative contract because Metering Services, Inc., has previous experience performing similar repairs for the city and pricing is competitive. This agreement is valid through November 16, 2024.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
605.3880.5330.0.0.0	Water Operating	Meters & Meter Related Parts	$400,000	N

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City Council Memorandum Public Works & Utilities Memo No. ST24-014

Date:	November 06, 2023
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Andy Bass, Deputy City Manager John Knudson, Public Works and Utilities Director
From:	John McFarland, Transportation Manager
Subject:	Purchase of Street Sweeper

Proposed Motion:

Move City Council approve the purchase of a street sweeper, from Nescon, LLC, utilizing Maricopa County Contract No. 190170-S, in the amount of $348,826.55.

Background/Discussion:

The Transportation Division is responsible for sweeping 2,081 lane miles of city-owned residential and arterial roadways. Street sweeping provides cleanup when there is a spill in the roadway, traffic accident, or special event to maintain the cleanliness of the streets and help reduce particulate matter (PM-10) to improve the region's air quality. The effort supports effective mobility and a healthy, attractive, and safe community.

The replacement sweeper will meet the city's obligations regarding Maricopa County PM-10 air quality measures. The Fleet Advisory Committee has recommended replacement of this street sweeper due to its age, maintenance, history, and projected cost to operate. Replacement cost for this street sweeper is included in the Fiscal Year 2023/2024 capital improvement program budget.

Evaluation:

Maricopa County competitively solicited and awarded a contract for vehicle outfitting to supply, install, build, and modify/fabricate truck bodies, including street sweepers, to Nescon, LLC. The city has a current Intergovernmental Agreement with Maricopa County allowing for the cooperative use of the county's contracts. The Maricopa County contract is valid through January 31, 2024.

Staff recommends cooperative use of this contract because the price is competitive compared to other contracts and the requested product has performed well. Fleet Services also has approved the vehicle specifications and the street sweeper operators are familiar with its operation.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.3310.6310.0000.6ST703	Capital General Fund	Street Sweeper Replacement	$348,826.55	Y

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Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. ST24-005

Date:	November 06, 2023
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Andy Bass, Deputy City Manager John Knudson, Public Works and Utilities Director
From:	John McFarland, Transportation Manager
Subject:	Purchase of Traffic Bucket Truck

Proposed Motion:

Move City Council approve the purchase of a Versalift bucket truck, from Utility Crane & Equipment, Inc., utilizing Sourcewell Contract No. 110421-TIM, in the amount of $237,285.

Background/Discussion:

The Transportation Division is responsible for the maintenance of 224 signalized intersections and over 29,515 streetlights. The Traffic Operations staff utilize a bucket truck to service the signals and streetlights. A bucket truck is a service vehicle with an aerial lift device mounted to it. The truck must carry tools, equipment, parts, and staff to the work site and provide a safe aerial lifting device that can reach the top of all city streetlights and traffic signals.

Staff currently operate a 17 year old bucket truck with 181,000 miles (vehicle #06367) that the Fleet Advisory Committee (FAC) has recommended for replacement. The FAC considered the vehicle's current tasking, maintenance history, reliability, and projected cost to operate before making the replacement recommendation.

Evaluation:

Sourcewell competitively solicited and awarded a contract for Versalift bucket trucks to Utility Crane & Equipment, Inc. The city has a current agreement with Sourcewell allowing for the cooperative use of its contracts. Staff recommends cooperative use of Sourcewell Contract No. 110421-TIM, with Utility Crane & Equipment, Inc., because the requested product has performed well, Fleet Services staff is trained on repair, and the bucket truck operators are familiar with the operation. The Sourcewell contract is valid through December 27, 2025.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.3310.6419.0000.6ST715	Capital General Fund	Bucket Truck Replacement	$237,285.00	Y

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City Council Memorandum Management Services Memo No. MS 24-030

Date: November 06, 2023
To: Mayor and Council
Joshua H. Wright, City Manager
Thru: Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Assistant Director
From: Christina Pryor, Procurement & Supply Senior Manager
Subject: Contracts and Agreements Administratively Approved, Month of October 2023

Background/Discussion

On November 7,2022, City Council adopted Ordinance No. 5030 amending the Code of the City of Chandler, Chapter 3, raising the threshold for Council approval of contracts and agreements for materials, services, equipment, and construction from $50,000 to $100,000. The threshold for Council approval of contracts and agreements for professional services was raised from $30,000 to $100,000. The changes allow contracts and agreements valued less than $100,000 to be approved administratively. As part of the change, Council requested a monthly summary of contracts and agreements approved under the newly adopted thresholds that would have required Council approval under the previous thresholds. The attached report summarizes the administratively approved contracts and agreement for materials, services, equipment, and construction valued between $50,000 and $99,999, and professional services valued between $30,000 and $99,999.

Attachments

Administratively Approved October 2023

Informational Procurement Council Item – October 2023 Administrative Approvals

Administrative Approval of Contracts and Agreements for Materials, Services, Equipment and Construction Valued Between $50,000 and $99,999 and Professional Services Valued Between $30,000 and $99,999

Agreement No.: 4693
Subject: State Legislative Representation Services
Contractor: Policy AZ, LLC
Value: $78,000.00
Description: Provides for legislative lobbyist services at the state level

Agreement No.: PR2106.205
Subject: Tumbleweed Park Flo-2d Hydrologic Model
Contractor: Huitt-Zollars Inc
Value: $41,930.86
Description: Design Services for Tumbleweed Park FLO-2D Hydrologic Model. The analysis will be used to request a CLOMR to revise the current effective floodplain between Queen Creek and Germann Road.

Agreement No.: WA1903.401
Subject: Arrowhead Water Production Facility Rehabilitation and Pecos Surface Water Treatment Plant Surge System
Contractor: Achen Gardner Construction LLC.
Value: $98,000.00
Description: Change Order #3 Additional funds to replace Owner's allowance and to include a 90 day time extension.

Agreement No.: WA2303.401
Subject: Hahn Reservoir Main Repair
Contractor: B & F Contracting Inc.
Value: $30,666.50
Description: Initially trenchless rehabilitation project with cured-in-place pipe lining, but due to bends found when the water main was excavated, methodology changed to traditional open cut and time extended for 45 days.

Agreement No.: PD2205.271
Subject: Police Work Area and Storage Renovation
Contractor: Arrington Watkins Architects LLC.
Value: $45,260.00
Description: Post Design Services for the Chandler Police Department Work Area and Storage Project.

Agreement No.: PD2205.401
Subject: Police Work Area and Storage Renovation
Contractor: SDB INC.
Value: $60,000.00

Description: Change Order #1 to replenish the Owner's allowance and to add 90 calendar days to the existing agreement to address unforeseen conditions.

Agreement No.: PR2202.451
Subject: Arrowhead Meadows Park Tennis and Pickleball Court Replacement
Contractor: Dibble CM LLC.
Value: $76,600.00
Description: Construction Management Services to include Pre-Construction Assistance, Construction Management, Construction Inspection, and Utility Coordination.

Agreement No.: WW2210.271
Subject: Price Road Frontage Road Sewer Rehabilitation
Contractor: Dibble & Associates Consulting Engineers Inc. dba Dibble
Value: $ 85,520.00
Description: Post Design Services for the project area location along Price Road Frontage Road from Fairview Drive to Elliott Road.

Agreement No.: PE2111.401
Subject: Chandler Tennis Center Renovations at Tumbleweed
Contractor: Simpson Walker Contracting Corporation
Value: $78,425.61
Description: Change order #2 for work items and contract duration as included in the settlement agreement. Net change in calendar days is 251.

Contracts or Agreements with Significant (+50%) Price Changes Valued Between $50,000 and $99,999

Agreement No.:
Subject:
Contractor:
Value:
Notes:

Agreement No.:
Subject:
Contractor:
Value:
Notes:

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City Council Memorandum Management Services Memo No. 24-036

Date: November 06, 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

November 9, 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: AZ Remix Night on Saturday, November 18, 2023, from 8:00 p.m. until 1:00 a.m.
Location: Saigon Adult Day Care, 2051 N. Arizona Avenue, Suite 106

Permanent Extensions of Liquor License Premises

Business Name: Mc2 Concepts, LLC, DBA Mingle & Graze
Applicant: Mahfam Moeeni-Alarcon
Extension Purpose: Remove Series 10, Spin the Bottle, from this location.
Location: Mingle & Graze, 48 S. San Marcos Place

Temporary Extensions of Liquor License Premises

N/A