

City Council Regular Meeting

Thursday, January 11, 2024
6:00 p.m.

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

CHANDLER
arizona
Community of Innovation



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

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

Our Vision

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

Our Brand

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

Innovative Focus

Innovation is the lifeblood of our community. The introduction of new ideas and methods is rooted in Chandler's culture and heritage. This thread of innovation embodies how we connect, plan and serve our city to be a contemporary, financially responsible and safe place to live and work.

Pursuant to Resolution No. 4464 of the City of Chandler and to A.R.S. 38-431.02, notice is hereby given to the members of the Chandler City Council and to the general public that the Chandler City Council will hold a REGULAR MEETING open to the public on Thursday, January 11, 2024, at 6:00 p.m., in the Chandler City Council Chambers, 88 E. Chicago Street, Chandler, Arizona. One or more members of the Chandler City Council may attend this meeting by telephone.

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

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



Regular Meeting Agenda

City Council Strategic Framework Focus Areas: Legend

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

Call to Order

Roll Call

Invocation - Rev. Steve Foss, First Baptist Church

Pledge of Allegiance

Consent Agenda

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

Proposed Motion: Move to approve the Consent Agenda of the January 11, 2024, Regular Meeting, Items 1 - 21.



City Clerk

1. **Approval of Minutes**

Move City Council approve the Council meeting minutes of the Work Session of December 4, 2023, the Regular Meeting of December 4, 2023, the Study Session of December 4, 2023, the Work Session of December 7, 2023, the Regular Meeting of December 7, 2023, and the Special Joint Meeting of December 14, 2023.

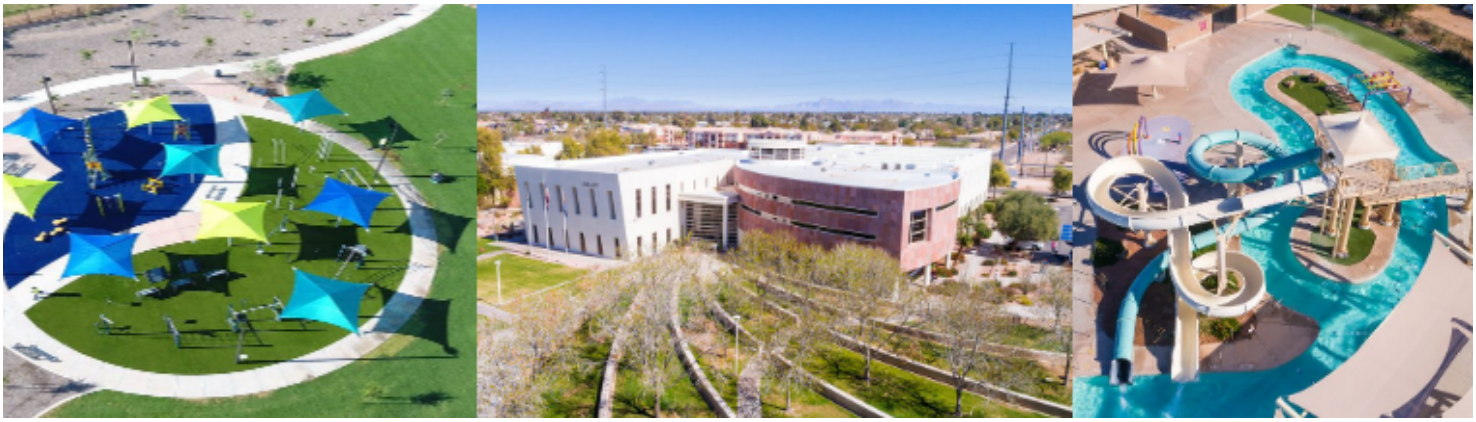


City Manager

2. **Resolution No. 5767, Designating the Chief Fiscal Officer for Officially Submitting the Fiscal year 2024 Expenditure Limitation Report to the Arizona Auditor General**

Move City Council pass and adopt Resolution No. 5767, designating the Chief Fiscal Officer for officially submitting the Fiscal Year 2024 Expenditure Limitation Report to the Arizona Auditor General.

Council Focus Area(s):



Community Services

3. **Professional Services Agreement No. PR2401.201, with J2 Engineering & Environmental Design, LLC, for Mesquite Groves Park Design Concept Services**

Move City Council award Professional Services Agreement No. PR2401.201 to J2 Engineering & Environmental Design, LLC, for Mesquite Groves Park Design Concept Services, in an amount not to exceed $155,042.

Council Focus Area(s):

4. **Certified Autism Center Agreement**

Move City Council approve an agreement to qualify the Community Services Department, Parks and Recreation Divisions, with the Certified Autism Center designation, and authorize the City Manager to execute the agreement.

Council Focus Area(s):



Development Services

5. **Final Adoption of Ordinance No. 5074, PLH23-0029 Alma Office Building Rezoning, 877 N. Alma School Road, more generally located south of the southeast corner of Alma School and Ray Roads**

Move City Council adopt Ordinance No. 5074 approving PLH23-0029 Alma Office Building Rezoning, Rezoning from Single-Family Residential (SF-8.5) to Planned Area Development (PAD) for administrative office and limited commercial uses, subject to the conditions as recommended by Planning and Zoning Commission.

Council Focus Area(s):

6. **Preliminary Development Plan, PLH23-0051 Paseo Lindo Chick-Fil-A, located at 3871 S. Arizona Avenue, at the northeast corner of Arizona Avenue and Ocotillo Road**

Move City Council approve Preliminary Development Plan PLH23-0051 Paseo Lindo Chick-Fil-A for the modification of an existing drive-thru restaurant, including adding a drive-thru lane and shade canopy that encroaches into the western building setback, subject to the conditions as recommended by Planning and Zoning Commission.

Council Focus Area: 

7. **Use Permit, PLH23-0061 Stingers Golf Club, 900 E. Pecos Road, Suite 1, located at the northwest corner of Pecos and McQueen Roads**

Move City Council approve Use Permit PLH23-0061 Stinger's Golf Club for a Series 6 Bar License and Entertainment Use Permit for live indoor entertainment, subject to the conditions recommended by Planning and Zoning Commission.

Council Focus Area(s): 

8. **Ordinance No. 5076 Rezoning and Resolution No. 5763 Area Plan Amendment, PLH23-0038 / PLH23-0039 Grayhawk Residences at Chandler, located at the northeast corner of Frye Road and Nevada Street, approximately 1/4 mile east of Arizona Avenue**

Area Plan

Move City Council pass and adopt Resolution No. 5763 Chandler Redevelopment Element amendment, PLH23-0039 Grayhawk Residences at Chandler, as recommended by Planning and Zoning Commission.

Rezoning

Move City Council introduce and tentatively adopt Ordinance No. 5076 approving PLH23-0038 Grayhawk Residences at Chandler, Rezoning from General Industrial (I-2) District to Planned Area Development (PAD) for Multi-Family Residential with Mid-Rise Overlay to allow heights up to seventy (70) feet, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Development Plan

Move City Council approve Preliminary Development Plan PLH23-0038 Grayhawk Residences at Chandler for site layout and building architecture, subject to the conditions as recommended by Planning and Zoning Commission.

Council Focus Area(s): 

9. **Withdrawal of Rezoning, Preliminary Development Plan, and Preliminary Plat PLH22-0028/PLT23-0011 Schnitzer Commerce Parks, located within two properties at the southwest and southeast corner of Ryan Road and Hamilton Street, generally 1/4 mile east of the southeast corner of Arizona Avenue and Ryan Road**

Move City Council withdraw Rezoning, Preliminary Development Plan, and Preliminary Plat PLH22-0028/PLT23-0011 Schnitzer Commerce Parks, for the purpose of re-advertising, as recommended by Planning and Zoning Commission.

Council Focus Area(s):



Facilities and Fleet

10. **Purchase of Energy Management Control Systems Services from EMCOR Services Arizona**

Move City Council approve the purchase of energy management control systems services, from EMCOR Services Arizona, utilizing the State of Arizona Contract No. CTR062668, in an amount not to exceed $528,375.

Council Focus Area(s):



Information Technology

11. **Purchase of Information Technology Infrastructure and Consulting Services**

Move City Council approve the purchase of information technology infrastructure and consulting services, from The Redesign Group, utilizing the State of Arizona Contract No. ADSPO 16-098163, in an amount not to exceed $5,199,324.

Council Focus Area(s):

12. **Purchase of Risk Management Information System Software**

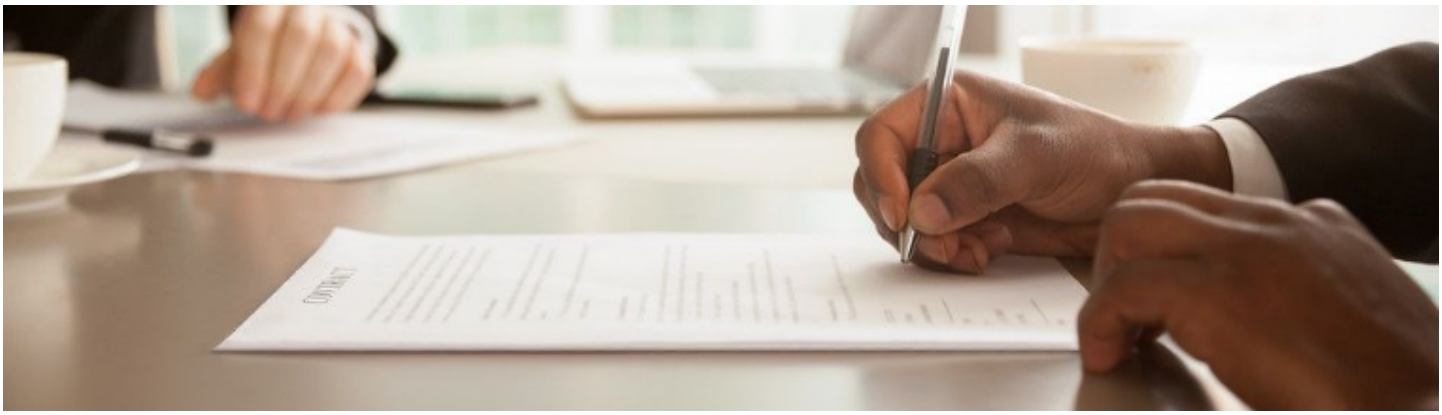
Move City Council approve the purchase of risk management information system software, maintenance, and support services, from Origami Risk, LLC, utilizing the Pima County Contract No. AM-PO-15-041, in an amount not to exceed $299,145 for the first year, and $120,000 each in years two and three.

Council Focus Area(s):

13. **Purchase of Cisco Smartnet**

Move City Council approve the purchase of Cisco Smartnet, from Sentinel Technologies, Inc., utilizing the 1GPA Contract No. 22-02PV-18, in the amount of $272,132.

Council Focus Area(s):



Management Services

14. **Resolution No. 5762 Adopting the System Development Fee Land Use Assumptions and Infrastructure Improvement Plan as Published in the City of Chandler, Arizona, System Development Fee Update: 2022-2032 Land Use Assumptions and Infrastructure Improvements Plan, Dated September 2023.**

Move to approve Resolution No. 5762 adopting the System Development Fee Land Use Assumptions and Infrastructure Improvements Plan as published in the City of Chandler, Arizona, System Development Fee Update: 2022-2032 Land Use Assumptions and Infrastructure Improvements Plan, dated September 2023.

Council Focus Area(s):

15. **Adopt Notice of Intention to Modify Certain System Development Fees and Set the Date for a Public Hearing on February 22, 2024**

Move to adopt the Notice of Intention to Modify Certain System Development Fees, and set the date for a Public Hearing on February 22, 2024.

Council Focus Area(s):



Police Department

16. **Resolution No. 5672 Acceptance and Approval of the Homeland Security Grant Program**

Move City Council pass and adopt Resolution No. 5672 authorizing the acceptance of FY 2023 Homeland Security Agreement Nos. 23-AZDOHS-HSGP-23804-01 and 23-AZDOHS-HSGP-230804-02, authorizing the Mayor to execute the Agreements; and authorizing the Chief of Police to administer, execute, and submit all documents and other necessary instruments in connection with such Agreements.

Council Focus Area(s):



Public Works and Utilities

17. **Final Adoption of Ordinance No. 5073 Granting a Non-Exclusive Utility Easement to Arizona Public Service Company**

Move City Council approve the final adoption of Ordinance No. 5073 granting a non-exclusive utility easement to Arizona Public Service Company, at no cost, to accommodate the Wall Street Improvement Project (Frye Road to Chicago Street).

Council Focus Area(s): 

18. **Resolution No. 5757 Authorizing the Acquisition of a Temporary Construction Easement Required for the Chandler Boulevard Fiber Project**

Move City Council pass and adopt Resolution No. 5757 authorizing the acquisition of a temporary construction easement (TCE) required for the Chandler Boulevard Fiber Project (Project No. TUF2308); authorizing the city's Real Estate Administrator to sign the purchase agreement and any other documents necessary to facilitate the acquisition; and authorizing relocation assistance as may be required by law.

Council Focus Area(s): 

19. **Agreement No. PW3-962-4568, Amendment No. 1, with Cleanview Sewer Inspections, Inc., for Video Inspection of Sewer Lines**

Move City Council approve Agreement No. PW3-962-4568, Amendment No. 1, with Cleanview Sewer Inspections, Inc., for video inspection of sewer lines, in an amount not to exceed $250,000, for a one-year period, December 12, 2023, through December 11, 2024.

Council Focus Area(s): 

20. **Purchase of Traffic Signal Maintenance Services and Equipment**

Move City Council approve the purchase of traffic signal maintenance services and equipment, from CS Construction, Inc., utilizing City of Scottsdale Contract No. 2019-195-COS, and from AM Signal, LLC, utilizing Maricopa County Contract No. 230200, in a combined amount not to exceed $801,700.

Council Focus Area(s): 

21. **Agreement No. PW4-285-4704, with Cem-Tec Corporation, for Streetlight Poles**

Move City Council approve Agreement No. PW4-285-4704, with Cem-Tec Corporation, for streetlight poles, in an amount not to exceed $200,000, for a one-year term, January 18, 2024, through January 17, 2025, with the option of up to four one-year extensions.

Council Focus Area(s): 

Action Agenda

22. **Election of Vice Mayor**

    Move City Council elect a Vice Mayor of the Council with a term beginning January 12, 2024, and ending January 9, 2025.

Briefing

23. **Briefing by Chandler Police Department regarding Teen Violence**

Informational

24. **November 15, 2023, Planning and Zoning Commission Meeting Minutes**

Unscheduled Public Appearances

Current Events

1. Mayor's Announcements
2. Council's Announcements
3. City Manager's Announcements

Adjourn

CHANDLER arizona
Community of Innovation

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

Date:	January 11, 2024
To:	Mayor and Council
From:	Dana DeLong, City Clerk
Subject:	Approval of Minutes

Proposed Motion:

Move City Council approve the Council meeting minutes of the Work Session of December 4, 2023, the Regular Meeting of December 4, 2023, the Study Session of December 4, 2023, the Work Session of December 7, 2023, the Regular Meeting of December 7, 2023, and the Special Joint Meeting of December 14, 2023.

Attachments

Minutes of the Work Session of December 4, 2023
Minutes of the Regular Meeting of December 4, 2023
Minutes of the Study Session of December 4, 2023
Minutes of the Work Session of December 7, 2023
Minutes of the Regular Meeting of December 7, 2023
Minutes of the Special Joint Meeting of December 14, 2023

Meeting Minutes
City Council Work Session

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

Call to Order

The meeting was called to order by Mayor Kevin Hartke at 4:00 p.m.

Roll Call

Council Attendance

Mayor Kevin Hartke
Vice Mayor Matt Orlando
Councilmember OD Harris
Councilmember Mark Stewart
Councilmember Christine Ellis (arrived at 4:10 p.m.)
Councilmember Jane Poston
Councilmember Angel Encinas

Appointee Attendance

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

Staff in Attendance

Tadd Wille, Assistant City Manager
Dawn Lang, Deputy City Manager / Chief Financial Officer
Andy Bass, Deputy City Manager
Matt Dunbar, Budget & Policy Assistant Director
Matt Burdick, Communications and Public Affairs Director
Alexis Apodaca, Mayor & Council Public Affairs Senior Manager
Ryan Peters, Strategic Initiatives Director

Discussion

1. System Development Fee Update, 2022-2032 Land Use Assumptions and Infrastructure Improvements Plan

MAYOR HARTKE called for a staff presentation.

JOSHUA WRIGHT, City Manager, introduced the discussion item.

DAWN LANG, Deputy City Manager/Chief Financial Officer, gave the following presentation.

- Work Session System Development fee Update, 2022-2032 Land Use Assumptions & Infrastructure Improvements Plan
- Agenda
    - System Development Fees background
    - Program requirements
    - Fee Category Summary
    - Report overview
    - Discussion of each fee category
    - SDF permit examples:
        - Fee Structure – Current to Proposed
    - Remaining Project Timeline
- Why Charge System Development Fees?
    - One of the 1st cities to implement the full range of SDFs "Impact Fees" in 1997 in an effort to ensure growth pays for growth.
    - SDF's funded growth related infrastructure through the years, which was and still is paid by developers at the time of permitting.
    - If not for SDFs, Chandler would have had to find an alternative revenue source (e.g. additional bond elections & related taxes, etc.) to fund needed infrastructure as the city grew and continues to grow.
    - SDFs have allowed Chandler to keep taxes low over the years. Provided a capital funding source in lieu of selling bonds.
    - Examples of arterial streets, fire stations, police facilities, libraries, parks, and utilities projects completed with SDFs:
    - Desert Breeze Police Substation; Tumbleweed, Snedigar, Arbuckle, Roadrunner, Chuparosa, and Espee parks, Fire Stations 2-11, Mesquite Groves Aquatic Center, Water/Wastewater Mains, Wells, and Other Infrastructure, and all Major Arterial Street widenings.
- Background
    - SDF process governed by A.R.S. §9-463.05
    - Developers pay SDFs during the building permit process
    - One-time funding for growth-related capital infrastructure
        - Cannot be used to fund repairs or operations & maintenance
        - Cannot be used for capital that is not directly attributed to growth
        - Must be infrastructure that is a necessary public service and that directly provides a beneficial use to the development
- Program Requirements
    - A.R.S. requires the following to ensure transparency and oversight
    - Complete the LUA and IIP report as a precursor to Fee Updates based on methodology outlined in A.R.S.*

        - Requires update every five years – legally required by January of 2024
        - Last LUA & IIP Adoption - January of 2019
        - Includes an updated fee schedule
        - Public outreach and Council approval process
    - Prepare an "Annual Report" and post online
        - Includes actual results for the previous year
    - Complete Biennial Audit*
        - Results require a Public Hearing
        - *Must be prepared by a Qualified Professional
- Fee Category Summary
    - Fees Charged by Equivalent Dwelling Unit (EDU) or SQ FT
        - Arterial Streets
        - Parks – Three Service Areas
        - Fire
        - Police
        - Public Buildings
    - Fees by Meter Size
        - Water
        - Wastewater
        - Reclaimed Water
    - Building Permits

MATT DUNBAR, Budget & Policy Assistant Director, presented the following slides.

- Report Overview
    - Infrastructure Improvement Plan (IIP)
        - Updated growth projects (6/30/2023 CIP), current and future costs
        - Updated outstanding debt for each fee category – each category carries debt
    - Land Use Assumptions (LUA)
        - Updated LUAs reflect changes in average household size, EDU's compared to prior report, and changes in land classification
        - City projections updated - EDUs for residential and nonresidential square footage
        - EDUs increased (table 7, page 20)
        - Nonresidential square footage decreased (except Industrial, table 10, page 22)
- Land Use Assumptions Citywide Comparison

COUNCILMEMBER STEWART asked about the added EDUs during COVID and the 6 million square feet loss.

MR. DUNBAR said the value increase to the area's rezoning to residential and multi-family residential, along with anticipated future rezoning.

COUNCILMEMBER STEWART said we shifted our focus on commercial and industrial buildings in the past 6 years, and asked what caused the change.

MR. DUNBAR said we can follow up with development services for more information on their perspective behind the projection change.

MAYOR HARTKE said some retail spaces in the four corners are still zoned as they were before. Some have become mixed-use, and this is expected to continue.

VICE MAYOR ORLANDO asked how we would account for county areas in this.

MR. DUNBAR said we do not anticipate any annexations.

MS. LANG said any annexations already approved by council are in the update.

MR. DUNBAR continued the following presentation.

- Report Overview
    - Fee calculations – calculated by fee category & service area
        - Mix of increases and decreases across fee category and land classification
    - Fee development methodology – uses the lowest calculated fee of:
        - Existing cost per EDU
        - Ten-year cost per EDU
        - Buildout cost per EDU
    - The city will collect enough impact fee revenue to cover ALL applicable costs by the last permit
- Pledged Outstanding Internal Debt as of June 30, 2022
    - Annual SDF Permit Revenue collected fluctuates between $15.5M to $23M over the last 5 years
    - Streets $34.5M
    - Parks $8.7M
    - Public Buildings $1.8M
    - Fire $3.6M
    - Police $2.0M
    - Water $113.3M
    - Wastewater $140.9M
    - Reclaimed Water $24.4M
    - Total Outstanding Debt: $329.2M

VICE MAYOR ORLANDO asked about any future debts we may need to borrow based on their impact.

MR. DUNBAR said we anticipate using impact fees.

MS. LANG added we accumulated enough not to have to increase fees.

VICE MAYOR ORLANDO said the fees collected will go towards paying off the debt without increasing it.

MS. LANG said that if there is an active growth project in the fund, it will be used to pay off any outstanding project costs before considering any new bonds.

COUNCILMEMBER HARRIS said that the fund operates under separate laws and has its own account, which is distinct from the budget process.

MS. LANG said yes.

MR. DUNBAR said when you get the CIP books each of the projects will list the revenue sources.

COUNCILMEMBER HARRIS asked if staff could call out the system development fee.

MS. LANG said yes.

COUNCILMEMBER HARRIS asked about the repayment timeline for the money.

MR. DUNBAR said that based on when the last permit is pulled, some of these will eventually fall off.

COUNCILMEMBER HARRIS asked about the expected date for payment.

MS. LANG said it is all tied to this report and this report will forecast that.

MR. DUNBAR continued the following slides.

- Arterial Streets
- Arterial Streets – Highlights
    - Primary function of Arterial Streets is to move traffic within and through the community
    - This fee considers: Vehicle Miles of Capacity, Vehicle Miles Traveled, Peak Travel Hours, Trip Lengths & Rates, EDUs, and other financial factors such as Fund Balance, CIP, Debt Outstanding, Current and Future Revenue, and related Expenses (Studies & Audits)
    - No change to methodology
    - Fees reduced for all land classifications except Office & Public/Institutional
- Arterial Streets Service Area

    - Excludes northwest area of city limits where arterial streets were funded with Improvement Districts
    - Future Projects Include:
        - Alma School: Germann -Queen Creek (2-4 lanes) Frye – Pecos (4-6 lanes)
        - Chandler Heights: Gilbert – Val Vista (2-4 lanes)
        - Lindsey: Ocotillo – Hunt Hwy (2-4 lanes)
- Land Use Assumptions Arterial Streets Comparison
- Arterial Streets Summary
- Parks
- Parks – Highlights
    - Currently fees are charged within 3 service areas (NW, NE & SE) with the NW fee ending as of this studies new fee implementation
    - Fees assessed only to residential - single family and multi-family
    - This fee considers: Eligible Acres of Park Land, EDUs, and other financial factors such as Fund Balance, CIP, Debt Outstanding, and Current and Future Revenue, and related Expenses (Studies & Audits)
    - No change to methodology
    - Fees eliminated for NW, reduced for NE, and increases for SE service areas
- Parks Service Area
    - Future Projects Included:
        - Mesquite Groves Community Park (30 acres)
        - Lantana Ranch Community Park (30 acres)

COUNCILMEMBER STEWART said that there was a time when businesses had to pay for the parks they built, and he questioned who built the park that was being referred to.

MR. WRIGHT said the city built that park.

COUNCILMEMBER STEWART said our residents help pay for the roads but not for the parks.

MR. DUNBAR said that the distinction between the park and an office building is not as clear as the nexus that needs to be established by the city.

COUNCILMEMBER STEWART said it is legislative.

MS. LANG said Chandler has taken the stance that we do not have that nexus.

COUNCILMEMBER ELLIS said like what we did south of McQueen and the 202.

MR. WRIGHT said no, we built that.

MS. LANG said that once the arterial and parks projects are completed, we will continue to collect the outstanding debts.

MR. DUNBAR continued the following slides.

- Parks – Summary
- Fire
- Fire – Highlights
    - Functional Population used to calculate EDUs – Concept based on the observation that demand for public safety facilities tends to be proportional to the presence of people
    - This fee considers: Functional Population, EDUs, and other financial factors such as Fund Balance, Debt Outstanding, and Current and Future Revenue, and related Expenses (Studies & Audits)
    - No change to methodology
    - Fees Increased for all land use classifications except Office
- Fire Service Area
    - Future Projects Included: none
- Fire – Summary

VICE MAYOR ORLANDO said we must increase the capacity of a fire station because of the increased traffic and increased calls.

MR. DUNBAR said a new facility can be incorporated in the new update. Fire Station 12 is included in the new CIP, which means that the next time an update is done, it will be included, and we will start seeing an increase in the fire fee.

VICE MAYOR ORLANDO asked when Fire Station 12 is due for an update.

MR. DUNBAR said that it exceeds the five-year limit.

VICE MAYOR ORLANDO said what if you expand in the same way that we did in South Chandler.

MS. LANG said in a conversation with our consultant we discussed the possibility of justifying the driver under the rules established by statute.

MR. DUNBAR continued the following slides.

- Police
- Police – Highlights
    - Functional Population used to calculate EDUs – Concept based on the observation that demand for public safety facilities tends to be proportional to the presence of people

    - This fee considers: Functional Population, EDUs, and other financial factors such as Fund Balance, Debt Outstanding, and Current and Future Revenue, and related Expenses (Studies & Audits)
    - No change to methodology
    - Fees decreased for all land use classifications except Public/Institutional
- Police Service Area
    - Future Projects Included: none

VICE MAYOR ORLANDO asked about the new lab that we are considering building.

MS. LANG said the new lab is not driven by growth. While we would like to expand the service to our residents, it is not a move intended to spur growth.

VICE MAYOR ORLANDO said this lab was built 20 years ago based on population projections. However, since the population has increased, businesses have objected to the lab's expansion. The projection for senior living has also increased, so it is natural to expand your services. He is trying to find the nexus, which is where you use the nexus behind that.

MS. LANG said the administration building was undersized for their needs, which is why they are moving to a new facility. They built substations with revenues, but they are expanding the forensic facility itself to study new technologies and add additional specialties. This is a choice they made instead of using Maricopa County labs or other labs around them. They are expanding, and as they learn more about the size and nuances of the new forensic facility, they will challenge the consultant again to see if there is any opportunity to create a Nexus with it.

MR. DUNBAR continued the following slides.

- Police – Summary

MAYOR HARTKE inquired about the name and nature of the public institution.

MR. DUNBAR said public institutions are education, government, and church buildings.

MS. LANG said that the Forensic facility is currently under zoning, so more information will be available soon. This report will aid in updating the facility in the next five years, enabling us to assess whether we can make an argument for making some changes.

MR. DUNBAR continued the following slides.

- Public Buildings
- Public Buildings – Highlights
    - Single – citywide service area
    - No legal requirement to update grandfathered calculation
    - Only activity is debt being serviced

    - No change to methodology
    - Fees remains unchanged for all fee categories:
        - $110 for Single Family Dwelling Unit
        - $79 for Multi-Family Dwelling Unit
        - $0.12 per Retail Square Foot
        - $0.08 per Office Square Foot
        - $0.02 per Industrial Square Foot
        - $0.03 per Public Square Foot
- Water
- Water – Highlights
    - System Capacity used to calculate the "Service Unit" or EDU
    - This fee considers: Demand (both Peak and Average), Capacity (Production, Storage, Booster) and System Utilization including Water Supplies Available, and other financial factors such as Fund Balance, Debt Outstanding, and Current and Future Revenue, and related Expenses (Studies & Audits)
    - No change to methodology
    - Fees decreased for all meter sizes except 3" meters (due to reevaluation of the capacity of a 3" meter – from 160 GPM to 225 GPM).
- Water Service Area
    - Future Projects Included: none
- Water – Summary
- Wastewater
- Wastewater – Highlights
    - System Capacity used to calculate the "Service Unit" or EDU
    - This fee considers: Demand (both Peak and Average), Capacity (Treatment) and System Utilization, and other financial factors such as Fund Balance, Debt Outstanding, and Current and Future Revenue, and related Expenses (Studies & Audits)
    - No change to methodology
    - Fees increased for all meter sizes with 3" meter increasing at a larger percentage due to the Flow Capacity being reevaluated (as discussed in the Water Section).
- Wastewater Service Area
    - Future Projects Included: none
- Wastewater – Summary
- Reclaimed Water
- Reclaimed Water – Highlights
    - System Capacity used to calculate the "Service Unit" or EDU
    - This fee considers: Demand (both Peak and Average), Capacity and System Utilization, and other financial factors such as Fund Balance, Debt Outstanding, and Current and Future Revenue, and related Expenses (Studies & Audits)
    - No change to methodology

    - Fees increased for all meter sizes with 3" meter increasing at a larger percentage due to the Flow Capacity being reevaluated (as discussed in the Water Section).
- Reclaimed Water Service Area
    - Future Projects Included: none
- Reclaimed Water – Summary
- City of Chandler SDF Permit Examples
- Single Family SDF – Permit Example Northeast Service Area
- Single Family SDF – Permit Example Southeast Service Area
- Multi-Family SDF – Permit Example per Unit Northeast Service Area
- Multi-Family SDF - Permit Example per Unit Southeast Service Area
- Commercial or Retail SDF Permit Example
- Office SDF Permit Example
- Industrial SDF Permit Example
- Institutional SDF Permit Example

VICE MAYOR ORLANDO asked whether the assumptions about land use would still apply if something else is built in its place.

MR. DUNBAR said we can update the plan if trends are not meeting demands, as state statute requires it every five years.

VICE MAYOR ORLANDO asked why it takes so long

MR. DUNBAR said that the data we collect is analyzed externally, which takes about six months from sharing the draft document to conducting public meetings.

MS. LANG said with the fee included, it takes us over the timeline if everything is scheduled back-to-back.

VICE MAYOR ORLANDO said when we look at this plan, we take into consideration that office will not be taken in the next few years.

MS. LANG said chances are that yes.

MR. DUNBAR said that the 26% office cost increase is due to a decrease in the number of offices, resulting in higher fees for the remaining offices.

MAYOR HARTKE asked, when did we start the process for this report.

MS. LANG said this project began in 2021 when we hired an outside consultant. Although it took slightly longer than expected, we started early enough to account for any potential delays, and we were still on track to have it approved within the intended timeframe.

MAYOR HARTKE said it would have been 2021, and in 2022 the offices were not coming back.

MR. DUNBAR said he did not know if we captured everything.

MR. DUNBAR continued the following slides.

- East Valley Comparison SDF Permit Examples
- Comparison to East Valley Cities
- Single Family SDF Permit Comparison East Valley
- Multi-Family SDF Permit Comparison East Valley
- Commercial SDF Permit Comparison East Valley

MAYOR HARTKE asked what the driver for this was.

MR. DUNBAR said that the water plant's infrastructure and fees are being significantly affected.

MR. DUNBAR continued the following slides.

- Industrial SDF Permit Comparison East Valley
- Tentative – Timeline
    - Public outreach – October 2023 – COMPLETE
    - Council Work Session – December 4, 2023 - TONIGHT
    - Public Hearing – LUA & IIP Report – December 7, 2023
    - Adopt LUA and IIP – January 11, 2024
    - Adopt Motion of Intent to modify SDF fees – January 11,2024
    - Public Hearing on Proposed SDF fees & First Read of Ordinance – February 22, 2024
    - Final Adoption of Ordinance to modify SDF fees – April 4, 2024
    - New Fees Effective – July 1, 2024
- Thank you Questions?

VICE MAYOR ORLANDO asked about the payback timeline and requested clarification on the expected timeframe.

MR. DUNBAR said there are two, one on page 6.

COUNCILMEMBER ELLIS said she appreciated getting a chance to review this.

COUNCILMEMBER ENCINAS inquired whether the decision to exclude the northeast from parks was made by our city and if other cities follow a similar practice. He asked if it was a statutory requirement.

MS. LANG said other cities could have different service areas depending on their nexus. Some cities might have one service area that could be divided into two.

COUNCILMEMBER STEWART asked if the consultant had considered why the neighborhood was not responsible for redoing a park.

MS. LANG said it would be beneficial if the law permitted us to use the funds for re-use. Once the building is constructed, we can choose to renovate it later, giving us more time to collect payments from the residents.

Adjourn

The meeting was adjourned at 5:03 p.m.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: January 11, 2024

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session of the City Council of Chandler, Arizona, held on the 4th day of December 2023. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of January, 2024.

_____

City Clerk

Meeting Minutes
City Council Regular Meeting

December 4, 2023 | 6:00 p.m.
Chandler City Council Chambers
88 E. Chicago St., Chandler, AZ

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

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

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

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

Pledge of Allegiance
The Pledge of Allegiance was led by Scout Troop 280.

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

1. Service Recognitions
Octavio Amparan – 10 Years, Police Department
Joseph Walsh – 10 years, City Manager – Fleet
Michael Rose – 15 years, Information Technology

2. Recognition – CEASE Designation Achievement Award

MAYOR HARTKE read the proclamation and invited STACY SOUTHERLAND and the Arizona Anti-trafficking Network and team to accept. JOHN MESA, Board President of the Anti-Trafficking Network, said the City of Chandler had achieved the CEASE designation, a program of the Arizona Anti-Trafficking Network. This program offers training and resources to municipal staff to combat sexual exploitation crimes. The City of Chandler has exceeded the goal by training beyond the issue. We congratulate the City of Chandler for prioritizing this issue and commend your commitment to ending sex trafficking in the state of Arizona.

3. Recognition – JustServe Award

MAYOR HARTKE read the proclamation and invited JANE ANDERSON, For Our City Chairperson, LEAH POWELL, Neighborhood Resources Director, and Neighborhood Services staff to accept.

4. Recognition – 6th Place Digital Cities Award

MAYOR HARTKE read the proclamation and invited KERSTIN NOLD, IT Chief Technology Officer, to accept.

MS. NOLD thanked Mayor and Council for their support in receiving the information technology award. The award represents all the technology in the city. They are working on citizen engagement and staff productivity to drive efficiencies and ensure responsible spending. Ms. Nold thanked the IT leadership team for their support and hopes to be in the top three next year.

Consent Agenda and Discussion

City Clerk

1. Approval of Minutes

   Move City Council approve the Council meeting minutes of the Special Meeting of November 6, 2023, the Regular Meeting of November 6, 2023, the Study Session of November 6, 2023, the Work Session of November 9, 2023, and the Regular Meeting of November 9, 2023.

Development Services

2. Final Adoption of 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 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.

Police Department

3. Final 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 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.

Consent Agenda Motion and Vote

Vice Mayor Orlando moved to approve the Consent Agenda of the December 4, 2023, Regular City Council Meeting; Seconded by Councilmember Ellis.

Motion carried unanimously (7-0).

Adjourn

The meeting was adjourned at 6:21 p.m.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: January 11, 2024

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of Regular Meeting of the City Council of Chandler, Arizona, held on the 4th day of December 2023. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of January, 2024.

_____

City Clerk

Meeting Minutes
City Council Study Session

December 4, 2023 | 6:00 p.m.
Chandler City Council Chambers
88 E. Chicago St., Chandler, AZ

Call to Order

The meeting was called to order by Mayor Kevin Hartke at 6:21 p.m.

Roll Call

Council Attendance

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

Appointee Attendance

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

Consent Agenda and Discussion

Discussion was held on items 3, 18,19,21, 22, 37

City Clerk

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

Community Services

2. Purchase of Bucket Truck
   Move City Council approve the utilization of Sourcewell Contract No.110421-TER, for the purchase of a bucket truck, from Custom Truck One Source, in the amount of $173,812.32.

3. Construction Manager at Risk (CMAR) Construction Services Agreement No. PR2201.401 with Chasse Building Team, Inc., and Municipal Arts Project Services Agreement with coLAB Studio, LLC, for the Tumbleweed Recreation Center Multi-Generational Facility Expansion

Move City Council award CMAR Construction Services Agreement No. PR2201.401, Guaranteed Maximum Price Proposal No. 1, to Chasse Building Team, Inc., for the Tumbleweed Recreation Center Multi-Generational Facility Expansion, in an amount not to exceed $11,585,136; and award the related municipal arts project services agreement to coLAB Studio, LLC, in an amount not to exceed $300,000; and authorize an appropriation transfer of $25,000 from the General Fund, Non-Departmental Contingency account, to the Municipal Arts Fund, Center for the Arts, Improvements account.

JOHN SEFTON, Community Services Director, presented the item. This action item is to approve the construction contract for the Tumbleweed Recreation Center and a service agreement with coLAB Studio for the public art component. The multi-generational facility expansion will add 11,000 square feet of multi-functional space, including three multi-purpose rooms, two patios, a fitness room, a game room, restrooms, a lobby, a reception area, and updated landscaping. TRC had nearly 200,000 users last year, with 40% active adults. Participants are mostly youth ages six to 15, but over 4,600 have participated in various programs. Visit chandleraz.gov/TRC for more information. The construction project includes Professional Services with our architect and a Construction Management Services agreement.

MAYOR HARTKE asked for a timeline for the TRC and an update on plans for the existing Senior Center and Community Center.

MR. SEFTON said the construction project will begin moving dirt in February of the new year and will take around a year to complete. They expect to finish it by late spring of 2025. The community center currently serves citizens with various activities, and they will continue to do so if space is available.

COUNCILMEMBER POSTON asked about the multigenerational approach of the senior center project, and asked if he would speak about the community's changing needs and demographics and ensure that programming will be integrated for both older and younger residents.

MR. SEFTON said the active and diverse community and the importance of recreational benefits. The Tumbleweed Recreation Center offers flexible space to build programs for various age groups, which include popular sports like pickleball. The center is also a multi-generational facility featuring activities such as quilting, computer use, and card games. The center's expansion will include a separate entrance for programs catering to older active adults, and the staff will be able to create unique and special events. The recent Christmas dinner held at the Senior Community Center exemplifies how the extra square footage will benefit the community.

COUNCILMEMBER POSTON asked if this was in response to what our residents wanted.

MR. SEFTON said during the 2017-2018 period that a needs assessment was conducted based on participant feedback and surveys. The purpose was to gather information on what the community wants and needs. This was done in response to the community's input.

VICE MAYOR ORLANDO said people with disabilities benefited from the Flex System and asked about the timeline for the second part of the project, which included a gymnasium.

MR. SEFTON said the gym expansion is popular and included in the CIP program. We will explore flexibility in funding for it.

4. Professional Services Agreement No. PR2201.271, with Barker Rinker Seacat Architecture, for the Tumbleweed Recreation Center Multi-Generational Facility Expansion Post-Design Services
   Move City Council award Professional Services Agreement No. PR2201.271 to Barker Rinker Seacat Architecture, for the Tumbleweed Recreation Center Multi-Generational Facility Expansion post-design services, in an amount not to exceed $356,535.

5. Professional Services Agreement No. PR2201.452, with Marc Taylor, Inc., for the Tumbleweed Recreation Center Multi-Generational Facility Expansion Construction Management Services
   Move City Council award Professional Services Agreement No. PR2201.452 to Marc Taylor, Inc., for the Tumbleweed Recreation Center Multi-Generational Facility Expansion Construction Management Services, in an amount not to exceed $1,453,055.

6. Agreement No. PW0-745-4183, Amendment No. 7, with M.R. Tanner Development and Construction, Inc., for Street Maintenance Repaving, Surface Seal, and Repair Services
   Move City Council approve Agreement No. PW0-745-4183, Amendment No. 7, with M.R. Tanner Development and Construction, Inc., for street maintenance repaving, surface seal, and repair services, increasing the spending limit by $151,534 for the Arrowhead Aquatic Center north parking lot; and approve the transfer of appropriation from the Community Services Department, Existing Community Park Improvements Program (6PR530), to the Public Works and Utilities Department, City-Owned Parking Lot Maintenance and Resurfacing Program (6ST777) in the amount of $151,534.

Development Services

7. Introduction and Tentative Adoption of Ordinance No. 5074, PLH23-0029 Alma Office Building Rezoning, 877 N. Alma School Road, More Generally Located South of the Southeast Corner of Alma School and Ray Roads
   Rezoning
   Move City Council introduce and tentatively adopt Ordinance No. 5074 approving PLH23-0029 Alma Office Building Rezoning, Rezoning from Single-Family Residential (SF-8.5) to

Planned Area Development (PAD) for administrative office and limited commercial uses, subject to the conditions as recommended by Planning and Zoning Commission.

8. PLT22-0023 Final Plat for Hazelwood, Located South of Chandler Heights Road and East of 124th Street
   Move City Council approve Final Plat, PLT22-0023, as recommended by staff.

9. Use Permit, PLH23-0045 Buon Padre Pizza, 1080 E Pecos Road, Suite #23, Located at the Northeast Corner of Pecos and McQueen Roads
   Move City Council approve Entertainment Use Permit, PLH23-0045 Buon Padre Pizza, to allow televisions, speakers, and live entertainment within an outdoor patio, subject to the conditions recommended by Planning and Zoning Commission.

Facilities and Fleet

10. Agreement No. PD2-055-4378, Amendment No. 2, and City of Phoenix Contract No. 159257-0, for Police Vehicle Upfitting Services
    Move City Council approve Agreement No. PD2-055-4378, Amendment No. 2, with American Emergency Products, Inc., MHQ of Arizona, and Pride Outfitting, LLC; and the utilization of the City of Phoenix Contract No. 159257-0, with Airwave Communication Enterprises, for Police and Fire Vehicle Upfitting, in a combined amount not to exceed $1,263,311.

11. Purchase of Access Controls and Security Equipment
    Move City Council approve the purchase of access controls and security equipment, from APL Access & Security, Inc., utilizing the State of Arizona Contract No. CTR056377, in an amount not to exceed $925,000.

12. Purchase of Generator Maintenance
    Move City Council approve Agreement No. PW3-936-4544, Amendment No. 1, with Valleywide Generator Service, LLC, and the utilization of the City of Mesa Contract No. 2019003, with W.W. Williams Company, Inc., for the purchase of generator maintenance services, in a combined amount not to exceed $450,000.

Information Technology

13. Agreement No. 4698 for Microsoft Information Technology Consulting Services
    Move City Council approve Agreement No. 4698, within Invoke, LLC, for Microsoft information technology consulting services, for a period of one year, beginning November 15, 2023, through November 14, 2024, in an amount not to exceed $570,000.

14. Agreement No. 4577, with N. Harris Computer Corporation, for Implementation of Infinity CIS Version 5

Move City Council approve Agreement No. 4577, with N. Harris Computer Corporation, for implementation of Infinity CIS Version 5, in an amount not to exceed $2,228,100, with a support and maintenance term of five years, with the option of up to four one-year extensions, and approve contingency transfers from the Water Operating Fund of $435,610, the Wastewater Operating Fund of $326,634, and the Solid Waste Operating Fund of $217,756, for a total of $980,000, to the IT Projects Capital Cost Center (1285), Utility Billing Replatform Program (6IC112).

Management Services

15. Resolution No. 5756 Approving a Modification to and Renewal of the Intergovernmental Agreement Between the City of Chandler and the State of Arizona Department of Revenue for the Administration, Collection, Audit, and Licensing of Transaction Privilege Taxes, Use Taxes, Jet Fuel Excise and Use Taxes, and Rental Occupancy Taxes Imposed by Chandler
    Move the City Council approve Resolution No. 5756 approving a modification to and renewal of the Intergovernmental Agreement between the City of Chandler and the State of Arizona Department of Revenue for the administration, collection, audit, and licensing of Transaction Privilege Taxes, use taxes, jet fuel excise and use taxes, and rental occupancy taxes imposed by Chandler.

16. Purchase of Maintenance, Repair, and Operational (MRO) Supplies
    Move to approve the utilization of the Omnia Partners Contract No. 192163, with Grainger, Inc., for the purchase of maintenance, repair, and operational (MRO) supplies, for the term of January 1, 2024, through December 31, 2024, in an amount not to exceed $300,000.

Neighborhood Resources

17. Resolution No. 5758 approving an Intergovernmental Agreement between Maricopa County, Administered by its Human Services Department, and the City of Chandler to Accept Community Services Block Grant Funds
    Move City Council pass and adopt Resolution No. 5758 approving an intergovernmental agreement between Maricopa County, administered by its Human Services Department, and the City of Chandler to accept Community Services Block Grant funds in the amount of $125,000; authorizing the City Manager to assign 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 grant.

18. Resolution No. 5761, Approving Amendment No. 1 to Intergovernmental Agreement C-22-23-079-X-00 between Maricopa County and the City of Chandler
    Move City Council pass and adopt Resolution No. 5761 approving amendment No. 1 to intergovernmental agreement C-22-23-079-X-00 between Maricopa County, administered by its Human Services Department, and the City of Chandler for heat relief services to extend the term to December 31, 2024; 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 agreement.

RIANN BALCH, Community Resources Senior Manager, presented the following presentation.

- Heat Relief Summer 2023
- Overview
    - The City of Chandler has supported heat relief services for persons experiencing homelessness for many years utilizing various funds sources.
    - In FY 23-24, Maricopa County made ARPA funds available to support services in three areas of the county
    - The cities of Chandler and Mesa partnered to provide comprehensive, coordinated services in the East Valley.
    - The City of Chandler procured services and administered the grant.
    - $409,996 expended.
- Heat Relief Services
- Each City had the following services:
    - 1 day respite center
    - 10 cooling stations
    - Shower and laundry services
    - Mobile heat relief services
- Chandler Heat Relief Services FY 23/24
    - Chandler operated June – September
    - 567 unduplicated Chandler residents served
    - 8,619 hours of day respite center services
    - 10,232 water bottles distributed
    - 13,484 meals and snacks
    - 609 showers
    - 220 laundry services
- Next Steps
    - This amendment extends the contract through December 31, 2024, to provide time to plan for next season.
    - A new scope of work and budget will be developed for summer 2024. The amendment will come back to City Council for approval.
    - Chandler and Mesa will operate independently in FY 24/25.

COUNCILMEMBER ENCINAS asked if the $409,996 was solely used in Chandler or split between the two cities.

MS. BALCH said the funds were split between the two cities, and we have $600k to spend this year across both cities. We plan to begin in May of next year for an earlier start. This year, we were delayed until June due to late funding. However, the amendment ensures an early start for the project next year.

COUNCILMEMBER ENCINAS asked about upcoming services and mentioned the impact of excessive heat days on pedestrians in downtown Chandler.

MS. BALCH said they would like to offer 7-day week services next summer, regardless of excessive heat. They were unable to offer this last summer. Additionally, they are looking to expand their services to a location outside of downtown, as other areas in the city need their services.

COUNCILMEMBER ENCINAS asked if the services were provided within our neighborhood resources or if they collaborated with nonprofits and other organizations.

MS. BALCH said collaboration with various agencies is an integral part of their operations, and the current contract is just a segment of it. Besides their efforts, numerous non-profit organizations in the local community are providing relief to people by offering them a cool place to stay, water, and meals. They support these agencies and provide them with heat relief bags that contain toiletries, sunscreen, hats, and other necessary items. They have many collaborations, but they look forward to involving more agencies to serve during the daytime hours.

COUNCILMEMBER ENCINAS asked if the funds for heat relief could also be used during the wintertime in December, as it can get cold during that season.

MS. BALCH said we have not seen these funds being used for that.

COUNCILMEMBER ELLIS asked about the number of people helped by the Navigators program and how many were removed from homelessness. The program involved assessing needs and providing relief to 567 individuals.

MS. BALCH said they work with the Salvation Army daily, and their Navigators assist at the day respite center. She does not have the exact number of people they have helped move but can retrieve the data later.

COUNCILMEMBER ELLIS asked if the funds would allow some of our staff to sit down and participate in the summer planning sessions.

MS. BALCH said we are working together year-round, but funds are only available for the summer. We have started discussing with a larger group to enhance the services for the future and extend them beyond the summer season. The heat starts before May and lasts through October.

COUNCILMEMBER ELLIS said that everyone involved in the program is currently volunteering and not receiving compensation for their work towards making the plans.

MS. BALCH said yes, it is part of our duty in our work. These are the kinds of efforts we want to ensure that we know the city is also doing its part.

COUNCILMEMBER ELLIS said that the city is actively involved in addressing homelessness. Chandler showcased its efforts and progress during a previous presentation, generating a lot of interest and positive feedback.

COUNCILMEMBER ENCINAS asked if there was a way to collaborate with schools to provide heat relief for students walking home.

MS. BALCH said they received a grant this year for the homeless. They will use ARPA funds, which meet federal requirements. They will work year-round and plan to expand beyond the homeless.

Police Department

19. Resolution No.5759 Authorizing Intergovernmental Agreements with the Chandler Unified School District No. 80, Kyrene Elementary School District No. 28, and Mesa Unified School District No. 4 for the Assignment of School Resource Officers to Schools Located Within the Chandler City Limits

    Move City Council pass and adopt Resolution No. 5759 authorizing Intergovernmental Agreements (IGAs) with the Chandler Unified School District No. 80, Kyrene Elementary School District No. 28, and Mesa Unified School District No. 4 for the assignment of School Resource Officers to schools located within the Chandler City limits; authorizing the Mayor to sign the agreements; and authorizing the Chief of Police to administer, execute, and submit all documents and other necessary instruments in connection with said program.

MELISSA DEANDA, Police Chief, gave a briefing on the item. This resolution permits school resource officers in public schools in Chandler. The officers currently serve three school districts, Chandler Unified School District (nine schools), Kyrene School District (two schools), and Mesa Unified School District (one school), making a total of 12 school resource officers in Chandler. The officers are deployed in the city's four high schools and eight middle schools. The school resource officers play a significant role on campus, fostering positive relationships with students, staff, and parents, providing education on social media bullying, drug awareness, and other topics, and ensuring the physical safety of students and staff. They also act as mentors to the students. The presence of officers on campus provides relief to the students, staff, and parents. Late last year, the city implemented the "absent employee relief" program, which deploys another officer to fill in for an officer who is absent due to sickness or pre-planned vacation. This program ensures that the presence of officers on campus is not affected. The IGA is valid for three years, enabling the city to continue providing services to the three school districts.

VICE MAYOR ORLANDO asked about the progress of the three civilian school resource officers working with the elementary schools.

CHIEF DEANDA said their project is progressing well. Last year, they received one-time funds around July, which allowed them to partner with the Chandler Unified School District to create a program. The program aims to have two to three school education and engagement specialists in place. They will work up to 19 hours a week but not more than 40 hours between them. The specialists will provide educational law enforcement material to sixth-grade students. The department has already started interviews and has identified two potential applicants undergoing a background check. They are still working with the Chandler Unified School District to finalize the program and plan to have the specialists in place around mid-March to the end of March this year.

VICE MAYOR ORLANDO inquired about how they will be there.

CHIEF DEANDA said they would be there for 19 hours a week for each person but no more than 40 hours a week between the two or three we end up hiring.

VICE MAYOR ORLANDO requested updates on the program, which consists of former police officers.

CHIEF DEANDA stated that being a former law enforcement officer would be a requirement.

VICE MAYOR ORLANDO expressed that the innovative program is something they are looking forward to. Whenever he talks to school officials or other city council members from different cities, they express their excitement to see how this program works out. It could serve as a gap filler for us in both the short- and long-term scenarios.

CHIEF DEANDA said other agencies are observing and evaluating our pilot program's success. When an officer is present on campus to provide education and physical security, it will greatly impact.

MAYOR HARTKE expressed his appreciation by giving a shout out to former councilmember Terry Roe. This was near and dear to his heart during his eight years on the council. Mayor Hartke was pleased to see that his efforts are now coming to fruition.

COUNCILMEMBER POSTON confirmed that these officers cover all middle and high schools within city limits.

CHIEF DEANDA confirmed that it covers the city's eight middle and four high schools.

COUNCILMEMBER POSTON mentioned that it also covers multiple school districts.

CHIEF DEANDA stated that we cover all public schools in the three districts previously mentioned.

COUNCILMEMBER POSTON asked if these positions are filled or if officers are in place today.

CHIEF DEANDA confirmed that all schools have officers assigned today. All eight junior high and four high schools are fully staffed. The department has also coordinated officer training and vacation schedules with school breaks to minimize vacancies or time away from their assigned schools.

COUNCILMEMBER HARRIS mentioned the City of Chandler is paying 50% and CUSD is paying 50%.

CHIEF DEANDA explained that the grant works by the state allotting a specific amount of money to each school for grant funding. If there is a gap that needs to be filled, such as having an officer on campus after state funding has been exhausted, the cost would be split equally between the Chandler Police Department and the school.

COUNCILMEMBER HARRIS inquired do you think the state will cover most of it.

CHIEF DEANDA said yes

Public Works and Utilities

20. Introduction and Tentative Adoption of Ordinance No. 5073 Granting a Non-Exclusive Utility Easement to Arizona Public Service Company
    Move City Council introduce and tentatively adopt Ordinance No. 5073 granting a non-exclusive utility easement to Arizona Public Service Company, at no cost, to accommodate the Wall Street Improvement Project (Frye Road to Chicago Street).

21. Resolution No. 5719 Authorizing the Acquisition of Real Property Rights Required for the Wall Street Improvement Project (Frye Road to Chicago Street)
    Move City Council pass and adopt Resolution No. 5719 authorizing the acquisition of real property rights required for the Wall Street Improvement Project (Project No. CA2202), from Frye Road to Chicago Street; authorizing the city's Real Estate Administrator to sign the purchase agreements, authorizations to access property, and any other documents necessary to facilitate these acquisitions and access to the properties; authorizing eminent domain proceedings, as needed, to acquire said real property and obtain immediate possession thereof; and authorizing relocation assistance as may be required by law.

VICE MAYOR ORLANDO discussed with the City Attorney and City Manager regarding a current issue that may be related to some legacy issues. During the discussion, Vice Mayor stressed that eminent domain is a powerful tool for property owners. The resolution being discussed authorizes imminent domain proceedings. The language needs to be either removed or modified. Instead of saying that the city will take their property, the language should suggest that "eminent domain may be necessary. Vice Mayor Orlando also suggested putting a procedure in place to handle such situations, so they do not become a major issue discussed at the council meeting.

KELLY SCHWAB, City Attorney, stated that they are addressing the issue and will present a solution in writing to the Mayor and Council. They are aware of Vice Mayor Orlando's concerns and will return to the appropriate forum before taking any legal action.

VICE MAYOR ORLANDO expressed concern about the timing of litigation. He mentioned that there were executive sessions where staff presented one set of information in the past, while the council had a different understanding. This led to confusion and sometimes resulted in litigation. Therefore, he suggested that the council be fully informed beforehand to avoid litigation. Vice Mayor Orlando emphasized that the council should have the first chance to discuss any potential eminent domain procedures.

MS. SCHWAB reminded us that in most eminent domain cases, the project is already in progress, and there are often time restrictions on funding. However, an appropriate forum can still address the Vice Mayor's concerns.

VICE MAYOR ORLANDO expressed concerns about the lack of action to address certain issues, highlighting the need for proactive measures to avoid lawsuits. He emphasized timely communication and the importance of staff authority while supporting communication efforts. Vice Mayor Orlando believes the council should focus on vision and policy, leaving the negotiation of specific items to staff.

MAYOR HARTKE supports communication but does not want to remove staff's perceived authority. He believes in the staff's role in providing vision and policy and is concerned about timeliness and giving staff the authority to do their job. He supports communication but wants to ensure the staff has the power to do what is expected of them.

COUNCILMEMBER ELLIS emphasized the importance of having necessary resources available when needed. Keeping the option open as needed can broaden our scope and increase our ability to resolve any issue effectively and efficiently.

MAYOR HARTKE is uncertain about the possibility of addressing the matter before Thursday. However, we should find ways to address the council's concerns while being efficient and up-to-date.

VICE MAYOR ORLANDO expressed concerns about the Council's authority in making decisions related to eminent domain. He believes it should be the Council's responsibility, not the staff. He wants an upfront and transparent process before taking drastic measures, such as taking someone's property or undervaluing it.

COUNCILMEMBER HARRIS expressed concerns about using imminent domain to acquire properties during a meeting. He disagreed with its use and pointed out that the language in the policy was too vague. He suggested a more detailed policy that the Council would discuss and

agree upon before implementation. Harris concluded by emphasizing that imminent domain should only be used as a last resort when the community agrees it is necessary.

MAYOR HARTKE said he would like to see what can be done regarding a particular matter. If a solution cannot be voted on or passed by Thursday, the decision can be delayed. Although he does not wish to delay projects, he is putting the responsibility on the city manager and city attorney. The mayor would like to see what solutions they can develop and discuss further on Thursday.

JOSHUA WRIGHT, City Manager, acknowledged the concerns raised by the public regarding the use of eminent domain. He assured them that the city would work to develop a language that meets their needs before Thursday's meeting. However, he clarified that the use of eminent domain is exceedingly rare for the City of Chandler. It is always the last resort for any project and is only considered in extreme circumstances. He emphasized that using it is a natural disincentive as it takes more time and costs more money. The city will try to make a policy or codify what they already know to be the practice of the staff and bring it to the meeting.

COUNCILMEMBER HARRIS mentioned that the City Manager plans to provide an update on the issue by Thursday. However, Councilmember Harris expressed concern about the short time between Monday and Thursday to review the update. Councilmember Harris requested to table the issue later to allow more time to review the update. Councilmember Harris suggested putting a motion to table the issue.

MAYOR HARTKE asked about the project timeline.

MR. WRIGHT mentioned that he would have to check the importance of the timeline for the upcoming construction project, which is scheduled to begin around May 1st of next year. We would need some time to acquire around 14 properties, which could be little strips or easements of land. He would provide more information on this matter. However, he needed to check how this would affect the project's overall timeline. If they cannot prepare a document that satisfies the council's requirements before Thursday, they would inform the Council and withdraw it if necessary.

COUNCILMEMBER HARRIS asked how they would be contacted. He needed more time to understand it, even if we schedule a special session.

MAYOR HARTKE mentioned if it seems too complex, we can postpone it. However, let us proceed and see where it takes us now. He was not suggesting that they could not delay it if needed, but if they could achieve the goal they should try.

COUNCILMEMBER STEWART said they are working to resolve utility issues by placing them underground in 14 parcels. Compensation will be provided to the residents of those parcels. If

one parcel refuses, the entire project could be delayed, and the neighborhood could suffer. Vice Mayor Orlando suggested trying to talk to the residents if there are issues. Councilmember Stewart asked if the ordinance applies only to this project or globally.

MR. WRIGHT mentioned that the item on the agenda is solely for this project. However, we can discuss a broader plan that encompasses this project as well as other future projects. We will incorporate the language agreed upon during this discussion into those projects when appropriate.

COUNCILMEMBER STEWART said while there is a timeline to adhere to complete the project requested by a local business owner, we should not delay unnecessarily. As Vice Mayor Orlando pointed out, we must follow due process and not take people's property without the required documentation. However, we should also find a way to move forward without causing any unnecessary delays. If we can strike a balance, we can achieve a win-win situation and ensure the safety of the residents in the area.

22. Job Order Project Agreement No. ST2017.403, with Sunland Asphalt & Construction, Inc., Pursuant to Job Order Master Agreement No. JOC1909.401, for Quiet Zone Improvements
Move City Council award Job Order Project Agreement No. ST2017.403, to Sunland Asphalt & Construction, Inc., Pursuant to Job Order Master Agreement No. JOC1909.401, for Quiet Zone Improvements, in an amount not to exceed $237,410.40.

WARREN WHITE, Engineering (PE) Senior Manager, gave a briefing discussing quiet zones and their definition. A quiet zone is an area of railroad track where train horns are not required for crossings, except in some situations like maintenance or construction within 25 feet of the tracks. To meet the requirements for a quiet zone, the Federal Railroad Administration has stringent safety regulations, including proper signage, pavement markings, and gate arms. The project at hand is to improve the signage and pavement markings at the Union Pacific railroad crossings from Elliott Road South to Germain and at the Railroad and Chandler Boulevard Crossings east of 56th Street. The staff has worked closely with the Federal Railroad Administration to redesignate both East and West quiet zones, setting the city up for future success. The council has approved a new capital improvement program to maintain and expand the quiet zones south of Germain down to the city's southern border.

VICE MAYOR ORLANDO stated that this only applies to a portion of the city. He asked about the thoughts on that time frame for the final piece of the City in south Chandler.

MR. WHITE said as soon as they have completed this project staff plans to move forward with looking at continuing the quiet zone improvements south of Germann all the way down to Hunt Highway and Appleby and other Crossings

Vice Mayor Orlando asked about the timeline for the first project.

MR. WHITE stated that the improvements for this project will be completed in the spring of this year. The construction is expected to begin as early as January. Both the east and west quiet zones will be redesigned, and the train horn noise will stop.

VICE MAYOR ORLANDO said we are looking at about four to five months to approve the contracts. Hopefully, South Chandler will have similar time frames.

MR. WHITE said yes.

VICE MAYOR ORLANDO said then we are done with quiet zones.

MR. WHITE stated that quiet zones are here to stay, and every two to three years, efforts will be made to ensure they meet federal requirements.

VICE MAYOR ORLANDO said at least the initial groundwork will be done for the first phase.

COUNCILMEMBER POSTON expressed concern about a resident who was in a quiet zone but suddenly found themselves outside of it. Councilmember Poston questioned whether the parameters had changed and whether the federal government would approve the changes to avoid any future issues.

MR. WHITE stated that we have learned through this process that federal requirements are subject to change. However, with the new designation that we have established, we can maintain continuity in a better way. We will have to ensure that we do this by reviewing every intersection every two to three years to make sure the signage is in place and the markings are complete. We also need to work with the Federal Railroad Administration.

COUNCILMEMBER STEWART asked if there are any obstacles in expediting the process, and if there is anything we can do to help with the elected body that regulates the railroad and rules for our city.

MR. WHITE said that they have a process in place to redesignate the crossings, but there are instances where they need to work better with external entities who do work without communicating with them properly. He suggested discussing this in the future.

MR. WRIGHT wanted to add to Mr. White's comment and commend the Council for implementing a long-term capital program that did not exist before this fiscal year. They had a pre-established quiet zone, but there was no funding to maintain it continue reinvesting in its expansion or address any other issues that may arise. This is the first time the Council has supported such a program, and Mr. Wright wanted to thank them for it. Several Councilmembers have asked for this program, and it will enable them to go back every few years and ensure that they are

reinvesting in those quiet zones and not end up in a similar situation again. Mr. Wright believes that this is one of the most effective things the Council has been able to do, and he really appreciates it.

COUNCILMEMBER HARRIS said he is glad there is funding to address the noise issue. However, they want to ensure that the funding covers the area near their house.

23. Professional Services Agreement No. WA2401.451, with Hazen and Sawyer, P.C., for the Pecos Surface Water Treatment Plant Filter Improvements Phase 2 Construction Management Services
    Move City Council award Professional Services Agreement No. WA2401.451, to Hazen and Sawyer, P.C., for the Pecos Surface Water Treatment Plant Filter Improvements Phase 2 Construction Management Services, in an amount not to exceed $189,290.

24. Job Order Project Agreement No. WA2401.402, with PCL Construction, Inc., Pursuant to Job Order Master Agreement No. JOC1915.401, for the Pecos Surface Water Treatment Plant Filter Improvements Phase 2
    Move City Council award Job Order Project Agreement No. WA2401.402, to PCL Construction, Inc., Pursuant to Job Order Master Agreement No. JOC1915.401, for the Pecos Surface Water Treatment Plant Filter Improvements Phase 2, in an amount not to exceed $761,888.80.

25. Agreement No. PW2-988-4407, Amendment No. 2, with Artistic Land Management, Inc., for Public Works Landscape Services
    Move City Council approve Agreement No. PW2-988-4407, Amendment No. 2, with Artistic Land Management, Inc., for Public Works landscape services, in an amount not to exceed $1,152,000, for a one-year term, January 1, 2024, through December 31, 2024.

26. Construction Manager at Risk Construction Services Agreement No. WW2206.401, Guaranteed Maximum Price (GMP) Proposal No. 2, with PCL Construction, Inc., for the Reclaimed Water Conveyance Improvements
    Move City Council award CMAR Construction Services Agreement No. WW2206.401, GMP No. 2, to PCL Construction, Inc., for the Reclaimed Water Conveyance Improvements, in the amount of $10,967,208.

27. Professional Services Agreement No. WW2206.451, Amendment No. 1, with Wilson Engineers, LLC, for the Reclaimed Water Conveyance Improvements
    Move City Council award Professional Services Agreement No. WW2206.451, Amendment No. 1, to Wilson Engineers, LLC, for the Reclaimed Water Conveyance Improvements Construction Management Services, in the amount of $1,316,320.

28. Professional Services Agreement No. WW2106.271, with Brown and Caldwell, Inc., for the Sewer Lift Station Rehabilitation Post-Design Services
Move City Council award Professional Services Agreement No. WW2106.271 to Brown and Caldwell, Inc., for the Sewer Lift Station Rehabilitation Post-Design Services, in an amount not to exceed $179,814.

29. Professional Services Agreement No. WW2106.451, Amendment No. 4, with Entellus, Inc., for the Sewer Lift Station Rehabilitation Construction Management Services
Move City Council award Professional Services Agreement No. WW2106.451, Amendment No. 4, to Entellus, Inc., for the Sewer Lift Station Rehabilitation Construction Management Services, in the amount of $1,058,243.84.

30. Construction Manager at Risk Construction Services Agreement No. WW2106.401, with MGC Contractors, Inc., for the Sewer Lift Station Rehabilitation
Move City Council award CMAR Construction Services Agreement No. WW2106.401, to MGC Contractors, Inc., for the Sewer Lift Station Rehabilitation, in an amount not to exceed $9,280,107.02.

31. Construction Manager at Risk (CMAR) Construction Services Agreement No. WW2106.402, with MGC Contractors, Inc., for the Manganaro Lift Station Electrical Improvements
Move City Council award CMAR Construction Services Agreement No. WW2106.402, to MGC Contractors, Inc., for the Manganaro Lift Station Electrical Improvements, in an amount not to exceed $2,707,998.57.

32. Construction Manager at Risk Construction Services Agreement No. WA2105.401, with PCL Construction, Inc., for the Water Facilities Optimization Improvements – Hunt Highway Water Production Facility Rehabilitation
Move City Council award CMAR Construction Services Agreement No. WA2105.401, to PCL Construction, Inc., for the Water Facilities Optimization Improvements – Hunt Highway Water Production Facility Rehabilitation, in an amount not to exceed $3,317,089.

33. Professional Services Agreement No. WA2105.451, with Water Works Engineers, LLC, for the Water Facilities Optimization Improvements – Hunt Highway Water Production Rehabilitation Construction Management Services
Move City Council award Professional Services Agreement No. WA2105.451, to Water Works Engineers, LLC, for the Water Facilities Optimization Improvements – Hunt Highway Water Production Facility Rehabilitation Construction Management Services, in an amount not to exceed $127,130.

Public Hearing

34. Public Hearing on Land Use Assumption and Infrastructure Improvement Plan Updates
    1. Open Public Hearing
    2. Staff Presentation
    3. Council Discussion
    4. Discussion from the Audience
    5. Close Public Hearing

Informational

35. September 20, 2023, Planning and Zoning Commission Meeting Minutes

36. October 18, 2023, Planning and Zoning Commission Meeting Minutes

37. Contracts and Agreements Administratively Approved, Month of November 2023

Adjourn

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

ATTEST: _____ _____
City Clerk Mayor

Approval Date of Minutes: January 11, 2024

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Study Session of the City Council of Chandler, Arizona, held on the 4th day of December 2023. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of January, 2024.

_____
City Clerk

Meeting Minutes
City Council Work Session

December 7, 2023 | 5:00 p.m.
Council Chambers Conference Room
88 E. Chicago St., Chandler, AZ

Call to Order

The meeting was called to order by Mayor Kevin Hartke at 5:00 p.m.

Roll Call

Council Attendance

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

Appointee Attendance

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

*Councilmember Harris and Councilmember Ellis attended telephonically.

Staff in Attendance

Andy Bass, Deputy City Manager
Dawn Lang, Deputy City Manager / CFO
Raslyn Sleet, Grants Program Manager
Ryan Peters, Strategic Initiatives Director
Alexis Apodaca, Mayor & Council Public Affairs Senior Manager
Tawn Kao, Assistant City Attorney
Matt Burdick, Communications & Public Affairs Director

Others in Attendance

Dana Paschke, PolicyAZ

Discussion

1. Presentation and Discussion of the City's Legislative Agenda to Provide Guidance for Advocacy Activities at the State Legislature during the 2024 Legislative Session

MAYOR HARTKE called for a staff presentation.

JOSHUA WRIGHT, City Manager, introduced the discussion item.

RYAN PETERS, Strategic Initiatives Director, presented the following presentation.

- 2024 State Legislative Agenda
- 2024 Session Overview
    - Opening Day
    - Themes
    - Ongoing Information

MAYOR HARTKE asked if there was any anticipation for controversial items that legislators would hesitate to bring up.

MR. PETERS mentioned the redevelopment and housing proposals are generating interest.

COUNCILMEMBER STEWART asked what the situation with the president and speaker is.

MR. PETERS said the president will remain the same next year but there are different options for speaker.

MR. PETERS continued the presentation.

- Legislative Principles
    - Protect Local Authority
    - Preserve Local Revenues

COUNCILMEMBER STEWART said that the perception of all cities being flush with cash is incorrect.

MR. PETERS said Chandler is doing well but it is an incorrect perception. It has been a good revenue decade.

MR. PETERS continued the presentation.

- Fiscal Sustainability
    - Support retention of State-Shared Revenue at current levels and backfill of previous state revenue cuts
    - Protect local authority to determine appropriate revenue sources
    - Encourage Legislature to evaluate impact of unfunded mandates
- Fiscal Sustainability
    - Residential rental tax preemption was signed by the Governor, effective January 2025
    - Food tax preemption and State Shared Revenue cuts continue to be a threat as the legislature faces a projected $400M budget shortfall

- Chandler has maintained a low cost of living and weathered challenging economic times thanks to a diverse tax base

VICE MAYOR ORLANDO asked what the next step would be to address the funding at risk.

MR. PETERS said we have protection against revenue increases in the form of requiring a 3/4 majority. The state budget deficit is threatening to competing sources.

VICE MAYOR ORLANDO asked if the state-shared revenues number of $144.8M is state-wide.

MR. PETERS said that number is Chandler specifically.

COUNCILMEMBER STEWART shared concern with this effecting our bond rating, meaning we may have to pay more for the bonds.

MS. LANG said our long history of managing financial bonds is in our history with the rating agencies. That could slow down our capital plan, but we would continue working on them as voters had approved these projects.

COUNCILMEMBER STEWART asked if this puts in jeopardy what we pay for interest for our bonds.

MS. LANG replied that it does not, we had an excellent story to tell, and our bond acquisition went well for us. We are locked in at 2.68% interest rate which is great comparatively and came in under our projection. We are positioned well.

MAYOR HARTKE said we are well prepared with planned funding that can step in if we meet a deficit.

MS. LANG said we have a proven track record over time.

VICE MAYOR ORLANDO asked if this would affect our ongoing activities.

MS. LANG said our capital project may be impacted. Revenue stream is needed to pay the ongoing. We would continue to work on these projects.

MAYOR HARTKE said we have put extra one-time dollars into streets and other projects, we would likely not be able to make these one-time commitments.

MR. PETERS mentioned the food tax was another point of interest. One thing in our favor is that as rural Arizona relies on this tax, Chandler and urban cities work together for a team effort to communicate with legislators.

MAYOR HARTKE said that other smaller cities are more impacted by these cuts.

COUNCILMEMBER POSTON asked about the potential timeline of implementation.

MR. PETERS said it is unknown about the potential timeline of implementation depending on the situation.

COUNCILMEMBER HARRIS asked about the effects of the 2% flat tax.

MR. PETERS said that the 2% is the income tax, currently 18% of current income collections go to cities to be distributed on a per population basis. They wanted to grow the share.

MR. PETERS continued the presentation.

- Transportation
    - Support regionally coordinated transportation planning
    - Oppose efforts that limit local control in the transportation decision-making process

COUNCILMEMBER STEWART asked what the reaction to the proposition is.

MR. PETERS said it is polling very well.

COUNCILMEMBER STEWART said there is a lot of funding for roads.

MR. PETERS said there is transit resources, with prohibited light rail funding. The resources can be spread elsewhere.

MAYOR HARTKE said cities with light rail will look at other sources of funding, this will maintain current state of transportation.

MR. PETERS continued the presentation.

- Economic Development
    - Support efforts that enhance Chandler's economic competitiveness
    - Support diversification of economic development tools
    - Protect local authority on development projects

MAYOR HARTKE mentioned two of the items on the agenda tonight are related to this subject - Intel Chandler wastewater projects.

MR. PETERS continued the presentation.

- Redevelopment Proposal
    - Municipalities are looking for additional tools to address underperforming retail corners while providing additional housing

    - Chandler is providing a practical solution that allows cities and towns to authorize a temporary property reclassification so these redevelopment projects can pencil out

COUNCILMEMBER STEWART commented that this is a great program. Conversations should start up around this subject.

MAYOR HARTKE said that is going through the Arizona League of Cities and Towns as a lobbying point this year.

COUNCILMEMBER STEWART said it is responsible development.

MR. PETERS said we are building a coalition of support for this item and working to have grounded conversations with legislators.

COUNCILMEMBER STEWART said gaining support from all sources is valuable.

MR. PETERS continued the presentation.

- Neighborhoods
    - Support policies that strengthen the quality of life in Chandler's neighborhoods
    - Protect rights of citizens to actively engage in public policy

COUNCILMEMBER ELLIS asked for an update on a new policy to address licenses for sober living facilities and providers.

MR. PETERS said the Governor's Office is working on this, Department of Health Services is the regulatory body but is not able to regulate non-licensed businesses. Changes like inspections and other positive practices will lead to a better program.

COUNCILMEMBER ELLIS said that is needs to start from the beginning to address this issue.

COUNCILMEMBER POSTON asked to rephrase protecting rights of citizens to actively engage in public policy.

MR. PETERS said that is about voter engagement.

MR. PETERS continued the presentation.

- Public Safety
    - Preserve and enhance the ability of local governments to strategically plan for and respond to emergencies
- Land Use Planning
    - Protect local authority in land use planning
    - Support efforts that promote orderly growth

    - Oppose efforts that impede growth management

COUNCILMEMBER STEWART commented that there is a housing crisis not a shortage. We need to change the narrative of how this is addressed, we can share our perspective of how we accomplished a great city through local planning.

VICE MAYOR ORLANDO added that this goes back to citizens' approval of our plans, voters' input is disrupted with the change of local control.

MR. PETERS said that is part of the story we tell; we share our data and get the message out that we are doing what is right.

MAYOR HARTKE said that we are dedicated to move at the speed of business.

COUNCILMEMBER STEWART said that if there is a way we can speed things up further, we should entertain that as a council.

MR. PETERS said the League is dedicated to giving us options and speeding up the process. We are creating new solutions with the redevelopment ideas and others.

- Water and Environmental Resources
    - Support the wise use of natural resources
    - Protect the City's investment in safe and reliable water resources and wastewater services
- Thank You

VICE MAYOR ORLANDO commented that the assured water supply is under discussion. In the next couple months this will come up.

COUNCILMEMBER STEWART said that the story is that these are investments that our taxpayers have made.

VICE MAYOR ORLANDO added that we need to engage the stakeholders more on this issue.

COUNCILMEMBER ELLIS asked what subjects will be important to stress with legislators.

MR. PETERS said it is a challenge to share Chandler's message. Constant communication is key. We stick to the facts in our advocacy efforts.

MAYOR HARTKE said our community advocates provide essential input.

Adjourn

The meeting was adjourned at 5:55 p.m.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: January 11, 2024

Certification

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

DATED this _____ day of January, 2024.

_____

City Clerk

Meeting Minutes
City Council Regular Meeting

December 7, 2023 | 6:00 p.m.
Chandler City Council Chambers
88 E. Chicago St., Chandler, AZ

Call to Order
The meeting was called to order by Mayor Kevin Hartke at 6:02 p.m.

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

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

*Councilmember Harris and Councilmember Ellis attended telephonically.

Invocation
The invocation was given by Rev. Sarah Oglesby-Dunegan, Valley Unitarian Universalist Congregation.

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

Consent Agenda and Discussion
City Clerk
1. Board and Commission Appointments
   Move City Council approve the Board and Commission appointments as recommended.

Community Services

2. Purchase of Bucket Truck

   Move City Council approve the utilization of Sourcewell Contract No.110421-TER, for the purchase of a bucket truck, from Custom Truck One Source, in the amount of $173,812.32.

3. Construction Manager at Risk (CMAR) Construction Services Agreement No. PR2201.401 with Chasse Building Team, Inc., and Municipal Arts Project Services Agreement with coLAB Studio, LLC, for the Tumbleweed Recreation Center Multi-Generational Facility Expansion

   Move City Council award CMAR Construction Services Agreement No. PR2201.401, Guaranteed Maximum Price Proposal No. 1, to Chasse Building Team, Inc., for the Tumbleweed Recreation Center Multi-Generational Facility Expansion, in an amount not to exceed $11,585,136; and award the related municipal arts project services agreement to coLAB Studio, LLC, in an amount not to exceed $300,000; and authorize an appropriation transfer of $25,000 from the General Fund, Non-Departmental Contingency account, to the Municipal Arts Fund, Center for the Arts, Improvements account.

4. Professional Services Agreement No. PR2201.271, with Barker Rinker Seacat Architecture, for the Tumbleweed Recreation Center Multi-Generational Facility Expansion Post-Design Services

   Move City Council award Professional Services Agreement No. PR2201.271 to Barker Rinker Seacat Architecture, for the Tumbleweed Recreation Center Multi-Generational Facility Expansion post-design services, in an amount not to exceed $356,535.

5. Professional Services Agreement No. PR2201.452, with Marc Taylor, Inc., for the Tumbleweed Recreation Center Multi-Generational Facility Expansion Construction Management Services

   Move City Council award Professional Services Agreement No. PR2201.452 to Marc Taylor, Inc., for the Tumbleweed Recreation Center Multi-Generational Facility Expansion Construction Management Services, in an amount not to exceed $1,453,055.

6. Agreement No. PW0-745-4183, Amendment No. 7, with M.R. Tanner Development and Construction, Inc., for Street Maintenance Repaving, Surface Seal, and Repair Services

   Move City Council approve Agreement No. PW0-745-4183, Amendment No. 7, with M.R. Tanner Development and Construction, Inc., for street maintenance repaving, surface seal, and repair services, increasing the spending limit by $151,534 for the Arrowhead Aquatic Center north parking lot; and approve the transfer of appropriation from the Community Services Department, Existing Community Park Improvements Program (6PR530), to the Public Works and Utilities Department, City-Owned Parking Lot Maintenance and Resurfacing Program (6ST777) in the amount of $151,534.

Development Services

7. Introduction and Tentative Adoption of Ordinance No. 5074, PLH23-0029 Alma Office Building Rezoning, 877 N. Alma School Road, More Generally Located South of the Southeast Corner of Alma School and Ray Roads
   Rezoning
   Move City Council introduce and tentatively adopt Ordinance No. 5074 approving PLH23-0029 Alma Office Building Rezoning, Rezoning from Single-Family Residential (SF-8.5) to Planned Area Development (PAD) for administrative office and limited commercial uses, subject to the conditions as recommended by Planning and Zoning Commission.

8. PLT22-0023 Final Plat for Hazelwood, Located South of Chandler Heights Road and East of 124th Street
   Move City Council approve Final Plat, PLT22-0023, as recommended by staff.

9. Use Permit, PLH23-0045 Buon Padre Pizza, 1080 E Pecos Road, Suite #23, Located at the Northeast Corner of Pecos and McQueen Roads
   Move City Council approve Entertainment Use Permit, PLH23-0045 Buon Padre Pizza, to allow televisions, speakers, and live entertainment within an outdoor patio, subject to the conditions recommended by Planning and Zoning Commission.

Facilities and Fleet

10. Agreement No. PD2-055-4378, Amendment No. 2, and City of Phoenix Contract No. 159257-0, for Police Vehicle Upfitting Services
    Move City Council approve Agreement No. PD2-055-4378, Amendment No. 2, with American Emergency Products, Inc., MHQ of Arizona, and Pride Outfitting, LLC; and the utilization of the City of Phoenix Contract No. 159257-0, with Airwave Communication Enterprises, for Police and Fire Vehicle Upfitting, in a combined amount not to exceed $1,263,311.

11. Purchase of Access Controls and Security Equipment
    Move City Council approve the purchase of access controls and security equipment, from APL Access & Security, Inc., utilizing the State of Arizona Contract No. CTR056377, in an amount not to exceed $925,000.

12. Purchase of Generator Maintenance
    Move City Council approve Agreement No. PW3-936-4544, Amendment No. 1, with Valleywide Generator Service, LLC, and the utilization of the City of Mesa Contract No. 2019003, with W.W. Williams Company, Inc., for the purchase of generator maintenance services, in a combined amount not to exceed $450,000.

Information Technology

13. Agreement No. 4698 for Microsoft Information Technology Consulting Services
Move City Council approve Agreement No. 4698, within Invoke, LLC, for Microsoft information technology consulting services, for a period of one year, beginning November 15, 2023, through November 14, 2024, in an amount not to exceed $570,000.

14. Agreement No. 4577, with N. Harris Computer Corporation, for Implementation of Infinity CIS Version 5
Move City Council approve Agreement No. 4577, with N. Harris Computer Corporation, for implementation of Infinity CIS Version 5, in an amount not to exceed $2,228,100, with a support and maintenance term of five years, with the option of up to four one-year extensions, and approve contingency transfers from the Water Operating Fund of $435,610, the Wastewater Operating Fund of $326,634, and the Solid Waste Operating Fund of $217,756, for a total of $980,000, to the IT Projects Capital Cost Center (1285), Utility Billing Replatform Program (6IC112).

Management Services

15. Resolution No. 5756 Approving a Modification to and Renewal of the Intergovernmental Agreement Between the City of Chandler and the State of Arizona Department of Revenue for the Administration, Collection, Audit, and Licensing of Transaction Privilege Taxes, Use Taxes, Jet Fuel Excise and Use Taxes, and Rental Occupancy Taxes Imposed by Chandler
Move the City Council approve Resolution No. 5756 approving a modification to and renewal of the Intergovernmental Agreement between the City of Chandler and the State of Arizona Department of Revenue for the administration, collection, audit, and licensing of Transaction Privilege Taxes, use taxes, jet fuel excise and use taxes, and rental occupancy taxes imposed by Chandler.

16. Purchase of Maintenance, Repair, and Operational (MRO) Supplies
Move to approve the utilization of the Omnia Partners Contract No. 192163, with Grainger, Inc., for the purchase of maintenance, repair, and operational (MRO) supplies, for the term of January 1, 2024, through December 31, 2024, in an amount not to exceed $300,000.

Neighborhood Resources

17. Resolution No. 5758 approving an Intergovernmental Agreement between Maricopa County, Administered by its Human Services Department, and the City of Chandler to Accept Community Services Block Grant Funds
Move City Council pass and adopt Resolution No. 5758 approving an intergovernmental agreement between Maricopa County, administered by its Human Services Department, and the City of Chandler to accept Community Services Block Grant funds in the amount of $125,000; authorizing the City Manager to assign 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 grant.

18. Resolution No. 5761, Approving Amendment No. 1 to Intergovernmental Agreement C-22-23-079-X-00 between Maricopa County and the City of Chandler
Move City Council pass and adopt Resolution No. 5761 approving amendment No. 1 to intergovernmental agreement C-22-23-079-X-00 between Maricopa County, administered by its Human Services Department, and the City of Chandler for heat relief services to extend the term to December 31, 2024; 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 agreement.

Police Department

19. Resolution No.5759 Authorizing Intergovernmental Agreements with the Chandler Unified School District No. 80, Kyrene Elementary School District No. 28, and Mesa Unified School District No. 4 for the Assignment of School Resource Officers to Schools Located Within the Chandler City Limits
Move City Council pass and adopt Resolution No. 5759 authorizing Intergovernmental Agreements (IGAs) with the Chandler Unified School District No. 80, Kyrene Elementary School District No. 28, and Mesa Unified School District No. 4 for the assignment of School Resource Officers to schools located within the Chandler City limits; authorizing the Mayor to sign the agreements; and authorizing the Chief of Police to administer, execute, and submit all documents and other necessary instruments in connection with said program.

Public Works and Utilities

20. Introduction and Tentative Adoption of Ordinance No. 5073 Granting a Non-Exclusive Utility Easement to Arizona Public Service Company
Move City Council introduce and tentatively adopt Ordinance No. 5073 granting a non-exclusive utility easement to Arizona Public Service Company, at no cost, to accommodate the Wall Street Improvement Project (Frye Road to Chicago Street).

21. Resolution No. 5719 Authorizing the Acquisition of Real Property Rights Required for the Wall Street Improvement Project (Frye Road to Chicago Street)
Move City Council pass and adopt Resolution No. 5719 authorizing the acquisition of real property rights required for the Wall Street Improvement Project (Project No. CA2202), from Frye Road to Chicago Street; authorizing the city's Real Estate Administrator to sign the purchase agreements, authorizations to access property, and any other documents necessary to facilitate these acquisitions and access to the properties; authorizing eminent domain proceedings, as needed, to acquire said real property and obtain immediate possession thereof; and authorizing relocation assistance as may be required by law.

VICE MAYOR ORLANDO thanked staff for their work on this item.

COUNCILMEMBER STEWART thanked Vice Mayor Orlando for bringing this item forward.

COUNCILMEMBER ENCINAS declared a conflict of interest on Item No. 21.

22. Job Order Project Agreement No. ST2017.403, with Sunland Asphalt & Construction, Inc., Pursuant to Job Order Master Agreement No. JOC1909.401, for Quiet Zone Improvements
Move City Council award Job Order Project Agreement No. ST2017.403, to Sunland Asphalt & Construction, Inc., Pursuant to Job Order Master Agreement No. JOC1909.401, for Quiet Zone Improvements, in an amount not to exceed $237,410.40.

23. Professional Services Agreement No. WA2401.451, with Hazen and Sawyer, P.C., for the Pecos Surface Water Treatment Plant Filter Improvements Phase 2 Construction Management Services
Move City Council award Professional Services Agreement No. WA2401.451, to Hazen and Sawyer, P.C., for the Pecos Surface Water Treatment Plant Filter Improvements Phase 2 Construction Management Services, in an amount not to exceed $189,290.

24. Job Order Project Agreement No. WA2401.402, with PCL Construction, Inc., Pursuant to Job Order Master Agreement No. JOC1915.401, for the Pecos Surface Water Treatment Plant Filter Improvements Phase 2
Move City Council award Job Order Project Agreement No. WA2401.402, to PCL Construction, Inc., Pursuant to Job Order Master Agreement No. JOC1915.401, for the Pecos Surface Water Treatment Plant Filter Improvements Phase 2, in an amount not to exceed $761,888.80.

25. Agreement No. PW2-988-4407, Amendment No. 2, with Artistic Land Management, Inc., for Public Works Landscape Services
Move City Council approve Agreement No. PW2-988-4407, Amendment No. 2, with Artistic Land Management, Inc., for Public Works landscape services, in an amount not to exceed $1,152,000, for a one-year term, January 1, 2024, through December 31, 2024.

26. Construction Manager at Risk Construction Services Agreement No. WW2206.401, Guaranteed Maximum Price (GMP) Proposal No. 2, with PCL Construction, Inc., for the Reclaimed Water Conveyance Improvements
Move City Council award CMAR Construction Services Agreement No. WW2206.401, GMP No. 2, to PCL Construction, Inc., for the Reclaimed Water Conveyance Improvements, in the amount of $10,967,208.

27. Professional Services Agreement No. WW2206.451, Amendment No. 1, with Wilson Engineers, LLC, for the Reclaimed Water Conveyance Improvements

Move City Council award Professional Services Agreement No. WW2206.451, Amendment No. 1, to Wilson Engineers, LLC, for the Reclaimed Water Conveyance Improvements Construction Management Services, in the amount of $1,316,320.

28. Professional Services Agreement No. WW2106.271, with Brown and Caldwell, Inc., for the Sewer Lift Station Rehabilitation Post-Design Services
Move City Council award Professional Services Agreement No. WW2106.271 to Brown and Caldwell, Inc., for the Sewer Lift Station Rehabilitation Post-Design Services, in an amount not to exceed $179,814.

29. Professional Services Agreement No. WW2106.451, Amendment No. 4, with Entellus, Inc., for the Sewer Lift Station Rehabilitation Construction Management Services
Move City Council award Professional Services Agreement No. WW2106.451, Amendment No. 4, to Entellus, Inc., for the Sewer Lift Station Rehabilitation Construction Management Services, in the amount of $1,058,243.84.

30. Construction Manager at Risk Construction Services Agreement No. WW2106.401, with MGC Contractors, Inc., for the Sewer Lift Station Rehabilitation
Move City Council award CMAR Construction Services Agreement No. WW2106.401, to MGC Contractors, Inc., for the Sewer Lift Station Rehabilitation, in an amount not to exceed $9,280,107.02.

31. Construction Manager at Risk (CMAR) Construction Services Agreement No. WW2106.402, with MGC Contractors, Inc., for the Manganaro Lift Station Electrical Improvements
Move City Council award CMAR Construction Services Agreement No. WW2106.402, to MGC Contractors, Inc., for the Manganaro Lift Station Electrical Improvements, in an amount not to exceed $2,707,998.57.

32. Construction Manager at Risk Construction Services Agreement No. WA2105.401, with PCL Construction, Inc., for the Water Facilities Optimization Improvements – Hunt Highway Water Production Facility Rehabilitation
Move City Council award CMAR Construction Services Agreement No. WA2105.401, to PCL Construction, Inc., for the Water Facilities Optimization Improvements – Hunt Highway Water Production Facility Rehabilitation, in an amount not to exceed $3,317,089.

33. Professional Services Agreement No. WA2105.451, with Water Works Engineers, LLC, for the Water Facilities Optimization Improvements – Hunt Highway Water Production Rehabilitation Construction Management Services
Move City Council award Professional Services Agreement No. WA2105.451, to Water Works Engineers, LLC, for the Water Facilities Optimization Improvements – Hunt Highway Water

Production Facility Rehabilitation Construction Management Services, in an amount not to exceed $127,130.

Consent Agenda Motion and Vote

Councilmember Stewart moved to approve the Consent Agenda of the December 7, 2023, Regular City Council Meeting; Seconded by Vice Mayor Orlando.

Motion carried unanimously (7-0), with the exception of Item No. 21 which passed 6-0 with Councilmember Encinas declaring a conflict of interest.

Public Hearing

34. Public Hearing on Land Use Assumption and Infrastructure Improvement Plan Updates
    1. Open Public Hearing
    2. Staff Presentation
    3. Council Discussion
    4. Discussion from the Audience
    5. Close Public Hearing

Open Public Hearing

MAYOR HARTKE opened the public hearing at 6:06 p.m.

Staff Presentation

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

- Public Hearing System Development Fee Update, 2022-2032 Land Use Assumptions & infrastructure Improvements Plan
- Agenda
    - System Development fees background
    - Program requirements
    - Fee categories / service areas
    - Land use assumptions (LUA)
    - Infrastructure improvements plan (IIP)
    - Public outreach
    - Remaining project timeline
- Why Charge System Development Fees (SDFs)?
    - One of the 1st cities to implement the full range of SDFs or “Impact fees” in 1997 in an effort to ensure growth pays for growth.
    - SDF’s funded growth related infrastructure through the years, which was and still is paid by developers at the time of permitting.

    - If not for SDFs, Chandler would have had to find an alternative revenue source (e.g. additional bond elections & related taxes, etc.) to fund needed infrastructure as the city grew and continues to grow.
    - SDFs have allowed Chandler to keep taxes low over the years. Provided a capital funding source in lieu of selling bonds.
    - Examples of arterial streets, fire stations, police facilities, libraries, parks, and utilities projects completed with SDFs:
    - Desert Breeze Police Substation; Tumbleweed, Snedigar, Arbuckle, Roadrunner, Chuparosa, and Espee Parks, Fire Stations 2-11, Mesquite Groves Aquatic Center, Water/Wastewater Mains, Wells, and other infrastructure, and all Major Arterial Street widenings.
- Background
    - SDF process governed by A.R.S. 9-463.05
    - Developers pay SDFs during the building permit process
    - One-time funding for growth-related capital infrastructure
        - Cannot be used to fund repairs or operations & maintenance
        - Cannot be used for capital that is not directly attributed to growth
        - Must be infrastructure that is a necessary public service and that directly provides a beneficial use to the development
- Program Requirements
    - A.R.S. requires the following to ensure transparency and oversight
    - Complete the LUA and IIP report as a precursor to Fee Updates based on methodology outlined in A.R.S.
        - Requires update every five years – legally required by January of 2024
        - Last LUA and IIP Adoption – January of 2019
        - Includes an updated fee schedule
        - Public outreach and Council approval process
    - Prepare an Annual Report and post online
        - Includes actual results for the previous year
    - Complete Biennial Audit*
        - Results require a Public Hearing
        - *Must be Prepared by a Qualified Professional
- Fee Category Summary
    - Fees Charged by Equivalent Dwelling Unit (EDU) or SQ FT
        - Arterial Streets
        - Parks – three service areas
        - Fire
        - Police
        - Public buildings
    - Fees by Meter Size
        - Water

        - Wastewater
        - Reclaimed Water
    - Building Permits
- Arterial Streets Service Area
- Parks Service Areas
- Land Use Assumptions (LUA)
    - LUA's are updated to reflect the General Plan, zoning changes and development patterns
        - Greater densities = increased EDUs
    - EDU's which include Housing Units and Non-Residential Sq Ft are updated based on city projections
    - Build-Out EDU's are updated with Maricopa Association of Governments (MAG) development projections
- Land Use Assumptions Citywide Comparison
- Land Use Assumptions Arterial Streets Comparison
- Infrastructure Improvements Plan (IIP)
    - Update remaining growth projects and related costs
    - Update Outstanding debt for each category
    - Update 10-year Revenue Forecast and estimated financial need for each category
    - Remaining future growth projects in parks:
        - Mesquite Groves Community Park (30 acres)
        - Lantana Ranch Community Park (30 acres)
    - Remaining Future Growth Projects in Arterial
        - Alma School: Germann – Queen Creek (2-4 lanes) and Frye – Pecos (4-6 lanes)
        - Chandler Heights: Gilbert – Val Vista (2-4 lanes)
        - Lindsey: Ocotillo – Hunt Hwy (2-4 lanes)
    - All other categories collecting fees to repay debt
- Pledged Outstanding Internal Debt as of June 30, 2022
    - Annual SDF Permit Revenue collected fluctuates between $15.5M to $23M over the last 5 years
    - Streets $34.5M
    - Parks $8.7M
    - Public Buildings $1.8M
    - Fire $3.6M
    - Police $2.0M
    - Water $113.3M
    - Wastewater $140.9M
    - Reclaimed Water $24.4M
    - Total Outstanding Debt $329.2M
- Public Outreach

    - Held a stakeholder meeting on 10/11/2023, including representation from every development category
    - Both in person and online formats were available
    - Included a presentation of the updated LUA, IIP and SDF fees
    - There was one request for a follow up meeting with the Central Arizona Homebuilders Association which was held on 10/23/2023
    - Provided multiple notices of meeting to builders, developers, and others with an economic interest in ongoing development and construction within the City of Chandler
- Project Timeline
    - Public outreach – October 2023 & Council Work Session Dec. 4, 2023 COMPLETE
    - Public Hearing – LUA & IIP Report Dec. 7, 2023 TONIGHT
    - Adopt LUA and IIP Report January 11, 2024
    - Adopt Notice of Intent to Modify SDF Fees January 11, 2024
    - Public Hearing on Proposed SDF Fees and First Read of Ordinance February 22, 2024
    - Final Adoption of Ordinance to modify SDF fees April 4, 2024
    - New Fees Effective Date July 1, 2024
- Thank You Questions?

Council Discussion

VICE MAYOR ORLANDO asked if the $329M internal balance would be balanced by the last permit pulled in the city.

MR. DUNBAR said that is correct. The intention of the update is to time the last permit is pulled that the debt and needs for funding have been met.

VICE MAYOR ORLANDO added that the tables in the report show over time the debt is absorbed and zero balanced. Vice Mayor Orlando reaffirmed that state statute governs these updates.

MR. DUNBAR said the state requires us to have an update at least every five years.

VICE MAYOR ORLANDO said this is a robust process.

MAYOR HARTKE mentioned that this is considered debt on what is a benefit to the community that does not exist. Improvements to current city infrastructure are not included in these fees.

Discussion from the Audience

None.

Close Public Hearing

MAYOR HARTKE closed the public hearing at 6:20 p.m.

Informational

35. September 20, 2023, Planning and Zoning Commission Meeting Minutes

36. October 18, 2023, Planning and Zoning Commission Meeting Minutes

37. Contracts and Agreements Administratively Approved, Month of November 2023

Unscheduled Public Appearances

SYED TAHA HUSSAIN, 1010 E. Kaiba, spoke about his interaction with Chandler Police.

TOM FERSTL, 4923 W. Gail Dr., spoke about a disruptive soil vapor extraction unit being used in his neighborhood.

PATRICIA EVANS, 4673 E. Cherry Hills, spoke about aerial surveillance and drones.

COUNCILMEMBER STEWART asked about the status of the city policy on drones.

JOSH WRIGHT, City Manager, said we have been working on our internal city drone usage.

Current Events

Mayor's Announcements

MAYOR HARTKE announced the Golden Neighbors Holiday Celebration on December 14 from 9:00 to 11:00 a.m. at the Chandler Community Center.

MAYOR HARTKE said Chandler Exchange Club is hosting a Wreaths Across America event on December 16 at 9:00 a.m. at the Valley of the Sun Cemetery to honor our veterans.

MAYOR HARTKE wished everyone a happy Hanukkah, merry Christmas, and happy New Year. Mayor Hartke thanked council for working together this year and looks forward to what we can accomplish next year.

Council's Announcements

COUNCILMEMBER ENCINAS mentioned the Pueblo Viejo neighborhood celebration was a success. He wished everyone happy holidays.

VICE MAYOR ORLANDO wished everyone happy holidays.

COUNCILMEMBER STEWART mentioned the ASU Polytechnic campus building groundbreaking and said it is a great success for Arizona's future.

COUNCILMEMBER STEWART said that Chandler is the first and only city to receive triple-A bond ratings on our excise tax revenue bonds from three credit rating agencies. This helps us acquire borrowing money for projects at a low rate. Councilmember Stewart thanked the Management Services department for their work on this.

COUNCILMEMBER POSTON wished everyone happy holidays and reminded everyone to Shop Chandler.

City Manager's Announcements

MR. WRIGHT wished everyone a happy holidays and happy Hanukkah, he said we are looking forward to great things in 2024.

Adjourn

The meeting was adjourned at 6:37 p.m.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: January 11, 2024

Certification

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

DATED this _____ day of January, 2024.

_____

City Clerk

Meeting Minutes
City Council Special Meeting

December 14, 2023 | 4:00 p.m.
Chandler Museum
300 S. Chandler Village Dr. Chandler, AZ

Call to Order
The meeting was called to order by Mayor Kevin Hartke at 4:13 p.m.

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

Appointee Attendance
Josh Wright, City Manager
Dana DeLong, City Clerk
Tawn Kao, Assistant City Attorney

Staff Attendance
Tadd Wille, Assistant City Manager
Andy Bass, Deputy City Manager

Others in Attendance
Representative Jennifer Pawlik, LD-13
Senator Mitzi Epstein, LD-12
Representative Patty Contreras, LD-12
Representative Julie Willoughby, LD-13
Dana Paschke, PolicyAZ

Welcome and Introductions – Mayor Kevin Hartke

Topics of Discussion – no action will be taken
1. 2024 Legislative Agenda

MAYOR HARTKE reaffirmed the importance of local control for jurisdictions. We continue to work together with other legislators concerning local control. Cities have unique financial structures that

depend on different revenue streams and it is important to understand that we have our own ways to meet the needs of our residents. Water, economic development, and affordable housing are recent subjects of note. Mayor Hartke asked what issues were important to the Legislators during this legislative session.

REPRESENTATIVE PAWLIK brought up something the school superintendent is working on which is a program for retired police officers serving in schools to get more officers in schools. There are currently not enough SROs available for all schools that have requested one. Officers will have eight hours of training and will serve on a rotating schedule. Representative Pawlik also mentioned a focus of hers for the session was full-day kindergarten. It is expensive, but leaders in schools have said it is important to us.

SENATOR EPSTEIN said a lot of her work is around being the minority leader of the Senate and organizing the caucus. There will be a retreat to plan joint caucus policies. The three subjects of note have been housing, schools, and water. The Chandler approach to affordable housing is innovative. Senator Epstein asked for feedback on income discrimination. Senator Epstein is working on K-12 funding to keep up with inflation. The goal is to not cut K-12 funding.

MAYOR HARTKE said we are taking notes on the legislators' questions to be able to provide input on them rather than have a full discussion now.

REPRESENTATIVE CONTRERAS thanked Chandler staff for tours of the water facilities and housing. They shared great programs and information about Chandler. One focus is keeping level funding for schools. Representative Contreras shared that one goal is to not have cuts to social services especially those that serve seniors and disabled persons. Representative Contreras mentioned deed fraud is becoming more prevalent and mentioned working on preventative measures to protect homeowners.

REPRESENTATIVE WILLOUGHBY shared excitement about going into the next session. Representative Willoughby has been working with the ICAP department about protecting individuals regarding AI technology. Other areas is working on a cleanup of Title 36 to mirror other parts of statute. Outside of session, they have met with the chambers of commerce and bringing business to Arizona.

MAYOR HARTKE asked for the legislators' thoughts and perspectives on the deficit. As a city, we are concerned about funding from the state.

SENATOR EPSTEIN said deficits have been treated by cutting school funding, cut city funding, and cut childcare. We should avoid coming to this – there is a deficit, caused by either a spending or a revenue problem that should be adjusted not at the expense of cities or counties. Our responsibilities according to the state constitution should not fall behind. There are some ideas on where to get funding particularly in reevaluating economic development choices.

REPRESENTATIVE CONTRERAS added that there is a potential to pause projects that were approved but not started. We are at a tax level that does not sustain our needs. The goal is to make up the budget from various departments, not cities and education.

REPRESENTATIVE WILLOUGHBY brought up that K-12 and public safety funding are non-negotiable, and said it is about accountability. Different committees will have a good idea of exactly what we are doing.

REPRESENTATIVE PAWLIK added that amounts of the shortfall have been varied from different sources. Many transportation projects have been funded, but more infrastructure improvements are sorely needed. It will be different than any other terms served, and as a governing body we need to be thoughtful on where we can source funding from.

MAYOR HARTKE asked if there are any ideas for housing reform, and any thoughts on bills coming up this year.

REPRESENTATIVE CONTRERAS mentioned the bicameral push to look at different ideas - speakers from out of state and tours have provided new ideas. There is a wide variety of housing options available. The unknown funding situation means that housing reform may need to wait. It is essential that cities maintain zoning. Affordable housing is the key.

REPRESENTATIVE WILLOUGHBY said many conversations have been focused on the year's budget.

SENATOR EPSTEIN said they were on board with encouraging cities to think creatively about affordable housing. Cities consider new changes in light of the current housing situation, and local control allows for that. Consumer protection in housing is important.

MAYOR HARTKE asked legislators how they could help them.

REPRESENTATIVE WILLOUGHBY said the current relationship is great and Chandler always provides answers and resources needed; keeping the line of communication open is great.

REPRESENTATIVE PAWLIK reaffirmed to keep doing what you are doing. Communication is great – it makes our jobs easier.

SENATOR EPSTEIN added that Chandler's expertise on water is fantastic – Chandler is a leader in water when it comes to long-term planning.

REPRESENTATIVE CONTRERAS said Chandler is great to work with, having charts and pictures is a great way to convey information.

MAYOR HARTKE said we are here for you.

2. Chandler Updates

VICE MAYOR ORLANDO asked when we learn about the budget.

REPRESENTATIVE WILLOUGHBY said the governor's budget would likely be released January 12. SENATOR EPSTEIN said their budget may be done by the end of February and finding out about the deficit around April.

VICE MAYOR ORLANDO reaffirmed that our elected officials in Chandler are great individuals. We want to be accessible and communicate with each other. Vice Mayor Orlando thanked the legislators for continuing this pattern, we will continue to work together with information and share impacts.

COUNCILMEMBER STEWART shared gratitude for legislators sticking by their statements of allowing local control. Sharing our valuable data about housing is important. Chandler's water portfolio success statement is because we invested early.

COUNCILMEMBER HARRIS thanked legislators for coming and sharing their vision as it helps us understand the complexities of the issues at hand. Focusing on innovation and technology industry is essential.

SENATOR EPSTEIN asked what the impact on rental tax was.

MAYOR HARTKE said the rental tax was $11 million, and the food tax would be $15 million. Every city looks at money differently.

COUNCILMEMBER ELLIS thanked legislators for putting in the work to be educated, they have taken the time to learn. Higher education is important, we need to provide opportunities for post-high school education, our workforce depends on this. Councilmember Ellis also mentioned that civic engagement is important to focus on in Chandler. Students and community members getting involved is important.

COUNCILMEMBER ENCINAS said it is great for the community to be able to see the legislators. Continuing our great practices and long-term visions is the goal.

COUNCILMEMBER POSTON added that will be more emphasis on our voters needs in terms of our general plan as a ground-up community effort.

REPRESENTATIVE CONTRERAS said we have an idea of how cities work, from going from the community level up. There is communication with residents, and this is the way it works from cities.

MAYOR HARTKE said we hope to continue meeting with legislators and work on making our communication even better than ever in the year to come.

Adjourn

The meeting was adjourned at 5:19 pm.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: January 11, 2024

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of the City Council of Chandler, Arizona, held on the 14th day of December 2023. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of January, 2024.

_____

City Clerk

ITEM 2

City Council Memorandum **City Manager's Office** **Memo No.** MS24-051

Date: January 11, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
From: Dawn Lang, Deputy City Manager - Chief Financial Officer
Subject: Resolution No. 5767, Designating the Chief Fiscal Officer for Officially Submitting the Fiscal Year 2024 Expenditure Limitation Report to the Arizona Auditor General

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Proposed Motion:

Move City Council pass and adopt Resolution No. 5767, designating the Chief Fiscal Officer for officially submitting the Fiscal Year 2024 Expenditure Limitation Report to the Arizona Auditor General.

Background:

A.R.S. §41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Auditor General by July 31, the name of the Chief Fiscal Officer (CFO) the governing body designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf. The AELR is due to the Arizona Auditor General in March of 2024, and this action must be completed prior to the report's submittal.

Attachments

Res No 5767 CFO Designation

RESOLUTION NO. 5767

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2024 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL.

WHEREAS, A.R.S. §41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Auditor General by July 31, the name of the Chief Fiscal Officer (CFO) the governing body designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf. The current year is the fiscal year the entity is operating in on July 31; and

WHEREAS, the City of Chandler, City Council desires to designate Dawn Lang, as the City's Chief Fiscal Officer; and

WHEREAS, entities must submit an updated form and documentation for any changes in the individuals designated to file the AELR.

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

Section 1. The recitals above are hereby incorporated as if fully set forth herein.

Section 2. Dawn Lang is hereby designated as the City's Chief Fiscal Officer for purposes of submitting the Fiscal Year 2024 AELR to the Arizona Auditor General's Office on the governing body's behalf.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2024.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5767 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2024 and that a quorum was present thereat.

_____

CITY CLERK

APPROVAL AS TO FORM:

_____

CITY ATTORNEY

CHANDLER arizona
Community of Innovation

City Council Memorandum Community Services Memo No. CP24-090

Date:	January 11, 2024
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Dawn Lang, Deputy City Manager - CFO John Sefton, Community Services Director
From:	Daniel Haskins, Principal Engineer
Subject:	Mesquite Groves Park Design Concept Services

Proposed Motion:

Move City Council award Professional Services Agreement No. PR2401.201 to J2 Engineering & Environmental Design, LLC, for Mesquite Groves Park Design Concept Services, in an amount not to exceed $155,042.

Background/Discussion:

In 2002, the City of Chandler purchased 100 acres on the northwest corner of Val Vista Drive and Riggs Road for the development of a future community park (Mesquite Groves). In 2008, the Mesquite Groves Aquatic Center (5901 S. Hillcrest Dr.) was constructed on approximately 10 acres of the park site. With the population and development in southeast Chandler steadily increasing over the years, additional recreational facilities are needed in this area of the city. Additionally, the Parks Strategic Master Plan (2021) identified the development of Mesquite Groves Park as a high priority and was one of the most requested items in a survey of residents.

In 2009, the city developed a conceptual master plan for the site. This project will review the existing master plan and update it to meet the current needs of the city. As with all City of Chandler park development/renovation projects, public meetings will play an important role in assuring that the ideas, issues, and or concerns of Chandler citizens are heard. Stakeholder and public meetings will be held as a part of the park's master plan update. The project will be designed and constructed in three phases, which will be determined as part of this conceptual

design phase.

The project scope of work consists of the development of a concept design, which includes various site program elements, site furnishings, possible playground elements, 3D renderings, conceptual opinion of probable cost, and phasing plans. It will also include Stakeholder and Public Meetings, and Utility and Civil Coordination meetings. The agreement completion time is 180 calendar days following Notice to Proceed.

Evaluation:

The selection process was conducted in accordance with city policy and procedure and state law. Staff recommends award to J2 Engineering & Environmental Design LLC, based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
427.4580.5219.6PR396	Park SE Impact	Mesquite Groves Park Site Phase I	$51,680.00	Y
420.4580.5219.6PR398	Park Bonds	Mesquite Groves Park Site Phase 2	$51,680.00	Y
420.4580.5219.6PR399	Park Bonds	Mesquite Groves Park Site Phase 3	$51,682.00	Y

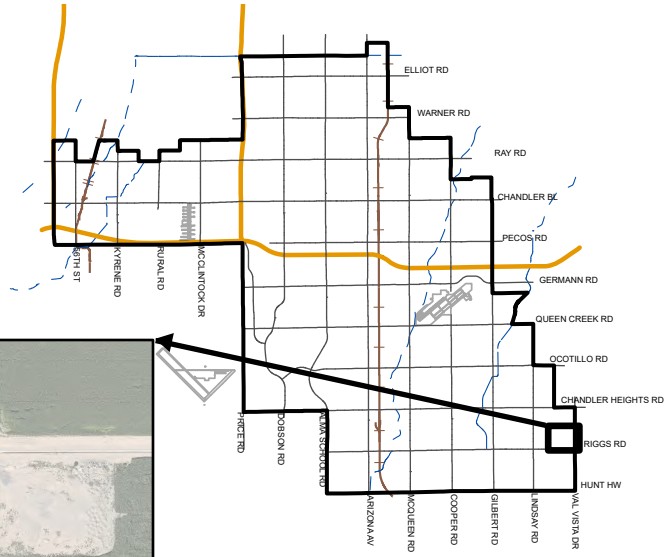
Attachments

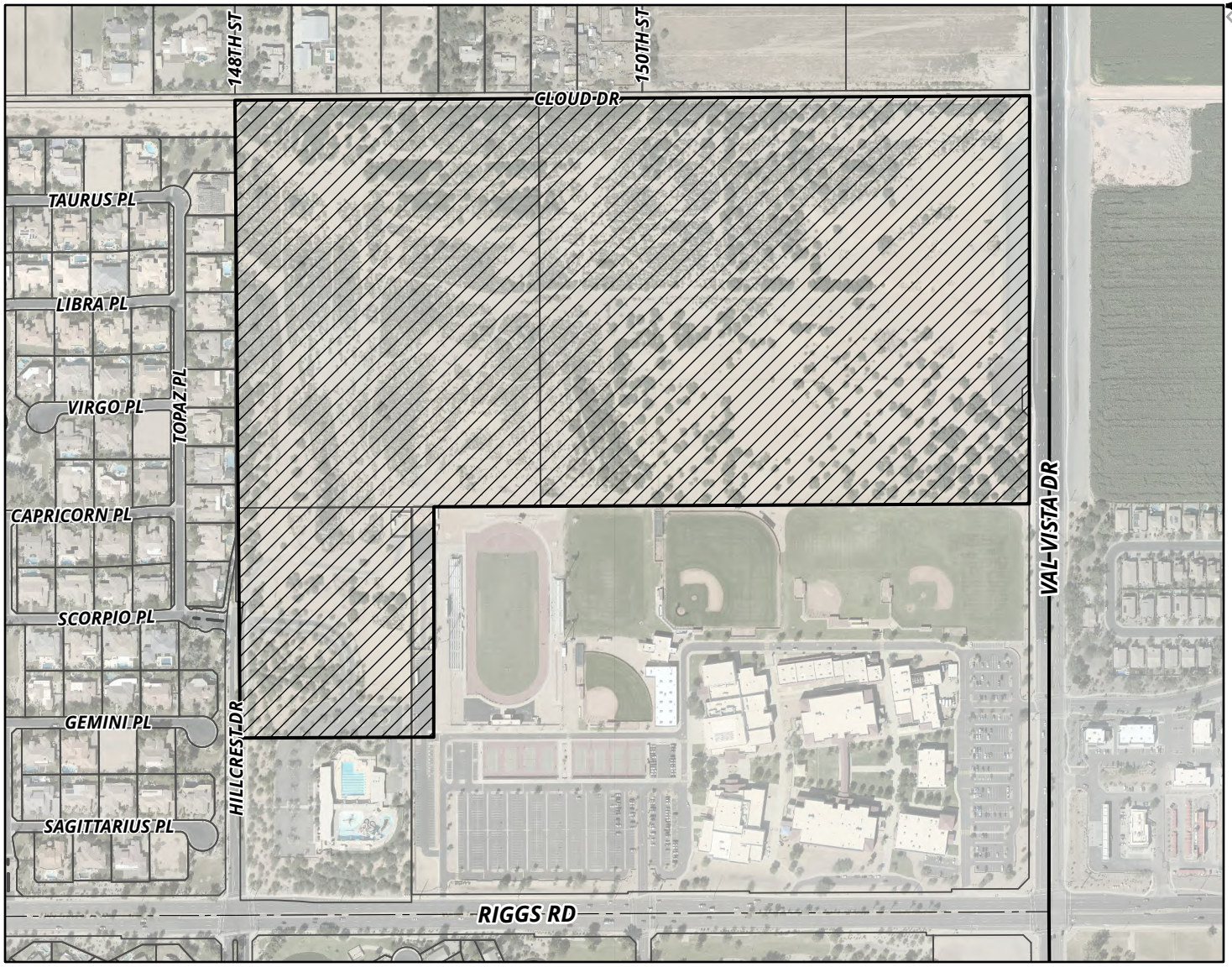
Location Map

Agreement

CHANDLER
arizona

MESQUITE GROVES PARK
- CONCEPT DESIGN





MEMO NO. CP24-090

PROJECT LIMITS

NTS

ChanGIS

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PROFESSIONAL SERVICES AGREEMENT
Design Services
MESQUITE GROVES PARK - CONCEPT DESIGN
Project No. PR2401.201
Council Date: Item No.

This Agreement ("Agreement") is made and entered into on the _____ day of_____, 2024 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City''), and **J2 Engineering & Environmental Design, LLC**, an Arizona limited liability company, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

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

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

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

AGREEMENT

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

SECTION I--CONSULTANT'S SERVICES

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

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **180** calendar days after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed **$155,042** for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

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

SECTION V--GENERAL CONDITIONS

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

To City:	City of Chandler - Public Works & Utilities Department Attn: CIP City Engineer: Warren White, P.E. P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3337 Email: warren.white@chandleraz.gov	
With a copy to:	City of Chandler - Public Works & Utilities Department Attn: Dan Haskins, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3335 Email: Daniel.haskins@chandleraz.gov	
To Consultant:	**LEGAL COMPANY NAME:**	J2 Engineering and Environmental Design, LLC
	Mailing Address:	4649 E Cotton Gin Loop, Suite B2, Phoenix AZ 85040
	Physical Address:	4649 E Cotton Gin Loop, Suite B2, Phoenix AZ 85040
	Statutory Agent Name:	James P. O'Sullivan
	Statutory Agent Mailing Address:	2525 E. Camelback Rd 7th floor Phoenix AZ 85016
	Statutory Agent Physical Address:	2525 E. Camelback Rd 7th floor Phoenix AZ 85016
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Jeffrey Velasquez
	Title:	Vice President
	Phone:	602-438-2221
	Email:	jvelasquez@j2design.us

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

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

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

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

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

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

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

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

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

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for the completeness and accuracy of Consultant's services, data, and other work prepared or

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

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

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

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

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

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

5.16 Consultants or Subconsultants. Prior to beginning the work, Consultant must furnish City for approval the names of consultants or subconsultants to be used under this Agreement. Any subsequent changes are subject to City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act

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

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

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

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

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

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

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

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

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

Consultant, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

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

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

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

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

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

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

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

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

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

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

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

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

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

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

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

5.40 Licenses and Permits. Beginning with the Effective Date and for the full term of this

Agreement, Consultant must maintain all applicable City, state, and federal licenses and permits required to fully perform Consultant's services under this Agreement.

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

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

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

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

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

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

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

"CITY" CITY OF CHANDLER

MAYOR

RECOMMENDED BY:

J. Warren White

Warren White, P.E.
Acting CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"CONSULTANT"
J2 Engineering & Environmental Design, LLC

12-14-23

Signature Date

Jeffrey Velasquez

Print Name

Vice President, Principal Landscape Architect

Title

Jvelasquez@j2design.us

Signer Email Address

EXHIBIT “A”
SCOPE OF SERVICES/SCHEDULE

J2 Engineering and Environmental Design, LLC
4649 East Cotton Gin Loop, Suite B-2
Phoenix, Arizona 85040
602-438-2221

EXHIBIT A
SCOPE OF WORK

Project Description: This first phase of the Mesquite Groves project consists of the development of a final master plan, which will guide the final design of the park. J2 will serve as the prime consultant for the design team, which will provide master planning, public and stakeholder involvement, surveying, and overall utility coordination for this 90-acre site in the City of Chandler. The project intent is to develop an approved master plan with this phase of the contract, then to develop final engineering design with subsequent phases of this contract. The final program elements will be determined by the public and stakeholder engagement process, as well as City staff input. Possible program elements may include, but are not limited to: a lake, inclusive destination playground, adventure play area, splash pad, sport courts, softball-baseball fields, multi-use fields, soft-surface trail, dog park, pickleball courts, skate/pump-track element, restroom buildings, shade ramadas, fabric shade structures, maintenance yard facility, and a possible recreation center. Final engineering design or post design services are not included in this proposal, as they will be part of subsequent phases of this contract.

Task 100 – Project Master Plan and Phasing Plan

J2 Team shall develop two (2) preliminary master plan design concepts for the site. Master plan concepts shall be based on public, stakeholder, and city staff input. The concepts will be developed as fully-rendered plan view exhibits and will be dry-mounted on boards for additional stakeholder and city input. Once additional stakeholder input is gathered for the two preliminary concepts, a final rendered concept will then be refined for approval as the preferred / approved concept. All developed concepts, preliminary and final, will include two (2) 3D rendered views that will be suitable for web site input, public meetings, and stakeholder input. J2 will also work with City staff to develop a phasing plan to guide future construction phasing.

Task 100 Deliverables shall include the following:

- Two (2) full size color rendered preliminary master plans, similar in quality to the attached 2009 Master Plan. Plans will be provided in pdf format and will be printed and mounted on presentation boards.
- Project Graphic Imagery Boards will be produced to accompany the preliminary master plan boards. These deliverables will depict the various site program elements, site furnishings, and possible playground elements proposed for the site. These boards will be refined for use at the time of the preferred / approved concept as well.
- One (1) final master plan concept plan. Plan will be provided in pdf format and will be printed and mounted on presentation boards.
- Six (6) 3D perspective rendered views will be produced; two for each preliminary master plan and two for the preferred / approved master plan. The views will be selected by city staff and will be used to help the public and stakeholders see the proposed park from various locations.
- Conceptual Opinion of Probable Construction Cost (OPC). The J2 Team will provide one (OPC) for the preferred / approved concept in an electronic PDF and Excel format to the City. The City is responsible for reproduction and distribution of the OPC for review.
- Plasing Plan will be developed in pdf plan view format. It is anticipated that once final design is eventually completed, the project will be constructed in three (3) distinct project phases – with timing dependent upon CIP budgeting.

J2 Engineering and Environmental Design, LLC
4649 East Cotton Gin Loop, Suite B-2
Phoenix, Arizona 85040
602-438-2221

Task 100 Meetings shall include the following:

- Kickoff Meeting at City of Chandler and Site Walk for a total of one (1) meeting. The meeting is expected to be three (3) hours in duration inclusive of travel time to and from the meeting and site. Four (4) J2 staff will attend the meeting and site walk.
- Master plan coordination meetings will take place twice a month. This phase of the contract is anticipated to last a maximum of 6 months, from January through June, 2024. Twelve (12) meetings have been planned, with three (3) J2 staff attending.
- J2 has allowed for two (2) City-Team working sessions at either City offices or at the J2 office. It is anticipated that three (3) J2 staff will attend.

Task 200 – Stakeholder and Public Meetings

It is anticipated that stakeholder, public, and park commission meetings will be required. Following are the estimated meetings. No deliverables are summarized here, as they are covered in the other tasks. J2's subconsultant, MakPro, will summarize the various outreach meetings, attendees, and will prepare pdf notification flyers for City distribution. MakPro will also coordinate web content with the City for the project.

Task 200 Meetings shall include the following:

- J2 is anticipating six (6) general stakeholder meetings with various interested parties as designated by City staff. The meetings are anticipated to be two (2) hours in duration inclusive of travel time to and from the meeting. The J2 Team shall have two (2) representatives at each meeting.
- J2 is anticipating three (3) public meetings as designated by City staff. The meetings are anticipated to be three (3) hours in duration inclusive of travel time to and from the meeting. The J2 Team shall have three (3) representatives at each meeting. One or more of the meetings may be virtual per City direction.
- Parks and Recreation Board Meetings: J2 is anticipating two (2) meetings as designated by City staff. The meetings are anticipated to be two (2) hours in duration inclusive of travel time to and from the meeting. J2 will have two (2) representatives at each meeting.

Task 300 – Utility and Civil Coordination

This task involves utility and civil engineering coordination at the conceptual level to ensure that the City and design team are ready when the next phase begins: Final Construction Documents for the project. The J2 Team will coordinate with the civil utility companies, including City of Chandler, to map out the existing utilities and connections. The design team will also evaluate road alignments and irrigation water demand based on the approved master plan.

Task 300 Deliverables shall include the following:

1) Conceptual utility base map overlayed on the master plan document in pdf format.
2) Irrigation water demand estimate in excel format to determine peak water use for the approved master plan.

Task 300 Meetings:

- No additional meetings are anticipated for the Task 300 activities.

J2 Engineering and Environmental Design, LLC
4649 East Cotton Gin Loop, Suite B-2
Phoenix, Arizona 85040
602-438-2221

Design Assumptions & Exclusions:

1. The J2 Team has provided no environmental, cultural, or biological investigations in this scope of work, has no knowledge of any adverse environmental, cultural, or biological conditions on the site/project, and is not responsible for nor has any liability for any such environmental, cultural, or biological conditions should one be found. It is the responsibility of the City to investigate and make these environmental or cultural determinations based on the best knowledge and information available at the time of this project. Clearance to begin work shall be given prior to directing or ordering the preparation of any engineering documents.
2. The City shall make available to the Design Team existing available data and records relevant to the site that the City has available.
3. If available, any Legal descriptions, Boundary Survey, and ALTA shall be provided to the J2 Team by the City.
4. The J2 Team has not included any final design or engineered drawings for this phase of the contract.
5. Utility potholing is not included in this scope of services.

EXHIBIT “B”
COMPENSATION AND FEES

EXHIBIT "B-1"
Lump Sum Cost Per Task

	TASK DESCRIPTION			SUBTOTAL	
Task 1.0 Project Description & Scope of Construction					
Task 2.0 Assignment					
Task 100 Project Master Plan & Phasing Plan					**$ 64,712.00**
101	Preliminary Master Plan Concepts	*$*	*15,813.00*		
102	Project Graphic Imagery Boards for Materials / Amenities	*$*	*6,439.00*		
103	Final Master Plan Concept	*$*	*6,965.00*		
104	3D Perspective Rendering Production	*$*	*8,519.00*		
105	Conceptual Opinion of Probable Construction Costs	*$*	*5,630.00*		
106	Project Phasing Plan	*$*	*1,488.00*		
107	Kickoff Meeting at City and Site Walk	*$*	*2,135.00*		
108	Preliminary Master Plan Bi-weekly Meetings	*$*	*16,076.00*		
109	City-Team Working Sessions at City or J2	*$*	*1,647.00*		
Task 200 Stakeholder and Public Meetings					**$ 7,548.00**
201	General Stakeholder Meetings	*$*	*3,364.00*		
202	Public Meetings	*$*	*3,623.00*		
203	Park and Recreation Board Meetings	*$*	*561.00*		
Task 300 Utility and Civil Coordination					**$ 4,312.00**
301	Conceptual Utility Coordination	*$*	*1,776.00*		
302	Conceptual Civil Engineering and Water Demand Estimate	*$*	*2,536.00*		
Consultant Registered Survey (Subconsultant)					**$ 21,170.00**
	Survey	*$*	*21,170.00*		
MakPro Public and Stakeholder Input (Subconsultant)					**$ 15,300.00**
	Public and Stakeholder Input	*$*	*15,300.00*		
Native Plant Inventory (Allowance)					**$ 10,000.00**
	Plant Inventory	*$*	*10,000.00*		
Wright Engineering (Allowance)					**$ 4,000.00**
	Electrical Engineering	*$*	*4,000.00*		
DLR (Allowance)					**$ 4,000.00**
	Architecture	*$*	*4,000.00*		
NFRA (Allowance)					**$ 4,000.00**
	Civil Roadway and Utilities	*$*	*4,000.00*		
Marc Taylor Inc (Allowance)					**$ 3,000.00**
	Cost Estimating	*$*	*3,000.00*		
Action Sports Design (Allowance)					**$ 2,000.00**
	Skate / Cycle Track Allowance	*$*	*2,000.00*		
Owner Allowance					**$ 15,000.00**
	City of Chandler Owner's Allowance	*$*	*15,000.00*		
	TOTAL COST:				**$ 155,042.00**

DERIVATION OF COST PROPOSAL: MASTER PLAN & PUBLIC INVOLVEMENT

Mesquite Groves Park Phase 1
City of Chandler

J2 Engineering and Environmental Design, LLC

Estimated direct labor and rates

Classification	Estimated Man Hours	Current Rates		Total
Project Principal	11	$206.80		$2,275.00
Project Engineer - Senior	10	$186.12		$1,861.00
Project Engineer	51	$127.96		$6,526.00
Designer - Sr.	164	$122.14		$20,031.00
Project Manager / Senior Land. Arch.	106	$196.46		$20,825.00
Landscape Architect	61	$131.51		$8,022.00
Designer	203	$83.90		$17,032.00
Total Hours	606	**Total Direct Labor**		$76,572.00

Total Estimated Labor:	$76,572
Total Estimated Labor and Overhead:	**$76,572**

Estimated Direct Expenses	Estimated Expenses			Total
Printing, Reproduction, Reprographics, Supplies Etc.	None (included in fee)			$0.00

Total Direct Expenses **$0.00**

Subconsultants: Design

Consultant Registered Survey (Site Survey)	$21,170.00
MakPro Services (Public & Stakeholder Input)	$15,300.00
Native Plant Inventory (Allowance - as needed)	$10,000.00
Wright Engineering (Electrical Allowance - as needed)	$4,000.00
DLR (Architecture Allowance - as needed)	$4,000.00
Nfra (Civil Roadway & Utility Allowance - as needed)	$4,000.00
Marc Taylor Inc (Cost Estimating Allowance - as needed)	$3,000.00
Action Sports Design (Skate / Cycle Track Allowance - as needed)	$2,000.00
City of Chandler Owner Allowance	$15,000.00

Total Outside Services:	$78,470.00
Total Cost J2 and Subconsultants	$155,042
Total Cost:	**$155,042**

J2 Engineering and Environmental Design LLC

Jeffrey Velasquez, PLA, ASLA
Project Manager
Principal Landscape Architect

11-13-23
Date

Mesquite Groves Park Fee Schedule: Master Plan and Public Involvement

10/10/2023

J2 Engineering and Environmental Design, LLC

Task Number	Task:	Project Principal	Project Engineer - Senior	Project Engineer	Designer - Sr.	Project Manager / Senior Land. Arch.	Landscape Architect	Designer	Total
		206.80	186.12	127.96	122.14	196.46	131.51	83.90	
100	**Project Master Plan & Phasing Plan**								
101	Preliminary Master Plan Concepts (2)	4	2	4	24	22	24	44	124
102	Project Graphic Imagery Boards for Materials / Amenities (6)				20	4	4	32	60
103	Final Master Plan Concept (1)	1		1	20	4	8	28	62
104	3D Perspective Rendering Production (6 views)				32	2	4	44	82
105	Conceptual Opinion of Probable Construction Costs	1	1	2	12	4	8	20	48
106	Project Phasing Plan (for 3 phases)				4	1	1	8	14
107	Kickoff Meeting at City of Chandler and Site Walk (1)	3	3		3	3			12
108	Preliminary Master Plan Bi-Weekly Meetings (12)			36	36	36			108
109	City-Team Working Sessions at City or at J2 (2)					4	4	4	12
	Sub-Total Task 100	**9**	**6**	**43**	**151**	**80**	**53**	**180**	**522**
200	**Stakeholder and Public Meetings**								
201	General Stakeholder Meetings (6)					12		12	24
202	Public Meetings (3)				9	9		9	27
203	Park and Recreation Board Meetings (2)					2		2	4
	Sub-Total Task 200	**0**	**0**	**0**	**9**	**23**	**0**	**23**	**55**
300	**Utility and Civil Coordination**								
301	Conceptual Utility Coordination	1	2	4	4	1			12
302	Conceptual Civil Engineering and Water Demand Estimate Coordination	1	2	4		2	8		17
	Sub-Total Task 300	**2**	**4**	**8**	**4**	**3**	**8**	**0**	**29**
	Hours Total	**11**	**10**	**51**	**164**	**106**	**61**	**203**	**606**

EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.

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

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

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

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

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

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

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

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

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

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

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

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

3. Additional Policy Provisions Required.

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

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

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

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

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

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

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

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

3.2. *Insurance Cancellation During Term of Agreement.*

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

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

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

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

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

EXHIBIT "D"
SPECIAL CONDITIONS

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

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

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

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

EXHIBIT "E"
SUBCONSULTANT DOCUMENTS WITH CONSULTANT

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

CONSULTANT REGISTERED SURVEYING INC.
CARL SITTERLEY, R.L.S.

MAILING ADDRESS: 3370 N. Hayden, Suite #123, **P.M.B. 567**
Scottsdale, Arizona 85251
OFFICE ADDRESS: 8732 E. Piccadilly Rd.
Scottsdale, Arizona 85251

PHONE: (480) 620-1382
E-mail:
csitterley-crs@cox.net

October 2, 2023

Attn: Jeff Velasquez, R.L.A., A.S.L.A., Vice President, Landscape Architect
J2 Engineering and Environmental Design, LLC.
4649 East Cotton Gin Loop, Suite B2
Phoenix, AZ 85040

RE Mesquite Grooves Park, City of Chandler, Arizona—Aerial Map defined Topo Zone.
Topographic Survey and Ground horizontal / vertical surveying control.
Located in S.E. Quarter Section 29, T2S, R6E, G&SRM.

The purpose of this project is to complete a detailed topographic mapping for future design of a large park. The topo-area indicated on the attached, CRS created, Assessor aerial map exhibit.

This project anticipates completing a topographic survey of the area shown on the attached exhibit. The north limits of the site topo will be to the south top edge of an east-west concrete ditch. The east limit of the site will be to the first dashed lane line of Val Vista Road that is east of the existing west curb line. The west limit of the site will generally be described as the existing east block wall of the residential subdivision. The southerly limit of the site is defined is two areas. Primarily the south limits will be to observations sufficient in the north edge of the high school sports field area that is generally a DG paved maintenance road or access path. Observations along this path will be taken to gain perspective of the drainage slope either towards or away from the future park site. The secondary south zone is related to provide the designer with sufficient existing roadway (Hillcrest) and sufficient parking area access road observations that will enable the designer to connect future park improvements. This existing parking access road and parking north area will be evaluated for drainage pipes and headwalls that currently define the parking area drainage pattern. CRS will make observations on the tie-in locations of the perimeter walks and parking areas as needed. In addition, CRS will make observations within a block wall enclosed well site at the northwest corner area of the high school complex. Any marked visible underground utilities will be observed at the time of the field topo observations. J2 or the City should arrange for utility marking prior to CRS site visit. Topographic survey will be completed in Autodesk 2007 format with a DTM data base, 3D lines, and 0.2' contours provided. CRS will also provide a coma delimited point ASCII file for the site point observations. A sealed rough plot and printed survey points will be provided with the survey package as professional deliverable of the electronic files stated to be provided. The CAD and plot of the site will be completed to a general scale of 1"=40' unless a more desirable scale is determined.

CRS will require access to locked gates and to the well site to complete observations. Additionally, the Basha High School should be notified of CRS activities and that CRS will on occasion access through the temporary construction fence to complete topo observations on the north side of the sports field zone.

(continued page 2 of 2)

This project will be referenced to the existing City of Chandler published horizontal and vertical datum (see attached). The NAVD88 vertical datum will be check-referenced to the local GDACS sectional plat for location Section 29 monuments. The horizontal datum will be ground coordinates referenced to the said GDACS plats Arizona Central Zone State Plane Coordinates. The basis of coordinates or horizontal datum for this project will be ground coordinates scaled to ground by a Grid-to-Ground Combined scale factor of 1.00015364 using the GDACS published MCR Book 589, page 47 (see attached), point number 20602-1M scale factor at the south quarter corner of referenced Section 20. CRS will set approximately 20 local control points, both horizontal and vertical, around the site/park area for future plan/construction control reference. This scope of work does include base mapping for the park site. CRS will plot in CAD (see attached): the existing plat for Basha High School (Lot 1, MCR 608-35); plot in CAD the existing residential sub-division plat "Citrus Preserve" (MCR 628-24); the unrecorded relationship of Parcels 1 and 2 of a 2001 ALTA Survey by Brady (MCDOT DIN 91731-1 and DIN 91736-1); and the potential relationship of the 2007 Record of Survey (MCR 958 12). This Scope of Services does NOT include any kind of boundary survey, boundary survey monument recovery or the setting of any boundary survey monuments. This scope of services does NOT include obtaining a site Title Report or the plotting of any Schedule "B" encumbrance documents that would be shown on a Title Report. Any found surveying monuments, provided as control, or recovered from topo-survey observations, are assumed to already be of record and should be protected or replaced with design plan improvements to meet the current Arizona Boundary Survey Minimum Standards.

CRS anticipates:
--12 hours of 1-man crew establishing surveying control;
--23 hours of 1-man crew travel time to and from site;
--102 hours of 1-man crew site robotic topo-survey observations;
--80 hours of office time complete topo data processing in CAD and;
--30 hours of office time base mapping, site research, and provide Survey Package to J2.

CRS invoices $110 per hour for both a 1-man crew and office land surveying services.

With the stated assumptions, the itemized cost is as follows:

1-Man Crew time 137 hours =	$15,070.00
Office Land Surveying Services 110 hours	$12,100.00
Total not-to-exceed fee estimate=	**$21,170.00**

CRS is fully insured with general liability, professional liability, commercial auto, and workers compensation insurance, and will provide insurance certificates on request.

Map with topo-survey limits shown attached for reference.
Recorded Plats, MCDOT surveys, Chandler Benchmarks, GDACS plat, for site attached for reference.

Thank you for this continued opportunity to be of service to J2 and to the City of Chandler.

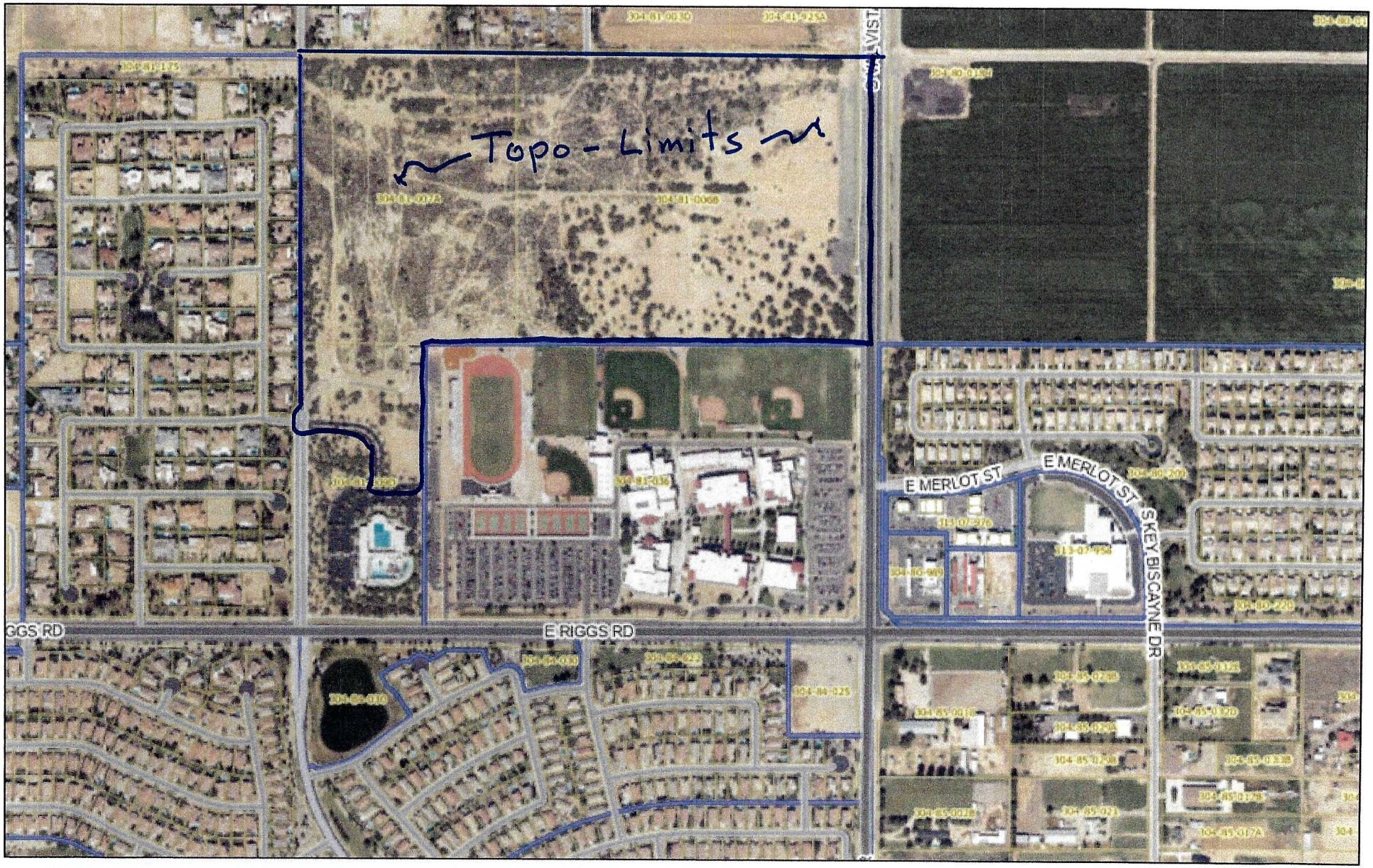
This proposal to be attached to any contract.

Sincerely,
CONSULTANT REGISTERED SURVEYING, INC.



Carl Sitterley, RLS
President

Map



October 1, 2023

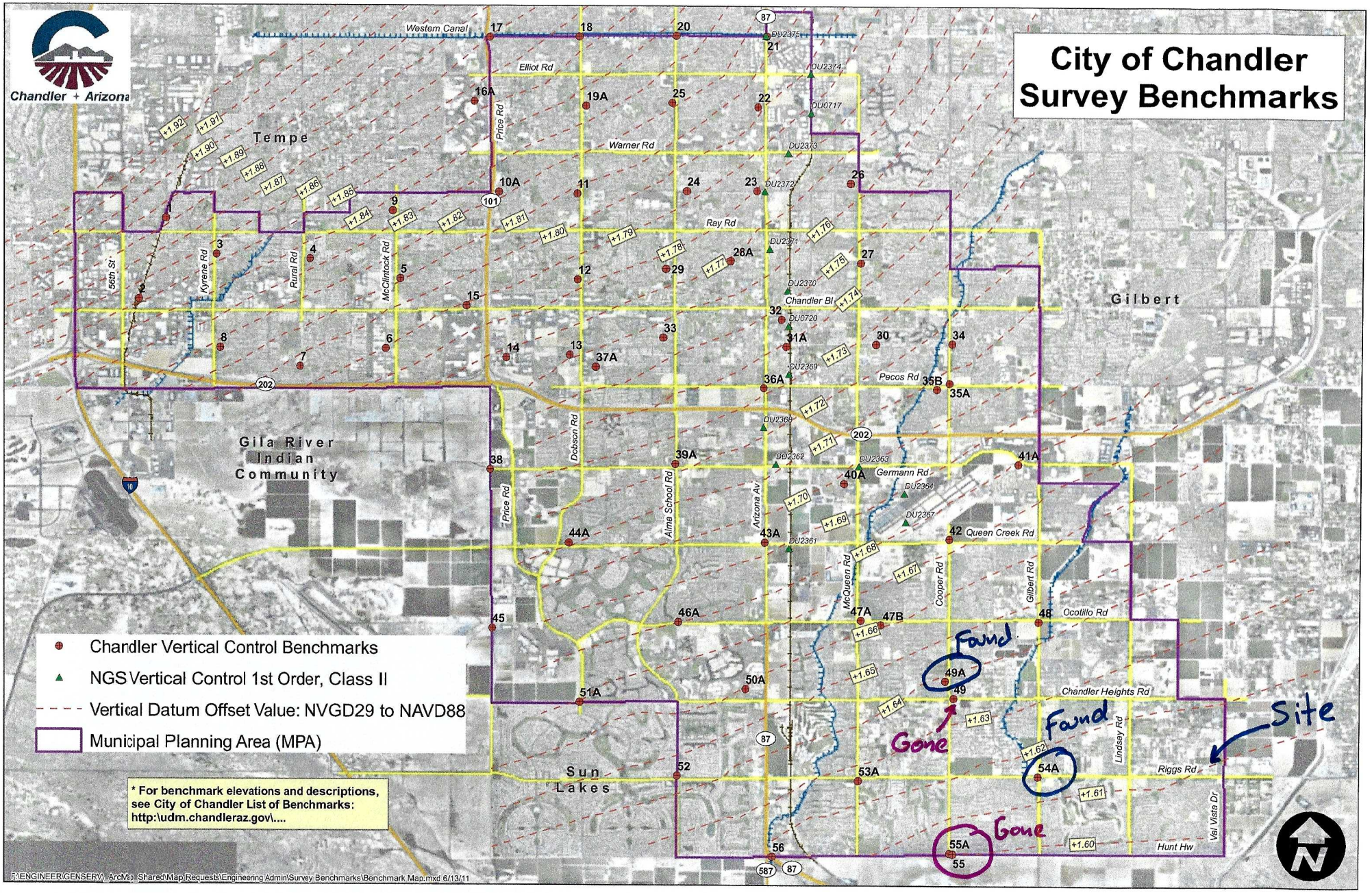
1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

Maricopa County GIO, Maricopa County Assessor's Office

2023 - Maricopa County Assessor's Office


City of Chandler
Survey Benchmarks
Chandler + Arizona
Western Canal
Elliot Rd
Warner Rd
Ray Rd
Chandler Bl
Pecos Rd
Germann Rd
Queen Creek Rd
Ocotillo Rd
Chandler Heights Rd
Riggs Rd
Hunt Hw
Price Rd
Dobson Rd
Alma School Rd
Arizona Av
McQueen Rd
Cooper Rd
Gilbert Rd
Lindsay Rd
Val Vista Dr
56th St
Kyrene Rd
Rural Rd
McClintock Rd
Tempe
Gilbert
Gila River Indian Community
Sun Lakes
Found
Gone
Found
Gone
Site
Chandler Vertical Control Benchmarks
NGS Vertical Control 1st Order, Class II
Vertical Datum Offset Value: NVGD29 to NAVD88
Municipal Planning Area (MPA)
* For benchmark elevations and descriptions, see City of Chandler List of Benchmarks: http:\udm.chandleraz.gov\....
F:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Engineering Admin\Survey Benchmarks\Benchmark Map.mxd 6/13/11



PLSS SUBDIVISION RECORD OF SURVEY

MARICOPA COUNTY GEODETIC DENSIFICATION AND CADASTRAL SURVEY

SECTIONS 1 THROUGH 36 IN TOWNSHIP 2 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN

GENERAL PURPOSE STATEMENT

THE PURPOSE OF THIS SURVEY IS TO DETERMINE AND PRESERVE UNITED STATES PUBLIC LAND SURVEY (USPLS) CORNERS. THE SECTION LINES SHOWN HEREON MAY NOT BE THE ACTUAL LEGAL BOUNDARIES OF THE SECTIONS DUE TO THE FACT THAT CONTROLLING CORNERS MAY EXIST THAT ARE NOT SHOWN OR WERE NOT SURVEYED.

SURVEYOR'S NOTES

1. AMEC produced this plat for and under contract to and under the direction of Maricopa County Department of Transportation (MCDOT). The information contained is deemed reliable, but prospective users of this information are advised to satisfy themselves as to the accuracy of this information prior to the use of the information shown.
2. MCDOT personnel did not perform the survey, analysis or any corner determination and therefore assumes no liability for the information contained in this instrument or attached instruments. The information is deemed reliable but is not guaranteed and should always be verified by the user.
3. The information contained on this plat conforms with the current minimum standards of an urban class survey as outlined in the Codes and Rules of the Arizona State Board of Technical Registration.
4. The positional values for the surveyed monuments were derived utilizing a weighted average of a minimum of two 90 second Real Time Kinematic GPS observations with independently gained on the fly initializations, post processing GPS, or double turned conventional total station observations by AMEC relative to NGS published control points.
5. The positional values for the control points utilized for this survey were processed and adjusted by the MCDOT from static GPS field observations collected by consultants under contract by MCDOT following the National Oceanic and Atmospheric Administration Technical Memorandum National Ocean Service National Geodetic Survey -58 Guidelines for Establishing GPS-Derived Ellipsoid Heights (Standards: 2CM and 5 CM) Version 4.3. The data was adjusted utilizing NGS A Order control and adjacent Continuously Operating Reference Station sites with values published in State Plane Coordinate System, North American Datum (NAD) of 1983 (1992 EPOCH), Arizona Central Zone.
6. All bearings and distances, measured (M) and calculated (C) shown on this plat are represented in State Plane NAD 83 (1992 Epoch) Arizona Central Zone, unless specifically noted otherwise. All distances shown are horizontal and are represented in International feet and decimals of feet, unless specifically noted otherwise.
7. The elevations shown were derived using the procedures as outlined in Item 5 in conjunction with geoid 99 and a vertical adjustment. (See #8 Coordinate System Meta Data). These GPS derived elevations are not a substitute for differential leveling and the user assumes any risk associated with their use.
8. COORDINATE SYSTEM META DATA
   UNITS: International Feet (ift)
   DATUM: GRS-80
   PROJECTION: NAD 83 (Epoch 1992), Arizona, Central Zone
   GEOID MODEL: Geoid 99
   HORIZONTAL ADJUSTMENT: NONE
   VERTICAL ADJUSTMENT: Origin North: 876748.214 ift
   Origin East: 816963.987 ift
   Constant Adjustment: 0.1253 ift
   Slope North: -0.1908278 ppm
   Slope East: -0.0027077 ppm

   For additional information visit: www.mcdot.maricopa.gov, keyword GDACS

1500 0 1500 3000 4500
Scale: 1" = 1500'(M)

SURVEYOR'S CERTIFICATION

I, GERALD HUGHES, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS MAP OR PLAT CONSISTING OF FIVE (5) SHEETS REPRESENTS A SURVEY PERFORMED UNDER MY SUPERVISION DURING THE MONTHS OF JUNE 2001 TO NOVEMBER 2001; THAT THE SURVEY IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

GERALD HUGHES RLS 15573

LEGEND

- NGS CONTROL STATION
- FOUND CORNER ACCEPTED
- FOUND CORNER REPLACED
- FOUND CORNER MODIFIED
- FOUND MISCELLANEOUS MONUMENT
- SET CORNER
- LOCALLY ESTABLISHED SECTION OR MID-SECTION LINE
- NOT FOUND, NOT SET
- MR METAL ROD
- RB REBAR
- IP IRON PIPE
- STN STONE
- APPROXIMATE SECTION LINE
- -Z CALCULATED POINT
- -*M MODIFIED / REFURBISHED
- R* REFRNECE MONUMENT
- -W* WITNESS CORNER
- (M) MEASURED
- (C) CALCULATED

MARICOPA COUNTY
DEPARTMENT OF TRANSPORTATION
CONSTRUCTION AND OPERATIONS DIVISION

SECTIONS 1 THROUGH 36 IN
TOWNSHIP 2 SOUTH RANGE 6 EAST
MCDOT PROJECT 40069012

	BY	DATE
DRAWN	A.GRASS/J.KRAFT	12-10-01
CHECKED	GERALD HUGHES, R.L.S.	12-13-01
CHECKED	BRIAN DALAGER, R.L.S.	XX

AMEC INFRASTRUCTURE, INC.
4435 E. HOLMES
MESA, ARIZONA (480) 830-3700

BOOK 589 PAGE 47
OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2002-0382658
04/15/2002 02:59 PM

589.47

SHEET 1 OF 10

"BASHA HIGH SCHOOL"

A MINOR LAND DIVISION OF A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

BOOK 608 PAGE 35
OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER
HELEN PURCELL
2002-1046505
10/08/2002 11:17 AM

SURVEYOR'S NOTES:

1. FOUND MONUMENTS ARE AS DESCRIBED HEREON.
2. ALL MONUMENTS SET BY THIS SURVEYOR ARE IDENTIFIED AS BEING A 1/2 INCH X 18 INCH REBAR WITH BRASS TAB STAMPED RLS 22265 ATTACHED THERETO, UNLESS OTHERWISE NOTED HEREON.
3. (M) = AS MEASURED BY THIS SURVEYOR.
4. (R) = MEASUREMENTS PER DOCUMENTS OF RECORD AS FOLLOWS: MARICOPA COUNTY RECORDER'S OFFICE (M.C.R.).

BASIS OF BEARINGS:

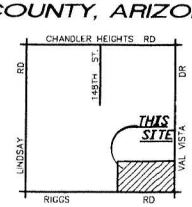
THE BEARING OF NORTH 89°48' 20" EAST AS SHOWN ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 29, EQUALS THE BEARING OF NORTH 89°56'18" EAST AS SHOWN ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, WAS TAKEN FROM "SUN GROVES PARCELS 9 & 10" A SUBDIVISION RECORDED IN BOOK 556 OF MAPS, PAGE 37 RECORDS OF MARICOPA COUNTY, ARIZONA.

AREA SUMMARY

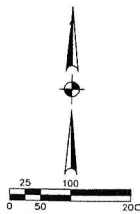
LOT	ACRES (MORE OR LESS)	ZONING
1	57.9244	
TOTAL SUBDIVISION GROSS AREA INCLUDING RIGHT-OF-WAY	63.0218	AG-1

LEGEND

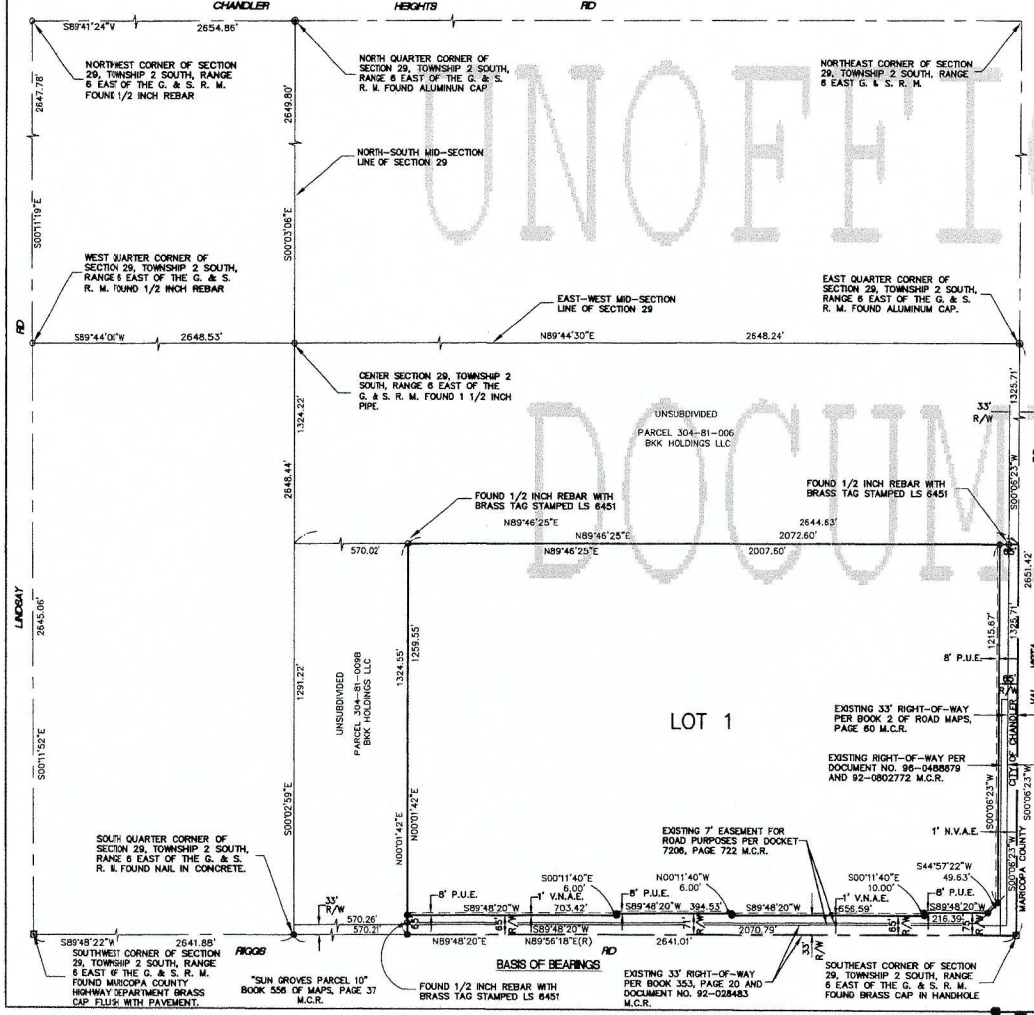
P.U.E.	PUBLIC UTILITY EASEMENT
V.N.A.E.	VEHICULAR NON - ACCESS EASEMENT
R/W	RIGHT OF WAY
⊙	BRASS CAP
M.C.R.	MARICOPA COUNTY RECORDS
⊢	INDICATES CORNER 1/2" REBAR SET
———	SUBDIVISION BOUNDARY
- - - -	EASEMENT
— — —	MONUMENT LINE
———	STREET RIGHT -OF WAY LINES
●	SET REBAR R.L.S.#22265
⊡	FOUND BRASSCAP IN H.H.
⊙	FOUND MONUMENT AS NOTED
○	FOUND REBAR
◉	FOUND BRASS OF ALUMINUM CAP FLUSH



VICINITY MAP
NOT TO SCALE



SCALE: 1"=200'



DEVELOPER:

CHANDLER UNIFIED SCHOOL DISTRICT NO. 80
1525 W FRYE ROAD
CHANDLER, ARIZONA 85248
(480) 812-7000

DEDICATION

STATE OF ARIZONA)
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT CHANDLER UNIFIED SCHOOL DISTRICT NO. 80, OF MARICOPA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA AS OWNER, HAS SUBDIVIDED, UNDER THE NAME OF "BASHA HIGH SCHOOL" A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY PUBLISHES THIS MINOR LAND DIVISION AS AND FOR THE PLAT OF "BASHA HIGH SCHOOL", AND HEREBY DECLARES THAT SAID MINOR LAND DIVISION SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOT, STREETS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN EACH RESPECTIVELY ON SAID MINOR LAND DIVISION. CHANDLER UNIFIED SCHOOL DISTRICT NO. 80, OF MARICOPA COUNTY, A POLITICAL SUBDIVISION OF THE SATE OF ARIZONA, AS OWNERS DEDICATES TO THE PUBLIC FOR USE AS SUCH THE STREETS AND EASEMENTS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

EASEMENTS TO BE DEDICATED AS SHOWN ON THIS MINOR LAND DIVISION THE MAINTENANCE OF LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE THE RESPONSIBILITY OF CHANDLER UNIFIED SCHOOL DISTRICT NO. 80

IN WITNESS WHEREOF, CHANDLER UNIFIED SCHOOL DISTRICT NO. 80, OF MARICOPA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, AS OWNER, HAS HEREUNDER CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF Camille Casteel, ITS Superintendent THEREUNTO DULY AUTHORIZED THIS 9th DAY OF July, 2002.

ACKNOWLEDGMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA)

ON THIS 9th DAY OF July, 2002, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED Camille Casteel WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

Linda M. Williams
NOTARY PUBLIC

4-30-06
MY COMMISSION EXPIRES

MY COMMISSION EXPIRES
_____, 20__

LINDA M. WILLIAMS
Notary Public - Arizona
MARICOPA COUNTY
My Commission Expires
APRIL 30, 2006

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT THIS MINOR LAND DIVISION IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREIN HAVE BEEN EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

RUSSELL A. JOHNSON, R.L.S.
ARIZONA REG. NO. 22265

LEGAL DESCRIPTION:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 29;
THENCE SOUTH 89°48'20" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 2070.79 FEET; THENCE NORTH 00°01'42" EAST, A DISTANCE OF 1324.55 FEET;
THENCE NORT 89°46'25" EAST, A DISTANCE OF 2072.60 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29;
THENCE SOUTH 00°06'23" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 1325.71 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 63.0218 ACRES, MORE OR LESS.

NOTES:

1. CONTRUCTION WITHIN UTILITY EASEMENT SHALL BE LIMITED TO UTILITIES, FENCE AND DRIVEWAYS.
2. NO STRUCTURES OR VEGITATION OF ANY KIND THAT WOULD IMPEDE THE FLOW OF WATER THROUGH THE EASEMENTS MAY BE CONSTRUCTED, PLANTED OR ALLOWED TO GROW WITHIN DRAINAGE EASEMENTS.

EASEMENT NOTE:

A TYPICAL 1 FOOT VEHICULAR NON - ACCESS EASEMENT ALONG RIGGS ROAD AND VAL VISTA DRIVE, EXCEPT AT APPROVED DRIVEWAY LOCATIONS.

APPROVALS:

THIS IS TO CERTIFY THAT IN MY OPINION THIS MINOR LAND DIVISION MEETS ALL OF THE REQUIREMENTS OF SECTION 48-13 OF THE CITY CODE AND THE APPLICATION CONFORMS TO GOOD LAND PLANNING POLICIES AND ALL NEW LOTS, PARCELS AND TRACTS CREATED ARE SUITABLE FOR THE PURPOSE FOR WHICH THEY ARE PLATTED.

PLANNING DIRECTOR — 10/7/02 DATE

THIS IS TO CERTIFY THAT ALL ENGINEERING CONDITIONS AND REQUIREMENTS OF THE CITY CODE HAVE BEEN COMPLIED WITH AND THAT THIS MINOR LAND DIVISION IS LOCATED WITHIN AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576, ARIZONA REVISED STATUTES.

CITY ENGINEER — 10/7/02 DATE

HESS - ROUNTREE, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
9831 SOUTH 51ST STREET, SUITE C110
PHOENIX, ARIZONA 85044 (480)496-0244

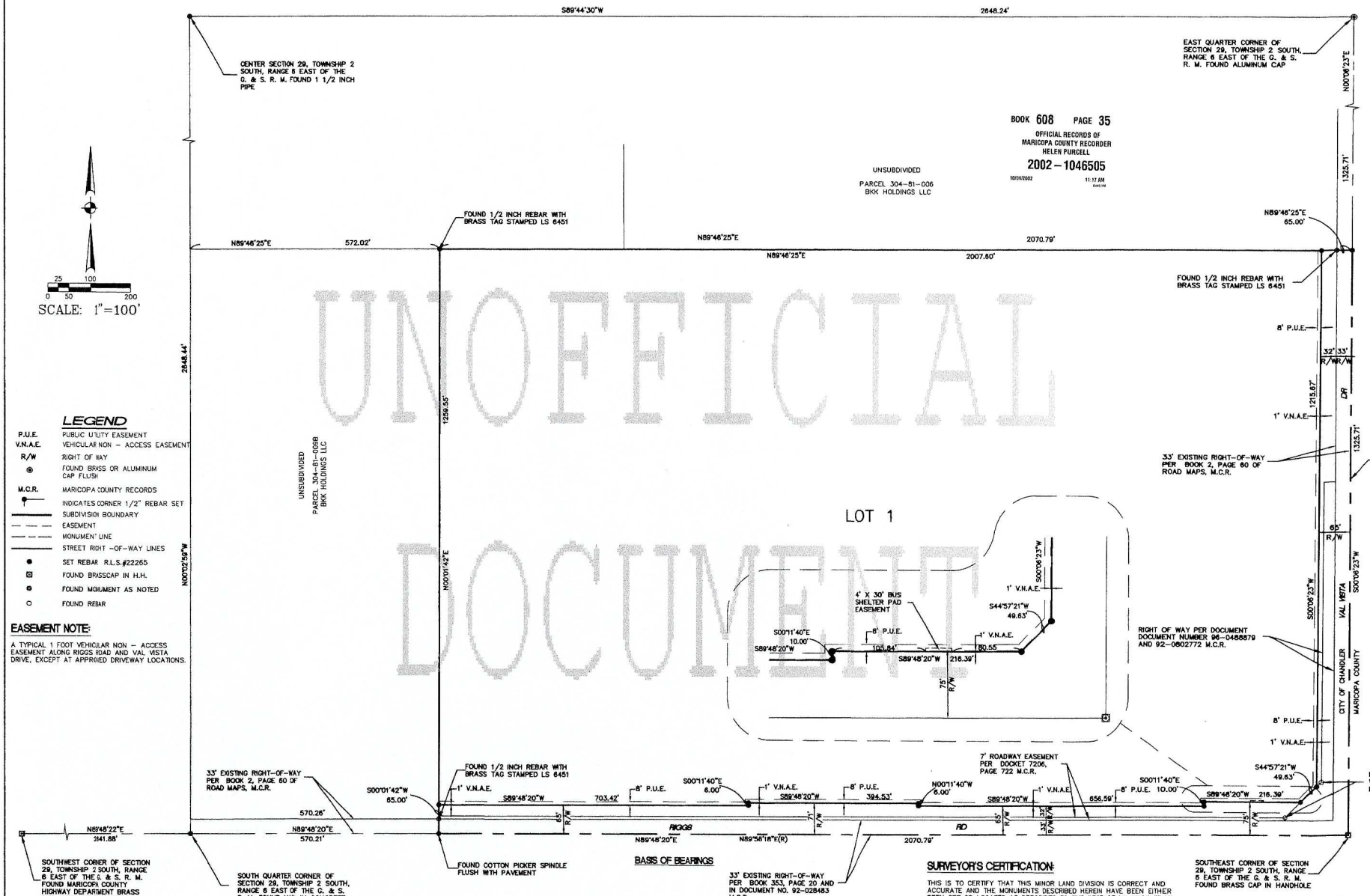
JOB NO. 0201-0

SHEET 1 OF 2

C.O.C. LOG NO. FPT 02-000

U08-35

UNOFFICIAL DOCUMENT



UNOFFICIAL DOCUMENT

LEGEND

P.U.E.	PUBLIC UTILITY EASEMENT
V.N.A.E.	VEHICULAR NON – ACCESS EASEMENT
R/W	RIGHT OF WAY
◉	FOUND BRASS OR ALUMINUM CAP FLUSH
M.C.R.	MARICOPA COUNTY RECORDS
●—	INDICATES CORNER 1/2" REBAR SET
———	SUBDIVISION BOUNDARY
– – –	EASEMENT
— — —	MONUMENT LINE
———	STREET RIGHT –OF–WAY LINES
●	SET REBAR R.L.S.#22265
⊠	FOUND BRASSCAP IN H.H.
⊙	FOUND MONUMENT AS NOTED
○	FOUND REBAR

EASEMENT NOTE:

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BASIS OF BEARINGS

BASIS OF BEARINGS

THE BEARING OF NORTH 89°48' 20" EAST AS SHOWN ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 29, EQUALS THE BEARING OF NORTH 89°58'18" EAST AS SHOWN ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, WAS TAKEN FROM "SUN GROVES PARCELS 9 & 10" A SUBDIVISION RECORDED IN BOOK 556 OF MAPS, PAGE 37 RECORDS OF MARICOPA COUNTY, ARIZONA.

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RUSSELL A. JOHNSON, R.L.S.
ARIZONA REG. NO. 22265

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
22265
RUSSELL A. JOHNSON
30 JUNE 2004
ARIZONA, U.S.A.

BASHA HIGH SCHOOL

HESS – ROUNTREE, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
9831 SOUTH 51ST STREET, SUITE C110
PHOENIX, ARIZONA 85044 (480)496-0244

JOB NO. 0201-01

SHEET 2 OF 2

C.O.C. LOG NO. FPT 02-0007

608-35

A FINAL PLAT OF CITRUS PRESERVE

A Portion of Section 29, T.2 S., R. 6 E., of the Gila and Salt River Meridian Maricopa County, Arizona

LOT AREAS

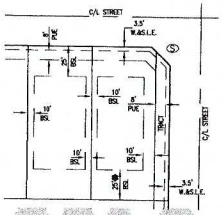
Lot1	19,543	s.f.	0.4486 acres	Lot76	18,594	s.f.	0.4269 acres
Lot2	19,543	s.f.	0.4486 acres	Lot77	18,574	s.f.	0.4264 acres
Lot3	20,385	s.f.	0.4680 acres	Lot78	18,837	s.f.	0.4324 acres
Lot4	23,686	s.f.	0.5438 acres	Lot79	18,663	s.f.	0.4284 acres
Lot5	22,707	s.f.	0.5213 acres	Lot80	20,943	s.f.	0.4808 acres
Lot6	23,463	s.f.	0.5386 acres	Lot81	20,370	s.f.	0.4676 acres
Lot7	22,008	s.f.	0.5052 acres	Lot82	20,375	s.f.	0.4677 acres
Lot8	22,466	s.f.	0.5158 acres	Lot83	20,375	s.f.	0.4677 acres
Lot9	22,447	s.f.	0.5153 acres	Lot84	20,375	s.f.	0.4677 acres
Lot10	22,428	s.f.	0.5149 acres	Lot85	20,375	s.f.	0.4677 acres
Lot11	22,081	s.f.	0.5069 acres	Lot86	20,375	s.f.	0.4677 acres
Lot12	21,861	s.f.	0.5019 acres	Lot87	20,375	s.f.	0.4677 acres
Lot13	29,035	s.f.	0.6666 acres	Lot88	20,375	s.f.	0.4677 acres
Lot14	27,987	s.f.	0.6425 acres	Lot89	19,617	s.f.	0.4504 acres
Lot15	18,644	s.f.	0.4280 acres	Lot90	19,163	s.f.	0.4399 acres
Lot16	18,624	s.f.	0.4276 acres	Lot91	19,922	s.f.	0.4574 acres
Lot17	18,656	s.f.	0.4283 acres	Lot92	18,891	s.f.	0.4337 acres
Lot18	18,676	s.f.	0.4287 acres	Lot93	18,750	s.f.	0.4304 acres
Lot19	28,400	s.f.	0.6520 acres	Lot94	18,750	s.f.	0.4304 acres
Lot20	28,482	s.f.	0.6539 acres	Lot95	18,750	s.f.	0.4304 acres
Lot21	21,897	s.f.	0.5027 acres	Lot96	18,744	s.f.	0.4303 acres
Lot22	21,917	s.f.	0.5031 acres	Lot97	18,744	s.f.	0.4303 acres
Lot23	21,937	s.f.	0.5036 acres	Lot98	18,750	s.f.	0.4304 acres
Lot24	21,957	s.f.	0.5041 acres	Lot99	18,750	s.f.	0.4304 acres
Lot25	21,977	s.f.	0.5045 acres	Lot100	18,750	s.f.	0.4304 acres
Lot26	21,998	s.f.	0.5050 acres	Lot101	18,750	s.f.	0.4304 acres
Lot27	22,009	s.f.	0.5052 acres	Lot102	18,750	s.f.	0.4304 acres
Lot28	20,583	s.f.	0.4725 acres	Lot103	18,639	s.f.	0.4279 acres
Lot29	27,376	s.f.	0.6285 acres	Lot104	18,750	s.f.	0.4304 acres
Lot30	24,996	s.f.	0.5738 acres	Lot105	18,750	s.f.	0.4304 acres
Lot31	24,093	s.f.	0.5531 acres	Lot106	18,750	s.f.	0.4304 acres
Lot32	23,170	s.f.	0.5319 acres	Lot107	18,750	s.f.	0.4304 acres
Lot33	23,163	s.f.	0.5318 acres	Lot108	18,750	s.f.	0.4304 acres
Lot34	23,092	s.f.	0.5301 acres	Lot109	18,750	s.f.	0.4304 acres
Lot35	22,029	s.f.	0.5057 acres	Lot110	18,750	s.f.	0.4304 acres
Lot36	19,696	s.f.	0.4522 acres	Lot111	18,750	s.f.	0.4304 acres
Lot37	18,796	s.f.	0.4315 acres	Lot112	18,667	s.f.	0.4285 acres
Lot38	18,750	s.f.	0.4304 acres	Lot113	19,509	s.f.	0.4479 acres
Lot39	18,750	s.f.	0.4304 acres	Lot114	20,375	s.f.	0.4677 acres
Lot40	18,981	s.f.	0.4357 acres	Lot115	19,750	s.f.	0.4534 acres
Lot41	18,785	s.f.	0.4312 acres	Lot116	20,325	s.f.	0.4666 acres
Lot42	18,750	s.f.	0.4304 acres	TractA	53,481	s.f.	1.2277 acres
Lot43	18,750	s.f.	0.4304 acres	TractC	107,758	s.f.	2.4738 acres
Lot44	18,743	s.f.	0.4303 acres	TractD	9,306	s.f.	0.2137 acres
Lot45	18,727	s.f.	0.4299 acres	TractE	4,845	s.f.	0.1112 acres
Lot46	18,755	s.f.	0.4305 acres	TractF	3,237	s.f.	0.0743 acres
Lot47	18,750	s.f.	0.4304 acres	TractG	9,018	s.f.	0.2070 acres
Lot48	18,775	s.f.	0.4310 acres	TractH	47,216	s.f.	1.0839 acres
Lot49	19,545	s.f.	0.4487 acres	TractI	5,141	s.f.	0.1180 acres
Lot50	19,413	s.f.	0.4457 acres	TractJ	4,982	s.f.	0.1139 acres
Lot51	18,584	s.f.	0.4265 acres	TractK	112,803	s.f.	2.5896 acres
Lot52	18,750	s.f.	0.4304 acres	TractL	4,275	s.f.	0.0981 acres
Lot53	18,748	s.f.	0.4304 acres	TractM	4,275	s.f.	0.0981 acres
Lot54	18,756	s.f.	0.4306 acres	TractN	4,275	s.f.	0.0981 acres
Lot55	18,750	s.f.	0.4304 acres	TractP	4,686	s.f.	0.1076 acres
Lot56	18,750	s.f.	0.4304 acres	TractQ	3,237	s.f.	0.0743 acres
Lot57	18,750	s.f.	0.4304 acres	TractR	3,359	s.f.	0.0771 acres
Lot58	18,914	s.f.	0.4342 acres	TractS	3,237	s.f.	0.0743 acres
Lot59	18,750	s.f.	0.4304 acres	TractT	4,275	s.f.	0.0981 acres
Lot60	18,973	s.f.	0.4356 acres	TractU	32,088	s.f.	0.7366 acres
Lot61	19,131	s.f.	0.4392 acres	TractV	30,121	s.f.	0.6915 acres
Lot62	19,795	s.f.	0.4544 acres	TractW	155,590	s.f.	3.5719 acres
Lot63	18,817	s.f.	0.4320 acres	TractBA	355	s.f.	0.0082 acres
Lot64	18,426	s.f.	0.4230 acres	TractBC	97	s.f.	0.0022 acres
Lot65	18,679	s.f.	0.4288 acres	TractOA	194	s.f.	0.0024 acres
Lot66	18,750	s.f.	0.4304 acres	TractOB	269	s.f.	0.0062 acres
Lot67	18,750	s.f.	0.4304 acres	TractPS	120,596	s.f.	2.7685 acres
Lot68	18,750	s.f.	0.4304 acres	RW	429,808	s.f.	9.8670 acres
Lot69	20,576	s.f.	0.4724 acres	Total	3,500,076	s.f.	80.3507 acres
Lot70	20,299	s.f.	0.4660 acres				
Lot71	18,986	s.f.	0.4359 acres	BDRY	3,500,075	s.f.	80.3507 acres
Lot72	18,986	s.f.	0.4359 acres				
Lot73	18,523	s.f.	0.4252 acres				
Lot74	18,606	s.f.	0.4271 acres				
Lot75	18,626	s.f.	0.4276 acres				

DEVELOPER

VASARO, L.L.C.,
AN ARIZONA LIMITED LIABILITY COMPANY
c/o WILLIS PROPERTIES
3850 EAST BASELINE ROAD
SUITE 118
MESA, AZ 85206
480-507-6200

BASIS OF BEARING

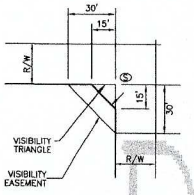
THE SOUTH LINE OF THE SOUTHEAST QUARTER, SECTION 29, N89°48'20"E (BASHA HIGH SCHOOL, BK. 608, PG. 35)



TYPICAL MINIMUM BUILDING SETBACKS

Ⓢ SIGHT VISIBILITY TRIANGLE, SEE DETAIL THIS SHEET

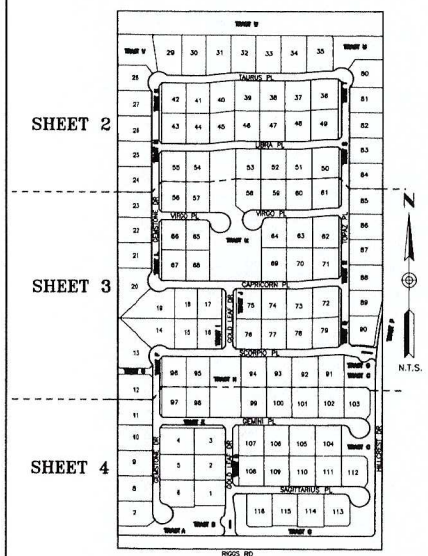
● 25' REAR SETBACK FOR SINGLE STORY, 35' REAR SETBACK FOR TWO STORY; THE REAR SETBACK FOR LOTS 7-13, 20-35 SHALL BE A MINIMUM OF 30 FEET (SINGLE STORY) AND 40 FEET (TWO STORY); THERE SHALL BE A MIN. 5' DIFFERENTIAL ON THE REAR SETBACK BETWEEN ADJACENT LOTS ALONG LOTS 29-35



TYPICAL CORNER SIGHT VISIBILITY EASEMENT

(PER CITY OF CHANDLER POLICIES AND GUIDELINES FOR STREET DESIGN AND ACCESS CONTROL 3.6-2 & FIGURE 5)

ANY OBJECT, WALL, STRUCTURE, MOUND OR LANDSCAPE (MATURE) OVER 24" IN HEIGHT IS NOT ALLOWED WITHIN THE VISIBILITY EASEMENT EXCEPT TREES TRIMMED TO NOT LESS THAN 6' ABOVE THE GROUND. THE TREES SHALL BE SPACED NOT LESS THAN 8' APART.



LEGEND

- ⊙ Indicates Set Brass Cap
- ⊡ Indicates Found Monument, as noted
- • Indicates Corner of Subdivision
- Indicates Boundary of this Subdivision
- Indicates 8' Public Utilities Easement
- 8' P.U.E. Indicates 1' Vehicular Non Access Easement
- W. & S.L.E. Indicates City of Chandler Water and Street Light Easement
- R1 Indicates Sun Groves, Bk. 556, Pg. 33, M.C.R.
- R2 Indicates Basha H.S. Site, Bk. 608, Pg. 35, M.C.R.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT VASARO, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER; HAS SUBDIVIDED UNDER THE NAME OF CITRUS PRESERVE, A PORTION OF SECTION 29, T. 2 S., R. 6 E. GILA & SALT RIVER MERIDIAN MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED BY THE LEGAL DESCRIPTION SHOWN HEREON, AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF SAID CITRUS PRESERVE, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, STREET AND TRACT, AND THAT EACH LOT, STREET AND TRACT SHALL BE KNOWN BY THE NUMBER, NAME, AND LETTER GIVEN TO EACH RESPECTIVELY. EASEMENTS TO BE DEDICATED AS SHOWN ON THIS PLAT. RIGGS ROAD AND HILLCREST DRIVE AS SHOWN HEREON ARE HEREBY DEDICATED TO THE CITY OF CHANDLER. TRACT PS SHALL BE A PRIVATE STREET OVER WHICH NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS, FOR EMERGENCY VEHICLES, PUBLIC UTILITIES, WATER & SEWER EASEMENT AND STORM DRAINAGE ARE HEREBY GRANTED. A DRAINAGE AND RETENTION EASEMENT IS HEREBY DEDICATED ACROSS THE ENTIRE AREA OF TRACTS A, C, H, K, P, U, V AND PS. THE MAINTENANCE OF LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY TO BACK-OF-CURB SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OR THE ABUTTING LOT/TRACT/PARCEL OWNER. TRACTS A THROUGH V AND PS ARE NOT TO BE CONSTRUED TO BE DEDICATED TO THE PUBLIC, BUT ARE TO BE CONVEYED TO VASARO HOMEOWNERS ASSOCIATION, FOR ITS USE AND ENJOYMENT AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON AREAS. A PUBLIC UTILITY EASEMENT IS HEREBY GRANTED OVER THE ENTIRE AREA OF TRACTS B, C, AND PS. AN INGRESS/EGRESS EASEMENT IS HEREBY GRANTED OVER THE ENTIRE AREA OF TRACTS G AND PS. THE IRRIGATION EASEMENT WITHIN TRACT G IS FOR THE USE AND BENEFIT OF THE DOWNSTREAM PROPERTY OWNER(S), AND SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION. TRACT W SHALL BE CONVEYED TO THE CITY OF CHANDLER, BY SEPARATE INSTRUMENT, AFTER RECORDATION OF THIS PLAT.

IN WITNESS WHEREOF: VASARO, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS COMPANY NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED MANAGER THEREUNTO DULY AUTHORIZED THIS 4th DAY OF MARCH, 2003.

BY: _____
JEFFREY R. SIMPSON, MANAGER

LIENHOLDER RATIFICATION

FIRST NATIONAL BANK OF ARIZONA

KNOW ALL MEN BY THESE PRESENTS:
THAT THE UNDERSIGNED AS BENEFICIARY OF THAT CERTAIN DEED OF TRUST RECORDED 12-30-02, IN DKT 2002-1420341, RECORDS OF MARICOPA COUNTY RECORDER, MARICOPA COUNTY, ARIZONA, HEREBY RATIFIES, AFFIRMS AND APPROVES THIS PLAT, THE DECLARATION OF RESTRICTIONS RECORDED CONCURRENTLY HEREWITH, AND EACH AND EVERY DEDICATION CONTAINED HEREIN.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE SIGNED THEIR NAMES THIS 4th DAY OF MARCH, 2003.

BY: _____

ITS: Vice President

WALTER A.V. & CLAUDIA PLENK

KNOW ALL MEN BY THESE PRESENTS:
THAT THE UNDERSIGNED AS BENEFICIARY OF THAT CERTAIN DEED OF TRUST RECORDED 12-13-02, IN DKT 2002-1343218, RECORDS OF MARICOPA COUNTY RECORDER, MARICOPA COUNTY, ARIZONA, HEREBY RATIFIES, AFFIRMS AND APPROVES THIS PLAT, THE DECLARATION OF RESTRICTIONS RECORDED CONCURRENTLY HEREWITH, AND EACH AND EVERY DEDICATION CONTAINED HEREIN.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE SIGNED THEIR NAMES THIS 12th DAY OF MARCH, 2003.

WALTER A.V. PLENK — CLAUDIA PLENK

BY HIS: _____ GERALDINE E. BROWN, ATTORNEY-IN-FACT — BY HER: _____ GERALDINE E. BROWN, ATTORNEY-IN-FACT

BY HIS: _____ JEFFREY R. SIMPSON, ATTORNEY-IN-FACT — BY HER: _____ JEFFREY R. SIMPSON, ATTORNEY-IN-FACT

ACKNOWLEDGMENT

STATE OF ARIZONA)
) s.s.
COUNTY OF MARICOPA)

ON THIS 19th DAY OF MARCH, 2003, BEFORE ME, THE UNDERSIGNED, APPEARED JEFFREY R. SIMPSON WHO ACKNOWLEDGED HIMSELF TO BE MANAGER OF VASARO, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, INCLUDING ATTORNEY-IN-FACT FOR WALTER A.V. PLENK AND CLAUDIA PLENK, AND ACKNOWLEDGED THAT HE, AS SUCH MANAGER AND ATTORNEY-IN-FACT, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY: _____ NOTARY PUBLIC — DATE 3/19/03

MY COMMISSION EXPIRES: 3/9/04

STATE OF ARIZONA)
) s.s.
COUNTY OF MARICOPA)

ON THIS 19th DAY OF MARCH, 2003, BEFORE ME, THE UNDERSIGNED, APPEARED JOSEPH M BLEYLE, WHO ACKNOWLEDGED HIMSELF TO BE VICE-PRESIDENT OF FIRST NATIONAL BANK OF ARIZONA, AND ACKNOWLEDGED THAT HE, AS SUCH OFFICER, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY: _____ NOTARY PUBLIC — DATE 3/19/03

MY COMMISSION EXPIRES: 3/9/04

ACKNOWLEDGMENT (Continued)

STATE OF ARIZONA)
) s.s.
COUNTY OF MARICOPA)

ON THIS 19th DAY OF MARCH, 2003, BEFORE ME, THE UNDERSIGNED, APPEARED GERALDINE E. BROWN, WHO ACKNOWLEDGED HERSELF TO BE ATTORNEY-IN-FACT FOR WALTER A.V. PLENK AND CLAUDIA PLENK, AND ACKNOWLEDGED THAT SHE, AS SUCH ATTORNEY-IN-FACT, BEING DULY AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY: _____ NOTARY PUBLIC — DATE 3/19/03

MY COMMISSION EXPIRES: 3/9/04

RATIFICATION

BY THIS RATIFICATION MITZI POHL DULY ELECTED SECRETARY/TREASURER OF VASARO HOMEOWNERS ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION, ACKNOWLEDGES THE RESPONSIBILITIES DEDICATED HEREON.

_____ SECRETARY/TREASURER — 3/19/03 DATE

ACKNOWLEDGMENT

N.T.S.

STATE OF ARIZONA)
) s.s.
COUNTY OF MARICOPA)

ON THIS 19th DAY OF MARCH, 2003, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC PERSONALLY APPEARED MITZI POHL AND THAT HE/SHE BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING RATIFICATION IN THE CAPACITY THEREIN STATED AND FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

BY: _____ NOTARY PUBLIC — DATE 3/19/03

MY COMMISSION EXPIRES: 3/9/04

GENERAL NOTES

1. CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES, FENCES AND DRIVEWAYS.
2. ALL UTILITIES SHALL BE CONSTRUCTED UNDERGROUND.
3. NO STRUCTURES OF ANY KIND MAY BE CONSTRUCTED OR ANY VEGETATION PLANTED NOR BE ALLOWED TO GROW WITHIN DRAINAGE EASEMENTS WHICH WOULD IMPEDE THE FLOW OF WATER THROUGH THE DRAINAGE EASEMENTS.
4. A #4 REBAR 18" IN LENGTH WILL BE SET AT EACH LOT AND TRACT CORNER AT THE COMPLETION OF MASS GRADING
5. THIS SUBDIVISION SHALL COMPLY WITH THE RESIDENTIAL GUIDELINES FOR PLANNED AREA DEVELOPMENT DATED JULY 14, 1995.
6. KEY LOT RESTRICTIONS:
   NO STRUCTURES OR LANDSCAPING ABOVE 24" IN LENGTH ALLOWED WITHIN VISIBILITY EASEMENT EXCEPT TREES WITH BRANCHES NOT LESS THAN 6' ABOVE THE GROUND.
7. ALL TRACTS NOT DEDICATED OR CONVEYED TO THE CITY OF CHANDLER AND ALL COMMON AREAS SHALL BE IMPROVED IN ACCORDANCE WITH APPROVED PLANS AND SHALL BE DEEDED TO THE HOMEOWNERS ASSOCIATION AFTER PLAT RECORDATION, UNLESS SPECIFIED OTHERWISE HEREIN.
8. MINIMUM REAR YARD SETBACK FOR A TWO STORY STRUCTURE SHALL BE THIRTY-FIVE(35) FEET.
9. THESE PRIVATE STREETS WILL REMAIN PRIVATE AND WILL NEVER CONVERT TO PUBLIC OWNERSHIP.
10. IN EASEMENTS FOR EXCLUSIVE USE OF WATER, SANITARY SEWER OR BOTH, ONLY GROUND COVER AND BUSHES ARE ALLOWED TO BE PLANTED WITH IN THE EASEMENT AREA. NO TREES ARE ALLOWED.
11. THE CITY OF CHANDLER WILL NOT ACCEPT THE PARK SITE AS DEDICATED HEREON UNTIL THE PARK SITE IMPROVEMENTS ARE IN CONFORMANCE WITH THE PARK DEVELOPMENT PLAN AND HAVE BEEN ACCEPTED BY THE CITY OF CHANDLER PARK DEPARTMENT.
12. THE PERSON(S) HOLDING TITLE TO THE COMMON AREA TRACTS ("TITLEHOLDER(S)") SHALL BE RESPONSIBLE FOR IRRIGATION OF THE COMMON AREA TRACTS. THE SOURCE OF IRRIGATION WATER FOR THE COMMON AREA TRACTS SHALL BE RECLAIMED WATER ("EFFLUENT") BUT IF RECLAIMED WATER IS UNAVAILABLE AT THE TIME CONSTRUCTION IN THE SUBDIVISION BEGINS, THE TITLEHOLDER(S) SHALL CAUSE THE COMMON AREA TRACTS TO BE IRRIGATED AND SUPPLIED WITH WATER, OTHER THAN SURFACE WATER FROM ANY IRRIGATION DISTRICT, THROUGH SOURCES CONSISTENT WITH THE ARIZONA LAW AND THE RULES AND REGULATIONS OF THE ARIZONA DEPARTMENT OF WATER RESOURCES. ONCE EFFLUENT OF THE QUANTITY AND QUALITY NEEDED TO SUPPORT SUCH COMMON AREA TRACTS IS AVAILABLE THEN THE TITLEHOLDER(S) SHALL CAUSE EFFLUENT TO BE USED TO IRRIGATE THE COMMON AREA TRACTS. AT SUCH TIME AS TITLE TO THE COMMON AREA TRACTS IS SOLD OR OTHERWISE TRANSFERRED, IN WHOLE OR IN PART, WHETHER TO THE SUBDIVISION HOMEOWNERS ASSOCIATION OR TO SOME THIRD PARTY, THE TITLEHOLDER(S) SHALL SO SELL OR TRANSFER, AT THE OPTION OF THE PARTY ACQUIRING TITLE THERETO, ANY WATER RIGHTS OR PERMITS HELD BY OR IN THE NAME OF THE TITLEHOLDER(S) BENEFITING OR OTHERWISE APPLICABLE TO THE COMMON AREA TRACTS.
13. THE HOMEOWNER'S ASSOCIATION IS RESPONSIBLE TO MAKE REPAIRS TO LANDSCAPING (INCLUDING TREES, GROUNDCOVER, GRASS, ETC.) WHERE IT IS DAMAGED DURING REPAIRS TO RWCD PIPE OR OTHER FACILITIES.

GROSS AREA: 80.35 ACRES

628-24

APPROVALS

APPROVED BY THE COUNCIL OF THE CITY OF CHANDLER, ARIZONA THIS 13th DAY OF May 2003

BY: _____ MAYOR — DATE 5/13/03

ATTEST: _____ CITY CLERK — 5/14/03 DATE

THIS IS TO CERTIFY THAT IN MY OPINION ALL LOTS, PARCELS AND TRACTS SHOWN ON THIS PLAT CONFORM TO GOOD LAND PLANNING POLICIES AND ARE SUITABLE FOR THE PURPOSE FOR WHICH THEY ARE PLATTED.

BY: _____ PLANNING DIRECTOR — 5/2/03 DATE

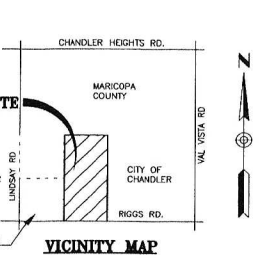
THIS IS TO CERTIFY THAT ALL ENGINEERING CONDITIONS AND REQUIREMENTS OF THE CITY CODE HAVE BEEN COMPLIED WITH AND THAT THIS SUBDIVISION IS LOCATED WITHIN AN AREA DESIGNED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576, ARIZONA REVISED STATUES.

BY: _____ CITY ENGINEER — 3/20/03 DATE

CERTIFICATION

THIS IS TO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GAIL A MORGAN
REGISTERED LAND SURVEYOR NO. 31601
AMEC INFRASTRUCTURE, INC.
4435 E. HOLMES AVE.
MESA, ARIZONA



VICINITY MAP

AMEC Infrastructure, Inc.
4435 EAST HOLMES AVENUE
MESA, ARIZONA 85206
PHONE (480) 830-3700
FAX (480) 830-3903

FINAL PLAT
PROJECT: CITRUS PRESERVE
CHANDLER, ARIZONA

DESIGNER: GM
DRAWN BY: R.G.C.

PROJECT NO. 01 2001 019

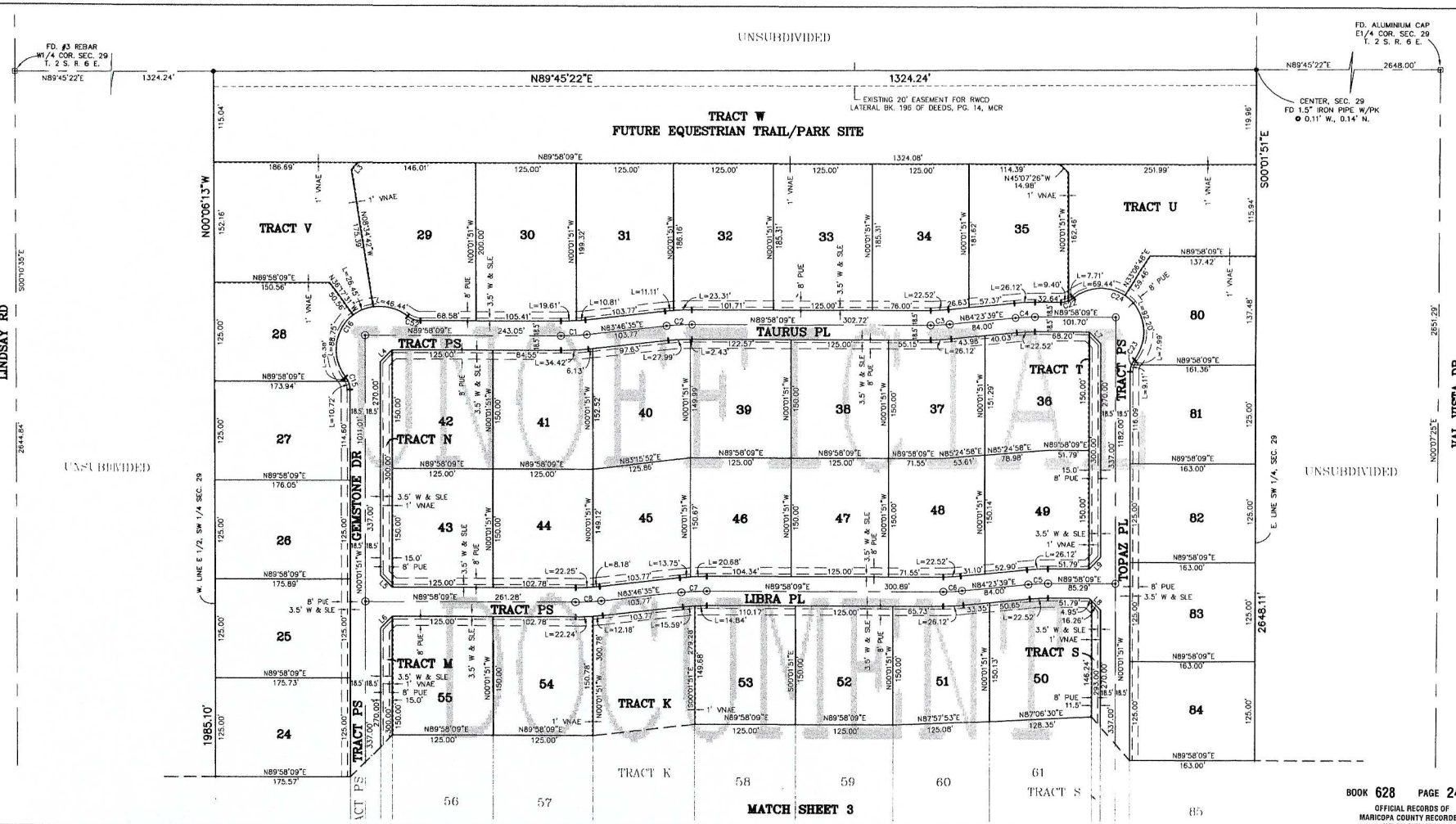
SHEET NO. 1 of 4

OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER HELEN PURCELL
2003-0359319
03/25/2003 09:36 AM

BOOK 628 PAGE 24

0700-10 APN NO. 301-07-

PRELIMINARY NOT FOR RECORDATION



LINE TABLE					
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S45°10'24"E	21.21'	L22	S44°54'36"W	21.72'
L2	N89°49'36"E	28.78'	L23	N55°52'06"E	1.62'
L3	S40°42'39"W	12.23'	L24	S84°02'41"E	55.99'
L4	N44°58'09"E	21.21'	L25	S50°53'24"W	6.71'
L5	S45°01'51"E	21.21'	L26	N84°02'41"W	61.45'
L6	S44°58'09"W	21.21'	L27	N50°57'19"E	14.05'
L7	N45°01'51"W	21.21'	L28	N45°50'45"W	21.73'
L8	S45°01'51"E	21.21'	L29	N84°02'41"W	25.29'
L9	S44°58'09"W	21.21'	L30	N42°32'35"W	14.93'
L10	S44°58'09"W	21.21'	L31	N44°49'36"E	21.21'
L11	N45°01'51"W	21.21'	L32	N45°10'24"W	21.21'
L12	S45°01'51"E	21.21'	L33	S44°49'36"W	21.21'
L13	N44°58'09"E	21.21'	L34	S45°10'24"E	21.21'
L14	S45°01'51"E	21.21'	L35	N44°49'36"E	21.21'
L15	N45°01'51"W	21.21'	L36	S45°10'24"E	21.21'
L16	N44°58'09"E	21.21'	L37	N43°03'55"E	20.55'
L17	N44°49'36"E	21.21'	L38	N44°49'36"E	28.28'
L18	S45°10'24"E	21.21'	L39	N45°11'24"W	28.28'
L19	S44°58'09"W	21.21'	L40	S43°12'52"W	20.61'
L20	N45°01'51"W	21.21'	L41	N37°09'36"W	2.96'
L21	N88°28'51"E	56.90'	L42	N85°30'33"W	21.69'

CURVE TABLE																	
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHD BRG	CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHD BRG	CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHD BRG
C1	6°11'34"	300.00'	32.42'	16.23	32.41'	N86°52'22"E	C28	80°47'35"	25.00'	35.25'	21.27	32.40'	N49°38'04"W	C129	23°45'38"	10.00'	4.15'	2.10	4.12'	N49°02'25"W
C2	6°11'34"	300.00'	32.42'	16.23	32.41'	N86°52'22"E	C29	260°47'35"	50.00'	227.58'	58.76	76.16'	N40°21'56"E	C130	48°36'11"	10.00'	8.49'	4.52'	8.24'	N61°28'41"W
C3	5°34'29"	250.00'	24.32'	12.17	24.32'	N87°10'54"E	C30	260°47'35"	50.00'	227.58'	58.76	76.16'	N40°25'39"W	C131	36°22'09"	10.00'	6.35'	3.28	6.24'	N74°03'10"E
C4	5°34'29"	250.00'	24.32'	12.17	24.32'	N87°10'54"E	C32	5°55'28"	250.00'	25.85'	12.94	25.84'	N87°00'25"E	C132	37°36'34"	10.00'	6.57'	3.41	6.45'	N74°41'29"E
C5	5°34'29"	250.00'	24.32'	12.17	24.32'	N87°10'54"E	C33	5°55'28"	250.00'	25.85'	12.94	25.84'	N87°00'25"E	C133	42°32'00"	10.00'	7.42'	3.89	7.25'	N64°14'32"W
C6	5°34'29"	250.00'	24.32'	12.17	24.32'	N87°10'54"E	C34	39°11'42"	25.00'	17.10'	8.90	16.77'	N70°22'18"E	C134	41°04'09"	10.00'	7.17'	3.75	7.02'	N63°30'37"W
C7	6°11'34"	300.00'	32.42'	16.23	32.41'	N86°52'22"E	C35	168°23'24"	55.00'	161.64'	540.99	109.44'	N45°01'51"W	C135	54°18'02"	10.00'	9.48'	5.13	9.13'	N27°09'01"E
C8	6°11'34"	300.00'	32.42'	16.23	32.41'	N86°52'22"E	C36	39°11'42"	25.00'	17.10'	8.90	16.77'	N19°34'00"E	C136	46°28'36"	10.00'	8.11'	4.29	7.89'	N31°03'44"E
C9	5°34'29"	250.00'	24.32'	12.17	24.32'	N87°10'54"E	C37	39°11'42"	25.00'	17.10'	8.90	16.77'	N70°34'33"W	C137	41°53'09"	8.00'	5.85'	3.06	5.72'	N20°46'01"E
C10	5°34'29"	250.00'	24.32'	12.17	24.32'	N87°10'54"E	C38	168°23'24"	55.00'	161.64'	540.99	109.44'	N44°49'36"E	C138	41°42'36"	8.00'	5.82'	3.05	5.70'	N20°51'18"E
C11	0°08'32"	5000.00'	12.42'	6.21	12.42'	N00°06'07"W	C39	39°11'42"	25.00'	17.10'	8.90	16.77'	N19°46'14"W	C139	53°49'30"	10.00'	9.39'	5.08	9.05'	N26°54'45"W
C12	4°42'40"	1531.00'	125.89'	62.98	125.85'	N02°19'29"E	C40	260°47'35"	50.00'	227.58'	58.76	76.16'	N40°13'24"E	C140	44°39'44"	10.00'	7.80'	4.11	7.60'	N31°35'52"W
C13	5°46'55"	250.00'	25.23'	12.63	25.22'	N86°56'09"E	C41	260°47'35"	50.00'	227.58'	58.76	76.16'	N49°25'49"E	C141	180°00'00"	3.00'	9.42'	–	6.00'	N89°49'36"E
C14	0°08'32"	5000.00'	12.42'	6.21	12.42'	N00°06'07"W	C47	260°47'35"	50.00'	227.58'	58.76	76.16'	N40°13'24"E	C142	180°00'00"	3.00'	9.42'	–	6.00'	N89°49'36"E
C15	39°11'42"	25.00'	17.10'	8.90	16.77'	N19°37'42"W	C51	144°28'39"	8.00'	20.17'	24.98	15.24'	N71°55'43"E	C143	180°00'00"	2.50'	7.85'	–	5.00'	N03°27'19"E
C16	168°23'24"	55.00'	161.64'	540.99	109.44'	N44°58'09"E	C52	39°11'42"	25.00'	17.10'	8.90	16.77'	N70°26'00"W	C144	180°00'00"	2.50'	7.85'	–	5.00'	N04°48'56"E
C17	60°00'00"	3.00'	3.14'	1.73	3.00'	N29°49'36"E	C115	83°43'08"	29.50'	43.10'	26.43'	39.37'	N88°00'04"W	C145	180°00'00"	2.50'	7.85'	–	5.00'	N05°57'19"E
C18	80°47'35"	25.00'	35.25'	21.27	32.40'	N49°46'36"W	C116	39°39'17"	10.00	6.92'	3.61'	6.78'	N65°58'08"W	C146	180°00'00"	2.50'	7.85'	–	5.00'	N05°57'19"E
C19	80°47'35"	25.00'	35.25'	21.27	32.40'	N40°34'11"W	C117	45°48'57"	15.50'	12.39'	6.55'	12.07'	N73°02'50"E							
C20	80°47'35"	25.00'	35.25'	21.27	32.40'	N49°46'36"W	C118	5°46'55"	950.00'	95.87'	47.98	95.83'	N86°56'09"E							
C21	80°47'35"	25.00'	35.25'	21.27	32.40'	N49°34'21"E	C119	6°07'42"	716.49'	76.64'	38.36	76.60'	N87°06'32"W							
C22	39°11'42"	25.00'	17.10'	8.90	16.77'	N70°22'18"E	C124	58°41'29"	10.50'	10.94'	6.02	10.45'	N30°01'08"W							
C23	39°11'42"	25.00'	17.10'	8.90	16.77'	N19°34'00"E	C125	110°47'49"	29.50'	57.04'	42.76	48.56'	N04°28'12"W							
C24	168°23'24"	55.00'	161.64'	540.99	109.44'	N45°01'51"W	C126	50°53'09"	10.00'	8.88'	4.76	8.59'	N25°26'35"E							
C25	12°30'48"	3.00'	6.54'	5.74	5.32'	N57°45'00"W	C127	180°00'00"	2.50'	7.85'	–	5.00'	N89°49'36"E							
C26	35°17'46"	8.00'	5.00'	2.58	4.92'	N17°56'04"W	C128	180°00'00"	2.50'	7.85'	–	5.00'	N89°49'36"E							

628-24

AMEC Infrastructure, Inc.
4435 EAST HOLMES AVENUE
MESA, ARIZONA 85206
PHONE (480) 830-3700
FAX (480) 830-3903

FINAL PLAT

PROJECT: CITRUS PRESERVE
CHANDLER, ARIZONA

DESIGNER: G.M.
DRAWN BY: R.G.C.

31601
DAL A. MORGAN
5-10-03
REGISTERED LAND SURVEYOR
ARIZONA U.S.A.

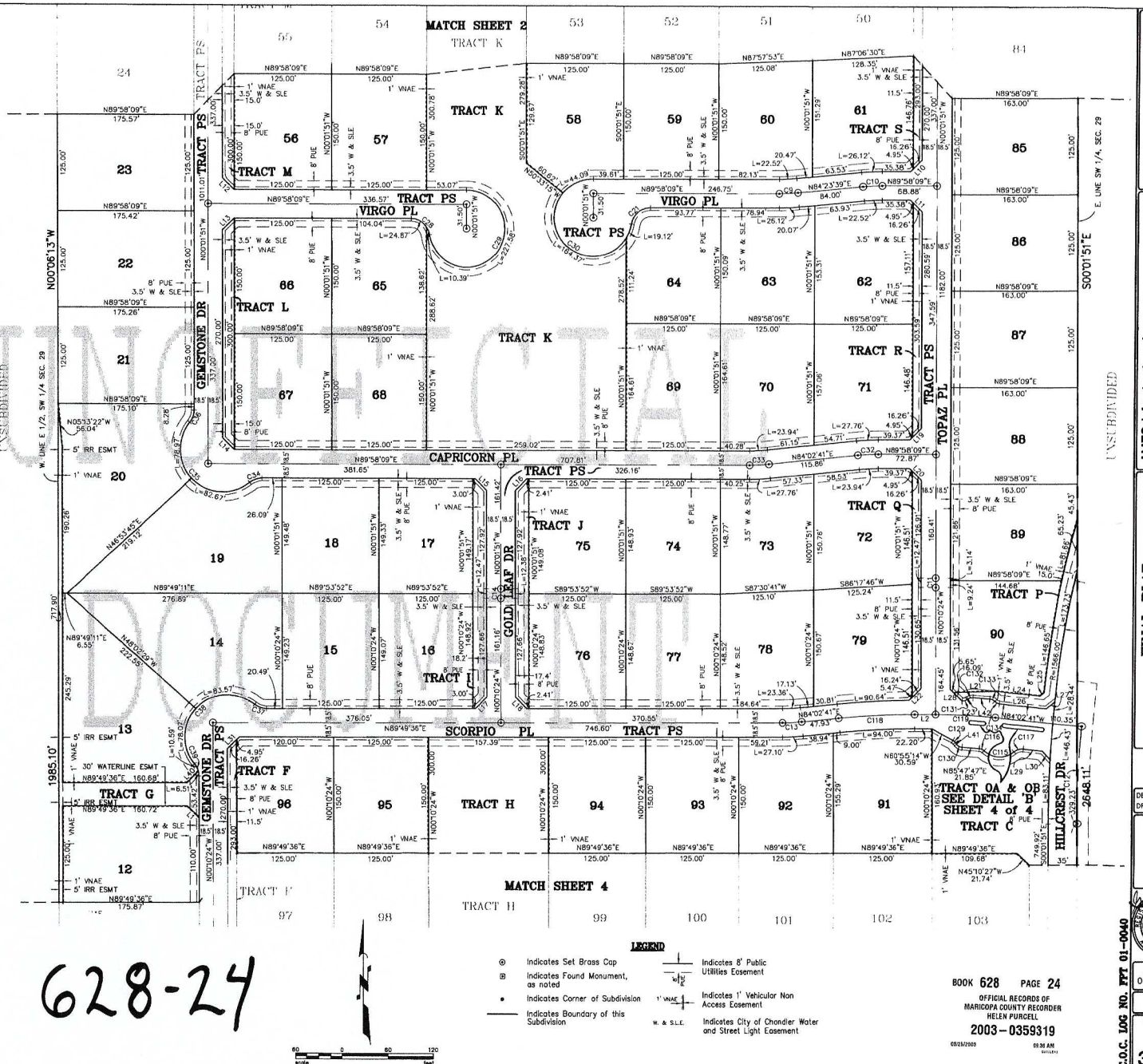
C.O.C. LOG NO. FFT 01-0040

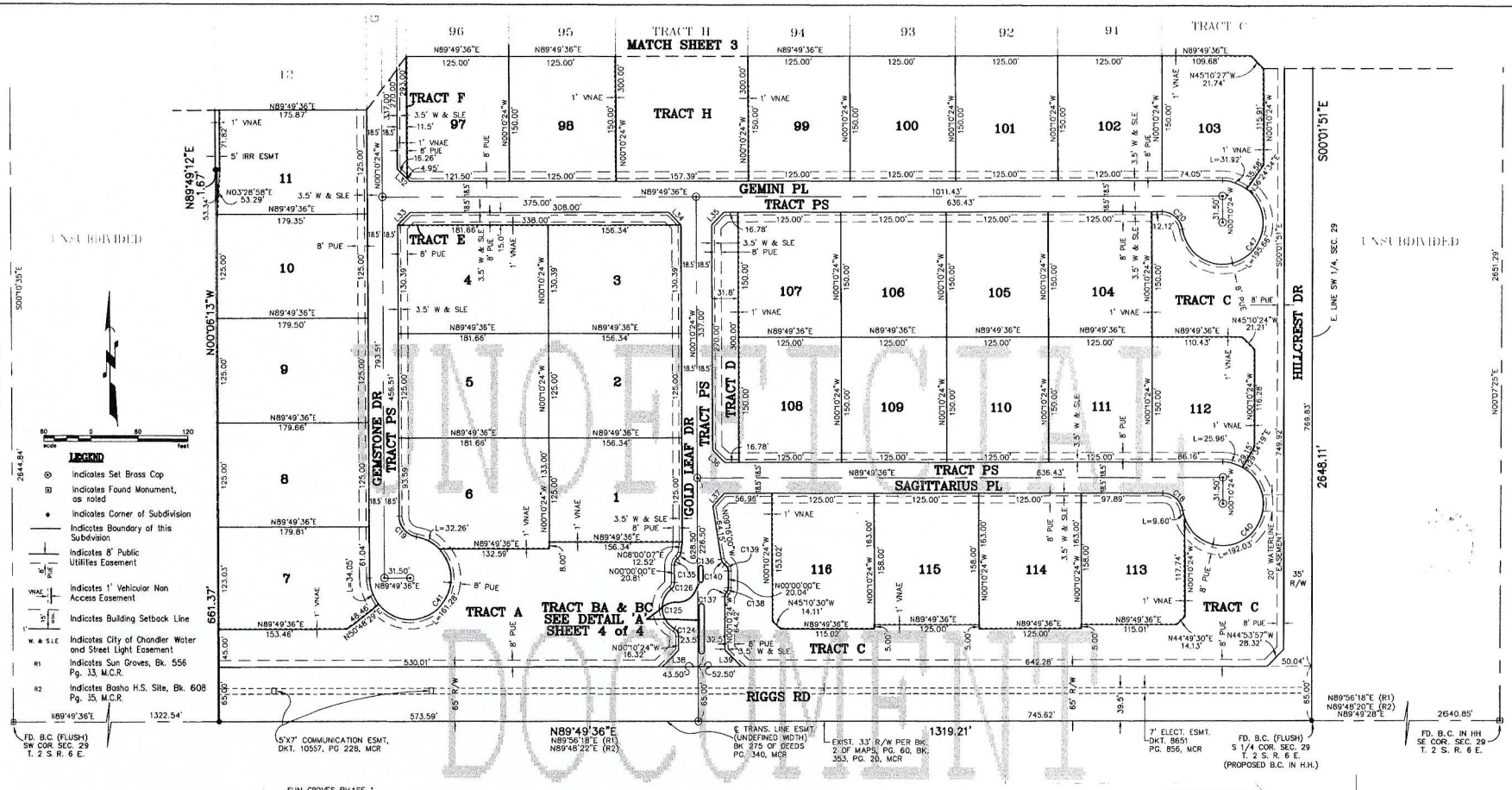
PROJECT NO. 01 2001 019

SHEET NO. 2 of 4

LINE TABLE					
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S45°10'24"E	21.21'	L22	S44°54'36"W	21.72'
L2	N89°49'36"E	26.78'	L23	N55°52'06"E	1.62'
L3	S40°42'39"W	12.23'	L24	S84°02'41"E	55.99'
L4	N44°58'09"E	21.21'	L25	S50°53'24"W	6.71'
L5	S45°01'51"E	21.21'	L26	N84°02'41"W	61.45'
L6	S44°58'09"W	21.21'	L27	N50°57'19"E	14.05'
L7	N45°01'51"W	21.21'	L28	N45°50'45"W	21.73'
L8	S45°01'51"E	21.21'	L29	N84°02'41"W	25.29'
L9	S44°58'09"W	21.21'	L30	N42°32'35"W	14.93'
L10	S44°58'09"W	21.21'	L31	N44°49'36"E	21.21'
L11	N45°01'51"W	21.21'	L32	N45°10'24"W	21.21'
L12	S45°01'51"E	21.21'	L33	S44°49'36"W	21.21'
L13	N44°58'09"E	21.21'	L34	S45°10'24"E	21.21'
L14	S45°01'51"E	21.21'	L35	N44°49'36"E	21.21'
L15	N45°01'51"W	21.21'	L36	S45°10'24"E	21.21'
L16	N44°58'09"E	21.21'	L37	N43°03'55"E	20.55'
L17	N44°49'36"E	21.21'	L38	N44°49'36"E	28.28'
L18	S45°10'24"E	21.21'	L39	N45°11'24"W	28.28'
L19	S44°58'09"W	21.21'	L40	S43°12'52"W	20.61'
L20	N45°01'51"W	21.21'	L41	N37°09'36"W	2.96'
L21	N88°28'31"E	56.90'	L42	N85°30'33"W	21.69'

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHD BRG
C1	6°11'34"	300.00'	32.42'	16.23	32.41'	N86°52'22"E
C2	6°11'34"	300.00'	32.42'	16.23	32.41'	N86°52'22"E
C3	5°34'29"	250.00'	24.32'	12.17	24.32'	N87°10'54"E
C4	5°34'29"	250.00'	24.32'	12.17	24.32'	N87°10'54"E
C5	5°34'29"	250.00'	24.32'	12.17	24.32'	N87°10'54"E
C6	5°34'29"	250.00'	24.32'	12.17	24.32'	N87°10'54"E
C7	6°11'34"	300.00'	32.42'	16.23	32.41'	N86°52'22"E
C8	6°11'34"	300.00'	32.42'	16.23	32.41'	N86°52'22"E
C9	5°34'29"	250.00'	24.32'	12.17	24.32'	N87°10'54"E
C10	5°34'29"	250.00'	24.32'	12.17	24.32'	N87°10'54"E
C11	0°08'32"	5000.00'	12.42'	6.21	12.42'	N00°06'07"W
C12	4°42'40"	1531.00'	125.89'	62.98	125.85'	N02°19'29"E
C13	5°46'55"	250.00'	25.23'	12.63	25.22'	N86°56'09"E
C14	0°08'32"	5000.00'	12.42'	6.21	12.42'	N00°06'07"W
C15	39°11'42"	25.00'	17.10'	8.90	16.77'	N19°37'42"W
C16	168°23'24"	55.00'	161.64'	540.99	109.44'	N44°58'09"E
C17	60°00'00"	3.00'	3.14'	1.73	3.00'	N29°49'36"E
C18	80°47'35"	25.00'	35.25'	21.27	32.40'	N49°46'36"W
C19	80°47'35"	25.00'	35.25'	21.27	32.40'	N40°34'11"W
C20	80°47'35"	25.00'	35.25'	21.27	32.40'	N49°46'36"W
C21	80°47'35"	25.00'	35.25'	21.27	32.40'	N49°34'21"E
C22	39°11'42"	25.00'	17.10'	8.90	16.77'	N70°22'18"E
C23	39°11'42"	25.00'	17.10'	8.90	16.77'	N19°34'00"E
C24	168°23'24"	55.00'	161.64'	540.99	109.44'	N45°01'51"W
C25	124°50'48"	3.00'	6.54'	5.74	5.32'	N57°45'00"W
C26	35°47'46"	8.00'	5.00'	2.58	4.92'	N17°56'04"W
C28	80°47'35"	25.00'	35.25'	21.27	32.40'	N49°38'04"W
C29	260°47'35"	50.00'	227.58'	58.76	76.16'	N40°21'56"E
C30	260°47'35"	50.00'	227.58'	58.76	76.16'	N40°25'39"W
C32	5°55'28"	250.00'	25.85'	12.94	25.84'	N87°00'25"E
C33	5°55'28"	250.00'	25.85'	12.94	25.84'	N87°00'25"E
C34	39°11'42"	25.00'	17.10'	8.90	16.77'	N70°22'18"E
C35	168°23'24"	55.00'	161.64'	540.99	109.44'	N45°01'51"W
C36	39°11'42"	25.00'	17.10'	8.90	16.77'	N19°34'00"E
C37	39°11'42"	25.00'	17.10'	8.90	16.77'	N70°34'33"W
C38	168°23'24"	55.00'	161.64'	540.99	109.44'	N44°49'36"E
C39	39°11'42"	25.00'	17.10'	8.90	16.77'	N19°46'14"W
C40	260°47'35"	50.00'	227.58'	58.76	76.16'	N40°13'24"E
C41	260°47'35"	50.00'	227.58'	58.76	76.16'	N49°25'49"E
C47	260°47'35"	50.00'	227.58'	58.76	76.16'	N40°13'24"E
C51	144°28'39"	8.00'	20.17'	24.98	15.24'	N71°55'43"E
C52	39°11'42"	25.00'	17.10'	8.90	16.77'	N70°26'00"W
C115	83°43'08"	29.50'	43.10'	26.43'	39.37'	N88°00'04"W
C116	39°39'17"	10.00'	6.92'	3.61'	6.78'	N65°58'08"W
C117	45°48'57"	15.50'	12.39'	6.55'	12.07'	N73°02'50"E
C118	5°46'55"	950.00'	95.87'	47.98	95.83'	N86°56'09"E
C119	6°07'42"	716.49'	76.64'	38.36	76.60'	N87°06'32"W
C124	59°41'29"	10.50'	10.94'	6.02	10.45'	N30°01'08"W
C125	110°47'49"	29.50'	57.04'	42.76	48.56'	N04°28'12"W
C126	50°53'09"	10.00'	8.88'	4.76	8.59'	N25°26'35"E
C127	180°00'00"	2.50'	7.85'	–	5.00'	N89°49'36"E
C128	180°00'00"	2.50'	7.85'	–	5.00'	N89°49'36"E
C129	23°45'38"	10.00'	4.15'	2.10	4.12'	N49°02'25"W
C130	48°38'11"	10.00'	8.49'	4.52'	8.24'	N61°28'41"W
C131	36°22'09"	10.00'	6.35'	3.28	6.24'	N74°03'10"E
C132	37°38'34"	10.00'	6.57'	3.41	6.45'	N74°41'29"E
C133	42°32'00"	10.00'	7.42'	3.89	7.25'	N64°14'32"W
C134	41°04'09"	10.00'	7.17'	3.75	7.02'	N63°30'37"W
C135	54°18'02"	10.00'	9.48'	5.13	9.13'	N27°09'01"E
C136	46°28'36"	10.00'	8.11'	4.29	7.89'	N31°03'44"E
C137	41°53'09"	8.00'	5.85'	3.06	5.72'	N20°46'01"E
C138	41°42'36"	8.00'	5.82'	3.05	5.70'	N20°51'18"E
C139	53°49'30"	10.00'	9.39'	5.08	9.05'	N26°54'45"W
C140	44°39'44"	10.00'	7.80'	4.11	7.60'	N31°35'52"W
C141	180°00'00"	3.00'	9.42'	–	6.00'	N89°49'36"E
C142	180°00'00"	3.00'	9.42'	–	6.00'	N89°49'36"E
C143	180°00'00"	2.50'	7.85'	–	5.00'	N03°27'19"E
C144	180°00'00"	2.50'	7.85'	–	5.00'	N04°48'58"E
C145	180°00'00"	2.50'	7.85'	–	5.00'	N05°57'19"E
C146	180°00'00"	2.50'	7.85'	–	5.00'	N05°57'19"E


MATCH SHEET 2
MATCH SHEET 4
TRACT K
TRACT M
TRACT L
TRACT J
TRACT I
TRACT H
TRACT G
TRACT F
TRACT Q
TRACT R
TRACT S
TRACT P
TRACT O
TRACT OA & OB
SEE DETAIL 'B' SHEET 4 of 4
TRACT PS
VIRGO PL
GEMSTONE DR
CAPRICORN PL
GOLD LEAF DR
SCORPIO PL
TOPAZ PL
HILLCREST DR
UNSUBDIVIDED
N00°06'13"W 1985.10'
S00°01'51"E 2648.11'
N89°58'09"E 175.57'
N89°58'09"E 175.42'
N89°58'09"E 175.26'
N89°58'09"E 175.10'
N89°49'36"E 175.87'
N89°49'36"E 160.68'
N89°49'36"E 160.72'
N89°49'11"E 276.89'
N89°53'52"E 125.00'
N89°58'09"E 707.81'
N89°58'09"E 381.65'
N89°58'09"E 336.57'
N89°58'09"E 246.75'
N89°58'09"E 326.16'
N89°58'09"E 746.60'
N89°58'09"E 370.55'
N89°58'09"E 376.05'
N89°58'09"E 163.00'
N89°58'09"E 144.68'
N89°58'09"E 109.68'
N89°58'09"E 72.87'
N89°49'36"E 157.39'
N89°49'36"E 125.00'
N89°49'36"E 109.68'
N45°10'27"W 21.74'
N46°53'45"E 219.72'
N48°00'29"W 222.55'
N53°33'22"W 56.04'
N60°55'14"W 30.59'
N85°47'47"E 21.85'
S87°30'41"W 125.10'
S86°17'46"W 125.24'
S89°53'52"W 125.00'
N84°02'41"E 115.86'
N84°02'41"E 47.93'
N84°02'41"W 90.35'
N84°23'39"E 84.00'
N87°57'53"E 125.08'
N87°06'30"E 128.35'
N89°58'09"E 246.75'
N89°58'09"E 84.00'
N89°58'09"E 68.88'
N89°58'09"E 63.53'
N89°58'09"E 82.13'
N89°58'09"E 40.28'
N89°58'09"E 54.71'
N89°58'09"E 61.15'
N89°58'09"E 40.25'
N89°58'09"E 57.33'
N89°58'09"E 58.53'
N89°58'09"E 59.21'
N89°58'09"E 38.94'
N89°58'09"E 47.93'
N89°58'09"E 84.64'
N89°58'09"E 30.81



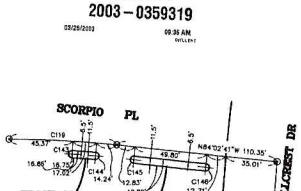
UNOFFICIAL DOCUMENT

LINE TABLE					
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S45°10'24"E	21.21'	L22	S44°54'36"W	21.72'
L2	N89°49'36"E	26.78'	L23	N55°52'06"E	1.62'
L3	S40°42'39"W	12.23'	L24	S84°02'41"E	55.99'
L4	N44°58'09"E	21.21'	L25	S50°53'24"W	6.71'
L5	S45°01'51"E	21.21'	L26	N84°02'41"W	61.45'
L6	S44°58'09"W	21.21'	L27	N50°57'19"E	14.05'
L7	N45°01'51"W	21.21'	L28	N45°50'45"W	21.73'
L8	S45°01'51"E	21.21'	L29	N84°02'41"W	25.29'
L9	S44°58'09"W	21.21'	L30	N42°32'35"W	14.93'
L10	S44°58'09"W	21.21'	L31	N44°49'36"E	21.21'
L11	N45°01'51"W	21.21'	L32	N45°10'24"W	21.21'
L12	S45°01'51"E	21.21'	L33	S44°49'36"W	21.21'
L13	N44°58'09"E	21.21'	L34	S45°10'24"E	21.21'
L14	S45°01'51"E	21.21'	L35	N44°49'36"E	21.21'
L15	N45°01'51"W	21.21'	L36	S45°10'24"E	21.21'
L16	N44°58'09"E	21.21'	L37	N43°32'55"E	20.55'
L17	N44°49'36"E	21.21'	L38	N44°49'36"E	28.28'
L18	S45°10'24"E	21.21'	L39	N45°11'24"W	28.28'
L19	S44°58'09"W	21.21'	L40	S43°12'52"W	20.61'
L20	N45°01'51"W	21.21'	L41	N37°09'36"W	2.96'
L21	N88°28'51"E	56.90'	L42	N85°30'33"W	21.69'

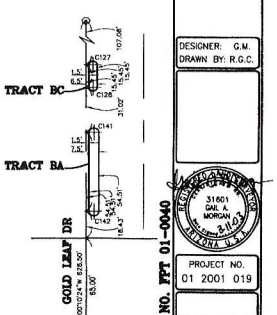
CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHD BRG
C1	6°11'34"	300.00'	32.42'	16.23	32.41'	N86°52'22"E
C2	6°11'34"	300.00'	32.42'	16.23	32.41'	N86°52'22"E
C3	5°34'29"	250.00'	24.32'	12.17	24.32'	N87°10'54"E
C4	5°34'29"	250.00'	24.32'	12.17	24.32'	N87°10'54"E
C5	5°34'29"	250.00'	24.32'	12.17	24.32'	N87°10'54"E
C6	5°34'29"	250.00'	24.32'	12.17	24.32'	N87°10'54"E
C7	6°11'34"	300.00'	32.42'	16.23	32.41'	N86°52'22"E
C8	6°11'34"	300.00'	32.42'	16.23	32.41'	N86°52'22"E
C9	5°34'29"	250.00'	24.32'	12.17	24.32'	N87°10'54"E
C10	5°34'29"	250.00'	24.32'	12.17	24.32'	N87°10'54"E
C11	0°08'32"	5000.00'	12.42'	6.21	12.42'	N00°06'07"W
C12	4°42'40"	1531.00'	125.89'	62.98	125.85'	N02°19'29"E
C13	5°46'55"	250.00'	25.23'	12.63	25.22'	N86°56'09"E
C14	0°08'32"	5000.00'	12.42'	6.21	12.42'	N00°06'07"W
C15	39°11'42"	25.00'	17.10'	8.90	16.77'	N19°37'42"W
C16	168°23'24"	55.00'	161.64'	540.99	109.44'	N44°58'09"E
C17	90°00'00"	3.00'	3.14'	1.73	3.00'	N29°49'36"E
C18	80°47'35"	25.00'	35.25'	21.27	32.40'	N49°46'36"W
C19	80°47'35"	25.00'	35.25'	21.27	32.40'	N40°34'11"W
C20	80°47'35"	25.00'	35.25'	21.27	32.40'	N49°46'36"W
C21	80°47'35"	25.00'	35.25'	21.27	32.40'	N49°34'21"E
C22	39°11'42"	25.00'	17.10'	8.90	16.77'	N70°22'18"E
C23	39°11'42"	25.00'	17.10'	8.90	16.77'	N19°34'00"E
C24	168°23'24"	55.00'	161.64'	540.99	109.44'	N45°01'51"W
C25	124°50'48"	3.00'	6.54'	5.74	5.32'	N57°45'00"W
C26	35°47'46"	8.00'	5.00'	2.58	4.92'	N17°56'04"W
C27	80°47'35"	25.00'	35.25'	21.27	32.40'	N49°38'04"W
C28	80°47'35"	25.00'	35.25'	21.27	32.40'	N49°38'04"W
C29	260°47'35"	50.00'	227.58'	58.76	76.16'	N40°21'56"E
C30	260°47'35"	50.00'	227.58'	58.76	76.16'	N40°25'39"W
C31	5°55'28"	250.00'	25.85'	12.94	25.84'	N87°00'25"E
C32	5°55'28"	250.00'	25.85'	12.94	25.84'	N87°00'25"E
C33	39°11'42"	25.00'	17.10'	8.90	16.77'	N70°22'18"E
C34	39°11'42"	25.00'	17.10'	8.90	16.77'	N70°22'18"E
C35	168°23'24"	55.00'	161.64'	540.99	109.44'	N45°01'51"W
C36	39°11'42"	25.00'	17.10'	8.90	16.77'	N19°34'00"E
C37	39°11'42"	25.00'	17.10'	8.90	16.77'	N70°34'33"W
C38	168°23'24"	55.00'	161.64'	540.99	109.44'	N44°49'36"E
C39	39°11'42"	25.00'	17.10'	8.90	16.77'	N19°46'14"W
C40	260°47'35"	50.00'	227.58'	58.76	76.16'	N40°13'24"E
C41	260°47'35"	50.00'	227.58'	58.76	76.16'	N49°25'49"E
C47	260°47'35"	50.00'	227.58'	58.76	76.16'	N40°13'24"E
C51	144°28'39"	8.00'	20.17'	24.98	15.24'	N71°55'43"E
C52	39°11'42"	25.00'	17.10'	8.90	16.77'	N70°28'00"W
C115	83°43'08"	29.50'	43.10'	26.43'	39.37'	N88°00'04"W
C116	39°39'17"	10.00	6.92'	3.61'	6.78'	N65°58'08"W
C117	45°48'57"	15.50'	12.39'	6.55'	12.07'	N73°02'50"E
C124	59°41'29"	10.50'	10.94'	6.02	10.45'	N30°01'08"W
C125	110°47'49"	29.50'	57.04'	42.76	48.56'	N04°28'12"W
C126	50°53'09"	10.00'	8.88'	4.76	8.59'	N25°26'35"E
C127	180°00'00"	2.50'	7.85'	–	5.00'	N89°49'36"E
C128	180°00'00"	2.50'	7.85'	–	5.00'	N89°49'36"E
C129	23°45'38"	10.00'	4.15'	2.10	4.12'	N49°02'25"W
C130	48°38'11"	10.00'	8.49'	4.52'	8.24'	N61°28'41"W
C131	36°22'09"	10.00'	6.35'	3.28	6.24'	N74°03'10"E
C132	37°38'34"	10.00'	6.57'	3.41	6.45'	N74°41'29"E
C133	42°32'00"	10.00'	7.42'	3.89	7.25'	N64°14'32"W
C134	41°04'09"	10.00'	7.17'	3.75	7.02'	N63°30'37"W
C135	54°18'02"	10.00'	9.48'	5.13	9.13'	N27°09'01"E
C136	46°28'36"	10.00'	8.11'	4.29	7.89'	N31°03'44"E
C137	41°53'09"	8.00'	5.85'	3.06	5.72'	N20°46'01"E
C138	41°42'36"	8.00'	5.82'	3.05	5.70'	N20°51'18"E
C139	53°49'30"	10.00'	9.39'	5.08	9.05'	N26°54'45"W
C140	44°39'44"	10.00'	7.80'	4.11	7.60'	N31°35'52"W
C141	180°00'00"	3.00'	9.42'	–	6.00'	N89°49'36"E
C142	180°00'00"	3.00'	9.42'	–	6.00'	N89°49'36"E
C143	180°00'00"	2.50'	7.85'	–	5.00'	N03°27'19"E
C144	180°00'00"	2.50'	7.85'	–	5.00'	N04°48'58"E
C145	180°00'00"	2.50'	7.85'	–	5.00'	N05°57'19"E
C146	180°00'00"	2.50'	7.85'	–	5.00'	N05°57'19"E

BOOK 628 PAGE 24
OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER HELEN PURCELL
2003-0359319
03/26/2003 09:35 AM

628-24



DETAIL 'B'
NOT TO SCALE



DETAIL 'A'
NOT TO SCALE

AMEC Infrastructure, Inc.
4435 EAST HOLMES AVENUE
MESA, ARIZONA 85206
PHONE (480) 830-3700
FAX (480) 830-3903

FINAL PLAT

PROJECT: CITRUS PRESERVE
CHANDLER, ARIZONA

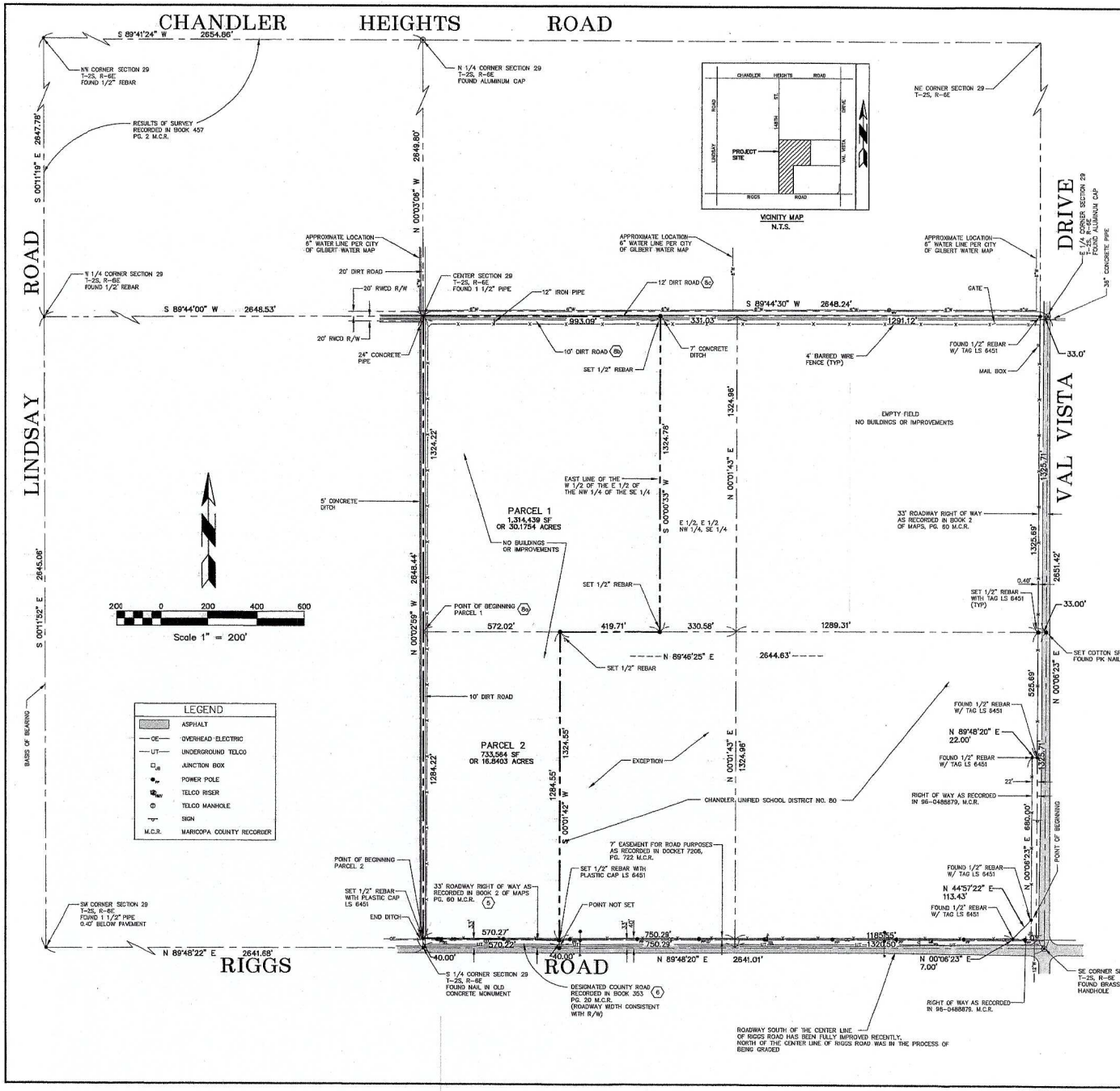
DESIGNER: G.M.
DRAWN BY: R.G.C.

EXPIRES 09/30/2004
51601
DAE A. MORGAN
REGISTERED LAND SURVEYOR
ARIZONA U.S.A.

PROJECT NO. 01 2001 019

SHEET NO. 4 of 4

C.O.C. LOG NO. FPT 01-0040



A.L.T.A./A.C.S.M. LAND TITLE SURVEY FOR THE CITY OF CHANDLER 99 NORTH DELAWARE STREET CHANDLER, ARIZONA 85225

LEGAL DESCRIPTION: PARCEL NO. 1

The West three quarters of the Northwest quarter of the Southeast quarter of Section 29, Township 2 South, Range 6 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, the above described property being more particularly described as follows:

Commencing at the Southeast corner of the Southeast quarter of Section 29, Township 2 South, Range 6 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, from which the Southeast corner thereof bears North 89° 46' 20" East, 2,641.01 feet;

thence North 00 02' 59" West, along the West line of the said Southeast quarter, 1,324.22 feet to the Southwest corner of the Northwest quarter of the said Southeast quarter and the Point of Beginning;

thence continuing North 00° 02' 59" West, along the West line of the Northwest quarter of the said Southeast quarter, 1,324.22 feet to the Northwest corner thereof;

thence North 89° 44' 30" East, along the North line of the Northwest quarter of the said Southeast quarter, 993.09 feet to the Northeast corner of the West half of the East half of the Northwest quarter of the said Southeast quarter;

thence South 00° 00' 33" West, along the East line of the West half of the East half of the Northwest quarter of the said Southeast quarter, 1,324.78 feet to the South line of the Northwest quarter of the said Southeast quarter;

thence South 89° 46' 25" West, along the said South line, 991.73 feet to the Point of Beginning.

Described property comprising an area of 1,314,439 square feet or 30.1754 acres more or less.

LEGAL DESCRIPTION: PARCEL NO. 2

Southwest quarter of the Southeast quarter of Section 29, Township 2 South, Range 6 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the South 40.00 feet of the Southwest quarter of said Southeast quarter; and

EXCEPT the East 750.29 feet of the Southwest quarter of the Southeast quarter of Section 29, Township 2 South, Range 6 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, as conveyed to Chandler Unified School District No. 80 by instrument recorded April 26, 2001, as 01-0342.43 of Official Records, the above described property being more particularly described as follows:

Commencing at the Southwest corner of the Southeast quarter of Section 29, Township 2 South, Range 6 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, from which the Southeast corner of the Southeast quarter thereof bears North 89° 46' 20" East, 2,641.01 feet;

thence North 00° 02' 59" West, along the West line of the Southeast quarter of said Section 29, a distance of 40.00 feet to the Point of Beginning;

thence continuing North 00° 02' 59" West 1,284.22 feet to the Northwest corner of the Southwest quarter of the said Southeast quarter;

thence North 89° 46' 25" East, along the North line of the Southwest quarter of the said Southeast quarter, 572.02 feet;

thence South 00° 01' 42" West, parallel with and 750.29 feet West of the East line of the Southwest quarter of the said Southeast quarter, 1,284.55 feet;

thence South 89° 48' 20" West, parallel with and 40.00 feet North of the South line of the Southwest quarter of the said Southeast quarter, 570.27 feet to the Point of Beginning.

Described property comprising an area of 733,564 square feet or 16.8403 acres more or less.

NOTES:

1. This Survey and Plat exceeds the required accuracy of 1 foot in 10,000 feet.
2. All property corners are a one-half inch rebar with tag stamped LS 6451 unless otherwise noted on the Survey.
3. No Address assigned.
4. Assessor's Parcel – Book 304, Map 81, and part of Parcel 7 and Parcel 9A, Maricopa County, Arizona.
5. Per ALTA/ACSM Table A, Item #16 – Changes in roadway right-of-way completed or proposed not verified – Full roadway improvements have been completed South of the centerline of Riggs road – Roadway grading was in progress North the centerline of Riggs Road.
6. Per ALTA/ACSM Table A, Item #18 – Visual reconnaissance of the subject property by the Surveyor does not indicate obvious evidence of any sustained or substantial use of the site as a solid waste dump, sump or sanitary landfill, but does not negate the possibility of such which a subsurface investigation might uncover.
7. No natural gas or sanitary sewer to the site.
8. Domestic water is on the South side of Riggs Road.
9. Land Area: 2,048,003 square feet or 47.0157 acres more or less.

TITLE REPORT NOTE:

Information on this survey is from data provided by a Commitment for Title Insurance, Commitment No. 201-800-1365288 by First American Title Insurance Company, dated August 3, 2001 at 7:30 a.m.

NOTES: SCHEDULE B ITEMS

2. Any charge upon said land by reason of its inclusion in ROOSEVELT WATER CONSERVATION DISTRICT.
3. Reservations contained in the Patent from the United States of America, reading as follows:

   Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts; and there is reserved from the lands hereby granted, a right-of-way thereon for ditches or canals constructed by the authority of the United States of America.
4. Water rights, claims or title to water, whether or not shown by the public records.
5. A plat recorded in Book 2, page 50 of Road Maps, purporting to show a county roadway.
6. A plat recorded in Book 353 of Maps, page 20, purporting to show a county roadway.
7. The terms, conditions and provisions contained in the document entitled "Resolution FCD 2001R003 for Higley Area Drainage Master Plan" recorded as 2001-264306 of Official Records. (Covers all of subject property)
8. The following matters disclosed by an ALTA/ACSM survey made by BRADY-AULERICH & ASSOCIATES, INC. on August 7, 1998, designated Job No. 98-06-15:
   a) Right-of-way for a 10 foot dirt road running along the West property line;
   b) Right-of-way for a 10 foot dirt road running along the North property line;
   c) Right-of-way for a 12 foot dirt road running along the North property line;

   as disclosed by instrument recorded July 15, 1999 in 99-0571005 of Official records.

BASIS OF BEARING:

The West line of the Southwest quarter of Section 29, Township 2 South, Range 6 East, Maricopa County, Arizona.

Said Bearing = South 00° 11' 52" East (Assumed)

EXISTING ZONING: RURAL-43 – MARICOPA COUNTY

MINIMUM SETBACK REQUIREMENTS:

Front – 40.00 Feet
Side – 30.00 Feet
Rear – 40.00 Feet
Street Side – 20.00 Feet

UTILITY NOTE:

Information concerning existing underground utilities has been obtained from existing records, however, they may not necessarily reflect the exact location of such facilities. Any excavation or construction activity within the property should be done only after contacting Blue Stake for exact location of facilities on this site: Phone 263-1100.

FLOOD PLAIN CERTIFICATION:

This is to certify that the above subject property lies within ZONE "X" as designated on the FIRM FLOOD INSURANCE RATE MAP, Panel Number 0401 3C 3035 F, dated December 3, 1993. ZONE "X" is designated as being outside of the 500-year Flood Boundary and, therefore would not be subject to flooding as determined by the Federal Emergency Management Agency under that circumstance.

A.L.T.A./A.C.S.M. CERTIFICATION:

TO: THE CITY OF CHANDLER, AN ARIZONA MUNICIPAL CORPORATION, AND FIRST AMERICAN TITLE INSURANCE COMPANY.

This is to certify that this map or plat and the survey on which it is based were made (i) in accordance with "Minimum Standard Detail Requirements of ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM and NSPS in 1999 and includes Items 1 thru 4 and 8 thru 16 of Table A thereof, and (ii) pursuant to the Accuracy Standards (as adopted by ALTA and ACSM and in effect on the date of this certification) of an Urban Survey.

DENNIS H. BRADY — REG. NO. 6451 — DATE 8/6/01

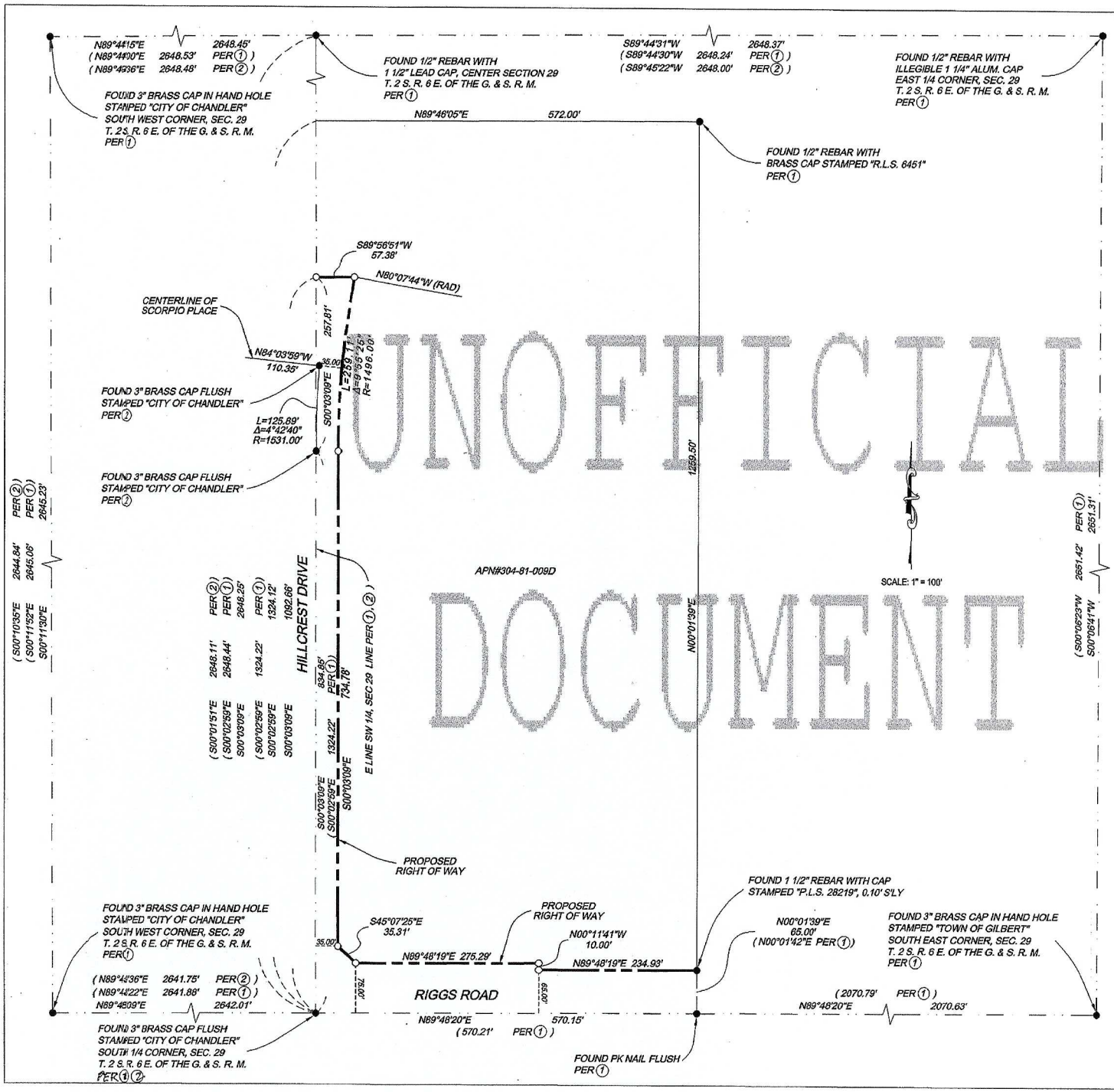
DIN 91731-1

REGISTERED LAND SURVEYOR 6451 DENNIS H. BRADY ARIZONA U.S.A.

BRADY•AULERICH & ASSOCIATES, INC.
CIVIL ENGINEERING • LAND SURVEYING
1030 E. Guadalupe Road
Tempe, Arizona 85283
Phone (602) 839-4000 Fax (602) 345-9259
DENNIS H. BRADY P.L.S. ROBERT N. HERMON P.E.
CHRISTOPHER E. AULERICH P.L.S.

DATE 8-6-01 — CITY OF CHANDLER

SCALE: 1"=200' — DRAWN BY: CRK — CHECKED BY: DHB — JOB NO. 001202



UNOFFICIAL DOCUMENT

RECORD OF SURVEY

BEING A SURVEY OF A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 6 EAST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

GENERAL NOTES:

1.) THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH LINE OF SOUTHEAST CORNER OF SECTION 29, BEING N 89°48'19" E, EQAULS THE BEARING OF N 89°48'20" E AS SHOWN ON THE SOUTH LINE OF THE SOUTHEAST CORNER OF SECTION 29, T2S, R6E, G.&S.R.M. AS SHOWN ON "BASHA HIGH SCHOOL" A MINOR LAND DIVISION RECORDED IN BOOK 608 OF MAPS, PAGE 35 IN THE OFFICE OF THE COUNTY RECORDER, MARICOPA COUNTY, ARIZONA.

2.) THE PURPOSE OF THIS SURVEY IS TO ESTABLISH A PROPOSED RIGHT OF WAY DEDICATION ON RIGGS ROAD AND HILLCREST DRIVE REQUESTED BY THE CITY OF CHANDLER FOR THE CITY OF CHANDLER, NEW RIGHT-OF-WAY EXHIBIT FOR A.P.N. 304-81-009D BY O.A. OLSSON AND ASSOCIATES.

3.) ALL BEARINGS AND DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.

LEGEND:

- ● FOUND MONUMENT AS INDICATED
- ○ SET 1/2" REBAR AND ALLUM. CAP STAMPED "P.L.S. 41741"
- ① BASHA HIGH SCHOOL SITE, BK 608, PG 35, M.C.R.
- ② "CITRUS PRESERVE", BK 628, PG 24, M.C.R.

OWNER ADDRESS:

CITY OF CHANDLER
MAIL STOP 606
P.O. BOX 4008
CHANDLER, AZ. 85225

SURVEYORS STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION AND THE MONUMENTS SHOWN HEREON EXIST AS DESCRIBED.

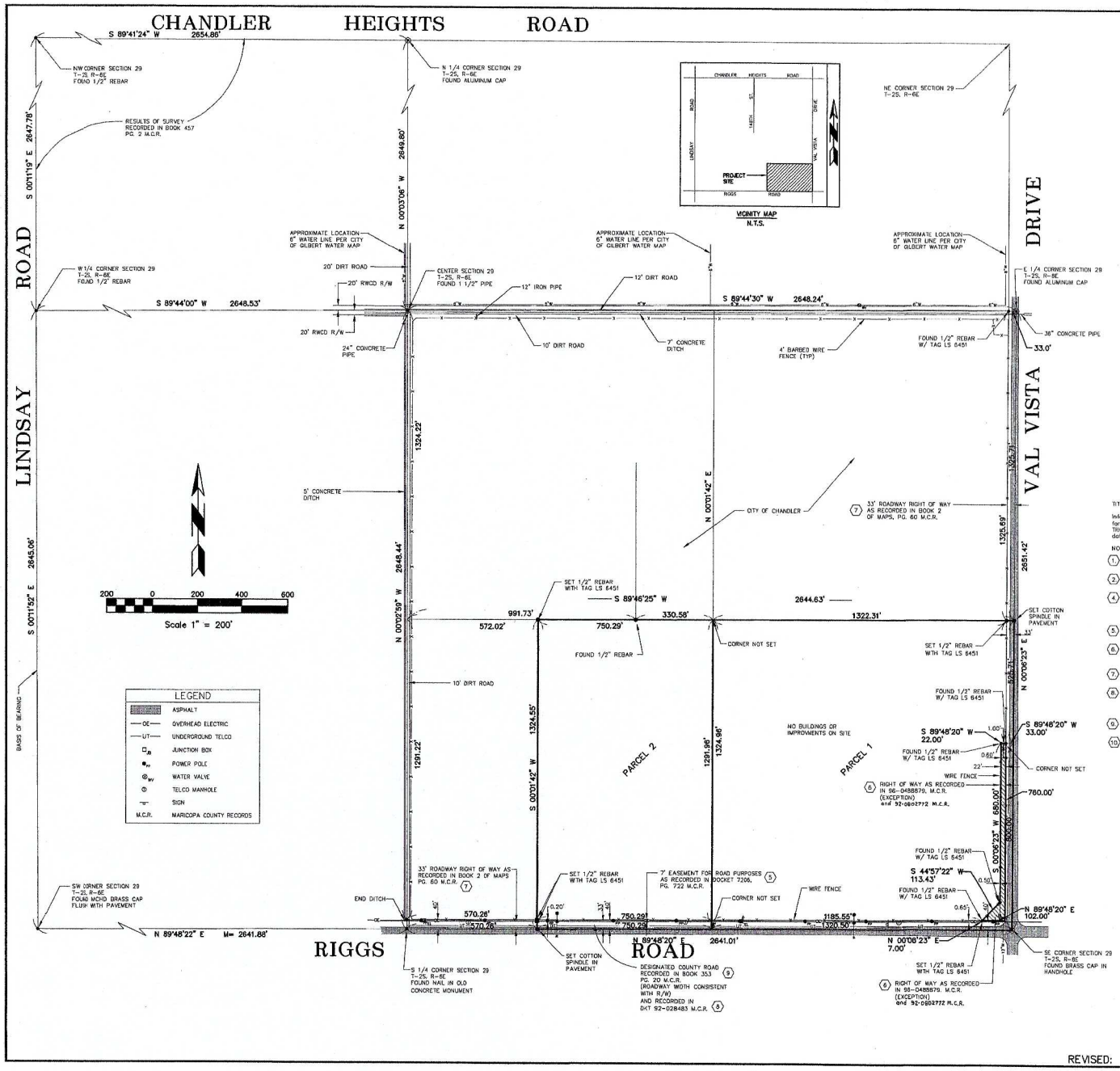
William R. Ralls III

WILLIAM R. RALLS III R.L.S. NO. 41741
MY REGISTRATION EXPIRES ON: 12-31-2007

REGISTERED LAND SURVEYOR CERTIFICATE NO. 41741 WILLIAM R. RALLS III Date Signed 11-9-07 ARIZONA U.S.A.

RECORDING DATA

BOOK 958 PAGE 12
OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2007 – 1219440
11/14/2007 02:36 PM
PAYERSON



A.L.T.A./A.C.S.M. LAND TITLE SURVEY FOR CHANDLER UNIFIED SCHOOL DISTRICT NO. 80 1525 WEST FRYE ROAD CHANDLER, ARIZONA 85224

LEGAL DESCRIPTION: PARCEL NO. 1

The Southeast quarter of the Southeast quarter Section 29, Township 2 South, Range 6 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the West 22.00 feet of the East 55.00 feet of the North 760.00 feet of the South 800.00 feet; and

EXCEPT commencing at the Point of intersection of the North line of the South 40.00 feet and the West line of the East 55.00 feet of said Southeast quarter of the Southeast quarter of Section 29; thence Westerly 80.00 feet along said North line of the South 40.00 feet to a point;
thence in a Northeasterly direction to a point on said West line of the East 55.00 feet that is 80.00 feet North from said Point of intersection;
thence Southerly to the Point of Intersection.

LEGAL DESCRIPTION: PARCEL NO. 2

The East 750.29 feet of the Southeast quarter of the Southeast quarter of Section 29, Township 2 South, Range 6 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Described property comprising a gross area of 2,725,315 square feet or 62.5646 acres more or less.

TITLE REPORT NOTE:

Information on this survey is from data provided by a Commitment for Title Insurance, Order Number 150023353/BW/REB by Security Title Agency, Inc. On behalf of Ticor Title Insurance Company, dated December 28, 2000 at 7:30 a.m.

NOTES: SCHEDULE B ITEMS

(1.) Water rights, claims or title to water, whether or not shown by the public records.

(2.) Reservations or exceptions in patents or in Acts authorizing the issuance thereof.

(4.) Liabilities and obligations imposed upon said land by reason of its inclusion within the Taxing District(s) and/or Association(s): HOSPITAL DISTRICT NO. ONE, ROOSEVELT WATER CONSERVATION DISTRICT and EAST VALLEY INSTITUTE OF TECHNOLOGY.

(5.) Easement for highway purposes, and rights incident thereto as set forth in Docket 7206, page 722.

(6.) Easement for right of entry for road or highway purposes, and rights incident thereto as set forth in Document No's 960488878, and 920802772.

(7.) Roadway as shown on Map recorded in Book 2 of Road Maps, page 60, over the East 33 feet and the South 33 feet.

(8.) A Resolution by the Board of Supervisors of Maricopa County, Arizona, recorded in Document No. 92028483, purporting to establish a roadway over a width consistent with the right-of-way.

(9.) Roadway over a width consistent with the right-of-way, as disclosed by Plat recorded in Book 353 of Maps, page 20.

(10.) Any action that might be taken by the Flood Control District of Maricopa County for the acquisition of land for Flood Control as set forth in Document No. 960705569. (Covers all of subject property)

BASIS OF BEARING:

The West line of the Southwest quarter of Section 29, Township 2 South, Range 6 East, Maricopa County, Arizona.

Said Bearing = North 00° 11' 52" West (Assumed)

EXISTING ZONING: RURAL-43 – MARICOPA COUNTY

MINIMUM SETBACK REQUIREMENTS:

Front – 40.00 Feet
Side – 30.00 Feet
Rear – 40.00 Feet
Street Side – 20.00 Feet

UTILITY NOTE:

Information concerning existing underground utilities has been obtained from existing records, however, they may not necessarily reflect the exact location of such facilities. Any excavation or construction activity within the property should be done only after contacting Blue Stake for exact location of facilities on this site: Phone 263-1100.

FLOOD PLAIN CERTIFICATION:

This is to certify that the above subject property, located at THE Northwest corner of Riggs and Val Vista Roads, Maricopa County, Arizona, lies within ZONE "X" as designated on the FIRM FLOOD INSURANCE RATE MAP, Panel Number 0401-3C 3035 F, dated December 3, 1993. ZONE "X" is designated as being outside of the 500 year Flood Boundary and, therefore, would not be subject to flooding as determined by the Federal Emergency Management Agency under that circumstance.

NOTES:

1. This Survey and Plat exceeds the required accuracy of 1 foot in 10,000 feet.
2. All property corners are a one-half inch rebar with tag stamped LS 6451 unless otherwise noted on the Survey.
3. No address has been assigned.
4. Assessor's Parcel – Book 304, Map 81, Parcels 8A & 9A
5. Per ALTA/ACSM Table A, Item #15 – Changes in roadway right-of-way completed or proposed not verified – no observable evidence of recent street or sidewalk construction.
6. Per ALTA/ACSM Table A, Item #16 – Visual reconnaissance of the subject property by the Surveyor does not indicate obvious evidence of any sustained or substantial use of the site as a solid waste dump, sump or sanitary landfill, but does not negate the possibility of such which a subsurface investigation might uncover.
7. No natural gas, sanitary sewer or domestic water to the site.
8. Water line is on south side of Riggs Road with water services to the site.
9. Land Area: 60.00 acres more or less.

A.L.T.A./A.C.S.M. CERTIFICATION:

TO: CHANDLER UNIFIED SCHOOL DISTRICT NO. 80, SECURITY TITLE AGENCY AND TICOR TITLE INSURANCE COMPANY.

This is to certify that this map or plat and the survey on which it is based were made (1) in accordance with "Minimum Standard Detail Requirements of ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM and NSPS in 1997 and includes items 1 thru 4 and 6 thru 16 of Table A thereof, and (2) pursuant to the Accuracy Standards (as adopted by ALTA and ACSM and in effect on the date of this certification) of an Urban Survey.

DENNIS H. BRADY — REG. NO. 6451 — DATE 2/14/2001

DIN 91736-1

REVISED: 4-24-01

BRADY-AULERICH & ASSOCIATES, INC.
CIVIL ENGINEERING • LAND SURVEYING
1030 E. Guadalupe Road
Tempe, Arizona 85283
Phone (602) 839-4000 Fax (602) 345-9259
DENNIS H. BRADY P.L.S. ROBERT N. HERMON P.E.
CHRISTOPHER E. AULERICH P.L.S.

DATE 2-14-01 | CHANDLER UNIFIED SCHOOL DISTRICT NO. 80
SCALE: 1"=200' | DRAWN BY: CRK | CHECKED BY: DHB | JOB NO. 001119

MakPro Services, LLC
2036 N. Gentry • Mesa, AZ 85213

Office: 480-890-1927
Email: teresa@makprosvc.com

October 9, 2023

Mr. Jeff Velasquez
J2 Engineering & Environmental Design
4649 E. Cotton Gin Loop, Suite B2
Phoenix, Arizona 85040

Dear Jeff:

MakPro Services, LLC (MakPro) is pleased to provide the following proposal and cost estimate for public involvement services as part J2's master planning process for Chandler's Mesquite Groves Park Master Plan, on the northwest corner of Riggs Road and Val Vista Drive. Public involvement is an important element in projects such as this when trying to engage the nearby community to provide their input to improve nearby parks. It provides a link between the project and the community it impacts and many times, this small link is all that is needed to help a project run more smoothly.

The services included in this scope and fee are based on our experience with the City of Chandler and the information you provided in your recent email, for a master planning effort that will begin in approximately December 2023, and be complete in June 2024. This estimate includes planning, design, preparation, staffing, management, and documentation for two public meetings, two stakeholder meetings, and the communication mechanisms to accompany that effort.

Please take a moment to review this scope and cost estimate and if I've missed or misunderstood any of the project characteristics, or if you'd like to customize this proposal in some other way, please let me know. (p = principal hours / a = associate hours)

Project Meetings & Administration: As part of the planning and public engagement process, MakPro will:

- prep for and attend a kick-off meeting for the project. (p-2 hr)
- prepare for and attend up to up to eight planning/progress meetings to discuss the public engagement approach. (p-8 hrs)
- communications with team and project manager related to effort, and project administration. (p-5 hrs)

Public Meetings (2): Up to two public meetings, assumed to be in-person, will be scheduled to provide an opportunity for nearby residents to provide their comments and feedback, and engage in the process, and view the plan concepts. To that end, MakPro will:

- prepare for and attend up to two planning meetings to discuss public meeting format and presentation. (p-8 hrs)
- coordinate with J2 to develop exhibits or a presentation and identify appropriate comment feedback form or online survey questions/selections. (p-6 hrs)
- develop a draft meeting notification for City/team review to inform nearby residents of the public meeting. (p-8 hrs / a-8 hrs)
- compile a mailing list and HOA community management contact to connect with nearby residents. (a-2 hrs)
- make any revisions to the notification and prepare for printing/distribution. (p-2 hrs)
- prep for, staff, participate in, facilitate and document an in-person public meeting.
- document public meeting Q&A. (p-8 hrs / a-16 hrs)
- compile information from feedback forms/survey and recap for team. (p-6 hrs)
  *estimated hours are for two public meetings

Stakeholder Meetings (2): Up to two stakeholder meetings will be coordinated to meet with key stakeholders near the park to discuss the plan design components and work to address any needs or issues. To that end, MakPro will:

- schedule, prepare for and attend up to two planning meetings to discuss meeting objectives and format. (p-6 hrs / a-2 hrs)
- coordinate with the team to prepare for the meetings and participate, as needed. (4-hrs)
- document the meetings and conduct any follow-up required. (2 hrs)

Community Communications: MakPro will work with the project team and City of Chandler's CAPA Office to identify and create appropriate communication mechanisms, to include:

- create content for a webpage for the project on chandleraz.gov and coordinate with webmaster for creating a page that can be maintained/edited by MakPro and team. (p-4 hrs)
- incorporate updates to webpage after public meetings and as needed to keep current. (p-2 hrs)
- connect with nearby HOAs to ensure they are aware of the master plan process and can share this information with their residents. (a-3 hrs)
- coordinate with CAPA to share information on the City's social media platforms to include NextDoor. (p-2 hrs)
- provide a project hotline for project inquiries or comments. (hotline fee + 4 hrs)

The following cost estimate is provided based on the above tasks/activities with respective hours provided after each task.

Public Involvement Services	Principal Hrs ($120/hr)	Associate Hrs ($100/hr)	Total
Progress Meeting & Administration	15	-	$1,800
Public Meetings (2)	38	26	$7,160
Stakeholder Meetings (2)	12	2	$1,640
Community Communications	10	5	$1,700
Subtotal	**75**	**33**	**$12,300**
Reimbursable Allowance (printing/public meeting materials (e.g., sign-in sheets, comment forms, etc.) and printing/postage for mailers: $1,000 X 2			$2,000
Project hotline ($200/mo for ~5 mos)			$1,000
Grand Total			**$15,300**

The total cost for public involvement services identified herein **should not exceed $15,300.00**, which includes an allowance of $2,000 related to printing and postage, based on an approximate 900 addresses with a 1/3-mile boundary around the site. Costs for translation or interpreter services are not included in this estimate. This estimate assumes a rate of $120/hour for principal and $100/hour for associate hours, and a fee of $200/mo for the project hotline. Printing/postage costs are based on a 2-up mailer, one-side color with current first-class postage rates.

This estimate incorporates efficiencies from one task/activity to another, so removal or adjustment to one activity may require an adjustment of hours in other activities. This proposal assumes any displays, exhibits, engineering designs or details, required for public meeting or information will be provided by Chandler or J2. Changes of substance to this proposal during the project may affect the final cost.

Thank you for the opportunity to work with J2 and the City of Chandler on this exciting project.

Sincerely,



Teresa Makinen

EXHIBIT “F”
FEDERAL REQUIREMENTS

N/A

CHANDLER arizona
Community of Innovation

City Council Memorandum Community Services Memo No. CS24-008

Date:	January 11, 2024
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Dawn Lang, Deputy City Manager - CFO John Sefton, Community Services Director Corey Povar, Community Services Assistant Director
From:	Sandy Popovich, Management Assistant
Subject:	Certified Autism Center Agreement

Proposed Motion:

Move City Council approve an agreement to qualify the Community Services Department, Parks and Recreation Divisions, with the Certified Autism Center designation, and authorize the City Manager to execute the agreement.

Background/Discussion:

On June 29, 2023, the City Council approved budget amendments including $10,000 in ongoing funding for training and program development to become an Autism Certified City. The Community Services Department, Parks and Recreation Divisions, are seeking authorization to engage the International Board of Credentialing and Continuing Education Standards (IBCCES) and enter into a five-year agreement supporting the department's designation as a Certified Autism Center. The Community Services Department will be the first city unit to go through this credentialing process, which may then be expanded to other units to eventually achieve the Autism Certified City designation as personnel and budgetary resources allow.

IBCCES is recognized as an industry leader in cognitive disorder training and certification for education, healthcare, corporate, and travel and entertainment professionals around the globe. IBCCES provides evidence-based training and certification programs created in conjunction with its board of clinical and subject matter experts and autistic individuals to provide professionals with a better understanding of autism and other neurodivergencies.

This initiative reflects the city’s commitment to creating an inclusive and supportive environment for individuals with autism and sensory sensitivities, as well as their families and caretakers. The agreement and IBCCES services outline a comprehensive training program for Community Services staff. This program will enhance awareness and understanding of autism-related challenges and include safety and communication protocols and best practices. To qualify, a minimum of 80% of the Parks and Recreation divisions' customer-facing staff are to be trained. Additionally, IBCCES will conduct five facility audits that aim to offer valuable suggestions on enhancing accessibility. These audits and recommendations will focus on strategies to make Chandler's community spaces more inclusive and accommodating for individuals with autism.

Evaluation:

Staff recommends the direct selection of IBCCES because it is currently the only entity offering the Certified Autism Center designation.

Financial Implications:

This agreement is a five-year term, which provides for ongoing training of staff. The cost is $9,927 per year, for a total projected five-year cost of $49,635. Ongoing funding of $10,000 was approved as a Council budget amendment in 2023.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.4555.5219.8PRA	General	Certified Autism Center	$9,927	N

Attachments

Certified Autism Center Agreement

CERTIFIED AUTISM CENTER
Agreement

5-year term



IBCCES

International Board of Credentialing and Continuing Education Standards

IBCCES Contact:	Brianna Hunt	brianna@ibcces.org	904.428.0980
Proposal Date:	3.8.2023	**Proposal Expiration Date:**	**11.30.2023**

TO:	**ACCOUNTING/BILLING CONTACT:**
Becky Kuiper, Recreation Superintendent *City of Chandler Parks & Recreation* *City of Chandler, AZ* *1-4807822908* *rebecca.kuiper@chandleraz.gov*	*Josh Adams,* *480-782-2906,* *Joshua.adams@chandleraz.gov*

QTY	DESCRIPTION
1	Certified Autism Center designation (after 80% training requirement met - 544 staff)
20	High contact staff - 1-4 CE Autism Certificate
20	Leadership program - 8 CE training and Autism Certification (Hospitality)
unlimited	Management/supervisors - 4 CE autism sensitivity and awareness training
unlimited	Aquatics/lifeguard program- 4 CE autism training and certification
unlimited	Front line/seasonal guest-facing staff - 30min autism sensitivity & awareness training
5	Onsite audit - onsite review, comprehensive report +sensory guides (does not incl. travel expenses)

TERM	PAYMENT DATE	AMOUNT DUE
Year 1	30 days after execution	$ 9,927.00
Year 2	on anniversary of agmt execution	$ 9,927.00
Year 3	on anniversary of agmt execution	$ 9,927.00
Year 4	on anniversary of agmt execution	$ 9,927.00
Year 5	on anniversary of agmt execution	$ 9,927.00
	TOTAL	$ 49,635.00

CAC REQUIREMENTS

- Dedicated to serving individuals with Autism
- At least 80% of customer-facing staff is trained and certified in Autism
- Committed to ongoing training
- CAC designation is valid for one (1) location/organization and is non-transferable. Earning a CAC does not allow for "train the trainer" or for a CAC to designate another individual or organization as a CAC
- CAC designation must be renewed every 2 years (based on date of purchase)

CAC DELIVERABLES

- Framed Certification (1)
- Signage/posters (2)
- Press Release for distribution
- Validated Digital Certification Badge for display on website Listing on Registry and AutismTravel.com as a CAC

CAC PROCESS

- Client review and sign proposal
- IBCCES generates invoice based on signed proposal
- IBCCES provides trainee spreadsheet for completion – requires first name, last name, email address, and job title for each individual completing training
- Once payment or purchase order is received, individuals on the training list will receive access to training and login instructions
- All applicant must complete training pass an online competency exam
- After 80% threshold is met, CAC designation will be awarded
- If an onsite review is part of package, IBCCES will schedule onsite visit and presentation of audit report
- IBCCES will then provide public relations best practices and recommendations for CAC announcement

Terms and Conditions

The foregoing Proposal and these terms and conditions ("Terms and Conditions," and together with the Proposal, this "Agreement")) govern your use of the Content (as defined under "Ownership of Intellectual Property" herein) and all other matters related to your Certified Autism Center (CAC) designation and shall be effective as of the date that you (also referred to as "Client") execute this Agreement (the "Effective Date"). In the event of any conflict between these Terms and Conditions and the Proposal, these Terms and Conditions shall control.

Financial

You agree that you will pay for all products and services you purchase from International Board of Credentialing and Continuing Education Standards ("IBCCES") as set forth in the Proposal, and that IBCCES may charge your payment method for such products and/or services and for any additional amounts (including any late fees, as applicable) that may be accrued by your account with IBCCES ("Account"). YOU ARE RESPONSIBLE

FOR THE TIMELY PAYMENT OF ALL FEES (PER THE TERMS OF EACH INVOICE) AND FOR PROVIDING IBCCES WITH A VALID PAYMENT METHOD FOR PAYMENT OF ALL FEES. The total fee set forth in the Proposal (the "Fee") shall be paid in five (5) equal annual installments. The first annual installment of the Fee shall be due on the Effective Date or no later than the time set forth in the invoice for such installment. The remaining four (4) installments of the Fee shall be due on each anniversary of the Effective Date thereafter during the Term (as defined under "Term; Certification Renewal, Expiration, or Revocation" herein), pursuant to the invoice terms for each installment. Receipt of the first installment by IBCCES is required for you to be implemented into our program and to receive access to training. Payment of the first annual installment of the Fee ensures you have a seat reservation for the training, certification and/or exam.

Professional Responsibility

You understand that the IBCCES credential does not in any way provide permission to practice outside the scope of your professional license. IBCCES assumes no liability for your irresponsible practice or behavior. You are expected to seek continuing education that will enhance the care and/or education for students and/or clients entrusted to your care. You maintain your certification by staying current with continuing education requirements based on your certification:

Advanced Certified Autism Center Badge (logo)

Consumers have come to know and trust the Certified Autism Center (CAC) Badge (the "Badge"). Under the License granted herein (as set forth under "License Grant and Restrictions" below), you may use this Badge in your print and broadcast advertisements, on your invoices and business cards, in brochures and on your website to provide a favorable first impression to consumers. Please note, however, in no way does IBCCES guarantee or promise any increase in consumer behavior as a result of such actions. If you apply and are approved as a certified center, you will receive an official Badge with a CAC number and be awarded the Certified Autism Center designation for your location (which may not be transferred). You will be added to the AutismTravel.com website as a "Certified Destination." Additionally, your location will be linked to the Certified Autism Center page in our monthly newsletter that goes out to all our credentialed professionals. If and when your certification expires, you are responsible for immediate (within 15 days) removal of the Badge from all marketing and customer facing materials.

Professional Competence and Integrity

You will not engage in any activity outside of the scope of limitations set forth by your professional license and you will not engage in a treatment, therapy, or activity outside of your professional training or comfort. Any such activity may result in immediate revocation of certification. You acknowledge that IBCCES is not liable for your actions or results of your actions at any level, and you accept full responsibility for acquiring and maintaining the necessary training to successfully complete your job. You will not make guarantees on any specific treatment or approach, but may provide reasonably expected outcomes. You will actively be engaged in increasing your level of knowledge and training in applicable treatment, care, and applicable strategies at a minimum of a biennial period. You will represent yourself in an honest and straightforward manner with clients, guardians, supervisors, colleagues, and IBCCES personnel. Fraud, deceit, misrepresentation, and illegal behavior are not tolerated by IBCCES and may constitute grounds for revocation of certification. Possessing an IBCCES credential does not insinuate in any way that you are an employee of IBCCES or have special clearance or authority beyond what is granted to you by your license, employer, or the institution in which you are working. Notwithstanding anything herein to the contrary, an IBCCES credential in no way imparts on you any license or credential to practice any type of profession beyond what you are licensed to practice by the appropriate governing board applicable to your profession. You represent and warrant to IBCCES that you possess a valid and up-to-date license issued by the appropriate governing board applicable to your profession and will maintain such license during your certification.

Term; Certification Renewal, Expiration, or Revocation

You acknowledge that your IBCCES credentials are valid for the length of the License, which shall have a term of five (5) years from the date the first installment of the Fee is received by IBCCES (the "Term"). Upon expiration of the Term, this Agreement shall terminate and your certification will need to be renewed with your preferred form of payment upon mutual written agreement of the parties. Upon expiration of the Term or revocation of a credential (as hereinafter provided), the usage of any Content (as defined under "Ownership of Intellectual Property" below) will be immediately terminated. Revocation of an IBCCES credential will be made by a final decision from the IBCCES Standards and Ethics Committee. There will be no refund provided in whole or in part in the event (1) a revocation is made by the Standards and Ethics Committee, (2) IBCCES terminates your rights pursuant to "Violation of Terms and Conditions" set forth herein, or (3) you terminate this Agreement prior to the end of the Term.

Termination

Upon Client's completion of initial training and IBCCES's delivery of the Deliverables identified on page 2 of this Agreement, IBCCES will be deemed to have substantially completed performance of work under this Agreement and to have earned 100% of the Fee. Any additional work to be performed by IBCCES over the course of the Term is de minimus in value. Any installment payments over the five-year term are for the convenience of the Client. Therefore, in the event that Client terminates the Agreement prior to the expiration of the Term, any remaining installment payments are immediately due and payable.

Ownership of Intellectual Property

For purposes of these Terms and Conditions, "Content" is defined as any information, communications, software, published works, photos, videos, graphics, music, sounds, or other material that is provided to you by IBCCES, including, but not limited to, the Badge (and any intellectual property rights related thereto). All Content is owned by IBCCES, its affiliates, or licensors. By accepting these Terms and Conditions, you agree that all Content is protected by any and all intellectual property and/or other proprietary rights available, and is the sole property of IBCCES, its affiliates, or licensors. Title to the Content remains with IBCCES, its licensors, or affiliates, and all rights not expressly granted herein are reserved to IBCCES, its licensors, or affiliates. Content and features are subject to change or termination without notice by IBCCES in its sole discretion.

License Grant and Restrictions

IBCCES hereby grants you, for so long as your certification remains valid, the non-exclusive, non-transferable, worldwide right to use the digital Badge and certificate, solely to promote and advertise your certification (and for no other purpose), subject to the provisions of these Terms and Conditions (the "License"). The License permits you to post the Badge on any of your marketing materials (electronic or print) or website to showcase your designation as a Certified Autism Center, as well as engage in the other activities authorized by these Terms and Conditions. IBCCES reserves the right to approve or disapprove, in its sole discretion, any use of the certificate or Badge.

Limited Right to Use Content

Except for exhibiting the digital Badge and certificate in connection with your profession and in compliance with these Terms and Conditions, you may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any Content in any form or by any means whatsoever without prior written permission from IBCCES, which may be withheld in its sole discretion. Any unauthorized use of Content violates IBCCES' intellectual property interests and could result in criminal or civil penalties. Under no circumstances may you sell or license any of the Content.

Violation of Terms and Conditions

If you violate any of these Terms and Conditions, your permission to use the digital Badge and certificate automatically terminates and you must immediately destroy any copies you have made of any portion of those items. You agree that IBCCES may, at its sole discretion, terminate or suspend your access to all or part of the Content with or without notice and for any reason, including, without limitation, breach of these Terms and Conditions. Any suspected fraudulent, abusive or illegal activity may be grounds for barring your access to the Content, and reporting you to the proper authorities, if necessary.

Liability of IBCCES

The Content is provided "as is" and the use of the Content is at your own risk. IBCCES, its licensors, its affiliates, and its suppliers, to the fullest extent permitted by law, expressly disclaim all warranties, either express or implied, statutory or otherwise related to the Content, including, but not limited to, the implied warranties of merchantability, non-infringement of third parties' rights, and fitness for a particular purpose. Without limiting the foregoing, IBCCES, its affiliates, its licensors, and its suppliers make no representations or warranties about the accuracy, reliability, or completeness of the Content. In no event shall IBCCES, its licensors, its affiliates, or its suppliers be liable for any damages (including, without limitation, incidental and consequential damages, personal injury/wrongful death, lost profits, or damages resulting from lost data or business interruption) resulting from the use of or inability to use the Content or from these Terms and Conditions, whether based on warranty, contract, tort, or any other legal theory, and regardless of whether IBCCES, its licensors, its affiliates, or its suppliers are advised of the possibility of such damages. The total cumulative liability of IBCCES, together with its officers, managers, members, employees, licensors, partners, suppliers, and affiliates, to you or any third parties in any circumstance arising out of or relating to these Terms and Conditions is limited to the amount of fees you paid to IBCCES in the twelve (12) months prior to the action giving rise to liability. Any claims arising in connection with your use of the Content or with these Terms and Conditions must be brought within one (1) year of the date of the event giving rise to such action occurred. Remedies under these Terms and Conditions are exclusive and are limited to those expressly provided for in these Terms and Conditions.

Indemnity

You agree to defend, indemnify, and hold IBCCES, its members, managers, officers, employees, contractors, agents, licensors, affiliates, partners, and suppliers, harmless from and against any and all claims, actions, or demands, liabilities, and settlements, including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms and Conditions.

Governing Law and Venue

These Terms and Conditions are governed by the internal substantive laws of the State of Arizona, without respect to its conflict of laws principles. If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any of these Terms and Conditions shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

Addendum

The "CAC Agreement Supplemental Terms" executed by the Parties concurrently and attached hereto is incorporated in its entirety.

[Signature Page Follows]

Agreed To By:

Organization Name: City of Chandler

Representative Name: Joshua H. Wright

Title: City Manager

Signature: _____

Date: _____

CAC Agreement Supplemental Terms

The supplemental terms herein are made part of and incorporated into the Agreement between the International Board of Credentialing and Continuing Education Standards ("IBCCES") and the City of Chandler, acting through the Community Services Department (the "City"), executed concurrently herewith on this _____ day of _____, 2023.

Legal Worker Requirements. Arizona Revised Statutes (A.R.S.) § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, IBCCES agrees IBCCES 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 IBCCES's or subcontractor's employee who provides services under this Agreement to ensure that the IBCCES and subcontractors comply with the warranty under this provision.

Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, IBCCES certifies and agrees IBCCES 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.

Covenant Against Contingent Fees. IBCCES 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 IBCCES'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.

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

Signatures on following page

City of Chandler

By: _____
Joshua Wright, City Manager

International Board of Credentialing and Continuing Education Standards

By: _____
Name:_____
Title: _____

APPROVED AS TO FORM:

By: Dawn McGinnis for _____
City Attorney

ATTEST:

By: _____
City Clerk

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 23-050FA

Date: January 11, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Micah Miranda, Acting Development Services Director
From: Harley Mehlhorn, Planner
Subject: PLH23-0029 Alma Office Building Rezoning, Final Adoption of Ordinance No. 5074
Request: Rezone from Single-Family Residential (SF-8.5) to Planned Area Development (PAD) for administrative office and limited commercial uses.
Location: 877 N. Alma School Road, more generally located south of the southeast corner of Alma School and Ray Roads
Applicant: Ming Chen, Owner

Proposed Motion:

Move City Council adopt Ordinance No. 5074 approving PLH23-0029 Alma Office Building Rezoning, Rezoning from Single-Family Residential (SF-8.5) to Planned Area Development (PAD) for administrative office and limited commercial uses, subject to the conditions as recommended by Planning and Zoning Commission.

Background Data:

- Subject site currently zoned SF-8.5
- Long history of Use Permits for administrative office on subject site. Original permit granted in 2005 for a one (1) year time condition. Subsequent Use Permits granted in 2007 for a three (3) year, 2010 for a five (5) year, and an indefinite conditional permit granted in 2017.
- This request is to permanently entitle administrative office and to add limited commercial uses that are compatible with surrounding neighborhoods.

Surrounding Land Use Data:

North	Single-Family Residential (SF-8.5)	South	Single-Family Residential (SF-8.5)
East	Alleyway, then Single-Family Residential (SF-8.5)	West	Alma School Road, then Commercial (C-2)

General Plan and Area Plan Designations:

Plan Type	Existing	Proposed
General Plan	Neighborhoods	No change

Proposed Development

Existing Acreage	10,998 sq ft. (.25 acres)
Existing Building Size	Gross 2,007 sq. ft. Net 1,742 sq. ft.
Parking Required	7 (1:250)
Parking Provided	7

Review and Recommendation

The subject site has a long history of Use Permits to allow for administrative office under the Residential Conversion Policy (RCP). The first such Use Permit was granted on a conditional one-year basis in 2005, with subsequent use permits following in 2007, 2010, and finally in 2017. For the most part, the Use Permits have been time extensions, with the exception of the 2017 Use Permit which granted the allowance of up to four employees. This request is to permanently entitle administrative office and limited commercial uses through a rezoning. The proposed commercial uses shall be limited by stipulation to administrative office, professional services including legal office, accounting, and other like services, limited counseling services, and other similar uses.

The property is currently and has historically been occupied by an architect and serves as the administrative office thereto. Over the years of occupancy, there has been work done that is not in conformance with code or the use permit approvals, such as the addition of parking beyond the right of way line, an oversized shed, and non-conforming drive-aisle widths. As part of this application, all of these issues will be rectified as shown in the attached site plan. The proposed site is now to function as any commercial site in Chandler from a code perspective with the applicable site development standards. Through creative design, the applicant has been able to achieve 24' drive aisles and adequate parking per code standards with a roundabout-style circulation pattern toward the east end of the site. This PAD seeks relief from the parking setback and landscape buffer on the south due to the site constraints. Given that this is an infill piece that has been operating under the RCP for over a decade, staff finds these deviations reasonable given the site constraints and intent to keep the existing building footprint in-line with the residential character of the homes fronting on Alma School Road. No architectural modifications are proposed as a part of this request.

Staff finds this request reasonable considering the history of the site as a business with no complaints on record for traffic, noise, or other negative externalities. Given the site is accessed exclusively from Alma School Road, there is no impact on the circulation or traffic of the surrounding neighborhood. The proposed uses are limited to those that have been historically compatible for residential

conversions. Further, the proposed site modifications substantially improve the parking, safety, and circulation of the site. Staff finds this request to be in conformance with the General Plan.

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 August 24th, 2023, at which no residents attended.
- As of the writing of this memo, Planning staff is not aware of any opposition to this request.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting on November 15, 2023
Motion to recommend approval

In Favor: 5 Absent: 1 (Lopez)

Recommended Conditions of Approval

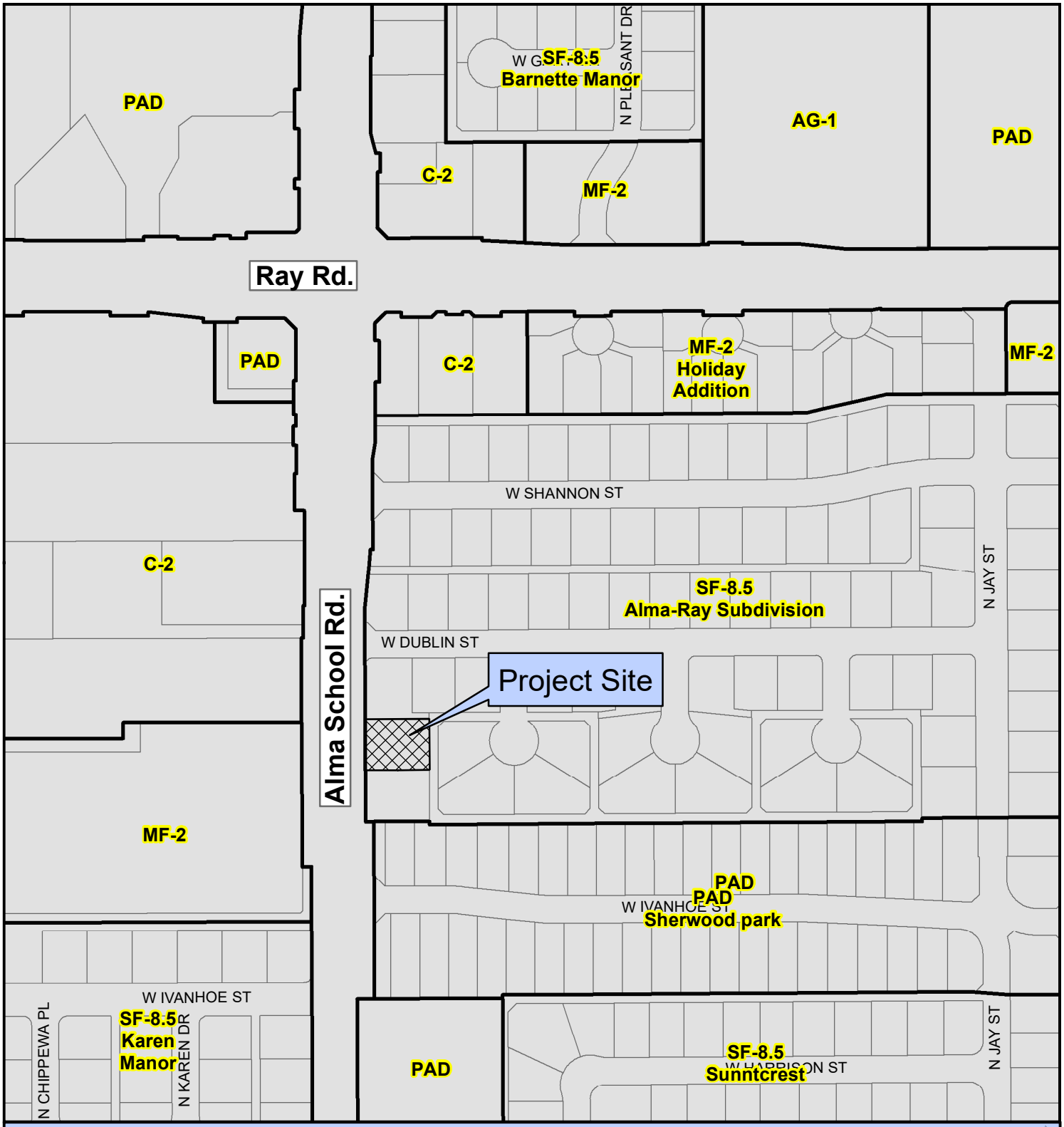
This ordinance was introduced and tentatively adopted on December 7th, 2023

Planning staff find the request is in compliance with the General Plan and Planning and Zoning Commission recommends the City Council approve Rezoning from SF-8.5 to PAD for administrative office and limited commercial uses, subject to the following conditions:

1. Development and use of the overall site shall be in substantial conformance with the exhibit labeled "Site Plan" kept on file in the City of Chandler Planning Division, in File No. PLH23-0029, modified by such conditions included at the time the exhibit was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by Chandler City Council.
2. Commercial uses shall be limited to administrative office; professional services including legal office, accounting, and other like services; limited counseling services that have no more than one customer on-site at a time; and other like uses.
3. Except for limited counseling services that have no more than one customer on-site at a time, medical office is prohibited.
4. No business on-site shall operate beyond 6 p.m.
5. All employees and clients shall park on-site.
6. The site shall be maintained in a clean and orderly manner.
7. Any modifications to the existing building or any future development shall comply with SF-8.5 development standards and shall be subject to administrative approval by the Zoning Administrator prior to building permit issuance.
8. Signage shall be processed under separate permit and shall follow the guidelines for Neighborhood Commercial (C-1) as prescribed in Chapter 39 of Chandler City Code.

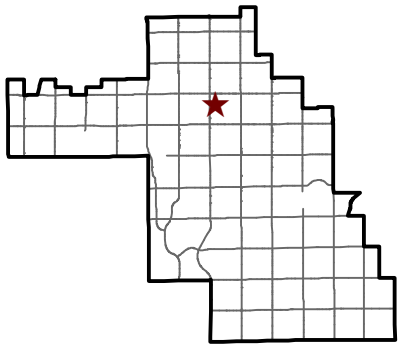
Attachments

Vicinity Maps
Ordinance 5074
Narrative
Site Plan



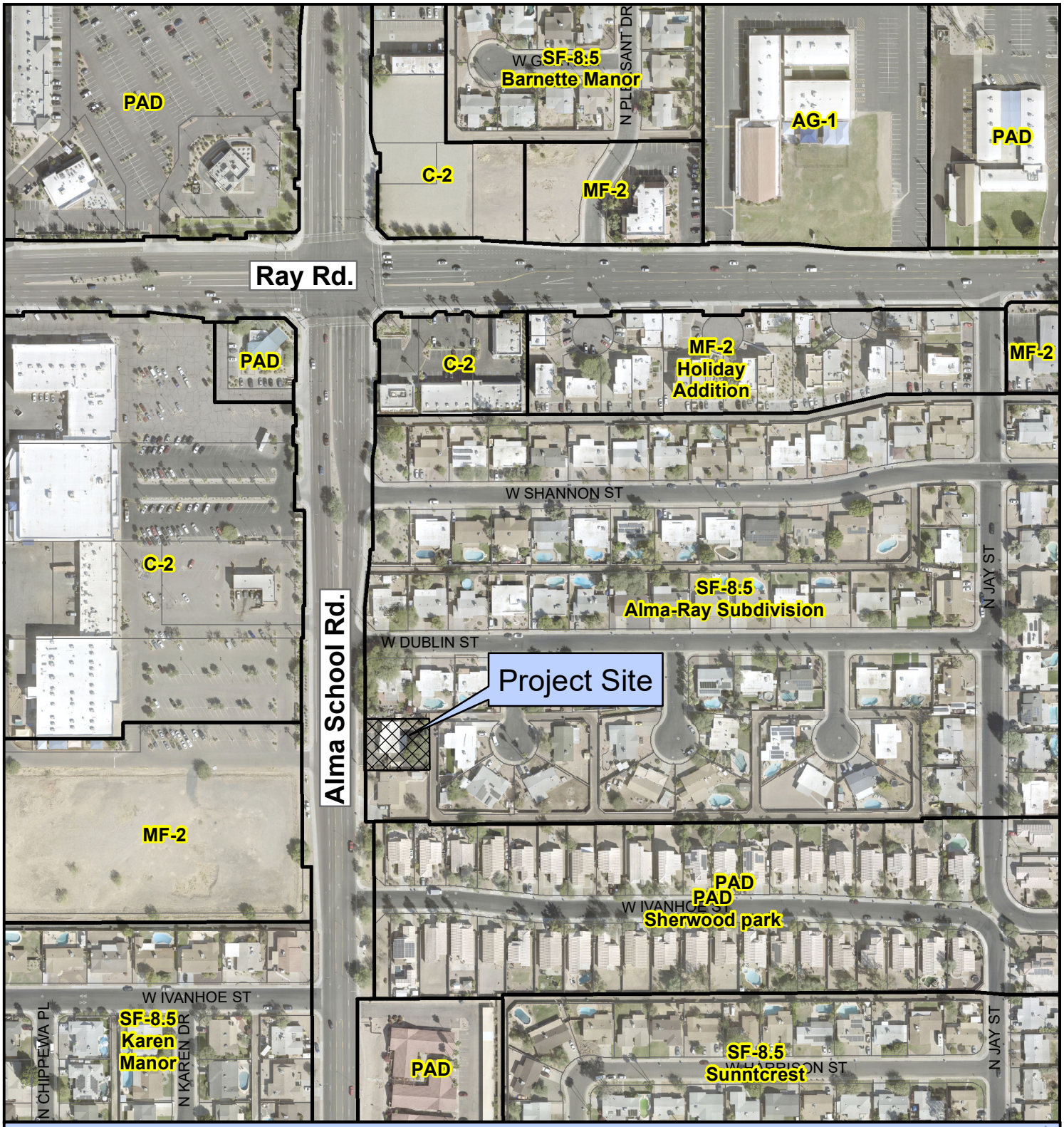
PLH23-0029 Alma Office Building

Proposed Project Details
877 N. Alma School Rd.
Rezoning from Single-Family Residential (SF-8.5) to PAD for administrative office and limited commercial uses



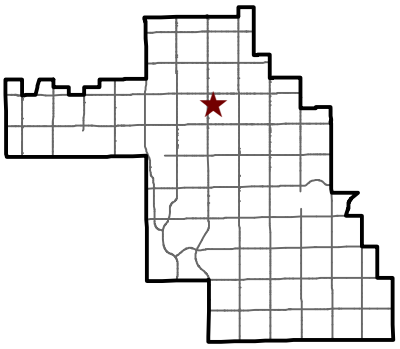
CHANDLER arizona

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



PLH23-0029 Alma Office Building

Proposed Project Details
877 N. Alma School Rd.
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ORDINANCE NO. 5074

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY REZONING A PARCEL FROM SINGLE-FAMILY RESIDENTIAL (SF-8.5) TO PLANNED AREA DEVELOPMENT (PAD) FOR ADMINISTRATIVE OFFICE AND LIMITED COMMERCIAL USES IN CASE PLH23-0029 (ALMA OFFICE BUILDING REZONING) LOCATED SOUTH OF THE SOUTHEAST CORNER OF ALMA SCHOOL AND RAY ROADS 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 the time, place, and date of public hearing; and

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

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

WHEREAS, a public hearing was held by the 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 SF-8.5 to PAD for Administrative Office and Limited Commercial Uses:

1. Development and use of the overall site shall be in substantial conformance with the exhibit labeled "Site Plan" kept on file in the City of Chandler Planning Division, in File No. PLH23-0029, modified by such conditions included at the time the exhibit was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by Chandler City Council.

2. Commercial uses shall be limited to administrative office; professional services including legal office, accounting, and other like services; limited counseling services that have no more than one customer on-site at a time; and other like uses.

3. Except for limited counseling services that have no more than one customer on-site at a time, medical office is prohibited.

4. No business on-site shall operate beyond 6 p.m.

5. All employees and clients shall park on-site.

6. The site shall be maintained in a clean and orderly manner.

7. Any modifications to the existing building or any future development shall comply with SF-8.5 development standards and shall be subject to administrative approval by the Zoning Administrator prior to building permit issuance.

8. Signage shall be processed under separate permit and shall follow the guidelines for Neighborhood Commercial (C-1) as prescribed in Chapter 39 of Chandler City Code.

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. 5074 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

Lot 81 of Alma Ray Subdivision, a subdivision recorded in book 133 of maps, page 2, records of Maricopa County, Arizona.

CHEN Architects International
A Subsidiary of CHEN Int'l, LLC
877 N. Alma School Road
Chandler, Arizona 85224-3662
TEL: (480)792-1200 FAX: (480)792-1288

PROJECT NARRATIVE

Rezoning PLH23-0029 Alma Office Building Rezoning

Date: June 15, 2023 Revision

Project Name: Alma Office Building

Project Address: 877 N. Alma School Rd., Chandler, Arizona 85224

Zoning/APN: SF-8.5 / 302-49-202

Lot Size: 11,042 SF (0.25 AC)

Floor Area: 2,007 SF with 180 SF of Wood Shed

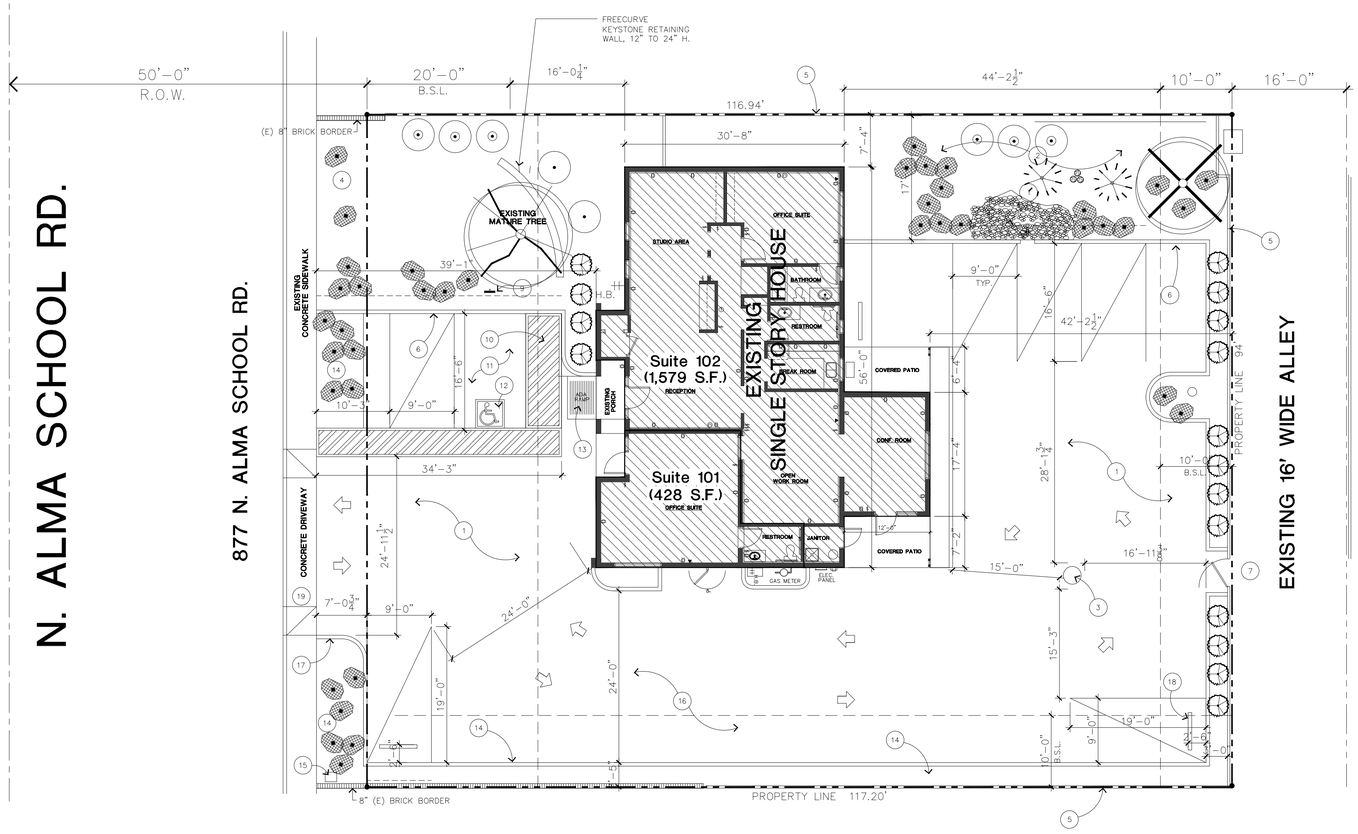
Property Description: The existing Residential Converted Office Building has frontage to Alma School Road, an arterial road in west; a 16' wide alley in the east as a buffer to the 51-year-old old subdivision; an old house on the north; and a City's owned rental house for longer than 20 years in the south.

Project Objectives: Apply for P.A.D. Zoning.

Proposed Permitted Usages: Admin. Offices, Legal Counseling, Accounting, Professional Offices, Limited Counseling Services, and like uses.

Project Data:

1. Period of Use Permits - 19 years, or since 2004
2. Maximum number of occupants: 20 (2,007 SF/ 100 SF = 20)
3. Number of Parking Spaces Required: 7 (1,742 SF/ 250 SF = 6.97)
4. Number of Parking Spaces Provided: 7 (1 Accessible+ 6 Standard)
5. Space Plan – See the attached plans.
    a. Suite 101 – 428 SF
    b. Suite 102 – 1,579 SF
6. Business Hours – 8am~5pm, Mon. to Fri., by appointments on weekends.
7. Certificate of Occupancy for Offices (Occupancy B) – in 2021



SITE PLAN

SCALE: 1"=10'-0"

KEYNOTES

1. EXISTING ASPHALT CONCRETE DRIVEWAY TO REMAIN.
2. EXISTING DESERT PLANTING AREA WITH SPRINKLER DRIP SYSTEM.
3. EXISTING MATURE TREES TO REMAIN.
4. EXISTING DECOMPOSED GRANITE GRAVEL ON GROUND TO REMAIN.
5. EXISTING MASONRY FENCE TO REMAIN.
6. EXISTING 6" EXTRUDED CONCRETE CURB.
7. EXISTING 4' WIDE WROUGH IRON FENCE.
8. WHITE PARKING STRIPPING.
9. EXISTING ACCESSIBLE SIGN WITH METAL POST.
10. EXISTING 5' WIDE ACCESSIBLE ISLE WITH YELLOW STRIPES ON PAVING.
11. EXISTING 10'X18' ACCESSIBLE PARKING SPACE.
12. EXISTING 4'X4' HANDICAP SYMBOL PAINTED ON PAVING IN YELLOW COLOR.
13. EXISTING 1:12 ACCESSIBLE CONC. RAMP WITH BLIND LINES.
14. NEW DESERT PLANTING AREA WITH SPRINKLER DRIP/ TIMER SYSTEM.
15. EXISTING WATER METER TO REMAIN.
16. NEW ASPHALT CONCRETE DRIVEWAY.
17. NEW 6" EXTRUDED CONCRETE CURB.
18. NEW 6"X6' PRECAST CONCRETE BUMPER.
19. CONCRETE DRIVEWAY AS PER MAG251 STANDARD.

PROJECT DATA

ZONING: SF-8.5 (EXISTING)
(CITY OF CHANDLER ZUP16-0014)
PAD (PROPOSED)
INCLUDING ADMIN. OFFICES & SERVICES, BEAUTY SALONS, COUNSELING CLINICS, ETC.

PARCEL: 302-49-202

TYPE OF CONSTRUCTION: V-B

OCCUPANCY: B (APPROVED RESIDENTIAL CONVERSION OFFICES)

GROSS LOT AREA: 15,698 SQ. FT. (0.36 AC.)
NET LOT AREA: 10,998 SQ. FT. (0.25 AC.)

GROSS FLOOR AREA: 2,007 SQ. FT. (EXISTING)
USABLE FLOOR AREA: 1,742 SQ. FT. (EXISTING)

PARKING REQUIRED: 7 (1,742 S.F. / 250 SF = 6.97)

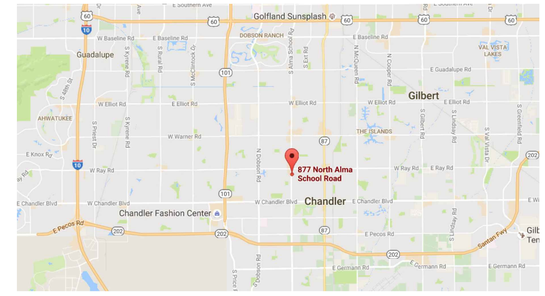
PARKING PROVIDED: 7 (1 ACCESS. + 6 STANDARD)
ACCESS. SPACE – 10'X19'
STANDARD SPACE – 9'X19'

CODES:
2021 I.B.C. WITH CHANDLER'S AMENDMENTS
2021 I.M.C. WITH CHANDLER'S AMENDMENTS
2021 I.P.C. WITH CHANDLER'S AMENDMENTS
2020 N.E.C.
2021 I.F.C., I.F.G.C.
2021 I.E.C.C.
2021 I.E.B.C.
2017 ICC A117.1 STANDARD FOR ACCESSIBLE

GENERAL NOTES

1. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN FIELD. IF DIMENSIONAL ERROR OCCURS OR CONDITIONS NOT COVERED IN DRAWINGS IS ENCOUNTERED, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT OR OWNER BEFORE COMMENCING THAT PORTION OF THE WORK.
2. THE OWNER TO SELECT FINAL FINISHES, COLORS AND SIZES OF INTERIOR BUILDING MATERIALS.
3. ALL DIMENSIONS MEASUREMENTS ARE TO FACE OF GYPSUM BOARD, UNLESS OTHERWISE NOTED.

VICINITY MAP



DRAWING INDEX

A-1 SITE PLAN/FLOOR PLANS, PROJECT DATA AND NOTES

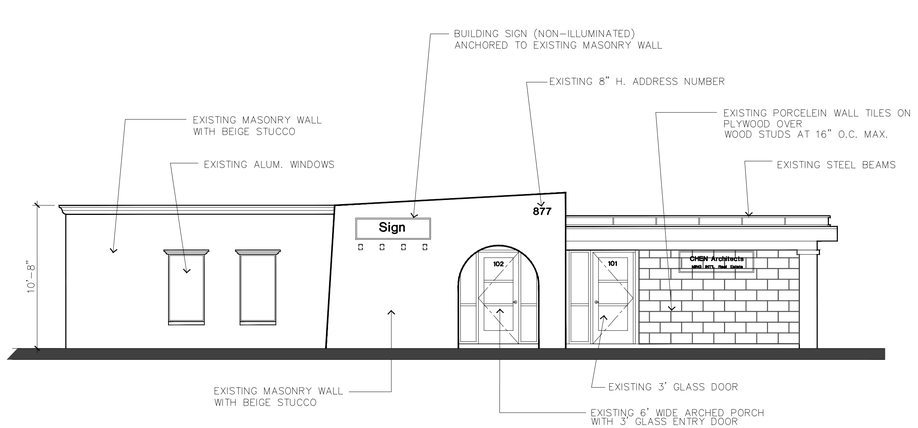
CITY'S APPROVAL

CASE ZUP16-0014

LEGENDS

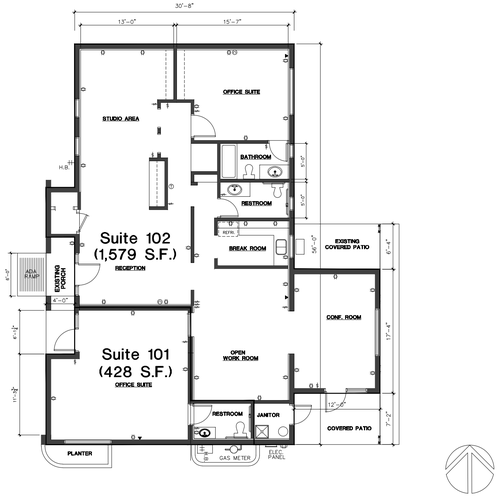
- EXISTING WALL TO REMAIN.
- X — KEYNOTE NUMBER
- X / X — DETAIL NUMBER / SHEET NUMBER
- EXISTING TREE TO REMAIN
- SHRUB
- LANTANA MONTEVIDENSIS PURPLE & GOLD (HALF & HALF) 1 GALLON
- NERIUM OLEANDER 'PETITE PINK' PETITE OLEANDER 5 GALLON
- OCOTILLO 15 GAL.
- DIRECTION OF TRAFFIC

NOTE: GROUND TOPPING 2" DECOMPOSED GRANITE IN ALL LANDSCAPE AREAS



EXISTING FRONT ELEVATION (WEST)

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



EXISTING FLOOR PLAN

SCALE: 1"=10'-0"

The drawing is an instrument of service and the property of CHEN Architects International, Phoenix, AZ, and shall remain in their property. The use of this drawing shall be restricted to the original site for which it was prepared and publication thereof is expressly limited to such use. Reuse, reproduction or publication by any method in whole or in part is prohibited without their written consent.

RE-ZONING APPLICATION FOR:

CHEN ARCHITECTS OFFICES

PROFESSIONAL OFFICES

877 N. Alma School Rd.
Chandler, Arizona

Date: 7-13-2023

Job No: CA 23000
Project Mgr: MGC
Drawn By: CADD
Checked By: MGC

No.	Revision	Date

CHEN Architects International
877 N. Alma School Rd.
Chandler, Arizona 85224-3662
(480)792-1200 TEL
(480)792-1288 FAX

MING-GIN CHEN ARCHITECT
CERTIFICATE NO. 21342
MING-GIN CHEN
Date Signed 7-13-23
ARIZONA, U.S.A.
Expires 6/30/25

A-1

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 23-052

Date: January 11, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Micah Miranda, Acting Development Services Director
From: Benjamin Cereceres, Planner
Subject: PLH23-0051 Paseo Lindo Chick-Fil-A
Request: Preliminary Development Plan approval to modify an existing drive-thru restaurant, including adding a drive-thru lane and a shade canopy that encroaches into the western building setback.
Location: 3871 S. Arizona Avenue, located at the Northeast corner of Ocotillo Road and Arizona Avenue
Applicant: Nick Sobraske, Gammage & Burnham

Proposed Motion:

Move City Council approve Preliminary Development Plan PLH23-0051 Paseo Lindo Chick-Fil-A for the modification of an existing drive-thru restaurant, including adding a drive-thru lane and shade canopy that encroaches into the western building setback, subject to the conditions as recommended by Planning and Zoning Commission.

Background Data:

- Zoned Planned Area Development (PAD) for commercial
- Existing zoning/preliminary development plan approval in 2009 permits a restaurant with a drive-thru
- Preliminary Development Plan (PDP) required for waivers from setbacks to allow for the encroachment of a drive-thru lane with a shade canopy

Surrounding Land Use Data:

North	PAD for commercial	South	PAD for commercial

East	PAD for commercial	West	Across Arizona Avenue: Hamilton High School

Proposed Development:

	Restaurant with Drive-Thru
Existing Building Square-Footage	4,788 Square-Feet
Proposed Building Square-Footage	No Change
Existing Required West Front Yard Setback	50'
Proposed Front Yard Setback	37.22' (To proposed shade canopy)

Review and Recommendation:

The existing restaurant with drive-thru was permitted and developed under the original zoning case and PDP, which did not allow for waivers of the required setbacks. Instead, the proposed setback modification must be processed through a new Preliminary Development Plan. The site is located within the Paseo Lindo shopping center and the existing restaurant with drive-thru was built in 2015. Due to the restaurant's high demand, a second drive-thru lane is being proposed with two shade canopies requested. One canopy will be located on the south side of the restaurant that will abut the shopping center internal drive, while the second shade canopy will be located on the west side adjacent to Arizona Avenue and require a reduced setback of approximately 37' rather than maintaining the required 50' setback. Both the existing and proposed drive-thru lanes meet City Code drive-thru standards.

The proposed drive-thru canopy design is consistent with the existing restaurant and surrounding development by using colors and materials such as brick wainscoting and stucco finished pillars. Staff finds that the requested setback wiaver is justified given there will be a screen wall and landscape tract that will provide screening of the canopy. Additionally, a second drive-thru lane will help alleviate traffic congestion that has been an issue at this location. For these reasons, staff finds the proposal to be consistent with the goals of the General Plan.

Public / Neighborhood Notification

- The request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting was held on October 23, 2023. No residents were in attendance.
- As of the writing of this memo, Planning staff is not aware of any opposition to the request.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting December 20, 2023
Motion to Approve

In Favor: 7 Opposed: 0

Recommended Conditions of Approval

Planning and Zoning Commission recommends the City Council approve the Preliminary Development Plan, subject to the following conditions:

1. Development of the site shall be in substantial conformance with the conceptual exhibits entitled "Conceptual Exhibits".

2. The site shall be maintained in a clean and orderly manner.

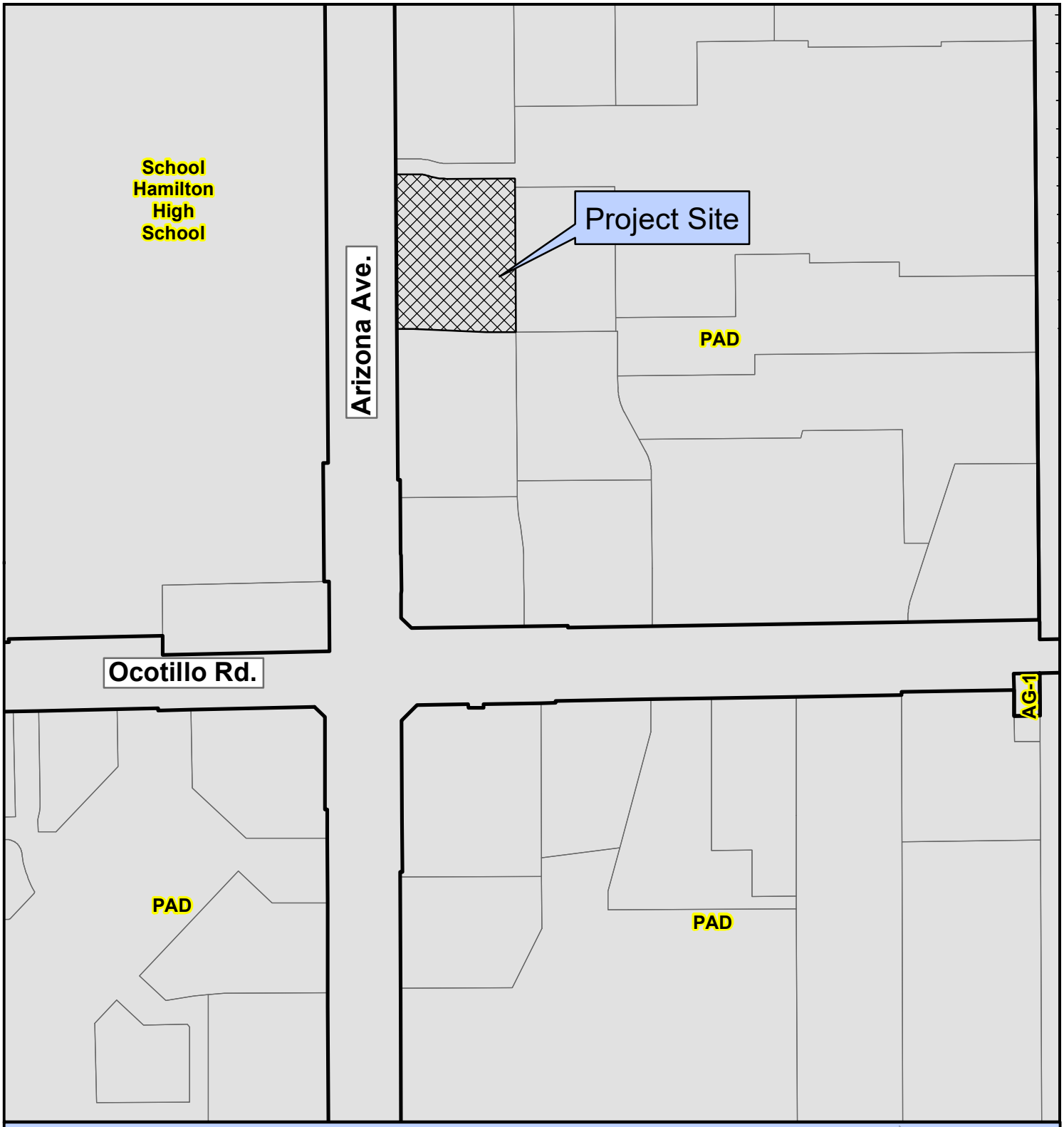
3. The landscaping plans including open space, right-of-way and perimeter of wall shall be approved by the Planning Administrator.

4. Any missing or dead vegetation surrounding the immediate site shall be replaced like for like.

5. Preliminary Development Plan approval does not constitute Final Development Plan approval, compliance with the details required by all applicable codes and conditions of the City of Chandler and this Preliminary Development Plan shall apply.

Attachments

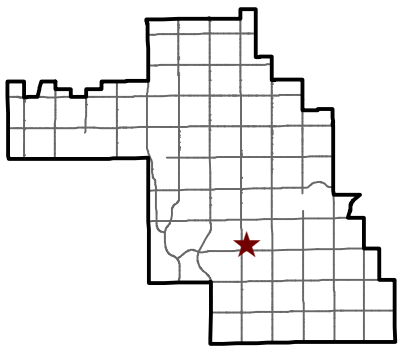
Vicinity Maps
Narrative
Conceptual Exhibits



PLH23-0051 Paseo Lindo Chick-Fil-A

N

Proposed Project Details
3871 S. Arizona Ave.
Preliminary Development Plan to modify an existing drive-thru restaurant, including adding a drive-thru land and shade canopy



CHANDLER arizona

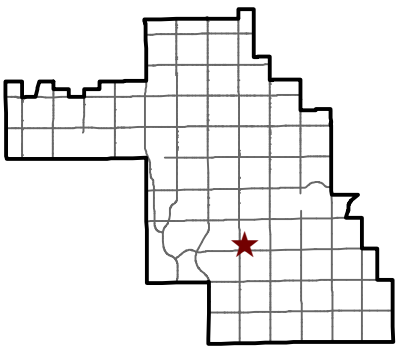
City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning



PLH23-0051 Paseo Lindo Chick-Fil-A

N

Proposed Project Details
3871 S. Arizona Ave.
Preliminary Development Plan to modify an existing drive-thru restaurant, including adding a drive-thru land and shade canopy



CHANDLER arizona

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

GAMMAGE & BURNHAM, PLC
ATTORNEYS AT LAW
FORTY NORTH CENTRAL AVENUE
20TH FLOOR
PHOENIX, ARIZONA 85004

TELEPHONE (602) 256-0566
FACSIMILE (602) 256-4475

WRITER'S DIRECT LINE
(602) 256-4449

August 8, 2023

Mr. David de la Torre, AICP
Mr. Benjamin Cereceres
City of Chandler
Planning & Zoning
215 East Buffalo Street
Chandler, Arizona 85225

RE: Preliminary Development Plan Amendment Application respecting Chick-fil-A located at 3871 South Arizona Avenue.

Dear David & Ben:

We represent Chick-fil-A ("CFA") with respect to their existing restaurant generally located on the approximate 1.6 acres located north of the northeast corner of Arizona Avenue and Ocotillo Road, also known as 3871 South Arizona Avenue (Maricopa County Assessor Parcel Number 303-85-683) ("Property"). See enclosed Aerial Map. CFA has operated as a freestanding restaurant pad within the Paseo Lindo shopping center for more than six years. The Property is immediately bounded to the west by Arizona Avenue and a boulevard-type entry/exit drive to the Paseo Lindo shopping center to the south. Surrounding uses within the Paseo Lindo shopping center include a variety of commercial and retail uses, including Target, PetSmart, LA Fitness, and various other retail, restaurant, and service uses. The Property is zoned Planned Area Development (PAD) and is subject to a Preliminary Development Plan (PDP) approved in the Paseo Lindo PAD / PDP (application no. DVR08-0042).

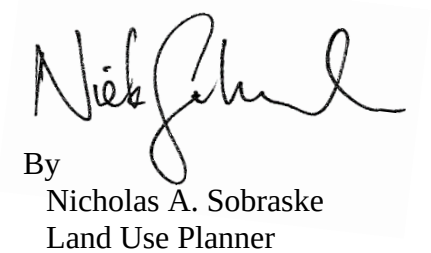
The Property is currently improved with the CFA restaurant building, along with a dual drive-thru lane which merges into a single lane on approach to the pick-up window along the south side of the building, landscaping and hardscape, parking, and other associated site improvements. CFA is proposing to extend the second (outer) drive-thru lane for the full length of the drive-thru, which has proven to increase on-site circulation and efficiency, based on success at other CFA locations. CFA is also proposing the addition of two drive-thru canopies, which have been designed to complement the existing architecture of the CFA restaurant building. CFA is planning an extensive amount of landscaping, including news trees, shrubs, and groundcover, while also protecting the existing trees along the Arizona Avenue frontage and relocating a date palm tree along the entry/exit drive to the Paseo Lindo shopping center. The landscaping along the entry/exit drive will continue to be consistent with the south side of the drive to maintain the theming of overall Paseo Lindo shopping center. A new decorative screen wall, designed to complement the architecture, colors, and materials of the overall Paseo Lindo shopping center, is planned adjacent to the drive-thru. See enclosed Site Plan, Perspective Renderings, and Building Elevations. In order to facilitate development, CFA is proposing an amendment to the Paseo Lindo PDP

to modify the Arizona Avenue setback to 30-feet on the Property. CFA is proposing no changes to the approved PAD or permitted uses

Should you have any questions or require additional information, please do not hesitate to contact me at **(602) 256-4449** or **nsobraske@gblaw.com**. Thank you.

Best regards,

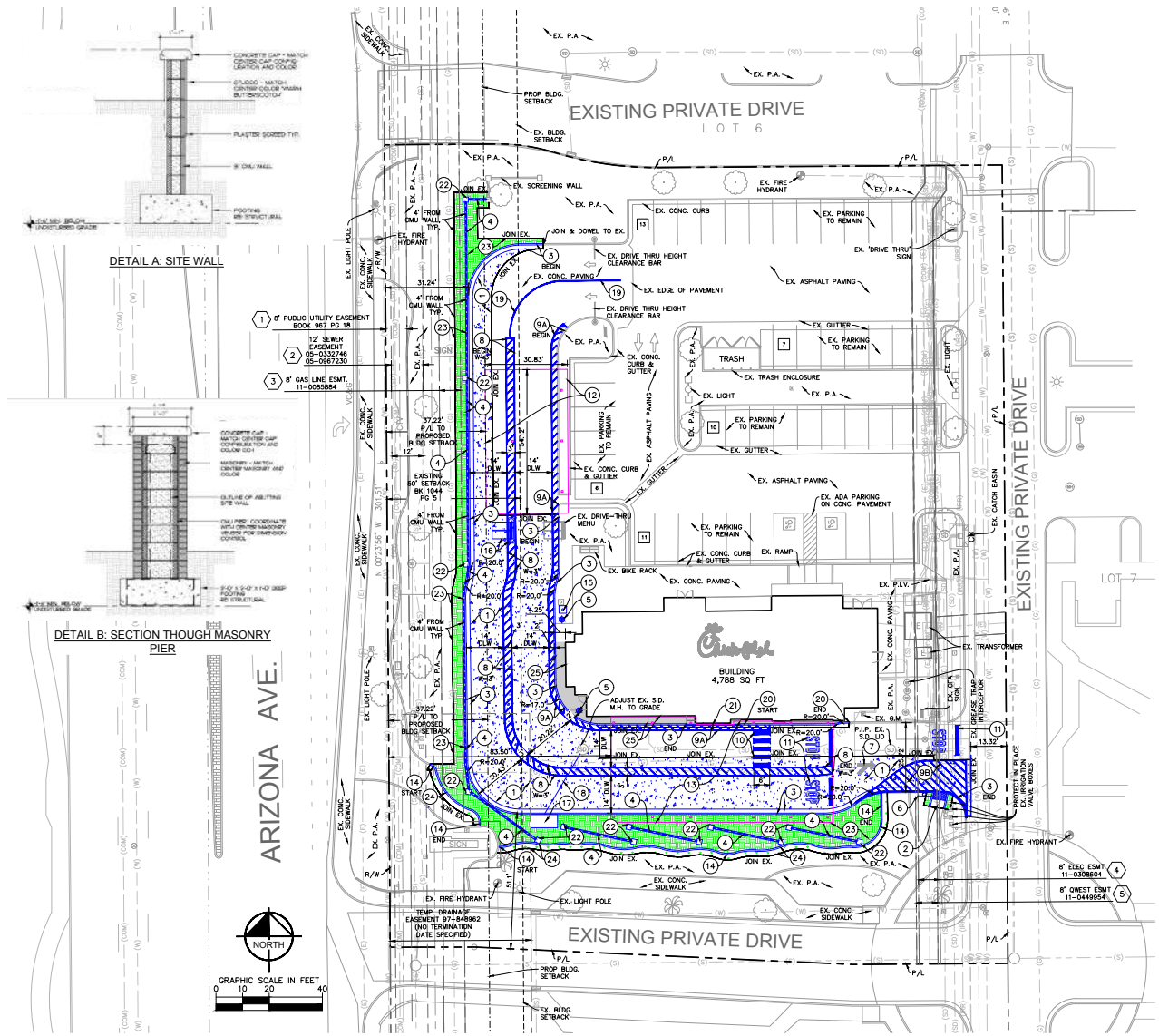
GAMMAGE & BURNHAM, PLC



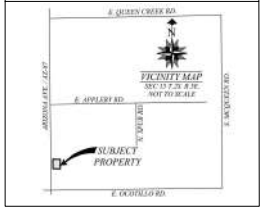
By
Nicholas A. Sobraske
Land Use Planner

NAS/tam

Enclosures



VICINITY MAP: (NOT TO SCALE)



LEGEND:

SYMBOL	DESCRIPTION
(E)	EXISTING ELECTRIC LINE
(F)	EXISTING FIREWATER LINE
(SD)	EXISTING STORM DRAIN LINE
(W)	EXISTING WATER LINE
(S)	EXISTING SANITARY SEWER LINE
(G)	EXISTING GAS LINE
(IRR)	EXISTING IRRIGATION LINE
(TEL)	EXISTING TELEPHONE LINE
(COM)	EXISTING FIBER OPTICS LINE
	EXISTING PROPERTY LINE
	EXISTING CONDITIONS
	NEW WALL
	NEW LANDSCAPE AREA
	NEW LAWN LANDSCAPE AREA, 2' OFFSET TYP.
	NEW VEHICULAR CONCRETE PAVEMENT
	NEW PEDESTRIAN CONCRETE PAVEMENT
XX	CUSTOMER PARKING COUNT
	NEW F2F CANOPY
	NEW OMD CANOPY
	PROPOSED BUILDING SETBACK

LAND & ZONING DATA

APN: 303-85-683
ZONING INFORMATION:
EXISTING: PAD & PDP PASEO LINDO DVR08-0042
PROPOSED: PDP AMENDMENT

BUILDING DATA

OCCUPANCY:	A2 (RESTURANT)
CONSTRUCTION TYPE:	VB FULLY SPRINKLERED
FIRE SPRINKLERED:	YES
SITE AREA:	69,507 S.F.
BUILDING AREA:	4,788 S.F
FAR:	0.07

PARKING SPACING

TOTAL SPACES REQUIRED:	47 SPACES
EXISTING CONDITION (PROVIDED)	
TOTAL PARKING SPACES (45 STANDARD+2 ACCESSIBLE)	
PROPOSED CONDITION (PROVIDED)	
TOTAL PARKING SPACES (45 STANDARD+2 ACCESSIBLE)	

LANDSCAPING

EXISTING LANDSCAPE AREA:	26,486 S.F.
PROPOSED LANDSCAPE AREA:	23,874 S.F.

ABBREVIATIONS:

P/L	PROPERTY LINE
R/W	RIGHT OF WAY
EX.	EXISTING
TYP.	TYPICAL
S.D.	STORM DRAIN
M.H.	MANHOLE
S.F.	SQUARE FEET
AC.	ACRES
F2F	FACE TO FACE
CFA	CHICK-FIL-A
FS	FINISHED SURFACE
TC	TOP OF CURB
FL	FLOW LINE
FG	FINISHED GRADE
EG	EDGE OF GUTTER
F.F.	FINISHED FLOOR
EX.	EXISTING
TYP.	TYPICAL
G.B.	GRADE BREAK
P.I.V.	POST INDICATOR VALVE
P.I.P.	PROTECT IN PLACE
G.M.	GAS METER
DLW	DRIVE LANE WIDTH
CLR.	CLEARANCE
BTWN.	BETWEEN

KEYNOTES

1. NEW CONC. PAVEMENT, AS SHOWN ON LEGEND.
2. NEW RAMP WITH TRUNCATED DOMES
3. NEW 6" CONCRETE CURB & GUTTER.
4. NEW SCREENING WALL LIKE FOR LIKE PER EXISTING CONDITIONS, SEE DETAIL A & B FOR MORE INFO.
5. RELOCATED LIGHT POLE
6. RELOCATED 'WATCH FOR VEHICLES' SIGN.
7. NEW "LANE MERGE AHEAD" DIRECTIONAL ARROW.
8. NEW 3' TEAM MEMBER STRIPING.
9A. NEW 2' TEAM MEMBER STRIPING, W=2'.
9B. NEW TEAM MEMBER STRIPING, AS SHOWN ON SITE PLAN.
10. NEW CFA EMPLOYEE CROSSWALK MARKING TO TEAM MEMBER STRIPING
11. NEW "STOP" PAVEMENT MARKINGS WITH 12" WIDE STOP BAR.
12. NEW F2F CANOPY, INCLUDING ASSOCIATED COLUMNS.
13. NEW OMD CANOPY, INCLUDING ASSOCIATED COLUMNS.
14. NEW MOW-CURB
15. RELOCATED FLAG POLE.
16. SALVAGED MENU BOARD ON NEW CONCRETE CURB ISLAND.
17. NEW DRAIN INLET
18. NEW 12" HDPE PIPE, CONNECTING NEW DRAIN INLET TO EXISTING STORMDRAIN MANHOLE
19. NEW 4" YELLOW STRIPING
20. NEW 6" CURB PER M.A.G. STD. DTL. 222, TYPE "A".
21. NEW TORMAX DOOR.
22. NEW PILASTER.
23. NEW LANDSCAPE AREA.
24. NEW 2' WIDE (TYP.) LAWN LANDSCAPE AREA.
25. NEW PEDESTRIAN CONCRETE.

EASEMENTS NOTES

1. EASEMENT, COVANANTS, CONDITIONS, AND RESTRICTIONS AS SET FORTH ON THE PLAT RECORDED IN BOOK 967 OF MAPS, PAGE 18.
2. AN EASEMENT FOR SEWER LINE AND INCIDENTAL PURPOSES IN THE DOCUMENT 05-0967230.
3. EASEMENT GRANTED TO SOUTHWEST GAS IN DOC. 2011-085884 (EASEMENT SHOWN PER LOCATION OF GAS LINE AS SHOWN ON THE SW GAS MAP. NO LEGAL DESCRIPTION OR EXACT LOCATION WAS PROVIDED FOR THE LOCATION OF THE EASEMENT.)
4. EASEMENT GRANTED TO SALT RIVER AGRICULTURE IMPROVEMENT AND POWER DISTRICT IN DOC. 2011-0308604.
5. EASEMENT AGREEMENT NAIMING QWEST CORPORATION AS GRANTEE IN DOC. 2011-0449954.

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia 30349-2998

Kimley»Horn

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1100 W TOWN AND COUNTRY ROAD,SUITE 700, ORANGE, CA 92868
PHONE: 714-939-1030 FAX: 714-938-9488
WWW.KIMLEY-HORN.COM

EXP 4/30/2025

CHICK-FIL-A
CFA OCOTILLO FSU
3871 S. ARIZONA AVE
CHANDLER, AZ 85286

FSR#02481

RELEASE: v1.23.06

REVISION SCHEDULE

NO.	DATE	DESCRIPTION

SUBMITTAL #1

CONSULTANT PROJECT #	194473001
PRINTED FOR	SITE PLAN REVIEW
DATE	06/22/2023
DRAWN BY	MLIAT/KI

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SHEET: PROPOSED SITE PLAN

SHEET NUMBER: C-1.1

Plotted By:Lloo, Michael Sheet Set:Kha Layout:Site Plan November 09, 2023 06:21:38pm K:\ORA_LDF\194473001 - 02481 AZ & Ocotillo FSU\CADD\PlanSheets\SitePlan_194473001.DWG

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WEST ELEVATION



SOUTH ELEVATION

CHICK-FIL-A 2481

ARIZONA & OCOTILLO

3871 S ARIZONA AVE

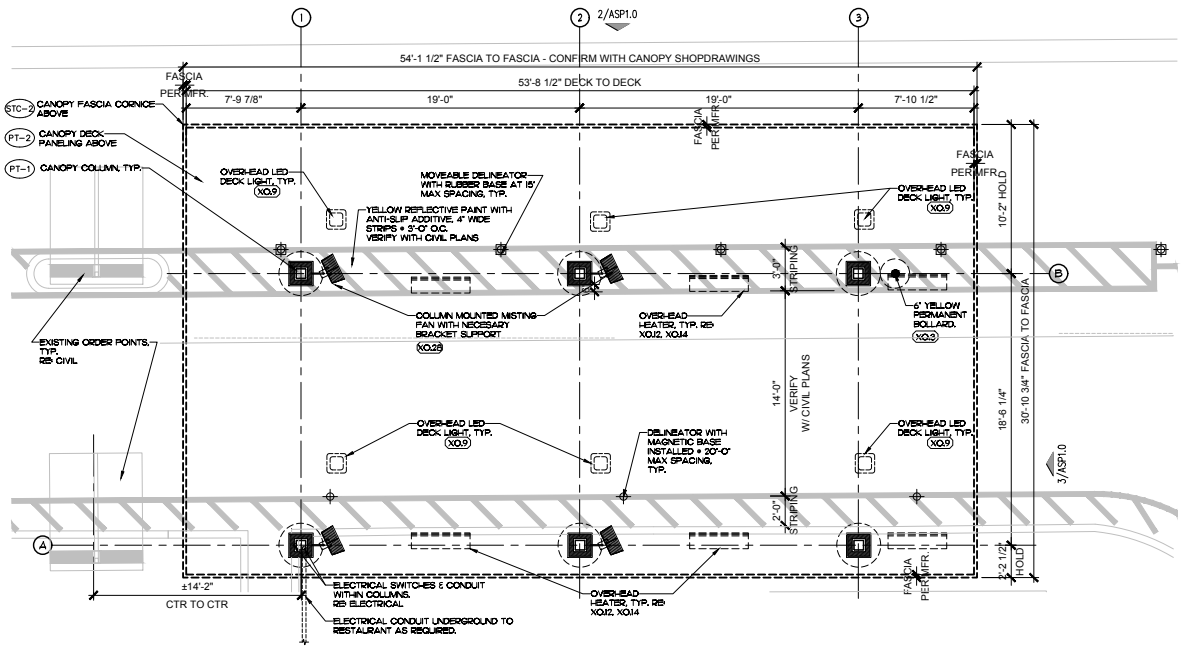
CHANDLER, AZ

THE COLORS SHOWN IN THIS RENDERING ARE CLOSE APPROXIMATIONS. DUE TO INK VARIATIONS AND DIFFERENCES IN PRINTERS, AN EXACT COLOR MATCH CANNOT BE ACHIEVED.
THE VIEWER IS ADVISED TO USE THE RENDERING AS A GUIDELINE FOR THE ARRANGEMENT OF COLORS ON THE BUILDING, AND TO THEN REFER TO THE ACTUAL COLOR OR MATERIAL SAMPLES PROVIDED.

INTERPLAN

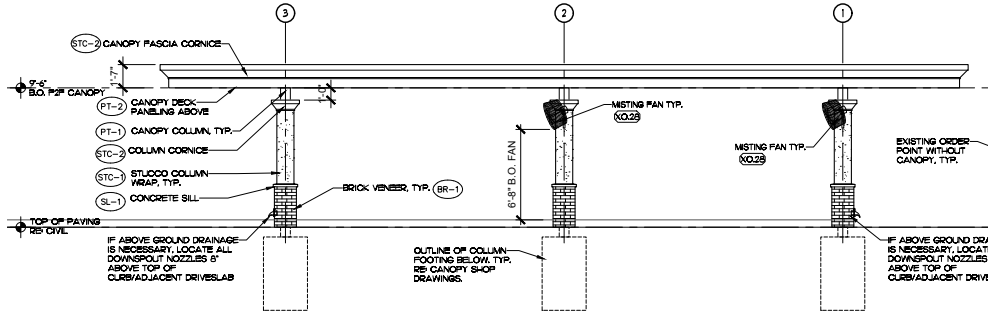
INTERPLAN NO. 2022.0031

11-07-2023



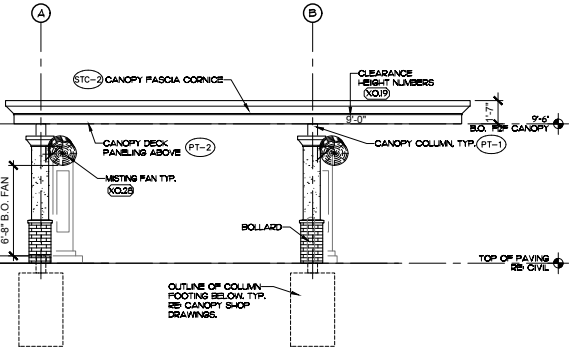
1 TIER 3 DOUBLE LANE ORDER CANOPY

1/4"= 1'-0"



2 CANOPY SIDE ELEVATION

1/4"= 1'-0"



3 CANOPY REAR ELEVATION

1/4"= 1'-0"

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998

INTERPLAN

INTERPLAN LLC
AR9F228
CA 8660

ARCHITECTURE
ENGINEERING
PERMITTING

220 E. CENTRAL PKWY, STE 4020
ALTAMONTE SPRINGS, FL 32701
407.645.5008

SEAL:

THIS DOCUMENT IS NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION.

CHICK-FIL-A
ARIZONA & OCOTILLO
3871 S ARIZONA AVE
CHANDLER, AZ 85248

FSU#02481

BUILDING TYPE / SIZE: S08H-CR-WC
RELEASE: -
PRINTED FOR: **AMMENDMENT**

REVISION SCHEDULE

NO.	DATE	DESCRIPTION

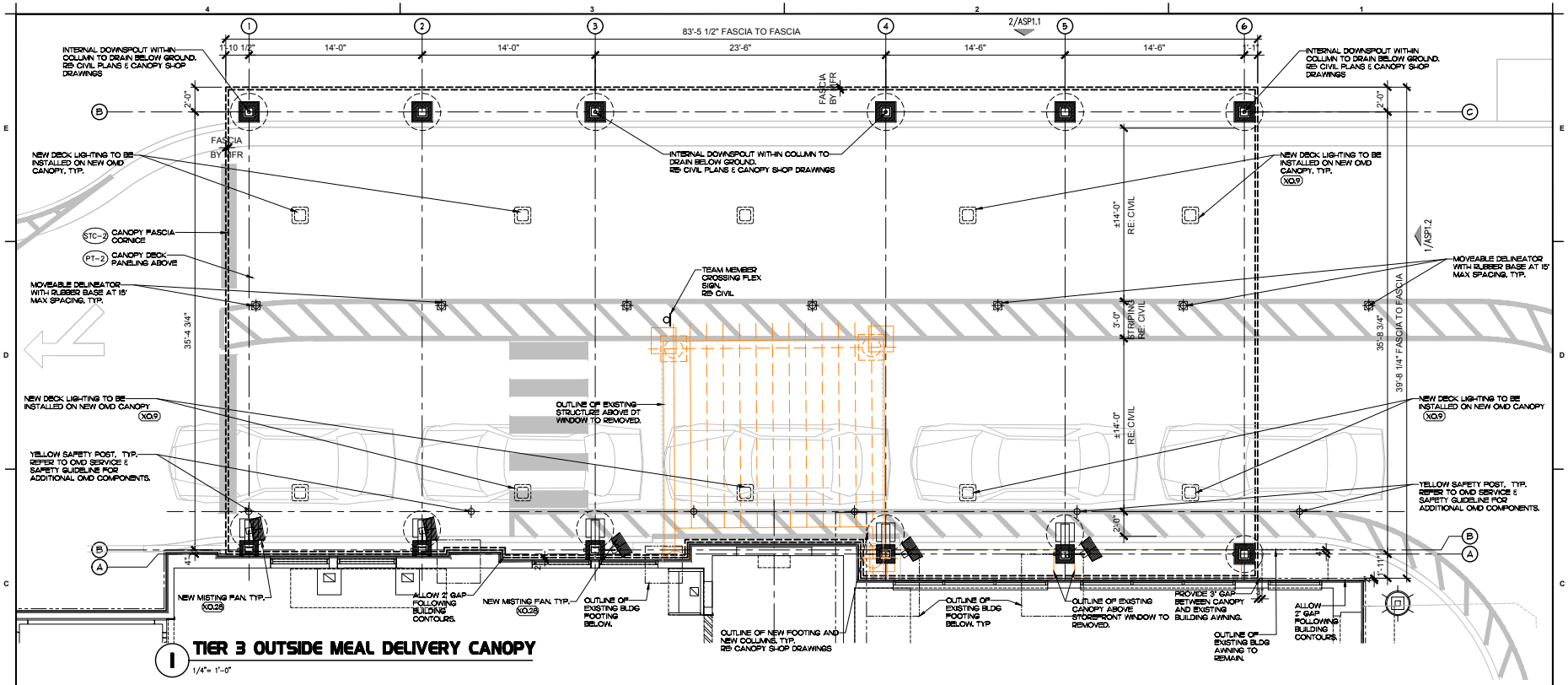
CONSULTANT PROJECT # 2022.0031
DATE 04/28/2023
DRAWN BY MM
CHECKED BY JF

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SHEET: ARCH. SITE PLAN - F2F

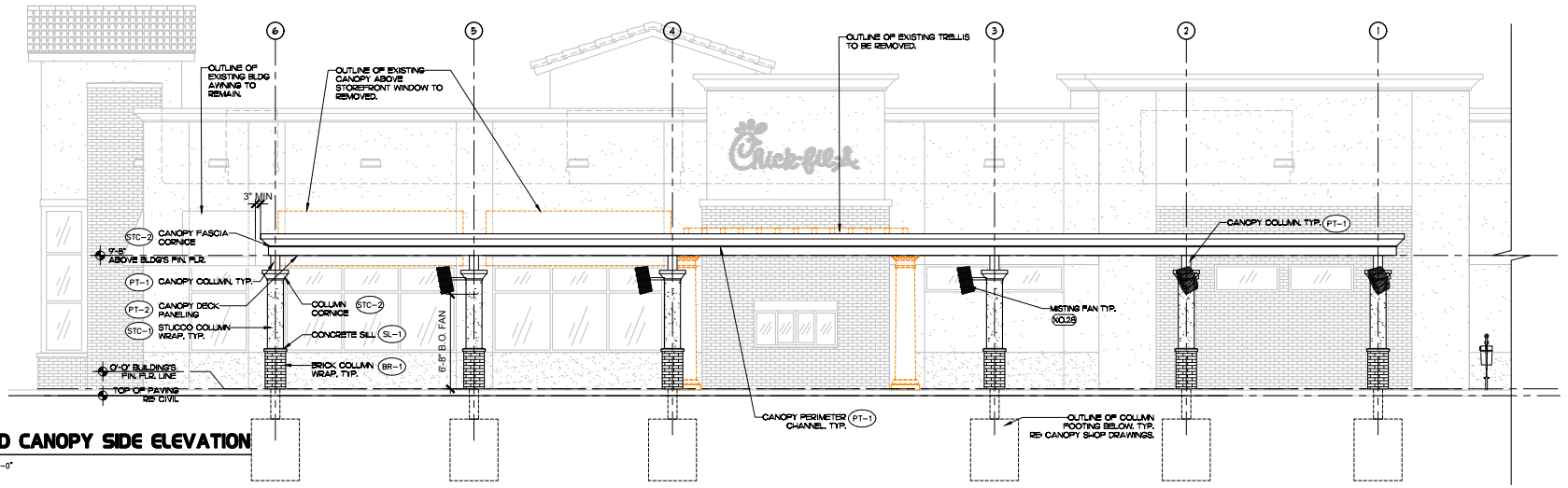
SHEET NUMBER: **ASP-1.0**

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1 TIER 3 OUTSIDE MEAL DELIVERY CANOPY

1/4"= 1'-0"



2 OMD CANOPY SIDE ELEVATION

1/4"= 1'-0"

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998

INTERPLAN
INTERPLAN LLC
AR9238
CA 8660
ARCHITECTURE
ENGINEERING
PERMITTING
220 E. CENTRAL PKWY, STE 4020
ALTAMONTE SPRINGS, FL 32701
407.645.5008

SEAL:

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CHICK-FIL-A
ARIZONA & OCOTILLO
3871 S ARIZONA AVE
CHANDLER, AZ 85248

FSU#02481

BUILDING TYPE / SIZE: S08H-CR-WC
RELEASE: -
PRINTED FOR: **AMMENDMENT**

REVISION SCHEDULE

NO.	DATE	DESCRIPTION

CONSULTANT PROJECT # 2022.0031
DATE 04/28/2023
DRAWN BY MM
CHECKED BY JF

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SHEET: ARCH. SITE PLAN - OMD

SHEET NUMBER: **ASP-1.1**

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EQUIPMENT SCHEDULE	
XO.3	BOLLARD SLEEVE SUPPLIER: G.C. MODEL NUMBER: I736YRS - EAGLE 6" 6-7/8" ID, 7-3/8 OD, 36"H, CID OR SAFETY YELLOW W/ REFLECTIVE RED STRIPE, HIGH-DENSITY POLYETHYLENE (HDPE) CONSTRUCTION WITH UV INHIBITORS, SLIDE-ON & TRIM PER MANUFACTURER'S INSTALLATION INSTRUCTIONS.
XO.9	LED DECK LIGHT SUPPLIER: CANOPY MANUFACTURER. LEGACY LED CANOPY LIGHT, CRUS 50 LED LW 30 LE WHT, OVERHEAD LED LIGHT PREMOUNTED TO CANOPY PER MANUFACTURERS GUIDELINES. 15-15/16" L X 15-15/16"D X 7-1/8" H, STANDARD SYMMETRIC LIGHT DISTRIBUTION, 3000K LIGHT TEMPERATURE, G.C. RESPONSIBLE FOR ELECTRICAL CONNECTIONS.
XO.19	CLEARANCE TEXT SUPPLIER: CANOPY MANUFACTURER. 9'-0" CLEARANCE TEXT, METALLIC VINYL NUMBERS. TEXT HEIGHTS VARY BY CANOPY - SEE SHOPS FOR COMPONENT AND DIMENSION INFO. CANOPY VENDOR TO INSTALL.
XO.28	MOUNTED MISTING FAN (OPTIONAL ONLY IF NOTED ON THE PLANS) SUPPLIER: MISTAMERICA (CONTACT ROBERT LANE Ph#602-255-0500 ROBERT@MISTAMERICA.COM) MISTAMERICA - MAMISTFAN-3008 230 CFM, BLACK FINISH, ALUMINUM BLADE, TOTALLY ENCLOSED, CORROSION AND DENT PROOF HOUSING. MISTAMERICA BURY NOZZLE - .008" ORIFICE 120V, 1 PH MOUNT TO WALLS, COLUMNS OR CANOPY CEILING PER MANUFACTURER'S INSTRUCTION MISTING PUMP PP-40-HO-CFA

CANOPY EQUIPMENT SPEC NOTES:
REFER TO CANOPY MANUFACTURER CUTS-SHEET FOR HEATERS, FANS, CANOPY LIGHTS, PERMANENT BOLLARD & SLEEVE, AND 9'-0" CLEARANCE TEXT SPECIFICATIONS.

NOTE
1. ALLOW 4'-0" MIN. BETWEEN LIGHTS/FANS AND HEATERS.

2. UTILITIES SHALL BE FED OVER-HEAD ON EXISTING BLDGS.

3. INSTALL FLASHING AT ALL WINDOW CONDITIONS, SEE 4/ASP1.1

4. ALL FOOTINGS TO BE BELOW GRADE.

5. DO NOT UNDERMINE EXISTING BUILDING FOUNDATION.

6. DRAINAGE TO BE BELOW GRADE WHEN POSSIBLE PER SITE CONDITIONS, TIE INTO EXISTING UTILITIES.

7. G.C. TO VERIFY METHOD OF DRAINAGE ON CANOPY SHOP DRAWINGS.

8. G.C. TO PATCH AND REPAIR WALL AFFECTED BY DEMOLITION. FINISH TO MATCH EXISTING.

9. X/Y DIMENSION SHOWN FOR ILLUSTRATIVE PURPOSES ONLY FROM FACE OF FINISH TO COLUMN CENTERLINE. G.C. TO CONFIRM DIMENSIONS WITH CIVIL PLANS AND FIELD VERIFY EXACT LOCATIONS. G.C. TO NOTIFY CHICK-FIL-A PROJECT TEAM IF CANOPY LOCATION CHANGES AND IMPACTS OTHER CONSTRUCTIONS RELATED CONDITIONS.

LEGEND
(XXXX) FINISH TAG.
(XXXX) EQUIPMENT TAG.

NOTE:
REFER TO CFA'S OMD SERVICE & SAFETY GUIDELINES AS WELL AS CFA'S OMD G.C. INSTALL GUIDE FOR REFERENCE.

EXPOSED PIPING FINISHES:
ANY EXPOSED GAS OR ELECTRICAL CONDUIT SHALL BE FINISHED, PAINTED BLACK TO MATCH ADJACENT MATERIAL.

EXTERIOR FINISH SCHEDULE:

PT-1 DURA COAT, DC19ST027C6
DARK BRONZE, OIL RUBBED BRONZE METALLIC TEXTURE PVD
PT-2 SMOOTH WHITE, HIGH GLOSS

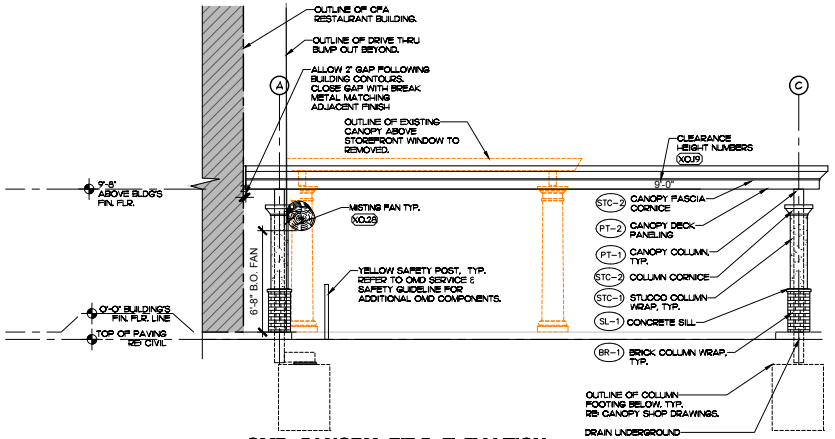
BR-1 BRICK#1, TO MATCH H.C. MUDDOX, "OLD TOWN RED WIRE CUT"

STC-1 STUCCO#1, TO MATCH SHERWIN WILLIAMS, SW6106, "LATTE"

STC-2 STUCCO#2, TO MATCH SHERWIN WILLIAMS, SW6089, "GROUNDED"

PC-1 PRECAST WALL CAP
GLASS FIBER REINFORCED CONCRETE (GFRC)
365 PRECAST CONTACT CHRIS HELME
PHONE: 949-245-9895
CHRIS@365PRECAST.COM, COLOR TO MATCH EXISTING, TEXTURE SANDSTONE

SL-1 CONCRETE SILL TO MATCH EXISTING.



1 OMD CANOPY SIDE ELEVATION
1/4"= 1'-0"

Chick-fil-A
5200 Buffington Road
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CHICK-FIL-A
ARIZONA & OCOTILLO
3871 S ARIZONA AVE
CHANDLER, AZ 85248

FSU#02481

BUILDING TYPE / SIZE: S08H-CR-WC
RELEASE: -
PRINTED FOR
AMMENDMENT

REVISION SCHEDULE

NO.	DATE	DESCRIPTION

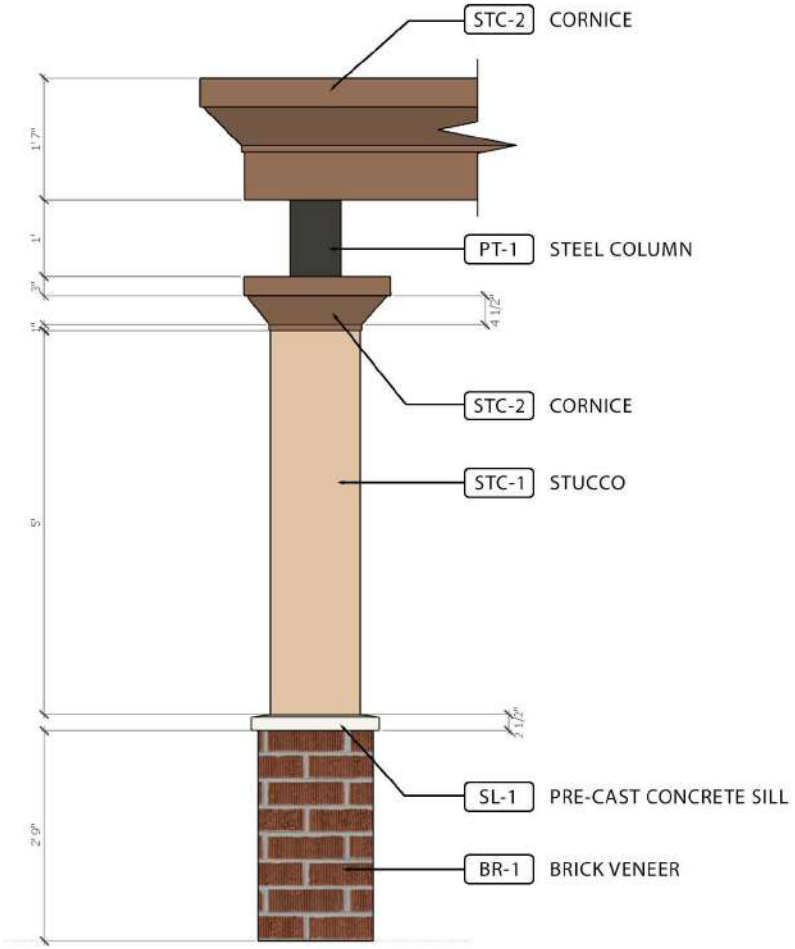
CONSULTANT PROJECT # 2022.0031
DATE 04/28/2023
DRAWN BY MM
CHECKED BY JF

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SHEET
ARCH. SITE PLAN - OMD

SHEET NUMBER
ASP-1.2

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CANOPY DETAIL

CHICK-FIL-A 2481

ARIZONA & OCOTILLO

3871 S ARIZONA AVE

CHANDLER, AZ

THE COLORS SHOWN IN THIS RENDERING ARE CLOSE APPROXIMATIONS. DUE TO INK VARIATIONS AND DIFFERENCES IN PRINTERS, AN EXACT COLOR MATCH CANNOT BE ACHIEVED.
THE VIEWER IS ADVISED TO USE THE RENDERING AS A GUIDELINE FOR THE ARRANGEMENT OF COLORS ON THE BUILDING, AND TO THEN REFER TO THE ACTUAL COLOR OR MATERIAL SAMPLES PROVIDED.

INTERPLAN

INTERPLAN NO. 2022.0031

11-07-2023



CHICK-FIL-A 2481

ARIZONA & OCOTILLO

3871 S ARIZONA AVE
CHANDLER, AZ

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INTERPLAN

INTERPLAN NO. 2022.0031
11-07-2023



CHICK-FIL-A 2481
ARIZONA & OCOTILLO
3871 S ARIZONA AVE
CHANDLER, AZ

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INTERPLAN

INTERPLAN NO. 2022.0031
11-07-2023

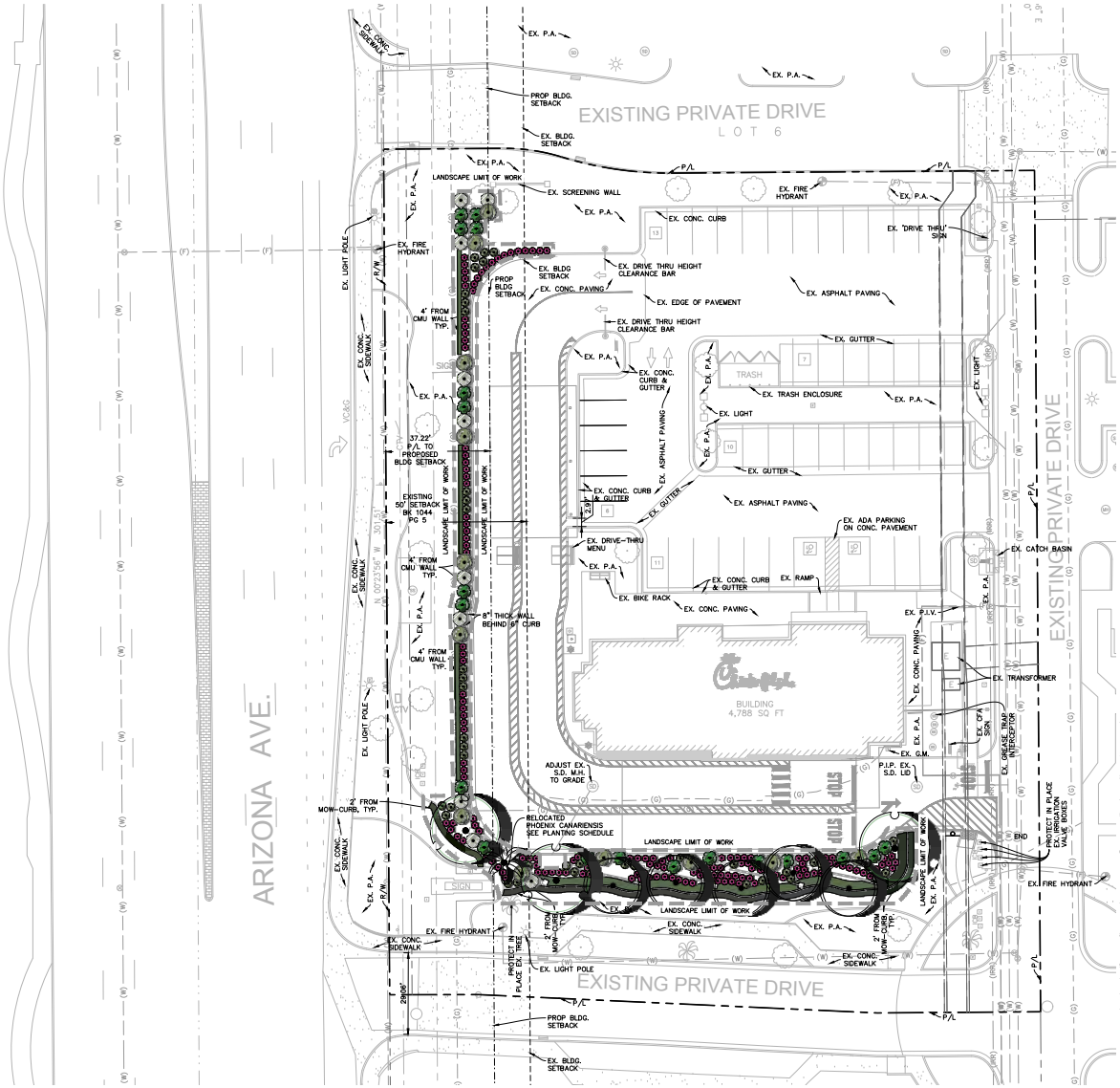


CHICK-FIL-A 2481
ARIZONA & OCOTILLO
3871 S ARIZONA AVE
CHANDLER, AZ

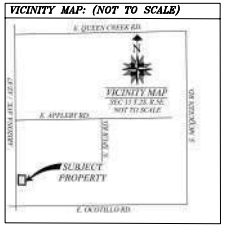
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INTERPLAN

INTERPLAN NO. 2022.0031
11-07-2023



VICINITY MAP: (NOT TO SCALE)



LAND & ZONING DATA

APN: 303-85-683	
ZONING INFORMATION:	
EXISTING: PAD & PDP PASEO LINDO DVR08-0042	
PROPOSED: PDP AMENDMENT	
BUILDING DATA	
OCCUPANCY:	A2 (RESTURANT)
CONSTRUCTION TYPE:	VB FULLY SPRINKLERED
FIRE SPRINKLERED:	YES
SITE AREA:	69,507 S.F.
BUILDING AREA:	4,788 S.F
FAR:	0.07
PARKING SPACING	
TOTAL SPACES REQUIRED:	47 SPACES
EXISTING CONDITION (PROVIDED)	
TOTAL PARKING SPACES (45 STANDARD+2 ACCESSIBLE)	
PROPOSED CONDITION (PROVIDED)	
TOTAL PARKING SPACES (45 STANDARD+2 ACCESSIBLE)	
LANDSCAPING	
EXISTING LANDSCAPE AREA:	26,486 S.F.
PROPOSED LANDSCAPE AREA:	23,874 S.F.

PLANT LEGEND

TREES	BOTANICAL / COMMON NAME	SIZE	HT X SPREAD	QTY
	ULMUS PARVIFOLIA 'TRUE GREEN' / CHINESE ELM	3" CAL.	8'-10'HT X 7'-9'S	3
	QUERCUS VIRGINIANA 'HERITAGE'	2" CAL	7-9'H X 6-8'S	5
	EXISTING PHOENIX CANARIENSIS		RELOCATED TO NEW LOCATION	1
	EXISTING TREE PROTECT IN PLACE			

SHRUBS	BOTANICAL / COMMON NAME	SIZE	SPACING	QTY
	CAESALPINIA GILLIESII / YELLOW BIRD OF PARADISE	15 GAL.	8'-0" O.C.	12
	CALLIANDRA CALIFORNICA / RED BAJA FAIRY DUSTER	5 GAL.	6'-0" O.C.	10
	HESPERALOE PARVIFLORA / RED YUCCA	5 GAL.	3'-0" O.C.	40
	MUHLENBERGIA CAPILLARIS / PINK MUHLY GRASS	5 GAL.	4'-0" O.C.	154
	TECOMA STANS / YELLOW BELLS	15 GAL.	6'-0" O.C.	19

GROUND COVERS	BOTANICAL / COMMON NAME	SIZE	SPACING	QTY
	MATCH EXISTING	SOD	3'-0" O.C.	388 sf
	LANTANA X 'NEW GOLD' / NEW GOLD LANTANA	1 GAL.	3'-0" O.C.	70 sf

PLANTING NOTES

1. ALL PLANT MATERIAL SHALL BE INSTALLED ACCORDING TO SOUND NURSERY PRACTICES AND SHALL MEET ALL STANDARDS AS STATED IN THE LATEST EDITION OF "AMERICAN STANDARD FOR NURSERY STOCK" BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
2. NO SUBSTITUTIONS IN PLANT MATERIALS SHALL BE MADE WITHOUT WRITTEN AUTHORIZATION FROM OWNER OR LANDSCAPE ARCHITECT. IN THE EVENT OF DISCREPANCIES BETWEEN THE DRAWING AND THE PLANT LIST, THE DRAWING SHALL PREVAIL.
3. LOCATE ALL UTILITIES PRIOR TO ANY DIGGING OPERATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES TO EXISTING UTILITIES INCURRED BY HIS WORK.
4. REFERENCE IRRIGATION PLAN FOR BED IRRIGATION INFORMATION.
5. STAKING AND GUYING ALTERNATIVES: METHODS INDICATED IN DRAWING DETAILS ARE PREFERRED. CONTRACTOR MAY SUGGEST ALTERNATE METHODS, ASSUMING FULL RESPONSIBILITY FOR THEIR IMPLEMENTATION. CONTRACTOR SHALL REPLACE, PLANT, OR UPRIGHT ANY TREES BLOWN OVER OR DAMAGED DUE TO INADEQUATE STAKING AT NO ADDITIONAL COST TO THE OWNER.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING UNTIL FINAL ACCEPTANCE. ALL REQUIRED LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THE WORK SHALL INCLUDE, BUT NOT TO BE LIMITED TO, MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING, AND OTHER SUCH ACTIVITIES COMMON TO THE MAINTENANCE OF LANDSCAPING. ALL PLANT MATERIALS SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIAL THAT DIES SHALL BE REPLACED WITH THE PLANT MATERIAL OF SIMILAR SIZE AND VARIETY.
7. CONTRACTOR SHALL WARRANTY NEW PLANT MATERIAL TO REMAIN ALIVE AND HEALTHY FOR A PERIOD OF ONE YEAR AFTER FINAL ACCEPTANCE. WARRANTY SHALL NOT INCLUDE DAMAGE FOR LOSS OF PLANT MATERIAL DUE TO NATURAL CAUSES, ACTS OF VANDALISM OR NEGLIGENCE ON THE PART OF THE OWNER.
8. ALL LANDSCAPE BEDS TO HAVE TOPSOIL/BEDDING MIX THAT MEETS LANDSCAPE SPECIFICATIONS. INSTALL TO DEPTHS, PER PLANTING DETAILS (12" DEPTH MIN.) FINISHED GRADES OF PLANTING BEDS TO BE 2" BELOW FINISHED GRADE OF ADJACENT PAVING OR AS SHOWN ON GRADING PLAN.
9. ALL TREES TO BE PLACED A MINIMUM OF 4' FROM ANY UTILITY.
10. REF. PLANTING AND PLANTING SOIL SPECIFICATIONS FOR ADDITIONAL INFORMATION.
11. REF. PLANTING SCHEDULE AND PLANTING PLANS FOR SPACING/LAYOUT.
12. WHEN SHRUBS ARE MASSED TOGETHER WITH GROUNDCOVER BEDS, ALL SOIL IN BED TO BE AMENDED. (REF. PLANTING SPECIFICATIONS)

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia 30349-2998

Kimley»Horn
© 2023 KIMLEY-HORN AND ASSOCIATES, INC.
1100 W TOWN AND COUNTRY ROAD,SUITE 700, ORANGE, CA 92868
PHONE: 714-939-1030 FAX: 714-938-9488
WWW.KIMLEY-HORN.COM

PRELIMINARY NOT FOR CONSTRUCTION

CHICK-FIL-A
CFA OCOTILLO FSU
3871 S. ARIZONA AVE
CHANDLER, AZ 85286

FSR#02481

RELEASE: v1.22.07

REVISION SCHEDULE

NO.	DATE	DESCRIPTION

SUBMITTAL #1

CONSULTANT PROJECT #	194473001
PRINTED FOR	SITE PLAN REVIEW
DATE	11/2/2023
DRAWN BY	ML/AT/KI

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SHEET
PROPOSED LANDSCAPE PLAN

SHEET NUMBER
L-1.0

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Plotted By:Liao, Michael Sheet Set:Site Layout:Planting Plan November 09, 2023 06:25:43pm K:\ORA_LDEV\194473001 - 02481 AZ & Ocotillo FSU\CADD\PlanSheets\Landscape Plan_194473001.DWG

PRECAST CONCRETE CAP / SILL
DAVIS COLORS, SANDSTONE
TO MATCH EXISTING



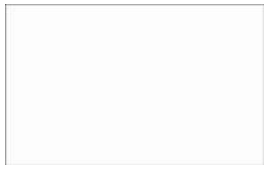
STUCCO#2
SHERWIN WILLIAMS
SW 6089 "GROUNDED"
OR APPROVED ALTERNATE TO MATCH EXISTING



STUCCO#1
SHERWIN WILLIAMS
SW 6108 "LATTE"
OR APPROVED ALTERNATE TO MATCH EXISTING



BRICK#1
H.C. MUDDOX
"OLD TOWN RED WIRE CUT"
OR APPROVED ALTERNATE TO MATCH EXISTING



PT-2
CANOPY DECK SOFFIT:
SMOOTH WHITE,
HIGH GLOSS



PT-1
CANOPY FASCIA & COLLUMNS:
DARK BRONZE
DURA COAT, DC19ST-2073
OIL RUBBED BRONZE METALLIC TEXTURE PVD

CHICK-FIL-A 2481
ARIZONA & OCOTILLO
3871 S ARIZONA AVE
CHANDLER, AZ

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INTERPLAN NO. 2022.0031
10-18-2023

PAD CONTEXT PHOTOGRAPHS EXHIBIT



SITE

PAD



Location A, View 1 looking north



Location A, View 2 looking east



Location A, View 3 looking south



Location A, View 4 looking west



Location B, View 1 looking north



Location B, View 2 looking east



Location B, View 3 looking south



Location B, View 4 looking west



Location C, View 1 looking north



Location C, View 2 looking east



Location C, View 3 looking south



Location C, View 4 looking west



Location D, View 1 looking north



Location D, View 2 looking east

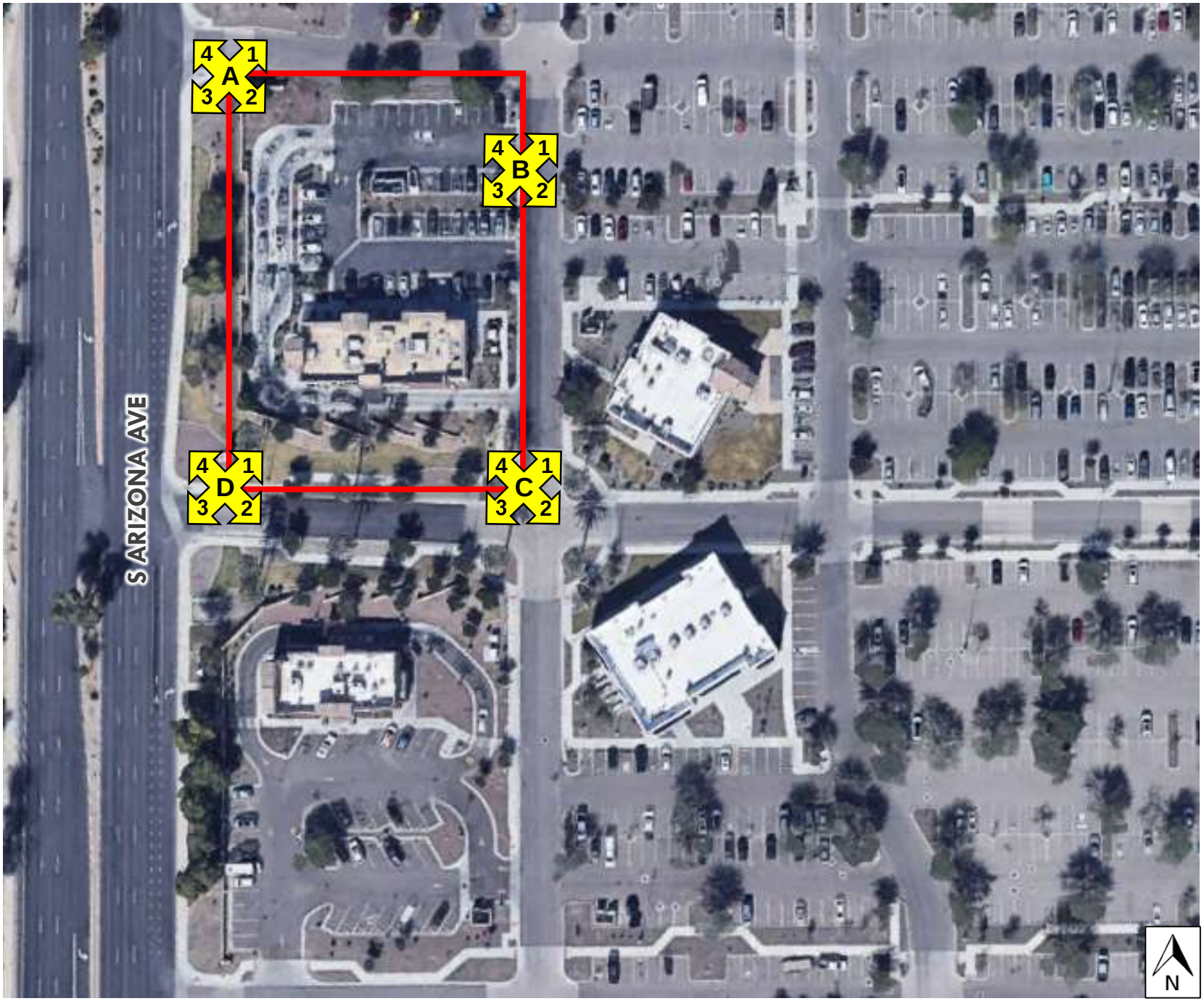


Location D, View 3 looking south



Location D, View 4 looking west

SITE CONTEXT PHOTOGRAPHS EXHIBIT



SITE



Location A, View 1 looking northeast



Location A, View 2 looking southeast



Location A, View 3 looking southwest



Location A, View 4 looking northwest



Location A, View 1 looking northeast



Location A, View 2 looking southeast



Location A, View 3 looking southwest



Location A, View 4 looking northwest



Location B, View 1 looking northeast



Location B, View 2 looking southeast



Location B, View 3 looking southwest



Location B, View 4 looking northwest



Location C, View 1 looking northeast



Location C, View 2 looking southeast



Location C, View 3 looking southwest



Location C, View 4 looking northwest

AERIAL PHOTOGRAPH



CHICK-FIL-A – OCOTILLO FSU

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 23-053

Date: January 11, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Micah Miranda, Acting Development Services Director
From: Benjamin Cereceres, Planner
Subject: PLH23-0061 Stinger's Golf Club
Request: Use Permit approval for a series 6 Bar License and Entertainment Use Permit approval for live indoor entertainment
Location: 900 E. Pecos Road, Suite 1, at the northwest corner of Pecos and McQueen roads
Applicant: Tyler Wilson, Stinger's Golf Club

Proposed Motion:

Move City Council approve Use Permit PLH23-0061 Stinger's Golf Club for a Series 6 Bar License and Entertainment Use Permit for live indoor entertainment, subject to the conditions recommended by Planning and Zoning Commission.

Background Data:

- Subject site zoned PAD for Commercial (C-2)
- Series 6 Bar License requires Use Permit approval
- Live indoor entertainment within 600' of residential properties requires an Entertainment Use Permit

Surrounding Land Use Data:

North	Commercial Shopping Center	South	Across Pecos Road: Single-Family Residential
East	Commercial Shopping Center	West	Across Ithica Street: Single-Family Residential

Proposed Development:

Suite Square Footage	7,241 Square Feet
Number of Employees	10
Typical Hours/Days of Operation	Monday - Thursday: 10 AM - 11 PM Friday - Saturday: 8 AM - Midnight Sunday: 8 AM - 10 PM
Hours/Days of Entertainment Indoors	Saturday: 5 PM - 11 PM Sunday: 5 PM - 10 PM
Number of Seats	70

Review and Recommendation:

The Chandler Zoning Code requires Use Permit approval for any bar and an Entertainment Use Permit for live entertainment within six hundred (600) feet of a residential zoned property. The business will offer six (6) golf simulators for guests to enjoy. The business will also operate a kitchen and bar.

Live entertainment consisting of a DJ will be provided on special occasions, such as private events on Saturdays and Sundays. The hours of operation for the live entertainment will be 5 PM - 11 PM on Saturdays and 5 PM to 10 PM on Sundays. The live entertainment will be held solely indoors and no outdoor patio or seating areas are proposed. Staff finds the proposed use in conformance with the goals of the General Plan and compatible with the surrounding land uses. Planning and Zoning Commission recommends approval.

Public / Neighborhood Notification

- The request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting was held on November 15, 2023; no neighbors were in attendance.
- As of the writing of this memo, Planning staff is not aware of any opposition to the request.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting December 20, 2023
Motion to Approve

In Favor: 7 Opposed: 0

Recommended Conditions of Approval

Planning and Zoning Commission recommends the City Council approve the Use Permit and Entertainment Use Permit, subject to the following conditions:

1. Substantial expansion or modification beyond the approved exhibits (Conceptual Exhibits and Narrative) shall void the Use Permit application and approval.

2. The Use Permit and Entertainment Use Permit are non-transferable to any other location.

3. The site shall be maintained in a clean and orderly manner.

4. The Entertainment Use Permit shall remain in effect for one (1) year from the date of City Council approval. Continuation of the Use Permit beyond expiration date shall require re-application and approval by the City of Chandler.

5. The establishment shall provide a contact phone number for a reasonable person (i.e. business owner and/or manager) to any interested neighbors or property owners to resolve noise complaints quickly and directly.

Attachments

Vicinity Maps

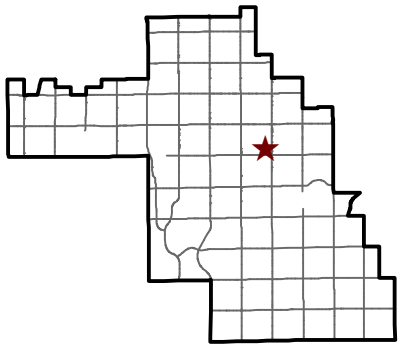
Narrative

Conceptual Exhibits



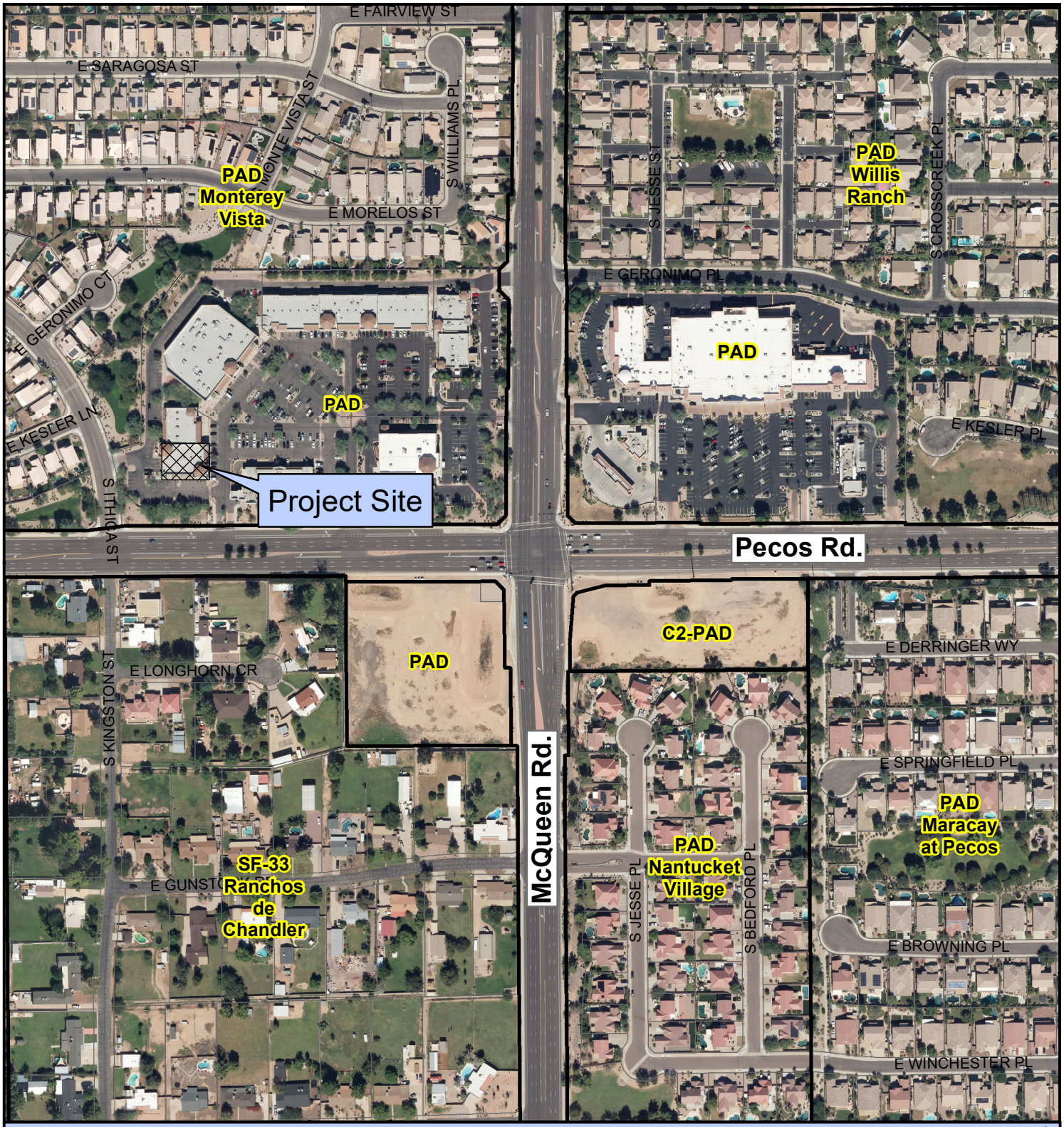
PLH23-0061 Stinger's Golf Club

Proposed Project Details
900 E. Pecos Rd.
Use Permit approval for a Series 6
Bar License & Entertainment Use Permit
Approval for live indoor entertainment



CHANDLER arizona

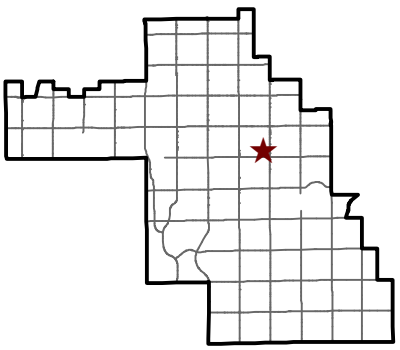
City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning



PLH23-0061 Stinger's Golf Club

N

Proposed Project Details
900 E. Pecos Rd.
Use Permit approval for a Series 6
Bar License & Entertainment Use Permit
Approval for live indoor entertainment



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City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
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Narrative PLH23-0061 Stingers Golf Club

Memo: Proposal for Stingers Golf Club - Indoor Sports Facility, Bar, and Grill To: City Of Chandler

From: Tyler Wilson, Owner/Founder Stinger's Golf Club

Date: 10/24/23

Subject: Proposal for Stingers Golf Club - Indoor Sports Facility, Bar, and Grill

Dear City Of Chandler,

I hope this memo finds you well. I am excited to present a proposal for the establishment of Stingers Golf Club, an indoor golf facility, bar, and grill located at 900 E Pecos Rd STE 1, Chandler, AZ 85225. Featuring six golf simulators, putting area, and sports lounge.

Property Details:

The proposed business will be situated in a former retail space, which was an AutoZone. This location offers ample room for our vision of one of the first indoor golf facilities in the state. The prime location of 900 E Pecos Rd provides easy access for golf enthusiasts and customers in the Chandler area. The property is conveniently located, attracting a large customer base of local golfers due to its proximity to a full shopping center, many neighborhoods, golf courses, entertainment, and much more.

Hours of Operation:

Stingers Golf Club will operate from 10am to 11pm Monday through Thursday, ensuring our customers have ample time to enjoy our facility. On Fridays and Saturdays, we will extend our hours to 8am to midnight, catering to the weekend crowd. Lastly, on Sundays, our operating hours will be from 8am to 10pm, allowing customers to start their day with us and wind down in the evening.

Staffing:

Our team at Stingers Golf Club will consist of approximately 10 full-time employees. The staff will be divided into various roles, including 3 bartenders, 3 cooks, 3 servers, and a General Manager. Each member of our team will play a vital role in providing exceptional service and ensuring a memorable experience for our customers.

Floor Plans and Site Plans:

We have included detailed floor plans and site plans for the building, which outline the layout and design of Stingers Golf Club. These plans demonstrate our commitment to creating a functional and

visually appealing space that maximizes customer satisfaction.

Entertainment:

- Type of Entertainment Provided: Golf facility, including food and drink options

- Total number of seats provided: 70

- Days and Hours of DJ/Live Entertainment: Saturday: 5-11pm/Sunday 5-10pm (This will not be consistently on weekends from 5-11 pm, just a window in which live events are possibly held.)

Parking Facilities: common parking lot space with the center, estimated 50 parking spots in front of Stinger's, as well as a few hundred spots throughout the shopping center.

Stingers Golf Club will have approximately 50 parking spaces conveniently located in front of the proposed business. Additionally, customers can utilize the full shopping center parking lot, which is within walking distance of our facility. This ensures ease of access for our patrons and eliminates any concerns regarding parking availability.

In conclusion, Stingers Golf Club aims to provide a unique and enjoyable indoor sports facility, bar, and grill experience in Chandler, AZ. With our carefully planned hours of operation, dedicated staff, and convenient parking facilities, we are confident in our ability to attract a wide range of customers and establish ourselves as a premier destination in the area.

Thank you for considering our proposal. Should you require any further information, please do not hesitate to reach out. We are excited about the potential of Stingers Golf Club and look forward to bringing our vision to life.

Best regards,

Tyler Wilson

Owner/Founder, Stingers Golf Club Teewillyent15@gmail.com

(480) 239 0811

MONTEREY VISTA VILLAGE
STINGER GOLF CLUB
900 E. PECOS RD. - UNIT 5 - SUITE 1
CHANDLER, AZ 85225

GENERAL NOTES

1. SPECIAL DESIGNS OR ADAPTATIONS SHOWN ON THESE DRAWINGS ARE THE PROPERTY OF EXTOLLO DESIGN, LLC. AND SHALL NOT BE REPRODUCED, RECORDERED, OFFERED FOR SALE OR USED FOR DISPLAY, WITHOUT THE WRITTEN AUTHORIZATION OF EXTOLLO DESIGN, LLC. ALL SAMPLES, MODELS, DRAWINGS, SPECIFICATIONS AND COPIES THEREOF FURNISHED BY EXTOLLO DESIGN, LLC. AND SHOWN IN THESE CONTRACT DOCUMENTS ARE SOLE PROPERTY OF EXTOLLO DESIGN, LLC. THEY SHALL NOT TO BE USED ON WORK OUTSIDE THE ORIGINAL INTENTION OF THESE CONTRACT DOCUMENTS AND SHALL TO BE RETURNED TO EXTOLLO DESIGN, LLC. AT THE COMPLETION OF THE WORK. THE CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND AND HOLD EXTOLLO DESIGN, LLC. AND IT'S CONSULTANTS HARMLESS FROM ANY CLAIM, DEMAND ACTION, LIABILITY OR COST (INCLUDING REASONABLE ATTORNEY'S FEES AND DEFENSE COSTS) ARISING OR ALLEGEDLY ARISING OUT OF ANY REUSE OR MODIFICATION OF THESE CONTRACT DOCUMENTS BY THE CLIENT OR BY ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THESE CONTRACT DOCUMENTS FROM OR THROUGH THE CLIENT.

2. DO NOT SCALE THESE DRAWINGS. THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT SITE, AND BRING ANY DISCREPANCIES, ERRORS OR VARIANCES TO THE ATTENTION OF EXTOLLO DESIGN, LLC. PRIOR TO COMMENCEMENT OF THE WORK.

3. LARGE SCALE PLANS SHALL GOVERN OVER SMALL SCALE PLANS. DETAILS SHALL GOVERN OVER PLANS AND ELEVATIONS.

4. ANY INFORMATION REQUIRED BY THE GENERAL CONTRACTOR AND THEIR SUBCONTRACTORS THAT IS NOT SHOWN ON THESE DRAWINGS OR CONTAINED IN OTHER CONTRACT DOCUMENTS SHALL BE REQUESTED BY THE GENERAL CONTRACTOR FROM EXTOLLO DESIGN, LLC. THE GENERAL CONTRACTOR SHALL NOT PROCEED WITH WORK AFFECTED BY SUCH ERRORS, DISCREPANCIES OR OMISSIONS WITHOUT RECEIVING THE NECESSARY CLARIFICATIONS. ADJUSTMENTS INVOLVING SUCH CONDITIONS MADE BY THE GENERAL CONTRACTOR AND/OR THEIR SUBCONTRACTORS WITHOUT PRIOR CLARIFICATION BY EXTOLLO DESIGN, LLC. SHALL BE AT THE GENERAL CONTRACTOR'S OWN RISK. COMPLICATIONS ARISING FROM PROCEEDING WITHOUT THESE CLARIFICATIONS SHALL BE AT THE GENERAL CONTRACTOR'S SOLE EXPENSE.

5. THE GENERAL CONTRACTOR SHALL STRICTLY ADHERE TO THE DESIGN, DETAILS AND SPECIFICATIONS CONTAINED IN THESE DOCUMENTS. NO DEVIATIONS OR SUBSTITUTIONS SHALL BE PERMITTED WITHOUT WRITTEN AUTHORIZATION FROM EXTOLLO DESIGN, LLC DESIGN, INC. ANY WORK DONE OR PRODUCTS INSTALLED NOT CONFORMING TO THESE DOCUMENTS SHALL BE REJECTED BY EXTOLLO DESIGN, LLC AND SHALL BE REDONE OR REPLACED AT THE GENERAL CONTRACTOR'S SOLE EXPENSE.

6. MECHANICAL, PLUMBING AND ELECTRICAL ITEMS ON ARCHITECTURAL DRAWINGS ARE SHOWN FOR LOCATION AND QUANTITY ONLY. REFER TO ENGINEERING DRAWINGS FOR ALL TECHNICAL INFORMATION.

7. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL WORK BETWEEN TRADES. ALL REFERENCES TO THE SCOPE OF WORK INCLUDED IN THESE CONTRACT DOCUMENTS ARE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR AND THEIR SUBCONTRACTORS.

8. THE SCOPE OF WORK INDICATED IN THESE CONTRACT DOCUMENTS SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL CODES, REGULATIONS AND ORDINANCES.

9. ALL WORK SHALL BE PERFORMED BY SKILLED AND QUALIFIED WORKMEN USING THE INDUSTRY STANDARDS FOR THE BEST PRACTICES OF EACH TRADES WORK.

10. ALL MATERIALS SHALL BE NEW AND CONTAINED IN IT'S ORIGINAL PACKAGING OR CONTAINER WHEN DELIVERED TO THE SITE. ALL MATERIALS SHALL BE PROTECTED FROM DAMAGE BEFORE, DURING CONSTRUCTION AND AT THE TIME THE GENERAL CONTRACTOR RELEASES THE SITE FOR OCCUPANCY.

11. THE GENERAL CONTRACTOR SHALL NOT CAUSE INTERRUPTION OF MECHANICAL, PLUMBING, ELECTRICAL AND OTHER UTILITY SERVICES TO THE REMAINING AREAS OF THE EXISTING BUILDING AND PREMISES, INCLUDING AREAS OUTSIDE THE CONSTRUCTION LIMITS OF THE PROJECT. THE GENERAL CONTRACTOR SHALL SCHEDULE AND COORDINATE ALL REQUIRED INTERRUPTIONS WITH THE CLIENT/ BUILDING OWNER PRIOR TO PERFORMING ANY SHUT DOWNS OR INTERRUPTIONS.

12. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING A SAFE WORK ENVIRONMENT FOR ALL WORKERS AND BUILDING OCCUPANTS. THE GENERAL CONTRACTOR SHALL COMPLY WITH LOCAL, STATE AND FEDERAL SAFETY CODES, REGULATIONS AND ORDINANCES.

13. THE GENERAL CONTRACTOR SHALL MAINTAIN A CLEAN PREMISES FREE OF TRASH AND DEBRIS. THE GENERAL CONTRACTOR SHALL PROTECT ALL ADJACENT BUILDING AREAS FROM DAMAGE. SOILING, PAINT OVER SPRAY AND DUST. ALL FIXTURES, EQUIPMENT, GLAZING, WINDOW TREATMENTS, FLOORS, CEILINGS AND OTHER BUILDING ELEMENTS, SHALL BE LEFT CLEAN AND READY FOR OCCUPANCY. ANY DAMAGES INCURRED DURING DEMOLITION OR CONSTRUCTION OF THIS SCOPE OF WORK SHALL BE REPAIRED, REPLACED, OR PATCHED AT THE DISCRETION OF THE BUILDING OWNER OR CLIENT. THE GENERAL CONTRACTOR SHALL BEAR FINANCIAL RESPONSIBILITY FOR SUCH DAMAGE AND ANY WORK UNDERTAKEN TO CORRECT IT.

14. THE GENERAL CONTRACTOR SHALL PAY FOR ALL NECESSARY FEES AND PERMITS REQUIRED FOR THE SCOPE OF WORK TO BE PERFORMED PRIOR TO COMMENCEMENT OF CONSTRUCTION UNLESS NOTIFIED OR DIRECTED OTHERWISE.

15. MANUFACTURED MATERIALS, FINISHES AND EQUIPMENT SHALL BE INSTALLED PER MANUFACTURERS RECOMMENDATIONS AND SPECIFICATIONS.

16. THE GENERAL CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AND/OR SAMPLES OF ALL PURCHASED, FABRICATED AND FINISH ITEMS FOR REVIEW BY EXTOLLO DESIGN, LLC. PRIOR TO PURCHASING OR FABRICATING SUCH MATERIALS. THE GENERAL CONTRACTOR SHALL DELIVER A MINIMUM OF 3 COPIES OF THESE SUBMITTALS TO EXTOLLO DESIGN, LLC.

17. ALL EXIT DOORS SHALL BE OPENABLE FROM THE INSIDE WITHOUT USE OF A KEY OR SPECIAL KNOWLEDGE. MANUALLY OPERATED OR SURFACE MOUNTED FLUSH BOLTS AND SURFACE BOLTS ARE PROHIBITED.

18. MOUNTING HEIGHT FOR TELEPHONE/COMPUTER AND ELECTRICAL OUTLETS SHALL BE 15 INCHES ABOVE THE FINISHED FLOOR TO THE BOTTOM OF THE COVER PLATE UNLESS NOTED OTHERWISE. ELECTRICAL/TELEPHONE OUTLET COMBINATIONS SHALL BE MOUNTED ON EITHER SIDE OF THE SAME STUD.

19. MOUNTING HEIGHT FOR LIGHT SWITCHES AND THERMOSTATS SHALL BE 4'-0" ABOVE THE FINISHED FLOOR TO THE TOP OF LIGHT SWITCH AND THERMOSTAT COVERS. THERMOSTATS SHALL NOT BE PLACED IN THE CENTER OF A PARTITION AND SHALL BE LOCATED ADJACENT TO A DOOR, LIGHT SWITCH OR PARTITION OPENING WHERE APPLICABLE.

20. THE GENERAL CONTRACTOR SHALL FURNISH AND INSTALL ALL EXIT SIGNS, NIGHT OR EMERGENCY LIGHTS, FIRE AND SMOKE DETECTION, AND ALARM SYSTEMS EXTENSIONS INTO THE AREA OF WORK AS REQUIRED BY LOCAL, STATE AND FEDERAL CODES AND THE CITY FIRE MARSHAL.

21. THE GENERAL CONTRACTOR SHALL PROVIDE 2A10.BC RATED FIRE EXTINGUISHERS AS REQUIRED BY THE CITY FIRE MARSHAL WITH MAXIMUM TRAVEL DISTANCE OF *75-0"* TO A FIRE EXTINGUISHER UNLESS NOTED OTHERWISE.

22. ALL GLASS SUBJECT TO HUMAN IMPACT SHALL CONFORM TO THE REQUIREMENTS OF I.B.C. SECTION 2406. SAFETY GLAZING SHALL BE INSTALLED AS PER 2406.4 INCLUDING (BUT NOT LIMITED TO); ANY GLAZING WITHIN A 24 INCH ARC OF EITHER VERTICAL EDGE OF THE DOOR AND WHOSE BOTTOM EDGE IS LESS THAN 60 INCHES ABOVE THE FLOOR, AND, ANY GLAZING THAT IS GREATER THAN 9 SQUARE FEET, AND WHOSE BOTTOM EDGE IS LESS THAN 18 INCHES ABOVE THE FLOOR AND WHOSE TOP EDGE IS MORE THAN 36 INCHES ABOVE THE FLOOR AND IS WITHIN 36 INCHES HORIZONTALLY OF A WALKING SURFACE. GLASS SHALL BE FIRMLY SUPPORTED ON ALL FOUR EDGES. THE FOLLOWING THICKNESSES OF GLASS MAY BE USED IN BUTT GLAZED, FIXED GLASS WINDOWS, WHEN SUPPORTED BY TWO EDGES:

60 INCH SPAN OR LESS: 1/4" THICK
80 INCH SPAN OR LESS: 5/16"THICK
96 INCH SPAN OR LESS: 3/8" THICK

23. FIRE RESISTIVE FLOOR AND CEILING PENETRATIONS SHALL BE FIRE STOPPED. FIRE STOPPING SHALL BE OF AN APPROVED MATERIAL, SECURELY INSTALLED AND CAPABLE OF MAINTAINING ITS INTEGRITY WHEN SUBJECTED TO THE TIME-TEMPERATURE CURVE OF I.B.C. SECTION 712. OCCASIONAL PIPES, CONDUITS, SLEEVES AND ELECTRICAL OUTLETS OF COPPER, SHEET METAL OR FERROUS CONSTRUCTION MAY BE INSTALLED WITHIN OR THROUGH FIRE RESISTIVE FLOOR SYSTEMS, PROVIDED SUCH INSTALLATIONS DO NOT UNDULY IMPAIR THE REQUIRE FIRE RESISTANCE OF ASSEMBLY. THE SPACE BETWEEN THE PIPE, CONDUIT OR SLEEVES AND THE FLOOR SHALL BE DESIGNED TO PREVENT THE MOVEMENT OF HOT FLAMES OR GASES.

24. RETURN AIR PLENUM SPACES SHALL NOT CONTAIN ANY COMBUSTIBLE MATERIALS. THE GENERAL CONTRACTOR SHALL REMOVE ANY EXISTING NON-PLENUM RATED MATERIALS FROM THE PLENUM.

25. STUD PARTITIONS SHALL RESIST A MINIMUM LATERAL LOAD OF 5 P.S.F.

26. ALL INTERIOR PARTITION AND CEILING FINISHES SHALL COMPLY WITH FLAME SPREAD AND SMOKE DENSITY PER I.B.C. SECTION 803.

27. THESE CONTRACT DOCUMENTS ASSUME THAT ALL EXISTING CONSTRUCTION CONDITIONS COMPLY WITH APPLICABLE CODES IN REGARDS TO THIS PROJECT'S SCOPE OF WORK. THE GENERAL CONTRACTOR SHALL INFORM THE BUILDING OWNER AND EXTOLLO DESIGN, LLC OF ANY ITEMS DISCOVERED TO BE OUT OF CODE COMPLIANCE DURING CONSTRUCTION.

28. THE GENERAL CONTRACTOR SHALL PROVIDE THE FOLLOWING PROJECT CLOSE OUT DOCUMENTS FOR DISTRIBUTION TO THE CLIENT/ BUILDING OWNER:

A. ONE REPRODUCIBLE SET OF RECORD DRAWINGS INDICATING ALL MODIFICATIONS MADE TO BUT NOT LIMITED ARCHITECTURAL, STRUCTURAL, MECHANICAL, PLUMBING AND ELECTRICAL AND FIRE LIFE SAFETY SYSTEMS DURING CONSTRUCTION OF THIS PROJECT.

B. THREE COPIES OF ALL INDIVIDUAL WARRANTEES AND GUARANTEES ASSEMBLED IN LOOSE LEAF BINDERS WITH A TABLE OF CONTENTS. THE GENERAL CONTRACTOR SHALL INCLUDE THEIR OVERALL ONE YEAR WARRANTEE. THE DATE OF ALL WARRANTEES AND GUARANTEES SHALL BE, THE DATE OF SUBSTANTIAL COMPLETION OR AS AGREED TO IN WRITING FROM THE CLIENT/ BUILDING OWNER. THE INFORMATION SHALL INCLUDE LISTING OF CONTRACTORS, SUB-CONTRACTORS AND MAJOR SUPPLIERS WITH COMPANY NAME, CONTACT PERSON, ADDRESSES AND TELEPHONE NUMBERS.

C. THE GENERAL CONTRACTOR SHALL CHANGE CONSTRUCTION LOCK CORES TO A PERMANENT KEYING SYSTEM AND DISTRIBUTE ALL KEYS TO THE CLIENT/ BUILDING OWNER IN THE KEYING CONFIGURATION AND QUANTITIES REQUIRED.

D. THE GENERAL CONTRACTOR SHALL PROVIDE EXTRA STOCK MATERIAL DELIVERED AND STORED IN THE CLIENT/ BUILDING OWNER'S DESIGNATED AREA FOR THE FOLLOWING:

1. ONE GALLON OF EACH PAINT COLOR USED.

E. THREE COPIES OF OPERATION AND MAINTENANCE MANUALS ASSEMBLED IN LOOSE LEAF BINDERS WITH FOLLOWING INFORMATION:

1. OPERATING INSTRUCTIONS SHALL INCLUDE COMPLETE OPERATING SEQUENCES CONTROL DIAGRAMS, DESCRIPTION METHOD OF MACHINERY, SERIAL NUMBER FACTORY ORDER NUMBERS, PARTS LIST, TESTING, INSTRUCTION BOOKS, SUPPLIER'S NAME, ADDRESS AND TELEPHONE NUMBER.

2. MAINTENANCE INSTRUCTIONS SHALL INCLUDE WRITTEN INSTRUCTIONS FOR REQUIRED AND SUGGESTED MAINTENANCE SCHEDULES FOR MECHANICAL, PLUMBING, ELECTRICAL AND SPECIALTY ITEMS FOR THIS PROJECT.

3. MAINTENANCE INSTRUCTIONS AND APPROVED CLEANING PRODUCTS FOR ALL FINISH MATERIALS.

29. ACCESSIBILITY SIGNAGE - PER ICC A117.1-2009, SECTION 703.1 TACTILE SIGNS SHALL CONTAIN BOTH RAISED CHARACTERS AND BRAILLE. WHERE SIGNS WITH BOTH VISUAL AND RAISED CHARACTERS ARE REQUIRED, EITHER ONE SIGN WITH BOTH VISUAL AND RAISED CHARACTERS, OR TWO SEPARATE SIGNS, ONE WITH VISUAL, AND ONE WITH RAISED CHARACTERS, SHALL BE PROVIDED

30. MEANS OF EGRESS ILLUMINATION - PER 2018 IBC, SECTION 1006.2 THE MEANS OF EGRESS ILLUMINATION LEVEL SHALL NOT BE LESS THAN (1) FOOTCANDLE (11 LUX) AT THE WALKING SURFACE.

31. FIRE EXTINGUISHERS - PER 2018 IFC, SECTION 906.9.1 PORTABLE FIRE EXTINGUISHERS HAVING A GROSS WEIGHT NOT EXCEEDING 40 POUNDS (18 KG) SHALL BE INSTALLED SO THAT THEIR TOPS ARE NOT MORE THAN 5 FEET (1524 MM) ABOVE THE FLOOR.PER 2018 IFC, SECTION 906.3.1 PROVIDE SEMI-RECESSED FIRE EXTINGUISHER, TYPE 2A10DC A MAXIMUM OF (75) FEET APART.

CITY OF CHANDLER BUILDING CODES (WITH AMENDMENTS)

2021 INTERNATIONAL BUILDING CODE WITH LOCAL AMENDMENTS
2021 INTERNATIONAL FIRE CODE WITH LOCAL AMENDMENTS
2021 INTERNATIONAL MECHANICAL CODE WITH LOCAL AMENDMENTS
2021 INTERNATIONAL PLUMBING CODE WITH LOCAL AMENDMENTS
2021 INTERNATIONAL FUEL GAS CODE WITH LOCAL AMENDMENTS
2021 INTL. ENERGY CONSERVATION CODE W/ LOCAL AMENDMENTS
2021 INTERNATIONAL EXISTING BUILDING CODE
2020 NATIONAL ELECTRIC CODE WITH LOCAL AMENDMENTS
AMERICANS W/ DISABILITIES ACT (A.R.S.-41-1491.37 (ADA/ADAAG)
ICC/ANSI A117.1-2009, ACCESSIBILITY CODE.

ALL PRODUCTS LISTED BY I.C.C. NUMBER(S) SHALL BE INSTALLED PER THE REPORT AND MANUFACTURER'S WRITTEN INSTRUCTIONS. PRODUCT SUBSTITUTION(S) FOR PRODUCT(S) LISTED SHALL ALSO HAVE I.C.C. APPROVED EVALUATION REPORT(S) OR BE APPROVED AND LISTED BY OTHER NATIONALLY RECOGNIZED TESTING AGENCIES.

FIRE SPRINKLER AND HIGH-PILE STORAGE DRAWINGS TO BE DEFERRED SUBMITTALS. BEFORE COMMENCING ANY WORK ON THESE SYSTEMS, PLANS WILL BE SUBMITTED AND APPROVED BY THE CITY OF CHANDLER DEVELOPMENT SERVICES.

DRAWING INDEX

IA0.0	GENERAL NOTES AND CODE INFORMATION
IA0.1	LIFE / SAFETY PLAN AND ACCESSIBILITY STANDARDS
IA1.0	DEMOLITION FLOOR PLAN AND DEMOLITION CEILING PLAN
IA2.0	FLOOR PLAN AND FURNITURE / EQUIPMENT PLAN
IA2.1	FINISH PLAN AND REFLECTED CEILING PLAN
IA2.2	ENLARGED KITCHEN PLANS
IA2.3	ENLARGED BAR AND PUTTING GREEN PLANS
IA3.0	INTERIOR ELEVATIONS
IA3.1	INTERIOR ELEVATIONS
IA4.0	DOOR SCHEDULE, SECTIONS AND DETAILS
IA4.1	SECTIONS AND DETAILS

PROJECT DESCRIPTION

STINGER GOLF CLUB PROVIDES A VIRTUAL GOLFING EXPEREINCE USING (6) SIMULATORS AND A PUTTING GREEN BY APPOINTMENT. IN ADDITION TO THE RECREATIONAL EXPERIENCE STINGER GOLF CLUB ALSO PROVIDES GOLF INSTRUCTION USING THESE AMENITIES. BAR AND FOOD SERVICES ARE AN ACCESSORY TO THE MAIN FUNCTION OF THE BUSINESS WHICH IS RECREATION. THE IS NOT A BAR OR RESTAURANT.

THIS PROJECT IS A TENANT IMRPOVEMENT WITHIN AN EXISTING SUITE WITH A CHANGE IN OCCUPANCY FROM 'M' (AUTOPARTS) TO AN 'A-3' (ARCADES, BOLWING ALLYS, POOL AND BILLARD PARLORS, ETC.).

EXTERIOR WORK INCLUDES A STOREFRONT MODIFICATION, NEW ROOFTOP MECHANICAL UNIT / CURB, A NEW MAKE-UP AIR UNIT, AND A NEW EXHAUST FAN SYSTEM. INTERIOR WORK INCLUDES NEW WALLS, NEW DOORS, NEW SIMULATORS, NEW BAR, NEW KITCHEN WITH HOODS AND AN INTERIOR GREASE TRAP. STORAGE ROOMS, AND AN OFFICE. EXISTING RESTROOMS ARE BEING REUSED. SCOPE ALSO INCLUDE A RECONFIGURE AND EXPANSION OF THE EXISTING MECHANICAL PLUMBING AND ELECTRICAL SYSTEMS.

THERE IS NO CHANGE TO THE EXISTING SUITE S.F., SUITE HAS AN EXISTING FIRE SPRINKLER SYSTEM WHICH WILL BE MODIFIED AS REQUIRED AND DEFERRED. NO HIGH-PILE STORAGE, AND NO CHEMICALS IN QUANTITIES DEEMED HAZARDOUS BY THE BUILDING CODE.

CHANDLER FIRE DEPARTMENT GENERAL NOTES TO CONTRACTOR

SEE SHEET IA0.1 FOR THE ABOVE FIRE DEPARTMENT NOTES

CODE INFORMATION

PROJECT MAIN POINT OF CONTACT:	EXTOLLO DESIGN, LLC JEFF PIELAGE, 480-888-6565 jpielage@exd-az.com
BUSINESS ADDRESS:	MONTEREY VISTA VILLAGE 900 E. PECOS RD. UNIT 5 - SUITE 1 CHANDLER, AZ 85225
JURISDICTION:	CITY OF CHANDLER, AZ
ZONING:	PAD
APN / LOT:	303-14-539
CONSTRUCTION TYPES:	V-B
OCCUPANCY TYPES:	A-3
SUITE AREA:	7,037 S.F.
OCCUPANCT LOAD:	96 (SEE OCCUPANY AND PLUMBING CALCULATIONS SHEET IA0.1)
FIRE SPRINKLERS:	YES
FIRE ALARMS:	NO

PROJECT DIRECTORY

OWNER
HARRY ROSS INDUSTRIES
24955 PACIFIC COAST HIGHWAY
MALIBU, CA 90265
REP. CONTACT: PAT TAKASH
REP. CO.: PT PROPERTY SVCS.
PHONE: 602.274.1500

DESIGN LEAD & MAIN PROJECT CONTACT
EXTOLLO DESIGN, LLC
1438 W. BROADWAY RD. #101
TEMPE, ARIZONA 85282
CONTACT: JEFF PIELAGE
PHONE: 480.888.6565
jpielage@exd-az.com

MECHANICAL & PLUMBING ENGINEER
MECHANICAL DESIGNS INC.
7227 N. 16TH ST. #200
PHOENIX, ARIZONA 85020
CONTACT: SCOTT CARLSON
PHONE: 602.773.5617
FAX: 602.943.6608
scott@mechdesigns.com

ELECTRICAL ENGINEER
HAWKINS DESIGN GROUP
1140 W. HARWELL RD.
GILBERT, ARIZONA 85233
CONTACT: SCOTT ADLER
PHONE: 480.813.9000
FAX: 480.813.9001
scott@hawkinsdg.com

STRUCTURAL ENGINEER
STRUKTUR STUDIO, LLC
1525 N. GRANITE REEF RD. #9
SCOTTSDALE, ARIZONA 85257
CONTACT: DAVID LUNENG
PHONE: 480.425.2250 X230
david@strukturstudio.com

ARCHITECT
CA ARCHITECTS, PLLC
3102 N. 53RD PL.
PHOENIX, ARIZONA 85018
CONTACT: CRAIG ANGELL
PHONE: 602.369.0995
craig.arch1@gmail.com

THIS PROJECT:
BUILDING 1 - SUITE 5
900 E. PECOS RD.
CHANDLER, AZ 85225



1 VICINITY MAP
3/8" = 1'-0"

extollo design

NOT FOR CONSTRUCTION

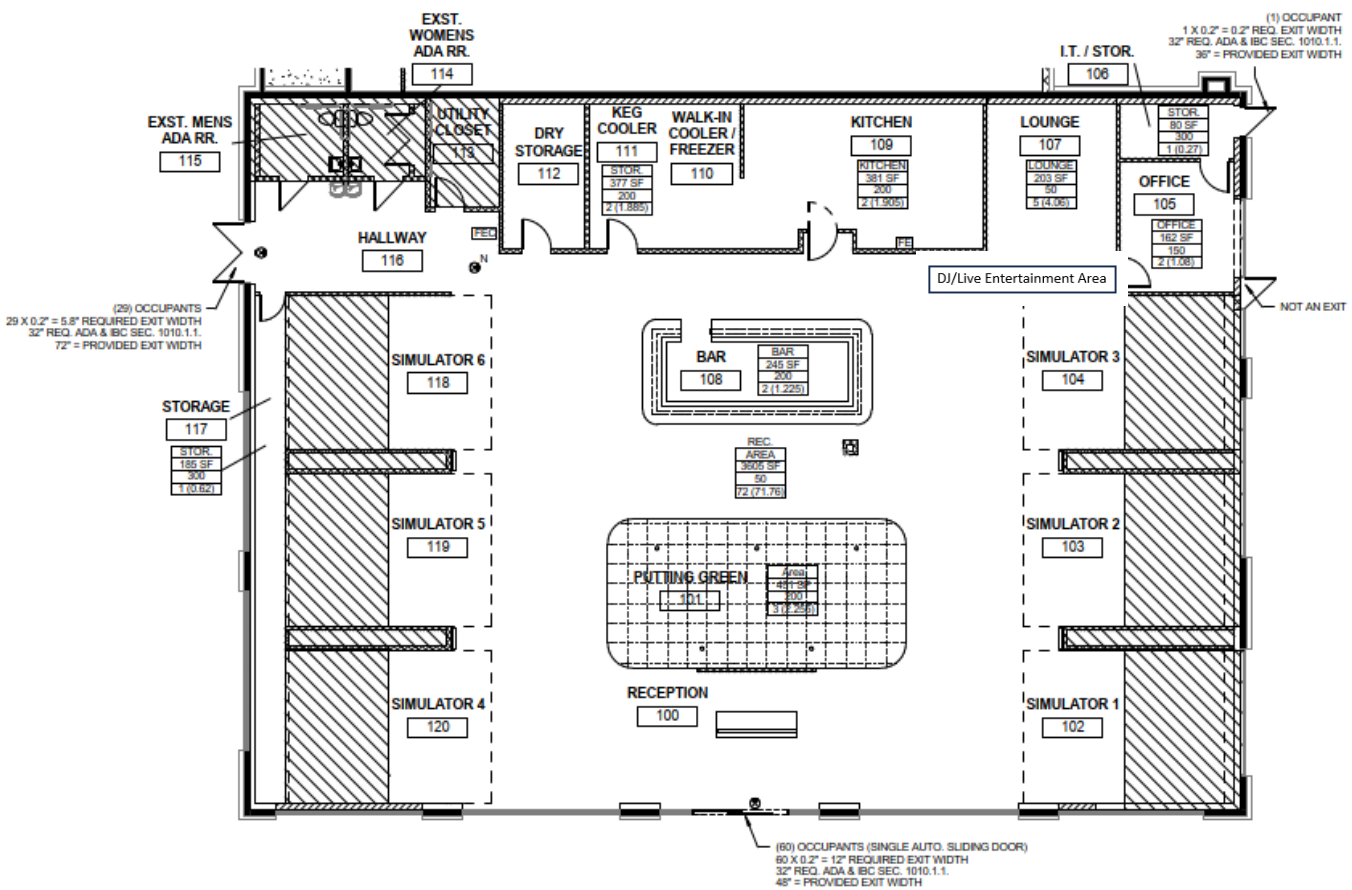
MONTEREY VISTA VILLAGE
900 E. PECOS RD. CHANDLER, AZ 85225 - UNIT 5 - SUITE 1
STINGER GOLF CLUB

GENERAL NOTES AND CODE INFORMATION

DRAWN: JTP

JOB NUMBER: 25-012
DATE: 10/23/23
REVISED:

IA0.0



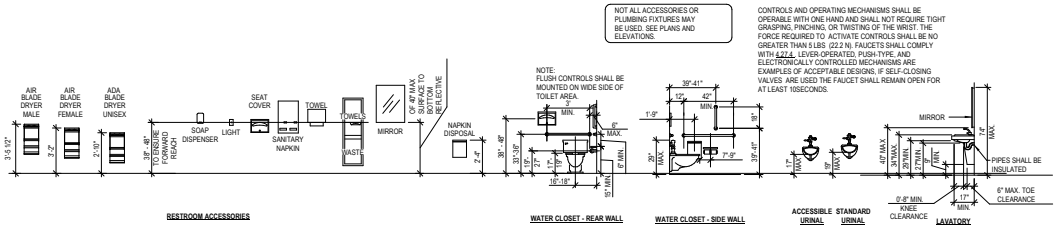
1 LIFE / SAFETY PLAN
1/8" = 1'-0"

OCCUPANCY CALCULATIONS
A-3 OCCUPANCY / 7,151 USF TOTAL

NON-OCCUPIABLE AREA:	1,462 S.F.
RECREATION AREA:	3,808 S.F. / 77 OCCS.
ACCESSORY OFFICE:	162 S.F. / 2 OCCS.
KITCHEN / BAR / PUTT. GREEN:	1,077 S.F. / 7 OCCS.
STORAGE:	642 S.F. / 4 OCCS.
TOTALS:	7,151 S.F. & 90 TOTAL OCCUPANTS

LEGEND

- OCCUPANCY (USE OF ROOM PER 2021 IBC SEC. 302)
  AREA OF ROOM / SPACE (S.F.)
  OCCUPANT LOAD FACTOR (2021 IBC TABLE 1004.5)
  TOTAL OCCUPANT LOAD (AREA / OCC. LOAD FACTOR)
- NON-OCCUPIABLE ROOM / AREA
- EXISTING EXIT SIGN TO REMAIN
- NEW EXIT SIGN TO MATCH EXISTING
- FE — FIRE EXTINGUISHER ON HOOK (2-A:10-B:C)
- FEC — FIRE EXTINGUISHER CABINET (2-A:10-B:C)



RESTROOM ACCESSORIES
WATER CLOSET - REAR WALL
WATER CLOSET - SIDE WALL

2 FIRE DEPARTMENT NOTES
1/32" = 1'-0"

3 ACCESSIBLE MOUNTING HEIGHTS & CLEARANCES
1/4" = 1'-0"

extollo design

NOT FOR CONSTRUCTION

MONTEREY VISTA VILLAGE
900 E. PECOS RD. CHANDLER, AZ 85225 - UNIT 5 - SUITE 1

STINGER GOLF CLUB

LIFE / SAFETY PLAN AND ACCESSIBILITY STANDARDS

DRAWN: JTP

JOB NUMBER: 25-012
DATE: 10/23/23
REVISED:

IA0.1

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 23-054

Date: January 11, 2024
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: PLH23-0038 / PLH23-0039 Grayhawk Residences at Chandler
Adoption of Resolution No. 5763
Introduction and Tentative Adoption of Ordinance No. 5076
Request: Area Plan Amendment to the Chandler Redevelopment Element from Business Park / Light Industrial to High-Density Residential

Rezoning from General Industrial (I-2) District to Planned Area Development (PAD) for Multi-Family Residential with Mid-Rise Overlay to allow heights up to seventy (70) feet

Preliminary Development Plan approval for site layout and building architecture
Location: Northeast corner of Frye Road and Nevada Street, approximately 1/4 mile east of Arizona Avenue
Applicant: Charles Huellmantel, Huellmantel & Affiliates

Proposed Motion:

Area Plan

Move City Council pass and adopt Resolution No. 5763 Chandler Redevelopment Element amendment, PLH23-0039 Grayhawk Residences at Chandler, as recommended by Planning and Zoning Commission.

Rezoning

Move City Council introduce and tentatively adopt Ordinance No. 5076 approving PLH23-0038 Grayhawk Residences at Chandler, Rezoning from General Industrial (I-2) District to Planned Area Development (PAD) for Multi-Family Residential with Mid-Rise Overlay to allow heights up to seventy (70) feet, subject

to the conditions as recommended by Planning and Zoning Commission.

Preliminary Development Plan
Move City Council approve Preliminary Development Plan PLH23-0038 Grayhawk Residences at Chandler for site layout and building architecture, subject to the conditions as recommended by Planning and Zoning Commission.

Background Data:

- Approximately 3.74 net acres site.
- Annexed into the city in 1974 and rezoned from AG-2 to I-2 Industrial in 1975.
- No development has occurred and the site remains vacant.
- I-2 zoning remains, which accommodates industrial uses involving manufacturing, assembling, warehousing and similar uses of medium intensity, including supporting commercial uses.
- General Plan designates the site as Employment, which allows consideration of residential uses.
- General Plan indicates the site is within the Downtown Chandler Growth Area 1, which also allows consideration of residential uses.
- The General Plan's Downtown Chandler Growth Area policies encourage the redevelopment of the Downtown with higher densities, mixed-uses, and transit-oriented development.
- The General Plan's Downtown Chandler Growth Area policies identify the revitalization of neighborhoods and the development of new, high-density housing in surrounding areas as being critical to Downtown viability and creating a vibrant live, work, and play atmosphere.
- The site is located just outside of the boundaries of the South Arizona Avenue Corridor Area Plan (SAZACAP), which begins at the Union Pacific Railroad track. However, the SAZACAP emphasizes the importance of developing more residential units in the downtown to create an urban living feel, encourage revitalization and maintain the vitality of the downtown. The SAZACAP specifies that higher density developments are envisioned along Frye Road.
- Site is in proximity to two other high-density residential developments: Alta Steelyard to the southwest and Encore Novo currently under construction to the north.
- Proposed development integrates and maintains an existing exit easement along the east property and utilizes it as a required fire lane.
- Proposed design is configured as a 4-story apartment building wrapped around a 6-story parking garage with an amenity area courtyard.
- Street facing dwelling units at the ground floor feature private patios with gates and stairs connecting to the sidewalk to encourage an active and

walkable neighborhood.

Surrounding Land Use Data:

North	Chandler Unified School District-owned vacant lot used for open storage of miscellaneous construction materials, vehicles and supplies (former transportation facility); then high-density residential under construction	South	Frye Road; then an industrial development and single family residential
East	Industrial development and a vacant lot	West	Nevada Street; then an industrial development and the Union Pacific railroad track beyond

General Plan and Area Plan Designations:

Plan	Existing	Proposed
General Plan	Employment	N/A
Chandler Redevelopment Element	Business Park / Light Industrial	Residential – High Density

Proposed Development

Proposed Land Uses	Multi-family residential 253 units 36 studio apartments, 117 one-bedroom units, 90 two-bedroom units and 10 three-bedroom units
Density	High Density Residential 67.6 dwelling units / acre (du/ac)
Building Setbacks	North (property line): 10 feet West (Nevada Street): 12 feet South (Frye Road): 10 feet East (property line): 29 feet
Height	Multi-family: four stories totaling 56’ feet at the tallest element Parking structure: 6 stories and 60-0” tall at the highest elevator shaft The request includes a Mid-Rise Overlay to allow buildings up to 70 feet in height, although the attached exhibits indicate a maximum building height of approximately 60 feet. The requested maximum

	height of 70 feet is intended to account for any unforeseen parapet height changes due to the mechanical equipment screening requirements.
Site Design	Grayhawk Residences proposes 253 dwelling units, comprised of 36 studios, 117 one-bedroom, 90 two-bedroom, and 10 three-bedroom units. The development is configured as a “wrap” design, with four stories of dwelling units wrapped around and screening an internal six-story parking garage. The proposed building design places an emphasis on the southwest corner of the site and presents a strong and visually dynamic identity at this location. This is the main point of entry for pedestrians, who arrive at a raised outdoor plaza with a fountain, landscaping, and outdoor seating. The corner emphasis establishes context with the existing luxury apartments to the southwest (Steelyard) and addresses the main pedestrian connection to the downtown area that is a short walk to the immediate west. To reinforce the urban strategies encouraged by the adjacent Downtown South Arizona Avenue Corridor Area Plan (SAZACAP) and utilized at Steelyard, buildings are close to right-of-way lines, but 10- and 12-foot setbacks allow room for landscaping to screen adjacent industrial uses. Dwelling units facing Nevada Street and Frye Road offer private balconies and patios with stairs and private entries to create a vibrant street presence while interior dwelling units have patios and balconies facing an outdoor courtyard. The vehicular point of entry for residents is from Nevada Street, which allows access to a six-story parking garage for resident parking that includes elevators, stairs and trash collection enclosures. On-street parking is available along Nevada Street, with a two-car loading zone by the entrance to the garage. A 26-foot-wide fire lane is at the east property line, which preserves an existing access easement used by the property owners to the east and facilitates trash collection.
Building Materials & Accents	The buildings present a modern eclectic urban theme with varied massing and forms. A broad palette of colors and materials like brick, stucco and siding create a dynamic character that references traditional “downtown” multi-family architecture, while textured metal accents like perforated metal, wire mesh panels and

	pre-finished metal roofing elements nod to adjacent light industrial neighbors. The vibrant blue, yellow and cream stucco colors align with the apartment complex to the north, while a range of three masonry veneers help to ground the elevations. Project signage includes a bold fin on the southwest corner, with individual metal lettering mounted to the surface. Additional sign elements will be reviewed administratively through the Planning staff.
Amenities	An abundance of on-site amenities are provided within the courtyard, including a resort-style pool with two separate pool areas, spa, hammock lawns, an entertainment pavilion with lounge-type seating, fireplace, bar seating and media wall, two outdoor kitchens and covered outdoor grilling areas, fitness center with outdoor fitness lawn, game lawn, resident clubhouse and a dog grooming facility.
Parking	The proposed combination of 253 dwelling units requires a total of 414 parking spaces. 100% of the required residential parking is provided via a combination of covered and open parking spaces in the four-story parking garage at the core of the development, plus an additional 11 on-street spaces along Nevada Street. • Required parking spaces: 414 • Provided parking spaces: 416 • Required assigned spaces: 353 The designated "assigned spaces" must be made available for the exclusive use of the tenant leasing the unit and may not be made available for use by other tenants or visitors.

Review and Recommendation

The subject site was annexed in 1974 and rezoned to General Industrial (I-2) in 1975. It is adjacent to the CEMEX concrete materials loading site beside the Union Pacific Railroad spur to the west, with additional light industrial land uses to the south and east. Historic aerial images suggest there has never been any development on this site, and Planning records research demonstrates no development activity has occurred on the property since it was rezoned. The site remains vacant today.

Chandler’s 2016 General Plan designates the site as Employment and indicates it is located within Growth Area 1 – Downtown Chandler. These designations support the development of residential uses at this location, while the Downtown Chandler Growth Area 1 goes further by encouraging high-density housing to help

support Downtown viability. It also identifies a need to develop a vibrant live, work and play atmosphere within Chandler's Downtown. The proposed Grayhawk Residences will help to meet these goals.

The site is located within Chandler's Redevelopment Element, with a land use identified as Business Park / Light Industrial. The site also falls within District 3 – Southeast, which encourages residential infill and rehabilitation of vacant and substandard properties to provide opportunities for new high-quality, medium-high density housing for the area. In addition, the request for a Mid-Rise Overlay can be considered because the site is located within Chandler's Redevelopment Element, as indicated in Chandler's Mid-Rise Overlay Policy.

It should be noted that the site is located just beyond the eastern limit of the South Arizona Avenue Corridor Area Plan (SAZACAP), which encourages the development of new high-density residential developments, particularly along Frye Road. While the site does not strictly fall within the current SAZACAP, Chandler's Planning Division in the beginning stages of a downtown area plan update which will combine the Chandler Redevelopment Element with SAZACAP and expand the downtown area focus in recognition of the growing downtown district. The desire to increase high-density and high-quality housing within the downtown area will be a priority.

Finally, the site is within walking distance to Downtown Chandler and its many shops and restaurants to the west, as well as Folley Memorial Park and Frye Elementary School to the east. It is also located along the future Frye Road separated bicycle path, which will provide a connection to the Paseo Trail and other points of interest. There are existing single and multi-family housing developments surrounding the site to the south, east and north, as well as within the downtown area itself. The addition of a new luxury apartment complex at this location will help connect the existing and soon-to-be-completed multi-family developments to the north on Nevada Street and directly to the southwest. For all these reasons, Planning Staff supports this request.

Economic Analysis

An economic and fiscal impact analysis was conducted based on project details provided by the applicant and staff assumptions. The analysis determined the project would generate a positive net fiscal impact for the city. Net income to the city resulting from the project is estimated at $1,105,630 over 10 years. This figure includes revenues from property taxes, building permit and plan review fees, transaction privilege tax on construction, state shared revenues, and local spending by residents. It does not include residential rental tax because the property is anticipated to open in 2026 and recent state legislation prohibits

municipalities from collecting this tax starting in 2025. Economic Development is in support of approving the rezoning request.

Traffic Analysis

A Traffic Impact Study (TIS) was provided by the applicant which includes an analysis of traffic related impacts caused by the proposed development to the adjacent roadway network during AM and PM peak hours at full occupancy. The study calculated expected traffic capacity / trip generation values for the development, based on accepted industry standards and current traffic volume data provided in the City of Chandler 2021 Segment Traffic Volumes map.

The TIS confirmed the additional traffic generated by the proposed Grayhawk Residences at Chandler development is anticipated to result in minimal traffic related impacts to the existing roadway network and the surrounding area.

The TIS has been reviewed and accepted by City traffic engineering staff.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code. Neighborhood meeting signs were posted on the site and on social media via NextDoor.

- Two neighborhood meetings were held due to the request for a Mid-Rise Overlay, on November 13 and 14, 2023. The first meeting was held virtually and the second meeting was held in-person at Chandler Public Library Downtown Branch. Attendees at the first meeting included the property owner to the east and company representatives of the CEMEX concrete materials loading facility adjacent to the west of the subject site. Attendees at the second meeting included only the company representatives from CEMEX.

- The property owner to the east had questions about maintaining access to their property via an existing access easement along the east property line. The applicant confirmed that access would be maintained and pointed to the fire lane at that location that would remain open, and the property owner had no further concerns.

- The CEMEX representatives expressed concerns at both meetings about whether their materials loading activities would be adversely impacted by the proposed development, specifically related to semi-trucks exiting from their property onto Nevada Street. They indicated that CEMEX regularly stages

semi-trucks along Frye Road between 12 am and 7 am, and they had concerns about future residents complaining about their business activities. As CEMEX is currently working with Chandler's site development team on a planned site expansion to the north, the applicant offered to connect their architect with CEMEX's site designer to coordinate and confirm turning requirements onto Nevada Street. However, CEMEX did not provide the applicant their contact information, so no detailed analysis was performed. However, Planning Staff reviewed the current expansion plans and noted that the semi-truck turn radii indicated on the CEMEX design drawings do not appear to conflict with any of the planned improvements. As a compromise on the concerns expressed by CEMEX, Planning Staff added stipulations that Grayhawk Residences will be required to utilize construction details that provide a degree of sound proofing to the building interiors. An additional stipulation was added that requires the disclosure to future residents of existing ongoing industrial business activities adjacent to the site.

- At the time of writing of this memo, Planning staff is not aware of any formal opposition to this request. Staff has received one (1) email in support of the proposed development (see attached).

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting December 20, 2023
Motion to Approve.

In Favor: 7 Opposed: 0

The application was pulled from the Consent Agenda to allow further discussion about the number of parking spaces required, provided, and designated as "assigned" parking spaces.

- Required parking spaces: 414
- Provided parking spaces: 416
- Required assigned spaces: 353

The designated "assigned spaces" must be made available for the exclusive use of the tenant leasing the unit and may not be made available for use by other tenants or visitors.

Recommended Conditions of Approval

Area Plan Amendment
Planning and Zoning Commission recommends the City Council approve the Area Plan Amendment to the Chandler Redevelopment Element from Business Park / Light Industrial to High-Density Residential.

Rezoning
Planning and Zoning Commission recommends the City Council approve the Rezoning from General Industrial (I-2) District to Planned Area Development (PAD) for Multi-Family Residential with Mid-Rise Overlay to allow heights up to seventy (70) feet, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Grayhawk Residences at Chandler" and kept on file in the City of Chandler Planning Division, in File No. PLH23-0038, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified, or supplemented by the Chandler City Council.

2. Multiple-family residential shall be permitted at a maximum density of 68 dwelling units per acre.

3. Completion of the construction of all required off-site street improvements, including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements, and street lighting to achieve conformance with City codes, standard details, and design manuals.

4. The landscaping in all open-spaces shall be maintained by the property owner or property owners' association, and shall be maintained at a level consistent with or better than at the time of planting.

5. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.

6. Prior to the time of leasing any units, the developer/operator/property manager shall provide a written disclosure statement, for the signature of each renter, acknowledging that the apartment complex is located adjacent to or nearby existing railroad tracks, industrial property and industrial businesses that may cause adverse noise, odors, and other externalities. The lease agreement shall include a disclosure statement outlining that the property is adjacent to or nearby existing railroad tracks, industrial property and industrial businesses, and the disclosure shall state that such uses are legal and should be expected to continue indefinitely. This responsibility for notice rests with

the developer/operator/property manager and shall not be construed as an absolute guarantee by the City of Chandler for receiving such notice.

7. Minimum assigned parking spaces for multi-family residential:
   A minimum of one (1) covered parking space shall be assigned to each Efficiency, Studio or One-Bedroom Unit and a minimum of two (2) parking spaces (at least one of which shall be covered) shall be assigned to each Two-or-more-Bedroom unit. The assigned spaces must be made available for the exclusive use of the tenant leasing the unit and may not be made available for use by other tenants or visitors.

8. Minimum building setbacks shall be as provided below and further detailed in the development booklet:

Property Line	Building Setback
North	10 feet
East	10 feet
South (Frye Road)	10 feet
West (Nevada Street)	12 feet

9. Building heights shall not exceed seventy (70) feet.

Preliminary Development Plan
Planning and Zoning Commission recommends the City Council approve the Preliminary Development Plan, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Grayhawk Residences at Chandler" and kept on file in the City of Chandler Planning Division, in File No. PLH23-0038, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified, or supplemented by the Chandler City Council.

2. The site shall be maintained in a clear and orderly manner.

3. Landscaping plans (including for open spaces, rights-of-way, and street medians) and perimeter walls shall be approved by the Planning Administrator.

4. Fifty percent of the trees planted along Frye Road and Nevada Street shall be a minimum of 36-inch box and be a minimum of 12-feet in height at the time

of planting.

5. All trees planted along the east property line shall be a minimum of 7-feet in height at the time of planting.

6. Preliminary Development Plan approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Preliminary Development Plan shall apply.

7. All mechanical equipment, including HVAC, utility meters, etc. shall be screened from view by material(s) that are architecturally integrated and consistent with the proposed buildings.

8. Sign packages, including free-standing signs as well as wall-mounted signs, shall be designed in coordination with landscape plans, planting materials, storm water retention requirements, and utility pedestals, so as not to create problems with sign visibility or prompt the removal of required landscape materials.

9. All apartment buildings shall be designed and built to achieve an interior noise level not to exceed 45 decibels (Ldn) from activities on proximate railroad and industrial properties. A professional acoustical consultant, architect or engineer shall certify that the project's construction plans are in conformance with this condition.

10. The applicant shall work with Staff to incorporate art feature(s) at the southwest corner of the site in the outdoor pedestrian plaza area.

11. A minimum of six electric vehicle charging stations shall be provided.

Attachments

Resolution #5763
Ordinance #5076
Vicinity Maps
Area Maps

Development Booklet
Letter of Support

RESOLUTION NO. 5763

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, ADOPTING AN AMENDMENT TO THE "CHANDLER REDEVELOPMENT ELEMENT" AREA PLAN FROM BUSINESS PARK/LIGHT INDUSTRIAL TO HIGH DENSITY RESIDENTIAL ON PROPERTY LOCATED AT NORTHEAST CORNER OF FRYE ROAD AND NEVADA STREET.

WHEREAS, an interest has been expressed in seeking approval of a rezoning request, pending approval of an Area Plan amendment, for a particular development proposal located northeast corner of Frye Road and Nevada Street; and

WHEREAS, the Land Use policies within the Chandler General Plan adopted by the City Council on April 14, 2016, encourage the preparation of Area Plans that address distinct characteristics and support unique land use planning for each area; and

WHEREAS, an existing area plan, the Chandler Redevelopment Element, has been adopted for the areas in and around the Chandler Downtown; and

WHEREAS, the applicant prepared this amendment to the existing "Chandler Redevelopment Element"; and

WHEREAS, such an amendment, covering a portion of the adopted Area Plan including a map has been prepared by the applicant for consideration by the City Council after having received public input from the Planning and Zoning Commission and property owners at a previous public hearing.

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

Section 1. That the attached map exhibit, an Amendment to the "Chandler Redevelopment Element", as presented to the Planning and Zoning Commission and approved at their public hearing held on December 20, 2023, is hereby adopted as the guideline for future rezoning and development for the area described within it.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of January, 2024.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

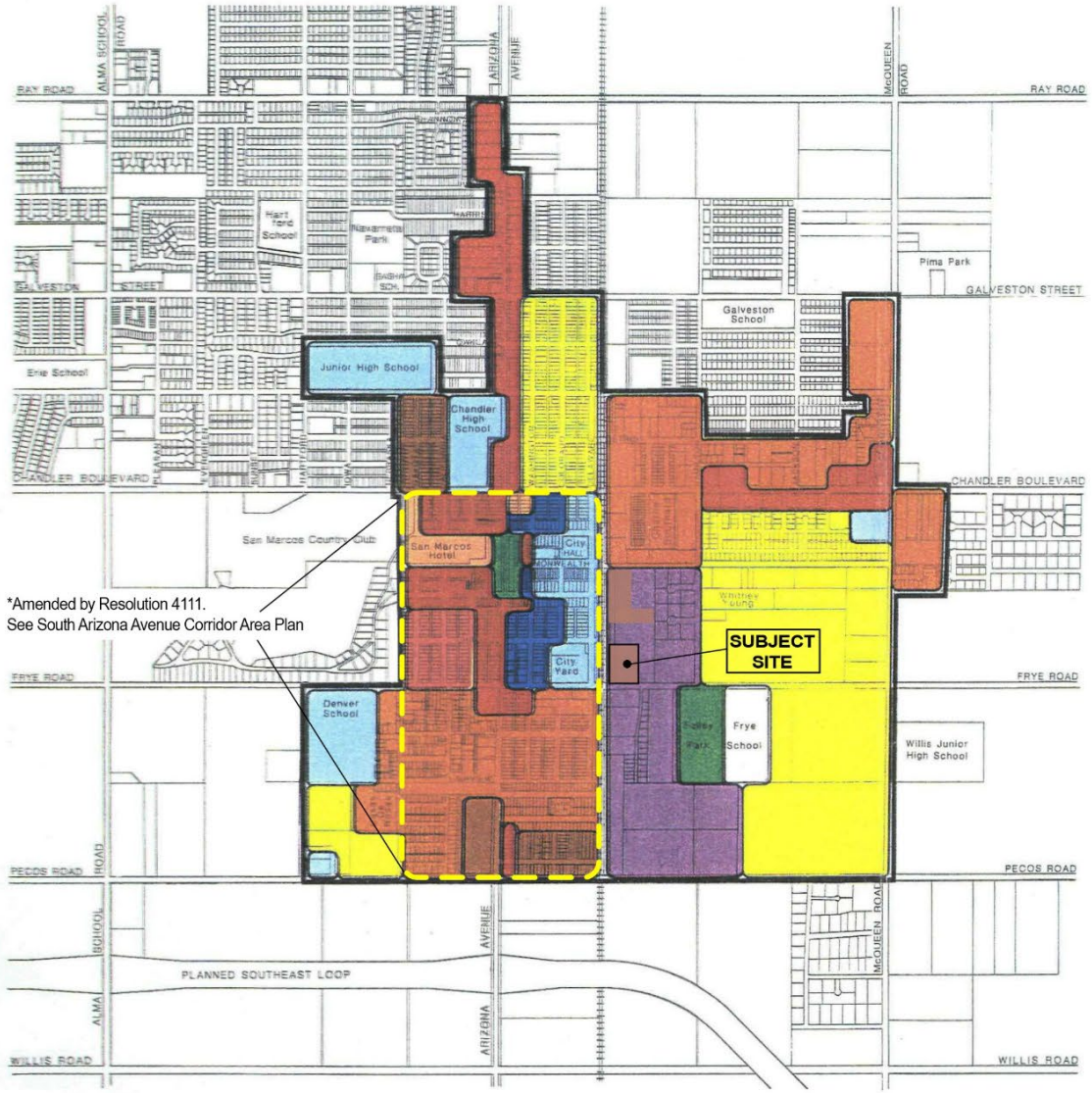
I HEREBY CERTIFY that the above and foregoing Resolution No. 5763 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting was held on the _____ day of January, 2024, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY TA

PROPOSED



Chandler Area and Redevelopment Plan

City of Chandler, Arizona

- REDEVELOPMENT AREA BOUNDARY
- RESIDENTIAL-LOW DENSITY (0-6 DU/ACRE)
- RESIDENTIAL-MEDIUM DENSITY (6-12 DU/ACRE)
- RESIDENTIAL-HIGH DENSITY (12+ DU/ACRE)
- RESORT/HOTEL
- COMMERCIAL/RESIDENTIAL
- COMMERCIAL RETAIL
- OFFICE
- PUBLIC/INSTITUTIONAL
- BUSINESS PARK/LIGHT INDUSTRIAL
- OPEN SPACE

Generalized Land Uses

0 244 488 732 976 meters

0 800 1600 2400 3200 feet

10

BRW, Inc.
Natelson/Levander/Whitney

ORDINANCE NO. 5076

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY REZONING A PARCEL FROM GENERAL INDUSTRIAL (I-2) DISTRICT TO PLANNED AREA DEVELOPMENT (PAD) FOR MULTI-FAMILY WITH MID-RISE OVERLAY ALLOWING HEIGHTS UP TO SEVENTY (70) FEET IN CASE PLH23-0038 (GRAYHAWK RESIDENCES AT CHANDLER) LOCATED AT THE NORTHEAST CORNER OF FRYE ROAD AND NEVADA STREET 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 the time, place, and date of public hearing; and

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

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

WHEREAS, a public hearing was held by the 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 I-2 to PAD for multi-family with mid-rise overlay, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Grayhawk Residences at Chandler" and kept on file in the City of Chandler Planning Division, in File No. PLH23-0038, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified, or supplemented by the Chandler City Council.

2. Multiple-family residential shall be permitted at a maximum density of 68 dwelling units per acre.

3. Completion of the construction of all required off-site street improvements, including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements, and street lighting to achieve conformance with City codes, standard details, and design manuals.

4. The landscaping in all open-spaces shall be maintained by the property owner or property owners' association, and shall be maintained at a level consistent with or better than at the time of planting.

5. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.

6. Prior to the time of leasing any units, the developer/operator/property manager shall provide a written disclosure statement, for the signature of each renter, acknowledging that the apartment complex is located adjacent to or nearby existing railroad tracks, industrial property, and industrial businesses that may cause adverse noise, odors, and other externalities. The lease agreement shall include a disclosure statement outlining that the property is adjacent to or nearby existing railroad tracks, industrial property, and industrial businesses, and the disclosure shall state that such uses are legal and should be expected to continue indefinitely. This responsibility for notice rests with the developer/operator/property manager and shall not be construed as an absolute guarantee by the City of Chandler for receiving such notice.

7. Minimum assigned parking spaces for multi-family residential: A minimum of one (1) covered parking space shall be assigned to each efficiency, studio or one-bedroom unit and a minimum of two (2) parking spaces (at least one of which shall be covered) shall be assigned to each two-or-more-bedroom unit. The assigned spaces must be made available for the exclusive use of the tenant leasing the unit and may not be made available for use by other tenants or visitors.

8. Minimum building setbacks shall be as provided below and further detailed in the development booklet:

Property Line	Building Setback
North	10 feet
East	10 feet
South (Frye Road)	10 feet
West (Nevada Street)	12 feet

9. Building heights shall not exceed seventy (70) feet.

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 _____, 2024.

ATTEST:

_____ _____
CITY CLERK MAYOR

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____, 2024.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5076 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2024, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

Published in the Arizona Republic on:

"Exhibit A"

GRAYHAWK RESIDENCES AT CHANDLER
LEGAL DESCRIPTION

NET BOUNDARY DESCRIPTION:
A PORTION OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER , MARICOPA COUNTY, ARIZONA AND MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 34, BEING MARKED BY A BRASS CAP IN HANDHOLE, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 34, BEING MARKED BY A BRASS CAP IN HANDHOLE, BEARS SOUTH 89 DEGREES 44 MINUTES 41 SECONDS WEST, 2639.27 FEET;

THENCE SOUTH 89 DEGREES 44 MINUTES 41 SECONDS WEST, ALONG THE EAST-WEST-MID-SECTION LINE OF SAID SECTION 34, 765.20 FEET;

THENCE DEPARTING SAID EAST-WEST MID-SECTION LINE, NORTH 00 DEGREES 21 MINUTES 45 SECONDS EAST, 33.00 FEET TO A LINE 33.00 FEET NORTH OF AND PARALLEL TO SAID EAST-WEST MID-SECTION LINE AND THE **POINT OF BEGINNING;**

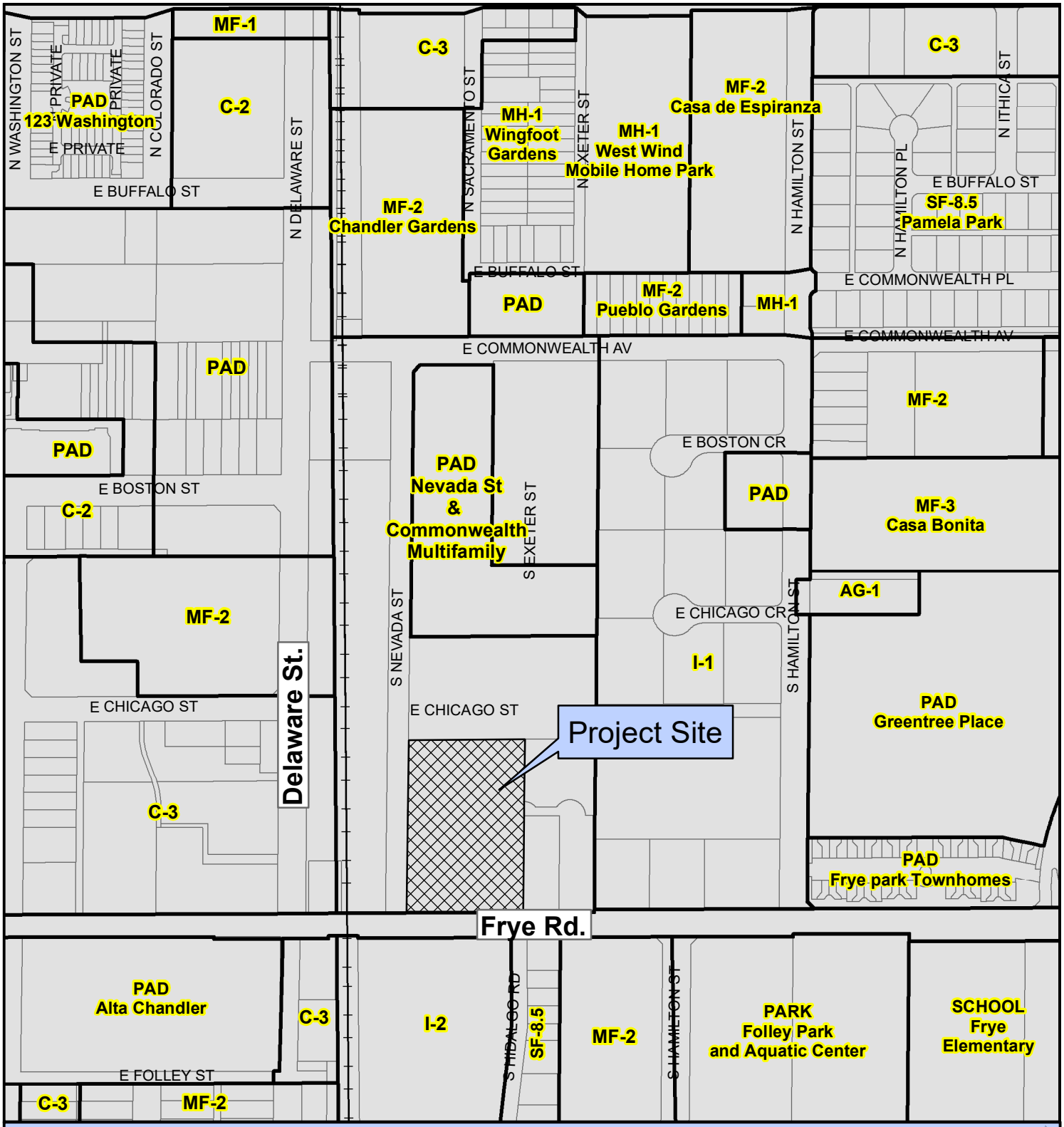
THENCE SOUTH 89 DEGREES 44 MINUTES 41 SECONDS WEST, ALONG SAID PARALLEL LINE, 332.57 FEET TO A LINE 30.00 FEET EAST OF AND PARALLEL TO THE CENTERLINE OF NEVADA STREET;

THENCE DEPARTING SAID PARALLEL LINE, NORTH 00 DEGREES 30 MINUTES 49 SECONDS EAST, ALONG SAID PARALLEL LINE, 490.83 FEET;

THENCE DEPARTING SAID PARALLEL LINE, NORTH 89 DEGREES 44 MINUTES 43 SECONDS EAST, 331.27 FEET;

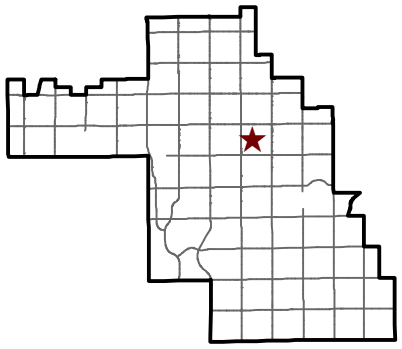
THENCE SOUTH 00 DEGREES 21 MINUTES 45 SECONDS WEST, 490.82 FEET TO SAID **POINT OF BEGINNING.**

SAID PARCEL CONTAINS 162,903 SQUARE FEET OR 3.740 ACRES, MORE OR LESS.



PLH23-0039/PLH23-0038 Grayhawk Residences

Proposed Project Details
Area Plan Amendment/Rezone/PDP/Mid-Rise Overlay
3.74 Acres
253 Units (MF)
67.65 Dwelling units per acre (du/ac)



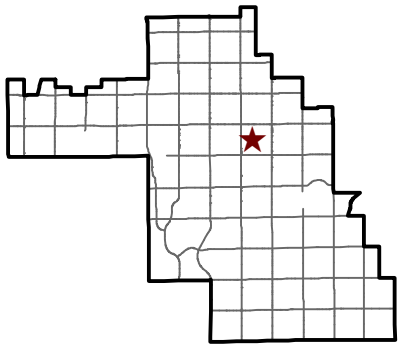
CHANDLER arizona

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



PLH23-0039/PLH23-0038 Grayhawk Residences

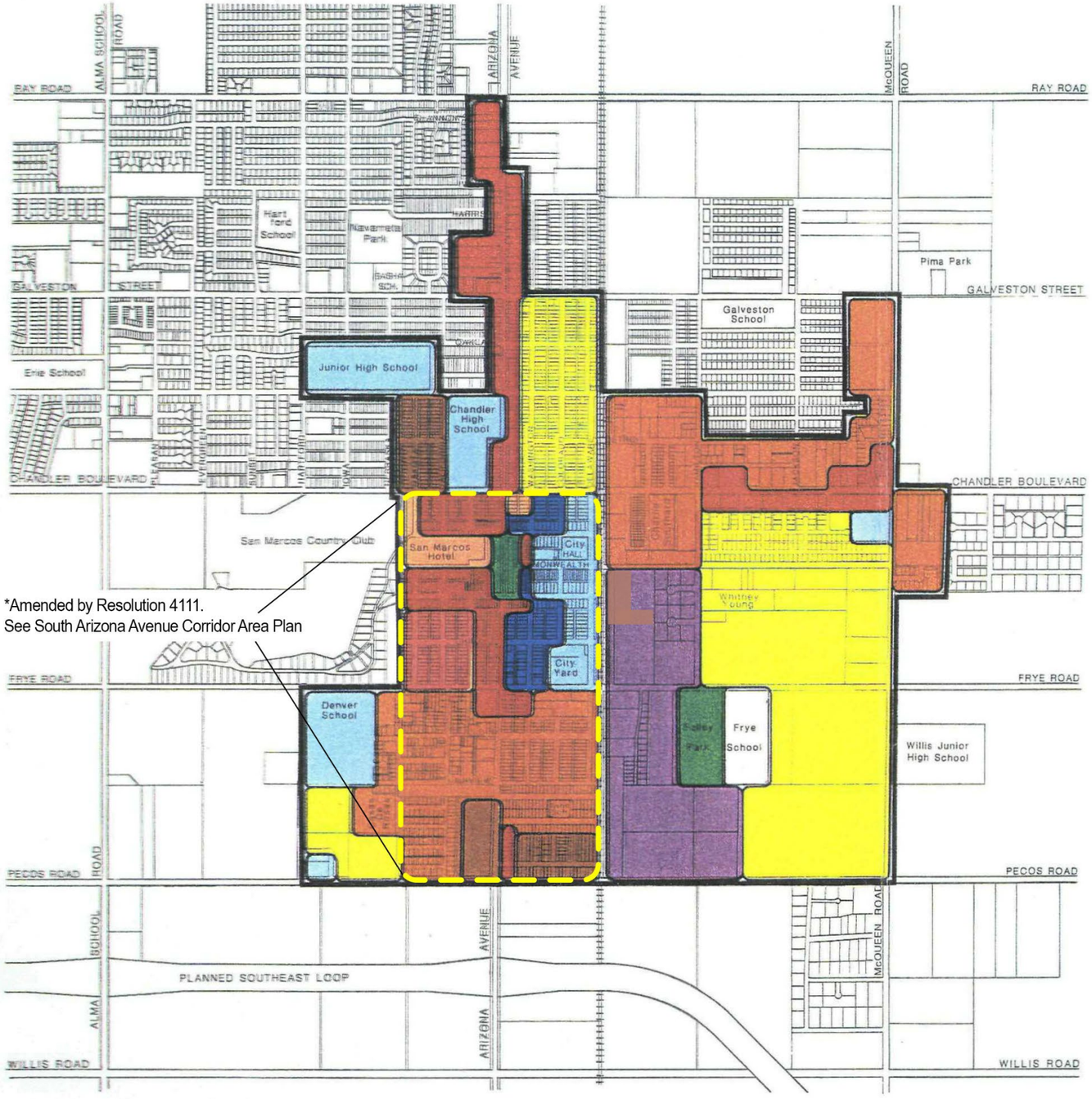
Proposed Project Details
Area Plan Amendment/Rezone/PDP/Mid-Rise Overlay
3.74 Acres
253 Units (MF)
67.65 Dwelling units per acre (du/ac)



CHANDLER arizona

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

EXISTING



*Amended by Resolution 4111.
See South Arizona Avenue Corridor Area Plan

Chandler Area and Redevelopment Plan

City of Chandler, Arizona

- REDEVELOPMENT AREA BOUNDARY
- RESIDENTIAL-LOW DENSITY (0-6 DU/ACRE)
- RESIDENTIAL-MEDIUM DENSITY (6-12 DU/ACRE)
- RESIDENTIAL-HIGH DENSITY (12+ DU/ACRE)
- RESORT/HOTEL
- COMMERCIAL/RESIDENTIAL
- COMMERCIAL RETAIL
- OFFICE
- PUBLIC/INSTITUTIONAL
- BUSINESS PARK/LIGHT INDUSTRIAL
- OPEN SPACE

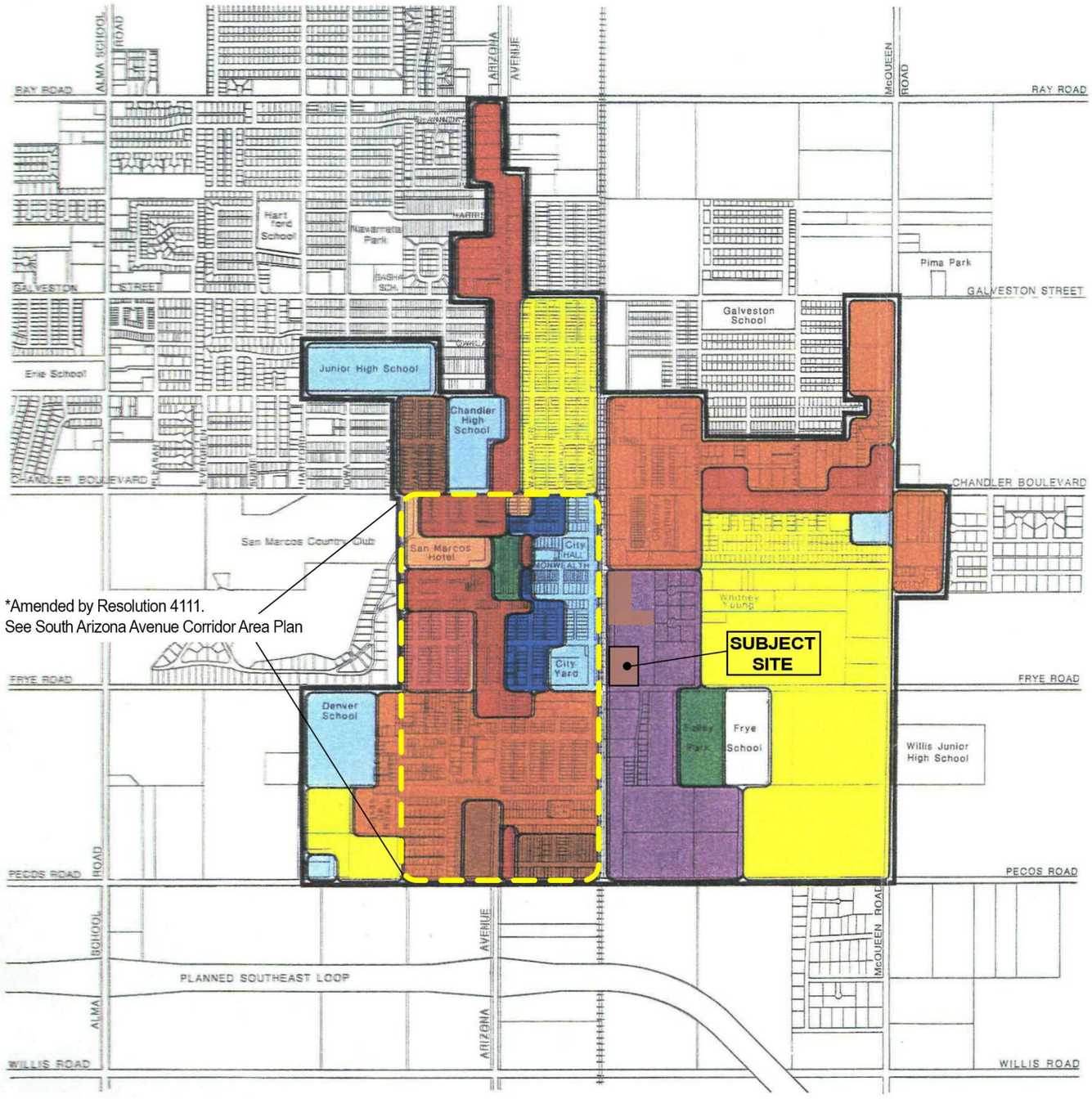
Generalized Land Uses

0 244 488 732 976 meters
0 800 1600 2400 3200 feet

10

BRW, Inc.
Natelson/Levander/Whitney

PROPOSED



*Amended by Resolution 4111.
See South Arizona Avenue Corridor Area Plan

Chandler Area and Redevelopment Plan

City of Chandler, Arizona

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Generalized Land Uses

0 244 488 732 976 meters
0 800 1600 2400 3200 feet

10

BRW, Inc.
Natelson/Levander/Whitney

Grayhawk

GRAYHAWK RESIDENCES AT CHANDLER

250 S. Nevada Street

REZONING, PRELIMINARY DEVELOPMENT PLAN AND AREA PLAN AMENDMENT NARRATIVE



HUELLMANTEL & AFFILIATES

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

SUMMARY

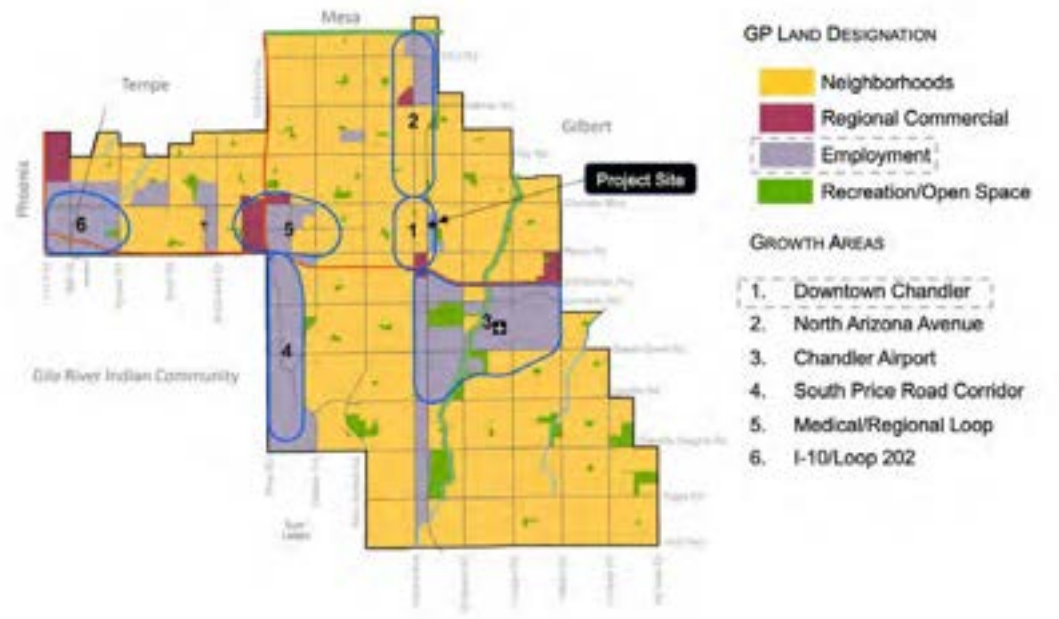
Grayhawk Development, Inc. is proposing a new multi-family residential development on the vacant parcel (APN 303-11-002M) located at the northeast corner of Nevada Street and Frye Road. The site is outlined in yellow below:

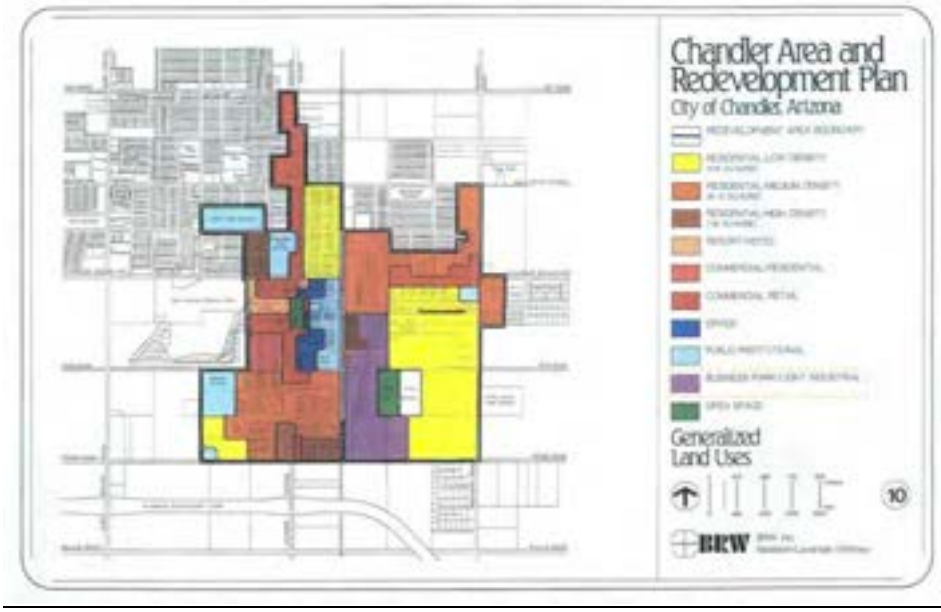


Grayhawk Development, a family-owned company that has been owned and operated in Arizona for decades, is proposing a muti-family building whose core will be a garage screened by four-stories of residential units wrapped around a courtyard, amenity area, fitness center and clubhouse for residents. The building is proposed to feature 253 residential units, each with their own private patio or balcony. The 253 units consists of 36 studios, 117 one-bedroom units, 90 two-bedroom units and 10 three-bedroom units.

In keeping with Chandler's focus on creating a live-work-play mix of uses in the downtown, we have included in our design ground floor walk-up units oriented off Nevada Street and Frye Road to provide dynamic, pedestrian-friendly space with patios ensuring a vibrant street presence. Residents of this project will be able to walk to work, restaurants, parks and other amenities that Downtown Chandler offers.

The long vacant site consists of approximately 3.74 acres and is currently zoned General Industrial District (I-2), with a General Plan 2016 Future Land Use of Employment and is in District 3 of the Chandler Redevelopment Area Plan. This site is also located within Growth Area 1 – Downtown Chandler as shown in the image below:





In order to build the proposed development, we are proposing to rezone the site to Planned Area Development (PAD) with a Mid-Rise Overlay to allow the building height to exceed 45 feet – we are proposing a four-story building that is 46'6" tall and a six-story parking garage that is 52'1" tall. Additionally, we are requesting a Preliminary Development Plan (PDP) and an Area Plan Amendment to Residential – High Density.

PROJECT DESCRIPTION

The proposed development will feature a single four-four-story building which is proposed to include 253 residential units. The building area for the residential portion of the development is 335,564 square feet and the building area for the garage is 134,347 square feet (creating a total building area of 469,911 square feet). The site coverage is projected to be approximately 79% and the landscape coverage is approximately 18%. The building will wrap around and screen a 6-story parking garage.

The building is proposed with a unit mix consisting of 36 studios, 117 one-bedroom units, 90 two-bedroom units, and 10 three-bedroom units. The required parking is 414 parking spaces and Grayhawk Development is providing 416 parking spaces.

The proposed landscape palette along the perimeter of the project consists of Southern Live Oak, Yellow Bird of Paradise, Red Push Pistache and Fruitless Olive. The interior part of the project that includes the amenity areas has a proposed landscape palette of Southern Live Oak, Red Oleander and Fruitless Olive.



The perimeter of the project and the amenity area will have a variety of accents, shrubs and ground covers. Some of the accent plantings will be Blue Elf Aloe, Red Yucca and Tangerine Beauty. The shrubs will consist of Blue Bells, Bells of Fire, Lynn's Legacy Sage and other various shrubs.



The building materials include stucco finishes in Dunn Edwards “Coconut Grove” and “Chaparral”. There will be brick veneer in McNear “Tangiers” and Belden “Royalty Red” and “Durango”. Shown below is the west building elevation and material sample board:

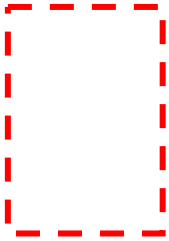






REZONING/PRELIMINARY DEVELOPMENT PLAN

Grayhawk Development is requesting to rezone the long vacant site from I-2 to PAD to allow for the construction of a four-story multi-family development with 253 units on approximately 3.74 acres (60.88 dwelling units per acre).



This site is a part of Chandler's walkable downtown, and we aim to expand upon the surrounding architecture, design and pedestrian nature of the Downtown District. The current industrial use conflicts with the upscale, walkable vision of Chandler. This project is located within the Downtown Chandler Growth Area and this project adds necessary residents in close proximity to the Downtown.

Each of the 253 residential unit is proposed to have its own private patio or balcony. In keeping with Chandler's vision for the downtown area and a mix of live-work-play mix uses, we have included ground floor walk-up units oriented off Nevada Street and Frye Road to provide dynamic, pedestrian-friendly space and resident patios ensuring a vibrant street presence.

The proposed project has been designed to feature first class amenities including a resort style pool, spa, covered outdoor grilling area, fitness center, resident clubhouse and a dog grooming facility. We are proposing to meet and exceed the code requirement and provide

416 parking spaces in a parking garage that is screened by residential units with the main entrance off Nevada Street. Visitor parking is provided on the ground floor of the parking garage near the leasing center.

The proposed landscape palette along the perimeter of the project consists of Southern Live Oak, Yellow Bird of Paradise, Red Push Pistache and Fruitless Olive. The interior part of the project that includes the amenity areas has a proposed landscape palette of Southern Live Oak, Red Push Pistache, Red Oleander, and Fruitless Olive:



The perimeter of the project and the amenity area will have a variety of accents, shrubs and ground covers. Some of the accent plantings will be Blue Elf Aloe, Red Yucca and Tangerine Beauty. The shrubs will consist of Blue Bells, Bells of Fire, Lynn's Legacy Sage and other various shrubs.



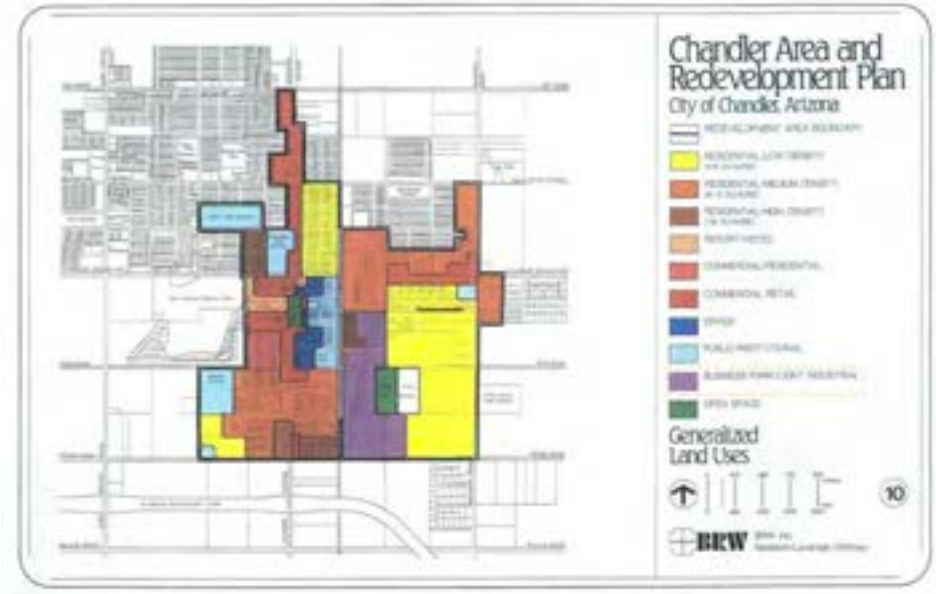
The proposed project compliments the surrounding neighborhood and an provides an economically critical component to continued employment, population growth, and diversity of development in Chandler. Residents of this project will be able to walk to work, restaurants, parks and other amenities that the Downtown has to offer. Per the General Plan, the site is located within the Downtown Chandler Growth Area and transforming a vacant parcel into a quality multi-family residential development will help to activate the area and add more residents to the Downtown .

Chandler's 2016 General Plan has this site within the Growth Area 1 – Downtown Chandler which supports residential at this location. Per page 28 of the General Plan, "[n]eighborhood revitalization continues to occur in surrounding areas while new, high-density housing – which is critical to Downtown viability – is developing, creating a vibrant live, work, and play atmosphere." The proposed development will add additional housing which is critical to the Downtown viability.

An approximately 200 residential unit apartment community is currently under construction north of the site on the southeast corner of Nevada and Commonwealth. A short block west which includes a number of dining and entertainment options for residents, visitors, employees, etc. Southeast of the subject site is the Folley Memorial Park, which will provide additional recreation opportunities for residents. We believe that all these surrounding uses are in concert with our requests.

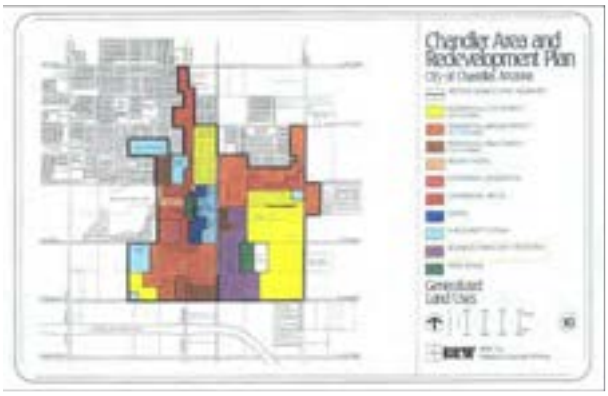
Our rezoning request includes the Mid-Rise Overlay to allow the building height to exceed 45 feet. The Mid-Rise Development Policy provides "Locations Eligible for Consideration" and one of the locations that is eligible is the Chandler Area and Redevelopment Plan. Our

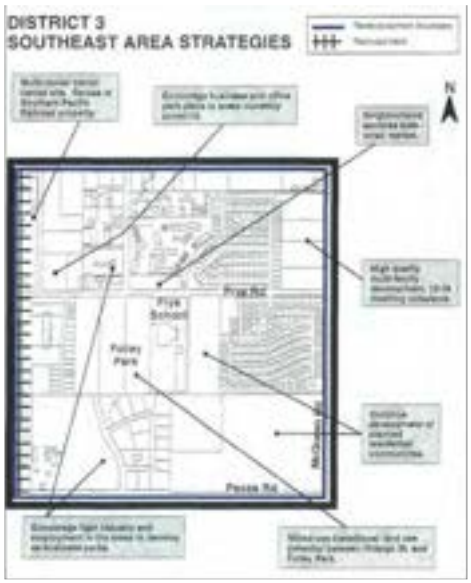
project is located in the Chandler Area and Redevelopment Plan (as shown below) and is therefore eligible for consideration for a Mid-Rise Overlay:



AREA PLAN

In addition to the Rezoning and Preliminary Development Plan requests, Grayhawk Development is requesting an Area Plan Amendment to allow for a high-quality multi-family development. The vacant site is located within District 3 of the Chandler Redevelopment Area Plan with a Generalized Land Use of Business Park/Light Industrial. The site is highlighted in orange below:





We are proposing to build a 253 unit multi-family residential development on approximately 3.74 acres (60.88 dwelling units per acre). The site is currently vacant and appears to have been that way since at least the 1940s.

The Area Plan points specifically to our site and states "[e]ncourage business and office park plans in areas currently zoned I-2." When the Chandler Redevelopment Area Plan was created in 1995, business and office parks may have been appropriate. However, in the last 27 years, Chandler has changed and grown. This site is now located approximately a half mile from downtown, less than 1,000 feet from Folley Park and is situated in the middle of single- and multi-family developments.

While this site may have once been an ideal location for industrial uses, that is no longer the case. Today, the allowed industrial use limits the growth of the downtown. This site is a perfect location for a high-quality multi-family development. The single stated goal of District 3 is to "[d]evelop the Southeast District as a mixed-use community of high quality, compatible industry and planned residential neighborhoods." The proposed project is compatible with the goal District 3 by providing a high-quality multi-family development in the area with appropriate amenities that contribute to the quality of the project. The Options in District 3 state that "[c]learly, the primary direction for this district should be to continue the development of the residential areas and promote the development of new employers within the established industrial areas to achieve a jobs/housing balance near the downtown." This project will further the Options by continuing the development of residential areas and will also help achieve the job/housing balance in the downtown by providing additional (and much needed housing) to the downtown and surrounding areas.

In addition to being in District 3 of the Chandler Redevelopment Area Plan, this site is also located within Growth Area 1 – Downtown Chandler as described in Chandler's 2016 General Plan (as shown in the image below), which further supports the development of residential uses at this location. The General Plan states "[n]eighborhood revitalization continues to occur in surrounding areas while new, high-density housing – which is critical to Downtown viability – is developing, creating a vibrant live, work, and play atmosphere." Grayhawk Development is proposing to add a new multifamily residential building just a few blocks from Downtown Chandler where the General Plan makes clear that high-density housing is necessary.



The proposed development is intended to be a catalyst for the Downtown Chandler area and an example of efficient, high-quality project on targeted sites near downtown, walkable and mixed-use environments. Downtown Chandler has become the center of new development activity for office, retail, and residential highlighting the growing demand for walkable, pedestrian friendly environments that allow residents to live, work, play and dine near Downtown.

The proposed land use is compatible with the surrounding area. This site is in close proximity to downtown, Folley Park, A.J. Chandler Park along with the City's recent investment in the downtown streetscape and a number of newly built and approved residential developments. A high-quality multi-family development that provides additional housing in the area for current and future residents is compatible with all other surrounding uses. An industrial development is no longer compatible with the downtown, schools, parks and other residential developments that surround this vacant site.

We believe that this site would benefit from a high-quality multi-family development, rather than a business park, and therefore we are believe that an Area Plan Amendment from Business Park to Residential – High Density on this site is appropriate.

HOUSING IMPACT STATEMENT

A recently enacted state statute requires the following answers to be addressed for any zoning ordinance change.

A general estimate of the probable impact on the average cost to construct housing for sale or rent within the zoning districts to which the zoning ordinance or text amendment applies.

Guardian's proposed 253-unit community will not impact the cost to construct other for sale/rental housing within the zoning district as it is relatively small when taken in the larger multi-family construction context. There are 50,000 apartment units under construction today and, historically, 15,000 under construction in any given year. This 253-unit project, on its own, is negligible to this equation and will not impact the average cost to construct housing for sale or rent within the proposed PAD zoning district.

A description of any data or reference material on which the proposed zoning ordinance or text amendment is based.

This request is to rezone one parcel from I-2 to PAD in order to build a multi-family development. The City code does not allow residential in the I-2 zoning district, except when essential to the primary use, and therefore the only way to build the proposed multi-family development is to rezone the parcel. Because the proposed requests are required, by the code, to build the proposed development there is no data or reference material on which the proposed zoning ordinance is based.

A description of any less costly or less restrictive alternative methods of achieving the purpose of the proposed zoning ordinance or text amendment.

While Guardian is certainly interested in less costly or less restrictive alternative methods of achieving the rezoning, preliminary development plan and area plan amendments, we are not aware of any alternative methods that would allow multi-family housing as proposed in this area. Guardian has proposed the zoning ordinance modifications necessary to achieve the development envisioned in the most cost-effective manner possible.

12/13/2023 3:16:23 PM

GRAYHAWK RESIDENCES AT CHANDLER

250 S. NEVADA STREET
CHANDLER, AZ 85225

Office of Rich Barber Architecture, LLC
ORB
WorldHQ@ORBArch.com

PRELIMINARY NOT FOR CONSTRUCTION

REGISTERED ARCHITECT
15113
Rich Barber
ARIZONA U.S.A.
Expires 3/31/2026

Grayhawk Development

OWNER:
GRAYHAWK DEVELOPMENT
7377 E. DOUBLETREE RANCH RD. SUITE 100
SCOTTSDALE, ARIZONA, 85258
TEL: 480.998.2661
CONTACT: TAYLOR TRYHUS
RILEY BAEHR

DEVELOPMENT CONSULTANT:
THE GUARDIAN COMPANIES
7377 E. DOUBLETREE RANCH RD. SUITE 100
SCOTTSDALE, ARIZONA, 85258
TEL: 480.204.3939
CONTACT: CHRIS BROZINA

ARCHITECT:
ORB ARCHITECTURE
2044 NORTH 44TH STREET, SUITE 101
PHOENIX, ARIZONA, 85018
TEL: 602.957.4530
FAX: 480.717.4038
CONTACT: RICH BARBER

CIVIL:
HUBBARD ENGINEERING
1201 S. ALMA SCHOOL RD, SUITE 12000
MESA, ARIZONA, 85210
TEL: 480.398.3826
CONTACT: GREG BROWN

LANDSCAPE:
COLLABORATIVE V
7116 E. 1ST AVE. SUITE 103
SCOTTSDALE, ARIZONA, 85251
TEL: 480.347.0590
CONTACT: PAUL VECCHIA
SCOTT HEFFERNAN

LAND USE ATTORNEY:
HUELLMANTEL & ASSOCIATES
605 S. ASH AVENUE
TEMPE, ARIZONA, 85281
TEL: 480.921.2800
CONTACT: CHARLES HUELLMANTEL

ZONING: I-2
USE: VACANT LOT

ZONING: I-2
USE: CEMENT TERMINAL

ZONING: I-2
USE: LEACH PAINTING

ZONING: I-2
USE: OLDCASTLE PRECAST

ZONING: SF-8.5
USE: RESIDENTIAL

CEMEX Chandler Cement Terminal

Foster Electric Motor Services

Crawford's Auto Repair

S Delaware St

S Nevada St

S. NEVADA STREET

S Hidalgo Rd

PRIVATE DRIVE

E Frye Rd

E. FRYE ROAD

6 LEVELS OF PARKING STRUCTURE

FITNESS

POOL

PAVILION

SPA

REC

MAILROOM

LOBBY

LEASING

GARAGE ENTRY

RENTABLE STORAGES

REMOVABLE FIRE LANE SIGN

FIRE LANE

FIRE TRUCK TURNING RADIUS

REFUSE TRUCK

HATCHED AREA INDICATES EXISTING INGRESS AND EGRESS PRIVATE ROAD EASEMENT (DOC. 92-0149671 M.C.R & DOC. 93-0895868 M.C.R.) EASEMENT TO BE UTILIZED FOR EMERGENCY VEHICLE ACCESS

EXIST. P.P TO BE REMOVED

S0°44'41"W 332.57

N89°44'41"E 2639.27

396.54

Google

SITE PLAN - OVERLAY

SCALE: 1" = 30'-0"

REZONING / PDP SUBMITTAL

DATE: DECEMBER 14, 2023 ORB #: 23-201

A1.09

OVERLAY SITE PLAN

Autodesk Docs://23-201 GH Grayhawk Chandler/23-201 GH Grayhawk Chandler.rvt

LEGAL DESCRIPTION

NET BOUNDARY DESCRIPTION:
A PORTION OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER , MARICOPA COUNTY, ARIZONA AND MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 34, BEING MARKED BY A BRASS CAP IN HANDHOLE, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 34, BEING MARKED BY A BRASS CAP IN HANDHOLE, BEARS SOUTH 89 DEGREES 44 MINUTES 41 SECONDS WEST, 2639.27 FEET;

THENCE SOUTH 89 DEGREES 44 MINUTES 41 SECONDS WEST, ALONG THE EAST-WEST-MID-SECTION LINE OF SAID SECTION 34, 765.20 FEET;

THENCE DEPARTING SAID EAST-WEST MID-SECTION LINE, NORTH 00 DEGREES 21 MINUTES 45 SECONDS EAST, 33.00 FEET TO A LINE 33.00 FEET NORTH OF AND PARALLEL TO SAID EAST-WEST MID-SECTION LINE AND THE **POINT OF BEGINNING;**

THENCE SOUTH 89 DEGREES 44 MINUTES 41 SECONDS WEST, ALONG SAID PARALLEL LINE, 332.57 FEET TO A LINE 30.00 FEET EAST OF AND PARALLEL TO THE CENTERLINE OF NEVADA STREET;

THENCE DEPARTING SAID PARALLEL LINE, NORTH 00 DEGREES 30 MINUTES 49 SECONDS EAST, ALONG SAID PARALLEL LINE, 490.83 FEET;

THENCE DEPARTING SAID PARALLEL LINE, NORTH 89 DEGREES 44 MINUTES 43 SECONDS EAST, 331.27 FEET;

THENCE SOUTH 00 DEGREES 21 MINUTES 45 SECONDS WEST, 490.82 FEET TO SAID **POINT OF BEGINNING.**

SAID PARCEL CONTAINS 162,903 SQUARE FEET OR 3.740 ACRES, MORE OR LESS.

SOLID WASTE NARRATIVE

TRASH CHUTE PROVIDED AT THE GARAGE SOUTHEAST CORNER. CHUTE SERVES LEVELS L2 TO L4. AT LEVEL L1, A TRASH HOLDING ROOM WAS PROVIDED. TRASH WILL BE COLLECTED IN THE TERMINATION ROOM AND HOLDING ROOM. MANAGEMENT STAFF WILL MOVE TRASH BINS OUT FOR REFUSE TRUCK PICK-UP TWICE PER WEEK.

SOLID WASTE CALCULATIONS

REFUSE CALCULATIONS:
265 D.U. x .5 C.Y. = 132.5 C.Y. PER WEEK
TWICE PER WEEK 132.5 C.Y./2 = 67 C.Y.

PROVIDED: VERTICAL COMPACTOR 74 C.Y.

SITE LEGEND

- DENOTES PROPERTY LINE
- DENOTES ACCESSIBLE PARKING
- FIRE HYDRANT
- DENOTES ACCESSIBLE ROUTE
- DENOTES FIRE DEPARTMENT CONNECTION
- XX / XX — TYPICAL PARKING SPACE / ACCESSIBLE PARKING SPACE

*REFUSE / FIRE TRUCK TURNING RADIUS
16 FT INSIDE
42 FT EXTERIOR

RT - 42'-0"

*Per Section 4.6.3 of the City of Chandler Engineering & Design Standards Manual.
Refer to City of Chandler Fire Department Detail FD141 for Fire Apparatus Roadways and Turnarounds additional information.

KEYNOTES

1001 9'x19' TYPICAL PARKING STALL PER CITY OF CHANDLER ORDINANCE
1003 VAN ACCESSIBLE PARKING STALL
1008 LOADING AREA
1011 BICYCLE PARKING
1014 8'x22' PARALLEL PARKING STALLPER CITY OF CHANDLER ORDINANCE
1016 30'x30' SITE VISIBILITY TRIANGLE AREA.
1024 MAIN BUILDING ENTRY.
1026 LINE OF SIGHT VISIBILITY EASEMENT. SEE CIVIL.
1027 26' MIN. WIDTH UNOBSTRUCTED FIRE LANE WITH 15' CLEAR OVERHED HEIGHT PER CITY OF CHANDLER DTL. 141.
1030 10'x20' VISIBILITY TRIANGLE.
1111 SIGHT VISIBILITY TRIANGLE
1127 LINE OF BUILDING ABOVE
1303 TRASH BINS
1310 FIRE TRUCK TURNING RADIUS
1311 EXISTING FIRE HYDRANT
1315 5' WIDE SITE GATE - PROVIDE KNOX BOX FOR FIRE DEPARMENT ACCESS. COORDINATE EXACT LOCATIONS WITH F.D.
1316 PROPOSED FIRE HYDRANT
1402 EXISTING STREET POLE MOUNTED LIGHT TO BE REMOVED

ACCESSIBILITY NOTES

1. CONTRACTOR SHALL OBTAIN A COPY OF THE FAIR HOUSING ACT DESIGN MANUAL AND ICC/A N.S.I. A117.1-2009 FOR ON SITE REFERENCE.
2. ALL SIDEWALKS PART OF THE ACCESSIBLE ROUTE SHALL BE ACCESSIBLE PER A.N.S.I. SECTION CHAPTER 4. THE RUNNING SLOPE OF WALKING SURFACES SHALL NOT BE STEEPER THAN 1:20 (5%). THE CROSS SLOPE OF A WALKING SURFACE SHALL NOT BE STEEPER THAN 1:48 (2%). THE CLEAR WIDTH OF ALL SIDEWALKS SHALL BE NO LESS THAN 36". COORDINATE ALL GRADES TO COMPLY WITH SLOPE AND CROSS SLOPE REQUIREMENTS.
3. ALL GROUND FLOOR UNITS TO BE ANSI TYPE 'B' UNITS U.N.O.
4. ANSI TYPE 'A' UNITS PROVIDED PER PLANS. SEE A2 SHEET SERIES.

UNIT MIX

ALL UNITS SHALL BE OF AT LEAST ANSI TYPE 'B' ACCESSIBILITY STANDARDS 2% OF UNITS TO BE ANSI TYPE 'A' ACCESSIBILITY

UNIT TYPE	# OF UNITS	PERCENT
STUDIO	36	14%
1 BEDROOM	117	46%
2 BEDROOM	90	36%
3 BEDROOM	10	4%
TOTAL	253	100%

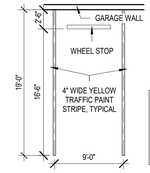
UNIT NAME	BED/BATH	# OF UNITS
STUDIO		
UNIT S1	0/1	28
UNIT S1m1	0/1	8
		36
1 BEDROOM		
UNIT A1	1/1	48
UNIT A1m1	1/1	24
UNIT A2	1/1	32
UNIT A3	1/1	12
UNIT A4	1/1	1
		117
2 BEDROOM		
UNIT B1	2/2	8
UNIT B2	2/2	58
UNIT B2m1	2/2	4
UNIT B2m2	2/2	12
UNIT B2m3	2/2	1
UNIT B3	2/2	4
UNIT B4	2/2	3
		90
3 BEDROOM		
UNIT C1	3/2	10
		10
TOTAL		253

UNIT AREAS

UNIT NAME	COMMONS	UTILITY
CLUBHOUSE	0 SF	1,768 SF
ELEVATOR	0 SF	173 SF
FITNESS	0 SF	4,544 SF
LEASING	5,468 SF	0 SF
RECREATION	0 SF	1,260 SF
STAIR	0 SF	999 SF
	5,468 SF	8,745 SF

TYPICAL PARKING DETAIL

PER CITY OF CHANDLER



STANDARD GARAGE PARKING SPACE
9'X19'

PARALLEL STREET PARKING STALL
8' X 22'

DEVELOPMENT DATA

PROJECT DESCRIPTION:

GRAYHAWK INTENDS TO DEVELOP THE "GRAYHAWK RESIDENCES AT CHANDLER" AN EXCEPTIONAL MULTI-FAMILY RESIDENTIAL APARTMENTS (FOR RENT) ON THE NORTHEAST CORNER OF E. FRYE ROAD & SOUTH NEVADA STREET.

ZONING:

CURRENT: I-2
PROPOSED: PAD

CONSTRUCTION TYPE:

RESIDENTIAL : VA
GARAGE : IB

BUILDING HEIGHT:

ALLOWED: PER I-2: 30'-0"
PROPOSED: NEW RESIDENTIAL 46'-6" (4-STORY)
PROPOSED: NEW PARKING GARAGE 52'-1" (5-STORY)
PROPOSED: HIGHEST POINT 60'-1" (PARKING GARAGE SHAFT)

DENSITY:

ALLOWED: N/A
PROPOSED: 60.88 UNITS PER G.A.

LOT COVERAGE:

ALLOWED: PER I-2: 55%
AREA PROVIDED: 129,365 SQ. FT.
SITE NET AREA: 162,907 SQ. FT.
PERCENT PROVIDED: 79.41%

FIRE SPRINKLER:

TO BE PROVIDED PER APPLICABLE CODES

ADDRESS:

NE CORNER OF E. FRYE ROAD & SOUTH NEVADA STREET

APN:

APN: 303-11-002M

SETBACKS:

	MIN. REQUIRED (PAD)	PROVIDED
E. FRYE ROAD (SOUTH)	10'	10'
S. NEVADA STREET (WEST)	12' (PER CITY)	12'
SIDE (EAST)	10'	29'-6"
REAR (NORTH)	10'	10'

SITE DATA

SITE AREA:

TOTAL GROSS AREA: +/- 4.353 ACRES / 189,610 S.F.
TOTAL NET AREA: +/- 3.740 ACRES / 162,907 S.F.

TOTAL SQUARE FOOTAGE PER BUILDING

BUILDING AREA	
LEVEL L1	82,533 SF
LEVEL L2	84,161 SF
LEVEL L3	84,419 SF
LEVEL L4	84,450 SF
TOTAL	335,564 SF

GARAGE BUILDING AREA		
LEVEL L1	25,780 SF	GARAGE AREA
LEVEL L2	25,780 SF	GARAGE AREA
LEVEL L3	25,780 SF	GARAGE AREA
LEVEL L4	25,780 SF	GARAGE AREA
G 5.5	25,780 SF	GARAGE AREA
G6	5,446 SF	GARAGE AREA
TOTAL	134,347 SF	

VEHICLE PARKING ANALYSIS

UNIT TYPE	# OF UNITS	PARKING UNIT RATIO	TABLE 35.1804 REQUIRED PARKING
STUDIO	36	1	36
1 BEDROOM	117	1.5	175.5
2 BEDROOM	90	2	180
3 BEDROOM	10	2.25	22.5
TOTAL	253		414

PARKING PROVIDED	
	4
GARAGE L1	44
GARAGE L1.5	38
GARAGE L2	37
GARAGE L2.5	39
GARAGE L3	38
GARAGE L3.5	52
GARAGE L4	42
GARAGE L4.5	26
GARAGE L5	37
GARAGE L5.5	39
GARAGE L6	13
OFF STREET	11
TOTAL PROVIDED	420

ACCESSIBLE PARKING:

REQUIRED: (2% OF PARKING PROVIDED): 416 x .02 = 9
PROPOSED: 10 SPACES

VAN ACCESSIBLE
REQUIRED: (1 PER EACH 6 ACCESSIBLE PS.) = 2 P.S.
PROVIDED: GARAGE (10 VAN) 10 P.S.
OFF-STREET (1 VAN) 1 P.S.
TOTAL PROVIDED: 11 P.S.

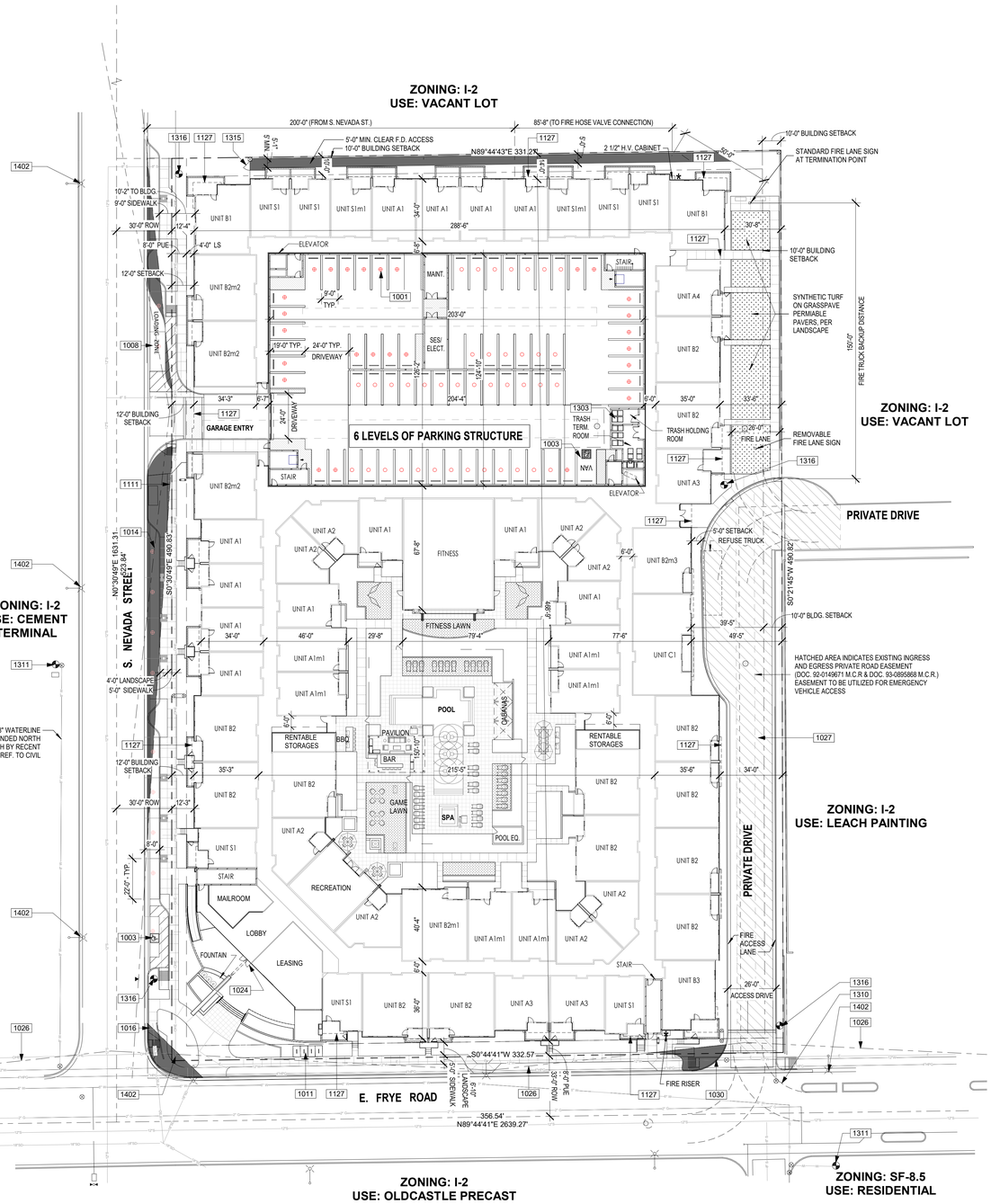
COVERED PARKING SPACES
REQUIRED: (1 PER UNIT) = 1 x 253
PROVIDED: 327 COVERED PARKING SPACES

COVERED PARKING SPACES ARE LOCATED AT THE GARAGE AT LEVELS L1 TO L5.
SEE A3.0X SERIES FOR GARAGE PLANS.

BICYCLE PARKING ANALISYS

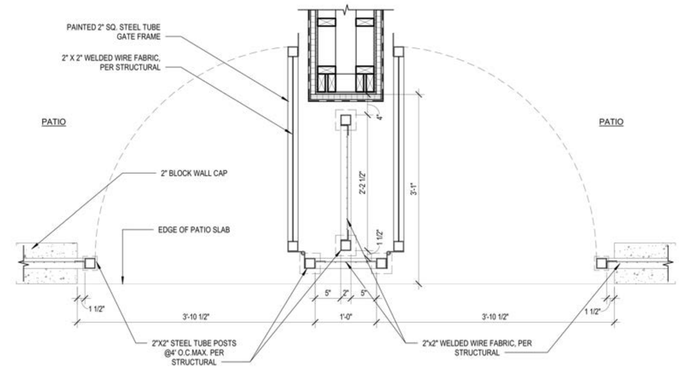
BIKE PARKING PROVIDED

BYCICLE PARKING PROVIDED
PROVIDED: 4 DOUBLE BIKE RACKS= 8BIKE SPACES



SITE PLAN - PRELIMINARY

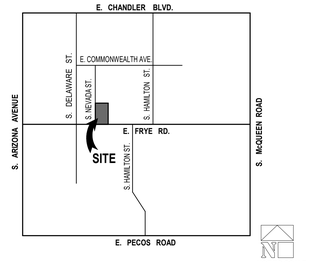
SCALE: 1" = 30'-0"



TYPICAL GUARDRAIL POST AT EXTERIOR WALL

SCALE: 1" = 1'-0"

VICINITY MAP



NOT TO SCALE

KIVA NUMBER: 17-3832
SDEV NUMBER: 1700784
FACT NUMBER: 2201512
Q/S NUMBER: Q9-28

GRAYHAWK RESIDENCES AT CHANDLER

250 S. NEVADA STREET
CHANDLER, AZ 85225

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ORB
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PRELIMINARY NOT FOR CONSTRUCTION
Rich Barber 15113
Expires 3/31/2026

Grayhawk Development

OWNER:
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7377 E. DOUBLETREE RANCH RD. SUITE 100
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LANDSCAPE:
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TEL: 480.921.2800
CONTACT: CHARLES HUELLMANTEL

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DATE: DECEMBER 14, 2023 ORB #: 23-201

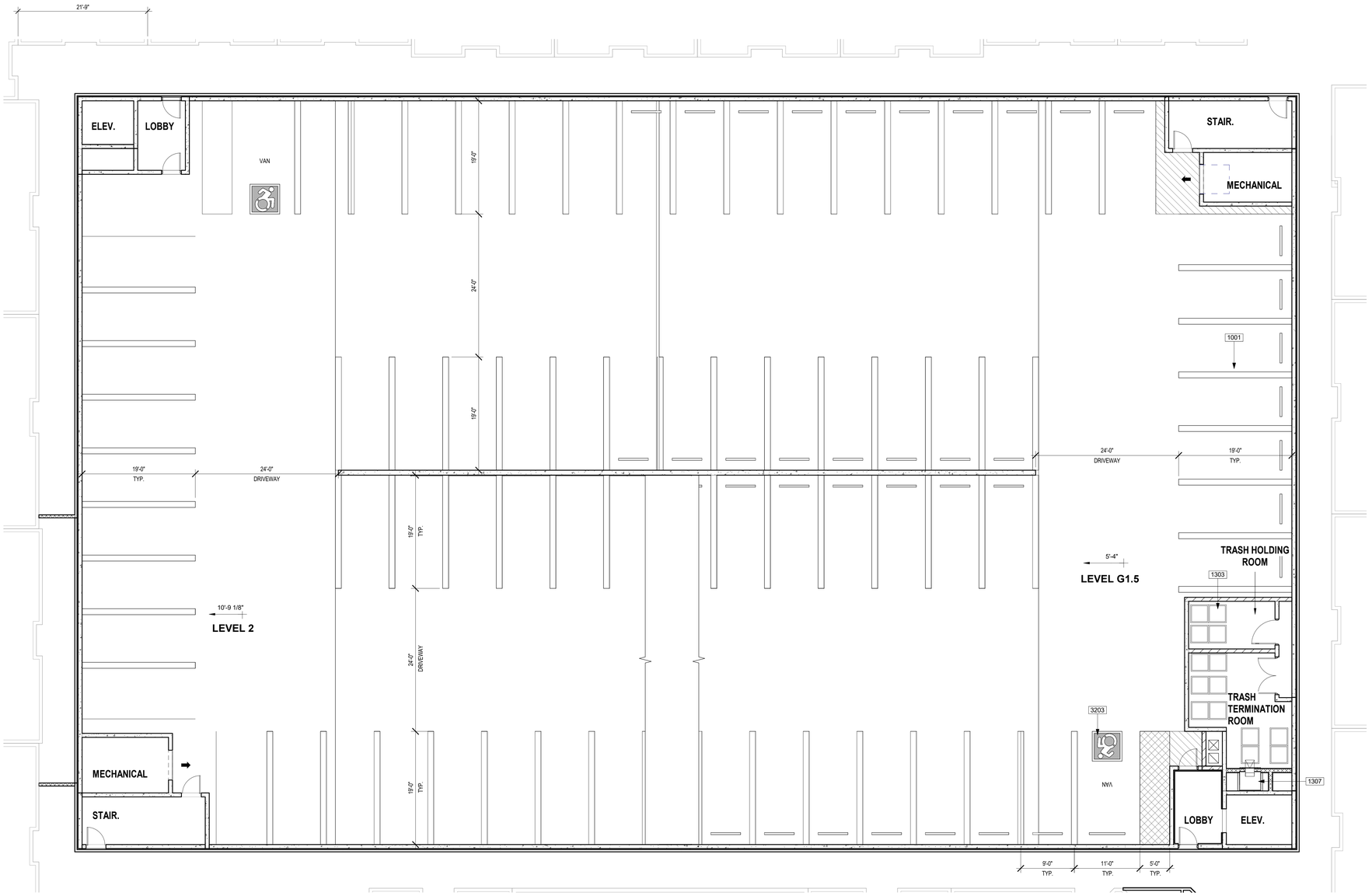
A1.10
SITE PLAN PRELIMINARY

12/13/2023 1:18:56 PM
Autodesk Docs://23-201 GH Grayhawk Chandler/23-201 GH Grayhawk Chandler.rvt

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KEYNOTES

1001	9'x19' TYPICAL PARKING STALL PER CITY OF CHANDLER ORDINANCE
1303	TRASH BINS
1307	COMPACTOR EQUIPMENT
3203	



1 GARAGE - PRELIMINARY LVL 1.5

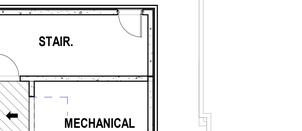
SCALE: 1/8" = 1'-0"

GRAYHAWK RESIDENCES AT CHANDLER

250 S. NEVADA STREET
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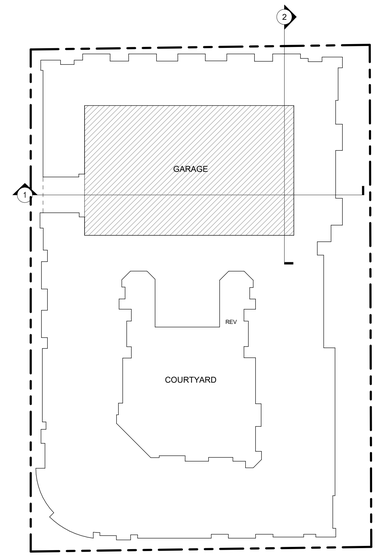
DEVELOPMENT CONSULTANT:
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BUILDING KEY PLAN

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A3.01

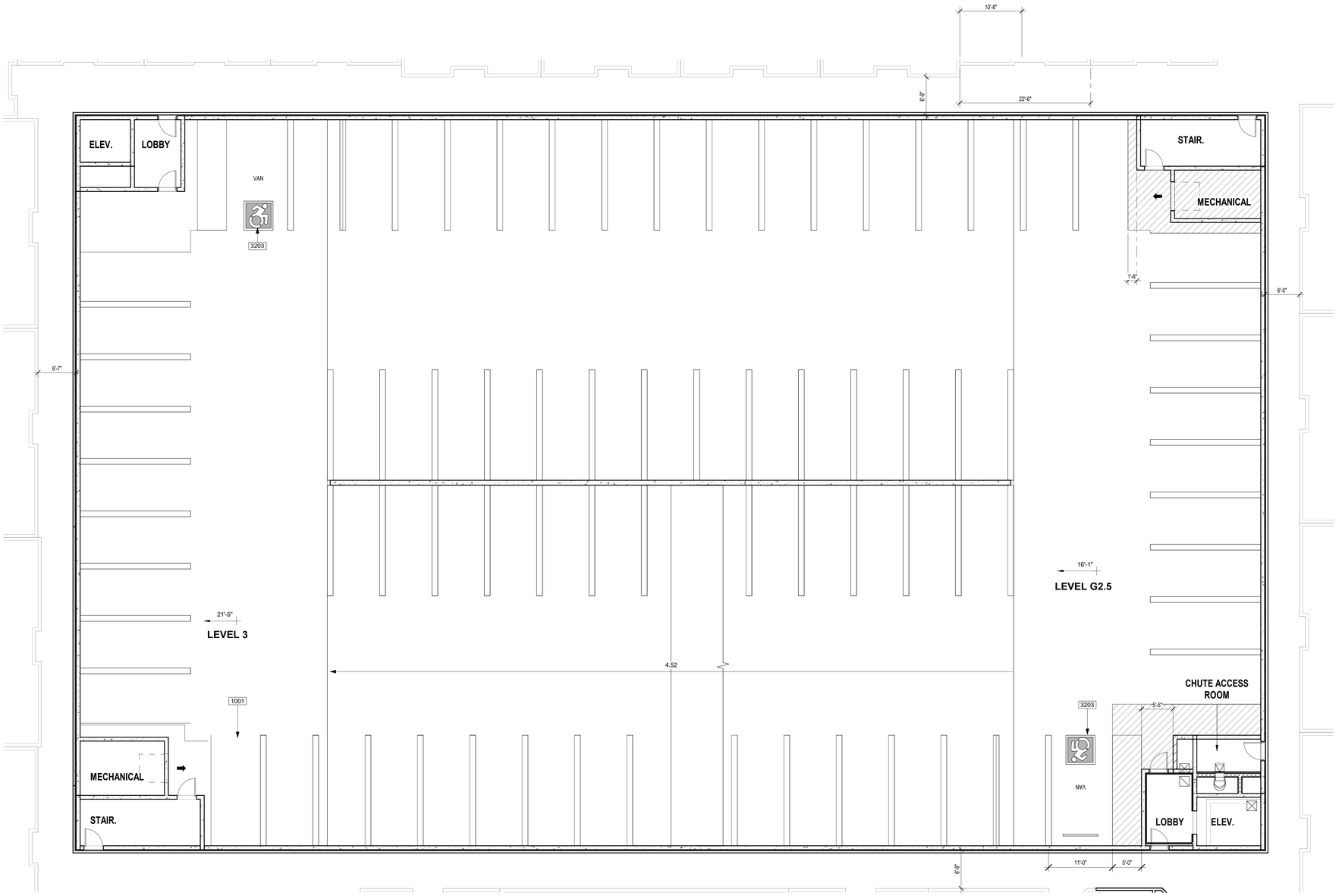
GARAGE PLAN LEVEL L1.5

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KEYNOTES

1001	9'x19' TYPICAL PARKING STALL PER CITY OF CHANDLER ORDINANCE
3203	



1 GARAGE - PRELIMINARY LVL 2.5

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

GRAYHAWK RESIDENCES AT CHANDLER

250 S. NEVADA STREET
CHANDLER, AZ 85225

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PRELIMINARY NOT FOR CONSTRUCTION

REGISTERED ARCHITECT 15113 Rich Barber Expires 3/31/2026

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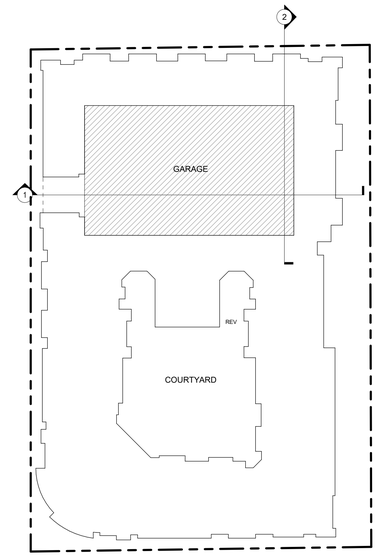
DEVELOPMENT CONSULTANT:
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BUILDING KEY PLAN

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A3.02

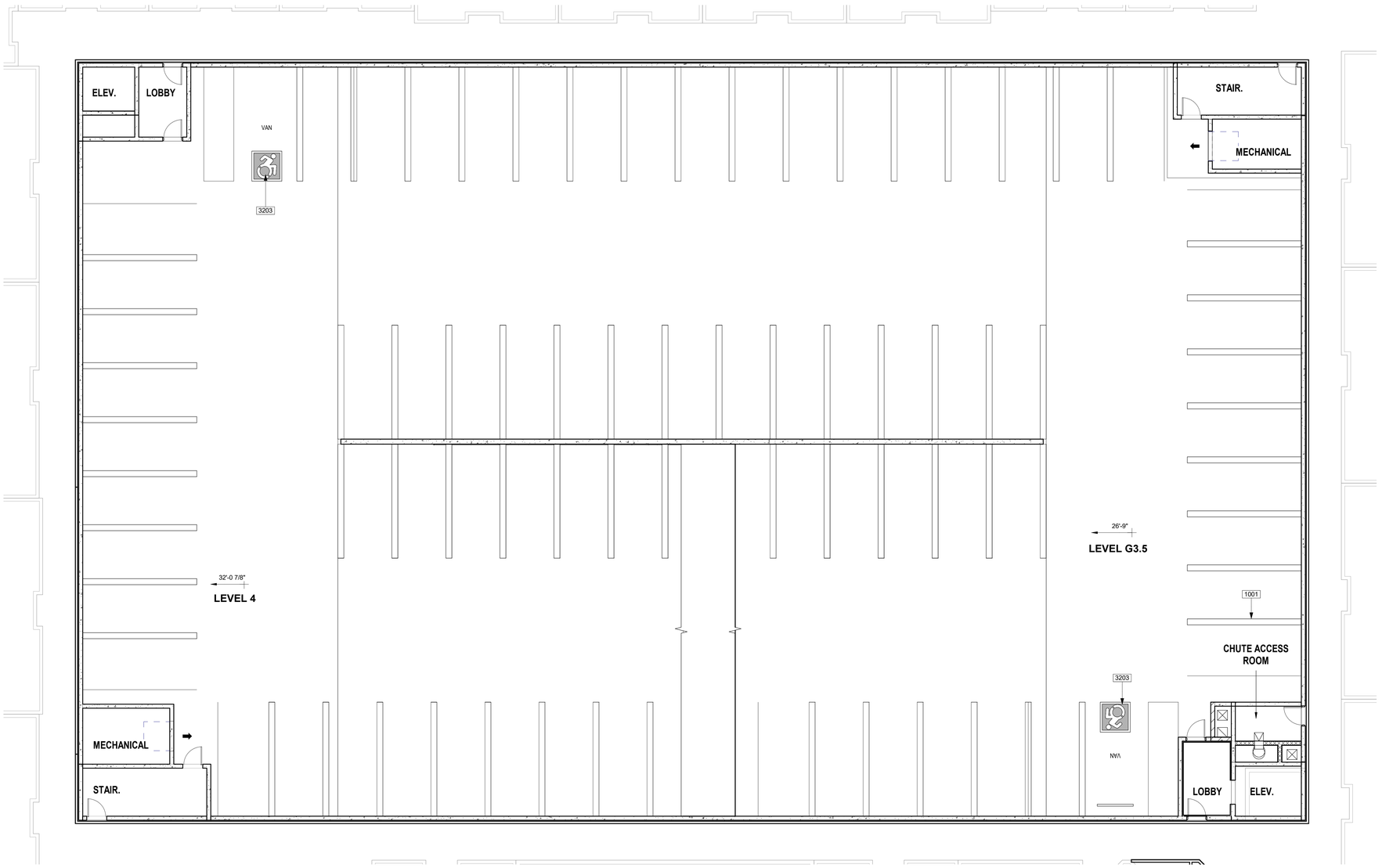
GARAGE PLAN LEVEL L2.5

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KEYNOTES

1001	9'x19' TYPICAL PARKING STALL PER CITY OF CHANDLER ORDINANCE
3203	



1 GARAGE - PRELIMINARY LVL 3.5

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

GRAYHAWK RESIDENCES AT CHANDLER

250 S. NEVADA STREET
CHANDLER, AZ 85225

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RILEY BAEHR

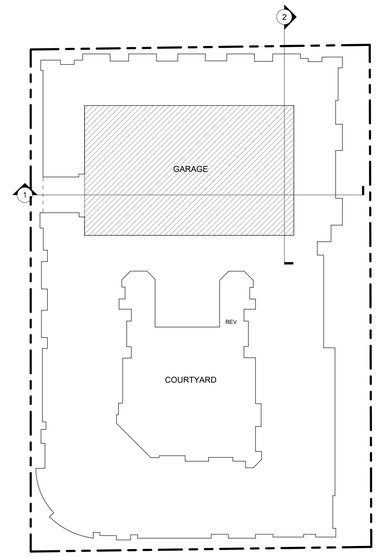
DEVELOPMENT CONSULTANT:
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BUILDING KEY PLAN

DATE: DECEMBER 14, 2023 ORB #: 23-201

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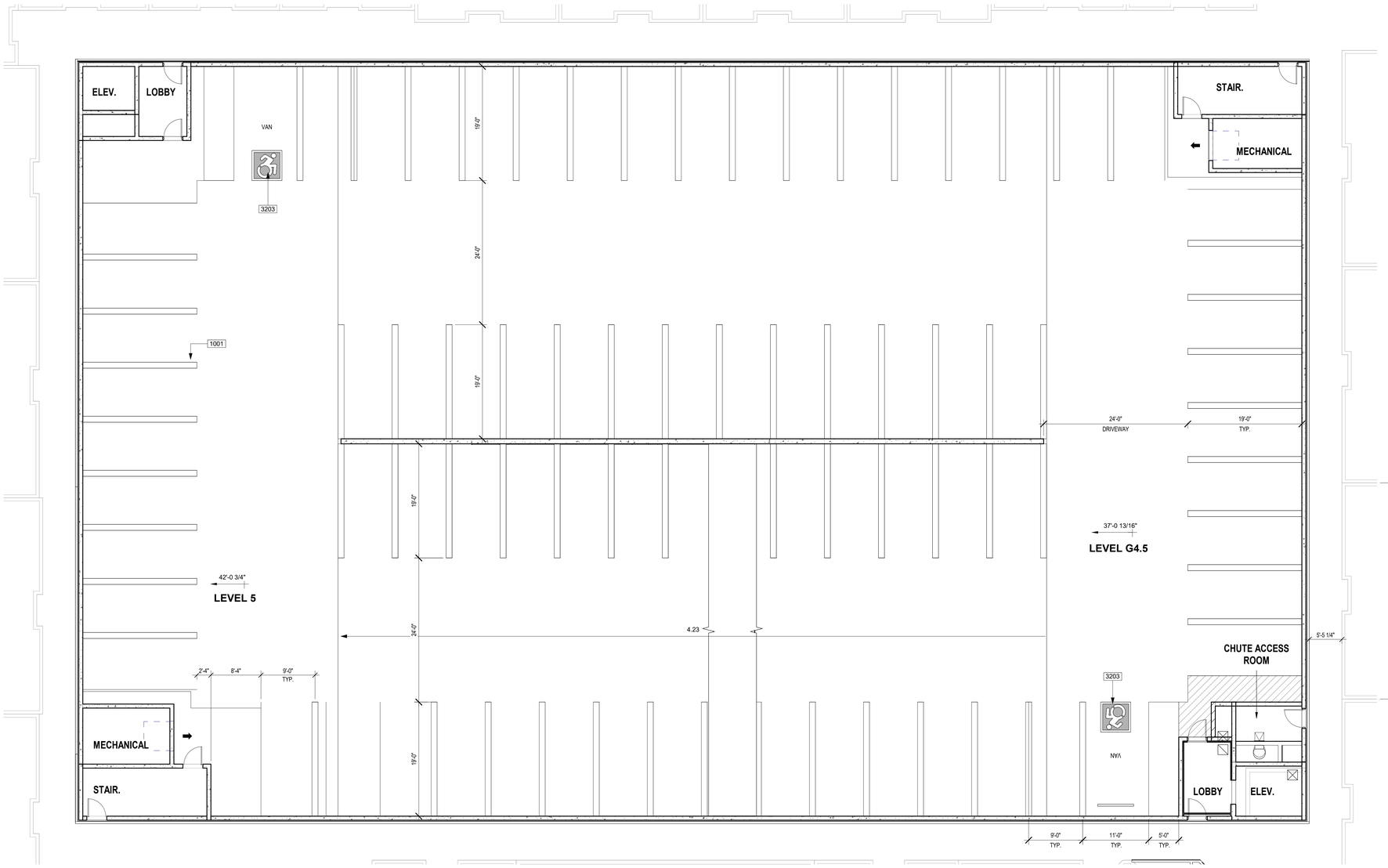
GARAGE PLAN LEVEL L3.5

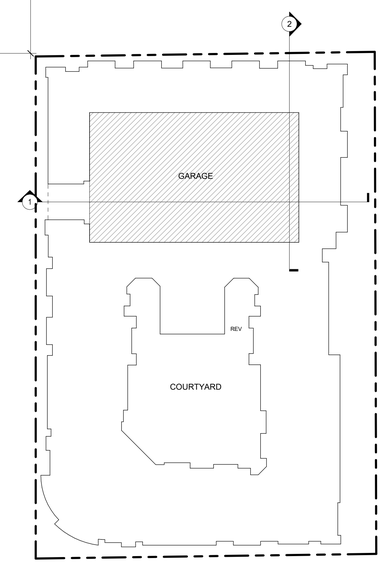
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KEYNOTES

1001	9'x19' TYPICAL PARKING STALL PER CITY OF CHANDLER ORDINANCE
3203	





1 G4.5

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

BUILDING KEY PLAN

GRAYHAWK RESIDENCES AT CHANDLER

250 S. NEVADA STREET
CHANDLER, AZ 85225

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PRELIMINARY NOT FOR CONSTRUCTION

REGISTERED ARCHITECT
15113
Rich Barber
ARIZONA U.S.A.
Expires 3/31/2026

Grayhawk Development

OWNER:
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DATE: DECEMBER 14, 2023 ORB #: 23-201

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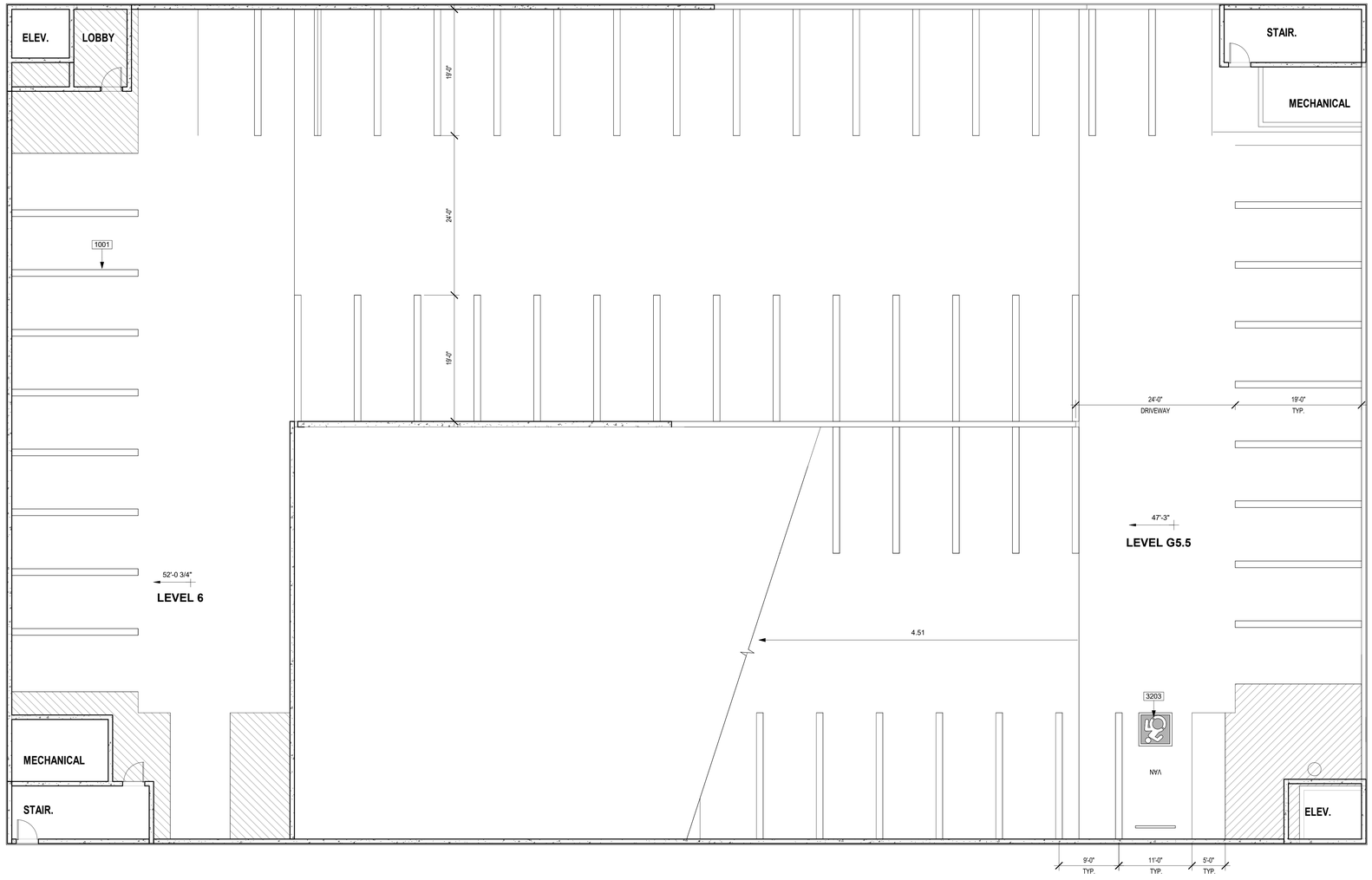
GARAGE PLAN LEVEL L4.5

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KEYNOTES

1001	9'x19' TYPICAL PARKING STALL PER CITY OF CHANDLER ORDINANCE
3203	



1 G 5.5

0' 4' 8' 16'

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

GRAYHAWK RESIDENSES AT CHANDLER

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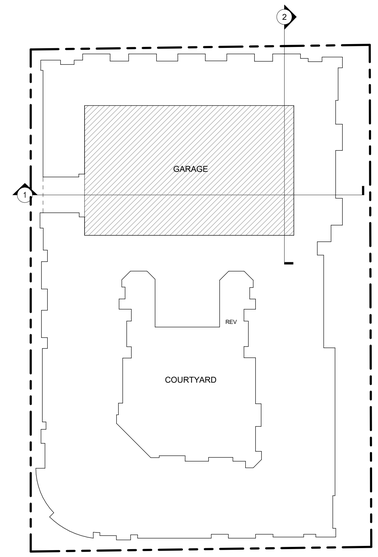
DEVELOPMENT CONSULTANT:
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BUILDING KEY PLAN

DATE: DECEMBER 14, 2023 ORB #: 23-201

A3.05

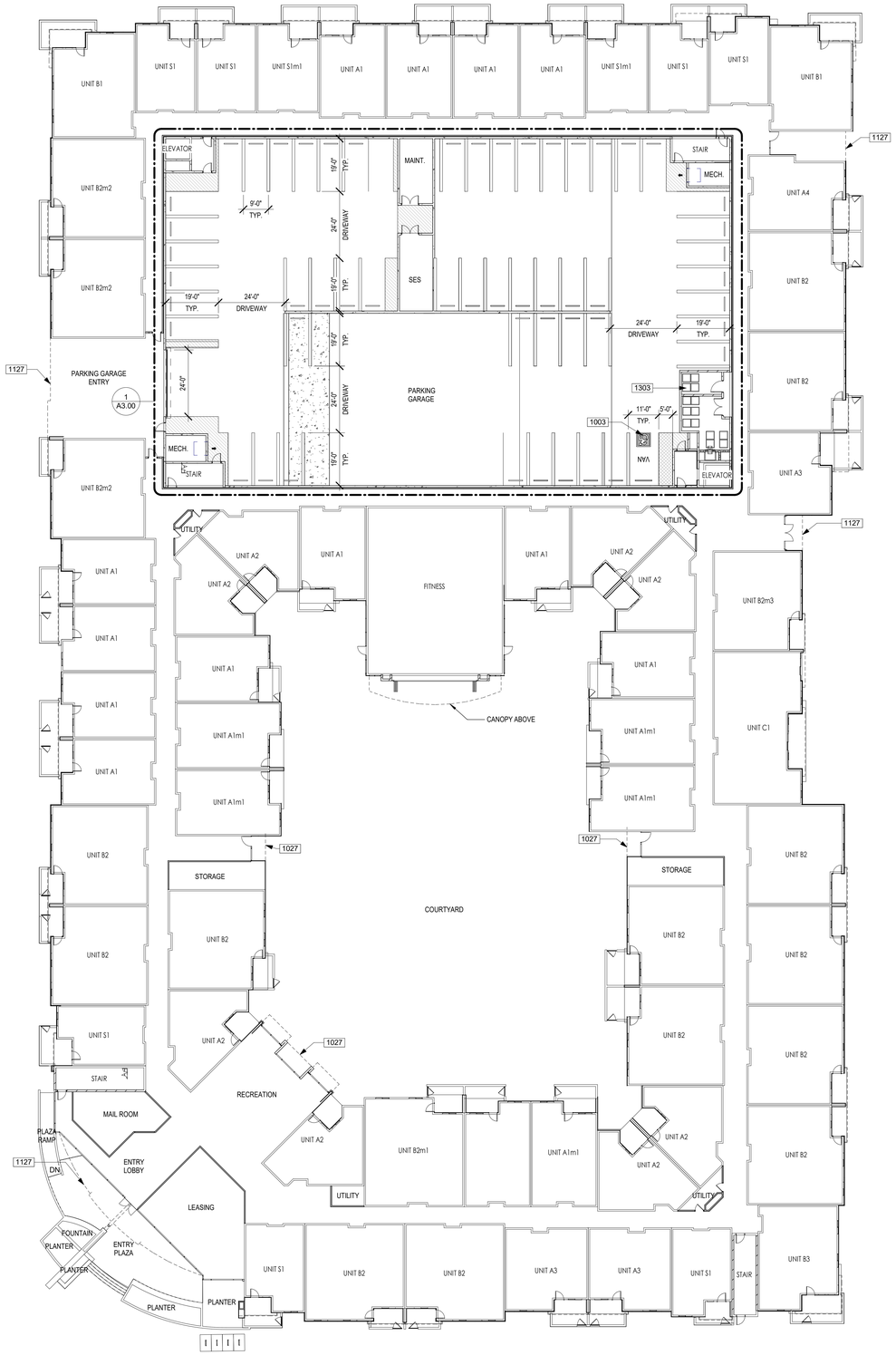
GARAGE PLAN LEVEL L5.5

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KEYNOTES

1003	VAN ACCESSIBLE PARKING STALL
1027	26' MIN. WIDTH UNOBSTRUCTED FIRE LANE WITH 15' CLEAR OVERHED HEIGHT PER CITY OF CHANDLER DTL. 141.
1127	LINE OF BUILDING ABOVE
1303	TRASH BINS



LEVEL L1

SCALE: 1" = 20'-0"

GRAYHAWK RESIDENSES AT CHANDLER

250 S. NEVADA STREET
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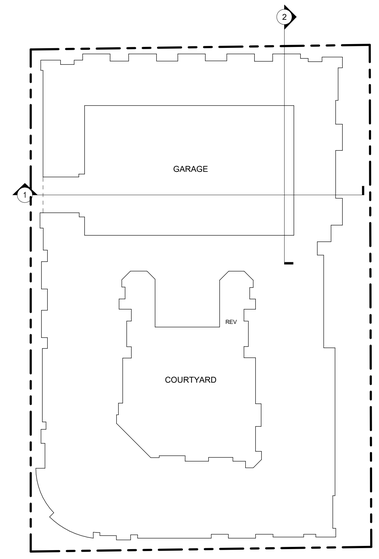
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BUILDING KEY PLAN

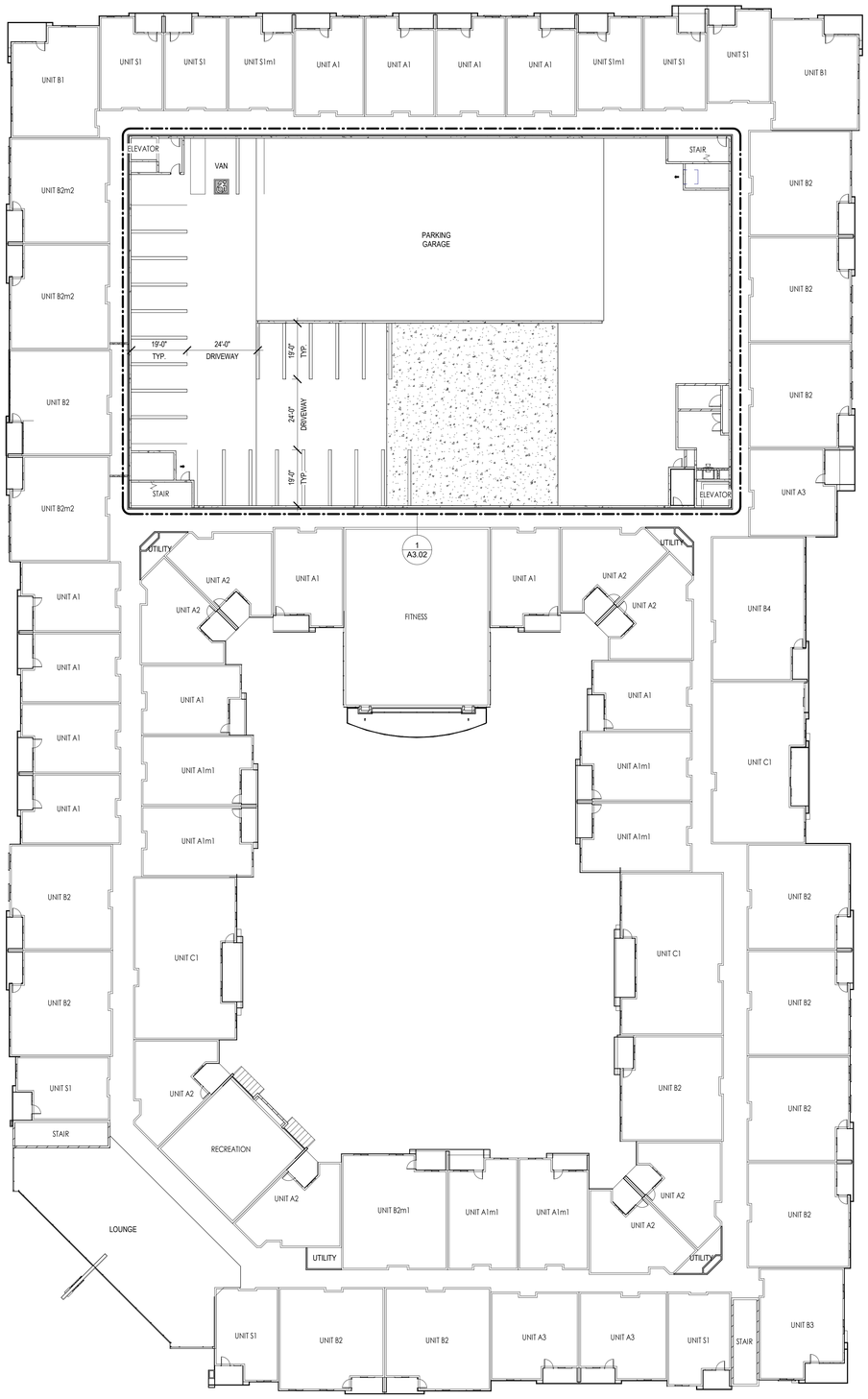
DATE: DECEMBER 14, 2023 ORB #: 23-201

A3.10
PRELIMINARY BUILDING PLAN LEVEL L1

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KEYNOTES



LEVEL L2

0' 10' 20' 40'

SCALE: 1" = 20'-0"

GRAYHAWK RESIDENSES AT CHANDLER

250 S. NEVADA STREET
CHANDLER, AZ 85225

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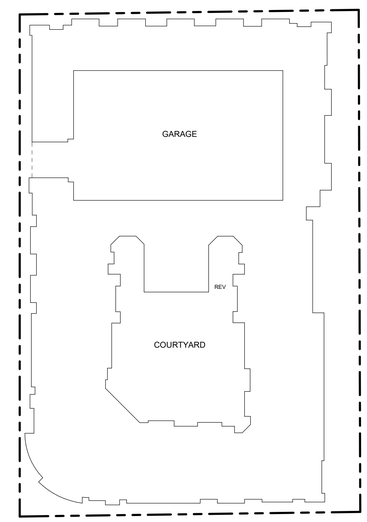
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FAX: 480.717.4038
CONTACT: RICH BARBER

CIVIL:
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MESA, ARIZONA, 85210
TEL: 480.398.3826
CONTACT: GREG BROWN

LANDSCAPE:
COLLABORATIVE V
7116 E. 1ST AVE. SUITE 103
SCOTTSDALE, ARIZONA, 85251
TEL: 480.347.0590
CONTACT: PAUL VECCHIA
SCOTT HEFFERNAN

LAND USE ATTORNEY :
HUELLMANTEL & ASSOCIATES
605 S. ASH AVENUE
TEMPE, ARIZONA, 85281
TEL: 480.921.2800
CONTACT: CHARLES HUELLMANTEL



BUILDING KEY PLAN

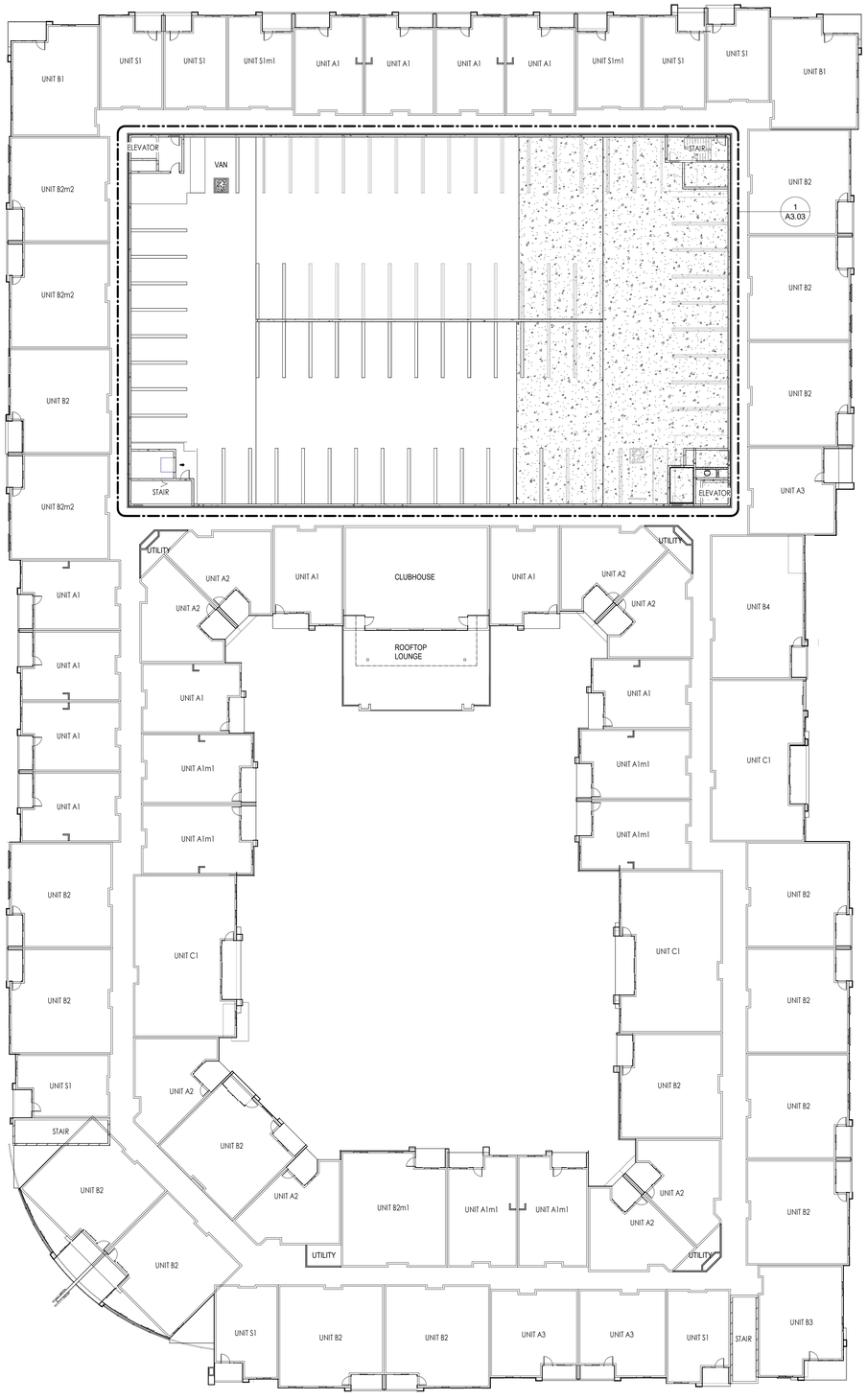
DATE: DECEMBER 14, 2023 ORB #: 23-201

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PRELIMINARY BUILDING PLAN LEVEL L2

Autodesk Docs://23-201 GH Grayhawk Chandler/23-201 GH Grayhawk Chandler.rvt

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LEVEL L3

0' 10' 20' 40'

SCALE: 1" = 20'-0"

KEYNOTES

GRAYHAWK RESIDENSES AT CHANDLER

250 S. NEVADA STREET
CHANDLER, AZ 85225

Office of Rich Barber Architecture, LLC
ORB
WorldHQ@ORBArch.com

PRELIMINARY NOT FOR CONSTRUCTION

Grayhawk Development

OWNER:
GRAYHAWK DEVELOPMENT
7377 E. DOUBLETREE RANCH RD. SUITE 100
SCOTTSDALE, ARIZONA, 85258
TEL: 480.998.2661
CONTACT: TAYLOR TRYHUS
RILEY BAEHR

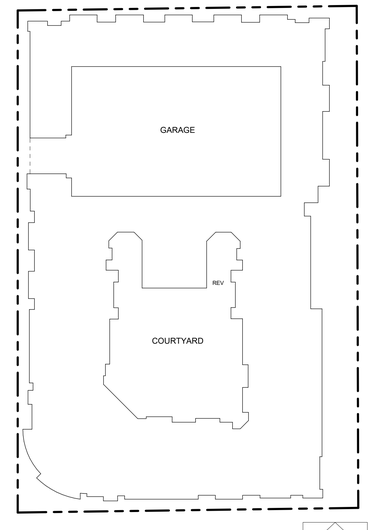
DEVELOPMENT CONSULTANT:
THE GUARDIAN COMPANIES
7377 E. DOUBLETREE RANCH RD. SUITE 100
SCOTTSDALE, ARIZONA, 85258
TEL: 480.204.3939
CONTACT: CHRIS BROZINA

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BUILDING KEY PLAN

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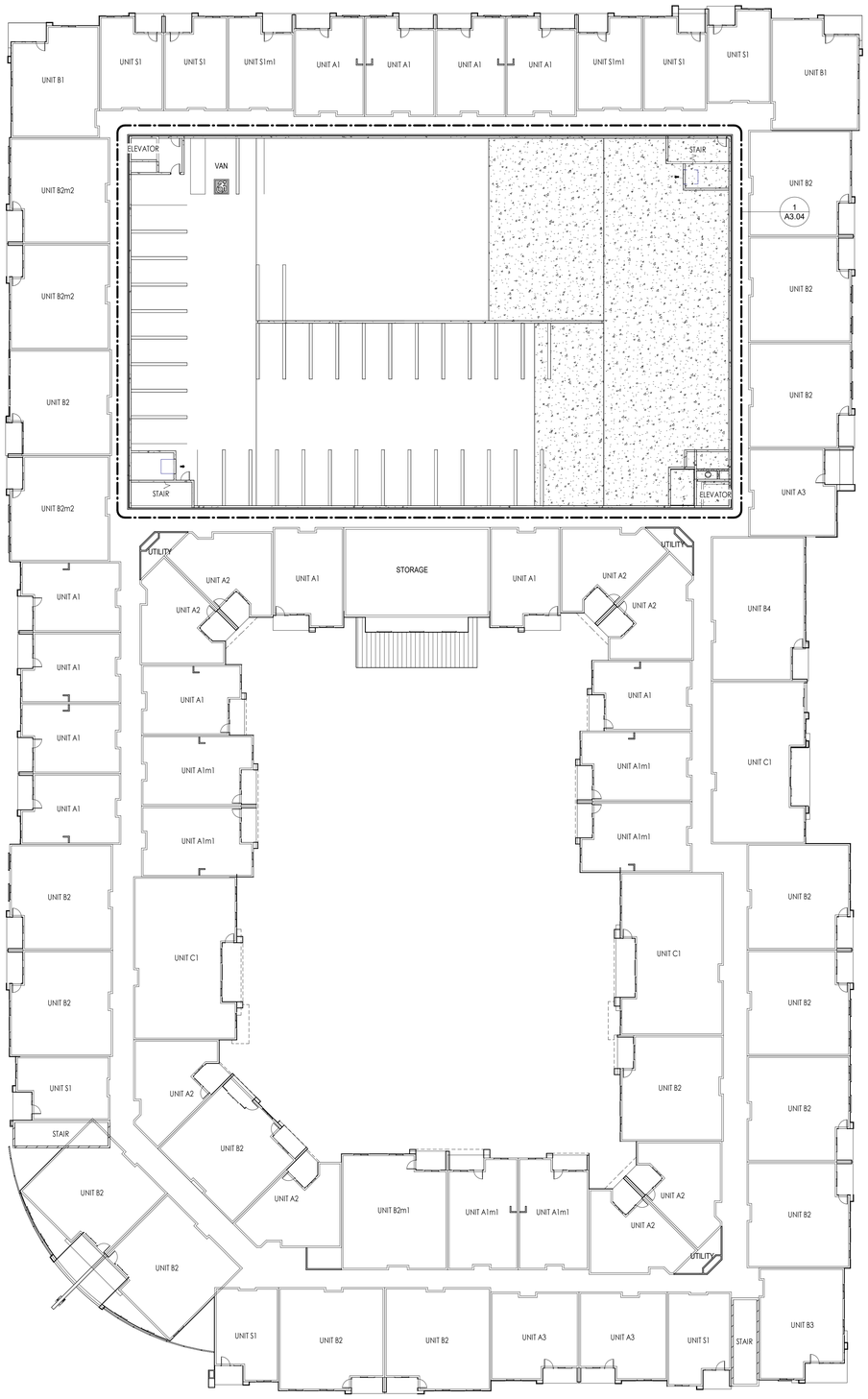
A3.12

PRELIMINARY BUILDING PLAN LEVEL L3

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KEYNOTES



LEVEL L4

SCALE: 1" = 20'-0"

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CHANDLER, AZ 85225

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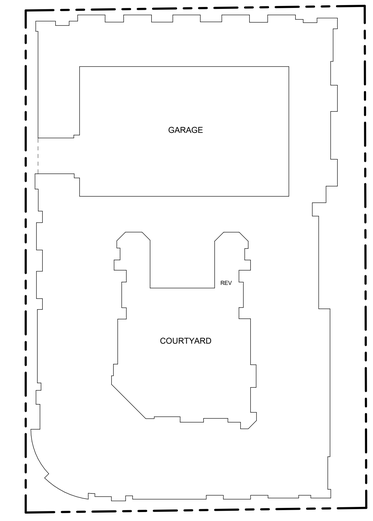
DEVELOPMENT CONSULTANT:
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BUILDING KEY PLAN

DATE: DECEMBER 14, 2023 ORB #: 23-201

A3.13

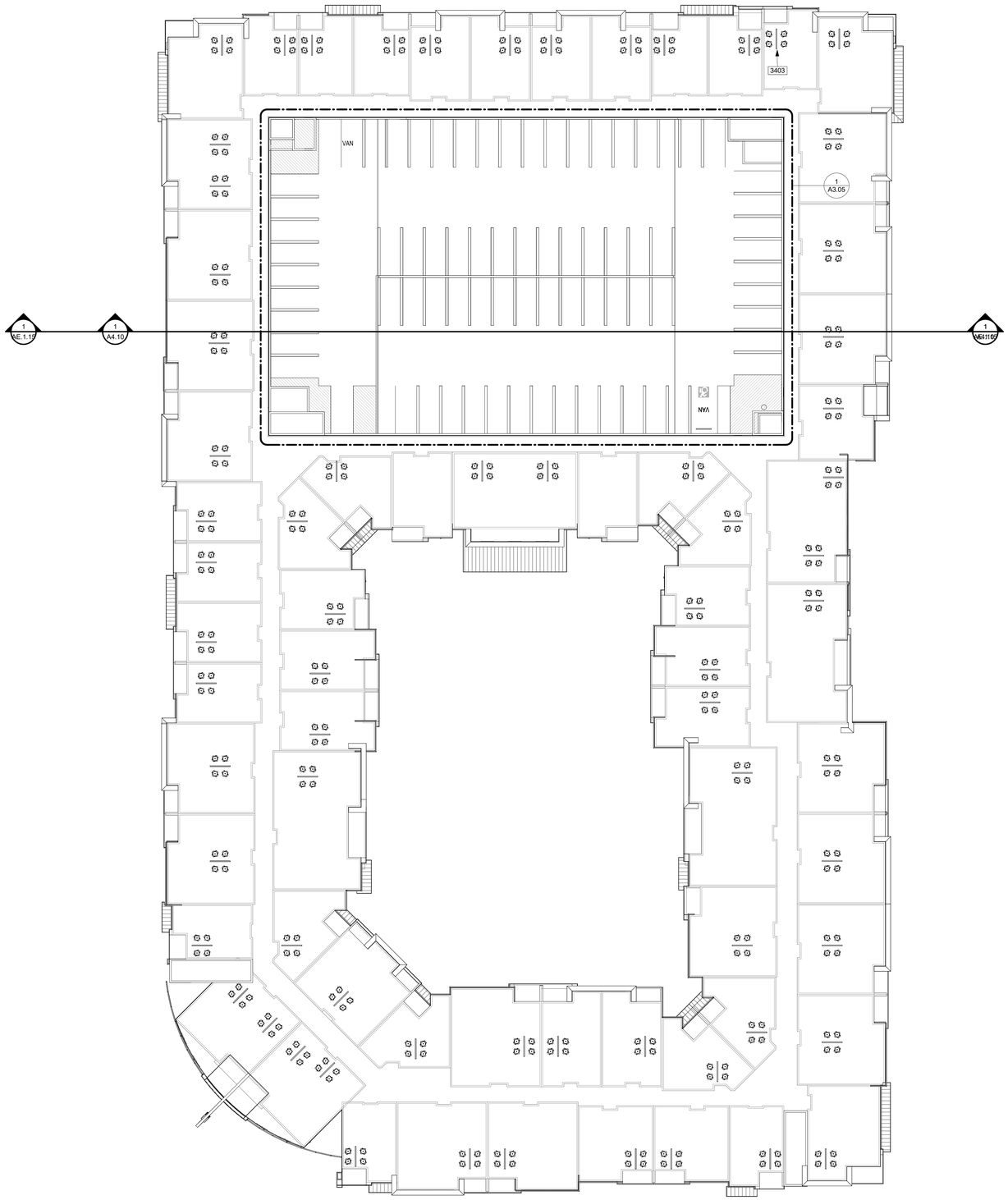
PRELIMINARY BUILDING PLAN LEVEL L4

Autodesk Docs://23-201 GH Grayhawk Chandler/23-201 GH Grayhawk Chandler.rvt

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KEYNOTES

3403 MECHANICAL UNIT - MUST BE FULLY-SCREENED BY PARAPET.



ROOF

SCALE: 1" = 20'-0"

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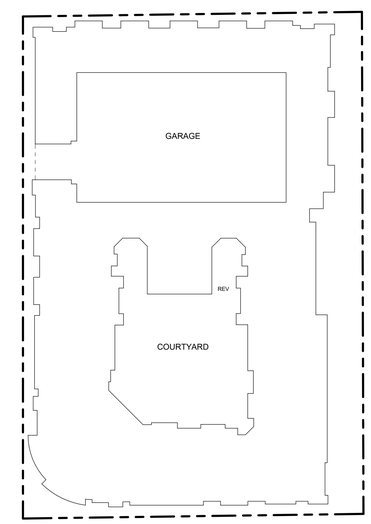
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BUILDING KEY PLAN

DATE: DECEMBER 14, 2023 ORB #: 23-201

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PRELIMINARY ROOF PLAN

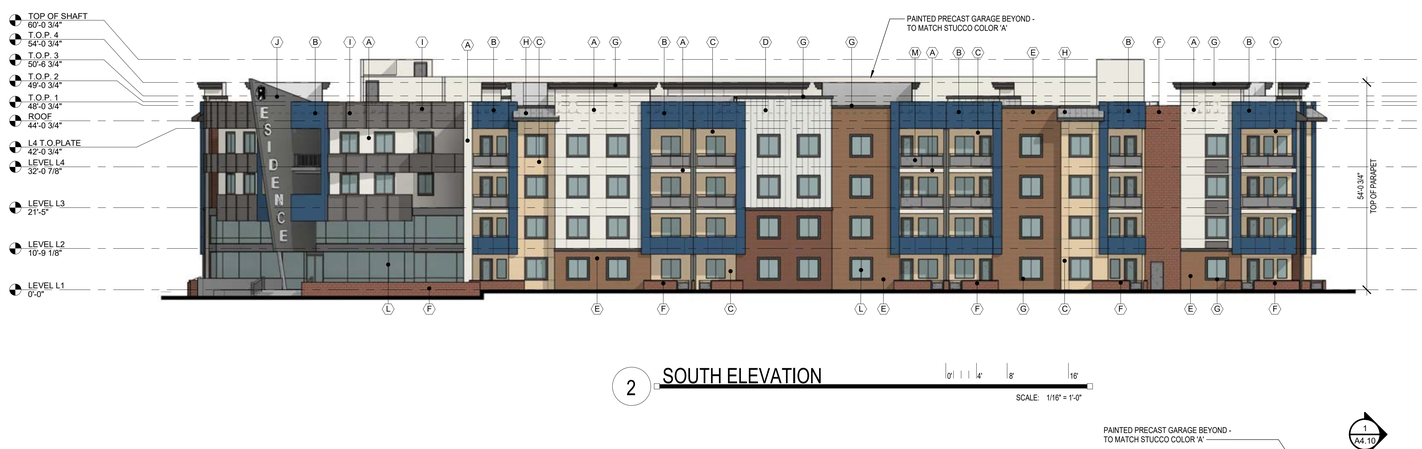
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1 WEST ELEVATION

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



2 SOUTH ELEVATION

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



3 EAST ELEVATION

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



4 NORTH ELEVATION

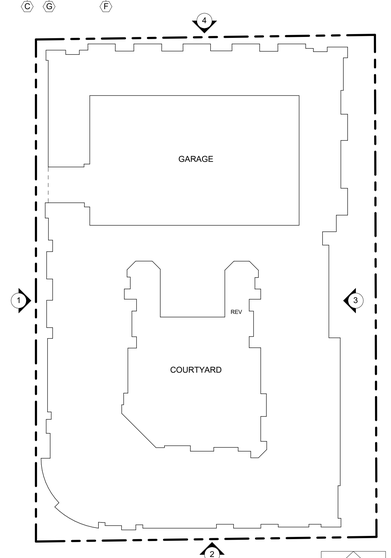
SCALE: 1/16" = 1'-0"

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8. ALL UNIT BALCONY/PATIO DOORS SHALL BE PAINTED ON THE EXTERIOR SIDE DUNN EDWARDS DE6378 "JET" LRV 9.
9. PATIO/BALCONY CEILING PAINTED TO MATCH UNIT INTERIOR CEILING.
10. COORDINATE ALL MECHANICAL VENT LOCATIONS WITH MECHANICAL AND WINDOW OPERABLE SIDE.

EXTERIOR MATERIALS:

A	STUCCO FINISH - DUNN EDWARDS - DEHW03 - "COCONUT GROVE"
B	HARDIE ARCHITECTURAL PANEL - FINE SAND - "LAKE POWELL BLUE"
C	STUCCO FINISH - DUNN EDWARDS - DEC745 - "CHAPARRAL"
D	BOARD & BATTEN SIDING - HARDIE PANEL - "ARTIC WHITE"
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E2	THIN BRICK VENEER McNEAR COLOR "TANGIERS"
F	BLOCK VENEER/CMU (LOW WALLS) - BELDEN - "DURANGO, SIZE: 8"X8"X16"
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I	PERFORATED METAL PANEL - #1614511241 MCNICHOLS 1/4" ROUND 58% OPEN AREA - POWDERCOATED - DUNN EDWARDS - DE5153 - "IRON ORE"
J	METAL PANEL - POWDER COATED - DUNN EDWARDS - DE6369 - "LEGENDARY GRAY"
K	FOLDING PANEL WALL
K	Rubber
L	ALUMINUM WINDOW/DOOR FRAME DARK BRONZE
L1	CLEAR GLAZING
M	2"x2" WELDED WIRE MESH RAILING PANEL: DUNN EDWARDS DE6378 "JET" LRV 9



BUILDING KEY PLAN

GRAYHAWK RESIDENCES AT CHANDLER

250 S. NEVADA STREET
CHANDLER, AZ 85225

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REGISTERED ARCHITECT
15113
Rich Barber
ARIZONA U.S.A.
Expires 3/31/2026

PRELIMINARY NOT FOR CONSTRUCTION

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REZONING / PDP SUBMITTAL

DATE: DECEMBER 14, 2023 ORB #: 23-201

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EXTERIOR ELEVATIONS

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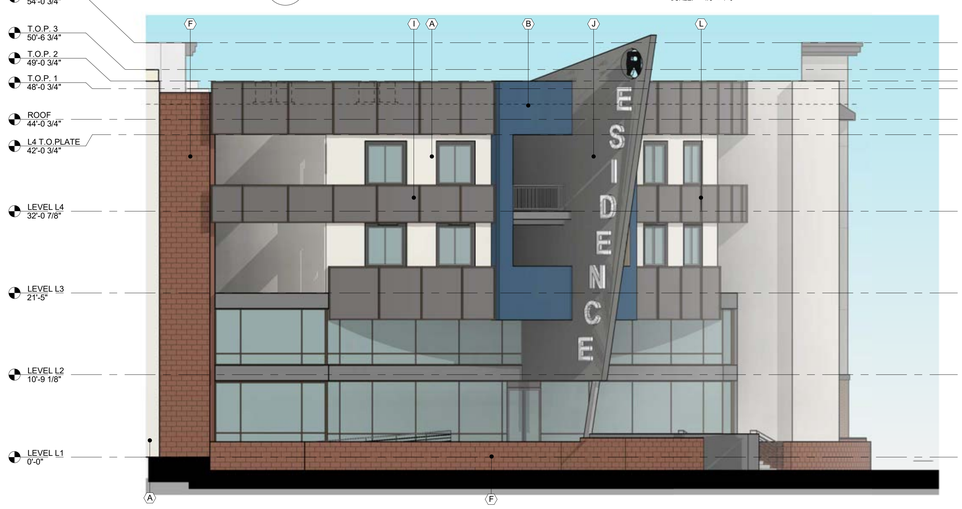
1a WEST ELEVATION - NORTH END

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



1b WEST ELEVATION - CENTER

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



1c WEST ELEVATION - ENTRY

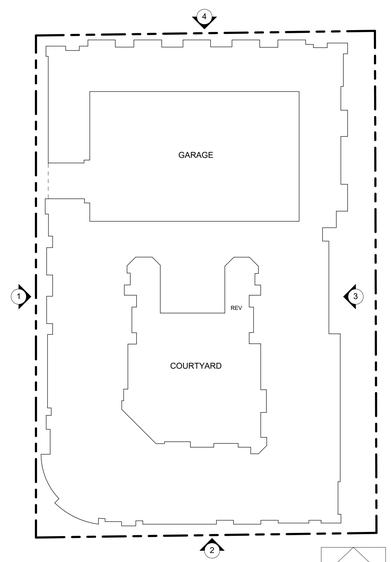
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PRELIMINARY NOT FOR CONSTRUCTION
REGISTERED ARCHITECT 15113 Rich Barber Expires 3/31/2026

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REZONING / PDP SUBMITTAL

DATE: DECEMBER 14, 2023 ORB #: 23-201

A3.51

EXTERIOR ELEVATIONS - ENLARGED WEST

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2a SOUTH ELEVATION - WEST END

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



2b SOUTH ELEVATION - EAST END

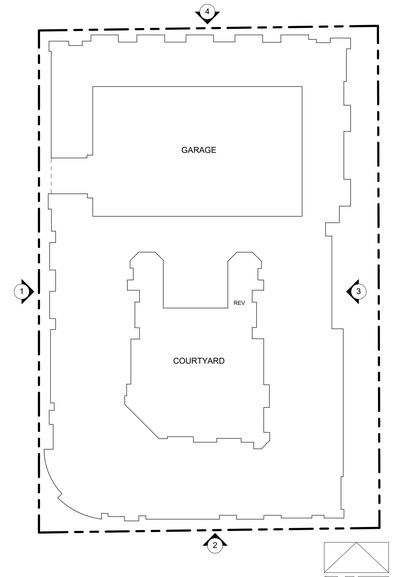
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I	PERFORATED METAL PANEL - #1614511241 MCNICHOLS 1/4" ROUND 58% OPEN AREA - POWDERCOATED - DUNN EDWARDS - DE5153 - "IRON ORE"
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K	FOLDING PANEL WALL
K	Rubber
L	ALUMINUM WINDOW/DOOR FRAME DARK BRONZE
L1	CLEAR GLAZING
M	2"x2" WELDED WIRE MESH RAILING PANEL: DUNN EDWARDS DE6378 "JET" LRV 9



BUILDING KEY PLAN

GRAYHAWK RESIDENCES AT CHANDLER

250 S. NEVADA STREET
CHANDLER, AZ 85225

The Office of Rich Barber Architecture, LLC
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WorldHQ@ORBArch.com

PRELIMINARY NOT FOR CONSTRUCTION

REGISTERED ARCHITECT 15113 Rich Barber Expires 3/31/2026

Grayhawk Development

OWNER:
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7377 E. DOUBLETREE RANCH RD. SUITE 100
SCOTTSDALE, ARIZONA 85258
TEL: 480.998.2661
CONTACT: TAYLOR TRYHUS
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REZONING / PDP SUBMITTAL

DATE: DECEMBER 14, 2023 ORB #: 23-201

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EXTERIOR ELEVATIONS - ENLARGED SOUTH

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3a EAST ELEVATION - NORTH END

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



3b EAST ELEVATION - CENTER

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



3c EAST ELEVATION - SOUTH END

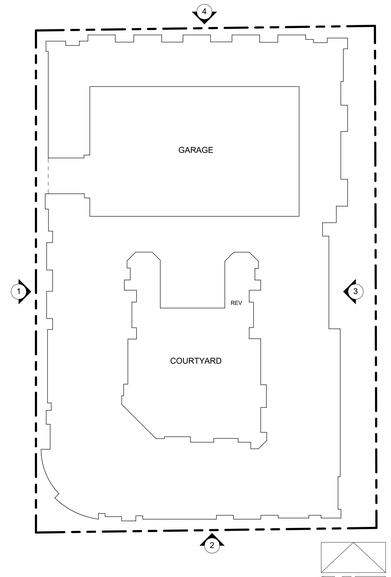
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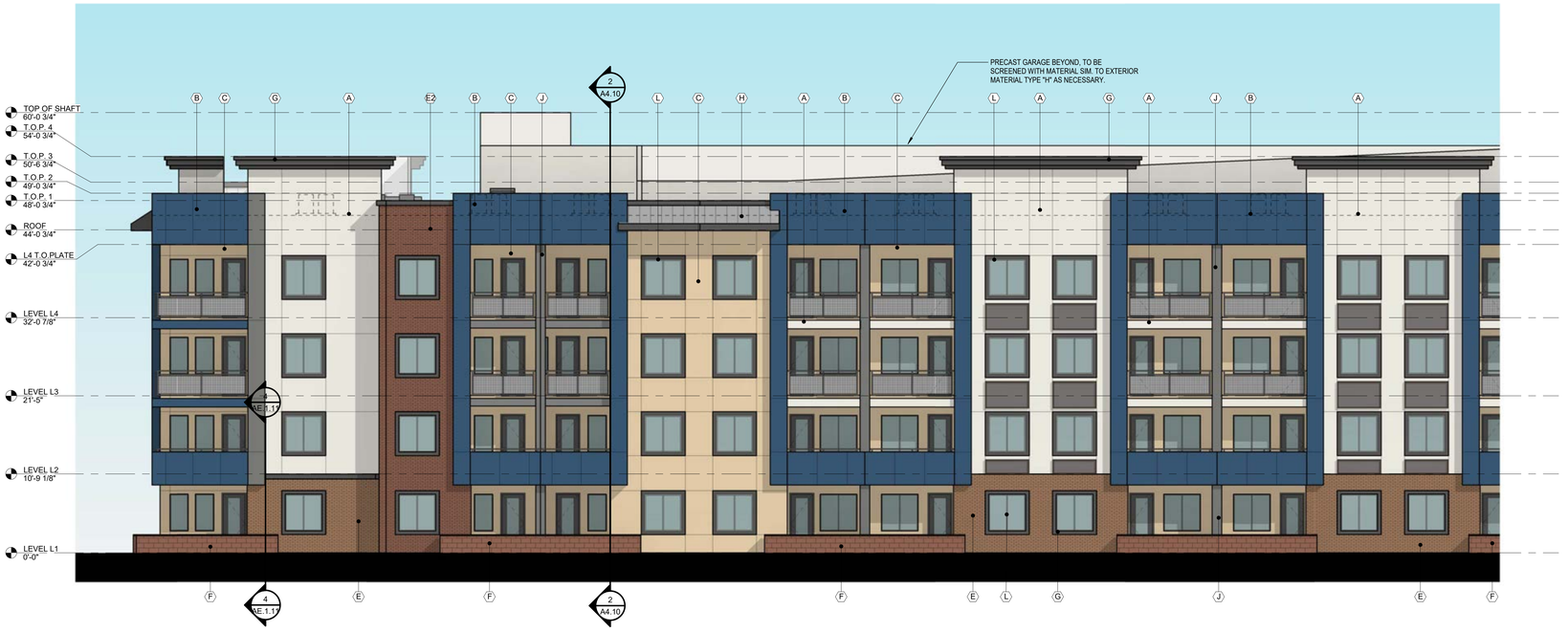
DATE: DECEMBER 14, 2023 ORB #: 23-201

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EXTERIOR ELEVATIONS - ENLARGED EAST

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4a NORTH ELEVATION - EAST END

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



4b NORTH ELEVATION - WEST END

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

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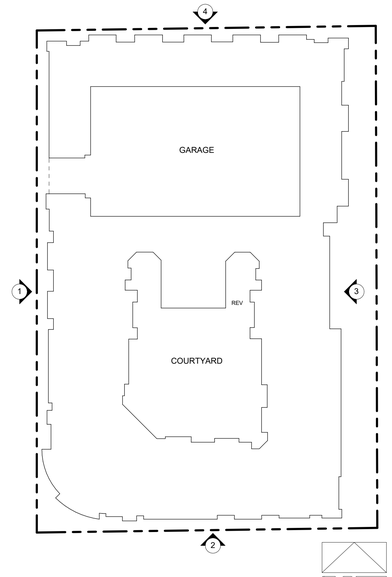
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BUILDING KEY PLAN

REZONING / PDP SUBMITTAL

DATE: DECEMBER 14, 2023 ORB #: 23-201

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EXTERIOR ELEVATIONS - ENLARGED NORTH

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1 COURTYARD - WEST ELEVATION

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



2 COURTYARD - NE/NW ELEVATION

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



3 COURTYARD - NORTH ELEVATION

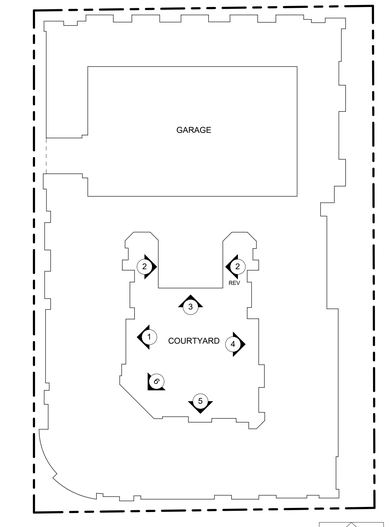
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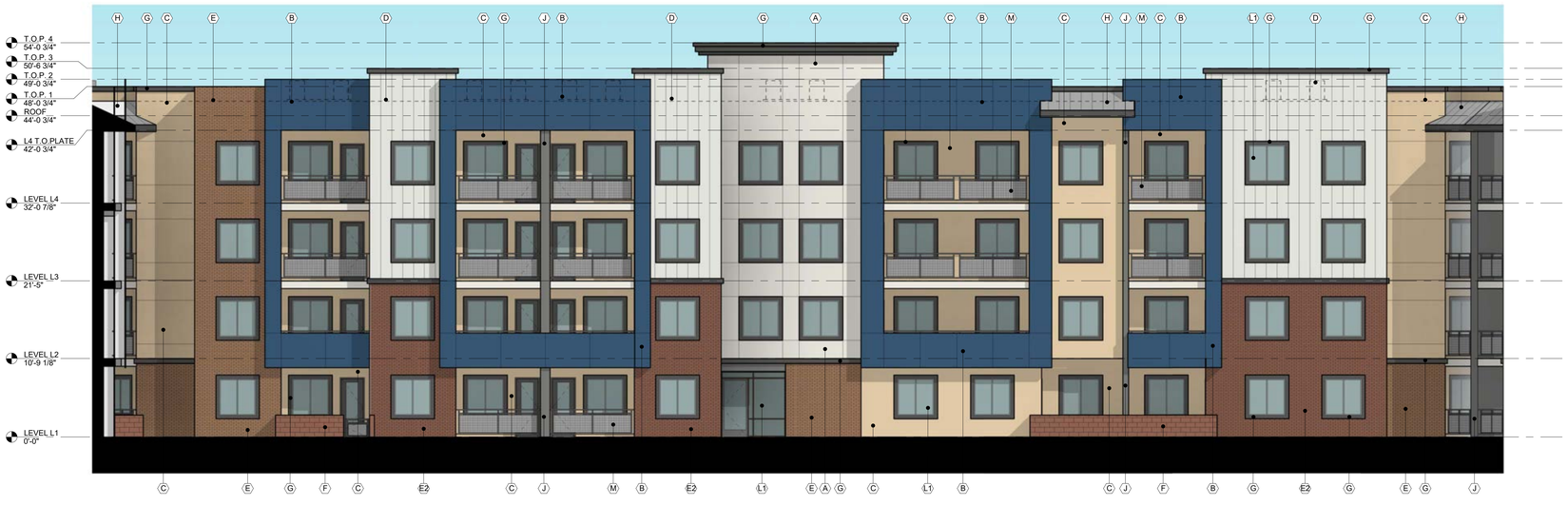
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EXTERIOR ELEVATIONS - COURTYARDS

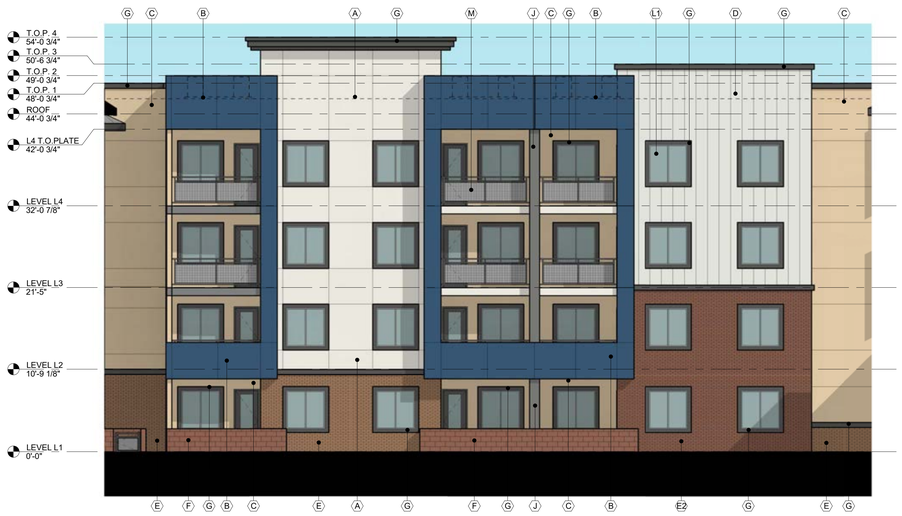
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4 COURTYARD - EAST ELEVATION

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



5 COURTYARD - SOUTH ELEVATION

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



6 COURTYARD - SW ELEVATION

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

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REGISTERED ARCHITECT 15113 Rich Barber Expires 3/31/2026

Grayhawk Development

OWNER:
GRAYHAWK DEVELOPMENT
7377 E. DOUBLETREE RANCH RD. SUITE 100
SCOTTSDALE, ARIZONA, 85258
TEL: 480.998.2661
CONTACT: TAYLOR TRYHUS
RILEY BAEHR

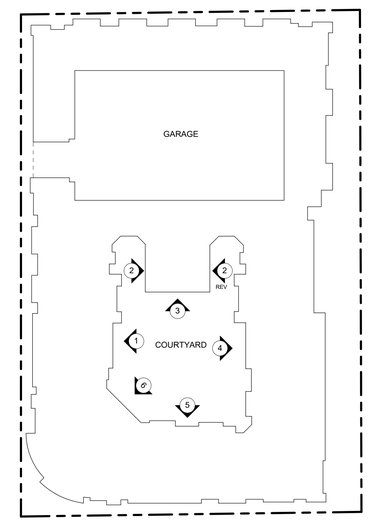
DEVELOPMENT CONSULTANT:
THE GUARDIAN COMPANIES
7377 E. DOUBLETREE RANCH RD. SUITE 100
SCOTTSDALE, ARIZONA, 85258
TEL: 480.204.3939
CONTACT: CHRIS BROZINA

ARCHITECT:
ORB ARCHITECTURE
2944 NORTH 44TH STREET, SUITE 101
PHOENIX, ARIZONA, 85018
TEL: 602.957.4530
FAX: 480.717.4038
CONTACT: RICH BARBER

CIVIL:
HUBBARD ENGINEERING
1201 S. ALMA SCHOOL RD, SUITE 12000
MESA, ARIZONA, 85210
TEL: 480.396.3826
CONTACT: GREG BROWN

LANDSCAPE:
COLLABORATIVE V
7116 E. 1ST AVE. SUITE 103
SCOTTSDALE, ARIZONA, 85251
TEL: 480.347.0590
CONTACT: PAUL VECCHIA
SCOTT HEFFERNAN

LAND USE ATTORNEY:
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605 S. ASH AVENUE
TEMPE, ARIZONA, 85281
TEL: 480.921.2800
CONTACT: CHARLES HUELLMANTEL



BUILDING KEY PLAN

REZONING / PDP SUBMITTAL

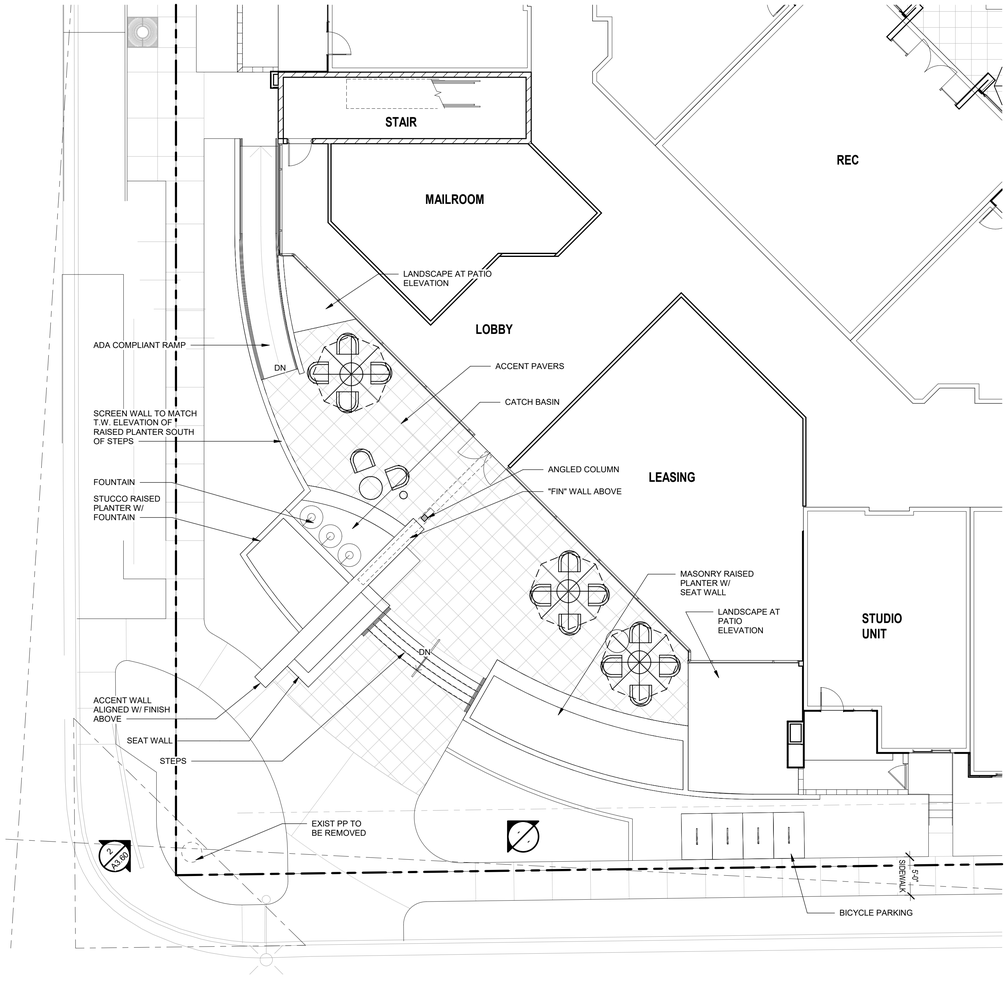
DATE: DECEMBER 14, 2023 ORB #: 23-201

A3.56

EXTERIOR ELEVATIONS - COURTYARDS

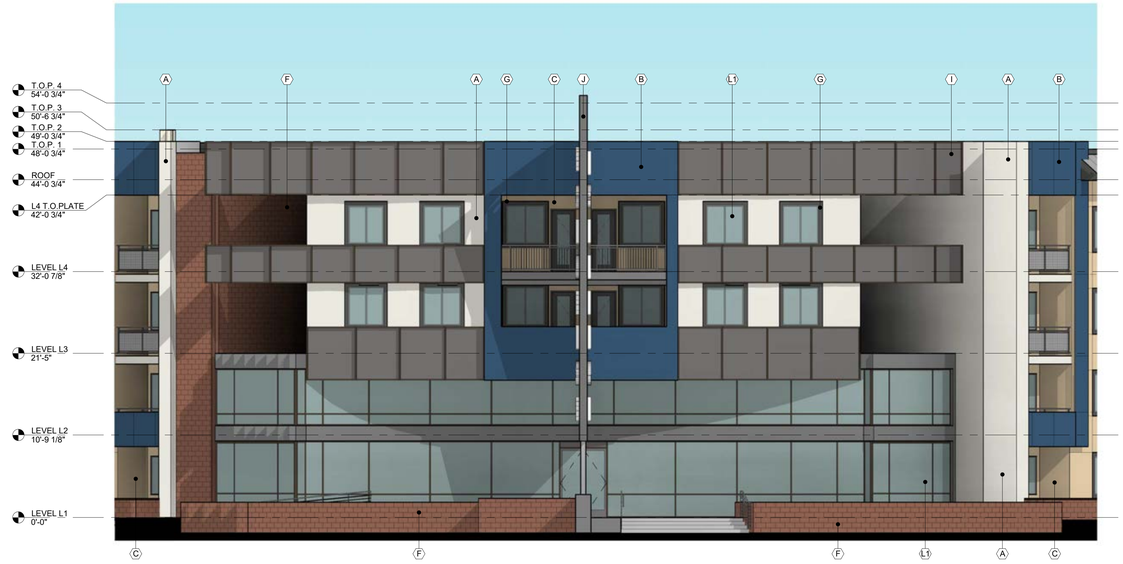
Autodesk Docs://23-201 GH Grayhawk Chandler/23-201 GH Grayhawk Chandler.rvt

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1 ENLARGED LEASING ENTRY

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



2 ENLARGED LEASING ENTRY ELEVATION SOUTH EAST

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



3 LEASING ENTRY 3D VIEW

SCALE:

GRAYHAWK RESIDENCES AT CHANDLER

250 S. NEVADA STREET
CHANDLER, AZ 85225

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REZONING / PDP SUBMITTAL

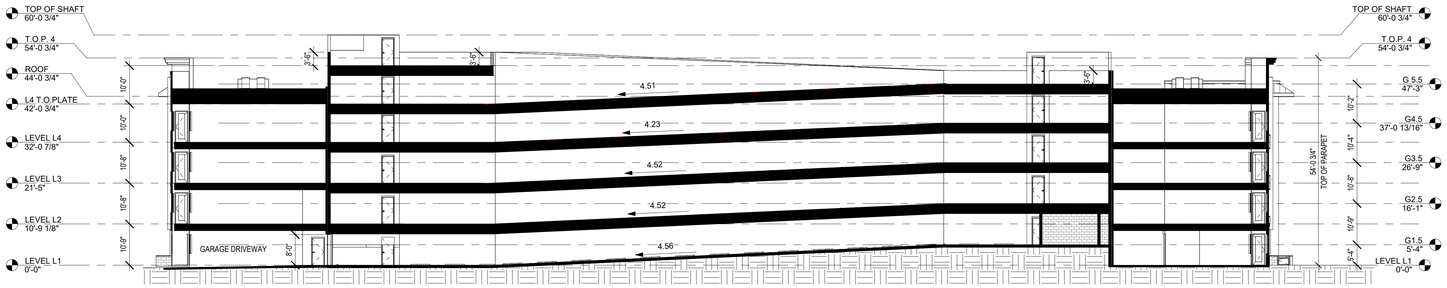
DATE: DECEMBER 14, 2023 ORB #: 23-201

A3.60

ENLARGED BUILDING ENTRY

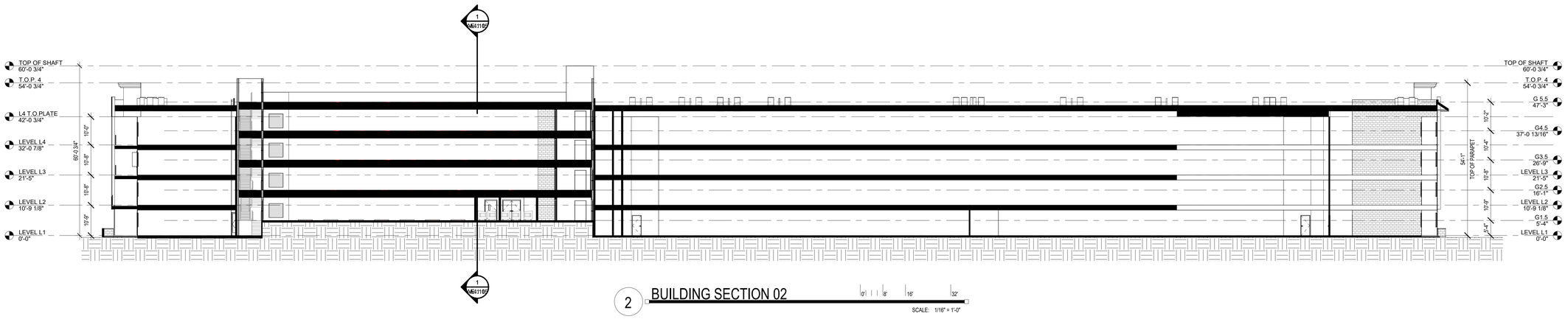
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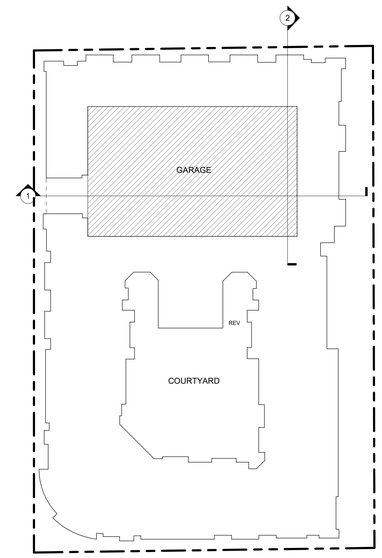
1 BUILDING SECTION 01

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



2 BUILDING SECTION 02

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



BUILDING KEY PLAN

GRAYHAWK RESIDENCES AT CHANDLER

250 S. NEVADA STREET
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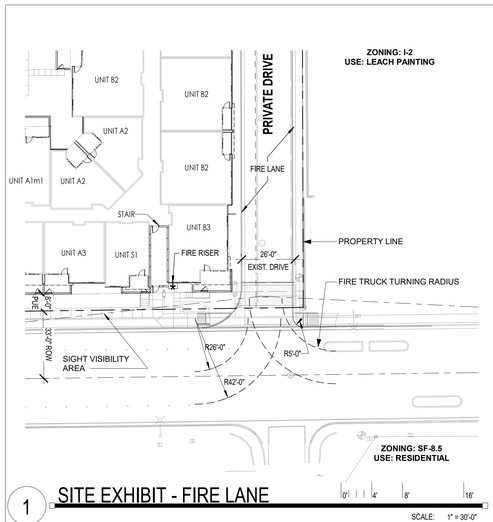
REZONING / PDP SUBMITTAL

DATE: DECEMBER 14, 2023 ORB #: 23-201

A4.10

OVERALL BUILDING SECTIONS

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1 SITE EXHIBIT - FIRE LANE

SCALE: 1" = 30'-0"

REGISTERED ARCHITECT
CERTIFICATE
Rich Barber
20
2025
STATE OF ARIZONA

Expires 3/31/2026

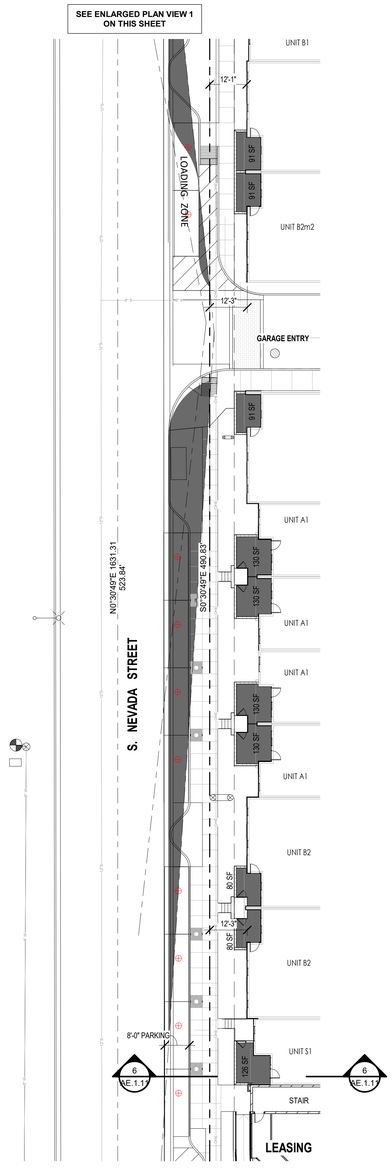
GH Grayhawk Chandler

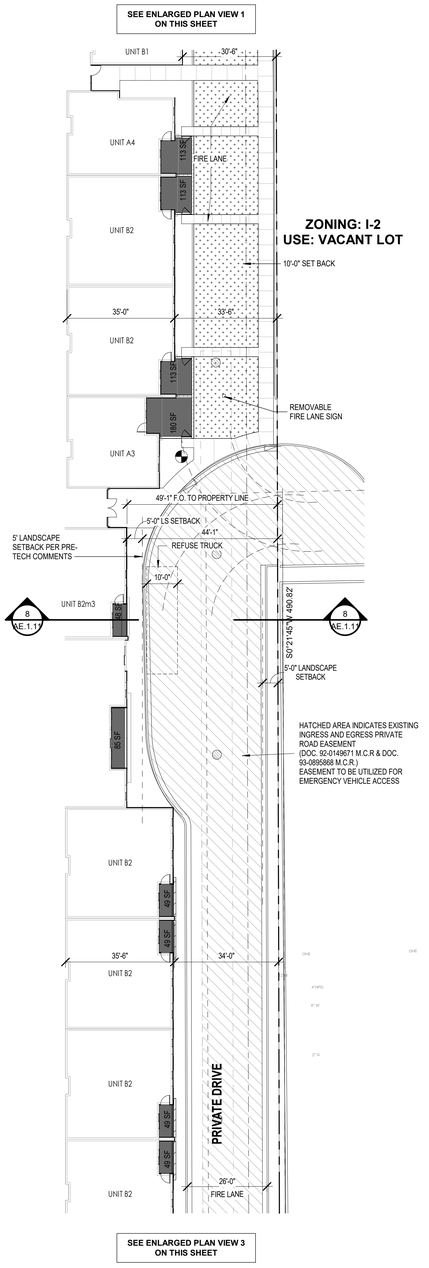
FIRE TRUCK TURNING LANE EXHIBIT

ORB #: 23-201 09/20/23 AE.1.10

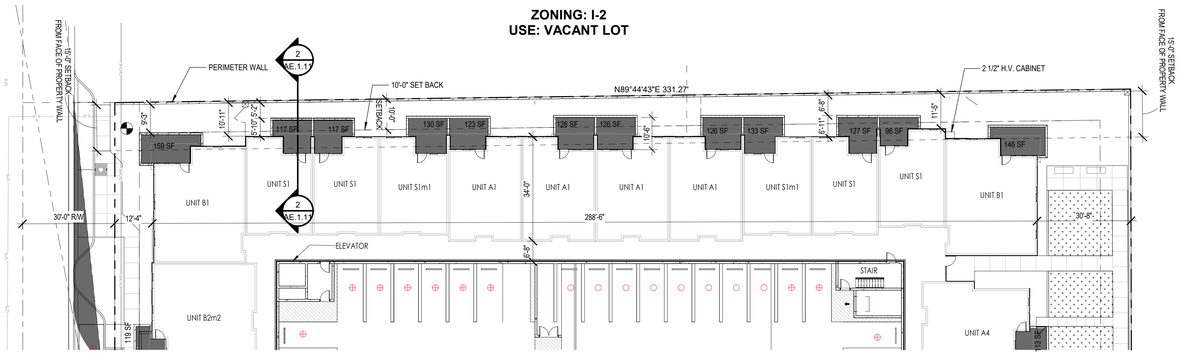
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ORB

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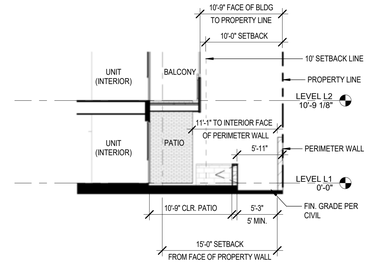


ZONING: I-2
USE: VACANT LOT



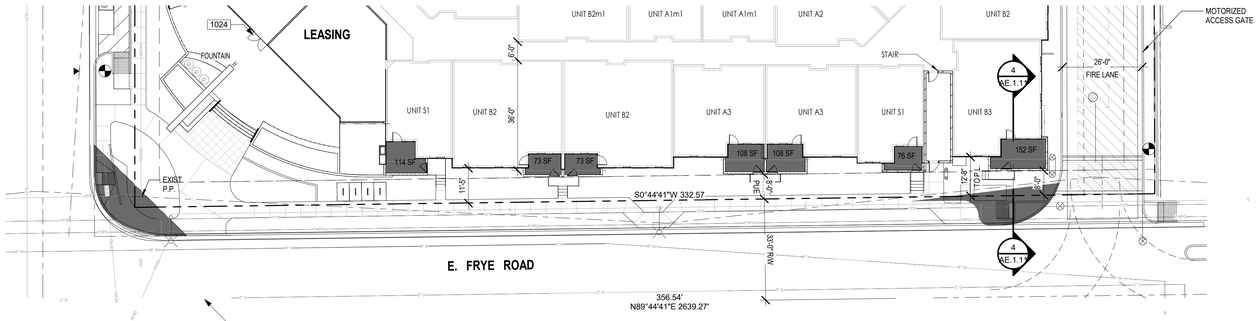
ENLARGED PATIOS - NORTH

SCALE: 1" = 20'-0"



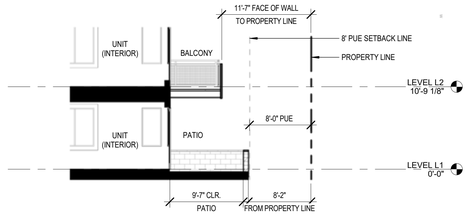
2 SECTION - PATIOS NORTH

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



ENLARGED PATIOS - SOUTH

SCALE: 1" = 20'-0"

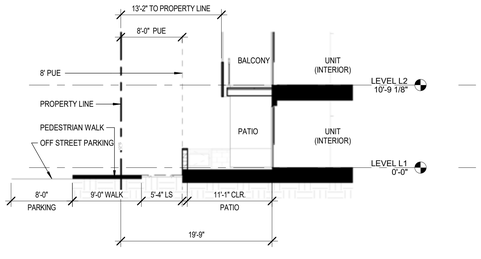


4 SECTION - PATIOS SOUTH

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

ENLARGED PATIOS - WEST

SCALE: 1" = 20'-0"

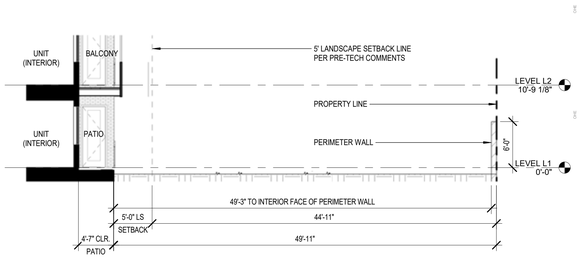


6 SECTION - PATIOS WEST

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

ENLARGED PATIOS - EAST

SCALE: 1" = 20'-0"



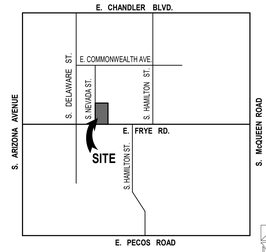
8 SECTION - PATIOS EAST

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

UNIT PATIO/BALCONY COMPARISON TABLE
PER 1902(7)(B) 1

UNIT NAME	BED/BATH	# OF UNITS	# OF PATIOS	PATIO SF (113.1 SF MIN.)	**AVERAGE PATIO SF	# OF BALC.	BALCONY SF (50.27SF MIN.)	**AVERAGE BALC. SF
STUDIO								
UNIT S1	0/1	28	7	127 SF.	110 SF.	21	51 SF.	56 SF.
UNIT S1m1	0/1	8	2	130 SF.	132 SF.	6	58 SF.	58 SF.
		36						
1 BEDROOM								
UNIT A1	1/1	48	12	124 SF.	116 SF.	36	53 SF.	53 SF.
UNIT A1m1	1/1	24	6	*122 SF.	*122 SF.	18	55 SF.	55 SF.
UNIT A2	1/1	32	10	*114 SF.	*114 SF.	22	68 SF.	68 SF.
UNIT A3	1/1	12	3	108 SF.	132 SF.	9	53 SF.	72 SF.
UNIT A4	1/1	1	1	113 SF.	113 SF.	0	NA	NA
		117						
2 BEDROOM								
UNIT B1	2/2	8	2	146 SF.	153 SF.	6	76 SF.	76 SF.
UNIT B2	2/2	58	13	*80 SF.	97 SF.	45	52 SF.	52 SF.
UNIT B2m1	2/2	4	1	*108 SF.	108 SF.	3	56 SF.	56 SF.
UNIT B2m2	2/2	12	3	91 SF.	91 SF.	9	56 SF.	56 SF.
UNIT B2m3	2/2	1	1	48 SF.	48 SF.	0	NA	NA
UNIT B3	2/2	4	1	152 SF.	152 SF.	3	82 SF.	84 SF.
UNIT B4	2/2	3	0	NA	NA	3	51 SF.	51 SF.
		90						
3 BEDROOM								
UNIT C1	3/2	10	1	100 SF.	100 SF.	9	100 SF.	100 SF.
		10						
TOTAL		253	63	6,959 SF.	**110 SF.**	190	12,643 SF.	**59 SF.**

1. PRIVATE OPEN SPACES AT CONCRETE PATIOS & BALCONIES MUST PROVIDE CLEAR SPACE EQUAL TO 12-FEET IN DIAMETER (**113.1 S.F.** MINIMUM) ON GROUND FLOOR AND 8-FEET IN DIAMETER (**50.27 S.F.** MINIMUM) ON UPPER FLOOR. PLEASE PROVIDE DIMENSIONED TYPICAL UNIT FLOOR PLANS TO DEMONSTRATE COMPLIANCE. SEE SECTION 1902(7)(B) 1, ZONING CODE.
2. (*)PATIOS AT COURTYARD.
3. PATIOS AND BALCONIES AT TABLE SHOWS MINIMUM AREAS. SEE BUILDING PLAN FOR SPECIFIC BALCONY/PATIO SF. PER LOCATION.
4. NA UNIT NOT EXISTING AT THIS LEVEL
5. (**) AVERAGE PATIO/BALCONY SF INCLUDES ALL EXISTING CONDITIONS. REFER TO EXHIBITS A1.11X, A3.10X-A3.12X.



NOT TO SCALE

GRAYHAWK RESIDENCES AT CHANDLER

250 S. NEVADA STREET
CHANDLER, AZ 85225

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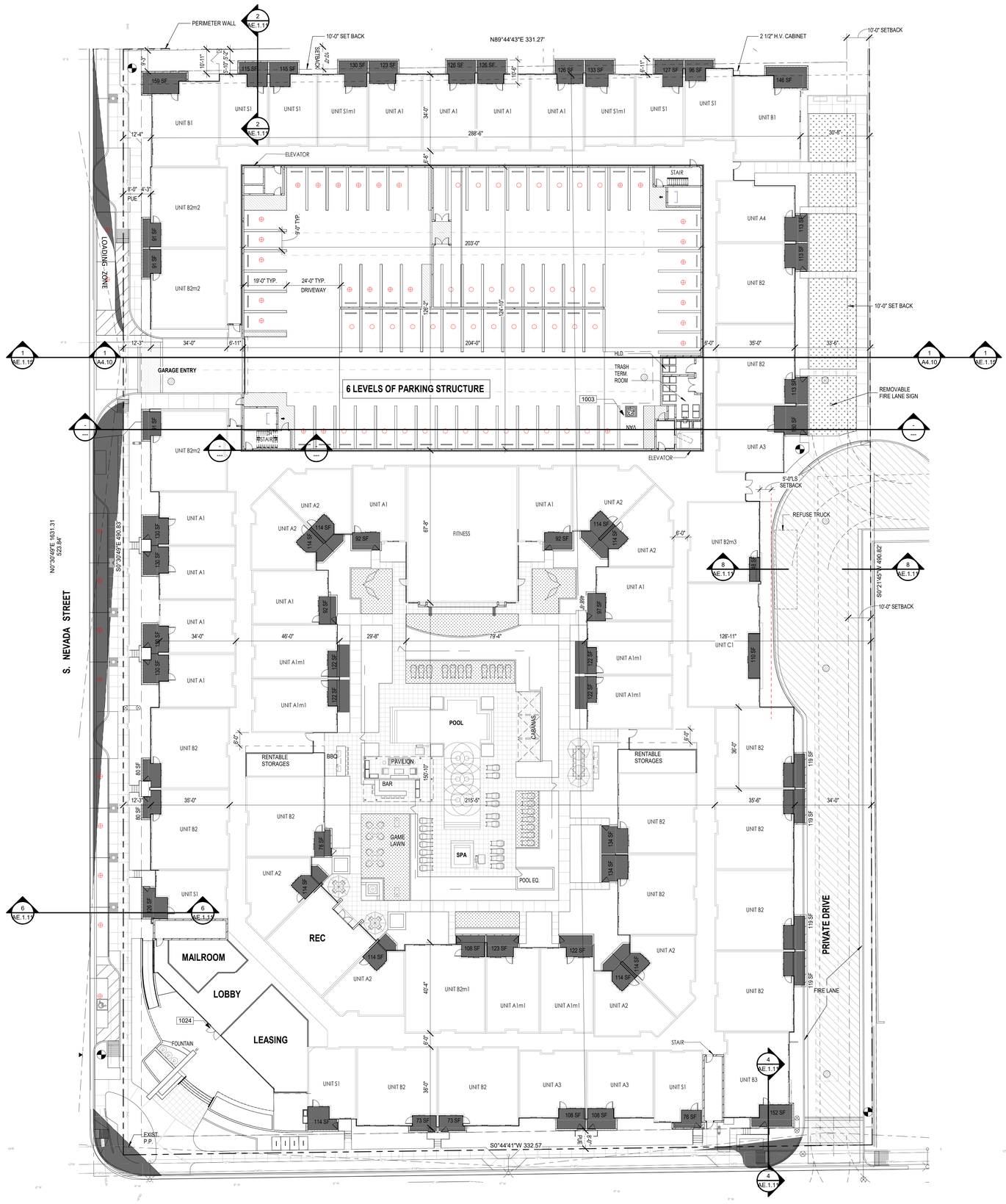
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EXHIBITS

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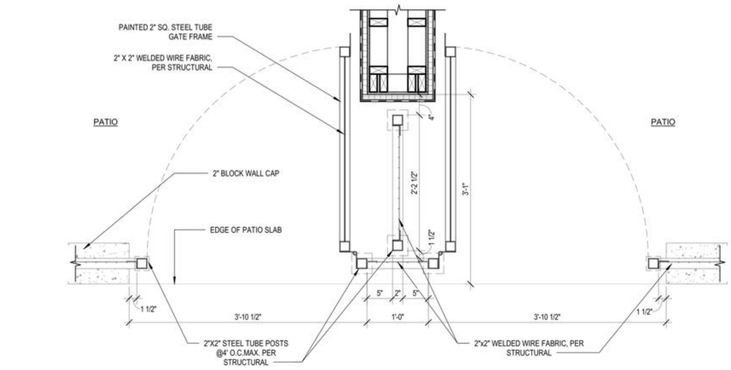
AE.1.11
PRELIMINARY SITE - PATIOS EXHIBIT

Autodesk Docs://23-201 GH Greyhawk Chandler/23-201 GH Greyhawk Chandler.rvt



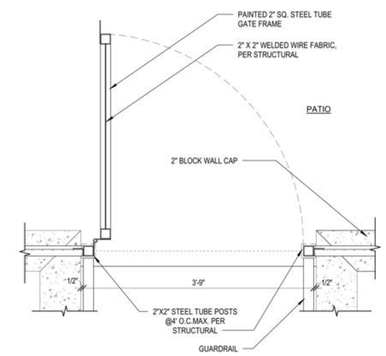
LEVEL L1 PATIO EXHIBIT

SCALE: 1" = 20'-0"



01 TYPICAL GUARDRAIL POST AT EXTERIOR WALL

SCALE: 1" = 1'-0"



02 TYPICAL GUARDRAIL POST AT EXTERIOR WALL

SCALE: 1" = 1'-0"

UNIT PATIO/BALCONY COMPARISON TABLE
PER 1902(7)(B) 1

UNIT NAME	BED/BATH	# OF UNITS	# OF PATIOS	PATIO SF (113.1 SF MIN.)	**AVERAGE PATIO SF	# OF BALC.	BALCONY SF (50.27SF MIN.)	**AVERAGE BALC. SF
STUDIO								
UNIT S1	0/1	28	7	127 SF.	110 SF.	21	51 SF.	56 SF.
UNIT S1m1	0/1	8	2	130 SF.	132 SF.	6	58 SF.	58 SF.
		36						
1 BEDROOM								
UNIT A1	1/1	48	12	124 SF.	116 SF.	36	53 SF.	53 SF.
UNIT A1m1	1/1	24	6	*122 SF.	*122 SF.	18	55 SF.	55 SF.
UNIT A2	1/1	32	10	*114 SF.	*114 SF.	22	68 SF.	68 SF.
UNIT A3	1/1	12	3	108 SF.	132 SF.	9	53 SF.	72 SF.
UNIT A4	1/1	1	1	113 SF.	113 SF.	0	NA	NA
		117						
2 BEDROOM								
UNIT B1	2/2	8	2	146 SF.	153 SF.	6	76 SF.	76 SF.
UNIT B2	2/2	58	13	*90 SF.	97 SF.	45	52 SF.	52 SF.
UNIT B2m1	2/2	4	1	*108 SF.	108 SF.	3	56 SF.	56 SF.
UNIT B2m2	2/2	12	3	91 SF.	91 SF.	9	56 SF.	56 SF.
UNIT B2m3	2/2	1	1	48 SF.	48 SF.	0	NA	NA
UNIT B3	2/2	4	1	152 SF.	152 SF.	3	82 SF.	84 SF.
UNIT B4	2/2	3	0	NA	NA	3	51 SF.	51 SF.
		90						
3 BEDROOM								
UNIT C1	3/2	10	1	100 SF.	100 SF.	9	100 SF.	100 SF.
		10						
TOTAL		253	63	6,959 SF.	**110 SF.**	190	12,643 SF.	**59 SF.**

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4. NA UNIT NOT EXISTING AT THIS LEVEL
5. (**) AVERAGE PATIO/BALCONY SF INCLUDES ALL EXISTING CONDITIONS. REFER TO EXHIBITS A1.11X, A3.10X-A3.12X.

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CHANDLER, AZ 85225

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YIELD STUDY

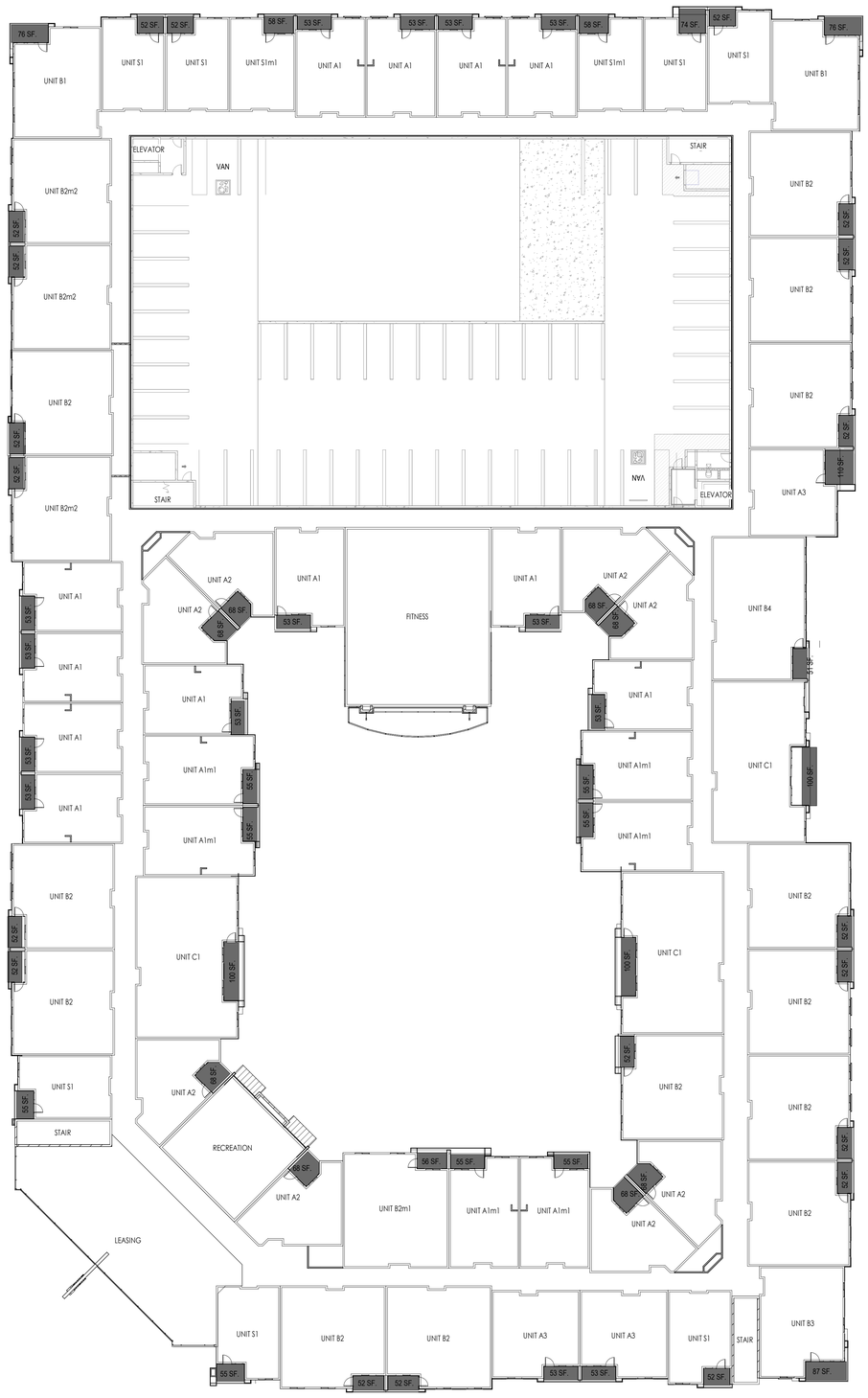
DATE: DECEMBER 14, 2023 ORB #: 23-201

AE.1.12

LEVEL L1 PATIOS EXHIBIT

12/13/2023 3:18:55 PM
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LEVEL L2 BALCONY EXHIBIT

SCALE: 1" = 20'-0"

UNIT PATIO/BALCONY COMPARISON TABLE
PER 1902(7)(B) 1

UNIT NAME	BED/BATH	# OF UNITS	# OF PATIOS	PATIO SF (113.1 SF MIN.)	**AVERAGE PATIO SF	# OF BALC.	BALCONY SF (50.27SF MIN.)	**AVERAGE BALC. SF
STUDIO								
UNIT S1	0/1	28	7	127 SF.	110 SF.	21	51 SF.	56 SF.
UNIT S1m1	0/1	8	2	130 SF.	132 SF.	6	58 SF.	58 SF.
		36						
1 BEDROOM								
UNIT A1	1/1	48	12	124 SF.	116 SF.	36	53 SF.	53 SF.
UNIT A1m1	1/1	24	6	*122 SF.	*122 SF.	18	55 SF.	55 SF.
UNIT A2	1/1	32	10	*114 SF.	*114 SF.	22	68 SF.	68 SF.
UNIT A3	1/1	12	3	108 SF.	132 SF.	9	53 SF.	72 SF.
UNIT A4	1/1	1	1	113 SF.	113 SF.	0	NA	NA
		117						
2 BEDROOM								
UNIT B1	2/2	8	2	146 SF.	153 SF.	6	76 SF.	76 SF.
UNIT B2	2/2	58	13	*80 SF.	97 SF.	45	52 SF.	52 SF.
UNIT B2m1	2/2	4	1	*108 SF.	108 SF.	3	56 SF.	56 SF.
UNIT B2m2	2/2	12	3	91 SF.	91 SF.	9	56 SF.	56 SF.
UNIT B2m3	2/2	1	1	48 SF.	48 SF.	0	NA	NA
UNIT B3	2/2	4	1	152 SF.	152 SF.	3	82 SF.	84 SF.
UNIT B4	2/2	3	0	NA	NA	3	51 SF.	51 SF.
		90						
3 BEDROOM								
UNIT C1	3/2	10	1	100 SF.	100 SF.	9	100 SF.	100 SF.
		10						
TOTAL		253	63	6,959 SF.	**110 SF.**	190	12,643 SF.	**59 SF.**

1. PRIVATE OPEN SPACES AT CONCRETE PATIOS & BALCONIES MUST PROVIDE CLEAR SPACE EQUAL TO 12-FEET IN DIAMETER (**113.1 S.F.** MINIMUM) ON GROUND FLOOR AND 8-FEET IN DIAMETER (**50.27 S.F.** MINIMUM) ON UPPER FLOOR. PLEASE PROVIDE DIMENSIONED TYPICAL UNIT FLOOR PLANS TO DEMONSTRATE COMPLIANCE. SEE SECTION 1902(7)(B) 1, ZONING CODE.
2. (*)PATIOS AT COURTYARD.
3. PATIOS AND BALCONIES AT TABLE SHOWS MINIMUM AREAS. SEE BUILDING PLAN FOR SPECIFIC BALCONY/PATIO SF. PER LOCATION.
4. NA UNIT NOT EXISTING AT THIS LEVEL
5. (**) AVERAGE PATIO/BALCONY SF INCLUDES ALL EXISTING CONDITIONS. REFER TO EXHIBITS A1.11X, A3.10X-A3.12X.

GRAYHAWK RESIDENCES AT CHANDLER

250 S. NEVADA STREET
CHANDLER, AZ 85225

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PRELIMINARY NOT FOR CONSTRUCTION



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CONTACT: CHARLES HUELLMANTEL

EXHIBITS

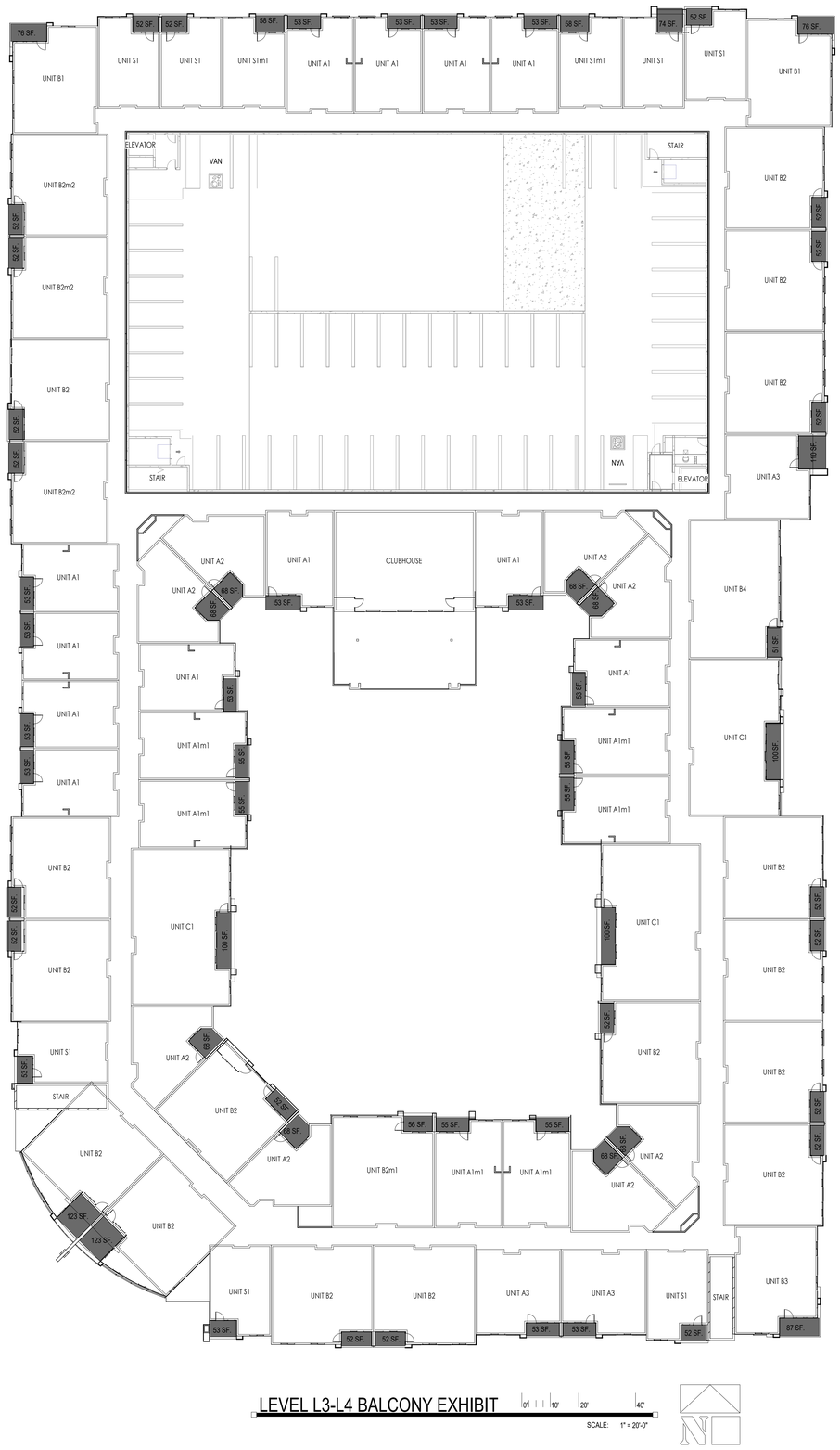
DATE: DECEMBER 14, 2023 ORB #: 23-201

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LEVEL L2 PATIOS EXHIBIT

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LEVEL L3-L4 BALCONY EXHIBIT

SCALE: 1" = 20'-0"

UNIT PATIO/BALCONY COMPARISON TABLE
PER 1902(7)(B) 1

UNIT NAME	BED/BATH	# OF UNITS	# OF PATIOS	PATIO SF (113.1 SF MIN.)	**AVERAGE PATIO SF	# OF BALC.	BALCONY SF (50.27SF MIN.)	**AVERAGE BALC. SF
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UNIT A4	1/1	1	1	113 SF.	113 SF.	0	NA	NA
		117						
2 BEDROOM								
UNIT B1	2/2	8	2	146 SF.	153 SF.	6	76 SF.	76 SF.
UNIT B2	2/2	58	13	*80 SF.	97 SF.	45	52 SF.	52 SF.
UNIT B2m1	2/2	4	1	*108 SF.	108 SF.	3	56 SF.	56 SF.
UNIT B2m2	2/2	12	3	91 SF.	91 SF.	9	56 SF.	56 SF.
UNIT B2m3	2/2	1	1	48 SF.	48 SF.	0	NA	NA
UNIT B3	2/2	4	1	152 SF.	152 SF.	3	82 SF.	84 SF.
UNIT B4	2/2	3	0	NA	NA	3	51 SF.	51 SF.
		90						
3 BEDROOM								
UNIT C1	3/2	10	1	100 SF.	100 SF.	9	100 SF.	100 SF.
		10						
TOTAL		253	63	6,959 SF.	**110 SF.**	190	12,643 SF.	**59 SF.**

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15113
Rich Barber
Expires 3/31/2026

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EXHIBITS

DATE: DECEMBER 14, 2023 ORB #: 23-201

AE.1.14

LEVEL L3 & L4 PATIOS EXHIBIT

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3/6/2023 9:02:02 AM

A - STUCCO FINISH - DUNN EDWARDS - DEHW03 - "COCNUT GROVE"

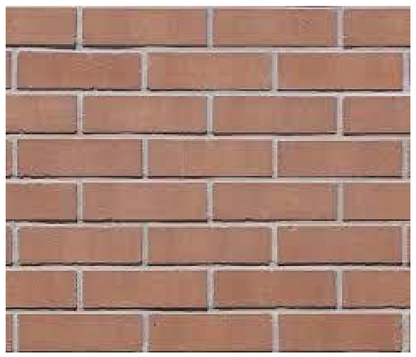


B - HARDIE PANEL - FINE SAND - "LAKE POWELL BLUE"

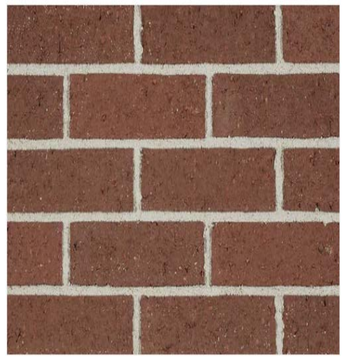
C - STUCCO FINISH - DUNN EDWARDS - DEC745 - "CHAPARRAL"



D - BOARD & BATTEN SIDING - HARDIE PANEL - "ARTIC WHITE"



E - BRICK VENEER - McNEAR - "TANGIERS"



E2 - BRICK VENEER - BELDEN - "ROYALTY RED"



G - MISC. METALS - DUNN EDWARDS - DE6378 - "JET" - MATTE



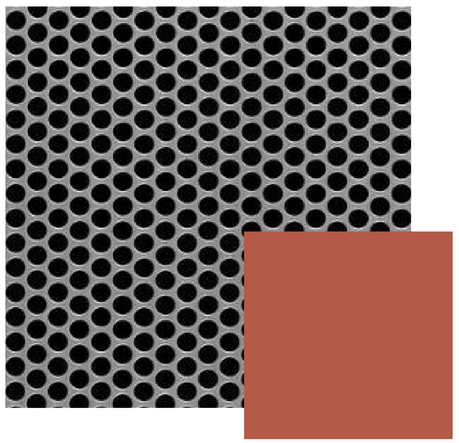
H - CORREGATED METAL ROOFING - WESTERN STATES ROOFING - MATTE ZINC METALIC



ALUMINUM DOOR/ WINDOW FRAMES - "DARK BRONZE"



F - BRICK VENEER / CMU - BELDEN - "DURANGO"



I - PERFORATED METAL PANEL - # 1614511241 MCNICHOLS 1/4" ROUND 58% OPEN AREA - DE5153 "IRON ORE"



J - METAL PANEL - DEA106 "CONTRAST RED"



K - FOLDING PANEL WALL

GRAYHAWK RESIDENCES AT CHANDLER

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REVISIONS/ SUBMITTALS

DATE	DESCRIPTION

REZONING/ PDP SUBMITTAL

DATE: DECEMBER 14, 2023 ORB #: 23-201

MATERIAL BOARD

Autodesk Docs://23-201 GH Grayhawk Chandler/23-201 GH Grayhawk Chandler.rvt

LANDSCAPE PLAN INFORMATION

Total Site Area	162,880 S.F.	3.74 Acres
Total Building Area	110,840 S.F.	68% of Total Site Area
Total Landscape Area	29,150 S.F.	18% of Total Site Area
Total Parking Area	NA	NA of Total Site Area
Landscape in Parking	NA	NA
Total Turf Area	1,625 S.F.	6% of Total Landscape Area
Shrubs/Groundcovers	16,112 S.F.	55% of Total Landscape Area
Inorganic/Granite	27,525 S.F.	94% of Total Landscape Area

CITY OF CHANDLER

PLANT TYPE	MINIMUM PLANTING SIZE
Trees (for non-commercial development)	15-gallon (50% of required trees) 24-inch box (50% of required trees)
Trees (quantities that exceed minimum code standards)	15-gallon
Shrubs	5-gallon
Ground Cover	1-gallon
Vines	1-gallon
Annuals	4-inch pots or flats

CITY OF CHANDLER NOTES

1. ALL SITE IMPROVEMENTS, INCLUDING LANDSCAPE AND SITE CLEANUP, MUST BE COMPLETED PRIOR TO CERTIFICATE OF OCCUPANCY FOR ANY BUILDING WITHIN A PHASE.

2. NO OBSTRUCTIONS TO VIEW SHALL BE ERECTED, CONSTRUCTED OR PARKED WITHIN THE SIGHT VISIBILITY AREA, ALL TREES WITHIN THE LINE OF SIGHT WILL MAINTAIN A CANOPY HEIGHT ABOVE 6' CURB ELEVATION, ALL SHRUBS IN THIS AREA MAY NOT REACH A MATURE HEIGHT OVER 24".

3. ALL PLANT MATERIALS ARE GUARANTEED FOR A MINIMUM PERIOD OF SIXTY (60) DAYS FROM THE DATE OF FINAL APPROVAL BY THE CITY. ANY PLANT MATERIALS, WHICH ARE NOT APPROVED BY THE CITY PRIOR TO OCTOBER 1 OF THE CALENDAR YEAR IN WHICH THEY ARE INSTALLED, SHALL BE FURTHER GUARANTEED UNTIL MAY 20 OF THE FOLLOWING CALENDAR YEAR.

4. TREES, SHRUBS, VINES, GROUND COVER AND TURF THAT HAVE TO BE REPLACED UNDER TERMS OF THE GUARANTEE, SHALL BE GUARANTEED FOR AN ADDITIONAL 60 DAYS FROM THE DATE OF REPLACEMENT.

5. ALL PLANT MATERIALS MUST BE MAINTAINED IN HEALTH AND VIGOR AND BE ALLOWED TO ATTAIN NATURAL SIZE AND SHAPE IN ACCORDANCE WITH THE ORIGINALLY APPROVED LANDSCAPE PLAN. SEE SECTION 1902 (6XH).

6. PARKING LOT TREES MUST HAVE A MINIMUM CLEAR CANOPY DISTANCE OF 8'. SEE SECTION 1903(6XCX4).

7. ALL LANDSCAPE AREAS SHALL BE GRADED SO THAT FINISHED GRADE SURFACES OF ALL NONLIVING MATERIALS (I.E. DECOMPOSED GRANITE, CRUSHED ROCK, MULCH, ETC.) ARE ONE AND ONE HALF (1 1/2) INCHES BELOW CONCRETE OR OTHER PAVED SURFACES. SEE SECTION 1903(6XCX11), ZONING CODE.

8. TREES MUST BE PLACED A MINIMUM OF 8' FROM SIDEWALKS AND PUBLIC ACCESS-WAYS. SHRUBS MUST BE, AT MATURITY, 3' FROM ALL SIDES OF A FIRE HYDRANT, PIV OR FDC. SEE SECTION 1903(6XJX1), ZONING CODE.

9. ALL LANDSCAPING SHALL BE MAINTAINED BY THE LANDOWNER OR THE LESSOR IN COMPLIANCE WITH THE ZONING CODE. SEE SECTION 1903(6XH), ZONING CODE.

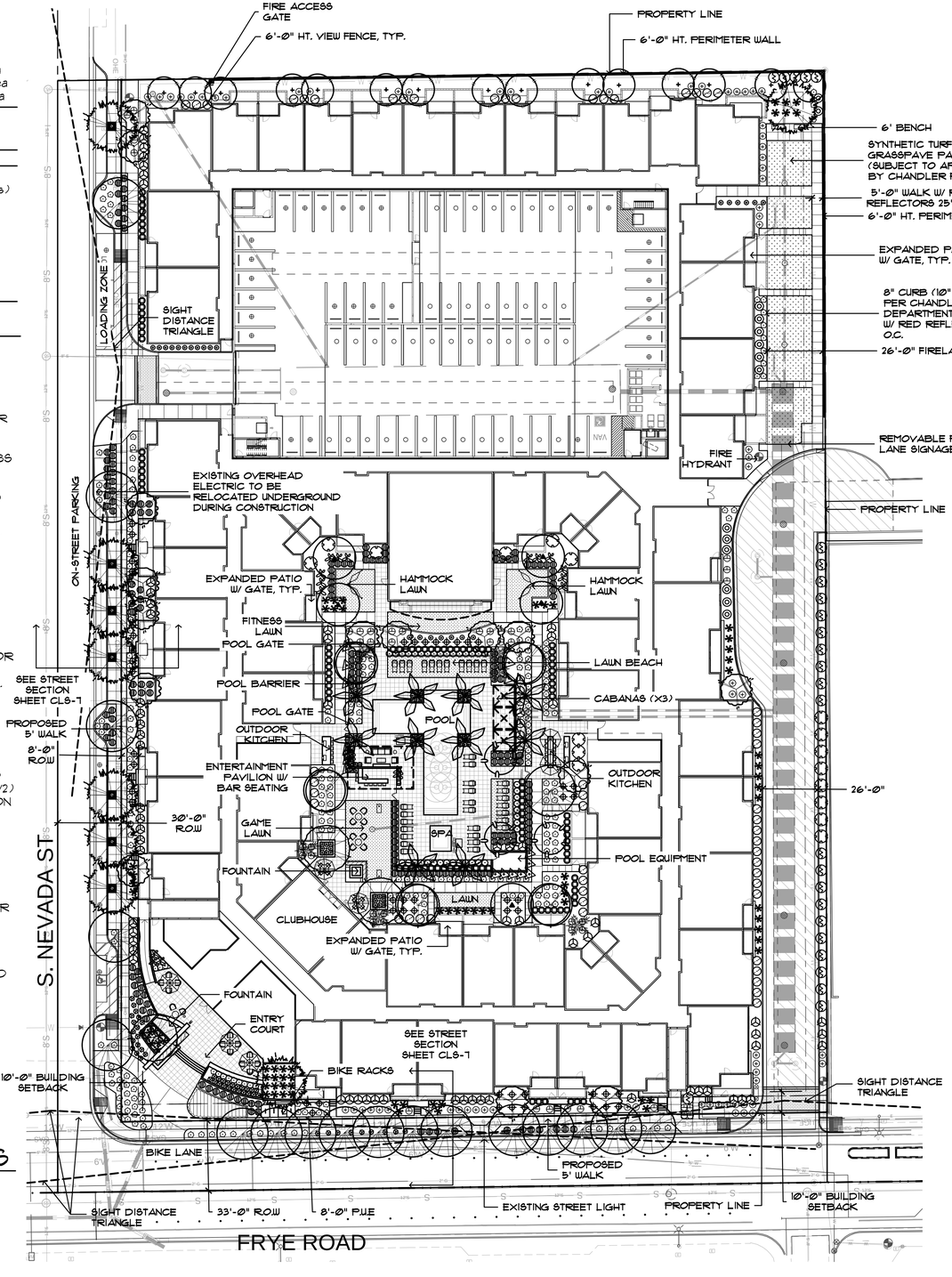
10. THERE SHALL BE NO OBSTRUCTION OF SITE SIGNAGE BY LANDSCAPE PLANT MATERIAL, AND THAT SUCH MUST BE RELOCATED AND/OR CORRECTED BEFORE THE FIELD INSPECTION WILL ACCEPT/PASS THE SIGN IN THE FIELD OR ISSUE A CERTIFICATE OF OCCUPANCY FOR A PROJECT.

11. ALL TRANSFORMER BOXES, METER PANELS AND ELECTRIC EQUIPMENT, BACKFLOW DEVICES OR ANY OTHER UTILITY EQUIPMENT NOT ABLE OR REQUIRED TO BE SCREENED BY LANDSCAPING OR WALLS, SHALL BE PAINTED TO MATCH THE BUILDING COLOR.

12. ALL WALLS OVER 7' IN HEIGHT, SITE LIGHTING, SIGNAGE, RAMADAS AND SHADE STRUCTURES REQUIRE SEPARATE SUBMITTAL AND PERMITS.

CONCEPTUAL GENERAL NOTES

1. CONCEPTUAL LANDSCAPE PLAN IS SCHEMATIC IN NATURE. AT THE TIME OF LANDSCAPE CONSTRUCTION DRAWINGS ACTUAL LOCATIONS, QUANTITIES, SIZES, AND SPECIES SHALL BE DETERMINED AND WILL BE PER CITY CODES.
2. ALL TREES USED WITHIN THIS PROJECT SHALL BE NURSERY GROWN. EXACT LOCATIONS AND QUANTITIES SHALL BE DETERMINED ON LANDSCAPE CONSTRUCTION DRAWINGS. ALL EXISTING TREES SHALL BE PROTECTED DURING CONSTRUCTION.
3. ALL LANDSCAPE AREAS SHALL RECEIVE AN AUTOMATIC IRRIGATION SYSTEM.
4. ALL PLANT MATERIAL SHALL BE INSTALLED PER CITY REQUIREMENTS. PLANT MATERIAL INSTALLED WITHIN SIGHT DISTANCE TRIANGLES SHALL BE OF A SPECIES THAT DOES NOT GROW TO A HEIGHT OF MORE THAN 30" AND SHALL BE MAINTAINED PER CITY REQUIREMENTS.
5. ALL NON-TURF AREAS SHALL RECEIVE A 2" DEPTH OF DECOMPOSED GRANITE.
6. ALL EARTHWORK WILL BE DONE TO DRAIN AWAY FROM SIDEWALKS AND STRUCTURES.
7. ADDITIONAL PLANT MATERIAL MAY BE INTRODUCED AS DIFFERENT VARIETIES BECOME AVAILABLE THROUGH LOCAL NURSERIES AND IF THEY ARE CONSISTENT WITH THE OVERALL THEME OF THIS PROJECT.



CONCEPTUAL LANDSCAPE PLAN

SCALE: 1"=30'-0"

0 5' 10' 20' 40'

NORTH

PLANT SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	H'xW'xC"	SIZE	QTY	COMMENTS
TREES						
	Acacia willardiana	Palo Blanco	6'x2'x.5"	24" Gal.	15	Standard Trunk Dense Canopy
	Caesalpinia gilliesii	Yellow Bird of Paradise	6'x3.5'x1.0"	24" Box	15	Multi Trunk Dense Canopy
	Olea europaea 'Wilsonii'	Fruitless Olive	8'x5'x2.5"	48" Box	3	Multi Trunk Dense Canopy
	Phoenix dactylifera	Date Palm		20' C.T.H.	10	Matching Form Diamond Cut
	Pistacia 'Red Push'	Red Push Pistache	10'x5'x1.75"	36" Box	5	Standard Trunk Dense Canopy
*	Pistacia 'Red Push'	Red Push Pistache	14'x8'x3"	48" Box	9	Standard Trunk Dense Canopy
	Quercus virginiana 'Heritage'	Southern Live Oak	10'x5'x1.75"	36" Box	5	Standard Trunk Dense Canopy
*	Quercus virginiana 'Heritage'	Southern Live Oak	14'x6'x3"	48" Box	18	Standard Trunk Dense Canopy
	Sophora secundiflora	Texas Mountain Laurel	6'x4'x2"	36" Box	3	Multi Trunk Dense Canopy

*Note: All trees planted in sight distance triangles need to be trimmed to 6' minimum clearance above adjacent finished grade at time of installation.

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY	COMMENTS
ACCENTS & VINES					
	Aloe X 'Blue Elf'	Blue Elf Aloe	5-Gal	94	As Per Plan
	Aloe barbedensis	Medicinal Aloe (Orange)	5-Gal	80	As Per Plan
	Bignonia caprelata 'Tangerine Beauty'	Tangerine Beauty	15-Gal	16	As Per Plan
	Chamaerops humilis	Mediterranean Fan Palm	24"-Box	6	As Per Plan
	Hesperaloe parviflora	Yellow Yucca	5-Gal	49	As Per Plan
	Hesperaloe hybrid 'Brakelights'	Dwarf Red Yucca	5-Gal	47	As Per Plan
	Pedilanthus macrocarpus	Lady Slipper Plant	5-Gal	21	As Per Plan
	Portulacaria afra	Elephant Food	5-Gal	4	As Per Plan
SHRUBS					
	Dodonaea viscosa 'Purpurea'	Purple Hopseed Bush	15-Gal	26	84" Min. Height Per Zoning Requirement
	Eremophila hygrophana	Blue Bells	5-Gal	195	As Per Plan
	Leucophyllum frutescens 'Lynns Legacy'	Lynn's Legacy Sage	5-Gal	14	As Per Plan
	Myrtus compacta	Dwarf Myrtle	5-Gal	106	As Per Plan
	Ruellia peninsularis	Baja Ruellia	5-Gal	67	As Per Plan
	Tecoma hybrid 'Bells of Fire'	Bells of Fire	5-Gal	72	As Per Plan
	Tecoma hybrid 'Orange Jubilee'	Orange Jubilee	15-Gal	17	84" Min. Height Per Zoning Requirement
GROUND COVERS					
	Callistemon 'Little John'	Dwarf Bottlebrush	1-Gal	68	As Per Plan
	Lantana x 'New Gold'	New Gold Lantana	1-Gal	38	As Per Plan
	Lantana montevidensis	Purple Trailing Lantana	1-Gal	48	As Per Plan
	Eremophila maculata	Outback Sunrise	1-Gal	250	As Per Plan
	Seasonal Annuals	Seasonal Annuals	4" Pots	322	8" On Center

MISCELLANEOUS

DG	Decomposed Granite - (Size: ½" Screened - Color: Mahogany) 2" depth in all planting areas (typ) - ±25,750 S.F.
SYNTHETIC TURF	Synthetic Turf - EasyTurf Revolution Olive Lush or equal - ±2,750 S.F.
SYN TURF @ GRASSPAVE	Synthetic turf over Grasspave Permeable Pavers in Fire Lane w/ compacter base to meet Fire Lane Requirement (Per Chandler FD Detail 43) ±2,700 S.F.
	4" Extruded Concrete Header- QTY: ±360 LIN. FT.

NOTES:
NOTES: All trees shall comply with the latest amended edition of the "Arizona Nursery Association – Recommended Tree Specifications". See Section 1903(6Xa), Zoning Code.

PLANT QUANTITY SCHEDULE

LOCATION	REQUIRED	PROVIDED
COMMON OPEN SPACE	1 24" Box Tree/6 Shrubs per 1,000 SF	
TREES	18	20
SHRUBS	132	555
RIGHT-OF-WAY	1 Tree/6 Shrubs per 25 LF	
TREES	34	39
SHRUBS	198	280
*PARKING AREAS	1 Tree/5 Shrubs per Planter	
TREES	4	4
SHRUBS	20	20

*ADDITIONAL NOTE: Parking area plant quantities include off site islands at street parking along S. Nevada Street

STREET FRONTAGE REQ.

LOCATION		REQUIRED	PROVIDED
E. Frye Road		1 Tree/6 Shrubs per 30 LF	
(332 L.F.)	TREES	12	14
	SHRUBS	67	100
S. Nevada Street		1 Tree/6 Shrubs per 30 LF	
(490 L.F.)	TREES	17	20
	SHRUBS	98	152

COLLABORATIVE DESIGN STUDIO
Collaborative V Design Studio Inc.
7116 East 1st Ave., Suite 103
Scottsdale, Arizona 85251
office: 480-347-0590
fax: 480-656-6012

Registered Landscape Architect
CERTIFICATE NO. 45497
MATTHEW PAUL PRINGER
ARIZONA, U.S.A.

EXPIRES 06 / 30 / 2025

LANDSCAPE IMPROVEMENTS

GRAYHAWK RESIDENCE AT CHANDLER

250 S. NEVADA STREET - CHANDLER, ARIZONA 85225

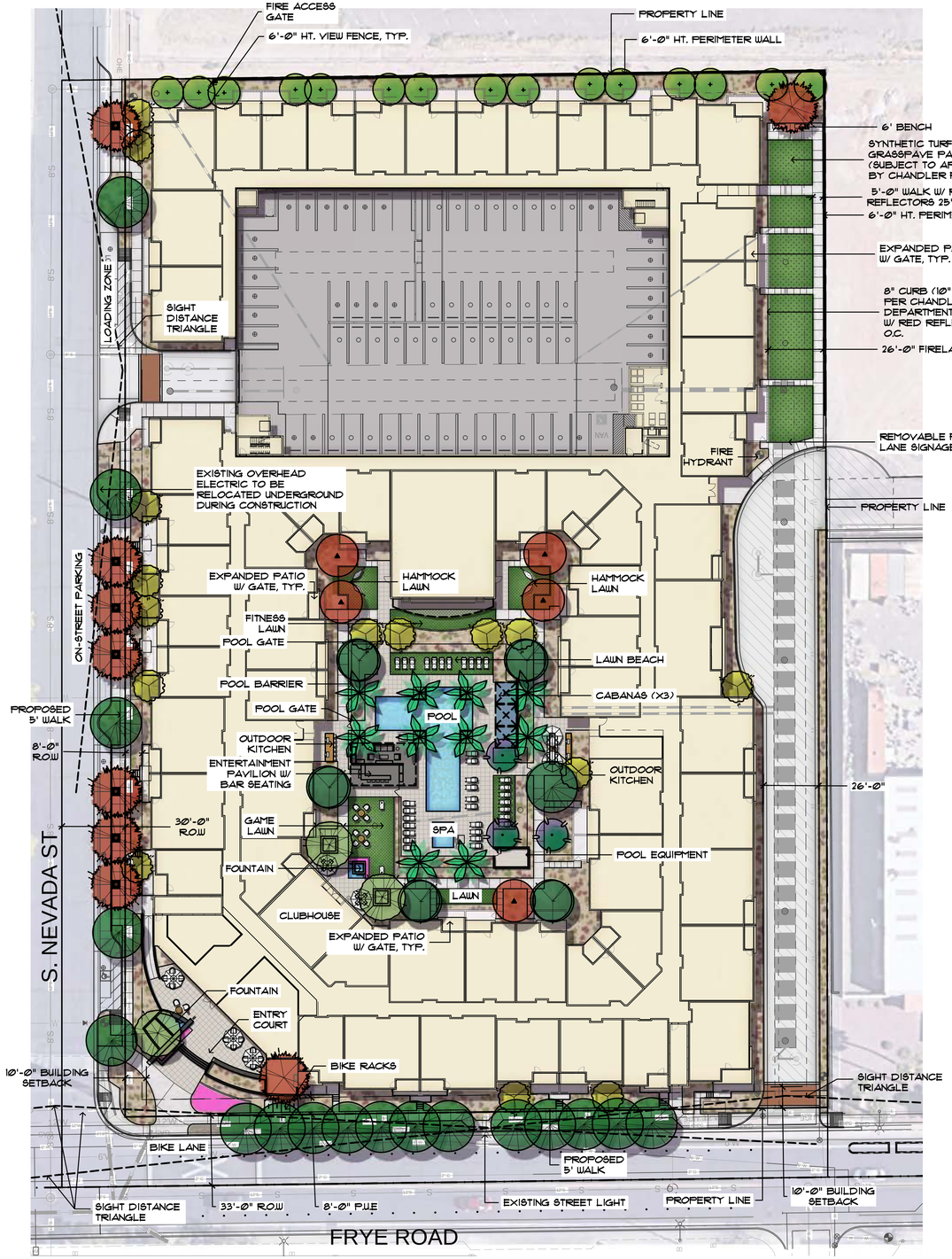
CONCEPTUAL LANDSCAPE PLAN

DESIGNED BY: PV/SH
DRAWN BY: SH/HR
CHECKED BY: PV/MD
DATE: MAY 9, 2023
REVISIONS: CITY COMMENTS OCTOBER 5, 2023
SITE PLAN REVISION OCTOBER 17, 2023
SITE PLAN REVISION DECEMBER 14, 2023

GRAYHAWK RESIDENCES AT CHANDLER

CLS-1

1 OF 8



RENDERED LANDSCAPE PLAN

SCALE: 1"=30'-Ø"

0 5' 10' 20' 40'

NORTH

PLANT SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	H'xW'xC"	SIZE	QTY	COMMENTS
	TREES					
	Acacia willardiana	Palo Blanco	6'x2'x.5"	24" Gal.	15	Standard Trunk Dense Canopy
	Caesalpinia gilliesii	Yellow Bird of Paradise	6'x3.5'x1.Ø"	24" Box	15	Multi Trunk Dense Canopy
	Olea europaea 'Wilsonii'	Fruitless Olive	8'x5'x2.5"	48" Box	3	Multi Trunk Dense Canopy
	Phoenix dactylifera	Date Palm		20' C.T.H.	10	Matching Form Diamond Cut
	Pistacia 'Red Push'	Red Push Pistache	10'x5'x1.75"	36" Box	5	Standard Trunk Dense Canopy
*	Pistacia 'Red Push'	Red Push Pistache	14'x8'x3"	48" Box	9	Standard Trunk Dense Canopy
	Quercus virginiana 'Heritage'	Southern Live Oak	10'x5'x1.75"	36" Box	5	Standard Trunk Dense Canopy
*	Quercus virginiana 'Heritage'	Southern Live Oak	14'x6'x3"	48" Box	18	Standard Trunk Dense Canopy
	Sophora secundiflora	Texas Mountain Laurel	6'x4'x2"	36" Box	3	Multi Trunk Dense Canopy

* Note: All trees planted in sight distance triangles need to be trimmed to 6' minimum clearance above adjacent finished grade at time of installation.

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY	COMMENTS
	ACCENTS & VINES				
	Aloe X 'Blue Elf'	Blue Elf Aloe	5-Gal	94	As Per Plan
	Aloe barbedensis	Medicinal Aloe (Orange)	5-Gal	80	As Per Plan
	Bignonia capreolata 'Tangerine Beauty'	Tangerine Beauty	15-Gal	16	As Per Plan
	Chamaerops humilis	Mediterranean Fan Palm	24"-Box	6	As Per Plan
	Hesperaloe parviflora	Yellow Yucca	5-Gal	49	As Per Plan
	Hesperaloe hybrid 'Brakelights'	Dwarf Red Yucca	5-Gal	47	As Per Plan
	Pedilanthus macrocarpus	Lady Slipper Plant	5-Gal	21	As Per Plan
	Portulacaria afra	Elephant Food	5-Gal	4	As Per Plan
	SHRUBS				
	Dodonaea viscosa 'Purpurea'	Purple Hopseed Bush	15-Gal	26	84" Min. Height Per Zoning Requirement
	Eremophila hygrophana	Blue Bells	5-Gal	195	As Per Plan
	Leucophyllum frutescens 'Lynns Legacy'	Lynn's Legacy Sage	5-Gal	14	As Per Plan
	Myrtus compacta	Dwarf Myrtle	5-Gal	106	As Per Plan
	Ruellia peninsularis	Baja Ruellia	5-Gal	67	As Per Plan
	Tecoma hybrid 'Bells of Fire'	Bells of Fire	5-Gal	72	As Per Plan
	Tecoma hybrid 'Orange Jubilee'	Orange Jubilee	15-Gal	17	84" Min. Height Per Zoning Requirement
	GROUND COVERS				
	Callistemon 'Little John'	Dwarf Bottlebrush	1-Gal	68	As Per Plan
	Lantana x 'New Gold'	New Gold Lantana	1-Gal	38	As Per Plan
	Lantana montevidensis	Purple Trailing Lantana	1-Gal	48	As Per Plan
	Eremophila maculata	Outback Sunrise	1-Gal	250	As Per Plan
	Seasonal Annuals	Seasonal Annuals	4" Pots	322	8" On Center

MISCELLANEOUS

DG	Decomposed Granite - (Size: ½" Screened - Color: Mahogany) 2" depth in all planting areas (typ) - ±25,750 SF.
SYNTHETIC TURF	Synthetic Turf - EasyTurf Revolution Olive Lush or equal - ±2,750 SF.
SYN TURF.* GRASSPAVE	Synthetic turf over Grasspave Permeable Pavers in Fire Lane w/ compacter base to meet Fire Lane Requirement (Per Chandler FD Detail 43) ±2,700 SF.
	4" Extruded Concrete Header - QTY: ±360 LIN. FT.

NOTES:
NOTES: All trees shall comply with the latest amended edition of the "Arizona Nursery Association - Recommended Tree Specifications". See Section 1803(6)(a), Zoning Code.

COLLABORATIVE DESIGN STUDIO

Collaborative V Design Studio Inc.
7116 East 1st Ave., Suite 103
Scottsdale, Arizona 85251
office: 480-347-0590
fax: 480-656-6012

Registered Landscape Architect
CERTIFICATE NO. 46487
MATTHEW PAUL PRINGER
ARIZONA, U.S.A.

EXPIRES 06 / 30 / 2025

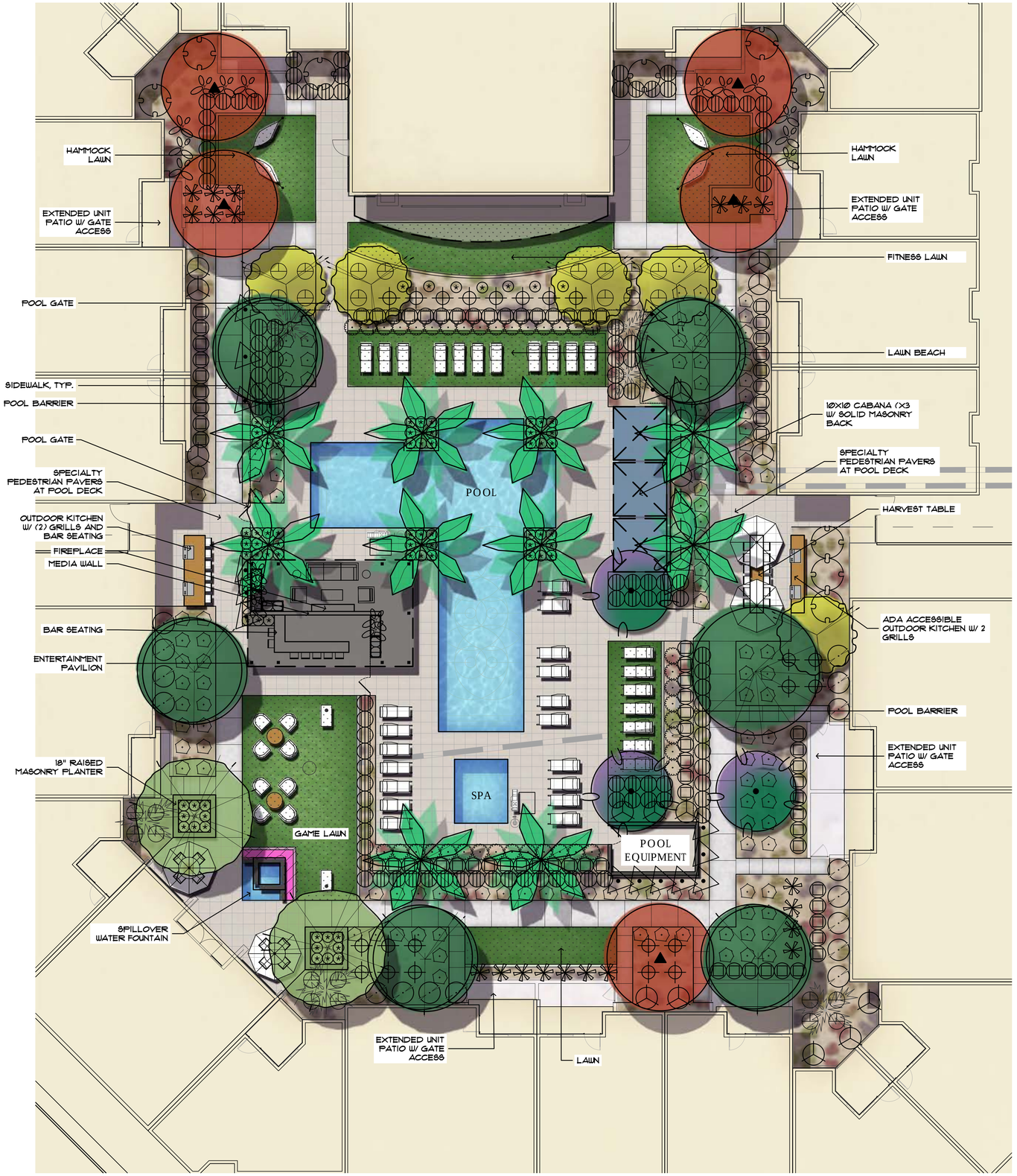
LANDSCAPE IMPROVEMENTS
GRAYHAWK RESIDENCE AT CHANDLER
250 S. NEVADA STREET - CHANDLER, ARIZONA 85225

RENDERED LANDSCAPE PLAN

DESIGNED BY: PV/SH
DRAWN BY: SH/HR
CHECKED BY: PV/MD
DATE: MAY 9, 2023
REVISIONS: CITY COMMENTS OCTOBER 5, 2023
SITE PLAN REVISION OCTOBER 17, 2023
SITE PLAN REVISION DECEMBER 14, 2023

GRAYHAWK RESIDENCES AT CHANDLER

CLS-2



COURTYARD ENLARGEMENT

SCALE: 1"=10'-0"

0 5' 10' 20'

NORTH

PLANT SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	H'xW'xC"	SIZE	QTY	COMMENTS
	TREES					
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MISCELLANEOUS

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SYN TURF.@ GRASSPAVE — Synthetic turf over Grasspave Permeable Pavers in Fire Lane w/ compacter base to meet Fire Lane Requirement (Per Chandler FD Detail 43) ±2,700 SF.

4" Extruded Concrete Header - QTY: ±360 LIN. FT.

NOTES:
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Registered Landscape Architect
CERTIFICATE NO. 45487
MATTHEW PAUL DRAPER
ARIZONA, U.S.A.

EXPIRES 06 / 30 / 2025

LANDSCAPE IMPROVEMENTS

GRAYHAWK RESIDENCE AT CHANDLER

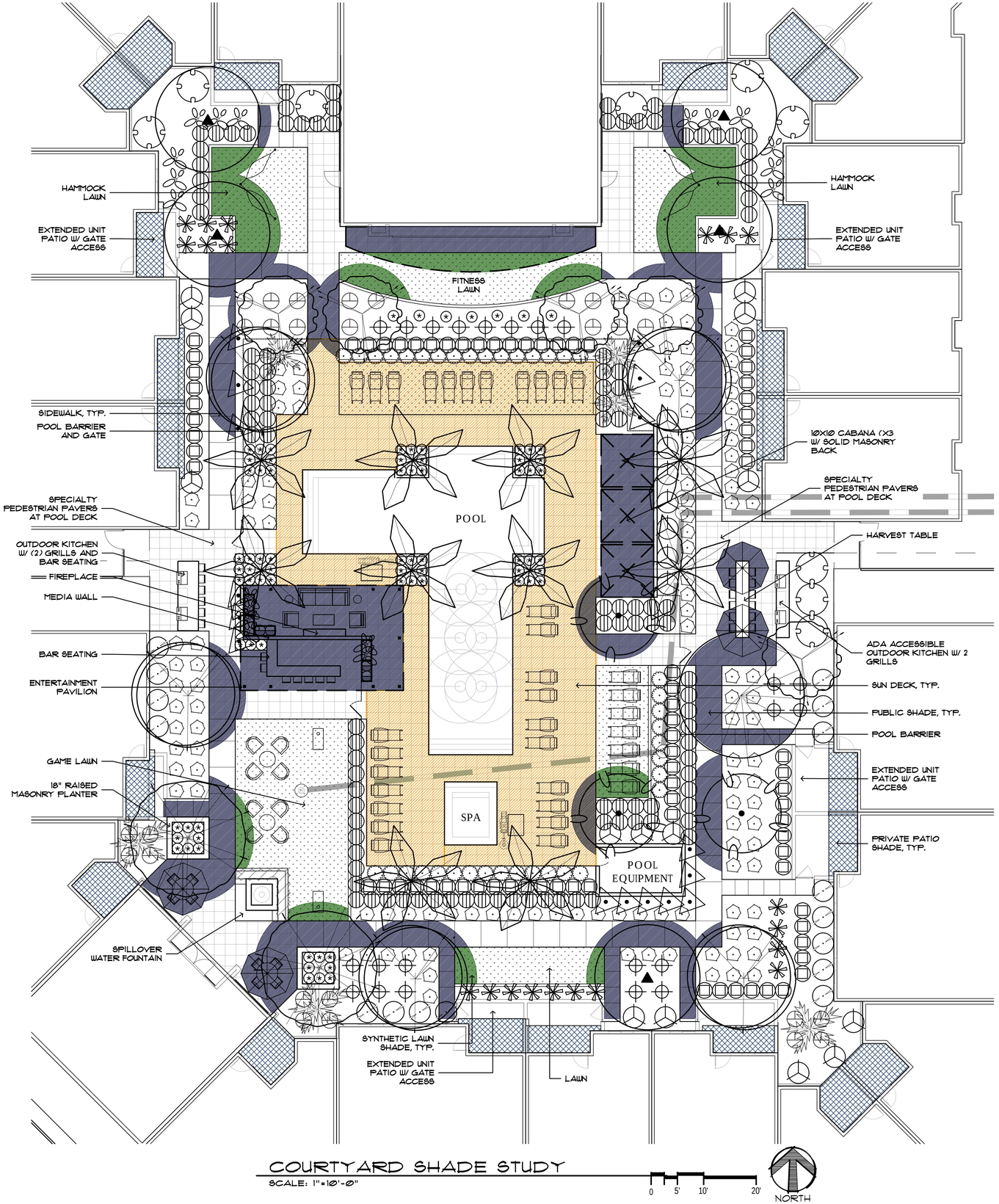
250 S. NEVADA STREET - CHANDLER, ARIZONA 85225

COURTYARD ENLARGEMENT

DESIGNED BY: PV/SH
DRAWN BY: SH/HR
CHECKED BY: PV/MD
DATE: MAY 9, 2023
REVISIONS: CITY COMMENTS OCTOBER 5, 2023
SITE PLAN REVISION OCTOBER 17, 2023
SITE PLAN REVISION DECEMBER 14, 2023

GRAYHAWK RESIDENCES AT CHANDLER

CLS-3



COURTYARD SHADE STUDY

SCALE: 1"=10'-0"

0 5' 10' 20'

NORTH

PUBLIC SHADE STUDY DATA TABLE

PUBLIC WALKS/PATIOS/POOL DECK AREA	9,570 SQ. FT.
SYNTHETIC LAWN AREA	2,750 SQ. FT.
TOTAL HARDSCAPE AREA	12,320 SQ. FT.
PUBLIC WALKS/PATIOS/POOL DECK SHADE	2,965 SQ. FT. (31%)
SYNTHETIC LAWN SHADE	765 SQ. FT. (29%)
TOTAL HARDSCAPE SHADE	3,730 SQ. FT. (30%)

PUBLIC SHADE STUDY DATA TABLE 2*

PUBLIC WALKS/PATIOS/POOL DECK AREA	6,975 SQ. FT.
SYNTHETIC LAWN AREA	2,265 SQ. FT.
TOTAL HARDSCAPE AREA	9,240 SQ. FT.
PUBLIC WALKS/PATIOS/POOL DECK SHADE	2,965 SQ. FT. (43%)
SYNTHETIC LAWN SHADE	765 SQ. FT. (34%)
TOTAL HARDSCAPE SHADE	3,730 SQ. FT. (40%)
*TABLE 2 EXCLUDED 3,080 SQ. FT. SUN DECK INSIDE POOL AREA	

PRIVATE SHADE STUDY DATA TABLE

1ST FLOOR INTERIOR UNIT PATIO AREA	2,108 SQ. FT.
1ST FLOOR INTERIOR UNIT PATIO SHADE	1,714 SQ. FT. (81%)

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45497
MATTHEW PAUL
DRAGER
ARIZONA, U.S.A.
12-14-23

EXPIRES 06 / 30 / 2025

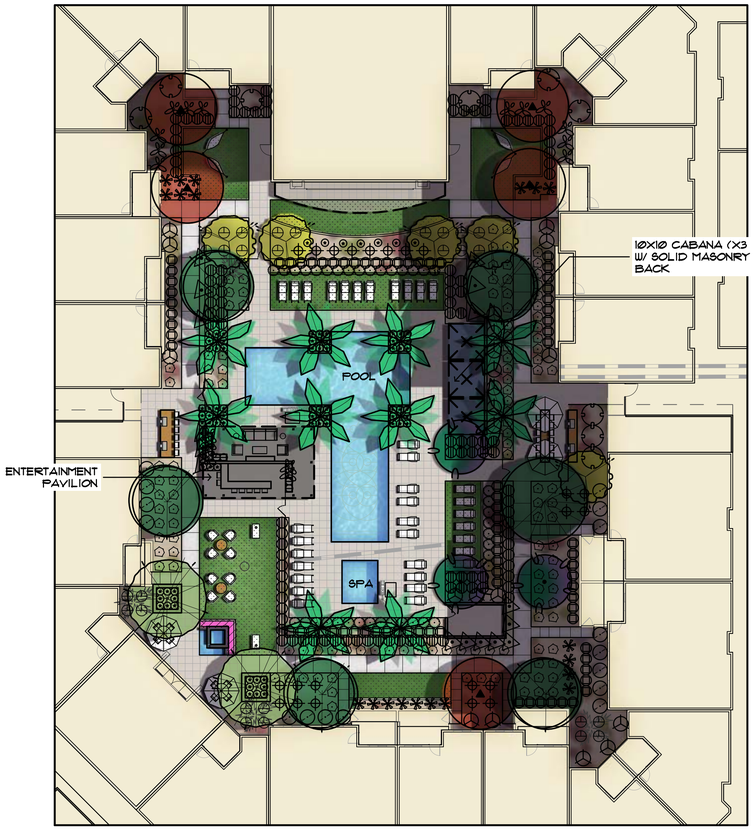
LANDSCAPE IMPROVEMENTS
GRAYHAWK RESIDENCE AT CHANDLER
250 S. NEVADA STREET - CHANDLER, ARIZONA 85225

COURTYARD SHADE STUDY

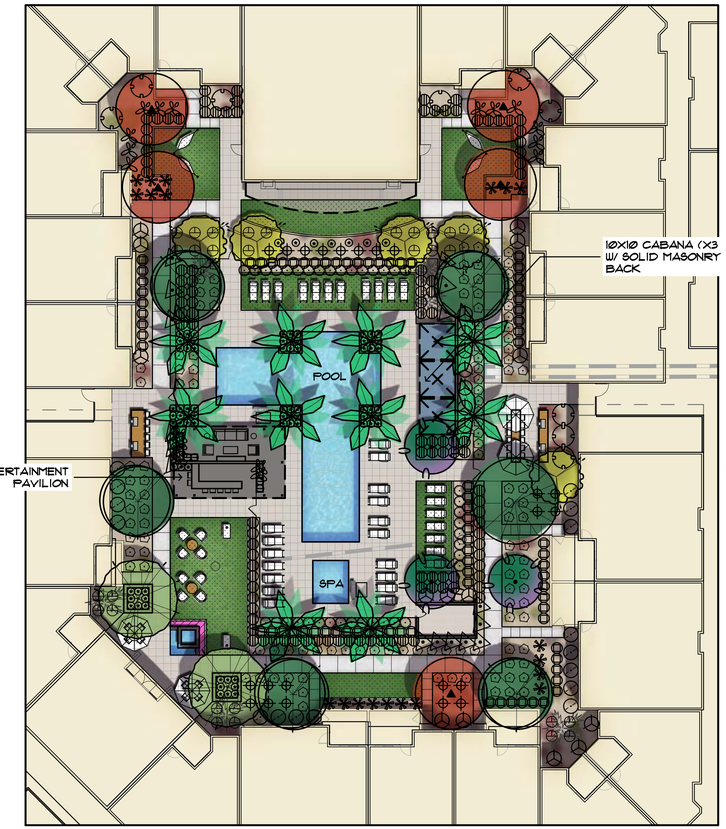
DESIGNED BY: PV/SH
DRAWN BY: SH/HR
CHECKED BY: PV/MD
DATE: MAY 9, 2023
REVISIONS: CITY COMMENTS OCTOBER 5, 2023
SITE PLAN REVISION OCTOBER 17, 2023
SITE PLAN REVISION DECEMBER 14, 2023

GRAYHAWK RESIDENCES AT CHANDLER

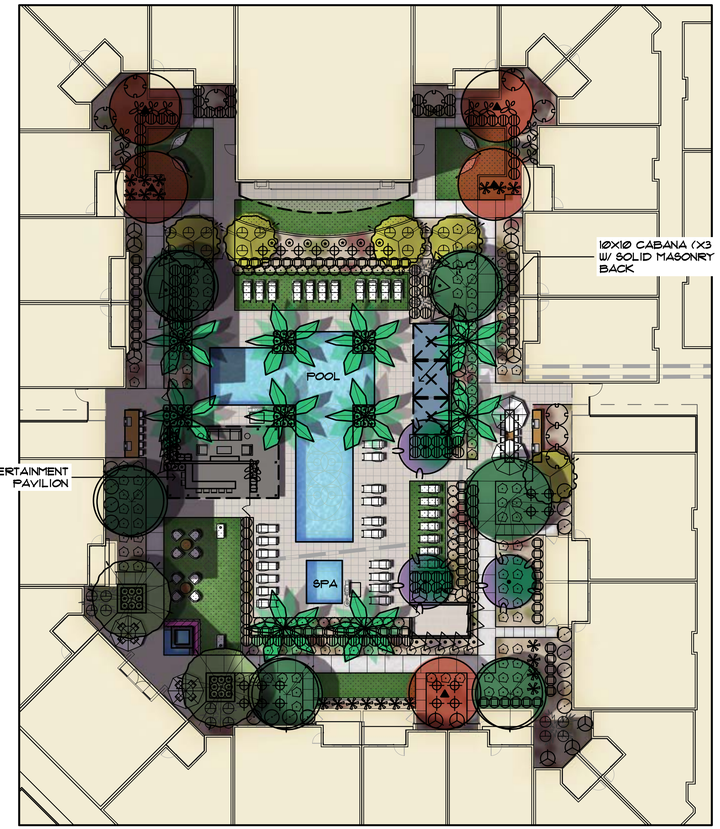
CLS-4



9:00 AM



NOON



3:00 PM

COURTYARD SHADE STUDY (INCLUDING BUILDING)

SCALE: 1"=20'-0"

0 5' 10' 20' 40'

NORTH

COLLABORATIVE DESIGN STUDIO

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LANDSCAPE IMPROVEMENTS

GRAYHAWK RESIDENCE AT CHANDLER

250 S. NEVADA STREET - CHANDLER, ARIZONA 85225

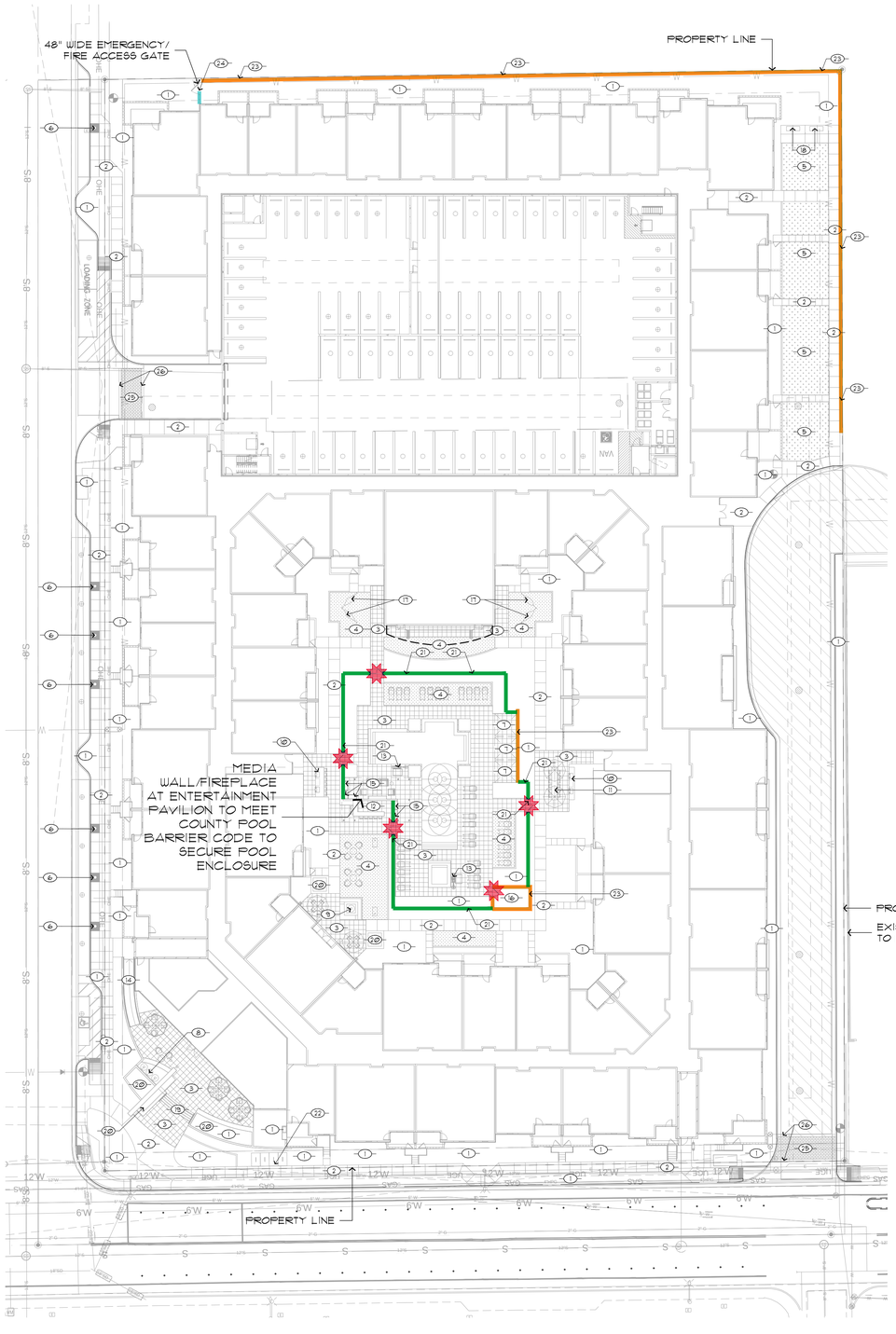
DESIGNED BY: PV/SH
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GRAYHAWK RESIDENCES AT CHANDLER

CLS-5

5 OF 8

COURTYARD SHADE STUDY (INCLUDING BUILDING)



WALL & HARDSCAPE PLAN

SCALE: 1"=30'-0"

0 5' 10' 20' 40'

NORTH

KEY NOTES / SITE AMENITIES

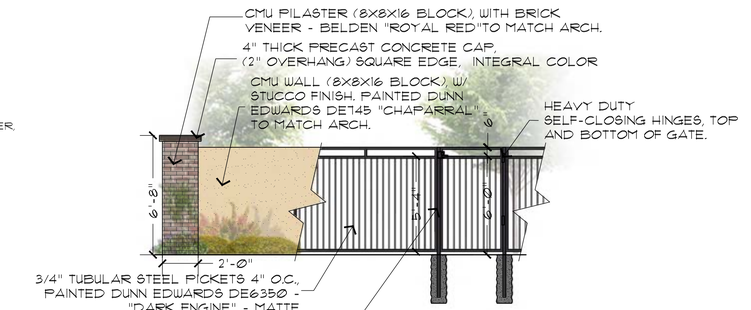
1. LANDSCAPE AREA
2. STANDARD GRAY CONCRETE - **VEHICULAR**
   FINISH: MEDIUM BROOM FINISH
   CONTRACTOR TO PROVIDE SAMPLE FOR APPROVAL PRIOR TO CONSTRUCTION.
3. SPECIALTY PEDESTRIAN PAVER - **PEDESTRIAN**
   16"X16" ARTISTIC PAVER COLOR: BISCOTTI FINISH: POLISHED
   PATTERN: STACKED BOND
4. SYNTHETIC TURF W/ 4" CONCRETE HEADER
   AZ ARTIFICIAL LAWNS CO. -
   CORONADO PLATINUM OR APPROVED EQUAL.
5. SYNTHETIC TURF OVER GRASSPAVE PAVERS W/ 8" CONCRETE HEADER, 10" DEEP PER CITY OF CHANDLER FIRE DEPARTMENT, DETAIL 43 - **VEHICULAR** COMPACTED BASE TO MEET FIRE LANE REQUIREMENTS
6. TREE GRATE - PRODUCT TO BE ADA COMPLIANT - **7 TOTAL**
7. 10'X10' RESORT CABANAS W/ WOOD SLAT BACK BY ACADEMY
8. ENTRY COURTYARD WATER FEATURE
9. POOL AREA WATER FEATURE
10. OUTDOOR KITCHEN
11. HARVEST TABLE
12. ENTERTAINMENT PAVILION W/ MEDIA WALL AND FIREPLACE
13. ADA SPA/POOL LIFT
14. ADA RAMP
15. ACCENT PLANTERS (6 TOTAL)
16. POOL EQUIPMENT ENCLOSURE
17. HAMMOCKS (4 TOTAL)
18. 6' BENCH (3 TOTAL)
19. STAIRS W/ HANDRAIL
20. RAISED MASONRY PLANTER
21. 5' TUBULAR STEEL POOL BARRIER/GATES (5) TO COMPLY WITH MARICOPA COUNTY POOL CODE - SEE BELOW
22. BIKE RACKS
23. 6' PERIMETER WALL - SEE RIGHT
24. 6' VIEW FENCE W/ GATE - SEE RIGHT
25. SPECIALTY PAVING - **VEHICULAR**
    BELGARD HOLLAND STONE COLOR: SIERRA
    PATTERN: RUNNING BOND (PERPENDICULAR TO TRAFFIC)
    INSTALLED PER MANUFACTURER DETAIL FOR HEAVY VEHICULAR APPLICATION (FIRE LANE)
26. 12" CONCRETE APRON TO TERMINATE VEHICULAR PAVERS

NOTES:

1. INSTALL ALL EQUIPMENT AND HARDSCAPE PER MANUFACTURE'S SPECIFICATIONS AND DETAILS
2. COORDINATE HORIZONTAL CONTROL AND LAYOUT OF ALL HARDSCAPE ELEMENTS WITH ARCHITECTURE PLANS, CIVIL PLANS AND SURVEY CREW. REF. ARCHITECTURAL, CIVIL AND M.P.&E PLANS.
3. ALL CONCRETE SIDEWALKS AND PLAZA SURFACE SLOPES ARE NOT TO EXCEED 5% OR 2% CROSS SLOPE
4. CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES AND/OR CONFLICTS BETWEEN LAYOUT AND DIMENSIONS SHOWN ON PLANS.

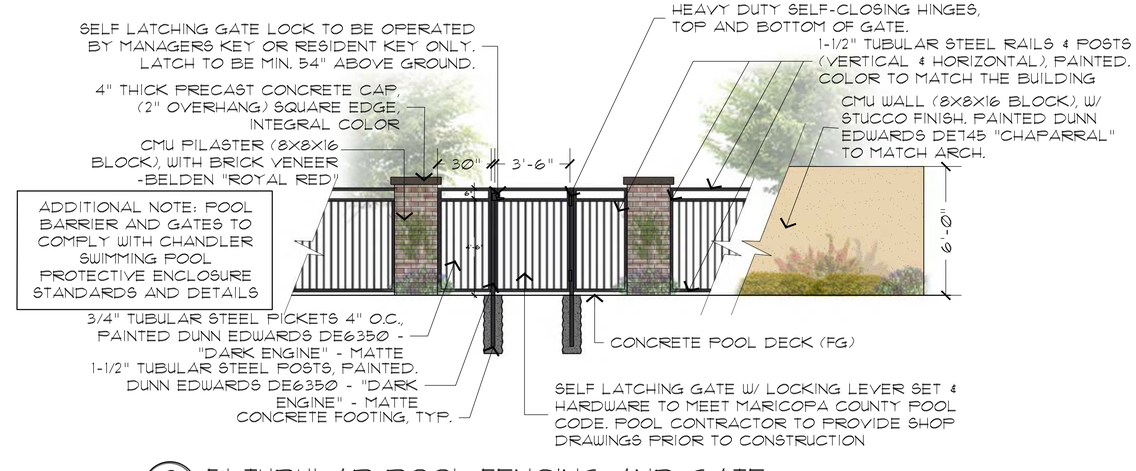
WALL/FENCE LEGEND

- 6' SOLID PERIMETER WALL (SEE ELEVATION 1 BELOW)
- FULL VIEW FENCE AND GATE (SEE ELEVATION 1 BELOW)
- 5' TUBULAR STEEL POOL BARRIER (SEE ELEVATION 2 BELOW)
- POOL CODE COMPLIANT GATE (SEE ELEVATION 2 BELOW)



1 6' SOLID PERIMETER WALL/FULL VIEW FENCE

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



2 5' TUBULAR POOL FENCING AND GATE

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

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12-14-23

EXPIRES 06 / 30 / 2025

LANDSCAPE IMPROVEMENTS
GRAYHAWK RESIDENCE AT CHANDLER
250 S. NEVADA STREET - CHANDLER, ARIZONA 85225

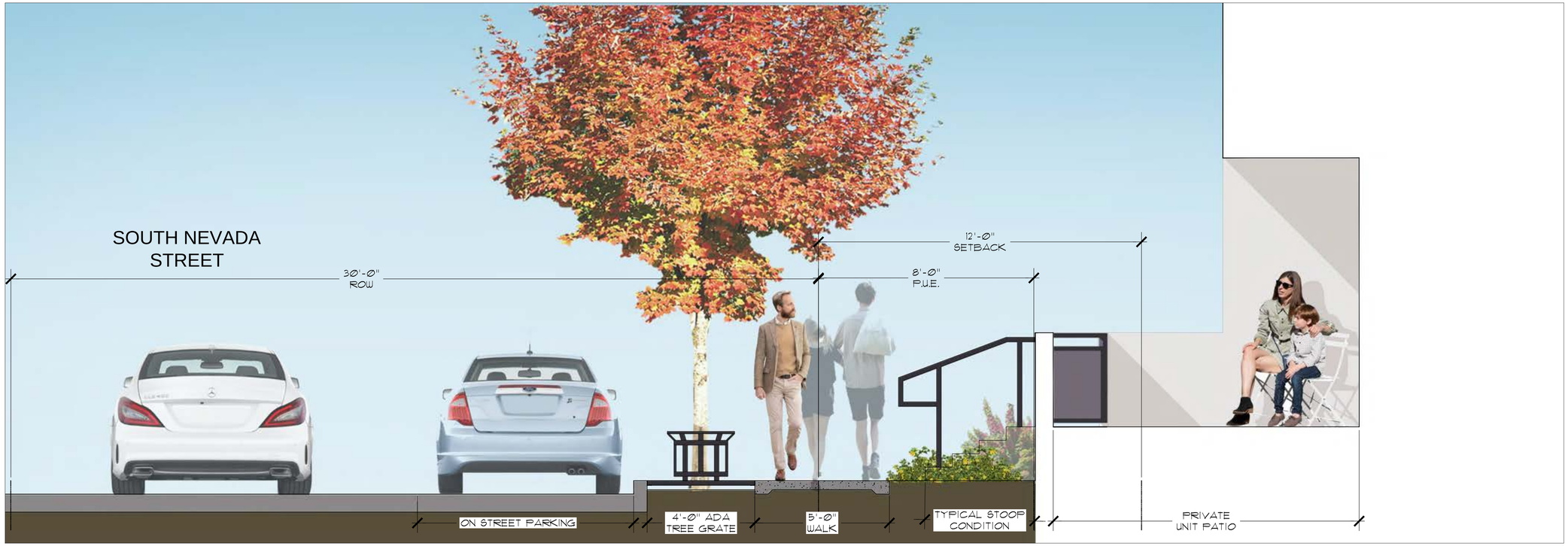
WALL & HARDSCAPE PLAN AND DETAILS

DESIGNED BY: PV/SH
DRAWN BY: SH/HR
CHECKED BY: PV/MD
DATE: MAY 9, 2023

REVISIONS:
CITY COMMENTS OCTOBER 5, 2023
SITE PLAN REVISION OCTOBER 17, 2023
SITE PLAN REVISION DECEMBER 14, 2023

GRAYHAWK RESIDENCES AT CHANDLER

CLS-6



SOUTH NEVADA STREET SECTION

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

0 6" 1' 2' 4'

NORTH



FRYE ROAD SECTION

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

0 6" 1' 2' 4'

NORTH

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LANDSCAPE IMPROVEMENTS

GRAYHAWK RESIDENCE AT CHANDLER

250 S. NEVADA STREET - CHANDLER, ARIZONA 85225

DESIGNED BY: PV/SH
DRAWN BY: SH/HR
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DATE: MAY 9, 2023
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GRAYHAWK RESIDENCES AT CHANDLER

STREETSCAPE SECTIONS

CLS-7

7 OF 8



PEDESTRIAN ACCENT PAVING

16"X16" ARTISTIC PAVER -BISCOTTI



SYNTHETIC TURF

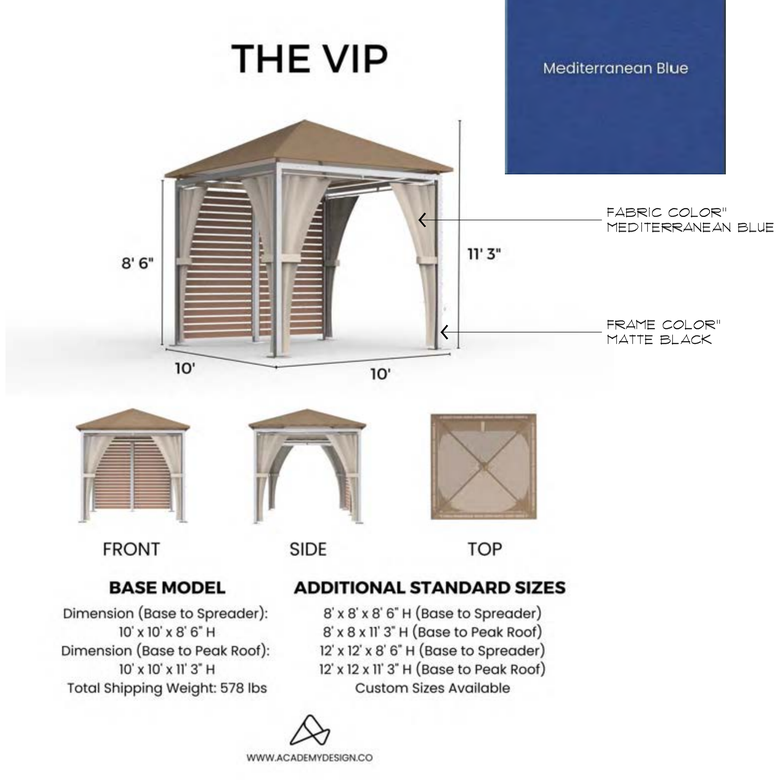
CORONADO PLATINUM



VEHICULAR ACCENT PAVING

BELGARD HOLLAND STONE - SIERRA BLEND





10'X10' RESORT CABANA

ACADEMY DESIGN - VIP MODEL



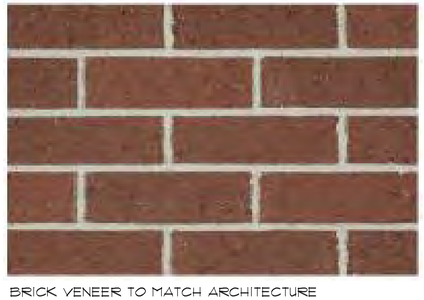
STANDARD GRAY CONCRETE CAP, SQUARE



PAINTED METAL TO MATCH ARCHITECTURE
COLOR: DUNN EDWARDS "DARK ENGINE" DE6350 -MATTE



PAINTED STUCCO TO MATCH ARCHITECTURE
COLOR: DUNN EDWARDS "CHAPARRAL" DEC745



BRICK VENEER TO MATCH ARCHITECTURE
COLOR: BELDEN "ROYAL RED"

WALLS, FENCES & RAISED PLANTER MATERIAL PALETTE

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EXPIRES 06 / 30 / 2025

LANDSCAPE IMPROVEMENTS

GRAYHAWK RESIDENCE AT CHANDLER

250 S. NEVADA STREET - CHANDLER, ARIZONA 85225

DESIGNED BY: PV/SH
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GRAYHAWK RESIDENCES AT CHANDLER

MATERIAL BOARD

CLS-8

8 OF 8




RESIDENCE

To:	Taylor Tryhus DRI Land, Inc.	**Date:**	December 14, 2023
From:	Shelly Sorensen, PE, PTOE		
Job Number:	22.5321.001		
RE:	Grayhawk Residences at Chandler Traffic Statement		

Registered Professional Engineer (Civil)
CERTIFICATE NO.
51806
SHELLY A.
SORENSEN
Date Signed: 12/14/23
ARIZONA, U.S.A.

INTRODUCTION

Lochay, LLC (Lōkahi) has prepared a Traffic Statement for the proposed Grayhawk Residences at Chandler development, located at 250 S. Nevada Street in Chandler, Arizona. See **Figure 1** for the vicinity map.



Figure 1 - Vicinity Map

The proposed Grayhawk Residences at Chandler development will be comprised of 253 multi-family dwelling units (DU). Of which, there will be 36 studio, 117 one-bedroom, 90 two-bedroom, and 10 three-bedroom units. See **Attachment A** and **Figure 2** for the site plan.

The objective of this Traffic Statement is to analyze the proposed development's traffic related impacts to the adjacent roadway network.

10555 N. 114th Street, Suite 105
Scottsdale, AZ 85259
480.536.7150
www.lokahigroup.com

collaboration unity harmony cooperation

EXISTING CONDITIONS

The proposed development is bound by Frye Road to the south, Chandler Unified School District to the north, Chandler Unified School District and MRD Leach Gentile LLC to the east and Nevada Street to the west.

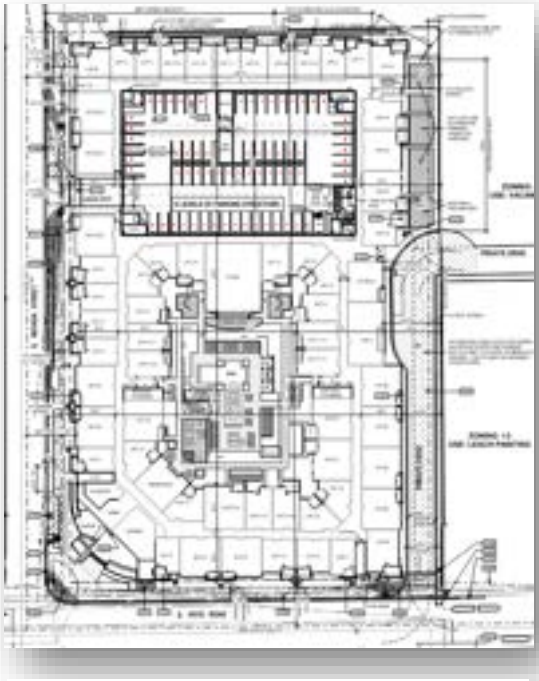


Figure 2 – Site Plan

According to the Maricopa County Assessor's website, the current site is comprised of one (1) parcel zoned for Industrial District (I-2). This district is primarily intended to accommodate industries involving manufacturing, assembling, warehousing, etc., of medium intensity and including supporting commercial uses. The approximate 3.7-acre site is currently vacant. See **Attachment B** for Maricopa County Assessor's parcel information.

Frye Road is an east-west roadway that provides one (1) through lane in each direction of travel. According to the *Chandler Transportation Master Plan 2019 Update, Frye Road* is classified as a local street, within the study area. According to the *City of Chandler 2022 Segment Traffic Volumes map,* an Average Weekday Traffic volume of 7,600 vehicles per day (vpd) was recorded along Frye Road, between Arizona Avenue and McQueen Road. Bike lanes are provided on both sides of Frye Road. There is a posted speed limit of 35 miles per hour (mph).

Nevada Street is a north-south roadway that provides one (1) through lane in each direction of travel, within the study area. According to the *Chandler Transportation Master Plan 2019 Update, Frye Road* is classified as a local street, within the study area. There is a posted speed limit of 25 mph.

Hidalgo Road is a north-south roadway that provides one (1) through lane in each direction of travel, within the study area. According to the *Chandler Transportation Master Plan 2019 Update, Frye Road* is classified as a local street, within the study area. There is a posted speed limit of 25 mph.

PROPOSED DEVELOPMENT

The proposed Grayhawk Residences at Chandler development will be comprised of 253 multi-family DU. Of the 253 total units, there will be 36 studio, 117 one-bedroom, 90 two-bedroom, and 10 three-bedroom units.

There is one (1) proposed access point to the site. The access driveway is located approximately 535' north of Frye Road. This driveway will be a full access point, allowing all movements into and out of the parking garage.

TRIP GENERATION

The trip generation for the proposed Grayhawk Residences at Chandler development was calculated utilizing the Institute of Transportation Engineers (ITE) publication entitled *Trip Generation*, 11th Edition. The ITE rates are based on studies that measure the trip generation characteristics for various types of land uses. The rates are expressed in terms of trips per unit of land use type. This publication is the standard for estimating trips in the transportation engineering profession.

The trip generation for the proposed 253-Mulit-family DU Grayhawk Residences at Chandler development was calculated utilizing the ITE Land Use 221 – Multifamily Housing (Mid-Rise). The total trip generation for the proposed development is shown in **Table 1**. See **Attachment C** for detailed trip generation calculations.

Table 1 – Trip Generation (Proposed Development)

Land Use	ITE Code	Qty	Unit	Weekday	AM Peak Hour			PM Peak Hour		
				Total	Total	In	Out	Total	In	Out
Multifamily Housing (Mid-Rise)	221	253	Dwelling Units	1,149	94	22	72	99	60	39

The proposed Grayhawk Residences at Chandler development is anticipated to generate 1,203 weekday trips, with 98 trips occurring during the AM peak hour and 103 occurring during the PM peak hour.

SUMMARY

The proposed Grayhawk Residences at Chandler development is located at 250 S. Nevada Street in Chandler, Arizona and is comprised of 253 multi-family DU. Of which, there will be 36 studio, 117 one-bedroom, 90 two-bedroom, and 10 three-bedroom units.

According to the *City of Chandler 2021 Segment Traffic Volumes* map, an Average Weekday Traffic volume of 7,600 vpd was recorded along Frye Road, between Arizona Avenue and McQueen Road. Conservatively assuming all daily trips to and from the proposed development utilize Frye Road to access the site via Nevada Street, the average daily traffic along Frye Road would increase by 1,149 trips, which represents an increase of approximately 15.1%.

In conclusion, the additional traffic generated by the proposed Grayhawk Residences at Chandler development is anticipated to result in minimal traffic related impacts to the existing roadway network and the surrounding area.

ATTACHMENT A – PROPOSED SITE PLAN

LEGAL DESCRIPTION

NET BOUNDARY DESCRIPTION:
A PORTION OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER , MARICOPA COUNTY, ARIZONA AND MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 34, BEING MARKED BY A BRASS CAP IN HANDHOLE, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 34, BEING MARKED BY A BRASS CAP IN HANDHOLE, BEARS SOUTH 89 DEGREES 44 MINUTES 41 SECONDS WEST, 2639.27 FEET;

THENCE SOUTH 89 DEGREES 44 MINUTES 41 SECONDS WEST, ALONG THE EAST-WEST-MID-SECTION LINE OF SAID SECTION 34, 765.20 FEET;

THENCE DEPARTING SAID EAST-WEST MID-SECTION LINE, NORTH 00 DEGREES 21 MINUTES 45 SECONDS EAST, 33.00 FEET TO A LINE 33.00 FEET NORTH OF AND PARALLEL TO SAID EAST-WEST MID-SECTION LINE AND THE **POINT OF BEGINNING;**

THENCE SOUTH 89 DEGREES 44 MINUTES 41 SECONDS WEST, ALONG SAID PARALLEL LINE, 332.57 FEET TO A LINE 30.00 FEET EAST OF AND PARALLEL TO THE CENTERLINE OF NEVADA STREET;

THENCE DEPARTING SAID PARALLEL LINE, NORTH 00 DEGREES 30 MINUTES 49 SECONDS EAST, ALONG SAID PARALLEL LINE, 490.83 FEET;

THENCE DEPARTING SAID PARALLEL LINE, NORTH 89 DEGREES 44 MINUTES 43 SECONDS EAST, 331.27 FEET;

THENCE SOUTH 00 DEGREES 21 MINUTES 45 SECONDS WEST, 490.82 FEET TO SAID **POINT OF BEGINNING.**

SAID PARCEL CONTAINS 162,903 SQUARE FEET OR 3.740 ACRES, MORE OR LESS.

SOLID WASTE NARRATIVE

TRASH CHUTE PROVIDED AT THE GARAGE SOUTHEAST CORNER. CHUTE SERVES LEVELS L2 TO L4. AT LEVEL L1, A TRASH HOLDING ROOM WAS PROVIDED. TRASH WILL BE COLLECTED IN THE TERMINATION ROOM AND HOLDING ROOM. MANAGEMENT STAFF WILL MOVE TRASH BINS OUT FOR REFUSE TRUCK PICK-UP TWICE PER WEEK.

SOLID WASTE CALCULATIONS

REFUSE CALCULATIONS:
265 D.U. x .5 C.Y. = 132.5 C.Y. PER WEEK
TWICE PER WEEK 132.5 C.Y./2 = 67 C.Y.

PROVIDED: VERTICAL COMPACTOR 74 C.Y.

SITE LEGEND

- DENOTES PROPERTY LINE
- DENOTES ACCESSIBLE PARKING
- FIRE HYDRANT
- DENOTES ACCESSIBLE ROUTE
- DENOTES FIRE DEPARTMENT CONNECTION
- XX / XX — TYPICAL PARKING SPACE / ACCESSIBLE PARKING SPACE

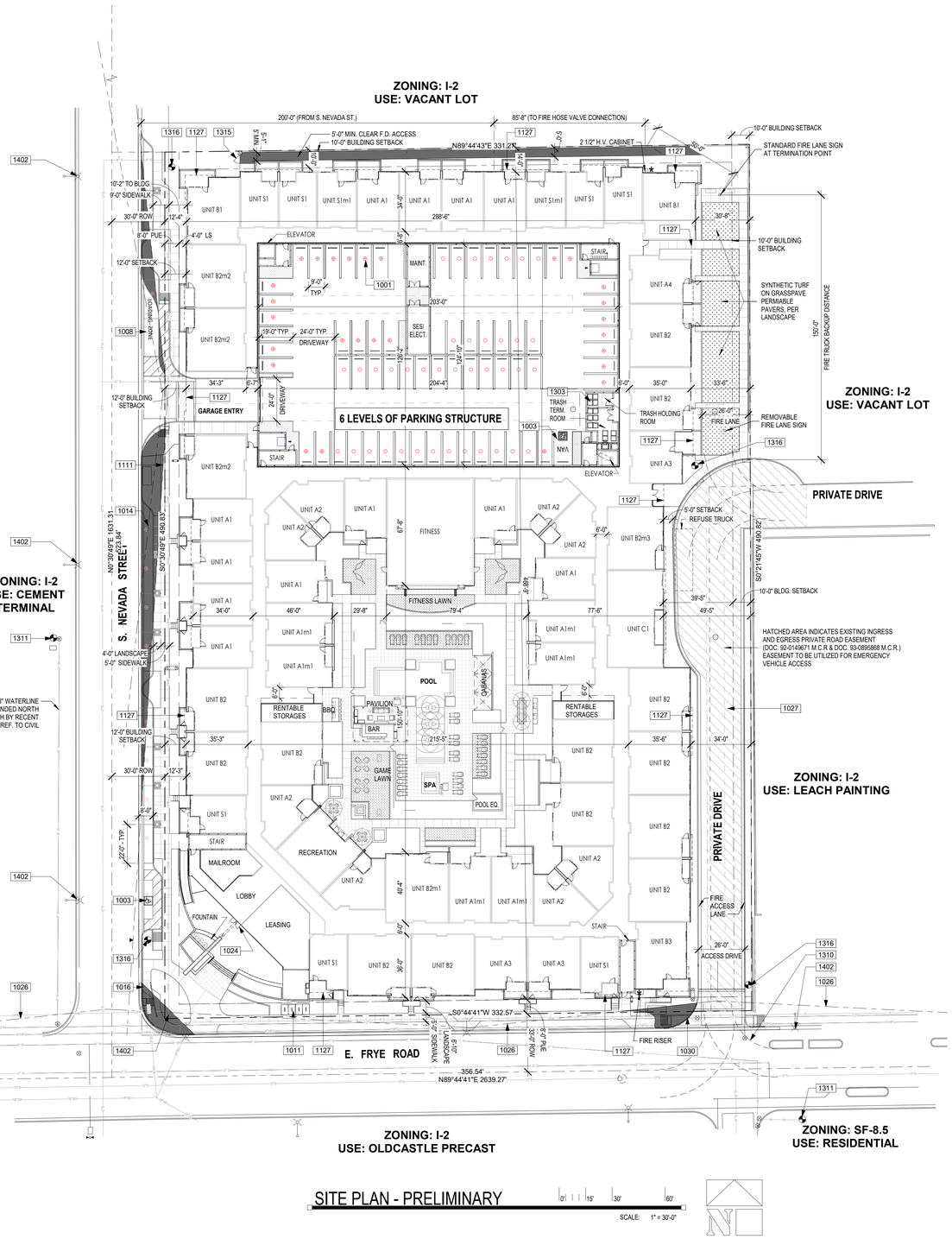
*REFUSE / FIRE TRUCK TURNING RADIUS
16 FT INSIDE
42 FT EXTERIOR

RT - 42' R

*Per Section 4.6.3 of the City of Chandler Engineering & Design Standards Manual.
Refer to City of Chandler Fire Department Detail FD141 for Fire Apparatus Roadways and Turnarounds additional information.

KEYNOTES

1001 9'x19' TYPICAL PARKING STALL PER CITY OF CHANDLER ORDINANCE
1003 VAN ACCESSIBLE PARKING STALL
1008 LOADING AREA
1011 BICYCLE PARKING
1014 8'x22' PARALLEL PARKING STALLPER CITY OF CHANDLER ORDINANCE
1016 30'x30' SITE VISIBILITY TRIANGLE AREA.
1024 MAIN BUILDING ENTRY.
1026 LINE OF SIGHT VISIBILITY EASEMENT. SEE CIVIL.
1027 26' MIN. WIDTH UNOBSTRUCTED FIRE LANE WITH 15' CLEAR OVERHED HEIGHT PER CITY OF CHANDLER DTL. 141.
1030 10'x20' VISIBILITY TRIANGLE.
1111 SIGHT VISIBILITY TRIANGLE
1127 LINE OF BUILDING ABOVE
1303 TRASH BINS
1310 FIRE TRUCK TURNING RADIUS
1311 EXISTING FIRE HYDRANT
1315 5' WIDE SITE GATE - PROVIDE KNOX BOX FOR FIRE DEPARMENT ACCESS. COORDINATE EXACT LOCATIONS WITH F.D.
1316 PROPOSED FIRE HYDRANT
1402 EXISTING STREET POLE MOUNTED LIGHT TO BE REMOVED



SITE PLAN - PRELIMINARY

SCALE: 1" = 30'-0"

ACCESSIBILITY NOTES

1. CONTRACTOR SHALL OBTAIN A COPY OF THE FAIR HOUSING ACT DESIGN MANUAL AND ICC/A N.S.I. A117.1-2009 FOR ON SITE REFERENCE.
2. ALL SIDEWALKS PART OF THE ACCESSIBLE ROUTE SHALL BE ACCESSIBLE PER A.N.S.I. SECTION CHAPTER 4. THE RUNNING SLOPE OF WALKING SURFACES SHALL NOT BE STEEPER THAN 1:20 (5%). THE CROSS SLOPE OF A WALKING SURFACE SHALL NOT BE STEEPER THAN 1:48 (2%). THE CLEAR WIDTH OF ALL SIDEWALKS SHALL BE NO LESS THAN 36". COORDINATE ALL GRADES TO COMPLY WITH SLOPE AND CROSS SLOPE REQUIREMENTS.
3. ALL GROUND FLOOR UNITS TO BE ANSI TYPE 'B' UNITS U.N.O.
4. ANSI TYPE 'A' UNITS PROVIDED PER PLANS. SEE A2 SHEET SERIES.

UNIT MIX

ALL UNITS SHALL BE OF AT LEAST ANSI TYPE 'B' ACCESSIBILITY STANDARDS 2% OF UNITS TO BE ANSI TYPE 'A' ACCESSIBILITY

UNIT TYPE	# OF UNITS	PERCENT
STUDIO	36	14%
1 BEDROOM	117	46%
2 BEDROOM	90	36%
3 BEDROOM	10	4%
TOTAL	253	100%

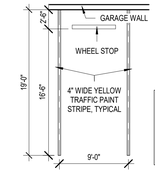
UNIT NAME	BED/BATH	# OF UNITS
STUDIO		
UNIT S1	0/1	28
UNIT S1m1	0/1	8
		36
1 BEDROOM		
UNIT A1	1/1	48
UNIT A1m1	1/1	24
UNIT A2	1/1	32
UNIT A3	1/1	12
UNIT A4	1/1	1
		117
2 BEDROOM		
UNIT B1	2/2	8
UNIT B2	2/2	58
UNIT B2m1	2/2	4
UNIT B2m2	2/2	12
UNIT B2m3	2/2	1
UNIT B3	2/2	4
UNIT B4	2/2	3
		90
3 BEDROOM		
UNIT C1	3/2	10
		10
TOTAL		253

UNIT AREAS

UNIT NAME	COMMONS	UTILITY
CLUBHOUSE	0 SF	1,768 SF
ELEVATOR	0 SF	173 SF
FITNESS	0 SF	4,544 SF
LEASING	5,468 SF	0 SF
RECREATION	0 SF	1,260 SF
STAIR	0 SF	999 SF
	5,468 SF	8,745 SF

TYPICAL PARKING DETAIL

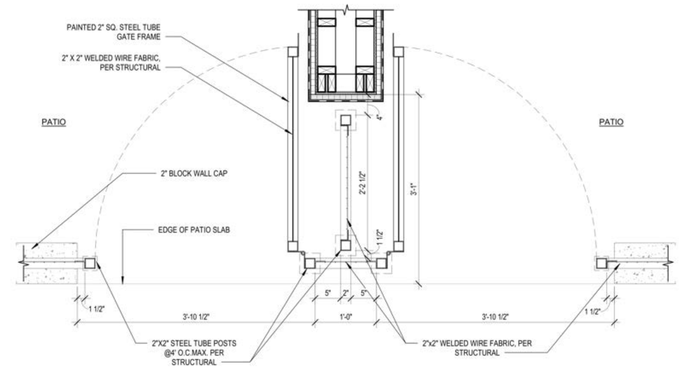
PER CITY OF CHANDLER



STANDARD GARAGE PARKING SPACE
9'X19'

PARALLEL STREET PARKING STALL
8' X 22'

TYPICAL GUARDRAIL POST AT EXTERIOR WALL



SCALE: 1" = 1'-0"

DEVELOPMENT DATA

PROJECT DESCRIPTION:

GRAYHAWK INTENDS TO DEVELOP THE "GRAYHAWK RESIDENCES AT CHANDLER" AN EXCEPTIONAL MULTI-FAMILY RESIDENTIAL APARTMENTS (FOR RENT) ON THE NORTHEAST CORNER OF E. FRYE ROAD & SOUTH NEVADA STREET.

ZONING:

CURRENT: I-2
PROPOSED: PAD

CONSTRUCTION TYPE:

RESIDENTIAL : VA
GARAGE : IB

BUILDING HEIGHT:

ALLOWED: PER I-2: 30'-0"
PROPOSED: NEW RESIDENTIAL 46'-6" (4-STORY)
PROPOSED: NEW PARKING GARAGE 52'-1" (5-STORY)
PROPOSED: HIGHEST POINT 60'-1" (PARKING GARAGE SHAFT)

DENSITY:

ALLOWED: N/A
PROPOSED: 60.88 UNITS PER G.A.

LOT COVERAGE:

ALLOWED: PER I-2: 55%
AREA PROVIDED: 129,365 SQ. FT.
SITE NET AREA: 162,907 SQ. FT.
PERCENT PROVIDED: 79.41%

FIRE SPRINKLER:

TO BE PROVIDED PER APPLICABLE CODES

ADDRESS:

NE CORNER OF E. FRYE ROAD & SOUTH NEVADA STREET

APN:

APN: 303-11-002M

SETBACKS:

	MIN. REQUIRED (PAD)	PROVIDED
E. FRYE ROAD (SOUTH)	10'	10'
S. NEVADA STREET (WEST)	12' (PER CITY)	12'
SIDE (EAST)	10'	29'-6"
REAR (NORTH)	10'	10'

SITE DATA

SITE AREA:

TOTAL GROSS AREA: +/- 4.363 ACRES / 189,610 S.F.
TOTAL NET AREA: +/- 3.740 ACRES / 162,907 S.F.

TOTAL SQUARE FOOTAGE PER BUILDING

BUILDING AREA	
LEVEL L1	82,533 SF
LEVEL L2	84,161 SF
LEVEL L3	84,419 SF
LEVEL L4	84,450 SF
TOTAL	335,564 SF

GARAGE BUILDING AREA		
LEVEL L1	25,780 SF	GARAGE AREA
LEVEL L2	25,780 SF	GARAGE AREA
LEVEL L3	25,780 SF	GARAGE AREA
LEVEL L4	25,780 SF	GARAGE AREA
G 5.5	25,780 SF	GARAGE AREA
G6	5,446 SF	GARAGE AREA
TOTAL	134,347 SF	

VEHICLE PARKING ANALYSIS

UNIT TYPE	# OF UNITS	PARKING UNIT RATIO	TABLE 35-1804 REQUIRED PARKING
STUDIO	36	1	36
1 BEDROOM	117	1.5	175.5
2 BEDROOM	90	2	180
3 BEDROOM	10	2.25	22.5
TOTAL	253		414

PARKING PROVIDED	
	4
GARAGE L1	44
GARAGE L1.5	38
GARAGE L2	37
GARAGE L2.5	39
GARAGE L3	38
GARAGE L3.5	52
GARAGE L4	42
GARAGE L4.5	26
GARAGE L5	37
GARAGE L5.5	39
GARAGE L6	13
OFF STREET	11
TOTAL PROVIDED	420

ACCESSIBLE PARKING:

REQUIRED: (2% OF PARKING PROVIDED): 416 x .02 = 9
PROPOSED: 10 SPACES

VAN ACCESSIBLE
REQUIRED: (1 PER EACH 6 ACCESSIBLE PS.) = 2 P.S.
PROVIDED: GARAGE (10 VAN) 10 P.S.
OFF-STREET (1 VAN) 1 P.S.
TOTAL PROVIDED: 11 P.S.

COVERED PARKING SPACES
REQUIRED: (1 PER UNIT) = 1 x 253
PROVIDED: 327 COVERED PARKING SPACES

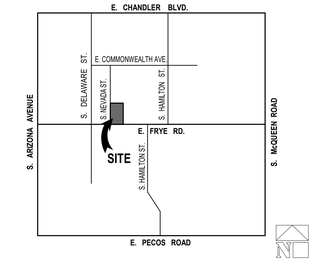
COVERED PARKING SPACES ARE LOCATED AT THE GARAGE AT LEVELS L1 TO L5.
SEE A3.0X SERIES FOR GARAGE PLANS.

BICYCLE PARKING ANALISYS

BIKE PARKING PROVIDED

BYCICLE PARKING PROVIDED
PROVIDED: 4 DOUBLE BIKE RACKS= 8BIKE SPACES

VICINITY MAP



NOT TO SCALE

KIVA NUMBER:	17-3832
SDEV NUMBER:	1700784
FACT NUMBER:	2201512
Q/S NUMBER:	Q9-28

GRAYHAWK RESIDENCES AT CHANDLER
250 S. NEVADA STREET
CHANDLER, AZ 85225

The Office of Rich Barber Architecture, LLC
ORB
WorldHQ@ORBArch.com

REGISTERED ARCHITECT 15113 Rich Barber ARIZONA U.S.A. Expires 3/31/2026

PRELIMINARY NOT FOR CONSTRUCTION

Grayhawk Development

OWNER:
GRAYHAWK DEVELOPMENT
7377 E. DOUBLETREE RANCH RD. SUITE 100
SCOTTSDALE, ARIZONA 85258
TEL: 480.998.2661
CONTACT: TAYLOR TRYHUS
RILEY BAEHR

DEVELOPMENT CONSULTANT:
THE GUARDIAN COMPANIES
7377 E. DOUBLETREE RANCH RD. SUITE 100
SCOTTSDALE, ARIZONA, 85258
TEL: 480.204.3939
CONTACT: CHRIS BROZINA

ARCHITECT:
ORB ARCHITECTURE
2044 NORTH 44TH STREET, SUITE 101
PHOENIX, ARIZONA, 85018
TEL: 602.957.4530
FAX: 480.717.4038
CONTACT: RICH BARBER

CIVIL:
HUBBARD ENGINEERING
1201 S. ALMA SCHOOL RD, SUITE 12000
MESA, ARIZONA, 85210
TEL: 480.398.3826
CONTACT: GREG BROWN

LANDSCAPE:
COLLABORATIVE V
7116 E. 1ST AVE, SUITE 103
SCOTTSDALE, ARIZONA, 85251
TEL: 480.347.0590
CONTACT: PAUL VECCHIA
SCOTT HEFFERNAN

LAND USE ATTORNEY:
HUELLMANTEL & ASSOCIATES
605 S. ASH AVENUE
TEMPE, ARIZONA, 85281
TEL: 480.921.2800
CONTACT: CHARLES HUELLMANTEL

REZONING/ PDP SUBMITTAL

DATE: DECEMBER 14, 2023 ORB #: 23-201

A1.10
SITE PLAN PRELIMINARY

12/13/2023 1:16:16 PM
Autodesk Docs://23-201 GH Grayhawk Chandler/23-201 GH Grayhawk Chandler.rvt

ATTACHMENT B – MARICOPA COUNTY ASSESSOR

B

303-11-002M — Land Parcel

This is a Land parcel located at . The current owner is DESERT REFLECTIONS INC. Its current year full cash value is $469,800.

MAPS | PICTOMETRY | $ VIEW/PAY TAX BILL | DEED

OWNER | VALUATIONS | MAP FERRET | SIMILAR PARCELS

REGISTER RENTAL | PRINT DETAILS

PROPERTY INFORMATION

MCR #	
Description	PT CHANDLER BLK G MCR 5-34 DAF COM CEN SEC 34 W 765.20F TPOB W 362.5F N 523.82F E 361.27F S 523.81F TPOB EX W 30F RD & EX S 33F RD
Lat/Long	33.299675 | -111.835915
Lot Size	162,958 sq ft.
Zoning	I-2
Lot #	
High School District	CHANDLER UNIFIED #80
Elementary School District	CHANDLER UNIFIED SCHOOL DISTRICT
Local Jurisdiction	CHANDLER
S/T/R	34 1S 5E
Market Area/Neighborhood	00/
Subdivision (0 Parcels)	

OWNER INFORMATION

DESERT REFLECTIONS INC

Mailing Address	7377 E DOUBLETREE RANCH RD STE 100, SCOTTSDALE, AZ 85258

Deed Number	060216789
Last Deed Date	02/15/2006
Sale Date	n/a
Sale Price	n/a

VALUATION INFORMATION

We provide valuation information for the past 5 years. For mobile display, we only show 1 year of valuation information. Should you need more data, please look at our data sales.

The Valuation Information displayed below may not reflect the taxable value used on the tax bill due to any special valuation relief program. CLICK HERE TO PAY YOUR TAXES OR VIEW YOUR TAX BILL

Tax Year	2022	2021	2020	2019	2018
Full Cash Value	$469,800	$469,800	$418,100	$449,000	$375,000
Limited Value	$455,816	$434,110	$413,438	$393,750	$375,000
Legal Class	2.R	2.R	2.R	2.R	2.R
Description	AG / VACANT LAND / NON-PROFIT R/P	AG / VACANT LAND / NON-PROFIT R/P	AG / VACANT LAND / NON-PROFIT R/P	AG / VACANT LAND / NON-PROFIT R/P	AG / VACANT LAND / NON-PROFIT R/P
Assessment Ratio	15.0%	15.0%	15.0%	15.0%	15.0%
Assessed LPV	$68,372	$65,117	$62,016	$59,063	$56,250
Property Use Code	0032	0032	0032	0032	0032
PU Description	Vacant Industrial Land	Vacant Industrial Land	Vacant Industrial Land	Vacant Industrial Land	Vacant Industrial Land
Tax Area Code	800300	800300	800300	800300	800300
Valuation Source	Notice	Notice	Notice	Notice	Notice

MAP FERRET MAPS

Mapferret maps, also known as MapId maps, pdf maps, or output maps are now available here without having to search.

- Parcel Maps (1)
- Book/Map Maps (4)

CAUTION! USERS SHOULD INDEPENDENTLY RESEARCH AND VERIFY INFORMATION ON THIS

WEBSITE BEFORE RELYING ON IT.

The Assessor's Office has compiled information on this website that it uses to identify, classify, and value real and personal property. Please contact the Maricopa County S.T.A.R. Center at (602) 506-3406 if you believe any information is incomplete, out of date, or incorrect so that appropriate corrections can be addressed. Please note that a statutory process is also available to correct errors pursuant to Arizona Revised Statutes 42-16254.

The Assessor does not guarantee that any information provided on this website is accurate, complete, or current. In many instances, the Assessor has gathered information from independent sources and made it available on this site, and the original information may have contained errors and omissions. Errors and omissions may also have occurred in the process of gathering, interpreting, and reporting the information. Information on the website is not updated in "real time". In addition, users are cautioned that the process used on this site to illustrate the boundaries of the adjacent parcels is not always consistent with the recorded documents for such parcels. The parcel boundaries depicted on this site are for illustrative purposes only, and the exact relationship of adjacent parcels should be independently researched and verified. The information provided on this site is not the equivalent of a title report or a real estate survey. Users should independently research, investigate and verify all information before relying on it or in the preparation of legal documents.

By using this website, you acknowledge having read the above and waive any right you may have to claim against Maricopa County, its officers, employees, and contractors arising out of my reliance on or the use of the information provided on this website.

ATTACHMENT C – TRIP GENERATION

Grayhawk Residences at Chandler

Completed:

Checked:

Trip Generation Calculations (11th Edition)

221 Multifamily Housing (Mid-Rise) (Four to Ten Levels)

Land Use	ITE Code	Qty	Unit	Weekday			AM Peak Hour			PM Peak Hour			Weekday			AM Peak Hour			PM Peak Hour			
				Rate	% In	% Out	Rate	% In	% Out	Rate	% In	% Out	Total	In	Out	Total	In	Out	Total	In	Out	
Multifamily Housing (Mid-Rise)	**221**	**253**	**Dwelling Units**	**4.54**	**50%**	**50%**	**0.37**	**23%**	**77%**	**0.39**	**61%**	**39%**	**1,149**	**575**	**574**	**94**	**22**	**72**	**99**	**60**	**39**	**Average**
Multifamily Housing (Mid-Rise)	221	253	Dwelling Units	3.76	50%	50%	0.15	23%	77%	0.19	61%	39%	951	476	475	38	9	29	48	29	19	Minimum
Multifamily Housing (Mid-Rise)	221	253	Dwelling Units	5.40	50%	50%	0.53	23%	77%	0.57	61%	39%	1,366	683	683	134	31	103	144	88	56	Maximum
Land Use	ITE Code	Qty	Unit	Weekday			AM Peak Hour			PM Peak Hour			Weekday			AM Peak Hour			PM Peak Hour			
				Equation	% In	% Out	Equation	% In	% Out	Equation	% In	% Out	Total	In	Out	Total	In	Out	Total	In	Out	
Multifamily Housing (Mid-Rise)	221	253	Dwelling Units	T=4.77(X)-46.46	50%	50%	T=.44(X)-11.61	23%	77%	T=.39(X)+0.34	61%	39%	1,160	580	580	100	23	77	99	60	39	Equation

Multifamily Housing (Mid-Rise)	Standard Deviation	0.51		0.09		0.08	
	Number of Studies	11		30		31	
	Average Size	201		173		169	
	R^2	0.93		0.91		0.91	

From:	Alisa Petterson
To:	"Property Manager"
Cc:	Kaenan Whitman; Scott Whitman; Justin Whitman
Subject:	RE: Public Hearing: Grayhawk Residences
Date:	Tuesday, November 28, 2023 4:26:00 PM
Attachments:	image001.png

Good afternoon Connor,

I have received your email. Thank you for your interest in the development within the City of Chandler downtown area, and specifically the Grayhawk Residences proposed development. We appreciate getting feedback from our local businesses about the changes happening within our community!

Your email in support of this application has been recorded for our records, and will ultimately be provided to the Chandler City Council for their review when they are asked to vote to support or deny this application.

Happy Holidays to you –
Alisa

Alisa Petterson, AIA, LEED AP BD+C
Senior Planner
City of Chandler | Development Services Planning Division
480-782-3060 direct
alisa.petterson@chandleraz.gov

From: Property Manager <propertymanager@stuartwhitmaninc.com>
Sent: Tuesday, November 28, 2023 4:08 PM
To: Alisa Petterson <Alisa.Petterson@chandleraz.gov>
Cc: Kaenan Whitman <kswhitman15@gmail.com>; Scott Whitman <slw@mwlegal.com>; Justin Whitman <jwhitman@eastonrealtypartners.com>
Subject: Public Hearing: Grayhawk Residences

Hello Alisa,

We own the property located at 71 E Frye Rd, Chandler, AZ 85225 which is currently FLO Yoga & Cycle. We are in favor of the zoning change for Grayhawk Residences and believe that the additional residences will make downtown chandler even more vibrant and boost the local economy and businesses.

We love the change and improvements going on in the city, especially the downtown area. Happy Holidays!

Connor Whitman

Management Team
Stuart Whitman, Inc.
6310 San Vicente Blvd., Suite 430
Los Angeles, CA 90048
Cell: 323-719-1759
Office: 323-935-1206
Fax: 323-934-0416

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City Council Memorandum Development Services Memo No. 23-055

Date:	January 11, 2024
To:	Mayor and Council
	Joshua H. Wright, City Manager
Thru:	Andy Bass, Deputy City Manager
	Micah Miranda, Acting Development Services Director
From:	Lauren Schumann, Planning Senior Program Manager
Subject:	PLH22-0028/PLT23-0011 Schnitzer Commerce Parks

Proposed Motion:

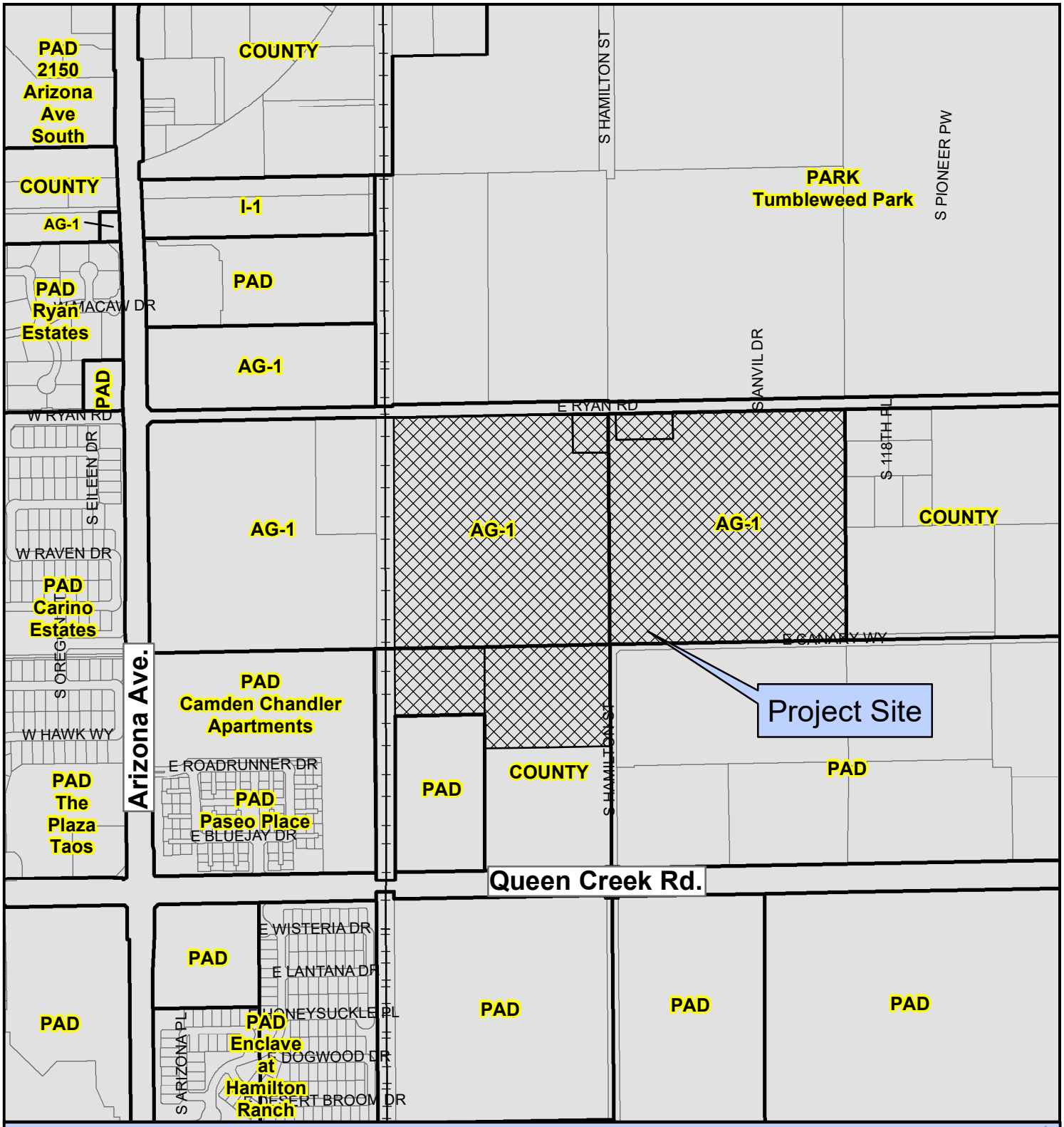
Move City Council withdraw Rezoning, Preliminary Development Plan, and Preliminary Plat PLH22-0028/PLT23-0011 Schnitzer Commerce Parks, for the purpose of re-advertising, as recommended by Planning and Zoning Commission.

Background/Discussion

Planning staff request to withdraw the case for the purpose of re-advertising. The city is currently waiting for the preliminary plat to be submitted by the applicant. Once the preliminary plat is submitted, a new date will be advertised to the public.

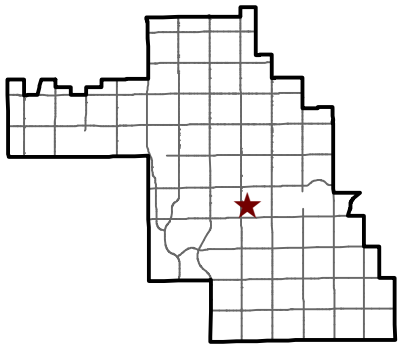
Attachments

Vicinity Maps



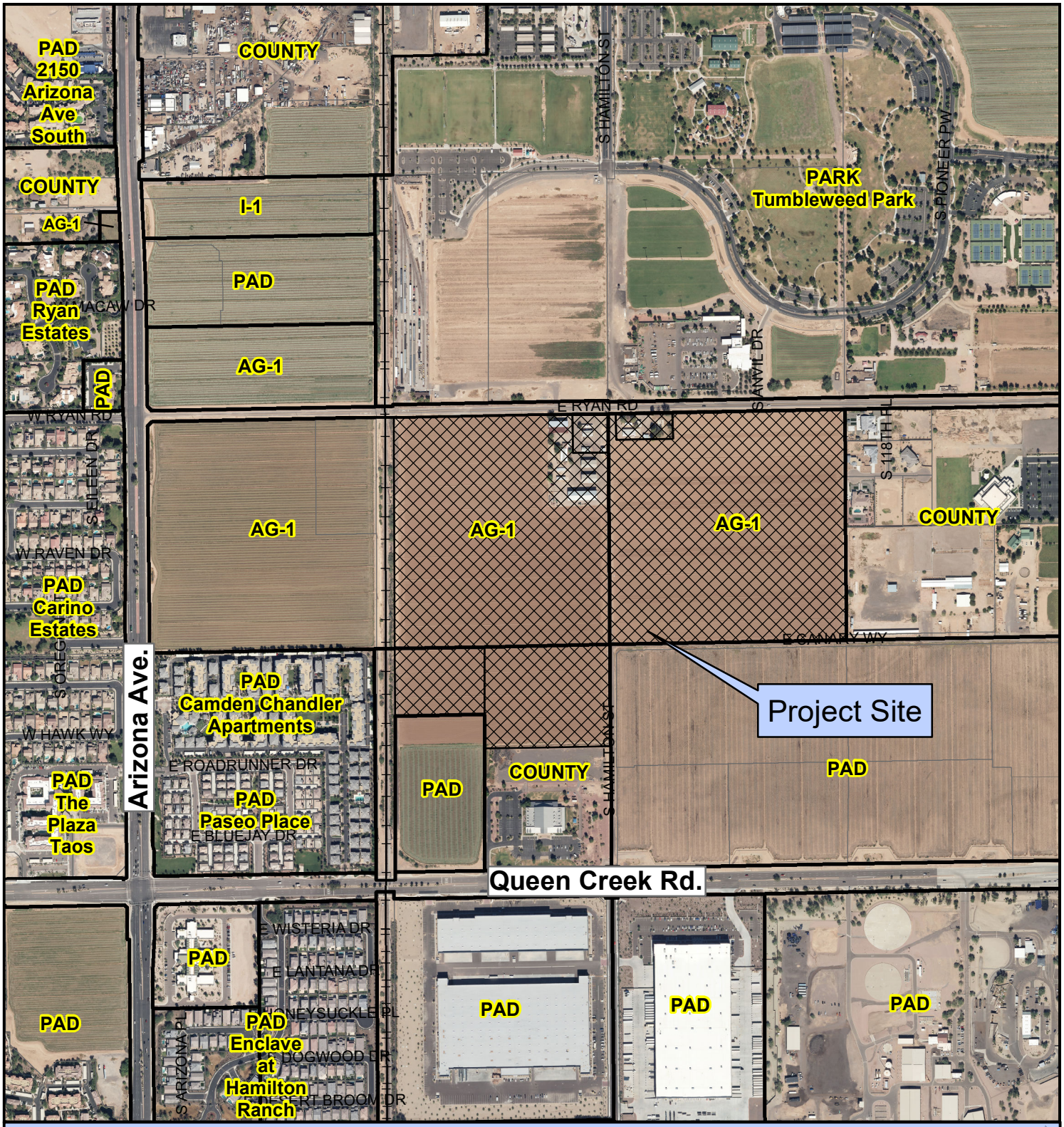
PLH22-0028/PLT23-0011 Schnitzer Commerce Parks

Proposed Project Details
Rezone/PDP/Preliminary Plat
Two properties SWC 47.7 and SEC 37.6
Proposed Industrial Business Park



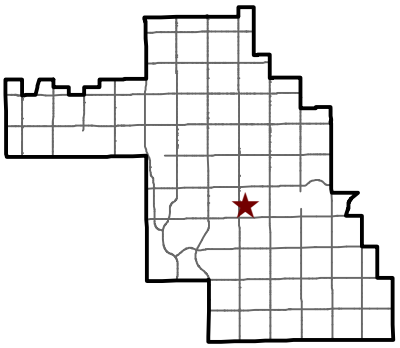
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City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
https://gis.chandleraz.gov/planning



PLH22-0028/PLT23-0011 Schnitzer Commerce Parks

Proposed Project Details
Rezone/PDP/Preliminary Plat
Two properties SWC 47.7 and SEC 37.6
Proposed Industrial Business Park



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City Council Memorandum Facilities and Fleet Memo No. N/A

Date: January 11, 2024
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 Systems Services from EMCOR Services Arizona

---

Proposed Motion:

Move City Council approve the purchase of energy management control systems services, from EMCOR Services Arizona, utilizing the State of Arizona Contract No. CTR062668, in an amount not to exceed $528,375.

Background/Discussion:

As part of the 2020 Building Condition Assessment, the Chandler Center for the Arts (CCA) HVAC air handling system was identified as being at the end of its useful life. The first phase of the project for replacement of seven (7) of the 16 total air handling units is currently underway.

This agreement will allow the completion of the second and final phases of replacing critical HVAC components at this facility, including the remaining nine (9) air handling units and one (1) fan coil unit. Funding for this project was included as part of the City's Capital Improvement Program (CIP) in the FY 2023-24 budget, utilizing dollars authorized by voters as part of the 2021 bond election.

The first phase of the project is expected to be completed in June 2024. This second phase is estimated to be completed in December 2024 due to long lead times (35-37 weeks) on certain materials as well as scheduling work to avoid entertainment events at the CCA.

Evaluation:

The State of Arizona competitively solicited and awarded a contract for energy management control systems services. The City has a current agreement with the State of Arizona that permits the cooperative use of the State 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
441.3210.6210.0000.6BF628	Public Facility Bonds	Existing City Building Renov/Rep	$528,375	Y

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City Council Memorandum Information Technology Memo No. N/A

Date: January 11, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Sandip Dholakia, Chief Information Officer
From: Molly Mahai, IT Chief Infrastructure Officer
Subject: Purchase of Information Technology Infrastructure Consulting Services

---

Proposed Motion:

Move City Council approve the purchase of information technology infrastructure and consulting services, from The Redesign Group, utilizing the State of Arizona Contract No. ADSPO 16-098163, in an amount not to exceed $5,199,324.

Background/Discussion:

The state of the city's current infrastructure (e.g., servers, switches, routers) poses challenges in meeting the demands of departments as it pertains to critical applications, including ArcGIS (data mapping), CJIS (Chandler courts system), Accela (permit system) and Lucity (work order system), among many others. The average lifespan of these assets is three to five years, although much of the city's infrastructure far exceeds this limit, with some equipment as old as eight years of age. Further, resource demand for computing (processing) and storage often increases resource demand on servers to over 80%; industry standards recommend replacement when demand reaches 85% of total capacity. Finally, the current setup is a patchwork of varying models/types across data centers and use of these mixed components often limits how server resources can be allocated in support of business needs.

The current memory consumption for each environment is depicted below in the areas this update impacts:

Environment	Memory
City Hall (Production Environment)	82%
City IT (Test Environment)	83%

Police Department	85%
Library (Main Campus)	90%

Note: The industry best practices standard is to maintain consumption below 70% for optimum system performance, stability, and integrity.

Approximately 60% of the equipment in this request is 5-6 years old, with the remaining equipment approaching four years old. Historically, equipment refreshes were completed as needed on a site-by-site basis based on equipment age and as stand-alone solutions. Given the growth of the technology ecosystem, industry best practice is to take a holistic enterprise approach. Designing for the enterprise with a cohesive solution allows all sites to share resources and improves efficiency for staff to support. This request is seeking approval to utilize a vendor, Redesign (a Dell partner), to procure and replace systems at four locations with the same hardware, which allows for resource sharing and site-to-site redundancy between the IT and City Hall data centers. Standardizing infrastructure ensures uniformity in hardware and configurations, streamlining maintenance and operations and makes it easier to troubleshoot issues. Standardized components and configurations allow for economies of scale to receive the best pricing and seamless interchangeability of systems, minimizing negative impact to departments and services that directly impact residents. Standardization also leads to reduced complexity and improved compliance.

Evaluation:

NASPO ValuePoint competitively solicited and awarded a contract for computer equipment, peripherals, and related services to Dell Marketing, L.P. The Redesign Group is an authorized provider of services under the NASPO ValuePoint contract. The State of Arizona has adopted the NASPO ValuePoint contract, and the city has a current agreement allowing for the cooperative use of the State of Arizona's contracts.

Financial Implications:

The city maintains a revolving source of funds through an annual fund transfer for replacing technology assets on an ongoing basis in the Technology Replacement Fund (TRF), also known as Fund 403. The TRF also funds additional resources, professional services needed to replace technology assets and the ongoing maintenance and support for these items during their useful life cycle. This fund is the primary budget source for this request, along with savings from other projects (e.g. Voice and Data Convergence).

The infrastructure consulting services will be funded through the Technology

Replacement Fund ($2,491,882), the General Fund ($1,817,442), and AZ Cares Grant Funds ($890,000). It will allow for replacement of aging infrastructure and new infrastructure to upgrade technology.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.1287.6315.0.6IT097.0	General Government Capital Projects	Citywide Technology Infrastructure	$1,103,107	Y
403.1290.6315.0.0.0	Technology Replacement	N/A	$2,491,882	N
217.1280.6315.0.3AZ004.0	Grants	Citizen Engagement/Mobility Program	$890,000	N
401.1287.6315.0.6IT103.0	General Government Capital Projects	Enterprise Backup Recovery Upgrade	$400,000	Y
401.1287.6315.0.6IT082.0	General Government Capital Projects	Voice and Data Convergence	$136,051	Y
101.1280.6315.0.0.0	General Fund	N/A	$178,284	N

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City Council Memorandum Information Technology Memo No. N/A

Date:	January 11, 2024
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Dawn Lang, Deputy City Manager - CFO Sandip Dholakia, Chief Information Officer
From:	Kerstin Nold, IT Chief Technology Officer
Subject:	Purchase of Risk Management Information System Software

Proposed Motion:

Move City Council approve the purchase of risk management information system software, maintenance, and support services, from Origami Risk, LLC, utilizing the Pima County Contract No. AM-PO-15-041, in an amount not to exceed $299,145 for the first year, and $120,000 each in years two and three.

Background/Discussion:

The City's existing Risk Management Information System Software, utilized by the Law and Human Resources departments, is at the end of support in December 2023. As such, the city is seeking a new Risk Management Information System Software providing a modern digital transformation to elevate and manage the City's risk incidents, claims, complaints and lawsuits. The new hosted Risk Management Information System Software will consolidate all the city's claims data across all lines of coverage and streamline workflow processes. The new system provides key benefits for both property and workers' compensation management, allowing the city to report on and analyze incident and claims data to identify and take strategic/planned action to reduce claim costs and manage workers' compensation incidents.

Evaluation:

Staff conducted extensive research on the risk management information system software offered by three companies: DXC Technology, Origami Risk, LLC, and Riskonnect, Inc, and found the product offered by Origami Risk to be most advantageous to the City.

Pima County competitively solicited and awarded a contract for risk management information system software to Origami Risk, LLC. The City has a current agreement allowing for the cooperative use of Pima County's contracts. Staff recommends the use of the Pima County contract for the purchase of the risk management information system software.

Financial Implications:

Purchase of the Risk Management Information System Software will be funded from several sources, including the IT Projects Capital Cost Center(1285), Risk Management Upgrade/Replacement (6IC142), in the amount of $125,000. Additional funding will come from the Self Insured Liability Fund in the amount of $134,145 and the Worker's Compensation Self Insurance Fund in the amount of $40,000. The agreement requires a $120,000 payment in years 2 and 3 that will be paid from the City's Self Insurance Risk Fund and Workers Compensation Self Insurance Fund, which will be requested through the FY 2024-25 budget.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.1285.5419.0.6IC142.0	General Government Capital Projects	Risk Management Upgrade/Replacement	$125,000	Y
736.1250.5219.0.0.0	Worker's Comp Self Insurance Fund	N/A	$40,000	N
737.1310.5219.0.0.0	Self Insured Liability Fund	N/A	$134,145	N

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City Council Memorandum Information Technology Memo No. N/A

Date:	January 11, 2024
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Dawn Lang, Deputy City Manager - CFO Sandip Dholakia, Chief Information Officer
From:	Molly Mahai, IT Chief Infrastructure Officer
Subject:	Purchase of Cisco Smartnet

Proposed Motion:

Move City Council approve the purchase of Cisco Smartnet, from Sentinel Technologies, Inc., utilizing the 1GPA Contract No. 22-02PV-18, in the amount of $272,132.

Background/Discussion:

The City of Chandler utilizes Cisco infrastructure to support various networking needs throughout every department within the city. In order to keep this infrastructure supported, the Information Technology Department recommends the purchase of Cisco Smartnet maintenance and support extensions in accordance with lifecycle management best practices. This purchase will ensure that critical infrastructure remains under support for both physical hardware issues and available software and security updates, as needed, during its lifecycle.

Evaluation:

Paradise Valley Unified School District competitively solicited and awarded a contract for technology and audio visual solutions on behalf of 1GPA. The city has a current agreement with 1GPA allowing for the cooperative use of its contracts.

Fiscal Impact

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

403.1290.5419.0.0.0	Technology Replacement Fund	N/A	$272,132	N

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City Council Memorandum **Management Services** **Memo No.** MS 24-046

Date: January 11, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
From: Matthew Dunbar, Budget and Policy Assistant Director
Subject: Resolution No. 5762 Adopting the System Development Fee Land Use Assumptions and Infrastructure Improvement Plan

Proposed Motion:

Move to approve Resolution No. 5762 adopting the System Development Fee Land Use Assumptions and Infrastructure Improvements Plan as published in the City of Chandler, Arizona, System Development Fee Update: 2022-2032 Land Use Assumptions and Infrastructure Improvements Plan, dated September 2023.

Background:

In order to continue to collect System Development Fees, the City must comply with Arizona Revised Statute §9-463.05 by updating the Land Use Assumptions (LUA) and Infrastructure Improvements Plan (IIP) prepared by Duncan Associates and approved by City Council in 2018. The same consultant, Duncan Associates, was selected to prepare this update using the same methodology. The Land Use Assumptions section of the report incorporates information provided by City staff to establish current land use, projected land use in 10 years, and projected land use at build-out. Single family, multifamily, retail, office, industrial, and institutional uses of land have been projected to establish the need for growth-related infrastructure. The IIP section of the report is incorporated into the discussion of each fee category (Arterial Streets, Parks, Fire, Police, Public Building, Water, Wastewater, and Reclaimed Water).

Discussion:

The LUA and IIP were discussed at a City Council Work Session on December 4, 2023. The draft report was posted on the City's website on September 21, 2023, to provide interested parties with a minimum of 60 days advance notice of the planned Public Hearing, and was emailed to stakeholders on that same day. A Public Hearing was held on December 7, 2023, to hear any residents or business representatives who wished to comment or question the results of the report. There were no objections raised regarding the LUA or IIP at the Public Hearing.

Attachments

Resolution 5762 Adopting the System Development Fee Land Use Assumptions and Infrastructure Improvements Plan

Exhibit A - System Development Fee Update Report

RESOLUTION NO. 5762

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AND ADOPTING THE 2022-2023 LAND USE ASSUMPTIONS AND INFRASTRUCTURE IMPROVEMENTS PLAN AS PUBLISHED IN THE DOCUMENT TITLED "CITY OF CHANDLER SYSTEM DEVELOPMENT FEE UPDATE: 2022-2032 LAND USE ASSUMPTIONS AND INFRASTRUCTURE IMPROVEMENTS PLAN," DATED SEPTEMBER 2023, AND PROVIDING NOTICE OF THE CITY OF CHANDLER'S INTENT TO MODIFY SYSTEM DEVELOPMENT FEES.

WHEREAS, pursuant to A.R.S. § 9-463.05, the City of Chandler assesses system development fees to provide funding for necessary public services that will serve new development within the city; and

WHEREAS, every five years, pursuant to A.R.S. § 9-463.05, the City of Chandler must update its Land Use Assumptions and Infrastructure Improvements Plan describing the necessary public services that will be funded by the system development fees and the service areas within which the fees will apply; and

WHEREAS, City of Chandler staff have taken action to assure that the Land Use Assumptions and Infrastructure Improvements Plan have been properly updated, that biennial audits have been performed by qualified professionals pursuant to A.R.S. § 9-463.05(G)(2), that proper notice to stakeholders was completed, and that a public hearing was held, as required, on December 7, 2023, to hear citizen comments and concerns regarding the Land Use Assumptions and Infrastructure Improvements Plan.

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

Section 1. Approves the Land Use Assumptions and Infrastructure Improvements Plan contained in the document titled "City of Chandler System Development Fee Update: 2022-2032 Land Use Assumptions and Infrastructure Improvements Plan," a copy of which is attached as Exhibit A to this Resolution.

Section 2. Gives notice of the City of Chandler's intent to modify system development fees.

PASSED AND ADOPTED by the City Council of the City of Chandler, Maricopa County, Arizona, this 11th day of January 2024.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5762 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 11th day of January 2024, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

City of Chandler, Arizona
System Development Fee Update:

2022-2032 Land Use Assumptions and Infrastructure Improvements Plan

duncan associates

September 2023

Public Review Draft

Prepared by
Duncan Associates

Clancy Mullen, Project Manager
17409 Rush Pea Circle, Austin, TX 78738
512-423-0480
clancy@duncanassociates.com

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EXECUTIVE SUMMARY

Impact fees are charges assessed on new development to cover the costs of capital improvements needed to accommodate growth. The City of Chandler calls its impact fees "system development fees," or SDFs. Duncan Associates has been retained by the City of Chandler to update the City's system development fees in compliance with the five-year update requirement of the Arizona development impact fee enabling act. This report provides all the analysis required prior to the adoption of updated impact fees, including land use assumptions, infrastructure improvements plans and fee calculations.

History of System Development Fees

In 2011, the legislature passed SB 1525, which was signed by the governor on April 26, 2011. SB 1525 constituted a major overhaul of Arizona's impact fee enabling act for municipalities. The City updated its system development fees in compliance with the statute based on studies completed in 2014 and 2018.[1]

Major changes were made in the 2014 study to comply with the new State enabling act and to make the fees as defensible as possible. The 2014 study added a ten-year cost analysis, and the fees were based on the lowest of the existing, ten-year or buildout cost per service unit. The addition of the ten-year analysis was intended to ensure compliance with SB 1525's requirement that the infrastructure improvements plan may not cover a period longer than ten years. The arterial street methodology was modified to take into account pass-by trips and average trip lengths. For the utility fees, an existing cost per service unit calculation was also added, as required by SB 1525. Finally, the 2014 update merged the separate water resources fee with the water fee, and the separate wastewater treatment and trunkline fees were combined.

The City has pledged public building system development fees for the repayment of bonds and interfund loans. The public building fees are no longer authorized except to repay pledged debt. Consequently, an updated infrastructure improvements plan is not prepared for public buildings. The City can retain its current public building system development fees and use them to repay pledged debt until the remaining obligations have been retired.

The 2018 update made two changes to the arterial street fee. The updated arterial street fees no longer included a pass-through adjustment, which was determined not to be necessary. In addition, a portion of the downtown area was removed from the arterial street service area. This change to the service area recognized that this area has paid for arterial street improvements through public improvement districts, and was also intended to encourage development in the affected area.

[1] Duncan Associates, *City of Chandler System Development Fee Update*, January 2014 and August 2018.

The City plans to cease collection of library impact fees by the end of September, 2023, after determining that the current fund balance is sufficient to pay all outstanding obligations and anticipated required expenditures. For this reason, library fees are not included in this update.

Summary of Findings

The updated non-utility system development fees are summarized in top section of Table 1, followed by current fees and percentage changes. It is not possible to show a single total updated non-utility fee for residential uses, because the park fees differ between three service areas. Also note that the arterial street fees apply only in the arterial street service area (see Figure 3) – total current and updated fees would be lower outside this area. Total updated non-utility fees are lower for most land use types in most areas of the city. The City will cease collecting park fees in the Northwest park service area, which has almost no remaining residential development potential.

Table 1. Updated and Current Non-Utility Fees

		Arterial	Parks by Serv. Area					Public	Total Fees by Park Area		
Land Use	Unit	Streets*	NW	NE	SE	Fire	Police	Bldgs.	NW	NE	SE
Updated Fees											
Single-Family**	Dwelling	$3,792	$0	$129	$5,242	$308	$74	$110	$4,284	$4,413	$9,526
Multi-Family**	Dwelling	$2,059	$0	$109	$4,424	$259	$62	$79	$2,459	$2,568	$6,883
Retail/Comm.	sq. ft.	$3.894				$0.323	$0.078	$0.120	$4.415	$4.415	$4.415
Office	sq. ft.	$5.347				$0.169	$0.041	$0.080	$5.637	$5.637	$5.637
Industrial/Whse.	sq. ft.	$1.050				$0.077	$0.018	$0.020	$1.165	$1.165	$1.165
Public/Institutional.	sq. ft.	$1.976				$0.161	$0.039	$0.030	$2.206	$2.206	$2.206
Current Fees											
Single-Family**	Dwelling	$3,869	$983	$237	$2,338	$218	$127	$110	$5,307	$4,561	$6,662
Multi-Family**	Dwelling	$2,190	$729	$176	$1,735	$161	$94	$79	$3,253	$2,700	$4,259
Retail/Comm.	sq. ft.	$5.040				$0.220	$0.130	$0.120	$5.510	$5.510	$5.510
Office	sq. ft.	$4.040				$0.200	$0.110	$0.080	$4.430	$4.430	$4.430
Industrial/Whse.	sq. ft.	$1.170				$0.040	$0.020	$0.020	$1.250	$1.250	$1.250
Public/Institutional.	sq. ft.	$0.970				$0.060	$0.030	$0.030	$1.090	$1.090	$1.090
Percent Change											
Single-Family	Dwelling	-2%	-100%	-46%	124%	41%	-42%	0%	-19%	-3%	43%
Multi-Family	Dwelling	-6%	-100%	-38%	155%	61%	-34%	0%	-24%	-5%	62%
Retail/Comm.	sq. ft.	-23%				47%	-40%	0%	-20%	-20%	-20%
Office	sq. ft.	32%				-16%	-63%	0%	27%	27%	27%
Industrial/Whse.	sq. ft.	-10%				93%	-10%	0%	-7%	-7%	-7%
Public/Institutional.	sq. ft.	104%				168%	30%	0%	102%	102%	102%

* arterial streets fee applies only in arterial street service area (see Figure 3), and totals only apply to the arterial streets service area

** single-family defined as a dwelling unit with an individual water meter, multi-family as sharing a meter with other units

Source: Updated fees from Table 23 (streets), Table 40 (parks), Table 52 (fire), and Table 61 (police); updated public building fees are unchanged from current fees; current fees from City of Chandler, System Development Fee Schedule.

The updated utility system development fees are summarized in Table 2 below, along with a comparison to current fees. The combined updated utility fees are 16% higher than current fees for most customer types.

Table 2. Updated and Current Utility Fees

Housing or Meter Type	Water	Waste-Water	Reclaimed Water	Total
Updated Fees				
Single-Family Unit	$2,460	$5,989	$1,094	$9,543
Multi-Family Unit	$822	$2,539	$464	$3,825
3/4" Disc	$3,690	$8,984	$1,641	$14,315
1" Disc	$6,150	$14,973	$2,735	$23,858
1 1/2" Disc	$12,300	$29,945	$5,470	$47,715
2" Disc/Turbine	$19,680	$47,912	$8,752	$76,344
3" Compound	$55,350	$134,753	$24,615	$214,718
4" Compound	$61,500	$149,725	$27,350	$238,575
6" Compound	$123,000	$299,450	$54,700	$477,150
8" Compound	$196,800	$479,120	$87,520	$763,440
3" Turbine	$43,050	$104,808	$19,145	$167,003
4" Turbine	$73,800	$179,670	$32,820	$286,290
6" Turbine	$153,750	$374,313	$68,375	$596,438
8" Turbine	$221,400	$539,010	$98,460	$858,870
Current Fees				
Single-Family Unit	$3,397	$4,024	$837	$8,258
Multi-Family Unit	$1,281	$1,940	$403	$3,624
3/4" Disc	$5,096	$6,036	$1,256	$12,388
1" Disc	$8,493	$10,060	$2,093	$20,646
1 1/2" Disc	$16,985	$20,120	$4,185	$41,290
2" Disc/Turbine	$27,176	$32,192	$6,696	$66,064
3" Compound	$54,352	$64,384	$13,392	$132,128
4" Compound	$84,925	$100,600	$20,925	$206,450
6" Compound	$169,850	$201,200	$41,850	$412,900
8" Compound	$271,760	$321,920	$66,960	$660,640
3" Turbine	$59,448	$70,420	$14,648	$144,516
4" Turbine	$101,910	$120,720	$25,110	$247,740
6" Turbine	$212,313	$251,500	$52,313	$516,126
8" Turbine	$305,730	$362,160	$75,330	$743,220
Percent Change				
Single-Family Unit	-28%	49%	31%	16%
Multi-Family Unit	-36%	31%	15%	6%
3/4" Disc	-28%	49%	31%	16%
1" Disc	-28%	49%	31%	16%
1 1/2" Disc	-28%	49%	31%	16%
2" Disc/Turbine	-28%	49%	31%	16%
3" Compound	2%	109%	84%	63%
4" Compound	-28%	49%	31%	16%
6" Compound	-28%	49%	31%	16%
8" Compound	-28%	49%	31%	16%
3" Turbine	-28%	49%	31%	16%
4" Turbine	-28%	49%	31%	16%
6" Turbine	-28%	49%	31%	16%
8" Turbine	-28%	49%	31%	16%

Note: For meters larger than 8", the fee is calculated by multiplying the safe maximum operating capacity of the meter in gallons per minute (gpm) by the fee for a 1" meter, and dividing the result by 20 gpm.
Source: Updated fees from Table 84 (water), Table 99 (wastewater) and Table 110 (reclaimed water); current fees from *System Development Fee Schedule* on City's website, December 15 2021.

Total (utility plus non-utility) system development fees can only be shown for residential uses, because nonresidential utility fees are assessed based on meter size. Updated system development fees per single-family unit are compared to current fees in Table 3. Changes in total fees per single-family unit range from increases of 2% to 28%, depending on the area.

Table 3. Updated and Current Single-Family Fees

	Updated Fees		Current Fees		Percent Change	
Fee Type	Art. Streets Serv. Area	Rest of City	Art. Streets Serv. Area	Rest of City	Art. Streets Serv. Area	Rest of City
Arterial Streets	$3,792	$0	$3,869	$0	-2%	n/a
Parks, NW Service Area	$0	$0	$983	$983	-100%	-100%
Parks, NE Service Area	$129	$129	$237	$237	-46%	-46%
Parks, SE Service Area	$5,242	n/a	$2,338	n/a	124%	n/a
Fire	$308	$308	$218	$218	41%	41%
Police	$74	$74	$127	$127	-42%	-42%
Public Building	$110	$110	$110	$110	0%	0%
Water	$2,460	$2,460	$3,397	$3,397	-28%	-28%
Wastewater	$5,989	$5,989	$4,024	$4,024	49%	49%
Reclaimed Water	$1,094	$1,094	$837	$837	31%	31%
Total, Parks NW Area	$13,827	$10,035	$13,565	$9,696	2%	3%
Total, Parks NE Area	$13,956	$10,164	$12,819	$8,950	9%	14%
Total, Parks SE Area	$19,069	$10,035	$14,920	$8,713	28%	15%

Source: Table 1 and Table 2 ("na" indicates not applicable – all of the southeast parks service area is within the arterial streets service area).

While fee changes differ by facility type, land use and area, the overall system development fee revenue over the next ten years, based on the land use assumptions, will be slightly higher than under current fees, as shown in Table 4 below.

Table 4. Updated and Current Fee Revenue, 2022-2032

Fee Type	Current Fees	Updated Fees	Percent Change
Non-Utility Fees			
Parks, NW Service Area	$30,473	$0	-100%
Parks, NE Service Area	$1,227,186	$667,962	-46%
Parks, SE Service Area	$2,943,542	$6,599,678	124%
Parks Subtotal	$4,201,201	$7,267,640	73%
Arterial Streets	$25,721,112	$25,209,216	-2%
Fire	$2,399,526	$3,390,156	41%
Police	$1,397,889	$814,518	-42%
Public Building	$1,210,770	$1,210,770	0%
Subtotal, Non-Utility Fees	$34,930,498	$37,892,300	8%
Utility Fees			
Water	$80,084,275	$57,994,500	-28%
Wastewater	$46,605,968	$69,364,598	49%
Reclaimed Water	$9,694,134	$12,670,708	31%
Subtotal, Utility Fees	$136,384,377	$140,029,806	3%
Grand Total	$171,314,875	$177,922,106	4%

Source: Fee revenue is current and updated single-family fee from Table 1 and Table 2 times new 2022-2032 EDUs from Table 13 (streets), Table 29 (parks), Table 45 (fire and police), Table 70 (water) and Table 90 (wastewater and reclaimed water); public building revenue from Table 66.

None of the updated fees are based on the existing level of service, because those fees would generate more revenue than the lowest plan-based fee. Consequently, the fees are based on the lower fees calculated using the plan-based methodology (total capital cost over the next ten years or to buildout, whichever is lowest, divided by new service units projected over the same time period). Types of capital costs to be recovered include new improvements, encumbered costs for ongoing projects, pledged debt or interfund loans, the cost of required SDF study updates, and the cost of biennial impact fee audits. Available revenue is the sum of current fund balance and projected revenue based on the updated fee and the growth projections in the Land Use Assumptions. The results are summarized on Table 5.

Arterial street and fire impact fees are based on the ten-year needs, because additional projects beyond ten years would result in a higher buildout cost per service unit. The grandfathered public building fees should cover most of its pledged debt within the next ten years.

The park fees for the northwest service areas are no longer needed, as the fund balance is sufficient to repay all capital obligations. The updated park fees for the other two park service area, as well as the police and utility fees, are based on buildout capital needs, because the buildout cost per service unit is less than both the existing level of service and the ten-year cost per service unit. The updated fees for these facilities will generate less revenue in the next ten years than ten-year capital needs, but enough revenue to fully fund buildout capital needs.

Table 5. Capital Needs and Fee Revenue, 10-Year and Buildout

Fee Type	10-Year Needs*	10-Year Revenue	% of Needs	Buildout Needs*	Buildout Revenue	% of Needs
Non-Utility Fees						
Parks, NW Service Area	$0	$0	0%	$0	$0	0%
Parks, NE Service Area	$1,528,805	$667,962	44%	$1,549,280	$1,553,289	100%
Parks, SE Service Area	$8,844,323	$6,599,678	75%	$8,864,798	$8,864,222	100%
Parks Subtotal	$10,373,128	$7,267,640	70%	$10,414,078	$10,417,511	100%
Arterial Streets	$25,211,186	$25,209,216	100%	$143,204,359	$57,543,600	40%
Fire	$3,630,957	$3,629,541	100%	$20,495,407	$7,832,509	38%
Police	$2,051,375	$1,071,971	52%	$2,092,325	$2,081,775	99%
Public Building	$1,611,424	$1,210,770	75%	$1,611,424	$1,611,424	100%
Subtotal, Non-Utility Fees	$42,878,070	$38,389,138	90%	$177,817,593	$79,486,819	45%
Utility Fees						
Water	$116,442,198	$70,083,018	60%	$116,483,148	$116,495,838	100%
Wastewater	$140,967,559	$87,789,200	62%	$143,908,509	$143,906,130	100%
Reclaimed Water	$25,489,352	$15,285,434	60%	$25,530,302	$25,536,214	100%
Subtotal Utility Fees	$282,899,109	$173,157,652	61%	$285,921,959	$285,938,182	100%
All Impact Fee Types						
Grand Total	$325,777,179	$211,546,790	65%	$463,739,552	$365,425,001	79%

* "needs" is needed revenue (the cost of planned projects and obligations, less current fund balance)

Source: Table 26 (arterial streets), Table 43 (parks), Table 55 (fire), Table 64 (police), Table 65 and Table 66 (public building), Table 87 (water), Table 102 (wastewater), and Table 113 (reclaimed water).

LEGAL FRAMEWORK

Impact fees are a way for local governments to require new developments to pay a proportionate share of the infrastructure costs they impose on the community. In contrast to traditional "negotiated" developer exactions, impact fees are charges that are assessed on new development using a standard formula based on objective characteristics, such as the number and type of dwelling units constructed. The fees are one-time, up-front charges, with the payment made at the time of building permit issuance. Impact fees require each new development project to pay its pro-rata share of the cost of new capital facilities required to serve that development.

Arizona's enabling act for municipalities is codified in A.R.S. Sec. 9-463.05. In 2011, the legislature passed SB 1525, which was signed by the governor on April 26, 2011. SB 1525 constituted a major overhaul of Arizona's enabling act for municipalities. This section summarizes some of the major provisions of the current state act.

Eligible Facilities

Prior to SB 1525, municipalities could assess impact fees for any "necessary public services" (which was not defined) that constituted "costs to the municipality." SB 1525 amended the statute to limit the types of facilities for which impact fees can be assessed. Authorized facilities for which impact fees can be assessed, after January 1, 2012, are limited to the following defined "necessary public services:"

> *"Necessary public service" means any of the following facilities that have a life expectancy of three or more years and that are owned and operated by or on behalf of the municipality:*
>
> *(a) Water facilities, including the supply, transportation, treatment, purification and distribution of water, and any appurtenances for those facilities.*
>
> *(b) Wastewater facilities, including collection, interception, transportation, treatment and disposal of wastewater, and any appurtenances for those facilities.*
>
> *(c) Storm water, drainage and flood control facilities, including any appurtenances for those facilities.*
>
> *(d) Library facilities of up to ten thousand square feet that provide a direct benefit to development, not including equipment, vehicles or appurtenances.*
>
> *(e) Street facilities located in the service area, including arterial or collector streets or roads that have been designated on an officially adopted plan of the municipality, traffic signals and rights-of-way and improvements thereon.*
>
> *(f) Fire and police facilities, including all appurtenances, equipment and vehicles. Fire and police facilities do not include a facility or portion of a facility that is used to replace services that were once provided elsewhere in the municipality, vehicles and equipment used to provide administrative services, helicopters or airplanes or a facility that is used for training firefighters or officers from more than one station or substation.*

> *(g) Neighborhood parks and recreational facilities on real property up to thirty acres in area, or parks and recreational facilities larger than thirty acres if the facilities provide a direct benefit to the development. Park and recreational facilities do not include vehicles, equipment or that portion of any facility that is used for amusement parks, aquariums, aquatic centers, auditoriums, arenas, arts and cultural facilities, bandstand and orchestra facilities, bathhouses, boathouses, clubhouses, community centers greater than three thousand square feet in floor area, environmental education centers, equestrian facilities, golf course facilities, greenhouses, lakes, museums, theme parks, water reclamation or riparian areas, wetlands, zoo facilities or similar recreational facilities, but may include swimming pools.*
>
> *(h) Any facility that was financed and that meets all of the requirements prescribed in subsection* R *of this section.* (A.R.S. Sec. 9-463.05.T.7)

No longer authorized are fees for public building facilities, sanitation facilities, library buildings larger than 10,000 square feet and library books or equipment, fire and police administrative and training facilities and aircraft, parks larger than 30 acres and community centers larger than 3,000 square feet. No changes were made to authorized improvements for road, stormwater drainage, water or wastewater facilities, other than the new requirement that eligible facilities must have a life expectancy of at least three years.

Pledged Debt

Municipalities are authorized to continue to charge impact fees that were enacted prior to the January 1, 2012 effective date of SB 1525 without updating them according to the new enabling act if they were pledged to retire debt, pursuant to A.R.S. Sec. 9-463.05.R:

> *R. A municipality may continue to assess a development fee adopted before January 1, 2012 for any facility that was financed before June 1, 2011 if:*
>
> *1. Development fees were pledged to repay debt service obligations related to the construction of the facility.*
>
> *2. After August 1, 2014, any development fees collected under this subsection are used solely for the payment of principal and interest on the portion of the bonds, notes or other debt service obligations issued before June 1, 2011 to finance construction of the facility.*

The Arizona League of Cities and Towns has construed the word "pledged" to include the expressed intent to use impact fees to repay interfund loans or more formal debt instruments, such as general obligation or revenue bonds. The City has pledged fee revenue in this sense for all its system development fees. However, whether debt is pledged pursuant to SB 1525 is of real significance only for improvements that are no longer authorized after January 1, 2012. Consequently, pledged debt is of significance only for parks (Chandler has pledged the use of park fees to retire outstanding debt used for improvements to three parks larger than 30 acres), and public buildings (public building fees are no longer authorized, but the City has interfund loans for the construction of City Hall).

Compliance Deadlines

SB 1525 added numerous new requirements related to how impact fees are calculated. Land use assumptions (growth projections) must be prepared for each service area, covering at least a ten-year period. Many new requirements were added for the infrastructure improvements plan (IIP) and the impact fee analysis. Compliance with these was required by August 1, 2014, and the City of Chandler met that deadline.

> *A development fee that was adopted before January 1, 2012 may continue to be assessed only to the extent that it will be used to provide a necessary public service for which development fees can be assessed pursuant to this section and shall be replaced by a development fee imposed under this section on or before August 1, 2014. (A.R.S. Sec. 9-463.05K)*

Significant changes were made to the requirements for adopting updated infrastructure improvements plans and fee schedules. These requirements were effective as of January 1, 2012, but only applied to the updated IIP and impact fee schedules that had to be in place by August 1, 2014.

Provisions were also added relating to refunds. However, these provisions only apply to fees collected after August 1, 2014. Other changes, however, were effective as of January 1, 2012. These include new provisions or amendments related to developer credits, the locking-in of fee schedules for 24 months following development approval, and annual reporting requirements. In addition, the expenditure of impact fees enacted or updated after January 1, 2012 is restricted to facilities authorized by SB 1525 (including repayment of pledged debt for unauthorized facilities).

Service Areas

Service areas are a key requirement for impact fees under SB 1525. A service area is defined as "any specified area within the boundaries of a municipality in which development will be served by necessary public services or facility expansions and within which a substantial nexus exists between the necessary public services or facility expansions and the development being served as prescribed in the infrastructure improvements plan." Land use assumptions (growth projections) and an infrastructure improvements plan (list of capital improvements and impact fee analysis) must be prepared for each service area.

It should be noted that multiple service areas are not mandated by SB 1525. As long it can be shown that developments located anywhere within the service area will be served by or benefit from improvements in the service area – which is another way of saying that a "substantial nexus" can be demonstrated – a single service area may be permitted. Service areas for this update are described in the Service Areas section (see page 13).

Service Units

In impact fee analysis, demand for facilities must be expressed in terms of a common unit of measurement, called a "service unit." SB 1525 defines a service unit as "a standardized measure of consumption, use, generation or discharge attributable to an individual unit of development calculated

pursuant to generally accepted engineering or planning standards for a particular category of necessary public services or facility expansions." The service unit used by the City for all its system development fees is the Equivalent Dwelling Unit, or EDU. One EDU represents the average demand for services generated by a single-family dwelling unit.

Level of Service (LOS) Standards

SB 1525 does not define the term "level of service" (LOS), nor does it require the formal adoption of LOS standards. It does require, however, that impact fees be based on the same LOS provided to existing development in the service area. This does not mean that impact fees cannot be based on a higher standard than is currently provided to existing development in a service area. If the fees are based on a higher-than-existing LOS, there must be a plan to use non-impact fee funds to remedy the existing deficiency.

Methodology

SB 1525 is sometimes misunderstood to dictate a particular methodology for calculating impact fees. Because cities must forecast anticipated growth over a fixed time period and identify improvements over the same time period, some are led to think that a "plan-based" methodology is required, where the cost per service unit is calculated by dividing planned costs by anticipated new service units. In fact, however, SB 1525 does not dictate this methodology, and most impact fees in the state have not been calculated in this way. The reason is that, to support a plan-based methodology, the list of planned improvements must be developed using a rigorous analysis, such as the modeling used to develop a transportation master plan, to establish the required nexus between the anticipated growth and the specific list of improvements required to serve that growth. In many cases, such a master plan is not available.

The principal alternative to the plan-based methodology is "standards-based." The key difference is that the plan-based approach is based on a complex level of service (LOS) standard, such as "every road shall function at LOS D or better," or "the average fire response time shall not exceed three minutes," that requires projecting growth by small areas and using sophisticated modeling or analysis to determine the specific improvements needed to maintain the desired LOS. In contrast, a standards-based approach uses a generalized LOS standard, such as the ratio of park acres to population, which does not require an extensive master planning effort to determine the improvements and costs that are attributable to a specific quantity of growth.

There are advantages and disadvantages to the two methodologies. The major advantage of a standards-based methodology is that it is more flexible, since the fees are not dependent on the specific projects included in the list of improvements, only on the average cost to construct a unit of capacity. Changing the list of planned projects typically does not require recalculation of standards-based impact fees, since a single project is likely to have an insignificant impact on the average cost of capacity added by all the improvements. This allows the capital plan to change in response to unforeseen development without triggering the need for an impact fee update. The major disadvantage of the standards-based approach is that it may not be appropriate for cities such as Chandler that are landlocked and approaching buildout. In the case of cities that are near buildout, the standards-based

approach could end up collecting more revenue than is needed to pay for remaining improvement costs and remaining costs to pay for existing facilities with excess capacity.

SB 1525 made three major changes that were addressed in the 2014 study methodology. First, it required that fees not be based on a higher standard than is currently provided to existing development in a service area. Second, it limited the infrastructure improvements plan (IIP) to a maximum of ten years. Third and finally, SB 1525 mandates that fees must be spent within ten years from when they are collected (15 years in the case of water, wastewater, and reclaimed water fees). To ensure compliance with SB 1525, three costs per service unit are calculated in the 2014 study and subsequent updates. The fees are based on the lowest of the three: existing level of service, buildout cost per service unit, and 10-year cost per service unit. This modified methodology complies with all the relevant requirements of SB 1525.

In sum, the existing level of service is calculated using the standards-based methodology, while the ten-year and buildout costs per service unit are calculated using the plan-based methodology (planned costs divided by new service units). The existing level of service is not used as the basis of the updated fees for any of the facility types, because in every case it would generate more revenue than needed over the next ten years or to buildout.

Land Use Assumptions

An impact fee update must now include the development of land use assumptions (growth projections) for each service area. SB 1525 defines land use assumptions as "projections of changes in land uses, densities, intensities and population for a specified service area over a period of at least ten years and pursuant to the general plan of the municipality." Since the infrastructure improvements plan (IIP) that must be prepared for each service area must identify improvement needs for a period not to exceed 10 years, a 10-year time-frame is provided. However, because Chandler is so close to buildout, a buildout time frame is also provided. Land use assumptions are provided in the Land Use Assumptions section of this report (see page 19).

Infrastructure Improvements Plan

SB 1525 requires that an infrastructure improvements plan (IIP) be prepared for each facility type and service area. Impact fees may only be collected to pay for improvements identified in the IIP. By implication, impact fees can only be spent on improvements listed in the IIP. The IIP must identify planned projects over a period of not more than ten years. The updated IIP will cover the ten-year period from 2022-2032.

The IIP is often confused with a list of planned capital improvements. While the IIP must include such a list, it must also contain much more analysis. The IIP is basically the impact fee study. To avoid confusion, this study refers to the list of improvements that must be included in the IIP as the "capital plan." This study provides a single, consolidated document that includes land use assumptions, infrastructure improvements plans and impact fee analyses for all of the City's system development fees.

The IIP must include only new improvements that add capacity to accommodate future growth, or costs attributable to existing improvements that have excess capacity to accommodate future growth. Replacing an existing fire truck or an existing fire station, or remodeling or repairing an existing building, are examples of improvements that do not add capacity. Some projects may be partially eligible. For example, replacing an existing two-bay fire station with a larger three-bay fire station would be partially eligible for impact fee funding.

Refunds

A common and understandable misinterpretation of SB 1525 is that a municipality may be required to refund fees collected if any improvement listed in the IIP is not completed within the timeframe of the IIP. A.R.S. Sec. 9-463.05.B.7 provides that collection of impact fees is allowed only to pay for a project that is identified in the IIP, "and the municipality plans to complete construction and have the service available within the time period established in the infrastructure improvements plan, but in no event longer than the time period provided in subsection H, paragraph 3 of this section" (i.e., 15 years for water, wastewater and reclaimed water, and 10 years for other facilities). The key terms in this section are "plans to complete" and "have the service available." No community has a crystal ball that allows it to know with certainty how much development is going to occur over a 10-15 year period in the future. While the City may plan to complete an improvement in this time period in order to serve anticipated growth, if the anticipated growth does not materialize the improvement may not be needed to serve the growth that does occur.

The refund provisions in the referenced refund subsection (H) reinforce this interpretation. The first two subparagraphs refer to the collection of fees when "service is not provided" (H.1) or when "service is not available" and the municipality has failed to complete construction within the time period identified in the IIP (H.2), a clear echo of the "have the service available" phrase in subsection B.7. In general, impact fees are not collected when services are not available. A clear case would be collecting water, wastewater and reclaimed water fees from a development that is not able to connect to the water and wastewater system. However, the City of Chandler does not do this. For other facilities, service is provided immediately upon development, even if a planned facility could provide service from a closer location. A.R.S. Sec. 9-463.05.B.7 directly references only the final paragraph of subsection H (H.3), which simply requires that the impact fees be spent within a certain time period (15 years for water, wastewater and reclaimed water, and 10 years for other facilities) from the date they were collected. It is reasonable to conclude that this is the only refund provision that will likely be applicable, as long as the City does not collect impact fees and deny access to services. However, there is the possibility that refunds could be required if a construction project comes in significantly lower than its estimated cost, per A.R.S. Sec. 9-463.05.I.

Offsets

New development should not be required to pay twice for the cost of new facilities – once through impact fees and again through other taxes or fees that are used to fund the same facilities. To avoid such potential double-payment, impact fees may be reduced, and such a reduction is referred to as an "offset." Offsets are incorporated into the impact fee calculation. While this has long been a part of impact fee practice in Arizona, the current statute contains the following provision:

> *The municipality shall forecast the contribution to be made in the future in cash or by taxes, fees, assessments or other sources of revenue derived from the property owner towards the capital costs of the necessary public service covered by the development fee and shall include these contributions in determining the extent of the burden imposed by the development. Beginning August 1, 2014, for purposes of calculating the required offset to development fees pursuant to this subsection, if a municipality imposes a construction contracting or similar excise tax rate in excess of the percentage amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications, the entire excess portion of the construction contracting or similar excise tax shall be treated as a contribution to the capital costs of necessary public services provided to development for which development fees are assessed, unless the excess portion was already taken into account for such purpose pursuant to this subsection.* (A.R.S. Sec. 9-463.05.B.12)

The language inserted in the state enabling act by SB 1525, cited above, requires municipalities to provide offsets for the excess portion of any construction contracting excise tax. Since the City of Chandler does not charge a construction excise tax higher than for other types of business activities, no such offset is required.

The revenue forecast required by A.R.S. Sec. 9-463.05.B.12 is provided in Appendix D. In general, offsets are only required for funding that is dedicated for capacity-expanding improvements of the type addressed by the impact fee. A municipality is not required to use general fund revenue to pay for growth-related improvements. If, for example, a municipality decides that the existing level of service on which impact fees are based is insufficient and opts to use general revenue to raise the level of service for both existing and new development, no offset would be required.

The clearest situation that requires an offset is when there is outstanding debt on the facilities that are providing existing development with the level of service that new development will be expected to pay for through impact fees. In this case, new development will be paying for the facilities that will serve them, while also paying for a portion of the cost of facilities serving existing development through property or other taxes. Consequently, the impact fees should be reduced to avoid this potential double-payment.

Another clear case requiring offsets is when the impact fees for a particular service area have been adopted based on a level of service that is higher than what is currently provided to existing development in the service area. In such a case, the cost of remedying the existing deficiency will almost always be funded by future revenue sources to which new development in the service area will contribute. To the extent that this is the case, an offset is required. Because the updated fees do not exceed the cost of the existing level of service, such an offset is not applicable to this study.

As noted above, an offset will generally be warranted when new development will be contributing toward a funding source that is dedicated to fund the same growth-related improvements addressed by the impact fee. Offsets are also often provided for anticipated grant funding that may be available to help fund growth-related improvements, although the uncertainty of such funding and the fact that it is not generated specifically by new development generally make this type of offset discretionary.

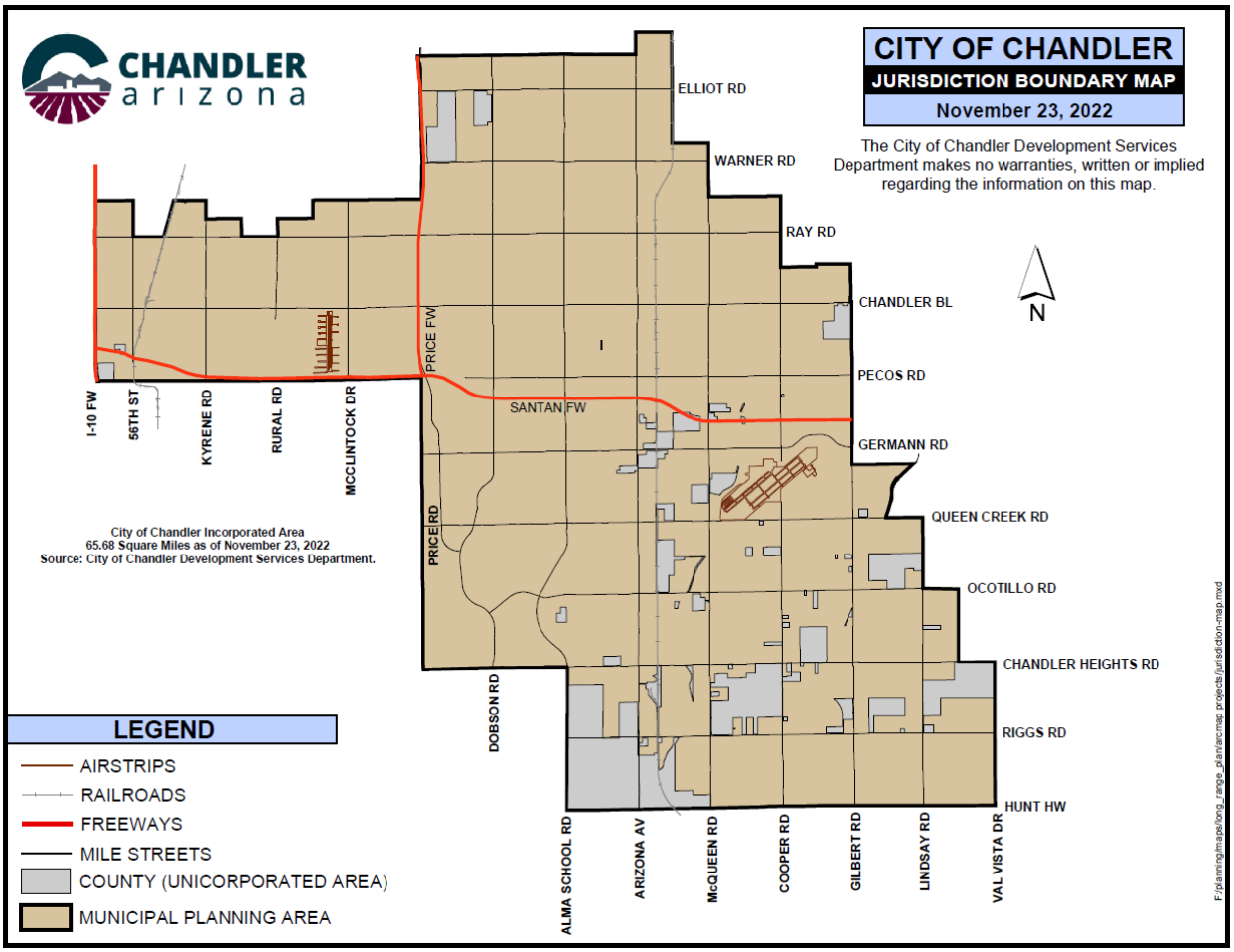
SERVICE AREAS

As noted in the Legal Framework section, service areas are a key requirement for impact fees under SB 1525. Land use assumptions (growth projections) and an infrastructure improvements plan (list of capital improvements and impact fee analysis) must be prepared for each service area. Multiple service areas are not mandated by SB 1525, as long as it can be shown that developments located anywhere within the service area will be served by or benefit from improvements anywhere in the service area – which is another way of saying that a "substantial nexus" can be demonstrated.

Chandler currently charges system development fees for arterial streets, water (including water resources), wastewater, reclaimed water, parks, libraries, fire, police and public building facilities. Except for arterial streets and parks, the current service areas are city-wide.

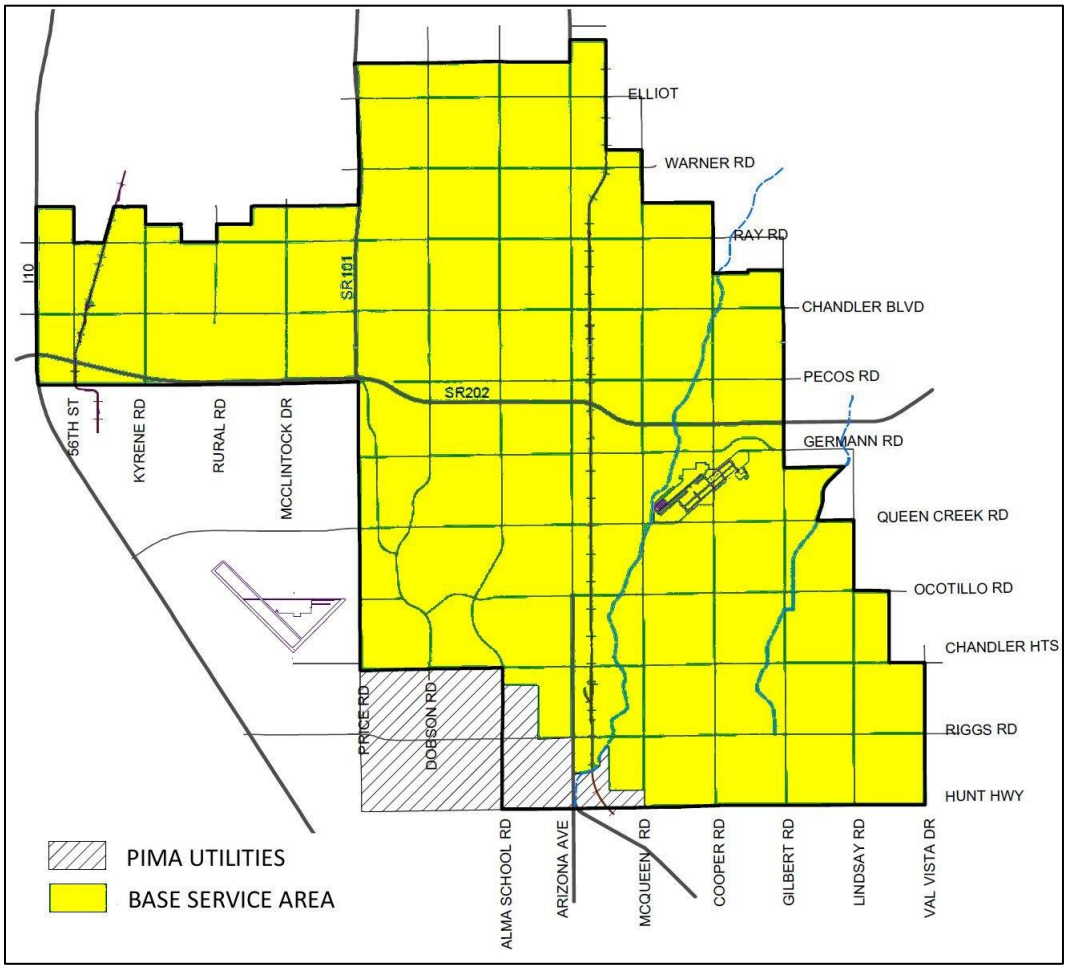
The service areas include most unincorporated areas within the City's municipal planning area. Non-utility system development fees are not assessed in the unincorporated areas, unless they annex into the City. Utility system development fees may be assessed on new City utility customers located in unincorporated areas. The municipal planning area and the areas that are currently unincorporated are shown in Figure 1.

Figure 1. City Limits and Municipal Planning Area



The city-wide service area excludes the unincorporated area in the southwest corner of the planning area that is served by Pima Utilities, because the City does not anticipate ever annexing or providing services to this area. As discussed below, the city-wide service area continues to be appropriate for the water, wastewater, reclaimed water, fire, and police system development fees.

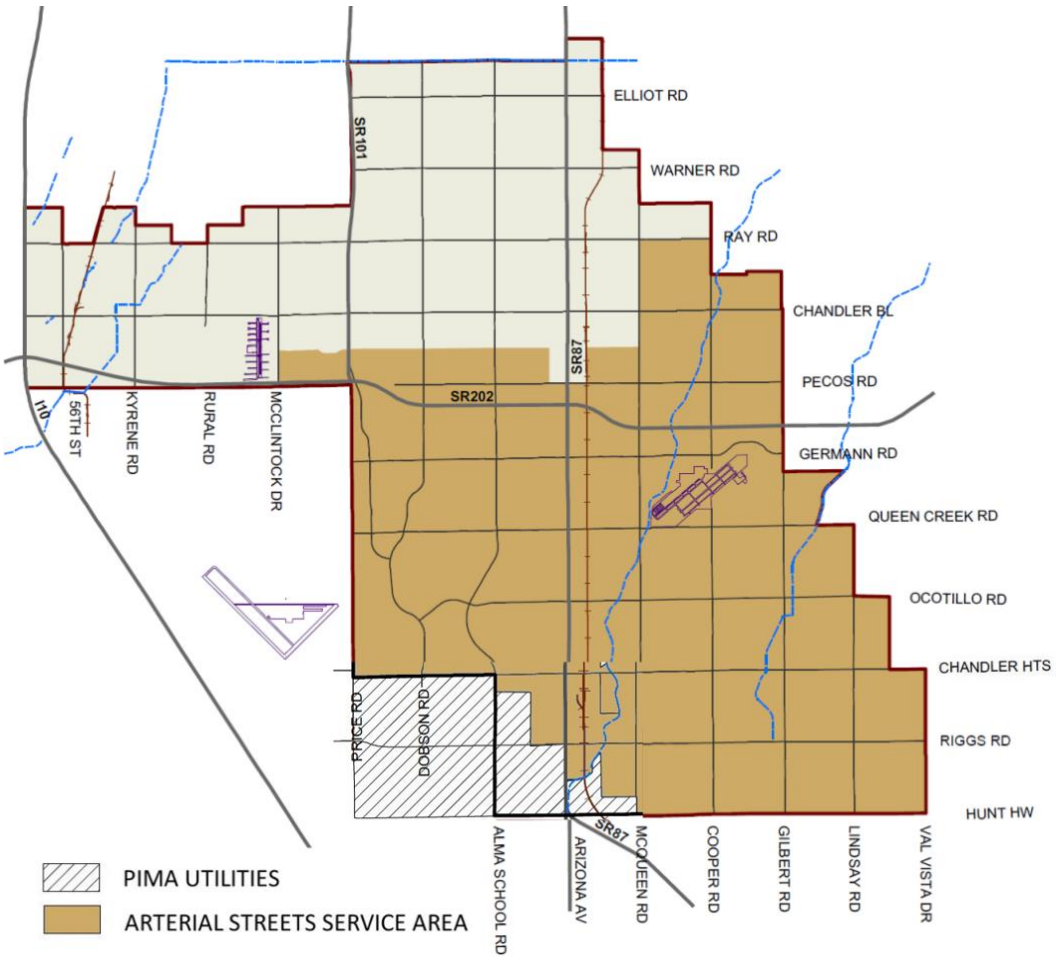
Figure 2. City-Wide Service Area



Arterial Streets

Transportation planners classify roadways according to function. The primary function of arterial streets is to move traffic long distances within a community. Since arterial streets are designed to move traffic throughout the community, a single service area continues to be appropriate. The City's current arterial streets service area excludes an area in the northwest part of the city where arterial streets have been funded with improvement districts. It also excludes the largely developed downtown area, where the arterial street system is in place and the City desires to encourage redevelopment, as shown in Figure 3.

Figure 3. Arterial Streets Service Area



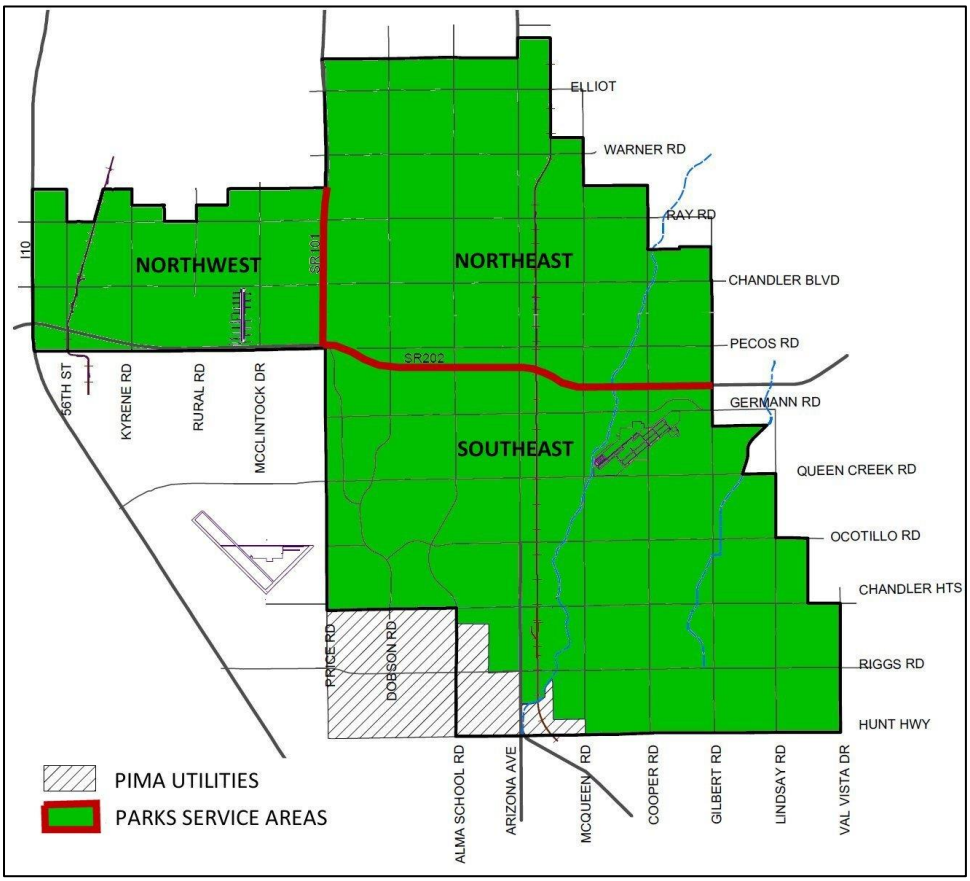
Parks

SB 1525 authorizes fees for "neighborhood parks," although the term is undefined except for certain restrictions. The most important restriction is that neighborhood parks cannot exceed 30 acres (unless a "direct benefit" - another undefined term - can be demonstrated).

The City's 2021 *Parks Strategic Master Plan* contains planning standards for neighborhood and community parks. A neighborhood park is typically 1-10 acres and serves an area of about a one-half mile radius, while a community park has a typical size of 10-75 acres and serves an area of about a two- to three-mile radius. The 30-acre park size authorized for impact fees falls in the middle of Chandler's community park planning standards.

Park impact fee service areas can reasonably be larger than the area served by a single park. Residents do not always use the park closest to them. A park impact fee system where each existing or potential park has its own service area would be unworkable. The City's three park service areas are shown in Figure 4. Each is roughly the size of one or two community park areas.

Figure 4. Park Service Areas



Public Buildings

The City continues to assess public building fees to retire pledged debt incurred prior to 2011. These fees are not required to be updated in conformance with the current state impact fee enabling act. The fees are collected on new development city-wide.

Fire and Police

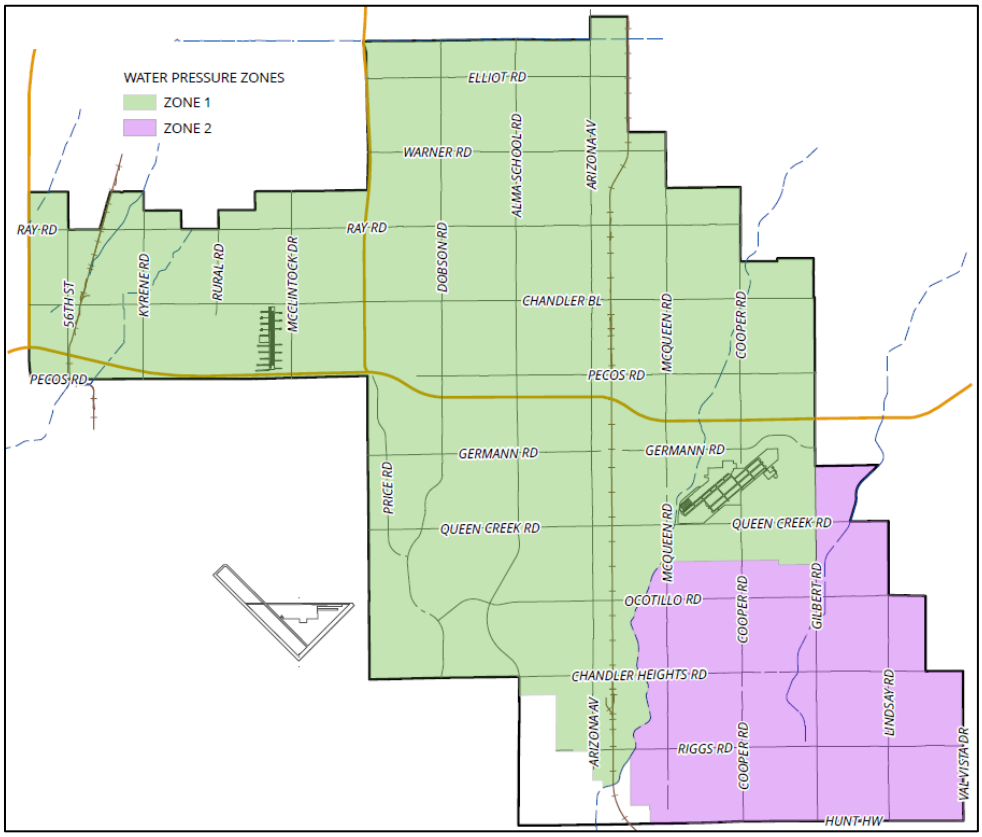
The current service areas for fire and police system development fees are city-wide. Police services are deployed from the Police Main Station, Desert Breeze Substation and Chandler Heights Substation, and are supported by a Property and Evidence Facility. Police protection are provided by patrol officers assigned to a specific geographic area but available to respond to any incident, as needed. Fire and emergency response is provided by units located in 11 stations, supported by administrative facilities. While units are typically dispatched to an incident from the nearest station, units from other stations may respond if the unit from the closest station is responding to another incident. In addition, units from multiple stations may be dispatched to a major incident. Fire and police facilities thus form an integrated system, and the city-wide service area is appropriate.

Water, Wastewater and Reclaimed Water

A single city-wide service area continues to be appropriate for water, wastewater and reclaimed water, because of the interconnected nature of the City's water and wastewater systems.

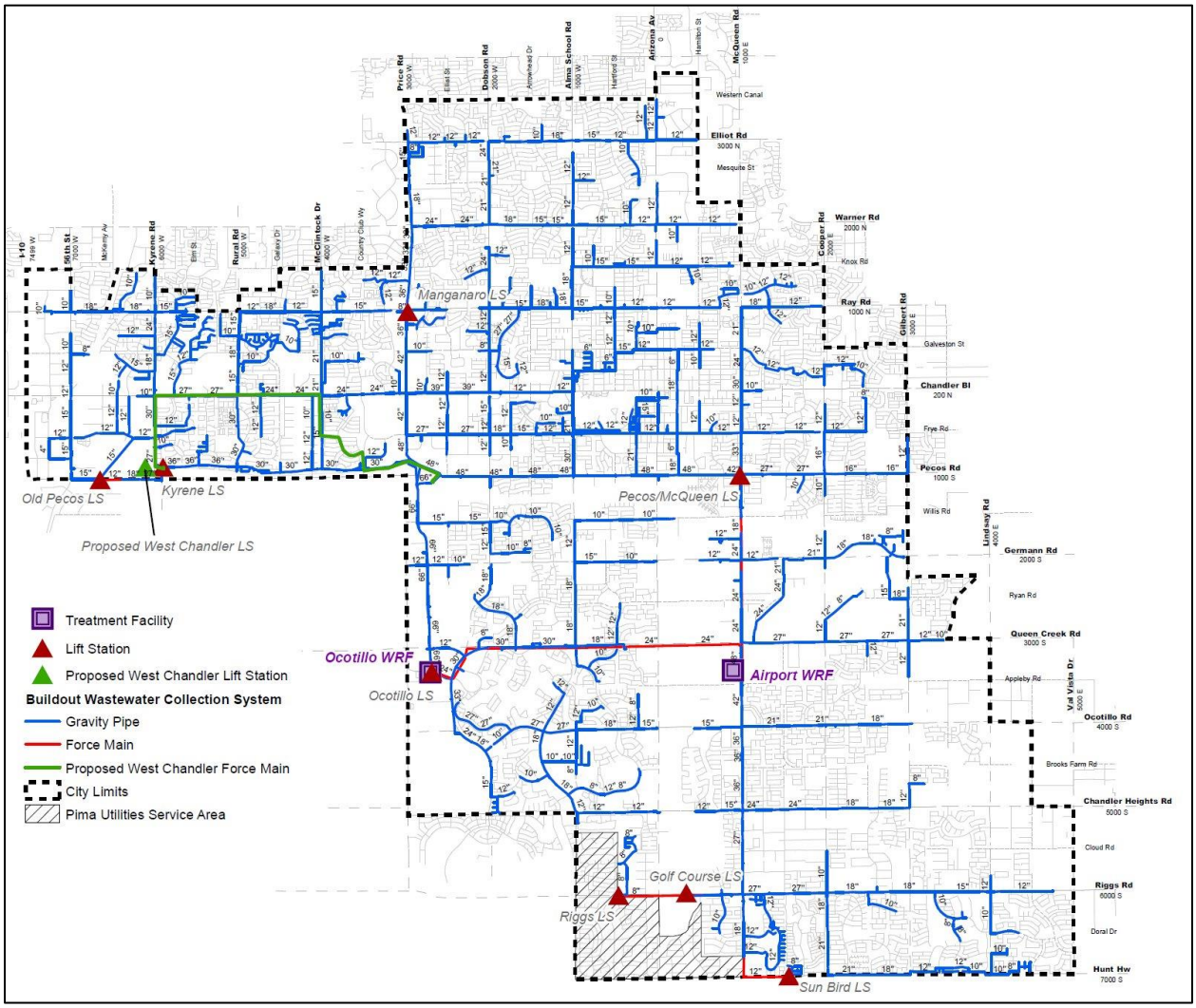
The City's surface water supplies include Salt River Project (SRP) water, Roosevelt Water Conservation District (RWCD) water, New Conservation Storage (NCS) water (which was developed by increasing the capacity of Roosevelt Dam), and Colorado River water delivered through the Central Arizona Project (CAP). Groundwater is pumped from wells throughout the City to supplement surface water supplies and to provide additional supply during times of surface water shortage. Surface water treatment facilities include the Surface Water Treatment Plant and the City's share of the San Tan Vista Water Treatment Plant jointly owned with the Town of Gilbert. There are currently two pressure zones, although the configuration of these zones may change in the future. Pressure reducing valves (PRVs) provide interconnections between the two pressure zones to provide backup water supply (see Figure 5). No area of the City is served by a separate set of facilities. The City's water system is a pressurized, integrated system suitable for a single service area.

Figure 5. Water Pressure Zones



Chandler's wastewater is currently treated at three facilities: the Ocotillo Water Reclamation Facility, the Airport Water Reclamation Facility and the Lone Butte Wastewater Treatment Plant. The Lone Butte plant will eventually be decommissioned. At buildout, the city will be served by two treatment plants, which are already interconnected with two force mains from the Ocotillo to Airport plant. Chandler's buildout wastewater system as recommended by the master plan is illustrated in Figure 6. The wastewater system is an integrated system appropriate for a single service area.

Figure 6. Planned Wastewater System



The City charges a separate reclaimed water system development fee. The reclaimed water system is part of both the water and wastewater systems. Reclaimed water provides both an efficient method of disposing of wastewater and a supplemental water supply source. Consequently, the water/wastewater service area is also the appropriate service area for the reclaimed water system development fee.

LAND USE ASSUMPTIONS

In an attempt to make the fee calculations in this report easier to follow, numbers in one table that are inputs into another table are highlighted in red.

This section presents land use assumptions covering a ten-year period (2022-2032) to serve as the basis for the infrastructure improvements plan and impact fee calculations for the City of Chandler's update of arterial streets, parks, fire, police, water, wastewater, and reclaimed water system development fees. State law requires that land use assumptions be developed for each service area. It defines land use assumptions as "projections of changes in land uses, densities, intensities and population for a specified service area over a period of at least ten years and pursuant to the general plan of the municipality." Due to Chandler's proximity to buildout, buildout projections are also provided.

Chandler's Development Services Department maintains a database on existing and buildout development that is broken down by small areas and contains information on residential population, dwelling units by housing type and nonresidential building square footage by land use type. The Land Use Assumptions are based on the City's existing land use data and buildout projections.

The City's land use data includes all the land within the City's municipal planning area, with the exception that they exclude the area served by Pima Utilities and unincorporated county islands that are unlikely to be annexed. Estimates of existing nonresidential square footage are based on Maricopa County Assessor records. Nonresidential square footage and residential units for future projects that have received zoning approval or are currently under review are included in the buildout estimates. Undeveloped parcels that have not yet received zoning entitlements are assigned a land use that is consistent with the General Plan and any specific area plans that may have been adopted for the area. Building permit data are utilized to update newly constructed homes and nonresidential buildings in a GIS database on a quarterly basis. Density assumptions applied to undeveloped/un-entitled parcels are average densities derived from existing developments in Chandler. Residential population estimates are based on population per housing unit ratios. The City's Development Services Department can provide a more detailed description of assumptions upon request.

While the City has exceptionally good data on existing (2022) and buildout development, it does not have intermediate projections required for the 10-year Land Use Assumptions. An estimate of the percent of new development to buildout that will occur over the next ten years is derived from the Maricopa Association of Governments' (MAG) socioeconomic projections of population and employment by land use type for small areas, prepared in 2019. MAG projections are available for 2020, 2030, 2040, and 2055.

Population and Housing

Based on MAG projections of residential population growth, the percentages of buildout (assumed 2055 MAG projection) residential growth anticipated to occur over the next ten years by service area is shown in Table 6 on the following page.

Table 6. Ten-Year Percent of Buildout New Population

RAZ	Service Area Parks	Strts	Residential Population 2020	2022	2030	2032	2040	2055	New Pop. 22-32	22-55	New 22-32 % of 22-55
310	NE		51,165	52,340	57,041	57,977	61,722	67,997	5,637	15,657	n/a
315	NW		40,137	40,681	42,858	42,891	43,024	43,284	2,210	2,603	n/a
316	NE		35,809	36,769	40,607	40,920	42,174	42,901	4,151	6,132	n/a
317	NE	Yes	34,271	34,845	37,141	37,616	39,516	42,264	2,771	7,419	n/a
325	SE	Yes	46,190	46,782	49,149	49,315	49,980	50,253	2,533	3,471	n/a
327	SE	Yes	25,353	26,275	29,965	30,134	30,810	31,013	3,859	4,738	n/a
328	SE	Yes	46,586	47,727	52,291	52,606	53,865	54,646	4,879	6,919	n/a
Subtotal, Parks NW			40,137	40,681	42,858	42,891	43,024	43,284	2,210	2,603	84.9%
Subtotal, Parks NE			121,245	123,954	134,789	136,513	143,412	153,162	12,559	29,208	43.0%
Subtotal, Parks SE			118,129	120,784	131,405	132,055	134,655	135,912	11,271	15,128	74.5%
City-Wide Population			279,511	285,419	309,052	311,459	321,091	332,358	26,040	46,939	55.5%
Arterial Streets Area			152,400	155,629	168,546	169,671	174,171	178,176	14,042	22,547	62.3%

* 2022 and 2032 are straight-line interpolations between 2000-2030 and 2030-2040 respectively

Source: Maricopa Association of Governments (MAG), *Socioeconomic Projections*, June 2019.

Projections of ten-year (2022-2032) population and housing units are derived from the City's current estimates and buildout projections, assuming the above percentages of remaining residential development that will occur over the next ten years. Existing, ten-year, and buildout projections of population and housing units by service area are summarized in Table 7.

Table 7. Housing Units and Population by Service Area, 2022-Buildout

Service Area	Single-Family	Multi-Family	Total Units	Popu-lation
Parks Northwest, 2022	11,856	5,366	17,222	43,916
Parks Northeast, 2022	33,471	18,697	52,168	133,028
Parks Southeast, 2022	35,611	8,629	44,240	112,812
City-Wide, 2022	80,938	32,692	113,630	289,756
Streets, 2022	52,349	16,384	68,733	175,269
Parks Northwest, 2032	11,877	5,378	17,255	44,000
Parks Northeast, 2032	34,266	23,890	58,156	148,298
Parks Southeast, 2032	36,583	8,969	45,552	116,158
City-Wide, 2032	82,726	38,237	120,963	308,456
Streets, 2032	53,523	18,437	71,960	183,498
Parks Northwest, Buildout	11,881	5,380	17,261	44,016
Parks Northeast, Buildout	35,319	30,774	66,093	168,537
Parks Southeast, Buildout	36,916	9,086	46,002	117,305
City-Wide, Buildout	84,116	45,390	129,506	329,858
Streets, Buildout	54,233	19,680	73,913	188,478

Note: Single-family defined as detached, single-family attached (townhome), and mobile home units

Source: 2022 and buildout housing unit estimates from City of Chandler Planning Division, December 23, 2022; 2032 projections based on ten-year percentages of buildout new development from Table 6; population estimates based on 2.55 persons per unit from 2020 census.

The impact of a dwelling unit on the need for capital facilities is often proportional to the number of persons residing in the dwelling unit. Population density can be measured for different housing types in terms of either average household size (average number of persons per occupied dwelling unit) or persons per unit (average number of persons per dwelling unit, including vacant as well as occupied units). In this analysis, average household size is used. Current information on average household size by housing type in Chandler is available from the U.S. Census Bureau's American Community Survey, as shown in Table 8. These population densities are used to determine residential demand per unit by housing type for parks, fire and police system development fees.

Table 8. Average Household Size by Housing Type

Housing Type	Household Population	Occupied Units	Avg. HH Size
Single-Family*	220,451	78,244	2.82
Multi-Family	51,084	21,502	2.38
Total	271,535	99,746	2.72

* includes single-family detached, attached, and mobile home units
Source: U.S. Census Bureau, American Community Survey 5% weighted sample data based on 1% annual samples in 2017 through 2021 in the City of Chandler.

Nonresidential Development

Using the same procedure described above for residential, the MAG data on employment are used to develop the percentages of buildout nonresidential growth for the Chandler municipal planning area anticipated to occur over the next ten years. These are shown by service area in Table 9.

Table 9. Ten-Year Percent of Buildout New Employment

	Service Area								New Jobs		New 22-32
RAZ	Parks	Strts	2020	2022	2030	2032	2040	2055	22-32	22-55	% of 22-55
310	NE		21,428	22,678	27,678	28,319	30,882	34,225	5,641	11,547	n/a
315	NW		43,778	44,461	47,194	47,756	50,004	51,578	3,295	7,117	n/a
316	NE		27,585	28,356	31,442	31,918	33,820	35,676	3,562	7,320	n/a
317	NE	Yes	8,782	9,156	10,653	10,963	12,201	14,118	1,807	4,962	n/a
325	SE	Yes	33,031	34,409	39,919	40,839	44,517	50,351	6,430	15,942	n/a
327	SE	Yes	11,166	12,010	15,384	16,252	19,723	24,209	4,242	12,199	n/a
328	SE	Yes	8,893	9,127	10,065	10,237	10,923	11,848	1,110	2,721	n/a
City-Wide			154,663	160,197	182,335	186,284	202,070	222,005	26,087	61,808	42.2%
Arterial Streets Area			61,872	64,702	76,021	78,291	87,364	100,526	13,589	35,824	37.9%

* 2022 and 2032 are straight-line interpolations between 2020-2030 and 2030-2040, respectively
Source: Maricopa Association of Governments (MAG), *Socioeconomic Projections*, June 2019.

Projections of ten-year (2022-2032) and buildout nonresidential building square footage by land use type are derived from the City's buildout projections, utilizing the percentages of remaining growth that will occur over the next ten years from Table 9 above. Because park fees are not assessed on nonresidential development, it is not necessary to prepare nonresidential projections for the park service areas. The resulting nonresidential projections city-wide and for the arterial street service area are shown in Table 10.

Table 10. Nonresidential Square Feet by Service Area, 2022-Buildout

Service Area	Commercial	Office	Industrial	Public	Total
City-Wide, 2022	18,758,424	8,088,348	45,475,860	12,407,444	84,730,076
Streets, 2022	8,285,349	3,902,248	24,851,325	7,404,121	44,443,043
City-Wide, 2032	19,859,121	10,027,413	53,756,525	12,929,082	96,572,141
Streets, 2032	9,190,558	5,065,809	30,389,226	7,892,937	52,538,530
City-Wide, Buildout	21,366,710	12,683,289	65,098,288	13,643,554	112,791,841
Streets, Buildout	10,673,762	6,972,329	39,463,200	8,693,874	65,803,165

Source: 2022 and buildout estimates from City of Chandler Planning Division, December 23, 2022; 2032 projections based on ten-year percentages of buildout new jobs from Table 9.

Employee densities are derived from the estimates currently used by the Maricopa Association of Governments, as shown in Table 11. MAG conducted an analysis of employment density by land use type. Building square footage was divided by jobs for each land use type to determine average square feet per employee. These have been converted to employees per 1,000 square feet for use in the functional population estimates (see Appendix B) used to develop the fire and police service unit multipliers.

Table 11. Nonresidential Employment Densities

Land Use Type	Sq. Feet/ Employee	Employees/ 1,000 sq. ft.
Retail Commercial	561	1.78
Office	459	2.18
Industrial/Warehouse	727	1.38
Public	459	2.18

Source: Maricopa Association of Governments, *Data, Models, Methods, and Assumptions in the MAG Socioeconomic Projections*, 2019.

ARTERIAL STREETS

This section updates the City's arterial street system development fees in compliance with the Arizona impact fee enabling act for municipalities (SB 1525). The fee applies only to new development in the subarea of the city designated as the arterial street service area. The system development fee ordinance defines the arterial street system to exclude local streets, collector streets, and freeways. An inventory of the existing arterial street system in the service area was compiled for this update and is presented in Table 114 in Appendix A.

Service Units

As described in the Service Unit subsection of the Legal Framework section, the service unit for all the City's system development fees is the Equivalent Dwelling Unit, or EDU, which represents the demand for facilities generated by a typical single-family dwelling unit. For the arterial street system development fees, the demand for facilities is based on afternoon peak hour trip generation. Trip generation rates are based on information published in the most recent edition of the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*.

Trip generation rates need to be adjusted to exclude pass by and diverted-linked trips. Pass by trips are those trips that are already on a particular route for a different purpose and simply stop at a development on that route. For example, a stop at a convenience store on the way home from the office is a pass by trip for the convenience store. A pass by trip does not create an additional burden on the street system and therefore should not be counted in the assessment of system development fees. Diverted-linked trips are similar to pass by trips in that an intermediate stop is made on the way to the primary destination, but a short diversion is made from the most direct path to the primary destination. The adjustment is made in this update to include only primary trips generated by the development.

It is also necessary to adjust trip generation rates for differences in the average length of trips. A shorter trip imposes a smaller burden on the arterial street system than a longer trip. While published information is available for average trip lengths by trip purpose, the average trip length for peak hour trips of residential, office, industrial/warehouse and public/institutional land uses are dominated by the home-to-work trip and tend to be relatively similar. The exception is retail/commercial uses, which tend to have shorter trip lengths than the home-to-work commute. An adjustment is made to the retail/commercial trip rate to account for the shorter-than-average shopping trip.

The result of combining trip generation rates, primary trip factors and the retail trip length adjustment is a schedule that establishes the number of arterial street service units generated by various land use types per unit of development for Chandler. The recommended service unit multipliers are presented in Table 12.

Table 12. Arterial Street Service Unit Multipliers

Land Use	ITE Code	Unit	Pk Hr Trip Rate	New Trips Factor	Trip Length Factor	Adjusted Trip Rate	EDUs/ Unit
Single-Family	210	Dwelling	0.94	100%	100%	0.940	1.000
Multi-Family	220	Dwelling	0.51	100%	100%	0.510	0.543
Retail/Commercial	820	1000 sq. ft.	3.40	43%	66%	0.965	1.027
Office	710	1000 sq. ft.	1.44	92%	100%	1.325	1.410
Industrial/Warehouse	130/150	1000 sq. ft.	0.26	100%	100%	0.260	0.277
Public/Institutional	560	1000 sq. ft.	0.49	100%	100%	0.490	0.521

Source: Trip rates during the p.m. peak hour of adjacent street traffic on a weekday from the Institute of Transportation Engineers (ITE), *Trip Generation*, 11th ed., 2021 (retail/commercial based on shopping center, office based on general office, industrial/warehouse based on average for industrial park and warehousing; public/institutional based on church); new trips factor for retail/commercial from ITE, *Trip Generation Handbook*, 2017 for shopping center; new trip factor for office from national data base of origin and destination studies provided in Tindale-Oliver, *Orange County Transportation Impact Fee Study*, September, 2020, p. A-14; trip length factor for retail/commercial based on ratio of average shopping trip length to average trip length for all trips from U.S. Department of Transportation, *National Household Travel Survey*, 2017; adjusted trip rate is product of trip rate, new trip factor and trip length factor; EDUs per unit is ratio of adjusted trip rate to single-family adjusted trip rate.

The estimates of existing, ten-year and buildout arterial street service units are based on the service unit multipliers above and the Land Use Assumptions. The results are shown in Table 13.

Table 13. Arterial Street Service Units, 2022-Buildout

Land Use	Unit	Units	EDUs/Unit	EDUs
Single Family, 2022	Dwelling	52,349	1.000	52,349
Multi-Family, 2022	Dwelling	16,384	0.543	8,897
Retail/Commercial, 2022	1000 sq. ft.	8,285	1.027	8,509
Office, 2022	1000 sq. ft.	3,902	1.410	5,502
Industrial/Warehouse, 2022	1000 sq. ft.	24,851	0.277	6,884
Public/Institutional, 2022	1000 sq. ft.	7,404	0.521	3,857
Total 2022 EDUs				85,998
Single Family, 2032	Dwelling	53,523	1.000	53,523
Multi-Family, 2032	Dwelling	18,437	0.543	10,011
Retail/Commercial, 2032	1000 sq. ft.	9,191	1.027	9,439
Office, 2032	1000 sq. ft.	5,066	1.410	7,143
Industrial/Warehouse, 2032	1000 sq. ft.	30,389	0.277	8,418
Public/Institutional, 2032	1000 sq. ft.	7,893	0.521	4,112
Total 2032 EDUs				92,646
Single Family, Buildout	Dwelling	54,233	1.000	54,233
Multi-Family, Buildout	Dwelling	19,680	0.543	10,686
Retail/Commercial, Buildout	1000 sq. ft.	10,674	1.027	10,962
Office, Buildout	1000 sq. ft.	6,972	1.410	9,831
Industrial/Warehouse, Buildout	1000 sq. ft.	39,463	0.277	10,931
Public/Institutional, Buildout	1000 sq. ft.	8,694	0.521	4,530
Total Buildout EDUs				101,173
New EDUs, 2022-2032				6,648
New EDUs, 2022-Build-out				15,175

Source: 2022, 2032 and buildout units for arterial street service area from Table 7 (residential) and Table 10 (nonresidential); EDUs per unit from Table 12; EDUs is product of units and EDUs per unit.

Cost per Service Unit

As described in the Methodology subsection of the Legal Framework section, the updated system development fees are based on the lowest of three costs per service unit: existing level of service, ten-year cost and buildout cost. The 2014 update reduced the fees to account for pass-through traffic. However, the 2014 study noted that such an adjustment is not required because of the counter-balancing nature of spill-over effects between jurisdictions. The 2018 and this update do not include an adjustment for pass-through traffic.

Existing Level of Service

One measure of level of service used in road impact fee analysis is the system-wide ratio of demand to capacity. This is similar to the volume/capacity (V/C) ratio used to measure levels of service on individual roadway segments, but it applies to the entire roadway system. The system-wide measure is the ratio of vehicle-miles of travel (VMT) to vehicle-miles of capacity (VMC).

An analysis of the existing level of service was conducted by preparing a detailed inventory of the existing arterial street network (see Appendix A). For each roadway segment, information was gathered on segment length in miles, number of through lanes, and recent traffic counts. Vehicle-miles of capacity are based on generalized maximum volumes at LOS D from the City's 2019 *Transportation Master Plan Update*, shown in Table 14 below.

Table 14. Arterial Street Capacities at Level of Service D

	2-Lane	4-Lane	6-Lane
Average Daily Capacity at LOS D	15,300	32,200	48,500
x Peak Hour Factor	0.085	0.085	0.085
Peak Hour Capacity at LOS D	1,300	2,700	4,100

Source: Average daily capacities at LOS D from Kimley-Horn, *Chandler Transportation Master Plan 2019 Update*, Final Report, January 2020; peak hour factor from City of Chandler Public Works & Utilities Department.

The inventory data demonstrates that average congestion on the arterial street system will remain constant from now to buildout, as summarized in Table 15.

Table 15. Arterial Street VMT/VMC Ratios, Existing and Buildout

	Existing	Buildout
Total Vehicle-Miles of Travel (VMT)	153,148	175,006
÷ Total Vehicle-Miles of Capacity (VMC)	255,472	289,926
VMT/VMC Ratio	0.60	0.60

Source: Existing VMC and VMT from Table 114 in Appendix A; buildout VMC and VMT from Table 115 in Appendix A.

The existing level of service can also be quantified in terms of the cost per service unit. The first step is to determine the average cost to construct a new vehicle-mile of capacity. The average cost of capacity added by the ten-year planned improvements is $7,160 per new VMC, as shown in Table 16.

Table 16. Average Cost per Vehicle-Mile of Capacity, 2022-2032

Arterial Street	From	To	Miles	Lanes Exist	Lanes Fut.	Total Project Cost	Capacity Exist	Capacity Future	New VMC	Cost/ VMC
Alma School Rd	Germann Rd	Queen Creek	0.98	4	6	$8,177,000	2,700	4,100	1,372	$5,960
Alma School Rd*	Frye Rd	Pecos Rd	0.50	4	6	$4,703,500	2,700	4,100	700	$6,719
Chandler Hts Rd	McQueen Rd	Val Vista Dr	3.96	2	4	$41,063,079	1,300	2,700	5,544	$7,407
Lindsay Rd	Ocotillo Rd	Hunt Hwy	3.00	2	4	$30,661,503	1,300	2,700	4,200	$7,300
Total			8.44			$84,605,082			11,816	$7,160

* excludes half of segment length and cost that are outside the arterial street service area.

Source: Improvements and costs (total costs including costs incurred over last 10 years) from City of Chandler, *2023-2032 Capital Improvements Plan*; capacity based on existing and future lanes and generalized capacities from Table 14; new VMC is the product of miles and increase in capacity; cost per VMC is project cost divided by new VMC.

The calculation of the existing arterial street level of service in terms of the cost per service unit is presented in Table 17. The first step is to compute the existing capacity utilized by existing traffic. This is done by dividing existing VMT by the buildout VMT/VMC ratio. The VMC utilized by existing traffic is multiplied by the average cost per VMC to determine the cost of existing facilities serving existing traffic. Deducting the amount of outstanding debt/interfund loans related to existing facilities yields the cost of existing facilities serving existing development that has been fully paid for. The final step is to divide the net cost of facilities serving existing development by the number of existing service units. This results in the existing cost per service unit of $20,850 per EDU.

Table 17. Arterial Street Existing Cost per Service Unit

Existing Vehicle-Miles of Travel (VMT)	153,148
÷ Buildout VMT/VMC Ratio	0.60
Vehicle-Miles of Capacity (VMC) Utilized by Existing Traffic	255,247
x Cost per Vehicle-Mile of Capacity (VMC)	$7,160
Replacement Cost of Facilities Serving Existing Traffic	$1,827,568,520
– Outstanding Debt/Interfund Loans	-$34,530,036
Net Cost of Facilities Serving Existing Traffic	$1,793,038,484
÷ 2022 Service Units (EDUs)	85,998
Existing Cost per Service Unit	$20,850

Source: Existing VMT and buildout VMT/VMC ratio from Table 15; cost per VMC from Table 16; 2022 arterial street EDUs from Table 13; outstanding debt from Table 121.

Ten-Year Cost

Some of the City's planned ten-year improvement costs will be paid for by regional transportation funds administered through the Maricopa Association of Governments (MAG). MAG funding sources include Federal and State transportation funds and Regional Arterial Road Funding (RARF), which comes from dedicated county-wide transportation sales tax revenue. Regional funding from the voter-approved authorization runs out in FY 2026, and the remaining RARF funding for arterial street improvements in Chandler will occur in the next year or two. The anticipated outside funding over the next ten years is summarized in Table 18.

Table 18. Outside Funding for Arterial Street Improvements

Improvement	Phase	Fiscal Years	Fed./State Funding	RARF Funding	Total Non-City Funding
Alma School, Pecos-Germann	ROW/Des./Constr.	2023	$0	$3,000,000	$3,000,000
Chandler Hts, Gilbert-Val Vista	Construction	2023	$7,495,063	$0	$7,495,063
Lindsay Rd, Ocotillo-Hunt Hwy	ROW/Constr.	2023	$5,809,290	$0	$5,809,290
Ten-Year Total			$13,304,353	$3,000,000	$16,304,353

Source: Maricopa Association of Governments, *FY 2022 Arterial Life Cycle Program (ALCP)*, December 1, 2021 and City of Chandler, *2023-2032 Capital Improvements Plan* (excludes funding for intersection improvements, which are not funded with Chandler's system development fees).

The ten-year cost per service unit represents costs that will be incurred by the City over the next ten years to build new capacity to serve anticipated development, repay outstanding debt/interfund loans associated with existing capacity available to serve new development, pay for encumbrances on current projects, and pay for updated SDF studies and biennial audits. The results, shown in Table 19, indicate a ten-year cost per service unit of $3,792 per EDU.

Table 19. Arterial Street 10-Year Cost per Service Unit

Alma School Rd, Germann-Queen Creek, widen 4-6 lanes, 0.98 miles	$4,558,000
Alma School Rd, Frye-Pecos, widen 4-6 lanes, 0.50 miles	$4,140,000
Chandler Hts Rd, Gilbert-Val Vista, widen 2-4 lanes, 2.00 miles	$2,524,314
Lindsay Rd, Ocotillo-Hunt Hwy, widen 2-4 lanes, 3.00 miles	$17,691,575
City Eligible Cost of Planned Improvements, 2022-2032	$28,913,889
Debt/Interfund Loans for Past Capacity Improvements	$34,530,036
Encumbrances on Current Projects	$23,417,040
Required Fee Studies and Biennial Audits	$75,900
Total Planned Expenditures	$86,936,865
– Current Fund Balance	-$61,725,679
Needed Revenue, 2022-2032	$25,211,186
÷ New Service Units (EDUs), 2022-2032	6,648
Ten-Year Cost per Service Unit	$3,792

Source: City eligible cost of planned improvement costs from Table 25 (excludes Federal/State and regional funding, as well as bond funding for intersection costs); outstanding debt/interfund loans, encumbrances and current fund balance from Table 120; cost of required studies and audit from Table 123 and Table 124; new service units from Table 13.

Buildout Cost

The RARF authorization expires in FY 2026, so no RARF funds are anticipated after 2032. Some of the buildout project costs will be paid with Federal/State highway funds. The amount of such funding that will be available for capacity improvements beyond ten years will tend to decrease with the buildout of the City's arterial street system. A reasonable assumption is that Federal/State funding will pay for the same percentage of capacity project costs beyond 2032 that it will over the next ten years. Based on these assumptions, the City could expect to receive about $75.8 million from 2032 to buildout in Federal/State funding for the completion of the arterial street system, as shown in Table 20.

Table 20. Federal/State Funding, 2022-Buildout

	2022-2032	2032-Buildout	2022-Buildout
Federal/State Funding	$13,304,353	$75,826,647	$89,131,000
÷ Planned Improvement Cost	$28,913,889	$164,850,031	$193,763,920
Federal/State Funding Percent	46.0%	46.0%	46.0%

Source: 2022-2032 Federal/State funding from Table 18; planned improvement costs from Table 19 (2022-2032) and Table 21 (2022-buildout); Federal/State funding for 2022-buildout based on percentage for 2022-2032.

The buildout cost per service unit represents costs that will be incurred by the City to buildout to construct new capacity to serve anticipated development in the city, repay outstanding debt/interfund loans associated with existing capacity to serve new development, pay for encumbrances that represent remaining costs associated with projects currently under construction, and pay for future study updates and audits. The planned expenditures shown in Table 21 result in a buildout cost per service unit of $9,437 per EDU.

Table 21. Arterial Street Buildout Cost per Service Unit

Alma School Rd, Germann-Queen Creek, widen 4-6 lanes, 0.98 miles	$4,558,000
Alma School Rd, Frye-Pecos, widen 4-6 lanes, 0.50 miles	$4,140,000
Chandler Hts Rd, Gilbert-Val Vista, widen 2-4 lanes, 2.00 miles	$2,524,314
Lindsay Rd, Ocotillo-Hunt Hwy, widen 2-4 lanes, 3.00 miles	$17,691,575
Subtotal, City Cost of Eligible Planned Improvements, 2022-2032	$28,913,889
Alma School Rd, Willis-Germann, widen 4-6 lanes, 0.50 miles	$5,012,000
Alma School Rd, Queen Creek-Ocotillo, widen 4-6 lanes, 1.12 miles	$11,226,880
McQueen, Ray-Chandler, widen 4-6 lanes, 1.00 mile	$10,024,000
McQueen, Chandler-Pecos, widen 4-6 lanes, 1.00 mile	$10,024,000
Cooper, Queen Creek-Riggs, widen 2-4 lanes, 3.00 miles	$30,072,000
Ray, McQueeen-Cooper, widen 4-6 lanes, 1.00 mile	$10,024,000
Germann, City Limits-Price, widen 2-4 lanes, 0.25 miles	$2,506,000
Germann, Arizona-Cooper, widen 4-6 lanes, 2.00 miles	$20,048,000
Queen Creeek, McQueen-Gilbert, widen 2-6 lanes, 2.00 miles	$40,096,000
Ocotillo, Gilbert-148th Street, widen 2-4, 1.50 mile	$15,036,000
Chandler Heights, Arizona-Gilbert, widen 2-4, 2.96 miles	$29,671,040
Chandler Heights, Lindsay-Val Vista, widen 2-4, 1.00 mile	$10,024,000
Cost of Planned Improvements, 2032-Buildout	$193,763,920
– Anticipated Regional Funding, 2032-Buildout	$0
– Anticipated Federal/State Funding, 2032-Buildout	-$75,826,647
Subtotal, City Cost of Eligible Planned improvements, 2032-Buildout	$117,937,273
Total, City Cost of Eligible Planned improvements, 2022-Buildout	$146,851,162
Debt/Interfund Loans for Past Capacity Improvements	$34,530,036
Encumbrances on Current Projects	$23,417,040
Required System Development Fee Studies	$131,800
– Current Fund Balance	-$61,725,679
Needed Revenue, 2022-Buildout	$143,204,359
÷ New Service Units (EDUs), 2022-Buildout	15,175
Buildout Cost per Service Unit	$9,437

Source: Planned improvement costs for 10-year projects from Table 25 (first four projects); remaining projects are those needed to complete the buildout inventory in Table 115; costs for remaining projects based on VMC added derived from miles and lanes indicated in Table 115, capacities from Table 14, and average cost per VMC from Table 16; anticipated regional funding from Table 18; anticipated Federal/State funding to buildout from Table 20; outstanding debt/interfund loans, encumbrances and current fund balance from Table 120; cost of required studies and audits from Table 123 and Table 124; new service units from Table 13.

Cost per Service Unit Summary

The three costs per service unit calculated above are summarized in Table 22. The updated system development fees are based on the 10-year cost per service unit, which is the lowest of the three.

Table 22. Arterial Street Cost per Service Unit

Existing Cost per Service Unit	$20,850
Ten-Year Cost per Service Unit	$3,792
Buildout Cost per Service Unit	$9,437
Lowest Cost per Service Unit	$3,792

Source: Table 17, Table 19 and Table 21.

Net Cost per Service Unit

As noted in the Legal Framework section of this report, system development fees should be reduced (or "offset") in order to account for other types of revenues that will be generated by new development and used to fund capacity-expanding improvements of the same type as those to be funded by the fees. Cases in which such an offset is warranted include funding of existing deficiencies, outstanding debt payments on existing facilities, and dedicated revenue sources to fund growth-related improvements.

The arterial street system development fees calculated in this report are based on a system-wide buildout cost per service unit that is lower than the existing level of service. Consequently, there are no existing deficiencies from an impact fee perspective.

The outstanding arterial street debt/interfund loans have been excluded from the existing level of service calculation, and can reasonably be attributed to existing excess capacity available for future development. Consequently, the debt/loan amount has been included in the calculation of ten-year and buildout costs per service unit.

The City has funded arterial street capacity improvements with system development fees and general obligation bonds, supplemented with Federal, State, and regional transportation funding. Such outside funding has been taken into account in the calculation of the ten-year and buildout costs per service unit. In sum, no additional offsets are warranted and the net cost per service unit is the same as the cost per service unit calculated above.

Updated System Development Fees

The updated arterial street system development fees that may be adopted by the City based on this study are the products of the number of service units (EDUs) generated by a unit of development and the net cost per service unit calculated above. The updated fee schedule is presented in Table 23.

Table 23. Arterial Street Net Cost Schedule

Land Use Type	Unit	EDUs/ Unit	Net Cost/ EDU	Net Cost/ Unit
Single-Family	Dwelling	1.000	$3,792	$3,792
Multi-Family	Dwelling	0.543	$3,792	$2,059
Retail/Commercial	Sq. Foot	0.001027	$3,792	$3.894
Office	Sq. Foot	0.001410	$3,792	$5.347
Industrial/Warehouse	Sq. Foot	0.000277	$3,792	$1.050
Public/Institutional	Sq. Foot	0.000521	$3,792	$1.976

Source: EDUs per unit from Table 12 (nonresidential divided by 1,000 to convert from per 1,000 sq. ft. to per square foot); net cost per EDU is lowest cost per EDU from Table 22.

The updated arterial street system development fees are compared to the City's current fees in Table 24. The updated fees are significantly lower than current fees for all land uses except office and public/institutional.

Table 24. Current and Updated Arterial Street Fees

Land Use Type	Unit	Current Fee	Updated Fee	Percent Change
Single-Family	Dwelling	$3,869	$3,792	-2%
Multi-Family	Dwelling	$2,190	$2,059	-6%
Retail/Commercial	Sq. Foot	$5.040	$3.894	-23%
Office	Sq. Foot	$4.040	$5.347	32%
Industrial/Warehouse	Sq. Foot	$1.170	$1.050	-10%
Public/Institutional	Sq. Foot	$0.970	$1.976	104%

Source: Current fees from City of Chandler City Code, Section 38; updated fees from Table 23.

Capital Plan

Assuming that growth occurs as projected in the land use assumptions, the City plans to fund approximately $86.9 million in growth-related expenditures related to the major road system over the next ten years, as summarized in Table 25. Some of the improvements may be constructed by developers in return for credits against their arterial street system development fees.

Table 25. Arterial Street Capital Plan, 2022-2032

Improvement	10-Year Eligible Cost
Alma School Rd, Germann Rd to Queen Creek	$4,558,000
Alma School Rd, Frye to Pecos	$4,140,000
Chandler Hts Rd, Gilbert Rd-Val Vista	$2,524,314
Lindsay Rd, Ocotillo Rd to Hunt Hwy	$17,691,575
Subtotal, Planned Improvements, 2022-2032	$28,913,889
Outstanding Pledged Debt/Interfund Loans	$34,530,036
Encumbrances/Carry-Forwards	$23,417,040
Required SDF Studies, 2022-2032	$65,900
Required Biennial Audits, 2022-2032	$10,000
Total	$86,936,865

Source: 10-year CIP cost is programmed arterial street system development fee expenditures from City of Chandler, *2023-2032 Capital Improvements Plan*; financial data from Table 120; study update cost from Table 123; biennial audit cost from Table 124.

The new development anticipated by the land use assumptions would generate the revenues shown in Table 26. Anticipated arterial street system development fee revenues plus the current fund balance would cover all costs anticipated over the next ten years, but not all costs needed by buildout. The City will need to increase the fee during the next update or at least within the next ten years.

Table 26. Arterial Street Fee Revenue Projections, 2022-Buildout

	2022-2032	2022-Buildout
New Arterial Street EDUs	6,648	15,175
x Net Cost per EDU	$3,792	$3,792
Projected Revenue	$25,209,216	$57,543,600
÷ Needed Revenue	$25,211,186	$143,204,359
Percent of Needed Revenue Generated	100%	40%

Source: New EDUs from Table 13; net cost per EDU is lowest cost per EDU from Table 22; needed revenue from Table 19 (2022-2032) and Table 21 (2022-buildout).

PARKS

The City of Chandler adopted a community park system development fee in 1997 and a neighborhood park system development fee in 2005. In 2008, the neighborhood and community park fees were combined into a single park fee. The park fees were updated to be compliant with SB 1525 in 2014. They were updated in 2018, and this section updates them again in compliance with the current Arizona impact fee enabling act for municipalities.

The locations of existing and planned parks are illustrated in Figure 7. An inventory of existing parks, including name, park classification, service area and developed and undeveloped acreage, is presented in Table 27 on the following pages.

Figure 7. Existing and Planned Parks

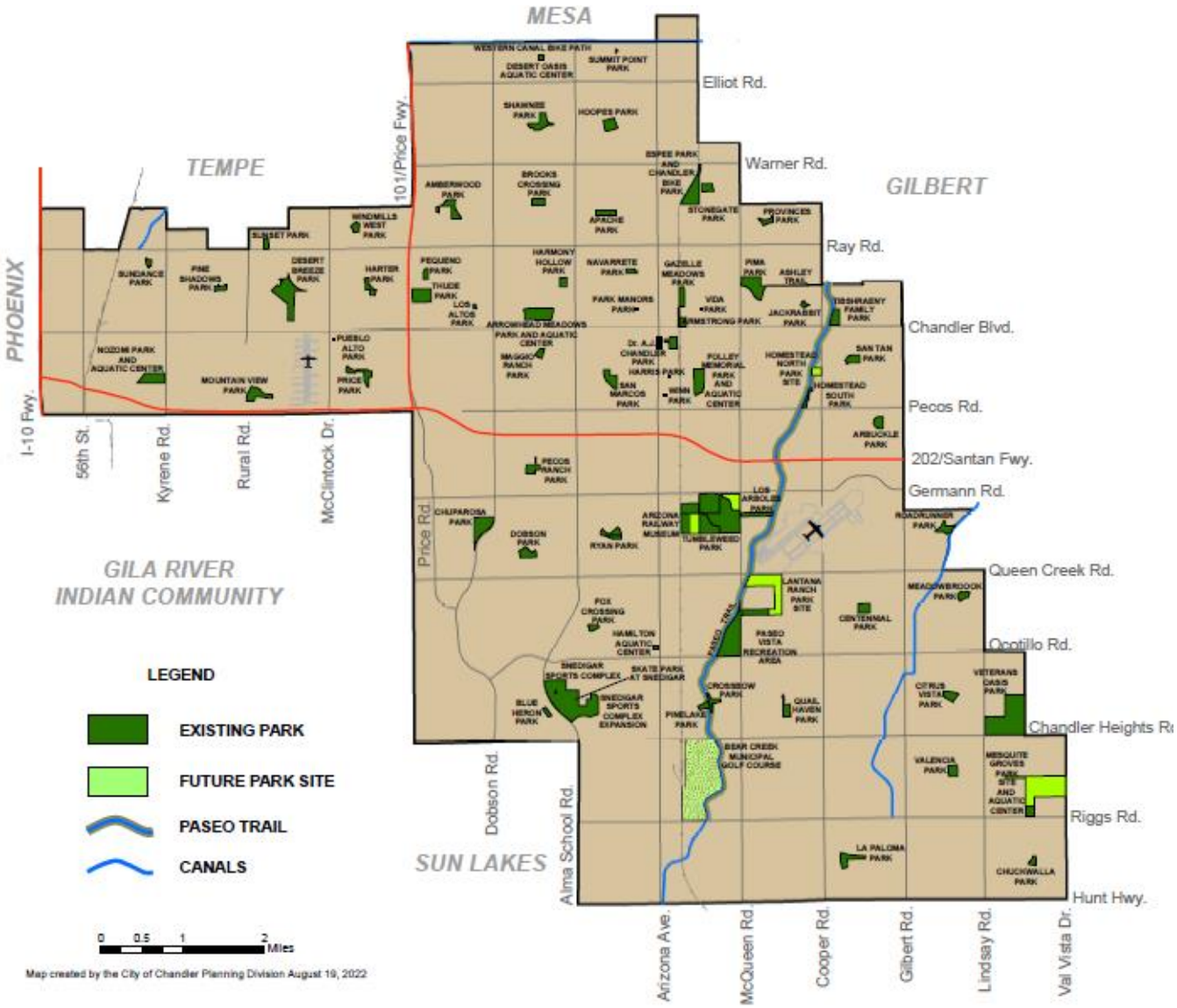


Table 27. Existing Park Inventory

Park Name	Type	Service Area	Total Acres		Eligible Acres		Eligible Dev'd Ac.	
			Dev'd	Undev.	Nhood	Comm	Nhood	Comm
Northwest Service Area								
Desert Breeze	Comm	NW	47.34	2.50	0.00	30.00	0.00	30.00
Harter	Nhood	NW	8.60	0.00	8.60	0.00	8.60	0.00
Mountain View	Nhood	NW	19.00	0.00	19.00	0.00	19.00	0.00
Nozomi Park	Comm	NW	20.00	0.00	0.00	20.00	0.00	20.00
Pine Shadows	Nhood	NW	5.42	0.00	5.42	0.00	5.42	0.00
Price	Nhood	NW	12.10	0.00	12.10	0.00	12.10	0.00
Pueblo Alto	Nhood	NW	0.25	0.00	0.25	0.00	0.25	0.00
Sundance	Nhood	NW	3.51	0.00	3.51	0.00	3.51	0.00
Sunset	Nhood	NW	5.06	0.00	5.06	0.00	5.06	0.00
Windmills West	Nhood	NW	6.50	0.00	6.50	0.00	6.50	0.00
Subtotal, Northwest			127.78	2.50	60.44	50.00	60.44	50.00
Northeast Service Area								
Amberwood	Nhood	NE	18.60	0.00	18.60	0.00	18.60	0.00
Apache	Nhood	NE	9.47	0.00	9.47	0.00	9.47	0.00
Arbuckle	Nhood	NE	9.51	0.00	9.51	0.00	9.51	0.00
Armstrong	Nhood	NE	3.21	0.00	3.21	0.00	3.21	0.00
Arrowhead Meadows	Comm	NE	30.81	0.00	0.00	30.00	0.00	30.00
Boys & Girls Club	Nhood	NE	2.18	0.00	2.18	0.00	2.18	0.00
Brooks Crossing	Nhood	NE	8.10	0.00	8.10	0.00	8.10	0.00
Desert Oasis Aquatic	Nhood	NE	0.72	0.00	0.72	0.00	0.72	0.00
Espee	Comm	NE	33.00	0.00	0.00	30.00	0.00	30.00
Folley	Comm	NE	23.92	0.00	0.00	23.92	0.00	23.92
Gazelle Meadows	Nhood	NE	8.99	0.00	8.99	0.00	8.99	0.00
Harmony Hollow	Nhood	NE	6.92	0.00	6.92	0.00	6.92	0.00
Harris	Nhood	NE	0.81	0.00	0.81	0.00	0.81	0.00
Homestead North	Nhood	NE	7.60	0.00	7.60	0.00	7.60	0.00
Homestead South	Nhood	NE	4.96	0.00	4.96	0.00	4.96	0.00
Hoopes	Nhood	NE	12.80	0.00	12.80	0.00	12.80	0.00
Jackrabbit	Nhood	NE	4.57	0.00	4.57	0.00	4.57	0.00
Los Altos	Nhood	NE	0.75	0.00	0.75	0.00	0.75	0.00
Maggio Ranch	Nhood	NE	5.60	0.00	5.60	0.00	5.60	0.00
Navarrete	Nhood	NE	5.00	0.00	5.00	0.00	5.00	0.00
Park Manors	Nhood	NE	0.25	0.00	0.25	0.00	0.25	0.00
Pequeno	Nhood	NE	4.73	0.00	4.73	0.00	4.73	0.00
Pima	Comm	NE	31.75	0.00	0.00	30.00	0.00	30.00
Provinces	Nhood	NE	6.25	0.00	6.25	0.00	6.25	0.00
San Marcos	Nhood	NE	14.74	0.00	14.74	0.00	14.74	0.00
San Tan	Nhood	NE	14.31	0.00	14.31	0.00	14.31	0.00
Shawnee	Nhood	NE	17.51	0.00	17.51	0.00	17.51	0.00
Stonegate	Nhood	NE	8.37	0.00	8.37	0.00	8.37	0.00
Summit Point	Nhood	NE	0.29	0.00	0.29	0.00	0.29	0.00
Tibshraeny Family	Nhood	NE	13.00	0.00	13.00	0.00	13.00	0.00
Vida	Nhood	NE	0.25	0.00	0.25	0.00	0.25	0.00
Winn	Nhood	NE	1.00	0.00	1.00	0.00	1.00	0.00
Subtotal, Northeast			309.97	0.00	190.49	113.92	190.49	113.92

continued on next page

Table 27. Existing Park Inventory (continued)

Park Name	Park Type	Service Area	Total Acres		Eligible Acres		Eligible Dev'd Ac.	
			Dev'd	Undev.	Nhood	Comm	Nhood	Comm
Southeast Service Area								
Blue Heron	Nhood	SE	3.91	0.00	3.91	0.00	3.91	0.00
Centennial	Nhood	SE	10.88	0.00	10.88	0.00	10.88	0.00
Chuckwalla	Nhood	SE	4.45	0.00	4.45	0.00	4.45	0.00
Chuparosa	Comm	SE	28.00	0.00	0.00	28.00	0.00	28.00
Citrus Vista	Nhood	SE	10.02	0.00	10.02	0.00	10.02	0.00
Crossbow	Nhood	SE	7.94	0.00	7.94	0.00	7.94	0.00
Dobson	Nhood	SE	12.44	0.00	12.44	0.00	12.44	0.00
Fox Crossing	Nhood	SE	4.95	0.00	4.95	0.00	4.95	0.00
La Paloma	Nhood	SE	13.07	0.00	13.07	0.00	13.07	0.00
Lantana Ranch Park Site	Comm	SE	0.00	42.37	0.00	30.00	0.00	0.00
Lantana Ranch	Nhood	SE	8.40	0.00	8.40	0.00	8.40	0.00
Los Arboles	Nhood	SE	11.35	0.00	11.35	0.00	11.35	0.00
Meadowbrook	Nhood	SE	7.11	0.00	7.11	0.00	7.11	0.00
Mesquite Groves Park Site	Comm	SE	6.00	98.40	0.00	30.00	0.00	6.00
Pecos Ranch	Nhood	SE	10.23	0.00	10.23	0.00	10.23	0.00
Pinelake	Nhood	SE	5.21	0.00	5.21	0.00	5.21	0.00
Quail Haven	Nhood	SE	9.75	0.00	9.75	0.00	9.75	0.00
Roadrunner	Nhood	SE	10.97	0.00	10.97	0.00	10.97	0.00
Ryan	Nhood	SE	13.89	0.00	13.89	0.00	13.89	0.00
Snedigar Sportsplex	Comm	SE	90.83	0.00	0.00	30.00	0.00	30.00
Tumbleweed	Comm	SE	147.84	58.35	0.00	30.00	0.00	30.00
Valencia	Nhood	SE	9.34	0.00	9.34	0.00	9.34	0.00
Veterans Oasis	Comm	SE	113.00	0.00	0.00	30.00	0.00	30.00
Subtotal, Southeast			539.58	199.12	153.91	178.00	153.91	124.00
City-Wide								
Total, City-Wide			977.33	201.62	404.84	341.92	404.84	287.92

Source: City of Chandler Community Services Department, November 8, 2022.

Service Units

As described in the Service Unit subsection of the Legal Framework section, the service unit for all the City's fees is the Equivalent Dwelling Unit, or EDU, which represents the demand for facilities generated by a typical single-family dwelling unit.

SB 1525 provides that "… the fees shall be assessed against commercial, residential and industrial development, except that the municipality may distinguish between different categories of residential, commercial and industrial development in assessing the costs to the municipality of providing necessary public services to new development and in determining the amount of the development fee applicable to the category of development." (A.R.S. Sec. 9-463.05.B.13)

Park impact fees are traditionally only assessed on residential development, because there is a much clearer nexus between the number of residents and the demand for park facilities than is the case for nonresidential development. Company-sponsored events in parks are paid for with facility reservation fees. Any additional demand on park facilities attributable to nonresidential development would come from nonresidents who work in the city using parks during their lunch breaks – any such impact would be difficult to measure and relatively insignificant. Consequently, the park fees will continue to be assessed only on residential development.

A single-family unit is, by definition, one park service unit (equivalent dwelling unit or EDU). The number of service units associated with other housing types is determined by dividing the average household size by the average household size of a single-family unit. Average household size (the ratio of household population to occupied units) is preferable as the basis of the service unit to persons per unit (the ratio of household population to total units), because it eliminates the volatile factor of occupancy rates. The resulting service unit multipliers are presented in Table 28.

Table 28. Park Service Unit Multipliers

Housing Type	Avg. HH Size	EDUs/ Unit
Single-Family	2.82	1.000
Multi-Family	2.38	0.844

Source: Average household size from Table 8; EDUs per unit is ratio of AHHS to single-family average household size.

The number of service units in each of the three park service areas can be determined by multiplying the number of housing units by the single-family and multi-family service unit multipliers and summing for the area. Existing and projected service units (EDUs) are calculated in Table 29.

Table 29. Park Service Units, 2022-Buildout

	Northwest			Northeast			Southeast			City-Wide
	Single-Family	Multi-Family	Total	Single-Family	Multi-Family	Total	Single-Family	Multi-Family	Total	Total
EDUs/Unit	1.000	0.844	na	1.000	0.844	na	1.000	0.844	na	n/a
2022 Units	11,856	5,366	17,222	33,471	18,697	52,168	35,611	8,629	44,240	113,630
2022 EDUs	11,856	4,529	16,385	33,471	15,780	49,251	35,611	7,283	42,894	108,530
2032 Units	11,877	5,378	17,255	34,266	23,890	58,156	36,583	8,969	45,552	120,963
2032 EDUs	11,877	4,539	16,416	34,266	20,163	54,429	36,583	7,570	44,153	114,998
Buildout Units	11,881	5,380	17,261	35,319	30,774	66,093	36,916	9,086	46,002	129,356
Buildout EDUs	11,881	4,541	16,422	35,319	25,973	61,292	36,916	7,669	44,585	122,299
New EDUs, 2022-2032			31			5,178			1,259	6,468
New EDUs, 2022-Buildout			37			12,041			1,691	13,769

Source: EDUs per unit from Table 28; housing units from Table 7; EDUs are product of units and EDUs/unit.

Cost per Service Unit

As described in the Methodology subsection of the Legal Framework section, the updated system development fees are based on the lowest of three costs per service unit: existing level of service, ten-year cost and buildout cost.

Existing Level of Service

SB 1525 limits park impact fees to "neighborhood parks," an undefined term that excludes parks larger than 30 acres in size, unless a larger park can be shown to provide a "direct benefit" to development. SB 1525 also excludes a number of park improvements from being funded with park impact fees, including:

> *… that portion of any facility that is used for amusement parks, aquariums, aquatic centers, auditoriums, arenas, arts and cultural facilities, bandstand and orchestra facilities, bathhouses, boathouses, clubhouses, community centers greater than three thousand square feet in floor area, environmental education centers, equestrian facilities, golf course facilities, greenhouses, lakes, museums, theme parks, water reclamation or riparian areas, wetlands, zoo facilities or similar recreational facilities, but may include swimming pools.*

According to SB 1525, impact fees cannot be based on a level of service that exceeds the level of service currently being provided to existing development. For park facilities, the existing level of service will be quantified in terms of the replacement value of existing eligible park facilities per service unit.

A key component of the park level of service is the cost of land. Recent park land acquisitions are all located in the Southeast service area, where land is the least expensive of the three service areas. The City's most recent park land purchase in this area, completed in May 2013. This 10-year old cost has been adjusted to 2023 dollars using the consumer price index. The current land cost per acre is estimated to be $153,514, as shown in Table 30.

Table 30. Park Land Cost per Acre

Centennial Park Site	$353,433
÷ Acres	3.0068
2013 Cost per Acre	$117,545
x 2013-2023 Inflation Factor	1.306
2023 Cost per Acre	$153,514

Source: Purchase price from City of Chandler, July 15, 2013; inflation factor is ratio of U.S. Census, Consumer Price Index for All Urban Customers (CP{-U, May 2013 to May 2023..

Another major cost is the development of land with standard park improvements, including site work, landscaping, driveways, parking, walking paths, and standard amenities such as pavilions, ballfields, etc. The average development costs per acre for neighborhood and community parks are based on recent or planned costs (in current dollars), as shown in Table 31.

Table 31. Park Development Cost per Acre

	Neighborhood Parks	Community Parks
Mesquite Groves (FY 2026)		$615,206
Homestead North (FY 2022)	$506,800	
Lantana Ranch (FY 2021)	$430,449	
Average Cost per Acre	$468,625	$615,206

Source: City of Chandler, November 8, 2022.

Pursuant to SB 1525, only the first 3,000 square feet of recreation centers are eligible to be funded with impact fees. The City has two recreation centers, both located in the Southeast service area. The total costs of these facilities and the eligible costs are shown in Table 32.

Table 32. Eligible Recreation Center Costs

Recreation Center	Service Area	Sq. Feet	Total Cost	Eligible Cost
Snedigar Park Recreation Center	SE	8,266	$2,185,086	$793,039
Tumbleweed Recreation Center	SE	59,905	$18,393,336	$921,125
Total		68,171	$20,578,422	$1,714,164

Source: Square feet and costs from City of Chandler, FY 2022/23 Statement of Values; eligible cost is pro rata share for 3,000 sq. ft.

SB 1525 prohibits aquatic centers but allows swimming pools. This poses some problems of interpretation, since aquatic centers include swimming pools. The Arizona League of Cities and Towns proposes the following definition of an excluded aquatic center:

> *A facility primarily designed to host non-recreational competitive functions generally occurring within water, including, but not limited to, water polo games, swimming meets, and diving events. Such facility may be indoors, outdoors, or any combination thereof, and includes all necessary supporting amenities, including but not limited to, locker rooms, offices, snack bars, bleacher seating, and shade structures.*

While some of the City's swimming facilities are called "aquatic centers," they do not meet the League of Cities and Town's definition of an aquatic center, because they are not designed primarily for non-recreational competitive functions. Nevertheless, the approach that will be used is to charge only for the pool itself, without the cost of associated amenities. The replacement cost of existing pools is estimated based on the cost per square foot of water surface area for the City's most recently-constructed pool in the Mesquite Groves Aquatic Center. The cost of a pool itself is estimated to be $322 per square foot of water surface area, as shown in Table 33 below. This is the same cost per square foot used in the 2014 and 2018 studies.

Table 33. Mesquite Groves Pool Cost per Square Foot

Pool Cost (including pumphouse)	$3,439,477
Other Water Features Cost	$778,663
Building Cost (excluding pumphouse)	$1,352,377
Total Building/Pool Costs	$5,570,517
Site Work/Contingency/Indirect Costs	$3,296,901
x Pool Share of Building/Pool Costs	61.7%
Pool-Related Other Cost	$2,034,188
Total Pool Cost	$5,473,665
÷ Water Surface Area (sq. feet)	17,002
Pool Cost per Square Foot of Water Area	$322

Source: City of Chandler, Mesquite Groves' aquatic center cost sheet, June 2, 2008; pumphouse share of total building costs based on 3,625 out of 9,759 total sq. ft., per Chandler Parks and Recreation, October 7, 2011; total pool cost is pool cost plus pool-related other cost; square feet from City of Chandler Park Development and Operations Division, July 22, 2013.

Multiplying the water area of each pool by the cost per square foot calculated above yields the replacement costs for the City's existing swimming pools for each service area. These are shown in Table 34.

Table 34. Swimming Pool Replacement Costs

Swimming Facility	Service Area	Water Sq. Feet	Cost per Sq. Foot	Pool Cost
Northwest Service Area				
Nozomi Aquatic Center	NW	12,468	$322	$4,014,696
Northeast Service Area				
Arrowhead Pool	NE	21,064	$322	$6,782,608
Desert Oasis Aquatic Center	NE	8,880	$322	$2,859,360
Folley Pool	NE	5,703	$322	$1,836,366
Total, Northeast Service Area				$11,478,334
Southeast Service Area				
Hamilton Aquatic Center	SE	12,040	$322	$3,876,880
Mesquite Groves Aquatic Center	SE	17,002	$322	$5,474,644
Total, Southeast Service Area				$9,351,524

Source: Sq. ft. of water surface area from City of Chandler, September 2017; cost per sq. ft. from Table 33.

The replacement cost of existing facilities in each of the three park service areas can be determined based on the existing park inventory, the unit costs for land acquisition and swimming pools, eligible recreation center costs and the average cost per acre to develop neighborhood and community parks. The total replacement values of existing land and facilities serving the three park service areas are shown in Table 35 on the following page.

Table 35. Existing Park Facility Replacement Costs

	Neighborhood Park	Community Park	Total
Northwest Service Area			
NW Total Eligible Acres	60.44	50.00	110.44
x Land Cost/Acre			$153,514
NW Eligible Land Value			$0
NW Developed Eligible Acres	60.44	50.00	110.44
x Development Cost/Acre	$468,625	$615,206	n/a
NW Eligible Development Cost	$28,323,695	$30,760,300	$59,083,995
NW Eligible Rec. Center/Pool Cost			$4,014,696
NW Total Eligible Replacement Cost			$63,098,691
Northeast Service Area			
NE Total Eligible Acres	190.49	113.92	304.41
x Land Cost/Acre			$153,514
NE Eligible Land Value			$46,731,197
NE Developed Eligible Acres	190.49	113.92	304.41
x Development Cost/Acre	$468,625	$615,206	n/a
NE Eligible Development Cost	$89,268,376	$70,084,268	$159,352,644
NE Eligible Rec. Center/Pool Cost			$11,478,334
NE Total Eligible Replacement Cost			$217,562,175
Southeast Service Area			
SE Total Eligible Acres	153.91	178.00	331.91
x Land Cost/Acre			$153,514
SE Eligible Land Value			$50,952,832
SE Developed Eligible Acres	153.91	124.00	277.91
x Development Cost/Acre	$468,625	$615,206	n/a
SE Eligible Development Cost	$72,126,074	$76,285,544	$148,411,618
SE Eligible Rec. Center/Pool Cost			$11,065,688
SE Total Eligible Replacement Cost			$210,430,138

Source: Total and developed eligible acres from Table 27; land cost per acre from Table 30; development costs per acre from Table 31; recreation center and pool costs from Table 32 and Table 34.

The existing levels of service in the park service areas can be expressed in terms of the current cost per service unit, as shown in Table 36. The capital investment represented by existing facilities and current fund balances is reduced to account for outstanding debt that will be paid by future system development fees.

Table 36. Existing Park Levels of Service

	Northwest	Northeast	Southeast
Existing Eligible Cost	$63,098,691	$217,562,175	$210,430,138
Current Fund Balance	$2,825,224	$6,424,043	$21,984,807
– Outstanding Pledged Debt/Loans	-$2,825,224	-$5,853,189	$0
Net Eligible Cost	$63,098,691	$218,133,029	$232,414,945
÷ Existing EDUs	16,385	49,251	42,894
Existing LOS (Cost/EDU)	$3,851	$4,429	$5,418

Source: Eligible park costs from Table 35; eligible debt/interfund loans and fund balance from Table 120 in Appendix C; existing EDUs from Table 29.

Ten-Year Cost per Service Unit

The ten-year cost per service unit represents costs that will be incurred by the City over the next ten years to build new capacity to serve anticipated development in the city, to repay outstanding debt/interfund loans associated with existing capacity available to serve new development, to pay encumbrances for projects under construction, and to pay for updated studies and biennial audits. The results are shown in Table 37.

Table 37. Park Ten-Year Cost per Service Unit

	Northwest	Northeast	Southeast
Mesquite Groves Comm. Park Dev't, Ph. I (30-acre part)	$0	$0	$20,519,574
Lantana Ranch Comm. Park Design/Dev't (21.6-ac. part)	$0	$0	$9,572,156
Subtotal, Planned Improvements	$0	$0	$30,091,730
Debt/Interfund Loan Obligations	$2,825,224	$5,853,189	$0
Encumbrances for Projects Under Construction	$0	$2,078,184	$715,925
Required Fee Studies and Audits	$0	$21,475	$21,475
Total Planned Expenditures	$2,825,224	$7,952,848	$30,829,130
– Fund Balance	-$2,825,224	-$6,424,043	-$21,984,807
Total Revenue Needs	$0	$1,528,805	$8,844,323
÷ New Service Units (EDUs), 2022-2032	31	5,178	1,259
Ten-Year Cost per Service Unit (EDU)	$0	$295	$7,025

Source: Planned improvements and costs from City of Chandler, 2022-2031 *Capital Improvement Program*; debt/interfund loans, encumbrances, and fund balances from Table 120 in Appendix C, study cost from Table 123 and audit cost from Table 124, allocated equally between the northeast and southeast service areas; new service units from Table 29.

Buildout Cost per Service Unit

The Northwest park service area has no remaining revenue needs. The buildout costs per service unit for the Northeast and Southeast service areas represent costs that will be incurred by buildout to construct capacity to serve anticipated development, repay outstanding debt/interfund loans associated with existing capacity to serve new development, pay encumbrances for projects under construction, and pay for updated studies and audits. The results are shown in Table 38.

Table 38. Park Buildout Cost per Service Unit

	Northwest	Northeast	Southeast
Mesquite Groves Comm. Park Dev't, Ph. I (30-acre part)	$0	$0	$20,519,574
Lantana Ranch Comm. Park Design/Dev't (eligible part)	$0	$0	$9,572,156
Subtotal, Planned Improvements	$0	$0	$30,091,730
Debt/Interfund Loan Obligations	$2,825,224	$5,853,189	$0
Encumbrances for Projects Under Construction	$0	$2,078,184	$715,925
Required Fee Studies and Audits	$0	$41,950	$41,950
Total Planned Expenditures	$2,825,224	$7,973,323	$30,849,605
– Fund Balance	-$2,825,224	-$6,424,043	-$21,984,807
Total Revenue Needs	$0	$1,549,280	$8,864,798
÷ New Service Units (EDUs), 2022-Buildout	37	12,041	1,691
Buildout Cost per Service Unit (EDU)	$0	$129	$5,242

Source: Study/audit cost from Table 123 (allocated equally between the northeast and southeast service areas); new EDUs from Table 29; all other data from Table 37.

Cost per Service Unit Summary

The three costs per service unit calculated above are summarized in Table 39. The updated system development fees for the Northeast and Southeast are based on the lowest of the three costs per service unit for those areas.

Table 39. Park Cost per Service Unit

	Northwest	Northeast	Southeast
Existing Cost per Service Unit	$3,851	$4,429	$5,418
Ten-Year Cost per Service Unit	$0	$295	$7,025
Buildout Cost per Service Unit	$0	$129	$5,242
Lowest Cost per Service Unit	n/a	$129	$5,242

Source: Existing from Table 36; ten-year from Table 37; buildout from Table 38.

Net Cost per Service Unit

As noted in the Legal Framework section of this report, impact fees should be reduced (or "offset") to account for other types of revenues that will be generated by new development and used to fund capacity-expanding improvements of the same type as those to be funded by the impact fees. Cases in which such an offset is warranted include funding of existing deficiencies, outstanding debt payments on existing facilities, and dedicated revenue sources to fund growth-related improvements.

The parks system development fees calculated in this report are based on the existing level of service (unless the ten-year or buildout cost per service unit is lower), so there are no existing deficiencies. Other than system development fees, the City has no dedicated source of revenue to fund growth-related parks improvements. The City has not received any grant funding for park improvements in recent years, and does not anticipate any grants over the next ten years.

The City has funded park improvements with system development fees or general fund monies or general obligation bond proceeds in return for a pledge against future SDF revenues. Since outstanding pledged debt/interfund loans have been excluded from the calculation of the existing level of service, future system development fees can be used to repay those obligations without raising double-payment issues. Consequently, no additional offsets are warranted, and the cost per service unit calculated above is the same as the net cost per service unit.

Updated System Development Fees

The updated parks system development fees that may be adopted by the City based on this study are the products of the numbers of service units generated by a unit of development and the net cost per service unit calculated above. The resulting fee schedule is presented in Table 40 below.

Table 40. Park Net Cost Schedule

	Northwest	Northeast	Southeast
Single-Family EDUs per Dwelling Unit	1.000	1.000	1.000
Multi-Family EDUs per Dwelling Unit	0.844	0.844	0.844
x Net Cost per Service Unit	n/a	$129	$5,242
Single-Family Fee per Dwelling Unit	n/a	$129	$5,242
Multi-Family Fee per Dwelling Unit	n/a	$109	$4,424

Source: EDUs per unit from Table 28; net cost per EDU is cost per EDU from Table 39.

The updated park fees are compared to current fees in Table 41. The park fees will cease to be collected in the Northwest service area.

Table 41. Current and Updated Park Fees

	Northwest	Northeast	Southeast
Updated Single-Family Fee per Dwelling Unit	$0	$129	$5,242
Current Single-Family Fee per Dwelling Unit	$983	$237	$2,338
Percent Change	-100%	-46%	124%
Updated Multi-Family Fee per Dwelling Unit	$0	$109	$4,424
Current Multi-Family Fee per Dwelling Unit	$729	$176	$1,735
Percent Change	-100%	-38%	155%

Source: Current fees from City of Chandler, *System Development Fee Schedule, Effective July 28, 2014*; updated fees from Table 40.

Capital Plan

Assuming that growth occurs as projected in the land use assumptions, the City plans to complete the park improvements listed in Table 42 over the next ten years, as well as repay outstanding debt/interfund loans on existing improvements with excess capacity, pay encumbrances on projects currently underway, and pay for required study updates and audits required by SB 1525.

Table 42. Park Capital Plan, 2022-2032

Improvement/Expenditure	Northwest	Northeast	Southeast
Mesquite Groves Comm. Park Dev't, Ph. I (30-acre part)	$0	$0	$20,519,574
Lantana Ranch Nhood Park Design/Dev't (21.6 acres)	$0	$0	$9,572,156
Subtotal, Planned Improvements	$0	$0	$30,091,730
Outstanding Debt/Interfund Loans	$2,825,224	$5,853,189	$0
Encumbrances/Carry-Forwards	$0	$2,078,184	$715,925
Required System Development Fee Studies	$0	$16,475	$16,475
Required Biennial Audits	$0	$5,000	$5,000
Total Planned Eligible Expenditures	$2,825,224	$7,952,848	$30,829,130

Source: Planned improvements and costs from City of Chandler, 2023-2032 *Capital Improvement Program*; debt/interfund loans and encumbrances from Table 120, study cost from Table 123 and audit cost from Table 124 allocated equally between the northeast and southeast service areas.

For the Northeast and Southeast service areas, the updated park fees would provide all the needed revenue by buildout, but less than the revenue needed over the next ten years, as shown in Table 43 below. The City will need to defer repayment of some debt/interfund loans beyond ten years.

Table 43. Park Fee Revenue Projections, 2022-Buildout

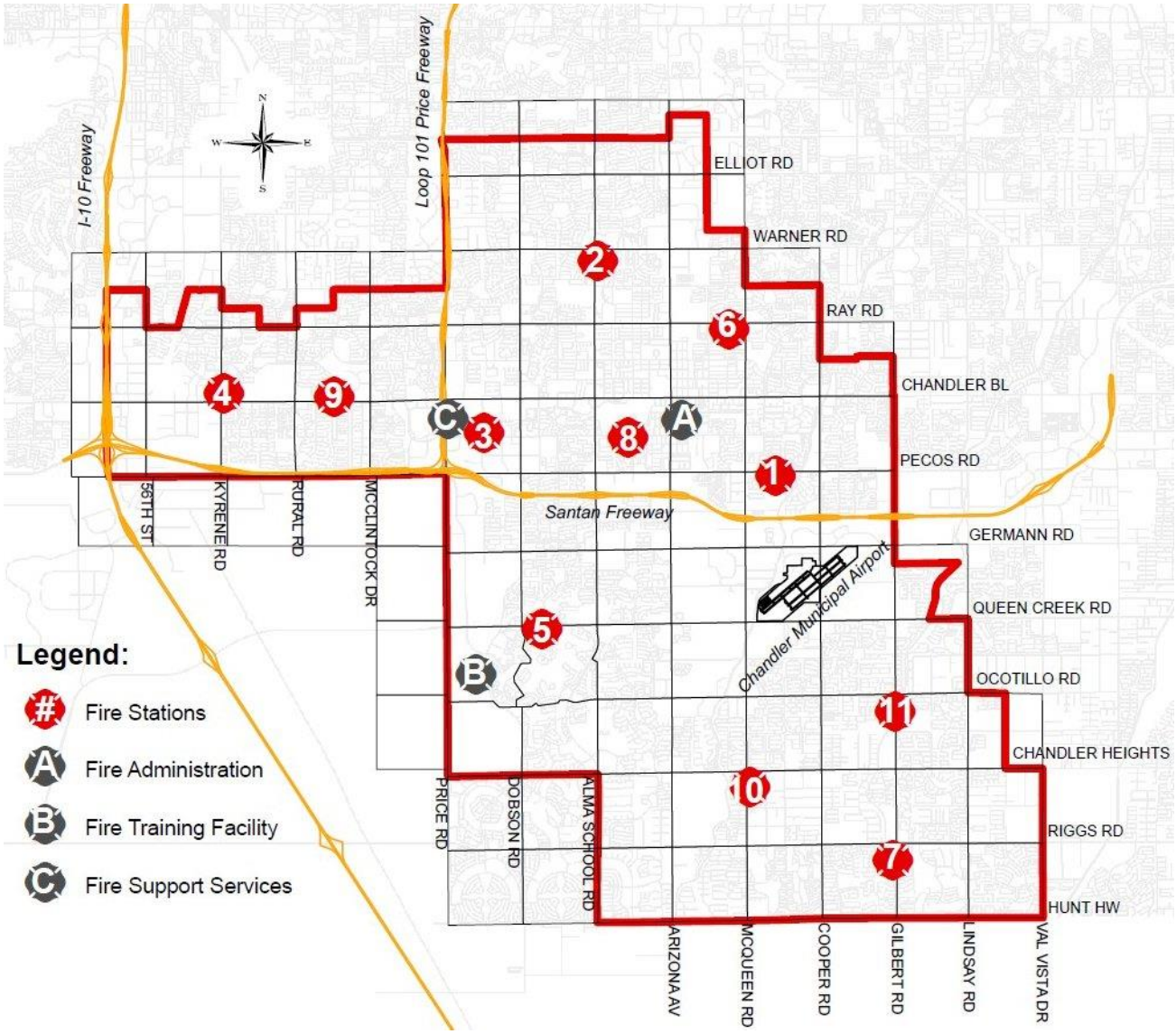
	2022-2032	2022-Buildout
Northeast Service Area		
New Park EDUs, Northeast Service Area	5,178	12,041
x Net Cost per EDU	$129	$129
Projected Revenue	$667,962	$1,553,289
÷ Needed Revenue	$1,528,805	$1,549,280
% of Needed Revenue, Northeast	44%	100%
Southeast Service Area		
New Park EDUs, Southeast Service Area	1,259	1,691
x Net Cost per EDU	$5,242	$5,242
Projected Revenue	$6,599,678	$8,864,222
÷ Needed Revenue	$8,844,323	$8,864,798
% of Needed Revenue, Southeast	75%	100%

Source: New service units from Table 29; net cost per EDU is the lowest cost per EDU from Table 39; needed revenue from Table 37 (2022-2032) and Table 38 (2022-buildout).

FIRE

This section updates the City's fire system development fees in compliance with the Arizona impact fee enabling act for municipalities. The Chandler Fire Department operates out of eleven fire stations, a fire administration building and a support services facility. The locations of existing fire facilities are shown in Figure 8.

Figure 8. Existing Fire Facilities



Service Units

Disparate types of development must be translated into a common unit of measurement that reflects the impact of new development on the demand for fire facilities. This unit of measurement is called a "service unit."

The two most common methodologies used in calculating public safety service units and impact fees are the "calls-for-service" approach and the "functional population" approach. A major problem with relying on call data is that it tends to be unstable over time. This means that fees often go up or down significantly for individual land uses each time the fees are updated. This update continues to use the "functional population" approach to calculate and assess the fire system development fees. This approach is a generally-accepted methodology for these impact fee types and is based on the observation that demand for public safety facilities tends to be proportional to the presence of people.

Similar to the concept of full-time equivalent employees, functional population represents the number of "full-time equivalent" people present at the site of a land use. Functional population represents the average number of equivalent persons present at the site of a land use for an entire 24-hour day. For residential development, functional population is simply average household size times the percentage of time people spend at home. For nonresidential development, functional population is based on a formula that includes square feet per employee ratios, trip generation rates, average vehicle occupancy and average number of hours spent by employees and visitors at a land use. These all tend to be relatively stable characteristics that do not change significantly over short periods of time. Functional population multipliers by land use are calculated in Appendix B. The functional population multipliers are converted into service units (Equivalent Dwelling Units or EDUs), by dividing the functional population per unit for each land use type by the functional population for a single-family unit, as shown in Table 44.

Table 44. Fire Service Unit Multipliers

Land Use	Unit	Func. Pop./ Unit	EDUs/ Unit
Single-Family	Dwelling	1.89	1.000
Multi-Family	Dwelling	1.59	0.841
Retail/Commercial	1,000 sq. ft.	1.98	1.048
Office	1,000 sq. ft.	1.04	0.550
Industrial/Warehouse	1,000 sq. ft.	0.47	0.249
Public/Institutional	1,000 sq. ft.	0.99	0.524

Source: Functional population per unit from Table 117 (residential) and Table 118 (nonresidential) in Appendix B; EDUs per unit is functional population per unit divided by functional population per single-family unit.

The number of service units in the fire service area can be determined by multiplying the amount of development by the service unit multipliers for each land use type and summing for the area. Existing and projected service units (EDUs) are calculated in Table 45 below for the 2022-2032 planning horizon and for buildout.

Table 45. Fire Service Units, 2022-Buildout

Land Use	Unit	Units	EDUs per Unit	EDUs
Single-Family	Dwelling	80,938	1.000	80,938
Multi-Family	Dwelling	32,692	0.841	27,494
Retail/Commercial	1,000 sq. ft.	18,758	1.048	19,658
Office	1,000 sq. ft.	8,088	0.550	4,448
Industrial/Warehouse	1,000 sq. ft.	45,476	0.249	11,324
Public/Instititional	1,000 sq. ft.	12,407	0.524	6,501
Total 2022 Service Units (EDUs)				150,363
Single-Family	Dwelling	82,726	1.000	82,726
Multi-Family	Dwelling	38,237	0.841	32,157
Retail/Commercial	1,000 sq. ft.	19,859	1.048	20,812
Office	1,000 sq. ft.	10,027	0.550	5,515
Industrial/Warehouse	1,000 sq. ft.	53,757	0.249	13,385
Public/Instititional	1,000 sq. ft.	12,929	0.524	6,775
Total 2032 Service Units (EDUs)				161,370
Single-Family	Dwelling	84,116	1.000	84,116
Multi-Family	Dwelling	45,390	0.841	38,173
Retail/Commercial	1,000 sq. ft.	21,367	1.048	22,393
Office	1,000 sq. ft.	12,683	0.550	6,976
Industrial/Warehouse	1,000 sq. ft.	65,098	0.249	16,209
Public/Instititional	1,000 sq. ft.	13,644	0.524	7,149
Total Buildout Service Units (EDUs)				175,016
New EDUs, 2022-2032				11,007
New EDUs, 2022-Buildout				24,653

Source: Units from Table 7 (residential) and Table 10 (nonresidential) in the Land Use Assumptions section; EDUs per unit from Table 44.

Cost per Service Unit

As described in the Methodology subsection of the Legal Framework section, the updated system development fees are based on the lowest of three costs per service unit: existing level of service, ten-year cost and buildout cost.

Existing Level of Service

The cost per service unit to provide fire protection to new development is based on the existing level of service provided to existing development. The level of service is quantified as the ratio of the replacement cost of existing fire capital facilities to existing fire service units. The inventory of the City's existing fire facilities is provided in Table 46. The City's fire training facility has been excluded, as it is not eligible for fire impact fees under SB 1525. Replacement costs of existing facilities are estimated based on the construction cost per square foot for the most recent fire station and the land cost per acre of the City's most recent park land purchase.

Table 46. Existing Fire Facilities

Facility	Year Built	Bldg. (s.f.)	Land (ac.)
Fire Station #1	2015	13,500	2.00
Fire Station #2	1985	8,000	2.91
Fire Station #3	1999	11,974	1.72
Fire Station #4	1985	7,328	1.85
Fire Station #5	1998	8,200	0.79
Fire Station #6	2002	8,000	1.54
Fire Station #7	2003	8,000	1.66
Fire Station #8	2004	9,434	1.84
Fire Station #9	2006	10,200	1.84
Fire Station #10	2008	10,264	2.81
Fire Station #11	2018	11,600	2.50
Fire Administration Building	2009	18,700	1.35
Fire Maintenance Facility	1985	15,010	1.29
Total		140,210	24.10
x Cost per Sq. Foot or Acre		$308	$153,514
Total Replacement Value		$43,184,680	$3,699,687

Source: City of Chandler Fire Department, November 24, 2021, cost per building square foot from cost for Station #11, February 2, 2018; cost per acre is park land cost from Table 30.

In addition to land and buildings, fire services require firefighting apparatus. The City's current fire vehicles have a total replacement cost, based on current unit costs, of almost $18 million, as summarized in Table 47.

Table 47. Fire Apparatus

Fire Appartus	Quantity	Unit Cost	Replacment Value
Engine	16	$650,000	$10,400,000
Ladder Truck, 95'	3	$1,300,000	$3,900,000
Ladder Truck, Reserve	2	$1,100,000	$2,200,000
Heavy Rescue	1	$700,000	$700,000
Tanker	1	$300,000	$300,000
Utility	1	$450,000	$450,000
Total Replacement Value			$17,950,000

Source: City of Chandler, November 23, 2021.

The existing level of service can be expressed in terms of current cost per service unit. However, in addition to the costs of existing facilities, current fund balances and outstanding debt/interfund loans for existing facilities must also be taken into consideration. The existing level of service is $409 per EDU, as shown in Table 48.

Table 48. Fire Existing Level of Service

Building Cost	$43,184,680
Land Cost	$3,699,687
Apparatus Cost	$17,950,000
Total Replacement Cost	$64,834,367
– Interfund Loan Obligations	-$3,588,007
Fund Balance	$239,385
Net Replacement Cost	$61,485,745
÷ Existing Service Units (EDUs)	150,363
Existing Level of Service (Cost per EDU)	$409

Source: Building and land cost from Table 46; apparatus cost from Table 47; outstanding debt/interfund loans and fund balance from Table 120; existing (2022) EDUs from Table 45.

Ten-Year Cost per Service Unit

The City does not plan any capacity improvements over the next ten years. The ten-year cost per service unit represents costs that will be incurred by the City over the next ten years to repay outstanding interfund loans associated with existing capacity available to serve new development, pay encumbrances for projects currently underway, and pay for updated studies. The results are shown in Table 49 and indicate a ten-year cost per service unit of $308 per EDU.

Table 49. Fire Ten-Year Cost per Service Unit

Interfund Loan Obligations	$3,588,007
Encumbrances for Projects Under Construction	$0
Required Fee Study Updates and Biennial Audits	$42,950
Total Planned Expenditures	$3,630,957
– Fund Balance	-$239,385
Total Revenue Needs	$3,391,572
÷ New Service Units (EDUs), 2022-2032	11,007
Ten-Year Cost per Service Unit (EDU)	$308

Source: Outstanding interfund loans, encumbrances, and fund balance from Table 120; study and audit costs from Table 123 and Table 124; new service units from Table 45.

Buildout Cost per Service Unit

The City plans to construct a new fire station in the southeast part of the city sometime after the next ten years. The buildout cost also includes current outstanding obligations and the cost of additional update studies and audits. The results are shown in Table 50 and indicate a buildout cost per service unit of $822 per EDU.

Table 50. Fire Buildout Cost per Service Unit

New Southeast Fire Station #12	$16,823,500
Interfund Loan Obligations	$3,588,007
Encumbrances for Projects Under Construction	$0
Required Fee Study Updates and Biennial Audits	$83,900
Total Planned Expenditures	$20,495,407
– Fund Balance	-$239,385
Total Revenue Needs	$20,256,022
÷ New Service Units (EDUs), 2022-Buildout	24,653
Buildout Cost per Service Unit (EDU)	$822

Source: Estimated cost of planned new station (in FY 2033 dollars) from City of Chandler, January 16, 2023; outstanding debt/interfund loans, encumbrances, and fund balance from Table 120; study and audit costs from Table 123 and Table 124; new service units from Table 45.

Cost per Service Unit Summary

The three costs per service unit calculated above are summarized in Table 51. The updated system development fees are based on the ten-year cost per service unit, which is the lowest of the three.

Table 51. Fire Cost per Service Unit

Existing Cost per Service Unit	$409
Ten-Year Cost per Service Unit	$308
Buildout Cost per Service Unit	$822
Lowest Cost per Service Unit	$308

Source: Existing from Table 48; ten-year from Table 49; buildout from Table 50.

Net Cost per Service Unit

As noted in the Legal Framework section of this report, impact fees should be reduced (or "offset") to account for other types of revenues that will be generated by new development and used to fund capacity-expanding improvements of the same type as those to be funded by the impact fees. Cases in which such an offset is warranted include funding of existing deficiencies, outstanding debt payments on existing facilities, and dedicated revenue sources to fund growth-related improvements.

The fire system development fees calculated in this report are based on a lower cost per service unit than the existing level of service, so there are no existing deficiencies. Other than system development fees, the City has no dedicated source of revenue to fund growth-related fire improvements. The City has not received any grant funding for fire improvements in recent years, and does not anticipate any grants over the next ten years.

The City has funded fire improvements with system development fees or using loans from the general fund to advance-fund certain improvements. The updated fees are lower than they would be based on the existing level of service, which was reduced to account for outstanding interfund loans used to build existing capacity that will serve future development.

Future system development fees can be used to repay outstanding interfund loans without raising double-payment issues. The City does have some additional non-eligible debt on the fire training facility, but this can legitimately be retired with future general funds raised from both existing and future development, because the training facility has not been included in determining the existing level of service. Consequently, no additional offsets are warranted, and the cost per service unit calculated above is the same as the net cost per service unit.

Updated System Development Fees

The updated fire system development fees that may be adopted by the City based on this study are the products of the numbers of service units generated by a unit of development and the net cost per service unit calculated above. The resulting fee schedule is presented in Table 52.

Table 52. Fire Net Cost Schedule

Land Use	Unit	EDUs/ Unit	Net Cost/ EDU	Net Cost/ Unit
Single-Family	Dwelling	1.000000	$308	$308
Multi-Family	Dwelling	0.841000	$308	$259
Retail/Commercial	Sq. Ft.	0.001048	$308	$0.323
Office	Sq. Ft.	0.000550	$308	$0.169
Industrial/Warehouse	Sq. Ft.	0.000249	$308	$0.077
Public/Institutional	Sq. Ft.	0.000524	$308	$0.161

Source: EDUs per unit from Table 44 (nonresidential divided by 1,000 to convert from per 1,000 sq. ft. to per square foot); net cost per EDU is the lowest cost per EDU from Table 51.

The updated fire fees are compared to current fees in Table 53. The updated fees are higher than current fees for all land use categories except office.

Table 53. Current and Updated Fire Fees

Land Use	Unit	Current Fees	Updated Fees	Percent Change
Single-Family	Dwelling	$218	$308	41%
Multi-Family	Dwelling	$161	$259	61%
Retail/Commercial	Sq. Ft.	$0.22	$0.32	47%
Office	Sq. Ft.	$0.20	$0.17	-16%
Industrial/Warehouse	Sq. Ft.	$0.04	$0.08	93%
Public/Institutional	Sq. Ft.	$0.06	$0.16	168%

Source: Current fees from Table 1; updated fees from Table 52.

Capital Plan

Assuming that growth occurs as projected in the land use assumptions, the City plans to fund approximately $3.6 million in growth-related fire expenditures over the next ten years, as summarized in Table 54.

Table 54. Fire Capital Plan, 2022-2032

Improvement	10-Year Cost
Outstanding Debt/Interfund Loans	$3,588,007
Required System Development Fee Studies	$32,950
Required Biennial Audits	$10,000
Total	$3,630,957

Source: Interfund loan balance from Table 120; study cost from Table 123 audit cost from Table 124.

Projected fire system development fee revenue over the next ten years, based on new development anticipated by the land use assumptions, would be sufficient to cover 100% of ten-year costs but only 38% of buildout costs, which include a new fire station. The City will need to increase fees once the new fire station is within the 10-year horizon.

Table 55. Projected Fire Fee Revenue, 2022-Buildout

	2022-2032	2022-Buildout
New Service Units (EDUs)	11,007	24,653
x Net Cost per Service Unit (EDU)	$308	$308
Projected Revenue	$3,390,156	$7,593,124
Current Fund Balance	$239,385	$239,385
Total System Development Fee Funds Available	$3,629,541	$7,832,509
÷ Planned Expenditures	$3,630,957	$20,495,407
Percent of Costs Covered by Fire Fees	100%	38%

Source: New service units from Table 45; net cost per service unit is the lowest cost per EDU from Table 51; current fund balance from Table 120; 2022-2032 planned expenditures from Table 54; 2022-buildout expenditures from Table 50.

POLICE

This section updates the City's police system development fees in compliance with the Arizona impact fee enabling act for municipalities.

Service Units

Disparate types of development must be translated into a common unit of measurement that reflects the impact of new development on the demand for police facilities. This unit of measurement is called a "service unit." This update continues to use the "functional population" approach to calculate and assess the police system development fees. This approach is a generally-accepted methodology for these impact fee types and is based on the observation that demand for public safety facilities tends to be proportional to the presence of people at a particular site. It is more fully described in the Fire section and in Appendix B.

As with the City's fire system development fees, the police service area is also city-wide. Since the number of fire service units is also calculated using functional population, the existing and projected police service units (Equivalent Dwelling Units or EDUs) for the 2022-2032 ten-year planning horizon and to buildout are the same as those calculated earlier for the fire system development fees (see Table 45 in the Fire section).

Cost per Service Unit

As described in the Methodology subsection of the Legal Framework section, the updated system development fees are based on the lowest of three costs per service unit: existing level of service, ten-year cost and buildout cost.

Existing Level of Service

The cost per service unit to provide police protection to new development should not exceed the existing level of service provided to existing development. The existing level of service is quantified as the ratio of the replacement cost of existing police capital facilities to existing police service units. The inventory of the City's existing police facilities is provided in Table 56. Replacement costs of existing facilities are estimated based on the estimated construction cost per square foot for the planned Public Safety Training Center and the land cost per acre based on the City's most recent land purchases for parks.

Table 56. Existing Police Facilities

Facility	Year Built	Bldg. (s.f.)	Land (ac.)
Police Headquarters	1998	67,529	5.85
Police Dispatch/Family Advocacy Center	1990	11,243	0.46
Property & Evidence	1976/2003	30,430	1.83
Chandler Heights Substation	2008	21,841	4.50
Desert Breeze Substation	2006	21,253	5.00
Hamilton Facility	1990	13,816	1.74
Total Building Square Feet/Acres		166,112	19.38
x Unit Cost		$346	$153,514
Total Replacement Value		$57,474,752	$2,975,101

Source: Year built, square feet, and land area from City of Chandler Police Department, December 23, 2021, cost per building square foot is estimated construction cost per square foot for phase 1 of Public Safety Training Center per City of Chandler Police Department, September 6, 2017; land cost per acre is park cost per acre from Table 30.

The existing level of service can be expressed in terms of the current cost per service unit. In addition to the costs of existing facilities, the current fund balance and interfund loans must also be taken into consideration. The existing level of service is $390 per EDU, as shown in Table 57.

Table 57. Police Existing Level of Service

Police Buildings	$57,474,752
Land Value	$2,975,101
Total Replacement Cost	$60,449,853
Fund Balance	$257,453
– Interfund Loan Obligations	-$2,008,425
Total Existing Facility Value	$58,698,881
÷ Existing Service Units (EDUs)	150,363
Existing LOS (Replacement Value per EDU)	$390

Source: Building and land cost from Table 56; outstanding debt/interfund loans and fund balance from Table 120; existing (2022) EDUs from Table 45.

Ten-Year Cost per Service Unit

The City does not plan to construct any new impact fee-eligible police capital improvements over the next ten years. The City has already constructed all the improvements it will need to serve buildout development. However, not all the improvements have been fully paid for. The City will need to repay interfund loans from the general fund and to pay for required study updates and audits over the next ten years. The results are shown in Table 58 and indicate a ten-year cost per service unit of $163 per EDU.

Table 58. Police Ten-Year Cost per Service Unit

Interfund Loans for Past Projects	$2,008,425
Required Fee Study Updates and Biennial Audits	$42,950
Total Planned Expenditures	$2,051,375
– Fund Balance	-$257,453
Total Revenue Needs	$1,793,922
÷ New Service Units (EDUs), 2022-2032	11,007
Ten-Year Cost per Service Unit (EDU)	$163

Source: Outstanding interfund loans and fund balance from Table 120; study cost from Table 123; new service units from Table 45.

Buildout Cost per Service Unit

The buildout cost per service unit includes the outstanding pledged debt and the cost of required SDF study updates and audits. Since most of these costs will be incurred over the next ten years, the City's buildout revenue needs are the same as its ten-year needs, with the exception that additional fee study update and audits will be required. The results are shown in Table 59 and indicate a buildout cost per service unit of $74 per EDU.

Table 59. Police Buildout Cost per Service Unit

Interfund Loans for Past Projects	$2,008,425
Required Fee Study Updates and Biennial Audits	$83,900
Total Planned Expenditures	$2,092,325
– Fund Balance	-$257,453
Total Revenue Needs	$1,834,872
÷ New Service Units (EDUs), 2022-Buildout	24,653
Buildout Cost per Service Unit (EDU)	$74

Source: Interfund loans and fund balance from Table 120; study and audit cost from Table 123 and Table 124; new service units from Table 45.

Cost per Service Unit Summary

The three costs per service unit calculated above are summarized in Table 60. The updated system development fees are based on the buildout cost per service unit, which is the lowest of the three.

Table 60. Police Cost per Service Unit

Existing Cost per Service Unit	$390
Ten-Year Cost per Service Unit	$163
Buildout Cost per Service Unit	$74
Lowest Cost per Service Unit	$74

Source: Existing from Table 57; ten-year from Table 58; buildout from Table 59.

Net Cost per Service Unit

As noted in the Legal Framework section of this report, impact fees should be reduced (or "offset") in order to account for other types of revenues that will be generated by new development and used to fund capacity-expanding improvements of the same type as those to be funded by the impact fees. Cases in which such an offset is warranted include funding of existing deficiencies, outstanding debt payments on existing facilities, and dedicated revenue sources to fund growth-related improvements.

The police system development fees calculated in this report are based on the buildout level of service, which is lower than the existing level of service, so there are no existing deficiencies. Other than system development fees, the City has no dedicated source of revenue to fund growth-related police improvements. The City has not received any grant funding for police improvements in recent years, and does not anticipate any grants over the next ten years.

The City has funded police improvements with system development fees or using general fund revenues, either on a pay-go basis or to retire debt. The updated fees are lower than the existing level of service, which has been reduced to account for outstanding interfund loans used to build some existing capacity that will serve future development. Future system development fees can be used to repay that obligation without raising double-payment issues. Consequently, no additional offsets are warranted, and the net cost per service unit is the same as the cost per service unit calculated above.

Updated System Development Fees

The updated police system development fees that may be adopted by the City based on this study are the products of the number of service units generated by a unit of development for each land use and the net cost per service unit calculated above. The resulting updated fee schedule is presented in Table 61.

Table 61. Police Net Cost Schedule

Land Use	Unit	EDUs/ Unit	Net Cost/ EDU	Net Cost/ Unit
Single-Family	Dwelling	1.000000	$74	$74
Multi-Family	Dwelling	0.841000	$74	$62
Retail/Commercial	Sq. Ft.	0.001048	$74	$0.078
Office	Sq. Ft.	0.000550	$74	$0.041
Industrial/Warehouse	Sq. Ft.	0.000249	$74	$0.018
Public/Institutional	Sq. Ft.	0.000524	$74	$0.039

Source: EDUs per unit same as for fire from Table 44; net cost per EDU is the lowest cost per EDU from Table 60.

The updated police fees are compared to current fees in Table 62. The updated fees are lower than current fees for all land uses except public/institutional.

Table 62. Current and Updated Police Fees

Land Use	Unit	Current Fees	Updated Fees	Percent Change
Single-Family	Dwelling	$127	$74	-42%
Multi-Family	Dwelling	$94	$62	-34%
Commercial	Sq. Ft.	$0.130	$0.078	-40%
Office	Sq. Ft.	$0.110	$0.041	-63%
Industrial/Warehouse	Sq. Ft.	$0.020	$0.018	-10%
Public/Institutional	Sq. Ft.	$0.030	$0.039	30%

Source: Current fees from Table 1; updated fees from Table 61.

Capital Plan

The City has approximately $2 million in growth-related police capital costs to be paid over the next ten years, as summarized in Table 63.

Table 63. Police Capital Plan, 2022-2032

Improvement/Expenditure	10-Year Cost
FY 2006/2007 Interfund Loan for South Substation	$2,008,425
Required System Development Fee Studies	$32,950
Required Biennial Audits	$10,000
Total	$2,051,375

Source: Interfund loan amount from Table 120; study cost from Table 123; audit cost from Table 124.

Projected police system development fee revenue over the next ten years, based on new development anticipated by the land use assumptions, is $0.81 million. With the inclusion of the current fund balance, the City would have $1.07 million in system development fee funds available to spend over the next ten years, as shown in Table 64. The City will need to defer some of the interfund loan repayment beyond ten years, but should recover the full cost by buildout.

Table 64. Projected Police Fee Revenue, 2022-Buildout

	2022-2032	2022-Buildout
New Service Units (EDUs)	11,007	24,653
x Net Cost per Service Unit (EDU)	$74	$74
Projected Revenue	$814,518	$1,824,322
Current Fund Balance	$257,453	$257,453
Total System Development Fee Funds Available	$1,071,971	$2,081,775
÷ Planned Expenditures	$2,051,375	$2,092,325
Percent of Costs Covered by Police Fees	52%	99%

Source: New service units from Table 45; net cost per service unit is the lowest cost per EDU from Table 60; current fund balance from Table 120 in Appendix C; 2022-2032 planned expenditures from Table 63; 2022-buildout planned expenditures from Table 59.

PUBLIC BUILDINGS

The City's public building system development fee funds administrative buildings, fleet maintenance facilities and other general government facilities not covered by the City's arterial street, park, fire, police, water and wastewater system development fees. Public building fees are no longer authorized by SB 1525 as of January 1, 2012. However, SB 1525 allows cities to continue to collect public building fees to repay debt service obligations for improvement financed before June 1, 2011 that impact fees were pledged to repay.

Attorneys working with the Arizona League of Cities and Towns have interpreted the language of SB 1525 to allow pledges of impact fees to include repayment of interfund loans as well as formal debt instruments. The League's model development impact fee ordinance defines the term "financing or debt" as follows:

> *Any debt, bond, note, loan, interfund loan, fund transfer, or other debt service obligation used to finance the development or expansion of a Capital Facility.*

The City recorded two interfund loans from the general fund to the public building system development fee fund for a portion of the cost of construction of the City Hall complex, which was completed in 2010. The interfund loans were made in fiscal years 2010 and 2011, for a total of $4,369,352. The current interfund loan balance is $1,764,427. Public building system development fees were pledged to retire this loan by repaying the general fund.

Because public building fees are no longer authorized, SB 1525 update requirements, including preparation of infrastructure improvements plans, do not apply, and the City may continue to charge its current fees until the interfund loan is repaid. The current outstanding interfund loan amount, net of the current fund balance, is about $1.6 million, as shown in Table 65.

Table 65. Remaining Public Building Pledged Debt

Outstanding Interfund Loan	$1,764,427
– Current Fund Balance	-$153,003
Future Revenue Needed	$1,611,424

Source: Outstanding interfund loan and fund balance from Table 120.

Based on the land use assumptions, new development will generate approximately $1.2 million over the next ten years, as shown in Table 66 below. By buildout, new development could generate about $2.7 million, but the public building fees will cease to be collected when the pledged debt obligation is repaid.

Table 66. Public Building Revenue Projections, 10-Year and to Buildout

	10-Year	Buildout
New EDUs	11,007	24,653
x Current Fee for a Single-Family Unit	$110	$110
Projected Revenue	$1,210,770	$2,711,830

Source: New EDUs from Table 45 in Fire section; current single-family fee from Table 1; projected revenue is new EDUs times current fee per single-family unit.

WATER

This section updates the City's water system development fees in compliance with the Arizona impact fee enabling act for municipalities.

Service Units

To calculate water and wastewater impact fees, the demand associated with different types of customers must be expressed in a common unit of measurement, called a "service unit." The service unit for the City's water and wastewater system development fees is an "equivalent dwelling unit" (EDU). An EDU is a single-family dwelling unit or its equivalent in terms of water demand.

Residential development is charged per dwelling unit. A single-family unit is, by definition, one EDU. Multi-family development is assessed based on the average water demand of a multi-family unit compared to a single-family unit. Average demand during the summer months is used for this purpose, because water facilities must be sized to accommodate peak season usage. Based on average water demand per unit during the summer months for the last five years, a multi-family unit represents 0.334 water EDUs, as shown in Table 67.

Table 67. Water Demand per Multi-Family Unit

Average Daily Summer Water Consumption (gpd) per Multi-Family Unit	138
÷ Average Daily Summer Water Consumption (gpd) per Single-Family Unit	414
Multi-Family EDUs/Unit	0.334

Source: City of Chandler water billing data for the summer months (May through September), average of fiscal year 2017-2021 data provided by City on August 6, 2022.

The number of water service units associated with a nonresidential customer is determined by the capacity of the water meter relative to the capacity of the smallest meter size. Table 68 on the following page presents EDU multipliers for various meter sizes based on meter capacities.

Table 68. Meter Capacity Ratios

Meter Size	Type	Capacity (gpm)	EDU Multiplier
5/8" x 3/4"	Disc	10	1.0
3/4"	Disc	15	1.5
1"	Disc	25	2.5
1 1/2"	Disc	50	5.0
2"	Disc/Turbine	80	8.0
3"	Compound	225	22.5
4"	Compound	250	25.0
6"	Compound	500	50.0
8"	Compound	800	80.0
3"	Turbine	175	17.5
4"	Turbine	300	30.0
6"	Turbine	625	62.5
8"	Turbine	900	90.0
10"	Turbine	1,450	145.0
12"	Turbine	2,150	215.0
16"	Turbine	3,100	310.0

Source: Meter capacities in gallons per minute (gpm) represent the recommended maximum rates for continuing operations from Chandler Public Works & Utilities Department, January 4, 2023.

The number of existing water service units are estimated based on the number of current City water customers and the service unit multipliers described above. As shown in Table 69, the City's current water customer base amounts to 124,954 service units (EDUs).

Table 69. Existing Water Service Units

Meter Size	Type	Units or Meters	EDU Multiplier	EDUs
5/8"x3/4"	Disc	545	1.0	545
3/4"	Disc	274	1.5	411
1"	Disc	1,250	2.5	3,125
1 1/2"	Disc	1,226	5.0	6,130
2"	Disc/Turbine	1,791	8.0	14,328
3"	Compound	94	22.5	2,115
4"	Compound	57	25.0	1,425
6"	Turbine	27	62.5	1,688
8"	Turbine	13	90.0	1,170
10"	Turbine	7	145.0	1,015
12"	Turbine	1	215.0	215
16"	Turbine	3	310.0	930
Subtotal, Nonresidential		5,288	n/a	33,097
Single-Family Units		80,938	1.000	80,938
Multi-Family Units		32,692	0.334	10,919
Total Water EDUs				124,954

Source: Residential units and nonresidential meters (excluding hydrant and fire flow meters) from City of Chandler, Public Works & Utilities Department, August 6, 2022; multi-family EDU multiplier from Table 67; EDU multipliers by meter size from Table 68.

The number of service units should increase proportionately with the increase in water demand. As shown in Table 70, average daily water demand and service units are projected to increase by 23,575 over the next ten years, and by 42,442 from 2022 to buildout.

Table 70. Water Demand and Service Units, 2022-Buildout

	2020	2022	2032	Buildout
Water Avg. Daily Demand (gpd)	60,500,000	62,870,000	74,710,000	84,200,000
Water EDUs		124,954	148,529	167,396
New EDUs, 2022-2032			23,575	
New EDUs, 2022-Buildout				42,442

Source: 2020 and buildout average day water demand from City of Chandler, August 6, 2022 (2022 is straight-line interpolation between 2020 and an estimated 2040 buildout; 2032 is 55.5% of remaining 2022-buildout demand (percent of city-wide population from Table 6 and employment from Table 9 in the Land Use Assumptions section); 2022 water EDUs from Table 69; 2032 and buildout EDUs projected to increase proportionately to water demand.

Cost per Service Unit

As described earlier in the Methodology subsection of the Legal Framework section, the updated system development fees are based on the lowest of three costs per service unit: existing level of service, ten-year cost and buildout cost.

Existing Level of Service

The existing level of service for the water system development fees is quantified, in large part, by the capacity provided by existing water facilities and the current cost to construct that capacity. Water production facilities (surface water treatment plants and wells) must be sized for maximum day demand. System-wide maximum day water demand (in millions of gallons or mgd) and water production capacity are summarized in Table 71 for both existing and buildout conditions. Current water production capacity is sufficient to accommodate buildout demand.

Table 71. Water Demand and Capacity, 2022-Buildout

	2022	Buildout
Annual Average Day Demand (mgd)	62.87	84.20
x Peaking Factor	1.33	1.33
Maximum Day Demand (mgd)	83.62	111.99
Total Production Capacity (mgd)	149.30	149.30

Source: Average day demand projections and peaking factor from City of Chandler Public Works & Utilities Department, August 6, 2022; 2022 and buildout capacity from Table 72.

Chandler's water production capacity consists of the City-owned Surface Water Treatment Plant, the City-owned capacity in the San Tan Vista Water Treatment Plant co-owned with the Town of Gilbert, and the firm capacity of the City's groundwater wells (firm capacity is capacity with the largest well in each pressure zone out of service). Existing water production capacities available to meet maximum day demands are detailed in Table 72. The City has sufficient existing capacity to accommodate projected buildout demand.

Table 72. Existing Water Production Capacity

Water Production Facility	Capacity (mgd)
Surface Water Treatment Plant	60.0
San Tan Vista WTP, Phases I & II	24.0
Subtotal, Treatment Plants	84.0
Airport Well	2.3
Amberwood Well	1.5
Appleby Well	2.3
Arrowhead Well	2.9
Bright Angel Well	1.0
Brooks Crossing Well*	3.3
Bush Way Well	1.8
Colt Well	2.3
Desert Breeze Well	4.2
East Knox	0.7
Eastwood Well	2.2
Fire Station Well	2.4
Frye Well	2.4
Hahn Well (owned by SRP)	2.1
Hightown Well	2.7
Iris Well	1.6
Knox Well	2.2
Lindsay Well*	3.4
McDermott Well	2.2
McQueen Well	2.9
Monterey Well*	5.0
Normal Well	1.9
Ocotillo Well	1.1
Pennington Well	2.5
Pleasant Well	1.5
Price South Well No. 2	1.0
Riggs Well	2.0
Roosevelt Well	2.2
Rural Road Well	4.2
Shawnee Well	1.9
Warner Well (owned by SRP)	3.0
Subtotal, Wells	72.7
Subtotal, Well Firm Capacity*	65.3
Total Firm Capacity	149.3

* firm capacity excludes largest well in each pressure zone and Brooks Crossing, which is dedicated for industrial use

Source: City of Chandler Public Works & Utilities Department, August 6, 2022 (total firm capacity is sum of treatment plant capacity and firm well capacity).

A water system must have sufficient storage capacity to meet peak day as well as peak hour requirements. According to the City's most recent water master plan, Chandler currently has sufficient storage capacity to accommodate buildout needs. The existing storage capacity is summarized in Table 73.

Table 73. Existing Water Storage Capacity

	Gallons (millions)
Airport Tank	2.0
Alamosa Tank	2.0
Apache Tank	2.0
Arrowhead Tank	2.0
Basha Road Tank	2.0
Brooks Crossing Tank	1.0
Bush Way Tank	2.0
Colt Tank	2.0
Dobson South Tank	2.0
Frye Tank *	n/a
Gilbert Road Tank	2.0
Hahn Tank	2.0
Hunt Highway Tank	2.0
Lindsay Road Tank	2.0
McQueen Tank	1.0
Monterey Tank	2.0
Price South Tank *	n/a
Roosevelt Tank *	n/a
Rural Tank	2.0
SWTP Finished Water Reservoirs	12.0
Total	42.0

* will be removed from service by 2024

Source: City of Chandler Public Works & Utilities Department, August 6, 2022.

Another essential component of a water system is booster pumps, which are used to inject water from treatment plants, direct-pumping wells and storage tanks into the transmission/distribution system at the appropriate pressure. The City's existing booster pump station capacities are summarized in Table 74.

Table 74. Existing Booster Pump Station Capacity

Booster Pump Station	Existing Firm Capacity (mgd)
Airport	2.1
Alamosa	6.0
Apache	3.7
Arrowhead	4.4
Basha Road	6.1
Brooks Crossing	3.3
Bush Way	5.1
Colt	3.8
Dobson South	4.5
Frye	n/a
Gilbert Road	5.8
Hahn	3.9
Hunt Highway	3.8
Lindsay Road	5.7
McQueen	1.7
Monterey	3.1
Price South	n/a
Roosevelt	n/a
Rural	7.3
SWTP Pump Station No. 1	54.0
SWTP Pump Station No. 2	18.0
Direct-Pumping Wells	22.3
Total	164.6

Source: City of Chandler Public Works & Utilities Department, August 6, 2022.

A final component of a water system is the transmission and distribution lines that convey the potable water to the customer. Water impact fees typically charge only for transmission lines, since distribution lines are often constructed by developers without credit against their water impact fees. The City's water master plan does not clearly distinguish between transmission and distribution lines. For this study, transmission lines are defined as any waterline of 16 inches in diameter or greater. The current inventory of transmission lines is provided in Table 75.

Table 75. Existing Water Transmission Lines

Pipe Size (in.)	Linear Feet
16	561,191
20	8,010
24	127,745
30	41,513
36	54,287
42	11,576
48	14,438

Source: City of Chandler Public Works & Utilities Department, August 6, 2022.

Prior to the 2014 update, a separate water resources system development fee was assessed only on new water customers located on lands lacking water rights that can be provided to the City as a condition of water service. These are Salt River Project (SRP) Off-Project and Non-Member lands. In the 2014 update, the cost of water supplies was included in the water system development fee assessed to all new water customers. This change was based on analysis presented in the 2014 study demonstrating that SRP On-Project lands have no additional water rights to offset their additional water demands.

Current and buildout water supplies are summarized in Table 76. This analysis shows that the ratio of water supplies to water demand will fall from now to buildout, indicating that the City currently has sufficient water supply capacity to serve buildout development.

Table 76. Water Supplies, 2022-Buildout

Surface Water Supplies Available (acre-feet/year)	93,605
Groundwater Safe Yield Pumping (acre-feet/year)	4,400
Total Water Supply Available (acre-feet/year)	98,005
x Conversion Factor	0.0008927
Total Water Supply Available (mgd)	87.49
÷ Current Average Day Water Demand (mgd)	62.87
Current Ratio of Water Supply to Average Day Demand	1.39
New Water Supplies Planned to be Acquired (mgd), 2022-Buildout	4.10
÷ New Average Day Water Demand (mgd), 2022-Buildout	21.33
Ratio of New Water Supplies to New Average Day Demand	0.19
Buildout Water Supplies (mgd)	91.59
÷ Buildout Average Day Water Demand (mgd)	84.20
Buildout Ratio of Water Supplies to Average Day Demand	1.09

Source: Current and buildout water supplies from City of Chandler Public Works & Utilities Department, August 6, 2022; acre-feet to mgd conversion factor is 325,851 gallons per acre-foot divided by 365 days per year divided by 1 million; current and buildout average day water demand from Table 71.

The City has made two water supply acquisitions over the past several years. Based on these costs, the current marginal cost of additional water supplies is estimated to be $5.85 per gallon per day, as shown in Table 77. Note that the White Mountain settlement cost will increase with the Consumer Price Index until a dam is built and the settlement is finalized.

Table 77. Water Supplies Cost per Gallon per Day

	Cost	Gallons/Day	Cost/gpd
Gila River Indian Community CAP Purchase, FY 2018-2020	$42,860,000	5,500,000	$7.79
White Mountain Apache Tribe Water Settlement, FY 2020	$13,257,195	4,100,000	$3.23
Water Supplies Cost per Gallon per Day	$56,117,195	9,600,000	$5.85

Source: Planned water supply cost and capacity from City of Chandler, Public Works & Utilities Department, August 6, 2022.

As shown above, there is some excess capacity in current water supplies. The percentage of existing water supplies that are utilized by current customers, based on the projected buildout ratio of water supplies to average day water demand, is estimated at about 78% in Table 78 below.

Table 78. Percent of Water Supplies Currently Utilized

	62.87
Current Average Day Water Demand (mgd)	62.87
x Buildout Ratio of Water Supplies to Daily Demand	1.09
Current Water Supplies Utilized (mgd)	68.39
÷ Existing Water Supplies (mgd)	87.49
Percent of Existing Water Supplies Utilized at Buildout Ratio	78.17%

Source: Current demand, buildout ratio, and existing water supplies from Table 76.

The replacement cost of Chandler's existing water system is estimated based on current capacities and the current unit costs to construct water facilities and to acquire additional water supplies, as shown in Table 79.

Table 79. Replacement Cost of Existing Water Facilities

System Component	Unit	Existing Units	Unit Cost	Replacement Cost
Water Supplies	gallons/day	87,490,000	$5.85	$511,816,500
Treatment Plant Capacity	gallons/day	84,000,000	$3.63	$304,920,000
Well Capacity	gallons/day	65,300,000	$1.69	$110,357,000
Storage Capacity	gallons	42,000,000	$1.62	$68,040,000
Booster Pump Station Capacity	gallons/day	164,600,000	$0.68	$111,928,000
16" Transmission Lines	linear feet	561,191	$325	$182,364,627
20" Transmission Lines	linear feet	8,010	$406	$3,253,662
24" Transmission Lines	linear feet	127,745	$487	$62,268,023
30" Transmission Lines	linear feet	41,513	$609	$25,293,871
36" Transmission Lines	linear feet	54,287	$731	$39,692,483
42" Transmission Lines	linear feet	11,576	$853	$9,874,560
48" Transmission Lines	linear feet	14,438	$975	$14,075,317
Total Existing System Replacement Cost				$1,443,884,043

Source: Existing water supplies from Table 76; unit cost for water supplies from Table 77; existing treatment plant and well firm capacity from Table 72; storage capacity from Table 73; booster pump station capacity from Table 74; linear feet transmission lines from Table 75; unit costs other than water supplies from Public Works & Utilities Department, August 6, 2022.

The existing level of service for water facilities is calculated in Table 80 by dividing the replacement cost of existing facilities utilized by existing customers, less outstanding debt obligations, by the number of existing service units. The result is $7,341 per equivalent dwelling unit (EDU).

Table 80. Water Existing Level of Service

Water System Component	Replacement Cost	Percent Utilized	Cost Utilized	Existing EDUs	Cost/ EDU
Water Supplies	$511,816,500	78.17%	$400,086,958	n/a	n/a
Treatment Plant and Well Facilities	$415,277,000	56.01%	$232,596,648	n/a	n/a
Storage, Pumping, Transmission Facilities	$516,790,543	74.67%	$385,887,498	n/a	n/a
Total Cost	$1,443,884,043		$1,018,571,104	n/a	n/a
– Outstanding Debt/Interfund Loans			-$113,317,614	n/a	n/a
Fund Balance			$12,088,518	n/a	n/a
Net Cost			$917,342,008	124,954	$7,341

Source: Replacement costs from Table 79; percent of water supply from Table 78; percent of treatment plant and well facilities is ratio of existing demand to existing capacity from Table 71; percent of storage, pumping and transmission facilities is ratio of existing to buildout water demand from Table 70; outstanding debt/interfund loans from Table 120; existing (2022) service units from Table 70.

Ten-Year Cost per Service Unit

The City does not plan to make any capacity-expanding improvements to the water system over the next ten years. The City will need to repay outstanding debt and interfund loans on several past capacity projects with excess capacity, pay encumbrances on current projects, and pay for required study updates and biennial audits over the next ten years. The results are shown in Table 81 and indicate a ten-year cost per service unit of $4,426 per EDU.

Table 81. Water Ten-Year Cost per Service Unit

Debt/Interfund Loan Obligations	$113,317,614
Encumbrances on Current Projects	$3,081,634
Required Fee Studies and Biennial Audits	$42,950
Total Expenditures	$116,442,198
– Fund Balance	-$12,088,518
Total Revenue Needs	$104,353,680
÷ New Service Units (EDUs), 2022-2032	23,575
Ten-Year Cost per Service Unit (EDU)	$4,426

Source: Planned project and cost from City of Chandler, 2023-2032 *Capital Improvement Program*; debt/interfund loans, encumbrances, and account balance from Table 120; study and audit costs from Table 123 and Table 124, respectively; new service units from Table 70.

Buildout Cost per Service Unit

No additional improvements to the water system are planned prior to buildout. The buildout cost per service unit represents costs that will be incurred by the City to buildout to repay outstanding debt and interfund loans associated with existing capacity available to serve new development, pay encumbrances on current projects, and pay for study updates and biennial audits from now to buildout. Dividing buildout costs by new service units to buildout results in a buildout cost per service unit of $2,460 per EDU, as shown in Table 82.

Table 82. Water Buildout Cost per Service Unit

Debt/Interfund Loan Obligations	$113,317,614
Encumbrances on Current Projects	$3,081,634
Required Fee Studies and Biennial Audits	$83,900
Total Expenditures	$116,483,148
– Fund Balance	-$12,088,518
Total Revenue Needs	$104,394,630
÷ New Service Units (EDUs), 2022-Buildout	42,442
Buildout Cost per Service Unit (EDU)	$2,460

Source: Planned project and cost from City of Chandler, 2023-2032 *Capital Improvement Program*; debt/interfund loans, encumbrances, and account balance (sum of water and water resources) from Table 120; study and audit costs from Table 123 and Table 124, respectively; new service units from Table 70.

Cost per Service Unit Summary

The three costs per service unit calculated above are summarized in Table 83. The updated system development fees are based on the buildout cost per service unit, which is the lowest of the three.

Table 83. Water Cost per Service Unit

Existing Cost per Service Unit	$7,341
Ten-Year Cost per Service Unit	$4,426
Buildout Cost per Service Unit	$2,460
Lowest Cost per Service Unit	$2,460

Source: Existing from Table 80; ten-year from Table 81; buildout from Table 82.

Net Cost per Service Unit

As noted in the Legal Framework section, impact fees should be reduced (or "offset") to account for other types of revenues that will be generated by new development and used to fund capacity-expanding improvements of the same type as those to be funded by the impact fees. Cases in which such an offset is warranted include funding of existing deficiencies, outstanding debt/interfund loans on existing facilities, and dedicated revenue sources to fund growth-related improvements.

The water system development fees calculated in this report are based on the buildout cost per service unit, which is lower than the existing level of service, so there are no existing deficiencies. The outstanding debt/interfund loans for capacity improvements has been excluded from the existing level of service calculation, and can reasonably be attributed to capacity that is available for future customers. Other than system development fees and water utility rates, the City has no dedicated source of revenue to fund growth-related water improvements. The City has not received any grant funding for water improvements in recent years and does not anticipate any grants over the next ten years. Consequently, no additional offsets are warranted, and the net cost per service unit is the same as the cost per service unit calculated above.

Updated System Development Fees

The updated water system development fees that may be adopted by the City based on this study are determined by multiplying the number of service units generated by a dwelling unit or nonresidential meter by the net cost per service unit calculated above. The resulting updated fee schedule is presented in Table 84.

Table 84. Water Net Cost Schedule

Housing/Meter Type	EDUs per Unit/Meter	Net Cost/ EDU	Net Cost per Unit/Meter
Single-Family Unit	1.000	$2,460	$2,460
Multi-Family Unit	0.334	$2,460	$822
Nonresidential Meter:			
3/4" Disc	1.5	$2,460	$3,690
1" Disc	2.5	$2,460	$6,150
1 1/2" Disc	5.0	$2,460	$12,300
2" Disc/Turbine	8.0	$2,460	$19,680
3" Compound	22.5	$2,460	$55,350
4" Compound	25.0	$2,460	$61,500
6" Compound	50.0	$2,460	$123,000
8" Compound	80.0	$2,460	$196,800
3" Turbine	17.5	$2,460	$43,050
4" Turbine	30.0	$2,460	$73,800
6" Turbine	62.5	$2,460	$153,750
8" Turbine	90.0	$2,460	$221,400

Source: Single-family EDUs per unit is by definition 1.000; multi-family EDUs per unit from Table 67; nonresidential EDUs per meter from Table 68; net cost per EDU is the lowest cost per EDU from Table 83.

The updated water fees are compared to current fees in Table 85 below. The updated fees are 28% lower than current fees for most new customers. The fee for the 3" compound meter increases because the capacity of this meter size has been reevaluated and increased significantly (from 160 to 225 gallons per minute) as part of this update.

Table 85. Current and Updated Water Fees

Housing/Meter Type	Current Fee	Updated Fee	Percent Change
Single-Family Unit	$3,397	$2,460	-28%
Multi-Family Unit	$1,281	$822	-36%
Nonresidential Meter:			
3/4" Disc	$5,096	$3,690	-28%
1" Disc	$8,493	$6,150	-28%
1 1/2" Disc	$16,985	$12,300	-28%
2" Disc/Turbine	$27,176	$19,680	-28%
3" Compound	$54,352	$55,350	2%
4" Compound	$84,925	$61,500	-28%
6" Compound	$169,850	$123,000	-28%
8" Compound	$271,760	$196,800	-28%
3" Turbine	$59,448	$43,050	-28%
4" Turbine	$101,910	$73,800	-28%
6" Turbine	$212,313	$153,750	-28%
8" Turbine	$305,730	$221,400	-28%

Source: Current water fees from Table 2; updated fees from Table 84.

Capital Plan

The City has approximately $116 million in anticipated growth-related water costs over the next ten years, as summarized in Table 86.

Table 86. Water Capital Plan, 2022-2032

Outstanding Pledged Debt/Interfund Loans	$113,317,614
Encumbrances/Carry-Forwards	$3,081,634
Required System Development Fee Studies	$32,950
Required System Development Fee Biennial Audits	$10,000
Total Planned Expenditures	$116,442,198

Source: Planned projects and costs from City of Chandler, 2023-2032 *Capital Improvement Program*; encumbrances and; debt/interfund loans from Table 120; study cost from Table 123.

New water customers projected by the City's water demand forecasts would generate the revenues shown in Table 87 below. Anticipated water system development fee revenues plus the current fund balance would be sufficient to cover all of the future City costs to buildout, and would cover 60% of costs anticipated to be incurred the next ten years. The City will need to defer some debt/interfund loan repayments beyond ten years.

Table 87. Projected Water Fee Revenue, 2022-Buildout

	2022-2032	2022-Buildout
New Water Service Units (EDUs)	23,575	42,442
x Net Cost per Service Unit (EDU)	$2,460	$2,460
Projected Revenue	$57,994,500	$104,407,320
Current Fund Balance	$12,088,518	$12,088,518
Total System Development Fee Funds Available	$70,083,018	$116,495,838
÷ Total Planned Expenditures	$116,442,198	$116,483,148
Percent of Costs Covered by Water Fees	60%	100%

Source: New service units from Table 70; net cost per service unit is the lowest cost per EDU from Table 83; planned expenditures from Table 81 (2022-2032) and Table 82 (2022-buildout)); current fund balance from Table 120 in Appendix C.

WASTEWATER

This section updates the City's wastewater system development fees in compliance with the Arizona impact fee enabling act for municipalities.

Service Units

To calculate wastewater impact fees, the demand associated with different types of customers must be expressed in a common unit of measurement, called a "service unit." The service unit for the City's water and wastewater system development fees is an "equivalent dwelling unit" (EDU). An EDU is a single-family dwelling unit or its equivalent in terms of wastewater demand.

Residential development is charged per dwelling unit. A single-family unit is, by definition, one EDU. Multi-family development is assessed based on the average wastewater demand of a multi-family unit compared to a single-family unit. While wastewater flow is not metered directly, it can be estimated based on average water demand per unit during the winter months, when outdoor water use is limited and most water used is returned to the wastewater system. Based on billing data for the last five years, a multi-family unit represents 0.424 of a wastewater EDU, as shown in Table 88.

Table 88. Wastewater Demand per Multi-Family Unit

Average Daily Winter Water Consumption (gpd) per Multi-Family Unit	120
÷ Average Daily Winter Water Consumption (gpd) per Single-Family Unit	283
Multi-Family EDUs/Unit	0.424

Source: City of Chandler water billing data for the winter months, average of fiscal years 2016/17 through 2020/21, based on data provided by City on August 6, 2022.

The number of wastewater service units associated with a nonresidential customer is determined by the capacity of the water meter relative to the capacity of the smallest meter size. The water meter capacity ratios presented earlier in the Water section (see Table 68) will also be used to determine relative wastewater demand for nonresidential customers. The number of existing wastewater service units are estimated based on the number of current City wastewater customers and the service unit multipliers described above. As shown in Table 89, the City's current wastewater customer base amounts to 118,261 service units (EDUs).

Table 89. Existing Wastewater Service Units

Meter Size	Type	Units or Meters	EDU Multiplier	EDUs
5/8"x3/4"	Disc	359	1.00	359
3/4"	Disc	114	1.50	171
1"	Disc	582	2.50	1,455
1 1/2"	Disc	782	5.00	3,910
2"	Disc/Turbine	1,154	8.00	9,232
3"	Compound	88	22.50	1,980
4"	Compound	56	25.00	1,400
6"	Turbine	26	62.50	1,625
8"	Turbine	13	90.00	1,170
10"	Turbine	7	145.00	1,015
12"	Turbine	1	215.00	215
16"	Turbine	3	310.00	930
Subtotal, Nonresidential		3,185	n/a	23,462
Single-Family Units		80,938	1.000	80,938
Multi-Family Units		32,692	0.424	13,861
Total Wastewater EDUs				118,261

Source: Residential units and nonresidential meters (excluding landscape meters) from City of Chandler, Public Works & Utilities Department, August 6, 2022; multi-family EDU multiplier from Table 88; EDUs multipliers by meter size from Table 68.

The number of wastewater service units should increase proportionately with the increase in wastewater demand. As shown in Table 90, average daily wastewater demand and service units are projected to increase by 11,582 over the next ten years, and by a total of 20,952 new service units from 2022 to buildout.

Table 90. Wastewater Demand and Service Units, 2022-Buildout

	2020	2022	2032	Buildout
Wastewater Avg. Daily Demand (gpd)	29,420,000	30,010,000	32,980,000	35,360,000
Wastewater EDUs		118,261	129,843	139,213
New EDUs, 2022-2032			11,582	
New EDUs, 2022-Buildout				20,952

Source: 2020 and buildout average day wastewater demand from City of Chandler, Public Works & Utilities Department, August 6, 2022 (2022 is straight-line interpolation between 2020 and an estimated 2040 buildout; 2032 is 55.5% of remaining 2022-buildout demand (based on MAG population in Table 6 in the Land Use Assumptions section); 2022 wastewater EDUs from Table 89; 2032 and buildout EDUs projected to increase proportionately to water demand.

The updated projection of buildout demand of 35.4 mgd is 19% less than the 43.6 mgd projected for buildout in 2018. The lowered projection is due to Intel's recent completion of their private water reclamation plant, which will treat their wastewater and reduce demand on City wastewater treatment facilities.

Cost per Service Unit

As described earlier in the Methodology subsection of the Legal Framework section, the updated system development fees are based on the lowest of three costs per service unit: existing level of service, ten-year cost and buildout cost.

Existing Level of Service

The existing level of service for the wastewater system development fees is quantified, in large part, by the capacity provided by existing wastewater facilities and the current cost to construct that capacity.

Chandler's wastewater treatment facilities include the Ocotillo and Airport Water Reclamation Facilities and the Lone Butte Wastewater Treatment Plant. The capacity of existing and planned treatment facilities is summarized in Table 91. Because the Lone Butte plant will be decommissioned, it is not included in determining the existing level of service.

Table 91. Wastewater Treatment Capacity, 2022-Buildout

Wastewater Facility	Current	Buildout
Ocotillo Water Reclamation Facility Capacity (mgd)	18.6	18.6
Airport Water Reclamation Facility Capacity (mgd)	27.0	27.0
Lone Butte Wastewater Treatment Plant Capacity (mgd)	8.8	0.0
Total Treatment Capacity (mgd)	54.4	45.6
Total Capacity Excluding Lone Butte (mgd)	45.6	45.6

Source: Treatment plant capacity from City of Chandler Public Works & Utilities Department, August 6, 2022.

The wastewater collection system consists of lift stations, force mains and gravity lines. Existing lift station capacities are summarized in Table 92.

Table 92. Existing Lift Station Capacity

Lift Station	Firm Capacity (mgd)
Golf Course	1.6
Manganaro	10.0
Mission Estates	0.5
Ocotillo (to Airport WRF)	20.0
Old Pecos	2.7
Riggs	3.0
Robertson	5.8
Sunbird	0.7
Total	44.3

Source: City of Chandler Public Works & Utilities Department, August 22, 2022.

Another component of a wastewater system is the gravity mains and force mains that convey the wastewater to the treatment plants. Wastewater impact fees typically charge only for major system lines, since local lines are often constructed by developers without credit against their wastewater impact fees. The City's wastewater master plan does not clearly distinguish between system lines and local lines. For this study, system lines are defined as gravity mains of 18 inches in diameter or greater, and force mains of 12 inches or greater. These are summarized in Table 93.

Table 93. Existing Wastewater System Line Costs

Pipe Diameter (inches)	Linear Feet	Cost/ Foot	System Line Cost
18	130,034	$487	$63,383,773
21	36,129	$569	$20,545,840
24	66,748	$650	$43,380,860
27	55,228	$731	$40,380,504
30	66,191	$812	$53,773,568
33	7,326	$894	$6,546,807
36	16,030	$975	$15,627,326
39	5,274	$1,056	$5,569,977
42	13,475	$1,137	$15,325,926
48	20,061	$1,273	$25,537,653
60	220	$1,625	$357,456
66	13,635	$1,787	$24,369,563
Total, Gravity Main	430,351		$314,799,253
12	6,245	$292	$1,826,288
16	12,192	$390	$4,753,905
18	10,913	$439	$4,787,097
20	35,899	$487	$17,497,173
24	22,532	$585	$13,178,516
42	23,902	$1,023	$24,451,746
Total, Force Mains	111,683		$66,494,724

Source: City of Chandler Public Works & Utilities Department, August 6, 2022.

The replacement cost of Chandler's existing wastewater system is estimated based on current capacities and the current unit costs to construct wastewater facilities, as shown in Table 94.

Table 94. Replacement Cost of Existing Wastewater Facilities

System Component	Unit	Existing Units	Unit Cost	Replacement Cost
Treatment Plants*	gallons/day	45,600,000	$24.37	$1,111,272,000
Lift Stations	gallons/day	44,300,000	$1.80	$79,740,000
Gravity Mains	linear feet	430,351	n/a	$314,799,253
Force Mains	linear feet	111,683	n/a	$66,494,724
Total Replacement Cost of Existing Wastewater Facilities				$1,572,305,977

* excludes Lone Butte plant, which is planned to be decommissioned

Source: Treatment plant capacity (excluding Lone Butte) from Table 91; lift station capacity from Table 92; linear feet and costs of gravity and force mains from Table 93; unit costs for treatment and lift station capacity from City of Chandler Public Works & Utilities Department, August 6, 2022.

The existing level of service for wastewater facilities is calculated in Table 95 below. The replacement cost of existing treatment plants, excluding Lone Butte, which will be decommissioned, and the cost of the existing collection system are reduced to account for the fact that there is excess capacity to serve future new customers. The total cost of currently utilized capacity is divided by the number of existing service units to determine the existing level of service, which results in an existing cost per service unit of $8,457 per EDU.

Table 95. Wastewater Existing Level of Service

Replacement Cost of Existing Treatment Plant Capacity	$1,111,272,000
x Percent of Capacity Currently Utilized	65.81%
Cost of Treatment Plant Capacity Utilized	$731,328,103
Replacement Cost of Collection System	$461,033,977
x Percent of Capacity Currently Utilized	84.87%
Cost of Collection System Utilized	$391,279,536
Total Replacement Costs Utilized by Existing Customers*	$1,122,607,639
Fund Balance	$18,424,602
Existing Capital Investment	$1,141,032,241
– Outstanding Debt/Interfund Loans	-$140,924,609
Net Capital Cost	$1,000,107,632
÷ Existing Service Units (EDUs)	118,261
Existing Cost per Service Unit (EDU)	$8,457

* sum of replacement costs of treatment plant and collection system utilized

Source: Treatment plant and collection system costs from Table 94; percent of treatment capacity utilized is ratio of 2022 average day demand from Table 90 to current capacity from Table 91; percent of collection system currently utilized is ratio of existing to buildout demand from Table 90; fund balance and accounts receivable from Table 120; existing (2022) service units from Table 90.

Ten-Year Cost per Service Unit

The City does not plan to construct any new wastewater capacity improvements over the next ten years. The City will need to repay debt and interfund loans on existing facilities with excess capacity, pay encumbrances on current projects, and pay for the study updates and biennial audits that will be required over the next ten years. The calculations are shown in Table 96 and result in a ten-year cost per service unit of $10,580 per EDU.

Table 96. Wastewater Ten-Year Cost per Service Unit

Debt/Interfund Loan Obligations	$140,924,609
Required Fee Studies and Biennial Audits	$42,950
Total Planned Expenditures	$140,967,559
– Fund Balance	-$18,424,602
Total Revenue Needs	$122,542,957
÷ New Service Units (EDUs), 2022-2032	11,582
Ten-Year Cost per Service Unit (EDU)	$10,580

Source: Planned projects and costs City of Chandler, 2023-2032 *Capital Improvement Program*; financial data from Table 120; study and audit costs from Table 123 and Table 124, respectively; new 2022-2032 service units from Table 90.

Buildout Cost per Service Unit

An additional sewer line expansion improvement is planned after 2032. The buildout cost also includes costs that will be incurred by the City to repay outstanding debt and interfund loans associated with existing capacity to serve new development and pay for updated studies and audits. Dividing the total buildout cost by new service units to buildout results in a buildout cost per service unit of $5,989 per EDU, as shown in Table 97 on the following page.

Table 97. Wastewater Buildout Cost per Service Unit

North Chandler Sewer Line Expansion (capacity portion)	$2,900,000
Debt/Interfund Loan Obligations	$140,924,609
Required Fee Studies and Biennial Audits	$83,900
Total Planned Expenditures	$143,908,509
– Fund Balance	-$18,424,602
Total Revenue Needs	$125,483,907
÷ New Service Units (EDUs), 2022-Buildout	20,952
Buildout Cost per Service Unit (EDU)	$5,989

Source: Planned project and cost from City of Chandler, January 12, 2023 (capacity portion, which is 20% of $14.5 million total cost); debt/interfund loan obligation and fund balance from Table 120; study and audit costs from Table 123 and Table 124, respectively; new 2022-buildout service units from Table 90.

Cost per Service Unit Summary

The three costs per service unit calculated above are summarized in Table 98. The updated system development fees are based on the buildout cost per service unit, which is the lowest of the three.

Table 98. Wastewater Cost per Service Unit

Existing Cost per Service Unit	$8,457
Ten-Year Cost per Service Unit	$10,580
Buildout Cost per Service Unit	$5,989
Lowest Cost per Service Unit	$5,989

Source: Existing from Table 95; ten-year from Table 96; buildout from Table 97.

Net Cost per Service Unit

As noted in the Legal Framework section of this report, impact fees should be reduced (or "offset") to account for other types of revenues that will be generated by new development and used to fund capacity-expanding improvements of the same type as those to be funded by the impact fees. Cases in which such an offset is warranted include funding of existing deficiencies, outstanding debt payments on existing facilities, and dedicated revenue sources to fund growth-related improvements.

Outstanding debt for past capacity improvements has been excluded from the existing level of service calculation, and can reasonably be attributed to capacity that is available for future customers. Other than system development fees, the City has no dedicated source of revenue to fund growth-related wastewater improvements. The City has not received any grant funding for wastewater improvements in recent years and does not anticipate any grants over the next ten years. Consequently, no additional offsets are warranted, and the net cost per service unit is the same as the cost per service unit calculated above.

Updated System Development Fees

The updated wastewater system development fees that may be adopted by the City based on this study are the products of the numbers of service units generated by a unit of development and the net cost per service unit calculated above. The resulting updated fee schedule is presented in Table 99.

Table 99. Wastewater Net Cost Schedule

Housing/Meter Type	EDUs per Unit/Meter	Net Cost/ EDU	Net Cost per Unit/Meter
Single-Family Unit	1.000	$5,989	$5,989
Multi-Family Unit	0.424	$5,989	$2,539
Nonresidential Meter:			
3/4" Disc	1.5	$5,989	$8,984
1" Disc	2.5	$5,989	$14,973
1 1/2" Disc	5.0	$5,989	$29,945
2" Disc/Turbine	8.0	$5,989	$47,912
3" Compound	22.5	$5,989	$134,753
4" Compound	25.0	$5,989	$149,725
6" Compound	50.0	$5,989	$299,450
8" Compound	80.0	$5,989	$479,120
3" Turbine	17.5	$5,989	$104,808
4" Turbine	30.0	$5,989	$179,670
6" Turbine	62.5	$5,989	$374,313
8" Turbine	90.0	$5,989	$539,010

Source: Single-family EDUs per unit is by definition one; multi-family EDUs per unit from Table 88; nonresidential EDUs per meter from Table 68; net cost per EDU is the lowest cost per EDU from Table 98.

The updated wastewater fees are compared to current fees in Table 100 below. The updated fees are 49% higher than current fees for most new customers. The fee for the 3" compound meter increases more because the capacity of this water meter size has been reevaluated and increased significantly as part of this update.

Table 100. Current and Updated Wastewater Fees

Housing/Meter Type	Current Fee	Updated Fee	Percent Change
Single-Family Unit	$4,024	$5,989	49%
Multi-Family Unit	$1,940	$2,539	31%
Nonresidential Meter:			
3/4" Disc	$6,036	$8,984	49%
1" Disc	$10,060	$14,973	49%
1 1/2" Disc	$20,120	$29,945	49%
2" Disc/Turbine	$32,192	$47,912	49%
3" Compound	$64,384	$134,753	109%
4" Compound	$100,600	$149,725	49%
6" Compound	$201,200	$299,450	49%
8" Compound	$321,920	$479,120	49%
3" Turbine	$70,420	$104,808	49%
4" Turbine	$120,720	$179,670	49%
6" Turbine	$251,500	$374,313	49%
8" Turbine	$362,160	$539,010	49%

Source: Current fees from Table 2; updated fees from Table 99.

Capital Plan

Assuming that growth occurs as projected in the land use assumptions, the City anticipates approximately $141 million in growth-related wastewater costs over the next ten years, as shown in Table 101.

Table 101. Wastewater Capital Plan, 2022-2032

Outstanding Pledged Debt/Interfund Loans	$140,924,609
Required System Development Fee Studies	$32,950
Required System Development Fee Biennial Audits	$10,000
Total Planned Expenditures	$140,967,559

Source: Debt/interfund loans from Table 120; study cost from Table 123; audit cost from Table 124.

With projected updated wastewater system development fee revenue, plus the current fund balance, the City would have about $88 million in system development fee funds available over the next ten years, as shown in Table 102 below. This is only 62% of planned 10-year expenditures. However, the timing of expenditures is flexible, as the City can defer repayment of interfund loans and debt until sufficient system development fees become available. Assuming the City continues to collect wastewater system development fees until it reaches buildout, future fees plus the current fund balance should be sufficient to cover all future costs.

Table 102. Projected Wastewater Fee Revenue, 2022-Buildout

	2022-2032	2022-Buildout
New Service Units (EDUs)	11,582	20,952
x Net Cost per Service Unit (EDU)	$5,989	$5,989
Projected Revenue	$69,364,598	$125,481,528
Current Fund Balance	$18,424,602	$18,424,602
Total System Development Fee Funds Available, 2022-2032	$87,789,200	$143,906,130
÷ Planned Expenditures	$140,967,559	$143,908,509
Percent of Costs Covered by Wastewater Fees	62%	100%

Source: New service units from Table 90; net cost per service unit is the lowest cost per EDU from Table 98; current fund balance and accounts receivable from Table 120 in Appendix C; 2022-2032 expenditures from Table 101; 2022-buildout expenditures from Table 97.

RECLAIMED WATER

This section updates the City's reclaimed water system development fees in compliance with the Arizona impact fee enabling act for municipalities. Reclaimed water is wastewater that is treated and purified to be safely used for irrigating golf courses, common areas, and roadside landscaping. Chandler's water reclamation facilities use a state-of-the-art treatment process that cleans and disinfects the wastewater before it is added to the reclaimed water distribution system. The reclaimed water system benefits all City water and wastewater utility customers by providing an efficient method of disposing of wastewater and conserving limited water resources. The ability to expand the City's wastewater treatment capacity is limited by the ability to reuse or recharge the effluent. Because the reclaimed water system is most closely linked to the wastewater system, reclaimed water system development fees are assessed based on wastewater demand.

Service Units

To calculate system development fees, the demand associated with different types of development must be expressed in a common unit of measurement, called a "service unit." The service unit for the reclaimed water fee is an "equivalent dwelling unit" (EDU). An EDU is a single-family dwelling unit or its equivalent in terms of reclaimed water demand. Because the reclaimed water system development fees are based on wastewater demand, the wastewater service unit multipliers and projections calculated in the previous wastewater section are appropriate for the reclaimed water fees as well.

Cost per Service Unit

As described earlier in the Methodology subsection of the Legal Framework section, the updated system development fees are based on the lowest of three costs per service unit: existing level of service, ten-year cost, and buildout cost.

Existing Level of Service

The existing level of service for the reclaimed water system development fees is quantified, in large part, by the capacity provided by existing reclaimed water facilities and the current cost to construct that capacity. Chandler's reclaimed water facilities include pump stations, recharge and recovery wells and reclaimed water transmission lines. The City's existing pump station capacities are summarized in Table 103.

Table 103. Existing Reclaimed Water Pump Stations

Reclaimed Water Pump Station	Capacity (mgd)
Effluent Pump Station at Ocotillo WRF	36.0
Intel Effluent Pump Station	2.0
Reclaimed Water Pump Station at Airport WRF	38.5
Total, Pump Stations	76.5

Source: City of Chandler Public Works & Utilities Department, August 6, 2022.

A key component of the reclaimed water system is the system of aquifer storage and recovery (ASR) wells. The City's existing reclaimed well capacities are summarized in Table 104.

Table 104. Existing Reclaimed Water Wells

Recharge Well	Recharge Capacity (mgd)
Tumbleweed Park ASR Well No. 1	1.7
Tumbleweed Park ASR Well No. 2	1.1
Tumbleweed Park ASR Well No. 3	1.1
Tumbleweed Park ASR Well No. 4	1.4
Tumbleweed Park ASR Well No. 5	1.7
Tumbleweed Park ASR Well No. 6	1.6
Tumbleweed Park ASR Well No. 7	1.2
Tumbleweed Park ASR Well No. 8	1.3
Tumbleweed Park ASR Well No. 9	1.0
Tumbleweed Park ASR Well No. 10	1.2
Total Capacity, Tumbleweed Park	13.3
Ocotillo ASR Well No. 1	1.6
Ocotillo ASR Well No. 2	1.5
Ocotillo ASR Well No. 3	1.6
Ocotillo ASR Well No. 4	1.5
Ocotillo ASR Well No. 5	1.5
Ocotillo ASR Well No. 6	1.4
Ocotillo ASR Well No. 7	1.0
Ocotillo ASR Well No. 8	1.0
Ocotillo ASR Well No. 9	0.9
Ocotillo ASR Well No. 10	0.9
Total Capacity, Ocotillo	12.9
Veterans Oasis Recharge Basin	6.0
Total System Capacity	32.2

Source: City of Chandler Public Works & Utilities Department, August 6, 2022.

Another component of a reclaimed water system is the network of transmission mains that distribute the reclaimed water to reclaimed water users. The existing major lines are summarized in Table 105.

Table 105. Existing Reclaimed Water System Lines

Pipe Size (in.)	Linear Feet
12	241,723
16	2,902
18	1,508
24	109,005
36	22,091

Source: City of Chandler Public Works & Utilities Department, August 6, 2022.

The total replacement cost of Chandler's existing reclaimed water system is estimated based on current capacities and the current unit costs to construct reclaimed water facilities. Outstanding debt/interfund loans in excess of the current reclaimed water system development fee fund balance are deducted to determine the net replacement cost that has been fully paid for by existing wastewater customers. The net replacement cost is divided by the number of existing wastewater service units to determine the existing cost per service unit of $2,091 per EDU, as shown in Table 106.

Table 106. Reclaimed Water Existing Level of Service

System Component	Unit	Existing Units	Unit Cost	Replacement Cost
Pump Station Capacity	gallons/day	76,500,000	$0.68	$52,020,000
ASR Well Capacity	gallons/day	32,200,000	$2.71	$87,262,000
12" Transmission Lines	linear feet	241,723	$244	$58,980,412
16" Transmission Lines	linear feet	2,902	$325	$943,150
18" Transmission Lines	linear feet	1,508	$366	$551,928
24" Transmission Lines	linear feet	109,005	$487	$53,085,435
36" Transmission Lines	linear feet	22,091	$731	$16,148,521
Total Existing System Replacement Cost				$268,991,446
– Debt/Interfund Loan Obligations				-$24,370,725
Fund Balance				$2,614,726
Net Existing System Replacement Cost				$247,235,447
÷ Existing Service Units (EDUs)				118,261
Existing Cost per Service Unit (EDU)				$2,091

Source: Pump station capacity from Table 103; well capacity from Table 104; transmission lines from Table 105; unit costs from City of Chandler Municipal Utilities Department, July 23, 2013 increased by a factor of 35.4% per Public Works & Utilities Department, August 6, 2022; outstanding debt/interfund loans and fund balance from Table 120; existing (2022) service units from Table 90.

Ten-Year Cost per Service Unit

The City does not plan to make any capacity improvements to the reclaimed water system over the next ten years. The City will need to repay debt/interfund loans on existing facilities with excess capacity, pay encumbrances on current projects, and pay for required SDF study updates and biennial audits that will be required over the next ten years. The results are shown in Table 107 and indicate a ten-year cost per service unit of $1,975 per EDU.

Table 107. Reclaimed Water Ten-Year Cost per Service Unit

Debt/Interfund Loan Obligations	$24,370,725
Encumbrances for Current Projects	$1,075,677
Required Fee Studies and Biennial Audits	$42,950
Total Planned Expenditures	$25,489,352
– Fund Balance	-$2,614,726
Total Revenue Needs	$22,874,626
÷ New Service Units (EDUs), 2022-2032	11,582
Ten-Year Cost per Service Unit (EDU)	$1,975

Source: Debt/interfund loans, encumbrances and fund balance from Table 120; study and audit costs from Table 123 and Table 124, respectively; new 2022-buildout service units from Table 90.

Buildout Cost per Service Unit

The City has not identified a need for any additional growth-related improvements beyond the next ten years. The total buildout cost includes future costs that will be incurred by the City to repay outstanding debt/interfund loans associated with existing capacity to serve new development, pay encumbrances for current projects, and pay for updated SDF studies and biennial audits. Dividing buildout costs by new service units to buildout results in a buildout cost per service unit of $1,094 per EDU, as shown in Table 108.

Table 108. Reclaimed Water Buildout Cost per Service Unit

Debt/Interfund Loan Obligations	$24,370,725
Encumbrances for Current Projects	$1,075,677
Required Fee Studies and Biennial Audits	$83,900
Total Planned Expenditures	$25,530,302
– Fund Balance	-$2,614,726
Total Revenue Needs	$22,915,576
÷ New Service Units (EDUs), 2022-Buildout	20,952
Buildout Cost per Service Unit (EDU)	$1,094

Source: Debt/interfund loans; encumbrances and fund balance from Table 120; study cost from Table 123; new service units from Table 90.

Cost per Service Unit Summary

The three costs per service unit calculated above are summarized in Table 109. The updated system development fees are based on the buildout cost per service unit, which is the lowest of the three.

Table 109. Reclaimed Water Cost per Service Unit

Existing Cost per Service Unit	$2,091
Ten-Year Cost per Service Unit	$1,975
Buildout Cost per Service Unit	$1,094
Lowest Cost per Service Unit	$1,094

Source: Existing from Table 106; ten-year from Table 107; buildout from Table 108.

Net Cost per Service Unit

As noted in the Legal Framework section of this report, impact fees should be reduced (or "offset") in order to account for other types of revenues that will be generated by new development and used to fund capacity-expanding improvements of the same type as those to be funded by the impact fees. Cases in which such an offset is warranted include funding of existing deficiencies, outstanding debt payments on existing facilities, and dedicated revenue sources to fund growth-related improvements.

The reclaimed water system development fees calculated in this report are based on the buildout cost per service unit, which is lower than the existing level of service, so there are no existing deficiencies. Outstanding debt and interfund loans on existing facilities have been excluded from the existing level of service calculation, and can reasonably be attributed to excess capacity available to serve future customers. Other than system development fees and utility rates, the City has no dedicated source of revenue to fund growth-related reclaimed water improvements. The City has not received any grant funding for reclaimed water improvements in recent years and does not anticipate any grants over the next ten years. Consequently, no additional offsets are warranted, and the net cost per service unit is the same as the cost per service unit calculated above.

Updated System Development Fees

The updated reclaimed water system development fees that may be adopted by the City based on this study are the products of the numbers of service units generated by a unit of development and the net cost per service unit calculated above. The resulting updated fee schedule is presented in Table 110.

Table 110. Reclaimed Water Net Cost Schedule

Housing/Meter Type	EDUs per Unit/Meter	Net Cost/ EDU	Net Cost per Unit/Meter
Single-Family Unit	1.000	$1,094	$1,094
Multi-Family Unit	0.424	$1,094	$464
Nonresidential Meter:			
3/4" Disc	1.5	$1,094	$1,641
1" Disc	2.5	$1,094	$2,735
1 1/2" Disc	5.0	$1,094	$5,470
2" Disc/Turbine	8.0	$1,094	$8,752
3" Compound	22.5	$1,094	$24,615
4" Compound	25.0	$1,094	$27,350
6" Compound	50.0	$1,094	$54,700
8" Compound	80.0	$1,094	$87,520
3" Turbine	17.5	$1,094	$19,145
4" Turbine	30.0	$1,094	$32,820
6" Turbine	62.5	$1,094	$68,375
8" Turbine	90.0	$1,094	$98,460

Source: EDUs per unit or meter are the same as for wastewater from Table 99; net cost per EDU is the lowest cost per EDU from Table 109.

The updated reclaimed water fees are compared to current fees in Table 111 below. The updated fees are 31% higher for most new customers. The fee for the 3" compound meter increases more because the capacity of this water meter size has been reevaluated and increased significantly as part of this update.

Table 111. Current and Updated Reclaimed Water Fees

Housing/Meter Type	Current Fee	Updated Fee	Percent Change
Single-Family Unit	$837	$1,094	31%
Multi-Family Unit	$403	$464	15%
Nonresidential Meter:			
3/4" Disc	$1,256	$1,641	31%
1" Disc	$2,093	$2,735	31%
1 1/2" Disc	$4,185	$5,470	31%
2" Disc/Turbine	$6,696	$8,752	31%
3" Compound	$13,392	$24,615	84%
4" Compound	$20,925	$27,350	31%
6" Compound	$41,850	$54,700	31%
8" Compound	$66,960	$87,520	31%
3" Turbine	$14,648	$19,145	31%
4" Turbine	$25,110	$32,820	31%
6" Turbine	$52,313	$68,375	31%
8" Turbine	$75,330	$98,460	31%

Source: Current fees from Table 2; updated fees from Table 110.

Capital Plan

Assuming that growth occurs as projected in the land use assumptions, the City anticipates approximately $25.5 million in growth-related reclaimed water costs over the next ten years, as summarized in Table 112.

Table 112. Reclaimed Water Capital Plan, 2022-2032

Encumbrances for Current Projects	$1,075,677
Debt/Interfund Loan Obligations	$24,370,725
Required System Development Fee Studies	$32,950
Required System Development Fee Biennial Audits	$10,000
Total Planned Expenditures	$25,489,352

Source: Encumbrances and debt/interfund loans from Table 120; study cost from Table 123; audit cost from Table 124.

With projected updated reclaimed water system development fee revenue, plus the current fund balance, the City would have about $15.3 million in system development fee funds available over the next ten years, as shown in Table 113. This is only 60% of planned 10-year expenditures. However, the timing of expenditures is flexible, as the City can defer repayment of interfund loans until sufficient system development fees become available. Assuming the City continues to collect reclaimed water system development fees until it reaches buildout, future fee revenues plus the current fund balance should be enough to cover all future costs.

Table 113. Projected Reclaimed Water Fee Revenue, 2022-Buildout

	2022-2032	2022-Buildout
New Service Units (EDUs)	11,582	20,952
x Net Cost per Service Unit (EDU)	$1,094	$1,094
Projected Revenue	$12,670,708	$22,921,488
Current Fund Balance	$2,614,726	$2,614,726
Total System Development Fee Funds Available	$15,285,434	$25,536,214
÷ Planned Expenditures	$25,489,352	$25,530,302
Percent of Costs Covered by Reclaimed Water Fees	60%	100%

Source: New service units from Table 90; net cost per service unit is the lowest cost per EDU from Table 109; current fund balance from Table 120 in Appendix C; planned expenditures from Table 107 (2022-2032) and Table 108 (2022-buildout).

APPENDIX A: ARTERIAL STREET INVENTORY

Table 114. Existing Arterial Street Inventory

Street	From	To	Miles	Lns	Lane-Miles	Pk Hr Count	Capa-city	VMT	VMC
McClintock Rd	Frye	Loop 202	0.50	4	2.00	680	2,700	340	1,350
Price	Loop 202	Germann	1.15	6	6.90	4,029	4,100	4,633	4,715
Price	Germann	Queen Creek	1.00	6	6.00	2,125	4,100	2,125	4,100
Price	Queen Creek	Dobson	0.50	6	3.00	2,694	4,100	1,347	2,050
Dobson	Frye	Pecos	0.50	6	3.00	2,278	4,100	1,139	2,050
Dobson	Pecos	Germann	1.06	6	6.36	4,692	4,100	4,974	4,346
Dobson	Germann	Queen Creek	1.10	6	6.60	1,692	4,100	1,861	4,510
Dobson	Queen Creek	Price	0.42	4	1.68	2,145	2,700	901	1,134
Dobson	Price	Ocotillo	1.00	4	4.00	1,573	2,700	1,573	2,700
Dobson	Ocotillo	End	0.80	4	3.20	2,170	2,700	1,736	2,160
Alma School	Frye	Pecos	0.50	4	2.00	2,567	2,700	1,284	1,350
Alma School	Pecos	Loop 202	0.30	4	1.20	2,950	2,700	885	810
Alma School	Loop 202	Willis	0.25	6	1.50	2,771	4,100	693	1,025
Alma School	Willis	Germann	0.50	4	2.00	2,771	2,700	1,386	1,350
Alma School	Germann	Queen Creek	0.98	4	3.92	2,508	2,700	2,458	2,646
Alma School	Queen Creek	Ocotillo	1.12	4	4.48	2,253	2,700	2,523	3,024
Alma School	Ocotillo	Chandler Heights	1.13	4	4.52	1,870	2,700	2,113	3,051
Arizona	Pecos	Loop 202	0.30	6	1.80	2,950	4,100	885	1,230
Arizona	Loop 202	Germann	0.73	6	4.38	3,655	4,100	2,668	2,993
Arizona	Germann	Queen Creek	1.00	6	6.00	3,179	4,100	3,179	4,100
Arizona	Queen Creek	Ocotillo	1.00	6	6.00	2,992	4,100	2,992	4,100
Arizona	Ocotillo	Chandler Heights	1.00	6	6.00	2,474	4,100	2,474	4,100
Arizona	Chandler Heights	Riggs	1.00	4	4.00	1,828	2,700	1,828	2,700
Arizona	Riggs	Hunt Highway	1.00	4	4.00	1,199	2,700	1,199	2,700
McQueen	Ray	Chandler	1.00	4	4.00	2,287	2,700	2,287	2,700
McQueen	Chandler	Pecos	1.00	4	4.00	4,641	2,700	4,641	2,700
McQueen	Pecos	Loop 202	0.62	6	3.72	2,950	4,100	1,829	2,542
McQueen	Loop 202	Germann	0.40	6	2.40	3,349	4,100	1,340	1,640
McQueen	Germann	Queen Creek	1.00	6	6.00	3,434	4,100	3,434	4,100
McQueen	Queen Creek	Ocotillo	1.00	6	6.00	2,814	4,100	2,814	4,100
McQueen	Ocotillo	Chandler Heights	1.00	4	4.00	2,227	2,700	2,227	2,700
McQueen	Chandler Heights	Riggs	1.00	4	4.00	1,777	2,700	1,777	2,700
McQueen	Riggs	City Limit	0.75	4	3.00	510	2,700	383	2,025
Cooper	Ray	Chandler	1.00	6	6.00	2,210	4,100	2,210	4,100
Cooper	Chandler	Pecos	0.98	6	5.88	2,049	4,100	2,008	4,018
Cooper	Pecos	Loop 202	0.62	6	3.72	1,811	4,100	1,123	2,542
Cooper	Loop 202	Germann	0.40	6	2.40	1,394	4,100	558	1,640
Cooper	Queen Creek	Ocotillo	1.00	2	2.00	833	1,300	833	1,300
Cooper	Ocotillo	Chandler Heights	1.00	2	2.00	689	1,300	689	1,300
Cooper	Chandler Heights	Riggs	1.00	2	2.00	451	1,300	451	1,300
Cooper	Riggs	Hunt Highway	1.00	4	4.00	230	2,700	230	2,700
Gilbert	Pecos	Loop 202	0.60	6	3.60	3,885	4,100	2,331	2,460
Gilbert	Loop 202	Germann	0.40	6	2.40	4,505	4,100	1,802	1,640

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Table 114. Existing Arterial Street Inventory (continued)

Street	From	To	Miles	Lns	Lane-Miles	Pk Hr Count	Capa-city	VMT	VMC
Gilbert	Germann	Queen Creek	1.00	6	6.00	4,446	4,100	4,446	4,100
Gilbert	Queen Creek	Ocotillo	1.00	6	6.00	3,417	4,100	3,417	4,100
Gilbert	Ocotillo	Chandler Heights	1.00	4	4.00	2,686	2,700	2,686	2,700
Gilbert	Chandler Heights	Riggs	1.00	4	4.00	2,091	2,700	2,091	2,700
Gilbert	Riggs	Hunt Highway	1.00	4	4.00	918	2,700	918	2,700
Lindsay	Ocotillo	Chandler Heights	1.00	2	2.00	1,428	1,300	1,428	1,300
Lindsay	Chandler Heights	Riggs	1.00	2	2.00	1,301	1,300	1,301	1,300
Lindsay	Riggs	Hunt Highway	1.00	2	2.00	400	1,300	400	1,300
Ray	McQueen	Cooper	1.00	4	4.00	2,040	2,700	2,040	2,700
Chandler	McQueen	Cooper	0.99	6	5.94	1,726	4,100	1,709	4,059
Chandler	Cooper	Gilbert	1.00	6	6.00	1,760	4,100	1,760	4,100
Pecos	Ellis	Dobson	0.50	2	1.00	833	1,300	417	650
Pecos	Dobson	Alma School	1.00	6	6.00	833	4,100	833	4,100
Pecos	Alma School	Arizona	1.00	6	6.00	1,165	4,100	1,165	4,100
Pecos	Arizona	McQueen	1.02	6	6.12	1,139	4,100	1,162	4,182
Pecos	McQueen	Cooper	1.00	6	6.00	1,148	4,100	1,148	4,100
Pecos	Cooper	Gilbert	1.00	6	6.00	1,003	4,100	1,003	4,100
Germann	City Limits	Price	0.25	2	0.50	50	1,300	13	325
Germann	Price	Dobson	0.75	4	3.00	680	2,700	510	2,025
Germann	Dobson	Alma School	1.00	6	6.00	1,088	4,100	1,088	4,100
Germann	Alma School	Arizona	1.00	6	6.00	1,292	4,100	1,292	4,100
Germann	Arizona	McQueen	1.00	4	4.00	961	2,700	961	2,700
Germann	McQueen	Cooper	1.00	4	4.00	1,165	2,700	1,165	2,700
Germann	Cooper	Gilbert	1.10	6	6.60	2,049	4,100	2,254	4,510
Queen Creek	City Limits	Price	0.27	6	1.62	2,587	4,100	698	1,107
Queen Creek	Price	Dobson	0.45	6	2.70	1,411	4,100	635	1,845
Queen Creek	Dobson	Alma School	1.30	6	7.80	1,522	4,100	1,979	5,330
Queen Creek	Alma School	Arizona	1.00	6	6.00	1,590	4,100	1,590	4,100
Queen Creek	Arizona	McQueen	1.00	6	6.00	1,335	4,100	1,335	4,100
Queen Creek	McQueen	Cooper	1.00	2	2.00	1,165	1,300	1,165	1,300
Queen Creek	Cooper	Gilbert	1.00	2	2.00	1,726	1,300	1,726	1,300
Queen Creek	Gilbert	Lindsay	1.00	6	6.00	2,117	4,100	2,117	4,100
Ocotillo	Dobson	Alma School	0.80	4	3.20	1,250	2,700	1,000	2,160
Ocotillo	Alma School	Arizona	1.40	4	5.60	1,224	2,700	1,714	3,780
Ocotillo	Arizona	McQueen	1.00	4	4.00	1,615	2,700	1,615	2,700
Ocotillo	McQueen	Cooper	1.00	4	4.00	1,360	2,700	1,360	2,700
Ocotillo	Cooper	Redwood	0.25	4	1.00	1,420	2,700	355	675
Ocotillo	Redwood	Gilbert	0.75	4	3.00	1,420	2,700	1,065	2,025
Ocotillo	Gilbert	Lindsay	1.00	2	2.00	1,165	1,300	1,165	1,300
Ocotillo	Lindsay	148th St.	0.50	2	1.00	2,171	1,300	1,086	650
Chandler Heights	Alma School	Arizona	1.00	4	4.00	952	2,700	952	2,700
Chandler Heights	Arizona	McQueen	1.00	2	2.00	944	1,300	944	1,300
Chandler Heights	McQueen	Cooper	1.00	2	2.00	774	1,300	774	1,300
Chandler Heights	Cooper	Gilbert	0.96	2	1.92	816	1,300	783	1,248
Chandler Heights	Gilbert	Lindsay	1.00	4	4.00	655	2,700	655	2,700
Chandler Heights	Lindsay	Val Vista	1.00	2	2.00	561	1,300	561	1,300

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Table 114. Existing Arterial Street Inventory (continued)

Street	From	To	Miles	Lns	Lane-Miles	Pk Hr Count	Capa-city	VMT	VMC
Riggs	Arizona	McQueen	1.00	6	6.00	2,219	4,100	2,219	4,100
Riggs	McQueen	Cooper	1.00	6	6.00	2,295	4,100	2,295	4,100
Riggs	Cooper	Gilbert	1.00	6	6.00	2,244	4,100	2,244	4,100
Riggs	Gilbert	Lindsay	1.00	6	6.00	2,754	4,100	2,754	4,100
Riggs	Lindsay	Val Vista	1.00	6	6.00	2,992	4,100	2,992	4,100
Total					376.66			153,148	255,472

Source: Street descriptions, miles, number of lanes and counts from City of Chandler Capital Projects Division, June 2, 2023; capacity is maximum hourly volumes at LOS D from Table 14; VMT is peak hour vehicle-miles of travel, which is product of segment miles and peak hour volume; VMC is vehicle-miles of capacity, which is product of miles and capacity.

Table 115. Buildout Arterial Street Inventory

Street	From	To	Miles	Lns	Lane-Miles	Pk Hr Count	Capa-city	VMT	VMC
McClintock Rd	Frye	Loop 202	0.50	4	2.00	884	2,700	442	1,350
Price	Loop 202	Germann	1.15	6	6.90	4,250	4,100	4,888	4,715
Price	Germann	Queen Creek	1.00	6	6.00	2,873	4,100	2,873	4,100
Price	Queen Creek	Dobson	0.50	6	3.00	1,624	4,100	812	2,050
Dobson	Frye	Pecos	0.50	6	3.00	4,330	4,100	2,165	2,050
Dobson	Pecos	Germann	1.06	6	6.36	3,043	4,100	3,226	4,346
Dobson	Germann	Queen Creek	1.10	6	6.60	2,253	4,100	2,478	4,510
Dobson	Queen Creek	Price	0.42	4	1.68	1,284	2,700	539	1,134
Dobson	Price	Ocotillo	1.00	4	4.00	2,100	2,700	2,100	2,700
Dobson	Ocotillo	End	0.80	4	3.20	935	2,700	748	2,160
Alma School	Frye	Pecos	0.50	6	3.00	4,781	4,100	2,391	2,050
Alma School	Pecos	Loop 202	0.30	6	1.80	4,950	4,100	1,485	1,230
Alma School	Loop 202	Willis	0.25	6	1.50	3,978	4,100	995	1,025
Alma School	Willis	Germann	0.50	6	3.00	3,978	4,100	1,989	2,050
Alma School	Germann	Queen Creek	0.98	6	5.88	3,698	4,100	3,624	4,018
Alma School	Queen Creek	Ocotillo	1.12	6	6.72	3,094	4,100	3,465	4,592
Alma School	Ocotillo	Chandler Heights	1.13	4	4.52	2,686	2,700	3,035	3,051
Arizona	Pecos	Loop 202	0.30	6	1.80	4,985	4,100	1,496	1,230
Arizona	Loop 202	Germann	0.73	6	4.38	4,318	4,100	3,152	2,993
Arizona	Germann	Queen Creek	1.00	6	6.00	4,080	4,100	4,080	4,100
Arizona	Queen Creek	Ocotillo	1.00	6	6.00	3,732	4,100	3,732	4,100
Arizona	Ocotillo	Chandler Heights	1.00	6	6.00	2,873	4,100	2,873	4,100
Arizona	Chandler Heights	Riggs	1.00	4	4.00	2,244	2,700	2,244	2,700
Arizona	Riggs	Hunt Highway	1.00	4	4.00	1,233	2,700	1,233	2,700
McQueen	Ray	Chandler	1.00	6	6.00	3,026	4,100	3,026	4,100
McQueen	Chandler	Pecos	1.00	6	6.00	2,941	4,100	2,941	4,100
McQueen	Pecos	Loop 202	0.62	6	3.72	3,239	4,100	2,008	2,542
McQueen	Loop 202	Germann	0.40	6	2.40	3,239	4,100	1,296	1,640
McQueen	Germann	Queen Creek	1.00	6	6.00	3,698	4,100	3,698	4,100
McQueen	Queen Creek	Ocotillo	1.00	6	6.00	3,868	4,100	3,868	4,100
McQueen	Ocotillo	Chandler Heights	1.00	4	4.00	1,981	2,700	1,981	2,700
McQueen	Chandler Heights	Riggs	1.00	4	4.00	1,386	2,700	1,386	2,700
McQueen	Riggs	City Limit	0.75	4	3.00	680	2,700	510	2,025
Cooper	Ray	Chandler	1.00	6	6.00	2,397	4,100	2,397	4,100
Cooper	Chandler	Pecos	0.98	6	5.88	2,210	4,100	2,166	4,018
Cooper	Pecos	Loop 202	0.62	6	3.72	2,074	4,100	1,286	2,542
Cooper	Loop 202	Germann	0.40	6	2.40	2,074	4,100	830	1,640
Cooper	Queen Creek	Ocotillo	1.00	4	4.00	2,040	2,700	2,040	2,700
Cooper	Ocotillo	Chandler Heights	1.00	4	4.00	1,683	2,700	1,683	2,700
Cooper	Chandler Heights	Riggs	1.00	4	4.00	1,360	2,700	1,360	2,700
Cooper	Riggs	Hunt Highway	1.00	4	4.00	315	2,700	315	2,700
Gilbert	Pecos	Loop 202	0.60	6	3.60	3,256	4,100	1,954	2,460
Gilbert	Loop 202	Germann	0.40	6	2.40	3,256	4,100	1,302	1,640

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Table 115. Buildout Arterial Street Inventory (continued)

Street	From	To	Miles	Lns	Lane-Miles	Pk Hr Count	Capa-city	VMT	VMC
Gilbert	Germann	Queen Creek	1.00	6	6.00	3,579	4,100	3,579	4,100
Gilbert	Queen Creek	Ocotillo	1.00	6	6.00	2,278	4,100	2,278	4,100
Gilbert	Ocotillo	Chandler Heights	1.00	4	4.00	2,448	2,700	2,448	2,700
Gilbert	Chandler Heights	Riggs	1.00	4	4.00	1,649	2,700	1,649	2,700
Gilbert	Riggs	Hunt Highway	1.00	4	4.00	731	2,700	731	2,700
Lindsay	Ocotillo	Chandler Heights	1.00	4	4.00	1,114	2,700	1,114	2,700
Lindsay	Chandler Heights	Riggs	1.00	4	4.00	1,063	2,700	1,063	2,700
Lindsay	Riggs	Hunt Highway	1.00	4	4.00	468	2,700	468	2,700
Ray	McQueen	Cooper	1.00	6	6.00	2,729	4,100	2,729	4,100
Chandler	McQueen	Cooper	0.99	6	5.94	2,253	4,100	2,230	4,059
Chandler	Cooper	Gilbert	1.00	6	6.00	1,768	4,100	1,768	4,100
Pecos	Ellis	Dobson	0.50	4	2.00	1,000	2,700	500	1,350
Pecos	Dobson	Alma School	1.00	6	6.00	1,539	4,100	1,539	4,100
Pecos	Alma School	Arizona	1.00	6	6.00	1,870	4,100	1,870	4,100
Pecos	Arizona	McQueen	1.02	6	6.12	1,777	4,100	1,813	4,182
Pecos	McQueen	Cooper	1.00	6	6.00	1,896	4,100	1,896	4,100
Pecos	Cooper	Gilbert	1.00	6	6.00	1,284	4,100	1,284	4,100
Germann	City Limits	Price	0.25	4	1.00	200	2,700	50	675
Germann	Price	Dobson	0.75	4	3.00	1,173	2,700	880	2,025
Germann	Dobson	Alma School	1.00	6	6.00	1,649	4,100	1,649	4,100
Germann	Alma School	Arizona	1.00	6	6.00	1,921	4,100	1,921	4,100
Germann	Arizona	McQueen	1.00	6	6.00	1,394	4,100	1,394	4,100
Germann	McQueen	Cooper	1.00	6	6.00	1,513	4,100	1,513	4,100
Germann	Cooper	Gilbert	1.10	6	6.60	2,125	4,100	2,338	4,510
Queen Creek	City Limits	Price	0.27	6	1.62	3,104	4,100	838	1,107
Queen Creek	Price	Dobson	0.45	6	2.70	1,768	4,100	796	1,845
Queen Creek	Dobson	Alma School	1.30	6	7.80	2,219	4,100	2,885	5,330
Queen Creek	Alma School	Arizona	1.00	6	6.00	2,202	4,100	2,202	4,100
Queen Creek	Arizona	McQueen	1.00	6	6.00	1,794	4,100	1,794	4,100
Queen Creek	McQueen	Cooper	1.00	6	6.00	1,726	4,100	1,726	4,100
Queen Creek	Cooper	Gilbert	1.00	6	6.00	1,488	4,100	1,488	4,100
Queen Creek	Gilbert	Lindsay	1.00	6	6.00	1,666	4,100	1,666	4,100
Ocotillo	Dobson	Alma School	0.80	4	3.20	1,717	2,700	1,374	2,160
Ocotillo	Alma School	Arizona	1.40	4	5.60	1,641	2,700	2,297	3,780
Ocotillo	Arizona	McQueen	1.00	4	4.00	2,134	2,700	2,134	2,700
Ocotillo	McQueen	Cooper	1.00	4	4.00	1,802	2,700	1,802	2,700
Ocotillo	Cooper	Redwood	0.25	4	1.00	1,734	2,700	434	675
Ocotillo	Redwood	Gilbert	0.75	4	3.00	1,734	2,700	1,301	2,025
Ocotillo	Gilbert	Lindsay	1.00	4	4.00	1,760	2,700	1,760	2,700
Ocotillo	Lindsay	148th St.	0.50	4	2.00	2,605	2,700	1,303	1,350
Chandler Heights	Alma School	Arizona	1.00	4	4.00	1,284	2,700	1,284	2,700
Chandler Heights	Arizona	McQueen	1.00	4	4.00	1,267	2,700	1,267	2,700
Chandler Heights	McQueen	Cooper	1.00	4	4.00	1,275	2,700	1,275	2,700
Chandler Heights	Cooper	Gilbert	0.96	4	3.84	1,394	2,700	1,338	2,592
Chandler Heights	Gilbert	Lindsay	1.00	4	4.00	1,394	2,700	1,394	2,700
Chandler Heights	Lindsay	Val Vista	1.00	4	4.00	1,173	2,700	1,173	2,700

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Table 115. Buildout Arterial Street Inventory (continued)

Street	From	To	Miles	Lns	Lane-Miles	Pk Hr Count	Capa-city	VMT	VMC
Riggs	Arizona	McQueen	1.00	6	6.00	2,499	4,100	2,499	4,100
Riggs	McQueen	Cooper	1.00	6	6.00	2,261	4,100	2,261	4,100
Riggs	Cooper	Gilbert	1.00	6	6.00	2,142	4,100	2,142	4,100
Riggs	Gilbert	Lindsay	1.00	6	6.00	2,125	4,100	2,125	4,100
Riggs	Lindsay	Val Vista	1.00	6	6.00	1,632	4,100	1,632	4,100
Total			81.90		425.88			175,006	289,926

Source: Street descriptions, miles, number of lanes and projected volumes from City of Chandler Capital Projects Division, June 2, 2023; capacity is maximum hourly volumes at LOS D from Table 14; VMT is vehicle-miles of travel, which is the product of segment miles and peak hour volume; VMC is vehicle-miles of capacity, which is the product of miles and capacity.

APPENDIX B: FUNCTIONAL POPULATION

The two most common methodologies used in calculating public safety service units and impact fees are the "calls-for-service" approach and the "functional population" approach. This update continues to use the "functional population" approach to calculate and assess the fire and police system development fees. This approach is a generally-accepted methodology for these impact fee types and is based on the observation that demand for public safety facilities tends to be proportional to the presence of people at a particular site.

Functional population is analogous to the concept of "full-time equivalent" employees. It represents the number of "full-time equivalent" people present at the site of a land use, and it is used for the purpose of determining the impact of a particular development on the need for facilities. For residential development, functional population is simply average household size times the percent of time people spend at home. For nonresidential development, functional population is based on a formula that factors in trip generation rates, average vehicle occupancy, employee density and average number of hours spent by employees and visitors at a land use.

Residential Functional Population

In 2018, the U.S. Bureau of Labor Statistics interviewed one person each from 9,600 randomly-selected households to determine how people spent their time during a recent day. Survey respondents were limited to persons aged 15 or older in the civilian population. The survey determined the average number of hours spent on various types of activities. While it did not itemize where the activities occurred, reasonable assumptions have been made about which activities were more likely to take place at the place of residence or away from home. The results are summarized in Table 116

Table 116. Time Usage Survey Data

Primary Activity	Hours per Day	At Home	Away
Sleeping (including naps, spells of sleeplessness)	8.82	8.82	–
Personal care activities (other than sleeping)	0.76	0.76	–
Eating and drinking*	1.19	0.89	0.30
Household activities	1.78	1.78	–
Purchasing goods and services	0.72	–	0.72
Caring for and helping household members	0.51	0.51	–
Caring for and helping non-household members	0.21	–	0.21
Working and work-related activities	3.57	–	3.57
Educational activities	0.46	–	0.46
Organizational, civic and religious activities	0.30	–	0.30
Watching television	2.84	2.84	–
Other leisure and sports	2.43	–	2.43
Telephone, mail and email	0.15	0.15	–
Other activities	0.26	0.26	–
Total Hours	24.00	16.01	7.99
Percent of Time	100%	67%	33%

* assumes 3/4 of meals eaten at home

Source: U.S. Dept. of Labor, Bureau of Labor Statistics, *American Time Use Survey - 2018 Results*, June 19, 2019 release, survey of U.S. civilians 15 years of age or older.

Determining residential functional population multipliers is considerably simpler than the nonresidential component. As shown in the table above, it is estimated that people spend an average of 16 hours, or 67 percent, of each 24-hour day at their place of residence and the other 33 percent away from home. The functional population per unit for residential uses is shown in Table 117.

Table 117. Functional Population per Unit for Residential Uses

Housing Type	Unit	Average HH Size	Occupancy Factor	Func. Pop. per Unit
Single-Family	Dwelling	2.82	0.67	1.89
Multi-Family	Dwelling	2.38	0.67	1.59

Source: Average household size from Table 8; occupancy factor from Table 116.

Nonresidential Functional Population

The functional population methodology for nonresidential land uses is based on trip generation data utilized in developing the transportation demand schedule prepared for the updated arterial street system development fees. Functional population per 1,000 square feet is derived by dividing the total number of hours spent by employees and visitors during a weekday by 24 hours. Employees are estimated to spend 8 hours per day at their place of employment, and visitors are estimated to spend one hour per visit. The formula used to derive the nonresidential functional population estimates is summarized in Figure 9 below.

Figure 9. Nonresidential Functional Population Formula

FUNCPOP/UNIT = (employee hours/1000 sf + visitor hours/1000 sf) ÷ 24 hours/day

Where:

Employee hours/1000 sf = employees/1000 sf x 8 hours/day

Visitor hours/1000 sf = visitors/1000 sf x 1 hour/visit

Visitors/1000 sf = weekday ADT/1000 sf x avg. vehicle occupancy – employees/1000 sf

Weekday ADT/1000 sf = one-way avg. daily trips (total trip ends ÷ 2)

Using this formula and information on trip generation rates, vehicle occupancy rates from the National Household Travel Survey and other sources and assumptions, nonresidential functional population estimates per 1,000 square feet of gross floor area are calculated in Table 118 on the following page.

Table 118. Functional Population per Unit for Nonresidential Uses

Land Use	Unit	Trip Rate	Persons/ Trip	Employee/ Unit	Visitors/ Unit	Func. Pop./ Unit
Retail/Commercial	1,000 sq. ft.	18.50	1.90	1.78	33.37	1.98
Office	1,000 sq. ft.	5.42	1.81	2.18	7.63	1.04
Industrial/Warehouse	1,000 sq. ft.	1.27	1.30	1.38	0.27	0.47
Public/Institutional	1,000 sq. ft.	3.37	2.54	2.18	6.38	0.99

Source: Trip rates are one-half of daily trip ends on a weekday from Institute of Transportation Engineers, *Trip Generation Manual*, 11th edition, 2021 (retail/commercial based on shopping center, office based on general office, industrial/ warehouse based on average for industrial park and warehousing, public/institutional based on nursing home); persons/trip is average vehicle occupancy from Federal Highway Administration, *National Household Travel Survey*, 2017 by trip purpose (retail is shopping, office is medical/dental, industrial/warehouse is to-from work, public is school/church; employees/unit from Table 11; visitors/unit is trips times persons/trip minus employees/unit; functional population/unit calculated based on formula in Figure 9.

APPENDIX C: FINANCIAL DATA

This appendix provides financial data on the City's system development fees. SDF collections by fund over the last four fiscal years are summarized in Table 119. Revenues have tended to decline over this period, particularly in the last year.

Table 119. System Development Fee Revenue, FY 2019-2022

SDF Fund	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22
Parks Northwest	$144,070	$64,505	$983	$0
Park Northeast	$1,277,898	$110,295	$84,435	$205,150
Park Southeast	$1,422,474	$1,860,397	$2,198,381	$1,214,291
Parks Subtotal	$2,844,442	$2,035,197	$2,283,799	$1,419,441
Arterial Streets	$4,819,431	$5,576,240	$4,882,337	$2,701,703
Library	$59,783	$81,111	$85,542	$83,172
Public Bldgs	$163,724	$237,020	$193,846	$196,851
Police	$463,376	$290,713	$224,665	$225,311
Fire	$672,922	$510,692	$394,103	$404,554
Total Non-Utility Fees	$9,023,678	$8,730,973	$8,064,292	$5,031,032
Water	$6,527,184	$5,410,398	$5,160,606	$4,239,339
Reclaimed Water	$990,677	$1,358,289	$1,272,946	$1,144,679
Wastewater	$6,451,071	$5,829,836	$5,873,312	$5,144,713
Total Utility Fees	$13,968,932	$12,598,523	$12,306,864	$10,528,731
All SDF Funds	$22,992,610	$21,329,496	$20,371,156	$15,559,763

Source: City of Chandler Management Services Department, February 6, 2023.

Table 120 below summarizes financial data as of June 30, 2022 for the system development fee accounts, including fund balances, outstanding obligations to repay debt/interfund loans, and encumbrances/carry-forward costs associated with construction projects that are underway.

Table 120. Summary of Fund Balances and Obligations

	Fund Balance*	Outstanding Debt	Encumb./ Carry-Fwd
NW Parks Fund 425	$2,825,224	$2,825,224	$0
NE Parks Fund 426	$6,424,043	$5,853,189	$2,078,184
SE Parks Fund 427	$21,984,807	$0	$715,925
Parks Subtotal	$31,234,074	$8,678,413	$2,794,109
Arterial Streets Fund 415	$61,725,679	$34,530,036	$23,417,040
Library Fund 431	$5,067	$13,000	$0
Public Building Fund 440	$153,003	$1,764,427	$0
Police Fund 465	$257,453	$2,008,425	$0
Fire Fund 475	$239,385	$3,588,007	$0
Water Fund 603	$12,088,518	$113,317,614	$3,081,634
Reclaimed Water Fund 610	$2,614,726	$24,370,725	$1,075,677
Wastewater Fund 614	$18,424,602	$140,924,609	$0
Total	$126,742,507	$329,195,256	$30,368,460

* SE fund balance includes the $2,866,162 fund balance for the pre-SB 1525 city-wide parks fund 424

Source: Fund balances from City of Chandler Management Services Department, *Annual System Development Fee Report for Fiscal Year Ending June 30, 2022*; outstanding obligations as of June 30, 2022 for interfund loans/bond debt from Table 121 and for encumbrances/carry-forwards from Table 122.

Interfund loans to the system development fee accounts represent money advanced by the general fund, general obligation bond funds, or the water or wastewater operating or bond funds to fund certain fee-eligible projects when sufficient system development fee funds had not been accumulated. These interfund loans need to be repaid with either current system development fee cash balances or future fee revenues. The cost to repay these loans is appropriately included in calculating the ten-year and buildout costs per service unit. Details on the original and outstanding debt/interfund loans are provided in Table 121.

The pledged park debt is a city-wide obligation made in 2007, when the City had a single city-wide park service area. In this update it has been allocated to be partially paid by the current fund balance in the Northwest park service area (that area has little residential development potential, and the fee is to be eliminated), with the remainder to become an obligation of the Northeast service area, which has the most remaining development of all the service areas but no need for additional parks.

Table 121. Outstanding Pledged Debt/Interfund Loans

Fund Recipient	Year(s) of Loan	Loan From	Orig. Loan	Outstanding
Arterial Streets SDF Fund 415	FY 2009	Gen. Fund-Bonds	$37,756,132	$34,530,036
Parks, Northwest Fund 425	n/a	Gen. Fund-Bonds	n/a	$2,825,224
Parks, Northeast Fund 426	n/a	Gen. Fund-Bonds	n/a	$5,853,189
Parks, Southeast Fund 427	n/a	Gen. Fund-Bonds	n/a	$0
Parks SDF Fund 424*	FY 2007	Gen. Fund-Bonds	$17,865,000	$8,678,413
Library SDF Fund 431	FY 2011	Gen. Fund-Bonds	$1,290,000	$13,000
Public Building SDF Fund 440	FY 2010	General Fund	$4,204,427	$1,764,427
Fire SDF Fund 475	FY 2006/10	General Fund	$3,588,007	$3,588,007
Police SDF Fund 465	FY 2006/07	General Fund	$6,158,425	$2,008,425
Water SDF Fund 603	FY 2008	Water Operating	$15,929,877	$15,929,877
Water SDF Fund 603	FY 2007/09/14/20	Water Bonds	$97,387,737	$97,387,737
Total, Water SDF Fund 603			$113,317,614	$113,317,614
Wastewater SDF Fund 614	FY 2009/14/16	Wastewater Bonds	$140,924,609	$140,924,609
Reclaimed Water SDF Fund 610	FY 2007	Wastewater SDF	$7,700,000	$7,700,000
Reclaimed Water SDF Fund 610	FY 2009	Wastewater Bonds	$16,670,725	$16,670,725
Total, Reclaimed Water SDF Fund			$24,370,725	$24,370,725
Grand Total			$349,474,940	$329,195,256

* pledged debt obligation incurred by the pre-SB 1525 city-wide parks fund allocated to NW park fund in an amount equal to the current fund balance, with remainder allocated to NE park fund

Source: City of Chandler Management Services Department, February 6, 2023 (outstanding as of June 30, 2022).

In addition to debt/interfund loans, another future cost to be paid from system development fees are the costs of encumbrances and capital carry-forward balances, which represents unpaid costs of improvements currently underway for fee-eligible improvements. These costs are appropriately included in calculating the ten-year and buildout costs per service. Table 122 on the following page provides details on current projects and associated encumbrances and carry-forward amounts.

Table 122. Encumbrances and Carry-Forwards

Improvement Project	Encumbrances	Carry-Forwards	Total
Cooper - Queen Creek to Riggs	$596,093	$472	$596,565
Alma School Rd - Pecos to Germman	$235,783	$296,973	$532,756
Lindsay Rd - Ocotillo to Hunt Hwy	$270,996	$1,751,085	$2,022,081
Chandler Hts - McQueen to Val Vista	$14,609,791	$1,273,570	$15,883,361
Ocotillo Rd -Cooper to 148th St	$4,087,077	$295,200	$4,382,277
Total, Arterial Streets	$19,799,740	$3,617,300	$23,417,040
Homestead North Park Site	$2,073,187	$4,997	$2,078,184
Total, Parks Northeast Service Area	$2,073,187	$4,997	$2,078,184
Lantana Ranch Park Site	$0	$7,697	$7,697
Lantana Ranch Park Site	$0	$708,228	$708,228
Total, Parks Southeast Service Area	$0	$715,925	$715,925
Well Construction	$1,309,708	$1,771,926	$3,081,634
Total, Water	$1,309,708	$1,771,926	$3,081,634
Effluent Reuse-Storage and Recovery Wells	$770,585	$63,262	$833,847
Effluent Reuse-Transmission Mains	$42,281	$199,549	$241,830
Total, Reclaimed Water	$812,866	$262,811	$1,075,677
Grand Total	$23,995,501	$6,372,959	$30,368,460

Source: City of Chandler Management Services Department, February 6, 2023 (outstanding as of June 30, 2022).

The cost of studies to update the fees every five years, as required by SB 1525, is a cost that is attributable entirely to new development. The future update costs are based on the actual cost of the current update. Given SB 1525's requirement that the fees be updated at least every five years, a minimum of two updates will be required over the next ten years. While the timing of buildout is uncertain, it is projected to be at about 97% of buildout population by 2040, indicating a need for four update studies by buildout. The update study costs by fee type are summarized in Table 123.

Table 123. Study Update Costs

Fee Type	Current Study Cost	Cost of 2 Studies, 2022-2032	Cost of 4 Studies, 2022-Buildout
Arterial Streets	$32,950	$65,900	$131,800
Parks	$16,475	$32,950	$65,900
Fire	$16,475	$32,950	$65,900
Police	$16,475	$32,950	$65,900
Water	$16,475	$32,950	$65,900
Wastewater	$16,475	$32,950	$65,900
Reclaimed Water	$16,475	$32,950	$65,900
Total	$131,800	$263,600	$527,200

Source: Current study cost is consultant cost for this update, allocated evenly among fee types; cost of the two studies required over the next ten years is twice the current study cost; cost of four studies needed 2022-buildout is four times study cost.

The biennial audits used by the City to meet the requirements of SB 1525 are a cost that is attributable entirely to new development. The future audit costs are based on the cost of the most recent audit. Given SB 1525's requirement that the audit take place every two years, five audits will be required over the next ten years. While the timing of buildout is uncertain, it is projected to be at about 97% of buildout population by 2040, indicating a need for four additional audits by buildout. The biennial audit costs by fee type are summarized in Table 124.

Table 124. Biennial Audit Costs

Fee Type	Biennial Audit Cost	Cost of 5 Audits, 2022-2032	Cost of 9 Audits, 2022-Buildout
Arterial Streets	$2,000	$10,000	$18,000
Parks	$2,000	$10,000	$18,000
Fire	$2,000	$10,000	$18,000
Police	$2,000	$10,000	$18,000
Water	$2,000	$10,000	$18,000
Wastewater	$2,000	$10,000	$18,000
Reclaimed Water	$2,000	$10,000	$18,000
Total	$14,000	$70,000	$126,000

Source: Most recent total biennial audit cost from City of Chandler, allocated evenly among fee types; cost of the five audits required over the next ten years is five times the current audit cost; cost of nine audits needed 2022-buildout is nine times study cost.

APPENDIX D: REVENUE FORECAST

SB 1525 requires that the infrastructure improvements plan include (A.R.S. Sec. 9-463.05.E.7):

> *A forecast of revenues generated by new service units other than development fees, which shall include estimated state-shared revenue, highway users revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved land use assumptions, and a plan to include these contributions in determining the extent of the burden imposed by the development as required in subsection B, paragraph 12 of this section.*

The maximum revenues from these sources that may be attributed to new development over the next ten years are summarized in Table 126 on the following page. In general, the forecasts are based on the total of new revenue projected to be received, some of which is growth-related and the remainder of which is due to inflation, increases from existing development or increases in cost recovery fees. However, with the City's practice of using ongoing revenues for ongoing expenditures, most of this revenue will be used for ongoing operations and maintenance purposes. None of the City's General Fund or Highway User Revenue Funds are used for growth-related capital improvements, other than as loans. Only revenue generated by new development that is dedicated to growth-related capital improvements needs to be considered in determining the extent of the burden imposed by new development. As discussed in greater detail in the Legal Framework section, offsets against impact fees are warranted in the following cases: (1) new development will be paying taxes or fees used to retire debt on existing facilities serving existing development; (2) new development will be paying taxes or fees used to fund an existing deficiency, or (3) new development will be paying taxes or fees that are dedicated to being used for growth-related improvements.

In this study, offsets against the fees have been accounted for in the following manner:

(1) **Outstanding debt**. Only "eligible" debt for past capacity-expanding improvements that are currently authorized to be funded with impact fees needs to be considered. For all the facility types, the eligible debt is attributable to existing excess capacity available for future development. Consequently, the amount of outstanding eligible debt principal has been excluded from the calculation of the existing level of service, and has been included in the calculation of ten-year and buildout costs per service unit.

(2) **Existing deficiencies**. Impact fees are typically calculated based on a system-wide analysis. Consequently, existing deficiencies from an impact fee perspective are different from those that might be identified using a facility-specific standard. For example, road impact fees are based on ratio of capacity to demand in the major road system as a whole, rather than on levels of congestion on individual road segments. As long as a road fee is not based on the cost to ensure that every road segment functions at a desired level of service, individual road segments can be currently deficient with respect to that standard without constituting existing deficiencies from an impact fee perspective. In this study, the existing level of service is calculated as the replacement cost per service unit of existing, fully-paid for facilities serving existing development. The updated fees are, in every case, based on a cost per service unit that is lower than the existing level of service. Consequently, the requirement of SB 1525 that fees be based on the existing level of service has been met, and there are no existing deficiencies that need to be addressed.

(3) **Dedicated future funding.** The only dedicated source of revenue for capital funding of growth-related capacity improvements that has been identified in this study is Federal/State and regional transportation funds that are programmed for capacity-expanding arterial street improvements in Chandler over the next ten years. This has been addressed by excluding that anticipated funding from the calculation of the cost per service unit on which the updated arterial street fees are based (see Arterial Streets section).

Table 125. Total Revenue Forecast

Description	2022/2023	2023/2024	2024/2025	2025/2026	2026/2027
Construction Contracting TPT	$27,500,000	$22,000,000	$14,658,129	$15,100,000	$15,550,000
Other Transaction/Privilege Tax	$172,950,000	$172,950,000	$144,858,803	$149,210,000	$153,690,000
Franchise Fees	$3,630,000	$3,471,000	$3,506,500	$3,542,800	$3,579,800
State Shared Sales Tax	$39,000,000	$28,500,000	$29,925,000	$30,830,000	$31,760,000
Vehicle License Tax	$13,500,000	$10,800,000	$11,016,000	$11,236,400	$11,470,000
Urban Revenue Sharing	$52,000,000	$39,000,000	$41,340,000	$42,590,000	$43,870,000
Smart and Safe - Prop 207	$1,100,000	$1,100,000	$1,155,000	$1,212,800	$1,237,100
Primary Property Tax	$8,663,078	$8,681,611	$9,028,900	$9,400,000	$9,690,000
Total	$318,343,078	$286,502,611	$255,488,332	$263,122,000	$270,846,900

Description	2027/2028	2028/2029	2029/2030	2030/2031	2031/2032	Total
Construction Contracting TPT	$16,330,000	$16,330,000	$16,820,000	$17,330,000	$17,850,000	$179,468,129
Other Transaction/Privilege Tax	$161,380,000	$161,380,000	$161,380,000	$166,230,000	$171,220,000	$1,615,248,803
Franchise Fees	$3,617,600	$3,656,100	$3,695,400	$3,735,500	$3,776,400	$36,211,100
State Shared Sales Tax	$32,720,000	$33,710,000	$34,730,000	$35,780,000	$36,860,000	$333,815,000
Vehicle License Tax	$11,700,000	$11,940,000	$12,180,000	$12,430,000	$12,680,000	$118,952,400
Urban Revenue Sharing	$45,190,000	$46,550,000	$47,950,000	$49,390,000	$50,880,000	$458,760,000
Smart and Safe - Prop 207	$1,261,900	$1,287,200	$1,313,000	$1,339,300	$1,366,100	$12,372,400
Primary Property Tax	$9,890,000	$10,090,000	$10,300,000	$10,510,000	$10,730,000	$96,983,589
Total	$282,089,500	$284,943,300	$288,368,400	$296,744,800	$305,362,500	$2,851,811,421

Source: City of Chandler Management Services Department, July 7, 2023.

Table 126. Revenue Attributable to New Development

Description	Growth %	2022/2023	2023/2024	2024/2025	2025/2026	2026/2027
Construction Contracting TPT	50.0%	$13,750,000	$11,000,000	$7,329,065	$7,550,000	$7,775,000
Other Transaction/Privilege Tax	1.0%	$1,729,500	$1,729,500	$1,448,588	$1,492,100	$1,536,900
Franchise Fees	1.0%	$36,300	$34,710	$35,065	$35,428	$35,798
State Shared Sales Tax	1.0%	$390,000	$285,000	$299,250	$308,300	$317,600
Vehicle License Tax	1.0%	$135,000	$108,000	$110,160	$112,364	$114,700
Urban Revenue Sharing	1.0%	$520,000	$390,000	$413,400	$425,900	$438,700
Smart and Safe - Prop 207	1.0%	$11,000	$11,000	$11,550	$12,128	$12,371
Primary Property Tax	1.0%	$86,631	$86,816	$90,289	$94,000	$96,900
Total		$16,658,431	$13,645,026	$9,737,367	$10,030,220	$10,327,969

Description	2027/2028	2028/2029	2029/2030	2030/2031	2031/2032	Total
Construction Contracting TPT	$8,165,000	$8,165,000	$8,410,000	$8,665,000	$8,925,000	$89,734,065
Other Transaction Privilege Tax	$1,613,800	$1,613,800	$1,613,800	$1,662,300	$1,712,200	$16,152,488
Franchise Fees	$36,176	$36,561	$36,954	$37,355	$37,764	$362,111
State Shared Sales Tax	$327,200	$337,100	$347,300	$357,800	$368,600	$3,338,150
Vehicle License Tax	$117,000	$119,400	$121,800	$124,300	$126,800	$1,189,524
Urban Revenue Sharing	$451,900	$465,500	$479,500	$493,900	$508,800	$4,587,600
Smart and Safe - Prop 207	$12,619	$12,872	$13,130	$13,393	$13,661	$123,724
Primary Property Tax	$98,900	$100,900	$103,000	$105,100	$107,300	$969,836
Total	$10,822,595	$10,851,133	$11,125,484	$11,459,148	$11,800,125	$116,457,498

Source: Total revenue from Table 125 times growth percent; 50% of construction contracting TPT attributed to new development (rest is remodeling) per City; all other revenues attributed to new development based on the average of compounded annual growth rates in population and nonresidential sq. ft. from 2022-2032 derived from Table 7 and Table 10 in the Land Use Assumptions section.

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. MS 24-047

Date: January 11, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
From: Matthew Dunbar, Budget and Policy Assistant Director
Subject: Adopt Notice of Intention to Modify Certain System Development Fees and Set the Date for a Public Hearing on February 22, 2024

Proposed Motion:

Move to adopt the Notice of Intention to Modify Certain System Development Fees, and set the date for a Public Hearing on February 22, 2024.

Background/Discussion

In order to continue to comply with Arizona Revised Statute 9-463.05 regarding system development fees, the City hired a consultant to update its Land Use Assumptions (LUA) and Infrastructure Improvements Plan (IIP), previously adopted by City Council in 2018. The City conducted extensive outreach to the development community regarding the study's findings and proposed fee amounts. The LUA and IIP were then discussed at a City Council Work Session on December 4, 2023. A Public Hearing on the LUA and IIP was conducted at the December 7, 2023, Council Meeting, with Council adoption of the LUA and IIP scheduled for the January 11, 2024, Council agenda.

The next step in the statutorily mandated process requires City Council to consider the proposed changes to system development fees based on the updated LUA and IIP and to conduct a Public Hearing no sooner than 30 days after publication of a Notice of Intention to modify said fees. The Public Hearing is planned for the Council meeting of Thursday, February 22, 2024.

Once adopted by Council, the Notice of Intention to Modify Certain System Development Fees will be posted on the City’s website and published in the

Arizona Republic newspaper. An email will be sent to contacts in the development community to update them on the project timeline. In addition, social media and other electronic media will be used to notify the public of the Public Hearing.

Financial Implications

The City currently has eight System Development Fee (SDF) categories. Each of the categories has been evaluated in the consultant's report based on the updated LUA and IIP. In the final analysis, most fees are a mix of increases and decreases, with Retail being the only development segment to be reduced. A summary of the change is shown below. More detail is provided in the attached consultant's report.

Fee Category	Single Family	Multi-Family	Retail	Office	Industrial	Institutional
Arterial Streets	-2%	-6%	-23%	+32%	-10%	+104%
Parks*	-100% to +124%	-100% to +155%	Fee only applies to Residential Development			
Fire	+41%	+61%	+47%	-16%	+93%	+168%
Police	-42%	-34%	-40%	-63%	-10%	+30%
Public Buildings	No Change					
Water	-28%	-36%	-28% to +2% (based on meter size)			
Wastewater	+49%	+31%	+49% to +84% (based on meter size)			
Reclaimed Water	+31%	+15%	+31% to +84% (based on meter size)			
Total	**+9 to +28%**	**+1% to +36%**	**-16%**	**+26%**	**+1%**	**+70%**

*Amount varies depending upon the Parks Service Areas in which the development is constructed.

Attachments

Notice of Intention to Amend System Development Fees

Chandler SDF LUA IIP Draft Report

City of Chandler, Arizona
System Development Fee Update:

2022-2032 Land Use Assumptions and Infrastructure Improvements Plan

duncan associates

September 2023

Public Review Draft

Prepared by
Duncan Associates

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EXECUTIVE SUMMARY

Impact fees are charges assessed on new development to cover the costs of capital improvements needed to accommodate growth. The City of Chandler calls its impact fees "system development fees," or SDFs. Duncan Associates has been retained by the City of Chandler to update the City's system development fees in compliance with the five-year update requirement of the Arizona development impact fee enabling act. This report provides all the analysis required prior to the adoption of updated impact fees, including land use assumptions, infrastructure improvements plans and fee calculations.

History of System Development Fees

In 2011, the legislature passed SB 1525, which was signed by the governor on April 26, 2011. SB 1525 constituted a major overhaul of Arizona's impact fee enabling act for municipalities. The City updated its system development fees in compliance with the statute based on studies completed in 2014 and 2018.[1]

Major changes were made in the 2014 study to comply with the new State enabling act and to make the fees as defensible as possible. The 2014 study added a ten-year cost analysis, and the fees were based on the lowest of the existing, ten-year or buildout cost per service unit. The addition of the ten-year analysis was intended to ensure compliance with SB 1525's requirement that the infrastructure improvements plan may not cover a period longer than ten years. The arterial street methodology was modified to take into account pass-by trips and average trip lengths. For the utility fees, an existing cost per service unit calculation was also added, as required by SB 1525. Finally, the 2014 update merged the separate water resources fee with the water fee, and the separate wastewater treatment and trunkline fees were combined.

The City has pledged public building system development fees for the repayment of bonds and interfund loans. The public building fees are no longer authorized except to repay pledged debt. Consequently, an updated infrastructure improvements plan is not prepared for public buildings. The City can retain its current public building system development fees and use them to repay pledged debt until the remaining obligations have been retired.

The 2018 update made two changes to the arterial street fee. The updated arterial street fees no longer included a pass-through adjustment, which was determined not to be necessary. In addition, a portion of the downtown area was removed from the arterial street service area. This change to the service area recognized that this area has paid for arterial street improvements through public improvement districts, and was also intended to encourage development in the affected area.

[1] Duncan Associates, *City of Chandler System Development Fee Update*, January 2014 and August 2018.

The City plans to cease collection of library impact fees by the end of September, 2023, after determining that the current fund balance is sufficient to pay all outstanding obligations and anticipated required expenditures. For this reason, library fees are not included in this update.

Summary of Findings

The updated non-utility system development fees are summarized in top section of Table 1, followed by current fees and percentage changes. It is not possible to show a single total updated non-utility fee for residential uses, because the park fees differ between three service areas. Also note that the arterial street fees apply only in the arterial street service area (see Figure 3) – total current and updated fees would be lower outside this area. Total updated non-utility fees are lower for most land use types in most areas of the city. The City will cease collecting park fees in the Northwest park service area, which has almost no remaining residential development potential.

Table 1. Updated and Current Non-Utility Fees

		Arterial	Parks by Serv. Area					Public	Total Fees by Park Area		
Land Use	Unit	Streets*	NW	NE	SE	Fire	Police	Bldgs.	NW	NE	SE
Updated Fees											
Single-Family**	Dwelling	$3,792	$0	$129	$5,242	$308	$74	$110	$4,284	$4,413	$9,526
Multi-Family**	Dwelling	$2,059	$0	$109	$4,424	$259	$62	$79	$2,459	$2,568	$6,883
Retail/Comm.	sq. ft.	$3.894				$0.323	$0.078	$0.120	$4.415	$4.415	$4.415
Office	sq. ft.	$5.347				$0.169	$0.041	$0.080	$5.637	$5.637	$5.637
Industrial/Whse.	sq. ft.	$1.050				$0.077	$0.018	$0.020	$1.165	$1.165	$1.165
Public/Institutional.	sq. ft.	$1.976				$0.161	$0.039	$0.030	$2.206	$2.206	$2.206
Current Fees											
Single-Family**	Dwelling	$3,869	$983	$237	$2,338	$218	$127	$110	$5,307	$4,561	$6,662
Multi-Family**	Dwelling	$2,190	$729	$176	$1,735	$161	$94	$79	$3,253	$2,700	$4,259
Retail/Comm.	sq. ft.	$5.040				$0.220	$0.130	$0.120	$5.510	$5.510	$5.510
Office	sq. ft.	$4.040				$0.200	$0.110	$0.080	$4.430	$4.430	$4.430
Industrial/Whse.	sq. ft.	$1.170				$0.040	$0.020	$0.020	$1.250	$1.250	$1.250
Public/Institutional.	sq. ft.	$0.970				$0.060	$0.030	$0.030	$1.090	$1.090	$1.090
Percent Change											
Single-Family	Dwelling	-2%	-100%	-46%	124%	41%	-42%	0%	-19%	-3%	43%
Multi-Family	Dwelling	-6%	-100%	-38%	155%	61%	-34%	0%	-24%	-5%	62%
Retail/Comm.	sq. ft.	-23%				47%	-40%	0%	-20%	-20%	-20%
Office	sq. ft.	32%				-16%	-63%	0%	27%	27%	27%
Industrial/Whse.	sq. ft.	-10%				93%	-10%	0%	-7%	-7%	-7%
Public/Institutional.	sq. ft.	104%				168%	30%	0%	102%	102%	102%

* arterial streets fee applies only in arterial street service area (see Figure 3), and totals only apply to the arterial streets service area

** single-family defined as a dwelling unit with an individual water meter, multi-family as sharing a meter with other units

Source: Updated fees from Table 23 (streets), Table 40 (parks), Table 52 (fire), and Table 61 (police); updated public building fees are unchanged from current fees; current fees from City of Chandler, System Development Fee Schedule.

The updated utility system development fees are summarized in Table 2 below, along with a comparison to current fees. The combined updated utility fees are 16% higher than current fees for most customer types.

Table 2. Updated and Current Utility Fees

Housing or Meter Type	Water	Waste-Water	Reclaimed Water	Total
Updated Fees				
Single-Family Unit	$2,460	$5,989	$1,094	$9,543
Multi-Family Unit	$822	$2,539	$464	$3,825
3/4" Disc	$3,690	$8,984	$1,641	$14,315
1" Disc	$6,150	$14,973	$2,735	$23,858
1 1/2" Disc	$12,300	$29,945	$5,470	$47,715
2" Disc/Turbine	$19,680	$47,912	$8,752	$76,344
3" Compound	$55,350	$134,753	$24,615	$214,718
4" Compound	$61,500	$149,725	$27,350	$238,575
6" Compound	$123,000	$299,450	$54,700	$477,150
8" Compound	$196,800	$479,120	$87,520	$763,440
3" Turbine	$43,050	$104,808	$19,145	$167,003
4" Turbine	$73,800	$179,670	$32,820	$286,290
6" Turbine	$153,750	$374,313	$68,375	$596,438
8" Turbine	$221,400	$539,010	$98,460	$858,870
Current Fees				
Single-Family Unit	$3,397	$4,024	$837	$8,258
Multi-Family Unit	$1,281	$1,940	$403	$3,624
3/4" Disc	$5,096	$6,036	$1,256	$12,388
1" Disc	$8,493	$10,060	$2,093	$20,646
1 1/2" Disc	$16,985	$20,120	$4,185	$41,290
2" Disc/Turbine	$27,176	$32,192	$6,696	$66,064
3" Compound	$54,352	$64,384	$13,392	$132,128
4" Compound	$84,925	$100,600	$20,925	$206,450
6" Compound	$169,850	$201,200	$41,850	$412,900
8" Compound	$271,760	$321,920	$66,960	$660,640
3" Turbine	$59,448	$70,420	$14,648	$144,516
4" Turbine	$101,910	$120,720	$25,110	$247,740
6" Turbine	$212,313	$251,500	$52,313	$516,126
8" Turbine	$305,730	$362,160	$75,330	$743,220
Percent Change				
Single-Family Unit	-28%	49%	31%	16%
Multi-Family Unit	-36%	31%	15%	6%
3/4" Disc	-28%	49%	31%	16%
1" Disc	-28%	49%	31%	16%
1 1/2" Disc	-28%	49%	31%	16%
2" Disc/Turbine	-28%	49%	31%	16%
3" Compound	2%	109%	84%	63%
4" Compound	-28%	49%	31%	16%
6" Compound	-28%	49%	31%	16%
8" Compound	-28%	49%	31%	16%
3" Turbine	-28%	49%	31%	16%
4" Turbine	-28%	49%	31%	16%
6" Turbine	-28%	49%	31%	16%
8" Turbine	-28%	49%	31%	16%

Note: For meters larger than 8", the fee is calculated by multiplying the safe maximum operating capacity of the meter in gallons per minute (gpm) by the fee for a 1" meter, and dividing the result by 20 gpm.
Source: Updated fees from Table 84 (water), Table 99 (wastewater) and Table 110 (reclaimed water); current fees from *System Development Fee Schedule* on City's website, December 15 2021.

Total (utility plus non-utility) system development fees can only be shown for residential uses, because nonresidential utility fees are assessed based on meter size. Updated system development fees per single-family unit are compared to current fees in Table 3. Changes in total fees per single-family unit range from increases of 2% to 28%, depending on the area.

Table 3. Updated and Current Single-Family Fees

	Updated Fees		Current Fees		Percent Change	
Fee Type	Art. Streets Serv. Area	Rest of City	Art. Streets Serv. Area	Rest of City	Art. Streets Serv. Area	Rest of City
Arterial Streets	$3,792	$0	$3,869	$0	-2%	n/a
Parks, NW Service Area	$0	$0	$983	$983	-100%	-100%
Parks, NE Service Area	$129	$129	$237	$237	-46%	-46%
Parks, SE Service Area	$5,242	n/a	$2,338	n/a	124%	n/a
Fire	$308	$308	$218	$218	41%	41%
Police	$74	$74	$127	$127	-42%	-42%
Public Building	$110	$110	$110	$110	0%	0%
Water	$2,460	$2,460	$3,397	$3,397	-28%	-28%
Wastewater	$5,989	$5,989	$4,024	$4,024	49%	49%
Reclaimed Water	$1,094	$1,094	$837	$837	31%	31%
Total, Parks NW Area	$13,827	$10,035	$13,565	$9,696	2%	3%
Total, Parks NE Area	$13,956	$10,164	$12,819	$8,950	9%	14%
Total, Parks SE Area	$19,069	$10,035	$14,920	$8,713	28%	15%

Source: Table 1 and Table 2 ("na" indicates not applicable – all of the southeast parks service area is within the arterial streets service area).

While fee changes differ by facility type, land use and area, the overall system development fee revenue over the next ten years, based on the land use assumptions, will be slightly higher than under current fees, as shown in Table 4 below.

Table 4. Updated and Current Fee Revenue, 2022-2032

Fee Type	Current Fees	Updated Fees	Percent Change
Non-Utility Fees			
Parks, NW Service Area	$30,473	$0	-100%
Parks, NE Service Area	$1,227,186	$667,962	-46%
Parks, SE Service Area	$2,943,542	$6,599,678	124%
Parks Subtotal	$4,201,201	$7,267,640	73%
Arterial Streets	$25,721,112	$25,209,216	-2%
Fire	$2,399,526	$3,390,156	41%
Police	$1,397,889	$814,518	-42%
Public Building	$1,210,770	$1,210,770	0%
Subtotal, Non-Utility Fees	$34,930,498	$37,892,300	8%
Utility Fees			
Water	$80,084,275	$57,994,500	-28%
Wastewater	$46,605,968	$69,364,598	49%
Reclaimed Water	$9,694,134	$12,670,708	31%
Subtotal, Utility Fees	$136,384,377	$140,029,806	3%
Grand Total	$171,314,875	$177,922,106	4%

Source: Fee revenue is current and updated single-family fee from Table 1 and Table 2 times new 2022-2032 EDUs from Table 13 (streets), Table 29 (parks), Table 45 (fire and police), Table 70 (water) and Table 90 (wastewater and reclaimed water); public building revenue from Table 66.

None of the updated fees are based on the existing level of service, because those fees would generate more revenue than the lowest plan-based fee. Consequently, the fees are based on the lower fees calculated using the plan-based methodology (total capital cost over the next ten years or to buildout, whichever is lowest, divided by new service units projected over the same time period). Types of capital costs to be recovered include new improvements, encumbered costs for ongoing projects, pledged debt or interfund loans, the cost of required SDF study updates, and the cost of biennial impact fee audits. Available revenue is the sum of current fund balance and projected revenue based on the updated fee and the growth projections in the Land Use Assumptions. The results are summarized on Table 5.

Arterial street and fire impact fees are based on the ten-year needs, because additional projects beyond ten years would result in a higher buildout cost per service unit. The grandfathered public building fees should cover most of its pledged debt within the next ten years.

The park fees for the northwest service areas are no longer needed, as the fund balance is sufficient to repay all capital obligations. The updated park fees for the other two park service area, as well as the police and utility fees, are based on buildout capital needs, because the buildout cost per service unit is less than both the existing level of service and the ten-year cost per service unit. The updated fees for these facilities will generate less revenue in the next ten years than ten-year capital needs, but enough revenue to fully fund buildout capital needs.

Table 5. Capital Needs and Fee Revenue, 10-Year and Buildout

Fee Type	10-Year Needs*	10-Year Revenue	% of Needs	Buildout Needs*	Buildout Revenue	% of Needs
Non-Utility Fees						
Parks, NW Service Area	$0	$0	0%	$0	$0	0%
Parks, NE Service Area	$1,528,805	$667,962	44%	$1,549,280	$1,553,289	100%
Parks, SE Service Area	$8,844,323	$6,599,678	75%	$8,864,798	$8,864,222	100%
Parks Subtotal	$10,373,128	$7,267,640	70%	$10,414,078	$10,417,511	100%
Arterial Streets	$25,211,186	$25,209,216	100%	$143,204,359	$57,543,600	40%
Fire	$3,630,957	$3,629,541	100%	$20,495,407	$7,832,509	38%
Police	$2,051,375	$1,071,971	52%	$2,092,325	$2,081,775	99%
Public Building	$1,611,424	$1,210,770	75%	$1,611,424	$1,611,424	100%
Subtotal, Non-Utility Fees	$42,878,070	$38,389,138	90%	$177,817,593	$79,486,819	45%
Utility Fees						
Water	$116,442,198	$70,083,018	60%	$116,483,148	$116,495,838	100%
Wastewater	$140,967,559	$87,789,200	62%	$143,908,509	$143,906,130	100%
Reclaimed Water	$25,489,352	$15,285,434	60%	$25,530,302	$25,536,214	100%
Subtotal Utility Fees	$282,899,109	$173,157,652	61%	$285,921,959	$285,938,182	100%
All Impact Fee Types						
Grand Total	$325,777,179	$211,546,790	65%	$463,739,552	$365,425,001	79%

* "needs" is needed revenue (the cost of planned projects and obligations, less current fund balance)

Source: Table 26 (arterial streets), Table 43 (parks), Table 55 (fire), Table 64 (police), Table 65 and Table 66 (public building), Table 87 (water), Table 102 (wastewater), and Table 113 (reclaimed water).

LEGAL FRAMEWORK

Impact fees are a way for local governments to require new developments to pay a proportionate share of the infrastructure costs they impose on the community. In contrast to traditional "negotiated" developer exactions, impact fees are charges that are assessed on new development using a standard formula based on objective characteristics, such as the number and type of dwelling units constructed. The fees are one-time, up-front charges, with the payment made at the time of building permit issuance. Impact fees require each new development project to pay its pro-rata share of the cost of new capital facilities required to serve that development.

Arizona's enabling act for municipalities is codified in A.R.S. Sec. 9-463.05. In 2011, the legislature passed SB 1525, which was signed by the governor on April 26, 2011. SB 1525 constituted a major overhaul of Arizona's enabling act for municipalities. This section summarizes some of the major provisions of the current state act.

Eligible Facilities

Prior to SB 1525, municipalities could assess impact fees for any "necessary public services" (which was not defined) that constituted "costs to the municipality." SB 1525 amended the statute to limit the types of facilities for which impact fees can be assessed. Authorized facilities for which impact fees can be assessed, after January 1, 2012, are limited to the following defined "necessary public services:"

> *"Necessary public service" means any of the following facilities that have a life expectancy of three or more years and that are owned and operated by or on behalf of the municipality:*
>
> *(a) Water facilities, including the supply, transportation, treatment, purification and distribution of water, and any appurtenances for those facilities.*
>
> *(b) Wastewater facilities, including collection, interception, transportation, treatment and disposal of wastewater, and any appurtenances for those facilities.*
>
> *(c) Storm water, drainage and flood control facilities, including any appurtenances for those facilities.*
>
> *(d) Library facilities of up to ten thousand square feet that provide a direct benefit to development, not including equipment, vehicles or appurtenances.*
>
> *(e) Street facilities located in the service area, including arterial or collector streets or roads that have been designated on an officially adopted plan of the municipality, traffic signals and rights-of-way and improvements thereon.*
>
> *(f) Fire and police facilities, including all appurtenances, equipment and vehicles. Fire and police facilities do not include a facility or portion of a facility that is used to replace services that were once provided elsewhere in the municipality, vehicles and equipment used to provide administrative services, helicopters or airplanes or a facility that is used for training firefighters or officers from more than one station or substation.*

> *(g) Neighborhood parks and recreational facilities on real property up to thirty acres in area, or parks and recreational facilities larger than thirty acres if the facilities provide a direct benefit to the development. Park and recreational facilities do not include vehicles, equipment or that portion of any facility that is used for amusement parks, aquariums, aquatic centers, auditoriums, arenas, arts and cultural facilities, bandstand and orchestra facilities, bathhouses, boathouses, clubhouses, community centers greater than three thousand square feet in floor area, environmental education centers, equestrian facilities, golf course facilities, greenhouses, lakes, museums, theme parks, water reclamation or riparian areas, wetlands, zoo facilities or similar recreational facilities, but may include swimming pools.*
>
> *(h) Any facility that was financed and that meets all of the requirements prescribed in subsection* R *of this section.* (A.R.S. Sec. 9-463.05.T.7)

No longer authorized are fees for public building facilities, sanitation facilities, library buildings larger than 10,000 square feet and library books or equipment, fire and police administrative and training facilities and aircraft, parks larger than 30 acres and community centers larger than 3,000 square feet. No changes were made to authorized improvements for road, stormwater drainage, water or wastewater facilities, other than the new requirement that eligible facilities must have a life expectancy of at least three years.

Pledged Debt

Municipalities are authorized to continue to charge impact fees that were enacted prior to the January 1, 2012 effective date of SB 1525 without updating them according to the new enabling act if they were pledged to retire debt, pursuant to A.R.S. Sec. 9-463.05.R:

> *R. A municipality may continue to assess a development fee adopted before January 1, 2012 for any facility that was financed before June 1, 2011 if:*
>
> *1. Development fees were pledged to repay debt service obligations related to the construction of the facility.*
>
> *2. After August 1, 2014, any development fees collected under this subsection are used solely for the payment of principal and interest on the portion of the bonds, notes or other debt service obligations issued before June 1, 2011 to finance construction of the facility.*

The Arizona League of Cities and Towns has construed the word "pledged" to include the expressed intent to use impact fees to repay interfund loans or more formal debt instruments, such as general obligation or revenue bonds. The City has pledged fee revenue in this sense for all its system development fees. However, whether debt is pledged pursuant to SB 1525 is of real significance only for improvements that are no longer authorized after January 1, 2012. Consequently, pledged debt is of significance only for parks (Chandler has pledged the use of park fees to retire outstanding debt used for improvements to three parks larger than 30 acres), and public buildings (public building fees are no longer authorized, but the City has interfund loans for the construction of City Hall).

Compliance Deadlines

SB 1525 added numerous new requirements related to how impact fees are calculated. Land use assumptions (growth projections) must be prepared for each service area, covering at least a ten-year period. Many new requirements were added for the infrastructure improvements plan (IIP) and the impact fee analysis. Compliance with these was required by August 1, 2014, and the City of Chandler met that deadline.

> *A development fee that was adopted before January 1, 2012 may continue to be assessed only to the extent that it will be used to provide a necessary public service for which development fees can be assessed pursuant to this section and shall be replaced by a development fee imposed under this section on or before August 1, 2014. (A.R.S. Sec. 9-463.05K)*

Significant changes were made to the requirements for adopting updated infrastructure improvements plans and fee schedules. These requirements were effective as of January 1, 2012, but only applied to the updated IIP and impact fee schedules that had to be in place by August 1, 2014.

Provisions were also added relating to refunds. However, these provisions only apply to fees collected after August 1, 2014. Other changes, however, were effective as of January 1, 2012. These include new provisions or amendments related to developer credits, the locking-in of fee schedules for 24 months following development approval, and annual reporting requirements. In addition, the expenditure of impact fees enacted or updated after January 1, 2012 is restricted to facilities authorized by SB 1525 (including repayment of pledged debt for unauthorized facilities).

Service Areas

Service areas are a key requirement for impact fees under SB 1525. A service area is defined as "any specified area within the boundaries of a municipality in which development will be served by necessary public services or facility expansions and within which a substantial nexus exists between the necessary public services or facility expansions and the development being served as prescribed in the infrastructure improvements plan." Land use assumptions (growth projections) and an infrastructure improvements plan (list of capital improvements and impact fee analysis) must be prepared for each service area.

It should be noted that multiple service areas are not mandated by SB 1525. As long it can be shown that developments located anywhere within the service area will be served by or benefit from improvements in the service area – which is another way of saying that a "substantial nexus" can be demonstrated – a single service area may be permitted. Service areas for this update are described in the Service Areas section (see page 13).

Service Units

In impact fee analysis, demand for facilities must be expressed in terms of a common unit of measurement, called a "service unit." SB 1525 defines a service unit as "a standardized measure of consumption, use, generation or discharge attributable to an individual unit of development calculated

pursuant to generally accepted engineering or planning standards for a particular category of necessary public services or facility expansions." The service unit used by the City for all its system development fees is the Equivalent Dwelling Unit, or EDU. One EDU represents the average demand for services generated by a single-family dwelling unit.

Level of Service (LOS) Standards

SB 1525 does not define the term "level of service" (LOS), nor does it require the formal adoption of LOS standards. It does require, however, that impact fees be based on the same LOS provided to existing development in the service area. This does not mean that impact fees cannot be based on a higher standard than is currently provided to existing development in a service area. If the fees are based on a higher-than-existing LOS, there must be a plan to use non-impact fee funds to remedy the existing deficiency.

Methodology

SB 1525 is sometimes misunderstood to dictate a particular methodology for calculating impact fees. Because cities must forecast anticipated growth over a fixed time period and identify improvements over the same time period, some are led to think that a "plan-based" methodology is required, where the cost per service unit is calculated by dividing planned costs by anticipated new service units. In fact, however, SB 1525 does not dictate this methodology, and most impact fees in the state have not been calculated in this way. The reason is that, to support a plan-based methodology, the list of planned improvements must be developed using a rigorous analysis, such as the modeling used to develop a transportation master plan, to establish the required nexus between the anticipated growth and the specific list of improvements required to serve that growth. In many cases, such a master plan is not available.

The principal alternative to the plan-based methodology is "standards-based." The key difference is that the plan-based approach is based on a complex level of service (LOS) standard, such as "every road shall function at LOS D or better," or "the average fire response time shall not exceed three minutes," that requires projecting growth by small areas and using sophisticated modeling or analysis to determine the specific improvements needed to maintain the desired LOS. In contrast, a standards-based approach uses a generalized LOS standard, such as the ratio of park acres to population, which does not require an extensive master planning effort to determine the improvements and costs that are attributable to a specific quantity of growth.

There are advantages and disadvantages to the two methodologies. The major advantage of a standards-based methodology is that it is more flexible, since the fees are not dependent on the specific projects included in the list of improvements, only on the average cost to construct a unit of capacity. Changing the list of planned projects typically does not require recalculation of standards-based impact fees, since a single project is likely to have an insignificant impact on the average cost of capacity added by all the improvements. This allows the capital plan to change in response to unforeseen development without triggering the need for an impact fee update. The major disadvantage of the standards-based approach is that it may not be appropriate for cities such as Chandler that are landlocked and approaching buildout. In the case of cities that are near buildout, the standards-based

approach could end up collecting more revenue than is needed to pay for remaining improvement costs and remaining costs to pay for existing facilities with excess capacity.

SB 1525 made three major changes that were addressed in the 2014 study methodology. First, it required that fees not be based on a higher standard than is currently provided to existing development in a service area. Second, it limited the infrastructure improvements plan (IIP) to a maximum of ten years. Third and finally, SB 1525 mandates that fees must be spent within ten years from when they are collected (15 years in the case of water, wastewater, and reclaimed water fees). To ensure compliance with SB 1525, three costs per service unit are calculated in the 2014 study and subsequent updates. The fees are based on the lowest of the three: existing level of service, buildout cost per service unit, and 10-year cost per service unit. This modified methodology complies with all the relevant requirements of SB 1525.

In sum, the existing level of service is calculated using the standards-based methodology, while the ten-year and buildout costs per service unit are calculated using the plan-based methodology (planned costs divided by new service units). The existing level of service is not used as the basis of the updated fees for any of the facility types, because in every case it would generate more revenue than needed over the next ten years or to buildout.

Land Use Assumptions

An impact fee update must now include the development of land use assumptions (growth projections) for each service area. SB 1525 defines land use assumptions as "projections of changes in land uses, densities, intensities and population for a specified service area over a period of at least ten years and pursuant to the general plan of the municipality." Since the infrastructure improvements plan (IIP) that must be prepared for each service area must identify improvement needs for a period not to exceed 10 years, a 10-year time-frame is provided. However, because Chandler is so close to buildout, a buildout time frame is also provided. Land use assumptions are provided in the Land Use Assumptions section of this report (see page 19).

Infrastructure Improvements Plan

SB 1525 requires that an infrastructure improvements plan (IIP) be prepared for each facility type and service area. Impact fees may only be collected to pay for improvements identified in the IIP. By implication, impact fees can only be spent on improvements listed in the IIP. The IIP must identify planned projects over a period of not more than ten years. The updated IIP will cover the ten-year period from 2022-2032.

The IIP is often confused with a list of planned capital improvements. While the IIP must include such a list, it must also contain much more analysis. The IIP is basically the impact fee study. To avoid confusion, this study refers to the list of improvements that must be included in the IIP as the "capital plan." This study provides a single, consolidated document that includes land use assumptions, infrastructure improvements plans and impact fee analyses for all of the City's system development fees.

The IIP must include only new improvements that add capacity to accommodate future growth, or costs attributable to existing improvements that have excess capacity to accommodate future growth. Replacing an existing fire truck or an existing fire station, or remodeling or repairing an existing building, are examples of improvements that do not add capacity. Some projects may be partially eligible. For example, replacing an existing two-bay fire station with a larger three-bay fire station would be partially eligible for impact fee funding.

Refunds

A common and understandable misinterpretation of SB 1525 is that a municipality may be required to refund fees collected if any improvement listed in the IIP is not completed within the timeframe of the IIP. A.R.S. Sec. 9-463.05.B.7 provides that collection of impact fees is allowed only to pay for a project that is identified in the IIP, "and the municipality plans to complete construction and have the service available within the time period established in the infrastructure improvements plan, but in no event longer than the time period provided in subsection H, paragraph 3 of this section" (i.e., 15 years for water, wastewater and reclaimed water, and 10 years for other facilities). The key terms in this section are "plans to complete" and "have the service available." No community has a crystal ball that allows it to know with certainty how much development is going to occur over a 10-15 year period in the future. While the City may plan to complete an improvement in this time period in order to serve anticipated growth, if the anticipated growth does not materialize the improvement may not be needed to serve the growth that does occur.

The refund provisions in the referenced refund subsection (H) reinforce this interpretation. The first two subparagraphs refer to the collection of fees when "service is not provided" (H.1) or when "service is not available" and the municipality has failed to complete construction within the time period identified in the IIP (H.2), a clear echo of the "have the service available" phrase in subsection B.7. In general, impact fees are not collected when services are not available. A clear case would be collecting water, wastewater and reclaimed water fees from a development that is not able to connect to the water and wastewater system. However, the City of Chandler does not do this. For other facilities, service is provided immediately upon development, even if a planned facility could provide service from a closer location. A.R.S. Sec. 9-463.05.B.7 directly references only the final paragraph of subsection H (H.3), which simply requires that the impact fees be spent within a certain time period (15 years for water, wastewater and reclaimed water, and 10 years for other facilities) from the date they were collected. It is reasonable to conclude that this is the only refund provision that will likely be applicable, as long as the City does not collect impact fees and deny access to services. However, there is the possibility that refunds could be required if a construction project comes in significantly lower than its estimated cost, per A.R.S. Sec. 9-463.05.I.

Offsets

New development should not be required to pay twice for the cost of new facilities – once through impact fees and again through other taxes or fees that are used to fund the same facilities. To avoid such potential double-payment, impact fees may be reduced, and such a reduction is referred to as an "offset." Offsets are incorporated into the impact fee calculation. While this has long been a part of impact fee practice in Arizona, the current statute contains the following provision:

> *The municipality shall forecast the contribution to be made in the future in cash or by taxes, fees, assessments or other sources of revenue derived from the property owner towards the capital costs of the necessary public service covered by the development fee and shall include these contributions in determining the extent of the burden imposed by the development. Beginning August 1, 2014, for purposes of calculating the required offset to development fees pursuant to this subsection, if a municipality imposes a construction contracting or similar excise tax rate in excess of the percentage amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications, the entire excess portion of the construction contracting or similar excise tax shall be treated as a contribution to the capital costs of necessary public services provided to development for which development fees are assessed, unless the excess portion was already taken into account for such purpose pursuant to this subsection.* (A.R.S. Sec. 9-463.05.B.12)

The language inserted in the state enabling act by SB 1525, cited above, requires municipalities to provide offsets for the excess portion of any construction contracting excise tax. Since the City of Chandler does not charge a construction excise tax higher than for other types of business activities, no such offset is required.

The revenue forecast required by A.R.S. Sec. 9-463.05.B.12 is provided in Appendix D. In general, offsets are only required for funding that is dedicated for capacity-expanding improvements of the type addressed by the impact fee. A municipality is not required to use general fund revenue to pay for growth-related improvements. If, for example, a municipality decides that the existing level of service on which impact fees are based is insufficient and opts to use general revenue to raise the level of service for both existing and new development, no offset would be required.

The clearest situation that requires an offset is when there is outstanding debt on the facilities that are providing existing development with the level of service that new development will be expected to pay for through impact fees. In this case, new development will be paying for the facilities that will serve them, while also paying for a portion of the cost of facilities serving existing development through property or other taxes. Consequently, the impact fees should be reduced to avoid this potential double-payment.

Another clear case requiring offsets is when the impact fees for a particular service area have been adopted based on a level of service that is higher than what is currently provided to existing development in the service area. In such a case, the cost of remedying the existing deficiency will almost always be funded by future revenue sources to which new development in the service area will contribute. To the extent that this is the case, an offset is required. Because the updated fees do not exceed the cost of the existing level of service, such an offset is not applicable to this study.

As noted above, an offset will generally be warranted when new development will be contributing toward a funding source that is dedicated to fund the same growth-related improvements addressed by the impact fee. Offsets are also often provided for anticipated grant funding that may be available to help fund growth-related improvements, although the uncertainty of such funding and the fact that it is not generated specifically by new development generally make this type of offset discretionary.

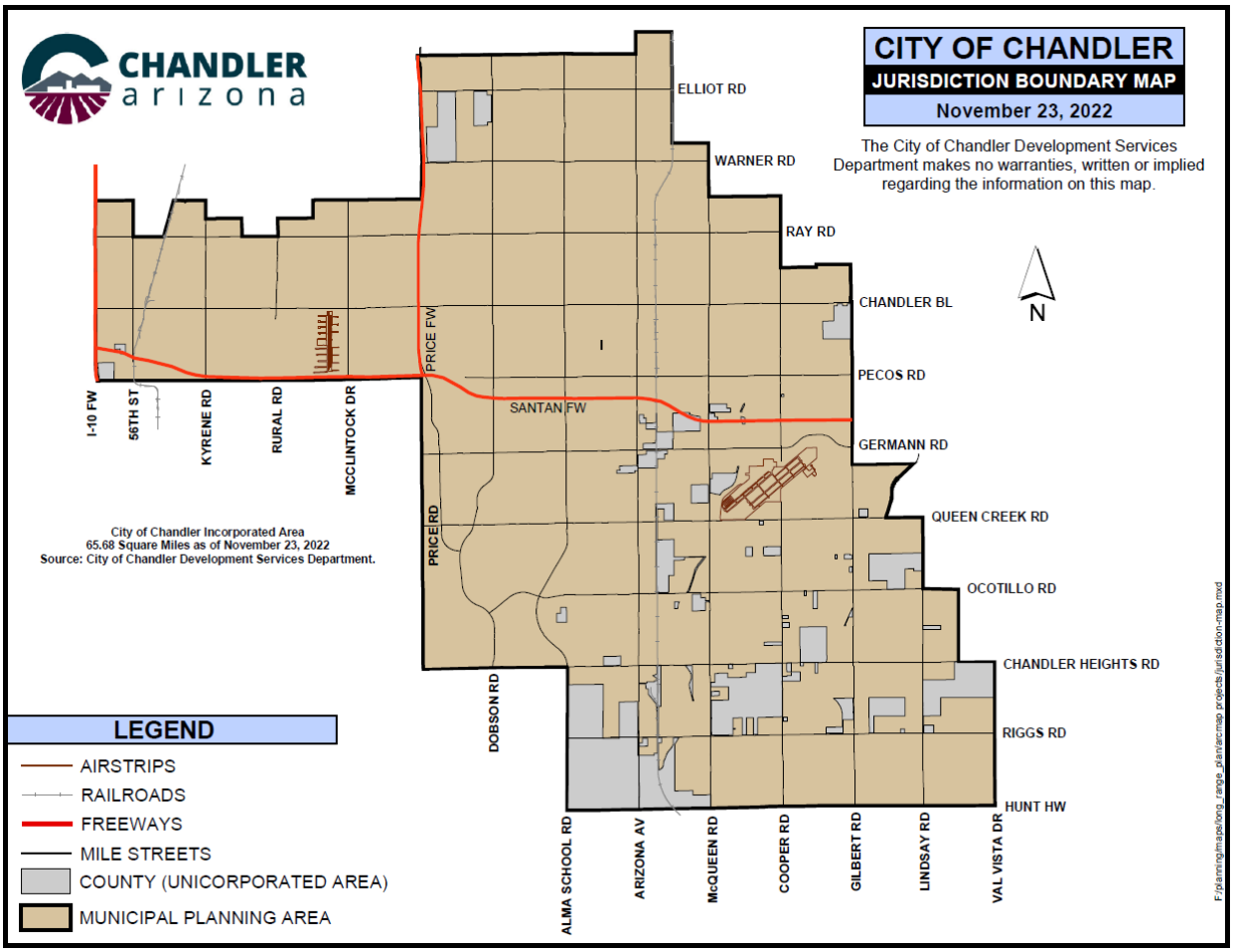
SERVICE AREAS

As noted in the Legal Framework section, service areas are a key requirement for impact fees under SB 1525. Land use assumptions (growth projections) and an infrastructure improvements plan (list of capital improvements and impact fee analysis) must be prepared for each service area. Multiple service areas are not mandated by SB 1525, as long as it can be shown that developments located anywhere within the service area will be served by or benefit from improvements anywhere in the service area – which is another way of saying that a "substantial nexus" can be demonstrated.

Chandler currently charges system development fees for arterial streets, water (including water resources), wastewater, reclaimed water, parks, libraries, fire, police and public building facilities. Except for arterial streets and parks, the current service areas are city-wide.

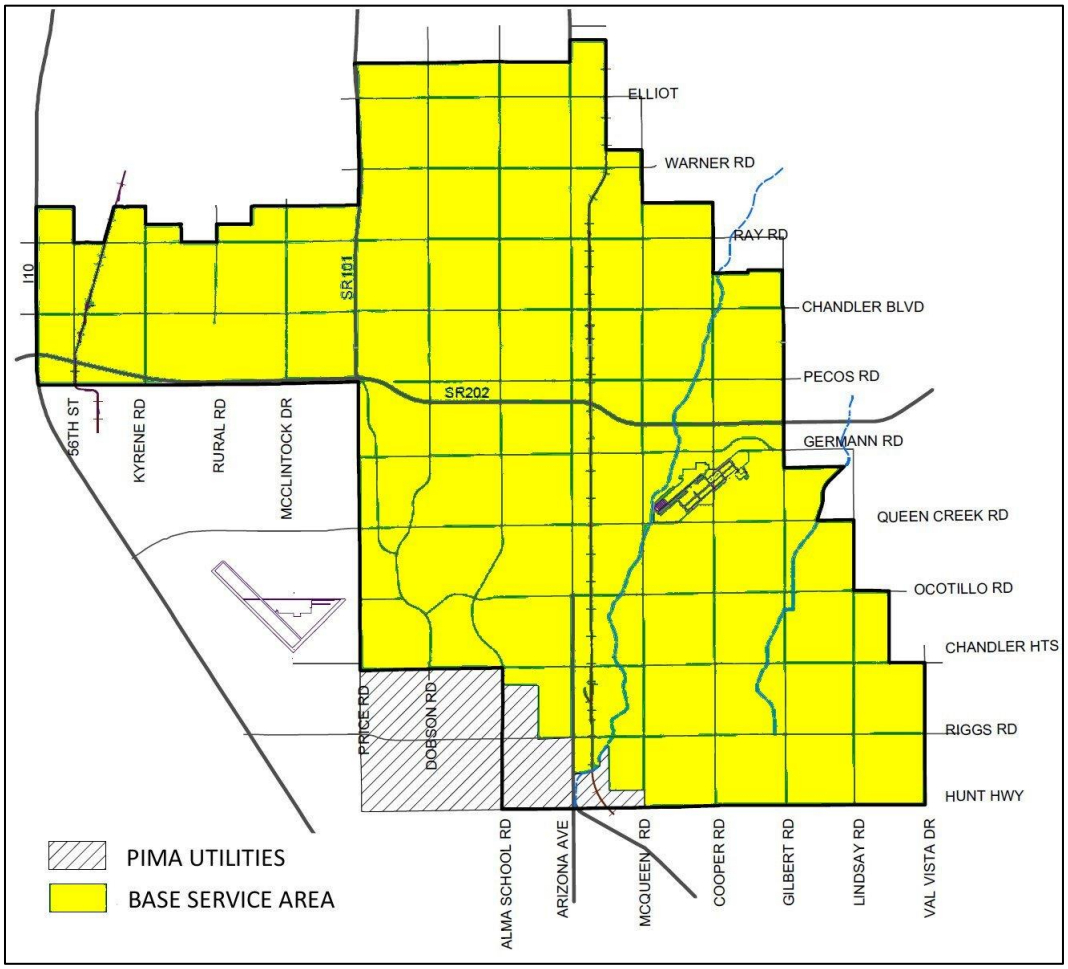
The service areas include most unincorporated areas within the City's municipal planning area. Non-utility system development fees are not assessed in the unincorporated areas, unless they annex into the City. Utility system development fees may be assessed on new City utility customers located in unincorporated areas. The municipal planning area and the areas that are currently unincorporated are shown in Figure 1.

Figure 1. City Limits and Municipal Planning Area



The city-wide service area excludes the unincorporated area in the southwest corner of the planning area that is served by Pima Utilities, because the City does not anticipate ever annexing or providing services to this area. As discussed below, the city-wide service area continues to be appropriate for the water, wastewater, reclaimed water, fire, and police system development fees.

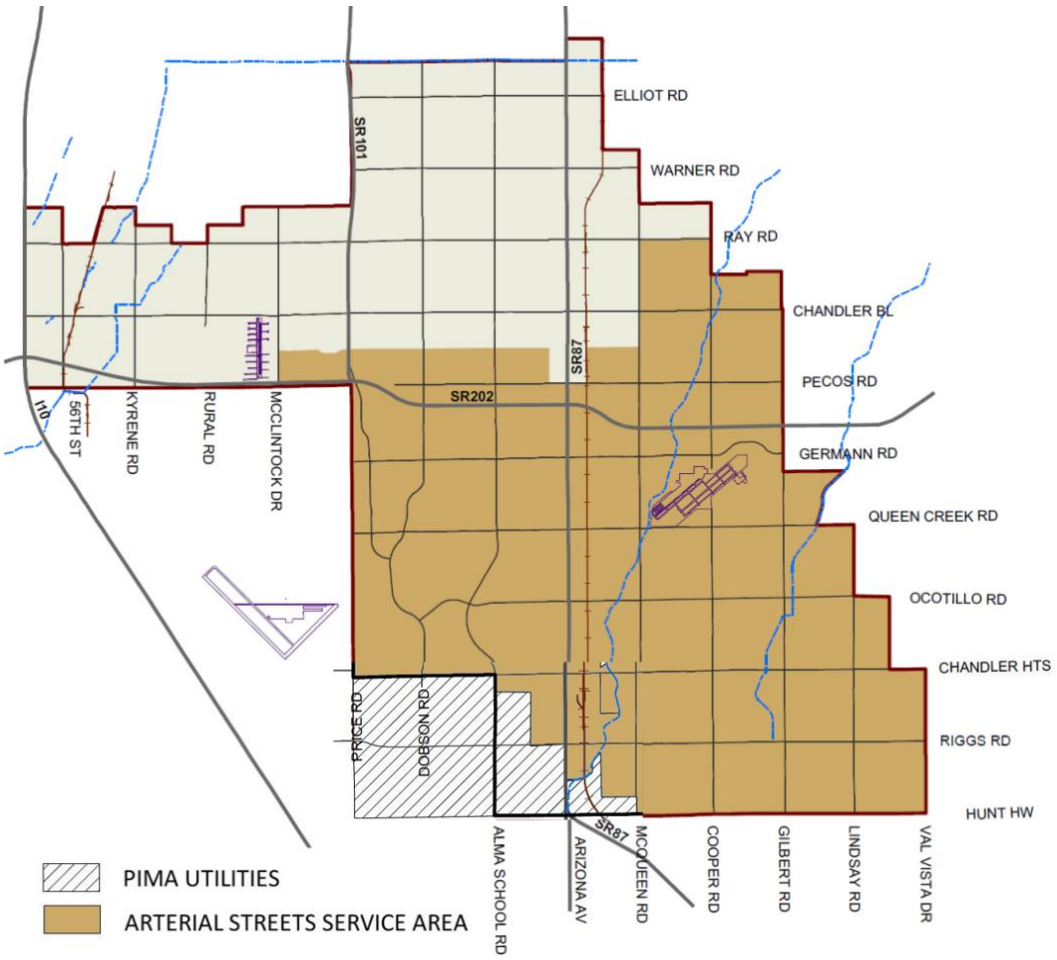
Figure 2. City-Wide Service Area



Arterial Streets

Transportation planners classify roadways according to function. The primary function of arterial streets is to move traffic long distances within a community. Since arterial streets are designed to move traffic throughout the community, a single service area continues to be appropriate. The City's current arterial streets service area excludes an area in the northwest part of the city where arterial streets have been funded with improvement districts. It also excludes the largely developed downtown area, where the arterial street system is in place and the City desires to encourage redevelopment, as shown in Figure 3.

Figure 3. Arterial Streets Service Area



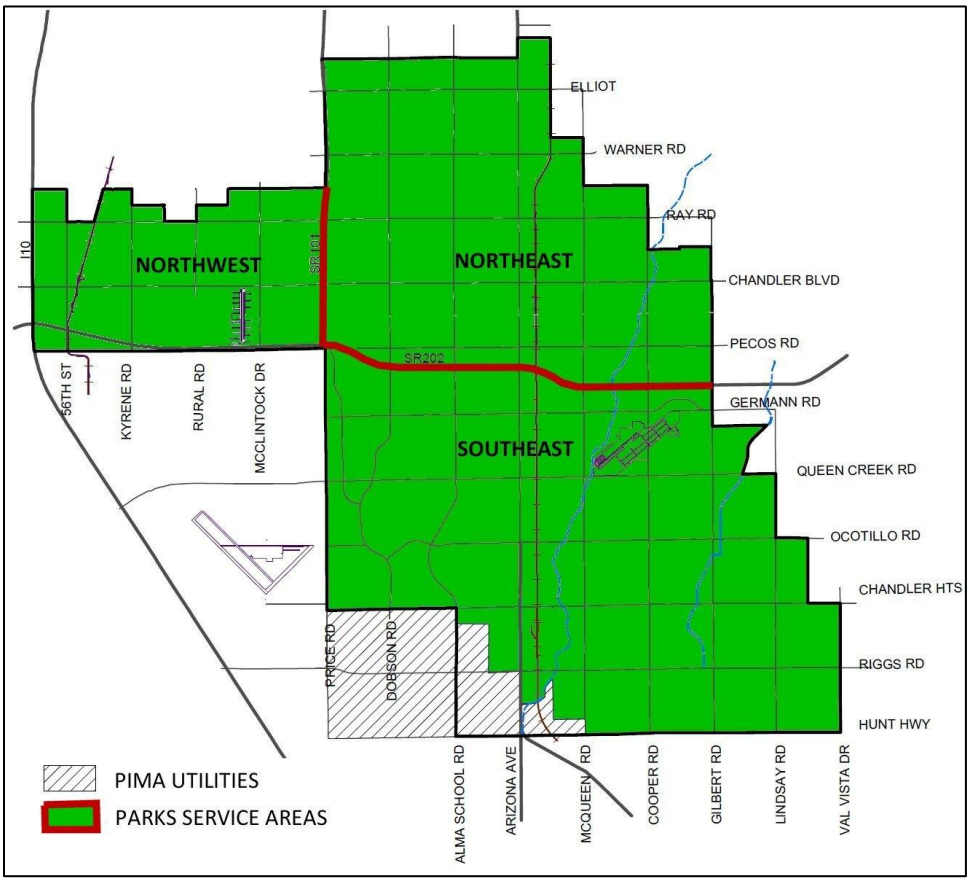
Parks

SB 1525 authorizes fees for "neighborhood parks," although the term is undefined except for certain restrictions. The most important restriction is that neighborhood parks cannot exceed 30 acres (unless a "direct benefit" - another undefined term - can be demonstrated).

The City's 2021 *Parks Strategic Master Plan* contains planning standards for neighborhood and community parks. A neighborhood park is typically 1-10 acres and serves an area of about a one-half mile radius, while a community park has a typical size of 10-75 acres and serves an area of about a two- to three-mile radius. The 30-acre park size authorized for impact fees falls in the middle of Chandler's community park planning standards.

Park impact fee service areas can reasonably be larger than the area served by a single park. Residents do not always use the park closest to them. A park impact fee system where each existing or potential park has its own service area would be unworkable. The City's three park service areas are shown in Figure 4. Each is roughly the size of one or two community park areas.

Figure 4. Park Service Areas



Public Buildings

The City continues to assess public building fees to retire pledged debt incurred prior to 2011. These fees are not required to be updated in conformance with the current state impact fee enabling act. The fees are collected on new development city-wide.

Fire and Police

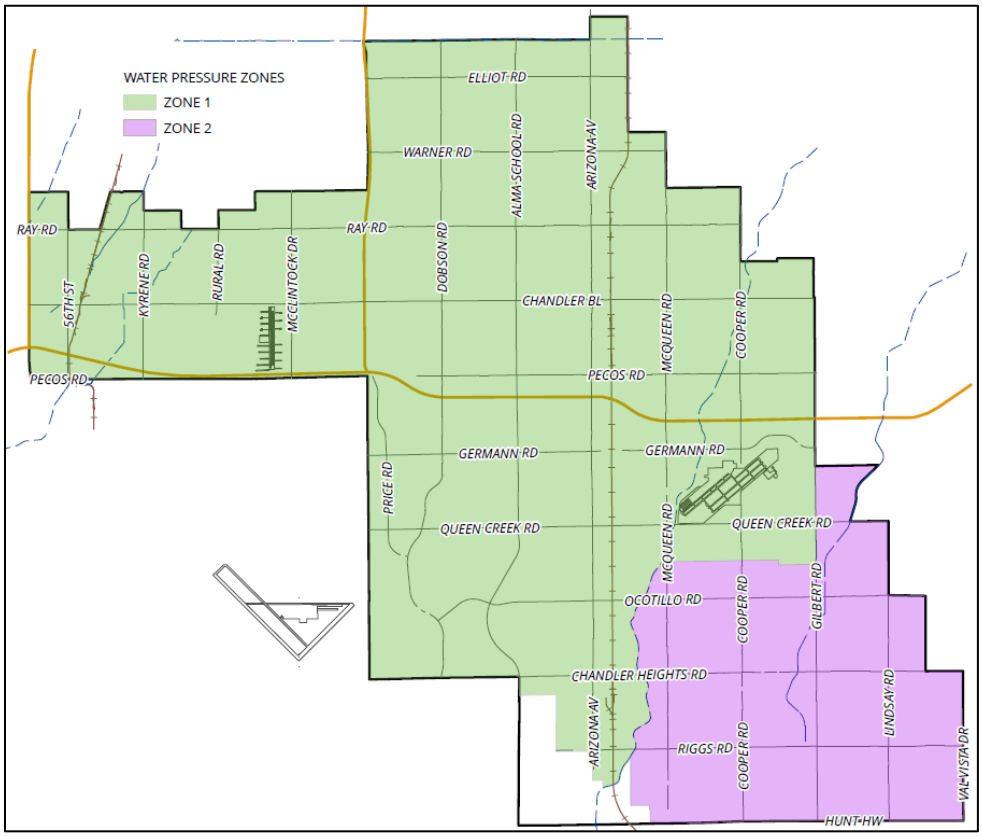
The current service areas for fire and police system development fees are city-wide. Police services are deployed from the Police Main Station, Desert Breeze Substation and Chandler Heights Substation, and are supported by a Property and Evidence Facility. Police protection are provided by patrol officers assigned to a specific geographic area but available to respond to any incident, as needed. Fire and emergency response is provided by units located in 11 stations, supported by administrative facilities. While units are typically dispatched to an incident from the nearest station, units from other stations may respond if the unit from the closest station is responding to another incident. In addition, units from multiple stations may be dispatched to a major incident. Fire and police facilities thus form an integrated system, and the city-wide service area is appropriate.

Water, Wastewater and Reclaimed Water

A single city-wide service area continues to be appropriate for water, wastewater and reclaimed water, because of the interconnected nature of the City's water and wastewater systems.

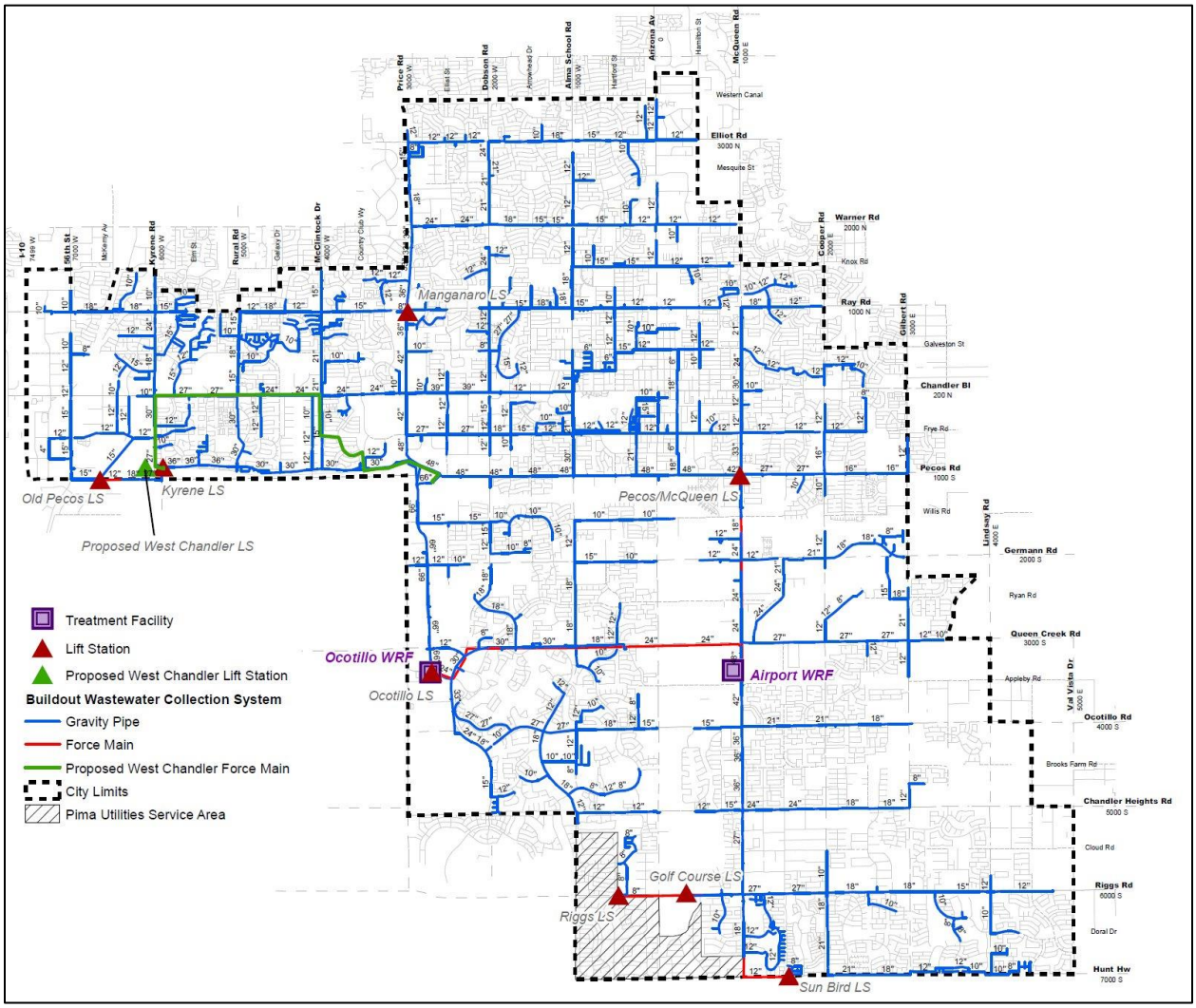
The City's surface water supplies include Salt River Project (SRP) water, Roosevelt Water Conservation District (RWCD) water, New Conservation Storage (NCS) water (which was developed by increasing the capacity of Roosevelt Dam), and Colorado River water delivered through the Central Arizona Project (CAP). Groundwater is pumped from wells throughout the City to supplement surface water supplies and to provide additional supply during times of surface water shortage. Surface water treatment facilities include the Surface Water Treatment Plant and the City's share of the San Tan Vista Water Treatment Plant jointly owned with the Town of Gilbert. There are currently two pressure zones, although the configuration of these zones may change in the future. Pressure reducing valves (PRVs) provide interconnections between the two pressure zones to provide backup water supply (see Figure 5). No area of the City is served by a separate set of facilities. The City's water system is a pressurized, integrated system suitable for a single service area.

Figure 5. Water Pressure Zones



Chandler's wastewater is currently treated at three facilities: the Ocotillo Water Reclamation Facility, the Airport Water Reclamation Facility and the Lone Butte Wastewater Treatment Plant. The Lone Butte plant will eventually be decommissioned. At buildout, the city will be served by two treatment plants, which are already interconnected with two force mains from the Ocotillo to Airport plant. Chandler's buildout wastewater system as recommended by the master plan is illustrated in Figure 6. The wastewater system is an integrated system appropriate for a single service area.

Figure 6. Planned Wastewater System



The City charges a separate reclaimed water system development fee. The reclaimed water system is part of both the water and wastewater systems. Reclaimed water provides both an efficient method of disposing of wastewater and a supplemental water supply source. Consequently, the water/wastewater service area is also the appropriate service area for the reclaimed water system development fee.

LAND USE ASSUMPTIONS

In an attempt to make the fee calculations in this report easier to follow, numbers in one table that are inputs into another table are highlighted in red.

This section presents land use assumptions covering a ten-year period (2022-2032) to serve as the basis for the infrastructure improvements plan and impact fee calculations for the City of Chandler's update of arterial streets, parks, fire, police, water, wastewater, and reclaimed water system development fees. State law requires that land use assumptions be developed for each service area. It defines land use assumptions as "projections of changes in land uses, densities, intensities and population for a specified service area over a period of at least ten years and pursuant to the general plan of the municipality." Due to Chandler's proximity to buildout, buildout projections are also provided.

Chandler's Development Services Department maintains a database on existing and buildout development that is broken down by small areas and contains information on residential population, dwelling units by housing type and nonresidential building square footage by land use type. The Land Use Assumptions are based on the City's existing land use data and buildout projections.

The City's land use data includes all the land within the City's municipal planning area, with the exception that they exclude the area served by Pima Utilities and unincorporated county islands that are unlikely to be annexed. Estimates of existing nonresidential square footage are based on Maricopa County Assessor records. Nonresidential square footage and residential units for future projects that have received zoning approval or are currently under review are included in the buildout estimates. Undeveloped parcels that have not yet received zoning entitlements are assigned a land use that is consistent with the General Plan and any specific area plans that may have been adopted for the area. Building permit data are utilized to update newly constructed homes and nonresidential buildings in a GIS database on a quarterly basis. Density assumptions applied to undeveloped/un-entitled parcels are average densities derived from existing developments in Chandler. Residential population estimates are based on population per housing unit ratios. The City's Development Services Department can provide a more detailed description of assumptions upon request.

While the City has exceptionally good data on existing (2022) and buildout development, it does not have intermediate projections required for the 10-year Land Use Assumptions. An estimate of the percent of new development to buildout that will occur over the next ten years is derived from the Maricopa Association of Governments' (MAG) socioeconomic projections of population and employment by land use type for small areas, prepared in 2019. MAG projections are available for 2020, 2030, 2040, and 2055.

Population and Housing

Based on MAG projections of residential population growth, the percentages of buildout (assumed 2055 MAG projection) residential growth anticipated to occur over the next ten years by service area is shown in Table 6 on the following page.

Table 6. Ten-Year Percent of Buildout New Population

RAZ	Service Area Parks	Strts	Residential Population 2020	2022	2030	2032	2040	2055	New Pop. 22-32	22-55	New 22-32 % of 22-55
310	NE		51,165	52,340	57,041	57,977	61,722	67,997	5,637	15,657	n/a
315	NW		40,137	40,681	42,858	42,891	43,024	43,284	2,210	2,603	n/a
316	NE		35,809	36,769	40,607	40,920	42,174	42,901	4,151	6,132	n/a
317	NE	Yes	34,271	34,845	37,141	37,616	39,516	42,264	2,771	7,419	n/a
325	SE	Yes	46,190	46,782	49,149	49,315	49,980	50,253	2,533	3,471	n/a
327	SE	Yes	25,353	26,275	29,965	30,134	30,810	31,013	3,859	4,738	n/a
328	SE	Yes	46,586	47,727	52,291	52,606	53,865	54,646	4,879	6,919	n/a
Subtotal, Parks NW			40,137	40,681	42,858	42,891	43,024	43,284	2,210	2,603	84.9%
Subtotal, Parks NE			121,245	123,954	134,789	136,513	143,412	153,162	12,559	29,208	43.0%
Subtotal, Parks SE			118,129	120,784	131,405	132,055	134,655	135,912	11,271	15,128	74.5%
City-Wide Population			279,511	285,419	309,052	311,459	321,091	332,358	26,040	46,939	55.5%
Arterial Streets Area			152,400	155,629	168,546	169,671	174,171	178,176	14,042	22,547	62.3%

* 2022 and 2032 are straight-line interpolations between 2000-2030 and 2030-2040 respectively

Source: Maricopa Association of Governments (MAG), *Socioeconomic Projections*, June 2019.

Projections of ten-year (2022-2032) population and housing units are derived from the City's current estimates and buildout projections, assuming the above percentages of remaining residential development that will occur over the next ten years. Existing, ten-year, and buildout projections of population and housing units by service area are summarized in Table 7.

Table 7. Housing Units and Population by Service Area, 2022-Buildout

Service Area	Single-Family	Multi-Family	Total Units	Popu-lation
Parks Northwest, 2022	11,856	5,366	17,222	43,916
Parks Northeast, 2022	33,471	18,697	52,168	133,028
Parks Southeast, 2022	35,611	8,629	44,240	112,812
City-Wide, 2022	80,938	32,692	113,630	289,756
Streets, 2022	52,349	16,384	68,733	175,269
Parks Northwest, 2032	11,877	5,378	17,255	44,000
Parks Northeast, 2032	34,266	23,890	58,156	148,298
Parks Southeast, 2032	36,583	8,969	45,552	116,158
City-Wide, 2032	82,726	38,237	120,963	308,456
Streets, 2032	53,523	18,437	71,960	183,498
Parks Northwest, Buildout	11,881	5,380	17,261	44,016
Parks Northeast, Buildout	35,319	30,774	66,093	168,537
Parks Southeast, Buildout	36,916	9,086	46,002	117,305
City-Wide, Buildout	84,116	45,390	129,506	329,858
Streets, Buildout	54,233	19,680	73,913	188,478

Note: Single-family defined as detached, single-family attached (townhome), and mobile home units

Source: 2022 and buildout housing unit estimates from City of Chandler Planning Division, December 23, 2022; 2032 projections based on ten-year percentages of buildout new development from Table 6; population estimates based on 2.55 persons per unit from 2020 census.

The impact of a dwelling unit on the need for capital facilities is often proportional to the number of persons residing in the dwelling unit. Population density can be measured for different housing types in terms of either average household size (average number of persons per occupied dwelling unit) or persons per unit (average number of persons per dwelling unit, including vacant as well as occupied units). In this analysis, average household size is used. Current information on average household size by housing type in Chandler is available from the U.S. Census Bureau's American Community Survey, as shown in Table 8. These population densities are used to determine residential demand per unit by housing type for parks, fire and police system development fees.

Table 8. Average Household Size by Housing Type

Housing Type	Household Population	Occupied Units	Avg. HH Size
Single-Family*	220,451	78,244	2.82
Multi-Family	51,084	21,502	2.38
Total	271,535	99,746	2.72

* includes single-family detached, attached, and mobile home units
Source: U.S. Census Bureau, American Community Survey 5% weighted sample data based on 1% annual samples in 2017 through 2021 in the City of Chandler.

Nonresidential Development

Using the same procedure described above for residential, the MAG data on employment are used to develop the percentages of buildout nonresidential growth for the Chandler municipal planning area anticipated to occur over the next ten years. These are shown by service area in Table 9.

Table 9. Ten-Year Percent of Buildout New Employment

	Service Area								New Jobs		New 22-32
RAZ	Parks	Strts	2020	2022	2030	2032	2040	2055	22-32	22-55	% of 22-55
310	NE		21,428	22,678	27,678	28,319	30,882	34,225	5,641	11,547	n/a
315	NW		43,778	44,461	47,194	47,756	50,004	51,578	3,295	7,117	n/a
316	NE		27,585	28,356	31,442	31,918	33,820	35,676	3,562	7,320	n/a
317	NE	Yes	8,782	9,156	10,653	10,963	12,201	14,118	1,807	4,962	n/a
325	SE	Yes	33,031	34,409	39,919	40,839	44,517	50,351	6,430	15,942	n/a
327	SE	Yes	11,166	12,010	15,384	16,252	19,723	24,209	4,242	12,199	n/a
328	SE	Yes	8,893	9,127	10,065	10,237	10,923	11,848	1,110	2,721	n/a
City-Wide			154,663	160,197	182,335	186,284	202,070	222,005	26,087	61,808	42.2%
Arterial Streets Area			61,872	64,702	76,021	78,291	87,364	100,526	13,589	35,824	37.9%

* 2022 and 2032 are straight-line interpolations between 2020-2030 and 2030-2040, respectively
Source: Maricopa Association of Governments (MAG), *Socioeconomic Projections*, June 2019.

Projections of ten-year (2022-2032) and buildout nonresidential building square footage by land use type are derived from the City's buildout projections, utilizing the percentages of remaining growth that will occur over the next ten years from Table 9 above. Because park fees are not assessed on nonresidential development, it is not necessary to prepare nonresidential projections for the park service areas. The resulting nonresidential projections city-wide and for the arterial street service area are shown in Table 10.

Table 10. Nonresidential Square Feet by Service Area, 2022-Buildout

Service Area	Commercial	Office	Industrial	Public	Total
City-Wide, 2022	18,758,424	8,088,348	45,475,860	12,407,444	84,730,076
Streets, 2022	8,285,349	3,902,248	24,851,325	7,404,121	44,443,043
City-Wide, 2032	19,859,121	10,027,413	53,756,525	12,929,082	96,572,141
Streets, 2032	9,190,558	5,065,809	30,389,226	7,892,937	52,538,530
City-Wide, Buildout	21,366,710	12,683,289	65,098,288	13,643,554	112,791,841
Streets, Buildout	10,673,762	6,972,329	39,463,200	8,693,874	65,803,165

Source: 2022 and buildout estimates from City of Chandler Planning Division, December 23, 2022; 2032 projections based on ten-year percentages of buildout new jobs from Table 9.

Employee densities are derived from the estimates currently used by the Maricopa Association of Governments, as shown in Table 11. MAG conducted an analysis of employment density by land use type. Building square footage was divided by jobs for each land use type to determine average square feet per employee. These have been converted to employees per 1,000 square feet for use in the functional population estimates (see Appendix B) used to develop the fire and police service unit multipliers.

Table 11. Nonresidential Employment Densities

Land Use Type	Sq. Feet/ Employee	Employees/ 1,000 sq. ft.
Retail Commercial	561	1.78
Office	459	2.18
Industrial/Warehouse	727	1.38
Public	459	2.18

Source: Maricopa Association of Governments, *Data, Models, Methods, and Assumptions in the MAG Socioeconomic Projections*, 2019.

ARTERIAL STREETS

This section updates the City's arterial street system development fees in compliance with the Arizona impact fee enabling act for municipalities (SB 1525). The fee applies only to new development in the subarea of the city designated as the arterial street service area. The system development fee ordinance defines the arterial street system to exclude local streets, collector streets, and freeways. An inventory of the existing arterial street system in the service area was compiled for this update and is presented in Table 114 in Appendix A.

Service Units

As described in the Service Unit subsection of the Legal Framework section, the service unit for all the City's system development fees is the Equivalent Dwelling Unit, or EDU, which represents the demand for facilities generated by a typical single-family dwelling unit. For the arterial street system development fees, the demand for facilities is based on afternoon peak hour trip generation. Trip generation rates are based on information published in the most recent edition of the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*.

Trip generation rates need to be adjusted to exclude pass by and diverted-linked trips. Pass by trips are those trips that are already on a particular route for a different purpose and simply stop at a development on that route. For example, a stop at a convenience store on the way home from the office is a pass by trip for the convenience store. A pass by trip does not create an additional burden on the street system and therefore should not be counted in the assessment of system development fees. Diverted-linked trips are similar to pass by trips in that an intermediate stop is made on the way to the primary destination, but a short diversion is made from the most direct path to the primary destination. The adjustment is made in this update to include only primary trips generated by the development.

It is also necessary to adjust trip generation rates for differences in the average length of trips. A shorter trip imposes a smaller burden on the arterial street system than a longer trip. While published information is available for average trip lengths by trip purpose, the average trip length for peak hour trips of residential, office, industrial/warehouse and public/institutional land uses are dominated by the home-to-work trip and tend to be relatively similar. The exception is retail/commercial uses, which tend to have shorter trip lengths than the home-to-work commute. An adjustment is made to the retail/commercial trip rate to account for the shorter-than-average shopping trip.

The result of combining trip generation rates, primary trip factors and the retail trip length adjustment is a schedule that establishes the number of arterial street service units generated by various land use types per unit of development for Chandler. The recommended service unit multipliers are presented in Table 12.

Table 12. Arterial Street Service Unit Multipliers

Land Use	ITE Code	Unit	Pk Hr Trip Rate	New Trips Factor	Trip Length Factor	Adjusted Trip Rate	EDUs/ Unit
Single-Family	210	Dwelling	0.94	100%	100%	0.940	1.000
Multi-Family	220	Dwelling	0.51	100%	100%	0.510	0.543
Retail/Commercial	820	1000 sq. ft.	3.40	43%	66%	0.965	1.027
Office	710	1000 sq. ft.	1.44	92%	100%	1.325	1.410
Industrial/Warehouse	130/150	1000 sq. ft.	0.26	100%	100%	0.260	0.277
Public/Institutional	560	1000 sq. ft.	0.49	100%	100%	0.490	0.521

Source: Trip rates during the p.m. peak hour of adjacent street traffic on a weekday from the Institute of Transportation Engineers (ITE), *Trip Generation*, 11th ed., 2021 (retail/commercial based on shopping center, office based on general office, industrial/warehouse based on average for industrial park and warehousing; public/institutional based on church); new trips factor for retail/commercial from ITE, *Trip Generation Handbook*, 2017 for shopping center; new trip factor for office from national data base of origin and destination studies provided in Tindale-Oliver, *Orange County Transportation Impact Fee Study*, September, 2020, p. A-14; trip length factor for retail/commercial based on ratio of average shopping trip length to average trip length for all trips from U.S. Department of Transportation, *National Household Travel Survey*, 2017; adjusted trip rate is product of trip rate, new trip factor and trip length factor; EDUs per unit is ratio of adjusted trip rate to single-family adjusted trip rate.

The estimates of existing, ten-year and buildout arterial street service units are based on the service unit multipliers above and the Land Use Assumptions. The results are shown in Table 13.

Table 13. Arterial Street Service Units, 2022-Buildout

Land Use	Unit	Units	EDUs/Unit	EDUs
Single Family, 2022	Dwelling	52,349	1.000	52,349
Multi-Family, 2022	Dwelling	16,384	0.543	8,897
Retail/Commercial, 2022	1000 sq. ft.	8,285	1.027	8,509
Office, 2022	1000 sq. ft.	3,902	1.410	5,502
Industrial/Warehouse, 2022	1000 sq. ft.	24,851	0.277	6,884
Public/Institutional, 2022	1000 sq. ft.	7,404	0.521	3,857
Total 2022 EDUs				85,998
Single Family, 2032	Dwelling	53,523	1.000	53,523
Multi-Family, 2032	Dwelling	18,437	0.543	10,011
Retail/Commercial, 2032	1000 sq. ft.	9,191	1.027	9,439
Office, 2032	1000 sq. ft.	5,066	1.410	7,143
Industrial/Warehouse, 2032	1000 sq. ft.	30,389	0.277	8,418
Public/Institutional, 2032	1000 sq. ft.	7,893	0.521	4,112
Total 2032 EDUs				92,646
Single Family, Buildout	Dwelling	54,233	1.000	54,233
Multi-Family, Buildout	Dwelling	19,680	0.543	10,686
Retail/Commercial, Buildout	1000 sq. ft.	10,674	1.027	10,962
Office, Buildout	1000 sq. ft.	6,972	1.410	9,831
Industrial/Warehouse, Buildout	1000 sq. ft.	39,463	0.277	10,931
Public/Institutional, Buildout	1000 sq. ft.	8,694	0.521	4,530
Total Buildout EDUs				101,173
New EDUs, 2022-2032				6,648
New EDUs, 2022-Build-out				15,175

Source: 2022, 2032 and buildout units for arterial street service area from Table 7 (residential) and Table 10 (nonresidential); EDUs per unit from Table 12; EDUs is product of units and EDUs per unit.

Cost per Service Unit

As described in the Methodology subsection of the Legal Framework section, the updated system development fees are based on the lowest of three costs per service unit: existing level of service, ten-year cost and buildout cost. The 2014 update reduced the fees to account for pass-through traffic. However, the 2014 study noted that such an adjustment is not required because of the counter-balancing nature of spill-over effects between jurisdictions. The 2018 and this update do not include an adjustment for pass-through traffic.

Existing Level of Service

One measure of level of service used in road impact fee analysis is the system-wide ratio of demand to capacity. This is similar to the volume/capacity (V/C) ratio used to measure levels of service on individual roadway segments, but it applies to the entire roadway system. The system-wide measure is the ratio of vehicle-miles of travel (VMT) to vehicle-miles of capacity (VMC).

An analysis of the existing level of service was conducted by preparing a detailed inventory of the existing arterial street network (see Appendix A). For each roadway segment, information was gathered on segment length in miles, number of through lanes, and recent traffic counts. Vehicle-miles of capacity are based on generalized maximum volumes at LOS D from the City's 2019 *Transportation Master Plan Update*, shown in Table 14 below.

Table 14. Arterial Street Capacities at Level of Service D

	2-Lane	4-Lane	6-Lane
Average Daily Capacity at LOS D	15,300	32,200	48,500
x Peak Hour Factor	0.085	0.085	0.085
Peak Hour Capacity at LOS D	1,300	2,700	4,100

Source: Average daily capacities at LOS D from Kimley-Horn, *Chandler Transportation Master Plan 2019 Update*, Final Report, January 2020; peak hour factor from City of Chandler Public Works & Utilities Department.

The inventory data demonstrates that average congestion on the arterial street system will remain constant from now to buildout, as summarized in Table 15.

Table 15. Arterial Street VMT/VMC Ratios, Existing and Buildout

	Existing	Buildout
Total Vehicle-Miles of Travel (VMT)	153,148	175,006
÷ Total Vehicle-Miles of Capacity (VMC)	255,472	289,926
VMT/VMC Ratio	0.60	0.60

Source: Existing VMC and VMT from Table 114 in Appendix A; buildout VMC and VMT from Table 115 in Appendix A.

The existing level of service can also be quantified in terms of the cost per service unit. The first step is to determine the average cost to construct a new vehicle-mile of capacity. The average cost of capacity added by the ten-year planned improvements is $7,160 per new VMC, as shown in Table 16.

Table 16. Average Cost per Vehicle-Mile of Capacity, 2022-2032

Arterial Street	From	To	Miles	Lanes Exist	Lanes Fut.	Total Project Cost	Capacity Exist	Capacity Future	New VMC	Cost/ VMC
Alma School Rd	Germann Rd	Queen Creek	0.98	4	6	$8,177,000	2,700	4,100	1,372	$5,960
Alma School Rd*	Frye Rd	Pecos Rd	0.50	4	6	$4,703,500	2,700	4,100	700	$6,719
Chandler Hts Rd	McQueen Rd	Val Vista Dr	3.96	2	4	$41,063,079	1,300	2,700	5,544	$7,407
Lindsay Rd	Ocotillo Rd	Hunt Hwy	3.00	2	4	$30,661,503	1,300	2,700	4,200	$7,300
Total			8.44			$84,605,082			11,816	$7,160

* excludes half of segment length and cost that are outside the arterial street service area.

Source: Improvements and costs (total costs including costs incurred over last 10 years) from City of Chandler, *2023-2032 Capital Improvements Plan*; capacity based on existing and future lanes and generalized capacities from Table 14; new VMC is the product of miles and increase in capacity; cost per VMC is project cost divided by new VMC.

The calculation of the existing arterial street level of service in terms of the cost per service unit is presented in Table 17. The first step is to compute the existing capacity utilized by existing traffic. This is done by dividing existing VMT by the buildout VMT/VMC ratio. The VMC utilized by existing traffic is multiplied by the average cost per VMC to determine the cost of existing facilities serving existing traffic. Deducting the amount of outstanding debt/interfund loans related to existing facilities yields the cost of existing facilities serving existing development that has been fully paid for. The final step is to divide the net cost of facilities serving existing development by the number of existing service units. This results in the existing cost per service unit of $20,850 per EDU.

Table 17. Arterial Street Existing Cost per Service Unit

Existing Vehicle-Miles of Travel (VMT)	153,148
÷ Buildout VMT/VMC Ratio	0.60
Vehicle-Miles of Capacity (VMC) Utilized by Existing Traffic	255,247
x Cost per Vehicle-Mile of Capacity (VMC)	$7,160
Replacement Cost of Facilities Serving Existing Traffic	$1,827,568,520
– Outstanding Debt/Interfund Loans	-$34,530,036
Net Cost of Facilities Serving Existing Traffic	$1,793,038,484
÷ 2022 Service Units (EDUs)	85,998
Existing Cost per Service Unit	$20,850

Source: Existing VMT and buildout VMT/VMC ratio from Table 15; cost per VMC from Table 16; 2022 arterial street EDUs from Table 13; outstanding debt from Table 121.

Ten-Year Cost

Some of the City's planned ten-year improvement costs will be paid for by regional transportation funds administered through the Maricopa Association of Governments (MAG). MAG funding sources include Federal and State transportation funds and Regional Arterial Road Funding (RARF), which comes from dedicated county-wide transportation sales tax revenue. Regional funding from the voter-approved authorization runs out in FY 2026, and the remaining RARF funding for arterial street improvements in Chandler will occur in the next year or two. The anticipated outside funding over the next ten years is summarized in Table 18.

Table 18. Outside Funding for Arterial Street Improvements

Improvement	Phase	Fiscal Years	Fed./State Funding	RARF Funding	Total Non-City Funding
Alma School, Pecos-Germann	ROW/Des./Constr.	2023	$0	$3,000,000	$3,000,000
Chandler Hts, Gilbert-Val Vista	Construction	2023	$7,495,063	$0	$7,495,063
Lindsay Rd, Ocotillo-Hunt Hwy	ROW/Constr.	2023	$5,809,290	$0	$5,809,290
Ten-Year Total			$13,304,353	$3,000,000	$16,304,353

Source: Maricopa Association of Governments, *FY 2022 Arterial Life Cycle Program (ALCP)*, December 1, 2021 and City of Chandler, *2023-2032 Capital Improvements Plan* (excludes funding for intersection improvements, which are not funded with Chandler's system development fees).

The ten-year cost per service unit represents costs that will be incurred by the City over the next ten years to build new capacity to serve anticipated development, repay outstanding debt/interfund loans associated with existing capacity available to serve new development, pay for encumbrances on current projects, and pay for updated SDF studies and biennial audits. The results, shown in Table 19, indicate a ten-year cost per service unit of $3,792 per EDU.

Table 19. Arterial Street 10-Year Cost per Service Unit

Alma School Rd, Germann-Queen Creek, widen 4-6 lanes, 0.98 miles	$4,558,000
Alma School Rd, Frye-Pecos, widen 4-6 lanes, 0.50 miles	$4,140,000
Chandler Hts Rd, Gilbert-Val Vista, widen 2-4 lanes, 2.00 miles	$2,524,314
Lindsay Rd, Ocotillo-Hunt Hwy, widen 2-4 lanes, 3.00 miles	$17,691,575
City Eligible Cost of Planned Improvements, 2022-2032	$28,913,889
Debt/Interfund Loans for Past Capacity Improvements	$34,530,036
Encumbrances on Current Projects	$23,417,040
Required Fee Studies and Biennial Audits	$75,900
Total Planned Expenditures	$86,936,865
– Current Fund Balance	-$61,725,679
Needed Revenue, 2022-2032	$25,211,186
÷ New Service Units (EDUs), 2022-2032	6,648
Ten-Year Cost per Service Unit	$3,792

Source: City eligible cost of planned improvement costs from Table 25 (excludes Federal/State and regional funding, as well as bond funding for intersection costs); outstanding debt/interfund loans, encumbrances and current fund balance from Table 120; cost of required studies and audit from Table 123 and Table 124; new service units from Table 13.

Buildout Cost

The RARF authorization expires in FY 2026, so no RARF funds are anticipated after 2032. Some of the buildout project costs will be paid with Federal/State highway funds. The amount of such funding that will be available for capacity improvements beyond ten years will tend to decrease with the buildout of the City's arterial street system. A reasonable assumption is that Federal/State funding will pay for the same percentage of capacity project costs beyond 2032 that it will over the next ten years. Based on these assumptions, the City could expect to receive about $75.8 million from 2032 to buildout in Federal/State funding for the completion of the arterial street system, as shown in Table 20.

Table 20. Federal/State Funding, 2022-Buildout

	2022-2032	2032-Buildout	2022-Buildout
Federal/State Funding	$13,304,353	$75,826,647	$89,131,000
÷ Planned Improvement Cost	$28,913,889	$164,850,031	$193,763,920
Federal/State Funding Percent	46.0%	46.0%	46.0%

Source: 2022-2032 Federal/State funding from Table 18; planned improvement costs from Table 19 (2022-2032) and Table 21 (2022-buildout); Federal/State funding for 2022-buildout based on percentage for 2022-2032.

The buildout cost per service unit represents costs that will be incurred by the City to buildout to construct new capacity to serve anticipated development in the city, repay outstanding debt/interfund loans associated with existing capacity to serve new development, pay for encumbrances that represent remaining costs associated with projects currently under construction, and pay for future study updates and audits. The planned expenditures shown in Table 21 result in a buildout cost per service unit of $9,437 per EDU.

Table 21. Arterial Street Buildout Cost per Service Unit

Alma School Rd, Germann-Queen Creek, widen 4-6 lanes, 0.98 miles	$4,558,000
Alma School Rd, Frye-Pecos, widen 4-6 lanes, 0.50 miles	$4,140,000
Chandler Hts Rd, Gilbert-Val Vista, widen 2-4 lanes, 2.00 miles	$2,524,314
Lindsay Rd, Ocotillo-Hunt Hwy, widen 2-4 lanes, 3.00 miles	$17,691,575
Subtotal, City Cost of Eligible Planned Improvements, 2022-2032	$28,913,889
Alma School Rd, Willis-Germann, widen 4-6 lanes, 0.50 miles	$5,012,000
Alma School Rd, Queen Creek-Ocotillo, widen 4-6 lanes, 1.12 miles	$11,226,880
McQueen, Ray-Chandler, widen 4-6 lanes, 1.00 mile	$10,024,000
McQueen, Chandler-Pecos, widen 4-6 lanes, 1.00 mile	$10,024,000
Cooper, Queen Creek-Riggs, widen 2-4 lanes, 3.00 miles	$30,072,000
Ray, McQueeen-Cooper, widen 4-6 lanes, 1.00 mile	$10,024,000
Germann, City Limits-Price, widen 2-4 lanes, 0.25 miles	$2,506,000
Germann, Arizona-Cooper, widen 4-6 lanes, 2.00 miles	$20,048,000
Queen Creeek, McQueen-Gilbert, widen 2-6 lanes, 2.00 miles	$40,096,000
Ocotillo, Gilbert-148th Street, widen 2-4, 1.50 mile	$15,036,000
Chandler Heights, Arizona-Gilbert, widen 2-4, 2.96 miles	$29,671,040
Chandler Heights, Lindsay-Val Vista, widen 2-4, 1.00 mile	$10,024,000
Cost of Planned Improvements, 2032-Buildout	$193,763,920
– Anticipated Regional Funding, 2032-Buildout	$0
– Anticipated Federal/State Funding, 2032-Buildout	-$75,826,647
Subtotal, City Cost of Eligible Planned improvements, 2032-Buildout	$117,937,273
Total, City Cost of Eligible Planned improvements, 2022-Buildout	$146,851,162
Debt/Interfund Loans for Past Capacity Improvements	$34,530,036
Encumbrances on Current Projects	$23,417,040
Required System Development Fee Studies	$131,800
– Current Fund Balance	-$61,725,679
Needed Revenue, 2022-Buildout	$143,204,359
÷ New Service Units (EDUs), 2022-Buildout	15,175
Buildout Cost per Service Unit	$9,437

Source: Planned improvement costs for 10-year projects from Table 25 (first four projects); remaining projects are those needed to complete the buildout inventory in Table 115; costs for remaining projects based on VMC added derived from miles and lanes indicated in Table 115, capacities from Table 14, and average cost per VMC from Table 16; anticipated regional funding from Table 18; anticipated Federal/State funding to buildout from Table 20; outstanding debt/interfund loans, encumbrances and current fund balance from Table 120; cost of required studies and audits from Table 123 and Table 124; new service units from Table 13.

Cost per Service Unit Summary

The three costs per service unit calculated above are summarized in Table 22. The updated system development fees are based on the 10-year cost per service unit, which is the lowest of the three.

Table 22. Arterial Street Cost per Service Unit

Existing Cost per Service Unit	$20,850
Ten-Year Cost per Service Unit	$3,792
Buildout Cost per Service Unit	$9,437
Lowest Cost per Service Unit	$3,792

Source: Table 17, Table 19 and Table 21.

Net Cost per Service Unit

As noted in the Legal Framework section of this report, system development fees should be reduced (or "offset") in order to account for other types of revenues that will be generated by new development and used to fund capacity-expanding improvements of the same type as those to be funded by the fees. Cases in which such an offset is warranted include funding of existing deficiencies, outstanding debt payments on existing facilities, and dedicated revenue sources to fund growth-related improvements.

The arterial street system development fees calculated in this report are based on a system-wide buildout cost per service unit that is lower than the existing level of service. Consequently, there are no existing deficiencies from an impact fee perspective.

The outstanding arterial street debt/interfund loans have been excluded from the existing level of service calculation, and can reasonably be attributed to existing excess capacity available for future development. Consequently, the debt/loan amount has been included in the calculation of ten-year and buildout costs per service unit.

The City has funded arterial street capacity improvements with system development fees and general obligation bonds, supplemented with Federal, State, and regional transportation funding. Such outside funding has been taken into account in the calculation of the ten-year and buildout costs per service unit. In sum, no additional offsets are warranted and the net cost per service unit is the same as the cost per service unit calculated above.

Updated System Development Fees

The updated arterial street system development fees that may be adopted by the City based on this study are the products of the number of service units (EDUs) generated by a unit of development and the net cost per service unit calculated above. The updated fee schedule is presented in Table 23.

Table 23. Arterial Street Net Cost Schedule

Land Use Type	Unit	EDUs/ Unit	Net Cost/ EDU	Net Cost/ Unit
Single-Family	Dwelling	1.000	$3,792	$3,792
Multi-Family	Dwelling	0.543	$3,792	$2,059
Retail/Commercial	Sq. Foot	0.001027	$3,792	$3.894
Office	Sq. Foot	0.001410	$3,792	$5.347
Industrial/Warehouse	Sq. Foot	0.000277	$3,792	$1.050
Public/Institutional	Sq. Foot	0.000521	$3,792	$1.976

Source: EDUs per unit from Table 12 (nonresidential divided by 1,000 to convert from per 1,000 sq. ft. to per square foot); net cost per EDU is lowest cost per EDU from Table 22.

The updated arterial street system development fees are compared to the City's current fees in Table 24. The updated fees are significantly lower than current fees for all land uses except office and public/institutional.

Table 24. Current and Updated Arterial Street Fees

Land Use Type	Unit	Current Fee	Updated Fee	Percent Change
Single-Family	Dwelling	$3,869	$3,792	-2%
Multi-Family	Dwelling	$2,190	$2,059	-6%
Retail/Commercial	Sq. Foot	$5.040	$3.894	-23%
Office	Sq. Foot	$4.040	$5.347	32%
Industrial/Warehouse	Sq. Foot	$1.170	$1.050	-10%
Public/Institutional	Sq. Foot	$0.970	$1.976	104%

Source: Current fees from City of Chandler City Code, Section 38; updated fees from Table 23.

Capital Plan

Assuming that growth occurs as projected in the land use assumptions, the City plans to fund approximately $86.9 million in growth-related expenditures related to the major road system over the next ten years, as summarized in Table 25. Some of the improvements may be constructed by developers in return for credits against their arterial street system development fees.

Table 25. Arterial Street Capital Plan, 2022-2032

Improvement	10-Year Eligible Cost
Alma School Rd, Germann Rd to Queen Creek	$4,558,000
Alma School Rd, Frye to Pecos	$4,140,000
Chandler Hts Rd, Gilbert Rd-Val Vista	$2,524,314
Lindsay Rd, Ocotillo Rd to Hunt Hwy	$17,691,575
Subtotal, Planned Improvements, 2022-2032	$28,913,889
Outstanding Pledged Debt/Interfund Loans	$34,530,036
Encumbrances/Carry-Forwards	$23,417,040
Required SDF Studies, 2022-2032	$65,900
Required Biennial Audits, 2022-2032	$10,000
Total	$86,936,865

Source: 10-year CIP cost is programmed arterial street system development fee expenditures from City of Chandler, *2023-2032 Capital Improvements Plan*; financial data from Table 120; study update cost from Table 123; biennial audit cost from Table 124.

The new development anticipated by the land use assumptions would generate the revenues shown in Table 26. Anticipated arterial street system development fee revenues plus the current fund balance would cover all costs anticipated over the next ten years, but not all costs needed by buildout. The City will need to increase the fee during the next update or at least within the next ten years.

Table 26. Arterial Street Fee Revenue Projections, 2022-Buildout

	2022-2032	2022-Buildout
New Arterial Street EDUs	6,648	15,175
x Net Cost per EDU	$3,792	$3,792
Projected Revenue	$25,209,216	$57,543,600
÷ Needed Revenue	$25,211,186	$143,204,359
Percent of Needed Revenue Generated	100%	40%

Source: New EDUs from Table 13; net cost per EDU is lowest cost per EDU from Table 22; needed revenue from Table 19 (2022-2032) and Table 21 (2022-buildout).

PARKS

The City of Chandler adopted a community park system development fee in 1997 and a neighborhood park system development fee in 2005. In 2008, the neighborhood and community park fees were combined into a single park fee. The park fees were updated to be compliant with SB 1525 in 2014. They were updated in 2018, and this section updates them again in compliance with the current Arizona impact fee enabling act for municipalities.

The locations of existing and planned parks are illustrated in Figure 7. An inventory of existing parks, including name, park classification, service area and developed and undeveloped acreage, is presented in Table 27 on the following pages.

Figure 7. Existing and Planned Parks

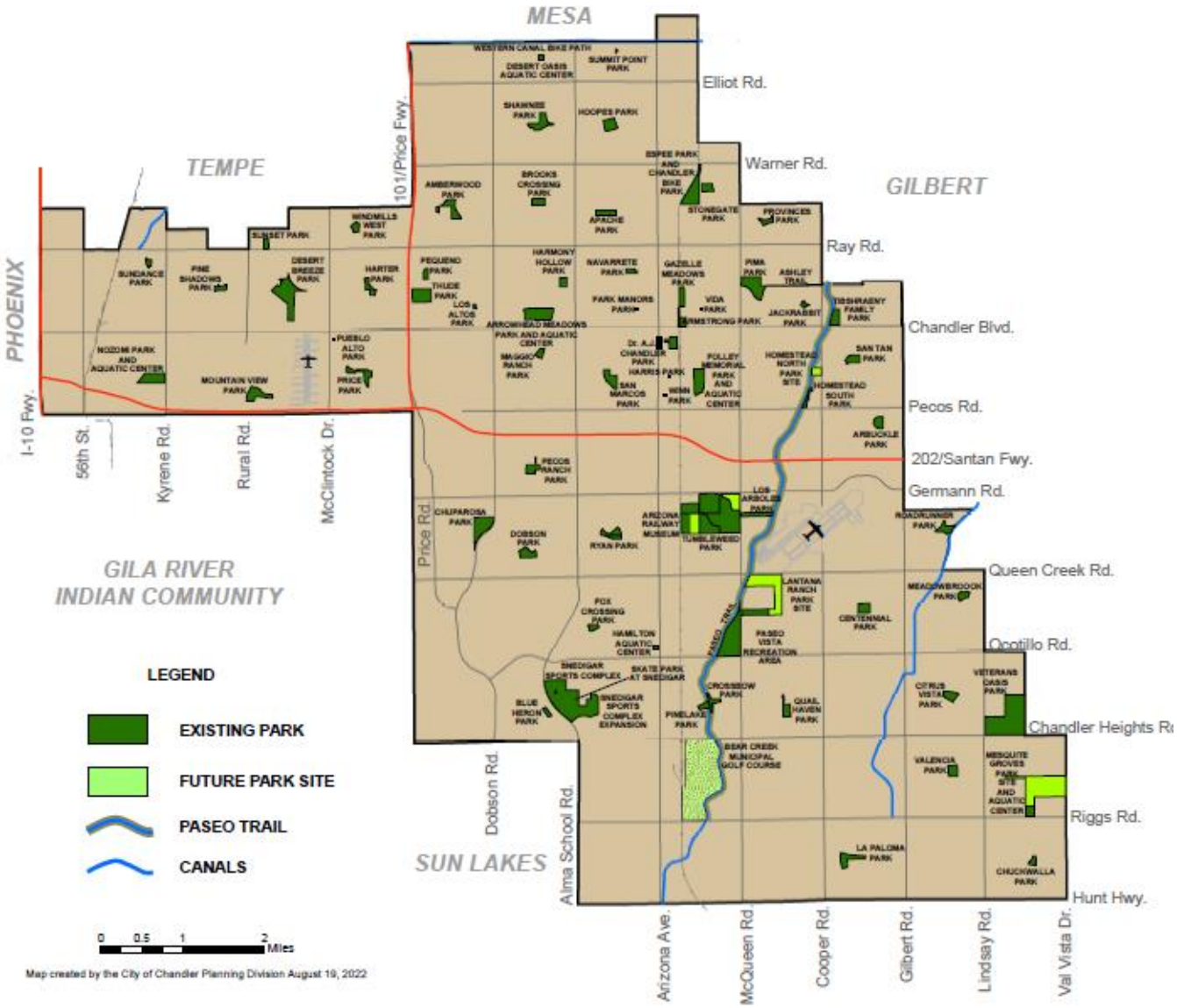


Table 27. Existing Park Inventory

Park Name	Type	Service Area	Total Acres		Eligible Acres		Eligible Dev'd Ac.	
			Dev'd	Undev.	Nhood	Comm	Nhood	Comm
Northwest Service Area								
Desert Breeze	Comm	NW	47.34	2.50	0.00	30.00	0.00	30.00
Harter	Nhood	NW	8.60	0.00	8.60	0.00	8.60	0.00
Mountain View	Nhood	NW	19.00	0.00	19.00	0.00	19.00	0.00
Nozomi Park	Comm	NW	20.00	0.00	0.00	20.00	0.00	20.00
Pine Shadows	Nhood	NW	5.42	0.00	5.42	0.00	5.42	0.00
Price	Nhood	NW	12.10	0.00	12.10	0.00	12.10	0.00
Pueblo Alto	Nhood	NW	0.25	0.00	0.25	0.00	0.25	0.00
Sundance	Nhood	NW	3.51	0.00	3.51	0.00	3.51	0.00
Sunset	Nhood	NW	5.06	0.00	5.06	0.00	5.06	0.00
Windmills West	Nhood	NW	6.50	0.00	6.50	0.00	6.50	0.00
Subtotal, Northwest			127.78	2.50	60.44	50.00	60.44	50.00
Northeast Service Area								
Amberwood	Nhood	NE	18.60	0.00	18.60	0.00	18.60	0.00
Apache	Nhood	NE	9.47	0.00	9.47	0.00	9.47	0.00
Arbuckle	Nhood	NE	9.51	0.00	9.51	0.00	9.51	0.00
Armstrong	Nhood	NE	3.21	0.00	3.21	0.00	3.21	0.00
Arrowhead Meadows	Comm	NE	30.81	0.00	0.00	30.00	0.00	30.00
Boys & Girls Club	Nhood	NE	2.18	0.00	2.18	0.00	2.18	0.00
Brooks Crossing	Nhood	NE	8.10	0.00	8.10	0.00	8.10	0.00
Desert Oasis Aquatic	Nhood	NE	0.72	0.00	0.72	0.00	0.72	0.00
Espee	Comm	NE	33.00	0.00	0.00	30.00	0.00	30.00
Folley	Comm	NE	23.92	0.00	0.00	23.92	0.00	23.92
Gazelle Meadows	Nhood	NE	8.99	0.00	8.99	0.00	8.99	0.00
Harmony Hollow	Nhood	NE	6.92	0.00	6.92	0.00	6.92	0.00
Harris	Nhood	NE	0.81	0.00	0.81	0.00	0.81	0.00
Homestead North	Nhood	NE	7.60	0.00	7.60	0.00	7.60	0.00
Homestead South	Nhood	NE	4.96	0.00	4.96	0.00	4.96	0.00
Hoopes	Nhood	NE	12.80	0.00	12.80	0.00	12.80	0.00
Jackrabbit	Nhood	NE	4.57	0.00	4.57	0.00	4.57	0.00
Los Altos	Nhood	NE	0.75	0.00	0.75	0.00	0.75	0.00
Maggio Ranch	Nhood	NE	5.60	0.00	5.60	0.00	5.60	0.00
Navarrete	Nhood	NE	5.00	0.00	5.00	0.00	5.00	0.00
Park Manors	Nhood	NE	0.25	0.00	0.25	0.00	0.25	0.00
Pequeno	Nhood	NE	4.73	0.00	4.73	0.00	4.73	0.00
Pima	Comm	NE	31.75	0.00	0.00	30.00	0.00	30.00
Provinces	Nhood	NE	6.25	0.00	6.25	0.00	6.25	0.00
San Marcos	Nhood	NE	14.74	0.00	14.74	0.00	14.74	0.00
San Tan	Nhood	NE	14.31	0.00	14.31	0.00	14.31	0.00
Shawnee	Nhood	NE	17.51	0.00	17.51	0.00	17.51	0.00
Stonegate	Nhood	NE	8.37	0.00	8.37	0.00	8.37	0.00
Summit Point	Nhood	NE	0.29	0.00	0.29	0.00	0.29	0.00
Tibshraeny Family	Nhood	NE	13.00	0.00	13.00	0.00	13.00	0.00
Vida	Nhood	NE	0.25	0.00	0.25	0.00	0.25	0.00
Winn	Nhood	NE	1.00	0.00	1.00	0.00	1.00	0.00
Subtotal, Northeast			309.97	0.00	190.49	113.92	190.49	113.92

continued on next page

Table 27. Existing Park Inventory (continued)

Park Name	Park Type	Service Area	Total Acres		Eligible Acres		Eligible Dev'd Ac.	
			Dev'd	Undev.	Nhood	Comm	Nhood	Comm
Southeast Service Area								
Blue Heron	Nhood	SE	3.91	0.00	3.91	0.00	3.91	0.00
Centennial	Nhood	SE	10.88	0.00	10.88	0.00	10.88	0.00
Chuckwalla	Nhood	SE	4.45	0.00	4.45	0.00	4.45	0.00
Chuparosa	Comm	SE	28.00	0.00	0.00	28.00	0.00	28.00
Citrus Vista	Nhood	SE	10.02	0.00	10.02	0.00	10.02	0.00
Crossbow	Nhood	SE	7.94	0.00	7.94	0.00	7.94	0.00
Dobson	Nhood	SE	12.44	0.00	12.44	0.00	12.44	0.00
Fox Crossing	Nhood	SE	4.95	0.00	4.95	0.00	4.95	0.00
La Paloma	Nhood	SE	13.07	0.00	13.07	0.00	13.07	0.00
Lantana Ranch Park Site	Comm	SE	0.00	42.37	0.00	30.00	0.00	0.00
Lantana Ranch	Nhood	SE	8.40	0.00	8.40	0.00	8.40	0.00
Los Arboles	Nhood	SE	11.35	0.00	11.35	0.00	11.35	0.00
Meadowbrook	Nhood	SE	7.11	0.00	7.11	0.00	7.11	0.00
Mesquite Groves Park Site	Comm	SE	6.00	98.40	0.00	30.00	0.00	6.00
Pecos Ranch	Nhood	SE	10.23	0.00	10.23	0.00	10.23	0.00
Pinelake	Nhood	SE	5.21	0.00	5.21	0.00	5.21	0.00
Quail Haven	Nhood	SE	9.75	0.00	9.75	0.00	9.75	0.00
Roadrunner	Nhood	SE	10.97	0.00	10.97	0.00	10.97	0.00
Ryan	Nhood	SE	13.89	0.00	13.89	0.00	13.89	0.00
Snedigar Sportsplex	Comm	SE	90.83	0.00	0.00	30.00	0.00	30.00
Tumbleweed	Comm	SE	147.84	58.35	0.00	30.00	0.00	30.00
Valencia	Nhood	SE	9.34	0.00	9.34	0.00	9.34	0.00
Veterans Oasis	Comm	SE	113.00	0.00	0.00	30.00	0.00	30.00
Subtotal, Southeast			539.58	199.12	153.91	178.00	153.91	124.00
City-Wide								
Total, City-Wide			977.33	201.62	404.84	341.92	404.84	287.92

Source: City of Chandler Community Services Department, November 8, 2022.

Service Units

As described in the Service Unit subsection of the Legal Framework section, the service unit for all the City's fees is the Equivalent Dwelling Unit, or EDU, which represents the demand for facilities generated by a typical single-family dwelling unit.

SB 1525 provides that "… the fees shall be assessed against commercial, residential and industrial development, except that the municipality may distinguish between different categories of residential, commercial and industrial development in assessing the costs to the municipality of providing necessary public services to new development and in determining the amount of the development fee applicable to the category of development." (A.R.S. Sec. 9-463.05.B.13)

Park impact fees are traditionally only assessed on residential development, because there is a much clearer nexus between the number of residents and the demand for park facilities than is the case for nonresidential development. Company-sponsored events in parks are paid for with facility reservation fees. Any additional demand on park facilities attributable to nonresidential development would come from nonresidents who work in the city using parks during their lunch breaks – any such impact would be difficult to measure and relatively insignificant. Consequently, the park fees will continue to be assessed only on residential development.

A single-family unit is, by definition, one park service unit (equivalent dwelling unit or EDU). The number of service units associated with other housing types is determined by dividing the average household size by the average household size of a single-family unit. Average household size (the ratio of household population to occupied units) is preferable as the basis of the service unit to persons per unit (the ratio of household population to total units), because it eliminates the volatile factor of occupancy rates. The resulting service unit multipliers are presented in Table 28.

Table 28. Park Service Unit Multipliers

Housing Type	Avg. HH Size	EDUs/ Unit
Single-Family	2.82	1.000
Multi-Family	2.38	0.844

Source: Average household size from Table 8; EDUs per unit is ratio of AHHS to single-family average household size.

The number of service units in each of the three park service areas can be determined by multiplying the number of housing units by the single-family and multi-family service unit multipliers and summing for the area. Existing and projected service units (EDUs) are calculated in Table 29.

Table 29. Park Service Units, 2022-Buildout

	Northwest			Northeast			Southeast			City-Wide
	Single-Family	Multi-Family	Total	Single-Family	Multi-Family	Total	Single-Family	Multi-Family	Total	Total
EDUs/Unit	1.000	0.844	na	1.000	0.844	na	1.000	0.844	na	n/a
2022 Units	11,856	5,366	17,222	33,471	18,697	52,168	35,611	8,629	44,240	113,630
2022 EDUs	11,856	4,529	16,385	33,471	15,780	49,251	35,611	7,283	42,894	108,530
2032 Units	11,877	5,378	17,255	34,266	23,890	58,156	36,583	8,969	45,552	120,963
2032 EDUs	11,877	4,539	16,416	34,266	20,163	54,429	36,583	7,570	44,153	114,998
Buildout Units	11,881	5,380	17,261	35,319	30,774	66,093	36,916	9,086	46,002	129,356
Buildout EDUs	11,881	4,541	16,422	35,319	25,973	61,292	36,916	7,669	44,585	122,299
New EDUs, 2022-2032			31			5,178			1,259	6,468
New EDUs, 2022-Buildout			37			12,041			1,691	13,769

Source: EDUs per unit from Table 28; housing units from Table 7; EDUs are product of units and EDUs/unit.

Cost per Service Unit

As described in the Methodology subsection of the Legal Framework section, the updated system development fees are based on the lowest of three costs per service unit: existing level of service, ten-year cost and buildout cost.

Existing Level of Service

SB 1525 limits park impact fees to "neighborhood parks," an undefined term that excludes parks larger than 30 acres in size, unless a larger park can be shown to provide a "direct benefit" to development. SB 1525 also excludes a number of park improvements from being funded with park impact fees, including:

> *… that portion of any facility that is used for amusement parks, aquariums, aquatic centers, auditoriums, arenas, arts and cultural facilities, bandstand and orchestra facilities, bathhouses, boathouses, clubhouses, community centers greater than three thousand square feet in floor area, environmental education centers, equestrian facilities, golf course facilities, greenhouses, lakes, museums, theme parks, water reclamation or riparian areas, wetlands, zoo facilities or similar recreational facilities, but may include swimming pools.*

According to SB 1525, impact fees cannot be based on a level of service that exceeds the level of service currently being provided to existing development. For park facilities, the existing level of service will be quantified in terms of the replacement value of existing eligible park facilities per service unit.

A key component of the park level of service is the cost of land. Recent park land acquisitions are all located in the Southeast service area, where land is the least expensive of the three service areas. The City's most recent park land purchase in this area, completed in May 2013. This 10-year old cost has been adjusted to 2023 dollars using the consumer price index. The current land cost per acre is estimated to be $153,514, as shown in Table 30.

Table 30. Park Land Cost per Acre

Centennial Park Site	$353,433
÷ Acres	3.0068
2013 Cost per Acre	$117,545
x 2013-2023 Inflation Factor	1.306
2023 Cost per Acre	$153,514

Source: Purchase price from City of Chandler, July 15, 2013; inflation factor is ratio of U.S. Census, Consumer Price Index for All Urban Customers (CP{-U, May 2013 to May 2023..

Another major cost is the development of land with standard park improvements, including site work, landscaping, driveways, parking, walking paths, and standard amenities such as pavilions, ballfields, etc. The average development costs per acre for neighborhood and community parks are based on recent or planned costs (in current dollars), as shown in Table 31.

Table 31. Park Development Cost per Acre

	Neighborhood Parks	Community Parks
Mesquite Groves (FY 2026)		$615,206
Homestead North (FY 2022)	$506,800	
Lantana Ranch (FY 2021)	$430,449	
Average Cost per Acre	$468,625	$615,206

Source: City of Chandler, November 8, 2022.

Pursuant to SB 1525, only the first 3,000 square feet of recreation centers are eligible to be funded with impact fees. The City has two recreation centers, both located in the Southeast service area. The total costs of these facilities and the eligible costs are shown in Table 32.

Table 32. Eligible Recreation Center Costs

Recreation Center	Service Area	Sq. Feet	Total Cost	Eligible Cost
Snedigar Park Recreation Center	SE	8,266	$2,185,086	$793,039
Tumbleweed Recreation Center	SE	59,905	$18,393,336	$921,125
Total		68,171	$20,578,422	$1,714,164

Source: Square feet and costs from City of Chandler, FY 2022/23 Statement of Values; eligible cost is pro rata share for 3,000 sq. ft.

SB 1525 prohibits aquatic centers but allows swimming pools. This poses some problems of interpretation, since aquatic centers include swimming pools. The Arizona League of Cities and Towns proposes the following definition of an excluded aquatic center:

> *A facility primarily designed to host non-recreational competitive functions generally occurring within water, including, but not limited to, water polo games, swimming meets, and diving events. Such facility may be indoors, outdoors, or any combination thereof, and includes all necessary supporting amenities, including but not limited to, locker rooms, offices, snack bars, bleacher seating, and shade structures.*

While some of the City's swimming facilities are called "aquatic centers," they do not meet the League of Cities and Town's definition of an aquatic center, because they are not designed primarily for non-recreational competitive functions. Nevertheless, the approach that will be used is to charge only for the pool itself, without the cost of associated amenities. The replacement cost of existing pools is estimated based on the cost per square foot of water surface area for the City's most recently-constructed pool in the Mesquite Groves Aquatic Center. The cost of a pool itself is estimated to be $322 per square foot of water surface area, as shown in Table 33 below. This is the same cost per square foot used in the 2014 and 2018 studies.

Table 33. Mesquite Groves Pool Cost per Square Foot

Pool Cost (including pumphouse)	$3,439,477
Other Water Features Cost	$778,663
Building Cost (excluding pumphouse)	$1,352,377
Total Building/Pool Costs	$5,570,517
Site Work/Contingency/Indirect Costs	$3,296,901
x Pool Share of Building/Pool Costs	61.7%
Pool-Related Other Cost	$2,034,188
Total Pool Cost	$5,473,665
÷ Water Surface Area (sq. feet)	17,002
Pool Cost per Square Foot of Water Area	$322

Source: City of Chandler, Mesquite Groves' aquatic center cost sheet, June 2, 2008; pumphouse share of total building costs based on 3,625 out of 9,759 total sq. ft., per Chandler Parks and Recreation, October 7, 2011; total pool cost is pool cost plus pool-related other cost; square feet from City of Chandler Park Development and Operations Division, July 22, 2013.

Multiplying the water area of each pool by the cost per square foot calculated above yields the replacement costs for the City's existing swimming pools for each service area. These are shown in Table 34.

Table 34. Swimming Pool Replacement Costs

Swimming Facility	Service Area	Water Sq. Feet	Cost per Sq. Foot	Pool Cost
Northwest Service Area				
Nozomi Aquatic Center	NW	12,468	$322	$4,014,696
Northeast Service Area				
Arrowhead Pool	NE	21,064	$322	$6,782,608
Desert Oasis Aquatic Center	NE	8,880	$322	$2,859,360
Folley Pool	NE	5,703	$322	$1,836,366
Total, Northeast Service Area				$11,478,334
Southeast Service Area				
Hamilton Aquatic Center	SE	12,040	$322	$3,876,880
Mesquite Groves Aquatic Center	SE	17,002	$322	$5,474,644
Total, Southeast Service Area				$9,351,524

Source: Sq. ft. of water surface area from City of Chandler, September 2017; cost per sq. ft. from Table 33.

The replacement cost of existing facilities in each of the three park service areas can be determined based on the existing park inventory, the unit costs for land acquisition and swimming pools, eligible recreation center costs and the average cost per acre to develop neighborhood and community parks. The total replacement values of existing land and facilities serving the three park service areas are shown in Table 35 on the following page.

Table 35. Existing Park Facility Replacement Costs

	Neighborhood Park	Community Park	Total
Northwest Service Area			
NW Total Eligible Acres	60.44	50.00	110.44
x Land Cost/Acre			$153,514
NW Eligible Land Value			$0
NW Developed Eligible Acres	60.44	50.00	110.44
x Development Cost/Acre	$468,625	$615,206	n/a
NW Eligible Development Cost	$28,323,695	$30,760,300	$59,083,995
NW Eligible Rec. Center/Pool Cost			$4,014,696
NW Total Eligible Replacement Cost			$63,098,691
Northeast Service Area			
NE Total Eligible Acres	190.49	113.92	304.41
x Land Cost/Acre			$153,514
NE Eligible Land Value			$46,731,197
NE Developed Eligible Acres	190.49	113.92	304.41
x Development Cost/Acre	$468,625	$615,206	n/a
NE Eligible Development Cost	$89,268,376	$70,084,268	$159,352,644
NE Eligible Rec. Center/Pool Cost			$11,478,334
NE Total Eligible Replacement Cost			$217,562,175
Southeast Service Area			
SE Total Eligible Acres	153.91	178.00	331.91
x Land Cost/Acre			$153,514
SE Eligible Land Value			$50,952,832
SE Developed Eligible Acres	153.91	124.00	277.91
x Development Cost/Acre	$468,625	$615,206	n/a
SE Eligible Development Cost	$72,126,074	$76,285,544	$148,411,618
SE Eligible Rec. Center/Pool Cost			$11,065,688
SE Total Eligible Replacement Cost			$210,430,138

Source: Total and developed eligible acres from Table 27; land cost per acre from Table 30; development costs per acre from Table 31; recreation center and pool costs from Table 32 and Table 34.

The existing levels of service in the park service areas can be expressed in terms of the current cost per service unit, as shown in Table 36. The capital investment represented by existing facilities and current fund balances is reduced to account for outstanding debt that will be paid by future system development fees.

Table 36. Existing Park Levels of Service

	Northwest	Northeast	Southeast
Existing Eligible Cost	$63,098,691	$217,562,175	$210,430,138
Current Fund Balance	$2,825,224	$6,424,043	$21,984,807
– Outstanding Pledged Debt/Loans	-$2,825,224	-$5,853,189	$0
Net Eligible Cost	$63,098,691	$218,133,029	$232,414,945
÷ Existing EDUs	16,385	49,251	42,894
Existing LOS (Cost/EDU)	$3,851	$4,429	$5,418

Source: Eligible park costs from Table 35; eligible debt/interfund loans and fund balance from Table 120 in Appendix C; existing EDUs from Table 29.

Ten-Year Cost per Service Unit

The ten-year cost per service unit represents costs that will be incurred by the City over the next ten years to build new capacity to serve anticipated development in the city, to repay outstanding debt/interfund loans associated with existing capacity available to serve new development, to pay encumbrances for projects under construction, and to pay for updated studies and biennial audits. The results are shown in Table 37.

Table 37. Park Ten-Year Cost per Service Unit

	Northwest	Northeast	Southeast
Mesquite Groves Comm. Park Dev't, Ph. I (30-acre part)	$0	$0	$20,519,574
Lantana Ranch Comm. Park Design/Dev't (21.6-ac. part)	$0	$0	$9,572,156
Subtotal, Planned Improvements	$0	$0	$30,091,730
Debt/Interfund Loan Obligations	$2,825,224	$5,853,189	$0
Encumbrances for Projects Under Construction	$0	$2,078,184	$715,925
Required Fee Studies and Audits	$0	$21,475	$21,475
Total Planned Expenditures	$2,825,224	$7,952,848	$30,829,130
– Fund Balance	-$2,825,224	-$6,424,043	-$21,984,807
Total Revenue Needs	$0	$1,528,805	$8,844,323
÷ New Service Units (EDUs), 2022-2032	31	5,178	1,259
Ten-Year Cost per Service Unit (EDU)	$0	$295	$7,025

Source: Planned improvements and costs from City of Chandler, 2022-2031 *Capital Improvement Program*; debt/interfund loans, encumbrances, and fund balances from Table 120 in Appendix C, study cost from Table 123 and audit cost from Table 124, allocated equally between the northeast and southeast service areas; new service units from Table 29.

Buildout Cost per Service Unit

The Northwest park service area has no remaining revenue needs. The buildout costs per service unit for the Northeast and Southeast service areas represent costs that will be incurred by buildout to construct capacity to serve anticipated development, repay outstanding debt/interfund loans associated with existing capacity to serve new development, pay encumbrances for projects under construction, and pay for updated studies and audits. The results are shown in Table 38.

Table 38. Park Buildout Cost per Service Unit

	Northwest	Northeast	Southeast
Mesquite Groves Comm. Park Dev't, Ph. I (30-acre part)	$0	$0	$20,519,574
Lantana Ranch Comm. Park Design/Dev't (eligible part)	$0	$0	$9,572,156
Subtotal, Planned Improvements	$0	$0	$30,091,730
Debt/Interfund Loan Obligations	$2,825,224	$5,853,189	$0
Encumbrances for Projects Under Construction	$0	$2,078,184	$715,925
Required Fee Studies and Audits	$0	$41,950	$41,950
Total Planned Expenditures	$2,825,224	$7,973,323	$30,849,605
– Fund Balance	-$2,825,224	-$6,424,043	-$21,984,807
Total Revenue Needs	$0	$1,549,280	$8,864,798
÷ New Service Units (EDUs), 2022-Buildout	37	12,041	1,691
Buildout Cost per Service Unit (EDU)	$0	$129	$5,242

Source: Study/audit cost from Table 123 (allocated equally between the northeast and southeast service areas); new EDUs from Table 29; all other data from Table 37.

Cost per Service Unit Summary

The three costs per service unit calculated above are summarized in Table 39. The updated system development fees for the Northeast and Southeast are based on the lowest of the three costs per service unit for those areas.

Table 39. Park Cost per Service Unit

	Northwest	Northeast	Southeast
Existing Cost per Service Unit	$3,851	$4,429	$5,418
Ten-Year Cost per Service Unit	$0	$295	$7,025
Buildout Cost per Service Unit	$0	$129	$5,242
Lowest Cost per Service Unit	n/a	$129	$5,242

Source: Existing from Table 36; ten-year from Table 37; buildout from Table 38.

Net Cost per Service Unit

As noted in the Legal Framework section of this report, impact fees should be reduced (or "offset") to account for other types of revenues that will be generated by new development and used to fund capacity-expanding improvements of the same type as those to be funded by the impact fees. Cases in which such an offset is warranted include funding of existing deficiencies, outstanding debt payments on existing facilities, and dedicated revenue sources to fund growth-related improvements.

The parks system development fees calculated in this report are based on the existing level of service (unless the ten-year or buildout cost per service unit is lower), so there are no existing deficiencies. Other than system development fees, the City has no dedicated source of revenue to fund growth-related parks improvements. The City has not received any grant funding for park improvements in recent years, and does not anticipate any grants over the next ten years.

The City has funded park improvements with system development fees or general fund monies or general obligation bond proceeds in return for a pledge against future SDF revenues. Since outstanding pledged debt/interfund loans have been excluded from the calculation of the existing level of service, future system development fees can be used to repay those obligations without raising double-payment issues. Consequently, no additional offsets are warranted, and the cost per service unit calculated above is the same as the net cost per service unit.

Updated System Development Fees

The updated parks system development fees that may be adopted by the City based on this study are the products of the numbers of service units generated by a unit of development and the net cost per service unit calculated above. The resulting fee schedule is presented in Table 40 below.

Table 40. Park Net Cost Schedule

	Northwest	Northeast	Southeast
Single-Family EDUs per Dwelling Unit	1.000	1.000	1.000
Multi-Family EDUs per Dwelling Unit	0.844	0.844	0.844
x Net Cost per Service Unit	n/a	$129	$5,242
Single-Family Fee per Dwelling Unit	n/a	$129	$5,242
Multi-Family Fee per Dwelling Unit	n/a	$109	$4,424

Source: EDUs per unit from Table 28; net cost per EDU is cost per EDU from Table 39.

The updated park fees are compared to current fees in Table 41. The park fees will cease to be collected in the Northwest service area.

Table 41. Current and Updated Park Fees

	Northwest	Northeast	Southeast
Updated Single-Family Fee per Dwelling Unit	$0	$129	$5,242
Current Single-Family Fee per Dwelling Unit	$983	$237	$2,338
Percent Change	-100%	-46%	124%
Updated Multi-Family Fee per Dwelling Unit	$0	$109	$4,424
Current Multi-Family Fee per Dwelling Unit	$729	$176	$1,735
Percent Change	-100%	-38%	155%

Source: Current fees from City of Chandler, *System Development Fee Schedule, Effective July 28, 2014*; updated fees from Table 40.

Capital Plan

Assuming that growth occurs as projected in the land use assumptions, the City plans to complete the park improvements listed in Table 42 over the next ten years, as well as repay outstanding debt/interfund loans on existing improvements with excess capacity, pay encumbrances on projects currently underway, and pay for required study updates and audits required by SB 1525.

Table 42. Park Capital Plan, 2022-2032

Improvement/Expenditure	Northwest	Northeast	Southeast
Mesquite Groves Comm. Park Dev't, Ph. I (30-acre part)	$0	$0	$20,519,574
Lantana Ranch Nhood Park Design/Dev't (21.6 acres)	$0	$0	$9,572,156
Subtotal, Planned Improvements	$0	$0	$30,091,730
Outstanding Debt/Interfund Loans	$2,825,224	$5,853,189	$0
Encumbrances/Carry-Forwards	$0	$2,078,184	$715,925
Required System Development Fee Studies	$0	$16,475	$16,475
Required Biennial Audits	$0	$5,000	$5,000
Total Planned Eligible Expenditures	$2,825,224	$7,952,848	$30,829,130

Source: Planned improvements and costs from City of Chandler, 2023-2032 *Capital Improvement Program*; debt/interfund loans and encumbrances from Table 120, study cost from Table 123 and audit cost from Table 124 allocated equally between the northeast and southeast service areas.

For the Northeast and Southeast service areas, the updated park fees would provide all the needed revenue by buildout, but less than the revenue needed over the next ten years, as shown in Table 43 below. The City will need to defer repayment of some debt/interfund loans beyond ten years.

Table 43. Park Fee Revenue Projections, 2022-Buildout

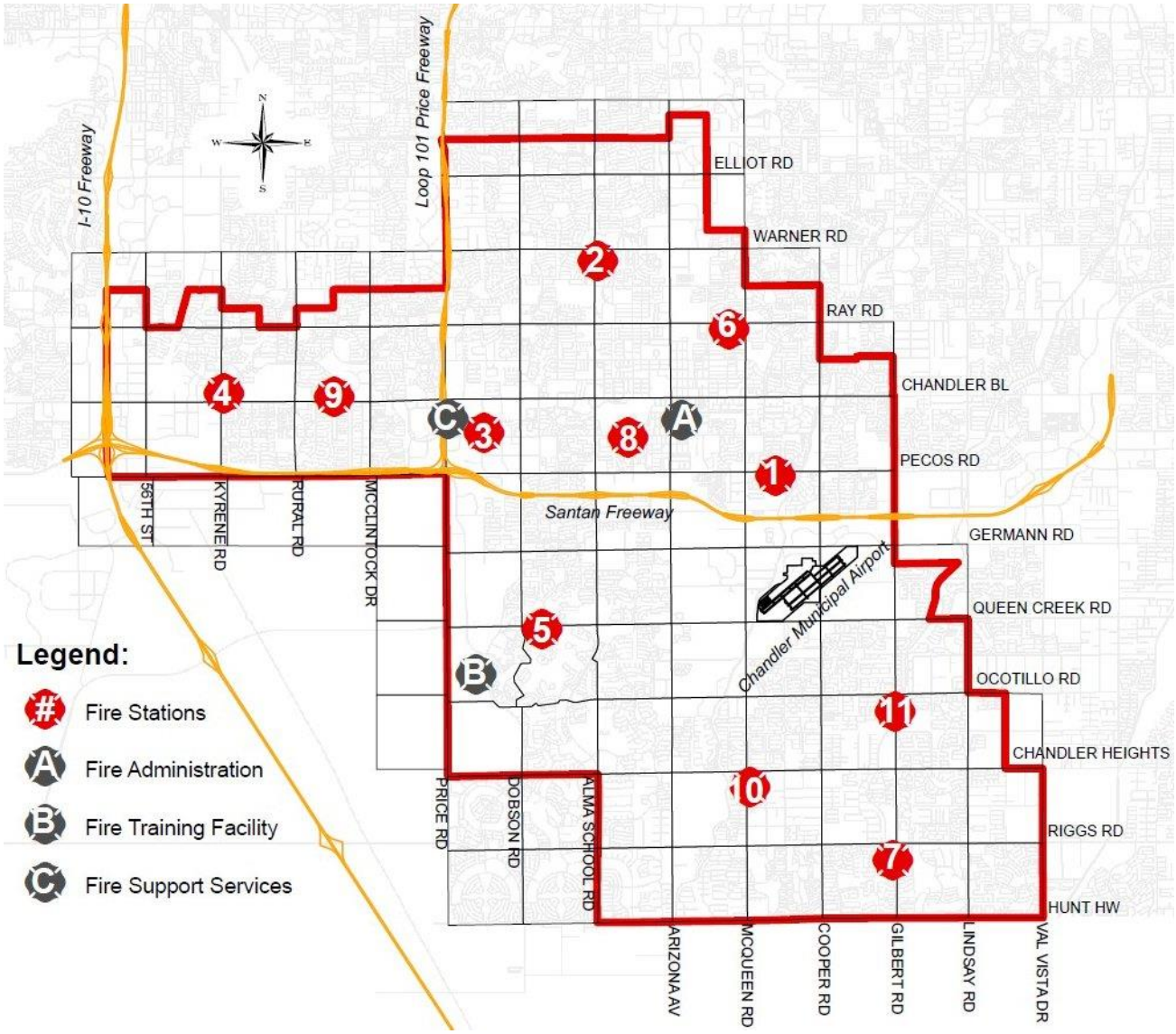
	2022-2032	2022-Buildout
Northeast Service Area		
New Park EDUs, Northeast Service Area	5,178	12,041
x Net Cost per EDU	$129	$129
Projected Revenue	$667,962	$1,553,289
÷ Needed Revenue	$1,528,805	$1,549,280
% of Needed Revenue, Northeast	44%	100%
Southeast Service Area		
New Park EDUs, Southeast Service Area	1,259	1,691
x Net Cost per EDU	$5,242	$5,242
Projected Revenue	$6,599,678	$8,864,222
÷ Needed Revenue	$8,844,323	$8,864,798
% of Needed Revenue, Southeast	75%	100%

Source: New service units from Table 29; net cost per EDU is the lowest cost per EDU from Table 39; needed revenue from Table 37 (2022-2032) and Table 38 (2022-buildout).

FIRE

This section updates the City's fire system development fees in compliance with the Arizona impact fee enabling act for municipalities. The Chandler Fire Department operates out of eleven fire stations, a fire administration building and a support services facility. The locations of existing fire facilities are shown in Figure 8.

Figure 8. Existing Fire Facilities



Service Units

Disparate types of development must be translated into a common unit of measurement that reflects the impact of new development on the demand for fire facilities. This unit of measurement is called a "service unit."

The two most common methodologies used in calculating public safety service units and impact fees are the "calls-for-service" approach and the "functional population" approach. A major problem with relying on call data is that it tends to be unstable over time. This means that fees often go up or down significantly for individual land uses each time the fees are updated. This update continues to use the "functional population" approach to calculate and assess the fire system development fees. This approach is a generally-accepted methodology for these impact fee types and is based on the observation that demand for public safety facilities tends to be proportional to the presence of people.

Similar to the concept of full-time equivalent employees, functional population represents the number of "full-time equivalent" people present at the site of a land use. Functional population represents the average number of equivalent persons present at the site of a land use for an entire 24-hour day. For residential development, functional population is simply average household size times the percentage of time people spend at home. For nonresidential development, functional population is based on a formula that includes square feet per employee ratios, trip generation rates, average vehicle occupancy and average number of hours spent by employees and visitors at a land use. These all tend to be relatively stable characteristics that do not change significantly over short periods of time. Functional population multipliers by land use are calculated in Appendix B. The functional population multipliers are converted into service units (Equivalent Dwelling Units or EDUs), by dividing the functional population per unit for each land use type by the functional population for a single-family unit, as shown in Table 44.

Table 44. Fire Service Unit Multipliers

Land Use	Unit	Func. Pop./ Unit	EDUs/ Unit
Single-Family	Dwelling	1.89	1.000
Multi-Family	Dwelling	1.59	0.841
Retail/Commercial	1,000 sq. ft.	1.98	1.048
Office	1,000 sq. ft.	1.04	0.550
Industrial/Warehouse	1,000 sq. ft.	0.47	0.249
Public/Institutional	1,000 sq. ft.	0.99	0.524

Source: Functional population per unit from Table 117 (residential) and Table 118 (nonresidential) in Appendix B; EDUs per unit is functional population per unit divided by functional population per single-family unit.

The number of service units in the fire service area can be determined by multiplying the amount of development by the service unit multipliers for each land use type and summing for the area. Existing and projected service units (EDUs) are calculated in Table 45 below for the 2022-2032 planning horizon and for buildout.

Table 45. Fire Service Units, 2022-Buildout

Land Use	Unit	Units	EDUs per Unit	EDUs
Single-Family	Dwelling	80,938	1.000	80,938
Multi-Family	Dwelling	32,692	0.841	27,494
Retail/Commercial	1,000 sq. ft.	18,758	1.048	19,658
Office	1,000 sq. ft.	8,088	0.550	4,448
Industrial/Warehouse	1,000 sq. ft.	45,476	0.249	11,324
Public/Instititional	1,000 sq. ft.	12,407	0.524	6,501
Total 2022 Service Units (EDUs)				150,363
Single-Family	Dwelling	82,726	1.000	82,726
Multi-Family	Dwelling	38,237	0.841	32,157
Retail/Commercial	1,000 sq. ft.	19,859	1.048	20,812
Office	1,000 sq. ft.	10,027	0.550	5,515
Industrial/Warehouse	1,000 sq. ft.	53,757	0.249	13,385
Public/Instititional	1,000 sq. ft.	12,929	0.524	6,775
Total 2032 Service Units (EDUs)				161,370
Single-Family	Dwelling	84,116	1.000	84,116
Multi-Family	Dwelling	45,390	0.841	38,173
Retail/Commercial	1,000 sq. ft.	21,367	1.048	22,393
Office	1,000 sq. ft.	12,683	0.550	6,976
Industrial/Warehouse	1,000 sq. ft.	65,098	0.249	16,209
Public/Instititional	1,000 sq. ft.	13,644	0.524	7,149
Total Buildout Service Units (EDUs)				175,016
New EDUs, 2022-2032				11,007
New EDUs, 2022-Buildout				24,653

Source: Units from Table 7 (residential) and Table 10 (nonresidential) in the Land Use Assumptions section; EDUs per unit from Table 44.

Cost per Service Unit

As described in the Methodology subsection of the Legal Framework section, the updated system development fees are based on the lowest of three costs per service unit: existing level of service, ten-year cost and buildout cost.

Existing Level of Service

The cost per service unit to provide fire protection to new development is based on the existing level of service provided to existing development. The level of service is quantified as the ratio of the replacement cost of existing fire capital facilities to existing fire service units. The inventory of the City's existing fire facilities is provided in Table 46. The City's fire training facility has been excluded, as it is not eligible for fire impact fees under SB 1525. Replacement costs of existing facilities are estimated based on the construction cost per square foot for the most recent fire station and the land cost per acre of the City's most recent park land purchase.

Table 46. Existing Fire Facilities

Facility	Year Built	Bldg. (s.f.)	Land (ac.)
Fire Station #1	2015	13,500	2.00
Fire Station #2	1985	8,000	2.91
Fire Station #3	1999	11,974	1.72
Fire Station #4	1985	7,328	1.85
Fire Station #5	1998	8,200	0.79
Fire Station #6	2002	8,000	1.54
Fire Station #7	2003	8,000	1.66
Fire Station #8	2004	9,434	1.84
Fire Station #9	2006	10,200	1.84
Fire Station #10	2008	10,264	2.81
Fire Station #11	2018	11,600	2.50
Fire Administration Building	2009	18,700	1.35
Fire Maintenance Facility	1985	15,010	1.29
Total		140,210	24.10
x Cost per Sq. Foot or Acre		$308	$153,514
Total Replacement Value		$43,184,680	$3,699,687

Source: City of Chandler Fire Department, November 24, 2021, cost per building square foot from cost for Station #11, February 2, 2018; cost per acre is park land cost from Table 30.

In addition to land and buildings, fire services require firefighting apparatus. The City's current fire vehicles have a total replacement cost, based on current unit costs, of almost $18 million, as summarized in Table 47.

Table 47. Fire Apparatus

Fire Appartus	Quantity	Unit Cost	Replacment Value
Engine	16	$650,000	$10,400,000
Ladder Truck, 95'	3	$1,300,000	$3,900,000
Ladder Truck, Reserve	2	$1,100,000	$2,200,000
Heavy Rescue	1	$700,000	$700,000
Tanker	1	$300,000	$300,000
Utility	1	$450,000	$450,000
Total Replacement Value			$17,950,000

Source: City of Chandler, November 23, 2021.

The existing level of service can be expressed in terms of current cost per service unit. However, in addition to the costs of existing facilities, current fund balances and outstanding debt/interfund loans for existing facilities must also be taken into consideration. The existing level of service is $409 per EDU, as shown in Table 48.

Table 48. Fire Existing Level of Service

Building Cost	$43,184,680
Land Cost	$3,699,687
Apparatus Cost	$17,950,000
Total Replacement Cost	$64,834,367
– Interfund Loan Obligations	-$3,588,007
Fund Balance	$239,385
Net Replacement Cost	$61,485,745
÷ Existing Service Units (EDUs)	150,363
Existing Level of Service (Cost per EDU)	$409

Source: Building and land cost from Table 46; apparatus cost from Table 47; outstanding debt/interfund loans and fund balance from Table 120; existing (2022) EDUs from Table 45.

Ten-Year Cost per Service Unit

The City does not plan any capacity improvements over the next ten years. The ten-year cost per service unit represents costs that will be incurred by the City over the next ten years to repay outstanding interfund loans associated with existing capacity available to serve new development, pay encumbrances for projects currently underway, and pay for updated studies. The results are shown in Table 49 and indicate a ten-year cost per service unit of $308 per EDU.

Table 49. Fire Ten-Year Cost per Service Unit

Interfund Loan Obligations	$3,588,007
Encumbrances for Projects Under Construction	$0
Required Fee Study Updates and Biennial Audits	$42,950
Total Planned Expenditures	$3,630,957
– Fund Balance	-$239,385
Total Revenue Needs	$3,391,572
÷ New Service Units (EDUs), 2022-2032	11,007
Ten-Year Cost per Service Unit (EDU)	$308

Source: Outstanding interfund loans, encumbrances, and fund balance from Table 120; study and audit costs from Table 123 and Table 124; new service units from Table 45.

Buildout Cost per Service Unit

The City plans to construct a new fire station in the southeast part of the city sometime after the next ten years. The buildout cost also includes current outstanding obligations and the cost of additional update studies and audits. The results are shown in Table 50 and indicate a buildout cost per service unit of $822 per EDU.

Table 50. Fire Buildout Cost per Service Unit

New Southeast Fire Station #12	$16,823,500
Interfund Loan Obligations	$3,588,007
Encumbrances for Projects Under Construction	$0
Required Fee Study Updates and Biennial Audits	$83,900
Total Planned Expenditures	$20,495,407
– Fund Balance	-$239,385
Total Revenue Needs	$20,256,022
÷ New Service Units (EDUs), 2022-Buildout	24,653
Buildout Cost per Service Unit (EDU)	$822

Source: Estimated cost of planned new station (in FY 2033 dollars) from City of Chandler, January 16, 2023; outstanding debt/interfund loans, encumbrances, and fund balance from Table 120; study and audit costs from Table 123 and Table 124; new service units from Table 45.

Cost per Service Unit Summary

The three costs per service unit calculated above are summarized in Table 51. The updated system development fees are based on the ten-year cost per service unit, which is the lowest of the three.

Table 51. Fire Cost per Service Unit

Existing Cost per Service Unit	$409
Ten-Year Cost per Service Unit	$308
Buildout Cost per Service Unit	$822
Lowest Cost per Service Unit	$308

Source: Existing from Table 48; ten-year from Table 49; buildout from Table 50.

Net Cost per Service Unit

As noted in the Legal Framework section of this report, impact fees should be reduced (or "offset") to account for other types of revenues that will be generated by new development and used to fund capacity-expanding improvements of the same type as those to be funded by the impact fees. Cases in which such an offset is warranted include funding of existing deficiencies, outstanding debt payments on existing facilities, and dedicated revenue sources to fund growth-related improvements.

The fire system development fees calculated in this report are based on a lower cost per service unit than the existing level of service, so there are no existing deficiencies. Other than system development fees, the City has no dedicated source of revenue to fund growth-related fire improvements. The City has not received any grant funding for fire improvements in recent years, and does not anticipate any grants over the next ten years.

The City has funded fire improvements with system development fees or using loans from the general fund to advance-fund certain improvements. The updated fees are lower than they would be based on the existing level of service, which was reduced to account for outstanding interfund loans used to build existing capacity that will serve future development.

Future system development fees can be used to repay outstanding interfund loans without raising double-payment issues. The City does have some additional non-eligible debt on the fire training facility, but this can legitimately be retired with future general funds raised from both existing and future development, because the training facility has not been included in determining the existing level of service. Consequently, no additional offsets are warranted, and the cost per service unit calculated above is the same as the net cost per service unit.

Updated System Development Fees

The updated fire system development fees that may be adopted by the City based on this study are the products of the numbers of service units generated by a unit of development and the net cost per service unit calculated above. The resulting fee schedule is presented in Table 52.

Table 52. Fire Net Cost Schedule

Land Use	Unit	EDUs/ Unit	Net Cost/ EDU	Net Cost/ Unit
Single-Family	Dwelling	1.000000	$308	$308
Multi-Family	Dwelling	0.841000	$308	$259
Retail/Commercial	Sq. Ft.	0.001048	$308	$0.323
Office	Sq. Ft.	0.000550	$308	$0.169
Industrial/Warehouse	Sq. Ft.	0.000249	$308	$0.077
Public/Institutional	Sq. Ft.	0.000524	$308	$0.161

Source: EDUs per unit from Table 44 (nonresidential divided by 1,000 to convert from per 1,000 sq. ft. to per square foot); net cost per EDU is the lowest cost per EDU from Table 51.

The updated fire fees are compared to current fees in Table 53. The updated fees are higher than current fees for all land use categories except office.

Table 53. Current and Updated Fire Fees

Land Use	Unit	Current Fees	Updated Fees	Percent Change
Single-Family	Dwelling	$218	$308	41%
Multi-Family	Dwelling	$161	$259	61%
Retail/Commercial	Sq. Ft.	$0.22	$0.32	47%
Office	Sq. Ft.	$0.20	$0.17	-16%
Industrial/Warehouse	Sq. Ft.	$0.04	$0.08	93%
Public/Institutional	Sq. Ft.	$0.06	$0.16	168%

Source: Current fees from Table 1; updated fees from Table 52.

Capital Plan

Assuming that growth occurs as projected in the land use assumptions, the City plans to fund approximately $3.6 million in growth-related fire expenditures over the next ten years, as summarized in Table 54.

Table 54. Fire Capital Plan, 2022-2032

Improvement	10-Year Cost
Outstanding Debt/Interfund Loans	$3,588,007
Required System Development Fee Studies	$32,950
Required Biennial Audits	$10,000
Total	$3,630,957

Source: Interfund loan balance from Table 120; study cost from Table 123 audit cost from Table 124.

Projected fire system development fee revenue over the next ten years, based on new development anticipated by the land use assumptions, would be sufficient to cover 100% of ten-year costs but only 38% of buildout costs, which include a new fire station. The City will need to increase fees once the new fire station is within the 10-year horizon.

Table 55. Projected Fire Fee Revenue, 2022-Buildout

	2022-2032	2022-Buildout
New Service Units (EDUs)	11,007	24,653
x Net Cost per Service Unit (EDU)	$308	$308
Projected Revenue	$3,390,156	$7,593,124
Current Fund Balance	$239,385	$239,385
Total System Development Fee Funds Available	$3,629,541	$7,832,509
÷ Planned Expenditures	$3,630,957	$20,495,407
Percent of Costs Covered by Fire Fees	100%	38%

Source: New service units from Table 45; net cost per service unit is the lowest cost per EDU from Table 51; current fund balance from Table 120; 2022-2032 planned expenditures from Table 54; 2022-buildout expenditures from Table 50.

POLICE

This section updates the City's police system development fees in compliance with the Arizona impact fee enabling act for municipalities.

Service Units

Disparate types of development must be translated into a common unit of measurement that reflects the impact of new development on the demand for police facilities. This unit of measurement is called a "service unit." This update continues to use the "functional population" approach to calculate and assess the police system development fees. This approach is a generally-accepted methodology for these impact fee types and is based on the observation that demand for public safety facilities tends to be proportional to the presence of people at a particular site. It is more fully described in the Fire section and in Appendix B.

As with the City's fire system development fees, the police service area is also city-wide. Since the number of fire service units is also calculated using functional population, the existing and projected police service units (Equivalent Dwelling Units or EDUs) for the 2022-2032 ten-year planning horizon and to buildout are the same as those calculated earlier for the fire system development fees (see Table 45 in the Fire section).

Cost per Service Unit

As described in the Methodology subsection of the Legal Framework section, the updated system development fees are based on the lowest of three costs per service unit: existing level of service, ten-year cost and buildout cost.

Existing Level of Service

The cost per service unit to provide police protection to new development should not exceed the existing level of service provided to existing development. The existing level of service is quantified as the ratio of the replacement cost of existing police capital facilities to existing police service units. The inventory of the City's existing police facilities is provided in Table 56. Replacement costs of existing facilities are estimated based on the estimated construction cost per square foot for the planned Public Safety Training Center and the land cost per acre based on the City's most recent land purchases for parks.

Table 56. Existing Police Facilities

Facility	Year Built	Bldg. (s.f.)	Land (ac.)
Police Headquarters	1998	67,529	5.85
Police Dispatch/Family Advocacy Center	1990	11,243	0.46
Property & Evidence	1976/2003	30,430	1.83
Chandler Heights Substation	2008	21,841	4.50
Desert Breeze Substation	2006	21,253	5.00
Hamilton Facility	1990	13,816	1.74
Total Building Square Feet/Acres		166,112	19.38
x Unit Cost		$346	$153,514
Total Replacement Value		$57,474,752	$2,975,101

Source: Year built, square feet, and land area from City of Chandler Police Department, December 23, 2021, cost per building square foot is estimated construction cost per square foot for phase 1 of Public Safety Training Center per City of Chandler Police Department, September 6, 2017; land cost per acre is park cost per acre from Table 30.

The existing level of service can be expressed in terms of the current cost per service unit. In addition to the costs of existing facilities, the current fund balance and interfund loans must also be taken into consideration. The existing level of service is $390 per EDU, as shown in Table 57.

Table 57. Police Existing Level of Service

Police Buildings	$57,474,752
Land Value	$2,975,101
Total Replacement Cost	$60,449,853
Fund Balance	$257,453
– Interfund Loan Obligations	-$2,008,425
Total Existing Facility Value	$58,698,881
÷ Existing Service Units (EDUs)	150,363
Existing LOS (Replacement Value per EDU)	$390

Source: Building and land cost from Table 56; outstanding debt/interfund loans and fund balance from Table 120; existing (2022) EDUs from Table 45.

Ten-Year Cost per Service Unit

The City does not plan to construct any new impact fee-eligible police capital improvements over the next ten years. The City has already constructed all the improvements it will need to serve buildout development. However, not all the improvements have been fully paid for. The City will need to repay interfund loans from the general fund and to pay for required study updates and audits over the next ten years. The results are shown in Table 58 and indicate a ten-year cost per service unit of $163 per EDU.

Table 58. Police Ten-Year Cost per Service Unit

Interfund Loans for Past Projects	$2,008,425
Required Fee Study Updates and Biennial Audits	$42,950
Total Planned Expenditures	$2,051,375
– Fund Balance	-$257,453
Total Revenue Needs	$1,793,922
÷ New Service Units (EDUs), 2022-2032	11,007
Ten-Year Cost per Service Unit (EDU)	$163

Source: Outstanding interfund loans and fund balance from Table 120; study cost from Table 123; new service units from Table 45.

Buildout Cost per Service Unit

The buildout cost per service unit includes the outstanding pledged debt and the cost of required SDF study updates and audits. Since most of these costs will be incurred over the next ten years, the City's buildout revenue needs are the same as its ten-year needs, with the exception that additional fee study update and audits will be required. The results are shown in Table 59 and indicate a buildout cost per service unit of $74 per EDU.

Table 59. Police Buildout Cost per Service Unit

Interfund Loans for Past Projects	$2,008,425
Required Fee Study Updates and Biennial Audits	$83,900
Total Planned Expenditures	$2,092,325
– Fund Balance	-$257,453
Total Revenue Needs	$1,834,872
÷ New Service Units (EDUs), 2022-Buildout	24,653
Buildout Cost per Service Unit (EDU)	$74

Source: Interfund loans and fund balance from Table 120; study and audit cost from Table 123 and Table 124; new service units from Table 45.

Cost per Service Unit Summary

The three costs per service unit calculated above are summarized in Table 60. The updated system development fees are based on the buildout cost per service unit, which is the lowest of the three.

Table 60. Police Cost per Service Unit

Existing Cost per Service Unit	$390
Ten-Year Cost per Service Unit	$163
Buildout Cost per Service Unit	$74
Lowest Cost per Service Unit	$74

Source: Existing from Table 57; ten-year from Table 58; buildout from Table 59.

Net Cost per Service Unit

As noted in the Legal Framework section of this report, impact fees should be reduced (or "offset") in order to account for other types of revenues that will be generated by new development and used to fund capacity-expanding improvements of the same type as those to be funded by the impact fees. Cases in which such an offset is warranted include funding of existing deficiencies, outstanding debt payments on existing facilities, and dedicated revenue sources to fund growth-related improvements.

The police system development fees calculated in this report are based on the buildout level of service, which is lower than the existing level of service, so there are no existing deficiencies. Other than system development fees, the City has no dedicated source of revenue to fund growth-related police improvements. The City has not received any grant funding for police improvements in recent years, and does not anticipate any grants over the next ten years.

The City has funded police improvements with system development fees or using general fund revenues, either on a pay-go basis or to retire debt. The updated fees are lower than the existing level of service, which has been reduced to account for outstanding interfund loans used to build some existing capacity that will serve future development. Future system development fees can be used to repay that obligation without raising double-payment issues. Consequently, no additional offsets are warranted, and the net cost per service unit is the same as the cost per service unit calculated above.

Updated System Development Fees

The updated police system development fees that may be adopted by the City based on this study are the products of the number of service units generated by a unit of development for each land use and the net cost per service unit calculated above. The resulting updated fee schedule is presented in Table 61.

Table 61. Police Net Cost Schedule

Land Use	Unit	EDUs/ Unit	Net Cost/ EDU	Net Cost/ Unit
Single-Family	Dwelling	1.000000	$74	$74
Multi-Family	Dwelling	0.841000	$74	$62
Retail/Commercial	Sq. Ft.	0.001048	$74	$0.078
Office	Sq. Ft.	0.000550	$74	$0.041
Industrial/Warehouse	Sq. Ft.	0.000249	$74	$0.018
Public/Institutional	Sq. Ft.	0.000524	$74	$0.039

Source: EDUs per unit same as for fire from Table 44; net cost per EDU is the lowest cost per EDU from Table 60.

The updated police fees are compared to current fees in Table 62. The updated fees are lower than current fees for all land uses except public/institutional.

Table 62. Current and Updated Police Fees

Land Use	Unit	Current Fees	Updated Fees	Percent Change
Single-Family	Dwelling	$127	$74	-42%
Multi-Family	Dwelling	$94	$62	-34%
Commercial	Sq. Ft.	$0.130	$0.078	-40%
Office	Sq. Ft.	$0.110	$0.041	-63%
Industrial/Warehouse	Sq. Ft.	$0.020	$0.018	-10%
Public/Institutional	Sq. Ft.	$0.030	$0.039	30%

Source: Current fees from Table 1; updated fees from Table 61.

Capital Plan

The City has approximately $2 million in growth-related police capital costs to be paid over the next ten years, as summarized in Table 63.

Table 63. Police Capital Plan, 2022-2032

Improvement/Expenditure	10-Year Cost
FY 2006/2007 Interfund Loan for South Substation	$2,008,425
Required System Development Fee Studies	$32,950
Required Biennial Audits	$10,000
Total	$2,051,375

Source: Interfund loan amount from Table 120; study cost from Table 123; audit cost from Table 124.

Projected police system development fee revenue over the next ten years, based on new development anticipated by the land use assumptions, is $0.81 million. With the inclusion of the current fund balance, the City would have $1.07 million in system development fee funds available to spend over the next ten years, as shown in Table 64. The City will need to defer some of the interfund loan repayment beyond ten years, but should recover the full cost by buildout.

Table 64. Projected Police Fee Revenue, 2022-Buildout

	2022-2032	2022-Buildout
New Service Units (EDUs)	11,007	24,653
x Net Cost per Service Unit (EDU)	$74	$74
Projected Revenue	$814,518	$1,824,322
Current Fund Balance	$257,453	$257,453
Total System Development Fee Funds Available	$1,071,971	$2,081,775
÷ Planned Expenditures	$2,051,375	$2,092,325
Percent of Costs Covered by Police Fees	52%	99%

Source: New service units from Table 45; net cost per service unit is the lowest cost per EDU from Table 60; current fund balance from Table 120 in Appendix C; 2022-2032 planned expenditures from Table 63; 2022-buildout planned expenditures from Table 59.

PUBLIC BUILDINGS

The City's public building system development fee funds administrative buildings, fleet maintenance facilities and other general government facilities not covered by the City's arterial street, park, fire, police, water and wastewater system development fees. Public building fees are no longer authorized by SB 1525 as of January 1, 2012. However, SB 1525 allows cities to continue to collect public building fees to repay debt service obligations for improvement financed before June 1, 2011 that impact fees were pledged to repay.

Attorneys working with the Arizona League of Cities and Towns have interpreted the language of SB 1525 to allow pledges of impact fees to include repayment of interfund loans as well as formal debt instruments. The League's model development impact fee ordinance defines the term "financing or debt" as follows:

> *Any debt, bond, note, loan, interfund loan, fund transfer, or other debt service obligation used to finance the development or expansion of a Capital Facility.*

The City recorded two interfund loans from the general fund to the public building system development fee fund for a portion of the cost of construction of the City Hall complex, which was completed in 2010. The interfund loans were made in fiscal years 2010 and 2011, for a total of $4,369,352. The current interfund loan balance is $1,764,427. Public building system development fees were pledged to retire this loan by repaying the general fund.

Because public building fees are no longer authorized, SB 1525 update requirements, including preparation of infrastructure improvements plans, do not apply, and the City may continue to charge its current fees until the interfund loan is repaid. The current outstanding interfund loan amount, net of the current fund balance, is about $1.6 million, as shown in Table 65.

Table 65. Remaining Public Building Pledged Debt

Outstanding Interfund Loan	$1,764,427
– Current Fund Balance	-$153,003
Future Revenue Needed	$1,611,424

Source: Outstanding interfund loan and fund balance from Table 120.

Based on the land use assumptions, new development will generate approximately $1.2 million over the next ten years, as shown in Table 66 below. By buildout, new development could generate about $2.7 million, but the public building fees will cease to be collected when the pledged debt obligation is repaid.

Table 66. Public Building Revenue Projections, 10-Year and to Buildout

	10-Year	Buildout
New EDUs	11,007	24,653
x Current Fee for a Single-Family Unit	$110	$110
Projected Revenue	$1,210,770	$2,711,830

Source: New EDUs from Table 45 in Fire section; current single-family fee from Table 1; projected revenue is new EDUs times current fee per single-family unit.

WATER

This section updates the City's water system development fees in compliance with the Arizona impact fee enabling act for municipalities.

Service Units

To calculate water and wastewater impact fees, the demand associated with different types of customers must be expressed in a common unit of measurement, called a "service unit." The service unit for the City's water and wastewater system development fees is an "equivalent dwelling unit" (EDU). An EDU is a single-family dwelling unit or its equivalent in terms of water demand.

Residential development is charged per dwelling unit. A single-family unit is, by definition, one EDU. Multi-family development is assessed based on the average water demand of a multi-family unit compared to a single-family unit. Average demand during the summer months is used for this purpose, because water facilities must be sized to accommodate peak season usage. Based on average water demand per unit during the summer months for the last five years, a multi-family unit represents 0.334 water EDUs, as shown in Table 67.

Table 67. Water Demand per Multi-Family Unit

Average Daily Summer Water Consumption (gpd) per Multi-Family Unit	138
÷ Average Daily Summer Water Consumption (gpd) per Single-Family Unit	414
Multi-Family EDUs/Unit	0.334

Source: City of Chandler water billing data for the summer months (May through September), average of fiscal year 2017-2021 data provided by City on August 6, 2022.

The number of water service units associated with a nonresidential customer is determined by the capacity of the water meter relative to the capacity of the smallest meter size. Table 68 on the following page presents EDU multipliers for various meter sizes based on meter capacities.

Table 68. Meter Capacity Ratios

Meter Size	Type	Capacity (gpm)	EDU Multiplier
5/8" x 3/4"	Disc	10	1.0
3/4"	Disc	15	1.5
1"	Disc	25	2.5
1 1/2"	Disc	50	5.0
2"	Disc/Turbine	80	8.0
3"	Compound	225	22.5
4"	Compound	250	25.0
6"	Compound	500	50.0
8"	Compound	800	80.0
3"	Turbine	175	17.5
4"	Turbine	300	30.0
6"	Turbine	625	62.5
8"	Turbine	900	90.0
10"	Turbine	1,450	145.0
12"	Turbine	2,150	215.0
16"	Turbine	3,100	310.0

Source: Meter capacities in gallons per minute (gpm) represent the recommended maximum rates for continuing operations from Chandler Public Works & Utilities Department, January 4, 2023.

The number of existing water service units are estimated based on the number of current City water customers and the service unit multipliers described above. As shown in Table 69, the City's current water customer base amounts to 124,954 service units (EDUs).

Table 69. Existing Water Service Units

Meter Size	Type	Units or Meters	EDU Multiplier	EDUs
5/8"x3/4"	Disc	545	1.0	545
3/4"	Disc	274	1.5	411
1"	Disc	1,250	2.5	3,125
1 1/2"	Disc	1,226	5.0	6,130
2"	Disc/Turbine	1,791	8.0	14,328
3"	Compound	94	22.5	2,115
4"	Compound	57	25.0	1,425
6"	Turbine	27	62.5	1,688
8"	Turbine	13	90.0	1,170
10"	Turbine	7	145.0	1,015
12"	Turbine	1	215.0	215
16"	Turbine	3	310.0	930
Subtotal, Nonresidential		5,288	n/a	33,097
Single-Family Units		80,938	1.000	80,938
Multi-Family Units		32,692	0.334	10,919
Total Water EDUs				124,954

Source: Residential units and nonresidential meters (excluding hydrant and fire flow meters) from City of Chandler, Public Works & Utilities Department, August 6, 2022; multi-family EDU multiplier from Table 67; EDU multipliers by meter size from Table 68.

The number of service units should increase proportionately with the increase in water demand. As shown in Table 70, average daily water demand and service units are projected to increase by 23,575 over the next ten years, and by 42,442 from 2022 to buildout.

Table 70. Water Demand and Service Units, 2022-Buildout

	2020	2022	2032	Buildout
Water Avg. Daily Demand (gpd)	60,500,000	62,870,000	74,710,000	84,200,000
Water EDUs		124,954	148,529	167,396
New EDUs, 2022-2032			23,575	
New EDUs, 2022-Buildout				42,442

Source: 2020 and buildout average day water demand from City of Chandler, August 6, 2022 (2022 is straight-line interpolation between 2020 and an estimated 2040 buildout; 2032 is 55.5% of remaining 2022-buildout demand (percent of city-wide population from Table 6 and employment from Table 9 in the Land Use Assumptions section); 2022 water EDUs from Table 69; 2032 and buildout EDUs projected to increase proportionately to water demand.

Cost per Service Unit

As described earlier in the Methodology subsection of the Legal Framework section, the updated system development fees are based on the lowest of three costs per service unit: existing level of service, ten-year cost and buildout cost.

Existing Level of Service

The existing level of service for the water system development fees is quantified, in large part, by the capacity provided by existing water facilities and the current cost to construct that capacity. Water production facilities (surface water treatment plants and wells) must be sized for maximum day demand. System-wide maximum day water demand (in millions of gallons or mgd) and water production capacity are summarized in Table 71 for both existing and buildout conditions. Current water production capacity is sufficient to accommodate buildout demand.

Table 71. Water Demand and Capacity, 2022-Buildout

	2022	Buildout
Annual Average Day Demand (mgd)	62.87	84.20
x Peaking Factor	1.33	1.33
Maximum Day Demand (mgd)	83.62	111.99
Total Production Capacity (mgd)	149.30	149.30

Source: Average day demand projections and peaking factor from City of Chandler Public Works & Utilities Department, August 6, 2022; 2022 and buildout capacity from Table 72.

Chandler's water production capacity consists of the City-owned Surface Water Treatment Plant, the City-owned capacity in the San Tan Vista Water Treatment Plant co-owned with the Town of Gilbert, and the firm capacity of the City's groundwater wells (firm capacity is capacity with the largest well in each pressure zone out of service). Existing water production capacities available to meet maximum day demands are detailed in Table 72. The City has sufficient existing capacity to accommodate projected buildout demand.

Table 72. Existing Water Production Capacity

Water Production Facility	Capacity (mgd)
Surface Water Treatment Plant	60.0
San Tan Vista WTP, Phases I & II	24.0
Subtotal, Treatment Plants	84.0
Airport Well	2.3
Amberwood Well	1.5
Appleby Well	2.3
Arrowhead Well	2.9
Bright Angel Well	1.0
Brooks Crossing Well*	3.3
Bush Way Well	1.8
Colt Well	2.3
Desert Breeze Well	4.2
East Knox	0.7
Eastwood Well	2.2
Fire Station Well	2.4
Frye Well	2.4
Hahn Well (owned by SRP)	2.1
Hightown Well	2.7
Iris Well	1.6
Knox Well	2.2
Lindsay Well*	3.4
McDermott Well	2.2
McQueen Well	2.9
Monterey Well*	5.0
Normal Well	1.9
Ocotillo Well	1.1
Pennington Well	2.5
Pleasant Well	1.5
Price South Well No. 2	1.0
Riggs Well	2.0
Roosevelt Well	2.2
Rural Road Well	4.2
Shawnee Well	1.9
Warner Well (owned by SRP)	3.0
Subtotal, Wells	72.7
Subtotal, Well Firm Capacity*	65.3
Total Firm Capacity	149.3

* firm capacity excludes largest well in each pressure zone and Brooks Crossing, which is dedicated for industrial use

Source: City of Chandler Public Works & Utilities Department, August 6, 2022 (total firm capacity is sum of treatment plant capacity and firm well capacity).

A water system must have sufficient storage capacity to meet peak day as well as peak hour requirements. According to the City's most recent water master plan, Chandler currently has sufficient storage capacity to accommodate buildout needs. The existing storage capacity is summarized in Table 73.

Table 73. Existing Water Storage Capacity

	Gallons (millions)
Airport Tank	2.0
Alamosa Tank	2.0
Apache Tank	2.0
Arrowhead Tank	2.0
Basha Road Tank	2.0
Brooks Crossing Tank	1.0
Bush Way Tank	2.0
Colt Tank	2.0
Dobson South Tank	2.0
Frye Tank *	n/a
Gilbert Road Tank	2.0
Hahn Tank	2.0
Hunt Highway Tank	2.0
Lindsay Road Tank	2.0
McQueen Tank	1.0
Monterey Tank	2.0
Price South Tank *	n/a
Roosevelt Tank *	n/a
Rural Tank	2.0
SWTP Finished Water Reservoirs	12.0
Total	42.0

* will be removed from service by 2024

Source: City of Chandler Public Works & Utilities Department, August 6, 2022.

Another essential component of a water system is booster pumps, which are used to inject water from treatment plants, direct-pumping wells and storage tanks into the transmission/distribution system at the appropriate pressure. The City's existing booster pump station capacities are summarized in Table 74.

Table 74. Existing Booster Pump Station Capacity

Booster Pump Station	Existing Firm Capacity (mgd)
Airport	2.1
Alamosa	6.0
Apache	3.7
Arrowhead	4.4
Basha Road	6.1
Brooks Crossing	3.3
Bush Way	5.1
Colt	3.8
Dobson South	4.5
Frye	n/a
Gilbert Road	5.8
Hahn	3.9
Hunt Highway	3.8
Lindsay Road	5.7
McQueen	1.7
Monterey	3.1
Price South	n/a
Roosevelt	n/a
Rural	7.3
SWTP Pump Station No. 1	54.0
SWTP Pump Station No. 2	18.0
Direct-Pumping Wells	22.3
Total	164.6

Source: City of Chandler Public Works & Utilities Department, August 6, 2022.

A final component of a water system is the transmission and distribution lines that convey the potable water to the customer. Water impact fees typically charge only for transmission lines, since distribution lines are often constructed by developers without credit against their water impact fees. The City's water master plan does not clearly distinguish between transmission and distribution lines. For this study, transmission lines are defined as any waterline of 16 inches in diameter or greater. The current inventory of transmission lines is provided in Table 75.

Table 75. Existing Water Transmission Lines

Pipe Size (in.)	Linear Feet
16	561,191
20	8,010
24	127,745
30	41,513
36	54,287
42	11,576
48	14,438

Source: City of Chandler Public Works & Utilities Department, August 6, 2022.

Prior to the 2014 update, a separate water resources system development fee was assessed only on new water customers located on lands lacking water rights that can be provided to the City as a condition of water service. These are Salt River Project (SRP) Off-Project and Non-Member lands. In the 2014 update, the cost of water supplies was included in the water system development fee assessed to all new water customers. This change was based on analysis presented in the 2014 study demonstrating that SRP On-Project lands have no additional water rights to offset their additional water demands.

Current and buildout water supplies are summarized in Table 76. This analysis shows that the ratio of water supplies to water demand will fall from now to buildout, indicating that the City currently has sufficient water supply capacity to serve buildout development.

Table 76. Water Supplies, 2022-Buildout

Surface Water Supplies Available (acre-feet/year)	93,605
Groundwater Safe Yield Pumping (acre-feet/year)	4,400
Total Water Supply Available (acre-feet/year)	98,005
x Conversion Factor	0.0008927
Total Water Supply Available (mgd)	87.49
÷ Current Average Day Water Demand (mgd)	62.87
Current Ratio of Water Supply to Average Day Demand	1.39
New Water Supplies Planned to be Acquired (mgd), 2022-Buildout	4.10
÷ New Average Day Water Demand (mgd), 2022-Buildout	21.33
Ratio of New Water Supplies to New Average Day Demand	0.19
Buildout Water Supplies (mgd)	91.59
÷ Buildout Average Day Water Demand (mgd)	84.20
Buildout Ratio of Water Supplies to Average Day Demand	1.09

Source: Current and buildout water supplies from City of Chandler Public Works & Utilities Department, August 6, 2022; acre-feet to mgd conversion factor is 325,851 gallons per acre-foot divided by 365 days per year divided by 1 million; current and buildout average day water demand from Table 71.

The City has made two water supply acquisitions over the past several years. Based on these costs, the current marginal cost of additional water supplies is estimated to be $5.85 per gallon per day, as shown in Table 77. Note that the White Mountain settlement cost will increase with the Consumer Price Index until a dam is built and the settlement is finalized.

Table 77. Water Supplies Cost per Gallon per Day

	Cost	Gallons/Day	Cost/gpd
Gila River Indian Community CAP Purchase, FY 2018-2020	$42,860,000	5,500,000	$7.79
White Mountain Apache Tribe Water Settlement, FY 2020	$13,257,195	4,100,000	$3.23
Water Supplies Cost per Gallon per Day	$56,117,195	9,600,000	$5.85

Source: Planned water supply cost and capacity from City of Chandler, Public Works & Utilities Department, August 6, 2022.

As shown above, there is some excess capacity in current water supplies. The percentage of existing water supplies that are utilized by current customers, based on the projected buildout ratio of water supplies to average day water demand, is estimated at about 78% in Table 78 below.

Table 78. Percent of Water Supplies Currently Utilized

	62.87
Current Average Day Water Demand (mgd)	62.87
x Buildout Ratio of Water Supplies to Daily Demand	1.09
Current Water Supplies Utilized (mgd)	68.39
÷ Existing Water Supplies (mgd)	87.49
Percent of Existing Water Supplies Utilized at Buildout Ratio	78.17%

Source: Current demand, buildout ratio, and existing water supplies from Table 76.

The replacement cost of Chandler's existing water system is estimated based on current capacities and the current unit costs to construct water facilities and to acquire additional water supplies, as shown in Table 79.

Table 79. Replacement Cost of Existing Water Facilities

System Component	Unit	Existing Units	Unit Cost	Replacement Cost
Water Supplies	gallons/day	87,490,000	$5.85	$511,816,500
Treatment Plant Capacity	gallons/day	84,000,000	$3.63	$304,920,000
Well Capacity	gallons/day	65,300,000	$1.69	$110,357,000
Storage Capacity	gallons	42,000,000	$1.62	$68,040,000
Booster Pump Station Capacity	gallons/day	164,600,000	$0.68	$111,928,000
16" Transmission Lines	linear feet	561,191	$325	$182,364,627
20" Transmission Lines	linear feet	8,010	$406	$3,253,662
24" Transmission Lines	linear feet	127,745	$487	$62,268,023
30" Transmission Lines	linear feet	41,513	$609	$25,293,871
36" Transmission Lines	linear feet	54,287	$731	$39,692,483
42" Transmission Lines	linear feet	11,576	$853	$9,874,560
48" Transmission Lines	linear feet	14,438	$975	$14,075,317
Total Existing System Replacement Cost				$1,443,884,043

Source: Existing water supplies from Table 76; unit cost for water supplies from Table 77; existing treatment plant and well firm capacity from Table 72; storage capacity from Table 73; booster pump station capacity from Table 74; linear feet transmission lines from Table 75; unit costs other than water supplies from Public Works & Utilities Department, August 6, 2022.

The existing level of service for water facilities is calculated in Table 80 by dividing the replacement cost of existing facilities utilized by existing customers, less outstanding debt obligations, by the number of existing service units. The result is $7,341 per equivalent dwelling unit (EDU).

Table 80. Water Existing Level of Service

Water System Component	Replacement Cost	Percent Utilized	Cost Utilized	Existing EDUs	Cost/ EDU
Water Supplies	$511,816,500	78.17%	$400,086,958	n/a	n/a
Treatment Plant and Well Facilities	$415,277,000	56.01%	$232,596,648	n/a	n/a
Storage, Pumping, Transmission Facilities	$516,790,543	74.67%	$385,887,498	n/a	n/a
Total Cost	$1,443,884,043		$1,018,571,104	n/a	n/a
– Outstanding Debt/Interfund Loans			-$113,317,614	n/a	n/a
Fund Balance			$12,088,518	n/a	n/a
Net Cost			$917,342,008	124,954	$7,341

Source: Replacement costs from Table 79; percent of water supply from Table 78; percent of treatment plant and well facilities is ratio of existing demand to existing capacity from Table 71; percent of storage, pumping and transmission facilities is ratio of existing to buildout water demand from Table 70; outstanding debt/interfund loans from Table 120; existing (2022) service units from Table 70.

Ten-Year Cost per Service Unit

The City does not plan to make any capacity-expanding improvements to the water system over the next ten years. The City will need to repay outstanding debt and interfund loans on several past capacity projects with excess capacity, pay encumbrances on current projects, and pay for required study updates and biennial audits over the next ten years. The results are shown in Table 81 and indicate a ten-year cost per service unit of $4,426 per EDU.

Table 81. Water Ten-Year Cost per Service Unit

Debt/Interfund Loan Obligations	$113,317,614
Encumbrances on Current Projects	$3,081,634
Required Fee Studies and Biennial Audits	$42,950
Total Expenditures	$116,442,198
– Fund Balance	-$12,088,518
Total Revenue Needs	$104,353,680
÷ New Service Units (EDUs), 2022-2032	23,575
Ten-Year Cost per Service Unit (EDU)	$4,426

Source: Planned project and cost from City of Chandler, 2023-2032 *Capital Improvement Program*; debt/interfund loans, encumbrances, and account balance from Table 120; study and audit costs from Table 123 and Table 124, respectively; new service units from Table 70.

Buildout Cost per Service Unit

No additional improvements to the water system are planned prior to buildout. The buildout cost per service unit represents costs that will be incurred by the City to buildout to repay outstanding debt and interfund loans associated with existing capacity available to serve new development, pay encumbrances on current projects, and pay for study updates and biennial audits from now to buildout. Dividing buildout costs by new service units to buildout results in a buildout cost per service unit of $2,460 per EDU, as shown in Table 82.

Table 82. Water Buildout Cost per Service Unit

Debt/Interfund Loan Obligations	$113,317,614
Encumbrances on Current Projects	$3,081,634
Required Fee Studies and Biennial Audits	$83,900
Total Expenditures	$116,483,148
– Fund Balance	-$12,088,518
Total Revenue Needs	$104,394,630
÷ New Service Units (EDUs), 2022-Buildout	42,442
Buildout Cost per Service Unit (EDU)	$2,460

Source: Planned project and cost from City of Chandler, 2023-2032 *Capital Improvement Program*; debt/interfund loans, encumbrances, and account balance (sum of water and water resources) from Table 120; study and audit costs from Table 123 and Table 124, respectively; new service units from Table 70.

Cost per Service Unit Summary

The three costs per service unit calculated above are summarized in Table 83. The updated system development fees are based on the buildout cost per service unit, which is the lowest of the three.

Table 83. Water Cost per Service Unit

Existing Cost per Service Unit	$7,341
Ten-Year Cost per Service Unit	$4,426
Buildout Cost per Service Unit	$2,460
Lowest Cost per Service Unit	$2,460

Source: Existing from Table 80; ten-year from Table 81; buildout from Table 82.

Net Cost per Service Unit

As noted in the Legal Framework section, impact fees should be reduced (or "offset") to account for other types of revenues that will be generated by new development and used to fund capacity-expanding improvements of the same type as those to be funded by the impact fees. Cases in which such an offset is warranted include funding of existing deficiencies, outstanding debt/interfund loans on existing facilities, and dedicated revenue sources to fund growth-related improvements.

The water system development fees calculated in this report are based on the buildout cost per service unit, which is lower than the existing level of service, so there are no existing deficiencies. The outstanding debt/interfund loans for capacity improvements has been excluded from the existing level of service calculation, and can reasonably be attributed to capacity that is available for future customers. Other than system development fees and water utility rates, the City has no dedicated source of revenue to fund growth-related water improvements. The City has not received any grant funding for water improvements in recent years and does not anticipate any grants over the next ten years. Consequently, no additional offsets are warranted, and the net cost per service unit is the same as the cost per service unit calculated above.

Updated System Development Fees

The updated water system development fees that may be adopted by the City based on this study are determined by multiplying the number of service units generated by a dwelling unit or nonresidential meter by the net cost per service unit calculated above. The resulting updated fee schedule is presented in Table 84.

Table 84. Water Net Cost Schedule

Housing/Meter Type	EDUs per Unit/Meter	Net Cost/ EDU	Net Cost per Unit/Meter
Single-Family Unit	1.000	$2,460	$2,460
Multi-Family Unit	0.334	$2,460	$822
Nonresidential Meter:			
3/4" Disc	1.5	$2,460	$3,690
1" Disc	2.5	$2,460	$6,150
1 1/2" Disc	5.0	$2,460	$12,300
2" Disc/Turbine	8.0	$2,460	$19,680
3" Compound	22.5	$2,460	$55,350
4" Compound	25.0	$2,460	$61,500
6" Compound	50.0	$2,460	$123,000
8" Compound	80.0	$2,460	$196,800
3" Turbine	17.5	$2,460	$43,050
4" Turbine	30.0	$2,460	$73,800
6" Turbine	62.5	$2,460	$153,750
8" Turbine	90.0	$2,460	$221,400

Source: Single-family EDUs per unit is by definition 1.000; multi-family EDUs per unit from Table 67; nonresidential EDUs per meter from Table 68; net cost per EDU is the lowest cost per EDU from Table 83.

The updated water fees are compared to current fees in Table 85 below. The updated fees are 28% lower than current fees for most new customers. The fee for the 3" compound meter increases because the capacity of this meter size has been reevaluated and increased significantly (from 160 to 225 gallons per minute) as part of this update.

Table 85. Current and Updated Water Fees

Housing/Meter Type	Current Fee	Updated Fee	Percent Change
Single-Family Unit	$3,397	$2,460	-28%
Multi-Family Unit	$1,281	$822	-36%
Nonresidential Meter:			
3/4" Disc	$5,096	$3,690	-28%
1" Disc	$8,493	$6,150	-28%
1 1/2" Disc	$16,985	$12,300	-28%
2" Disc/Turbine	$27,176	$19,680	-28%
3" Compound	$54,352	$55,350	2%
4" Compound	$84,925	$61,500	-28%
6" Compound	$169,850	$123,000	-28%
8" Compound	$271,760	$196,800	-28%
3" Turbine	$59,448	$43,050	-28%
4" Turbine	$101,910	$73,800	-28%
6" Turbine	$212,313	$153,750	-28%
8" Turbine	$305,730	$221,400	-28%

Source: Current water fees from Table 2; updated fees from Table 84.

Capital Plan

The City has approximately $116 million in anticipated growth-related water costs over the next ten years, as summarized in Table 86.

Table 86. Water Capital Plan, 2022-2032

Outstanding Pledged Debt/Interfund Loans	$113,317,614
Encumbrances/Carry-Forwards	$3,081,634
Required System Development Fee Studies	$32,950
Required System Development Fee Biennial Audits	$10,000
Total Planned Expenditures	$116,442,198

Source: Planned projects and costs from City of Chandler, 2023-2032 *Capital Improvement Program*; encumbrances and; debt/interfund loans from Table 120; study cost from Table 123.

New water customers projected by the City's water demand forecasts would generate the revenues shown in Table 87 below. Anticipated water system development fee revenues plus the current fund balance would be sufficient to cover all of the future City costs to buildout, and would cover 60% of costs anticipated to be incurred the next ten years. The City will need to defer some debt/interfund loan repayments beyond ten years.

Table 87. Projected Water Fee Revenue, 2022-Buildout

	2022-2032	2022-Buildout
New Water Service Units (EDUs)	23,575	42,442
x Net Cost per Service Unit (EDU)	$2,460	$2,460
Projected Revenue	$57,994,500	$104,407,320
Current Fund Balance	$12,088,518	$12,088,518
Total System Development Fee Funds Available	$70,083,018	$116,495,838
÷ Total Planned Expenditures	$116,442,198	$116,483,148
Percent of Costs Covered by Water Fees	60%	100%

Source: New service units from Table 70; net cost per service unit is the lowest cost per EDU from Table 83; planned expenditures from Table 81 (2022-2032) and Table 82 (2022-buildout)); current fund balance from Table 120 in Appendix C.

WASTEWATER

This section updates the City's wastewater system development fees in compliance with the Arizona impact fee enabling act for municipalities.

Service Units

To calculate wastewater impact fees, the demand associated with different types of customers must be expressed in a common unit of measurement, called a "service unit." The service unit for the City's water and wastewater system development fees is an "equivalent dwelling unit" (EDU). An EDU is a single-family dwelling unit or its equivalent in terms of wastewater demand.

Residential development is charged per dwelling unit. A single-family unit is, by definition, one EDU. Multi-family development is assessed based on the average wastewater demand of a multi-family unit compared to a single-family unit. While wastewater flow is not metered directly, it can be estimated based on average water demand per unit during the winter months, when outdoor water use is limited and most water used is returned to the wastewater system. Based on billing data for the last five years, a multi-family unit represents 0.424 of a wastewater EDU, as shown in Table 88.

Table 88. Wastewater Demand per Multi-Family Unit

Average Daily Winter Water Consumption (gpd) per Multi-Family Unit	120
÷ Average Daily Winter Water Consumption (gpd) per Single-Family Unit	283
Multi-Family EDUs/Unit	0.424

Source: City of Chandler water billing data for the winter months, average of fiscal years 2016/17 through 2020/21, based on data provided by City on August 6, 2022.

The number of wastewater service units associated with a nonresidential customer is determined by the capacity of the water meter relative to the capacity of the smallest meter size. The water meter capacity ratios presented earlier in the Water section (see Table 68) will also be used to determine relative wastewater demand for nonresidential customers. The number of existing wastewater service units are estimated based on the number of current City wastewater customers and the service unit multipliers described above. As shown in Table 89, the City's current wastewater customer base amounts to 118,261 service units (EDUs).

Table 89. Existing Wastewater Service Units

Meter Size	Type	Units or Meters	EDU Multiplier	EDUs
5/8"x3/4"	Disc	359	1.00	359
3/4"	Disc	114	1.50	171
1"	Disc	582	2.50	1,455
1 1/2"	Disc	782	5.00	3,910
2"	Disc/Turbine	1,154	8.00	9,232
3"	Compound	88	22.50	1,980
4"	Compound	56	25.00	1,400
6"	Turbine	26	62.50	1,625
8"	Turbine	13	90.00	1,170
10"	Turbine	7	145.00	1,015
12"	Turbine	1	215.00	215
16"	Turbine	3	310.00	930
Subtotal, Nonresidential		3,185	n/a	23,462
Single-Family Units		80,938	1.000	80,938
Multi-Family Units		32,692	0.424	13,861
Total Wastewater EDUs				118,261

Source: Residential units and nonresidential meters (excluding landscape meters) from City of Chandler, Public Works & Utilities Department, August 6, 2022; multi-family EDU multiplier from Table 88; EDUs multipliers by meter size from Table 68.

The number of wastewater service units should increase proportionately with the increase in wastewater demand. As shown in Table 90, average daily wastewater demand and service units are projected to increase by 11,582 over the next ten years, and by a total of 20,952 new service units from 2022 to buildout.

Table 90. Wastewater Demand and Service Units, 2022-Buildout

	2020	2022	2032	Buildout
Wastewater Avg. Daily Demand (gpd)	29,420,000	30,010,000	32,980,000	35,360,000
Wastewater EDUs		118,261	129,843	139,213
New EDUs, 2022-2032			11,582	
New EDUs, 2022-Buildout				20,952

Source: 2020 and buildout average day wastewater demand from City of Chandler, Public Works & Utilities Department, August 6, 2022 (2022 is straight-line interpolation between 2020 and an estimated 2040 buildout; 2032 is 55.5% of remaining 2022-buildout demand (based on MAG population in Table 6 in the Land Use Assumptions section); 2022 wastewater EDUs from Table 89; 2032 and buildout EDUs projected to increase proportionately to water demand.

The updated projection of buildout demand of 35.4 mgd is 19% less than the 43.6 mgd projected for buildout in 2018. The lowered projection is due to Intel's recent completion of their private water reclamation plant, which will treat their wastewater and reduce demand on City wastewater treatment facilities.

Cost per Service Unit

As described earlier in the Methodology subsection of the Legal Framework section, the updated system development fees are based on the lowest of three costs per service unit: existing level of service, ten-year cost and buildout cost.

Existing Level of Service

The existing level of service for the wastewater system development fees is quantified, in large part, by the capacity provided by existing wastewater facilities and the current cost to construct that capacity.

Chandler's wastewater treatment facilities include the Ocotillo and Airport Water Reclamation Facilities and the Lone Butte Wastewater Treatment Plant. The capacity of existing and planned treatment facilities is summarized in Table 91. Because the Lone Butte plant will be decommissioned, it is not included in determining the existing level of service.

Table 91. Wastewater Treatment Capacity, 2022-Buildout

Wastewater Facility	Current	Buildout
Ocotillo Water Reclamation Facility Capacity (mgd)	18.6	18.6
Airport Water Reclamation Facility Capacity (mgd)	27.0	27.0
Lone Butte Wastewater Treatment Plant Capacity (mgd)	8.8	0.0
Total Treatment Capacity (mgd)	54.4	45.6
Total Capacity Excluding Lone Butte (mgd)	45.6	45.6

Source: Treatment plant capacity from City of Chandler Public Works & Utilities Department, August 6, 2022.

The wastewater collection system consists of lift stations, force mains and gravity lines. Existing lift station capacities are summarized in Table 92.

Table 92. Existing Lift Station Capacity

Lift Station	Firm Capacity (mgd)
Golf Course	1.6
Manganaro	10.0
Mission Estates	0.5
Ocotillo (to Airport WRF)	20.0
Old Pecos	2.7
Riggs	3.0
Robertson	5.8
Sunbird	0.7
Total	44.3

Source: City of Chandler Public Works & Utilities Department, August 22, 2022.

Another component of a wastewater system is the gravity mains and force mains that convey the wastewater to the treatment plants. Wastewater impact fees typically charge only for major system lines, since local lines are often constructed by developers without credit against their wastewater impact fees. The City's wastewater master plan does not clearly distinguish between system lines and local lines. For this study, system lines are defined as gravity mains of 18 inches in diameter or greater, and force mains of 12 inches or greater. These are summarized in Table 93.

Table 93. Existing Wastewater System Line Costs

Pipe Diameter (inches)	Linear Feet	Cost/ Foot	System Line Cost
18	130,034	$487	$63,383,773
21	36,129	$569	$20,545,840
24	66,748	$650	$43,380,860
27	55,228	$731	$40,380,504
30	66,191	$812	$53,773,568
33	7,326	$894	$6,546,807
36	16,030	$975	$15,627,326
39	5,274	$1,056	$5,569,977
42	13,475	$1,137	$15,325,926
48	20,061	$1,273	$25,537,653
60	220	$1,625	$357,456
66	13,635	$1,787	$24,369,563
Total, Gravity Main	430,351		$314,799,253
12	6,245	$292	$1,826,288
16	12,192	$390	$4,753,905
18	10,913	$439	$4,787,097
20	35,899	$487	$17,497,173
24	22,532	$585	$13,178,516
42	23,902	$1,023	$24,451,746
Total, Force Mains	111,683		$66,494,724

Source: City of Chandler Public Works & Utilities Department, August 6, 2022.

The replacement cost of Chandler's existing wastewater system is estimated based on current capacities and the current unit costs to construct wastewater facilities, as shown in Table 94.

Table 94. Replacement Cost of Existing Wastewater Facilities

System Component	Unit	Existing Units	Unit Cost	Replacement Cost
Treatment Plants*	gallons/day	45,600,000	$24.37	$1,111,272,000
Lift Stations	gallons/day	44,300,000	$1.80	$79,740,000
Gravity Mains	linear feet	430,351	n/a	$314,799,253
Force Mains	linear feet	111,683	n/a	$66,494,724
Total Replacement Cost of Existing Wastewater Facilities				$1,572,305,977

* excludes Lone Butte plant, which is planned to be decommissioned

Source: Treatment plant capacity (excluding Lone Butte) from Table 91; lift station capacity from Table 92; linear feet and costs of gravity and force mains from Table 93; unit costs for treatment and lift station capacity from City of Chandler Public Works & Utilities Department, August 6, 2022.

The existing level of service for wastewater facilities is calculated in Table 95 below. The replacement cost of existing treatment plants, excluding Lone Butte, which will be decommissioned, and the cost of the existing collection system are reduced to account for the fact that there is excess capacity to serve future new customers. The total cost of currently utilized capacity is divided by the number of existing service units to determine the existing level of service, which results in an existing cost per service unit of $8,457 per EDU.

Table 95. Wastewater Existing Level of Service

Replacement Cost of Existing Treatment Plant Capacity	$1,111,272,000
x Percent of Capacity Currently Utilized	65.81%
Cost of Treatment Plant Capacity Utilized	$731,328,103
Replacement Cost of Collection System	$461,033,977
x Percent of Capacity Currently Utilized	84.87%
Cost of Collection System Utilized	$391,279,536
Total Replacement Costs Utilized by Existing Customers*	$1,122,607,639
Fund Balance	$18,424,602
Existing Capital Investment	$1,141,032,241
– Outstanding Debt/Interfund Loans	-$140,924,609
Net Capital Cost	$1,000,107,632
÷ Existing Service Units (EDUs)	118,261
Existing Cost per Service Unit (EDU)	$8,457

* sum of replacement costs of treatment plant and collection system utilized

Source: Treatment plant and collection system costs from Table 94; percent of treatment capacity utilized is ratio of 2022 average day demand from Table 90 to current capacity from Table 91; percent of collection system currently utilized is ratio of existing to buildout demand from Table 90; fund balance and accounts receivable from Table 120; existing (2022) service units from Table 90.

Ten-Year Cost per Service Unit

The City does not plan to construct any new wastewater capacity improvements over the next ten years. The City will need to repay debt and interfund loans on existing facilities with excess capacity, pay encumbrances on current projects, and pay for the study updates and biennial audits that will be required over the next ten years. The calculations are shown in Table 96 and result in a ten-year cost per service unit of $10,580 per EDU.

Table 96. Wastewater Ten-Year Cost per Service Unit

Debt/Interfund Loan Obligations	$140,924,609
Required Fee Studies and Biennial Audits	$42,950
Total Planned Expenditures	$140,967,559
– Fund Balance	-$18,424,602
Total Revenue Needs	$122,542,957
÷ New Service Units (EDUs), 2022-2032	11,582
Ten-Year Cost per Service Unit (EDU)	$10,580

Source: Planned projects and costs City of Chandler, 2023-2032 *Capital Improvement Program*; financial data from Table 120; study and audit costs from Table 123 and Table 124, respectively; new 2022-2032 service units from Table 90.

Buildout Cost per Service Unit

An additional sewer line expansion improvement is planned after 2032. The buildout cost also includes costs that will be incurred by the City to repay outstanding debt and interfund loans associated with existing capacity to serve new development and pay for updated studies and audits. Dividing the total buildout cost by new service units to buildout results in a buildout cost per service unit of $5,989 per EDU, as shown in Table 97 on the following page.

Table 97. Wastewater Buildout Cost per Service Unit

North Chandler Sewer Line Expansion (capacity portion)	$2,900,000
Debt/Interfund Loan Obligations	$140,924,609
Required Fee Studies and Biennial Audits	$83,900
Total Planned Expenditures	$143,908,509
– Fund Balance	-$18,424,602
Total Revenue Needs	$125,483,907
÷ New Service Units (EDUs), 2022-Buildout	20,952
Buildout Cost per Service Unit (EDU)	$5,989

Source: Planned project and cost from City of Chandler, January 12, 2023 (capacity portion, which is 20% of $14.5 million total cost); debt/interfund loan obligation and fund balance from Table 120; study and audit costs from Table 123 and Table 124, respectively; new 2022-buildout service units from Table 90.

Cost per Service Unit Summary

The three costs per service unit calculated above are summarized in Table 98. The updated system development fees are based on the buildout cost per service unit, which is the lowest of the three.

Table 98. Wastewater Cost per Service Unit

Existing Cost per Service Unit	$8,457
Ten-Year Cost per Service Unit	$10,580
Buildout Cost per Service Unit	$5,989
Lowest Cost per Service Unit	$5,989

Source: Existing from Table 95; ten-year from Table 96; buildout from Table 97.

Net Cost per Service Unit

As noted in the Legal Framework section of this report, impact fees should be reduced (or "offset") to account for other types of revenues that will be generated by new development and used to fund capacity-expanding improvements of the same type as those to be funded by the impact fees. Cases in which such an offset is warranted include funding of existing deficiencies, outstanding debt payments on existing facilities, and dedicated revenue sources to fund growth-related improvements.

Outstanding debt for past capacity improvements has been excluded from the existing level of service calculation, and can reasonably be attributed to capacity that is available for future customers. Other than system development fees, the City has no dedicated source of revenue to fund growth-related wastewater improvements. The City has not received any grant funding for wastewater improvements in recent years and does not anticipate any grants over the next ten years. Consequently, no additional offsets are warranted, and the net cost per service unit is the same as the cost per service unit calculated above.

Updated System Development Fees

The updated wastewater system development fees that may be adopted by the City based on this study are the products of the numbers of service units generated by a unit of development and the net cost per service unit calculated above. The resulting updated fee schedule is presented in Table 99.

Table 99. Wastewater Net Cost Schedule

Housing/Meter Type	EDUs per Unit/Meter	Net Cost/ EDU	Net Cost per Unit/Meter
Single-Family Unit	1.000	$5,989	$5,989
Multi-Family Unit	0.424	$5,989	$2,539
Nonresidential Meter:			
3/4" Disc	1.5	$5,989	$8,984
1" Disc	2.5	$5,989	$14,973
1 1/2" Disc	5.0	$5,989	$29,945
2" Disc/Turbine	8.0	$5,989	$47,912
3" Compound	22.5	$5,989	$134,753
4" Compound	25.0	$5,989	$149,725
6" Compound	50.0	$5,989	$299,450
8" Compound	80.0	$5,989	$479,120
3" Turbine	17.5	$5,989	$104,808
4" Turbine	30.0	$5,989	$179,670
6" Turbine	62.5	$5,989	$374,313
8" Turbine	90.0	$5,989	$539,010

Source: Single-family EDUs per unit is by definition one; multi-family EDUs per unit from Table 88; nonresidential EDUs per meter from Table 68; net cost per EDU is the lowest cost per EDU from Table 98.

The updated wastewater fees are compared to current fees in Table 100 below. The updated fees are 49% higher than current fees for most new customers. The fee for the 3" compound meter increases more because the capacity of this water meter size has been reevaluated and increased significantly as part of this update.

Table 100. Current and Updated Wastewater Fees

Housing/Meter Type	Current Fee	Updated Fee	Percent Change
Single-Family Unit	$4,024	$5,989	49%
Multi-Family Unit	$1,940	$2,539	31%
Nonresidential Meter:			
3/4" Disc	$6,036	$8,984	49%
1" Disc	$10,060	$14,973	49%
1 1/2" Disc	$20,120	$29,945	49%
2" Disc/Turbine	$32,192	$47,912	49%
3" Compound	$64,384	$134,753	109%
4" Compound	$100,600	$149,725	49%
6" Compound	$201,200	$299,450	49%
8" Compound	$321,920	$479,120	49%
3" Turbine	$70,420	$104,808	49%
4" Turbine	$120,720	$179,670	49%
6" Turbine	$251,500	$374,313	49%
8" Turbine	$362,160	$539,010	49%

Source: Current fees from Table 2; updated fees from Table 99.

Capital Plan

Assuming that growth occurs as projected in the land use assumptions, the City anticipates approximately $141 million in growth-related wastewater costs over the next ten years, as shown in Table 101.

Table 101. Wastewater Capital Plan, 2022-2032

Outstanding Pledged Debt/Interfund Loans	$140,924,609
Required System Development Fee Studies	$32,950
Required System Development Fee Biennial Audits	$10,000
Total Planned Expenditures	$140,967,559

Source: Debt/interfund loans from Table 120; study cost from Table 123; audit cost from Table 124.

With projected updated wastewater system development fee revenue, plus the current fund balance, the City would have about $88 million in system development fee funds available over the next ten years, as shown in Table 102 below. This is only 62% of planned 10-year expenditures. However, the timing of expenditures is flexible, as the City can defer repayment of interfund loans and debt until sufficient system development fees become available. Assuming the City continues to collect wastewater system development fees until it reaches buildout, future fees plus the current fund balance should be sufficient to cover all future costs.

Table 102. Projected Wastewater Fee Revenue, 2022-Buildout

	2022-2032	2022-Buildout
New Service Units (EDUs)	11,582	20,952
x Net Cost per Service Unit (EDU)	$5,989	$5,989
Projected Revenue	$69,364,598	$125,481,528
Current Fund Balance	$18,424,602	$18,424,602
Total System Development Fee Funds Available, 2022-2032	$87,789,200	$143,906,130
÷ Planned Expenditures	$140,967,559	$143,908,509
Percent of Costs Covered by Wastewater Fees	62%	100%

Source: New service units from Table 90; net cost per service unit is the lowest cost per EDU from Table 98; current fund balance and accounts receivable from Table 120 in Appendix C; 2022-2032 expenditures from Table 101; 2022-buildout expenditures from Table 97.

RECLAIMED WATER

This section updates the City's reclaimed water system development fees in compliance with the Arizona impact fee enabling act for municipalities. Reclaimed water is wastewater that is treated and purified to be safely used for irrigating golf courses, common areas, and roadside landscaping. Chandler's water reclamation facilities use a state-of-the-art treatment process that cleans and disinfects the wastewater before it is added to the reclaimed water distribution system. The reclaimed water system benefits all City water and wastewater utility customers by providing an efficient method of disposing of wastewater and conserving limited water resources. The ability to expand the City's wastewater treatment capacity is limited by the ability to reuse or recharge the effluent. Because the reclaimed water system is most closely linked to the wastewater system, reclaimed water system development fees are assessed based on wastewater demand.

Service Units

To calculate system development fees, the demand associated with different types of development must be expressed in a common unit of measurement, called a "service unit." The service unit for the reclaimed water fee is an "equivalent dwelling unit" (EDU). An EDU is a single-family dwelling unit or its equivalent in terms of reclaimed water demand. Because the reclaimed water system development fees are based on wastewater demand, the wastewater service unit multipliers and projections calculated in the previous wastewater section are appropriate for the reclaimed water fees as well.

Cost per Service Unit

As described earlier in the Methodology subsection of the Legal Framework section, the updated system development fees are based on the lowest of three costs per service unit: existing level of service, ten-year cost, and buildout cost.

Existing Level of Service

The existing level of service for the reclaimed water system development fees is quantified, in large part, by the capacity provided by existing reclaimed water facilities and the current cost to construct that capacity. Chandler's reclaimed water facilities include pump stations, recharge and recovery wells and reclaimed water transmission lines. The City's existing pump station capacities are summarized in Table 103.

Table 103. Existing Reclaimed Water Pump Stations

Reclaimed Water Pump Station	Capacity (mgd)
Effluent Pump Station at Ocotillo WRF	36.0
Intel Effluent Pump Station	2.0
Reclaimed Water Pump Station at Airport WRF	38.5
Total, Pump Stations	76.5

Source: City of Chandler Public Works & Utilities Department, August 6, 2022.

A key component of the reclaimed water system is the system of aquifer storage and recovery (ASR) wells. The City's existing reclaimed well capacities are summarized in Table 104.

Table 104. Existing Reclaimed Water Wells

Recharge Well	Recharge Capacity (mgd)
Tumbleweed Park ASR Well No. 1	1.7
Tumbleweed Park ASR Well No. 2	1.1
Tumbleweed Park ASR Well No. 3	1.1
Tumbleweed Park ASR Well No. 4	1.4
Tumbleweed Park ASR Well No. 5	1.7
Tumbleweed Park ASR Well No. 6	1.6
Tumbleweed Park ASR Well No. 7	1.2
Tumbleweed Park ASR Well No. 8	1.3
Tumbleweed Park ASR Well No. 9	1.0
Tumbleweed Park ASR Well No. 10	1.2
Total Capacity, Tumbleweed Park	13.3
Ocotillo ASR Well No. 1	1.6
Ocotillo ASR Well No. 2	1.5
Ocotillo ASR Well No. 3	1.6
Ocotillo ASR Well No. 4	1.5
Ocotillo ASR Well No. 5	1.5
Ocotillo ASR Well No. 6	1.4
Ocotillo ASR Well No. 7	1.0
Ocotillo ASR Well No. 8	1.0
Ocotillo ASR Well No. 9	0.9
Ocotillo ASR Well No. 10	0.9
Total Capacity, Ocotillo	12.9
Veterans Oasis Recharge Basin	6.0
Total System Capacity	32.2

Source: City of Chandler Public Works & Utilities Department, August 6, 2022.

Another component of a reclaimed water system is the network of transmission mains that distribute the reclaimed water to reclaimed water users. The existing major lines are summarized in Table 105.

Table 105. Existing Reclaimed Water System Lines

Pipe Size (in.)	Linear Feet
12	241,723
16	2,902
18	1,508
24	109,005
36	22,091

Source: City of Chandler Public Works & Utilities Department, August 6, 2022.

The total replacement cost of Chandler's existing reclaimed water system is estimated based on current capacities and the current unit costs to construct reclaimed water facilities. Outstanding debt/interfund loans in excess of the current reclaimed water system development fee fund balance are deducted to determine the net replacement cost that has been fully paid for by existing wastewater customers. The net replacement cost is divided by the number of existing wastewater service units to determine the existing cost per service unit of $2,091 per EDU, as shown in Table 106.

Table 106. Reclaimed Water Existing Level of Service

System Component	Unit	Existing Units	Unit Cost	Replacement Cost
Pump Station Capacity	gallons/day	76,500,000	$0.68	$52,020,000
ASR Well Capacity	gallons/day	32,200,000	$2.71	$87,262,000
12" Transmission Lines	linear feet	241,723	$244	$58,980,412
16" Transmission Lines	linear feet	2,902	$325	$943,150
18" Transmission Lines	linear feet	1,508	$366	$551,928
24" Transmission Lines	linear feet	109,005	$487	$53,085,435
36" Transmission Lines	linear feet	22,091	$731	$16,148,521
Total Existing System Replacement Cost				$268,991,446
– Debt/Interfund Loan Obligations				-$24,370,725
Fund Balance				$2,614,726
Net Existing System Replacement Cost				$247,235,447
÷ Existing Service Units (EDUs)				118,261
Existing Cost per Service Unit (EDU)				$2,091

Source: Pump station capacity from Table 103; well capacity from Table 104; transmission lines from Table 105; unit costs from City of Chandler Municipal Utilities Department, July 23, 2013 increased by a factor of 35.4% per Public Works & Utilities Department, August 6, 2022; outstanding debt/interfund loans and fund balance from Table 120; existing (2022) service units from Table 90.

Ten-Year Cost per Service Unit

The City does not plan to make any capacity improvements to the reclaimed water system over the next ten years. The City will need to repay debt/interfund loans on existing facilities with excess capacity, pay encumbrances on current projects, and pay for required SDF study updates and biennial audits that will be required over the next ten years. The results are shown in Table 107 and indicate a ten-year cost per service unit of $1,975 per EDU.

Table 107. Reclaimed Water Ten-Year Cost per Service Unit

Debt/Interfund Loan Obligations	$24,370,725
Encumbrances for Current Projects	$1,075,677
Required Fee Studies and Biennial Audits	$42,950
Total Planned Expenditures	$25,489,352
– Fund Balance	-$2,614,726
Total Revenue Needs	$22,874,626
÷ New Service Units (EDUs), 2022-2032	11,582
Ten-Year Cost per Service Unit (EDU)	$1,975

Source: Debt/interfund loans, encumbrances and fund balance from Table 120; study and audit costs from Table 123 and Table 124, respectively; new 2022-buildout service units from Table 90.

Buildout Cost per Service Unit

The City has not identified a need for any additional growth-related improvements beyond the next ten years. The total buildout cost includes future costs that will be incurred by the City to repay outstanding debt/interfund loans associated with existing capacity to serve new development, pay encumbrances for current projects, and pay for updated SDF studies and biennial audits. Dividing buildout costs by new service units to buildout results in a buildout cost per service unit of $1,094 per EDU, as shown in Table 108.

Table 108. Reclaimed Water Buildout Cost per Service Unit

Debt/Interfund Loan Obligations	$24,370,725
Encumbrances for Current Projects	$1,075,677
Required Fee Studies and Biennial Audits	$83,900
Total Planned Expenditures	$25,530,302
– Fund Balance	-$2,614,726
Total Revenue Needs	$22,915,576
÷ New Service Units (EDUs), 2022-Buildout	20,952
Buildout Cost per Service Unit (EDU)	$1,094

Source: Debt/interfund loans; encumbrances and fund balance from Table 120; study cost from Table 123; new service units from Table 90.

Cost per Service Unit Summary

The three costs per service unit calculated above are summarized in Table 109. The updated system development fees are based on the buildout cost per service unit, which is the lowest of the three.

Table 109. Reclaimed Water Cost per Service Unit

Existing Cost per Service Unit	$2,091
Ten-Year Cost per Service Unit	$1,975
Buildout Cost per Service Unit	$1,094
Lowest Cost per Service Unit	$1,094

Source: Existing from Table 106; ten-year from Table 107; buildout from Table 108.

Net Cost per Service Unit

As noted in the Legal Framework section of this report, impact fees should be reduced (or "offset") in order to account for other types of revenues that will be generated by new development and used to fund capacity-expanding improvements of the same type as those to be funded by the impact fees. Cases in which such an offset is warranted include funding of existing deficiencies, outstanding debt payments on existing facilities, and dedicated revenue sources to fund growth-related improvements.

The reclaimed water system development fees calculated in this report are based on the buildout cost per service unit, which is lower than the existing level of service, so there are no existing deficiencies. Outstanding debt and interfund loans on existing facilities have been excluded from the existing level of service calculation, and can reasonably be attributed to excess capacity available to serve future customers. Other than system development fees and utility rates, the City has no dedicated source of revenue to fund growth-related reclaimed water improvements. The City has not received any grant funding for reclaimed water improvements in recent years and does not anticipate any grants over the next ten years. Consequently, no additional offsets are warranted, and the net cost per service unit is the same as the cost per service unit calculated above.

Updated System Development Fees

The updated reclaimed water system development fees that may be adopted by the City based on this study are the products of the numbers of service units generated by a unit of development and the net cost per service unit calculated above. The resulting updated fee schedule is presented in Table 110.

Table 110. Reclaimed Water Net Cost Schedule

Housing/Meter Type	EDUs per Unit/Meter	Net Cost/ EDU	Net Cost per Unit/Meter
Single-Family Unit	1.000	$1,094	$1,094
Multi-Family Unit	0.424	$1,094	$464
Nonresidential Meter:			
3/4" Disc	1.5	$1,094	$1,641
1" Disc	2.5	$1,094	$2,735
1 1/2" Disc	5.0	$1,094	$5,470
2" Disc/Turbine	8.0	$1,094	$8,752
3" Compound	22.5	$1,094	$24,615
4" Compound	25.0	$1,094	$27,350
6" Compound	50.0	$1,094	$54,700
8" Compound	80.0	$1,094	$87,520
3" Turbine	17.5	$1,094	$19,145
4" Turbine	30.0	$1,094	$32,820
6" Turbine	62.5	$1,094	$68,375
8" Turbine	90.0	$1,094	$98,460

Source: EDUs per unit or meter are the same as for wastewater from Table 99; net cost per EDU is the lowest cost per EDU from Table 109.

The updated reclaimed water fees are compared to current fees in Table 111 below. The updated fees are 31% higher for most new customers. The fee for the 3" compound meter increases more because the capacity of this water meter size has been reevaluated and increased significantly as part of this update.

Table 111. Current and Updated Reclaimed Water Fees

Housing/Meter Type	Current Fee	Updated Fee	Percent Change
Single-Family Unit	$837	$1,094	31%
Multi-Family Unit	$403	$464	15%
Nonresidential Meter:			
3/4" Disc	$1,256	$1,641	31%
1" Disc	$2,093	$2,735	31%
1 1/2" Disc	$4,185	$5,470	31%
2" Disc/Turbine	$6,696	$8,752	31%
3" Compound	$13,392	$24,615	84%
4" Compound	$20,925	$27,350	31%
6" Compound	$41,850	$54,700	31%
8" Compound	$66,960	$87,520	31%
3" Turbine	$14,648	$19,145	31%
4" Turbine	$25,110	$32,820	31%
6" Turbine	$52,313	$68,375	31%
8" Turbine	$75,330	$98,460	31%

Source: Current fees from Table 2; updated fees from Table 110.

Capital Plan

Assuming that growth occurs as projected in the land use assumptions, the City anticipates approximately $25.5 million in growth-related reclaimed water costs over the next ten years, as summarized in Table 112.

Table 112. Reclaimed Water Capital Plan, 2022-2032

Encumbrances for Current Projects	$1,075,677
Debt/Interfund Loan Obligations	$24,370,725
Required System Development Fee Studies	$32,950
Required System Development Fee Biennial Audits	$10,000
Total Planned Expenditures	$25,489,352

Source: Encumbrances and debt/interfund loans from Table 120; study cost from Table 123; audit cost from Table 124.

With projected updated reclaimed water system development fee revenue, plus the current fund balance, the City would have about $15.3 million in system development fee funds available over the next ten years, as shown in Table 113. This is only 60% of planned 10-year expenditures. However, the timing of expenditures is flexible, as the City can defer repayment of interfund loans until sufficient system development fees become available. Assuming the City continues to collect reclaimed water system development fees until it reaches buildout, future fee revenues plus the current fund balance should be enough to cover all future costs.

Table 113. Projected Reclaimed Water Fee Revenue, 2022-Buildout

	2022-2032	2022-Buildout
New Service Units (EDUs)	11,582	20,952
x Net Cost per Service Unit (EDU)	$1,094	$1,094
Projected Revenue	$12,670,708	$22,921,488
Current Fund Balance	$2,614,726	$2,614,726
Total System Development Fee Funds Available	$15,285,434	$25,536,214
÷ Planned Expenditures	$25,489,352	$25,530,302
Percent of Costs Covered by Reclaimed Water Fees	60%	100%

Source: New service units from Table 90; net cost per service unit is the lowest cost per EDU from Table 109; current fund balance from Table 120 in Appendix C; planned expenditures from Table 107 (2022-2032) and Table 108 (2022-buildout).

APPENDIX A: ARTERIAL STREET INVENTORY

Table 114. Existing Arterial Street Inventory

Street	From	To	Miles	Lns	Lane-Miles	Pk Hr Count	Capa-city	VMT	VMC
McClintock Rd	Frye	Loop 202	0.50	4	2.00	680	2,700	340	1,350
Price	Loop 202	Germann	1.15	6	6.90	4,029	4,100	4,633	4,715
Price	Germann	Queen Creek	1.00	6	6.00	2,125	4,100	2,125	4,100
Price	Queen Creek	Dobson	0.50	6	3.00	2,694	4,100	1,347	2,050
Dobson	Frye	Pecos	0.50	6	3.00	2,278	4,100	1,139	2,050
Dobson	Pecos	Germann	1.06	6	6.36	4,692	4,100	4,974	4,346
Dobson	Germann	Queen Creek	1.10	6	6.60	1,692	4,100	1,861	4,510
Dobson	Queen Creek	Price	0.42	4	1.68	2,145	2,700	901	1,134
Dobson	Price	Ocotillo	1.00	4	4.00	1,573	2,700	1,573	2,700
Dobson	Ocotillo	End	0.80	4	3.20	2,170	2,700	1,736	2,160
Alma School	Frye	Pecos	0.50	4	2.00	2,567	2,700	1,284	1,350
Alma School	Pecos	Loop 202	0.30	4	1.20	2,950	2,700	885	810
Alma School	Loop 202	Willis	0.25	6	1.50	2,771	4,100	693	1,025
Alma School	Willis	Germann	0.50	4	2.00	2,771	2,700	1,386	1,350
Alma School	Germann	Queen Creek	0.98	4	3.92	2,508	2,700	2,458	2,646
Alma School	Queen Creek	Ocotillo	1.12	4	4.48	2,253	2,700	2,523	3,024
Alma School	Ocotillo	Chandler Heights	1.13	4	4.52	1,870	2,700	2,113	3,051
Arizona	Pecos	Loop 202	0.30	6	1.80	2,950	4,100	885	1,230
Arizona	Loop 202	Germann	0.73	6	4.38	3,655	4,100	2,668	2,993
Arizona	Germann	Queen Creek	1.00	6	6.00	3,179	4,100	3,179	4,100
Arizona	Queen Creek	Ocotillo	1.00	6	6.00	2,992	4,100	2,992	4,100
Arizona	Ocotillo	Chandler Heights	1.00	6	6.00	2,474	4,100	2,474	4,100
Arizona	Chandler Heights	Riggs	1.00	4	4.00	1,828	2,700	1,828	2,700
Arizona	Riggs	Hunt Highway	1.00	4	4.00	1,199	2,700	1,199	2,700
McQueen	Ray	Chandler	1.00	4	4.00	2,287	2,700	2,287	2,700
McQueen	Chandler	Pecos	1.00	4	4.00	4,641	2,700	4,641	2,700
McQueen	Pecos	Loop 202	0.62	6	3.72	2,950	4,100	1,829	2,542
McQueen	Loop 202	Germann	0.40	6	2.40	3,349	4,100	1,340	1,640
McQueen	Germann	Queen Creek	1.00	6	6.00	3,434	4,100	3,434	4,100
McQueen	Queen Creek	Ocotillo	1.00	6	6.00	2,814	4,100	2,814	4,100
McQueen	Ocotillo	Chandler Heights	1.00	4	4.00	2,227	2,700	2,227	2,700
McQueen	Chandler Heights	Riggs	1.00	4	4.00	1,777	2,700	1,777	2,700
McQueen	Riggs	City Limit	0.75	4	3.00	510	2,700	383	2,025
Cooper	Ray	Chandler	1.00	6	6.00	2,210	4,100	2,210	4,100
Cooper	Chandler	Pecos	0.98	6	5.88	2,049	4,100	2,008	4,018
Cooper	Pecos	Loop 202	0.62	6	3.72	1,811	4,100	1,123	2,542
Cooper	Loop 202	Germann	0.40	6	2.40	1,394	4,100	558	1,640
Cooper	Queen Creek	Ocotillo	1.00	2	2.00	833	1,300	833	1,300
Cooper	Ocotillo	Chandler Heights	1.00	2	2.00	689	1,300	689	1,300
Cooper	Chandler Heights	Riggs	1.00	2	2.00	451	1,300	451	1,300
Cooper	Riggs	Hunt Highway	1.00	4	4.00	230	2,700	230	2,700
Gilbert	Pecos	Loop 202	0.60	6	3.60	3,885	4,100	2,331	2,460
Gilbert	Loop 202	Germann	0.40	6	2.40	4,505	4,100	1,802	1,640

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Table 114. Existing Arterial Street Inventory (continued)

Street	From	To	Miles	Lns	Lane-Miles	Pk Hr Count	Capa-city	VMT	VMC
Gilbert	Germann	Queen Creek	1.00	6	6.00	4,446	4,100	4,446	4,100
Gilbert	Queen Creek	Ocotillo	1.00	6	6.00	3,417	4,100	3,417	4,100
Gilbert	Ocotillo	Chandler Heights	1.00	4	4.00	2,686	2,700	2,686	2,700
Gilbert	Chandler Heights	Riggs	1.00	4	4.00	2,091	2,700	2,091	2,700
Gilbert	Riggs	Hunt Highway	1.00	4	4.00	918	2,700	918	2,700
Lindsay	Ocotillo	Chandler Heights	1.00	2	2.00	1,428	1,300	1,428	1,300
Lindsay	Chandler Heights	Riggs	1.00	2	2.00	1,301	1,300	1,301	1,300
Lindsay	Riggs	Hunt Highway	1.00	2	2.00	400	1,300	400	1,300
Ray	McQueen	Cooper	1.00	4	4.00	2,040	2,700	2,040	2,700
Chandler	McQueen	Cooper	0.99	6	5.94	1,726	4,100	1,709	4,059
Chandler	Cooper	Gilbert	1.00	6	6.00	1,760	4,100	1,760	4,100
Pecos	Ellis	Dobson	0.50	2	1.00	833	1,300	417	650
Pecos	Dobson	Alma School	1.00	6	6.00	833	4,100	833	4,100
Pecos	Alma School	Arizona	1.00	6	6.00	1,165	4,100	1,165	4,100
Pecos	Arizona	McQueen	1.02	6	6.12	1,139	4,100	1,162	4,182
Pecos	McQueen	Cooper	1.00	6	6.00	1,148	4,100	1,148	4,100
Pecos	Cooper	Gilbert	1.00	6	6.00	1,003	4,100	1,003	4,100
Germann	City Limits	Price	0.25	2	0.50	50	1,300	13	325
Germann	Price	Dobson	0.75	4	3.00	680	2,700	510	2,025
Germann	Dobson	Alma School	1.00	6	6.00	1,088	4,100	1,088	4,100
Germann	Alma School	Arizona	1.00	6	6.00	1,292	4,100	1,292	4,100
Germann	Arizona	McQueen	1.00	4	4.00	961	2,700	961	2,700
Germann	McQueen	Cooper	1.00	4	4.00	1,165	2,700	1,165	2,700
Germann	Cooper	Gilbert	1.10	6	6.60	2,049	4,100	2,254	4,510
Queen Creek	City Limits	Price	0.27	6	1.62	2,587	4,100	698	1,107
Queen Creek	Price	Dobson	0.45	6	2.70	1,411	4,100	635	1,845
Queen Creek	Dobson	Alma School	1.30	6	7.80	1,522	4,100	1,979	5,330
Queen Creek	Alma School	Arizona	1.00	6	6.00	1,590	4,100	1,590	4,100
Queen Creek	Arizona	McQueen	1.00	6	6.00	1,335	4,100	1,335	4,100
Queen Creek	McQueen	Cooper	1.00	2	2.00	1,165	1,300	1,165	1,300
Queen Creek	Cooper	Gilbert	1.00	2	2.00	1,726	1,300	1,726	1,300
Queen Creek	Gilbert	Lindsay	1.00	6	6.00	2,117	4,100	2,117	4,100
Ocotillo	Dobson	Alma School	0.80	4	3.20	1,250	2,700	1,000	2,160
Ocotillo	Alma School	Arizona	1.40	4	5.60	1,224	2,700	1,714	3,780
Ocotillo	Arizona	McQueen	1.00	4	4.00	1,615	2,700	1,615	2,700
Ocotillo	McQueen	Cooper	1.00	4	4.00	1,360	2,700	1,360	2,700
Ocotillo	Cooper	Redwood	0.25	4	1.00	1,420	2,700	355	675
Ocotillo	Redwood	Gilbert	0.75	4	3.00	1,420	2,700	1,065	2,025
Ocotillo	Gilbert	Lindsay	1.00	2	2.00	1,165	1,300	1,165	1,300
Ocotillo	Lindsay	148th St.	0.50	2	1.00	2,171	1,300	1,086	650
Chandler Heights	Alma School	Arizona	1.00	4	4.00	952	2,700	952	2,700
Chandler Heights	Arizona	McQueen	1.00	2	2.00	944	1,300	944	1,300
Chandler Heights	McQueen	Cooper	1.00	2	2.00	774	1,300	774	1,300
Chandler Heights	Cooper	Gilbert	0.96	2	1.92	816	1,300	783	1,248
Chandler Heights	Gilbert	Lindsay	1.00	4	4.00	655	2,700	655	2,700
Chandler Heights	Lindsay	Val Vista	1.00	2	2.00	561	1,300	561	1,300

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Table 114. Existing Arterial Street Inventory (continued)

Street	From	To	Miles	Lns	Lane-Miles	Pk Hr Count	Capa-city	VMT	VMC
Riggs	Arizona	McQueen	1.00	6	6.00	2,219	4,100	2,219	4,100
Riggs	McQueen	Cooper	1.00	6	6.00	2,295	4,100	2,295	4,100
Riggs	Cooper	Gilbert	1.00	6	6.00	2,244	4,100	2,244	4,100
Riggs	Gilbert	Lindsay	1.00	6	6.00	2,754	4,100	2,754	4,100
Riggs	Lindsay	Val Vista	1.00	6	6.00	2,992	4,100	2,992	4,100
Total					376.66			153,148	255,472

Source: Street descriptions, miles, number of lanes and counts from City of Chandler Capital Projects Division, June 2, 2023; capacity is maximum hourly volumes at LOS D from Table 14; VMT is peak hour vehicle-miles of travel, which is product of segment miles and peak hour volume; VMC is vehicle-miles of capacity, which is product of miles and capacity.

Table 115. Buildout Arterial Street Inventory

Street	From	To	Miles	Lns	Lane-Miles	Pk Hr Count	Capa-city	VMT	VMC
McClintock Rd	Frye	Loop 202	0.50	4	2.00	884	2,700	442	1,350
Price	Loop 202	Germann	1.15	6	6.90	4,250	4,100	4,888	4,715
Price	Germann	Queen Creek	1.00	6	6.00	2,873	4,100	2,873	4,100
Price	Queen Creek	Dobson	0.50	6	3.00	1,624	4,100	812	2,050
Dobson	Frye	Pecos	0.50	6	3.00	4,330	4,100	2,165	2,050
Dobson	Pecos	Germann	1.06	6	6.36	3,043	4,100	3,226	4,346
Dobson	Germann	Queen Creek	1.10	6	6.60	2,253	4,100	2,478	4,510
Dobson	Queen Creek	Price	0.42	4	1.68	1,284	2,700	539	1,134
Dobson	Price	Ocotillo	1.00	4	4.00	2,100	2,700	2,100	2,700
Dobson	Ocotillo	End	0.80	4	3.20	935	2,700	748	2,160
Alma School	Frye	Pecos	0.50	6	3.00	4,781	4,100	2,391	2,050
Alma School	Pecos	Loop 202	0.30	6	1.80	4,950	4,100	1,485	1,230
Alma School	Loop 202	Willis	0.25	6	1.50	3,978	4,100	995	1,025
Alma School	Willis	Germann	0.50	6	3.00	3,978	4,100	1,989	2,050
Alma School	Germann	Queen Creek	0.98	6	5.88	3,698	4,100	3,624	4,018
Alma School	Queen Creek	Ocotillo	1.12	6	6.72	3,094	4,100	3,465	4,592
Alma School	Ocotillo	Chandler Heights	1.13	4	4.52	2,686	2,700	3,035	3,051
Arizona	Pecos	Loop 202	0.30	6	1.80	4,985	4,100	1,496	1,230
Arizona	Loop 202	Germann	0.73	6	4.38	4,318	4,100	3,152	2,993
Arizona	Germann	Queen Creek	1.00	6	6.00	4,080	4,100	4,080	4,100
Arizona	Queen Creek	Ocotillo	1.00	6	6.00	3,732	4,100	3,732	4,100
Arizona	Ocotillo	Chandler Heights	1.00	6	6.00	2,873	4,100	2,873	4,100
Arizona	Chandler Heights	Riggs	1.00	4	4.00	2,244	2,700	2,244	2,700
Arizona	Riggs	Hunt Highway	1.00	4	4.00	1,233	2,700	1,233	2,700
McQueen	Ray	Chandler	1.00	6	6.00	3,026	4,100	3,026	4,100
McQueen	Chandler	Pecos	1.00	6	6.00	2,941	4,100	2,941	4,100
McQueen	Pecos	Loop 202	0.62	6	3.72	3,239	4,100	2,008	2,542
McQueen	Loop 202	Germann	0.40	6	2.40	3,239	4,100	1,296	1,640
McQueen	Germann	Queen Creek	1.00	6	6.00	3,698	4,100	3,698	4,100
McQueen	Queen Creek	Ocotillo	1.00	6	6.00	3,868	4,100	3,868	4,100
McQueen	Ocotillo	Chandler Heights	1.00	4	4.00	1,981	2,700	1,981	2,700
McQueen	Chandler Heights	Riggs	1.00	4	4.00	1,386	2,700	1,386	2,700
McQueen	Riggs	City Limit	0.75	4	3.00	680	2,700	510	2,025
Cooper	Ray	Chandler	1.00	6	6.00	2,397	4,100	2,397	4,100
Cooper	Chandler	Pecos	0.98	6	5.88	2,210	4,100	2,166	4,018
Cooper	Pecos	Loop 202	0.62	6	3.72	2,074	4,100	1,286	2,542
Cooper	Loop 202	Germann	0.40	6	2.40	2,074	4,100	830	1,640
Cooper	Queen Creek	Ocotillo	1.00	4	4.00	2,040	2,700	2,040	2,700
Cooper	Ocotillo	Chandler Heights	1.00	4	4.00	1,683	2,700	1,683	2,700
Cooper	Chandler Heights	Riggs	1.00	4	4.00	1,360	2,700	1,360	2,700
Cooper	Riggs	Hunt Highway	1.00	4	4.00	315	2,700	315	2,700
Gilbert	Pecos	Loop 202	0.60	6	3.60	3,256	4,100	1,954	2,460
Gilbert	Loop 202	Germann	0.40	6	2.40	3,256	4,100	1,302	1,640

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Table 115. Buildout Arterial Street Inventory (continued)

Street	From	To	Miles	Lns	Lane-Miles	Pk Hr Count	Capa-city	VMT	VMC
Gilbert	Germann	Queen Creek	1.00	6	6.00	3,579	4,100	3,579	4,100
Gilbert	Queen Creek	Ocotillo	1.00	6	6.00	2,278	4,100	2,278	4,100
Gilbert	Ocotillo	Chandler Heights	1.00	4	4.00	2,448	2,700	2,448	2,700
Gilbert	Chandler Heights	Riggs	1.00	4	4.00	1,649	2,700	1,649	2,700
Gilbert	Riggs	Hunt Highway	1.00	4	4.00	731	2,700	731	2,700
Lindsay	Ocotillo	Chandler Heights	1.00	4	4.00	1,114	2,700	1,114	2,700
Lindsay	Chandler Heights	Riggs	1.00	4	4.00	1,063	2,700	1,063	2,700
Lindsay	Riggs	Hunt Highway	1.00	4	4.00	468	2,700	468	2,700
Ray	McQueen	Cooper	1.00	6	6.00	2,729	4,100	2,729	4,100
Chandler	McQueen	Cooper	0.99	6	5.94	2,253	4,100	2,230	4,059
Chandler	Cooper	Gilbert	1.00	6	6.00	1,768	4,100	1,768	4,100
Pecos	Ellis	Dobson	0.50	4	2.00	1,000	2,700	500	1,350
Pecos	Dobson	Alma School	1.00	6	6.00	1,539	4,100	1,539	4,100
Pecos	Alma School	Arizona	1.00	6	6.00	1,870	4,100	1,870	4,100
Pecos	Arizona	McQueen	1.02	6	6.12	1,777	4,100	1,813	4,182
Pecos	McQueen	Cooper	1.00	6	6.00	1,896	4,100	1,896	4,100
Pecos	Cooper	Gilbert	1.00	6	6.00	1,284	4,100	1,284	4,100
Germann	City Limits	Price	0.25	4	1.00	200	2,700	50	675
Germann	Price	Dobson	0.75	4	3.00	1,173	2,700	880	2,025
Germann	Dobson	Alma School	1.00	6	6.00	1,649	4,100	1,649	4,100
Germann	Alma School	Arizona	1.00	6	6.00	1,921	4,100	1,921	4,100
Germann	Arizona	McQueen	1.00	6	6.00	1,394	4,100	1,394	4,100
Germann	McQueen	Cooper	1.00	6	6.00	1,513	4,100	1,513	4,100
Germann	Cooper	Gilbert	1.10	6	6.60	2,125	4,100	2,338	4,510
Queen Creek	City Limits	Price	0.27	6	1.62	3,104	4,100	838	1,107
Queen Creek	Price	Dobson	0.45	6	2.70	1,768	4,100	796	1,845
Queen Creek	Dobson	Alma School	1.30	6	7.80	2,219	4,100	2,885	5,330
Queen Creek	Alma School	Arizona	1.00	6	6.00	2,202	4,100	2,202	4,100
Queen Creek	Arizona	McQueen	1.00	6	6.00	1,794	4,100	1,794	4,100
Queen Creek	McQueen	Cooper	1.00	6	6.00	1,726	4,100	1,726	4,100
Queen Creek	Cooper	Gilbert	1.00	6	6.00	1,488	4,100	1,488	4,100
Queen Creek	Gilbert	Lindsay	1.00	6	6.00	1,666	4,100	1,666	4,100
Ocotillo	Dobson	Alma School	0.80	4	3.20	1,717	2,700	1,374	2,160
Ocotillo	Alma School	Arizona	1.40	4	5.60	1,641	2,700	2,297	3,780
Ocotillo	Arizona	McQueen	1.00	4	4.00	2,134	2,700	2,134	2,700
Ocotillo	McQueen	Cooper	1.00	4	4.00	1,802	2,700	1,802	2,700
Ocotillo	Cooper	Redwood	0.25	4	1.00	1,734	2,700	434	675
Ocotillo	Redwood	Gilbert	0.75	4	3.00	1,734	2,700	1,301	2,025
Ocotillo	Gilbert	Lindsay	1.00	4	4.00	1,760	2,700	1,760	2,700
Ocotillo	Lindsay	148th St.	0.50	4	2.00	2,605	2,700	1,303	1,350
Chandler Heights	Alma School	Arizona	1.00	4	4.00	1,284	2,700	1,284	2,700
Chandler Heights	Arizona	McQueen	1.00	4	4.00	1,267	2,700	1,267	2,700
Chandler Heights	McQueen	Cooper	1.00	4	4.00	1,275	2,700	1,275	2,700
Chandler Heights	Cooper	Gilbert	0.96	4	3.84	1,394	2,700	1,338	2,592
Chandler Heights	Gilbert	Lindsay	1.00	4	4.00	1,394	2,700	1,394	2,700
Chandler Heights	Lindsay	Val Vista	1.00	4	4.00	1,173	2,700	1,173	2,700

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Table 115. Buildout Arterial Street Inventory (continued)

Street	From	To	Miles	Lns	Lane-Miles	Pk Hr Count	Capa-city	VMT	VMC
Riggs	Arizona	McQueen	1.00	6	6.00	2,499	4,100	2,499	4,100
Riggs	McQueen	Cooper	1.00	6	6.00	2,261	4,100	2,261	4,100
Riggs	Cooper	Gilbert	1.00	6	6.00	2,142	4,100	2,142	4,100
Riggs	Gilbert	Lindsay	1.00	6	6.00	2,125	4,100	2,125	4,100
Riggs	Lindsay	Val Vista	1.00	6	6.00	1,632	4,100	1,632	4,100
Total			81.90		425.88			175,006	289,926

Source: Street descriptions, miles, number of lanes and projected volumes from City of Chandler Capital Projects Division, June 2, 2023; capacity is maximum hourly volumes at LOS D from Table 14; VMT is vehicle-miles of travel, which is the product of segment miles and peak hour volume; VMC is vehicle-miles of capacity, which is the product of miles and capacity.

APPENDIX B: FUNCTIONAL POPULATION

The two most common methodologies used in calculating public safety service units and impact fees are the "calls-for-service" approach and the "functional population" approach. This update continues to use the "functional population" approach to calculate and assess the fire and police system development fees. This approach is a generally-accepted methodology for these impact fee types and is based on the observation that demand for public safety facilities tends to be proportional to the presence of people at a particular site.

Functional population is analogous to the concept of "full-time equivalent" employees. It represents the number of "full-time equivalent" people present at the site of a land use, and it is used for the purpose of determining the impact of a particular development on the need for facilities. For residential development, functional population is simply average household size times the percent of time people spend at home. For nonresidential development, functional population is based on a formula that factors in trip generation rates, average vehicle occupancy, employee density and average number of hours spent by employees and visitors at a land use.

Residential Functional Population

In 2018, the U.S. Bureau of Labor Statistics interviewed one person each from 9,600 randomly-selected households to determine how people spent their time during a recent day. Survey respondents were limited to persons aged 15 or older in the civilian population. The survey determined the average number of hours spent on various types of activities. While it did not itemize where the activities occurred, reasonable assumptions have been made about which activities were more likely to take place at the place of residence or away from home. The results are summarized in Table 116

Table 116. Time Usage Survey Data

Primary Activity	Hours per Day	At Home	Away
Sleeping (including naps, spells of sleeplessness)	8.82	8.82	–
Personal care activities (other than sleeping)	0.76	0.76	–
Eating and drinking*	1.19	0.89	0.30
Household activities	1.78	1.78	–
Purchasing goods and services	0.72	–	0.72
Caring for and helping household members	0.51	0.51	–
Caring for and helping non-household members	0.21	–	0.21
Working and work-related activities	3.57	–	3.57
Educational activities	0.46	–	0.46
Organizational, civic and religious activities	0.30	–	0.30
Watching television	2.84	2.84	–
Other leisure and sports	2.43	–	2.43
Telephone, mail and email	0.15	0.15	–
Other activities	0.26	0.26	–
Total Hours	24.00	16.01	7.99
Percent of Time	100%	67%	33%

* assumes 3/4 of meals eaten at home

Source: U.S. Dept. of Labor, Bureau of Labor Statistics, *American Time Use Survey - 2018 Results*, June 19, 2019 release, survey of U.S. civilians 15 years of age or older.

Determining residential functional population multipliers is considerably simpler than the nonresidential component. As shown in the table above, it is estimated that people spend an average of 16 hours, or 67 percent, of each 24-hour day at their place of residence and the other 33 percent away from home. The functional population per unit for residential uses is shown in Table 117.

Table 117. Functional Population per Unit for Residential Uses

Housing Type	Unit	Average HH Size	Occupancy Factor	Func. Pop. per Unit
Single-Family	Dwelling	2.82	0.67	1.89
Multi-Family	Dwelling	2.38	0.67	1.59

Source: Average household size from Table 8; occupancy factor from Table 116.

Nonresidential Functional Population

The functional population methodology for nonresidential land uses is based on trip generation data utilized in developing the transportation demand schedule prepared for the updated arterial street system development fees. Functional population per 1,000 square feet is derived by dividing the total number of hours spent by employees and visitors during a weekday by 24 hours. Employees are estimated to spend 8 hours per day at their place of employment, and visitors are estimated to spend one hour per visit. The formula used to derive the nonresidential functional population estimates is summarized in Figure 9 below.

Figure 9. Nonresidential Functional Population Formula

FUNCPOP/UNIT = (employee hours/1000 sf + visitor hours/1000 sf) ÷ 24 hours/day

Where:

Employee hours/1000 sf = employees/1000 sf x 8 hours/day

Visitor hours/1000 sf = visitors/1000 sf x 1 hour/visit

Visitors/1000 sf = weekday ADT/1000 sf x avg. vehicle occupancy – employees/1000 sf

Weekday ADT/1000 sf = one-way avg. daily trips (total trip ends ÷ 2)

Using this formula and information on trip generation rates, vehicle occupancy rates from the National Household Travel Survey and other sources and assumptions, nonresidential functional population estimates per 1,000 square feet of gross floor area are calculated in Table 118 on the following page.

Table 118. Functional Population per Unit for Nonresidential Uses

Land Use	Unit	Trip Rate	Persons/ Trip	Employee/ Unit	Visitors/ Unit	Func. Pop./ Unit
Retail/Commercial	1,000 sq. ft.	18.50	1.90	1.78	33.37	1.98
Office	1,000 sq. ft.	5.42	1.81	2.18	7.63	1.04
Industrial/Warehouse	1,000 sq. ft.	1.27	1.30	1.38	0.27	0.47
Public/Institutional	1,000 sq. ft.	3.37	2.54	2.18	6.38	0.99

Source: Trip rates are one-half of daily trip ends on a weekday from Institute of Transportation Engineers, *Trip Generation Manual*, 11th edition, 2021 (retail/commercial based on shopping center, office based on general office, industrial/ warehouse based on average for industrial park and warehousing, public/institutional based on nursing home); persons/trip is average vehicle occupancy from Federal Highway Administration, *National Household Travel Survey*, 2017 by trip purpose (retail is shopping, office is medical/dental, industrial/warehouse is to-from work, public is school/church; employees/unit from Table 11; visitors/unit is trips times persons/trip minus employees/unit; functional population/unit calculated based on formula in Figure 9.

APPENDIX C: FINANCIAL DATA

This appendix provides financial data on the City's system development fees. SDF collections by fund over the last four fiscal years are summarized in Table 119. Revenues have tended to decline over this period, particularly in the last year.

Table 119. System Development Fee Revenue, FY 2019-2022

SDF Fund	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22
Parks Northwest	$144,070	$64,505	$983	$0
Park Northeast	$1,277,898	$110,295	$84,435	$205,150
Park Southeast	$1,422,474	$1,860,397	$2,198,381	$1,214,291
Parks Subtotal	$2,844,442	$2,035,197	$2,283,799	$1,419,441
Arterial Streets	$4,819,431	$5,576,240	$4,882,337	$2,701,703
Library	$59,783	$81,111	$85,542	$83,172
Public Bldgs	$163,724	$237,020	$193,846	$196,851
Police	$463,376	$290,713	$224,665	$225,311
Fire	$672,922	$510,692	$394,103	$404,554
Total Non-Utility Fees	$9,023,678	$8,730,973	$8,064,292	$5,031,032
Water	$6,527,184	$5,410,398	$5,160,606	$4,239,339
Reclaimed Water	$990,677	$1,358,289	$1,272,946	$1,144,679
Wastewater	$6,451,071	$5,829,836	$5,873,312	$5,144,713
Total Utility Fees	$13,968,932	$12,598,523	$12,306,864	$10,528,731
All SDF Funds	$22,992,610	$21,329,496	$20,371,156	$15,559,763

Source: City of Chandler Management Services Department, February 6, 2023.

Table 120 below summarizes financial data as of June 30, 2022 for the system development fee accounts, including fund balances, outstanding obligations to repay debt/interfund loans, and encumbrances/carry-forward costs associated with construction projects that are underway.

Table 120. Summary of Fund Balances and Obligations

	Fund Balance*	Outstanding Debt	Encumb./ Carry-Fwd
NW Parks Fund 425	$2,825,224	$2,825,224	$0
NE Parks Fund 426	$6,424,043	$5,853,189	$2,078,184
SE Parks Fund 427	$21,984,807	$0	$715,925
Parks Subtotal	$31,234,074	$8,678,413	$2,794,109
Arterial Streets Fund 415	$61,725,679	$34,530,036	$23,417,040
Library Fund 431	$5,067	$13,000	$0
Public Building Fund 440	$153,003	$1,764,427	$0
Police Fund 465	$257,453	$2,008,425	$0
Fire Fund 475	$239,385	$3,588,007	$0
Water Fund 603	$12,088,518	$113,317,614	$3,081,634
Reclaimed Water Fund 610	$2,614,726	$24,370,725	$1,075,677
Wastewater Fund 614	$18,424,602	$140,924,609	$0
Total	$126,742,507	$329,195,256	$30,368,460

* SE fund balance includes the $2,866,162 fund balance for the pre-SB 1525 city-wide parks fund 424

Source: Fund balances from City of Chandler Management Services Department, *Annual System Development Fee Report for Fiscal Year Ending June 30, 2022*; outstanding obligations as of June 30, 2022 for interfund loans/bond debt from Table 121 and for encumbrances/carry-forwards from Table 122.

Interfund loans to the system development fee accounts represent money advanced by the general fund, general obligation bond funds, or the water or wastewater operating or bond funds to fund certain fee-eligible projects when sufficient system development fee funds had not been accumulated. These interfund loans need to be repaid with either current system development fee cash balances or future fee revenues. The cost to repay these loans is appropriately included in calculating the ten-year and buildout costs per service unit. Details on the original and outstanding debt/interfund loans are provided in Table 121.

The pledged park debt is a city-wide obligation made in 2007, when the City had a single city-wide park service area. In this update it has been allocated to be partially paid by the current fund balance in the Northwest park service area (that area has little residential development potential, and the fee is to be eliminated), with the remainder to become an obligation of the Northeast service area, which has the most remaining development of all the service areas but no need for additional parks.

Table 121. Outstanding Pledged Debt/Interfund Loans

Fund Recipient	Year(s) of Loan	Loan From	Orig. Loan	Outstanding
Arterial Streets SDF Fund 415	FY 2009	Gen. Fund-Bonds	$37,756,132	$34,530,036
Parks, Northwest Fund 425	n/a	Gen. Fund-Bonds	n/a	$2,825,224
Parks, Northeast Fund 426	n/a	Gen. Fund-Bonds	n/a	$5,853,189
Parks, Southeast Fund 427	n/a	Gen. Fund-Bonds	n/a	$0
Parks SDF Fund 424*	FY 2007	Gen. Fund-Bonds	$17,865,000	$8,678,413
Library SDF Fund 431	FY 2011	Gen. Fund-Bonds	$1,290,000	$13,000
Public Building SDF Fund 440	FY 2010	General Fund	$4,204,427	$1,764,427
Fire SDF Fund 475	FY 2006/10	General Fund	$3,588,007	$3,588,007
Police SDF Fund 465	FY 2006/07	General Fund	$6,158,425	$2,008,425
Water SDF Fund 603	FY 2008	Water Operating	$15,929,877	$15,929,877
Water SDF Fund 603	FY 2007/09/14/20	Water Bonds	$97,387,737	$97,387,737
Total, Water SDF Fund 603			$113,317,614	$113,317,614
Wastewater SDF Fund 614	FY 2009/14/16	Wastewater Bonds	$140,924,609	$140,924,609
Reclaimed Water SDF Fund 610	FY 2007	Wastewater SDF	$7,700,000	$7,700,000
Reclaimed Water SDF Fund 610	FY 2009	Wastewater Bonds	$16,670,725	$16,670,725
Total, Reclaimed Water SDF Fund			$24,370,725	$24,370,725
Grand Total			$349,474,940	$329,195,256

* pledged debt obligation incurred by the pre-SB 1525 city-wide parks fund allocated to NW park fund in an amount equal to the current fund balance, with remainder allocated to NE park fund

Source: City of Chandler Management Services Department, February 6, 2023 (outstanding as of June 30, 2022).

In addition to debt/interfund loans, another future cost to be paid from system development fees are the costs of encumbrances and capital carry-forward balances, which represents unpaid costs of improvements currently underway for fee-eligible improvements. These costs are appropriately included in calculating the ten-year and buildout costs per service. Table 122 on the following page provides details on current projects and associated encumbrances and carry-forward amounts.

Table 122. Encumbrances and Carry-Forwards

Improvement Project	Encumbrances	Carry-Forwards	Total
Cooper - Queen Creek to Riggs	$596,093	$472	$596,565
Alma School Rd - Pecos to Germman	$235,783	$296,973	$532,756
Lindsay Rd - Ocotillo to Hunt Hwy	$270,996	$1,751,085	$2,022,081
Chandler Hts - McQueen to Val Vista	$14,609,791	$1,273,570	$15,883,361
Ocotillo Rd -Cooper to 148th St	$4,087,077	$295,200	$4,382,277
Total, Arterial Streets	$19,799,740	$3,617,300	$23,417,040
Homestead North Park Site	$2,073,187	$4,997	$2,078,184
Total, Parks Northeast Service Area	$2,073,187	$4,997	$2,078,184
Lantana Ranch Park Site	$0	$7,697	$7,697
Lantana Ranch Park Site	$0	$708,228	$708,228
Total, Parks Southeast Service Area	$0	$715,925	$715,925
Well Construction	$1,309,708	$1,771,926	$3,081,634
Total, Water	$1,309,708	$1,771,926	$3,081,634
Effluent Reuse-Storage and Recovery Wells	$770,585	$63,262	$833,847
Effluent Reuse-Transmission Mains	$42,281	$199,549	$241,830
Total, Reclaimed Water	$812,866	$262,811	$1,075,677
Grand Total	$23,995,501	$6,372,959	$30,368,460

Source: City of Chandler Management Services Department, February 6, 2023 (outstanding as of June 30, 2022).

The cost of studies to update the fees every five years, as required by SB 1525, is a cost that is attributable entirely to new development. The future update costs are based on the actual cost of the current update. Given SB 1525's requirement that the fees be updated at least every five years, a minimum of two updates will be required over the next ten years. While the timing of buildout is uncertain, it is projected to be at about 97% of buildout population by 2040, indicating a need for four update studies by buildout. The update study costs by fee type are summarized in Table 123.

Table 123. Study Update Costs

Fee Type	Current Study Cost	Cost of 2 Studies, 2022-2032	Cost of 4 Studies, 2022-Buildout
Arterial Streets	$32,950	$65,900	$131,800
Parks	$16,475	$32,950	$65,900
Fire	$16,475	$32,950	$65,900
Police	$16,475	$32,950	$65,900
Water	$16,475	$32,950	$65,900
Wastewater	$16,475	$32,950	$65,900
Reclaimed Water	$16,475	$32,950	$65,900
Total	$131,800	$263,600	$527,200

Source: Current study cost is consultant cost for this update, allocated evenly among fee types; cost of the two studies required over the next ten years is twice the current study cost; cost of four studies needed 2022-buildout is four times study cost.

The biennial audits used by the City to meet the requirements of SB 1525 are a cost that is attributable entirely to new development. The future audit costs are based on the cost of the most recent audit. Given SB 1525's requirement that the audit take place every two years, five audits will be required over the next ten years. While the timing of buildout is uncertain, it is projected to be at about 97% of buildout population by 2040, indicating a need for four additional audits by buildout. The biennial audit costs by fee type are summarized in Table 124.

Table 124. Biennial Audit Costs

Fee Type	Biennial Audit Cost	Cost of 5 Audits, 2022-2032	Cost of 9 Audits, 2022-Buildout
Arterial Streets	$2,000	$10,000	$18,000
Parks	$2,000	$10,000	$18,000
Fire	$2,000	$10,000	$18,000
Police	$2,000	$10,000	$18,000
Water	$2,000	$10,000	$18,000
Wastewater	$2,000	$10,000	$18,000
Reclaimed Water	$2,000	$10,000	$18,000
Total	$14,000	$70,000	$126,000

Source: Most recent total biennial audit cost from City of Chandler, allocated evenly among fee types; cost of the five audits required over the next ten years is five times the current audit cost; cost of nine audits needed 2022-buildout is nine times study cost.

APPENDIX D: REVENUE FORECAST

SB 1525 requires that the infrastructure improvements plan include (A.R.S. Sec. 9-463.05.E.7):

> *A forecast of revenues generated by new service units other than development fees, which shall include estimated state-shared revenue, highway users revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved land use assumptions, and a plan to include these contributions in determining the extent of the burden imposed by the development as required in subsection B, paragraph 12 of this section.*

The maximum revenues from these sources that may be attributed to new development over the next ten years are summarized in Table 126 on the following page. In general, the forecasts are based on the total of new revenue projected to be received, some of which is growth-related and the remainder of which is due to inflation, increases from existing development or increases in cost recovery fees. However, with the City's practice of using ongoing revenues for ongoing expenditures, most of this revenue will be used for ongoing operations and maintenance purposes. None of the City's General Fund or Highway User Revenue Funds are used for growth-related capital improvements, other than as loans. Only revenue generated by new development that is dedicated to growth-related capital improvements needs to be considered in determining the extent of the burden imposed by new development. As discussed in greater detail in the Legal Framework section, offsets against impact fees are warranted in the following cases: (1) new development will be paying taxes or fees used to retire debt on existing facilities serving existing development; (2) new development will be paying taxes or fees used to fund an existing deficiency, or (3) new development will be paying taxes or fees that are dedicated to being used for growth-related improvements.

In this study, offsets against the fees have been accounted for in the following manner:

(1) **Outstanding debt**. Only "eligible" debt for past capacity-expanding improvements that are currently authorized to be funded with impact fees needs to be considered. For all the facility types, the eligible debt is attributable to existing excess capacity available for future development. Consequently, the amount of outstanding eligible debt principal has been excluded from the calculation of the existing level of service, and has been included in the calculation of ten-year and buildout costs per service unit.

(2) **Existing deficiencies**. Impact fees are typically calculated based on a system-wide analysis. Consequently, existing deficiencies from an impact fee perspective are different from those that might be identified using a facility-specific standard. For example, road impact fees are based on ratio of capacity to demand in the major road system as a whole, rather than on levels of congestion on individual road segments. As long as a road fee is not based on the cost to ensure that every road segment functions at a desired level of service, individual road segments can be currently deficient with respect to that standard without constituting existing deficiencies from an impact fee perspective. In this study, the existing level of service is calculated as the replacement cost per service unit of existing, fully-paid for facilities serving existing development. The updated fees are, in every case, based on a cost per service unit that is lower than the existing level of service. Consequently, the requirement of SB 1525 that fees be based on the existing level of service has been met, and there are no existing deficiencies that need to be addressed.

(3) **Dedicated future funding.** The only dedicated source of revenue for capital funding of growth-related capacity improvements that has been identified in this study is Federal/State and regional transportation funds that are programmed for capacity-expanding arterial street improvements in Chandler over the next ten years. This has been addressed by excluding that anticipated funding from the calculation of the cost per service unit on which the updated arterial street fees are based (see Arterial Streets section).

Table 125. Total Revenue Forecast

Description	2022/2023	2023/2024	2024/2025	2025/2026	2026/2027
Construction Contracting TPT	$27,500,000	$22,000,000	$14,658,129	$15,100,000	$15,550,000
Other Transaction/Privilege Tax	$172,950,000	$172,950,000	$144,858,803	$149,210,000	$153,690,000
Franchise Fees	$3,630,000	$3,471,000	$3,506,500	$3,542,800	$3,579,800
State Shared Sales Tax	$39,000,000	$28,500,000	$29,925,000	$30,830,000	$31,760,000
Vehicle License Tax	$13,500,000	$10,800,000	$11,016,000	$11,236,400	$11,470,000
Urban Revenue Sharing	$52,000,000	$39,000,000	$41,340,000	$42,590,000	$43,870,000
Smart and Safe - Prop 207	$1,100,000	$1,100,000	$1,155,000	$1,212,800	$1,237,100
Primary Property Tax	$8,663,078	$8,681,611	$9,028,900	$9,400,000	$9,690,000
Total	$318,343,078	$286,502,611	$255,488,332	$263,122,000	$270,846,900

Description	2027/2028	2028/2029	2029/2030	2030/2031	2031/2032	Total
Construction Contracting TPT	$16,330,000	$16,330,000	$16,820,000	$17,330,000	$17,850,000	$179,468,129
Other Transaction/Privilege Tax	$161,380,000	$161,380,000	$161,380,000	$166,230,000	$171,220,000	$1,615,248,803
Franchise Fees	$3,617,600	$3,656,100	$3,695,400	$3,735,500	$3,776,400	$36,211,100
State Shared Sales Tax	$32,720,000	$33,710,000	$34,730,000	$35,780,000	$36,860,000	$333,815,000
Vehicle License Tax	$11,700,000	$11,940,000	$12,180,000	$12,430,000	$12,680,000	$118,952,400
Urban Revenue Sharing	$45,190,000	$46,550,000	$47,950,000	$49,390,000	$50,880,000	$458,760,000
Smart and Safe - Prop 207	$1,261,900	$1,287,200	$1,313,000	$1,339,300	$1,366,100	$12,372,400
Primary Property Tax	$9,890,000	$10,090,000	$10,300,000	$10,510,000	$10,730,000	$96,983,589
Total	$282,089,500	$284,943,300	$288,368,400	$296,744,800	$305,362,500	$2,851,811,421

Source: City of Chandler Management Services Department, July 7, 2023.

Table 126. Revenue Attributable to New Development

Description	Growth %	2022/2023	2023/2024	2024/2025	2025/2026	2026/2027
Construction Contracting TPT	50.0%	$13,750,000	$11,000,000	$7,329,065	$7,550,000	$7,775,000
Other Transaction/Privilege Tax	1.0%	$1,729,500	$1,729,500	$1,448,588	$1,492,100	$1,536,900
Franchise Fees	1.0%	$36,300	$34,710	$35,065	$35,428	$35,798
State Shared Sales Tax	1.0%	$390,000	$285,000	$299,250	$308,300	$317,600
Vehicle License Tax	1.0%	$135,000	$108,000	$110,160	$112,364	$114,700
Urban Revenue Sharing	1.0%	$520,000	$390,000	$413,400	$425,900	$438,700
Smart and Safe - Prop 207	1.0%	$11,000	$11,000	$11,550	$12,128	$12,371
Primary Property Tax	1.0%	$86,631	$86,816	$90,289	$94,000	$96,900
Total		$16,658,431	$13,645,026	$9,737,367	$10,030,220	$10,327,969

Description	2027/2028	2028/2029	2029/2030	2030/2031	2031/2032	Total
Construction Contracting TPT	$8,165,000	$8,165,000	$8,410,000	$8,665,000	$8,925,000	$89,734,065
Other Transaction Privilege Tax	$1,613,800	$1,613,800	$1,613,800	$1,662,300	$1,712,200	$16,152,488
Franchise Fees	$36,176	$36,561	$36,954	$37,355	$37,764	$362,111
State Shared Sales Tax	$327,200	$337,100	$347,300	$357,800	$368,600	$3,338,150
Vehicle License Tax	$117,000	$119,400	$121,800	$124,300	$126,800	$1,189,524
Urban Revenue Sharing	$451,900	$465,500	$479,500	$493,900	$508,800	$4,587,600
Smart and Safe - Prop 207	$12,619	$12,872	$13,130	$13,393	$13,661	$123,724
Primary Property Tax	$98,900	$100,900	$103,000	$105,100	$107,300	$969,836
Total	$10,822,595	$10,851,133	$11,125,484	$11,459,148	$11,800,125	$116,457,498

Source: Total revenue from Table 125 times growth percent; 50% of construction contracting TPT attributed to new development (rest is remodeling) per City; all other revenues attributed to new development based on the average of compounded annual growth rates in population and nonresidential sq. ft. from 2022-2032 derived from Table 7 and Table 10 in the Land Use Assumptions section.

CHANDLER arizona
Community of Innovation

City Council Memorandum **Police Memo No.** 24-01

Date: January 11, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Sean Duggan, Police Chief
From: Melanie Smith, Senior Management Analyst
Subject: Resolution No. 5672 Acceptance and Approval of the Homeland Security Grant Program

Proposed Motion:

Move City Council pass and adopt Resolution No. 5672 authorizing the acceptance of FY 2023 Homeland Security Agreement Nos. 23-AZDOHS-HSGP-23804-01 and 23-AZDOHS-HSGP-230804-02, authorizing the Mayor to execute the Agreements; and authorizing the Chief of Police to administer, execute, and submit all documents and other necessary instruments in connection with such Agreements.

Background:

The Police Department has been awarded two grants under the FY 2023 Homeland Security Grant Program. These grants provide funds, on a reimbursement basis, to support training and equipment for the Police Department's Rapid Response Team (RRT) and Terrorism Liaison Officer (TLO) programs. These programs enhance the Police Department's ability to be prepared and equipped to respond to large-scale emergencies, terrorist events, and natural and/or disasters caused by humans. The RRT award is for $85,000 and the TLO award is for $94,620.

Financial Implications:

None

Attachments

Resolution No 5672
2023 TLO Agreement
2023 RRT Agreement

RESOLUTION NO. 5672

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, PERTAINING TO THE SUMISSION OF HOMELAND SECURITY GRANT PROGRAM AWARDS BETWEEN THE CITY OF CHANDLER AND THE ARIZONA DEPARTMENT OF HOMELAND SECURITY.

WHEREAS, the Arizona Department of Homeland Security (AZDOHS) wishes to enter into an Agreement with the City of Chandler for the award of FY 23-24 Homeland Security Grant Program Awards, and

WHEREAS, the City of Chandler, through its Police Department, wishes to provide homeland security response for the citizens of Chandler and other Arizona communities.

NOW, THERFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona as follows:

Section I. THAT approval is granted for the Chandler Police Department to participate in the AZDOHS Homeland Security Grant Program.

Section II. THAT the Mayor is authorized to sign the Agreements and the Chief of Police is appointed agent for the City of Chandler, to administer, execute, and submit all documents and any other necessary instruments in connection with said program.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this _____ day of _____ 2024.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5672 was duly passed and adopted by the City Council of Chandler, Arizona, at a regular meeting held on the _____ day of January 2024.

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY EPW

SUBRECIPIENT AGREEMENT

23-AZDOHS-HSGP-230804-01

Between

The Arizona Department of Homeland Security

And

Chandler Police Department (UEI: LCLUQVAP1WU4)

WHEREAS, ARS 41-4254 makes AZDOHS responsible for administering the funds covered by this agreement ("Agreement"), the parties hereby agree to the following terms:

1. **Purpose of Agreement** This Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to Subrecipient, and to specify the rights and responsibilities of Subrecipient as the recipient of these funds.

2. **Period of Performance** This Agreement shall become effective on **October 1, 2023** and shall terminate on **September 30, 2024**. The obligations of Subrecipient herein survive termination of this Agreement.

3. **Description of Services** Subrecipient must fulfill all obligations set forth in Subrecipient's approved grant application titled: **"2023 Urban Area Assessment Teams - TLO - Police"** and funded at **$94,620** (as may have been modified by the award letter).

4. **Financing and Fiscal Responsibility** Under US Department of Homeland Security ("USDHS") grant #EMW-2023-SS-00018-S01 and Catalog of Federal Domestic Assistance ("CFDA") #97.067, AZDOHS shall provide up to **$94,620** to Subrecipient under this Agreement.

   Payment to Subrecipient must be on a reimbursement basis only, conditioned upon Subrecipient providing AZDOHS with proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by AZDOHS. A list of acceptable documentation is at www.azdohs.gov. Payments are contingent on Subrecipient performing all its obligations under this Agreement. Subrecipient may use the funds provided under this Agreement only as provided in the application and award documentation. If Subrecipient does not complete all its obligations, Subrecipient must immediately reimburse all previously-provided funds to AZDOHS. If Subrecipient completes its obligations at a lower than the budgeted cost, the amount reimbursed to Subrecipient will be only the amount actually spent by Subrecipient in accordance with the approved application. For any expenditure disallowed after or otherwise by AZDOHS, or the State or Federal government, Subrecipient must immediately reimburse such funds to AZDOHS.

5. **Reporting Requirements** Subrecipient must submit quarterly programmatic reports to AZDOHS as follows:

January 15 (for the period from October 1– December 31)
April 15 (for the period from January 1 – March 31)
July 15 (for the period from April 1 – June 30)
October 15 (for the period from July 1 – September 30)

Subrecipient must use the Quarterly Programmatic Report form (https://azdohs.gov/grant-program-forms) for these reports. Subrecipient must provide detailed information on the status of completion of the planned activities in the approved application satisfactory to AZDOHS in its sole discretion. Failure to adequately provide such information will result in the Quarterly Programmatic Report being rejected by AZDOHS and resubmission will be required. If the program has been fully completed so that there will be no further updates, then the quarterly report for the quarter in which the program was completed will be the final report; the report should be marked as "final" and must include all pertinent information regarding the program as determined solely by AZDOHS.

Final Quarterly Programmatic Report: The final quarterly programmatic report is due no more than **15** calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

6. **Reimbursements** Subrecipient must provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly; submissions must be made via US Mail, delivery service (FedEx, UPS, etc.) or in person; **submissions via fax or by any electronic means will not be accepted**. Reimbursement requests shall be submitted with the Reimbursement Form provided by AZDOHS staff. AZDOHS has the right to require Subrecipient to provide any documentation and/or information AZDOHS deems necessary to process submissions.

Reimbursement requests are only required when expenses have been incurred. The Subrecipient shall submit a final reimbursement request, marked as such, for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be **received** by AZDOHS no more than **45** calendar days after the end of the period of performance. Requests for reimbursement received by AZDOHS later than 45 calendar days after the end of the period of performance will not be paid.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Paragraph 2 of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (e.g. cell phone service) will be deemed unallowable and will not be reimbursed.

7. **Environmental Planning and Historic Preservation** Subrecipient **must** comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. *See* https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final_Amendment_GPD_final_508.pdf and https://azdohs.gov/environmental-and-historic-preservation-ehp. Subrecipients proposing programs with potential environmental impact **must** participate in the USDHS/Federal Emergency Management Agency (FEMA) EHP review process. Subrecipient **must** complete the EHP review process before funds will be released by AZDOHS. If Subrecipient engages in ground disturbing

activities, Subrecipient must monitor ground disturbance. If archeological resources are discovered, Subrecipient must immediately (a) cease construction and (b) notify FEMA, AZDOHS, and the Arizona State Historic Preservation Office. AZDOHS/DHS/FEMA **will not fund or reimburse** projects that are initiated without the required EHP review.

8. **Procurement (including Noncompetitive Procurement)** Subrecipient must comply with its procurement rules/policies, all Federal procurement rules/policies, and all Arizona Procurement Code provisions and rules, the most restrictive of which will apply. Subrecipient **must not** enter into a noncompetitive procurement unless AZDOHS grants **prior written approval** via the Noncompetitive Procurement Request form at https://azdohs.gov/grant-program -forms.

9. **Property Control** Subrecipient must safeguard and maintain control and accountability for all property/equipment purchased under this Agreement, and Subrecipient must assure that it is used only for purposed authorized under this Agreement and maintained as provided in 2 CFR 200.313. Such property/equipment shall be used by Subrecipient in the program for which it was acquired as long as needed, whether or not the program continues to be supported by Federal grant funds. Subrecipient must immediately investigate and report to AZDOHS any loss, damage, or theft. Subrecipient must replace any property/equipment lost, damaged or stolen at Subrecipient's expense, and must immediately submit an updated Property Control Form (https://azdohs.gov/grant-program-forms) to AZDOHS.

"Nonexpendable Property/Equipment" is property that has a continuing use, is not consumed in use, has an expected life of one year or more, costs $5,000 or more per unit, and does not become a fixture or lose its identity as a component of other equipment/systems, while a "Capital Asset" is personal or real property or a fixture costing $5,000 or more per unit with an expected life of one year or more. Subrecipient is solely responsible for the proper maintenance of all Nonexpendable Property/Equipment and Capital Assets acquired under this Agreement Subrecipient must take a physical inventory of all such Nonexpendable Property/Equipment and Capital Assets and reconcile the results with the Property Control Form at least once every two years. Subrecipient must maintain a control system to prevent loss, damage, or theft of such Nonexpendable Property/Equipment and Capital Assets, and Subrecipient must immediately report any loss, damage, or theft to AZDOHS. A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. **The Subrecipient, if applicable, shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report**. The Property Control Form can be located at https://azdohs.gov/grant-program-forms. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

When Subrecipient is no longer using Nonexpendable Property/Equipment and/or Capital Assets acquired under this Agreement on the program, Subrecipient must immediately submit an updated Property Control Form to AZDOHS, and any disposition must be in compliance with AZDOHS Disposition Guidance (https://azdohs.gov/grant-program-forms) and 2 CFR Part 200, including specifically 2 CFR 200.313. If Subrecipient seeks disposition of such Nonexpendable Property/Equipment or Capital Assets for any reason other than theft, destruction, or loss, Subrecipient must submit an Equipment Disposition Request Form (https://azdohs.gov/grant-program-forms) to AZDOHS and receive approval from AZDOHS prior to disposition. Subrecipient must update the Property Control Form and provide a copy to AZDOHS within 45 calendar days after disposition. Per 2 CFR 200.333(c), Subrecipient must retain all records relating to such Nonexpendable Property/Equipment and Capital Assets for 3 years after disposition.

10. **Training and Exercise** All training and/or exercise events must be included in Subrecipient's

application. Alternate/additional training/exercise requests must be approved in advance by AZDOHS. Subrecipient must submit a Project Modification Request Form (https://azdohs.gov/grant-program-forms) for review and approval by AZDOHS prior to scheduling alternate/additional training/exercise events. For those projects that are managed by DEMA, alternate/additional training requests must be approved in advance by DEMA and AZDOHS using the Pre-approval form (https://dema.az.gov/emergency-management/preparedness/training). All exercises must comply with FEMA Homeland Security Exercise and Evaluation Program (https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep; "HSEEP") guidance. Subrecipient will (a) Submit an exercise summary and attendance/sign-in roster; and (b) Email the After Action Report/Improvement Plan to the local County Emergency Manager, AZDOHS, and the DEMA Exercise Branch, within 90 days of completion of an exercise or as prescribed by HSEEP.

11. **Consultants/Trainers/Training Providers** Invoices for consultants/trainers/training providers must include: a description of services; dates of services; number of hours for services performed; rate charged; and the total cost of services. Rates must be within the prevailing rates; must be consistent with Subrecipient's procurement policies and 2 CFR Part 200; and shall not exceed **$650** per day per consultant/trainer/training provider unless AZDOHS grants prior written approval. This includes internal personnel hired on backfill/overtime to deliver training. Subrecipient will not be reimbursed costs other than travel, lodging, meals, and incidentals on travel days for consultants/trainers/training providers, at rates not to exceed State rates, and itemized receipts are required. See Travel Costs below, at Paragraph 12.

12. **Travel Costs** All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of Subrecipient's policies and procedures, and the State of Arizona Accounting Manual (https://gao.az.gov/publications/saam), which Subrecipient must apply uniformly to both Federally financed and its other activities. AZDOHS will reimburse at the most restrictive allowability and rates. At no time will Subrecipient's reimbursements exceed the State rates established by the Arizona Department of Administration: https://gao.az.gov/travel.

13. **Contractors/Subcontractors** Subrecipient may enter into written subcontract(s) in accordance with 2 CFR Part 200 and the NOFO. No subcontract that the Subrecipient enters into relieves Subrecipient of any responsibilities under this Agreement. Subrecipient must give AZDOHS immediate notice in writing of any action filed or claim made against Subrecipient by any subcontractor or vendor.

14. **Allowable Costs** The allowability of costs incurred under this Agreement shall be determined by AZDOHS in its sole discretion and in accordance with the general principles and standards set forth in the CFR, FEMA Authorized Equipment List (https://www.fema.gov/grants/tools/authorized-equipment-list), and guidance documents (i.e. NOFO, Preparedness Grants Manual, Information Bulletins). Subrecipient's use of grant funds for indirect costs must be in accordance with 2 CFR Part 200 and the NOFO. Subrecipient must apply to AZDOHS for its written approval of indirect costs prior to expenditure. Subrecipient may not expend grant funds for Management and Administrative costs for administering such funds without prior written approval of AZDOHS.

15. **Amendments** Any change in this Agreement including but not limited to the Description of Services, Period of Performance and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's reimbursement, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document,

correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

16. Audit/Monitoring

a. Subrecipient must comply with the record-keeping and other requirements of ARS 35-214 and 35-215, and shall ensure that its contractors and subcontractors at all tiers also comply.

b. Under 31 USC 7501-7507and 2 CFR 200.501, Subrecipient will be subject to audit per 2 CFR Part 200, if Subrecipient expended $750,000 or more in Federal awards in its previous fiscal year. If Subrecipient has met or exceeded this threshold, Subrecipient must submit to AZDOHS a copy of Subrecipient's single audit or program specific audit report for the previous fiscal year (and for subsequent fiscal years that fall within the Period of Performance) annually, within 9 months of Subrecipient's fiscal year end. Subrecipients not subject to this requirement must submit to AZDOHS via audits@azdohs.gov a statement that they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.

c. Failure of Subrecipient to comply with any requirements resulting from an audit will suspend reimbursement by AZDOHS to Subrecipient and Subrecipient will not be eligible for any new award, until Subrecipient is in complete compliance.

AZDOHS will monitor Subrecipient to ensure that program goals, objectives, performance requirements, timelines, planned objectives, budgets, and all other related program criteria are being met. Subrecipient must comply with applicable provisions governing USDHS access to records, accounts, documents, information, facilities, and staff and must require any contractors, successors, transferees, and assignees to comply with these same provisions. Subrecipient must cooperate with any review or investigation conducted by USDHS and/or AZDOHS. Subrecipient must give USDHS and AZDOHS access to and the right to copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as deemed necessary by USDHS or AZDOHS. Subrecipient must submit timely, complete, and accurate reports to the appropriate USDHS and AZDOHS officials and maintain appropriate backup documentation. Subrecipient must comply with all reporting, data collection, and evaluation requirements prescribed by law or in program guidance.

17. Notice of Funding Opportunity (NOFO) Subrecipient must comply with the Notice of Funding Opportunity (NOFO). The terms of the NOFO are hereby incorporated into this Agreement.

18. National Incident Management System Subrecipient must remain in compliance with National Incident Management System implementation initiatives as provided in the NOFO.

19. Communications Equipment All Land Mobile Radio equipment purchased must comply with: (a) P25 (Project 25) standards (https://www.cisa.gov/safecom); (b) SAFECOM Guidance (https://www.cisa.gov/safecom); (c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (https://www.azdps.gov/services/government/swic); and (d) Arizona's State Interoperable Priority Programming Guide (https://www.azdps.gov/services/government/swic).

20. Nonsupplanting Agreement Subrecipient must not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources, and may be required to document this. If a position created by this Agreement is filled from within, the resulting vacancy must be filled within 30 days, and if not, Subrecipient must stop charging the grant for the new position; upon filling the vacancy, Subrecipient may resume charging for the position. A cost allocable to a particular Federal award provided for in 2 CFR Part 200 Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes,

regulations, or terms and conditions of the Federal award(s), or any other reason. However, Subrecipient from may shift costs allowable under two or more Federal awards if allowed by Federal statute, regulation, or the terms of the Federal award(s).

21. **E-Verify** Subrecipient must comply with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to ARS 23-214(A) and ARS 41-4401. A breach of this obligation is a material breach of this Agreement and Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement. AZDOHS will have the right to inspect the papers of any Subrecipient employee who works on this Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient.

22. **Research and Development** Subrecipient may not use funds obtained under this Agreement for research/development.

23. **Funds Management** Subrecipient must maintain funds received under this Agreement in separate accounts and cannot mix these funds with funds from other sources. Subrecipient must manage funds according to all applicable Federal regulations, including 2 CFR Part 200 and specifically 2 CFR 200.302. Subrecipient must maintain the following business systems:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

To be adequate, a business system must be 1) complete and in writing; and 2) consistently followed – Subrecipient must apply it in all circumstances, regardless of funding source.

24. **Reporting of Matters Related to Recipient Integrity and Performance** If the total of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds $10,000,000 at any time during the Period of Performance, Subrecipient must comply with Appendix XII to 2 CFR Part 200.

25. **Nondiscrimination** Subrecipient must comply with the following that apply to this Federally-funded program:
    a. 29 USC 794, which bars discrimination against qualified handicapped individuals solely by reason of the handicap;

    b. 42 USC 2000d *et seq.*, 6 CFR Part 21, and 44 CFR Part 7, which bar discrimination on grounds of race, color, or national origin (which requires Subrecipient to take reasonable steps to provide accommodation to persons with Limited English Proficiency; Subrecipient must refer to the USDHS Guidance at *https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited* and the resources at *http://www.lep.gov*);

    c. All State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 (https://azgovernor.gov/governor/executive-order/2020-09) and 42 USC 12101-12213 (which bar discriminating on the basis of disability;

d. 42 USC 6101 *et seq.*, which prohibits discrimination on the basis of age;

e. The equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing faith-based organizations;

f. 20 USC 1681 *et seq.* and 6 CFR Part 17 and 44 CFR Part 19, which bars discrimination on the basis of sex; and

g. 42 USC 3601 *et seq.* and 24 CFR Part 100, which prohibit discrimination in the sale, rental, financing, and advertising of dwellings, or in the provision of related services, on the basis of race, color, national origin, religion, disability, familial status, and sex.

26. **Intellectual Property** Subrecipient must affix the copyright notices required by 17 USC 401 and 402 and include an acknowledgement of Government sponsorship (including award number) to any work first produced under this Agreement. Unless otherwise provided by law, Subrecipient is subject to 35 USC 200-212 and is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 CFR Part 401, including specifically 37 CFR 401.14. Subrecipient must obtain USDHS's approval prior to using the USDHS seal(s), logos, crests or reproductions of flags or likenesses of USDHS agency officials. Subrecipient agrees that USDHS and AZDOHS have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: (a) the copyright in any work developed under an award or sub-award; and (b) any rights of copyright to which Subrecipient purchases ownership with Federal support. Subrecipient must acknowledge its use of Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing programs funded in whole or in part with Federal funds. Subrecipient must not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of AZDOHS.

27. **Activities Conducted Abroad** Subrecipient must ensure that program activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

28. **Federal Debt Status** Subrecipient must not be delinquent on any Federal obligations, including but not limited to payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 (https://fiscal.treasury.gov/files/dms/circ-a129-upd-0113.pdf).

29. **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials** Subrecipients must comply with the Office of Management and Budget (OMB), Memorandum M-22-11 (https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf), which provides Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

30. **Compliance with Certain Federal Statutes, Regulations, and Requirements**

a. Subrecipient must comply with the 31 USC 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the Federal government; 31 USC 3801-3812 detail the remedies for false or fraudulent claims made.

b. Subrecipient must comply with 42 USC 6201 *et seq.*, which contain policies relating to energy efficiency that are defined in the State energy conservation plan issued

c. Subrecipient must comply with the drug-free workplace requirements in 2 CFR Part 3001 and 41 USC 8101-8106.

d. Subrecipient is prohibited from acquiring certain Chinese and Russian telecommunications equipment, systems, and services as provided in FEMA Policy #405-143-1(https://www.fema.gov/sites/default/files/documents/fema_policy-405-143-1-prohibition-covered-services-equipment-gpd.pdf) ; 2 C.F.R. sections 200.216, 200.327, 200.471 and Appendix II to 2 C.F.R. Part 200; 48 CFR 4.2100 *et seq.*; 48 CFR 52.204-25; 48 CFR 52.212-3; 48 C.F.R. 204.2100 *et seq.*; and 48 C.F.R. 252.204-7018 1.

e. If grant funds are used for construction, Subrecipient and its contractors and subcontractors at all tiers must comply with the Davis-Bacon Act (40 USC 3141 *et seq.*). Subrecipients must obtain AZDOHS' written approval before using Homeland Security Grant Program ("HSGP") funds for construction/renovation per https://www.dol.gov/whd/govcontracts/dbra.htm.

f. Subrecipient must maintain insurance coverage as provided in 2 CFR 200.310. Subrecipient must provide at least the equivalent insurance coverage for real property and equipment acquired or improved under this Agreement as provided to property owned by Subrecipient.

g. Subrecipient must comply with 42 USC 6962, including procuring only items designated in the Environmental Protection Agency ("EPA") guidelines at 40 CFR Part 247 as containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

h. Subrecipient must comply with all Federal whistleblower protections, including 41 USC 4712.

i. Subrecipient must comply with the PATRIOT Act, P.L. 107-56), including 18 USC 175-175c.

j. Subrecipient must comply with the System for Award Management and Universal Identifier Requirements in 2 CFR, Appendix A to Part 25.

k. Subrecipient must comply with the Trafficking Victims Protection Act, 22 USC 7101 *et seq.*, as required by 2 CFR 175.15.

l. Subrecipient must comply with US Executive Order 13224 (https://www.state.gov/executive-order-13224/) and all US laws that prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.

m. Subrecipient must comply with the requirements on Reporting Subawards and Executive Compensation in Appendix A to 2 CFR Part 170.

n. Subrecipient is subject to the debarment and suspension regulations in US Executive Order 12549 (https://www.archives.gov/federal-register/codification/executive-order/12549.html) and US Executive Order 12689 (https://www.gadoe.org/School-Improvement/Teacher-and-Leader-Effectiveness/Documents/Title%20II,%20Part%20A%20Documents/Guidance/WHEO%2012689%20Debarment%20and%20Suspension.pdf) and 2 CFR Part 180 and 2 CFR Part 3000. These restrict Federal awards, subawards, and contracts with parties debarred, suspended, or otherwise excluded from or ineligible for Federal programs or activities.

o. If Subrecipient collects Personally Identifiable Information ("PII"), it must have a publically-available written policy stating its standards for the usage and maintenance of PII. PII is any information that permits the identity of an individual to be directly or indirectly inferred, including information linked or linkable to that individual. Subrecipient must follow USDHS guidance (https://www.dhs.gov/publication/privacy-impact-assessment-guidance).

p. Subrecipient must complete either the Standard Form 424B Assurances - Non-Construction Programs (https://omb.report/icr/202011-0560-005CF), or Standard Form 424D Assurances - Construction Programs (https://omb.report/icr/200906-4040-008), as applicable. The USDHS financial assistance office ("USDHS FAO") may determine that certain assurances in these documents may not apply, or may require additional assurances; Subrecipient must contact the USDHS FAO with any questions. Subrecipient must follow the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 and 2 CFR Part 3002. By entering into this Agreement, Subrecipient and its executives, as defined in 2 CFR 170.315, certify that Subrecipient's policies comply with 2 CFR Part 200, all applicable Federal laws, and applicable guidance.

q. Subrecipient must comply with the National Environmental Policy Act ("NEPA") 42 USC 4321 *et seq.*, and Council on Environmental Quality regulations (40 CFR Parts 1500-1508) regarding NEPA.

r. Subrecipient must comply with 31 USC 1352, and may not use funds provided under this Agreement to pay any person to influence or attempt to influence an officer or employee of any government agency, Member of Congress, officer or employee of Congress, or an employee of a Member of Congress, relating in any way to a Federal award or contract.

s. In accordance with 15 USC 2201 *et seq.* and 15 USC 2225a in particular, Subrecipient must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines.

t. Subrecipient must comply with the International Air Transportation Fair Competitive Practices Act of 1974, 49 USC 40118, and the interpretative guidelines in Comptroller General Decision B-138942 (https://www.gao.gov/products/b-138942).

u. Subrecipient law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

31. **Applicability of Terms of this Agreement to Tribes** If a term in this Agreement does not apply to Indian Tribes, or there is a Federal law or regulation exempting Indian Tribes, if Subrecipient is an Indian Tribe, this Agreement does not change or alter the inapplicability of such requirements.

32. **Cancellation for Conflict of Interest** AZDOHS may, by written notice to Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to ARS 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement for AZDOHS is an employee or agent of Subrecipient in any capacity, or a consultant to Subrecipient with respect to this Agreement's subject matter. Cancellation shall be effective when Subrecipient receives AZDOHS' written notice, unless the notice specifies a later time.

33. **Assignment and Delegation** Subrecipient may not assign any rights hereunder without an express written agreement signed by authorized representatives of both parties.

34. **Third Party Antitrust Violations** Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations, to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfilling this Agreement.

35. **Availability of Funds** AZDOHS' payment obligations under this Agreement are conditioned on the availability of funds appropriated or allocated for this purpose, per ARS 35-154. If funds are not allocated and available, AZDOHS may terminate this Agreement at the end of the period for which

funds are available. No liability shall accrue to AZDOHS in the event this provision is exercised, and AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this Paragraph, including purchases and/or contracts entered into by Subrecipient in the execution of this Agreement.

36. **Force Majeure** If either party is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

37. **Dispute Resolution** In the event of a dispute regarding this Agreement, written notice must be provided to the other party within 30 calendar days of the relevant events. Any claim made by or against AZDOHS relating to this Agreement shall be resolved through the administrative claims process. The parties agree to resolve all disputes relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARS 12-1518 except as may be required by other applicable statutes. The forum for any dispute arising out of this Agreement shall be Maricopa County, Arizona.

38. **Governing Law and Interpretation of This Agreement** This Agreement is governed by the laws of the State of Arizona, without regard to its conflict of laws provisions. This Agreement is the parties' complete agreement and replaces the parties' prior and contemporaneous agreements, representations, and understandings pertaining to its subject matter, whether oral or written. No course of dealings or usage of the trade supplements or explains any terms. A party's failure to insist on strict performance of any term is not a waiver of that term, even if the party accepting or acquiescing in the nonconforming performance knows the nature of the performance and fails to object. If any new legislation, laws, ordinances, or rules affect this Agreement, this Agreement automatically incorporates the terms of such legislation, laws, ordinances, or rules. Any term of this Agreement that is declared contrary to any current or future law, order, regulation, or rule, or that is otherwise invalid, shall be deemed stricken without impairing the validity of the remainder of this Agreement. In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to Period of Performance or other terms, Subrecipient will be notified of the changes in writing; once notification is made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes and will incorporate the changes into this Agreement. Except as expressly provided in this Paragraph, any amendment to or extension of this Agreement may be made only in a writing signed by authorized representatives of both parties. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

39. **Licensing** Unless otherwise exempted by law, Subrecipient must obtain and maintain all licenses, permits, and authority necessary to perform its obligations under this Agreement.

40. **Sectarian Requests** Funds disbursed under this Agreement may not be used for any sectarian purpose or activity, including worship or instruction in violation of the US or Arizona Constitutions.

41. **Closed-Captioning of Public Service Announcements** Any television public service announcement funded in whole or in part by this Agreement must include closed captioning.

42. **Indemnification** 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 to any person (including death) or property damage, but only to the extent such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents,

employees, or volunteers. The State of Arizona and AZDOHS are self-insured per ARS 41-621. If Subrecipient utilizes contractor(s) and/or subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the Arizona Department of Homeland Security and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter, "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any Federal, State or Local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

43. **Termination** Each party has the right to terminate this Agreement if the other party fails to comply with this Agreement. A party invoking the right to terminate shall provide written 30 day advance notice of all reasons for the termination. If Subrecipient chooses to terminate this Agreement before all deliverables have been delivered, AZDOHS has the right to recover all reimbursements made to Subrecipient. On termination, AZDOHS may procure, on terms that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient, and Subrecipient will be liable to AZDOHS for all excess costs incurred by AZDOHS in procuring such materials or services. Subrecipient must continue to perform this Agreement until the date of termination, as directed in the termination notice. If AZDOHS reasonably believes Subrecipient does not intend to, or is unable to fully perform this Agreement, AZDOHS may demand in writing that Subrecipient give written assurance of its intent and ability to perform. If Subrecipient fails to provide written assurance within the time specified in the demand, AZDOHS may terminate this Agreement.

44. **Paragraph Headings** Paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the interpretation of this Agreement.

45. **Counterparts** This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.

46. **Authority to Execute This Agreement** The person executing this Agreement on behalf of Subrecipient represents and warrants that he/she is duly authorized to do so.

47. **Transfer of Funds Prohibition** Subrecipient may not transfer funds between programs (*e.g.*, State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

48. **Parties** This Agreement is for the benefit of AZDOHS and Subrecipient as the only parties to this Agreement, and to their respective successors, assigns, executors and legal representatives. Except as expressly provided in this Agreement, nothing in this Agreement confers on any person other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities.

49. **Respective Responsibilities** Except as expressly provided in this Agreement, each party agrees that, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other party and the results thereof. In the event that either party becomes aware of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement, that party will immediately notify the other party, and the parties will share all information regarding such matter and cooperate with each other in addressing the matter. The parties are independent contractors, and nothing contained in this Agreement will create the relationship of partnership, joint venture, agency, or employment between the parties or any of their employees, officers, agents, or contractors. Each party hereby agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

50. **Publicity** Neither party shall use or mention in any publicity, advertising, promotional materials or news release the name or service mark(s) of the other party without the prior written consent of that party.

51. **Notices** All communications by either party to this Agreement, shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

Subrecipient must address all notices relative to this Agreement to the appropriate AZDOHS staff; contact information is at www.azdohs.gov.

AZDOHS shall address all notices relative to this Agreement to:

Chief of Police, Sean E. Duggan
Enter Title, First & Last Name Above
City of Chandler Police Department
Enter Agency Name Above
PO Box 4008, Mail Stop 303M
Enter Street Address Above
Chandler, AZ 85248
Enter City, State, ZIP Above

IN WITNESS WHEREOF, the parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

City of Chandler Police Dept.
Enter Agency Name Above

Authorized Signature Above
Kevin Hartke, Mayor
Print Name & Title Above

Enter Date Above EPW

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Susan Dzbanko, Interim Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

SUBRECIPIENT AGREEMENT

23-AZDOHS-HSGP-230804-02

Between

The Arizona Department of Homeland Security

And

Chandler Police Department (UEI: LCLUQVAP1WU4)

WHEREAS, ARS 41-4254 makes AZDOHS responsible for administering the funds covered by this agreement ("Agreement"), the parties hereby agree to the following terms:

1. **Purpose of Agreement** This Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to Subrecipient, and to specify the rights and responsibilities of Subrecipient as the recipient of these funds.

2. **Period of Performance** This Agreement shall become effective on **October 1, 2023** and shall terminate on **September 30, 2024**. The obligations of Subrecipient herein survive termination of this Agreement.

3. **Description of Services** Subrecipient must fulfill all obligations set forth in Subrecipient's approved grant application titled: **"2023 Chandler Police Department's RRT-Terrorism Response and Mitigation Project"** and funded at **$85,000** (as may have been modified by the award letter).

4. **Financing and Fiscal Responsibility** Under US Department of Homeland Security ("USDHS") grant #EMW-2023-SS-00018-S01 and Catalog of Federal Domestic Assistance ("CFDA") #97.067, AZDOHS shall provide up to **$85,000** to Subrecipient under this Agreement.

   Payment to Subrecipient must be on a reimbursement basis only, conditioned upon Subrecipient providing AZDOHS with proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by AZDOHS. A list of acceptable documentation is at www.azdohs.gov. Payments are contingent on Subrecipient performing all its obligations under this Agreement. Subrecipient may use the funds provided under this Agreement only as provided in the application and award documentation. If Subrecipient does not complete all its obligations, Subrecipient must immediately reimburse all previously-provided funds to AZDOHS. If Subrecipient completes its obligations at a lower than the budgeted cost, the amount reimbursed to Subrecipient will be only the amount actually spent by Subrecipient in accordance with the approved application. For any expenditure disallowed after or otherwise by AZDOHS, or the State or Federal government, Subrecipient must immediately reimburse such funds to AZDOHS.

5. **Reporting Requirements** Subrecipient must submit quarterly programmatic reports to AZDOHS as follows:

January 15 (for the period from October 1– December 31)
April 15 (for the period from January 1 – March 31)
July 15 (for the period from April 1 – June 30)
October 15 (for the period from July 1 – September 30)

Subrecipient must use the Quarterly Programmatic Report form (https://azdohs.gov/grant-program-forms) for these reports. Subrecipient must provide detailed information on the status of completion of the planned activities in the approved application satisfactory to AZDOHS in its sole discretion. Failure to adequately provide such information will result in the Quarterly Programmatic Report being rejected by AZDOHS and resubmission will be required. If the program has been fully completed so that there will be no further updates, then the quarterly report for the quarter in which the program was completed will be the final report; the report should be marked as "final" and must include all pertinent information regarding the program as determined solely by AZDOHS.

Final Quarterly Programmatic Report: The final quarterly programmatic report is due no more than **15** calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

6. **Reimbursements** Subrecipient must provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly; submissions must be made via US Mail, delivery service (FedEx, UPS, etc.) or in person; **submissions via fax or by any electronic means will not be accepted**. Reimbursement requests shall be submitted with the Reimbursement Form provided by AZDOHS staff. AZDOHS has the right to require Subrecipient to provide any documentation and/or information AZDOHS deems necessary to process submissions.

Reimbursement requests are only required when expenses have been incurred. The Subrecipient shall submit a final reimbursement request, marked as such, for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be **received** by AZDOHS no more than **45** calendar days after the end of the period of performance. Requests for reimbursement received by AZDOHS later than 45 calendar days after the end of the period of performance will not be paid.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Paragraph 2 of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (e.g. cell phone service) will be deemed unallowable and will not be reimbursed.

7. **Environmental Planning and Historic Preservation** Subrecipient **must** comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. *See* https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final_Amendment_GPD_final_508.pdf and https://azdohs.gov/environmental-and-historic-preservation-ehp. Subrecipients proposing programs with potential environmental impact **must** participate in the USDHS/Federal Emergency Management Agency (FEMA) EHP review process. Subrecipient **must** complete the EHP review process before funds will be released by AZDOHS. If Subrecipient engages in ground disturbing

activities, Subrecipient must monitor ground disturbance. If archeological resources are discovered, Subrecipient must immediately (a) cease construction and (b) notify FEMA, AZDOHS, and the Arizona State Historic Preservation Office. AZDOHS/DHS/FEMA **will not fund or reimburse** projects that are initiated without the required EHP review.

8. **Procurement (including Noncompetitive Procurement)** Subrecipient must comply with its procurement rules/policies, all Federal procurement rules/policies, and all Arizona Procurement Code provisions and rules, the most restrictive of which will apply. Subrecipient **must not** enter into a noncompetitive procurement unless AZDOHS grants **prior written approval** via the Noncompetitive Procurement Request form at https://azdohs.gov/grant-program -forms.

9. **Property Control** Subrecipient must safeguard and maintain control and accountability for all property/equipment purchased under this Agreement, and Subrecipient must assure that it is used only for purposed authorized under this Agreement and maintained as provided in 2 CFR 200.313. Such property/equipment shall be used by Subrecipient in the program for which it was acquired as long as needed, whether or not the program continues to be supported by Federal grant funds. Subrecipient must immediately investigate and report to AZDOHS any loss, damage, or theft. Subrecipient must replace any property/equipment lost, damaged or stolen at Subrecipient's expense, and must immediately submit an updated Property Control Form (https://azdohs.gov/grant-program-forms) to AZDOHS.

"Nonexpendable Property/Equipment" is property that has a continuing use, is not consumed in use, has an expected life of one year or more, costs $5,000 or more per unit, and does not become a fixture or lose its identity as a component of other equipment/systems, while a "Capital Asset" is personal or real property or a fixture costing $5,000 or more per unit with an expected life of one year or more. Subrecipient is solely responsible for the proper maintenance of all Nonexpendable Property/Equipment and Capital Assets acquired under this Agreement Subrecipient must take a physical inventory of all such Nonexpendable Property/Equipment and Capital Assets and reconcile the results with the Property Control Form at least once every two years. Subrecipient must maintain a control system to prevent loss, damage, or theft of such Nonexpendable Property/Equipment and Capital Assets, and Subrecipient must immediately report any loss, damage, or theft to AZDOHS. A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. **The Subrecipient, if applicable, shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report**. The Property Control Form can be located at https://azdohs.gov/grant-program-forms. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

When Subrecipient is no longer using Nonexpendable Property/Equipment and/or Capital Assets acquired under this Agreement on the program, Subrecipient must immediately submit an updated Property Control Form to AZDOHS, and any disposition must be in compliance with AZDOHS Disposition Guidance (https://azdohs.gov/grant-program-forms) and 2 CFR Part 200, including specifically 2 CFR 200.313. If Subrecipient seeks disposition of such Nonexpendable Property/Equipment or Capital Assets for any reason other than theft, destruction, or loss, Subrecipient must submit an Equipment Disposition Request Form (https://azdohs.gov/grant-program-forms) to AZDOHS and receive approval from AZDOHS prior to disposition. Subrecipient must update the Property Control Form and provide a copy to AZDOHS within 45 calendar days after disposition. Per 2 CFR 200.333(c), Subrecipient must retain all records relating to such Nonexpendable Property/Equipment and Capital Assets for 3 years after disposition.

10. **Training and Exercise** All training and/or exercise events must be included in Subrecipient's

application. Alternate/additional training/exercise requests must be approved in advance by AZDOHS. Subrecipient must submit a Project Modification Request Form (https://azdohs.gov/grant-program-forms) for review and approval by AZDOHS prior to scheduling alternate/additional training/exercise events. For those projects that are managed by DEMA, alternate/additional training requests must be approved in advance by DEMA and AZDOHS using the Pre-approval form (https://dema.az.gov/emergency-management/preparedness/training). All exercises must comply with FEMA Homeland Security Exercise and Evaluation Program (https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep; "HSEEP") guidance. Subrecipient will (a) Submit an exercise summary and attendance/sign-in roster; and (b) Email the After Action Report/Improvement Plan to the local County Emergency Manager, AZDOHS, and the DEMA Exercise Branch, within 90 days of completion of an exercise or as prescribed by HSEEP.

11. **Consultants/Trainers/Training Providers** Invoices for consultants/trainers/training providers must include: a description of services; dates of services; number of hours for services performed; rate charged; and the total cost of services. Rates must be within the prevailing rates; must be consistent with Subrecipient's procurement policies and 2 CFR Part 200; and shall not exceed **$650** per day per consultant/trainer/training provider unless AZDOHS grants prior written approval. This includes internal personnel hired on backfill/overtime to deliver training. Subrecipient will not be reimbursed costs other than travel, lodging, meals, and incidentals on travel days for consultants/trainers/training providers, at rates not to exceed State rates, and itemized receipts are required. See Travel Costs below, at Paragraph 12.

12. **Travel Costs** All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of Subrecipient's policies and procedures, and the State of Arizona Accounting Manual (https://gao.az.gov/publications/saam), which Subrecipient must apply uniformly to both Federally financed and its other activities. AZDOHS will reimburse at the most restrictive allowability and rates. At no time will Subrecipient's reimbursements exceed the State rates established by the Arizona Department of Administration: https://gao.az.gov/travel.

13. **Contractors/Subcontractors** Subrecipient may enter into written subcontract(s) in accordance with 2 CFR Part 200 and the NOFO. No subcontract that the Subrecipient enters into relieves Subrecipient of any responsibilities under this Agreement. Subrecipient must give AZDOHS immediate notice in writing of any action filed or claim made against Subrecipient by any subcontractor or vendor.

14. **Allowable Costs** The allowability of costs incurred under this Agreement shall be determined by AZDOHS in its sole discretion and in accordance with the general principles and standards set forth in the CFR, FEMA Authorized Equipment List (https://www.fema.gov/grants/tools/authorized-equipment-list), and guidance documents (i.e. NOFO, Preparedness Grants Manual, Information Bulletins). Subrecipient's use of grant funds for indirect costs must be in accordance with 2 CFR Part 200 and the NOFO. Subrecipient must apply to AZDOHS for its written approval of indirect costs prior to expenditure. Subrecipient may not expend grant funds for Management and Administrative costs for administering such funds without prior written approval of AZDOHS.

15. **Amendments** Any change in this Agreement including but not limited to the Description of Services, Period of Performance and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's reimbursement, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document,

correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

16. **Audit/Monitoring**

a. Subrecipient must comply with the record-keeping and other requirements of ARS 35-214 and 35-215, and shall ensure that its contractors and subcontractors at all tiers also comply.

b. Under 31 USC 7501-7507and 2 CFR 200.501, Subrecipient will be subject to audit per 2 CFR Part 200, if Subrecipient expended $750,000 or more in Federal awards in its previous fiscal year. If Subrecipient has met or exceeded this threshold, Subrecipient must submit to AZDOHS a copy of Subrecipient's single audit or program specific audit report for the previous fiscal year (and for subsequent fiscal years that fall within the Period of Performance) annually, within 9 months of Subrecipient's fiscal year end. Subrecipients not subject to this requirement must submit to AZDOHS via audits@azdohs.gov a statement that they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.

c. Failure of Subrecipient to comply with any requirements resulting from an audit will suspend reimbursement by AZDOHS to Subrecipient and Subrecipient will not be eligible for any new award, until Subrecipient is in complete compliance.

AZDOHS will monitor Subrecipient to ensure that program goals, objectives, performance requirements, timelines, planned objectives, budgets, and all other related program criteria are being met. Subrecipient must comply with applicable provisions governing USDHS access to records, accounts, documents, information, facilities, and staff and must require any contractors, successors, transferees, and assignees to comply with these same provisions. Subrecipient must cooperate with any review or investigation conducted by USDHS and/or AZDOHS. Subrecipient must give USDHS and AZDOHS access to and the right to copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as deemed necessary by USDHS or AZDOHS. Subrecipient must submit timely, complete, and accurate reports to the appropriate USDHS and AZDOHS officials and maintain appropriate backup documentation. Subrecipient must comply with all reporting, data collection, and evaluation requirements prescribed by law or in program guidance.

17. **Notice of Funding Opportunity (NOFO)** Subrecipient must comply with the Notice of Funding Opportunity (NOFO). The terms of the NOFO are hereby incorporated into this Agreement.

18. **National Incident Management System** Subrecipient must remain in compliance with National Incident Management System implementation initiatives as provided in the NOFO.

19. **Communications Equipment** All Land Mobile Radio equipment purchased must comply with: (a) P25 (Project 25) standards (https://www.cisa.gov/safecom); (b) SAFECOM Guidance (https://www.cisa.gov/safecom); (c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (https://www.azdps.gov/services/government/swic); and (d) Arizona's State Interoperable Priority Programming Guide (https://www.azdps.gov/services/government/swic).

20. **Nonsupplanting Agreement** Subrecipient must not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources, and may be required to document this. If a position created by this Agreement is filled from within, the resulting vacancy must be filled within 30 days, and if not, Subrecipient must stop charging the grant for the new position; upon filling the vacancy, Subrecipient may resume charging for the position. A cost allocable to a particular Federal award provided for in 2 CFR Part 200 Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes,

regulations, or terms and conditions of the Federal award(s), or any other reason. However, Subrecipient from may shift costs allowable under two or more Federal awards if allowed by Federal statute, regulation, or the terms of the Federal award(s).

21. **E-Verify** Subrecipient must comply with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to ARS 23-214(A) and ARS 41-4401. A breach of this obligation is a material breach of this Agreement and Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement. AZDOHS will have the right to inspect the papers of any Subrecipient employee who works on this Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient.

22. **Research and Development** Subrecipient may not use funds obtained under this Agreement for research/development.

23. **Funds Management** Subrecipient must maintain funds received under this Agreement in separate accounts and cannot mix these funds with funds from other sources. Subrecipient must manage funds according to all applicable Federal regulations, including 2 CFR Part 200 and specifically 2 CFR 200.302. Subrecipient must maintain the following business systems:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

To be adequate, a business system must be 1) complete and in writing; and 2) consistently followed – Subrecipient must apply it in all circumstances, regardless of funding source.

24. **Reporting of Matters Related to Recipient Integrity and Performance** If the total of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds $10,000,000 at any time during the Period of Performance, Subrecipient must comply with Appendix XII to 2 CFR Part 200.

25. **Nondiscrimination** Subrecipient must comply with the following that apply to this Federally-funded program:

a. 29 USC 794, which bars discrimination against qualified handicapped individuals solely by reason of the handicap;

b. 42 USC 2000d *et seq.*, 6 CFR Part 21, and 44 CFR Part 7, which bar discrimination on grounds of race, color, or national origin (which requires Subrecipient to take reasonable steps to provide accommodation to persons with Limited English Proficiency; Subrecipient must refer to the USDHS Guidance at *https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited* and the resources at *http://www.lep.gov*);

c. All State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 (https://azgovernor.gov/governor/executive-order/2020-09) and 42 USC 12101-12213 (which bar discriminating on the basis of disability;

d. 42 USC 6101 *et seq.*, which prohibits discrimination on the basis of age;

e. The equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing faith-based organizations;

f. 20 USC 1681 *et seq.* and 6 CFR Part 17 and 44 CFR Part 19, which bars discrimination on the basis of sex; and

g. 42 USC 3601 *et seq.* and 24 CFR Part 100, which prohibit discrimination in the sale, rental, financing, and advertising of dwellings, or in the provision of related services, on the basis of race, color, national origin, religion, disability, familial status, and sex.

26. **Intellectual Property** Subrecipient must affix the copyright notices required by 17 USC 401 and 402 and include an acknowledgement of Government sponsorship (including award number) to any work first produced under this Agreement. Unless otherwise provided by law, Subrecipient is subject to 35 USC 200-212 and is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 CFR Part 401, including specifically 37 CFR 401.14. Subrecipient must obtain USDHS's approval prior to using the USDHS seal(s), logos, crests or reproductions of flags or likenesses of USDHS agency officials. Subrecipient agrees that USDHS and AZDOHS have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: (a) the copyright in any work developed under an award or sub-award; and (b) any rights of copyright to which Subrecipient purchases ownership with Federal support. Subrecipient must acknowledge its use of Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing programs funded in whole or in part with Federal funds. Subrecipient must not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of AZDOHS.

27. **Activities Conducted Abroad** Subrecipient must ensure that program activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

28. **Federal Debt Status** Subrecipient must not be delinquent on any Federal obligations, including but not limited to payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 (https://fiscal.treasury.gov/files/dms/circ-a129-upd-0113.pdf).

29. **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials** Subrecipients must comply with the Office of Management and Budget (OMB), Memorandum M-22-11 (https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf), which provides Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

30. **Compliance with Certain Federal Statutes, Regulations, and Requirements**

a. Subrecipient must comply with the 31 USC 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the Federal government; 31 USC 3801-3812 detail the remedies for false or fraudulent claims made.

b. Subrecipient must comply with 42 USC 6201 *et seq.*, which contain policies relating to energy efficiency that are defined in the State energy conservation plan issued

c. Subrecipient must comply with the drug-free workplace requirements in 2 CFR Part 3001 and 41 USC 8101-8106.

d. Subrecipient is prohibited from acquiring certain Chinese and Russian telecommunications equipment, systems, and services as provided in FEMA Policy #405-143-1(https://www.fema.gov/sites/default/files/documents/fema_policy-405-143-1-prohibition-covered-services-equipment-gpd.pdf) ; 2 C.F.R. sections 200.216, 200.327, 200.471 and Appendix II to 2 C.F.R. Part 200; 48 CFR 4.2100 *et seq.*; 48 CFR 52.204-25; 48 CFR 52.212-3; 48 C.F.R. 204.2100 *et seq.*; and 48 C.F.R. 252.204-7018 1.

e. If grant funds are used for construction, Subrecipient and its contractors and subcontractors at all tiers must comply with the Davis-Bacon Act (40 USC 3141 *et seq.*). Subrecipients must obtain AZDOHS' written approval before using Homeland Security Grant Program ("HSGP") funds for construction/renovation per https://www.dol.gov/whd/govcontracts/dbra.htm.

f. Subrecipient must maintain insurance coverage as provided in 2 CFR 200.310. Subrecipient must provide at least the equivalent insurance coverage for real property and equipment acquired or improved under this Agreement as provided to property owned by Subrecipient.

g. Subrecipient must comply with 42 USC 6962, including procuring only items designated in the Environmental Protection Agency ("EPA") guidelines at 40 CFR Part 247 as containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

h. Subrecipient must comply with all Federal whistleblower protections, including 41 USC 4712.

i. Subrecipient must comply with the PATRIOT Act, P.L. 107-56), including 18 USC 175-175c.

j. Subrecipient must comply with the System for Award Management and Universal Identifier Requirements in 2 CFR, Appendix A to Part 25.

k. Subrecipient must comply with the Trafficking Victims Protection Act, 22 USC 7101 *et seq.*, as required by 2 CFR 175.15.

l. Subrecipient must comply with US Executive Order 13224 (https://www.state.gov/executive-order-13224/) and all US laws that prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.

m. Subrecipient must comply with the requirements on Reporting Subawards and Executive Compensation in Appendix A to 2 CFR Part 170.

n. Subrecipient is subject to the debarment and suspension regulations in US Executive Order 12549 (https://www.archives.gov/federal-register/codification/executive-order/12549.html) and US Executive Order 12689 (https://www.gadoe.org/School-Improvement/Teacher-and-Leader-Effectiveness/Documents/Title%20II,%20Part%20A%20Documents/Guidance/WHEO%2012689%20Debarment%20and%20Suspension.pdf) and 2 CFR Part 180 and 2 CFR Part 3000. These restrict Federal awards, subawards, and contracts with parties debarred, suspended, or otherwise excluded from or ineligible for Federal programs or activities.

o. If Subrecipient collects Personally Identifiable Information ("PII"), it must have a publically-available written policy stating its standards for the usage and maintenance of PII. PII is any information that permits the identity of an individual to be directly or indirectly inferred, including information linked or linkable to that individual. Subrecipient must follow USDHS guidance (https://www.dhs.gov/publication/privacy-impact-assessment-guidance).

p. Subrecipient must complete either the Standard Form 424B Assurances - Non-Construction Programs (https://omb.report/icr/202011-0560-005CF), or Standard Form 424D Assurances - Construction Programs (https://omb.report/icr/200906-4040-008), as applicable. The USDHS financial assistance office ("USDHS FAO") may determine that certain assurances in these documents may not apply, or may require additional assurances; Subrecipient must contact the USDHS FAO with any questions. Subrecipient must follow the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 and 2 CFR Part 3002. By entering into this Agreement, Subrecipient and its executives, as defined in 2 CFR 170.315, certify that Subrecipient's policies comply with 2 CFR Part 200, all applicable Federal laws, and applicable guidance.

q. Subrecipient must comply with the National Environmental Policy Act ("NEPA") 42 USC 4321 *et seq.*, and Council on Environmental Quality regulations (40 CFR Parts 1500-1508) regarding NEPA.

r. Subrecipient must comply with 31 USC 1352, and may not use funds provided under this Agreement to pay any person to influence or attempt to influence an officer or employee of any government agency, Member of Congress, officer or employee of Congress, or an employee of a Member of Congress, relating in any way to a Federal award or contract.

s. In accordance with 15 USC 2201 *et seq.* and 15 USC 2225a in particular, Subrecipient must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines.

t. Subrecipient must comply with the International Air Transportation Fair Competitive Practices Act of 1974, 49 USC 40118, and the interpretative guidelines in Comptroller General Decision B-138942 (https://www.gao.gov/products/b-138942).

u. Subrecipient law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

31. **Applicability of Terms of this Agreement to Tribes** If a term in this Agreement does not apply to Indian Tribes, or there is a Federal law or regulation exempting Indian Tribes, if Subrecipient is an Indian Tribe, this Agreement does not change or alter the inapplicability of such requirements.

32. **Cancellation for Conflict of Interest** AZDOHS may, by written notice to Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to ARS 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement for AZDOHS is an employee or agent of Subrecipient in any capacity, or a consultant to Subrecipient with respect to this Agreement's subject matter. Cancellation shall be effective when Subrecipient receives AZDOHS' written notice, unless the notice specifies a later time.

33. **Assignment and Delegation** Subrecipient may not assign any rights hereunder without an express written agreement signed by authorized representatives of both parties.

34. **Third Party Antitrust Violations** Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations, to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfilling this Agreement.

35. **Availability of Funds** AZDOHS' payment obligations under this Agreement are conditioned on the availability of funds appropriated or allocated for this purpose, per ARS 35-154. If funds are not allocated and available, AZDOHS may terminate this Agreement at the end of the period for which

funds are available. No liability shall accrue to AZDOHS in the event this provision is exercised, and AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this Paragraph, including purchases and/or contracts entered into by Subrecipient in the execution of this Agreement.

36. **Force Majeure** If either party is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

37. **Dispute Resolution** In the event of a dispute regarding this Agreement, written notice must be provided to the other party within 30 calendar days of the relevant events. Any claim made by or against AZDOHS relating to this Agreement shall be resolved through the administrative claims process. The parties agree to resolve all disputes relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARS 12-1518 except as may be required by other applicable statutes. The forum for any dispute arising out of this Agreement shall be Maricopa County, Arizona.

38. **Governing Law and Interpretation of This Agreement** This Agreement is governed by the laws of the State of Arizona, without regard to its conflict of laws provisions. This Agreement is the parties' complete agreement and replaces the parties' prior and contemporaneous agreements, representations, and understandings pertaining to its subject matter, whether oral or written. No course of dealings or usage of the trade supplements or explains any terms. A party's failure to insist on strict performance of any term is not a waiver of that term, even if the party accepting or acquiescing in the nonconforming performance knows the nature of the performance and fails to object. If any new legislation, laws, ordinances, or rules affect this Agreement, this Agreement automatically incorporates the terms of such legislation, laws, ordinances, or rules. Any term of this Agreement that is declared contrary to any current or future law, order, regulation, or rule, or that is otherwise invalid, shall be deemed stricken without impairing the validity of the remainder of this Agreement. In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to Period of Performance or other terms, Subrecipient will be notified of the changes in writing; once notification is made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes and will incorporate the changes into this Agreement. Except as expressly provided in this Paragraph, any amendment to or extension of this Agreement may be made only in a writing signed by authorized representatives of both parties. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

39. **Licensing** Unless otherwise exempted by law, Subrecipient must obtain and maintain all licenses, permits, and authority necessary to perform its obligations under this Agreement.

40. **Sectarian Requests** Funds disbursed under this Agreement may not be used for any sectarian purpose or activity, including worship or instruction in violation of the US or Arizona Constitutions.

41. **Closed-Captioning of Public Service Announcements** Any television public service announcement funded in whole or in part by this Agreement must include closed captioning.

42. **Indemnification** 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 to any person (including death) or property damage, but only to the extent such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents,

employees, or volunteers. The State of Arizona and AZDOHS are self-insured per ARS 41-621. If Subrecipient utilizes contractor(s) and/or subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the Arizona Department of Homeland Security and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter, "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any Federal, State or Local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

43. **Termination** Each party has the right to terminate this Agreement if the other party fails to comply with this Agreement. A party invoking the right to terminate shall provide written 30 day advance notice of all reasons for the termination. If Subrecipient chooses to terminate this Agreement before all deliverables have been delivered, AZDOHS has the right to recover all reimbursements made to Subrecipient. On termination, AZDOHS may procure, on terms that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient, and Subrecipient will be liable to AZDOHS for all excess costs incurred by AZDOHS in procuring such materials or services. Subrecipient must continue to perform this Agreement until the date of termination, as directed in the termination notice. If AZDOHS reasonably believes Subrecipient does not intend to, or is unable to fully perform this Agreement, AZDOHS may demand in writing that Subrecipient give written assurance of its intent and ability to perform. If Subrecipient fails to provide written assurance within the time specified in the demand, AZDOHS may terminate this Agreement.

44. **Paragraph Headings** Paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the interpretation of this Agreement.

45. **Counterparts** This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.

46. **Authority to Execute This Agreement** The person executing this Agreement on behalf of Subrecipient represents and warrants that he/she is duly authorized to do so.

47. **Transfer of Funds Prohibition** Subrecipient may not transfer funds between programs (*e.g.*, State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

48. **Parties** This Agreement is for the benefit of AZDOHS and Subrecipient as the only parties to this Agreement, and to their respective successors, assigns, executors and legal representatives. Except as expressly provided in this Agreement, nothing in this Agreement confers on any person other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities.

49. **Respective Responsibilities** Except as expressly provided in this Agreement, each party agrees that, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other party and the results thereof. In the event that either party becomes aware of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement, that party will immediately notify the other party, and the parties will share all information regarding such matter and cooperate with each other in addressing the matter. The parties are independent contractors, and nothing contained in this Agreement will create the relationship of partnership, joint venture, agency, or employment between the parties or any of their employees, officers, agents, or contractors. Each party hereby agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

50. **Publicity** Neither party shall use or mention in any publicity, advertising, promotional materials or news release the name or service mark(s) of the other party without the prior written consent of that party.

51. **Notices** All communications by either party to this Agreement, shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

Subrecipient must address all notices relative to this Agreement to the appropriate AZDOHS staff; contact information is at www.azdohs.gov.

AZDOHS shall address all notices relative to this Agreement to:

Chief of Police, Sean E. Duggan
Enter Title, First & Last Name Above
City of Chandler Police Department
Enter Agency Name Above
PO Box 4008, Mail Stop 303M
Enter Street Address Above
Chandler, AZ 85248
Enter City, State, ZIP Above

IN WITNESS WHEREOF, the parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE	**FOR AND BEHALF OF THE**
City of Chandler Police Dept. Enter Agency Name Above	Arizona Department of Homeland Security
Authorized Signature Above	
Kevin Hartke, Mayor Print Name & Title Above	Susan Dzbanko, Interim Director
Enter Date Above EPW	Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

ITEM 17

City Council Memorandum **Public Works & Utilities** **Memo No.** RE24-039

Date: January 11, 2024

To: Mayor and Council

Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
Warren White, Acting CIP Engineering Senior Manager

From: Erich Kuntze, Real Estate Administrator

Subject: Final Adoption of Ordinance No. 5073 Granting a Non-Exclusive Utility Easement to Arizona Public Service Company, at No Cost, to Accommodate the Wall Street Improvement Project (Frye Road to Chicago Street)

Proposed Motion:

Move City Council approve the final adoption of Ordinance No. 5073 granting a non-exclusive utility easement to Arizona Public Service Company, at no cost, to accommodate the Wall Street Improvement Project (Frye Road to Chicago Street).

Background:

Due to the city's planned Wall Street Improvement Project, Arizona Public Service Corporation (APS) needs to relocate some of its facilities between Frye Road and Chicago Street. The easement allows APS to relocate the necessary facilities on a portion of city-owned property.

The easement is granted at no cost to APS to facilitate a planned City of Chandler project. Staff has reviewed and approved the legal description.

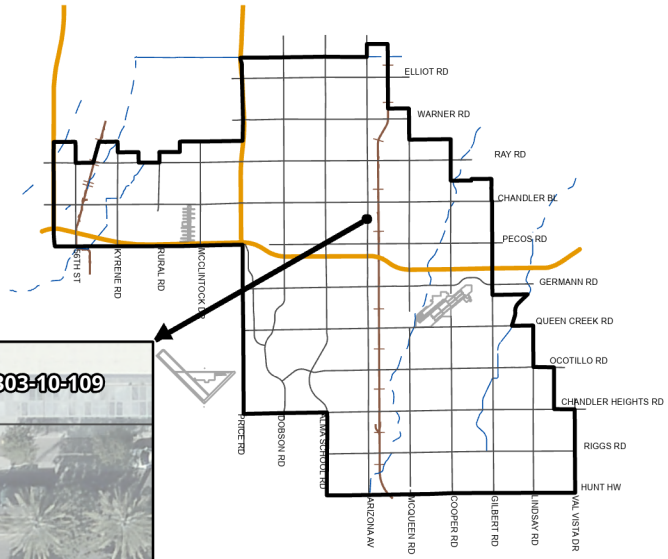
This Ordinance was introduced and tentatively adopted on December 7, 2023.

Attachments

Location Map
Ordinance No. 5073

CHANDLER arizona

INTRODUCTION AND TENTATIVE ADOPTION OF ORDINANCE NO. 5073 GRANTING A NON-EXCLUSIVE UTILITY EASEMENT TO ARIZONA PUBLIC SERVICE COMPANY, AN ARIZONA CORPORATION (APS), AT NO COST, TO ACCOMMODATE THE CITY'S WALL STREET IMPROVEMENT PROJECT CA2202 FROM FRYE ROAD TO CHICAGO STREET





MEMO NO. RE24-039

ORDINANCE NO. 5073

EXHIBIT A

NTS

ChanGIS

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ORDINANCE NO. 5073

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, GRANTING A NON-EXCLUSIVE UTILITY EASEMENT TO ARIZONA PUBLIC SERVICE COMPANY, AT NO COST, TO ACCOMMODATE THE CITY'S WALL STREET IMPROVEMENT PROJECT CA2202 FROM FRYE ROAD TO CHICAGO STREET.

WHEREAS, Arizona Public Service Company, an Arizona corporation ("APS") needs to relocate some of its facilities due to the City of Chandler's planned Wall Street Improvement Project CA2202 from Frye Road to Chicago Street; and

WHEREAS, the City of Chandler is willing to grant a non-exclusive utility easement to APS at no cost in order to accommodate the City's Wall Street Improvement Project.

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

Section 1. That the City Council of the City of Chandler, Arizona authorizes and approves the granting of a non-exclusive utility easement to APS, under and across that certain property legally described and depicted in Exhibit "A" attached hereto and made a part hereof by this reference.

Section 2. That the granting of said non-exclusive utility easement shall be in a form approved by the City Attorney attached hereto as Exhibit "B".

Section 3. That the Mayor of the City of Chandler, Arizona is hereby authorized to execute the easement and this Ordinance on behalf of the City.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this _____ day of _____ 20___.

ATTEST:

_____ _____

CITY CLERK MAYOR

PASSED AND ADOPTED by the Mayor and City Council of the City of Chandler, Arizona, this _____ day of _____, 20___.

ATTEST:

_____ _____
CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5073 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 20___, and that a quorum was present thereat.

_____
CITY CLERK

APPROVED AS TO FORM

_____
CITY ATTORNEY
DMG

Published in the Arizona Republic on:

EXHIBIT "A"

EXHIBIT "A"

LEGAL DESCRIPTION OF A PORTION OF GRANTOR'S PROPERTY
AS RECORDED IN INSTRUMENT NUMBER 2002-1124632, M.C.R.

PARCEL No. 2:

Lot 898, Block "1", of TOWNSITE OF CHANDLER, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 9 of Maps, Page 2;

EXCEPT the South 25.1 feet thereof; and also

EXCEPT Beginning at a point 25.1 feet North of the South line of said Lot and 94.2 feet West of the East line of said Lot;
Thence North 1.5 feet;
Thence West 8.68 feet;
Thence South 1.5 feet;
Thence East 8.68 feet to the Point of Beginning.

EXHIBIT "B"

NE33 01S 05E
33.300065, -111.842141
303-09-092
WA517840
RT/MJB

CITY OF CHANDLER-APS
UTILITY EASEMENT

THE CITY OF CHANDLER, a municipal corporation of the State of Arizona, (hereinafter called "Grantor"), is the owner of the following described real property located in Maricopa County, Arizona (hereinafter called "Grantor's Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE AP ART HEREOF

Grantor, for and in consideration of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY,** an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement, 8 feet in width or as further described in attached exhibits at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

The West 27 feet of the North 25 feet of Grantor's Property described in Exhibit "A".

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; and install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities solely for Grantee's own use incidental to supplying electricity (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"). Grantee Facilities shall consist of underground electric lines and appurtenant facilities including pad mounted equipment. In no event may any overhead electric lines and associated overhead equipment be installed unless in an emergency to restore power. Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves all other rights, interests and uses of the Easement Premises that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, driveways, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises without the prior written consent of Grantee, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee shall not have the right to use the Easement Premises to store gasoline or petroleum products, hazardous or toxic substances, or flammable materials; provided however, that this prohibition shall not apply to any material, equipment or substance contained in, or a part of, the Grantee Facilities, provided that Grantee must comply with all applicable federal, state and local laws and regulations in connection therewith. Additionally, the Easement Premises may not be used for the storage of construction- related materials or to park or store construction-related vehicles or equipment except on a temporary basis to construct, reconstruct, replace, repair, operate, or maintain the Grantee Facilities.

Grantor shall maintain clear areas that extend: 1) 3 feet from and around all edges of all switching cabinet pads and 2 feet from and around all edges of all transformer pads and other equipment pads, and 2) a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, and 3) a 6 feet by 6 feet hot-stick operating area off the front left corner of all transformers. No obstructions, trees, shrubs, large landscape rocks, fences, fixtures, or permanent structures shall be placed by Grantor within said clear areas; nor shall Grantor install landscape irrigation or sprinkler systems within said clear areas. Landscape irrigation or sprinkler systems installed adjacent to the clear areas shall be installed and maintained so that the transformers, switching cabinets or any other equipment do not get wet by spray or irrigation.

By accepting and utilizing this easement, Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably practicable, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

Grantee shall exercise reasonable care to avoid damage to the Easement Premises and all improvements thereon and agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area, including without limitation, all pavement, landscaping, cement, and other improvements permitted within the Easement Premises pursuant to this easement will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.

Grantor reserves the right to require the relocation of Grantee Facilities to a new location within Grantor's Property; provided however, that: (1) Grantor pays the entire cost of redesigning and relocating Grantee Facilities; and (2) Grantor provides Grantee with a new easement in a form and location acceptable to Grantee and at no cost to Grantee. Upon the acceptance by Grantee of a new easement and after the relocation of Grantee Facilities to the new easement area, Grantee shall abandon its rights to use the Easement Premises granted in this easement. The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

If any of Grantee's electric facilities in this easement are not being used or are determined not to be useful, Grantor may request that the facilities that are no longer needed be removed and that portion of the easement be abandoned. Grantee will execute and record a formal instrument abandoning the easement, or a portion thereof. Any facilities that are determined to still be needed for Grantee's electrical system can be relocated pursuant to the above relocation requirements.

Grantee shall not have the right to transfer, convey or assign its interests in this easement to any individual, corporation, or other entity (other than to an affiliated entity of Grantee or an entity that acquires from Grantee substantially all of Grantee's electric distribution facilities within the area of Grantor's Property) without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Grantee shall notify Grantor of the transfer, conveyance or assignment of any rights granted herein.

The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, **CITY OF CHANDLER,** a municipal corporation of the State of Arizona, has caused this Utility Easement to be executed by its duly authorized representative, this___ day of _____, 2024.

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

CITY OF CHANDLER,
a municipal corporation

By: _____

Its: _____
Title

STATE OF ARIZONA }
} SS.
County of Maricopa }

This instrument was acknowledged before me this ___ day of _____ 2024 by

_____, on behalf of **THE CITY OF CHANDLER**, a municipal corporation.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal

_____
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF A PORTION OF GRANTOR'S PROPERTY
AS RECORDED IN INSTRUMENT NUMBER 2002-1124632, M.C.R.

PARCEL No. 2:

Lot 898, Block "1", of TOWNSITE OF CHANDLER, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 9 of Maps, Page 2;

EXCEPT the South 25.1 feet thereof; and also

EXCEPT Beginning at a point 25.1 feet North of the South line of said Lot and 94.2 feet West of the East line of said Lot;
Thence North 1.5 feet;
Thence West 8.68 feet;
Thence South 1.5 feet;
Thence East 8.68 feet to the Point of Beginning.

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** RE24-040

Date: January 11, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
Warren White, Acting CIP Engineering Senior Manager
From: Erich Kuntze, Real Estate Administrator
Subject: Resolution No. 5757 Authorizing the Acquisition of a Temporary Construction Easement (TCE) Required for the Chandler Boulevard Fiber Project TUF2308; Authorizing the City's Real Estate Administrator to Sign the Purchase Agreement and any Other Documents Necessary to Facilitate the Acquisition; and Authorizing Relocation Assistance as may be Required by Law

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Proposed Motion:

Move City Council pass and adopt Resolution No. 5757 authorizing the acquisition of a temporary construction easement (TCE) required for the Chandler Boulevard Fiber Project (Project No. TUF2308); authorizing the city's Real Estate Administrator to sign the purchase agreement and any other documents necessary to facilitate the acquisition; and authorizing relocation assistance as may be required by law.

Background:

In accordance with the 2020 Fiber Master Plan, the city is improving approximately 3.7 miles of fiber service along Alma School Road and Frye Road. These improvements will support the Information Technology, Police, and Public Works & Utilities departments, the Traffic Management Center, and libraries, as well as create diverse paths to key city buildings. As a result of the project, it is necessary to acquire a TCE at the southeast corner of Alma School Road and Chandler Boulevard. The TCE is required in order to have room to conduct a horizontal directional drill procedure safely across Alma School Road. The land required for the easement will be appraised and an offer will be made pursuant to the appraised value. In the event relocation services are required, the city will

provide those services as required by law.

This resolution authorizes the acquisition of the TCE by sale of the owner; eminent domain proceedings are neither anticipated nor requested at this time.

Financial Implications:

Funds have been set aside in the project budget for acquisition and relocation services.

Attachments

Resolution No. 5757

Exhibit A - Location Map

RESOLUTION NO. 5757

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE ACQUISITION OF A TEMPORARY CONSTRUCTION EASEMENT REQUIRED FOR THE CHANDLER BOULEVARD FIBER PROJECT TUF2308; AUTHORIZING THE CITY'S REAL ESTATE ADMINISTRATOR TO SIGN THE PURCHASE AGREEMENT, AND ANY OTHER DOCUMENTS NECESSARY TO FACILITATE THE ACQUISITION; AND AUTHORIZING RELOCATION ASSISTANCE AS MAY BE REQUIRED BY LAW.

WHEREAS, the City of Chandler is planning to improve and update its fiber service along Alma School Road and Frye Road in order to improve fiber service within the city and to benefit to the public; and

WHEREAS, in order to allow the Project to proceed and be constructed in accordance with its schedule, the City of Chandler needs to acquire a Temporary Construction Easement (TCE) at the southeast corner of Alma School Road and Chandler Boulevard as depicted in the aerial map attached as Exhibit "A"; and

WHEREAS, the City is authorized by law to acquire, whether by purchase or dedication such real property rights as are needed for public purposes; and

WHEREAS, the acquisition of some of the TCE rights for the Project may result in the relocation of personal property.

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

Section 1. It is hereby determined that the acquisition of a TCE for the construction of the Chandler Boulevard Fiber Project TUF2308 is for a public and necessary purpose and is in the best interest of the citizens of the City of Chandler.

Section 2. The City is authorized and directed to purchase the TCE for an amount equal to the market value of the TCE to be acquired as determined by appraisal, or as approved by the Public Works & Utilities Director at an amount not exceeding the appraisal by ten percent (10%) or up to $50,000. Written offers must be in a form approved by the Chandler City Attorney and each purchase agreement entered into with a property owner must be approved as to form by the Chandler City Attorney prior to being deposited into escrow.

Section 3. Subject to Section 2 above, the City's Real Estate Administrator, any city real estate officer acting on the Administrator's behalf, or any retained right-of-way consultant acting at the direction of the Real Estate Administrator, is authorized to make written offers for said real property and, where accepted, to execute, deliver and deposit into escrow as required, the approved purchase agreements

along with all other documents and instructions necessary to consummate the purchase of said real property.

Section 4. The city is authorized to provide such relocation assistance, including benefits, as may be required by law. The City's Real Estate Administrator shall make the initial determination of any of any claim received for relocation benefits; any administrative appeal from such decision shall be considered and acted upon by and through the Real Estate Administrator or persons acting under the Administrator's direction or on the Administrator's behalf for such purpose, whose decision shall be final in accordance with applicable law.

PASSED AND ADOPTED by the City Council of the City of Chandler this _____day of _____, 2024.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5757 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2024, and that a quorum was present thereat.

_____

CITY CLERK

APPROVED AS TO FORM:

_____

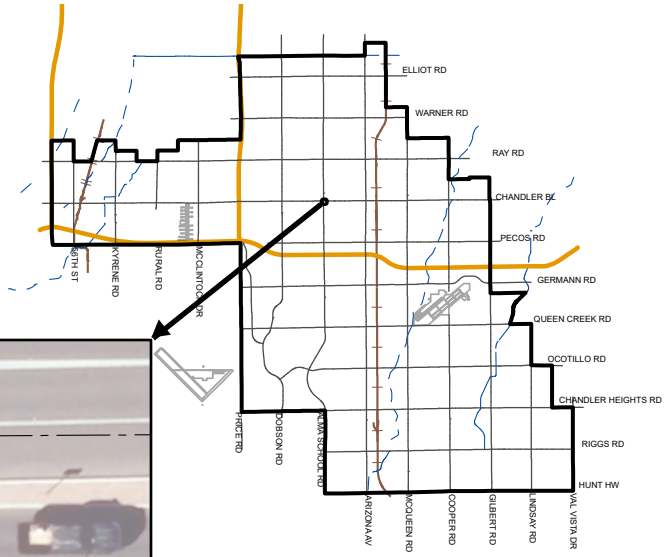
CITY ATTORNEY

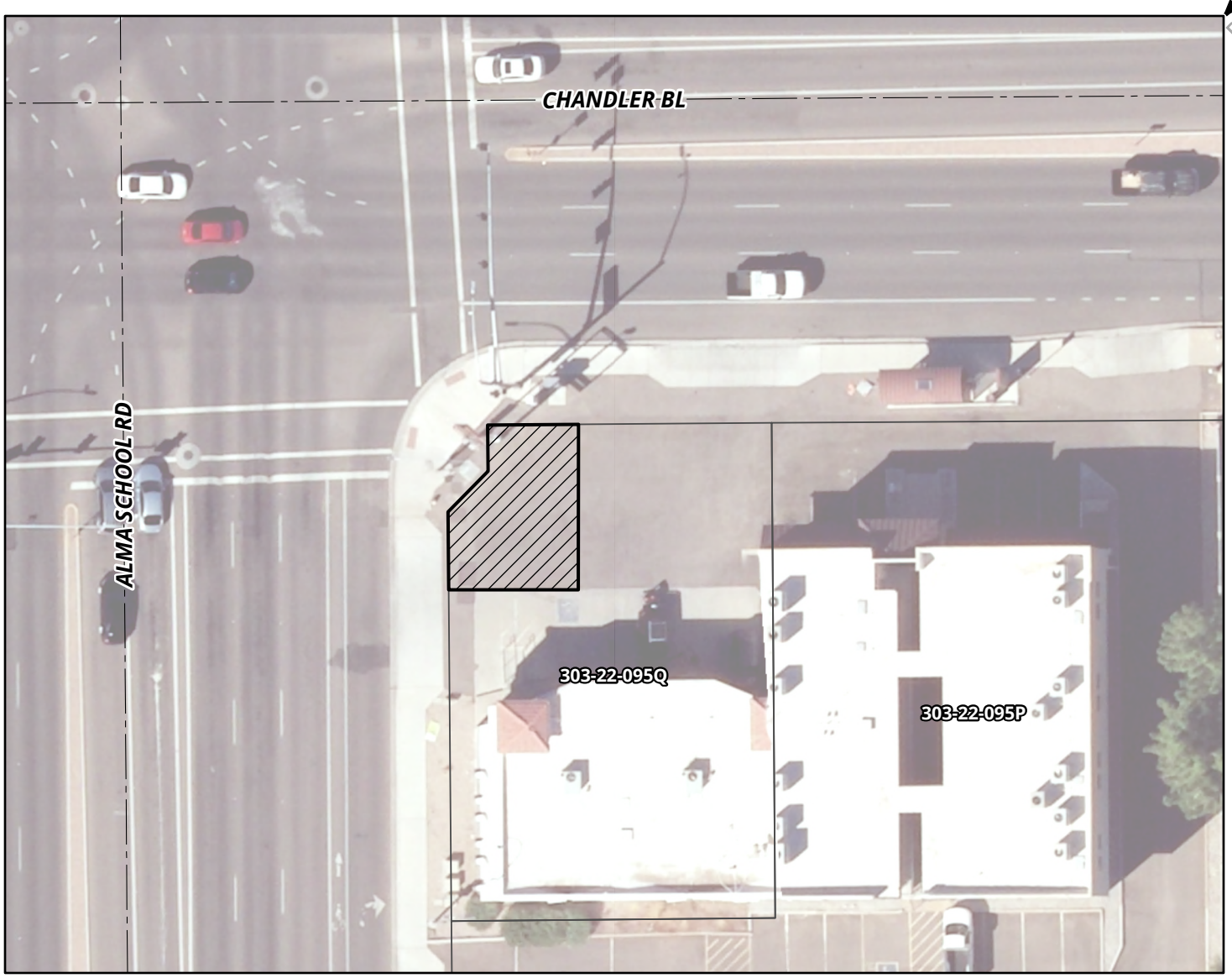
DMG

EXHIBIT “A”

CHANDLER arizona

RESOLUTION NO. 5757 AUTHORIZING THE ACQUISITION OF A TEMPORARY CONSTRUCTION EASEMENT (TCE) REQUIRED FOR THE CHANDLER BOULEVARD FIBER PROJECT TUF2308, AS SHOWN ON THE ATTACHED MAP, AUTHORIZING THE CITY'S REAL ESTATE ADMINISTRATOR TO SIGN, ON BEHALF OF THE CITY, THE PURCHASE AGREEMENT, AND ANY OTHER DOCUMENTS NECESSARY TO FACILITATE THE ACQUISITION; AND, AUTHORIZING RELOCATION ASSISTANCE AS MAY BE REQUIRED BY LAW





MEMO NO. RE24-040

RESOLUTION 5757

EASEMENT

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcGISPro_Shared\Map Requests\Real Estate\2023\RE24-040\RE24-040\RE24-040.aprx 1/5/2024 RandyE

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. UA24-052

Date: January 11, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: Jermaine Swinton, Utility Plant Superintendent
Subject: Agreement No. PW3-962-4568, Amendment No. 1, with Cleanview Sewer Inspections, Inc., for Video Inspection of Sewer Lines

---

Proposed Motion:

Move City Council approve Agreement No. PW3-962-4568, Amendment No. 1, with Cleanview Sewer Inspections, Inc., for video inspection of sewer lines, in an amount not to exceed $250,000, for a one-year period, December 12, 2023, through December 11, 2024.

Background/Discussion:

The city has approximately 960 miles of sewer lines. Video inspection services provided by this agreement will be used for inspection of sewer lines as part of routine assessments to investigate blockages, damage or collapses related to aging infrastructure. New sanitary sewer lines installed in the city are also video recorded, as required by the Maricopa County Environmental Services Department, before they are put into service.

Evaluation:

On December 8, 2022, City Council approved an agreement with Cleanview Sewer Inspections, Inc., for video inspection of sewer lines, 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 additional year at the same terms, conditions, and pricing. Staff recommends extension of this agreement for the term of December 12, 2023, through December 11, 2024. This is the first extension of the original agreement.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
615.3900.5219.0.0	Wastewater Operating	Other Professional Services	$250,000	N

Attachments

Amendment - Cleanview

DocuSign Envelope ID: ABD9D406-4FC8-4350-B6DE-8B9321D26DCC

City Clerk Document No. _____

City Council Meeting Date: January 11, 2024

AMENDMENT TO CITY OF CHANDLER AGREEMENT
VIDEO INSPECTION OF SEWER LINES
CITY OF CHANDLER AGREEMENT NO. PW3-962-4568

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 Cleanview Sewer Inspections, Inc., (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2024 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for video inspection of sewer line services (Agreement); and

WHEREAS, the term of the Agreement was December 12, 2022, through December 11, 2023, with the option of up to four one-year extensions; and

WHEREAS, the Parties wish to exercise the first 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 12, 2023, through December 11, 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 the original Agreement, which is incorporated into and made a part of this Amendment No. 1 by this reference. Total payments made to the Contractor during the term of this Amendment No. 1 will not exceed $250,000.

DocuSign Envelope ID: ABD9D406-4FC8-4350-B6DE-8B9321D26DCC

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. 1 and the Agreement, the terms and conditions in this Amendment No. 1 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: Edison Henao

Its: Owner

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. ST24-015

Date:	January 11, 2024
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 Signal Maintenance Services and Equipment

Proposed Motion:

Move City Council approve the purchase of traffic signal maintenance services and equipment, from CS Construction, Inc., utilizing City of Scottsdale Contract No. 2019-195-COS, and from AM Signal, LLC, utilizing Maricopa County Contract No. 230200, in a combined amount not to exceed $801,700.

Background/Discussion:

The Transportation Division is responsible for the maintenance of 224 signalized intersections and over 29,500 streetlights. Although city staff manages day-to-day maintenance of these assets, the rehabilitation of the underground infrastructure for the signals is completed by contractors that offer specialized services for this type of work. The contract with CS Construction, Inc., will be used for the rehabilitation of existing underground infrastructure at approximately five intersections, including installation of necessary conduit, junction boxes, and wiring.

Since 2002, the City has used both video detection cameras for traffic signal operation and video cameras at signalized intersections. The expected lifespan for traffic detection cameras has proven to be approximately ten to fifteen years. Replacements are necessary to reduce false traffic detection calls and further optimize traffic signal operations. The contract with AM Signal, LLC, will be used to replace aging cameras with the latest state-of-the-art equipment that can better detect bicyclists.

Video cameras installed at intersections have proven to last about 10 years. Replacement video cameras will provide higher resolution images back to the Traffic Management Center for traffic monitoring purposes. The expected lifespan of the traffic signal components is 5 to 8 years. This purchase will also replace various traffic signal cabinet components due to age.

This agreement and associated camera equipment are separate from and unrelated to the city's red light and speeding photo enforcement program.

Evaluation:

The City of Scottsdale competitively solicited and awarded a contract for traffic signal maintenance services to CS Construction, Inc. The contract is valid through October 23, 2024. Maricopa County competitively solicited and awarded a contract for traffic signal equipment to AM Signal, LLC. The contract is valid through October 31, 2024. The city has current agreements with the City of Scottsdale and Maricopa County allowing for cooperative use of their contracts. Staff recommends the cooperative use of these contracts because of competitive pricing and the variety of services and equipment provided.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
411.3310.6516.6ST322	Streets General Obligation Bonds	Traffic Signals Improvements	$141,700	Y
401.3310.6210.6ST714	Capital General Fund	Signal Detection Cameras	$660,000	Y

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. ST24-017

Date: January 11, 2024
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. PW4-285-4704, with Cem-Tec Corporation, for Streetlight Poles

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Proposed Motion:

Move City Council approve Agreement No. PW4-285-4704, with Cem-Tec Corporation, for streetlight poles, in an amount not to exceed $200,000, for a one-year term, January 18, 2024, through January 17, 2025, with the option of up to four one-year extensions.

Background/Discussion:

The Transportation Division is responsible for the maintenance of over 28,515 streetlight poles on public streets throughout the city. This agreement will allow for the purchase of streetlight poles. The majority of the poles purchased will be used to replace existing poles that are damaged as a result of traffic accidents or rust. This agreement is also used to purchase poles for miscellaneous new streetlight installations to increase lighting levels in older, developed areas. Estimated quantities are based on the historical number of installations. In Fiscal Year 2022-2023, 80 poles were replaced. The agreement will allow for the purchase of approximately 260 poles during the contract term. Installation of these poles is completed through a separate contract.

Evaluation:

On October 30, 2023, city staff issued Invitation for Bid No. PW4-285-4704 for the purchase of streetlight poles. Notification was sent to all registered vendors. One bid was received from Cem-Tec Corporation. Staff evaluated the bid as fair, reasonable, and meeting the needs of the city, and therefore recommends award to Cem-Tec Corporation.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.3310.5219.6ST051	Capital General Fund	Streetlight Additions & Repairs	$200,000	Y

Attachments

Agreement - Cem-Tec

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City Clerk Document No. _____

City Council Meeting Date: January 11, 2024

CITY OF CHANDLER PURCHASE AGREEMENT
STREET LIGHT POLES
CITY OF CHANDLER AGREEMENT NO. PW4-285-4704

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Cem-Tec Corporation, an Arizona Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made _____ , 2024 (Effective Date).

RECITALS

A. City proposes to purchase street light poles 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 goods or 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 goods or 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 in accordance with 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 goods services in Chandler, Arizona exercises under similar conditions. All goods or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless

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authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the goods 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 goods or services.

SECTION III: PERIOD OF SERVICE

Contractor must perform in accordance with Exhibit A for the term of this Agreement.

The term of the Agreement is one year and begins on January 18, 2024, and ends on January 17, 2025 unless sooner terminated in accordance with this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION 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 approved and accepted by the City under this Agreement must not exceed $200,000. Contractor must submit requests for payment for goods or 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 goods or services negotiated as a lump sum will be made in accordance with the percentage of the goods furnished or services completed during the preceding billing period. Goods or services negotiated as a not-to-exceed fee will be paid in accordance with the goods furnished or services completed 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 goods or services within 30 days of the City's receipt of the request for payment.

4.2 Applicable Taxes. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

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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 goods or 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 goods or 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 work, cost of goods, cost of performance, or Project schedule, the goods or services 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 purchase or service provided for in this Agreement, or abandon any portion of the Project for which the Contractor has performed. In the event the City abandons or suspends the purchase or services, or any part of the purchase or 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

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work 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 goods or services Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's goods or services to appraise the status completed. The Contractor will receive compensation in full for goods provided or services performed to the date of such termination. The fee will be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor’s property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

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

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must

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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: Raquel McMahon	Name: Michael Edelstein
Title: Procurement Officer	Title: General Manager
Address: 175 S. Arizona Ave.	Address: 3745 S. 7th Ave.
Chandler, AZ 85225	Phoenix, AZ 85041
Phone: 480-782-2400	Phone: 602-268-8895
Email: raquel.mcmahon@chandleraz.gov	Email: michael@cem-tec.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 furnishing goods or performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to furnish goods or 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 Work. 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.

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5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees 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 goods or 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

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the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor 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

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into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.27 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a 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.

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

5.35 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.

5.36 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.

5.37 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.

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

Exhibit A - Project Description/Scope of Work
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

5.39 Special Conditions. As part of the goods furnished or 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.

5.40 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, 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

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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. 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.

5.41 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.

5.42 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.

5.43 Warranties. Unless otherwise provided in Exhibit D, the 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.

5.44 Liens. The Contractor warrants that the materials supplied under this Agreement are free of liens and will remain free of liens.

5.45 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the City of the materials, they will be (a) of a quality to pass without objection in the trade under the Agreement description, (b) fit for the intended purposes for which the materials are used, (c) within the variations permitted by the Agreement and are of even kind, quantity, and quality within each unit and among all units, (d) adequately contained, packaged and marked as the Agreement may require, and (e) conform to the Contractor's written promises or affirmations of fact.

5.46 Fitness. The Contractor warrants that any material supplied to City will fully conform to all requirements of the Agreement and all the Contractor's representations, and will be fit for all purposes and uses required by the Agreement.

5.47 Inspection/Testing. The warranties set forth in the Agreement are not affected by the City's inspection or testing of or payment for the materials by the City.

5.48 Packing and Shipping. The Contractor will be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC)

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regulations. Containers must be clearly marked as to lot number, destination, address, and purchase order number.

5.49 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.

5.50 Risk of Loss. The Contractor will bear all loss of conforming material covered under this Agreement until received by authorized personnel at the location designated in the purchase order or Agreement. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials will remain with the Contractor regardless of receipt.

5.51 Current Products. All products offered in response to this solicitation will be in current and ongoing production; will have been formally announced for general marketing purposes; will be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the City's solicitation.

5.52 Annual Usage Report. Upon request, the Contractor will furnish to the City an annual usage report delineating the acquisition activity governed by the Agreement. The format of the report will be approved by the City and will disclose the quantity and the dollar value of each agreement item by individual purchasing unit.

5.53 Catalogs/Agreement Price Listing. As applicable, the Contractor will furnish to all requesting departments catalogs at no cost, which will outline agreement prices.

5.54 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.

5.55 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.

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

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: Michael Edelstein
	GENERAL MANAGER
Its: Mayor	Its: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

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EXHIBIT A TO AGREEMENT
SCOPE OF WORK

GENERAL

Contractor to provide streetlight poles as specified within these specifications.

SPECIFICATIONS

All poles shall be galvanized with a flange plate for foundation installation unless otherwise noted. M. H. denotes mounting height.

All designs/specifications for bid items can be found in the City of Chandler Street Light Design Technical Manual #6 located on Chandler's website using the following link:

City-of-Chandler-Engineering-Design-Standards-Manual.pdf (chandleraz.gov)

Section 6.4.1 - Pole Fabrication, for the required specifications including fixture weight support, wind loading, steel construction, and other requirements based on type of streetlight pole.

Pole shaft material shall be steel of 48,000 p.s.i. minimum yield after fabrication. All pipes shall be ASTM A-53 grade "B".

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EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES

Item No.	Description	Annual Estimated Quantity	Unit Price
1	SL-1 pole 35' M.H. incl. arm	35	$806
2	SL-1 pole 35' M.H. (direct bury), incl. arm	5	$1,114
3	SL-1 pole 30' M.H., incl. arm	30	$758
4	SL-1 pole 30' M.H. (direct bury), incl. arm	5	$852
5	SL-1 pole 35' M.H. for double davit, incl. arms	5	$1,290
6	SL-6, 25' pole w/arm 1’ 8” rise, 6’-6” reach	3	$764
7	SL-8, 32' pole w/arm 3’ rise, 8'-6" reach	3	$1,076
8	SL-16 22' pole - single tenon	3	$676
9	SL-16 30' pole - single tenon	10	$827
10	SL-16 30' pole - double tenon	1	$873
11	SL-16 35' pole - single tenon	5	$1,019
12	SL-16 35' pole - double tenon	3	$1,025
13	SL-17 35' pole, incl. arm	5	$1,174
14	22’ Rd stepped steel anchor base pole handhole, 2-7/8” OD tenon top, base plate to accept 1’ anchor bolts, plate with 10-1/2” bolt circle, powder coat black.	5	$600
15	4' 6" Arm	35	$130
16	6' 6" Arm	40	$130
17	6' 6" Double Davit Arm	10	$244

All prices are F.O.B. Destination, see “Delivery” in general conditions.

Delivery Days after receiving order (ARO): 4 weeks

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EXHIBIT C TO AGREEMENT
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

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occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

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.

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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 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 TO AGREEMENT
SPECIAL CONDITIONS

NONE

CHANDLER arizona
Community of Innovation

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

Date:	January 11, 2024
To:	Mayor and Council
From:	Dana DeLong, City Clerk
Subject:	Election of Vice Mayor for a One-Year Term

Proposed Motion:

Move City Council elect a Vice Mayor of the Council with a term beginning January 12, 2024, and ending January 9, 2025.

Background/Discussion

This item is presented for the City Council to make its annual selection of a Vice Mayor of the Council. The City Charter, Article 2, Section 2.03(b), calls for the Council to elect among its members a Vice Mayor who shall act as Mayor during the temporary absence or disability of the Mayor.

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No.

Date: January 11, 2024
To: Mayor and Council
From: Development Services Department
Subject: November 15, 2023, Planning and Zoning Commission Meeting Minutes

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Attachments

November 15, 2023 Zoning Code Amendment Study Session Minutes
November 15, 2023 Study Session Minutes
November 15, 2023 Regular Meeting Minutes

Meeting Minutes
Planning and Zoning Commission
Study Session: Zoning Code Amendments

November 15, 2023 | 3:00 p.m.
Chandler City Council Chambers
88 E. Chicago St., Chandler, AZ

CHANDLER arizona
Community of Innovation

Call to Order

The meeting was called to order by Chairman Heumann at 3:05 p.m.

Roll Call

Commission Attendance

Chairman Rick Heumann
Vice Chair Sherri Koshiol
Commissioner Michael Quinn
Commissioner Jeff Velasquez
Commissioner Kyle Barichello

Absent

Commissioner Rene Lopez
Commissioner Erik Morgan

Staff Attendance

Kevin Mayo, Planning Administrator
Lauren Schumann, Principal Planner
Alisa Petterson, Senior Planner
Harley Mehlhorn, City Planner
Darsy Omer, Associate Planner
Thomas Allen, Assistant City Attorney
Julie San Miguel, Clerk

Scheduled/Unscheduled Public Appearances

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

Consent Agenda and Discussion

1. PLH23-0026 City Code Amendments related to Zoning, Property Maintenance, & Garbage

An Addendum Memo was presented to the Commission, Planning staff revised portions of the draft text after receiving additional feedback and comments.

CHAIRMAN HEUMANN welcomed everyone to the meeting and acknowledged that while some Zoning Code Amendments will be straightforward, others might require further discussion and potential modifications before the Regular Meeting. He advised if any members of the Commission felt the need to discuss certain items more extensively it could be addressed during the Regular Meeting.

KEVIN MAYO, PLANNING ADMINISTRATOR expressed gratitude for the feedback received, noting that it continually improved the proposed zoning code amendments. He discussed the intention to use this time of year annually for code updates to avoid such a heavy load in the future.

LAUREN SCHUMANN, PRINCIPAL PLANNER introduced the item and acknowledged the significant amount of zoning code amendments. She expressed gratitude for the Commission's extensive review and staff for their assistance in drafting the amendments. She explained the presentation of the zoning code amendments are divided into two: economic vitality, focusing on non-residential and commercial uses, and neighborhoods. She specified that the Planning and Zoning Commission's role was to review items under Chapter 35 (Land Use and Zoning) and Chapter 39 (Sign Code), with additional code cleanups for code enforcement under Chapter 30 (Property Maintenance) and a word change in Chapter 44 (Garbage and Refuge). She clarified a conversion from alley trash pickup to curbside, noting that the word "wishes" in the code was being changed to "vote" emphasizing neighborhood involvement. She explained that the proposed code amendments aligned with the council's strategic framework and these amendments are aimed to facilitate infill redevelopment and the rejuvenation of old commercial centers while enhancing the quality of life in neighborhoods. She detailed the process leading to the revisions, including stakeholder meetings with the Economic Development Advisory Board, Multi Housing Association, the Downtown Chandler Community Partnership, and public feedback. She stated there were concerns about parking calculations and there was opposition on certain multifamily parking requirements. She mentioned receiving mixed responses from the public, with some supporting proposals like accessory dwelling units and open-air remodels. She explained how the agenda items were grouped within the presentation and stated each slide addressed a specific motion and began the presentation.

A. Move Planning and Zoning Commission recommend approval of proposed text amendments to section 35-200 Definitions of the Zoning Code relating to mid-rise development, bar, and other updates, as recommended by Planning staff.

LAUREN SCHUMANN, PRINCIPAL PLANNER presented details regarding proposed text amendments to section 35-200 Definitions of the Zoning Code relating to mid-rise development, bar, and other updates, as recommended by Planning staff.

COMMISSIONER BARICHELLO asked whether the number of stories mattered or if it was just about the 55-foot height.

KEVIN MAYO, PLANNING ADMINISTRATOR responded the current code did not specify a number of stories and focuses on height.

CHAIRMAN HEUMANN presented concerns regarding neighborhood notification and asked if a 55-foot structure in a neighborhood would change the public notification requirements.

LAUREN SCHUMANN, PRINCIPAL PLANNER responded through the entitlement process for buildings that exceed a certain height and requesting a mid-rise development expands the notification radius from 600 feet to a quarter mile, and for all registered neighborhood organizations, it extends from a quarter mile to a half mile.

CHAIRMAN HEUMANN pointed out the notification radius for buildings 45 feet or below,is just 600 feet and asked if it would be possible to keep the larger notification radius for transparency, even if a building is allowed by right. He presented concerns regarding notification of HOAs and neighborhoods for proposed infill projects.

KEVIN MAYO, PLANNING ADMINISTRATOR confirmed that the notification would remain the same for mid-rise developments, but the expanded notification process would apply to structures 55 feet and above.

CHAIRMAN HEUMANN asked why there is not one standardize the notification radius for all structures, regardless of height, to ensure transparency and avoid community concerns about not being notified. He asked if it could be added a proposed Zoning Code Amendment.

KEVIN MAYO, PLANNING ADMINISTRATOR acknowledged this was a good suggestion and could be considered in future code updates, especially regarding citywide notification requirements; however, notifications is not part of the current code amendment. He further stated that it could not be added because it is found in a separate area of the code and there was no legal public advertisement/notification.

CHAIRMAN HEUMANN asked that be added to the notes for consideration in the next year's updates, emphasizing the need for a clear and standardized notification process.

LAUREN SCHUMANN added that during the last code amendment in 2020, they reviewed neighborhood notification processes and expanded them to include posting large wooden signs at the site and incorporating social media postings. She also mentioned that the city uploads neighborhood meeting information to the City's website.

CHAIRMAN HEUMANN recalled changes made around 2012 or 2014 to expand notification distance and suggested that a standard radius for all notification would be cleaner.

B. Move Planning and Zoning Commission recommend approval of proposed text amendments to section 35-305 Use Permit, relating to renewal enforcement, as recommended by Planning staff.

LAUREN SCHUMANN, PRINCIPAL PLANNER presented details regarding proposed text amendments to section 35-305 Use Permit, relating to renewal enforcement, as recommended by Planning staff.

CHAIRMAN HEUMANN stated this topic had been under discussion for many years and noted situations where someone requests a time extension after a permit had already expired by many years. He asked if there was an improved system in place to notify Applicants when a use permit was due to expire. He further asked if the responsibility was on the applicants to file the necessary paperwork.

LAUREN SCHUMANN, PRINCIPAL PLANNER clarified staff maintains a running list and sends out notifications when use permits were about to expire. She stated this approach has resulted in a significant number of Applicants filing the required paperwork and explained the need for this proposed amendment rose when an Applicant received one of these letters and was uncertain about whether they needed to cease operations or what the implications would be, as they could not find relevant information in the City Code.

CHAIRMAN HEUMANN stated if someone is sending notification that is great and presented statements regarding past challenges with Applicants filing a year after expiration.

C. Move Planning and Zoning Commission recommend approval of proposed text amendments to articles IV. AG-1-Agricultural District, V. SF-33-Single Family District, VI. SF-18-Single Family District, VI.1. SF-10 Single Family District, VIII. MF-1-Medium Density Residential District, IX. MF-2-Multiple Family Residential District, and X. MF-3-High Density Residential District of Chapter 35 Land Use and Zoning, cleaning up language and permitting single family homes on parcels zoned multifamily residential that are less than 12,000 square feet, as recommended by Planning staff.

LAUREN SCHUMANN, PRINCIPAL PLANNER presented details regarding proposed text amendments to articles IV. AG-1-Agricultural District, V. SF-33-Single Family District, VI. SF-18-Single Family District, VI.1. SF-10 Single Family District, VIII. MF-1-Medium Density Residential District, IX. MF-2-Multiple Family Residential District, and X. MF-3-High Density Residential District of Chapter 35 Land Use and Zoning, cleaning up language and permitting single family homes on parcels zoned multifamily residential that are less than 12,000 square feet, as recommended by Planning staff.

CHAIRMAN HEUMANN pointed out this will eliminate half of the meetings we have had this year and confirmed there were no questions or comments form the Commission Members.

D. Move Planning and Zoning Commission recommend approval of proposed text amendments to sections 35-1203, 35-1503, 35-1703, and 35-1902.4, granting authority to the Planning Administrator to reduce front yard setbacks within the Infill Incentive District, as recommended by Planning staff.

LAUREN SCHUMANN, PRINCIPAL PLANNER presented details regarding proposed text amendments to sections 35-1203, 35-1503, 35-1703, and 35-1902.4, granting authority to the Planning Administrator to reduce front yard setbacks within the Infill Incentive District, as recommended by Planning staff.

COMMISSIONER VELASQUEZ inquired about the definition of greater material diversity, particularly in the context of using different materials like steel.

LAUREN SCHUMANN, PRINCIPAL PLANNER informed the commission that within the code contains language specifying that no more than 65% of one material should be used and stated staff had deliberately not defined this to maintain flexibility. She mentioned the code's language about the building's movement and clarified they had not established a minimum number for diversity of materials.

COMMISSIONER BARICHELLO asked if there were any examples of where there is an undeveloped corner at the intersection of an arterial with three sides not meeting the 25-feet setback. He expressed concern about the comparative impact when a new development is allowed a reduced setback, and it still stands out from the surrounding area due to a greater setback. He commented on the minimal difference between setbacks of 15 and 25 feet when the surrounding area has setbacks of around 10 feet.

KEVIN MAYO, PLANNING ADMINISTRATOR responded that they were open to suggestions and had received varied feedback expressing concern about whether future teams.

COMMISSIONER BARICHELLO agreed and expressed he favored lower setback limits.

COMMISSIONER QUINN mentioned it will be hard to get people to meet all these requirements and still only use half of the offset when the purpose of this is to get properties occupied.

KEVIN MAYO, PLANNING ADMINISTRATOR expressed openness to feedback and stated staff initially started with zero a setback, but it was revised after consideration.

CHAIRMAN HEUMANN emphasized the importance of considering future implications of their decisions, mentioning a point system used in the southeast area plan. He expressed concern about the ambiguity in the current language, particularly in terms of material diversity, creative design, and urged for clearer definitions.

KEVIN MAYO, PLANNING ADMINISTRATOR recounted their experience with the point system in the southeast Chandler area, noting that it often led to homogenized designs as developers chose the path of least resistance. He discussed the intent behind their current approach, focusing on goal-based criteria rather than prescriptive measures as the point system approach did not get yield the results ultimately wanted.

CHAIRMAN HEUMANN stressed the need for better definitions to ensure consistent application of rules, particularly after the current staff's departure. He suggested using examples of quality design as a guideline, therefore builders do not just follow the easiest path.

KEVIN MAYO, PLANNING ADMINISTRATOR welcomed specific feedback for improving clarity in their criteria. He mentioned recent tweaks to the guidelines and the importance of meeting the community's expectations.

COMMISSIONER BARICHELLO suggested a reverse approach where more line items in the criteria which could lead to an increased number of setbacks.

COMMISSIONER QUINN asked if any of the items mentioned, specifically one through six, are defined in other parts of the guidelines pertaining to greater material density. He referenced that there is a stipulation for at least 30% of a different material or texture to be used in the construction and suggested that exceeding this percentage should be more substantial. He proposed an increase not just to 31%, but to a higher figure like 40% to ensure significant material diversity.

KEVIN MAYO, PLANNING ADMINISTRATOR acknowledged the current approach's limitations and presented statements regarding challenges in achieving the intended outcomes with existing guidelines.

CHAIRMAN HEUMANN highlighted the importance of clear definitions to avoid future ambiguities and ensure the implementation of creative design.

COMMISSIONER VASQUEZ asked about the definition of "greater material diversity" and whether it was defined elsewhere in the code.

KEVIN MAYO, PLANNING ADMINISTRATOR pointed out an example is Price Road and discussed challenges in defining material diversity and its application in different architectural contexts.

CHAIRMAN HEUMANN mentioned the evolution of materials over time and the importance of flexibility in their guidelines to accommodate future developments.

COMMISSIONER QUINN pointed out that overly restrictive guidelines could hinder sensible design decisions and used an example where a regulation demands 50% glazing for all street-facing

elevations, including south-facing ones, which could lead to impractical designs due to limited space and excessive heat, necessitating excessive HVAC usage.

CHAIRMAN HEUMANN presented statements regarding the evolving nature of building materials, sharing his experience of touring Kodak and seeing innovative materials. He suggested that material diversity in the future could include new undiscovered materials.

COMMISIONER QUINN stated he agreed that some aspects of the guidelines should be open to negotiation, allowing developers to present sensible plans that could include innovative insulation and material use without needing constant oversight.

CHAIRMAN HEUMANN his struggle with defining material diversity in a way that does not overly constrain developers. He mentioned hearing concerns from developers about planners changing requirements after projects had begun, emphasizing the need for clear yet flexible guidelines.

KEVIN MAYO, PLANNING ADMINISTRATOR suggested the possibility of including language in the code indicating that guidelines are additional to existing codes, to provide clarity at the baseline. He stated staff is open to tweaking the guidelines as needed.

CHAIRMAN HEUMANN asked how to define material diversity percentages meaningfully, rather than just incrementally increasing them by small amounts like 1%.

COMMISSIONER QUINN asked how many properties north of the 202 freeway are applying for infill permits annually.

KEVIN MAYO, PLANNING ADMINISTRATOR clarified that not all properties were permanently filled and approximately 50 permits are filed a year.

COMMISSIONER QUINN suggested observing over the next year to assess the effectiveness of the rules and identify potential areas for improvement. He pointed out that 50 cases are a good sample to use the framework as a basis for evaluation and allowing them to identify and address any issues.

CHAIRMAN HEUMANN remembered reviewing Downtown Redevelopment Plan and they were shown various development examples in Phoenix, Scottsdale, and Tempe; he asked in showing such examples could this guide developers to understanding the quality and diversity sought by the city.

KEVIN MAYO, PLANNING ADMINISTRATOR stated adding images to the implementation packet as examples of the desired quality is a way to clarify goals without making the guidelines overly restrictive, but he did not feel it necessary to codify images.

THOMAS ALLEN, ASSISTAINT CITY ATTORNEY stated he worked with staff on the language of the guidelines and advocated for more discretion to be given to staff. He emphasized the importance of flexibility in design and the ability to adjust to the changing objectives of City Council. He explained there is a level of subjectivity that should be trusted to professionals and from a legal perspective it was intentionally written to be broad and discretionary.

CHAIRMAN HEUMANN expressed concern about the Council's understanding of planning complexities and suggested providing image examples of quality developments to set expectations.

COMMISSIONER QUINN advised that City of Phoenix's approach to infill is having a separate division where planners had enough freedom to negotiate sensible solutions with developers. He emphasized the efficiency in their approach to handling infill projects.

KEVIN MAYO, PLANNING ADMINISTRATOR presented statements regarding the negotiation process with developers. He stated the proposed change will allow staff to reach a compromise that would be acceptable to both the commission and the council, while acknowledging the potential changes in staff and guidelines over time.

CHAIRMAN HEUMANN presented concerns about inconsistency in planning approvals, stressing the need for a process that accelerates approvals when developers meet specified requirements.

COMMISSIONER QUINN suggested reviewing the guidelines annually to assess their effectiveness and adapt as necessary.

CHAIRMAN HEUMANN agreed with the idea to review this annually to work out any issues.

KEVIN MAYO, PLANNING ADMINISTRATOR stated staff is open to feedback.

E. Move Planning and Zoning Commission recommend approval of proposed text amendments to sections 35-1802 General Requirements and 35-1804 Parking Schedule, relating to parking requirements, as recommended by Planning staff.

LAUREN SCHUMANN, PRINCIPAL PLANNER presented details regarding proposed text amendments to sections 35-1802 General Requirements and 35-1804 Parking Schedule, relating to parking requirements, as recommended by Planning staff.

CHAIRMAN HEUMANN presented statements regarding the need for more parking spaces and developers accommodating.

KEVIN MAYO, PLANNING ADMINISTRATOR shared staff is receiving significant pushback from industrial developers who preferred parking ratios of 1.19 to 1.13. He noted that these developers

are dismissive of users who required more parking, leading to a mismatch between developer expectations and City desired users. He mentioned that efforts to reach a parking ratio of two per 1,000 had been challenging, especially since Amazon's entry into the market, which had shifted their focus to parking and desirable types of building users.

CHAIRMAN HEUMANN emphasized the importance of serving the City's needs and Council's objectives.

KEVIN MAYO, PLANNING ADMINISTRATOR explained that buildings are being constructed with a cost structure that would attract desired users and parking availability.

CHAIRMAN HEUMANN asked if this creates a massive concrete front.

LAUREN SCHUMANN,PRINCIPAL PLANNER responded with the use of landscape, hopefully not and stated for multifamily parking requirements, staff compared the City's standards to those of other cities and adjusted guest parking spaces to 0.2 per unit in response to feedback from various stakeholders. She highlighted the parking issues with current apartment developments, where residents often do not park within the complex and often times are parking on public streets instead.

CHAIRMAN HEUMANN presented statements about the changing dynamics of infill projects and the impact of increased rents on parking needs, stressing the importance of adequate parking to prevent overflow into neighborhoods. He stated due to rent increases it is common for 4 people to live in a 2-bedroom apartment and pointed out the original parking ratio proposed was 2.25 and stated that he had no issues with that number.

LAUREN SCHUMANN, PRINCIPAL PLANNER stated part of the proposal would prohibit multifamily developers from charging separate fees for parking, as this practice often led to residents parking on streets to avoid additional costs. She further stated any additional fees would need to be included in the rent.

KEVIN MAYO, PLANNING ADMINISTRATOR explained that developers have contested stating that the City cannot prohibit them from charging fees for parking, but the City has maintained that while developers could charge for parking, however, should not be a separate fee from the unit's rent.

COMMISSIONER QUINN shared personal experiences of his son's parking issues in residential areas due to insufficient apartment parking.

COMMISSIONER BARICHELLO sought clarification on the proposal to prohibit separate parking fees, inquiring about the possibility of itemizing such fees within the rent.

CHAIRMAN HEUMANN stated it would lock them in so renters could not opt out of parking.

VICE CHAIR KOSHIOL clarified that the parking fees included in rent is only for the required number of parking spaces. She confirmed that apartments could still charge fees for garages as they go beyond the required parking number.

CHAIRMAN HEUMANN stated that proposals for rentals with garages have come through where it had to be confirmed that the garages would be used for parking and not storage.

VICE CHAIR KOSHIOL stated she was comfortable changing the parking ratio to the higher number contained in the original proposal.

LAUREN SCHUMANN, PRINCIPAL PLANNER presented the changes in guest parking requirements based on the number of units, comparing the previous and proposed standards.

CHAIRMAN HEUMANN commented on the parking challenges in various developments and the need for sensible solutions and asked if any other Commission Members felt the ratio should be higher.

COMMISSIONER QUINN clarified that the increased would require 1 guest parking space per 2 units.

VICE CHAIR KOSHIOL pointed out that 1 guest parking space per 5 units is the standard from what she has observed.

KEVIN MAYO, PLANNING ADMINISTRATOR pointed out that the proposal could be increased to 2.25 the City can see if this has an affect on the parking overflow issue.

COMMISSIONER BARICHELLO asked what kind of feedback was given by stakeholders and if it was based on developer feedback that the number was lowered to 2.0.

KEVIN MAYO, PLANNING ADMINISTRATOR stated that the feedback staff received was that other cities are lowering their parking requirement.

CHAIRMAN HEUMANN pointed out those who reduce their parking ratio will have negative consequences unless they are along the light rail.

THOMAS ALLEN, ASSISTANT CITY ATTORNEY suggested in the Commission's motion regarding this item note their recommendation and the specific item number/letter.

COMMISSIONER QUINN pointed out the necessity of the proposed additional parking spaces due to increased prices and the need for roommates to help with the financial burden. He stated it is not out of the ordinary for as many as 4 people to live in a two-bedroom apartment.

LAUREN SCHUMANN, PRINCIPAL PLANNER stated the proposed zoning code amendment also includes guest parking requirements for developments other than apartments that staff currently follows as a policy. She explained the long-standing policy written by the transportation city engineer states that developments that do not have on-street parking spaces, should be required to have guest parking spaces at .25 per lot and .5 if there are no driveways and they should be evenly dispersed throughout the development.

KEVIN MAYO, PLANNING ADMINISTRATOR expressed the need for the policy to be included in the code, mentioning difficulties in its enforcement due to the lack of codification.

Note: Motion E was amended as a result of the Planning and Zoning's discussion during the Zoning Code Amendment Study Session. The modification requires guest parking spaces to .25 per unit.

F. Move Planning and Zoning Commission recommend approval of proposed text amendments to section 35-1902.8(c) Site Development Plan, allowing the Planning Administrator to administratively approve more than two free-standing pads, as recommended by Planning staff.

LAUREN SCHUMANN, PRINCIPAL PLANNER presented details regarding proposed text amendments to section 35-1902.8(c) Site Development Plan, allowing the Planning Administrator to administratively approve more than two free-standing pads, as recommended by Planning staff.

COMMISSIONER BARICHELLO inquired if two specific fast-food outlets desired to be adjacent, whether they would need to undergo the design process.

CHAIRMAN HEUMANN presented statements about the implications of allowing a small drive-thru next to a high-turnover use. He asked what prevents the small drive thru from becoming a high-turnover use in the future and what about the impact on adjacent properties.

KEVIN MAYO, PLANNING ADMINISTRATOR explained that drive thrus for different types of businesses, such as a dry cleaner, would be designed differently than for high-turnover restaurants. He clarified that even if a high-turnover restaurant replaced a low-turnover drive-thru, they could not be situated side by side due to the menu board and other elements.

CHAIRMAN HEUMANN expressed concerns about different types of businesses with drive thrus, coming in if one goes out of business and is replaced by another.

KEVIN MAYO, PLANNING ADMINISTRATOR reiterated that the code differentiated between high and low turnover uses, ensuring that a high turnover use could not replace a low turnover use by right.

CHAIRMAN HEUMANN raised concerns about traffic impacts, particularly on smaller streets, and the implications of allowing multiple pads in such areas, especially if a user like Chick-fil-a came in.

KEVIN MAYO, PLANNING ADMINISTRATOR assured that any new development would undergo a standard building permit process, including traffic impact assessments, to ensure compatibility with existing infrastructure. He stated if it could not go through administratively, it would be subject to the public hearing process.

COMMISSIONER QUINN noted that the proposal aimed at infill on existing lots and improving them with additional pads while considering the existing road capacity.

KEVIN MAYO, PLANNING ADMINISTRATOR gave the example of the northwest corner of Alma School and Queen Creek where a commercial center parking lot integrated additional pads through a PDP public hearing process when it could have been done administratively.

CHAIRMAN HEUMANN expressed concerns about the proposal, particularly the risk of clustering too many high turnovers use in one area, which could deter customers from visiting the entire shopping center. He suggested the wording reflect that no more than one high turnover use on a site.

KEVIN MAYO, PLANNING ADMINISTRATOR responded that for the past 15 years, there had been no limit on the number of drive-thrus in a development, and they had worked to integrate these establishments effectively, based on the intensity of the arterial street. He pointed out that when a PDP is drafted staff is not aware of the user.

CHAIRMAN HEUMANN mentioned a trend in the restaurant industry towards more drive-thrus and fewer dine-in options, stressing the need for careful planning to avoid negative impacts on shopping centers.

KEVIN MAYO, PLANNING ADMINISTRATOR acknowledged the societal shift towards car-centric facilities, underscoring the challenge for planners to adapt to these changes while maintaining quality urban design.

CHAIRMAN HEUMANN referred to efforts in Mesa to limit the number of certain types of drive-thrus, questioning if similar measures should be considered in Chandler.

KEVIN MAYO, PLANNING ADMINISTRATOR stated they are trying to limit the number of high turnover drive-thrus with micro buildings, like Dutch Bros.

CHAIRMAN HEUMANN asked if any Commission Members had issues with adding wording that prohibits more than one high turnover use on the street but allowing more pads.

COMMISSIONER BARICHELLO emphasized the importance of maintaining administrative flexibility in the approval process for high-turnover uses.

CHAIRMAN HEUMANN clarified if they wanted more than one high turnover use, they would not be allowed administratively and would need to go through the public hearing process.

COMMISSIONER QUINN pointed out that the wording would need to mention that the high turnover use could not be side by side.

KEVIN MAYO, PLANNING ADMINISTRATOR sought clarification from the Commission and stated, the number of pads would be irrelevant, there would be one high turnover use per street, and any additional would need to go through a public hearing process.

CHAIRMAN HEUMANN pointed out that too many high turnover drive-thrus could impact shopping centers negatively.

COMMISSIONER BARICHELLO pointed out the image in the presentation and asked what else could go in this sea of a parking lot area other than a high turnover use.

CHAIRMAN HEUMANN stated he is not against pads; he is concerned with too many high turnover uses in a shopping center and suggested the need for careful consideration in the approval process.

KEVIN MAYO, PLANNING ADMINISTRATOR asked if it was the Commission's recommendation that the wording be amended to reflect, "...and not more than one high turnover use per street frontage."

COMMISSIONER QUINN pointed out the Paseo Lindo shopping center who has Chick-fil-a and Wendy's separated by a Verizon store and advised that he considers both to be high turnover and they are on the same street. He stated he has never felt like the parking lot was too crowded or that this has affected the shopping center negatively. He further stated the way it is written, if applied correctly, a developer could not fit in another high turnover use, unless it was appropriate.

CHAIRMAN HEUMANN stated he was okay with the proposed zoning code amendment, but he would like a note added that prohibited more than one high turnover use on a street frontage.

THOMAS ALLEN, ASSISTANT CITY ATTORNEY asked staff to clarify the wording.

LAUREN SCHUMANN, PRINCIPAL PLANNER clarified that the wording shall be amended to the following: No more than one high turnover use allowed per street frontage.

Note: Motion F was amended as a result of the Planning and Zoning's discussion during the Zoning Code Amendment Study Session. The modification adds the following: "No more than one high turnover user per street frontage".

G. Move Planning and Zoning Commission recommend approval of proposed text amendments to section 35-1902 Site Development Plan, relating to drive-through requirements, use of shipping containers, and screening of roof-mounted equipment, as recommended by Planning staff.

LAUREN SCHUMANN, PRINCIPAL PLANNER presented details regarding proposed text amendments to section 35-1902 Site Development Plan, relating to drive-through requirements, use of shipping containers, and screening of roof-mounted equipment, as recommended by Planning staff.

CHAIRMAN HEUMANN presented statements regarding a Wells Fargo located at the southeast corner of Ray and Rural, mentioning its use of mobile units. He confirmed that roof mounted equipment near residential areas would require sound screening.

H. Move Planning and Zoning Commission recommend approval of proposed text amendments to section 35-2100 Table of Permitted Uses for Nonresidential Districts, modifying the layout, adding new previously unlisted uses, clarifying ancillary use provisions, and other related changes, as recommended by Planning staff.

LAUREN SCHUMANN, PRINCIPAL PLANNER presented details regarding proposed text amendments to section 35-2100 Table of Permitted Uses for Nonresidential Districts, modifying the layout, adding new previously unlisted uses, clarifying ancillary use provisions, and other related changes, as recommended by Planning staff.

CHAIRMAN HEUMANN confirmed there were no questions or comments from the Commission Members.

I. Move Planning and Zoning Commission recommend approval of proposed text amendments to section 35-2202 Accessory Buildings and Guest Quarters, permitting accessory dwelling units within single-family lots, as recommended by Planning staff.

LAUREN SCHUMANN, PRINCIPAL PLANNER presented details regarding proposed text amendments to section 35-2202 Accessory Buildings and Guest Quarters, permitting accessory dwelling units within single-family lots, as recommended by Planning staff.

CHAIRMAN HEUMANN asked for a definition of short-term rental.

KEVIN MAYO, PLANNING ADMINISTRATOR responded that the City uses the State's definition for short-term rental.

CHAIRMAN HEUMANN asked if this would affect HOAs.

KEVIN MAYO, PLANNING ADMINISTRATOR mentioned that HOAs would have the ability to set their own rules.

CHAIRMAN HEUMANN confirmed if an HOA has its own CCNRs and this would not necessarily override them.

J. Move Planning and Zoning Commission recommend approval of proposed text amendments to section 35-2204 General, relating to perimeter wall requirements, as recommended by Planning staff.

LAUREN SCHUMANN, PRINCIPAL PLANNER presented details regarding proposed text amendments to section 35-2204 General, relating to perimeter wall requirements, as recommended by Planning staff.

CHAIRMAN HEUMANN asked what is the separation allowed in situations involving walls in building subdivisions and asked for staff's thoughts on the separation between walls and whether there would be a gap to prevent a "dead man zone."

KEVIN MAYO, PLANNING ADMINISTRATOR explained from his experience wall disputes in most cases are resolved by working with neighbors. He gave an example where developers had to engage with each neighbor to obtain temporary construction easements, eventually leading to the replacement of an old wall with a new one. He stated that a waiver was included for cases where engineering issues made compliance impractical.

CHAIRMAN HEUMANN questioned whether the criteria for Zoning Administrator waivers should be more specifically defined to encompass only engineering impossibilities.

KEVIN MAYO, PLANNING ADMINISTRATOR responded that currently, the code does not specify detailed criteria for such waivers.

CHAIRMAN HEUMANN sought clarification on what circumstances would allow the Zoning Administrator to grant a waiver.

KEVIN MAYO, PLANNING ADMINISTRATOR explained no example comes to mind and historically staff has upheld their position in nearly all cases, except for two instances where the decision went through the Commission and Council.

CHAIRMAN HEUMANN asked for examples for waiver criteria and if there was none, then why have it.

VICE CHAIR KOSHIAL clarified that the waiver is a necessity for flexibility where real-world issues arise and this rule could be problematic for landowner.

CHAIRMAN HEUMANN asked if the developers would have to present their efforts to the Zoning Administrator, particularly in cases where they had made significant attempts to negotiate with neighbors.

KEVIN MAYO, PLANNING ADMINISTRATOR explained there have been instances where sites had to be reengineered to maintain existing wall heights and that developers often had to find creative solutions to complex challenges.

COMMISSIONER BARICHELLO stated that he is in favor of the Zoning Administrator waiver as instances could arise where it is needed.

CHAIRMAN HEUMANN stressed the importance of identifying issues early in the development process to avoid disputes later.

KEVIN MAYO, PLANNING ADMINISTRATOR explained that during pretech before a case is filed that Applicants are forewarned about staff's expectations for walls and this would facilitate easier resolutions.

VICE CHAIR KOLSHIOL stated outright prohibition seemed stringent as unforeseen challenges arise, particularly in redevelopment projects and that she is in favor of the Zoning Administrator waiver so long as the Administrator has a clear rationale for granting waivers.

CHAIRMAN HEUMANN explained that the point he was trying to make is there should be compelling, extenuating circumstances, particularly from an engineering standpoint, to justify any exceptions.

KEVIN MAYO, PLANNING ADMINISTRATOR added that even in cases where the Zoning Administrator's decision is unfavorable, developers have the option to appeal to the Board of Adjustments.

COMMISSIONER BARICHELLO expressed concern that it might not be common knowledge that developers could appeal to the Board of Adjustments.

K. Move Planning and Zoning Commission recommend approval of proposed text amendments to sections 35-2202.1, 35-2205, and 35-2208, relating to open-air ramadas, swimming pool setbacks, and satellite dish antenna requirements, as recommended by Planning staff.

LAUREN SCHUMANN, PRINCIPAL PLANNER presented details regarding proposed text amendments to sections 35-2202.1, 35-2205, and 35-2208, relating to open-air ramadas, swimming pool setbacks, and satellite dish antenna requirements, as recommended by Planning staff.

CHAIRMAN HEUMANN asked about Ramadas and the potential issue of a neighbor having a wall above their fence line due to the five-foot separation and seven-foot wall height.

KEVIN MAYO, PLANNING ADMINISTRATOR explained that the proposed number is in line with current code, which does not prevent building a wall within one's backyard with a maximum height of seven feet.

CHAIRMAN HEUMANN pointed out the size of typical satellite dishes from companies like Dish Network and expressed frustration over past practices of satellite companies installing dishes in visually intrusive locations, like patio roofs, rather than on the ground.

L. Move Planning and Zoning Commission recommend approval of adding section 35-2215 Home Occupation, as recommended by Planning staff.

LAUREN SCHUMANN, PRINCIPAL PLANNER presented details regarding adding section 35-2215 Home Occupation, as recommended by Planning staff.

CHAIRMAN HEUMANN referenced prior discussions with staff to include swim lessons as a permissible home occupation. He emphasized the importance of infant swim lessons and the potential to save lives. He also stressed the need for business-related parking regulations.

LAUREN SCHUMANN, PRINCIPAL PLANNER explained that swim schools were not included as permitted uses by right due to potential noise disturbances to neighbors and clarified that such businesses were not banned but would require a use permit.

CHAIRMAN HEUMANN expressed a strong desire to include swim lessons as a permissible home occupation, arguing that the benefits of potentially saving a child's life outweighed the inconvenience of noise to neighbors. He compared the noise from swim lessons to other activities like drum lessons and emphasized the seasonal nature of swimming lessons. He confirmed with

the other Commission Members that no one had issues with adding swim lessons to the list of permissible uses.

KEVIN MAYO, PLANNING ADMINISTRATOR stated if the Commission would like to add swim lessons to add it to the motion at the Planning and Zoning Regular Meeting.

Note: Motion L was amended as a result of the Planning and Zoning's discussion during the Zoning Code Amendment Study Session. The modification adds swim lessons to permitted uses.

M. Move Planning and Zoning Commission recommend approval of proposed text amendments to Chapter 39 Sign Code, relating to murals and temporary sign requirements, as recommended by Planning staff.

LAUREN SCHUMANN, PRINCIPAL PLANNER presented details regarding proposed text amendments to Chapter 39 Sign Code, relating to murals and temporary sign requirements, as recommended by Planning staff.

CHAIRMAN HEUMANN stated that he recently ate at Espo's, and they had a beautiful new mural.

Member Comments/Announcements

CHAIRMAN HEUMANN expressed concern about the lack of enforcement of the temporary sign code in Chandler. He presented concerns regarding ripped banners and staff not being able to address signs that are damaged or not functioning properly because the temporary sign code has not been reinstated. He pointed out that all the COVID restrictions have been lifted accept the temporary sign code and emphasized the need to convey this concern to the Council. He asked for the minutes to reflect his concern.

Calendar

The next Study Session will be held before the Regular Meeting on Wednesday, November 15, 2023, in the Chandler City Council Chambers, 88 E. Chicago Street.

Adjourn

The meeting was adjourned at 4:54 p.m.

Kevin Mayo, Secretary

Rick Heumann, Chairman

Meeting Minutes
Planning and Zoning Commission
Study Session

November 15, 2023 | 5:00 p.m.
Chandler City Council Chambers
88 E. Chicago St., Chandler, AZ

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Community of Innovation

Call to Order

The meeting was called to order by Chairman Heumann at 5:09 p.m.

Roll Call

Commission Attendance

Chairman Rick Heumann
Vice Chair Sherri Koshiol
Commissioner Michael Quinn
Commissioner Jeff Velasquez
Commissioner Kyle Barichello

Staff Attendance

Kevin Mayo, Planning Administrator
Lauren Schumann, Principal Planner
Alisa Petterson, Senior Planner
Harley Mehlhorn, City Planner
Thomas Allen, Assistant City Attorney
Julie San Miguel, Clerk

Absent

Commissioner Rene Lopez
Commissioner Erik Morgan

Scheduled/Unscheduled Public Appearances

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

Consent Agenda and Discussion

1. October 18, 2023, Planning and Zoning Commission Study Session and Regular Meeting Minutes

Move Planning and Zoning Commission approve Planning and Zoning Commission meeting minutes of the Study Session of October 18, 2023, and Regular Meeting of October 18, 2023.

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

2. PLH23-0029 ALMA OFFICE BUILDING REZONING

HARLEY MEHLHORN, CITY PLANNER presented details regarding the request for rezoning from Single-Family Residential (SF-8.5) to Planned Area Development (PAD) for administrative office and limited commercial uses. The subject site is located at 877 N. Alma School Road, more generally located south of the southeast corner of Alma School and Ray Roads.

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

3. PLH23-0045 BUON PADRE PIZZA

ALISA PETTERSON, SENIOR PLANNER presented details regarding the request for Entertainment Use Permit approval to allow televisions with speakers and live entertainment within an outdoor patio. The establishment is located at 1080 E Pecos Rd, Suite 23, at the northeast corner of Pecos Road and McQueen Road.

CHAIRMAN HEUMANN sought clarification regarding the amplified live entertainment mentioned in the staff memo.

ALISA PETTERSON, SENIOR PLANNER stated a correction will be made to the staff memo to reflect live entertainment will be acoustic music only without amplified sound.

COMMISSION VELASQUEZ noted the site's location in proximity to residential and expressed his appreciation for the one-year time limitation for the entertainment use permit. He mentioned it will be interesting to review this next year to see if there are any complaints.

4. Notice of Cancellation of the December 6, 2023, Planning and Zoning Commission Hearing

Move Planning and Zoning Commission cancel December 6, 2023, Planning and Zoning Commission Hearing.

Calendar

The next Study Session will be held before the Regular Meeting on Wednesday, December 20, 2023, in the Chandler City Council Chambers, 88 E. Chicago Street.

Adjourn

The meeting was adjourned at 5:19 p.m.

Kevin Mayo, Secretary

Rick Heumann, Chairman

Meeting Minutes
Planning and Zoning Commission
Regular Meeting

November 15, 2023 | 5:30 p.m.
Chandler City Council Chambers
88 E. Chicago St., Chandler, AZ

CHANDLER arizona
Community of Innovation

Call to Order

The meeting was called to order by Chairman Heumann at 5:30 p.m.

Roll Call

Commission Attendance

Chairman Rick Heumann
Vice Chair Sherri Koshiol
Commissioner Michael Quinn
Commissioner Jeff Velasquez
Commissioner Kyle Barichello

Absent

Commissioner Rene Lopez
Commissioner Erik Morgan

Staff Attendance

Kevin Mayo, Planning Administrator
Lauren Schumann, Principal Planner
Alisa Petterson, Senior Planner
Harley Mehlhorn, City Planner
Thomas Allen, Assistant City Attorney
Julie San Miguel, Clerk

Pledge of Allegiance

The Pledge of Allegiance was led by Commissioner Velasquez.

Scheduled and Unscheduled Public Appearances

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

Consent Agenda and Discussion

1. October 18, 2023, Planning and Zoning Commission Study Session and Regular Meeting Minutes

Move Planning and Zoning Commission approve Planning and Zoning Commission meeting minutes of the Study Session of October 18, 2023, and Regular Meeting of October 18, 2023.

2. PLH23-0026 City Code Amendments related to Zoning, Property Maintenance, & Garbage

An Addendum Memo was presented to the Commission, Planning staff revised portions of the draft text after receiving additional feedback and comments.

CHAIRMAN HEUMANN announced that there were two study sessions, and based on those discussions, stipulations were modified. He requested the staff to read the additional or modified stipulations aloud.

LAUREN SCHUMANN, PRINCIPAL PLANNER read aloud the amendments to Item No. 2. She explained the amendments included changing Motion E to require guest parking to 0.25 spaces per unit; amending Motion F to specify "No more than one high turnover user for street frontage"; and amending Motion L to allow the use of swim lessons as a permitted activity for home occupations.

A. Move Planning and Zoning Commission recommend approval of proposed text amendments to section 35-200 Definitions of the Zoning Code relating to mid-rise development, bar, and other updates, as recommended by Planning staff.

B. Move Planning and Zoning Commission recommend approval of proposed text amendments to section 35-305 Use Permit, relating to renewal enforcement, as recommended by Planning staff.

C. Move Planning and Zoning Commission recommend approval of proposed text amendments to articles IV. AG-1-Agricultural District, V. SF-33-Single Family District, VI. SF-18-Single Family District, VI.1. SF-10 Single Family District, VIII. MF-1-Medium Density Residential District, IX. MF-2-Multiple Family Residential District, and X. MF-3-High Density Residential District of Chapter 35 Land Use and Zoning, cleaning up language and permitting single family homes on parcels zoned multifamily residential that are less than 12,000 square feet, as recommended by Planning staff.

D. Move Planning and Zoning Commission recommend approval of proposed text amendments to sections 35-1203, 35-1503, 35-1703, and 35-1902.4, granting authority to the Planning Administrator to reduce front yard setbacks within the Infill Incentive District, as recommended by Planning staff.

E. Move Planning and Zoning Commission recommend approval of proposed text amendments to sections 35-1802 General Requirements and 35-1804 Parking Schedule, relating to parking requirements, as recommended by Planning staff.

Note: Motion E was amended as a result of the Planning and Zoning's discussion during the Zoning Code Amendment Study Session. The modification requires guest parking spaces to .25 per unit.

F. Move Planning and Zoning Commission recommend approval of proposed text amendments to section 35-1902.8(c) Site Development Plan, allowing the Planning Administrator to administratively approve more than two free-standing pads, as recommended by Planning staff.

Note: Motion F was amended as a result of the Planning and Zoning's discussion during the Zoning Code Amendment Study Session. The modification adds the following: "No more than one high turnover user per street frontage".

G. Move Planning and Zoning Commission recommend approval of proposed text amendments to section 35-1902 Site Development Plan, relating to drive-through requirements, use of shipping containers, and screening of roof-mounted equipment, as recommended by Planning staff.

H. Move Planning and Zoning Commission recommend approval of proposed text amendments to section 35-2100 Table of Permitted Uses for Nonresidential Districts, modifying the layout, adding new previously unlisted uses, clarifying ancillary use provisions, and other related changes, as recommended by Planning staff.

I. Move Planning and Zoning Commission recommend approval of proposed text amendments to section 35-2202 Accessory Buildings and Guest Quarters, permitting accessory dwelling units within single-family lots, as recommended by Planning staff.

J. Move Planning and Zoning Commission recommend approval of proposed text amendments to section 35-2204 General, relating to perimeter wall requirements, as recommended by Planning staff.

K. Move Planning and Zoning Commission recommend approval of proposed text amendments to sections 35-2202.1, 35-2205, and 35-2208, relating to open-air ramadas, swimming pool setbacks, and satellite dish antenna requirements, as recommended by Planning staff.

L. Move Planning and Zoning Commission recommend approval of adding section 35-2215 Home Occupation, as recommended by Planning staff.

Note: Motion L was amended as a result of the Planning and Zoning's discussion during the Zoning Code Amendment Study Session. The modification adds swim lessons to permitted uses.

M. Move Planning and Zoning Commission recommend approval of proposed text amendments to Chapter 39 Sign Code, relating to murals and temporary sign requirements, as recommended by Planning staff.

3. PLH23-0029 ALMA OFFICE BUILDING REZONING

Request for rezoning from Single-Family Residential (SF-8.5) to Planned Area Development (PAD) for administrative office and limited commercial uses. The subject site is located at 877 N. Alma School Road, more generally located south of the southeast corner of Alma School and Ray Roads.

Move Planning and Zoning Commission recommend approval of Rezoning case PLH23-0029 Alma Office Building Rezoning, rezoning from Single-Family Residential (SF-8.5) to Planned Area Development (PAD) for administrative office and limited commercial uses, subject to the conditions as recommended by Planning staff.

Recommended Conditions of Approval:

1. Development and use of the overall site shall be in substantial conformance with the exhibit labeled "Site Plan" kept on file in the City of Chandler Planning Division, in File No. PLH23-0029, modified by such conditions included at the time the exhibit was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by Chandler City Council.

2. Commercial uses shall be limited to administrative office; professional services including legal office, accounting, and other like services; limited counseling services that have no more than one customer on-site at a time; and other like uses.

3. Except for limited counseling services that have no more than one customer on-site at a time, medical office is prohibited.

4. No business on-site shall operate beyond 6 p.m.

5. All employees and clients shall park on-site.

6. The site shall be maintained in a clean and orderly manner.

7. Any modifications to the existing building or any future development shall comply with SF-8.5 development standards and shall be subject to administrative approval by the Zoning Administrator prior to building permit issuance.

8. Signage shall be processed under separate permit and shall follow the guidelines for Neighborhood Commercial (C-1) as prescribed in Chapter 39 of Chandler City Code.

4. PLH23-0045 BUON PADRE PIZZA

Request for Entertainment Use Permit approval to allow televisions with speakers and live entertainment within an outdoor patio. The establishment is located at 1080 E Pecos Rd, Suite 23, at the northeast corner of Pecos Road and McQueen Road.

Move Planning and Zoning Commission recommend approval of Entertainment Use Permit PLH23-0045 Buon Padre Pizza to allow televisions, speakers and live entertainment within an outdoor patio.

Expansion or modification beyond the approved attachments (Exhibits and Narrative) shall void the Entertainment Use Permit and require a new Entertainment Use Permit application and approval.

1. The Entertainment Use Permit is non-transferrable to other locations.

2. The site shall be maintained in a clean and orderly manner.

3. No noise shall be emitted from external speakers or live entertainment in such a manner that exceeds the general level of noise by uses outside the premises of the business and disturbs adjacent businesses and residential areas.

4. Music shall be controlled so as to not unreasonably disturb area residents and shall not exceed the ambient noise level as measured at the commercial property line.

5. The establishment shall provide a contact phone number for a responsible person (i.e. owner or manager) to any interested neighbors and property owners to resolve noise complaints quickly and directly.

6. Live music on the patio may occur Tuesday, Wednesday, Thursday and Sunday no later than 8:00 pm; and Friday and Saturday, no later than 9:00 pm, and shall be limited to acoustic and non-amplified instruments.

7. The Entertainment Use Permit shall remain in effect for one (1) year from the date of City Council approval. Continuation of the Entertainment Use Permit beyond the expiration date shall require re-application to and approval by the City of Chandler.

5. Notice of Cancellation of the December 6, 2023, Planning and Zoning Commission Hearing

Move Planning and Zoning Commission cancel December 6, 2023, Planning and Zoning Commission Hearing.

Consent Agenda Motion and Vote

VICE CHAIR KOSHIOL moved to approve the Consent Agenda of the November 15, 2023, Regular Planning and Zoning Commission Meeting with modified stipulations on Item 1; Seconded by COMMISSIONER QUINN.

THOMAS ALLEN, ASSISTANT CITY ATTORNEY clarified that the modified stipulations were for Item No. 2.

VICE CHAIR KOSHIOL withdrew her prior motion and moved to approve the Consent Agenda of the November 15, 2023, Regular Planning and Zoning Commission Meeting with Amended Stipulations on Item 2; Seconded by COMMISSIONER QUINN.

Motion carried unanimously (5-0).

Member Comments/Announcements

CHAIRMAN HEUMANN thanked the Commission Members and staff for all their work on the proposed code amendments. He wished to comment on Proposed Amendment M and directed his comments to the City Council, he pointed out all COVID restrictions were eliminated post-COVID, except for one enforcing the temporary sign code. He stated if the amendment is not enforced, there is no purpose in having it. He explained there are numerous violations sign code all over the City, making it appear ragged, and urged the City Council to consider reinstating the temporary sign code.

KEVIN MAYO, PLANNING ADMINISTRATOR, expressed his gratitude to the Chairman and the Commission for their efforts in developing the code. He acknowledged that it was a significant undertaking and expressed excitement at progressing towards finalization. He wished everyone a happy and safe Thanksgiving.

CHAIRMAN HEUMANN thanked staff and wished everyone a happy Thanksgiving.

Calendar

The next regular meeting will be held on Wednesday, December 20, 2023, in the Chandler City Council Chambers, 88 E. Chicago Street.

Adjourn

The meeting was adjourned at 5:36 p.m.

Kevin Mayo, Secretary

Rick Heumann, Chairman