

City Council Regular Meeting

Thursday, April 4, 2024
6:00 p.m.

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

CHANDLER
arizona
Community of Innovation



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

Front row
Councilmember Jane Poston, Councilmember Angel Encinas, Councilmember 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, April 4, 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 - Pastor Preston Dobbins- Bethel Chandler

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 April 4, 2024, Regular Meeting, Items 1 - 23.



City Clerk

1. **Approval of Minutes**

   Move City Council approve the Council meeting minutes of the Special Meeting of March 18, 2024, the Special Meeting Budget Workshop #2 of March 18, 2024, the Regular Meeting of March 18, 2024, the Study Session of March 18, 2024, and the Regular Meeting of March 21, 2024.

2. **Board and Commission Appointments**

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



City Magistrate

3. **Resolution No. 5789 Intergovernmental Agreement Between the City of Chandler Municipal Court and the Superior Court of Arizona in Maricopa County for Jury Services**

   Move City Council pass and adopt Resolution No. 5789, approving the Intergovernmental agreement between the City of Chandler, on behalf of its Municipal Court, and the Superior Court of Arizona in Maricopa County for Jury Services.

   Council Focus Area(s):



City Manager

4. **Agreement No. CM3-290-4552, Amendment No. 1, Solar Installations at Various Facilities**

   Move City Council approve Agreement No. CM3-290-4552, Amendment No. 1, with Ameresco, Inc., for solar installations at various facilities, to proceed with Milestone 2 of the Scope of Services.

   Council Focus Area(s):



Development Services

5. **Final Adoption of Ordinance No. 5086, Historic Preservation District, PLH23-0066 Silk Stocking Historic Preservation District, Generally Located East of the Northeast Corner of Arizona Avenue and Chandler Boulevard**

   Move City Council adopt Ordinance No. 5086, PLH23-0066 Silk Stocking, establishing a Historic Preservation District zoning overlay subject to the conditions as recommended by the Planning and Zoning Commission and the Historic Preservation Commission.

   Council Focus Area(s):

6. **Final Adoption Ordinance No. 5088, Annexation, ANX22-0003 Hamilton Commerce Center, Generally Located North of the Northeast Corner of Queen Creek Rd. and Union Pacific Railroad**

   Move City Council adopt Ordinance No. 5088 approving ANX22-0003 Hamilton Commerce Center, annexing two parcels totaling approximately 13.4 acres as recommended by Planning staff.

   Council Focus Area(s):

7. **Final Adoption Ordinance No. 5089, Rezoning PLH22-0028 Schnitzer Commerce Parks, generally located one quarter mile east of the southeast corner of Arizona Avenue and Ryan Road within two sites**

Rezoning

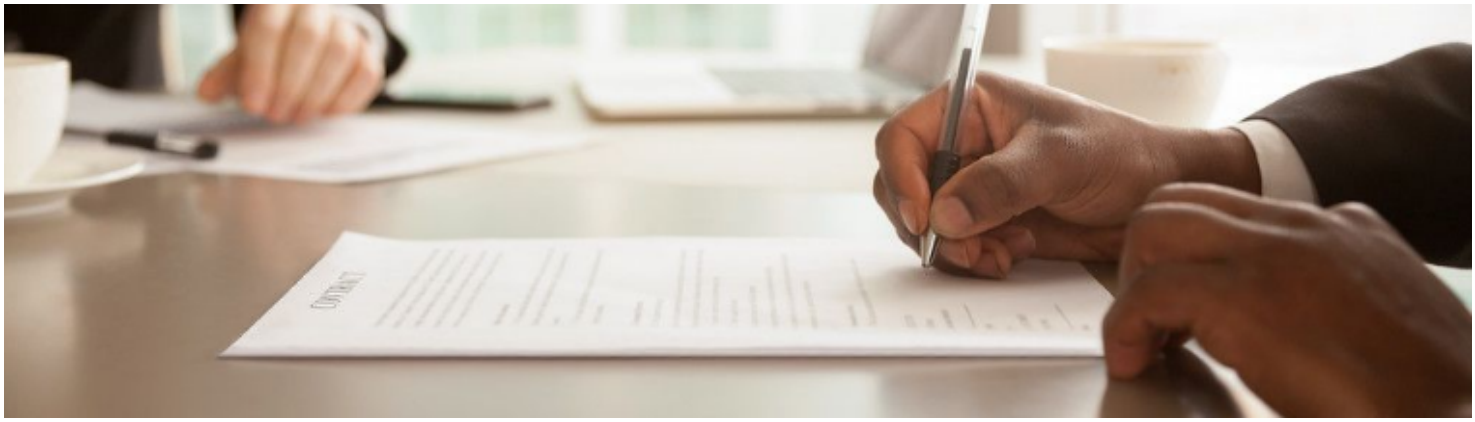
Move City Council adopt Ordinance No. 5089 approving PLH22-0028 Schnitzer Commerce Parks, Rezoning from AG-1 to PAD for an industrial business park, subject to the conditions as recommended by Planning and Zoning Commission.

Council Focus Area(s):

8. **Purchase of Fiber Network Hardware**

Move City Council approve the purchase of Fiber Network Hardware, from Sentinel Technologies, using the 1Government Procurement Alliance (1GPA) Contract No. #22-02PV-18, for Fiber Optic Facilities at Veterans Oasis Park and the Public Safety Training Center, in an amount not to exceed $240,013

Council Focus Area(s):



Management Services

9. **Final Adoption Ordinance No. 5083, Amending Section 38-4 and Appendix A of Chapter 38 of the Chandler City Code, to Modify Certain Arterial Street, Fire, Parks, Police, Reclaimed Water, Wastewater, and Water System Development Fees**

Move City Council adopt Ordinance No. 5083 amending section 38-4 and Appendix A of Chapter 38 of the Chandler City Code, to modify certain Arterial Street, Fire, Parks, Police, Reclaimed Water, Wastewater, and Water System Development Fees.

Council Focus Area(s):



Neighborhood Resources

10. **Resolution No. 5791 Intergovernmental Agreement with Maricopa County for Heat Relief Services**

    Move Council pass and adopt Resolution No. 5791, accepting $218,132 in American Rescue Act Plan funds from Maricopa County for heat relief services.

    Council Focus Area(s):

11. **Resolution No. 5788 Facility Use Agreement Between Live Love and the City of Chandler**

    Move City Council pass and adopt Resolution No. 5788 approving the Facility Use Agreement between Live Love and the City of Chandler for use of the Oasis Community Center.

    Council Focus Area(s):

12. **Agreement No. 4758, with Metro Zona Hospitality, LLC, dba Aligned Hospitality Management, LLC, for Temporary Accommodation Services**

    Move City Council approve Agreement No. 4758, with Metro Zona Hospitality, LLC, dba Aligned Hospitality Management, LLC, for temporary accommodation services, in an amount not to exceed $525,000, for a period of one year, April 15, 2024, through April 14, 2025, with the option of up to four one-year extensions.

    Council Focus Area(s):

13. **Agreement No. NR3-952-4604, Amendment No. 1, with The Salvation Army, for Heat Relief Services**

    Move City Council approve Agreement No. NR3-952-4604, Amendment No. 1, with The Salvation Army, for heat relief services, in an amount not to exceed $222,132, for the period of one year, beginning June 15, 2024, through June 14, 2025.

Council Focus Area(s):



Police Department

14. **Resolution No. 5787 Pertaining to the Submission of Projects for Consideration in Arizona's 2025 Highway Safety Plan**

Move City Council approve Resolution No. 5787, authorizing the Chandler Police Department to submit projects for consideration in Arizona's 2025 Highway Safety Plan; and Authorizing the Chief of Police to Conduct All Negotiations and to Execute and Submit all Documents Necessary with such Grant.

Council Focus Area(s):



Public Works and Utilities

15. **Final Adoption Ordinance No. 5082, Granting a Non-Exclusive Utility Easement to Salt River Project Agricultural Improvement and Power District, at No Cost, to Accommodate the Arrowhead Park Court Lighting Project**

Move City Council adopt Ordinance No. 5082 granting a non-exclusive utility easement to SRP, at no cost, to accommodate the Arrowhead Park Court Lighting Project.

Council Focus Area(s):

16. **Final Adoption Ordinance No. 5085, Authorizing and Approving the Dedication in Fee of Assessor's Parcel Number 303-32-007U, Located on the East Side of McQueen Road, Just North of the Ryan Road Alignment, for Public Right-of-Way (Roadway) Purposes**

Move City Council adopt Ordinance No. 5085 authorizing and approving the dedication in fee of assessor's parcel number 303-32-007U, located on the east side of McQueen Road, just north of the Ryan Road alignment, for public right-of-way (roadway) purposes.

Council Focus Area(s): 

17. **Professional Services Agreement No. BF2401.201, with Dick & Fritsche Design Group, Inc., for the Boys and Girls Club Tenant Improvement Design Services**

Move City Council award Professional Services Agreement No. BF2401.201 to Dick & Fritsche Design Group, Inc., for the Boys and Girls Club Tenant Improvement Design Services, in an amount not to exceed $148,187.

Council Focus Area(s): 

18. **Professional Services Agreement No. CA2202.451, with Consultant Engineering, Inc., for Wall Street Improvements Construction Management Services**

Move City Council award Professional Services Agreement No. CA2202.451 to Consultant Engineering, Inc., for Wall Street Improvements Construction Management Services, in an amount not to exceed $146,862.

Council Focus Area(s): 

19. **Professional Services Agreement No. WW2402.201, with Wilson Engineers, LLC, for the Loop 101/202 Redundant 66-inch Sewer Line Design Services**

Move City Council award Professional Services Agreement No. WW2402.201, to Wilson Engineers, LLC, for the Loop 101/202 Redundant 66-inch Sewer Line Design Services, in an amount not to exceed $498,550.

Council Focus Area(s): 

20. **Agreement No. PW4-962-4712, with Andrews Plumbing Services, Inc.; PM Plumbing and Mechanical, Inc.; and TALIS Construction Corporation, for Plumbing Services**

Move City Council approve Agreement No. PW4-962-4712, with Andrews Plumbing Services, Inc.; PM Plumbing and Mechanical, Inc.; and TALIS Construction Corporation, for plumbing services, in a combined amount not to exceed $640,000, for a one-year term, April 11, 2024, through April 10, 2025, with the option of up to four one-year extensions.

Council Focus Area(s):

21. **Project No. CA2204.401 with DBA Construction, Inc., Pursuant to Job Order Project No. JOC2405.401, for the City Hall Parking Lot and Alley Improvements**

Move City Council award Project No. CA2204.401 to DBA Construction, Inc., Pursuant to Job Order Project No. JOC2405.401, for the City Hall Parking Lot and Alley Improvements, in an amount not to exceed $1,199,284.16

Council Focus Area(s):

22. **Project Agreement Job Order No. CA2202.401 with DBA Construction, Inc., Pursuant to Job Order Master Agreement No. JOC2405.401, for the Wall Street Improvements**

Move City Council award Project Agreement Job Order No. CA2202.401 to DBA Construction, Inc., pursuant to Job Order Master Agreement No. JOC2405.401, for Wall Street Improvements, in an amount not to exceed $1,592,535.92.

Council Focus Area(s):

23. **Professional Services Agreement No. CA2204.451, with Consultant Engineering, Inc., for the City Hall Parking Lot & Alley Improvements Construction Management Services**

Move City Council award Professional Services Agreement No. CA2204.451 to Consultant Engineering, Inc., for the City Hall Parking Lot & Alley Improvements Construction Management Services, in an amount not to exceed $108,058.

Council Focus Area(s):

Informational

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

25. **January 17, 2024, 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

ITEM 1

CHANDLER arizona
Community of Innovation

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

Date:	April 04, 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 Special Meeting of March 18, 2024, the Special Meeting Budget Workshop #2 of March 18, 2024, the Regular Meeting of March 18, 2024, the Study Session of March 18, 2024, and the Regular Meeting of March 21, 2024.

Attachments

Minutes of the Special Meeting of March 18, 2024
Minutes of the Special Meeting Budget Workshop 2 of March 18, 2024
Minutes of the Regular Meeting of March 18, 2024
Minutes of the Study Session of March 18, 2024
Minutes of the Regular Meeting of March 21, 2024

Meeting Minutes
City Council Special Meeting

March 18, 2024 | 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 4:01 p.m.

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

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

Set an Executive Session
1. Litigation--A.R.S. Section 38-431.03(A)(4) – for discussion or consultation with the City Attorney to consider its position and instruct its City Attorneys regarding the City's position in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation the matter of Jesse Ray Pierce vs. David H. Palacios and Jane Doe Palacios and City of Chandler.

Action Agenda Motion and Vote
Councilmember Orlando moved to hold an Executive Session Meeting immediately following the Special Meeting; seconded by Vice Mayor Harris.

Motion carried unanimously (7-0).

Adjourn

The meeting was adjourned at 4:01 pm.

ATTEST: _____ _____
City Clerk Mayor

Approval Date of Minutes: April 4, 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 18th day of March 2024. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of April, 2024.

_____
City Clerk

Meeting Minutes
City Council Special Meeting

March 18, 2024 | 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 4:24 p.m.

Roll Call

Council Attendance

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

Appointee Attendance

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

Staff in Attendance

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

Discussion

1. Budget Workshop #2, Fiscal Year 2024-25
    1. Opening Comments
    2. FY 2024-25 Budget Overview and General Fund Operating Budget Update
    3. Proposed 5-Year One-time General Fund Balance Forecast
    4. Assessed Valuation and Property Tax Update
    5. Key Budget Dates
    6. Closing Comments

MAYOR HARTKE called for a staff presentation.

JOSHUA WRIGHT, City Manager, introduced the discussion item.

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

- FY 2024-25 Budget Workshop #2
- FY 2024-25 Budget Theme "Making it Happen"
    - Our Brand: A safe, diverse, equitable and inclusive community that connects people, chooses innovation and inspires excellence
- Agenda
    - FY 2024-25 Budget Overview and General Fund Operating Budget Update
    - Proposed 5-Year One-time General Fund Balance Forecast
    - Assessed Valuation and Property Tax Update
    - Key Budget Dates and Questions
- Chandler Budget Process Timeline
- Strategic Framework Guides Our Decision Making
    - Focus Areas
        - Economic Vitality
        - Innovation and technology
        - Mobility
        - Neighborhoods
        - Quality of Life
        - Good Governance

MATT DUNBAR, Budget and Policy Assistant Director, continued the presentation.

- FY 2024-25 Budget Overview and General Fund Operating Budget Update
- FY 2024-25 Budget Drivers (all funds)
    - Revenues
        - Revenues reflect actual economic environment with additional analysis on sustainable level
        - Increases coming from continued development & decrease from Residential Rental revenue
        - State Shared revenues updated with latest projections using State and League forecasts
    - Expenditures
        - Funding to convert one-time funded positions to ongoing, maintain service delivery after adjusting for inflation, and ensure enhancements are in strategic focus areas
        - Personnel costs increasing to invest in city workforce and retain employees; market, merit, and healthcare. Reflects ongoing savings from PSPRS employer contribution

        - Capital projects increased to address aging infrastructure, inflation and new infrastructure
    - Grants
        - Continued focus on finding Grant opportunities and having "shovel ready" projects that may qualify.
    - Ongoing Savings with One-time $
        - Maintain funded status of PSPRS to ensure unfunded liability does not grow
        - Solar energy investment for utility cost savings
        - Turf to Xeriscape for utility cost savings

VICE MAYOR HARRIS asked for more information on the impact of federal grants on the current year budget.

MR. DUNBAR continued the presentation.

- General Fund Forecast Revenues and Expenditures
    - Revenues Ongoing vs. One-Time
        - Major Revenues
            - 55% Transaction Privilege Tax
            - 33% State Shared Revenues
        - Drivers
            - Economy showing slow growth
            - Development still occurring
        - Resetting ongoing/one-time
            - Sustainable portion to support higher expenditures
        - Current Budget
            - Anticipate closer alignment with revenues
    - Expenditures Ongoing vs. One-Time
        - Major Ongoing Expenditures
            - Personnel (62% of GF budget)
            - O&M to support services
        - Drivers
            - Competitive wages & benefits
            - Continued inflation reset on some goods and services
        - Maintain services vs. new
            - Spending more to just maintain
            - O&M for new CIP planned
        - Current Budget Impacted
            - Inflation and areas of slow supply chain for capital & operating
- Ongoing/One-Time Local Sales Tax (TPT) Revenues

MAYOR HARTKE commented that the impacts of the Intel expansions are yet unknown.

MR. DUNBAR continued the presentation.

- State Shared Revenues (in Millions) 33% of General Fund

COUNCILMEMBER ORLANDO clarified that the percentage has not changed, the amount of revenue received has changed.

MR. DUNBAR agreed - as revenue is impacted, the amount received from the percentage decreases.

VICE MAYOR HARRIS asked if the state was behind in giving money to cities.

MR. DUNBAR said the vehicle license tax and state shares sales tax are shared in the same year they come in, while the state urban revenue sharing has a two-year lag. Each year we get updates.

VICE MAYOR HARRIS asked about the impact of the loss of residential rental tax on the budget.

MR. DUNBAR said the loss of the residential rental tax only has impacted cities. This shows in the local TPT chart.

VICE MAYOR HARRIS said in 2025, we will not receive any residential rental tax.

COUNCILMEMBER STEWART said landlords will still receive property taxes to pay, the tenant is not being charged sales tax anymore.

MR. DUNBAR said the cost is not passed down to the tenant.

MR. DUNBAR continued the presentation.

- Priorities for Ongoing Dollars
    - Maintain existing service levels within core programs and strategic focus areas and honor labor and personnel commitments
    - Continue converting successful one-time-funded programs and personnel to ongoing, sustainable sources
    - Enhance existing or new services specifically targeting Strategic Framework priorities
    - Continue to ensure Chandler remains an employer of choice in wages and benefits
    - Other service enhancements or additions, considering the option of one-time pilot programs first
- FY 2024-25 Ongoing Decision Package Recommendations (All Funds)
    - Significant Recommendations
        - Contract increases for services and goods
        - Maintenance costs related to new capital projects
        - Public Safety Personnel Programs and Services
        - Navigator position conversion

        - Continued investments in cybersecurity
        - Costs associated with new personnel (vehicles, IT, etc.)
        - Neighborhoods funding
        - Surface water delivery increases
        - Utility Chemical increases
    - All Funds
        - $29M in ongoing requests
        - $17.5M recommended net of offsets
    - General Fund (GF)
        - $18.9M in ongoing requests
        - $10.9M recommended net of offsets

COUNCILMEMBER STEWART asked what the overall increase in the budget is this year.

MR. DUNBAR said it is difficult to delineate the difference. Carryforward and new ongoing decision packages effect the future of projected budgets. Net and offsets contribute to about an $11M increase.

COUNCILMEMBER ORLANDO asked out of the $29M in ongoing requests for all funds, how much of this was requested.

MR. DUNBAR responded that the full $29M was the original request, around $17.5M net offsets, about an 18.5 increase.

MR. DUNBAR continued the presentation.

- FY 2024-25 Workforce Needs
    - FY 2023-24 Adopted 1,756 FTE + FTE Proposed for FY 2024-25
    - FTE converted from one-time funded to ongoing (26):
        - DEI Management Assistant - DEI
        - Digital Media Producer - CAPA
        - Downtown Operations & Special Event Coordinator - Cultural
        - Outside Plant Fiber System Sr. Analyst – Development Services
        - (4) Peak Time Engine Staffing - Fire
        - (2) Community Navigators - Neighborhoods
        - Crime & Intelligence Analyst - Police
        - (10) Grant funded Police Officers - Police
        - (5) Police Aides - Police
    - FTE Added with Revenue Offsets (8):
        - Development & Communications Program Manager (100%) – Cultural;
        - Center for the Arts
        - Performing Arts Program Manager (50%)– Cultural; Center for the Arts
        - (2) Fire Inspectors (75%) – Fire

        - Housing Quality Inspector (75%) - Neighborhoods
        - Business Compliance Representative (100%)– Management Services
        - Utility Mechanic Sr (100%) – Public Work & Utilities
        - Utility Plant Operator III (100%) – Public Works & Utilities
    - FTE Added related to CIP Projects (5):
        - (2) Tumbleweed Multi-generational facility expansion – Community
        - Services
        - (2) Real-time Crime Center Personnel – Police
        - Support Senior Analyst (O365) - IT
    - Other General Fund (GF) funded FTE (6):
        - Emergency Manager - Fire
        - Information Security Analyst – IT
        - Sr. Budget Analyst – Management Services
        - Digital Forensic Examiner - Police
        - Construction Project Manager – Public Works & Utilities
        - Systems Technician II – Public Works & Utilities
    - Other Non-GF funded FTE (3):
        - Principal Engineer – Public Works & Utilities
        - Utility Mechanic Sr – Public Works & Utilities
        - Water Resource Analyst – Public Works & Utilities
    - Maximized reallocations & repurposing of existing positions prior to adding positions to address needs

MS. LANG added that the digital forensic examiner position is to sustain the program and add stability as officers move through the unit. This would be a non-sworn position supporting sworn officers. There are 22 actual new positions. 26 are public safety related, and 6 are generally safety related.

MAYOR HARTKE said there 32 total community safety positions. There are not many new hires, just moving the funding source.

MR. DUNBAR continued the following presentation.

- General Fund Ongoing Forecast-Structurally Balanced
    - Total revenues changes with the ebbs and flows of the economy impacting primarily one-time revenues. Ongoing revenue is increasing at a gradual pace. Modest wage changes are estimated for years 2-5 and ongoing revenues continue to be within current revenue assumptions for structural balance.

COUNCILMEMBER ORLANDO said this looks better than previous forecasts last year at this time.

MR. DUNBAR said at this stage last year that's where we were at. We were able to reset on the state shared revenues in anticipation this year.

MS. LANG continued the presentation.

- Proposed 5-Year One-Time General Fund Balance Forecast
- Priorities for One-Time Dollars
    - Maintain PSPRS pay-off and reinvest in existing aging infrastructure, neighborhoods & systems and projects that generate ongoing savings
    - Operating and capital spending to advance Strategic Framework goals
    - Maintain reserves sufficient to meet financial policies
    - New initiatives and capital, including sustainability
    - Paid down large unfunded PSPRS liability to generate ongoing savings

VICE MAYOR HARRIS asked if the opioids funding is considered one time or ongoing funds.

MS. LANG answered that it is a new revenue source, considered one time. There is a speculation of the amount the city will receive. Many cases are settled for less than estimated. We use the annual allotment for one-time purposes for public safety.

VICE MAYOR HARRIS requested information on the funds used to be shown in the budget.

MAYOR HARTKE said the opioid funding is a new initiative.

MS. LANG said the priorities laid out by mayor and council are how the funds are being used.

MS. LANG continued the presentation.

- 2024-24 One-Time Decision Package Recommendations (All Funds)
    - Significant Recommendations
        - Citywide Technology Projects
        - Enhanced Citywide Marketing
        - Park Irrigation Improvements
        - Continued Transit Services
        - One-time contract/chemical increases
        - Airport enhancements to expand development area
        - General area plan update
        - Police Wellness, Behavioral Health, Academy, and Real Time Crime Center Equipment & Technology
        - Human Services Allocations and Operation Open Door
        - Sustainability projects: Urban Forestry Program and increased funding for water conservation
    - All Funds
        - $22.4M in one-time requests
        - $21M recommended net of offsets
    - General Fund (GF)

        - $18.8M in one-time requests
        - $15.7M recommended net of offsets
- Maintain Funded Status of PSPRS to Ensure Unfunded Liability Does not Grow
- 5-Year One-Time General Fund Balance Forecast

COUNCILMEMBER ORLANDO asked what comprises the $35M of one-time personnel and operations.

MS. LANG answered that some decision packages being recommended, there is known MOU agreements, and value of one-time payments for post-employment health plan, market for public safety. PSPRS and medical increases are built out separately.

COUNCILMEMBER ORLANDO asked to see a breakdown of the one-time personnel operations.

MS. LANG said a breakdown of line 12 will be in the proposed budget, can be presented earlier.

COUNCILMEMBER ORLANDO asked what the difference between the airport funds and self-insured funds were.

MS. LANG said they are rolled together - the airport funds have a revenue stream that does not cover operations. General fund pays the match on capital of around $6M. The rest is comprised of self-insurance and contribution to the risk fund for insurance liability. There is an increase in cybersecurity recently. The cyber insurance policy has been to get on multi factor authentication, which adds new security to allow us to have higher coverage at a higher cost. One-time money needs to go into the fund for this.

COUNCILMEMBER POSTON asked if the multi factor authentication would result in savings in cyber insurance.

MS. LANG replied that there is a cost savings due to the increased coverage due to this policy. If there is a breach and we needed coverage, it allows us access to a higher payout. Without multi factor authentication, we would receive a payout of $250K.

MS. SCHWAB added that we could get up to $5M, with a recommended ceiling of $10M due to what we've seen in the industry.

MR. WRIGHT clarified it is not a saving, just access to a better quality of coverage.

COUNCILMEMBER STEWART asked what is the most we have ever dipped into the one-time operating contingency fund, and asked if this should be set at a flat number rather than a percentage.

MS. LANG explained that as the city continues to grow, risk and contingency grows along with it. There are cities that do a fixed amount. Government Finance Officers Association recommends covering a minimum of 2 months operating reserves. Chandler's policy is currently coverage enough for 4 months of operations. This is for what we appropriate, not that we spend it.

COUNCILMEMBER STEWART asked what is the most we have ever dipped into the one-time operating contingency fund.

MS. LANG said between $10-$15M in a year.

MR. DUNBAR added that ARPA was a big one, since it was not in the budget, we used contingency funds to be able to spend those specific funds. It gives us authority to spend the grant dollars, we got reimbursed.

MS. LANG continued the presentation.

- Proposed 5-Year One-Time General Fund Balance Forecast

MR. DUNBAR continued the presentation.

- Assessed Valuation and Property Tax Update
- Property Valuation and Tax Rate History
- Property Tax Rate Comparison

COUNCILMEMBER STEWART asked if the property tax rate comparison is the city amount or contains all the additional districts funded by property tax.

MR. DUNBAR said that this is just the city portion for primary secondary.

COUNCILMEMBER STEWART asked if we used to have the lowest tax rate.

MR. DUNBAR said we have never been the lowest because Chandler collects primary and secondary, usually third or fourth on the rate chart. As we have subtracted from the primary rate, we have moved lower.

MR. DUNBAR continued the presentation.

- Breakdown of $1 of Typical Chandler Property Tax Bill
    - Public Schools and Community College Districts 70 cents
    - Maricopa County and Special Districts 19 cents
    - City of Chandler 11 cents
        - Based on 2023 Tax Bill information. Exact split will vary depending on the school district and any other special taxing districts on the bill.

- Levy with Rates Unchanged
- Impact to Median Value Homeowner Primary Tax Rate Options

COUNCILMEMBER ORLANDO asked if there will still be a higher payment due to the increased assessed value.

MR. DUNBAR said the increase in assessed value in the secondary rate. The primary rate will not face an increase.

MAYOR HARTKE asked for Council's opinions on a flat rate or a rate reduction for the primary property tax. Mayor Hartke said his opinion would be to reduce by one cent.

COUNCILMEMBER STEWART supported the one cent decrease.

COUNCILMEMBER ELLIS supported the one cent decrease.

COUNCILMEMBER ORLANDO did not have a preference, and asked if the state legislature would have any affect on this.

MAYOR HARTKE said this is a real concern. If no state legislature actions are realized, then we will consider this one cent decrease.

COUNCILMEMBER ENCINAS agreed.

VICE MAYOR HARRIS agreed.

Council direction was to anticipate a one cent reduction to the primary tax rate.

MR. DUNBAR continued the presentation.
- Key Budget Dates
- Questions?

Adjourn

The meeting was adjourned at 5:48 pm.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: April 4, 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 18th day of March 2024. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of April, 2024.

_____
City Clerk

Meeting Minutes
City Council Regular Meeting

March 18, 2024 | 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 OD Harris
Councilmember Angel Encinas
Councilmember Christine Ellis
Councilmember Mark Stewart
Councilmember Matt Orlando
Councilmember Jane Poston

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

Invocation
The invocation was given by Councilmember Ellis.

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

Scheduled Public Appearances
MAYOR HARTKE invited Vice Mayor Harris to join him for the recognitions.

1. Service Recognitions
Anantha Chilakamarri – 15 Years, Information Technology
David de la Torre – 25 Years, Development Services

2. Proclamation – Red Cross Month

MAYOR HARTKE read the proclamation for Red Cross Month and invited Natalie Bowers, American Red Cross Board Member, to accept.

3. Proclamation – National Library Week

MAYOR HARTKE read the proclamation for National Library Week and invited Rachelle Kuzyk, Library Senior Manager, Tara Anglin, Library Community Engagement Program Manager, and Susan Van Horn, Library Manager to accept.

4. Proclamation – Earth Day

MAYOR HARTKE read the proclamation for Earth Day and invited Derek Gerson, Recreation Supervisor, to accept.

Consent Agenda and Discussion

City Clerk

1. Approval of Minutes
   Move City Council approve the minutes of the Regular Meeting held on February 22, 2024.

Consent Agenda Motion and Vote

Councilmember Stewart moved to approve the Consent Agenda of the March 18, 2024, Regular City Council Meeting; Seconded by Vice Mayor Harris.

Motion carried unanimously (7-0).

Adjourn

The meeting was adjourned at 6:19 p.m.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: April 4, 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 18th day of March 2024. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of April, 2024.

_____

City Clerk

Meeting Minutes
City Council Study Session

March 18, 2024 | 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 6:19 p.m.

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

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

Consent Agenda and Discussion
Discussion was held on item 5.

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

City Manager
2. Agreement No. CS1-745-4293, Amendment No. 2, for Concrete Repair and Maintenance Services
   Move City Council approve Agreement No. CS1-745-4293, Amendment No. 2, with Degan Construction, LLC; Lincoln Constructors, Inc.; Precision Concrete Cutting, Inc.; Vincon Engineering Construction, LLC; and W.L. Emshoff, for concrete repair and maintenance services, in a combined amount not to exceed $1,395,000, for a one-year term, May 1, 2024, through April 30, 2025.

Community Services

3. Resolution No. 5783, Authorizing an Intergovernmental Agreement Between the City of Chandler and the Maricopa County Parks and Recreation Department for Shared Recreational Opportunities, Programs, Marketing, and Events Within the Maricopa County Park System

   Move City Council pass and adopt Resolution No. 5783, approving an intergovernmental agreement between the City of Chandler and Maricopa County Parks and Recreation Department for shared recreational opportunities, programs, marketing, and events within the Maricopa County Park System, and further authorizing the City Manager to sign all documents and take all actions necessary or appropriate to carry out the terms of the agreement.

4. Resolution No. 5784, Authorizing an Intergovernmental Agreement Between the City of Chandler and the Arizona Game and Fish Commission for a Community Fishing Program

   Move City Council pass and adopt Resolution No. 5784, approving an intergovernmental agreement between the City of Chandler and the Arizona Game and Fish Commission for operation of a Community Fishing Program at Desert Breeze Park Lake and Veterans Oasis Park Lake, and further authorizing the City to take all actions necessary or appropriate to carry out the terms of the agreement.

5. Resolution No. 5781, Authorizing the City to Enter Into a Subrecipient Grant Agreement With the Trust for Public Land (TPL) for U.S. Department of Agriculture Forest Service Inflation Reduction Act Urban & Community Forestry Grant Program Funding and to Accept the Grant Funds in the Amount Not to Exceed $767,000

   Move City Council pass and adopt Resolution No. 5781, approving the city to enter into a subrecipient grant agreement with TPL for pass-through funding from the U.S. Department of Agriculture Forest Service (USFS) in an amount not to exceed $767,000 for irrigation improvements, tree planting, and public education about trees in disadvantaged communities within Chandler, and further authorizing the City Manager or designee to execute the grant agreement and take other action necessary or appropriate to implement the grant.

JOHN SEFTON, Community Services Director, gave a briefing on Resolution No. 5781. The city plans to enter a subrecipient grant agreement with the Trust for Public Land to receive pass-through funding from the US Department of Agriculture. This funding, which will not exceed $767,000, has been made available under the Inflation Reduction Act's Urban and Community Forestry Program. This historic $1.5 billion grant program is aimed at supporting urban tree planting, urban forestry planning and management, and related activities, particularly in disadvantaged communities. Out of 884 applicants, only 46% of the grant recipients were selected by the Forest Service. Chandler, with its proposal to plant trees and install irrigation systems to address extreme heat and health issues in disadvantaged communities identified by the Climate and Economic Justice Screening

Tool (CEST), was one of the entities working to increase equitable access to trees and nature. The grant program will end on June 30th, 2028, and is 100% reimbursable. The project involves planting nearly 700 trees across approximately 11 public parks and properties, with the help of the Chandler Unified School District and students who will assist with tree planting. The project also includes public education on trees to promote their benefits and proper maintenance.

Contractors will be selected via RFP to process and perform irrigation installs, maintenance, and tree purchases. The project is expected to start as early as the fall of this year. The City's CAPPA group and Community Services Marketing Communications team will lead the effort to inform the community about the project. They will leverage their production and design of newsletters, publications, press releases, speeches, videos, websites, etc., to get the word out. Ryan McCarthy, the Urban Forester, has played an instrumental role in putting this together, along with Kerry Williams, the Chandler High School FFA Director, and Raslyn Sleet, the Grants Administrator.

COUNCILMEMBER ELLIS said she appreciates the information about the new Forester and the grant supporting the investment. She praised the Forester for obtaining the grant, which will improve the quality of life for Chandler's residents. The detailed explanation addressed Councilmember Ellis's questions regarding timing, fund use, and community involvement in the tree-planting efforts.

COUNCILMEMBER STEWART asked if it would be possible to integrate this project with the Parks initiatives and involve the community despite the contractors' involvement.

MR. SEFTON said yes.

Cultural Development

6. Resolution No. 5782 Authorizing Modification of the Assessment Diagram for the Downtown Chandler Enhanced Municipal Services District; Making a Statement and Estimate of Expenses for the Downtown Chandler Enhanced Municipal Services District; Completing the Assessment; Setting the Date for the Hearing on the Assessment; and Ordering the Giving of Notice of Such Hearing

   Move City Council pass and adopt Resolution No. 5782 authorizing modification of the assessment diagram for the Downtown Chandler Enhanced Municipal Services District; making a statement and estimate of expenses for the district; completing the assessment; setting the date for the hearing on the assessment; and ordering the giving of notice of such hearing.

Development Services

7. Introduction and Tentative Adoption of Ordinance No. 5086, Historic Preservation District, PLH23-0066 Silk Stocking Historic Preservation District, Generally Located East of the Northeast Corner of Arizona Avenue and Chandler Boulevard

Move City Council introduce and tentatively adopt Ordinance No. 5086, PLH23-0066 Silk Stocking, establishing a Historic Preservation District zoning overlay subject to the conditions as recommended by the Planning and Zoning Commission and the Historic Preservation Commission.

8. Introduction and Tentative Adoption of Ordinance No. 5088, Annexation, ANX22-0003 Hamilton Commerce Center, Generally Located North of the Northeast Corner of Queen Creek Road and Union Pacific Railroad
Move City Council introduce and tentatively adopt Ordinance No. 5088 approving ANX22-0003 Hamilton Commerce Center, annexing two parcels totaling approximately 13.4 acres as recommended by Planning staff.

9. Introduction and Tentative Adoption of Ordinance No. 5089, Rezoning, Preliminary Development Plan, and Preliminary Plat, PLH22-0028/PLT23-0011 Schnitzer Commerce Parks, Generally Located One Quarter Mile East of the Southeast Corner of Arizona Avenue and Ryan Road within Two Sites

Rezoning
Move City Council introduce and tentatively adopt Ordinance No. 5089 approving PLH22-0028 Schnitzer Commerce Parks, Rezoning from AG-1 to PAD for an industrial business park, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Development Plan
Move City Council approve Preliminary Development Plan PLH22-0028 Schnitzer Commerce Parks for site layout and building architecture, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Plat
Move City Council approve Preliminary Plat PLT23-0011 Schnitzer Commerce Parks, subject to the condition recommended by Planning and Zoning Commission.

Economic Development

10. Resolution No. 5770, Authorizing Support for a Foreign Trade Zone Designation and Application for AES Direct Express, LLC, dba SKU Distribution; Approving the Related Intergovernmental Agreement Between the City of Chandler and the City of Phoenix
Move City Council pass and adopt Resolution No. 5770, authorizing support for a Foreign Trade Zone designation and application for AES Direct Express, LLC, dba SKU Distribution; approving the related Intergovernmental Agreement between the City of Chandler and the City of Phoenix; and authorizing the Mayor to execute the Intergovernmental Agreement on behalf of the City of Chandler.

11. Agreement No. ED2-918-4422, Amendment No. 2, with 2060 Digital, LLC, for Digital Marketing Services
Move City Council approve Agreement No. ED2-918-4422, Amendment No. 2, with 2060 Digital, LLC, for digital marketing services, in an amount not to exceed $300,000, for the period of one year, beginning March 1, 2024, through February 28, 2025.

Facilities and Fleet

12. Agreement No. BF1-910-4275, Amendment No. 3, for Roofing Repairs and Maintenance
Move City Council approve Agreement No. BF1-910-4275, Amendment No. 3, with Five Oliver, LLC; Classic Roofing, LLC; and National Waterproofing & Roofing, LLC, for roofing repair and maintenance, in a combined amount not to exceed $900,000, for the period of one year, beginning April 1, 2024, through March 31, 2025.

13. Agreement No. FS0-060-4131, Amendment No. 4, for OEM Auto Parts and Service
Move City Council approve Agreement No. FS0-060-4131, Amendment No. 4, with Tex Chevrolet, dba Earnhardt Chevrolet; Earnhardt Enterprises, dba Earnhardt Toyota Scion; Earnhardt Gilbert Dodge, Inc., dba Earnhardt Chrysler Dodge Jeep Ram; Earnhardt Chandler Cadillac, Inc.; and Earnhardt Ford Sales Company, for OEM auto parts and service, for a period of one year, April 1, 2024, through March 31, 2025, in a combined total amount not to exceed $350,000.

14. Agreement No. AS8-405-3826, Amendment No. 2, for Fuel
Move City Council approve Agreement No. AS8-405-3826, Amendment No. 2, with Senergy Petroleum, LLC; Supreme Oil Co.; and Western Refining Southwest dba Flyers Energy, LLC, for the purchase of fuel, for a three-year period, April 1, 2024, through March 31, 2027, in a combined total amount not to exceed $7,800,000 for the three-year term.

Fire Department

15. Resolution No. 5785 Approving Governor's Office of Highway Safety (GOHS) Grant Application, Agreement, and Funds Acceptance
Move City Council pass and adopt Resolution No. 5785, authorizing a grant application, agreement, and funds acceptance under the Governor's Office of Highway Safety's 2025 Highway Safety Plan to support the Chandler Child Safety Seat Clinics in the amount of $64,252, and authorizing the Fire Chief of the Chandler Fire Department, or his designee, to execute the grant agreement and submit documentation on behalf of the City of Chandler.

16. Resolution No. 5786 Approving the Federal Emergency Management Agency (FEMA) Assistance to Firefighters (AFG) Grant Application and Agreement
Move City Council pass and adopt Resolution No. 5786, approving a grant application and agreement with the U.S. Department of Homeland Security Federal Emergency Management Agency (FEMA) for the FY2023 Assistance to Firefighters Grant (AFG), in an

amount up to $207,797, and if awarded, authorizing the acceptance of AFG grant funds and local match contribution of non-federal funds in an amount up to $20,779.

17. Agreement No. FD2-340-4440, Amendment No. 1, with LN Curtis, Swift Group, Velocity Fire, and United Fire, for Fire Turnouts and Personal Protective Equipment (PPE)
Move City Council approve Agreement No. FD2-340-4440, Amendment No. 1, with LN Curtis, Swift Group, Velocity Fire, and United Fire, for fire turnouts and PPE, in a combined amount not to exceed $500,000, for a one-year term, February 1, 2024, through January 31, 2025.

Information Technology

18. Agreement No. IT2-918-4438, Amendment No. 3, with CE Wilson Consulting, for Professional and Project Consulting Services
Move City Council approve Agreement No. IT2-918-4438, Amendment No. 3, with CE Wilson Consulting, for professional and project consulting services, in an amount not to exceed $430,000, for the period of one year, beginning January 1, 2024, through December 31, 2024.

19. Purchase of Information Technology Temporary Staffing Services
Move City Council approve the purchase of information technology temporary staffing services, from Computer Aid, Inc., utilizing the Sourcewell Contract No. 071321-CAI, in an amount not to exceed $839,351.

20. Purchase of Citywide WiFi Services
Move City Council approve the purchase of citywide WiFi services, from Hye Tech Network and Security Solutions, LLC, utilizing the 1GPA Contract No. 22-02PV-08, in an amount not to exceed $676,338.

21. Purchase of Proofpoint Network Security Software
Move City Council approve the purchase of Proofpoint network security software, from SHI International, Inc., utilizing the Omnia Partners Contract No. 2018011-02, in an amount not to exceed $237,994, for the period of one year, April 11, 2024, through April 10, 2025.

Management Services

22. Agreement No. 4744, with WSP USA Environment & Infrastructure, Inc., for Airport Site KK Environmental Remediation Services
Move City Council approve Agreement No. 4744, with WSP USA Environment & Infrastructure, Inc., for Airport Site KK environmental remediation services, in an amount not to exceed $7,006,678.94, and approve a contingency transfer of $410,000 from the Uninsured Liability Self-Insurance Fund, Non-Departmental Cost Center, Contingency Account, to the Environmental Management Liabilites Cost Center, Professional Services Account, to fund this agreement.

23. New License Series 4, In State Wholesalers Liquor License Application for Nancy Jo Claycomb, Agent, Claywines LLC, DBA Claywines
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 275376, a Series 4, In State Wholesalers Liquor License, for Nancy Jo Claycomb, Agent, Claywines, LLC, DBA Claywines, located at 1974 W. Peninsula Circle, and approval of the City of Chandler, Series 4, In State Wholesalers Liquor License No. 306729.

24. New License Series 12, Restaurant Liquor License Application for Phuc Kim Huynh, Agent, Galbi BBQ & Hotpot, LLC, DBA Galbi BBQ & Hotpot
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 272497, a Series 12, Restaurant Liquor License, for Phuc Kim Huynh, Agent, Galbi BBQ & Hotpot, LLC, DBA Galbi BBQ & Hotpot, located at 2051 W. Warner Road, Suite 12, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 306857.

Police Department

25. Resolution No. 5780, Authorizing Amendment No. 1 to the Intergovernmental Agreement for Site Sharing between City of Chandler and Salt River Project
Move City Council pass and adopt Resolution No. 5780 authorizing Amendment No. 1 to the Intergovernmental Agreement for Site Sharing between the City of Chandler and Salt River Project Agricultural Improvement and Power District (SRP); authorizing the Mayor and Chief of Police to sign the Agreement; and authorizing the Chief of Police to administer, execute, and submit all documents and other necessary instruments in connection with such Agreement.

Public Works and Utilities

26. Introduction and Tentative Adoption of Ordinance No. 5082 Granting a Non-Exclusive Utility Easement to Salt River Project Agricultural Improvement and Power District, at No Cost, to Accommodate the Arrowhead Park Court Lighting Project
Move City Council introduce and tentatively adopt Ordinance No. 5082 granting a non-exclusive utility easement to SRP, at no cost, to accommodate the Arrowhead Park Court Lighting Project.

27. Introduction and Tentative Adoption of Ordinance No. 5085 Authorizing and Approving the Dedication in Fee of Assessor's Parcel Number 303-32-007U, Located on the East Side of McQueen Road, Just North of the Ryan Road Alignment, for Public Right-of-Way (Roadway) Purposes
Move City Council introduce and tentatively adopt Ordinance No. 5085 authorizing and approving the dedication in fee of assessor's parcel number 303-32-007U, located on the east side of McQueen Road, just north of the Ryan Road alignment, for public right-of-way (roadway) purposes.

28. Purchase of Maintenance, Repair, and Operations (MRO) Supplies and Related Services
Move City Council approve the purchase of MRO supplies and related services, from WESCO Distribution, Inc., utilizing Omnia Partners Contract No. R192008, in an amount not to exceed $770,000.

29. Purchase of Laboratory Testing Services
Move City Council approve the purchase of laboratory testing services from Aquatic Consulting & Testing, Inc.; Testamerica Laboratories, Inc., dba Eurofins Testamerica; and Legend Technical Services, utilizing City of Mesa Contract No. 2021181, in the combined amount not to exceed $675,000, for a one-year term, March 20, 2024, through March 19, 2025.

30. Purchase of SCADA DMZ Network and Firewall Upgrades
Move City Council approve the purchase of SCADA DMZ Network and Firewall upgrades, from Sentinel Technologies, Inc., utilizing 1GPA Contract No. 22-02PV-18, in an amount not to exceed $737,256.

31. Competition Impracticable Purchase for the Rental of Belt Filter Press
Move City Council approve the competition impracticable purchase for the rental of a belt filter press, from Phoenix Process Equipment Co., for a period of two years, in an amount not to exceed $452,340.

Action Agenda

32. Introduction and Tentative Adoption of Ordinance No. 5084, Rezoning & Preliminary Development Plan, PLH23-0044 QuikTrip Convenience Store and Gas Station, Located at 2000 W. Ray Road, Generally Located at the Northwest Corner of Dobson and Ray Roads

Rezoning
Move City Council introduce and tentatively adopt Ordinance No. 5084 approving PLH23-0044 QuikTrip Convenience Store and Gas Station, to amend the Planned Area Development (PAD) zoning for commercial use to permit a fuel service station, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Development Plan
Move City Council approve Preliminary Development Plan PLH23-0044 QuikTrip Convenience Store and Gas Station for site layout and building architecture on approximately 2.5 acres, subject to the conditions as recommended by Planning and Zoning Commission.

Informational

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

34. Contracts and Agreements Administratively Approved, Month of February 2024

Adjourn

The meeting was adjourned at 6:25 p.m.

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: April 4, 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 18th day of March 2024. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of April 2024.

_____

City Clerk

COMMENT CARD

Chandler · Arizona
Where Values Make The Difference

If you wish to submit written comments to the City Council regarding any item, agendized or not, please complete this form and submit to the City Clerk.

Date: 3/18/24

Agenda Item No. N/A (If applicable) ☒ Support ☐ Oppose

Comments:
SUBMITTING REQUEST FOR RIGHT TO SPEAK AT CITY STUDY, WORK SESSIONS COMMITTEE AND SUB-COMMITTEE MEETINGS AS THE RESIDENTS OF CHANDLER HAVE A RIGHT TO BE HEARD. THIS IN ADDITION TO CITY COUNCIL MEETINGS. SEE ATTACHED 15 PAGES

Name: LESLIE MINKUS
Address: 3372 E. GEMINI CT.
City/State/Zip CHANDLER, AZ 85249
Phone: 847-927-0856

*Note: Contact information is included as part of the Public Record.

COMMENT CARD

Chandler · Arizona
Where Values Make The Difference

If you wish to submit written comments to the City Council regarding any item, agendized or not, please complete this form and submit to the City Clerk.

Date: 3-18-24

Agenda Item No. N/A (If applicable) ☐ Support ☐ Oppose

Comments:
Submitting written Request for residents to be afforded the Right to Speak at All public meetings. See attached

Name: Linda Sawyer
Address: 1158 W Linda Lane
City/State/Zip Chandler AZ 85224
Phone: 480 326-2112

*Note: Contact information is included as part of the Public Record.

* Please include document in Council minutes 3-18-24.

REQUEST FOR RIGHT TO SPEAK, ACCOUNTABILITY AND TRANSPARENCY AS SUBMITTED TO THE CITY OF CHANDLER MAYOR AND COUNCIL MEMEBRS AS OF MARCH 13, 2024

Community Advocates and the Legislative District 13 Local Government Committee are advocating that all Chandler residents are afforded the opportunity to speak at any Chandler city meeting that impacts the health, safety, and quality of life of their community. It is essential that Chandler residents are permitted to speak at city meetings that are not specifically, by law or city charter, closed to the public. Residents should have the right to speak at study sessions, work sessions, committee meetings and subcommittee meetings, so that the Mayor and Council Members must hear and have access to all pertinent information regarding any community decision and proposed ordinance. This will ensure open and honest discussion and deliberation between elected officials, staff and Chandler residents. *It's evident that if a resident is introducing information at a Chandler City Council meeting,* ***they are too late****;* since the topic of discussion will have already taken place in the above mentioned meetings and Council Members will most likely have decided and are ready to vote on a matter, **without the benefit of full information residents can provide and should be considered at all of the above mentioned meetings**.

Current OPEN MEETING LAW and protocol permits residents to **observe** elected officials and staff discussion on important topics that concern the Chandler residents; however, residents are not permitted to participate in the discussion that directly impacts their own community. How can elected officials make well-rounded and well-informed decisions SOLELY based on information that is submitted in a City staff member's presentation? There have been instances when residents have observed the staff presentations and knew that the information was inaccurate, untruthful or biased. However, if an informed resident was permitted to speak during the meeting, correct information could be presented and shared prior to a decision being formed. Residents must have the opportunity to present pertinent information on a topic or to affirm/dispute any topic that will impact **their** community. A well-informed decision must include and consider all relevant facts, evidence and information on the topic; this is not the current method of decision making in the City of Chandler since residents are not allowed to speak, as important decisions are being made that later impact their vote at City Council meetings.

Currently, the only opportunity for a resident to publicly address matters that impact the health, safety and quality of life issues for Chandler residents, is during a council meeting. Residents are permitted to speak for a period of three minutes, which includes stating their name and address in the allotted time frame. Meanwhile, the mayor and select council members have conversations off the agenda topics, while limiting the public from speaking for more than three minutes on issues important to 270,000 plus

residents. Residents take their unpaid time to research a topic and develop ideas to make their community a quality place to

live, yet residents are not provided the time or respect of being heard in the public meeting sessions where deliberations on important community matters are being discussed, but for the US Constitution that states:

The First Amendment of the US Constitution guarantees freedom of expression by prohibiting the restriction of the rights of individuals to speak freely and guarantees the right of citizens to assemble peaceably and to petition their government.

Often times, elected officials are under the mistaken assumption that they are elected to oversee the city, without sincere regard to resident input and that line of thinking must be corrected immediately. Many decisions have been made without the full scope of available information from residents on a topic; therefore, it would be inconceivable for the Mayor or Council Members to continue the current meeting protocol. To prohibit resident input, especially if the information can make a significant difference in the outcome of the decision, is unacceptable.

Absent any content in the City of Chandler Charter, that prohibits a Chandler resident from speaking at any of the above mentioned meetings, it justifies the appearance of "abuse of power" when elected officials prohibit citizens from presenting valuable information that impacts the health, safety and quality of life. Resident taxes fund the city government which includes the salaries for staff and elected officials. By excluding resident participation, this intentionally limits information the Mayor and Council Members review during the decision making process on ordinances, fines and other high level matters. This practice allows room for plausible deniability for failed policies and decisions made by the Mayor and Council. Mayor and Council Members are responsible and accountable for the decisions that impact the health, safety and quality of life for all residents, not the City staff, as they are not elected officials.

Permitting public comment is a fairly simple process. If the resident is informed on discussion topics prior to the agenda being posted they can sign-up to speak at the meeting. Time adjustments can be made to accommodate for the presentation of any pertinent and relevant information. This may require extending the meeting time to ensure that the Mayor and Council Members have all the information necessary to make decisions. Additionally, virtual/interactive meetings will enable residents to participate from their home or workplace. This encourages and permits all residents to participate in their local government without missing work or prioritizing a council meeting over family responsibilities. Virtual/interactive was utilized during the 2022 City of Chandler candidate debate, therefore should be easily modified to gain feedback from Chandler residents on important decisions that elected officials are making for our community. Additionally, virtual attendance provides accessibility to residents who are otherwise unable to physically attend.

CITY OFFICIALS AND STAFF HAVE BECOME DISCONNECTED FROM CHANDLER RESIDENTS

The *current* City Organizational Chart (effective Feb 2023) *doesn't connect* "**RESIDENTS** OF CHANDLER" at the top TO the Chandler City Council and to the rest of the city organizational chart. However, the previous ORG Chart (effective June 2018) *correctly connected*, the "**CITIZENS** OF CHANDLER" to the Mayor, Council and the rest of the Organizational chart. This change clearly demonstrates an arrogant mindset of our elected officials, city management and city staff in their lack of transparency and accountability, since they no longer report to nor listen to the Citizens of Chandler, regarding the operations of our city, especially relating to the health, safety and quality of life issues.

-- SEE BOTH ORGANIZATIONAL CHARTS ATTACHED AS EXHIBIT B --

Council Member Stewart, when describing how the council operates, often states that Mayor and Council Members are like the Board of Directors of the city. As residents of Chandler we would presumably be considered the shareholders and stakeholders, as we have a vested interest through our tax dollars and investments within the City of Chandler. Council Member Stewart often justifies his decisions as the protection of property rights; however, the protection of property rights applies to **all** residents and information must be fully considered to make fair and reasonable decisions to ensure that there is not a negative impact on the property rights and values of other residents.

Mayor and Council Members are elected to represent the public, residents, citizens and businesses. Therefore, the **will of the people** must be acknowledged, heard, followed and respected at all times. Clearly the Mayor, some past council members, and current council members don't have a clear understanding of this concept, as demonstrated in decisions made in ordinance changes over the past several years. The public was vocal in opposing the backyard chicken ordinance in April 2022 and 30 pages of petitions, with 300 resident signatures AGAINST such amendment, given to the City Clerk, were mysteriously lost and never accounted for. The council seemed as though they were going to respect the will of residents, however, they slipped the vote into a consent agenda vote in December 2022. Residents strongly requested that the issue be taken up the following month, January 2023, after the new council members were in office, as they were each opposed to the ordinance in the candidate debates held in June 2022. An important fact is that two council members voted no on the ordinance in December 2022 and the two incoming council members expressed their objections to backyard chickens. This ordinance would not have passed if brought to the council one month later in January 2023, as requested.

This was unethical and disrespectful to the residents and to the incoming council members that were left with a reckless ordinance amendment that has limited ability to be enforced and NO permitting or licensing requirements to protect the safety of the community since these chickens and their eggs are a source of food consumed by humans, and for the safety and protection of these farm animals that are being housed on individual urban residential properties.

Additionally, residents made requests for the enforcement of illegal fireworks only to have their concerns dismissed. The outcome of that discussion expanded the number of days fireworks could be set off in the City of Chandler and to permit legal fireworks on public streets. In both instances residents that participated in the opposition/request were ignored and reckless changes were implemented under the misguided and reckless purview of property rights.

Please see attached to this request, **'EXHIBIT A'** of various questionable City management and operational issues that should have allowed resident comments, inputs and speaking presentations at the study sessions, work sessions, committee meetings and subcommittee meetings, dealing with Eminent Domain, Amendment of Chicken Ordinance, Amended Firework Ordinance, serve as a few incidences when the "WILL OF THE PEOPLE" has been disrespected and residents were not allowed to speak.

FINALLY, it is clearly stated to the Chandler Residents in the FEBRUAY-MARCH 2024 CITY SCOPE NEWSLETTER -- SEE COPY ATTACHED AS EXHIBIT C –

"Your involvement in this process makes a difference and ensures the needs of the entire community are heard."

Mr. Mayor and Council Members, from the recent City Newsletter noted above, we appear to be on the same page and in total agreement with the above statement, therefore, we as residents, respectfully request the right to speak and to be heard at Chandler City study sessions, work sessions, committee meetings and subcommittee meetings, as well as at City Council meetings.

SEE EXHIBITS A, B and C ATTACHED BELOW

EXHIBIT A

EMINENT DOMAIN WORD CHANGE

Recently, it was discovered that the only time council members were informed of EMINENT DOMAIN ISSUES was if the issue became a legal matter. Staff are employees, while mayor and council members are elected officials, therefore this is a high level issue that should not have been left in the management of staff, especially without mayor and council member direction. Previous to the revisions, staff had cart blanch to force a homeowner to relinquish their home or business for a price offered by the city, without the over site of elected officials. Concerns put forth by an elected official, staff, or resident should always be taken seriously, especially when the issue of health, safety, and quality of life are concerned. Mayor and council members should have served as mediators between staff and property owners, especially in low-income areas of the city, to ensure a complete understanding of their property rights.

These are just a few examples of the issues that would arise from such neglect:

- Some property owners could have felt intimidated by the overall process and not realized the significant impact the decision could have on their quality of life and livelihood

- The decision could have driven the property owner into financial despair. Furthermore, they may not have been able to obtain legal representation to protect their rights during the process

- There should have been an objective party, with as the elected officials to oversee and mediate this type of issue to ensure that each property owner was fully protected

Fortunately, thanks to Council member Orlando, the mayor, and council members will be part of the eminent domain process going forward. **See study session December 2023 for full discussion of topic.**

CHICKEN ORDINANCE amendment 14-33

Regardless of one's opinion to permit or not permit backyard chickens is not the focal point for this discussion. Residents should be concerned with the conduct that took place during the process of amending this ordinance. Opposition for the ordinance outweighed the public support for the ordinance change, yet the ordinance was passed several months later in a consent agenda item vote. The will of the people was overlooked by mayor and several council members by amending the ordinance to permit backyard chickens. The circumstances in which residents were hindered from expressing their concerns and objections was evident in multiple areas of the process.

- The discussion was limited to "chicken coop" at the Planning and Zoning meeting. Discussion should have included the inability to enforce this ordinance change. Code enforcement would need resident permission to enter backyard for inspection

- Resident opposing ordinance was notified prior to speaking that power point was lost by city staff. Fortunately, resident had ability to upload presentation

- City Clerk admitting to losing petitions opposing chicken ordinance, yet no concession for the 300 signatures were factored in public feedback

- Recommendation to hold off voting on the issue was made since this ordinance would impact changes that were not widely supported by residents and newly elected candidates

- Further investigation of the health and tax implications of unregulated and unlicensed sale of eggs

FIREWORKS amendment 5032

Legal and illegal fireworks are a health, safety and quality of life issue for Chandler residents. Fireworks are an environmental issue resulting from smoke and chemicals released into the air that create poor air quality for days. A request was made to the mayor and council members requesting enforcement of illegal fireworks due to the increased use of illegal fireworks that last for hours and often until 2:00 am on average.

Individual complaints of illegal fireworks consisted of:

- Increased PTSD, anxiety, respiratory issues, other health issues
- Interrupted sleep, especially for residents that work the next day
- Disrupted sleep in children
- Increased lost pets
- Air quality
- Threat to homes and structures, especially in areas that have dead or overgrown foliage
- Hinder the joy for families enjoying the holiday due to extremely loud noise and poor air quality

Complaints for legal fireworks consisted of the above with the addition of:

- Legal fireworks on public roadway can cause a delay in emergency response time. A second of time is critical in recovery time and life and death situations. Imagine a delay for emergency care due to fireworks blocking public roadways. This was a reckless ordinance change and passed under the purview of property rights.

Additionally, residents must observe "no burn days" yet fireworks are set off on mandatory no burn days. Another concerning fact is that residents are told that there is no way to enforce illegal fireworks. This is a neglectful excuse especially since information on how other cities attempt to control illegal fireworks was provided to council members. The mayor confirmed with the Chief of Police that if a resident is willing to make a complaint, it's as enforceable as any other misdemeanor. Strict enforcement and additional personnel to serve as witnesses could significantly reduce illegal fireworks. ATF coordination could serve useful in enhanced prosecution of illegal fireworks as the sale and purchase of illegal fireworks in Arizona means that the fireworks were transported over state lines.

Animal Cruelty Ordinance amended 4992

The city was disingenuous in gathering public feedback for this ordinance. The request for comment was posted in Arizona Central Newspaper, which is a subscription based paper, rather than in one of the free newspapers available to Chandler residents. One resident at the city council meeting stated that she almost missed the opportunity to provide feedback. Another resident was told the information was posted on the city website and monitor inside the city building. Soliciting genuine feedback would have been to advertise in the free newspaper rather than one in which many may not subscribe.

The period was extended for comment after residents complained and information was placed in the CityScope, which many residents missed as they believed the comment period was already over.

PROP 400

Current issues that substantially impact ALL residents include the use of one's personal automobiles and impact the State Proposition 400, Road Diets, 15 Minute Cities, Light Rail, as well as, the safety and security of our water, electric grid, gas utilities, the city budge, and local public schools.

Additional instances when public comment could have been useful to the community, however were not presented by residents and even when suggestions were offered, they were ignored.

Gated alley program, TNR program, and homeless programs using federal fund.

Proposed Vehicle Ordinance Revision and inability to enforce on ordinances.

Recent ordinance permitting citizens to have increased number of inoperable vehicles in their back yards is a health, safety, and quality of life issue for residents. This is another irresponsible use of "property rights issue" because it impacts other residents in a negative manner. Inability to enforce in backyard without cooperation of resident and unlikely to grant access if they have code violations.

Other negative factors of this ordinance change:

- Environmental issues due to fluids leaking into ground and contaminating ground and water supply

- Safety issue to children, especially in the extreme heat if able to exit vehicle due to age or disability

- Pets can become trapped inside car in extreme heat

- Paint fades over time and low fence lines will leave residents looking at the top of old dilapidated vehicles.

- Vehicles on property are not covered under homeowners insurance and do not need to be registered. This could lead to liability issues if the vehicle isn't registered it can't be insured

- Increased crime if used to store stolen vehicles in backyard with no way to check the vehicle without resident permission. A police investigation could prompt inspection of vehicle, but only if vehicle is suspected or reported stolen

While many ordinances are written they are ultimately unenforced due to the inability to gain access to certain areas of the property, police staffing shortage, increased part 1 and 2 crimes. First, staff should never write or pass an ordinance that is not enforceable simply because it's a poor use of staff time and tax payer money.

Volunteer police place sticker vehicles that are illegally parked

- Validate a time stamp for the 48 hour violation
- Serve as a witness to parking violation
- Officer while making patrols can easily identify and issue a citation for illegally parked cars

Proactive enforcement and yet that is not a common practice used today

A TNR program was written by residents and staff member and over time was made more difficult for residents to use.

- *Originally, the program asked for the volunteer and one signature. Later, volunteer and two signatures*
- *I was told the signatures went up to 10 for one application for gifting clause purpose, which was not truthful by staff member*
- *Signatures ultimately reduced to six*
- *Call for verification of application was required. The staff member insisted on speaking with each resident. This delayed the process causing an increase in cat population, which hindered the objective of the program*

Illegal fireworks could be enforced providing relief to residents. Other cities utilize their off duty police, off duty fire, and other placed in areas of high firework use to serve as witness, so police will have a witness and can issue citation like any other misdemeanor.

- *City of Chandler is missing the opportunity to Protect the health, safety, and livability of Chandler residents, especially veterans and others suffering with PTSD*

- *Reduce the stress and burden for rescues/shelter, Maricopa County Animal Control Officers, and Maricopa County Animal Control, and volunteers*
- *Limit the emotional and mental stress of residents that experience the expense and heartache of lost pets as they are significantly impacted with the increased of lost pets during peak firework time*

Intentional or unintentional misconduct of staff that has a negative impact on Chandler residents

- Lost or misplaced items submitted by a resident that deprived the resident from fully documenting their point

- Staff misquoting resident in minutes which is public record. The staff defended their position not to change minutes. Resident had to pay $176.00 to validate the claim. City still wanted resident to correct the error rather than staff member acknowledging error and acknowledging residents point.

- Blocking residents from meeting until after the meeting ended and resident was then able to log into the meeting and be told it was over

Fear of retaliation by residents. PRIVATE FOR YOUR EYES ONLY

Residents have stated that they are afraid of retaliation from the city if they get involved in issues. Some don't want made public and we won't, however wanted you to consider the level of correction, although I realize you already know.

- "One person told me to be careful if you mess with the city you will get hurt, and I mean get physically hurt" Residents should not have this type of fear as they are the stakeholder of the city. (LOIS)
- Misquoted in minutes and not have them corrected by city after proof of misquote was determined (ME)
- SRP told resident that the City of Chandler prefers to have all questions through them by an employee at SRP and so we need to direct our questions to the city. This is a public relations department in a public utility company (ME/Mary)
- Residents made to feel disparaged by staff (SUE)
- Resident afraid if vocal building permit would be denied/delayed
- Fear of being pulled over and having drugs planted in vehicle

EXHIBIT B

Chandler City 2018
and 2023 Org Charts

EXHIBIT C

Ensuring the needs
of the entire communi

City of Chandler Organizational Chart

Chandler · Arizona

Effective: 06/01/18

CITIZENS OF CHANDLER

MAYOR & CITY COUNCIL

ADVISORY BOARDS & COMMISSIONS

CITY CLERK
Dana DeLong

CITY MANAGER
Marsha Reed

CITY ATTORNEY/RISK MGR
Kelly Schwab

CITY MAGISTRATE
Michael Traynor

ASSISTANT CITY MANAGER
Vacant

DOWNTOWN REDEVELOPMENT
Kim Moyers

INTERGOV. AFFAIRS
Ryan Peters

ASSISTANT CITY MANAGER
Joshua Wright

NEIGHBORHOOD RESOURCES
Leah Powell
- Code Enforcement
- Community Development
- Diversity Office
- Housing & Redevelopment
- Neighborhood Programs

COMMUNICATIONS & PUBLIC AFFAIRS
Matt Burdick
- Mayor and Council Office
- Print, Mail, Graphics
- Public Information
- Video Production

POLICE
Sean Duggan
- Communications
- Community Services
- Criminal Investigations
- Field Operations
- Forensic Science
- Property & Evidence

FIRE
Tom Dwiggins
- Administration
- Emergency Management
- Health & Medical
- Operations
- Prevention & Training

ADMINISTRATIVE SERVICES
Debra Stapleton
- Building & Facilities
- Fleet Services
- Human Resources

INFORMATION TECHNOLOGY
Steve Philbrick

MANAGEMENT SERVICES
Dawn Lang
- Accounting
- Budget Office
- Central Supply
- Environmental Management
- Purchasing
- Tax & Licensing
- Utility Services

TRANSPORTATION POLICY
Dan Cook
- Transit Services

AIRPORT
Chris Andres

ECONOMIC DEVELOPMENT
Micah Miranda
- Tourism

DEVELOPMENT SERVICES
Derek Horn
- Building Safety
- Engineering
- GIS
- Planning
- Regulatory Affairs

PUBLIC WORKS & UTILITIES
John Knudson
- Capital Projects
- Solid Waste Services
- Transportation
- Water/Wastewater

COMMUNITY SERVICES
Brenda Brown
- Aquatics
- Center for the Arts/Vision Gallery
- Library
- Museum
- Park Operations
- Recreation

SUSTAINABILITY
- ASU Marvin Andrews Fellowship Intern

Organizational Chart
February 27, 2023

CHANDLER arizona
Community of Innovation

RESIDENTS OF CHANDLER

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

City Attorney
Kelly Schwab

City Manager
Josh Wright

City Magistrate
Alicia Skupin

City Clerk
Dana DeLong

Deputy City Manager | CFO
Dawn Lang

Management Services
Accounting, Budget, Environmental Management, Purchasing, Tax and Licensing, Utility Billing,

Facilities & Fleet
Mike Hollingsworth, Manager

Information Technology
Sandip Dholakia, CIO
Project Management, Application Development, Converged Infrastructure, Support, Information Security

Community Services
John Sefton, Director
Parks Development and Maintenance, Library, Recreation/Aquatics

Sustainability & Performance

Assistant City Manager
Tadd Wille

Police
Sean Duggan, Chief
Communications, Community Services, Criminal Investigations, Field Operations, Forensic Science, Property & Evidence

Fire
Thomas Dwiggins, Chief
Emergency Management, Emergency Medical Services, Fire Prevention, Professional Development

Diversity, Equity & Inclusion
Niki Tapia, Officer

Human Resources
Rae Lynn Nielsen, Director
Recruitment, Benefits, Wellness, Safety, Workers' Compensation, Organizational Development

Neighborhood Resources
Leah Powell, Director
Code Enforcement, Neighborhood Preservation, Community Development, Public Housing

Deputy City Manager
Andy Bass

Airport
Ryan Reeves, Manager

Cultural Development
Kim Moyers, Director
Center for the Arts, Downtown, Museum, Special Events, Vision Gallery

Development Services
Derek Horn, Director
Building Safety, Engineering, GIS, Planning, Zoning, Transportation Engineering, Utility Coordination

Public Works & Utilities
John Knudson, Director
Capital Projects, Solid Waste, Transportation, Water/Wastewater

Economic Development
Micah Miranda, Director

Communications and Public Affairs
Matt Burdick, Director
Mayor and Council Office

Strategic Initiatives
Ryan Peters, Director
Government Relations, Transportation Policy, Transit, Multimodal Planning, ADA Coordinator

CityScope

A community newsletter for the people of Chandler.

February-March 2024
chandleraz.gov

CHANDLER arizona

The estimated population for the City of Chandler as of Jan. 1, 2024, is 287,334 (+143 from last month).

Reminders ...

- City offices will be closed Monday, Feb. 19 for the Presidents' Day holiday. Trash and recycling collection will not be affected.
- The 16th annual Chandler Family Bike Ride will take place April 6 this year. More information will be shared next month, but registration opens soon. Visit chandleraz.gov/FamilyBikeRide for details.

Chandler Ostrich Festival returns to Tumbleweed Park March 8-10 and 15-17

The 34th annual Chandler Ostrich Festival returns to Tumbleweed Park on two weekends in 2024, from Friday, March 8 through Sunday, March 10, and Friday, March 15 through Sunday, March 17.

The popular festival, known throughout the Southwest, is a community event featuring live ostriches and ostrich-themed activities. National, regional and local entertainment will be showcased on several stages, as well as a carnival, kids activities, arts and crafts and much more.

For complete information, including admission prices and parking, visit ostrichfestival.com. Tumbleweed Park is located at 2250 S. McQueen Road, near Germann and McQueen roads.



Spring HOA Academy kicks off in April

The city's Neighborhood Programs Division offers an HOA Academy to provide residents and board members of homeowner's associations (HOAs) with the know-how, tools and resources to effectively lead their neighborhoods.

Mark your calendar for three sessions scheduled for April 10, 17 and 19. The first two sessions will be in-person at the ASU Chandler Innovation Center, 249 E. Chicago St., and the final session will be a virtual Q&A with an HOA expert.

Residents will be able to register starting in March at chandleraz.gov/HOAAcademy. For more information, call 480-782-4348.

Budget outlook for Fiscal Year 2024-25

Chandler continues to be one of the leading communities in the state for new businesses and job creation. Local sales tax revenues are stable, and investment in both the business and residential sectors continues. City officials take these and many other economic factors into consideration as work begins on the 2024-25 Fiscal Year budget.

Each year, we focus on continuing fiscal strength by conservative forecasting and managing expenditure growth, which positions the city well to ensure we do not have more growth in our ongoing expenditures than we have in ongoing revenues. We desire to continue the traditions of transparency, maintaining strong financial policies, adding efficiencies, providing essential public services in innovative ways and maintaining infrastructure to continue to make Chandler attractive for businesses and their employees as well as our current residents. These efforts are paying off as many companies continue to move to or expand in Chandler. Many of these businesses are future-focused and provide quality jobs in innovative sectors.

An important part of the budget process is an ongoing review of the many programs and services the city provides, as well as reviewing the budget feedback received during the recent budget survey. This process is among the reasons the city's budget so closely matches the community's highest priorities each fiscal year.

Your involvement in this process makes a difference and ensures the needs of the entire community are heard. Find more details at chandleraz.gov/budget.

Public Safety Open House on March 2



The Chandler Fire and Police Departments are joining together to hold a free public safety open house on Saturday, March 2. The event will be from 9 a.m. to 1 p.m. on Washington Street in Downtown Chandler between Boston and Chicago streets.

In addition to a car show, a variety of fire apparatus and police vehicles will be on display. See demonstrations of vehicle extraction techniques and rappelling performed by the Technical Rescue Unit, as well as the K-9 Unit and Tactical Robot Unit. Aquatics staff will provide free life jackets and fittings as well as an interactive water safety activity as part of its #WaterYouDoing campaign. Hands-Only CPR classes will be offered every half hour. There will also be a free child fingerprinting ID clinic.

Free parking is available within walking distance, including the City Hall garage at 240 S. Washington St.

For more information, go to chandlerazpd.gov/OpenHouse.

Meeting Minutes
City Council Regular Meeting

March 21, 2024 | 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 OD Harris
Councilmember Angel Encinas
Councilmember Christine Ellis
Councilmember Mark Stewart
Councilmember Matt Orlando
Councilmember Jane Poston

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

Invocation
The invocation was given by Rev. Dr. Candace J. Lansberry, Chandler United Methodist Church.

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

Scheduled Public Appearance
1. Outstanding Citizen Award

MAYOR HARTKE presented Ethan Cakmak with the Outstanding Citizen Award and invited Police Chief Deanda, Assistant Fire Chief Hargis, and Chandler High School to accept.

Consent Agenda and Discussion
City Clerk

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

City Manager

2. Agreement No. CS1-745-4293, Amendment No. 2, for Concrete Repair and Maintenance Services
   Move City Council approve Agreement No. CS1-745-4293, Amendment No. 2, with Degan Construction, LLC; Lincoln Constructors, Inc.; Precision Concrete Cutting, Inc.; Vincon Engineering Construction, LLC; and W.L. Emshoff, for concrete repair and maintenance services, in a combined amount not to exceed $1,395,000, for a one-year term, May 1, 2024, through April 30, 2025.

Community Services

3. Resolution No. 5783, Authorizing an Intergovernmental Agreement Between the City of Chandler and the Maricopa County Parks and Recreation Department for Shared Recreational Opportunities, Programs, Marketing, and Events Within the Maricopa County Park System
   Move City Council pass and adopt Resolution No. 5783, approving an intergovernmental agreement between the City of Chandler and Maricopa County Parks and Recreation Department for shared recreational opportunities, programs, marketing, and events within the Maricopa County Park System, and further authorizing the City Manager to sign all documents and take all actions necessary or appropriate to carry out the terms of the agreement.

4. Resolution No. 5784, Authorizing an Intergovernmental Agreement Between the City of Chandler and the Arizona Game and Fish Commission for a Community Fishing Program
   Move City Council pass and adopt Resolution No. 5784, approving an intergovernmental agreement between the City of Chandler and the Arizona Game and Fish Commission for operation of a Community Fishing Program at Desert Breeze Park Lake and Veterans Oasis Park Lake, and further authorizing the City to take all actions necessary or appropriate to carry out the terms of the agreement.

5. Resolution No. 5781, Authorizing the City to Enter Into a Subrecipient Grant Agreement With the Trust for Public Land (TPL) for U.S. Department of Agriculture Forest Service Inflation Reduction Act Urban & Community Forestry Grant Program Funding and to Accept the Grant Funds in the Amount Not to Exceed $767,000
   Move City Council pass and adopt Resolution No. 5781, approving the city to enter into a subrecipient grant agreement with TPL for pass-through funding from the U.S. Department of Agriculture Forest Service (USFS) in an amount not to exceed $767,000 for irrigation improvements, tree planting, and public education about trees in disadvantaged communities within Chandler, and further authorizing the City Manager or designee to

execute the grant agreement and take other action necessary or appropriate to implement the grant.

Cultural Development

6. Resolution No. 5782 Authorizing Modification of the Assessment Diagram for the Downtown Chandler Enhanced Municipal Services District; Making a Statement and Estimate of Expenses for the Downtown Chandler Enhanced Municipal Services District; Completing the Assessment; Setting the Date for the Hearing on the Assessment; and Ordering the Giving of Notice of Such Hearing

   Move City Council pass and adopt Resolution No. 5782 authorizing modification of the assessment diagram for the Downtown Chandler Enhanced Municipal Services District; making a statement and estimate of expenses for the district; completing the assessment; setting the date for the hearing on the assessment; and ordering the giving of notice of such hearing.

Development Services

7. Introduction and Tentative Adoption of Ordinance No. 5086, Historic Preservation District, PLH23-0066 Silk Stocking Historic Preservation District, Generally Located East of the Northeast Corner of Arizona Avenue and Chandler Boulevard

   Move City Council introduce and tentatively adopt Ordinance No. 5086, PLH23-0066 Silk Stocking, establishing a Historic Preservation District zoning overlay subject to the conditions as recommended by the Planning and Zoning Commission and the Historic Preservation Commission.

COUNCILMEMBER ORLANDO thanked the residents, former Councilmember Sepulveda, and Derek Horn, for their efforts in making the project a reality. He acknowledged that it had been a long journey but was grateful for the collective efforts of the community members.

8. Introduction and Tentative Adoption of Ordinance No. 5088, Annexation, ANX22-0003 Hamilton Commerce Center, Generally Located North of the Northeast Corner of Queen Creek Road and Union Pacific Railroad

   Move City Council introduce and tentatively adopt Ordinance No. 5088 approving ANX22-0003 Hamilton Commerce Center, annexing two parcels totaling approximately 13.4 acres as recommended by Planning staff.

9. Introduction and Tentative Adoption of Ordinance No. 5089, Rezoning, Preliminary Development Plan, and Preliminary Plat, PLH22-0028/PLT23-0011 Schnitzer Commerce Parks, Generally Located One Quarter Mile East of the Southeast Corner of Arizona Avenue and Ryan Road within Two Sites

   Rezoning

Move City Council introduce and tentatively adopt Ordinance No. 5089 approving PLH22-0028 Schnitzer Commerce Parks, Rezoning from AG-1 to PAD for an industrial business park, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Development Plan
Move City Council approve Preliminary Development Plan PLH22-0028 Schnitzer Commerce Parks for site layout and building architecture, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Plat
Move City Council approve Preliminary Plat PLT23-0011 Schnitzer Commerce Parks, subject to the condition recommended by Planning and Zoning Commission.

Economic Development

10. Resolution No. 5770, Authorizing Support for a Foreign Trade Zone Designation and Application for AES Direct Express, LLC, dba SKU Distribution; Approving the Related Intergovernmental Agreement Between the City of Chandler and the City of Phoenix
Move City Council pass and adopt Resolution No. 5770, authorizing support for a Foreign Trade Zone designation and application for AES Direct Express, LLC, dba SKU Distribution; approving the related Intergovernmental Agreement between the City of Chandler and the City of Phoenix; and authorizing the Mayor to execute the Intergovernmental Agreement on behalf of the City of Chandler.

11. Agreement No. ED2-918-4422, Amendment No. 2, with 2060 Digital, LLC, for Digital Marketing Services
Move City Council approve Agreement No. ED2-918-4422, Amendment No. 2, with 2060 Digital, LLC, for digital marketing services, in an amount not to exceed $300,000, for the period of one year, beginning March 1, 2024, through February 28, 2025.

Facilities and Fleet

12. Agreement No. BF1-910-4275, Amendment No. 3, for Roofing Repairs and Maintenance
Move City Council approve Agreement No. BF1-910-4275, Amendment No. 3, with Five Oliver, LLC; Classic Roofing, LLC; and National Waterproofing & Roofing, LLC, for roofing repair and maintenance, in a combined amount not to exceed $900,000, for the period of one year, beginning April 1, 2024, through March 31, 2025.

13. Agreement No. FS0-060-4131, Amendment No. 4, for OEM Auto Parts and Service
Move City Council approve Agreement No. FS0-060-4131, Amendment No. 4, with Tex Chevrolet, dba Earnhardt Chevrolet; Earnhardt Enterprises, dba Earnhardt Toyota Scion; Earnhardt Gilbert Dodge, Inc., dba Earnhardt Chrysler Dodge Jeep Ram; Earnhardt Chandler Cadillac, Inc.; and Earnhardt Ford Sales Company, for OEM auto parts and service, for a

period of one year, April 1, 2024, through March 31, 2025, in a combined total amount not to exceed $350,000.

14. Agreement No. AS8-405-3826, Amendment No. 2, for Fuel
Move City Council approve Agreement No. AS8-405-3826, Amendment No. 2, with Senergy Petroleum, LLC; Supreme Oil Co.; and Western Refining Southwest dba Flyers Energy, LLC, for the purchase of fuel, for a three-year period, April 1, 2024, through March 31, 2027, in a combined total amount not to exceed $7,800,000 for the three-year term.

Fire Department

15. Resolution No. 5785 Approving Governor's Office of Highway Safety (GOHS) Grant Application, Agreement, and Funds Acceptance
Move City Council pass and adopt Resolution No. 5785, authorizing a grant application, agreement, and funds acceptance under the Governor's Office of Highway Safety's 2025 Highway Safety Plan to support the Chandler Child Safety Seat Clinics in the amount of $64,252, and authorizing the Fire Chief of the Chandler Fire Department, or his designee, to execute the grant agreement and submit documentation on behalf of the City of Chandler.

16. Resolution No. 5786 Approving the Federal Emergency Management Agency (FEMA) Assistance to Firefighters (AFG) Grant Application and Agreement
Move City Council pass and adopt Resolution No. 5786, approving a grant application and agreement with the U.S. Department of Homeland Security Federal Emergency Management Agency (FEMA) for the FY2023 Assistance to Firefighters Grant (AFG), in an amount up to $207,797, and if awarded, authorizing the acceptance of AFG grant funds and local match contribution of non-federal funds in an amount up to $20,779.

17. Agreement No. FD2-340-4440, Amendment No. 1, with LN Curtis, Swift Group, Velocity Fire, and United Fire, for Fire Turnouts and Personal Protective Equipment (PPE)
Move City Council approve Agreement No. FD2-340-4440, Amendment No. 1, with LN Curtis, Swift Group, Velocity Fire, and United Fire, for fire turnouts and PPE, in a combined amount not to exceed $500,000, for a one-year term, February 1, 2024, through January 31, 2025.

Information Technology

18. Agreement No. IT2-918-4438, Amendment No. 3, with CE Wilson Consulting, for Professional and Project Consulting Services
Move City Council approve Agreement No. IT2-918-4438, Amendment No. 3, with CE Wilson Consulting, for professional and project consulting services, in an amount not to exceed $430,000, for the period of one year, beginning January 1, 2024, through December 31, 2024.

19. Purchase of Information Technology Temporary Staffing Services

Move City Council approve the purchase of information technology temporary staffing services, from Computer Aid, Inc., utilizing the Sourcewell Contract No. 071321-CAI, in an amount not to exceed $839,351.

20. Purchase of Citywide WiFi Services
Move City Council approve the purchase of citywide WiFi services, from Hye Tech Network and Security Solutions, LLC, utilizing the 1GPA Contract No. 22-02PV-08, in an amount not to exceed $676,338.

21. Purchase of Proofpoint Network Security Software
Move City Council approve the purchase of Proofpoint network security software, from SHI International, Inc., utilizing the Omnia Partners Contract No. 2018011-02, in an amount not to exceed $237,994, for the period of one year, April 11, 2024, through April 10, 2025.

Management Services

22. Agreement No. 4744, with WSP USA Environment & Infrastructure, Inc., for Airport Site KK Environmental Remediation Services
Move City Council approve Agreement No. 4744, with WSP USA Environment & Infrastructure, Inc., for Airport Site KK environmental remediation services, in an amount not to exceed $7,006,678.94, and approve a contingency transfer of $410,000 from the Uninsured Liability Self-Insurance Fund, Non-Departmental Cost Center, Contingency Account, to the Environmental Management Liabilites Cost Center, Professional Services Account, to fund this agreement.

23. New License Series 4, In State Wholesalers Liquor License Application for Nancy Jo Claycomb, Agent, Claywines LLC, DBA Claywines
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 275376, a Series 4, In State Wholesalers Liquor License, for Nancy Jo Claycomb, Agent, Claywines, LLC, DBA Claywines, located at 1974 W. Peninsula Circle, and approval of the City of Chandler, Series 4, In State Wholesalers Liquor License No. 306729.

24. New License Series 12, Restaurant Liquor License Application for Phuc Kim Huynh, Agent, Galbi BBQ & Hotpot, LLC, DBA Galbi BBQ & Hotpot
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 272497, a Series 12, Restaurant Liquor License, for Phuc Kim Huynh, Agent, Galbi BBQ & Hotpot, LLC, DBA Galbi BBQ & Hotpot, located at 2051 W. Warner Road, Suite 12, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 306857.

Police Department

25. Resolution No. 5780, Authorizing Amendment No. 1 to the Intergovernmental Agreement for Site Sharing between City of Chandler and Salt River Project
Move City Council pass and adopt Resolution No. 5780 authorizing Amendment No. 1 to the Intergovernmental Agreement for Site Sharing between the City of Chandler and Salt River Project Agricultural Improvement and Power District (SRP); authorizing the Mayor and Chief of Police to sign the Agreement; and authorizing the Chief of Police to administer, execute, and submit all documents and other necessary instruments in connection with such Agreement.

Public Works and Utilities

26. Introduction and Tentative Adoption of Ordinance No. 5082 Granting a Non-Exclusive Utility Easement to Salt River Project Agricultural Improvement and Power District, at No Cost, to Accommodate the Arrowhead Park Court Lighting Project
Move City Council introduce and tentatively adopt Ordinance No. 5082 granting a non-exclusive utility easement to SRP, at no cost, to accommodate the Arrowhead Park Court Lighting Project.

27. Introduction and Tentative Adoption of Ordinance No. 5085 Authorizing and Approving the Dedication in Fee of Assessor's Parcel Number 303-32-007U, Located on the East Side of McQueen Road, Just North of the Ryan Road Alignment, for Public Right-of-Way (Roadway) Purposes
Move City Council introduce and tentatively adopt Ordinance No. 5085 authorizing and approving the dedication in fee of assessor's parcel number 303-32-007U, located on the east side of McQueen Road, just north of the Ryan Road alignment, for public right-of-way (roadway) purposes.

28. Purchase of Maintenance, Repair, and Operations (MRO) Supplies and Related Services
Move City Council approve the purchase of MRO supplies and related services, from WESCO Distribution, Inc., utilizing Omnia Partners Contract No. R192008, in an amount not to exceed $770,000.

29. Purchase of Laboratory Testing Services
Move City Council approve the purchase of laboratory testing services from Aquatic Consulting & Testing, Inc.; Testamerica Laboratories, Inc., dba Eurofins Testamerica; and Legend Technical Services, utilizing City of Mesa Contract No. 2021181, in the combined amount not to exceed $675,000, for a one-year term, March 20, 2024, through March 19, 2025.

30. Purchase of SCADA DMZ Network and Firewall Upgrades

Move City Council approve the purchase of SCADA DMZ Network and Firewall upgrades, from Sentinel Technologies, Inc., utilizing 1GPA Contract No. 22-02PV-18, in an amount not to exceed $737,256.

31. Competition Impracticable Purchase for the Rental of Belt Filter Press
Move City Council approve the competition impracticable purchase for the rental of a belt filter press, from Phoenix Process Equipment Co., for a period of two years, in an amount not to exceed $452,340.

Consent Agenda Motion and Vote

Councilmember Stewart moved to approve the Consent Agenda of the March 21, 2024, Regular City Council Meeting; Seconded by Vice Mayor Harris.

Motion carried unanimously (7-0).

Action Agenda Item No. 32

32. Introduction and Tentative Adoption of Ordinance No. 5084, Rezoning & Preliminary Development Plan, PLH23-0044 QuikTrip Convenience Store and Gas Station, Located at 2000 W. Ray Road, Generally Located at the Northwest Corner of Dobson and Ray Roads
Rezoning
Move City Council introduce and tentatively adopt Ordinance No. 5084 approving PLH23-0044 QuikTrip Convenience Store and Gas Station, to amend the Planned Area Development (PAD) zoning for commercial use to permit a fuel service station, subject to the conditions as recommended by Planning and Zoning Commission.
Preliminary Development Plan
Move City Council approve Preliminary Development Plan PLH23-0044 QuikTrip Convenience Store and Gas Station for site layout and building architecture on approximately 2.5 acres, subject to the conditions as recommended by Planning and Zoning Commission.

BENJAMIN CERECERES, Planner, presented the following presentation.
PLH23-0044 QuickTrip Convenience Store & Gas Station

- Request
    - Amendment to PAD zoning for commercial uses to permit a fuel service station with convenience store
    - Preliminary Development Plan for site layout & building architecture for a fuel station with convenience store
- Proposal
    - 2.51 net acres
    - 5,321 sq. ft. convenience store

    - 7,287 sq. ft. fuel canopy
    - 8 fuel pumps
    - 30 parking spaces required/50 provided
- Elevation
- Neighborhood Outreach
    - Applicant mailed notice to all property owners within 600' & HOA/RNO's within ¼ mile
    - Neighborhood meeting held on October 03, 2023, with 25 neighbors in attendance
    - Meeting sign posted on the site and on social media via Nextdoor
    - As of writing this memo, staff is aware of support and opposition to the request
    - Neighborhood Concerns
    - Potential transients, increase in crime and traffic
- Opposition
    - 29 Confirmed Chandler Residents
    - 2 Business Address
    - 7 No Address provided
    - 38 Total Emails/Letters
- Support
    - 10 Confirmed Chandler Residents
    - 3 No Address
    - 13 Total Emails/Letters
- Petition
- Two petitions provided opposing the request
- Online Petition (change.org)
    - 44 stated Chandler residents
    - 52 non-Chandler residents
    - 1 no city provided
    - 97 total signatures
- Written Petition
    - 214 confirmed Chandler residents
    - 78 None-Chandler residents
    - 109 no address provided
    - 401 total signatures
- 258 total chandler residents

MAYOR HARTKE said I understand that the applicant is requesting a continuance. This means they would have further meetings with the neighbors, and we would pick up this case later. Mayor Hartke asked Mr. Ray if this was what the applicant desired.

BRENNAN RAY, Attorney with Burch & Cracchiolo, 1850 North Central, said we represent Quick Trip in this application. Due to concerns and support expressed by the community, we request a

continuance. We would like to have a neighborhood meeting to discuss the case and ensure everyone knows what we are proposing.

MAYOR HARTKE asked if we need to make a motion and second to continue this.

KELLY SCHWAB, City Attorney, said the recommendation is to take a motion and vote on this.

COUNCILMEMBER ORLANDO asked for a timeframe of either 60 or 90 days to ascertain how far out it will be necessary to plan for the current concern. To make a well-informed decision, gathering more information and data is necessary, as is keeping residents informed. Once this information is obtained, a motion can be made.

MR. RAY said we would request a 30-day continuance.

COUNCILMEMBER ORLANDO asked if they would be able to do this in 30 days.

MR. RAY said this was their top priority. His partner Brian Greathouse and Daniel Chambers from QuikTrip have already gone door-to-door. Their goal is to inform as many people as possible via public records requests, email, and mail. They estimate a two-week timeline for arranging a neighborhood meeting to present the information.

- Traffic Concerns
    - Traffic statement provided by the applicant and reviews by City Traffic Engineer, who agrees with the findings
- Amount of traffic added by proposed development
    - Trips generated: 4,114
    - Pass-by trips: 3,100
    - Net new trips
- Intersection Volumes
    - 2023: 64, 600 vpd
    - New trip = 1.5% increase

Additional comments received on Action Agenda item 32. PDF attached.

Action Agenda Item No. 32 Motion and Vote

Councilmember Orlando moved to continue Item No. 32 to the Regular City Council meeting of April 18, 2024; Seconded by Councilmember Encinas.

Motion carried unanimously (7-0).

Informational

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

34. Contracts and Agreements Administratively Approved, Month of February 2024

Unscheduled Public Appearances

Steven Brenner, 9329 East Cherrywood Drive., Chandler, AZ, 85248, addressed the issue of the extremely dirty conditions on North Dobson Road, Chaparral Way, and other surrounding streets due to the construction at Intel's site. The streets were very clean until 2022, but starting a year ago, dirt was consistently dragged onto Dobson Road, turning the place into a mess. He communicated with Intel's Community Affairs manager, who stated that it was Chandler's responsibility to keep the streets clean. Some days, cars create a cloud of dirt and dust as they drive up and down the road, which must be bad for the homes that back up to Dobson Road. Their backyards and homes must be very dirty. He then communicated with Intel, who emailed them that it was the City of Chandler's responsibility to keep the streets clean. The resident hopes the City Council can take additional action to clean up the dirtiest street in Chandler. He has seen many buildings constructed on Price Road with barely any dust or dirt being dragged onto the streets. They believe that Intel should adopt that model for their construction, as others have shown they can keep the neighborhood clean.

Bridget Vega, Gilbert, AZ 85233, said she is a voice for the voiceless and the children as we should not have to beg as the community is crying for help or simply asking everyone to do their jobs to protect the children. CUSD board has been given major red flags of covering up sexual assault, teen violence, bullying, including rape, drugs going on in the campuses in the bathrooms that kids will not even use as they do not feel safe. Leadership from the top down starts with everyone taking action as actions speak louder than words. She thanked Vice Mayor Harris for speaking at Preston's walk last month but from Mayor and Council the silence is deafening. Jaylan Collins Santan Valley teen who attended Queen Creek High School was shot and killed at Snedigar Park. As a community we would like continued condemnation on teen violence it is perplexing why the city council has been so silent on this case especially when Vice Mayor Harris and Mayor Kevin Hartke have been so vocal. If you see something say something. She asked so please keep the Collins family in your prayers. She asked for a moment of silence for Jaylen Collins, Preston Lord, and all the youth that have been assaulted physically mentally sexually and for all the youth that has been murdered due to senseless acts of violence.

Current Events

Mayor's Announcements

MAYOR HARTKE spoke about the Intel announcement and the recent visit by President Biden to Chandler, who announced additional investments from the Chips and Science Act. This investment

will expand innovation opportunities and create high-quality jobs in our community. Chandler's business-friendly tax climate, regulatory policies, reliable infrastructure, and world-class educational partners have helped cement the city as a leader in the semiconductor industry. Yesterday's event was a wonderful reminder of the exceptional impact our city has.

MAYOR HARTKE announced that they traveled to Washington, D.C. for the National League of Cities, to discuss Chandler's federal priorities and pain points with their Congressional representatives and staff. They also explored ways to collaborate on behalf of their residents. It was an impactful time for them to work together, and they were honored to be there.

MAYOR HARTKE announced Brian Chapman, Assistant Police Chief of Phoenix, has been appointed as the new Police Chief for Chandler. He has over 28 years of experience and will join the team in early April to maintain the city's top law enforcement agency status.

MAYOR HARTKE wished everyone a happy Easter, which falls on Sunday this year, as well as acknowledging Cesar Chavez Day, which also falls on Sunday the 31st.

Council's Announcements

COUNCILMEMBER ENCINAS announced Cesar Chavez Day is on March 31st, which is his birthday. It is an opportunity for the community to celebrate his work in organizing and advocating for labor rights. One of the first United Farmworker National offices was in downtown Chandler on Boston Street. It still stands today. Our D.E.I division has various events through the end of the month, including "Cafecito and Conversations," where the community can share their stories about Cesar Chavez.

COUNCILMEMBER ENCINAS announced a day of service on Saturday, March 30th, in Downtown Chandler. The event aims to clean up the neighborhood and provide residents with materials to freshen their surroundings. A re-proclamation of Cesar Chavez Day will also be held in the Courtyard of our city hall. Everyone is invited to participate.

COUNCILMEMBER STEWART announced a Family Easter Celebration on Friday, March 29th. Everyone is invited to attend.

COUNCILMEMBER ORLANDO announced Ramadan is happening now. Happy Ramadan to those who celebrate. Passover is next month.

COUNCILMEMBER POSTON spoke about the visit to the NLC as part of the Congressional Delegation. She was appointed to the Public Safety and Crime Prevention Committee. One of the crucial issues they discussed with council members and delegates from across the country was mental health, which is a pressing concern for Chandler. They also heard from a speaker who shed light on some of the challenges faced by young people in our community. Being part of this

committee was an enriching and valuable experience, and she believed it was essential to work that we can bring back to Chandler.

COUNCILMEMBER POSTON announced Chandler National Little League's opening day is this Saturday, March 23rd. As a council member, I will be there to welcome them. The Little League is a great representation of Chandler from toddlers to older players. They are having a fun event at Snedigar Park.

City Manager's Announcements

None.

Adjourn

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

ATTEST: _____ _____

City Clerk Mayor

Approval Date of Minutes: April 4, 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 21st day of March 2024. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of April, 2024.

_____

City Clerk

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COMMENT CARD

If you wish to submit written comments to the City Council regarding any item, agendized or not, please complete this form and submit to the City Clerk.

Date: 3/21/24

Agenda Item No. 32 (If applicable)

☒ Support ☐ Oppose

Comments:

QT is clean, safe and great for the community It gives people in the area a more affordable place to get gas than the competitor on the other corner. When heading West down Ray & Chandler their are no easy options to get gas while commuting on the 101

Name: Mary Testa

Address: 121 N California St #20

City/State/Zip Chandler, AZ 85225

Phone: 480-248-4345

*Note: Contact information is included as part of the Public Record.

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COMMENT CARD

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Date: 3/22/24

32

Agenda Item No. PLH23-0044 GT (If applicable)

☒ Support ☐ Oppose

Comments:

*Prefer not to speak please.

Name: Samanta Senicke
Address: 1140 E Marlin dr.
City/State/Zip Chandler, AZ 85286
Phone: 480-295-2479

*Note: Contact information is included as part of the Public Record.

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COMMENT CARD

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Date: 3/21/24

Agenda Item No. PL2423-0044 (If applicable) ☒ Support ☐ Oppose

Comments:

I don't need to speak

Name: Jaren Dodson
Address: 836 W Fairway Dr
City/State/Zip 85225
Phone: 630-837-1733

*Note: Contact information is included as part of the Public Record.

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COMMENT CARD

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Date: 3/21/24

Agenda Item No. PLZH23-0044 (If applicable)

☒ Support ☐ Oppose

Comments:

no need to speak

Name: Lowell Peterson
Address: 836 W. Fairway Dr
City/State/Zip Chandler, AZ 85225
Phone: 602-390-0146

*Note: Contact information is included as part of the Public Record.

Bryce Miller

COMMENT CARD

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Date: 3/21/24

Agenda Item No. PLH-23-0044 (If applicable)

☐ Support ☒ Oppose

Comments:

I would like to offer my time to David Miller while I run the powerpoint and he speaks on our behalf.

Name: Bryce Miller
Address: 1989 W Ray Rd.
City/State/Zip Chandler, AZ,
Phone: 949.241.2167

*Note: Contact information is included as part of the Public Record.

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COMMENT CARD

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Date: 3-21-2024

Agenda Item No. PLH23-0044 & T (If applicable) ☐ Support ☒ Oppose

Comments:

Opposed to this location - street already too busy - too close to day care & schools

Too many accidents already at this intersection

Name: Barbara Anderson

Address: 915 N Cholla St

City/State/Zip Chandler 85224

Phone:

*Note: Contact information is included as part of the Public Record.

COMMENT CARD

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Date: 3-21-24

Agenda Item No. PH 23-2044 QT (If applicable) ☐ Support ☒ Oppose

Comments:

* I feel that it is a terrible location due to traffic & accident Rates.
* Homeless draw / drug transactions / panhandling
* Put our children at risk

Name: Shelly Miller
Address: 1984 W. Ray Rd
City/State/Zip Chandler AZ 85224
Phone: 949-233-0239

*Note: Contact information is included as part of the Public Record.

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COMMENT CARD

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Date: 3/21/24

Agenda Item No. PLH230044 QT (If applicable) ☐ Support ☒ Oppose

Comments:

• increased traffic / longer work commutes • an increase in accidents • proximity to schools • increased loitering, homelessness and crime •

Name: Natalie McZur
Address: 1989 W Ray RD
City/State/Zip Chandler, AZ
Phone: 774 274 2639

*Note: Contact information is included as part of the Public Record.

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COMMENT CARD

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Date: 3/21/24

Agenda Item No. 32 (If applicable)

☐ Support ☑ Oppose

Comments:

SUBMITTED PREVIOUS E-MAIL TO COUNCIL ON THIS ITEM.

Name: MIKE COLLARD

Address: 2180 W. SHANNON ST.

City/State/Zip CHANDLER, AZ 85224

Phone:

*Note: Contact information is included as part of the Public Record.

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COMMENT CARD

If you wish to submit written comments to the City Council regarding any item, agendized or not, please complete this form and submit to the City Clerk.

Date: 3/21/24 #32

Agenda Item No. PLH23-0044 2T (If applicable) ☐ Support ☒ Oppose

Comments:

As an Emplogee at the Chevron for the last 8 years, I have seen first hand how dangerous the intersection has become and my biggest concern is the safety of the students for

Name: Tristen Fresh

Address: 2141 n Evergreen st.

City/State/Zip Chandler AZ 85225

Phone:

*Note: Contact information is included as part of the Public Record.

COMMENT CARD

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Date: 3/21/24 #32

Agenda Item No. PLH23-0044 QT (If applicable) ☐ Support ☒ Oppose

Comments:

The Traffic issues and the added crime is ~~is~~ not what we want our children or neighbors in Chandler.

Name: Tyler Gresh
Address: 2141 N Evergreen st
City/State/Zip Chandler, AZ 85225
Phone: (480) 278-5460

*Note: Contact information is included as part of the Public Record.

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COMMENT CARD

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Date: _____

Agenda Item No. PLH23-0044 & T (If applicable) ☐ Support ☑ Oppose

Comments:

Not a good Location

Name: Andrea Washington
Address: 2054 W Megan St Chandler
City/State/Zip Chandler AZ
Phone: 602-740-1154

*Note: Contact information is included as part of the Public Record.

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COMMENT CARD

If you wish to submit written comments to the City Council regarding any item, agendized or not, please complete this form and submit to the City Clerk.

Date: 3-21-2024

Agenda Item No. PLH23-0044 QT (If applicable) ☐ Support ☑ Oppose

Comments:

I oppose QT in this location,
- traffice will increase
- Noise
- Accidents
- potetial more homeless
- Safty of schools
- Safty of walking children

Name: Percy & Maryann Washington
Address: 2054 W. Megan St
City/State/Zip Chandler AZ 85224
Phone: 480-251-9729

*Note: Contact information is included as part of the Public Record.

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COMMENT CARD

If you wish to submit written comments to the City Council regarding any item, agendized or not, please complete this form and submit to the City Clerk.

Date: 3/19/24

Agenda Item No. _____ (If applicable)

☐ Support ☑ Oppose

Comments:

concern of traffic, safety, near by schools

Name: Kalencia Sanders

Address: 152 17th Park Ct

City/State/Zip Chandler AZ 85224

Phone: 480.233.3102

*Note: Contact information is included as part of the Public Record.

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COMMENT CARD

If you wish to submit written comments to the City Council regarding any item, agendized or not, please complete this form and submit to the City Clerk.

Date: 3/21/24

Agenda Item No. QuikTrip (If applicable) ☐ Support ☒ Oppose

Comments:

MAJOR Traffic conjestion ALready in that area Many Accedents on that corner. Lack of Law enforcment in area.

Name: J mckinney

Address: 2834 W. Calle Del Norte

City/State/Zip CHANDLER

Phone:

*Note: Contact information is included as part of the Public Record.

Tera Scherer

From: City of Chandler <no-reply@chandleraz.gov>
Sent: Thursday, March 21, 2024 1:34 PM
To: CityClerkDivision; Tera Scherer
Subject: Webform Submission From: City Council Meeting Public Comment

Submitted on Thu, 03/21/2024 - 01:34 PM

Submitted by: Anonymous

Submitted values are:

Name
Margaret Borns

Address
6 South Stellar Parkway
Chandler, Arizona. 85226

Phone Number
(480) 403-1187

Agenda Item No.
Ordinance No, 5084

Support/Oppose
Oppose

Comments
The proposed QuikTrip on the NW corner of Ray Dobson Roads is too close to four schools: Seton Catholic Preparatory HS, Andersen JHS, Hope Christian Academy, Tutor Time. This is one of the busiest intersections in the City. Safe access is limited to SB traffic on Dobson and EB on Ray Rd. There already exists ample retail market opportunities in the vicinity of the Dobson and Ray intersection including a Fry's, a Chevron Station and a Sprouts. One mile South on Dobson are Circle K, Walgreen's, CVS, and Ranch Markets NE. One mile north of the proposed site are another Walgreens, another CVS and a 7-11. The addition of one more mini-market that draws customers for liquor sales and tobacco products is oversaturating this location in the City. This part of our City has a number of long established neighborhoods and high concentration of vulnerable minor children traveling to and from their schools. On the web anyone can find data that describes QuikTrip Stores as havens for homeless.
https:www.reddit.comrQuikTripcomments16o13x6iloveqtbut?rdt47924. I strongly urge the Chandler City Council and Planning and Zoning Commission to NOT approve Ordinance No. 5084

CAUTION: This Email is from an EXTERNAL source. Ensure you trust this sender before clicking on any links or attachments.

Agenda Item No. 32
March 21, 2024

Support Letter for QuikTrip Corporation Dobson/Ray

I'm writing the Mayor and City Council to express my support for the QuikTrip Project (PLH23-0044) located at the northwest corner of Ray and Dobson. I'm in support for the rezoning of the property to allow QuikTrip here as it allows me more options to fuel my family vehicles.

I have meet with QuikTrip and understand what is proposed. I think the development is a good fit for the area and will not have any negative impacts to the community.

Shane Johannsen



1221 N Central Ct, Chandler AZ

Shane.johannsen@gmail.com

Support Letter for QuikTrip Corporation

I'm writing the Mayor and City Council to express my support for the QuikTrip Project (PLH23-0044) proposed at the NWC of Ray and Dobson. I'm in support of the rezoning of the property to allow QuikTrip to have a fuel station and C-mart.

I have met with QuikTrip and understand what is proposed. I believe the development fits appropriately with the existing development in the area. I am a 30+ year resident of the City of Chandler. I have long considered QuikTrip "first in class" with their store operations, cleanliness, friendly staff and competitive pricing.

Signature



Philip D. Bramsen

1510 W. Desert Broom Drive

Chandler, AZ 85248

PH: (602) 717-7447

Email: pbramsen@santanca.com

Support Letter for QuikTrip Corporation

I'm writing the Mayor and City Council to express my support for the QuikTrip Project (PLH23-0044) located at the NWC of Ray and Dobson. I'm in support for the rezoning of the property to allow Quik to have a fuel station.

I have meet with QuikTrip and understand what is proposed. I belive the developments fits appropriately with the existing development in the area.

Signature

Damon Testa

Printed Name

121 N. California St #20

Street Address Chandler 85225

480 248 9348

Phone Number

azdamon@gmail.com

Email

PLH23-0044 QuikTrip Convenience Store and Gas Station

Letters of Opposition

Benjamin Cereceres

From: Harley Mehlhorn
Sent: Thursday, January 25, 2024 11:47 AM
To: Benjamin Cereceres
Subject: Fw: [Fwd: QT gas station protest]

Harley Mehlhorn, City Planner
City of Chandler Development Services
Planning Division
Ph: 480-782-3054
Em: harley.mehlhorn@chandleraz.gov

From: aeaton@cybermesa.com <aeaton@cybermesa.com>
Sent: Friday, October 27, 2023 10:32 AM
To: Harley Mehlhorn <Harley.Mehlhorn@chandleraz.gov>
Subject: [Fwd: QT gas station protest]

Hi,
Had the wrong e-mail for you when I first sent this, so I am forwarding my initial e-mail.
---------- Original Message ----------
Subject: QT gas station protest
From: aeaton@cybermesa.com
Date: Fri, October 20, 2023 8:37 am
To: Harley.Mehlhorn@chandler.az.gov
Cc: mayorandcouncil@chandleraz.gov

Dear Mr. Mehlhorn,

I write today to protest the proposed zoning changes that will allow the QuikTrip Corporation to build a gas station on the northwest corner of Dobson and Ray roads. I would have made my voice be heard at the neighborhood meeting that took place on October 3, 2023, but could not attend as I was out of town.

I am a longtime homeowner at Pennington Place which is a gated community near the northeast corner of Dobson and Ray roads. I pass through that intersection in my car at least one hundred times per month. The traffic flow is extremely busy and chaotic. Motor vehicle accidents are very frequent at that intersection. I believe the City of Chandler is aware of this. Allowing a gas station to be built near the intersection will increase the congestion and more than likely the rate of accidents.

That intersection is also a main artery to four nearby schools especially Seton Catholic Prep and Tudor Time. These two schools are adjacent to the

lot where this proposed gas station is to be built. My daughter graduated from Seton in 2018 so I am very familiar with the foot traffic of the high school students there. They walk by that corner going to and from school and during their lunch breaks for trips to Burger King. They would have to contend with vehicles pulling in and out of the driveway to the gas station and the possibility of encountering unsavory characters loitering around the business.

Other concerns about having a gas station in that location include the potential for increased crime and decreased property values in the area.

I strongly oppose this zoning change and believe the City of Chandler needs to side with the citizens of Chandler who want to keep their community safe and not with the QuikTrip Corporation.

Sincerely,

Audrey Eaton MD

1848 W Orchid Ln
Chandler, AZ 85224
Cell: 575-640-3365

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Benjamin Cereceres

From: Harley Mehlhorn
Sent: Thursday, January 25, 2024 11:45 AM
To: Benjamin Cereceres
Subject: Fw: Oppose QT from establishment of Store and Gas station at Ray & Dobson

Harley Mehlhorn, City Planner
City of Chandler Development Services
Planning Division
Ph: 480-782-3054
Em: harley.mehlhorn@chandleraz.gov

From: Bang Le <banglekim.hp@gmail.com>
Sent: Monday, October 2, 2023 12:26 PM
To: Harley Mehlhorn <Harley.Mehlhorn@chandleraz.gov>
Subject: Oppose QT from establishment of Store and Gas station at Ray & Dobson

Hi Harley,
I am Kim Bang Le, living at 991 N Santa Anna Pl, Chandler, AZ, 85224, corner of Ray & Dobson.
I am writing this email to oppose QT from building new Store and Gas Station at the corner of Ray and Dobson(case number PLH23-0044). That will impact us (including my 3 kids) who are living on other side of Ray.
Thanks,
Bang Le

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Stop QT Development at Ray and Dobson Roads

Julie Straughn <juks14@gmail.com>
Thu 9/28/2023 9:49 PM

To:Harley Mehlhorn <Harley.Mehlhorn@chandleraz.gov>

To Whom It May Concern:
I, Julie Straughn, and my husband J. Chris Straughn, oppose the development (establishment) of a QT Convenience Store and Gas Station near our residential neighborhood and schools. After carefully considering the pros and cons of this possibility, my husband and I are extremely concerned about the significant risks this establishment would inherently pose for this already overdeveloped community. As a retired educator, who has worked with children of all ages (kindergarten through high school), we see more harm than good - specifically the well-being of our children and the well-established and cared for communities that surround the proposed location for QT. There must be other locations being considered, and I would hope that they would be.

Due to circumstances beyond our control, we will not be able to attend the October 3rd 6:00 P.M. meeting at Crossroads Nazarene Church. Please do the right thing by keeping QT from being constructed on the Northwest corner of Ray and Dobson. It's enough to have a gas station on the Southeast corner, with a shopping/restaurants' strip mall behind it. This area is surrounded by our Chandler schools, Seton Catholic High School, and daycare facilities. All are in proximity to this QT proposed location, and the children's (of all ages) safety and well-being MUST NOT be compromised.

As a Chandler resident and homeowner since 1981, currently residing in the Capriana community, since it was built in 1995, I find that this area has already been undergoing many changes in recent years, including the daily visibility of homeless people on street corners, in our parks and in front of the existing stores, traffic congestion (accidents on that corner all the time), increased crime rates (SWAT has been to my neighborhood several times this year already), loitering issues. . .this list goes on. Chris and I believe a QT will add to these ever-increasing concerns. PLEASE DO THE RIGHT THING! Find another location for a QT. Repurpose the Northwest corner of Ray and Dobson in a way that keeps our community, and, ESPECIALLY, our children safe, as well as our adult members too. Look at the statistics, please. Again, I plead that you take immediate action to prevent the establishment of a QT Convenience Store and Gas Station near our home, living community, the children, and the people who love this area and want to continue living here.Thank you for your time.

Respectfully submitted,

Mrs. Julie Straughn (J. Chris Straughn)
912 N. Santa Anna Place
Chandler 85224

--
Julie Straughn, M.Ed.
Educational Consultant - Instructional Coach
JSEC, LLC

"If a child can't learn the way we teach, maybe we should teach the way they learn."
- Ignacio Estrada

RE: CASE NO PLH23-0044 (Meeting to oppose QT)

maryann washington <mwdesert@hotmail.com>
Tue 9/26/2023 6:25 PM
To:Harley Mehlhorn <Harley.Mehlhorn@chandleraz.gov>

Harley,

I will be attending the meeting on October 3rd, 2023, unfortunately my husband Percy will not be able to go and will be working. My back yard faces Ray Rd which is close to the intersection of Ray and Dobson Rd. When we purchased this home, we knew we would hear the traffic noise but we do not want a QT and have traffic noise to increase and especially in the middle of the night and on weekends. Ray and Dobson are a high traffic area and during the week traffic is so bad between 4 pm and 6 pm. Increasing this by adding a QT will create more noise and traffic. Thank you for hearing me out.

Best regards,

Maryann M. Washington
Percy R. Washington

WNC Transporters, LLC
480-251-9729

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Benjamin Cereceres

From: Harley Mehlhorn
Sent: Thursday, January 25, 2024 11:46 AM
To: Benjamin Cereceres
Subject: Fw: QuikTrip fuel station issue

Harley Mehlhorn, City Planner
City of Chandler Development Services
Planning Division
Ph: 480-782-3054
Em: harley.mehlhorn@chandleraz.gov

From: Mike T Savino Jr. <miketsjr03@outlook.com>
Sent: Tuesday, October 3, 2023 12:03 PM
To: Harley Mehlhorn <Harley.Mehlhorn@chandleraz.gov>
Subject: QuikTrip fuel station issue

Dear Mr. Mehlhorn,

I am a resident of Andersprings here in Chandler for the past 16 years. I participated in the Fry's Fuel Station closing its endeavor to place a gas station at the location on Ray. Although this location is different the issues are the same with two major differences. Those being that the proposed location is next to a busy Day Care School as well as 3 other schools. The fumes and traffic around that Day-care center where I have a 3 year old grandson will place all the children in jeopardy as it will increase various illnesses to put it simply.

I urge the COC to disallow the efforts of ***another large uncaring profit driven corporation*** from placing a gas station near our children and obviously increasing traffic flow both on Dobson and Ray Rds. Isn't it currently bad enough. This traffic will certainly curtail the level of business's on Dobson that will also be effected by this potential.

PLEASE CONTINUE TO BE A PROACTIVE EFFECTIVE MEMBER OF OUR TOWN MANAGEMENT TEAM AND LET IT BE KNOWN THAT THIS GAS STATION IS NOT A VIABLE AND EFFECTIVE CONTRIBUTOR TO OUR GREAT TOWN.

Thank you in advance.

Michael and Paula Savino

Sent from Mail for Windows

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Opposition from Carolyn Mapes, lives in Capriana and has concerns over traffic, noise, homelessness, and delinquency.

480-370-6816

Susan Mathis

Opposed to the project, citing traffic concerns.

480-277-5393

Shannon Kelly (?)

Pennington Place

Concerned and opposed

602-295-4963

QuickTrip Dobson/Ray Rd

cookerr4u@aol.com <cookerr4u@aol.com>

Fri 9/29/2023 5:44 PM

To:Harley Mehlhorn <Harley.Mehlhorn@chandleraz.gov>

----- Forwarded Message -----
From: MAILER-DAEMON@aol.com <mailer-daemon@aol.com>
To: "cookerr4u@aol.com" <cookerr4u@aol.com>
Sent: Friday, September 29, 2023 at 02:48:51 PM MST
Subject: Failure Notice

Sorry, we were unable to deliver your message to the following address.

<Harley.Mehlhorn@chandler.az.gov>:
No mx record found for domain=chandler.az.gov

---------- Forwarded message ----------
Good afternoon,

My name is Sandra Miller and I own a home on W Calle Del Norte. I would like to express my concerns regarding the proposed development of a QuikTrip at the intersection of Dobson Rd and Ray Rd. That intersection is busy enough and riddled with accidents already, without adding more to the mix. I'm also concerned with the amount of homeless that seem to take up residence around these properties. While I understand that Chandler is a growing City and it will never be the once quiet, enjoyable and less populated City it once was, I don't want this gas station in my backyard. If I'm honest, I don't like the building that is happening all around me and the amount of people it brings with it. I recently retired from the City of Tempe and I don't go out near as much as I used to because of all the traffic. When it takes 20 minutes to drive up Ray Rd. to go to the Sunset Library, well, that's just nuts! I will be signing the petition that has started to circulate for a NO vote on this development. That island is looking better and better! Thank you for taking the time to read my email. (hopefully)

Regards,
Sandra Miller
resident of Chandler 23yrs

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Benjamin Cereceres

From: Harley Mehlhorn
Sent: Thursday, January 25, 2024 11:44 AM
To: Benjamin Cereceres
Subject: Fw: QT station proposal on NW corner of Ray and Dobson

Harley Mehlhorn, City Planner
City of Chandler Development Services
Planning Division
Ph: 480-782-3054
Em: harley.mehlhorn@chandleraz.gov

From: Sharon <wiley_taz@yahoo.com>
Sent: Saturday, October 28, 2023 1:25 PM
To: Harley Mehlhorn <Harley.Mehlhorn@chandleraz.gov>
Subject: QT station proposal on NW corner of Ray and Dobson

Mr. Mehlhorn,

As a resident of Dobson Terrace, just west of Seton High School, I'm asking you as city manager, to not rezone this area for the QT station. It was already dismissed for Fry's when they wanted to construct a gas station.

Having this in our neighborhood would promote vagrancy, be an eye-sore, produce litter, increase congestion with traffic and most of all a safety issue being next to several schools.

I don't see this as a positive addition for our neighborhood.

Sincerely,

Sharon Sousa
602-619-8880

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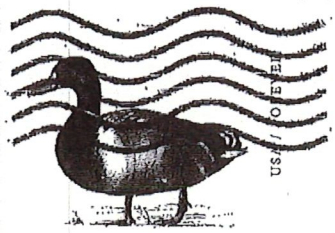
PHOENIX AZ 852

JEFF & GRACE 2023 PM 10 L

2338 W. ORCHID LANE
CHANDLER, AZ 85224



To: MAYOR KEVIN HARTKE
MAIL STOP 003
P.O. BOX 4008
CHANDLER, AZ 85224-4008

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DEAR MAYOR HARTKE
I LIVE IN THE DOBSON TERRACE COMMUNITY. MY NEIGHBORHOOD LOVES OUR COMMUNITY BECAUSE ITS CLEAN, SAFE, AND A GREAT PLACE TO RAISE A FAMILY. OUR COMMUNITY DOES NOT WANT A QT IN IT, THESE ARE AN EYE SORE. IT WOULD ENDANGER OUR STUDENTS IT WOULD PRODUCE LITTER AND PROMOTE VAGRANCY. PLEASE, NO QT. LETS PUT SOMETHING ON THAT LOT THATS GOING TO MAKE OUR COMMUNITY BETTER. AND LETS PROTECT OUR SMALL BUSINESSES. PLEASE DONT SELL OUT DOBSON TERRACE
THANK YOU, JEFF LANG

Benjamin Cereceres

From: Harley Mehlhorn
Sent: Thursday, January 25, 2024 11:44 AM
To: Benjamin Cereceres
Subject: Fw: Stop QT

Harley Mehlhorn, City Planner
City of Chandler Development Services
Planning Division
Ph: 480-782-3054
Em: harley.mehlhorn@chandleraz.gov

From: Jeff rey <langj01@gmail.com>
Sent: Monday, October 9, 2023 11:38 AM
To: Harley Mehlhorn <Harley.Mehlhorn@chandleraz.gov>
Subject: Re: Stop QT

Ok. Thanks Harley.

Sent from my iPhone

> On Oct 9, 2023, at 10:50 AM, Harley Mehlhorn <Harley.Mehlhorn@chandleraz.gov> wrote:
>
> Jeff,
>
> The Commission you are referencing is Planning and Zoning Commission. As for the contact, if you want to send something to them, please provide it to me and I will forward it as they are just volunteer citizens and per policy we do not give out their personal contact information.
>
> Harley Mehlhorn, City Planner
> City of Chandler Development Services
> Planning Division
> Ph: 480-782-3054
> Em: harley.mehlhorn@chandleraz.gov
>
> ---
>
> **From:** Jeff rey <langj01@gmail.com>
> **Sent:** Sunday, October 8, 2023 9:06 PM
> **To:** Harley Mehlhorn <Harley.Mehlhorn@chandleraz.gov>
> **Subject:** Re: Stop QT
>
> Hi Harvey,

At the meeting the other night there was reference of some committee that looks over proposed building projects before it goes to city council.

If I heard that right, who is that committee? Is there a contact I could have to express my opposition to? Thank you.

Jeff

Sent from my iPhone

> On Sep 29, 2023, at 3:39 PM, Jeff rey <langj01@gmail.com> wrote:
>
> Thanks Harley. Do we have a good chance at blocking QT?
>
> Whomever distributed the flyer may want to know though that they got your email address wrong on it.
>
> Have a great weekend.
>
> Jeff
>
> Sent from my iPhone
>
> > On Sep 29, 2023, at 3:31 PM, Harley Mehlhorn <Harley.Mehlhorn@chandleraz.gov> wrote:
> >
> > Jeff,
> >
> > I did not distribute this flyer, I am the case planner in charge of the processing of this request through the public hearings.
> >
> > If you have any questions or comments beyond the statement of opposition please let me know,
> >
> > Thank you and have a blessed weekend,
> >
> > Harley Mehlhorn, City Planner
> > City of Chandler Development Services
> > Planning Division
> > Ph: 480-782-3054
> > Em: harley.mehlhorn@chandleraz.gov
> >
> > ---
> >
> > **From:** Jeff rey <langj01@gmail.com>
> > **Sent:** Thursday, September 28, 2023 7:38 PM
> > **To:** Harley Mehlhorn

<Harley.Mehlhorn@chandleraz.gov>
Subject: Stop QT

Hello,
Got your flyer, thanks. I don't want qt in our neighborhood. How can I help?

The email, btw, on the flyer was wrong. I figured it out though.

Thanks,
Jeff
Sent from my iPhone

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Benjamin Cereceres

From: Harley Mehlhorn
Sent: Thursday, January 25, 2024 11:45 AM
To: Benjamin Cereceres
Subject: Fw: QT rezoning at Dobson & Ray Rd

Harley Mehlhorn, City Planner
City of Chandler Development Services
Planning Division
Ph: 480-782-3054
Em: harley.mehlhorn@chandleraz.gov

From: David Miller <azoilpartners@gmail.com>
Sent: Thursday, October 5, 2023 5:32 AM
To: Harley Mehlhorn <Harley.Mehlhorn@chandleraz.gov>
Subject: QT rezoning at Dobson & Ray Rd

Harley, it was nice to meet you at the neighborhood meeting last night. I'm really not sure what came out of it though except for most of the attendees were not supportive of QT going in at the intersection. QT would not answer direct questions as to the number of gallons they projected to sell there which ties into the number of cars that will enter and exit their site. As you are aware, QT is the highest gasoline retailer on a per site basis only second to Costco. My experience of 30+ years in this business tells me that they will have at least 60,000 cars per month entering and then exiting their site. Realistically, with their convenience store customers adding to this, it will exceed that number and be closer to 80,000 +. In the article I provided at the meeting from the Arizona Republic, this intersection was shown to be the 3rd most dangerous with accidents in the city of Chandler. This intersection is also home to Tutor Time, Seton Catholic school, a church, Andersen Spring Junior High and Andersen Springs Elementary. Children are constantly walking and riding bikes through this area. As much as QT tried to deny it, they do have a big problem with vagrants, the homeless, panhandlers and drug use on their sites. I provided photographs that I took at 2 of their locations just the day before. During both day and nighttime hours. They cannot deny this, it's a fact! The ingress and egress that their site will have will create a very dangerous situation for motorists and pedestrians. East bound Ray Rd traffic will come through Tutor Times most western driveway and through their parking lot, playground and pick up and drop off area. I asked you if the city would allow another median cut for a left in to the other driveway between Tutor Times and QT and you assured me that the city would not for reasons that it's too close to the left turn lane for the intersection and would be very dangerous for cars coming through the intersection at speed. I agree with that. North bound Dobson Road traffic does not have a left turn in lane either to use that driveway on Dobson. Cars will undoubtedly either stop in the through traffic lane causing rear end collisions or they will merge into the oncoming traffics left turn only lane at the intersection. There are no good options as this use will endanger this community, it's citizens and it's children. I gave you a petition with over 400 signatures that do not support this rezoning application. This was gathered in just 5 days. The community does not want this use. It is a high volume traffic generator and will only endanger our community and our children. Please stop this process! Thank you again for coming to the meeting. I am available to meet with you or other city officials anytime.

David Miller
480-510-4633

DAVID MILLER | PRESIDENT

WEB: WWW.WASHWERKSEXPRESS.COM

PHONE: O:480-844-WASH(9274) C:480-510-4633

EMAIL: AZOILPARTNERS@GMAIL.COM

ADDRESS: 2060 WEST BROADWAY ROAD, MESA, ARIZONA 85202

HOURS: MONDAY - SATURDAY: 7AM - 7PM, SUNDAY: 8AM - 7PM

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Benjamin Cereceres

From: Harley Mehlhorn
Sent: Thursday, January 25, 2024 11:45 AM
To: Benjamin Cereceres
Subject: Fw: QuikTrip Case No. PLH23-0044

Harley Mehlhorn, City Planner
City of Chandler Development Services
Planning Division
Ph: 480-782-3054
Em: harley.mehlhorn@chandleraz.gov

From: David Miller <azoilpartners@gmail.com>
Sent: Friday, September 29, 2023 3:40 PM
To: Harley Mehlhorn <Harley.Mehlhorn@chandleraz.gov>
Subject: Re: QuikTrip Case No. PLH23-0044

Thank you. I will send them over the weekend. Have a nice weekend.

David

On Fri, Sep 29, 2023 at 3:29 PM Harley Mehlhorn <Harley.Mehlhorn@chandleraz.gov> wrote:
David,

This has been received and entered into the record.

If you would like to shoot those over as well I will put them in the file.

Harley Mehlhorn, City Planner
City of Chandler Development Services
Planning Division
Ph: 480-782-3054
Em: harley.mehlhorn@chandleraz.gov

From: David Miller <azoilpartners@gmail.com>
Sent: Friday, September 29, 2023 8:41 AM
To: Harley Mehlhorn <Harley.Mehlhorn@chandleraz.gov>
Subject: Re: QuikTrip Case No. PLH23-0044

Hi Harley, I am following up to confirm you received my email and letter. I also have several signatures from homeowners in the immediate area that oppose the rezoning. Do I forward them to you as well? Thank you for your help.

David Miller
480-510-4633

On Thu, Sep 28, 2023 at 9:03 AM David Miller <azoilpartners@gmail.com> wrote:

Dear Mr. Mehlhorn, I have attached a letter in opposition of the proposed rezoning case above. Please review and call me if you have any questions. I can be reached at 480-510-4633. Thank you.

David Miller
The Market Chevron

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Subject: RE: Chandler City Council Meeting Thursday, March 21, 2024 6:p, Item #32 - QT Dobson/Ray

From: MICHAEL <mgcolland@msn.com>
Sent: Monday, March 18, 2024 4:55:22 PM (UTC-07:00) Arizona
To: Kevin Hartke <Kevin.Hartke@chandleraz.gov>; Matt Orlando <Matt.Orlando@chandleraz.gov>; Christine Ellis <Christine.Ellis@chandleraz.gov>; Angel Encinas <Angel.Encinas@chandleraz.gov>; OD Harris <OD.Harris@chandleraz.gov>; Jane Poston <Jane.Poston@chandleraz.gov>; Mark Stewart <Mark.Stewart@chandleraz.gov>
Subject: Chandler City Council Meeting Thursday, March 21, 2024 6:p, Item #32 - QT Dobson/Ray

Dear Councilmembers,
I am writing in response to Council Item #32 below.

32. **Introduction and Tentative Adoption of Ordinance No. 5084, Rezoning & Preliminary D Store and Gas Station, Located at 2000 W. Ray Road, Generally Located at the Northw**

Rezoning
Move City Council introduce and tentatively adopt Ordinance No. 5084 approving PLH23-004 amend the Planned Area Development (PAD) zoning for commercial use to permit a fuel servi Planning and Zoning Commission.

Preliminary Development Plan
Move City Council approve Preliminary Development Plan PLH23-0044 QuikTrip Convenienc architecture on approximately 2.5 acres, subject to the conditions as recommended by Plannir

Council Focus Area(s):

I have been a Chandler resident for 25 years and have resided in the neighborhood immediately south of the planned QT convenience station for nearly 20 years. My children attend the nearby elementary school and also Seton Catholic high school immediately north of the planned QT site.

I attended the Planning and Zoning meeting on 2/21/24 to hear more about the developer's plan for this site and I provided public comment in front of the commission. Only the chairman of the planning and zoning commission voted NO on the planning change, but many valid issues were left unanswered by the developer's representative and City staff at the meeting.

I am requesting that the honorable City Council, who were duly elected by City residents, at the very least delay a decision on the approval of this site until the developer and City staff address public concerns regarding access and turning movements. The Ray/Dobson intersection has been quoted by City staff as the #3 most dangerous intersection in Chandler. The City in the span of several years have installed an intersection camera and also added a designated EB Ray Road to SB Dobson turn lane to help alleviate traffic and to reduce accidents at this intersection. In my opinion, it has not improved much and will only become

more dangerous with increased traffic to the QT and the proposed traffic improvements with the development.

The most concerning topic that came from the Planning and Zoning commission meeting was that the developer and City intend to add a raised median to Dobson Road, thus prohibiting any northbound to westbound turning movements and southbound to eastbound turning movements. I do not believe that is feasible, and definitely does not address the Seton Catholic end of day dismissals and access/egress to the athletic events. The Seton parking lot immediately north of the planned QT serves as student parking during the day and sport event parking on gamedays. A raised median only allowing southbound turning movements from this lot will cause extensive traffic congestion and an increase in accidents.

I understand that this site has sat vacant through much of the COVID era, once an Osco Drug store, and then two different Pet shops, but a high traffic gasoline and convenience store sandwiched between the Tutor Time daycare, Seton Catholic High School, and Anderson Middle School is not a good fi.

I will be attending the regular council meeting to hear the Council's position on this item on Thursday, March 21.

Sincerely,
Mike Colland (chandler resident)

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TUTOR TIME
CHILD CARE/LEARNING CENTERS
2050 West Ray Road
Chandler, AZ 85224
(480) 820-7111
(602) 337-1839 fax
6080@tutortime.com

QuikTrip Convenience Store and Gas Station
Case Mo. PLH23-0044

Mr. Mehlhorn,

My name is Ashlee Teague and I am the Director of the Tutor Time located at the intersection of Dobson & Ray Road here in Chandler, AZ. I am very concerned and not supportive of the proposed QT gas station possibly going in at the corner. The increase in traffic at an already dangerous intersection will not be good for our business or our community. This intersection already has more accidents than any others I have witnessed. The large increase of traffic on the Ray Road shared driveway will be very dangerous for our parents and children that are being dropped off and picked up. I know that drivers will choose to use our parking lot for a way to get to the QT as the Intersection is so busy already and our parking lot will have an easier way for people to get to the QT. We are very busy school and have children coming in and out of our building. I am concerned of the safety for our Families as we will get more traffic flow. I also can not afford to lose any parking spots that are available for staff and Families.

With the QT being situated with the back of the store to the West, that puts it right up against our playground. The potential for crime, loitering and the homeless adopting this area as their place is not good or safe for our children. High volume gas stations like QT bring this element to our neighborhoods. It is not a good fit! I am also concerned for my staff as our Dumpster is farther out and closer to the QT building. With the more traffic flow and my concern of homelessness leads be to be concerned for my staff as they take out trash.

We have a nice community, and QT will not bring goods or services that are not already offered in this area. Traffic at this intersection is already maxed out. Approval of this proposed use would only increase traffic and put families and their children at risk. We at Tutor Time adamantly do not support this use!

Sincerely

Ashlee

Center Director

Webform Submission From: City Council Meeting Public Comment

City of Chandler <no-reply@chandleraz.gov>
Thu 3/21/2024 1:34 PM
To:CityClerkDivision <CityClerkDivision@chandleraz.gov>;Tera Scherer <Tera.Scherer@chandleraz.gov>

Submitted on Thu, 03/21/2024 - 01:34 PM

Submitted by: Anonymous

Submitted values are:

Name
Margaret Borns

Address
6 South Stellar Parkway
Chandler, Arizona. 85226

Phone Number
(480) 403-1187

Agenda Item No.
Ordinance No, 5084

Support/Oppose
Oppose

Comments
The proposed QuikTrip on the NW corner of Ray Dobson Roads is too close to four schools: Seton Catholic Preparatory HS, Andersen JHS, Hope Christian Academy, Tutor Time. This is one of the busiest intersections in the City. Safe access is limited to SB traffic on Dobson and EB on Ray Rd. There already exists ample retail market opportunities in the vicinity of the Dobson and Ray intersection including a Fry's, a Chevron Station and a Sprouts. One mile South on Dobson are Circle K, Walgreen's, CVS, and Ranch Markets NE. One mile north of the proposed site are another Walgreens, another CVS and a 7-11. The addition of one more mini-market that draws customers for liquor sales and tobacco products is oversaturating this location in the City. This part of our City has a number of long established neighborhoods and high concentration of vulnerable minor children traveling to and from their schools. On the web anyone can find data that describes QuikTrip Stores as havens for homeless.
https:www.reddit.comrQuikTripcomments16o13x6iloveqtbut?rdt47924. I strongly urge the Chandler City Council and Planning and Zoning Commission to NOT approve Ordinance No. 5084

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or attachments.

ITEM 2

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

Date:	April 04, 2024
To:	Vice Mayor and City Council
From:	Mayor Kevin Hartke
Subject:	Board and Commission Appointments

Proposed Motion:

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

Airport Commission
Appoint Damian Nichols

Arts Commission
Appoint Darrell Dick

Cultural Foundation Board
Reappoint Julia Marreel
Reappoint Mike Halle

Health Care Benefits Trust Board
Appoint Carson Mohr

Library Board
Appoint Parker McCarthy

Parks and Recreation Board
Appoint Sarah Sharits

Workers' Compensation and Employer Liability Trust Board
Appoint Carson Mohr

CHANDLER arizona
Community of Innovation

City Council Memorandum City Magistrate Memo No.

Date: April 04, 2024
To: Mayor and Council
From: Alicia Skupin, City Magistrate
Subject: Resolution No. 5789 Intergovernmental Agreement Between City of Chandler Municipal Court and Superior Court of Arizona in Maricopa County for Jury Services

---

Proposed Motion:

Move City Council pass and adopt Resolution No. 5789, approving the Intergovernmental agreement between the City of Chandler, on behalf of its Municipal Court, and the Superior Court of Arizona in Maricopa County for Jury Services.

Background/Discussion

Chandler Municipal Court is the Judicial Branch of the Chandler city government and is also part of the Arizona Judicial System. The Court relies on Maricopa County Superior Court to identify jurors for its jury trials, including the formation and summoning of jurors in accordance with Arizona Revised Statute (ARS) 22-425 and ARS 22-426 Jury Trials.

This request is to establish a new agreement for Jury Services for the time period of July 1, 2024, until June 30, 2026, with an optional renewal of (4) four additional two-year terms, to expire no later than June 30, 2034. The City of Chandler has in the past entered into IGA's for Jury Services with Maricopa County Superior Court, with the latest expiring on June 30, 2024.

The fiscal impact of this item is estimated at $8,000 per year at the rate of $2.90 per summons; the Court has an existing budget appropriation for jury fees.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1050.5815	City Magistrate Juror Fees	N/A	8,000	N

Attachments

Resolution No. 5789

Jury Service IGA

RESOLUTION NO. 5789

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHANDLER, ON BEHALF OF THE CHANDLER MUNICIPAL COURT, AND THE SUPERIOR COURT OF ARIZONA IN MARICOPA COUNTY FOR JURY SERVICES.

WHEREAS, the Superior Court in Maricopa County has historically offered certain jury services to municipal courts within the county; and

WHEREAS, the current Intergovernmental Agreement ("IGA") between the Chandler Municipal Court and the Superior Court in Maricopa County for jury services expires on June 30, 2024; and

WHEREAS, the parties wish to enter a new IGA for jury services for the period of July 1, 2024, through June 30, 2026, with the option to renew for up to four additional two-year terms to expire no later than June 30, 2034.

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

Section 1. The Intergovernmental Agreement between the City of Chandler, on behalf of Chandler Municipal Court, and the Superior Court of Arizona in Maricopa County for jury services, attached hereto as Exhibit A, is hereby approved.

Section 2. The Mayor, or designee, is authorized to execute the IGA on behalf of the City of Chandler.

Section 3. The Presiding City Magistrate is authorized to execute all future extensions of the IGA on behalf of the City of Chandler.

PASSED AND ADOPTED BY THE City Council of the City of Chandler, Arizona, this _____ day of _____, 2024.

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5789 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 REL

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE SUPERIOR COURT OF ARIZONA IN MARICOPA COUNTY

and

THE CITY OF CHANDLER, ARIZONA

This Intergovernmental Agreement ("IGA" or "Agreement") is entered into between the State of Arizona on behalf of the Superior Court of Arizona, in and for the County of Maricopa ("Superior Court"), and the City of Chandler, Arizona on behalf of its municipal court ("Municipal Court"), for jury services. The Superior Court and the Municipal Court are sometimes collectively referred to, herein, as "parties" and sometimes individually as "party."

1. RECITALS

WHEREAS, the Superior Court has historically offered certain jury services to certain municipal courts in Maricopa County; and

WHEREAS, Municipal Court desires to use the jury services offered by the Superior Court;

THEREFORE, in consideration of the mutual agreement expressed herein, the parties agree as follows:

2. PURPOSE

The purpose of this IGA is to provide jury services as specified herein.

3. AUTHORITY

The Superior Court has the duty and authority to summon jurors. A.R.S. § 21-301 *et seq.* The Municipal Court has the duty and authority to summon jurors. A.R.S. §§ 21-301 *et. seq.*, 22-401 *et. seq.* The parties are authorized to enter into this IGA pursuant to A.R.S. § 11-952(J).

4. TERM AND RENEWAL; TERMINATION

A. This IGA shall be effective July 1, 2024, and shall expire June 30, 2026. The parties may renew this IGA in writing for four additional two-year terms, to expire no later than June 30, 2034. If the Municipal Court wishes to renew this IGA, it must notify the Superior Court at least ninety (90) days in advance of its expiration. If City Council approval is required and has been obtained to enter into this IGA, renewal may be executed by the Municipal Presiding Judge or the City Manager. The Municipal Court understands and agrees that the Superior Court may increase the cost per summons or cost per compact disc ("CD") at the time of renewal to reflect an increase in actual costs.

B. Either party may terminate this IGA for any reason upon thirty (30) days' written notice. Either party may terminate this IGA immediately if the other party materially breaches the IGA. Either party may terminate this IGA due to non-availability of funds, as stated in paragraph 17. Upon termination, all property used in performance of this IGA shall be returned to the party owning the property or entitled to possession.

C. This IGA supersedes all prior agreements between the parties for jury services. Any amendments to this IGA must be in writing and signed by both parties.

5. DUTIES OF SUPERIOR COURT

A. If the Municipal Court in paragraph 6, below, elects to have the Superior Court print and mail summons, the Superior Court shall do the following on behalf of the Municipal Court:

i. The Superior Court will print and mail a summons to potential jurors on behalf of the Municipal Court. The potential jurors will be selected to receive a summons from a master jury list in accordance with state law. *See* A.R.S. § 21-301 *et seq.* In addition to printing and mailing the summonses, the Superior Court will field phone calls about postponements, excuses, and disqualifications.

ii. The Superior Court shall include the phone number provided by the Municipal Court on all summonses for potential jurors issued a summons to call and listen to a recording and/or to inquire about whether they must report at the date and time specified in the summons. The Superior Court is not responsible for maintaining or staffing this phone line or recording.

iii. The Superior Court shall process the payment of jury fees and mileage reimbursements.

iv. The Superior Court is not responsible for setting up the Remote Access Services ("RAS") account or providing maintenance or services related to the RAS account. The RAS accounts and related maintenance or services are provided through the Office of Enterprise Technology ("OET").

B. If the Municipal Court in paragraph 6, below, elects to have the Superior Court provide a CD with the names and addresses of potential jurors to whom the Municipal Court may issue its own summonses, the Superior Court shall provide a CD within ten (10) business days with one-hundred (100) such names. If the Municipal Court elects to have the Superior Court provide a CD, the CD is the only product or service provided by the Superior Court, and the Superior Court will not: print and mail the summonses; field phone calls about postponements, excuses, disqualifications; or process payment of jury fees and mileage reimbursements.

C. The Superior Court shall submit bills to the Municipal Court on a quarterly basis, except the Superior Court may bill for the CDs and RAS accounts at the time they are provided.

6. DUTIES OF MUNICIPAL COURT

A. On or before the start of the term of this IGA and any renewal terms, the Municipal Court shall elect in writing to the Superior Court Jury Office whether the Municipal Court wants the Superior Court to print and mail summonses, wants a RAS account, and/or wants a CD with the names and addresses of potential jurors to whom the Municipal Court may print and issue its own summonses. The Municipal Court may make its election by checking one of the options below, or it may otherwise make this election in writing to the Superior Court Jury Office.

_X_ Print and Mail Summons ____CD with Juror Names ____Number of RAS accounts

B. The Municipal Court agrees to pay the following fees, depending on the elections made by the Municipal Court:

i. A fee of $2.90 for each summons printed and mailed by the Superior Court on behalf of the Municipal Court.

ii. The Municipal Court shall reimburse the Superior Court for the daily attendance fees and mileage reimbursements the Superior Court pays to jurors on behalf of the Municipal Court.

iii. A $50.00 activation fee and an $8.00 monthly subscriber fee for each RAS account. Each person who enters data or has access through a RAS account must have his/her own account. The Municipal Court must notify the Superior Court and OET when the Municipal Court changes RAS account users. If the Superior Court incurs additional fees or costs from OET related to RAS accounts for the Municipal Court, the Municipal Court shall reimburse the Superior Court for such reasonable and justifiable fees or costs.

iv. A fee of $25.00 for each 100 potential jurors listed on the CD.

v. A fee of $150.00 if the Municipal Court fails to timely enter juror data, as set forth below.

C. If the Municipal Court elects to have the Superior Court print and mail summons on its behalf, the Municipal Court is responsible for the following:

i. By July 1 of each year, the Municipal Court shall provide the Superior Court with information on the number of jurors to be summoned and on which days they shall be summoned. The Municipal Court shall notify the Superior Court at least seven (7) weeks in advance of any changes in the number of summonses needed and the dates for which summonses shall be sent. Each year, by the first Friday in November, the Municipal Court shall provide the Superior Court with blackout dates for the next year. Blackout dates are days on which the Municipal Court

knows at the beginning of the year it will not need jurors to appear for service during that year.

ii. The Municipal Court shall operate a phone line for jurors to call to inquire whether they must report on the date and time specified on their summons. The Municipal Court shall provide the Superior Court with the phone number and any changes to the phone number so the Superior Court can include it on the summons. The Municipal Court is solely responsible for the costs, maintenance and staffing associated with this phone line.

iii. Within three (3) business days of the first day a juror reports for jury service in the Municipal Court, the Municipal Court shall provide the Superior Court with information regarding individuals who have reported for jury service in response to a summons sent by the Superior Court pursuant to this IGA as follows:

a. The Municipal Court may use the Superior Court's form. The Municipal Court shall type the information requested in the form in order to ensure accurate information is processed by the Maricopa County Superior Court; or

b. If the Municipal Court has elected to have RAS account card access and paid the associated fees for such access, the Municipal Court may enter the data into the program the Superior Court uses for juror management (currently, Clearview Jury). The Superior Court may provide general direction regarding how to enter the data in Clearview Jury (or any other program the Superior Court later decides to use for juror management). However, the Municipal Court is responsible for all technical support of its computer system and training of its employees.

c. If the Municipal Court fails to enter the data within the three (3) business days described, the Superior Court will charge the Municipal Court a fee of $150.00 for each day for which juror information is not entered to cover additional costs for re-running billing data, analyzing billing data, and re-entry into billing spreadsheets.

D. If the Municipal Court elects to have the Superior Court provide a CD of names and addresses, the Municipal Court is responsible for all of its own jury services, including but not limited to printing and mailing the summonses, fielding phone calls relating to jury service, and processing payment of jury fees and mileage reimbursements.

E. The Municipal Court is responsible for enforcement of any juror summonses issued on behalf of its court, including contempt notices, hearings, proceedings, procedures, and/or other enforcement measures. The Superior Court is not obligated by this IGA to conduct any contempt or enforcement proceedings on behalf of the Municipal Court.

F. The Municipal Court is not authorized and shall not permanently excuse any jurors. The Municipal Court shall refer any jurors seeking to be permanently excused to the Superior Court, regardless of whether the Superior Court printed and mailed the summons or the Municipal Court printed and mailed the summons.

G. The identity of jurors or potential jurors is sensitive, confidential, and protected by statute and court rule. The Municipal Court agrees to restrict access to information provided under this agreement to individuals who are authorized to access such information for the completion of their official duties.

H. The Municipal Court shall comply with the Minimum Accounting Standards and Generally Accepted Accounting Principles related to financial transactions involving jurors.

I. The Municipal Court shall remit payment to the Superior Court within thirty (30) calendar days of receiving a bill from the Superior Court.

7. INDEMINIFICATION

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, each party shall cause its contractor(s) and subcontractor(s), if any, to indemnify, defend, save and hold harmless the other party, any jurisdiction or agency of that other party, and that other party's respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation–hereinafter, referred to as "Claims") for bodily injury, 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(s) and/or subcontractor(s), or any of the directors, officers, agents, or employees of contractor(s) and/or subcontractor(s) for any work arising out of this Agreement. 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(s) and/or subcontractor(s) 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(s) and/or subcontractor(s) from and against any and all claims. It is agreed that such contractor(s) and/or subcontractor(s) will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

8. INSURANCE

Both parties are insured as governmental entities and therefore no insurance certificates are required by either party pursuant to this IGA. If the Municipal Court uses a contractor(s) to perform services in relation to this Agreement, the below insurance requirements shall apply, and shall apply to any subcontractor(s) of contractor(s).

Insurance Requirements for Any Contractors Used by Municipal Court:
The insurance requirements, herein, are minimum requirements and in no way limit the indemnity covenants contained, herein. The State of Arizona in no way warrants that the minimum limits below are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this IGA by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form
   Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Blanket Contractual Liability – Written and Oral $1,000,000
   - Damage to Rented Premises $ 50,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: **"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor."** Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

   b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability
   Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used by Contractor in the performance of this IGA.
   - Combined Single Limit (CSL) $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: **"The State of Arizona, its departments,**

agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor." Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

c. Policy shall contain a severability of interest provision.

3. Workers' Compensation and Employers' Liability

• Workers' Compensation	Statutory
• Employers' Liability	
Each Accident	$ 500,000
Disease – Each Employee	$ 500,000
Disease – Policy Limit	$ 1,000,000

a. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901 *et. seq.*, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S § 41-621 (E).
2. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its contract with the other governmental entity(ies) party to this IGA.

C. NOTICE OF CANCELLATION: With the exception of ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this IGA in relation to the insurance policies above shall require thirty (30) days written

notice to the State of Arizona. Such notice shall be sent directly to the Department and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Contractor's insurance shall be placed with companies duly licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this IGA must be in effect at or prior to Contractor's commencement of work under this IGA and remain in effect for the duration of Contractor's work under this IGA. Failure to maintain the insurance policies as required by this IGA, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this IGA shall be sent directly to the Department. The State of Arizona project/contract number and project description are to be noted on each certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this IGA at any time.

F. SUBCONTRACTORS: Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. APPROVAL: Any modification or variation from the *insurance requirements* in this IGA must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

H. EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the insurance requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

9. AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, both parties shall retain all data, books and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. All records of a party shall be subject to reasonable inspection and audit by the other party at reasonable times. Upon request, either party shall produce the original of any, or all such records.

10. CANCELLATION FOR CONFLICT OF INTEREST

The requirements of A.R.S. § 38-511 apply to this Agreement. Either party may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of either party is, at any time while this Agreement or any extension is in effect, an employee or agent of the other party, or a consultant to any other party with respect to the subject matter of this Agreement.

11. NON-DISCRIMINATION

Both parties shall comply with Executive Orders 2009-09 and 2023-01, which mandate that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Both parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability. The parties shall comply with Executive Order 2023-09 prohibiting race-based hair discrimination.

12. COMPLIANCE REQUIREMENTS UNDER A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

A. Both parties warrant compliance with all federal immigration laws and regulations relating to employees and warrant compliance with A.R.S. § 23-214, Subsection A, which reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program."

B. A breach of the warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the IGA and the other party may be subject to penalties up to and including termination of the Agreement.

C. Both parties retain the legal right to audit the documentation of any employee working in relation to this IGA to ensure that the other party, or any contractor or subcontractor are in compliance with the warranty under paragraph 12(A).

13. APPLICABLE LAW

This Agreement shall be construed in accordance the laws of the State of Arizona.

14. LEGAL OBLIGATIONS

This IGA does not relieve either party of any obligation or responsibility imposed upon it by law.

15. ARBITRATION

The parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.

16. WAIVER AND MODIFICATION

None of the provisions of the Agreement may be waived, changed or altered except in writing signed by both parties.

17. AVAILABILITY OF FUNDS

Every payment obligation of the parties under this Agreement is conditioned upon the availability of funds allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the parties or any other agency of the State of Arizona at the end of the period for which funds are available. No legal liability on the part of the parties or any other agency of the State of Arizona for any payment may arise under this Agreement as long as funds are made available for performance of this Agreement. If the necessary funds are not made available, then that party shall provide written notice to the other party and may cancel this Agreement without further obligation. No liability shall accrue to either of the parties or any other agency of the State of Arizona in the event this provision is exercised, and neither the parties, nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination of this Agreement under this paragraph, including payments or damages for purchases or subcontracts entered into in anticipation of funding.

18. NOTICES

All notices, claims, request, and demands under this IGA are to be in writing and served in person or via certified (return receipt requested) United States mail, postage prepaid, addressed as follows:

If to the Superior Court:
Superior Court in Maricopa County
Jury Administrator
175 W. Madison St.
Phoenix, AZ. 85003-2243
Attn: Jury Manager

If to Municipal Court:
Chandler Municipal Court
Attn: Court Administrator
200 E Chicago St
Chandler, Arizona 85225

or at such other address as shall be indicated in writing by each party, through an amendment to this IGA. Service by certified mail will be deemed to occur on the postmark date borne by the return receipt.

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SIGNATURES FOLLOW

In witness whereof, the parties hereto have executed this IGA on the date written below:

Honorable Joseph Welty Date
Presiding Judge
Superior Court of Arizona
in Maricopa County

Honorable Alicia Skupin Date
Presiding City Magistrate
Chandler Municipal Court

For the City of Chandler on behalf of the
Chandler Municipal Court

Mayor

Date: _____

ATTEST:

City Clerk

Date: _____

IN ACCORDANCE WITH A.R.S. § 11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE **CHANDLER CITY ATTORNEY**

By: _____
Assistant Attorney General

Date: _____

By: _____
City Attorney RSL

Date: _____

CHANDLER arizona
Community of Innovation

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

Date: April 04, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
From: Steven Turner, Sustainability & Performance Officer
Subject: Agreement No. CM3-290-4552, Amendment No. 1, Solar Installations at Various Facilities

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Proposed Motion:

Move City Council approve Agreement No. CM3-290-4552, Amendment No. 1, with Ameresco, Inc., for solar installations at various facilities, to proceed with Milestone 2 of the Scope of Services.

Background/Discussion:

In 2023, the Chandler City Council took a significant step forward by integrating Sustainability & Technology into its Strategic Framework. This decision underscored the city's commitment to advancing smart energy solutions aimed at reducing service costs and enhancing environmental resilience. The first step to accomplish this goal was to conduct a solar feasibility study. On July 20, 2023, the City Council approved an agreement with Ameresco for Milestone 1 to complete the solar feasibility study. The purpose was to explore various solar installation options, including ground-mounted, roof-mounted, and solar-covered parking configurations across 25 municipal facilities. The deliverables of this first phase included:

- Develop preliminary site layouts and recommend optimal mounting solutions.
- Estimate photovoltaic production potential and the percentage of energy consumption offset.
- Provide cost estimates for engineering, procurement, and construction.
- Recommend ownership and pricing models, leveraging benefits such as those outlined in the Inflation Reduction Act.

As part of Milestone 1, the following sites were evaluated:
Airport Water Reclamation Facility (AWRF)
Ocotillo Water Reclamation Facility (OWRF)
Pecos Water Treatment Facility
City Hall
Fire Administration Building
Public Works & Development Services Building
Information Technology Building
Chandler Nature Center
Chandler Heights Substation
Public Safety Training Facility
Parks & Facilities Service Center
McQueen Yard
Sunset Library
Delaware Parking Lot (Not included in recommendation due to the shape of the parking lot)
Fire Stations 1-11 (Fire Station 4 not included in recommendation because it is scheduled to be rebuilt within five years in the current Capital Program)

In December 2023, Ameresco concluded the solar feasibility study, identifying 23 city facilities as suitable locations for solar infrastructure. The proposed project promised to generate over 9 megawatts of power, offsetting approximately 56% of the energy consumed by these facilities.

This agreement for Milestone 2 is to complete all required engineering on the properties identified during the solar feasibility study, which is estimated to take approximately five months. Upon completion, a final contract for solar construction will be presented to the City Council. The subsequent installation process across all 23 sites is anticipated to take approximately 10 months before the solar systems are fully operational.

On March 7, 2024, the City Council Sustainability and Technology Subcommittee convened to deliberate the outcomes of the solar feasibility study. Various financing options were discussed, with emphasis placed on utilizing one-time revenue to generate ongoing savings. The Subcommittee directed staff to propose the $10 million down payment option, but if possible, increase the down payment as part of the FY 2024-25 proposed budget. The current draft Capital Program for FY 2024-2025 includes up to $15 million as a capital investment amount, promising approximately $1.4 million in savings annually from year one. Over the span of 20 years, the city stands to save over $28 million, increasing to over $41 million after 25 years. Approximately 70% of the savings will accrue to

the utilities funds (60% Wastewater and 10% Water), with the remaining 30% allocated to the General Fund. As such, the utilities enterprise funds will cover 70% of the down payment.

The estimated cost for the engineering services detailed in milestone two amounts to $1,820,507. It is important to note that this cost will be integrated into the overall expenses of the construction phase of the project. Consequently, Milestone 2 does not necessitate an immediate or separate payment.

Evaluation:

On July 20, 2023, City Council approved an agreement with Agreement No. CM3-290-4552, with Ameresco, Inc., for solar installations at various facilities. The Contractor has completed Milestone 1 of the Scope of Services. Staff recommends proceeding with Milestone 2.

Financial Implications:

In the event that the city decides not to proceed with the construction of the solar panels on these city facilities, the city will pay the Contractor the cost of the services of milestone two in the amount of $1,820,507.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.1291.6211.6GG674	General Government Capital Fund	Sustainability Programs	$1,820,507	Y

Attachments

Engineering Agreement

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City Clerk Document No. _____

City Council Meeting Date: February 22, 2024

AMENDMENT TO CITY OF CHANDLER AGREEMENT
SOLAR INSTALLATIONS AT VARIOUS CITY FACILITIES
CITY OF CHANDLER AGREEMENT NO. NO. CM3-290-4552

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 Ameresco, 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 solar installations at various City facilities (Agreement); and

WHEREAS, the services of Milestone 1 (Initial Development) of the Scope of Services has been completed; and

WHEREAS, the City has selected a final portfolio to be engineered; and

WHEREAS, the Parties wish to exercise the option through this Amendment to proceed with Milestone 2 (100% Development).

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. The Contractor will perform the services of Milestone 2, described in Exhibit A of the original Agreement, which is incorporated into and made a part of this Amendment No. 1 by this reference.

3. The Parties agree that the cost of the services of Milestone 2 is $1,820,507. In the event that the

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City decides not to proceed with the portfolio construction, the City will pay the Contractor the cost of the services of Milestone 2 in the amount of $1,820,507.

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	**FOR THE CONTRACTOR**
By: _____	By: Jay Fleishman
Its: Mayor	Its: Senior Vice President - Engineering

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 24-010

Date: April 04, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager & Acting Development Services Director
From: Alisa Petterson, Senior Planner
Subject: PLH23-0066 Silk Stocking Historic Preservation District
Final Adoption of Ordinance No. 5086
Request: Establish a Historic Preservation District zoning overlay within a portion of Silk Stocking neighborhood
Location: East of the Northeast corner of Arizona Avenue and Chandler Boulevard
Applicant: Silk Stocking neighborhood residents, led by Melisa Lalich and Cheryl Bell

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Proposed Motion:

Move City Council adopt Ordinance No. 5086, PLH23-0066 Silk Stocking, establishing a Historic Preservation District zoning overlay subject to the conditions as recommended by the Planning and Zoning Commission and the Historic Preservation Commission.

Background Data:

- Built from 1912 to 1973, the Silk Stocking neighborhood exhibits a variety of well-preserved architectural styles and unique hardscape, and has been home to many people important to the history of Chandler.

- Over the past decade, the Silk Stocking Neighborhood has been actively involved in seeking local designation to recognize the architectural and historical value to the City of Chandler.

- The neighborhood was designated on the National Register of Historic Places in 2012, the report of which is attached as a supplement to this memo.

- The neighborhood involvement from the community leaders of Silk Stocking

was, in many ways, a driving force behind the creation and adoption of the Historic Preservation Ordinance that created the Historic Preservation Commission and the various historic designations recognized by the City of Chandler.

- The Silk Stocking Neighborhood is perhaps the earliest and best preserved neighborhood in the city, and its historic and contemporary significance cannot be overstated.

Existing zoning within the defined district varies, but includes SF-8.5, MF-1, MF-2 and C-3.

Surrounding Land Use Data:

North	Residential neighborhood	South	Chandler Boulevard, then a post office, town home development and vacant lot that has been approved for a future mixed-use development, including commercial, office and multi-family uses
East	Residential neighborhood	West	Commercial businesses, then Arizona Avenue, then Chandler High School and the Chandler Center for the Arts

General Plan and Area Plan Designations:

	Existing	Proposed
General Plan	Neighborhoods	No change

Proposed Development

Total number of homes designated as ‘contributing properties’ (homes with sufficient historic integrity) within the proposed Silk Stocking Historic Preservation District	39
Number of homes designated as contributing properties that have signed a declaration and waiver as required to be included in the Silk Stocking Historic Preservation District	23
Additional historic improvements designated as contributing properties within the proposed Silk Stocking Historic Preservation District	1 (Washington Street hardscape)
Percentage of contributing properties within a proposed historic preservation district required to participate per Chandler’s Zoning Code	60%

Percentage of contributing properties within the proposed Silk Stocking Historic Preservation District	60%

Review and Recommendation

The Silk Stocking Neighborhood contains a trove of historic resources. Of the many historic homes within the neighborhood, the majority exhibit the "Early Ranch" style with examples of Craftsman, Ranch, and Spanish Colonial Revival also being peppered throughout the community. The neighborhood is built along two main roads, Colorado and Washington streets and split into a 200 block and 300 block. This request includes the 200 and 300 block of Colorado and the 200 block of Washington, with the 300 block being exempted due to lack of support from property owners.

The neighborhood's historic context goes beyond architecture. The very streets that the neighborhood was built on maintain a unique and well-preserved historic aesthetic. Washington Street is one of the few concrete-finished streets left in the Valley from the early mid-century period. The combination of the original hardscape and tree-lined nature of the street lends itself to the historic context of the neighborhood.

In addition to the physical manifestations of the history of the neighborhood, Silk Stocking was also once home to figures important to Chandler's past. Perhaps most notably, Arthur Price, the first City Attorney and personal friend of Dr. Chandler, had a home on Washington Street at 201 N. Washington, which has since unfortunately been demolished. In addition to Price, other notable Chandler families got their start in Silk Stocking including the Basha and Bogle families. Being a more affluent and influential neighborhood, the community also had significant political pull in the early days of Chandler pre-war, with the post-war economic trend lending itself to more of a workforce community. Altogether, the people of Silk Stocking were and continue to be an important piece of Chandler.

Of the contributing properties, 23 of 39 signed a waiver and with Washington Street's unique hardscape being considered a historic improvement, that puts the total to 24 of 40, meeting the 60% threshold required by City Code to establish a Historic Preservation District. It is notable that only those properties that signed a waiver are subject to the regulatory imposition of the Historic Preservation Ordinance and the design guidelines thereof.

Though only 23 signed, there is still a representative cross-section of the various architectural styles of Silk Stocking. The attached report and inventory sheets are supplements that provide property-specific information and further

details. The Design Guidelines, adopted by City Council in 2023, are also attached herein and will be the primary guiding document for property maintenance, repair, and rehabilitation, following closely the recommendations of the U.S. Secretary of the Interior.

Staff finds the Silk Stocking Neighborhood qualifies as a Historic Preservation District due to meeting the following criteria as prescribed in the Historic Preservation Ordinance:

- The property is listed on the National Register of Historic Places and has maintained its integrity.
- The property includes examples of significant architectural styles or construction methods associated with the past.
- The property has yielded or is likely to yield information in the understanding of the history or pre-history of the city.
- The property is at least 50 years old.

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 December 21, 2023. A group of residents attended to voice their support and had general questions regarding the new regulations that the Historic Preservation District would impose. The consensus was support for the project and the desire for more homeowners to sign waivers and increase community engagement.

- As of the writing of this memo, Planning staff is not aware of any opposition to this request.

Historic Preservation Commission Vote Report:
Historic Preservation Commission meeting held January 24, 2024
Motion to Approve

In Favor: 5 Opposed: 0 Recused: 2 (Wastchak and Bell)

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting of February 21, 2024
Motion to Approve

In Favor: 6 Opposed: 0 Absent: 2 (Lopez & Barichello)

Recommended Conditions of Approval

Ordinance No. 5086 was introduced and tentatively adopted on March 21, 2024.

Planning staff finds the request is in compliance with the Historic Preservation ordinance and the Historic Preservation Commission and the Planning and Zoning Commission recommend the City Council approve the Historic Preservation Overlay subject to the following conditions.

1. The property shall be subject to the General Design Guidelines for Historic Preservation Districts and landmarks.
2. The underlying zoning on said parcels shall remain in full force and effect.

Attachments

Ordinance 5086

Preservation District Map

National Register Nomination

Inventory Sheets

ORDINANCE NO. 5086

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY CREATING A HISTORIC PRESERVATION DISTRICT ZONING OVERLAY ON AN AREA COMPRISED OF 23 PARCELS AND A PORTION OF WASHINGTON STREET WITHIN THE SILK STOCKING NEIGHBORHOOD IN CASE PLH23-0066 (SILK STOCKING HISTORIC PRESERVATION DISTRICT) LOCATED EAST AND NORTH OF THE NORTHEAST CORNER OF ARIZONA AVENUE AND CHANDLER BOULEVARD WITHIN THE CORPORATE LIMITS OF THE CITY OF CHANDLER, ARIZONA; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR PENALTIES.

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

WHEREAS, the application meets the criteria for designation as a historic property as prescribed in the Zoning Code; and

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

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

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

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

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

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

Section 1. Description of Property:

EXHIBIT 'A'

A Historic Preservation District Zoning Overlay is hereby established on the parcels described in Exhibit A, subject to the following condition:

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

2. The underlying zoning on said parcels shall remain in full force and effect.

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. 5086 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.

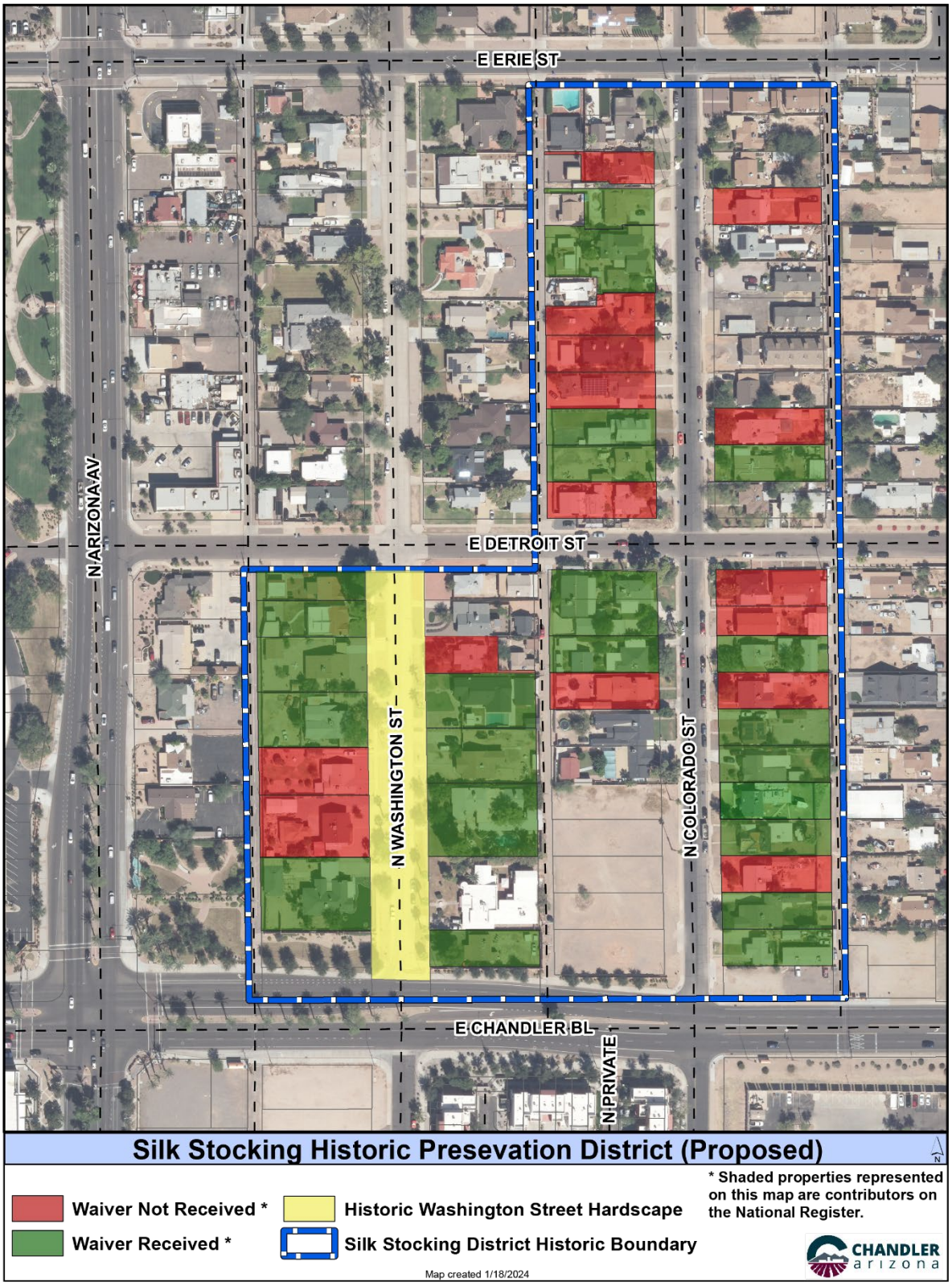
_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY TA

Published:

Exhibit A


E ERIE ST
N ARIZONA AV
E DETROIT ST
N WASHINGTON ST
N COLORADO ST
E CHANDLER BL
N PRIVATE
Silk Stocking Historic Presevation District (Proposed)
Waiver Not Received *
Waiver Received *
Historic Washington Street Hardscape
Silk Stocking District Historic Boundary
* Shaded properties represented on this map are contributors on the National Register.
Map created 1/18/2024
CHANDLER arizona

Parcel Description

ADDRESS	MARICOPA COUNTY ASSESSOR'S OFFICE PARCEL NUMBER
209 N Colorado St. Chandler AZ 85225	302-62-145a
219 N Colorado St. Chandler AZ 85225	302-62-142
237 N Colorado St. Chandler AZ 85225	302-62-138
245 N Colorado St. Chandler AZ 85225	302-62-136
255 N Colorado St. Chandler AZ 85225	302-62-134
265 N Colorado St. Chandler AZ 85225	302-62-132
282 N Colorado St. Chandler AZ 85225	302-62-060
283 N Colorado St. Chandler AZ 85225	302-62-128
290 N Colorado St. Chandler AZ 85225	302-62-063
308 N Colorado St. Chandler AZ 85225	302-62-069
309 N Colorado St. Chandler AZ 85225	302-62-119b
318 N Colorado St. Chandler AZ 85225	302-62-071
372 N Colorado St. Chandler AZ 85225	302-62-083d
376 N Colorado St. Chandler AZ 85225	302-62-085c
209 N Washington St. Chandler AZ 85225	302-62-050
218 N Washington St. Chandler AZ 85225	302-62-040a
245 N Washington St. Chandler AZ 85225	302-62-053a
255 N Washington St. Chandler AZ 85225	302-62-056
264 N Washington St. Chandler AZ 85225	302-62-033
275 N Washington St. Chandler AZ 85225	302-62-059
282 N Washington St. Chandler AZ 85225	302-62-029a
290 N Washington St. Chandler AZ 85225	302-62-028
298 N Washington St. Chandler AZ 85225	302-62-026



Silk Stocking Historic Presevation District (Proposed)

Waiver Not Received *

Waiver Received *

Historic Washington Street Hardscape

Silk Stocking District Historic Boundary

* Shaded properties represented on this map are contributors on the National Register.

CHANDLER arizona

Map created 1/18/2024

United States Department of the Interior
National Park Service

RECEIVED 2280
JUL 15 2011
NAT. REGISTER OF HISTORIC PLACES
NATIONAL PARK SERVICE

567

National Register of Historic Places Registration Form

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

1. Name of Property

historic name Silk Stocking Neighborhood Historic District

other names/site number Chandler Townsite North Residential Historic District

2. Location

street & number Generally bounded by Erie Street, Chandler Boulevard, Delaware Street and the alley west of Washington Street ☐ not for publication

city or town Chandler ☐ vicinity

state Arizona code AZ county Maricopa code 013 zip code 85225

3. State/Federal Agency Certification

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

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

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

___ **national** ___ **statewide** X **local**

James W. Garrison AZSHPO 7 JULY 2011
Signature of certifying official/Title Date

AZ STATE PARKS / SHPO
State or Federal agency/bureau or Tribal Government

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

Signature of commenting official Date

Title State or Federal agency/bureau or Tribal Government

4. National Park Service Certification

I hereby certify that this property is:

✓ entered in the National Register

___ determined eligible for the National Register

___ determined not eligible for the National Register

___ removed from the National Register

___ other (explain:) _____

Linda J. Ollard Aug. 30, 2011
Signature of the Keeper Date of Action

Silk Stocking Neighborhood Historic District
Name of Property

Maricopa, AZ
County and State

5. Classification

Ownership of Property
(Check as many boxes as apply.)

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

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

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

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

Contributing	Noncontributing	
64	10	buildings
		district
		site
		structure
		object
64	10	**Total**

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

N/A

Number of contributing resources previously listed in the National Register

N/A

6. Function or Use

Historic Functions
(Enter categories from instructions.)

DOMESTIC: single dwelling
DOMESTIC: multiple dwelling
RELIGION: church-related residence

Current Functions
(Enter categories from instructions.)

DOMESTIC: single dwelling
DOMESTIC: multiple dwelling
HEALTH CARE: sanitarium

7. Description

Architectural Classification
(Enter categories from instructions.)

Bungalow/Craftsman
Mission/Spanish Colonial Revival
Tudor Revival
Ranch
Other: Minimal Traditional

Materials
(Enter categories from instructions.)

foundation: brick, concrete
walls: brick, stucco, concrete, wood
roof: asphalt, wood, clay tile
other: wood, steel (windows)

Narrative Description

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

Summary Paragraph

The Silk Stocking Neighborhood Historic District is located in Chandler, Arizona, a suburban city of approximately 235,000 residents, located 20 miles southeast of Phoenix. The district is located in downtown Chandler, just north of Chandler Boulevard and east of Arizona Avenue, the city's two principal thoroughfares. The 25-acre district was originally part of the 1-square mile Chandler Townsite, platted in 1912, and is one of only two eligible districts remaining within the townsite boundaries. Like the rest of the townsite, the Silk Stocking Neighborhood is laid out on a grid system, with four north-south streets and three east-west streets. The historic district, which was developed between 1912 and 1973, contains 74 resources, which are primarily single-family residences. Most of the homes are constructed of either brick and stucco or wood frame and stucco, although other building materials are present, including concrete block and adobe. Roofing is primarily asphalt shingles, with some wood shingles and clay tile. Windows are wood and steel, either casements or double-hung. The homes generally share a uniform setback from the street. Landscaping in the district varies, from traditional turf, shrubs, and trees, to desert landscaping or xeriscape, or just plain dirt. Most houses have concrete driveways leading to detached garages at the rear. The streets themselves are paved with either asphalt or concrete, with concrete curbs, sidewalks, and gutters and, in some cases, a wide planting strip separating the sidewalk from the street. Despite some modifications, the district retains sufficient integrity to convey its historical significance. Of the 74 resources, only 10 are noncontributing (approximately 14 percent). One of the noncontributors is due to age; it was constructed ca. 1980 and replaced a 1929 building that was previously on the site. Nine are noncontributing due to a loss of integrity; however, the noncontributors still fit the general pattern of the district, in terms of setback, size, scale, and building materials.

Narrative Description

The Silk Stocking Neighborhood Historic District has an L-shaped boundary consisting of two main north-south streets—Washington and Colorado—which run approximately one quarter of a mile, from Erie Street at the northern end of the district to Chandler Boulevard (originally known as Cleveland Street) at the southern end. At the far eastern edge of the district is a third north-south street—Delaware—which is generally outside of the district, except for two properties at the northern end where it intersects with Erie. At the center of the district is a third east-west street—Detroit—which bisects the three north-south streets.

The area to the north of the historic district is largely residential. Although it was included in the original 1911 plat for the Chandler townsite, the area was not divided into smaller "city-sized" lots until the Greater Chandler Addition was platted in 1945. Thus, the houses in this area are generally Ranch-style residences from the post-World War II era. The area to the south of the historic district is largely commercial, consisting of the Chandler Commercial Historic District (NRHP listed 9/22/2000), the former San Marcos Hotel (NRHP listed 4/29/1982) and other related businesses. The Chandler municipal government complex is also in this area, including a new city hall which opened in October 2010. Other buildings include a U.S. post office and some recently constructed condominiums.

Immediately to the east of the Silk Stocking Neighborhood Historic District is the Union Pacific Railroad line, which runs north-south along the east side of Delaware Street. To the west of the historic district is Arizona Avenue, a six-lane highway also known as State Route 87. On the east side of Arizona Avenue, immediately adjacent to the Silk Stocking Historic District, are commercial properties consisting of offices and retail establishments. Many of these buildings are homes that have been converted to commercial uses. However, very few of them retain sufficient integrity to be contributing to the historic district, so Arizona Avenue has been excluded from the district boundaries. On the west side of Arizona Avenue is the Chandler High School campus, which encompasses over 60 acres. The main building on the campus, known as Old Main, was completed in 1922 and is a stately Classical Revival-style building with Spanish Colonial Revival influences. A gymnasium from 1939 is also designed in the Classical Revival Style. Both of these buildings were listed on the National Register of Historic Places on November 20, 2007.

The three north-south streets in the historic district—Washington, Colorado, and Delaware—each have an 80-foot-wide right of way, while the east-west streets—Erie and Detroit—each have a 70-foot-wide right of way. These widths are unchanged from the original plat. However, Chandler Boulevard, which originally had a 70-foot-wide right of way, now has

a right of way which extends from 80 feet wide at Delaware Street to approximately 135 feet wide at Arizona Avenue. To accommodate the widening of the street, the first lot north of Chandler Boulevard on each side of Colorado Street and the east side of Washington Street and the first two lots north of Chandler Boulevard on the west side of Washington Street were acquired by the city. The houses that were located on these lots are now demolished. Arizona Avenue, which originally had a 100-foot-wide right of way, now has a right of way that extends to approximately 150 feet wide where it intersects with Chandler Boulevard. Both of these arterial streets now have landscaped medians at their widest points, consisting of rows of Washingtonia fan palms, palo breas, and other desert flora.

The neighborhood streets—Washington, Colorado, Delaware, Erie, and Detroit—are generally 30 to 35 feet wide from curb to curb. All of these streets have concrete curbs, sidewalks, and gutters. All except Erie have squared curbs; the curbs along Erie are rolled. The sidewalks along Washington are set back approximately 10 to 15 feet from the street, with a planting strip between the curb and sidewalk. The landscaping in this strip varies, but generally tends to match the landscaping of its respective lot. The sidewalks along Colorado, Delaware, and Erie are directly adjacent to the street, with no planting strip in between. The sidewalks along Detroit alternate. From Arizona Avenue to the alley east of Washington they are set back from the street approximately eight feet with a planting strip in between. Then from this point to the alley east of Colorado they are adjacent to the street with no planting strip. Finally, from this second alley to Delaware Street they are set back from the street once again with a planting strip that is approximately eight feet wide. The sidewalks throughout the entire neighborhood are generally five feet wide. All of the streets in the neighborhood are paved with asphalt except for Washington, which is paved with concrete. This is one of the few streets remaining in Chandler that is still paved with concrete.

Running the length of the district are three north-south alleys—one between Arizona Avenue and Washington Street, which defines the western boundary of the historic district; one between Washington and Colorado; and one between Colorado and Delaware, which defines the eastern boundary of the historic district, except at the far northern end where the boundaries extend all the way to Delaware Street. Each of these alleys measures 20 feet in width and is paved with asphalt.

As was the case with most lots in the original Chandler townsite, the lots in the Silk Stocking Neighborhood were originally 50 feet wide by 150 feet deep. Many lots still retain these dimensions, although some homes were originally built on one and a half, two, or even three lots. In some cases, the original lot configuration has changed resulting a new lot size that is either slightly narrower or wider than the original. There are also some areas, particularly on corner lots, where the rear of the lot has been split off to create a separate lot.

The houses in the district share a uniform building setback, which is generally 25 to 30 feet from the front property line. However, the few houses that front the east-west streets have virtually no setback. Most houses maintain at least a 5-foot setback from the side property lines, although it is common for detached accessory buildings to be located right on the property line.

The front yard landscaping varies throughout the district, although most yards have traditional landscaping with turf, shrubs, and mature trees. Although not present historically, many homes now have front yard fences. These fences are typically three feet in height or lower and are constructed of a wide range of materials, including wood, wrought iron, tubular steel, chain link, and concrete block. The majority of homes have single-width concrete driveways which lead to detached garages at the rear of the lot.

The homes in the district are generally between 1,000 and 1,800 square feet, consisting of either two or three bedrooms. The homes that sit on multiple lots tend to be larger, in some cases exceeding 3,000 square feet. The largest building in the district is at 217 North Washington Street; this 5,890-square-foot building is a former residence that was converted to a convent by the Roman Catholic Church and is now used as a senior living center.

The buildings in the district utilize a variety of construction materials. The most common is wood frame, although brick, concrete block, and adobe are also present. The most common exterior wall material is stucco, although wood siding and painted brick or block can also be found. Two houses in the neighborhood—at 237 North Colorado Street and 298 North Colorado Street—are early examples of concrete block construction with rusticated block as the exterior wall material.

Roofing material is predominantly asphalt shingle, which is the original material for many houses in the neighborhood, according to the 1924 and 1932 Sanborn insurance maps. The remaining houses have either wood shingles or clay tile. Windows are either wood or steel and with the sashes either double-hung or casements. Several homes have had windows replaced, with the new units composed of wood or aluminum. If this alteration is the only change to the original

house, the house is still generally considered to be a contributor. However, if other changes have been made along with the windows, the house is typically reclassified as noncontributing.

Because building efforts in the neighborhood spanned several decades, a wide variety of architectural styles are present. The oldest homes in the district, built between 1912 and 1930, are generally bungalows with Craftsman influence. Nineteen of the 74 buildings in the district (26 percent) are representative of this style. Their features include prominent front porches, exposed rafter ends and roof beams, triangular knee braces, and decorative shingles and ventilators on the gable ends of the roof. Some examples utilize simple wood porch columns while others employ concrete columns with Tuscan capitals. Noteworthy examples of the style can be found at 237 North Colorado Street (see Photo #13), 298 North Colorado Street (see Photo #11), 328 North Colorado Street (see Photo #10), 218 North Washington Street (see Photo #2), and 300 North Washington Street (see Photo #4).

The majority of homes in the district are examples of the Minimal Traditional Style (also known as Early Ranch or Transitional Ranch). These houses were generally built between 1938 and 1950. Forty of the 74 buildings in the district (54 percent) are representative of this style. These houses are typically small, with rectangular or L-shaped plans. Roofs are either hipped or gabled and are usually low-pitched. Porches are generally smaller than on Craftsman bungalows and may consist solely of a small hood immediately over the doorway. Most houses from this era utilize steel casement windows, although wood windows can also be found. Large picture windows on the front of the house are common, although not as common as in the later Ranch Style. Noteworthy examples of the style can be found at 265 North Colorado Street (see Photo #12), 319 North Colorado Street, 329 North Colorado Street, 337 North Colorado Street (see Photo #9), and 283 North Washington Street. Several of these were designed by the architectural firm of Lescher & Mahoney as part of a federal defense housing project during World War II.

The district also contains seven examples of the Ranch Style, built between 1945 and 1973. The Ranch-style houses are similar to the Minimal Traditional homes but generally have a larger footprint and more elongated plan. Board and batten walls are common, sometimes with brick wainscoting. Porches are typically larger than on Minimal Traditional houses. Windows are generally steel casements, although later examples may have aluminum sliders. Noteworthy examples of the style can be found at 376 North Colorado Street and 399 North Washington Street (see Photo #6). Interestingly, the latter began as a Minimal Traditional house in 1946, then was expanded and remodeled as a Ranch-style house in 1951.

There are also four examples of the Spanish Colonial Revival Style and one example of the Tudor Revival Style present in the district. The Spanish Colonial Revival homes were generally built between 1920 and 1940 and have stuccoed walls and clay tile roofs. Decorative features include clay scuppers, or *canales,* at the gable end of the roof and exposed log beams, or *vigas,* at the top of the walls. The best example of the style is at 308 North Washington Street (see Photo #5). The lone example of the Tudor Revival Style is at 301 North Washington Street, built in 1931. Characteristic of the style, it features a steeply pitched roof, an arched entryway and a prominent chimney.

Overall, the Silk Stocking Neighborhood Historic District retains a high level of integrity in terms of location, design, setting, materials, workmanship, feeling, and association. The district has always been residential in character and remains so to the present. Of the 74 resources in the district, 64 are contributing (approximately 86 percent) and 10 are noncontributing (approximately 14 percent). Only one of the noncontributors is due to age. Constructed in 1980, is a multi-family apartment building at the rear of the lot behind a contributing house that was recently demolished; it is not likely to ever be a contributor.

It should be noted that the nine buildings which are noncontributing due to a loss of integrity still fit the general pattern of the district, in terms of setback, size, scale, and building materials. For example, the house at 301 North Colorado Street is noncontributing due to window replacements and a modern stucco motif. However, the form and footprint of the building remain unchanged. Similarly, the house at 381 North Washington Street has a partially infilled front porch and large carport addition; however, many original features of the building, including the front bay window and canales, remain intact.

Inventory of Resources

The following inventory includes a list of all resources within the district with their date of construction and contributing status. Construction dates were obtained from aerial photos, U.S. census data, city council minutes, city directories, Sanborn fire insurance maps and other maps, newspapers, deeds, mortgages, and building plans. Properties are listed alphabetically by street then numerically by address.

Address			Year Built	Status	Reason Noncontributing
209	N.	Colorado St.	1942	Contributing	--
219	N.	Colorado St.	1942	Contributing	--
229	N.	Colorado St.	1942	Contributing	--
237	N.	Colorado St.	1920	Contributing	--
245	N.	Colorado St.	1942	Contributing	--
254	N.	Colorado St.	1942	Noncontributing	Integrity
255	N.	Colorado St.	1947	Contributing	--
265	N.	Colorado St.	1942	Contributing	--
274	N.	Colorado St.	1942	Contributing	--
275	N.	Colorado St.	1942	Contributing	--
282	N.	Colorado St.	1947	Contributing	--
283	N.	Colorado St.	1946	Contributing	--
291	N.	Colorado St.	ca. 1957	Contributing	--
298	N.	Colorado St.	1925	Contributing	--
299	N.	Colorado St.	1946	Contributing	--
300	N.	Colorado St.	1942	Contributing	--
301	N.	Colorado St.	1942	Noncontributing	Integrity
308	N.	Colorado St.	1942	Contributing	--
309	N.	Colorado St.	ca. 1968	Contributing	--
318	N.	Colorado St.	1921	Contributing	--
319	N.	Colorado St.	1942	Contributing	--
328	N.	Colorado St.	ca. 1924	Contributing	--
329	N.	Colorado St.	1942	Contributing	--
336	N.	Colorado St.	1929	Contributing	--
337	N.	Colorado St.	1948	Contributing	--
344	N.	Colorado St.	1947	Contributing	--
345-355	N.	Colorado St.	ca. 1980	Noncontributing	Age
365	N.	Colorado St.	1942	Noncontributing	Integrity
372	N.	Colorado St.	1922	Contributing	--
373	N.	Colorado St.	1942	Contributing	--
376	N.	Colorado St.	ca. 1973	Contributing	--
380	N.	Colorado St.	1947	Contributing	--
381	N.	Colorado St.	1942	Noncontributing	Integrity
388	N.	Colorado St.	1947 (moved to site, original construction date is unknown)	Noncontributing	Integrity
389	N.	Colorado St.	1942	Contributing	--
399	N.	Colorado St.	1942	Noncontributing	Integrity
380	N.	Delaware St.	1947	Contributing	--
398	N.	Delaware St.	1949	Contributing	--
60	E.	Detroit St.	ca. 1947	Contributing	--
239	E.	Erie St.	ca. 1962	Contributing	--
259	E.	Erie St.	1949	Contributing	--
277	E.	Erie St.	1949	Contributing	--
209	N.	Washington St.	ca. 1947	Contributing	--
217	N.	Washington St.	1937	Noncontributing	Integrity
218	N.	Washington St.	1919	Contributing	--
236	N.	Washington St.	1919	Contributing	--

Silk Stocking Neighborhood Historic District
Name of Property

Maricopa, AZ
County and State

Address			Year Built	Status	Reason Noncontributing
245	N.	Washington St.	1919	Contributing	--
254	N.	Washington St.	1942	Contributing	--
255	N.	Washington St.	1919	Contributing	--
264	N.	Washington St.	1919	Contributing	--
275	N.	Washington St.	1919	Contributing	--
282	N.	Washington St.	1919	Contributing	--
283	N.	Washington St.	1942	Contributing	--
290	N.	Washington St.	1929	Noncontributing	Integrity
291	N.	Washington St.	1919	Contributing	--
298	N.	Washington St.	1929	Contributing	--
299	N.	Washington St.	1940	Contributing	--
300	N.	Washington St.	1920	Contributing	--
301	N.	Washington St.	1931	Contributing	--
308	N.	Washington St.	1929	Contributing	--
309	N.	Washington St.	1945	Contributing	--
318	N.	Washington St.	ca. 1969	Contributing	--
328	N.	Washington St.	ca. 1925	Contributing	--
329	N.	Washington St.	ca. 1957	Contributing	--
332	N.	Washington St.	1920	Contributing	--
337	N.	Washington St.	1950	Contributing	--
345	N.	Washington St.	ca. 1925	Contributing	--
355	N.	Washington St.	ca. 1929	Contributing	--
364	N.	Washington St.	1921	Contributing	--
372	N.	Washington St.	1942	Contributing	--
381	N.	Washington St.	1929	Noncontributing	Integrity
388	N.	Washington St.	1938	Contributing	--
398	N.	Washington St.	ca. 1941	Contributing	--
399	N.	Washington St.	1946	Contributing	--

8. Statement of Significance

Applicable National Register Criteria

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

[X] A Property is associated with events that have made a significant contribution to the broad patterns of our history.

[ ] B Property is associated with the lives of persons significant in our past.

[ ] C Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.

[ ] D Property has yielded, or is likely to yield, information important in prehistory or history.

Criteria Considerations

(Mark "x" in all the boxes that apply.)

Property is:

[ ] A Owned by a religious institution or used for religious purposes.

[ ] B removed from its original location.

[ ] C a birthplace or grave.

[ ] D a cemetery.

[ ] E a reconstructed building, object, or structure.

[ ] F a commemorative property.

[ ] G less than 50 years old or achieving significance within the past 50 years.

Silk Stocking Neighborhood Historic District
Name of Property

Maricopa, AZ
County and State

Areas of Significance
(Enter categories from instructions.)

Community Planning and Development

Period of Significance

1912-1973

Significant Dates

1912

1942

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

Cultural Affiliation

Architect/Builder

Lescher & Kibbey

Claude Norris

Lescher & Mahoney

W.H. Snell

Andy Womack

A.P. Slawson

Period of Significance (justification)

The period of significance begins in 1912, when the Chandler Townsite was platted, and includes the houses in the Silk Stocking Neighborhood up to 1973, the year of buildout completion.

Criteria Considerations (explanation, if necessary) N/A

Statement of Significance Summary Paragraph (Provide a summary paragraph that includes level of significance and applicable criteria.)

The Silk Stocking Neighborhood Historic District qualifies for listing in the National Register of Historic Places under Criterion A due to its association with events that have made a significant contribution to the broad patterns of our history. The district is significant in the area of Community Planning and Development and qualifies for listing at the local level of significance.

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

Developed from 1912 to 1973, the Silk Stocking Neighborhood Historic District is significant as the only surviving residential district located within the original Chandler Townsite. Furthermore, it is significant as the most exclusive residential area developed within the townsite, with building restrictions which clearly set it apart from the other early neighborhoods. During its early years, it contained the largest and most expensive homes in Chandler and was home to several of the town's most prominent residents. When the town adopted a zoning ordinance in 1926—the first in Arizona—the Silk Stocking Neighborhood was zoned exclusively for single-family residential use, which further enhanced its desirability. Although building slowed during the Great Depression, it rebounded dramatically during World War II when a federal defense housing project resulted in the construction of over 20 new homes in the neighborhood. Building continued steadily after the war, with 17 houses constructed between 1945 and 1950. After that, building slowed, with an average of one new house every four years until 1973, when buildout was complete.

Developmental history/additional historic context information (if appropriate)

Chandler History

Dr. A.J. Chandler – The Early Years

The town of Chandler, Arizona, was established in 1912 by Dr. Alexander John ("A.J.") Chandler. Dr. Chandler was born on July 15, 1859, near Coaticook, Quebec, Canada. He studied veterinary medicine at the Montreal Veterinary College at McGill University, graduating with honors in 1882. He then moved to Detroit, Michigan, where he established a successful private practice. Much of his work was for one client, Dexter M. Ferry, a leading supplier of seed for Midwestern farmers. Dr. Chandler's knowledge of livestock nutrition was invaluable to the Ferry Seed Company's research to develop better strains of alfalfa and other feed crops.

In 1887, Will C. Barnes and C.M. Bruce, two officials from the Arizona Territory, traveled to Detroit to offer Dr. Chandler the position of Veterinary Surgeon. The post was responsible for overseeing the Livestock Sanitary Board, a new agency created to set health standards for the territory's growing cattle industry. The board had searched across the country to find the best man for the job before offering the position to Dr. Chandler. To their surprise, Dr. Chandler agreed to take the relatively low-paying job and move to Arizona. (See Figure 1 for a photo of Dr. Chandler in 1887.)

Unfortunately, when Dr. Chandler arrived in Arizona, the entire Southwest was in the midst of a severe drought. After just 30 days on the job, Dr. Chandler felt he could do no more and resigned his post. As he made plans to move on to California, there was a sudden deluge of rain, which halted all travel. For three weeks, the little town of Phoenix was nearly inundated by the torrential downpour. Dr. Chandler watched from his hotel room as the desert blossomed into a fantastic array of renewed life. The doctor, moved by what he saw and the possibilities it foretold, withdrew his resignation and decided to stay in Arizona.

Over the next five years, Dr. Chandler used his official capacity as Veterinary Surgeon to promote the development of a stock feed industry. He believed that the production of alfalfa on irrigated farmlands could support a thriving cattle industry, despite the lack of adequate natural forage in the barren terrain.

The Chandler Ranch, 1890-1911

In 1890, Dr. Chandler purchased 80 acres southeast of Phoenix and established his own small ranch and trading post. He contacted Dexter Ferry and other business associates in Detroit and convinced them of the potential for developing the surrounding land. They agreed to provide him with financial backing, and he began buying parcels of land from dry-farming homesteaders.

Two years later, Dr. Chandler resigned as Veterinary Surgeon and established the Consolidated Canal Company. By creating an efficient network of canals and installing electric pumps to draw groundwater, he was able to transform his ranch into a green, irrigated empire. Dr. Chandler was soon able to cultivate 3,000 acres, producing enough alfalfa and grain to feed 2,000 head of beef cattle and several thousand sheep. A small settlement known as Headquarters Camp was built at a site near what is now the northeast corner of Ray Road and Arizona Avenue. It included a ranch house, a blacksmith shop, a school and two wells.

In 1899, Dr. Chandler met with David Fairchild, an agent of the U.S. Department of Agriculture who had traveled around the world in search of seeds for new crops that could be grown in the United States. Fairchild believed that the Salt River Valley, with its hot, dry climate would be an ideal place for growing Egyptian cotton. This particular type of cotton was a "long-staple" variety. It produced extra-long fibers, which would make it a valuable crop for Arizona farmers. Dr. Chandler arranged to have some of the seeds shipped from Cairo and planted them on a five-acre parcel near Mesa. This first planting was successful, and Dr. Chandler became known as the first person to grow the prized Egyptian cotton on this continent.

Meanwhile, Dr. Chandler continued to acquire additional land; by 1904 his landholdings had grown to approximately 18,000 acres. His success at acquiring land prompted questions as to whether he had obtained the land illegally. His practices were eventually investigated by a congressional subcommittee which concluded that he had indeed violated the rules for land acquisition set forth under the Desert Land Act of 1877. Dr. Chandler, however, flatly denied any wrongdoing. Apparently the offense was deemed insignificant, because he was never prosecuted nor was he required to

return any of the land to the public domain. Furthermore, none of the recommendations made by the subcommittee to curb such abuses were ever put into effect.

Like many valley land owners, Dr. Chandler recognized that the only permanent solution to the area's water problem was to construct a storage reservoir on the upper Salt River, where the water flowed through steep canyons. A potential dam site had been surveyed in 1889, but area farmers lacked the resources to undertake such a monumental project. Dr. Chandler had even journeyed to Europe to convince wealthy aristocrats to invest in the project, but to no avail.

Congress solved the problem when it approved, and President Theodore Roosevelt signed, the National Reclamation Act on June 17, 1902. The act provided federal assistance for construction of irrigation works, including water storage dams. In February 1903, Dr. Chandler and other land owners incorporated the Salt River Valley Water Users' Association (SRVWUA) to entice the federal government, through the newly created U.S. Reclamation Service, to build Roosevelt Dam. The dam was one of the five original federal projects authorized on March 13, 1903 and was the first major project to be completed. Although Dr. Chandler was a member of the SRVWUA's executive committee, he decided not to enroll his land because the reclamation act limited to 160 acres the amount of ground for which any one owner could get water. Instead, in 1904 he organized the Mesa Improvement Company as a means to manage and ultimately liquidate his holdings. Three years later, Dr. Chandler agreed to sell the Consolidated Canal to the Reclamation Service. He also agreed to subdivide and sell his ranch in tracts of 160 acres or less, thereby making the land eligible for water that it otherwise would not have received.

In 1911, Roosevelt Dam was completed and the Mesa Improvement Company (later known as the Chandler Improvement Company) began selling Dr. Chandler's land in 10- to 160-acre parcels. Advertisements announcing the sale of the Chandler Ranch lands appeared in newspapers across the country.

The Chandler Townsite

In the process of subdividing his ranch, Dr. Chandler created a townsite, which was platted in December 1911. The townsite was one square mile in size and was aligned with the cadastral survey system so that its principal roadways were at section lines and its boundaries at half-section lines. The north-south streets were generally named after U.S. states, and the east-west streets were generally named after cities. The principal north-south street was Arizona Avenue and the primary east-west street was Cleveland Street (now Chandler Boulevard). (See Figure 2 for a map of the Chandler Townsite from 1911.)

Dr. Chandler brought in city planners and landscape architects from southern California to design the townsite. Their design was clearly based on the principles of the City Beautiful Movement, which became popular following the World's Columbian Exposition of 1893 in Chicago. The town plan featured a central business plaza laid out around a large park. Unique features of the plaza included fountains, landscaped boulevards, and footbridges over the Commonwealth Canal, which ran through the center of the park. The construction of commercial buildings around the park was carefully controlled with deed restrictions. Business owners were required to build "fireproof" buildings reflecting the latest architectural styles. The entire commercial district would be connected with a type of open colonnade known as a "pergola."

The centerpiece of the town would be the elegant Hotel San Marcos (NRHP listed 4/29/1982), designed by California architect Arthur Burnett Benton. Benton had been involved in the effort to preserve the original Spanish missions in California and later became a proponent of the Mission Revival Style. He is perhaps best known for the Mission Inn in Riverside, California, built in 1902. The Hotel San Marcos utilized the same architectural style and was the first reinforced cast-in-place concrete structure to be built in Arizona. It was also the first of many upscale golf resorts that would be built in the state to cater to wealthy winter visitors.

Dr. Chandler worked diligently to ensure that his new townsite would have railroad access. The plat map for the townsite reserved a strip of land near the east end of town for the railroad. Dr. Chandler's long-time business associate, Dexter Ferry, sat on the board of directors of the Southern Pacific Railroad and used his influence to make sure that the new Arizona Eastern Railroad would pass through Chandler. But when Arizona Eastern officials revealed their plans for building a small, simple depot, Dr. Chandler objected. He commissioned Arizona architects Royal W. Lescher and John R. Kibbey to draw up plans for a more impressive structure, also designed in the Mission Revival Style.

The townsite plat also reserved a large parcel of land at the northeast corner of Cleveland and California streets for a school building. By early 1912, the first members of the Chandler School District Board of Trustees had been elected and

work had begun on the new Chandler Grammar School (later known as the Cleveland School). Not surprisingly, the new schoolhouse was designed in the Mission Revival Style, matching the other important buildings in the new townsite.

Although there are many examples of City Beautiful planning in Arizona, Chandler represents the fullest expression of the movement in the state. Other examples were generally much smaller projects or were individual campuses rather than entire towns. For example, the Carnegie Library in Phoenix was situated at the center of a large park with pedestrian pathways, and the Phoenix Union High School campus consisted of three Beaux Arts-inspired buildings set within a circular drive. A smaller example of a completely planned community is the smelter town of Clarkdale, Arizona, which had five public buildings arranged around a park with different neighborhoods for the management and workers separated by race. None of these, however, were as ambitious as the townsite conceived by Dr. Chandler and his associates.

On May 17, 1912, the Chandler townsite office officially opened for business. By the end of the first day, more than $50,000 worth of lots in the new town had been sold. Sales continued at a brisk pace, particularly in the commercial district. By mid-1914, more than 40 businesses were operating in downtown Chandler, including three groceries, two lumberyards, two restaurants, four dry goods stores, two feed stores, two pool halls, a bank, a post office, a drugstore, a garage, three nurseries, two real estate offices, a newspaper, and a local telephone exchange. The Southside Gas and Electric Company provided electric power for the town.

Deed Restrictions

Like many proponents of the City Beautiful Movement, Dr. Chandler hoped that the park, the presence of the grand San Marcos Hotel, and a uniform design standard for downtown would help raise and maintain property values. However, to ensure this, he made use of deed restrictions in the majority of his sales.

The deeds for all of the lots designed for commercial use carried restrictive clauses as to the type, cost and design of the construction. Business buildings were required to be of "fireproof construction," with a first floor ceiling not less than 14 feet high for a distance of not less than 20 feet back from the front sidewalk. It was also required that the portion of the pergola between the colonnade and the building be completed by the owner at the time of erection of the building and be "in uniformity with the general pergola plan adopted by the Mesa Improvement Company." The dates for the beginning of construction were variously stated as "immediately," "within 60 days," or, in some deeds, a specific date was stated. Each owner was enjoined to "prosecute the construction of said building to completion with reasonable diligence." The restrictions in the deed typically remained in effect for 15 years.

Many residential lots also carried deed restrictions. Some simply stated that the properties were only allowed to have residential uses, while others dictated that the homes constructed be located no closer than 20 feet from the front property line and six feet from each side property line. Garages and other accessory structures were typically permitted, but only on the rear half of the lot. The most exclusive lots carried restrictions dictating the minimum cost to build a house on the lot. For example, on Colorado Street in the Silk Stocking Neighborhood, a lot sold in 1917 carried a restriction of $1,500. By 1919, the cost had increased to $2,000, and by 1921, it had increased to $2,500. On Washington Street, a lot sold in 1919 carried a restriction of $2,000. By the following year, the cost had increased to $3,000, and by 1928, it had increased to $3,500. The Washington lots appear to have been more restrictive than the Colorado lots, which still had a cost of $2,500 in 1928. Again, the restrictions in the deed typically remained in effect for 15 years, although it appears that all of them were set to expire by the mid-1930s.

Interestingly, none of the deed restrictions addressed the subject of race. In upscale developments in other communities, it was common to limit ownership and leasing of the property to those of the "White or Caucasian race." The Encanto-Palmcroft and Country Club Place neighborhoods in Phoenix are prime examples of where this type of restriction took place. Despite the fact that race was not specifically addressed in the Chandler deed restrictions, there was still a de facto segregation based on income. As most Hispanics and African Americans were less wealthy, they tended to settle in the less desirable areas of the town, or outside of the town entirely. These groups created their own business and social institutions, since they were often excluded from Anglo establishments.

Incorporation

Good city planning, the promise of fertile lands, and guaranteed water allowed Chandler to grow quickly in its early years. However, the burgeoning population soon placed more demands on the Chandler Improvement Company for electricity, water and other amenities than it could supply, prompting open talk about incorporating the town as early as 1918.

On January 21, 1920, a mass meeting of the townspeople showed an overwhelming sentiment for incorporation. A week later, a group of the leading citizens met to make the final arrangements. The corporate limits were determined and a new petition was prepared. The town boundaries encompassed an area somewhat larger than the original townsite but did not include the 80-acre San Marcos golf course.

By mid-February, all the required signatures had been obtained. On February 16, 1920, a Chandler delegation presented the completed petition to the Maricopa County Board of Supervisors. After an examination of the document and a short period of questioning, the board approved the establishment of Chandler as a municipal corporation under the laws of the state. The board also appointed the first common council for the town and unofficially named Dr. Chandler as the first mayor.

The first meeting of the Common Council of Chandler was held the following night, at which time the council officially elected Dr. Chandler as mayor. The other members were David A. Jacobson, J.B. Weber, Abe Lukin, and Henry L. Peterson. Arthur E. Price, who had devoted much of his time to the legal aspects of incorporation, became the first town attorney and drew up the first ordinances. Other early officials were W.W. Pickrell, town clerk; Daniel M. Arnold, police judge; and C.L. Malone, town marshal. Lukin, Peterson, Price, and Arnold all owned property and/or lived in the Silk Stocking Neighborhood.

At his own request, Dr. Chandler served as mayor for only a short time. At the first council election, held in May 1920, his name did not appear on the ballot. Elected at this time were Jacobson, Joseph Smith, Hugh C. Gardner, George R. Armstrong, and Fred S. Seaver. Jacobson was unanimously selected as mayor. Gardner and Armstrong both owned property and lived in the Silk Stocking Neighborhood.

The exact population of Chandler at the time of incorporation is unknown, since the 1920 census was enumerated before the middle of February. However, the census does show that the population of the East Chandler Precinct was 2,764, while the West Chandler Precinct was home to 3,224 residents. Later that year, the population within the corporate limits was estimated at 1,600.

Zoning Ordinance

By 1925, continued growth, the looming expiration of the original deed restrictions, and the desire to better manage future expansion prompted town officials to consider the adoption of a zoning ordinance. (See Figure 3 for an aerial photo of Chandler ca. 1925.) At the time, zoning was still a relatively new concept in the United States. The U.S. Supreme Court upheld the constitutionality of zoning in the case of *Village of Euclid, Ohio v. Ambler Realty Company* in 1926. However, the State of Arizona had already passed legislation in 1925 enabling cities and towns to establish zoning ordinances. By December of that year, the population of Chandler was divided into two committees to discuss the zoning recommendations put forward by planning consultant Charles H. Chesney. The town council ultimately endorsed the recommendations, and two months later, on February 10, 1926, the new zoning ordinance was passed by voters 76 to 63, with all but three of the eligible landowners casting a vote. Thus, Chandler became the first municipality in Arizona to adopt a zoning ordinance, even before the U.S. Supreme Court issued its decision in the *Euclid v. Ambler* case. Interestingly, the *Chandler Arizonan* noted that many voted against the law for precisely this reason—because they were reluctant to become the first city in the state that was subject to zoning regulations.

In many ways the new zoning ordinance mirrored the intent of the original deed restrictions. Property uses were still strictly controlled, and the design guidelines for the downtown area were retained. The document also placed an emphasis on maintaining the low density and suburban appearance of the town and on protecting the health and safety of the community by prohibiting certain activities from taking place within the city limits. As part of his recommendations, Chesney prepared a site plan for future growth and amenities. This plan closely resembled the ideals of the City Beautiful Movement with its emphasis on parks and curvilinear parkways, which were a notable departure from the prevailing grid pattern. Generally, the plan was not implemented, except for the proposed relocation of the golf course from the east side of the railroad tracks to behind the San Marcos Hotel.

The Silk Stocking Neighborhood benefited from the zoning ordinance inasmuch as the entire neighborhood was zoned as a Class 1 District, meaning that it was zoned exclusively for single-family residential use. The only exception was at the northwest corner of Colorado and Cleveland streets which was zoned as a Class 6 District, for public and semi-public uses, reflecting the presence of the Roman Catholic Church at that corner. (See Figure 4 for a zoning map of Chandler from 1926.)

Development of the Silk Stocking Neighborhood

Early Neighborhood Development, 1912-1931

From the beginning, it was clear that the Silk Stocking Neighborhood would become Chandler's premier residential area. In fact, in 1919 the *Chandler Arizonan* observed that "Washington Street seems destined to become the leading residence street of Chandler." The neighborhood was ideally located farthest away from the designated industrial area and closest to the golf course (initially located east of the railroad tracks) and the majestic Chandler High School campus, which opened in 1921. The deed restrictions, which were higher than anywhere else in the town, coupled with single-family residential zoning, further enhanced the desirability of the neighborhood. The area was dubbed "Silk Stocking Row" by a 1919 newspaper commentary which noted that the man who could afford to meet the $3,000 minimum building cost to construct his home there could also afford to buy his wife silk stockings. For better or worse, the name stuck. Current Silk Stocking resident Dorothy Ruoff, who also grew up in the neighborhood, recalls the name being used as early as 1937. It became official in 2004 when the Silk Stocking Neighborhood Association registered with the City of Chandler.

Despite the lure of exclusivity, it took several years before the first residences began to appear in the neighborhood. It is possible that the lots were not immediately offered for sale, but it is more likely that the high degree of restriction made it difficult for potential buyers to purchase and build on them. Ironically, the three buildings that were likely the first in the neighborhood were not the upscale residences that had the town's boosters had envisioned. One was a small dwelling at the rear of the lot at 254 North Colorado Street, presumably built by Robert W. Merrell & Gladys F. Merrell, who signed a purchase agreement with the Chandler Improvement Company in 1917. The lot had a minimum building cost of $1,500 at the time, so it is unclear whether the undersized "alley house" was built legally. The second building was the structure that originally housed the Chandler Improvement Company. This wood frame building was relocated to the southwest corner of Delaware and Erie streets (now 398 North Delaware Street) and converted to a residence. Likewise, the structure that served as the Chandler Improvement Company's second office was moved to the west side of Colorado Street just north of Cleveland Street and was converted to a residence. It was occupied by Ernest J. Koch, who was vice president of the Bank of Chandler and secretary and manager of the Chandler Improvement Company.

By 1919, 10 additional houses had been completed or were under construction. These properties were all on Washington Street, on the block between Colorado and Detroit streets:

- Arthur E. Price & Louise C. Price House, 201 North Washington Street (now demolished)
- Henry L. Peterson & Cora A. Peterson House, 218 North Washington Street;
- Will H. Robinson & Grace P. Robinson House, 236 North Washington Street;
- Louis Henry & Velma Henry House, 245 North Washington Street;
- Samuel A. Meyer & Vera J. Meyer House, 255 North Washington Street;
- Hugh C. Gardner & Florence May Gardner House, 264 North Washington Street;
- Daniel M. Arnold & Emma C. Arnold House, 275 North Washington Street;
- Joseph D. Thorn, Jr. & Caroline G. Thorn House, 282 North Washington Street;
- George L. Gollands & Lillian R. Gollands House, 291 North Washington Street; and
- Clarence A. Baldwin & Emma H. Baldwin House, 100 East Chandler Boulevard (now demolished).

These houses were generally brick bungalows designed in the Craftsman Style with stuccoed exteriors. They ranged in price from $4,000 to $10,000, well above the average for a house in Chandler. Several of these houses were built on multiple lots, making them even more impressive. Their occupants were all relatively wealthy white collar professionals. Price was town attorney and vice president of the Chandler Improvement Company. Peterson was a rancher, real estate broker, and vice president of the Chandler Chamber of Commerce. Robinson was a noted author and member of the State Board of Agriculture & Horticulture; his wife, Grace, was manager of the San Marcos Hotel. Henry was a popular painter and interior designer who worked on many of the early buildings in Chandler. Meyer was editor of the *Chandler Arizonan;* Gardner owned the Gardner & Harmer Pharmacy. Arnold was a bookkeeper for the Chandler Garage; Thorn was an owner of the Reliable Hardware Company; and Baldwin and Gollands were cashier and assistant cashier for the Bank of Chandler. The neighborhood was well represented in local government, as Price, Peterson, and Gardner served on the town council and Arnold served as police judge. Price also served as town attorney and Peterson served on the school board and as truant officer.

Although all of these houses were impressive in their own right, it was generally agreed that the most remarkable house belonged to Peterson. The home was a large, single-story bungalow with a prominent front porch, classical columns, and stucco-clad exterior walls. Designed by the Phoenix architectural firm of Lescher & Kibbey and built by Phoenix contractor

W.H. Snell, the home cost $10,000 to construct. The grounds were done by Henry Kunst, "expert landscape gardener" for the San Marcos Hotel. In separate articles, the *Chandler Arizonan* described the house as "easily the most handsome" and "most pretentious" residence in the town.

The following year, three more houses were constructed. These included a new house at 300 North Washington Street for Samuel A. Meyer & Vera J. Meyer, who moved from their old home at 255 North Washington Street; a new house at 332 North Colorado Street for Najeeb Basha & Najeeby Basha; and a new house at 237 North Colorado Street for John "Jack" Johnson & Lutie Galt Johnson. The Bashas were Lebanese immigrants who had been in the dry goods business for years before coming to Chandler in 1920. They and their children would go on to establish the Bashas' supermarket chain, which as of May 2010, consisted of over 165 stores serving every county in Arizona, as well as parts of California and New Mexico. The home they built in the Silk Stocking Neighborhood cost $5,000 and occupied three lots. Mr. Johnson was a rancher who built his home of rusticated concrete block—one of the first residences in the townsite to make use of the material.

Between 1921 and 1925 an additional seven homes were constructed:

- Commodore Perry Rogers & Ella L. Rogers House, 318 North Colorado Street, built 1921;
- Robert M. Tyler & Charlotte Tyler House, 364 North Washington Street, built 1921;
- George A. Vance & Martha Vance House, 372 North Colorado Street, built 1922;
- Louis Henry House, 328 North Colorado Street, built ca. 1924;
- Henry A. Stewart & Marie Stewart House, 298 North Colorado Street, built 1925;
- Abe Lukin & Lucille Lukin House, 328 North Washington Street, built ca. 1925; and
- Orpha B. Barr House, 345 North Washington Street, built ca. 1925.

At least two of these residences, the Lukin and Barr houses, appear to have been built as rentals, as city directories indicate that their owners lived elsewhere in the town. While some of these owners were blue collar workers—Tyler was a carpenter and Stewart was a blacksmith—they were sufficiently wealthy to build a home that met the minimum cost requirements for the neighborhood. Vance was an owner of Vance Brothers Bakery and served as town marshal. Lukin was one of the first members of the town council and operated a grocery business.

Between 1926 and 1928, no new homes were built in the neighborhood. (See Figure 5 for a map showing buildings in Chandler in 1926.) However, in 1929, six new residences were constructed. These included the Felix Marion Brown House at 336 North Colorado Street; the Edward S. Goff & Grace M. Goff House at 308 North Washington Street; and the Fred V. Price & Loreen Ackley Price House at 355 North Washington Street. Brown was a retiree, Goff owned his own automobile dealership, and Price was a teller for the Bank of Chandler and a member of the town council.

In addition, Ralph Hults, manager of the city realty department of the Chandler Improvement Company, built two houses on speculation, at 381 North Washington Street and 355 North Colorado Street. Unlike the earlier homes, which were largely Craftsman bungalows, these were "modern Spanish bungalows," designed in the Spanish Colonial Revival Style. The two homes, which were designed by architect Claude Norris, with George Bissell as supervising architect, were the first of 16 "inspirational homes" planned by the firm, in partnership with the Lincoln Mortgage Company. The Washington Street residence was used as a model home and was open to the public for a special six-day event during "Better Homes Week." The event was widely advertised, and the *Chandler Arizonan* reported that 800 people saw the model during this time.

Other property owners also engaged in speculative building efforts during this time. William H. Pace, who was the general manager of the Alfalfa Milling Company of Arizona, purchased two lots in the Silk Stocking Neighborhood, at 290 & 298 North Washington Street. He built a Spanish Colonial Revival-style residence on each lot, similar to the ones built by Hults. Pace and his wife, Anamae, had originally planned to live in the house at 290 North Washington Street, but instead decided to build themselves a $13,000 home on a five-acre tract at Chandler Homeacres.

Unfortunately, these speculative efforts were not without their problems. A number of mechanics' liens were filed against the Pace properties during the summer of 1929. When the stock market crashed in October 1929, it spelled the end of the project, as the economy spiraled downward into the Great Depression. Pace was forced to sell the properties in 1931, even though the house at 298 North Washington Street was still not completed. This house was eventually owned and occupied by Loran P. Cloward & Daisy Cloward; Mr. Cloward was manager of the Pecos Valley Alfalfa Mill and a member of the town council. The house at 290 North Washington was eventually owned and occupied by J. Eugene Dudding & Mona E. Dudding; Mr. Dudding was the proprietor of Dudding's Rexall Drugs and was also a member of the town council.

Due to the comparative wealth of Silk Stocking residents, the neighborhood was still in a good position financially and politically to seek improvements in city services. One project that greatly enhanced the appeal of the area was the paving of Washington Street in 1930. Like the previous downtown paving project in the mid-1920s, the project concentrated on the business areas of downtown. The notable exception to this was the paving of Washington Street, which was the only purely residential project. Improvements included concrete paved roads, sidewalks, driveways, and curbing. The project was to be paid for by taxing the beneficiaries of the project. Such a luxury may have been available to other residents of Chandler, but it is likely that only those of Washington Street could afford to pay the cost. The project was officially awarded to O.F. Fischer by the town council in June and was completed later that year.

One final house was built in 1931, before building came to a six-year standstill during the Great Depression. This house was located at 301 North Washington Street. It was owned and occupied by Berta Festner, a widow who was a retired newspaper publisher. This house is the lone example of a Tudor Revival-style residence in the neighborhood, and represents the close of the Period Revival era in Chandler architectural history.

A Time of Transition, 1931-1945

Due to the expiration of the original deed restrictions, the financial hardships of the Great Depression and World War II, and changing tastes, homes in the Silk Stocking Neighborhood built after 1931 were generally smaller and less ornate middle-class homes built in the Minimal Traditional or Ranch styles. Because most lots on Washington Street had already been built on by this time, most new construction took place on Colorado and Delaware streets from the mid-1930s through the mid-1950s. However, throughout the 1930s and 1940s, the Silk Stocking Neighborhood retained its association with downtown businessmen and leading citizens. Residents at this time included Frederick P. Austin, who was the first superintendent of Chandler Schools; Wilfred G. Austin, who also served as Chandler school superintendent; and R. Lynn Williams who was the editor and publisher of the *Chandler Arizonan* and a member of the town council. In 1937, Joe & Alice Woods, owners of Chandler's Rowena and Parkway movie theaters moved from their home in the Old Town district southwest of downtown to 245 North Washington Street in the Silk Stocking Neighborhood. Their daughter, Dorothy Woods Ruoff, recalls the friendly atmosphere of the area, remembering it as a close-knit and safe community where children played at the banks of the canal before it was covered by Erie Street and where their parents took great pride in their homes and often spent the evenings outside visiting with each other on the porch.

World War II brought even more changes to Chandler. The founding of Higley Field in 1941 (renamed Williams Field in 1942 and Williams Air Force Base in 1948) approximately 10 miles east of Chandler marked an important point in the town's development. Over a span of 52 years, more than 26,500 men and women earned their wings at Williams. The base was the U.S. Army Corps' foremost pilot training facility, graduating more student pilots and instructors than any other base in the country and supplying 25 percent of the Air Force's pilots annually.

Throughout the summer of 1941, the site of the new air base was the scene of feverish activity. Runways, shops, streets, and buildings of all kinds were hastily constructed. Scores of airmen and construction personnel sought living quarters in Chandler, where housing had been inadequate for years. Some lived in garages, hastily equipped with the barest necessities; sometimes several men would jointly rent a house, if they were fortunate enough to find one. Many of the newcomers had the foresight to bring house trailers, and space was provided for these in several different locations.

In order to accommodate the influx of new residents, Chandler undertook its biggest building program in 15 years. By December 7, 1941, many new homes and stores were under construction. A few days later, the town was designated a defense area with the consequent release of many priority materials. In February 1942, the Chandler Housing Corporation, financially assisted by the Federal Housing Administration, planned and subsequently constructed 62 homes in the north part of the community. Of the 62 homes, 23 were constructed on Washington and Colorado streets in the Silk Stocking Neighborhood. Twenty-one of these homes are still standing today. The plans for the defense housing project were designed by the architectural firm of Lescher & Mahoney, and the homes were constructed by Andy Womack. The two- and three-bedroom frame and stucco homes were designed in the Minimal Traditional Style, representing a notable departure from the earlier Craftsman and Period Revival homes in the neighborhood.

The Postwar Years, 1945-1973

Although no new homes were constructed in 1943 or 1944, building began in earnest once again in 1945, when the war came to a close. Between 1945 and 1950 a total of 17 new homes were constructed in the Silk Stocking Neighborhood. These homes were designed in the Minimal Traditional and Ranch styles. While the neighborhood had become home to more blue collar residents, it still retained its reputation as one of the premier residential areas in Chandler. Neighborhood residents during this time included Wayne C. Stapley, vice president of the O.S. Stapley Company; Homer S. Kerby, who

owned an automobile dealership and was a member of the town council; A.C. Plake and George Trosper, who also served as councilmen; Bert L. Lewis, who served as both a councilman and mayor; Nelson T. Roach, who served as town clerk; Jerry Skousen, owner of Diamond S Real Estate & Construction; Robert H. Althoff, who also owned a real estate agency; Jackson Bogle, owner of Bogle Farms; and Leonard F. Monti, who owned Monti's La Casa Vieja Restaurant. The neighborhood was also home to La Vonne "Bonnie" Record who, according to the *Phoenix Gazette,* was Arizona's only female fire chief in 1955. Following the death of her husband, Morris H. "Tex" Record, Bonnie became the holder of the state's largest fire fighting franchise, Southside Fire Protection, with 14 paid men on call. She operated the franchise from her home at 298 North Colorado Street.

Building slowed after 1950, with only two homes built in 1957, one in 1962, one in 1968, one in 1969, and one in 1973, when buildout was complete. The later homes include multi-family residences, which became increasingly common as the original single-family zoning was changed. (See Figure 6 for an aerial photo of Chandler ca. 1960, near the end of the period of significance.)

St. Mary's Catholic Church

No history of the Silk Stocking Neighborhood can be considered complete without a discussion of St. Mary's Catholic Church. The church was one of the town's most venerable institutions and, for many years, was located on Colorado Street, just north of Cleveland Street. The first Sunday Mass for Chandler's Catholic congregation was held on March 30, 1915 in the Koch residence, about a year after the family moved to Chandler from Los Angeles. The home had previously been the second office of the Chandler Improvement Company before being moved to its location on Colorado Street in 1914. Priests from Tempe and Phoenix drove in weekly to celebrate mass. The Koch family was known for their kindness to the Hispanic population of the town and often assisted other church members seeking a priest for the sick or dying. Many years later, one of the Koch daughters recalled that "my mother and my sister were always interested in the Mexican residents." According to a newspaper account, the Koch family's sensitivity may have stemmed from their own background—Mr. Koch was half German and half Spanish and Mrs. Koch was Spanish.

Mass was held in the Koch residence for many years until the congregation was able to begin building a church. One of the priests who gave mass in the house was Rev. James Davis, who later became the Archbishop of Santa Fe. Rev. Davis helped build the basement of the original church where mass was held until the rest of the building was finished in 1935. Construction was completed in part by the personal labor of Rev. Vincent Mestre, who was the first pastor of St. Mary's Church. He later built himself a home on Washington Street, immediately west of the church property. Other members of the construction crew included Chandler's prominent Hispanic families such as the Navarrete family, whose son Raul became Chandler's first Hispanic mayor. St. Mary's Church was an adobe building designed in the Mission Revival Style, with simple ornamentation. Less than a year after finishing construction, the congregation was already working on a 14' x 35' addition to the rear of the church to house the sacristy, offices for the church, and living rooms. Work also included finishing the plastering on the inside walls and installing a new altar donated by a Catholic parish in Chicago.

In 1938, Rev. Joseph N. Patterson came to Chandler and built a successful ministry that served both the Hispanic and Anglo Catholic populations in the town. Chandler resident Mollie Muniz remembers the St. Mary's ministry as a focal point for the Hispanic population. Upon arrival, Rev. Patterson saw a need to provide recreational services to the youth of Chandler. The padre organized sports clubs, religious organizations, outings, and drama programs designed especially for youth. To support the project, Rev. Patterson converted the Church basement into a youth center and furnished it with a pool table and a stage on his own credit. An *Arizona Republic* article written three years after his arrival reported that Rev. Patterson had effectively solved the problem of delinquency among the Hispanic children of Chandler, which had become a "problem of no little concern to residents of that community." The congregation held other community programs such as fundraisers, summer Bible school, and an annual fair.

When the Catholic congregation had grown sufficiently, Rev. Patterson initiated yet another building program in 1944 to construct a Catholic grade school on the same grounds as the Church to offer an alternative to Winn School, which was specifically set aside for Hispanic students. The first principal, Sr. Rita Marie, presided over a school that boasted four classrooms, six grades, and a total of 123 students, all of it built by Rev. Patterson and church members. Eventually, the parish would construct a high school and offer a private Catholic K-12 education. The high school—Seton Catholic—was named a diocesan school in 1973, operating under the supervision of the Diocese of Phoenix. Unfortunately, in 1980 the school was destroyed by a tragic fire. The campus was rebuilt in 1983 at a new site approximately three miles away at Dobson and Ray roads. Ultimately, the entire property owned by the diocese was demolished and nothing remains today except for several vacant lots.

Conclusion

On May 24, 1954, Chandler's status was upgraded from town to city. In the years that followed, its population increased dramatically. In 1950, there were only 3,800 residents; forty years later the number had risen to 90,533. By 2000, the city's population had increased to 176,581. Much of this growth was fueled by the establishment of manufacturing plants for communications and computing firms such as Motorola and Intel. A 2005 census estimate put the fast-growing city's population at 234,939, making it the fifth largest city in Arizona.

Although the Silk Stocking Neighborhood is no longer the exclusive area it once was, it is making a comeback due to the efforts of long-time residents and new owners who have taken an interest in historic preservation. Support from the City of Chandler Neighborhood Resources Division has been vital to the rehabilitation effort. The future of the neighborhood is bright, and its past will never be forgotten.

9. Major Bibliographical References

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Previous documentation on file (NPS):

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

Primary location of additional data:

X State Historic Preservation Office
___ Other State agency
___ Federal agency
X Local government
X University
X Other
Name of repository: Chandler Historical Society

Historic Resources Survey Number (if assigned): SS021-SS053, SS055-SS062, SS064-SS092, SS116-SS120

10. Geographical Data

Acreage of Property 25.3 acres
(Do not include previously listed resource acreage.)

UTM References

(Place additional UTM references on a continuation sheet.)

	Zone	Easting	Northing		Zone	Easting	Northing
1	12	421732	3685944	3	12	421980	3685543
2	12	422038	3685941	4	12	421733	3685543

Verbal Boundary Description (Describe the boundaries of the property.)

Lots 214-260 (even only), 296-348, and 349-391 (odd only), CHANDLER, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 5 of Maps, Page 34.

Boundary Justification (Explain why the boundaries were selected.)

The historic district boundaries represent the only intact residential area remaining in the original Chandler Townsite and generally follow the boundaries of the present-day Silk Stocking Neighborhood Association.

11. Form Prepared By

name/title Kevin Weight, Consultant

organization City of Chandler date May 31, 2011

street & number 6604 South Pearl Drive telephone 602-538-1538

city or town Chandler state AZ zip code 85249

e-mail ksweight@yahoo.com

Additional Documentation

Submit the following items with the completed form:

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

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

- **Continuation Sheets**

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

Photographs:

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

All photographs were taken by Kevin Weight.

1 of 14
Date Photographed: November 21, 2008
Description of Photograph: 200 block North Washington Street looking north

2 of 14
Date Photographed: November 21, 2008
Description of Photograph: 218 North Washington Street looking west

3 of 14
Date Photographed: November 21, 2008
Description of Photograph: 300 block North Washington Street looking north

4 of 14
Date Photographed: November 21, 2008
Description of Photograph: 300 North Washington Street looking west

5 of 14
Date Photographed: November 21, 2008
Description of Photograph: 308 North Washington Street looking west

6 of 14
Date Photographed: December 6, 2008
Description of Photograph: 399 North Washington Street looking southeast

7 of 14
Date Photographed: December 6, 2008
Description of Photograph: 300 block alley between Washington & Colorado Streets looking south

8 of 14
Date Photographed: November 21, 2008
Description of Photograph: 300 block North Colorado Street looking south

9 of 14
Date Photographed: December 6, 2008
Description of Photograph: 337 North Colorado Street looking east

10 of 14
Date Photographed: November 21, 2008
Description of Photograph: 328 North Colorado Street looking west

11 of 14
Date Photographed: November 21, 2008
Description of Photograph: 298 North Colorado Street looking west

12 of 14
Date Photographed: December 6, 2008
Description of Photograph: 265 North Colorado Street looking east

13 of 14
Date Photographed: December 6, 2008
Description of Photograph: 237 North Colorado Street looking east

14 of 14
Date Photographed: November 21, 2008
Description of Photograph: 200 block North Colorado Street looking north

Property Owner:

(Complete this item at the request of the SHPO or FPO.)

name _____

street & number _____ telephone _____

city or town _____ state _____ zip code _____

Paperwork Reduction Act Statement: This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C.460 et seq.).
Estimated Burden Statement: Public reporting burden for this form is estimated to average 18 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Office of Planning and Performance Management. U.S. Dept. of the Interior, 1849 C. Street, NW, Washington, DC.

Index of Figures

Figure 1. Dr. A.J. Chandler, 1887.

Figure 2. Plat map for Chandler townsite, December 1911.

Figure 3. Aerial photo of downtown Chandler, looking north, ca. 1925.

Figure 4. Chandler Zoning Map, March 1926.

Figure 5. Water Works System Map, December 1926.

Figure 6. Aerial photo of downtown Chandler, looking northeast, ca. 1960.

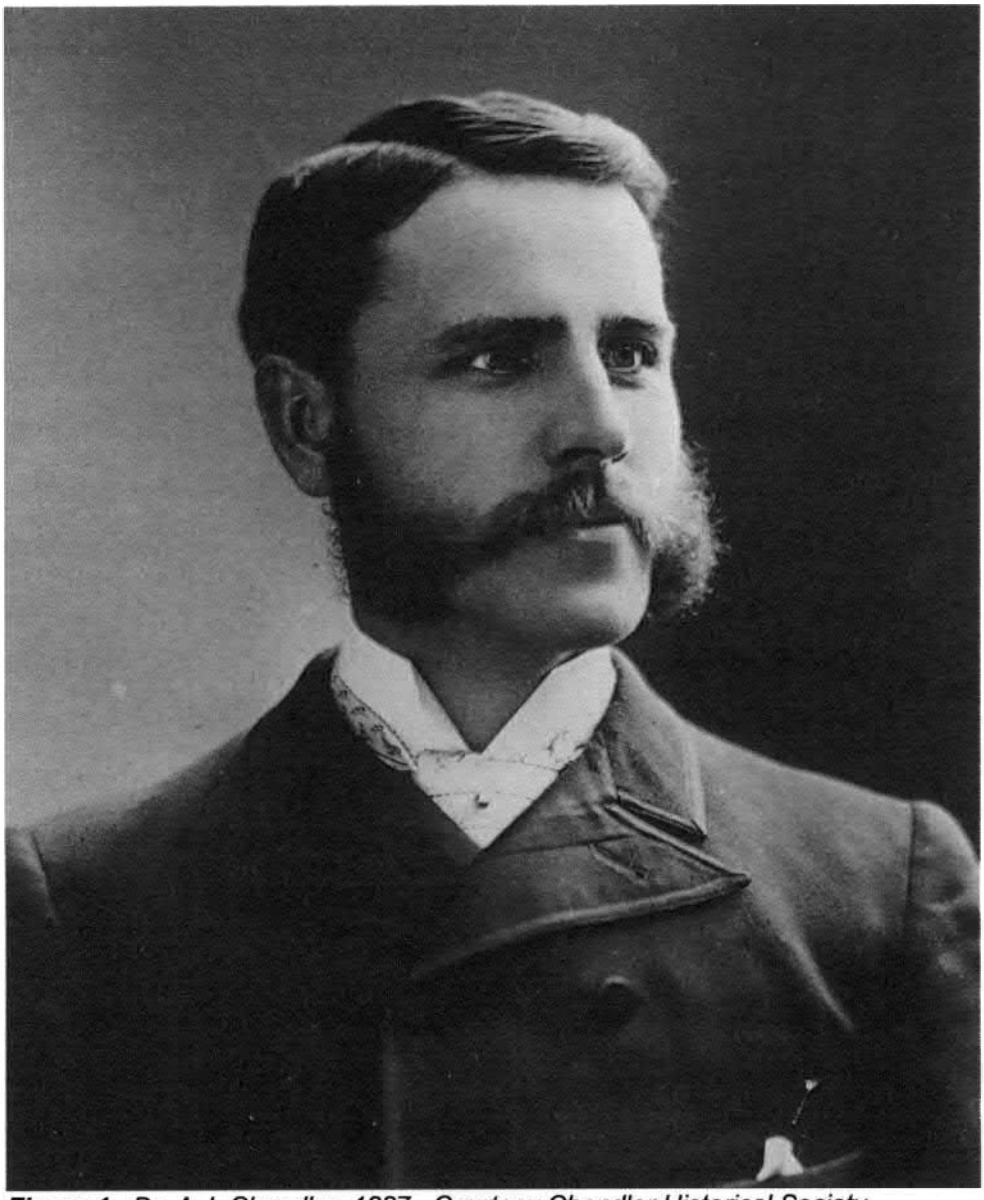


Figure 1. *Dr. A.J. Chandler, 1887. Courtesy Chandler Historical Society.*

United States Department of the Interior
National Park Service

National Register of Historic Places
Continuation Sheet

Silk Stocking Neighborhood Historic District
Name of Property Maricopa County, Arizona
County and State N/A
Name of multiple listing (if applicable)

Section number Additional Documentation Page 24

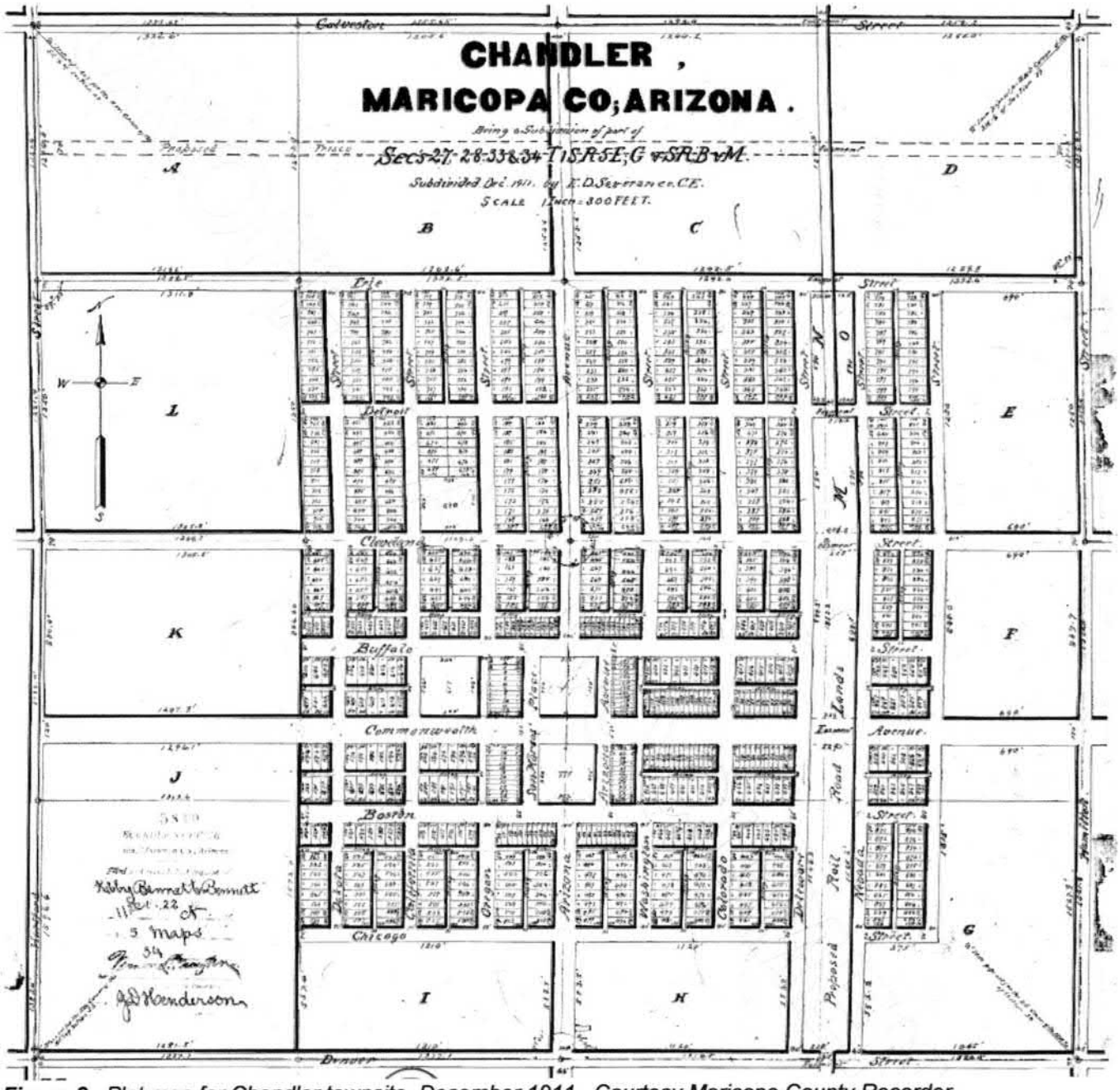


Figure 2. *Plat map for Chandler townsite, December 1911. Courtesy Maricopa County Recorder.*

United States Department of the Interior
National Park Service

National Register of Historic Places
Continuation Sheet

Silk Stocking Neighborhood Historic District
Name of Property Maricopa County, Arizona
County and State N/A
Name of multiple listing (if applicable)

Section number Additional Documentation Page 25



Figure 3. *Aerial photo of downtown Chandler, looking north, ca. 1925. The Silk Stocking Neighborhood is at the upper right side of the photo. Courtesy Chandler Historical Society.*

United States Department of the Interior
National Park Service

National Register of Historic Places
Continuation Sheet

Silk Stocking Neighborhood Historic District
Name of Property Maricopa County, Arizona
County and State N/A
Name of multiple listing (if applicable)

Section number Additional Documentation Page 26

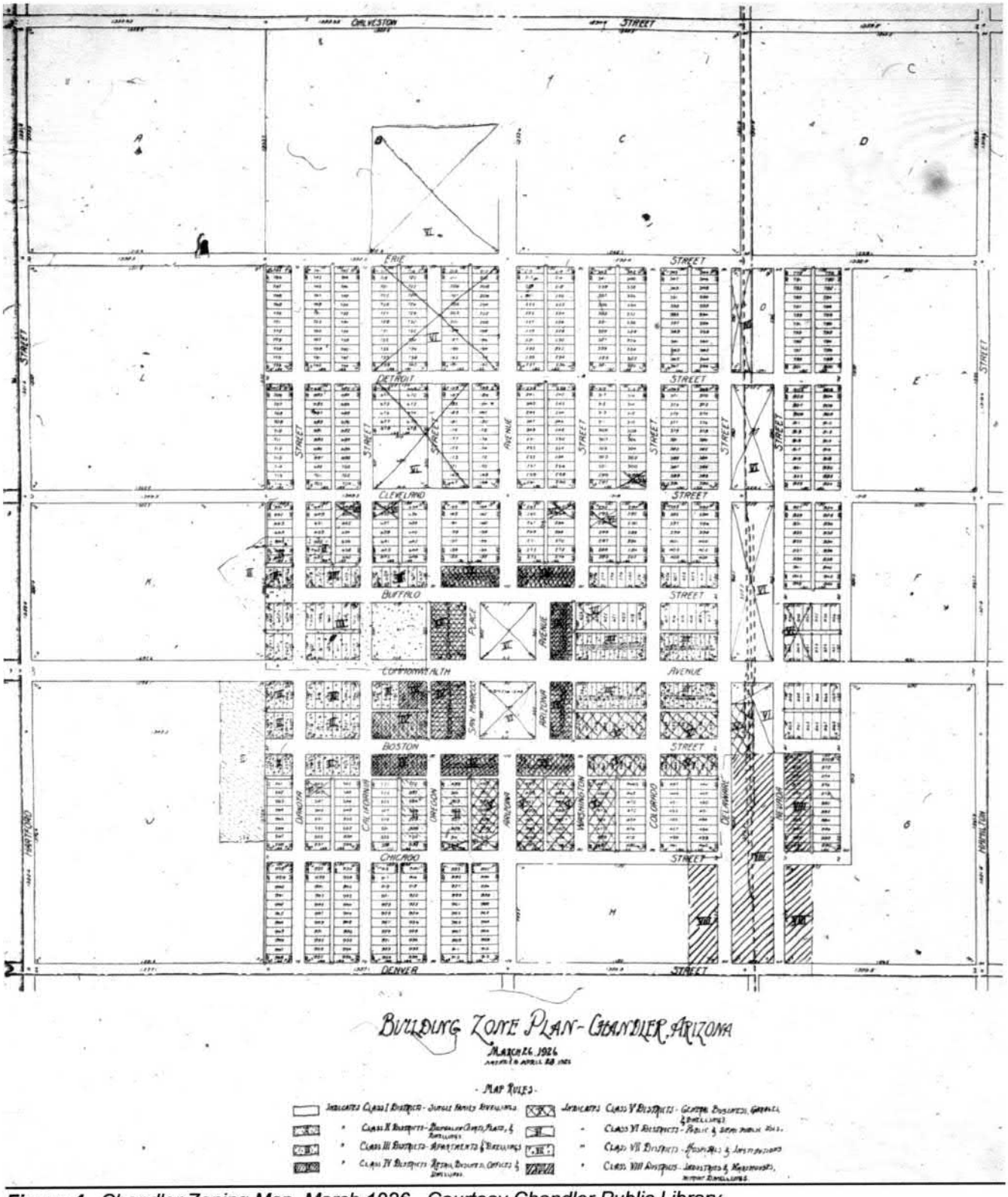


Figure 4. *Chandler Zoning Map, March 1926. Courtesy Chandler Public Library.*

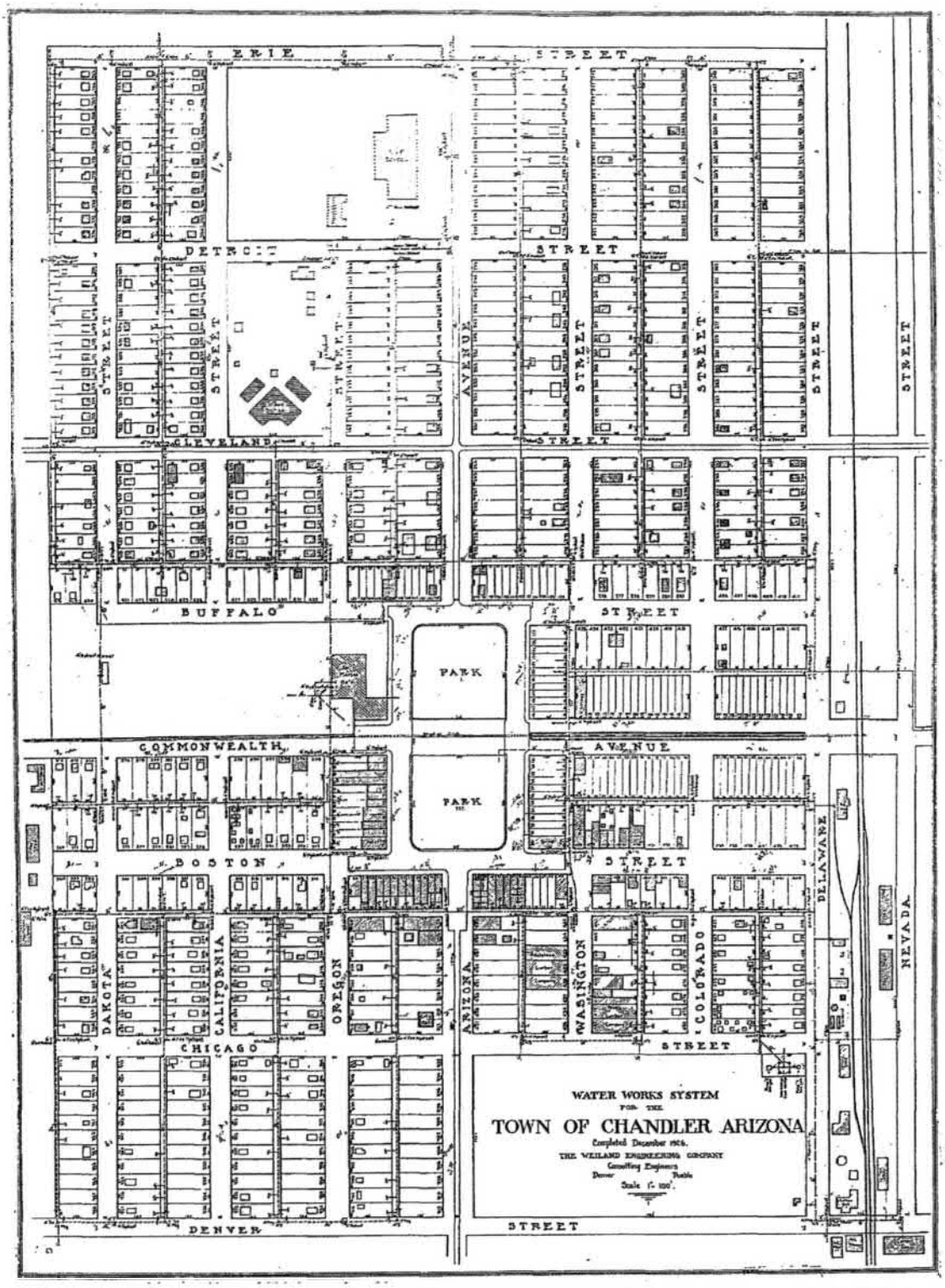
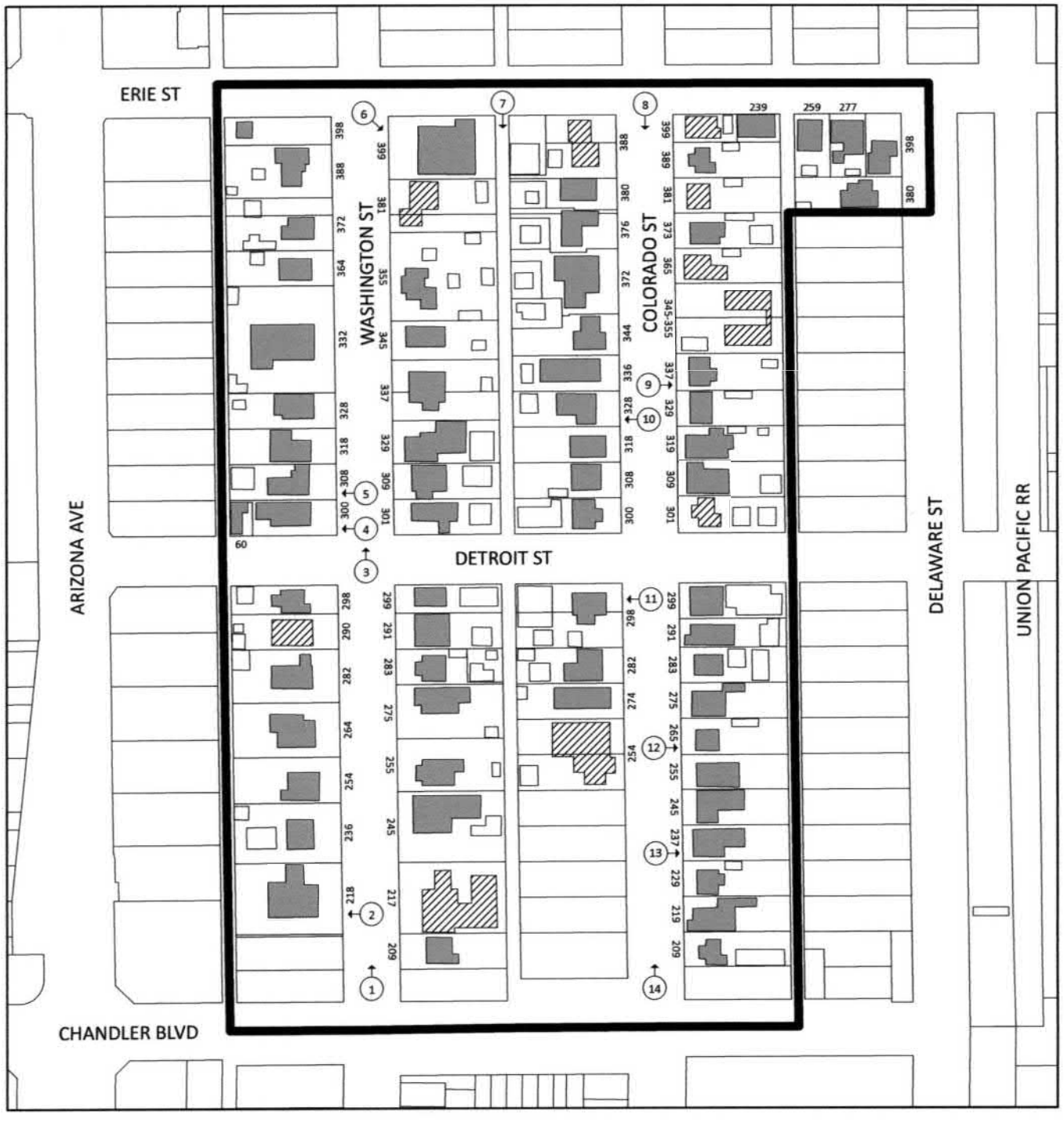


Figure 5. *Water Works System Map, December 1926. The Silk Stocking Neighborhood is at the upper right side of the map. There were only 25 houses in the neighborhood at the time. Courtesy Arizona State Archives.*



Figure 6. *Aerial photo of downtown Chandler, looking northeast, ca. 1960. The Silk Stocking Neighborhood is at the upper center of the photo. Courtesy Chandler Historical Society.*



Silk Stocking Neighborhood Historic District

Chandler, Maricopa County, Arizona

Historic District Boundary

Contributing Property

Non-Contributing Property

Not Evaluated

1 Photo Key

N

0 100 200 400 600 800 Feet



Silk Stocking Neighborhood Historic District

Chandler, Maricopa County, Arizona

Historic District Boundary

Contributing Property

Non-Contributing Property

Not Evaluated

1 Photo Key

0 100 200 400 600 800 Feet

N

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Name of Property

Section number ____ Page____ County and State

Name of multiple property listing (if applicable)

SUPPLEMENTARY LISTING RECORD

NRIS Reference Number: 11000567

Property Name: Silk Stocking Neighborhood Historic District

County: Maricopa State: Arizona

This property is listed in the National Register of Historic Places in accordance with the attached nomination documentation subject to the following exceptions, exclusions, or amendments, notwithstanding the National Park Service certification included in the nomination documentation.

Signature of the Keeper August 30, 2011
Date of Action

==========

Amended Items in Nomination:

Section 5: Classification
The Count of Resources is, hereby, changed to 61 contributing and 13 noncontributing buildings for a total of 61 contributing and 13 noncontributing resources.

Section 7: Description
In the Inventory of Resources on pages 6 and 7, the classification of the following buildings is, hereby, changed from "contributing" to "noncontributing" in keeping with the revised period of significance: 309 N. Colorado St., 376 N. Colorado St.; and 318 N. Washington St.

Section 8: Statement of Significance
The Period of Significance is, hereby, revised as "1912-1962" to better reflect the historic period in which houses were built.

Sketchmap: The following addresses are, hereby, changed from "contributing" to "noncontributing:" 309 N. Colorado St., 376 N. Colorado St., and 318 N. Washington St.

The Arizona SHPO Office was notified of this amendment.

DISTRIBUTION:
National Register property file
Nominating Authority (without nomination attachment)

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

NATIONAL REGISTER OF HISTORIC PLACES
EVALUATION/RETURN SHEET

REQUESTED ACTION: NOMINATION

PROPERTY NAME: Silk Stocking Neighborhood Historic District

MULTIPLE NAME:

STATE & COUNTY: ARIZONA, Maricopa

DATE RECEIVED: 7/15/11 DATE OF PENDING LIST: 8/08/11
DATE OF 16TH DAY: 8/23/11 DATE OF 45TH DAY: 8/30/11
DATE OF WEEKLY LIST:

REFERENCE NUMBER: 11000567

REASONS FOR REVIEW:

APPEAL:	N	DATA PROBLEM:	N	LANDSCAPE:	N	LESS THAN 50 YEARS:	X
OTHER:	N	PDIL:	N	PERIOD:	N	PROGRAM UNAPPROVED:	N
REQUEST:	N	SAMPLE:	N	SLR DRAFT:	N	NATIONAL:	N

COMMENT WAIVER: N

___ACCEPT ___RETURN ___REJECT _____DATE

ABSTRACT/SUMMARY COMMENTS:

see attached E: mail
Residential suburb

RECOM./CRITERIA Accept A

REVIEWER L McClelland DISCIPLINE History

TELEPHONE _____ DATE 8/29/11

DOCUMENTATION see attached comments Y/N see attached SLR (Y)/N

If a nomination is returned to the nominating authority, the nomination is no longer under consideration by the NPS.



vstrang@azstateparks.gov
09/08/2011 01:14 PM

To Linda_McClelland@nps.gov
cc "Vivia Strang" <vstrang@azstateparks.gov>
bcc
Subject RE: Silk Stocking District.

9/8/11

Linda--

Please do an SLR using 1962 as the end of the period of significance. Change the houses to noncontributing to reflect this change.

Thanks.

Vivia

-----Original Message-----
From: Linda_McClelland@nps.gov
Sent: Monday, August 29, 2011 4:44pm
To: vstrang@azstateparks.gov
Subject: Silk Stocking District.

Vivia--

I have reviewed this nomination and find there is no justification for extending the period of significance twelve years beyond the fifty-year cut-off. Nor is there a justification for exceptional importance that would warrant finding the less-than-fifty year-old resources contributing. I can do an SLR using 1961or 1962 as the end of the period of significance. The SLR would also change 309 N. Colorado Street (ca. 1968), 376 N. Colorado St. (ca. 1973), and 318 N. Washington St. (ca. 1969) to noncontributing and change the count of contributing and noncontributing resources to reflect this change.

I need to include in the SLR a one- or two-sentence justification for the end date of the period of significance. If you could send that to me in the next week or so I can go ahead with the listing. This statement could explain how the architectural character of the early 1960s houses is similar to that of the 1950s in scale, style, and small house character. Since this district evolved over a wide span of years with very little development after 1950, it's hard to see 1962 or 1973 as a "build-out" date when so few houses were built after 1950. So I discourage trying to make that argument.

Another option is to select another date within several years of the cut-off (this means three or four years) according to our policy for historic districts in the Historic Residential Suburbs bulletin (pp. 96-97) and the bulletin on evaluating properties that have achieved significance within the past. This option would require a short paragraph explaining the reason for expanding the POS beyond the fifty-year mark. Since there's a substantial gap between the construction of the 1962 house and the 1968 one, this wouldn't help much.

Let me know if you want to discuss this. I will be away from the office until Sept. 8. But we could discuss the issue and I can explain our policy then.

Best--

Linda McClelland
Historian
National Register of Historic Places
202-354-2258
202-371-6447 (FAX)
linda_mcclelland@nps.gov

Vivia Strang, CPM
National Register Coordinator
State Historic Preservation Office (SHPO)
602.542.4662 (p)
602.542.4180 (f)
1300 West Washington Street
Phoenix AZ 85007

Only when the PAST lives in the PRESENT does it have a FUTURE.


#1

Silk Stocking Neighborhood Historic District
Maricopa County, AZ
Photo 1 of 14


#2

Silk Stocking Neighborhood Historic District
Maricopa County, AZ
photo 2 of 14


#3

Silk Stocking Neighborhood Historic District
Maricopa County, AZ
Photo 3 of 14


#47

Silk Stocking Neighborhood Historic District
Maricopa County, AZ
Photo 4 of 14


#5

Silk Stocking Neighborhood Historic District
Maricopa County, AZ
Photo 5 of 14


#6

Silk Stocking Neighborhood Historic District
Maricopa County, AZ
Photo 6 of 14


#7

Silk Stocking Neighborhood Historic District
Maricopa County, AZ
Photo 7 of 14


#3

Silk Stocking Neighborhood Historic District
Maricopa County, AZ
Photo 8 of 14


#9

Silk Stocking Neighborhood Historic District
Maricopa County, AZ
Photo 9 of 14


#10

Silk Stocking Neighborhood Historic District
Maricopa County, AZ
Photo 10 of 14


298 N COLORADO ST
#11

Silk Stocking Neighborhood Historic District
Maricopa County, AZ
Photo 11 of 14


#12

Silk Stocking Neighborhood Historic District
Maricopa County, AZ
Photo 12 of 14


231
#13

Silk Stocking Neighborhood Historic District
Maricopa County, AZ
Photo 13 of 14


#114

Silk Stocking Neighborhood Historic District
Maricopa County, AZ
Photo 14 of 14

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

UNITED STATES
DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS

CHANDLER QUADRANGLE
ARIZONA—MARICOPA CO.
7.5 MINUTE SERIES (TOPOGRAPHIC)

3650 IV NW (TEMPE) · 3650 IV NE (MESA) · 3650 I NW (BUCKHORN)

111°52'30" · 33°22'30" · 111°45' · 33°15'

MESA (GIVIC CENTER) 3.2 MI. · Gilbert · MESA · Golf Course · Water Users Camp 10 · Water Tank · Tremaine · Well · Falfa · Substation · Trailer Park · Driveln Theater · CHANDLER · Swimming Pool · High Sch · Oil Tank · City Hall · Grain Elevators · San Marcos Golf Course · Sewage Disposal · Winn Sch · Sonora Town · Swimming Pool · Incinerator · Gate · 4 Silos · Nortons Corner · Pozo · CHANDLER MUNICIPAL AIRPORT · BDY · Water Tank · Bell Ranch

GUADALUPE · WESTERN CANAL · (ROAD ON LEVEE) · SOUTHERN PACIFIC RAILROAD · EASTERN CANAL · CONSOLIDATED CANAL · LINDSAY ROAD BRANCH CANAL · GILBERT ROAD · RAY ROAD · KNOX ROAD · WARNER ROAD · ELLSWORTH ROAD · GERMANN ROAD · PECOS ROAD · WILLIAMS FIELD ROAD · SCHOOL · ALMA · ARIZONA AVENUE · MC QUEEN · COOPER · REEDS · LINDSAY ROAD · HIGHTOWN 1.9 MI. · KYRENE 4 MI. · HIGLEY 2 MI. · OCOTILLO 0.5 MI. · HAMILTON CORNER 0.2 MI. · 5.7 MI. TO ARIZ. 87

R. 5 E. · R. 6 E. · T. 1 S. · T. 2 S.

520 000 FEET · 550 000 FEET · 820 000 FEET · 860 000 FEET

3692 060m N. · 3580 000m N. · 429 000m E.

Silk Stacking Neighborhood Historic District
Chandler, Maricopa County, AZ
UTM References:
1. 12/421732/3685944 2. 12/422038/3685941
3. 12/421980/3685543 4. 12/421733/3685543

Mapped by the Army Map Service
Published for civil use by the Geological Survey
Control by USGS, NOS/NOAA, and USCE

Topography by photogrammetric methods from aerial photographs taken 1951. Field checked 1951-1952

Polyconic projection. 10,000-foot grid ticks based on Arizona coordinate system, central zone
1000-meter Universal Transverse Mercator grid ticks, zone 12, shown in blue. 1927 North American Datum
To place on the predicted North American Datum 1983 move the projection lines 2 meters south and 64 meters east as shown by dashed corner ticks

Red tint indicates areas in which only landmark buildings are shown

Purple tint indicates extension of urban areas

GN · MN · 0°27' 8 MILS · 13° 231 MILS

UTM GRID AND 1981 MAGNETIC NORTH DECLINATION AT CENTER OF SHEET

Revisions shown in purple and woodland compiled by the Geological Survey from aerial photographs taken 1978 and other sources. This information not field checked
Map edited 1981

SCALE 1:24000

1 MILE · 1000 0 1000 2000 3000 4000 5000 6000 7000 FEET · 1 KILOMETER

CONTOUR INTERVAL 10 FEET
NATIONAL GEODETIC VERTICAL DATUM OF 1929

THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS
FOR SALE BY U. S. GEOLOGICAL SURVEY, DENVER, COLORADO 80225, OR RESTON, VIRGINIA 22092
A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST

ARIZONA
QUADRANGLE LOCATION

ROAD CLASSIFICATION
Heavy-duty · Light-duty
Medium-duty · Unimproved dirt
State Route

CHANDLER, ARIZ.
N3315—W11145/7.5

1952
PHOTOREVISED 1981
DMA 3650 IV SE-SERIES V898

INTERIOR—GEOLOGICAL SURVEY, RESTON, VIRGINIA—1982

(GILA BUTTE NW) 3650 III NW · (GILA BUTTE) 3650 III NE · (CHANDLER HEIGHTS) 3650 I NW · (HIGLEY) 3650 I SW · (GUADALUPE) 3650 IV SW

Arizona® State Parks

"Managing and conserving Arizona's natural, cultural and recreational resources"

RECEIVED 2280
JUL 15 2011
NAT. REGISTER OF HISTORIC PLACES
NATIONAL PARK SERVICE

July 7, 2011

Carol Shull
Keeper of the National Register
National Park Service
1201 Eye Street, NW 8th Floor (MS2280)
Washington, D.C. 2005-5905

RE: SILK STROCKING NEIGHBORHOOD HISTORIC DISTRICT
CHANDLER, MARICOPA, AZ

Dear Ms. Shull:

I am pleased to submit the National Register of Historic Places Registration Form for the property referenced above.

Accompanying documentation is enclosed, as required. Should you have any questions or concerns please contact me at vstrang@azstateparks.gov or at 602.542.4662.

Sincerely,

Vivia Strang

Vivia Strang, CPM
National Register Coordinator
State Historic Preservation Office

Enclosures

VS:vs

Janice K. Brewer
Governor

State Parks Board Members

Chair
Tracey Westerhausen
Phoenix

Walter D. Armer, Jr.
Vail

Reese Woodling
Tucson

Larry Landry
Phoenix

Alan Everett
Sedona

William C. Scalzo
Phoenix

Maria Baier
State Land Commissioner

Renée E. Bahl
Executive Director

Arizona State Parks
1300 W. Washington
Phoenix, AZ 85007

Tel & TTY: 602.542.4174
AZStateParks.com

800.285.3703 from (520 & 928) area codes

General Fax: 602.542.4180

Director's Office Fax: 602.542.4188

STATE OF ARIZONA **HISTORIC PROPERTY INVENTORY FORM**

Please type or print clearly. Fill out each applicable space accurately and with as much information as is known about the property. ***Use continuation sheets where necessary****. Send completed form to: State Historic Preservation Office, 1300 W. Washington, Phoenix, AZ 85007*

PROPERTY IDENTIFICATION

For properties identified through survey: Site No: SS067 Survey Area: Silk Stocking Neighborhood

Historic Name(s): None

(*Enter the name(s), if any, that best reflects the property's historic importance.*)

Address: 376 N. Colorado St.

City or Town: City of Chandler ☐ vicinity County: Maricopa Tax Parcel No. 302 -62 -085C

Township: 27 Range: 1S Section: 5E Quarter Section: SW1/4 Acreage: <1

Block: NA Lot(s): 338 Plat (Addition): Townsite of Chandler Year of plat (addition): 1912

UTM reference: Zone 12 Easting 421930 Northing 3687020 USGS 7.5' quad map: Chandler

Architect: ■ not determined ☐ known (source:)

Builder: ■ not determined ☐ known (source:)

Construction Date: 1973 ■ known ☐ estimated (source: Maricopa Co. Ass., City directory)

STRUCTURAL CONDITION

■ Good (*well maintained, no serious problems apparent*)

☐ Fair (*some problems apparent*) Describe:

☐ Poor (*major problems; imminent threat*) Describe:

☐ Ruin/Uninhabitable

USES/FUNCTIONS

Describe how the property has been used over time, beginning with the original use.

Dwelling: single family residential

Sources: City directories, field observation

PHOTO INFORMATION

Date of photo: 5 June 2005

View Direction (*looking towards*) West

Negative No.: JPEG Image

SIGNIFICANCE



To be eligible for the National Register of Historic Places, a property must represent an important part of the history or architecture of an area. Note: a property need only be significant under one of the areas below to be eligible for the National Register.

A. HISTORIC EVENTS/TRENDS (*On a continuation sheet describe how the property is associated either with a significant historic event, or with a trend or pattern of events important to the history of the nation, the state, or a local community.*)

B. PERSON (*On a continuation sheet describe how the property is associated with the life of a person significant in the past.*)

C. ARCHITECTURE (*On a continuation sheet describe how the property embodies the distinctive characteristics of a type, period, or method of construction, or that represents the work or a master, or possesses high artistic values.*)

Outbuildings: (*Describe any other buildings or structures on the property and whether they may be considered historic.*)
Rental property, 3761/2 N. Colorado St. Side-gabled concrete block structure with asphalt shingle roof, concrete foundation, and 1 over 1 double hung windows. Construction date 1946, eligible for listing.

INTEGRITY

To be eligible for the National Register, a property must have integrity, that is, it must be able to visually convey its importance. Provide detailed information below about the property's integrity. Use continuation sheets if necessary.

1. LOCATION ■ Original Site ☐ Moved (date_____) Original Site: 376 N. Colorado St.

2. DESIGN (*Describe alterations from the original design, including dates—known or estimated—when alterations were made*)
No alterations observed from the street.

3. SETTING (*Describe the natural and/or built environment around the property*) Structure is located in a suburban neighborhood setting. Landscaping consists of a Bermuda grass lawn with shrubs.

Describe how the setting has changed since the property's period of significance: Some properties have removed or replaced traditional landscaping with xeriscape. There is commercial encroachment along Arizona Ave and A.J. Chandler Blvd.

4. MATERIALS (*Describe the materials used in the following elements of the property)*
Walls (structure): Wood frame Foundation: Concrete Roof: Asphalt shingle
Windows: Undetermined, obscured by screens.
If the windows have been altered, what were they originally? NA
Wall Sheathing: Wood board and baton siding over decorative brick
If the sheathing has been altered, what was it originally? No alterations observed from the street.

5. WORKMANSHIP (*Describe the distinctive elements, if any, of craftsmanship or method of construction*)
None.

NATIONAL REGISTER STATUS (if listed, check the appropriate box) NA
☐ Individually listed; ☐ Contributor ☐ Noncontributor to _____ Historic District
Date Listed:_____ ☐ Determined eligible by Keeper of National Register (date:_____)

RECOMMENDATIONS OF ELIGIBILITY (opinion of SHPO staff or survey consultant)
Property ☐ is ■ is not eligible individually.
Property ☐ is ■ is not eligible as a contributor to a potential historic district.
☐ More information needed to evaluate.
If not considered eligible, state reason: Has not reached 50 years of age.

FORM COMPLETED BY:
Name and Affiliation: Ian Johnson, City of Chandler, Community Development Div. Date: 4 August 2005
Mailing Address: Mail Stop 418, PO Box 4008, Chandler AZ 85244-4008 Phone No.: (480) 782-3217

STATE OF ARIZONA

HISTORIC PROPERTY INVENTORY FORM
CONTINUATION SHEET

name of property 376 N. Colorado St. Continuation Sheet No. 1

==========

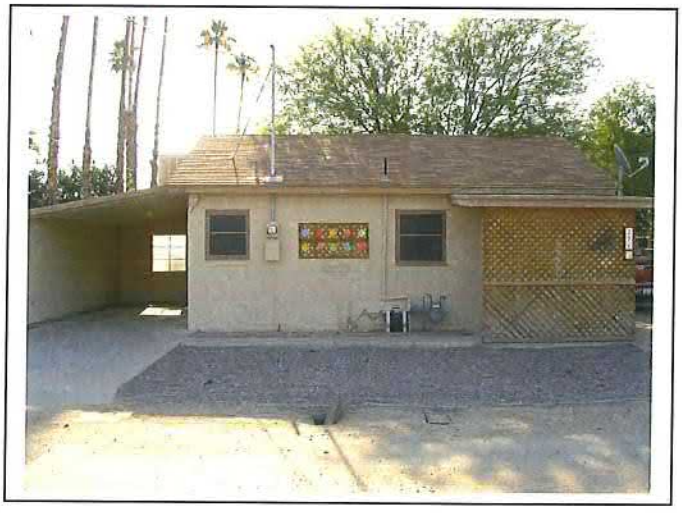
ARCHITECTUAL DESCRIPTION:
Structure is an ell shaped structure with a modified low-pitch hipped roof with a moderate overhang and clad in asphalt shingle with boxed rafter tails. The foundation is slab-on-grade concrete, and the exterior cladding is wood board and baton siding over decorative brick. The type of windows on the structure is unknown as they were obscured by screens at the time of observation. Fenestration is irregular. A large brick patio leads to the single-step entry that faces the street. The door is wood, and is recessed into the façade of the building. Landscaping consists of a Bermuda grass lawn and shrubs. A concrete block wall runs the property line on either side of the building, and features a modern lineal driveway with a second curved way running from the main drive to the street.

STATEMENT OF SIGNIFICANCE:
Although the structure is a representative example of late high-style ranch architecture and illustrates the modification of this style to an early 20th century neighborhood, it has yet reached 50 years in age and thus is not eligible for listing.

376 N. Colorado St., looking NE



376 1/2 N. Colorado St., looking W



STATE OF ARIZONA **HISTORIC PROPERTY INVENTORY FORM**

Please type or print clearly. Fill out each applicable space accurately and with as much information as is known about the property. ***Use continuation sheets where necessary.*** *Send completed form to: State Historic Preservation Office, 1300 W. Washington, Phoenix, AZ 85007*

PROPERTY IDENTIFICATION

For properties identified through survey: Site No: SS066 Survey Area: Silk Stocking Neighborhood

Historic Name(s): None

(*Enter the name(s), if any, that best reflects the property's historic importance.*)

Address: 372 N. Colorado St.

City or Town: City of Chandler ☐ vicinity County: Maricopa Tax Parcel No. 302 -62 - 083D

Township: 1S Range: 5E Section: 27 Quarter Section: SW1/4 Acreage: <1

Block: NA Lot(s): 344-332 Plat (Addition): Townsite of Chandler Year of plat (addition): 1912

UTM reference: Zone 12 Easting 421930 Northing 3687000 USGS 7.5' quad map: Chandler

Architect: ■ not determined ☐ known (source:)

Builder: ■ not determined ☐ known (source:)

Construction Date: c. 1926 ☐ known ■ estimated (source: Maricopa Co. Ass., City directory)
Post Dec 1926-Water System Map

STRUCTURAL CONDITION

■ Good (*well maintained, no serious problems apparent*)

☐ Fair (*some problems apparent*) Describe:

☐ Poor (*major problems; imminent threat*) Describe:

☐ Ruin/Uninhabitable

USES/FUNCTIONS

Describe how the property has been used over time, beginning with the original use.

Dwelling: single family residential

Sources: City directories, field observation

PHOTO INFORMATION

Date of photo: 5 June 2005

View Direction (*looking towards*) West

Negative No.: JPEG Image

SIGNIFICANCE



To be eligible for the National Register of Historic Places, a property must represent an important part of the history or architecture of an area. Note: a property need only be significant under one of the areas below to be eligible for the National Register.

A. HISTORIC EVENTS/TRENDS (*On a continuation sheet describe how the property is associated either with a significant historic event, or with a trend or pattern of events important to the history of the nation, the state, or a local community.*)

B. PERSON (*On a continuation sheet describe how the property is associated with the life of a person significant in the past.*)

C. ARCHITECTURE (*On a continuation sheet describe how the property embodies the distinctive characteristics of a type, period, or method of construction, or that represents the work or a master, or possesses high artistic values.*)

Outbuildings: (*Describe any other buildings or structures on the property and whether they may be considered historic.*)
Two detached rental properties behind the home, constructed in 1928 and 1937.

INTEGRITY

To be eligible for the National Register, a property must have integrity, that is, it must be able to visually convey its importance. Provide detailed information below about the property's integrity. Use continuation sheets if necessary.

1. LOCATION ■ Original Site ☐ Moved (date_____) Original Site: 372 N. Colorado St.

2. DESIGN (*Describe alterations from the original design, including dates—known or estimated—when alterations were made*)
Front gabled addition to the front of the home, apparently constructed in the 1930s. A shed roof carport has been added to the north side of the building (1980s) as well as a two story addition to the rear of the home (1940s).
3. SETTING (*Describe the natural and/or built environment around the property*) Structure is located in a suburban neighborhood setting. Landscaping consists of xeriscape and a prominent circular drive.

Describe how the setting has changed since the property's period of significance: Some properties have removed or replaced traditional landscaping with xeriscape. There is commercial encroachment along Arizona Ave and A.J. Chandler Blvd. A circular drive and xeriscape landscaping were added in the 1990s
4. MATERIALS (*Describe the materials used in the following elements of the property)*
Walls (structure): Brick Foundation: Concrete Roof: Wood shingle
Windows: Wood double hung 1 over 1, and wood casement.
If the windows have been altered, what were they originally? No alterations observed from the street.
Wall Sheathing: Stucco
If the sheathing has been altered, what was it originally? No alterations observed from the street.

5. WORKMANSHIP (*Describe the distinctive elements, if any, of craftsmanship or method of construction*)
Decorative porch posts, trusses, knee bracing, wood shingle, and lattice attic vents on the gables.

NATIONAL REGISTER STATUS (if listed, check the appropriate box) NA
☐ Individually listed; ☐ Contributor ☐ Noncontributor to_____ Historic District
Date Listed:_____ ☐ Determined eligible by Keeper of National Register (date:_____)

RECOMMENDATIONS OF ELIGIBILITY (opinion of SHPO staff or survey consultant)
Property ☐ is ■ is not eligible individually.
Property ■ is ☐ is not eligible as a contributor to a potential historic district.
☐ More information needed to evaluate.
If not considered eligible, state reason: Addition of front gable addition has acquired significance due to its age, and compatible period architecture.

FORM COMPLETED BY: Alliance Architects, LLC. "Historic Resources Survey of Chandler." Phoenix, 1998; edited by:
Name and Affiliation: Ian Johnson, Intern, Chandler Community Development Div. Date: 10 August 2005
Mailing Address: Mail Stop 418 PO Box 4008 Chandler AZ 85244-4008 Phone No.: 480.782.3217

STATE OF ARIZONA

HISTORIC PROPERTY INVENTORY FORM
CONTINUATION SHEET

name of property: 372 N. Colorado St. Continuation Sheet No. 1

==========

ARCHITECTUAL DESCRIPTION:
The main structure is a single-story brick structure with multiple medium-pitch front gables clad in wood shingle with stucco exterior cladding, and a concrete foundation. The gables are decorated with trusses, knee bracing, wood shingles, and lattice attic vents. Windows are wood double hung one over one and wood casement. Fenestration is irregular. The off-center three-step wood door entry is recessed under a front gable supported masonry and wood piers with a wood truss above. Additions include a large front gabled wing to the façade, built in the 1930s, a two story addition to the rear built in the 1940s, and an open flat-roofed carport on the north side of the building constructed in the 1980s. A second wood door entry is placed on the north side of the building. Landscaping includes a circular drive with gravel areas planted shrubs and trees.

STATEMENT OF SIGNIFICANCE:
Property is significant under criterion C as an example of Bungalow architecture. Notable residents include Homer S. Kirby, President of Kerby-Simmons Motor Co. (1946-1952). Under criterion B and the context of Community Development and Planning, the physical placement and quality of the structure and its surrounding environs are significant as the product of deed restrictions and the application of City Beautiful concepts intended to enhance the value of a speculative land development by Dr. A.J. Chandler and the Chandler Improvement Co. The desire by the city council to perpetuate the aesthetic and urban order laid out in the original restrictions later resulted in the state's first zoning ordinance passed in 1926, which guided development in Chandler until 1961 when the code was rewritten. The lengthy development of this neighborhood from 1912-1955 created an eclectic collection of home styles from the early 20th century and shows the influence of some of Arizona's earliest efforts at community planning. This particular dwelling represents the upper-class housing common to the earlier development of the area.

372 N. Colorado St., looking NW



372 N. Colorado St., looking SW



STATE OF ARIZONA **HISTORIC PROPERTY INVENTORY FORM**

Please type or print clearly. Fill out each applicable space accurately and with as much information as is known about the property. ***Use continuation sheets where necessary.*** *Send completed form to: State Historic Preservation Office, 1300 W. Washington, Phoenix, AZ 85007*

PROPERTY IDENTIFICATION

For properties identified through survey: Site No: SS061 Survey Area: Silk Stocking Neighborhood

Historic Name(s): None

(*Enter the name(s), if any, that best reflects the property's historic importance.*)

Address: 318 N. Colorado St.

City or Town: City of Chandler ☐ vicinity County: Maricopa Tax Parcel No. 302 -62 -071

Township: 1S Range: 5E Section: 27 Quarter Section: SW1/4 Acreage: <1

Block: NA Lot(s): 324 Plat (Addition): Townsite of Chandler Year of plat (addition): 1912

UTM reference: Zone 12 Easting 421930 Northing 3686000 USGS 7.5' quad map: Chandler

Architect: ■ not determined ☐ known (source:)

Builder: ■ not determined ☐ known (source:)

Construction Date: 1921 ■ known ☐ estimated (source: Maricopa Co. Ass., City directory)
Pre- Dec 1926-Water System Map
Chandler Arizonan, 1921

STRUCTURAL CONDITION

■ Good (*well maintained, no serious problems apparent*)

☐ Fair (*some problems apparent*) Describe:

☐ Poor (*major problems; imminent threat*) Describe:

☐ Ruin/Uninhabitable

USES/FUNCTIONS

Describe how the property has been used over time, beginning with the original use.

Dwelling: single family residential

Sources: City directories, field survey

PHOTO INFORMATION

Date of photo: 5 June 2005

View Direction (*looking towards*) West

Negative No.: JPEG Image



SIGNIFICANCE

To be eligible for the National Register of Historic Places, a property must represent an important part of the history or architecture of an area. Note: a property need only be significant under one of the areas below to be eligible for the National Register.

A. HISTORIC EVENTS/TRENDS (*On a continuation sheet describe how the property is associated either with a significant historic event, or with a trend or pattern of events important to the history of the nation, the state, or a local community.*)

B. PERSON (*On a continuation sheet describe how the property is associated with the life of a person significant in the past.*)

C. ARCHITECTURE (*On a continuation sheet describe how the property embodies the distinctive characteristics of a type, period, or method of construction, or that represents the work or a master, or possesses high artistic values.*)

Outbuildings: (*Describe any other buildings or structures on the property and whether they may be considered historic.*)
None observed from the street.

INTEGRITY

To be eligible for the National Register, a property must have integrity, that is, it must be able to visually convey its importance. Provide detailed information below about the property's integrity. Use continuation sheets if necessary.

1. LOCATION ■ Original Site ☐ Moved (date_____) Original Site: 318 N. Colorado St.

2. DESIGN (*Describe alterations from the original design, including dates—known or estimated—when alterations were made*)
No alterations were observed from the street.

3. SETTING (*Describe the natural and/or built environment around the property*) Structure is located in a suburban neighborhood setting. Landscaping consists of a Bermuda grass lawn with shrubs.

Describe how the setting has changed since the property's period of significance: Some properties have removed or replaced traditional landscaping with xeriscape. There is commercial encroachment along Arizona Ave and A.J. Chandler Blvd.

4. MATERIALS (*Describe the materials used in the following elements of the property)*
Walls (structure): Wood frame Foundation: Concrete Roof: Asphalt shingle
Windows: Wood double hung 1 over 1
If the windows have been altered, what were they originally? Some windows missing and boarded.
Wall Sheathing: Wood ship lap siding and wood shingles at the gable
If the sheathing has been altered, what was it originally? No alterations observed from the street.

5. WORKMANSHIP (*Describe the distinctive elements, if any, of craftsmanship or method of construction*)
Lattice vents at the gable tops, decorative porch posts and bracing on the veranda.

NATIONAL REGISTER STATUS (if listed, check the appropriate box) NA
☐ Individually listed; ☐ Contributor ☐ Noncontributor to_____ Historic District
Date Listed:_____ ☐ Determined eligible by Keeper of National Register (date:_____)

RECOMMENDATIONS OF ELIGIBILITY (opinion of SHPO staff or survey consultant)
Property ☐ is ■ is not eligible individually.
Property ■ is ☐ is not eligible as a contributor to a potential historic district.
☐ More information needed to evaluate.
If not considered eligible, state reason:_____

FORM COMPLETED BY: Alliance Architects, LLC. "Historic Resources Survey of Chandler." Phoenix, 1998; edited by:
Name and Affiliation: Ian Johnson, Intern, Chandler Community Development Div. Date: 10 August 2005
Mailing Address: Mail Stop 418 PO Box 4008 Chandler AZ 85244-4008 Phone No.: 480.782.3217

STATE OF ARIZONA

HISTORIC PROPERTY INVENTORY FORM
CONTINUATION SHEET

name of property: 318 N. Colorado St. Continuation Sheet No. 1

ARCHITECTUAL DESCRIPTION:
Building is a story-and-a-half wood frame home with a concrete foundation and wood ship lap siding with wood shingles at the gables. The roof is composed two front gables, one low-pitch and the other medium-pitch, both are clad in asphalt shingle. Each has lattice vents at the peak. Two equally spaced shed dormers are placed on each roof plane of the main front gable. An exterior chimney is placed on the rear of the structure. On the north side of the building, there is a centered bay window covered by a shed roof extending from the main roof plane. Windows are wood double hung 1 over 1, although some have been boarded. Fenestration is regular. The single-step entry with a centered wood door has a rectangular light divided to diamonds. It is placed under a veranda supported on built-up massive wood columns and smaller tapered piers. No alterations were observed from the street. Landscaping consists of a Bermuda grass lawn, trees, and shrubs.

STATEMENT OF SIGNIFICANCE:
Property is significant under criterion C as an example of Bungalow architecture. Under criterion B and the context of Community Development and Planning, the physical placement and quality of the structure and its surrounding environs are significant as the product of deed restrictions and the application of City Beautiful concepts intended to enhance the value of a speculative land development by Dr. A.J. Chandler and the Chandler Improvement Co. The desire by the city council to perpetuate the aesthetic and urban order laid out in the original restrictions later resulted in the state's first zoning ordinance passed in 1926, which guided development in Chandler until 1961 when the code was rewritten. The lengthy development of this neighborhood from 1912-1955 created an eclectic collection of home styles from the early 20th century and shows the influence of some of Arizona's earliest efforts at community planning. This particular dwelling represents the upper-class housing common to the earlier development of the area.

318 N. Colorado St., looking NW



318 N. Colorado St., looking SW



STATE OF ARIZONA **HISTORIC PROPERTY INVENTORY FORM**

Please type or print clearly. Fill out each applicable space accurately and with as much information as is known about the property. ***Use continuation sheets where necessary.*** *Send completed form to: State Historic Preservation Office, 1300 W. Washington, Phoenix, AZ 85007*

PROPERTY IDENTIFICATION

For properties identified through survey: Site No: SS060 Survey Area: Silk Stocking Neighborhood

Historic Name(s): None

(*Enter the name(s), if any, that best reflects the property's historic importance.*)

Address: 308 N. Colorado St.

City or Town: City of Chandler ☐ vicinity County: Maricopa Tax Parcel No. 302 -62 - 069

Township: 1S Range: 5E Section: 27 Quarter Section: SW1/4 Acreage: <1

Block: NA Lot(s): 322 Plat (Addition): Townsite of Chandler Year of plat (addition): 1912

UTM reference: Zone 12 Easting 421930 Northing 3685800 USGS 7.5' quad map: Chandler

Architect: ■ not determined ☐ known (source:)

Builder: ■ not determined ☐ known (source:)

Construction Date: c. 1940 ☐ known ■ estimated (source: Maricopa Co. Ass., City directory)
Post Dec 1926-Water System Map

STRUCTURAL CONDITION

■ Good (*well maintained, no serious problems apparent*)

☐ Fair (*some problems apparent*) Describe:

☐ Poor (*major problems; imminent threat*) Describe:

☐ Ruin/Uninhabitable

USES/FUNCTIONS

Describe how the property has been used over time, beginning with the original use.

Dwelling: single family residential

Sources: City directories, field survey

PHOTO INFORMATION

Date of photo: 5 June 2005

View Direction (*looking towards*) West

Negative No.: JPEG Image



SIGNIFICANCE

To be eligible for the National Register of Historic Places, a property must represent an important part of the history or architecture of an area. Note: a property need only be significant under one of the areas below to be eligible for the National Register.

A. HISTORIC EVENTS/TRENDS (*On a continuation sheet describe how the property is associated either with a significant historic event, or with a trend or pattern of events important to the history of the nation, the state, or a local community.*)

B. PERSON (*On a continuation sheet describe how the property is associated with the life of a person significant in the past.*)

C. ARCHITECTURE (*On a continuation sheet describe how the property embodies the distinctive characteristics of a type, period, or method of construction, or that represents the work or a master, or possesses high artistic values.*)

Outbuildings: (*Describe any other buildings or structures on the property and whether they may be considered historic.*)
None were observed from the street.

INTEGRITY

To be eligible for the National Register, a property must have integrity, that is, it must be able to visually convey its importance. Provide detailed information below about the property's integrity. Use continuation sheets if necessary.

1. LOCATION ■ Original Site ☐ Moved (date_____) Original Site: 308 N. Colorado St.

2. DESIGN (*Describe alterations from the original design, including dates—known or estimated—when alterations were made*)
Steel casement windows have been replaced by aluminum sliding windows, and the home has been re-stuccoed, most likely in the 1990s.

3. SETTING (*Describe the natural and/or built environment around the property*) Structure is located in a suburban neighborhood setting. Landscaping consists of a Bermuda grass lawn with shrubs.

Describe how the setting has changed since the property's period of significance: Some properties have removed or replaced traditional landscaping with xeriscape. There is commercial encroachment along Arizona Ave and A.J. Chandler Blvd.

4. MATERIALS (*Describe the materials used in the following elements of the property)*
Walls (structure): Wood frame Foundation: Concrete Roof: Asphalt shingle
Windows: Aluminum frame, sliding
If the windows have been altered, what were they originally? Steel casement
Wall Sheathing: Modern stucco
If the sheathing has been altered, what was it originally? Early stucco

5. WORKMANSHIP (*Describe the distinctive elements, if any, of craftsmanship or method of construction*)
Terra cotta attic vents at the top of each side of the main gable.

NATIONAL REGISTER STATUS (if listed, check the appropriate box) NA
☐ Individually listed; ☐ Contributor ☐ Noncontributor to_____ Historic District
Date Listed:_____ ☐ Determined eligible by Keeper of National Register (date:_____)

RECOMMENDATIONS OF ELIGIBILITY (opinion of SHPO staff or survey consultant)
Property ☐ is ■ is not eligible individually.
Property ☐ is ■ is not eligible as a contributor to a potential historic district.
☐ More information needed to evaluate.
If not considered eligible, state reason: Loss of integrity due to loss of historic windows and cladding.

FORM COMPLETED BY: Alliance Architects, LLC. "Historic Resources Survey of Chandler." Phoenix, 1998; edited by:
Name and Affiliation: Ian Johnson, Intern, Chandler Community Development Div. Date: 10 August 2005
Mailing Address: Mail Stop 418 PO Box 4008 Chandler AZ 85244-4008 Phone No.: 480.782.3217

STATE OF ARIZONA

HISTORIC PROPERTY INVENTORY FORM
CONTINUATION SHEET

name of property: 308 N. Colorado St. Continuation Sheet No. 1

ARCHITECTUAL DESCRIPTION:
Building is a single story home with a low-pitch side-gabled roof clad in asphalt shingle with boxed rafter ends, stucco cladding, and a concrete foundation. The original steel casement windows were replaced with sliding aluminum frame windows in the 1990s. Fenestration is regular. The centered single-step wood door entry is covered with a low-pitch front-gabled porch supported by two undecorated square wood posts. The wood siding on the porch gable has been covered in modern stucco. Landscaping consists of a Bermuda grass lawn, trees, and shrubs. A low concrete block wall runs along each side of the property line.

STATEMENT OF SIGNIFICANCE:
Property is significant under criterion C as an example of side-gabled National Folk House architecture. Under criterion B and the context of Community Development and Planning, the physical placement and quality of the structure and its surrounding environs are significant as the product of deed restrictions and the application of City Beautiful concepts intended to enhance the value of a speculative land development by Dr. A.J. Chandler and the Chandler Improvement Co. The desire by the city council to perpetuate the aesthetic and urban order laid out in the original restrictions later resulted in the state's first zoning ordinance passed in 1926, which guided development in Chandler until 1961 when the code was rewritten. The lengthy development of this neighborhood from 1912-1955 created an eclectic collection of home styles from the early 20th century and shows the influence of some of Arizona's earliest efforts at community planning. This particular dwelling represents the middle-class housing common to the later development of the area.

308 N. Colorado St., looking NW



308 N. Colorado St., looking SW



STATE OF ARIZONA **HISTORIC PROPERTY INVENTORY FORM**

Please type or print clearly. Fill out each applicable space accurately and with as much information as is known about the property. ***Use continuation sheets where necessary.*** *Send completed form to: State Historic Preservation Office, 1300 W. Washington, Phoenix, AZ 85007*

PROPERTY IDENTIFICATION

For properties identified through survey: Site No: SS080 Survey Area: Silk Stocking Neighborhood

Historic Name(s): None

(*Enter the name(s), if any, that best reflects the property's historic importance.*)

Address: 309 N. Colorado St.

City or Town: City of Chandler ☐ vicinity County: Maricopa Tax Parcel No. 302 -62 -119B

Township: 1S Range: 5E Section: 27 Quarter Section: SW1/4 Acreage: <1

Block: NA Lot(s): 365 Plat (Addition): Townsite of Chandler Year of plat (addition): 1912

UTM reference: Zone 12 Easting 421960 Northing 3685620 USGS 7.5' quad map: Chandler

Architect: ■ not determined ☐ known (source:)

Builder: ■ not determined ☐ known (source:)

Construction Date: 1968 ■ known ☐ estimated (source: Maricopa Co. Ass., City directory)

STRUCTURAL CONDITION

■ Good (*well maintained, no serious problems apparent*)

☐ Fair (*some problems apparent*) Describe:

☐ Poor (*major problems; imminent threat*) Describe:

☐ Ruin/Uninhabitable

USES/FUNCTIONS

Describe how the property has been used over time, beginning with the original use.

Dwelling: single family residential

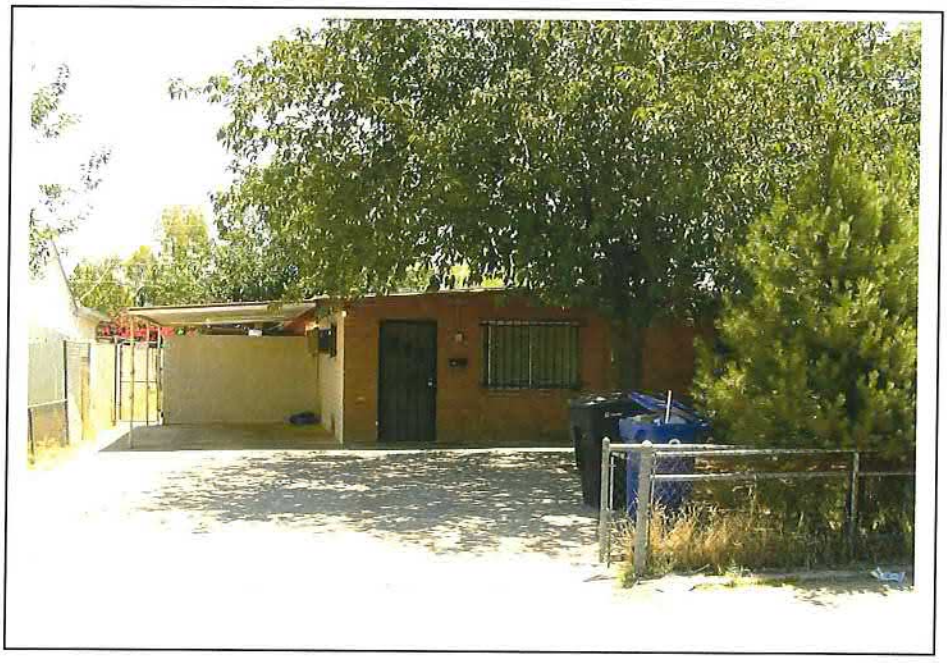
Sources: City directories, field survey

PHOTO INFORMATION

Date of photo: 5 June 2005

View Direction (*looking towards*) East

Negative No.: JPEG Image



SIGNIFICANCE

To be eligible for the National Register of Historic Places, a property must represent an important part of the history or architecture of an area. Note: a property need only be significant under one of the areas below to be eligible for the National Register.

A. HISTORIC EVENTS/TRENDS (*On a continuation sheet describe how the property is associated either with a significant historic event, or with a trend or pattern of events important to the history of the nation, the state, or a local community.*)

B. PERSON (*On a continuation sheet describe how the property is associated with the life of a person significant in the past.*)

C. ARCHITECTURE (*On a continuation sheet describe how the property embodies the distinctive characteristics of a type, period, or method of construction, or that represents the work or a master, or possesses high artistic values.*)

Outbuildings: (*Describe any other buildings or structures on the property and whether they may be considered historic.*)
None are visible from the street.

INTEGRITY

To be eligible for the National Register, a property must have integrity, that is, it must be able to visually convey its importance. Provide detailed information below about the property's integrity. Use continuation sheets if necessary.

1. LOCATION ■ Original Site ☐ Moved (date_____) Original Site: 309 N. Colorado St.

2. DESIGN (*Describe alterations from the original design, including dates—known or estimated—when alterations were made*)
No alterations were observed from the street.

3. SETTING (*Describe the natural and/or built environment around the property*) Structure is located in a suburban neighborhood setting. Landscaping consists of a Bermuda grass lawn with shrubs.

Describe how the setting has changed since the property's period of significance: Some properties have removed or replaced traditional landscaping with xeriscape. There is commercial encroachment along Arizona Ave and A.J. Chandler Blvd.

4. MATERIALS (*Describe the materials used in the following elements of the property)*
Walls (structure): Brick Foundation: Concrete Roof: Asphalt shingle
Windows: Aluminum frame sliding
If the windows have been altered, what were they originally? No alterations observed from the street.
Wall Sheathing: Brick, some areas painted.
If the sheathing has been altered, what was it originally? No alterations observed from the street.

5. WORKMANSHIP (*Describe the distinctive elements, if any, of craftsmanship or method of construction*)
None

NATIONAL REGISTER STATUS (if listed, check the appropriate box) NA
☐ Individually listed; ☐ Contributor ☐ Noncontributor to_____ Historic District
Date Listed:_____ ☐ Determined eligible by Keeper of National Register (date:_____)

RECOMMENDATIONS OF ELIGIBILITY (opinion of SHPO staff or survey consultant)
Property ☐ is ■ is not eligible individually.
Property ☐ is ■ is not eligible as a contributor to a potential historic district.
☐ More information needed to evaluate.
If not considered eligible, state reason: Building has not attainted 50 years of age.

FORM COMPLETED BY:
Name and Affiliation: Ian Johnson, Intern, Chandler Community Development Div. Date: 6 August 2005
Mailing Address: Mail Stop 418 PO Box 4008 Chandler AZ 85244-4008 Phone No.: 480.782.3217

STATE OF ARIZONA

HISTORIC PROPERTY INVENTORY FORM
CONTINUATION SHEET

name of property 309 N. Colorado St. Continuation Sheet No. 1

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ARCHITECTUAL DESCRIPTION:
Building is a single-story rectilinear brick building with a very low-pitch front gable with a sight overhang. The foundation is slab-on-grade concrete, and the windows are aluminum sliding frame. Steel bars have been added over the windows. Fenestration is irregular. The level entry is off-center and leads to a wood door covered by a security screen. A shed roof single-vehicle carport is located on the north side of the building. A six foot block wall extending from the home forms the rear wall of the carport. Landscaping consists of a Bermuda grass lawn, trees, and shrubs.

STATEMENT OF SIGNIFICANCE:
Property is significant under criterion C as an example of Contemporary architecture. Under criterion B and the context of Community Development and Planning, the physical placement and quality of the structure and its surrounding environs are significant as the product of deed restrictions and the application of City Beautiful concepts intended to enhance the value of a speculative land development by Dr. A.J. Chandler and the Chandler Improvement Co. The desire by the city council to perpetuate the aesthetic and urban order laid out in the original restrictions later resulted in the state's first zoning ordinance passed in 1926, which guided development in Chandler until 1961 when the code was rewritten. The lengthy development of this neighborhood from 1912-1955 created an eclectic collection of home styles from the early 20th century and shows the influence of some of Arizona's earliest efforts at community planning. This particular dwelling represents the middle-class housing common to the later development of the area.

309 N. Colorado St., looking SE



STATE OF ARIZONA **HISTORIC PROPERTY INVENTORY FORM**

Please type or print clearly. Fill out each applicable space accurately and with as much information as is known about the property. ***Use continuation sheets where necessary.*** *Send completed form to: State Historic Preservation Office, 1300 W. Washington, Phoenix, AZ 85007*

PROPERTY IDENTIFICATION

For properties identified through survey: Site No: SS057 Survey Area: Silk Stocking Neighborhood

Historic Name(s): None

(*Enter the name(s), if any, that best reflects the property's historic importance.*)

Address: 282 S. Colorado St.

City or Town: City of Chandler ☐ vicinity County: Maricopa Tax Parcel No. 302 -62 - 060

Township: 27 Range: 1S Section: 5E Quarter Section: SW1/4 Acreage: <1

Block: NA Lot(s): 314 Plat (Addition): Townsite of Chandler Year of plat (addition): 1912

UTM reference: Zone 12 Easting 421930 Northing 3685360 USGS 7.5' quad map: Chandler

Architect: ■ not determined ☐ known (source:)

Builder: ■ not determined ☐ known (source:)

Construction Date: 1947 ■ known ☐ estimated (source: Maricopa Co. Ass., City directory)

STRUCTURAL CONDITION

■ Good (*well maintained, no serious problems apparent*)

☐ Fair (*some problems apparent*) Describe:

☐ Poor (*major problems; imminent threat*) Describe:

☐ Ruin/Uninhabitable

USES/FUNCTIONS

Describe how the property has been used over time, beginning with the original use.

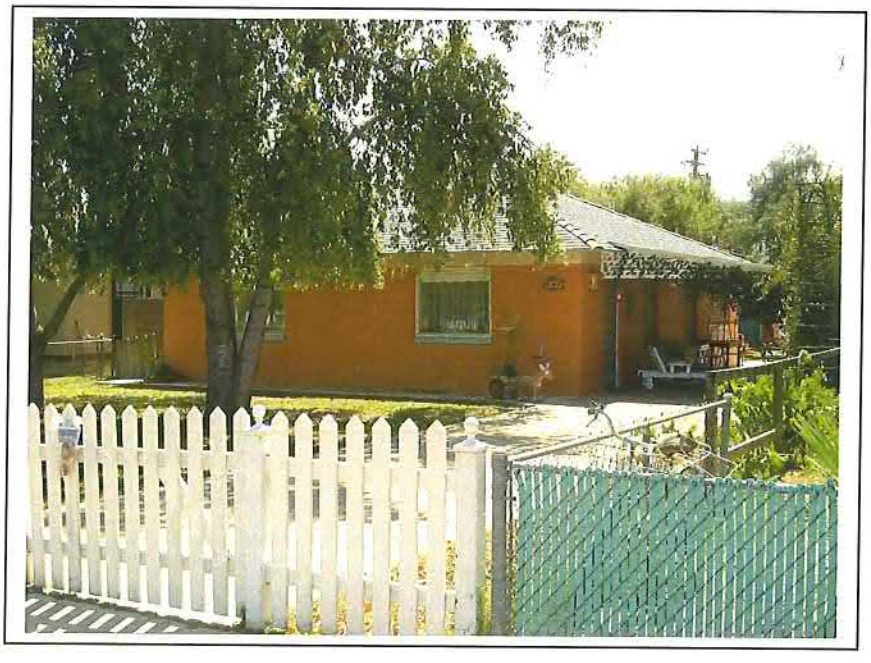
Dwelling: single family residentail

Sources: City directories field survey

PHOTO INFORMATION

Date of photo: 5 June 2005

View Direction (*looking towards*) West



To be eligible for the National Register of Historic Places, a property must represent an important part of the history or architecture of an area. Note: a property need only be significant under one of the areas below to be eligible for the National Register.

A. HISTORIC EVENTS/TRENDS (*On a continuation sheet describe how the property is associated either with a significant historic event, or with a trend or pattern of events important to the history of the nation, the state, or a local community.*)

B. PERSON (*On a continuation sheet describe how the property is associated with the life of a person significant in the past.*)

C. ARCHITECTURE (*On a continuation sheet describe how the property embodies the distinctive characteristics of a type, period, or method of construction, or that represents the work or a master, or possesses high artistic values.*)

Outbuildings: (*Describe any other buildings or structures on the property and whether they may be considered historic.*)
None were observed from the street.

INTEGRITY

To be eligible for the National Register, a property must have integrity, that is, it must be able to visually convey its importance. Provide detailed information below about the property's integrity. Use continuation sheets if necessary.

1. LOCATION ■ Original Site ☐ Moved (date_____) Original Site: 282 S. Colorado St.

2. DESIGN (*Describe alterations from the original design, including dates—known or estimated—when alterations were made*)
No alterations visible from the street.

3. SETTING (*Describe the natural and/or built environment around the property*) Structure is located in a suburban neighborhood setting. Landscaping consists of a Bermuda grass lawn with shrubs.

Describe how the setting has changed since the property's period of significance: Some properties have removed or replaced traditional landscaping with xeriscape. There is commercial encroachment along Arizona Ave and A.J. Chandler Blvd.

4. MATERIALS (*Describe the materials used in the following elements of the property*)
Walls (structure): Concrete block Foundation: Concrete Roof: Asphalt shingle
Windows: Multi-light steel casement, center operable with block sills
If the windows have been altered, what were they originally? No alterations observed from the street.
Wall Sheathing: Painted concrete block
If the sheathing has been altered, what was it originally? No alterations observed from the street.

5. WORKMANSHIP (*Describe the distinctive elements, if any, of craftsmanship or method of construction*)
Teara cotta tiles have been placed on the edges of each roof plane

NATIONAL REGISTER STATUS (if listed, check the appropriate box) NA
☐ Individually listed; ☐ Contributor ☐ Noncontributor to _____ Historic District
Date Listed:_____ ☐ Determined eligible by Keeper of National Register (date:_____)

RECOMMENDATIONS OF ELIGIBILITY (opinion of SHPO staff or survey consultant)
Property ☐ is ■ is not eligible individually.
Property ■ is ☐ is not eligible as a contributor to a potential historic district.
☐ More information needed to evaluate.
If not considered eligible, state reason:_____

FORM COMPLETED BY:
Name and Affiliation: Ian Johnson, Intern, Chandler Community Development Div. Date: 4 August 2005
Mailing Address: Mail Stop 418 PO Box 4008 Chandler AZ 85244-4008 Phone No.: 480.782.3217

STATE OF ARIZONA

HISTORIC PROPERTY INVENTORY FORM
CONTINUATION SHEET

name of property 282 S. Colorado St. Continuation Sheet No. 1

==========

ARCHITECTUAL DESCRIPTION:
Building is a rectilinear concrete block building with a pyramid roof clad in asphalt shingle and adorned with terra cotta tile along the roof planes. The rafter ends are boxed. The foundation is concrete. Fenestration is irregular, and the windows are multi-light steel casement windows with block sills. The level wood door entry is off center on the north side of the building parallel to the street. A shed roof carport extends from the north side of the structure over the entry, and is supported by undecorated square wood posts. Landscaping consists of a Bermuda grass lawn and shrubs.

STATEMENT OF SIGNIFICANCE:
Property is significant under criterion C as an example of Ranch architecture. Under criterion B and the context of Community Development and Planning, the physical placement and quality of the structure and its surrounding environs are significant as the product of deed restrictions and the application of City Beautiful concepts intended to enhance the value of a speculative land development by Dr. A.J. Chandler and the Chandler Improvement Co. The desire by the city council to perpetuate the aesthetic and urban order laid out in the original restrictions later resulted in the state's first zoning ordinance passed in 1926, which guided development in Chandler until 1961 when the code was rewritten. The lengthy development of this neighborhood from 1912-1955 created an eclectic collection of home styles from the early 20th century and shows the influence of some of Arizona's earliest efforts at community planning. This particular dwelling represents the middle-class housing common to the later development of the area.

282 S. Colorado St., looking NW



282 S. Colorado St., looking SW



STATE OF ARIZONA **HISTORIC PROPERTY INVENTORY FORM**

Please type or print clearly. Fill out each applicable space accurately and with as much information as is known about the property. ***Use continuation sheets where necessary.*** *Send completed form to: State Historic Preservation Office, 1300 W. Washington, Phoenix, AZ 85007*

PROPERTY IDENTIFICATION

For properties identified through survey: Site No: SS084 Survey Area: Silk Stocking Neighborhood

Historic Name(s): None

(*Enter the name(s), if any, that best reflects the property's historic importance.*)

Address: 283 N. Colorado St.

City or Town: City of Chandler ☐ vicinity County: Maricopa Tax Parcel No. 302 -62 -128

Township: 1S Range: 5E Section: 27 Quarter Section: SW1/4 Acreage: <1

Block: NA Lot(s): 373 Plat (Addition): Townsite of Chandler Year of plat (addition): 1912

UTM reference: Zone 12 Easting 421960 Northing 3685540 USGS 7.5' quad map: Chandler

Architect: ■ not determined ☐ known (source:)

Builder: ■ not determined ☐ known (source:)

Construction Date: c. 1950 ☐ known ■ estimated (source: Maricopa Co. Ass., City directory, Visual assessment)

STRUCTURAL CONDITION

■ Good (*well maintained, no serious problems apparent*)

☐ Fair (*some problems apparent*) Describe:

☐ Poor (*major problems; imminent threat*) Describe:

☐ Ruin/Uninhabitable

USES/FUNCTIONS

Describe how the property has been used over time, beginning with the original use.

Dwelling: single family residential, currently multi-family residential dwelling.

Sources: City directories, field survey

PHOTO INFORMATION

Date of photo: 5 June 2005

View Direction (*looking towards*) East

Negative No.: JPEG Image



SIGNIFICANCE

To be eligible for the National Register of Historic Places, a property must represent an important part of the history or architecture of an area. Note: a property need only be significant under one of the areas below to be eligible for the National Register.

A. HISTORIC EVENTS/TRENDS (*On a continuation sheet describe how the property is associated either with a significant historic event, or with a trend or pattern of events important to the history of the nation, the state, or a local community.*)

B. PERSON (*On a continuation sheet describe how the property is associated with the life of a person significant in the past.*)

C. ARCHITECTURE (*On a continuation sheet describe how the property embodies the distinctive characteristics of a type, period, or method of construction, or that represents the work or a master, or possesses high artistic values.*)

Outbuildings: (*Describe any other buildings or structures on the property and whether they may be considered historic.*)
None observed from the street.

INTEGRITY

To be eligible for the National Register, a property must have integrity, that is, it must be able to visually convey its importance. Provide detailed information below about the property's integrity. Use continuation sheets if necessary.

1. LOCATION ■ Original Site ☐ Moved (date_____) Original Site: 283 N. Colorado St.

2. DESIGN (*Describe alterations from the original design, including dates—known or estimated—when alterations were made*)
Some of the 1 over 1 double hung sash windows have been replaced with steel casement windows around 1950. A shed roof addition has been added to the rear of the structure, also a 1950s addition.

3. SETTING (*Describe the natural and/or built environment around the property*) Structure is located in a suburban neighborhood setting. Landscaping consists of a Bermuda grass lawn with shrubs.

Describe how the setting has changed since the property's period of significance: Some properties have removed or replaced traditional landscaping with xeriscape. There is commercial encroachment along Arizona Ave and A.J. Chandler Blvd.

4. MATERIALS (*Describe the materials used in the following elements of the property)*
Walls (structure): Wood frame Foundation: Concrete Roof: Asphalt shingle
Windows: 1 over 1 double hung sash, and steel casement
If the windows have been altered, what were they originally? 1 over 1 double hung sash
Wall Sheathing: Stucco
If the sheathing has been altered, what was it originally? No alterations observed from the street.

5. WORKMANSHIP (*Describe the distinctive elements, if any, of craftsmanship or method of construction*)
None

NATIONAL REGISTER STATUS (if listed, check the appropriate box) NA
☐ Individually listed; ☐ Contributor ☐ Noncontributor to_____ Historic District
Date Listed:_____ ☐ Determined eligible by Keeper of National Register (date:_____)

RECOMMENDATIONS OF ELIGIBILITY (opinion of SHPO staff or survey consultant)
Property ☐ is ■ is not eligible individually.
Property ■ is ☐ is not eligible as a contributor to a potential historic district.
☐ More information needed to evaluate.
If not considered eligible, state reason:_____

FORM COMPLETED BY:
Name and Affiliation: Ian Johnson, Intern, Chandler Community Development Div. Date: 6 August 2005
Mailing Address: Mail Stop 418 PO Box 4008 Chandler AZ 85244-4008 Phone No.: 480.782.3217

STATE OF ARIZONA

HISTORIC PROPERTY INVENTORY FORM
CONTINUATION SHEET

name of property 283 N. Colorado St. Continuation Sheet No. 1

ARCHITECTUAL DESCRIPTION:
Building is a single-story rectilinear side-gabled structure with a low-pitch asphalt shingle roof with terracotta tile at the peak, stucco cladding, a concrete foundation and both 1 over 1 double hung sash and steel casement windows. The south half of the building is recessed four feet under the roof line to form a shallow porch supported by evenly spaced undecorated square wood posts. The south exterior wall extends from the structure to enclose the porch. Three terracotta roof drains are attacked horizontally at the end of each gable. Fenestration is regular, and the single-step entry is centered and recessed under the porch roof. Landscaping consists of a Bermuda grass lawn, trees, and shrubs.

STATEMENT OF SIGNIFICANCE:
Property is significant under criterion C as an example of early ranch architecture. Under criterion B and the context of Community Development and Planning, the physical placement and quality of the structure and its surrounding environs are significant as the product of deed restrictions and the application of City Beautiful concepts intended to enhance the value of a speculative land development by Dr. A.J. Chandler and the Chandler Improvement Co. The desire by the city council to perpetuate the aesthetic and urban order laid out in the original restrictions later resulted in the state's first zoning ordinance passed in 1926, which guided development in Chandler until 1961 when the code was rewritten. The lengthy development of this neighborhood from 1912-1955 created an eclectic collection of home styles from the early 20th century and shows the influence of some of Arizona's earliest efforts at community planning. This particular dwelling represents the middle-class housing common to the later development of the area.

283 N. Colorado St., looking NE



283 N. Colorado St., looking SE



STATE OF ARIZONA **HISTORIC PROPERTY INVENTORY FORM**

Please type or print clearly. Fill out each applicable space accurately and with as much information as is known about the property. ***Use continuation sheets where necessary.*** *Send completed form to: State Historic Preservation Office, 1300 W. Washington, Phoenix, AZ 85007*

PROPERTY IDENTIFICATION

For properties identified through survey: Site No: SS086 Survey Area: Silk Stocking Neighborhood

Historic Name(s): None

(*Enter the name(s), if any, that best reflects the property's historic importance.*)

Address: 265 N. Colorado St.

City or Town: City of Chandler ☐ vicinity County: Maricopa Tax Parcel No. 302 -62 - 132

Township: 1S Range: 5E Section: 27 Quarter Section: SW1/4 Acreage: <1

Block: NA Lot(s): 377 Plat (Addition): Townsite of Chandler Year of plat (addition): 1912

UTM reference: Zone 12 Easting 421960 Northing 2685500 USGS 7.5' quad map: Chandler

Architect: ___ ■ not determined ☐ known (source: ___)

Builder: ___ ■ not determined ☐ known (source: ___)

Construction Date: c. 1940 ☐ known ■ estimated (source: Maricopa Co. Ass., City directory)
Post Dec 1926-Water System Map

STRUCTURAL CONDITION

☐ Good (*well maintained, no serious problems apparent*)

■ Fair (*some problems apparent*) Describe: Wood elements show evidence of dry rot, exterior cladding is cracking and peeling off the building.

☐ Poor (*major problems; imminent threat*) Describe: ___

☐ Ruin/Uninhabitable

USES/FUNCTIONS

Describe how the property has been used over time, beginning with the original use.

Dwelling: single family residential

Sources: City directories, field survey

PHOTO INFORMATION

Date of photo: 5 June 2005

View Direction (*looking towards*) East

Negative No.: JPEG Image



SIGNIFICANCE

To be eligible for the National Register of Historic Places, a property must represent an important part of the history or architecture of an area. Note: a property need only be significant under one of the areas below to be eligible for the National Register.

A. HISTORIC EVENTS/TRENDS (*On a continuation sheet describe how the property is associated either with a significant historic event, or with a trend or pattern of events important to the history of the nation, the state, or a local community.*)

B. PERSON (*On a continuation sheet describe how the property is associated with the life of a person significant in the past.*)

C. ARCHITECTURE (*On a continuation sheet describe how the property embodies the distinctive characteristics of a type, period, or method of construction, or that represents the work or a master, or possesses high artistic values.*)

Outbuildings: (*Describe any other buildings or structures on the property and whether they may be considered historic.*) Original matching, front gabled garage with stucco cladding and an asphalt shingle roof. Structure is eligible for listing.

INTEGRITY

To be eligible for the National Register, a property must have integrity, that is, it must be able to visually convey its importance. Provide detailed information below about the property's integrity. Use continuation sheets if necessary.

1. LOCATION ■ Original Site ☐ Moved (date_____) Original Site: 265 N. Colorado St.

2. DESIGN (*Describe alterations from the original design, including dates—known or estimated—when alterations were made*) No alterations visible from the street.

3. SETTING (*Describe the natural and/or built environment around the property*) Structure is located in a suburban neighborhood setting. Landscaping consists of a Bermuda grass lawn with shrubs.

   Describe how the setting has changed since the property's period of significance: Some properties have removed or replaced traditional landscaping with xeriscape. There is commercial encroachment along Arizona Ave and A.J. Chandler Blvd.

4. MATERIALS (*Describe the materials used in the following elements of the property)*
   Walls (structure): Wood frame Foundation: Concrete Roof: Asphalt shingle
   Windows: Multi-light steel casement, with center lights operable
   If the windows have been altered, what were they originally? No alterations visible from the street.
   Wall Sheathing: stucco
   If the sheathing has been altered, what was it originally? No alterations visible from the street.

5. WORKMANSHIP (*Describe the distinctive elements, if any, of craftsmanship or method of construction*)
   Terracotta tile attic vents

NATIONAL REGISTER STATUS (if listed, check the appropriate box) NA

☐ Individually listed; ☐ Contributor ☐ Noncontributor to_____ Historic District
Date Listed:_____ ☐ Determined eligible by Keeper of National Register (date:_____)

RECOMMENDATIONS OF ELIGIBILITY (opinion of SHPO staff or survey consultant)

Property ☐ is ■ is not eligible individually.
Property ■ is ☐ is not eligible as a contributor to a potential historic district.
☐ More information needed to evaluate.
If not considered eligible, state reason:_____

FORM COMPLETED BY: Alliance Architects, LLC. "Historic Resources Survey of Chandler." Phoenix, 1998; edited by:
Name and Affiliation: Ian Johnson, Intern, Chandler Community Development Div. Date: 10 August 2005
Mailing Address: Mail Stop 418 PO Box 4008 Chandler AZ 85244-4008 Phone No.: 480.782.3217

STATE OF ARIZONA

HISTORIC PROPERTY INVENTORY FORM
CONTINUATION SHEET

name of property: 265 N. Colorado St. Continuation Sheet No. 1

ARCHITECTUAL DESCRIPTION:
Building is a single-story massed plan home with a low-pitch side-gabled roof clad in asphalt shingle with exposed rafter tails. Clay attic vents are placed on the end of each gable. The foundation is concrete, and the exterior cladding is stucco. Windows are multi-light steel casement with the center light operable, fenestration is regular. The single-step centered wood door entry is covered with a front-gabled porch with vertical wood siding on the gable, and supported with diagonally placed square wood supports. Landscaping consists of a patch lawn without shrubs or trees.

STATEMENT OF SIGNIFICANCE:
This Chandler Improvement Co. spec house is significant under criterion C as an example of side-gabled Massed Plan Folk House architecture. Significant residents include F. Steele, owner of Western Auto Store and the Cotton Gin manager (1948-1952). Under criterion B and the context of Community Development and Planning, the physical placement and quality of the structure and its surrounding environs are significant as the product of deed restrictions and the application of City Beautiful concepts intended to enhance the value of a speculative land development by Dr. A.J. Chandler and the Chandler Improvement Co. The desire by the city council to perpetuate the aesthetic and urban order laid out in the original restrictions later resulted in the state's first zoning ordinance passed in 1926, which guided development in Chandler until 1961 when the code was rewritten. The lengthy development of this neighborhood from 1912-1955 created an eclectic collection of home styles from the early 20th century and shows the influence of some of Arizona's earliest efforts at community planning. This particular dwelling represents the middle-class housing common to the later development of the area.

265 N. Colorado St., looking NE



265 N. Colorado St., looking SE



STATE OF ARIZONA **HISTORIC PROPERTY INVENTORY FORM**

Please type or print clearly. Fill out each applicable space accurately and with as much information as is known about the property. ***Use continuation sheets where necessary.*** *Send completed form to: State Historic Preservation Office, 1300 W. Washington, Phoenix, AZ 85007*

PROPERTY IDENTIFICATION

For properties identified through survey: Site No: SS087 Survey Area: Silk Stocking Neighborhood

Historic Name(s): None

(*Enter the name(s), if any, that best reflects the property's historic importance.*)

Address: 255 N. Colorado St.

City or Town: City of Chandler ☐ vicinity County: Maricopa Tax Parcel No. 302 -62 -134

Township: 1S Range: 5E Section: 27 Quarter Section: SW1/4 Acreage: <1

Block: NA Lot(s): 379 Plat (Addition): Townsite of Chandler Year of plat (addition): 1912

UTM reference: Zone 12 Easting 421960 Northing 3685480 USGS 7.5' quad map: Chandler

Architect: ■ not determined ☐ known (source:)

Builder: ■ not determined ☐ known (source:)

Construction Date: c. 1940 ☐ known ■ estimated (source: Maricopa Co. Ass., City directory)
Post Dec 1926-Water System Map

STRUCTURAL CONDITION

■ Good (*well maintained, no serious problems apparent*)

☐ Fair (*some problems apparent*) Describe:

☐ Poor (*major problems; imminent threat*) Describe:

☐ Ruin/Uninhabitable

USES/FUNCTIONS

Describe how the property has been used over time, beginning with the original use.

Dwelling: single family residential

Sources: City directories, field survey

PHOTO INFORMATION

Date of photo: 5 June 2005

View Direction (*looking towards*) East

Negative No.: JPEG Image



SIGNIFICANCE

To be eligible for the National Register of Historic Places, a property must represent an important part of the history or architecture of an area. Note: a property need only be significant under one of the areas below to be eligible for the National Register.

A. HISTORIC EVENTS/TRENDS (*On a continuation sheet describe how the property is associated either with a significant historic event, or with a trend or pattern of events important to the history of the nation, the state, or a local community.*)

B. PERSON (*On a continuation sheet describe how the property is associated with the life of a person significant in the past.*)

C. ARCHITECTURE (*On a continuation sheet describe how the property embodies the distinctive characteristics of a type, period, or method of construction, or that represents the work or a master, or possesses high artistic values.*)

Outbuildings: (*Describe any other buildings or structures on the property and whether they may be considered historic.*)
None are visible from the street.

INTEGRITY

To be eligible for the National Register, a property must have integrity, that is, it must be able to visually convey its importance. Provide detailed information below about the property's integrity. Use continuation sheets if necessary.

1. LOCATION ■ Original Site ☐ Moved (date_____) Original Site: 255 N. Colorado St.

2. DESIGN (*Describe alterations from the original design, including dates—known or estimated—when alterations were made*)
Steel casement windows have been replaced with aluminum sliding windows, structure has been re-
Stuccoed, decorative stucco borders have been added around the windows and door in the 2000s

3. SETTING (*Describe the natural and/or built environment around the property*) Structure is located in a suburban neighborhood setting. Landscaping consists of a Bermuda grass lawn with shrubs.

Describe how the setting has changed since the property's period of significance: Some properties have removed or replaced traditional landscaping with xeriscape. There is commercial encroachment along Arizona Ave and A.J. Chandler Blvd.

4. MATERIALS (*Describe the materials used in the following elements of the property*)
Walls (structure): Wood frame Foundation: Concrete Roof: Asphalt shingle
Windows: Aluminum frame, sliding
If the windows have been altered, what were they originally? Steel casement
Wall Sheathing: Stucco
If the sheathing has been altered, what was it originally? Stucco, and wood cladding on gables.

5. WORKMANSHIP (*Describe the distinctive elements, if any, of craftsmanship or method of construction*)
Clay tile attic vents of the end of each gable.

NATIONAL REGISTER STATUS (if listed, check the appropriate box) NA
☐ Individually listed; ☐ Contributor ☐ Noncontributor to_____ Historic District
Date Listed:_____ ☐ Determined eligible by Keeper of National Register (date:_____)

RECOMMENDATIONS OF ELIGIBILITY (opinion of SHPO staff or survey consultant)
Property ☐ is ■ is not eligible individually.
Property ☐ is ■ is not eligible as a contributor to a potential historic district.
☐ More information needed to evaluate.
If not considered eligible, state reason: Lack of integrity due to loss of historic windows and wall cladding.

FORM COMPLETED BY: Alliance Architects, LLC. "Historic Resources Survey of Chandler." Phoenix, 1998; edited by:
Name and Affiliation: Ian Johnson, Intern, Chandler Community Development Div. Date: 10 August 2005
Mailing Address: Mail Stop 418 PO Box 4008 Chandler AZ 85244-4008 Phone No.: 480.782.3217

STATE OF ARIZONA

HISTORIC PROPERTY INVENTORY FORM
CONTINUATION SHEET

name of property: 255 N. Colorado St. Continuation Sheet No. 1

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ARCHITECTUAL DESCRIPTION:
Building is a single-story rectilinear home with concrete foundation, and stucco exterior wall cladding applied in the 2000s. The roof is a front cross-gable with a low-pitch clad in asphalt shingle with a minimal overhang. Windows were replaced in 2000s with aluminum sliding windows, fenestration is irregular. The level centered wood door entry is covered with a shed porch roof that extends from the roof plane. The porch is supported by two square stucco clad posts. Stucco borders surround the windows and door was added in the 2000s. Metal roof vents are placed the end of each gable. A new sidewalk and driveway have been added, most likely at the same time as the other changes. A block wall to the south, and a wood fence to the north enclose the rear and side yards, also added in the 2000s. Landscaping consists of a Bermuda grass lawn and a tree.

STATEMENT OF SIGNIFICANCE:
This Chandler Improvement Co. house is significant under criterion C as an example of Ranch architecture. Past residents include A.L Estrella, a hay bailing contractor (1948-1949), and R.C. Harshey, a clerk at Thomas' Locker Plant and Grocery (1952). Under criterion B and the context of Community Development and Planning, the physical placement and quality of the structure and its surrounding environs are significant as the product of deed restrictions and the application of City Beautiful concepts intended to enhance the value of a speculative land development by Dr. A.J. Chandler and the Chandler Improvement Co. The desire by the city council to perpetuate the aesthetic and urban order laid out in the original restrictions later resulted in the state's first zoning ordinance passed in 1926, which guided development in Chandler until 1961 when the code was rewritten. The lengthy development of this neighborhood from 1912-1955 created an eclectic collection of home styles from the early 20th century and shows the influence of some of Arizona's earliest efforts at community planning. This particular dwelling represents the middle-class housing common to the later development of the area.

255 N. Colorado St., looking NE



255 N. Colorado St., looking SE



STATE OF ARIZONA **HISTORIC PROPERTY INVENTORY FORM**

Please type or print clearly. Fill out each applicable space accurately and with as much information as is known about the property. ***Use continuation sheets where necessary****. Send completed form to: State Historic Preservation Office, 1300 W. Washington, Phoenix, AZ 85007*

PROPERTY IDENTIFICATION

For properties identified through survey: Site No: SS089 Survey Area: Silk Stocking Neighborhood

Historic Name(s): None

(*Enter the name(s), if any, that best reflects the property's historic importance.*)

Address: 237 N. Colorado St.

City or Town: City of Chandler ☐ vicinity County: Maricopa Tax Parcel No. 302 -62 -138

Township: 1S Range: 5E Section: 27 Quarter Section: SW1/4 Acreage: <1

Block: NA Lot(s): 383 Plat (Addition): Townsite of Chandler Year of plat (addition): 1912

UTM reference: Zone 12 Easting 421960 Northing 3685440 USGS 7.5' quad map: Chandler

Architect: ■ not determined ☐ known (source:)

Builder: ■ not determined ☐ known (source:)

Construction Date: c. 1920 ☐ known ■ estimated (source: Maricopa Co. Ass., City directory)
Dec 1926-Water System Map
Chandler Arizonan, 1920

STRUCTURAL CONDITION

■ Good (*well maintained, no serious problems apparent*)

☐ Fair (*some problems apparent*) Describe:

☐ Poor (*major problems; imminent threat*) Describe:

☐ Ruin/Uninhabitable

USES/FUNCTIONS

Describe how the property has been used over time, beginning with the original use.

Dwelling: single family residential

Sources: City directories, field observation

PHOTO INFORMATION

Date of photo: 5 June 2005

View Direction (*looking towards*) East

Negative No.: JPEG Image



SIGNIFICANCE

To be eligible for the National Register of Historic Places, a property must represent an important part of the history or architecture of an area. Note: a property need only be significant under one of the areas below to be eligible for the National Register.

A. HISTORIC EVENTS/TRENDS (*On a continuation sheet describe how the property is associated either with a significant historic event, or with a trend or pattern of events important to the history of the nation, the state, or a local community.*)

B. PERSON (*On a continuation sheet describe how the property is associated with the life of a person significant in the past.*)

C. ARCHITECTURE (*On a continuation sheet describe how the property embodies the distinctive characteristics of a type, period, or method of construction, or that represents the work or a master, or possesses high artistic values.*)

Outbuildings: (*Describe any other buildings or structures on the property and whether they may be considered historic.*)
A front gabled garage/storage building with stucco cladding, asphalt shingle roofing is located on the SE corner of the property, most likely built in the 1940s or later.

INTEGRITY

To be eligible for the National Register, a property must have integrity, that is, it must be able to visually convey its importance. Provide detailed information below about the property's integrity. Use continuation sheets if necessary.

1. LOCATION ■ Original Site ☐ Moved (date_____) Original Site: 237 N. Colorado St.

2. DESIGN (*Describe alterations from the original design, including dates—known or estimated—when alterations were made*)
1970s steel shed roof carport addition on the north side of the building. Modification of the porch posts, beams, and rail occurred sometime in the 1950s.

3. SETTING (*Describe the natural and/or built environment around the property*) Structure is located in a suburban neighborhood setting. Landscaping consists of a Bermuda grass lawn with shrubs.

Describe how the setting has changed since the property's period of significance: Some properties have removed or replaced traditional landscaping with xeriscape. There is commercial encroachment along Arizona Ave and A.J. Chandler Blvd.

4. MATERIALS (*Describe the materials used in the following elements of the property*)
Walls (structure): Cast concrete block Foundation: Concrete Roof: Asphalt shingle
Windows: Wood casement, 1 light in pairs
If the windows have been altered, what were they originally? No alterations visible from the street.
Wall Sheathing: Cast rusticated concrete block
If the sheathing has been altered, what was it originally? No alterations visible from the street.

5. WORKMANSHIP (*Describe the distinctive elements, if any, of craftsmanship or method of construction*)
Lattice attic vent, shingles, and knee bracing at the gable.

NATIONAL REGISTER STATUS (if listed, check the appropriate box) NA
☐ Individually listed; ☐ Contributor ☐ Noncontributor to_____ Historic District
Date Listed:_____ ☐ Determined eligible by Keeper of National Register (date:_____)

RECOMMENDATIONS OF ELIGIBILITY (opinion of SHPO staff or survey consultant)
Property ☐ is ■ is not eligible individually.
Property ■ is ☐ is not eligible as a contributor to a potential historic district.
☐ More information needed to evaluate.
If not considered eligible, state reason:_____

FORM COMPLETED BY: Alliance Architects, LLC. "Historic Resources Survey of Chandler." Phoenix, 1998; edited by:
Name and Affiliation: Ian Johnson, Intern, Chandler Community Development Div. Date: 10 August 2005
Mailing Address: Mail Stop 418 PO Box 4008 Chandler AZ 85244-4008 Phone No.: 480.782.3217

STATE OF ARIZONA

HISTORIC PROPERTY INVENTORY FORM
CONTINUATION SHEET

name of property: 237 N. Colorado St. Continuation Sheet No. 1

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ARCHITECTUAL DESCRIPTION:
Building is a single-story home with rusticated cast concrete block construction and a concrete foundation. The roof is a front-gable with a rear cross gable, both low pitch and clad in asphalt shingle. Wood lattice work, shingle, and knee bracing decorates each gable. Windows are wood casement with paired lights. Fenestration on the façade is regular, and irregular on the other building faces. The centered single-step wood door entry is recessed under the front gable. The porch is supported by four equally spaced square undecorated wood posts. A 1950s era picket railing encloses the porch. A steel shed roof carport supported by decorative steel posts was added in the 1970s to the north side of the building. Landscaping consists of a Bermuda grass lawn and shrubs.

STATEMENT OF SIGNIFICANCE:
Property is significant under criterion C as an example of Bungalow architecture. Under criterion B and the context of Community Development and Planning, the physical placement and quality of the structure and its surrounding environs are significant as the product of deed restrictions and the application of City Beautiful concepts intended to enhance the value of a speculative land development by Dr. A.J. Chandler and the Chandler Improvement Co. The desire by the city council to perpetuate the aesthetic and urban order laid out in the original restrictions later resulted in the state's first zoning ordinance passed in 1926, which guided development in Chandler until 1961 when the code was rewritten. The lengthy development of this neighborhood from 1912-1955 created an eclectic collection of home styles from the early 20th century and shows the influence of some of Arizona's earliest efforts at community planning. This particular dwelling represents the upper-class housing common to the earlier development of the area.

237 N. Colorado St., looking NE



237 N. Colorado St., looking SE



STATE OF ARIZONA **HISTORIC PROPERTY INVENTORY FORM**

Please type or print clearly. Fill out each applicable space accurately and with as much information as is known about the property. ***Use continuation sheets where necessary.*** *Send completed form to: State Historic Preservation Office, 1300 W. Washington, Phoenix, AZ 85007*

PROPERTY IDENTIFICATION

For properties identified through survey: Site No: SS091 Survey Area: Silk Stocking Neighborhood

Historic Name(s): None

(*Enter the name(s), if any, that best reflects the property's historic importance.*)

Address: 219 N. Colorado St.

City or Town: City of Chandler ☐ vicinity County: Maricopa Tax Parcel No. 302 -62 - 142

Township: 1S Range: 5E Section: 27 Quarter Section: SW1/4 Acreage: <1

Block: NA Lot(s): 387 Plat (Addition): Townsite of Chandler Year of plat (addition): 1912

UTM reference: Zone 12 Easting 421960 Northing 3685400 USGS 7.5' quad map: Chandler

Architect: ■ not determined ☐ known (source:)

Builder: ■ not determined ☐ known (source:)

Construction Date: 1942 ■ known ☐ estimated (source: Maricopa Co. Ass., City directory)
Post Dec 1926 Water Map

STRUCTURAL CONDITION

■ Good (*well maintained, no serious problems apparent*)

☐ Fair (*some problems apparent*) Describe:

☐ Poor (*major problems; imminent threat*) Describe:

☐ Ruin/Uninhabitable

USES/FUNCTIONS

Describe how the property has been used over time, beginning with the original use.

Dwelling: single family residential

Sources: City directories, field survey

PHOTO INFORMATION

Date of photo: 5 June 2005

View Direction (*looking towards*) East

Negative No.: JPEG Image



SIGNIFICANCE

To be eligible for the National Register of Historic Places, a property must represent an important part of the history or architecture of an area. Note: a property need only be significant under one of the areas below to be eligible for the National Register.

A. HISTORIC EVENTS/TRENDS (*On a continuation sheet describe how the property is associated either with a significant historic event, or with a trend or pattern of events important to the history of the nation, the state, or a local community.*)

B. PERSON (*On a continuation sheet describe how the property is associated with the life of a person significant in the past.*)

C. ARCHITECTURE (*On a continuation sheet describe how the property embodies the distinctive characteristics of a type, period, or method of construction, or that represents the work or a master, or possesses high artistic values.*)

Outbuildings: (*Describe any other buildings or structures on the property and whether they may be considered historic.*)
None observed from the street.

INTEGRITY

To be eligible for the National Register, a property must have integrity, that is, it must be able to visually convey its importance. Provide detailed information below about the property's integrity. Use continuation sheets if necessary.

1. LOCATION ■ Original Site ☐ Moved (date_____) Original Site: 219 N. Colorado St.

2. DESIGN (*Describe alterations from the original design, including dates—known or estimated—when alterations were made*)
Entry orientation changed and expanded, and board and baton siding added to the entry in the 1950s
Around the same time, an addition was added to the rear of the building, extending north, and a front gable wing was added to the south side.
3. SETTING (*Describe the natural and/or built environment around the property*) Structure is located in a suburban neighborhood setting. Landscaping consists of a Bermuda grass lawn with shrubs.

Describe how the setting has changed since the property's period of significance: Some properties have removed or replaced traditional landscaping with xeriscape. There is commercial encroachment along Arizona Ave and A.J. Chandler Blvd.
4. MATERIALS (*Describe the materials used in the following elements of the property*)
Walls (structure): Wood frame Foundation: Concrete Roof: Asphalt shingle
Windows: Steel casement
If the windows have been altered, what were they originally? No alterations observed from the street.
Wall Sheathing: Stucco and board and baton siding
If the sheathing has been altered, what was it originally? Board and baton siding added in 1950s

5. WORKMANSHIP (*Describe the distinctive elements, if any, of craftsmanship or method of construction*)
Decorative fascia board around some windows.

NATIONAL REGISTER STATUS (if listed, check the appropriate box) NA
☐ Individually listed; ☐ Contributor ☐ Noncontributor to_____ Historic District
Date Listed:_____ ☐ Determined eligible by Keeper of National Register (date:_____)

RECOMMENDATIONS OF ELIGIBILITY (opinion of SHPO staff or survey consultant)
Property ☐ is ■ is not eligible individually.
Property ☐ is ■ is not eligible as a contributor to a potential historic district.
☐ More information needed to evaluate.
If not considered eligible, state reason: Number of significant additions to the original structure.

FORM COMPLETED BY:
Name and Affiliation: Ian Johnson, Intern, Chandler Community Development Div. Date: 8 August 2005
Mailing Address: Mail Stop 418 PO Box 4008 Chandler AZ 85244-4008 Phone No.: 480.782.3217

STATE OF ARIZONA

HISTORIC PROPERTY INVENTORY FORM
CONTINUATION SHEET

name of property 219 N. Colorado St. Continuation Sheet No. 1

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ARCHITECTUAL DESCRIPTION:
Building is a single-story side-gabled home with a front-gabled wing on the south side. The low-pitch roof is clad in asphalt shingle, and has exposed rafter ends. The foundation is concrete. The exterior cladding is stucco, with the exception of the enclosed level entry and a side gabled addition to the rear and north of the building which is board and baton. A porch roof extends from the building over the entry at a shallower angle that the roof, and is supported by undecorated square wood posts. The entry is parallel to the street, and fenestration is irregular. The board and baton addition has its own separate level entry. Windows are steel casement, with decorative wood cutouts surrounding the openings. Some windows have fabric awnings Landscaping consists of a Burmuda grass lawn, trees, and shrubs.

STATEMENT OF SIGNIFICANCE:
Property is significant under criterion C as an example of early Ranch architecture. Under criterion B and the context of Community Development and Planning, the physical placement and quality of the structure and its surrounding environs are significant as the product of deed restrictions and the application of City Beautiful concepts intended to enhance the value of a speculative land development by Dr. A.J. Chandler and the Chandler Improvement Co. The desire by the city council to perpetuate the aesthetic and urban order laid out in the original restrictions later resulted in the state's first zoning ordinance passed in 1926, which guided development in Chandler until 1961 when the code was rewritten. The lengthy development of this neighborhood from 1912-1955 created an eclectic collection of home styles from the early 20th century and shows the influence of some of Arizona's earliest efforts at community planning. This particular dwelling represents the middle-class housing common to the later development of the area.

219 N. Colorado St., looking NE



219 N. Colorado St., looking SE



STATE OF ARIZONA **HISTORIC PROPERTY INVENTORY FORM**

Please type or print clearly. Fill out each applicable space accurately and with as much information as is known about the property. ***Use continuation sheets where necessary****. Send completed form to: State Historic Preservation Office, 1300 W. Washington, Phoenix, AZ 85007*

PROPERTY IDENTIFICATION

For properties identified through survey: Site No: SS092 Survey Area: Silk Stocking Neighborhood

Historic Name(s): None

(*Enter the name(s), if any, that best reflects the property's historic importance.*)

Address: 209 N. Colorado St.

City or Town: City of Chandler ☐ vicinity County: Maricopa Tax Parcel No. 302 -62 - 145A

Township: 1S Range: 5E Section: 27 Quarter Section: SW1/4 Acreage: <1

Block: NA Lot(s): 389 Plat (Addition): Townsite of Chandler Year of plat (addition): 1912

UTM reference: Zone 12 Easting 421960 Northing 3685380 USGS 7.5' quad map: Chandler

Architect: ■ not determined ☐ known (source:)

Builder: ■ not determined ☐ known (source:)

Construction Date: c. 1940 ☐ known ■ estimated (source: Maricopa Co. Ass., City directory)
Post Dec 1926-Water System Map

STRUCTURAL CONDITION

■ Good (*well maintained, no serious problems apparent*)

☐ Fair (*some problems apparent*) Describe:

☐ Poor (*major problems; imminent threat*) Describe:

☐ Ruin/Uninhabitable

USES/FUNCTIONS

Describe how the property has been used over time, beginning with the original use.

Dwelling: single family residential

Sources: City directories, field survey

PHOTO INFORMATION

Date of photo: 5 June 2005

View Direction (*looking towards*) East

Negative No.: JPEG Image



SIGNIFICANCE

To be eligible for the National Register of Historic Places, a property must represent an important part of the history or architecture of an area. Note: a property need only be significant under one of the areas below to be eligible for the National Register.

A. HISTORIC EVENTS/TRENDS (*On a continuation sheet describe how the property is associated either with a significant historic event, or with a trend or pattern of events important to the history of the nation, the state, or a local community.*)

B. PERSON (*On a continuation sheet describe how the property is associated with the life of a person significant in the past.*)

C. ARCHITECTURE (*On a continuation sheet describe how the property embodies the distinctive characteristics of a type, period, or method of construction, or that represents the work or a master, or possesses high artistic values.*)

Outbuildings: (*Describe any other buildings or structures on the property and whether they may be considered historic.*)
None observed from the street.

INTEGRITY

To be eligible for the National Register, a property must have integrity, that is, it must be able to visually convey its importance. Provide detailed information below about the property's integrity. Use continuation sheets if necessary.

1. LOCATION ■ Original Site ☐ Moved (date_____) Original Site: 209 N. Colorado St.

2. DESIGN (*Describe alterations from the original design, including dates—known or estimated—when alterations were made*)
Building has been re-stuccoed in 1960s or 1970s.

3. SETTING (*Describe the natural and/or built environment around the property*) Structure is located in a suburban neighborhood setting. Landscaping consists of a Bermuda grass lawn with shrubs.

Describe how the setting has changed since the property's period of significance: Some properties have removed or replaced traditional landscaping with xeriscape. There is commercial encroachment along Arizona Ave and A.J. Chandler Blvd.

4. MATERIALS (*Describe the materials used in the following elements of the property)*
Walls (structure): Wood frame Foundation: Concrete Roof: Asphalt shingle
Windows: Multi-light steel casement, center lights operable
If the windows have been altered, what were they originally? No alterations observed from the street.
Wall Sheathing: Stucco
If the sheathing has been altered, what was it originally? Building re-stuccoed late.

5. WORKMANSHIP (*Describe the distinctive elements, if any, of craftsmanship or method of construction*)
Terracotta tile attic vents.

NATIONAL REGISTER STATUS (if listed, check the appropriate box) NA
☐ Individually listed; ☐ Contributor ☐ Noncontributor to_____ Historic District
Date Listed:_____ ☐ Determined eligible by Keeper of National Register (date:_____)

RECOMMENDATIONS OF ELIGIBILITY (opinion of SHPO staff or survey consultant)
Property ☐ is ■ is not eligible individually.
Property ■ is ☐ is not eligible as a contributor to a potential historic district.
☐ More information needed to evaluate.
If not considered eligible, state reason:_____

FORM COMPLETED BY:
Name and Affiliation: Ian Johnson, Intern, Chandler Community Development Div. Date: 9 August 2005
Mailing Address: Mail Stop 418 PO Box 4008 Chandler AZ 85244-4008 Phone No.: 480.782.3217

STATE OF ARIZONA

HISTORIC PROPERTY INVENTORY FORM
CONTINUATION SHEET

name of property: 209 N. Colorado St. Continuation Sheet No. 1

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ARCHITECTUAL DESCRIPTION:
Building is a single-story wood frame home with a concrete foundation. The roof is a low-pitch front-cross gable clad in asphalt shingle. The exterior wall cladding is stucco, which appears to have been redone. Windows are multi-light steel casement, with the center lights operable. Fenestration is irregular. The single-step entry is placed on the south side of the front gable with a shed roof as a continuation of the front gable. The porch is supported by undecorated square wood posts. Landscaping consists of a Bermuda grass lawn and shrubs.

STATEMENT OF SIGNIFICANCE:
This Chandler Improvement Company spec house is significant under criterion C as an example of Ranch architecture. Under criterion B and the context of Community Development and Planning, the physical placement and quality of the structure and its surrounding environs are significant as the product of deed restrictions and the application of City Beautiful concepts intended to enhance the value of a speculative land development by Dr. A.J. Chandler and the Chandler Improvement Co. The desire by the city council to perpetuate the aesthetic and urban order laid out in the original restrictions later resulted in the state's first zoning ordinance passed in 1926, which guided development in Chandler until 1961 when the code was rewritten. The lengthy development of this neighborhood from 1912-1955 created an eclectic collection of home styles from the early 20th century and shows the influence of some of Arizona's earliest efforts at community planning. This particular dwelling represents the middle-class housing common to the later development of the area.

209 N. Colorado St., looking NE



209 N. Colorado St., looking SE



STATE OF ARIZONA **HISTORIC PROPERTY INVENTORY FORM**

Please type or print clearly. Fill out each applicable space accurately and with as much information as is known about the property. ***Use continuation sheets where necessary.*** *Send completed form to: State Historic Preservation Office, 1300 W. Washington, Phoenix, AZ 85007*

PROPERTY IDENTIFICATION

For properties identified through survey: Site No: SS027 Survey Area: Silk Stocking Neighborhood

Historic Name(s): None

(*Enter the name(s), if any, that best reflects the property's historic importance.*)

Address: 298 N. Washington St.

City or Town: City of Chandler ☐ vicinity County: Maricopa Tax Parcel No. 302 -62 - 026

Township: 1S Range: 5E Section: 27 Quarter Section: SW1/4 Acreage: <1

Block: NA Lot(s): 238 Plat (Addition): Townsite of Chandler Year of plat (addition): 1912

UTM reference: Zone 12 Easting 421800 Northing 3685300 USGS 7.5' quad map: Chandler

Architect: ■ not determined ☐ known (source:)

Builder: ■ not determined ☐ known (source:)

Construction Date: c. 1940 ☐ known ■ estimated (source: Maricopa Co. Ass., City directory)
Post Dec 1926-Water System Map

STRUCTURAL CONDITION

■ Good (*well maintained, no serious problems apparent*)

☐ Fair (*some problems apparent*) Describe:

☐ Poor (*major problems; imminent threat*) Describe:

☐ Ruin/Uninhabitable

USES/FUNCTIONS

Describe how the property has been used over time, beginning with the original use.

Dwelling: single family residential

Sources: City directories, field survey

PHOTO INFORMATION

Date of photo: 5 June 2005

View Direction (*looking towards*) West

Negative No.: JPEG Image



SIGNIFICANCE

To be eligible for the National Register of Historic Places, a property must represent an important part of the history or architecture of an area. Note: a property need only be significant under one of the areas below to be eligible for the National Register.

A. HISTORIC EVENTS/TRENDS (*On a continuation sheet describe how the property is associated either with a significant historic event, or with a trend or pattern of events important to the history of the nation, the state, or a local community.*)

B. PERSON (*On a continuation sheet describe how the property is associated with the life of a person significant in the past.*)

C. ARCHITECTURE (*On a continuation sheet describe how the property embodies the distinctive characteristics of a type, period, or method of construction, or that represents the work or a master, or possesses high artistic values.*)

Outbuildings: (*Describe any other buildings or structures on the property and whether they may be considered historic.*)
None were observed from the street.

INTEGRITY

To be eligible for the National Register, a property must have integrity, that is, it must be able to visually convey its importance. Provide detailed information below about the property's integrity. Use continuation sheets if necessary.

1. LOCATION ■ Original Site ☐ Moved (date_____) Original Site: 298 N. Washington St.

2. DESIGN (*Describe alterations from the original design, including dates—known or estimated—when alterations were made*)
Building was re-stuccoed and with windows replaced in the 1980s.

3. SETTING (*Describe the natural and/or built environment around the property*) Structure is located in a suburban neighborhood setting. Landscaping consists of a Bermuda grass lawn with shrubs.

Describe how the setting has changed since the property's period of significance: Some properties have removed or replaced traditional landscaping with xeriscape. There is commercial encroachment along Arizona Ave and A.J. Chandler Blvd.

4. MATERIALS (*Describe the materials used in the following elements of the property*)
Walls (structure): Wood frame Foundation: Concrete Roof: Ceramic Spanish tile
Windows: Aluminum sliding horizontal and aluminum single hung
If the windows have been altered, what were they originally? Wood casement or wood double hung
Wall Sheathing: Modern stucco
If the sheathing has been altered, what was it originally? Early stucco

5. WORKMANSHIP (*Describe the distinctive elements, if any, of craftsmanship or method of construction*)
Tile attic vents at gable tops, arch over entrance, decorative pattern in chimney next to door.

NATIONAL REGISTER STATUS (if listed, check the appropriate box) NA
☐ Individually listed; ☐ Contributor ☐ Noncontributor to_____ Historic District
Date Listed:_____ ☐ Determined eligible by Keeper of National Register (date:_____)

RECOMMENDATIONS OF ELIGIBILITY (opinion of SHPO staff or survey consultant)
Property ☐ is ■ is not eligible individually.
Property ☐ is ■ is not eligible as a contributor to a potential historic district.
☐ More information needed to evaluate.
If not considered eligible, state reason: Lack of integrity due to loss of historic windows and cladding.

FORM COMPLETED BY: Alliance Architects, LLC. "Historic Resources Survey of Chandler." Phoenix, 1998; edited by:
Name and Affiliation: Ian Johnson, Intern, Chandler Community Development Div. Date: 13 August 2005
Mailing Address: Mail Stop 418 PO Box 4008 Chandler AZ 85244-4008 Phone No.: 480.782.3217

STATE OF ARIZONA

HISTORIC PROPERTY INVENTORY FORM
CONTINUATION SHEET

name of property: 298 N. Washington St. Continuation Sheet No. 1

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ARCHITECTUAL DESCRIPTION:
Building is a single-story wood frame home with a low-pitch front-gable wing added to the south side of the main low-pitch side gable. Ceramic roof vents are set at the top of each gable. Roofing is Spanish tile, cladding is modern stucco added in the 1980s, and the foundation is concrete. An exterior chimney decorated with brick patterning is situated next to the door on the north side of the front gable. Windows are aluminum sliding horizontal and aluminum single hung, and replaced the original windows in the 1980s. Fenestration is regular. The two-step wood door entry is recessed under an arched entryway, and covered with a steel security screen. Several low wall planter boxes have been added to the façade of the home and around the lot. Landscaping consists of crushed rock, foundation plantings of shrubs, and trees.

STATEMENT OF SIGNIFICANCE:
Property is significant under criterion C as an example of Spanish Colonial revival architecture. Under criterion B and the context of Community Development and Planning, the physical placement and quality of the structure and its surrounding environs are significant as the product of deed restrictions and the application of City Beautiful concepts intended to enhance the value of a speculative land development by Dr. A.J. Chandler and the Chandler Improvement Co. The desire by the city council to perpetuate the aesthetic and urban order laid out in the original restrictions later resulted in the state's first zoning ordinance passed in 1926, which guided development in Chandler until 1961 when the code was rewritten. The lengthy development of this neighborhood from 1912-1955 created an eclectic collection of home styles from the early 20th century and shows the influence of some of Arizona's earliest efforts at community planning. This particular dwelling represents the upper-class housing common to the earlier development of the area.

298 N. Washington St., looking NW



298 N. Washington St., looking SW



STATE OF ARIZONA **HISTORIC PROPERTY INVENTORY FORM**

Please type or print clearly. Fill out each applicable space accurately and with as much information as is known about the property. ***Use continuation sheets where necessary.*** *Send completed form to: State Historic Preservation Office, 1300 W. Washington, Phoenix, AZ 85007*

PROPERTY IDENTIFICATION

For properties identified through survey: Site No: SS025 Survey Area: Silk Stocking Neighborhood

Historic Name(s): None

(*Enter the name(s), if any, that best reflects the property's historic importance.*)

Address: 282 N. Washington St.

City or Town: City of Chandler ☐ vicinity County: Maricopa Tax Parcel No. 302 -62 - 029A

Township: 1S Range: 5E Section: 27 Quarter Section: SW1/4 Acreage: <1

Block: NA Lot(s): 242/244 Plat (Addition): Townsite of Chandler Year of plat (addition): 1912

UTM reference: Zone 12 Easting 421800 Northing 3685500 USGS 7.5' quad map: Chandler

Architect: ■ not determined ☐ known (source:)

Builder: ■ not determined ☐ known (source:)

Construction Date: 1920 ■ known ☐ estimated (source: Maricopa Co. Ass., City directory)
Post Dec 1926-Water System Map

STRUCTURAL CONDITION

■ Good (*well maintained, no serious problems apparent*)

☐ Fair (*some problems apparent*) Describe:

☐ Poor (*major problems; imminent threat*) Describe:

☐ Ruin/Uninhabitable

USES/FUNCTIONS

Describe how the property has been used over time, beginning with the original use.

Dwelling: single family residential

Sources: City directories, field observation

PHOTO INFORMATION

Date of photo: 5 June 2005

View Direction (*looking towards*) West

Negative No.: JPEG Image



SIGNIFICANCE

To be eligible for the National Register of Historic Places, a property must represent an important part of the history or architecture of an area. Note: a property need only be significant under one of the areas below to be eligible for the National Register.

A. HISTORIC EVENTS/TRENDS (*On a continuation sheet describe how the property is associated either with a significant historic event, or with a trend or pattern of events important to the history of the nation, the state, or a local community.*)

B. PERSON (*On a continuation sheet describe how the property is associated with the life of a person significant in the past.*)

C. ARCHITECTURE (*On a continuation sheet describe how the property embodies the distinctive characteristics of a type, period, or method of construction, or that represents the work or a master, or possesses high artistic values.*)

Outbuildings: (*Describe any other buildings or structures on the property and whether they may be considered historic.*)
None observed from the street.

INTEGRITY

To be eligible for the National Register, a property must have integrity, that is, it must be able to visually convey its importance. Provide detailed information below about the property's integrity. Use continuation sheets if necessary.

1. LOCATION ■ Original Site ☐ Moved (date_____) Original Site: 282 N. Washington St.

2. DESIGN (*Describe alterations from the original design, including dates—known or estimated—when alterations were made*)
Fabric awnings over the windows, carport and gutters added, and front porch posts altered, c. 1955.

3. SETTING (*Describe the natural and/or built environment around the property*) Structure is located in a suburban neighborhood setting. Landscaping consists of a Bermuda grass lawn with shrubs.

Describe how the setting has changed since the property's period of significance: Some properties have removed or replaced traditional landscaping with xeriscape. There is commercial encroachment along Arizona Ave and A.J. Chandler Blvd.

4. MATERIALS (*Describe the materials used in the following elements of the property)*
Walls (structure): Brick Foundation: Concrete Roof: Asphalt shingle
Windows: Wood casement with 8 lights each front window with 4 sashes
If the windows have been altered, what were they originally? No alterations observed from the street.
Wall Sheathing: Stucco with wood panel at the gable
If the sheathing has been altered, what was it originally? No alterations observed from the street.

5. WORKMANSHIP (*Describe the distinctive elements, if any, of craftsmanship or method of construction*)
Outrigger beams at the gable ends.

NATIONAL REGISTER STATUS (if listed, check the appropriate box) NA
☐ Individually listed; ☐ Contributor ☐ Noncontributor to_____ Historic District
Date Listed:_____ ☐ Determined eligible by Keeper of National Register (date:_____)

RECOMMENDATIONS OF ELIGIBILITY (opinion of SHPO staff or survey consultant)
Property ☐ is ■ is not eligible individually.
Property ■ is ☐ is not eligible as a contributor to a potential historic district.
☐ More information needed to evaluate.
If not considered eligible, state reason:_____

FORM COMPLETED BY: Alliance Architects, LLC. "Historic Resources Survey of Chandler." Phoenix, 1998; edited by:
Name and Affiliation: Ian Johnson, Intern, Chandler Community Development Div. Date: 12 August 2005
Mailing Address: Mail Stop 418 PO Box 4008 Chandler AZ 85244-4008 Phone No.: 480.782.3217

STATE OF ARIZONA

HISTORIC PROPERTY INVENTORY FORM
CONTINUATION SHEET

name of property: 282 N. Washington St. Continuation Sheet No. 1

==========

ARCHITECTUAL DESCRIPTION:
Building is a single story brick home with a medium-pitch side gabled roof clad in asphalt shingle with exposed rafter ends covered with aluminum gutters. Outrigger beams decorate the ends of the gable. Exterior cladding is stucco, with wood panel at the gables. The foundation is concrete. Windows are wood casement with 8 lights each with the front window consisting of 4 sashes. The wood door entry is off-center and under a single-step entry porch with is integral with the house, and is supported by stuccoed masonry columns. French doors are adjacent to the entry. A shed roof carport extends from the north side of the home and is supported by stuccoed columns similar to those on the home. This addition, the fabric awning over the front window, and the shortened porch column are c. 1950s changes. Landscaping consists of a dirt yard with patchy grass and shrubs.

STATEMENT OF SIGNIFICANCE:
Property is significant under criterion C as an example of bungalow architecture. Under criterion B and the context of Community Development and Planning, the physical placement and quality of the structure and its surrounding environs are significant as the product of deed restrictions and the application of City Beautiful concepts intended to enhance the value of a speculative land development by Dr. A.J. Chandler and the Chandler Improvement Co. The desire by the city council to perpetuate the aesthetic and urban order laid out in the original restrictions later resulted in the state's first zoning ordinance passed in 1926, which guided development in Chandler until 1961 when the code was rewritten. The lengthy development of this neighborhood from 1912-1955 created an eclectic collection of home styles from the early 20th century and shows the influence of some of Arizona's earliest efforts at community planning. This particular dwelling represents the upper-class housing common to the earlier development of the area.

282 N. Washington St., looking NW



282 N. Washington St., looking SW



STATE OF ARIZONA **HISTORIC PROPERTY INVENTORY FORM**

Please type or print clearly. Fill out each applicable space accurately and with as much information as is known about the property. ***Use continuation sheets where necessary.*** *Send completed form to: State Historic Preservation Office, 1300 W. Washington, Phoenix, AZ 85007*

PROPERTY IDENTIFICATION

For properties identified through survey: Site No: SS021 Survey Area: Silk Stocking Neighborhood

Historic Name(s): None

(*Enter the name(s), if any, that best reflects the property's historic importance.*)

Address: 218 N. Washington St.

City or Town: City of Chandler ☐ vicinity County: Maricopa Tax Parcel No. 302 -62 - 040A

Township: 1S Range: 5E Section: 27 Quarter Section: SW1/4 Acreage: <1

Block: NA Lot(s): 254/256 Plat (Addition): Townsite of Chandler Year of plat (addition): 1912

UTM reference: Zone 12 Easting 421800 Northing 3685400 USGS 7.5' quad map: Chandler

Architect: ■ not determined ☐ known (source:)

Builder: ■ not determined ☐ known (source:)

Construction Date: 1919 ■ known ☐ estimated (source: Maricopa Co. Ass., City directory)
Post Dec 1926-Water System Map
1923 tax roles, *Chandler Arizonan*
February 1919

STRUCTURAL CONDITION

■ Good (*well maintained, no serious problems apparent*)

☐ Fair (*some problems apparent*) Describe:

☐ Poor (*major problems; imminent threat*) Describe:

☐ Ruin/Uninhabitable

USES/FUNCTIONS

Describe how the property has been used over time, beginning with the original use.

Dwelling: single family residential

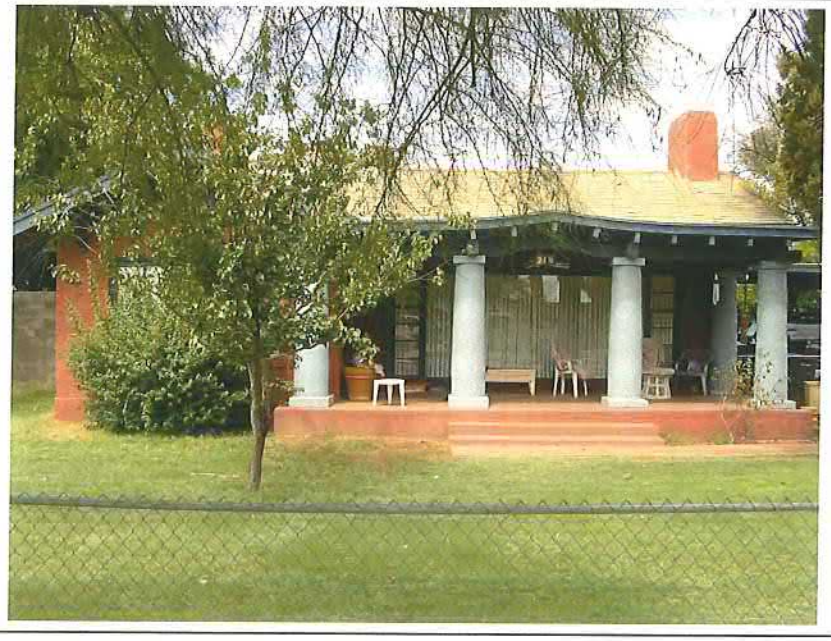
Sources: City directories, field observation

PHOTO INFORMATION

Date of photo: 5 June 2005

View Direction (*looking towards*) West

Negative No.: JPEG Image



SIGNIFICANCE

To be eligible for the National Register of Historic Places, a property must represent an important part of the history or architecture of an area. Note: a property need only be significant under one of the areas below to be eligible for the National Register.

A. HISTORIC EVENTS/TRENDS (*On a continuation sheet describe how the property is associated either with a significant historic event, or with a trend or pattern of events important to the history of the nation, the state, or a local community.*)

B. PERSON (*On a continuation sheet describe how the property is associated with the life of a person significant in the past.*)

C. ARCHITECTURE (*On a continuation sheet describe how the property embodies the distinctive characteristics of a type, period, or method of construction, or that represents the work or a master, or possesses high artistic values.*)

Outbuildings: (*Describe any other buildings or structures on the property and whether they may be considered historic.*)
None observed from the street.

INTEGRITY

To be eligible for the National Register, a property must have integrity, that is, it must be able to visually convey its importance. Provide detailed information below about the property's integrity. Use continuation sheets if necessary.

1. LOCATION ■ Original Site ☐ Moved (date_____) Original Site: 218 N. Washington St.

2. DESIGN (*Describe alterations from the original design, including dates—known or estimated—when alterations were made*)
Main window on the façade replaced in the 1980s.

3. SETTING (*Describe the natural and/or built environment around the property*) Structure is located in a suburban neighborhood setting. Landscaping consists of a Bermuda grass lawn with shrubs.

Describe how the setting has changed since the property's period of significance: Some properties have removed or replaced traditional landscaping with xeriscape. There is commercial encroachment along Arizona Ave and A.J. Chandler Blvd.

4. MATERIALS (*Describe the materials used in the following elements of the property)*
Walls (structure): Wood frame Foundation: Concrete Roof: Asbestos shingle
Windows: Wood casement, 1 large modern center window with 6 lights set on each side
If the windows have been altered, what were they originally? Large front window replaced.
Wall Sheathing: Stucco
If the sheathing has been altered, what was it originally? Stucco

5. WORKMANSHIP (*Describe the distinctive elements, if any, of craftsmanship or method of construction*)
Decorative porch posts, lattice attic vents, knee braces at eaves, and projecting beams on porch

NATIONAL REGISTER STATUS (if listed, check the appropriate box) NA
☐ Individually listed; ☐ Contributor ☐ Noncontributor to_____ Historic District
Date Listed:_____ ☐ Determined eligible by Keeper of National Register (date:_____)

RECOMMENDATIONS OF ELIGIBILITY (opinion of SHPO staff or survey consultant)
Property ■ is ☐ is not eligible individually.
Property ■ is ☐ is not eligible as a contributor to a potential historic district.
☐ More information needed to evaluate.
If not considered eligible, state reason:_____

FORM COMPLETED BY: Alliance Architects, LLC. "Historic Resources Survey of Chandler." Phoenix, 1998; edited by:
Name and Affiliation: Ian Johnson, Intern, Chandler Community Development Div. Date: 12 August 2005
Mailing Address: Mail Stop 418 PO Box 4008 Chandler AZ 85244-4008 Phone No.: 480.782.3217

STATE OF ARIZONA

HISTORIC PROPERTY INVENTORY FORM
CONTINUATION SHEET

name of property: 218 N. Washington St. Continuation Sheet No. 1

==========

ARCHITECTUAL DESCRIPTION:
Building is a single story wood frame home with a low-pitch complex hip roof with a front and side gable clad in asbestos shingle with Spanish tile at the ridges, exposed rafter ends, lattice roof vents, and knee braces at the eaves. The building has two internal brick chimneys. Exterior cladding is stucco and the foundation is concrete. Windows are wood casement with a single large window with six square lights on each side. The large window was replaced around 1980. The three-step off-center entry is recessed under a large veranda supported by three equally-spaced round plaster columns. A shed roof with an arched form is at the center of the veranda. Landscaping consists of a Bermuda grass lawn with trees and shrubs. The property is surrounded by chain link fence.

STATEMENT OF SIGNIFICANCE:
Property is significant under criterion C as an example of Bungalow architecture. Notable residents include the first Morman Bishop in Chandler, H.L. Peterson (1923-1927), and Justice of the Peace, Arthur C. Price (946-1949). Under criterion B and the context of Community Development and Planning, the physical placement and quality of the structure and its surrounding environs are significant as the product of deed restrictions and the application of City Beautiful concepts intended to enhance the value of a speculative land development by Dr. A.J. Chandler and the Chandler Improvement Co. The desire by the city council to perpetuate the aesthetic and urban order laid out in the original restrictions later resulted in the state's first zoning ordinance passed in 1926, which guided development in Chandler until 1961 when the code was rewritten. The lengthy development of this neighborhood from 1912-1955 created an eclectic collection of home styles from the early 20th century and shows the influence of some of Arizona's earliest efforts at community planning. This particular dwelling represents the upper-class housing common to the earlier development of the area.

218 N. Washington St., looking NW



218 N. Washington St., looking SW



STATE OF ARIZONA **HISTORIC PROPERTY INVENTORY FORM**

Please type or print clearly. Fill out each applicable space accurately and with as much information as is known about the property. ***Use continuation sheets where necessary.*** *Send completed form to: State Historic Preservation Office, 1300 W. Washington, Phoenix, AZ 85007*

PROPERTY IDENTIFICATION

For properties identified through survey: Site No: SS048 Survey Area: Silk Stocking Neighborhood

Historic Name(s): None
(*Enter the name(s), if any, that best reflects the property's historic importance.*)

Address: 283 N. Washington St.

City or Town: City of Chandler ☐ vicinity County: Maricopa Tax Parcel No. 302 -62 - 062

Township: 1S Range: 5E Section: 27 Quarter Section: SW1/4 Acreage: <1

Block: NA Lot(s): 315 Plat (Addition): Townsite of Chandler Year of plat (addition): 1912

UTM reference: Zone 12 Easting 421840 Northing 3685500 USGS 7.5' quad map: Chandler

Architect: ___ ■ not determined ☐ known (source: ___)

Builder: ___ ■ not determined ☐ known (source: ___)

Construction Date: 1948 ■ known ☐ estimated (source: Maricopa Co. Ass., City directory)
Post Dec 1926-Water System Map

STRUCTURAL CONDITION

■ Good (*well maintained, no serious problems apparent*)

☐ Fair (*some problems apparent*) Describe: ___

☐ Poor (*major problems; imminent threat*) Describe: ___

☐ Ruin/Uninhabitable

USES/FUNCTIONS

Describe how the property has been used over time, beginning with the original use.

Dwelling: single family residential

Sources: City directories, field survey

PHOTO INFORMATION

Date of photo: 5 June 2005
View Direction (*looking towards*) East
Negative No.: JPEG Image



SIGNIFICANCE

To be eligible for the National Register of Historic Places, a property must represent an important part of the history or architecture of an area. Note: a property need only be significant under one of the areas below to be eligible for the National Register.

A. HISTORIC EVENTS/TRENDS (*On a continuation sheet describe how the property is associated either with a significant historic event, or with a trend or pattern of events important to the history of the nation, the state, or a local community.*)

B. PERSON (*On a continuation sheet describe how the property is associated with the life of a person significant in the past.*)

C. ARCHITECTURE (*On a continuation sheet describe how the property embodies the distinctive characteristics of a type, period, or method of construction, or that represents the work or a master, or possesses high artistic values.*)

Outbuildings: (*Describe any other buildings or structures on the property and whether they may be considered historic.*)
Early matching garage, built at approximately the same time as the house.

INTEGRITY

To be eligible for the National Register, a property must have integrity, that is, it must be able to visually convey its importance. Provide detailed information below about the property's integrity. Use continuation sheets if necessary.

1. LOCATION ■ Original Site ☐ Moved (date_____) Original Site: 283 N. Washington St.

2. DESIGN (*Describe alterations from the original design, including dates—known or estimated—when alterations were made*)
Metal awnings over the front window added c. 1950.

3. SETTING (*Describe the natural and/or built environment around the property*) Structure is located in a suburban neighborhood setting. Landscaping consists of a Bermuda grass lawn with shrubs.

Describe how the setting has changed since the property's period of significance: Some properties have removed or replaced traditional landscaping with xeriscape. There is commercial encroachment along Arizona Ave and A.J. Chandler Blvd.

4. MATERIALS (*Describe the materials used in the following elements of the property)*
Walls (structure): Wood frame Foundation: Concrete Roof: Asphalt shingle
Windows: Steel casement with large centered 12 light window with the center lights operable
If the windows have been altered, what were they originally? No alterations observed from the street.
Wall Sheathing: Stucco
If the sheathing has been altered, what was it originally? No alterations observed from the street.

5. WORKMANSHIP (*Describe the distinctive elements, if any, of craftsmanship or method of construction*)
Clay attic vents at the top of the rear cross gable.

NATIONAL REGISTER STATUS (if listed, check the appropriate box) NA
☐ Individually listed; ☐ Contributor ☐ Noncontributor to_____ Historic District
Date Listed:_____ ☐ Determined eligible by Keeper of National Register (date:_____)

RECOMMENDATIONS OF ELIGIBILITY (opinion of SHPO staff or survey consultant)
Property ☐ is ■ is not eligible individually.
Property ■ is ☐ is not eligible as a contributor to a potential historic district.
☐ More information needed to evaluate.
If not considered eligible, state reason:_____

FORM COMPLETED BY: Alliance Architects, LLC. "Historic Resources Survey of Chandler." Phoenix, 1998; edited by:
Name and Affiliation: Ian Johnson, Intern, Chandler Community Development Div. Date: 12 August 2005
Mailing Address: Mail Stop 418 PO Box 4008 Chandler AZ 85244-4008 Phone No.: 480.782.3217

STATE OF ARIZONA

HISTORIC PROPERTY INVENTORY FORM
CONTINUATION SHEET

name of property: 283 N. Washington St. Continuation Sheet No. 1

==========

ARCHITECTUAL DESCRIPTION:
Building is a single-story wood frame home with a low-pitch front gable roof with a low-pitch rear cross gable clad in asphalt shingle with boxed rafter ends and minimal overhang. Clay tile attic vents are placed on each end of the rear cross gable. The home is clad in stucco, and the foundation is concrete. Windows are steel casement, with the window on the main façade set on the front gable is composed of twelve individual lights with the center lights operable. Fenestration is irregular, and a 1950s era steel awning is placed over the main window. The wood off-center door faces south, away from the street, and is covered by a shed roof porch that extends from the primary roof plane. The porch roof is supported by paired undecorated square wood posts. Landscaping consists of a Bermuda grass lawn with shrubs and trees.

STATEMENT OF SIGNIFICANCE:
Property is significant under criterion C as an example of transitional ranch architecture with Period Revival styles. Under criterion B and the context of Community Development and Planning, the physical placement and quality of the structure and its surrounding environs are significant as the product of deed restrictions and the application of City Beautiful concepts intended to enhance the value of a speculative land development by Dr. A.J. Chandler and the Chandler Improvement Co. The desire by the city council to perpetuate the aesthetic and urban order laid out in the original restrictions later resulted in the state's first zoning ordinance passed in 1926, which guided development in Chandler until 1961 when the code was rewritten. The lengthy development of this neighborhood from 1912-1955 created an eclectic collection of home styles from the early 20th century and shows the influence of some of Arizona's earliest efforts at community planning. This particular dwelling represents the middle-class housing common to the later development of the area.

283 N. Washington St., looking NE



283 N. Washington St., looking SE



STATE OF ARIZONA **HISTORIC PROPERTY INVENTORY FORM**

Please type or print clearly. Fill out each applicable space accurately and with as much information as is known about the property. ***Use continuation sheets where necessary.*** *Send completed form to: State Historic Preservation Office, 1300 W. Washington, Phoenix, AZ 85007*

PROPERTY IDENTIFICATION

For properties identified through survey: Site No: SS024 Survey Area: Silk Stocking Neighborhood

Historic Name(s): None

(*Enter the name(s), if any, that best reflects the property's historic importance.*)

Address: 264 N. Washington St.

City or Town: City of Chandler ☐ vicinity County: Maricopa Tax Parcel No. 302 -62 - 033

Township: 1S Range: 5E Section: 27 Quarter Section: SW1/4 Acreage: <1

Block: NA Lot(s): 244/246 Plat (Addition): Townsite of Chandler Year of plat (addition): 1912

UTM reference: Zone 12 Easting 421800 Northing 3685470 USGS 7.5' quad map: Chandler

Architect: ■ not determined ☐ known (source:)

Builder: ■ not determined ☐ known (source:)

Construction Date: 1926 ■ known ☐ estimated (source: Maricopa Co. Ass., City directory)
Post Dec 1926-Water System Map

STRUCTURAL CONDITION

■ Good (*well maintained, no serious problems apparent*)

☐ Fair (*some problems apparent*) Describe:

☐ Poor (*major problems; imminent threat*) Describe:

☐ Ruin/Uninhabitable

USES/FUNCTIONS

Describe how the property has been used over time, beginning with the original use.

Dwelling: single family residential

Sources: City directories, field survey

PHOTO INFORMATION

Date of photo: 5 June 2005

View Direction (*looking towards*) West

Negative No.: JPEG Image



SIGNIFICANCE

To be eligible for the National Register of Historic Places, a property must represent an important part of the history or architecture of an area. Note: a property need only be significant under one of the areas below to be eligible for the National Register.

A. HISTORIC EVENTS/TRENDS (*On a continuation sheet describe how the property is associated either with a significant historic event, or with a trend or pattern of events important to the history of the nation, the state, or a local community.*)

B. PERSON (*On a continuation sheet describe how the property is associated with the life of a person significant in the past.*)

C. ARCHITECTURE (*On a continuation sheet describe how the property embodies the distinctive characteristics of a type, period, or method of construction, or that represents the work or a master, or possesses high artistic values.*)

Outbuildings: (*Describe any other buildings or structures on the property and whether they may be considered historic.*)
None observed from the street.

INTEGRITY

To be eligible for the National Register, a property must have integrity, that is, it must be able to visually convey its importance. Provide detailed information below about the property's integrity. Use continuation sheets if necessary.

1. LOCATION ■ Original Site ☐ Moved (date_____) Original Site: 264 N. Washington St.

2. DESIGN (*Describe alterations from the original design, including dates—known or estimated—when alterations were made*)
Shed dormer enclosed with plywood siding, and the building has been re-stuccoed sometime in the 1980s.

3. SETTING (*Describe the natural and/or built environment around the property*) Structure is located in a suburban neighborhood setting. Landscaping consists of a Bermuda grass lawn with shrubs.

Describe how the setting has changed since the property's period of significance: Some properties have removed or replaced traditional landscaping with xeriscape. There is commercial encroachment along Arizona Ave and A.J. Chandler Blvd.

4. MATERIALS (*Describe the materials used in the following elements of the property)*
Walls (structure): Wood frame Foundation: Concrete Roof: Asphalt shingle
Windows: Wood casement with segmental arch heads.
If the windows have been altered, what were they originally? No alterations observed from the street.
Wall Sheathing: Modern stucco
If the sheathing has been altered, what was it originally? Early stucco

5. WORKMANSHIP (*Describe the distinctive elements, if any, of craftsmanship or method of construction*)
Porch columns, and outrigger beams at the gable ends.

NATIONAL REGISTER STATUS (if listed, check the appropriate box) NA
☐ Individually listed; ☐ Contributor ☐ Noncontributor to_____ Historic District
Date Listed:_____ ☐ Determined eligible by Keeper of National Register (date:_____)

RECOMMENDATIONS OF ELIGIBILITY (opinion of SHPO staff or survey consultant)
Property ☐ is ■ is not eligible individually.
Property ■ is ☐ is not eligible as a contributor to a potential historic district.
☐ More information needed to evaluate.
If not considered eligible, state reason:_____

FORM COMPLETED BY: Alliance Architects, LLC. "Historic Resources Survey of Chandler." Phoenix, 1998; edited by:
Name and Affiliation: Ian Johnson, Intern, Chandler Community Development Div. Date: 12 August 2005
Mailing Address: Mail Stop 418 PO Box 4008 Chandler AZ 85244-4008 Phone No.: 480.782.3217

STATE OF ARIZONA

HISTORIC PROPERTY INVENTORY FORM
CONTINUATION SHEET

name of property: 264 N. Washington St. Continuation Sheet No. 1

==========

ARCHITECTUAL DESCRIPTION:
Building is a single story wood frame home with a low-pitch side gable roof clad in asphalt shingle with a shed dormer on the front roof plane. Rafter ends are boxed. The exterior wall covering is modern stucco added in the 1980s, and the foundation is concrete. On the north side of the home there is an external chimney. Windows are wood casement with segmental arch heads. Fenestration is regular. The building has a two step veranda to the entrance, with the roof integral with the house and supported by Doric columns, and decorated by outrigger beams at the gable ends. The centered wood door faces the street, and is flanked by French doors. Home is surrounded by a dirt lot, with shrubs and a single tree.

STATEMENT OF SIGNIFICANCE:
Property is significant under criterion C as an example of Bungalow architecture. Under criterion B and the context of Community Development and Planning, the physical placement and quality of the structure and its surrounding environs are significant as the product of deed restrictions and the application of City Beautiful concepts intended to enhance the value of a speculative land development by Dr. A.J. Chandler and the Chandler Improvement Co. The desire by the city council to perpetuate the aesthetic and urban order laid out in the original restrictions later resulted in the state's first zoning ordinance passed in 1926, which guided development in Chandler until 1961 when the code was rewritten. The lengthy development of this neighborhood from 1912-1955 created an eclectic collection of home styles from the early 20th century and shows the influence of some of Arizona's earliest efforts at community planning. This particular dwelling represents the upper-class housing common to the earlier development of the area.

264 N. Washington St., looking NW



264 N. Washington St., looking SW



STATE OF ARIZONA **HISTORIC PROPERTY INVENTORY FORM**

Please type or print clearly. Fill out each applicable space accurately and with as much information as is known about the property. ***Use continuation sheets where necessary.*** *Send completed form to: State Historic Preservation Office, 1300 W. Washington, Phoenix, AZ 85007*

PROPERTY IDENTIFICATION

For properties identified through survey: Site No: SS050 Survey Area: Silk Stocking Neighborhood

Historic Name(s): None

(*Enter the name(s), if any, that best reflects the property's historic importance.*)

Address: 255 N. Washington St.

City or Town: City of Chandler ☐ vicinity County: Maricopa Tax Parcel No. 302 -62- 056

Township: 1S Range: 5E Section: 27 Quarter Section: SW1/4 Acreage: <1

Block: NA Lot(s): 309/311 Plat (Addition): Townsite of Chandler Year of plat (addition): 1912

UTM reference: Zone 12 Easting 421840 Northing 3685450 USGS 7.5' quad map: Chandler

Architect: ■ not determined ☐ known (source:)

Builder: ■ not determined ☐ known (source:)

Construction Date: c. 1920 ☐ known ■ estimated (source: Maricopa Co. Ass., City directory)
Post Dec 1926-Water System Map

STRUCTURAL CONDITION

■ Good (*well maintained, no serious problems apparent*)

☐ Fair (*some problems apparent*) Describe:

☐ Poor (*major problems; imminent threat*) Describe:

☐ Ruin/Uninhabitable

USES/FUNCTIONS

Describe how the property has been used over time, beginning with the original use.

Dwelling: single family residential

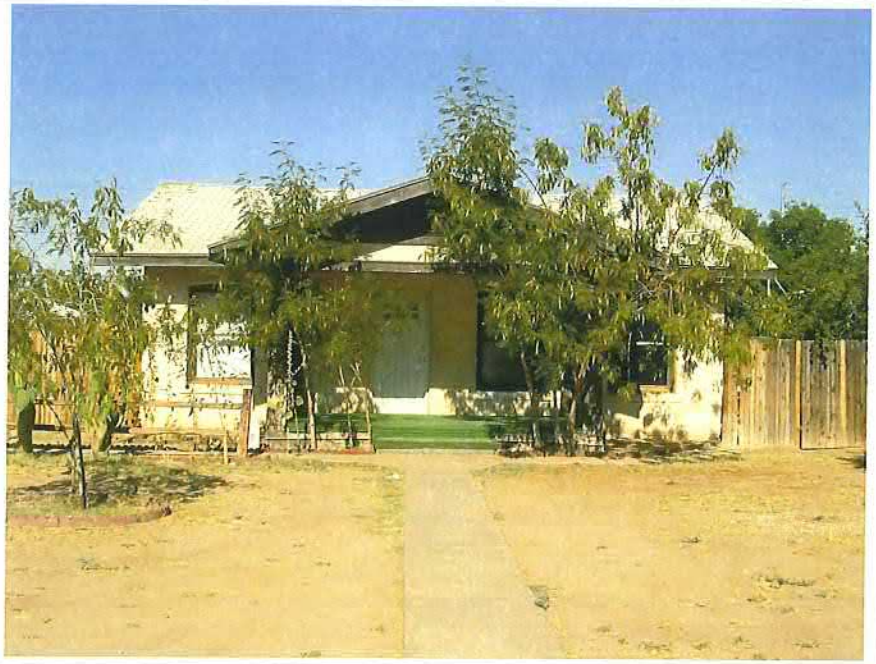
Sources: City directories, field survey

PHOTO INFORMATION

Date of photo: 5 June 2005

View Direction (*looking towards*) East

Negative No.: JPEG Image



SIGNIFICANCE

To be eligible for the National Register of Historic Places, a property must represent an important part of the history or architecture of an area. Note: a property need only be significant under one of the areas below to be eligible for the National Register.

A. HISTORIC EVENTS/TRENDS (*On a continuation sheet describe how the property is associated either with a significant historic event, or with a trend or pattern of events important to the history of the nation, the state, or a local community.*)

B. PERSON (*On a continuation sheet describe how the property is associated with the life of a person significant in the past.*)

C. ARCHITECTURE (*On a continuation sheet describe how the property embodies the distinctive characteristics of a type, period, or method of construction, or that represents the work or a master, or possesses high artistic values.*)

Outbuildings: (*Describe any other buildings or structures on the property and whether they may be considered historic.*)
None observed from the street.

INTEGRITY

To be eligible for the National Register, a property must have integrity, that is, it must be able to visually convey its importance. Provide detailed information below about the property's integrity. Use continuation sheets if necessary.

1. LOCATION ■ Original Site ☐ Moved (date_____) Original Site: 255 N. Washington St.

2. DESIGN (*Describe alterations from the original design, including dates—known or estimated—when alterations were made*)
Fascia board added c. 1970. Addition to rear of home completed in 1950s.

3. SETTING (*Describe the natural and/or built environment around the property*) Structure is located in a suburban neighborhood setting. Landscaping consists of a Bermuda grass lawn with shrubs.

Describe how the setting has changed since the property's period of significance: Some properties have removed or replaced traditional landscaping with xeriscape. There is commercial encroachment along Arizona Ave and A.J. Chandler Blvd.

4. MATERIALS (*Describe the materials used in the following elements of the property)*
Walls (structure): Brick Foundation: Concrete Roof: Asphalt shingle
Windows: Wood double hung 1 over 1
If the windows have been altered, what were they originally? No alterations observed from the street.
Wall Sheathing: Stucco
If the sheathing has been altered, what was it originally? No alterations observed from the street.

5. WORKMANSHIP (*Describe the distinctive elements, if any, of craftsmanship or method of construction*)
Louvered attic vent at the front gable, and segmental arched over windows with projected sills.

NATIONAL REGISTER STATUS (if listed, check the appropriate box) NA
☐ Individually listed; ☐ Contributor ☐ Noncontributor to_____ Historic District
Date Listed:_____ ☐ Determined eligible by Keeper of National Register (date:_____)

RECOMMENDATIONS OF ELIGIBILITY (opinion of SHPO staff or survey consultant)
Property ☐ is ■ is not eligible individually.
Property ■ is ☐ is not eligible as a contributor to a potential historic district.
☐ More information needed to evaluate.
If not considered eligible, state reason:_____

FORM COMPLETED BY: Alliance Architects, LLC. "Historic Resources Survey of Chandler." Phoenix, 1998; edited by:
Name and Affiliation: Ian Johnson, Intern, Chandler Community Development Div. Date: 12 August 2005
Mailing Address: Mail Stop 418 PO Box 4008 Chandler AZ 85244-4008 Phone No.: 480.782.3217

STATE OF ARIZONA

HISTORIC PROPERTY INVENTORY FORM
CONTINUATION SHEET

name of property: 255 N. Washington St. Continuation Sheet No. 1

==========

ARCHITECTUAL DESCRIPTION:
Building is a single-story brick home with a medium-pitch side-gable roof clad in asphalt shingles with boxed rafter ends. The home has a louvered attic vent on the front gable, and the gable ends are covered in horizontal wood siding. The exterior cladding is stucco, and the foundation is concrete. Windows are wood double hung one over one, with segmental arches over them and projected sills. Fenestration is regular. The two-step off center original wood door with six lights is covered by a medium pitch front gabled roof supported on square piers. The building is surrounded by a dirt lot with shrubs for landscaping.

STATEMENT OF SIGNIFICANCE:
Property is significant under criterion C as an example of bungalow architecture. Under criterion B and the context of Community Development and Planning, the physical placement and quality of the structure and its surrounding environs are significant as the product of deed restrictions and the application of City Beautiful concepts intended to enhance the value of a speculative land development by Dr. A.J. Chandler and the Chandler Improvement Co. The desire by the city council to perpetuate the aesthetic and urban order laid out in the original restrictions later resulted in the state's first zoning ordinance passed in 1926, which guided development in Chandler until 1961 when the code was rewritten. The lengthy development of this neighborhood from 1912-1955 created an eclectic collection of home styles from the early 20th century and shows the influence of some of Arizona's earliest efforts at community planning. This particular dwelling represents the upper-class housing common to the earlier development of the area.

255 N. Washington St., looking NE



255 N. Washington St., looking SE



STATE OF ARIZONA **HISTORIC PROPERTY INVENTORY FORM**

Please type or print clearly. Fill out each applicable space accurately and with as much information as is known about the property. ***Use continuation sheets where necessary.*** *Send completed form to: State Historic Preservation Office, 1300 W. Washington, Phoenix, AZ 85007*

PROPERTY IDENTIFICATION

For properties identified through survey: Site No: SS051 Survey Area: Silk Stocking Neighborhood

Historic Name(s): None

(*Enter the name(s), if any, that best reflects the property's historic importance.*)

Address: 245 N. Washington St.

City or Town: City of Chandler ☐ vicinity County: Maricopa Tax Parcel No.302-62-053/054

Township: 27 Range: 1S Section: 5E Quarter Section: SW1/4 Acreage: <1

Block: NA Lot(s):305/307 Plat (Addition): Townsite of Chandler Year of plat (addition): 1912

UTM reference: Zone 12 Easting 421960 Northing 3685460 USGS 7.5' quad map: Chandler

Architect: ■ not determined ☐ known (source:)

Builder: ■ not determined ☐ known (source:)

Construction Date: 1919 ■ known ☐ estimated (source: Announcement in *Chandler Arizonan*, 1919, City directory)

STRUCTURAL CONDITION

■ Good (*well maintained, no serious problems apparent*)

☐ Fair (*some problems apparent*) Describe:

☐ Poor (*major problems; imminent threat*) Describe:

☐ Ruin/Uninhabitable

USES/FUNCTIONS

Describe how the property has been used over time, beginning with the original use.

Dwelling, single family residential

Sources: City directories, oral history

PHOTO INFORMATION

Date of photo: 5 June 2005

View Direction (*looking towards*) East

Negative No.: JPEG Image



SIGNIFICANCE

To be eligible for the National Register of Historic Places, a property must represent an important part of the history or architecture of an area. Note: a property need only be significant under one of the areas below to be eligible for the National Register.

A. HISTORIC EVENTS/TRENDS (*On a continuation sheet describe how the property is associated either with a significant historic event, or with a trend or pattern of events important to the history of the nation, the state, or a local community.*)

B. PERSON (*On a continuation sheet describe how the property is associated with the life of a person significant in the past.*)

C. ARCHITECTURE (*On a continuation sheet describe how the property embodies the distinctive characteristics of a type, period, or method of construction, or that represents the work or a master, or possesses high artistic values.*)

Outbuildings: (*Describe any other buildings or structures on the property and whether they may be considered historic.*)
Single room storage building. Gabled roof with asphalt shingle, stucco cladding, concrete foundation.

INTEGRITY

To be eligible for the National Register, a property must have integrity, that is, it must be able to visually convey its importance. Provide detailed information below about the property's integrity. Use continuation sheets if necessary.

1. LOCATION ■ Original Site ☐ Moved (date_____) Original Site: 245 N. Washington St.

2. DESIGN (*Describe alterations from the original design, including dates—known or estimated—when alterations were made*)
Both front and back porches have been enclosed for use as additional living space in the 1930s and 1940s. Brick exterior stuccoed in the 1930s

3. SETTING (*Describe the natural and/or built environment around the property*) Structure is located in a suburban neighborhood setting. Landscaping consists of a Bermuda grass lawn with shrubs.

Describe how the setting has changed since the property's period of significance: Some properties have removed or replaced traditional landscaping with xeriscape. There is commercial encroachment along Arizona Ave and A.J. Chandler Blvd.

4. MATERIALS (*Describe the materials used in the following elements of the property)*
Walls (structure): Wood frame Foundation: Concrete Roof: Asphalt shingle
Windows: Multi-light steel casement with block sills
If the windows have been altered, what were they originally? Double hung sash windows
Wall Sheathing: Stucco
If the sheathing has been altered, what was it originally? Brick

5. WORKMANSHIP (*Describe the distinctive elements, if any, of craftsmanship or method of construction*)
None

NATIONAL REGISTER STATUS (if listed, check the appropriate box) NA
☐ Individually listed; ☐ Contributor ☐ Noncontributor to _____ Historic District
Date Listed:_____ ☐ Determined eligible by Keeper of National Register (date:_____)

RECOMMENDATIONS OF ELIGIBILITY (opinion of SHPO staff or survey consultant)
Property ☐ is ■ is not eligible individually.
Property ☐ is ■ is not eligible as a contributor to a potential historic district.
☐ More information needed to evaluate.
If not considered eligible, state reason: Original building fabric concealed by additions.

FORM COMPLETED BY:
Name and Affiliation: Ian Johnson, City of Chandler, Community Development Div. Date:3 August 2005
Mailing Address: Mail Stop 418, PO Box 4008, Chandler AZ 85244-4008 Phone No.: (480) 782-3217

STATE OF ARIZONA

HISTORIC PROPERTY INVENTORY FORM
CONTINUATION SHEET

name of property 245 N. Washington St. Continuation Sheet No. 1

==========

ARCHITECTUAL DESCRIPTION:
Structure is a multi-gabled building with asphalt shingles as a roof material, stucco cladding, multi-pane steal casement windows with block sills, and a concrete foundation. The façade of the home exhibits a front gable with boxed rafter ends. A porch supported by diagonally placed square wood posts extends from the roof plane over a recessed two-step entry. The rear portion of the house is a front gable. A carport and porch area with a shed roofs have been added to the south side of the building. Landscaping consists of a Bermuda grass lawn, trees and shrubs.

STATEMENT OF SIGNIFICANCE:
Notable residents include the Woods family who owned the Rowena, Parkway, and Mustang theaters in Chandler. Under criterion B and the context of Community Development and Planning, the physical placement and quality of the structure and its surrounding environs are significant as the product of deed restrictions and the application of City Beautiful concepts intended to enhance the value of a speculative land development by Dr. A.J. Chandler and the Chandler Improvement Co. The desire by the city council to perpetuate the aesthetic and urban order laid out in the original restrictions later resulted in the state's first zoning ordinance passed in 1926, which guided development in Chandler until 1961 when the code was rewritten. The lengthy development of this neighborhood from 1912-1955 created an eclectic collection of home styles from the early 20th century and shows the influence of some of Arizona's earliest efforts at community planning

245 N. Washington St., looking NE



245 N. Washington St., looking SE



STATE OF ARIZONA **HISTORIC PROPERTY INVENTORY FORM**

Please type or print clearly. Fill out each applicable space accurately and with as much information as is known about the property. ***Use continuation sheets where necessary****. Send completed form to: State Historic Preservation Office, 1300 W. Washington, Phoenix, AZ 85007*

PROPERTY IDENTIFICATION

For properties identified through survey: Site No: SS053 Survey Area: Silk Stocking Neighborhood

Historic Name(s): None

(*Enter the name(s), if any, that best reflects the property's historic importance.*)

Address: 209 N. Washington St.

City or Town: City of Chandler ☐ vicinity County: Maricopa Tax Parcel No. 302 -62- 050

Township: 1S Range: 5E Section: 27 Quarter Section: SW1/4 Acreage: <1

Block: NA Lot(s): 299 Plat (Addition): Townsite of Chandler Year of plat (addition): 1912

UTM reference: Zone 12 Easting 421840 Northing 3685380 USGS 7.5' quad map: Chandler

Architect: ■ not determined ☐ known (source:)

Builder: ■ not determined ☐ known (source:)

Construction Date: 1948 ■ known ☐ estimated (source: Maricopa Co. Ass., City directory)
Post Dec 1926-Water System Map

STRUCTURAL CONDITION

■ Good (*well maintained, no serious problems apparent*)

☐ Fair (*some problems apparent*) Describe:

☐ Poor (*major problems; imminent threat*) Describe:

☐ Ruin/Uninhabitable

USES/FUNCTIONS

Describe how the property has been used over time, beginning with the original use.

Dwelling: single family residential

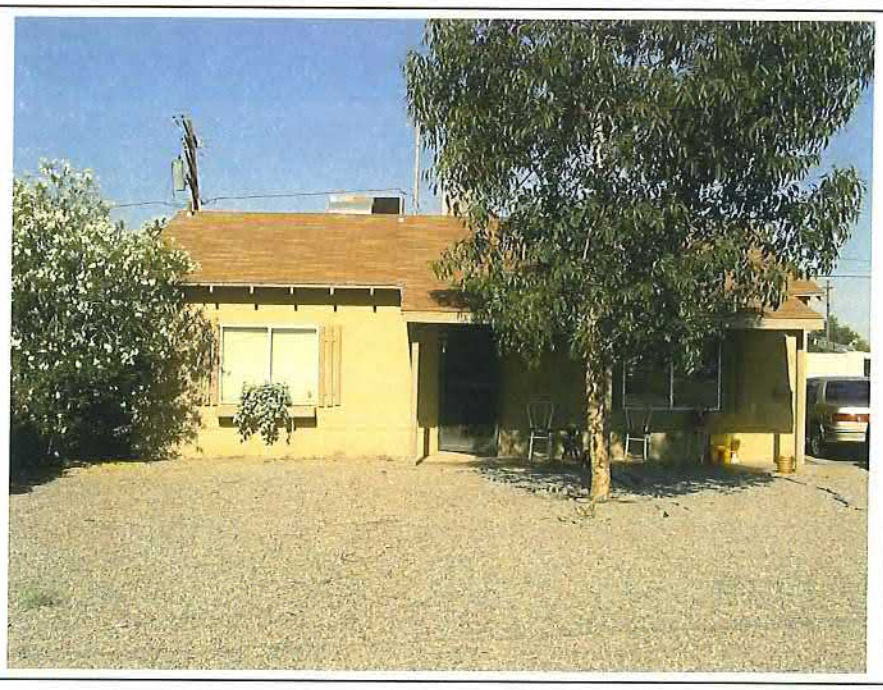
Sources: City directories, field observation

PHOTO INFORMATION

Date of photo: 5 June 2005

View Direction (*looking towards*) East

Negative No.: JPEG Image



SIGNIFICANCE

To be eligible for the National Register of Historic Places, a property must represent an important part of the history or architecture of an area. Note: a property need only be significant under one of the areas below to be eligible for the National Register.

A. HISTORIC EVENTS/TRENDS (*On a continuation sheet describe how the property is associated either with a significant historic event, or with a trend or pattern of events important to the history of the nation, the state, or a local community.*)

B. PERSON (*On a continuation sheet describe how the property is associated with the life of a person significant in the past.*)

C. ARCHITECTURE (*On a continuation sheet describe how the property embodies the distinctive characteristics of a type, period, or method of construction, or that represents the work or a master, or possesses high artistic values.*)

Outbuildings: (*Describe any other buildings or structures on the property and whether they may be considered historic.*)
None observed from the street.

INTEGRITY

To be eligible for the National Register, a property must have integrity, that is, it must be able to visually convey its importance. Provide detailed information below about the property's integrity. Use continuation sheets if necessary.

1. LOCATION ■ Original Site ☐ Moved (date_____) Original Site: 209 N. Washington St.

2. DESIGN (*Describe alterations from the original design, including dates—known or estimated—when alterations were made*)
Modern aluminum sliding windows have replaced the original steel casement windows. Alterations took place c. 1965.

3. SETTING (*Describe the natural and/or built environment around the property*) Structure is located in a suburban neighborhood setting. Landscaping consists of a Bermuda grass lawn with shrubs.

Describe how the setting has changed since the property's period of significance: Some properties have removed or replaced traditional landscaping with xeriscape. There is commercial encroachment along Arizona Ave and A.J. Chandler Blvd.

4. MATERIALS (*Describe the materials used in the following elements of the property)*
Walls (structure): Wood frame Foundation: Concrete Roof: Asphalt shingle
Windows: Aluminum sliding
If the windows have been altered, what were they originally? Steel casement
Wall Sheathing: Stucco
If the sheathing has been altered, what was it originally? No alterations observed from the street.

5. WORKMANSHIP (*Describe the distinctive elements, if any, of craftsmanship or method of construction*)
None

NATIONAL REGISTER STATUS (if listed, check the appropriate box) NA
☐ Individually listed; ☐ Contributor ☐ Noncontributor to_____ Historic District
Date Listed:_____ ☐ Determined eligible by Keeper of National Register (date:_____)

RECOMMENDATIONS OF ELIGIBILITY (opinion of SHPO staff or survey consultant)
Property ☐ is ■ is not eligible individually.
Property ■ is ☐ is not eligible as a contributor to a potential historic district.
☐ More information needed to evaluate.
If not considered eligible, state reason:_____

FORM COMPLETED BY: Alliance Architects, LLC. "Historic Resources Survey of Chandler." Phoenix, 1998; edited by:
Name and Affiliation: Ian Johnson, Intern, Chandler Community Development Div. Date: 12 August 2005
Mailing Address: Mail Stop 418 PO Box 4008 Chandler AZ 85244-4008 Phone No.: 480.782.3217

STATE OF ARIZONA

HISTORIC PROPERTY INVENTORY FORM
CONTINUATION SHEET

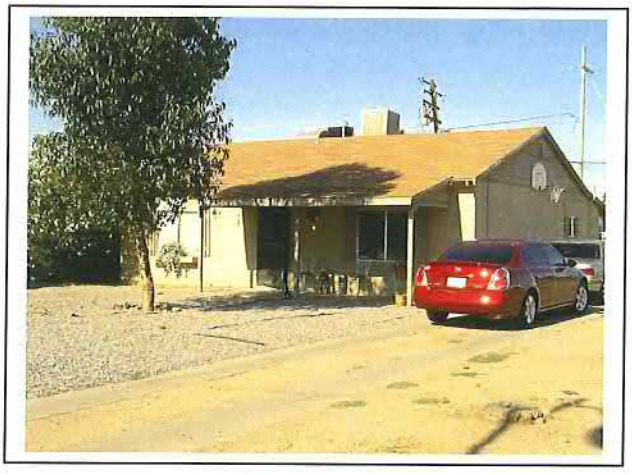
name of property: 209 N. Washington St. Continuation Sheet No. 1

==========

ARCHITECTUAL DESCRIPTION:
Building is a single-story wood frame home with a low-pitch side gable clad in asphalt shingle roofing with exposed rafter ends. The tops of the gables are clad in vertical wood siding. Exterior wall cladding is stucco, and the foundation is concrete. Windows are aluminum frame sliding, most likely installed around 1965. Fenestration is regular, and decorative wood shutters and planting boxes are placed on the façade windows. The centered level wood door entry is set under an entry porch covered by a shed roof that extends from the main roof plane. Three undecorated square wood posts support the porch roof. Landscaping consists of a gravel yard with trees and shrubs.

STATEMENT OF SIGNIFICANCE:
Property is significant under criterion C as an example of ranch architecture. Under criterion B and the context of Community Development and Planning, the physical placement and quality of the structure and its surrounding environs are significant as the product of deed restrictions and the application of City Beautiful concepts intended to enhance the value of a speculative land development by Dr. A.J. Chandler and the Chandler Improvement Co. The desire by the city council to perpetuate the aesthetic and urban order laid out in the original restrictions later resulted in the state's first zoning ordinance passed in 1926, which guided development in Chandler until 1961 when the code was rewritten. The lengthy development of this neighborhood from 1912-1955 created an eclectic collection of home styles from the early 20th century and shows the influence of some of Arizona's earliest efforts at community planning. This particular dwelling represents the middle-class housing common to the later development of the area.

209 N. Washington St., looking NE



209 N. Washington St., looking SE



CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 24-016 FA

Date:	April 04, 2024
To:	Mayor and Council
Thru:	Joshua H. Wright, City Manager Andy Bass, Deputy City Manager and Acting Development Services Director
From:	Mikayela Liburd, Associate Planner
Subject:	ANX22-0003 Hamilton Commerce Center Annexation Final Adoption of Ordinance No. 5088
Request:	Annexation of two parcels totaling approximately 13.4 acres.
Location:	North of the Northeast Corner of Queen Creek Rd. and Union Pacific Railroad
Applicant:	Adam Baugh, Withey Morris PLC

Proposed Motion:

Move City Council adopt Ordinance No. 5088 approving ANX22-0003 Hamilton Commerce Center, annexing two parcels totaling approximately 13.4 acres as recommended by Planning staff.

Background Data:

- Zoned Rural-43 (RU-43) within Maricopa County
- Approximately 13.4 acres
- Upon annexation, the initial City zoning will be Agricultural (AG-1) District
- The 13.4 acres requested to be annexed are part of a larger 47.7-acre site that is the subject of a request for Rezoning and Preliminary Development Plan (PLH22-0028 Schnitzer Commerce Parks) for an industrial business park, which accompanies this request as a subsequent item on this Council agenda
- Annexation public hearing conducted by City Council on October 27, 2022
- Agricultural fields currently existing on property

Surrounding Land Use Data:

North	Agriculture	South	Church
East	Currently Agriculture, zoned PAD for business park	West	Railroad then Multifamily

General Plan and Area Plan Designations:

General Plan	Employment
Area Plan	Chandler Airpark Area Plan

Utility Service

Utility services are available in Ryan Rd.

Staff Comments

Attachments

Ordinance 5088
Vicinity Maps

ORDINANCE NO. 5088

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY PURSUANT TO THE PROVISIONS OF ARIZONA REVISED STATUTES TITLE 9, CHAPTER 4, ARTICLE 7, BY ANNEXING THERETO TERRITORY COMPRISING APPROXIMATELY 13.4 ACRES, AND AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY ESTABLISHING INITIAL CITY ZONING BY DESIGNATING THE NEWLY ANNEXED TERRITORY AS AN AGRICULTURAL DISTRICT (AG-1), LOCATED NORTH OF THE NORTHWEST CORNER OF QUEEN CREEK ROAD AND UNION PACIFIC ROAD

WHEREAS, a petition has been presented to the City Council of the City of Chandler signed by the property owners of at least one-half of the value of the real and personal property as would be subject to taxation by the City in the event of annexation and by more than one-half of the property owners within the territory and land hereinafter described as shown by the last assessment of said property, asking that the property be annexed to the City of Chandler; and

WHEREAS, the territory proposed for annexation is contiguous to the City of Chandler and not now embraced within its limits; and

WHEREAS, a blank petition was filed on September 30, 2022, with the Maricopa County Recorder, the 30-day waiting period ended on October 30, 2022, a Public Hearing was held on October 27, 2022, after proper notice was given, and the petition was circulated thereafter and signed; and,

WHEREAS, the City Council desires to comply with the petition and extend the corporate limits of the City to include the proposed territory; and,

WHEREAS, the petition sets forth a true and correct description of all the exterior boundaries of the entire area proposed to be annexed by the City and had attached thereto at all times an accurate map of the territory proposed to be annexed; and,

WHEREAS, no additions or alterations increasing or decreasing the territory sought to be annexed have been made after the petition had been signed by any owner of real and/or personal property in the territory; and,

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the Office of the City Clerk, together with the original petition; and

WHEREAS, the City may elect to provide regular fire department services to a newly annexed area under A.R.S. § 48-813(A).

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

Section 1. That the following described territory is annexed to the City of Chandler and that the present corporate limits are extended and increased to include the following described territory contiguous to the present City limits:

See Attached Exhibit 'A' Annexation Map and Legal Description

Section 2. Pursuant to A.R.S. § 48-813(A), the City will provide fire department services to the property depicted in Exhibit A as is generally provided to other residents within the city. The services shall take effect on the first day of July following the date on which this annexation becomes final as set forth in Section 6 below, without further action by the City Council.

Section 3. The existing zoning of the territory annexed is Rural-43 (RU-43) in Maricopa County, and the territory upon annexation is hereby zoned Agricultural (AG-1) District within the City of Chandler, which provides for densities and uses no greater than those permitted within the RU-43 District of Maricopa County.

Section 4. The Clerk is hereby instructed to file and record a copy of this Ordinance, together with an accurate map of the annexed territory, certified by the Mayor, in the Office of the County Recorder of Maricopa County, Arizona.

Section 5. The Development Services Department of the City of Chandler is hereby directed to enter such changes and amendments as may be necessary upon the Zoning Map of the Zoning Code in compliance with this ordinance.

Section 6. This ordinance shall take effect, and the annexation of the subject property shall become final, 30 days after this Ordinance is adopted.

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. 5088 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:

Annexation Legal Description

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 10 FROM WHICH THE CENTER OF SAID SECTION 10 BEARS NORTH 0º00'09" EAST, A DISTANCE OF 2649.65 FEET;

THENCE NORTH 0º00'09' EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 758.07 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89º22'45" WEST, A DISTANCE OF 699.27 FEET;

THENCE NORTH 00º05'58" EAST, A DISTANCE OF 193.12 FEET;

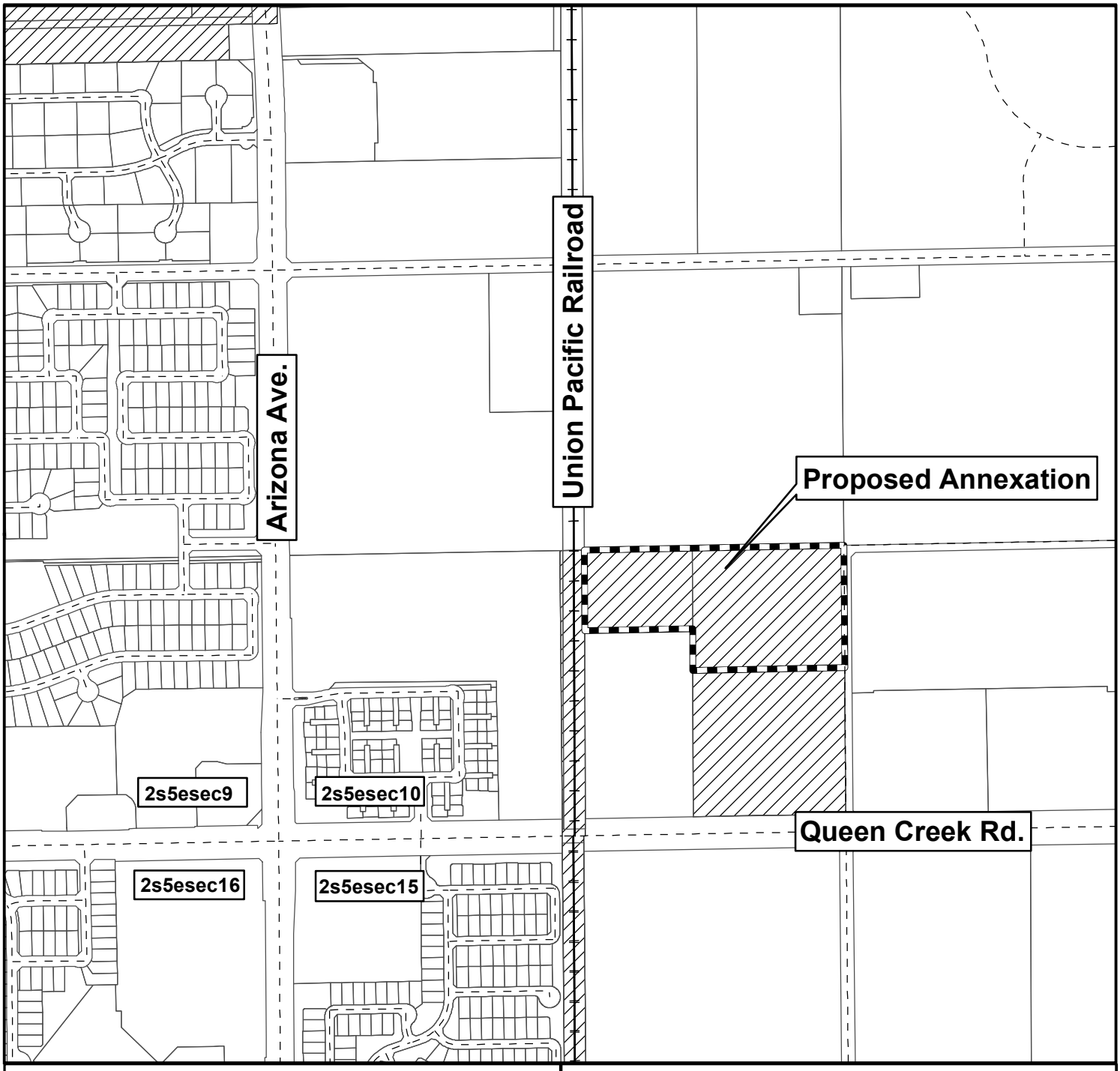
THENCE SOUTH 89º22'45 WEST, A DISTANCE OF 500.13 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD AS RECORDED IN BOOK 189 OF DEEDS, PAGE 525, OFFICIAL RECORDS, MARICOPA COUNTY, ARIZONA;

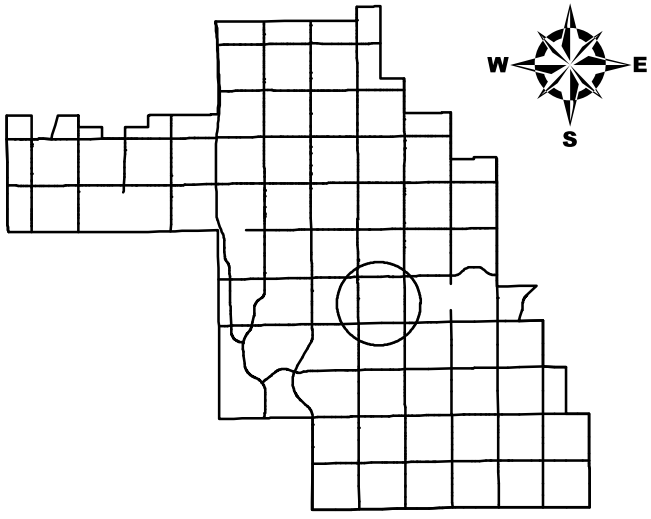
THENCE NORTH 00º05'45" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 373.07 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10;

THENCE NORTH 89º21'05' EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1198.47 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10;

THENCE SOUTH 00º00'09" WEST, ALONG SAID EAST LINE, A DISTANCE OF 566.76 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 582,527 SQUARE FEET, OR 13.373 ACRES, MORE OR LESS.





City of Chandler 3/21/2024

Annexation Map

Ordinance No. 5088

Proposed Annexation

North of the Northeast Corner of Queen Creek Rd. and Union Pacific Railroad

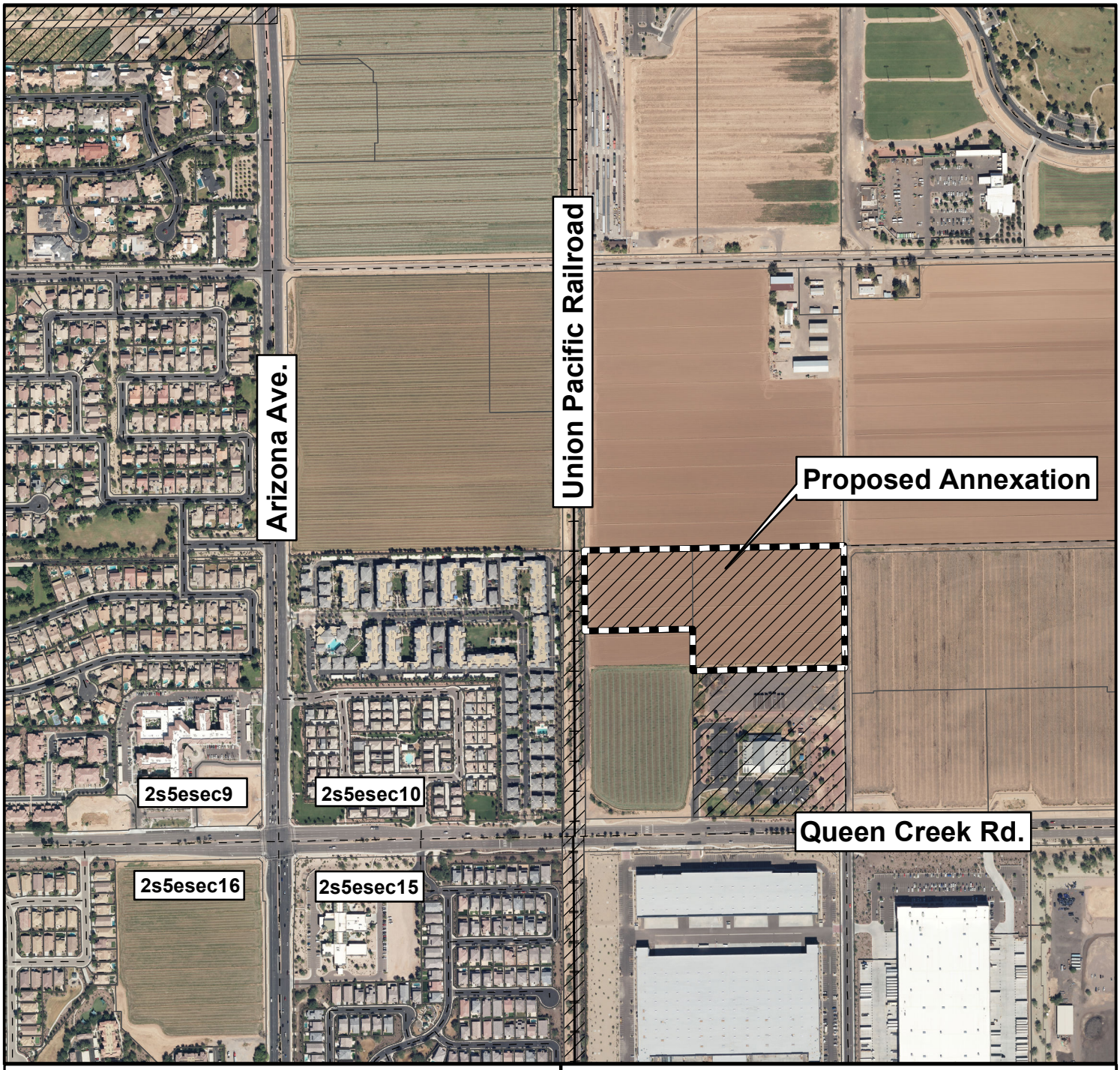
Incorporated Area

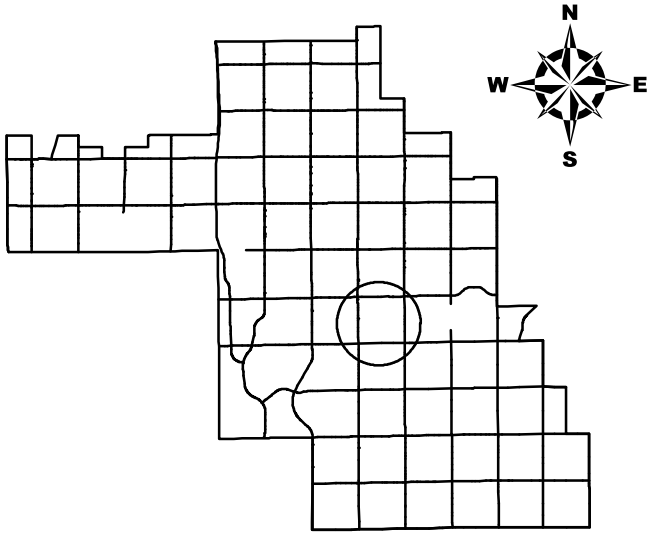
Unincorporated Area

0 150 300 600 900 1,200

Feet

Exhibit A





City of Chandler 3/21/2024

Annexation Map

Ordinance No. 5088

Proposed Annexation

North of the Northeast Corner of Queen Creek Rd. and Union Pacific Railroad

Incorporated Area

Unincorporated Area

0 150 300 600 900 1,200 Feet

Exhibit A

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. 24-011FA

Date: April 04, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager & Acting Development Services Director
From: Lauren Schumann, Planning Senior Program Manager
Subject: PLH22-0028 Schnitzer Commerce Parks
Final Adoption of Ordinance No. 5089
Request: Rezoning from Agricultural (AG-1) district to Planned Area Development (PAD) for industrial business park
Location: Two sites generally located one quarter mile east of the southeast corner of Arizona Avenue and Ryan Road; 47.7 acres located at the southwest corner and 37.6 acres located at the southeast corner of Ryan Road and Hamilton Street
Applicant: Adam Baugh; Withey Morris Baugh, PLC

Proposed Motion:

Rezoning

Move City Council adopt Ordinance No. 5089 approving PLH22-0028 Schnitzer Commerce Parks, Rezoning from AG-1 to PAD for an industrial business park, subject to the conditions as recommended by Planning and Zoning Commission.

Background Data:

- Proposed development is within two parcels; Phase 1 is the southeast corner of Ryan Road and future Hamilton Street and Phase 2 is the southwest corner of Ryan Road and future Hamilton Street
- Properties are currently zoned AG-1, which allows for one home per net acre with agrarian uses
- Each property contains a single-family house with ancillary farm buildings and surrounded by agricultural fields
- Phase 2 includes 13.4 acres along the south boundary requiring annexation and will be given initial city zoning of AG-1; proposed annexation and initial city zoning are a separate item on this agenda

- The phased project proposes a total of seven flex buildings allowing for a mix of light industrial uses, office, tech-related businesses, automotive accessory sales and installation, and limited recreational assembly uses

Surrounding Land Use Data:

North	Ryan Road, then Tumbleweed Park	South	Future industrial buildings and a church within Maricopa County
East	3 Single-family lots and an agricultural residence within Maricopa County	West	Southern Pacific tracks, then vacant agricultural fields

General Plan and Area Plan Designations:

Plan	Existing	Proposed
General Plan	Employment within the Chandler Airpark growth area	No Change
Chandler Airpark Area Plan (CAAP)	Industrial District	No Change

Proposed Development

	Phase 1- Ryan Commerce Center	Phase 2- Hamilton Commerce Center
Location	Southeast corner of Ryan Road and Hamilton Street	Southwest corner of Ryan Road and Hamilton Street
Acres	37.6 acres	47.7 acres
Building Square Footage	Three buildings totaling approximately 604,500 sq. ft.	Four buildings totaling approximately 715,571 sq. ft.
Building Height	45 feet	45 feet
Building Setback	30 feet along all streets (Ryan, Hamilton, & Canary)	30 feet along all streets (Ryan & Hamilton)
Site Access	Existing Ryan Road (north), Hamilton Street (west), and Canary Way (south)	Existing Ryan Road (north) and Hamilton Street (east)

Proposed Materials	Concrete tilt with formed reveals Galvanized steel window awnings Metal siding panels Color theme of dark grays	Concrete tilt with formed reveals Galvanized steel window awnings Metal siding panels Color theme of light grays
Parking Spaces Required	968 spaces	1,146 spaces
Parking Spaces Provided	1,146 parking spaces 1.90 spaces per 1,000 sq. ft.	1,363 parking spaces 1.91 spaces per 1,000 sq. ft.

Review and Recommendation

Since 1998, the City has reserved the area generally located between the Union Pacific Railroad tracks and McQueen Road for industrial uses to protect the Chandler Municipal Airport from incompatible land uses and to promote economic development. The proposed site is located approximately a half mile to the northwest of the Airport's runway and designated as Industrial District with the CAAP.

The proposed development includes seven flex industrial buildings within two separate properties totaling approximately 85 acres and will be developed under two phases. The two phases will be designed with similar architecture and material, but the color section will vary slightly as to be compatible colors yet be unique to each commerce park. In order to screen rear of buildings and dock doors, buildings have been orientated to pair up the rear elevations except one building within phase 1 along Ryan Road: eight foot masonry walls and fifteen foot wing walls are used to further screen rears of the buildings. Although Hamilton Street bifurcates the commerce parks, a pedestrian walking path is provided along the perimeters for future employees with outdoor seating areas. The proposed development will improve future collector streets under Phase 1 along Hamilton Street and Canary Way (south of phase 1) and improvements along Ryan Road will occur.

The end user for the proposed buildings is unknown. Therefore, the developer is providing approximately 1.9 parking spaces per 1,000 square feet of building, which allows for a higher percentage of ancillary office for future tenants, which attracts employment established within City Council's Stargic Framework. As of February 8, 2024, City Council approved proposed Zoning Code amendments and

included increasing parking for flex industrial to 2 parking spaces per 1,000 square feet. Staff supports the deviation to the requirement as the original application was filled two years ago and the developer has adjusted the site plan to add additional parking spaces to near the requirements. The proposed parking spaces allow for approximately 30% of buildings to be used as ancillary office. The request would allow all uses under the Industrial (I-1) district, automotive accessory sales and installation uses, and recreational assembly uses not exceeding 15% of the total building square footage on the property.

Planning Commission supports the request as it aligns and is consistent with the CAAP land designation and design guidelines. Furthermore, the addition of square footage for business park aligns with the goals of the General's Plan Employment designation.

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 virtual neighborhood meeting was held on September 20, 2022. Nine property owners attended; all were either residents of the county island 7-lot subdivision to the east or residents of from subdivisions west of Arizona Avenue. At the time of the neighborhood meeting, the developer included a 35-acre parcel at the southeast corner of Arizona Avenue and Ryan Road, but has since removed from the request to further evaluate development of the property. Residents in attendance had concerns regarding traffic within the area and design of phase 1, more specifically lights and uses that could occur outside. Staff has reviewed and phase 1 has been designed to include a dissimilar landscaped buffer along the eastern property line and located the building as far west as possible. Regarding traffic concerns, city staff can acknowledge traffic circulation will be improved with the development due to the required street improvements surrounding the properties.
- As of the writing of this memo, Planning staff is not aware of any concerns or opposition to the request.

Airport Commission Conflict Evaluation

Airport Commission meeting December 13, 2023
Motion to find no conflict with existing or planned airport uses

In Favor: 6 Opposed: 0 Absent: 1 (Wakefield)

The Airport Commission reviewed the request in accordance with the Airport Conflicts Evaluation Process. The Airport Manager has issued a conflicts evaluation report indicating that the Airport Commission determined that the proposed development does not constitute a conflict with existing or planned airport uses. A copy of the Airport Manager's report detailing the Airport Commission's findings is attached to this memo.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting February 21, 2024
Motion to Approve

In Favor: 5 Opposed: 0 Absent: 2 (Lopez & Barichello)

At the Planning and Zoning Commission Study Session, Commissioner Velasquez added a PDP stipulation to enhance front elevations pop-outs along Ryan Road with CMU block used on the screen wall to further enhance the architecture. The stipulation reads, " The applicant shall work with staff to enhance front elevation pop-outs along Ryan Road."

Recommended Conditions of Approval

Ordinance was introduced and tentatively adopted on March 21, 2024.

Rezoning

Planning and Zoning Commission recommends the City Council approve the Rezoning from AG-1 to PAD for industrial business park, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Schnitzer Commerce Parks" and kept on file in the City of Chandler Planning Division, in File No. PHL22-0028, 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. Uses permitted include all uses permitted under I-1, ancillary office (excluding medical office), tech-related businesses, automotive accessory sales and installation uses, and recreational assembly uses not exceeding 15% of the total building square footage on the property.

3. The use of a data center as the primary use shall be prohibited.

4. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.

5. Future median openings shall be located and designed in compliance with City-adopted design standards (Technical Design Manual #4).

6. 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.

7. The developer shall be required to install landscaping in the arterial street median(s) adjoining this project. In the event that the landscaping already exists within such median(s), the developer shall be required to upgrade such landscaping to meet current City standards.

8. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.

9. The landscaping in all open-spaces shall be maintained by the adjacent property owner or property owners' association, and shall be maintained at a level consistent with or better than at the time of planting.

10. Per the direction of the City Engineer, the developer shall be responsible for off-site improvements for water and sewer extension in Hamilton Street south of the property to Queen Creek Road, if the adjacent Schrader Farms Business Park does not construct prior to construction of Phase 1.

11. If the applicant desires access to the signalized intersection at Hamilton Street and Queen Creek Road, and the half-street improvements between Canary Way and Queen Creek Road have not been completed by Schrader Farms Business Park, the developer must complete the roadway improvements at their expense. The roadway must be paved to a minimum width of 24-feet for two-way traffic and include streetlights. The applicant would enter into a development agreement with Schrader farms and City of Chandler for reimbursement of any off-site improvements that would otherwise have been the responsibility of Schrader Farms Business Park.

Attachments

Ordinance No. 5089

Vicinity Maps
Development Booklet
Airport Conflicts Evaluation
Chandler Airpark Area Plan- Land Use Map

ORDINANCE NO. 5089

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 AGRICULTURAL (AG-1) TO PLANNED AREA DEVELOPMENT (PAD) FOR INDUSTRIAL BUSINESS PARK IN CASE PLH22-0028 (SCHNITZER COMMERCE PARKS) LOCATED AT THE SOUTHEAST AND SOUTHWEST CORNER OF RYAN ROAD AND HAMILTON STREET, GENERALLY ONE QUARTER MILE EAST OF THE SOUTHEAST CORNER OF ARIZONA AVENUE AND RYAN ROAD 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 AG-1 to PAD for industrial business park, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Schnitzer Commerce Parks" and kept on file in the City of Chandler Planning Division, in File No. PHL22-0028, 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. Uses permitted include all uses permitted under I-1, ancillary office (excluding medical office), tech-related businesses, automotive accessory sales and installation uses, and recreational assembly uses not exceeding 15% of the total building square footage on the property.

3. The use of a data center as the primary use shall be prohibited.

4. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.

5. Future median openings shall be located and designed in compliance with City-adopted design standards (Technical Design Manual #4).

6. 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.

7. The developer shall be required to install landscaping in the arterial street median(s) adjoining this project. In the event that the landscaping already exists within such median(s), the developer shall be required to upgrade such landscaping to meet current City standards.

8. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.

9. The landscaping in all open spaces shall be maintained by the adjacent property owner or property owners' association, and shall be maintained at a level consistent with or better than at the time of planting.

10. Per the direction of the City Engineer, the developer shall be responsible for off-site improvements for water and sewer extension in Hamilton Street south of the property to Queen Creek Road, if the adjacent Schrader Farms Business Park does not construct prior to construction of Phase 1.

11. If the applicant desires access to the signalized intersection at Hamilton Street and Queen Creek Road, and the half-street improvements between Canary Way and Queen Creek Road have not been completed by Schrader Farms Business Park, the developer must complete the roadway improvements at their expense. The roadway must be paved to a minimum width of 24-feet for two-way traffic and include streetlights. The applicant would enter into a development agreement with Schrader farms and City of Chandler for reimbursement of any off-site improvements that would otherwise have been the responsibility of Schrader Farms Business Park.

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

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

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

Section 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, then this entire ordinance is invalid and shall have no force or effect.

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

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this ____ 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. 5089 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:

Exhibit A
Legal Description

Ryan Commerce Center (Phase I) Legal Description

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 10, MARKED BY A BRASS CAP IN HANDHOLE FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 10, MARKED BY A BRASS CAP IN HANDHOLE BEARS NORTH 89°19'17" EAST, A DISTANCE OF 2640.58 FEET;

THENCE SOUTH 00°00'08" WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 33.00 FEET, TO A POINT ON A LINE PARALLEL WITH 33.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 10, ALSO BEING THE POINT OF BEGINNING;

THENCE NORTH 89°19'17" EAST, A DISTANCE OF 1320.29 FEET;

THENCE SOUTH 00°02'20" WEST, A DISTANCE OF 1292.50 FEET;

THENCE SOUTH 89°21'01" WEST, A DISTANCE OF 1319.46 FEET;

THENCE NORTH 00°00'08" EAST, A DISTANCE OF 1291.82 FEET TO THE POINT OF BEGINNING.

SAID DESCRIPTION CONTAINING 1,705,374 SQ. FT. ±, 39.15 AC. ±.

Hamilton Commerce Center (Phase II) Legal Description

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 10, MARKED BY A BRASS CAP IN HANDHOLE FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 10, MARKED BY A CITY OF CHANDLER BRASS CAP FLUSH BEARS SOUTH 89°19'19" WEST, A DISTANCE OF 2639.03 FEET;

THENCE SOUTH 00°00'08" WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 33.00 FEET, TO A POINT ON A LINE PARALLEL WITH 33.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10, ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 00°00'08" WEST, ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER, A DISTANCE OF 1858.69 FEET;

THENCE SOUTH 89°23'49" WEST, A DISTANCE OF 699.25 FEET;

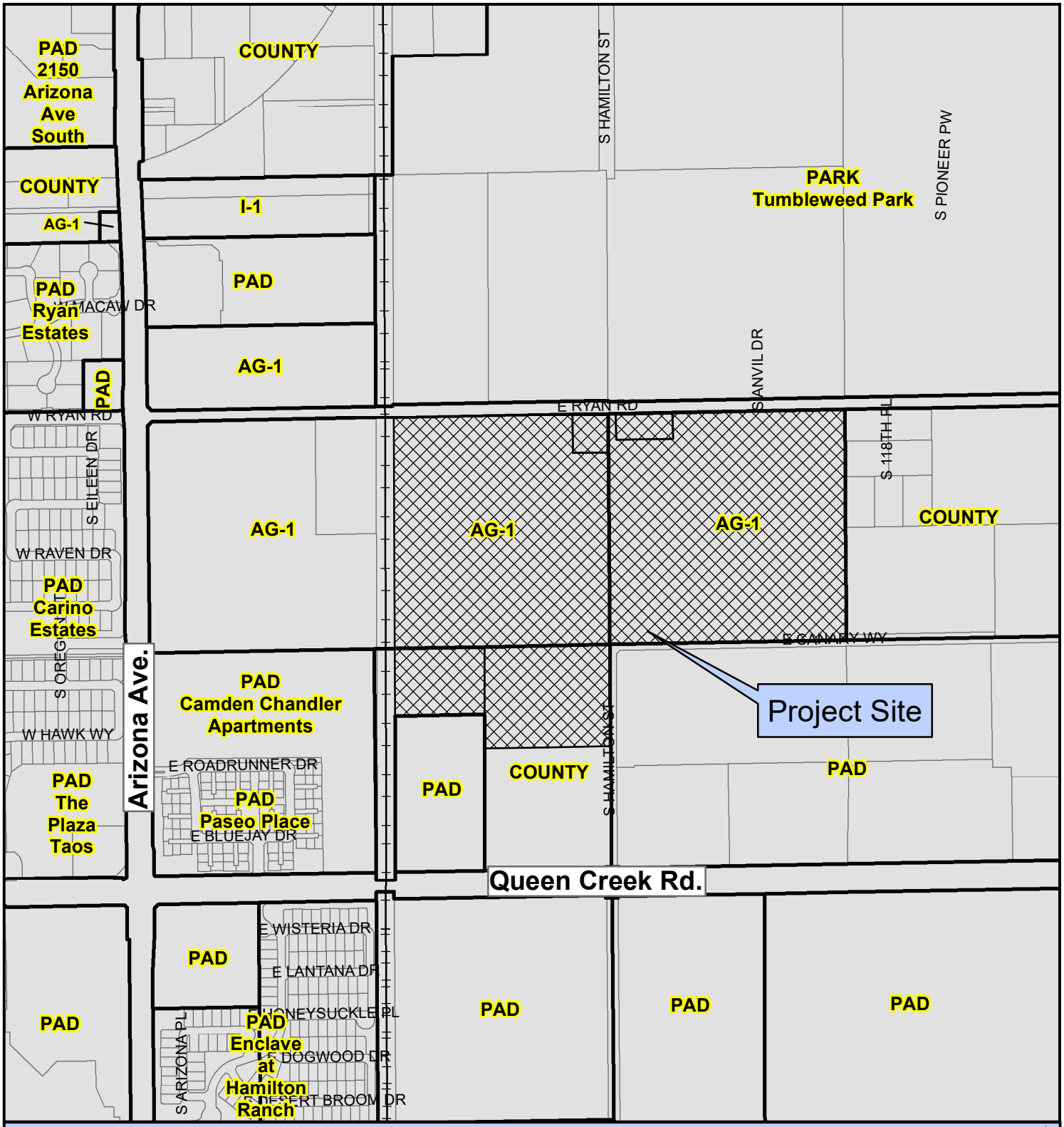
THENCE NORTH 00°06'48" EAST, A DISTANCE OF 193.16 FEET;

THENCE SOUTH 89°23'51" WEST, A DISTANCE OF 500.08 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SOUTHERN PACIFIC RAILROAD AS RECORDED IN BOOK 189 OF DEEDS, PAGE 525, OF OFFICIAL RECORDS, MARICOPA COUNTY, ARIZONA;

THENCE NORTH 00°07'20" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1664.01 FEET, TO A POINT ON A LINE PARALLEL WITH 33.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10;

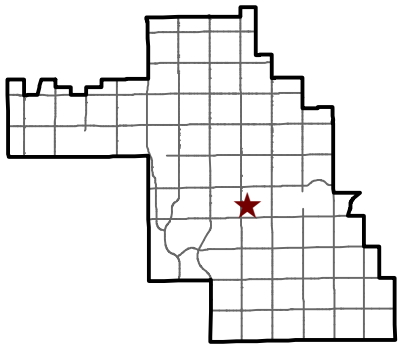
THENCE NORTH 89°19'17" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 1320.29 FEET, TO THE POINT OF BEGINNING.

SAID DESCRIPTION CONTAINING 2,127,906 SQ. FT. ±, 48.85 AC. ±.



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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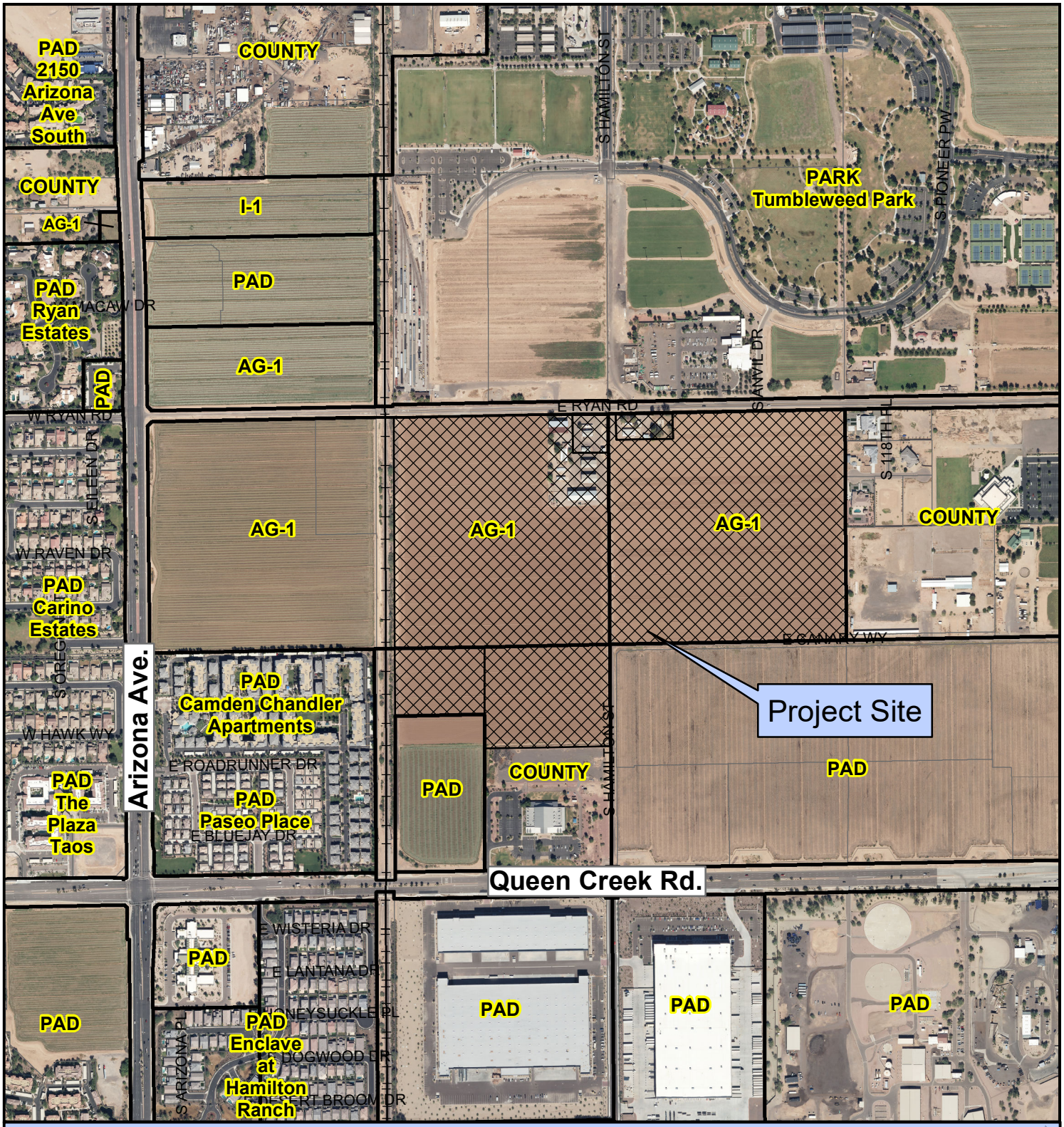

PLH22-0028/PLT23-0011 Schnitzer Commerce Parks

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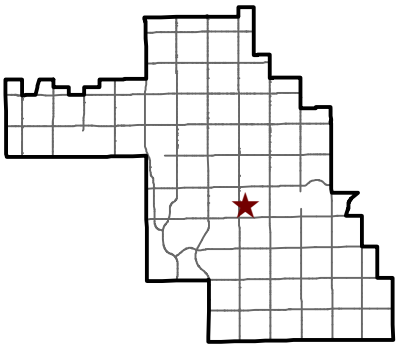

CHANDLER arizona

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

Schnitzer Commerce Parks

Rezoning and Preliminary Development Plan Request

Ryan Commerce Center
Southeast Corner of
E. Ryan Road and Hamilton Street

Hamilton Commerce Center
Southwest Corner of
Hamilton Street and E. Ryan Road



Case No. PLH22-0028

1st Submittal: May 2022
2nd Submittal: May 2023
3rd Submittal: October 2023
4th Submittal: December 2023

DEVELOPMENT TEAM

Developer:	**Schnitzer Properties** Robert Strys 1121 SW Salmon St. Portland, OR 97205
Applicant / Legal Representative:	**Withey Morris Baugh PLC** Adam Baugh 2525 East Arizona Biltmore Circle Suite A-212 Phoenix, Arizona 85016
Architect:	**VLMK Engineering and Design** Jason Sahlin 3933 S. Kelly Avenue Portland, OR 97239
Civil Engineer:	**Hunter Engineering, LLC** Jeff Hunter 10450 N 74th Street, Suite 200 Scottsdale, AZ 85258

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I. PLANNED AREA DEVELOPMENT

A. Project Overview

This application requests approval of a rezoning to Planned Area Development (PAD) for industrial, office, and tech, research and business park uses, as well as a Preliminary Development Plan (PDP) and preliminary plat for two (2) major commerce centers, on the approximate 88-acre property generally located 1372 feet east of the southeast corner of Ryan Road and Arizona Avenue (the "Property"). See *Tab A*, Aerial Map. The Schnitzer Commerce Parks PAD is designed to follow the Chandler Airpark Area Plan which recommends Industrial uses for the Property. This PAD and PDP will facilitate a light industrial office park development within a growing area of the City of Chandler.

Schnitzer Properties proposes a high-quality development (the "Project") that will promote office, business park, and industrial uses including flex warehouse, manufacturing, and warehouse distribution uses. To accommodate the Project being developed as envisioned, a rezoning of the Property to a PAD designation with a PDP is requested to create uniform zoning for the Property.

The two (2) commerce centers will be known as Ryan Commerce Center (38.9 acres) and Hamilton Commerce Center (47.7 acres) as shown on the map at Tab A.

Due to the site's strategic location, this proposal has the potential to become a major source of new jobs to Chandler and achieves a logical pattern of development that may evolve over time. The site will capitalize on direct access to the San Tan Loop 202 Freeway and the nearby I-10 Freeway, both of which connect to the other municipalities, regional/ interstate transportation networks, as well as to the other existing and planned commercial developments in the region.

This Property is well positioned for employment and industrial users because of its proximity to the freeway interchange and the Southern Pacific Railroad which could be utilized for deliveries. This PAD/PDP request is consistent with the established land development pattern in the area and is an appropriate land use for this vicinity. Further, this request will allow for either development of industrial-related businesses in any combination or the development of the property under a single ownership over the entire property. Both

development scenarios ensure that future employment opportunities are provided which is consistent with the City's vision for this area. This Schnitzer Commerce Parks PAD will contribute to the orderly growth of the City by bringing potential office, industrial, commerce, warehouse, and/or distribution uses in an appropriate area of the City.

B. Relationship to Adjacent Properties

The area surrounding the Property consists of some agricultural uses (AG-1), city land (Tumbleweed Park) to the north zoned industrial (I-2), some residential uses to the east (zoned County RU-43), planned industrial uses to the south and southeast, and some multi-family apartments zoned PAD.

C. General Plan Conformance

This request conforms to the City of Chandler General Plan which designates the Property for employment uses.

D. Airpark Area Plan Conformance

The Property is located within the Chandler Airpark Area Plan which designates the Property as Industrial (Logistics and Manufacturing). The Industrial designation permits industrial uses that are "flexible in use and can accommodate a mix of office, showroom and potentially limited manufacturing."

Schnitzer PAD promotes and maximizes the economic development within the Chandler Municipal Airport area. The PAD and PDP are consistent and compatible with the Chandler Municipal Airport and other surrounding land uses and establish criteria to ensure the orderly and compatible development of Ryan Commerce Center.

E. Permitted Uses

All uses permitted in the Planned Industrial (I-1) District of the Chandler Zoning Ordinance; all general offices, including professional and administrative, but excluding medical/dental offices; research and development; tech-related business; automotive accessory sales and installation uses; and recreational assembly uses, provided such recreational assembly uses shall not exceed 15% of the total building square footage on the Property.

II. Preliminary Development Plan

The PDP will establish the site and building standards for the Property. This document will set forth and establish a PDP and development standards for all future development within Schnitzer PAD.

A. Development Standards

All development standards in the I-1 zoning district of the Chandler Zoning Ordinance shall apply to the Property, except as provided herein. In the event of a conflict between a provision of this application and a provision of the Chandler Zoning Ordinance, the provisions of this PAD shall apply. Refer to Table 1 for a summary of development standards for this proposal.

Table 1 – Development Standards	
Development Standard	PAD
Building Height	45’
Building Setbacks Front (Ryan Road) Side Rear	 30’ 0’ *(50’ when abutting residential)* 25’ *(50’ when abutting residential)*

B. Commerce Center Intent & General Specs

1. Ryan Commerce Center:

Ryan Commerce Center consists of three (3) light industrial buildings totaling nearly 604,500 square-feet. Building A is approximately 166,835 square feet, Building B is approximately 208,435 square feet in size and Building C is approximately 229,230 square feet in size.

The purpose and intent of the Ryan Commerce Center is to promote a more intense development that will provide opportunities for light industrial, light warehousing, distribution, high-quality office, and retail flex-space types of uses through compatible design features. The requested development standards are intended to allow this property the ability to bring together various types of uses in a cohesively planned urban setting.

The conceptual site plan for *Ryan Commerce Center* proposes approximately 604,500 square-feet of building area with 1,146 parking spaces, including programming for future EV Spaces and 24 ADA spaces under a proposed configuration of three (3) buildings. The overall parking ratio for this phase is 1.90 parking

spaces per 1,000 square feet of building area. The conceptual site plan is intended to show a possible configuration and building orientation of the total site area to be developed and does not represent specific future tenant(s).

Three driveways are planned along existing E. Ryan Road (north), two driveways along future collector street Hamilton Street (west) and two driveways along future collector street Canary Way (south); one of these driveways will be coordinated with the CORE5 development south of the site; and the other driveway is a shared driveway with the McQueen project to the east.. The driveway will be set to align with driveways across the street and/or with median breaks.

2. Hamilton Commerce Center:

Hamilton Commerce Center consists of four (4) light industrial buildings totaling approximately 715,571 square-feet. Building A is approximately 150,102 square feet, Buildings B is approximately 199,292 square feet, Building C is approximately 216,692 square feet, and Building D is approximately 149,485 square feet in size.

The purpose and intent of the *Hamilton Commerce Center* is to promote a development that will provide for flexible uses including technologies, light industrial, light warehousing, distribution, high-quality office, and retail flex-space types of uses through compatible design features. The requested development standards are intended to allow this property the ability to bring together various types of uses in a cohesively planned urban setting.

The conceptual site plan for Hamilton Commerce Center proposes approximately 715,571 square-feet of building area with 1,363 parking spaces, including programming for future EV Spaces and 28 ADA spaces under a proposed configuration of four (4) buildings. The overall parking ratio for this phase is 1.91 parking spaces per 1,000 square feet of building area. The conceptual site plan is intended to show a possible configuration and building orientation of the total site area to be developed and does not represent specific future tenant(s).

Two driveways are planned along existing E. Ryan Road (north), and four driveways are planned along the future Hamilton Street collector (east) to be coordinated with the Ryan development east of the site and the Canary Way alignment. Driveways will be set to align with driveways across the street and/or with median breaks.

Due to the common ownership and management of the Property, parking is effectively shared across each respective commerce park phase with both site plan alternatives, thus, each site plan for the respective commerce park phase provides a ratio for the overall required parking. While parking for each tenant or building may vary, the parking provided for each commerce park phase is intended as an aggregate requirement to meet the parking requirement for each overall commerce park phase of the project. This will ensure flexibility for future users, so long as the minimum overall parking for each site is provided. Accordingly, parking for each Tenant Improvement plan should be reviewed with consideration of the overall parking ratio for the respective commerce park phase.

C. Circulation

Primary access will be provided from Ryan Road with secondary drive access from Hamilton Street. and Canary Way. The internal circulation of the site is designed to provide flexibility to support automotive, light truck, and tractor-trailer traffic to the parking and loading areas. The entire site allows for cross access to create a unified and flexible campus.

Pedestrian access will maintain the required walks accessing public streets and the interconnection within the development to provide access for business users. Additional internal circulation has been provided onsite to include employee amenity spaces and allow for greater connectivity between development plots.

D. Architectural Theme & Design Guidelines

The overall architectural character for Schnitzer PAD is contemporary. This will be established through the use of clean edges and forms, with architectural accents that create an underlying common connection between the buildings while allowing opportunities for individual uses and identity. Styles may, and should, vary while maintaining some common threads, which create compatibility between buildings and land uses. The representative images are for illustration purposes only, intended to communicate a general level of

quality and design vocabulary for future buildings within the Schnitzer PAD. See *Tab D,* Perspective Renderings. Buildings will incorporate the following approved exterior façade materials:

- Architectural metal panels
- Architectural storefront and spandrel glazing
- Projecting metal window shades with painted finish
- Poured in place, tilt-up or precast concrete provided that surfaces be painted or have exposed aggregate finish (color and texture of exposed aggregate must be approved through the Design Review process).
- Integrally colored concrete block, smooth face and/or split-face block units.
- Granite, marble or other natural stone.
- Ceramic tile.
- Any roof access ladders shall be located inside the building.
- All roof drainage shall be interior roof drains.

The conceptual building elevations include four-sided architecture and distinct design elements, such as strong architectural forms, colors and accent shading features, variations in building height, and building envelope articulation, which collectively provide for an enhanced visual interest and varied building massing and create distinctive points of entry for users. See *Tab F,* Elevations and Floor Plans. Roof and ground mounted equipment, service areas, and utility terminations and devices will be screened from public view by building parapets, screen walls and other similar features. No portion of any roof mounted equipment shall be visible above the lowest wall's parapet.

Buildings shall incorporate architectural elements such as tinted storefront glass entries, elevated metal tenant entrance canopies, projecting painted metal window shades and concrete tilt panel construction with varying widths of architectural reveals and contrasting colors.

The specific architecture and landscaping theme for this site will complement the surrounding area. Future, tenant-driven building elevations, landscape/civil drawings, site plans and other corresponding plans shall be required to be reviewed and approved by Staff and will not require a formal approval process.

E. Colors and Materials

The buildings will be constructed from site finished/painted cast in place concrete tilt walls with formed reveals, aluminum storefronts with insulated glazing, and architectural metal siding for accent. At a minimum, a four (4) tier-colorization of the building facades, combined with accent color banding, will emphasize the various elements of the building façade, sites will have complementary color palettes to tie project developments together while maintaining their individual identity. See *Tab G,* Colors and Materials Palette.

Colors and light materials should be used to create visual harmony. The proposed building colors on Phase 1, Ryan Commerce Center, are as follows: Iron Ore, Grizzle Gray, Stamped Concrete and Rarified Air. Proposed building colors on Phase 2, Hamilton Commerce Center, are as follows: Web Gray, Network Gray, Rarified Air and Extra White. Both developments will utilize Midnight Bronze architectural metal siding and projected metal window shades finished in Network Gray.

F. Landscaping

Landscaping will be provided in accordance with the Zoning Ordinance, unless otherwise modified herein. See *Tab E*, Conceptual Landscape Plan. A major objective of the landscaping is to provide a well-planned landscape area along Ryan Road and at key project entryways. The frontage is developed with formal rows of accent shrubs and formal placements of Cascalote and Pistache trees. The design includes strong masses of shrubs and groundcovers. The main project entry includes the addition of date palms to provide for an enhanced entry to the project.

The entries into the site shall be clearly identified as project entry points. The site entrances shall include increased and cohesive plant massing, themed plant species. Examples of landscape treatment in these areas may include palms, with shrub accent and groundcover plantings that add to site walls and directional signage.

“Soldier rows” of trees, and the massing of shrub material in the background will provide for a streetscape that emulates a formal streetscape design. Color, texture and massings will create visual interest for people and cars passing by. The plant palette along the streetscape is limited to only a "handful" of plant varieties to provide continuity with the streetscape. Yellow Bells, Winter Blaze, Baccharis Starn, Medicinal Aloe,

Rosemary, Baja Ruellia and Yellow Dot groundcover are the prominent shrub and groundcover plantings in the landscape setback. Arterial tree sizes have been increased so that 50% of trees are 36" box size and 50% are 48" box size, creating an enhanced streetscape with more mature trees.

A 3-foot-tall decorative screen wall with bermed landscaping will screen the front parking area and vehicles. A formal and repetitive landscape will embellish the wall and provide the same design repetition and continuity provided in the wall design. The horizontal design of the wall allows landscaping on both sides so that the wall can be well integrated into the landscape.

The balance of the on-site landscape will consist of mature Evergreen Elm and Sissoo Trees in the parking lot planting areas to provide shade for cars and pedestrians. Islands are placed every twenty (20) parking spaces and planted with mature shade trees. Elm, Cascalote, Texas Mountain Laurel, Eucalyptus and Pine trees accent and soften building masses; and fast-growing Pistache and colorful Cascalote trees are placed along the entire perimeter. A pallet of flowering, low water use shrubs and groundcovers will complete the landscape.

G. Screen Walls, Theme Walls and Entry Monuments

A 3-foot-tall decorative masonry parking screen wall along Ryan Road shall be permitted within the required landscape setback. Screen walls along Ryan Road will complement the building architecture by utilizing similar details and material accents and providing detail and articulation appropriate to the public street frontages.

A combination of fifteen-foot-tall and eight-foot-tall walls and fully screened gates will be provided to screen truck parking areas, docks and any accessory outdoor storage from view within the public right-of-way along Hamilton Street. This screening is provided in anticipation that future building tenants may require some use of truck dock areas for the purposes of staging or storage, consistent with all other commerce park developments in the area. The service area has been strategically located behind buildings, so that it is screened from view from Ryan Road. A six-foot-tall screening wall will be provided to screen the rear yard of Building A from Hamilton Street on the Ryan Commerce Center site. An additional six-foot-tall wall will be

provided, along with landscaping, along the southeast of the Ryan Commerce Center to meet the dissimilar land use requirements.

The design, materials and colors for all walls visible from public view will be uniform in appearance. Two types of color finishes will be used on the decorative walls and the wall will be broken up by landscaping berms with shrubs and trees. See *Tab H*, Site Details.

H. Lighting

Decorative and custom color architectural lighting will be provided at each building entrance. General site light poles, building area lighting, and ingress/egress lighting will be finished similar to adjacent buildings/wall finishes.

I. Signage

Signage is conceptually proposed herein. Specifically, the envisioned signage for each project includes: one (1) corner monument sign which will include: 40 square feet of signage area, each site will also include up to two (2) monument flag signs each with 20 square feet of signage area; and, wall mounted project and tenant identification signage. Additionally, numbering above dock doors may be provided to minimize conflicts and assist with wayfinding. Any such numbering shall not exceed 16-inches in height. All future tenant signage will comply with City of Chandler standards. The signage proposed herein complements the project architecture and provides for a sense of continuity through the use of colors and materials. Please refer to the enclosed sign plan for additional details regarding signage (*Tab I*)

J. Phasing

Schnitzer PAD will be constructed in a phased manner based on market demand. All needed off-site and on-site improvements will be constructed at the time each parcel is developed with a specific user subject to administrative review and approval for said user. When a parcel is developed it will include needed street improvements to provide proper access to a street/frontage road, water and sewer connections into the city system, on-site storm water retention, and perimeter streetscape improvements adjacent to the parcel.

III. Engineering

A. Grading and Drainage / Preliminary Plat

Existing drainage on the site generally flows from the northeast to the southwest. A portion of the site along the rail is within a flood hazard area and the proposed grading and drainage plans are developed to accommodate the flood plain. It is anticipated that a flood plain use permit will be obtained for the development within this area. The site will provide the required 100-yr, 2-hour retention via underground storage and surface retention basins. The site will dissipate the retention storage volume within the required 36 hours vi approved drywells. See *Tab J,* Preliminary Grading and Drainage Plan. A preliminary plat is also provided herein at *Tab K*.

B. Water and Sewer

The Property is immediately bounded by public rights-of-way with existing public utilities within Ryan Road. In addition, the development to the south will be constructing water and sewer within the Hamilton Road and Canary Road alignments. It is anticipated that this development will extend public facilities within Hamilton Road and connect the looped water lines to Ryan Road. In addition, sewer will be extended north within Hamilton Road which will be used as a connection for a portion of this project. The sewer facilities for the remaining buildings are shallow and may require lift stations be installed during the construction phase of the projects. A water and sewer report will determine the final pipe sizes and connection locations for all buildings.

The fire system will be designed in accordance with City standards. The system will be looped with onsite private hydrants and multiple lines feeding to risers as needed for fire code for each building. The FDCs will be located at the backflow connection to the public water system along the adjacent rights of ways. Fire hydrants will be spaced in accordance with City standards.

IV. Summary

Schnitzer Commerce Parks PAD will provide an attractive, high-quality development that will attract employment users to the area and provide new building inventory for businesses and employers who will contribute to the economic vitality of the City. This flexible project with a variety of building sizes and potential tenant spaces will accommodate a variety of businesses sizes and types to locate or expand their operations in this employment area. The proposed PAD/PDP conforms with and promotes the goals and objectives of the City of Chandler

General Plan and Airpark Area Plan. Schnitzer Commerce Parks PAD complements the Chandler Municipal Airport and surrounding area and will provide significant employment opportunities for business and the City of Chandler.

TAB A

1 EX-A
AERIAL CONTEXT MAP
N.T.S.
Aerial View

Schnitzer PROPERTIES

VLMK ENGINEERING + DESIGN

SCHNITZER PROPERTIES: RYAN ROAD PLANNED AREA DEVELOPMENT

04/28/2023

CONCEPTUAL AND SCHEMATIC DESIGNS, INCLUDING RENDERINGS ARE CREATED FOR THE SOLE PURPOSE OF DEVELOPING A DESIGN CONCEPT. THE INFORMATION DEPICTED IN THESE DRAWINGS ARE INCOMPLETE AND NOT INTENDED TO REPRESENT THE FULL SCOPE OF WORK REQUIRED FOR CONSTRUCTION. THESE DRAWINGS AND RENDERS FOR ANY PURPOSE OTHER THAN AS INTENDED BY THE ENGINEER IS PROHIBITED.

SCALE: AS NOTED	PROJ. NO. ********
DRAWN JAB	CHECKED JCS

AERIAL CONTEXT MAP

EX-A

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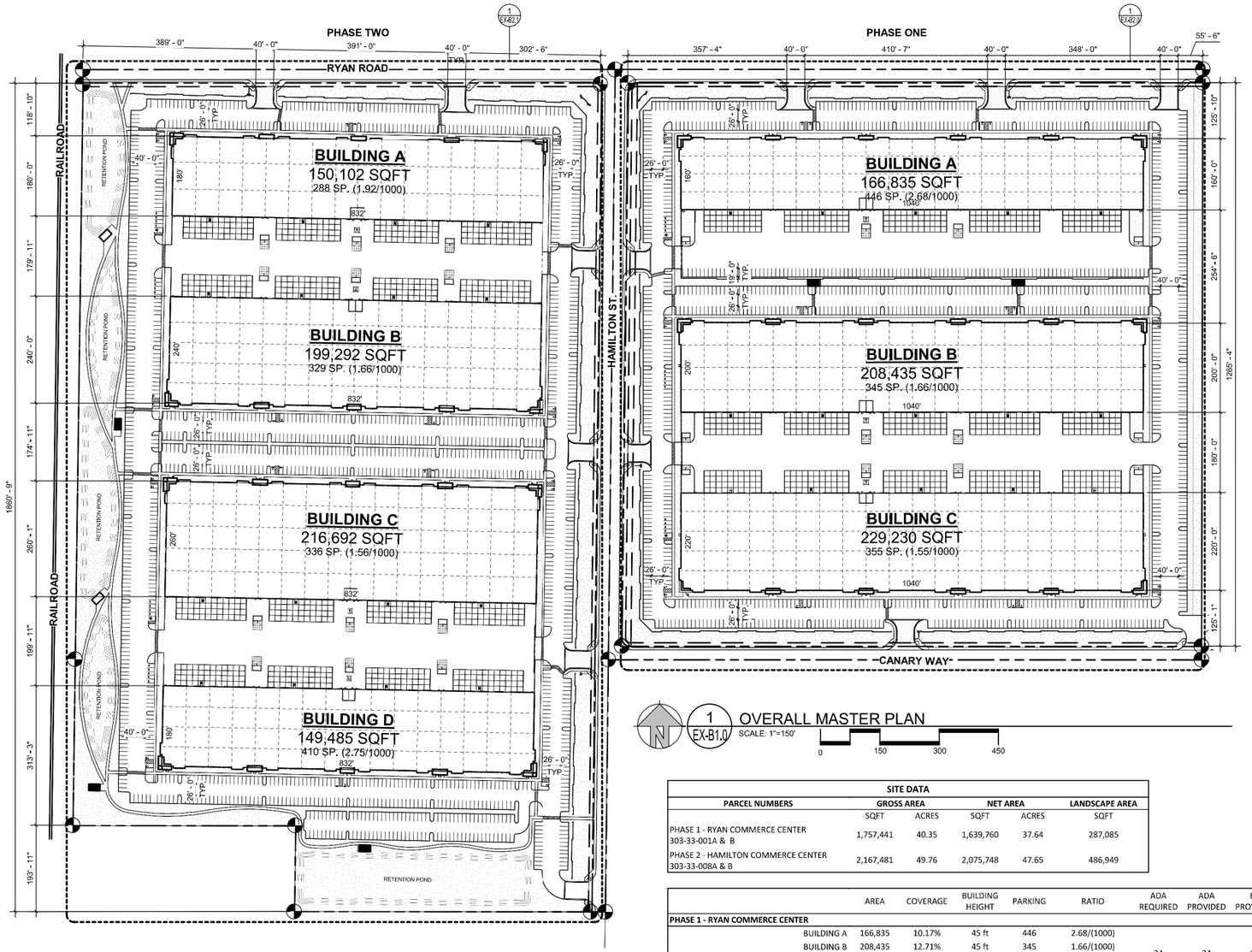
TAB B



1 EX-B1.0 OVERALL MASTER PLAN
SCALE: 1"=150'
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SITE DATA					
PARCEL NUMBERS	GROSS AREA		NET AREA		LANDSCAPE AREA
	SQFT	ACRES	SQFT	ACRES	SQFT
PHASE 1 - RYAN COMMERCE CENTER 303-33-001A & B	1,757,441	40.35	1,639,760	37.64	287,085
PHASE 2 - HAMILTON COMMERCE CENTER 303-33-008A & B	2,167,481	49.76	2,075,748	47.65	486,949

	AREA	COVERAGE	BUILDING HEIGHT	PARKING	RATIO	ADA REQUIRED	ADA PROVIDED	EV PROVIDED
PHASE 1 - RYAN COMMERCE CENTER								
BUILDING A	166,835	10.17%	45 ft	446	2.68/(1000)	24	24	15
BUILDING B	208,435	12.71%	45 ft	345	1.66/(1000)			
BUILDING C	229,230	13.98%	45 ft	355	1.55/(1000)			
TOTAL	604,500	36.87%		1,146	1.90			
PHASE 2 - HAMILTON COMMERCE CENTER								
BUILDING A	150,102	7.23%	45 ft	288	1.92/(1000)	28	28	20
BUILDING B	199,292	9.60%	45 ft	329	1.66/(1000)			
BUILDING C	216,692	10.44%	45 ft	336	1.56/(1000)			
BUILDING D	149,485	7.20%	45 ft	410	2.75/(1000)			
TOTAL	715,571	34.47%		1,363	1.91			

PROJECT NARRATIVE

THE PROPOSED PROJECT CONSISTS OF A TWO PHASE COMMERCE CENTER DEVELOPMENT LOCATED ON APPROXIMATELY 85 ACRES OF LAND STARTING EAST OF UNION PACIFIC RAILROAD AND EXTENDING EAST. THE MASTER PLANNED DEVELOPMENT WILL CONSIST OF APPROXIMATELY SEVEN BUILDINGS DESIGNED FOR A VARIETY OF USES CONSISTENT WITH THE CHANDLER AIRPARK AREA PLAN.

PROJECT TEAM

Owner:
Schnitzer Properties
1121 SW Salmon St.
Portland, OR 97205
Contact: Robert Strys
Phone: 503.973.0202

Jurisdiction:
City of Chandler
215 E. Buffalo St.
Chandler, AZ 85225

Site Surveyor:
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22425 N. 16th St. Suite #1
Phoenix, AZ 85024

Engineer:
VLMK Engineering + Design
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Phone: 971.254.8298
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Geo Engineer:
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Scottsdale, AZ 85258
Contact: Audie Hennington
Phone: 480.991.3985
Email: ahennington@hunterengineeringpc.com

PARKING RATIOS								
	TOTAL AREA	OFFICE (20%)	INDUSTRIAL (80%)	OFFICE SPACES	INDUSTRIAL SPACES	PARKING REQUIRED	PARKING PROVIDED	RATIO #/(1000 SF)
PHASE 1 - RYAN COMMERCE CENTER								
BUILDING A	166,835	33367	133468	133.5	133.5	267	446	2.68
BUILDING B	208,435	41687	166748	166.7	166.7	334	345	1.66
BUILDING C	229,230	45846	183384	183.4	183.4	367	355	1.55
TOTAL	604,500	120900	483600	484	484	968	1146	1.9
PHASE 2 - HAMILTON COMMERCE CENTER								
BUILDING A	150,102	30020.4	120081.6	120.1	120.1	241	288	1.92
BUILDING B	199,292	39858.4	159433.6	159.4	159.4	319	329	1.66
BUILDING C	216,692	43338.4	173353.6	173.4	173.4	347	336	1.56
BUILDING D	149,485	29897	119588	119.6	119.6	240	410	2.75
TOTAL	715,571	143114.2	572456.8	573	573	1146	1363	1.91

Schnitzer PROPERTIES

VLMK ENGINEERING + DESIGN

SCHNITZER PROPERTIES: RYAN ROAD PLANNED AREA DEVELOPMENT

12/13/23

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SCALE	PROJ. NO.
AS NOTED	********
DRAWN	CHECKED
JAB	JCS

OVERALL MASTER PLAN

EX-B1.0

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1 EX-B1.1 OVERALL MASTER PLAN
N.T.S

Schnitzer PROPERTIES

VLMK ENGINEERING + DESIGN

SCHNITZER PROPERTIES: RYAN ROAD PLANNED AREA DEVELOPMENT

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SCALE	PROJ. NO.
AS NOTED	********
DRAWN	CHECKED
JAB	JCS

MASTER PLAN
COLOR

EX-B1.1

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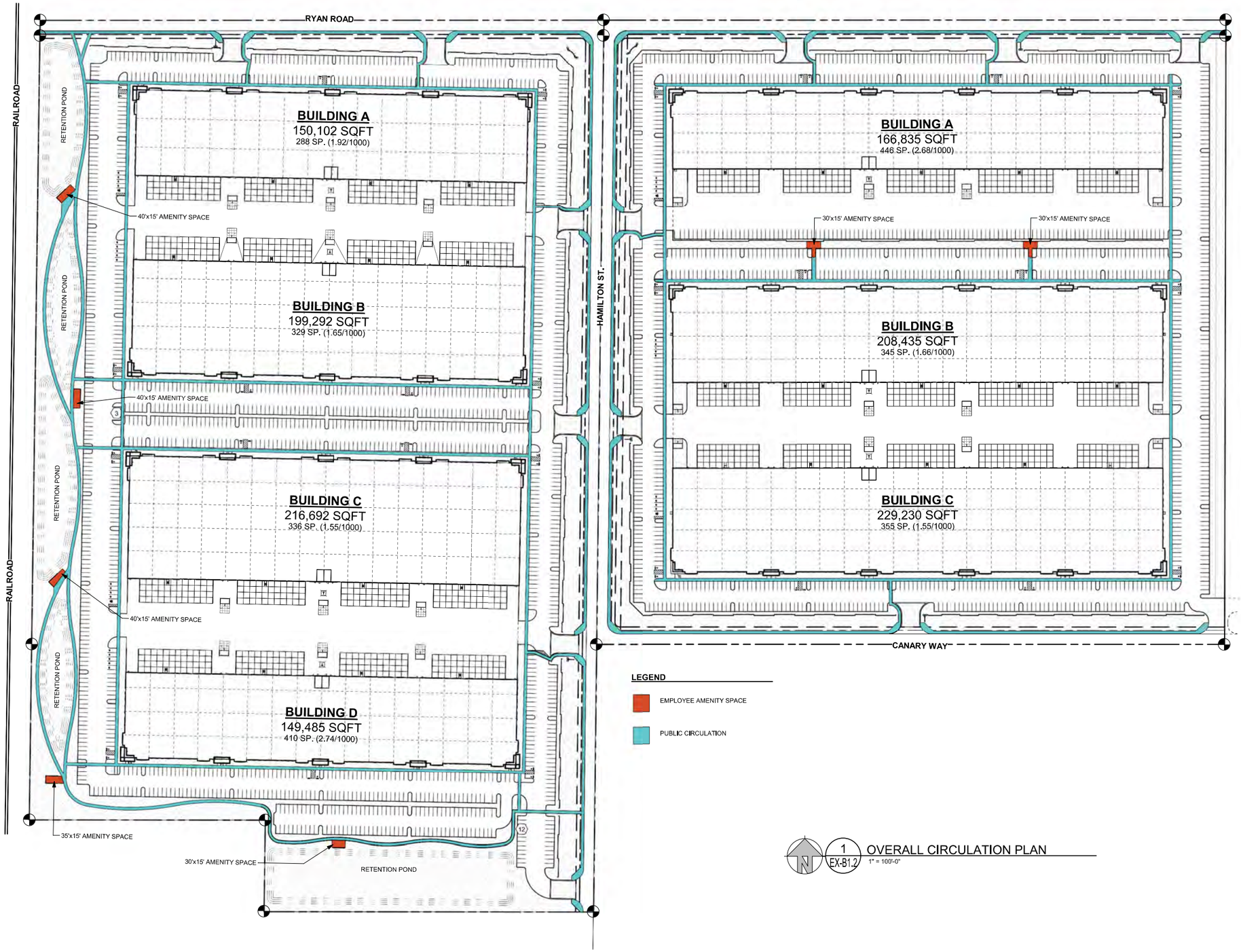
PHASE TWO

PHASE ONE



LEGEND

- EMPLOYEE AMENITY SPACE
- PUBLIC CIRCULATION

1 EX-B1.2 OVERALL CIRCULATION PLAN
1" = 100'-0"

Schnitzer PROPERTIES

VLMK ENGINEERING + DESIGN

SCHNITZER PROPERTIES: RYAN ROAD PLANNED AREA DEVELOPMENT

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SCALE	PROJ. NO.
AS NOTED	********
DRAWN	CHECKED
JAB	JCS

CIRCULATION PLAN

EX-B1.2

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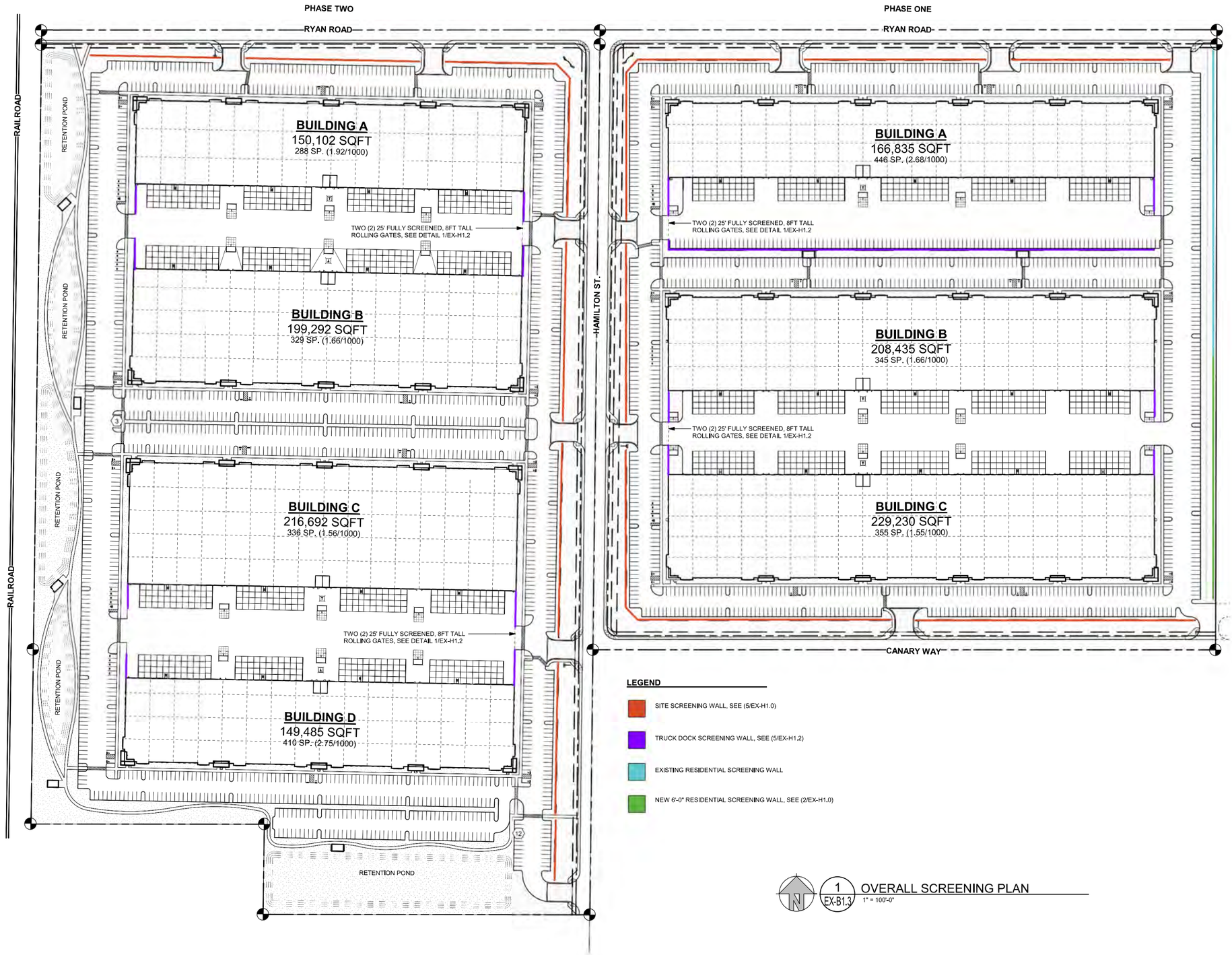

Schnitzer PROPERTIES

VLMK ENGINEERING + DESIGN

SCHNITZER PROPERTIES: RYAN ROAD PLANNED AREA DEVELOPMENT

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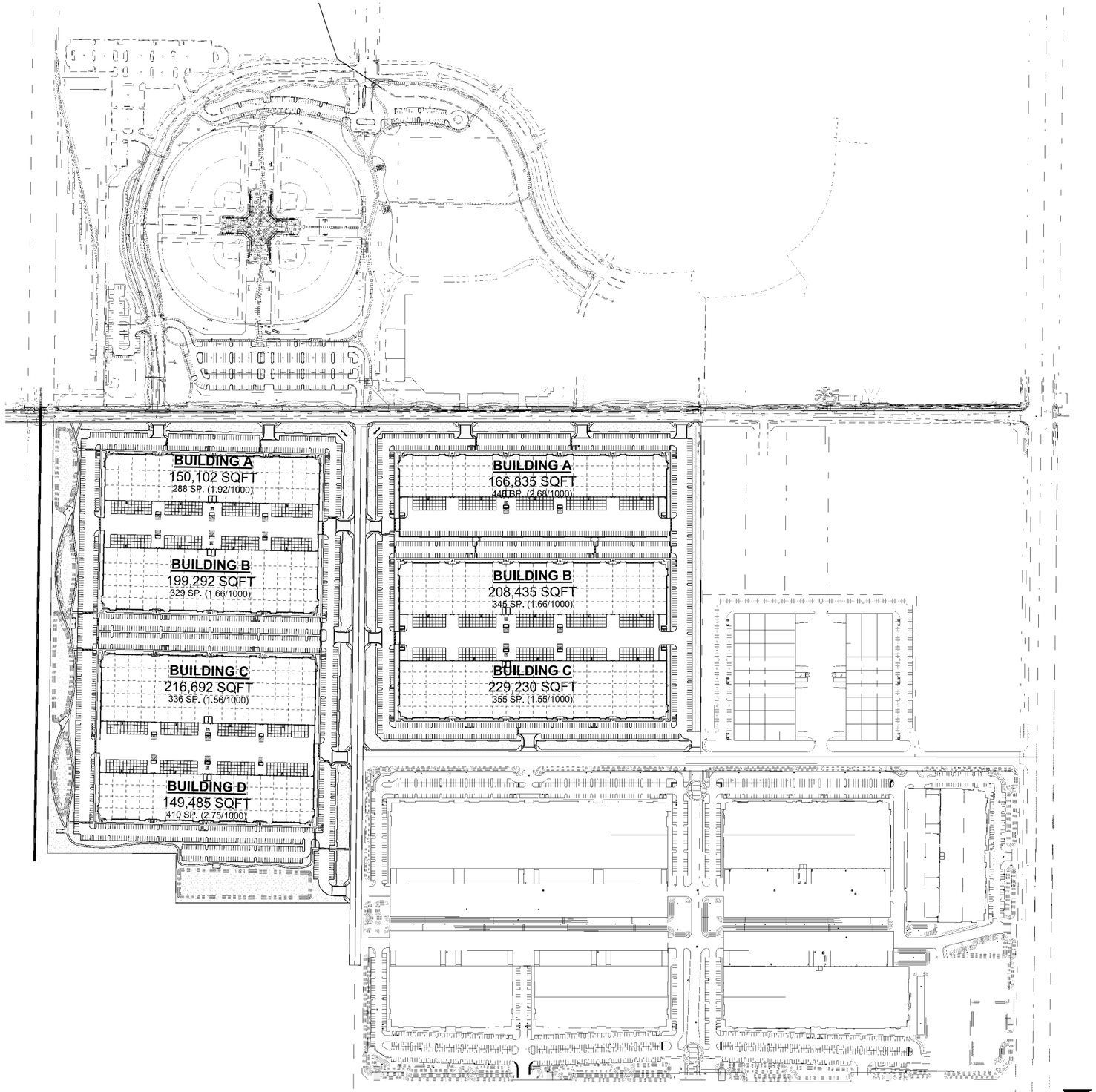
SCALE AS NOTED	PROJ. NO. ********
DRAWN JAB	CHECKED JCS

PH.1 & PH.2
OVERALL WALL &
SCREENING PLAN

EX-B1.3

12/12/2023 3:25:28 PM



1 EX-B1.4 SITE CONTEXT PLAN
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SCHNITZER PROPERTIES: RYAN ROAD PLANNED AREA DEVELOPMENT

12/13/23

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SCALE	PROJ. NO.
AS NOTED	********
DRAWN	CHECKED
JAB	JCS

ADJACENT DEVELOPMENT CONTEXT

EX-B1.4

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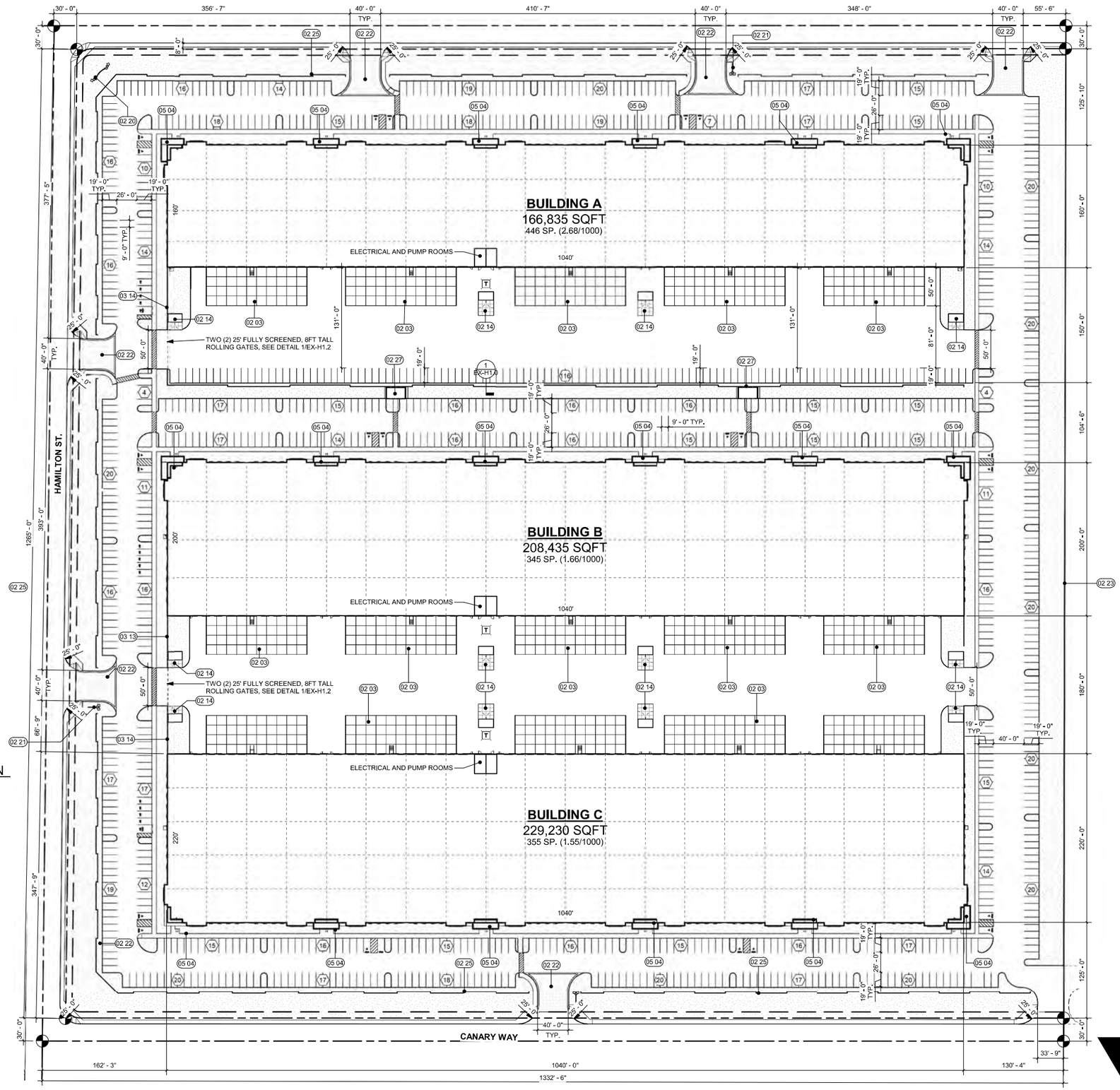

1 EX-B2.0 PH.1 ENLARGED RYAN COMMERCE CENTER PLAN

1/64" = 1'-0"

0 64 128 192

KEYNOTE LEGEND

02 03	LOADING DOCK CONCRETE SLAB. 7" THICK UNREINFORCED CONCRETE OVER 6 INCHES COMPACTED CRUSHED ROCK OVER COMPACTED SUBGRADE.
02 14	TRASH REFUSE LOCATION
02 20	
02 21	FLAG SIGNAGE SEE SIGNAGE DETAILS
02 22	ENHANCED DRIVE ASILE ENTRANCE, SEE SITE DETAILS
02 23	DISSIMILAR USE SCREENING WALL, SEE SITE DETAILS
02 25	STREET FRONT LOW SCREEN WALL, PER PLAN
02 27	EMPLOYEE AMENITY AREA WITH CANOPY
03 13	LOADING DOCK RETAINING WALL WITH GUARDRAIL
03 14	CONCRETE TILT-UP DOCK SCREENING WALL PER ELEVATION
05 04	METAL TENANT ENTRY CANOPY PER PLAN AND ELEVATION

NOTE: ALL SIDEWALKS AROUND THE BUILDING SHOWN WITH A HATCH PATTERN ARE TO HAVE STAMPED / COLORED CONCRETE WITH PATTER AND COLOR AS NOTED BELOW:

1. STAMP PATTERN: BRICKFORM ASHLAR CUT SLATE - STANDARD ID #FM-3125
2. INTERGRAL COLOR ADDITIVE: BASF MASTERCOLOR (HAILSTORM GRAY)

Schnitzer PROPERTIES

VLMK ENGINEERING + DESIGN

SCHNITZER PROPERTIES: RYAN ROAD PLANNED AREA DEVELOPMENT

12/13/23

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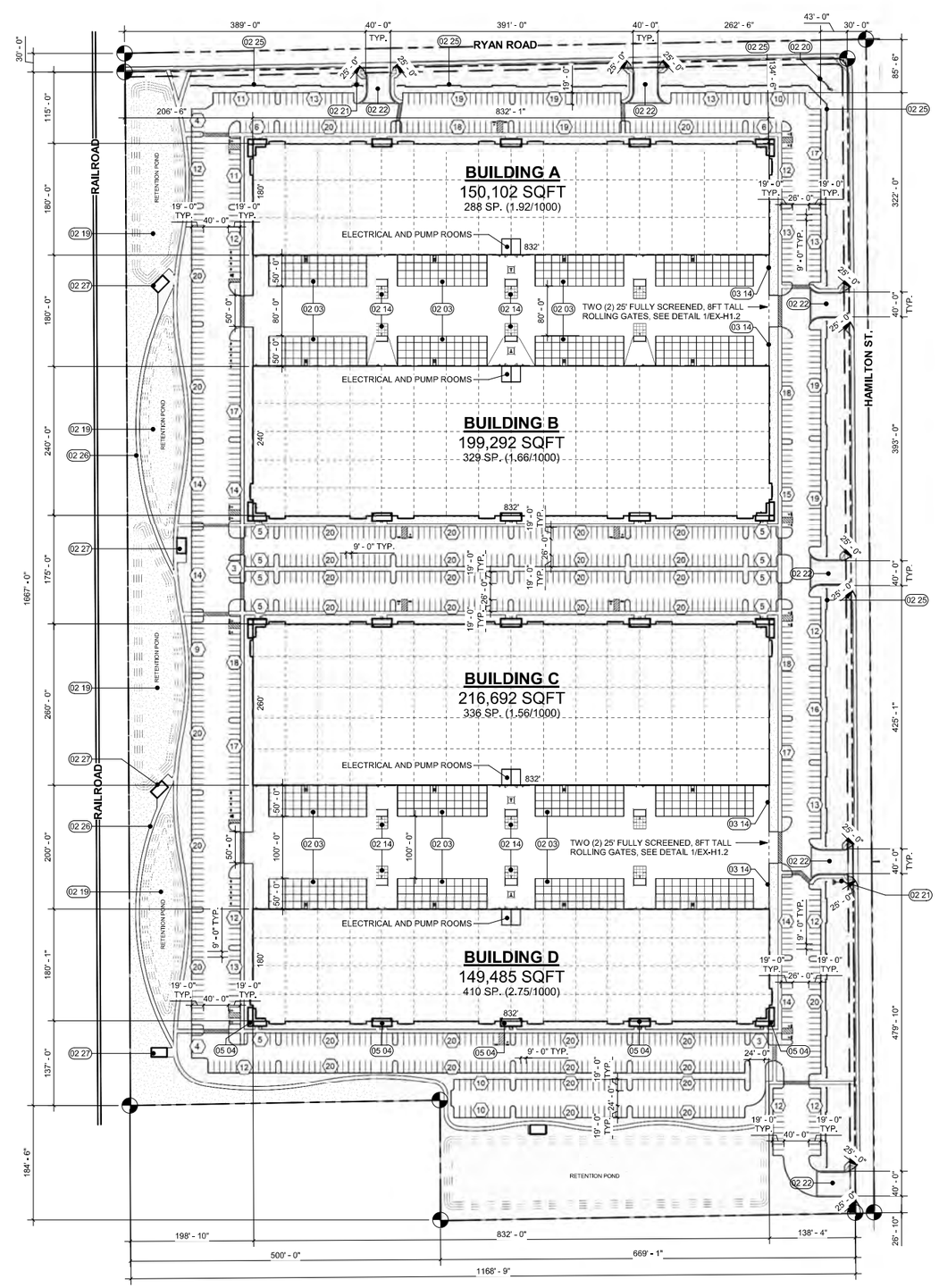
SCALE AS NOTED	PROJ. NO. ********
DRAWN JAB	CHECKED JCS

RYAN CC OVERALL SITE PLAN

EX-B2.0

12/12/2023 3:29:18 PM



1 EX-B2.1 OVERALL HAMILTON CC SITE PLAN

1" = 100'-0"

0 100 200 300

KEYNOTE LEGEND

02 03	LOADING DOCK CONCRETE SLAB. 7" THICK UNREINFORCED CONCRETE OVER 6 INCHES COMPACTED CRUSHED ROCK OVER COMPACTED SUBGRADE.
02 14	TRASH REFUSE LOCATION
02 19	RETENTION PONDS PER CIVIL
02 20	
02 21	FLAG SIGNAGE SEE SIGNAGE DETAILS
02 22	ENHANCED DRIVE ASILE ENTRANCE, SEE SITE DETAILS
02 25	STREET FRONT LOW SCREEN WALL, PER PLAN
02 26	EMPLOYEE AMENITY TRAIL
02 27	EMPLOYEE AMENITY AREA WITH CANOPY
03 14	CONCRETE TILT-UP DOCK SCREENING WALL PER ELEVATION
05 04	METAL TENANT ENTRY CANOPY PER PLAN AND ELEVATION

NOTE: ALL SIDEWALKS AROUND THE BUILDING SHOWN WITH A HATCH PATTERN ARE TO HAVE STAMPED / COLORED CONCRETE WITH PATTER AND COLOR AS NOTED BELOW:

1. STAMP PATTERN:
   BRICKFORM ASHLAR CUT SLATE - STANDARD ID #FM-3125
2. INTERGRAL COLOR ADDITIVE:
   BASF MASTERCOLOR (HAILSTORM GRAY)

Schnitzer PROPERTIES

VLMK ENGINEERING + DESIGN

SCHNITZER PROPERTIES: RYAN ROAD PLANNED AREA DEVELOPMENT

12/13/23

CONCEPTUAL AND SCHEMATIC DESIGNS, INCLUDING RENDERINGS ARE CREATED FOR THE SOLE PURPOSE OF DEVELOPING A DESIGN CONCEPT. THE INFORMATION DEPICTED IN THESE DRAWINGS ARE INCOMPLETE AND NOT INTENDED TO REPRESENT THE FULL SCOPE OF THE PROJECT DESIGN. THE USE OF THESE SCHEMATIC DESIGNS AND RENDERS FOR ANY PURPOSE OTHER THAN AS INTENDED BY THE ENGINEER IS PROHIBITED.

SCALE	PROJ. NO.
AS NOTED	*******
DRAWN	CHECKED
JAB	JCS

HAMILTON CC
OVERALL SITE
PLAN

EX-B2.1

12/12/2023 3:31:39 PM

TAB C



RYAN COMMERCE CENTER: NORTHEAST LOOKING SOUTHWEST

Schnitzer PROPERTIES

VLMK ENGINEERING + DESIGN

SCHNITZER PROPERTIES: RYAN ROAD PLANNED AREA DEVELOPMENT

12/13/23

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SCALE AS NOTED	PROJ. NO. ********
DRAWN JAB	CHECKED JCS

RYAN CC - PERSPECTIVE RENDER

EX-D1.0

12/12/2023 3:31:41 PM



RYAN COMMERCE CENTER: NORTHWEST LOOKING SOUTHEAST

Schnitzer PROPERTIES

VLMK ENGINEERING + DESIGN

SCHNITZER PROPERTIES: RYAN ROAD PLANNED AREA DEVELOPMENT

12/13/23

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SCALE AS NOTED	PROJ. NO. ********
DRAWN JAB	CHECKED JCS

RYAN CC - PERSPECTIVE RENDER

EX-D1.1

12/12/2023 3:31:43 PM



HAMILTON COMMERCE CENTER: AERIAL, NORTHEAST LOOKING SOUTHWEST

Schnitzer PROPERTIES

VLMK ENGINEERING + DESIGN

SCHNITZER PROPERTIES: RYAN ROAD PLANNED AREA DEVELOPMENT

12/13/23

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SCALE	PROJ. NO.
AS NOTED	********
DRAWN	CHECKED
JAB	JCS

HAMILTON CC - PERSPECTIVE RENDER

EX-D1.2

12/12/2023 3:39:45 PM



HAMILTON COMMERCE CENTER: NORTHEAST LOOKING SOUTHWEST

Schnitzer PROPERTIES

VLMK ENGINEERING + DESIGN

SCHNITZER PROPERTIES: RYAN ROAD PLANNED AREA DEVELOPMENT

12/13/23

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SCALE AS NOTED	PROJ. NO. ********
DRAWN JAB	CHECKED JCS

HAMILTON CC - PERSPECTIVE RENDER

EX-D1.3

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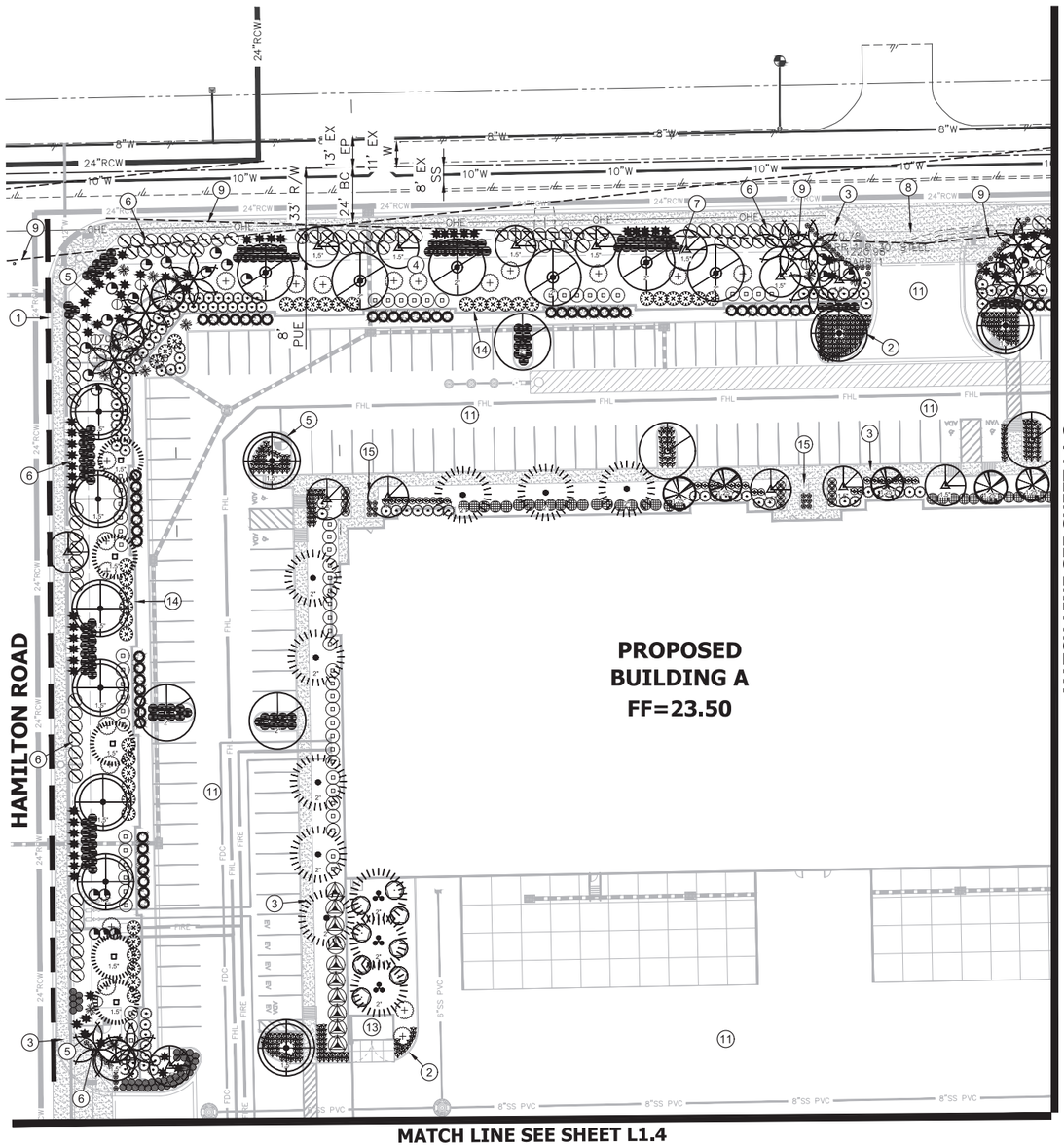
TAB D



PLANTING LEGEND

Trees	Caliper	Qty.
Acacia aneura Mulga	2"	21
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Eucalyptus microtheca Coolibah	2"	53
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Phoenix dactylifera Date Palm	24' Ht	38

Shrubs	Size	Qty.
Baccharis x 'Starn' Thompson	5 gal.	434
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Carissa macrocarpa 'Green Carpet' Natal Plum	1 gal.	107
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Wedelia trilobata Yellow Dot	1 gal.	433

Decomposed Granite
Color: Rock Pro's Apache Rose
Size: ½", screened
Thick: 2 inches

PERIMETER LANDSCAPE REQUIREMENTS

A LANDSCAPE STRIP A MIN 10' WIDE ALONG ALL SITE BOUNDARIES INCLUDES A MIN OF 1 TREE AND 6 SHRUBS PER 30 LF, PER SECTION 1903 (6)(B)(3). ZONING CODE.

RETENTION BASIN LANDSCAPE REQUIREMENTS

OPEN SPACE IN RETENTION BASIN INCLUDES 1 TREE PER 1,000 SF, PLUS 50% LIVE GROUND COVER: NOT INCLUDING TREE CANOPIES.

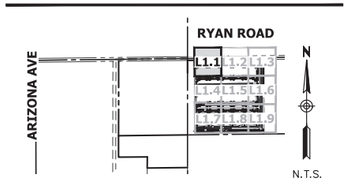
INDUSTRIAL LANDSCAPE REQUIREMENTS

PROVIDE 1 TREE AND 6 SHRUBS PER 1,000 SF OF INTERIOR SPACE AND 50% MIN VEGETATIVE SHRUB AND GROUNDCOVER PLANTS PER SEC 1903(6)(c)(3). ZONING CODE

KEY NOTES

1. LIMIT OF WORK
2. CONCRETE CURB-SEE CIVIL PLANS
3. CONCRETE SIDEWALK (SEE CIVIL PLANS)
4. DECOMPOSED GRANITE
5. FIRE HYDRANT
6. LIGHT POLE (SEE ELECTRICAL PLAN)
7. PUE
8. ROW
9. SIGHT LINE TRIANGLE (PER CITY STD'S)
10. RETENTION BASIN
11. PAVEMENT
12. RIP-RAP DRAINAGE
13. REFUSE ENCLOSURE
14. 3' HIGH CMU PARKING SCREEN WALL
15. BIKE RACK
16. 8' HIGH SCREEN WALL

KEY MAP



0 30 60 Feet

NO.	DATE	REVISION	BY

PURPOSE: 3RD PRE PLAT SUBMITTAL

DESIGN BY: ALH
DRAWN BY: PR
CHECKED BY: ALH

HUNTER ENGINEERING
CIVIL AND SURVEY
10450 NORTH 74TH STREET, SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO. 22396
AUDIE L. HENNINGTON
Date signed 12/12/23
ARIZONA U.S.A.

PLANTING PLAN

SCHNITZER COMMERCE PARKS PAD
SEC OF RYAN RD AND ARIZONA AVE
CHANDLER, ARIZONA

CONTACT ARIZONA 811 AT LEAST 2 FULL WORKING DAYS BEFORE YOU BEGIN EXCAVATION
ARIZONA811 BLUE STAKE, INC.
CALL 811 OR CLICK ARIZONA811.COM

THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

PROJECT NAME: COMMERCE CENTER

HE NO.: VLMK003
SCALE: 1"=30'

SHEET: L1.1

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SCHNITZER COMMERCE PARKS PAD

SEC OF RYAN RD AND ARIZONA AVE
CHANDLER, ARIZONA

CONCEPTUAL LANDSCAPE PLAN

CITY OF CHANDLER GENERAL NOTES FOR LANDSCAPING

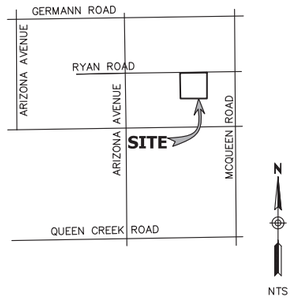
A. ALL SITE IMPROVEMENTS FOR LANDSCAPE AND SITE CLEANUP, MUST BE COMPLETED PRIOR TO CERTIFICATE OF OCCUPANCY FOR ANY BUILDING WITHIN A PHASE.
B. NO OBSTRUCTIONS TO VIEW SHALL BE ERECTED, CONSTRUCTED OR PARKED WITHIN THE SIGHT VISIBILITY AREA, ALL TREES WITHIN THE LINE OF SIGHT WILL MAINTAIN A CANOPY HEIGHT ABOVE 6' CURB ELEVATION, ALL SHRUBS IN THIS AREA MAY NOT REACH A MATURE HEIGHT OF OVER 24".
C. 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 20TH OF THE FOLLOWING CALENDAR YEAR.
D. TREES, SHRUBS, GROUNDCOVER 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.
E. ALL PLANT MATERIALS MUST BE MAINTAINED IN HEALTH AND VIGOR AND BE ALLOWED TO ATTAIN NATURAL SIZE AND SHAPE IN ACCORDANCE WITH THE ORIGINALLY APPROVED LANDSCAPE PLAN. SEE SECTION 1902 (6)(H).
F. PARKING LOT TREES MUST HAVE A MINIMUM CLEAR CANOPY DISTANCE OF 5', SEE SECTION 1903(6)(C)(4).
G. ALL LANDSCAPE AREAS SHALL BE GRADED SO THAT FINISH GRADE SURFACES OF ALL NON -LIVING MATERIALS (IE. DECOMPOSED GRANITE, CRUSHED ROCK, MULCH, ETC.) ARE ONE AND ONE HALF (1-1/2 INCHES BELOW CONCRETE OR OTHER PAVED SURFACES. SEE SECTION 1903(6)(C)(11) ZONING CODE.
H. TREES MUST BE PLACED A MINIMUM OF 5' 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(6)(J)(1), ZONING CODE.
I. ALL LANDSCAPING SHALL BE MAINTAINED BY THE LANDOWNER OR THE LESSOR IN COMPLIANCE WITH THE ZONING CODE. SEE SECTION 1903(6)(H), ZONING CODE.
J. THERE SHALL BE NO OBSTRUCTION OF THE 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.
K. ALL TRANSFORMER BOXES, METER PANELS AND ELECTRICAL 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.
L. ALL WALLS IN EXCESS OF 7' IN HEIGHT, SITE LIGHTING, SIGNAGE, RAMADAS AND SHADE STRUCTURES REQUIRE SEPARATE SUBMITTAL AND PERMITS.

LANDSCAPE CALCULATIONS

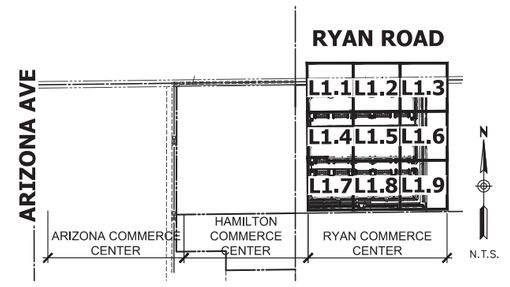
LANDSCAPE DATA: (See Section 1303(6), 1903.1Zoning Code)	SQ. FT	ACRE	% COVER	NOTES
SITE AREA (NET)	1,627,533	37.36		
BUILDING AREA	602,735		37.03%	*% of total site area (15%*
LANDSCAPE AREA	269,853		16.58%	*% of total site area (10%*
TOTAL PARKING AREA	546,350			*% of total site area (10%*
INTERIOR OPEN SPACE	170,000			
PARKING ISLANDS	44			
HAMILTON ROAD	1,155			*Not including driveways*
RYAN ROAD	1,170			*Not including driveways*
UN-NAMED STREET	1,240			*Not including driveways*
EAST PROPERTY BUFFER (Industrial)	533			*Not including driveways*
EAST PROPERTY BUFFER (Residential)	670			*Not including driveways*
LIVE VEGETATIVE COVERAGE OF TREES, SHRUBS, ACCENT PLANTS AND GROUND COVER PLANTS.	134,927		50%	Min. 50% of total landscape area shall consist of live vegetation,
17.5' dia. tree cover, each	240			Ave. est. of all tree species
6.5' dia, shrub cover, each	33			Ave. est. of all shrub
4.5' dia, accent cover, each	16			Ave. est. of all accent
3.5' dia. ground cover, each	10			Ave. est. of all ground
5' tall min Palm ht. (root ball to bottom of Palm fronds)	78			Ave. est. of Palm species

PLANTS	MIN. PLANT SIZES	VEGETATIVE COVER REQ'D	PLANTS REQUIRED	PLANTS REQ'D (ROUND UP)	PLANTS PROVIDED
Industrial Interior Open Space (170,000 sf) 1 tree & 6 shurbs per 1,000 sf of interior open space and 50% min vegetative shrub and groundcover plants. Per Sec 1903 (6)(3), zoning code					
36"/48"Box Date Palms	48" Box /Palms	0	0	0	0
24" Box, 50% required	24" Box	40,800	170	170	180
5 Gal shrubs	100% min.	33,660	1,020.00	1,020	1,900
Hamilton Road Frontage Landscape (non-arterial) 1,155 LF/ 1 tree/30 lf					
36"/48"Box Date Palms	48" Box /Palms	0	0.00	0	18
24" Box, 50% required	24" Box	9,240	38.50	39	44
Ryan Road Frontage Landscape (non-arterial) 1,170 LF/ 1 tree/30 lf					
36"/48"Box Date Palms	48" Box /Palms	0	0.00	0	18
24" Box, 50% required	24" Box	9,360	39.00	39	46
Un-Named Street Frontage Landscape (non-arterial) 1,240LF/ 1 tree/30 lf					
36"/48"Box Date Palms	48" Box /Palms	0	0.00	0	8
24" Box, 50% required	24" Box	9,920	41.33	42	44
Industrial Buffer along East Property line 533 LF/1 non-deciduous trees and 6 shrubs/30 lf SEC. 1902 (4) (a)2), ZONING CODE					
36"/48"Box Date Palms	48" Box /Palms	0	0.00	0	0
24" Box, 50% required	24" Box	2,132	8.88	9	22
15 Gal, 50% required	15 Gal	2,132	8.88	9	22
5 Gal shrubs	5 Gal	2,345	71.07	72	168
Residential Buffer along East Property line 670 LF/1 non-deciduous trees and 4 shrubs/20 lf SEC. 1903 (6) (c), 6 Zoning Code					
36"/48"Box Date Palms	48" Box /Palms	0	0.00	0	0
24" Box, 50% required	24" Box	4,020	16.75	17	22
15 Gal, 50% required	15 Gal	4,020	16.75	17	22
5 Gal shrubs	5 Gal	3,518	106.60	107	168
Parking lot island landscape 1 tree and 5 shrubs per each 169 15' parking island; 10% -36" Box trees, 90%- 24% Box trees					
36"/48"Box Date Palms	48" Box /Palms	0	0.00	0	0
24" Box, 50% required	24" Box	5,280	22.00	22	22
15 Gal, 50% required	15 Gal	5,280	22.00	22	22
5 Gal shrubs	5 Gal	7,260	220.00	220	352
TOTAL PLANTS					
36"/48"Box Date Palms	48" Box/ Palms	0	0.00	0	44
24" Box, 50% required	24" Box	76,732	319.72	320	358
15 Gal, 50% required	15 Gal	7,412	30.88	31	44
Total shrubs	5 Gal	43,265	1,311.07	1,312	2,420

VICINITY MAP



KEY MAP



NOTE: LANDSCAPE CONCEPT SHOWN FOR RYAN COMMERCE CENTER ONLY. CIVIL ENGINEER IS SUBMITTING BOTH RYAN AND HAMILTON COMERCE CENTERS AS REQUIRED BY CITY OF CHANDLER

EXISTING LEGEND

- CENTERLINE
- RIGHT OF WAY
- PROPERTY LINE
- EASEMENT
- MAJOR CONTOUR 1285
- MINOR CONTOUR 1283
- SANITARY SEWERLINE -SS-
- WATERLINE -W-
- CHAIN LINK FENCE
- STREET LIGHT
- SANITARY SEWER MANHOLE
- WATER VALVE
- FIRE HYDRANT
- SPOT ELEVATION 1284.92 EG
- ELECTRICAL RISER
- WATER METER
- EX FLOW ARROW

PROJECT TEAM

DICIPLINE	CONTACT INFORMATION
OWNER/ DEVELOPER	**SCHNITZER PROPERTIES** 1121 SW SALMON ST PORTLAND, OREGON 97205 PHONE:(503) 973-0202 CONTACT: ROBERT STRYS EMAIL: ROBERTS@SCHNITZERPROPERTIES.COM
LANDSCAPE ARCHITECT	**HUNTER ENGINEERING, INC.** 10450 NORTH 74TH STREET, #200 SCOTTSDALE, ARIZONA 85258 PHONE: (480) 991-3985 CONTACT: AUDIE HENNINGTON EMAIL:AHENNINGTON@HUNTERENGINEERINGPC.COM
CIVIL ENGINEER	**HUNTER ENGINEERING, INC.** 10450 NORTH 74TH STREET, #200 SCOTTSDALE, ARIZONA 85258 PHONE: (480)991-3985 CONTACT: JEFF HUNTER EMAIL: JHUNTER@HUNTERENGINEERINGPC.COM
ARCHITECT	**VLMK ENGINEERING + DESIGN** 3933 S. KELLY AVENUE PORTLAND, OREGON 97239 PHONE:(971) 254-8298 CONTACT: JERICHO BANKSTON EMAIL: JERICHOB@VLMK.COM

NOTE:

SHEET #	SHEET	DESCRIPTION
1	L0.1	COVER SHEET
2	L1.1	PLANTING PLAN
3	L1.2	PLANTING PLAN
4	L1.3	PLANTING PLAN
5	L1.4	PLANTING PLAN
6	L1.5	PLANTING PLAN
7	L1.6	PLANTING PLAN
8	L1.7	PLANTING PLAN
9	L1.8	PLANTING PLAN
10	L1.9	PLANTING PLAN

PROPOSED LEGEND

- CONTOUR 82
- SEWERLINE
- WATERLINE
- FIRELINE
- GRADE BREAK
- STORM PIPE
- FLOW ARROW
- FIRE HYDRANT
- TAPPING SLEEVE
- DRYWELL
- SPOT ELEVATION 99.10P
- CATCH BASIN
- WATER METER
- BACKFLOW PREVENTER
- RIPRAP

NO.	DATE	REVISION	BY

PURPOSE: 3RD PRE PLAT SUBMITTAL

DESIGN BY: ALH
DRAWN BY: PR
CHECKED BY: ALH

HUNTER ENGINEERING — CIVIL AND SURVEY
10450 NORTH 74TH STREET, SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

REGISTERED LANDSCAPE ARCHITECT — CERTIFICATE NO. 22396 — AUDIE L. HENNINGTON — Date Signed 12/12/23 — ARIZONA, U.S.A.

COVER SHEET

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SEC OF RYAN RD AND ARIZONA AVE
CHANDLER, ARIZONA

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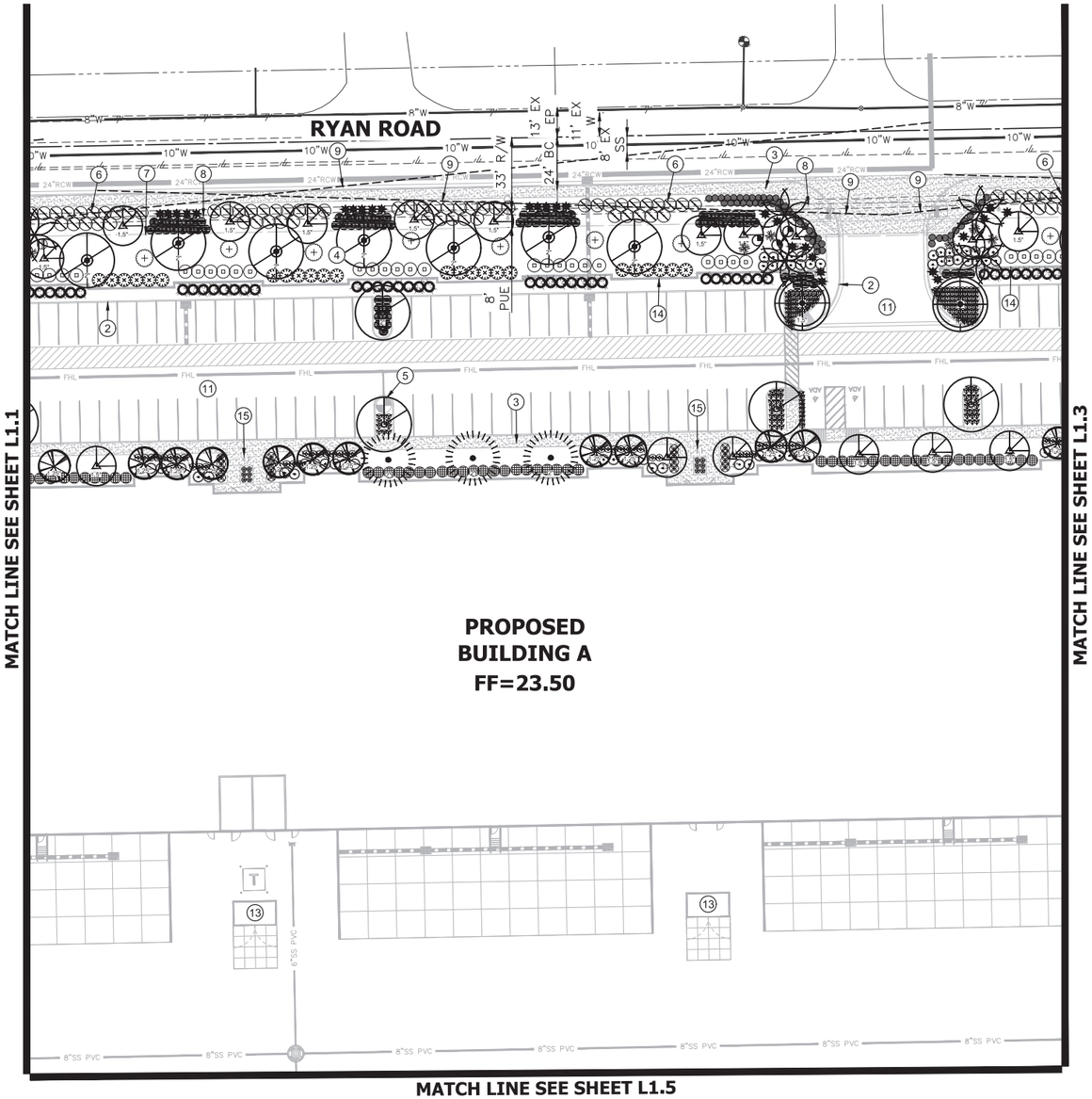
PROJECT NAME: COMMERCE CENTER

HE NO.: VLMK003
SCALE: N.T.S.

SHEET: **L0.1**

G:\VLMK003\Planning_Landscape\LANDSCAPE\CONCEPTYL\03L5-CONCOV.dwg 12/12/2023 audie hennington



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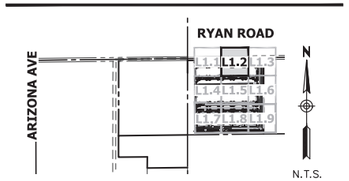
PROVIDE 1 TREE AND 6 SHRUBS PER 1,000 SF OF INTERIOR SPACE AND 50% MIN VEGETATIVE SHRUB AND GROUNDCOVER PLANTS PER SEC 1903(6)(c)(3). ZONING CODE

KEY NOTES

1. LIMIT OF WORK
2. CONCRETE CURB-SEE CIVIL PLANS
3. CONCRETE SIDEWALK (SEE CIVIL PLANS)
4. DECOMPOSED GRANITE
5. FIRE HYDRANT
6. LIGHT POLE (SEE ELECTRICAL PLAN)
7. PUE
8. ROW
9. SIGHT LINE TRIANGLE (PER CITY STD'S)
10. RETENTION BASIN
11. PAVEMENT
12. RIP-RAP DRAINAGE
13. REFUSE ENCLOSURE
14. 3' HIGH CMU PARKING SCREEN WALL
15. BIKE RACK
16. 8' HIGH SCREEN WALL

KEY MAP



0 30 60 Feet

NO.	DATE	REVISION	BY

PURPOSE: 3RD PRE PLAT SUBMITTAL

DESIGN BY: ALH
DRAWN BY: PR
CHECKED BY: ALH

HUNTER ENGINEERING
CIVIL AND SURVEY
10450 NORTH 74TH STREET, SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO. 22396
AUDIE L. HENNINGTON
Date signed 12/12/23
ARIZONA U.S.A.

PLANTING PLAN
SCHNITZER COMMERCE PARKS PAD
SEC OF RYAN RD AND ARIZONA AVE
CHANDLER, ARIZONA

CONTACT ARIZONA 811 AT LEAST 2 FULL WORKING DAYS BEFORE YOU BEGIN EXCAVATION
ARIZONA811 BLUE STAKE, INC.
CALL 811 OR CLICK ARIZONA811.COM

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PROJECT NAME: COMMERCE CENTER

HE NO.: VLMK003
SCALE: 1"=30'

SHEET: L1.2

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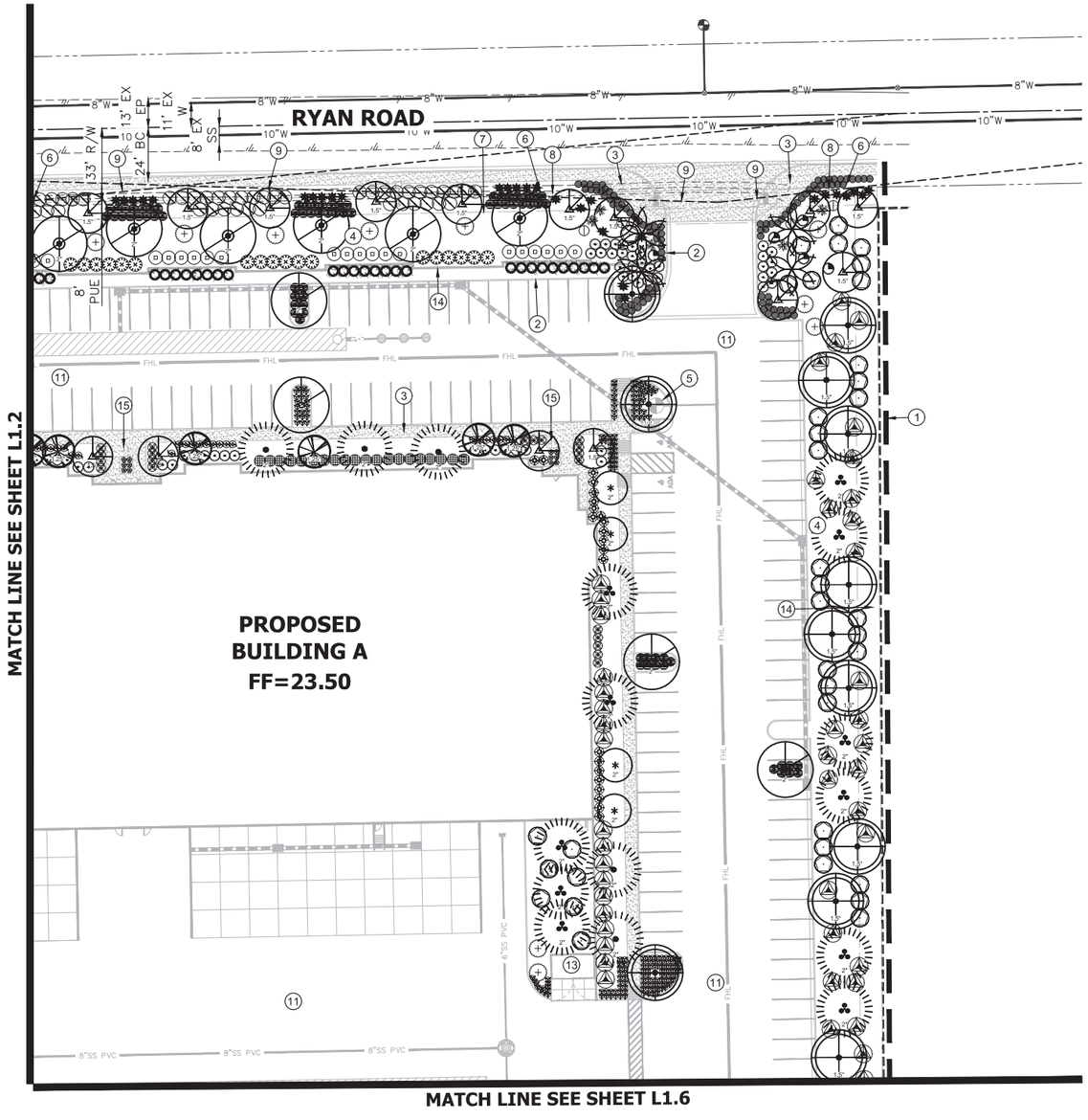

PLANTING LEGEND

Trees	Caliper	Qty.
Acacia aneura Mulga	2"	21
Caesalpinia cacalaco 'Smoothie' Cascalote	1.5"	114
Dalbergia sissoo Sissoo	1.5"	67
Ebenopsis ebano Texas Ebony	1.5"	26
Eucalyptus microtheca Coolibah	2"	53
Fraxinus velutina 'Rio Grande' Ash	2"	0
Parkinsonia x 'desert museum' Desert Museum Palo Verde	1.5"	0
Pinus halepensis Aleppo Pine	2"	61
Pistacia x 'red push' Red Push Pistache	2"	19
Populus freemontii Cottonwood	2"	0
Prosopis glandulosa 'Torreyana' Mesquite	1.5"	0
Sophora secundiflora Texas Mountain Laurel	1.25"	90
Quercus virginiana 'Heritage' Heritage Live Oak	1.5"	12
Ulmus parvifolia 'True Green' Evergreen Elm	2"	45
Phoenix dactylifera Date Palm	24' Ht	38

Shrubs	Size	Qty.
Baccharis x 'Starn' Thompson	5 gal.	434
Bougainvillea 'Barbara Karst' 'Barbara Karst'	5 gal.	160
Caesalpinia pulcherrima Red Bird of Paradise	5 gal.	127
Calliandra eriophylla Pink Fairy Duster	5 gal.	46
Callistemon citrinus 'Little John' Bush Bottlebrush	5 gal.	0
Dodonaea viscosa Hop Bush	5 gal.	188
Encelia farinosa Brittlebush	5 gal.	0
Eremophila glabra Winter Blaze	5 gal.	207
Eremophila hygrophana 'Blue Bells' Blue Bells	5 gal.	66
Feijoa sellowianna Pineapple Guava	5 gal.	207
Leucophyllum candidum Thunder Cloud	5 gal.	0
Rosmarinus officinalis 'Tuscan Blue' Tuscan Blue Rosemary	5 gal.	656
Ruellia peninsularis Baja Ruellia	5 gal.	79
Tecoma stans Yellow Bells	5 gal.	308

Accents	Size	Qty.
Aloe barbadensis Medicinal Aloe	5 gal.	262
Bouteloua gracilis Blue Grama	1 gal.	1772
Echinocactus grusonii Golden Barrel Cactus	5 gal.	247
Muhlenbergia rigens Deer Grass	5 gal.	300
Pennisetum setaceum 'Rubrum' Purple Fountain Grass	1 gal.	422
Phoenix roebelenii Pygmy Date Palm	5 gal.	0
Yucca rigida Blue Yucca	5 gal.	51

Ground Covers	Size	Qty.
Acacia redolens 'Desert Carpet' Prostrate Acacia	1 gal.	0
Carissa macrocarpa 'Green Carpet' Natal Plum	1 gal.	107
Lantana camera 'New Gold' New Gold Lantana	1 gal.	215
Wedelia trilobata Yellow Dot	1 gal.	433

Decomposed Granite
Color: Rock Pro's Apache Rose
Size: ½", screened
Thick: 2 inches

PERIMETER LANDSCAPE REQUIREMENTS

A LANDSCAPE STRIP A MIN 10' WIDE ALONG ALL SITE BOUNDARIES INCLUDES A MIN OF 1 TREE AND 6 SHRUBS PER 30 LF, PER SECTION 1903 (6)(B)(3). ZONING CODE.

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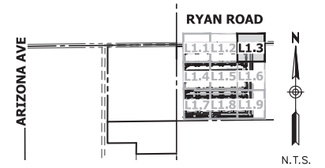

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DESIGN BY: ALH
DRAWN BY: PR
CHECKED BY: ALH

HUNTER ENGINEERING
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10450 NORTH 74TH STREET, SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
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PROJECT NAME: COMMERCE CENTER

HE NO.: VLMK003
SCALE: 1"=30'

SHEET: L1.3

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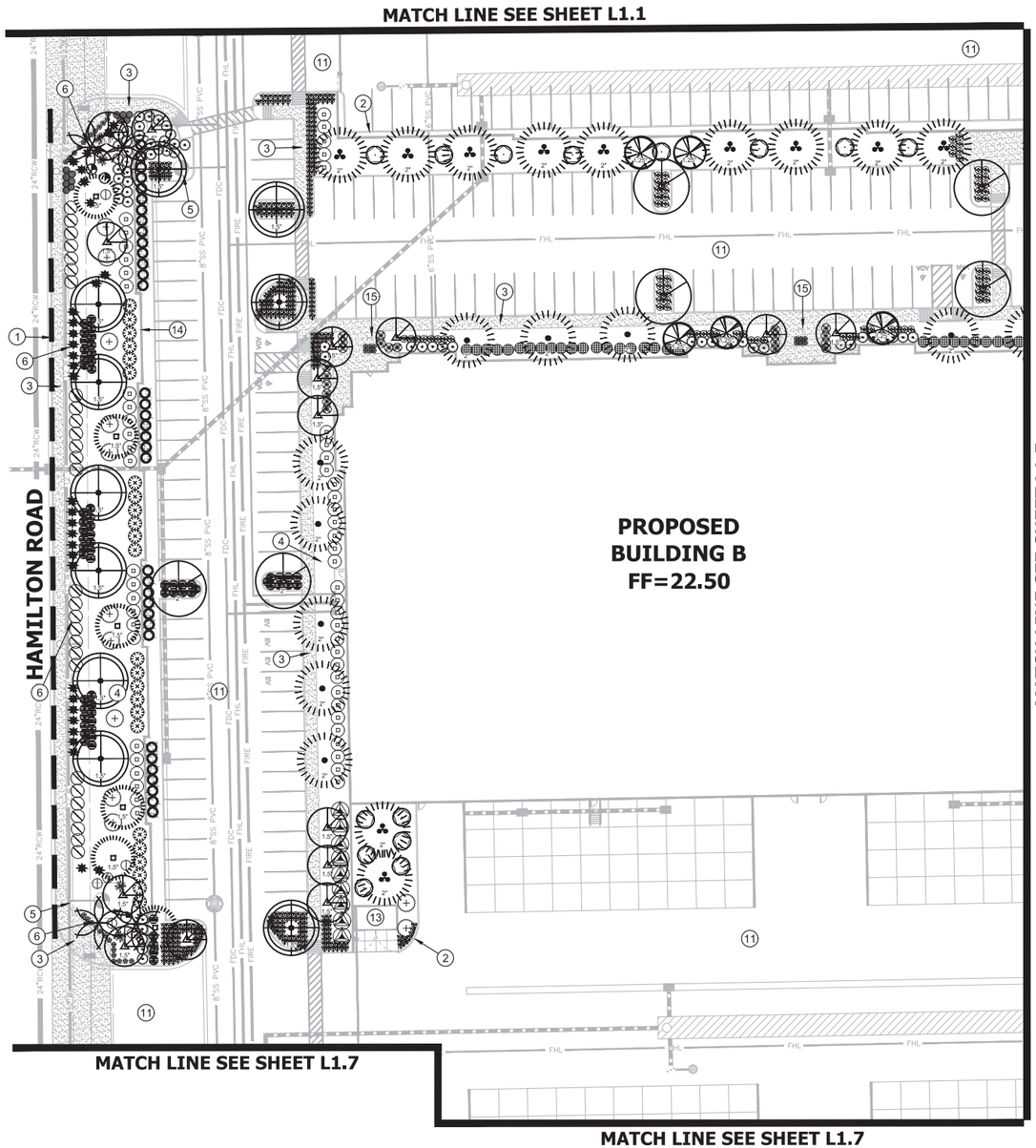

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Eucalyptus microtheca Coolibah	2"	53
Fraxinus velutina 'Rio Grande' Ash	2"	0
Parkinsonia x 'desert museum' Desert Museum Palo Verde	1.5"	0
Pinus halepensis Aleppo Pine	2"	61
Pistacia x 'red push' Red Push Pistache	2"	19
Populus freemontii Cottonwood	2"	0
Prosopis glandulosa 'Torreyana' Mesquite	1.5"	0
Sophora secundiflora Texas Mountain Laurel	1.25"	90
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Callistemon citrinus 'Little John' Bush Bottlebrush	5 gal.	0
Dodonaea viscosa Hop Bush	5 gal.	188
Encelia farinosa Brittlebush	5 gal.	0
Eremophila glabra Winter Blaze	5 gal.	207
Eremophila hygrophana 'Blue Bells' Blue Bells	5 gal.	66
Feijoa sellowianna Pineapple Guava	5 gal.	207
Leucophyllum candidum Thunder Cloud	5 gal.	0
Rosmarinus officinalis 'Tuscan Blue' Tuscan Blue Rosemary	5 gal.	656
Ruellia peninsularis Baja Ruellia	5 gal.	79
Tecoma stans Yellow Bells	5 gal.	308
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Yucca rigida Blue Yucca	5 gal.	51
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Decomposed Granite
Color: Rock Pro's Apache Rose
Size: ½", screened
Thick: 2 inches

PERIMETER LANDSCAPE REQUIREMENTS

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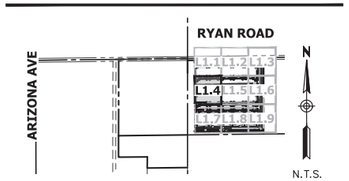

0 30 60 Feet

NO.	DATE	REVISION	BY

PURPOSE: 3RD PRE PLAT SUBMITTAL

DESIGN BY: ALH
DRAWN BY: PR
CHECKED BY: ALH

HUNTER ENGINEERING
CIVIL AND SURVEY
10450 NORTH 74TH STREET, SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO. 22396
AUDIE L. HENNINGTON
Date signed 12/12/23
ARIZONA U.S.A.

PLANTING PLAN

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PROJECT NAME: COMMERCE CENTER

HE NO.: VLMK003
SCALE: 1"=30'

SHEET: L1.4

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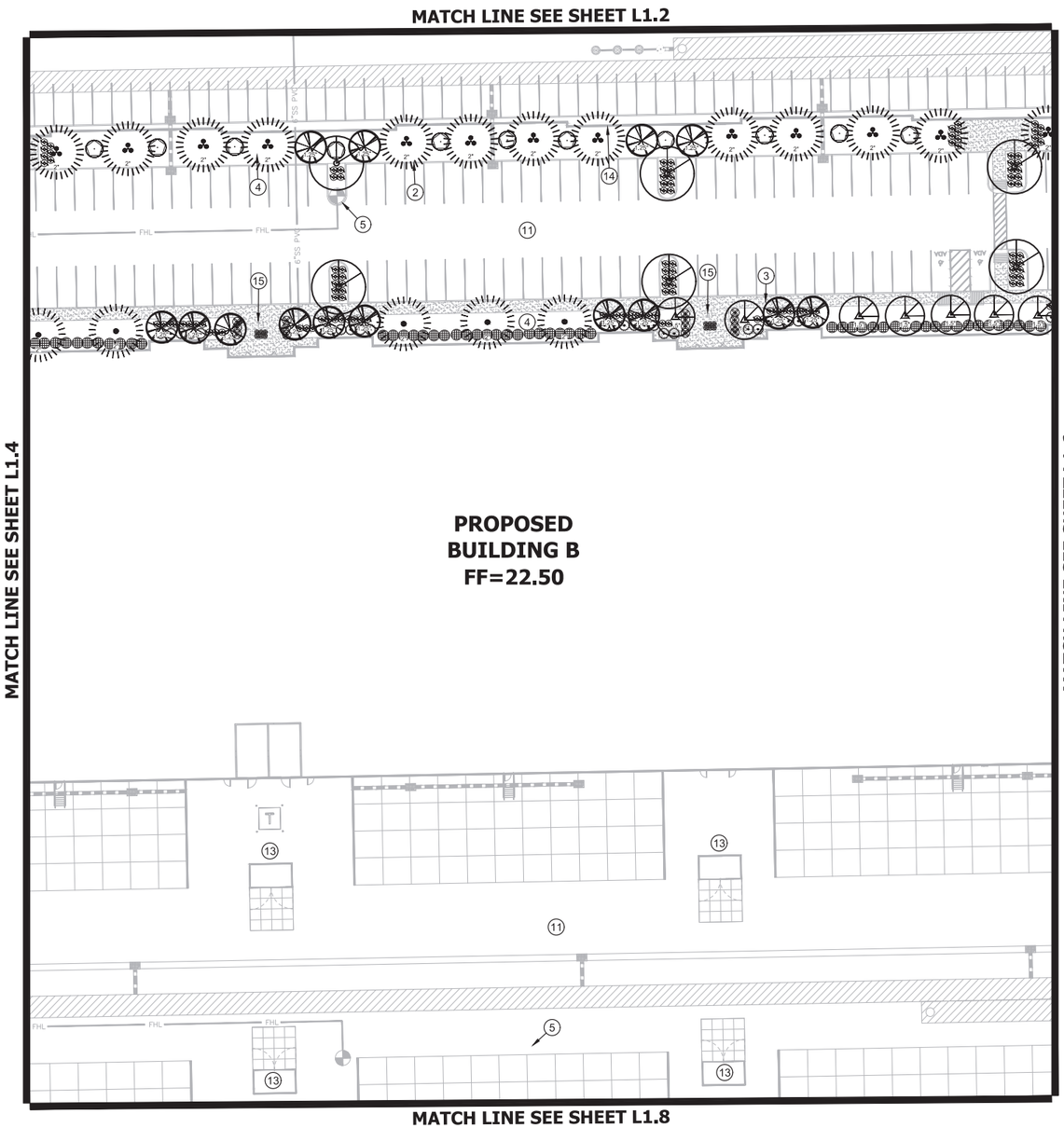

PLANTING LEGEND

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Parkinsonia x 'desert museum' Desert Museum Palo Verde	1.5"	0
Pinus halepensis Aleppo Pine	2"	61
Pistacia x 'red push' Red Push Pistache	2"	19
Populus freemontii Cottonwood	2"	0
Prosopis glandulosa 'Torreyana' Mesquite	1.5"	0
Sophora secundiflora Texas Mountain Laurel	1.25"	90
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Encelia farinosa Brittlebush	5 gal.	0
Eremophila glabra Winter Blaze	5 gal.	207
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Rosmarinus officinalis 'Tuscan Blue' Tuscan Blue Rosemary	5 gal.	656
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Bouteloua gracilis Blue Grama	1 gal.	1772
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Yucca rigida Blue Yucca	5 gal.	51
Ground Covers	**Size**	**Qty.**
Acacia redolens 'Desert Carpet' Prostrate Acacia	1 gal.	0
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Lantana camera 'New Gold' New Gold Lantana	1 gal.	215
Wedelia trilobata Yellow Dot	1 gal.	433

Decomposed Granite
Color: Rock Pro's Apache Rose
Size: ½", screened
Thick: 2 inches

PERIMETER LANDSCAPE REQUIREMENTS

A LANDSCAPE STRIP A MIN 10' WIDE ALONG ALL SITE BOUNDARIES INCLUDES A MIN OF 1 TREE AND 6 SHRUBS PER 30 LF, PER SECTION 1903 (6)(B)(3). ZONING CODE.

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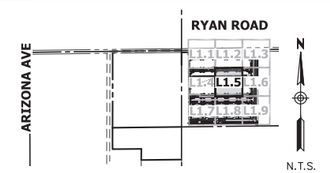

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SCALE: 1"=30'

SHEET: L1.5

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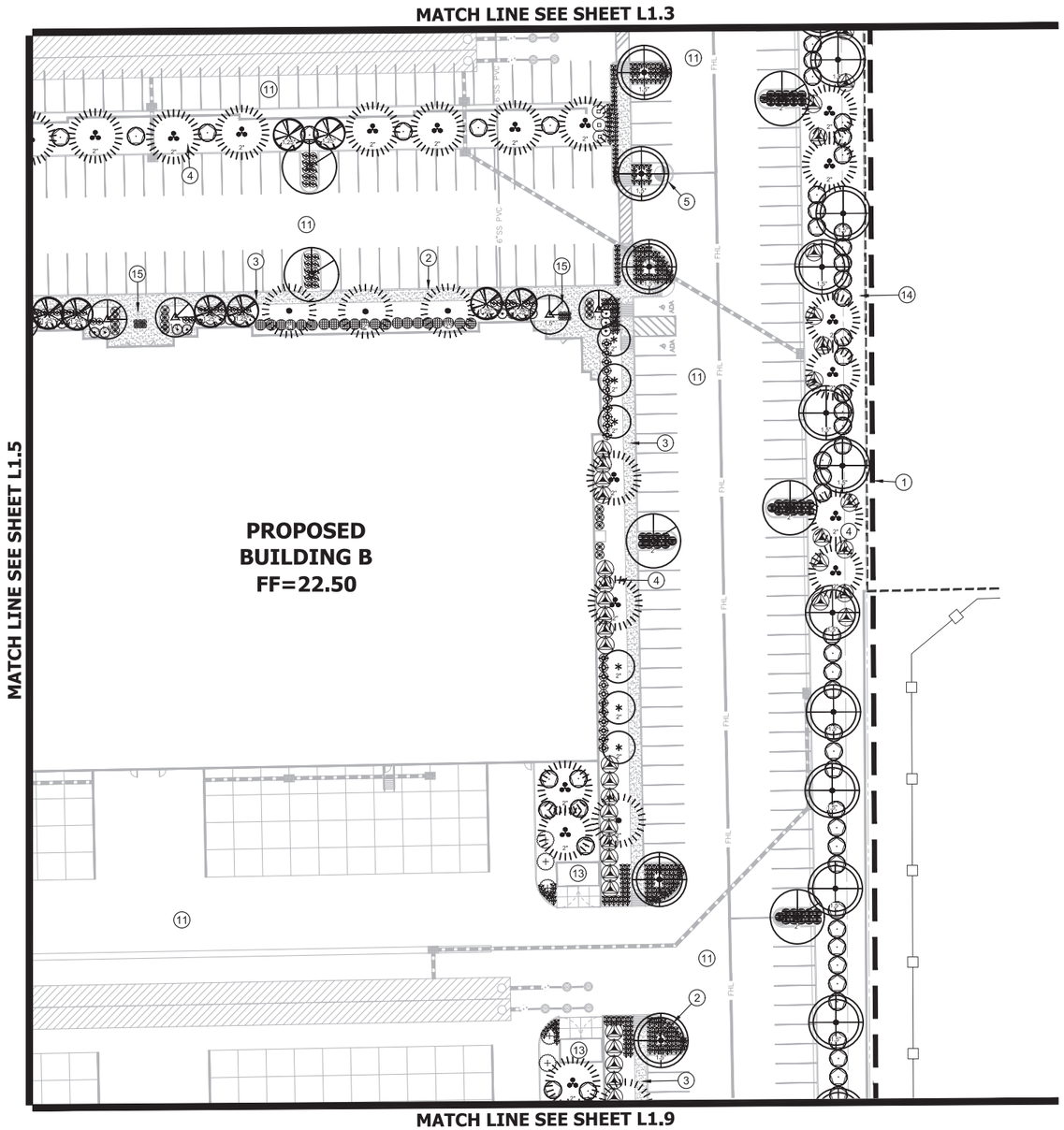

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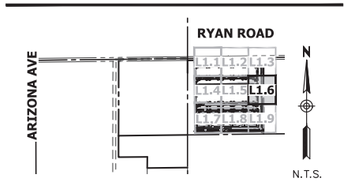
16. 8' HIGH SCREEN WALL

KEY MAP



NO.	DATE	REVISION	BY

PURPOSE: 3RD PRE PLAT SUBMITTAL

DESIGN BY: ALH
DRAWN BY: PR
CHECKED BY: ALH

HUNTER ENGINEERING
CIVIL AND SURVEY
10450 NORTH 74TH STREET, SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO. 22396
AUDIE L. HENNINGTON
Date signed 12/19/23
ARIZONA, U.S.A.

PLANTING PLAN

SCHNITZER COMMERCE PARKS PAD
SEC OF RYAN RD AND ARIZONA AVE
CHANDLER, ARIZONA

CONTACT ARIZONA 811 AT LEAST 2 FULL WORKING DAYS BEFORE YOU BEGIN EXCAVATION
AR ZONA811 BLUE STAKE, INC.
CALL 811 OR CLICK ARIZONA811.COM

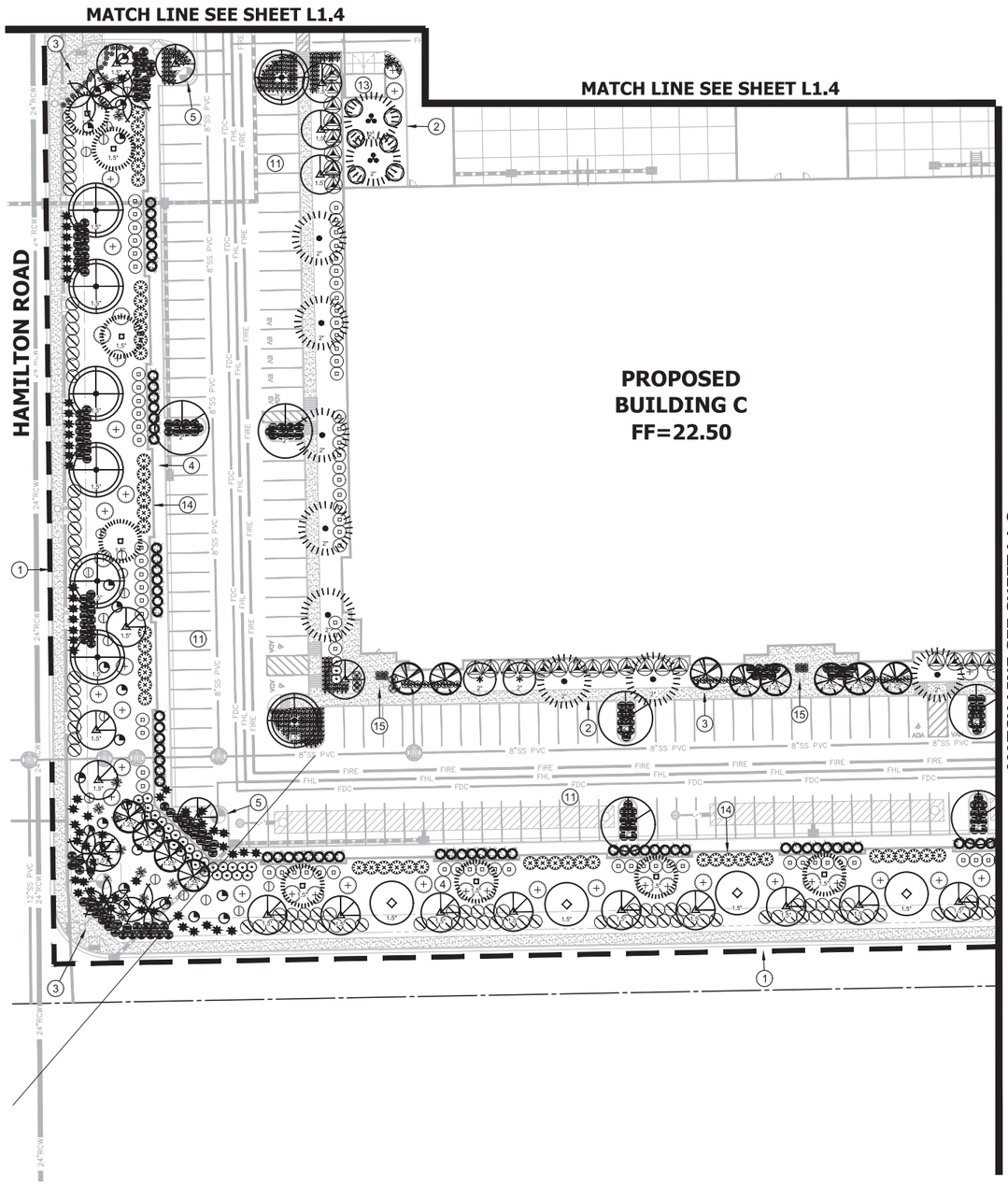
THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

PROJECT NAME: COMMERCE CENTER

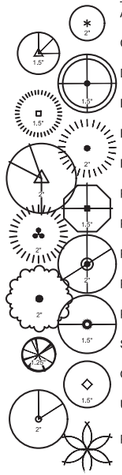
HE NO.: VLMK003
SCALE: 1"=30'

SHEET: L1.6

G:\VLMK003\Planning_Landscape\LANDSCAPE\CONCEPTUAL\SLS-CONSHEET.dwg 12/12/2023 audie.hennington



PLANTING LEGEND



Trees	Caliper	Qty.
Acacia aneura Mulga	2"	21
Caesalpinia cacalaco 'Smoothie' Cascalote	1.5"	114
Dalbergia sissoo Sissoo	1.5"	67
Ebenopsis ebano Texas Ebony	1.5"	26
Eucalyptus microtheca Coolibah	2"	53
Fraxinus velutina 'Rio Grande' Ash	2"	0
Parkinsonia x 'desert museum' Desert Museum Palo Verde	1.5"	0
Pinus halepensis Aleppo Pine	2"	61
Pistacia x 'red push' Red Push Pistache	2"	19
Populus freemontii Cottonwood	2"	0
Prosopis glandulosa 'Torreyana' Mesquite	1.5"	0
Sophora secundiflora Texas Mountain Laurel	1.25"	90
Quercus virginiana 'Heritage' Heritage Live Oak	1.5"	12
Ulmus parvifolia 'True Green' Evergreen Elm	2"	45
Phoenix dactylifera Date Palm	24' Ht	38

Shrubs	Size	Qty.
Baccharis x 'Starn' Thompson	5 gal.	434
Bougainvillea 'Barbara Karst' 'Barbara Karst'	5 gal.	160
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Callistemon citrinus 'Little John' Bush Bottlebrush	5 gal.	0
Dodonaea viscosa Hop Bush	5 gal.	188
Encelia farinosa Brittlebush	5 gal.	0
Eremophila glabra Winter Blaze	5 gal.	207
Eremophila hygrophana 'Blue Bells' Blue Bells	5 gal.	66
Feijoa sellowianna Pineapple Guava	5 gal.	207
Leucophyllum candidum Thunder Cloud	5 gal.	0
Rosmarinus officinalis 'Tuscan Blue' Tuscan Blue Rosemary	5 gal.	656
Ruellia peninsularis Baja Ruellia	5 gal.	79
Tecoma stans Yellow Bells	5 gal.	308
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Bouteloua gracilis Blue Grama	1 gal.	1772
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Lantana camera 'New Gold' New Gold Lantana	1 gal.	215
Wedelia trilobata Yellow Dot	1 gal.	433

Decomposed Granite
Color: Rock Pro's Apache Rose
Size: ½", screened
Thick: 2 inches

PERIMETER LANDSCAPE REQUIREMENTS

A LANDSCAPE STRIP A MIN 10' WIDE ALONG ALL SITE BOUNDARIES INCLUDES A MIN OF 1 TREE AND 6 SHRUBS PER 30 LF, PER SECTION 1903 (6)(B)(3). ZONING CODE.

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KEY NOTES

1. LIMIT OF WORK
2. CONCRETE CURB-SEE CIVIL PLANS
3. CONCRETE SIDEWALK (SEE CIVIL PLANS)
4. DECOMPOSED GRANITE
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6. LIGHT POLE (SEE ELECTRICAL PLAN)
7. PUE
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13. REFUSE ENCLOSURE
14. 3' HIGH CMU PARKING SCREEN WALL
15. BIKE RACK
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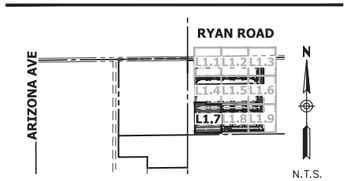
KEY MAP



0 30 60 Feet

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Date signed 12/12/23
ARIZONA U.S.A.

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PURPOSE: 3RD PRE PLAT SUBMITTAL

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CHECKED BY: ALH

PLANTING PLAN

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PROJECT NAME: COMMERCE CENTER

HE NO.: VLMK003
SCALE: 1"=30'

SHEET: L1.7

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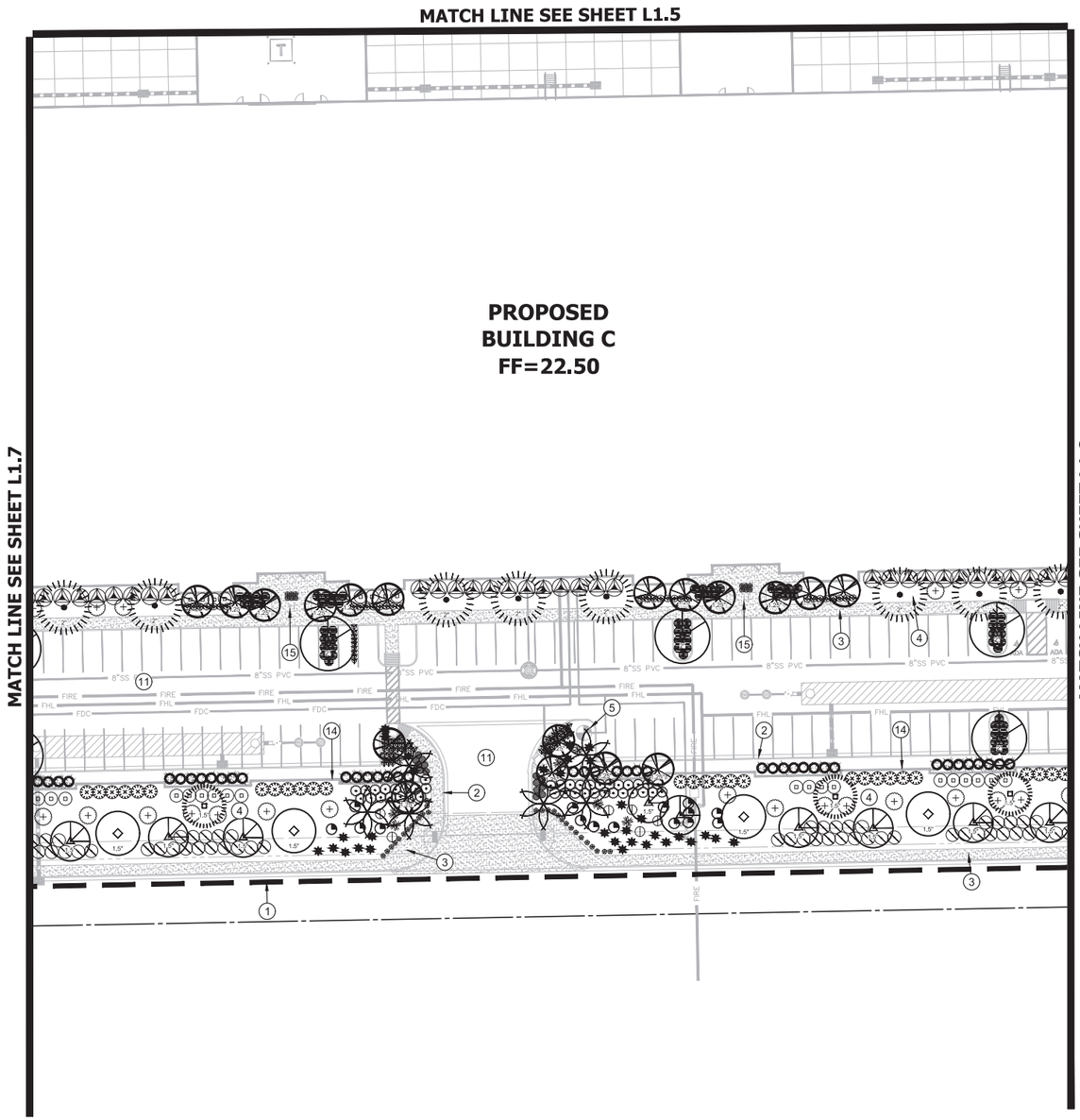

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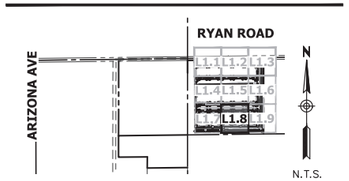

0 30 60 Feet

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PURPOSE: 3RD PRE PLAT SUBMITTAL

DESIGN BY: ALH
DRAWN BY: PR
CHECKED BY: ALH

HUNTER ENGINEERING
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10450 NORTH 74TH STREET, SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
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CERTIFICATE NO. 22396
AUDIE L. HENNINGTON
Date Signed 12/12/23
ARIZONA, U.S.A.

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PROJECT NAME: COMMERCE CENTER

HE NO.: VLMK003
SCALE: 1"=30'

SHEET: L1.8

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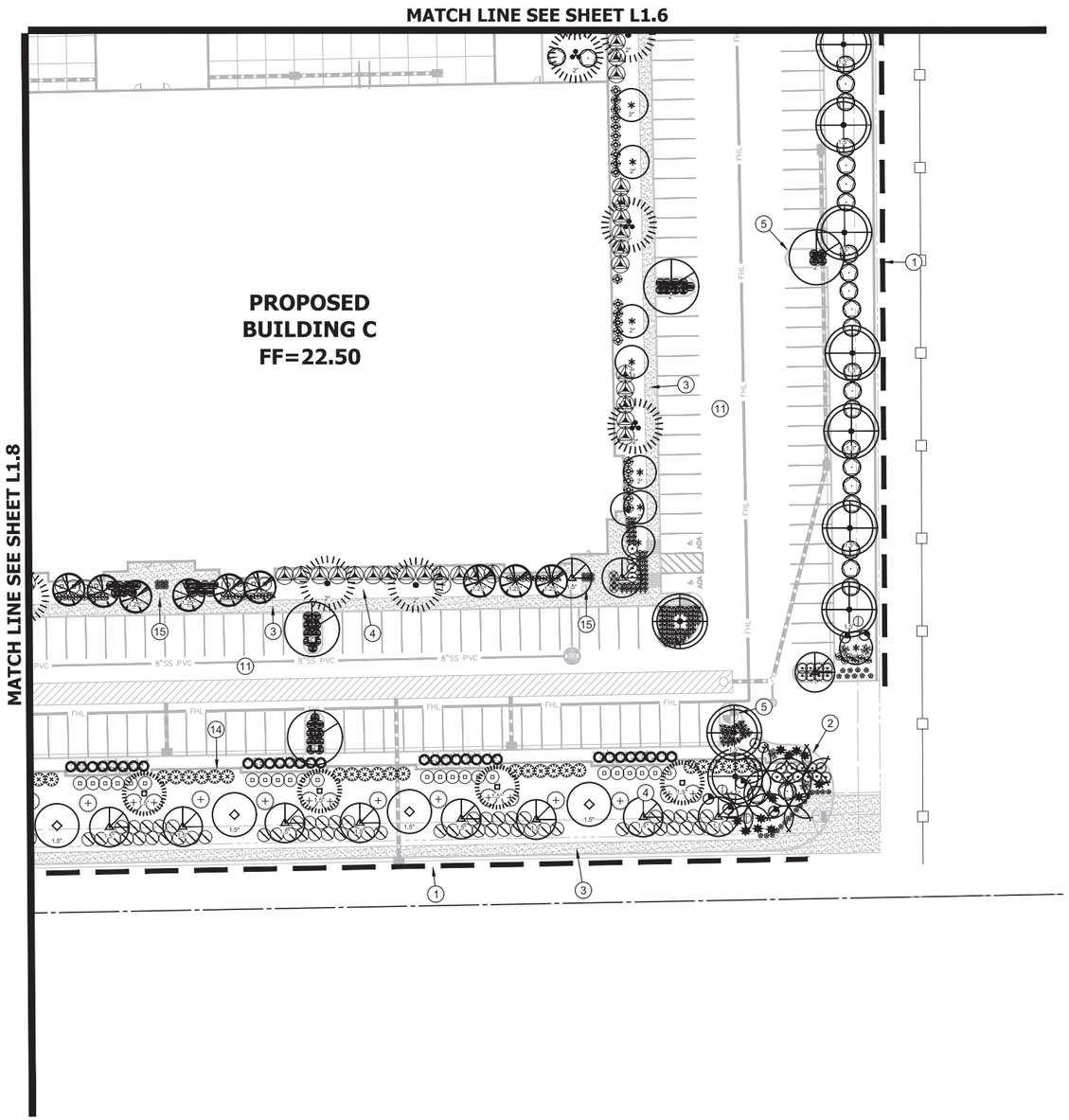

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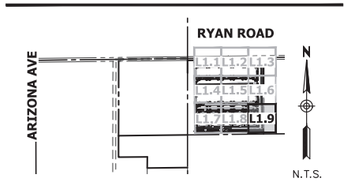
0 30 60 Feet

KEY MAP



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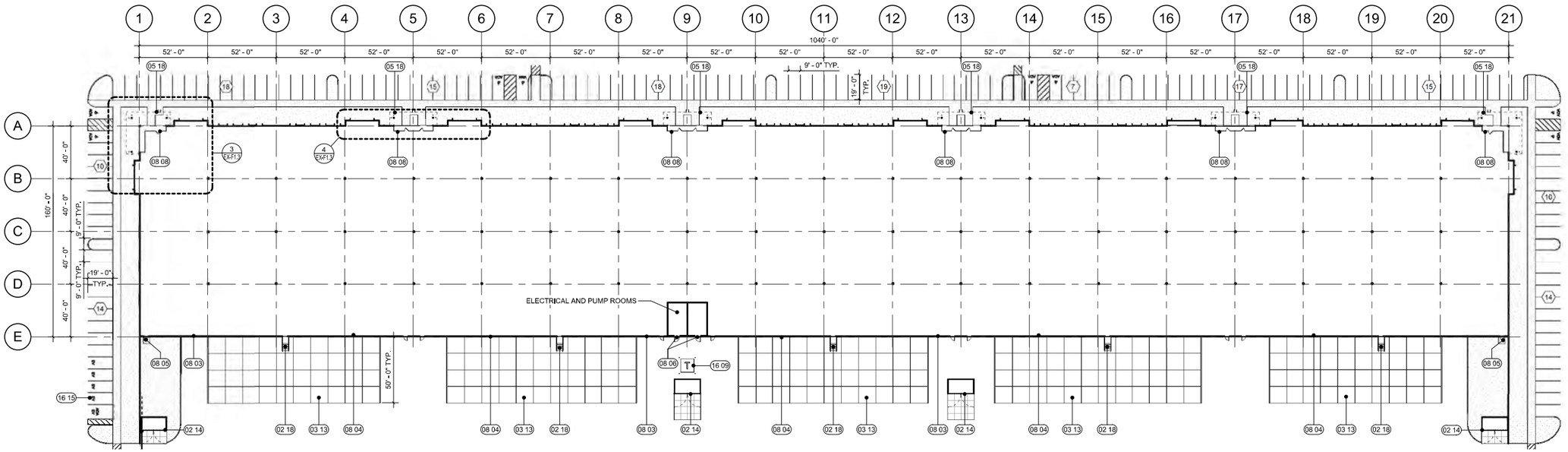
PROJECT NAME: COMMERCE CENTER

HE NO.: VLMK003
SCALE: 1"=30'

SHEET: L1.9

G:\VLMK003\Planning_Landscape\LANDSCAPE\CONCEPT\VLL01LS-CONSHEET.dwg 12/12/2023 audie.hennington

TAB E



1 EX-F1.0 RYAN CC - BLDG A PLAN

1" = 40'-0"

KEYNOTE LEGEND

02 14	TRASH REFUSE LOCATION
02 18	METAL DOCK STAIRS.
03 13	LOADING DOCK RETAINING WALL WITH GUARDRAIL
05 18	ENHANCED TENANT ENTRANCE. SEE ENLARGED ELEVATIONS
08 03	OVERHEAD DOOR AT GRADE LEVEL.
08 04	OVERHEAD DOORS AT DOCK LEVEL.
08 05	EXTERIOR MAN DOOR.
08 06	EXTERIOR MAN DOOR TO ELECTRICAL ROOM.
08 08	ALUM. STOREFRONT VESTIBULE AT MAIN ENTRY.
16 09	TRANSFORMER PAD AND BOLLARDS - COORDINATE WITH ELECTRICAL (BIDDER DESIGN).
16 15	EV PARKING STALL

Schnitzer PROPERTIES

VLMK ENGINEERING + DESIGN

SCHNITZER PROPERTIES: RYAN ROAD PLANNED AREA DEVELOPMENT

12/13/23

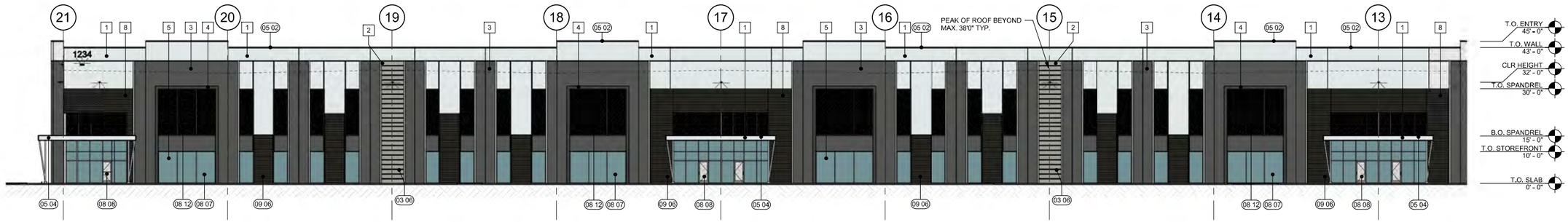
CONCEPTUAL AND SCHEMATIC DESIGNS, INCLUDING RENDERINGS, ARE CREATED FOR THE SOLE PURPOSE OF DEVELOPING A DESIGN CONCEPT. THE INFORMATION DEPICTED IN THESE DRAWINGS ARE INCOMPLETE AND NOT INTENDED TO REPRESENT THE FULL SCOPE OF WORK FOR CONSTRUCTION. THE USE OF THESE CONCEPTUAL AND SCHEMATIC RENDERS FOR ANY PURPOSE OTHER THAN AS INTENDED BY THE ENGINEER IS PROHIBITED.

SCALE: AS NOTED	PROJ. NO.: *********
DRAWN: JAB	CHECKED: JCS

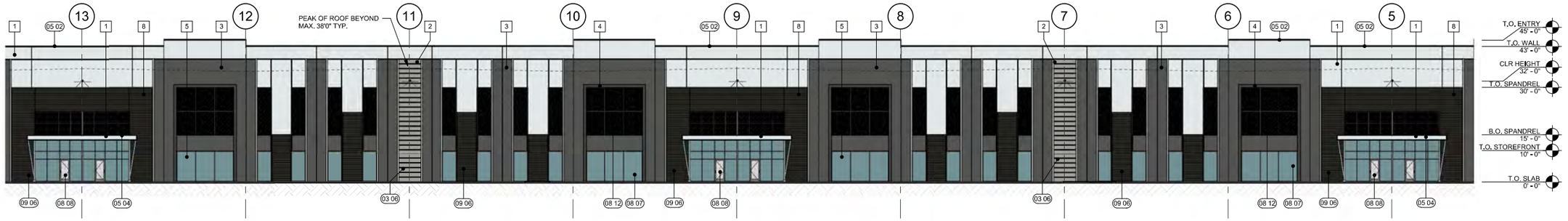
RYAN COMMERCE CENTER BLDG A

EX-F1.0

12/12/2023 3:32:01 PM



1 EX-F1.1 RYAN CC NORTH ELEVATION
1/16" = 1'-0"



2 EX-F1.1 RYAN CC NORTH ELEVATION
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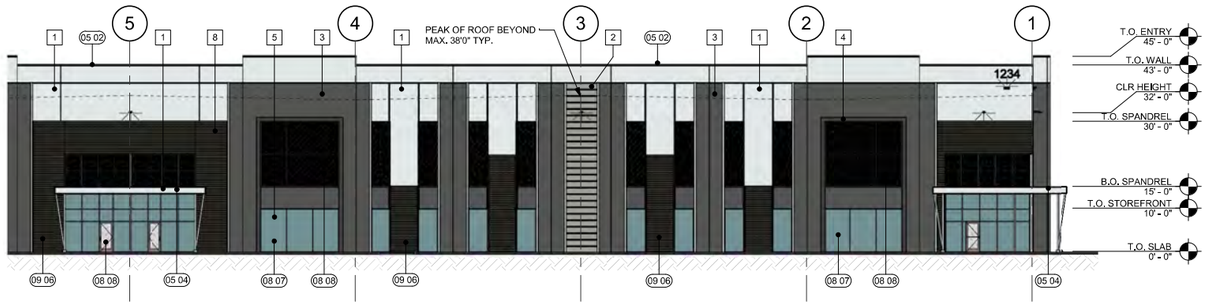

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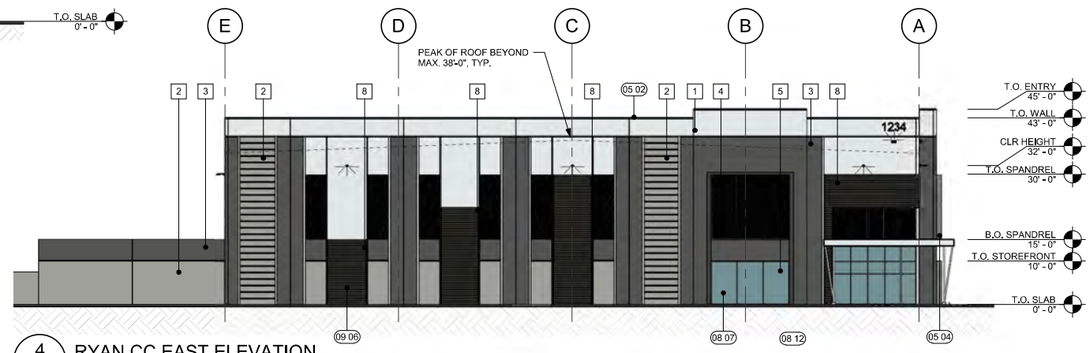


4 EX-F1.1 RYAN CC EAST ELEVATION
1/16" = 1'-0"

EXTERIOR MATERIAL LEGEND

1 SHERWIN WILLIAMS SW 6525 "RARIFIED AIR"

2 SHERWIN WILLIAMS SW 7655 "STAMPED CONCRETE"

3 SHERWIN WILLIAMS SW 7068 "GRIZZLE GRAY"

4 SHERWIN WILLIAMS SW 7069 "IRON ORE"

5 STOREFRONT GLAZING SYSTEM: VITRO ARCHITECTURAL GLASS VISTACOOL (2) AZURIA SOLARBAN 60 (3) CLEAR WITH REFLECTIVE COATING

6 STOREFRONT FRAME SYSTEM: CLASS 2 CLEAR ANODIZED ALUMINUM STOREFRONT FINISH

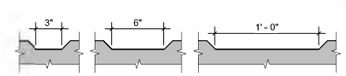
7 3/16" GALVENIZED STEEL PROJECTED WINDOW FRAME. FINISH: "MATTE NETWORK GRAY"

8 AEP SPAN - METAL SIDING "REVERESED HR-36" FINISH: MIDNIGHT BRONZE

9 WILLOW CMU WITH GROUND FACE OR APPROVED SIM.

10 CASCADE BLEND CMU WITH GROUND FACE OR APPROVED SIM.

11 CONCRETE TILT PANEL GENERAL REVEAL SIZES



KEYNOTE LEGEND

03 06	CONCRETE TILT PANEL REVEAL WHERE SHOWN.
05 02	METAL CAP FLASHING TYPICAL AT PARAPET ON ALL SIDES
05 04	METAL TENANT ENTRY CANOPY PER PLAN AND ELEVATION
08 07	ALUMINUM STOREFRONT GLAZING.
08 08	ALUM. STOREFRONT VESTIBULE AT MAIN ENTRY.
08 12	SPANDREL GLASS ABOVE 15'-0" PER ELEVATIONS
09 06	ARCHITECTURAL METAL SIDING PER ELEVATIONS

Schnitzer PROPERTIES

VLMK ENGINEERING + DESIGN

SCHNITZER PROPERTIES: RYAN ROAD PLANNED AREA DEVELOPMENT

12/13/23

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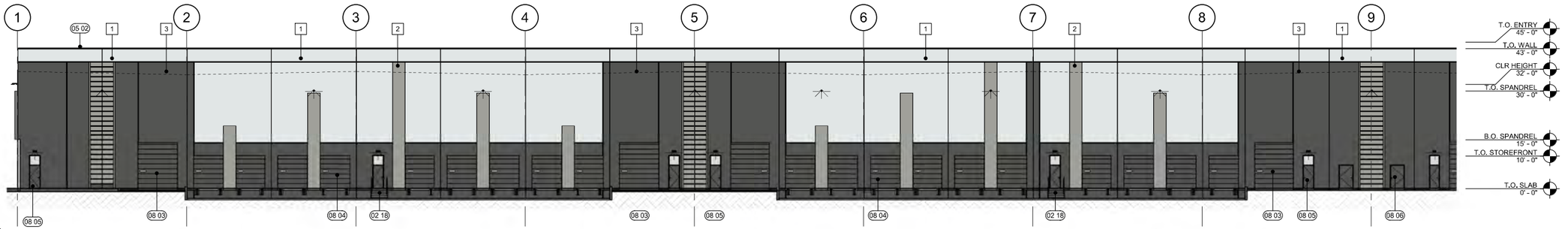
SCALE	PROJ. NO.
AS NOTED	********
DRAWN	CHECKED
JAB	JCS

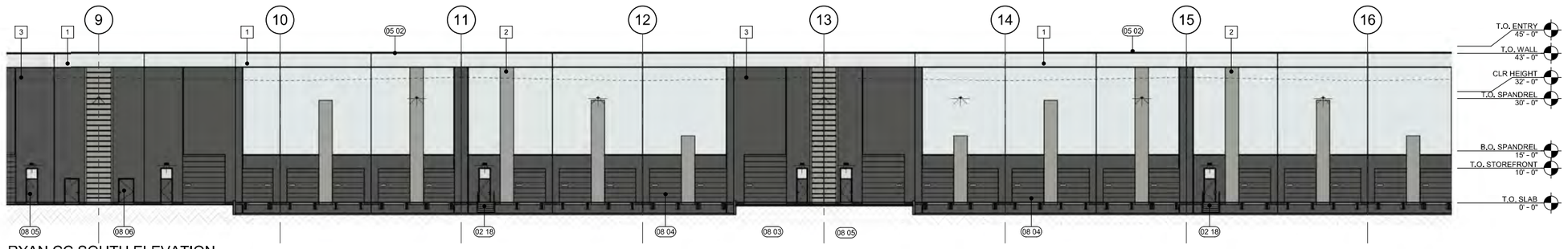
RYAN BLDG A ELEVATIONS

EX-F1.1

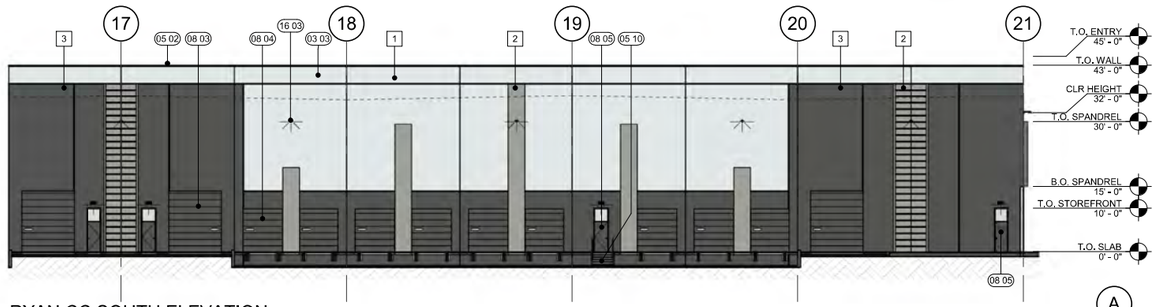
12/12/2023 3:32:12 PM



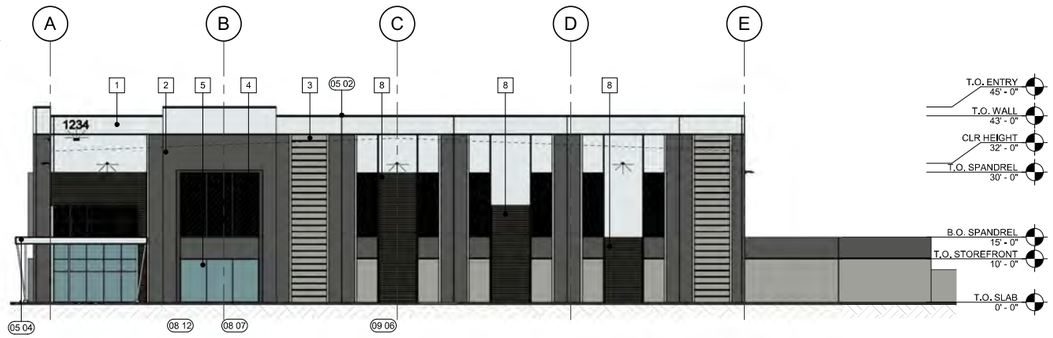
1 EX-F1.2 RYAN CC SOUTH ELEVATION
1/16" = 1'-0"



2 EX-F1.2 RYAN CC SOUTH ELEVATION
1/16" = 1'-0"



3 EX-F1.2 RYAN CC SOUTH ELEVATION
1/16" = 1'-0"



6 EX-F1.2 RYAN CC WEST ELEVATION
1/16" = 1'-0"

EXTERIOR MATERIAL LEGEND

1 SHERWIN WILLIAMS SW 6525 "RARIFIED AIR"

2 SHERWIN WILLIAMS SW 7655 "STAMPED CONCRETE"

3 SHERWIN WILLIAMS SW 7068 "GRIZZLE GRAY"

4 SHERWIN WILLIAMS SW 7069 "IRON ORE"

5 STOREFRONT GLAZING SYSTEM: VITRO ARCHITECTURAL GLASS VISTACOOL (2) AZURIA SOLARBAN 60 (3) CLEAR WITH REFLECTIVE COATING

6 STOREFRONT FRAME SYSTEM: CLASS 2 CLEAR ANODIZED ALUMINUM STOREFRONT FINISH

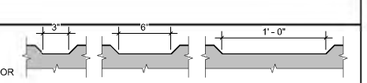
7 3/16" GALVENIZED STEEL PROJECTED WINDOW FRAME. FINISH: "MATTE NETWORK GRAY"

8 AEP SPAN - METAL SIDING "REVERESED HR-36" FINISH: MIDNIGHT BRONZE

9 WILLOW CMU WITH GROUND FACE OR APPROVED SIM.

10 CASCADE BLEND CMU WITH GROUND FACE OR APPROVED SIM.

11 CONCRETE TILT PANEL GENERAL REVEAL SIZES



KEYNOTE LEGEND

02 18	METAL DOCK STAIRS.
03 03	CONCRETE TILT-UP PANELS TYPICAL ON ALL SIDES. SEE STRUCTURAL FOR THICKNESS AND DETAILS.
05 02	METAL CAP FLASHING TYPICAL AT PARAPET ON ALL SIDES
05 04	METAL TENANT ENTRY CANOPY PER PLAN AND ELEVATION
05 10	STAIRS AND LANDING TO BE BIDDER DESIGN. CONCRETE TREAD WITH METAL PAN AND RISER, TYPICAL.
08 03	OVERHEAD DOOR AT GRADE LEVEL.
08 04	OVERHEAD DOORS AT DOCK LEVEL.
08 05	EXTERIOR MAN DOOR.
08 06	EXTERIOR MAN DOOR TO ELECTRICAL ROOM.
16 03	WALL LIGHT - PER ELECTRICAL (BIDDER DESIGN).

Schnitzer PROPERTIES

VLMK ENGINEERING + DESIGN

SCHNITZER PROPERTIES: RYAN ROAD PLANNED AREA DEVELOPMENT

12/13/23

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SCALE	PROJ. NO.
AS NOTED	********
DRAWN	CHECKED
JAB	JCS

RYAN BLDG A ELEVATIONS

EX-F1.2

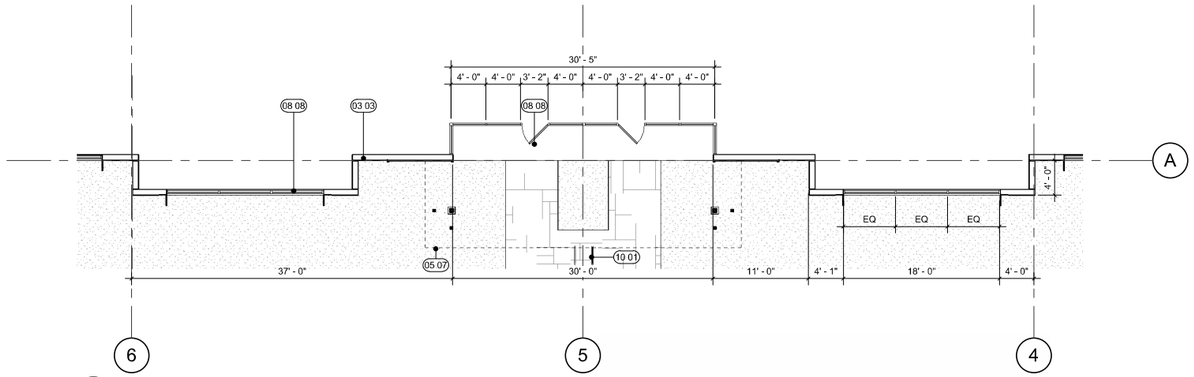
12/12/2023 3:32:23 PM



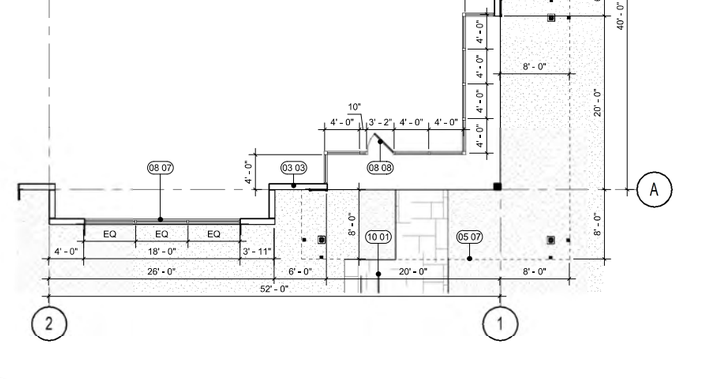
1 EX-F1.3 ENARGED DOUBLE TENANT ENTRANCE
1/8" = 1'-0"



2 EX-F1.3 RYAN CC - CORNER ENTRANCE
1/8" = 1'-0"



4 EX-F1.3 RYAN CC - DOUBLE TENANT ENTRANCE
1/8" = 1'-0"



3 EX-F1.3 RYAN CC - CORNER ENTRANCE
1/8" = 1'-0"

EXTERIOR MATERIAL LEGEND

1 SHERWIN WILLIAMS SW 6525 "RARIFIED AIR"

2 SHERWIN WILLIAMS SW 7655 "STAMPED CONCRETE"

3 SHERWIN WILLIAMS SW 7068 "GRIZZLE GRAY"

4 SHERWIN WILLIAMS SW 7069 "IRON ORE"

5 STOREFRONT GLAZING SYSTEM: VITRO ARCHITECTURAL GLASS VISTACOOL (2) AZURIA SOLARBAN 60 (3) CLEAR WITH REFLECTIVE COATING

6 STOREFRONT FRAME SYSTEM: CLASS 2 CLEAR ANODIZED ALUMINUM STOREFRONT FINISH

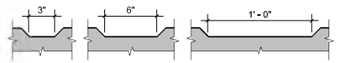
7 3/16" GALVENIZED STEEL PROJECTED WINDOW FRAME. FINISH: "MATTE NETWORK GRAY"

8 AEP SPAN - METAL SIDING "REVERESED HR-36" FINISH: MIDNIGHT BRONZE

9 WILLOW CMU WITH GROUND FACE OR APPROVED SIM.

10 CASCADE BLEND CMU WITH GROUND FACE OR APPROVED SIM.

11 CONCRETE TILT PANEL GENERAL REVEAL SIZES



KEYNOTE LEGEND

03 03	CONCRETE TILT-UP PANELS TYPICAL ON ALL SIDES. SEE STRUCTURAL FOR THICKNESS AND DETAILS.
05 02	METAL CAP FLASHING TYPICAL AT PARAPET ON ALL SIDES
05 04	METAL TENANT ENTRY CANOPY PER PLAN AND ELEVATION
05 07	LINE OF CANOPY ABOVE
08 07	ALUMINUM STOREFRONT GLAZING.
08 08	ALUM. STOREFRONT VESTIBULE AT MAIN ENTRY.
08 12	SPANDREL GLASS ABOVE 15'-0" PER ELEVATIONS
09 06	ARCHITECTURAL METAL SIDING PER ELEVATIONS
10 01	BICYCLE PARKING - SEE SITE PLAN AND SITE DETAIL SHEET."

Schnitzer PROPERTIES

VLMK ENGINEERING + DESIGN

SCHNITZER PROPERTIES: RYAN ROAD PLANNED AREA DEVELOPMENT

12/13/23

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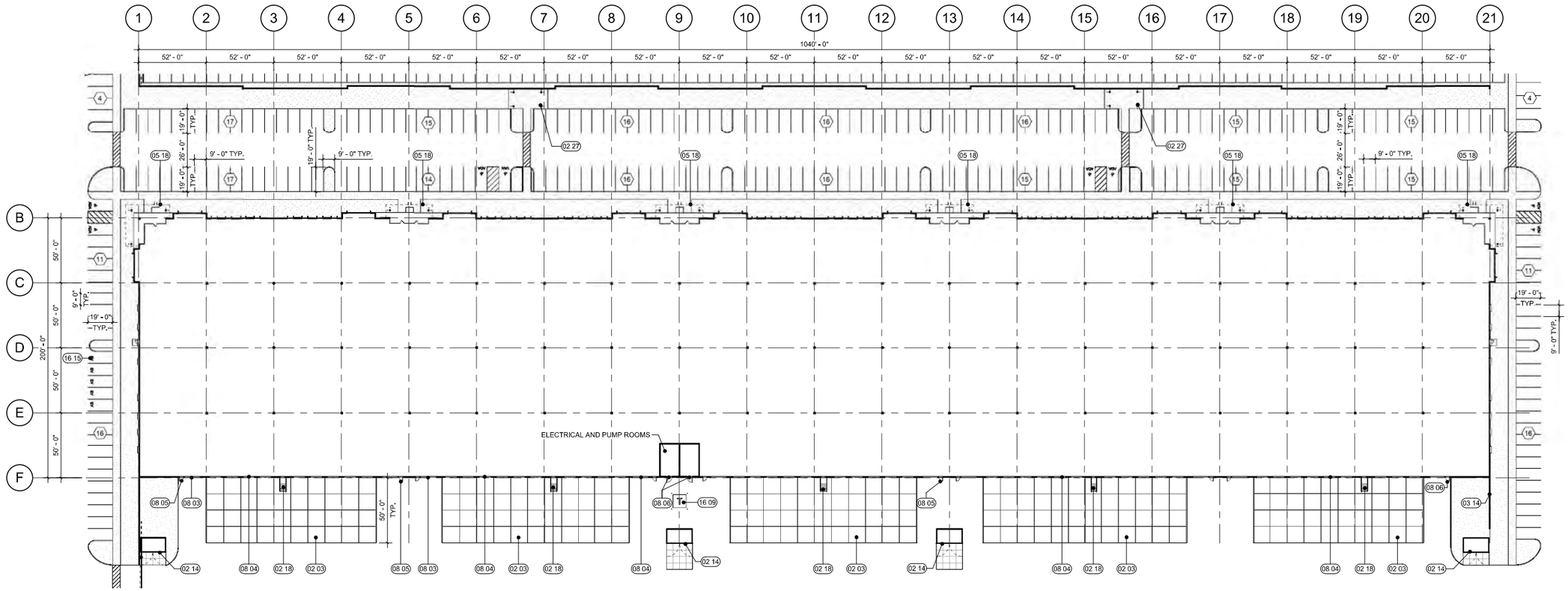
SCALE: AS NOTED	PROJ. NO.: ********
DRAWN: JAB	CHECKED: JCS

RYAN ENLARGED ELEVATIONS

EX-F1.3

12/12/2023 3:32:38 PM



1 EX-F2.0 RYAN CC - BLDG B PLAN
1" = 40'-0"

KEYNOTE LEGEND

02 03	LOADING DOCK CONCRETE SLAB, 7" THICK UNREINFORCED CONCRETE OVER 6 INCHES COMPACTED CRUSHED ROCK OVER COMPACTED SUBGRADE.
02 14	TRASH REFUSE LOCATION
02 18	METAL DOCK STAIRS.
02 25	STREET FRONT LOW SCREEN WALL, PER PLAN
02 27	EMPLOYEE AMENITY AREA WITH CANOPY
03 14	CONCRETE TILT-UP DOCK SCREENING WALL PER ELEVATION
05 18	ENHANCED TENANT ENTRANCE, SEE ENLARGED ELEVATIONS
08 03	OVERHEAD DOOR AT GRADE LEVEL.
08 04	OVERHEAD DOORS AT DOCK LEVEL.
08 05	EXTERIOR MAN DOOR.
08 06	EXTERIOR MAN DOOR TO ELECTRICAL ROOM.
08 08	ALUM. STOREFRONT VESTIBULE AT MAIN ENTRY.
16 09	TRANSFORMER PAD AND BOLLARDS - COORDINATE WITH ELECTRICAL (BIDDER DESIGN).
16 15	EV PARKING STALL

Schnitzer PROPERTIES

VLMK ENGINEERING + DESIGN

SCHNITZER PROPERTIES: RYAN ROAD PLANNED AREA DEVELOPMENT

12/13/23

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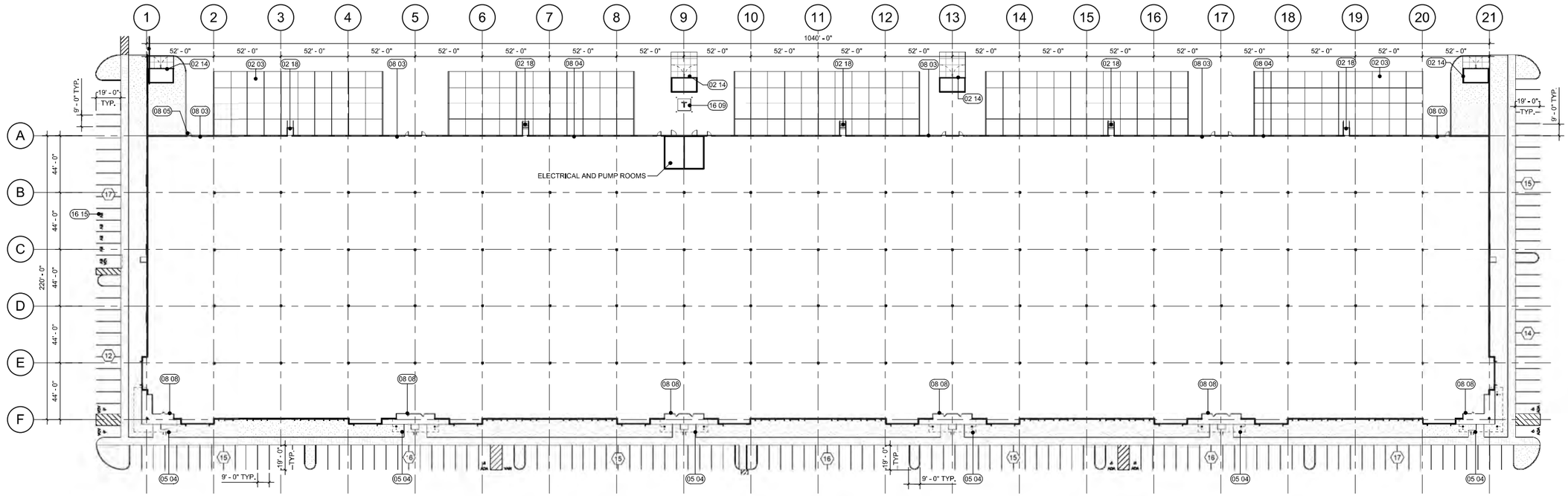
SCALE	PROJ. NO.
AS NOTED	********
DRAWN	CHECKED
JAB	JCS

RYAN COMMERCE CENTER BLDG B

EX-F2.0

12/12/2023 3:32:51 PM



1 EX-F3.0 RYAN CC - BLDG C PLAN

1" = 40'-0"

KEYNOTE LEGEND

02 03	LOADING DOCK CONCRETE SLAB. 7" THICK UNREINFORCED CONCRETE OVER 6 INCHES COMPACTED CRUSHED ROCK OVER COMPACTED SUBGRADE.
02 14	TRASH REFUSE LOCATION
02 18	METAL DOCK STAIRS.
05 04	METAL TENANT ENTRY CANOPY PER PLAN AND ELEVATION
08 03	OVERHEAD DOOR AT GRADE LEVEL.
08 04	OVERHEAD DOORS AT DOCK LEVEL.
08 05	EXTERIOR MAN DOOR.
08 08	ALUM. STOREFRONT VESTIBULE AT MAIN ENTRY.
16 09	TRANSFORMER PAD AND BOLLARDS - COORDINATE WITH ELECTRICAL (BIDDER DESIGN).
16 15	EV PARKING STALL

Schnitzer PROPERTIES

VLMK ENGINEERING + DESIGN

SCHNITZER PROPERTIES: RYAN ROAD PLANNED AREA DEVELOPMENT

12/13/23

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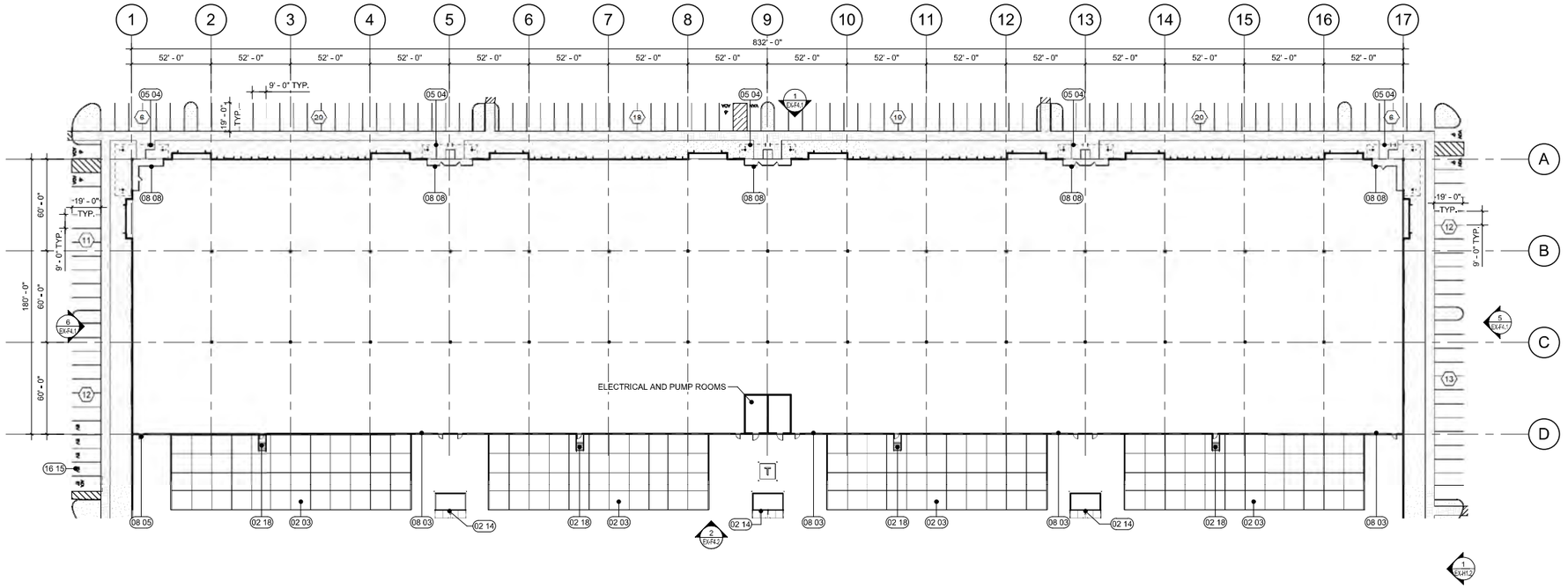
SCALE: AS NOTED	PROJ. NO.: *********
DRAWN: JAB	CHECKED: JCS

RYAN COMMERCE CENTER BLDG C

EX-F3.0

12/12/2023 3:33:05 PM



1 EX-F4.0 HAMILTON CC - BLDG A PLAN
1" = 40'-0"

KEYNOTE LEGEND

02 03	LOADING DOCK CONCRETE SLAB. 7" THICK UNREINFORCED CONCRETE OVER 6 INCHES COMPACTED CRUSHED ROCK OVER COMPACTED SUBGRADE.
02 14	TRASH REFUSE LOCATION
02 18	METAL DOCK STAIRS.
05 04	METAL TENANT ENTRY CANOPY PER PLAN AND ELEVATION
08 03	OVERHEAD DOOR AT GRADE LEVEL.
08 05	EXTERIOR MAN DOOR.
08 08	ALUM. STOREFRONT VESTIBULE AT MAIN ENTRY.
16 15	EV PARKING STALL

Schnitzer PROPERTIES

VLMK ENGINEERING + DESIGN

SCHNITZER PROPERTIES: RYAN ROAD PLANNED AREA DEVELOPMENT

12/13/23

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SCALE	PROJ. NO.
AS NOTED	********
DRAWN	CHECKED
JAB	JCS

HAMILTON CC
BLDG A FLOOR
PLAN

EX-F4.0

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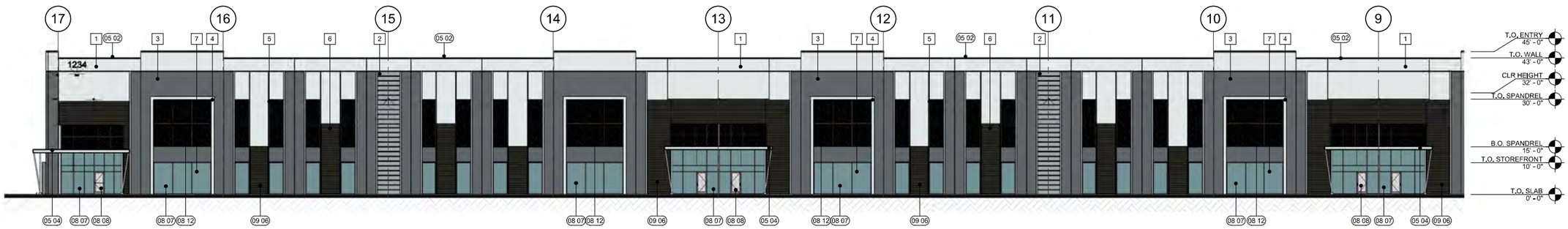
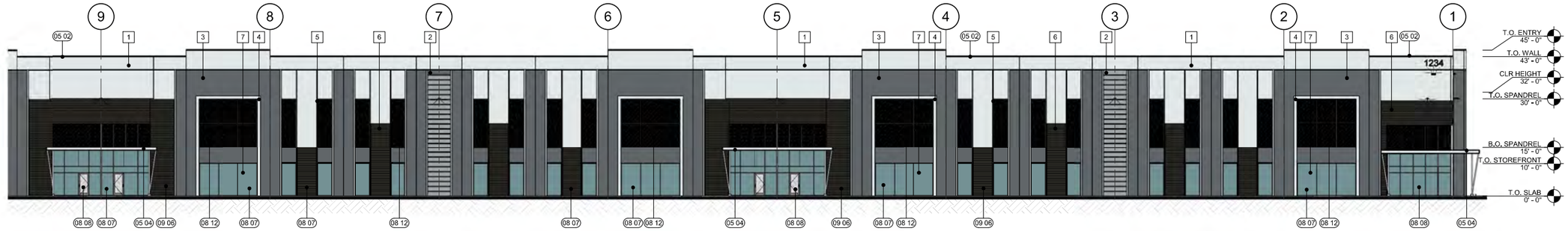


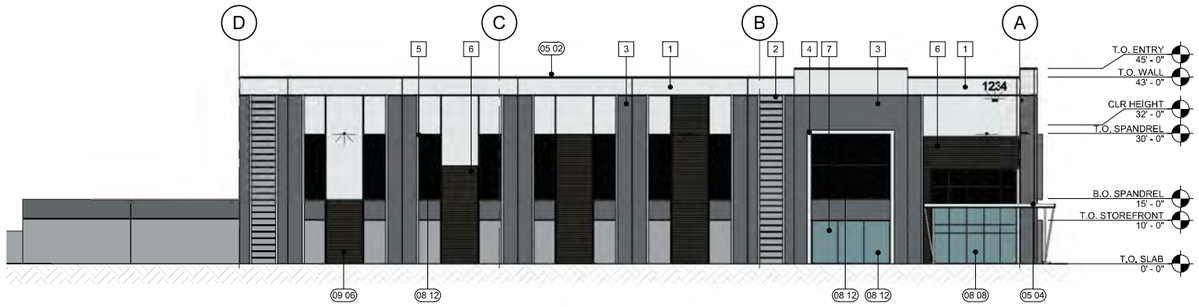
1 EX-F4.1 1/16" = 1'-0"



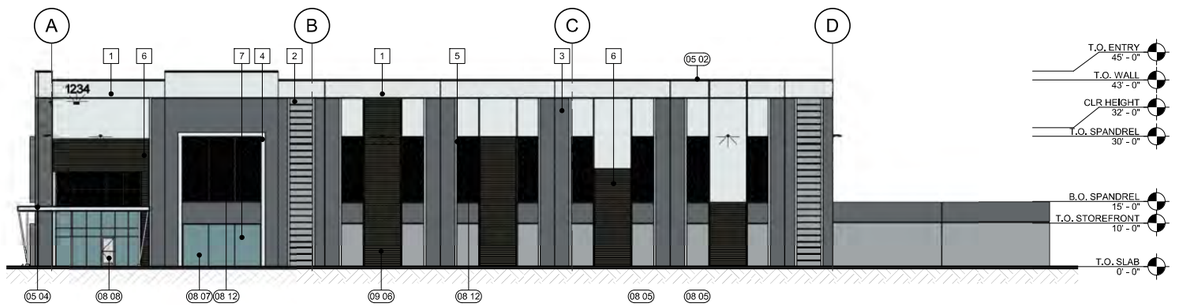
2 EX-F4.1 1/16" = 1'-0"

KEYNOTE LEGEND

05 02	METAL CAP FLASHING TYPICAL AT PARAPET ON ALL SIDES
05 04	METAL TENANT ENTRY CANOPY PER PLAN AND ELEVATION
08 07	ALUMINUM STOREFRONT GLAZING.
08 08	ALUM. STOREFRONT VESTIBULE AT MAIN ENTRY.
08 12	SPANDREL GLASS ABOVE 15'-0" PER ELEVATIONS
09 06	ARCHITECTURAL METAL SIDING PER ELEVATIONS



5 EX-F4.1 HAMILTON CC BLDG A EAST ELEVATION
1/16" = 1'-0"



6 EX-F4.1 HAMILTON CC BLDG A WEST ELEVATION
1/16" = 1'-0"

EXTERIOR MATERIAL LEGEND

1 SHERWIN WILLIAMS SW 6525 "RARIFIED AIR"

2 SHERWIN WILLIAMS SW 7073 "NETWORK GRAY"

3 SHERWIN WILLIAMS SW 7075 "WEB GRAY"

4 SHERWIN WILLIAMS SW 7006 "EXTRA WHITE"

5 3/16" GALVENIZED STEEL PROJECTED WINDOW FRAME. FINISH: "MATTE NETWORK GRAY"

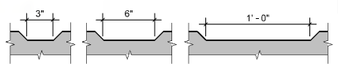
6 AEP SPAN - METAL SIDING "REVERESED HR-36" FINISH: MIDNIGHT BRONZE

7 STOREFRONT GLAZING SYSTEM: VITRO ARCHITECTURAL GLASS VISTACOOL (2) AZURIA SOLARBAN 60 (3) CLEAR WITH REFLECTIVE COATING

8 STOREFRONT FRAME SYSTEM: CLASS 2 CLEAR ANODIZED ALUMINUM STOREFRONT FINISH

9 WILLOW CMU WITH GROUND FACE OR APPROVED SIM.

10 NATURAL CMU WITH GROUND FACE OR APPROVED SIM.



11 CONCRETE TILT PANEL GENERAL REVEAL SIZES

Schnitzer PROPERTIES

VLMK ENGINEERING + DESIGN

SCHNITZER PROPERTIES: RYAN ROAD PLANNED AREA DEVELOPMENT

12/13/23

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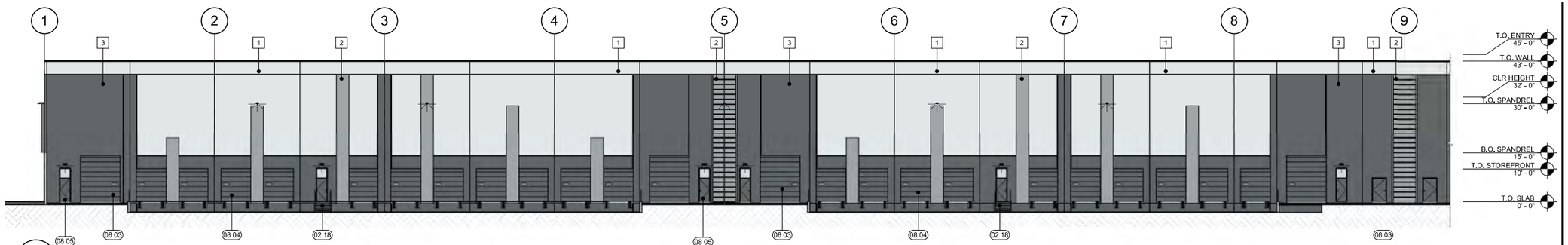
SCALE	PROJ. NO.
AS NOTED	********
DRAWN	CHECKED
JAB	JCS

HAMILTON CC BLDG A ELEVATIONS

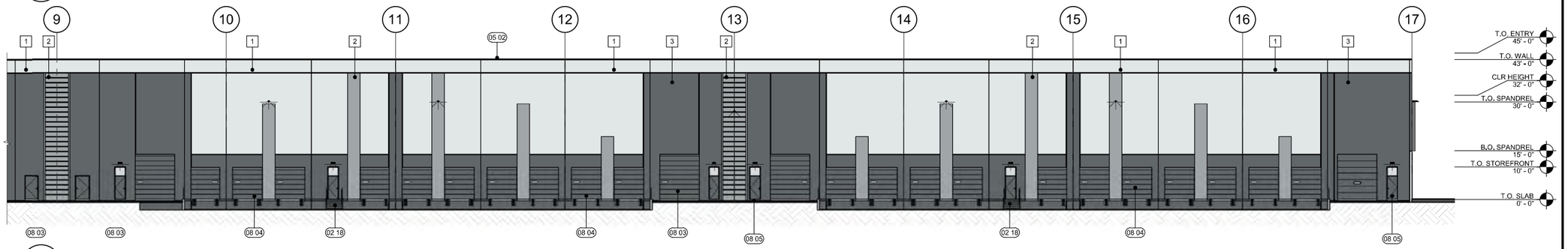
EX-F4.1

12/12/2023 3:33:26 PM



1 EX-F4.2 HAMILTON CC BLDG A SOUTH ELEVATION

1/16" = 1'-0"



2 EX-F4.2 HAMILTON CC BLDG A SOUTH ELEVATION

1/16" = 1'-0"

KEYNOTE LEGEND

02 18	METAL DOCK STAIRS.
05 02	METAL CAP FLASHING TYPICAL AT PARAPET ON ALL SIDES
08 03	OVERHEAD DOOR AT GRADE LEVEL.
08 04	OVERHEAD DOORS AT DOCK LEVEL.
08 05	EXTERIOR MAN DOOR.

EXTERIOR MATERIAL LEGEND

1 SHERWIN WILLIAMS SW 6525 "RARIFIED AIR"

2 SHERWIN WILLIAMS SW 7073 "NETWORK GRAY"

3 SHERWIN WILLIAMS SW 7075 "WEB GRAY"

4 SHERWIN WILLIAMS SW 7006 "EXTRA WHITE"

5 3/16" GALVENIZED STEEL PROJECTED WINDOW FRAME. FINISH: "MATTE NETWORK GRAY"

6 AEP SPAN - METAL SIDING "REVERESED HR-36" FINISH: MIDNIGHT BRONZE

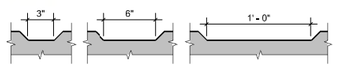
7 STOREFRONT GLAZING SYSTEM: VITRO ARCHITECTURAL GLASS VISTACOOL (2) AZURIA SOLARBAN 60 (3) CLEAR WITH REFLECTIVE COATING

8 STOREFRONT FRAME SYSTEM: CLASS 2 CLEAR ANODIZED ALUMINUM STOREFRONT FINISH

9 WILLOW CMU WITH GROUND FACE OR APPROVED SIM.

10 NATURAL CMU WITH GROUND FACE OR APPROVED SIM.

11 CONCRETE TILT PANEL GENERAL REVEAL SIZES



Schnitzer PROPERTIES

VLMK ENGINEERING + DESIGN

SCHNITZER PROPERTIES: RYAN ROAD PLANNED AREA DEVELOPMENT

12/13/23

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SCALE: AS NOTED	PROJ. NO.: *********
DRAWN: JAB	CHECKED: JCS

HAMILTON CC BLDG A ELEVATIONS

EX-F4.2

12/12/2023 3:33:32 PM

TAB F

RYAN COMMERCE CENTER

PAINTED FINISHES

SHERWIN WILLIAMS - SW 6525
"RARIFIED AIR"

SHERWIN WILLIAMS - SW 7655
"STAMPED CONCRETE"

SHERWIN WILLIAMS - SW 7068
"GRIZZLE GRAY"

SHERWIN WILLIAMS - SW 7069
"IRON ORE"

MATERIALS



STOREFRONT GLAZING SYSTEM:
VITRO ARCHITECTURAL GLASS VISTACOOL (2) AZURIA SOLARBAN 60 (3) CLEAR WITH REFLECTIVE COATING

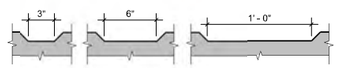
STOREFRONT FRAME SYSTEM:
CLASS 2 CLEAR ANODIZED ALUMINUM STOREFRONT FINISH



AEP SPAN - METAL SIDING
"REVERESED HR-36"
FINISH: MATTE BLACK

3/16" GALVENIZED STEEL PROJECTED WINDOW FRAME.
FINISH: "MATTE NETWORK GRAY"

FORMLINERS & REVEAL PATTERNS



CONCRETE TILT PANEL
GENERAL REVEAL SIZES

SITE SCREENING WALLS



WILLOW CMU WITH GROUND FACE
OR APPROVED SIM.



CASCADE BLEND CMU WITH GROUND FACE
OR APPROVED SIM.

HAMILTON COMMERCE CENTER

PAINTED FINISHES

SHERWIN WILLIAMS - SW 6525
"RARIFIED AIR"

SHERWIN WILLIAMS - SW 7006
"EXTRA WHITE"

SHERWIN WILLIAMS - SW 7073
"NETWORK GRAY"

SHERWIN WILLIAMS - SW 7075
"WEB GRAY"

MATERIALS



STOREFRONT GLAZING SYSTEM:
VITRO ARCHITECTURAL GLASS SOLARGRAY (2) SOLARBAN 60 (3) CLEAR WITH REFLECTIVE COATING

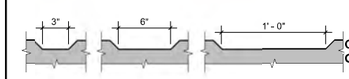
STOREFRONT FRAME SYSTEM:
CLASS 2 CLEAR ANODIZED ALUMINUM STOREFRONT FINISH



AEP SPAN - METAL SIDING
"REVERESED HR-36"
FINISH: MATTE BLACK

3/16" GALVENIZED STEEL PROJECTED WINDOW FRAME.
FINISH: "MATTE NETWORK GRAY"

FORMLINERS & REVEAL PATTERNS

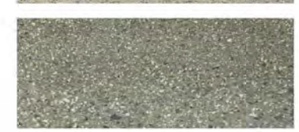


CONCRETE TILT PANEL
GENERAL REVEAL SIZES

SITE SCREENING WALLS



WILLOW CMU WITH GROUND FACE
OR APPROVED SIM.



NATURAL CMU WITH GROUND FACE
OR APPROVED SIM.

Schnitzer PROPERTIES

VLMK ENGINEERING + DESIGN

SCHNITZER PROPERTIES: RYAN ROAD PLANNED AREA DEVELOPMENT

12/13/23

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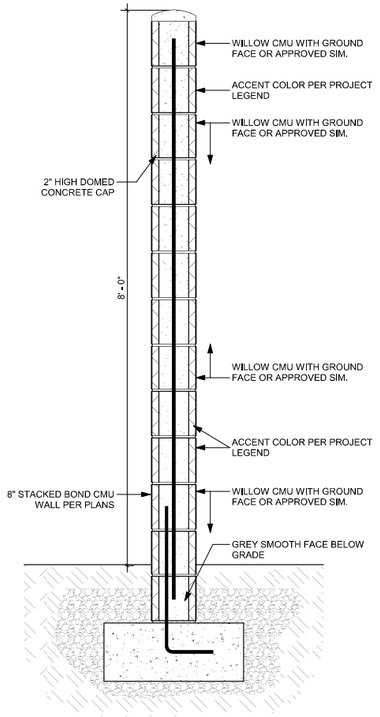
SCALE	PROJ. NO.
AS NOTED	********
DRAWN	CHECKED
JAB	JCS

MATERIAL PALLET

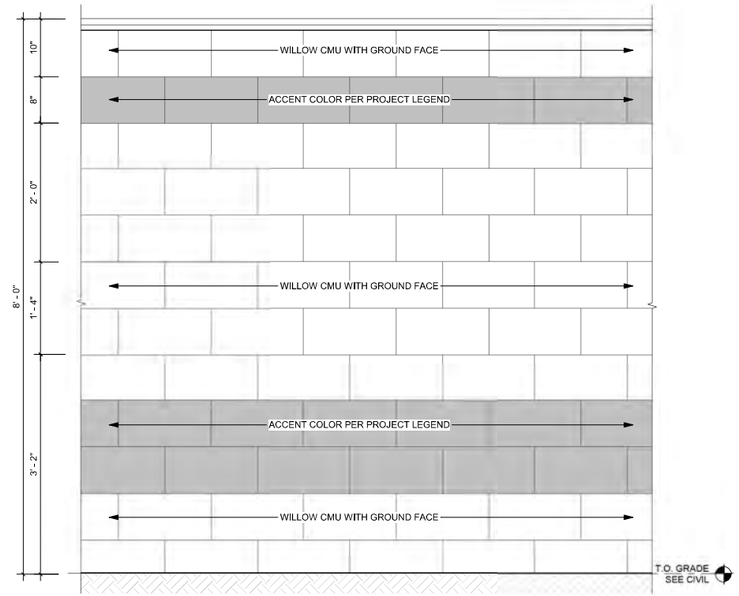
EX-G

12/12/2023 3:33:33 PM

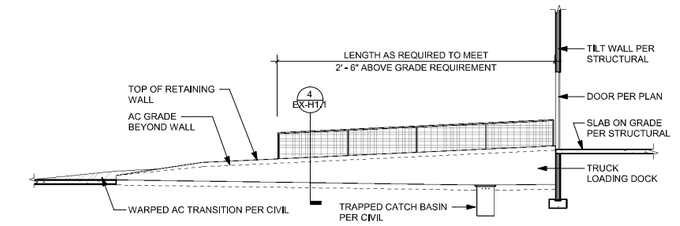
TAB G



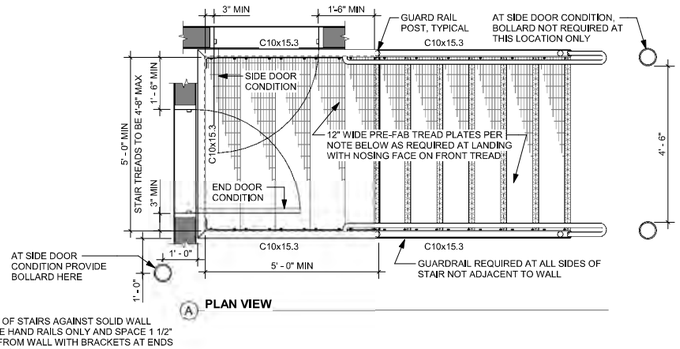
1 EX-H1.0 SCREENING WALL
1" = 1'-0"



2 EX-H1.0 SCREENING WALL
1" = 1'-0"



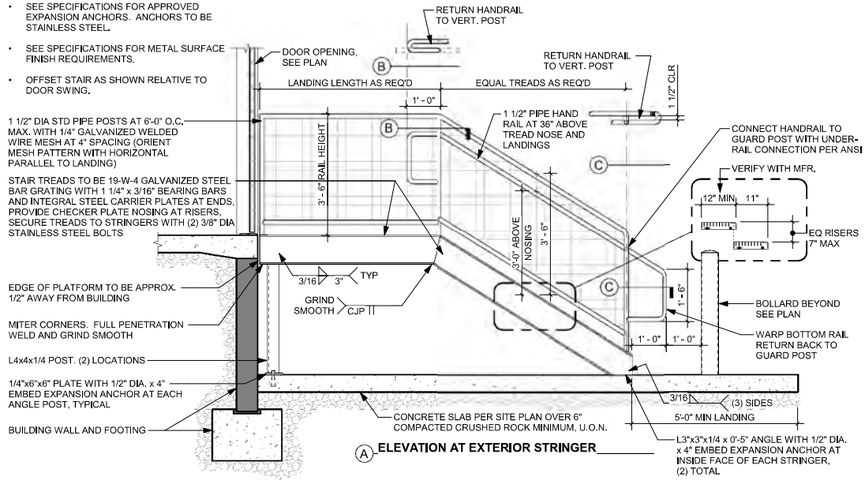
3 EX-H1.0 DOCK WALL
1/8" = 1'-0"



A PLAN VIEW

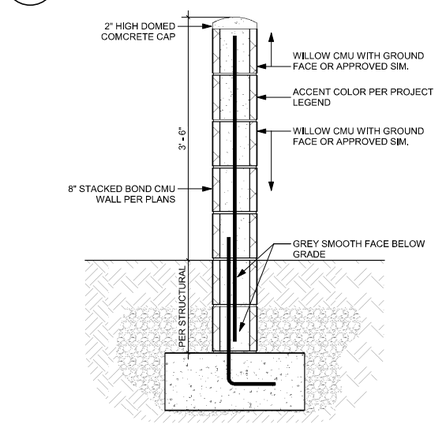
NOTES

- AT SIDE OF STAIRS AGAINST SOLID WALL PROVIDE HAND RAILS ONLY AND SPACE 1 1/2" CLEAR FROM WALL WITH BRACKETS AT ENDS AND 6'-0" O.C. MAX.
- SEE SPECIFICATIONS FOR APPROVED EXPANSION ANCHORS. ANCHORS TO BE STAINLESS STEEL.
- SEE SPECIFICATIONS FOR METAL SURFACE FINISH REQUIREMENTS.
- OFFSET STAIR AS SHOWN RELATIVE TO DOOR SWING.

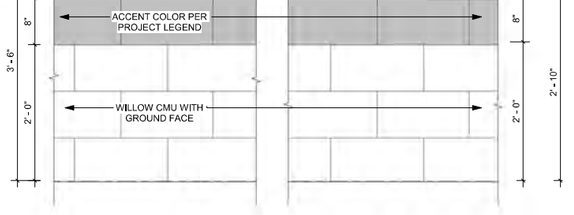


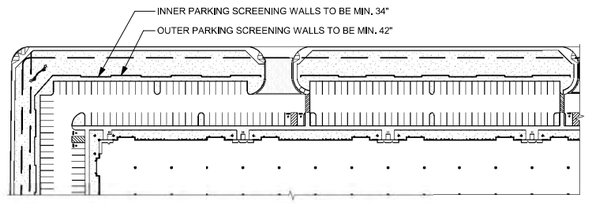
A ELEVATION AT EXTERIOR STRINGER

6 EX-H1.0 DOCK STAIRS
1/2" = 1'-0"



4 EX-H1.0 PARKING SCREENING WALL
1" = 1'-0"





5 EX-H1.0 PARKING SCREENING WALL
1" = 1'-0"

SITE SCREENING WALLS MATERIAL LEGEND

RYAN COMMERCE CENTER		HAMILTON COMMERCE CENTER	
	WILLOW CMU WITH GROUND FACE OR APPROVED SIM.		WILLOW CMU WITH GROUND FACE OR APPROVED SIM.
	CASCADE BLEND CMU WITH GROUND FACE OR APPROVED SIM.		NATURAL CMU WITH GROUND FACE OR APPROVED SIM.

NOTE: SEE SHEET EX-G FOR FULL PROJECT BUILDING MATERIAL PALLET

Schnitzer PROPERTIES

VLMK ENGINEERING + DESIGN

SCHNITZER PROPERTIES: RYAN ROAD PLANNED AREA DEVELOPMENT

12/13/23

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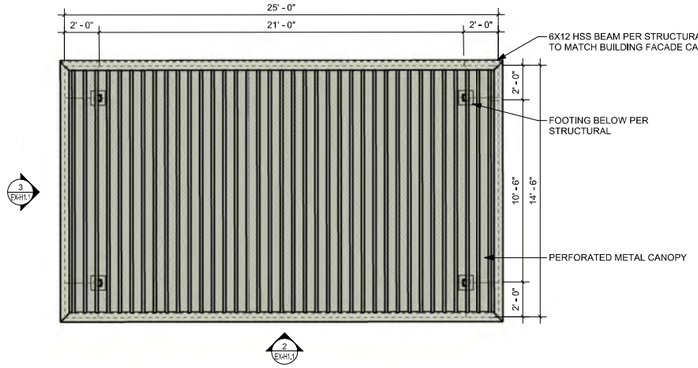
SCALE	PROJ. NO.
AS NOTED	********
DRAWN JAB	CHECKED JCS

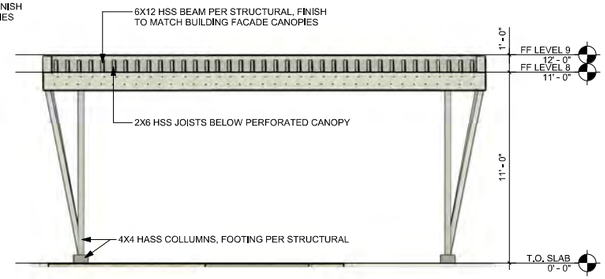
SITE DETAILS

EX-H1.0

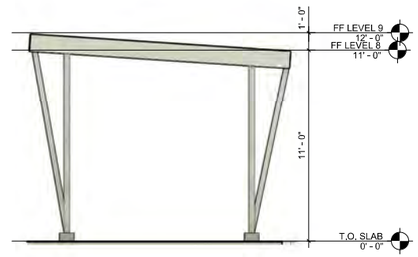
12/12/2023 3:33:40 PM



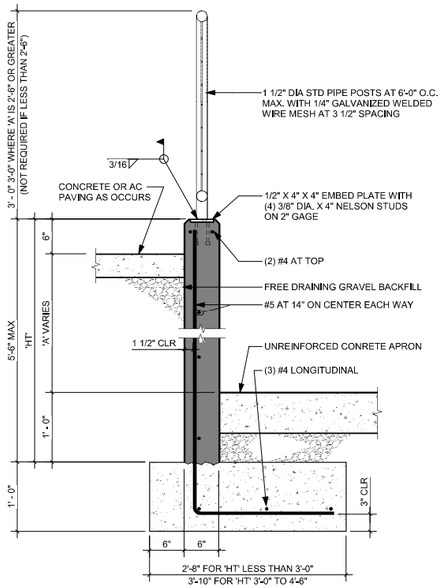
1 EX-H1.1 EMPLOYEE AMENITY CANOPY PLAN
1/4" = 1'-0"



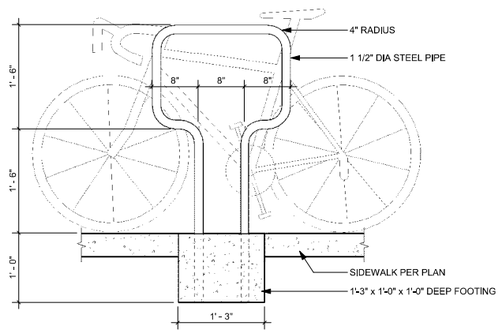
2 EX-H1.1 AMENITY CANOPY FRONT ELEVATION
1/4" = 1'-0"



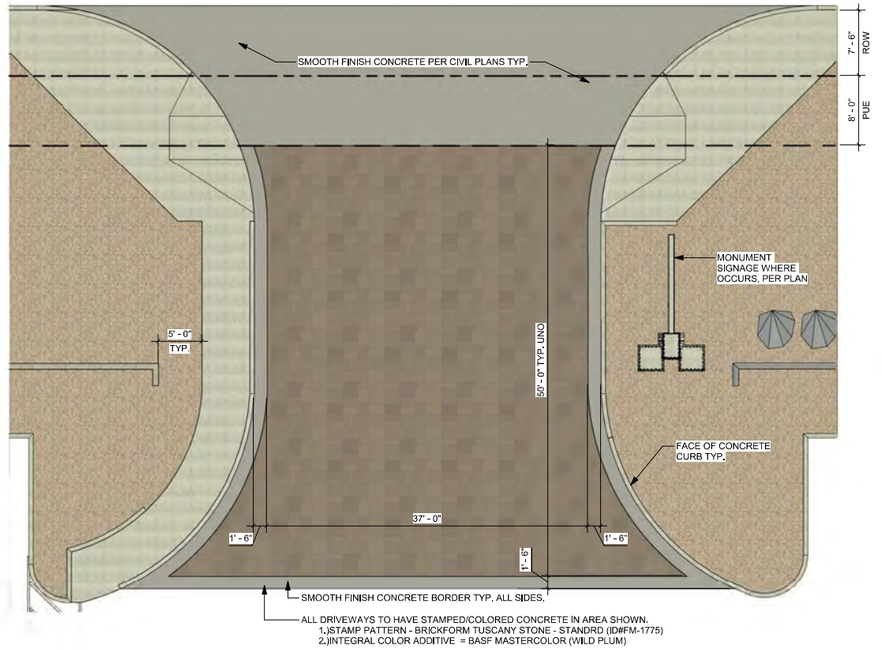
3 EX-H1.1 AMENITY CANOPY SIDE ELEVATION
1/4" = 1'-0"



4 EX-H1.1 DOCK WALL WITH RAIL
1" = 1'-0"



5 EX-H1.1 BIKE RACK
1" = 1'-0"



6 EX-H1.1 ENHANCED DRIVE WAY
1/8" = 1'-0"

Schnitzer PROPERTIES

VLMK ENGINEERING + DESIGN

SCHNITZER PROPERTIES: RYAN ROAD PLANNED AREA DEVELOPMENT

12/13/23

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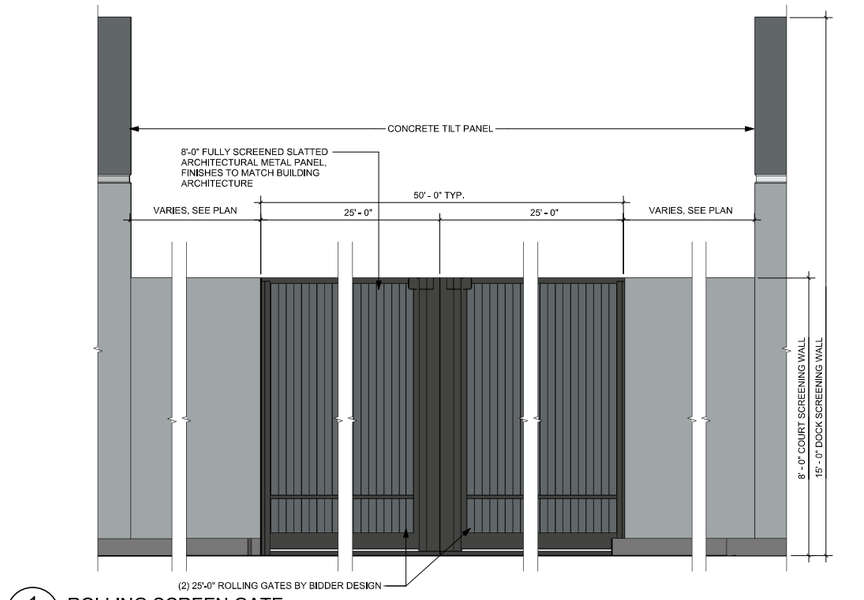
SCALE	PROJ. NO.
AS NOTED	********
DRAWN	CHECKED
JAB	JCS

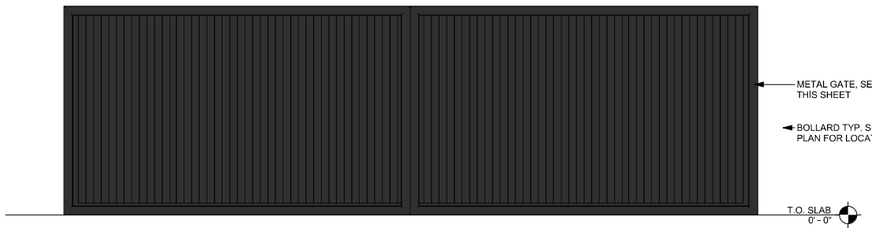
SITE DETAILS

EX-H1.1

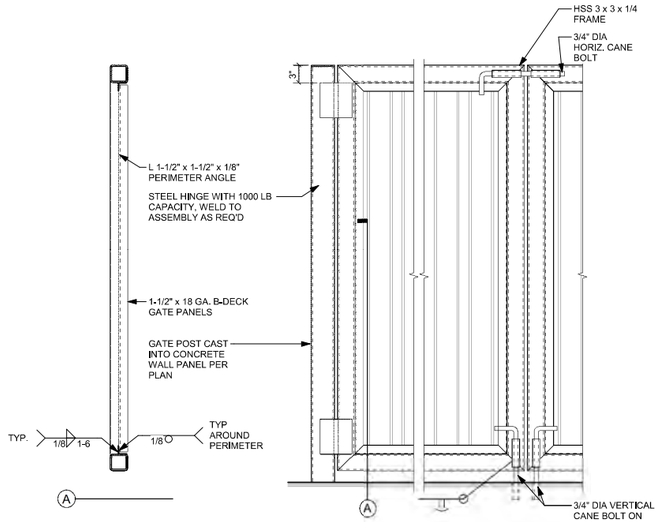
12/12/2023 3:49:04 PM



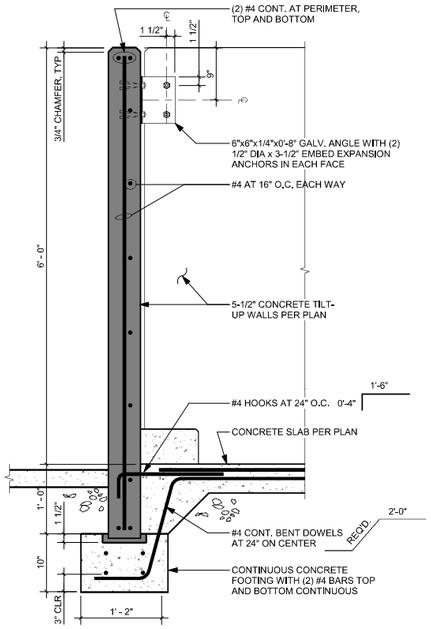
1 EX-H1.2 ROLLING SCREEN GATE
1/2" = 1'-0"



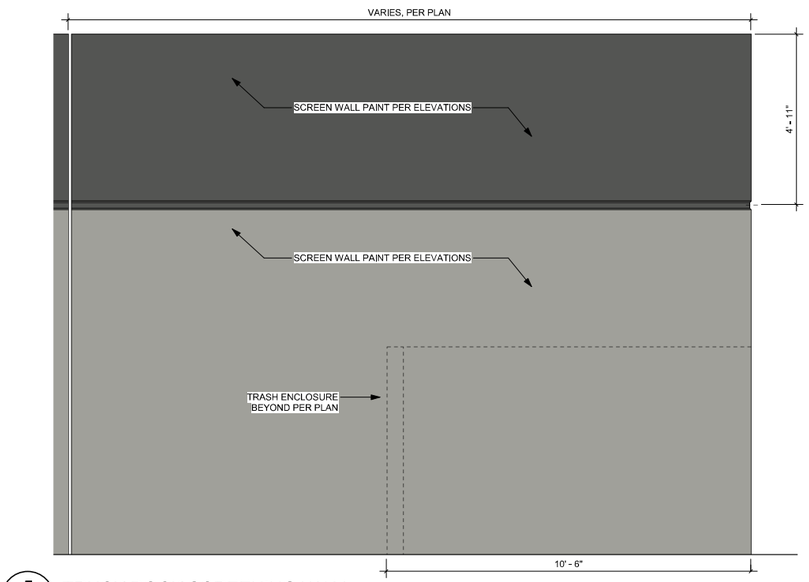
2 EX-H1.2 TRASH ENCLOSURE ELEVATION
1/2" = 1'-0"



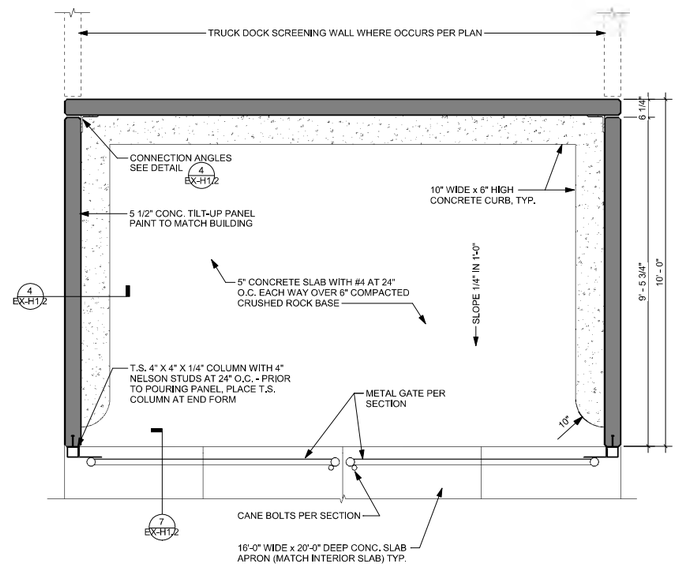
3 EX-H1.2 TRASH ENCLOSURE GATE DETAIL
1" = 1'-0"



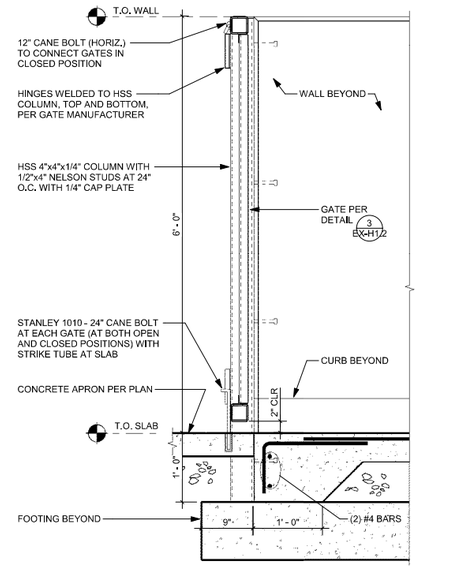
4 EX-H1.2 TRASH ENCLOSURE SECTION
1" = 1'-0"



5 EX-H1.2 TRUCK DOCK SCREENING WALL
1/2" = 1'-0"



6 EX-H1.2 TRASH ENCLOSURE PLAN
1/2" = 1'-0"



7 EX-H1.2 TRASH ENCLOSURE GATE CONNECTION
1" = 1'-0"

SCHNITZER PROPERTIES: RYAN ROAD PLANNED AREA DEVELOPMENT

12/13/23

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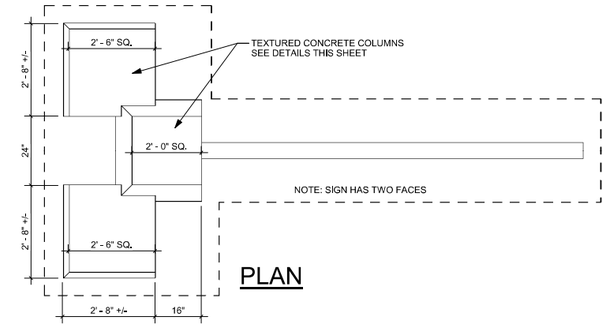
SCALE	PROJ. NO.
AS NOTED	********
DRAWN JAB	CHECKED JCS

REFUSE ENCLOSURE DETAILS

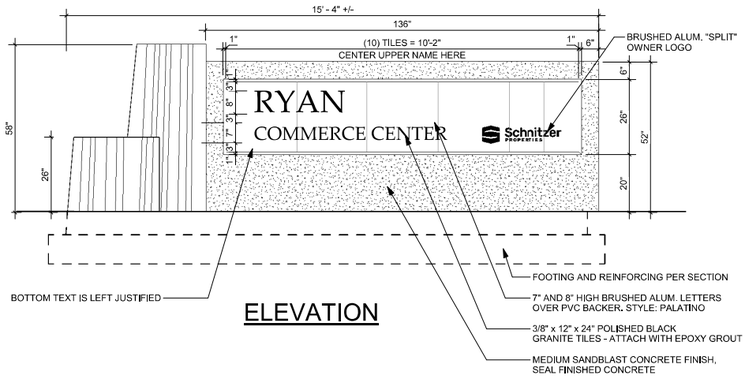
EX-H1.2

12/12/2023 3:34:23 PM

TAB H

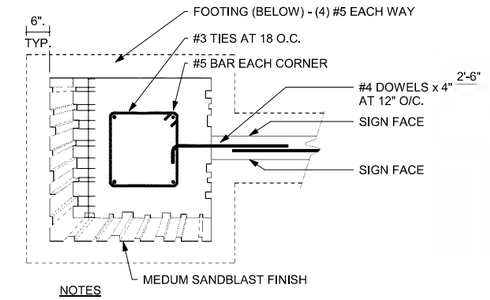


PLAN



ELEVATION

1 EX-I FLAG SIGNAGE PLAN & ELEVATION
1/2" = 1'-0"

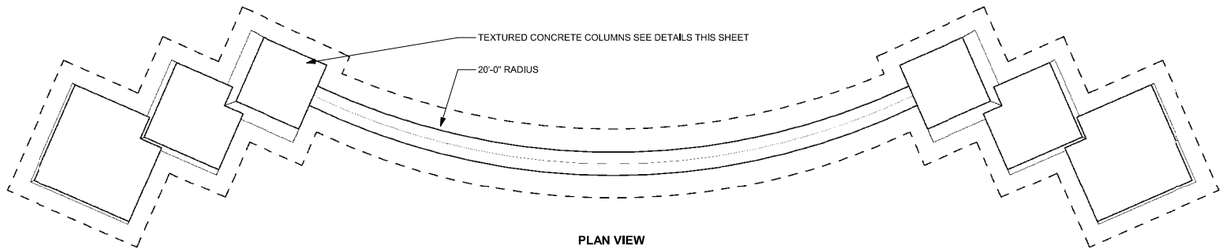


NOTES
1. REFER TO ELEVATION AND PLAN VIEWS FOR COLLUMN DIMENSIONS.
2. GROOVE WIDTHS: 1" MINIMUM, 3" MAXIMUM, RANDOM SPACING.
3. GROOVE DEPTHS: 3.4" TO 1 1/2", RANDOM SPACING.
4. BATTER IS 1" PER VERTICAL FOOT FOR ALL COLLUMKNS.

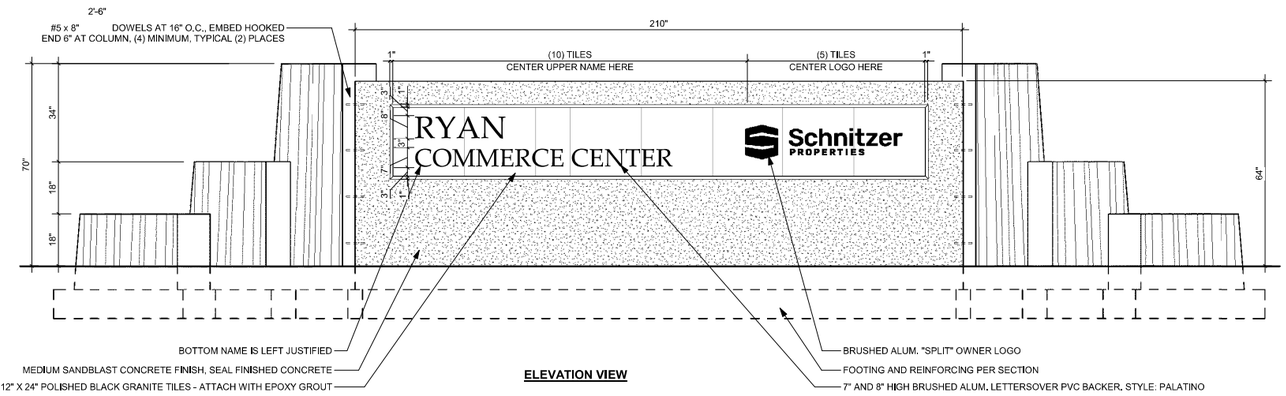
2 EX-I ENLARGED FLAG BASE
1" = 1'-0"





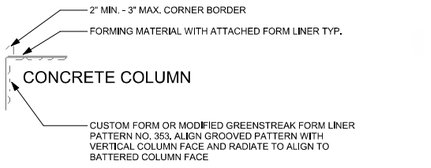


PLAN VIEW

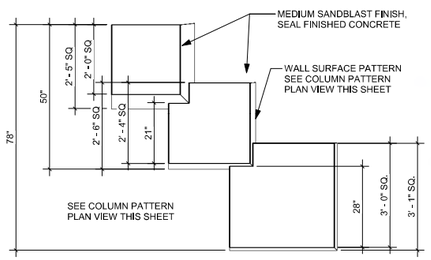


ELEVATION VIEW

3 EX-I CURVED SIGNAGE PLAN & ELEVATION
1/2" = 1'-0"



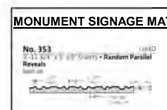
COLUMN PATTERN PLAN VIEW



COLUMN PLAN VIEW

NOTES
1. REFER TO ELEVATION FOR ADDITIONAL COLUMN DIMENSIONS.
2. GROOVE WIDTHS 1" MINIMUM, 3" MAXIMUM, RANDOM SPACING.
3. GROOVE DEPTHS: 3/4" TO 1 1/2", RANDOM SPACING.
4. BATTER IS 1" PER VERTICAL FOOT FOR ALL COLUMNS, U.O.N.
5. MAINTAIN 1 1/2" (MIN) COVER AT ALL COLUMN AND WALL REINFORCING. AT FOOTINGS, INCREASE COVER TO 3".
6. ALL FINISHED CONCRETE TO BE SEALED.

MONUMENT SIGNAGE MATERIALS



1 GREENSTREAK FORMLINER NO. 353

2 BRUSHED ALUMINUM

3 BLACK GRANITE TILE

4 SANDBLASTED CONCRETE

SCHNITZER PROPERTIES: RYAN ROAD PLANNED AREA DEVELOPMENT

12/13/23

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SCALE	PROJ. NO.
AS NOTED	********
DRAWN	CHECKED
JAB	JCS

SIGNAGE DETAILS

EX-I

12/12/2023 3:34:25 PM

TAB I

CONCEPTUAL GRADING, DRAINAGE, & UTILITY PLAN
FOR
SCHNITZER COMMERCE PARKS PAD
SEC OF RYAN RD AND ARIZONA AVE
CHANDLER, ARIZONA

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

LEGAL DESCRIPTION: PHASE 1 - RYAN COMMERCE CENTER

PARCEL 1:
A PARCEL OF PROPERTY LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 5 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 10;
THENCE CONTINUING SOUTHERLY ALONG THE CENTER LINE OF SAID SECTION 10 TO THE SOUTHERN RIGHT OF WAY OF RYAN ROAD (THE POINT OF BEGINNING);
THENCE WESTERLY ALONG THE SOUTHERN RIGHT OF WAY OF RYAN ROAD A DISTANCE OF 200 FEET;
THENCE SOUTHERLY PARALLEL WITH THE NORTH-SOUTH CENTER LINE OF THE SAID SOUTHWEST QUARTER A DISTANCE OF 218 FEET;
THENCE EASTERLY AND PARALLEL TO THE SOUTHERN RIGHT OF WAY OF RYAN ROAD A DISTANCE OF 200 FEET;
THENCE NORTHERLY ALONG SAID CENTER LINE A DISTANCE OF 218 FEET TO THE POINT OF BEGINNING.

PARCEL 2:
THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 5 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, LYING EAST OF THE SOUTHERN PACIFIC RAILROAD RIGHT-OF WAY.
EXCEPT A PARCEL OF PROPERTY LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 5 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 10;
THENCE CONTINUING SOUTHERLY ALONG THE CENTER LINE OF SAID SECTION 10 TO THE SOUTHERN RIGHT OF WAY OF RYAN ROAD (THE POINT OF BEGINNING);
THENCE WESTERLY ALONG THE SOUTHERN RIGHT OF WAY OF RYAN ROAD A DISTANCE OF 200 FEET;
THENCE SOUTHERLY PARALLEL WITH THE NORTH-SOUTH CENTER LINE OF THE SAID SOUTHWEST QUARTER A DISTANCE OF 218 FEET;
THENCE EASTERLY AND PARALLEL TO THE SOUTHERN RIGHT OF WAY OF RYAN ROAD A DISTANCE OF 200 FEET;
THENCE NORTHERLY ALONG SAID CENTER LINE A DISTANCE OF 218 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION: PHASE 2 - HAMILTON COMMERCE CENTER

PARCEL 1:
A PARCEL OF PROPERTY LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 5 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 10;
THENCE CONTINUING SOUTHERLY ALONG THE CENTER LINE OF SAID SECTION 10 TO THE SOUTHERN RIGHT OF WAY OF RYAN ROAD (THE POINT OF BEGINNING);
THENCE WESTERLY ALONG THE SOUTHERN RIGHT OF WAY OF RYAN ROAD A DISTANCE OF 200 FEET;
THENCE SOUTHERLY PARALLEL WITH THE NORTH-SOUTH CENTER LINE OF THE SAID SOUTHWEST QUARTER A DISTANCE OF 218 FEET; THENCE EASTERLY AND PARALLEL TO THE SOUTHERN RIGHT OF WAY OF RYAN ROAD A DISTANCE OF 200 FEET; THENCE NORTHERLY ALONG SAID CENTER LINE A DISTANCE OF 218 FEET TO THE POINT OF BEGINNING.

PARCEL 2:
A PARCEL OF PROPERTY LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 5 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, DESCRIBED AS FOLLOWS:
EXCEPT THAT PART COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE CONTINUING SOUTHERLY ALONG THE CENTER LINE OF SAID SECTION 10 TO THE SOUTHERN RIGHT OF WAY OF RYAN ROAD (THE POINT OF BEGINNING);
THENCE WESTERLY ALONG THE SOUTHERN RIGHT OF WAY OF RYAN ROAD A DISTANCE OF 200 FEET;
THENCE SOUTHERLY PARALLEL WITH THE NORTH-SOUTH CENTER LINE OF THE SAID SOUTHWEST QUARTER A DISTANCE OF 218 FEET; THENCE EASTERLY AND PARALLEL TO THE SOUTHERN RIGHT OF WAY OF RYAN ROAD A DISTANCE OF 200 FEET; THENCE NORTHERLY ALONG SAID CENTER LINE A DISTANCE OF 218 FEET TO THE POINT OF BEGINNING. EXCEPT ANY PORTION LYING WITHIN RAIL ROAD RIGHT OF WAY.

PARCEL 3:
LOT 2 AS DEPICTED ON THE MINOR LAND DIVISION MAP RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA IN BOOK 1191 OF MAPS, PAGE 6 BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 10, A CITY OF CHANDLER BRASS CAP IN HANDHOLE, FROM WHICH THE SOUTHWEST CORNER THEREOF, CITY OF CHANDLER BRASS CAP IN HANDHOLE, BEARS SOUTH 88 DEGREES 59 MINUTES 28 SECOND WEST (BASIS OF BEARINGS), ALONG THE SOUTHERLY LINE OF SECTION 10 AND THE CENTERLINE OF QUEEN CREEK ROAD, A DISTANCE OF 2628.24 FEET;
THENCE NORTH 00 DEGREES 23 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 10, A DISTANCE OF 566.03 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 566.00 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 10, BEING THE POINT OF BEGINNING;
THENCE SOUTH 88 DEGREES 59 MINUTES 28 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTH 566.00 FEET TO THE SOUTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 699.47 FEET;
THENCE NORTH 00 DEGREES 17 MINUTES 09 SECONDS WEST, A DISTANCE OF 758.37 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10;
THENCE NORTH 88 DEGREES 57 MINUTES 28 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, A DISTANCE OF 697.98 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE SOUTH 00 DEGREES 23 MINUTES 55 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 758.76 FEET TO THE POINT OF BEGINNING;
EXCEPT THE SOUTH 192.00 FEET THEREOF.
EXCEPT 1/2 ALL OIL, GAS AND OTHER MINERALS, AS RESERVED IN DEED RECORDED IN BOOK 351 OF DEEDS, PAGE 174, RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL 4:
THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 10 FROM WHICH THE SOUTHWEST CORNER THEREOF BEARS SOUTH 88 DEGREES 59 MINUTES 36 SECONDS WEST, 2628.10 FEET;
THENCE NORTH 00 DEGREES 23 MINUTES 51 SECONDS WEST, 80.00 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10 TO THE NORTH LINE OF THE SOUTH 80.00 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10;
THENCE LEAVING SAID EAST LINE, SOUTH 88 DEGREES 59 MINUTES 36 SECONDS WEST, 1200.47 FEET ALONG SAID NORTH LINE TO THE EAST RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD AS DESCRIBED IN BOOK 189 OF DEEDS, PAGE 525 RECORDS OF MARICOPA COUNTY, ARIZONA;
THENCE LEAVING SAID NORTH LINE, NORTH 00 DEGREES 17 MINUTES 24 SECONDS WEST, 871.20 FEET ALONG SAID EAST RIGHT OF WAY LINE TO THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 00 DEGREES 17 MINUTES 24 SECONDS WEST, 372.93 FEET ALONG SAID EAST RIGHT OF WAY LINE TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10;
THENCE LEAVING SAID EAST RIGHT OF WAY LINE, NORTH 88 DEGREES 57 MINUTES 26 SECONDS EAST, 500.04 FEET ALONG LAST SAID NORTH LINE TO THE WEST LINE OF LOT 2 OF THE MINOR LAND DIVISION FILED IN BOOK 1191 OF MAPS, PAGE 6, RECORDS OF MARICOPA COUNTY, ARIZONA;
THENCE LEAVING LAST SAID NORTH LINE, SOUTH 00 DEGREES 17 MINUTES 24 SECONDS EAST, 373.25 FEET ALONG SAID WEST LINE; THENCE LEAVING SAID WEST LINE, SOUTH 88 DEGREES 59 MINUTES 36 SECONDS WEST, 500.04 FEET TO THE POINT OF BEGINNING. EXCEPT 1/2 ALL OIL, GAS AND OTHER MINERALS, AS RESERVED IN DEED RECORDED IN BOOK 351 OF DEEDS, PAGE 174, RECORDS OF MARICOPA COUNTY, ARIZONA.

FEMA NOTES:

THE CURRENT FEMA FLOOD INSURANCE RATE MAP (FIRM) FOR THIS AREA, MAP NUMBER 04013C 2739M (EFFECTIVE REVISED DATE NOVEMBER 4, 2015), DESIGNATES THE FOLLOWING:

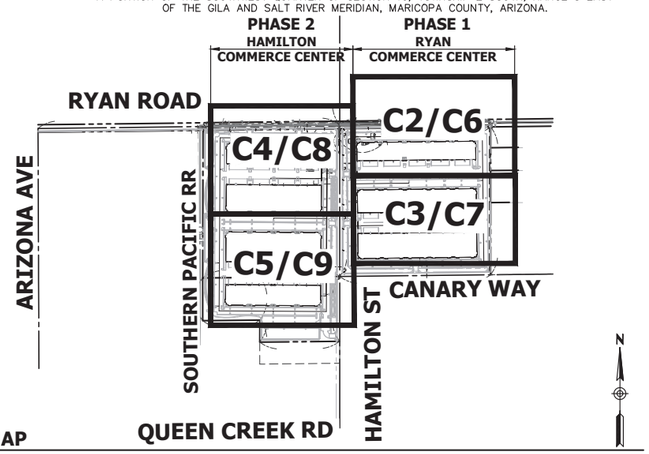
PHASE 1 – RYAN COMMERCE CENTER IS LOCATED WITHIN ZONE X.

ZONE X IS DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT, OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

PHASE 2 – HAMILTON COMMERCE CENTER IS LOCATED WITHIN ZONE X AND ZONE AH.

ZONE X IS DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT, OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

ZONE AH IS DEFINED AS AREAS WITH A 1% ANNUAL CHANCE OF SHALLOW FLOODING, USUALLY IN THE FORM OF A POND, WITH AN AVERAGE DEPTH RANGING FROM 1 TO 3 FEET.



KEYMAP N.T.S.

SHEET INDEX

	SHEET
CONCEPTUAL COVER SHEET	C1
CONCEPTUAL GRADING AND DRAINAGE PLAN	C2–C5
CONCEPTUAL UTILITY PLAN	C6–C9
CONCEPTUAL SECTIONS	C10

EXISTING LEGEND

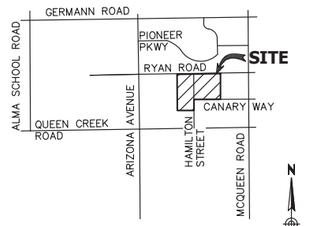
CENTERLINE
RIGHT OF WAY
PROPERTY LINE
EASEMENT
MAJOR CONTOUR 1285
MINOR CONTOUR 1283
SANITARY SEWERLINE SS
WATERLINE W
CHAIN LINK FENCE
STREET LIGHT
SANITARY SEWER MANHOLE
WATER VALVE
FIRE HYDRANT
SPOT ELEVATION 1284.92 EG
ELECTRICAL RISER
WATER METER
EX FLOW ARROW

PROPOSED LEGEND

CONTOUR 82
SEWERLINE
WATERLINE
FIRELINE
GRADE BREAK
STORM PIPE
FLOW ARROW
FIRE HYDRANT
TAPPING SLEEVE
DRYWELL
SPOT ELEVATION 99.10P
CATCH BASIN
WATER METER
BACKFLOW PREVENTER
RIPRAP
PROPERTY CORNER
PHASE LINE
VISIBILITY TRIANGLES
FLOOD ZONE AH

ABBREVIATIONS

APN	ASSESSOR PARCEL NUMBER	HP	HIGH POINT	R/W	RIGHT OF WAY
BC	BACK OF CURB	HW	HIGH WATER	SD	STORM DRAIN
BOT	BOTTOM	IE	INVERT ELEVATION	SF	SQUARE FEET
C	CONCRETE	IRR	IRRIGATION	SS	SANITARY SEWER
℄	CENTERLINE	LF	LINEAR FEET	SW	SIDEWALK
CF	CUBIC FEET	LP	LOW POINT	STA	STATION
CFS	CUBIC FEET PER SECOND	MCR	MARICOPA COUNTY RECORDER	SY	SQUARE YARDS
CY	CUBIC YARD	ML	MATCH LINE	TC	TOP OF CURB
DE	DRAINAGE EASEMENT	M	MONUMENT LINE	TEL	TELEPHONE
DW	DRYWELL	MUTE	MULTI USE TRAIL EASEMENT	TF	TOP OF FOOTING
EA	EACH	NTS	NOT TO SCALE	THR	TOP OF HANDRAIL
EL	ELEVATION	OHE	OVERHEAD ELECTRIC	TS	TRAFFIC SIGNAL
EP	EDGE OF PAVEMENT	P	PAVEMENT	UGFO	UNDERGROUND FIBER OPTIC
ESMT	EASEMENT	PAE	PUBLIC ACCESS EASEMENT	UGE	UNDERGROUND ELECTRIC
EG	EXISTING GRADE	PDE	PUBLIC DRAINAGE EASEMENT	UGT	UNDERGROUND TELEPHONE
EX	EXISTING	P	PROPERTY LINE	UTS	UNDERGROUND TRAFFIC SIGNAL
FC	FACE OF CURB	POB	POINT OF BEGINNING	VG	VALLEY GUTTER
FF	FINISH FLOOR	POC	POINT OF COMMENCEMENT	VNAE	VEHICULAR NON-ACCESS EASEMENT
FG	FINISH GRADE	PUE	PUBLIC UTILITY EASEMENT	VOL	VOLUME
FL	FLOWLINE	PUFE	PUBLIC UTILITY FACILITIES EASEMENT	VP	VOLUME PROVIDED
FT/FT	FOOT PER FOOT	PVI	POINT OF VERTICAL INTERSECTION	VR	VOLUME REQUIRED
FM	FORCE MAIN	PVMT	PAVEMENT	W	WATER
G	GUTTER	PC	PAVEMENT/CONCRETE	WLE	WATER LINE EASEMENT
GB	GRADE BREAK			WV	WATER VALVE
GR	GRATE				



VICINITY MAP NTS

OWNER/DEVELOPER

SCHNITZER PROPERTIES
1121 SW SALMON STREET
PORTLAND, OREGON 97205
CONTACT: ROBERT STRYS
PHONE: (503) 973-0202
EMAIL: ROBERTS@SCHNITZERPROPERTIES.COM

CIVIL ENGINEER

HUNTER ENGINEERING, INC.
10446 N. 74TH STREET, SUITE #140
SCOTTSDALE, ARIZONA 85258
CONTACT: JEFF HUNTER
PHONE: (480) 991-3985
EMAIL: JHUNTER@HUNTERENGINEERINGPC.COM

ARCHITECT

VLMK ENGINEERING + DESIGN
3933 S. KELLY AVENUE
PORTLAND, OREGON 97239
CONTACT: JERICHO BANKSTON
PHONE: (971) 254-8298
EMAIL: JERICHOB@VLMK.COM

BASIS OF BEARING

BASIS OF BEARING FOR THIS SURVEY IS A BEARING OF NORTH 89°19'17" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO THE PLAT OF AMENDED RESULTS OF SURVEY, RECORDED IN BOOK 66, PAGE 38, MARICOPA COUNTY RECORDS, ARIZONA.

OVERLAY DISTRICT

THIS SUBDIVISION IS WITHIN CHANDLER MUNICIPAL AIRPORT IMPACT OVERLAY DISTRICT. AN AVIATION OR AVIGATION EASEMENT SHALL BE PROVIDED AT THE TIME OF FINAL PLATTING.

APN

PHASE 1 – RYAN COMMERCE CENTER: 303-33-001 A & B
PHASE 2 – HAMILTON COMMERCE CENTER: 303-33-008 A & B, 303-33-017J, 303-33-017M

ZONING

EXISTING ZONING. . . . . .AG1 & RU-43
PROPOSED ZONING. . . . . .PAD

PROPOSED LOTS

LOT 1 (PHASE 1) – RYAN COMMERCE CENTER
– 37.36 AC (NET)
– 40.15 AC (GROSS)
LOT 2 (PHASE 2) – HAMILTON COMMERCE CENTER
– 47.57 AC (NET)
– 49.76 AC (GROSS)

BENCHMARK

BENCHMARK NUMBER #40A
SECTION 10, T2S, R5E, CITY OF CHANDLER BRASS CAP IN HANDHOLE AT THE INTERSECTION OF TUMBLEWEED PARK ROAD AND PIONEER PARKWAY: 1300' SOUTH OF GERMANN ROAD AND 700' WEST OF MCQUEEN ROAD, (NORTHING 827154.945 EASTING 727632.268)
(EQUATION) = 1222.715 (NGVD 29 DATUM) + 1.696
ELEVATION = 1224.41 (NAVD 88 DATUM)

RETENTION CALCULATIONS

GROSS AREA: 89.92 ACRES

RETENTION REQUIRED:

$V_R = (C)*(D)*(A)*1.1$, D=2.2 (100YR-2HR EVENT)

$V_R = (0.90)*(2.2/12)*(89.92*43,560)*(1.1)$ = 710,920 CF

RETENTION PROVIDED:

U.G. PIPE #1	66,445 CF
U.G. PIPE #2	103,280 CF
U.G. PIPE #3	89,614 CF
U.G. PIPE #4	29,452 CF
U.G. PIPE #5	34,793 CF
BASIN #1	11,173 CF
BASIN #2	7,466 CF
BASIN #3	57,463 CF
BASIN #4	42,491 CF
BASIN #5	65,046 CF
BASIN #6	36,191 CF
BASIN #7	169,389 CF
TOTAL PROVIDED	712,800 CF

NO.	DATE	REVISION	BY

PURPOSE: 3RD CONCEPTUAL SUBMITTAL

DESIGN BY: GH
DRAWN BY: GM
CHECKED BY: GH

HUNTER ENGINEERING
CIVIL AND SURVEY
10446 NORTH 74TH STREET, SUITE 140
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

Registered Professional Engineer (Civil) CERTIFICATE NO. 35249 JEFF M. HUNTER Date 12-16-22

CONCEPTUAL GRADING, DRAINAGE & UTILITY PLAN FOR SCHNITZER COMMERCE PARKS PAD SEC OF RYAN RD AND ARIZONA AVE CHANDLER, ARIZONA

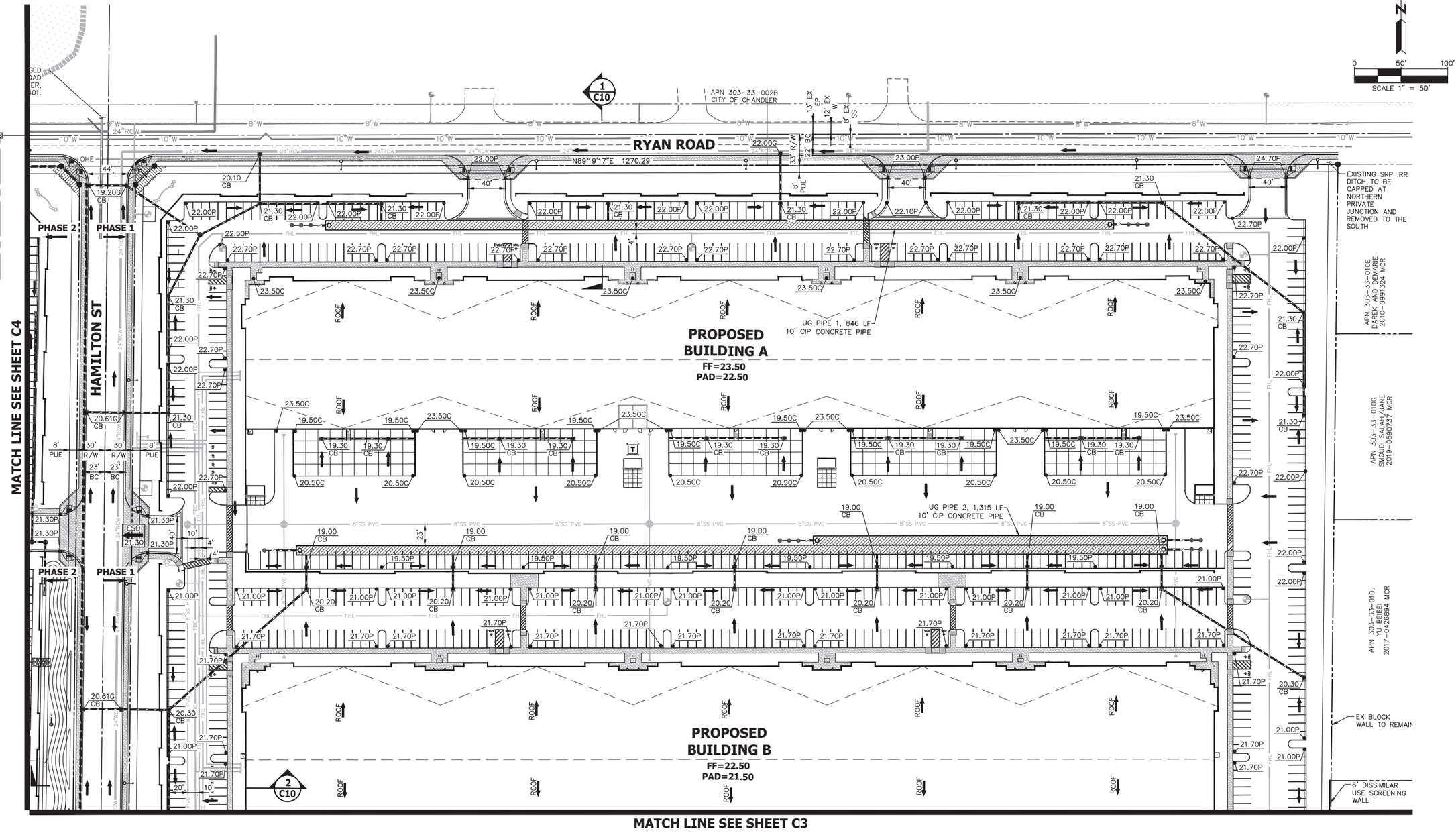
CONTACT ARIZONA 811 AT LEAST 2 FULL WORKING DAYS BEFORE YOU BEGIN EXCAVATION
ARIZONA811 CALL 811 OR CLICK AZBLUESTAKE.COM

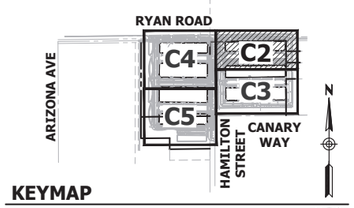
THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

PROJECT NAME: COMMERCE CENTER

HE NO.: VLMK003
SCALE: NTS

SHEET: C1





KEYMAP

N.T.S.

NO.	DATE	REVISION	BY

PURPOSE: 3RD CONCEPTUAL SUBMITTAL

DESIGN BY: GH
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CHECKED BY: GH

HUNTER ENGINEERING
CIVIL AND SURVEY
10446 NORTH 74TH STREET, SUITE 140
SCOTTSDALE, AZ 85258
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Registered Professional Engineer (Civil)
CERTIFICATE NO. 35249
JEFF M. HUNTER
Date Signed 12-15-23
ARIZONA, U.S.A.

CONCEPTUAL GRADING AND DRAINAGE PLAN FOR SCHNITZER COMMERCE PARKS PAD SEC OF RYAN RD AND ARIZONA AVE CHANDLER, ARIZONA

CONTACT ARIZONA 811 AT LEAST 2 FULL WORKING DAYS BEFORE YOU BEGIN EXCAVATION
ARIZONA811
CALL 811 OR CLICK ARIZONA811.COM

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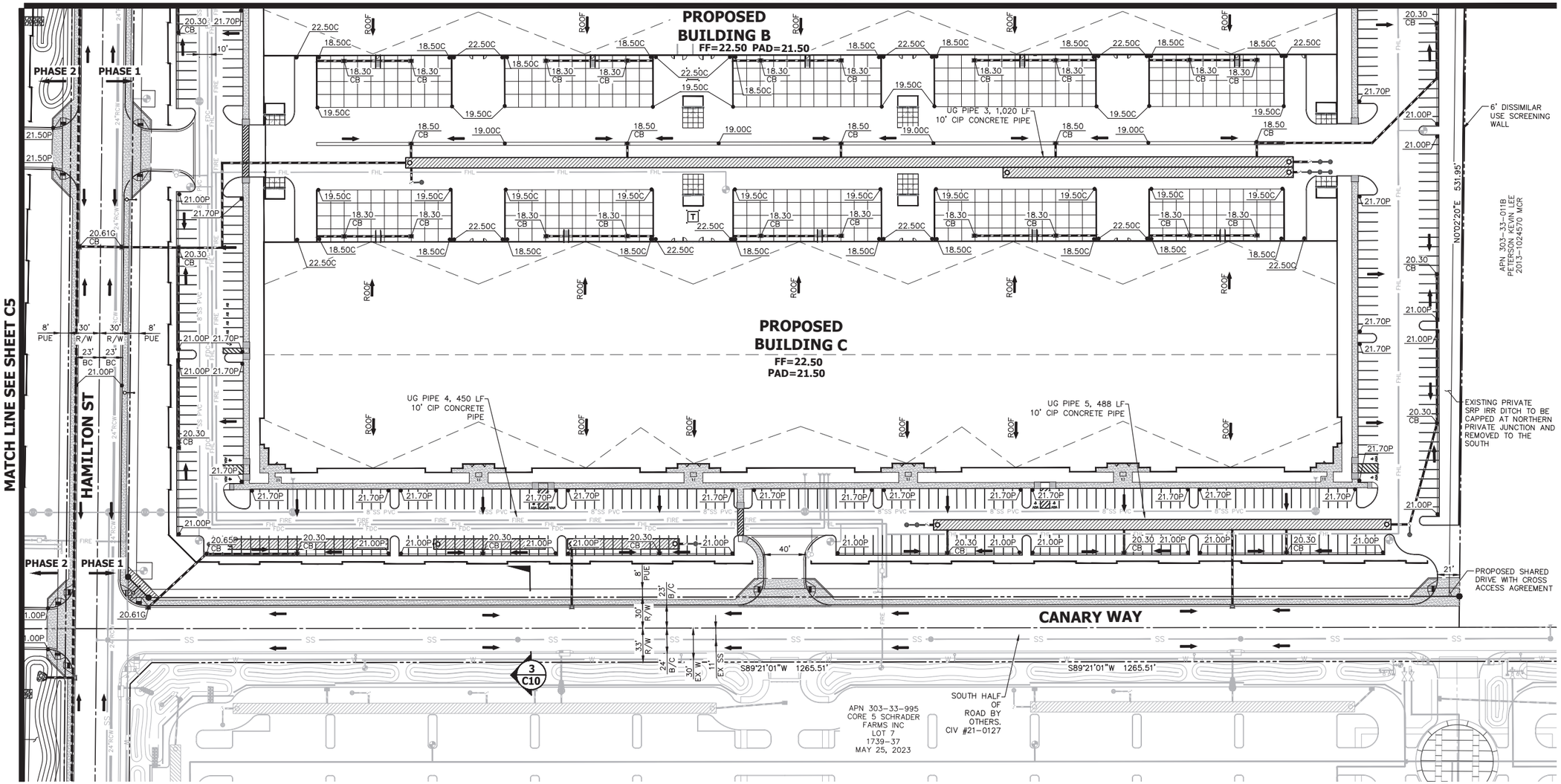
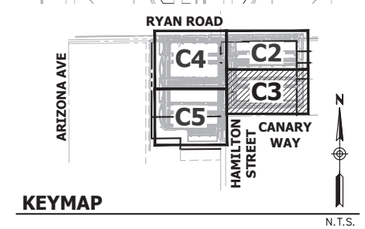
PROJECT NAME: COMMERCE CENTER

HE NO.: VLMK003
SCALE: 1"=50'

SHEET: C2





NO.	REVISION	DATE	BY

PURPOSE:
3RD CONCEPTUAL SUBMITTAL

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DRAWN BY: GM
CHECKED BY: GH

HUNTER ENGINEERING
CIVIL AND SURVEY
10446 NORTH 74TH STREET, SUITE 140
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Registered Professional Engineer (Civil)
CERTIFICATE NO.
35249
JEFF M. HUNTER
12-16-25

CONCEPTUAL GRADING AND DRAINAGE PLAN FOR SCHNITZER COMMERCE PARKS PAD SEC OF RYAN RD AND ARIZONA AVE CHANDLER, ARIZONA

CONTACT ARIZONA 811 AT LEAST 2 FULL WORKING DAYS BEFORE YOU BEGIN EXCAVATION
ARIZONA811 BLUE STAKE, INC.
CALL 811 OR CLICK ARIZONA811.COM

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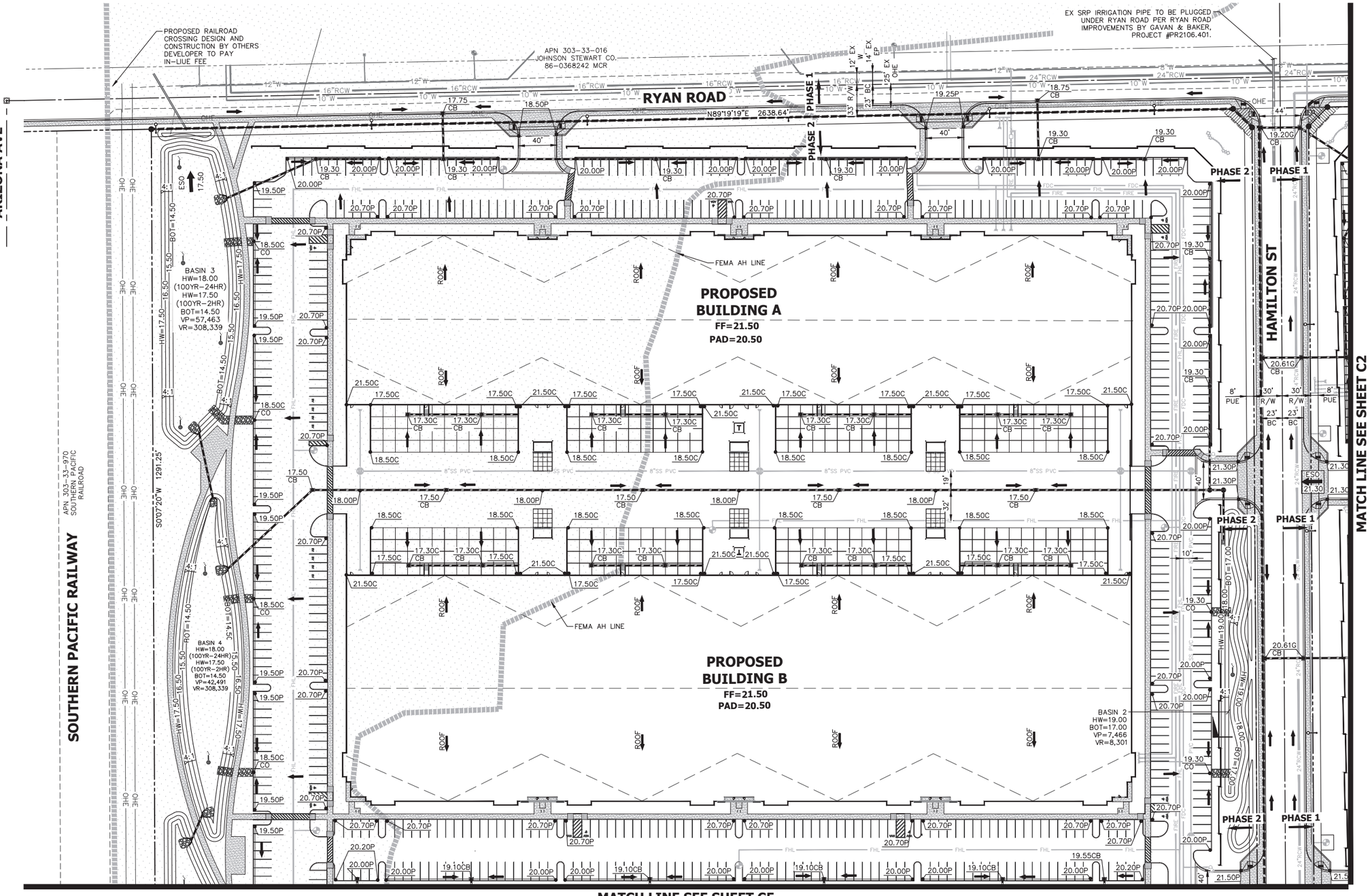
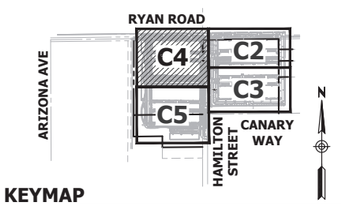
PROJECT NAME:
COMMERCE CENTER

HE NO.: VLMK003
SCALE: 1"=50'

SHEET:
C3





0 50' 100'
SCALE 1" = 50'

NO.	DATE	REVISION	BY

PURPOSE: 3RD CONCEPTUAL SUBMITTAL

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HUNTER ENGINEERING
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Registered Professional Engineer (Civil) CERTIFICATE NO. 35249 JEFF M. HUNTER Date Signed 12-16-22

CONCEPTUAL GRADING AND DRAINAGE PLAN FOR SCHNITZER COMMERCE PARKS PAD SEC OF RYAN RD AND ARIZONA AVE CHANDLER, ARIZONA

CONTACT ARIZONA 811 AT LEAST 2 FULL WORKING DAYS BEFORE YOU BEGIN EXCAVATION
AR ZONA811 ARIZONA BLUE STAKE, INC.
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PROJECT NAME: COMMERCE CENTER

HE NO.: VLMK003
SCALE: 1"=50'

SHEET: C4

MATCH LINE SEE SHEET C4

MATCH LINE SEE SHEET C3

SOUTHERN PACIFIC RAILWAY

APN 303-33-971
SOUTHERN PACIFIC RAILROAD

PROPOSED BUILDING C
FF=21.50
PAD=20.50

PROPOSED BUILDING D
FF=21.50
PAD=20.50

FEMA AH LINE

HAMILTON ST

PHASE 2

PHASE 1

BASIN 5
HW=18.00
(100YR-24HR)
HW=17.50
(100YR-2HR)
BOT=14.50
VP=65,046
VR=308,339

BASIN 6
HW=18.00
(100YR-24HR)
HW=17.50
(100YR-2HR)
BOT=14.50
VP=36,191
VR=308,339

BASIN 1
HW=19.00
BOT=17.00
VP=11,173
VR=9,962

BASIN 7
HW=17.50
BOT=14.50
VP=169,389
VR=60,877

S0°07'20"W 1291.25'

S0°00'09"W 631.34'

N89°23'51"E 500.08'

N89°23'49"E 699.25'

APN 303-33-017J
575 E RYAN ROAD LLC
2021-1089343

APN 303-33-017N
FAITH FAMILY CHURCH INC
2014-0631137 MCR

0 50' 100'
SCALE 1" = 50'

NO.	DATE	REVISION	BY

PURPOSE:
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SCOTTSDALE, AZ 85258
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F 480 991 3986

Registered Professional Engineer (Civil)
CERTIFICATE NO.
35249
JEFF M.
HUNTER
12-16-22

CONCEPTUAL GRADING AND DRAINAGE PLAN FOR SCHNITZER COMMERCE PARKS PAD SEC OF RYAN RD AND ARIZONA AVE CHANDLER, ARIZONA

CONTACT ARIZONA 811 AT LEAST 2 FULL WORKING DAYS BEFORE YOU BEGIN EXCAVATION
ARIZONA811
CALL 811 OR CLICK ARIZONA811.COM

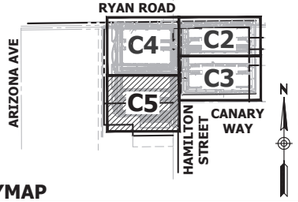
THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

PROJECT NAME:
COMMERCE CENTER

HE NO.: VLMK003
SCALE: 1"=50'

SHEET:
C5

KEYMAP



RYAN ROAD

ARIZONA AVE

HAMILTON STREET

CONNECT TO EXISTING WATER LINE

PROPOSED WATER MAIN EXTENSION

S89°19'17"W 2640.61'

PHASE 2 | PHASE 1

PROPOSED BUILDING A
FF=23.50

PROPOSED BUILDING B
FF=22.50

PROP FH

FIRE HYDRANT LOOP

PROPOSED LANDSCAPE IRRIGATION METER, BFP, AND STUB

FDC LINE

FIRE LINE

DOM LINE

PROPOSED DOMESTIC WATER METER AND BFP

PROPOSED BFP

PROPOSED SWING CHECK VALVE

SEWER

PROP SSMH

PROP SEWER

PROP FDC

PROP 6" FH LINE

PROPOSED WATER LINE

PROPOSED SEWER

PROPOSED WATER MAIN EXTENSION

DOM WATER

APN 303-33-010E
DAREK AND DEMARIE
2010-0991324 MCR

APN 303-33-010G
SMOUDI SALAH/JANE
2019-0590737 MCR

APN 303-33-010J
YU BEIBEI
2017-0426894 MCR

NO°02'20"E 1262.50'

MATCH LINE SEE SHEET C8

MATCH LINE SEE SHEET C7

0 50' 100'
SCALE 1" = 50'

KEYMAP

RYAN ROAD | ARIZONA AVE | CANARY WAY | HAMILTON STREET | C6 | C7 | C8 | C9 | N | N.T.S.

NO.	DATE	REVISION	BY

PURPOSE:
3RD CONCEPTUAL SUBMITTAL

DESIGN BY: GH
DRAWN BY: GM
CHECKED BY: GH

HUNTER ENGINEERING
CIVIL AND SURVEY
10450 NORTH 74TH STREET,
SUITE 200
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T 480 991 3985
F 480 991 3986

Registered Professional Engineer (Civil)
CERTIFICATE NO.
35249
JEFF M.
HUNTER
12-16-23

CONCEPTUAL UTILITY PLAN FOR SCHNITZER COMMERCE PARKS PAD SEC OF RYAN RD AND ARIZONA AVE CHANDLER, ARIZONA

CONTACT ARIZONA 811 AT LEAST 2 FULL WORKING DAYS BEFORE YOU BEGIN EXCAVATION
ARIZONA811 BLUE STAKE, INC.
CALL 811 OR CLICK ARIZONA811.COM

THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

PROJECT NAME:
COMMERCE CENTER

HE NO.: VLMK003
SCALE: 1"=50'

SHEET:
C6

MATCH LINE SEE SHEET C6

MATCH LINE SEE SHEET C9

PROPOSED BUILDING B
FF=22.50

PROPOSED BUILDING C
FF=22.50

HAMILTON STREET

CANARY WAY

PHASE 2 | PHASE 1

FIRE HYDRANT LOOP

PROP FH

PROP SSMH

PROP FDC

PROP 6" FH LINE

PROP WATER MAIN EXTENSION

PROP SEWER

PROP SEWER MAINEXTENSION

PROP LIFT STATION

CONNECT TO EXISTING WATER LINE CIV #21-0127

CONNECT TO EXISTING SEWER LINE CIV #21-0127

EX PUBLIC FH

S89°21'01"W 1265.51'

N0°02'20"E 531.95'

APN 303-33-011B
PETERSON KEVIN LEE
2013-1024570 MCR

APN 303-33-006S
SCHRADER FARMS INC
1983-0274890 MCR

SEWER
DOM WATER
FIRE RISER
FDC LINE

PROP FH

PROP FDC

PROPOSED DOMESTIC WATER LINE

PROP SWING CHECK VALVE

PROPOSED LANDSCAPE IRRIGATION METER, BFP, AND STUB

PROP BFP

PROPOSED DOMESTIC WATER METER AND BFP

CONNECT TO EXISTING WATER LINE

EX WATER/ SEWER CIV 21-0127

IF CIV# 21-0127 HAS NOT COMPLETED THE WATER/ SEWER EXTENSIONS, THIS PROJECT WILL BE REQUIRED TO EXTEND THE WATER/ SEWER MAINS IN HAMILTON STREET SOUTH TO QUEEN CREEK ROAD

0 50' 100'
SCALE 1" = 50'

RYAN ROAD
ARIZONA AVE
C8 C6 C7 C9
CANARY WAY
HAMILTON STREET
KEYMAP
N.T.S.

NO.	DATE	REVISION	BY

PURPOSE: 3RD CONCEPTUAL SUBMITTAL

DESIGN BY: GH
DRAWN BY: GM
CHECKED BY: GH

HUNTER ENGINEERING
CIVIL AND SURVEY
10450 NORTH 74TH STREET, SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

Registered Professional Engineer (Civil) CERTIFICATE NO. 35249 JEFF M. HUNTER 12-16-25

CONCEPTUAL UTILITY PLAN FOR SCHNITZER COMMERCE PARKS PAD SEC OF RYAN RD AND ARIZONA AVE CHANDLER, ARIZONA

CONTACT ARIZONA 811 AT LEAST 2 FULL WORKING DAYS BEFORE YOU BEGIN EXCAVATION
ARIZONA811 BLUE STAKE, INC.
CALL 811 OR CLICK ARIZONA811.COM

THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

PROJECT NAME: COMMERCE CENTER

HE NO.: VLMK003
SCALE: 1"=50'

SHEET: C7

RYAN ROAD

ARIZONA AVE

HAMILTON STREET

PHASE 1

PHASE 2

N89°19'19"E 2638.64'

S00°07'20"W 1291.25'

CONNECT TO EXISTING WATER LINE

PROPOSED DOMESTIC WATER METER AND BFP

PROPOSED LANDSCAPE IRRIGATION METER, BFP, AND STUB

PROPOSED BFP

PROPOSED SWING CHECK VALVE

PROP FDC

PROP FH

FIRE HYDRANT LOOP

FIRE LINE

FDC LINE

DOM WATER

FIRE LINE DOM WATER

PROPOSED BUILDING A
FF=21.50

PROPOSED BUILDING B
FF=21.50

PROP SSMH

PROP SEWER

SEWER

PROP 6" FH LINE

PROPOSED WATER LINE

MATCH LINE SEE SHEET C6

MATCH LINE SEE SHEET C9

0 50' 100'
SCALE 1" = 50'

N

NO.	DATE	REVISION	BY

PURPOSE:
3RD CONCEPTUAL SUBMITTAL

DESIGN BY: GH
DRAWN BY: GM
CHECKED BY: GH

HUNTER ENGINEERING
CIVIL AND SURVEY
10450 NORTH 74TH STREET, SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

Registered Professional Engineer (Civil)
CERTIFICATE NO.
35249
JEFF M. HUNTER
12-16-22

CONCEPTUAL UTILITY PLAN FOR SCHNITZER COMMERCE PARKS PAD SEC OF RYAN RD AND ARIZONA AVE CHANDLER, ARIZONA

CONTACT ARIZONA 811 AT LEAST 2 FULL WORKING DAYS BEFORE YOU BEGIN EXCAVATION
ARIZONA811
CALL 811 OR CLICK ARIZONA811.COM

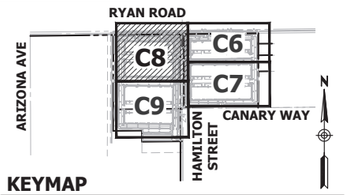
THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

PROJECT NAME:
COMMERCE CENTER

HE NO.: VLMK003
SCALE: 1"=50'

SHEET:
C8

KEYMAP



MATCH LINE SEE SHEET C8

MATCH LINE SEE SHEET C7

PROPOSED BUILDING C
FF=21.50

PROPOSED BUILDING D
FF=21.50

HAMILTON STREET

PHASE 2

PHASE 1

FIRE HYDRANT LOOP

PROP FH

SEWER

PROP SSMH

PROP SEWER

8"SS PVC

6"SS PVC

PROP 6" FIRE HYDRANT LINE

FDC LINE

FIRE RISER

DOM WATER

PROPOSED WATER LINE

PROP BFP

PROP SWING CHECK VALVE

PROP LIFT STATION

PROPOSED DOMESTIC WATER METER AND BFP

PROPOSED LANDSCAPE IRRIGATION METER, BFP, AND STUB

FIRE LINE

EX PUBLIC FH

S0°07'20"W 1291.25'

N89°23'51"E 500.08'

N89°23'49"E 699.25'

APN 303-33-017H
CHANDLER CREEK LP
2011-08224454 MCR

APN 303-33-017N
FAITH FAMILY CHURCH INC
2014-0631137 MCR

N.T.S.

KEYMAP

RYAN ROAD

ARIZONA AVE

CANARY WAY

HAMILTON STREET

C6 C7 C8 C9

NO.	DATE	REVISION	BY

PURPOSE:
3RD CONCEPTUAL SUBMITTAL

DESIGN BY: GH
DRAWN BY: GM
CHECKED BY: GH

HUNTER ENGINEERING
CIVIL AND SURVEY
10450 NORTH 74TH STREET, SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

Registered Professional Engineer (Civil)
CERTIFICATE NO.
35249
JEFF M. HUNTER
12-16-22

CONCEPTUAL UTILITY PLAN FOR SCHNITZER COMMERCE PARKS PAD SEC OF RYAN RD AND ARIZONA AVE CHANDLER, ARIZONA

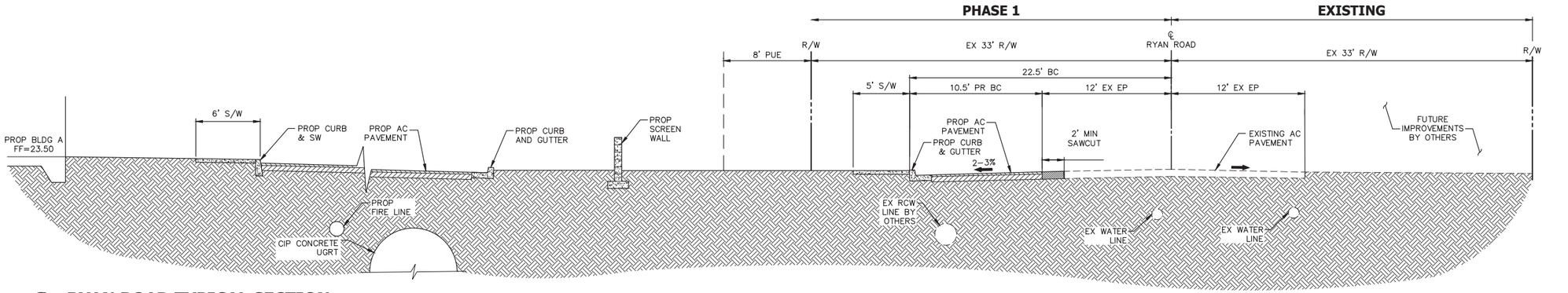
CONTACT ARIZONA 811 AT LEAST 2 FULL WORKING DAYS BEFORE YOU BEGIN EXCAVATION
ARIZONA811
CALL 811 OR CLICK ARIZONA811.COM

THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

PROJECT NAME: COMMERCE CENTER

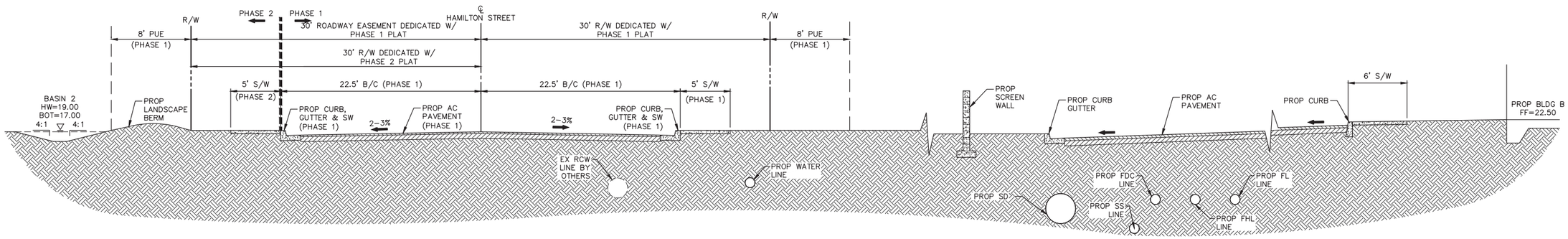
HE NO.: VLMK003
SCALE: 1"=50'

SHEET: C9



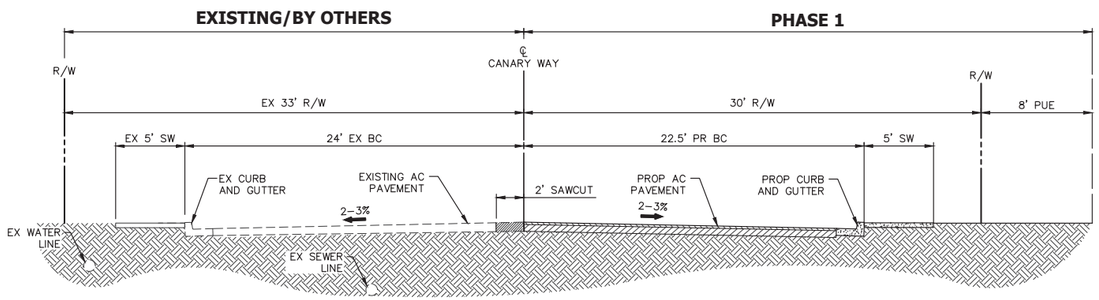
1 RYAN ROAD TYPICAL SECTION

NTS



2 HAMILTON STREET TYPICAL SECTION

NTS



3 CANARY WAY TYPICAL SECTION

NTS

NO.	DATE	REVISION	BY

PURPOSE: 3RD CONCEPTUAL SUBMITTAL

DESIGN BY: GH
DRAWN BY: GM
CHECKED BY: GH

HUNTER ENGINEERING
CIVIL AND SURVEY
10450 NORTH 74TH STREET, SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

Registered Professional Engineer (Civil) CERTIFICATE NO. 35249 JEFF M. HUNTER Date Signed 12-15-23 Exp. 12-31-2024

CONCEPTUAL SECTIONS FOR SCHNITZER COMMERCE PARKS PAD SEC OF RYAN RD AND ARIZONA AVE CHANDLER, ARIZONA

CONTACT ARIZONA 811 AT LEAST 2 FULL WORKING DAYS BEFORE YOU BEGIN EXCAVATION
ARIZONA811
CALL 811 OR CLICK ARIZONA811.COM

THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

PROJECT NAME: COMMERCE CENTER

HE NO.: VLMK003
SCALE: NTS

SHEET: C10

PLH 22-0028

TAB J

PRELIMINARY PLAT
FOR
SCHNITZER COMMERCE PARKS PAD
SEC OF RYAN RD AND ARIZONA AVE
CHANDLER, ARIZONA

A PORTION OF THE SOUTH HALF OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

LEGAL DESCRIPTION: PHASE 1 - RYAN COMMERCE CENTER

PARCEL 1:
A PARCEL OF PROPERTY LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 5 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 10;
THENCE CONTINUING SOUTHERLY ALONG THE CENTER LINE OF SAID SECTION 10 TO THE SOUTHERN RIGHT OF WAY OF RYAN ROAD (THE POINT OF BEGINNING);
THENCE WESTERLY ALONG THE SOUTHERN RIGHT OF WAY OF RYAN ROAD A DISTANCE OF 200 FEET;
THENCE SOUTHERLY PARALLEL WITH THE NORTH–SOUTH CENTER LINE OF THE SAID SOUTHWEST QUARTER A DISTANCE OF 218 FEET;
THENCE EASTERLY AND PARALLEL TO THE SOUTHERN RIGHT OF WAY OF RYAN ROAD A DISTANCE OF 200 FEET;
THENCE NORTHERLY ALONG SAID CENTER LINE A DISTANCE OF 218 FEET TO THE POINT OF BEGINNING.

PARCEL 2:
THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 5 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, LYING EAST OF THE SOUTHERN PACIFIC RAILROAD RIGHT–OFWAY.
EXCEPT A PARCEL OF PROPERTY LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 5 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 10;
THENCE CONTINUING SOUTHERLY ALONG THE CENTER LINE OF SAID SECTION 10 TO THE SOUTHERN RIGHT OF WAY OF RYAN ROAD (THE POINT OF BEGINNING);
THENCE WESTERLY ALONG THE SOUTHERN RIGHT OF WAY OF RYAN ROAD A DISTANCE OF 200 FEET;
THENCE SOUTHERLY PARALLEL WITH THE NORTH–SOUTH CENTER LINE OF THE SAID SOUTHWEST QUARTER A DISTANCE OF 218 FEET;
THENCE EASTERLY AND PARALLEL TO THE SOUTHERN RIGHT OF WAY OF RYAN ROAD A DISTANCE OF 200 FEET;
THENCE NORTHERLY ALONG SAID CENTER LINE A DISTANCE OF 218 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION: PHASE 2 - HAMILTON COMMERCE CENTER

PARCEL 1:
A PARCEL OF PROPERTY LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 5 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 10;
THENCE CONTINUING SOUTHERLY ALONG THE CENTER LINE OF SAID SECTION 10 TO THE SOUTHERN RIGHT OF WAY OF RYAN ROAD (THE POINT OF BEGINNING);
THENCE WESTERLY ALONG THE SOUTHERN RIGHT OF WAY OF RYAN ROAD A DISTANCE OF 200 FEET;
THENCE SOUTHERLY PARALLEL WITH THE NORTH–SOUTH CENTER LINE OF THE SAID SOUTHWEST QUARTER A DISTANCE OF 218 FEET; THENCE EASTERLY AND PARALLEL TO THE SOUTHERN RIGHT OF WAY OF RYAN ROAD A DISTANCE OF 200 FEET; THENCE NORTHERLY ALONG SAID CENTER LINE A DISTANCE OF 218 FEET TO THE POINT OF BEGINNING.

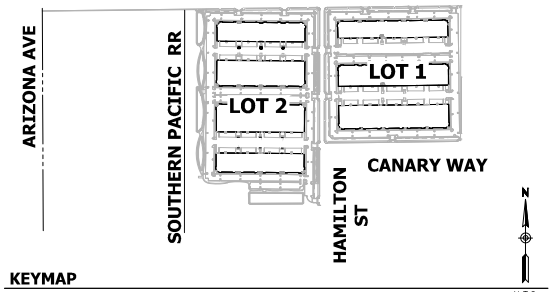
PARCEL 2:
A PARCEL OF PROPERTY LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 5 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA, DESCRIBED AS FOLLOWS:
EXCEPT THAT PART COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE CONTINUING SOUTHERLY ALONG THE CENTER LINE OF SAID SECTION 10 TO THE SOUTHERN RIGHT OF WAY OF RYAN ROAD (THE POINT OF BEGINNING);
THENCE WESTERLY ALONG THE SOUTHERN RIGHT OF WAY OF RYAN ROAD A DISTANCE OF 200 FEET;
THENCE SOUTHERLY PARALLEL WITH THE NORTH–SOUTH CENTER LINE OF THE SAID SOUTHWEST QUARTER A DISTANCE OF 218 FEET; THENCE EASTERLY AND PARALLEL TO THE SOUTHERN RIGHT OF WAY OF RYAN ROAD A DISTANCE OF 200 FEET; THENCE NORTHERLY ALONG SAID CENTER LINE A DISTANCE OF 218 FEET TO THE POINT OF BEGINNING. EXCEPT ANY PORTION LYING WITHIN RAIL ROAD RIGHT OF WAY.

PARCEL 3:
LOT 2 AS DEPICTED ON THE MINOR LAND DIVISION MAP RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA IN BOOK 1191 OF MAPS, PAGE 6 BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 10, A CITY OF CHANDLER BRASS CAP IN HANDHOLE, FROM WHICH THE SOUTHWEST CORNER THEREOF, CITY OF CHANDLER BRASS CAP IN HANDHOLE, BEARS SOUTH 88 DEGREES 59 MINUTES 28 SECOND WEST (BASIS OF BEARINGS), ALONG THE SOUTHERLY LINE OF SECTION 10 AND THE CENTERLINE OF QUEEN CREEK ROAD, A DISTANCE OF 2628.24 FEET;
THENCE NORTH 00 DEGREES 23 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 10, A DISTANCE OF 566.03 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 566.00 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 10, BEING THE POINT OF BEGINNING;
THENCE SOUTH 88 DEGREES 59 MINUTES 28 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTH 566.00 FEET TO THE SOUTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 699.47 FEET;
THENCE NORTH 00 DEGREES 17 MINUTES 09 SECONDS WEST, A DISTANCE OF 758.37 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10;
THENCE NORTH 88 DEGREES 57 MINUTES 28 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, A DISTANCE OF 697.98 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE SOUTH 00 DEGREES 23 MINUTES 55 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 758.76 FEET TO THE POINT OF BEGINNING;
EXCEPT THE SOUTH 192.00 FEET THEREOF.
EXCEPT 1/2 ALL OIL, GAS AND OTHER MINERALS, AS RESERVED IN DEED RECORDED IN BOOK 351 OF DEEDS, PAGE 174, RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL 4:
THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 10 FROM WHICH THE SOUTHWEST CORNER THEREOF BEARS SOUTH 88 DEGREES 59 MINUTES 36 SECONDS WEST, 2628.10 FEET;
THENCE NORTH 00 DEGREES 23 MINUTES 51 SECONDS WEST, 80.00 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10 TO THE NORTH LINE OF THE SOUTH 80.00 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10;
THENCE LEAVING SAID EAST LINE, SOUTH 88 DEGREES 59 MINUTES 36 SECONDS WEST, 1200.47 FEET ALONG SAID NORTH LINE TO THE EAST RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD AS DESCRIBED IN BOOK 189 OF DEEDS, PAGE 525 RECORDS OF MARICOPA COUNTY, ARIZONA;
THENCE LEAVING SAID NORTH LINE, NORTH 00 DEGREES 17 MINUTES 24 SECONDS WEST, 871.20 FEET ALONG SAID EAST RIGHT OF WAY LINE TO THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 00 DEGREES 17 MINUTES 24 SECONDS WEST, 372.93 FEET ALONG SAID EAST RIGHT OF WAY LINE TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10;
THENCE LEAVING SAID EAST RIGHT OF WAY LINE, NORTH 88 DEGREES 57 MINUTES 26 SECONDS EAST, 500.04 FEET ALONG LAST SAID NORTH LINE TO THE WEST LINE OF LOT 2 OF THE MINOR LAND DIVISION FILED IN BOOK 1191 OF MAPS, PAGE 6, RECORDS OF MARICOPA COUNTY, ARIZONA;
THENCE LEAVING LAST SAID NORTH LINE, SOUTH 00 DEGREES 17 MINUTES 24 SECONDS EAST, 373.25 FEET ALONG SAID WEST LINE; THENCE LEAVING SAID WEST LINE, SOUTH 88 DEGREES 59 MINUTES 36 SECONDS WEST, 500.04 FEET TO THE POINT OF BEGINNING. EXCEPT 1/2 ALL OIL, GAS AND OTHER MINERALS, AS RESERVED IN DEED RECORDED IN BOOK 351 OF DEEDS, PAGE 174, RECORDS OF MARICOPA COUNTY, ARIZONA.

NOTES

1. ALL EXISTING DRY UTILITY REMOVALS AND/OR RELOCATIONS TO BE COORDINATED WITH UTILITY OWNER.
2. THIS SUBDIVISION IS WITHIN CHANDLER MUNICIPAL AIRPORT IMPACT OVERLAY DISTRICT. AN AVIATION OR AVIGATION EASEMENT SHALL BE PROVIDED AT THE TIME OF FINAL PLATTING.
3. THE IMPROVEMENTS SHOWN ON THIS PLAT WILL NOT BE FULLY APPROVED BY THE CITY AND THE CERTIFICATE OF OCCUPANCY OR ACCEPTANCE WILL NOT BE ISSUED UNTIL THE OVERHEAD UTILITY LINE UNDERGROUNDING REQUIREMENT HAS BEEN SATISFIED.
4. THE IMPROVEMENTS SHOWN ON THE SET OF PLANS WILL NOT BE FULLY APPROVED BY THE CITY AND THE CERTIFICATE OF OCCUPANCY WILL NOT BE ISSUED UNTIL THE IRRIGATION FACILITY UNDERGROUNDING REQUIREMENT HAS BEEN SATISFIED.
5. VISIBILITY EASEMENT RESTRICTIONS: ANY OBJECT, WALL, STRUCTURE, MOUND OR LANDSCAPING (MATURE) OVER 24" IN HEIGHT IS NOT ALLOWED WITHIN THE EASEMENT EXCEPT TREES TRIMMED TO NOT LESS THAN 6' ABOVE THE GROUND. TREES SHALL BE SPACED NOT LESS THAN 8' APART.



KEYMAP

N.T.S.

EXISTING LEGEND

CENTERLINE
RIGHT OF WAY
PROPERTY LINE
EASEMENT
MAJOR CONTOUR 1285
MINOR CONTOUR 1283
SANITARY SEWERLINE -SS-
WATERLINE -W-
CHAIN LINK FENCE
STREET LIGHT
SANITARY SEWER MANHOLE
WATER VALVE
FIRE HYDRANT
SPOT ELEVATION ×1284.92 EG
ELECTRICAL RISER
WATER METER
EX FLOW ARROW

PROPOSED LEGEND

CONTOUR 82
SEWERLINE -SS- PVC
WATERLINE -W-
FIRELINE -F-
FIRE HYDRANT LOOP -FHL-
FDC LINE -FDC-
GRADE BREAK
STORM PIPE -SD-
FLOW ARROW
FIRE HYDRANT
TAPPING SLEEVE
STREET LIGHT
DRYWELL
SPOT ELEVATION 99.10P
CATCH BASIN
WATER METER
BACKFLOW PREVENTER
RIPRAP
PROPERTY CORNER
PHASE LINE
VISIBILITY TRIANGLES
EX BLDG TO BE REMOVED

ADDITIONAL NOTES:

ALL OFFSITE IMPROVEMENTS TO BE COMPLETED WITH PHASE 1 EXCEPT FOR ANY IMPROVEMENTS WEST OF THE BACK OF CURB ALONG HAMILTON STREET (IE SIDEWALK AND LANDSCAPING).

FEMA NOTES:

THE CURRENT FEMA FLOOD INSURANCE RATE MAP (FIRM) FOR THIS AREA, MAP NUMBER 04013C 2739M (EFFECTIVE REVISED DATE NOVEMBER 4, 2015), DESIGNATES THE FOLLOWING:

PHASE 1 – RYAN COMMERCE CENTER IS LOCATED WITHIN ZONE X.

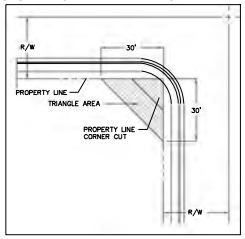
ZONE X IS DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT, OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

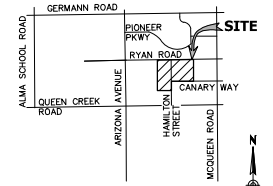
PHASE 2 – HAMILTON COMMERCE CENTER IS LOCATED WITHIN ZONE X AND ZONE AH.

ZONE X IS DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT, OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

ZONE AH IS DEFINED AS AREAS WITH A 1% ANNUAL CHANCE OF SHALLOW FLOODING, USUALLY IN THE FORM OF A POND, WITH AN AVERAGE DEPTH RANGING FROM 1 TO 3 FEET.

SIGHT VISIBILITY TRIANGLE DETAIL:





VICINITY MAP

NTS

OWNER/DEVELOPER

SCHNITZER PROPERTIES
1121 SW SALMON STREET
PORTLAND, OREGON 97205
CONTACT: ROBERT STRYS
PHONE: (503) 973–0202
EMAIL: ROBERTS@SCHNITZERPROPERTIES.COM

ARCHITECT

VLMK ENGINEERING + DESIGN
3933 S. KELLY AVENUE
PORTLAND, OREGON 97239
CONTACT: JERICHO BANKSTON
PHONE: (971) 254–8298
EMAIL: JERICHOB@VLMK.COM

CIVIL ENGINEER

HUNTER ENGINEERING, INC.
10450 N. 74TH STREET, SUITE #200
SCOTTSDALE, ARIZONA 85258
CONTACT: JEFF HUNTER
PHONE: (480) 991–3985
EMAIL: JHUNTER@HUNTERENGINEERINGPC.COM

BASIS OF BEARING

BASIS OF BEARING FOR THIS SURVEY IS A BEARING OF NORTH 89°19'17" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO THE PLAT OF AMENDED RESULTS OF SURVEY, RECORDED IN BOOK 66, PAGE 38, MARICOPA COUNTY RECORDS, ARIZONA.

BENCHMARK

BENCHMARK NUMBER #40A
SECTION 10, T2S, R5E, CITY OF CHANDLER BRASS CAP IN HANDHOLE AT THE INTERSECTION OF TUMBLEWEED PARK ROAD AND PIONEER PARKWAY: 1300' SOUTH OF GERMANN ROAD AND 700' WEST OF MCQUEEN ROAD, (NORTHING 827154.945 EASTING 727632.268)
ELEVATION = 1222.715 (NGVD 29 DATUM) + 1.696 (EQUATION) = 1224.41 ELEVATION (NAVD 88 DATUM)

PROPOSED LOTS

LOT 1 (PHASE 1) – RYAN COMMERCE CENTER
– 37.36 AC (NET)
– 40.15 AC (GROSS)
LOT 2 (PHASE 2) – HAMILTON COMMERCE CENTER
– 47.57 AC (NET)
– 49.76 AC (GROSS)

RETENTION CALCULATIONS

GROSS AREA: 89.92 ACRES

RETENTION REQUIRED:

Vr = (C)*(D)*(A)*1.1, D=2.2 (100YR–2HR EVENT)

Vr = (0.90)*(2.2/12)*(89.92*43,560)*(1.1) = 710,920 CF

RETENTION PROVIDED:

U.G. PIPE #1	66,445 CF
U.G. PIPE #2	103,280 CF
U.G. PIPE #3	89,614 CF
U.G. PIPE #4	29,452 CF
U.G. PIPE #5	34,793 CF
BASIN #1	11,173 CF
BASIN #2	7,466 CF
BASIN #3	57,463 CF
BASIN #4	42,491 CF
BASIN #5	65,046 CF
BASIN #6	36,191 CF
BASIN #7	169,389 CF
TOTAL PROVIDED	712,800 CF

ZONING

AG–1	RU–43	PAD	AG–1
SUBJECT PARCELS	ADJACENT PARCELS	ADJACENT PARCELS	ADJACENT PARCEL
APN #303–33–001A	APN #303–33–010E	APN #303–33–995	APN #303–33–970
APN #303–33–001B	APN #303–33–010G	APN #303–33–017H	
APN #303–33–008A	APN #303–33–010J		
APN #303–33–008B	APN #303–33–011B		
APN #303–33–017J	APN #303–33–017P		
APN #303–33–017M	APN #303–33–971		

HUNTER ENGINEERING
CIVIL AND SURVEY
10446 NORTH 74TH STREET, SUITE 140
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

55249 JEFF M. HUNTER

ARIZONA811 BLUE STAKE, INC. CALL BEFORE YOU DIG

THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

PROJECT NAME: COMMERCE CENTER

HE NO.: VLMK003
SCALE: NTS

SHEET: PP1

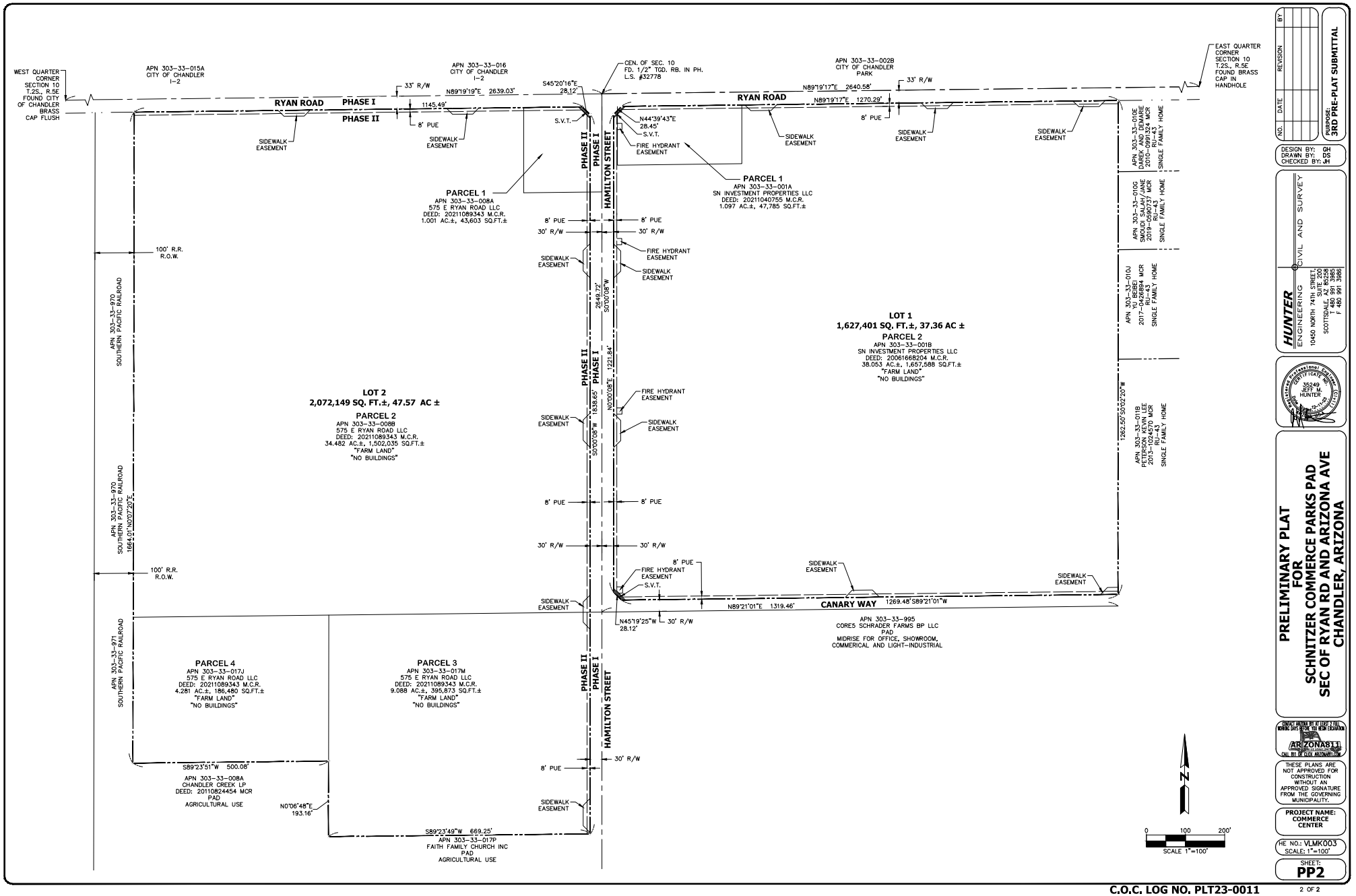
NO.	DATE	REVISION	BY

PURPOSE: 3RD PRE-PLAT SUBMITTAL

DESIGN BY: GH
DRAWN BY: DS
CHECKED BY: JH

PRELIMINARY PLAT
FOR
SCHNITZER COMMERCE PARKS PAD
SEC OF RYAN RD AND ARIZONA AVE
CHANDLER, ARIZONA

C.O.C. LOG NO. PLT23-0011



NO.	DATE	REVISION	BY

PURPOSE: 3RD PRE-PLAT SUBMITTAL

DESIGN BY:
DRAWN BY: DS
CHECKED BY: JH

HUNTER ENGINEERING
CIVIL AND SURVEY
10450 NORTH 74TH STREET, SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

35249 JEFF W. HUNTER

PRELIMINARY PLAT FOR SCHNITZER COMMERCE PARKS PAD SEC OF RYAN RD AND ARIZONA AVE CHANDLER, ARIZONA

ARIZONA811 CALL BEFORE YOU DIG

THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

PROJECT NAME: COMMERCE CENTER

HE NO.: VLMK003
SCALE: 1"=100'

SHEET: PP2

C.O.C. LOG NO. PLT23-0011

MEMORANDUM

DATE: December 14, 2023

TO: Kevin Mayo

FROM: Airport Staff

SUBJECT: Schnitzer Commerce Parks
Near the Southeast and Southwest corners of Ryan Road and Hamilton Street

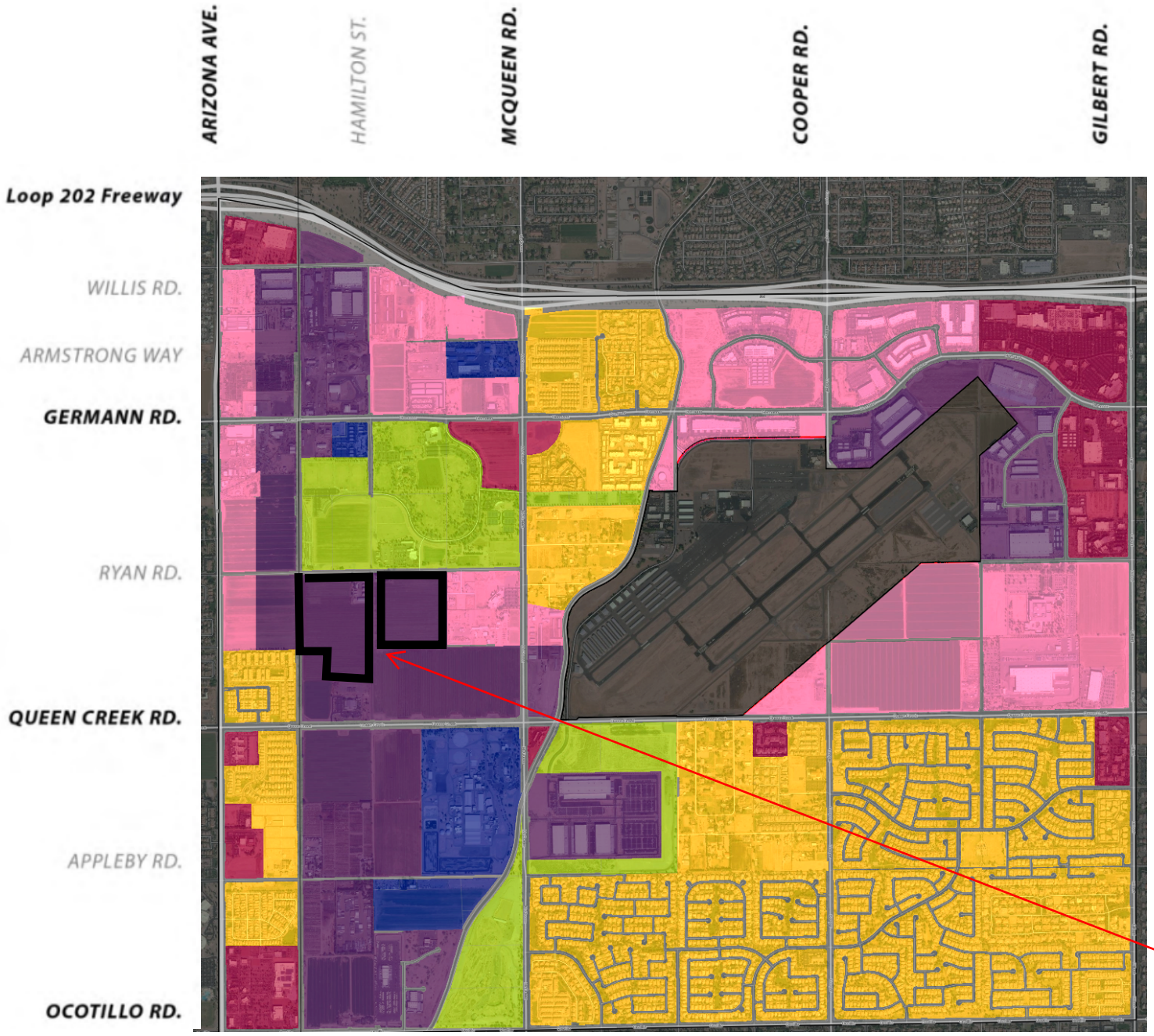
At their December 13, 2023 meeting, the Chandler Airport Commission ("Commission") discussed the above-referenced project.

Finding: The Commission determined the proposed development **does not constitute a conflict** with existing or planned airport operations.

Conflict(s) Cited: None.

The Commission voted 6-0 to forward a report to the Zoning Administrator and the City Council indicating the finding noted above.

cc: Ryan Reeves
Lauren Schumann



Airpark Area Land Use Element

The Airpark Area Land Use Plan map identifies six types of land use districts appropriate to the Airpark Area:

- Innovation District
- Commercial-Office District
- Industrial District
- Residential District
- Municipal District
- Parks & Open Space District

Subject Sites

Chandler Airpark Area Plan 2021

CHANDLER arizona
Community of Innovation

City Council Memorandum Development Services Memo No. DS24-004

Date: April 04, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager & Acting Development Services Director
Louis Kneip, Development Engineering Manager
Molly Mahai, IT Chief Infrastructure Officer
From: Dennis Aust, Telecommunications and Utility Franchise Manager
Subject: Purchase of Fiber Network Hardware

Proposed Motion:

Move City Council approve the purchase of Fiber Network Hardware, from Sentinel Technologies, using the 1Government Procurement Alliance (1GPA) Contract No. #22-02PV-18, for Fiber Optic Facilities at Veterans Oasis Park and the Public Safety Training Center, in an amount not to exceed $240,013

Background/Discussion:

On November 9, 2023, City Council approved the construction of two fiber optic facilities at Veterans Oasis Park and the Public Safety Training Center. These projects will require the design and installation of new core switches, proper optics, equipment racks, and network configuration. The City's Fiber Master Plan recommended new hub switches to improve Chandler's network resiliency and reliability. Completion of the fiber huts will set in motion the conversion to redundant fiber connectivity throughout the city. Additionally, the distribution of fiber connectivity will begin migrating to the fiber huts, minimizing impact to the city in case of a failure.

This purchase from Sentinel Technologies includes network and ancillary equipment, installation, support, and licensing necessary to connect the two fiber huts to the Information Technology (IT) building data center and the City Hall data center. The new core switch implementations will serve as the foundation of a self-healing mesh design of fiber-networked data centers.

Evaluation:

The selection process followed City policy, procedure, and State law. The network hardware requirements have been thoroughly vetted by all qualified City staff, based on recommendations from qualified relevant technical experience, project understanding, and project due diligence to provide a cost-effective implementation while considering the scalability, reliability, and capacity expectations. The pricing proposals were determined to be reasonable and in compliance with 1GPA Contract RFP 22-02PV.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
417.1560.5219.6DS099	Capital Grants	Citywide Fiber Upgrades	$240,013.69	Y

Attachments

Quote S2201.401 for Veterans Oasis Fiber Building

Quote S2201.402 for PSTC Fiber Building



We have prepared a contract for you

S2201.401 - Fiber Hut at Veterans Oasis Network Hardware 1GPA Contract RFP 22-02PV
Contract # 005354

1Government Procurement Alliance (1GPA) #22-02PV-18

Prepared for:

City Of Chandler

Dennis Isenhower
Dennis.Isenhower@chandleraz.gov



Catalyst Switches

Manufacturer Part Number	Product Description	Qty	Price	Ext. Price
	Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G			
C9500-48Y4C-A	Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G, Advantage	1	$16,650.00	$16,650.00
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	1	$0.00	$0.00
C9500-NW-A	C9500 Network Stack, Advantage	1	$0.00	$0.00
C9K-T1-FANTRAY	Catalyst 9500 Type 4 front to back cooling Fan	2	$0.00	$0.00
C9K-F1-SSD-240G	Cisco pluggable SSD storage	1	$2,064.00	$2,064.00
C9K-PWR-650WAC-R/2	650W AC Config 4 Power Supply front to back cooling	1	$1,549.00	$1,549.00
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	2	$0.00	$0.00
C9K-PWR-650WAC-R	650W AC Config 4 Power Supply front to back cooling	1	$0.00	$0.00
S9500UK9-179	Cisco Catalyst 9500 XE 17.9 UNIVERSAL	1	$0.00	$0.00
	Catalyst 9300 24-port PoE+			
C9300-24P-A	Catalyst 9300 24-port PoE+, Network Advantage	1	$3,125.00	$3,125.00
C9300-NW-A-24	C9300 Network Advantage, 24-port license	1	$0.00	$0.00
SC9300UK9-176	Cisco Catalyst 9300 XE 17.6 UNIVERSAL UNIVERSAL	1	$0.00	$0.00
PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	1	$0.00	$0.00
PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	1	$860.00	$860.00
CAB-TA-NA	North America AC Type A Power Cable	2	$0.00	$0.00
SSD-240G	Cisco pluggable USB3.0 SSD storage	1	$1,032.00	$1,032.00
C9300-STACK-NONE	No Stack Cable Selected	1	$0.00	$0.00

Catalyst Switches

Manufacturer Part Number	Product Description	Qty	Price	Ext. Price
C9300-SPWR-NONE	No Stack Power Cable Selected	1	$0.00	$0.00
TE-C9K-SW	TE agent for IOSXE on C9K	1	$0.00	$0.00
C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	1	$0.00	$0.00
C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	1	$0.00	$0.00
CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	1	$0.00	$0.00
C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	1	$1,579.00	$1,579.00
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	1	$0.00	$0.00

Subtotal: **$26,859.00**

Transceivers & Patch Cables

Manufacturer Part Number	Product Description	Qty	Price	Ext. Price
SFP-10G-LR-S=	10GBASE-LR SFP Module, Enterprise-Class	20	$801.00	$16,020.00
SFP-10G-AOC1M=	10GBASE Active Optical SFP+ Cable, 1M	2	$162.00	$324.00
SFP-10G-ZR-S=	10GBASE-ZR SFP Module, Enterprise-Class	6	$4,498.00	$26,988.00
26264	LEGRAND :2m LC-LC 9/125 OS2 Duplex Single-Mode PVC Fiber Optic Cable - Yellow	26	$16.00	$416.00

Subtotal: **$43,748.00**

Subscriptions and Support

Manufacturer Part Number	Product Description	Qty	Price	Ext. Price
Initial Term: 60 Months | **Requested Start Date**: Upon Order | **Billing Model**: Prepaid | **Renewal Term**: Requote				
Solution Subscriptions - *Unless explicitly indicated otherwise within this contract, the below term for these subscription services will automatically renew,*				



Subscriptions and Support

Manufacturer Part Number	Product Description	Qty	Price	Ext. Price
absent at least ninety (90) days' notice of cancelation by Customer before the start of the renewal term. For subscription services that do not automatically renew, Customer must provide Sentinel with at least ninety (90) days' notice of its intention to renew the services and shall hold Sentinel harmless from any service interruption to result from the cessation of services due to Customer's failure to provide timely notice as stated herein.				
	Smartnet 8x5xNBD 5 years			
CON-SNT-C9504YA4	SNTC-8X5XNBD Catalyst 9500 48-port 25/100G only, Adva	1	$8,352.00	$8,352.00
CON-SNT-C93002PA	SNTC-8X5XNBD Catalyst 9300 24-port PoE+, Network Adva	1	$2,065.00	$2,065.00
	DNA Subscriptions 5 Year			
C9500-DNA-48Y4C-A	C9500 DNA Advantage, Term License	1	$0.00	$0.00
C9500-DNA-A-5Y	DNA Advantage 5 Year License	1	$13,872.00	$13,872.00
C9300-DNA-A-24	C9300 DNA Advantage, 24-port Term Licenses	1	$0.00	$0.00
C9300-DNA-A-24-5Y	C9300 DNA Advantage, 24-Port, 5 Year Term License	1	$2,304.00	$2,304.00
D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	1	$0.00	$0.00
D-DNAS-EXT-S-5Y	Cisco DNA Spaces Extend for Catalyst Switching - 5Year	1	$0.00	$0.00
TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	1	$0.00	$0.00
TE-EMBEDDED-T-5Y	ThousandEyes - Enterprise Agents	1	$0.00	$0.00

Subtotal: **$26,593.00**

Smart-UPS

Manufacturer Part Number	Product Description	Qty	Price	Ext. Price
AR8422	APC Double Sided Fixed Shelf for 2-Post Rack 250 lbs Black	1	$115.00	$115.00
AP7800B	APC Rack PDU, Metered, 1U, 15A, 100/120V, -8 5-15	1	$532.00	$532.00
NET9RMBLK	APC Black Rackmount SurgeArrest 9 Outlet 120V	1	$120.00	$120.00
SMTL2200RM2UCNC	APC Smart-UPS, Lithium-Ion, 2200VA, 120V with SmartConnect Port and Network Card	1	$3,634.00	$3,634.00

Subtotal: **$4,401.00**

APC EcoStruxure 5 Node License

Manufacturer Part Number	Product Description	Qty	Price	Ext. Price
Initial Term:60 Months | **Requested Start Date**: Upon Order | **Billing Model**: Prepaid | **Renewal Term**: Requote				
Solution Subscriptions - *Unless explicitly indicated otherwise within this contract, the below term for these subscription services will automatically renew, absent at least ninety (90) days' notice of cancelation by Customer before the start of the renewal term. For subscription services that do not automatically renew, Customer must provide Sentinel with at least ninety (90) days' notice of its intention to renew the services and shall hold Sentinel harmless from any service interruption to result from the cessation of services due to Customer's failure to provide timely notice as stated herein.*				
SFTWES55Y-DIGI	APC EcoStruxure IT Expert 5 nodes 5 years	1	$1,251.00	$1,251.00

Subtotal: **$1,251.00**

Professional Services

Product Description	Ext Price
Professional Services - Fixed Price	$9,000.00

Subtotal: **$9,000.00**

Executive Summary

The City of Chandler is looking to provide multipath network connectivity between fiber huts. To that end this proposal provides configuration and installation of equipment for WAN and LAN connectivity for the Fiber Hut at Veterans Oasis. This equipment includes network switches, uninterruptible power supply and power distribution units. This project will install the network equipment at the location consisting of a Catalyst 9300 and Catalyst 9500 switches. It is the intent of this engagement that Sentinel will architect, design, and implement the project according to Sentinel established best practices and in a manner ready for production computing. During this project, knowledge transfer of general administration tasks, points of scale, and the environment will be provided to prepare the customer staff moving forward after the engagement.

The next section “Project Overview” highlights the main phases involved in this project. The “Scope of Work” section then lays out in further detail what is covered as part of this project. Finally, “Customer Responsibilities and Assumptions” details important assumptions Sentinel has made in discussion with City of Chandler’s Team.

Project Overview

Project Phases

Phase 1 - Project Initiation Meeting

Sentinel Project Management will coordinate a kick-off meeting to review and approve the Scope of Work provided to the Customer. Customer and Sentinel provided resources will be introduced and their relevant roles for the project discussed. Sentinel Project Management will then coordinate a design meeting between Sentinel Engineers and Customer in order to draft a blueprint of all proposed work which will be provided to the Customer. High level timelines for project milestones will also be identified and discussed.

Phase 2 - Analysis & Design

Sentinel engineers will perform a high-level audit of the Customer’s relevant infrastructure. The data collected from this audit will be used to generate a design for the implementation of the solution. Sentinel engineers will inform the Customer of any design requirements that will need to be completed by the Customer’s IT staff prior to the start of the next phase (such as provisioning of storage space, acquisitions of licenses, and other essential design components not covered within this document). Upon acceptance of the work as detailed within the blueprint by the Customer, Sentinel engineers and project managers will then coordinate specific dates and times appropriate for accommodating the nature of the work involved (i.e. work which will require outages will be scheduled during appropriate maintenance windows).

Phase 3 - Staging

During the staging phase, equipment will be unboxed, burned-in, configured and tested. Unless explicitly stated in this Scope of Work, staging will occur at Customer's location. This ensures maximum efficiency and quality while minimizing the disruptions and impacts to the Customer’s environment.

Phase 4 - Implementation

Sentinel engineers will proceed with the implementation of all items specified within this Scope of Work and further detailed in the Customer approved Design Document.

Phase 5 - Post Support

Sentinel engineers will be dedicated to being available for the resolution of any problems or issues that arise during the post support portion of the project.

Phase 6 - Project Completion

Upon conclusion of all other phases of work Sentinel’s engineers will provide the Customer with updated design documents for the project. Sentinel’s project management team will then arrange for a meeting with the Customer to review the status of all project items. If no project items remain open Sentinel’s project managers will request that the Customer sign off on the project, thus closing the project at that time.

Scope of Work

Scope Overview

This project will install the network equipment at the location consisting of a Catalyst 9300, Catalyst 9500 switches and APC UPS/PDUs.

- One (1) Cisco Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G
- One (1) Cisco Catalyst 9300 24-port PoE+
- 10G Transceivers and Active Cables
- Single Mode LC-LC Fiber Patch Cables
- APC Smart UPS – Lithium Ion 2200VA with PDU and Surgearrest

Project Scope

Planning and Pre-Engagement Preparation

- Identification of key Customer project team members with whom Sentinel will work to accomplish the tasks defined in this Scope.
- Review required hardware, software, networking and facilities required to successfully complete this engagement.
- Review of ship dates for all equipment in the bill of materials
- Review of existing construction schedule and site readiness for installation of equipment

Analysis & Design

GENERAL

- Analyze the current environment to make sure the environment is ready for infrastructure implementation based upon the assumptions laid out in the next section.
- Engage with the Customer team to brainstorm the technical requirements and use case design for the implementation.
- Develop specific requirements, design, and use case specifications blueprint document based upon Customer discussion.

NETWORK

- Sentinel will work with the customer to gather information needed to install and configure the Network. This information includes, but is not limited to, VLAN numbers, IP schemes, QoS schemes, and Layer 3 routing. All information will be documented in an implementation blueprint. The implementation blueprint will be used for staging and configuration of all Local Area Network Equipment included in the build of materials.

APC UPS

- Sentinel will work with the customer to gather details needed for the installation of UPS equipment. These details will be assembled into an implementation blueprint.

Implementation

NETWORK

The following services will be performed on each Local Area Network switch included in the build of materials:

- Upgrading the IOS to the latest stable version as determined by Sentinel Engineers and TAC
- Configuration of each switch per the implementation blueprint

- Physical installation of each switch in customer provided rack
- Patching of network equipment to customer provided cable plant
- Dressing of all network and power cables
- Testing of network connectivity
- Integration of the new switches into Cisco DNA Center
- Integration of switches with Cisco Smart Licensing

CISCO DNA CENTER

The following services have been included in the statement of work for the DNA Center Appliances:

- Import of all Catalyst 9000 switches within the Bill of Materials into DNA Center
- Verify Telemetry Data being gathered from network devices

APC Equipment

The following services have been included in the statement of work for UPS:

- Install new UPS and PDU's
- Configure Network Management Cards within the UPS equipment
- Test the UPS and network monitoring for the UPS

Cutover / Migration Strategy

Cutover Planning Services Provided by Sentinel

Prior to any cutover, the Sentinel PM and Lead Engineer on the project will provide a "Solution Installation and Cutover Plan" which details the following:

- Start time and End time that is targeted for the maintenance window required for the cutover.
- Step by step plan for the work that is to be done prior to the installation, during the installation, and after the installation.
- Task ownership for each of the tasks identified.
- Task durations for each of the tasks identified.
- Back-out plan – along with a timeframe that identifies when we will initiate the back out plan.
- Test and Acceptance plans to be executed.

Once the cutover/installation plan has been created, the Sentinel Project Team and the Customer will meet to review and approve the plan. Prior to the cutover, a "go/no-go" call will take place to once again review

the cutover plan, and ensure that all stakeholders involved in the cutover are available, and all pre-cutover tasks have been completed successfully in preparation for the maintenance window. If a Customer requests to cancel and reschedule a cutover, rescheduling charges may apply. Any impact to Customer resource schedules as a result of a “no-go” call, will be Customer responsibility.

Documentation and Knowledge Transfer

- Provide documentation of the setup including a revised Sentinel design doc as well as any available vendor-created administrative and/or best practices guides.
- Provide knowledge transfer including basic functional overviews of products implemented, demonstrating the normal operations as installed in the Customer’s environment.
    - Note that knowledge transfer and functional overviews are not a substitute for formal vendor product Customer Education courses available. Sentinel strongly encourages attendance at Customer Education classes to gain further insight into the product architecture and its integration.

Sentinel welcomes Customer to be involved in all aspects of the project life cycle to achieve the highest level of knowledge transfer during the project. While there is no way to guarantee the level of knowledge transfer that will occur, additional time can be added to the staging, installation or testing portions of the project to try and accomplish this need. This request should be scheduled with the Project Manager. If additional time is added for this request, it will be handled through Sentinel’s PCR process.

Customer’s that seek to get the most out of the knowledge transfer have had a higher degree of success by combining the specific deployment knowledge transfer with formal course training. When the course work is done prior to the project knowledge transfer Sentinel has seen the highest degree of self support post installation. That knowledge transfer and functional overviews are not a substitute for formal vendor product Customer Education courses available. Sentinel strongly encourages attendance at Customer Education classes to gain further insight into the product architecture and its integration.

Project Management

Sentinel will provide a project manager committed to the success of the project. The project manager will be responsible for:

- Complete success of the project.
- Optimal coordination of all resources.
- Guiding the Customer on aspects of the project they are required to perform.
- Tracking and reporting of progress.
- Management of agreed to budget issues.
- Management of expected timelines for implementation.

- Changes to the project and communications of changes in writing using a Project Change Form.
- Post installation document gathering, assembly and presentation.
- Post installation project completion agreement and signature.

Project management will ensure complete project success. Communication is the cornerstone of project management and the project manager will be the central communication mechanism for all parties. This will assure all relevant parties are informed about decisions that may affect the success of their component of the solution.

General Assumptions

The following is a list of responsibilities and/or tasks that Sentinel assumes have been completed or reviewed by Customer to the execution of the above-mentioned project. If additional responsibilities are uncovered during the project, Sentinel will make sure that Customer is made aware of any issues promptly to determine resolution. If project requirements change after execution of this agreement, Sentinel will work with Customer to build a Project Change Request (PCR) documenting work effort, parts, costs, etc. needed to complete the project, as amended.

Project Exclusions

Any work item not explicitly listed as in scope or a Sentinel responsibility in this proposal shall be considered out of scope. Additional scope items may be added via the PCR proces.

Product Lead Times

Depending on the technologies quoted, orders may be direct or through distribution. Lead times should be expected to be 8 weeks but can exceed 8 weeks. Should expedited equipment requirements arise, there could be an additional charge to source through a warehousing distribution partner.

Site Readiness and Site Survey Requirement

Every effort has been made to ensure that proper power cords and patch cables have been included to match your environment's infrastructure. The notes section of the Bill of Materials (BOM) explicitly states the quantity and type of cords quoted.

Permits & Access

Unless otherwise agreed, all permits, variances, access to facilities, roof access, building warranty

concerns or other site specific information and procedures are the responsibility of the Customer. Sentinel can assist as needed, but will need to be informed of any requirements prior to the site survey to consider these within the validation process.

Remote Support

Sentinel's service estimate assumes remote access support through IP VPN or IP PPP connection. Without this access, additional services may be incurred for optimization and tuning required pre and post installation.

Travel Requirements and Cost

Unless specified within the proposal, all travel expenses and time are not included. Travel time shall be invoiced at pre-negotiated rates and expenses plus per diem at actual costs.

Existing Hardware Compatibility & Firmware Updates

Where Customer provides existing server or other hardware, it is assumed the Customer has verified all such hardware is compatible with the versions of the software specified within the scope. This includes relevant firmware updates. Sentinel will not be providing firmware updates to any servers as part of this Scope of Work.

3rd Party Integration

Unless noted otherwise, Sentinel assumes no reliance on 3rd Party applications, connections or plug-ins to software deployments and updates as specified in this scope. If during Analysis and Planning any required 3rd Party integration is uncovered, additional hours may be incurred.

Fiber

It is assumed that the Customer's existing fiber will support proposed transmission speeds (i.e. 1GB, 10GB, 40GB, etc.). Customer must ensure that the fiber optic cabling is within manufacturer tolerances for distance and loss in order to support the required transport speeds. In some cases, specialized equipment, such as attenuators and mode conditioning cables, may be required to properly support these speeds. This equipment will be at the expense of the Customer.

Optics (SFP, SFP+, GBIC, etc…)

Every effort was made in the pre-sales process through white board sessions, BOM reviews and diagrams to identify any and all optics required. **OPTICS AS QUOTED AND SOLD ASSUME A STAND ALONE SYSTEM UNLESS OTHERWISE NOTED.** Migration items and integration items to existing equipment, if not noted, are not included nor is time for the interconnection, planning or design of same. Should any question exist as to the total number, types and use of the optics, Sentinel can set up a design review and white board session prior to the order upon request.

Power, Racks & Cooling

Like the optics, Sentinel has made a best effort to match any power requirements and answer any requests of the Customer related to equipment specifications, power cables included or other physical requirements. Any adjustments to fit in racks, connect to specific power terminal types, or secure electrician services to run a new service are beyond the fixed bid project price. Sentinel will respond to any inquiry and provide product literature. Any sizing charts provided are done so as a convenience to the Customer and DO NOT represent a commitment by Sentinel that, as sold, the equipment is ready for the Customer site. Sentinel offers Technology Area Design (TAD) consulting services should the Customer prefer a more formal and accurate solution.

Patch Cables / Cable Lengths

In most cases the BOM includes any note(s) on cable lengths included. Without the design validation of a formal TAD engagement, only a best effort is made to match the site requirements. Any changes to the cord lengths, connectors or other site readiness items will be in addition to the solution once the order is placed with the manufacturer(s). Many of the vendors offer the ability to select the appropriate items prior to order, but will charge for any replacements needed after the order and this offer will be extended to the Customer through the Sentinel Project Change Request (PCR) process. Unless specified, Sentinel assumes the Customer will provide all patch cables needed and can provide the product literature on any devices upon request.

Labor Union Requirements

Sentinel has NOT included any parameters for Union workers. Any requirement would require a subcontract arrangement to be determined up front and would increase the cost of deployment.

Patching and Equipment Cabling

Sentinel assumes, unless noted here, that the Customer will patch in all equipment to the cabling plant within the facility. Sentinel can perform this connection service at an additional charge with an approved PCR.

Customer Proposal Acknowledgement

Four options are available to ensure the accuracy of the selected items; please initial next to which method you agree to: (SELECT AND INITIAL ONLY ONE)

Note: In the absence of the Customer selecting one of the four options below, it is agreed that the contract will default to Option #1.

Initials	
	Option 1
_____	Customer waives the opportunity to complete a site/closet checklist, has reviewed the BOM and agrees to quantity, type and length of the power and patch cables provided. [Financial obligation for labor and materials for changes identified post order will be the Customer's responsibility]
	Option 2
_____	Customer has provided a site/closet review checklist document and confirms the quantity, type and length of the power and patch cables quoted. [Financial obligation for labor and materials for changes identified post order will be the Customer's responsibility, unless Sentinel provided the incorrect part based upon the provided checklist]
	Option 3
_____	Customer elects a "for charge" onsite survey of the facilities and closets to determine the quantity, type and length of the power and patch cables required. In addition, Sentinel will assess each closet's cooling and UPS readiness for the proposed equipment being provided. [Financial obligation for labor and materials for changes identified post order will be Sentinel's full responsibility, unless changes to the site have taken place subsequent to the site assessment]
	Option 4
_____	Not applicable. This SOW does not contain any work that would be performed in or impacted by the Customer's MDF, IDF or Data Center facilities.

Terms & Assumptions

By issuing a purchase order in response to this quote or contract, Customer hereby agrees to be bound by the below terms and conditions, which shall prevail in the event of a conflict with any terms and conditions included within Customer's purchase order.

- The manufacturer/support provider has the right to inspect any products that have either never had support coverage or have not had support coverage for an extended period to determine their eligibility for maintenance/support. Devices subject to inspection will be flagged as such and are subject to a non-refundable inspection fee, which shall be the responsibility of Customer. Sentinel will work with the manufacturer/support provider on Customer's behalf until device eligibility is determined. Devices that do not pass the inspection will be ineligible for support.
- For products purchased pursuant to this agreement, Contractor agrees to provide storage at no additional charge for up to 90 days. If the storage period exceeds 90 days, Customer agrees to the following: a.) Customer will be responsible to pay a fee of 2% per month for storage of purchased products from that point forward, b.) Customer will be invoiced and will be responsible to pay the unpaid balance for any products purchased from Contractor that have not been paid in full and, c.) Ownership will transfer from Contractor to Customer.
- For all products purchased, it is assumed that prior to order execution with Contractor, Customer has reviewed, understood, and agreed to each manufacturer's respective terms and conditions governing the purchase of products, including, but not limited to, applicable warranties, order cancellation, and return policies. In the event of a return request, Sentinel may assist Customer by facilitating the request between Customer and the manufacturer. In addition, product return requests will be subject to Sentinel's own return policies, which may include restocking fees and/or shipping and handling costs.
- Under no circumstances will Customer have the right to withhold payment to Sentinel due to an alleged breach of any express or implied warranties with regard to the products purchased herein. Any such claim shall be handled directly between the manufacturer and Customer. If Contractor receives any financial relief or incentives intended for Customer as a result of a settlement between Customer and the manufacturer, Contractor agrees to pass through the incentives or financial relief to Customer.

Invoicing, General Terms and Assumptions

Hardware Invoicing

☑ Upon Shipment

If over $100K, 50% deposit at time of order, will be invoiced in advance of shipment.

Labor Invoicing

☑ Monthly - Progress Billing

Subscription/License Invoicing

☑ At the beginning of the contract - In Full

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Tax and Shipping

Product Description	Qty	Price	Ext. Price
Tax	1	$8,331.01	$8,331.01
Shipping & Handling	1	$500.00	$500.00
		Subtotal:	**$8,831.01**

S2201.401 - Fiber Hut at Veterans Oasis Network Hardware 1GPA Contract RFP 22-02PV

Prepared by:

Sentinel Technologies, Inc

Andy Reitzel
areitzel@sentinel.com

Prepared for:

City Of Chandler

275 E. Buffalo St.
Chandler, AZ 85225
Dennis Isenhower
4085002876
Dennis.Isenhower@chandleraz.gov

Contract Information:

Contract # 005354

Version: 2
Delivery Date: 02/21/2024
Expiration Date: 03/31/2024

Quote Summary

Description	Amount
Catalyst Switches	$26,859.00
Transceivers & Patch Cables	$43,748.00
Subscriptions and Support	$26,593.00
Smart-UPS	$4,401.00
APC EcoStruxure 5 Node License	$1,251.00
Professional Services	$9,000.00
Tax and Shipping	$8,831.01
Total:	**$120,683.01**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Regarding the resale of any products, pricing may be subject to a manufacturer price increase before the expiration date of the quote.

Total Project - Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements of the solution may result in modifications to the cost of the remaining elements.

Sentinel Technologies, Inc

Signature: 

Name: Robert Lenartowicz

Title: Chief Operating Officer

Date: 02/21/2024

City Of Chandler

Signature: _____

Name: _____

Title: _____

Date: _____



We have prepared a contract for you

S2201.402 - Fiber Hut at PSTC Network Hardware
Quote 1GPA Contract RFP 22-02PV
Budgetary Proposal # 008316

1Government Procurement Alliance (1GPA) #22-02PV-18

Prepared for:

City Of Chandler

Dennis Isenhower
Dennis.Isenhower@chandleraz.gov

Catalyst Switches

Manufacturer Part Number	Product Description	Qty	Price	Ext. Price
	Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G			
C9500-48Y4C-A	Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G, Advantage	1	$16,650.00	$16,650.00
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	1	$0.00	$0.00
C9500-NW-A	C9500 Network Stack, Advantage	1	$0.00	$0.00
C9K-T1-FANTRAY	Catalyst 9500 Type 4 front to back cooling Fan	2	$0.00	$0.00
C9K-F1-SSD-240G	Cisco pluggable SSD storage	1	$2,064.00	$2,064.00
C9K-PWR-650WAC-R/2	650W AC Config 4 Power Supply front to back cooling	1	$1,549.00	$1,549.00
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	2	$0.00	$0.00
C9K-PWR-650WAC-R	650W AC Config 4 Power Supply front to back cooling	1	$0.00	$0.00
S9500UK9-179	Cisco Catalyst 9500 XE 17.9 UNIVERSAL	1	$0.00	$0.00
	Catalyst 9300 24-port PoE+			
C9300-24P-A	Catalyst 9300 24-port PoE+, Network Advantage	1	$3,125.00	$3,125.00
C9300-NW-A-24	C9300 Network Advantage, 24-port license	1	$0.00	$0.00
SC9300UK9-176	Cisco Catalyst 9300 XE 17.6 UNIVERSAL UNIVERSAL	1	$0.00	$0.00
PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	1	$0.00	$0.00
PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	1	$860.00	$860.00
CAB-TA-NA	North America AC Type A Power Cable	2	$0.00	$0.00
SSD-240G	Cisco pluggable USB3.0 SSD storage	1	$1,032.00	$1,032.00
C9300-STACK-NONE	No Stack Cable Selected	1	$0.00	$0.00

Catalyst Switches

Manufacturer Part Number	Product Description	Qty	Price	Ext. Price
C9300-SPWR-NONE	No Stack Power Cable Selected	1	$0.00	$0.00
TE-C9K-SW	TE agent for IOSXE on C9K	1	$0.00	$0.00
C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	1	$0.00	$0.00
C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	1	$0.00	$0.00
CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	1	$0.00	$0.00
C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	1	$1,579.00	$1,579.00
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	1	$0.00	$0.00

Subtotal: **$26,859.00**

Transceivers & Patch Cables

Manufacturer Part Number	Product Description	Qty	Price	Ext. Price
SFP-10G-LR-S=	10GBASE-LR SFP Module, Enterprise-Class	20	$801.00	$16,020.00
SFP-10G-AOC1M=	10GBASE Active Optical SFP+ Cable, 1M	2	$162.00	$324.00
SFP-10G-ZR-S=	10GBASE-ZR SFP Module, Enterprise-Class	6	$4,498.00	$26,988.00
26264	LEGRAND :2m LC-LC 9/125 OS2 Duplex Single-Mode PVC Fiber Optic Cable - Yellow	26	$16.00	$416.00

Subtotal: **$43,748.00**

Subscriptions and Support

Manufacturer Part Number	Product Description	Qty	Price	Ext. Price
Initial Term: 60 Months | **Requested Start Date**: Upon Order | **Billing Model**: Prepaid | **Renewal Term**: Requote				
Solution Subscriptions - *Unless explicitly indicated otherwise within this contract, the below term for these subscription services will automatically renew,*				

Subscriptions and Support

Manufacturer Part Number	Product Description	Qty	Price	Ext. Price
absent at least ninety (90) days' notice of cancelation by Customer before the start of the renewal term. For subscription services that do not automatically renew, Customer must provide Sentinel with at least ninety (90) days' notice of its intention to renew the services and shall hold Sentinel harmless from any service interruption to result from the cessation of services due to Customer's failure to provide timely notice as stated herein.				
	Smartnet 8x5xNBD 5 years			
CON-SNT-C9504YA4	SNTC-8X5XNBD Catalyst 9500 48-port 25/100G only, Adva	1	$8,352.00	$8,352.00
CON-SNT-C93002PA	SNTC-8X5XNBD Catalyst 9300 24-port PoE+, Network Adva	1	$2,065.00	$2,065.00
	DNA Subscriptions 5 Year			
C9500-DNA-48Y4C-A	C9500 DNA Advantage, Term License	1	$0.00	$0.00
C9500-DNA-A-5Y	DNA Advantage 5 Year License	1	$13,872.00	$13,872.00
C9300-DNA-A-24	C9300 DNA Advantage, 24-port Term Licenses	1	$0.00	$0.00
C9300-DNA-A-24-5Y	C9300 DNA Advantage, 24-Port, 5 Year Term License	1	$2,304.00	$2,304.00
D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	1	$0.00	$0.00
D-DNAS-EXT-S-5Y	Cisco DNA Spaces Extend for Catalyst Switching - 5Year	1	$0.00	$0.00
TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	1	$0.00	$0.00
TE-EMBEDDED-T-5Y	ThousandEyes - Enterprise Agents	1	$0.00	$0.00

Subtotal: **$26,593.00**

Smart-UPS

Manufacturer Part Number	Product Description	Qty	Price	Ext. Price
AR8422	APC Double Sided Fixed Shelf for 2-Post Rack 250 lbs Black	1	$115.00	$115.00
AP7800B	APC Rack PDU, Metered, 1U, 15A, 100/120V, -8 5-15	1	$532.00	$532.00
NET9RMBLK	APC Black Rackmount SurgeArrest 9 Outlet 120V	1	$120.00	$120.00
SMTL2200RM2UCNC	APC Smart-UPS, Lithium-Ion, 2200VA, 120V with SmartConnect Port and Network Card	1	$3,634.00	$3,634.00

Subtotal: **$4,401.00**

Professional Services

Product Description	Ext Price
Professional Services - Fixed Price	$9,000.00

Subtotal: **$9,000.00**

Executive Summary

The City of Chandler is looking to provide multipath network connectivity between fiber huts. To that end this proposal provides configuration and installation of equipment for WAN and LAN connectivity for the Fiber Hut at PTSC. This equipment includes network switches, uninterruptible power supply and power distribution units. This project will install the network equipment at the location consisting of a Catalyst 9300 and Catalyst 9500 switches. It is the intent of this engagement that Sentinel will architect, design, and implement the project according to Sentinel established best practices and in a manner ready for production computing. During this project, knowledge transfer of general administration tasks, points of scale, and the environment will be provided to prepare the customer staff moving forward after the engagement.

The next section “Project Overview” highlights the main phases involved in this project. The “Scope of Work” section then lays out in further detail what is covered as part of this project. Finally, “Customer Responsibilities and Assumptions” details important assumptions Sentinel has made in discussion with City of Chandler’s Team.

Project Overview

Project Phases

Phase 1 - Project Initiation Meeting

Sentinel Project Management will coordinate a kick-off meeting to review and approve the Scope of Work provided to the Customer. Customer and Sentinel provided resources will be introduced and their relevant roles for the project discussed. Sentinel Project Management will then coordinate a design meeting between Sentinel Engineers and Customer in order to draft a blueprint of all proposed work which will be provided to the Customer. High level timelines for project milestones will also be identified and discussed.

Phase 2 - Analysis & Design

Sentinel engineers will perform a high-level audit of the Customer’s relevant infrastructure. The data collected from this audit will be used to generate a design for the implementation of the solution. Sentinel engineers will inform the Customer of any design requirements that will need to be completed by the Customer’s IT staff prior to the start of the next phase (such as provisioning of storage space, acquisitions of licenses, and other essential design components not covered within this document). Upon acceptance of the work as detailed within the blueprint by the Customer, Sentinel engineers and project managers will then coordinate specific dates and times appropriate for accommodating the nature of the work involved (i.e. work which will require outages will be scheduled during appropriate maintenance windows).

Phase 3 - Staging

During the staging phase, equipment will be unboxed, burned-in, configured and tested. Unless explicitly stated in this Scope of Work, staging will occur at Customer's location. This ensures maximum efficiency and quality while minimizing the disruptions and impacts to the Customer’s environment.

Phase 4 - Implementation

Sentinel engineers will proceed with the implementation of all items specified within this Scope of Work and further detailed in the Customer approved Design Document.

Phase 5 - Post Support

Sentinel engineers will be dedicated to being available for the resolution of any problems or issues that arise during the post support portion of the project.

Phase 6 - Project Completion

Upon conclusion of all other phases of work Sentinel’s engineers will provide the Customer with updated design documents for the project. Sentinel’s project management team will then arrange for a meeting with the Customer to review the status of all project items. If no project items remain open Sentinel’s project managers will request that the Customer sign off on the project, thus closing the project at that time.

Scope of Work

Scope Overview

This project will install the network equipment at the location consisting of a Catalyst 9300, Catalyst 9500 switches and APC UPS/PDUs.

- One (1) Cisco Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G
- One (1) Cisco Catalyst 9300 24-port PoE+
- 10G Transceivers and Active Cables
- Single Mode LC-LC Fiber Patch Cables
- APC Smart UPS – Lithium Ion 2200VA with PDU and Surgearrest

Project Scope

Planning and Pre-Engagement Preparation

- Identification of key Customer project team members with whom Sentinel will work to accomplish the tasks defined in this Scope.
- Review required hardware, software, networking and facilities required to successfully complete this engagement.
- Review of ship dates for all equipment in the bill of materials
- Review of existing construction schedule and site readiness for installation of equipment

Analysis & Design

GENERAL

- Analyze the current environment to make sure the environment is ready for infrastructure implementation based upon the assumptions laid out in the next section.
- Engage with the Customer team to brainstorm the technical requirements and use case design for the implementation.
- Develop specific requirements, design, and use case specifications blueprint document based upon Customer discussion.

NETWORK

- Sentinel will work with the customer to gather information needed to install and configure the Network. This information includes, but is not limited to, VLAN numbers, IP schemes, QoS schemes, and Layer 3 routing. All information will be documented in an implementation blueprint. The implementation blueprint will be used for staging and configuration of all Local Area Network Equipment included in the build of materials.

APC UPS

- Sentinel will work with the customer to gather details needed for the installation of UPS equipment. These details will be assembled into an implementation blueprint.

Implementation

NETWORK

The following services will be performed on each Local Area Network switch included in the build of materials:

- Upgrading the IOS to the latest stable version as determined by Sentinel Engineers and TAC
- Configuration of each switch per the implementation blueprint

- Physical installation of each switch in customer provided rack
- Patching of network equipment to customer provided cable plant
- Dressing of all network and power cables
- Testing of network connectivity
- Integration of the new switches into Cisco DNA Center
- Integration of switches with Cisco Smart Licensing

CISCO DNA CENTER

The following services have been included in the statement of work for the DNA Center Appliances:

- Import of all Catalyst 9000 switches within the Bill of Materials into DNA Center
- Verify Telemetry Data being gathered from network devices

APC Equipment

The following services have been included in the statement of work for UPS:

- Install new UPS and PDU's
- Configure Network Management Cards within the UPS equipment
- Test the UPS and network monitoring for the UPS

Cutover / Migration Strategy

Cutover Planning Services Provided by Sentinel

Prior to any cutover, the Sentinel PM and Lead Engineer on the project will provide a "Solution Installation and Cutover Plan" which details the following:

- Start time and End time that is targeted for the maintenance window required for the cutover.
- Step by step plan for the work that is to be done prior to the installation, during the installation, and after the installation.
- Task ownership for each of the tasks identified.
- Task durations for each of the tasks identified.
- Back-out plan – along with a timeframe that identifies when we will initiate the back out plan.
- Test and Acceptance plans to be executed.

Once the cutover/installation plan has been created, the Sentinel Project Team and the Customer will meet to review and approve the plan. Prior to the cutover, a "go/no-go" call will take place to once again review

the cutover plan, and ensure that all stakeholders involved in the cutover are available, and all pre-cutover tasks have been completed successfully in preparation for the maintenance window. If a Customer requests to cancel and reschedule a cutover, rescheduling charges may apply. Any impact to Customer resource schedules as a result of a “no-go” call, will be Customer responsibility.

Documentation and Knowledge Transfer

- Provide documentation of the setup including a revised Sentinel design doc as well as any available vendor-created administrative and/or best practices guides.
- Provide knowledge transfer including basic functional overviews of products implemented, demonstrating the normal operations as installed in the Customer’s environment.
    - Note that knowledge transfer and functional overviews are not a substitute for formal vendor product Customer Education courses available. Sentinel strongly encourages attendance at Customer Education classes to gain further insight into the product architecture and its integration.

Sentinel welcomes Customer to be involved in all aspects of the project life cycle to achieve the highest level of knowledge transfer during the project. While there is no way to guarantee the level of knowledge transfer that will occur, additional time can be added to the staging, installation or testing portions of the project to try and accomplish this need. This request should be scheduled with the Project Manager. If additional time is added for this request, it will be handled through Sentinel’s PCR process.

Customer’s that seek to get the most out of the knowledge transfer have had a higher degree of success by combining the specific deployment knowledge transfer with formal course training. When the course work is done prior to the project knowledge transfer Sentinel has seen the highest degree of self support post installation. That knowledge transfer and functional overviews are not a substitute for formal vendor product Customer Education courses available. Sentinel strongly encourages attendance at Customer Education classes to gain further insight into the product architecture and its integration.

Project Management

Sentinel will provide a project manager committed to the success of the project. The project manager will be responsible for:

- Complete success of the project.
- Optimal coordination of all resources.
- Guiding the Customer on aspects of the project they are required to perform.
- Tracking and reporting of progress.
- Management of agreed to budget issues.
- Management of expected timelines for implementation.

- Changes to the project and communications of changes in writing using a Project Change Form.
- Post installation document gathering, assembly and presentation.
- Post installation project completion agreement and signature.

Project management will ensure complete project success. Communication is the cornerstone of project management and the project manager will be the central communication mechanism for all parties. This will assure all relevant parties are informed about decisions that may affect the success of their component of the solution.

General Assumptions

The following is a list of responsibilities and/or tasks that Sentinel assumes have been completed or reviewed by Customer to the execution of the above-mentioned project. If additional responsibilities are uncovered during the project, Sentinel will make sure that Customer is made aware of any issues promptly to determine resolution. If project requirements change after execution of this agreement, Sentinel will work with Customer to build a Project Change Request (PCR) documenting work effort, parts, costs, etc. needed to complete the project, as amended.

Project Exclusions

Any work item not explicitly listed as in scope or a Sentinel responsibility in this proposal shall be considered out of scope. Additional scope items may be added via the PCR proces.

Product Lead Times

Depending on the technologies quoted, orders may be direct or through distribution. Lead times should be expected to be 8 weeks but can exceed 8 weeks. Should expedited equipment requirements arise, there could be an additional charge to source through a warehousing distribution partner.

Site Readiness and Site Survey Requirement

Every effort has been made to ensure that proper power cords and patch cables have been included to match your environment's infrastructure. The notes section of the Bill of Materials (BOM) explicitly states the quantity and type of cords quoted.

Permits & Access

Unless otherwise agreed, all permits, variances, access to facilities, roof access, building warranty

concerns or other site specific information and procedures are the responsibility of the Customer. Sentinel can assist as needed, but will need to be informed of any requirements prior to the site survey to consider these within the validation process.

Remote Support

Sentinel's service estimate assumes remote access support through IP VPN or IP PPP connection. Without this access, additional services may be incurred for optimization and tuning required pre and post installation.

Travel Requirements and Cost

Unless specified within the proposal, all travel expenses and time are not included. Travel time shall be invoiced at pre-negotiated rates and expenses plus per diem at actual costs.

Existing Hardware Compatibility & Firmware Updates

Where Customer provides existing server or other hardware, it is assumed the Customer has verified all such hardware is compatible with the versions of the software specified within the scope. This includes relevant firmware updates. Sentinel will not be providing firmware updates to any servers as part of this Scope of Work.

3rd Party Integration

Unless noted otherwise, Sentinel assumes no reliance on 3rd Party applications, connections or plug-ins to software deployments and updates as specified in this scope. If during Analysis and Planning any required 3rd Party integration is uncovered, additional hours may be incurred.

Fiber

It is assumed that the Customer's existing fiber will support proposed transmission speeds (i.e. 1GB, 10GB, 40GB, etc.). Customer must ensure that the fiber optic cabling is within manufacturer tolerances for distance and loss in order to support the required transport speeds. In some cases, specialized equipment, such as attenuators and mode conditioning cables, may be required to properly support these speeds. This equipment will be at the expense of the Customer.

Optics (SFP, SFP+, GBIC, etc…)

Every effort was made in the pre-sales process through white board sessions, BOM reviews and diagrams to identify any and all optics required. **OPTICS AS QUOTED AND SOLD ASSUME A STAND ALONE SYSTEM UNLESS OTHERWISE NOTED.** Migration items and integration items to existing equipment, if not noted, are not included nor is time for the interconnection, planning or design of same. Should any question exist as to the total number, types and use of the optics, Sentinel can set up a design review and white board session prior to the order upon request.

Power, Racks & Cooling

Like the optics, Sentinel has made a best effort to match any power requirements and answer any requests of the Customer related to equipment specifications, power cables included or other physical requirements. Any adjustments to fit in racks, connect to specific power terminal types, or secure electrician services to run a new service are beyond the fixed bid project price. Sentinel will respond to any inquiry and provide product literature. Any sizing charts provided are done so as a convenience to the Customer and DO NOT represent a commitment by Sentinel that, as sold, the equipment is ready for the Customer site. Sentinel offers Technology Area Design (TAD) consulting services should the Customer prefer a more formal and accurate solution.

Patch Cables / Cable Lengths

In most cases the BOM includes any note(s) on cable lengths included. Without the design validation of a formal TAD engagement, only a best effort is made to match the site requirements. Any changes to the cord lengths, connectors or other site readiness items will be in addition to the solution once the order is placed with the manufacturer(s). Many of the vendors offer the ability to select the appropriate items prior to order, but will charge for any replacements needed after the order and this offer will be extended to the Customer through the Sentinel Project Change Request (PCR) process. Unless specified, Sentinel assumes the Customer will provide all patch cables needed and can provide the product literature on any devices upon request.

Labor Union Requirements

Sentinel has NOT included any parameters for Union workers. Any requirement would require a subcontract arrangement to be determined up front and would increase the cost of deployment.

Patching and Equipment Cabling

Sentinel assumes, unless noted here, that the Customer will patch in all equipment to the cabling plant within the facility. Sentinel can perform this connection service at an additional charge with an approved PCR.

Customer Proposal Acknowledgement

Four options are available to ensure the accuracy of the selected items; please initial next to which method you agree to: (SELECT AND INITIAL ONLY ONE)

Note: In the absence of the Customer selecting one of the four options below, it is agreed that the contract will default to Option #1.

Initials	
	Option 1
_____	Customer waives the opportunity to complete a site/closet checklist, has reviewed the BOM and agrees to quantity, type and length of the power and patch cables provided. [Financial obligation for labor and materials for changes identified post order will be the Customer's responsibility]
	Option 2
_____	Customer has provided a site/closet review checklist document and confirms the quantity, type and length of the power and patch cables quoted. [Financial obligation for labor and materials for changes identified post order will be the Customer's responsibility, unless Sentinel provided the incorrect part based upon the provided checklist]
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	Option 4
_____	Not applicable. This SOW does not contain any work that would be performed in or impacted by the Customer's MDF, IDF or Data Center facilities.

Invoicing, General Terms and Assumptions

Hardware Invoicing

☑ Upon Shipment

If over $100K, 50% deposit at time of order, will be invoiced in advance of shipment.

Labor Invoicing

☑ Monthly - Progress Billing

Subscription/License Invoicing

☑ At the beginning of the contract - In Full

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- *The manufacturer/support provider has the right to inspect any products that have either never had support coverage or have not had support coverage for an extended period to determine their eligibility for maintenance/support. Devices subject to inspection will be flagged as such and are subject to a non-refundable inspection fee, which shall be the responsibility of Customer. Sentinel will work with the manufacturer/support provider on Customer's behalf until device eligibility is determined. Devices that do not pass the inspection will be ineligible for support.*
- *For products purchased pursuant to this agreement, Contractor agrees to provide storage at no additional charge for up to 90 days. If the storage period exceeds 90 days, Customer agrees to the following: a.) Customer will be responsible to pay a fee of 2% per month for storage of purchased products from that point forward, b.) Customer will be invoiced and will be responsible to pay the unpaid balance for any products purchased from Contractor that have not been paid in full and, c.) Ownership will transfer from Contractor to Customer.*
- *For all products purchased, it is assumed that prior to order execution with Contractor, Customer has reviewed, understood, and agreed to each manufacturer's respective terms and conditions governing the purchase of products, including, but not limited to, applicable warranties, order cancellation, and return policies. In the event of a return request, Sentinel may assist Customer by facilitating the request between Customer and the manufacturer. In addition, product return requests will be subject to Sentinel's own return policies, which may include restocking fees and/or shipping and handling costs.*
- *Under no circumstances will Customer have the right to withhold payment to Sentinel due to an alleged breach of any express or implied warranties with regard to the products purchased herein. Any such claim shall be handled directly between the manufacturer and Customer. If Contractor receives any financial relief or incentives intended for Customer as a result of a settlement between Customer and the manufacturer, Contractor agrees to pass through the incentives or financial relief to Customer.*

Tax and Shipping

Product Description	Qty	Price	Ext. Price
Tax	1	$8,229.68	$8,229.68
Shipping & Handling	1	$500.00	$500.00
		Subtotal:	**$8,729.68**

S2201.402 - Fiber Hut at PSTC Network Hardware Quote 1GPA Contract RFP 22-02PV

Prepared by:

Sentinel Technologies, Inc

Andy Reitzel
areitzel@sentinel.com

Prepared for:

City Of Chandler

275 Buffalo St.
Chandler, AZ 85225
Dennis Isenhower
4085002876
Dennis.Isenhower@chandleraz.gov

Contract Information:

Budgetary Proposal # 008316

Version: 1
Delivery Date: 02/21/2024
Expiration Date: 03/31/2024

Quote Summary

Description	Amount
Catalyst Switches	$26,859.00
Transceivers & Patch Cables	$43,748.00
Subscriptions and Support	$26,593.00
Smart-UPS	$4,401.00
Professional Services	$9,000.00
Tax and Shipping	$8,729.68
Total:	**$119,330.68**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Regarding the resale of any products, pricing may be subject to a manufacturer price increase before the expiration date of the quote.

Total Project - Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements of the solution may result in modifications to the cost of the remaining elements.

CHANDLER arizona
Community of Innovation

City Council Memorandum **Management Services** **Memo No.** 24-072

Date: April 04, 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: Final Adoption of Ordinance No. 5083 Amending Section 38-4 and Appendix A of Chapter 38 of the Chandler City Code, to Modify Certain Arterial Street, Fire, Parks, Police, Reclaimed Water, Wastewater, and Water System Development Fees

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Proposed Motion:

Move City Council adopt Ordinance No. 5083 amending section 38-4 and Appendix A of Chapter 38 of the Chandler City Code, to modify certain Arterial Street, Fire, Parks, Police, Reclaimed Water, Wastewater, and Water System Development Fees.

Background:

In order to continue to collect system development fees, the City must comply with Arizona Revised Statute §9-463.05, which includes updating the Land Use Assumptions (LUA) and Infrastructure Improvements Plan (IIP) every five years. The City engaged Duncan Associates to update the LUA and IIP, and prepare a report based on these items to update the City's system development fees. The report includes the recommended system development fees, as well as the LUA and the IIP, which were adopted by Council on January 11, 2024. The modified system development fees included in the report and detailed in the attached ordinance are calculated by service area for arterial streets, parks, library, fire, police, public buildings, water, wastewater, and reclaimed water.

The ordinance makes modifications to existing amounts and language in the City Code as follows:

- In Appendix A amended the related system development fee amounts.

The report was posted on the City's website on October 11, 2023 and a link to the report was disseminated through social media. A public hearing on the modified fees was conducted on February 22, 2024. The modified system development fees will be effective Monday, July 1, 2024.

Discussion:

This ordinance was introduced and tentatively adopted on February 22, 2024.

Financial Implications:

System development fees are designed to provide funding to a community for the cost of expanding infrastructure required to support new development. If these fees are not maintained at the proper level, the City may have to provide additional General Fund support for growth-related capital projects through use of fund balance or issuance of General Obligation Bonds.

Attachments

Ordinance 5083

Chapter 38 Clean

Chapter 38 Blackline

ORDINANCE NO. 5083

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AMENDING APPENDIX A OF CHAPTER 38 OF THE CHANDLER CITY CODE, TO MODIFY CERTAIN ARTERIAL STREET, FIRE, PARKS, POLICE, RECLAIMED WATER, WASTEWATER, AND WATER SYSTEM DEVELOPMENT FEES

WHEREAS, new development imposes increased and excessive demands on City facilities and infrastructure needed to provide necessary public services; and

WHEREAS, the City projects new development to continue which will place ever-increasing demands on the City to provide public facilities and infrastructure to serve new developments; and

WHEREAS, to the extent that new development places demands upon public facilities and infrastructure, those demands should be satisfied by shifting the responsibility for financing such public facilities and infrastructure from the public to the development creating the demands; and

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

Section 2: Appendix A is hereby amended as follows:

APPENDIX A. FEE SCHEDULE

System Development Fee	Single-Family (unit)	Multi-Family (unit)	Retail/ Commercial (square foot)	Office (square foot)	Industrial/ Warehouse (square foot)	Public/ Quasi-Public (square foot)
Arterial Street[1]	$3,792	$2,059	$3.89	$5.35	$1.05	$1.98[2]
Fire[2]	$308	$259	$0.32	$0.17	$0.08	$0.16
Library[2]	$0	$0	$0.00	$0.00	$0.00	$0.00
Parks - Northwest Service Area[2], [4]	$0	$0	$0.00	$0.00	$0.00	$0.00
Parks - Northeast Service Area[2], [4]	$129	$109	$0.00	$0.00	$0.00	$0.00
Parks - Southeast Service Area[2], [4]	$5,242	$4,424	$0.00	$0.00	$0.00	$0.00
Police[2]	$74	$62	$0.078	$0.04	$0.02	$0.04
Public Buildings[2]	$110	$79	$0.12	$0.08	$0.02	$0.03
Reclaimed Water[3]	$1,094	$464	See Table A			
Wastewater[3]	$5,989	$2,539	See Table A			
Water	$2,460	$822	See Table A			

[1] Assessed in any area south of Frye Road, east of McClintock Road, and north of Frye Road, east of McQueen Road, or east of Palm Lane, north of Pecos Road and west of the Southern Pacific Railroad tracks to Knox Road, or north of Ray Road.

[2] Pursuant to A.R.S. 9-500.18, these non-utility system development fees may not be assessed on school districts or charter schools. In addition, arterial street system development fees shall not be collected from a school district or charter school.

[3] No reclaimed water or wastewater fees for water-only (landscape) connections.

[4] Fees for the Parks - Northwest Service Area are assessed in the area west of Price Road. Fees for the Parks - Northeast Service Area are assessed in the area both east of Price Road and north of the 202 Freeway. Fees for the Parks - Southeast Service Area are assessed in the area both east of Price Road and south of the 202 Freeway.

And Table A is amended as follows:

Table A: Non-Residential Utility System Development Fees				
Water Meter Size	Water Meter Type	Reclaimed Water[1]	Wastewater[1]	
¾"	Disc	$1,641	$8,984	$3,690
1"	Disc	$2,735	$14,973	$6,150
1½"	Disc	$5,470	$29,945	$12,300
2"	Disc/Turbine	$8,752	$47,912	$19,680
3"	Compound	$24,615	$134,753	$55,350
3"	Turbine	$19,145	$104,808	$43,050
4"	Compound	$27,350	$149,725	$61,500
4"	Turbine	$32,820	$179,670	$73,800
6"	Compound	$54,700	$299,450	$123,000
6"	Turbine	$68,375	$374,313	$153,750
8"	Compound	$87,520	$479,120	$196,800
8"	Turbine	$98,460	$539,010	$221,400
10" and Larger	Any	[2]	[2]	[2]

Internship Check-In

Section 3: The amended fees established by this Ordinance shall become effective July 1, 2024.

INTRODUCED AND TENTATIVELY APPROVED by the City of Chandler, Arizona, this _____ day of _____, 2024.

ATTEST:

_____ _____

CITY CLERK MAYOR

PASSED AND ADOPTED by the Mayor and 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. 5083 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on _____ day of _____, 2024, and that a quorum was present thereat.

_____

CITY CLERK

PUBLISHED:

APPROVED AS TO FORM:

_____

CITY ATTORNEY

Chapter 38 SYSTEM DEVELOPMENT FEES[1]

38-1. Title.

This chapter shall be known as the "System Development Fee Ordinance of the City of Chandler," and may be cited as such.

(Ord. No. 4459, 7-8-13)

38-2. Legislative intent and purpose.

This chapter is adopted for the purpose of promoting the health, safety and general welfare of the residents of the City by:

A. Requiring new development to pay its proportionate share of the costs incurred by the City that are associated with providing necessary public services to new development;

B. Setting forth standards and procedures for creating and assessing system development fees consistent with the requirements of Arizona Revised Statutes ("A.R.S.") § 9-463.05, including requirements pursuant to A.R.S. § 9-463.05, Subsection K, that on or before August 1, 2014, the City replace its system development fees that were adopted prior to January 1, 2012 with system development fees adopted pursuant to the requirements of A.R.S. § 9-463.05 as amended by the state legislature in SB 1525, Fiftieth Legislature, First Regular Session;

C. Providing for the temporary continuation of certain system development fees adopted prior to January 1, 2012 until otherwise replaced pursuant to this chapter, or longer where such system development fees were pledged to support financing or debt for a grandfathered facility as permitted by A.R.S. § 9-463.05, Subsections K, R, and S; and

D. Setting forth procedures for administering the system development fee program, including mandatory offsets, credits, and refunds of system development fees. All system development fee assessments, offsets, credits, or refunds must be administered in accordance with the provisions of this chapter.

This chapter shall not affect the City's zoning authority or its authority to adopt or amend its general plan, provided that planning and zoning activities by the City may require amendments to system development fees as provided in Section 38-7 of this chapter.

(Ord. No. 4459, 7-8-13)

[1]Editor's note(s)—Ord. No. 4459, adopted July 8, 2013, amended Ch. 38 in its entirety to read as herein set out. Former Ch. 38, §§ 38-1—38-19, pertained to development fees and charges, and derived from Ord. No. 3047, § 2, adopted Nov. 4, 1999; Ord. No. 3721, adopted Oct. 27, 2005. See the Code Comparative Table for complete derivation.

38-3. Definitions.

When used in this chapter, the terms listed below shall have the following meanings unless the context requires otherwise. Singular terms shall include their plural.

Applicant: A person who applies to the City for a building permit.

Appurtenance: Any fixed machinery or equipment, structure or other fixture, including integrated hardware, software or other components, associated with a capital facility that is necessary or convenient to the operation, use, or maintenance of a capital facility.

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.

Arterial streets: See "Street facilities."

Building permit: A written permit or license issued by an authorized officer of the City, which is intended to: ensure that work is performed according to the applicable provisions of the City's building, safety and zoning codes; authorize the applicant and/or holder to construct a building or structure of a particular kind on specified property; authorize vertical construction; increase square footage; authorize changes to land use; or provide for the addition of a residential or nonresidential point of demand to the water or wastewater system. A building permit may be issued in connection with the construction of a new building or structure or in connection with the substantial alteration of an existing building or structure, either for expansion of an existing use or to accommodate a new use.

Capital facility: An asset having a useful life of three (3) or more years that is a component of one or more categories of necessary public service provided by the City. A capital facility may include any associated purchase of real property, architectural and engineering services leading to the design and construction of buildings and facilities, improvements to existing facilities, improvements to or expansions of existing facilities and associated financing and professional services.

Category of development: A specific type of residential, commercial, or industrial development against which a system development fee is calculated and assessed. The City assesses system development fees against the following types of development within each of the three (3) broader categories of development: (i) for residential development, single-family and multi-family; (ii) for commercial development, retail/commercial and office; and (iii) for industrial, industrial/warehouse and public/quasi-public. The development fees with categories associated with non-residential developments: "retail/commercial," "office," "public/quasi-public" and "industrial/warehouse" take into account that a development or phase of development may contain components of more than one use category but the primary use category for which the development or phase of development is being constructed shall be the basis for which fees are assessed. For uses that cannot readily be designated under a particular category and are not part of a larger retail, industrial or office development, the City Engineer shall determine the category the particular use will be assigned based on which category has a p.m. peak hour trip generation rate equal to or less than the rate for the land use under consideration.

Category of necessary public service: A specific type of necessary public services for which the City is authorized to assess system development fees, as further defined in Section 38-8.A.1 of this chapter.

City: The City of Chandler, Arizona.

Credit: A reduction in an assessed system development fee resulting from developer contributions to, payments for, construction of, or dedications for capital facilities included in an infrastructure improvements plan pursuant to Section 38-12 of this chapter (or as otherwise permitted by this chapter).

Credit agreement: A written agreement between the City and the developer(s) of a subject development that allocates credits to the subject development pursuant to Section 38-12 of this chapter. A credit agreement may be included as part of a development agreement pursuant to Section 38-13 of this chapter.

Credit allocation: A term used to describe when credits are distributed to a particular development or parcel of land after execution of a credit agreement, but are not yet issued.

Credit issuance: A term used to describe when the amount of an assessed system development fee attributable to a particular development or parcel of land is reduced by applying a credit allocation.

Developer: An individual, group of individuals, partnership, corporation, limited liability company, association, municipal corporation, state agency, or other person or entity undertaking land development activity, and their respective successors and assigns.

Development agreement: An agreement prepared in accordance with the requirements of Section 38-13 of this chapter and A.R.S. § 9-500.05 and any applicable requirements of the Chandler City Code.

Direct benefit: A benefit to a development resulting from a capital facility that: (a) addresses the need for a necessary public service created in whole or in part by the development; and that (b) meets either of the following criteria: (i) the capital facility is located in the immediate area of the development and is needed in the immediate area of the development to maintain the level of service; or (ii) the capital facility substitutes for, or eliminates the need for a capital facility that would have otherwise have been needed in the immediate area of the development to maintain the City's level of service.

Dwelling unit: One (1) or more rooms, or a portion of a room in a building, providing complete, independent living facilities for one (1) or more persons including permanent provisions for living, sleeping, eating, cooking and sanitation.

Equipment: Machinery, tools, materials, and other supplies, not including vehicles, that are needed by a capital facility to provide the level of service specified by the infrastructure improvements plan.

Equivalent demand unit (EDU): A unit of demand within a particular category of necessary public services, defined in terms of a standardized measure of the demand that a unit of development in a category of development generates for necessary public services in relation to the demand generated by a single-family dwelling unit. For all categories of necessary public services, the EDU factor for a single-family dwelling unit is one (1), while the EDU factor for a unit of development within another category of development is represented as a ratio of the demand for that category of necessary public services typically generated by that unit as compared to the demand for such services typically generated by a single-family dwelling unit. An EDU shall be a "service unit" for purposes of Paragraph T, Subparagraph 10 of A.R.S. § 9-463.05.

Excluded library facility: Library improvements for which system development fees may not be charged pursuant to A.R.S. § 9-463.05.T.7.(d), including that portion of any library building that exceeds ten thousand (10,000) square feet, and equipment, vehicles or appurtenances associated with library operations.

Excluded park facility: Park and recreational improvements for which system development fees may not be charged pursuant to A.R.S. § 9-463.05.T.7.(g), including amusement parks, aquariums, aquatic centers, auditoriums, arenas, arts and cultural facilities, bandstand and orchestra facilities, bathhouses, boathouses, clubhouses, community centers greater than three thousand (3,000) square feet in floor area, environmental education centers, equestrian facilities, golf course facilities, greenhouses, lakes, museums, theme parks, water reclamation or riparian areas, wetlands, or zoo facilities.

Fee report: A written report adopted pursuant to Section 38-9 of this chapter that identifies the methodology for calculating the amount of each system development fee, explains the relationship between the system development fee to be assessed and the plan-based cost per EDU calculated in the infrastructure improvements plan and which meets other requirements set forth in A.R.S. § 9-463.05.

Financing or *debt:* 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 or associated appurtenances, vehicles or equipment.

Fire protection facilities: A category of necessary public services that includes fire stations, fire equipment, fire vehicles and all appurtenances for fire stations. Fire protection facilities do not include vehicles or equipment used to provide administrative services, or helicopters or airplanes. Fire protection facilities do not include any facility that is used for training firefighters from more than one (1) station or substation.

General plan: Refers to the overall land-use plan for the City establishing areas of the City for different purposes, zones and activities adopted pursuant to City Resolution Number 4195 on June 26, 2008 and as may be amended from time to time thereafter.

Grandfathered facilities: Capital facilities and associated appurtenances, vehicles or equipment provided through financing or debt incurred before June 1, 2011, for which a system development fee has been pledged towards repayment as described in Section 38-5.C of this chapter.

Gross floor area: The sum of the gross horizontal areas of each story of a building measured from the exterior faces of the exterior walls or from the center line of walls separating two (2) buildings or different uses, including attic space with headroom of seven (7) feet or greater and served by a permanent, fixed stair, but not including enclosed off-street parking or loading areas. Gross floor area shall also include areas of buildings within the horizontal projection of the roof or floor above, which do not have surrounding exterior walls but exceed three (3) feet in horizontal dimension. Gross floor area shall also include basements, if provided, and outdoor patios/retail areas without roofs or walls as further described in the definition of retail/commercial.

Gross system development fee: The total system development fee to be assessed against a subject development on a per unit basis, prior to subtraction of any credits.

Industrial/warehouse: Based on the category of development, any establishments primarily engaged in the fabrication, assembly or processing of goods; the display, storage and sale of goods to other firms for resale; activities involving movement and storage of products or equipment; or an enclosed storage facility containing independent, fully enclosed bays that are leased to persons for storage of their household goods or personal property.

Infrastructure improvements plan: A document or series of documents that meet the requirements set forth in A.R.S. § 9-463.05, including those adopted pursuant to Section 38-9 of this chapter to cover any category or combination of categories of necessary public services.

Interim fee schedule: Any system development fee schedule established prior to January 1, 2012, in accordance with then-applicable law, and which shall expire not later than August 1, 2014, pursuant to Section 38-11 of this chapter.

Land use assumptions: Projections of changes in land uses, densities, intensities and population for a service area over a period of at least ten (10) years as specified in Section 38-7 of this chapter.

Level of service: A quantitative and/or qualitative measure of a necessary public service that is to be provided by the City to development in a particular service area, defined in terms of the relationship between service capacity and service demand, accessibility, response times, comfort or convenience of use, or other similar measures or combinations of measures. Level of service may be measured differently for different categories of necessary public services, as identified in the applicable infrastructure improvements plan.

Library facilities: A category of necessary public services in which literary, musical, artistic, or reference materials are kept (materials may be kept in any form of media such as electronic, magnetic, or paper) for non-commercial use by the public in a facility providing a direct benefit to development. Libraries do not include excluded library facilities, although a library may contain, provide access to, or otherwise support an excluded library facility.

Lot: As defined in Section 35-200 of the Chandler City Code, a piece or parcel of land separated from other parcels of land by description, as in a subdivision or on a record survey map or by metes and bounds, for purposes of sale, lease or separate use, and having frontage on at least one (1) street.

Multi-family: A building or buildings containing multiple dwelling units that has a single City water meter serving the building(s).

Necessary public services: "Necessary public services" shall have the meaning prescribed in A.R.S. § 9-463.05, Subsection T, Paragraph 7.

Non-residential: All land uses, except single-family and multi-family.

Office: Based on the category of development, professional, business, administrative, executive, medical and dental buildings and clinics, and other buildings having no storage of stock-in-trade (other than samples) or heavy equipment and no sale of commodities on the premises.

Offset: An amount which is subtracted from the overall costs of providing necessary public services to account for those capital facilities or associated debt that will be paid for by a development through taxes, fees (except for system development fees), and other revenue sources, as determined by the City pursuant to Section 38-8.13 of this chapter.

Park facilities: A category of necessary public services including but not limited to parks, swimming pools and related facilities and equipment located on real property not larger than thirty (30) acres in area, as well as park facilities larger than thirty (30) acres where such facilities provide a direct benefit. Park facilities do not include excluded park facilities, although park facilities may contain, provide access to, or otherwise support an excluded park facility.

Plan-based cost per EDU: The total future capital costs identified in the infrastructure improvements plan for a category of necessary public services as attributable to new development over a specified time period divided by the total new equivalent demand units projected in a particular service area for that category of necessary public services over the same time period.

Pledged: Where used with reference to a system development fee, a system development fee shall be considered "pledged" where it was identified by the City as a source of payment or repayment for financing or debt that was identified as the source of financing for a necessary public service for which a system development fee was assessed pursuant to the then-applicable provisions of A.R.S. § 9-463.05.

Police facilities: A category of necessary public services, including vehicles and equipment, that are used by law enforcement agencies to preserve the public peace, prevent crime, detect and arrest criminal offenders, protect the rights of persons and property, regulate and control motorized and pedestrian traffic, train sworn personnel, and/or provide and maintain police records, vehicles, equipment and communications systems. Police facilities do not include vehicles and equipment used to provide administrative services, or helicopters or airplanes. Police facilities do not include any facility that is used for training officers from more than one station or substation.

Public or *quasi-public:* Based on the category of development, a governmental or institutional use, or a non-profit recreational use, not located in a retail/commercial establishment. Typical uses include elementary, secondary or higher educational establishments, day care centers, hospitals, mental institutions, nursing homes, assisted living facilities, group homes, adult care homes, fire stations, city halls, county court houses, post offices, jails, libraries, museums, places of religious worship, military bases, airports, bus stations, fraternal lodges, parks and playgrounds.

Public school: An institution of learning which receives public funding and offers tuition-free education for all children, including some or all of the grades from kindergarten through 12th grade. The site may contain athletic, dining, assembly and recreation facilities.

Qualified professional: Any one of the following: (a) a professional engineer, surveyor, financial analyst or planner, or other licensed professional providing services within the scope of that person's education or experience related

to city planning, zoning, or system development fees and holding a license issued by an agency or political subdivision of the State of Arizona; (b) a financial analyst, planner, or other non-licensed professional who is providing services within the scope of the person's education or experience related to city planning, zoning, or system development fees; or (c) any other person operating under the supervision of one or more of the above.

Residential land use: A single-family or multi-family development.

Retail/commercial: Based on the category of development, establishments primarily devoted to, or intended for, the sale, lease, rental or display of goods, food or merchandise for consumption by the general public, including any outdoor sales and display area(s) and storage/stockroom area(s) but excluding any outdoor area for sale of cars, trucks, boats, recreational vehicles or manufactured dwellings. Calculation of gross floor area shall include all other indoor and outdoor sales areas or customer service area(s) that may be incidental to, but nevertheless share customer walking aisles or store entrances.

Service area: Any specified area within the boundaries of the City within which: (a) the City will provide a category of necessary public services to development at a planned level of service; and (b) within which (i) a substantial nexus exists between the capital facilities to be provided and the development to be served, or (ii) in the case of library facilities or a park facility larger than thirty (30) acres, a direct benefit exists between the library facilities or park facilities and the development to be served, each as prescribed in the infrastructure improvements plan. Some or all of the capital facilities providing service to a service area may be physically located outside of that service area provided that the required substantial nexus or direct benefit is demonstrated to exist.

Single-family: A building containing one (1) dwelling unit that is not attached to any other dwelling unit and has its own City water meter.

Storm drainage: A category of necessary public services including but not limited to storm sewers constructed in sizes needed to provide for stormwater management for areas beyond major street projects and stormwater detention/retention basins, tanks, pump stations and channels necessary to provide for proper stormwater management, including any appurtenances for those facilities.

Street facilities: A category of necessary public service, which includes a "street" (as defined in Section 1-2 of the Chandler City Code) that is identified in the zoning code (Chapter 35 of the Chandler City Code) as an arterial street, or which is a road that has been so designated on an officially adopted plan of the City; and also includes traffic signals, rights-of-way, and improvements thereon; culverts, irrigation tiling, and storm drains serving such streets.

Subject development: A land area linked by a unified plan of development, which must be contiguous unless the land area is part of a development agreement executed in accordance with Section 38-13 of this chapter.

Substantial nexus: A substantial nexus exists where the demand for necessary public services that will be generated by a development can be reasonably quantified in terms of the burden it will impose on the available capacity of existing capital facilities, the need it will create for new or expanded capital facilities, and/or the benefit to the development from those capital facilities.

Swimming pool: A public facility primarily designed and/or utilized for recreational non-competitive functions generally occurring within water, including, but not limited to, swimming classes, open public swimming sessions and recreational league swimming/diving events. The facility may be indoors, outdoors, or any combination thereof, and includes all necessary supporting amenities.

Useful life: The period of time in which an asset can reasonably be expected to be used under normal conditions, whether or not the asset will continue to be owned and operated by the City over the entirety of such period.

Vehicle: Any device, structure, or conveyance utilized for transportation in the course of providing a particular category of necessary public services at a specified level of service, excluding helicopters and other aircraft.

Wastewater: A category of necessary public services including but not limited to sanitary sewer lines, lift stations, reclamation plants, wastewater treatment plants, and all other facilities for the collection, interception,

transportation, treatment and disposal of wastewater, as well as for the distribution of reclaimed water, and any appurtenances for those facilities.

Water: A category of necessary public services including but not limited to those facilities necessary to provide for water services to development, including the acquisition, supply, transportation, treatment, purification and distribution of water, and any appurtenances to those facilities.

(Ord. No. 4459, 7-8-13)

38-4. Applicability.

A. Except as otherwise provided herein, from and after June 27, 2013, this chapter shall apply to all new development within any service area.

B. The provisions of this chapter shall apply to all of the territory within the corporate limits of the City, and water, reclaimed water and wastewater system development fees shall apply within the City's water, reclaimed water and wastewater service areas, subject to the following:

1. Arterial street system development fees shall only be assessed in the area south of Frye Road, east of McClintock Road, and north of Frye Road, east of McQueen Road, or east of Palm Lane, north of Pecos Road and west of the Southern Pacific Railroad tracks to Knox Road, or north of Ray Road.

2. Wastewater and reclaimed water fees shall not be assessed on water-only (landscape) connections.

C. The City Engineer or his/her designee is authorized to make determinations regarding the application, administration and enforcement of the provisions of this chapter.

(Ord. No. 4459, 7-8-13; Ord. No. 4528, § 1, 5-8-14; Ord. No. 4876, § 1, 4-25-19)

38-5. Authority and requirements.

A. *Fee report and implementation.* The City may assess and collect a system development fee for costs of necessary public services, including all professional services required for the preparation or revision of an infrastructure improvements plan, fee report, system development fee, and required reports or audits conducted pursuant to this chapter. System development fees shall be subject to the following requirements:

1. The City shall develop and adopt a fee report that analyzes and defines the system development fees to be charged in each service area for each category of necessary public service, based on the infrastructure improvements plan and the plan-based cost per EDU calculated pursuant to Section 38-8.A.14 of this chapter.

2. System development fees shall be assessed against all new commercial, residential, and industrial developments, provided that the City may assess different amounts of system development fees against specific categories of development based on the actual burdens and costs that are associated with providing necessary public services to that category of development. No system development fee shall exceed the plan-based cost per EDU for any category of development.

3. No system development fees shall be charged, or credits issued, for any capital facility that does not fall within one of the categories of necessary public services for which system development fees may be assessed as identified in Section 38-8.A.1 of this chapter.

4. Costs for necessary public services made necessary by new development shall be based on the same level of service provided to existing development in the same service area. System development fees may not be used to provide a higher level of service to existing development or to meet stricter safety, efficiency,

environmental, or other regulatory standards to the extent that these are applied to existing capital facilities that are serving existing development.

5. System development fees may not be used to pay the City's administrative, maintenance, or other operating costs.

6. Projected interest charges and financing costs can only be included in system development fees to the extent they represent principal and/or interest on the portion of any financing or debt used to finance the construction or expansion of a capital facility identified in the infrastructure improvements plan.

7. Except for any fees included on interim fee schedules, all system development fees charged by the City must be included in a "Fee Schedule" prepared and adopted pursuant to this chapter.

8. All system development fees shall meet the requirements of A.R.S. § 9-463.05.

B. *Costs per EDU.* The fee report shall summarize the costs of capital facilities necessary to serve new development on a per EDU basis as defined and calculated in the infrastructure improvements plan, including all required offsets, and shall recommend a system development fee schedule for adoption by the City. The actual system development fees to be assessed shall be disclosed and adopted in the form of system development fee schedules in Appendix A to this chapter.

C. *Carry-over of previously-established system development fees, credits and grandfathered facilities.* Notwithstanding the requirements of this chapter, certain system development fees adopted by the City prior to the effective date of this chapter shall continue in effect as follows:

1. Until August 1, 2014, or the date a new system development fee is adopted for the applicable category of necessary public services in a service area pursuant to this chapter, whichever occurs first, system development fees established prior to January 1, 2012, shall continue in full force and effect to the extent that the system development fee is used to provide a category of necessary public services that is authorized by Section 38-8.A.1 of this chapter. System development fees collected prior to January 1, 2012, shall be expended on capital facilities within the same category of necessary public services for which they were collected.

2. The City may continue to collect and use any system development fee established before January 1, 2012, even if the system development fee would not otherwise be permitted to be collected and spent pursuant to A.R.S. § 9-463.05, as amended by the state legislature in SB 1525, Fiftieth Legislature, First Regular Session, if either of the following apply:

(a) Both of the following conditions are met:

i. Prior to June 1, 2011, the system development fee was pledged towards the repayment of financing or debt incurred by the City to provide a capital facility.

ii. The applicable capital facility was included in the City's infrastructure improvements plan, or other City planning document prepared pursuant to applicable law, prior to June 1, 2011.

(b) Before August 1, 2014, the City uses the system development fee to finance a capital facility in accordance with A.R.S. § 9-463.05, Subsection S.

3. Defined terms in any previously established fee schedule shall be interpreted according to the ordinance in effect at the time of their adoption.

(Ord. No. 4459, 7-8-13)

38-6. Administration.

A. *Separate accounts.* System development fees collected pursuant to this chapter shall be placed in separate, interest-bearing accounts for each category of necessary public services within each service area.

B. *Limitations on use of fees.* System development fees and any interest thereon collected pursuant to this chapter shall be spent to provide capital facilities associated with the same category of necessary public services in the same service area for which they were collected, including costs of financing or debt used by the City to finance such capital facilities and other costs authorized by this chapter that are included in the infrastructure improvements plan.

C. *Time limit.* System development fees collected after July 31, 2014 shall be used within ten (10) years of the date upon which they were collected for all categories of necessary public services except for water and wastewater facilities. System development fees for water facilities or wastewater facilities collected after July 31, 2014 shall be used within fifteen (15) years of the date upon which they were collected.

(Ord. No. 4459, 7-8-13)

38-7. Land use assumptions.

The infrastructure improvements plan shall be consistent with the City's current land use assumptions for each service area and each category of necessary public services as adopted by the City pursuant to A.R.S. § 463.05.

A. *Reviewing the land use assumptions.* Prior to the adoption or amendment of an infrastructure improvements plan, the City shall review and evaluate the land use assumptions on which the infrastructure improvements plan is to be based to ensure that the land use assumptions within each service area conform to the general plan.

B. *Evaluating necessary changes.* If the land use assumptions upon which an infrastructure improvements plan is based have not been updated within the last five (5) years, the City shall evaluate the land use assumptions to determine whether changes are necessary. If, after general evaluation, the City determines that the land use assumptions are still valid, the City shall issue the notice required in Section 38-10.B of this chapter.

C. *Required modifications to land use assumptions.* If the City determines that changes to the land use assumptions are necessary in order to adopt or amend an infrastructure improvements plan, it shall make such changes as necessary to the land use assumptions prior to or in conjunction with the review and approval of the infrastructure improvements plan pursuant to Section 38-9 of this chapter.

(Ord. No. 4459, 7-8-13)

38-8. Infrastructure improvements plan.

A. *Infrastructure improvements plan contents.* The infrastructure improvements plan shall be developed by qualified professionals and may be based upon or incorporated within the City's capital improvements plan. The infrastructure improvements plan shall:

1. Specify the categories of necessary public services for which the City will impose a system development fee, which may include any or all of the following:

(a) Water (including water system development fees and water resource system development fees);

(b) Wastewater (including wastewater system development fees/trunkline, wastewater system development fees/treatment and reclaimed water system development fees);

(c) Stormwater, drainage, and flood control;

(d) Libraries;

(e) Street facilities;

(f) Fire protection;

(g) Police; and

(h) Parks.

2. Define and provide a map of one or more service areas within which the City will provide each category of necessary public services for which system development fees will be charged. Each service area must be defined in a manner that demonstrates a substantial nexus between the capital facilities to be provided in the service area and the EDUs to be served by those capital facilities. For libraries and for parks larger than thirty (30) acres, each service area must be defined in a manner that demonstrates a direct benefit between the capital facilities and the EDUs to be served by those capital facilities. The City may cover more than one category of capital facilities in the same service area provided that there is an independent substantial nexus or direct benefit, as applicable, between each category of necessary public services and the EDUs to be served.

3. Identify and describe the land use assumptions upon which the infrastructure improvements plan is based in each service area.

4. Analyze and identify the existing level of service provided by the City to existing EDUs for each category of necessary public services in each service area.

5. Identify the level of service to be provided by the City for each category of necessary public services in each service area based on the relevant land use assumptions and any established City standards or policies related to required levels of service. If the City provides the same category of necessary public services in more than one service area, the infrastructure improvements plan shall include a comparison of the levels of service to be provided in each service area.

6. For each category of necessary public services, analyze and identify the existing capacity of the capital facilities in each service area, the utilization of those capital facilities by existing EDUs and the available excess capacity of those capital facilities to serve new EDUs including any existing or planned commitments or agreements for the usage of such capacity. The infrastructure improvements plan shall additionally identify any changes or upgrades to existing capital facilities that will be needed to achieve or maintain the planned level of service to existing EDUs, or to meet new safety, efficiency, environmental, or other regulatory requirements for services provided to existing EDUs.

7. Identify any grandfathered facilities and the impact thereof on the need for necessary public services in each affected service area.

8. Estimate the total number of existing and future EDUs within each service area based on the City's land use assumptions and projected new EDUs in each service area.

9. Based on the analysis in Subsections 3—6 of this Section, provide a summary table or tables describing the level of service for each category of necessary public services by relating the required capital facilities to EDUs in each service area, and identifying the applicable EDU factor associated with each category of development.

10. For each category of necessary public services, analyze and identify the projected utilization of any available excess capacity in existing capital facilities, and all new or expanded capital facilities that will be required to provide and maintain the planned level of service in each service area as a result of the new projected EDUs in that service area, for a period not to exceed ten (10) years. Nothing in this subsection shall prohibit the City from additionally including in its infrastructure improvements plan projected utilization of,

or needs for, capital facilities for a period longer than ten (10) years, provided that the costs of such capital facilities are excluded from the calculation of the plan-based cost per EDU.

11. For each category of necessary public services, estimate the total cost of any available excess capacity and/or new or expanded capital facilities that will be required to serve new EDUs, including costs of land acquisition, improvements, engineering and architectural services, studies leading to design, design, construction, financing, and administrative costs, as well as projected costs of inflation. Such total costs shall not include costs for ongoing operation and maintenance of capital facilities, nor for replacement of capital facilities to the extent that such replacement is necessary to serve existing EDUs. If the infrastructure improvements plan includes changes or upgrades to existing capital facilities that will be needed to achieve or maintain the planned level of service to existing EDUs, or to meet new regulatory requirements for services provided to existing EDUs, such costs shall be identified and distinguished in the infrastructure improvements plan.

12. Forecast the revenues from taxes, fees, assessments or other sources that will be available to fund the new or expanded capital facilities identified in the infrastructure improvements plan, 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. The infrastructure improvements plan shall additionally estimate the time required to finance, construct and implement the new or expanded capital facilities.

13. Calculate required offsets as follows:

(a) From the forecasted revenues in Subsection 12 of this Section, identify those sources of revenue that: (i) are attributable to new development, and (ii) will contribute to paying for the capital costs of necessary public services.

(b) For each source and amount of revenue identified pursuant to paragraph (a) of this subsection, calculate the relative contribution of new development paying for the capital costs of necessary public services in each service area.

(c) Based on the relative contributions identified pursuant to paragraph (b) of this subsection, for each category of necessary public services, calculate the total offset to be provided in each service area.

(d) For each category of necessary public services, convert the total offset to be provided in each service area into an offset amount per EDU by dividing the total offset by the number of new EDUs.

(e) Beginning August 1, 2014, for purposes of calculating the required offset, if the City imposes a construction, contracting, or similar excise tax rate in excess of the percentage amount of the transaction privilege tax rate that is imposed on the majority of other transaction privilege tax classifications in the City, 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 new development unless the excess portion is already utilized for such purpose pursuant to this section.

(f) In determining the amount of required offset for land included in a community facilities district established under A.R.S. Title 48, Chapter 4, Article 6, the City shall take into account any capital facilities provided by the district that are included in the infrastructure improvements plan and the capital costs paid by the district for such capital facilities, and shall offset system development fees assessed within the community facilities district proportionally.

14. Calculate the plan-based cost per EDU by:

(a) Dividing the total projected costs to provide capital facilities to new EDUs for each category of necessary public services in each service area as determined pursuant to Subsections 1 through 12 of

this Section by the total number of new EDUs projected for that service area over a period not to exceed ten (10) years for each category of necessary public services.

(b) Subtracting the required offset per EDU calculated pursuant to Subsection 13 of this Section.

B. *Multiple plans.* An infrastructure improvements plan adopted pursuant to this subsection may address one or more of the City's categories of necessary public services in any or all of the City's service areas. Each capital facility shall be subject to no more than one infrastructure improvements plan at any given time.

C. *Reserved capacity.* The City may reserve capacity in an infrastructure improvements plan to serve one or more planned future developments, including capacity reserved through a development agreement pursuant to Section 38-13 of this chapter. All reservations of existing capacity must be disclosed in the infrastructure improvements plan at the time it is adopted.

(Ord. No. 4459, 7-8-13)

38-9. Adoption and modification procedures.

A. *Adopting or amending the infrastructure improvements plan.* The infrastructure improvements plan shall be adopted or amended subject to the following procedures:

1. *Major amendments to the infrastructure improvements plan.* Except as provided in paragraph 2 of this subsection, the adoption or amendment of an infrastructure improvements plan shall occur at one or more public hearings according to the following schedule, and may occur concurrently with the adoption of an update of the City's land use assumptions as provided in Section 38-7 of this chapter:

(a) Sixty (60) days before the first public hearing regarding a new or updated infrastructure improvements plan, the City shall provide public notice of the hearing and post the infrastructure improvements plan and the underlying land use assumptions on its website; the City shall additionally make available to the public the documents used to prepare the infrastructure improvements plan and underlying land use assumptions and the amount of any proposed changes to the plan-based cost per EDU.

(b) The City shall conduct a public hearing on the infrastructure improvements plan and underlying land use assumptions.

(c) The City shall approve or disapprove the infrastructure improvements plan within sixty (60) days, but no sooner than thirty (30) days, after the public hearing. If the document was amended as a result of the public hearing, the revised infrastructure improvements plan shall be posted on the City's public website at least fifteen (15) days prior to the meeting.

2. *Minor amendments to the infrastructure improvements plan.* Notwithstanding the other requirements of this section, the City may update the infrastructure improvements plan and/or its underlying land use assumptions without a public hearing if all of the following apply:

(a) The changes in the infrastructure improvements plan and/or the underlying land use assumptions will not add any new category of necessary public services to any service area.

(b) The changes in the infrastructure improvements plan and/or the underlying land use assumptions will not increase the level of service to be provided in any service area.

(c) Based on an analysis of the fee report and the City's adopted system development fee schedules, the changes in the infrastructure improvements plan and/or the underlying land use assumptions would not, individually or cumulatively with other amendments undertaken pursuant to this subsection, have caused a system development fee in any service area to have been increased by more

than five (5) per cent above the system development fee that is provided in the current system development fee schedule.

(d) At least thirty (30) days prior to the date that the any amendment pursuant to this section is adopted, the City shall post the proposed amendments on the City website.

B. *Adopting or amending the fee report.* Any adoption or amendment of a fee report and fee schedule shall occur at one or more public hearings according to the following schedule:

1. The first public hearing on the fee report and fee schedule must be held at least thirty (30) days after the adoption or approval of the infrastructure improvements plan as provided in Subsection A of this Section. The City must give at least thirty (30) days notice prior to the hearing, provided that this notice may be given on the same day as the approval or disapproval of the infrastructure improvements plan.

2. The City shall make the fee report and fee schedule available to the public on the City's website thirty (30) days prior to the public hearing described in paragraph 1 of this subsection.

3. The fee report and fee schedule may be adopted by the City no sooner than thirty (30) days, and no later than sixty (60) days, after the hearing described in paragraph 1 of this subsection. If the document was amended as a result of the public hearing, the revised fee report shall be posted on the City's public website at least fifteen (15) days prior to the meeting.

4. The development fee schedules adopted pursuant to this subsection shall become effective no earlier than seventy-five (75) days after adoption of the fee report by the City.

(Ord. No. 4459, 7-8-13)

38-10. Timing of updates.

A. *Updating the infrastructure improvements plan.* Except as provided in Subsection B of this Section, not later than every five (5) years the City shall update the applicable infrastructure improvements plan and fee report related to each category of necessary public services pursuant to Section 38-9 of this chapter. Such five-year period shall be calculated from the date of the adoption of the infrastructure improvements plan.

B. *Determination of no changes.* Notwithstanding Subsection A of this Section, if the City determines that no changes to an infrastructure improvements plan, underlying land use assumptions, or fee report are needed, the City may elect to continue the existing infrastructure improvements plan and fee report without amendment by providing notice as follows:

1. Notice of the determination shall be published at least one hundred eighty (180) days prior to the end of the five-year period described in Subsection A of this Section.

2. The notice shall identify the infrastructure improvements plan and fee report that shall continue in force without amendment.

3. The notice shall provide a map and description of the service area(s) covered by such infrastructure improvements plan and fee report.

4. The notice shall identify an address to which any resident of the City may submit, within sixty (60) days, a written request that the City update the infrastructure improvements plan, underlying land use assumptions, and/or fee report and the reasons and basis for the request.

C. *Response to comments.* The City shall consider and respond within thirty (30) days to any timely requests submitted pursuant to paragraph 4 of Subsection B of this Section.

(Ord. No. 4459, 7-8-13)

38-11. Collection of fees.

A. *Collection.* System development fees, together with any administrative charges assessed to defray the costs of administering this chapter, shall be calculated and collected at issuance of permission to commence development; specifically:

1. Unless otherwise specified pursuant to a Development agreement adopted pursuant to Section 38-13 of this chapter, system development fees shall be paid at the time of issuance of a building permit according to the current system development fee schedule for the applicable service area(s) as adopted pursuant to this chapter, or according to any other applicable system development fee schedule as authorized in this chapter.

(a) The City shall determine the amount of each required system development fee through the use of the applicable fee schedule.

(b) The City shall determine the category of development for each development based on the land use(s) applicable to the lot to be developed in its entirety. The system development fees for retail/commercial, office, public/quasi-public and industrial/warehouse shall take into account that a development or phase of development may contain components of more than one use category but the primary use category for which the development or phase of development is being constructed shall be the basis for which fees are assessed. If a lot consists of two (2) or more separate areas with different land uses applicable to each separate area, then the system development fee shall be determined by adding up all the fees that would be applicable for each land use type in each separate area. Determinations of the category of development by the City Engineer may be appealed to the City Manager or his/her designee.

(c) The City shall determine the water meter size for each lot based on the actual meter size installed on each lot. If the exact meter size is not listed in a table, then the City shall use the next largest meter size in such table. If a lot consists of two (2) or more separate areas with separate meters in each separate area, then the system development fee shall be determined by adding up all the fees that would be applicable for each meter size in each separate area. If a new wastewater customer is not a water customer, the City Engineer will determine the appropriate water meter size based on the estimated wastewater generation for the project.

(d) In assessing the system development fees for non-residential land use types, square footage shall be measured in terms of gross floor area, and any determination of square footage shall be in whole units, with any fractions thereof being rounded up to the next square foot.

(e) System development fees for development projects involving an addition to or remodeling of an existing facility, change of use, change of housing type, change of meter size or other modification or redevelopment of a previously developed lot or building with a valid certificate of occupancy shall be calculated as follows: the applicable system development fees for the proposed development as set forth in the current system development fee schedules minus the applicable system development fees for the previous development as set forth in the current system development fee schedules. In the event that the difference is negative, no refund of previously paid system development fees shall be made.

2. If a building permit is not required for the development, but water or wastewater connections are required, any and all system development fees due shall be paid at the time the water service connection is purchased. If only a wastewater connection is required, the system development fees shall be paid prior to approval of a connection to the sewer system. If no building permit or water or wastewater connection is required, all system development fees shall be paid prior to development approval. Wastewater system development fees shall be assessed if a development connects to the public sewer, or as determined by the City Engineer, is capable of discharging sewage to a City public sewer.

3. If the development is located in a service area with a stormwater, drainage, and flood control system development fee, and neither a building permit, water, or sewer service connection is required, the storm drainage system development fee due shall be paid at the time a civil or site permit is issued for the development.

4. No building permit, water or sewer connection, or certificate of occupancy shall be issued if a system development fee is not paid as directed in the previous paragraphs.

5. If the building permit is for a change in the type of building use, an increase in square footage, a change to land use, or an addition to a point of demand to the water or wastewater system, the system development fee shall be assessed on the additional service units resulting from the expansion or change, and following the system development fee schedule applicable to any new use type.

6. For issued permits that expire or are voided, system development fees and administrative charges shall be as follows:

(a) If the original permittee is seeking to renew an expired or voided permit, and the system development fees paid for such development have not been refunded, then the permittee shall pay the difference between any system development fees paid at the time the permit was issued and those in the fee schedule at the time the permit is reissued or renewed.

(b) If a new or renewed permit for the same development is being sought by someone other than the original permittee, the new permit applicant shall pay the full system development fees specified in the fee schedule in effect at the time that the permits are reissued or renewed. If the original permittee has assigned its rights under the permits to the new permit applicant, the new permit applicant shall pay system development fees as if it were the original permittee.

B. *Exceptions.* System development fees shall not be owed under any of the following conditions.

1. System development fees have been paid for the development and the permit(s) which triggered the collection of the system development fees have not expired or been voided.

2. The approval(s) that trigger the collection of system development fees involve modifications to existing development that do not: (a) add new EDUs, (b) increase the impact of existing EDUs on existing or future capital facilities, or (c) change the land-use type of the existing development to a different category of development for which a higher system development fee would have been due. To the extent that any modification does not meet the requirements of this paragraph, the system development fee due shall be the difference between the system development fee that was or would have been due on the existing development and the system development fee that is due on the development as modified.

3. Public schools and charter schools shall be exempt from payment of non-utility system development fees in accordance with A.R.S. § 9-500.18 with the exception of arterial street system development fees. In addition, public schools and charter schools shall be exempt from arterial street system development fees.

4. Separate water meters installed for irrigation purposes only shall not be included in the calculation of the wastewater system development fee. In redevelopment situations, credit shall be issued for existing water meters assigned to the property in question based on the current utility system development fees in effect at the time. When a building(s) is demolished as part of redevelopment, any credits will be applied to utility system development fees owed. When a larger water meter is required to serve an existing building due to a change in use, the difference between the value of the existing meter system development fees in current dollars will be applied against any new system development fees owed.

Water, wastewater and reclaimed water system development fees shall not be charged for meters dedicated only for fire flow. In the case of a change of use of an existing building where a larger meter is required to accommodate fire flow, the system development fees will be based only on the meter size upgrade that is required for domestic consumption.

5. Temporary structures for which an administrative use permit is secured for use as a sales office and not for residential or other purposes and intended to be removed within the two-year period granted under the use permit shall be exempt from system development fees. This exemption shall not apply where the temporary building is erected on a parcel of land upon which a permanent building with permanent facilities is to be constructed.

C. *Temporary exemptions from system development fee schedules.* New developments in the City shall be temporarily exempt from increases in system development fees that result from the adoption of new or modified system development fee schedules as follows:

1. *Single-family uses.* On or after the day that the first building permit is issued for a single-family development, the City shall, at the permittee's request, provide the permittee with an applicable system development fee schedule that shall be in force for a period of twenty-four (24) months beginning on the day that the first building permit is issued, and which shall expire at the end of the first business day of the 25th month thereafter. During the effective period of the applicable system development fee schedule, any building permit issued for the same single-family development shall not be subject to any new or modified system development fee schedule, provided that if the City reduces the amount of an applicable system development fee during the period that a grandfathered system development fee schedule is in force, the City shall assess the lower system development fee.

2. *Non-residential and multi-family uses.* On or after the day that the final approval is issued for a non-residential or multi-family development, the City shall provide an applicable system development fee schedule that shall be in force for a period of twenty-four (24) months beginning on the day that final development approval of a site plan or final subdivision plat is given, and which shall expire at the end of the first business day of the 25th month thereafter. For the purpose of this paragraph, final approval shall mean the approval of a site plan or, if no site plan is submitted for the development, the approval of a final subdivision plat. During the effective period of the applicable system development fee schedule, any building permit issued for the same development shall not be subject to any new or modified system development fee schedule, provided that if the City reduces the amount of an applicable system development fee during the period that a grandfathered system development fee schedule is in force, the City shall assess the lower system development fee.

3. *Other development.* Any development not covered under paragraphs 1 and 2 of this subsection shall pay system development fees according to the fee schedule that is current at the time of collection as specified in Subsection A of this Section.

4. *Changes to site plans and subdivision plats.* Notwithstanding the other requirements of this subsection, if changes are made to a development's final site plan or subdivision plat that will increase the number of service units after the issuance of a grandfathered system development fee schedule, the City may assess any new or modified system development fees against the additional service units.

D. *Option to pursue special fee determination.* The development fees with categories "Retail/Commercial," "Office," "Public/Quasi-Public" and "Industrial/Warehouse" take into account that a development or phase of development may contain components of more than one use category but the primary use category for which the development or phase of development is being constructed shall be the basis for which fees are assessed. For uses that cannot readily be designated under a particular category and are not part of a larger retail, industrial or office development, the City Engineer shall determine the category the particular use will be assigned based on which category has a p.m. peak hour trip generation rate equal to or less than the rate for the land use under consideration.

(Ord. No. 4459, 7-8-13; Ord. No. 4528, § 1, 5-8-14)

38-12. Credits and credit agreements.

A. *Eligibility of capital facility.* All system development fee credits must meet the following requirements:

1. One of the following is true:

(a) The capital facility, or the financial contribution toward a capital facility that will be provided by the developer and for which a credit will be issued, must be identified in an adopted infrastructure improvements plan and fee report as a capital facility for which a system development fee was assessed; or

(b) The applicant must demonstrate to the satisfaction of the City that, given the class and type of improvement, the subject capital facility should have been included in the infrastructure improvements plan in lieu of a different capital facility that was included in the infrastructure improvements plan and for which a system development fee was assessed. If the subject capital facility is determined to be eligible for a credit in this manner, the City shall amend the infrastructure improvements plan to (i) include the subject replacement facility and (ii) delete the capital facility that will be replaced.

2. Credits shall not be available for any capital facility provided by a developer if the cost of such capital facility will be repaid to the developer by the City through another agreement or mechanism. To the extent that the developer will be paid or reimbursed by the City for any contribution, payment, construction, or dedication from any City funding source including an agreement to reimburse the developer with future collected system development fees pursuant to Section 38-13 of this chapter, any credits claimed by the developer shall be: (a) deducted from any amounts to be paid or reimbursed by the City; or (b) reduced by the amount of such payment or reimbursement.

B. *Eligibility of subject development.* To be eligible for a credit, the subject development must be located within the service area of the eligible capital facility.

C. *Calculation of credits.* Credits will be based on that portion of the costs for an eligible capital facility identified in the adopted infrastructure improvements plan for which a development fee was assessed pursuant to the fee report. If the gross system development fee for a particular category of necessary public service is adopted at an amount lower than the plan-based cost per EDU, the amount of any credit shall be reduced in proportion to the difference between the plan-based cost per EDU and the gross system development fee adopted. A credit shall not exceed the actual costs the applicant incurred in providing the eligible capital facility, nor shall it exceed the amount of the applicable system development fee for the subject development.

D. *Allocation of credits.* Before any credit can be issued to a subject development (or portion thereof), the credit must be allocated to that development as follows:

1. The developer and the City must execute a credit agreement including all of the following:

(a) The total amount of the credits resulting from provision of an eligible capital facility.

(b) The estimated number of EDUs to be served within the subject development.

(c) The method by which the credit values will be distributed within the subject development.

2. It is the responsibility of the developer to request allocation of system development fee credits through an application for a credit agreement (which may be part of a Development agreement entered into pursuant to Section 38-13 of this chapter).

3. If a building permit is issued or a water/sewer connection is purchased, and a system development fee is paid prior to execution of a credit agreement for the subject development, no credits may be allocated retroactively to that permit or connection. Credits may be allocated to any remaining permits for the subject development in accordance with this chapter.

4. If the entity that provides an eligible capital facility sells or relinquishes a development (or portion thereof) that it owns or controls prior to execution of a credit agreement or Development agreement, credits resulting from the eligible capital facility will only be allocated to the development if the entity legally assigns such rights and responsibilities to its successor(s) in interest for the subject development.

5. If multiple entities jointly provide an eligible capital facility, both entities must enter into a single credit agreement with the City, and any request for the allocation of credit within the subject development(s) must be made jointly by the entities that provided the eligible capital facility.

6. Credits may only be reallocated from or within a subject development with the City's approval of an amendment to an executed credit agreement, subject to the following conditions:

(a) The entity that executed the original agreement with the City, or its legal successor in interest, and the entity that currently controls the subject development are parties to the request for reallocation.

(b) The reallocation proposal does not change the value of any credits already issued for the subject development.

7. A credit agreement may authorize the allocation of credits to a non-contiguous parcel only if all of the following conditions are met:

(a) The entity that executed the original agreement with the City or its legal successor in interest, the entity that currently controls the subject development, and the entity that controls the non-contiguous parcel are parties to the request for reallocation.

(b) The reallocation proposal does not change the value of any credits already issued for the subject development.

(c) The non-contiguous parcel is in the same service area as that served by the eligible capital facility.

(d) The non-contiguous parcel receives a necessary public service from the eligible capital facility.

(e) The credit agreement specifically states the value of the credits to be allocated to each parcel and/or EDU, or establishes a mechanism for future determination of the credit values.

(f) The credit agreement does not involve the transfer of credits to or from any property subject to a development agreement.

(g) The City must obtain ownership or control of the Capital Facility subsequent to August 1, 2014 to allow for allocation of credits to non-contiguous parcels.

E. *Credit agreement.* Credits shall only be issued pursuant to a credit agreement executed in accordance with Subsection D of this Section. The City Engineer or authorized designee is authorized by this chapter to enter into a credit agreement with the controlling entity of a subject development, subject to the following:

1. The developer requesting the credit agreement shall provide all information requested by the City to allow it to determine the value of the credit to be applied.

2. An application for a credit agreement shall be submitted to the City by the developer within one year of the date on which ownership or control of the capital facility passes to the City.

3. The developer shall submit a draft credit agreement to the City Engineer or authorized designee(s) for review in the form provided to the applicant by the City. The draft credit agreement shall include, at a minimum, all of the following information and supporting documentation:

(a) A legal description and map depicting the location of the subject development for which credit is being applied. The map shall depict the location of the capital facilities that have been or will be provided.

(b) An estimate of the total EDUs that will be developed within the subject development depicted on the map and described in the legal description.

(c) A list of the capital facilities, associated physical attributes and the related costs as stated in the infrastructure improvements plan.

(d) Documentation showing the date(s) of acceptance by the City, if the capital facilities have already been provided.

(e) The total amount of credit to be applied within the subject development and the calculations leading to the total amount of credit.

(f) The credit amount to be applied to each EDU within the subject development for each category of necessary public services.

4. The City's determination of the credit to be allocated is final.

5. Upon execution of the credit agreement by the City and the applicant, credits shall be deemed allocated to the subject development.

6. Any amendment to a previously approved credit agreement must be initiated within two (2) years of the City's final acceptance of the eligible capital facility for which the amendment is requested.

7. Any credit agreement approved as part of a development agreement shall be amended in accordance with the terms of the development agreement and Section 38-13 of this chapter.

F. *Issuance of credits.* Credits allocated pursuant to Subsection D of this Section may be issued and applied toward the gross system development fees due from a development, subject to the following conditions:

1. Credits issued for an eligible capital facility may only be applied to the system development fee due for the applicable category of necessary public services, and may not be applied to any fee due for another category of necessary public services.

2. Credits shall only be issued when the eligible capital facility from which the credits were derived has been accepted by the City.

3. Where credits have been issued pursuant to paragraph 2 of this subsection, a system development fee due at the time a building permit is issued shall be reduced by the credit amount stated in or calculated from the executed credit agreement. Where credits have not yet been issued, the gross system development fee shall be paid in full.

4. Credits, once issued, may not be rescinded or reallocated to another permit or parcel, except that credits may be released for reuse on the same subject development if a building permit for which the credits were issued has expired or been voided and is otherwise eligible for a refund under Section 38-15.A.2(a) of this chapter.

5. Notwithstanding the other provisions of this Section 38-12, credits issued prior to August 1, 2014, may only be used for the subject development for which they were issued.

(Ord. No. 4459, 7-8-13; Ord. No. 4528, § 1, 5-8-14)

38-13. Development agreements.

Development agreements containing provisions regarding system development fees, system development fee credits and/or disbursement of revenues from system development fee accounts shall comply with the following:

A. *Development agreement required.* A development agreement is required to authorize any of the following:

1. To issue credits prior to the City's acceptance of an eligible capital facility.

2. To allocate credits to a parcel that is not contiguous with the subject development and that does not meet the requirements of Section 38-12.D.(7) of this chapter.

3. To reimburse the developer of an eligible capital facility using funds from system development fee accounts.

4. To allocate different credit amounts per EDU to different parcels within a subject development.

5. For a single-family dwelling unit, to allow system development fees to be paid at a later time than the issuance of a building permit as provided in this Section.

B. *General requirements.* Except where specifically modified by this Section, all provisions of Section 38-12 of this chapter shall apply to any credit agreement that is authorized as part of a development agreement.

C. *Early credit issuance.* A development agreement may authorize the issuance of credits prior to acceptance of an eligible capital facility by the City when the Development agreement specifically states the form and value of the security (i.e., bond, letter of credit, etc.) to be provided to the City prior to issuance of any credits. The City shall determine the acceptable form and value of the security to be provided.

D. *Non-contiguous credit allocation.* A development agreement may authorize the allocation of credits to a non-contiguous parcel only if all of the following conditions are met:

1. The non-contiguous parcel is in the same service area as that served by the eligible capital facility.

2. The non-contiguous parcel receives a necessary public service from the eligible capital facility.

3. The development agreement specifically states the value of the credits to be allocated to each parcel and/or EDU, or establishes a mechanism for future determination of the credit values.

E. *Uneven credit allocation.* The development agreement must specify how credits will be allocated amongst different parcels on a per-EDU basis, if the credits are not to be allocated evenly. If the development agreement is silent on this topic, all credits will be allocated evenly amongst all parcels on a per-EDU basis.

F. *Use of reimbursements.* Funds reimbursed to developers from system development fee accounts for construction of an eligible capital facility must be utilized in accordance with applicable law for the use of City funds in construction or acquisition of capital facilities, including A.R.S. § 34-201 et seq.

G. *Deferral of fees.* A development agreement shall not provide for the deferral of payment of system development fees for any type of development beyond the issuance of a building permit.

H. *Waiver of fees.* If the City agrees to waive any system development fees assessed on development in a development agreement, the City shall reimburse the appropriate system development fee account for the amount that was waived.

I. *No Obligation.* Nothing in this section obligates the City to enter into any development agreement or to authorize any type of credit agreement permitted by this section.

(Ord. No. 4459, 7-8-13)

38-14. Appeals.

A system development fee determination by City staff may be appealed in accordance with the following procedures:

A. *Limited scope.* An appeal shall be limited to disputes regarding the calculation of the system development fees for a specific development and/or permit and calculation of EDUs for the development.

B. *Form of appeal.* An appeal shall be initiated on such written form as the City may prescribe, including a full statement of the grounds, and submitted to the City Engineer.

C. *Action by Manager.* The City Manager or authorized designee shall act upon the appeal within 14 calendar days of receipt of the appeal and the applicant shall be notified of the City Manager or authorized designee's decision in writing.

D. *Final decision.* The City Manager or authorized designee's decision regarding the appeal is final.

E. *Fees during pendency.* Building permits may be issued during the pendency of an appeal if the applicant (1) pays the full system development fee calculated by the City at the time the appeal is filed or (2) provides the City with financial assurances in the form acceptable to the City Manager or authorized designee equal to the full amount of the system development fee. Upon final disposition of an appeal, the fee shall be adjusted in accordance with the decision rendered, and a refund paid if warranted. If the appeal is denied by the City Manager or authorized designee, and the applicant has provided the City with financial assurances as set forth in clause (2) above, the applicant shall deliver the full amount of the system development fee to the City within ten days of the City Manager or designee's final decision on the appeal. If the applicant fails to deliver the full amount of the system development fees when required by this subsection, the City may draw upon such financial assurance instrument(s) as necessary to recover the full amount of the system development fees due from the applicant.

(Ord. No. 4459, 7-8-13)

38-15. Refunds.

A. *Refunds.* A refund (or partial refund) will be paid to any current owner of property within the City who submits a written request to the City and demonstrates that:

1. The permit(s) that triggered the collection of the system development fee have expired or been voided prior to the commencement of the development for which the permits were issued and the system development fees collected have not been expended, encumbered, or pledged for the repayment of financing or debt; or

2. The owner of the subject real property or its predecessor in interest paid a system development fee for the applicable category of necessary public services on or after August 1, 2014, and one of the following conditions exists:

(a) The capital facility designed to serve the subject real property has been constructed, has the capacity to serve the subject real property and any development for which there is reserved capacity and the service which was to be provided by that capital facility has not been provided to the subject real property from that capital facility or from any other capital facility.

(b) After collecting the fee to construct a capital facility, the City fails to complete construction of the capital facility within the time period identified in the infrastructure improvements plan, as it may be amended, and the corresponding service is otherwise unavailable to the subject real property from that capital facility or any other capital facility.

(c) For a category of necessary public services other than water or wastewater facilities, any part of a system development fee is not spent within ten (10) years of the City's receipt of the system development fee.

(d) Any part of a system development fee for water or wastewater facilities is not spent within fifteen (15) years of the City's receipt of the system development fee.

(e) The system development fee was calculated and collected for the construction cost to provide all or a portion of a specific capital facility serving the subject real property and the actual construction costs for the capital facility are less than the construction costs projected in the infrastructure improvements plan by a factor of ten (10) percent or more. In such event, the current owner of the subject real property shall, upon request as set forth in this Section A, be entitled to a refund for the difference between the amounts of the system development fee charged for and attributable to such construction cost and the amount the system development fee would have been calculated to be if the actual construction cost had been included in the fee report. In performing the recalculation, the City may take into consideration actual construction costs for other improvements serving the subject real property that were included in the infrastructure improvements plan for the same category of necessary public facilities. The refund contemplated by this Subsection shall relate only to the costs specific to the construction of the applicable capital facility and shall not include any related design, administrative, or other costs not directly incurred for construction of the capital facility that are included in the system development fee as permitted by A.R.S. § 9-463.05.

B. *Earned interest.* A refund of a system development fee shall include any interest actually earned on the refunded portion of the system development fee by the City from the date of collection to the date of refund. All refunds shall be made to the record owner of the property at the time the refund is paid.

C. *Refund to government.* If a system development fee was paid by a governmental entity, any refund shall be paid to that governmental entity.

D. *Correction of errors.* The City Engineer is hereby authorized and directed to correct any error in the assessment and collection of system development fees detected within twenty-four (24) months of the date of the payment of the system development fees, including assessing additional system development fee amounts or issuing a refund from the appropriate system development fee fund(s).

E. *No refund for change of development.* After a system development fee has been paid pursuant to this chapter, no refund of any part of such system development fee shall be made if the development for which the system development fee was paid is later demolished, destroyed, or is altered, reconstructed, or reconfigured so as to reduce the size of the development, the number of units in the development, or the number of EDUs.

(Ord. No. 4459, 7-8-13)

38-16. Oversight of program.

A. *Annual report.* Within ninety (90) days of the end of each fiscal year, the City shall file with the City Clerk an unaudited annual report accounting for the collection and use of the fees for each service area and shall post the report on its website in accordance with A.R.S. § 9-463.05, Subsections N and O, as amended.

B. *Biennial audit.* In addition to the annual report described in Subsection A of this Section, the City shall provide for a biennial, certified audit of the City's land use assumptions, infrastructure improvements plan and system development fees.

1. An audit pursuant to this subsection shall be conducted by one or more qualified professionals who are not employees or officials of the City and who did not prepare the infrastructure improvements plan.

2. The audit shall review the collection and expenditures of development fees for each project in the plan and provide written comments describing the amount of system development fees assessed, collected and spent on capital facilities.

3. The audit shall describe the level of service in each service area and evaluate any inequities in implementing the infrastructure improvements plan or imposing the system development fee.

4. The City shall post the findings of the audit on the City's website and shall conduct a public hearing on the audit within sixty (60) days of the release of the audit to the public.

5. For purposes of this subsection a certified audit shall mean any audit authenticated by one (1) or more of the qualified professionals conducting the audit pursuant to paragraph 1 of this subsection.

(Ord. No. 4459, 7-8-13)

APPENDIX A. FEE SCHEDULE

System Development Fee	Single-Family (unit)	Multi-Family (unit)	Retail/ Commercial (square foot)	Office (square foot)	Industrial/ Warehouse (square foot)	Public/ Quasi-Public (square foot)
Arterial Street[(1)]	$3,792	$2,059	$3.89	$5.35	$1.05	$1.98[(2)]
Fire[(2)]	$308	$259	$0.32	$0.17	$0.08	$0.16
Library[(2)]	$0	$0	$0.00	$0.00	$0.00	$0.00
Parks - Northwest Service Area[(2), (4)]	$0	$0	$0.00	$0.00	$0.00	$0.00
Parks - Northeast Service Area[(2), (4)]	$129	$109	$0.00	$0.00	$0.00	$0.00
Parks - Southeast Service Area[(2), (4)]	$5,242	$4,424	$0.00	$0.00	$0.00	$0.00
Police[(2)]	$74	$62	$0.078	$0.04	$0.02	$0.04
Public Buildings[(2)]	$110	$79	$0.12	$0.08	$0.02	$0.03
Reclaimed Water[(3)]	$1,094	$464	See Table A			
Wastewater[(3)]	$5,989	$2,539	See Table A			
Water	$2,460	$822	See Table A			

[(1)] Assessed in any area south of Frye Road, east of McClintock Road, and north of Frye Road, east of McQueen Road, or east of Palm Lane, north of Pecos Road and west of the Southern Pacific Railroad tracks to Knox Road, or north of Ray Road.

[(2)] Pursuant to A.R.S. 9-500.18, these non-utility system development fees may not be assessed on school districts or charter schools. In addition, arterial street system development fees shall not be collected from a school district or charter school.

[(3)] No reclaimed water or wastewater fees for water-only (landscape) connections.

[(4)] Fees for the Parks - Northwest Service Area are assessed in the area west of Price Road. Fees for the Parks - Northeast Service Area are assessed in the area both east of Price Road and north of the 202 Freeway. Fees for the Parks - Southeast Service Area are assessed in the area both east of Price Road and south of the 202 Freeway.

Table A: Non-Residential Utility System Development Fees				
Water Meter Size	Water Meter Type	Reclaimed Water[(1)]	Wastewater[(1)]	Water
¾"	Disc	$1,641	$8,984	$3,690
1"	Disc	$2,735	$14,973	$6,150
1½"	Disc	$5,470	$29,945	$12,300
2"	Disc/Turbine	$8,752	$47,912	$19,680
3"	Compound	$24,615	$134,753	$55,350
3"	Turbine	$19,145	$104,808	$43,050
4"	Compound	$27,350	$149,725	$61,500
4"	Turbine	$32,820	$179,670	$73,800
6"	Compound	$54,700	$299,450	$123,000
6"	Turbine	$68,375	$374,313	$153,750
8"	Compound	$87,520	$479,120	$196,800
8"	Turbine	$98,460	$539,010	$221,400
10" and Larger	Any	[(2)]	[(2)]	[(2)]

[(1)] No Reclaimed Water or wastewater fees for water-only (landscape) connections.

[(2)] For meters ten (10) inches and larger, the Reclaimed Water, Wastewater and Water system development fees shall be based on the following formula:

System Development Fee = (1" Fee) × (Safe Maximum Operating Capacity (GPM)/20 (GPM))

(Ord. No. 4459, 7-8-13; Ord. No. 4528, § 1, 5-8-14; Ord. No. 4876, § 1, 4-25-19)

Editor's note(s)—Section 3 of Ord. No. 4876, adopted April 25, 2019, states: The new fees established by this Ordinance shall become effective July 15, 2019.

Chapter 38 SYSTEM DEVELOPMENT FEES[1]

38-1. Title.

This chapter shall be known as the "System Development Fee Ordinance of the City of Chandler," and may be cited as such.

(Ord. No. 4459, 7-8-13)

38-2. Legislative intent and purpose.

This chapter is adopted for the purpose of promoting the health, safety and general welfare of the residents of the City by:

A. Requiring new development to pay its proportionate share of the costs incurred by the City that are associated with providing necessary public services to new development;

B. Setting forth standards and procedures for creating and assessing system development fees consistent with the requirements of Arizona Revised Statutes ("A.R.S.") § 9-463.05, including requirements pursuant to A.R.S. § 9-463.05, Subsection K, that on or before August 1, 2014, the City replace its system development fees that were adopted prior to January 1, 2012 with system development fees adopted pursuant to the requirements of A.R.S. § 9-463.05 as amended by the state legislature in SB 1525, Fiftieth Legislature, First Regular Session;

C. Providing for the temporary continuation of certain system development fees adopted prior to January 1, 2012 until otherwise replaced pursuant to this chapter, or longer where such system development fees were pledged to support financing or debt for a grandfathered facility as permitted by A.R.S. § 9-463.05, Subsections K, R, and S; and

D. Setting forth procedures for administering the system development fee program, including mandatory offsets, credits, and refunds of system development fees. All system development fee assessments, offsets, credits, or refunds must be administered in accordance with the provisions of this chapter.

This chapter shall not affect the City's zoning authority or its authority to adopt or amend its general plan, provided that planning and zoning activities by the City may require amendments to system development fees as provided in Section 38-7 of this chapter.

(Ord. No. 4459, 7-8-13)

[1]Editor's note(s)—Ord. No. 4459, adopted July 8, 2013, amended Ch. 38 in its entirety to read as herein set out. Former Ch. 38, §§ 38-1—38-19, pertained to development fees and charges, and derived from Ord. No. 3047, § 2, adopted Nov. 4, 1999; Ord. No. 3721, adopted Oct. 27, 2005. See the Code Comparative Table for complete derivation.

38-3. Definitions.

When used in this chapter, the terms listed below shall have the following meanings unless the context requires otherwise. Singular terms shall include their plural.

Applicant: A person who applies to the City for a building permit.

Appurtenance: Any fixed machinery or equipment, structure or other fixture, including integrated hardware, software or other components, associated with a capital facility that is necessary or convenient to the operation, use, or maintenance of a capital facility.

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.

Arterial streets: See "Street facilities."

Building permit: A written permit or license issued by an authorized officer of the City, which is intended to: ensure that work is performed according to the applicable provisions of the City's building, safety and zoning codes; authorize the applicant and/or holder to construct a building or structure of a particular kind on specified property; authorize vertical construction; increase square footage; authorize changes to land use; or provide for the addition of a residential or nonresidential point of demand to the water or wastewater system. A building permit may be issued in connection with the construction of a new building or structure or in connection with the substantial alteration of an existing building or structure, either for expansion of an existing use or to accommodate a new use.

Capital facility: An asset having a useful life of three (3) or more years that is a component of one or more categories of necessary public service provided by the City. A capital facility may include any associated purchase of real property, architectural and engineering services leading to the design and construction of buildings and facilities, improvements to existing facilities, improvements to or expansions of existing facilities and associated financing and professional services.

Category of development: A specific type of residential, commercial, or industrial development against which a system development fee is calculated and assessed. The City assesses system development fees against the following types of development within each of the three (3) broader categories of development: (i) for residential development, single-family and multi-family; (ii) for commercial development, retail/commercial and office; and (iii) for industrial, industrial/warehouse and public/quasi-public. The development fees with categories associated with non-residential developments: "retail/commercial," "office," "public/quasi-public" and "industrial/warehouse" take into account that a development or phase of development may contain components of more than one use category but the primary use category for which the development or phase of development is being constructed shall be the basis for which fees are assessed. For uses that cannot readily be designated under a particular category and are not part of a larger retail, industrial or office development, the City Engineer shall determine the category the particular use will be assigned based on which category has a p.m. peak hour trip generation rate equal to or less than the rate for the land use under consideration.

Category of necessary public service: A specific type of necessary public services for which the City is authorized to assess system development fees, as further defined in Section 38-8.A.1 of this chapter.

City: The City of Chandler, Arizona.

Credit: A reduction in an assessed system development fee resulting from developer contributions to, payments for, construction of, or dedications for capital facilities included in an infrastructure improvements plan pursuant to Section 38-12 of this chapter (or as otherwise permitted by this chapter).

Credit agreement: A written agreement between the City and the developer(s) of a subject development that allocates credits to the subject development pursuant to Section 38-12 of this chapter. A credit agreement may be included as part of a development agreement pursuant to Section 38-13 of this chapter.

Credit allocation: A term used to describe when credits are distributed to a particular development or parcel of land after execution of a credit agreement, but are not yet issued.

Credit issuance: A term used to describe when the amount of an assessed system development fee attributable to a particular development or parcel of land is reduced by applying a credit allocation.

Developer: An individual, group of individuals, partnership, corporation, limited liability company, association, municipal corporation, state agency, or other person or entity undertaking land development activity, and their respective successors and assigns.

Development agreement: An agreement prepared in accordance with the requirements of Section 38-13 of this chapter and A.R.S. § 9-500.05 and any applicable requirements of the Chandler City Code.

Direct benefit: A benefit to a development resulting from a capital facility that: (a) addresses the need for a necessary public service created in whole or in part by the development; and that (b) meets either of the following criteria: (i) the capital facility is located in the immediate area of the development and is needed in the immediate area of the development to maintain the level of service; or (ii) the capital facility substitutes for, or eliminates the need for a capital facility that would have otherwise have been needed in the immediate area of the development to maintain the City's level of service.

Dwelling unit: One (1) or more rooms, or a portion of a room in a building, providing complete, independent living facilities for one (1) or more persons including permanent provisions for living, sleeping, eating, cooking and sanitation.

Equipment: Machinery, tools, materials, and other supplies, not including vehicles, that are needed by a capital facility to provide the level of service specified by the infrastructure improvements plan.

Equivalent demand unit (EDU): A unit of demand within a particular category of necessary public services, defined in terms of a standardized measure of the demand that a unit of development in a category of development generates for necessary public services in relation to the demand generated by a single-family dwelling unit. For all categories of necessary public services, the EDU factor for a single-family dwelling unit is one (1), while the EDU factor for a unit of development within another category of development is represented as a ratio of the demand for that category of necessary public services typically generated by that unit as compared to the demand for such services typically generated by a single-family dwelling unit. An EDU shall be a "service unit" for purposes of Paragraph T, Subparagraph 10 of A.R.S. § 9-463.05.

Excluded library facility: Library improvements for which system development fees may not be charged pursuant to A.R.S. § 9-463.05.T.7.(d), including that portion of any library building that exceeds ten thousand (10,000) square feet, and equipment, vehicles or appurtenances associated with library operations.

Excluded park facility: Park and recreational improvements for which system development fees may not be charged pursuant to A.R.S. § 9-463.05.T.7.(g), including amusement parks, aquariums, aquatic centers, auditoriums, arenas, arts and cultural facilities, bandstand and orchestra facilities, bathhouses, boathouses, clubhouses, community centers greater than three thousand (3,000) square feet in floor area, environmental education centers, equestrian facilities, golf course facilities, greenhouses, lakes, museums, theme parks, water reclamation or riparian areas, wetlands, or zoo facilities.

Fee report: A written report adopted pursuant to Section 38-9 of this chapter that identifies the methodology for calculating the amount of each system development fee, explains the relationship between the system development fee to be assessed and the plan-based cost per EDU calculated in the infrastructure improvements plan and which meets other requirements set forth in A.R.S. § 9-463.05.

Financing or *debt:* 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 or associated appurtenances, vehicles or equipment.

Fire protection facilities: A category of necessary public services that includes fire stations, fire equipment, fire vehicles and all appurtenances for fire stations. Fire protection facilities do not include vehicles or equipment used to provide administrative services, or helicopters or airplanes. Fire protection facilities do not include any facility that is used for training firefighters from more than one (1) station or substation.

General plan: Refers to the overall land-use plan for the City establishing areas of the City for different purposes, zones and activities adopted pursuant to City Resolution Number 4195 on June 26, 2008 and as may be amended from time to time thereafter.

Grandfathered facilities: Capital facilities and associated appurtenances, vehicles or equipment provided through financing or debt incurred before June 1, 2011, for which a system development fee has been pledged towards repayment as described in Section 38-5.C of this chapter.

Gross floor area: The sum of the gross horizontal areas of each story of a building measured from the exterior faces of the exterior walls or from the center line of walls separating two (2) buildings or different uses, including attic space with headroom of seven (7) feet or greater and served by a permanent, fixed stair, but not including enclosed off-street parking or loading areas. Gross floor area shall also include areas of buildings within the horizontal projection of the roof or floor above, which do not have surrounding exterior walls but exceed three (3) feet in horizontal dimension. Gross floor area shall also include basements, if provided, and outdoor patios/retail areas without roofs or walls as further described in the definition of retail/commercial.

Gross system development fee: The total system development fee to be assessed against a subject development on a per unit basis, prior to subtraction of any credits.

Industrial/warehouse: Based on the category of development, any establishments primarily engaged in the fabrication, assembly or processing of goods; the display, storage and sale of goods to other firms for resale; activities involving movement and storage of products or equipment; or an enclosed storage facility containing independent, fully enclosed bays that are leased to persons for storage of their household goods or personal property.

Infrastructure improvements plan: A document or series of documents that meet the requirements set forth in A.R.S. § 9-463.05, including those adopted pursuant to Section 38-9 of this chapter to cover any category or combination of categories of necessary public services.

Interim fee schedule: Any system development fee schedule established prior to January 1, 2012, in accordance with then-applicable law, and which shall expire not later than August 1, 2014, pursuant to Section 38-11 of this chapter.

Land use assumptions: Projections of changes in land uses, densities, intensities and population for a service area over a period of at least ten (10) years as specified in Section 38-7 of this chapter.

Level of service: A quantitative and/or qualitative measure of a necessary public service that is to be provided by the City to development in a particular service area, defined in terms of the relationship between service capacity and service demand, accessibility, response times, comfort or convenience of use, or other similar measures or combinations of measures. Level of service may be measured differently for different categories of necessary public services, as identified in the applicable infrastructure improvements plan.

Library facilities: A category of necessary public services in which literary, musical, artistic, or reference materials are kept (materials may be kept in any form of media such as electronic, magnetic, or paper) for non-commercial use by the public in a facility providing a direct benefit to development. Libraries do not include excluded library facilities, although a library may contain, provide access to, or otherwise support an excluded library facility.

Lot: As defined in Section 35-200 of the Chandler City Code, a piece or parcel of land separated from other parcels of land by description, as in a subdivision or on a record survey map or by metes and bounds, for purposes of sale, lease or separate use, and having frontage on at least one (1) street.

Multi-family: A building or buildings containing multiple dwelling units that has a single City water meter serving the building(s).

Necessary public services: "Necessary public services" shall have the meaning prescribed in A.R.S. § 9-463.05, Subsection T, Paragraph 7.

Non-residential: All land uses, except single-family and multi-family.

Office: Based on the category of development, professional, business, administrative, executive, medical and dental buildings and clinics, and other buildings having no storage of stock-in-trade (other than samples) or heavy equipment and no sale of commodities on the premises.

Offset: An amount which is subtracted from the overall costs of providing necessary public services to account for those capital facilities or associated debt that will be paid for by a development through taxes, fees (except for system development fees), and other revenue sources, as determined by the City pursuant to Section 38-8.13 of this chapter.

Park facilities: A category of necessary public services including but not limited to parks, swimming pools and related facilities and equipment located on real property not larger than thirty (30) acres in area, as well as park facilities larger than thirty (30) acres where such facilities provide a direct benefit. Park facilities do not include excluded park facilities, although park facilities may contain, provide access to, or otherwise support an excluded park facility.

Plan-based cost per EDU: The total future capital costs identified in the infrastructure improvements plan for a category of necessary public services as attributable to new development over a specified time period divided by the total new equivalent demand units projected in a particular service area for that category of necessary public services over the same time period.

Pledged: Where used with reference to a system development fee, a system development fee shall be considered "pledged" where it was identified by the City as a source of payment or repayment for financing or debt that was identified as the source of financing for a necessary public service for which a system development fee was assessed pursuant to the then-applicable provisions of A.R.S. § 9-463.05.

Police facilities: A category of necessary public services, including vehicles and equipment, that are used by law enforcement agencies to preserve the public peace, prevent crime, detect and arrest criminal offenders, protect the rights of persons and property, regulate and control motorized and pedestrian traffic, train sworn personnel, and/or provide and maintain police records, vehicles, equipment and communications systems. Police facilities do not include vehicles and equipment used to provide administrative services, or helicopters or airplanes. Police facilities do not include any facility that is used for training officers from more than one station or substation.

Public or *quasi-public:* Based on the category of development, a governmental or institutional use, or a non-profit recreational use, not located in a retail/commercial establishment. Typical uses include elementary, secondary or higher educational establishments, day care centers, hospitals, mental institutions, nursing homes, assisted living facilities, group homes, adult care homes, fire stations, city halls, county court houses, post offices, jails, libraries, museums, places of religious worship, military bases, airports, bus stations, fraternal lodges, parks and playgrounds.

Public school: An institution of learning which receives public funding and offers tuition-free education for all children, including some or all of the grades from kindergarten through 12th grade. The site may contain athletic, dining, assembly and recreation facilities.

Qualified professional: Any one of the following: (a) a professional engineer, surveyor, financial analyst or planner, or other licensed professional providing services within the scope of that person's education or experience related

to city planning, zoning, or system development fees and holding a license issued by an agency or political subdivision of the State of Arizona; (b) a financial analyst, planner, or other non-licensed professional who is providing services within the scope of the person's education or experience related to city planning, zoning, or system development fees; or (c) any other person operating under the supervision of one or more of the above.

Residential land use: A single-family or multi-family development.

Retail/commercial: Based on the category of development, establishments primarily devoted to, or intended for, the sale, lease, rental or display of goods, food or merchandise for consumption by the general public, including any outdoor sales and display area(s) and storage/stockroom area(s) but excluding any outdoor area for sale of cars, trucks, boats, recreational vehicles or manufactured dwellings. Calculation of gross floor area shall include all other indoor and outdoor sales areas or customer service area(s) that may be incidental to, but nevertheless share customer walking aisles or store entrances.

Service area: Any specified area within the boundaries of the City within which: (a) the City will provide a category of necessary public services to development at a planned level of service; and (b) within which (i) a substantial nexus exists between the capital facilities to be provided and the development to be served, or (ii) in the case of library facilities or a park facility larger than thirty (30) acres, a direct benefit exists between the library facilities or park facilities and the development to be served, each as prescribed in the infrastructure improvements plan. Some or all of the capital facilities providing service to a service area may be physically located outside of that service area provided that the required substantial nexus or direct benefit is demonstrated to exist.

Single-family: A building containing one (1) dwelling unit that is not attached to any other dwelling unit and has its own City water meter.

Storm drainage: A category of necessary public services including but not limited to storm sewers constructed in sizes needed to provide for stormwater management for areas beyond major street projects and stormwater detention/retention basins, tanks, pump stations and channels necessary to provide for proper stormwater management, including any appurtenances for those facilities.

Street facilities: A category of necessary public service, which includes a "street" (as defined in Section 1-2 of the Chandler City Code) that is identified in the zoning code (Chapter 35 of the Chandler City Code) as an arterial street, or which is a road that has been so designated on an officially adopted plan of the City; and also includes traffic signals, rights-of-way, and improvements thereon; culverts, irrigation tiling, and storm drains serving such streets.

Subject development: A land area linked by a unified plan of development, which must be contiguous unless the land area is part of a development agreement executed in accordance with Section 38-13 of this chapter.

Substantial nexus: A substantial nexus exists where the demand for necessary public services that will be generated by a development can be reasonably quantified in terms of the burden it will impose on the available capacity of existing capital facilities, the need it will create for new or expanded capital facilities, and/or the benefit to the development from those capital facilities.

Swimming pool: A public facility primarily designed and/or utilized for recreational non-competitive functions generally occurring within water, including, but not limited to, swimming classes, open public swimming sessions and recreational league swimming/diving events. The facility may be indoors, outdoors, or any combination thereof, and includes all necessary supporting amenities.

Useful life: The period of time in which an asset can reasonably be expected to be used under normal conditions, whether or not the asset will continue to be owned and operated by the City over the entirety of such period.

Vehicle: Any device, structure, or conveyance utilized for transportation in the course of providing a particular category of necessary public services at a specified level of service, excluding helicopters and other aircraft.

Wastewater: A category of necessary public services including but not limited to sanitary sewer lines, lift stations, reclamation plants, wastewater treatment plants, and all other facilities for the collection, interception,

transportation, treatment and disposal of wastewater, as well as for the distribution of reclaimed water, and any appurtenances for those facilities.

Water: A category of necessary public services including but not limited to those facilities necessary to provide for water services to development, including the acquisition, supply, transportation, treatment, purification and distribution of water, and any appurtenances to those facilities.

(Ord. No. 4459, 7-8-13)

38-4. Applicability.

A. Except as otherwise provided herein, from and after June 27, 2013, this chapter shall apply to all new development within any service area.

B. The provisions of this chapter shall apply to all of the territory within the corporate limits of the City, and water, reclaimed water and wastewater system development fees shall apply within the City's water, reclaimed water and wastewater service areas, subject to the following:

1. Arterial street system development fees shall only be assessed in the area south of Frye Road, east of McClintock Road, and north of Frye Road, east of McQueen Road, or east of Palm Lane, north of Pecos Road and west of the Southern Pacific Railroad tracks to Knox Road, or north of Ray Road.

2. Wastewater and reclaimed water fees shall not be assessed on water-only (landscape) connections.

C. The City Engineer or his/her designee is authorized to make determinations regarding the application, administration and enforcement of the provisions of this chapter.

(Ord. No. 4459, 7-8-13; Ord. No. 4528, § 1, 5-8-14; Ord. No. 4876, § 1, 4-25-19)

38-5. Authority and requirements.

A. *Fee report and implementation.* The City may assess and collect a system development fee for costs of necessary public services, including all professional services required for the preparation or revision of an infrastructure improvements plan, fee report, system development fee, and required reports or audits conducted pursuant to this chapter. System development fees shall be subject to the following requirements:

1. The City shall develop and adopt a fee report that analyzes and defines the system development fees to be charged in each service area for each category of necessary public service, based on the infrastructure improvements plan and the plan-based cost per EDU calculated pursuant to Section 38-8.A.14 of this chapter.

2. System development fees shall be assessed against all new commercial, residential, and industrial developments, provided that the City may assess different amounts of system development fees against specific categories of development based on the actual burdens and costs that are associated with providing necessary public services to that category of development. No system development fee shall exceed the plan-based cost per EDU for any category of development.

3. No system development fees shall be charged, or credits issued, for any capital facility that does not fall within one of the categories of necessary public services for which system development fees may be assessed as identified in Section 38-8.A.1 of this chapter.

4. Costs for necessary public services made necessary by new development shall be based on the same level of service provided to existing development in the same service area. System development fees may not be used to provide a higher level of service to existing development or to meet stricter safety, efficiency,

environmental, or other regulatory standards to the extent that these are applied to existing capital facilities that are serving existing development.

5. System development fees may not be used to pay the City's administrative, maintenance, or other operating costs.

6. Projected interest charges and financing costs can only be included in system development fees to the extent they represent principal and/or interest on the portion of any financing or debt used to finance the construction or expansion of a capital facility identified in the infrastructure improvements plan.

7. Except for any fees included on interim fee schedules, all system development fees charged by the City must be included in a "Fee Schedule" prepared and adopted pursuant to this chapter.

8. All system development fees shall meet the requirements of A.R.S. § 9-463.05.

B. *Costs per EDU.* The fee report shall summarize the costs of capital facilities necessary to serve new development on a per EDU basis as defined and calculated in the infrastructure improvements plan, including all required offsets, and shall recommend a system development fee schedule for adoption by the City. The actual system development fees to be assessed shall be disclosed and adopted in the form of system development fee schedules in Appendix A to this chapter.

C. *Carry-over of previously-established system development fees, credits and grandfathered facilities.* Notwithstanding the requirements of this chapter, certain system development fees adopted by the City prior to the effective date of this chapter shall continue in effect as follows:

1. Until August 1, 2014, or the date a new system development fee is adopted for the applicable category of necessary public services in a service area pursuant to this chapter, whichever occurs first, system development fees established prior to January 1, 2012, shall continue in full force and effect to the extent that the system development fee is used to provide a category of necessary public services that is authorized by Section 38-8.A.1 of this chapter. System development fees collected prior to January 1, 2012, shall be expended on capital facilities within the same category of necessary public services for which they were collected.

2. The City may continue to collect and use any system development fee established before January 1, 2012, even if the system development fee would not otherwise be permitted to be collected and spent pursuant to A.R.S. § 9-463.05, as amended by the state legislature in SB 1525, Fiftieth Legislature, First Regular Session, if either of the following apply:

(a) Both of the following conditions are met:

i. Prior to June 1, 2011, the system development fee was pledged towards the repayment of financing or debt incurred by the City to provide a capital facility.

ii. The applicable capital facility was included in the City's infrastructure improvements plan, or other City planning document prepared pursuant to applicable law, prior to June 1, 2011.

(b) Before August 1, 2014, the City uses the system development fee to finance a capital facility in accordance with A.R.S. § 9-463.05, Subsection S.

3. Defined terms in any previously established fee schedule shall be interpreted according to the ordinance in effect at the time of their adoption.

(Ord. No. 4459, 7-8-13)

38-6. Administration.

A. *Separate accounts.* System development fees collected pursuant to this chapter shall be placed in separate, interest-bearing accounts for each category of necessary public services within each service area.

B. *Limitations on use of fees.* System development fees and any interest thereon collected pursuant to this chapter shall be spent to provide capital facilities associated with the same category of necessary public services in the same service area for which they were collected, including costs of financing or debt used by the City to finance such capital facilities and other costs authorized by this chapter that are included in the infrastructure improvements plan.

C. *Time limit.* System development fees collected after July 31, 2014 shall be used within ten (10) years of the date upon which they were collected for all categories of necessary public services except for water and wastewater facilities. System development fees for water facilities or wastewater facilities collected after July 31, 2014 shall be used within fifteen (15) years of the date upon which they were collected.

(Ord. No. 4459, 7-8-13)

38-7. Land use assumptions.

The infrastructure improvements plan shall be consistent with the City's current land use assumptions for each service area and each category of necessary public services as adopted by the City pursuant to A.R.S. § 463.05.

A. *Reviewing the land use assumptions.* Prior to the adoption or amendment of an infrastructure improvements plan, the City shall review and evaluate the land use assumptions on which the infrastructure improvements plan is to be based to ensure that the land use assumptions within each service area conform to the general plan.

B. *Evaluating necessary changes.* If the land use assumptions upon which an infrastructure improvements plan is based have not been updated within the last five (5) years, the City shall evaluate the land use assumptions to determine whether changes are necessary. If, after general evaluation, the City determines that the land use assumptions are still valid, the City shall issue the notice required in Section 38-10.B of this chapter.

C. *Required modifications to land use assumptions.* If the City determines that changes to the land use assumptions are necessary in order to adopt or amend an infrastructure improvements plan, it shall make such changes as necessary to the land use assumptions prior to or in conjunction with the review and approval of the infrastructure improvements plan pursuant to Section 38-9 of this chapter.

(Ord. No. 4459, 7-8-13)

38-8. Infrastructure improvements plan.

A. *Infrastructure improvements plan contents.* The infrastructure improvements plan shall be developed by qualified professionals and may be based upon or incorporated within the City's capital improvements plan. The infrastructure improvements plan shall:

1. Specify the categories of necessary public services for which the City will impose a system development fee, which may include any or all of the following:

(a) Water (including water system development fees and water resource system development fees);

(b) Wastewater (including wastewater system development fees/trunkline, wastewater system development fees/treatment and reclaimed water system development fees);

(c) Stormwater, drainage, and flood control;

(d) Libraries;

(e) Street facilities;

(f) Fire protection;

(g) Police; and

(h) Parks.

2. Define and provide a map of one or more service areas within which the City will provide each category of necessary public services for which system development fees will be charged. Each service area must be defined in a manner that demonstrates a substantial nexus between the capital facilities to be provided in the service area and the EDUs to be served by those capital facilities. For libraries and for parks larger than thirty (30) acres, each service area must be defined in a manner that demonstrates a direct benefit between the capital facilities and the EDUs to be served by those capital facilities. The City may cover more than one category of capital facilities in the same service area provided that there is an independent substantial nexus or direct benefit, as applicable, between each category of necessary public services and the EDUs to be served.

3. Identify and describe the land use assumptions upon which the infrastructure improvements plan is based in each service area.

4. Analyze and identify the existing level of service provided by the City to existing EDUs for each category of necessary public services in each service area.

5. Identify the level of service to be provided by the City for each category of necessary public services in each service area based on the relevant land use assumptions and any established City standards or policies related to required levels of service. If the City provides the same category of necessary public services in more than one service area, the infrastructure improvements plan shall include a comparison of the levels of service to be provided in each service area.

6. For each category of necessary public services, analyze and identify the existing capacity of the capital facilities in each service area, the utilization of those capital facilities by existing EDUs and the available excess capacity of those capital facilities to serve new EDUs including any existing or planned commitments or agreements for the usage of such capacity. The infrastructure improvements plan shall additionally identify any changes or upgrades to existing capital facilities that will be needed to achieve or maintain the planned level of service to existing EDUs, or to meet new safety, efficiency, environmental, or other regulatory requirements for services provided to existing EDUs.

7. Identify any grandfathered facilities and the impact thereof on the need for necessary public services in each affected service area.

8. Estimate the total number of existing and future EDUs within each service area based on the City's land use assumptions and projected new EDUs in each service area.

9. Based on the analysis in Subsections 3—6 of this Section, provide a summary table or tables describing the level of service for each category of necessary public services by relating the required capital facilities to EDUs in each service area, and identifying the applicable EDU factor associated with each category of development.

10. For each category of necessary public services, analyze and identify the projected utilization of any available excess capacity in existing capital facilities, and all new or expanded capital facilities that will be required to provide and maintain the planned level of service in each service area as a result of the new projected EDUs in that service area, for a period not to exceed ten (10) years. Nothing in this subsection shall prohibit the City from additionally including in its infrastructure improvements plan projected utilization of,

or needs for, capital facilities for a period longer than ten (10) years, provided that the costs of such capital facilities are excluded from the calculation of the plan-based cost per EDU.

11. For each category of necessary public services, estimate the total cost of any available excess capacity and/or new or expanded capital facilities that will be required to serve new EDUs, including costs of land acquisition, improvements, engineering and architectural services, studies leading to design, design, construction, financing, and administrative costs, as well as projected costs of inflation. Such total costs shall not include costs for ongoing operation and maintenance of capital facilities, nor for replacement of capital facilities to the extent that such replacement is necessary to serve existing EDUs. If the infrastructure improvements plan includes changes or upgrades to existing capital facilities that will be needed to achieve or maintain the planned level of service to existing EDUs, or to meet new regulatory requirements for services provided to existing EDUs, such costs shall be identified and distinguished in the infrastructure improvements plan.

12. Forecast the revenues from taxes, fees, assessments or other sources that will be available to fund the new or expanded capital facilities identified in the infrastructure improvements plan, 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. The infrastructure improvements plan shall additionally estimate the time required to finance, construct and implement the new or expanded capital facilities.

13. Calculate required offsets as follows:

(a) From the forecasted revenues in Subsection 12 of this Section, identify those sources of revenue that: (i) are attributable to new development, and (ii) will contribute to paying for the capital costs of necessary public services.

(b) For each source and amount of revenue identified pursuant to paragraph (a) of this subsection, calculate the relative contribution of new development paying for the capital costs of necessary public services in each service area.

(c) Based on the relative contributions identified pursuant to paragraph (b) of this subsection, for each category of necessary public services, calculate the total offset to be provided in each service area.

(d) For each category of necessary public services, convert the total offset to be provided in each service area into an offset amount per EDU by dividing the total offset by the number of new EDUs.

(e) Beginning August 1, 2014, for purposes of calculating the required offset, if the City imposes a construction, contracting, or similar excise tax rate in excess of the percentage amount of the transaction privilege tax rate that is imposed on the majority of other transaction privilege tax classifications in the City, 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 new development unless the excess portion is already utilized for such purpose pursuant to this section.

(f) In determining the amount of required offset for land included in a community facilities district established under A.R.S. Title 48, Chapter 4, Article 6, the City shall take into account any capital facilities provided by the district that are included in the infrastructure improvements plan and the capital costs paid by the district for such capital facilities, and shall offset system development fees assessed within the community facilities district proportionally.

14. Calculate the plan-based cost per EDU by:

(a) Dividing the total projected costs to provide capital facilities to new EDUs for each category of necessary public services in each service area as determined pursuant to Subsections 1 through 12 of

this Section by the total number of new EDUs projected for that service area over a period not to exceed ten (10) years for each category of necessary public services.

(b) Subtracting the required offset per EDU calculated pursuant to Subsection 13 of this Section.

B. *Multiple plans.* An infrastructure improvements plan adopted pursuant to this subsection may address one or more of the City's categories of necessary public services in any or all of the City's service areas. Each capital facility shall be subject to no more than one infrastructure improvements plan at any given time.

C. *Reserved capacity.* The City may reserve capacity in an infrastructure improvements plan to serve one or more planned future developments, including capacity reserved through a development agreement pursuant to Section 38-13 of this chapter. All reservations of existing capacity must be disclosed in the infrastructure improvements plan at the time it is adopted.

(Ord. No. 4459, 7-8-13)

38-9. Adoption and modification procedures.

A. *Adopting or amending the infrastructure improvements plan.* The infrastructure improvements plan shall be adopted or amended subject to the following procedures:

1. *Major amendments to the infrastructure improvements plan.* Except as provided in paragraph 2 of this subsection, the adoption or amendment of an infrastructure improvements plan shall occur at one or more public hearings according to the following schedule, and may occur concurrently with the adoption of an update of the City's land use assumptions as provided in Section 38-7 of this chapter:

(a) Sixty (60) days before the first public hearing regarding a new or updated infrastructure improvements plan, the City shall provide public notice of the hearing and post the infrastructure improvements plan and the underlying land use assumptions on its website; the City shall additionally make available to the public the documents used to prepare the infrastructure improvements plan and underlying land use assumptions and the amount of any proposed changes to the plan-based cost per EDU.

(b) The City shall conduct a public hearing on the infrastructure improvements plan and underlying land use assumptions.

(c) The City shall approve or disapprove the infrastructure improvements plan within sixty (60) days, but no sooner than thirty (30) days, after the public hearing. If the document was amended as a result of the public hearing, the revised infrastructure improvements plan shall be posted on the City's public website at least fifteen (15) days prior to the meeting.

2. *Minor amendments to the infrastructure improvements plan.* Notwithstanding the other requirements of this section, the City may update the infrastructure improvements plan and/or its underlying land use assumptions without a public hearing if all of the following apply:

(a) The changes in the infrastructure improvements plan and/or the underlying land use assumptions will not add any new category of necessary public services to any service area.

(b) The changes in the infrastructure improvements plan and/or the underlying land use assumptions will not increase the level of service to be provided in any service area.

(c) Based on an analysis of the fee report and the City's adopted system development fee schedules, the changes in the infrastructure improvements plan and/or the underlying land use assumptions would not, individually or cumulatively with other amendments undertaken pursuant to this subsection, have caused a system development fee in any service area to have been increased by more

than five (5) per cent above the system development fee that is provided in the current system development fee schedule.

(d) At least thirty (30) days prior to the date that the any amendment pursuant to this section is adopted, the City shall post the proposed amendments on the City website.

B. *Adopting or amending the fee report.* Any adoption or amendment of a fee report and fee schedule shall occur at one or more public hearings according to the following schedule:

1. The first public hearing on the fee report and fee schedule must be held at least thirty (30) days after the adoption or approval of the infrastructure improvements plan as provided in Subsection A of this Section. The City must give at least thirty (30) days notice prior to the hearing, provided that this notice may be given on the same day as the approval or disapproval of the infrastructure improvements plan.

2. The City shall make the fee report and fee schedule available to the public on the City's website thirty (30) days prior to the public hearing described in paragraph 1 of this subsection.

3. The fee report and fee schedule may be adopted by the City no sooner than thirty (30) days, and no later than sixty (60) days, after the hearing described in paragraph 1 of this subsection. If the document was amended as a result of the public hearing, the revised fee report shall be posted on the City's public website at least fifteen (15) days prior to the meeting.

4. The development fee schedules adopted pursuant to this subsection shall become effective no earlier than seventy-five (75) days after adoption of the fee report by the City.

(Ord. No. 4459, 7-8-13)

38-10. Timing of updates.

A. *Updating the infrastructure improvements plan.* Except as provided in Subsection B of this Section, not later than every five (5) years the City shall update the applicable infrastructure improvements plan and fee report related to each category of necessary public services pursuant to Section 38-9 of this chapter. Such five-year period shall be calculated from the date of the adoption of the infrastructure improvements plan.

B. *Determination of no changes.* Notwithstanding Subsection A of this Section, if the City determines that no changes to an infrastructure improvements plan, underlying land use assumptions, or fee report are needed, the City may elect to continue the existing infrastructure improvements plan and fee report without amendment by providing notice as follows:

1. Notice of the determination shall be published at least one hundred eighty (180) days prior to the end of the five-year period described in Subsection A of this Section.

2. The notice shall identify the infrastructure improvements plan and fee report that shall continue in force without amendment.

3. The notice shall provide a map and description of the service area(s) covered by such infrastructure improvements plan and fee report.

4. The notice shall identify an address to which any resident of the City may submit, within sixty (60) days, a written request that the City update the infrastructure improvements plan, underlying land use assumptions, and/or fee report and the reasons and basis for the request.

C. *Response to comments.* The City shall consider and respond within thirty (30) days to any timely requests submitted pursuant to paragraph 4 of Subsection B of this Section.

(Ord. No. 4459, 7-8-13)

38-11. Collection of fees.

A. *Collection.* System development fees, together with any administrative charges assessed to defray the costs of administering this chapter, shall be calculated and collected at issuance of permission to commence development; specifically:

1. Unless otherwise specified pursuant to a Development agreement adopted pursuant to Section 38-13 of this chapter, system development fees shall be paid at the time of issuance of a building permit according to the current system development fee schedule for the applicable service area(s) as adopted pursuant to this chapter, or according to any other applicable system development fee schedule as authorized in this chapter.

(a) The City shall determine the amount of each required system development fee through the use of the applicable fee schedule.

(b) The City shall determine the category of development for each development based on the land use(s) applicable to the lot to be developed in its entirety. The system development fees for retail/commercial, office, public/quasi-public and industrial/warehouse shall take into account that a development or phase of development may contain components of more than one use category but the primary use category for which the development or phase of development is being constructed shall be the basis for which fees are assessed. If a lot consists of two (2) or more separate areas with different land uses applicable to each separate area, then the system development fee shall be determined by adding up all the fees that would be applicable for each land use type in each separate area. Determinations of the category of development by the City Engineer may be appealed to the City Manager or his/her designee.

(c) The City shall determine the water meter size for each lot based on the actual meter size installed on each lot. If the exact meter size is not listed in a table, then the City shall use the next largest meter size in such table. If a lot consists of two (2) or more separate areas with separate meters in each separate area, then the system development fee shall be determined by adding up all the fees that would be applicable for each meter size in each separate area. If a new wastewater customer is not a water customer, the City Engineer will determine the appropriate water meter size based on the estimated wastewater generation for the project.

(d) In assessing the system development fees for non-residential land use types, square footage shall be measured in terms of gross floor area, and any determination of square footage shall be in whole units, with any fractions thereof being rounded up to the next square foot.

(e) System development fees for development projects involving an addition to or remodeling of an existing facility, change of use, change of housing type, change of meter size or other modification or redevelopment of a previously developed lot or building with a valid certificate of occupancy shall be calculated as follows: the applicable system development fees for the proposed development as set forth in the current system development fee schedules minus the applicable system development fees for the previous development as set forth in the current system development fee schedules. In the event that the difference is negative, no refund of previously paid system development fees shall be made.

2. If a building permit is not required for the development, but water or wastewater connections are required, any and all system development fees due shall be paid at the time the water service connection is purchased. If only a wastewater connection is required, the system development fees shall be paid prior to approval of a connection to the sewer system. If no building permit or water or wastewater connection is required, all system development fees shall be paid prior to development approval. Wastewater system development fees shall be assessed if a development connects to the public sewer, or as determined by the City Engineer, is capable of discharging sewage to a City public sewer.

3. If the development is located in a service area with a stormwater, drainage, and flood control system development fee, and neither a building permit, water, or sewer service connection is required, the storm drainage system development fee due shall be paid at the time a civil or site permit is issued for the development.

4. No building permit, water or sewer connection, or certificate of occupancy shall be issued if a system development fee is not paid as directed in the previous paragraphs.

5. If the building permit is for a change in the type of building use, an increase in square footage, a change to land use, or an addition to a point of demand to the water or wastewater system, the system development fee shall be assessed on the additional service units resulting from the expansion or change, and following the system development fee schedule applicable to any new use type.

6. For issued permits that expire or are voided, system development fees and administrative charges shall be as follows:

(a) If the original permittee is seeking to renew an expired or voided permit, and the system development fees paid for such development have not been refunded, then the permittee shall pay the difference between any system development fees paid at the time the permit was issued and those in the fee schedule at the time the permit is reissued or renewed.

(b) If a new or renewed permit for the same development is being sought by someone other than the original permittee, the new permit applicant shall pay the full system development fees specified in the fee schedule in effect at the time that the permits are reissued or renewed. If the original permittee has assigned its rights under the permits to the new permit applicant, the new permit applicant shall pay system development fees as if it were the original permittee.

B. *Exceptions.* System development fees shall not be owed under any of the following conditions.

1. System development fees have been paid for the development and the permit(s) which triggered the collection of the system development fees have not expired or been voided.

2. The approval(s) that trigger the collection of system development fees involve modifications to existing development that do not: (a) add new EDUs, (b) increase the impact of existing EDUs on existing or future capital facilities, or (c) change the land-use type of the existing development to a different category of development for which a higher system development fee would have been due. To the extent that any modification does not meet the requirements of this paragraph, the system development fee due shall be the difference between the system development fee that was or would have been due on the existing development and the system development fee that is due on the development as modified.

3. Public schools and charter schools shall be exempt from payment of non-utility system development fees in accordance with A.R.S. § 9-500.18 with the exception of arterial street system development fees. In addition, public schools and charter schools shall be exempt from arterial street system development fees.

4. Separate water meters installed for irrigation purposes only shall not be included in the calculation of the wastewater system development fee. In redevelopment situations, credit shall be issued for existing water meters assigned to the property in question based on the current utility system development fees in effect at the time. When a building(s) is demolished as part of redevelopment, any credits will be applied to utility system development fees owed. When a larger water meter is required to serve an existing building due to a change in use, the difference between the value of the existing meter system development fees in current dollars will be applied against any new system development fees owed.

Water, wastewater and reclaimed water system development fees shall not be charged for meters dedicated only for fire flow. In the case of a change of use of an existing building where a larger meter is required to accommodate fire flow, the system development fees will be based only on the meter size upgrade that is required for domestic consumption.

5. Temporary structures for which an administrative use permit is secured for use as a sales office and not for residential or other purposes and intended to be removed within the two-year period granted under the use permit shall be exempt from system development fees. This exemption shall not apply where the temporary building is erected on a parcel of land upon which a permanent building with permanent facilities is to be constructed.

C. *Temporary exemptions from system development fee schedules.* New developments in the City shall be temporarily exempt from increases in system development fees that result from the adoption of new or modified system development fee schedules as follows:

1. *Single-family uses.* On or after the day that the first building permit is issued for a single-family development, the City shall, at the permittee's request, provide the permittee with an applicable system development fee schedule that shall be in force for a period of twenty-four (24) months beginning on the day that the first building permit is issued, and which shall expire at the end of the first business day of the 25th month thereafter. During the effective period of the applicable system development fee schedule, any building permit issued for the same single-family development shall not be subject to any new or modified system development fee schedule, provided that if the City reduces the amount of an applicable system development fee during the period that a grandfathered system development fee schedule is in force, the City shall assess the lower system development fee.

2. *Non-residential and multi-family uses.* On or after the day that the final approval is issued for a non-residential or multi-family development, the City shall provide an applicable system development fee schedule that shall be in force for a period of twenty-four (24) months beginning on the day that final development approval of a site plan or final subdivision plat is given, and which shall expire at the end of the first business day of the 25th month thereafter. For the purpose of this paragraph, final approval shall mean the approval of a site plan or, if no site plan is submitted for the development, the approval of a final subdivision plat. During the effective period of the applicable system development fee schedule, any building permit issued for the same development shall not be subject to any new or modified system development fee schedule, provided that if the City reduces the amount of an applicable system development fee during the period that a grandfathered system development fee schedule is in force, the City shall assess the lower system development fee.

3. *Other development.* Any development not covered under paragraphs 1 and 2 of this subsection shall pay system development fees according to the fee schedule that is current at the time of collection as specified in Subsection A of this Section.

4. *Changes to site plans and subdivision plats.* Notwithstanding the other requirements of this subsection, if changes are made to a development's final site plan or subdivision plat that will increase the number of service units after the issuance of a grandfathered system development fee schedule, the City may assess any new or modified system development fees against the additional service units.

D. *Option to pursue special fee determination.* The development fees with categories "Retail/Commercial," "Office," "Public/Quasi-Public" and "Industrial/Warehouse" take into account that a development or phase of development may contain components of more than one use category but the primary use category for which the development or phase of development is being constructed shall be the basis for which fees are assessed. For uses that cannot readily be designated under a particular category and are not part of a larger retail, industrial or office development, the City Engineer shall determine the category the particular use will be assigned based on which category has a p.m. peak hour trip generation rate equal to or less than the rate for the land use under consideration.

(Ord. No. 4459, 7-8-13; Ord. No. 4528, § 1, 5-8-14)

38-12. Credits and credit agreements.

A. *Eligibility of capital facility.* All system development fee credits must meet the following requirements:

1. One of the following is true:

(a) The capital facility, or the financial contribution toward a capital facility that will be provided by the developer and for which a credit will be issued, must be identified in an adopted infrastructure improvements plan and fee report as a capital facility for which a system development fee was assessed; or

(b) The applicant must demonstrate to the satisfaction of the City that, given the class and type of improvement, the subject capital facility should have been included in the infrastructure improvements plan in lieu of a different capital facility that was included in the infrastructure improvements plan and for which a system development fee was assessed. If the subject capital facility is determined to be eligible for a credit in this manner, the City shall amend the infrastructure improvements plan to (i) include the subject replacement facility and (ii) delete the capital facility that will be replaced.

2. Credits shall not be available for any capital facility provided by a developer if the cost of such capital facility will be repaid to the developer by the City through another agreement or mechanism. To the extent that the developer will be paid or reimbursed by the City for any contribution, payment, construction, or dedication from any City funding source including an agreement to reimburse the developer with future collected system development fees pursuant to Section 38-13 of this chapter, any credits claimed by the developer shall be: (a) deducted from any amounts to be paid or reimbursed by the City; or (b) reduced by the amount of such payment or reimbursement.

B. *Eligibility of subject development.* To be eligible for a credit, the subject development must be located within the service area of the eligible capital facility.

C. *Calculation of credits.* Credits will be based on that portion of the costs for an eligible capital facility identified in the adopted infrastructure improvements plan for which a development fee was assessed pursuant to the fee report. If the gross system development fee for a particular category of necessary public service is adopted at an amount lower than the plan-based cost per EDU, the amount of any credit shall be reduced in proportion to the difference between the plan-based cost per EDU and the gross system development fee adopted. A credit shall not exceed the actual costs the applicant incurred in providing the eligible capital facility, nor shall it exceed the amount of the applicable system development fee for the subject development.

D. *Allocation of credits.* Before any credit can be issued to a subject development (or portion thereof), the credit must be allocated to that development as follows:

1. The developer and the City must execute a credit agreement including all of the following:

(a) The total amount of the credits resulting from provision of an eligible capital facility.

(b) The estimated number of EDUs to be served within the subject development.

(c) The method by which the credit values will be distributed within the subject development.

2. It is the responsibility of the developer to request allocation of system development fee credits through an application for a credit agreement (which may be part of a Development agreement entered into pursuant to Section 38-13 of this chapter).

3. If a building permit is issued or a water/sewer connection is purchased, and a system development fee is paid prior to execution of a credit agreement for the subject development, no credits may be allocated retroactively to that permit or connection. Credits may be allocated to any remaining permits for the subject development in accordance with this chapter.

4. If the entity that provides an eligible capital facility sells or relinquishes a development (or portion thereof) that it owns or controls prior to execution of a credit agreement or Development agreement, credits resulting from the eligible capital facility will only be allocated to the development if the entity legally assigns such rights and responsibilities to its successor(s) in interest for the subject development.

5. If multiple entities jointly provide an eligible capital facility, both entities must enter into a single credit agreement with the City, and any request for the allocation of credit within the subject development(s) must be made jointly by the entities that provided the eligible capital facility.

6. Credits may only be reallocated from or within a subject development with the City's approval of an amendment to an executed credit agreement, subject to the following conditions:

(a) The entity that executed the original agreement with the City, or its legal successor in interest, and the entity that currently controls the subject development are parties to the request for reallocation.

(b) The reallocation proposal does not change the value of any credits already issued for the subject development.

7. A credit agreement may authorize the allocation of credits to a non-contiguous parcel only if all of the following conditions are met:

(a) The entity that executed the original agreement with the City or its legal successor in interest, the entity that currently controls the subject development, and the entity that controls the non-contiguous parcel are parties to the request for reallocation.

(b) The reallocation proposal does not change the value of any credits already issued for the subject development.

(c) The non-contiguous parcel is in the same service area as that served by the eligible capital facility.

(d) The non-contiguous parcel receives a necessary public service from the eligible capital facility.

(e) The credit agreement specifically states the value of the credits to be allocated to each parcel and/or EDU, or establishes a mechanism for future determination of the credit values.

(f) The credit agreement does not involve the transfer of credits to or from any property subject to a development agreement.

(g) The City must obtain ownership or control of the Capital Facility subsequent to August 1, 2014 to allow for allocation of credits to non-contiguous parcels.

E. *Credit agreement.* Credits shall only be issued pursuant to a credit agreement executed in accordance with Subsection D of this Section. The City Engineer or authorized designee is authorized by this chapter to enter into a credit agreement with the controlling entity of a subject development, subject to the following:

1. The developer requesting the credit agreement shall provide all information requested by the City to allow it to determine the value of the credit to be applied.

2. An application for a credit agreement shall be submitted to the City by the developer within one year of the date on which ownership or control of the capital facility passes to the City.

3. The developer shall submit a draft credit agreement to the City Engineer or authorized designee(s) for review in the form provided to the applicant by the City. The draft credit agreement shall include, at a minimum, all of the following information and supporting documentation:

(a) A legal description and map depicting the location of the subject development for which credit is being applied. The map shall depict the location of the capital facilities that have been or will be provided.

(b) An estimate of the total EDUs that will be developed within the subject development depicted on the map and described in the legal description.

(c) A list of the capital facilities, associated physical attributes and the related costs as stated in the infrastructure improvements plan.

(d) Documentation showing the date(s) of acceptance by the City, if the capital facilities have already been provided.

(e) The total amount of credit to be applied within the subject development and the calculations leading to the total amount of credit.

(f) The credit amount to be applied to each EDU within the subject development for each category of necessary public services.

4. The City's determination of the credit to be allocated is final.

5. Upon execution of the credit agreement by the City and the applicant, credits shall be deemed allocated to the subject development.

6. Any amendment to a previously approved credit agreement must be initiated within two (2) years of the City's final acceptance of the eligible capital facility for which the amendment is requested.

7. Any credit agreement approved as part of a development agreement shall be amended in accordance with the terms of the development agreement and Section 38-13 of this chapter.

F. *Issuance of credits.* Credits allocated pursuant to Subsection D of this Section may be issued and applied toward the gross system development fees due from a development, subject to the following conditions:

1. Credits issued for an eligible capital facility may only be applied to the system development fee due for the applicable category of necessary public services, and may not be applied to any fee due for another category of necessary public services.

2. Credits shall only be issued when the eligible capital facility from which the credits were derived has been accepted by the City.

3. Where credits have been issued pursuant to paragraph 2 of this subsection, a system development fee due at the time a building permit is issued shall be reduced by the credit amount stated in or calculated from the executed credit agreement. Where credits have not yet been issued, the gross system development fee shall be paid in full.

4. Credits, once issued, may not be rescinded or reallocated to another permit or parcel, except that credits may be released for reuse on the same subject development if a building permit for which the credits were issued has expired or been voided and is otherwise eligible for a refund under Section 38-15.A.2(a) of this chapter.

5. Notwithstanding the other provisions of this Section 38-12, credits issued prior to August 1, 2014, may only be used for the subject development for which they were issued.

(Ord. No. 4459, 7-8-13; Ord. No. 4528, § 1, 5-8-14)

38-13. Development agreements.

Development agreements containing provisions regarding system development fees, system development fee credits and/or disbursement of revenues from system development fee accounts shall comply with the following:

A. *Development agreement required.* A development agreement is required to authorize any of the following:

1. To issue credits prior to the City's acceptance of an eligible capital facility.

2. To allocate credits to a parcel that is not contiguous with the subject development and that does not meet the requirements of Section 38-12.D.(7) of this chapter.

3. To reimburse the developer of an eligible capital facility using funds from system development fee accounts.

4. To allocate different credit amounts per EDU to different parcels within a subject development.

5. For a single-family dwelling unit, to allow system development fees to be paid at a later time than the issuance of a building permit as provided in this Section.

B. *General requirements.* Except where specifically modified by this Section, all provisions of Section 38-12 of this chapter shall apply to any credit agreement that is authorized as part of a development agreement.

C. *Early credit issuance.* A development agreement may authorize the issuance of credits prior to acceptance of an eligible capital facility by the City when the Development agreement specifically states the form and value of the security (i.e., bond, letter of credit, etc.) to be provided to the City prior to issuance of any credits. The City shall determine the acceptable form and value of the security to be provided.

D. *Non-contiguous credit allocation.* A development agreement may authorize the allocation of credits to a non-contiguous parcel only if all of the following conditions are met:

1. The non-contiguous parcel is in the same service area as that served by the eligible capital facility.

2. The non-contiguous parcel receives a necessary public service from the eligible capital facility.

3. The development agreement specifically states the value of the credits to be allocated to each parcel and/or EDU, or establishes a mechanism for future determination of the credit values.

E. *Uneven credit allocation.* The development agreement must specify how credits will be allocated amongst different parcels on a per-EDU basis, if the credits are not to be allocated evenly. If the development agreement is silent on this topic, all credits will be allocated evenly amongst all parcels on a per-EDU basis.

F. *Use of reimbursements.* Funds reimbursed to developers from system development fee accounts for construction of an eligible capital facility must be utilized in accordance with applicable law for the use of City funds in construction or acquisition of capital facilities, including A.R.S. § 34-201 et seq.

G. *Deferral of fees.* A development agreement shall not provide for the deferral of payment of system development fees for any type of development beyond the issuance of a building permit.

H. *Waiver of fees.* If the City agrees to waive any system development fees assessed on development in a development agreement, the City shall reimburse the appropriate system development fee account for the amount that was waived.

I. *No Obligation.* Nothing in this section obligates the City to enter into any development agreement or to authorize any type of credit agreement permitted by this section.

(Ord. No. 4459, 7-8-13)

38-14. Appeals.

A system development fee determination by City staff may be appealed in accordance with the following procedures:

A. *Limited scope.* An appeal shall be limited to disputes regarding the calculation of the system development fees for a specific development and/or permit and calculation of EDUs for the development.

B. *Form of appeal.* An appeal shall be initiated on such written form as the City may prescribe, including a full statement of the grounds, and submitted to the City Engineer.

C. *Action by Manager.* The City Manager or authorized designee shall act upon the appeal within 14 calendar days of receipt of the appeal and the applicant shall be notified of the City Manager or authorized designee's decision in writing.

D. *Final decision.* The City Manager or authorized designee's decision regarding the appeal is final.

E. *Fees during pendency.* Building permits may be issued during the pendency of an appeal if the applicant (1) pays the full system development fee calculated by the City at the time the appeal is filed or (2) provides the City with financial assurances in the form acceptable to the City Manager or authorized designee equal to the full amount of the system development fee. Upon final disposition of an appeal, the fee shall be adjusted in accordance with the decision rendered, and a refund paid if warranted. If the appeal is denied by the City Manager or authorized designee, and the applicant has provided the City with financial assurances as set forth in clause (2) above, the applicant shall deliver the full amount of the system development fee to the City within ten days of the City Manager or designee's final decision on the appeal. If the applicant fails to deliver the full amount of the system development fees when required by this subsection, the City may draw upon such financial assurance instrument(s) as necessary to recover the full amount of the system development fees due from the applicant.

(Ord. No. 4459, 7-8-13)

38-15. Refunds.

A. *Refunds.* A refund (or partial refund) will be paid to any current owner of property within the City who submits a written request to the City and demonstrates that:

1. The permit(s) that triggered the collection of the system development fee have expired or been voided prior to the commencement of the development for which the permits were issued and the system development fees collected have not been expended, encumbered, or pledged for the repayment of financing or debt; or

2. The owner of the subject real property or its predecessor in interest paid a system development fee for the applicable category of necessary public services on or after August 1, 2014, and one of the following conditions exists:

(a) The capital facility designed to serve the subject real property has been constructed, has the capacity to serve the subject real property and any development for which there is reserved capacity and the service which was to be provided by that capital facility has not been provided to the subject real property from that capital facility or from any other capital facility.

(b) After collecting the fee to construct a capital facility, the City fails to complete construction of the capital facility within the time period identified in the infrastructure improvements plan, as it may be amended, and the corresponding service is otherwise unavailable to the subject real property from that capital facility or any other capital facility.

(c) For a category of necessary public services other than water or wastewater facilities, any part of a system development fee is not spent within ten (10) years of the City's receipt of the system development fee.

(d) Any part of a system development fee for water or wastewater facilities is not spent within fifteen (15) years of the City's receipt of the system development fee.

(e) The system development fee was calculated and collected for the construction cost to provide all or a portion of a specific capital facility serving the subject real property and the actual construction costs for the capital facility are less than the construction costs projected in the infrastructure improvements plan by a factor of ten (10) percent or more. In such event, the current owner of the subject real property shall, upon request as set forth in this Section A, be entitled to a refund for the difference between the amounts of the system development fee charged for and attributable to such construction cost and the amount the system development fee would have been calculated to be if the actual construction cost had been included in the fee report. In performing the recalculation, the City may take into consideration actual construction costs for other improvements serving the subject real property that were included in the infrastructure improvements plan for the same category of necessary public facilities. The refund contemplated by this Subsection shall relate only to the costs specific to the construction of the applicable capital facility and shall not include any related design, administrative, or other costs not directly incurred for construction of the capital facility that are included in the system development fee as permitted by A.R.S. § 9-463.05.

B. *Earned interest.* A refund of a system development fee shall include any interest actually earned on the refunded portion of the system development fee by the City from the date of collection to the date of refund. All refunds shall be made to the record owner of the property at the time the refund is paid.

C. *Refund to government.* If a system development fee was paid by a governmental entity, any refund shall be paid to that governmental entity.

D. *Correction of errors.* The City Engineer is hereby authorized and directed to correct any error in the assessment and collection of system development fees detected within twenty-four (24) months of the date of the payment of the system development fees, including assessing additional system development fee amounts or issuing a refund from the appropriate system development fee fund(s).

E. *No refund for change of development.* After a system development fee has been paid pursuant to this chapter, no refund of any part of such system development fee shall be made if the development for which the system development fee was paid is later demolished, destroyed, or is altered, reconstructed, or reconfigured so as to reduce the size of the development, the number of units in the development, or the number of EDUs.

(Ord. No. 4459, 7-8-13)

38-16. Oversight of program.

A. *Annual report.* Within ninety (90) days of the end of each fiscal year, the City shall file with the City Clerk an unaudited annual report accounting for the collection and use of the fees for each service area and shall post the report on its website in accordance with A.R.S. § 9-463.05, Subsections N and O, as amended.

B. *Biennial audit.* In addition to the annual report described in Subsection A of this Section, the City shall provide for a biennial, certified audit of the City's land use assumptions, infrastructure improvements plan and system development fees.

1. An audit pursuant to this subsection shall be conducted by one or more qualified professionals who are not employees or officials of the City and who did not prepare the infrastructure improvements plan.

2. The audit shall review the collection and expenditures of development fees for each project in the plan and provide written comments describing the amount of system development fees assessed, collected and spent on capital facilities.

3. The audit shall describe the level of service in each service area and evaluate any inequities in implementing the infrastructure improvements plan or imposing the system development fee.

4. The City shall post the findings of the audit on the City's website and shall conduct a public hearing on the audit within sixty (60) days of the release of the audit to the public.

5. For purposes of this subsection a certified audit shall mean any audit authenticated by one (1) or more of the qualified professionals conducting the audit pursuant to paragraph 1 of this subsection.

(Ord. No. 4459, 7-8-13)

APPENDIX A. FEE SCHEDULE

System Development Fee	Single-Family (unit)	Multi-Family (unit)	Retail/ Commercial (square foot)	Office (square foot)	Industrial/ Warehouse (square foot)	Public/ Quasi-Public (square foot)
Arterial Street[1]	~~$3,869~~ $3,792	~~$2,190~~ $2,059	~~$5.04~~ $3.89	~~$4.04~~ $5.35	~~$1.17~~ $1.05	~~$0.97~~[2] $1.98
Fire[2]	~~$218~~ $308	~~$161~~ $259	~~$0.22~~ $0.32	~~$0.20~~ $0.17	~~$0.04~~ $0.08	~~$0.06~~ $0.16
Library[2]	~~$61~~ 0.00	~~$44~~ 0.00	$0.00	$0.00	$0.00	$0.00
Parks - Northwest Service Area[2, 4]	~~$983~~ $0.00	~~$729~~ $0.00	$0.00	$0.00	$0.00	$0.00
Parks - Northeast Service Area[2, 4]	~~$237~~ $129	~~$176~~ $109	$0.00	$0.00	$0.00	$0.00
Parks - Southeast Service Area[2, 4]	~~$2,338~~ $5,242	~~$1,735~~ $4,424	$0.00	$0.00	$0.00	$0.00
Police[2]	~~$127~~ $74	~~$94~~ $62	~~$0.13~~ $0.08	~~$0.11~~ $0.04	~~$0.02~~ $0.02	~~$0.03~~ $0.04
Public Buildings[2]	$110	$79	$0.12	$0.08	$0.02	$0.03
Reclaimed Water[3]	~~$837~~ $1,094	~~$403~~ $464	See Table A			
Wastewater[3]	~~$4,024~~ $5,989	~~$1,940~~ $2,539	See Table A			
Water	~~$3,397~~ $2,460	~~$1,281~~ $822	See Table A			

[1] Assessed in any area south of Frye Road, east of McClintock Road, and north of Frye Road, east of McQueen Road, or east of Palm Lane, north of Pecos Road and west of the Southern Pacific Railroad tracks to Knox Road, or north of Ray Road.

[2] Pursuant to A.R.S. 9-500.18, these non-utility system development fees may not be assessed on school districts or charter schools. In addition, arterial street system development fees shall not be collected from a school district or charter school.

[3] No reclaimed water or wastewater fees for water-only (landscape) connections.

[4] Fees for the Parks - Northwest Service Area are assessed in the area west of Price Road. Fees for the Parks - Northeast Service Area are assessed in the area both east of Price Road and north of the 202 Freeway. Fees for the Parks - Southeast Service Area are assessed in the area both east of Price Road and south of the 202 Freeway.

Table A: Non-Residential Utility System Development Fees				
Water Meter Size	Water Meter Type	Reclaimed Water[(1)]	Wastewater[(1)]	Water
¾"	Disc	~~$1,256~~ $1,641	~~$6,036~~ $8,984	~~$5,096~~ $3,690
1"	Disc	~~$2,093~~ $2,734	~~$10,060~~ $14,973	~~$8,493~~ $6,150
1½"	Disc	~~$4,185~~ $5,470	~~$20,120~~ $29,945	~~$16,985~~ $12,300
2"	Disc/Turbine	~~$6,696~~ $8,752	~~$32,192~~ $47,912	~~$27,176~~ $19,680
3"	Compound	~~$13,392~~ $24,615	~~$64,384~~ $134,753	~~$54,352~~ $55,350
3"	Turbine	~~$14,648~~ $19,145	~~$70,420~~ $104,808	~~$59,448~~ $43,050
4"	Compound	~~$20,925~~ $27,350	~~$100,600~~ $149,725	~~$84,925~~ $61,500
4"	Turbine	~~$25,110~~ $32,820	~~$120,720~~ $179,670	~~$101,910~~ $73,800
6"	Compound	~~$41,850~~ $54,700	~~$201,200~~ $299,450	~~$169,850~~ $123,000
6"	Turbine	~~$52,313~~ $68,375	~~$251,500~~ $374,313	~~$212,313~~ $153,750
8"	Compound	~~$66,960~~ $87,520	~~$321,920~~ $479,120	~~$271,760~~ $196,800
8"	Turbine	~~$75,330~~ $98,460	~~$362,160~~ $539,010	~~$305,730~~ $221,400
10" and Larger	Any	[(2)]	[(2)]	[(2)]

[(1)] No Reclaimed Water or wastewater fees for water-only (landscape) connections.

[(2)] For meters ten (10) inches and larger, the Reclaimed Water, Wastewater and Water system development fees shall be based on the following formula:

System Development Fee = (1" Fee) × (Safe Maximum Operating Capacity (GPM)/20 (GPM))

(Ord. No. 4459, 7-8-13; Ord. No. 4528, § 1, 5-8-14; Ord. No. 4876, § 1, 4-25-19)

Editor's note(s)—Section 3 of Ord. No. 4876, adopted April 25, 2019, states: The new fees established by this Ordinance shall become effective July 15, 2019.

CHANDLER arizona
Community of Innovation

City Council Memorandum Neighborhood Resources Memo No. NR24-007

Date: April 04, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Leah Powell, Neighborhood Resources Director
From: Riann Balch, Community Resources Manager
Subject: Resolution No. 5791 Intergovernmental Agreement with Maricopa County for Heat Relief Services

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Proposed Motion:

Move Council pass and adopt Resolution No. 5791, accepting $218,132 in American Rescue Act Plan funds from Maricopa County for heat relief services.

Background/Discussion:

In 2023, the City of Chandler partnered with Maricopa County to administer and provide heat relief services for residents of Chandler and Mesa during the heat season. The purpose of the partnership was to mitigate the impact of heat exposure for vulnerable populations and standardize the level and quality of services across jurisdictions. The intergovernmental agreement (IGA) provided $600,000 in County funds for the 2023 heat season for both cities and included the ability to amend the agreement in writing. At that time, heat relief activities for persons at risk of or experiencing homelessness were managed by the Maricopa County Human Services Department (MCHSD).

In December 2023, in partnership with MCHSD, staff brought an amendment to City Council for approval to renew the agreement to provide services for the 2024 heat season. The approved amendment included services only for the City of Chandler, as the standardization of quality services across jurisdictions was achieved in the first year of the agreement. In January 2024, MCHSD notified Neighborhood Resources that the management of heat relief services had been transferred to the Maricopa County Department of Public Health (MCDPH), and

that the amendment with MCHSD previously approved by City Council would not be executed.

The 2023 Phoenix-area heat season was the hottest on record, with 31 consecutive days and 54 total days over 110 degrees Fahrenheit and several nighttime lows exceeding 90 degrees Fahrenheit. Over two-thirds of the record-breaking 645 heat related deaths recorded in the summer of 2023 did not have a stable residence. During the 2023 heat season, the City of Chandler partnered with the Salvation Army and Resurrection Street Ministries to provide one (1) day respite center, ten (10) cooling stations, and shower and laundry services in both Chandler and Mesa. Across both cities,1,818 unduplicated persons were served for a total expenditure of $406,996. In Chandler, 567 unduplicated persons were served with over 8,600 hours of service. In addition, over 10,200 water bottles, 13,400 snack items, 600 showers and 220 laundry services were provided to vulnerable Chandler residents. The National Weather Service Climate Prediction Center forecasts above-normal temperatures for the 2024 heat season, underscoring the need to prepare for extreme summer temperatures to prevent heat-related illnesses and death. Although all residents and visitors of Maricopa County are affected by extreme heat, some populations are impacted more, including people over age 50, people living in mobile home parks, and people experiencing homelessness.

The Neighborhood Resources Department participates in the Maricopa County Heat Relief Network to coordinate with neighboring jurisdictions and service providers to ensure a comprehensive network of services is provided across Maricopa County. Since the transition between managing departments, MCDPH is now partnering with agencies across Maricopa County to provide heat relief services for the months of May through September 2024. MCDPH notified the City of Chandler that it will receive $218,132 in American Rescue Plan Act (ARPA) funds to provide services within its geographic boundaries. The Intergovernmental Agreement will commence April 1, 2024, and end December 31, 2026. The Agreement allows for the possibility of additional funding and services to be determined at a later date.

Through this agreement and in compliance with the new requirements implemented by MCDPH, the City of Chandler will provide one (1) day respite center, available from 9:00 am to 7:00 pm Monday through Saturday, and on Sundays when heat alerts are triggered from May through September 2024. The Center will provide air-conditioning, hydration, and snacks, and guests will have access to restroom facilities and uninterrupted rest. The Center will have visible signage, in compliance with local zoning ordinances, provided by MCDPH. Shower and laundry services as well as printed resource materials and access to

the City of Chandler Community Navigation Team will also be available. Three cooling stations, where residents can stop by for water and a reprieve from the heat, will operate at the City of Chandler Downtown and Sunset libraries, as well as the Community Center during business hours. MCDPH may enter into separate agreements for additional cooling stations with interested non-profit organizations. MCDPH will also provide transportation to and from day respite centers through a separate centralized contract serving the Maricopa County region. The City of Chandler will support security services for the day respite center outside of this agreement.

A related item to renew an agreement with the Salvation Army Chandler Corps to provide day respite center services for the 2024 heat season also appears on this Council agenda.

Financial Implications:

The Neighborhood Resources Department will provide previously allocated city ARPA funds for activities such as security, which are not included in the Maricopa County ARPA funding.

Attachments

Resolution No. 5791

IGA for Heat Relief Services

RESOLUTION NO. 5791

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT TO ACCEPT $218,132 OF AMERICAN RESCUE PLAN ACT FUNDS, OR SUCH HIGHER AMOUNT AS MAY BE AWARDED IF WEATHER CONDITIONS WARRANT AND ADDITIONAL FUNDING IS AVAILABLE, FROM MARICOPA COUNTY TO SUPPORT HEAT RELEIF SERVICES FOR THE CITY OF CHANDLER; AND AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY OR APPROPRIATE TO CARRY OUT THE INTENT OF THIS RESOLUTION AND ADMINISTER THE AGREEMENT.

WHEREAS, Maricopa County acting by and through its Department of Public Health ("MCDPH") notified the City of Chandler that it would receive up to $218,132 of American Rescue Plan Act ("ARPA") funds to implement heat relief services in the City of Chandler ("the city"); and

WHEREAS, the purpose of the Intergovernmental Agreement ("IGA") is to increase access to heat relief in locations that are accessible to those most in need of services by increasing the number of heat relief locations and expanding heat relief center hours of operation 7 days per week during high heat hours from May 1, 2024 through September 30, 2024 or longer as weather conditions warrant and funding availability allows; and

WHEREAS, the heat relief locations shall meet basic needs by ensuring air-conditioned space, hydration, and food are available to allow people to recover from heat exposure; and

WHEREAS, the city seeks to implement heat relief services in compliance with the requirements set forth by the MCDPH within its geographic boundaries.

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

Section 1. Accepts American Rescue Plan Act funds in an amount up to $218,132 from MCDPH or such higher amount as may be awarded if weather conditions warrant and additional funding is available for heat relief services.

Section 2. Authorizes the Mayor to execute an IGA with Maricopa County on behalf of the City of Chandler in substantially the form attached hereto as Exhibit "A."

Section 3. Authorizes the City Manager, or designee, to take all actions necessary or appropriate to carry out the intent of this Resolution and administer the IGA.

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. 5791 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”

INTERGOVERNMENTAL AGREEMENT
MARICOPA COUNTY
by and through the
DEPARTMENT OF PUBLIC HEALTH
4041 N. Central Avenue, #1400, Phoenix, Arizona 85012

1. Agreement No: C-86-_____ **2. Agreement Type:** _Reimbursement_____
3. Agreement Amount: $218,132 a year **4. Purpose:** _Heat Relief Funding_____
5. Start Date: 04/01/2024 **6. Expiration Date:** 12/31/2026

This Intergovernmental Agreement ("Agreement") is entered into by and between _The City of Chandler, AZ_____ (referred to as "Subrecipient"), and Maricopa County, by and through its Department of Public Health (MCDPH) (referred to as "County"). Subrecipient and the County are collectively referred to as the "Parties" and individually as a "Party." All rights and obligations of the Parties shall be governed by the terms of this Agreement, its exhibits, attachments, appendices, and amendments.

This Agreement contains all the terms and conditions agreed to by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties. Nothing in this Agreement shall be construed as consent to any lawsuit or waiver of any defense in a lawsuit brought against the County or the Subrecipient in any state or federal court.

Legal Notice under this Agreement shall be given by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, to the addresses set forth below and shall be effective upon receipt by the Party to whom addressed unless otherwise indicated in the notice.

Notice to Subrecipient: City of Chandler Phone 480-782-4352
Address: 235 S. Arizona Ave, Chandler, AZ 85225_____

All Subrecipients must have a Unique Entity Identifier (UEI) number issued through https://sam.gov/content/entity-registration. If Subrecipient does not have one at time of award, they must apply for one within 30 days of contract award. Subrecipient must also remain current within the System for Award Management platform located at www.sam.gov throughout the term of the contract.

UEI #: _ LCLUQVAP1WU4 _____

Notice to Department: MCDPH Grants/Contract Unit Phone: (602) 372-0674
Address: 4041 North Central Avenue, Suite #1400, Phoenix, Arizona 85012

IN WITNESS WHEREOF, the Parties enter into this Agreement:

SUBRECIPIENT INFO

Signature _____
Name Kevin Hartke
Title Mayor
Date _____

ATTEST:
Signature _____
Date City Clerk

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

MARICOPA COUNTY BOARD OF SUPERVISORS

Signature _____
Name _____
Title Chairman, Board of Supervisors
Date _____

ATTEST:
Signature _____
Date Office of the Clerk of the Board

Pursuant to A.R.S. § 11-952, the Attorney for the Board of Supervisors has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature		Signature	
	Assistant City Attorney DMG		Attorney for Maricopa County
Date		Date	

1. EFFECT

To the extent the Special Provisions conflict with the General Provisions, the Special Provisions shall control. To the extent the Work Statement(s) and the Special or General Provisions conflict, the Work Statement(s) shall control.

2. DEFINITIONS

As used throughout this Agreement, the following terms shall have the following meanings:

A. **Agreement** means this document and all attachments and amendments.

B. **Subrecipient** means the person, firm or organization listed on the Cover Page of this Agreement.

C. **County** means Maricopa County, Arizona.

D. **Department** means the Maricopa County Department of Public Health.

E. **Funding Source** means any federal, state, or private agency funding source, which may impose conditions on the funding that will be passed on to the Subrecipient.

F. **Subrecipient Staff, Employee or Faculty** means a person or persons employed by, contracted with, or retained by the Subrecipient for the purpose of providing the services and responsibilities contained in this Agreement.

3. GENERAL REQUIREMENTS

A. The terms of this Agreement shall be governed by Arizona law. Any lawsuit arising out of this Agreement shall be brought in the appropriate court in Maricopa County.

B. The Subrecipient shall, without limitation, obtain and maintain all licenses, permits, and authority necessary to do business, render services, and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability, and workers' compensation.

C. The Subrecipient is an independent contractor in the performance of work and the provision of services under this Agreement and is not to be considered an officer, employee, or agent of the County.

4. AMENDMENTS

All Amendments to this Agreement must be in writing and signed by authorized persons for both Parties. All amendments shall clearly state the effective date of the action.

5. ASSIGNMENT AND SUBCONTRACTING

No rights, liability, obligations, or duties under this Agreement may be assigned or delegated without the prior written approval of the County and Subrecipient.

6. RECORDS, AUDITS, AND DISALLOWANCES

A. This provision applies to all financial and programmatic records, supporting documents, statistical records, and other records of the County and Subrecipient that relate to this Agreement.

B. The County and Subrecipient shall retain all financial books, records, and other documents related to this Agreement for five years after final payment or until after the resolution of any audit questions, which could be more than five years, whichever is longer. County, federal, or state auditors, and any other persons duly authorized by the County, shall have full access to and the right to examine, copy and make use of all such financial books, records, and other documents.

C. If the Subrecipient's books, records, and other documents related to this Agreement are not sufficient to support and document that allowable services were provided to eligible clients, the Subrecipient shall reimburse the County for the services not adequately supported and documented.

D. The Subrecipient shall, upon written demand, reimburse the County for any payments made under this Agreement that are disallowed, by a federal, state or County audit in the amount of the disallowance, as well as court costs and attorney fees the County incurs to pursue legal action relating to a disallowance.

E. If the County determines that a cost for which payment has been made is a disallowed cost, the County shall notify the Subrecipient in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Subrecipient by the amount of the disallowance or to require immediate repayment of the disallowed amount by the Subrecipient.

F. The County shall, upon review and agreement of the Parties, remit to the Subrecipient any payments determined to have been insufficiently paid, in the amount of the payment shortfall.

7. AGREEMENT COMPLIANCE MONITORING

County may monitor the Subrecipient's compliance with, and performance under, the terms and conditions of this Agreement. On-site visits for compliance monitoring may be made by the County and/or its grantor agencies at any time during the Subrecipient's normal business hours, announced or unannounced. During an on-site visit, the Subrecipient shall make its records and documents related to work performed or services provided under this Agreement available to the County for inspection and copying.

8. AVAILABILITY OF FUNDS

A. The provisions of this Agreement relating to the payment for services shall become effective when funds assigned for the purpose of compensating the Subrecipient, as provided herein, are available to the County for disbursement. The Department shall be the sole authority in determining the availability of funds under this Agreement and the County shall keep the Subrecipient fully informed as to the availability of funds. The County shall refer no clients to Subrecipient for periods of time for which funding is not available unless at the discretion of both parties, an alternate source of funds is made available to continue the service.

B. If any action is taken by any state agency, federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under or in connection with this Agreement, the County may amend, suspend, decrease, or terminate its obligations under or in connection with this Agreement. If this Agreement is terminated, the County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Agreement. The County shall give written notice of the effective date of any suspension, amendment, or termination under this section at least 10 days in advance.

9. CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS

A. The Subrecipient shall, during the term of this Agreement, immediately inform the County in writing of the award of any other contract or grant that may affect either the direct or indirect costs being paid or reimbursed under this Agreement. Failure by the Subrecipient to notify the County of such award shall be considered a material breach of this Agreement and the County may immediately terminate this Agreement without liability.

B. Upon request, the Subrecipient shall provide within 10 working days, a copy of such other contract or grant, when, in the opinion of the Department, the award of the contract or grant may affect the costs being paid or reimbursed under this Agreement.

C. If the County determines that the award of such other contract or grant has affected the costs being paid or reimbursed under this Agreement, the County shall prepare an amendment to this Agreement effecting a cost adjustment. If the Subrecipient disputes the proposed cost adjustment, the dispute shall be resolved pursuant to the Disputes clause.

10. DEFAULT

The County may suspend, modify, or terminate this Agreement immediately by giving written notice to the Subrecipient for: 1) material breach of any contractual obligation, 2) non-performance of any stated objectives, or 3) upon any event that would jeopardize the ability of the Subrecipient to perform its contractual obligations. Unless expressly stated otherwise this in this Agreement, such determination will not be made until such time as the Disputes process in this Agreement has been exhausted.

11. TERMINATION

A. Either Party may terminate this Agreement at any time with 30 days prior written notice made by personal delivery or by registered or certified mail, postage prepaid, return receipt requested. Additionally, the terminating Party shall send a courtesy email per the Notices section.

B. This Agreement may be terminated by mutual written agreement of the Parties specifying the termination date.

C. The County may terminate this Agreement upon 24 hours' notice when the County deems client the Subrecipient's non-compliance jeopardizes funding source financial participation.

D. Either Party has the right to terminate this Agreement for cause upon 14 days written notice, and if more than one activity is funded by this Agreement the County may terminate any part of the Work Statement obligations without impairing the remaining obligations, for any of the following reasons:

(1) Breach of this Agreement which is not corrected within 14 days after written notice or registered mail, return receipt requested.

(2) Inability to discharge the duties and responsibility under this Agreement for a continual period of 30 days or more.

E. This Agreement is subject to cancellation in pursuant to A.R.S. § 38-511.

F. If not terminated by one of the above methods, this Agreement will terminate upon the expiration date of this Agreement as stated on the Cover Page of this Agreement.

G. Upon termination or expiration, the property purchased in furtherance of this Agreement will remain the property of the funding Party, unless expressly specified otherwise.

12. SEVERABILITY

If a court finds that any provision of this Agreement is invalid, all the remaining provisions shall remain in full force and effect.

13. STRICT COMPLIANCE

Acceptance by the County of performance that is not in strict compliance with the terms of this Agreement shall not be deemed to waive the requirement of strict compliance for all future performance. All changes in performance obligations under this Agreement must be in writing and signed by the Parties.

14. NON-LIABILITY

A. The County and its officers, representatives, agents, and employees shall not be liable for any act or omission by the Subrecipient or any subcontractor, employee, officer, agent, or representative of the Subrecipient or any subcontractor occurring in the performance of this Agreement, nor shall they be liable for purchases or contracts made by the Subrecipient or any subcontractor in connection with this Agreement.

B. The Subrecipient and its officers, representatives, agents, and employees shall not be liable for any act or omission by the County or any County subcontractor, employee, officer, agent, or representative of the County or any County subcontractor occurring in the performance of this Agreement, nor shall they be liable for purchases or contracts made by the County or any County subcontractor in connection with this Agreement.

15. INDEMNITY

Each Party (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other Party (as “Indemnitee”) from and against all claims, losses, liability, costs, and expenses

(including reasonable attorneys' fees) (collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of Indemnitor, its officers, agents, employees, or volunteers.

16. COVENANT AGAINST CONTINGENT FEES

The Subrecipient warrants that it has not utilized any person or entity to solicit this Agreement for a commission or contingent fee. The County may immediately terminate this Agreement without liability for breach of this warranty.

17. SAFEGUARDING CLIENT INFORMATION

The use or disclosure by any Party of any information concerning an eligible individual served under this Agreement is directly limited to the performance of this Agreement. County and Subrecipient shall safeguard confidential and privileged client information i.e., medical, financial, and other individually specific information, and shall only disclose such information in accordance with all applicable federal, state, and local laws, rules, and regulations. The use or disclosure by any party of any information concerning a client served under this Agreement or any other applicable contract is directly limited to services under this Agreement subject to applicable federal, state, and local laws, rules and regulations. Subrecipient's obligation to maintain the confidentiality of all medical, financial, and individually specific information shall exist after termination or expiration of this Agreement.

18. OWNERSHIP OF INFORMATION

As used in this section, the term "Materials" means all products created or produced by the Subrecipient under this Agreement, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Subrecipient in performance of this Agreement. Subrecipient acknowledges that all Materials are the property of the County by and through the Department and, as such, shall remain under the sole direction, management, and control of the Department. The Subrecipient is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Subrecipient, the Subrecipient hereby irrevocably transfers to the Department, for and on behalf of the County, all copyright ownership. The Department shall have full, complete, and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release, and otherwise use all Materials. The Subrecipient shall not use or release these Materials without the prior written consent of the Department. When this Agreement is terminated, the disposition of all such Materials shall be determined by the Department. Further, the Subrecipient agrees to give recognition to the Department for its support of any program when releasing or publishing program Materials.

19. NON-DISCRIMINATION

The Subrecipient, in connection with any service or other activity under this Agreement, shall not in any way discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, cultural affiliation or belief. The Subrecipient shall include this clause in all of its subcontracts related to this Agreement.

20. EQUAL EMPLOYMENT OPPORTUNITY

The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political affiliation or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status. The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political affiliation or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient shall, to the extent such provisions apply, comply with Titles VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*); the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*); the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*); the Immigration Reform and Control Act of 1986 (Pub. L. No. 99-603) ("IRCA"); and Arizona Executive Order 2009-09, as amended by Executive Orders 2023-01 and 2023-09, which mandates that all persons shall have equal access to employment opportunities. The Subrecipient shall also comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*).

21. RIGHT OF PARTIAL CANCELLATION

If more than one activity is funded by this Agreement, the County reserves the right to terminate this Agreement in whole or part based on the Subrecipient's failure to perform any part of this Agreement without impairing, invalidating, or canceling the remaining Work Statement obligations.

22. RIGHT TO EXTEND AGREEMENT

Subject to the availability of funds and acceptable Subrecipient performance, the Parties may by a mutually signed writing extend this Agreement for additional one-year periods, not to exceed a total extended term of 5 years, except that the cost will be subject to renegotiation.

23. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

A. The undersigned, an authorized representative of the Subrecipient, certifies, to the best of his or her knowledge and belief, that the Subrecipient, defined as the primary participant in accordance with 2 C.F.R. Part 180, and its principals:

1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

2) have not within the three-year period preceding this Agreement been convicted of or had a civil judgment entered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and

4) have not within the 3-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

B. If the Subrecipient is not able to provide this certification, an explanation as to why shall be attached to this Agreement.

C. The Subrecipient shall include, without modification, this Paragraph in all lower tier covered transactions (*i.e.*, transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Agreement.

24. E-VERIFICATION OF EMPLOYEES

The Subrecipient warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges:

A. That the Subrecipient and its subcontractors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;

B. That a breach of the warranty under subsection A above shall be deemed a material breach of this Agreement that entitles the County to, among other things, immediately terminate this Agreement without liability;

C. That the County and any authorized government entity retains the legal right to inspect the papers of any employee of any Subrecipient or subcontractor who works under this Agreement to ensure compliance with the warranty provided under subsection A above and that the Subrecipient agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection;

D. That nothing herein shall make any Subrecipient or subcontractor an agent or employee of the County or contracting government entity.

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1. EFFECT

To the extent that the Special Provisions conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement(s) conflict with the Special or General Provisions, the Work Statement(s) shall control.

2. DISPUTES

Except as otherwise provided by law, any dispute not involving a question of law arising out of this Agreement that is not resolved between the Parties within a reasonable time, which shall not exceed 120 days, shall be resolved as follows:

A. Disputes must be filed with the person administering this Agreement for the County, if one has been appointed, or, if not, with the Procurement Officer, within 10 days from the date the Subrecipient knew or should have known the basis of the dispute.

B. The person administering this Agreement or the Procurement Officer, as applicable, shall respond in writing to the dispute within 14 days.

C. The Subrecipient may abide by the decision or may appeal the decision to the Director of the Department within seven days.

D. Any claim or controversy arising out of or in connection with this Agreement not resolved in accordance with paragraphs 2.A. through 2.C. above shall be resolved in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

This Paragraph shall not apply to claims arising from bodily injury, death, or property damage.

3. ADMINISTRATIVE CHANGE ORDER

A. The Department may, at any time, by written order, make changes within the general scope of this Agreement in any one or more of the following areas:

1. Work Statement activities reflecting changes in funding source or County regulations, policies, or requirements.

2. Administrative requirements, such as changes in reporting periods, frequency of reports, or report formats, required by funding source or County regulations, policies, or requirements.

3. Subrecipient reimbursement schedules and program budgets.

B. The order will not increase or decrease the maximum reimbursable amount to be paid the Subrecipient. Additionally, the order will not direct substantive changes in services to be rendered by the Subrecipient.

C. Any dispute or disagreement caused by such order shall constitute a "Dispute" within the meaning of the Disputes Clause of the Special Provisions of this Agreement and shall be administered accordingly.

4. AUDIT REQUIREMENT

A. If the Subrecipient expends $750,000 or more in a year in federal awards, the Subrecipient shall have a single audit conducted for that year according to the Office Management and Budget, Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200. The audit report shall be submitted to the County for review within nine months following the close of the fiscal year. The Subrecipient shall take any necessary corrective action to remedy any material weaknesses and/or reportable conditions identified in the audit report within six months after the release date of the report. The County may consider sanctions as described in 2 CFR § 200.339 for Subrecipients not in compliance with the audit requirements. All books and records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP).

B. The Subrecipient shall schedule an annual financial audit to be submitted to the County for review within 12 months following the close of the program's fiscal year. Subrecipient understands that its failure to meet this requirement may result in the loss of current funding and disqualification from consideration for future County-administered funding.

C. Comply with the requirements of 2 CFR Part 200, Subpart F.

5. INSURANCE

A. The Subrecipient shall have in effect at all times during the term of this Agreement, insurance or comparable self-insurance that is adequate to protect the County, its officers, employees, property, and equipment against the losses set forth below. The Subrecipient shall provide the County with a certificate of insurance or a certified copy of the insurance policy naming the County as an additional insured, or, if the Subrecipient is self-insured, shall provide the County with a letter indicating that it is self-insured.

B. The following types and amounts of insurance are required as minimums:

1. Workers' compensation and unemployment insurance as required by law.

2. Unemployment insurance as required by Arizona law.

3. Public liability, bodily injury, and property damage policies that insure against claims for liability for the Subrecipient's negligence or maintenance of unsafe vehicles, facilities, or equipment brought by clients receiving services pursuant to this Agreement and by lawful visitors of such clients. The limits of the policies shall not be less than $2,000,000 per occurrence and $4,000,000 aggregate.

C. Automobile and Truck Liability, Bodily Injury and Property Damages:

1. General liability, each occurrence; $1,000,000

2. Property damage; $1,000,000

3. Combined single limit; $1,000,000

D. Standard minimum deductible amounts are allowable. Any losses applied against insurance deductible are the sole responsibility of the Subrecipient.

E. Professional Liability:

1. Insurance for the Subrecipient and its agents, employees, and other staff shall be maintained with coverage limits of $1,000,000 per person, $3,000,000) per occurrence.

2 The Subrecipient agrees that in the event it, or any of its agents, employees, and other staff working under this Agreement, is named as a defendant in litigation, or is identified in a written notice of claim, wherein professional misconduct is alleged and such allegations arise under the services or terms of this Agreement, the Subrecipient will promptly notify the Department in writing. The duty to notify under this paragraph applies whether or not the County is alleged to be involved, is named as a party to the matter, or could be potentially liable as a party.

F. The Subrecipient shall immediately inform the Department of any cancellation of its insurance or any decrease in its lines of coverage at least 30 days before such action takes place.

G. In the event the Subrecipient is a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Subrecipient is a State of Arizona agency, board, commission, or university, none of the above shall apply.

6. SPECIAL REQUIREMENTS

If the use of subcontractors is approved by the County, the Subrecipient agrees to use written subcontracts or consultant agreements that conform to federal and state laws and regulations and the requirements of this Agreement appropriate to the service or activity covered by the subcontract. These provisions apply with equal force to the subcontract as if the subcontractor were the Subrecipient. The Subrecipient is responsible for performance under this Agreement whether or not any subcontractors are used. The Subrecipient shall submit a copy of each subcontract to the County upon written request.

7. REPORTING REQUIREMENTS

If requested by the County, the Subrecipient shall submit annual progress reports on or before the third day of the month following the end of the reporting period.

8. SPONSORSHIP ACKNOWLEDGMENT

All promotional materials, brochures, and flyers prepared by the Subrecipient relating to this Agreement shall include the following statement, “Sponsored by Maricopa County Department of Public Health.”

9. WRITTEN CERTIFICATION

A. WRITTEN CERTIFICATION PURSUANT to A.R.S. § 35-393.01

1. If Subrecipient engages in for-profit activity and has 10 or more employees, and if this agreement has a value of $100,000 or more, Subrecipient certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

B. WRITTEN CERTIFICATION PURSUANT to A.R.S. § 35-394:

1. Subrecipient warrants and certifies that it does not currently, and agrees for the duration of the Agreement, that it will not use:
   i. the forced labor of ethnic Uyghurs in the People's Republic of China,
   ii. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China,
   iii. any Subrecipients, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If Subrecipient becomes aware during the term of this Agreement that the Subrecipient is not in compliance with this paragraph, Subrecipient shall notify the County within five business days after becoming aware of the noncompliance. If the Subrecipient fails to provide a written certification to the County that the Subrecipient has remedied the noncompliance within 180 days after notifying the County of its noncompliance, then the agreement terminates, except that if the agreement termination date occurs before the end of the 180-day period, the agreement terminates on the agreement termination date.

10. REQUIREMENTS FOR SUBRECIPIENTS OF FEDERAL FUNDING OF NON-RESEARCH GRANTS AND COOPERATIVE AGREEMENTS:

A. Notice is hereby given that this Agreement is a result of funding received by the American Rescue Plan.

1. The County shall provide reasonable technical assistance to the Subrecipient to assist in complying with state and federal laws and regulations, and accountability for diligent performance and compliance with the terms and conditions of this Agreement and all applicable laws, regulations, and standards. However, this assistance in no way relieves the Subrecipient of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.

B. Contracts must comply with the Reporting standards as presented by the US. Treasury Final Rule and work with Maricopa County to provide compliance information regarding labor certification documentation and keep records of employees funded through American Rescue Plan Act Funds separate and discrete.

1. A Quarterly Reporting Calendar will be provided to the Subrecipient upon execution of the Agreement.
2. Programmatic Compliance and Reporting monitoring process is required with the American Rescue Plan Act.
3. Reporting dates and programmatic Quarterly Report deadlines follow the calendar year quarterly cycle. The Quarterly report will be due according to the date provides in the ARPA Reporting Calendar.

C. Federal Regulations and Policies:

1. Coronavirus State and Local Fiscal Recovery Funds- Final Rule *(31 CFR Part 35)* https://www.ecfr.gov/current/title-31/subtitle-A/part-35

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1. PURPOSE

The purpose of this Agreement is to increase access to heat relief in locations that are accessible to those most in need of services by increasing the number of heat relief locations and expanding heat relief center hours of operation to cover all regions of Maricopa County 7 days per week during high heat hours. The heat relief locations shall meet basic needs by ensuring air-conditioned space, hydration, and food are available to allow people to recover from heat exposure.

2. BACKGROUND

In 2005, the Heat Relief Network (HRN) was established in response to a heatwave responsible for 45 deaths in the month of July and more than 30 deaths among people experiencing homelessness. The HRN is a voluntary network of service providers, faith-based organizations, local governments, and non-profit organizations with the goal of preventing heat-related deaths and heat-related illness.

Tragically, the number of heat-related deaths has reached record numbers every year since 2014, with 425 deaths in 2022, a 25% increase from 2021. While data are still incomplete, the 2023 heat season was especially deadly, with at least 640 confirmed heat-related deaths. Of those deaths, 74% occurred outdoors and 45% were identified as experiencing homelessness, with an additional 13% having unknown housing status. The 2023 heat season was also the hottest season on record with 31 consecutive days and 54 total days over 110 °F, with several nighttime lows exceeding 90 °F.

According to the National Weather Service Climate Prediction Center Seasonal Temperature Outlook Forecasts released January 18, 2024, the 2024 heat season is predicted to be leaning toward above normal temperatures, underscoring the need to anticipate and prepare for extreme summer temperatures to prevent heat-related illnesses and deaths. The County's goal is to increase access to heat relief in locations that are accessible to those most in need of services by increasing the number of heat relief locations and expanding heat relief center hours of operation to cover all regions 7 days per week during high heat hours. The heat relief locations shall meet basic needs by ensuring air-conditioned space, hydration, and food are available to allow people to recover from heat exposure.

3. SCOPE OF WORK

Implementation of a Heat Relief Center (Cooling Center or Respite Center) must adhere to the minimum standards described in the sections below.

3.1 A Cooling Center is defined by the Heat Relief Network as an indoor, air-conditioned location that offers hydration.

- 3.1.1 Site staff must be present and visible in the cooling center area and accessible during hours of operation.
- 3.1.2 Clear Heat Relief Network signage must be visible from the street in compliance with local zoning ordinances.
- 3.1.3 Daily service hours for the cooling center must be clearly displayed, including any holiday hours as applicable.
- 3.1.4 Functioning air conditioning must be provided during hours of operation.
- 3.1.5 Space and accommodations for visitors to sit must be provided.
- 3.1.6 Bathrooms must be provided, operational, and accessible to all visitors of the cooling center.
- 3.1.7 Hydration must be made available either as bottled water or as an available container to fill with supplied water to take away.

3.1.8 Cooling Center must be operational at a minimum from 9:00 am until 7:00 pm unless the Subrecipient has identified another heat relief center in the vicinity that will be open during those hours, and the plan has been approved in writing by County staff.

3.1.9 Cooling Center must provide snacks (nutrient-rich recommended) during hours of operation.

3.2 A Respite Center is defined by the Heat Relief Network as an indoor, air-conditioned location that offers hydration and allows for uninterrupted rest, sitting, or lying down (depending on each facility) during hours of operation.

3.2.1 Site staff must be present and visible in the respite center area during hours of operation.

3.2.2 Clear Heat Relief Network signage must be visible from the street in compliance with local zoning ordinances.

3.2.3 Daily service hours for the respite center must be clearly displayed, including any holiday hours as applicable.

3.2.4 Functioning air conditioning must be provided during hours of operation.

3.2.5 Space and accommodations for visitors to sit or lie down must be provided.

3.2.6 Uninterrupted rest (i.e., sleeping) must be allowed.

3.2.7 Bathrooms must be provided, operational, and accessible to all visitors of the respite center.

3.2.8 Hydration must be made available either as bottled water or as an available container to fill with supplied water to take away.

3.2.9 Respite Center must be operational at a minimum from 9:00 am until 7:00 pm unless the Subrecipient has identified another heat relief center in the vicinity that will be open during those hours, and the plan has been approved in writing by County staff.

3.2.10 Respite Center must provide snacks (nutrient-rich recommended) during hours of operation.

3.3 Days of Operation

3.3.1 Heat Relief Centers (cooling centers and respite centers) must be open at least one weekend day (Saturday or Sunday) per week. If multiple heat relief centers are being funded in the city service area, a combination of hours and days of service among centers must be met to ensure 7 days per week of heat relief coverage. An exception for providing heat relief coverage from 9:00 am until 7:00 pm on Sundays will be considered on a case-by-case basis. Requests for exceptions must be approved in writing by County staff.

3.3.2 If the locations of the Heat Relief Centers supported by this IGA are not open from 9:00 am until 7:00 pm Monday through Sunday (7 days per week), the Heat Relief Centers supported by this IGA must clearly display information about the nearest available Heat Relief Centers that supplement the days and/or hours. At a minimum, the information must include:

3.3.2.1 Name of location

3.3.2.2 Address of location

3.3.2.3 Hours of operation

3.3.2.4 Acceptance of non-service animals (i.e., pets)

3.3.2.5 How to obtain transportation to the center (e.g., 211)

3.4 Allowable Expenses Beyond the Minimum Standards Set Forth in Sections 3.1-3.3

- 3.4.1 Transportation services to/from Heat Relief Centers
- 3.4.2 Purchase of bottled water and/or refillable water bottles
- 3.4.3 Pet accommodations (e.g., food/water dishes, pet food, pet treats, pet leashes, pet beds)
- 3.4.4 Phone charging options (e.g., phone charging stations, extension cords, power strips, USB charging hubs, charging cables)
- 3.4.5 Storage for personal belongings (e.g., lockers, cabinets, bike locks) and/or medications (e.g., lock boxes, refrigerators)
- 3.4.6 Training for cooling and/or respite center staff (e.g., CPR/First Aid, De-escalation training, Dangers of Heat Exhaustion/Stroke, Cultural Competency)
- 3.4.7 Supplies
  - 3.4.7.1 Printed resources for individuals experiencing homelessness, food or energy insecurity, substance use, etc.
  - 3.4.7.2 Heat relief supplies including sunscreen, lip balm, hats, sunglasses, cooling towels, reusable water bottles/containers, and electrolyte powder packs.
- 3.4.8 Purchase of any items not specifically listed above in Section 3.4 must be approved in writing by County staff.

3.5 Expenses related to the following shall not be reimbursed:

- 3.5.1 Case management services
- 3.5.2 Security
- 3.5.3 Hotel vouchers

3.6 The Subrecipient shall comply with the following service requirements:

- 3.6.1 The Heat Relief Center must adhere to the minimum standards described in Sections 3.1-3.3.
- 3.6.2 Ensure established Policies and Procedures are in place for service delivery.
- 3.6.3 Be responsible for hiring, managing, training, and terminating staff as necessary in accordance with established policy and procedures.
- 3.6.4 Report incidents that may involve a liability issue, require emergency response intervention, significant disruptions in services, or unusual or dangerous interactions which may leave the County open for public scrutiny. The Subrecipient will report incident to County staff by telephone as soon as possible within 24 hours following the occurrence and will provide a detailed incident report to County staff within 3 business days following the occurrence.
- 3.6.5 Background Checks for Employment Through Central Registry:
  - 3.6.5.1 The Subrecipients shall comply with A.R.S. § 8-804 (as may be amended) and hereby incorporated in its entirety as provisions of the Agreement.
  - 3.6.5.2 The Subrecipient shall make available Background Check information to County upon request.
- 3.6.6 Fingerprinting
  - 3.6.6.1 The Subrecipients shall comply with and shall ensure that all Subrecipient's employees, independent Subrecipients, subcontractors, volunteers, and other agencies comply with all applicable (current and future) legal requirements relating to

fingerprinting, fingerprint clearance cards, certification regarding pending or past criminal matters, and criminal record checks that relate to contract performance.

3.6.6.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited to the following: A.R.S. § 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certification regarding pending or past criminal matters, and criminal record checks are hereby incorporated in their entirety as provisions of this Agreement.

3.6.6.3 The Subrecipient is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal record checks relate to contract performance.

3.6.6.4 The Subrecipient shall make available valid Fingerprint information to County upon request.

3.6.7 Safeguarding of Participant Information

3.6.7.1 The use or disclosure by the Subrecipient of any information concerning an applicant for or Subrecipient of service under this Agreement is directly limited to the conduct of this Agreement. The Subrecipient and any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall safeguard the confidentiality of this information, just as they would safeguard their own confidential information.

3.6.7.2 The Subrecipient shall be responsible for preparation and retention of any records and shall ensure strict confidentiality is maintained in accordance with all laws and guidelines including HIPAA and state laws regarding individual's records.

3.6.8 Service Description

3.6.8.1 Subrecipient will operate one Respite Center located in Downtown Chandler adhering to the minimum standards set forth in Sections 3.1-3.3.

3.6.8.2 Subrecipient will support a minimum of 2 Cooling Centers that adhere to the minimum standards set forth in Sections 3.1-3.3 with materials/supplies needed for operations.

3.6.8.3 The location(s) and hours of Heat Relief Center(s) supported by this IGA must be provided in writing to the County by April 15, 2024, and must be approved before beginning operations as a Heat Relief Center.

4. RESPONSIBILITIES OF THE SUBRECIPIENT

4.1 Reporting

4.1.1 Monthly reporting to be submitted no later than the 25th calendar day of the month, following the close of the prior month (i.e., February 25th for January report) to include:

4.1.1.1 Monthly Payment Request Form for reimbursement using a template provided by the County.

4.1.1.2 Monthly Outcome Report Form provided by the County that reports progress on outcomes/performance measures.

4.1.1.3 Subrecipient will provide any ad hoc reports as requested by the County, including aggregate data. Such reporting shall be for the purposes of improving access to and effectiveness of service. The County reserves the right to add, remove, or revise reporting requirements at its discretion.

4.1.1.4 Share aggregate data at the request of County within 7 days.

4.2 Monitoring

4.2.1 The County will monitor the Subrecipient's compliance with fiscal and programmatic performance under the terms and conditions of this Agreement. On-site visits for compliance monitoring may be made by the County at any time during the Subrecipient's normal business hours, announced or unannounced. During an on-site visit, the Subrecipient shall make all its records and accounts related to work performed under this Agreement available to the County for inspection and copying.

4.2.2 Subrecipient shall make Policies available for County review at time of monitoring.

4.2.3 The Subrecipient shall ensure any subcontractors' compliance with federal, state, and County requirements as they relate to the federal ARPA Fund Requirements.

5. RESPONSIBILITIES OF THE COUNTY

5.1 Provide timely payment of Subrecipient invoices monthly.

5.2 Respond to questions from the Subrecipient in a timely manner.

5.3 Provide technical assistance and training to Subrecipient staff as necessary to ensure proper administration services under this Agreement.

5.4 Provide Monthly Payment Request Form, Monthly Outcome Report Form, and Final Report Form templates to the Subrecipient.

5.5 Provide a template for displaying information about nearest Heat Relief Centers for display when center(s) is closed.

6. BUDGET SCHEDULE

FUND SOURCES	
Sources	**Total**
Maricopa County-ARPA	$218,132

PERSONNEL	
Salaries	
Salary Total	**$138,456**
Employee Related Expenses (EREs)	
ERE Total	$32,320
TOTAL SALARIES AND EREs	**$170,776**

NONPERSONNEL	
Professional and Outside Services	$0
Travel	$0
Materials & Supplies	$17,000
Communications/Telephone	$0
Equipment	$0
Space	$0
Indirect	$30,356
NONPERSONNEL TOTAL	**$47,356**
PROJECT TOTAL	**$218,132**

7. PROJECT SCHEDULE

Deliverable	Date	Comment
Location(s) and hours of operation of Heat Relief Center(s) supported by this IGA provided to County in writing for approval	By April 15, 2024	
Approval of Heat Relief Center(s) location(s) and hours received from County	By April 22, 2024	County will provide approval status no later than April 22, 2024
Monthly Outcome Report Forms and Final Report Form templates	By April 15, 2024	City and County will have agreed upon and finalized Monthly Outcome Report Forms and Final Report Form templates
Staff hired and training delivered.	By April 30, 2024	City and Subrecipients
Operations start date	May 1, 2024	Heat Relief Center locations are fully operational
Monthly Payment Form and Monthly Outcomes Form Submission	By June 25, 2024	
Monthly Payment Form and Monthly Outcomes Form	By July 25, 2024	

Submission		
Monthly Payment Form and Monthly Outcomes Form Submission	By August 25, 2024	
Provide plans for review for facility shutdown	September 1, 2024	Provide plans for shutdown date and service termination. Discuss final date of operations.
Monthly Payment Form and Monthly Outcomes Form Submission	By September 25, 2024	
Operations and service termination initial deadline	September 30, 2024	Standard heat season end date. Examine opportunity for extension based on funding and heat relief needs.
Monthly Payment Form and Monthly Outcomes Form Submission	By October 25, 2024	
Final Report Form initial deadline	October 25, 2024	Final report is due 25 days after the close of the standard heat season. If operations and service date is extended, the due date will be 25 days following the last date of operations

1. COMPENSATION

A. The Subrecipient shall submit a detailed monthly invoice by the **25th** day of the following month.

B. The Department shall, within 30 working days from the date of receipt of Subrecipient's invoice, process and remit to the Subrecipient a warrant for payment. Should the Department make disallowance in the claim, the claim shall be processed to the reduced amount. The Subrecipient shall be notified at the address below in writing of the amount and reasons for any disallowances, and shall be afforded the opportunity to document the appropriateness of the disallowed costs and to resubmit an invoice for payment.

C. Each Party assumes sole and exclusive responsibility for payment of any federal and state income taxes, federal social security taxes, workers' compensation, and unemployment insurance benefits for its physicians, staff, agents, and employees, as well as any and all other mandatory governmental deductions or obligations.

D. The Agreement amount is not-to-exceed $218,132 for Year one (1). The Agreement amount is not-to-exceed $218,132 per year for each of the subsequent years of the term and will be negotiated based on the County's need and the availability of funds.

E. Funding Source
This Agreement is funded by and award under Assistance Listing Number, 21.027 CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS provided to the County through the US Department of the Treasury.

2. METHOD OF PAYMENT

A. The Subrecipient shall submit one legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address, and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of Purchase (services)
- Pricing per unit of service
- Extended price
- Total Amount Due

B. Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order

C. The Subrecipient must maintain and have available upon request supporting documents for each monthly reimbursement request, including invoices of costs incurred and expenditure reports.

D. Subject to the availability of funds, the County will, within 30 days of receiving Subrecipient's invoice, process and remit to the Subrecipient a warrant for payment up to the maximum total allowable for services provided. Should the County make a disallowance in the claim, the claim shall be processed for the reduced amount. If the Subrecipient protests the amount or the reason for a disallowance, the protest shall be construed as a dispute concerning a question of fact within the meaning of the "Disputes" clause of the Special Provisions of this Agreement.

E. The Subrecipient understands and agrees that the County will not honor any claim for payment submitted **six months** after the date of service. The Subrecipient understands and agrees that the County will not process any claim for payment for services rendered prior to the expiration date that is submitted sixty days after the expiration date without approval of the County.

F. Payments made by the County to the Subrecipient are conditioned upon the timely receipt of applicable, accurate, and complete invoices submitted by the Subrecipient. The Subrecipient forfeits the right to reimbursement for costs incurred in any month for which it fails to meet the deadline for submitting the monthly reports, except if such failure is beyond the reasonable control of the Subrecipient.

G. The Subrecipient shall submit monthly invoices to:

Maricopa County Department of Public Health
_Bryan Stearley_____
4041 N Central Ave, Suite_____
Phoenix, AZ 85012
E-mail: Bryan.Stearley@maricopa.gov

10. NOTICE

Any notice given under this Agreement shall be sent to the attention of the following:

Department	Subrecipient
Maricopa County Department of Public Health	The City of Chandler Neighborhood Resources
Attn: Jessica Bell Jessica.Bell@maricopa.gov	Attn: Riann Balch riann.balch@chandleraz.gov
Phoenix, AZ 85012	Chandler, AZ 85225

Public Health
Grants and Contracts Unit
Attn: Grants Administrator
4041 N Central Ave, Suite 1400
Phoenix, AZ 85012

Attachment A

Federal Funding Information Summary – 2 CFR 200.332

Prime Awardee	Maricopa County
Unique Entity Identifier (UEI #)	LMK85MG1513K5
Federal Award Identification (Grant Number)	N/A
Subrecipient name (which must match the name associated with its unique entity identifier)	The City of Chandler, AZ
Subrecipient's unique entity identifier (UEI #)	LCLUQVAP1WU4
Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number)	N/A
Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency	3/31/2021
Subaward Period of Performance Start and End Date	Start 04/01/2024; End 12/31/2026
Subaward Budget Period Start and End Date	Start 04/01/2024; End 12/31/2024
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount)	$218,132
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation (how much is available for contracts)	$218,132
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	$654,396
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	See Section III
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	Maricopa County
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement	21.027 – Coronavirus State and Local Fiscal Recovery Funds
Identification of whether the award is R&D	N/A
Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414	0%

City Council Memorandum **Neighborhood Resources** **Memo No.** NR24-007

Date: April 04, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Leah Powell, Neighborhood Resources Director
From: LaTisha Gilmore, Management Assistant
Subject: Resolution No. 5788 Approving the Facility Use Agreement Between Live Love and the City of Chandler for Use of the Oasis Community Center

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Proposed Motion:

Move City Council pass and adopt Resolution No. 5788 approving the Facility Use Agreement between Live Love and the City of Chandler for use of the Oasis Community Center.

Background:

Live Love was established in 2007 as a community development non-profit dedicated to building strong, caring communities by empowering neighborhood leaders and mobilizing community assets. Live Love is building the Oasis, a two-acre community center located at 482 East Erie Street in the Galveston Neighborhood. This vibrant space will feature lush gardens, a learning center for teens and adults, and areas for families to cherish their cultural traditions. Phase I of the Oasis is estimated to open to the public in late summer or early fall 2024. Phase II of the Oasis is expected to begin construction in early 2025, contingent upon fundraising.

Discussion:

This agreement will provide the city with a continued partnership with Live Love and the Galveston Neighborhood. The city seeks to enter and use the Oasis for city-sponsored public service activities, including, but not limited to, educational events, recreational programs, community meetings, and special events. Live Love is willing to permit the city to enter and use the Oasis for municipal programs

under the terms and conditions set forth in the Facility Use Agreement.

The agreement is for a period of ten (10) years. Should the Oasis facility cease to be used as a community center during that time period, the agreement contains provisions for repayment of the city's investment on a prorated basis.

Financial Implications:

As total consideration for the right of entry and license to use the Oasis as provided under this Agreement, the City of Chandler shall pay Live Love a one-time lump sum fee of $70,936.90 from the General Fund, Neighborhood Resources Administration Cost Center, Neighborhoods ARPA Program (101.1060.5219.0000.2ARP05.0000). This payment is intended to be commensurate with and offset impact fees that would otherwise be owed by Live Love to the City.

Attachments

Resolution No. 5788

Facility Use Agreement between City of Chandler and Live Love

RESOLUTION NO. 5788

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA APPROVING A FACILITY USE AGREEMENT WITH LIVE LOVE FOR USE OF THE OASIS; AND AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTION NECESSARY OR APPROPRIATE TO CARRY OUT THE INTENT OF THIS RESOLUTION.

WHEREAS, Live Love owns the Oasis facility located at 482 East Erie Street in Chandler, Arizona; and

WHEREAS, the City of Chandler seeks to enter and use the Oasis for City-sponsored public service activities, including, but not limited to, educational events, recreational programs, community meetings, and special events; and

WHEREAS, Live Love is willing to permit City to enter and use the Oasis for City Programs under the terms and conditions set forth in the Facility Use Agreement.

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

Section 1. Approves the Facility Use Agreement between the City of Chandler and Live Love for use of the Oasis in substantially the form attached hereto as Exhibit "A."

Section 2. Authorizes the City Manager, or his designee, to take all action necessary or appropriate to carry out the intent of this Resolution.

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

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5788 was duly passed and adopted by the City Council 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”

FACILITY USE AGREEMENT
BETWEEN THE CITY OF CHANDLER AND
LIVE LOVE

THIS FACILITY USE AGREEMENT ("Agreement") is entered into this _____ day of _____, 2024 (the "Effective Date"), by and between the CITY OF CHANDLER an Arizona municipal corporation ("City"), and LIVE LOVE, a domestic nonprofit corporation ("Live Love"). City and Live Love are referred to collectively in this Agreement as "Parties" and each may be referred to individually as a "Party."

WHEREAS, Live Love is the Oasis facility located at 482 East Erie Street in Chandler, Arizona, a legal description of which is attached hereto as **Exhibit A** (the "Oasis"), and

WHEREAS, City seeks to enter and use the Oasis from time to time for City-sponsored public service activities, including, but not limited to, educational events, recreational programs, community meetings, and special events (collectively referred to as "City Programs"), and

WHEREAS, Live Love is willing to permit City to enter and use the Oasis for City Programs under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained in this Agreement, Live Love and City hereby agree as follows:

1. Right of Entry and License. Live Love hereby grants to City and to its agents, employees, guests, and invitees a conditional right of entry and a nonexclusive revocable license to enter and use the Oasis as may be reasonably necessary to provide the City Programs.

2. Proprietary Use Prevails. Use of the Oasis by City must be done at a time when these activities do not interfere or conflict with any Live Love functions. Live Love has first preference on use of the Oasis.

3. Condition of Premises. Live Love is not aware of any condition in, on, or about the Oasis that constitutes a hazard to the safety of any occupant or which violates any governmental law or ordinance intended to protect human safety. City accepts the Oasis "as is."

4. Term. The term of this Agreement will commence as of the Effective Date and expire 12:00 a.m. (midnight) on _____ __, 2034 unless extended by mutual written agreement of the Parties (the "Term").

5. Consideration.

    a. As total consideration for the right of entry and license to use the Oasis as provided under this Agreement, City shall pay Live Love a one-time lump sum fee of $70,936.90 by check made payable to Live Love within 30 days of this Agreement being fully executed. This payment is intended to be commensurate with and offset impact fees that would otherwise be owed by Live Love to City.

b. If at any time during the term of this Agreement Live Love ceases operation as a non-profit entity or otherwise terminates this Agreement during the contract year specified, Live Love will reimburse the City pursuant to the repayment schedule below within 60 days of City's demand.

i. Year 1: $60,000
ii. Year 2: $55,000
iii. Year 3: $50,000
iv. Year 4: $45,000
v. Year 5: $40,000
vi. Years 6-7: $25,000
vii. Years 8-10: $10,000

6. Reimbursement of Expenses. When requested by City or when Live Love provides advanced notice that its staff time will be required for a City event above and beyond normal schedule times and hours of operation, City will reimburse Live Love for any incremental and direct expenses related to time and labor of Live Love staff. Equipment rental and event-related expenses will be charged at the following rates:

a. Hourly- $350.00 (includes tables, chairs, AV, and linens, as available)
b. Event- $1,500.00/4 hour block (includes, tables, chairs, AV, linens, as available, set up/tear down)
c. Cleaning fee- $200.00

Any changes to the fee schedule must be submitted by Live Love to City in writing by October 1 of each year.

7. City Responsibilities.

a. City agrees to follow Live Love's facility reservation process when requesting use of the Oasis. City agrees to submit all requests in a timely manner according to Live Love's schedule and understands that it may lose its priority position in the scheduling process should it submit its request in an untimely manner.

b. City agrees to follow Live Love's rules and procedures for the use of the Oasis and any revisions that may be adopted from time to time by Live Love, provided that City receives prior notice of the revisions.

c. City agrees to furnish and supply at City's sole cost and expense all expendable materials and supplies necessary in connection with City's use of the Oasis.

d. City agrees that during the times City is utilizing the Oasis, other than during Live Love sponsored events, City shall carry comprehensive general liability insurance coverage of at least $2 million each occurrence / $4

million aggregate, which may be self-insured in whole or in part. City shall provide proof of coverage to Live Love upon request.

e. City will not be charged by Live Love for normal and routine maintenance costs associated with the Oasis.

8. Live Love Responsibilities.

a. Live Love agrees to keep City informed of current facility usage rules and procedures as they may be revised from time to time.

b. Live Love agrees to designate a point of contact to serve as the coordinator for City's use of the Oasis.

c. Live Love will promptly invoice City for fees incurred pursuant to paragraph 6 of this Agreement.

d. Live Love must maintain (i) "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate; (ii) Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Live Love employees engaged in the performance of work or services under this Agreement; (iii) Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee; and (iv) Business/Automobile Liability insurance with a limit of $1,000,000 each accident on any owned, hired, and non-owned vehicles assigned to or used in the performance of Live Love's operation of the Oasis. Live Love shall provide proof of coverage to City upon request.

9. Indemnification.

a. Live Love shall indemnify, defend, and hold harmless City, its officers, agents and employees, from and against any claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with this Agreement including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of Live Love, its officers, agents, partners or employees.

b. City shall indemnify, defend and hold harmless Live Love, its officers, agents, partners and employees, from and against any Claims arising out of or in any way connected with this Agreement including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of City, its officers, agents, or employees.

10. No Third-Party Liability. Failure to comply with terms of this Agreement shall not provide the basis of any third-party action against Live Love or City.

11. Amendment. This Agreement may be modified in writing at any time by mutual agreement of the Parties.

12. Conflict of Interest. City reserve all rights that it may have to cancel this Agreement for possible conflicts of interest under Section 38-511 of the Arizona Revised Statutes.

13. Assignment. Neither Party may assign or encumber any right or interest under this Agreement without the prior written consent of the other Party, which either Party may withhold in its absolute and sole discretion.

14. No Partnership. This Agreement does not and shall not be construed to create a partnership, joint venture, or any other relationship between the Parties. Neither Party shall have the authority to make any statements, representations, or commitments of any kind on the other Party's behalf, or to take any action as agent for, or to bind, the other Party in any way. Further, neither Party may use the other's insignias, logos, symbols, designs, or other official images or trade names of the other Party without the approval of an authorized representative of the Party whose mark is being used.

15. Notices. Any notice required or permitted under the terms of this Agreement shall be in writing and may be delivered personally or served by certified mail, return receipt requested, postage prepaid, addressed as follows:

To Live Love:	388 N Colorado St Chandler, AZ 85225 Attention: Melinda Gunther
To City:	City of Chandler Neighborhood Resources Department Mail Stop 600 P.O. Box 4800 Chandler, AZ 85244 Attention: Neighborhood Resources Director
With a copy to:	Chandler City Attorney Mail Stop 602 P.O. Box 4800 Chandler, AZ 85244-4800

Any notice given by certified mail shall be deemed to have been received by the other party one day after the date of mailing.

16. Governing Law. This Agreement shall be governed by the laws of the State of Arizona.

17. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provisions hereof.

18. Miscellaneous. This Agreement contains the entire understanding between the Parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other subsequent breach. Headings are for convenience and shall not affect interpretation. This Agreement shall be executed in counterparts, which together shall constitute a single instrument.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement on this ____ day of _____, 2024.

CITY OF CHANDLER

By: _____

Its: _____

LIVE LOVE

By: Melinda Gutt

Its: Founder/Board Chair

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

EXHIBIT "A"

That part of Lot 6, Block 7, GREATER CHANDLER ADDITION, according to Book 31 of Maps, page 27, records of Maricopa County, Arizona.

BEGINNING at the Southeast corner of side Lot 6, running thence North 486.60 feet to center line of an irrigation ditch, thence Westerly along center line of said ditch to the West line of Lot 6, thence South 484 feet to the Southwest corner of said Lot 6, thence East to the point of BEGINNING;

EXCEPT the South 75 feet of the East 129 feet thereof; and

EXCEPT the West 104 feet of the East 129 feet of the North 68.6 feet of the South 143.6 feet thereof; and

EXCEPT the North 325 feet of the East 129 feet thereof; and

EXCEPT all oil, gas, coal and other mineral rights as reserved to the United States in Deed recorded in Book 441 of Deeds, page 527, records of Maricopa County, Arizona

CHANDLER arizona
Community of Innovation

City Council Memorandum Neighborhood Resources Memo No. N/A

Date: April 04, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Leah Powell, Neighborhood Resources Director
From: Riann Balch, Community Resources Manager
Subject: Agreement No. 4758, with Metro Zona Hospitality, LLC, dba Aligned Hospitality Management, LLC, for Temporary Accommodation Services

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Proposed Motion:

Move City Council approve Agreement No. 4758, with Metro Zona Hospitality, LLC, dba Aligned Hospitality Management, LLC, for temporary accommodation services, in an amount not to exceed $525,000, for a period of one year, April 15, 2024, through April 14, 2025, with the option of up to four one-year extensions.

Background/Discussion:

Operation Open Door provides non-congregate emergency shelter and bridge housing via hotel/motel rooms to Chandler residents experiencing homelessness who are unable to utilize congregate shelter due to capacity limits, mobility limitations, sobriety requirements, behavioral expectations, or household composition. Vulnerable populations include older adults, persons with disabilities, and persons disparately impacted by COVID-19. Program participants receive intensive case management services and essential resources such as food and clothing through Chandler's Community Navigation team.

The goal for each participant household is to exit directly to permanent housing or a longer-term program that provides a transition to permanency. Since the recent pandemic, non-congregate shelter has been recognized nationally and internationally as a best practice in ending homelessness. The non-congregate model allows providers to serve high-barrier populations that are not well served in congregate settings. This population utilizes the highest percentage of public resources when living without shelter. Other essential elements of non-congregate

programs include the ability to accommodate partners and pets, a safe place to store belongings, and a place to refrigerate food and medications.

Operation Open Door operates approximately 25 rooms per night based on availability of funds and temporary accommodations in the community. Requests for services, particularly from families with minor children and older adults, continue to increase with the rising number of evictions. In October 2023, the city entered into a contract with a local hotel to reserve 15 rooms on a nightly basis. This contract will secure an additional 10 rooms at a flat rate, protecting the city from market fluctuations which can change significantly based on post-pandemic consumer demand, seasonal attractions and large commercial events.

In FY 2022-2023, Operation Open Door served 293 persons in 155 households, with 94% positive exits. In the same period, 16,074 bed nights were provided, with an average length of stay of 72 days. The total expenditure for temporary accommodations was $1,015,075.71, equating to an average of $144.49 per night across six properties. This contract will provide a block of 10 two-bedroom units for a flat fee of $46,000 per month, or $151.23 per night. Two-bedroom units will accommodate larger families in need of non-congregate shelter, which currently are required to use multiple hotel rooms for temporary housing. The program also makes two rooms in the community available each night to the Police and Fire departments for persons they may encounter responding to calls for service. Additional funds are available as agreed upon in the contract to reimburse the vendor for excessive damages.

Operation Open Door is currently operating at Metro Zona Hospitality. This contract will increase the units available to the city and reduce the nightly rate. The city and the Metro Zona Hospitality have a positive working relationship and neither party has received negative feedback from the community regarding program operations at the property. Two City of Chandler Community Navigators are permanently assigned to Operation Open Door, serving participants seven days per week. The Metro Zona Hospitality office is also open from 9 am - 8 pm seven days a week.

Evaluation:

On March 27, 2023, city staff issued Request for Proposal No. NR3-952-4611 for temporary accommodation services. Notification was sent to all registered vendors. The city received no responses and the RFP was canceled.

After the cancelation of the RFP, staff was contacted by Metro Zona Hospitality, LLC, dba Aligned Hospitality Management, LLC, to explore the possibility of

securing a block of rooms supporting the need for temporary accommodation services. Staff met with representatives of the Redwood Inn to secure the dedicated room block and negotiate a monthly rate for the block. Staff believes the negotiated monthly rate is fair and reasonable and recommends award of the agreement to Metro Zona Hospitality, LLC, dba Aligned Hospitality Management, LLC.

Financial Implications:

Operation Open Door was initiated with American Rescue Plan Act (ARPA) and CARES Act funds made available to address the negative socioeconomic impacts of the COVID-19 Pandemic. A combination of previously allocated ARPA and General Funds will be utilized to fund this contract.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.4700.5514.0.0.0	General Funds	N/A	262,500	N
101.4700.5514.0.0.0	General Fund	Neighborhoods- ARPA Freed UP	262,500	N

Attachments

Agreement

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CHANDLER arizona

City Clerk Document No. _____

City Council Meeting Date: April 4, 2024

CITY OF CHANDLER SERVICES AGREEMENT
TEMPORARY ACCOMMODATIONS
CITY OF CHANDLER AGREEMENT NO. 4758

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Metro Zona Hospitality, LLC, dba Aligned Hospitality Management, LLC, an Arizona limited liability company (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____ , 2024 (Effective Date).

RECITALS

A. City proposes to enter an agreement for temporary accommodations as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

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

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

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

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:
Agreement means the legal agreement executed between the City and the Contractor
City means the City of Chandler, Arizona
Contractor means the individual, partnership, or corporation named in the Agreement
Days means calendar days
May, Should means something that is not mandatory but permissible
Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides

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similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is one year and begins on April 15, 2024, and ends on April 14, 2025, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION lV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed $525,000. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

4.2 Applicable Taxes. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon by

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

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

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

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work

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specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor’s property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (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: Christina Pryor	Name: Rhiannon Harke
Title: Procurement and Supply Senior Manager	Title: General Manager
Address: 175 S. Arizona Ave., 3rd Floor Chandler, AZ 85225	Address: 5858 W Chandler Blvd. Chandler, Az 85226
Phone: 480-782-2403	Phone: 480-338-0466
Email: christina.pryor@chandleraz.gov	Email: Rhiannon.Harke@alignedhm.com

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

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

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until

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such time that a settlement on those claims has been reached.

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

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

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City’s written prior approval.

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

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor’s compliance.

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

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract 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

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compliance with all federal immigration laws and regulations that relate to their employees and their compliance with§ 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

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

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

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

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

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf 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

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services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.26 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.27 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy,

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

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

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

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

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

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

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

5.34 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this

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Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.35 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

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

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

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

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

Exhibit A - Project Description/Scope of Services
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions

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

5.41 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.

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

5.44 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.

5.45 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

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

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

FOR THE CITY	**FOR THE CONTRACTOR**
By: _____	By: Bryan Tulaugh
Its: Mayor	Its: CEO Aligned Hospitality on behalf of Ownershi

APPROVED AS TO FORM:

By: _____
City Attorney JWB

ATTEST:

By: _____
City Clerk

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EXHIBIT A
SCOPE OF SERVICES

Motel Responsibilities

The Contractor will ensure the property is livable, safe and clean. Other responsibilities include but are not limited to:

- Comply with all state and local health and building codes.
- Maintain structural components and a reasonably weather-protected unit.
- Provide the necessary air conditioning, heat, electric service, and hot and cold-water facilities.
- Make any requested repairs promptly.
- Maintain pest control one time per month minimum, as well as when needed to address issues.
- Provide lobby hours 9:00 AM through 5:00 PM, 7 days per week.
- Accommodate check in and check out 24 hours per day, 7 days per week.
- Emergency services available 24 hours a day, 7 days per week.
- Provide room cleaning after check-out.

In addition, the following special terms apply:

- The city will reimburse the Contractor for any intentional damage caused by program participants in excess of $100.00.
- Fees for deep cleaning, if needed, will be agreed upon between the City and the Contractor on a case-by-case basis. The Contractor will provide the City with an expected turnaround time after a room is vacated until the next participant can check in.
- If program participants leave without warning, the Contractor must notify the City upon discovery. The City has the right to pick-up and store the participants belongings within 24 business hours. The motel must not disturb participant belongings until the City has completed this task. The motel will follow its normal procedure to dispose of items the City does not take possession of.

Room Block Information

The following rooms are included in the block.

Room Number	Room Description
230	The 2-bedroom unit sleeps 6, including 2 king beds and 1 sofa with a pullout bed. Includes a fully equipped kitchen with a two-burner stove, full size fridge, microwave, and dishwasher. Also includes an in-room washroom with bathtub. Laundry facilities on-site. This unit is upstairs, with no elevator access.
240	The 2-bedroom unit sleeps 6, including 2 king beds and 1 sofa with a pullout bed. Includes a fully equipped kitchen with a two-burner stove, full size fridge, microwave, and dishwasher. Also includes an in-room washroom with bathtub. Laundry facilities on-site. This unit is upstairs, with no elevator access.
130	The 2-bedroom unit sleeps 6, including 2 king beds and 1 sofa with a pullout bed. Includes a fully equipped kitchen with a two-burner stove, full size fridge, microwave, and dishwasher. Also includes an in-room washroom with bathtub. Laundry facilities on-site. This unit is downstairs.

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140	The 2-bedroom unit sleeps 6, including 2 king beds and 1 sofa with a pullout bed. Includes a fully equipped kitchen with a two-burner stove, full size fridge, microwave, and dishwasher. Also includes an in-room washroom with bathtub. Laundry facilities on-site. This unit is downstairs.
142	The 2-bedroom unit sleeps 6, including 2 king beds and 1 sofa with a pullout bed. Includes a fully equipped kitchen with a two-burner stove, full size fridge, microwave, and dishwasher. Also includes an in-room washroom with bathtub. Laundry facilities on-site. This unit is downstairs.
201	The 2-bedroom unit sleeps 6, including 2 king beds and 1 sofa with a pullout bed. Includes a fully equipped kitchen with a two-burner stove, full size fridge, microwave, and dishwasher. Also includes an in-room washroom with bathtub. Laundry facilities on-site. This unit is upstairs, with no elevator access.
211	The 2-bedroom unit sleeps 6, including 2 king beds and 1 sofa with a pullout bed. Includes a fully equipped kitchen with a full-size oven and 4 burner stove, full size fridge, microwave, and dishwasher. Also includes an in-room washroom with bathtub. Laundry facilities on-site. This unit is upstairs, with no elevator access.
242	The 2-bedroom unit sleeps 6, including 2 king beds and 1 sofa with a pullout bed. Includes a fully equipped kitchen with a two-burner stove, full size fridge, microwave, and dishwasher. Also includes an in-room washroom with bathtub. Laundry facilities on-site. This unit is upstairs, with no elevator access.
101	The 2-bedroom unit sleeps 6, including 2 king beds and 1 sofa with a pullout bed. Includes a fully equipped kitchen with a two-burner stove, full size fridge, microwave, and dishwasher. Also includes an in-room washroom with bathtub. Laundry facilities on-site. This unit is downstairs.
111	The 2-bedroom unit sleeps 6, including 2 king beds and 1 sofa with a pullout bed. Includes a fully equipped kitchen with a two-burner stove, full size fridge, microwave, and dishwasher. Also includes an in-room washroom with bathtub. Laundry facilities on-site. This unit is downstairs, and ADA compliant.

The Contractor may make rooms not included in the block available to the City if needed, based on availability.

Room Block Payment

The City will pay for the room blocks monthly at the beginning of each month. The motel will invoice the City for the upcoming month at the end of the previous month. The motel will invoice the City separately for any rooms used outside of the block.

The City will pay for room nights used for rooms not included in the room block at the rate of $125 per night for a one bedroom, and $150 per night for a two bedroom.

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City Responsibilities

- Determine eligibility and placement for all program participants.
- Provide intensive case management services with the goal of permanent housing.
- Determine termination/exit date for all program participants. The hotel/motel may decline continued service to participants who violate hotel rules but must consult the City prior to discontinuing services.
- Provide a point of contact to communicate issues, comments, or complaints regarding participants, or intent to discontinue service.
- Ensure participants abide by all rules/regulations.

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EXHIBIT B
COMPENSATION AND FEES

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

Motel Room Block: $42,583 per month

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EXHIBIT C
INSURANCE

INSURANCE

General.

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

B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.

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

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

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

F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

A. *Commercial General Liability-Occurrence Form*. Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized

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to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

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

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

Additional Policy Provisions Required.

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

1. The Contractor's insurance must contain broad form contractual liability coverage.

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

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

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

5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the

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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
SPECIAL CONDITIONS

Contractor and Subcontractor Worker Background Screening. Contractor agrees that all contract workers and subcontractors (collectively "Contract Worker(s)") that Contractor furnishes to City under this Agreement will be subject to background and security checks and screening as set forth in this Section (collectively "Background Screening") at Contractor's sole cost and expense. As part of the Background Screening, Contractor must provide to a person designated by the City the name(s), address(es), and phone number(s) of all Contract Workers who will provide any services under this Agreement. All Contract Workers must comply with these Background Screening requirements. All Contract Workers must be able to provide proof of the legal right to work in the United States. The Background Screening provided by Contractor must comply with all applicable laws, rules, and regulations. Contractor further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety, and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of Contractor's services under this Agreement or Contractor's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers must take such other reasonable, prudent, and necessary measures to further preserve and protect public health, safety, and welfare when providing services under this Agreement.

Background Screening Requirements and Criteria. Before offering or scheduling any services under this Agreement, Contractor agrees that all Contract Workers, including the Contractor, if the Contractor is an individual or sole proprietorship, must have successfully passed a Background Screening in accordance with this Section. Contractor warrants that no person will be permitted to substitute for a Contract Worker who has satisfied the Background Screening requirements until the proposed substitute has also satisfied the Background Screening requirements in this Section. For review and approval, Contractor must submit to a person designated by the City proof of a completed Background Screening for each Contract Worker over the age of 18 performing services under this Agreement no fewer than two (2) weeks before the proposed start date of such Contract Worker's services. The Background Screening must have been completed within the 12-month period preceding the Contract Worker's start date under this Agreement and must include the results of a national criminal databased check with source verification, and a sex offender database search.

Additional City Rights Regarding Security Inquiries. In addition to the foregoing, City reserves the rights but not the obligations to: (1) have a Contract Worker be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4); (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Contract Workers; and (4) object, at any time and for any reason, to a Contract Worker performing work (including supervision and oversight) under this Agreement.

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Contractor Certification. By executing this Agreement, Contractor certifies that Contractor has read and understands the Background Screening requirements and criteria in this Section and will fully comply with such requirements. Contractor further certifies that any Background Screening information to be furnished to City related to Contractor or its Contract Workers will be complete, current, and accurate. A Contract Worker rejected for work under this Agreement will not be proposed to perform work under other City contracts or engagements without City's prior written approval.

Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts. Contractor must include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

Materiality of Background Screening Requirements: Indemnity. The Background Screening requirements of this Section are material to City's entry into this Agreement and any breach of this Section by Contractor will be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in this Agreement, Contractor must defend, indemnify, and hold harmless City for any and all Claims arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by Contractor or City for failure to satisfy this Section.

Continuing Duty, Audit. Contractor's obligations and requirements that Contract Workers satisfy this Background Screening Section will continue throughout the entire term of this Agreement. Contractor must notify City immediately of any change to a Background Screening of a Contract Worker previously accepted by City. Contractor must maintain all records and documents related to all Background Screenings and City reserves the right to audit Contractor's compliance with this Section under the terms of this Agreement.

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EXHIBIT E
SAMPLE PARTICIPANT AGREEMENT

Operation Open Door Non-Congregate Emergency Shelter Program

PARTICIPANT AGREEMENT

This AGREEMENT between Metro Chandler Hospitality and the City of Chandler, dated _____, 2023 details the program rules and behavioral expectations for participants of the City of Chandler Operation Open Door Non-Congregate Emergency Shelter Program (the "Program"). Failure to comply with this agreement may lead to immediate termination of enrollment and services.

The purpose of the Program is to provide temporary non-congregate emergency shelter to eligible Chandler residents experiencing homelessness. The Program is a temporary measure not intended to provide long-term, permanent shelter. Continued enrollment is dependent on active participation and compliance with program rules. Participants must sign and submit Housing Search Assistance Participant Agreement and the Maricopa Regional Continuum of Care HMIS Release of Information.

I AGREE:

- To sign and submit Operation Open Door Non-Congregate Emergency Shelter Program Participant Agreement and the Maricopa Regional Continuum of Care HMIS Release of Information.
- To be respectful to other hotel guests, hotel staff and City staff at all times.
- To comply with federal, state, and local laws at all times.
- To comply with the hotel establishment's rules at all times.
- To be courteous about noise levels at all times.
- Not to damage, destroy, or steal hotel property.
- Not to possess or use firearms, ammunition, or other weapons on hotel premises. If I need assistance with securing storage for a firearm off property, I may contact City staff.
- Not to possess or use illegal drugs or paraphernalia on the hotel/motel property. This may lead to immediate termination from the program.
- To comply with the hotel's non-smoking policies at all times, including the use of marijuana.
- Not to allow unregistered guests into the room at any time. Only the people listed on this agreement are allowed in the room. This includes children and pets. If you have visitors, you must meet them off of the property. This includes other Operation Open Door participants.
- To keep the hotel room clean and sanitary and comply with room checks as scheduled by City staff. I understand and agree that Navigators will complete room checks at minimum once a week.
- To allow hotel staff to clean the room a minimum of once a week.
- To occupy the room every night during my participation in the program. If for any reason I will not be in the room for more than 24 hours, I will notify City staff at least 48 hours prior. I understand and agree that not occupying the room may lead to termination from the program.

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- To remove all my personal property within 12 hours of receiving notice to exit the Program. I understand and agree that abandoned belongings will be disposed of and there is no obligation for the City or hotel to retain or store such items.
- To have only 2 bags of property per person; this includes duffle bags, or totes but does not include medical or other disability-related equipment.
- The Program does not create a landlord-tenant relationship between the City and me or the hotel and me. I understand that the hotel is providing host services to the City. I understand and agree that I do not have the rights or protections of a tenant under Arizona law.

I WILL:

- Be truthful in disclosing criteria for participation in the Program.
- Participate in case management with City staff and/or other referred provider staff.
- Provide requested documentation. This may include income, expenditures, school enrollment, employment, bank statements, repayment plans, etc.
- Report any changes in employment or income to City staff within 48 hours.
- Save money for future housing and provide documentation of such (money orders, bank statements, etc.).
- Enroll my school-aged children in school and ensure they are attending regularly.
- Report any issues or concerns which arise with the hotel or other Program participants to City staff.
- Actively participate and cooperate with City staff in developing a permanent housing solution to minimize the time spent in hotel.
- Cooperate with City staff and comply with the requirements of any other City program in which I may be enrolled.

I UNDERSTAND:

- This Program is a temporary measure to provide emergency shelter. This Program is not intended to provide long-term, permanent shelter. Funding for this Program is limited, and my participation may be terminated when such funding is exhausted.
- Cooperation with City staff in developing a permanent housing solution through this Program or any other City program in which I am a participant is a prerequisite to my continued hotel occupancy. The City may terminate me from the Program for my failure to cooperate.
- In accepting temporary emergency shelter services, I am confirming that I am not receiving this service from any other source and agree to repay assistance that is determined to be duplicative.
- I may complete a Client Services Grievance Form to request resolution to any situation, condition, or decision that they believe is unfair, unjust, or inequitable.

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HOUSEHOLD MEMBERS:

_____ _____

_____ _____

_____ _____

ACKNOWLEDGEMENT OF AGREEMENT:
By signing this agreement, I am confirming that I agree to the Participant Agreement and will comply with Program rules and participant expectations. As head-of household, I acknowledge responsibility for the minor children in my room.

Head of Household Participant Signature	Date
Co-Head of Household Participant Signature	Date
City of Chandler Staff Signature	Date

CHANDLER arizona
Community of Innovation

City Council Memorandum Neighborhood Resources Memo No. N/A

Date: April 04, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Leah Powell, Neighborhood Resources Director
From: Riann Balch, Community Resources Manager
Subject: Agreement No. NR3-952-4604, Amendment No. 1, with The Salvation Army, for Heat Relief Services

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Proposed Motion:

Move City Council approve Agreement No. NR3-952-4604, Amendment No. 1, with The Salvation Army, for heat relief services, in an amount not to exceed $222,132, for the period of one year, beginning June 15, 2024, through June 14, 2025.

Background/Discussion:

In 2023, the City of Chandler partnered with Maricopa County to administer and provide heat relief services for the cities of Chandler and Mesa for the 2023 heat season. The purpose of the partnership was to mitigate the impact of heat exposure for vulnerable populations and standardize the level and quality of services across jurisdictions. The intergovernmental agreement included $600,000 for the 2023 heat season for both cities and included the ability to amend the agreement in writing. At that time, heat relief activities for persons at risk of or experiencing homelessness were managed by the Maricopa County Human Services Department (MCHSD).

In December 2023, in partnership with MCHSD, staff brought an amendment to City Council for approval to renew the agreement to provide services for the 2024 heat season. The approved amendment included services only for the City of Chandler, as the standardization of quality services across jurisdictions was achieved in the first year of the agreement. In January 2024, MCHSD notified Neighborhood Resources that the management of heat relief services had been

transferred to the Maricopa County Department of Public Health (MCDPH), and that the amendment with MCHSD previously approved by City Council would not be executed.

The 2023 Phoenix-area heat season was the hottest on record, with 31 consecutive days and 54 total days over 110 degrees Fahrenheit and several nighttime lows exceeding 90 degrees Fahrenheit. Over two-thirds of the record-breaking 645 heat related deaths recorded in the summer of 2023 did not have a stable residence. In the 2023 heat season, the City of Chandler partnered with the Salvation Army Chandler Corps (Salvation Army) and Resurrection Street Ministries to provide one (1) day respite center, ten cooling stations, and shower and laundry services in both the cities of Chandler and Mesa. Across both cities, 1,818 unduplicated persons were served for a total expenditure of $406,996. In Chandler, 567 unduplicated persons were served with over 8,600 hours of service. In addition, over 10,200 water bottles, 13,400 snack items, 600 showers and 220 laundry services were provided to vulnerable Chandler residents. The National Weather Service Climate Prediction Center forecasts above-normal temperatures for the 2024 heat season, underscoring the need to prepare for extreme summer temperatures to prevent heat-related illnesses and death. Although all residents and visitors of Maricopa County are affected by extreme heat, some populations are impacted more, including people over age 50, people living in mobile home parks, and people experiencing homelessness.

The Neighborhood Resources Department participates in the Maricopa County Heat Relief Network to coordinate with neighboring jurisdictions and service providers to ensure a comprehensive network of services is provided across Maricopa County. Since the transition between managing departments, MCDPH is now partnering with agencies across Maricopa County to provide heat relief services for the months of May through September 2024. MCDPH notified the City of Chandler that it will receive $218,132 in American Rescue Plan Act (ARPA) funds to provide services within its geographic boundaries. The Intergovernmental Agreement will commence April 1, 2024, and end December 31, 2026. The Agreement allows for the possibility of additional funding and services to be determined at a later date and is being considered through a separate agenda item.

This contract will allow the City of Chandler to renew its agreement with the Salvation Army to provide a revised scope of heat relief services to vulnerable Chandler residents from May through September 2024. The renewal will provide $222,132 to the Salvation Army to operate one (1) day respite center, available from 9:00 am to 7:00 pm Monday through Saturday, and on Sundays when heat alerts are triggered. The Center will provide air-conditioning, hydration,

and snacks, and guests will have access to restroom facilities and uninterrupted rest. The Center will have visible signage, in compliance with local zoning ordinances, provided by MCDPH. Shower and laundry services as well as printed resource materials and access to the City of Chandler Community Navigation Team will also be available. The Salvation Army will store and supply water supplied by the City of Chandler to three cooling stations, where residents can stop by for water and a reprieve from the heat. The cooling stations will be operated by the City of Chandler at the Downtown and Sunset libraries, and the Community Center during business hours. The City of Chandler will also provide funding for security services at the day respite center through this contract. MCDPH will provide transportation to and from day respite centers through a separate centralized contract serving the Maricopa County region.

Evaluation:

On June 15, 2023, City Council approved an agreement with The Salvation Army, for heat relief services, for a one-year period, with the option of up to four one-year extensions. The Contractor has agreed to extend for one additional year under the same terms and conditions. The scope of work has been revised for the 2024 heat season. Staff recommends the extension of this agreement.

Financial Implications:

The City of Chandler will receive $218,132 in ARPA funding from Maricopa County to provide heat relief services in Chandler for the 2024 heat season. Through this agreement with Salvation Army, the city will provide $222,132, which includes $190,392 from Maricopa County and $31,740 from the city to pay for security services, which are not an eligible activity through Maricopa County funds, and indirect costs. The City of Chandler will utilize $27,740 of Maricopa County ARPA funds for project management and materials and supplies.

Fiscal Impact

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

Attachments

Salvation Army Contract for 2024 Heat Relief Services

DocuSign Envelope ID: 5C50DF94-2120-4235-A5D2-5428394690C2

City Clerk Document No. _____

City Council Meeting Date: April 4, 2024

AMENDMENT TO CITY OF CHANDLER AGREEMENT
HEAT RELIEF SERVICES
CITY OF CHANDLER AGREEMENT NO. NR3-952-4604

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 The Salvation Army, operating as the Chandler Corps (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 heat relief services (Agreement); and

WHEREAS, the term of the Agreement was June 15, 2023, through June 14, 2024, 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 June 15, 2024, through June 14, 2025.

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 $222,132.

DocuSign Envelope ID: 5C50DF94-2120-4235-A5D2-5428394690C2

4. The Contractor will provide services in accordance with Revised Exhibit A Scope of Services, attached hereto and incorporated into and made a part of this Amendment No. 1 by this reference.

5. 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: _____

Its: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

DocuSign Envelope ID: 5C50DF94-2120-4235-A5D2-5428394690C2

REVISED EXHIBIT A
SCOPE OF SERVICES

DAY RESPITE CENTER

The Contractor will provide an air-conditioned facility located at 85 E. Saragosa Street that has been designated as a location where people experiencing homelessness and other vulnerable populations can go to avoid heat exposure for an extended period and receive other ancillary services such as public restrooms, food, space to rest, outreach and navigation services, etc.

Service Levels and Requirements

- The site will have the capacity to serve a minimum of 50 people per day, with a 2-hour minimum stay.
- The site will be open Monday – Friday, 9 am through 7 pm. Between the hours of 5:00 pm and 7:00 pm, the Contractor will transition clients to the facility's lobby which will serve as a cooling station.
- The site will be open a minimum of one weekend day during the contract time.
- The site will have appropriate signage.
- Provide heat related health and education materials for individuals to stay safe in the heat.
- Provide cold, bottled water on site in addition to snacks for residents while they rest on site.
- Provide health/hygiene/PPE items for vulnerable residents (ie. Hats, cool bandanas, masks, sunblock, lip balm).
- Eligible Population: We currently are serving anyone who self-identities as in need of heat relief services.

SHOWER/LAUNDRY SERVICES

The Contractor will provide a facility that can provide shower and laundry services to people experiencing homelessness. Services should be easily accessible to people seeking heat relief.

Service Levels

- The shower facility will be available between 10:00 am and 4:00 pm, Monday through Friday.
- The laundry facility will be available between 10:00 am and 3:00 pm, Monday through Friday.

GENERAL REQUIREMENTS FOR ALL ACTIVITIES

- Services must be easily accessible to people experiencing homelessness.
- The Contractor is required to develop and implement marketing strategies to ensure potential participants are aware of how to access services. This should include signage, flyers, media (TV, radio, newspaper, social), etc.
- The Contractor is required to implement measures preventing negative community impact at service sites.
- The Contractor is required to communicate and coordinate with partner agencies providing various activities, and supply signage, water, etc.

SERVICE PERIOD

Heat relief activities will be provided from May 1, 2024, through September 30, 2024. Adjustments to this schedule based on reasonable business needs may be proposed and considered.

DocuSign Envelope ID: 5C50DF94-2120-4235-A5D2-5428394690C2

REPORTING REQUIREMENTS

- During the term of the agreement, the Contractor will submit monthly performance reports to include both client and program specific data. Monthly reports are due no later than the seventh day of the following month. Reporting templates will be provided by the contracting agency.
- Sample Client Data:
  A. Name
  B. Birthdate
  C. Race/Ethnicity
  D. Income
  E. Housing/Homeless status
  F. Last known zip code
- Sample Program Data:
  A. Number of service hours provided by activity
  B. Number of staff hours by activity
  C. Number of water bottles, meals, other supplies provided
- Weekly utilization reports will be required. The format will be agreed upon between the City and the Contractor.
- Any reports that may be a requirement of the funding sources.

BUDGET

- Heat Relief Activities will be supported through American Rescue and Planning Act (ARPA) funds and must be spent in compliance with ARPA regulations. The final CFDA Number for the ARPA Fiscal Recovery program is 21.027.
- Funds will be provided on a cost reimbursement basis following receipt of complete requests for payments and accompanying program reports.

CHANDLER arizona
Community of Innovation

City Council Memorandum **Police Memo No.** 24-021

Date: April 04, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Melissa Deanda, Acting Police Chief
From: Melanie Smith, Senior Management Analyst
Subject: Resolution No. 5787 Pertaining to the Submission of Projects for Consideration in Arizona's 2025 Highway Safety Plan

---

Proposed Motion:

Move City Council approve Resolution No. 5787, authorizing the Chandler Police Department to submit projects for consideration in Arizona's 2025 Highway Safety Plan; and Authorizing the Chief of Police to Conduct All Negotiations and to Execute and Submit all Documents Necessary with such Grant.

Background/Discussion:

The Police Department has historically experienced success obtaining awards from the Governor's Office of Highway Safety (GOHS), including seven awards under the FY 2024 program for DUI Overtime and Supplies, Occupant Protection (Seatbelt) Enforcement, Motorcycle Safety Education Program, Know Your Limit (KYL) Education Program, Accident Investigation Training, Speed Enforcement Overtime (STEP) and Pedestrian/Bicycle Safety. Staff has submitted applications for award consideration in the FY 2025 program, which begins October 1, 2024; a City Council approved resolution must be part of the application package. This year, the Police Department is submitting the following requests to GOHS for consideration in its FY 2025 budget:

1. DUI Enforcement OT and Supplies - $130,600
2. Civilian Motorcycle Safety Course OT - $45,000
3. Know Your Limit Education OT - $46,000
4. Pedestrian-Bicycle Enforcement and Education OT - $55,000
5. STEP Enforcement OT - $60,000

6. Occupant Protection OT - $25,000
7. Accident Investigation Training - Sworn Training - $5,000
8. Accident Investigation Training - Forensic Training - $2,350

GOHS may award all requests, break the requests up into smaller awards (i.e., Seatbelt Enforcement could be broken up into Occupant Protection, Click It Or Ticket, Child Safety Week, etc.), award a program not formally requested (such as DUI training conference), or award a program through another source (such as DUI Abatement Council).

Financial Implications:

There are no matching dollars required for these programs.

Attachments

Resolution 5787 - GOHS FY25

RESOLUTION NO. 5787

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, PERTAINING TO THE SUBMISSION OF PROJECTS FOR CONSIDERATION IN ARIZONA'S 2025 HIGHWAY SAFETY PLAN

WHEREAS, the Governor's Office of Highway Safety is seeking proposal from state and local agencies for projects relating to all aspects of highway safety; and

WHEREAS, the City of Chandler, through its Police Department, is interested in submitting projects to be considered for funding in the form of reimbursable grants from the National Highway Traffic Safety Administration;

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

Section I. THAT approval of the submission of any and all projects for consideration in Arizona's 2025 Highway Safety Plan, including but not limited to, those projects in the corresponding Council memo presented in support of this Resolution, is granted.

Section II. THAT the Chief of Police is appointed agent for the City of Chandler to conduct all negotiations and to execute and submit all documents including awards and any other necessary or desirable instruments in connection with such grant.

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

ATTEST:

_____ _____

CITY CLERK MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5787 was duly passed and adopted by the City Council of Chandler, Arizona, at a regular meeting held on the _____ day of April 2024.

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY EPW

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** RE24-082

Date: April 04, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
Daniel Haskins, CIP Engineering Senior Manager
From: Erich Kuntze, Real Estate Administrator
Subject: Final Adoption of Ordinance No. 5082 Granting a Non-Exclusive Utility Easement to Salt River Project Agricultural Improvement and Power District (SRP), at No Cost, to Accommodate the City's Arrowhead Park Court Lighting Project

---

Proposed Motion:

Move City Council adopt Ordinance No. 5082 granting a non-exclusive utility easement to SRP, at no cost, to accommodate the Arrowhead Park Court Lighting Project.

Background:

Arrowhead Meadows Park, located at 1475 West Erie Street, is a 30-acre community park that was originally constructed in 1974. This park offers numerous recreational opportunities and includes four youth ball fields, aquatic center, playground, two tennis courts, six pickleball courts, restroom, walking paths, five ramadas, and parking lots.

This past fall, the tennis and pickleball courts were renovated. This project enhanced the pickleball and tennis courts with post-tensioned concrete, LED court lighting, landscape and irrigation enhancements, new benches, and shade structures. The existing electrical transformer conflicts with the adjacent pedestrian pathway and court seating and needs to be relocated by SRP.

Staff has reviewed and approved the easement and legal descriptions.

Discussion:

This ordinance was introduced and tentatively adopted on March 21, 2024.

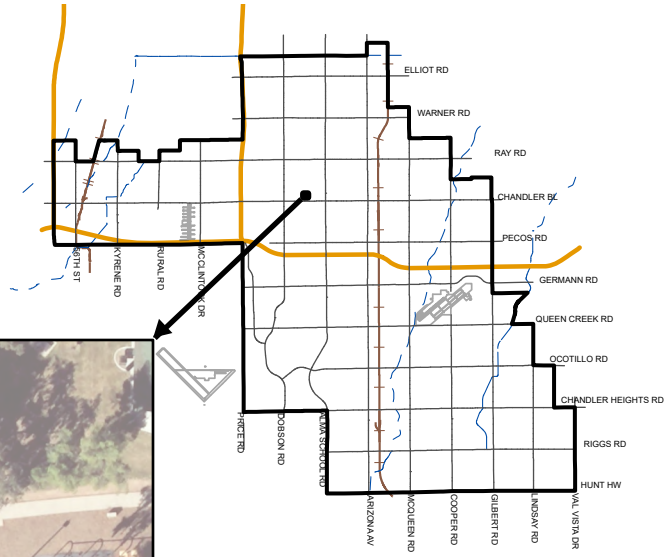
Attachments

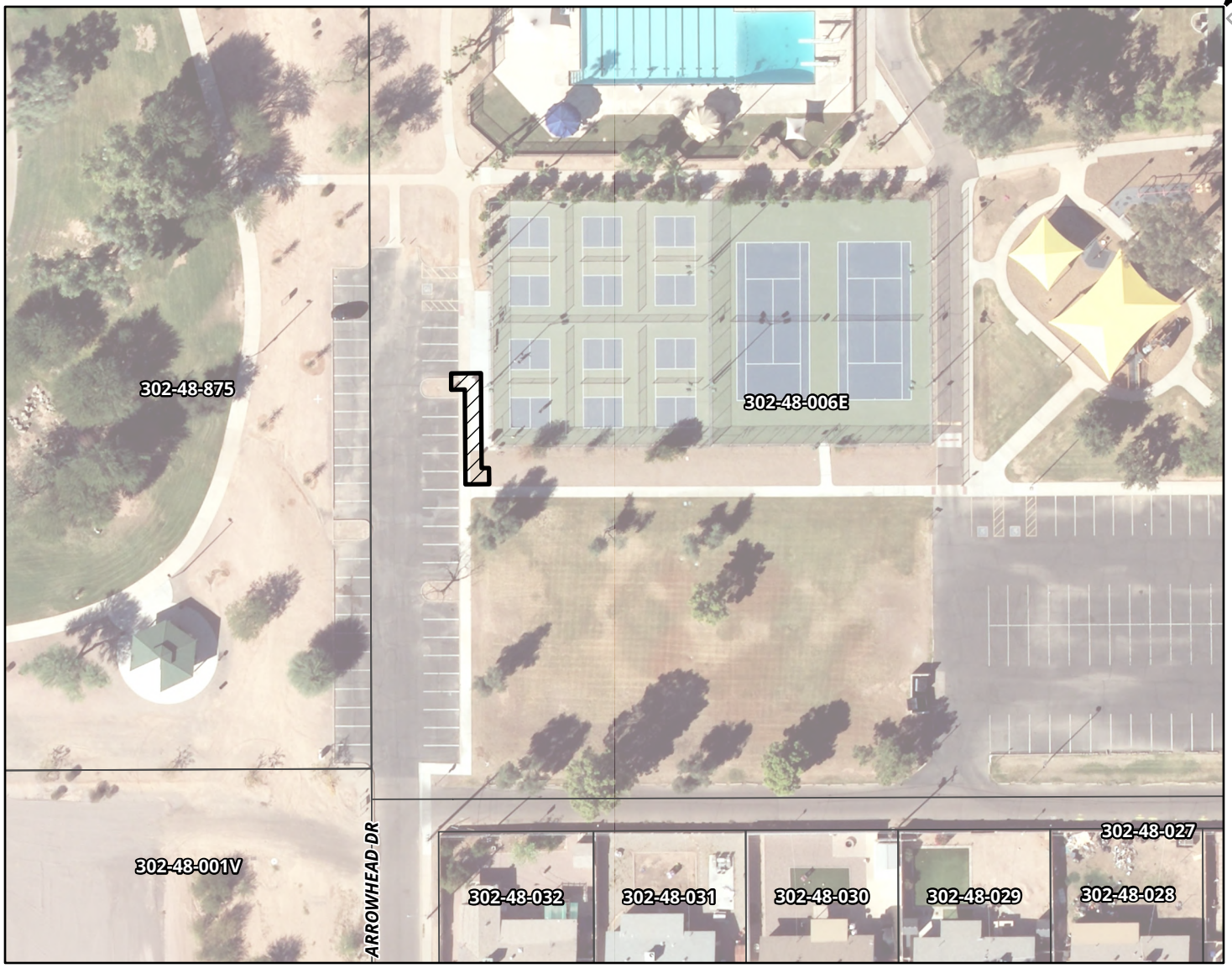
Location Map

Ordinance No. 5082

CHANDLER arizona

INTRODUCTION AND TENATIVE ADOPTION OF ORDINANCE NO. 5082 GRANTING A NON-EXCLUSIVE POWER DISTRIBUTION EASEMENT TO SALT RIVER PROJECT AGRICULTURAL MPROVEMENT AND POWER DISTRICT (SRP), AT NO COST, TO ACCOMODATE THE ARROWHEAD MEADOWS PARK COURTS LIGHTING PROJECT





MEMO NO. RE24-062

ORDINANCE 5082

EASEMENT

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcGISPro_Shared\Map Requests\Real Estate\2024\RE24-062\RE24-062\RE24-062.aprx 1/25/2024 RandyE

ORDINANCE NO. 5082

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, GRANTING A NON-EXCLUSIVE UTILITY EASEMENT TO SALT RIVER PROJECT AGRICULTURAL AND POWER DISTRICT, AT NO COST, TO ACCOMMODATE THE CITY'S ARROWHEAD PARK COURT LIGHTING PROJECT.

WHEREAS, the City of Chandler is improving the lighting of its Arrowhead Park Courts; and

WHEREAS, in order to accommodate these improvements, Salt River Project Agricultural and Power District ("SRP") needs a Power Distribution Easement to relocate some of its facilities on the Arrowhead Park property; and

WHEREAS, the City of Chandler is willing to grant the non-exclusive Power Distribution Easement to SRP, at no cost, in order to accommodate the Arrowhead Park Court Lighting improvements.

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 SRP, 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 _____ 2024.

ATTEST:

_____ _____

CITY CLERK MAYOR

PASSED AND ADOPTED by the Mayor and 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. 5082 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

Published in the Arizona Republic on:

EXHIBIT "A"
Legal Description

EXHIBIT "A"

SRP JOB NUMBER: T3478246
SRP JOB NAME: ARROWHEAD MEADOWS PARK COURT LIGHTING CRI
TTRRSS: 1S5E29

DATE: 08-07-2023

AN EASEMENT WITHIN A PARCEL OF LAND AS DESCRIBED PER DOCKET 3063, PAGE 185 MARICOPA COUNTY RECORDER (MCR) LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 29, BEING AN ALUMINUM CAP FLUSH, FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 29, BEING A BRASS CAP FLUSH, BEARS NORTH 00 DEGREES 22 MINUTES 41 SECONDS WEST, A DISTANCE OF 2647.79 FEET (**BASIS OF BEARINGS**);

THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29, NORTH 00 DEGREES 22 MINUTES 41 SECONDS WEST, A DISTANCE OF 758.72 FEET;

THENCE NORTH 89 DEGREES 37 MINUTES 19 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 89 DEGREES 33 MINUTES 54 SECONDS EAST, A DISTANCE OF 14.63 FEET;

THENCE SOUTH 00 DEGREES 29 MINUTES 11 SECONDS EAST, A DISTANCE OF 46.70 FEET;

THENCE NORTH 89 DEGREES 30 MINUTES 49 SECONDS EAST, A DISTANCE OF 3.64 FEET;

THENCE SOUTH 00 DEGREES 29 MINUTES 11 SECONDS EAST, A DISTANCE OF 8.00 FEET;

THENCE SOUTH 89 DEGREES 30 MINUTES 49 SECONDS WEST, A DISTANCE OF 11.64 FEET;

THENCE NORTH 00 DEGREES 29 MINUTES 11 SECONDS WEST, A DISTANCE OF 46.71 FEET;

THENCE SOUTH 89 DEGREES 33 MINUTES 54 SECONDS WEST, A DISTANCE OF 6.64 FEET;

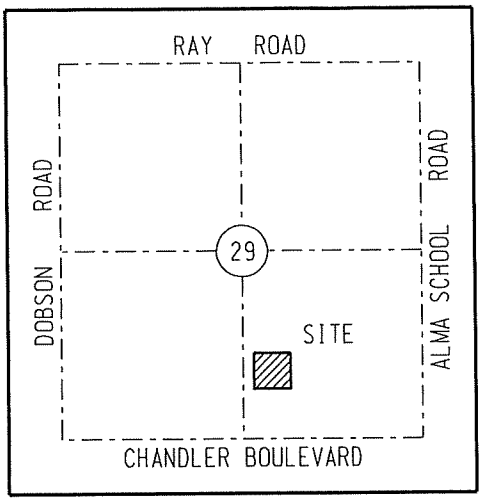
THENCE NORTH 00 DEGREES 22 MINUTES 41 SECONDS WEST, A DISTANCE OF 8.00 FEET TO SAID **POINT OF BEGINNING.**

SAID EASEMENT CONTAINS AN AREA OF 519 SQUARE FEET OR 0.01 ACRE, MORE OR LESS.

END OF DESCRIPTION



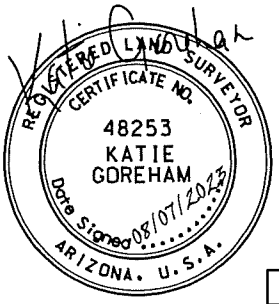
EXHIBIT "A"



VICINITY MAP (NTS)
T1S, R5E
G&SRM

LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- LIMITS OF SRP EASEMENT
- EXISTING EASEMENT
- TIE LINE
- SECTION CORNER AS NOTED



ABBREVIATION TABLE

APN	ASSESSOR'S PARCEL NUMBER
DKT	DOCKET
PG	PAGE
MCR	MARICOPA COUNTY RECORDER
(M)	MEASURED
LVI	LAST VISUAL INSPECTION
NTS	NOT TO SCALE
SRP	SALT RVER PROJECT

BASIS OF BEARINGS:
BASED ON THE MARICOPA COUNTY
LOW DISTORTION PROJECTION
COORDINATE SYSTEM.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°37'19"E	40.00'(TIE)
L2	N89°33'54"E	14.63'
L3	S00°29'11"E	46.70'
L4	N89°30'49"E	3.64'
L5	S00°29'11"E	8.00'
L6	S89°30'49"W	11.64'
L7	N00°29'11"W	46.71'
L8	S89°33'54"W	6.64'
L9	N00°22'41"W	8.00'

CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

NOTES

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

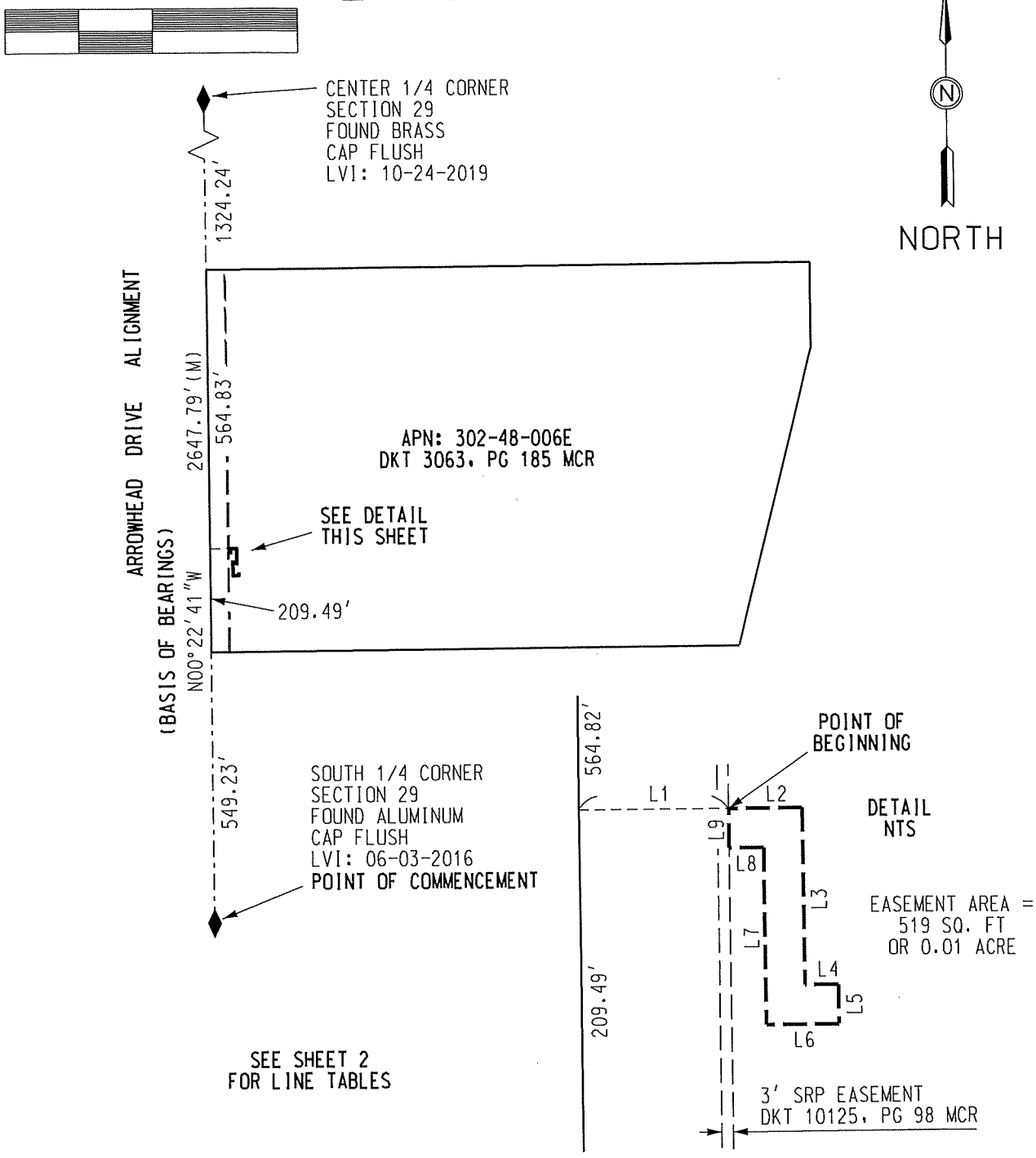
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
SRP LDWR NUMBER:	SCALE: NTS
I.O. NUMBER: T3478246	SHEET: 2 OF 3
AGENT: MILES	SHEET SIZE: 8.5"x11"
DRAWN: HICK	REVISION: 0
CHECKED BY: GOREHAM	CREW CHIEF: GENTNER
DATE: 08-07-2023 JEP	FIELD DATE: 06-22-2023

SRP SURVEY DIVISION
LAND DEPARTMENT

ARROWHEAD MEADOWS PARK
COURT LIGHTING CRI
SE 1/4 SEC 29 T1S R5E
25.50E-4.94S

EXHIBIT "A"

0 150 300 600



SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
SRP LDWR NUMBER:	SCALE: 1" = 300'
I.O. NUMBER: T3478246	SHEET: 3 OF 3
AGENT: MILES	SHEET SIZE: 8.5"x11"
DRAWN: HICK	REVISION: 0
CHECKED BY: GOREHAM	CREW CHIEF: GENTNER
DATE: 08-07-2023 JEP	FIELD DATE: 06-22-2023

SURVEY DIVISION
LAND DEPARTMENT

ARROWHEAD MEADOWS PARK
COURT LIGHTING CRI
SE 1/4 SEC 29 T1S R5E
25.50E-4.94S

EXHIBIT "B"
SRP Easement

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT
Land Department/PAB10W
P. O. Box 52025
Phoenix, Arizona 85072-2025

EXEMPT PURSUANT TO
A.R.S. §§ 11-1134(A)(2) and (A)(3)

POWER DISTRIBUTION EASEMENT

Maricopa County
Parcel # 302-48-006E
SE ¼, SEC. 29, T01S, R05E

Agt. JAM
Job # LJ93039 / T3478246
W JAM C JEP
R/W #

CITY OF CHANDLER,
an Arizona Municipal Corporation

hereinafter called Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors and permittees and its and their respective successors and assigns, hereinafter called the Grantee, a non-exclusive easement in, upon, over, under, across, through and along the lands hereinafter described (such lands hereinafter described being sometimes referred to herein as the "Easement Parcel") to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conductors, conduits, pipes, cables, vaults, pads, switching equipment, enclosures, manholes and transformers and all other appliances, appurtenances and fixtures (collectively "Facilities") for the transmission and distribution of electricity and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of ingress and egress to, from, across and along the Grantor's Property.

The lands in, upon, over, under, across, through and along which this easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

A portion of the Southeast quarter of Section 29, Township 01 South, Range 05 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Easement Parcel:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et. seq., Arizona Blue Stake Law, prior to any excavation.

Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 12.00 feet immediately in front of all transformer and other equipment openings. No obstruction, trees, shrubs, fixtures or permanent structures shall be placed within said areas.

Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, drill any well, store materials of any kind, or alter ground level by cut or fill, within the area of the Easement Parcel.

Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, the Easement Parcel whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

In the event Grantee records a document to formally abandon the easement granted herein, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, successors (including successors in ownership and estate), assigns and lessees of the Grantor and Grantee.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, **CITY OF CHANDLER, an Arizona municipal corporation,** has caused its name to be executed by its duly authorized representative(s), this _____ day of _____, 20__.

CITY OF CHANDLER,
an Arizona municipal corporation

By: _____
Mayor

Attest:

_____
Clerk

APPROVED AS TO FORM:

_____
City Attorney for the
City of Chandler

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20_____, before me, the undersigned, personally appeared _____ and _____, the Mayor and Clerk of the **CITY OF CHANDLER**, an Arizona municipal corporation, and such authorized representative acknowledged that this document was executed on behalf of the corporation for the purposes therein contained.

My Commission Expires:

_____ _____
Notary Public

_____
Notary Stamp/Seal

Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).
Approved Greg Moore, SRP, 3/05-jcm – Note: Changes made and approved by EMN 7/15/05
S/Landform/Negotiated Easements/City of Chandler Cimage

EXHIBIT "A"

SRP JOB NUMBER: T3478246 **DATE: 08-07-2023**
SRP JOB NAME: ARROWHEAD MEADOWS PARK COURT LIGHTING CRI **PAGE: 1 OF 3**
TTRRSS: 1S5E29

AN EASEMENT WITHIN A PARCEL OF LAND AS DESCRIBED PER DOCKET 3063, PAGE 185 MARICOPA COUNTY RECORDER (MCR) LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 29, BEING AN ALUMINUM CAP FLUSH, FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 29, BEING A BRASS CAP FLUSH, BEARS NORTH 00 DEGREES 22 MINUTES 41 SECONDS WEST, A DISTANCE OF 2647.79 FEET (**BASIS OF BEARINGS**);

THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29, NORTH 00 DEGREES 22 MINUTES 41 SECONDS WEST, A DISTANCE OF 758.72 FEET;

THENCE NORTH 89 DEGREES 37 MINUTES 19 SECONDS EAST, A DISTANCE OF 40.00 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 89 DEGREES 33 MINUTES 54 SECONDS EAST, A DISTANCE OF 14.63 FEET;

THENCE SOUTH 00 DEGREES 29 MINUTES 11 SECONDS EAST, A DISTANCE OF 46.70 FEET;

THENCE NORTH 89 DEGREES 30 MINUTES 49 SECONDS EAST, A DISTANCE OF 3.64 FEET;

THENCE SOUTH 00 DEGREES 29 MINUTES 11 SECONDS EAST, A DISTANCE OF 8.00 FEET;

THENCE SOUTH 89 DEGREES 30 MINUTES 49 SECONDS WEST, A DISTANCE OF 11.64 FEET;

THENCE NORTH 00 DEGREES 29 MINUTES 11 SECONDS WEST, A DISTANCE OF 46.71 FEET;

THENCE SOUTH 89 DEGREES 33 MINUTES 54 SECONDS WEST, A DISTANCE OF 6.64 FEET;

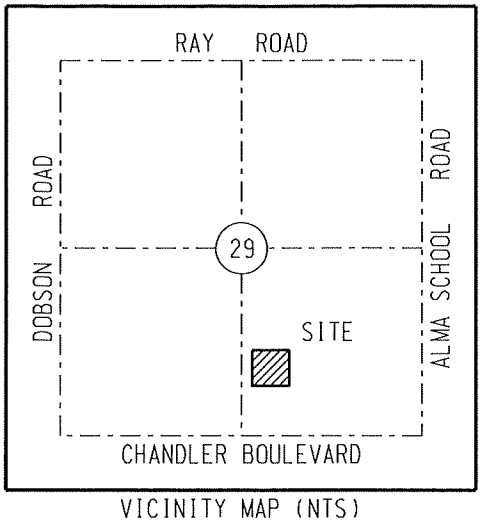
THENCE NORTH 00 DEGREES 22 MINUTES 41 SECONDS WEST, A DISTANCE OF 8.00 FEET TO SAID **POINT OF BEGINNING.**

SAID EASEMENT CONTAINS AN AREA OF 519 SQUARE FEET OR 0.01 ACRE, MORE OR LESS.

END OF DESCRIPTION



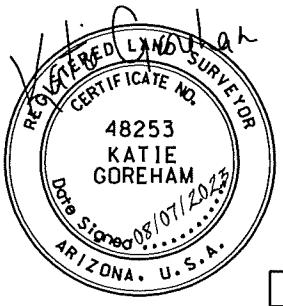
EXHIBIT "A"



VICINITY MAP (NTS)
T1S, R5E
G&SRM

LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- LIMITS OF SRP EASEMENT
- EXISTING EASEMENT
- TIE LINE
- SECTION CORNER AS NOTED



ABBREVIATION TABLE

APN	ASSESSOR'S PARCEL NUMBER
DKT	DOCKET
PG	PAGE
MCR	MARICOPA COUNTY RECORDER
(M)	MEASURED
LVI	LAST VISUAL INSPECTION
NTS	NOT TO SCALE
SRP	SALT RVER PROJECT

BASIS OF BEARINGS:
BASED ON THE MARICOPA COUNTY
LOW DISTORTION PROJECTION
COORDINATE SYSTEM.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°37'19"E	40.00'(TIE)
L2	N89°33'54"E	14.63'
L3	S00°29'11"E	46.70'
L4	N89°30'49"E	3.64'
L5	S00°29'11"E	8.00'
L6	S89°30'49"W	11.64'
L7	N00°29'11"W	46.71'
L8	S89°33'54"W	6.64'
L9	N00°22'41"W	8.00'

CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

NOTES

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

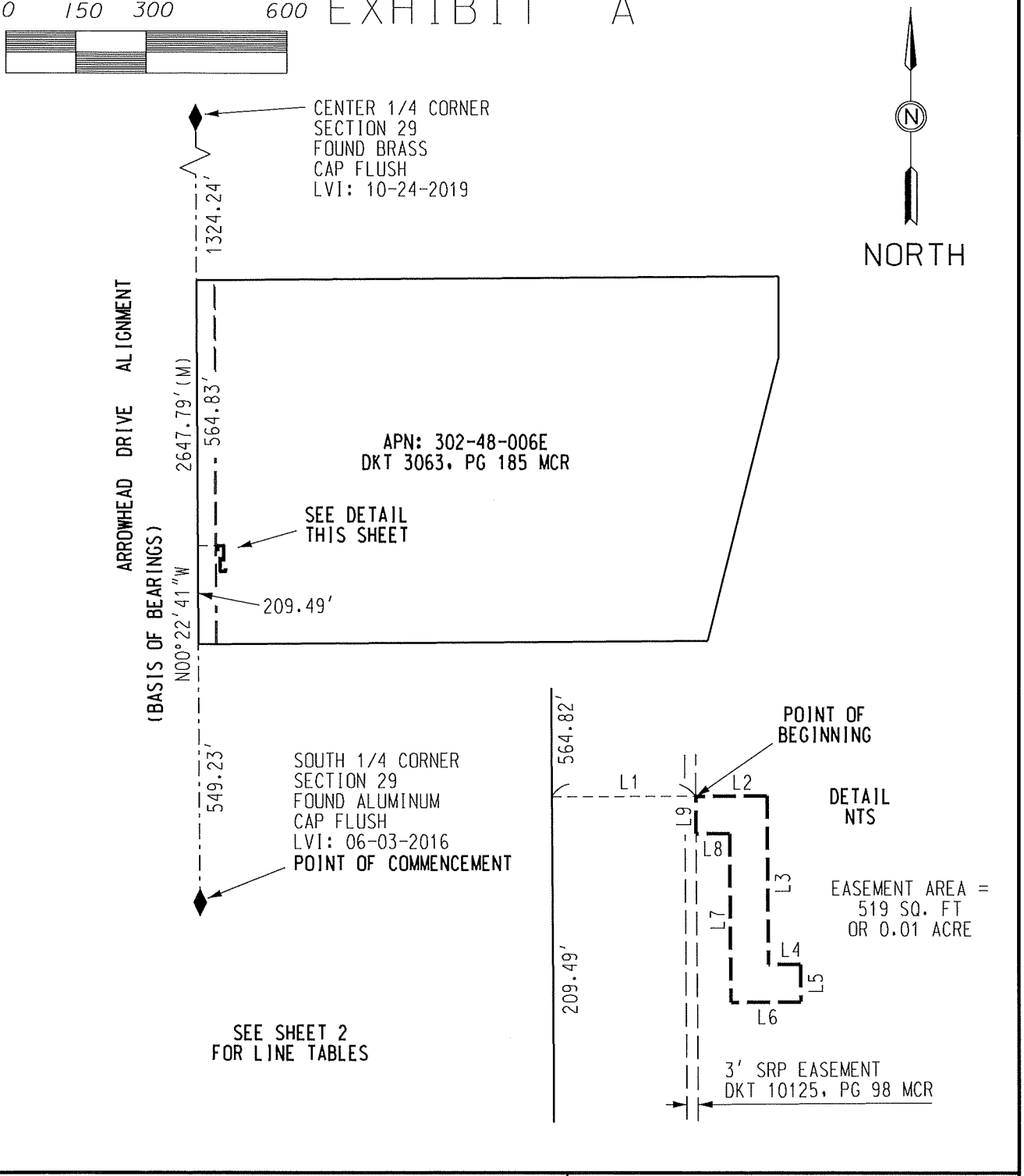
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
SRP LDWR NUMBER:	SCALE: NTS
I.O. NUMBER: T3478246	SHEET: 2 OF 3
AGENT: MILES	SHEET SIZE: 8.5"x11"
DRAWN: HICK	REVISION: 0
CHECKED BY: GOREHAM	CREW CHIEF: GENTNER
DATE: 08-07-2023 JEP	FIELD DATE: 06-22-2023

SRP SURVEY DIVISION
LAND DEPARTMENT

ARROWHEAD MEADOWS PARK
COURT LIGHTING CRI
SE 1/4 SEC 29 T1S R5E
25.50E-4.94S

EXHIBIT "A"

0 150 300 600



SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
SRP LDWR NUMBER:	SCALE: 1" = 300'
I.O. NUMBER: T3478246	SHEET: 3 OF 3
AGENT: MILES	SHEET SIZE: 8.5"x11"
DRAWN: HICK	REVISION: 0
CHECKED BY: GOREHAM	CREW CHIEF: GENTNER
DATE: 08-07-2023 JEP	FIELD DATE: 06-22-2023

SURVEY DIVISION
LAND DEPARTMENT

ARROWHEAD MEADOWS PARK
COURT LIGHTING CRI
SE 1/4 SEC 29 T1S R5E
25.50E-4.94S

CHANDLER arizona
Community of Innovation

City Council Memorandum **Public Works & Utilities** **Memo No.** RE24-066

Date: April 04, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
Daniel Haskins, CIP Engineering Senior Manager
From: Erich Kuntze, Real Estate Administrator
Subject: Final Adoption of Ordinance No. 5085, Dedication in Fee of Assessor's Parcel Number 303-32-007U, Located on the East Side of McQueen Road, Just North of the Ryan Road Alignment, for Public Right-of-Way (Roadway) Purposes

---

Proposed Motion:

Move City Council adopt Ordinance No. 5085 authorizing and approving the dedication in fee of assessor's parcel number 303-32-007U, located on the east side of McQueen Road, just north of the Ryan Road alignment, for public right-of-way (roadway) purposes.

Background:

The City of Chandler owns a parcel of land located on the east side of McQueen Road, just north of the Ryan Road alignment. It is necessary for the city to dedicate this parcel for public right-of-way purposes to widen the portion of McQueen Road fronting the parcel and accommodate the installation of traffic signals at McQueen and Ryan roads.

By way of a separate instrument in the form of a deed, the city will grant the right-of-way (roadway) to the public trust. The document will be in a form approved by the City Attorney.

Discussion:

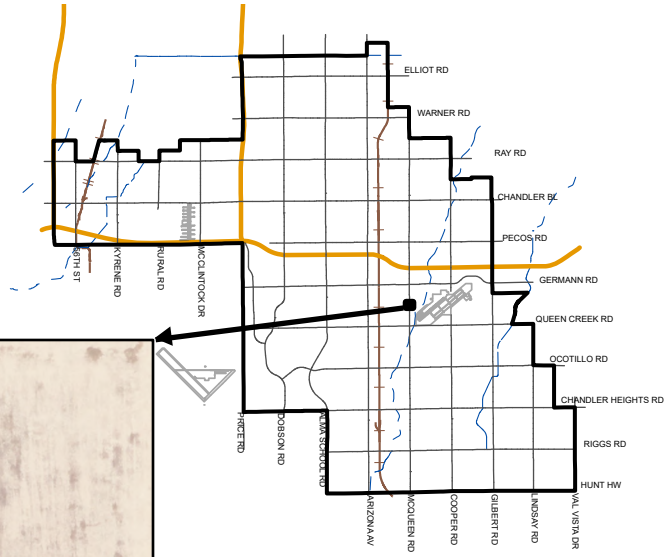
This ordinance was introduced and tentatively adopted on March 21, 2024.

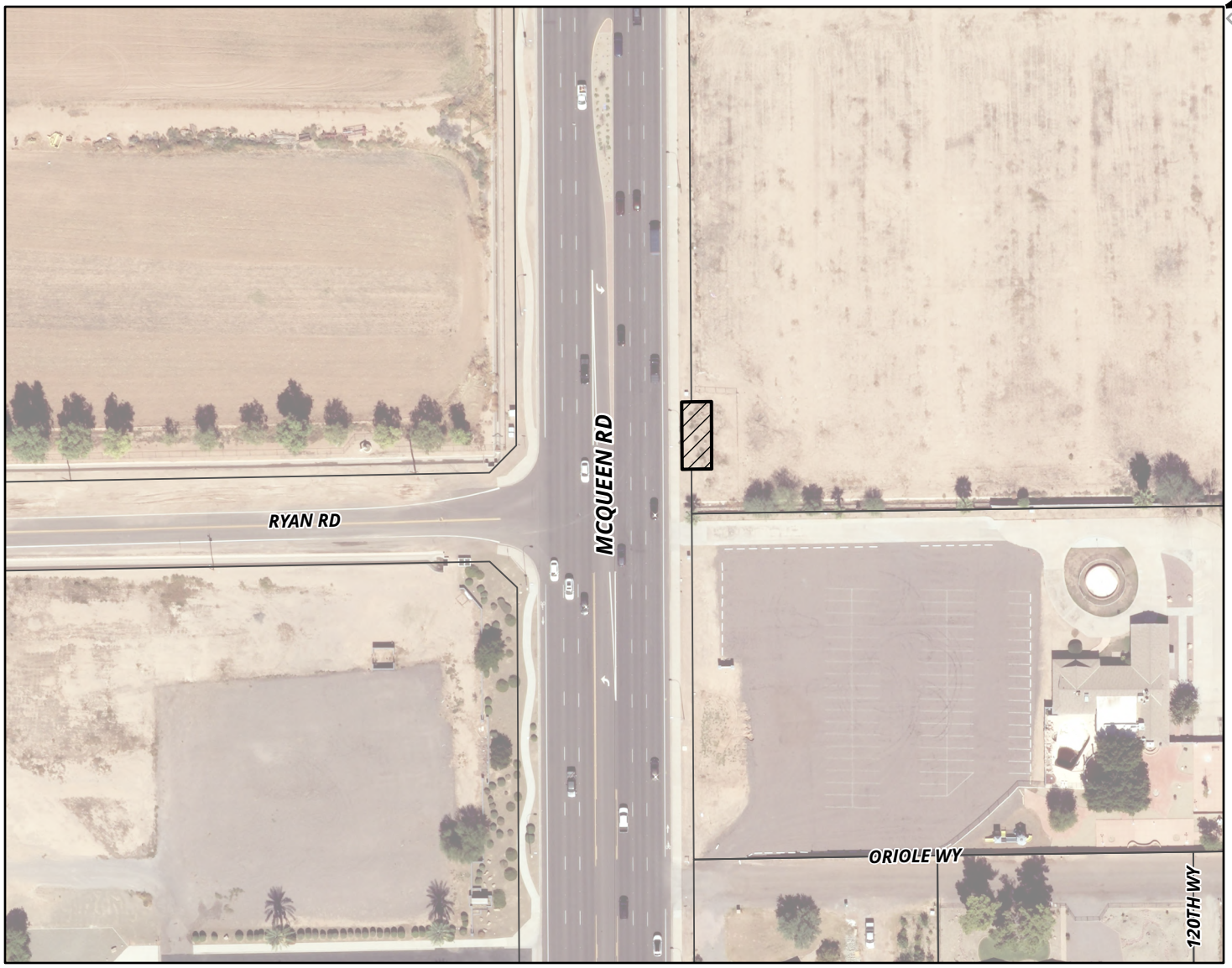
Attachments

Location Map
Ordinance No. 5085

CHANDLER arizona

ORDINANCE NO. 5085 AUTHORIZING THE DEDICATION IN FEE OF ASSESSOR'S PARCEL NUMBER 303-32-007U, LOCATED ON THE EAST SIDE OF MCQUEEN ROAD JUST NORTH OF THE RYAN ROAD ALIGNMENT, FOR PUBLIC RIGHT-OF-WAY (ROADWAY) PURPOSES





MEMO NO. RE24-066

ORDINANCE 5085

LOCATION

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcGISPro_Shared\Map Requests\Real Estate\2024\RE24-066\RE24-066.aprx 2/2/2024 RandyE

ORDINANCE NO. 5085

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, TO AUTHORIZE AND APPROVE THE DEDICATION IN FEE OF ASSESSOR'S PARCEL NUMBER 303-32-007U, LOCATED ON THE EAST SIDE OF MCQUEEN ROAD, JUST NORTH OF THE RYAN ROAD ALIGNMENT, FOR PUBLIC RIGHT-OF-WAY (ROADWAY) PURPOSES.

WHEREAS, the City of Chandler owns vacant property located on the east side of McQueen Road, just north of the Ryan Road alignment identified as Assessor's Parcel Number 303-32-007U (the "Property"); and

WHEREAS, it is necessary to dedicate the Property in fee to the public for public right-of-way for the widening of the McQueen Road right-of-way at this location and install of traffic lights and associated equipment at this intersection; and

WHEREAS, it is necessary for Council to authorize the dedication in fee of the public right-of-way on the Property.

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

Section 1. That the City Council of the City of Chandler, Arizona authorizes and approves the dedication in fee of the Property identified as Assessor's Parcel Number 303-32-007U, and as described in the attached Exhibit "A," located on the east side of McQueen Road, just north of the Ryan Road alignment for public right-of-way (roadway) purposes;

Section 2. That the approval of the dedication will not become final until a deed granting the right-of-way to the public in trust has been recorded by the City Clerk;

Section 3. That the deed will be in a form approved by the City Attorney;

Section 4. All dedications are subject to existing liens, easements or other encumbrances of record existing at the time the dedication is completed;

Section 5. That the Mayor of the City of Chandler, Arizona, is hereby authorized to sign on behalf of the City, all documents required and necessary to complete the dedication, including signing this Ordinance.

INTRODUCED AND TENTATIVELY ADOPTED 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. 5085 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

Published in the Arizona Republic on:

EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT 33 FEET NORTH AND 7 FEET EAST OF THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED AS PARCEL NO. 6 IN DEED RECORDED AS 2006-1506263;
THENCE NORTH 50 FEET;
THENCE EAST 40 FEET;
THENCE SOUTH 50 FEET;
THENCE WEST 40 FEET TO THE POINT OF BEGINNING;
EXCEPT THAT PART THEREOF CONVEYED TO MARICOPA COUNTY BY WARRANTY DEED RECORDED AS 2003-1585630, DESCRIBED AS FOLLOWS:
A PORTION OF LAND LYING WITHIN THE NORTHWEST QUARTER (NW1/4) OF SECTION ELEVEN (11), TOWNSHIP TWO SOUTH, RANGE FIVE EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; SAID PORTION IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
THE EAST 18 FEET OF THE WEST 25 FEET OF THE SOUTH 50 FEET OF THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY;
COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 11;
THENCE NORTH (ASSUMED BEARING) ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 11, A DISTANCE OF 381.79 FEET;
THENCE NORTH 89°19'55" EAST, A DISTANCE OF 33 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 89°19'55" EAST, A DISTANCE OF 219.50 FEET;
THENCE SOUTH, A DISTANCE OF 382.36 FEET;
THENCE SOUTH 89°2T46" WEST, A DISTANCE OF 219.49 FEET;
THENCE NORTH, A DISTANCE OF 381.86 FEET TO THE POINT OF BEGINNING;
EXCEPT THE SOUTH 33 FEET THEREOF.

Unofficial Document

When recorded, return to:
CHANDLER CITY CLERK
P.O. Box 4008, Mail Stop 606
Chandler, Arizona 85244-4008

QUIT CLAIM DEED OF DEDICATION

For the consideration of TEN AND NO/100 DOLLARS ($10.00), and other valuable consideration, the receipt of which is hereby acknowledged, CITY OF CHANDLER, an Arizona municipal corporation, does hereby dedicate and quitclaim to the CITY OF CHANDLER, an Arizona municipal corporation, in trust for the public, for roadway purposes (sidewalk), all right, title, and interest in and to the following real property situated in Maricopa County, State of Arizona:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

Exempt from Affidavit and fee per A.R.S. § 11-1134.A.3.

DATED this ____ day of _____, 2024.

CITY OF CHANDLER, an Arizona municipal corporation

By _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing Quit Claim Deed of Dedication was acknowledged before me this ____ day of _____, 2024, by _____, the Mayor of the City of Chandler, an Arizona municipal corporation, for the corporation, being authorized so to do.

_____
Notary Public

My Commission Expires:

_____

Approved as to Form:

_____
City Attorney
DMG

EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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EXCEPT THAT PART THEREOF CONVEYED TO MARICOPA COUNTY BY WARRANTY DEED RECORDED AS 2003-1585630, DESCRIBED AS FOLLOWS:
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THENCE SOUTH, A DISTANCE OF 382.36 FEET;
THENCE SOUTH 89°2T46" WEST, A DISTANCE OF 219.49 FEET;
THENCE NORTH, A DISTANCE OF 381.86 FEET TO THE POINT OF BEGINNING;
EXCEPT THE SOUTH 33 FEET THEREOF.

Unofficial Document

City Council Memorandum Facilities and Fleet Memo No. CP24-114

Date: April 04, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager \ CFO
Mike Hollingsworth, Facilities and Fleet Manager
Daniel Haskins, Capital Projects Division Manager
From: Ivan Magana, Engineer
Subject: Professional Services Agreement No. BF2401.201, with Dick & Fritsche Design Group, Inc., for the Boys and Girls Club Tenant Improvement Design Services

---

Proposed Motion:

Move City Council award Professional Services Agreement No. BF2401.201 to Dick & Fritsche Design Group, Inc., for the Boys and Girls Club Tenant Improvement Design Services, in an amount not to exceed $148,187.

Background/Discussion:

In 1995, the City of Chandler purchased the old Seton Catholic High School buildings, located at 300 E. Chandler Boulevard, and leased them to the Boys and Girls Club to offer a wide variety of age-appropriate activities and programs to meet the needs of youth ages 5-18. In November 2009, these buildings were demolished to construct a new facility, funded with $8.5 million in 2007 bond funds. The City has since been providing maintenance and custodial services, as well as covering all utility costs, as part of the lease agreement with the Boys and Girls Club for the facility. On August 17, 2023, City Council approved an amended Facility Lease Agreement with Boys and Girls Club that included a term extension and new performance measures, as well as set the stage for a significant renovation of the facility to improve building security and programming space and also includes a major donation from the Chandler Compadres organization.

This project is for the renovation of the Boys and Girls Club to upgrade its facilities to better serve Chandler youth and enhance safety for the front lobby and

conference room. The existing teen center is outdated and is to be remodeled, which will include enclosing the exterior patio to provide additional room for programming and activities tailored to teens' interests. Safety measures will also be improved with the aim of creating a separate lobby area for parents and visitors to wait before being let in, and remodeling the conference room to allow for private meetings while maintaining visibility into the facility. The improvements will also include ADA enhancements to the exterior and interior of the building and conversion of a shower room to an employee-only restroom.

The project scope of work consists of design services for construction documents for the tentative improvement project, including architectural, mechanical, electrical, structural services and cost estimates. The agreement completion time is 365 calendar days following Notice to Proceed.

Evaluation:

The selection process was conducted in accordance with city policy and procedure and state law. This project is being performed under the On-Call Consultant Pre-Qualified List for Design Services. Staff recommends approval of this agreement with Dick & Fritsche Design Group, Inc., based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.3210.5219.6BF673	Gen Govt Capital Projects	Boys and Girls Club Tenant Imp	$117,287	Y
401.3060.6212.6TP707	Gen Govt Capital Projects	ADA Upgrades	$30,900	Y

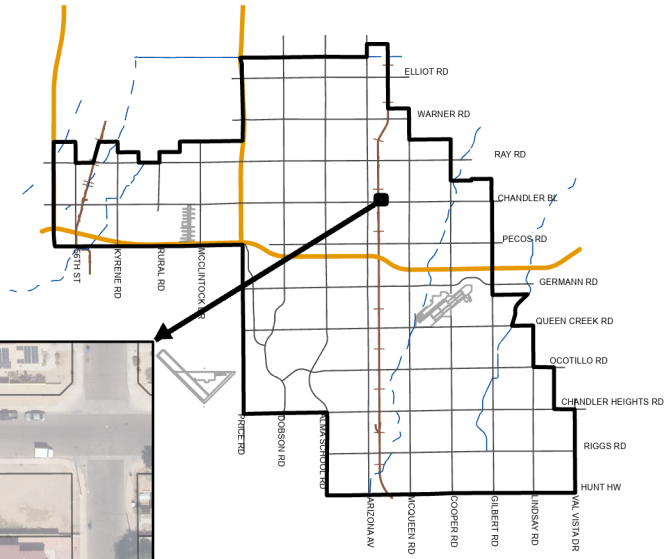
Attachments

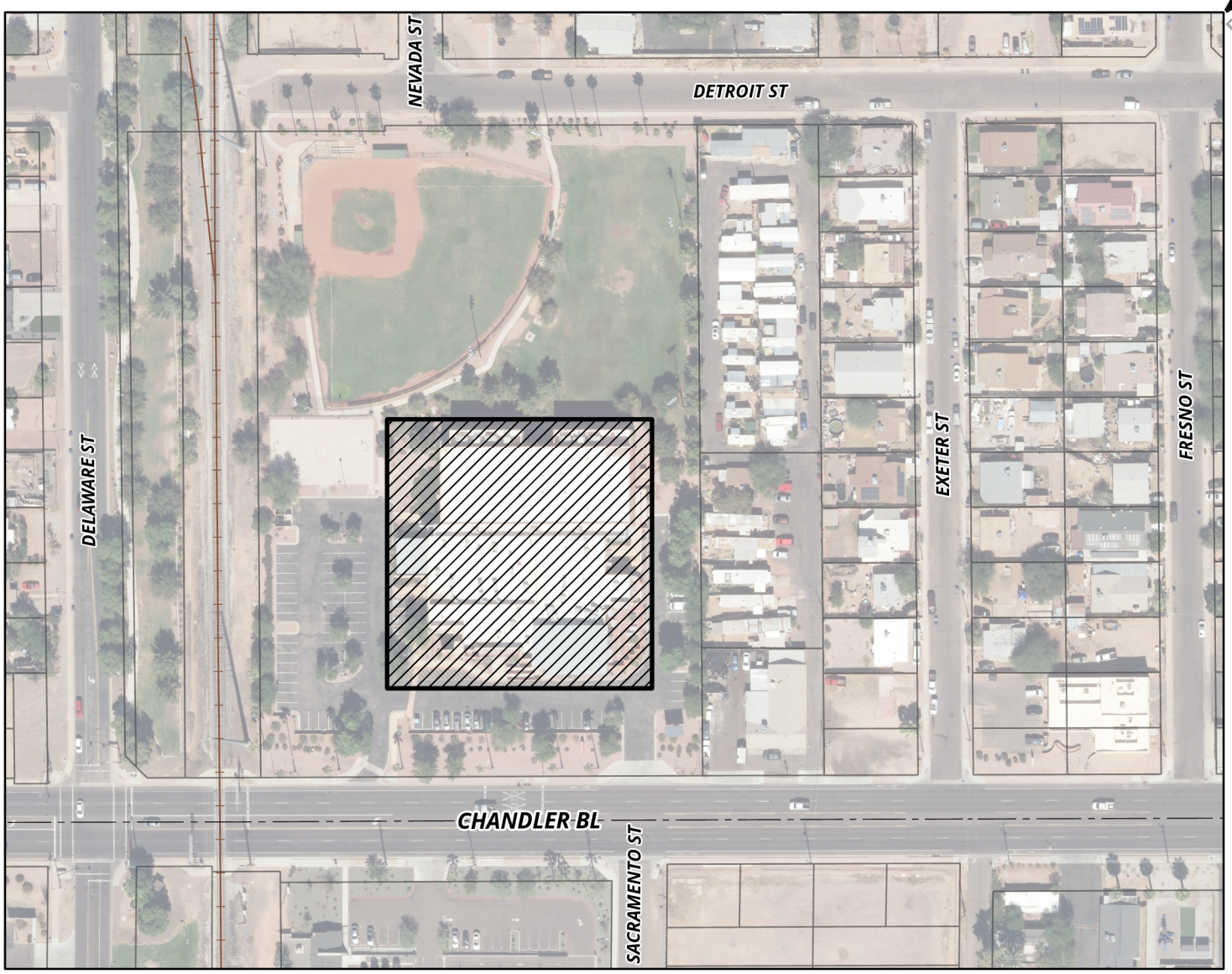
Location Map

Agreement

CHANDLER arizona

BOYS AND GIRLS CLUB RENOVATION
PROJECT NO. BF2401.201





MEMO NO. CP24-114

PROJECT LOCATION

NTS

ChanGIS

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PROFESSIONAL SERVICES AGREEMENT
Design Services
BOYS AND GIRLS CLUB TENANT IMPROVEMENTS
Project No. BF2401.201
Council Date: April 4, 2024

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 **Dick & Fritsche Design Group, Inc.**, an Arizona corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide **Design Services** for **BOYS AND GIRLS CLUB TENANT IMPROVEMENTS** project as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.

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

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

AGREEMENT

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

SECTION I--CONSULTANT'S SERVICES

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

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **365** 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 **$148,187** 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: Daniel Haskins, P.E. P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3335 Email: Daniel.haskins@chandleraz.gov	
With a copy to:	City of Chandler - Public Works & Utilities Department Attn: Ivan Magana**,** Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3362 Email: ivan.magana@chandleraz.gov	
To Consultant:	**LEGAL COMPANY NAME:**	Dick & Fritsche Design Group, Inc.
	Mailing Address:	4545 E McKinley St, Phoenix, AZ 85008
	Physical Address:	same
	Statutory Agent Name:	Buchalter (Steven Fox)
	Statutory Agent Mailing Address:	15279 N Scottsdale Road, Suite 400 Scottsdale, AZ 85254-2659
	Statutory Agent Physical Address:	same
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Chad Billings
	Title:	Vice President
	Phone:	602-954-9060
	Email:	cbillings@dfdg.com

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A - Scope of Services / Schedule
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – Subconsultant Documents 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:

Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"CONSULTANT
Dick & Fritsche Design Group, Inc.

Signature 2/28/2024
Date

Chad Billings
Print Name

Vice President
Title

cbillings@dfdg.com
Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

PROJECT TITLE: BOYS AND GIRLS CLUB TENTATIVE IMPROVEMENT PROJECT
PROJECT #: BF2401.201
EXHIBIT 'A' – SCOPE OF SERVICES & SCHEDULE

1. PROJECT DESCRIPTION & SCOPE:

   1.1 Consultant will provide services for the design, permitting, development of construction documents, and specified construction administration for the proposed Remodel of the Boys & Girls Club located at 300 E Chandler Blvd Chandler, Arizona 85225, all as more specifically described herein below.
   1.2 The facility design may include, but not be limited to, [areas for activities such as: enclosed teen area and new entry lobby and other associated functions. The exterior improvements may include: new storefront entry and enclosure for existing teen patio.
   1.3 Design to include ADA remediations noted in assessment provided by City.
   1.4 The project design, construction, furnishing and equipment budget is $800,000. All design, construction and furnishing of the project will be completed within this budget.
   1.5 Consultant will provide all design services for the Project including, but not limited to, normal civil, mechanical, plumbing, structural, low voltage and electrical engineering services.

2. ASSIGNMENT:

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

3. PROJECT SCHEDULE:

   3.1 Consultant must perform the services within the times set forth in the Production Schedule included herein and made a part hereof by reference.
   3.2 Consultant must adhere to the Production Schedule described herein and such schedule may not be modified or deviated from without written consent of City. Consultant must revise and submit for review an updated schedule whenever it is demonstrated that the time for completion of the Project Design or of any of the partial completion points listed in the schedule is delayed by two weeks or more. Such adjusted schedule will include a written explanation stating the reasons for the change and a plan for getting back on schedule. Consultant must take all reasonable actions necessary to get the project back on schedule and City will cooperate to assist Consultant.
   3.3 Schematic Design services shall take approximately six (6) weeks to complete followed by City Program Review of three (3) weeks. 98% Construction Documents shall take an additional six (6) weeks to complete followed by a City Review of three (3) weeks. 100% Construction Documents will take one (1) week (subject to scope of City comments) followed by one (1) week City Owner Group review and six (6) week City Permit review. Bid phase will be sixteen (16) weeks and includes bid and award of contract.

4. QUALITY CONTROL:

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

4.2 As a part of the project design Consultant will develop a quality control plan for the entire construction phase. This Quality Control Plan will establish what elements should and must be seen by each consultant during construction. Identify what is in the project, which will be required to have a UBC "special Inspection" by the design engineer.

5. PRELIMINARY RESEARCH:

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

a. Perform a Document search for City policies, regulations, standards, design manuals, and requirements, etc. relevant to project.
b. Research and/or obtain geotechnical reports and investigations, master plans, computer model data and field surveys.
c. Investigate existing conditions, make measured drawings, and verify accuracy of drawings or other information furnished by City.
d. Consultant must provide a survey of the project area that includes complete topographical and property data of the immediate site. Design must utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans. Clearly define the benchmark location and elevation that will be utilized for construction of this facility.
e. Conduct site observations as needed to verify and prepare design solutions for ADA improvements.

7. GEOTECHNICAL INVESTIGATION:

7.1 Consultant must perform all soil and pavement borings necessary to complete their work.
7.2 Sub-surface soil conditions, established by the geotechnical investigations, must be incorporated into the bid documents in a manner usable to the excavation and foundation bidding and construction.
7.3 Allowance Item for geotechnical report is included in Exhibit B if the engineering consultants determine it is required for design.

8. PROGRAMMING:

8.1 City has defined the program requirements of the project. These include remodel of existing teen room, enclose existing teen patio, and expand entry lobby with new entry, vestibule and reception desk. The program also includes conference room and conversion of existing shower room 127 to restroom.
8.2 No additional work is included in the Programming Phase.

9. SCHEMATIC DESIGN (30% Document Review):

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

a. Prepare three (3) different single line concept drawing schemes, which depict the size and orientation of the project elements in relation to one another.
b. Present initial schemes to City and its representatives (to potentially include a contractor). Staff will collaborate with designers to manipulate the plans and mutually decide on the best scheme. This preferred scheme will be the version that is included in the SD phase cost estimate that is included in the final SD deliverable.
c. The final scheme must incorporate City's comments (and potentially a contractors' comments) and be cleaned up for reference and presentation to City Council if requested.
d. Prepare single line elevation drawing(s) and a perspective sketch of the exterior.
e. Submit the project to City for a Development Standards review.
f. Prepare a construction cost estimate for verification with the budget and re-design as necessary to re-align the design with the construction budget.
g. Attend two (2) coordination meetings with City and Boys and Girls Club to review and comment on design.

10. DESIGN DEVELOPMENT (60% & 80% Document Review):

10.1 Based on the approved Schematic Design Document, project will move directly into Construction Documents, See below.

11. CONSTRUCTION DOCUMENTS (98% Document Review):

11.1 Based on the approved Schematic Design Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by City, Consultant must prepare, for approval by City, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. When the design is approximately ninety eight percent (98%) complete Consultant must do the following:

a. Prepare plans, elevations, sections, schedules, notes and specifications as required to be able to bid and construct the project in its entirety.
b. Cover sheet to be provided by City.
c. Provide City of Chandler with a copy of the AutoCAD files. Each building system must be "layered" so as to be able to isolate trades or engineering from architectural components or vice versa.
d. Conduct a full document set (plans & Specs) review in the presence of all consultants and City's representatives.

e. Provide document coordination of work performed by separate contractors or by City's own forces (i.e.: systems furniture or exercise equipment provisions & installation, etc.).
f. Prepare a construction cost estimate for verification with the budget. Re-design as necessary to re-align the design with the construction budget. See allowances.
g. Prepare bid alternates as necessary to assure budget can be met.
h. Submit to City's Project Manager for comment in PDF format drawings, specifications, drainage & structural calculations. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.
i. Attend one (1) coordination meeting with City and Boys and Girls Club to review and comment on design.

12. BID & AWARD (100% Documents):

12.1 Submit bid documents to Development Services for building permit and civil permit. All plans, calculations and specifications will be stamped. The specifications will be 8-1/2" x 11" in PDF format. Plans will be black line prints as well as digital Auto CAD compatible. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.
12.2 Pick-up plan review final comments.
12.3 Assist City in the evaluation of "substitutions and or-equals" and make a recommendation to accept or decline.
12.4 Prepare addenda for review and approval by City. City will distribute.
12.5 If bids are 10% over or under the "engineers estimate", Consultant will be required to provide a detailed evaluation explaining differences. Then the documents will be modified and re-bid at no additional cost to City.

13. POST DESIGN SERVICES:

13.1 Pre-Construction Assistance
a. Consultant must attend the pre-construction meeting (IF REQUIRED).
13.2 Engineering or Architectural Design Services During Construction
b. Attend Construction Meetings, as needed
c. Respond to Requests for Information (RFI's), as needed
i. Consultant must review, evaluate, and respond to any contractor Requests for Information (RFI's) forwarded by the CM Firm for design review.
d. Respond to Shop Drawing Submittals, as needed
i. Consultant must review, evaluate, and respond to any Contractor Shop Drawing submittals forwarded by the CM Firm for design review.
13.3 Record Drawings
a. Transfer red-line comments to City's construction plans to create record drawings.
b. Provide resident engineer and/or architect and/or landscape architect stamp/certification on record drawings cover sheet. Ensure all required signatures on the cover sheet.

c. Provide and deliver record drawings in mylar, paper and digital pdf format to the City as required for as-built submittal process at city permit counter.

14. ADA DESIGN SERVICES:

14.1 Based on the list of ADA deficiencies provided by the City, provide SD, DD and Post Design Services to make the repairs required.

Prepare plans, elevations

ASSUMPTIONS, CLARIFICATIONS, AND EXCLUSIONS

1. Application fees for City reviews and permits will be paid by CITY.
2. The Owner's Allowance will only be utilized with prior written approval from the City representative.

EXHIBIT "B"
COMPENSATION AND FEES

PROJECT TITLE: BOYS AND GIRLS CLUB TENTATIVE IMPROVEMENT PROJECT
PROJECT #: BF2401.201
EXHIBIT 'B' – Lump Sum Cost Per Task

	TASK DESCRIPTION		SUBTOTAL
Task 1.0 Project Description & Scope of Construction			
Task 2.0 Assignment			
Task 3.0 Project Schedule			**$ 165.00**
3.1	Production Schedule	*$ 165.00*	
Task 4.0 Quality Control			**$ 900.00**
4.1	Quality Control Plan	*$ 900.00*	
Task 5.0 Preliminary Research			**$ 5,825.00**
5.1	Perform Document Search and Research	*$ 330.00*	
5.2	Investigate Existing Conditions	*$ 2,415.00*	
5.3	Survey	*$ 3,080.00*	
Task 9.0 Schematic Design (30%)			**$ 22,667.00**
8.1	Architecural Design	*$ 9,445.00*	
8.2	Structural Engineering (Schaefer)	*$ 4,070.00*	
8.3	MPE Engineering (LSW)	*$ 1,782.00*	
8.4	Cost Estimating (TBD)	*$ 7,370.00*	
Task 11.0 Construction Documents (90% & 100%)			**$ 55,480.00**
11.1	Architecural Design	*$ 17,310.00*	
11.2	Structural Engineering (Schaefer)	*$ 4,400.00*	
11.3	MPE Engineering (LSW)	*$ 21,120.00*	
11.4	Cost Estimating (TBD)	*$ 12,650.00*	
Task 12.0 Contractor Coordination / Bidding			**$ 3,450.00**
12.1	Architecural Design	*$ 2,240.00*	
12.2	Structural Engineering (Schaefer)	*$ 330.00*	
12.3	MPE Engineering (LSW)	*$ 880.00*	
Task 13.0 Post Design Services			**$ 18,800.00**
13.1	Architecural Design	*$ 12,860.00*	
13.2	Structural Engineering (Schaefer)	*$ 3,300.00*	
13.3	MPE Engineering (LSW)	*$ 2,640.00*	

Task 14.0 ADA Repairs Design				**$ 25,900.00**
14.1	ADA Revisions Civil Allowance	*$*	*12,980.00*	
14.2	ADA Revisions Architectural Allowance	*$*	*10,720.00*	
14.3	ADA Cost Estimating	*$*	*2,200.00*	
ALLOWANCES				**$ 15,000.00**
14.1	Owner's Allowance	*$*	*10,000.00*	
14.2	Owner's Allowance ADA	*$*	*5,000.00*	
	TOTAL COST:			**$ 148,187.00**

EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.

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

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

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

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

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

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

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

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

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

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

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

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

3. Additional Policy Provisions Required.

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

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

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

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

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

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

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

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

3.2. *Insurance Cancellation During Term of Agreement.*

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

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

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

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

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

EXHIBIT "D"
SPECIAL CONDITIONS

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

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

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

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

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.

ENERGY SYSTEMS DESIGN, INC.
FEE AGREEMENT

Date:	February 15, 2024	**Project:**	Boys and Girls Club Tempe
ESD Proposal No.:	P24-064	**Square Footage:** n/a	**City, ST:** Tempe, AZ

Between:	And:
Energy Systems Design, Inc.	**DFDG**
7135 East Camelback Road, Suite 275	4545 East McKinley Street
Scottsdale, Arizona 85251	Phoenix, AZ 85008
P: 480.481.4900 **F:** 480.481.4903	
ESD Project Contact: Halleh Landon	**Client Project Contact:** Chad Billings

Description of Work:

This project consists of mechanical, plumbing, and electrical engineering services for renovation and modifications to the Boys and Girls Club in Tempe per the attachments sent to us on 2/15/24. Scope details are as follows:

- Converting shower to ADA restroom.
- Red area in PDF: Modify existing interior space used as teen room. Will need to fully renovate this including lighting and AV. Left side of box is an outdoor patio with canopy. Need to assess the canopy to confirm it can serve as new enclosed roof (insulation, ceiling, duct, etc). There will be a larger opening between these two red boxes, likely a coiling door but not confirmed yet. Confirm if building HVAC has capacity or if new units are needed. New walls/footings on 3 sides to create enclosure.
- Pink and Green Area in PDF and existing conference room adjacent: New floor/roof to capture the added space, confirm HVAC and create larger lobby, conference space and reception desk.
- Budget is approximately $700k.

Scope of Work:

1. Two virtual meetings during the design phase to coordinate.
2. Site Verification of Existing Conditions.
3. Construction Documents prepared in Autocad format.
4. Electrical design associated with power additions and relocations.
5. Electrical design associated with rework of lighting in associated spaces.
6. Mechanical design associated with rework of the spaces. Additional units will be evaluated.
7. Specifications will be sheet specs on the drawings. We have not included time for book specifications.
8. ESD will assist with questions/clarifications during bidding phase.
9. Construction Administration includes RFI's, shop drawings and record drawings based on contractor redlines. If panel changes have been made, associated circuitry revisions shall also be provided. Site visits can be provided at $900 per visit.

Assumptions:

1. As built drawings will be available for our review prior to field work.
2. The existing mechanical, plumbing and electrical serving the building will be adequate to serve the renovations.

Exclusions:

1. Architectural, structural, roofing, or other consulting services not provided by ESD.
2. Scope in any other Building or the remainder of the building at this time.
3. Prepurchase specifications. The new equipment will be purchased by the successful contractor.
4. Our drawings will be prepared in Autocad format. We have not included any time for BIM or other three-dimensional modeling.
5. Energy Modeling, Commissioning, application for utility rebate, LEED® certification, etc.
6. If commissioning is required, ESD will provide these services on an hourly basis at our standard billing rates.

Engineering Fee:

SD	$1,620.00
CD	$19,200.00
BIDDING	$800.00
CA	$2,400.00
Total	**$24,020.00**

Reimbursable Expenses will be billed in accordance with the attached Terms and Conditions.

Please sign and return this fee agreement in order to engage ESD in the above detailed services.
Work will commence upon receipt of the signed fee agreement.

Offered By: Energy Systems Design, Inc. **Accepted By:**

Provided By: Halleh Landon **By:** **Date:**

Title: Sr. Principal **Title:**

TERMS AND CONDITIONS

Energy Systems Design, Inc. referred to herein as ESD, shall perform the services outlined in this agreement for the stated fee arrangement. Any agreement, which is not accepted within ninety (90) days, is void as to fees quoted unless specifically reconfirmed in writing by ESD.

Fee: The total fee, except stated lump sum, shall be understood to be an estimate, based upon the Scope of Services, and shall not be exceeded without written approval of the Client. Where the fee arrangement is based upon an hourly basis, or extra work is required due to a change in project scope, the hourly rates shall be those that prevail at the time services are rendered. Current calendar year rates for this agreement are as follows:

Chief Engineer:	$300.00	Sr. Project Engineer:	$180.00	Designer I:	$120.00
Sr. Principal Engineer:	$260.00	Project Engineer, Designer III:	$160.00	Administrative:	$110.00
Principal Engineer:	$200.00	Engineer I, Designer II:	$140.00		

Printing, deliveries, subcontractor fees, and other reimbursable expense will be charged at cost plus 15%.
In-house plotting will be billed @ $1.00/sf and mileage @ $.62/mile.

Dispute Resolution: All disputes, including claims and counterclaims, shall be resolved by mediation, followed by, if necessary, binding arbitration, both according to the rules of the American Arbitration Association. In the event suit is brought (or arbitration instituted) or an attorney is retained by any party to this Agreement to enforce the terms of this agreement or to collect any money due hereunder, or to collect money damages for breach hereof, the prevailing party shall be entitled to recover in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.

Billings/Payments: Invoices for ESD's service shall be submitted, either upon completion of such services or on a monthly basis. Fees shall be payable within 45 days after the invoice date, or 10 days after Client receives payment from the Owner, whichever occurs first. If the invoice is not paid promptly within 45 days, ESD may without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the services. Retainers shall be credited on the final invoice. *Late Payments*: Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance (18% annual rate) at the sole discretion of ESD. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney fees.

Indemnification: The Client and ESD mutually agree, to the fullest extent permitted by law, to indemnify and hold each other and each other's employees, agents, consultants, and anyone whose acts may be attributable to them harmless against any and all damages, liabilities, injuries, claims or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts in the performance of their services under this Agreement, but only to the extent that each party is found responsible for such damages, liabilities and costs on a comparative basis of fault by a court or arbitrator of competent jurisdiction provided the process of mediation did not provide resolution.

Risk Allocation: In recognition of the relative risks, rewards and benefits of the project to both the Client and ESD, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, ESD's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses, including any attorneys' fees, costs, expert witness fees and costs, and other costs of defense arising out of this Agreement from any cause or causes, shall not exceed five times ESD's fee or $250,000, whichever is more. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Termination of Services: This agreement may be terminated by the Client or ESD should the other fail to perform its obligations herein. In the event of termination, the Client shall pay ESD for all services rendered to the date of termination and all reimbursable expenses. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement; and the remaining portions of the Agreement shall remain in full force and effect.

Ownership of Documents: All documents produced by ESD under this agreement shall remain the property of ESD and may not be used by the Client for any other endeavor without the written consent of ESD. Any use, reuse or CADD adaptation of documents produced by ESD, on behalf of the Client without the express written consent by ESD for the specific purpose intended will be at the Client's risk and full legal responsibility. Each party hereto agrees to do all such things and take all such actions and to make, execute and deliver such other documents and instruments as shall be reasonably requested to carry out the provisions intent and purpose of this Agreement

Guarantees and Warranties: ESD shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence ESD cannot ascertain. ESD does not, either by entering into this Agreement or otherwise, make any warranty, either express or implied, as to any findings, recommendations, evaluations, assessments, observations, plans, specifications, pre-qualification efforts, performance verifications, or advice of ESD. Owner/Client acknowledges that Owner/Client has worked in collaboratively with ESD concerning ESD's provision of services pursuant to this agreement and has been active in all decisions concerning such services.

Access to Site: Unless otherwise stated, ESD shall have access to the site for activities necessary for the performance of the services. ESD will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Notices: Any notice to any party under this Agreement shall be in writing and shall be effective on the earlier of (i) the date when received by such party, or (ii) the date which is three (3) days after mailing by certified or registered mail.

Governing Law: This agreement shall be deemed to be made under and shall be construed in accordance with and shall be governed by the laws of the State of Arizona and for this purpose each party hereby expressly and irrevocably consents to the jurisdiction of said court.

February 20, 2024

schæfer CONNECT

Chad Billings AIA, LEED-AP BD+C, WELL AP

DFDG Architecture
4545 East McKinley Street
Phoenix, AZ 85008

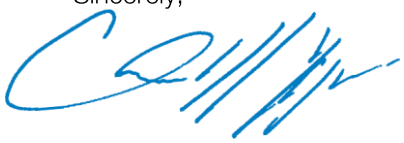
Re: Boys and Girls Club TI- rev
Schaefer Number: 23-2291

HELLO!

We are pleased to offer our services for structural engineering design efforts necessary for addressing the existing building improvements as defined in the areas outlined in the 'Scoping Layout' and email summary you provided us on December 12, 2023.

We appreciate the opportunity to submit this proposal to you and we look forward to working with you on this project. Please review this proposal closely for the scope of services that we plan to provide and contact us if the scope or the associated fee is not in line with your expectations.

Sincerely,



Chris Harper PE SE
Principal

Enclosure

schaefer-inc.com
300 West Clarendon Avenue, Suite 141
Phoenix, Arizona 85013
800.542.3302

PROJECT DESCRIPTION

schaefer

The following is a description of the project as Schaefer understands it to be:

The project consists of completing some tenant improvements and building renovations to an existing facility. It is understood that a complete set of existing design documents will be available to review and verify all existing conditions.

- Enclose an existing canopy/outdoor space estimated at 1,200 sq ft sq ft:
    - reviewing structural impacts to existing framing members and the supporting foundations.
    - Providing new roll up door at existing building interface.
- New conference room addition est at 285 sq ft.
- Provide minor site improvement details to address ADA requirement as follows:
    - New typical site details only.- complete site plans not anticipated nor implied
        - Concrete stairs on grade
        - Typical handrail details.

Construction Type:

1. Foundation system assumed to be conventional spread footings at minimum frost depth. Slab on grade modifications/replacement is assumed to be soil supported and not require structural support.
2. Roof framing consists of steel roof deck and bar joists bearing on CMU walls.
3. Exterior cladding assumed to be brick veneer, wood or metal paneling or curtain wall.
4. Lateral force resisting system assumed to be intermediate reinforced CMU shear walls. Assumed site class “D” or better and Seismic Design Category is “C” or “B”.

SCOPE OF SERVICES

schaefer

Schaefer is registered to practice engineering in the state of Arizona and will perform the Structural Engineer of Record role. Our services include only the design of the Primary structural system unless otherwise indicated. The Primary Structural System is defined as the completed combination of elements which serve to support the building's self-weight, the applicable live load, snow load, and the wind and seismic loading applied to the building's lateral force-resisting system.

Our professional services for the project include the following:

Schematic Design Phase

1. Attend (Remote) design team meetings to discuss and assist in the development of initial design parameters
2. Review existing design/Drawing information for understanding structural impacts due to the existing building impacts.
3. Establish possible lateral and vertical force resisting systems based on the proposed building modifications to the existing building.
4. Prepare drawings with preliminary foundation and framing plans with overall dimensions and floor elevations.
5. Prepare preliminary outline specifications in the form of general structural notes.

Construction Document Phase

1. Prepare Construction Documents for the building's primary structural system for bid, permit and construction. See project description for assumed construction type.
2. Review specifications for primary structural sections provided by architect for inclusion in the specifications book, along with General Structural Notes included in the structural drawings.
3. Coordination efforts with all design team members, including attendance at up to (Remote) design team meetings.

Bidding or Negotiation Phase

1. Response to information and clarification requests by the Bidders, document addendums if required. Responses and clarifications are assumed to be minor, miscellaneous questions / clarifications (not value engineering proposals or major changes related to design intent).

Construction Phase

1. Response to information and clarification requests by the construction team.
2. Attend remote Construction meeting as requested or required. Note - Field Reports will not be issued for remote meetings.
3. Review of submittals for structural system components such as concrete mixtures, steel framing, wood truss and rebar placement.
4. Record Drawings- transfer redline comments to plans to create record set

COMPENSATION

schaefer

5. Complete up to 2 level 1 site Observations to observe the progress of construction or coordinate field issues, followed by written observation report as requested or required will be billed on a per trip basis.

Compensation for Basic Services Shall Be:
A lump sum fee for the structural work outlined in the scope of services shall be as follows:

Project Phase	Fee
Schematic Design Phase	$3,700
Construction Document Phase	$4,000
Bidding or Negotiation Phase	$300
Construction Phase	Hourly NTE $3,000
Total Fee	**$14,000**

Level 1 Site Observations as requested or required **$850/TRIP**
Includes up to two hours on site plus report.

Reimbursable Expenses
Reimbursable expenses shall be billed at a multiple of 1.1 times the cost incurred.

Additional Provisions
If Basic Services covered by this proposal have not been completed within 12 months of the date hereof, through no fault of Schaefer, the amounts of compensation set forth in this proposal shall be equitably adjusted.

FEE QUALIFICATIONS

schaefer

We expect that our services will be contracted under the terms of a contract that is acceptable to both parties. Schaefer's hourly rates will be billed for all other services beyond the outlined scope of services per Schaefer's previously agreed-upon rate schedule or a negotiated lump sum fee. These services may include but are not limited to the following:

1. Services related to the design and/or detailing of structure not listed above, such as alternate lateral load-resisting systems, substantially different or varied structural materials than indicated in assumed construction type, or architectural feature elements (canopies, signs, etc.) not indicated shown in the preliminary information provided to us.
2. Services related to the re-design or re-drawing of any portion of the building, after the end of the Schematic Design phase, for which we have already completed design or drawings, due to architect or owner changes from previous direction given to us.
3. Services related to the design and/or detailing of site work elements including but not limited to, retaining walls, mechanical vaults, manholes, mechanical equipment pads, light poles, light pole foundations, flagpoles, flagpole foundations, benches, fountains, pools, signs / wayfinding monuments and associated foundations, etc.
4. Services related to non-structural elements and their attachments, including but not limited to: exterior architectural cladding systems, interior architectural systems (e.g., cabinets, islands, etc.), stairs, handrails, railings, window washing systems and their tie downs, antennas/signs/flagpoles attached to the primary structure, ladders, grills, screens, mechanical, electrical and plumbing equipment, seismic bracing of architectural components and mechanical, electrical, and plumbing equipment, fall protection equipment/systems, etc.
5. Special Inspections during construction or additional site visits and observation reports.
6. Services related to the re-design or re-drawing of any portion of the existing building due to unforeseen conditions in the field. Code compliance, or constructability.
    a. It is understood the renovations are minor in nature and the review of the complete existing building structure is not required or requested.
7. Provide building review or design revisions for change of building use or occupancy.
8. Services related to the design of fixes for errors or omissions by the construction team.

APPENDICES

schaefer

Existing Building Condition Assessment
The levels of thoroughness of existing building condition assessment can vary greatly. Below are descriptions of options that can be provided.

LEVEL 1 - VISUAL OBSERVATION AND ASSESSMENT
This assessment is limited to conditions that can be detected by a reasonable visual observation, and any additional or special procedures noted below. Unless noted otherwise, the visual observation shall consist of a walk-thru of the area, and a closer examination of a few random accessible areas. This assessment is entirely visual and will identify obvious signs of structural deficiencies or distress. This type of assessment does not attempt to determine code compliance or structural adequacy.

This assessment may identify issues that require additional investigation which is beyond the scope of services.

The deliverable will be a letter style report documenting the conditions observed and recommendations (including additional assessment if appropriate).

The above limitations also apply to foundation investigations. If this investigation is to include the foundation, any observed conditions which could lead to a problem will be noted. There may be existing or potential problems that cannot be detected unless an excavation and/or soil borings are made which, unless noted, is outside the scope of this assessment.

2023 RATE SCHEDULE

schaefer

The following are the 2023 billing rates for Schaefer.

Engineers	Rates/Hour
Principal	$222.00
Senior Project Manager/Senior Engineer Manager	$209.00
Project Manager II/Senior Project Engineer II	$193.00
Project Manager I/Senior Project Engineer I	$162.00
Project Engineer	$142.00
Design Engineer II	$126.00
Design Engineer I	$117.00

Technical	Rates/Hour
Designer	$156.00
Senior Modeler	$142.00
Modeler II	$134.00
Modeler I	$105.00
Co-Op	$71.00

15169 N. Scottsdale, Suite 205.
Scottsdale
AZ 85254

Mobile 480 868 6326
www.tbdconsultants.com

February 8, 2024

Chad Billings, AIA, LEED-AP BD+C. WELL AP.
Principal.
DFDG
4545 E McKinley ST
Phoenix
Arizona 85008

Re: Boys and Girls Club Tenant Improvement – Conceptual & SD Estimate.
Fee Proposal for Cost Consulting Service. Rev 2.

Dear Chad,

We are pleased to offer Cost Consulting services for the above project.

We understand the existing Boys and Girls Club east campus in Chandler, Arizona requires tenant improvement of approximate 3,000 SF space. This includes the functional areas of the teen room, meeting room and front entrance.

TBD to provide a Conceptual, Schematic Design (SD) estimate, and Construction Document (CD) estimate option.

Project Location

300 East Chandler Blvd.
Chandler
Arizona 85225

Scope of Services

TBD fee proposal is based on providing three cost options to DFDG. The service will include cost estimates including one revision and two one-hour meetings for each milestone phase. The cost will be pertained to the local market rates with cross referring to the cost database to produce set estimate.
The cost estimate will be based upon information provided by DFDG.

Fees
We propose to provide the above services based on a **Not-To-Exceed Fee Basis**:

Conceptual Design Cost Option:

Three Conceptual Estimates	$ 2,700.00

- Senior Cost Manager 16 Hours.
- One revision per comments

Schematic Design Cost Option:

Baseline (SD) Estimate	$ 4,000.00

- Senior Cost Manager 22 Hours.
- One revision per comments

Alt Cost Option: ADA Upgrades (SD) Estimate	$ 2,000.00

- Senior Cost Manager 12 Hours.
- One revision per comments

Note: All estimate phases include meeting time within the billable hours.

Cost Alt Option:

Construction Documents (CD) Estimate	$ 11,500.00

- Senior Cost Manager 65 Hours.
- One revision per comments

The not-to-exceed fee is based upon a blended hour billable rate of $175/Hr.

The fees include expenses incurred in the preparation of any required documentation or reports.

Reimbursement expense fee has been excluded.

Our fees exclude travel costs. No anticipation of any travel is expected.

TBD cost estimating positional fee breakdown (Arizona only):

Cost Estimator:	$160/Hr.
Senior Cost Estimator:	$175/Hr.
Associate Principal:	$190/Hr.
Principal:	$220/Hr.

Notable Exclusions:

The following items are excluded from the scope in this fee proposal:

- Reconciliation with estimates by others.
- Site visits.
- Reviewing subcontractor bids.

Payment and Terms

We will issue a monthly invoice. Payment due thirty (30) calendar days after date of invoice.

Our proposal remains open for a period of thirty (30) days. After this time, we will be pleased to review the proposal, make any required amendments, and re-submit for your review and approval.

Work will be completed under the direction of Patrick Templeton.

We trust that we have interpreted your requirements correctly, if you have any questions or suggested amendments, please do not hesitate to contact the undersigned. If you would like to proceed with the above services, please complete and return the authorization below.

We look forward to working with you on this project.

On behalf of TBD Consultants

_____
Patrick Templeton
Senior Cost Consultant

On behalf of DFDG

Accepted by: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT “F”
FEDERAL REQUIREMENTS

N/A

CHANDLER arizona
Community of Innovation

City Council Memorandum Cultural Development Memo No. CP24-123

Date: April 04, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kim Moyers, Cultural Development Director
Dan Haskins, Capital Improvements Division Manager
From: Hafiz Noor, Construction/Design Project Manager
Subject: Professional Services Agreement No. CA2202.451, with Consultant Engineering, Inc., for Wall Street Improvements Construction Management Services

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Proposed Motion:

Move City Council award Professional Services Agreement No. CA2202.451 to Consultant Engineering, Inc., for Wall Street Improvements Construction Management Services, in an amount not to exceed $146,862.

Background/Discussion:

On June 15, 2023, City Council approved Phase 1 of the Wall Street Improvements project, consisting of the Arizona Public Service (APS) conversion of existing overhead power lines to underground utilities with joint trenching and additional transformers to allow for future redevelopment. The project is located between Chicago Street and Frye Road in Downtown Chandler.

This Construction Management Services Agreement is for Phase 2 of the project and includes a scope of work consisting of pre-construction assistance, construction management services, inspections, utility coordination, materials testing and record drawings. The improvements will enhance pedestrian and vehicular connectivity and safety. This project represents the final section of an important pedestrian pathway through Downtown Chandler, connecting Chandler Boulevard to Frye Road.

The Agreement time is 210 calendar days following Notice to Proceed. A related

Construction Agreement with DBA Construction, Inc., for the Wall Street Improvements, is also scheduled for this City Council meeting.

Evaluation:

The selection process was conducted in accordance with city policy and procedure and state law. This project is being performed under the On-Call Consultant Pre-Qualified List for Construction Management Services. Staff recommends approval of this agreement with Consultant Engineering, Inc., based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.4320.5219.0.6CA669	General Gov't Capital	Wall Street Improvements	$146,862	Y

Attachments

Project Agreement

Location Map

PROFESSIONAL SERVICES AGREEMENT
Construction Management Services
WALL STREET IMPROVEMENTS
Project No. CA2202.451
Council Date: April 4, 2024

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 **Consultant Engineering, Inc.**, an Arizona corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide **Construction Management Services** for **WALL STREET IMPROVEMENTS** project as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.

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

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

AGREEMENT

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

SECTION I--CONSULTANT'S SERVICES

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

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **210** 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 **$146,862** 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: Daniel Haskins, P.E. P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3335 Email: Daniel.haskins@chandleraz.gov	
With a copy to:	City of Chandler - Public Works & Utilities Department Attn: Scott Riter**,** Construction Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3328 Email: scott.riter@chandleraz.gov	
To Consultant:	**LEGAL COMPANY NAME:**	Consultant Engineering, Inc.
	Mailing Address:	PO Box 37167, Phoenix, AZ 85069
	Physical Address:	10625 N. 25th Ave, Suite 200, Phoenix, AZ 85029
	Statutory Agent Name:	John Patterson
	Statutory Agent Mailing Address:	PO Box 37167, Phoenix, AZ 85069
	Statutory Agent Physical Address:	10625 N. 25th Ave, Suite 200, Phoenix AZ 85029
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Brian Lizzet
	Title:	Project Manager/Principal
	Phone:	480.689.6472
	Email:	blizzet@cei-az.com

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A - Scope of Services / Schedule
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – Subconsultant Documents 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:

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"CONSULTANT"
CONSULTANT ENGINEERING, INC.

February 28, 2024
Signature Date

Brian Lizzet, PE, CCM
Print Name

Vice President
Title

blizzet@cei-az.com
Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

EXHIBIT "A"

CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
WALL STREET IMPROVEMENTS
FRYE ROAD TO CHICAGO STREET
CITY OF CHANDLER PROJECT NO. CA2202.451

PROJECT TASKS

1. PRE-CONSTRUCTION ASSISTANCE

A. Task 1.1 Preconstruction Assistance

i. Consultant must attend the pre-construction meeting. .

ii. Consultant must attend the pre-construction public meeting.

2. CONSTRUCTION MANAGEMENT

A. Task 2.1 Weekly Construction Meetings

i. Consultant must conduct weekly construction meetings. Each meeting includes agenda and minutes; Request for Information (RFI); Shop Drawing; Request for Information (RFI); Field Directive (FD); Material Certification; and Allowance Logs. Consultant assumes **16** weekly meetings will be held.

B. Task 2.2 CPM Schedule

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

ii. Consultant must review Contractor's monthly CPM schedule updates submitted with each payment application, identify CPM tasks behind schedule that may affect critical path items, project substantial and final completion dates and initiate correspondence to City regarding those tasks. Consultant assumes **3** reviews of updated CPM schedule.

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

i. Consultant must review, evaluate, and respond to Contractor Requests for Information (RFI's); and prepare and maintain a submittal log of all RFI's. Consultant assumes **10** RFI responses.

D. Task 2.4 Shop Drawing Submittals

i. Consultant must review, evaluate, and respond to Contractor shop drawing submittals; and prepare and maintain a submittal log of all shop drawing submittals. Consultant assumes a maximum of **10** reviews.

E. Task 2.5 Requests for Proposal (RFP)

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

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F. Task 2.6 Field Directives (FD's)

i. Consultant must prepare Field Directive (FD) documents detailing requested additional work tasks; review and evaluate Contractor FD responses with approval recommendations; and prepare and maintain a submittal log list of all FD's. Consultant assumes **5** FD's.

G. Task 2.7 Contractor Payment Applications

i. Consultant must review and evaluate Contractor monthly payment applications and make recommendation for payment; maintain a weekly record of constructed pay quantities and compile monthly totals; and coordinate payment application with the City quantity report and the inspectors' daily logs. Consultant assumes **4** payment applications, with **2** reviews each.

H. Task 2.8 Public Outreach

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

3. CONSTRUCTION INSPECTION

A. Task 3.1 Inspection Services

i. Consultant must provide weekly construction inspection to verify materials and installations conform to construction documents; prepare daily inspection reports documenting Contractor construction activities and progress during field inspection visits; and perform intermittent erosion control inspections. Consultant assumes **1** inspector half time, **20** per week for **4** months.'

ii. Consultant assumes **34** total hours of over-time for **4** months.

iii. Consultant proposes 1 Project Supervisor (with significant City of Chandler experience) to provide oversight to the half time inspector at **4** hours per week for **16** weeks.

B. Task 3.3 Project Closeout

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

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

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

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

4. UTILITY COORDINATION

i. Consultant will coordinate with various utility agencies throughout construction.

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5. MATERIALS TESTING

A. Task 5.1 Quality Control (QC) Test Program

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

B. Task 5.2 Quality Assurance (QA) Test Program

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

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

6. RECORD DRAWINGS

A. Task 6.1 Record Drawings

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

ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

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

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EXHIBIT "B"
COMPENSATION AND FEES

EXHIBIT "B"
CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
FEE SCHEDULE

Task	Description	Cost
1	**PRE-CONSTRUCTION ASSISTANCE**	
1.1	Pre-Construction Assistance	$ 1,040.00
1.2	Attend the Public Outreach Meeting	$ 1,620.00
	SUBTOTAL TASK 1:	**$ 2,660.00**
2	**CONSTRUCTION MANAGEMENT**	
2.1	Weekly Construction Meetings	$ 9,840.00
2.2	CPM Schedule	$ 1,180.00
2.3	Requests for Information (RFI)	$ 9,360.00
2.4	Shop Drawing Submittals	$ 8,920.00
2.5	Requests for Proposal (RFP)	$ 4,140.00
2.6	Field Directive (FD)	$ 4,140.00
2.7	Contractor Payment Applications	$ 2,460.00
2.8	Public Outreach	$ 2,290.00
	SUBTOTAL TASK 2:	**$ 42,330.00**
3	**CONSTRUCTION INSPECTION**	
3.1	Inspection Services	$ 54,065.00
3.3	Project Closeout	$ 5,650.00
	SUBTOTAL TASK 3:	**$ 59,715.00**
4	**UTILITY COORDINATION**	
4.1	Utility Coordination	$ 4,800.00
	SUBTOTAL TASK 4:	**$ 4,800.00**

5	**MATERIALS TESTING**	
5.1	QC Test Program	$ 2,290.00
5.2	QA Test Program	$ 2,290.00
	SUBTOTAL TASK 5:	**$ 4,580.00**
6	**RECORD DRAWINGS**	
6.1	Record Drawings	$ 7,350.00
	SUBTOTAL TASK 6:	**$ 7,350.00**
SUBCONSULTANTS		
Quality Testing, LLC		$ 15,427.00
		$ -
	SUBTOTAL SUBCONSULTANTS:	**$ 15,427.00**
ALLOWANCES		
Direct Expense Allowance		
Owner's Allowance		$ 10,000.00
	SUBTOTAL ALLOWANCES:	**$ 10,000.00**
	PROJECT TOTAL:	**$ 146,862.00**

		Project Manager	Resident Engineer	Project Supervisor	Inspector	Inspector-OT			< PROJECT ROLE	
		Brian Lizzet	Pat Mahoney	John Helton	Ryan Warling	Ryan Warling			< NAME OF PERSON	
		$ 220.00	$ 185.00	$ 135.00	$ 115.00	$ 172.50	$ -	$ -	< HOURLY RATES	
	TASK DESCRIPTION								TOTAL HOURS PER TASK	
Task 1	**Pre-construction Assistance**	**6**	**6**	**0**	**2**	**0**	**0**	**0**		**14**
1.1	Attend the Pre-construction Assistance	2	2		2				*6*	
1.2	Attend the Public Outreach Meeting	4	4						*8*	
Task 2	**Construction Management**	**24**	**174**	**36**	**0**	**0**	**0**	**0**		**234**
2.1	Weekly Construction Meetings	8	32	16					*56*	
2.2	CPM Schedule	2	4						*6*	
2.3	Request for Information's (RFI's)	4	40	8					*52*	
2.4	Shop Drawing Submittals	2	40	8					*50*	
2.5	Request for Proposal (RFP)	2	20						*22*	
2.6	Field Directives (FD's)	2	20						*22*	
2.7	Contractor Payment Applications	2	8	4					*14*	
2.8	Public Outreach	2	10						*12*	
Task 3	**Construction Inspection**	**5**	**10**	**84**	**344**	**34**	**0**	**0**		**477**
3.1	Inspection Services			64	344	34			*442*	
3.3	Project Closeout	5	10	20					*35*	
Task 4	**Utility Coordination**	**5**	**20**	**0**	**0**	**0**	**0**	**0**		**25**
4.1	Utility Coordination	5	20						*25*	
Task 5	**Material Testing**	**4**	**20**	**0**	**0**	**0**	**0**	**0**		**24**
5.1	Quality Control (QC) Test Program	2	10						*12*	
5.2	Quality Assurance (QA) Test Program	2	10						*12*	
Task 6	**Record Drawings**	**0**	**20**	**10**	**20**	**0**	**0**	**0**		**50**
6.1	Record Drawings		20	10	20				*50*	
	Total Hours:	**44**	**250**	**130**	**366**	**34**	**0**	**0**		**824**

PROPOSAL SUMMARY

PROJECT NAME : **WALL STREET IMPROVEMENTS**

SCOPE OF SERVICES: **Quality Control Testing**

LABOR FEES

CLASSIFICATION	LABOR TYPE	REG HOURS	REGULAR RATE	ASS'D % OT	OVERTIME HOURS	OVERTIME RATE(1)	EXTENDED LABOR COST
Project Manager	Direct	7	$ 124.00			$ 124.00	$ 868.00
Administrative Assistant	Direct	7	$ 50.00			$ 50.00	$ 350.00
Field Technician	Direct	120	$ 75.00			$ 112.50	$ 9,000.00
			$ -				
Lab Technician	Indirect	51	$ -				

(1) Regular Rate X Overtime Premium of 1.5

SUBTOTAL DIRECT LABOR $ 10,218.00

VEHICLE AND PER-DIEM CHARGES

DESCRIPTION	NO. UNITS	UNITS	UNIT PRICE	EXTENDED VEHICLE AND PER-DIEM
Trip Charge	30	EA	$ 38.00	$ 1,140.00

SUBTOTAL VEHICLE AND PER-DIEM CHARGES $ 1,140.00

OTHER PROJECT DIRECT CHARGES

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

SUBTOTAL OTHER PROJECT DIRECT CHARGES $ -

LAB TESTING FEES

DESCRIPTION	NO. UNITS	UNITS	UNIT PRICE	EXTENDED LABORATORY FEES
301 - Compressive Strength - Cylinder (1/100 CY)	80	EA	$ 18.00	$ 1,440.00
305 - Compressive Strength - Prism (1/100 CY)		EA	$ 22.00	$ -
306 - Compressive Strength - Cube (1/100 CY)		EA	$ 22.00	$ -
410 - Atterberg Limits (1/Material Type)	3	EA	$ 85.00	$ 255.00
413 - Proctor - Std. Method (1/Material Type)	3	EA	$ 120.00	$ 360.00
416 - Sieve Analysis (1/Material Type)	3	EA	$ 75.00	$ 225.00
504 - AC Furnace Calibration	1	EA	$ 699.00	$ 699.00
505 - AC Content w/ Gradation (1/500 TN)	2	EA	$ 200.00	$ 400.00
425 One Dimensional Swell (1/Material Type)		EA	$ 150.00	$ -
509 - Gyratory Bulk Density (1/500 TN)	2	EA	$ 190.00	$ 380.00
509 - Maximum Specific Gravity (Rice) (1/500 TN)	2	EA	$ 155.00	$ 310.00
501 - AC Core Density (1/1000 TN)		EA	$ 25.00	$ -

TOTAL LABORATORY TESTING FEES $ 4,069.00

TOTAL ESTIMATE OF ALL FEES $ 15,427.00

Jaye Richardson, Sr. Project Manager
Estimator

April 13, 2023
Date

SCHEDULED PROJECTED MAN-HOURS

PROJECT NAME : **WALL STREET IMPROVEMENTS** CONSULTANT : **QT** DATE: **April 13, 2023**

ESTIMATED FTEs IN THE MONTH

PROJECT PERSONNEL / SUB CONSULTANT MAN-HOURS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	SUBTOTAL REGULAR HOURS	% OT	SUBTOTAL O/T	TOTAL
MAY 2023 through APR 2025	M-23 22	J-23 22	J-23 20	A-23 23	S-23 20	O-23 22	N-23 21	D-23 20	J-24 21	F-24 20	M-24 21	A-24 22	M-24 22	J-24 20	J-24 22	A-24 22	S-24 20	O-24 23	N-24 19	D-24 21	J-25 21	F-25 19	M-25 21	A-25 22				
Project Manager	0.01	0.01	0.01	0.01																					7 m-h	0%	m-h	7 m-h
Administrative Assistant	0.01	0.01	0.01	0.01																					7 m-h	0%	m-h	7 m-h
Field Technician	0.16	0.18	0.18	0.18																					120 m-h	0%	m-h	120 m-h
																									m-h	0%	m-h	m-h
Lab Technician	0.07	0.07	0.07	0.08																					51 m-h	0%	m-h	51 m-h
9																												
TOTAL FTEs (DIRECT LABOR ONLY)	0.02	0.02	0.02	0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14 m-h	0%	m-h	14 m-h
TOTAL FTEs (DIRECT LABOR & VEHICLE)	0.16	0.18	0.18	0.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	120 m-h	0%	m-h	120 m-h
TOTAL FTEs (INDIRECT LABOR ONLY)	0.07	0.07	0.07	0.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	51 m-h	0%	m-h	51 m-h
TOTAL FTEs (SUBCONTRACTED LABOR)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	m-h	0%	m-h	m-h
TOTAL FTEs (ALL LABOR CLASSES)	0.25	0.27	0.27	0.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	185 m-h	0%	m-h	185 m-h
TOTAL ACTUAL POSITIONS	4	4	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				16
TOTAL VEHICLES	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				4

SCHEDULED PROJECTED MAN-HOURS

PROJECT NAME : **WALL STREET IMPROVEMENTS** CONSULTANT : **QT** DATE: **April 13, 2023**

ESTIMATED FTEs IN THE MONTH

PROJECT PERSONNEL / SUB CONSULTANT MAN-HOURS	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	SUBTOTAL REGULAR HOURS	% OT	SUBTOTAL OT HOURS	TOTAL HOURS
MAY 2025 through APR 2027	M-25	J-25	J-25	A-25	S-25	O-25	N-25	D-25	J-26	F-26	M-26	A-26	M-26	J-26	J-26	A-26	S-26	O-26	N-26	D-26	J-27	F-27	M-27	A-27				
	21	21	22	21	21	23	18	22	20	19	22	22	20	22	22	21	21	22	19	22	19	19	23	22				
																									m-h	0%	m-h	m-h
																									m-h	0%	m-h	m-h
																									m-h	0%	m-h	m-h
																									m-h	0%	m-h	m-h
																									m-h	0%	m-h	m-h
ABOVE PERIOD - MONTHLY FULL TIME EQUIV. (FTEs)																												
TOTAL FTEs (DIRECT LABOR ONLY)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	m-h	0%	m-h	m-h
TOTAL FTEs (DIRECT LABOR & VEHICLE)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	m-h	0%	m-h	m-h
TOTAL FTEs (INDIRECT LABOR ONLY)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	m-h	0%	m-h	m-h
TOTAL FTEs (SUBCONTRACTED LABOR)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	m-h	0%	m-h	m-h
TOTAL FTEs (ALL LABOR CLASSES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	m-h	0%	m-h	m-h
TOTAL ACTUAL POSITIONS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				0
TOTAL VEHICLES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				0

EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.

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

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

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

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

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

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

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

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

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

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

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

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

3. Additional Policy Provisions Required.

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

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

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

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

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

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

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

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

3.2. *Insurance Cancellation During Term of Agreement.*

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

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

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

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

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

EXHIBIT “D”
SPECIAL CONDITIONS

N/A

EXHIBIT "E"
SUBCONSULTANT DOCUMENTS WITH CONSULTANT

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

COST ESTIMATE SUMMARY

SUB CONSULTANT : QT

PROJECT NAME : WALL STREET IMPROVEMENTS

PROJECT OWNER: City of Chandler

PROJECT NUMBER: CA2202.401

GENERAL INFORMATION / ASSUMPTIONS

BASIS OF ESTIMATE

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

Assumptions of Production:
We have assumed a total of up to **30 trips (or 120 hours) for materials testing services on this project.** This is proposed as an assumed on-call time and materials basis. Any work or site visits that are outside those specified in the cost breakdown are beyond the scope of this project and subject to additional charges based on the referenced hourly or unit rates.

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

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

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

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

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

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

COST ESTIMATE SUMMARY

SUB CONSULTANT : QT

PROJECT NAME : WALL STREET IMPROVEMENTS

PROJECT OWNER: City of Chandler

PROJECT NUMBER: CA2202.401

GENERAL INFORMATION / ASSUMPTIONS

LABOR POSITIONS

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

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

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

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

QT CONTINGENCY SERVICES

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

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

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

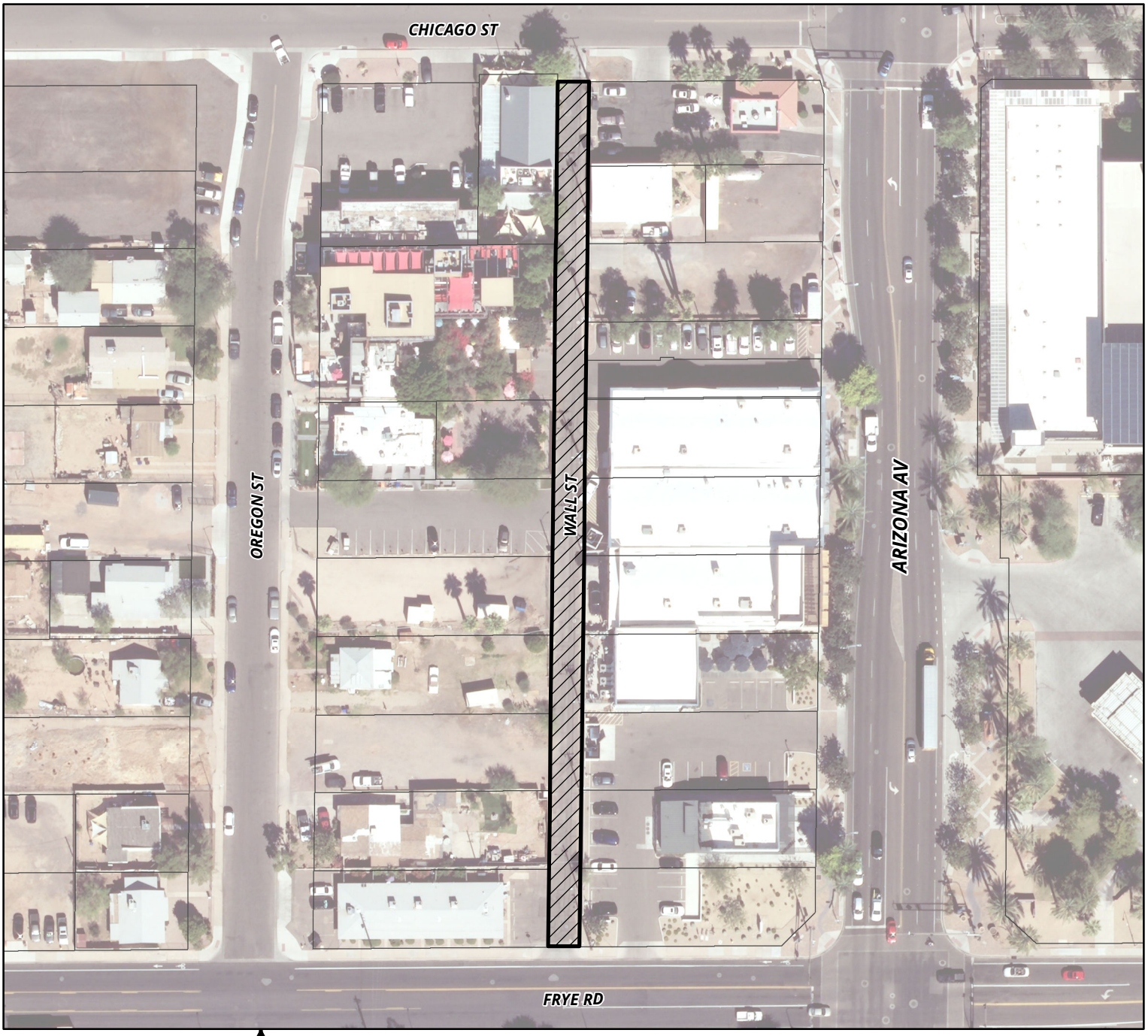
12 **Scheduling Cancellation:**
For any unforeseen circumstances where a site visit is canceled upon arrival onsite for scheduled activities, the client will be responsible for all charges associated with travel from portal to portal. These are considered services outside the originally defined materials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

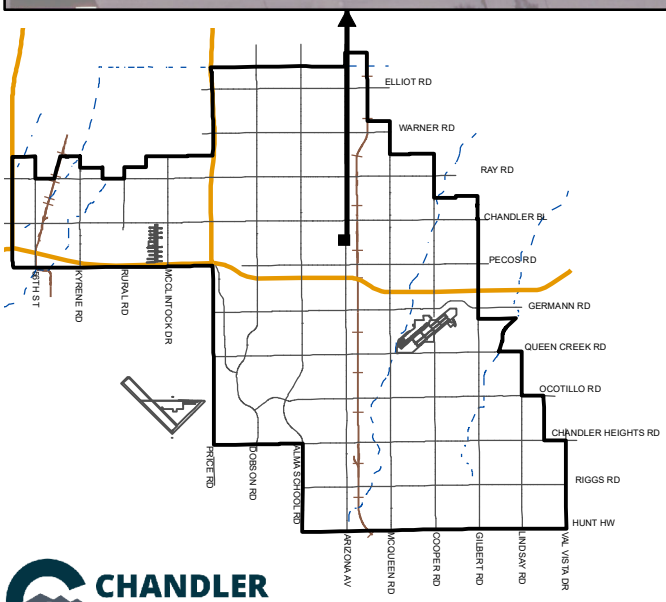
Jaye Richardson, Sr. Project Manager — 4/13/2023
Name — Date


Signature

EXHIBIT “F”
FEDERAL REQUIREMENTS

N/A





WALL STREET IMPROVEMENTS
CONSTRUCTION MANAGEMENT SERVICES
PROJECT NO. CA2202.451

MEMO NO. CP24-123

PROJECT SITE

CHANDLER arizona

NTS

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CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. CP24-130

Date: April 04, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
Daniel Haskins, CIP Engineering Senior Manager
From: Melanie Sikes, Senior Engineer
Subject: Professional Services Agreement No. WW2402.201, with Wilson Engineers, LLC, for the Loop 101/202 Redundant 66-inch Sewer Line Design Services

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Proposed Motion:

Move City Council award Professional Services Agreement No. WW2402.201, to Wilson Engineers, LLC, for the Loop 101/202 Redundant 66-inch Sewer Line Design Services, in an amount not to exceed $498,550.

Background/Discussion:

In February 2018, Chandler's potable water distribution system experienced a large water main break northeast of Price Road and the Loop 101/202 Santan Freeway interchange. This water line was accessed, repaired and recently put back into service. Findings from a subsequent water line assessment raised concerns about a large 66" sewer line that also exists adjacent to these water lines crossing under the freeway. This sewer line transmits wastewater flows from north Chandler south to the Ocotillo Water Reclamation Facility for treatment. This large sewer line was installed at the same time as the water main crossing during the construction of the freeway interchange. The city's 2018 Water, Wastewater, and Reclaimed Water Master Plan also analyzed this 66-inch sanitary sewer freeway crossing and system redundancy. The evaluation noted the lack of redundancy for the sanitary sewer sytem crossing the freeway from north to south and the need in the near future to rehabilitate the existing freeway sewer crossing.

This project includes the design of a redundant 66-inch sanitary sewer under the Loop 202 freeway, rehabilitating the existing 66-inch sanitary sewer, diversion

structures, and the 48-inch sanitary sewer north of Loop 202. The project scope of work consists of project management, data collection, utility coordination, design services, and permitting. The agreement completion time is 480 calendar days following Notice to Proceed.

Evaluation:

The selection process was conducted in accordance with city policy and procedure and state law. This project is being performed under the On-Call Consultant Pre-Qualified List for Water and Wastewater Services. Staff recommends approval of this agreement with Wilson Engineers, LLC, based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Fiscal Impact

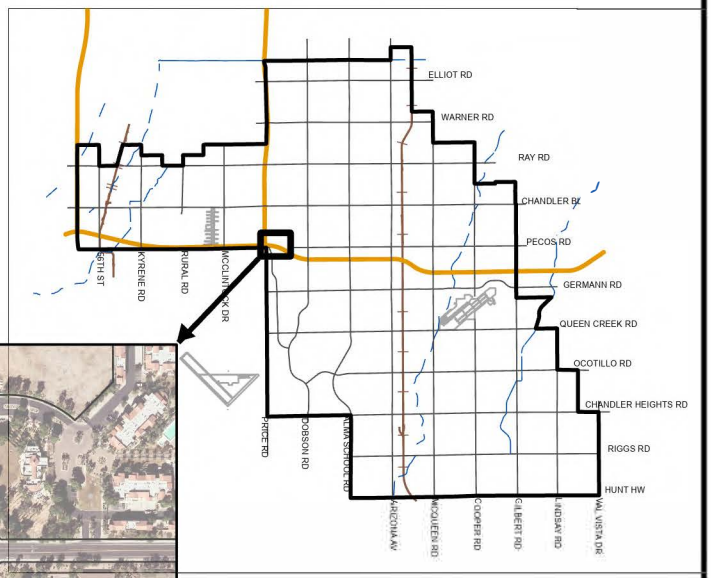
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
611.3910.6817.6WW266	Wastewater Bonds	Sewer Assessment & Rehabilitation	$498,550	Y

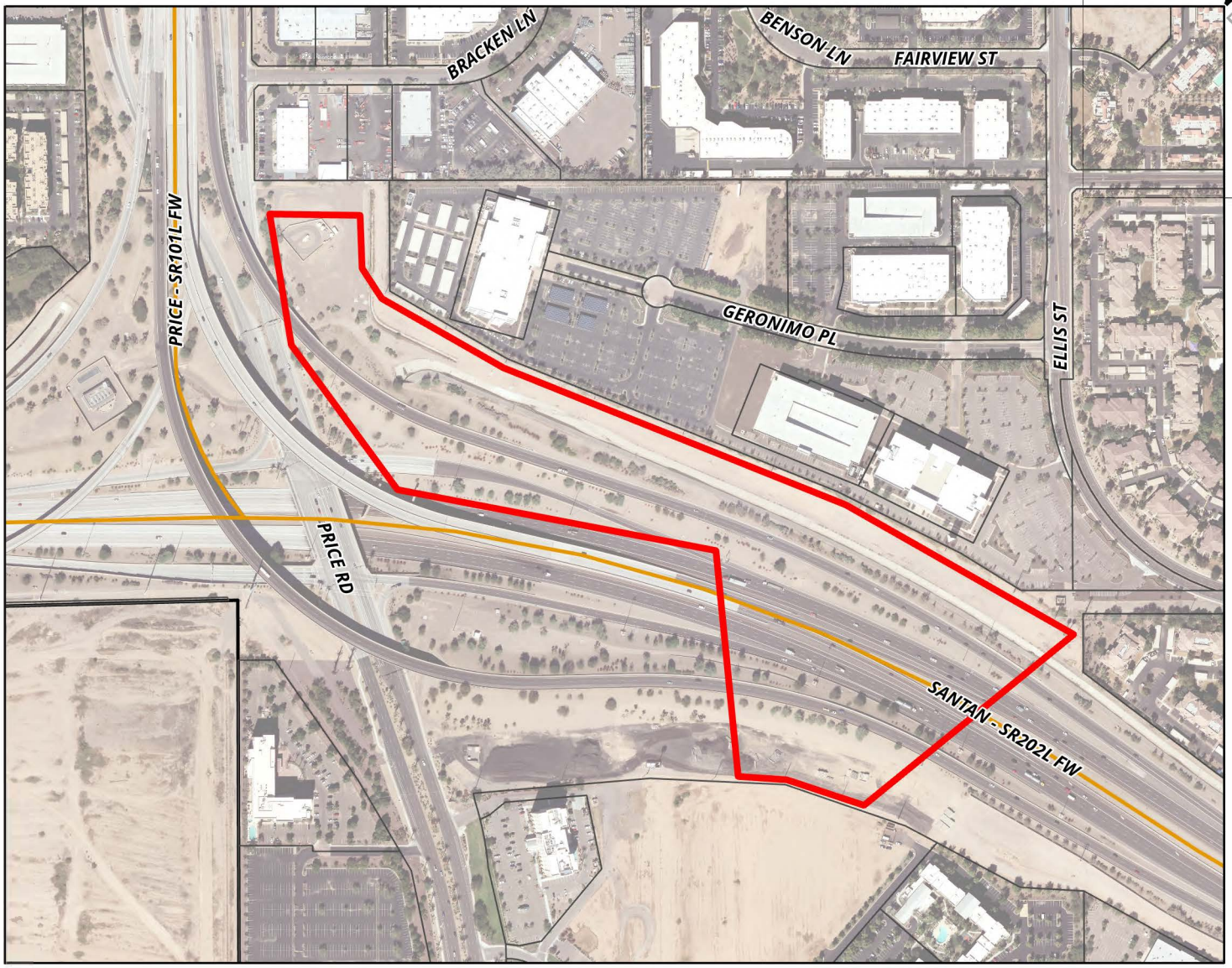
Attachments

Location Map

Agreement - Wilson Engineers, LLC

101/202 REDUNDANT 66-INCH SEWER LINE DESIGN SERVICES PROJECT NO. WW2402.201





MEMO NO. CP24-130

PROJECT LOCATION

NTS

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CHANDLER arizona
Community of Innovation

PROFESSIONAL SERVICES AGREEMENT
Design Services
101/202 REDUNDANT 66-INCH SEWER LINE
Project No. WW2402.201
Council Date: April 4, 2024

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 **Wilson Engineers, 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 **101/202 REDUNDANT 66-INCH SEWER LINE** 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 **480** 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 **$498,550** 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: Daniel Haskins, P.E. P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3335 Email: Daniel.haskins@chandleraz.gov	
With a copy to:	City of Chandler - Public Works & Utilities Department Attn: Melanie Sikes, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3395 Email: melanie.sikes@chandleraz.gov	
To Consultant:	**LEGAL COMPANY NAME:**	Wilson Engineers, LLC
	Mailing Address:	1620 W Fountainhead Parkway, Suite 501, Tempe AZ 85282
	Physical Address:	same
	Statutory Agent Name:	Steve Todd
	Statutory Agent Mailing Address:	1620 W Fountainhead Parkway, Suite 501, Tempe AZ 85282
	Statutory Agent Physical Address:	same
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Philip Noonan
	Title:	Principal
	Phone:	602-728-1043
	Email:	Phil.noonan@wilson-engineers.com

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

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

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

5.4 Termination. City and Consultant hereby agree to the full performance of the covenants contained herein, except that City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by Consultant. In the event City abandons or suspends the services, or any part of the services as provided in this Agreement, City will notify Consultant in writing and immediately after receiving such notice, Consultant must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, Consultant must deliver to City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by City. Consultant must appraise the work Consultant has completed and submit Consultant's appraisal to City for evaluation. City may inspect Consultant's work to appraise the work completed. Consultant will receive compensation in full for services performed to the date of such termination. The fee will be paid in accordance with Section III 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 III of this Agreement nor as amended in accordance with Section "Alteration in Character of Work." City will make the final payment within 60 days after Consultant has delivered the last of the partially completed items and the Parties agree on the final fee. If City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

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

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

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

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

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

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

matter is merged and superseded.

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

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

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

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

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

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

Exhibit A - Scope of Services / Schedule
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – 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:

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney JMB

ATTEST:

City Clerk Seal

"CONSULTANT"
WILSON ENGINEERS, LLC

Signature 3/5/24 Date

Phil Noonan
Print Name

Principal
Title

Phil.Noonan@Wilson-engineers.com
Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

WILSON ENGINEERS

101/202 REDUNDANT 66-INCH SEWER LINE

EXHIBIT "A"
SCOPE OF DESIGN SERVICES/SCHEDULE

February 26, 2024

1. PROJECT DESCRIPTION & SCOPE OF CONSTRUCTION:

Consultant (Engineer) will provide services for the design, permitting, and development of construction documents for a redundant 66-inch diameter gravity sewer line that crosses the Loop 101 and 202 Freeway. The 66-inch diameter gravity sewer line segment is approximately 800 linear feet in length of which 650 feet will be routed within a steel casing as it crosses the Loop 101 and 202 Freeway. In addition, this project includes rerouting of several 48-inch diameter gravity lines that are approximately 2,000 LF in length. The design will include a total of 4 junction structures for connecting the existing gravity lines to the proposed redundant 66-inch gravity line. Further, the project services will include lining of approximately 2,050 LF of 48-inch diameter sewer, 900 LF of 30-inch diameter sewer, and 800 LF of the existing 66-inch diameter sewer that crosses the Loop 101 and 202 transition. Scope of services for the project are more specifically described herein below.

1.1 Project Scope Overview - This Scope of Services presents the tasks required for providing design of a redundant 66-inch diameter gravity line, associated 48-inch diameter sewer lines, diversion structures, and lining of a portion of the existing 30-inch, 48-inch and 66-inch diameter gravity lines. This project will include the following tasks;

a. Utilize the completed thirty percent conceptual design prepared by Wilson Engineers for the new 66-inch redundant gravity sewer design. In addition, design will be included for lining approximately 2,050 lineal feet of 48-inch and 800 lineal feet of 66-inch diameter gravity sewers, starting from the City's existing diversion structure adjacent to Price Road and the Loop 101 Freeway entrance and thru the existing 66-inch diameter gravity line that crosses the Loop 202 to the new junction structure that is being planned. Lining design also includes 900 linear feet of 30-inch diameter sewer line from the City's diversion structure and across the Loop 101 and ending near the AOT lift station. The design will include sewer connection details, pipe properties, pipe thickness, and potential construction costs. The redundant design concept will be documented as part of the design report.

b. Prepare plans and technical specifications for the redundant 66-inch sewer line and lining segments. Topographic and aerial survey from past efforts will be utilized in preparation of the plan and profiles of the redundant gravity sewer and lining segments. Utility information for the area and associated gravity lines will be shown. The construction documents for the redundant and lining segments will include;

   i. Plan and Profiles of the entire redundant and lining alignment

   ii. Steel liner details for crossing the Loop 101 and 202 Freeway along with coordination with boring contractors. Boring and steel casing development

will include coordination with the City of Chandler and all stakeholders, including the Construction Manager at Risk (CMAR) Contractor.

iii. Junction structure design along with structural details.

c. Coordinate with entities such as Public Works and Utilities, ADOT, SRP, and public utility entities.
d. Coordinate with City's CMAR
e. Engineer will provide all design services for the Project including, but not limited to, civil, mechanical, and structural pipe details.
f. The Engineer shall coordinate with the CMAR who will obtain the Geotechnical investigation report and pothole data.

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

1.3 Project Schedule - Engineer must perform the services within the times set forth in the Production Schedule included herein and made a part hereof by reference.

Engineer must adhere to the Production Schedule described herein and such schedule may not be modified or deviated from without written consent of City. Engineer must revise and submit for review an updated schedule whenever it is demonstrated that the time for completion of the Project Design or of any of the partial completion points listed in the schedule is delayed by two weeks or more. Such adjusted schedule will include a written explanation stating the reasons for the change and a plan for getting back on schedule. Engineer must take all reasonable actions necessary to get the project back on schedule and City will cooperate to assist Engineer.

2. PERIOD OF SERVICE (MILESTONES):

2.1 Following receipt of a "Notice to Proceed" with the design work, Engineer must complete the design and have final construction documents ready by May 2025.

2.2 Engineer must complete all services specified herein in accordance with the Project Schedule and progress milestones. In the event delays are experienced beyond the control of the Engineer, the completion date may be extended as mutually agreed upon by City and Engineer.

3. PROJECT MANAGEMENT SERVICES DURING DESIGN

The Engineer will perform project management services, must meet with City staff to ascertain the requirements of the Project and will arrive at a mutual understanding of such requirements as described in the following subtasks:

3.1 Conduct/Attend Meetings - The Engineer will conduct meetings and/or workshops with City staff to discuss specific technical aspects of the design; progress in the development of the design, drawings, and specifications; and related issues that may affect Project results. The Engineer will inform the City Project Manager of the progress via weekly

telephone discussions or email updates in addition to the listed meetings below. The meetings or workshops will consist of the following;

a. Project Kickoff Meeting
b. Weekly Updates – via email or conference call
c. Monthly progress and/or meetings with City staff (eight meetings)
d. Scheduled review meetings/workshops with City staff. A total of eleven meetings/workshops are anticipated which include;
    i. Boring and Steel Casing Workshop
    ii. Sixty Percent (60%) Progress Submittal Review Meeting
    iii. Ninety Percent (90%) Progress Submittal Review Meeting
    iv. Utility, SRP and ADOT coordination meetings (four meetings)
    v. Meetings with the City's CMAR Contractor for Cost Model and GMP review (three meetings)

The Engineer will prepare and distribute meeting agenda and document meeting results for each meeting and workshop.

4. PRELIMINARY DESIGN SERVICES

Conducting preliminary design services as a distinct project phase is intended to advance the Project by early determination of Project requirements, constraints, criteria, alternatives, decisions, and documentation. It is anticipated that an integral part of preliminary design services will not only assist the Project to its timely and successful completion and more fully meet the needs of the City, but also actually expedite it. Preliminary design information is necessary to adequately define the Project and for making subsequent scope recommendations, securing scope approval, and budget decisions.

Preliminary design should provide the following information in a manner, and at a level of detail, appropriate for a particular project's type, complexity, size, and site characteristics:

- Summary of basis of design, expected level of service desired, and prior planning efforts supporting the Project;
- Details related to the Project scope;
    - Documentation of Project requirements
    - Pipe diameter
    - Alignment analysis
    - Junction Structure Design
    - Design needs related to alignment and sewer materials to meet Project requirements.
- Evaluation of existing utility location and analysis of existing conditions;
- Construction cost based on the Project scope, site characteristics, and expected implementation schedule;

Preliminary design shall finalize the Project's basis of design prior to production of detailed construction drawings. The purpose for City review of preliminary design elements is to select the proposed detail concepts for the 101/202 Redundant 66-inch Sewer layout, junction structure concepts, pipe materials, steel casing design concept and any special construction requirements prior to production of final construction drawings.

4.1 Existing Conditions Data Collection - The Engineer will gather and analyze existing data and infrastructure relevant to the redundant gravity sewer line and lining design elements. Data is anticipated to include existing City water, sewer, and storm drain quarter section maps and record drawings, previous planning studies, previous inspection and assessment reports, pipeline condition assessment data and reports, master plans and studies, and other data pertinent to the project design that may be available. As for preliminary research before preparing the project design, Engineer will;

a. Perform a Document Search for utility as-builts.
b. Perform a Document search for rights-of-way.
c. Perform a Document search for survey ties and benchmarks.
d. Perform a Document search for City policies, regulations, standards, design manuals, and requirements, etc. relevant to project.
e. Research and/or obtain geotechnical reports and investigations, master plans, computer model data and field surveys.
f. Investigate existing conditions, make measured drawings, and verify accuracy of drawings or other information furnished by City.

4.2 Utility Research and Preliminary Mapping - The Engineer will coordinate with utility companies and gather mapping for existing utilities within the identified project corridors. The Engineer will be responsible for initial contact with utilities to request existing utility maps. The Engineer shall catalog and process utility mapping received. The Engineer will incorporate utility data into project base maps and perform the following tasks;

a. Research all utility companies/agencies and acquire all available as-built and utility records.
b. Coordination with utility companies and agencies must be in accordance with the latest version of the "Public Improvement Project Guide" (PIPG).
c. Identify utility conflicts during the initial stages of the design process.
d. Coordinate the design and installation of the utilities, which includes, but is not limited to, services for electric, communications, water, storm drainage, irrigation and sanitary systems, etc.
e. Easements for these utilities shall be identified early in the design stage of the project and necessary information provided to City's Real Estate Department to allow City to complete acquisition during the design phase.
f. Submit preliminary plans, specifications, and design calculations to utilities/agencies for review and use during their design for their service improvements or any necessary relocations.
g. Conduct utility meetings to coordinate relocations with utility/agency and establish relocation schedules.
h. Follow-up with the final design submittal for utility construction and coordination with the construction documents.
i. Incorporate the utility/agency private developer construction requirements into the construction documents.

4.3 Prepare Preliminary Design Report - The Engineer will prepare a Preliminary Design Report that shall summarize the redundant gravity sewer design along with the lining design and propose a specific course of action from an engineering perspective. The

preliminary design report will include documentation and analysis of the following project components:

a. Sewer redundant conceptual design
b. Sewer required diameter
c. Sewer pipe materials
d. Project constraints
e. Alignment and recommendation
f. Sewer design criteria
g. Sewer appurtenances design (junction structures, lining material, steel casing)
h. Right-of-Way, Easement, and ADOT requirements
i. Assumptions made in formulating basis of design

The preliminary design report will be submitted to the City for review and comment.

4.4 Prepare Final Design Report - The Engineer will prepare a final design report. The final design report will incorporate City comments and, if applicable, comments from the CM at Risk. The final design report will be sealed by a Professional Engineer registered in the State of Arizona.

5. PERMIT, REGULATORY AND SAFETY CONSIDERATIONS

The Engineer will obtain necessary permits for construction which shall include the following;

5.1 Maricopa County Department of Environmental Services (MCDES) - The Engineer will submit pre-final drawings and specifications for their review and comments. The Engineer will receive and respond to review comments from MCDES and incorporate necessary revisions into the drawings and specifications.

The Engineer will prepare and submit a completed application for "Approval to Construct" certificate including final drawings and specifications to MCDES for their approval. It is required that MCDES issue the "Approval to Construct" certificate prior to the start of construction.

6. DETAILED DESIGN DEVELOPMENT

The Engineer will prepare for City review as progress is made on Project design and preparation of construction drawings and specifications. Deliverables from the Engineer will be reviewed by the City and others during the design development period. The deliverables during design, termed "progress submittals", should be scheduled for submittal in accordance with the schedule prepared under Exhibit A.

The Engineer will prepare progress submittal packages when the design, drawings, and specifications are considered 60, 90 percent (%) complete and Final documents as described in this scope of services. An electronic pdf of the drawings and specifications will be submitted to the City for review. In addition, the Engineer will submit the design documents through the Accela process for 60%, 90% and Final Documents. The level of detail on the drawings in each progress submittal should be as given below unless the City needs other information to complete its review.

In an effort to streamline the progress submittal review process, the Engineer shall present the progress submittals to City Staff in the form of a MS PowerPoint Presentation or a comment review at the various submittal stages. The Engineer shall incorporate comments received from the City during the progress submittal review meetings.

6.1 Utility Coordination - The Engineer will complete utility coordination beyond the thirty percent that has already been completed. The Engineer shall add utility mapping received, identify potential conflicts with proposed infrastructure, providing design drawings and documentation for potential City coordination with utilities for relocation, and attendance at coordination meetings.

The Engineer will identify a list of utilities to be field located (potholed) if required to confirm location and depth. Pothole list will be developed in conjunction with the 60% Progress Submittal, and proposed pothole locations denoted on the 90% Progress Submittal. Potholes will be completed by the Contractor. It is assumed that the results of potholes will be stamped by a Land Surveyor registered in the State of Arizona and provided to the Engineer for incorporation into the construction documents.

6.2 Sanitary Sewer Sixty Percent (60%) Progress Submittal - The drawings and specifications for the redundant sewer and lining will be completed and have progressed where the design intent is established and must show the work in sufficient detail that the CMAR can recognize general building elements and requirements for construction. Based on the approved Preliminary Design Report Progress Submittal and any adjustments authorized by City in the program, schedule or construction budget, Engineer shall prepare for approval by City, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to structural, mechanical and civil, materials and such other elements as may be appropriate. When the design is approximately sixty percent (60%) complete, Engineer must do the following:

a. Perform code reviews and implement requirements into the design documents.
b. Engineer is required to review and complete the City's Constructability Review Checklist. All applicable checklist items are required to be incorporated in the design documents.
c. Value Engineer the design cooperatively with the entire design team and City's representatives. This effort will occur as early as effectively possible and consist of a focused meeting addressing: relationships of components, construction materials, and replacement alternatives.
d. Conduct a full document set (plans & specs) review in the presence of all consultants and City's representatives and any other stakeholders.
    i. Submit electronic pdfs of drawings and technical specifications to City's Project Manager for comment. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.
    ii. Schedule review meeting with plan check staff to discuss review comments. Clarify with the plan check staff what the design challenges are and decide the method in which they will be resolved.

The set of drawings will include a cover sheet and an index sheet.

a. Civil:
   i. All facilities are shown and located.
   ii. Plan and profile sheets are substantially complete.
   iii. Develop a survey control sheet. Design must utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans.
   iv. Prepare plans, elevations, sections, schedules and notes as required to fix and describe the project as to civil, structural, mechanical, and special systems.
   v. Selection of access portal locations are more defined (if applicable)
   vi. Access portal enlarged views including demolition and utilities (if applicable)
   vii. Identification of Temporary Construction Easements partially defined
   viii. Design calculations are complete
   ix. Draft specifications are assembled
   x. MOPO development started
b. Structural:
   i. Structural replacement details are partially complete (if applicable)
   ii. Design calculations are complete
   iii. Structural detailing is partially complete
   iv. Draft specifications are assembled

6.3 Sanitary Sewer Ninety Percent (90%) Progress Submittal - Drawings and details in all disciplines should be complete. Specifications should be essentially complete. Design calculations in all disciplines shall be essentially complete and checked. Comments on design, drawings and specifications from previous reviews must have appropriate responses before the 90% progress submittal is submitted. Comments from the 60% reviews by City staff, any constructability reviews, and review comments from regulatory agencies must have appropriate responses or actions.

The 90% progress submittal shall be used for permit approvals as necessary. Drawings will be stamped by a Professional Engineer registered in the State of Arizona as required for permit submittal, and marked "Agency Review Set"

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

a. Prepare plans, elevations, sections, schedules, notes and specifications as required to be able to construct the project in its entirety.
b. Cover sheet to be provided by City on diskette (AutoCAD 2018).
c. Provide City of Chandler with a copy of the AutoCAD files.
d. Conduct a full document set (plans & Specs) review in the presence of all consultants and City's representatives.

6.4 Sanitary Sewer Final (100%) Submittal - Drawings and specifications should be complete and accepted by the City. All construction documents should be complete and ready for construction pricing of the work. Submit construction documents to Development Services for permit. All plans, calculations and specifications will be stamped. The specifications will be 8-1/2" x 11" and in electronic format. Plans will be black line prints as well as on diskette Auto CAD 2018. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.

a. Pick-up plan review final comments and prepare stamped documents for reproduction.

6.5 Method of Planned Operation (MOPO) - The Method of Planned Operation is a plan or series of plans that describe how to take the Loop 101 and 202 Freeway sewer lines out of service and drain the pipe line for construction activities, maintain operation of the existing facilities during construction, and how to fill and bring the newly constructed gravity sewers on line. The Engineer will prepare a preliminary MOPO during preliminary design and follow up during detailed design with the specific MOPO activities. The design documents will incorporate MOPO items such as bypass pumping or temporary force mains.

The preliminary MOPO will identify areas of construction of the proposed facility that interfaces with the existing facilities. MOPO development will occur during preparation of drawings and specifications and will include the following:

a. Identification of construction interfaces with the existing facilities that affect existing operations.
b. Develop draft MOPO plans with input from CMAR, City operation and maintenance staff.
c. Consider possible effects on design from the draft MOPO plans.
d. Incorporate MOPO requirements into the drawings and specifications.
e. Conduct a site walk-through of each MOPO plan with City operation and maintenance staff. Confirm the MOPO durations, constraints, and shared responsibilities required to implement each MOPO plan.
f. Prepare final MOPO plans, in specification format, and any drawings to be included in the construction documents.

The draft MOPO plans for City review will be included in the 90% and Final Submittals. The final MOPO plans must have City approval and be included in the construction documents at final submittal.

7. COORDINATION WITH CONSTRUCTION MANAGER AT RISK (CMAR)

It is the City's intent to contract for construction services using the Construction Manager at Risk (CMAR) project delivery method. The CMAR will be contracted to provide design phase services and then during construction will provide all services required of a general contractor. The relationship between the CMAR and the Engineer is intended to be collaborative and proactive, both participating as advisors to the City during the design phase. The City wants to incorporate a contractor's perspective and input to the Project planning and design decisions and have the ability to select certain components of the Project for construction prior to full completion of

design.

Design Phase services by the CMAR may include:

- Provide a conceptual and progressively more detailed cost model to confirm budgets and guide design decisions;
- Provide detailed independent cost estimating and knowledge of market conditions;
- Provide a construction management plan and schedule;
- Provide alternate systems evaluation and constructability studies;
- Provide long-lead procurement studies and possibly initiate procurement of long-lead items;
- Assist in the permitting process;
- Provide procurement services for selection of subcontractors and suppliers;
- Prepare the Guaranteed Maximum Price (GMP) for construction;

7.1 Engineer's Coordination with CMAR - The Engineer's effort to coordinate with the CM at Risk will consist of:

a. Solicit CM at Risk input during design development as appropriate;
b. Assist in preparing traffic control plans;
c. Review CM at Risk prepared project schedule;
d. Review CM at Risk prepared construction estimates ;
e. Provide information for cost estimating;
f. Provide input to construction management plan and schedule;
g. Provide assistance with long-lead procurement activities;
h. Perform cost model reviews at 60%, and 90%.
i. Evaluate alternative systems suggested by CM at Risk;
j. Respond to constructability review comments;
k. Attend subcontractor pre-selection meetings conduct by CM at Risk;
l. Prepare addenda as required;
m. Assist and review during GMP development;
n. Perform GMP proposal review and prepare recommendation to City;
o. Assist City with review and development of the subcontractor/supplier selection process.
p. Coordinate proposed easement locations.

The City may request the CMAR to proceed with early construction of certain Project features before full Project design is complete and request a Guaranteed Maximum Price (GMP) for that portion of the work. The Engineer will prepare the appropriate construction documents for such work. Unless previously planned, this work will be considered outside the original scope of services and will be accounted for under a separate allowance item.

8. OTHER DIRECT COSTS AND ALLOWANCES

8.5 Reimbursable Expenses - Reimbursable expenses have been identified for this assignment as follows:

a. Mail and Courier
b. Printing/Reproduction
c. Scanning/Digitizing

d. Permit Review Fees – Assumes MCESD Review Fees only. Per MCESD review fee schedule, the sewer line is estimated at $4,000.

These items are considered project expenses that can be reimbursed by the City with a paid invoice or proof of purchase. Reimbursements are to contain no markups.

8.6 Owner's Allowance - The use of this allowance will only be allowed after written direction and authorization from the City.

END OF DOCUMENT

EXHIBIT "B"
COMPENSATION AND FEES

WILSON ENGINEERS

EXHIBIT "B-1"
Lump Sum Cost Per Task

TASK DESCRIPTION		SUBTOTAL	
3. Project Management Services During Design			**$ 66,760.00**
	Conduct/Attend Meetings	$ 66,760.00	
4. Preliminary Design Services			**$ 50,290.00**
	Existing Conditions Data Collection	$ 10,800.00	
	Utility Research and Preliminary Mapping	$ 13,860.00	
	Prepare Preliminary Design Report	$ 20,330.00	
	Prepare Final Design Report	$ 5,300.00	
5. Permit, Regulatory and Safety Considerations			**$ 7,770.00**
	Maricopa County DES Permit	$ 7,770.00	
6. Detailed Design Development			**$ 329,010.00**
	Utility Coordination and Clearances (Addition to 30%)	$ 13,080.00	
	Sixty Percent (60%) Progress Submittal	$ 135,590.00	
	Ninety Percent (90%) Progress Submittal	$ 101,140.00	
	Final (100%) Submittal	$ 74,380.00	
	Method of Planned Operations (MOPO)	$ 4,820.00	
7. Coordination with CMAR			**$ 20,220.00**
	Coordination with CMAR	$ 20,220.00	
8. Other Direct Costs and Allowances			**$ 24,500.00**
	Reimbursable Expenses	$ 4,500.00	
	Owners Allowance for Additional Services as Directed	$ 20,000.00	
	TOTAL COST:		**$ 498,550.00**

WILSON ENGINEERS

EXHIBIT "B-2"
Hours and Rates

TASK DESCRIPTION	Principal	Sr. PM	Sr. Engr.	Project Engineer / Prof	CADD Technicians	Admin	< PROJECT ROLE	TOTAL HOURS PER TASK
	Steve Todd	Phil Noonan, Chris Yarn (structural)	Harsha Sharma, Azeez Saliba	Brennon Harvey, Joseph McGoldrick	*Kam Casey, Diana E., Richard V.*	*Monica F., Paulina D. Mikayla R.*	*< NAME OF PERSON*	
	$ 265.00	$ 245.00	$ 190.00	$ 145.00	$ 115.00	$ 95.00	< HOURLY RATES	
3. Project Management Services During Design	**0**	**92**	**118**	**132**	**0**	**28**		**370**
Conduct/Attend Meetings (18 Meetings)	0	92	118	132	0	28	*370*	
4. Preliminary Design Services	**4**	**28**	**72**	**176**	**16**	**14**		**310**
Existing Conditions Data Collection	0	8	16	40	0	0	*64*	
Utility Research and Preliminary Mapping	0	8	24	48	0	4	*84*	
Prepare Preliminary Design Report	2	8	24	80	8	8	*130*	
Prepare Final Design Report	2	4	8	8	8	2	*32*	
5. Permit, Regulatory and Safety Considerations	**0**	**10**	**24**	**0**	**0**	**8**		**42**
Maricopa County DES Permit	0	10	24	0	0	8	*42*	
6. Detailed Design Development	**14**	**204**	**468**	**620**	**778**	**74**		**2158**
Utility Mapping (Addition to 30%)	0	8	16	24	40	0	*88*	
Sanitary Sewer Sixty Percent (60%) Progress Submittal	8	88	188	248	330	24	*886*	
Sanitary Sewer Ninety Percent (90%) Progress Submittal	4	66	132	192	248	26	*668*	
Sanitary Sewer Final (100%) Submittal	2	38	124	140	160	24	*488*	
Method of Planned Operations (MOPO)	0	4	8	16	0	0	*28*	
7. Coordination with CMAR	**0**	**16**	**40**	**60**	**0**	**0**		**116**
Engineer's Coordination with CMAR	0	16	40	60	0	0	*116*	
TOTAL HOURS:	**18**	**350**	**722**	**988**	**794**	**124**		**2996**

EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.

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

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

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

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

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

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

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

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

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

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

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

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

3. Additional Policy Provisions Required.

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

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

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

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

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

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

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

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

3.2. *Insurance Cancellation During Term of Agreement.*

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

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

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

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

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

EXHIBIT "D"
SPECIAL CONDITIONS

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

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

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

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

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

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.

N/A

EXHIBIT "F"
FEDERAL REQUIREMENTS

N/A

CHANDLER arizona
Community of Innovation

City Council Memorandum Public Works & Utilities Memo No. UA24-066

Date: April 04, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: Josef Kennis, Utility Plant Superintendent
Subject: Agreement No. PW4-962-4712, with Andrews Plumbing Services, Inc.; PM Plumbing and Mechanical, Inc.; and TALIS Construction Corporation, for Plumbing Services

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Proposed Motion:

Move City Council approve Agreement No. PW4-962-4712, with Andrews Plumbing Services, Inc.; PM Plumbing and Mechanical, Inc.; and TALIS Construction Corporation, for plumbing services, in a combined amount not to exceed $640,000, for a one-year term, April 11, 2024, through April 10, 2025, with the option of up to four one-year extensions.

Background/Discussion:

The Wastewater Collection Division maintains and repairs all city-owned sewer mains, as well as broken, crushed, or damaged sewer laterals located in the public right-of-way. On average, 38 sewer service repairs are performed annually. This contract will provide on-call plumbing services for the repair of sewer lateral and main lines within 48 hours of notification. The plumbing contractor will excavate the area, repair the damaged line, and restore landscaping to its original condition.

Evaluation:

On December 13, 2023, city staff issued Request for Proposal No. PW4-962-4712 for plumbing services. Notification was sent to all registered vendors. Six proposals were received from the following offerors:

1. Andrews Plumbing Services, Inc.

2. Crawford Mechanical Services, LLC
3. Ethos Building Services, LLC
4. PM Plumbing & Mechanical, Inc.
5. RKS Plumbing & Mechanical, Inc.
6. TALIS Construction Corporation

The evaluation committee evaluated all proposals and recommends award to Andrews Plumbing Services, Inc.; PM Plumbing and Mechanical, Inc.; and TALIS Construction Corporation, which submitted the most advantageous offers to the city in accordance with the evaluation criteria.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
615.3900.5219	Wastewater Operating	N/A	$500,000	N
605.3860.5219	Water Operating	N/A	$35,000	N
615.3960.5219	Wastewater Operating	N/A	$75,000	N
615.3970.5219	Wastewater Operating	N/A	$30,000	N

Attachments

Agreement - Andrews
Agreement - PM Plumbing
Agreement - Talis

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City Clerk Document No. _____

City Council Meeting Date: April 4, 2024

CITY OF CHANDLER SERVICES AGREEMENT
PLUMBING SERVICES
CITY OF CHANDLER AGREEMENT NO. PW4-962-4712

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Andrews Plumbing Services, Inc., an Arizona S-Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made _____, 2024 (Effective Date).

RECITALS

A. On or about December 13, 2023, the City issued a solicitation for plumbing services. Under the solicitation, the City proposes to enter into three related agreements to provide plumbing services in various amounts for the prices set forth in each plumbing services agreement. Although the amount and type of plumbing services purchased by the City may vary, the total sum for all three plumbing services agreements must not exceed $640,000.

B. City proposes to purchase plumbing services from Contractor as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

C. 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.

D. 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

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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 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 the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is one year, and begins on April 11, 2024, and ends on April 10, 2025, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION lV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees must not exceed the unit prices and amounts as more fully described in Exhibit B for performance approved and accepted by the City under this Agreement. 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.

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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.

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

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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 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

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owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any 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: Paul Galbreath
Title: Procurement Officer	Title: Vice President/Plumbing
Address: 175 S. Arizona Ave.	Address: 2221 W. Granada
Chandler, AZ 85225	Phoenix, AZ 85009
Phone: 480-782-2400	Phone: 602-763-2699
Email: raquel.mcmahon@chandleraz.gov	Email: paul@andrewsaz.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

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without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

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

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

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

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

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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. Contractor 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. The Contractor agrees to comply with these laws in performing this Agreement and to permit the City to verify such compliance.

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

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees 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.

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

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor 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

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the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.27 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a 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.

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

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

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

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

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

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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 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.

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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) 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.

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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.

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.

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

FOR THE CITY

By: _____

Its: _____Mayor_____
Mayor

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

FOR THE CONTRACTOR

By: Jon Phillips

Its: CEO

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EXHIBIT A TO AGREEMENT
SCOPE OF WORK

1. **SCOPE.** CONTRACTOR shall provide plumbing services to include repairs, replacement (or alterations) to sewer lines, storm drains, water lines, laterals and all fixtures, vents and devices common to the plumbing industry. CONTRACTOR shall provide repair to sewer mains and laterals generally ranging in size from 4" to 15" located in the public utility easement. Work shall include repairs of sewer and restoration of excavation site and video inspection of damaged area showing completed repairs on DVD or flash drive.

2. **RESPONSE TIME.** For non-emergency repairs, CONTRACTOR shall respond within four (4) hours of receiving call from CITY. For emergency calls, CONTRACTOR shall respond within two (2) hours of receiving call from CITY.

3. **WORK ESTIMATES AND COMPLETION TIME.**

3.1. **Emergency:** CONTRACTOR shall be required to provide either: 1) a price estimate and/or completion time estimate or 2) commence work with in the two (2) hour response time.

3.2. **Non-emergency:** CONTRACTOR shall be required to provide a price estimate and completion time estimate within two (2) days of response.

4. **HOURLY RATES.** CONTRACTOR shall charge hourly rates listed in Exhibit B. The hourly rates for labor and equipment shall be paid for time on scene only. No travel or mob/de-mob charges will be allowed. Any work on Saturdays, Sundays or holidays will require advance approval from CITY.

5. **REPLACEMENT PARTS.** CONTRACTOR shall charge the mark-up percentage listed in Exhibit B for any parts and supplies required for repair.

6. **SUBCONTRACTOR REPAIRS.** CONTRACTOR shall charge the mark-up percentage listed in Exhibit B for any subcontractors required to complete the repair.

7. **SUPERVISION BY THE CONTRACTOR.** CONTRACTOR shall supervise and direct all work. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures performed. CONTRACTOR shall employ and maintain on the work a qualified supervisor or superintendent, which shall be designated CONTRACTOR as CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of CONTRACTOR and all communications given to the supervisor shall be as binding as of given to CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

8. **INSPECTION.** Contract Administrator/designee may have CITY staff monitor the work site and report to the Contract Administrator/designee as to the progress of the Work, the manner in which it is being performed, and if material furnished and work performed by CONTRACTOR fails to fulfill the requirements of the Agreement. Contract Administrator/designee may direct the attention of CONTRACTOR to such failure or infringement but such inspection shall not relieve CONTRACTOR

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from any obligation to furnish acceptable materials or to provide completed work that complies with the Agreement.

In the case of any dispute arising between Contract Administrator/designee and the CONTRACTOR as to material furnished or the manner of performing work, Contract Administrator/designee shall have the authority to reject materials or suspend the work until the question and issue can be resolved.

9. **CLEANUP.** CONTRACTOR shall remove all debris and other materials from the work site after the completion of work. Contractor shall also restore the work site within the PUE to the condition prior to beginning work.

10. **PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK.** CONTRACTOR shall properly secure the work site and protect all finished or partially finished work.

11. **DISPOSAL OF WASTE.** CONTRACTOR shall be responsible for disposal of all waste and debris, etc. at a legal off-site location. ANY DISPOSAL OF WASTE PRODUCTS OR UNUSED MATERIALS SHALL CONFORM TO APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS. Copies of disposal documentation shall be provided to Contract Administrator/designee upon request.

12. **WRITTEN COMPLETION REPORTS.** CONTRACTOR shall submit a written completion report to Contract Administrator/designee within 30 days of completion of work, which details work completed. The report for pump repair shall include depth of setting, bowl size and make, tube and shaft size and make, depth of well water level and other pertinent information. **The report shall include a daily log that accounts for all hours and materials billed to the job.** CITY will not make payment prior to receiving this report.

13. **INVOICES.** Invoices must be itemized; lump sum invoices will not be accepted and will be returned for revisions.

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EXHIBIT B TO AGREEMENT
PRICING

PRICE PROPOSAL PAGE

ITEM	DESCRIPTION	UOM	UNIT COST
1	Plumber	Hour	$85
2	Plumber's helper	Hour	$79
3	Backhoe	Hour	$100/hr or $750/day
4	Jack Hammer	Hour	$10
5	Concrete Cutter	Hour	$10
6	Dump Truck	Hour	$375
7	Hydro-excavator	Hour	$225/hour or $750/day
8	Slip-lining 4" Pipe	per foot	$95
9	Video Inspection	Hour	$115
			Mark Up %
9	Over Time (percentage added to line 1 and 2 for hours worked on a Saturday or Sunday)	Mark Up Percentage	50%
10	Replacement Parts (percentage added to replacement parts)	Mark Up Percentage	35%
11	Subcontractor repairs (percentage added to subcontractor costs)	Mark Up Percentage	25%



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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.

D. *Builders' Risk/Installation Floater Insurance.* The Contractor bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the Contractor will purchase and maintain in force Builders' Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the contract price and all subsequent modifications. The Contractor's Builders' Risk/Installation Floater insurance must be primary and not contributory.
   1. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and Contractors' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk/Installation Floater insurance must provide coverage from the time any covered property comes under the Contractor's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.
   2. The Contractor must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk/Installation Floater insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or

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testing requirements in the performance of this Contract/Agreement. The Contractor will be responsible for any and all deductibles under these policies and the Contractor waives all rights of recovery and subrogation against the City under the Contractor's Builders' Risk/Installation Floater insurance described herein.

3. Builders' Risk/Installation Floater Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.
   a. The Builders' Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City.
   b. The Builders Risk/Installation Floater insurance must include as named insureds, the City, the Contractor, and all tiers of subcontractors and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide the same level of coverage with the City and Contractor named as additional insureds. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk/Installation Floater coverage.
   c. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.
   d. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Contract/Agreement, waived against the City, its officers, officials, agents and employees.
   e. The Contractor is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

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.

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

5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing 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.

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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

WORK IN CITY RIGHT-OF-WAY

Work within the City's Right-of-Way. All work performed within the City's Right-of-Way by the Contractor and his/her subcontractors must comply with the City of Chandler requirements.

ACCESS TO SECURED FACILITIES

Contract Worker Access Controls, Badge and Key Access Requirements. A Contract Worker shall not be allowed to begin work in any City facility without: (A) The prior completion and the City's acceptance of the required background screening; and (B) when required, the Contract Worker's receipt of a City issued badge. A badge will be issued to a Contract Worker solely for access to the City facility(s) to which the Contract Worker is assigned. Each Contract Worker who enters a City facility must use the badge issued to the Contract Worker. Any and all fees associated with security badging will be assessed in compliance with Chandler City Code §4-22.

Key Access Procedures. If the Contract Worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by Contractor for each key issued.

Stolen or Lost Badges or Keys. Contractor shall report lost or stolen badges or keys to the City immediately. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.

Return of Badges or Keys. All badges and keys are the property of the City and must be returned to the City within one business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Contractor shall collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.

Contractor's default under this Section shall include, but is not limited to the following: (1) Contract Worker gains access to a City facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a City facility; (3) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (4) Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable Background Screening; or (5) Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Contractor acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this Section within three business days from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any

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default under this Section shall constitute a breach of this Section. In addition to any other remedy available to the City at law or in equity, Contractor shall be liable for and shall pay to the City the sum of $1,000.00 for each breach by Contractor of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Agreement in the event that Contractor breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages in the event that Contractor breaches this Section. The parties further agree that three breaches by Contractor of this Section arising out of any default within a consecutive period of three months or three breaches by Contractor of this Section arising out of the same default within a period of 12 consecutive months shall constitute a material breach of this Agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

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City Clerk Document No. _____

City Council Meeting Date: April 4, 2024

CITY OF CHANDLER SERVICES AGREEMENT
PLUMBING SERVICES
CITY OF CHANDLER AGREEMENT NO. PW4-962-4712

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and P.M. Plumbing & Mechanical, Inc., 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. On or about December 13, 2023, the City issued a solicitation for plumbing services. Under the solicitation, the City proposes to enter into three related agreements to provide plumbing services in various amounts for the prices set forth in each plumbing services agreement. Although the amount and type of plumbing services purchased by the City may vary, the total sum for all three plumbing services agreements must not exceed $640,000.

B. City proposes to purchase plumbing services from Contractor as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

C. 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.

D. 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

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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 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 the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is one year, and begins on April 11, 2024, and ends on April 10, 2025, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION lV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees must not exceed the unit prices and amounts as more fully described in Exhibit B for performance approved and accepted by the City under this Agreement. 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.

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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.

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

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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 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

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owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any 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: Bobette Sherrard
Title: Procurement Officer	Title: CEO
Address: 175 S. Arizona Ave.	Address: 660 E. Main St.
Chandler, AZ 85225	Mesa, AZ 85203
Phone: 480-782-2400	Phone: 480-844-2892
Email: raquel.mcmahon@chandleraz.gov	Email: roberle@pmplumb.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

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without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

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

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

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

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

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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. Contractor 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. The Contractor agrees to comply with these laws in performing this Agreement and to permit the City to verify such compliance.

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

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees 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.

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

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor 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

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the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.27 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a 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.

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

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

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

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

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

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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 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.

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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) 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.

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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.

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.

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

FOR THE CITY

By: _____

Its: _____Mayor_____
Mayor

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

FOR THE CONTRACTOR

By: _____

Its: Controller

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EXHIBIT A TO AGREEMENT
SCOPE OF WORK

1. **SCOPE.** CONTRACTOR shall provide plumbing services to include repairs, replacement (or alterations) to sewer lines, storm drains, water lines, laterals and all fixtures, vents and devices common to the plumbing industry. CONTRACTOR shall provide repair to sewer mains and laterals generally ranging in size from 4" to 15" located in the public utility easement. Work shall include repairs of sewer and restoration of excavation site and video inspection of damaged area showing completed repairs on DVD or flash drive.

2. **RESPONSE TIME.** For non-emergency repairs, CONTRACTOR shall respond within four (4) hours of receiving call from CITY. For emergency calls, CONTRACTOR shall respond within two (2) hours of receiving call from CITY.

3. **WORK ESTIMATES AND COMPLETION TIME.**

3.1. **Emergency:** CONTRACTOR shall be required to provide either: 1) a price estimate and/or completion time estimate or 2) commence work with in the two (2) hour response time.

3.2. **Non-emergency:** CONTRACTOR shall be required to provide a price estimate and completion time estimate within two (2) days of response.

4. **HOURLY RATES.** CONTRACTOR shall charge hourly rates listed in Exhibit B. The hourly rates for labor and equipment shall be paid for time on scene only. No travel or mob/de-mob charges will be allowed. Any work on Saturdays, Sundays or holidays will require advance approval from CITY.

5. **REPLACEMENT PARTS.** CONTRACTOR shall charge the mark-up percentage listed in Exhibit B for any parts and supplies required for repair.

6. **SUBCONTRACTOR REPAIRS.** CONTRACTOR shall charge the mark-up percentage listed in Exhibit B for any subcontractors required to complete the repair.

7. **SUPERVISION BY THE CONTRACTOR.** CONTRACTOR shall supervise and direct all work. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures performed. CONTRACTOR shall employ and maintain on the work a qualified supervisor or superintendent, which shall be designated CONTRACTOR as CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of CONTRACTOR and all communications given to the supervisor shall be as binding as of given to CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

8. **INSPECTION.** Contract Administrator/designee may have CITY staff monitor the work site and report to the Contract Administrator/designee as to the progress of the Work, the manner in which it is being performed, and if material furnished and work performed by CONTRACTOR fails to fulfill the requirements of the Agreement. Contract Administrator/designee may direct the attention of CONTRACTOR to such failure or infringement but such inspection shall not relieve CONTRACTOR

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from any obligation to furnish acceptable materials or to provide completed work that complies with the Agreement.

In the case of any dispute arising between Contract Administrator/designee and the CONTRACTOR as to material furnished or the manner of performing work, Contract Administrator/designee shall have the authority to reject materials or suspend the work until the question and issue can be resolved.

9. **CLEANUP.** CONTRACTOR shall remove all debris and other materials from the work site after the completion of work. Contractor shall also restore the work site within the PUE to the condition prior to beginning work.

10. **PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK.** CONTRACTOR shall properly secure the work site and protect all finished or partially finished work.

11. **DISPOSAL OF WASTE.** CONTRACTOR shall be responsible for disposal of all waste and debris, etc. at a legal off-site location. ANY DISPOSAL OF WASTE PRODUCTS OR UNUSED MATERIALS SHALL CONFORM TO APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS. Copies of disposal documentation shall be provided to Contract Administrator/designee upon request.

12. **WRITTEN COMPLETION REPORTS.** CONTRACTOR shall submit a written completion report to Contract Administrator/designee within 30 days of completion of work, which details work completed. The report for pump repair shall include depth of setting, bowl size and make, tube and shaft size and make, depth of well water level and other pertinent information. **The report shall include a daily log that accounts for all hours and materials billed to the job.** CITY will not make payment prior to receiving this report.

13. **INVOICES.** Invoices must be itemized; lump sum invoices will not be accepted and will be returned for revisions.

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EXHIBIT B TO AGREEMENT
PRICING

PRICE PROPOSAL PAGE

ITEM	DESCRIPTION	UOM	UNIT COST
1	Plumber	Hour	$118 Reg/$152 OT/$185 DT
2	Plumber's helper	Hour	$82 Reg/$96 OT/ $122 DT
3	Backhoe	Hour	$125
4	Jack Hammer	Hour	$15
5	Concrete Cutter	Hour	$68
6	Dump Truck	Hour	$125
7	Hydro-excavator	Hour	$260
8	Slip-lining 4" Pipe	per foot	$70
9	Video Inspection	Hour	$145
			Mark Up %
9	Over Time (percentage added to line 1 and 2 for hours worked on a Saturday or Sunday)	Mark Up Percentage	28%
10	Replacement Parts (percentage added to replacement parts)	Mark Up Percentage	28%
11	Subcontractor repairs (percentage added to subcontractor costs)	Mark Up Percentage	28%

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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.

D. *Builders' Risk/Installation Floater Insurance.* The Contractor bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the Contractor will purchase and maintain in force Builders' Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the contract price and all subsequent modifications. The Contractor's Builders' Risk/Installation Floater insurance must be primary and not contributory.
1. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and Contractors' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk/Installation Floater insurance must provide coverage from the time any covered property comes under the Contractor's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.
2. The Contractor must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk/Installation Floater insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or

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testing requirements in the performance of this Contract/Agreement. The Contractor will be responsible for any and all deductibles under these policies and the Contractor waives all rights of recovery and subrogation against the City under the Contractor's Builders' Risk/Installation Floater insurance described herein.

3. Builders' Risk/Installation Floater Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.
   a. The Builders' Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City.
   b. The Builders Risk/Installation Floater insurance must include as named insureds, the City, the Contractor, and all tiers of subcontractors and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide the same level of coverage with the City and Contractor named as additional insureds. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk/Installation Floater coverage.
   c. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.
   d. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Contract/Agreement, waived against the City, its officers, officials, agents and employees.
   e. The Contractor is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

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.

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

5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing 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.

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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

WORK IN CITY RIGHT-OF-WAY

Work within the City's Right-of-Way. All work performed within the City's Right-of-Way by the Contractor and his/her subcontractors must comply with the City of Chandler requirements.

ACCESS TO SECURED FACILITIES

Contract Worker Access Controls, Badge and Key Access Requirements. A Contract Worker shall not be allowed to begin work in any City facility without: (A) The prior completion and the City's acceptance of the required background screening; and (B) when required, the Contract Worker's receipt of a City issued badge. A badge will be issued to a Contract Worker solely for access to the City facility(s) to which the Contract Worker is assigned. Each Contract Worker who enters a City facility must use the badge issued to the Contract Worker. Any and all fees associated with security badging will be assessed in compliance with Chandler City Code §4-22.

Key Access Procedures. If the Contract Worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by Contractor for each key issued.

Stolen or Lost Badges or Keys. Contractor shall report lost or stolen badges or keys to the City immediately. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.

Return of Badges or Keys. All badges and keys are the property of the City and must be returned to the City within one business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Contractor shall collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.

Contractor's default under this Section shall include, but is not limited to the following: (1) Contract Worker gains access to a City facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a City facility; (3) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (4) Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable Background Screening; or (5) Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Contractor acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this Section within three business days from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any

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default under this Section shall constitute a breach of this Section. In addition to any other remedy available to the City at law or in equity, Contractor shall be liable for and shall pay to the City the sum of $1,000.00 for each breach by Contractor of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Agreement in the event that Contractor breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages in the event that Contractor breaches this Section. The parties further agree that three breaches by Contractor of this Section arising out of any default within a consecutive period of three months or three breaches by Contractor of this Section arising out of the same default within a period of 12 consecutive months shall constitute a material breach of this Agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

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City Clerk Document No. _____

City Council Meeting Date: April 4, 2024

CITY OF CHANDLER SERVICES AGREEMENT
PLUMBING SERVICES
CITY OF CHANDLER AGREEMENT NO. PW4-962-4712

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and TALIS Construction Corporation, an Arizona S-Corporation (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties), made _____, 2024 (Effective Date).

RECITALS

A. On or about December 13, 2023, the City issued a solicitation for plumbing services. Under the solicitation, the City proposes to enter into three related agreements to provide plumbing services in various amounts for the prices set forth in each plumbing services agreement. Although the amount and type of plumbing services purchased by the City may vary, the total sum for all three plumbing services agreements must not exceed $640,000.

B. City proposes to purchase plumbing services from Contractor as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

C. 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.

D. 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

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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 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 the services described in Exhibit A for the term of this Agreement.

The term of the Agreement is one year, and begins on April 11, 2024, and ends on April 10, 2025, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION lV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees must not exceed the unit prices and amounts as more fully described in Exhibit B for performance approved and accepted by the City under this Agreement. 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.

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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.

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

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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 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

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owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any 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: Chuck Watson
Title: Procurement Officer	Title: VP Pre-Construction Services
Address: 175 S. Arizona Ave.	Address: 1167 W. Javelina Ave.
Chandler, AZ 85225	Mesa, AZ 85210
Phone: 480-782-2400	Phone: 480-557-6100
Email: raquel.mcmahon@chandleraz.gov	Email: cwatson@talis.us

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

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without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

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

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

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

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

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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. Contractor 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. The Contractor agrees to comply with these laws in performing this Agreement and to permit the City to verify such compliance.

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

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees 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.

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

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor 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

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the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.27 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a 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.

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

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

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

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

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

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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 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.

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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) 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.

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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.

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.

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

FOR THE CITY

By: _____

Its: _____Mayor_____
Mayor

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

FOR THE CONTRACTOR

By: Chuck Watson

Vice President - Pre Construction

Its: _____

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EXHIBIT A TO AGREEMENT
SCOPE OF WORK

1. **SCOPE.** CONTRACTOR shall provide plumbing services to include repairs, replacement (or alterations) to sewer lines, storm drains, water lines, laterals and all fixtures, vents and devices common to the plumbing industry. CONTRACTOR shall provide repair to sewer mains and laterals generally ranging in size from 4" to 15" located in the public utility easement. Work shall include repairs of sewer and restoration of excavation site and video inspection of damaged area showing completed repairs on DVD or flash drive.

2. **RESPONSE TIME.** For non-emergency repairs, CONTRACTOR shall respond within four (4) hours of receiving call from CITY. For emergency calls, CONTRACTOR shall respond within two (2) hours of receiving call from CITY.

3. **WORK ESTIMATES AND COMPLETION TIME.**

3.1. **Emergency:** CONTRACTOR shall be required to provide either: 1) a price estimate and/or completion time estimate or 2) commence work with in the two (2) hour response time.

3.2. **Non-emergency:** CONTRACTOR shall be required to provide a price estimate and completion time estimate within two (2) days of response.

4. **HOURLY RATES.** CONTRACTOR shall charge hourly rates listed in Exhibit B. The hourly rates for labor and equipment shall be paid for time on scene only. No travel or mob/de-mob charges will be allowed. Any work on Saturdays, Sundays or holidays will require advance approval from CITY.

5. **REPLACEMENT PARTS.** CONTRACTOR shall charge the mark-up percentage listed in Exhibit B for any parts and supplies required for repair.

6. **SUBCONTRACTOR REPAIRS.** CONTRACTOR shall charge the mark-up percentage listed in Exhibit B for any subcontractors required to complete the repair.

7. **SUPERVISION BY THE CONTRACTOR.** CONTRACTOR shall supervise and direct all work. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures performed. CONTRACTOR shall employ and maintain on the work a qualified supervisor or superintendent, which shall be designated CONTRACTOR as CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of CONTRACTOR and all communications given to the supervisor shall be as binding as of given to CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

8. **INSPECTION.** Contract Administrator/designee may have CITY staff monitor the work site and report to the Contract Administrator/designee as to the progress of the Work, the manner in which it is being performed, and if material furnished and work performed by CONTRACTOR fails to fulfill the requirements of the Agreement. Contract Administrator/designee may direct the attention of CONTRACTOR to such failure or infringement but such inspection shall not relieve CONTRACTOR

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from any obligation to furnish acceptable materials or to provide completed work that complies with the Agreement.

In the case of any dispute arising between Contract Administrator/designee and the CONTRACTOR as to material furnished or the manner of performing work, Contract Administrator/designee shall have the authority to reject materials or suspend the work until the question and issue can be resolved.

9. **CLEANUP.** CONTRACTOR shall remove all debris and other materials from the work site after the completion of work. Contractor shall also restore the work site within the PUE to the condition prior to beginning work.

10. **PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK.** CONTRACTOR shall properly secure the work site and protect all finished or partially finished work.

11. **DISPOSAL OF WASTE.** CONTRACTOR shall be responsible for disposal of all waste and debris, etc. at a legal off-site location. ANY DISPOSAL OF WASTE PRODUCTS OR UNUSED MATERIALS SHALL CONFORM TO APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS. Copies of disposal documentation shall be provided to Contract Administrator/designee upon request.

12. **WRITTEN COMPLETION REPORTS.** CONTRACTOR shall submit a written completion report to Contract Administrator/designee within 30 days of completion of work, which details work completed. The report for pump repair shall include depth of setting, bowl size and make, tube and shaft size and make, depth of well water level and other pertinent information. **The report shall include a daily log that accounts for all hours and materials billed to the job.** CITY will not make payment prior to receiving this report.

13. **INVOICES.** Invoices must be itemized; lump sum invoices will not be accepted and will be returned for revisions.

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EXHIBIT B TO AGREEMENT
PRICING

ITEM	DESCRIPTION	UOM	UNIT COST
1	Plumber	Hour	$75
2	Plumber's helper	Hour	$50
3	Backhoe	Hour	$55
4	Jack Hammer	Hour	$85
5	Concrete Cutter	Hour	$45
6	Dump Truck	Hour	$95
7	Hydro-excavator	Hour	$85
8	Slip-lining 4" Pipe	per foot	$500
9	Video Inspection	Hour	$300
			Mark Up %
9	Over Time (percentage added to line 1 and 2 for hours worked on a Saturday or Sunday)	Mark Up Percentage	55%
10	Replacement Parts (percentage added to replacement parts)	Mark Up Percentage	15%
11	Subcontractor repairs (percentage added to subcontractor costs)	Mark Up Percentage	10%

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EXHIBIT B TO AGREEMENT
PRICING CONTINUED

List and rates for other equipment that will be used to perform the proposed services.

EQUIPMENT	DESCRIPTION	HOURLY RATE
Service Trucks	1-Ton	$ 30.12
Loaders	Volvo L90	$ 67.00
Excavators	CAT 330	$ 195.87
Mini Excavators	John Deere 85G	$ 106.00
Trenchers	Ditch Witch	$ 25.00
Skid Steer Loaders	Bobcat 863	$ 86.00
Motor Grader	JD 672B	$ 109.00
Asphalt Paver	Blaw-Knox	$ 375.00
Asphalt Patch Truck	Custom	$ 125.00
Street Sweeper	Rosco RB48	$ 287.00
Transport Trucks	Kenworth W900B	$ 100.92
Water Trucks	2,500 Gallon	$ 59.00
Dump Trucks	16-Wheel Dump	$ 95.00
Concrete Saw	36" Diamond Blade	$ 37.51
Mobilization Fee	Per Job Order	$ 250.00

TRAFFIC CONTROL EQUIPMENT

Barricades / Arrow Boards / Road Closure Signs / Etc. – Price varies depending on set-up

TALIS uses the Rental Rate Blue Book for equipment hourly rates plus 15% mark-up

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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.

D. *Builders' Risk/Installation Floater Insurance.* The Contractor bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the City the Contractor will purchase and maintain in force Builders' Risk/Installation Floater insurance on the entire Work until completed and accepted by the City. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the contract price and all subsequent modifications. The Contractor's Builders' Risk/Installation Floater insurance must be primary and not contributory.
   1. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and Contractors' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk/Installation Floater insurance must provide coverage from the time any covered property comes under the Contractor's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any project property or equipment is in transit, off site, or while on site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.
   2. The Contractor must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk/Installation Floater insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or

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testing requirements in the performance of this Contract/Agreement. The Contractor will be responsible for any and all deductibles under these policies and the Contractor waives all rights of recovery and subrogation against the City under the Contractor's Builders' Risk/Installation Floater insurance described herein.

3. Builders' Risk/Installation Floater Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the City, has an insurable interest in the property required to be covered.
   a. The Builders' Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the City.
   b. The Builders Risk/Installation Floater insurance must include as named insureds, the City, the Contractor, and all tiers of subcontractors and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide the same level of coverage with the City and Contractor named as additional insureds. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 days advance notice to the City. The City must also be named as a Loss Payee under the Builders' Risk/Installation Floater coverage.
   c. The Builders Risk/Installation Floater insurance must be written using the Special Causes of Loss policy form, replacement cost basis.
   d. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Contract/Agreement, waived against the City, its officers, officials, agents and employees.
   e. The Contractor is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

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.

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

5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.

6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing 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.

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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

WORK IN CITY RIGHT-OF-WAY

Work within the City's Right-of-Way. All work performed within the City's Right-of-Way by the Contractor and his/her subcontractors must comply with the City of Chandler requirements.

ACCESS TO SECURED FACILITIES

Contract Worker Access Controls, Badge and Key Access Requirements. A Contract Worker shall not be allowed to begin work in any City facility without: (A) The prior completion and the City's acceptance of the required background screening; and (B) when required, the Contract Worker's receipt of a City issued badge. A badge will be issued to a Contract Worker solely for access to the City facility(s) to which the Contract Worker is assigned. Each Contract Worker who enters a City facility must use the badge issued to the Contract Worker. Any and all fees associated with security badging will be assessed in compliance with Chandler City Code §4-22.

Key Access Procedures. If the Contract Worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by Contractor for each key issued.

Stolen or Lost Badges or Keys. Contractor shall report lost or stolen badges or keys to the City immediately. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.

Return of Badges or Keys. All badges and keys are the property of the City and must be returned to the City within one business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Contractor shall collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.

Contractor's default under this Section shall include, but is not limited to the following: (1) Contract Worker gains access to a City facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a City facility; (3) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (4) Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable Background Screening; or (5) Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Contractor acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this Section within three business days from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any

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default under this Section shall constitute a breach of this Section. In addition to any other remedy available to the City at law or in equity, Contractor shall be liable for and shall pay to the City the sum of $1,000.00 for each breach by Contractor of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Agreement in the event that Contractor breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages in the event that Contractor breaches this Section. The parties further agree that three breaches by Contractor of this Section arising out of any default within a consecutive period of three months or three breaches by Contractor of this Section arising out of the same default within a period of 12 consecutive months shall constitute a material breach of this Agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

CHANDLER arizona
Community of Innovation

City Council Memorandum Cultural Development Memo No. CP24-124

Date: April 04, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kim Moyers, Cultural Development Director
Daniel Haskins, Capital Projects Division Manager

From: Hafiz Noor, Construction/Design Project Manager
Subject: Project No. CA2204.401 with DBA Construction, Inc., Pursuant to Job Order Project No. JOC2405.401, for the City Hall Parking Lot and Alley Improvements

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Proposed Motion:

Move City Council award Project No. CA2204.401 to DBA Construction, Inc., Pursuant to Job Order Project No. JOC2405.401, for the City Hall Parking Lot and Alley Improvements, in an amount not to exceed $1,199,284.16

Background/Discussion:

This project is for construction services related to the restoration of the alleyway and parking lot north of the City Hall complex between Arizona Avenue and Washington Street. The current alleyway and parking lot surface have experienced significant deterioration, which is made worse by inadequate drainage from the site. The area also includes multiple trash bins serving nearby businesses, minimal lighting and landscaping, and unprotected utility cabinets.

The project includes grading and restoration of pavement, parking lot lighting, landscaping, and associated parking lot improvements. Alleyway improvements include restoration of pavement and grading, a new shared commercial trash enclosure, and block screen wall along existing electrical cabinets. The improvements to the alleyway are aimed to enhance pedestrian and vehicular connectivity, safety, and cleanliness in Downtown Chandler. To ensure effective communication with local businesses regarding the timing and impacts of

construction, Cultural Development Division staff will be supplemented with the services of a professional communications firm throughout the project duration.

The Agreement completion time is 150 calendar days following Notice to Proceed and has been scheduled during the summer months, traditionally the slower time of the year, to minimize impact to area businesses.

A related Professional Services Agreement with Consultant Engineering, Inc., for the City Hall Parking Lot and Alley Improvements, is also scheduled for this City Council meeting.

Evaluation:

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

Financial Implications:

The City Hall Parking Lot and Alley Improvement project total cost of $1,199,284.16 will be partially funded from the Tumbleweed Ranch program (6CA670) in the amount of $512,179. An appropriation transfer will be processed in FY 2023-24 in the amount of $512,179 from the Tumbleweed Ranch program (6CA670) to the Downtown Alley Project (6CA671), and the appropriation transferred out in FY 2023-24 from the Tumbleweed Ranch program (6CA670) will be reappropriated in the FY 2024-25 Proposed budget. This transfer of budgetary capacity will not negatively impact the timing of Tumbleweed Ranch improvements.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
411.4320.5219.0.6CA778	Streets General Obligation Bonds	City Hall Parking Lot & Alleyway	$687,105.63	Y
411.4320.6210.0.6CA671	Streets General Obligation Bonds	Downtown Alley Projects	$512,178.53	Y

Attachments

Agreement
Location Map
Site Plan

CHANDLER arizona
Community of Innovation

CITY OF CHANDLER
JOB ORDER PROJECT AGREEMENT

CITY HALL PARKING LOT AND ALLEY IMPROVEMENTS

Project No. CA2204.401
Council Date: April 4, 2024 Item No.

This JOB ORDER PROJECT AGREEMENT ("Job Order") is made this ____ day of _____ 2024 ("Effective Date"), by and between the City of Chandler, an Arizona municipal corporation, ("City") and **DBA Construction, Inc.**, an Arizona corporation, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC2405.401 ("JOC Master Agreement"). City and JOC Contractor may be referred to individually as "Party" or collectively as "Parties").

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

RECITALS

A. On or about February 13, 2024, the Parties entered into the JOC Master Agreement, which terms and conditions are made a part of and incorporated into this Job Order Project Agreement by this reference.

B. City proposes to engage JOC Contractor to provide City Hall Parking Lot and Alley Improvements as more fully described in **Exhibit "A"**, which is attached to and made a part of this Job Order by this reference.

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

ARTICLE 1. DESCRIPTION OF WORK

The Parties enter into this Job Order Project Agreement for the **CITY HALL PARKING LOT AND ALLEY IMPROVEMENTS**, Project Number **CA2204.401**. The scope of work consists of construction of City Hall Parking lot and the alleyway north of City Hall between Arizona Avenue and Washington Street. The project scope of work consists of survey, paving, lighting, electrical vehicle charging stations, landscaping, and a new trash enclosure. The improvements to alleyway are

aimed to enhance pedestrian and cyclist connectivity and safety., all as more particularly set forth in **Exhibit "A"** attached hereto and incorporated herein by reference.

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

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

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

ARTICLE 2. PROJECT PRICE

City will pay JOC Contractor for completion of the Work in accordance with the JOC Master Agreement a fee not to exceed the Guaranteed Maximum Price of **$1,199,284.16** Dollars determined and payable as set forth in JOC Master Agreement and **Exhibit "B"** attached hereto and made a part hereof by reference.

ARTICLE 3. AGREEMENT TIME & SCHEDULE

JOC Contractor agrees to complete all Construction within **150** calendar days from the Notice to Proceed (NTP) Date.

ARTICLE 4. JOB ORDER CONTACTS

The following parties serve in the capacity below for this Job Order Project.

CITY:	Construction Project Manager: Scott Riter	
	Phone:	48-782-3328
	Email:	Scott.riter@chandleraz.gov
JOC CONTRACTOR:	DBA Construction, Inc.	
	P.O. Box 63035, Phoenix, AZ 85082	
	JOC Contractor Representative: Tom Drysdale	
	Phone:	602-708-2899
	Email:	tomdrysdale@dbaconstruction.net

ARTICLE 5. FORCED LABOR OF ETHNIC UYGHURS PROHIBITED

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

SIGNATURE PAGE TO FOLLOW

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

"CITY" CITY OF CHANDLER

MAYOR

RECOMMENDED BY:

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"JOC CONTRACTOR"
DBA CONSTRUCTION, INC.

Signature Date

Tom Drysdale

Print Name

President

Title

tomdrysdale@dbaconstruction.net

Signer Email Address

EXHIBIT A
SCOPE OF WORK

DBA Construction, Inc.

Proposal Number: CHNDL24002
02/21/2024

EXHIBIT "A"

City of Chandler, AZ

City Hall Parking Lot

Project No.: CA2204.401

City Hall Parking Lot Improvements project consists of making Improvements as shown in project plans on the existing City Hall Parking Lot and the adjacent alley to the north. The project will be performed in two phases. Phase 1 will be the removal and replacement of the existing parking lot. Phase 2 will be the removal and replacement of the adjacent alley. Improvements include but are not limited to:

- Remove existing concrete and asphalt
- Site Grading & Paving
- New Street Lights and Parking Lot Lighting
- EV Charging Stations
- Landscape Plantings and Irrigation System with Controller
- Concrete Flatwork
- Trash Enclosure
- Utility Adjustments
- Signage
- Pavement Marking

DBA Construction will coordinate all construction activities with the City of Chandler, AZ and their representatives. Traffic Control will be implemented to maintain a safe working environment for our workers and local vehicular/ bicycle / pedestrian traffic.

EXHIBIT B
FEE SCHEDULE

EXHIBIT "B"

JOB ORDER COST PROPOSAL
SUMMARY SHEET

Negotiated Prices			
Price of Subcontractor(s)		$	370,323.32
Price of Subconsultant(s)		$	-
General Conditions		$	133,800.00
Preconstruction Labor (if applicable)		$	-
Construction Labor (if applicable)		$	439,520.75
SUBTOTAL (NEGOTIATED PRICES):		**$**	**943,644.07**
Overhead and Profit (Coefficient per Job Order Master Agreement)	**8.00%**	**$**	**75,491.53**
TOTAL (NEGOTIATED PRICES + OVERHEAD & PROFIT):		**$**	**1,019,135.60**
Insurance, Bonds, & Taxes			
Sales Tax Percentage (Current Tax Rate) **ENTER TAX % HERE:**	**5.07%**	$	51,670.17
General Liability Insurance Percentage (Actual Cost per Job Order)		$	11,323.73
Builder's Risk Insurance Percentage (Actual Cost per Job Order)			
Payment Bond (Actual Cost per Job Order)		$	14,154.66
Performance Bond (Actual Cost per Job Order)		$	-
SUBTOTAL (INSURANCE, BONDS, & TAXES):		**$**	**77,148.56**
COMBINED TOTAL (TOTAL + INSURANCE, BONDS, & TAXES):		**$**	**1,096,284.16**
City's Allowance		**$**	**103,000.00**
TOTAL JOB ORDER:		**$**	**1,199,284.16**

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

DBA Construction, Inc.

Date: 02/26/24
Proposal No. CHNDL24002

To: City of Chandler
175 S Arizona Ave
Chandler, AZ
ATTN: Scott Riter

Chandler City Hall Parking Lot

DBA Construction proposes (unless otherwise noted) to furnish all labor, equipment, material and incidentals necessary to successfully complete the items listed below. We thank you for the opportunity to provide you with a comprehensive proposal for the above referenced project.

WORK ITEMS

NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
1.	Mobilization	1	LS	$ 37,980.00	$ 37,980.00
2.	Construction Survey & As-Builts	1	LS	$ 19,000.00	$ 19,000.00
3.	Traffic Control	1	ALLOW	$ 7,240.00	$ 7,240.00
4.	SWPPP	1	LS	$ 14,180.00	$ 14,180.00
5.	Materials Testing	1	LS	$ 24,800.00	$ 24,800.00
	General Items Subtotal				**$ 103,200.00**
6.	Remove AC Pavement	2,609	SY	$ 15.00	$ 39,135.00
7.	Remove Single Curb	13	LF	$ 11.00	$ 143.00
8.	Remove Curb Stop	23	EA	$ 20.50	$ 471.50
9.	Remove Gravel	1	LS	$ 1,775.00	$ 1,775.00
10.	Remove Concrete Pad	6,183	SF	$ 2.60	$ 16,075.80
11.	Remove Valley Gutter	1,278	SF	$ 6.00	$ 7,668.00
12.	Remove Valve Box	3	EA	$ 900.00	$ 2,700.00
12.	Remove Traffic Sign	5	EA	$ 56.00	$ 280.00
13.	Remove Sidewalk	416	SF	$ 5.00	$ 2,080.00
14.	Remove Driveway	782	SF	$ 5.00	$ 3,910.00
15.	Remove Curb & Gutter	86	LF	$ 7.00	$ 602.00
16.	Remove Sewer Cleanout	2	EA	$ 280.00	$ 560.00
	Demolition Subtotal				**$ 75,400.30**
17.	MAG 222 Single Curb	918	LF	$ 45.00	$ 41,310.00
18.	Curb Termination	5	EA	$ 140.00	$ 700.00
19.	Sidewalk	527	SF	$ 13.00	$ 6,851.00
20.	Valley Gutter	1,434	SF	$ 24.00	$ 34,416.00
21.	Prepare Subgrade & Install AC Pavement	2,783	SY	$ 64.00	$ 178,112.00
22.	Ribbon Curb	320	LF	$ 50.00	$ 16,000.00
23.	Curb Opening	2	EA	$ 600.00	$ 1,200.00
24.	Construct Trash Enclosure	1	LS	$ 32,000.00	$ 32,000.00
25.	Adjust Manhole	1	EA	$ 1,000.00	$ 1,000.00
26.	Concrete Pavement	222	SF	$ 17.50	$ 3,885.00
27.	Curb Stop	7	EA	$ 120.00	$ 840.00
28.	Adjust Valve Box	6	EA	$ 1,050.00	$ 6,300.00
29.	Adjust Water Meter Box	9	EA	$ 1,200.00	$ 10,800.00
30.	Construct CMU Wall	88	LF	$ 475.00	$ 41,800.00
31.	Bollards	4	EA	$ 1,350.00	$ 5,400.00
32.	Driveway MAG 250-1	769	SF	$ 17.00	$ 13,073.00
33.	Curb MAG 220-1	86	LF	$ 50.00	$ 4,300.00
34.	Parallel Curb Ramp	0	EA	$ 3,195.00	$ -

	On-Site Subtotal					$	**397,987.00**
35.	4" White Stall Striping	1,028	LF	$	0.45	$	462.60
36.	Handicap Symbol	3	EA	$	75.00	$	225.00
37.	Reserved Parking Sign	3	EA	$	628.00	$	1,884.00
38.	Solid Yellow Striping	162	LF	$	0.45	$	72.90
39.	Van Accessible Sign	1	EA	$	150.18	$	150.18
40.	No Parking Sign	1	EA	$	325.00	$	325.00
41.	Authorized Parking	1	EA	$	375.00	$	375.00
42.	Motorcycle Parking	2	EA	$	325.00	$	650.00
43.	One Way Sign	1	EA	$	375.00	$	375.00
44.	Fire Lane Striping	177	LF	$	1.30	$	230.10
	Signing and Striping Subtotal					$	**4,749.78**
45.	Clear and Grub	1	LS	$	4,000.00	$	4,000.00
46.	DG 1-1/4" Minus	536	SY	$	12.00	$	6,432.00
47.	Shrub 5 Gallon	33	EA	$	50.00	$	1,650.00
48.	Accent 5 Gallon	124	EA	$	75.00	$	9,300.00
49.	Ground Cover	7	EA	$	40.00	$	280.00
50.	Tree 24" Box	17	EA	$	1,176.47	$	19,999.99
51.	Root Barrier 18"	105	LF	$	50.00	$	5,250.00
52.	Root Barrier 24"	509	LF	$	65.00	$	33,085.00
53.	Landscape Establishment	1	LS	$	1,500.00	$	1,500.00
54.	Irrigation	1	LS	$	21,000.00	$	21,000.00
55.	Allowance Landscape	1	ALLOW	$	-	$	-
56.	Allowance System Restoration	1	ALLOW	$	-	$	-
	Landscape Subtotal					$	**102,496.99**
57.	5000 Lumen Street Light	3	EA			$	-
58.	Pull Box	3	EA			$	-
59.	Trench & Conduit	3	EA			$	-
60.	Asphalt and Concrete Replacement	1	LS			$	-
	Street Lighting Subtotal					$	-
61.	Conduit	500	LF			$	-
62.	Conductors	500	LF			$	-
63.	100 AMP SES	1	EA			$	-
64.	Pull Box	1	EA			$	-
65.	Parking Lot Light	4	EA			$	-
66.	EV Charging Stations	2	EA			$	-
67.	Electrical & Lighting	1	ALLOW			$	126,010.00
	Site Electrical Subtotal					$	**126,010.00**
		Proposal Cost Subtotal				$	**809,844.07**

General Conditions

NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE		EXTENSION
68.	General Conditions Subtotal	60	DAY	$ 2,230.00	$	133,800.00
	General Conditions Subtotal				$	**133,800.00**
	Proposal Cost Subtotal With General Conditions				$	**943,644.07**
69.	General Liability Insurance - 1.2%				$	11,323.73
70.	Performance & Payment Bond - 1.5%				$	14,154.66
71.	Fee - 8%				$	75,491.53
	Proposal Total With Bond, Insurance & Fee				$	**1,044,613.99**

72.	Sales Tax - 5.07%	$	51,670.17
73.	Owners Contingency	$	103,000.00
	PROPOSAL TOTAL:	**$**	**1,199,284.16**

Alternate Items

NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
74.	Clear & Grub	1	LS	$ 5,500.00	$ 5,500.00
75.	DG	155	SY	$ 34.35	$ 5,324.25
76.	Tree 24" Box	3	EA	$ 427.19	$ 1,281.57
77.	Root Barrier 18"	76	LF	$ 22.87	$ 1,738.12
78.	Root Barrier	76	LF	$ 29.42	$ 2,235.92
79.	Irrigation	1	LS	$ 3,667.50	$ 3,667.50
	Alternate Items				**$ 19,747.36**

Assumptions

Our proposal is based on the assumption that the following conditions exist on the project site:

1. Access to site to be provided for crews and equipment.
2. This proposal is based on the entire parking lot and alley being closed during construction.
3. This proposal is based on being able to work continuously.

Clarifications

Our proposal requires further clarification on these points in order to be considered:

1. Based on the Geotechnical Report the existing subgrade material is suitable for construction.
2. Electrical and lighting are proposed as an allowance item.
3. City of Chandler to be responsible for public notification. DBA Construction will work with and provide information and updates to PIO as needed.

Exclusions

Our proposal excludes the following items and *were not* considered during the preparation to this estimate:

1. Utility investigations, conflicts and relocates.
2. Hazardous materials investigations and handling
3. Construction, right of way permits.

Regards,
Glenn Bickley
Estimator

EXHIBIT C

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS THAT:_____

(hereinafter "Principal"), and _____ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto _____(hereinafter "Obligee") in the amount of _____ (Dollars) ($_____), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

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

the _____ day of _____, 20___ for construction of **CITY HALL PARKING LOT AND ALLEY IMPROVEMENTS, CA2204.401** which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

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

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

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

Witness our hands this _____ day of _____, 20__.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

EXHIBIT D

PAYMENT BOND

ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLES 28, 34, AND 41, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Agreement amount)

KNOW ALL MEN BY THESE PRESENTS THAT:_____

(hereinafter "Principal"), as Principal, and _____(hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto _____ (hereinafter "Obligee") in the amount of _____ (Dollars) ($_____), for the payment whereof, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Agreement with the Obligee, dated the _____ day of _____, 20___ for construction of **CITY HALL PARKING LOT AND ALLEY IMPROVEMENTS, CA2204.401** which Amendment is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in said Agreement, this obligation is void. Otherwise it remains in full force and effect.

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

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

Witness our hands this _____ day of _____, 20__.

_____
PRINCIPAL SEAL

_____
AGENT OF RECORD

By _____

_____
SURETY SEAL

_____
AGENT ADDRESS

EXHIBIT E

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project Name: **CITY HALL PARKING LOT AND ALLEY IMPROVEMENTS**
Project No.: **CA2204.401**

To the City of Chandler, Arizona

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of $_____, as set out in the final pay estimate, as full and complete payment under the terms of the Agreement, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Chandler against any and all liens, claims or liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performances and materials furnished for the performance of said installation.

Signed and dated at _____, this _____ day of _____ 20____.

_____
CONTRACTOR

By _____

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____ 20 _____.

_____
Notary Public

_____
My Commission Expires

EXHIBIT F

CERTIFICATE OF COMPLETION

Project: **CITY HALL PARKING LOT AND ALLEY IMPROVEMENTS**
Project No.: **CA2204.401**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **CA2204.401** HAVE BEEN DELIVERED IN ACCORDANCE WITH THE AGREEMENT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE CONTRACTOR UNDER THE AGREEMENT HAVE BEEN COMPLETED AS OF _____.
(Date)

FIRM NAME: _____

PRINCIPAL: _____
(Name)

_____
(Signature)

_____ DATE: _____
(Title)

CERTIFIED BY ENGINEER/CONSULTANT (*IF APPLICABLE*):

_____ DATE: _____
(Signature)

_____
(Firm Name)

PROJECT ACCEPTED BY USER DEPARTMENT

_____ DATE: _____
(Signature)

_____
(Dept. /Div.)

_____ Date of Final Walk-Through

_____ Date As-Built Received

_____ City As-Built Number

EXHIBIT G

SUBCONTRACTOR DOCUMENTS WITH JOC CONTRACTOR

Any subcontractor assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the JOC Contractor and their subcontractors, and do not apply to the Agreement between the JOC Contractor and the City.

LLR Electric, Inc.

401 N 56th St
Chandler, Arizona 85226
(480) 705-8349

Date: 02-21-2024

To: DBA Construction

Estimate No: 240204

Attn: Glenn Bickley

Proposal

Project Name:	**Chandler City Hall Site Pedestal Lighting EV Charger**
Project Address:	**3225 North Colorado Street, Chandler Arizona 85225**
Estimate No.:	**240106**
Scope:	**Electrical**

We are pleased to offer for your consideration, our price of **$154,400** (One hundred fifty-four thousand four hundred dollars) to complete the electrical work on the above referenced project in accordance with the Electrical plans and specifications dated 02/15/2024. All Labor and materials will be to industry standards and completed in a craftsman like manner. Our price is complete except for the following exclusions and qualifications:

Inclusions:
Chandler City Hall Parking Lot Alley Improvements
CA2204.401 Bid Tab
QUANTITY PRICE
Item No. ITEM DESCRIPTION - BASE BID UNIT

52 5,000 Lumen LED Street Light, 26'-7" Mounting Height (x3) - $22,025

53 City of Chandler Pull Box (x3) - $9,325

54 Street Light Conduit and Conductors (Lump Sum Per Light) (x3) -$12,100

SITE ELECTRICAL QUANTITIES
56 Conduit, Sized Per Plans - $15,650

57 Conductors And Bond Wires, Sized Per Plans, Complete And in Place Including All Splices And Terminations For a Complete Set of Conductors - $8,755

58 100 AMP 120/240V Single Phase Service Entrance Section Including Panel, Circuit Breakers, Lighting Control Equipment, And Power CO Conduit and Concrete Pad (Per Power CO Plans), For a Complete System - $19,820

59 Concrete Parking Lot Pull Box (x2)-$5,400

60 Parking Lot Light on Steel Pole (x4) -$17,650

61 EV Chargers x2 Dualport ChargePoint - $28,390

62 Demolition Removal (2) light poles - $8,700

63 Lift Rental Cost - $6,585

Exclusions:
Permits, fees, engineering, bonds, special inspections, LED indicator light, fixture support wires, saw cut and patch back of any concrete, asphalt, and or drywall. Any allowances, temporary power, trash haul, Fire alarm security, and voice/data systems in their entirety. Site Utilities. Arch Flash Studies. Site Required training. Assumes all existing electrical in work area to be up to code. Conflicts not shown on plans/bid documents. Fire Alarm devices in its entirety. Fire Alarm conductors and pull string. Assumes all existing electrical in work area to be up to code. Conflicts not shown on plans/bid documents. Concrete scanning X-Ray services (GPR only). Scissor lifts and all aerial rentals.

Exclusion #1: Trenching, excavating, backfilling in its entirety. LLR to perform conduit and conductors only for underground
Exclusion #2: Additional devices, lighting fixtures, over current protection not listed in above scope or electrical drawings
Exclusion #3: Concrete pads and concrete light poles in its entirety.
Exclusion #4: Utility coordination. Owner/Customer to provide utility requirements

Remarks:
Please be advised of our policy that all material and equipment that has been installed on this project will be considered part of the building in case of theft or vandalism and replace and repair will be the responsibility of the owner general contractor

This quote is valid for **Thirty days** from 02/21/2024. Please feel free to call if you have any questions or comments

Our price to perform the above scope of works is	**$154,400**	**Dollars**

The terms of "LLR Electric." are net 30 (unless an existing agreement is in place). Any balance of this account which is not paid within 30 days of the invoice shall bear interest at 18 percent per annum, or 1.5 percent per month.

Submitted By:_____
Print Name: Michael Madrid
Title: Electrical Estimator
Email: michael@llrelectric..com

Accepted By: _____ Date:_____
Print Name: _____
Title: _____

Estimate

Bar T Equipment Service, Inc.
PO Box 6254
Goodyear, AZ 85338
623-377-8492
ROC 281155 (CR56)
ROC 309542 (CR24)

Reference No.: 23124
DATE: June 18, 2023

EXPIRATION DATE: **July 18, 2023**

To: DBA Construction
Name: Glenn Bickley

SALESPERSON		PROJECT
Don Bassett (623) 694-5180 dbassett@bartequipment.com		Alta Vista

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	
1	1	Each	Fabricate and install 10'x6' Trash enclosure gates, Includes	$9,500.00	$ 9,500.00
			2x2x1/4 tube frame with 1x1x1/8 angle wrap inside of tube and		
			1 1/2"x3 1/2" raised B Deck sheeting, Includes Installation		
2	4	Each	Supply 4"x60" Mag 140 Type 1 permenant bollard, No installation	$400.00	$ 1,600.00
3	2	Each	supply 6"x84" Mag 140 Type 1 permenant bollard, No installation	$750.00	$ 1,500.00

Excludes Delivery on uninstalled items.
As of 2/1/19 ALL NEENAH FOUNDRIES HARDWARE NEEDS TO BE PAID FOR AT TIME OF PICK UP, WE APOLOGIZE FOR THE INCONVENIENCE
Railing to be paid based on actual linear feet fabricated and/or installed after field measured & verified.
Nose angle over 25' in length will be fabricated in 2 pieces and welded in the field by contractor
Price subject to change due to fluctuating steel market and possible pending government tariffs.
This quote is valid for the specifics called out above. Any changes in dimensions, materials, quantities, or otherwise may alter the price set forth in this quote. Any and all taxes to be charged at time of invoicing where applicable by law.

	$ 12,600.00
SUBTOTAL:	**$ 12,600.00**

To accept this quotation, please sign here & print name or issue a purchase order or subcontract and return:

_____

THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS WORK FOR YOU!

Chandler City Hall

URW
UNITED RIGHT-OF-WAY
VEGETATION MANAGEMENT

Item No.	Item Description	Unit	Quantity	Unit Price	Extended Amount
GC1	Mobilization	Lumpsum	1	$1,500.00	$1,500.00
41	DG Match existing	SY	536	$32.18	$17,248.48
42	Shrub - 5 Gal	Each	33	$50.44	$1,664.52
43	Accent - 5 Gal	Each	124	$55.89	$6,930.36
44	Groundcover - 5 Gal	Each	7	$50.44	$353.08
45	Tree - 24in Box	Each	17	$427.19	$7,262.23
46	Root Barrier, 18"	LF	105	$29.78	$3,126.90
47	Root barrier, 24"	LF	509	$25.31	$12,882.79
48	Landscape Establishment	Month	12	$1,200.00	$14,400.00
49	Drip Irrigation System installation	Lumpsum	1	$11,303.38	$11,303.38
	Pre emergent herbicide application	Each	3	$550.75	$1,652.25
				Total	$78,323.99

	Bid Alternate				
	D.G. Match Existing	SY	155	$34.35	$5,324.25
	Tree - 24 in box	EA	3	$427.19	$1,281.57
	Root Barrier, 18"	LF	76	$22.87	$1,738.12
	Root Barrier, 24"	LF	76	$29.42	$2,235.92
	Drip irrigation installation using existing tree line	Lumpsum	1	$3,677.50	$3,677.50
				Alternate Total	**$14,257.36**

Qualifications & Exclusions:

1. Labor, materials, equipment, mobilization and disposal associated with above listed work is included.
2. Excludes Boring and sleeve installation
3. Excludes cost of permits if necessary
4. Excludes sales tax
5. Traffic control if needed, to be furnished by DBA Construction.

MBE / DBE / SBE Certified
City of Phoenix,Tucson, ADOT

ALTA VISTA MASONRY
Licensed Bonded Insured
ROC 228921

8650 N 35th Ave Suite 100
Phoenix, Arizona 85051
Phone: 602-723-3675
Email: Laz@avmasonry.com

PROPOSAL

Job Name:	Chandler City Hall	Submitted to:	DBA Construction, inc
Address:	n/a	Attn:	gbickley@dbaconstruction.net
Architect:	Entellus	Bid Date:	1/31/2024 - Revised
Date of Plans:	3/1/2023	Addenda:	n/a

Prices are held for 30 days for the perfomance of MASONRY, subject to the acceptability of the Subcontract terms & conditions & will be incorporated into the subcontract as an attachment.

Base Bid Price: $ 24,823.00

Inc.	Exc.	Place		Inc.	Exc.	Place	
X		X	Medium weight cmu per specs	X		X	Grout in masonry walls only
	X		Normal weight cmu per specs	X		X	Rebar for masonry walls only
	X		Special order cmu	X		X	Horizontal wire reinforcement
	X		Integral color cmu	X		X	Control Joint
	X		Dry block/Integral water repellant		X		Sprayed-in/Loose-fill insulation
	X		Pre-cast/cast stone		X		Steel Imbeds/straps
	X		Integral colored pre-cast/cast stone		X		Straps
	X		4" brick veneer		X		Anchor Bolts
	X		Thin brick veneer		X		Dry-packing for masonry imbeds
	X		Glass block per plans/specs		X		Steel lintels
	X		Natural stone veneer per plan/spec		X		Efflorescence removal after initial cleaning
	X		Cultured stone veneer per plan/spec		X		Setting of steel lintels over 200 lbs
	X		Felt & installation		X		Reglet/counter flashing
	X		Lathe & installation		X		Set hollow metal door frames
	X		Brown coat/scratch coat		X		Set frames after walls are built
	X		Finish stucco		X		Shoring for masonry lintels
	X		EIFS/Synthetic stucco		X		Wall bracing/Wall bracing engineering
	X		Footings		X		Pressure Wash
X		X	Site Work		X		Dead man for wall bracing
	X		Rebar anchored to footings		X		Flashing Membrane
	X		Drill & epoxy		X		Caulking/Compressible filler
	X		Headwalls		X		Paint/stain/anti-graffity/waterproofing
	X		Concrete stems		X		Layout for other trades
	X		Concrete slabs		X		Engineering/Surveying of corners
	X		Dust control of Jobsite		X		Bond/sales tax/permit fees
	X		Masonry Shop Drawings		X		Temporary fencing/restrooms
	X		Testing & Inspections costs		X		Trash debris removed from premises
	X		Hot/cold weather protection		X		Indian Preference
		X	Trash debris placed in g.c. supplied dumpster		X		Residential Davis Bacon Wages
	X		Demolition		X		Heavy Davis Bacon Wages
	X		Highway Davis Bacon Wages (Cement Mason)		X		Building Davis Bacon Wages

Additional Conditions: Potable water must be available from time of commencement with hose attachment within 200' from building
We will install the following items supplied by others not exceeding 200 lbs: Steel lintels, anchor bolts imbeds, weld plates, reglet. Wall penetrations (only if layed out by other trades during construction)

MBE / DBE / SBE Certified
City of Phoenix,Tucson, ADOT

ALTA VISTA MASONRY
Licensed Bonded Insured
ROC 228921

8650 N 35th Ave
Suite 100
Phoenix, Arizona 85051
Phone: 602-723-3675
Email: Laz@avmasonry.com

Revised
Page 2 of 2

Chandler City Hall

Proposal from Alta Vista Masonry LLC For: Masonry	Addenda #	n/a	Date: 1/31/2024 - Revised

MASONRY WORK: Limited to page (1) inclusions, exclusions and items specifically called out below built per plans & specs

95' lf of 8816 Medium Weight Regular Gray CMU Screenwall	$16,516.00
29' lf of 8816 Medium Weight Regular Gray CMU Trash Enclosure	$8,307.00
We PROPOSE hereby to furnish materials and labor - complete in accordance with above specifications, for the sum of: As quoted above	$24,823.00

ALTERNATES:

IF FOOTING ALTERNATES ARE ACCEPTED PLEASE ADD THE FOLLOWING EXCLUSIONS: HARD DIG, REMOVAL OF DIRT SPOILS, COMPACTION, BACKFILL, DUST CONTROL, ENGINEERING, SURVEY POINTS, IRRIGATION, LANDSCAPE, UTILITIES AND TRAFFIC CONTROL.

N/A

We PROPOSE hereby to furnish materials and labor - complete in accordance with above specifications, for the sum of:

Payment to be made as follows: 35% for Materials upon acceptance the rest on 30 day progress payments

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized Signature

Lasaro Avila

Specialty Companies Group, LLC

PROPOSAL

TO: **DBA CONSTRUCTION**

5/2/23

PROJECT: **CHANDLER CITY HALL**
LOCATION: **CHANDLER BLVD & ARIZONA AVE**
CITY: **CHANDLER**
ATTN: **GLENN BICKLEY**
PHONE: **602-320-0841**
EMAIL: **GBICKLEY@DBACONSTRUCTION.NET**

PLAN DATE: **PRELIMINARY**
ADDENDA:
SCG JOB#:

Bid Item #	Item Description	Qty.	Unit	Unit Price	Unit Total
1	LOWER EXISTING FRAME AND COVER	6	EACH	$420.00	$2,520.00
2	ADJUST MANHOLE FRAME AND COVER MAG 422	1	EACH	$415.00	$415.00
3	ADJUST WATER VALVE PER C.O.C STD DET C-307	5	EACH	$445.00	$2,225.00

***WORK START DATES ARE SUBJECT TO SCHEDULING AVAILABILITY, ADVANCED SCHEDULING IS HIGHLY ENCOURAGED**

SUB-TOTAL:		**$5,160.00**
FUEL SURCHARGE:	**5.0%**	**$258.00**
TOTAL:		**$5,418.00**

TERMS:
All hardware for adjustments to be provided by others.
Traffic control shall be provided by others.
Night / Weekend work shall be additional.
Final billing shall be based on field verification of installed quantities. Void or empty hole billed at unit price.
Additional mobilizations due to delay or scheduling shall be provided at $2,500.00 each.
Unit prices are good for thirty (30) days from date of bid. Please contact SCG to confirm.

EXCLUSIONS:
Permits, bonds and taxes. Engineering, survey and testing. Construction Water. SWPPP.
Frames, covers, grade rings, debris shields, valve box, lid, debris caps and electronic locators.
Colored concrete, asphalt patch back and crack sealing. Manhole coating or linings.
Traffic control, Pavement marking, striping and reflectors and core drilling.
Pre-vailing wages and certified payroll.
*** ANY AND ALL MRRA JOBS INCREASE UNIT PRICE 10%**

Respectfully Submitted,

Jeremy Davis

Jeremy Davis
Estimator Special Projects

Accepted By: _____

Date: _____

Purchase Order: _____

Quotation

11030 N. 21st Ave. Phoenix, AZ 85029
602-944-3614
ROC168973 & ROC277976

Project: Chandler City Hall
Company Name: DBA
ATTN: Estimating Department
Date: 2/20/2024

Scope of Work: Onsite pavement markings and signage.

DESCRIPTION	QUANTITY	UNIT TYPE	UNIT PRICE	AMOUNT
4" Wide, Solid White Painted Parking Stall Striping	1028	LF	$ 0.45	$ 462.60
Handicap Accessible Parking Symbol	3	EA	$ 75.00	$ 225.00
Reserved Parking Sign+U Channel Post	3	EA	$ 325.00	$ 975.00
Solid Yellow Painted Handicap Stall Striping	162	LF	$ 0.45	$ 72.90
Van Accessible Parking Sign (Panel Only)	1	EA	$ 75.00	$ 75.00
No Parking Sign+U Channel Post	1	EA	$ 325.00	$ 325.00
Authorized Vehicles Only Sign+U Channel Post	1	EA	$ 375.00	$ 375.00
Motorcycle Parking Only Sign+U Channel Post	2	EA	$ 325.00	$ 650.00
One Way Traffic Sign+U Channel Post	1	EA	$ 375.00	$ 375.00
Solid Red Fire Lane Striping	177	LF	$ 1.30	$ 230.10
Mobilization - Sign	1	EA	$ 1,000.00	$ 1,000.00
Mobilization - Paint	1	EA	$ 1,250.00	$ 1,250.00
			TOTAL	$ 6,015.60

EXCLUSIONS: Traffic control, survey, as-built drawings, special cleaning, bonds, permits, micro seal/slurry seal/seal coat after obliteration, water supply/dump site, night/weekend work, and materials not listed above.

BID CLARIFICATIONS:

Quote is based off the following drawing sheets: Bid Schedule Dated: 1/2024

***ADD OPTION: Fire Lane Striping and Signage(city spec). Pricing available on request. Core drills are excluded.

***Anything not included in the bid above is excluded.

***No sign post details provided, additional items may be required.

***Paint and steel pricing has been continuously increasing during 2023, and as a result, Falcon reserves the right to review pricing prior to contract acceptance.

***New customers will be required to pay 50% upon execution of a contract or purchase order; final amount will be due immediately upon completion of project. All Sales/ Balances due settled by credit card will incur a 3% fee of the total transaction / purchase price agreed upon. For your convenience no fees are charged for remittance of payment by mailed in check or direct ACH deposits.

D2 Surveying
24468 N. Corn Street
Florence AZ, 85132
480-221-1368 (M)
1-888-765-7965 (F)

Estimate # 051-C-23

Proposal for Surveying Services

Job Description: Parking Lot & Alley Improvements
Job Location: 175 S. Arizona Ave Chandler, AZ 85225
APN: 303-10-109 Sec 34, T1S, R5E

Section A. Project Information

This project includes but is not limited to the survey work necessary for the parking lot and alley improvements.

Section B. Scope of Work

This proposal includes the following items as they relate to survey layout and/or constructions staking:

1. Project Management
2. Calculations and Control Verification
3. Stake Removals
4. Locate Utilities that need to be adjusted
5. Curb
6. Trash Enclosure
7. Valley Gutter Layout
8. Light Poles
9. Blue Tops and Striping
10. Project As-Builts

EXCLUSIONS: The following items are excluded from this proposal but may be negotiated prior to, or during the constructions process.

1. Boundary determination
2. Electric, ITS lines, Phone, Gas, or Cable TV line staking
3. Retention Verification
4. Pothole surveys and pothole exhibits
5. Re-staking

Section C. Schedule

D2 Surveying can begin immediately upon award of project. There will be no scheduling conflicts for any work requested 2 working days in advance. Any work requested with less than 2 days' notice will be completed as quickly and efficiently as possible, however accommodating a schedule on that short of notice cannot be guaranteed.

Section D. Summary of Cost

All work associated with the "Scope of Work" provided shall be budgeted at a cost of **$16,000** for professional surveying services. Any work in addition to, or outside of this scope may be negotiated prior to, or during the construction process by the assigned Survey Manager or Estimating Department of D2 Surveying. All line items are estimated on the condition that D2 Surveying is provided with a design CAD file, if no cad file is provided D2 Surveying will have the right to adjust this cost estimate.

Section E. Acknowledgements

This proposal is based on current plans dated: 03/2023 90% plans

Proposal voids after 30 days from date signed below and to the right.

D2 Surveying will complete all survey work set forth in the scope listed above. By signing this agreement, the signer agrees to the terms of this proposal in principle and that he/she is authorized to approve such agreement.

Client (or authorized signer) Date

04-27-2023

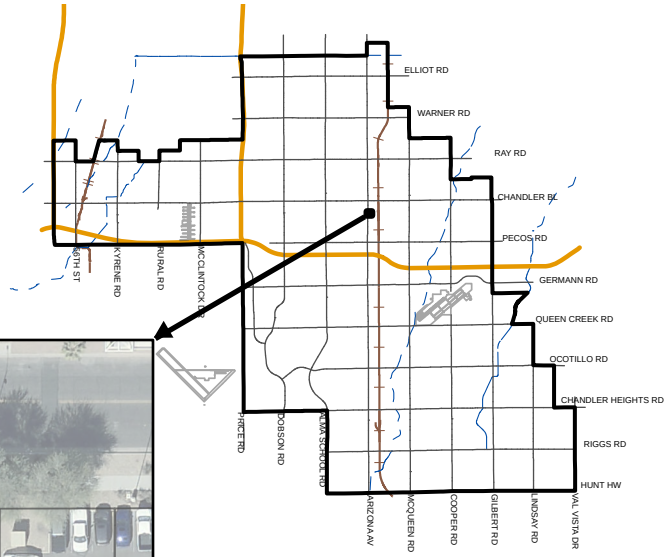
Jeremy R. Dalmacio Owner/RLS Date

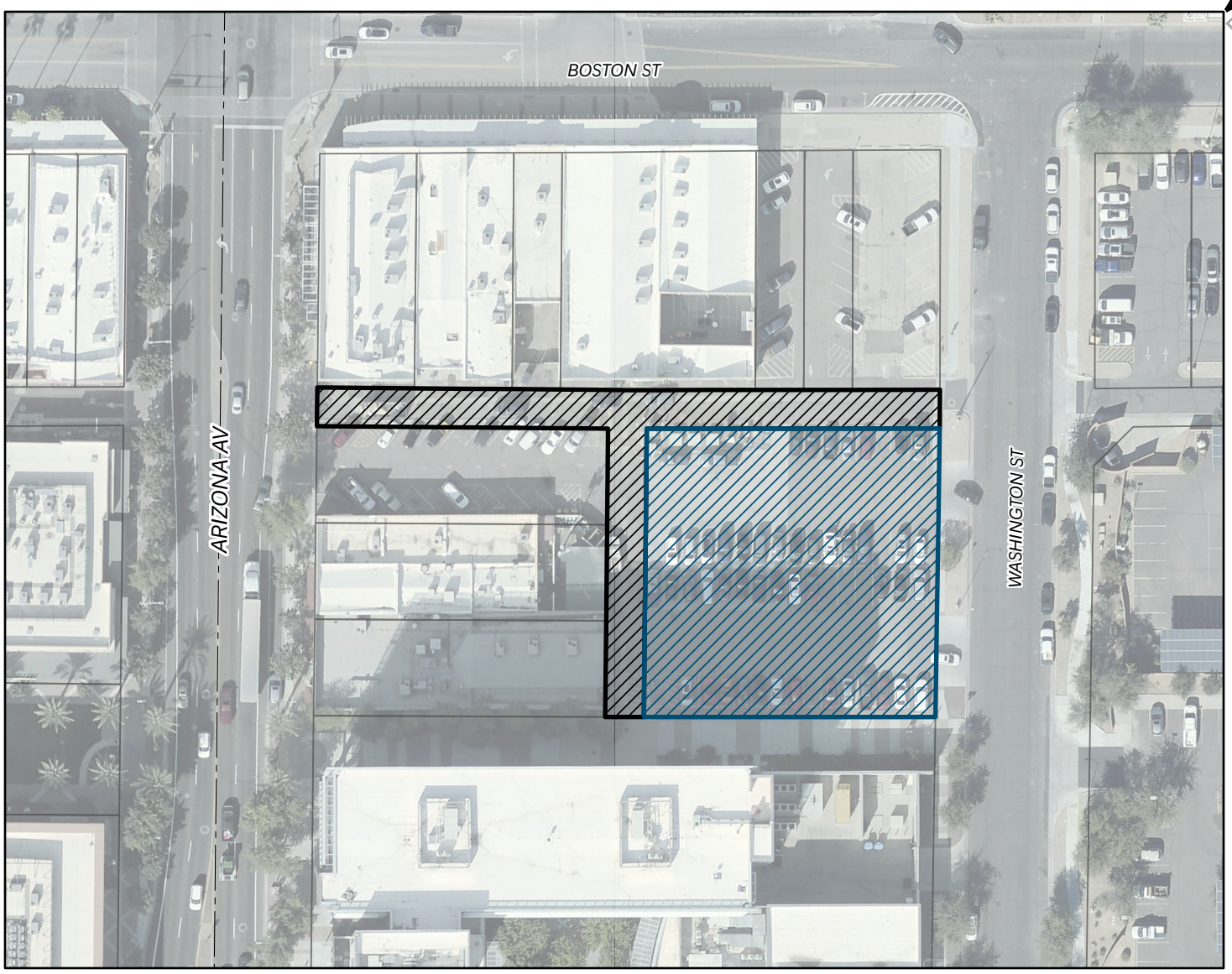
-Thank you for providing D2 Surveying the opportunity to work with your company. We understand that it is privilege to be given this opportunity and we do not take that lightly.

EXHIBIT H

BUILDERS RISK INSURANCE

CITY HALL PARKING LOT AND ALLEY IMPROVEMENTS PROJECT NO. CA2204.401





MEMO NO. CP24-124

ALLEY

PARKING LOT

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcGISPro_Shared\Map Requests\Capital Projects\2023\Capital_Projects_Map_Requests_2023\Capital_Projects_Map_Requests_2023.aprx 4/21/2023 maricelah

BOSTON ST

42.5' R/W PER
BK 5 OF MAPS, PG 34
MCR

42.5' R/W PER
BK 5 OF MAPS, PG 34
MCR

Temp. parking access

50' R/W PER
BK 5 OF MAPS, PG 34
MCR

40' R/W PER
BK 5 OF MAPS, PG 34
MCR

ARIZONA AVE

WASHINGTON ST

CHANDLER
arizona
Community of Innovation

CHANDLER CITY HALL PARKING LOT & ALLEY IMPROVEMENTS

CITY PROJECT NO. CA2204.201

LEGEND:

- NEW PAVEMENT
- NEW SIDEWALK
- NEW LANDSCAPE
- NEW PARKING SIGN
- PROPOSED PARKING LOT/ ALLEY LIGHTS

NORTH

Entellus™
3033 N. 44th Street, Suite 250
Phoenix, AZ 85018
Tel 602.244.3566
Fax 602.244.8947
Website: www.Entellus.com

CHANDLER arizona
Community of Innovation

City Council Memorandum Cultural Development Memo No. CP24-122

Date: April 04, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kim Moyers, Cultural Development Director
Dan Haskins, Capital Projects Division Manager
From: Hafiz Noor, Construction/Design Project Manager
Subject: Project Agreement Job Order No. CA2202.401 with DBA Construction, Inc., Pursuant to Job Order Master Agreement No. JOC2405.401, for the Wall Street Improvements

---

Proposed Motion:

Move City Council award Project Agreement Job Order No. CA2202.401 to DBA Construction, Inc., pursuant to Job Order Master Agreement No. JOC2405.401, for Wall Street Improvements, in an amount not to exceed $1,592,535.92.

Background/Discussion:

On June 15, 2023, City Council approved Phase 1 of the Wall Street Improvements project, consisting of the conversion of Arizona Public Service (APS) existing overhead power lines to underground facilities and additional transformers to allow for future redevelopment along Wall Street. The improvements to Wall Street are aimed to enhance pedestrian and vehicular connectivity, safety, and aesthetics of the corridor. This project represents the final section of an important pedestrian pathway across Downtown Chandler, connecting Chandler Boulevard and Frye Road.

This contract is for Phase 2 of the construction of Wall Street Improvements. The project scope of work consists of aesthetic enhancements promoting pedestrian connectivity and safety, colored stamped concrete, utilities, landscape and irrigation, signs, entry monument, outdoor benches and chairs, and lighting improvements.

Due to the proximity of and impact on local businesses, construction is scheduled to commence on May 1, 2024, to avoid the peak season for downtown activity. The city has engaged in extensive communication with these area businesses to prepare them for the project and will continue to communicate actively throughout the duration of the project. The agreement completion is time is 180 calendar days following Notice to Proceed.

A related Professional Services Agreement with Consultant Engineering, Inc., for the Wall Street Improvements, is also scheduled for this City Council meeting.

Evaluation:

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

Financial Implications:

The Wall Street Improvement project total cost of $1,592,535.92 will be partially funded from the Tumbleweed Ranch program (6CA670) appropriation in the amount of $1,147,821 and the Downtown Redevelopment program (6CA619) appropriation in the amount of $218,400. An appropriation transfer will be processed in FY 2023-24 in the amount of $1,147,821 from the Tumbleweed Ranch program (6CA670), and $218,400 from the Downtown Redevelopment program (6CA619), to the Downtown Alley Project (6CA671). The appropriation transferred out in FY 2023-24 from the Tumbleweed Ranch program (6CA670) and Downtown Redevelopment (6CA619) will be reappropriated in the Proposed FY 2024-25 budget. This transfer of budgetary capacity will not negatively impact the timing of Tumbleweed Ranch improvements.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.4320.5219.0.6CA669	General Gov’t Capital	Wall Street Improvements	$226,321.81	Y
411.4320.6210.0.6CA671	Streets General Obligations Bonds	Downtown Alley Projects	$1,366,214.11	Y

Attachments

Wall Street Rendering
Project Agreement
Location Map



Chandler, Arizona
February, 2024

Wall Street Improvements

CHANDLER arizona

wsp

J2 Design



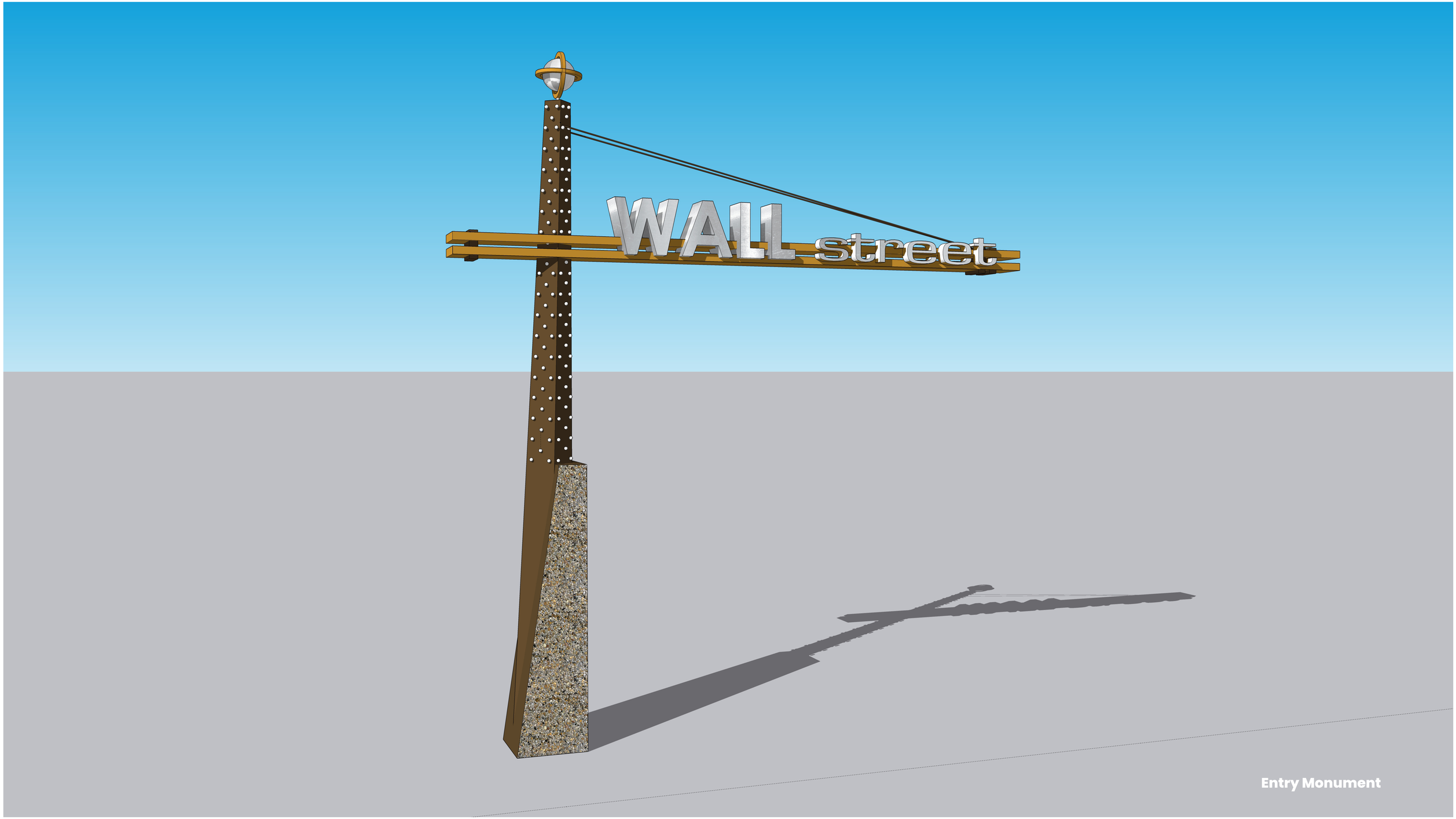
Chandler, Arizona
February, 2024

Wall Street Improvements

CHANDLER arizona

wsp

J2 Design



Entry Monument

Chandler, Arizona
February, 2024

Wall Street Improvements

CHANDLER arizona

wsp

J2 Design

CITY OF CHANDLER
JOB ORDER PROJECT AGREEMENT

WALL STREET IMPROVEMENTS

Project No. CA2202.401
Council Date: April 4, 2024 Item No.

This JOB ORDER PROJECT AGREEMENT ("Job Order") is made this _____ day of _____ 2024 ("Effective Date"), by and between the City of Chandler, an Arizona municipal corporation, ("City") and **DBA Construction, Inc.**, an Arizona corporation, ("JOC Contractor") and is entered into pursuant to Job Order Master Agreement No. JOC2405.401 ("JOC Master Agreement"). City and JOC Contractor may be referred to individually as "Party" or collectively as "Parties").

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

RECITALS

A. On or about February 13, 2024, the Parties entered into the JOC Master Agreement, which terms and conditions are made a part of and incorporated into this Job Order Project Agreement by this reference.

B. City proposes to engage JOC Contractor to construct Wall Street Improvements as more fully described in **Exhibit "A"**, which is attached to and made a part of this Job Order by this reference.

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

ARTICLE 1. DESCRIPTION OF WORK

The Parties enter into this Job Order Project Agreement for the **WALL STREET IMPROVEMENTS**, Project Number **CA2202.401**. The scope of work consists of Wall Street pedestrianilmprovements are between Chicago Street and Frye Road in Downtown Chandler. The improvements to Wall Street are aimed to enhance pedestrian and cyclist connectivity and safety. This is the final section of an important pedestrian pathway across Downtown Chandler, connecting Chandler Boulevard south to Frye Road, all as more particularly set forth in **Exhibit "A"** attached hereto and incorporated herein by reference.

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

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

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

ARTICLE 2. PROJECT PRICE

City will pay JOC Contractor for completion of the Work in accordance with the JOC Master Agreement a fee not to exceed the Guaranteed Maximum Price of **$1,592,535.92** Dollars determined and payable as set forth in JOC Master Agreement and **Exhibit "B"** attached hereto and made a part hereof by reference.

ARTICLE 3. AGREEMENT TIME & SCHEDULE

JOC Contractor agrees to complete all Construction within **180** calendar days from the Notice to Proceed (NTP) Date.

ARTICLE 4. JOB ORDER CONTACTS

The following parties serve in the capacity below for this Job Order Project.

CITY:	Construction Project Manager: Scott Riter	
	Phone:	480-782-3328
	Email:	Scott.riter@chandleraz.gov
JOC CONTRACTOR:	DBA Construction, Inc.	
	P.O. Box 63035, Phoenix, AZ 85082	
	JOC Contractor Representative: Tom Drysdale	
	Phone:	602-708-2899
	Email:	tomdrysdale@dbaconstruction.net

ARTICLE 5. FORCED LABOR OF ETHNIC UYGHURS PROHIBITED

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

SIGNATURE PAGE TO FOLLOW

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

"CITY" CITY OF CHANDLER

MAYOR

RECOMMENDED BY:

Daniel Haskins

Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney JMD

ATTEST:

City Clerk Seal

"JOC CONTRACTOR"
DBA CONSTRUCTION, INC.

Signature 3-5-24 Date

Tom Drysdale
Print Name

President
Title

tomdrysdale@dbaconstruction.net
Signer Email Address

EXHIBIT A
SCOPE OF WORK

DBA Construction, Inc.

EXHIBIT "A"

City of Chandler, AZ

Wall Street Improvements

Project No.: CA2202.41 / GG2202.401

Wall Street Improvements project consists of making Improvements as shown in project plans on Wall Street from E. Frye Road to E. Chicago Street. Length of Wall Street Improvements equals approximately 610 Linear Feet. The project will be performed in 1 or 2 phases to accommodate adjacent residents and businesses. The current proposed construction schedule is to perform work from 5/1/24 and reach conditional acceptance on or around 9/17/24. Improvements include but are not limited to:

- Remove existing concrete and asphalt
- Site Grading
- New Street Lights
- Festoon Lighting
- Landscape Plantings and Irrigation System with Controller
- Mobile and Stationary Planters
- Mounted Outdoor Dining Chairs
- Various concrete curbing and edging
- Block wall modification
- Exposed Aggregate Concrete Valley Gutter
- Stamped Asphalt Paving
- Striping and Signage
- New Entrance Driveway with ADA Ramps
- Trash Enclosure with Custom Gate
- Decorative Entry Monument Sign

DBA Construction will coordinate all construction activities with the City of Chandler, AZ and their representatives. Traffic Control will be implemented to maintain a safe working environment for our workers and local vehicular/ bicycle / pedestrian traffic.

EXHIBIT B
FEE SCHEDULE

DBA Construction, Inc.

EXHIBIT "B"

JOB ORDER COST PROPOSAL
SUMMARY SHEET

Negotiated Prices				
	Price of Subcontractor(s)		$	671,959.10
	Price of Subconsultant(s)		$	39,250.00
	General Conditions		$	183,200.00
	Preconstruction Labor (if applicable)		$	12,240.00
	Construction Labor (if applicable)		$	335,294.84
	SUBTOTAL (NEGOTIATED PRICES):		**$**	**1,241,943.94**
Overhead and Profit (Coefficient per Job Order Master Agreement)		**8.00%**	**$**	**99,355.52**
	TOTAL (NEGOTIATED PRICES + OVERHEAD & PROFIT):		**$**	**1,341,299.46**
Insurance, Bonds, & Taxes				
	Sales Tax Percentage (Current Tax Rate) **ENTER TAX % HERE:**	**5.07%**	$	69,703.98
	General Liability Insurance Percentage (Actual Cost per Job Order)	**1.20%**	$	14,903.33
	Builder's Risk Insurance Percentage (Actual Cost per Job Order)			
	Payment Bond (Actual Cost per Job Order)	**1.50%**	$	18,629.16
	Performance Bond (Actual Cost per Job Order)		$	-
	SUBTOTAL (INSURANCE, BONDS, & TAXES):		**$**	**103,236.47**
	COMBINED TOTAL (TOTAL + INSURANCE, BONDS, & TAXES):		**$**	**1,444,535.92**
City's Allowance			**$**	**148,000.00**
	TOTAL JOB ORDER:		**$**	**1,592,535.92**

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

DBA Construction, Inc.

Proposal Number: CHNDL24001
02/26/2024

Scott Riter
Construction Project Manager
City of Chandler | Public Works & Utilities Department
Cell: 602.686.1569
Scott.Riter@chandleraz.gov

Wall Street Improvements
City of Chandler, Arizona
City Project No. CA2202.401

DBA Construction, Inc. proposes to furnish all labor, equipment, and materials (unless otherwise noted) to complete these items as listed. We thank you for the opportunity to submit a proposal for the project referenced.

Plans: WSP, Richard D. Yano PE 12.29.23, Sheets 1 -36 as modified by DBA RFI 01 response

Specs: Section 322 Stamped / Colored Asphalt, 3 pages total.

RFIs: DBA pre bid addendums 1-5

ITEM #	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
WALL STREET IMPROVEMENTS - PROJECT No.: GG2202.401					
1	1.000	LS	CONSTRUCTION SURVEYING & LAYOUT	$ 40,650.00	$ 40,650.00
2	1.000	LS	MOBILIZATION / DEMOBILIZATION	$ 56,530.00	$ 56,530.00
3	1,110.000	SY	SUBGRADE PREPARATION	$ 42.00	$ 46,620.00
4	165.000	CY	AGGREGATE BASE	$ 218.00	$ 35,970.00
5	207.000	TON	AC PVMT - 3 IN SURFACE, A-12.5 EVAC	$ 265.00	$ 54,855.00
6	90.000	SF	6 IN CONCRETE PVMT, CL B, MAG 725	$ 30.00	$ 2,700.00
7	101.000	LF	3 IN SINGLE CURB MAG DTL222, TYPE B	$ 75.00	$ 7,575.00
8	140.000	LF	CONCRETE ROLL CURB MAG DTL 220-1, TYPE D	$ 65.00	$ 9,100.00
9	83.000	LF	VERT CURB, MAG DTL 222, TYPE A	$ 75.00	$ 6,225.00
10	3.000	EA	RELOCATE CURB STOP (PROVIDED BY CHANDLER)	$ 370.00	$ 1,110.00
11	539.000	SF	MODIFIED ENTRANCE COC STD DTL C-259	$ 35.00	$ 18,865.00
12	1,695.000	SF	CONCRETE APRON & VAL GUTTER, MAG 240 (MODIFIED)	$ 30.00	$ 50,850.00
13	2.000	EA	ADJUST - SS MH F&C MAG 422, COC C-400, 401	$ 515.00	$ 1,030.00
14	11.000	EA	ADJUST VALVE BOX & COVER, MAG 391-1 & COC C-307	$ 425.00	$ 4,675.00
15	17.000	EA	ADJUST WATER METER BOX	$ 425.00	$ 7,225.00
16	1,289.000	SY	REMOVE - ASPHALT CONCRETE PVMT	$ 40.00	$ 51,560.00
17	698.000	SF	REMOVE - CONCRETE DRIVEWAY	$ 10.00	$ 6,980.00
18	20.000	LF	REMOVE - CONCRETE BLOCK WALL FULL HEIGHT	$ 285.00	$ 5,700.00
19	100.000	LF	INSTALL 1' CAP ON RMVD BRICKS (EXCLUDED)	$ -	$ -
20	40.000	LF	REMOVE VERTICAL CURB	$ 16.00	$ 640.00
21	70.000	LF	CONDUIT (1" PVC, TRENCHED)	$ 65.00	$ 4,550.00
22	370.000	LF	CONDUIT (2" PVC, TRENCHED)	$ 75.00	$ 27,750.00
23	25.000	LF	CONDUIT (2.5" PVC, TRENCHED)	$ 145.00	$ 3,625.00
24	1.000	LS	ELECTRICAL CONDUCTORS (ASSUMED 3-#8 AWG COPPER)	$ 6,565.00	$ 6,565.00

DBA Construction, Inc.

25	80.000	LF	INSTALL PERF SIGN PER COC C-613	$	28.13	$	2,250.40
26	8.000	EA	INSTALL PERF SIGN POST FOUND PER COC C-613	$	56.25	$	450.00
27	59.000	SF	INSTALL REGULATORY SIGN PANEL W/ TYP VII/IX/X SHEET	$	31.39	$	1,852.01
28	1.000	EA	INSTALL METER MEDESTAL	$	7,500.00	$	7,500.00
29	515.000	LF	TYPE 1 PVMT MARKING, YELLOW STRIPE - (THERMO)	$	0.65	$	334.75
30	515.000	LF	OBLITERATE EXISTING STRIPING	$	0.65	$	334.75
31	3.000	EA	INSTALL NO PARKING LETTERING	$	300.00	$	900.00
32	8.000	EA	APS PULL BOX PER COC STD DTL C-757 & C-757-2	$	1,800.00	$	14,400.00
33	7.000	EA	SL POLE & FOUNDATION PER COC STD DTL C-755 (COOPER...)	$	10,400.00	$	72,800.00
33A	7.000	EA	GRAFFITI SHIELD PAINT STREET LIGHT POLES	$	1,714.30	$	12,000.10
34	500.000	LF	FESTOON LIGHTING	$	15.00	$	7,500.00
35	7,758.000	SF	COLOR & STAMP ASPHALT, SEAL COAT FINISH	$	8.00	$	62,064.00
36	620.000	SF	6 IN CONCRETE PAVING OVER 3 IN AGG BASE	$	22.00	$	13,640.00
37	211.000	LF	6 IN STEEL HEADER	$	30.00	$	6,330.00
38	171.000	EA	SHRUB - 5 GAL	$	53.25	$	9,105.75
39	1,664.000	SF	1.25 IN SCREENED DG , 2.5 IN THICK	$	5.76	$	9,584.64
40	1.000	EA	3/4 IN IRRIG POTABLE WATER METER & FEES	$	6,500.00	$	6,500.00
41	1.000	EA	3/4 IN RED PRESS IRRIG BFP WITH ENCLOSURE	$	3,651.00	$	3,651.00
42	1.000	EA	6-STA IRRIG CONROLLER (SOLAR & BATTERY POWERED)	$	2,438.00	$	2,438.00
43	2.000	EA	1 IN DRIP REMOTE CONTROL VALVE ASSEMBLY	$	887.66	$	1,775.32
44	44.000	EA	MULTI OUTLET EMITTER ASSEMBLY	$	86.58	$	3,809.52
45	3.000	EA	FLUSH END CAP ASSEMBLY	$	260.70	$	782.10
46	10.000	LF	1 IN MAINLIN PIPE - SCH 40 W/ SCH 80 FTGS	$	117.46	$	1,174.60
47	1,110.000	LF	3/4 IN LATERAL PIPE - SCH 40 PVC W/ SCH 40 FTGS	$	7.24	$	8,036.40
48	50.000	LF	0.5 IN EMIT RISER ASSEMBLY AT STAT RSD PLNTRS, SCH 80	$	33.24	$	1,662.00
49	9.000	EA	2 IN DRAIN PIPE & ROCK SUMP ASSEMBLY AT RSD PLNTRS	$	849.40	$	7,644.60
50	231.000	LF	3 IN IRRIG PIPE SLEEVE - SCH 40 PVC	$	24.00	$	5,544.00
51	1.000	AL	ENTRY MONUMENT W/ LIGHTING (ALLOWANCE)	$	153,880.00	$	153,880.00
52	6.000	EA	OUTDOOR DINING CHAIR*	$	1,434.00	$	8,604.00
53	6.000	EA	MOB GFRC RSD PLNTR W/ FORK KNOCK OUTS*	$	2,463.00	$	14,778.00
54	9.000	EA	STA GFRC RAISED PLANTER*	$	2,950.00	$	26,550.00
55	6.000	EA	PLANT SIPPER	$	297.00	$	1,782.00
56	1.000	EA	TRASH ENCLOSURE (MODIFIED CITY DETAIL C-113)	$	62,800.00	$	62,800.00
PROPOSAL COST SUB TOTAL						**$**	**983,807.94**

ITEM #	QTY.	UNIT	DESCRIPTION	UNIT PRICE		TOTAL	
GENERAL CONDTIONS, ALLOWANCES, POTHOLE, PERMITS							
1	80.000	DYs	GENERAL CONDITIONS	$	2,290.00	$	183,200.00
2	3.000	MOs	LANDSCAPE ESTABLISHMENT PERIOD	$	1,010.00	$	3,030.00
3	1.000	AL	TRAFFIC CONTROL (ALLOWANCE)	$	20,416.00	$	20,416.00
4	1.000	AL	QC - CONSTRUCTION MATERIALS TESTING (ALLOWANCE)	$	39,250.00	$	39,250.00
5	3.000	AL	DAYS POTHOLE EXISTING UTILITIES (ALLOWANCE)	$	4,080.00	$	12,240.00
GENERAL ITEMS COST SUB TOTAL						**$**	**258,136.00**

PROPOSAL COST SUB TOTAL	**$1,241,943.94**

DBA Construction, Inc.

General Liability Insurance - 1.2%	$ 14,903.33
Performance & Payment Bond - 1.5%	$ 18,629.16
Fee - 8%	$ 99,355.52
Proposal Total With Bond, Insurance & Fee	$ 1,374,831.94
Sales Tax - 5.07%	$ 69,703.98
Owners Contingency	$ 148,000.00
Proposal Total Including Sales Tax & Owners Contingency	$ 1,592,535.92

ITEM #	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
ALTERNATES / CONTINGENCIES					
1	7.000	EA	ALT SL POLE (AMERON PGC-180-10 W/ MODS), GRAFFITI COAT INCLUDED	$ (750.00)	$ (5,250.00)
2	7.000	EA	DEDUCT GRAFFITI SHIELD SL POLES IF ALT1 SELECTED	$ (1,714.30)	$ (12,000.10)
3	1.000	LS	CONTINGENCY FOR FINALIZED ELECTRICAL DESIGN	$ 15,000.00	$ 15,000.00

Assumptions:

Our proposal is based on assuming that the following conditions exist at the project site:

1. All work to be completed in no more than two (2) phases.
2. Proposal based on All work associated with APS OH-UG Conversion Project, APS Plans Sheets 1-9 dated 06-09-2023 being complete prior to DBA's issuance of Notice to Proceed.
3. Allowance items to be billed by actual invoice quantities and recorder hours.

DBA Construction, Inc.

Clarifications:

Our proposal requires further clarification on these points in order to be considered:

1. Per Manufacturer Wabash Valley – Outdoor Dining Chair WI9119C no longer in production. Proposed Alternate Dining Chair: Yorktown Surface Mount Slat Chair.
2. Per Manufacturer Planters Unlimited – Planters no longer in production. Alternate Planters: Modern Fiberglass (mobile) & Modern Fiberstone (Stationary) by Planters Unlimited Quoted. Color / Finish to be provided by owner via submittal process.
3. Removals & Adjustments notes 12 & 14 are conflicting:
    a. Note 12 "REMOVE TOP ROWS OF BRICKS TO CREATE 3' TOP OF WALL" – EXCLUDED
    b. Note 14 "REMOVE CONCRETE BLOCK WALL TO CREATE 10' WALKWAY" – INCLUDED
4. Landscape Maintenance Period for landscape / irrigation included for 90 days after conditional acceptance.
5. Pre Emergent application included.
6. Filling planters with top soil included.

Electrical Scope Clarifications:

7. APS Scope: It is assumed that the service conduits for the meter pedestal will be stubbed above grade at the desired meter pedestal location with debris caps. Location of conduits to provided.
8. For Meter Pedestal, this proposal includes Milbank CP3B1115A22.
9. One Line Diagram, Panel Schedule and Load Calcs needed to confirm Meter Pedestal and to procure Electrical Permit for final inspection.
10. Street Light Pole VE alternate provided.
11. Option for Graffiti Shield Paint provided.
12. For Electrical Conductors – 3 EA #8 AWG Copper Assumed. Information for conductor size and quantity for feeding the lighting was not clear.
13. Conduit Run from pole to pole included in this proposal based on experience of APS not allowing a private street light circuit in the APS' conduit system.
14. Meeting requested with DBA, Chandler, Electrical Sub, Electrical Designer to confirm Electrical Design.

DBA Construction, Inc.

Exclusions:

Our proposal excludes the following items and were not considered during the preparation of this estimate:

1. Construction permits, right of way permits.
2. Delays associated with Right of Way Procurement.
3. All work associated with APS OH-UG Conversion Project, APS Plans Sheets 1-9 dated 06-09-2023.
4. Site Furnishings no longer in production. Proposed Alternates included.
5. Removal Note 12 sheet P01. Removal Note 14 is included.
6. The adjustment, shoring and relocation of conflicting utilities.
7. Message / Arrow Boards. Traffic Control Allowance Included.
8. Construction Public Information Officer (PIO). DBA will work with and provide information and updates to PIO as needed.
9. Graffiti Shield on Street Poles Is Included ; see line item 33A.

DBA Construction, Inc.

Pete Allen

Estimator

480.416.3883

EXHIBIT C

PERFORMANCE BOND

Bond #59BCSJA7311

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

KNOW ALL MEN BY THESE PRESENTS THAT: DBA Construction, Inc.

(hereinafter "Principal"), and Hartford Casualty Insurance Company (hereinafter "Surety"), a corporation organized and existing under the laws of the State of Indiana with its principal office in the City of Hartford, CT, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto City of Chandler (hereinafter "Obligee") in the amount of One Million Five Hundred Ninety Two Thousand Five Hundred Thirty Five & 92/100 (Dollars) ($1,592,535.92), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Agreement with the Obligee, dated the 13th day of February, 2024 for construction of WALL STREET IMPROVEMENTS, CA2202.401 which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

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

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

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

Witness our hands this 5th day of March, 2024

CWI Insurance
AGENT OF RECORD

DBA Construction, Inc.
PRINCIPAL SEAL

By

Hartford Casualty Insurance Company
SURETY SEAL

By
Lori Spelde, Attorney-In-Fact

Project Name: WALL STREET IMPROVEMENTS
Project No.: CA2202.401
Rev. 1/16/2024

EXHIBIT D

Bond #59BCSJA7311

PAYMENT BOND

ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLES 28, 34, AND 41, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Agreement amount)

KNOW ALL MEN BY THESE PRESENTS THAT: DBA Construction, Inc.

(hereinafter "Principal"), as Principal, and Hartford Casualty Insurance Company (hereinafter "Surety"), a corporation organized and existing under the laws of the State of Indiana with its principal office in the City of Hartford,CT, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto City of Chandler (hereinafter "Obligee") in the amount of One Million Five Hundred Ninety Two Thousand Five Hundred Thirty Five & 92/100 (Dollars) ($ 1,592,535.92), for the payment whereof, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Agreement with the Obligee, dated the 13th day of February, 2024 for construction of **WALL STREET IMPROVEMENTS, CA2202.401** which Amendment is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in said Agreement, this obligation is void. Otherwise it remains in full force and effect.

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

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

Witness our hands this 5th day of March, 2024

CWI Insurance
AGENT OF RECORD

2152 South Vineyard, Suite 107
Mesa, AZ 85210
AGENT ADDRESS

DBA Construction, Inc.
PRINCIPAL SEAL

By

Hartford Casualty Insurance Company
SURETY SEAL

By
Lori Spelde, Attorney-In-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 *or fax:* 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: CWI INSURANCE
Agency Code: 59-307001

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :

Caitlin Coon, Ronda H. Epperson, Jacob H. Grover, Elizabeth A. McGrellis, Sarah Smith, Lori Spelde, Jeffery L. Steed of MESA, Arizona

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 5, 2024

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

EXHIBIT E

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project Name: **WALL STREET IMPROVEMENTS**
Project No.: **CA2202.401**

To the City of Chandler, Arizona

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of $_____, as set out in the final pay estimate, as full and complete payment under the terms of the Agreement, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Chandler against any and all liens, claims or liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performances and materials furnished for the performance of said installation.

Signed and dated at _____, this _____ day of _____ 20____.

_____
CONTRACTOR

By _____

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____ 20 _____.

_____
Notary Public

_____
My Commission Expires

EXHIBIT F

CERTIFICATE OF COMPLETION

Project: **WALL STREET IMPROVEMENTS**
Project No.: **CA2202.401**

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. **CA2202.401** HAVE BEEN DELIVERED IN ACCORDANCE WITH THE AGREEMENT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE CONTRACTOR UNDER THE AGREEMENT HAVE BEEN COMPLETED AS OF _____.
(Date)

FIRM NAME: _____

PRINCIPAL: _____
(Name)

_____
(Signature)

_____ DATE: _____
(Title)

CERTIFIED BY ENGINEER/CONSULTANT (*IF APPLICABLE*):

_____ DATE: _____
(Signature)

_____
(Firm Name)

PROJECT ACCEPTED BY USER DEPARTMENT

_____ DATE: _____
(Signature)

_____
(Dept. /Div.)

_____ Date of Final Walk-Through

_____ Date As-Built Received

_____ City As-Built Number

EXHIBIT G

SUBCONTRACTOR DOCUMENTS WITH JOC CONTRACTOR

Any subcontractor assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the JOC Contractor and their subcontractors, and do not apply to the Agreement between the JOC Contractor and the City.

S3 Arizona LLC.
Survey Proposal For
Wall St - Chandler

Date: 2/9/2024

DBA Construction

Attn: Bidding / Estimate Department

Scope of Project

Subtask 100 - Control

Verify existing control to use for horizontal and vertical alignment as set forth on approved plan sets provided to S3. Set ½" rebar with crossed lath at various location around perimeter of project for horizontal and vertical control. Run vertical bench loop from benchmarks provided on approved plan sets and verify accuracy. Carry site benchmark to all horizontal control points and additional control set by S3. Prepare control calculations for site coordinate localization.

Subtask 107 - Removals

Set paint mark at removal and saw cut lines. Saw cut lines will be provided at 100' intervals along alignments.

Subtask 116 - Utility Adjustments

Mark (with paint) asbuilt location of all sewer and storm drain manholes, cleanouts and water valves under new roadway for surface adjustment.

Subtask 117 - Electrical/Dry Utilities Staking

Stake double offsets to all junction boxes and transformer pads with grades to nearest hardscape elevation. Stake double offsets to all light poles with grades to nearest hardscape elevation. All SRP/APS etc. record of surveys or additional asbuilts for running line is non-scope items. Running line/conduit staking will be considered non-scope and subject to extra work orders per contractor request.

Subtask 118 - Curb Staking

Stake curb alignment with pre-determined offsets at 25' intervals including grade breaks, PC's, PT's, etc. and provide cut/fill sheet to contractor. Provide location of centerline of handicap ramps and driveways with location only and no grade.

Subtask 119 - Valley Gutter Staking

Stake watermain alignment with pre-determined offsets at 50' intervals with grades to provided plan elevations and provide cut/fill sheets. Stake fire hydrants with double offsets and graded to nearest hardscape elevation. Stake tees and bends with double offsets, valves and pipe restraints staked as requested.

Subtask 124 - AB Blue Top Staking

Provide bluetop hubs at 25' intervals/grid including grade breaks and angle points in pavement areas. AB shall be constructed to +/-0.20' to plan elevation prior to any staking.

Subtask 125 - Subgrade Blue Top Staking

Provide bluetop hubs at 50' intervals/grid including grade breaks and angle points in pavement areas. Subgrade shall be constructed to +/-0.20' to plan elevation prior to any staking.

Subtask 129 - Misc. Concrete Pad Staking

Set flagged nails or hubs at pre-determined offsets to concrete pad corners.

Subtask 132 - Sign Staking

Provide double offset for location of sign with no grade.

Subtask 137 - As-builts

After construction, as-built data will be plotted on the city approved plan set on requested media provided by the contractor/owner. The requested media (24x36 bond, mylar or vellum) will be supplied at the contractor/owner expense. Compilation of required as-builts and proper documentation submitted throughout phasing of construction which requires intermittent as-built documentation. Final as-builts shall be submitted after construction. To complete as-builts in a timely manner, a 48 hour notice must be provided on any underground utilities prior to back filling. If as-builts are not collected prior to back filling, S3 is not responsible for any added costs to expose utilities for as-built collection. S3 will mark as-built shots collected by painting the needed shot "pink" for contractors visual verification that the as-built has taken place. Contractor may as-built underground utilities as long as contractor provides S3 with a copy of "red line plans" for final as-builts. If contractor provides a copy of "red line plans", the final as-built set of plans will reflect this in the signing of the plans for project owner. If as-built set is not approved after second review, this is considered out of scope work and will be subject to a time and material basis. On call as-builts and night time as-builts are considered out of scope and subject to time and material basis. All as-builts will be collected to meet or exceed "NSPS Model Standards".

Subtask 138 - Office

S3 Arizona will perform the necessary calculations to stake the project per the plans and coordinate with the contractor to facilitate staking of the project. S3 Arizona will analyze all As-staked data from the field crews and compare it to design data to assist in the detection of inconsistencies or errors, and to verify compliance to staking requirements.

Lump Sum Fee: $25,900.00

Office: 480-414-4121 Cell: 480-522-6661

Email: toddh@s3-az.com

All staking tolerances will follow Section D NSPS Model Standards For Construction Layout Surveys

This project proposal is good for 90 days from the date shown above

RE STAKE = $14,750.00

S3 TOTAL = $40,650.00

ON IT CONSTRUCTION, LLC

1637 W Desert Hills Dr
Phoenix, AZ 85086
Phone: 602-687-9794

Project: WALL ST- CHANDLER
Date: FEBRUARY 14, 2024

	DESCRIPTION	QUANTITY		UNIT PRICE	TOTAL PRICE
Utility Adjustments					
	ADJUST MANHOLES	2	EACH	$ 515.00	$ 1,030.00
	ADJUST VALVES	11	EACH	$ 425.00	$ 4,675.00
	ADJUST METERS- DOES NOT INCLUDE ANY NEW HARDWARE FOR METERS	17	EACH	$ 425.00	$ 7,225.00
	LOWER MANHOLES	2	EACH	$ 295.00	$ 590.00
	LOWER VALVES	11	EACH	$ 295.00	$ 3,245.00
	LOWER WATER METER	17	EACH	$ 295.00	$ 5,015.00

$8,850.00 IN ASPHALT DEMO

Minimum jobsite call charge is $2000.00. Sales tax excluded. Retention excluded. Traffic control excluded. Colored concrete excluded. Missing or broken hardware is excluded. Barricading excluded. Valve extensions excluded. Epoxy coating excluded. Drywells excluded. Debris caps excluded. Debris shields excluded. Locator coil excluded. Adjustments in concrete or landscape excluded. Any excavation due to misalignment or depth beyond 5' will be billed additionally. Bonding excluded. Dust control excluded. Job security excluded. Night and weekend work excluded. Grading and shaping excluded. Pricing good until August 31, 2024.

Dean Doherty
Estimator
dean@onitconstructionaz.com
602-721-0273
ROC267789

PROPOSAL

CS CONSTRUCTION, INC.

22023 NORTH 20TH AVENUE

PHOENIX, ARIZONA 85027

CONTACT: ZACHERY BARNES

PHONE: (623) 889-7650 | FAX: (623) 889-7651

AZ ROC NO. 071662 | A- GENERAL ENGINEERING

TO:	DBA CONSTRUCTION	PROJECT NAME:	WALL ST STREETSCAPE
ATTN:	PETE ALLEN	LOCATION:	FRYE RD TO CHICAGO RD
BID DATE:	FEBRUARY 15, 2024	PROJECT NO.:	CA2202.401
WAGE RATE:	STANDARD	ADDENDUMS:	N/A

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1.00	LS	5,000.00	5,000.00
2	CONDUIT (1" PVC, SCH. 40) (TRENCH)	70.00	LF	65.00	4,550.00
3	CONDUIT (2" PVC, SCH. 40) (TRENCH)	370.00	LF	75.00	27,750.00
4	CONDUIT (2.5" PVC, SCH. 40) (TRENCH)	25.00	LF	145.00	3,625.00
5	PULL BOX (COC C-757)	8.00	EA	1,800.00	14,400.00
6	FOUNDATION (METER PEDESTAL)	1.00	EA	2,500.00	2,500.00
7	CABINET (METER PEDESTAL)	1.00	EA	5,000.00	5,000.00
8	FOUNDATION (STREET LIGHT POLE)	7.00	EA	4,000.00	28,000.00
9	POLE (AMERON PGF-180-10 W/ MODS)	7.00	EA	3,200.00	22,400.00
10	LUMINAIRE (COOPER STREETWORKS PMM-MESA, 34W)	7.00	EA	2,200.00	15,400.00
11	FESTOON LIGHTING W/ TETHER CABLE (HALCO-9051, 11W)	500.00	LF	15.00	7,500.00
12	CONDUCTORS (ASSUMING 3-#8 AWG COPPER)	1.00	LS	6,565.00	6,565.00

GRAND TOTAL **$142,690.00**

NOTES:

As per WSP plans dated 12/29/23, we have prepared a proposal on the above referenced project. We propose to furnish all labor, equipment, supervision, and materials to complete the above items for the indicated price.

This proposal excludes the following (Unless otherwise noted):

1. Sales Tax, Bonds, Permits, Fees, Liquidated Damages
2. Engineering, Testing, Surveying and Layout
3. Utility Adjustments and Relocations
4. Foundation Removals
5. Traffic Control, Barricading, Protection of Work, Off-Duty Police Officer, Flaggers
6. Jobsite Water Source, Dust Control, SWPPP, BMP's
7. Night, Weekend and/or Overtime Work
8. Haul off or relocation of spoils
9. Jack or Bore Conduits Under Existing Curb, Gutter, Sidewalk or Roadway
10. Trench Plating, Sawcut, Removal or Patch of Asphalt or Concrete
11. Repair of unmarked irrigation lines
12. Removal and/or Replacement of Landscaped Materials
13. Pioneering and/or access to work areas

14. Any scope within 12' of live overhead powerlines. This work shall be done by others.
15. APS Scope. It is assumed that the service conduits for the meter pedestal will be stubbed above grade at the meter pedestal location by others.
16. Monument sign lighting. CSCI will provide conduit to the monument sign from the meter pedestal. Wiring and connections are to be by others.

Clarifications:
1. If unmarked utilities, incorrectly marked utilities and/or utilities not shown on plans are discovered, then CSCI will start stand-by time from the time of discovery until the time that the utility company has claimed ownership and allows CSCI to proceed or has determined the status of the utility (live or abandoned).
2. Information was incomplete on the meter pedestal, therefore, this quote includes a Milbank CP3B1115A22. If anything changes once a one-line diagram is provided, then CSCI will request additional compensation.
3. An alternate design for the pole is included in this proposal as the lighting representative for the Cooper fixtures does not represent the pole vendor specified. If this pole is not accepted by the designer, then additional compensation will be requested.
4. The pole pricing includes a 20A GFCI with waterproof, WIU cover for festoon lighting. The GFCI will be connected to the photocell on the luminaire.
5. Additional details will need to be provided for mounting the festoon lighting to the pole.
6. There is no information as to the conductor size and quantity for feeding the lighting. This proposal is assuming (3) #8 AWG copper conductors. Once the designer provides this information, then additional compensation may be requested. Additionally, APS will not allow a private street light circuit in their conduit system, therefore, this proposal includes a new conduit run from pole to pole to feed the new private street light circuit.

If the owner holds retention from the General Contractor, then retention may be held from CS Construction in an equal percentage. Retention must be released 30 days after work has been completed by CS Construction, Inc.

This proposal is valid for a period of twenty (20) days from this date.

Thank you for the opportunity to bid this work. We hope that we may be of service.

Sincerely,
CS CONSTRUCTION, INC.

Zachery D. Barnes

Digitally signed by Zachery D. Barnes
Contact Info: zbarnes@cscompanies.com
Date: 2024.02.15 13:46:05-07'00'

Zachery D. Barnes
Chief Estimator

Pete Allen

From: Zach Barnes <zbarnes@cscompanies.com>
Sent: Friday, February 23, 2024 9:38 AM
To: Pete Allen
Subject: RE: Wall Street - Chandler, AZ - Quote Request

It is not included. It will be a $250/Pole adder for that.

Thanks,

Zachery Barnes| Chief Estimator
CS Construction, Inc. | Since 1980
O: 623.889.7650 | C: 602.980.4739
22023 N. 20th Ave. Suite A. Phoenix, AZ 85027
www.cscompanies.com

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From: Pete Allen <pallen@dbaconstruction.net>
Sent: February 23, 2024 09:15 AM
To: Zach Barnes <zbarnes@cscompanies.com>
Subject: RE: Wall Street - Chandler, AZ - Quote Request

Zach,

Does alternate pole included in your base proposal (AMERON PGF-180-10 w/ MODS @ $3200 / EA) include graffiti coating?

If not – can it be graffiti coated? And what is cost to graffiti coat?

Thanks,

PETE ALLEN
DBA Construction, Inc.
480.416.3883

From: Zach Barnes <zbarnes@cscompanies.com>
Sent: Monday, February 19, 2024 6:15 AM
To: Pete Allen <pallen@dbaconstruction.net>
Cc: Glenn Bickley <gbickley@dbaconstruction.net>
Subject: RE: Wall Street - Chandler, AZ - Quote Request

Pete,

I received a quote on the specified pole late on Friday. If Chandler is adamant about using the pole specified in the plans, it will be an adder of $7,000 and on top of that, it is another $12,000 for a graffiti shield paint over galvanize. I do not think that it is best value to use the pole specified in the plans.

Thanks,

Zachery Barnes| Chief Estimator
CS Construction, Inc. | Since 1980
O: 623.889.7650 | C: 602.980.4739
22023 N. 20th Ave. Suite A. Phoenix, AZ 85027
www.cscompanies.com

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From: Pete Allen <pallen@dbaconstruction.net>
Sent: February 15, 2024 03:06 PM
To: Zach Barnes <zbarnes@cscompanies.com>
Cc: Glenn Bickley <gbickley@dbaconstruction.net>
Subject: RE: Wall Street - Chandler, AZ - Quote Request

Zach,

My notes / questions attached in green.
I am running out of time today – but is there a good time for a quick call tomorrow morning?
I just want to make sure I convey your bid qualifications appropriately on my proposal to the owner.

Understood and agreed on design meeting and allowance to cover gaps in electrical design.

Thanks,

PETE ALLEN
DBA Construction, Inc.
480.416.3883

From: Zach Barnes <zbarnes@cscompanies.com>
Sent: Thursday, February 15, 2024 1:50 PM
To: Pete Allen <pallen@dbaconstruction.net>
Cc: Glenn Bickley <gbickley@dbaconstruction.net>
Subject: RE: Wall Street - Chandler, AZ - Quote Request

Pete,

Attached is the proposal for this project. Please read my notes and call me with any questions. The designer has made it difficult for us to accurately price this out so I made some assumptions. I would like to have a final design meeting with the engineer, in person, prior to finalizing any pricing. Furthermore, I am suggesting that DBA carries a design change allowance of at least $15,000.

Regards,

FALCON CONTRACTING INC

Quotation

SIGNAGE

11030 N. 21st Ave. Phoenix, AZ 85029
602-944-3614
ROC168973 & ROC277976

Project: Wall St Chandler
Company Name: DBA
ATTN: Estimating Department
Date: 2/15/2024

Scope of Work: Offsite pavement markings and signage.

	DESCRIPTION	QUANTITY	UNIT TYPE	UNIT PRICE	AMOUNT	
~~4" Paint Pavement Markings~~		~~515~~	~~LF~~	~~$ 0.45~~	~~$ 231.75~~	
~~4" Thermoplastic Pavement Markings~~		~~515~~	~~LF~~	~~$ 0.65~~	~~$ 334.75~~	
~~4" Obliterate Pavement Markings~~		~~515~~	~~LF~~	~~$ 0.65~~	~~$ 334.75~~	SIGNS
SIGNS	Sign Panels	59 ~~38~~	SF	$ 28.00	$ ~~1,071.00~~	$1,652.00
SIGNS	Post, Foundation, Installation	9	EA	$ 300.00	$ 2,700.00	$2,700.00
SIGNS	Remove Signs IN SIGN UNIT PRICE	1	EA	$ 200.00	$ 200.00	$200.00
~~Premark No Parking Legends~~		~~3~~	~~EA~~	~~$ 300.00~~	~~$ 900.00~~	
	Mobilization - Sign IN MOB	1	EA	$ 1,000.00	$ 1,000.00	SIGNS TOTAL = $5,552.00
~~Mobilization - Paint~~		~~1~~	~~EA~~	~~$ 1,250.00~~	~~$ 1,250.00~~	
~~Mobilization - Thermoplastic IN MOB~~		~~1~~	~~EA~~	~~$ 1,500.00~~	~~$ 1,500.00~~	
~~Mobilization - Oblit IN MOB~~		~~1~~	~~EA~~	~~$ 2,250.00~~	~~$ 2,250.00~~	
				TOTAL	$ ~~11,772.25~~	

EXCLUSIONS: Traffic control, survey, as-built drawings, special cleaning, bonds, permits, micro seal/slurry seal/seal coat after obliteration, water supply/dump site, night/weekend work, mast arm signage, and materials not

BID CLARIFICATIONS:

Quote is based off the following drawing sheets: SS01,SS02 Dated: 12/29/2023

***Any obliteration not included above is excluded. Seal over obliteration is excluded. Core drills are excluded. Slip Bases are excluded.

***Paint and steel pricing has been continuously increasing during 2023, and as a result, Falcon reserves the right to review pricing prior to contract acceptance.

***New customers will be required to pay 50% upon execution of a contract or purchase order; final amount will be due immediately upon completion of project. All Sales/ Balances due settled by credit card will incur a 3% fee of the total transaction / purchase price agreed upon. For your convenience no fees are charged for remittance of payment by mailed in check or direct ACH deposits.

DISCLAIMER: Taxes are excluded. Standard State of Arizona insurance is provided. Davis Bacon/Prevailing Wages are not acknowledged. Addendums acknowledged: N/A. Unit pricing prevails. Retention will not be held for projects under $10,000. Quote is valid for 30 days.

Customer Acceptance Signature: _____ Date: _____

PO Number:

FALCON CONTRACTING INC

STRIPING

Quotation

11030 N. 21st Ave. Phoenix, AZ 85029
602-944-3614
ROC168973 & ROC277976

Project: Wall St Chandler
Company Name: DBA
ATTN: Estimating Department
Date: 2/15/2024

Scope of Work: Offsite pavement markings and signage.

DESCRIPTION	QUANTITY	UNIT TYPE	UNIT PRICE	AMOUNT
~~4" Paint Pavement Markings~~	~~515~~	~~LF~~	~~$ 0.45~~	~~$ 231.75~~
4" Thermoplastic Pavement Markings	515	LF	$ 0.65	$ 334.75
4" Obliterate Pavement Markings	515	LF	$ 0.65	$ 334.75
~~Sign Panels~~	~~38~~	~~SF~~	~~$ 28.00~~	~~$ 1,071.00~~
~~Post, Foundation, Installation~~	~~9~~	~~EA~~	~~$ 300.00~~	~~$ 2,700.00~~
~~Remove Signs~~	~~1~~	~~EA~~	~~$ 200.00~~	~~$ 200.00~~
Premark No Parking Legends	3	EA	$ 300.00	$ 900.00
~~Mobilization - Sign~~	~~1~~	~~EA~~	~~$ 1,000.00~~	~~$ 1,000.00~~
~~Mobilization - Paint~~	~~1~~	~~EA~~	~~$ 1,250.00~~	~~$ 1,250.00~~
Mobilization - Thermoplastic IN MOB	1	EA	$ 1,500.00	$ 1,500.00
Mobilization - Oblit IN MOB	1	EA	$ 2,250.00	$ 2,250.00
			~~TOTAL~~	~~$ 11,771.25~~

EXCLUSIONS: Traffic control, survey, as-built drawings, special cleaning, bonds, permits, micro seal/slurry seal/seal coat after obliteration, water supply/dump site, night/weekend work, mast arm signage, and materials not

BID CLARIFICATIONS:

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Customer Acceptance Signature: _____ Date: _____

PO Number:

CREATIVE PAVING SOLUTIONS

"THE EVOLUTION OF PAVING TECHNOLOGY"

Dba Creative Paving Coating Solutions

Proposal

DBA Construction, Inc.
Pete Allen
(602) 442-6767
1833 South 59th Avenue
Phoenix, AZ
Via email to: pallen@dbaconstruction.net
January 18, 2024

Job Number: 230111
Chandler Wall Street
Frye Rd to Chicago Road
Chandler, AZ

Creative Paving Solutions proposes furnishing the materials and performing the labor necessary for the completion of the project at the above listed job site.

LINE ITEM 1 - Creative Paving Solutions will print, coat, and seal approximately 7,785 square feet of existing asphalt using DecoCoat DP-200 Asphalt Coating System. The colors and patterns will be per the plans reading "Three Tone Color to Simulate Arizona Avenue Sidewalk Paving" with "Multi-size paver To Simulate Arizona Avenue ~~Sidewalk~~ Paving". Once coated, we will seal the approximately ~~7,785~~ square feet using DecoCoat DP-100 Sealer. We will do this for $6.85.00 per square foot for a **total of ~~$53,327.00 plus~~ applicable sales taxes.**

$53,142.30

7758 SF

THIS PRICE DOES NOT INCLUDE CRACK FILLING, PAVING, DAVIS BEACON WAGES, UNION WAGES AND/OR PREMIUM PAY NOT CAUSED BY CREATIVE PAVING. CREATIVE PAVING IS NOT RESPONSIBLE FOR CURRENT AND/OR FUTURE CRACKS OR BELOW GRADE MOISTURE. THE SCHEDULE CAN CHANGE DUE TO INCLIMENT WEATHER.

- Any additional square footage will be charged at the same rates as shown above per square foot plus applicable sales taxes
- Prices are valid for sixty days from the date of this proposal.
- Payment will be made as follows:
  - Payments will be due 30 days after invoicing. We offer a 2% discount on any full invoice (without retention deducted) paid within 7 days of invoice date. Invoices not paid within 45 days of invoice date will be subject to a 1.8% finance charge per month.
  - **FINAL BILLING WILL BE BASED ON FIELD MEASUREMENTS OF ACTUAL WORK COMPLETED. IF ACTUAL FIELD MEASUREMENTS ARE 10% OR GREATER LESS THAN INITIALLY PROPOSED AN INCREASE IN THE PRICE PER SQUARE FOOT MAY BE REQUIRED.**
- Creative Paving Solutions is not responsible for and will not warranty any damage caused by anyone other than Creative Paving Solutions.
- Creative Paving Solutions will warranty all labor and material supplied by Creative Paving Solutions for three years from the date of substantial completion of this project.
- Exclusions:
  - Surveying and/or engineering
  - Field layout
  - Paving
  - Bonds and permits
  - Unforeseen Cleaning prior to commencement of work, or Cleaning from another subcontractor.

Cost Proposal

Client: DBA Construction; Attn: Pete Allen

Location: Wall Street; Chandler AZ

Work Description: Installation of Irrigation system, shrubs, and granite.

Item Number	Description	Quantity	Units	Unit Cost	Extended Total
2	Mobilization	1	Lumpsum	$ 1,500.00	$ 1,500.00
40	Shrub (5 gallon)	171	Each	$ 53.25	$ 9,105.75
41	1 ¼" screened decomposed granite 2.5" thick	1,664	SF	$ 5.76	$ 9,584.64
43	¾" RP Irrigation backflow & enclosure	1	Each	$ 3,650.96	$ 3,650.96
44	6-station solar irrigation controller	1	Each	$ 2,436.57	$ 2,436.57
45	1" Drip remote control valve assembly	2	Each	$ 887.66	$ 1,775.32
46	Multi-outlet Emitter assembly	44	Each	$ 86.57	$ 3,809.08
47	Flush End Cap Assembly	3	Each	$ 260.69	$ 782.07
48	1" mainline sch40 with sch 80 fittings	10	LF	$ 117.45	$ 1,174.50
49	¾" drip lateral line pipe – sch 40 pvc	1,110	LF	$ 7.24	$ 8,036.40
50	½" Emitter riser Assembly at stationary planters	50	LF	$ 33.24	$ 1,662.00
51	2" Drainpipe and rock sump	9	Each	$ 849.39	$ 7,644.51
*	Pre-emergent Herbicide application	3	Each	$ 475.24	$ 1,425.72
*	Add topsoil compost mix to planters	15	Each	$ 455.02	$ 6,825.30
*	Monthly Maintenance	~~12~~ 3	Each	$ 1,010.00	~~$12,120.00~~

Total ~~**$ 71,532.82**~~

Qualifications & Exclusions:

1. Labor, materials, equipment, mobilization, and disposal associated with above listed work is included.
2. Estimate is based on our evaluation to complete work as described above and in specifications/detail. Changes due to unforeseen problems, delays and specifications may increase costs if additional time, labor, and materials are required.
3. Excludes cost of permits if necessary.
4. Excludes cost of traffic control.
5. Excludes sleeve and boring work.
6. Excludes sales tax.
7. Excludes any additional costs not disclosed or foreseen at time of quote.
8. Excludes cost of hazards (biohazard, flammable etc.) requiring special handling.

Date: 2/16/2024

Submitted By: Travis Smith, Senior Project Manager
602-388-3506

YESCO

Proposal

For Work At
DBA Construction, Inc.
1833 S. 59th Ave.
Phoenix AZ 85043
United States

Billing Address
DBA Construction, Inc.
1833 S. 59th Ave.
Phoenix AZ 85043
United States

Account Executive
100501 Crystal Helgeson
YESCO - Phoenix
6725 West Chicago Street
Chandler AZ 85226
United States

Date	Project Number	Project Description	Pricing Valid Until	Deposit
01/31/2024	PRY-51584	Wall Street Monument Sign	03/01/2024	$147,264.00

Item	Amount
Arizona Sign Sales **** Option A: Entry Display w/ Acrylic Tube YESCO to fabricate & install ONE 25'ft tall SF Mast-Arm Entry Display * Multi faceted Pole Cover w/ approx 80) custom acrylic light pucks * 14" acrylic Globe at the top - All Illum w/ 5000k White LEDs * Mast Arm 23'ft long to extend over pedestrian path * Face lit channel letters installed on mast arm - 1) side only * Installed on steel support pipe & attached to concrete base * Custom cast concrete w/ exposed aggregate - Natural finish ** No Traffic control is included ** * Installed in Softscape - Level ground w/ truck access * No landscape removal or repairs are included in this Est. ** No Pavement Cutting or removal is included in this Est ** Hard Dig Clause could result in a price increase ** Private, buried utilities are to be marked By Client ** Yesco is not Liable for damage to Unmarked, Private, Underground Utilities NEED POWER UP ALLOWANCE$	$152,630.00
Arizona Sign Sales **** Option B: Entry Display w/ G2G pucks YESCO to fabricate & install ONE 25'ft tall SF Mast-Arm Entry Display * Multi faceted Pole Cover w/ approx 80) custom G2G Pucks & Globes * 14" acrylic Globe at the top - All Illum w/ 5000k White LEDs * Mast Arm 23'ft long to extend over pedestrian path * Face lit channel letters installed on mast arm - 1) side only * Installed on steel support pipe & attached to concrete base * Custom cast concrete w/ exposed aggregate - Natural finish ** No Traffic control is included ** * Installed in Softscape - Level ground w/ truck access * No landscape removal or repairs are included in this Est. ** No Pavement Cutting or removal is included in this Est ** Hard Dig Clause could result in a price increase ** Private, buried utilities are to be marked By Client ** Yesco is not Liable for damage to Unmarked, Private, Underground Utilities	$141,898.00

Item		Amount
Entitlement Services (Southwest Region) • Yesco will provide entitlement services which include permit acquisition, engineering and design. Upon receipt of permit(s), these services will be billed separately including the cost of permit(s). • Standard Permit Acquisition - ($400) Includes permit drawings with up to 2 revisions, permit staff time with up to 2 submittals, initial survey, document preparation and submittal. Any required engineering is at an additional cost. • Price is based on performing work during normal business hours • YESCO to establish electrical requirements and customer is to provide primary power to the sign location. • Due to rising costs of materials this proposal expires 30 days from date of proposal. • State Contractors License Nos. ROC260958, ROC260959, ROC260960 • RIGHT TO REVIEW. In submitting this proposal, YESCO hereby reserves the right to review and negotiate any terms and conditions contained in any Agreement and/or Purchase Order it may be required to enter into, including General Conditions and Special Conditions, as well as any documents incorporated therein by reference, upon the acceptance of such proposal.		
Or $6,389.05/month for 60 mos with $31,945.24 down.	Subtotal	$294,528.00
Click to apply: apps.yesco.com/creditapplication	Tax Total (%)	$0.00
Required maintenance payment not included	**Total**	**$294,528.00**

This Proposal is subject to acceptance of YESCO's Standard Terms and Conditions, which are available for your review at www.yesco.com/terms/standardtermsandconditions.pdf. The proposed financing terms are only estimates. Final terms are subject to due diligence and formal credit approval by YESCO Financial Solutions.

www.stonecoldmasonry.com
416 W. Lone Cactus Drive Phoenix, Arizona 85027 Office 623-385-7110 Fax 623-385-7120

BID FORM

Project Name: Wall Street Chandler

Bid Date: 2/15/2024 **Bid Time:** 8:00am **Addenda Noted:** None

Plan Date: 12/1/2023 **Spec Section(s):** None

Base Bid: $17,985.00

Scope - 1 trash enclosure and 100lf of 2" thick cap at existing wall
Trash enclosure - $10,990.00
~~**Wall cap - $6,995.00**~~

***Special Remarks:** *Price subject to scope review and schedule availability*

*** Prices are firm for thirty (30) days for the performance of all MASONRY work covered by the plans & specifications. This bid is subject to the acceptability of the subcontract term & conditions; and, incorporated into the subcontract of this Bid Form as an attachment.**

Inc.	Exc.	Place		Inc.	Exc.	Place	
X		X	Medium weight CMU per specs	X		X	Rebar for masonry walls
	X		Normal weight CMU per specs	X		X	Horizontal wire reinforcement
	X		Integral color CMU		X		Foam, Loose fill insulation
	X		Dryblock additive in block, mortar		X		Stone
	X		Architectural precast/cast stone		X		Stone shop drawings, engineering
X		X	Grout in masonry walls only		X		Faux stone
X		X	Control joint		X		Faux stone substrate
	X		Brick		X		Relief angles
	X		Efflorescence removal after initial cleaning		X	X	Steel imbeds, straps
					X	X	Steel lintels (Under 200#)
X		X	Shoring for masonry lintels		X	X	Anchor Bolts
	X		Hollow metal frames		X	X	Reglet
X		X	Set & grout hollow metals frames, at time of construction		X		Flashing
					X		Building paper
	X		Dry packing for masonry imbeds		X		Caulking
	X		Wall bracing:		X		Compressible filler, firesafeing
	X		Engineering for wall bracing		X		Paint, staining, waterproofing
	X		Deadmen for wall bracing		X		Stucco
X			Trash & debris clean up		X		Footings
	X		Trash removal from job site		X		Demolition
	X		Floor Protection		X		Hard Dig
	X		Layout for other trades		X		Over excavation/compaction
	X		Engineering, surveying layout of building corners		X		Spoils removal/finish grade
					X		Bond Premiums
	X		Dust control of job site		X		Sales tax, permit fees
	X		Masonry shop drawings		X		Furnishing sanitary facilities
	X		Testing & inspection cost		X		Welding
	X		Hot & Cold weather protection		X		Prevailing/Davis Bacon Wages

Additional Conditions: Adequate access (no open trenches)
Potable water made available 200' from building/work
The following items not exceeding 200# will be installed by masons as masonry is being built: rebar, bolts, steel lintels, beam seats, weld plates, flashing, reglet, wall penetrations required by other trades.

Submitted by: **Ron Maroney, Estimator**
Direct Line 623-385-7111
Ron@stonecoldmasonry.com

License Numbers
AZ#142638 CA#946771 NM#364110 NV#74264 UT#7540897-5501
02376220111230

Monetary Unlimited

Estimate

Bar T Equipment Service, Inc.
PO Box 6254
Goodyear, AZ 85338
623-377-8492
ROC 281155 (CR56)
ROC 309542 (CR24)

Reference No.: 24053
DATE: February 12, 2024

EXPIRATION DATE: **March 13, 2024**

To: DBA Construction
Name: Pete Allen

CUSTOM GATE FOR ENCLOSURE -
FAB, PAINT, INSTALL

SALESPERSON		PROJECT
Don Bassett (623) 694-5180 dbassett@bartequipment.com		COC Wall Street Improvements

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	
1	211	LF	Fabricate and supply 1/4"x8" Edging with #4x6" A706 rebar 36" OC. Edging to have (1) 1x1x1/8x2" angle 36" OC welded to the back of edging for #4x6" rebar anchors, No installation	$40.00	$ 8,440.00
2	1	Each	Fabricate and install (2) 53 1/4"x 72" Double swing gates and (1) 47"x72" single gate at grease trap enclosure, Includes 1/4" galvanized sheet in center of each door, primer, paint and installation. Paint color TBD by owner	$24,579.00	$ 24,579.00
3	6	Each	Supply 4x4x1/4x5' square tube galvanized bollards, No installation	$450.00	$ 2,700.00

Excludes Delivery on uninstalled items.

As of 2/1/19 ALL NEENAH FOUNDRIES HARDWARE NEEDS TO BE PAID FOR AT TIME OF PICK UP, WE APOLOGIZE FOR THE INCONVENIENCE

Railing to be paid based on actual linear feet fabricated and/or installed after field measured & verified.

Nose angle over 25' in length will be fabricated in 2 pieces and welded in the field by contractor

Price subject to change due to fluctuating steel market and possible pending government tariffs.

This quote is valid for the specifics called out above. Any changes in dimensions, materials, quantities, or otherwise may alter the price set forth in this quote. Any and all taxes to be charged at time of invoicing where applicable by law.

IF HARD DIG OR POT HOLING IS NECESSARY FOR TYPE 4 HANDRAIL INSTALLATION ADDITIONAL CHARGES WILL OCCUR

	$ 35,719.00
SUBTOTAL:	**$ 35,719.00**

To accept this quotation, please sign here & print name or issue a purchase order or subcontract and return:

_____

THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS WORK FOR YOU!

Terracon
Materials Engineering and Testing
2023 Fee Schedule

QC - ALLOWANCE

Professional Services	
Technicians & Clerical	**Hr. Rate**
Special Inspector	$ 95.00
Engineering Technician	$ 85.00
Laboratory Technician	$ 65.00
NDT/CWI Technician	$ 115.00
Overtime Surcharge	1.5x
(Over 8 hours per day, weekends & holidays)	
Asphalt Coring Equipment, Per Day	$ 150.00
Nuclear Density Gage, Per Day	$ 35.00
Report Preparation & Dispatch	$ 65.00

Engineering Services	
Engineers & Consultants	**Hr. Rate**
Principal Engineer/Department Manager	$ 200.00
Senior Project Engineer/Manager	$ 175.00
Project Engineer/Manager	$ 150.00
Staff Field Engineer/Geologist/Supervisor	$ 100.00
Laboratory Manager/Supervisor/Quality Review	$ 110.00
Vehicle Usage, per Mile	$ 1.50
All other direct project expenses	Cost+15%
Geotechnical Engineering Services	Quote
Specialty Field Equipment Rental	Quote

Laboratory Testing	
Concrete	**Unit Price**
Concrete Compressive Strength Test	
6" x 12" Cylinder (ASTM C39)	$ 35.00
4" x 8" Cylinder (ASTM C39)	$ 25.00
2" x 2" Grout Cubes (ASTM C109)	$ 25.00
Grout Prism (ASTM C1019)	$ 35.00
Mortar Cylinder (ASTM C1019)	$ 22.00
Flexural Beam (ASTM C78)	$ 50.00
CMU Compression (C140)	$ 75.00
Grouted CMU Compression (C140)	$ 165.00
Concrete Cores (ASTM C42)	$ 72.00
Shotcrete Panel Coring (lab), per core	$ 35.00
Concrete Shrinkage Beams (ASTM C157)	$ 400.00
Concrete Boil Absorption (ASTM C642)	$ 85.00
Time of Set (ASTM C403)	$ 400.00
Mold Cleaning (Per Mold)	$ 30.00

Laboratory Testing	
Soils	**Unit Price**
Particle Size Analysis	
Gradation 3" to #200 (ASTM C136/C117)	$ 110.00
Gradation #4 to #200 (ASTM C136/C117)	$ 75.00
Percent Passing #200 Sieve (ASTM C117)	$ 60.00
Plasticity Index of Soils (ASTM D4318)	
Dry Prep	$ 90.00
Wet Prep	$ 130.00
Compaction Characteristics of Soil	
ASTM D698 Method A	$ 150.00
ASTM D698 Method C	$ 165.00
ASTM D1557 Method A	$ 175.00
ASTM D1557 Method C	$ 200.00
Remolded Swell (ASTM D4546)	$ 130.00
R-Value (ASTM D2844)	$ 390.00
Corrosivity Suite (pH, Resistivity, Sulph. Chlor.)	$ 230.00
pH, Sulfates or Chlorides (ARIZ Method) ea.	$ 30.00

Laboratory Testing	
Aggregates	**Unit Price**
Los Angeles Abrasion (ASTM C131)	$ 160.00
Large Size Los Angeles Abrasion (ASTM C535)	$ 180.00
Fractured Faces (ASTM D5821)	$ 100.00
Aggregate Resistivity Testing	$ 550.00
Crushing (1 hr. Min.)	$ 95.00

Laboratory Testing	
Asphaltic Concrete	**Unit Price**
Asphalt Content by Ignition (D2172)	$ 110.00
Ignition and Gradation (ASTM D2172 & C136)	$ 165.00
Marshall Compaction Test (ASTM D6926)	$ 165.00
Theoretical Max. Density - Rice (ASTM D2041)	$ 165.00
Gyratory Compaction (ASTM D6925)	$ 165.00
Marshall Stability and Flow (ASTM D6927)	$ 35.00
Density & Thickness (ASTM D2726) per Core	$ 40.00
Density Of Coated Cores (ASTM D1188)	$ 45.00
Immersion-Compression (ASTM D1074/1075)	$ 375.00
Tensile Strength Ratio (ASTM D4867)	$ 500.00
Ignition Correction Factor (ASTM or ADOT)	$ 550.00

Metro Traffic Control, LLC
4950 W Watkins St
Phoenix, AZ 85043
Phone (623) 879-0610 Fax (623) 879-0611
AZ ROC Lic #196764-A

TRAFFIC CONTROL - ALLOWANCE

Description	Unit	Unit Price
Type I or II Barricade	per day	$0.75
Type III Barricade	per day	$1.50
Vertical Panel	per day	$0.75
ADA Pedstrian Wall	per ft/per day	$0.45
Med Sign Less 10 Sq Ft	per day	$0.50
Large Sign 10 Sq Ft or More	per day	$0.75
Sign Cover	per day	$0.50
Specialty Sign	per sq ft	$9.50
Type A Flasher	per day	$0.75
Type C Steadyburn	per day	$0.75
Rigid Sign Stand	per day	$0.75
Large Sign Stand	per day	$1.50
Spring Stand	per day	$2.00
U-Channel Post	per day	$1.00
28" Cones	per day	$0.50
Reflective 28" Cones	per day	$0.75
Flag Tree	per day	$1.00
Warning Flags	each	$3.00
Sandbags	each	$3.75
Stop/Slow Paddles	per day	$2.00
Arrow Board	per day	$45.00
Message Board	per day	$65.00
One Man w/Truck	per hour	$100.00
Two Men w/Truck	per hour	$130.00
Traffic Control Plans	each	$80.00
After Hours 6pm to 6am Mon-Fri	one man w/truck per hour	$110.00
After Hours 6pm to 6am Mon-Fri	two men/ truck per hour	$145.00
Weekends	one man w/truck per hour	$110.00
Weekends	two men/ truck per hour	$145.00
TOTAL		

Terms and Conditions:

Sales tax will be added to billing as applicable

Net 30 days on all rental and labor

On all jobs with labor, one hour minimum charge will apply

Minimum rental charge of $55/day on all jobs

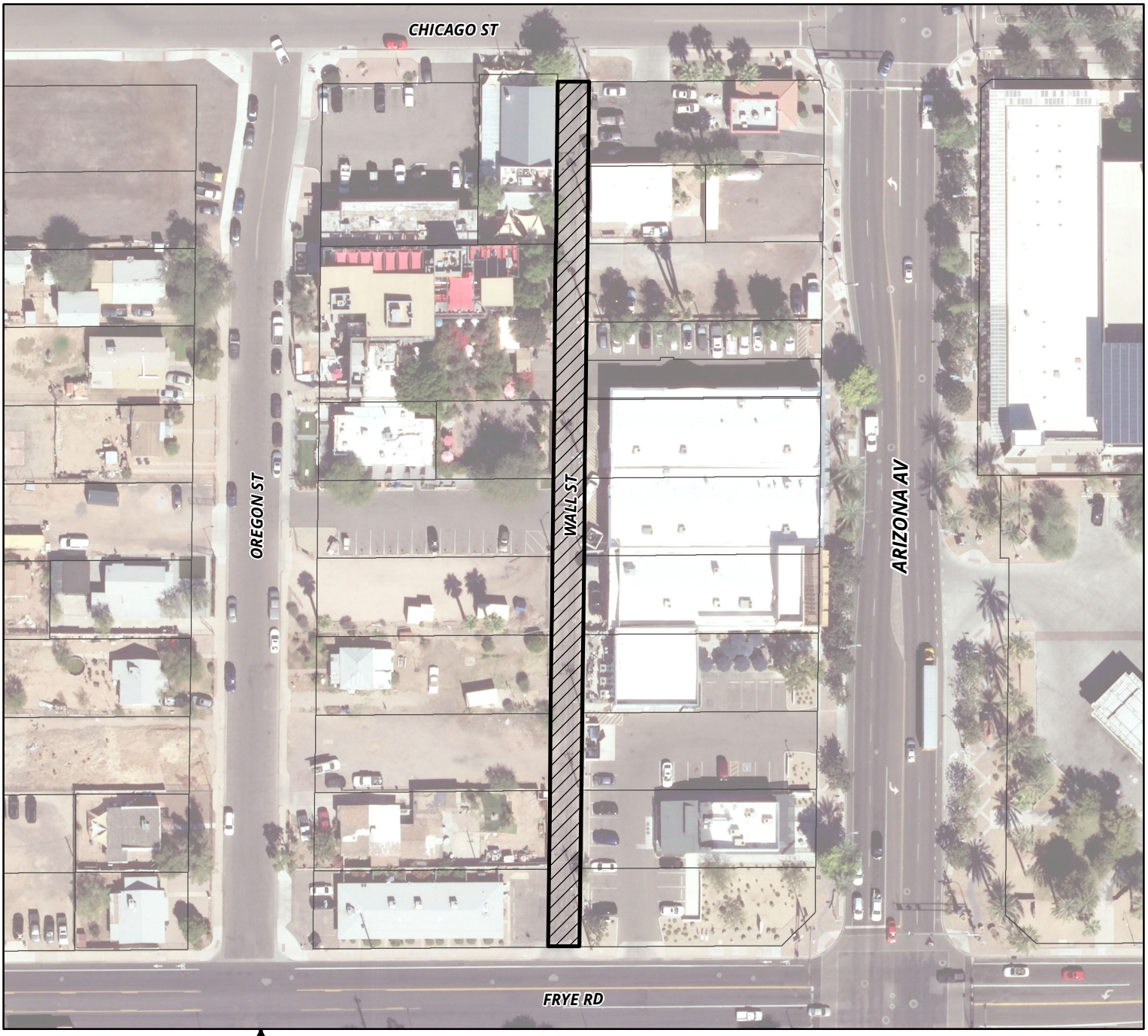
All labor charges are billed from port to port

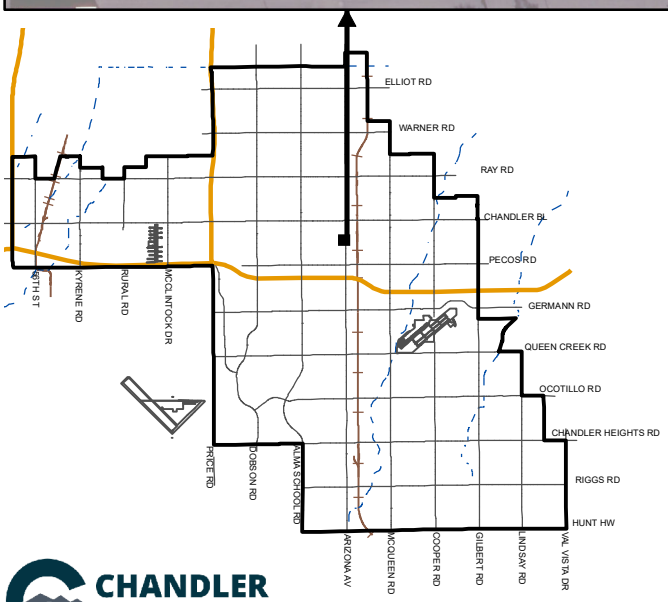
Any labor between 6 pm and 6 am will be charged after hours rate

January 2024

EXHIBIT H

BUILDERS RISK INSURANCE





WALL STREET IMPROVEMENTS
PROJECT NO. CA2202.401

MEMO NO. CP24-122

PROJECT SITE

CHANDLER arizona

NTS

ChanGIS

F:\ENGINEER\GENSERV_ArcMap_Shared\Map Requests\Capital Projects\CP24-122 WALL STREET IMPROVEMENTS\CP24-122.mxd 2/16/2024 RANDYE

CHANDLER arizona
Community of Innovation

City Council Memorandum Cultural Development Memo No. CP24-125

Date: April 04, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kim Moyers, Cultural Development Director
Daniel Haskins, Capitol Projects Division Manager
From: Hafiz Noor, Construction/Design Project Manager
Subject: Professional Services Agreement No. CA2204.451, with Consultant Engineering, Inc., for the City Hall Parking Lot & Alley Improvements Construction Management Services

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Proposed Motion:

Move City Council award Professional Services Agreement No. CA2204.451 to Consultant Engineering, Inc., for the City Hall Parking Lot & Alley Improvements Construction Management Services, in an amount not to exceed $108,058.

Background/Discussion:

This Agreement is for Construction Management Services related to the restoration of the alleyway and parking lot north of the City Hall complex between Arizona Avenue and Washington Street. The current alleyway and parking lot surface have experienced significant deterioration, which is made worse by inadequate drainage from the site. The area also includes multiple trash bins serving nearby businesses, minimal lighting and landscaping, and unprotected utility cabinets.

The project includes grading and restoration of pavement, parking lot lighting, landscaping, and associated parking lot improvements. Alleyway improvements include grading and restoration of pavement, a new shared commercial trash enclosure, and block screen walls along existing electrical cabinets. The improvements to the alleyway are aimed to enhance pedestrian and vehicular connectivity, safety, and cleanliness in Downtown Chandler.

The project scope of work consists of pre-construction assistance, construction management services, inspections, utility coordination, materials testing and record drawings. The agreement completion time is 210 calendar days following Notice to Proceed.

A related Construction Agreement with DBA Construction, Inc., for the City Hall Parking Lot & Alley Improvements, is also scheduled for this City Council meeting.

Evaluation:

The selection process was conducted in accordance with city policy and procedure and state law. This project is being performed under the On-Call Consultant Pre-Qualified List for Construction Management Services. Staff recommends approval of this agreement with Consultant Engineering, Inc., based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
411.4320.5219.0.6CA778	Streets General Obligation Bond	City Hall Parking Lot & Alley Impro	$108,058	Y

Attachments

Project Agreement

Location Map

PROFESSIONAL SERVICES AGREEMENT
Construction Management Services
CITY HALL PARKING LOT & ALLEY IMPROVEMENTS
Project No. CA2204.451
Council Date: April 4, 2024

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 **Consultant Engineering, Inc.**, an Arizona corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide **Construction Management Services** for **CITY HALL PARKING LOT & ALLEY IMPROVEMENTS** project as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.

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

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

AGREEMENT

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

SECTION I--CONSULTANT'S SERVICES

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

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **210** 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 **$108,058** 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: Daniel Haskins, P.E. P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3335 Email: Daniel.haskins@chandleraz.gov	
With a copy to:	City of Chandler - Public Works & Utilities Department Attn: Scott Riter**,** Construction Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3326 Email: scott.riter@chandleraz.gov	
To Consultant:	**LEGAL COMPANY NAME:**	Consultant Engineering, Inc.
	Mailing Address:	PO Box 37167, Phoenix, AZ 85069
	Physical Address:	10625 N. 25th Ave, Suite 200, Phoenix, AZ 85029
	Statutory Agent Name:	John Patterson
	Statutory Agent Mailing Address:	PO Box 37167, Phoenix, AZ 85069
	Statutory Agent Physical Address:	10625 N. 25th Ave, Suite 200, Phoenix AZ 85029
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Brian Lizzet
	Title:	Project Manager/Principal
	Phone:	480.689.6472
	Email:	blizzet@cei-az.com

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A - Scope of Services / Schedule
Exhibit B - Compensation and Fees
Exhibit C - Insurance Requirements
Exhibit D - Special Conditions
Exhibit E – Subconsultant Documents 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:

Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk Seal

"CONSULTANT"
Consultant Engineering, Inc.

Signature February 28, 2024 Date

Brian Lizzet, PE, CCM
Print Name

Vice President
Title

blizzet@cei-az.com
Signer Email Address

EXHIBIT “A”
SCOPE OF SERVICES/SCHEDULE

EXHIBIT "A"

CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
CHANDLER CITY HALL
PARKING LOT AND ALLEY IMPROVEMENTS
CITY OF CHANDLER PROJECT NO. CA2204.451

PROJECT TASKS

1. PRE-CONSTRUCTION ASSISTANCE

A. Task 1.1 Preconstruction Assistance

i. Consultant must attend the pre-construction meeting.

2. CONSTRUCTION MANAGEMENT

A. Task 2.1 Weekly Construction Meetings

i. Consultant must conduct weekly construction meetings. Each meeting includes agenda and minutes; Request for Information (RFI); Shop Drawing; Request for Information (RFI); Field Directive (FD); Material Certification; and Allowance Logs. Consultant assumes **8** weekly meetings will be held.

B. Task 2.2 CPM Schedule

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

ii. Consultant must review Contractor's monthly CPM schedule updates submitted with each payment application, identify CPM tasks behind schedule that may affect critical path items, project substantial and final completion dates and initiate correspondence to City regarding those tasks. Consultant assumes **2** reviews of updated CPM schedule.

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

i. Consultant must review, evaluate, and respond to Contractor Requests for Information (RFI's); and prepare and maintain a submittal log of all RFI's. Consultant assumes **5** RFI responses.

D. Task 2.4 Shop Drawing Submittals

i. Consultant must review, evaluate, and respond to Contractor shop drawing submittals; and prepare and maintain a submittal log of all shop drawing submittals. Consultant assumes a maximum of **8** reviews.

E. Task 2.5 Requests for Proposal (RFP)

i. Consultant must prepare Requests for Proposal (RFP) documents detailing requested additional work tasks; review and evaluate Contractor RFP responses (cost derivations) with approval recommendations; and prepare and maintain a submittal log list of all RFP's. Consultant assumes **2** RFPs.

F. Task 2.6 Field Directives (FD's)

i. Consultant must prepare Field Directive (FD) documents detailing requested additional work tasks; review and evaluate Contractor FD responses with approval recommendations; and prepare and maintain a submittal log list of all FD's. Consultant assumes **3** FD's.

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G. Task 2.7 Contractor Payment Applications

i. Consultant must review and evaluate Contractor monthly payment applications and make recommendation for payment; maintain a weekly record of constructed pay quantities and compile monthly totals; and coordinate payment application with the City quantity report and the inspectors' daily logs. Consultant assumes **3** payment applications, with **2** reviews each.

H. Task 2.8 Public Outreach

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

3. CONSTRUCTION INSPECTION

A. Task 3.1 Inspection Services

i. Consultant must provide weekly construction inspection to verify materials and installations conform to construction documents; prepare daily inspection reports documenting Contractor construction activities and progress during field inspection visits; and perform intermittent erosion control inspections. Consultant assumes **1** inspector half time, **20 hours** per week for **2** months.

ii. Consultant assumes **20** total hours of over-time for **2** months.

iii. Consultant proposes 1 Project Supervisor (with significant City of Chandler experience) to provide oversight to the half time inspector at **4** hours per week for **8** weeks.

B. Task 3.2 Landscape / Irrigation Inspection Services

i. Consultant will provide Irrigation system layout and installation observations; attend and observe irrigation system pressure tests; and inspect plant material for acceptance once onsite.

C. Task 3.3 Project Closeout

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

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

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

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

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4. UTILITY COORDINATION

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

5. MATERIALS TESTING

A. Task 5.1 Quality Control (QC) Test Program

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

B. Task 5.2 Quality Assurance (QA) Test Program

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

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

6. RECORD DRAWINGS

A. Task 6.1 Record Drawings

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

ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

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

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EXHIBIT “B”
COMPENSATION AND FEES

EXHIBIT "B"
CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
FEE SCHEDULE

Task	Description	Cost
1	**PRE-CONSTRUCTION ASSISTANCE**	
1.1	Pre-Construction Assistance	$ 1,040.00
	SUBTOTAL TASK 1:	**$ 1,040.00**
2	**CONSTRUCTION MANAGEMENT**	
2.1	Weekly Construction Meetings	$ 2,900.00
2.2	CPM Schedule	$ 1,180.00
2.3	Requests for Information (RFI)	$ 4,680.00
2.4	Shop Drawing Submittals	$ 7,260.00
2.5	Requests for Proposal (RFP)	$ 1,700.00
2.6	Field Directive (FD)	$ 2,660.00
2.7	Contractor Payment Applications	$ 1,955.00
2.8	Public Outreach	$ 2,290.00
	SUBTOTAL TASK 2:	**$ 24,625.00**
3	**CONSTRUCTION INSPECTION**	
3.1	Inspection Services	$ 27,550.00
3.1	Landscape/Irrigation Inspection Services	$ 2,900.00
3.3	Project Closeout	$ 7,500.00
	SUBTOTAL TASK 3:	**$ 37,950.00**
4	**UTILITY COORDINATION**	
4.1	Utility Coordination	$ 7,400.00
	SUBTOTAL TASK 4:	**$ 7,400.00**

5	**MATERIALS TESTING**		
5.1	QC Test Program	$	2,290.00
5.2	QA Test Program	$	2,290.00
	SUBTOTAL TASK 5:	**$**	**4,580.00**
6	**RECORD DRAWINGS**		
6.1	Record Drawings	$	7,350.00
	SUBTOTAL TASK 6:	**$**	**7,350.00**
SUBCONSULTANTS			
Quality Testing, LLC		$	15,113.00
		$	-
	SUBTOTAL SUBCONSULTANTS:	**$**	**15,113.00**
ALLOWANCES			
Direct Expense Allowance			
Owner's Allowance		$	10,000.00
	SUBTOTAL ALLOWANCES:	**$**	**10,000.00**
	PROJECT TOTAL:	**$**	**108,058.00**

		Project Manager	Resident Engineer	Project Supervisor	Inspector	Inspector-OT	Landscape Architect		< PROJECT ROLE	
		Brian Lizzet	Pat Mahoney	John Helton	Ryan Warling	Ryan Warling	Mark Schalliol		< NAME OF PERSON	
		$ 220.00	$ 185.00	$ 135.00	$ 115.00	$ 172.50	$ 145.00	$ -	< HOURLY RATES	
	TASK DESCRIPTION								**TOTAL HOURS PER TASK**	
Task 1	**Pre-construction Assistance**	**2**	**2**	**0**	**2**	**0**	**0**	**0**		**6**
1.1	Attend the Pre-construction Assistance	2	2		2				*6*	
									0	
Task 2	**Construction Management**	**16**	**100**	**15**	**0**	**0**	**4**	**0**		**135**
2.1	Weekly Construction Meetings	4	8	4					*16*	
2.2	CPM Schedule	2	4						*6*	
2.3	Request for Information's (RFI's)	2	20	4					*26*	
2.4	Shop Drawing Submittals	1	32	4			4		*41*	
2.5	Request for Proposal (RFP)	1	8						*9*	
2.6	Field Directives (FD's)	2	12						*14*	
2.7	Contractor Payment Applications	2	6	3					*11*	
2.8	Public Outreach	2	10						*12*	
Task 3	**Construction Inspection**	**5**	**20**	**52**	**172**	**20**	**20**	**0**		**289**
3.1	Inspection Services			32	172	20			*224*	
3.2	Landscape/Irrigation Inspection Services						20		*20*	
3.3	Project Closeout	5	20	20					*45*	
Task 4	**Utility Coordination**	**0**	**40**	**0**	**0**	**0**	**0**	**0**		**40**
4.1	Utility Coordination		40						*40*	
Task 5	**Material Testing**	**4**	**20**	**0**	**0**	**0**	**0**	**0**		**24**
5.1	Quality Control (QC) Test Program	2	10						*12*	
5.2	Quality Assurance (QA) Test Program	2	10						*12*	
Task 6	**Record Drawings**	**0**	**20**	**10**	**20**	**0**	**0**	**0**		**50**
6.1	Record Drawings		20	10	20				*50*	
	Total Hours:	**27**	**202**	**77**	**194**	**20**	**24**	**0**		**544**

PROPOSAL SUMMARY

PROJECT NAME : **City Hall Parking**

SCOPE OF SERVICES: **Quality Control Testing**

LABOR FEES

CLASSIFICATION	LABOR TYPE	REG HOURS	REGULAR RATE	ASS'D % OT	OVERTIME HOURS	OVERTIME RATE(1)	EXTENDED LABOR COST
Project Manager	Direct	6	$ 124.00			$ 124.00	$ 744.00
Administrative Assistant	Direct	4	$ 55.00			$ 82.50	$ 220.00
Field Technician	Direct	120	$ 75.00			$ 112.50	$ 9,000.00
			$ -				
Laboratory Technician	Indirect	63	$ -				
(1) Regular Rate X Overtime Premium of 1.5					**SUBTOTAL DIRECT LABOR**		**$ 9,964.00**

VEHICLE AND PER-DIEM CHARGES

DESCRIPTION	NO. UNITS	UNITS	UNIT PRICE	EXTENDED VEHICLE AND PER-DIEM
Trip Charge	30	EA	$ 25.00	$ 750.00
			SUBTOTAL VEHICLE AND PER-DIEM CHARGES	**$ 750.00**

OTHER PROJECT DIRECT CHARGES

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

LAB TESTING FEES

DESCRIPTION	NO. UNITS	UNITS	UNIT PRICE	EXTENDED LABORATORY FEES
301 - Concrete Cylinders	60	EA	$18.00	$ 1,080.00
305 - Masonry Grout	20	EA	$22.00	$ 440.00
413 - Proctor	2	EA	$120.00	$ 240.00
416 - Sieve	2	EA	$75.00	$ 150.00
410 - Plastic Index	2	EA	$85.00	$ 170.00
504 - AC Furnace Calibration	1	EA	$699.00	$ 699.00
505 - AC% and Gradation	3	EA	$200.00	$ 600.00
509 - AC Rice Gravity	3	EA	$150.00	$ 450.00
510 - AC Gyratory	3	EA	$190.00	$ 570.00
				$ -
				$ -
				$ -
			TOTAL LABORATORY TESTING FEES	**$ 4,399.00**

TOTAL ESTIMATE OF ALL FEES **$ 15,113.00**

Jaye Richardson, Sr. Project Manager
Estimator

April 26, 2023
Date

SCHEDULED PROJECTED MAN-HOURS

PROJECT NAME : **City Hall Parking** CONSULTANT : **QT** DATE: **April 26, 2023**

ESTIMATED FTEs IN THE MONTH

PROJECT PERSONNEL / SUB CONSULTANT MAN-HOURS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	SUBTOTAL REGULAR HOURS	% OT	SUBTOTAL O/T	TOTAL
AUG 2023 through JUL 2025	A-23 23	S-23 20	O-23 22	N-23 21	D-23 20	J-24 21	F-24 20	M-24 21	A-24 22	M-24 22	J-24 20	J-24 22	A-24 22	S-24 20	O-24 23	N-24 19	D-24 21	J-25 21	F-25 19	M-25 21	A-25 22	M-25 21	J-25 21	J-25 22				
Project Manager	0.01	0.01	0.01																						6 m-h	0%	m-h	6 m-h
Administrative Assistant	0.00	0.01	0.01																						4 m-h	0%	m-h	4 m-h
Field Technician	0.23	0.23	0.23																						120 m-h	0%	m-h	120 m-h
																									m-h	0%	m-h	m-h
Laboratory Technician	0.12	0.12	0.12																						63 m-h	0%	m-h	63 m-h
9																												
TOTAL FTEs (DIRECT LABOR ONLY)	0.01	0.02	0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10 m-h	0%	m-h	10 m-h
TOTAL FTEs (DIRECT LABOR & VEHICLE)	0.23	0.23	0.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	120 m-h	0%	m-h	120 m-h
TOTAL FTEs (INDIRECT LABOR ONLY)	0.12	0.12	0.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	63 m-h	0%	m-h	63 m-h
TOTAL FTEs (SUBCONTRACTED LABOR)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	m-h	0%	m-h	m-h
TOTAL FTEs (ALL LABOR CLASSES)	0.36	0.37	0.37	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	193 m-h	0%	m-h	193 m-h
TOTAL ACTUAL POSITIONS	3	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				11
TOTAL VEHICLES	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				3

SCHEDULED PROJECTED MAN-HOURS

PROJECT NAME : **City Hall Parking** CONSULTANT : **QT** DATE: **April 26, 2023**

ESTIMATED FTEs IN THE MONTH

PROJECT PERSONNEL / SUB CONSULTANT MAN-HOURS	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	SUBTOTAL REGULAR HOURS	% OT	SUBTOTAL OT HOURS	TOTAL HOURS
AUG 2025 through JUL 2027	A-25	S-25	O-25	N-25	D-25	J-26	F-26	M-26	A-26	M-26	J-26	J-26	A-26	S-26	O-26	N-26	D-26	J-27	F-27	M-27	A-27	M-27	J-27	J-27				
	21	21	23	18	22	20	19	22	22	20	22	22	21	21	22	19	22	19	19	23	22	20	22	21				
																									m-h	0%	m-h	m-h
																									m-h	0%	m-h	m-h
																									m-h	0%	m-h	m-h
																									m-h	0%	m-h	m-h
																									m-h	0%	m-h	m-h
ABOVE PERIOD - MONTHLY FULL TIME EQUIV. (FTEs)																												
TOTAL FTEs (DIRECT LABOR ONLY)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	m-h	0%	m-h	m-h
TOTAL FTEs (DIRECT LABOR & VEHICLE)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	m-h	0%	m-h	m-h
TOTAL FTEs (INDIRECT LABOR ONLY)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	m-h	0%	m-h	m-h
TOTAL FTEs (SUBCONTRACTED LABOR)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	m-h	0%	m-h	m-h
TOTAL FTEs (ALL LABOR CLASSES)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	m-h	0%	m-h	m-h
TOTAL ACTUAL POSITIONS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				0
TOTAL VEHICLES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				0

EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.

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

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

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

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

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

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

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

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

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

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

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

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

3. Additional Policy Provisions Required.

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

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

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

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

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

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

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

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

3.2. *Insurance Cancellation During Term of Agreement.*

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

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

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

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

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

EXHIBIT “D”
SPECIAL CONDITIONS

N/A

EXHIBIT "E"
SUBCONSULTANT DOCUMENTS WITH CONSULTANT

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

COST ESTIMATE SUMMARY

SUB CONSULTANT : QT

PROJECT NAME : City Hall Parking

PROJECT OWNER: CITY OF CHANDLER

PROJECT NUMBER: CA2204

GENERAL INFORMATION / ASSUMPTIONS

BASIS OF ESTIMATE

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

Assumptions of Production:
We have assumed a total of up to **30 trips (or 120 hours) for materials testing services on this project.** This is proposed as an assumed on-call time and materials basis. Any work or site visits that are outside those specified in the cost breakdown are beyond the scope of this project and subject to additional charges based on the referenced hourly or unit rates.

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

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

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

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

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

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

COST ESTIMATE SUMMARY

SUB CONSULTANT : QT

PROJECT NAME : City Hall Parking

PROJECT OWNER: CITY OF CHANDLER

PROJECT NUMBER: CA2204

GENERAL INFORMATION / ASSUMPTIONS

LABOR POSITIONS

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

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

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

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

QT CONTINGENCY SERVICES

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

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

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

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

Jaye Richardson, Sr. Project Manager — 4/26/2023
Name — Date

Signature

EXHIBIT “F”
FEDERAL REQUIREMENTS

N/A

BOSTON ST

42.5' R/W PER
BK 5 OF MAPS, PG 34
MCR

42.5' R/W PER
BK 5 OF MAPS, PG 34
MCR

Temp. parking access

50' R/W PER
BK 5 OF MAPS, PG 34
MCR

40' R/W PER
BK 5 OF MAPS, PG 34
MCR

ARIZONA AVE

WASHINGTON ST

CHANDLER
arizona
Community of Innovation

CHANDLER CITY HALL PARKING LOT & ALLEY IMPROVEMENTS

CITY PROJECT NO. CA2204.201

LEGEND:

- NEW PAVEMENT
- NEW SIDEWALK
- NEW LANDSCAPE
- NEW PARKING SIGN
- PROPOSED PARKING LOT/ ALLEY LIGHTS

NORTH

Entellus™
3033 N. 44th Street, Suite 250
Phoenix, AZ 85018
Tel 602.244.3566
Fax 602.244.8947
Website: www.Entellus.com

ITEM 24

CHANDLER arizona
Community of Innovation

City Council Memorandum Management Services Memo No. 24-075

Date: April 04, 2024
To: Mayor and Council
Joshua H. Wright, City Manager
Thru: Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Director
From: Danielle Wells, Revenue and Tax Senior Manager
Subject: Special Event Liquor Licenses and Temporary and Permanent Extensions of Liquor License Premises Administratively Approved

Background/Discussion

Staff works directly with the requestor and the Arizona Department of Liquor Licenses and Control (DLLC) on liquor licenses for Special Events, Temporary Extensions of Premises, and Permanent Extensions of Premises. All requirements for Special Events and Temporary Extensions of Premises are reviewed by staff through the applicable committee (Special Events Committee for Special Events on City property or the Temporary Sales and Promotional Events (TSPE) Committee for Special Events on private property), and Code requirements for Permanent Extension of Premises are reviewed by the Planning Division for Council action. Related Planning City Code requirements that require City Council action include: Permanent Extension of a Bar Series 6 or 7 requires a Use Permit to expand the footprint and any Permanent Extension with entertainment added or expanded requires an Entertainment Use Permit (EUP).

Attachments

Administrative Approvals

April 4, 2024

Special Event Liquor and Extensions of Liquor Premises Approvals

Special Event Liquor Licenses

N/A

Temporary Extensions of Liquor License Premises

N/A

Permanent Extensions of Liquor License Premises

Business Name: Ocotillo Coffee and Wine, LLC, DBA Bottle & Bean
Applicant: Jared Michael Repinski
Extension Purpose: To add additional seating area upstairs.
Location: Bottle & Bean, 2577 W. Queen Creek Road, Suite #100

ITEM 25

CHANDLER arizona
Community of Innovation

City Council Memorandum **Development Services Memo No.**

Date: April 04, 2024
To: Mayor and Council
From: Development Services Department
Subject: January 17, 2024, Planning and Zoning Commission Meeting Minutes

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Attachments

January 17, 2024 Study Session Minutes
January 17, 2024 Regular Meeting Minutes

Meeting Minutes
Planning and Zoning Commission
Study Session

January 17, 2024 | 4:30 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 Vice Chair Koshiol at 4:30 p.m.

Roll Call

Commission Attendance

Vice Chair Sherri Koshiol
Commissioner Michael Quinn
Commissioner Jeff Velasquez
Commissioner Kyle Barichello
Commissioner Rene Lopez
Commissioner Charlotte Golla

Absent

Chair Rick Heumann

Staff Attendance

Kevin Mayo, Planning Administrator
David de la Torre, Planning Manager
Lauren Schumann, Principal Planner
Harley Mehlhorn, City Planner
Mika Liburd, Associate Planner
Darsy Olmer, 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.

VICE CHAIR KOSHIOL announced Item No 2, PLH23-0026 Amendments Related to Zoning, Property Maintenance, and Refuse, shall be presented and discussed after all other items.

Consent Agenda and Discussion

1. **December 20, 2023, Planning and Zoning Commission Meeting Minutes**

Move Planning and Zoning Commission approve Planning and Zoning Commission meeting minutes of the Study Session of December 20, 2023, and Regular Meeting of December 20, 2023.

VICE CHAIR KOSHIOL confirmed there were no comments or questions from the Commission Members regarding this item.

2. PLH23-0026 AMENDMENTS RELATED TO ZONING, PROPERTY MAINTENANCE, AND REFUSE

LAUREN SCHUMANN, PRINCIPAL PLANNER presented details regarding City of Chandler initiative to amend city code Chapter 35 Land Use and Zoning. Proposed amendments include modifications to previously reviewed amendments for guest quarters and requirements for multi-family parking.

COMMISSIONER LOPEZ sought clarification and asked if staff could elaborate about parking requirements. He inquired if there was an intention to adjust parking requirements based on Area Median Income (AMI) calculations and mentioned he was on council when discussions were held regarding this topic and he was skeptical about relevance of AMI to parking needs as residents of one or two bedroom units would likely own a car regardless of AMI.

KEVIN MAYO, PLANNING ADMINISTRATOR explained the research process and findings regarding parking needs across different AMI groups. He noted that for households earning 100% AMI or above market rate housing, the parking needs are well understood. For those in the 80% to 100% AMI bracket, workforce housing, characteristics suggest that they closely resemble market rate households in terms of car ownership and usage, thereby not justifying a reduction in parking requirements. He further explained, as the AMI decreases from 80% down to 30%, the likelihood of car ownership diminishes, with those at the lower end of the spectrum being less able to afford a car, more reliant on public transportation, or more likely to live close to their place of employment. He emphasized that this tiered approach to parking requirements is based on observed behaviors and is designed to reflect the actual needs of different income groups. He mentioned that areas akin to Chandler in the East and West Valley were examined.

COMMISSIONER LOPEZ raised concerns about the unintended consequences and potential misuse of reduced parking requirements by developers aiming to increase unit density for profit. He highlighted the City's challenge to ensuring developments remain within their intended affordable housing classification.

KEVIN MAYO, PLANNING ADMINISTRATOR acknowledged these concerns and stated that ultimately projects built today have market rate parking, but if they want to do anything new, it will have to come through the zoning process and the City can require things that keep it in perpetuity. He mentioned deed restrictions and federal funding requirements could serve as mechanisms to enforce the intended use of developments more than restrictions from the City.

COMMISSIONER LOPEZ presented concerns about housing projects that initially present themselves as workforce housing but later change their operation or purpose, especially when privately funded. He explained that this concern is particularly relevant if the project does not rely on Housing and Urban Development (HUD) funding, which comes with specific restrictions and requirements aimed at maintaining affordable housing standards.

COMMISSIONER BARICHELLO commended staff on their efforts in analyzing parking requirements across the valley and sought clarification on the requirement for two parking spaces for two-bedroom units, as he remembered a different calculation.

LAUREN SCHUMANN, PRINCIPAL PLANNER clarified that the requirement is indeed two parking spaces for two-bedroom units, with one space for studio/efficiency, one and a half for one-bedroom, and a quarter space for each additional bedroom beyond two.

3. PLH23-0015/PLT23-0024 HIGHLAND PLACE

HARLEY MEHLHORN, CITY PLANNER presented details regarding the request for Rezoning from Single-family (SF-18) district to Planned Area Development (PAD) for medium-density residential, Preliminary Development Plan approval for site layout and building architecture for duplexes, and Preliminary Plat approval on approximately 0.9 acres located at the southeast corner of Alma School Road and Highland Street, generally located ¼ mile south of the southeast corner of Alma School and Warner roads.

COMMISSIONER VELASQUEZ pointed out on west side of the property on the right of way line, the landscape plan proposes ash trees. He mentioned the Department of Water Resources discourages landscape architects from planting ash trees in the right of way and suggested checking with landscape architects and engineers to ensure the trees were planted within the property side of the right of way.

HARLEY MEHLHORN, CITY PLANNER thanked Commissioner Velasquez and assured that staff will work with the Applicant regarding the trees.

VICE CHAIR KOSHIOL sought clarification regarding the smaller windows proposed for the rear face of the building, specifically whether they were intended for units 5 through 8 on the east side.

HARLEY MEHLHORN, CITY PLANNER stated the goal was to provide a heightened level of privacy for the neighbors abutting the east side. He explained the four homes on the east side would feature smaller windows from Plan B, while units 1 through 4 would have a different elevation.

4. PLH23-0053 CAMBRIDGE MEDICAL FACILITY

LAUREN SCHUMANN, PRINCIPAL PLANNER presented details regarding the request for Rezoning to increase Mid-Rise Overlay allowing building heights up to 75 feet and Preliminary

Development Plan (PDP) approval for site layout and building architecture for a medical development including a specialty hospital and medical offices on approximately 8.1 acres located north of the northwest corner of Gilbert Road and Insight Way, generally located ¼ mile south of the southwest corner Gilbert and Germann roads.

COMMISSIONER GOLLA asked about the automated parking garage, specifically its operation without an attendant during at night. She wondered if this was because no visitors were expected at night, considering the context of selective surgery and recovery. She presented the concern visitors could face trying to exit an automated parking garage unassisted at night.

LAUREN SCHUMANN, SENIOR CITY PLANNER thanked Commissioner Golla and directed the question to the Applicant. She stated the likely reason for the absence of an attendant at night was because the medical office's operating hours, as they typically end at 6:00 p.m., and the hospital has limited visiting hours. She further stated she will get a more precise answer from the Applicant before the regular meeting.

COMMISSIONER BARICHELLO sought clarification regarding the ordinance related to the reduction in parking space width due to the fact that persons will not occupy vehicles during use. He asked if this provision is explicitly stated in the Chandler zoning ordinance or if it was a modification included in the project's Preliminary Development Plan booklet (PDP).

LAUREN SCHUMANN, PRINCIPAL PLANNER clarified that one of the first stipulations for the project requires compliance with the development booklet attached to the proposal. She explained this booklet includes an exhibit showing the reduced parking space widths. She further explained that this request for reduced widths would, therefore, be considered a waiver to the standard requirements as outlined in the Chandler zoning ordinance, based on the specifics provided in the development booklet.

COMMISSIONER VELASQUEZ asked what is the nature of a facility as it is described as a hospital but there is no emergency room. He further asked if walk-ins could still enter and if there was supposed to be access for ambulance, ambulatory services, or a helicopter pad. He mentioned when Banner came in, there were specific stipulations to be considered a hospital.

LAUREN SCHUMANN, PRINCIPAL PLANNER clarified that the property is zoned for Planned Area Development (PAD) for C-3 type uses. She explained that the facility will specialize in elective surgery and does not offer an emergency room (ER) for the general public, nor does it provide ambulance services. She stated there is no intention to include a helipad as this was discussed at the airport commission. The airport commission was receptive to the idea that individuals needing to fly in for services at this facility could use the airport, providing a direct route to the elective surgery facility. She stated the facility is more of a specialized medical treatment center rather than a general hospital with full emergency services.

COMMISSIONER VELASQUEZ asked about the backup power solutions for the automated parking system, specifically inquiring whether the system would have its own generators or rely on the hospital's backup generators in the event of power outages.

LAUREN SCHUMANN, PRINCIPAL PLANNER stated there will be backup power for the automated parking system and will check with the Application for the details.

COMMISSIONER LOPEZ mentioned the elimination of parking islands as part of the proposed landscape plan and asked if the density of the landscape design was considered adequate despite this change.

LAUREN SCHUMANN, SENIOR CITY PLANNER pointed out that the plan includes approximately six or seven islands that are strategically placed to highlight the main entrances of the development but are not utilized throughout the entirety of the project. She clarified that the islands are focused on the two main entrances along the elevations facing Gilbert Road and emphasized the importance of maintaining these areas to ensure they remain attractive and clean.

5. PLH23-0058 BODDY RESIDENCE

MIKA LIBURD, ASSOCIATE PLANNER presented details regarding the request for Rezoning from Multiple-Family Residential District (MF-2) to Planned Area Development (PAD) for a single-family residence with an accessory building and Preliminary Development Plan approval for site layout and building architecture on approximately .17 acres located at 121 S Dakota Street, generally located ¼ mile north of the northwest corner Frye Road and Arizona Avenue.

COMMISSIONER BARICHELLO mentioned the code amendment update and stated his understanding that single-family residences would be allowed in MF-2 and the original townsite. He was curious about the timing of this amendment in relation to the application of this project.

MIKA LIBURD, ASSOCIATE PLANNER stated that the rezoning was necessary to accommodate different setback requirements than those currently in place.

DAVID DE LA TORRE, THE PLANNING MANAGER explained the proposed zoning code amendment update is scheduled to go before the City Council on February 8, 2024. He indicated the code amendment is not yet approved as it goes before the City Council for introduction and final adoption then there is 30-day period before the effective date of the ordinance.

COMMISSIONER VELASQUEZ requested to view the north elevation and expressed concern that the elevations facing north and south appeared to have a large, blank façade. He stated the design could benefit from additional windows to or some kind of embellishment to break it up a bit and enhance the appearance.

6. PLH23-0027 LAYTON LAKES VILLAGE SHOPS

DARSY OMER, ASSOCIATE PLANNER presented details regarding the request the request for Preliminary Development Plan approval for site layout and building architecture for a car wash and an office building. The subject site is located at the southeast corner of Gilbert Road and Queen Creek Road.

COMMISSIONER LOPEZ presented concerns of clustering of similar developments, specifically referring to the almost identical carwash located directly across the street. He asked if there were any limitations or requirements to prevent such clustering and preventing the possibility of a third similar development on the same corner.

DARSY OMER, ASSOCIATE PLANNER stated the area is zoned for planned redevelopment for C-2 type uses. She explained that such developments are allowed and the focus of the proposed is on site layout and architecture.

COMMISSIONER LOPEZ asked if the City had the ability to prevent such clustering.

DAVID DE LA TORRE, PLANNING MANAGER explained that if it were a rezoning case, they would have the opportunity to object based on the number of similar uses in the area; however, since the proposal is design-oriented and not about land use, the City cannot prevent clustering in this specific situation.

VICE CHAIR KOSHIOL thanked staff for the clarification and acknowledged the efforts made by staff and the Applicant to make accommodations. She asked if there was more information about the potential usage for the proposed retail or office space and inquired about parking. She further asked for any additional details the Applicant might have provided.

DARSY OMER, ASSOCIATE PLANNER responded that the Applicant did not specify the intended use, other than clarifying that it would not be a medical facility, which would have required additional parking. She stated Staff will check if the Applicant can provide further information.

7. PLH23-0062 LOLA'S LIQUORS

DARSY OMER, ASSOCIATE PLANNER presented details regarding the request for Use Permit approval for a Series 6 Bar License and Entertainment Use Permit approval for live indoor entertainment. The business is located at 64 S San Marcos Place, approximately ¼ mile south of the southwest corner of Chandler Boulevard and Arizona Avenue.

VICE CHAIR KOSHIOL asked if the two-year time condition is standard for the City.

DAVID DE LA TORRE, PLANNING MANAGER clarified that the standard time condition used to be one year; However, it was observed that one year was insufficient for tenants to complete their improvements and by the time these improvements were finished, there were only about two

months left in the year. He explained that the standard was changed to two years to accommodate the needs of tenants better.

8. PLH23-0069 MURPHY'S LAW IRISH PUB

DARSY OMER, ASSOCIATE PLANNER presented details regarding the request for Entertainment Use Permit approval for live indoor entertainment. The business is located at 58 S San Marcos Place, approximately ¼ mile south of the southwest corner of Chandler Boulevard and Arizona Avenue.

VICE CHAIR KOSHIOL confirmed there were no comments or questions from the Commission Members regarding this item.

9. Notice of Cancellation of the February 7, 2024, Planning and Zoning Commission Hearing

Move Planning and Zoning Commission cancel February 7, 2024, Planning and Zoning Commission Hearing.

Calendar

The next Study Session will be held before the Regular Meeting on Wednesday, February 21, 2024, in the Chandler City Council Chambers, 88 E. Chicago Street.

Adjourn

The meeting was adjourned at 5:32 p.m.

with changes noted by commission

for KM

Kevin Mayo, Secretary

Rick Heumann, Chairman

Meeting Minutes
Planning and Zoning Commission
Regular Meeting

January 17, 2024 | 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 Vice Chair Koshiol at 5:40 p.m.

Roll Call

Commission Attendance

Vice Chair Sherri Koshiol
Commissioner Michael Quinn
Commissioner Jeff Velasquez
Commissioner Kyle Barichello
Commissioner Rene Lopez
Commissioner Charlotte Golla

Staff Attendance

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

Absent

Chair Rick Heumann

Pledge of Allegiance

The Pledge of Allegiance was led by Commissioner Barichello.

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. December 20, 2023, Planning and Zoning Commission Meeting Minutes

Move Planning and Zoning Commission approve Planning and Zoning Commission meeting minutes of the Study Session of December 20, 2023, and Regular Meeting of December 20, 2023.

2. PLH23-0026 AMENDMENTS RELATED TO ZONING, PROPERTY MAINTENANCE, AND REFUSE

City of Chandler initiative to amend city code Chapter 35 Land Use and Zoning. Proposed amendments include modifications to previously reviewed amendments for guest quarters and requirements for multi-family parking.

Proposed Motion:

A. Move Planning and Zoning Commission recommend approval of proposed text amendments to section 35-1804 Parking Schedule, relating to parking requirements, as recommended by Planning staff.

B. Move Planning and Zoning Commission recommend approval of proposed text amendments to section 35-2202 Accessory Buildings and Guest Quarters, prohibiting short-term rentals within guest quarters, as recommended by Planning staff.

3. PLH23-0015/PLT23-0024 HIGHLAND PLACE

Request for Rezoning from Single-family (SF-18) district to Planned Area Development (PAD) for medium-density residential, Preliminary Development Plan approval for site layout and building architecture for duplexes, and Preliminary Plat approval on approximately 0.9 acres located at the southeast corner of Alma School Road and Highland Street, generally located ¼ mile south of the southeast corner of Alma School and Warner roads.

VICE CHAIR KOSHIOL announced there are two speaker cards, both are regarding Item No. 3 PLH23-0015/PLT23-0024 Highland Place. She stated Mike Hanson and Rod Jarvis of Gallagher and Kennedy have expressed they are in favor the item, but do not wish to speak.

Proposed Motion:

Rezoning

Move Planning and Zoning Commission recommend approval of Rezoning PLH23-0015 Highland Place, rezoning from Single-family (SF-18) district to Planned Area Development (PAD) for medium-density residential, subject to the conditions as recommended by Planning staff.

Preliminary Development Plan

Move Planning and Zoning Commission recommend approval of Preliminary Development Plan PLH23-0015 Highland Place site layout and building architecture for duplexes, subject to the conditions as recommended by Planning staff.

Preliminary Plat
Move Planning and Zoning Commission recommend approval of Preliminary Plat, PLT23-0024 Highland Place, subject to the condition as recommended by Planning staff.

Recommended Conditions of Approval:
Rezoning
Planning staff recommends Planning and Zoning Commission move to recommend approval of PLH23-0015 Highland Place, rezoning from Single-Family Residential (SF-18) to Planned Area Development (PAD) for medium density residential, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled, "Highland Place" and kept on file in the City of Chandler Planning Division, in File No. PLH23-0015, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by Chandler City Council.

2. Residential dwelling units shall be permitted at a maximum density of 9 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 on abutting rights-of-way shall be maintained by the adjacent property owner or property owners' association.

5. Minimum setbacks, maximum lot coverage and building height shall be as provided below

Property Line	Setbacks
Front Yard	18'
Side yard	10' between duplexes where applicable and as shown in the development booklet
Rear	10' excepting covered patios which have a setback of 3'
Maximum Lot Coverage	50%
Maximum Building Height	32'

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

1. Development shall be in substantial conformance with the Development Booklet, entitled, "Highland Place" and kept on file in the City of Chandler Planning Division, in File No. PLH23-0015, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by Chandler City Council

2. The site shall be maintained in a clean 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. 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.

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.

Preliminary Plat
Planning staff recommends the Planning and Zoning Commission move to recommend approval of the Preliminary Plat subject to the following condition:

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

4. PLH23-0053 CAMBRIDGE MEDICAL FACILITY

Request for Rezoning to increase Mid-Rise Overlay allowing building heights up to 75 feet and Preliminary Development Plan (PDP) approval for site layout and building architecture for a medical development including a specialty hospital and medical offices on approximately 8.1 acres located north of the northwest corner of Gilbert Road and Insight Way, generally located ¼ mile south of the southwest corner Gilbert and Germann roads.

Proposed Motion:
Rezoning
Move Planning and Zoning Commission recommend approval of Rezoning PLH23-0053 Cambridge Medical Facility, Rezoning to increase Mid-Rise Overlay allowing building heights up to 75 feet, subject to the conditions as recommended by Planning staff.

Preliminary Development Plan
Move Planning and Zoning Commission recommend approval of Preliminary Development Plan PLH23-0053 Cambridge Medical Facility for site layout and building architecture, subject to the conditions as recommended by Planning staff.

Recommended Conditions of Approval:
Rezoning
Planning staff recommends Planning and Zoning Commission move to recommend approval of Rezoning to increase the Mid-Rise Overlay allowing building heights up to 75 feet, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Cambridge Medical Facility" and kept on file in the City of Chandler Planning Division, in File No. PLH23-0053, 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. Building heights shall be limited to a maximum height of seventy-five (75) feet.

3. Uses shall be consistent with uses permitted in C-3 Regional Commercial District.

4. No television, communication towers or stand-alone antennas shall be constructed on the property. All structures on the property shall remain below the protective surfaces as defined in Federal Aviation Regulation part 77 and/or in relation to limits established in FAA determined Terminal Procedures (TERPS). All construction cranes shall be installed and operated in accordance with FAA rules and regulations including notification through the filing of FAA Form 7460-1, Notice of Proposed Construction or Alteration.

5. Prior to building permit issuance for any structures the developer shall provide a DETERMINATION OF NO HAZARD TO AVIATION approval as issued by the FAA after filing an FAA Form 7460, Notice of Proposed Construction or Alteration.

6. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.

7. 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.

8. The developer shall be required to install landscaping in the arterial street median(s) adjoining this project. In the event that the landscaping already exists within such

median(s), the developer shall be required to upgrade such landscaping to meet current City standards.

9. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.

10. The landscaping in all open-spaces shall be maintained by the adjacent property owner or property owners' association, and shall be maintained at a level consistent with or better than at the time of planting.

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

1. Development shall be in substantial conformance with the Development Booklet, entitled "Cambridge Medical Facility" and kept on file in the City of Chandler Planning Division, in File No. PLH23-0053, 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 space, rights-of-ways, and street medians) and perimeter walls shall be approved by the Planning Administrator.

4. Landscaping shall be maintained at a level consistent with or better than at the time of planting.

5. All raceway signage shall be prohibited within the development.

6. The monument sign panels shall have an integrated or decorative cover panel until a tenant name is added to the sign.

7. 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.

8. 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.

9. 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.

5. PLH23-0058 BODDY RESIDENCE

Regarding the request for Rezoning from Multiple-Family Residential District (MF-2) to Planned Area Development (PAD) for a single-family residence with an accessory building and Preliminary Development Plan approval for site layout and building architecture on approximately .17 acres located at 121 S Dakota Street, generally located ¼ mile north of the northwest corner Frye Road and Arizona Avenue.

Proposed Motion:
Rezoning
Move Planning and Zoning Commission recommend approval of Rezoning PLH23-0058 Boddy Residence, Rezoning from Multiple Family Residential District (MF-2) to Planned Area Development (PAD) for a single-family residence, subject to the conditions as recommended by Planning staff.

Preliminary Development Plan
Move Planning and Zoning Commission recommend approval of Preliminary Development Plan PLH23-0058 Boddy Residence for site layout and building architecture, subject to the conditions as recommended by Planning staff.

Recommended Conditions of Approval:
Rezoning
Planning staff recommends Planning and Zoning Commission move to recommend approval of Rezoning from MF-2 to PAD for single-family residential with an accessory building, subject to the following conditions:

1. Development shall be in substantial conformance with the attached development booklet kept on file in the City of Chandler Planning Division, on file in PLH23-0058 Boddy Residence-Development Booklet, modified by such conditions included at the time the exhibits were approved by the City Council and/or as thereafter amended, modified or supplemented by the City Council.

2. Uses permitted on the property shall be those permitted in the Single-Family (SF-8.5) zoning district, except as modified by condition herein.

3. The homebuilder/lot developer shall provide a written disclosure statement, for the signature of any potential buyer, acknowledging that the property is located adjacent to or nearby the "Entertainment District" which may contain land uses that create adverse noise and other externalities. The "Purchase Contracts" and the property deed shall include a disclosure

statement outlining that the site is adjacent to the Entertainment District. The responsibility for notice rests with the homebuilder/lot developer, and shall not be construed as an absolute guarantee by the City of Chandler for receiving such notice.

4. Developer shall provide all required right-of-way dedications and/or easements as determined by the Development Services Director at the time of construction plan review.

5. Developer shall complete construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting to achieve conformance with City codes, standard details, and design manuals.

6. Landscaping in all rights-of-way shall be maintained by the adjacent property owner. Additionally, hardscape improvements located behind the sidewalk and within the right-of-way shall be maintained by the adjacent property owner.

7. Minimum setbacks shall be as provided below:

Property Line	Building Setback
Front Yard	20 ft.
Side Yard	5 ft. for each side
Rear Yard	10 ft.

8. Maximum Lot Coverage shall be 45%

9. Maximum Building Height shall not exceed twenty-five (25) feet in height at the building setback line, except any building may exceed such height provided that at no point it projects above a line sloping inward and upward at a forty-five (45) degree angle at the required setback line to a maximum height of thirty-five (35) feet.

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

1. Development shall be in substantial conformance with the attached development booklet kept on file in the City of Chandler Planning Division, on file in PLH23-0058 Boddy Residence-Development Booklet, modified by such conditions included at the time the exhibits were approved by the City Council and/or as thereafter amended, modified or supplemented by the City Council.

2. All mechanical equipment shall be located in the side or rear yard and screened entirely from view by material(s) that are architecturally consistent with the proposed dwelling.

3. The site shall be maintained in a clean and orderly manner.

4. The 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.

6. PLH23-0027 LAYTON LAKES VILLAGE SHOPS

Request the request for Preliminary Development Plan approval for site layout and building architecture for a car wash and an office building. The subject site is located at the southeast corner of Gilbert Road and Queen Creek Road.

Proposed Motion:
Move Planning and Zoning Commission recommend approval of Preliminary Development Plan PLH23-0027 Layton Lakes Village Shops for a site layout and building architecture for a car wash and an office building.

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

1. Development shall be in substantial conformance with exhibits and representations entitled "Development Booklet" and kept on file in the City of Chandler's Planning Division, in file No. PLH23-0027, modified by such conditions included at the time the exhibits were approved by the City Council and/or as thereafter amended, modified or supplemented by the City Council.

2. Landscaping shall be in compliance with current Commercial Design Standards.

3. The site shall be maintained in a clean and orderly manner.

4. The landscaping shall be maintained at a level consistent with or better than at the time of planting.

5. The landscaping in all open-spaces and rights-of-way shall be maintained by the adjacent property owner or property owners' association.

7. PLH23-0062 LOLA'S LIQUORS

Request for Use Permit approval for a Series 6 Bar License and Entertainment Use Permit approval for live indoor entertainment. The business is located at 64 S San Marcos Place, approximately ¼ mile south of the southwest corner of Chandler Boulevard and Arizona Avenue.

Proposed Motion:
Move Planning and Zoning Commission recommend approval of Use Permit PLH23-0062 Lola's Liquors, subject to the conditions as recommended by Planning staff.

Recommended Conditions of Approval
Planning staff recommends Planning and Zoning Commission move to recommend approval of the Use Permit/Preliminary Development Plan, subject to the following conditions:

1. Substantial expansion or modification beyond the approved exhibits (Exhibits and Narrative) shall void the Use Permit and require a new 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 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.

5. The Entertainment Use Permit shall remain in effect for two (2) years 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.

8. PLH23-0069 MURPHY'S LAW IRISH PUB
Request for Entertainment Use Permit approval for live indoor entertainment. The business is located at 58 S San Marcos Place, approximately ¼ mile south of the southwest corner of Chandler Boulevard and Arizona Avenue.

Recommended Conditions of Approval
Planning staff recommends Planning and Zoning Commission move to recommend approval of the Use Permit, subject to the following conditions:

1. Substantial expansion or modification beyond the approved exhibits (Exhibits and Narrative) shall void the Entertainment Use Permit and require a new Entertainment Use Permit application and approval.

2. The Entertainment Use Permit is non-transferable to any other location.

3. The site shall be maintained in a clean and orderly manner.

4. 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.

5. Music shall be controlled so as to not unreasonable disturb area residences.

6. The Entertainment Use Permit shall remain in effect for five (5) years 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.

9. Notice of Cancellation of the February 7, 2024, Planning and Zoning Commission Hearing

Move Planning and Zoning Commission cancel February 7, 2024, Planning and Zoning Commission Hearing.

Consent Agenda Motion and Vote

COMMISSIONER VELASQUEZ moved to approve the Consent Agenda of the January 17, 2024, Regular Planning and Zoning Commission Meeting with recommendations stipulation from staff; Seconded by COMMISSIONER QUINN.

Motion carried unanimously (6-0).

Discussion

Member Comments/Announcements

None.

Calendar

The next Regular Meeting will be held on Wednesday, February 21, 2024, in the Chandler City Council Chambers, 88 E. Chicago Street.

Informational Items

Adjourn

The meeting was adjourned at 5:43 p.m.

with changes noted by commission

for KM

Kevin Mayo, Secretary

Rick Heumann, Chairman