



City Council Regular Meeting

Thursday, April 18, 2024
6:00 p.m.

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



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.



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

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 18, 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 - Reverend Sarah Oglesby-Dunegan, Valley Unitarian Universalist

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 18, 2024, Regular Meeting, Items 1 - 24.



City Clerk

1. **Approval of Minutes**

Move City Council approve the Council meeting minutes of the Study Session of April 1, 2024, the Special Meeting of April 4, 2024, and the Regular Meeting of April 4, 2024.

2. **Board and Commission Appointments**


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



Cultural Development

3. **Agreement No. CD4-918-4725, with AMS Planning & Research Corp., for the Arts Facilities Needs Assessment**

Move City Council approve Agreement No. CD4-918-4725, with AMS Planning & Research Corp., for the Arts Facilities Needs Assessment, in the amount of \$122,900.

Council Focus Area(s): 



Development Services

4. **Introduction and Tentative Adoption of Ordinance No. 5091, Rezoning and Preliminary Development Plan, PLH23-0055 Irgens Ascend, Generally Located at the Northwest Corner of Cooper Road and Germann Road**

Rezoning

Move City Council introduce and tentatively adopt Ordinance No. 5091 approving PLH23-0055 Irgens Ascend, amending the existing Planned Area Development (PAD) zoning to allow showroom uses, subject to the conditions as recommended by Planning and Zoning Commission.


Preliminary Development Plan

Move City Council approve Preliminary Development Plan PLH23-0055 Irgens Ascend for site layout and building architecture for an industrial building and a showroom building, subject to the conditions as recommended by Planning and Zoning Commission.

Council Focus Area(s): 

5. **Rezoning and Preliminary Development Plan, PLH23-0063 CBREIM Frye, Rezoning from Planned Industrial (I-1) District to Planned Area Development (PAD) for a data center with Mid-Rise Overlay to allow building heights up to 95 feet and Preliminary Development Plan approval to expand an existing data center facility, located at 2500 W. Frye Road, generally located one-half mile south and east of Chandler Boulevard and Price Road**

Move City Council continue Rezoning and Preliminary Development Plan PLH23-0063 CBREIM Frye, to the May 9, 2024, City Council meeting.

Council Focus Area(s): 

6. **Resolution No. 5796, Authorizing a License Agreement between Light Source Communications LLC, and the City of Chandler for the Use of Public Property for the Establishment of Class 4 and Class 5 Communications Systems**

Move City Council pass and adopt Resolution No. 5796, authorizing the Mayor to execute the license agreement between Light Source Communications LLC, and the City of Chandler for the use of facilities in the city's rights-of-way and public places to establish Class 4 and Class 5 Communications Systems, and authorizing the City Manager or designee to execute other documents as needed to give effect to the agreement.


Council Focus Area(s): 



Facilities and Fleet



7. **Agreement No. BF2-910-4446, Amendment No. 3, for Electrical Maintenance, Repair, and Installation Services**

Move City Council approve Agreement No. BF2-910-4446, Amendment No. 3, with Corbins Service Electric; DECA Southwest; Hampton Tedder Technical Services; Hawkeye Electric, Inc.; K2 Electric, LLC; and Swain Electric, Inc., for electrical maintenance repair and installation services, in an amount not to exceed \$1,260,000, for the period of six months, beginning April 1, 2024, through September 30, 2024.

Council Focus Area(s): 


8. **Agreement No. FF4-918-4729, Citywide Security Camera Assessment**

Move City Council approve Agreement No. FF4-918-4729, with IXP Corporation, for a citywide security camera assessment, for an amount not to exceed \$158,500.

Council Focus Area(s):  

9. **Purchase of Furniture and Related Services for Space Utilization Improvements**

Move City Council approve the purchase of furniture and related services, utilizing the State of Arizona Contract No. CTR067396, with Corporate Interior Systems, Inc., and the State of Arizona Contract No. CTR067402, with Goodmans, Inc., in an amount not to exceed \$637,328.


Council Focus Area(s): 



Fire Department

10. **Purchase of Fire Apparatus**

Move City Council approve the purchase of a fire apparatus, utilizing the Houston Galveston Area Council (H-GAC) Contract No. FS12-19, or the Sourcwell Contract No. 113021, in an amount not to exceed \$1,250,000 and approve a General Fund Contingency transfer of \$1,250,000 to allow for creation of the purchase order in the current fiscal year.


Council Focus Area(s): 



Information Technology

11. **Agreement No. 4538, Amendment No. 3, with SAR Systems, LLC, for Professional Services to Implement Human Resources Benefits Administration System and Human Resources System Enhancements**

Move City Council approve Agreement No. 4538, Amendment No. 3, with SAR Systems, LLC, for professional services to implement human resources benefits administration system and human resources system enhancements, increasing the spending limit by \$400,000.

Council Focus Area(s):  

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

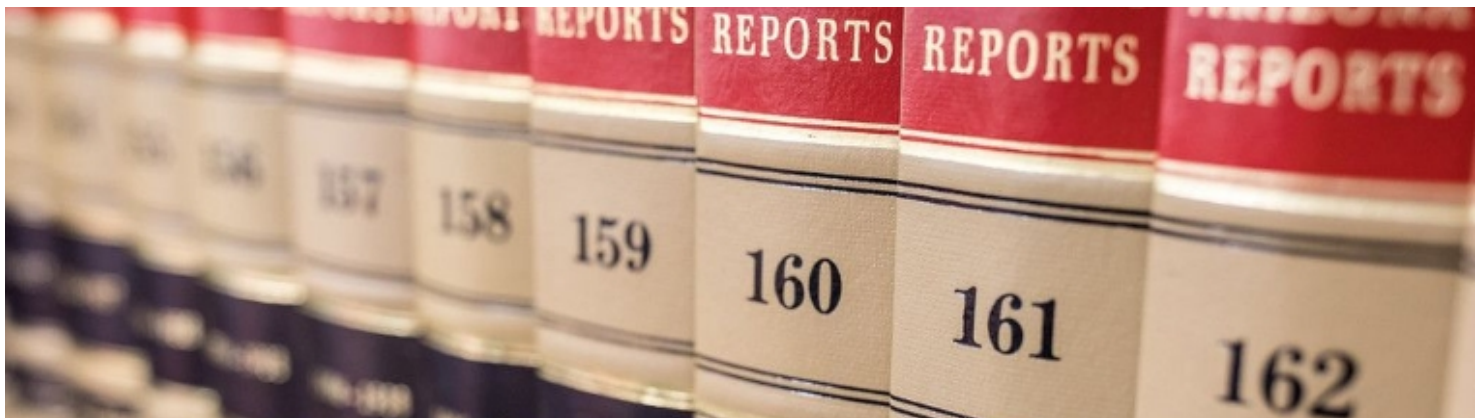
Move City Council approve the purchase of enterprise asset management (EAM) system annual support and maintenance, from CentralSquare Technologies, LLC, in an amount not to exceed \$114,927, for the period of one year, beginning July 1, 2024, through June 30, 2025.

Council Focus Area(s): 💡

13. **Purchase of Microsoft Software Licenses**

Move City Council approve the purchase of Microsoft software licenses, from CDW-G, utilizing the Omnia Partners Contract No. 2018011-01, for a period of three years, in an amount not to exceed \$2,021,655 in the first year, and authorize the City Manager to execute an agreement with Microsoft Corporation for use of the licenses.

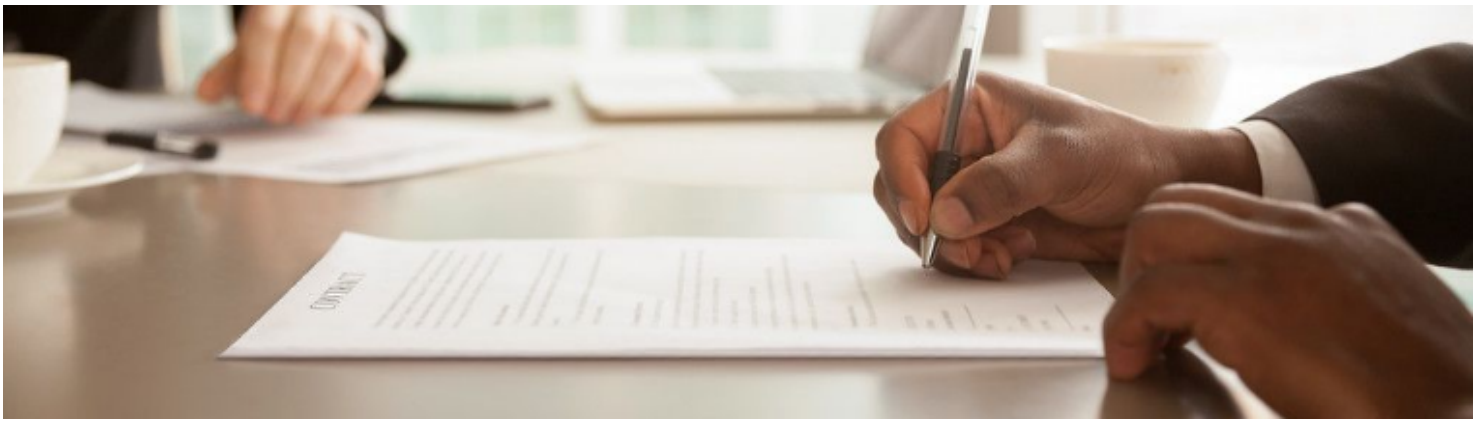
Council Focus Area(s): 💡



Law

14. **Settlement in Allstate Insurance Co. vs. City of Chandler**


Move City Council authorize the settlement in the matter of Allstate Insurance Co vs. City of Chandler in full and final satisfaction of all claims asserted without admitting liability for the amount of \$140,000.00 and further authorize the City Attorney to sign any necessary documents in such forms as are approved by the City Attorney to effectuate the terms and conditions of settlement in this action.



Management Services


15. **Resolution No. 5790 Authorizing Submittal of an Indian Gaming Revenue Sharing Grant Application from Dignity Health Foundation - East Valley to Fort McDowell Yavapai Nation**

Move City Council pass and adopt Resolution No. 5790 authorizing the submittal of a \$25,000 pass-through Indian Gaming Revenue Sharing Grant Application from the Dignity Health Foundation – East Valley to the Fort McDowell Yavapai Nation to provide oral health care and minimally invasive treatments for 120 children.

Council Focus Area(s): 

16. **New License Series 12, Restaurant Liquor License Application for Jared Michael Repinksi, Agent, EJG Group II, LLC, DBA Maple House**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 282818, a Series 12, Restaurant Liquor License, for Jared Michael Repinksi, Agent, EJG Group II, LLC, DBA Maple House, located at 198 W. Boston Street, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 304098.


Council Focus Area(s): 



Neighborhood Resources

17. **Introduction and Tentative Adoption of Ordinance No. 5092, Approving a Ground Lease at 77 North McQueen Road with Villas on McQueen, LLC**

Move City Council introduce and tentatively adopt Ordinance No. 5092, approving a ground lease at 77 North McQueen Road with Villas on McQueen, LLC, and authorizing the Mayor to sign the lease and the City Manager to sign all related documents.

Council Focus Area(s): 


18. **Resolution No. 5793 Approving and Authorizing the City Manager to Allocate Fiscal Year 2024–2025 HOME Investment Partnerships Program Funds**

Move City Council pass and adopt Resolution No. 5793 approving and authorizing the City Manager or his designee to allocate Fiscal Year 2024-2025 HOME Investment Partnerships Program funds; authorizing execution of all contracts and subrecipient agreements; and authorizing the City Manager to take all actions necessary and prudent to implement the adopted FY 2024-2025 HOME funding allocations.

Council Focus Area(s): 

19. **Resolution No. 5792 Approving and Authorizing the City Manager to Execute and Submit the Community Development Block Grant Fiscal Year 2024–2025 Annual Action Plan to the United States Department of Housing and Urban Development; Authorizing Execution of All Subrecipient Contracts**

Move City Council pass and adopt Resolution No. 5792 approving and authorizing the City Manager or designee to execute and submit the Community Development Block Grant Fiscal Year 2024–2025 Annual Action Plan to the United States Department of Housing and Urban Development; authorizing execution of all subrecipient contracts; and authorizing the City Manager or designee to take all action necessary or prudent to implement the approved FY 2024-2025 Annual Action Plan


Council Focus Area(s): 



Police Department

20. **Resolution No. 5794 Acceptance and Approval of a Grant from the Office of the Arizona Attorney General Child and Family Advocacy Fund in the amount of \$36,437.62 for the Chandler Child and Family Advocacy Center**

Move City Council pass and adopt Resolution No. 5794 authorizing acceptance and approval of a grant from the Office of the Arizona Attorney General Child and Family Advocacy Fund in the amount of \$36,437.62; and authorizing the Chief of Police, as designated by the City Manager, to conduct all negotiations and to execute and submit all documents necessary in connection with such grant.

Council Focus Area(s): 



Public Works and Utilities

21. **Introduction and Tentative Adoption of Ordinance No. 5090, Granting a Non-Exclusive Underground High Voltage Power Easement to Salt River Project Agricultural Improvement and Power District to Accommodate the Development of the Aligned Data Center Facility**

Move City Council introduce and tentatively adopt Ordinance No. 5090 granting a non-exclusive underground high voltage power easement to SRP, in consideration of the payment of four thousand (\$4,000) dollars, to accommodate the development of the Aligned Data Center facility at Price Road and Continuum Street.

Council Focus Area(s):  

22. **Resolution No. 5772 Authorizing the Acquisition of Real Property in Fee or by Easement Required for the Price Road Sewer Rehabilitation Project No. WW2302**

Move City Council pass and adopt Resolution No. 5772 authorizing the acquisition of real property in fee or by easement required for the Price Road Sewer Rehabilitation Project WW2302; authorizing the city's real estate administrator to sign, on behalf of the city, the purchase agreements, and any other documents necessary to facilitate the acquisitions; authorizing eminent domain proceedings as needed to acquire said the real property and obtain immediate possession thereof; and authorizing relocation assistance as may be required by law.

Council Focus Area(s):



23. **Construction Agreement No. ST2007.401, with Action Direct, LLC, dba Redpoint Contracting, for the Hamilton Street Improvements from Iris Place to Appleby Road**

Move City Council award Construction Agreement No. ST2007.401, to Action Direct, LLC, dba Redpoint Contracting, for the Hamilton Street Improvements from Iris Place to Appleby Road, in an amount not to exceed \$4,518,727.

Council Focus Area(s):



24. **Agreement No. SW2-100-4480, Amendment No. 2, with Sierra Container Group, LLC, for Refuse and Recycling Containers**

Move City Council approve Agreement No. SW2-100-4480, Amendment No. 2, with Sierra Container Group, LLC, for refuse and recycling containers, in an amount not to exceed \$500,000, for the period of one year, beginning May 16, 2024, through May 15, 2025.

Council Focus Area(s):



Action Agenda

25. **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 (continued from the meeting of March 21, 2024)**

Rezoning

Move City Council introduce and tentatively adopt Ordinance No. 5084 approving PLH23-0044 QuikTrip Convenience Store and Gas Station, amending the Planned Area Development (PAD) zoning for commercial uses 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.

Council Focus Area(s):



Informational

26. **Special Event Liquor Licenses and Temporary and Permanent Extensions of Liquor License Premises Administratively Approved**
27. **Claims Report for the Quarter Ended March 31, 2024**
28. **Contracts and Agreements Administratively Approved, Month of March 2024**

Unscheduled Public Appearances

Current Events

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

Adjourn



City Council Memorandum City Clerk's Office Memo No.

Date: April 18, 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 Study Session of April 1, 2024, the Special Meeting of April 4, 2024, and the Regular Meeting of April 4, 2024.

Attachments

Minutes of the Study Session held on April 1, 2024
Minutes of the Special Meeting held on April 4, 2024
Minutes of the Regular Meeting of April 4, 2024

Meeting Minutes

City Council Study Session

April 1, 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 6:03 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

*Vice Mayor OD Harris and Councilmember Angel Encinas attended electronically.

Scheduled Public Appearances

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

1. Service Recognitions

Chris Kush – 25 Years, Police
Deanna D' Arcangelo-Larson – 10 Years, Police
Kim Moyers – 10 Years, Cultural Development
Kristen Poe – 20 Years, Information Technology
Ramon Granillo – 25 Years, Public Works & Utilities
Heather Figueroa – 25 Years, Mayor & Council

2. Recognition: Chandler Innovation Fair Winners

MAYOR HARTKE called Micah Miranda up to accept.

MICAH MIRANDA, Economic Development Director, thanked Odette Moore, Economic Development Research Associate, and Stephanie Romero, Public Information Officer for their dedication and hard work.

MR. MIRANDA invited forward the winners for the STEM promotion display. Congratulations to all participating schools, and thanks to our sponsors for making this event possible. ACP Arizona College Prep High School and Valley Christian High School won in the high school category, Willis Junior High and Santan Junior High were recognized in the junior high category, and Bologna Elementary School and Rice Elementary School won in the elementary category. Thanks to all participants for promoting STEM education.

3. Proclamation: Valley Bike Month

MAYOR HARTKE read the proclamation and invited Nancy Jackson, Transportation Planning Program Coordinator, and David Fleischmann with Cactus Cruisers to accept.

MS. JACKSON thanked Mayor and Council for recognizing April as Valley Bike Month. Ms. Jackson encouraged everybody to join the family bike ride on Saturday, April 6.

4. Proclamation: Jazz Appreciation Month

MAYOR HARTKE read the proclamation and invited Bart Salzman, Founder of Chandler Jazz Festival, and Helen Dy to accept.

MR. SALZMAN expressed gratitude to the Mayor and Council for their support. He mentioned starting a jazz festival in downtown Chandler 25 years ago, with the first festival being held in 2000 and continuing for 16 years. The festival was initially volunteer-run with 50 volunteers. Leah Powell played an instrumental role in making the festival a success. Mr. Salzman and his team are grateful to Chandler for their support.

5. Proclamation: National Sexual Assault Awareness Month

MAYOR HARTKE read the proclamation and invited Katie Cain, Victim Services Senior Program Manager, and Samantha Hinchey and Chelsea Grieve, Domestic Violence Commissioners, to accept.

MS. HINCHEY thanked Mayor and Council for recognizing sexual assault. She reminded everyone that April is Sexual Violence Awareness Month and encouraged them to wear teal on April 21st and denim on April 24th to show support. She also mentioned upcoming events in Maricopa County, including one at ASU.

6. Proclamation: National Child Abuse Prevention Month

MAYOR HARTKE read the proclamation and invited Mark Whitaker from the Exchange Club of Chandler to accept.

MAYOR HARTKE thanked Councilmember Ellis for her work in the community, on our Maricopa County Domestic Violence Force, and as a member of the Exchange Club.

MR. WHITAKER thanked Mayor and Council and Domestic Violence Commission for their support for the Field of Hope, a memorial for children who lost their lives due to abuse or neglect. The field will be set up on April 14th at 2 PM in Dr. A.J. Chandler Park, with an information fair at 4 PM and a dedication ceremony at 6 PM. The field will be up 24/7 through April 19th. All residents of Chandler are invited to attend and raise awareness for this important cause.

Consent Agenda and Discussion

Discussion was held on items 4, 10, and 17.

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.

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.

STEVEN TURNER, Sustainability & Performance Officer, presented the following presentation.

- Solar Installations
 - Agenda
 - Solar Feasibility Study
 - Results from Milestone 1
 - Next Steps After Milestone 2

- Solar Feasibility Study
- Milestone 1 was completed in January 2024
- Milestone 2 is pending City Council approval
- Milestone 1
 - Preliminary site layouts
 - Estimated photovoltaic production
 - Estimated design and construction pricing
 - Recommended ownership and pricing models with Inflation Reduction Act benefits
- Milestone 2
 - Electrical and structural engineering
 - SRP/APS Interconnect Applications
 - Plans submitted to City for review
 - Provide final photovoltaic estimates
 - Submit final cost and guaranteed savings projections.
- Milestone 1 Results
 - 23 of the 25 sites found as feasible options
 - Proposed system size is over 9 MW
 - 56% proposed energy offset
 - General Fund will receive 30% of the savings and Utility funds will receive 70%
 - 10% Water
 - 60% Wastewater
 - 20-year project agreement
 - 15 million capital investment scenario
 - Total project cost is \$26.2 million
 - Total annual savings is \$1.4 million
 - Total savings after 25 years is \$41.6 million
 - \$6.5 million savings from Inflation Reduction Act (IRA)
 - \$19.7 million final cost with IRA
- Next Steps After Milestone 2
 - Milestone 2 Will take approximately six months
 - Staff will present financing options once estimates are finalized
 - Final construction agreement upon completion of Milestone 2
 - Guaranteed Savings Contract
 - All savings in the final estimates will be guaranteed
 - 25-year warranty on solar panels
 - Installation will take less than a year
 - Smaller sites may come online sooner
 - Questions?

COUNCILMEMBER ELLIS asked how our current actions differ from those of a homeowner and what to tell those who question the plan's benefits to the city.

MR. TURNER said various factors such as mount type, energy usage, and pricing options affect the overall cost of a solar project. A large project has more buying power to purchase solar panels at a discounted rate. Pricing models and structures need to be considered to make a solar project feasible, and the use of the Inflation Reduction Act, ground and roof mount, and solar-covered parking can make it possible.

COUNCILMEMBER ELLIS asked if any unused energy from their organization is returned to the energy company, similar to how it works with personal energy sources.

MR. TURNER said the solar panels will generate every bit of energy consumed, so it is behind the meter. When the energy is produced from the solar panels, it will be directly used in our system.

COUNCILMEMBER ELLIS said the overflow will be somewhere else.

MR. TURNER said we need to size each facility correctly, so we do not overproduce. Therefore, each facility will be sized appropriately based on its usage.

COUNCILMEMBER ORLANDO said his concern is the payback period, which, based on some assumptions, is 15 years.

MR. TURNER said a 2% degradation of the solar panels annually. Utility providers SRP and APS are accounting for a 3% increase in energy costs, which is sometimes exceeded. This results in bigger savings for them.

COUNCILMEMBER ORLANDO said the estimated degradation rate may be less than 3.2%. This is particularly true for newer solar panels. The current estimate provided by the electric company, SRP, is considered conservative. In fact, a recent observation showed a degradation rate of 5%.

MR. TURNER said we are estimating 3%.

COUNCILMEMBER ORLANDO said that we will have a quicker payback period if the electricity usage projections are accurate.

MR. TURNER said potentially.

COUNCILMEMBER STEWART said he appreciated the work done and shared concerns about the spending of funds. However, he thanked staff for being at the forefront of cutting-edge technology and believed that storage was the key to achieving energy independence. He commended the team's excellent work and hoped that this project would set an example for other cities to follow. MR. TURNER said the company's system will be able to adapt and integrate with any future advancements in battery technology and pricing. If battery pricing and technology align in the next five or ten years, the system can connect with it seamlessly.

MAYOR HARTKE thanked the staff for saving money on PSPRS and LED lights. He challenged them to come up with more innovative ideas to lower ongoing costs. The council is excited about projects that make the most of today's and tomorrow's dollars.

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.
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.
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.
8. Purchase of Fiber Network Hardware
Move City Council approve the purchase of Fiber Network Hardware, from Sentinel Technologies, using the 1 Government 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

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.

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.

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

- Heat Relief Summer 2024
- Overview
 - The City of Chandler has supported heat relief services for vulnerable households and persons at risk of or experiencing homelessness for many years utilizing various funds sources.
 - Last year, Maricopa County made ARPA funds available to provide heat relief services for the 2023 heat season and are doing so again for the 2024 heat season.
 - Last year, the Cities of Chandler and Mesa partnered, spending a total of \$406,996 and serving 1,818 unduplicated residents at day respite centers*.
 - This year, the Cities of Chandler and Mesa will operate services independently.
 - *Residents utilizing cooling stations not included.
- Chandler Heat Relief Services: 2023 Heat Season
 - Chandler operated a day respite center and 10 cooling stations June – September 2023
 - Last year, the City of Chandler spent \$176,757, serving 567 unduplicated residents at day respite centers. Hundreds more stopped into cooling stations for hydration and refuge from the elements.
 - Chandler residents utilized 8,619 hours of Day Respite Center services.
 - Through the day respite center and ten cooling stations, Chandler residents received:
 - 10,232 bottles of water
 - 13,484 meals and snacks
 - 609 showers
 - 220 laundry services
- 2023 Heat Related Deaths
 - 645 heat related deaths occurred in Maricopa County.
 - 14 of these deaths occurred in Chandler
 - Almost 2 out of 3 heat related deaths were age 50 years or older
 - 45% of the deaths were among people experiencing homelessness
 - 3 out of 4 heat related deaths occurred outside.
- 2024 Heat Relief Services
 - One day respite center operated by the Salvation Army Chandler Corps.
 - Open 9 am – 7 pm Monday through Saturday and Sunday's during excessive heat warnings
 - Food, water, and uninterrupted rest
 - Shower and laundry services
 - 8 cooling stations at Chandler public facilities during regular business hours.

- Maricopa County will provide transportation to/from day respite centers, marketing and signage.
- Next Steps
 - The City seeks to enter into an Intergovernmental Agreement with Maricopa County to support heat relief services for the 2024 heat season.
 - The City also seeks to amend a contract with the Salvation Army Chandler Corps to provide Day Respite Center services and support cooling stations at 8 City of Chandler public facilities.
- Questions

COUNCILMEMBER ELLIS asked about the 14 deaths in Chandler and what is being done to prevent similar incidents. The Department of Health Services is looking into the health issues that put people at risk of dehydration and cause untimely deaths.

MS. BALCH said the Department of Health and the epidemiologists from the Department of Public Health are working together to identify factors that contribute to the current situation. They are analyzing co-variables like substance use, dehydration, and exposure to high temperatures. The team is looking for ways to improve the situation by analyzing data from last year when there were more than 31 consecutive nights with temperatures above 90 degrees.

COUNCILMEMBER ELLIS asked about the partnership with the Salvation Army, the number of beds they could offer, and whether overnight beds were provided for certain nights or every night.

MAYOR HARTKE clarified that they were not providing any night beds, only daytime beds from 9:00 a.m. to 7:00 p.m.

COUNCILMEMBER ELLIS asked where the overflow would be accommodated.

MS. BALCH said we have non-congregate shelter programs and the I-Help shelter in partnership with Ascend to provide safe overnight accommodations for the most vulnerable individuals.

COUNCILMEMBER ELLIS said if you allow someone to cool down from 7 to 9 PM but then put them out afterward, when they are still vulnerable, they will be returned to the same area and will likely become sick again.

COUNCILMEMBER STEWART mentioned setting up a 24-hour respite center in the city for the homeless. This would provide temporary shelter until permanent housing is available. Funding could be sought from other sources or Josh to make this idea a reality.

MAYOR HARTKE said we could collaborate with ASCEND to ensure that the I-Help Program, an all-night program covering Chandler, reaches its maximum capacity. This would be especially beneficial during the hot summer months.

VICE MAYOR HARRIS asked about partnering with Valley Metro to provide heat relief at bus stops.

MS. BALCH said she will investigate that.

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.
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.
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.

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.

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.
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.

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.

LEAH POWELL, Neighborhood Resources Director, gave an update on the redesign and expansion of the boys and girls club, including the patio area, which is currently in its initial stages. A few months ago, the city proposed an extended amendment to their agreement, which is now starting the construction project. The patio area will be expanded to serve as an expansion of the teen center, and there will be renovations and refurbishments of the youth area, including new paint and furniture. Additionally, an enhanced entrance to the facility will be added to increase security measures. The Compadres have made a significant donation towards the project, which will help with furniture, fixtures, and other enhancements. The city is grateful for their contribution. The partnership with the Boys and Girls Club has been longstanding, and the city is pleased to continue working with them as they are valuable stakeholders in the community, providing information on the youth they serve and the programs they offer. The partnership between the city and the club is ongoing, and they engage regularly.

COUNCILMEMBER STEWART thanked Ms. Powell for the update and expressed gratitude for the partnership between the Compadres, Boys and Girls Club, and their office to make it a productive place for youth. He requested an update on the progress made on that front.

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.
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.
20. 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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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
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.
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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.

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

Adjourn

The meeting was adjourned at 7:21 p.m.

ATTEST: _____
City Clerk

Mayor

Approval Date of Minutes: April 18, 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 1st day of April 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

April 4, 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 4:00 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

Set an Executive Session

1. Executive Session pursuant to 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 *Allstate Insurance Co. v. City of Chandler*

Action Agenda Motion and Vote

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

Motion carried unanimously (7-0).

Adjourn

The meeting was adjourned at 4:00 pm.

ATTEST: _____
City Clerk

Mayor

Approval Date of Minutes: April 18, 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 4th day of April 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

April 4, 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 Pastor Preston Dobbins, Bethel Chandler.

Pledge of Allegiance

The Pledge of Allegiance was led by Vice Mayor Harris.

Consent Agenda and Discussion

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.

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.

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.

MELISSA LALICH, a resident of Chandler, AZ, spoke in support of item 5 the Silk Stocking neighborhood item on the agenda. Ms. Lalich expressed her gratitude towards all the individuals who were involved in making the Historic Preservation District possible. The journey towards this achievement began about 20 years ago with two neighborhood residents, Dorothy Ruoff and Mary L. Perkins, and was supported by Councilmember Orlando, Martin Sepulveda, and Derek Horn. They worked tirelessly to get this done on the national level 10 years ago and are now pursuing it locally. The commission was formed in 2021 and has since then evolved to its current state. City Council has been supportive from day one and City staff have been instrumental to the project. The commission is proud to be in this position and hopes to keep moving forward. They look forward to annexing the rest of the homes that were not included initially in the district. They are excited to finally dream about what the neighborhood is going to be like and what they can do.

COUNCILMEMBER ORLANDO thanked Ms. Lalich.

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.

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.
8. Purchase of Fiber Network Hardware
Move City Council approve the purchase of Fiber Network Hardware, from Sentinel Technologies, using the 1 Government 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

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.

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.
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.
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.

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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.

Consent Agenda Motion and Vote

Councilmember Ellis moved to approve the Consent Agenda of the April 4, 2024, Regular City Council Meeting; Seconded by Vice Mayor Harris.

Motion carried unanimously (7-0).

Informational

- 24. Special Event Liquor Licenses and Temporary and Permanent Extensions of Liquor License Premises Administratively Approved [Click to View](#)
- 25. January 17, 2024, Planning and Zoning Commission Meeting Minutes

Unscheduled Public Appearances

JENNY VITALE, 3321 n. Nebraska St., spoke about Ubiquity is bringing fiber optic cable to our neighborhood. Ubiquity's announcement has led to a gold rush in which every company tries to become a telecommunication fiber optic expert and get their cable into our neighborhood before the others. They also promote micro trenching, which involves digging a small trench to lay the fiber optic cable. Although this may seem like a good idea, it has several problems. There is no specification for micro trenching, which caused Ubiquity to spend nine months getting it approved by the city of Chandler. Additionally, the backfill used for micro trenching is not ideal, and it may compress and depress, leading to a degradation of our roads. Micro trenching also causes deflection every time a car drives over it, which can further degrade the roads. The City of Chandler recently spent millions of dollars repaving all the roads in our neighborhood, and now Ubiquity wants to come in and tear them up for micro trenching. Ms. emphasized responsibility with taxpayer dollars and ensuring our roads remain in good condition.

Current Events

Mayor's Announcements

MAYOR HARTKE announced the exciting news that Trader Joe's would finally open in the northeast corner of Ocotillo and Arizona Avenue this fall after a 25-year wait. This was the number one business that the community had been requesting for a long time, and the economic development team has been working hard to fulfill this wish and bring this much-desired business to the community. The announcement has garnered a lot of excitement, and many are looking forward to the store's opening.

MAYOR HARTKE announced the 16th Annual Chandler Family Bike Ride starts at Chandler Park and Ride at 7:30 a.m. The event includes a bike show and a guided 7.4-mile ride along the Paseo Canal starting at 8:30 a.m.

MAYOR HARTKE announced the East Valley Relay for Life at Perry High School, which will bring the Chandler, Gilbert, and Mesa communities together to support cancer survivors, commemorate loved ones lost, and save lives. Join the ceremonies at 3:00 p.m. and 9:00 p.m. for a powerful and meaningful experience.

MAYOR HARTKE announced that Chandler, Arizona, has been ranked the best city in Arizona to live, work, and play in by Ranking Arizona. We are honored to receive this recognition and are

grateful to our city staff, businesses, and, most importantly, our residents, who have contributed to making Chandler a success story. We would also like to recognize Chandler Unified School District, which was named the best school district in Arizona. Strong partnerships and education systems forge a strong city, and this could not be made clearer in Chandler through these accolades.

Council's Announcements

COUNCILMEMBER ENCINAS highlighted DEI and the Neighborhood Resources team for organizing successful events last week honoring Cesar Chavez. The events included a talk by Cesar Chavez's grandson, Andres Chavez, who discussed his grandpa's legacy. Frye and San Marcos Elementary students created art and received over 400 books. Our faith-based community hosted an untold stories breakfast where residents shared their stories of Cesar Chavez. Chandler staff also got a one-on-one visit with Mr. Chavez in our Chambers. Our city hosted a garden restoration event honoring the late activist Mr. Chavez. The event brought our community together and was attended by Chandler High School students, community leaders, and city officials, including the Mayor and Vice Mayor. The Governor presented Mr. Chavez with a state proclamation, and various media outlets covered the event.

COUNCILMEMBER ELLIS announced Teengage on April 6th teens in Chandler can participate in a leadership workshop, training sessions, and political discussions from 9 a.m. to 4 p.m. at the Chandler Innovation Center.

COUNCILMEMBER ELLIS announced the annual Field of Hope event during the Council Study meeting last Monday evening. The event is held in April, which is Child Abuse Prevention Month. The Exchange Club organizes the event to honor the children lost due to child abuse and neglect in Arizona. This Sunday, April 14 at 6 p.m., a candlelight dedication ceremony will mark the start of a week-long tribute for these children. Everyone is invited to attend the dedication and pay their respects.

COUNCILMEMBER ELLIS announced that this weekend is Jazz Appreciation Month in Chandler, with lots of activities happening in the city. The Chandler Jazz Festival is taking place downtown, featuring an impressive talent lineup and 40 hours of live performances. If you cannot make it downtown, we have other events throughout the month, including a young artist showcase and the Jazz on the Move series. Join us and enjoy the music.

VICE MAYOR HARRIS expressed his condolences to the family of John Flowers Jr.

COUNCILMEMBER STEWART shared that over the Easter weekend, his family and he were fortunate enough to attend the Jesus Christ Latter-day Saints celebration along with Mayor Hartke. The celebration included a prayer and was a remarkable show and tribute to Christ's resurrection. He hoped that everyone found time to be with friends and family and enjoy the holiday.

COUNCILMEMBER STEWART shared an accomplishment coming out of the ASU Chandler Endeavor - a young lady in the program developing a sustainable, biodegradable product for feminine hygiene using bamboo. It was a remarkable thing to see her going through mentorship and bringing her ideas to life. The support of Chandler and ASU made this opportunity possible. He expressed his gratitude towards ASU for their support and everything they are doing at Chandler Endeavor.

City Manager's Announcements

MR. WRIGHT thanked Cathy Flores, Chairperson of the Employee Advisory Council, and her team for organizing a successful Ice Cream Social during the recent Employee Appreciation event. We appreciate their efforts.

Adjourn

The meeting was adjourned at 6:26 p.m.

ATTEST: _____
City Clerk

Mayor

Approval Date of Minutes: April 18, 2024

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of Regular Meeting of the City Council of Chandler, Arizona, held on the 4th day of April 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



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

Date: April 18, 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.

Economic Development Advisory Board

Appoint Christopher Dobson
Appoint Raj Chakraborty

Housing and Human Services Commission

Appoint Franklin Dichoza

Human Relations Commission

Appoint Kent Lane

Military and Veterans Affairs Commission

Appoint Jacob Dort
Appoint Lashay Marks

Public Safety Fire Personnel Retirement Board

Appoint Captain Michael Cravener
Appoint Captain Avery Armstrong

Public Safety Police Personnel Retirement Board

Appoint Ariel Werther
Appoint Cassandra Ynclan



City Council Memorandum Cultural Development Memo No. N/A

Date: April 18, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kim Moyers, Cultural Development Director
From: Michelle MacLennan, Cultural Arts Manager
Subject: Agreement No. CD4-918-4725, with AMS Planning & Research Corp., for the Arts Facilities Needs Assessment

Proposed Motion:

Move City Council approve Agreement No. CD4-918-4725, with AMS Planning & Research Corp., for the Arts Facilities Needs Assessment, in the amount of \$122,900.

Background/Discussion:

Chandler Center for the Arts (CCA) opened under joint ownership with the Chandler Unified school District (CUSD) in 1989 when Chandler's population was 89,868. In 2007, a facility review and expansion study initiated by the City of Chandler and the Chandler Cultural Foundation (CCF) determined that due to the CCA's high utilization and demand, expansion was necessary to effectively serve the community. Due to the economic downturn, recommendations for additional performance space, multipurpose space, community media center, classroom and workshop space were deferred and kept as long term goals.

In November 2023, a steering committee comprised of representatives from the City of Chandler, CUSD and the CCF collaborated on the scope of work for an Arts Facilities Need Assessment. The intent of the assessment is to review and update recommendations from the 2007 study and determine options for future performing arts facilities needs. Funding for the assessment will be split equally among the City of Chandler, CUSD and the CCF.

Evaluation:

On January 16, 2024, City staff issued a Request for Proposal No. CD4-918-4725 for the arts facilities needs assessment. Notification was sent to all registered vendors. Five proposals were received from the following offerors:
AMS Planning & Research Corp.
Arts Consulting Group, Inc.
Julia Kim Dixon, M. Arthur Gensler, Jr. & Associates, Inc.
TheatreDNA, L.L.C.
Webb Management Services, Inc., dba Webb Mgmt.

The Evaluation Committee reviewed the five proposals and recommended AMS Planning & Research Corp., which received the highest score in accordance with the evaluation criteria.

Fiscal Impact				
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1100.5219	General Fund	N/A	\$122,900	N

Attachments

Agreement



City Clerk Document No. _____

City Council Meeting Date: April 18, 2024

**CITY OF CHANDLER SERVICES AGREEMENT
ARTS FACILITIES NEEDS ASSESSMENT
CITY OF CHANDLER AGREEMENT NO. CD4-918-4725**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and AMS Planning & Research Corp., a Connecticut corporation (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 an arts facilities needs assessment as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.
- B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.
- C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

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

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:

Agreement means the legal agreement executed between the City and the Contractor

City means the City of Chandler, Arizona

Contractor means the individual, partnership, or corporation named in the Agreement

Days means calendar days

May, Should means something that is not mandatory but permissible

Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services

furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

Following execution of this Agreement by City, the Contractor will immediately commence work and will complete all services described within 240 days from the date the Contractor is notified to proceed. The City and the Contractor may mutually agree to extend the Agreement for up to six months.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed \$122,900. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

4.2 Applicable Taxes. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

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

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the 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 (Indemnatee) 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 Indemnatee from and against any and all Claims, except those arising solely from Indemnatee'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 Indemnatee 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

Name: Christina Pryor
Title: Procurement and Supply Senior Manager
Address: 175 S. Arizona Ave., 3rd Floor
Chandler, AZ 85225
Phone: 480-782-2403
Email: christina.pryor@chandleraz.gov

For the Contractor

Name: Bill Blake
Title: Director
Address: 107 John Street
Southport, CT 06890
Phone: 203-256-5219
Email: BBlake@ams-online.com

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

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

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

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

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

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

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

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

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

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

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a

material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

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

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

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

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

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

services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.26 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.27 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data

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

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

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

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

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

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

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

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

5.35 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

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

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

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

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

- Exhibit A - Project Description/Scope of Services
- Exhibit B - Compensation and Fees
- Exhibit C - Insurance Requirements
- Exhibit D - Special Conditions

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

5.41 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their

employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

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

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

5.44 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.

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

FOR THE CONTRACTOR

By: Steven A. Wolf

Its: Principal

APPROVED AS TO FORM:

By: _____

City Attorney

JNB

ATTEST:

By: _____

City Clerk

EXHIBIT A

SCOPE OF SERVICES

Phase 1: Situation Analysis

In this initial phase of work, the Situation Analysis, the Contractor team will assess the current operations of the Chandler Center, analyze market conditions, and gather key insights and data from the community about the future of the Center, its specific programs and usages, and the needs and aims of arts and culture in Chandler writ-large.

The appointed Working Group, comprised of members representing the City, the District, and the Chandler Cultural Foundation will provide overall guidance and advice to the consulting team, assist in organizing stakeholders, aid in the distribution of surveys, provide feedback on deliverables, and periodically review progress of the scope of work. The team will meet with the working group multiple times throughout the course of the process, planned for three times per phase, both in-person and via video conference. The Contractor anticipates more frequent interaction with Chandler Center leadership who, will be managing the project for the Working Group.

Being sensitive to time, this first phase of research is designed to conclude within four month (assuming relative ease in scheduling meetings, expedient review and transfer of materials, and timely response to surveys), concluding with a workshop to review research and set future direction and vision. Following the end-of-phase workshop, the Working Group could elect to share findings from the Situation Analysis phase and solicit initial feedback from City, District, and Foundation leadership.

1. Kick-Off Meeting

A kick-off meeting will be held with the project Working Group to discuss and verify the work plan and timeline and discuss issues and ideas regarding the Chandler Center and its future role in the community. The Contractor will work interactively to develop a preliminary understanding of the vision, purpose, and objectives for the Center and explore the Group's insights as to the potential for developing new spaces that meet the needs of stakeholders.

2. Background and Operational Review

The consulting team will seek to review existing background documentation, including any previous studies related to the building, City and Cultural Foundation cultural, strategic, and economic development plans, including the 2019 marketing plan, the 2022 Voices of Chandler LIVE discussion, Americans for the Arts economic impact data (AEP6), and other reports and planning documents pertinent to the study effort to gain an understanding of the overarching issues and status of arts and cultural activity within Chandler. The Contractor will develop a memo outlining the types of materials we will be seeking for review and analysis to guide this initial, start-up task.

The Contractor will also assess recent operational performance of the Center to establish a baseline understanding and analysis of what has been working, and what has not. The Contractor will conduct assessments of the following operational aspects through a review of documentation, budgets, audits, and financial reports, but also through interviews with key staff members and other stakeholders. Interviews will also provide insights into facility needs observed by Center staff.

The review will provide the Contractor and project leadership with an operational baseline from which to model future scenarios later in the planning process as well as aid in benchmarking Chandler Center for the Arts against comparable performing arts centers.

Governance & Joint Powers Agreement

Understand current governance structures, roles and responsibilities of three parties involved in the Chandler Center, their history, expectations, and current engagement levels.

Programming

Document both current and projected range, extent, and nature of Foundation and other programming and activity at the Center. This information will provide a basis for assessing the impact of potential changes in the organization's activity and/or structure.

Audiences

Review data and reports on attendance, participants, donors, etc. Reports may be generated from the Center's own patron management software and/or be sourced from other internal data resources, consultant reports or other sources.

Staffing

Review staffing (including tech crew staffing) and organizational (including union agreements, as applicable) by business/programming unit and function to gain understanding of the Center's management structure, culture, and evolution.

Finances

Summarize the composition, contribution, distribution, and variation of the financial results of each key line of business to prepare to evaluate the impact of alternate scenarios on the organization's bottom line. The Contractor will also review budget forecasts, financial scenario plans, and any other relevant financial plans and assessments available.

Facilities

Gain an understanding of current and forecasted utilization of the existing facilities and how use might be impacted by program evolution and new operating goals. Additionally, the subcontractor Shalleck Collaborative review documentation on existing conditions of the Chandler Center and identify site and expansion and/or renovation potential.

3. Stakeholder Engagement

Personal interviews often provide key insights into market conditions, potential partnerships, project funding, and programming opportunities. This qualitative information-gathering is critical to determining future scenarios and, ultimately, the business plan and design of the project.

The Contractor will conduct individual and small group interviews (up to 24) with leadership from the City, Chandler Unified School District, and the Foundation, as well as leadership from current user groups, prospective facility users, area businesses, and others identified by the working group to understand avenues for maximizing spaces, amenities, and programming potential. Individuals unavailable for in-person interviews, due to scheduling, or other issues, will be interviewed by phone or video meeting.

An interview protocol will be developed with the focus on gaining insight into the Center's priorities, needs and opportunities for expanded facilities.

4. 360° Market Conditions Scan

In this 360° evaluation, economic, social, political, city growth, and population data will be gathered and synthesized to illustrate the total environment in which the Center operates its programs and facility. The research will document the organization's potential audiences, supporters, and beneficiaries. This set of data will then be compared with a select number of similar markets across the U.S, defined by size, cultural landscape, and other characteristics, as appropriate.

5. Competitive Assessment

The Contractor will conduct an evaluation of regional performing arts and live entertainment facilities and program assets summarizing characteristics, activities, admission, and facility rental pricing structures, ownership and operating constructs, audience information, and other relevant data (as available). Venues will include civic, academic, non-profit, and commercial and casino owners and operators. This analysis of facility and programming supply will identify gaps in the market and opportunities for the Center to effectively compete and/or collaborate with regional providers of performing arts and live entertainment and event product.

6. User & Content Providers Needs Assessment

The Contractor will develop an online survey to understand the needs of prospective facility users in the market area, current Center users, the Foundation's own programs and staff, and departments and programs of the Chandler Unified School District. These quantitative assessments will provide critical data for determining the strength of the case for an expanded facility and confirm types of spaces needed, sizes of spaces, seating capacities, approximate locations, and other characteristics. It will also allow new prospective users to indicate their interest in, and need for, new facilities.

We will seek assistance from the Working Group and other stakeholders at the City and District to circulate the survey amongst potential Chandler Center users as broadly as possible to ensure a high level of participation.

Survey respondents who indicate a high level of forecasted utilization will be subsequently interviewed to develop deeper understanding their needs and explore opportunities, roles, partnership potential, etc.

7. Community Survey

The Contractor will conduct a web-based survey of Chandler residents. Depending on City and Cultural Foundation protocol, distribution may include all residents or known and likely arts participants through distribution via City of Chandler's listserv, website, and social media, as well as through the Center's donor/patron database, website, and social media and with signage including linked QR codes at each facility.

The survey will provide insight into which demographic segments are participating in Center activities, where else residents seek arts and entertainment events outside of Chandler, and explore research questions to understand current arts participation, perceptions of existing amenities, demand for additional arts and cultural assets in Chandler, as well as drivers and

barriers to attendance.

The Contractor will conduct a detailed analysis of the survey results and prepare a report with summary points and supporting data visualization.

Distribution of the survey will be the responsibility of the City, Foundation, and District with support from the Contractor. The Working Group will be asked to identify who should receive an invitation and how to reach desired populations.

8. Presentation of Findings & Workshop

To complete the Situation Analysis the Contractor will facilitate a workshop to present data found during Phase 1 and explore user needs, gaps in the market, challenges, and opportunities for expanding user and audience amenities.

Together with the Working Group, the Contractor will begin to develop high level, directional scenarios anchored by a shared vision and definition of success for the operations and programming for potentially new and expanded facilities.

At this point in the process, the Contractor will support the Working Group to share the Situation Analysis with City, District, and Foundation leadership if desired.

Deliverable: A PDF copy of presentation materials and appendices compiling all collected data will be provided as a Phase 1 deliverable.

Phase 2: Facility Visioning & Planning

The second phase of the study will build on the first phase's research and findings and focus on determining what activities and amenities a potential expansion should accommodate. The Contractor will research trends in similar facility types and best practice exemplars to develop several scenarios to achieving success. Upon evaluating these scenarios, the Working Group will determine a preferred option. The Contractor will then generate a detailed facility development concept describing major spaces and amenities, and outline opportunities, costs, and constraints for expanding Chandler Center facilities and programs.

1. Exemplar Research & Site Visits

The Contractor will identify and arrange site visits to up to four comparable multi-purpose facilities that have successfully expanded their venues to accommodate their respective communities for comparative analysis. The venues will be selected with input from the subcontractor Shalleck Collaborative and the Working Group. Site visits will prioritize facilities within driving distance of Chandler, with potential for out-of- state travel, but within the western U.S.

The Contractor will analyze factors including facility type and configuration, programming and utilization, operating structure and finances, markets served, community partnerships, and other opportunities and discuss lessons learned with the leaders and managers met with. This input will directly inform the development of a preferred operating and facility scenario and pro forma financial estimates later in the study.

2. Activity Forecast

Based on Phase 1 input from prospective facility users and stakeholders, the Contractor will

develop an initial forecast of activity typologies and utilization mix, and potential schedule that accommodates existing and new activity at the Center. The Contractor will estimate the number of programs, events, and other activities including City, School District, Foundation activities, and third-party renters through a mocked-up annual calendar to reflect daily, weekly, and seasonal variations in use. This activity profile will inform the development of a building program and will be further refined during the operating projection task.

3. Facility Development Scenario(S)

Based on the activity profile, the subcontractor Shalleck Collaborative will develop a conceptual spatial program describes the major spaces, optimal seating capacity and configuration options, amenities, and necessary features including parking, access to roadways and transit, and the necessary size and condition of ideal development sites.

A narrative and diagrammatic description of optimal spaces and features will be developed. Once outlined, the consulting team will develop multiple scenarios to meet the needs identified in Phase 1. At this time, likely within five-months, the Working Group could decide to share the scenarios with City Council, school district officials, and the community with the support of the consulting team.

4. Site Evaluations

The Contractor and the subcontractor Shalleck Collaborative will develop high-level analysis of various sites for new and/or expanded facilities. The evaluation will consider criteria such as vehicular and pedestrian access, adjacent amenities, ability for the site to accommodate the proposed facility (size and configuration), height and other planning constraints, and other factors identified by stakeholder input and the Working Group. The Contractor anticipates evaluating three sites up to a maximum of five. The team will review any available studies, report, and assessments of the property(ies) being considered.

5. Facility Vision Workshop

The Contractor and subcontractor Shalleck Collaborative will describe the order of magnitude size, seating capacity, and major usable spaces of an expanded facility scenario that meets community needs and the definition of success. The Contractor will present scenarios for consideration and together select a singular, optimal scenario as the focus of further planning.

Once the vision for the expansion and any new facilities have been established, the consulting team and Working Group will have the input needed to focus and hone the cost estimate of development, forecast future operations, and consider the various impacts on the community and its arts and cultural ecosystem.

6. Capital Cost Estimate

Subcontractor Mark Taylor, Inc., with support from the Contractor and subcontractor Shalleck Collaborative, will provide an order of magnitude range of expected project costs based on Arizona construction market knowledge and similar facilities that have been recently bid or constructed in North America. Consideration of phasing and multiple scenarios will be made. The optimal scenario will be refined and form the basis of the capital cost forecast and inform the assessment of the viability of the development and its impact on future operation.

7. Governance & Management Recommendations

The Contractor will recommend an appropriate governance, staffing, and operating

structure for the expanded venue based on the definition of success, project goals, best practice findings, capacity of key players, and likelihood of collaboration and partnerships. The Contractor will consider a range of organizational structures including the continuation of the Joint Powers Agreement, as well as other public, private, and partnership models between resident non-profit organizations, creative businesses, the Cultural Foundation, and other entities.

8. Operating Projections

Working iteratively with project leadership, the Contractor will prepare a pro forma operating model for the facility for a normal year of operations, typically the third year following a facility's opening.

The Contractor will collaborate with Center leaders and managers to develop a dynamic financial model that will enable analysis of income and expenses using differing assumptions capacity, attendance, utilization, management structure, building format, rental fees and other variables.

The pro forma will include projected income and expenses. It incorporates income from operations (i.e., program fees, ticket sales, rentals, leases, concessions, and commissions) and operating costs such as salaries and wages, payroll costs, advertising and marketing, administration and overhead, utilities, maintenance and repairs, production costs, and fundraising costs. A net gain/loss assessment will show the degree to which a subsidy will be required and the likely amount to be subsidized.

This financial forecasting tool will be developed as a "living model" that can be updated as assumptions change and are refined throughout facility expansion design, construction, and pre-opening phases.

9. Socializing the Plan

In a final on-site workshop, the Contractor will present the findings of the study to the Working Group. As a group, we will discuss risks and opportunities for the proposed project, solicit feedback from the leadership team, and identify next steps before finalizing the plan and executive summary. The Contractor will also present a summarized presentation of the plan to the City Council and School District leadership on the same site-visit, if requested to do so by the Working Group.

To conclude the study's work, the Contractor will submit a final, executive summary report with relevant appendices, including the financial model.

Project Timeline

The Contractor anticipates completing both phases of work period. The schedule is dependent upon the timely scheduling of key meetings and presentations and receipt of background and other materials from the client, and other project participants.

By the end of Phase 1, estimated to be within a three-and-a-half-month period, the team and Working Group will establish the direction and vision for possible new and expanded facilities. A determination regarding continuation of the scope of work will also be made at this time. Within approximately five months the team will have developed more detailed

facility scenarios that could be shared with City Council, school district officials, and the community.

The consulting team anticipates making up to five site visits over the course of this scope of work, including the tour of comparable facilities. Bill Blake, project director, will attend all site visits and key meetings.

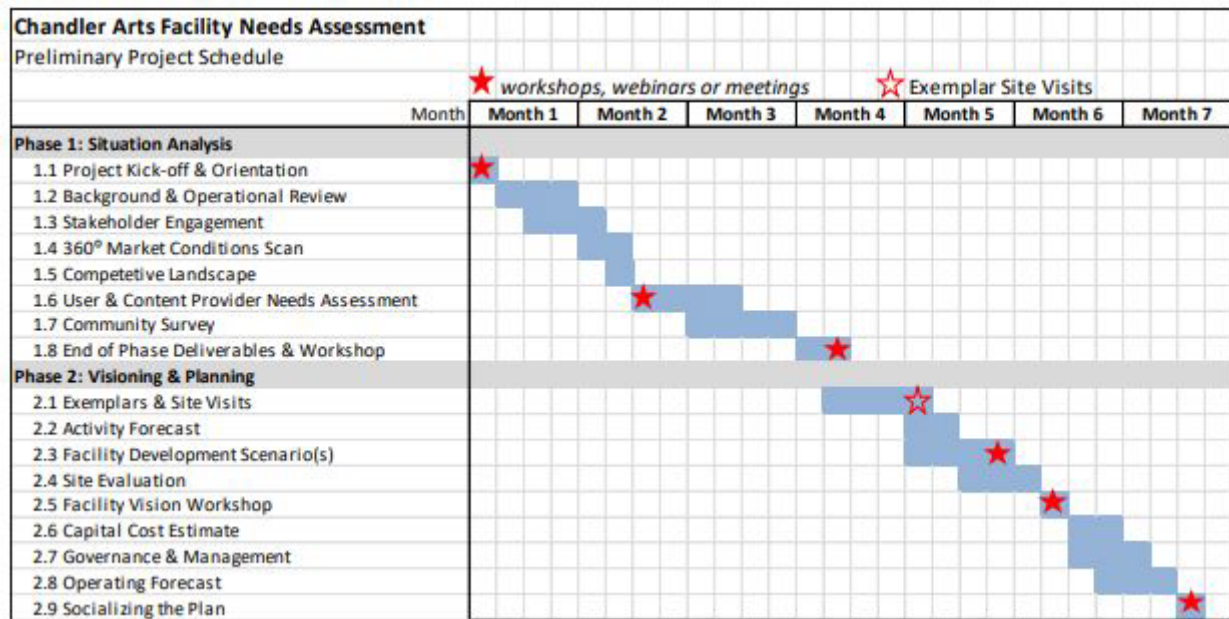


EXHIBIT B COMPENSATION AND FEES

Fees are firm, fixed, and all-inclusive for each Phase of the Scope of Services.

Phase	Fee
Phase 1: Research phase to determine community and stakeholder needs	\$47,000.00
Phase 2: Planning/forecasting phase to explore scenarios and options	\$75,900.00
Project Total	\$122,900.00

Hourly rates for consultant and sub-consultant personnel below to be the basis for pricing should the city require related services in addition to those of the Scope of Work.

Staff Role	Hourly Fee
AMS Project Director	\$280
AMS Analyst	\$150
Theatre Consultant	\$280
Cost Consultant	\$208

EXHIBIT C INSURANCE

INSURANCE

General.

- A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

- A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized

to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

- B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

Additional Policy Provisions Required.

- A. *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
1. The Contractor's insurance must contain broad form contractual liability coverage.
 2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.
 3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.
 5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.
 6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the

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

EXHIBIT D
SPECIAL CONDITIONS

NONE



City Council Memorandum Development Services Memo No. 24-012

Date: April 18, 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: PLH23-0055 Irgens Ascend
Introduction and Tentative Adoption of Ordinance No. 5091

Request: Amend existing Planned Area Development (PAD) zoning to allow showroom uses.

Preliminary Development Plan (PDP) approval for an industrial building and a showroom building

Location: Generally located at the northwest corner of Germann and Cooper roads.

Applicant: Garry Hays, The Law Offices of Garry D. Hays, PC

Proposed Motion:

Rezoning

Move City Council introduce and tentatively adopt Ordinance No. 5091 approving PLH23-0055 Irgens Ascend, amending the existing Planned Area Development (PAD) zoning to allow showroom uses, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Development Plan

Move City Council approve Preliminary Development Plan PLH23-0055 Irgens Ascend for site layout and building architecture for an industrial building and a showroom building, subject to the conditions as recommended by Planning and Zoning Commission.

Background Data:

- Proposed development is Phase I of two planned phases of the subject 20.5-acre site.
- Phase I includes the development of 13.4 acres, designated as Building A on Lot 1 and Building D on Lot 5.
- Phase I also provides an improved driveway connection from Building A and Building D to Cooper Road to the east.
- Phase II will be developed under a separate PDP request and is expected to include development of 7.1 acres designated as Lots 2, 3 and 5 that front onto Cooper Road.
- Property is currently zoned PAD under DVR04-0037 Chandler Airport Center. Current allowable uses include Commercial Midrise (office and light industrial), Commercial Freeway (restaurant, gas, retail) and Commercial Hotel / Retail-Midrise (hotels, commercial uses, restaurants, office).
- Request includes amending the Planned Area Development (PAD) zoning to allow showroom uses on the subject site.

Surrounding Land Use Data:

North	Existing commercial / office / business park buildings, then Northrop Boulevard, then a commercial building	South	Germann Road, then a vacant parcel zoned PAD for Business Park uses and an existing industrial building
East	Cooper Road, then an existing 4-story hotel and a future 4-story hotel	West	Existing commercial / office / business park buildings

General Plan and Area Plan Designations:

Plans	Existing	Proposed
General Plan	Employment within the Chandler Airpark growth area	No change
Chandler Airpark Area Plan (CAAP)	Innovation District	No change

Proposed Development

Location	Northwest corner of Cooper Road and Germann Road
Subject Site	Phase I: West side of site - Lots 1 and 5 (13.4 acres) Phase II: East side of site - Lots 2, 3 and 4 (7.1 acres) Combined total acreage: 20.5 total acres

Building Square Footage	Phase I: Two buildings totaling 184,497 sq. ft. Phase II: To be determined through a separate PDP application
Max Building Height	47 ft. (allowable due to existing Mid-Rise Overlay)
Building Setbacks	<p>Building A front at Northrop Boulevard: 30 ft. required, approximately 164 ft. provided</p> <p>Building D front at Germann Road: 50 ft. required, approximately 95 ft. provided</p> <p>Building sides (at interior property lines / non-streets): 20 ft. required, 20 ft. minimum provided</p> <p>Building rears: Building A: 20 ft. required, approximately 108 ft. provided Building D: 20 ft. required, approximately 75 ft. provided</p>
Site Access	<p>Building A: Primary - new driveway off Northrop Blvd. (north) Secondary - new driveway off Cooper Rd. (east) Additional - new & existing driveways off Germann Rd. (south)</p> <p>Building D: Primary - one new & one existing driveway off Germann Rd. (south) Secondary - new driveway off Cooper Rd. (east) Additional - new driveway off Northrop Blvd. (north)</p>
Proposed Materials	<p>Painted concrete with a linear texture or exposed aggregate finish</p> <p>Metal wrapped or painted horizontal beam elements</p> <p>Architectural storefront and glazing</p> <p>Stone veneer accent panels</p> <p>Painted scored- and split-face concrete masonry units</p> <p>Materials are similar to the existing building to the west of the site</p> <p>Neutral light gray colors complement existing building to the west</p>
Parking Spaces Required	<p>2.0 spaces per 1,000 sq. ft. minimum</p> <p>152 parking spaces required at Building A</p> <p>217 parking spaces required at Building D</p>

Parking Spaces Provided	155 parking spaces provided at Building A 2.05 spaces / 1000 sq. ft. 217 parking spaces provided at Building D 2 spaces / 1000 sq. ft.
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Review and Recommendation

The proposed site is located north of the Airport and is designated as Innovation District within the Chandler Airport Area Plan.

Two proposed buildings, designated on the site plan as Building A and Building D, represent Phase I of two planned phases for the subject site, comprised of approximately 13 acres of the total 21 acre site. The proposed architecture and materials of Phase I are in alignment with the existing business park building to the immediate west of the site. Phase II will be developed at a later time under a separate PDP application and will be required to utilize similar architecture and materials.

In order to provide some screening of the rear of the buildings and dock doors, the buildings have been oriented with their rear elevations facing each other. Per the larger Chandler Airport Center requirements, the truck maneuvering areas will be required to be screened with 8 foot tall walls and gates and the applicant will be required to work with staff on these items. The proposed Phase I provides a driveway connection to Cooper Road.

The end user for Building D is unknown at this time. Therefore, the developer is providing approximately 2 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 Strategic 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. The proposed parking spaces allow for approximately 30% of buildings to be used as ancillary office.

Likewise, parking for Building A has been provided at a rate of 2.05 parking spaces per 1,000 square feet. Staff is in support of this approach, as it is consistent with the parking provided at Building D. In addition, the applicant has provided parking study information for the proposed tenant of Building A, which further demonstrates the amount of parking provided as being more than adequate.

Planning staff supports the request as it aligns and is consistent with the CAAP

land designation and design guidelines. Further, the addition of square footage for flex industrial and showroom uses 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 notice was sent in lieu of a neighborhood meeting due to lack of adjacent single-family residential properties.
- Neighborhood notice was posted on social media via NextDoor.
- As of the writing of this memo, Planning staff is not aware of any opposition to the request.

Airport Commission Conflict Evaluation

Airport Commission meeting February 14, 2024

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 the proposed development does not constitute a conflict with existing or planned airport operations. 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 March 20, 2024

Motion to Approve

In Favor: 4 Opposed: 0 Absent: 3 (Velasquez, Lopez and Golla)

Recommended Conditions of Approval

Rezoning

Planning and Zoning Commission recommends the City Council approve the requested PAD amendment, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Irgens Ascend" and kept on file in the City of Chandler Planning Division, in File No. PLH23-0055, 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. Showroom uses shall be allowed on the property.
3. DVR04-0037 narrative shall be amended as follows: under 'Proposed Uses, Commerce Midrise', on page 3 of the narrative, the fourth paragraph should read:
"Showroom uses are proposed to provide the region with bulk related uses, such as tile, flooring, paint or furniture. These uses will support both the residential base as well as the business uses around the airport."
4. Compliance with original conditions adopted by the City Council in Ordinance No. 3673 in case DVR04-0037 and Ordinance No. 4184 in case DVR09-0023, except as modified by condition herein.
5. Phase II properties along Cooper Road will require separate PDP approval.

Preliminary Development Plan

Planning and Zoning Commission recommends the City Council approve the Preliminary Development Plan, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Irgens Ascend" and kept on file in the City of Chandler Planning Division, in File No. PLH23-0055, 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.
10. Fifty percent of the trees planted along the arterial streets shall be a minimum of 36-inch box and be a minimum of 12-feet in height at the time of planting.
11. Chandler Airport Center requires all parking to be fully screened from view by 3 foot high screen walls that match existing screen walls. Applicant shall work with staff to meet this requirement.
12. Chandler Airport Center requires all truck areas to be fully screened from the interior street view with solid gates at drives or wing walls that are a minimum of 8' high. The applicant shall work with staff on a design to meet this requirement.
13. Chandler Airport Center requires use of Ash trees in the landscape palette and along Northrop Boulevard and Germann Road at 40' on center to maintain the landscape theme and character of Chandler Airport Center. Applicant shall work with staff to meet this requirement.
14. Chandler Airport Center requires shallow retention basins along street frontage. Applicant to work with staff to adjust retention along Germann Road to meet this requirement.
15. Floor and Décor entry shall utilize glazing only around their entry doors with no use of solid panels; glazing shall match the glazing used at the flex industrial building and at the existing building to the east.

16. Parking space sizes shall meet City of Chandler requirements of 9 foot widths.
17. Provide landscape islands at parking row adjacent to Northrop Boulevard not exceed 1 planter per 10 spaces.
18. Adjust west-most parking along west side of flex industrial building to achieve 26' wide fire access lane.

Attachments

Ordinance 5091

Vicinity Maps

Development Booklet

Airport Conflicts Evaluation

Irgens Ascend CAAP Map

Chandler Airport Center Land Use Map

Amended DVR04-0037

Ordinance No. 3673

Ordinance No. 4184

ORDINANCE NO. 5091

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY AMENDING EXISTING PLANNED AREA DEVELOPMENT (PAD) ZONING TO ALLOW SHOWROOM USES IN CASE PLH23-0055 (IRGENS ASCEND), LOCATED AT THE NORTHWEST CORNER OF GERMANN ROAD AND COOPER 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'

The PAD zoning on said parcels is hereby amended as follows:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Irgens Ascend" and kept on file in the City of Chandler Planning Division, in File No. PLH23-0055, 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. Showroom uses shall be allowed on the property.

3. DVR04-0037 narrative shall be amended as follows: under 'Proposed Uses, Commerce Midrise', on page 3 of the narrative, the fourth paragraph should read:

Showroom uses are proposed to provide the region with bulk related uses, such as tile, flooring, paint or furniture. These uses will support both the residential base as well as the business uses around the airport.

4. Compliance with original conditions adopted by the City Council in Ordinance No. 3673 in case DVR04-0037 and Ordinance No. 4184 in case DVR09-0023, except as modified by condition herein.

5. Phase II properties along Cooper Road will require separate PDP approval.

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. 5091 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

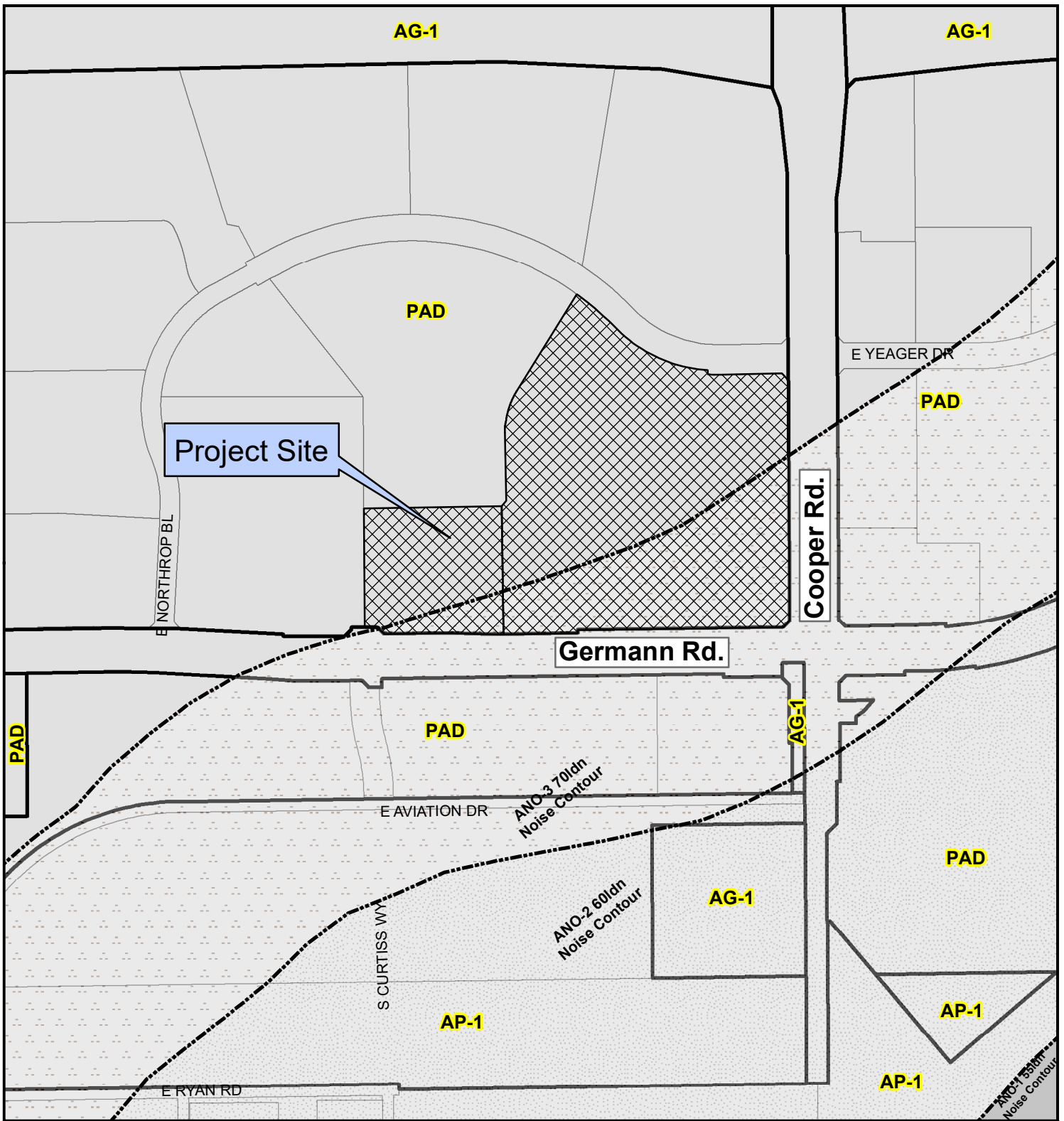
APPROVED AS TO FORM:

CITY ATTORNEY TA

Published:

Legal Description

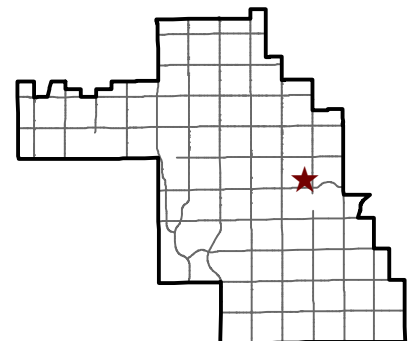
LOTS 1 AND 3, OF IRGENS CHANDLER AIRPORT CENTER - PHASE 3, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1414 OF MAPS, PAGE 1



PLH23-0055 Irgens Ascend



Proposed Project Details
Request for Rezone/PDP
20.5 acres



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



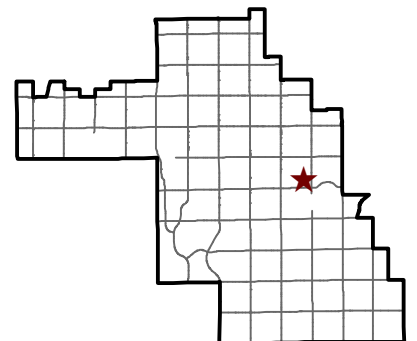
PLH23-0055 Irgens Ascend



Proposed Project Details
Request for Rezone/PDP
20.5 acres



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IRGENS ASCEND MASTER SITE PLAN PDP SUBMITTAL
Lots #1 and #5; FLOOR & DECOR DEVELOPMENT



CHANDLER ARIZONA
JANUARY 19TH, 2024

CHANDLER PROJECT #: PLH23-0055

PDP BOOKLET INDEX:

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Introduction

Irgens, a nationally renowned developer, is pleased to submit this Planned Area Development (“PAD”) and Preliminary Development Plan (“PDP”) amendment for Ascend (the “Project”), a mixed use development in the Chandler Airpark area. The Project is located at the northwest corner of Cooper and Germann. This proposal is to allow for the development of a showroom type building and a flex/light industrial building.

Development Requests

- Amend the approved PAD to allow for showroom uses west of Cooper Rd.
- Amend the approved PDP to allow for the development of the site in accordance with the attached site plan(s).

Background

Ascend is a 21 acre mixed use development at the northwest corner of Cooper and Germann, within the Chandler Airport Center (CAC). The CAC PAD, approved in 1999, provides for a mixed use Business Park, including Freeway Commercial, Retail, Restaurants (including drive thru) Hotel, Showroom, Office and Light industrial. Amendments have also added Mid-rise Overlay and Assembly uses. The original PDP for the Project was approved in June 2014.

In 2016, Irgens completed their first Flex Building that is still a vibrant part of the Park. This development request seeks to augment that initial development with Light Industrial and Showroom space.

Existing Site Conditions and Relationship to Surrounding Properties

The Project is currently a mix of raw desert and irrigated farmland. As mentioned above, the Project is a part of the CAC, a mixed use development. The properties to the west, east and north are also a part of the CAC. Immediately to the north of the Project is the under construction Andretti Racing facility, immediately to the west is Irgens Building C and several light industrial buildings, immediately to the east is a limited service hotel and raw land and to the south are several light industrial properties.

Conformance with General Plan and Area Plan

The proposed PAD and PDP are in conformance with the 2016 General Plan and the Chandler Airpark Area Plan as approved in 1998 and amended in 2021.

Planned Area Development

The Current PAD for the CAC allows for all of the uses proposed in this submittal in their proposed locations with one minor exception. Under the commercial midrise section of the PDP, there is a paragraph that specifically calls out showroom uses and specifically discusses the exact type of use Irgens is proposing. However, this paragraph limits the showroom use to certain areas of the CAC. The current paragraph reads:

Showroom uses are proposed along the north side of Germann, east of Cooper, to provide the region with bulk related uses, such as tile, flooring, paint or furniture. These uses will support both the residential base as well as the business uses around the airport. Showroom developments shall not dominate the Germann frontage and shall be limited to a maximum of 50% of the Germann frontage between Cooper and the east boundary of the Project.

Irgens requests an amendment to the language that would be as follows:

Showroom uses are proposed ~~along the north side of Germann, east of Cooper,~~ to provide the region with bulk related uses, such as tile, flooring, paint or furniture. These uses will support both the residential base as well as the business uses around the airport. ~~Showroom developments shall not dominate the Germann frontage and shall be limited to a maximum of 50% of the Germann frontage between Cooper and the east boundary of the Project.~~

If approved, the language would read in final form as:

Showroom uses are proposed to provide the region with bulk related uses, such as tile, flooring, paint or furniture. These uses will support both the residential base as well as the business uses around the airport.

The original PAD concept is correct that this is a great location to provide the region with bulk related uses. However, the area specifically called out in the PAD for those uses has subsequently been developed and those uses are not located there. The PDP that is proposed with this application requests a building that will be used for tile and flooring as was contemplated 24 years ago. The minor change to the PAD will allow for the original intent of the PAD to be realized.



Preliminary Development Plan

Introduction

The original PDP for this project was approved in June 2014. The PDP established the development standards and design guidelines for the Project. The amended PDP will update those developments standards and design guidelines in accordance with the attached exhibits. The amended PDP will allow for the showroom building and a light industrial building.

Site Plan

The amended site plan is designed in a way to maximize the remaining land to its highest and best use. Building A is a showroom building of 75,779 sq ft, 35'-2" feet in height and depicted on the plan with 141 parking spaces dedicated to it. Building D is a one story 108,718 sq ft flex building, 47 feet in height with 217 parking spaces.

Phasing the development will begin with Site A (Lot #1) and Site D (Lot#5). The Freeway Commercial (Lots #2, #3 and #4) will be part of a separate PDP process.

Development Standards

All development standards in the underlying zoning district of the CAC shall apply to this Project, except as provided herein. In the event of a conflict between the PAD/PDP and the zoning code, the PAD/PDP shall prevail.

Proposed Height

Building A will be 35'-2" feet to the top of parapet at its highest point. Building D will be 47 feet to the top of parapet at its highest point.

Narrative continues on page 4.

Setbacks

The following building and parking setbacks will be in effect for this Project:

	<u>Cooper & Germann</u>	<u>Interior Collector St.</u>	<u>Property Line Non-Street *2</u>	<u>Freeway</u>
Building Front	50'	30'	N/A	50'
Building Side	50'	30'	20'	50'
Building Rear	50'	30'	20'	50'
Parking	50' -*1 20' -*1	30' -*1	10'	10'
Parking Screen Wall	50' -*1,2 20' -*1,2	30' -*1	0'	0'

*1. Parking along streets shall be setback a minimum of 20 feet, except at street intersections, the setback shall be 50 or 30 feet for distances set forth in the City Ordinance.

*2. Parking shall be a minimum of 3' from parking lot curb to screen wall.

Parking

As described above and on the enclosed site plan, the Project will conform to the standards set out in the Chandler Parking Ordinance in effect as of November 1, 2012 and the standards set out in this PAD/PDP. In the event of a conflicts between the two, the PAD/PDP will prevail.

Site Plan Parking:

Building A.....155 stalls (2/1000)
Building D.....217 stalls (2/1000)

Architectural Character and Style

The Designs for each use provide ties to the initial development thru colors, forms or massing similarities. It is the intent of this request to maintain aesthetic continuity to embrace the Ascend Master Development as a cohesive visual continuity while respecting individual development identities.

Colors and Materials

As depicted on the attached material boards with this submittal, the intent is to ensure the Project looks cohesive to the buildings within the boundaries of the Project as well as the entirety of the CAC.



Vehicular and Pedestrian Circulation

There are three entrances to the Project with a full motion entrance off of Germann on the eastern edge of Building D, and RIRO off of Germann at the western edge of Building D and a full motion off of Northrup. Traffic will be facilitated by an internal spline private drive that will service all developments internally and give access to Northrop Road's signal intersection at Cooper Road, making traffic flow control a positive for the City's roadways as well as for this Development. The site is designed with ADA compliant interior pathways that allow pedestrians to access Buildings A & D from the street right of way. Attached with this submittal is a parking and trip generation study for Building A.

Landscaping

Landscaping will augment the CAC perimeter landscape palette as well as continue the Ascend Building C lush desert landscaping. All parcels will be required to maintain this theme as they develop.

Lighting

Lighting will be provided in accordance with the Ordinances of the City of Chandler and will be done in a manner to enhance the safety, convenience, and aesthetics of the Project.

Signage

Signage will be based on the original CAC Sign Package and shall be submitted per individual development for approval.

Engineering/Utilities

Included in this submittal is a preliminary grading and drainage plan that shows how the Project will meet the code requirements. The Project will be served by Salt River Project for electric and the City of Chandler for water and sewer. Offsites will consist of required improvements such as a median break in Germann, Driveways and updating ADA sidewalk ramps as required. As most offsite infrastructure is existing, only minor improvements processing is seen to be required.

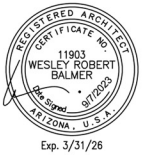
Summary

Irgens is proud to submit this project to the City. This Project has been in the Irgens portfolio for several years and they are excited about the next phase of this property.

AERIAL MAP:



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E-MAIL: ADMIN@BAG-INC.COM



ASCEND CHANDLER - CAZ PDP
1811 E. NORTHROP BLVD., CHANDLER, ARIZONA 85286

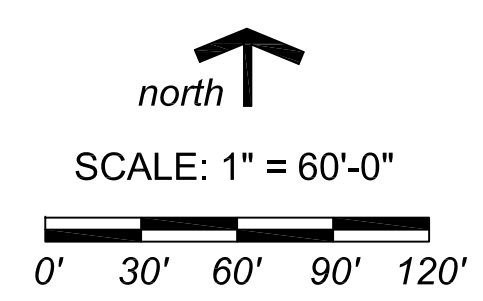
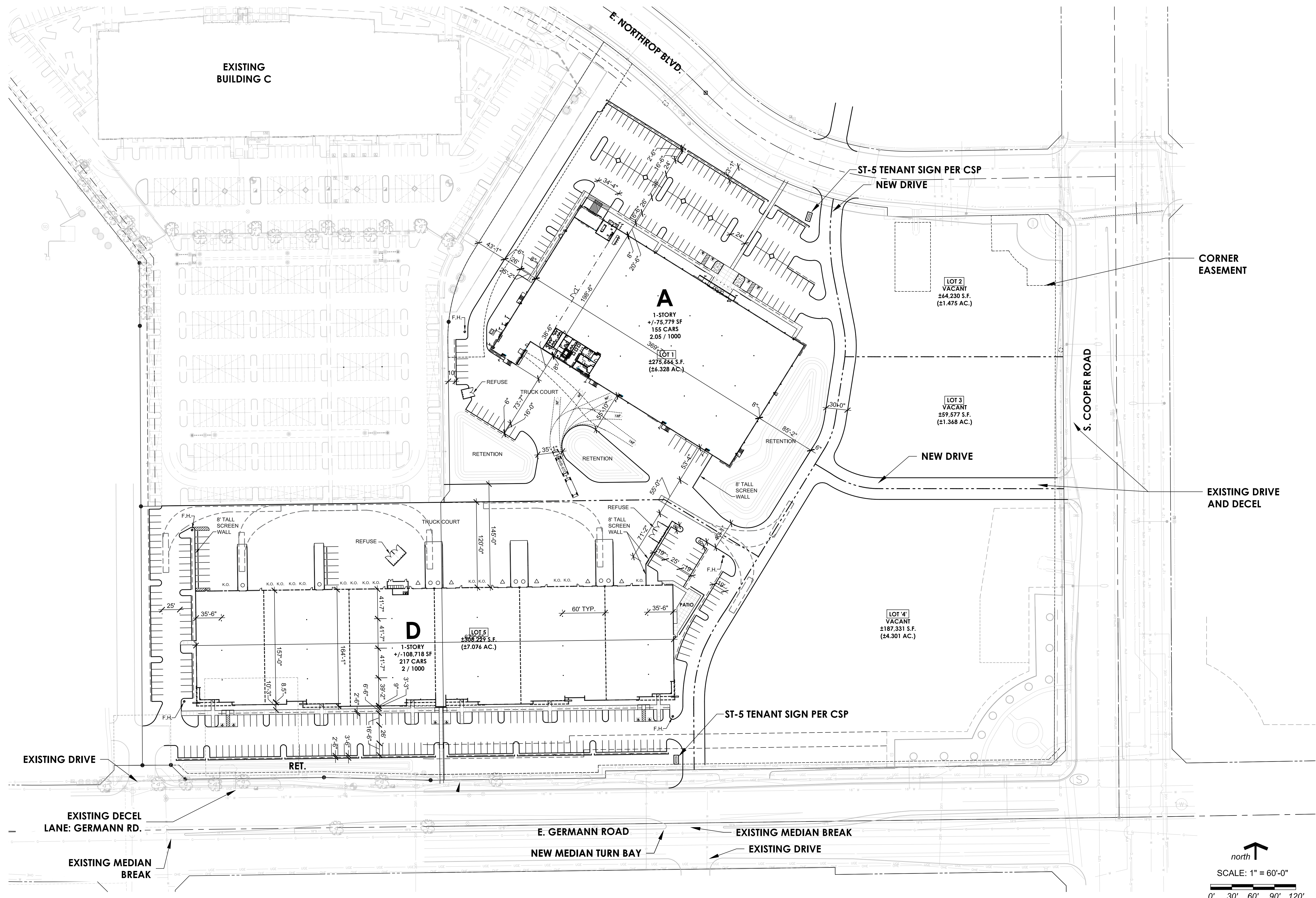
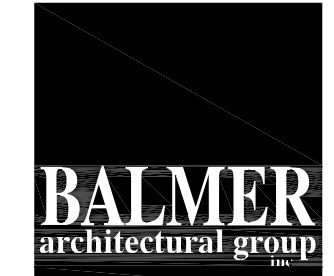
42002
7SEP23





ASCEND CHANDLER - CAZ PDP
1811 E. NORTHROP BLVD., CHANDLER, ARIZONA 85286
MASTER PLAN - M.O.B. OPTION

42002
7SEP23



Setbacks

All setbacks as previously approved within the Chandler Airport Center Development Standards.

	Cooper & Germann	Interior Collector St	Property Line Non-Street *2	Freeway
Building Front	50'	30'	N/A	50'
Building Side	50'	30'	20'	50'
Building Rear	50'	30'	20'	50'
Parking	50'-+1 20'-+1	30'-+1	10'	10'
Parking Screen Wall	50'-+1,2 20'-+1,2	30'-+1	0'	0'

Notes:

- *1. Parking along streets shall be setback a minimum of 20 feet, except at street intersections, the setback shall be 50 or 30 feet for distances set forth in the City Ordinance.
- *2. Parking shall be a minimum of 3’ from parking lot curb to screen wall.
- 3. Lots planned with common access between two or more buildings may eliminate “property line - non-street” landscape setbacks based on an approved master plan.
- 4. No improvements shall disrupt street and freeway frontage landscaping installed by Chandler Airport Center, except as allowed at driveways.

Parking

All development shall conform to the standards set forth in the Chandler Parking Ordinance in effect as of November 1, 2012 and the standards set forth in this PDP. If there is a conflict, the parking standards in this PDP shall apply.

The size of all parking spaces, driveways, islands in parking areas and other improvements in the parking areas must conform to the minimum established requirements of the City of Chandler Zoning Ordinance.

- Minimum size of a parking space shall be nine (9) feet by nineteen (19) feet.
- Minimum driveway widths shall be twenty-four (24) feet for two-way drives. Fourteen (14) foot one-way drives are permitted where such drives are not required as fire lanes by the fire department.
- Covered parking including parking structures shall be located and/or arranged that it is perceived as an integral part of the commerce park. Canopy structures shall be finished with colors which match or complement building colors.
- In the design of the parking lots and entrances to and from those parking lots and facilities served by those parking lots, provisions shall be provided for adequate, safe, convenient pedestrian circulation.
- All driveways and parking areas must be paved with concrete or asphaltic concrete. Except for edges of paving adjacent to walls, vertical curbs shall be constructed at all edges of any paving. Asphalt curbs are prohibited, and the use of precast concrete parking bumpers in lieu of curbs is prohibited.

Parking Requirements by Use:

On-site parking shall be provided in accordance with the Chandler Zoning Ordinance.

Parking increases and reductions to the required number of parking spaces may be approved by Planning Staff if a user driven requirement provides a quantitative analysis justifying any proposed increase or reduction based on their needs, as provided in the City of Chandler Zoning Ordinance.

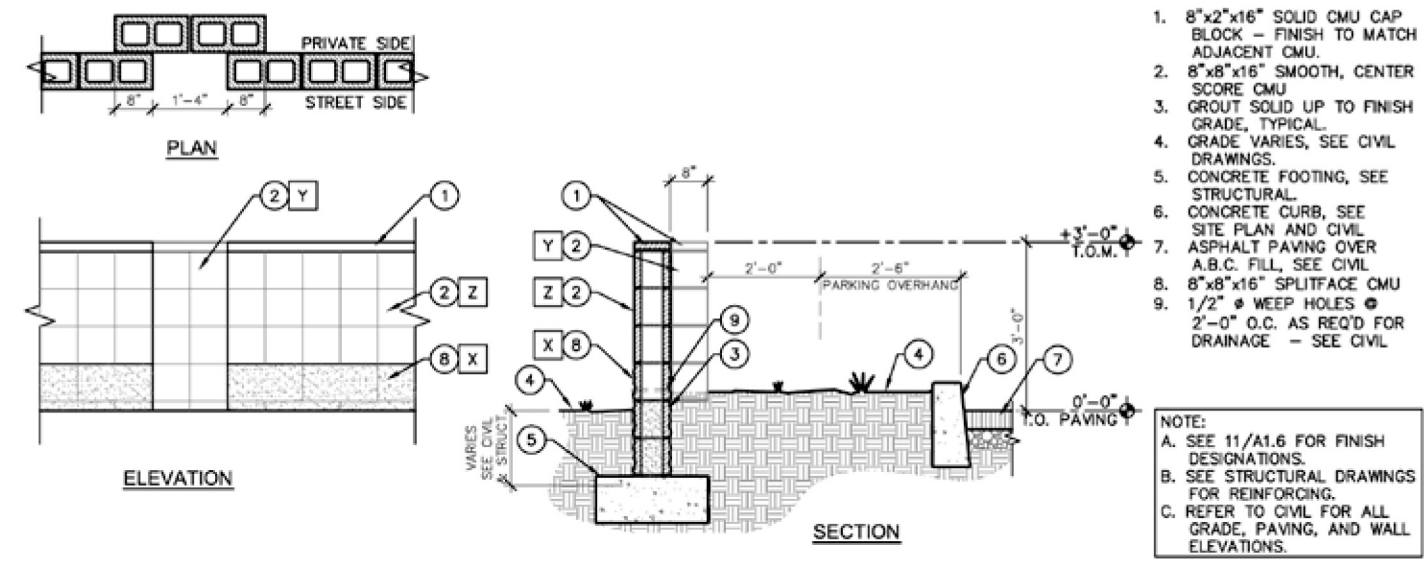
Site Screening Areas

All on-site screen walls shall be designed and constructed to meet the City of Chandler ordinance requirements. All screen walls adjacent to the project streets shall be designed and installed to match the existing design as approved in the Chandler Airport Center Design Guidelines.

Screen walls along property lines may be installed by the individual lot Owner. Any Owner who builds next to an existing wall may refinish his side of the existing wall to match or complement his building(s) through joint agreement with the adjacent wall Owner.

All detached perimeter screen walls are to match the exiting screen walls or building materials. All loading/ service areas shall be fully screened from the street view with landscaping, solid gates at drives or wing walls a minimum of 8’ high.

Parking Lot Screen Wall Details



Parking lot screen walls are to be measured from elevation of adjacent parking lot or driveway. All entry drives shall have screen wall segments on both sides with minimum lengths of twelve (12) feet with the detail at the drive entrance. Variation required every 80’ minimum.

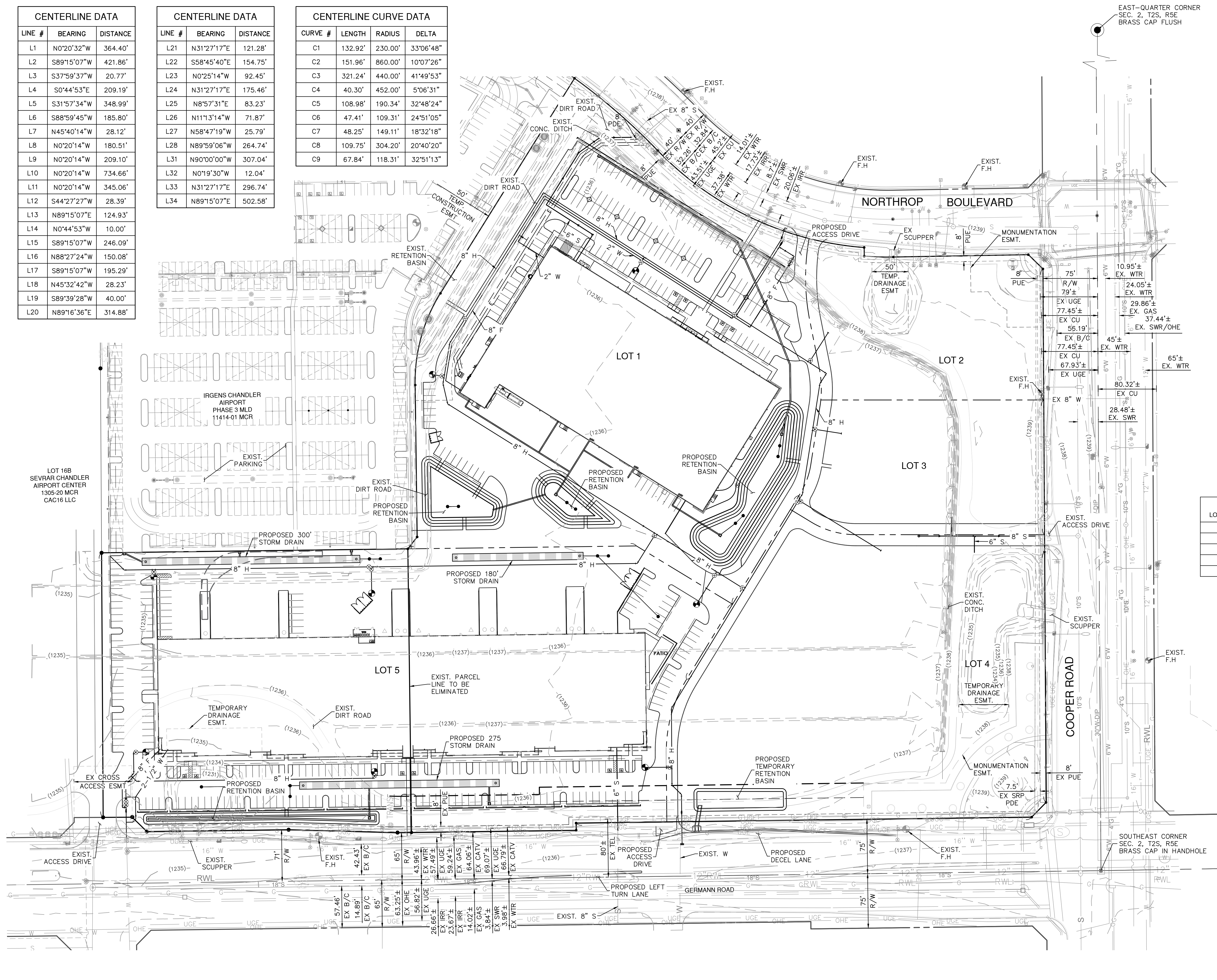
Screening of Parking Areas

When parking areas abut a front yard or road frontage landscaped area, such parking areas shall be screened with decorative masonry walls and earth berms ranging between thirty (30) and forty-two (42) inches in height. Horizontal and vertical variation in the design of the screening walls is required whenever linear alignments exceed eighty (80) feet, per the City of Chandler Zoning Ordinance.

CENTERLINE DATA		
LINE #	BEARING	DISTANCE
L1	N0°20'32"W	364.40'
L2	S89°15'07"W	421.86'
L3	S37°59'37"W	20.77'
L4	S0°44'53"E	209.19'
L5	S31°57'34"W	348.99'
L6	S88°59'45"W	185.80'
L7	N45°40'14"W	28.12'
L8	N0°20'14"W	180.51'
L9	N0°20'14"W	209.10'
L10	N0°20'14"W	734.66'
L11	N0°20'14"W	345.06'
L12	S44°27'27"W	28.39'
L13	N89°15'07"E	124.93'
L14	N0°44'53"W	10.00'
L15	S89°15'07"W	246.09'
L16	N88°27'24"W	150.08'
L17	S89°15'07"W	195.29'
L18	N45°32'42"W	28.23'
L19	S89°39'28"W	40.00'
L20	N89°16'36"E	314.88'

CENTERLINE DATA		
LINE #	BEARING	DISTANCE
L21	N31°27'17"E	121.28'
L22	S58°45'40"E	154.75'
L23	N0°25'14"W	92.45'
L24	N31°27'17"E	175.46'
L25	N8°57'31"E	83.23'
L26	N11°13'14"W	71.87'
L27	N58°47'19"W	25.79'
L28	N89°59'06"W	264.74'
L31	N90°00'00"W	307.04'
L32	N0°19'30"W	12.04'
L33	N31°27'17"E	296.74'
L34	N89°15'07"E	502.58'

CENTERLINE CURVE DATA			
CURVE #	LENGTH	RADIUS	DELTA
C1	132.92'	230.00'	33°06'48"
C2	151.96'	860.00'	10°07'26"
C3	321.24'	440.00'	41°49'53"
C4	40.30'	452.00'	5°06'31"
C5	108.98'	190.34'	32°48'24"
C6	47.41'	109.31'	24°51'05"
C7	48.25'	149.11'	18°32'18"
C8	109.75'	304.20'	20°40'20"
C9	67.84'	118.31'	32°51'13"



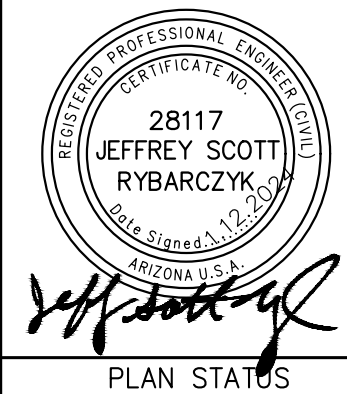
LOT AREA TABLE		
LOT NO.	AREA SF	AREA AC
1	275,666	6.328
2	64,230	1.475
3	59,577	1.368
4	187,331	4.301
5	308,229	7.076



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www.bowman.com
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PRELIMINARY PLAT
ASCEND CHANDLER
MARICOPA COUNTY
CHANDLER, ARIZONA

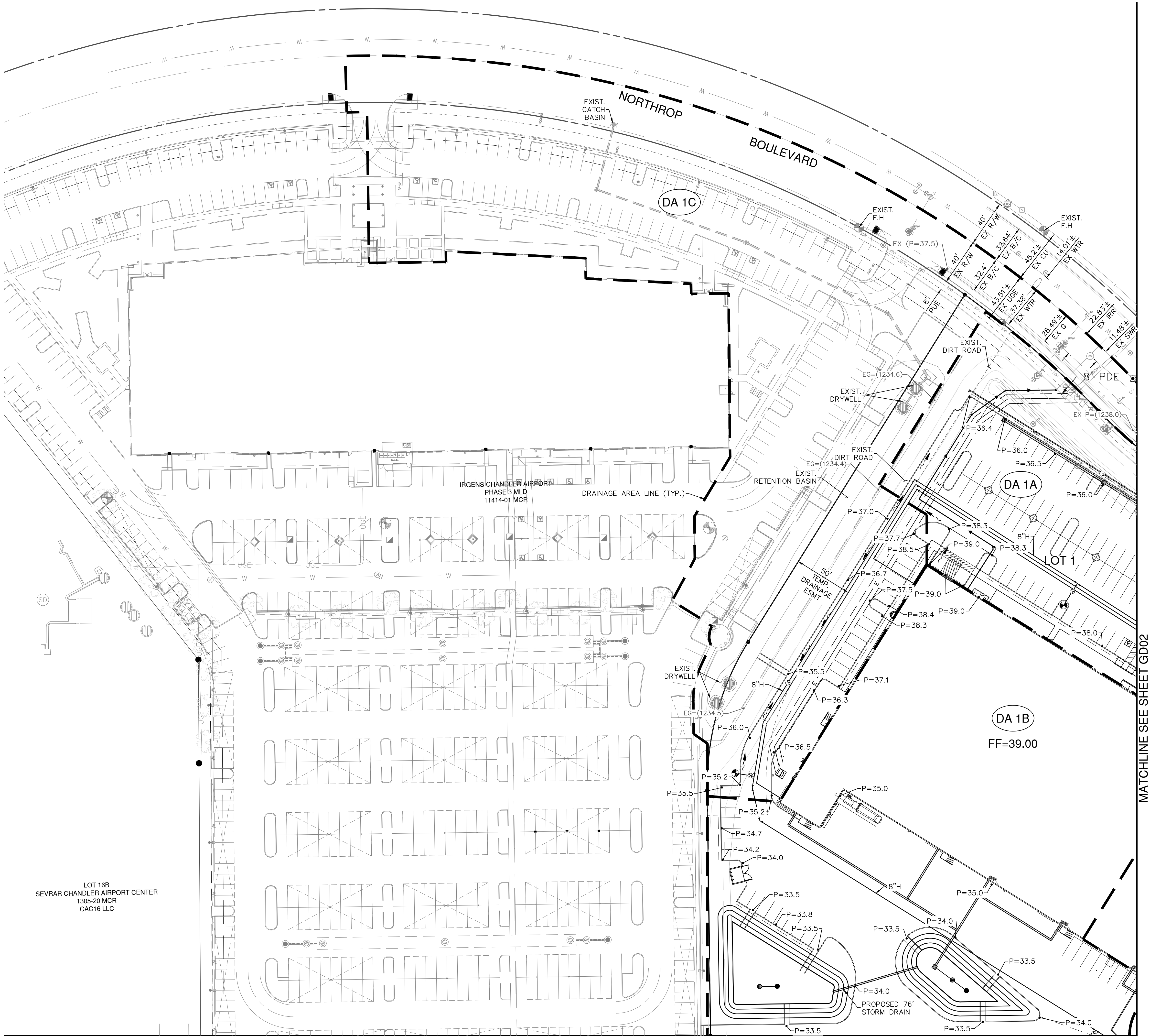
PROJECT NUMBER



PLAN STATUS		
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	V:	
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DATE :	1.12.2024	

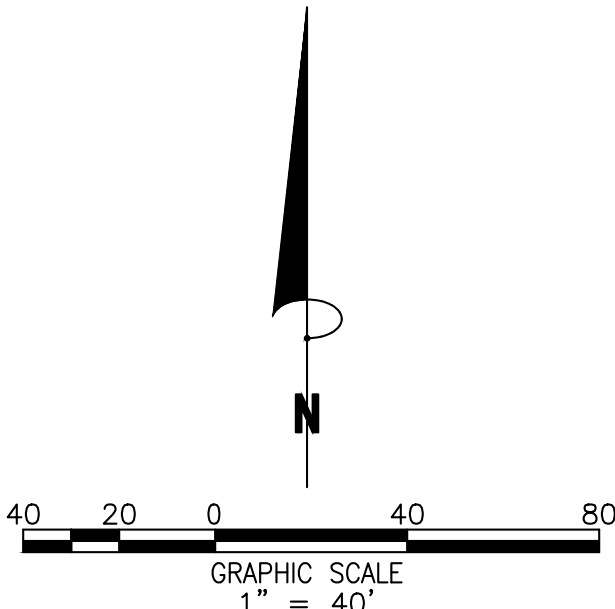
PP02
SHEET 2 OF 6

C.O.C. LOG NO.



MATCHLINE SEE SHEET GD03

MATCHLINE SEE SHEET GD02



Bowman

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PRELIMINARY GRADING & DRAINAGE PLAN
ASCEND CHANDLER

CHANDLER, ARIZONA
MARICOPA COUNTY

PROJECT NUMBER

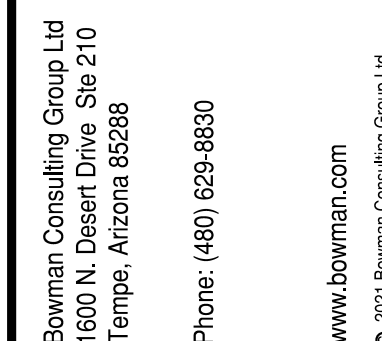


PLAN STATUS

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	JSR CHKD
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	V:
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DATE :	1.12.2024

GD01
SHEET 3 OF 6

C.O.C. LOG NO.



MARICOPA COUNTY

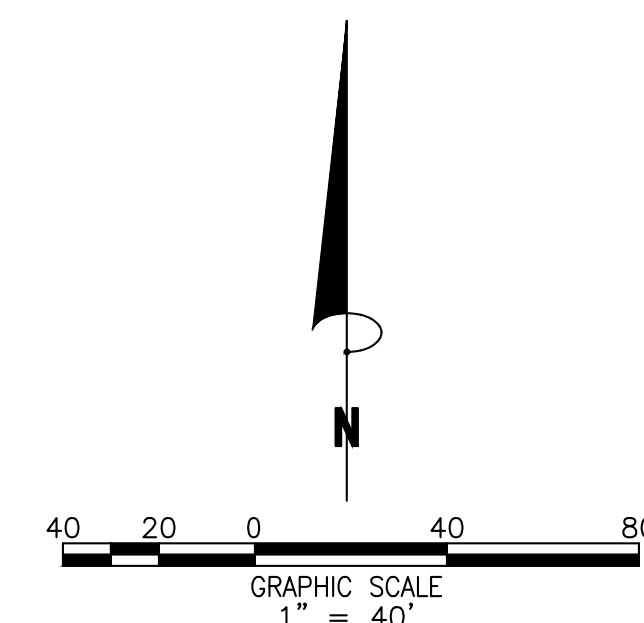
CHANDLER, ARIZONA

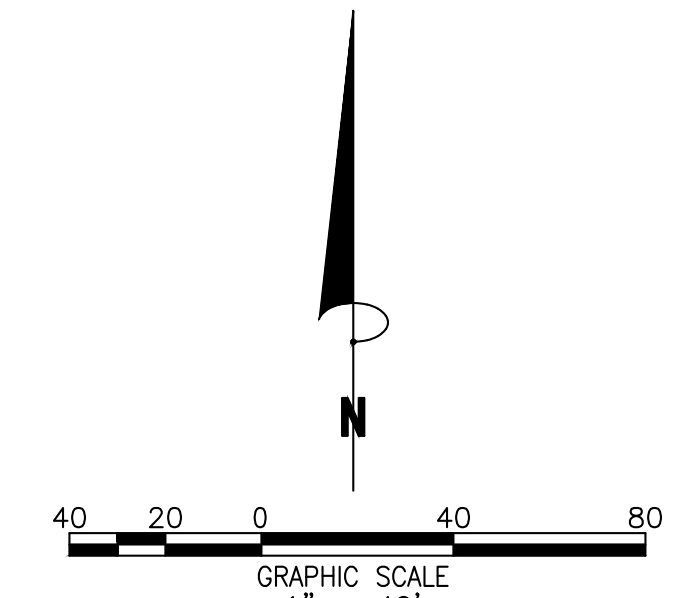


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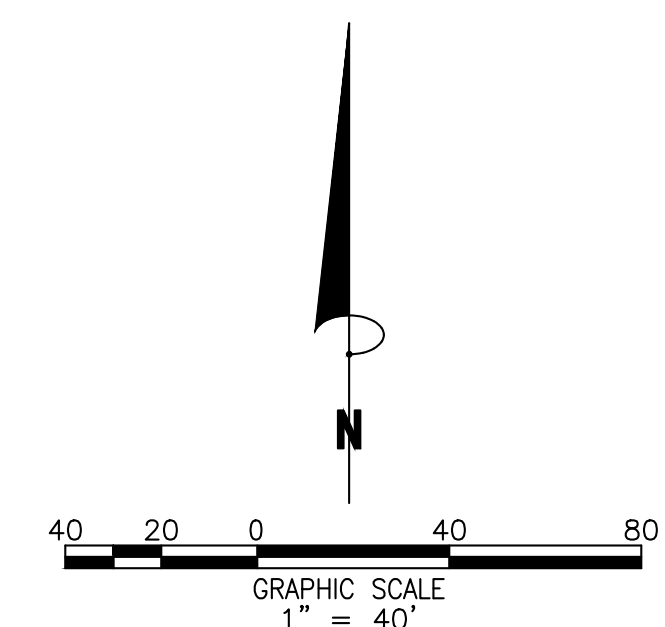
GD02

C O C | O G N O





	C.O.C. LOG NO.
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ASCEND at CHANDLER AIRPORT CENTER

project consultants

owner:

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PHOENIX ARIZONA 85034
PROJECT CONTACT: AARON MARTY
PHONE: 602.682.0200

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TEMPE, ARIZONA 85288
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PROJECT CONTACT: ELI FLAKE
PHONE: 480.954.6718

sheet index

SHEET	TITLE
L0.01	COVER SHEET & NOTES
L2.00	OVERALL PLAN
L2.01 - L2.05	PLANTING PLAN

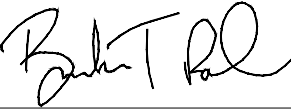
landscape area data sheet

PLANT QUANTITIES	REQUIRED	PROVIDED
INTERIOR / COMMON OPEN SPACE LANDSCAPE: 113,476 S.F.		
TREES: 1 PER 1000 S.F.	113 TREES	113 TREES
SHRUB: 6 PER 1000 S.F.	678 SHRUBS	1,336 SHRUBS
50% LIVE GROUND COVER (NOT INCLUDING TREE):	50 %	50.7 %
PARKING LOT LANDSCAPE		
PLANTERS:	63	63
TREES: 1 PER PLANTER	63 TREES	63 TREES
SHRUB: 5 PER PLANTER	315 SHRUBS	330 SHRUBS

project site data

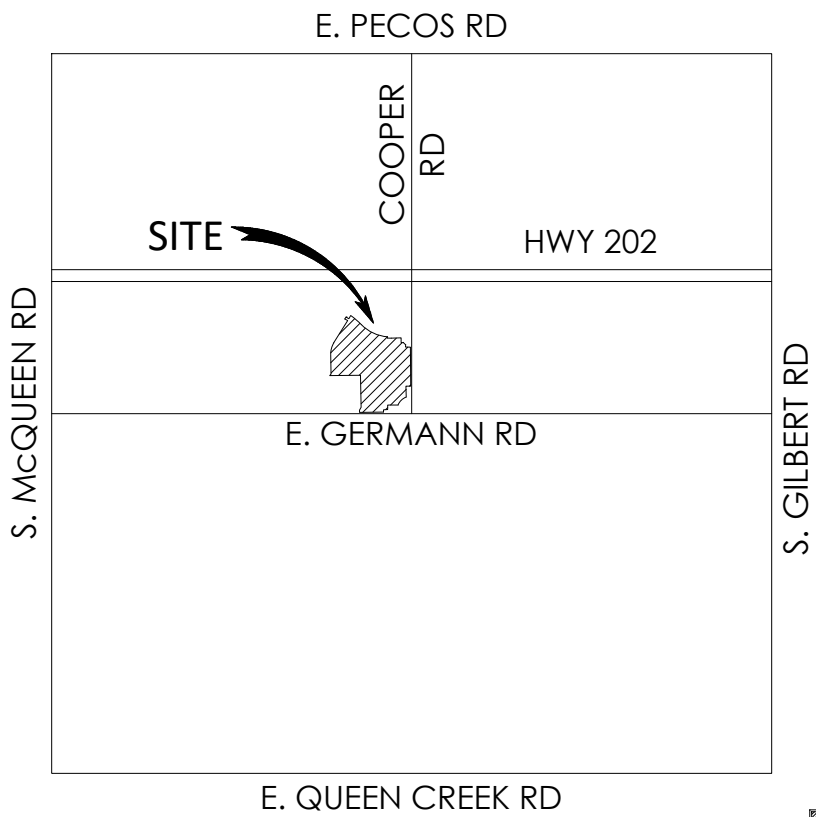
TOTAL SITE AREA (CONSTRUCTION LIMITS): 580,893 S.F. (13.34 AC)
TOTAL BUILDING AREA: 184,497 S.F. / 580,893 S.F. = 31.8%
TOTAL LANDSCAPE AREA: 133,830 S.F. / 580,893 S.F. = 23.2%
TOTAL TURF AREA: 9,159 S.F. / 580,893 S.F. = 1.6%
SHRUBS / GROUND COVERS: 63,231 S.F. / 580,893 S.F. = 10.9%
INORGANIC / GRANITE: 125,671 S.F. / 580,893 S.F. = 21.6%

I HEREBY CERTIFY THAT NO TREE OR BOULDER IS DESIGNED CLOSER THAN SIX (6) FEET TO THE FACE OF THE PUBLIC STREET CURB.



08.11.2023

REGISTERED LANDSCAPE ARCHITECTDATE

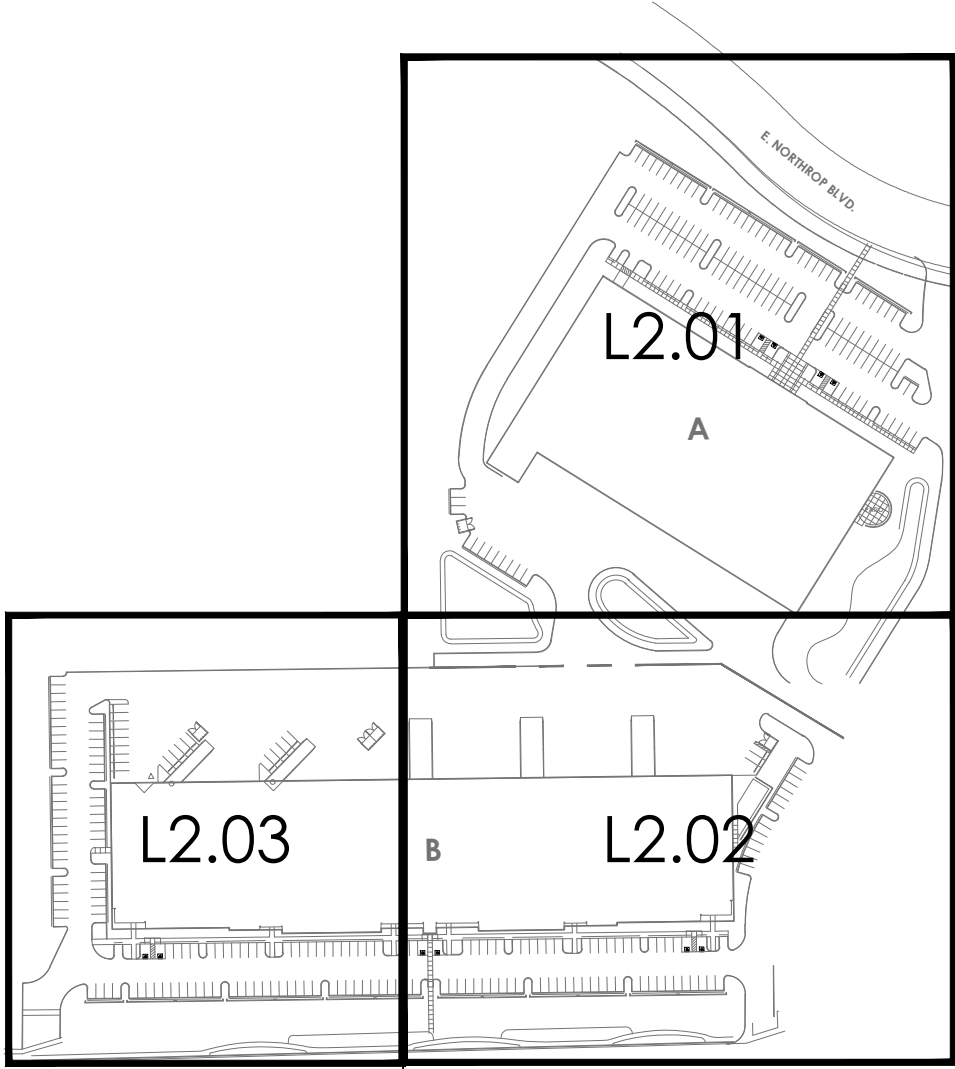


vicinity map

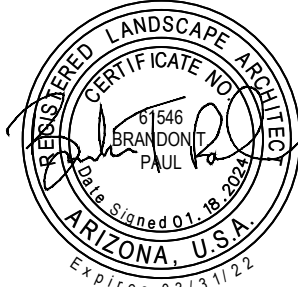
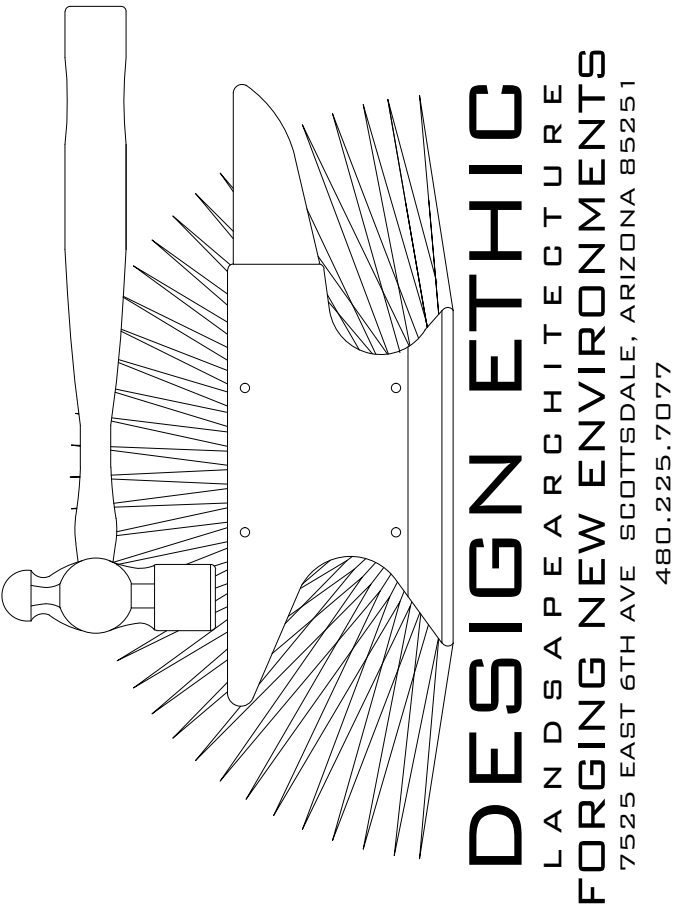


city of chandler notes

- ALL SITE IMPROVEMENTS, INCLUDING LANDSCAPE AND SITE CLEANUP, MUST BE COMPLETED PRIOR TO CERTIFICATE OF OCCUPANCY FOR ANY BUILDING WITHIN A PHASE.
- NO OBSTRUCTIONS TO VIEW SHALL BE ERECTED, CONSTRUCTED OR PARKED WITHIN THE SIGHT VISIBILITY AREA, ALL TREES WITHIN THE LINE OF SIGHT WILL MAINTAIN A CANOPY HEIGHT ABOVE 6' CURB ELEVATION, ALL SHRUBS IN THIS AREA MAY NOT REACH A MATURE HEIGHT OVER 24".
- ALL PLANT MATERIALS ARE GUARANTEED FOR A MINIMUM PERIOD OF SIXTY (60) DAYS FROM THE DATE OF FINAL APPROVAL BY THE CITY.ANY PLANT MATERIALS, WHICH ARE NOT APPROVED BY THE CITY PRIOR TO OCTOBER 1 OF THE CALENDAR YEAR IN WHICH THEY ARE INSTALLED, SHALL BE FURTHER GUARANTEED UNTIL MAY 20 OF THE FOLLOWING CALENDAR YEAR.
- TREES, SHRUBS, VINES, GROUND COVER AND TURF THAT HAVE TO BE REPLACED UNDER TERMS OF THE GUARANTEE, SHALL BE GUARANTEED FOR AN ADDITIONAL 60 DAYS FROM THE DATE OF REPLACEMENT.
- 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).
- PARKING LOT TREES MUST HAVE A MINIMUM CLEAR CANOPY DISTANCE OF 5'. SEE SECTION 1903(6)(C)(4).
- ALL LANDSCAPE AREAS SHALL BE GRADED SO THAT FINISHED GRADE SURFACES OF ALL NONLIVING MATERIALS (I.E. DECOMPOSED GRANITE, CRUSHED ROCK, MULCH, ETC.) ARE ONE AND ONE HALF (1 1/2) INCHES BELOW CONCRETE OR OTHER PAVED SURFACES. SEE SECTION 1903(6)(C)(11), ZONING CODE.
- TREES MUST BE PLACED A MINIMUM OF 5' FROM SIDEWALKS, 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.)
- ALL LANDSCAPING SHALL BE MAINTAINED BY THE LANDOWNER OR THE LESSOR IN COMPLIANCE WITH THE ZONING CODE.SEE SECTION 1903(6)(H), ZONING CODE.
- THERE SHALL BE NO OBSTRUCTION OF SITE SIGNAGE BY LANDSCAPE PLANT MATERIAL, AND THAT SUCH MUST BE RELOCATED AND/OR CORRECTED BEFORE THE FIELD INSPECTION WILL ACCEPT/PASS THE SIGN IN THE FIELD OR ISSUE A CERTIFICATE OF OCCUPANCY FOR A PROJECT.
- ALL TRANSFORMER BOXES, METER PANELS AND ELECTRIC EQUIPMENT, BACKFLOW DEVICES OR ANY OTHER UTILITY EQUIPMENT NOT ABLE OR REQUIRED TO BE SCREENED BY LANDSCAPING OR WALLS, SHALL BE PAINTED TO MATCH THE BUILDING COLOR.
- ALL WALLS OVER 7' IN HEIGHT, SITE LIGHTING, SIGNAGE, RAMADAS AND SHADE STRUCTURES REQUIRE SEPARATE SUBMITTAL AND PERMITS.



key map



ASCEND AT
CHANDLER AIRPORT CENTER
CHANDLER, ARIZONA 85286

PROJECT:

SHEET TITLE:

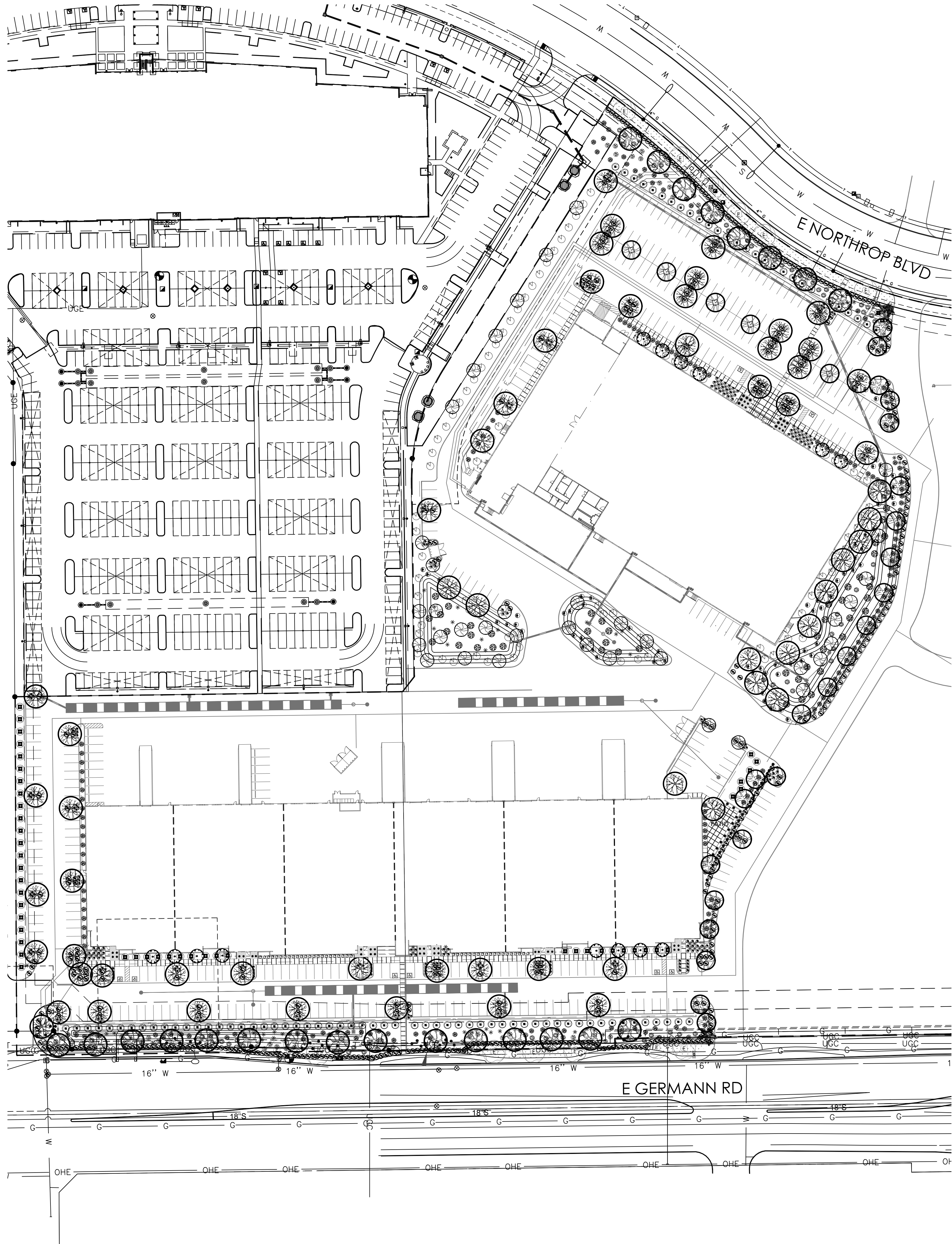
JOB NO: 23-009
DATE: -
DRAWN BY: B. PAUL
SUBMITTED: 01.18.2024
REVISED:

SHEET

L0.01

1 of 5

COVER SHEET & NOTES



existing plant legend

botanical name	common name	size	qty	comments
existing trees				

	FRAXINUS VELUTINA 'RIO GRANDE'	48" BOX	13	CALCULATED AS 48" BOX
	FAN-TEX ASH			REMAIN IN PLACE

inerts

	TURF AREA
--	-----------

plant legend

botanical name	common name	size	qty	comments
trees				

	ACACIA ANEURA	24" BOX	14	6.0H., 2.0W., .75 CAL.
	MULGA			STAKE IN PLACE
	ACACIA SALICINA	24" BOX	37	7.0H., 2.5W., 1.25 CAL.
	WILLOW ACACIA			STAKE IN PLACE
	PISTACIA X, RED PUSH	36" BOX	20	9.0H., 5.0W., 1.75 CAL.
	RED PUSH PISTACHE	48" BOX	8	STAKE IN PLACE
	PROSOPIS SEEDLESS	48" BOX	23	10.0H., 9.0W., 2.75 CAL.
	'THORNLESS'			STAKE IN PLACE
	THORNLESS CHILEAN MESQUITE			
	TIPUANA TIPU	24" BOX	39	7.0H., 3.0W., 1.0 CAL.
	TIPU TREE	36" BOX	22	9.0H., 5.0W., 1.75 CAL.
				STAKE IN PLACE

palm

	PHOENIX DACTYLIFERA	18' MIN.	2	
	DATE PALM			

shrubs

	LEUCOPHYLLUM CANDIDUM	5 GAL.	45	
	THUNDER CLOUD			
	LEUCOPHYLLUM FRUTESCENS	5 GAL.	85	
	'GREEN CLOUD'			
	GREEN CLOUD SAGE			
	LEUCOPHYLLUM LANGMANIAE	5 GAL.	65	
	'LYNN'S LEGACY'			
	'LYNN'S LEGACY' LEUCOPHYLLUM			
	OLEA EUROPAEA 'LITTLE OLLIE'	5 GAL.	196	
	LITTLE OLLIE DWARF OLIVE			
	TECOMA ALATA	5 GAL.	48	
	ORANGE JUBILEE			
	TECOMA STANS	5 GAL.	90	
	YELLOW BELLS			

accents

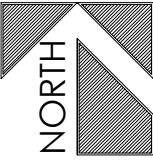
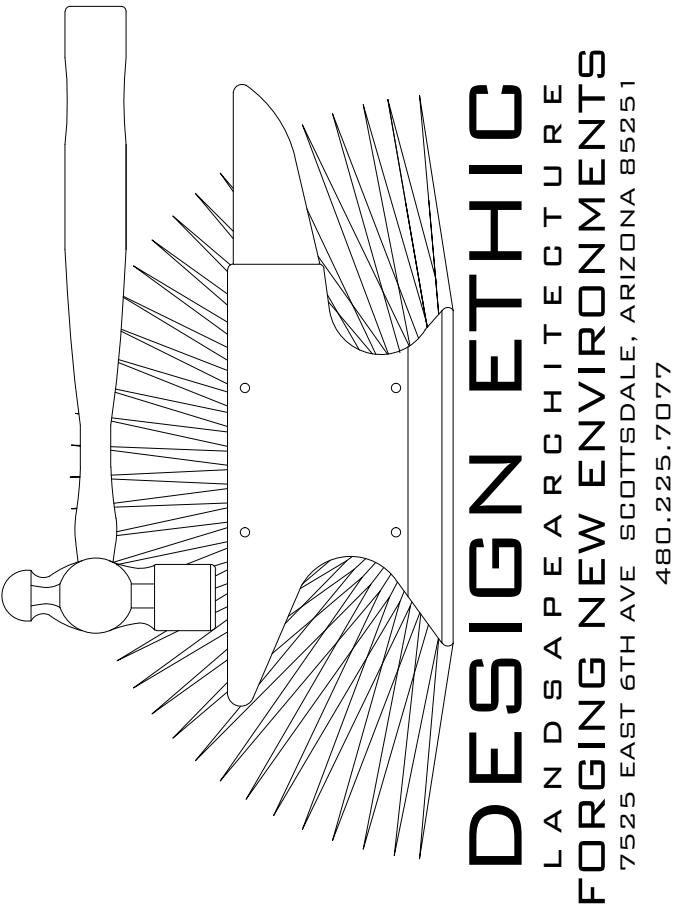
	AGAVE DESMETTIANA VARIEGATA	5 GAL.	10	
	VARIEGATED AGAVE DESMETTIANA			
	AGAVE AMERICANA	5 GAL.	48	
	MEDIA PICTA "ALBA"			
	GREEN & WHITE AGAVE AMERICANA			
	DASYLIRION WHEELERI	5 GAL.	79	
	DESERT SPOON			
	HESPERALOE FUNIFERA	5 GAL.	145	
	GIANT HESPERALOE			
	HESPERALOE PARVIFLORA	5 GAL.	51	
	RED YUCCA			
	MUHLENBERGIA CAPILLARIS	5 GAL.	275	
	'PINK MUHLY'			
	REGAL MIST			
	MUHLENBERGIA LINDHEIMERI	5 GAL.	37	
	AUTUMN GLOW			

groundcover

	ACACIA REDOLENS	1 GAL.	45	
	DESERT CARPET			
	EREMOPHILA GLABRA	1 GAL.	440	
	'MINGENEW GOLD'			
	OUTBACK SUNRISE EMU			
	LANTANA MONTEVIDENSIS	1 GAL.	7	
	PURPLE LANTANA			

inerts

	1/2" SCREENED GRANITE	1/2"	124,308	2" MINIMUM DEPTH
	TABLE MESA BROWN	SCRND	S.F.	IN ALL PLANTERS
	3" - 6" FRACTURED	3" - 6"	1,363	2" MINIMUM DEPTH
	RIP RAP		S.F.	IN ALL PLANTERS
	TABLE MESA BROWN			
	CONCRETE HEADER	4" x 6"	105	
	EXTRUDED CONCRETE		L.F.	



SCALE: 1" = 60'-0"

CALL TWO WORKING DAYS
BEFORE YOU DIG

602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

ASCEND AT
CHANDLER AIRPORT CENTER
CHANDLER, ARIZONA 85286

OVERALL PLANTING PLAN

PROJECT:

JOB NO: 23-009

DATE: -

DRAWN BY: B. PAUL

SUBMITTED: 01.18.2024

REVISED:

SHEET

L2.00

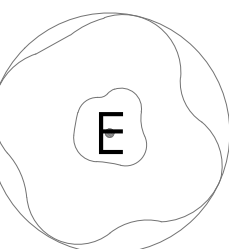
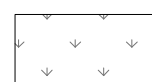
2 of 5



planting key notes

- 1 PROPERTY LINE / RIGHT OF WAY LINE
 - 2 DECOMPOSED GRANITE IN ALL PLANTING AREAS
 - 3 SIGHT VISIBILITY TRIANGLE, MAXIMUM MATURE PLANT MATERIAL HEIGHT IN THE SIGHT VISIBILITY TRIANGLES IS 24 INCHES.
 - 4 STORMWATER RETENTION. SEE CIVIL ENG. PLANS.
 - 5 FIRE HYDRANT - NO PLANT MATERIAL WITHIN 3'
 - 6 DRAINAGE STRUCTURE. SEE CIVIL ENG. PLANS.
 - 7 SIDEWALK. SEE CIVIL ENG. PLANS.
 - 8 EXISTING TURF AREA.
 - 9 EXISTING 6" x 6" CONCRETE HEADER.
 - 10 CURB. SEE CIVIL ENG. PLANS.
 - 11 ACCESSIBLE RAMP. SEE CIVIL ENG. PLANS.
 - 12 COVERED PARKING. SEE ARCH. PLANS.
 - 13 EXISTING SIDEWALK
 - 14 EXISTING LANDSCAPE IN R.O.W. TO REMAIN RESTORE & REPAIR AS NECESSARY AFTER SILT FENCE REMOVAL.
 - 15 TRANSFORMER LOCATION
 - 16 LIMITS OF CONSTRUCTION
 - 17 SCREEN WALL. SEE ARCHITECT,S SITE PLAN.
 - 18 TRASH ENCLOSURE. SEE ARCHITECT'S SITE PLAN.
 - 19 CONCRETE HEADER
 - 20 3" - 6" FRACTURED RIP RAP
 - 21 FIRE LINE BACKFLOW PREVENTOR - SCREEN MAINTAIN 3' ACCESS & CLEARANCE PER MAG STANDARD DETAIL 362.
- NOTE: NOT ALL KEYNOTES USED ON THIS SHEET.

existing plant legend

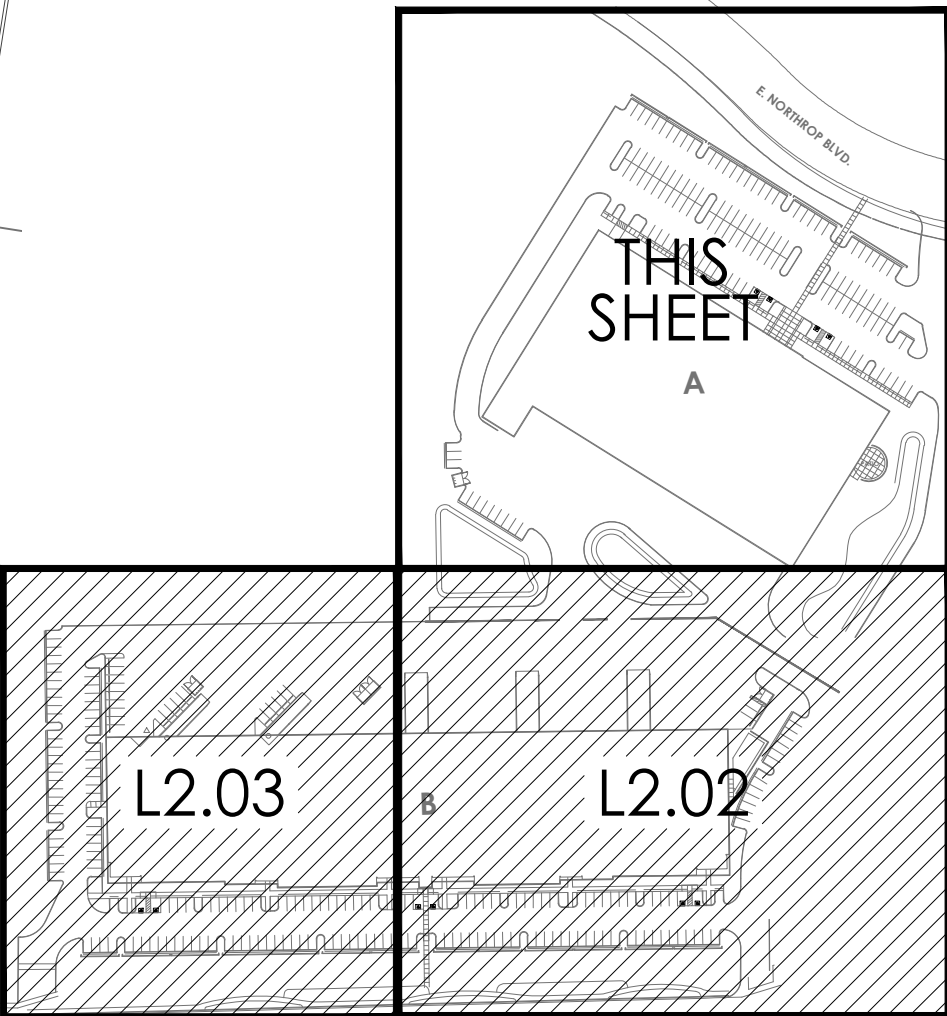
	botanical name	common name
existing trees		
	FRAXINUS VELUTINA 'RIO GRANDE'	FAN-TEX ASH
inerts		
	TURF AREA	
plant legend		
	botanical name	common name
trees		

	ACACIA ANEURA	MULGA
	ACACIA SALICINA	WILLOW ACACIA
	PISTACIA X. RED PUSH	RED PUSH PISTACHE
	PROSOPIS SEEDLESS	THORNLESS'
	THORNLESS' CHILEAN MESQUITE	
	TIPUANA TIPU	TIPU TREE
palms		
	PHOENIX DACTYLIFERA	DATE PALM

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	LEUCOPHYLLUM FRUTESCENS	'GREEN CLOUD'
	GREEN CLOUD SAGE	
	LEUCOPHYLLUM LANGMANIAE	'LYNN'S LEGACY'
	'LYNN'S LEGACY' LEUCOPHYLLUM	
	OLEA EUROPAEA 'LITTLE OLLIE'	LITTLE OLLIE DWARF OLIVE
	TECOMA ALATA	ORANGE JUBILEE
	TECOMA STANS	YELLOW BELLS
accents		

	AGAVE DESMETTIANA VARIEGATA	VARIEGATED AGAVE DESMETTIANA
	AGAVE AMERICANA	MEDIA PICTA "ALBA"
	GREEN & WHITE AGAVE AMERICANA	
	DASYLIRION WHEELERI	DESERT SPOON
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	REGAL MIST	
	MUHLENBERGIA LINDHEIMERI	AUTUMN GLOW

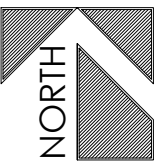
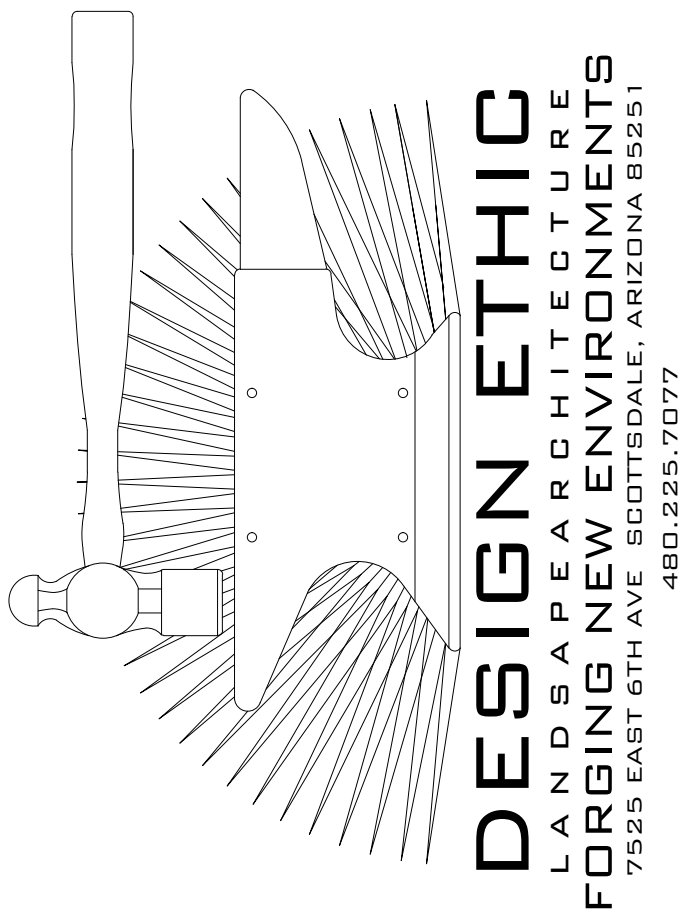
groundcover		
	ACACIA REDOLENS	DESERT CARPET
	EREMOPHILA GLABRA	'MINGENOW GOLD'
	OUTBACK SUNRISE EMU	
	LANTANA MONTEVIDENSIS	PURPLE LANTANA
inerts		
	1/2" SCREENED GRANITE	TABLE MESA BROWN
	3" - 6" FRACTURED	RIP RAP
	TABLE MESA BROWN	
	CONCRETE HEADER	EXTRUDED CONCRETE



key map



not to scale



SCALE: 1" = 30'-0"

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1-800-STAKE-IT

(OUTSIDE MARICOPA COUNTY)

ASCEND AT
CHANDLER AIRPORT CENTER
CHANDLER, ARIZONA 85286

PLANTING PLAN

PROJECT:

JOB NO: 23-009

DATE: -

DRAWN BY: B. PAUL

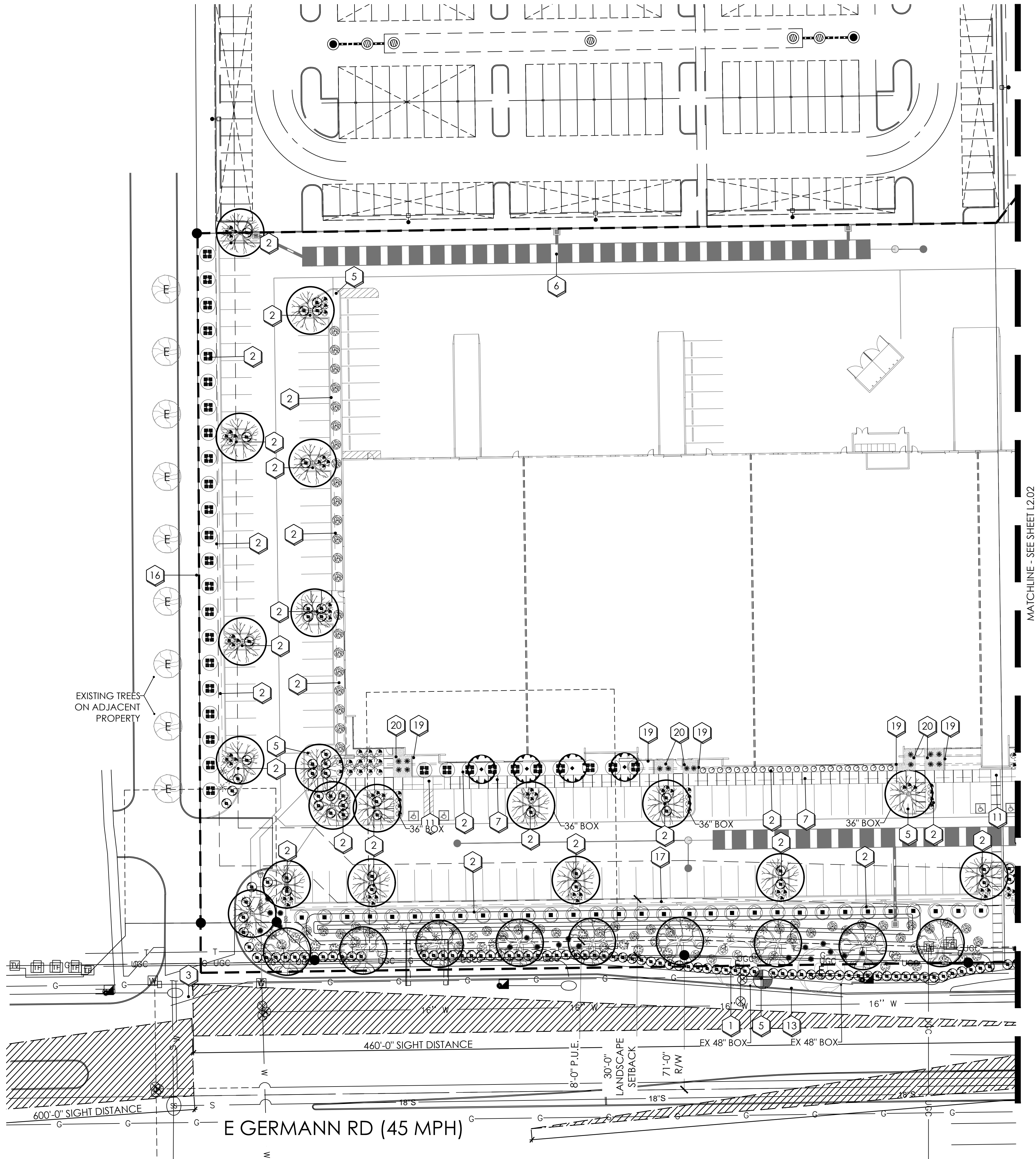
SUBMITTED: 01.18.2024

REVISED:

SHEET

L2.01

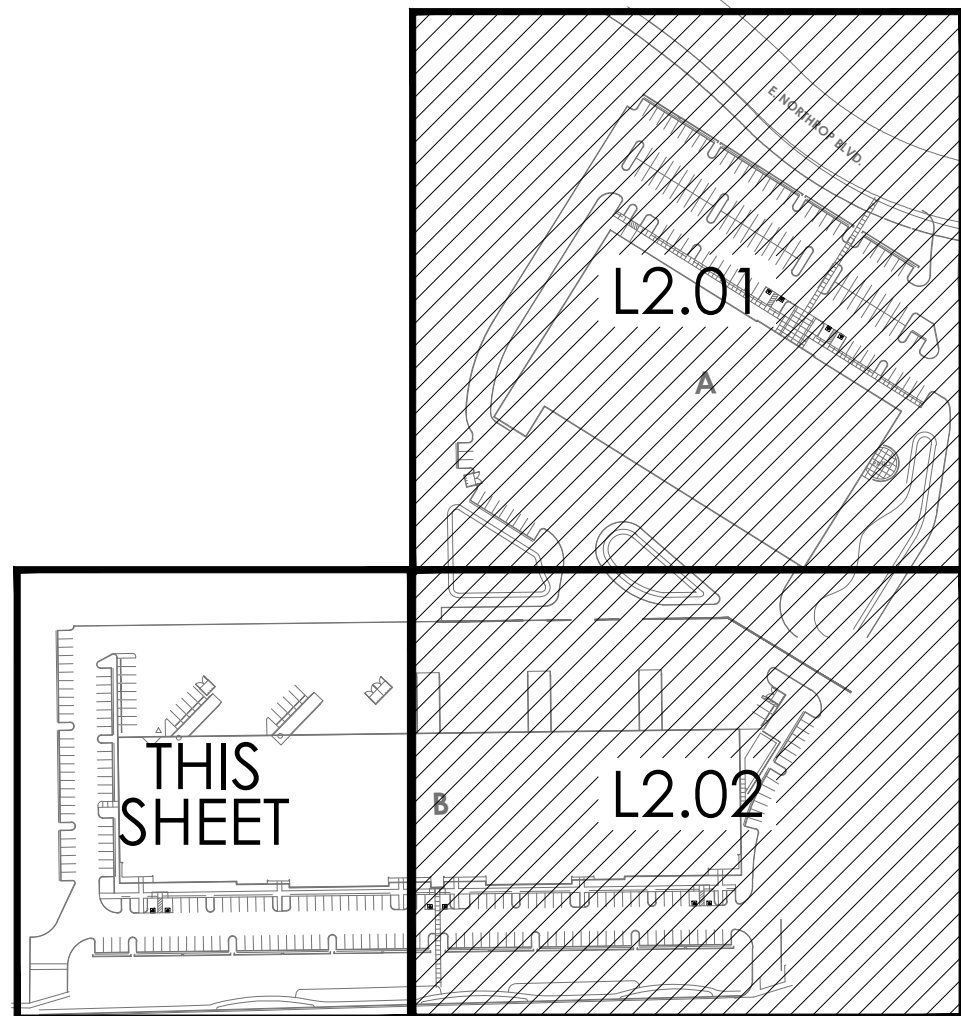
3 of 5



planting key notes

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NOTE: NOT ALL KEYNOTES USED ON THIS SHEET.



key map

existing plant legend

	botanical name	common name
	FRAXINUS VELUTINA 'RIO GRANDE'	FAN-TEX ASH
		TURF AREA
plant legend		
	botanical name	common name
trees		

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	ACACIA SALICINA	WILLOW ACACIA
	PISTACIA X. RED PUSH	RED PUSH PISTACHE
	PROSOPIS SEEDLESS	'THORNLESS' THORNLESS CHILEAN MESQUITE
	TIPUANA TIPU	TIPU TREE
palms		
	PHOENIX DACTYLIFERA	DATE PALM

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	TECOMA ALATA	ORANGE JUBILEE
	TECOMA STANS	YELLOW BELLS
accents		

	AGAVE DESMETTIANA	VARIEGATED AGAVE DESMETTIANA
	AGAVE AMERICANA	MEDIA PICTA "ALBA" GREEN & WHITE AGAVE AMERICANA
	DASYLIRION WHEELERI	DESERT SPOON
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groundcover		

groundcover

ACACIA REDOLENS
DESERT CARPET

EREMOPHILA GLABRA
'MINGENEW GOLD'
OUTBACK SUNRISE EMU

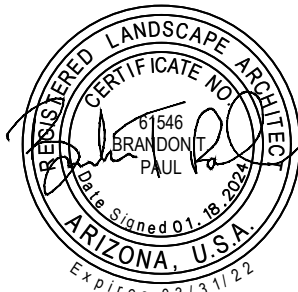
LANTANA MONTEVIDENSIS
PURPLE LANTANA

inerts

1/2" SCREENED GRANITE
TABLE MESA BROWN

3" - 6" FRACTURED
RIP RAP
TABLE MESA BROWN

CONCRETE HEADER
EXTRUDED CONCRETE



0' 30' 60' 90'

SCALE: 1" = 30'-0"

CALL TWO WORKING DAYS
BEFORE YOU DIG
602-263-1100
1-800-STAKE-IT
(OUTSIDE MARICOPA COUNTY)

ASCEND AT CHANDLER AIRPORT CENTER CHANDLER, ARIZONA 85286

PLANTING PLAN

PROJECT:

JOB NO: 23-009
DATE: -
DRAWN BY: B. PAUL
SUBMITTED: 01.18.2024
REVISED:

SHEET TITLE:

SHEET

L2.03

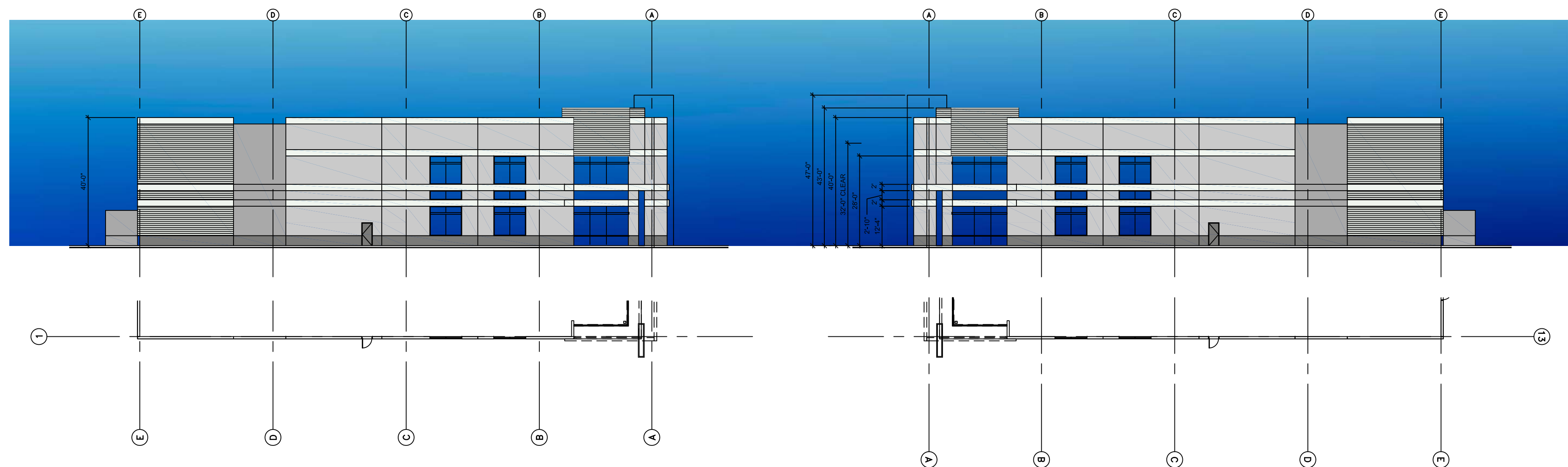
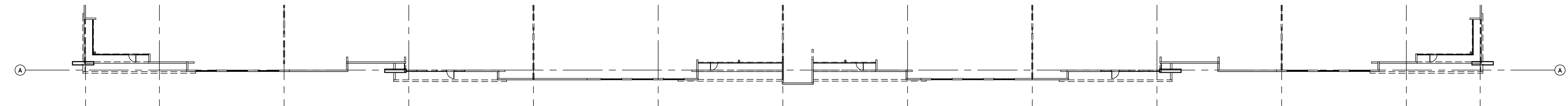
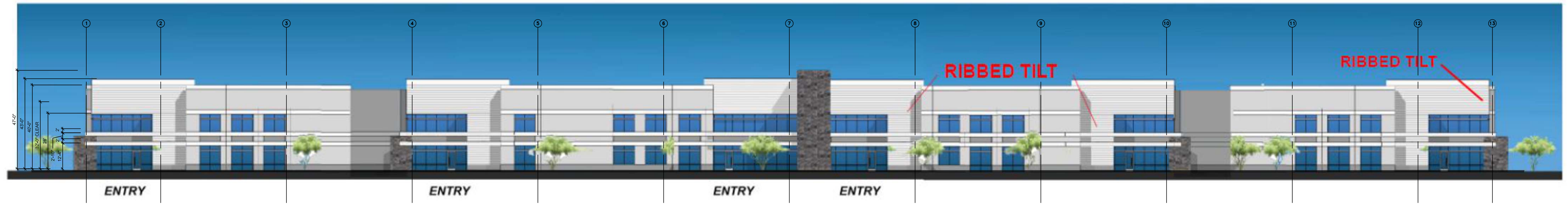
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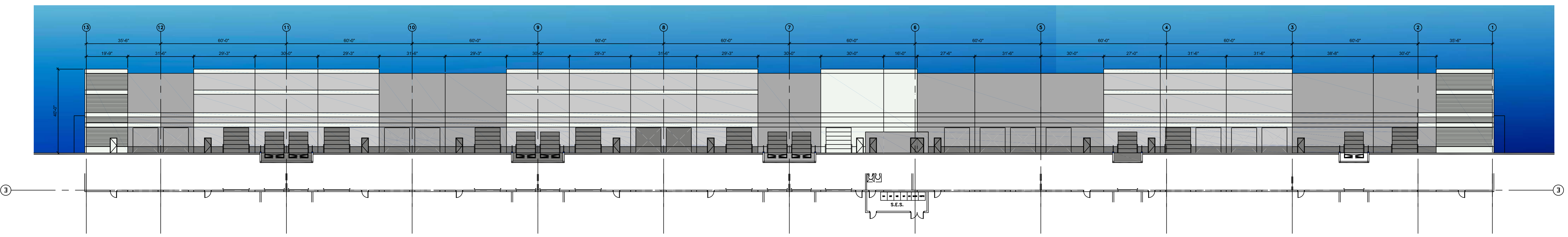


ASCEND CHANDLER - CAZ PDP
1811 E. NORTHROP BLVD., CHANDLER, ARIZONA 85286

42002
7SEP23



PER C.O.C. SITE PLANNING STANDARDS;
ALL RTUs WILL BE FULLY SCREENED BY
THE BUILDING'S PARAPETS



IRGENS ASCEND - BUILDING 'D' MATERIAL BOARD 9.7.23

THE DESIGN INTENT FOR BUILDING 'D' PAINT & FINISHES IS TO MATCH EXISTING TO BUILDING 'C'. SEE PHOTO OF EXISTING BUILDING 'C' BELOW.



PAINT

P-1
CL 3214M 'WAVELENGTH'

P-2
CL 3213W 'SEATTLE'

P-3
CL 3215D 'ELF'

P-4
DE 6372 'LACE VEIL'

GLASS



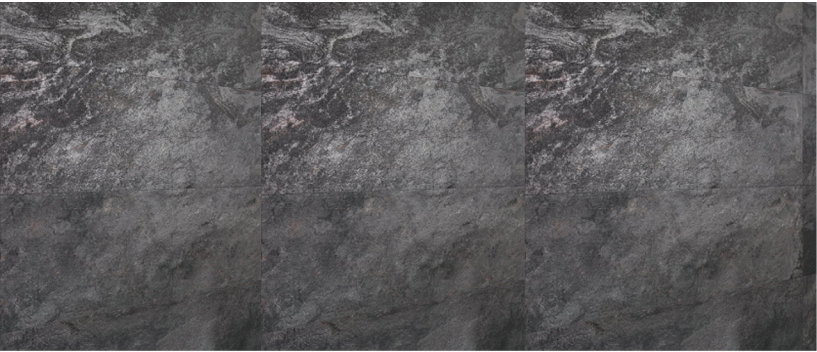
PPG PACIFICA - 1 " INSULATED GLASS
SOLARBAN 60 (3)
U-VALUE OF 0.29 AND SHGC OF 0.25
CLEAR ANODIZED FRAMES AND INFILL PANELS, TYPICAL

MASONRY WALLS

SINGLE SCORE 8"x8"x16" IN GREY PAINT FINISH TO MATCH BUILDING
LOCATIONS:
-SES ENCLOSURE
-TYPICAL VEHICULAR SCREEN WALL
-TYPICAL REFUSE SCREEN WALL



STONE VENEER



CONCRETE PAVING

INTEGRAL COLOR CONCRETE:

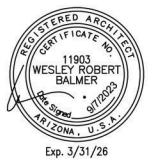


A: MALIBU TAUPE



B: RIDGEBACK BROWN

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ASCEND CHANDLER - CAZ PDP
1811 E. NORTHROP BLVD., CHANDLER, ARIZONA 85286

42002
7SEP23





FRONT



Floor & Decor
2500 Windy Ridge Parkway, SE
Atlanta, GA, 30339



F&D Chandler, Arizona
1811 E. NORTHROP BLVD,
CHANDLER, AZ 85286
3D Views
March 5, 2024



FRONT



Floor & Decor
2500 Windy Ridge Parkway, SE
Atlanta, GA, 30339

SBLM
16910 Dallas Parkway, Ste 216, Dallas, TX 75248
T: 469 544 7770 Web: www.sblm.com

F&D Chandler, Arizona
1811 E. NORTHROP BLVD,
CHANDLER, AZ 85286
3D Views
March 5, 2024



SOUTH WEST CORNER - FRONT



SOUTH EAST CORNER - FRONT & RIGHT



Floor & Decor
2500 Windy Ridge Parkway, SE
Atlanta, GA, 30339

SBLM
16910 Dallas Parkway, Ste 216, Dallas, TX 75248
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F&D Chandler, Arizona
1811 E. NORTHROP BLVD,
CHANDLER, AZ 85286
3D Views
March 5, 2024



NORTH WEST CORNER-LEFT



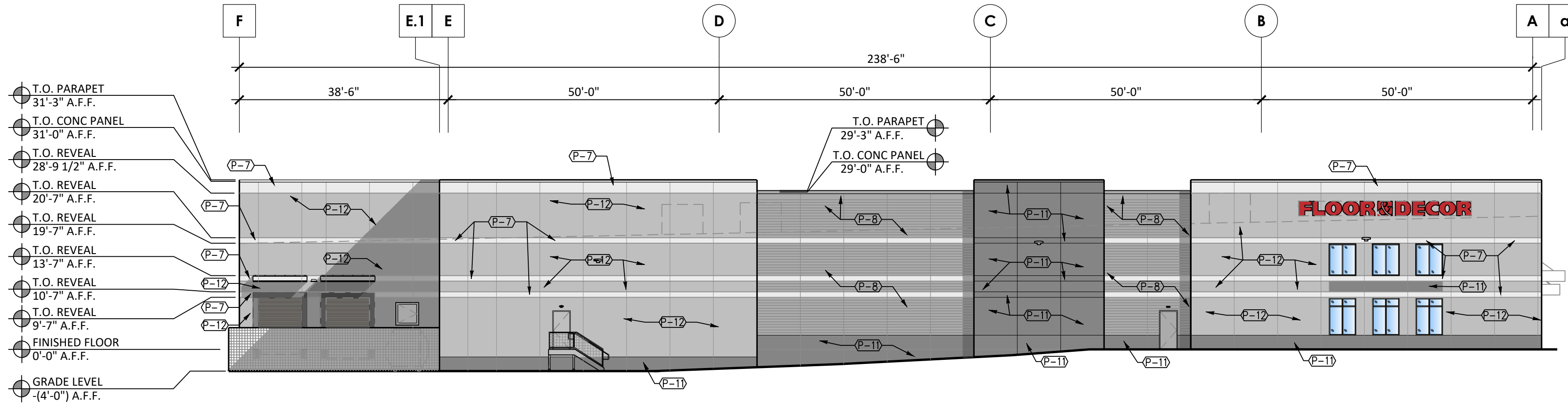
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F&D Chandler, Arizona
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CHANDLER, AZ 85286
3D Views
March 5, 2024

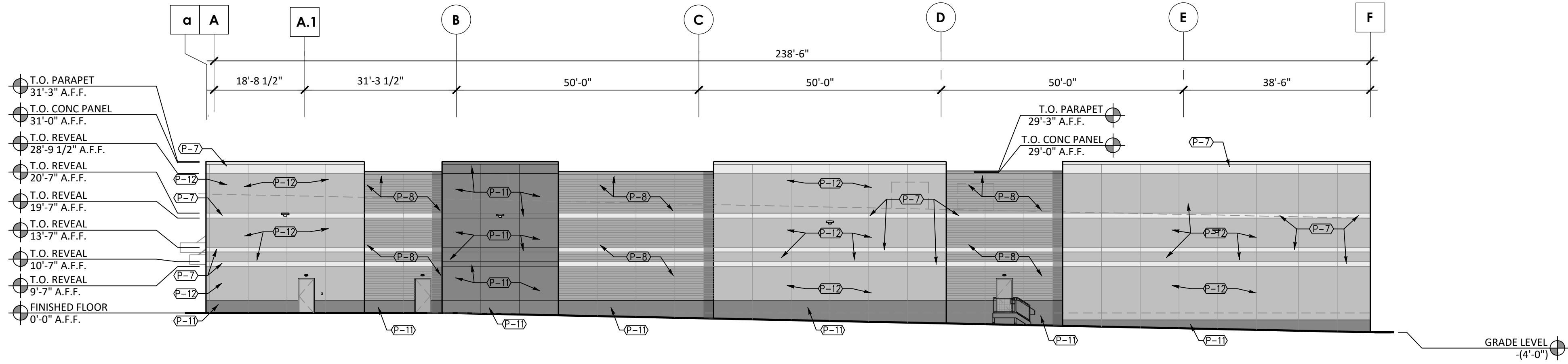
PAINT COLOR SCHEDULE

MARK	MATERIAL	MANUFACTURER	COLOR	FINISH	NOTES
P-7	PAINT	TBD	DE 6372 LACE VEIL	SATIN	
P-8	PAINT	TBD	CL 3214M WAVELENGTH	SATIN	
P-9	PAINT	TBD	SW 7048 URBANE BRONZE	SATIN	
P-10	PAINT	TBD	SW 6868 REAL RED	SATIN	METAL COPING TO BE PREFINISHED "REGAL RED" TO MATCH P-10
P-11	PAINT	TBD	CL3215D ELF	SATIN	
P-12	PAINT	TBD	CL 3213W SEATTLE	SATIN	
ET-1	PORCELAIN TILE	ANGELA HARRIS	INSPIRA DARK GREY	MATTE	24 X 48
E-3	E.I.F.S.		COLOR TO MATCH P-7		WING WALLS AT THE ENTRY



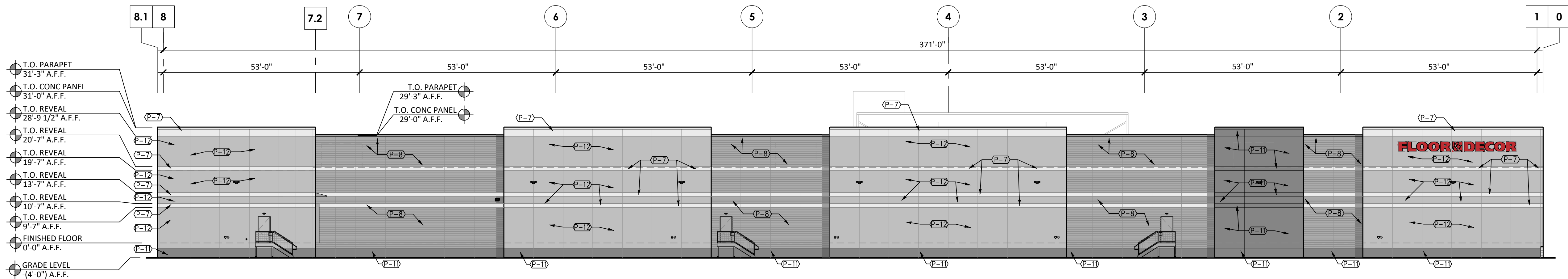
LEFT ELEVATION

SCALE: 1/16" = 1'-0"



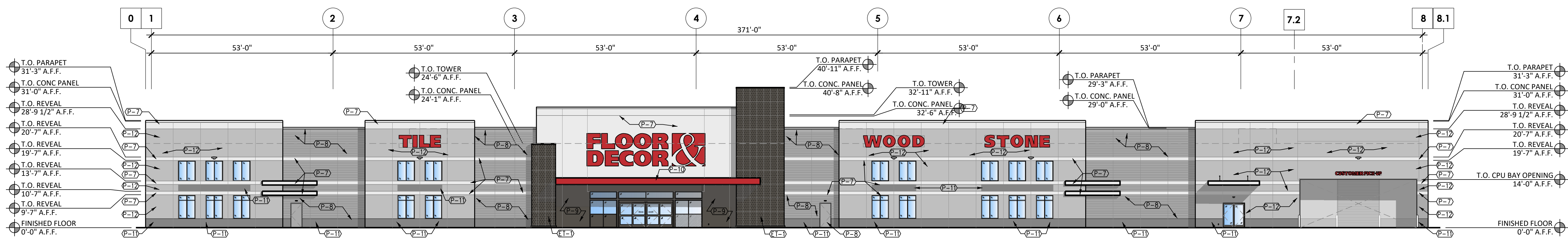
RIGHT ELEVATION

SCALE: 1/16" = 1'-0"



REAR ELEVATION

SCALE: 1/16" = 1'-0"



FRONT ELEVATION

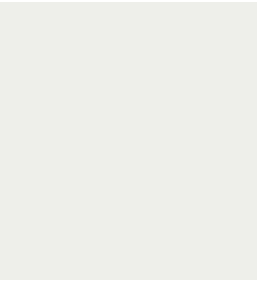
SCALE: 1/16" = 1'-0"

SHERWIN WILLIAMS
PAINT COLOR

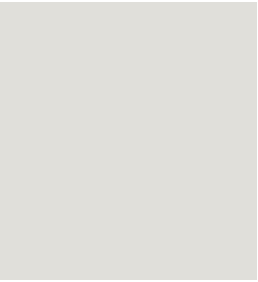
FINISH: CANOPIES AND MISC. METALS



P-10 SW 6868 REAL RED



P-7 SW 7006 EXTRA WHITE



P-11 SW 7056 RESERVED WHITE



P-8 SW 7044 AMAZING GRAY



P-9 SW 7048 URBANE BRONZE



CONCRET PANEL

FINISH: CONCRETE PANEL FINISH

PAINT TO MATCH P-7 SW 7006 EXTRA WHITE

PAINT TO MATCH P-11 SW 7056 RESERVED WHITE

PAINT TO MATCH P-8 SW 7044 AMAZING GREY

PAINT TO MATCH P-9 SW 7048 URBANE BRONZE



Floor & Decor
2500 Windy Ridge Parkway, SE
Atlanta, GA, 30339

SBLM
16910 Dallas Parkway, Ste 216, Dallas, TX 75248
T: 469 544 7770 Web: www.sblm.com

F&D Chandler, AZ
1811 E. Northrop Blvd,
Chandler, AZ 85286
Materials Board
August 9, 2023



Parking and Trip Generation Study

Floor & Decor

Prepared for:

Floor and Decor Outlets of America, Inc.

Prepared by:

Kimley-Horn and Associates, Inc.
12740 Gran Bay Parkway West, Suite 2350
Jacksonville, Florida 32258



Parking and Trip Generation Study

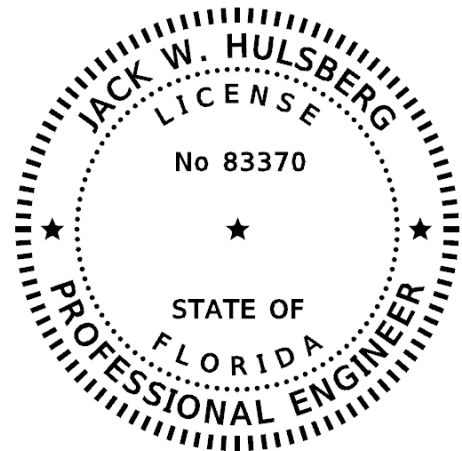
Floor & Decor

Prepared for:

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Prepared by:

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12740 Gran Bay Parkway West, Suite 2350
Jacksonville, Florida 32258



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May 2023

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Introduction

Floor and Decor Outlets of America, Inc. has retained Kimley-Horn and Associates, Inc. (Kimley-Horn) to determine actual parking and trip generation rates at several Floor & Decor stores around the country. Due to the characteristics of Floor & Decor's products, the sizes of the stores are very large in comparison to other retail stores, typically ranging between 60,000 and 100,000 square feet. The stores are sized to accommodate the large amount of flooring inventory that is typically stored and displayed for sale within the store. Historically, in order to determine the trip generation and required parking for a proposed Floor & Decor store, municipalities have used parking and trip generation rates that are based on studies for more traditional commercial retail stores. These traditional retail rates tend to overestimate the parking spaces needed and the weekday peak hour trips generated by a Floor & Decor store. This can result in Floor & Decor incurring unnecessary costs associated with constructing under-utilized parking lots for its stores and over-assessment for off-site transportation mitigation or mobility fees.

Kimley-Horn has recently conducted parking and trip generation data collection for several existing Floor & Decor stores around the country. From the data collection, actual parking and trip generation rates were determined for the existing stores on a per thousand square feet basis. This report summarizes the data collection and resulting parking and trip generation rates.

Data Collection

Parking and trip generation data was collected for eight existing Floor & Decor stores around the country. Per Floor & Decor, these eight sites represent the best performing stores in each of their respective markets and were selected as the stores anticipated to have the highest parking and trip generation rates, representing a "worst-case" scenario. The store locations are as follows:

1. **Doral:** 2525 NW 82nd Avenue; Doral, FL, 33122
2. **Alexandria:** 4607 Eisenhower Avenue; Alexandria, VA 22304
3. **Pompano Beach:** 1914 W Atlantic Boulevard; Pompano Beach, FL 33069
4. **Farmingdale:** 1002 Broad Hollow Road; Farmingdale, NY 11735
5. **North Charleston:** 6029 Rivers Avenue; Charleston, SC 29406
6. **Avon:** 80 Stockwell Drive; Avon, MA 02322
7. **Cypress:** 20502 Hempstead Road; Houston, TX 77065
8. **Tuckwila:** 17651 Southcenter Parkway; Tuckwila, WA 98188

Figures 1 through 8 provide aerial location exhibits for each of the eight studied Floor & Decor stores. At each of the eight stores, Kimley-Horn staff collected weekday parking and trip generation data between Tuesday, November 29, 2022 and Tuesday, December 13, 2022. The weekday parking and trip generation data was collected from 7:00 AM to 9:30 AM and from 4:00 PM to 7:00 PM. Also, parking data collection was collected at the eight stores on either Saturday, December 3, 2022 or Saturday, December 10, 2022 from 11:00 AM to 2:00 PM. According to Floor & Decor, the stores do not typically experience seasonal variations in patronage levels and sales. Therefore, the data collection is anticipated to represent typical store conditions.

In order to conduct the trip generation data collection, a Kimley-Horn staff member stood near the entrance to the Floor & Decor store and observed the parking lot. When a vehicle entered the parking lot and a person or a group of people got out of a vehicle and entered the Floor & Decor store or customer pickup area, this was counted as one inbound vehicle trip. When a person or group of people exiting the Floor & Decor store or customer pickup area got into a vehicle and exited the parking lot, this was counted as one outbound vehicle trip. This trip generation data collection method was used recognizing that several of the studied Floor & Decor stores are within shopping centers having multiple tenants, and this was the most efficient way to isolate trips specifically destined to/from the studied Floor & Decor stores. It should be noted that truck delivery trips to/from the rears/sides of the stores were not quantified as these trips are minimal, especially during peak hours. Also, there are customer pickup areas at the rear of two of the stores (North Charleston and Cypress) that are not visible from the main entrance. Trips to/from these two customer pickup areas were not quantified as they are thought to be minimal. Trips to/from the other six customer pickup areas are visible from the main entrance and were included in the trip counts.

Appendix A contains samples of the data collection worksheets used at the eight stores in which data was collected. The parking data collected at each of the eight stores is included in **Appendix B**, and the trip generation data is included in **Appendix C**.



FLOOR & DECOR PARKING
AND TRIP GENERATION STUDY

DORAL STORE:
2525 NW 82ND AVE,
DORAL, FL 33122

FIGURE 1



FLOOR & DECOR PARKING
AND TRIP GENERATION STUDY

ALEXANDRIA STORE:
4607 EISENHOWER AVE
ALEXANDRIA, VA 22304

FIGURE 2



FLOOR & DECOR PARKING
AND TRIP GENERATION STUDY

POMPANO BEACH STORE:
1914 W ATLANTIC BLVD
POMPANO BEACH, FL 33069

FIGURE 3



FLOOR & DECOR PARKING
AND TRIP GENERATION STUDY

FARMINGDALE STORE:
1002 BROAD HOLLOW RD
FARMINGDALE, NY 11735

FIGURE 4





FLOOR & DECOR PARKING
AND TRIP GENERATION STUDY

AVON STORE:
80 STOCKWELL DR
AVON, MA 02322

FIGURE 6



FLOOR & DECOR PARKING
AND TRIP GENERATION STUDY

CYPRESS STORE:
20502 HEMPSTEAD RD
HOUSTON, TX 77065

FIGURE 7



Results of Parking Data Collection

Table 1 presents the results of the parking data collection. As shown in Table 1, the maximum parking rate in spaces per 1,000 square feet of gross leasable area occurred during the Saturday data collection for all but two stores. The Saturday peak parking rates varied from 0.40 spaces per 1,000 square feet in North Charleston, South Carolina, (the lowest Saturday rate) to 0.90 spaces per 1,000 square feet in Doral, Florida (the highest Saturday rate). The average weekday AM peak parking rate for the eight stores was 0.45 spaces per 1,000 square feet. The average weekday PM peak parking rate was 0.43 spaces per 1,000 square feet. The average Saturday peak parking rate was 0.59 spaces per 1,000 square feet.

Results of Trip Generation Data Collection

Table 2 presents the results of the trip generation data collection. As shown in Table 2, the Tuckwila, Washington store experienced the lowest AM peak hour trip generation rate, and the Avon, Massachusetts store experienced the lowest PM peak hour trip generation rate. The Cypress, Texas store experienced the highest AM peak hour trip generation rate, and the Alexandria, Virginia store experienced the highest PM peak hour trip generation rate. The average AM peak hour trip generation rate for the eight stores was 0.76 trips per 1,000 square feet (53 percent inbound, 47 percent outbound). The average PM peak hour trip generation rate was 0.66 trips per 1,000 square feet (46 percent inbound, 54 percent outbound).

Table 1: Peak Parking Counts and Rates

Store Location and Size	Date in 2022	Time Period	Peak Time	Maximum Number of Occupied Spaces Counted	Parking Rate (spaces per 1,000 SF GLA)
Doral, FL 89,240 GLA	Thur, Dec 1	Weekday AM	9:30 AM	42	0.47
	Wed, Nov 30	Weekday PM	4:00 PM	47	0.53
	Sat, Dec 3	Saturday Midday	1:30 PM	80	0.90
Alexandria, VA 93,398 GLA	Tues, Nov 29	Weekday AM	9:30 AM	56	0.60
	Tues, Nov 29	Weekday PM	4:15 PM	49	0.52
	Sat, Dec 3	Saturday Midday	1:00 PM	76	0.81
Pompano Beach, FL 86,610 GLA	Wed, Nov 30	Weekday AM	9:00 AM	40	0.46
	Wed, Nov 30	Weekday PM	4:00 PM	37	0.43
	Sat, Dec 3	Saturday Midday	12:15 PM	49	0.57
Farmingdale, NY 80,000 GLA	Wed, Nov 30	Weekday AM	9:00 AM, 9:15 AM	34	0.43
	Wed, Nov 30	Weekday PM	5:00 PM	30	0.38
	Sat, Dec 3	Saturday Midday	12:45 PM	50	0.63
North Charleston, SC 75,000 GLA	Tues, Dec 6	Weekday AM	9:15 AM	37	0.49
	Tues, Dec 6	Weekday PM	4:00 PM	31	0.41
	Sat, Dec 3	Saturday Midday	2:00 PM	30	0.40
Avon, MA 84,887 GLA	Tues, Dec 6	Weekday AM	8:45 AM	39	0.46
	Tues, Dec 6	Weekday PM	4:30 PM	40	0.47
	Sat, Dec 10	Saturday Midday	11:00 AM, 11:15 AM	38	0.45
Cypress, TX 74,880 GLA	Wed, Dec 7	Weekday AM	8:45 AM, 9:30 AM	31	0.41
	Wed, Dec 7	Weekday PM	4:00 PM	27	0.36
	Sat, Dec 10	Saturday Midday	1:30 PM	39	0.52
Tuckwila, WA 90,359 GLA	Thur, Dec 8	Weekday AM	9:30 AM	28	0.31
	Tues, Dec 13	Weekday PM	5:15 PM, 5:30 PM	32	0.35
	Sat, Dec 10	Saturday Midday	1:45 PM, 2:00 PM	39	0.43
Average weekday AM peak parking rate of all eight stores:					0.45
Average weekday PM peak parking rate of all eight stores:					0.43
Average Saturday midday peak parking rate of all eight stores:					0.59

Table 2: Peak Hour Trip Generation Summary

Store Location and Size	Date in 2022	Time Period	Peak Hour	Inbound Trips	Outbound Trips	Total Trips	Trip Generation Rate (Trips per 1,000 SF GLA)	Inbound Trip Percentage	Outbound Trip Percentage
Doral, FL 89,240 GLA	Thur, Dec 1	Weekday AM	7:45 AM to 8:45 AM	32	27	59	0.66	54%	46%
	Wed, Nov 30	Weekday PM	4:00 PM to 5:00 PM	28	34	62	0.69	45%	55%
Alexandria, VA 93,398 GLA	Tues, Nov 29	Weekday AM	8:30 AM to 9:30 AM	39	39	78	0.84	50%	50%
	Tues, Nov 29	Weekday PM	4:00 PM to 5:00 PM	38	42	80	0.86	48%	52%
Pompano Beach, FL 86,610 GLA	Wed, Nov 30	Weekday AM	8:00 AM to 9:00 AM	42	41	83	0.96	51%	49%
	Wed, Nov 30	Weekday PM	4:15 PM to 5:15 PM	34	30	64	0.74	53%	47%
Farmingdale, NY 80,000 GLA	Wed, Nov 30	Weekday AM	8:30 AM to 9:30 AM	30	27	57	0.71	53%	47%
	Wed, Nov 30	Weekday PM	5:30 PM to 6:30 PM	23	19	42	0.53	55%	45%
North Charleston, SC 75,000 GLA	Tues, Dec 6	Weekday AM	8:30 AM to 9:30 AM	30	24	54	0.72	56%	44%
	Tues, Dec 6	Weekday PM	4:00 PM to 5:00 PM	22	29	51	0.68	43%	57%
Avon, MA 84,887 GLA	Tues, Dec 6	Weekday AM	8:30 AM to 9:30 AM	31	26	57	0.67	54%	46%
	Tues, Dec 6	Weekday PM	4:00 PM to 5:00 PM	19	23	42	0.49	45%	55%
Cypress, TX 74,880 GLA	Wed, Dec 7	Weekday AM	8:30 AM to 9:30 AM	38	35	73	0.97	52%	48%
	Wed, Dec 7	Weekday PM	4:00 PM to 5:00 PM	18	29	47	0.63	38%	62%
Tuckwila, WA 90,359 GLA	Thur, Dec 8	Weekday AM	8:30 AM to 9:30 AM	27	20	47	0.52	57%	43%
	Tues, Dec 13	Weekday PM	5:00 PM to 6:00 PM	27	34	61	0.68	44%	56%
Average AM peak hour trip generation rate of all eight stores and inbound/outbound percentage							0.76	(53% in, 47% out)	
Average PM peak hour trip generation rate of all eight stores and inbound/outbound percentage							0.66	(46% in, 54% out)	

Summary

Table 3 presents the average weekday AM and PM peak parking and trip generation rates as well as the average Saturday peak parking rate for the eight stores. **Table 4** presents the highest weekday AM and PM parking and trip generation rates observed as well as the highest Saturday parking rate observed for the eight stores.

Table 3: Average Parking and Trip Generation Rates

Time Period	Average Peak Parking Rate (Occupied Spaces per 1,000 SF GLA)	Average Peak Hour Trip Generation Rate (Trips Per Hour Per 1,000 SF GLA)	Average Peak Hour Inbound Trip Percentage	Average Peak Hour Outbound Trip Percentage
AM Peak	0.45	0.76	53%	47%
PM Peak	0.43	0.66	46%	54%
Saturday Peak	0.59	-		

Table 4: Highest Parking and Trip Generation Rates

Time Period	Highest Parking Rate (Occupied Spaces per 1,000 SF GLA)	Location of Store with Highest Parking Rate	Highest Trip Generation Rate (Trips Per Hour Per 1,000 SF GLA)	Location of Store with Highest Trip Generation Rate	Inbound Trip Percentage at Store with Highest Trip Generation	Outbound Trip Percentage at Store with Highest Trip Generation
AM Peak	0.60	Alexandria	0.97	Cypress	52%	48%
PM Peak	0.53	Doral	0.86	Alexandria	50%	50%
Saturday Peak	0.90	Doral	-			

Trip and Parking Rate Comparisons

As mentioned previously, in order to determine the trip generation and required parking for a proposed Floor & Decor store, municipalities have historically used parking and trip generation rates that are based on studies for more traditional commercial retail stores. **Table 5** shows the average weekday AM and PM peak hour trip generation rates for similar land uses based on data published by the Institute of Transportation Engineers (ITE) in *Trip Generation, 11th Edition*. As shown in Table 5, the average weekday peak hour trip generation rates calculated for Floor & Decor in this study are significantly lower than the average weekday peak hour trip generation rates published by ITE for a Shopping Plaza or a Home Improvement Superstore.

Table 5: Trip Generation Rate Comparison

Time Period	Average Peak Hour Trip Generation Rate (Trips Per Hour Per 1,000 SF GLA)		
	Floor & Decor (From This Study)	Shopping Plaza (40-150k) (ITE Land Use 821)	Home Improvement Superstore (ITE Land Use 862)
Weekday AM Peak	0.76	1.73	1.51
Weekday PM Peak	0.66	5.19	2.29

Table 6 shows the weekday and Saturday peak parking rates for similar land uses based on data published by ITE in *Parking Generation, 5th Edition*. As shown in Table 6, the average parking rates calculated for Floor & Decor in this study are significantly lower than the average parking rates published by ITE for a Shopping Center or a Home Improvement Superstore. Note that the Shopping Plaza (40-150k) category (Land Use 821) was shown in Table 5, as that category of shopping is consistent with the size of Floor & Decor stores. The Shopping Center (Land Use 820) category was shown in Table 6 because ITE does not separate the Shopping Center use into specific square footage categories in the Parking Generation Manual as they do in the Trip Generation Manual.

Table 6: Parking Rate Comparison

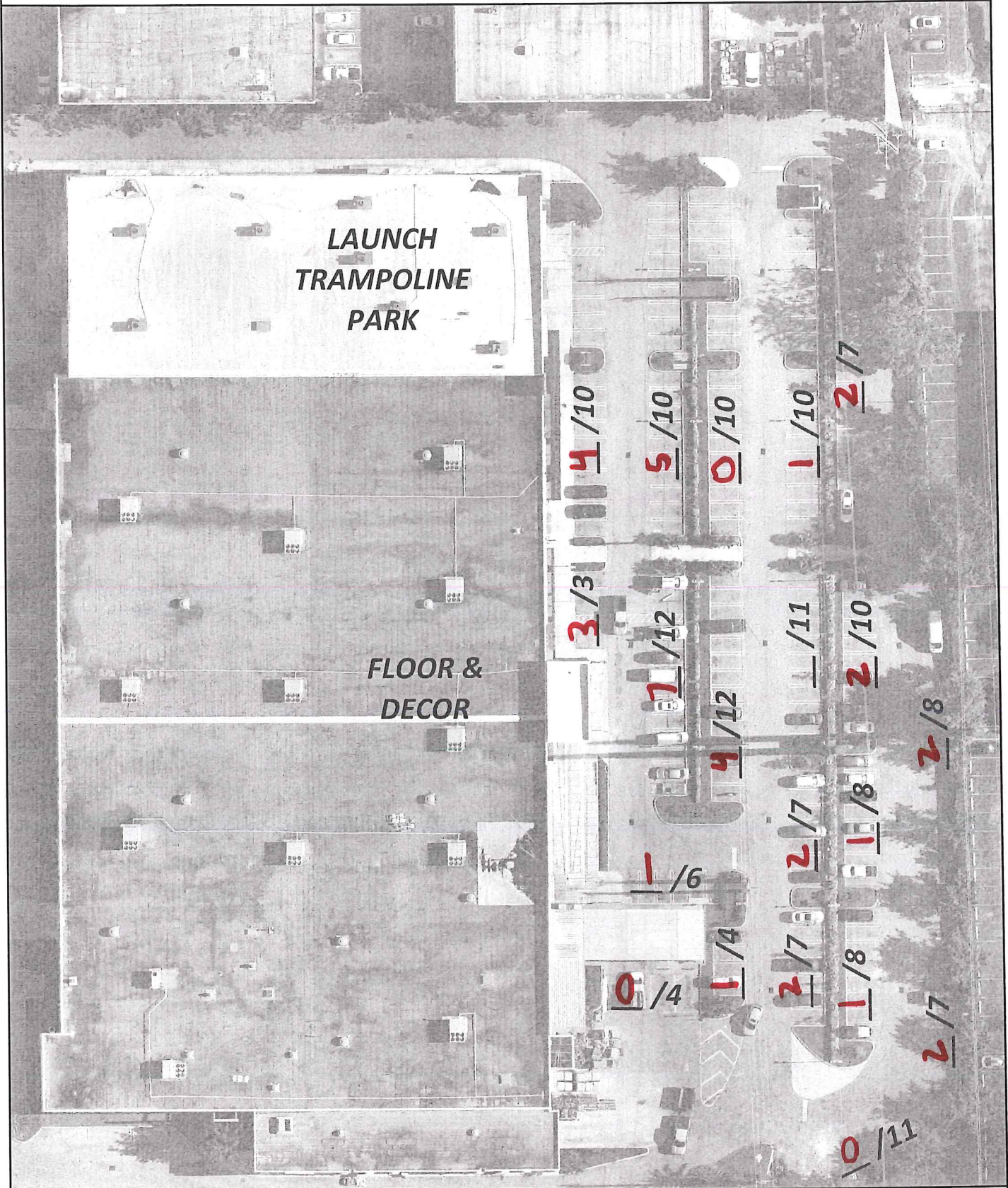
Time Period	Average Peak Parking Rate (Parked Vehicles Per 1,000 SF GLA)		
	Floor & Decor (From This Study)	Shopping Center (ITE Land Use 820)	Home Improvement Superstore (ITE Land Use 862)
Weekday	0.45	1.95	2.42*
Saturday	0.59	2.91	3.36

*Friday Parking Rate Shown (Only Weekday Listed in ITE)

Appendix A:

Sample Parking and Trip Generation Data Collection Sheets

DATE: 11/30/2022
TIME PERIOD: 4:15 pm
DATA COLLECTOR: Alexa Tootle



FLOOR & DECOR	2525 NW 82ND AVE, DORAL, FL 33122	PARKING DATA COLLECTION
---------------	--------------------------------------	----------------------------

Location Floor 3 Decor Doral

Date 12/1/22

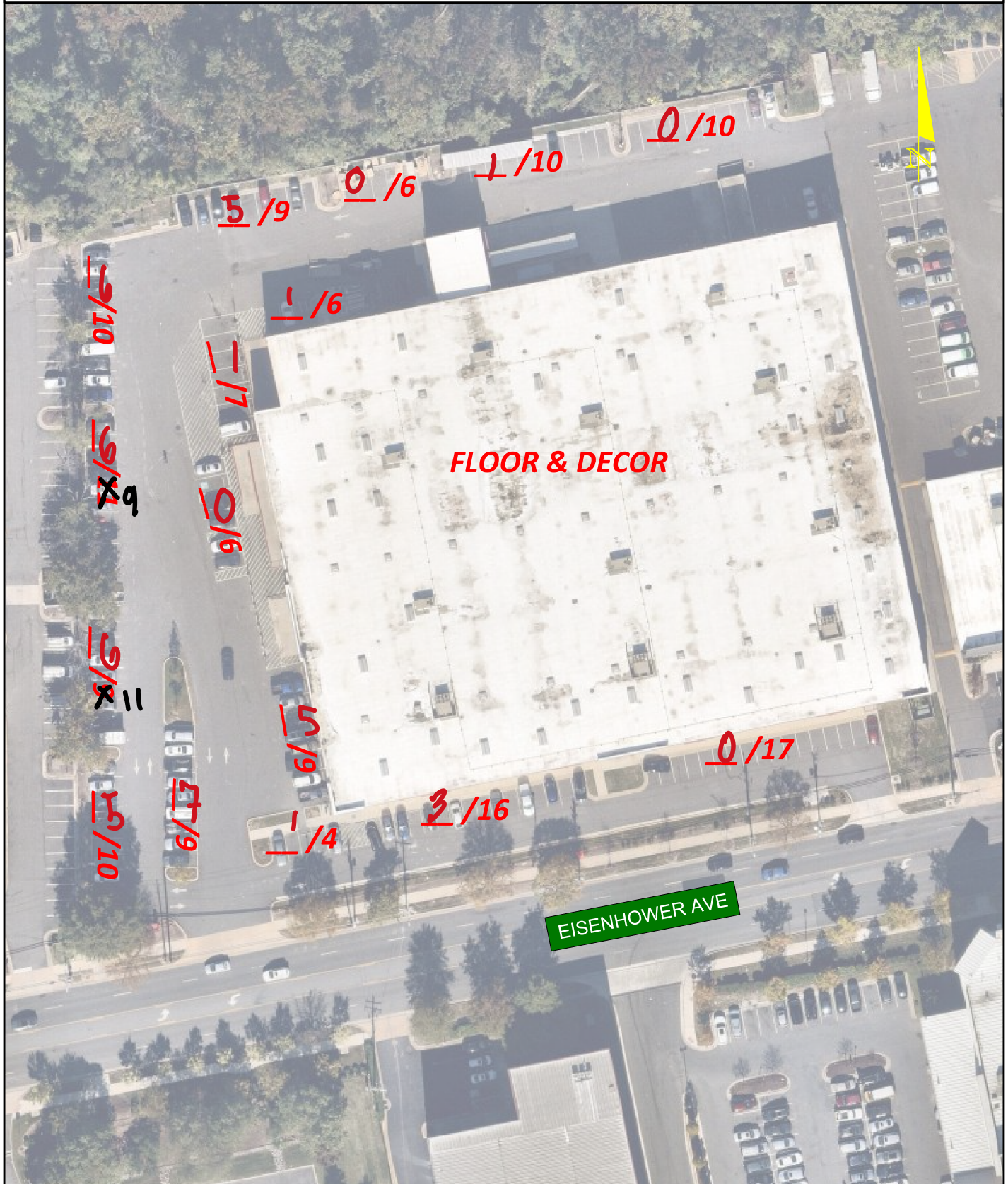
Analyst Christian Perez

Time		Inbound Vehicle Trips	Outbound Vehicle Trips
From	To		
7:00 AM	7:15 AM	11 2	1 1
7:15 AM	7:30 AM	6	1 1
7:30 AM	7:45 AM	3	6
7:45 AM	8:00 AM	9	4
8:00 AM	8:15 AM	- 10	5
8:15 AM	8:30 AM	- 7	- 12
8:30 AM	8:45 AM	6	6
8:45 AM	9:00 AM	5	3
9:00 AM	9:15 AM	- 9	- 11
9:15 AM	9:30 AM	- 11	4

= 68

= 53

DATE: 11/29/22
TIME PERIOD: 4:00 - 4:15 pm
DATA COLLECTOR: Adam O'Neill



FLOOR & DECOR

4607 EISENHOWER AVE
ALEXANDRIA, VA 22304

PARKING DATA
COLLECTION

Location Alexandria

Date 11/29/2022

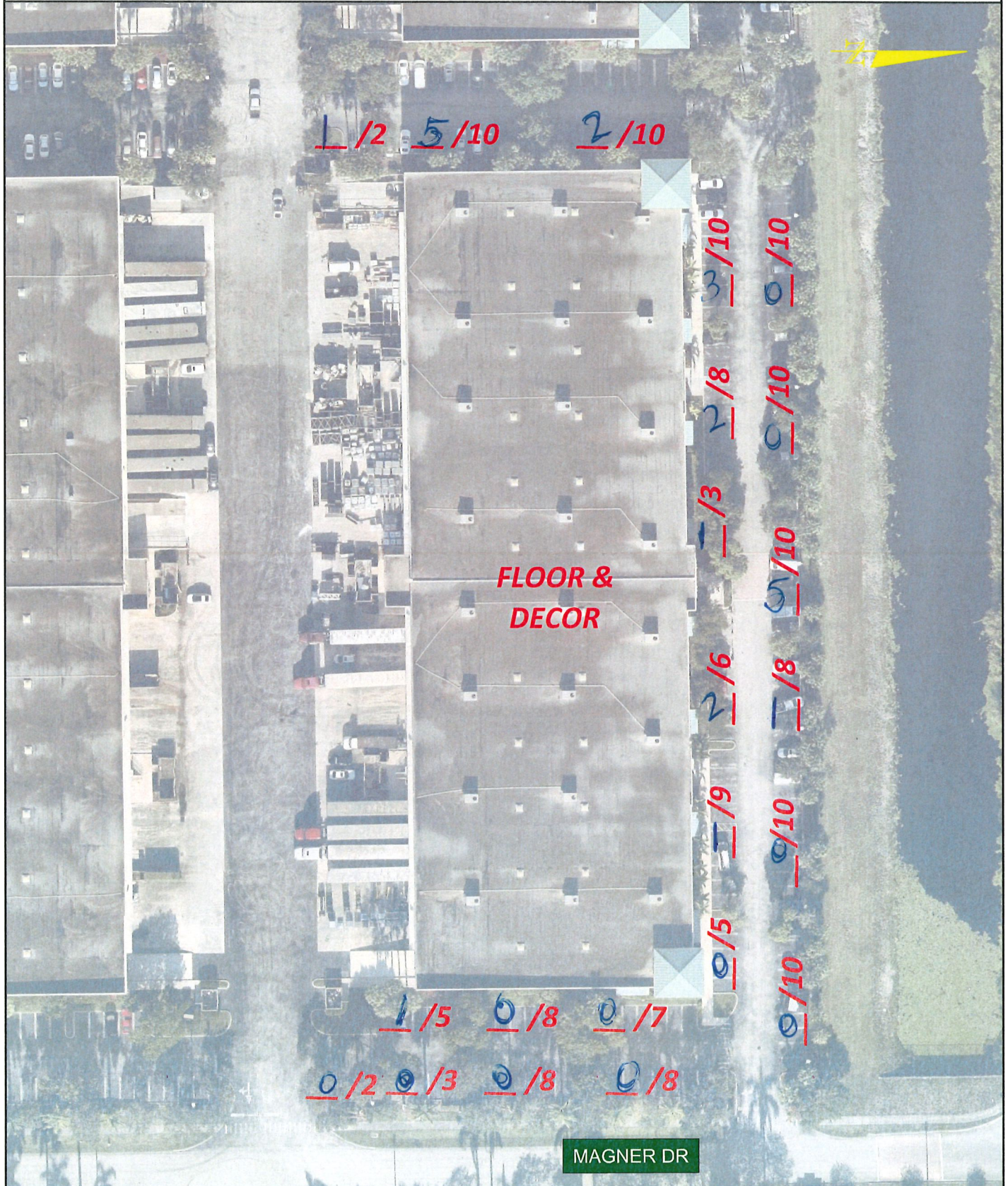
Analyst Josie Nolan

Time		Inbound Vehicle Trips	Outbound Vehicle Trips
From	To		
7:00 AM	7:15 AM		
7:15 AM	7:30 AM		
7:30 AM	7:45 AM		
7:45 AM	8:00 AM		
8:00 AM	8:15 AM		
8:15 AM	8:30 AM		
8:30 AM	8:45 AM		
8:45 AM	9:00 AM		
9:00 AM	9:15 AM		
9:15 AM	9:30 AM		

DATE: 11 / 30 / 2022

TIME PERIOD: 5:45

DATA COLLECTOR: Alex Beigelman



FLOOR & DECOR

1914 W ATLANTIC BLVD
POMPAHO BEACH, FL 33069

PARKING DATA
COLLECTION

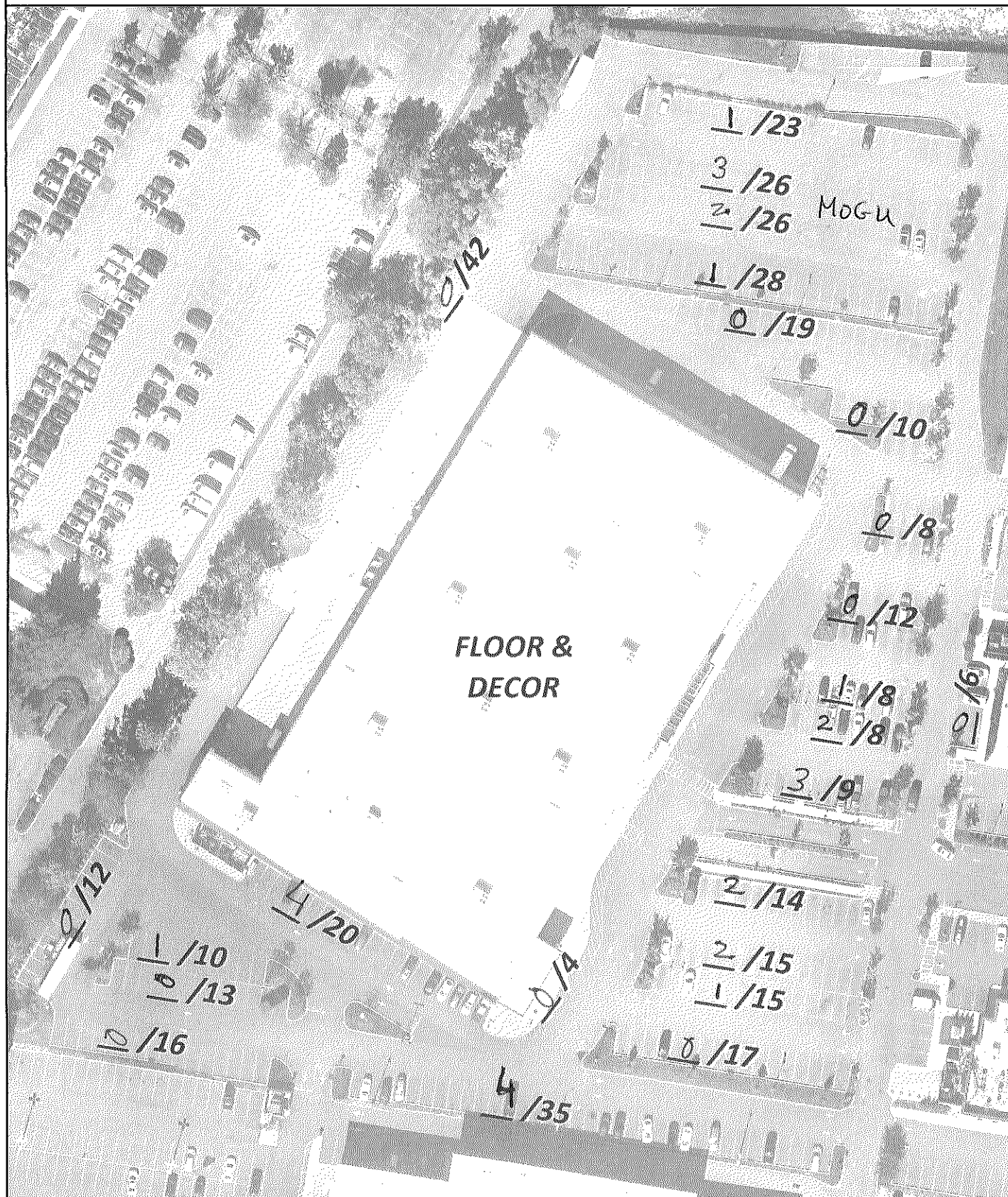
Location 1914 W Atlantic Blvd, Pompano Beach, FL 33069

Date 11/30/2022

Analyst Victoria Rodriguez

Time		Inbound Vehicle Trips	Outbound Vehicle Trips
From	To		
7:00 AM	7:15 AM		
7:15 AM	7:30 AM		
7:30 AM	7:45 AM		
7:45 AM	8:00 AM		
8:00 AM	8:15 AM		
8:15 AM	8:30 AM		
8:30 AM	8:45 AM		
8:45 AM	9:00 AM		
9:00 AM	9:15 AM		
9:15 AM	9:30 AM		

DATE: 11-30-22
TIME PERIOD: 5:15-5:30
DATA COLLECTOR: Dylan Alaner



FLOOR & DECOR

1002 BROAD HOLLOW RD
FARMINGDALE, NY 11735

PARKING DATA
COLLECTION

Location FARMING DALE

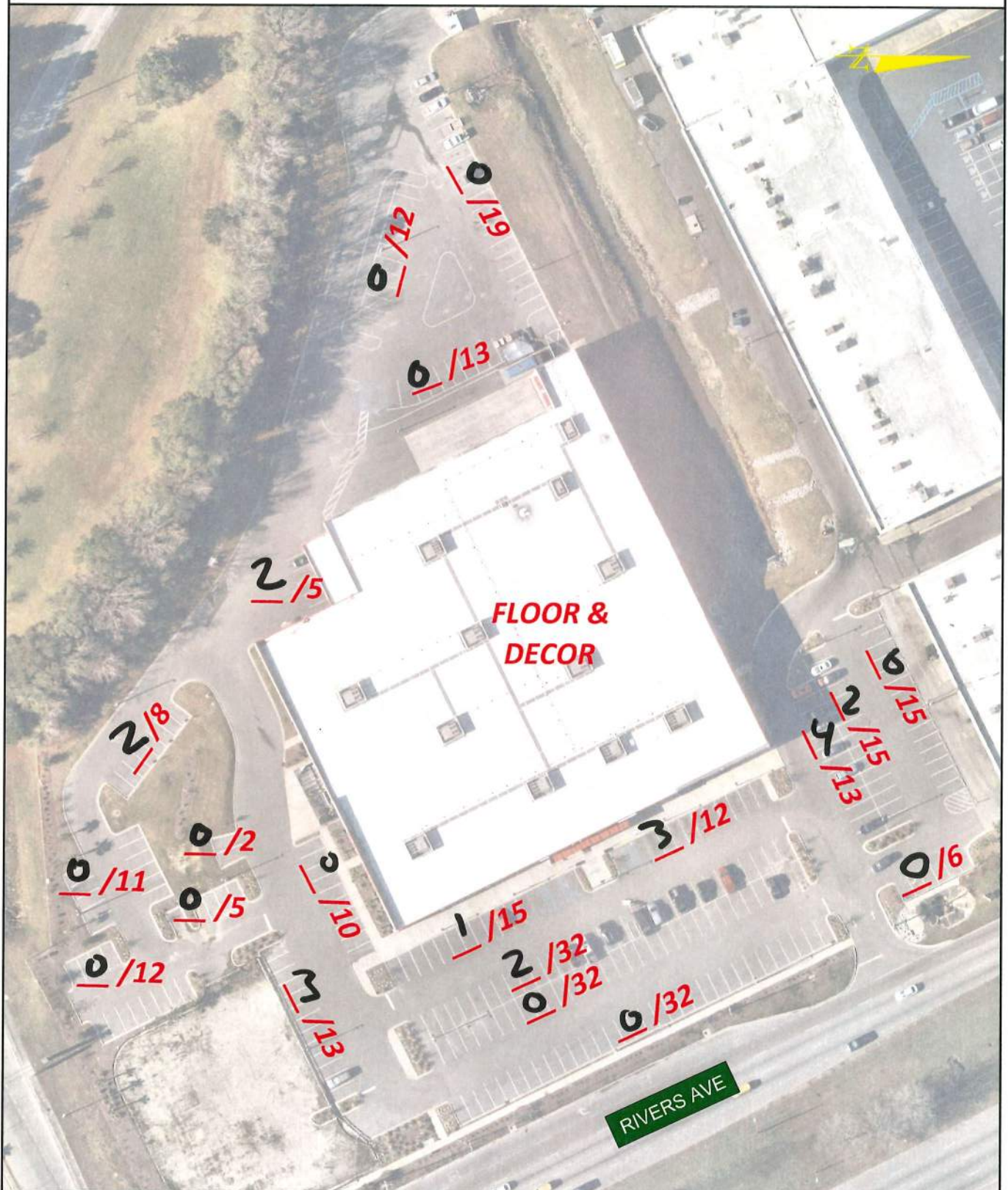
Date 11/30

Analyst DORIN BALAN

T = TRUCK

Time		Inbound Vehicle Trips	Outbound Vehicle Trips
From	To		
7:00 AM	7:15 AM		
7:15 AM	7:30 AM		
7:30 AM	7:45 AM	 	I
7:45 AM	8:00 AM	 T 	
8:00 AM	8:15 AM		
8:15 AM	8:30 AM	 I	 I
8:30 AM	8:45 AM	 	
8:45 AM	9:00 AM	 	
9:00 AM	9:15 AM	 	
9:15 AM	9:30 AM	 	

DATE: 12/6/2022
TIME PERIOD: 4:45 PM
DATA COLLECTOR: Dalton Smith



FLOOR & DECOR

6029 RIVERS AVE
CHARLESTON, SC 29406

PARKING DATA
COLLECTION

6029
Rivers Ave

1 = employee
likely

Location Floor & Decor N. Charleston

Date 12/6/22

Analyst L&K

Time		Inbound Vehicle Trips	Outbound Vehicle Trips
From	To		
7:00 AM	7:15 AM	10	2
7:15 AM	7:30 AM	4	5
7:30 AM	7:45 AM	5	4
7:45 AM	8:00 AM	4	4
8:00 AM	8:15 AM	5	5
8:15 AM	8:30 AM	4	2
8:30 AM	8:45 AM	9	6
8:45 AM	9:00 AM	5	4
9:00 AM	9:15 AM	8	5
9:15 AM	9:30 AM	8	9

DATE: 12/6/2022
TIME PERIOD: 8:45 - 9:00
DATA COLLECTOR: Xavier Ritter



FLOOR & DECOR

80 STOCKWELL DR
AVON, MA 02322

PARKING DATA
COLLECTION

Location 80 Stockwell Dr., Avon, MA 01322

Date 12/6/22

Analyst Russell Orlick

Time		Inbound Vehicle Trips	Outbound Vehicle Trips
From	To		
7:00 AM	7:15 AM		
7:15 AM	7:30 AM		
7:30 AM	7:45 AM	 	
7:45 AM	8:00 AM		
8:00 AM	8:15 AM		
8:15 AM	8:30 AM		
8:30 AM	8:45 AM	 	
8:45 AM	9:00 AM	 	
9:00 AM	9:15 AM	 	
9:15 AM	9:30 AM	 	

DATE: 12/7/22
TIME PERIOD: 4:45 PM
DATA COLLECTOR: KLN



FLOOR & DECOR	20502 HEMPSTEAD RD HOUSTON, TX 77065	PARKING DATA COLLECTION
---------------	---	----------------------------

Location 20502 Hempstead Rd.

Date 12/7/22

Analyst Victoric Baltazar

Time		Inbound Vehicle Trips	Outbound Vehicle Trips
From	To		
7:00 AM	7:15 AM		
7:15 AM	7:30 AM		
7:30 AM	7:45 AM		
7:45 AM	8:00 AM		
8:00 AM	8:15 AM		
8:15 AM	8:30 AM		
8:30 AM	8:45 AM		
8:45 AM	9:00 AM		
9:00 AM	9:15 AM		
9:15 AM	9:30 AM		

DATE: 12/13/2022
TIME PERIOD: 5:30 - 5:45 PM
DATA COLLECTOR: J. MILLER



FLOOR & DECOR

17651 SOUTHCENTER PKWY
TUCKWILA, WA 98188

PARKING DATA
COLLECTION

Location 17651 Southcenter Pkwy - Floor&Decor

Date 12-08-2022

Analyst Rodrigo Teran

Time		Inbound Vehicle Trips	Outbound Vehicle Trips
From	To		
7:00 AM	7:15 AM	3	1
7:15 AM	7:30 AM	6	3
7:30 AM	7:45 AM	4	2
7:45 AM	8:00 AM	3	2
8:00 AM	8:15 AM	9	6
8:15 AM	8:30 AM	6	6
8:30 AM	8:45 AM	5	6
8:45 AM	9:00 AM	3	3
9:00 AM	9:15 AM	5	5
9:15 AM	9:30 AM	14	6

Appendix B:

Parking Data Collection

Location: Doral, FL

Weekday AM Parking Data	
Thursday, December 1, 2022	
Time	Total Parked Vehicles
7:00 AM	17
7:15 AM	19
7:30 AM	21
7:45 AM	20
8:00 AM	28
8:15 AM	24
8:30 AM	30
8:45 AM	30
9:00 AM	35
9:15 AM	37
9:30 AM	42

Weekday PM Parking Data	
Wednesday, November 30, 2022	
Time	Total Parked Vehicles
4:00 PM	47
4:15 PM	40
4:30 PM	37
4:45 PM	42
5:00 PM	39
5:15 PM	30
5:30 PM	26
5:45 PM	23
6:00 PM	19
6:15 PM	25
6:30 PM	26
6:45 PM	26
7:00 PM	19

Saturday Midday Parking Data	
Saturday, December 3, 2022	
Time	Total Parked Vehicles
11:00 AM	54
11:15 AM	59
11:30 AM	61
11:45 AM	68
12:00 PM	60
12:15 PM	60
12:30 PM	66
12:45 PM	71
1:00 PM	73
1:15 PM	77
1:30 PM	80
1:45 PM	73

Location: Alexandria, VA

Weekday AM Parking Data	
Tuesday, November 29, 2022	
Time	Total Parked Vehicles
7:00 AM	26
7:15 AM	32
7:30 AM	29
7:45 AM	37
8:00 AM	31
8:15 AM	37
8:30 AM	43
8:45 AM	39
9:00 AM	47
9:15 AM	53
9:30 AM	56

Weekday PM Parking Data	
Tuesday, November 29, 2022	
Time	Total Parked Vehicles
4:00 PM	47
4:15 PM	49
4:30 PM	45
4:45 PM	45
5:00 PM	42
5:15 PM	35
5:30 PM	33
5:45 PM	38
6:00 PM	33
6:15 PM	27
6:30 PM	29
6:45 PM	21
7:00 PM	17

Saturday Midday Parking Data	
Saturday, December 3, 2022	
Time	Total Parked Vehicles
11:00 AM	59
11:15 AM	62
11:30 AM	57
11:45 AM	63
12:00 PM	55
12:15 PM	62
12:30 PM	68
12:45 PM	66
1:00 PM	76
1:15 PM	69
1:30 PM	69
1:45 PM	64
2:00 PM	62

Location: Pompano Beach, FL

Weekday AM Parking Data	
Wednesday, November 30, 2022	
Time	Total Parked Vehicles
7:00 AM	12
7:15 AM	10
7:30 AM	11
7:45 AM	24
8:00 AM	29
8:15 AM	31
8:30 AM	31
8:45 AM	36
9:00 AM	40
9:15 AM	39

Weekday PM Parking Data	
Wednesday, November 30, 2022	
Time	Total Parked Vehicles
4:00 PM	37
4:15 PM	34
4:30 PM	35
4:45 PM	36
5:00 PM	31
5:15 PM	28
5:30 PM	23
5:45 PM	24
6:00 PM	24
6:15 PM	28
6:30 PM	24
6:45 PM	17
7:00 PM	14

Saturday Midday Parking Data	
Saturday, December 3, 2022	
Time	Total Parked Vehicles
11:00 AM	39
11:15 AM	41
11:30 AM	47
11:45 AM	48
12:00 PM	48
12:15 PM	49
12:30 PM	45
12:45 PM	45
1:00 PM	45
1:15 PM	44
1:30 PM	42
1:45 PM	36
2:00 PM	43

Location: Farmingdale, NY

Weekday AM Parking Data	
Tuesday, November 29, 2022	
Time	Total Parked Vehicles
7:00 AM	20
7:15 AM	21
7:30 AM	22
7:45 AM	22
8:00 AM	25
8:15 AM	27
8:30 AM	30
8:45 AM	30
9:00 AM	34
9:15 AM	34

Weekday PM Parking Data	
Wednesday, November 30, 2022	
Time	Total Parked Vehicles
4:30 PM	24
4:45 PM	25
5:00 PM	30
5:15 PM	20
5:30 PM	21
5:45 PM	18
6:00 PM	21
6:15 PM	23
6:30 PM	18
6:45 PM	14

Saturday Midday Parking Data	
Saturday, December 3, 2022	
Time	Total Parked Vehicles
11:00 AM	43
11:15 AM	42
11:30 AM	44
11:45 AM	44
12:00 PM	44
12:15 PM	45
12:30 PM	43
12:45 PM	50
1:00 PM	46
1:15 PM	40
1:30 PM	46
1:45 PM	44

Location: North Charleston, SC

Weekday AM Parking Data	
Tuesday, December 6, 2022	
Time	Total Parked Vehicles
7:00 AM	13
7:15 AM	19
7:30 AM	17
7:45 AM	19
8:00 AM	22
8:15 AM	22
8:30 AM	26
8:45 AM	26
9:00 AM	28
9:15 AM	37
9:30 AM	35

Weekday PM Parking Data	
Tuesday, December 6, 2022	
Time	Total Parked Vehicles
4:00 PM	31
4:15 PM	25
4:30 PM	22
4:45 PM	19
5:00 PM	21
5:15 PM	21
5:30 PM	17
5:45 PM	13
6:00 PM	10
6:15 PM	13
6:30 PM	13
6:45 PM	15
7:00 PM	12

Saturday Midday Parking Data	
Saturday, December 3, 2022	
Time	Total Parked Vehicles
11:00 AM	27
11:15 AM	26
11:30 AM	24
11:45 AM	23
12:00 PM	25
12:15 PM	23
12:30 PM	24
12:45 PM	22
1:00 PM	25
1:15 PM	25
1:30 PM	23
1:45 PM	29
2:00 PM	30

Location: Avon, MA

Weekday AM Parking Data	
Tuesday, December 6, 2022	
Time	Total Parked Vehicles
7:00 AM	22
7:15 AM	25
7:30 AM	28
7:45 AM	27
8:00 AM	29
8:15 AM	30
8:30 AM	38
8:45 AM	39
9:00 AM	38
9:15 AM	36

Weekday PM Parking Data	
Tuesday, December 6, 2022	
Time	Total Parked Vehicles
4:00 PM	34
4:15 PM	35
4:30 PM	40
4:45 PM	31
5:00 PM	28
5:15 PM	29
5:30 PM	27
5:45 PM	29
6:00 PM	29
6:15 PM	30
6:30 PM	26
6:45 PM	29

Saturday Midday Parking Data	
Saturday, December 10, 2022	
Time	Total Parked Vehicles
11:00 AM	38
11:15 AM	38
11:30 AM	35
11:45 AM	31
12:00 PM	28
12:15 PM	30
12:30 PM	30
12:45 PM	35
1:00 PM	34
1:15 PM	37
1:30 PM	36
1:45 PM	34

Location: Cypress, TX

Weekday AM Parking Data	
Wednesday, December 7, 2022	
Time	Total Parked Vehicles
7:00 AM	18
7:15 AM	18
7:30 AM	16
7:45 AM	20
8:00 AM	23
8:15 AM	24
8:30 AM	26
8:45 AM	31
9:00 AM	25
9:15 AM	30
9:30 AM	31

Weekday PM Parking Data	
Wednesday, December 7, 2022	
Time	Total Parked Vehicles
4:00 PM	27
4:15 PM	19
4:30 PM	17
4:45 PM	15
5:00 PM	17
5:15 PM	17
5:30 PM	15
5:45 PM	16
6:00 PM	13
6:15 PM	17
6:30 PM	18
6:45 PM	17
7:00 PM	12

Saturday Midday Parking Data	
Saturday, December 10, 2022	
Time	Total Parked Vehicles
11:00 AM	26
11:15 AM	25
11:30 AM	25
11:45 AM	29
12:00 PM	25
12:15 PM	27
12:30 PM	26
12:45 PM	27
1:00 PM	31
1:15 PM	37
1:30 PM	39
1:45 PM	32
2:00 PM	28

Location: Tuckwila, WA

Weekday AM Parking Data	
Thursday, December 8, 2022	
Time	Total Parked Vehicles
7:00 AM	7
7:15 AM	12
7:30 AM	14
7:45 AM	16
8:00 AM	16
8:15 AM	22
8:30 AM	18
8:45 AM	20
9:00 AM	18
9:15 AM	22
9:30 AM	28

Weekday PM Parking Data	
Tuesday, December 13, 2022	
Time	Total Parked Vehicles
4:00 PM	22
4:15 PM	23
4:30 PM	25
4:45 PM	25
5:00 PM	27
5:15 PM	32
5:30 PM	32
5:45 PM	26
6:00 PM	26
6:15 PM	19
6:30 PM	18
6:45 PM	19
7:00 PM	13

Saturday Midday Parking Data	
Saturday, December 10, 2022	
Time	Total Parked Vehicles
11:00 AM	37
11:15 AM	36
11:30 AM	31
11:45 AM	29
12:00 PM	30
12:15 PM	28
12:30 PM	32
12:45 PM	29
1:00 PM	30
1:15 PM	33
1:30 PM	35
1:45 PM	39
2:00 PM	39

Appendix C:

Trip Generation Data Collection

Location: Doral, FL

Weekday AM Trip Generation				
Thursday, December 1, 2022				
From	To	Inbound Trips	Outbound Trips	Total Trips
7:00 AM	7:15 AM	2	1	3
7:15 AM	7:30 AM	6	1	7
7:30 AM	7:45 AM	3	6	9
7:45 AM	8:00 AM	9	4	13
8:00 AM	8:15 AM	10	5	15
8:15 AM	8:30 AM	7	12	19
8:30 AM	8:45 AM	6	6	12
8:45 AM	9:00 AM	5	3	8
9:00 AM	9:15 AM	9	11	20
9:15 AM	9:30 AM	11	4	15

Weekday PM Trip Generation				
Wednesday, November 30, 2022				
From	To	Inbound Trips	Outbound Trips	Total Trips
4:00 PM	4:15 PM	8	8	16
4:15 PM	4:30 PM	4	8	12
4:30 PM	4:45 PM	8	4	12
4:45 PM	5:00 PM	8	14	22
5:00 PM	5:15 PM	5	10	15
5:15 PM	5:30 PM	5	6	11
5:30 PM	5:45 PM	5	7	12
5:45 PM	6:00 PM	5	3	8
6:00 PM	6:15 PM	6	4	10
6:15 PM	6:30 PM	3	3	6
6:30 PM	6:45 PM	5	5	10
6:45 PM	7:00 PM	5	8	13

Location: Alexandria, VA

Weekday AM Trip Generation				
Tuesday, November 29, 2022				
From	To	Inbound Trips	Outbound Trips	Total Trips
7:00 AM	7:15 AM	10	6	16
7:15 AM	7:30 AM	5	7	12
7:30 AM	7:45 AM	11	9	20
7:45 AM	8:00 AM	7	9	16
8:00 AM	8:15 AM	10	7	17
8:15 AM	8:30 AM	7	6	13
8:30 AM	8:45 AM	5	10	15
8:45 AM	9:00 AM	11	9	20
9:00 AM	9:15 AM	12	9	21
9:15 AM	9:30 AM	11	11	22

Total 78 Trips

Weekday PM Trip Generation					Total 80 Trips
Tuesday, November 29, 2022					
From	To	Inbound Trips	Outbound Trips	Total Trips	
4:00 PM	4:15 PM	10	12	22	
4:15 PM	4:30 PM	13	13	26	
4:30 PM	4:45 PM	6	8	14	
4:45 PM	5:00 PM	9	9	18	
5:00 PM	5:15 PM	8	13	21	
5:15 PM	5:30 PM	5	7	12	
5:30 PM	5:45 PM	6	5	11	
5:45 PM	6:00 PM	13	9	22	
6:00 PM	6:15 PM	6	9	15	
6:15 PM	6:30 PM	12	13	25	
6:30 PM	6:45 PM	5	9	14	
6:45 PM	7:00 PM	1	5	6	

Location: Pompano Beach, FL

Weekday AM Trip Generation				
Wednesday, November 30, 2022				
From	To	Inbound Trips	Outbound Trips	Total Trips
7:00 AM	7:15 AM	3	1	4
7:15 AM	7:30 AM	1	1	2
7:30 AM	7:45 AM	2	2	4
7:45 AM	8:00 AM	8	1	9
8:00 AM	8:15 AM	12	9	21
8:15 AM	8:30 AM	8	7	15
8:30 AM	8:45 AM	9	10	19
8:45 AM	9:00 AM	13	15	28
9:00 AM	9:15 AM	11	5	16
9:15 AM	9:30 AM	8	9	17

Weekday PM Trip Generation				
Wednesday, November 30, 2022				
From	To	Inbound Trips	Outbound Trips	Total Trips
4:00 PM	4:15 PM	3	6	9
4:15 PM	4:30 PM	11	7	18
4:30 PM	4:45 PM	12	9	21
4:45 PM	5:00 PM	5	8	13
5:00 PM	5:15 PM	6	6	12
5:15 PM	5:30 PM	4	3	7
5:30 PM	5:45 PM	3	3	6
5:45 PM	6:00 PM	6	6	12
6:00 PM	6:15 PM	7	1	8
6:15 PM	6:30 PM	7	6	13
6:30 PM	6:45 PM	1	6	7
6:45 PM	7:00 PM	3	5	8

Location: Farmingdale, NY

Weekday AM Trip Generation				
Wednesday, November 30, 2022				
From	To	Inbound Trips	Outbound Trips	Total Trips
7:00 AM	7:15 AM	3	0	3
7:15 AM	7:30 AM	0	3	3
7:30 AM	7:45 AM	5	1	6
7:45 AM	8:00 AM	8	3	11
8:00 AM	8:15 AM	4	8	12
8:15 AM	8:30 AM	6	6	12
8:30 AM	8:45 AM	7	3	10
8:45 AM	9:00 AM	10	8	18
9:00 AM	9:15 AM	5	7	12
9:15 AM	9:30 AM	8	9	17

Total 57 Trips

Weekday PM Trip Generation				
Wednesday, November 30, 2022				
From	To	Inbound Trips	Outbound Trips	Total Trips
4:30 PM	4:45 PM	2	3	5
4:45 PM	5:00 PM	2	2	4
5:00 PM	5:15 PM	4	4	8
5:15 PM	5:30 PM	4	3	7
5:30 PM	5:45 PM	7	5	12
5:45 PM	6:00 PM	4	4	8
6:00 PM	6:15 PM	6	2	8
6:15 PM	6:30 PM	6	8	14
6:30 PM	6:45 PM	4	7	11
6:45 PM	7:00 PM	3	5	8

Location: North Charleston, SC

Weekday AM Trip Generation				
Tuesday, December 6, 2022				
From	To	Inbound Trips	Outbound Trips	Total Trips
7:00 AM	7:15 AM	10	2	12
7:15 AM	7:30 AM	4	5	9
7:30 AM	7:45 AM	5	4	9
7:45 AM	8:00 AM	4	4	8
8:00 AM	8:15 AM	5	5	10
8:15 AM	8:30 AM	4	2	6
8:30 AM	8:45 AM	9	6	15
8:45 AM	9:00 AM	5	4	9
9:00 AM	9:15 AM	8	5	13
9:15 AM	9:30 AM	8	9	17

Total 54 Trips

Weekday PM Trip Generation					Total 51 Trips
Tuesday, December 6, 2022					
From	To	Inbound Trips	Outbound Trips	Total Trips	
4:00 PM	4:15 PM	8	10	18	
4:15 PM	4:30 PM	5	5	10	
4:30 PM	4:45 PM	4	9	13	
4:45 PM	5:00 PM	5	5	10	
5:00 PM	5:15 PM	6	6	12	
5:15 PM	5:30 PM	4	3	7	
5:30 PM	5:45 PM	5	6	11	
5:45 PM	6:00 PM	6	7	13	
6:00 PM	6:15 PM	3	1	4	
6:15 PM	6:30 PM	5	1	6	
6:30 PM	6:45 PM	1	2	3	
6:45 PM	7:00 PM	1	6	7	

Location: Avon, MA

Weekday AM Trip Generation				
Tuesday, December 6, 2022				
From	To	Inbound Trips	Outbound Trips	Total Trips
7:00 AM	7:15 AM	3	0	3
7:15 AM	7:30 AM	2	3	5
7:30 AM	7:45 AM	7	2	9
7:45 AM	8:00 AM	4	3	7
8:00 AM	8:15 AM	2	7	9
8:15 AM	8:30 AM	4	2	6
8:30 AM	8:45 AM	12	4	16
8:45 AM	9:00 AM	6	8	14
9:00 AM	9:15 AM	6	10	16
9:15 AM	9:30 AM	7	4	11

Total 57 Trips

Weekday PM Trip Generation				
Tuesday, December 6, 2022				
From	To	Inbound Trips	Outbound Trips	Total Trips
4:00 PM	4:15 PM	2	6	8
4:15 PM	4:30 PM	8	3	11
4:30 PM	4:45 PM	5	7	12
4:45 PM	5:00 PM	0	8	8
5:00 PM	5:15 PM	6	5	11
5:15 PM	5:30 PM	3	4	7
5:30 PM	5:45 PM	3	3	6
5:45 PM	6:00 PM	6	4	10
6:00 PM	6:15 PM	5	6	11
6:15 PM	6:30 PM	1	1	2
6:30 PM	6:45 PM	2	5	7
6:45 PM	7:00 PM	1	6	7

Location: Cypress, TX

Weekday AM Trip Generation				
Wednesday, December 7, 2022				
From	To	Inbound Trips	Outbound Trips	Total Trips
7:00 AM	7:15 AM	4	0	4
7:15 AM	7:30 AM	2	3	5
7:30 AM	7:45 AM	4	1	5
7:45 AM	8:00 AM	5	2	7
8:00 AM	8:15 AM	4	6	10
8:15 AM	8:30 AM	6	3	9
8:30 AM	8:45 AM	6	4	10
8:45 AM	9:00 AM	13	14	27
9:00 AM	9:15 AM	12	5	17
9:15 AM	9:30 AM	7	12	19

Total 73 Trips

Weekday PM Trip Generation					Total 47 Trips
Wednesday, December 7, 2022					
From	To	Inbound Trips	Outbound Trips	Total Trips	
4:00 PM	4:15 PM	5	17	22	
4:15 PM	4:30 PM	6	7	13	
4:30 PM	4:45 PM	2	4	6	
4:45 PM	5:00 PM	5	1	6	
5:00 PM	5:15 PM	3	5	8	
5:15 PM	5:30 PM	6	6	12	
5:30 PM	5:45 PM	4	3	7	
5:45 PM	6:00 PM	4	6	10	
6:00 PM	6:15 PM	5	2	7	
6:15 PM	6:30 PM	2	4	6	
6:30 PM	6:45 PM	3	4	7	
6:45 PM	7:00 PM	1	7	8	

Location: Tuckwila, WA

Weekday AM Trip Generation				
Thursday, December 8, 2022				
From	To	Inbound Trips	Outbound Trips	Total Trips
7:00 AM	7:15 AM	3	1	4
7:15 AM	7:30 AM	6	3	9
7:30 AM	7:45 AM	4	2	6
7:45 AM	8:00 AM	3	2	5
8:00 AM	8:15 AM	9	6	15
8:15 AM	8:30 AM	6	6	12
8:30 AM	8:45 AM	5	6	11
8:45 AM	9:00 AM	3	3	6
9:00 AM	9:15 AM	5	5	10
9:15 AM	9:30 AM	14	6	20

Total 47 Trips

Weekday PM Trip Generation				
Tuesday, December 13, 2022				
From	To	Inbound Trips	Outbound Trips	Total Trips
4:00 PM	4:15 PM	7	7	14
4:15 PM	4:30 PM	3	3	6
4:30 PM	4:45 PM	11	5	16
4:45 PM	5:00 PM	7	3	10
5:00 PM	5:15 PM	5	4	9
5:15 PM	5:30 PM	6	10	16
5:30 PM	5:45 PM	10	12	22
5:45 PM	6:00 PM	6	8	14
6:00 PM	6:15 PM	2	6	8
6:15 PM	6:30 PM	3	8	11
6:30 PM	6:45 PM	6	6	12
6:45 PM	7:00 PM	3	6	9



Comprehensive Sign Plan

PDP Submittal

June 2006 v2.0



General Requirements Building Signage

These criteria have been established for the purpose of maintaining a continuity of quality and aesthetics throughout Chandler Airport Center for the mutual benefit of all tenants, and to comply with the approved Comprehensive Sign Plan for the development, regulations of the City of Chandler Sign Ordinance, building and electrical codes of any governmental authority having jurisdiction. Conformance will be strictly enforced, and any non-compliant sign(s) installed by a Tenant shall be brought into conformance at the sole cost and expense of the Tenant. This criteria is subject to final approval by the City of Chandler as part of a Comprehensive Sign Plan submittal. If a conflict is found to exist between these criteria and the final criteria approved by the City of Chandler, the latter shall prevail.

I. GENERAL REQUIREMENTS

- A. Tenant shall submit or cause to be submitted to Developer, for approval, prior to fabrication, four (4) copies of detailed drawings indicating the location, size, layout, design color, method of illumination, materials, and method of attachment of Tenant's building mounted signage.
- B. Tenant or Tenant's representative shall obtain all required permits for signs and their installation.
- C. All building mounted signs shall be constructed and installed at Tenant's sole expense. All freestanding site signage will be fabricated and installed by Developer's designated sign contractor. Tenant shall provide electronic artwork suitable for production to Developer's sign contractor who will produce Tenant's signage on the site signage. Tenant shall reimburse Developer for all site signage costs in accordance to the terms of their respective lease agreement.
- D. Tenant shall be responsible for the fulfillment of all requirements and specifications, including those of the local municipality.

- E. All signs shall be reviewed for conformance with these criteria and overall design quality. Approval or disapproval of sign submittals based on aesthetics of design shall remain the sole right of Developer or Developer's authorized representative.
- F. Tenant shall be responsible for the installation and maintenance of Tenant's sign. Should Tenant's sign require maintenance or repair, Developer shall give Tenant thirty (30) days written notice to effect said maintenance or repair. Should Tenant fail to do the same, Developer may undertake repairs and Tenant shall reimburse Developer within ten (10) days from receipt of Developer's invoice.
- G. Advertising devices such as attraction boards, posters, banners and flags shall not be permitted except for temporary banners that may be permitted to announce a grand opening or seasonal sale. Temporary banners must be approved in writing by the Developer prior to its installation. Permits, if required by the City of Chandler, shall be obtained prior to installation.

II. SPECIFICATIONS - TENANT BUILDING SIGNAGE

- A. General Specifications
 - 1. No animated, flashing or audible signs shall be permitted.
 - 2. All signs, including temporary signs and their installation shall comply with all City of Chandler building and electrical codes.
 - 3. No exposed raceways, crossovers or conduit shall be permitted whatsoever, unless physical circumstances exist that prohibit the signage to otherwise be installed. In the event such a condition exists, an architectural support element must be designed to blend with the building's architecture and may be utilized as a wireway. The architectural feature shall be no larger than six (6") inches in vertical height and depth. The tenant shall submit complete details of the support element to both the Chandler Airport Center Architectural Review Committee (CACARC) and the City of Chandler for review. All tenant signage shall consist of individual letters and logos installed onto the building's wall surface. Sign cabinets are prohibited except if part of the Tenant's recognized corporate identification program. When a cabinet type sign element is utilized, its shape must be designed as a freeform display or sign element that does not include an illuminated acrylic face. When a cabinet display is required, the tenant shall submit complete details of the cabinet display to both the (CACARC) and the City of Chandler for review. Tenant signage shall not include any background color, material and/or structure used to delineate tenant's signage unless part of the Tenant's recognized corporate identification program. The Developer, CACARC and the City of Chandler shall have the sole and separate discretion in approving and/or varying any provision of these specifications.

4. All cabinets, conductors, transformers and other equipment shall be concealed wherever possible.
5. Temporary signs and banners and painted lettering shall not be permitted except as approved by the Developer and the City of Chandler.
6. Any damage to a wall surface or roof deck resulting from Tenant's sign installation shall be repaired at Tenant's sole cost. Should Tenant fail to do the same, Developer may undertake repairs and Tenant shall reimburse Developer within ten (10) days from receipt of Developer's invoice.
7. Upon removal of any sign by Tenant, any damage to a wall surface and/or architectural element shall be repaired at Tenant's cost. Should Tenant fail to do the same, Developer may undertake repairs and Tenant shall reimburse Developer within ten (10) days from receipt of Developer's invoice.

B. Location of Signs

1. All signs or devices advertising an individual use, business or building shall be attached to the building at the location directed and authorized by the Developer.

III. DESIGN REQUIREMENTS BUILDING SIGNAGE

Individual illuminated letters and logos are required excepted as noted herein, and may include pan channel metal letters with acrylic sign faces, reverse pan channel "halo" illuminated letters, or any combination thereof. The letters are to be mounted onto the building fascia. Electrical connections shall be concealed to remote and/or self-contained transformers. All signage shall be installed in compliance to the City of Chandler electrical code and UL 2161 / UL 48 specifications. Any sign installation found to be non-compliant shall be repaired immediately by the Tenant at Tenant's sole expense.

A. Sign Area

1. The maximum aggregate sign area per building elevation for each tenant shall be calculated by multiplying two (2) times the length of the Tenant's storefront(s) and/or elevation(s) occupied by the Tenant without limitation as to maximum sign area and/or number of sign elements. As a minimum allowance, Tenants occupying less than twenty five (25) feet of storefront and/or elevation shall be permitted a minimum of fifty (50) square feet of sign area.

B. Letter Height and Placement Restrictions

1. Tenant signage shall be installed in accordance with the approved Comprehensive Sign Plan in location(s) designated by the Developer and/or Developer's agents.
2. Tenants shall be permitted to utilize their corporate identification program subject to sign area limitations contained in the approved Comprehensive Sign Plan. All signage shall be reviewed and approved by the developer and shall be appropriate to the surrounding building features, environment, and thematic design of Chandler Airport Center. The Developer and the City of Chandler shall have discretion in varying any provision of these specifications. Maximum letter height for wall mounted signage shall be limited to five (5') feet or fifteen (15) percent of the building elevation height upon which it is installed, whichever is smaller. Building height, for purposes of letter height measurement, shall be measured to the top of the building silhouette upon which the sign is installed.
3. Sign on Wall Surface: No sign shall exceed eighty (80%) percent of the height and/or width of a defined architectural feature and/or wall surface upon which it is placed. The available surface area of the wall may affect letter height.
4. Where a Tenant sign is installed on a common sign band and/or wall surface, the overall length of the sign shall not exceed a maximum of eighty (80%) percent of the Tenant's leased business frontage or storefront length. This percentage may be less if warranted by architectural conditions.

C. Letter Style or Logo Restrictions

1. Copy and/or logos utilized shall be Tenant's choice, subject to the approval of Developer and/or Developer's agents and the City of Chandler. Sign copy shall be limited to a maximum of two lines of text.

D. Illumination

1. Tenant building signage may be internally illuminated, backlit to create a "halo" silhouette, indirectly illuminated and/or any combination of lighting methods mentioned herein. Tenants are encouraged to utilize individual letters and logos that are illuminated indirectly or "halo" backlit.

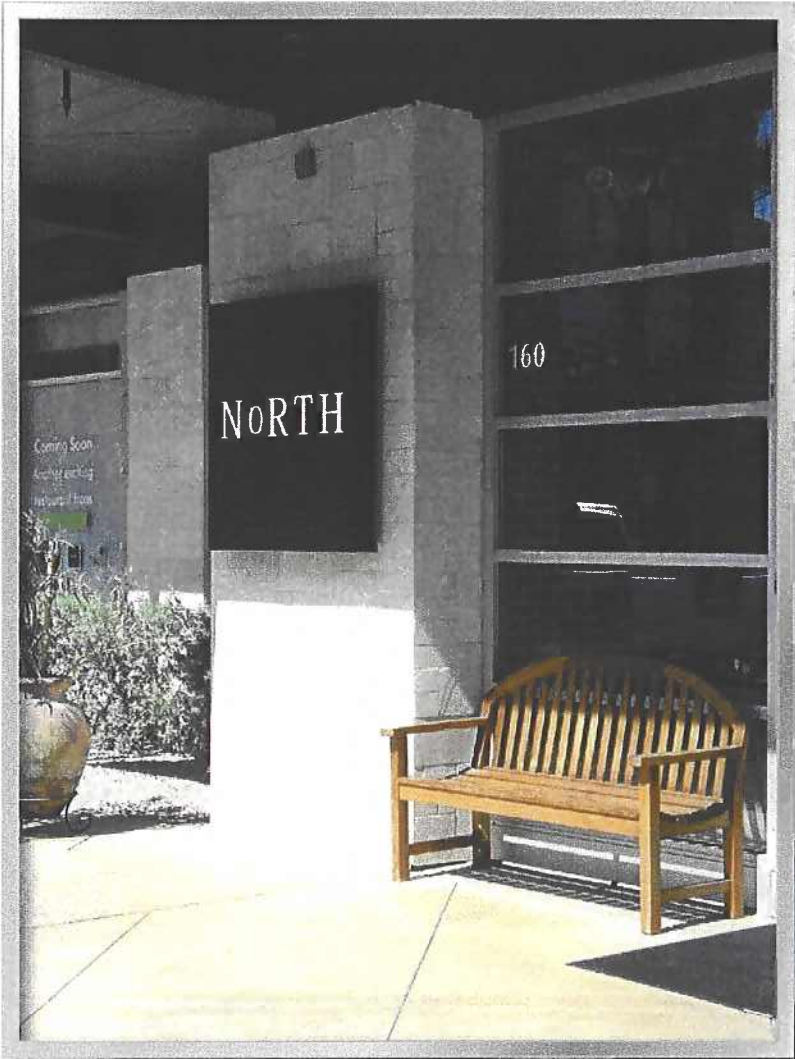
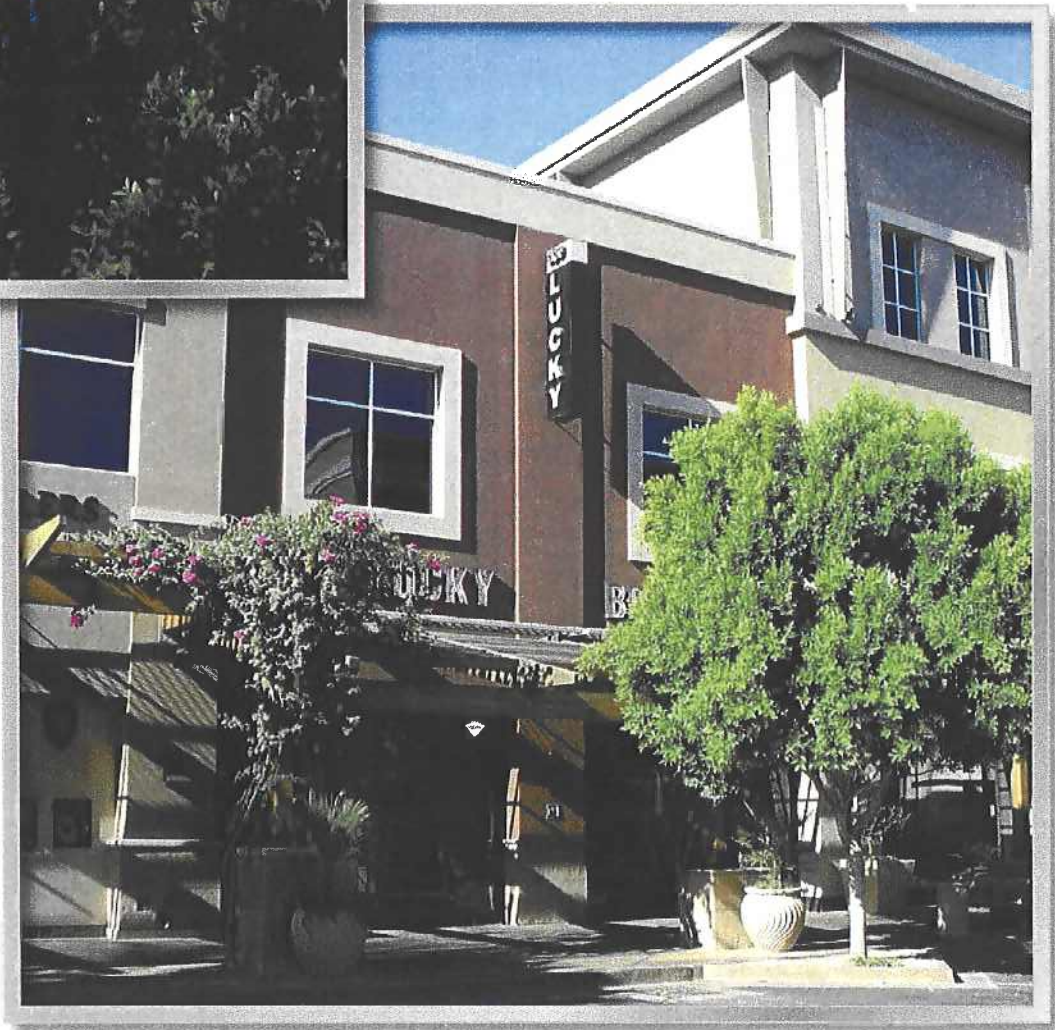
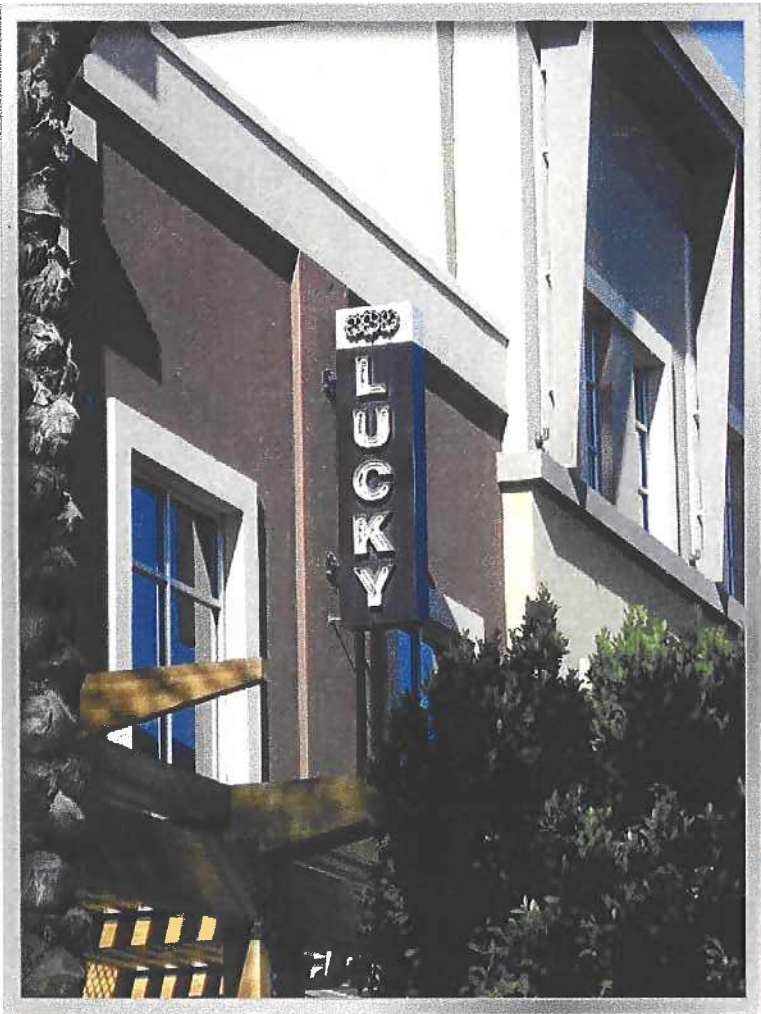
E. Sign Colors

1. Sign colors shall complement the architectural features and backgrounds to which they are attached. Fluorescent "Day-Glow" colors are prohibited. The Developer, CACARC and the City of Chandler shall have the sole and separate discretion in approving and/or varying any provision of these specifications.

IV. GENERAL CONSTRUCTION REQUIREMENTS

- A. All exterior signs shall be secured by concealed fasteners, stainless steel, or nickel or cadmium plated.
- B. All illuminated signage shall be fabricated in a manner to conceal light leaks.
- C. All penetrations of the building structure required for sign installation shall be neatly sealed in a watertight condition.
- D. Required labels or other identification shall be permitted on the exposed surface of signs and shall be applied in an inconspicuous location.
- E. Tenant shall be fully responsible for the operations of Tenant's sign contractors and shall indemnify, defend and hold Developer harmless for, from and against damages or liabilities on account thereof. Tenants shall employ licensed contractors and shall furnish to the Developer Certificates of Insurance for both General Liability and Workers Compensation prior to commencement of any sign installation.

Retail tenant storefront illustrating an acceptable type of wall-mounted cabinet signage.



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PROJECT:	
Chandler Airport Center Chandler, Az	
TITLE:	
Typical Retail Storefront Tenant Signage	
DESIGNER:	SALES:
Dan Horton	Paul Bleier
DESIGN NO:	DATE:
2005-J-020	06/07/06
SCALE:	REVISIONS:
NTS	
SHEET NO:	
B-1	

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APPROVED BY:
X

Retail tenant storefront canopy signage illustrating an acceptable architectural support element/wireway.

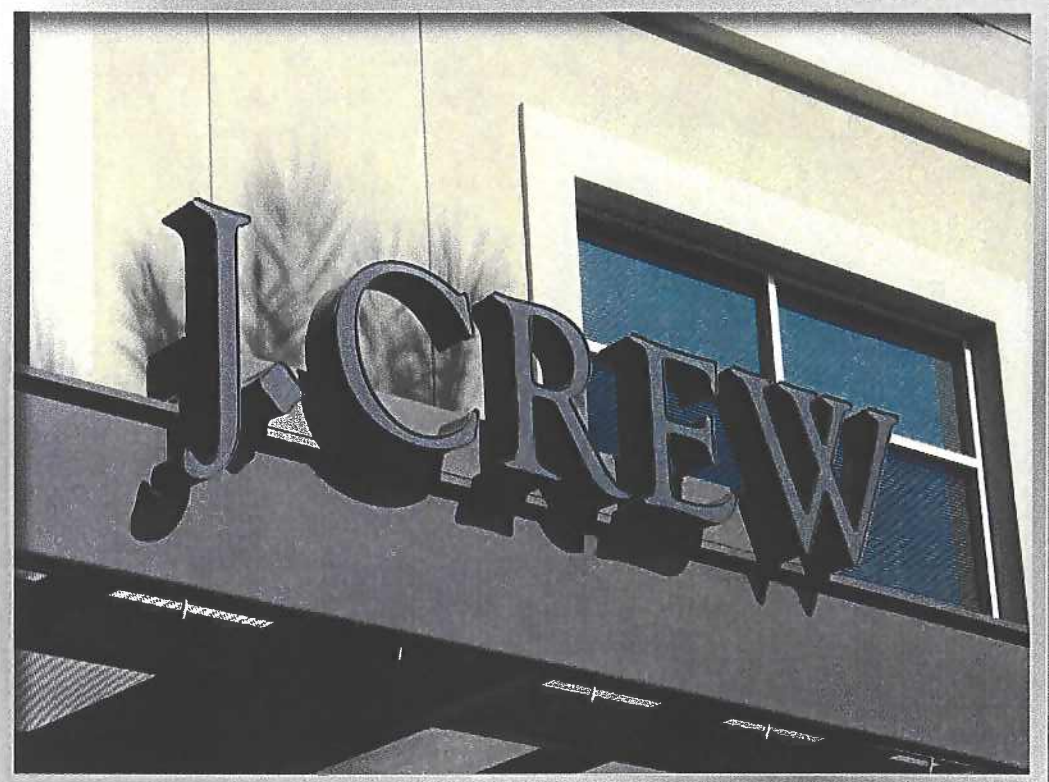
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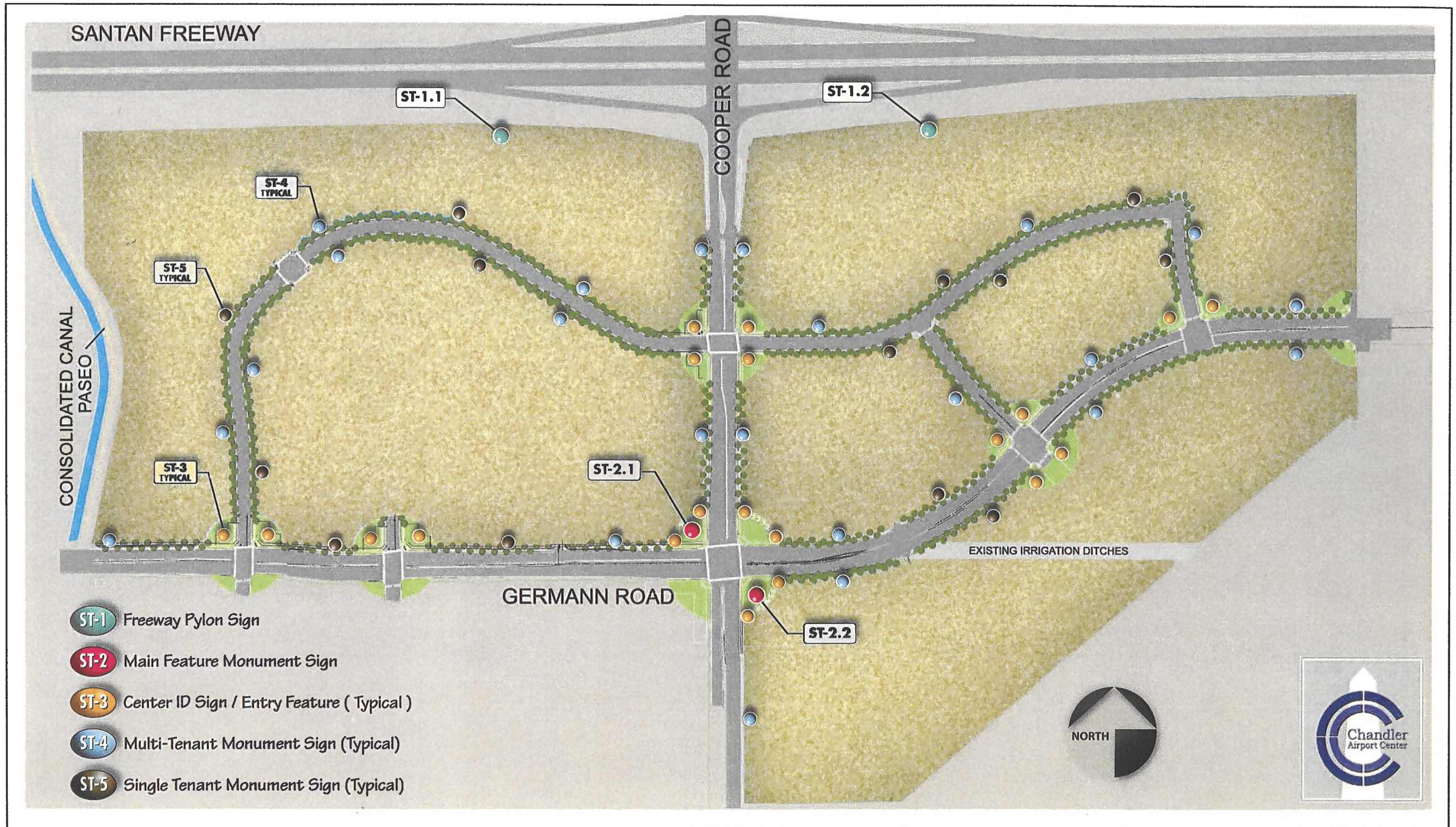
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PHOENIX, ARIZONA 85029
602.944.3117
FAX 602.395.0753
SALES@BLEIERINDUSTRIES.COM

PROJECT: Chandler Airport Center Chandler, Az	
TITLE: Typical Retail Storefront Tenant Signage	
DESIGNER: Dan Horton	SALES: Paul Bleier
DESIGN NO: 2005-J-020	DATE: 06/07/06
SCALE: NTS	REVISIONS:
SHEET NO: B2	△ △ △ △

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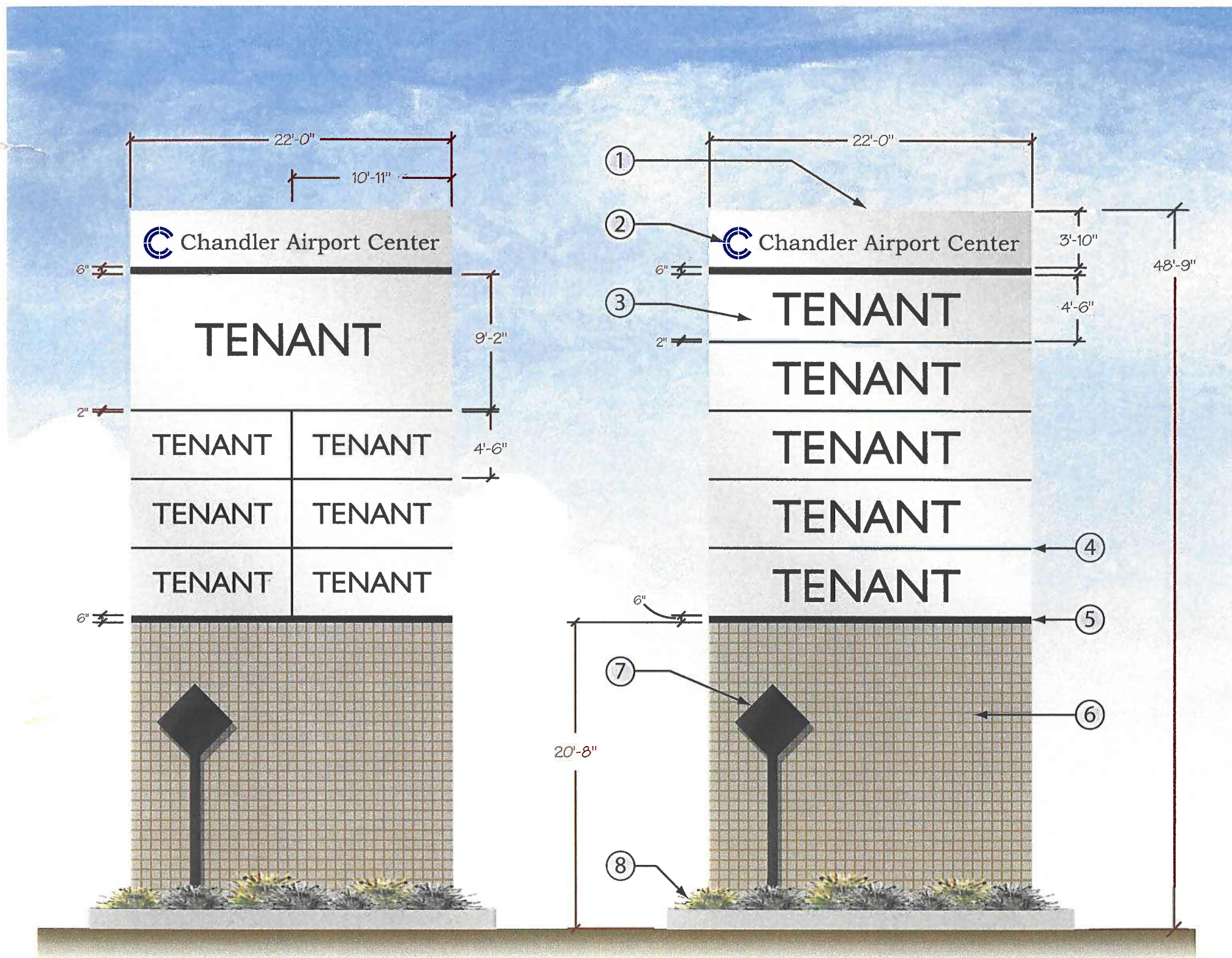


Freestanding Sign Matrix

SIGN	SIGN TYPE	FUNCTION	LOCATION	QUANTITY	HEIGHT	SIZE	ILLUMINATION	MATERIALS
SIGN TYPE 1 Freeway Pylon	Pylon	Center and Tenant Identification	Loop 202	2	48' – 9"	616 SF of Center ID and Tenant Sign Area Exclusive of Architectural Embellishments	Internal and ground Illumination	Masonry, Textured Aluminum, Powder Coat and Acrylics
SIGN TYPE 2 Primary Entry Feature Monument	Monument Tower Feature	Center Identification	NW and SE Corners of Germann Road and Cooper Road	2	34' – 0"	50 SF of Center ID Per Wall Surface	Ground and/or Halo Illumination	Granite, Masonry, Textured Aluminum, Powder Coat and Acrylics
SIGN TYPE 3 Secondary Entry Feature Monument	Monument	Center Identification	At all Secondary Project Entries	TBD	7' – 0"	14 SF Center ID Sign Area Exclusive of Architectural Embellishments	Internal and/or ground Illumination	Masonry, Textured Aluminum, Powder Coat and Acrylics
SIGN TYPE 4 Multi-Tenant Monument Sign	Monument	Multi-Tenant Identification	Along Street Frontage(s) of Multi-Tenant Commercial Projects	TBD	10' – 0"	64 SF Multi-Tenant Sign Area Exclusive of Architectural Embellishments	Internal and/or ground Illumination	Masonry, Textured Aluminum, Powder Coat and Acrylics
SIGN TYPE 5 Single Tenant Monument Sign	Monument	Single Tenant Identification	Along Street Frontage(s) of Single Tenant Commercial Projects	TBD	6'-0"	24 SF Single Tenant Sign Area Exclusive of Architectural Embellishments	Internal and/or ground Illumination	Masonry, Textured Aluminum, Powder Coat and Acrylics

General Notes:

- 1) ST 1 Freeway Pylon and ST 4 Multi-Tenant Monument signs shall be configured to accommodate multiple tenant identification configurations. Individual panels may be combined or divided as necessary at the sole discretion of the Developer.
- 2) One (1) ST 4 multi-tenant monument sign shall be permitted for each developed parcel under single ownership per street frontage. Where the developed parcel under single ownership has in excess of three hundred (300) lineal feet of street frontage, one (1) additional ST 4 sign may be erected for each three hundred (300) feet of street frontage, not to exceed three (3) signs per parcel. Signs shall not be located closer than two hundred (200) feet to each other.
- 3) All other freestanding sign types not specifically defined herein shall be permitted in accordance to Chapter 39 of the Chandler Municipal Code.
- 4) Sign height is measured from grade to the top of sign area. Architectural design features may extend above the maximum sign height.



- ① INTERNALLY ILLUMINATED SIGN CABINET
PAINTED MATTHEWS BRUSHED ALUMINUM
- ② CENTER ID PAINTED MATTHEWS BRUSHED ALUMINUM,
ROUTED GRAPHICS WITH ACRYLIC BACK-UP
- ③ TENANT PANEL PAINTED MATTHEWS BRUSHED ALUMINUM,
ROUTED GRAPHICS WITH ACRYLIC BACK-UP PER TENANT'S
COPORATE COLOR SPECIFICATIONS (LANDLORD APPROVAL REQUIRED)
- ④ 2" REVEAL BETWEEN TENANT PANELS
- ⑤ 6" REVEAL
- ⑥ SINGLE SCORE CMU WITH HONED FACE
- ⑦ RPC HALO ILLUMINATED LOGO PAINTED BLACK
- ⑧ PLANTER AT SIGN BASE, PLANTING SHOWN FOR ILLUSTRATION
PURPOSES ONLY

TENANT PANEL CONFIGURATIONS TBD

ST-1 FREEWAY PYLON SIGN - SCALE: 1/8" = 1'-0"

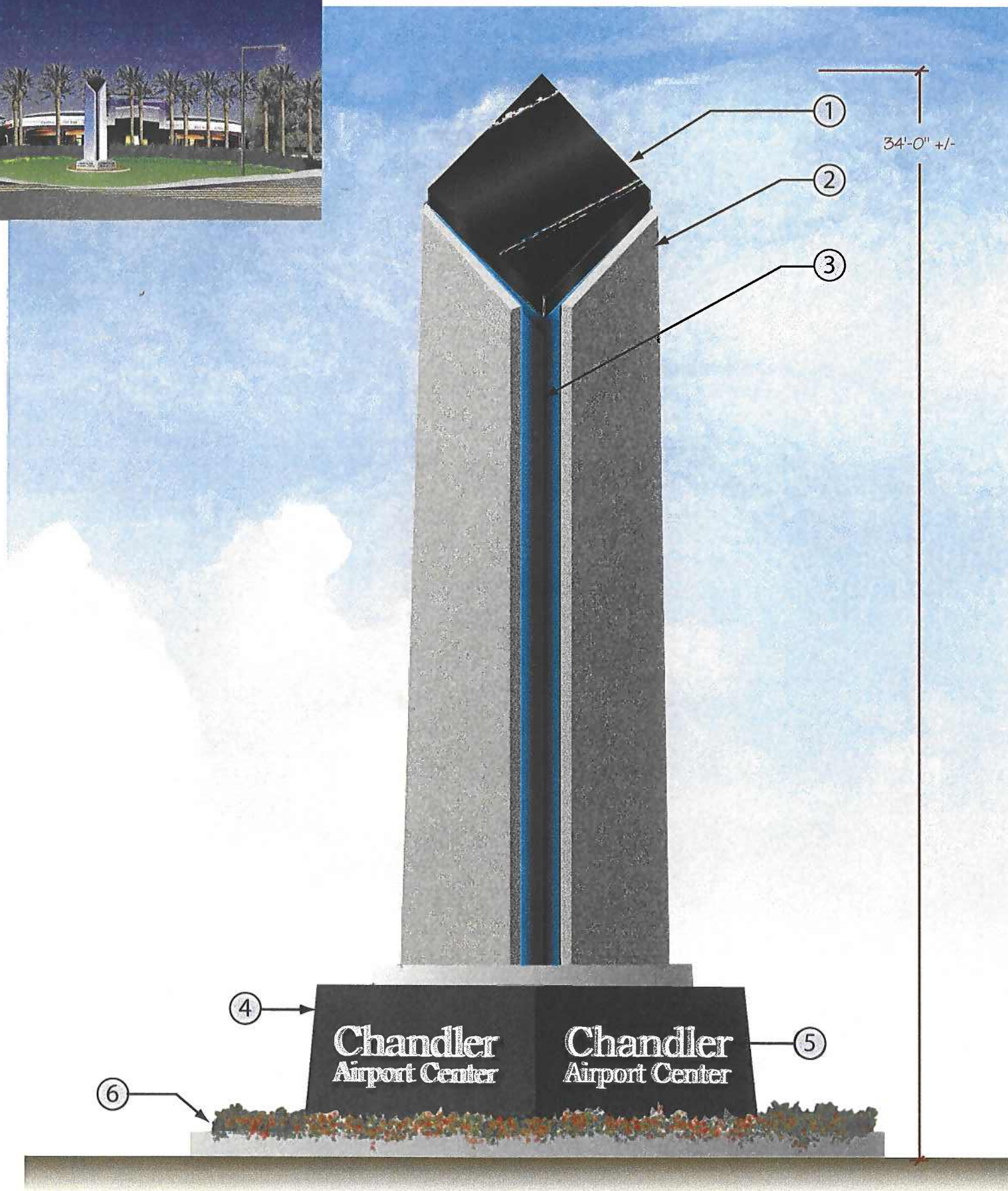


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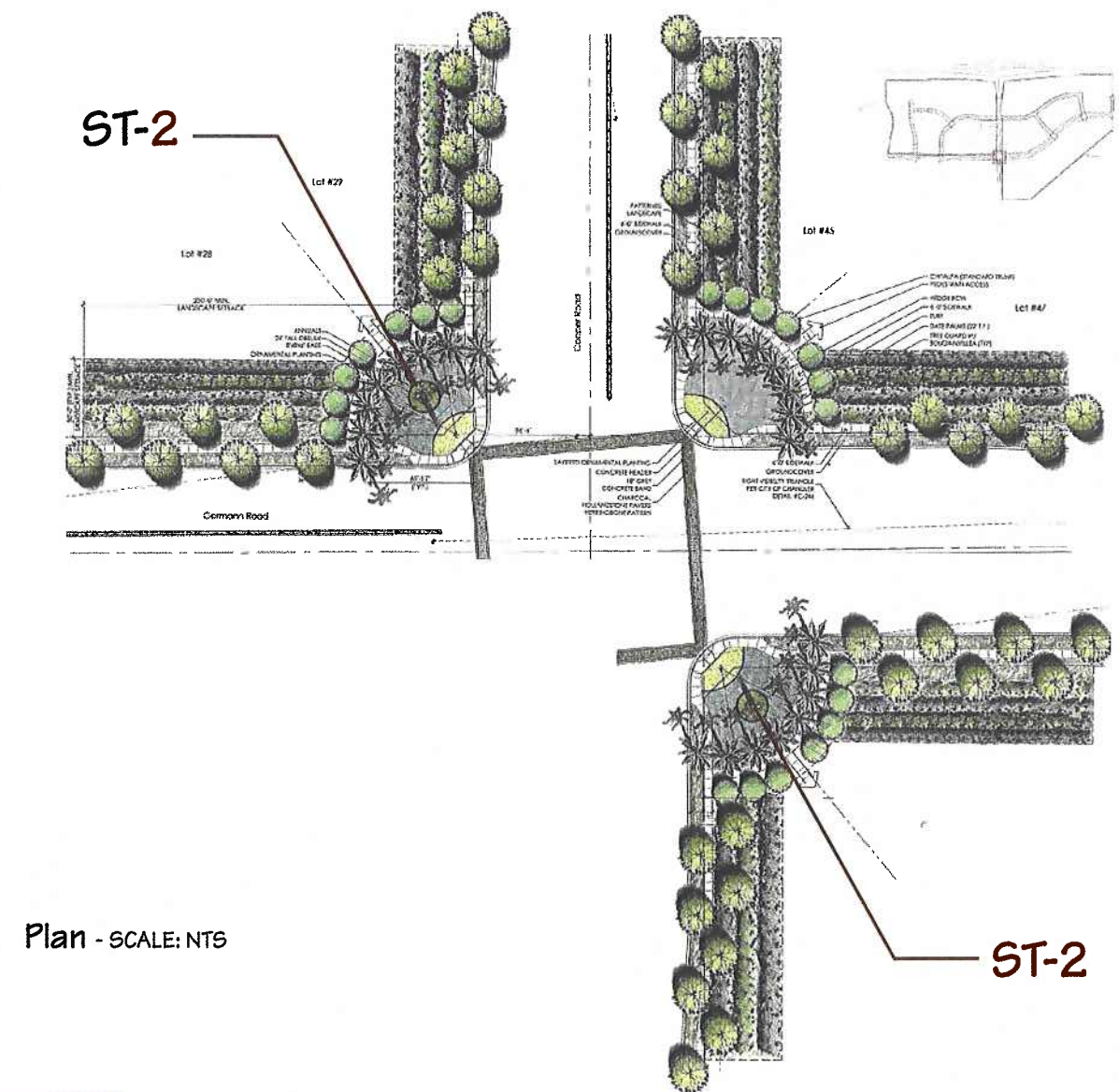
PROJECT: Chandler Airport Center Chandler, Az	DESIGN NO: 2005-J-020	DATE: 06/07/06
TITLE: Freestanding Sign	SCALE: 1/8" = 1'-0"	REVISIONS:
DESIGNER: Dan Horton	SALES: Paul Bleier	SHEET NO: ST 1

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ST-2 Main Feature Monument Sign - SCALE: 1/4" - 1'-0"

- ① FABRICATED ALUMINUM SECTION - GLOSS BLACK
- ② EFIS SURROUND
- ③ HALO LIGHTING ACCENT
- ④ GRANITE BASE
- ⑤ DIMENSIONAL LETTERS, SURFACE MOUNTED, GROUND ILLUMINATED
- ⑥ PLANTER AT SIGN BASE, PLANTING SHOWN FOR ILLUSTRATION PURPOSES ONLY



Plan - SCALE: NTS

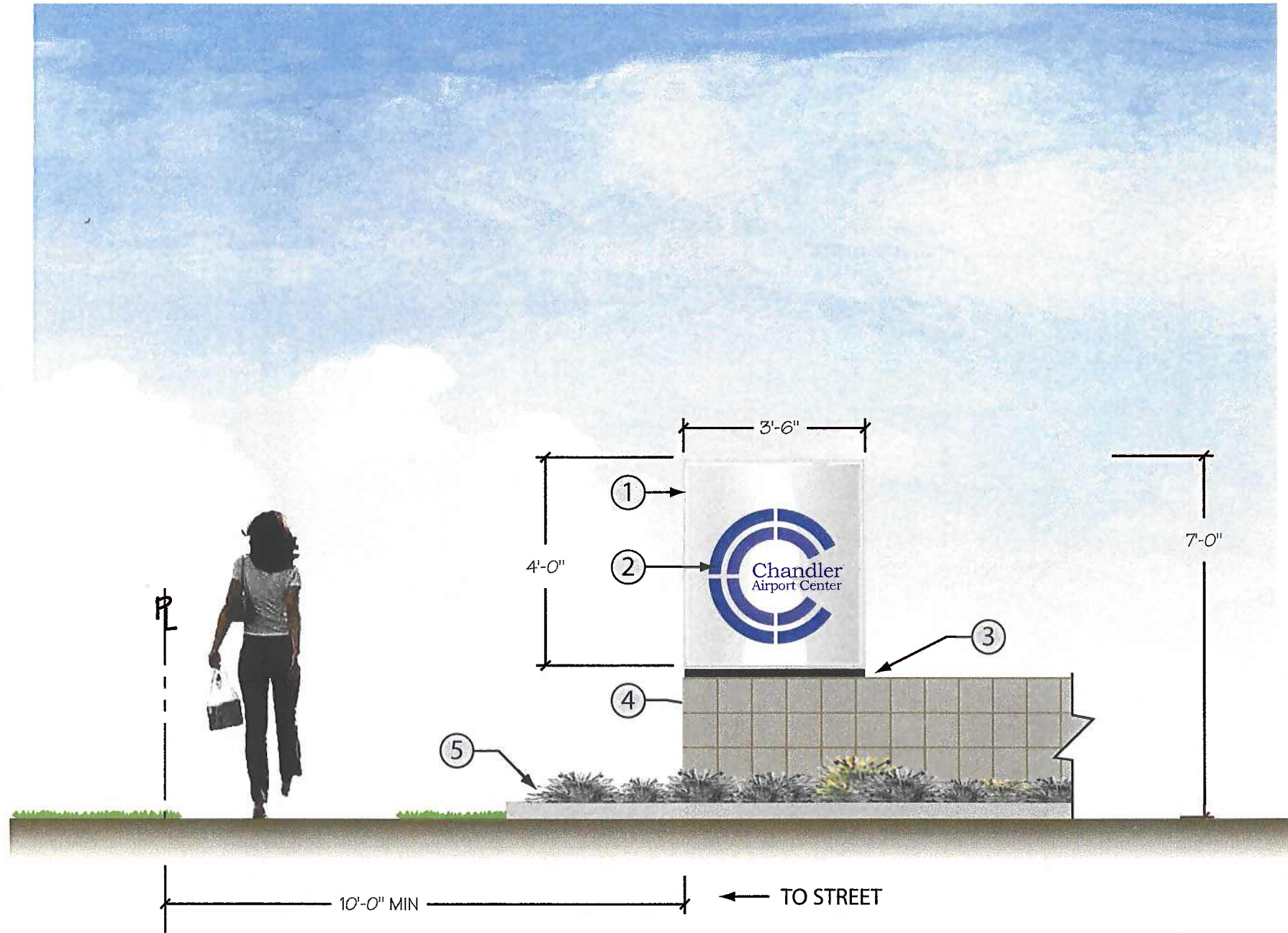


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PROJECT: Chandler Airport Center Chandler, Az	DESIGN NO: 2005-J-020	DATE: 06/07/06
TITLE: Freestanding Sign	SCALE: 1/4" = 1'-0"	REVISIONS:
DESIGNER: Dan Horton	SALES: Paul Bleier	SHEET NO: ST 2

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- ① INTERNALLY ILLUMINATED SIGN CABINET
PAINTED MATTHEWS BRUSHED ALUMINUM
- ② TENANT PANEL PAINTED MATTHEWS BRUSHED ALUMINUM,
ROUTED GRAPHICS WITH ACRYLIC BACK-UP PER TENANT'S
COPRORATE COLOR SPECIFICATIONS (LANDLORD APPROVAL REQUIRED)
- ③ 2" REVEAL
- ④ SINGLE SCORE CMU WITH HONED FACE
- ⑤ PLANTER AT SIGN BASE, PLANTING SHOWN FOR ILLUSTRATION
PURPOSES ONLY

ST-3 Center ID Sign / Entry Feature - SCALE: 3/8" - 1'-0"

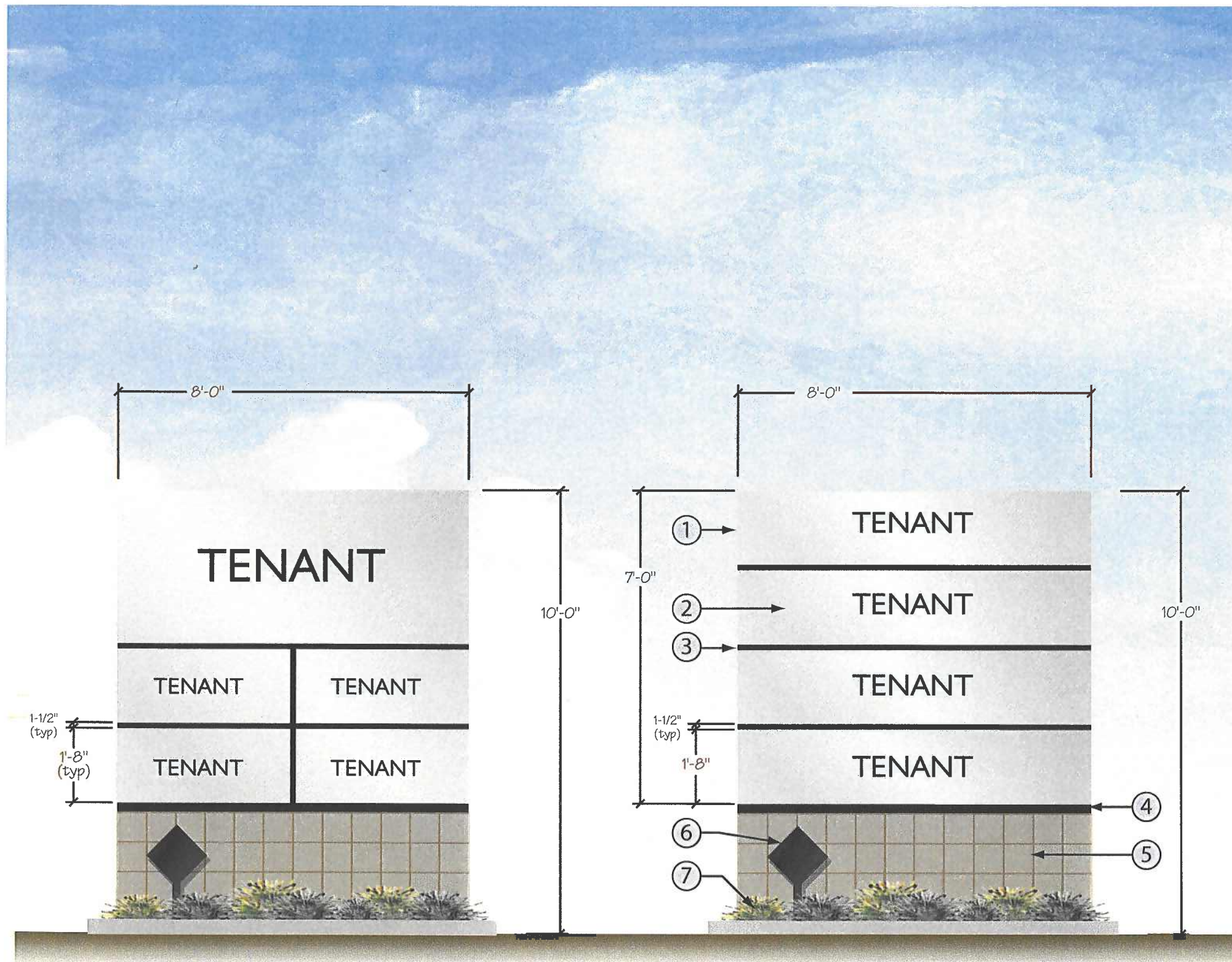


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PROJECT: Chandler Airport Center Chandler, Az	DESIGN NO: 2005-J-020	DATE: 06/07/06
TITLE: Freestanding Sign	SCALE: 3/8" = 1'-0"	REVISIONS:
DESIGNER: Dan Horton	SALES: Paul Bleier	SHEET NO: ST 3

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- ① INTERNALLY ILLUMINATED SIGN CABINET
PAINTED MATTHEWS BRUSHED ALUMINUM
- ② TENANT PANEL PAINTED MATTHEWS BRUSHED ALUMINUM,
ROUTED GRAPHICS WITH ACRYLIC BACK-UP PER TENANT'S
COPPORATE COLOR SPECIFICATIONS (LANDLORD APPROVAL REQUIRED)
- ③ 2" REVEAL BETWEEN TENANT PANELS
- ④ 3" REVEAL
- ⑤ SINGLE SCORE CMU WITH HONED FACE
- ⑥ FCO LOGO PAINTED BLACK
- ⑦ PLANTER AT SIGN BASE, PLANTING SHOWN FOR ILLUSTRATION
PURPOSES ONLY

TENANT PANEL CONFIGURATIONS TBD



Multi-Tenant Monument Sign - SCALE: 3/8" = 1'-0"

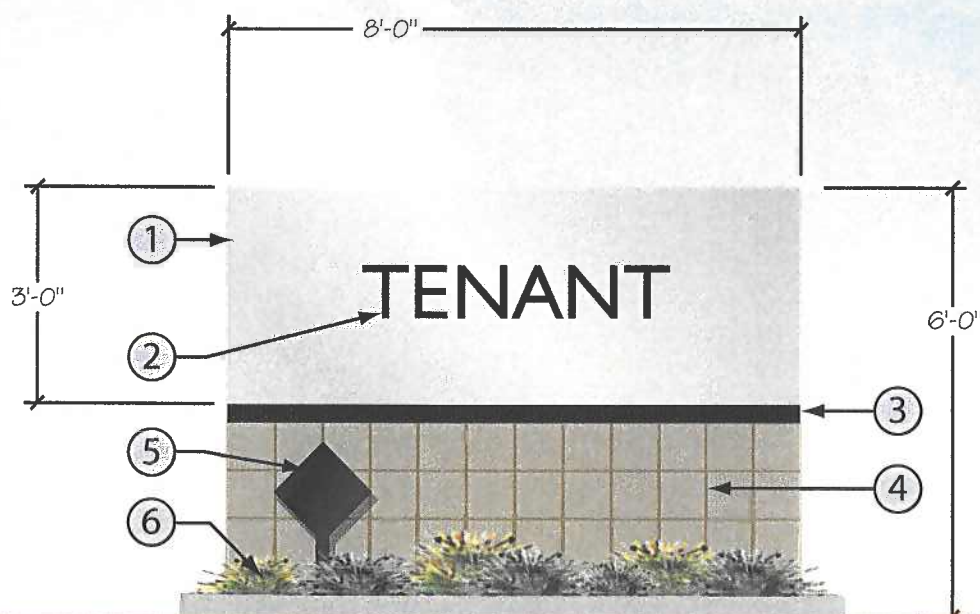


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PROJECT: Chandler Airport Center Chandler, Az	DESIGN NO: 2005-J-020	DATE: 06/07/06
TITLE: Freestanding Sign	SCALE: 3/8" = 1'-0"	REVISIONS:
DESIGNER: Dan Horton	SALES: Paul Bleier	SHEET NO: ST 4

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- ① INTERNALLY ILLUMINATED SIGN CABINET
PAINTED MATTHEWS BRUSHED ALUMINUM
- ② TENANT PANEL PAINTED MATTHEWS BRUSHED ALUMINUM,
ROUTED GRAPHICS WITH ACRYLIC BACK-UP PER TENANT'S
COPORATE COLOR SPECIFICATIONS (LANDLORD APPROVAL REQUIRED)
- ③ 3" REVEAL
- ④ SINGLE SCORE CMU WITH HONED FACE
- ⑤ FCO LOGO PAINTED BLACK
- ⑥ PLANTER AT SIGN BASE, PLANTING SHOWN FOR ILLUSTRATION
PURPOSES ONLY

ST-5 Single Tenant Monument Sign - SCALE: 3/8" = 1'-0"



MEMORANDUM

DATE: February 15, 2024

TO: Kevin Mayo

FROM: Airport Staff

SUBJECT: Irgens Ascend
Near Northwest Corner of Germann Road and Cooper Road

At their February 14, 2024 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
David De La Torre
Alisa Petterson



Subject: Airport Conflict Evaluation
Irgens Ascend
Near Northwest Corner of Germann Road and Cooper Road

Recommendation

Staff recommends the Airport Commission ("Commission") present an Airport Conflict Evaluation (ACE) report to the Zoning Administrator and City Council with a finding of "no conflict with airport uses" for the proposed Irgens Ascend development.

Background

The project is a two-phase development over two parcels totaling approximately 20.5 acres at and near the northwest corner of Germann Road and Cooper Road (*Exhibit A - Vicinity Map, Exhibit B - Property Location*). The property is zoned Planned Area Development for mixed use commercial, retail, hotel, office, and light industrial uses. The request is to amend the site plan and to allow for showroom uses west of Cooper Road.

The site is approximately one-tenth (0.10) of a mile to the north of the Airport property line (*Exhibit A- Vicinity Map, Exhibit B- Property Location*).

The first phase of the proposed development consists of a showroom building and a flex/industrial building totaling approximately 75,800 square feet (*Exhibit C - Site Plan*). The proposed building height will not exceed 47 feet.

The City of Chandler General Plan designates the property for Employment and Growth Areas. The 2021 Chandler Airpark Area Plan (CAAP) designates the property as Innovation District (*Exhibit D - Chandler Airpark Area Plan Land Use Plan*).

Analysis and Stipulations

The proposed development is consistent with the CAAP. Commercial and industrial land uses are generally compatible with airport operations. The property will experience daily overflights from aircraft on takeoff and landing (*Exhibit E - Flight Tracks*).

Based on the proposed building heights, the proposed development does not appear to pose a hazard to flight safety or be an airspace obstruction. The proposed building height does not appear to impact the approach and departure surfaces for either runway. *Final building structures, including all rooftop objects, must not impact the approach and departure surfaces for the Airport's runways.*

The owner/applicant must file a Notice of Proposed Construction (FAA Form 7460-1) with the Federal Aviation Administration (FAA) for the final structure heights, including, without limitation, all rooftop antennas, parapets, light poles, and other equipment. The form may be submitted online at <https://oeaaa.faa.gov/oeaaa/external/portal.jsp>. The FAA-assigned numbers for all evaluation cases must be provided to Airport Administration.

The owner/applicant must ensure that its contractors file a Notice of Proposed Construction (FAA Form 7460-1) with the FAA for temporary construction equipment including, without limitation, cranes, drilling rigs, and concrete boom pumps. The form may be submitted online at <https://oeaaa.faa.gov/oeaaa/external/portal.jsp>. The FAA-assigned numbers for all evaluation cases must be provided to Airport Administration. *The owner/applicant and its contractors must coordinate directly with Airport Administration at least thirty (30) calendar days before starting vertical construction.*

The proposed project does not indicate the use of rooftop solar panels. If solar panels are anticipated to be installed, the owner/applicant must complete a solar study and coordinate with Airport Administration to ensure that glare will not interfere with aircraft on approach or takeoff.

The proposed project's building design must not create reflectivity issues with aircraft in the traffic pattern and on approach or takeoff (*Exhibit F – Building Elevations*). The use of non-reflective glazing and non-reflective paint is encouraged.

Findings

- ☒ **No Conflict**
- ☐ **High Conflict**
- ☐ **Moderate Conflict**
- ☐ **Low Conflict**

Specific Area(s) of Conflict: **Not applicable.**

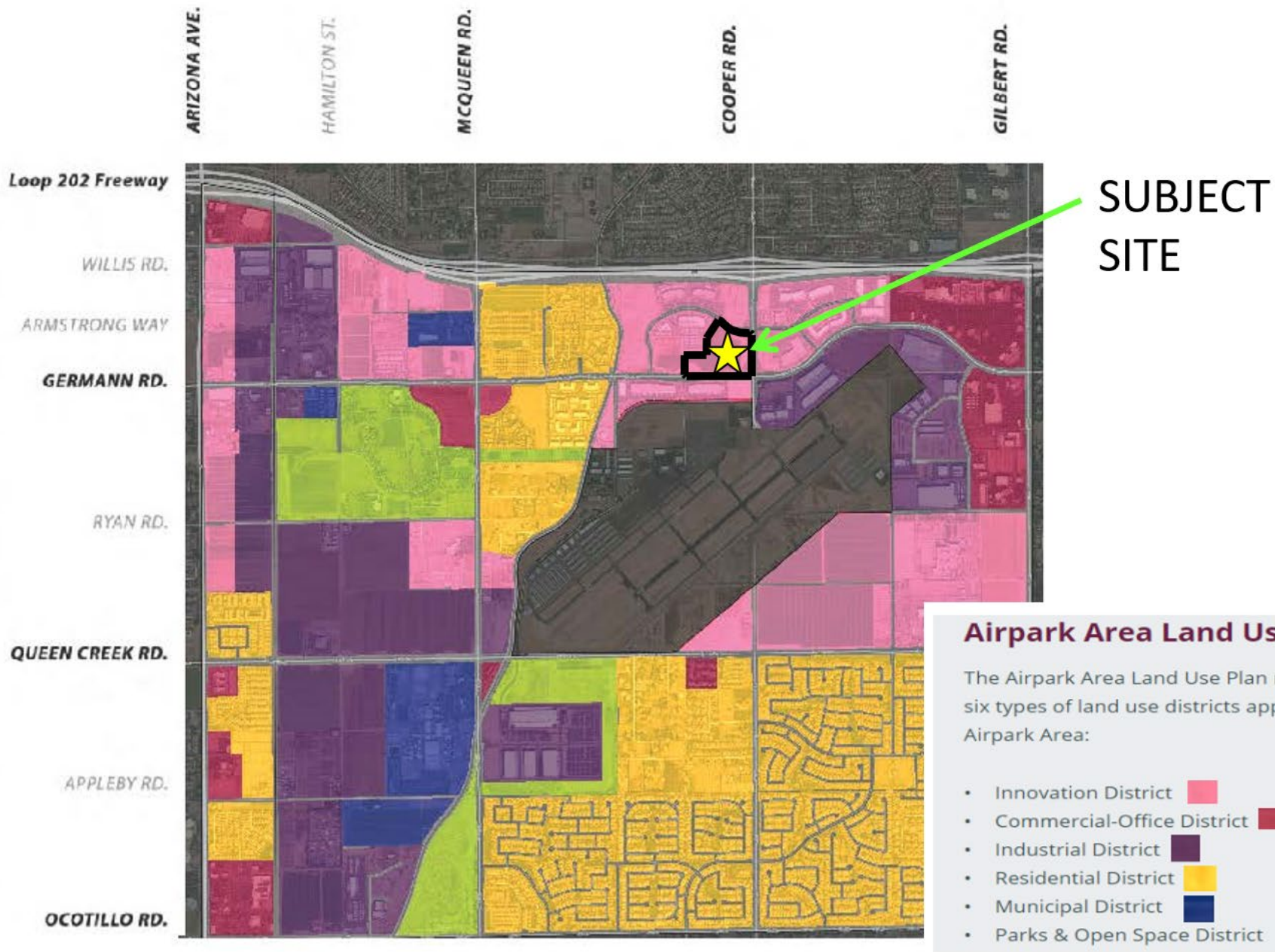
Recommended Corrective Actions: **Not applicable.**

Proposed Motion

Move to present an Airport Conflict Evaluation (ACE) report to the Zoning Administrator and City Council with a finding of "no conflict with airport uses" for the proposed Irgens Ascend development.

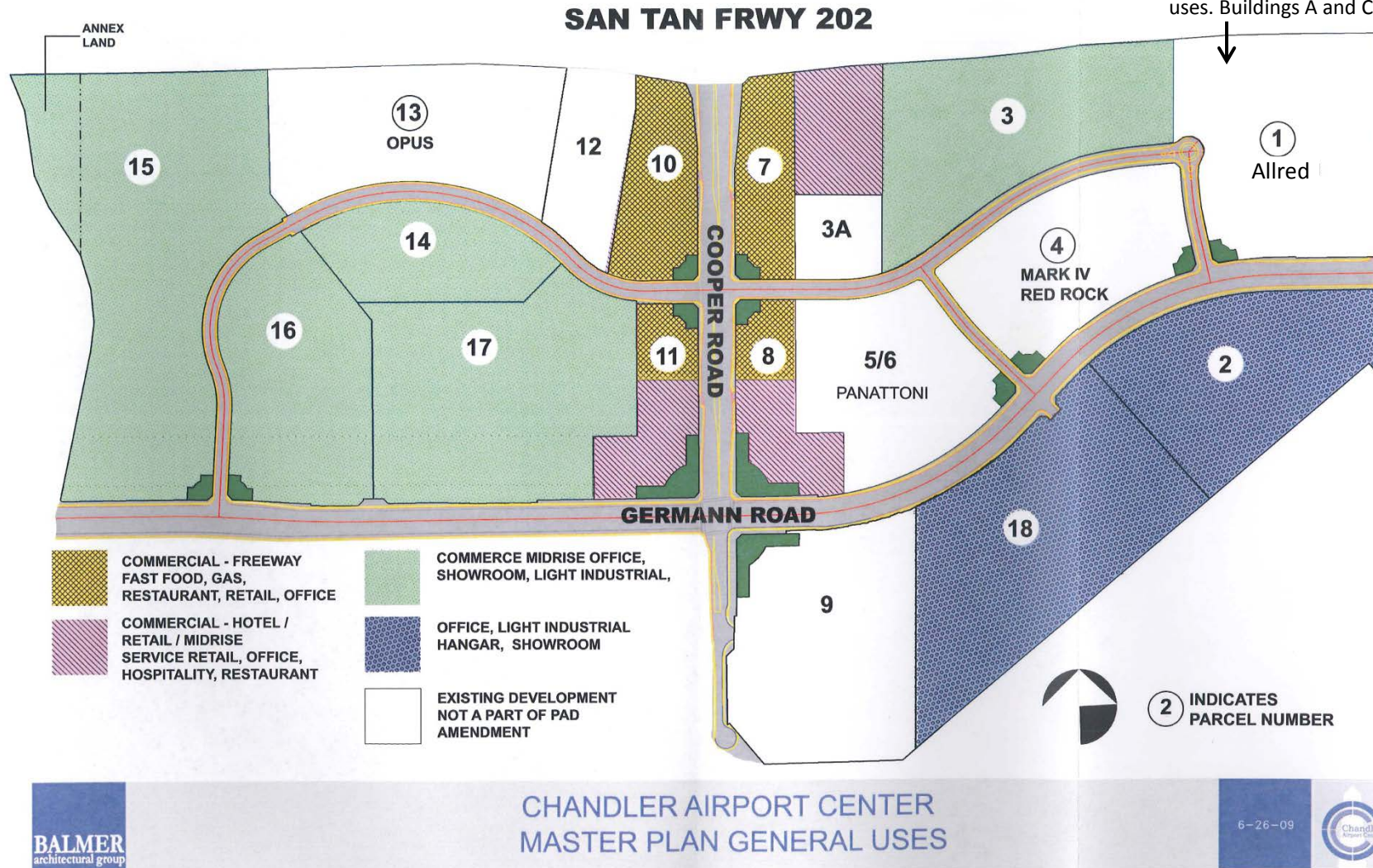
Attachments

- A. Vicinity Map
- B. Property Location
- C. Site Plan
- D. Chandler Airpark Area Plan Land Use Plan
- E. Flight Tracks
- F. Building Elevations



Chandler Airpark Area Plan 2021

DVR10-0005 added athletic training facility, family recreational instructional uses. Buildings A and C only.



DVR10-0005: Adult vocational/educational allowed on any parcel identified as office use.

*See Use Permit and other DVR cases for use amendments on record with planning.

A Mid-Rise Overlay provides the ability to develop Hotel towers above the base zoning height limit, subject to design approval at time of PDP.

Commerce Midrise

Office/Industrial uses are seen as the main current market demands and is in keeping with the Chandler General Plan. Proposed uses include office, I-1 and show rooms consisting of multi-tenant, build-to-suit and small scale distribution projects. In keeping with other metropolitan community zoning, and to facilitate the flexibility for uses to increase to higher markets, the plan proposes 100% office, light industrial and showrooms (limited per below) to be allowed in the "Commerce" zone indicated on the Master Use Plan.

Large 30-40 acre Corporate office development is highly desired and portions of this zone will be marketed to target such uses-such as insurance companies, health care service centers and Bio-medical.

Showroom uses are proposed to provide the region with bulk related uses, such as tile, flooring, paint or furniture. These uses will support both the residential base as well as the business uses around the airport.

~~Showroom uses are proposed along the north side of Germann, east of Cooper, to provide the region with bulk related uses, such as tile, flooring, paint, or furniture. These uses will support both the residential base as well as the business uses around the airport. Showroom developments shall not dominate the Germann frontage and shall be limited to a maximum of 50% of the Germann frontage between Cooper and the east boundary of the Project.~~

Office – Light Industrial (I-1) / Hangar

The area south of Germann, east of Cooper shall be Office and Light Industrial, including airport related hangars based on access agreements

Development Goals

Amenities

Campus Design

To increase the "value" Chandler Airport Center offers to attract businesses, Design Goals will strive to create grouped buildings with strong common entry features, plazas, common access, common retention as a pre-thought design element, and inter-connecting pedestrian circulation. PDP applications will evidence development that plans and shares its environment versus being typical independent "islands" unto themselves as occurs with typical lot sales.

It will be encouraged to cluster building projects to create campus effects centered on strong entry elements and soften street frontages with common retention areas. The depth of lots will force buildings to cluster around common drives to maximize coverage and exposure. Projects will be required to provide common access to arterial streets thru blanket parking area cross access easements or drive easements to manifest the clustered building concept and minimize drive cuts onto the major arterials, similar to what is typically provided at neighborhood retail type developments accessing several independent properties with common drives.

It is projected most development of the Park will be master planned large tracts consisting of several parcels. This offers more ability to control design goals of Chandler Airport Center thru the PDP process by providing common areas, retention and amenities that work with actual developments.

ORDINANCE NO. 3673

AN ORDINANCE OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY REZONING A PARCEL FROM AGRICULTURAL DISTRICT (AG-1) AND PLANNED AREA DEVELOPMENT (PAD) MIXED USE COMMERCIAL AND INDUSTRIAL USES TO PLANNED AREA DEVELOPMENT (PAD) LIGHT INDUSTRIAL, OFFICE, COMMERCIAL AND AIRPORT USES WITH A MID-RISE BUILDING OVERLAY (DVR04-0037 CHANDLER AIRPORT CENTER) LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF CHANDLER, ARIZONA.

WHEREAS, application for rezoning involving certain property within the corporate limits of Chandler, Arizona, has been filed in accordance with Article XXVI of the Chandler Zoning Code; and

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

WHEREAS, a notice of such hearing was posted on the property at least seven (7) days prior to said public hearing; 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 I. Legal Description of Property:

SEE ATTACHMENT 'A'

Said parcel is hereby rezoned from AG-1 to PAD with a Mid-Rise Building Overlay, subject to the following conditions:

1. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.
2. Undergrounding of all overhead electric (less than 69kv), communication, and television lines and any open irrigation ditches or canals located on the site or within adjacent right-of-ways and/or easements. Any 69kv or larger electric lines that must stay overhead shall be located in accordance with the City's adopted design and engineering standards. The aboveground utility poles, boxes, cabinets, or similar appurtenances shall be located outside of the ultimate right-of-way and within a specific utility easement.
3. Future median openings shall be located and designed in compliance with City adopted design standards (Technical Design Manual # 4).

4. 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.
5. 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.
6. The development shall provide additional landscaping to include one (1) 24-inch box tree and three (3) 5-gallon shrubs for every 20 feet of freeway frontage to be installed in the freeway right-of-way.
7. Construction shall commence above foundation walls within three (3) years of the effective date of the ordinance granting this rezoning or the City shall schedule a public hearing to take administrative action to extend, remove or determine compliance with the schedule for development or take legislative action to cause the property to revert to its former zoning classification.
8. Development shall be in substantial conformance with Exhibit A, Development Booklet, entitled "Chandler Airport Center Zoning Application", kept on file in the City of Chandler Planning Services Division, in File No. DVR04-0037 Chandler Airport Center, except as modified by condition herein.
9. The landscaping in all open-spaces and rights-of-way shall be maintained by the adjacent property owner or a Chandler Airport Center property owners' association.
10. Approval by the Director of Planning and Development of plans for landscaping (open spaces and rights-of-way) and perimeter walls and the Director of Public Works for arterial street median landscaping.
11. 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.
12. The source of water that shall be used on the open space, common areas, and landscape tracts shall be reclaimed water (effluent). If reclaimed water is not available at the time of construction, and the total landscapable area is 10 acres in size or greater, these areas will be irrigated and supplied with water, other than surface water from any irrigation district, by the owner of the development through sources consistent with the laws of the State of Arizona and the rules and regulations of the Arizona Department of Water Resources. If the total landscapable area is less than 10 acres in size, the open space common areas, and landscape tracts may be irrigated and supplied with water by or through the use of potable water provided by the City of Chandler or any other source that will not otherwise interfere with, impede, diminish, reduce, limit or otherwise adversely affect the City of Chandler's municipal water service area nor shall such provision of water cause a credit or charge to be made against the City of Chandler's gallons per capita per day (GPCD) allotment or

allocation. However, when the City of Chandler has effluent of sufficient quantity and quality which meets the requirements of the Arizona Department of Environmental Quality for the purposes intended available to the property to support the open space, common areas, and landscape tracts available, Chandler effluent shall be used to irrigate these areas.

In the event the owner sells or otherwise transfers the development to another person or entity, the owner will also sell or transfer to the buyer of the development, at the buyer's option, the water rights and permits then applicable to the development. The limitation that the water for the development is to be owner-provided and the restriction provided for in the preceding sentence shall be stated on the final plat governing the development, so as to provide notice to any future owners. The Public Report, Purchase Contracts, and Final Plats shall include a disclosure statement outlining that the development shall use treated effluent to maintain open space, common areas, and landscape tracts.

13. The development shall provide sound attenuation measures in accordance with ADOT standard details and requirements excepting any decibel reductions or sound attenuation credits for the use of a rubberized asphalt-paving surface. Any noise mitigation if required is the responsibility of the development.
14. Monument sign's sign panels shall have an integrated or decorative cover panel until a tenant name is added to the sign.
15. The uses within the Office/Light Industrial with Airport Access area shall be allowed under the following criteria. For the purposes of the stipulation, the following definitions are used:

Airpark – Those areas outside of the airport property being adjacent to and/or having direct access to paved taxi lanes and appropriate taxi lane safety areas which allow aircraft access to the airport runway/taxiway system through the crossing of the airport property line.

Airport – Those areas that are bordered by and are interior to the airport property line. Said property contains the runway/taxiway system.

Runway/Taxiway system – The areas within the airport property consisting of paved areas designated for the take-off, landing, parking, taxiing or other movement of fixed wing and rotary wing aircraft.

PROHIBITED USES

The uses prohibited within the airpark area include any activity that provides aeronautical services to the public in direct support of aircraft operations, maintenance, and service/repair.

PERMITTED USES

The uses permitted within the airpark area are those uses allowed under the I-1 zoning district, excepting those more airport intensive prohibited uses identified above. Permitted uses are generally described as transitional uses that are less airport intensive uses such as offices or businesses that use aircraft as part of the office or business. These businesses may self-fuel, maintain, or repair their own aircraft in accordance with the Airpark Rules and

Regulations. Uses which require access between the Airport and Airpark require an Airport access permit.

16. 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 detailed in the Airport Layout Plans.
17. Developer acknowledges that City does not guarantee the actual physical connection of the property from the Airpark area to the airport area. The Developer has the option to construct the on-airport taxiway connection subject to a Development Agreement.

Since zoning cannot guarantee or provide access to the airport, said access needs to be addressed through a development agreement. Developer understands and agrees that no right of access to any part of the Chandler Municipal Airport, including any of its taxiways or runways, accrues to or runs with any of the land that is subject to this zoning, including the airpark, as a consequence of this zoning. An owner or occupier of any portion of the airpark may apply to the City for permission to access and use the on-airport taxiways or runway. However, the decision to grant such permission shall be in the sole discretion of the City, and in no event, shall the granting of such permission constitute a right of access running with the permittee's property at the airpark.

18. The developer acknowledges that the hangar portion of the buildings in the Airpark area will not be for aeronautical services to the public, and that a certificate of occupancy needs to be obtained before the hangar can be utilized. In addition, each development with intended aircraft hangar construction must provide a paved aircraft-parking apron adjacent to the hangar and the taxiway safety area. Said area must be of sufficient size to be equal to or less than the square footage of the aircraft hangar.
19. All development shall comply with the approved FAR Part 150 Noise Compatibility Study and specifically sound proofing the buildings to achieve a 25- to 30-db reduction within the applicable noise contours.
20. A separate comprehensive sign package for the buildings shall be required at the time the first Preliminary Development Plan (PDP) is submitted.
21. The trail connection from the Paseo Canal to the central portion of the site shall be integrated with the development as each PDP application is reviewed.

SECTION II. Except where provided, nothing contained herein shall be construed to be and abridgment of any other ordinance of the City of Chandler.

SECTION III. The Planning & Development Department of the City of Chandler is hereby directed to enter such changes and amendments as may be necessary upon the Zoning Map of said Zoning Code in compliance with this ordinance.

INTRODUCED AND TENTATIVELY APPROVED by the City Council this 14th day of April 2005.

ATTEST:


CITY CLERK



MAYOR

PASSED AND ADOPTED by the City Council this 28th day of April 2005.

ATTEST:


CITY CLERK



MAYOR

CERTIFICATION

I, HEREBY CERTIFY, that the above and foregoing Ordinance No. 3673 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 28th day of April 2005, and that a quorum was present thereat.


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

PUBLISHED in the Tribune on May 4 & 11, 2005

Legal Description Chandler Airport Center

Job No. 03-043

Revised March 22, 2005
May 22, 2004

PARCEL NO. 1:

That portion of the Southwest quarter of Section 1, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa country, Arizona described as follows:

COMMENCING at the Southwest corner of Southwest quarter of said Section 1: thence North (an assumed bearing), along the West line of said Southwest quarter, 1759.72 feet to the POINT OF BEGINNING;

Thence N85°43'20"E, 1867.893 feet; thence N85°43'20"E, 601.33 feet; thence N89°32'11"E, 177.31 feet to a point on the East line of said Southwest quarter; thence S00°11'09"W, along said East line, 594.58 feet to the Southeast corner of the North half of said Southwest quarter; thence S89°21'14"W, along the South line of the North half of said Southwest Quarter, 2637.82 feet to the Southwest corner of the North half of said Southwest quarter; thence North, along the West line of said Southwest quarter, 438.60 feet to the POINT OF BEGINNING.

PARCEL NO. 2:

Farm Unit "E" or the Southwest quarter of the Southwest quarter of Section 1, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL NO. 3:

Farm Unit "F" or the Southwest quarter of the Southwest quarter of Section 1, Township 2 South, Range 5 East of the Gila and Salt River base and Meridian, Maricopa County, Arizona;

EXCEPT COMMENCING at the South quarter corner of said section 1; thence N0°05'11"W along the North-South midsection line of said Section 1, 33.00 feet to the POINT OF BEGINNING.

Thence S89°05'06"W along a line of 33.0 feet North of and parallel to the South line of the said Southwest quarter Section 1, 666.777 feet (record) 666.26 feet (calculated measured); thence N49°39'54"E, 834.73 feet (record), N49°56'20"E 834.72 feet (calculated measured); thence S40°20'06"E, 45.81 feet (record) 45.79 feet (calculated measured) to a point on the aforesaid North-South midsection line of said Section 1; thence S0°05'11"E along said North-South midsection line, 494.72 feet to the POINT OF BEGINNING.

PARCEL NO. 4:

The Northwest quarter of Section 12, Township 2 South, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

ORDINANCE NO. 4184

OFFICIAL FILE COPY
CITY OF CHANDLER
CITY CLERK

AN ORDINANCE OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY REZONING A PARCEL FROM AGRICULTURAL DISTRICT (AG-1) TO PLANNED AREA DEVELOPMENT (PAD) MIXED-USE BUSINESS PARK, AND BY REZONING PARCELS FROM PAD TO PAD AMENDED (DVR09-0023 CHANDLER AIRPORT CENTER) LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF CHANDLER, ARIZONA.

WHEREAS, application for rezoning involving certain property within the corporate limits of Chandler, Arizona, has been filed in accordance with Article XXVI of the Chandler Zoning Code; and

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

WHEREAS, a notice of such hearing was posted on the property at least seven (7) days prior to said public hearing; 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 I. Legal Description of Property:

See Attachment 'A'

Said parcels are hereby rezoned from Agricultural District (AG-1) to Planned Area Development (PAD) Mixed-Use Business Park (Chandler Airport Center) on approximately 1.14-acres located north of the northeast corner of Germann Road and the Consolidated Canal, and from PAD to PAD Amended to expand the list of permitted uses within approximately 134-acres of the Chandler Airport Center mixed-use business park, subject to the following conditions:

1. Compliance with the original stipulations adopted by the City Council as Ordinance 3673, case DVR04-0037 CHANDLER AIRPORT CENTER, except as modified by condition herein.
2. Development shall be in substantial conformance with Exhibit A, Development Booklet, entitled "CHANDLER AIRPORT CENTER ZONING AMENDMENT " kept on file in the City of Chandler Current Planning Division, in file number DVR09-0023, except as modified by condition herein.

3. Adult Vocational/Educational uses are only permitted within any parcel identified for Office uses. Other school/educational institutional uses such as public or private grade schools or other non-adult programs are not permitted on any parcel.
4. Public Assembly commercial entertainment and instructional uses within Parcel 15 shall incorporate the six (6) design elements/criteria contained within the Development Booklet titled Chandler Airport Center Zoning Amendment in case DVR09-0023 CHANDLER AIRPORT CENTER.

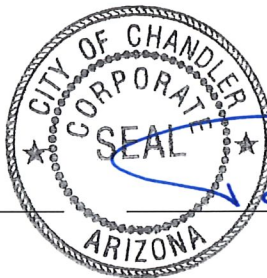
SECTION II. Except where provided, nothing contained herein shall be construed to be an abridgment of any other ordinance of the City of Chandler.

SECTION III. The Planning & Development Department of the City of Chandler is hereby directed to enter such changes and amendments as may be necessary upon the Zoning Map of said Zoning Code in compliance with this ordinance.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this 10th day of September 2009.

ATTEST:


CITY CLERK

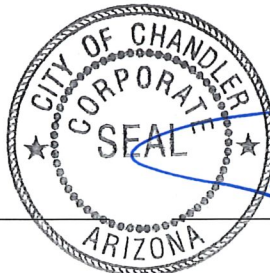




MAYOR

PASSED AND ADOPTED by the Mayor and City Council of the City of Chandler, Arizona, this 24th day of September 2009.

ATTEST:


CITY CLERK




MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 4184 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 24th day of September 2009, and that a quorum was present thereat.



CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

PUBLISHED in the Arizona Republic on October 2 and 9, 2009.

LEGAL DESCRIPTION

Chandler Airport Center Phase 1

A portion of the Southwest quarter of Section 1, Southeast quarter of section 2, and Northwest quarter of Section 12, Township 2 South, Range 5 East of the Gila and Salt River Meridian, Maricopa County, Arizona, including Lots 2, 3, 7, 8 and 18.

Chandler Airport Center Phase 2

A portion of the Southeast quarter of Section 2, Township 2 South, Range 5 East of the Gila and Salt River Meridian, Maricopa County, Arizona, including Lots 10, 11, 14, 15, 16, 17.

Chandler Airport Center Remnant Parcels (to be incorporated into Lot 15)

A portion of the Southwest Quarter of Section 2, Township 2 South, Range 5 East, Gila and Salt River Meridian, Maricopa County, Arizona, lying east of the Consolidated Canal and lying south of the existing south right-of-way line of State Route 202L (Santan Freeway), more particularly described as follows:

COMMENCING at a Stone at the southeast corner of the Southeast Quarter of said Section 2; thence S89°15'07"W (an assumed bearing) for a distance of 2,644.09 feet to a Brass Cap at the South Quarter corner of said Section 2; thence N00°20'49"W, along the east line of the Southwest Quarter of said Section 2, for a distance of 1,248.00 feet to a point on the east right-of-way line of said Consolidated Canal and the POINT OF BEGINNING;

Thence N33°22'56"W, along said east right-of-way line, for a distance of 29.49 feet; thence N24°50'55"W, along said east right-of-way line, for a distance of 137.78 feet; thence N08°18'30"W, along said east right-of-way line, for a distance of 262.34 feet; thence N21°48'59"W, along said east right-of-way line, for a distance of 153.20 feet to a point on the south right-of-way line of said State Route 202L; thence N89°11'50"E, along said south right-of-way line, for a distance of 165.63 feet to a point on the east line of the Southwest Quarter of said Section 2; thence S00°20'49"E, along said east line, for a distance of 553.80 feet to the POINT OF BEGINNING.

ORDINANCE NO. 4184

Attachment 'A'



City Council Memorandum Development Services Memo No. 24-013

Date: April 18, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
 Andy Bass, Deputy City Manager and Acting Development Services Director
From: Alisa Petterson, Senior Planner
Subject: PLH23-0063 CBREIM Frye

Proposed Motion:

Move City Council continue Rezoning and Preliminary Development Plan PLH23-0063 CBREIM Frye, to the May 9, 2024, City Council meeting.

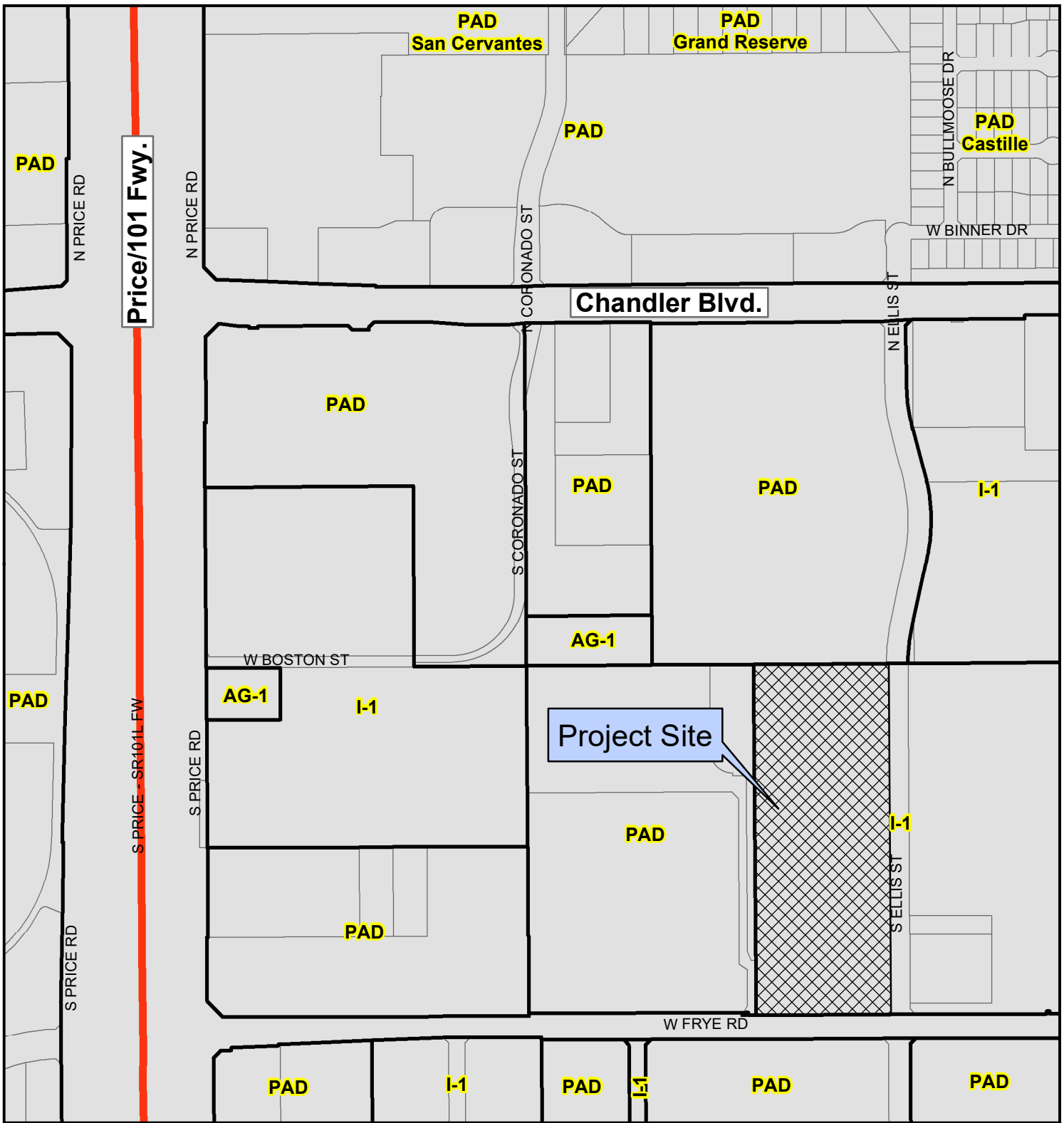
Background/Discussion

This request was continued from the March 20, 2024, Planning and Zoning Commission hearing to the April 17, 2024, Planning and Zoning Commission hearing as requested by the applicant for additional time to prepare the application.

To accommodate the adjusted Planning and Zoning hearing date, the applicant requests this item be continued to the May 9, 2024, City Council meeting.

Attachments

Vicinity Maps



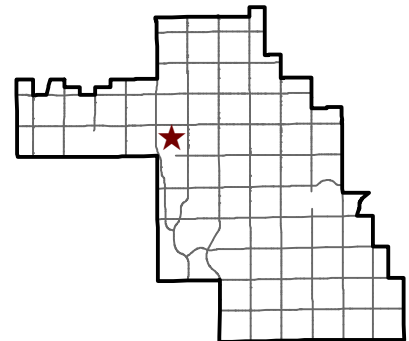
PLH23-0063 CBREIM Frye

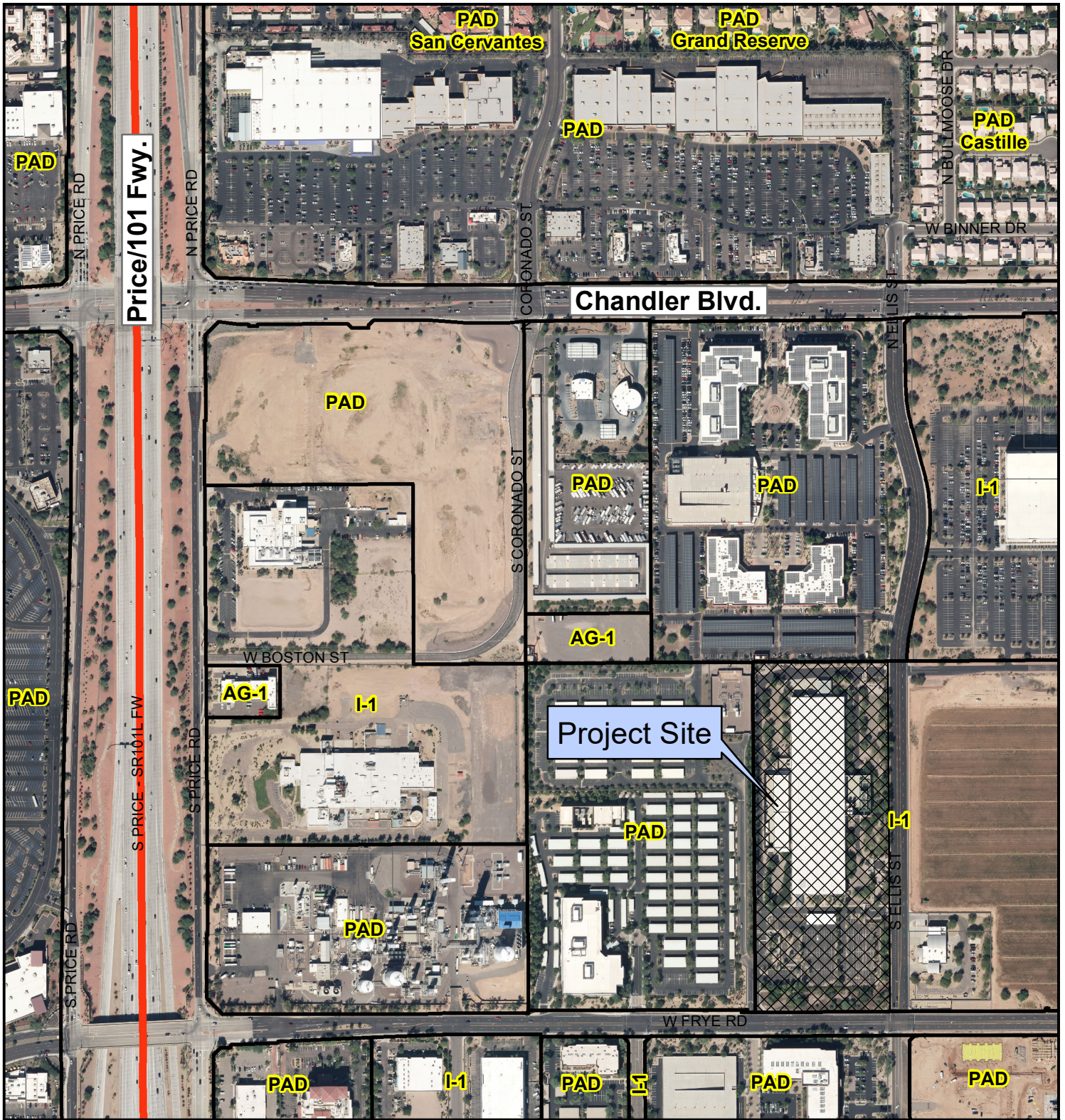


Proposed Project Details
Request for Rezone/PDP with Mid-Rise Overlay
14.49 Acres



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

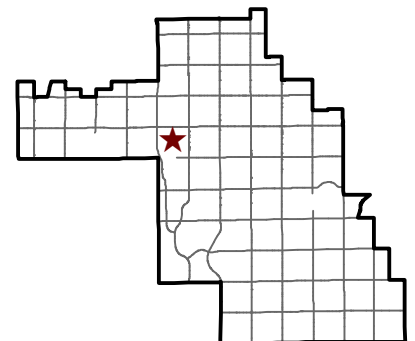




PLH23-0063 CBREIM Frye



Proposed Project Details
Request for Rezone/PDP with Mid-Rise Overlay
14.49 Acres



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



City Council Memorandum Development Services Memo No. DS24-005

Date: April 18, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager & Development Services Acting Director
Louis Kneip, Development Engineering Manager
Ryan Peters, Strategic Initiatives Director
From: Dennis Aust, Telecommunications and Utility Franchise Manager
Subject: Resolution No. 5796, Authorizing a License Agreement between Light Source Communications LLC, and the City of Chandler for the Use of Public Property for the Establishment of Class 4 and Class 5 Communications Systems

Proposed Motion:

Move City Council pass and adopt Resolution No. 5796, authorizing the Mayor to execute the license agreement between Light Source Communications LLC, and the City of Chandler for the use of facilities in the city's rights-of-way and public places to establish Class 4 and Class 5 Communications Systems, and authorizing the City Manager or designee to execute other documents as needed to give effect to the agreement.

Background:

Light Source Communications has filed an application with the city to install, operate and maintain an underground fiber optic communications system that may provide both Class 4 (lit fiber/active services) and Class 5 non-telecommunications services (dark fiber/internet services). The agreement provides terms for both services and is similar to agreements the city has with other providers. This item is for a five-year nonexclusive agreement. The expected time frame of Light Source Communications' current build plan is 12 months. Construction is planned to commence in May 2024 and end in May 2025 for the first 26,420 linear feet for a fiber backbone ring in the area near the Chandler Municipal Airport. Light Source primarily intends to serve business and institutional customers and does not anticipate utilizing micro-trenching construction methods.

Financial Implications:

The city has received a \$3,000 application fee to cover the city's cost for the processing of this application. A transaction privilege tax of 2.75% will be paid on any non-interstate telecommunications services (Class 4). Fiber that is not exempted by federal or state law and is used for non-telecommunications services (Class 5) is subject to an annual \$2.65 per linear foot fee as prescribed by the City's Fee Schedule capped at a maximum of 2% of Light Source Communications' gross revenues for services provided within the City of Chandler.

Attachments

Resolution No. 5796

Agreement for Use of Public Property

RESOLUTION NO. 5796

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING A LICENSE TO LIGHT SOURCE COMMUNICATIONS, LLC TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN, AND USE THE PUBLIC RIGHTS OF WAY WITHIN THE CITY TO PROVIDE TELECOMMUNICATIONS SERVICES (CLASS 4 LICENSE) AND FIBER OPTIC CABLE, INTERSTATE SERVICES, AND OTHER COMMUNICATION FACILITIES (COLLECTIVELY “INTERSTATE TELECOMMUNICATION SERVICES”) (CLASS 5 LICENSE) AS APPROPRIATE.

WHEREAS, the City of Chandler believes that it is in the City’s best interest to issue a license agreement for such purpose.

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

Section 1. Approves the City of Chandler Telecommunication Services (Class 4) and Interstate Telecommunication Services (Class 5) License Issued to Light Source Communications, LLC in the form attached hereto as Exhibit “A” and incorporated herein by reference.

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

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

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5796 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of April 2024, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

JMB



**CITY OF CHANDLER TELECOMMUNICATION SERVICES (CLASS 4) AND
INTERSTATE TELECOMMUNICATION SERVICES (CLASS 5) LICENSE ISSUED TO
LIGHT SOURCE COMMUNICATIONS, LLC**

City of Chandler Document No. _____
City Council Meeting Date: _____

THIS LICENSE ("License") is issued by the City of Chandler, an Arizona municipal corporation ("City") to Light Source Communications, LLC, an Arizona limited liability company ("Licensee") (City and Licensee are each a "Party" and collectively the "Parties") effective _____ ("Effective Date").

RECITALS

- A. On or about February 14, 2024, Licensee applied to the City for permission to construct, install, operate, maintain, and use the Public Rights of Way within the City to provide Telecommunications Services (Class 4 License) and Fiber Optic Cable, Interstate Services, and Other Communication Facilities (collectively "Interstate Telecommunication Services") (Class 5 License) as appropriate; and
- B. By the authority conferred by A.R.S. §§ 9-581-583, the Chandler City Charter, and Chandler City Code Chapter 46, the City is authorized to grant this License; and
- C. The City Council has authorized the Mayor or his designee to execute a license with Licensee to construct, install, operate, maintain, and use a System (defined hereinafter) in, along, under, over, and across certain Public Rights-of-Way within the City or on other City-owned property to provide Telecommunications Services and Interstate Telecommunications Services as appropriate.

LICENSE

NOW, THEREFORE, City hereby grants Licensee this License under the following terms and conditions:

SECTION 1. DEFINITIONS

For this License, unless the context otherwise requires, the following terms, phrases, words, and their derivatives have these meanings. When not inconsistent with the context, words in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural. The word "shall" is always mandatory and not merely directory. The terms, phrases, words, and their derivatives used in this License have the meanings given in Chapter 46 of the Chandler City Code as amended. If a conflict or ambiguity exists among the definitions in Arizona Revised Statutes, the Chandler City Code, and this License, the definitions in the following order prevail and control: (1) Arizona Revised Statutes; (2) Chandler City Code; (3) this License. Additional definitions for this License include:

"ACC" means the Arizona Corporation Commission.

"A.R.S." means Arizona Revised Statutes, as amended.

"Cable Services", "Cable System", "Video Services", and "Video Services Network" have the same meaning as defined in Chapter 46 of the Chandler City Code.

"City" means the City of Chandler, Arizona.

"City Council" means the Council of the City of Chandler.

"Commercial Mobile Radio Services" means two-way voice commercial mobile radio services as defined by the Federal Communications Commission in 47 United States Code § 157.

"Day" means calendar day unless noted otherwise.

"Encroachment Permit" means the nonexclusive permission granted by the City to Licensee within the Public Rights-of-Way for the specific location of Licensee's System and includes fees (if any) for the specific location, and other terms and conditions in accordance with the City Code, applicable Rights-of-Way construction regulations, and other applicable law.

"Environmental Laws" means all federal, state, and local laws, ordinances, rules, regulations, statutes, and judicial decisions now or subsequently in effect, in any way relating to or regulating human health, or safety, or industrial hygiene, or environmental conditions, or protection of the environment, or prevention or cleanup of pollution or contamination of the air, soil, surface water, or ground water.

"FCC" means the Federal Communications Commission.

"Gross Revenue" means: (i) all cash, credits, property of any kind or nature or other consideration that is received directly or indirectly by Licensee, its affiliates, or any person, firm, or corporation in which Licensee has a financial interest or that has a financial interest in Licensee and that is derived from Licensee's operation of its System to provide Telecommunication Services in the Service Area; and (ii) includes all revenue from charges for Telecommunications Services to subscribers and all charges for installation, removal, connection or reinstatement of equipment necessary for a subscriber to receive Telecommunication Services and any other receipts from subscribers derived from Licensee's operation of the System to provide Telecommunications Services, including receipts from forfeited deposits, sale or rental of equipment to provide Telecommunications Services, late charges, interest and sale of program guides; and (iii) the use or lease, in whole or in part, of Licensee's System located in Public Right-of-Way. Gross Revenue does not include: (i) any revenue not received by Licensee, even if billed, such as bad debt net of any recoveries of bad debt or any refunds, credits, allowances or discounts to subscribers to the extent that the refund, rebate, credit, allowance or discount is attributed to Telecommunication Services; and (ii), license fees, taxes or other fees or charges that Licensee collects and pays to any governmental authority; and (iii) any increase in the value of any stock, security or asset, or any dividends or other distributions made from any stock or securities.

"Hazardous Substances" means those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Laws and the following substances: gasoline, kerosene, or other petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials.

"Interstate Telecommunications Services" means a telecommunications corporation that places underground or above ground facilities in the Public Rights-of-Way.

"License" means this non-exclusive authorization granted by the City to construct, operate, maintain, reconstruct, repair, and remove the System.

"Licensee" means Light Source Communications, LLC, a Arizona limited liability company with its principal place of business at 16737 Anderson Dr., Southgate, MI 48195, to which this License is granted.

"Licensor" means the City of Chandler, Arizona, a municipal corporation of the State of Arizona as represented by the City Council and acting through the City Manager or the City Manager's designee.

"Pre-existing Environmental Condition" means the presence, emission, disposal, discharge, or release of any Hazardous Substance at, in, on, under, or about the System, however caused, existing prior to the placement of the System within the Public Rights-of-Way, whether the nature and extent of such contamination is known or unknown at the time.

"Provider" means a broadband internet access service provider that constructs, installs, operates, or maintains communications facilities in the Public Rights-of-Way.

"Public Rights-of-Way" means all roads, streets, alleys, and all other dedicated public rights-of-way and public utility easements located within the City's corporate boundaries.

"System" means Licensee's infrastructure and communications facilities and equipment including, but not limited to, conduit, fiber optic cables, splice cases, manholes, hand holes, power pedestals and other related and associated facilities installed in the Public Rights-of-Way, and when specifically authorized by the City on other City-owned property, and which are used to provide Telecommunication Services and Interstate Telecommunication Services.

"Telecommunications" has the same meaning as defined in A.R.S. § 9-581(4), as amended.

"Telecommunications Corporation" has the same meaning as defined in A.R.S. § 9-581(5), as amended.

"Telecommunications Services" has the same meaning as defined in A.R.S. § 9-581(6), as amended.

SECTION 2. PERMISSION GRANTED

2.1. Grant. Subject to the provisions of this License, the Chandler City Charter, the Chandler City Code, and Arizona and federal law, the City grants to Licensee nonexclusive and revocable rights and nonexclusive and revocable privileges as set forth in this License to construct, install, operate, and maintain its System in the Public Rights-of-Way and on other City-owned property.

2.1.1 At any time during the term of this License, Licensee may apply to the City for encroachment permits that set forth the specific location of Licensee's System, fees (if any) for the specific location, and other terms and conditions. The City may approve, deny, or conditionally approve Licensee's encroachment permit application based on the following but not exclusive reasons: (i) availability of space at the location sought by Licensee; (ii) public health, safety, and welfare; and (iii) other considerations in accordance with the City Code, applicable construction regulations, and other applicable law.

2.1.2 Subject to the permission of the affected property owner, this License also authorizes Licensee to place its System on property owned by third parties, such as an electric utility company or other private property owners. Provided; however, the System installed or constructed by Licensee on the private property satisfies applicable Rights-of-Way Construction regulations and is installed underground in accordance with applicable law including Section 47-4 of the Chandler City Code. Upon request from the City, Licensee must promptly furnish to the City documentation of the third party's permission. By executing this License, the City does not waive any rights that City may have against any public utility or other third party to require such owners to obtain the City's prior approval for such uses of their property or facilities, or that revenues received by any public utility or other property owner from Licensee be included in the computation of the use fees owed by such parties to the City. Nothing contained in this paragraph or in this License authorizes Licensee to enter into an agreement with any third party that results in new aerial attachments or aerial overlash of existing plant whether owned or leased from a third party. Licensee's attachment of facilities or equipment must be accomplished through existing infrastructure, and which results in no aerial overlash of existing infrastructure.

2.1.3 No component or part of Licensee's System may be installed, constructed, located on, or attached to any property within the City until Licensee has applied for and received approval for an encroachment permit under Chapter 46 of the Chandler City Code. Additionally, Licensee must comply with all other provisions of the Chandler City Code including, but not limited to, Chapter 35 related to zoning, Chapter 47 related to off-site construction, and other applicable City regulations.

Any right or privilege claimed under this License by Licensee for any use in the Public Rights-of-Way and on other City-owned property is subordinate to any City prior or subsequent lawful occupancy or use or any other governmental entity and is subordinate to any prior easements. Provided; however, nothing in this License extinguishes or otherwise interferes with the Parties' property rights established independently of this License.

- 2.1.4 Nothing in this License will be construed to prevent the City from abandoning, altering, improving, repairing, or maintaining the City's facilities in the Public Rights-of-Way, and for any or more of such purposes or any other lawful purpose requiring Licensee, at Licensee's expense and no expense to the City, to remove, relocate, or abandon in place Licensee's System to accommodate the City's projects and activities. The City will not be liable for Licensee's lost revenues, however caused, due to any City activity or project in the Public Rights-of-Way, when such costs or lost revenues result from the construction, operation, or maintenance of City facilities and any other lawful project or activity in the Public Rights-of-Way. Provided; however, the City's activities and projects that result in such costs or lost revenues to Licensee are conducted in accordance with applicable laws and regulations.

2.2 Description of the Services, System, and its Construction.

- 2.2.1 Licensee uses its System to provide Communication Services, including a high-speed fiber-to-the-home ("FTTH") network offering broadband internet to residential and commercial customers throughout the City of Chandler. Licensee represents and warrants that Licensee does not provide services that are considered multichannel video programming services, video services provided by an open video system, cable television, or video services.
- 2.2.2 Licensee acknowledges, represents, warrants, and agrees that: (i) if a CC&N or other authorization is required by law for certain services, Licensee agrees that it will not provide these services under this License until Licensee receives the proper authorization; (ii) if Licensee obtains a CC&N or other legal authorization during the term of this License, Licensee will furnish a copy of any legal authorization to City as provided in this License within 30 days of receipt; and (iii) Licensee will indemnify, defend, save, and hold harmless the City as provided in this License and assume all liability and risk for Licensee's failure to possess the proper legal authorization to provide some or all of the services under this License.
- 2.2.3 As part of Licensee's authorized System, Licensee may install empty conduit and dark fiber within the Public Rights-of-Way or on other City-owned property.
- 2.2.4 Licensee must obtain the proper and necessary encroachment permit before Licensee begins any work or construction in the Public Rights-of-Way or on other City-owned property.
- 2.2.5 Unless otherwise required by applicable law, Licensee's must install and construct Licensee's System underground by trenching or boring conduit along with surface mounted hand holes for access to the fiber for splicing. This license permits Licensee's construction of its System within the Public Rights-of-Way or on other City-owned property. It is the Parties' intent that the Parties will work to minimize inconvenience to Chandler residents other Public Rights-of-Way users. Before Licensee installs the System, Licensee must submit specifications for proposed manholes and pull boxes to the City for approval, which approval the City will not unreasonably delay or withhold. All work on Licensee's System must comply with the Uniform Standard Specifications for Public Works Construction sponsored and distributed by the Maricopa Association of Governments as amended (hereinafter referred to as "MAG Specs"), the City supplements to MAG Specs, all lawful and reasonable requirements of the City Utility Manual and must follow and comply with industry best practices and standards. As required by City specifications, all of Licensee's conduits must be placed outside of the Public Rights-of-Way or on other City-owned property wherever and whenever possible except as otherwise allowed by Microtrenching (defined below) standards approved by the City. Provided; however, Licensee must build the System in accordance with plans approved by the City.
- 2.2.6 Any changes to the System must be approved in writing by the City Engineer's designee, which approval will not be unreasonably withheld or delayed.
- 2.2.7 Licensee shall retain an independent testing company, approved by City in its reasonable discretion

without undue condition or delay, to test all materials that will be used to remediate City and third-party facilities, and which are subject to materials testing pursuant to MAG Specs and the City supplements to MAG Specs. All testing results must be sent to the City within 3 business days of Licensee's possession or knowledge of the results.

2.2.8 Licensee's installation of the System must be reasonably coordinated with other utilities and the City to accommodate opportunities for common installation along with Licensee's project as set forth in this License. In accordance with applicable law, all installations must be located underground and in conduit as reasonably approved by the City Engineer. Provided; however, nothing in this License requires Licensee to incur any material additional expense to accommodate common installations. The provisions relating to material additional expense in the foregoing sentence relate only to coordinated common installations and are not applicable to any other section of this License.

2.2.9 Licensee must install the System according to City approved details, standards, and requirements. Licensee may install portions of the System in trenches that are shallower or narrower than the City's preferred standards in areas of the City as allowed by the City Engineer and if Licensee's installation complies with City-approved microtrenching details, standards, and requirements (collectively "Microtrenching"). Licensee acknowledges, accepts, and agrees that the City will not be liable for any damage or harm caused by the City, its employees, officers, officials, agents, representatives, and contractors to any portion of Licensee's System installed using Microtrenching.

2.3 Location of the System.

2.3.1 At the time of proposed construction, Licensee must submit an encroachment permit application(s) together with the details, plans, and specifications for the City's review and approval, and pay all applicable application, review, and inspection fees before all construction work is performed under the rights and privileges granted under this License. This work includes but is not limited to the installation, operation, maintenance, and location of all the System. The proposed locations of Licensee's planned installation of its System including related facilities or equipment is depicted on the map attached and made a part of this License as Exhibit A ("Service Area"). The System must be depicted more specifically on engineering drawings provided to the City as part of the encroachment permit process and must be updated annually on the anniversary date of this License in accordance with section 4.2.5. Proposed locations of the System that are part of any encroachment permit(s) must also be made a part of a general depiction of Licensee's System in Exhibit A and must be updated at the time of License renewal or amendment.

2.3.2 Although the exact placement and location of Licensee's System will be determined by the City through the Encroachment Permit process, Licensee has expressed its intent and the City has expressed its desire to have the System installed outside of the paved street areas whenever such location is feasible and reasonable. Further, it is the intent and desire of both Parties that when it is necessary for the System to intersect City streets or be placed under paved areas, Licensee must use directional boring unless a deviation is authorized by the City Engineer.

2.3.3 If Licensee desires to change the location of any of the System, including any related facilities or equipment, from the location depicted in initial encroachment permit application(s), Licensee must submit revised plans to apply for and obtain approval for an amendment to the encroachment permit, prior to installation and construction of the facilities or equipment.

SECTION 3. SCOPE

3.1 Licensing Requirements. This License satisfies the licensing requirements of, and is in accordance with, the provisions of Chapter 46 of the Chandler City Code.

3.2 Use of Licensee's System by Others. This License authorizes Licensee in its ordinary course of business: (i) to

lease to or contract with others for use of all or part of the System, except to aerial overlash, attach to poles and/or store aerial fiber for purposes of leasing or contracting with others for use of all or part of the system, and (ii) to sell dark fibers, conduit, or any other facilities that are parts of the System to others that have an agreement, franchise, or other licenses with the City to use the Public Rights-of-Way and on other City-owned property. Under this section, Licensee must first provide written notice to the City of the identity of the proposed user or purchaser and a description of the proposed use or sale arrangement as provided in A.R.S. § 9-583(D). In the event the lease or agreement provides for the other entity to construct, install, operate, or maintain any of Licensee's System, no such arrangement may proceed until the other entity enters a License with the City for use of the Public Rights-of-Way.

3.2.1 Licensee may not allow third parties to use its System for any use that Licensee itself does not have the authority under this License.

3.2.2 Licensee may enter into agreements with third-party Communications Corporations in the ordinary course of business for the resale of Communications Services. Such Agreements ("User Contracts") are subject to all requirements and provisions of this License.

3.3 Co-location. Licensee's installation of the System must be reasonably coordinated with other utilities and the City to accommodate opportunities for common installation along with Licensee's project as set forth in this License. All installations must be located as approved by the City Engineer.

3.4 Compliance with Laws.

3.4.1 Licensee must comply with all applicable laws as amended from time to time including but not limited to, the Chandler City Code, the Chandler Charter, and Arizona and federal law in the exercise and performance of its rights and obligations under this License. If it is necessary for Licensee to comply with any law or regulation of the FCC or the Arizona Corporation Commission ("ACC") to engage in the business activities anticipated by this License, Licensee must comply with such laws or regulations as a condition precedent to exercising any rights granted by this License. Provided; however, no such law or regulation of the FCC or ACC may enlarge or modify any of the rights or duties granted by this License without a written modification to this License.

3.4.2 To the extent that Licensee uses the Public Rights-of-Way or other City-owned property to provide services other than intrastate calls through System, the use of the Public Rights-of-Way or other City-owned property is subject to the terms and conditions of this License and any applicable permits and laws.

3.5 Reports.

3.5.1 Upon request, Licensee will provide to City copies of any non-confidential communications and reports submitted by Licensee to the FCC or any other federal or state regulatory commission or agency with jurisdiction into any matters that directly affect this License.

3.5.2 In addition to the reports required in Section 4.2.3 of this License, upon City's request, Licensee will provide City with regular reports, as needed, to establish Licensee's compliance with the various requirements, fees, and other provisions of this License.

3.6 Non-Interference.

3.6.1 Licensee's System must be constructed, installed, operated, and maintained to interfere as little as possible with traffic or other authorized uses over, under, or through the Public Rights-of-Way and on other City-owned property. All phases of permitting, construction, traffic control, backfilling, compaction and paving, and the location or relocation of the System are subject to the City's jurisdiction as described in MAG, City supplements to MAG, and the City of Chandler Utility Manual. Licensee must keep accurate construction and installation records of the location of all its System and facilities, both aboveground and underground within the City and furnish them to City within sixty (60) days of installation. Licensee must furnish such information in an electronic format compatible with the then current City electronic format.

- 3.6.2 Licensee must locate and relocate, at its own expense, any facilities, equipment, or other encroachment installed or maintained in, on, or under the Public Rights-of-Way and on other City-owned Property as may be necessary to facilitate any public purpose or any City project or activity whenever directed to do so by City in writing on a non-discriminatory basis. Such relocations must be accomplished in accordance with the directions from City including the City's construction schedule and made under the same terms and conditions as the initial installation allowed pursuant to this License and encroachment permit. Licensee must reimburse the City for any direct or indirect damages incurred by the City because of delays in locations or relocations as required by this paragraph if caused by Licensee's negligence, willful misconduct, or undue delay.
- 3.6.3 Licensee agrees to obtain permits as required by this License prior to removing, abandoning, relocating, or repair of any portion of its System in the Public Rights-of-Way and on other City-owned property. Notwithstanding the foregoing, City understands and acknowledges there may be instances when Licensee is required to make repairs that are of an emergency nature or in connection with an unscheduled disruption of the System. Licensee will maintain any annual permits required by the City for such repairs. Licensee will notify City, if practicable, before the repairs and will apply for and obtain the necessary permits the next business day after the repairs are initiated.

SECTION 4. FEES, CHARGES, LETTER OF CREDIT, SECURITY FUND, DAMAGE TO THE PUBLIC RIGHTS-OF-WAY AND OTHER CITY-OWNED PROPERTY

Licensee will be solely responsible for the payment of all fees and charges in connection with Licensee's performance under this License, including those set forth below.

- 4.1 Application Fee. Licensee must pay the City a fee in the amount of \$3,000.00 to process the application for this License before approval of this License is submitted to the City Council.
- 4.2 Annual Fee. Licensee must pay an annual fee to use the Public Rights-of-Way and other City-owned property under the terms and conditions of this License and as calculated under this section (collectively "Annual Fee").
- 4.2.1 The City will assess, and Licensee must pay, any Annual Fee in accordance with A.R.S. §§ 9-582-583. Licensee bears the burden to show Licensee's payment of any Annual Fee is not required under A.R.S. §§ 9-582-583. Licensee must pay all taxes on intrastate telecommunications services as provided by applicable law and Licensee must pay any Annual Fee as provided in this License for the portions of Licensee's System that are not excluded under A.R.S. §§ 9-582-583.
- 4.2.2 If Licensee's System carries interstate traffic between and among Licensee's interstate points of presence or leases its dark fiber to another carrier for purposes of carrying interstate traffic between and among that telecommunications corporation's interstate points of presence, Licensee must pay the lesser amount of: (i) \$2.55 (for calendar year 2023) per linear foot for trench located in the Public Rights-of-Way or on other City-owned property; or (ii) two percent (2%) of Gross Revenue for such use. City may, but is not obliged to, accept in-kind consideration in lieu of the Annual Fee if offered by Licensee.
- 4.2.3 If Licensee's System carries interstate traffic between and among Licensee's interstate points of presence or leases its dark fiber to any entity not included in Section 4.2.2 of this License, Licensee must pay the lesser amount of: (i) \$2.55 (for calendar year 2023) per linear foot for trench located in the Public Rights-of-Way or on other City-owned property; or (ii) two percent (2%) of Gross Revenue for such use.
- 4.2.4 If Licensee places empty conduit in the Public Rights-of-Way or on other City-owned property for services other than those listed in Section 4.2.1, Licensee must pay the lesser amount of: (i) \$2.55 (for calendar year 2023) per linear foot for trench located in the Public Rights-of-Way or on other City-owned property; or (ii) two percent (2%) of Gross Revenue for such use.

- 4.2.5 On the annual anniversary of the Effective Date, Licensee will report to the City the amount of linear feet of trench, if any, or the amount of Gross Revenue, if any, subject to the Annual Fee under Sections 4.2.2, 4.2.3, or 4.2.4 permitted and installed in the Public Rights-of-Way or on other City-owned property. The Annual Fee for the coming year will be adopted as part of the annual fee schedule adopted by the City Council. If the Annual Fee is based on the amount of linear feet of trench located in Public Rights-of-Way or on City-owned property, the Annual Fee is calculated by multiplying the current annual per linear foot fee, as adjusted by annual CPI under section 4.2.7 for the year of payment, by the linear footage of trench permitted or installed in the Public Rights-of-Way or on other City-owned property. If the Annual Fee is based on Gross Revenue, Licensee will report the amount of Gross Revenue generated during the twelve (12) consecutive months prior to the anniversary date of the Effective Date and multiply this amount by two percent (2%). The Licensee must pay, and the City must receive, any Annual Fee that is due before the City will issue any new encroachment permits for additional facilities or equipment in the Public Rights-of-Way or other City-owned property.
- 4.2.6 In the event Licensee cancels or returns a permit and does not construct or install the System approved by such a permit, the fees Licensee previously paid for the respective permit may be applied as a credit to a future Annual License Fee or may be refunded to Licensee by City.
- 4.2.7 The Annual License Fee will be adjusted based on the percentage of change in the consumer price index ("CPI") for the previous twelve-month period. Any increase in the Annual License Fee will be referred to herein as the "Adjusted Fee." In no event may the Adjusted Fee be less than the Annual License Fee for the prior year. For purposes of this License, CPI is defined as the Western Region Consumer Price Index for All Urban Customers, All Items, as published by the Bureau of Labor Statistics (BLS), United States Department of Labor. Base period 1982-84 = 100. Adjusted Fees will be effective upon the next subsequent anniversary of the Effective Date. The change in CPI will be calculated based on the change in the CPI for the previous twelve-month period. The City will compute the Adjusted Fee as follows. The following example illustrates calculation of the change factor for a twelve-month period ending in January 2018.

CPI January 2018	258.638
CPI January 2017 (prior year)	250.814
Calculated change in CPI	$258.638/250.814$
Change in CPI	1.031 (rounded to nearest tenth) = 3.1%

If the BLS ceases publication of the specified CPI, City and Licensee may determine an agreeable inflation index that most clearly approximates the Western Region CPI for the remaining term of the License.

4.3 License to Use City's Freeway Ducts and Conduit. If Licensee wishes to occupy one (1) four-inch (4") conduit owned by the City within the duct bank underneath a freeway located within the City and which City controls, Licensee must pay the City \$18,000 per year for the term of this License for this use. Licensee may use the conduit solely to install and operate the System authorized under the terms and conditions of this License. Licensee's payment for use of the duct is due on or before the Effective Date and each annual anniversary thereafter. Licensee's use of the City's Freeway conduit(s) must be reflected in Exhibit A.

4.4 In Kind. This License does not currently require any in-kind payment to City by Licensee. However, if Licensee has not paid any fees required under Section 4, the Parties may agree in writing to new in-kind payments to offset to any fees not paid by Licensee. This subsection imposes no obligation on the City to agree to offset any fees in this License or in any future License.

4.5 Failure to Pay. Licensee agrees that if it fails to pay the Annual Fee owed to the City by the time prescribed for payment, Licensee must pay interest on the amounts owed, at the rate of one percent (1%) per month.

4.6 Invoice and Payment Information:

- 4.6.1 The City will send invoices for fees and charges under this License to Licensee at the following address:

Light Source Communications, LLC
Attn: Pete Empie, COO
16737 Anderson Dr.
Southgate, MI 48195

Invoicing contact information:

Submit invoices to: pempie@lightsourcecom.net

Invoicing/Payment Questions: pempie@lightsourcecom.net

- 4.6.2 Licensee will send payment to the City under this License made payable to the "City of Chandler" at the following address:

City of Chandler
ATTN: Development Services
Mail Stop 403
P.O. Box 4008
Chandler, AZ 85244-4008
Phone: 480-782-3000
Email: tuf@chandleraz.gov

4.7 Taxes. Licensee must obtain any required business/sales tax licenses and pay any applicable City, county, and state transaction privilege and use tax. The Annual Fee must not be an offset to the transaction privilege tax due and owing by Licensee.

4.8 Permit Fees and Construction Costs. In addition to the fees and taxes set forth herein above, Licensee must pay those fees and charges for encroachment permit applications, inspection, testing, plan review, pavement damage fees, and any other fees adopted by City and applicable to persons doing work in the Public Rights-of-Way or on City-owned property. Additionally, if the City reasonably requires retaining outside inspectors or other persons to review and inspect Licensee's plans, specifications and construction of the System, Licensee must reimburse the City for its actual and documented costs incurred in connection therewith.

4.9 Letter of Credit or Cash Bond.

4.9.1 Amount; Purpose. Within thirty (30) Days after the Effective Date of this License, Licensee must deposit with the City one of the following: (i) an irrevocable letter of credit ("LOC") in the amount of \$50,000 ("LOC"); or (ii) a cash bond in the amount of \$50,000 ("Bond"). The form and substance of the LOC or Bond must comply with the form, terms, and conditions as attached in Exhibit "B". The LOC or Bond will be used to assure: (a) the faithful performance by Licensee of all provisions of this License; (b) compliance with all orders, permits, and directions of any City department having jurisdiction over Licensee's acts or defaults under this License; and (c) Licensee's payment of any penalties, liquidated damages, claims, liens, and taxes due to the City that arise by reason of the construction, operation, or maintenance of the System, including cost of removal or abandonment of any of Licensee's property. Licensee will be required to replenish any draw down of the LOC or Bond during the term of this License within thirty (30) Days of notification from the City, unless by mutual written agreement of the Parties.

4.9.2 Drawing on Letter of Credit. The LOC may be drawn upon by the City by presentation of a draft at sight on the lending institution, accompanied by a written certificate signed by the City Manager certifying that Licensee has failed to comply with this License, stating the nature of noncompliance, and stating the amount being drawn. The rights reserved to the City with respect to the letter of credit are in addition to all other rights of the City, whether reserved by this License or authorized by law, and no action proceeding against a letter of credit will affect any other right the City may have.

- 4.9.3 Drawing on Cash Bond. The Bond may be drawn upon by the City by presentation of written notice to Licensee as provided in this License, signed by the City Engineer certifying that Licensee has failed to comply with this License, stating the nature of noncompliance, and stating the amount being drawn. The rights reserved to the City with respect to the Bond are in addition to all other rights of the City, whether reserved by this License or authorized by law, and no action proceeding against the Bond will affect any other right the City may have.

4.10 Damage to Public Property. Whenever the installation, removal, or relocation of any of Licensee's System is required or permitted under this License, and such installation, removal, or relocation causes damage to Public Rights of Way or other City-owned property, Licensee at its sole cost and expense must promptly repair and return Public Property in which the System components are located to a safe and satisfactory condition in accordance with applicable laws, with provisions in the City of Chandler Utility Manual and the Maricopa Association of Governments (hereinafter referred to as "MAG") and the City's supplements to MAG, reasonably satisfactory to the City Engineer. If Licensee does not repair the Public Property as just described in a reasonable amount of time, then City shall have the option, upon fifteen (15) days prior written notice to Licensee, to perform or cause to be performed such reasonable and necessary work on behalf of Licensee and to charge Licensee for the actual documented costs incurred by the City at City's standard rates, plus an administrative fee of fifteen percent (15%). Upon the receipt of a demand for payment accompanied by explanation of cost and fees incurred by City, Licensee must, within forty-five (45) days, reimburse City for such costs. For any pavement cuts by Licensee, Licensee agrees to restore the pavement and to reimburse the City for all costs arising from the reduction in the service life of any public road, in accordance with the provisions of Chapter 46 of the Chandler City Code and the fees established by the City pursuant thereto. Licensee agrees to pay within forty-five (45) days from the date of issuance of an invoice and explanation of costs and fees from City.

SECTION 5. TERM OF LICENSE

The term of this License and duration of the rights, privileges, and authorizations granted hereunder will be for five (5) years from the Effective Date. The term will automatically renew for three (3) additional five-year terms for a total term of twenty (20) years unless either Party provides the other Party with prior written notice of its intent not to renew no less than six (6) months prior to the end of the then current term.

SECTION 6. ACCEPTANCE AND EFFECTIVE DATE

6.1 Written Acceptance. Licensee's execution of this License constitutes Licensee's acceptance of the License as granted and Licensee's agreement to be bound by and to comply with and to do everything, which is required of the Licensee by this License. Licensee's signature must be acknowledged before a notary public. This License is effective upon execution by both Parties.

6.2 Validity of License. Licensee must acknowledge that as a condition of acceptance of this License, Licensee was required to be represented throughout the negotiations of the License by its own attorneys and Licensee had the opportunity to consult with its own attorneys about its rights and obligations regarding the License. Licensee has reviewed City's authority to execute and enforce this License and has reviewed all applicable law, both federal and state, and, after considering same, Licensee acknowledges and accepts the right and authority of City to execute this License, to issue this License and to enforce the terms herein.

SECTION 7. INSURANCE AND INDEMNITY

7.1 Insurance Responsibility. During the entire term of this License, Licensee must insure its property and activities and must provide insurance and indemnification as follows. Licensee must procure and maintain, and must cause its contractors to procure and maintain as provided in Section 7.7 below, until all their respective obligations have been discharged, insurance against claims for injury to persons or damage to property that may arise from or in connection with Licensee's obligations under this License and Licensee's activities including, but not limited to, the installation, construction, relocation, removal, repair, operation, and maintenance of the System by Licensee, its agents, representatives, employees, or contractors. The insurance requirements herein are minimum requirements for this License and in no way limit the indemnity covenants contained in this License. The City in no way warrants that the minimum limits contained herein are sufficient to protect Licensee from liabilities that might arise out of this License by

Licensee, its agents, representatives, employees or contractors, and Licensee is free to purchase such additional insurance as may be determined necessary.

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

7.2.1 Commercial General Liability – Occurrence Form

Said insurance must also include coverage for products completed operations, independent contractors, personal injury, property damage, and advertising injury.

Products – Completed Operations Aggregate	\$10,000,000
Each Occurrence	\$10,000,000

The policy must be endorsed to include the following additional insured language: "The City of Chandler, its agents, representatives, officers, directors, officials, employees, and volunteers must be named as an additional insured with respect to liability arising out of the activities performed by Licensee." This endorsement may not contain an exclusion or limitation of completed operations coverage as regards the additional insured except with respect to the stated aggregate limits of liability. The policy may not exclude the explosion/collapse/underground ("xcu") hazard.

7.2.2 Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of work under this Agreement.

Combined Single Limit (CSL)	\$1,000,000
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The policy must contain an "MCS-90" endorsement providing for clean-up of pollution conditions arising from transported product, if the work performed under the Agreement requires the transportation of any Hazardous Substances by motor vehicle. The policy must also be endorsed to include the following additional insured language: "The City of Chandler its agents, representatives, officers, directors, officials, employees, and volunteers must be named as an additional insured with respect to liability arising out of the activities performed by Licensee, including automobiles owned, leased, hired, or borrowed by Licensee".

7.2.3 Worker's Compensation and Employers' Liability

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

Policy must contain a waiver of subrogation against the City of Chandler.

7.2.4. Pollution Liability:

Per Occurrence	\$5,000,000
Annual Aggregate	\$5,000,000

The policy must be endorsed to include the following additional insured language: "The City of Chandler its agents, representatives, officers, directors, officials, employees, and volunteers must be named as an additional insured with respect to liability arising out of the activities performed by Licensee."

The policy must include coverage for: (a) cleanup of sudden or accidental pollution conditions arising from the System, as defined in the License; (b) cleanup of new conditions arising from Licensee's

operations and use of Public Rights-of-Way or City-owned property under this License and third-party claims for on and off-site bodily injury and property damage.

Licensee warrants that any retroactive date under the policy must precede the Effective Date of this License; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this License is completed.

7.2.5. Tech E&O, Network Security and Privacy Liability Insurance (Cyber):

Per Loss	\$10,000,000
Annual Aggregate	\$10,000,000

(a) In the event that the professional liability insurance required by this License is written on a claims-made basis, Licensee warrants that any retroactive date under the policy will precede the Effective Date of this License; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the Effective Date of this License. If such insurance is maintained on an occurrence form basis, Licensee must maintain such insurance for an additional period of one (1) year following termination or expiration of this License. If such insurance is maintained on a claims-made basis, Licensee must maintain such insurance for an additional period of three (3) years following termination or expiration of this License. If Licensee contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), Licensee must provide proof of same.

(b) The insurance must provide coverage for the following risks: (i) Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form; (ii) Network security liability arising from the unauthorized access to, use of or tampering with the System including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure; (iii) Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, the System, network or similar computer related property and the data, software, and programs thereon.

(c) The policy must provide a waiver of subrogation.

7.3 Additional Insurance Requirements: The policies must contain, or be endorsed to contain, the following provisions: Licensee's insurance coverage must be primary insurance and non-contributory with respect to the obligations that Licensee has undertaken under this License. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, volunteers, and employees, for losses arising from work performed by the Licensee under this License.

7.4 Notice of Cancellation: Each insurance policy required by the insurance provisions of this License must provide the required coverage and must not be canceled or materially changed except after thirty (30) days prior written notice has been given to the City. Such notice must be sent directly to the addresses listed below and must be sent by certified mail, return receipt requested:

City of Chandler
 Attention: Development Services Department
 P.O. Box 4008, Mail Stop 405
 Chandler, Arizona 85244-4008
 Phone: (480) 782-3000
 Email: tuf@chandleraz.gov

With a copy to: Office of the City Attorney
 Attention: Risk Management

175 South Arizona Avenue
P.O. Box 4008 Mail Stop 602
Chandler, Arizona 85244-4008
Phone: (480) 782-4640
Fax: (480) 782-4652
Email: legal.notices@chandleraz.gov

7.5 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an "A.M. Best" rating of not less than A- VII. City in no way warrants that the above-required minimum insurer rating is sufficient to protect Licensee from potential insurer insolvency.

7.6 Verification of Coverage: Licensee must furnish City with certificates of insurance (ACORD form or equivalent approved by City) as required by this License. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by City before work commences. Each insurance policy required by this License must be in effect at or prior to commencement of work under this License and remain in effect for the duration of the License. Failure to maintain the insurance policies as required by this License or to provide evidence of renewal is a material breach of this License. All certificates required by this License must be sent directly to the City of Chandler Development Services Department with a copy to Risk Management as the addresses listed in Section 7.4. The License number and description are to be noted on the certificate of insurance. At City's request, Licensee must make certified copies of all insurance policies required by this Licensee available for City's review through a representative and at a location within Maricopa County, Arizona designated by Licensee.

7.7 Contractors: Licensee's certificate(s) must include all contractors as additional insureds under its policies or contractors must maintain separate insurance as determined by Licensee and contractors must name City of Chandler as an additional insured, however, contractor's limits of liability must not be less than \$1,000,000 per occurrence, \$2,000,000 aggregate.

7.8 Approval: Any modification or variation from the insurance requirements in this License must have prior approval from the Office of the City Attorney, whose decision will be final. Such action will not require a formal contract amendment but may be made by administrative action.

7.9 Indemnity. In addition to all other indemnities and other obligations hereunder, to the fullest extent permitted by law, throughout the term of this License or any and all permits and until all obligations and performances under or related to this License are satisfied and all matters described in this paragraph are completely resolved, Licensee and all other persons using, acting, working, or claiming through or for Licensee (if they or their subcontractor, employee, or other person or entity hired or directed by them participated in any way in causing the claim in question) must jointly and severally indemnify, defend, and hold harmless City and all other Additional Insureds for, from, and against any and all claims or harm related to Licensee's use of the Public Rights-of-Way or other City-owned property or the rights granted to Licensee with respect to the Public Rights-of-Way or City-owned property or Licensee's exercise of its rights under this License (the "Indemnity"). Without limitation, the Indemnity must include and apply to any and all allegations, demands, judgments, assessments, taxes, impositions, expenses, proceedings, liabilities, obligations, suits, actions, claims (including without limitation claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use, financial harm, or other impairment), damages, losses, expenses, penalties, fines, or other matters (together with all reasonable attorney fees, court costs, and the cost of appellate proceedings and all other costs and expenses of litigation or resolving the claim) that may arise in any manner out of Licensee's use of the Public Rights-of-Way or other City-owned property pursuant to this License or any and all Permits, or any actions, acts, errors, mistakes or omissions relating to work or services in the performance of or related to this License by Licensee, including without limitation any injury or damages or cause of action claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents, or other persons upon or using the Public Rights-of-Way or other City-owned property or surrounding areas related to Licensee's exercise of its rights under this License, except to the extent caused by City or any other Additional Insured or anyone for whose mistakes, errors, omissions, or negligence City may be liable. Notwithstanding the foregoing, the Indemnity does not apply to: (i) Claims arising from the sole negligence or intentionally wrongful acts of City; or (ii) Claims that the law prohibits from being imposed upon the indemnitor.

7.10 Risk of Loss. Licensee assumes the risk of all loss, damage or claims related to Licensee's use of the Public

Rights-of-Way or other City-owned property, Licensee or third parties throughout the term of this License and the term(s) of all permits. Licensee must be responsible for all damage to its property and equipment related to this License unless caused by the negligence of the City or its agents or contractors.

7.11 Insurance to be Provided by Others. Licensee must cause its contractors or other persons occupying, working on or about, or using the Public rights-of-Way or City-owned property under this License to be covered by their own or Licensee's insurance as required by this License. The required policy limits for commercial general liability insurance provided by such persons must be \$1,000,000 for each occurrence, \$1,000,000 for products and completed operations annual aggregate, and \$2,000,000 general aggregate limit per policy year. This paragraph does not apply to persons who do not actually perform physical labor in the Public Rights-of-Way or on other City-owned property (such as Licensee's consulting design engineers).

SECTION 8. TRANSFER OF LICENSE

8.1 No Assignment Without Consent. This License and the related rights and privileges may not be assigned or otherwise transferred without the express written consent of the City by an ordinance or resolution passed by the Chandler City Council, which consent will not be unreasonably withheld or delayed. Any license that is assigned or otherwise transferred pursuant to this Section must be equally subject to all the obligations and privileges of this License including any amendments, which will remain in effect, as if the assigned License was the original License.

8.2 No Lease Without Consent. The License must not be sublet or assigned, nor must any of the related rights or privileges be leased, assigned, sold, or transferred, either in whole or in part, nor must title, either legal or equitable, or any right, or property interest pass to or vest in any person other than Licensee, by act of the Licensee or operation of law, without the written consent of City, which consent will not be unreasonably withheld or delayed. Prior to any proposed assignment becoming final, Licensee must seek the City's consent.

8.3 Notice to City. The approval of any change in ownership interest must include an assignment agreement signed by the assignee, Licensee, and City. Licensee must provide City a copy of the deed, license, mortgage, lease, or other written instrument evidencing such sale, transfer, or lease, certified, and sworn to as correct by the Licensee. Licensee must notify the City within 60 days of any change in mailing address.

8.4 Binding on Assignee. After assignment, this License, including any amendments, shall be binding on the assignee to the full extent that is binding upon Licensee.

8.5 Conditional Ownership. Nothing in this Section prohibits a pledge, hypothecation, mortgage, or similar instrument transferring conditional ownership of all or part of Licensee's assets to a lender or creditor in the ordinary course of business. In the event a lender assumes control of the assets and operation of Licensee, the lender may assume the rights and obligations of the Licensee. The Lender may not transfer or change control of the License without submitting the change to the City for approval. If the lender does continue operation on any basis at any time, the lender shall be subject to all provisions of the License. No later than three years after assumption of control by the lender, the lender must apply to the City for the right to continue assumption of control or to transfer the License. Application by the Lender for approval of assumption of control or transfer must be subject to consent by the Chandler City Council that may not be unreasonably denied or withheld. A "Lender" for the purposes of this License does not include a Licensee, person, or corporation, or other entities that operate cable television systems or fiber optics Communications systems as a principal or important business. This paragraph is intended to prohibit the intentional use of lending and/or foreclosure as a method for effecting change of control or transfer of the License without City Council review and approval.

8.6 Assignment Exceptions. Notwithstanding the foregoing, prior consent will not be required for transfer to (1) any company which owns or controls, is owned or controlled by, or under common control with the Licensee; (2) to any successor in interest of Licensee's business operations in City in connection with any merger, acquisition, or similar transaction if Licensee determines after a reasonable investigation that the successor in interest has the resources and ability to fulfill the obligations of this Agreement; or (3) to any purchaser of all or substantially all of Licensee's Network Facilities in City if the purchaser has the resources and ability to fulfill the obligations of this Agreement. Provided that, no such transfer will be valid unless:

8.6.1 The proposed transferee has read, accepts, and agrees to be bound by the terms of the License.

8.6.2 The proposed transferee assumes all obligations, liabilities, and responsibility pursuant to the License for the acts and omissions of Licensee, known and unknown, for all purposes, and agrees that the transfer will not permit it to take any position or exercise any right which Licensee could not have exercised; and

8.6.3 The transfer will not substantially diminish the financial resources available to the Licensee.

8.7 Transfer Description. Prior to executing such transfer described in this Section, Licensee and the proposed transferee must submit to the City a description of the nature of the transfer and submit complete information regarding the effect of the transfer on the direct and indirect ownership and control of the Licensee. Licensee may be required to pay a new application fee of \$3,000 to cover the legal, administrative, and other expenses related to every transfer (other than the sale of publicly traded stock) or to any request for a consent to transfer.

SECTION 9. NON-EXCLUSIVE RIGHTS

9.1 Non-Exclusive Rights. This grant is not exclusive, and nothing herein contained may be construed to prevent City from granting other like or similar grants or privileges to any other person, firm, or corporation, or to deny to or lessen the powers and privileges granted City under the Constitution and laws of the State of Arizona.

9.2 Priority Rights. Any and all rights granted to Licensee under this License must be exercised at Licensee's sole cost and expense and are subject to the prior and continuing right of City to use all the Public Rights-of-Way and other City-owned property concurrently, with any other person or persons, and further will be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title that may affect the Public Rights-of-Way and on other City-owned property. Nothing in this License will be construed to grant, convey, create, or vest a perpetual real property interest in land to Licensee, including any fee or leasehold interest, easement, or any City franchise rights.

SECTION 10. PUBLIC SAFETY

10.1 Public Safety Violation. Licensee, its affiliates, agents, employees, contractors, successors, assigns, and representatives must comply with and perform each obligation required of Licensee as set forth in this License. Licensee's failure to cure a public safety event of default as described in this Section within five (5) business days from the date of notice from the City constitutes a public safety violation by Licensee.

10.2 Public Safety Events of Default. All agreements and permits issued to Licensee under this License are approved upon the condition that each of the following events will be deemed a "Public Safety Event of Default" for Licensee's failure to perform or satisfy the following material obligations:

10.2.1 Licensee's failure to comply with the traffic barricade manual or any other public health, safety, or welfare law or regulation authorized by or located in the Chandler City Code and that applies to Public Property.

10.2.2 Licensee's acts, errors, or omissions violate any term or condition of an encroachment permit issued to Licensee.

10.2.3 Licensee's failure to obtain the appropriate encroachment permit to perform work on Public Property.

10.3 City's Remedies for Licensee's Public Safety Violations. Upon the occurrence of any public safety violation or at any time thereafter, City may, at its option, exercise at Licensee's expense any or all or any combination of the following cumulative remedies in any order and repetitively at City's option: (i) revoke any or all encroachment permits due to Licensee's failure to cure a Public Safety Event of Default as set forth in Section 10.1. The City's revocation does not terminate Licensee's obligations arising during the time simultaneous with or prior to the revocation, and in no way terminates any of Licensee's liability related to any breach of this License; (ii) pay or perform, for Licensee's account, in Licensee's name, and at Licensee's expense, any or all payments or performances required to be paid or performed by Licensee (iii) abate at Licensee's expense any violation of the encroachment permit; (iv) notwithstanding anything under this License to the contrary, unilaterally and without

Licensee's or any other person's consent or approval, draw upon, withdraw or otherwise realize upon or obtain the value of any letter of credit, escrowed funds, insurance policies, or other deposits, sureties, bonds, or other funds or security held by City or pledged or otherwise obligated to City by Licensee or by any third party (whether or not specifically mentioned herein) and use the proceeds for any remedy permitted by this License; (v) assert, exercise, or otherwise pursue at Licensee's expense, any and all other rights or remedies, legal or equitable, to which City may be entitled, subject only to the limitation set out below on City's ability to collect money damages in light of the Violation Use Fee; and (vii) impose civil sanctions for public safety violations as provided in this License.

10.4 Violation Use Fee. In lieu of certain money damages (the "Inconvenience Costs") set out below, the following use fees apply to Licensee's public safety violation (the "Violation Fee Provisions"): (i) The Inconvenience Costs are the money damages that City suffers in the form of administrative cost and inconvenience, disharmony among competing users, and general inconvenience in the use of Public Rights-of-Way by City, competing users, and the public when Licensee fails to comply with the Violation Fee Provisions; and (ii) Licensee's failure to comply with Violation Fee Provisions will result in Inconvenience Costs in an amount that is and will be impracticable to determine. Therefore, the Parties have agreed that, in lieu of Licensee paying to City as damages the actual amount of the Inconvenience Costs for violating the Violation Fee Provisions, Licensee must pay the following Violation Use Fees. The City may elect to draw upon the letter of credit or cash bond (as appropriate) to collect the Violation Use Fee. For continuing violations within a 24-hour period, each calendar day is considered a separate period for purposes of recovery of violation use fees. The Violation Fee Provisions and the amount of the Violation Use Fee per day or part thereof are as follows:

Use fee per day	Violation Use Fee Description
\$600	Licensee's failure to properly restore Public Property within five (5) business days after notice, or timely perform work within five (5) business days after notice, or to correct related violations of specifications, code, ordinance, or standards within five (5) business days after notice.
\$500	Three or more public safety violations by Licensee within 90 consecutive days.
\$250	Licensee's failure to make Licensee's books and records available as required by this License or one or more public safety violations by Licensee within 30 consecutive days.

A Violation Use Fee is only intended to remedy inconvenience costs that City suffers because of Licensee's public safety violations. Licensee's payment of Violation Use Fee does not in any way excuse any breach by Licensee of this License or limit in any way City's rights and interests in any other legal or equitable remedy provided by this License or otherwise for such public safety violation. For example, Licensee's obligation to pay Violation Use Fee does not in any way satisfy Licensee's indemnity and insurance obligations under this License, which apply according to their terms in addition to Licensee's obligation to pay Violation Use Fee.

10.5 Enforcement of Violation Use Fees: Appeal. The City Manager is authorized to issue notices of violation of this License and may take those measures necessary to promote, preserve, and protect public health, safety, and welfare within the Public Rights-of-Way and City-owned property through Violation Use Fees. The City Manager will issue a warning for the first violation by a Licensee under this section. The City Manager will issue notice to the Licensee as listed in Section 14.16. If the City determines that Licensee is liable for a Violation Use Fee, the City will issue to Licensee a notice of City's assessment of a Violation Use Fee to Licensee as provided in Section 14.16. The notice will set forth the nature of the violation and the amount of the assessment. Licensee must pay the Violation Use Fee within ten days of the date of the City's notice or may appeal the notice of violation as provided in Chandler City Code § 1-7.

10.6 Public Safety Violations; Civil Sanctions. In addition to imposing a Violation Use Fee, the City Manager is authorized to issue notices of violation of this License, prosecute such violations as provided in Chandler City Code sec.1-8, and may take those measures necessary to promote, preserve, and protect public health, safety, and welfare within the Public Rights-of-Way and City-owned property. The City Manager will issue a warning for the first

violation by a Licensee under this section. The City Manager will issue notice to the Licensee as listed in Section 14.16.

10.7 Failure to Pay Civil Sanction. Failure of a party to pay a civil sanction upon final adjudication of the civil action as provided by law may result in the automatic termination of this License and any such party may be prohibited from obtaining additional licenses or permits until all outstanding civil sanctions have been dismissed or paid in full.

10.8 Non-waiver. Licensee acknowledges Licensee's unconditional obligation to comply with this License. No failure by City to demand any performance required of Licensee under this License, and no acceptance by City of any imperfect or partial performances under this License, will excuse such performance or impair in any way City's ability to insist, prospectively and retroactively, upon full compliance with these terms and conditions. No acceptance by City of payments or other performances hereunder will be deemed a compromise or settlement of any right City may have for additional, different, or further payments or performances as provided for in these terms and conditions. Any waiver by City of any breach of condition or covenant herein contained to be kept and performed by Licensee will not be deemed or considered as a continuing waiver and will not operate to bar or otherwise prevent City from declaring a default for any breach or succeeding or continuing breach either of the same condition or covenant or otherwise. No statement, bill, or notice by City or Licensee concerning payments or other performances due hereunder, or failure by City to demand any performance hereunder, will excuse Licensee from compliance with its obligations nor estop City (or otherwise impair City's ability) to, at any time, correct such notice and/or insist prospectively and retroactively upon full compliance with this License. No waiver of any description (including any waiver of this sentence or paragraph) will be effective against City unless made in writing by a duly authorized representative of City specifically identifying the particular provision being waived and specifically stating the scope of the waiver.

10.9 Reimbursement of City's Expenses. Licensee must pay to City within 45 days after City's demand all amounts expended or incurred by City in performing Licensee's obligations (upon Licensee's failure to perform the same after notice from City) together with interest thereon at the rate of 1% per annum from the date expended or incurred by City.

SECTION 11. ABANDONMENT

11.1 Abandonment; Removal of Facilities. In the event that the use of a substantial part of any of the System is discontinued for any reason for a continuous period of two (2) years for reasons other than Force Majeure, or in the event such System or property has been installed in any Public Rights-of-Way or other City-owned property without complying with the requirements of this License, or this License has terminated or been revoked, Licensee must promptly, upon being given 60 days' notice from the City, begin removal of the System and related appurtenances from the Public Rights-of-Way and other City-owned property other than such underground facilities which the City may permit to be abandoned in place. In the event of such removal, Licensee must promptly restore the Public Rights-of-Way and other City-owned property or other area from which such property has been removed to a condition satisfactory to the City subject to the City's customary practice to review upon request of Licensee. As a minimum, Licensee must restore the Public Rights-of-Way and other City-owned property to a condition as existed prior to the removal of the structure or property.

11.2 Permanent Abandonment. The System and any other property of Licensee remaining in the Public Rights-of-Way and other City-owned property without the consent of the City 180 days after the revocation of the License will be at the option of the City considered permanently abandoned. Any Licensee property permitted to be abandoned in place will be abandoned consistent with C.C.C. §§ 46-2.9, 46-8.12(K), the Utility Permit Manual, Transportation and Development Policy TDP-275, and any other applicable law.

SECTION 12. LICENSE REVOCATION, ALTERATION, SUSPENSION

In addition to the remedies set forth in Section 10, the City may revoke, alter, or suspend this License as follows.

12.1 License Events of Default. In addition to the remedies listed in C.C.C. chapter 46 and subject to these terms and conditions, this License may, after City Council consideration, be revoked, altered, or suspended by the City as

the City deems necessary for any of the following events of default following the cure period specified in Section 12.2: (i) Licensee's failure to maintain any faithful insurance coverage, or pay any fees or taxes due and owing as required under this License; (ii) Licensee's failure to comply with an applicable law, rule, or regulation related to the System, this License, or as required by the appropriate regulatory authority; (iii) fraud by Licensee, in its conduct or relations under this License; (iv) Licensee's willful or grossly negligent violation of this License; (v) Licensee's failure to comply with any federal, state, local, or administrative order, law, permit, regulation, or consent decree as such may apply to Licensee's activities and services as contemplated in this License; (vi) permanent or temporary suspension of Licensee's services for a period of 180 or greater consecutive calendar days by the United States or the State of Arizona for any authorizations legally required for Licensee to own, operate, maintain, or construct the System; (vii) If Licensee is the subject of a voluntary or involuntary bankruptcy, receivership, insolvency, or similar proceeding or if any assignment of any of Licensee's property is made for the benefit of creditors or if Licensee is not regularly paying its debts as they come due; (viii) If City incurs any liability, obligation, damage, cost, expense, or other claim of any description for which is not liable and for which Licensee is obligated pursuant to this License to indemnify, defend, and hold harmless the City, unless Licensee gives prompt statement or notice to City of Licensee's commitment to indemnify, defend, and hold City harmless against such claim and Licensee does in fact promptly commence and continue to indemnify, defend, and hold City harmless against such claim to the extent required under this License, unless Licensee believes in good faith that it is not obligated to indemnify, defend and hold the City harmless; and (ix) Licensee is found liable under Section 10 for five (5) public safety violations within a period of twelve (12) consecutive months.

12.2 Additional Cure Period. Due to the gravity of the license events of default listed in Section "12.1", Licensee is provided additional time (when compared to Section 10) to cure these events of default. If any of the foregoing events in Section "12.1" occur, Licensee must cure the default within 60 days after receipt of notice from the City. Licensee will be held in material breach under this Section "12": (i) if Licensee fails to cure the license event of default listed in Section "12.1" within 60 days after notice from the City; or (ii) if a license event of a default listed in Section "12.1" cannot be cured within 60 days after notice from the City and Licensee fails to begin and diligently pursue to cure the default.

12.3 City Determination; City Council Consideration. If Licensee is held in material breach as provided in Section "12.2", the City will notify Licensee as provided in Section 14.16 of the City's determination to terminate, postpone for a period, or proceed with the revocation, alteration, or suspension of this License. As part of this determination, the City will state the principal reasons that support the City's determination. Licensee may appeal the City's determination as provided in Chandler City Code sec.1-7 within (10) ten business days from the date of the determination. If Licensee fails to timely appeal the City's determination or if Licensee's appeal fails, the City may proceed to terminate, postpone for a period, or proceed with the revocation, alteration, or suspension of this Agreement by presenting this matter to the Chandler City Council for consideration at the Council's next regularly scheduled Council meeting. The City will send a written statement of proposed action by certified U.S. mail, return receipt requested, to Licensee as provided in Section 14.16. The written statement of proposed action must include the date and time of the City Council meeting and the principal reasons for the proposed action. The City Council may take any final action the Council deems necessary and prudent related to this License. Licensee will retain all legal remedies should it choose to contest the City's proposed action.

12.4 Removal of Facilities. Upon revocation of this License, the City may declare a forfeiture, whereupon all rights and privileges of Licensee under this License will immediately be divested without a further act upon the part of Licensee, and Licensee must remove its structures or property from the Public Rights-of-Way and other City-owned property and restore the Public Rights-of-Way and other City-owned property to the condition as existed prior to the removal of the structure or property. Upon Licensee's failure to do so within six months of revocation, the City may perform the work and collect the City's cost from Licensee. At the City's option, Licensee may abandon structures or property in place as provided in this License. At a minimum, the Public Rights-of- Way and other City-owned property must be restored to a condition as existed before the removal of the structures or property.

SECTION 13. EFFECT OF EXPIRATION, REVOCATION, OR TERMINATION OF LICENSE

13.1 Services. Upon expiration, revocation, or termination of this License for any reason, Licensee may enter

good-faith negotiations with the City or other governmental authority for a period of 180 days from the date of expiration, revocation, or termination to obtain a license, permit, or other approval or agreement that may be lawfully required to allow Licensee to continue use of the Public Rights-of-Way and other City-owned property.

13.2 Holding Over. In any circumstance whereby Licensee continues to occupy the Public Rights-of-Way and other City-owned property after the expiration of this License, the Licensee's hold over operates as a renewal or extension of this License on a month-to-month basis that may be terminated at any time by the City upon 60 days' written notice to Licensee, or by Licensee upon 60 days' written notice to the City.

SECTION 14. GENERAL CONDITIONS

14.1 License Administrator and Enforcement. In all matters of License administration, the City Manager has authority to determine Licensee's compliance with the terms and provisions of the License, and in the event of non-compliance, to exercise any or all the remedies included in this License.

14.2 Right of Inspection of Construction. The City may inspect all construction or installation work performed subject to the provisions of this License and to make such tests as it deems necessary to ensure compliance with the terms of this License and other pertinent provisions of law.

14.3 Right of Intervention. The City may intervene in any suit or proceeding related to or arising out of this License to which Licensee is party, and Licensee may not oppose such intervention by the City.

14.4 Public Records Acknowledgment. Notwithstanding any provision in this License, Licensee acknowledges and understands that the City is a political subdivision of the State of Arizona and is subject to the disclosure requirements of Arizona's Public Records Law (A.R.S. §§ 39-121 et seq.).

14.5 Permission of Property Owner Required. This License does not convey the right to install any part of Licensee's System on private property.

14.6 Compliance With Laws. Licensee must comply with all federal, state, and City ordinances, resolutions, rules, and regulations related to the rights and duties granted Licensee under this License.

14.7 Reserved.

14.8 Non-Enforcement by the City. Licensee will not be relieved of its obligation to comply with any of the provisions of this License by reason of the City's failure to insist upon or to seek compliance with any term and condition.

14.9 License Documents. Licensee must submit to the City the letter of credit and insurance certificates as required by the License within 90 days of the Effective Date. The License granted is not legally operative until all of Licensee's requirements in this Section are completed. In the event Licensee does not timely satisfy these, this License will be deemed null and void unless Licensee's period to comply is extended by the Council.

14.10 Survival of Warranties. Licensee's representations and warranties made as part of the grant of this License, or any permit issued under this License survive termination or revocation of this License.

14.11 Hazardous Substances. Licensee will, at its own cost, be responsible for proper investigation and management of all Hazardous Substances under its control, including Hazardous Substances Licensee uses, generates, or disposes of, and must comply with all Environmental Laws to carry out its obligations under this License. In the event Licensee releases to the environment Hazardous Substances under its control, to the extent that a governmental agency with jurisdiction requires reporting, investigation, cleanup, or remedial measures to be taken, Licensee must, at its sole cost and expense, promptly undertake such required actions. If Licensee discovers a Pre-existing Environmental Condition, Licensee will immediately notify the City in writing as provided in Section 14.16.

14.12 Right of Cancellation. Licensee acknowledges that this License is subject to cancellation by the City under

A.R.S. § 38-511.

14.13 Covenant Against Contingent Fees. Licensee warrants that no person has been employed or retained to solicit or secure this License upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and that no member of the City Council, or any employee of the City has any interest, financially or otherwise, in this License. For breach or violation of this warranty, the City has the right to annul this License without liability or at its discretion to deduct from the License price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

14.14 Independent Contractor. Any provision in this License that may appear to give the City the right to direct Licensee or Licensee the right to direct the City as to the details of accomplishing the work or to exercise a measure of control over the work means that the party will follow the wishes of the other party as to the results of the work only.

14.15 Jurisdiction; Governing Law; Venue. As a condition of the grant of this License, Licensee acknowledges and accepts that Licensee is subject to personal and subject matter jurisdiction of Arizona state courts. Arizona law governs this License, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding to enforce this License must be instituted in a court located in Maricopa County, Arizona.

14.16 Delivery, Procedure of Notices and Communications. All notices, consent, or other communication under this License must be in writing and: (i) delivered in person; or (ii) sent by electronic mail and deposited in the United States mail, postage prepaid, certified mail, return receipt requested; or (iii) deposited with any commercial air courier or express service and addressed as follows:

To Licensee: Light Source Communications, LLC
Attn: Pete Empie, COO
16737 Anderson Dr.
Southgate, MI 48195

With a copy to: Lance J.M. Steinhart, P.C.
1725 Windward Concourse, Suite 150
Alpharetta, GA 30005

To the City: City of Chandler
Attention: Development Services Department
P.O. Box 4008, Mail Stop 405
Chandler, Arizona 85244-4008
Phone: (480) 782-3000
Email: tuf@chandleraz.gov

With a copy to: Office of the City Attorney
175 South Arizona Avenue
P.O. Box 4008 Mail Stop 602
Chandler, Arizona 85244-4008
Phone: (480) 782-4640
Fax: (480) 782-4652
Email: legal.notices@chandleraz.gov

Notice will be deemed received at the time it is personally served on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) calendar days after the notice is deposited in the United States mail as evidenced by the certified mail receipt. Any period stated in a notice will be computed from the time the notice is deemed received unless noted otherwise. Any party may change its mailing address, phone number, email address or the person to receive notice by notifying the other party as provided in this Section. Notices sent by electronic mail must also be sent by certified mail to the recipient at the above address.

14.17 Organization/Employment Disclaimer. This License is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, agreement, or relationship, partnership, or formal business organization of any kind, and the rights and obligations of the Parties will be only those expressly set forth in this License.

14.18 Entire Agreement; Amendment; Waivers. This License, and the below listed exhibits which are incorporated herein by this reference and are attached and/or on file at the City and available for inspection, constitute the entire agreement between the City and Licensee with respect to the transactions contemplated therein and supersede all prior negotiations, communications, discussions, and correspondence, whether written or oral, concerning the subject matter hereof. No supplement, modification, or amendment of any term of this License will be deemed binding or effective unless executed in writing by the Parties. No waiver of any of the provisions of this License will be deemed, or will constitute, a waiver of any other provisions, whether similar, nor will any waiver constitute a continuing waiver. No waiver is binding unless expressly executed in writing by the Party making the waiver.

Exhibit A – Service Area
Exhibit B – Form Letter of Credit

14.19 Right of Parties. Nothing in this License, whether express or implied, is intended to confer any right or remedies under or by reason of this License on any persons other than the Parties to this License and their respective successors and permitted assigns, nor is anything in this License intended to relieve or discharge any obligation or liability of any person who is not a party to this License, nor will any provisions in this License give any persons not a party to this License any right of subrogation or action over or against any Party to this License.

14.20 Construction. This License is the result of negotiations between the Parties, none of whom has acted under any duress or compulsion, whether legal, economic, or otherwise. Accordingly, the terms and provisions of this License will be construed in accordance with their usual and customary meanings. The Parties hereby waive the application of any rule of law that otherwise would be applicable in connection with the construction of this License that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed License or any earlier draft of the same. Unless the context of this License otherwise clearly requires, references to the plural include the singular and the singular the plural. The words "hereof," "herein," "hereunder" and similar terms in this License refer to this License as a whole and not to any particular provision of this License. All references to "Sections" herein refer to the sections and paragraphs of this License unless specifically stated otherwise. The section and other headings contained in this License are inserted for convenience of reference only, and they neither form a part of this License nor are they to be used in the construction or interpretation of this License.

14.21 Severability. If any covenant, condition, term, or provision of this License is held to be illegal, or if the application of this License to any person or in any circumstances to any extent be judicially determined to be invalid or unenforceable, the remainder of this License or the application of such covenant, condition, term, or provision to persons or in circumstances other than those to which it is held invalid or unenforceable, must not be affected, and each covenant, term, and condition of this License is valid and enforceable to the fullest extent permitted by law.

14.22 Cooperation and Further Documentation. Each of the Parties agree to provide the other with such additional and other duly executed documents as are reasonably requested to fulfill the intent of this License.

14.23 Force Majeure. For the purpose of any of the provisions of this License, neither Licensee nor the City, as the case may be, will be considered in breach of or in default of their obligations under this License as a result of the enforced delay in performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to: acts of God, acts of the public enemy, acts of the Federal Government, acts of the Salt River Project, acts of Maricopa County, acts of the State of Arizona or any of its departments, acts of any railroad, fire, floods, epidemics, pandemics, strikes, lock outs, freight embargoes, and unusually severe weather; it being the purpose and intent of this provision that in the occurrence of any such enforced delay, the time for performance of Licensee's and the City's obligations, as the case may be, will be extended for the period of the enforced delay, provided that the party seeking the benefit of this provision will have notified the other party in writing of the cause or causes, and requested an extension for the period of the enforced

delay. If notice by the party claiming such extension is sent to the other party more than 30 days after commencement of the cause, the period of delay will be deemed to commence 30 days prior to the giving of such notice.

14.24 On-Call Assistance. Licensee or its agents must be available 24 hours a day, seven days a week to City staff of any City department with jurisdiction over Licensee's activities related to problems or complaints resulting from the installation, operation, maintenance, or removal of the System.

14.25 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any party who fails, or whose contractors fail, to comply with A.R.S. § 23-214(A). Therefore, Licensee and each contractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of this License and may be subject to penalties up to and including revocation of the License. City retains the legal right to inspect the papers of Licensee's or contractor's employees who provide services under this License to ensure that Licensee and its contractors comply with this warranty.

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

14.27 Written Acceptance. Licensee's execution of this License constitutes Licensee's acceptance of this License as granted and its agreement to be bound by and to comply with the terms and conditions of this License. Licensee's signature must be acknowledged by Licensee before a notary public.

14.28 Data Confidentiality and Data Security. As used in this License, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Licensee as part of the terms and conditions of this License. Except as specifically provided in this License, the Parties must not divulge data to any third party without the other Party's prior written consent. These prohibitions do not apply to the following data: (i) data which was known to the receiving Party prior to the Effective Date; or (ii) data which was acquired by the receiving Party in its performance under this License and which was disclosed to the receiving Party by a third party, who to the best of the receiving Party's knowledge and belief, had the legal right to make such disclosure and the receiving Party is not otherwise required to hold such data in confidence; or (iii) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Parties are subject. Each Party assumes all liability to maintain the confidentiality of the data in its possession and agrees to compensate the other Party if any of the provisions of this Section are violated by the receiving Party, its employees, agents, or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court.

14.29 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and always protected by Licensee. At a minimum, Licensee must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. If data collected or obtained by Licensee or its agents in connection with this License is believed to have been compromised, Licensee or its agents must immediately notify the City contact. Licensee agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. The obligations of Holder under this Section must survive the termination of this License.

14.30 Public Emergency. City shall have the right, because of a public emergency, to sever, disrupt, dig-up or otherwise destroy facilities of Licensee without any prior notice to Licensee, if the action is deemed reasonably necessary

by the City Manager, Fire Chief, Police Chief, City Street Transportation Director, Public Works Director or Water Services Director. A public emergency may be any condition which, in the opinion of any of the officials named, poses an immediate threat to the lives or property of the residents of the City or others caused by any natural or man-made disaster, including but not limited to, storms, floods, fire, accidents, explosions, major water main breaks, hazardous material spills, etc. Licensee will be notified by the City of the public emergency and the action taken by the City as soon as reasonably possible. Licensee shall be responsible for repair at its sole expense of any of its facilities damaged pursuant to any such action taken by City.

14.31 Blue Stake. Licensee must comply with A.R.S. §§ 40-360.21-360.32 by participating as a member of the Arizona Blue Stake Center with the necessary records and persons to provide location service of Licensees facilities upon receipt of a locate call or as promptly as possible, but in no event later than two (2) working days. A copy of the License or proof of membership must be filed with the City.

14.32 Inspection and Audit of License Provisions. All books, accounts, reports, files, and other records related to or arising out Licensee's payment obligations under this License (collectively "Records") are subject at all reasonable times to inspection and audit by the City including for three years after the expiration or termination of this License. Licensee must produce the Records at a mutually agreed to time and location within Maricopa County, Arizona.

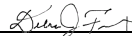
14.33 Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter, and bind such party to the commitments and obligations set forth herein.

IN WITNESS WHEREOF, the Parties duly execute and agree to be bound by this License as of the Effective Date.

CITY OF CHANDLER, an Arizona municipal corporation

LIGHT SOURCE COMMUNICATIONS, LLC an Arizona limited liability company

Mayor

By: _____ 

Debra Freitas

Name of Authorized Signer

APPROVED AS TO FORM:

Title: CEO

City Attorney



ATTEST:

ATTEST:

City Clerk

Name and Title

**EXHIBIT A
SERVICE AREA**

EXHIBIT B STANDARDS FOR LETTER OF CREDIT

In addition to any other requirements imposed upon a letter of credit (the "Letter of Credit") issued pursuant to this Agreement, the Letter of Credit shall meet and be governed by the following additional standards and requirements:

1. Letter of Credit Requirements. The Letter of Credit shall be printed on Bank Safety Paper. The following terms and no others shall be stated on the face of the Letter of Credit:

- 1.1** The Letter of Credit is clean, unconditional, irrevocable, independent, and standby.
- 1.2** The Letter of Credit is payable to City upon presentation of City's draft.
- 1.3** City may make partial draws upon the Letter of Credit.
- 1.4** The Letter of Credit is for payment solely upon presentation of a sight draft and a copy of the Letter of Credit.
- 1.5** Within ten (10) days after City's draft on the Letter of Credit is honored, City must make the original of the Letter of Credit available to the issuer in Maricopa County, Arizona upon which the issuer may endorse its payments.
- 1.6** The issuer specifies a telefax number, email address, and street address at which City may present drafts on the Letter of Credit.
- 1.7** The Letter of Credit is valid until a specified date.
- 1.8** The Letter of Credit will be automatically renewed for successive one (1) year periods, unless at least 30 days prior to expiration the issuer notifies City in writing, by either registered or certified mail, that issuer elects not to renew the Letter of Credit for the additional period. In the event of such notification, any then unused portion of the Letter of Credit shall be available by draft on or before the then current expiration date.
- 1.9** The Letter of Credit is otherwise subject to the most recent edition of the Uniform Customs and Practices for Documentary Credits, published by the International Chamber of Commerce including, but not limited to, International Standby Practices 1998 (ISP98) (International Chamber of Commerce Publication No. 590; ISP98 Model Government Standby (U.S.) Form 11.1 and annexes (2017)).
- 1.10** The Letter of Credit need not be transferable.

2. Approved Forms. The form of the Letter of Credit and of drafts upon the Letter of Credit shall be as follows:

- 2.1** Except as approved in writing by City's Development Services Department, the form of the Letter of Credit shall be in the form set out below.
- 2.2** Except as approved in writing by City's Development Services Department, the form of drafts upon the Letter of Credit shall be in the form set out below.

3. Issuer Requirements. The issuer of the Letter of Credit shall meet all of the following requirements:

- 3.1** The issuer shall be a federally insured financial institution with offices in Maricopa County, Arizona, at which drafts upon the Letter of Credit may be presented.
- 3.2** The issuer shall be a member of the New York Clearing House Association or a commercial bank or trust Company satisfactory to City.
- 3.3** The issuer shall have a net worth of not less than \$1 billion.

**FORM OF LETTER OF CREDIT
(ISP98 Model Government Standby (U.S.) Form 11.1)**

Date _____, 20__

Letter of Credit No.: _____

Development Services Department
City of Chandler
P.O. Box 4008
Mail Stop 405
Chandler, AZ 85244-4008

Dear Sir or Madam:

Issuance. At the request and for the account of [*name and address of applicant*] ("Applicant"), we [*name and address of issuer at place of issuance*] ("Issuer") issue the irrevocable independent standby letter of credit number [*reference number*] ("Standby") in favor of [*name and address of beneficiary*] ("Beneficiary") in the maximum aggregate amount of USD [*amount*].

Undertaking. Issuer undertakes to Beneficiary to pay Beneficiary's demand for payment for an amount available under the Standby and in the form of Annex A (Payment Demand) [or *Annex B (Payment Demand after Notice of Non-Extension)*] completed as indicated and presented to Issuer at the following place for presentation: in Maricopa County, Arizona at or before the close of business on the expiration date.

Overdrawing. If a demand exceeds the amount available, but the presentation otherwise complies, Issuer undertakes to pay the amount available.

Expiration. The expiration date of this Standby is valid until _____ 20__.

Automatic Extension. The expiration date of this Standby shall be automatically extended for successive one-year periods, unless [30] or more calendar days before the then current expiration date Issuer gives written notice to Beneficiary that Issuer elects not to extend the expiration date. Issuer's written notice must be sent by *registered, certified, or priority express mail or nationally recognized overnight courier* to Beneficiary's above-stated address [*and to the attention of [office, officer, or other attention party] or, alternatively, be received by Beneficiary's attention party*] [30] or more calendar days before the then current expiration date.

Payment. Payment against a complying presentation shall be made within three business days after presentation at the place for presentation or by wire transfer to a duly requested account of Beneficiary.

ISP98. This Standby is issued subject to the International Standby Practices 1998 (ISP98) (International Chamber of Commerce Publication No. 590). This Letter of Credit is not assignable.

Issuer's Charges and Fees. Issuer's charges and fees for issuing, amending, or honoring this Standby are for Applicant's account and shall not be deducted from any payment Issuer makes under this Standby. [*Issuer undertakes to Beneficiary to pay the charges and fees of any bank nominated in this Standby to advise [and confirm] this Standby for acting on such nomination.*]

[Communications. Communications other than demands may be made to Issuer in the manner and at the place for presentation and also as follows: **[address for mailed, couriered, telephone, telefax, or electronic communications]**. Communications other than for notices of non-extension may be made to Beneficiary at Beneficiary's above-stated address and also as follows: **addresses for mailed, couriered, telephone, telefax, or electronic communications**.]

[Issuer's name]
[signature]

Authorized Signature

_____ [bank name] _____, a _____

By _____ [bank officer's signature] _____

_____ [bank officer's name printed] _____

Its _____ [bank officer's title] _____

Phone: ____ [bank officer's phone number] _____

ANNEX A: PAYMENT DEMAND
(ISP98 Model Government Standby (U.S.) Form 11.1)

To: *[Issuer name and address]*

From: Development Services Department
City of Chandler
P.O. Box 4008
Mail Stop 405
Chandler, AZ 85244-4008

Date: _____, 20____

Re: Standby Letter of Credit No. *[reference number]*, dated *[date]*, issued by *[issuers name]* ("Standby").

Ladies and Gentlemen:

The undersigned beneficiary demands payment of USD *[insert amount]* under the Standby. Beneficiary states that Applicant is obligated to pay to Beneficiary the amount demanded as provided in *[the contract, regulation, or other document that identifies the underlying obligations to the government beneficiary]*. Beneficiary requests that payment be made by wire transfer to an account of Beneficiary as follows: *[Insert name, address, and routing number of beneficiary's bank, and name and number of beneficiary's account]*.

[Beneficiary's name and address]
By its authorized officer:
[Insert original signature]
[Insert typed/printed name and title]

If such deposit cannot be accomplished immediately for any reason, please make your payment in the form of a cashier's check issued by your institution and delivered to me at the address listed above.

I certify that I am the Development Services Director of the City of Chandler.

If there is any imperfection or defect in this draft or its presentation, please inform me immediately at (480) 782-3410 so that I can correct it. Also, please immediately notify the City Attorney at (480) 782-4656.

Thank you.

City of Chandler, Development Services Director



City Council Memorandum Facilities and Fleet Memo No. N/A

Date: April 18, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
From: Mike Hollingsworth, Facility & Fleet Services Senior Manager
Subject: Agreement No. BF2-910-4446, Amendment No. 3, for Electrical Maintenance, Repair, and Installation Services

Proposed Motion:

Move City Council approve Agreement No. BF2-910-4446, Amendment No. 3, with Corbins Service Electric; DECA Southwest; Hampton Tedder Technical Services; Hawkeye Electric, Inc.; K2 Electric, LLC; and Swain Electric, Inc., for electrical maintenance repair and installation services, in an amount not to exceed \$1,260,000, for the period of six months, beginning April 1, 2024, through September 30, 2024.

Background/Discussion:

This enterprise agreement, used by several departments, will provide the services of experienced and qualified licensed electrical contractors with proven expertise in electrical installations, repairs, and preventative maintenance. This service is being awarded to multiple contractors in order to meet the maintenance and repair needs of the City.

Evaluation:

On March 24, 2022, City Council approved an agreement with Corbins Service Electric; DECA Southwest; Hampton Tedder Technical Services; Hawkeye Electric, Inc.; K2 Electric, LLC; and Swain Electric, Inc., for electrical maintenance, repair, and installation services, for a one-year period, with the option of up to four one-year extensions. Staff intend to issue a solicitation to replace this agreement and recommend a six-month extension while the new agreement is solicited and awarded. The contractors have agreed to extend for a

six-month period under the same terms, conditions, and pricing.

Fiscal Impact				
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
605.3800.5219	Water Operating Fund	N/A	\$25,000	N
401.4580.6210.0.6PR049	General Government Capital Projects	Existing Neigh Park Imp/Repairs	\$50,000	Y
101.4530.5410	General Fund	N/A	\$150,000	N
615.3960.5219	Wastewater Operating	N/A	\$150,000	N
612.3960.5219	Reclaimed Water Operating Fund	N/A	\$50,000	N
605.3860.5419	Water Operating Fund	N/A	\$50,000	N
615.3970.5219	Wastewater Operating	N/A	\$50,000	N
612.3970.5219	Reclaimed Water Operating Fund	N/A	\$50,000	N
615.3900.5219	Wastewater Operating	N/A	\$35,000	N
401.3210.6210.6BF628	General Government Capital Projects	Existing City Bldg Ren/Repairs	\$650,000	Y

Attachments

Amendment K2 Electric

Amendment Swain

Amendment Corbins Electrical

Amendment DECA

Amendment Hampton Tedder

Amendment Hawkeye Electric



City Clerk Document No. _____

City Council Meeting Date: April 18, 2024

**AMENDMENT TO CITY OF CHANDLER AGREEMENT
ELECTRICAL MAINTENANCE, REPAIR AND INSTALLATION
CITY OF CHANDLER AGREEMENT NO. BF2-910-4446**

THIS AMENDMENT NO. 3 (Amendment No. 3) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and K2 Electric LLC, an Arizona limited liability corporation, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 20____ (Effective Date).

RECITALS

WHEREAS, City Council approved the award of multiple Agreements for electrical maintenance, repair and installation services (Agreement); and

WHEREAS, the term of the Agreement was April 1, 2022 through March 31, 2023, with the option of up to four one-year extensions; and

WHEREAS, the Parties wish to add funds to the multiple Agreements for electrical maintenance, repair and installation services to increase the amount not to exceed \$1,800,000 to the current term. Amendment 1; and

WHEREAS, the Parties extended the Agreement for the period of April 1, 2023, through March 31, 2024 through Amendment No. 2; and

WHEREAS, the Parties extended the term of the multiple Agreements for electrical maintenance, repair and installation services in an amount not to exceed \$2,275,000 for the extension term; and

WHEREAS, the Parties wish to exercise the second option through this Amendment to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.
2. Section III, Period of Service is amended to read as follows: The term of the Agreement is extended for a six-month period April 1, 2024 through September 30, 2024.
3. Section IV, Payment of Compensation and Fees 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. 3 by this reference. Total payments made to the Contractor during the term of this Amendment No. 3 will not exceed \$1,260,000.
4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 3 and the Agreement, the terms and conditions in this Amendment No. 3 prevail and control.

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

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____

City Attorney



ATTEST:

By: _____

City Clerk



City Clerk Document No. _____

City Council Meeting Date: April 18, 2024

**AMENDMENT TO CITY OF CHANDLER AGREEMENT
ELECTRICAL MAINTENANCE, REPAIR AND INSTALLATION
CITY OF CHANDLER AGREEMENT NO. BF2-910-4446**

THIS AMENDMENT NO. 3 (Amendment No. 3) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Swain Electric Inc., an Arizona corporation, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 20____ (Effective Date).

RECITALS

WHEREAS, City Council approved the award of multiple Agreements for electrical maintenance, repair and installation services (Agreement); and

WHEREAS, the term of the Agreement was April 1, 2022 through March 31, 2023, with the option of up to four one-year extensions; and

WHEREAS, the Parties wish to add funds to the multiple Agreements for electrical maintenance, repair and installation services to increase the amount not to exceed \$1,800,000 to the current term. Amendment 1; and

WHEREAS, the Parties extended the Agreement for the period of April 1, 2023, through March 31, 2024 through Amendment No. 2; and

WHEREAS, the Parties extended the term of the multiple Agreements for electrical maintenance, repair and installation services in an amount not to exceed \$2,275,000 for the extension term; and

WHEREAS, the Parties wish to exercise the second option through this Amendment to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.
2. Section III, Period of Service is amended to read as follows: The term of the Agreement is extended for a six-month period April 1, 2024 through September 30, 2024.
3. Section IV, Payment of Compensation and Fees 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. 3 by this reference. Total payments made to the Contractor during the term of this Amendment No. 3 will not exceed \$1,260,000.
4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 3 and the Agreement, the terms and conditions in this Amendment No. 3 prevail and control.

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

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: Brian Swain

Its: Vice President

APPROVED AS TO FORM:

By: _____

City Attorney

JNB

ATTEST:

By: _____

City Clerk



City Clerk Document No. _____

City Council Meeting Date: April 18, 2024

**AMENDMENT TO CITY OF CHANDLER AGREEMENT
ELECTRICAL MAINTENANCE, REPAIR AND INSTALLATION
CITY OF CHANDLER AGREEMENT NO. BF2-910-4446**

THIS AMENDMENT NO. 3 (Amendment No. 3) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Corbins Service Electric, an Arizona limited liability corporation, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 20_____
(Effective Date).

RECITALS

WHEREAS, City Council approved the award of multiple Agreements for electrical maintenance, repair and installation services (Agreement); and

WHEREAS, the term of the Agreement was April 1, 2022 through March 31, 2023, with the option of up to four one-year extensions; and

WHEREAS, the Parties wish to add funds to the multiple Agreements for electrical maintenance, repair and installation services to increase the amount not to exceed \$1,800,000 to the current term. Amendment 1; and

WHEREAS, the Parties extended the Agreement for the period of April 1, 2023, through March 31, 2024 through Amendment No. 2; and

WHEREAS, the Parties extended the term of the multiple Agreements for electrical maintenance, repair and installation services in an amount not to exceed \$2,275,000 for the extension term; and

WHEREAS, the Parties wish to exercise the second option through this Amendment to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.
2. Section III, Period of Service is amended to read as follows: The term of the Agreement is extended for a six-month period beginning April 1, 2024 through September 30, 2024.
3. Section IV, Payment of Compensation and Fees 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. 3 by this reference. Total payments made to the Contractor during the term of this Amendment No. 3 will not exceed \$1,260,000.
4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 3 and the Agreement, the terms and conditions in this Amendment No. 3 prevail and control.

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

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: Chad Shultz

Its: SVP of Strategic Growth

APPROVED AS TO FORM:

By: _____

City Attorney

ATTEST:

By: _____

City Clerk



City Clerk Document No. _____

City Council Meeting Date: April 18, 2024

**AMENDMENT TO CITY OF CHANDLER AGREEMENT
ELECTRICAL MAINTENANCE, REPAIR AND INSTALLATION
CITY OF CHANDLER AGREEMENT NO. BF2-910-4446**

THIS AMENDMENT NO. 3 (Amendment No. 3) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and DECA Southwest, an Arizona corporation, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 20____ (Effective Date).

RECITALS

WHEREAS, City Council approved the award of multiple Agreements for electrical maintenance, repair and installation services (Agreement); and

WHEREAS, the term of the Agreement was April 1, 2022 through March 31, 2023, with the option of up to four one-year extensions; and

WHEREAS, the Parties wish to add funds to the multiple Agreements for electrical maintenance, repair and installation services to increase the amount not to exceed \$1,800,000 to the current term. Amendment 1; and

WHEREAS, the Parties extended the Agreement for the period of April 1, 2023, through March 31, 2024 through Amendment No. 2; and

WHEREAS, the Parties extended the term of the multiple Agreements for electrical maintenance, repair and installation services in an amount not to exceed \$2,275,000 for the extension term; and

WHEREAS, the Parties wish to exercise the second option through this Amendment to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.
2. Section III, Period of Service is amended to read as follows: The term of the Agreement is extended for a six-month period April 1, 2024 through September 30, 2024.
3. Section IV, Payment of Compensation and Fees 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. 3 by this reference. Total payments made to the Contractor during the term of this Amendment No. 3 will not exceed \$1,260,000.
4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 3 and the Agreement, the terms and conditions in this Amendment No. 3 prevail and control.

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

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: Collin Stevenson

Its: General Manager

APPROVED AS TO FORM:

By: _____

City Attorney

JWB

ATTEST:

By: _____

City Clerk



City Clerk Document No. _____

City Council Meeting Date: April 18, 2024

**AMENDMENT TO CITY OF CHANDLER AGREEMENT
ELECTRICAL MAINTENANCE, REPAIR AND INSTALLATION
CITY OF CHANDLER AGREEMENT NO. BF2-910-4446**

THIS AMENDMENT NO. 3 (Amendment No. 3) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Hampton Tedder Technical Services, an Arizona corporation, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 20____ (Effective Date).

RECITALS

WHEREAS, City Council approved the award of multiple Agreements for electrical maintenance, repair and installation services (Agreement); and

WHEREAS, the term of the Agreement was April 1, 2022 through March 31, 2023, with the option of up to four one-year extensions; and

WHEREAS, the Parties wish to add funds to the multiple Agreements for electrical maintenance, repair and installation services to increase the amount not to exceed \$1,800,000 to the current term. Amendment 1; and

WHEREAS, the Parties extended the Agreement for the period of April 1, 2023, through March 31, 2024 through Amendment No. 2; and

WHEREAS, the Parties extended the term of the multiple Agreements for electrical maintenance, repair and installation services in an amount not to exceed \$2,275,000 for the extension term; and

WHEREAS, the Parties wish to exercise the second option through this Amendment to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.
2. Section III, Period of Service is amended to read as follows: The term of the Agreement is extended for a six-month period April 1, 2024 through September 30, 2024.
3. Section IV, Payment of Compensation and Fees 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. 3 by this reference. Total payments made to the Contractor during the term of this Amendment No. 3 will not exceed \$1,260,000.
4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 3 and the Agreement, the terms and conditions in this Amendment No. 3 prevail and control.

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

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By:  _____

Its: Vice President _____

APPROVED AS TO FORM:

By: _____

City Attorney



ATTEST:

By: _____

City Clerk



City Clerk Document No. _____

City Council Meeting Date: April 18, 2024

**AMENDMENT TO CITY OF CHANDLER AGREEMENT
ELECTRICAL MAINTENANCE, REPAIR AND INSTALLATION
CITY OF CHANDLER AGREEMENT NO. BF2-910-4446**

THIS AMENDMENT NO. 3 (Amendment No. 3) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Hawkeye Electric Inc., an Arizona corporation, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 20____ (Effective Date).

RECITALS

WHEREAS, City Council approved the award of multiple Agreements for electrical maintenance, repair and installation services (Agreement); and

WHEREAS, the term of the Agreement was April 1, 2022 through March 31, 2023, with the option of up to four one-year extensions; and

WHEREAS, the Parties wish to add funds to the multiple Agreements for electrical maintenance, repair and installation services to increase the amount not to exceed \$1,800,000 to the current term. Amendment 1; and

WHEREAS, the Parties extended the Agreement for the period of April 1, 2023, through March 31, 2024 through Amendment No. 2; and

WHEREAS, the Parties extended the term of the multiple Agreements for electrical maintenance, repair and installation services in an amount not to exceed \$2,275,000 for the extension term; and

WHEREAS, the Parties wish to exercise the second option through this Amendment to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.
2. Section III, Period of Service is amended to read as follows: The term of the Agreement is extended for a six-month period April 1, 2024 through September 30, 2024.
3. Section IV, Payment of Compensation and Fees 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. 3 by this reference. Total payments made to the Contractor during the term of this Amendment No. 3 will not exceed \$1,260,000.
4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 3 and the Agreement, the terms and conditions in this Amendment No. 3 prevail and control.

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

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: Pete Trowbridge

Its: President

APPROVED AS TO FORM:

By: _____

City Attorney

TPB

ATTEST:

By: _____

City Clerk



City Council Memorandum Facilities and Fleet Memo No. N/A

Date: April 18, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
From: Mike Hollingsworth, Facility & Fleet Services Senior Manager
Subject: Agreement No. FF4-918-4729, Citywide Security Camera Assessment

Proposed Motion:

Move City Council approve Agreement No. FF4-918-4729, with IXP Corporation, for a citywide security camera assessment, for an amount not to exceed \$158,500.

Background/Discussion:

Over the years, a citywide network of cameras has been deployed to enhance security, improve traffic flow, and manage urban affairs at city facilities. Initially driven by the need for safety, the network has evolved organically over time, with multiple systems and vendors serving municipal buildings across the city. To maintain overall effectiveness, coverage, and functionality, as well as evolve with new technologies, a comprehensive assessment of the camera infrastructure is necessary.

The scope of this project is as follows: First, complete an assessment of existing infrastructure. Second, complete a technology and functional review to determine the ultimate city vision, perform a gap analysis, evaluate technical specifications, coverage effectiveness, and alignment with broader city objectives (e.g. how the network will tie into the Real Time Crime Center). Third, review data management and privacy to determine policies and record retention standards. And finally, complete recommendations and proposal of solutions.

It is anticipated that findings will inform recommendations for upgrades, incorporating advanced features like fire or gunshot detection and expanding coverage. The project seeks to balance technological advancements with

individual rights, aiming to enhance public safety while respecting resident privacy.

The project timeline is estimated at 90 days following Notice to Proceed.

Evaluation:

On January 9, 2024, City staff issued Request for Proposal No. FF4-918-4729 for a citywide security camera assessment. Notification was sent to all registered vendors. Three proposals were received from the following offerors:

- IXP Corporation
- Phoenix 6 Consulting, LLC
- Security Design Consulting, LLC

The Evaluation Committee evaluated the proposals and recommends award to IXP Corporation, which submitted the most advantageous offer to the City in accordance with the evaluation criteria.

Fiscal Impact				
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1290.5219	General Fund	N/A	\$158,500	N

- Attachments**
- Agreement



City Clerk Document No. _____

City Council Meeting Date: April 18, 2024

**CITY OF CHANDLER SERVICES AGREEMENT
CITYWIDE CAMERA ASSESSMENT
CITY OF CHANDLER AGREEMENT NO. FF4-918-4729**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and IXP Corporation, a Delaware corporation (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 an agreement for a city-wide camera assessment as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

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

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

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

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:

Agreement means the legal agreement executed between the City and the Contractor

City means the City of Chandler, Arizona

Contractor means the individual, partnership, or corporation named in the Agreement

Days means calendar days

May, Should means something that is not mandatory but permissible

Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services

furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

Following execution of this Agreement by City, the Contractor will immediately commence work and will complete all services described within 90 days from the date the Contractor is notified to proceed.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed \$158,500. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

4.2 Applicable Taxes. The Contractor will pay all applicable taxes. The City is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this Agreement, it is the responsibility of the Contractor to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

4.3 Tax Indemnification. The Contractor and all subcontractors will pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor will and require all subcontractors to hold the City harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, state, and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation.

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

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

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the 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 (Indemnatee) 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 Indemnatee from and against any and all Claims, except those arising solely from Indemnatee'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 Indemnatee 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

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

Name: Christina Pryor
 Title: Procurement and Supply Senior Manager
 Address: 175 S. Arizona Ave., 3rd Floor
 Chandler, AZ 85225
 Phone: 480-782-2403
 Email: christina.pryor@chandleraz.gov

For the Contractor

Name: Lawrence Consalvos
 Title: President and Chief Operating Officer
 Address: 150 College Road West, Suite 200
 Princeton, NJ 08540
 Phone: 609-759-5102
 Email: lconsalvos@ixpcorp.com

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

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

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

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

cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

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

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

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

5.18 Compliance with Laws. Contractor understands, acknowledges, and agrees to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. All services performed by Contractor must also comply with all applicable City of Chandler codes, ordinances, and requirements. Contractor agrees to permit the City to verify Contractor's compliance.

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

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including

termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

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

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

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

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

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

interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

5.26 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion or termination of services under this Agreement, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.27 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When

personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

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

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

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

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

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

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

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

5.35 Delivery. All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. The Contractor will retain title and control of all goods until they are delivered and accepted by the City. All risk of transportation and all related charges will be the responsibility of the Contractor. All claims for visible or concealed damage will be filed by the Contractor. The City will notify the Contractor promptly of any damaged goods and will assist the Contractor in arranging for inspection.

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

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

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

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

- Exhibit A - Project Description/Scope of Services
- Exhibit B - Compensation and Fees
- Exhibit C - Insurance Requirements
- Exhibit D - Special Conditions

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

5.41 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will

comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

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

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

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

5.45 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.46 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

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

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

FOR THE CONTRACTOR

By: Lawrence Consalvos

Its: President and COO

APPROVED AS TO FORM:

By: _____

City Attorney

JMB

ATTEST:

By: _____

City Clerk

EXHIBIT A

SCOPE OF SERVICES

Task 1: Assessment of Existing Infrastructure

The Contractor will:

1. Meet with key city stakeholders to understand and document the vision and overall goals.
2. Codify understanding of the Vision in a document for city review.
3. Develop the project plan.
4. Perform an assessment of the existing infrastructure, including:
 - a. Reviewing city documentation of cameras, the network transmitting video streams to the recording server, and devices used to record video.
 - b. A life cycle analysis of the infrastructure to identify areas that need priority replacement due to age or if the technology lifecycle has rendered the device obsolete.
 - c. Evaluate the software in use to determine whether it supports or hinders the overall goals to make appropriate recommendations.
 - d. Evaluate the data network used to transmit the video images to ensure it provides the reliability and security required by critical infrastructure.

Taks 2: Technology and Functionality Review

The Contractor will:

1. Collate and interpret the information collected and measure it against the vision and goals.
2. Perform a gap analysis highlighting the desired future state against the current state and the causes leading to these gaps.
3. Perform offsite and onsite work, and onsite activities to validate Task 1 findings and engage in additional discussions regarding the Vision.

Task 3: Data Management and Privacy

The Contractor will:

1. Document current governance for the use of video surveillance, the policies that support the program and whether they are being followed, data retention standards and whether they are being adhered to, as well as how the city protect recordings and secure the infrastructure.

Task 4: Recommendations and Proposal

































The Contractor will:

1. Collate the data gathered to compare against stated goals, industry standards, and best practices.
2. Present a draft assessment report of findings, associated risks, and recommendations for city review.
3. Meet with city stakeholders to discuss the preliminary report and determine which recommendations are achievable based on the city's current funding and ability to make changes.
4. Develop budgetary costs for the city to plan its next steps in achieving its Vision.
5. Work with internal stakeholders to understand the historical costs incurred and develop a realistic and measurable budget.

Additional Services

Provide additional, related services upon request from the city.

Project Timelines and Milestones

ID		Task	Task Name	Duration
01			City of Chandler AZ Video Current State Assessment	46 days
02			• Project Kickoff Meeting	1 day
03			Task 1 Assessment of Current Infrastructure	20 days
04			Visioning Session with Chandler Stakeholders	1 day
05			• Understand the use of video technology	1 day
06			• Where video surveillance is helping	1 day
07			• Where video surveillance is lacking	1 day
08			• Required technology standards	1 day
09			• Required retention standards	1 day
10			• Future uses of video surveillance they anticipate.	1 day
11			• Existing Systems Assessment	20 days
12			• Existing Camera Location Site Surveys	20 days
13			• Document, using Chandler documentation, information on existing cameras (Manufacturer, Model, Installation Date, Firmware).	20 days
14			• Document General Camera Settings (Resolution, Frame Rate).	20 days
15			• Document Servers/Storage	20 days
16			• Discuss with the site representative how they use video, where it is stored, retention enforcement, camera views, system security, etc.	20 days
17			• Review camera views	20 days
18			• Go to where cameras are terminated.	20 days

19			<ul style="list-style-type: none"> Identify new locations based on comments from the site representative. 	20 days
20			<ul style="list-style-type: none"> Review documentation of the city's camera data network. Clarify with their IT. 	20 days
21			<ul style="list-style-type: none"> Identify the city-planned network approach for future technology systems. 	20 days
22			Task 2 Technology and Functionality Review	5 days
23			<ul style="list-style-type: none"> Develop an overview of the latest camera technology and enhancements, including analytics. 	5 days
24			<ul style="list-style-type: none"> Develop lifecycle analysis and compatibility matrix. 	5 days
25			<ul style="list-style-type: none"> Evaluate facial recognition, license plate recognition, and analytics. Compare advanced features to the city's vision, goals, and funding. 	5 days
26			<ul style="list-style-type: none"> Evaluate the city's network infrastructure and how it supports (doesn't) the current and future state. 	5 days
27			Task 3 Data Management and Privacy	5 days
28			<ul style="list-style-type: none"> Evaluate data retention, security 	5 days
29			<ul style="list-style-type: none"> Identify relevant standards and best practices. 	5 days
30			Task 4 Recommendations and Proposal	21 days
31			Part 1 Assessment Findings, Risks, and Preliminary Recommendations.	18 days
32			<ul style="list-style-type: none"> Camera Hardware 	10 days
33			<ul style="list-style-type: none"> Camera Views 	10 days
34			<ul style="list-style-type: none"> Additional Camera Locations 	10 days
35			<ul style="list-style-type: none"> Video Management Systems 	10 days
36			<ul style="list-style-type: none"> Servers/Storage 	10 days
37			<ul style="list-style-type: none"> Governance (Policies, Procedures, Usage) 	10 days
38			<ul style="list-style-type: none"> Data Network 	10 days
39			<ul style="list-style-type: none"> Maintenance and Support 	10 days
40			<ul style="list-style-type: none"> Complimentary Technology 	10 days
41			<ul style="list-style-type: none"> Assemble Draft Assessment Report 	10 days
42			<ul style="list-style-type: none"> Review the Draft Assessment Report with the City of Chandler. 	1 day
43			<ul style="list-style-type: none"> Identify what should be included in the Budgetary Pricing Exercise. 	1 day
44			<ul style="list-style-type: none"> Finalize Assessment Report 	2 days
45			Part 2 Budgetary Pricing	8 days














46			<ul style="list-style-type: none"> • Work with the City of Chandler stakeholders to identify funding and timing. 	1 day
47			<ul style="list-style-type: none"> • Work with the City of Chandler stakeholders to document how they will proceed. 	1 day
48			<ul style="list-style-type: none"> • Develop a timeline for implementation based on the City of Chandler's identified constraints. 	5 days
49			<ul style="list-style-type: none"> • Develop budgetary pricing for camera technology and installation. 	5 days
50			<ul style="list-style-type: none"> • Develop budgetary pricing for network-related improvements. 	5 days
51			<ul style="list-style-type: none"> • Development budgetary pricing for video management system consolidation. 	5 days
52			<ul style="list-style-type: none"> • Develop pricing for storage based on VMS intentions. 	5 days

EXHIBIT B COMPENSATION AND FEES

Fees are firm, fixed, and inclusive for all Tasks of the Scope of Services.

Phase	Fee
Task 1: Assessment of Existing Infrastructure	\$81,700
Task 2: Technology and Functionality Review	\$25,900
Task 3: Data Management and Privacy	\$14,100
Task 4: Recommendations and Proposal	\$36,800
Project Total	\$158,500

Hourly rates for all consultant personnel listed will serve as the basis for pricing in the event that the City requires related services in addition to those of the Scope of Work.

Staff Role	Hourly Fee
Public Safety Consultant, Project Manager	\$350
Lead Technical Consultant, Technical Architect	\$370
Technical Consultant, Policing Specialist	\$285
Documentation Specialist	\$255

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 occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized

to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

- B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

Additional Policy Provisions Required.

- A. *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
 - 1. The Contractor's insurance must contain broad form contractual liability coverage.
 - 2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.
 - 3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.
 - 5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.
 - 6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing

Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

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

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.
2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

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

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.
2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT D SPECIAL CONDITIONS

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 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.



City Council Memorandum Facilities and Fleet Memo No. N/A

Date: April 18, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Michael Hollingsworth, Facility and Fleet Manager
From: Patricia Matus, Management Assistant
Subject: Space Utilization Improvements

Proposed Motion:

Move City Council approve the purchase of furniture and related services, utilizing the State of Arizona Contract No. CTR067396, with Corporate Interior Systems, Inc., and the State of Arizona Contract No. CTR067402, with Goodmans, Inc., in an amount not to exceed \$637,328.

Background/Discussion:

This request is for the authorization to purchase office furniture and install or add modular walls, aimed at enhancing space utilization, creating functional workgroups and improving the working environment across multiple departments within the city. The current workspace layout and furniture setup within departments, including Information Technology, Management Services, Community Services, Cultural Development, and Neighborhood Resources, present significant challenges in terms of space utilization and functionality. These challenges have been identified through the Space Utilization Study and further collaboration with department stakeholders.

The following objectives will be achieved through this project:

1. Enhancing Space Utilization: The current furniture setup does not maximize the available space efficiently, leading to clutter and inefficiencies.
2. Creating Functional Workgroups: Functional workgroups are essential for fostering collaboration and teamwork, which are crucial for the success of departments.

3. Improving the Working Environment: A comfortable and conducive working environment is vital for employee satisfaction and productivity, particularly in the Information Technology Department, which is outdated and in need of reconfiguration as the city has evolved.
4. Resolving Space Deficiencies: Certain departments, such as Cultural Development, Community Services, and Neighborhood Resources, face space constraints due to department growth and outdated furniture arrangements, hindering workflow and service delivery.

Existing cubicles and office furniture in good working condition will be reutilized and investments in new cubicles and office furniture tailored to the specific needs of each department will address the identified challenges and significantly improve efficiency, employee satisfaction, and overall productivity. The proposed furniture solutions include modular and ergonomic designs that optimize space utilization, facilitate collaboration, and enhance employee well-being.

This project is expected to be completed by August 2024.

Evaluation:

The State of Arizona competitively solicited and awarded contracts for statewide furniture products and related services to Corporate Interior Systems, Inc., and Goodmans, Inc. The City has current agreements with the State of Arizona allowing for the cooperative usage of the State's contracts.

Fiscal Impact				
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.3210.6212.6BF670	General Government Capital Projects	Space Utilization Improvements	\$637,328.00	Y

**City Council Memorandum Fire Memo No. N/A**

Date: April 18, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Thomas Dwiggins, Fire Chief
From: Keith Hargis, Assistant Fire Chief
Subject: Purchase of Fire Apparatus

Proposed Motion:

Move City Council approve the purchase of a fire apparatus, utilizing the Houston Galveston Area Council (H-GAC) Contract No. FS12-19, or the Sourcewell Contract No. 113021, in an amount not to exceed \$1,250,000 and approve a General Fund Contingency transfer of \$1,250,000 to allow for creation of the purchase order in the current fiscal year.

Background/Discussion:

The Chandler Fire Department (CFD) has utilized cooperative agreements and request for proposal (RFP) processes in the past to acquire fire apparatus. The current build time for a custom fire engine is approximately two to three years after purchase. Due to this lead time, CFD requests Council approval to order a replacement fire engine that is budgeted in the Capital Improvement Program (CIP) for Fiscal Year (FY) 2025-26. Payment for the fire engine would not be completed until the planned FY 2025-26 replacement, when the engine is received by the Department.

City Council authorization is requested to provide the ability for CFD to order a fire engine through one of two established cooperative agreements in order for the engine to be received and purchased in the year the existing fire engine is scheduled for replacement. The cooperative agreements cover several vehicle manufacturers used by CFD, and the total purchase price will remain within the budget approved by City Council.

Evaluation:

H-GAC and Sourcewell competitively solicited and awarded agreements for fire service apparatus to multiple manufacturers, including E-One, Inc.; Pierce Manufacturing, Inc.; and Rosenbauer, LLC. The City has current agreements allowing for the cooperative use of H-GAC and Sourcewell contracts. Staff recommends the use of the H-GAC or Sourcewell contracts to allow for the most expeditious purchase of a fire engine at a competitive price.

Financial Implications:

CFD requires the approval to order a replacement fire engine that is currently budgeted in the CIP for Fiscal Year 2025-26. The creation of a purchase order in the current Fiscal Year for this fire engine will require a transfer from the General Fund, Non-Departmental Cost Center, Contingency Account (101.1290.5911) to the General Government Capital Projects Fund, Fire Capital Cost Center, Aquisition Account, Fire Emergency Vehicle Replacement Project (401.2250.6310.0.6FI641) in the order amount of \$1,250,000. The payment will not occur upon arrival of the vehicle in FY 2025-26 and will be funded through the existing CIP program, Fire Emergency Vehicle Replacement.

Fiscal Impact				
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.2250.6310.0000.6FI641.0000	General Government Capital Projects	Fire Vehicle Replacement Program	\$1,250,000	Y



City Council Memorandum Information Technology Memo No. N/A

Date: April 18, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Sandip Dholakia, Chief Information Officer
From: Kerstin Nold, IT Chief Technology Officer
Subject: Agreement No. 4538, Amendment No. 3, with SAR Systems, LLC, for Professional Services to Implement Human Resources Benefits Administration System and Human Resources System Enhancements

Proposed Motion:

Move City Council approve Agreement No. 4538, Amendment No. 3, with SAR Systems, LLC, for professional services to implement human resources benefits administration system and human resources system enhancements, increasing the spending limit by \$400,000.

Background/Discussion:

Since FY 2022-23, SAR Systems, LLC, has provided technology consulting/technical services on the city's Enterprise Resource Planning (ERP) solution, Oracle Enterprise Benefit System (EBS) Human Resources module. SAR Systems was needed to support the 2022 benefits enrollment updates, the January 2023 classification and compensation implementation, and the position control project. The city extended the agreement with SAR Systems for assistance with FY 2023-24 project efforts, including benefits administration as well as multiple other human resources system enhancements. An additional \$400,000 is recommended on the vendor's contract to allow additional technical assistance as the city moves to a new deferred compensation provider and additional updates are needed as during the ERP/EBS data migrations.

Evaluation:

On August 18, 2022, City Council approved an agreement with SAR Systems, LLC, for professional services to analyze the human resources benefits administration system, as well as to support multiple other human resource system enhancements. Staff is requesting an increase to the spending limit during the current term of the agreement to allow for the continued support of projects.

Financial Implications:

This amendment is in the amount of \$400,000. The total revised contract amount is not to exceed \$1,301,700.

Fiscal Impact				
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
741.1250.5219.0.0.0	Medical Self Insurance Fund	N/A	\$ 209,645	N
401.1285.5219.0.6IC128.0	General Government Capital Projects	Benefits Administration Solution	\$ 190,355	Y

Attachments

SAR Systems, LLC Amendment



City Clerk Document No. _____

City Council Meeting Date: April 18, 2024

**AMENDMENT TO CITY OF CHANDLER AGREEMENT
POSITION CONTROL IMPLEMENTATION
CITY OF CHANDLER AGREEMENT NO. 4538**

THIS AMENDMENT NO. 3 (Amendment No. 3) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and SAR Systems, LLC (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 to implement position control features and functionality in the existing Oracle EBS 12.2.3 environment (Agreement); and

WHEREAS, the term of the Agreement was three hundred days from the date of the notice to proceed; and

WHEREAS, the Parties amended the Agreement to extend the term and add funds; and

WHEREAS, the Parties wish to add funds to the current term of the Agreement.

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 IV is amended to increase the spending limit by \$400,000, for a revised total not to exceed amount of \$1,301,700.
3. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 3 and the Agreement, the terms and conditions in this Amendment No. 3 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: Sandana Kasthuri

Its: Director

APPROVED AS TO FORM:

By: _____
City Attorney *JMB*

ATTEST:

By: _____
City Clerk



City Council Memorandum Information Technology Memo No. N/A

Date: April 18, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Sandip Dholakia, Chief Information Officer
From: Lisa Lapp, Chief Applications Officer
Subject: Purchase of Enterprise Asset Management (EAM) System Annual Support and Maintenance

Proposed Motion:

Move City Council approve the purchase of enterprise asset management (EAM) system annual support and maintenance, from CentralSquare Technologies, LLC, in an amount not to exceed \$114,927, for the period of one year, beginning July 1, 2024, through June 30, 2025.

Background/Discussion:

Lucity is the EAM system that manages the city's service and work requests, coordinates preventative maintenance programs, and tracks the city's asset maintenance throughout the asset's life cycle. The city continues to expand the use of the application for other city work management functions. This system also handles citizen service requests with a web-based service request system.

The support provides access to technical assistance resources to resolve application issues and software fixes and includes application upgrades necessary to operate and keep the system current.

Evaluation:

In June 2020, City Council approved an agreement with CentralSquare Technologies, LLC, for the annual support and maintenance of the EAM system. The agreement allows for support and maintenance services to be performed annually while the EAM system is in use by the city. Because the system is proprietary, the ongoing support and maintenance services are available only from CentralSquare Technologies, LLC.

Fiscal Impact				
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1200.5419.0.0.0	General Fund	N/A	\$114,927	N



City Council Memorandum Information Technology Memo No. N/A

Date: April 18, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Sandip Dholakia, Chief Information Officer
From: Molly Mahai, IT Chief Infrastructure Officer
Subject: Purchase of Microsoft Software Licenses

Proposed Motion:

Move City Council approve the purchase of Microsoft software licenses, from CDW-G, utilizing the Omnia Partners Contract No. 2018011-01, for a period of three years, in an amount not to exceed \$2,021,655 in the first year, and authorize the City Manager to execute an agreement with Microsoft Corporation for use of the licenses.

Background/Discussion:

The city has been implementing Microsoft (MS) O365 over the last few years and is currently operating under a G3 License model. The city's enterprise agreement with MS for the G3 License model includes:

- MS productivity suite featuring: email, calendar, Teams, OneDrive, and SharePoint
- Windows Server Operating System (licensing for servers in the datacenters)
- MS Structured Query Language (SQL), licensing for SQL databases and reporting
- User Multi-Factor Authentication for O365 and when working remotely

The Information Technology department recommends moving to the M365 G5 license model. This vision was discussed during the FY 2024-25 budget decision package process and an additional \$801,950 ongoing is included in the Proposed FY 2024-25 budget to fund this transition. The M365 G5 License model is an enterprise-level cloud-based license model that includes:

- All components of the G3 suite plus;

- Additional productivity solutions
- Enhanced security tools
- Compliance features

The additional features improve the city's productivity, streamline maintenance/operations, elevate the security posture, and help the city with mandatory compliance standards that continue to evolve. Utilizing the Microsoft enterprise agreement provides secured pricing for the next three years and provides the city with industry standard versions of the Microsoft subscriptions and latest tools sets, available in the cloud or as a desktop application. Additionally, the subscription option allows the city to adjust user counts on an annual basis.

The city's license provider is offering a year one discount in the amount of \$216,000 if the city enters into the three-year agreement in April 2024. This approach allows the city to accelerate implementation of the G5 License model features, giving access to enhanced security tools sooner.

Evaluation:

The City of Mesa, on behalf of Omnia Partners, competitively solicited and awarded a contract for information technology solutions and services to CDW-G. The city has a current agreement with Omnia Partners allowing for the cooperative use of its contracts.

Financial Implications:

Approval of this contract enables the city to enter into a three-year agreement that locks the price at not to exceed \$2,021,655 annually. The FY 2024-25 Proposed Budget includes \$801,950 ongoing for the G5 and Cloud Governance increased License costs for years two and three of the agreement.

Additionally, Microsoft agreed to a \$216,000 discount for year one if the city enters into the three-year agreement in April 2024. Microsoft does not provide an enterprise agreement for a term less than three years. One-time funding has been identified in FY 2023-24 to allow funding of the increased licensing costs earlier.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1200.5419.0.0.0	General Fund	N/A	\$56,648	N
101.1200.6316.0.0.0	General Fund	N/A	\$372,000	N

101.1280.5419.0.0.0	General Fund	N/A	\$184,022	N
101.1280.6316.0.0.0	General Fund	N/A	\$561,200	N
403.1290.5419.0.0.0	Technology Replacement Fund	N/A	\$74,275	N
101.2065.5419.0.0.0	General Fund	N/A	\$11,725	N
101.1280.5511.0.0.0	General Fund	N/A	\$26,000	N
401.1287.6316.0.6IT093	General Government Capital Projects	Microsoft Office 365	\$337,936	Y
101.1286.5419.0.6IC127.0	General Fund	Citywide Multifactor Authentication	\$397,849	Y



City Council Memorandum Law Memo No.

Date: April 18, 2024
To: Mayor and Council
From: Kelly Schwab, City Attorney
Subject: Settlement in Allstate Insurance Co. vs. City of Chandler

Proposed Motion:

Move City Council authorize the settlement in the matter of Allstate Insurance Co vs. City of Chandler in full and final satisfaction of all claims asserted without admitting liability for the amount of \$140,000.00 and further authorize the City Attorney to sign any necessary documents in such forms as are approved by the City Attorney to effectuate the terms and conditions of settlement in this action.



City Council Memorandum Management Services Memo No. 24-076

Date: April 18, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Director
From: Raslyn Sleet, Grants Program Manager
Subject: Resolution No. 5790 Authorizing Submittal of an Indian Gaming Revenue Sharing Grant Application from Dignity Health Foundation - East Valley to Fort McDowell Yavapai Nation

Proposed Motion:

Move City Council pass and adopt Resolution No. 5790 authorizing the submittal of a \$25,000 pass-through Indian Gaming Revenue Sharing Grant Application from the Dignity Health Foundation – East Valley to the Fort McDowell Yavapai Nation to provide oral health care and minimally invasive treatments for 120 children.

Background:

In 2002, a coalition of Arizona Indian tribes successfully obtained passage of Proposition 202, whereby the state was authorized to enter into gaming compacts with individual tribes. The compacts allowed for expanded tribal use of games and gaming devices as well as pari-mutuel wagering. In exchange, tribes agreed to share a portion of gaming revenues with the state and its counties, cities and towns. The law provides that 12 percent of tribal contributions pursuant to the compacts shall be contributed by Indian tribes to cities, towns and counties for government services that benefit the general public, including public safety, mitigation of gaming impacts and promotion of commerce and economic development. The Indian tribes have some discretion over how these contributions will be made, and each tribe has different application procedures that need to be observed to obtain funding. Additionally, it has become a common practice for cities to submit applications for such contributions on behalf of 501(c)(3) nonprofit organizations that are deemed to be providing government services that benefit

the general public.

The City of Chandler for many years has submitted pass-through grant applications for numerous nonprofit organizations based on the interests of the City and its residents. The pass-through Grant Applicant must be a 501(c)(3) nonprofit organization with some nexus with the City and its residents.

Dignity Health's Chandler Children's Dental Clinic provides free dental care to uninsured and underserved children in the community. Services include dental assessments, professional cleanings, x-rays, sealants, fluoride varnish treatments, minimally-invasive procedures, and education to children and parents. The clinic is located at the Chandler CARE Center and operates in conjunction with the Chandler Unified School District. Oral health education will also be provided in Chandler schools as part of this program. The Chandler Children's Dental Clinic aims to increase access to preventive, minimally invasive dental care and restorative care for children ages 0 through 18 who face barriers to receiving dental care, increase awareness of the importance of good oral health, and provide families with the tools needed to improve their oral health. A \$25,000 grant from Fort McDowell Yavapai Nation will provide oral health care and minimally invasive treatments for 120 children this year.

Financial Implications:

The City, by virtue of this Resolution, is acting as a financial conduit between the Fort McDowell Yavapai Nation and Dignity Health Foundation-East Valley, and is in no way agreeing or obligating itself to monitor or report on the expenditure of any grant funding distributed to or on behalf of Dignity Health Foundation-East Valley, guarantee the accuracy, completeness or truthfulness of the information set forth in the application materials prepared by the Dignity Health Foundation-East Valley, supervise or take any responsibility regarding the actions or activities undertaken by the Dignity Health Foundation-East Valley, or represent that Dignity Health Foundation-East Valley, either has, or does not have, other sources of funding relating to the intended use of grant funding set forth in this Resolution, including funding from grant applications made on behalf of Dignity Health Foundation-East Valley, to other Indian tribes. The City has up to 10 days to send the funds once received.

Attachments

Dignity Health Fort McDowell Yavapai 2024 Grant Application

Resolution No.5790 Authorizing the submittal of a Tribal Application from Dignity Health Foundation to Ft. McDowell Yavapai Nation

Dignity Health Foundation – East Valley
Grant Application to Fort McDowell Yavapai Nation

Cover Sheet

Applicant Info:

City of Chandler

175 S. Arizona Ave., 5th Floor,
Chandler, AZ 85225

Dawn Lang, Deputy City Manager – CFO

Dawn.lang@chandleraz.gov

480-782-2000

Dignity Health Foundation – East Valley

Chandler Regional Medical Center & Mercy Gilbert Medical Center

1727 West Frye Road, Suite 230

Chandler, AZ 85224

Primary Contact:

Laurel Vetsch, Director of Grants and Communication

Dignity Health Foundation – East Valley

1727 West Frye Road, Suite 230

Chandler, AZ 85224

Laurel.vetsch@commonspirit.org

480.728.3130

Sponsor Info:

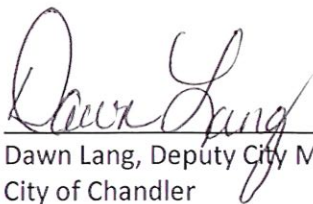
City of Chandler

Dawn Lang, Deputy City Manager – CFO

Dawn.lang@chandleraz.gov

480-782-2000

Acknowledgment Signature:

A handwritten signature in cursive script, appearing to read "Dawn Lang", is written over a horizontal line.

Dawn Lang, Deputy City Manager – CFO
City of Chandler

Project Summary

The Chandler Children's Dental Clinic aims to increase access to preventive, minimally invasive dental care and restorative care for children ages 0 through 18 who face barriers to receiving dental care, increase awareness of the importance of good oral health, and provide families with the tools needed to improve their oral health. A \$25,000 grant from Fort McDowell Yavapai Nation will provide oral health care and minimally invasive treatments for 120 children this year.

1. Describe the proposed program or project, and whether it is a new or continuing project:

The Chandler Children's Dental Clinic reduces barriers to care by utilizing the Affiliated Practice (AP) Dental Hygiene model, English Spanish bilingual promotoras and registrars, strategic placement of clinic location within the neighborhood by schools and community centers, and a focus on building relationships with families. AP Dental Hygienists provide dental assessments, x-rays, professional cleanings, periodontal therapy, sealants, fluoride treatments, and education to children and parents in collaboration with an offsite dentist. One of the benefits of teledentistry is that it allows dentists to review x-rays without being on site. The hygienists receive the dentist's response and inform patients and their families of any additional findings. What makes this model unique is that it increases access to dental services by allowing dental providers to practice at the top of their scope thereby offering a cost-effective way to provide comprehensive dental care.

The AP Dental Hygienist is also able to provide minimally invasive dental care procedures to treat tooth decay without removing any tooth structures. The treatment is much less expensive and can be delivered by dental hygienists, and dental therapists, which also keeps the cost low.

Bilingual oral wellness education is provided during extended appointment times, allowing children and family members to understand the causes of poor oral health and learn what they can do at home to maintain good oral health. A Promotora works with families to complete oral health assessments, set goals and track progress. A Registrar is the liaison between the clinic and family reducing no-shows and encouraging treatment plan completion. Benefits include decreased pain and school absences, improved self-esteem and school performance, better nutrition and improved overall health.

The Community Health Educator provides oral health education to children in elementary schools, community events and community health centers. Our school-based oral health programs is designed to address access barriers for high-risk children to prevent dental decay and improve overall health and academic success. The goal is to create awareness of the importance of oral health by educating children brushing, flossing and having a healthy diet. Oral health education and resources will be sent to parents to create awareness of the importance of oral health and to provide the resources available for their children in effort to establish a dental home for children that have not seen a dentist.

Removing barriers to care minimizes school absences and increases children's ability to learn and interact with peers. Providing toothbrushes, toothpaste and floss means that families have not only the knowledge, but the tools needed to improve their oral health. The clinic is located at the Chandler CARE Center on the campus of Galveston Elementary School. The integrated service model at the Chandler CARE Center provides easy access to medical and mental health services as well as a food bank and family resource center.

2. Describe the purpose of the program or project and how it meets one or more of Fort McDowell's funding priorities:

The Chandler Children's Dental Clinic addresses Fort McDowell Yavapai Nation's priority funding area of health by providing access to dental health care and dental health literacy for low income, uninsured and under-insured Chandler families. Many households in our specific area are single parent households which contributes to their poverty. Our model for providing this dental care in conjunction with medical care and

additional family resources increases the community's well-being, making it less vulnerable to systemic poverty. The clinic meets the unique needs and barriers encountered by minority and low-income families. The clinic's location in the heart of Chandler's underserved neighborhoods removes transportation and trust barriers. Spanish-speaking staff ensures that language and cultural norms do not interfere with obtaining care. Staff works closely with families to schedule appointments, answer questions, and assist with forms. These practices ensure the clinic is known as a safe-haven, where individuals can seek compassionate, culturally appropriate care.

3. Describe the need that the program or project aims to fulfill, the population targeted, and the estimated number of people who will be served by the grant:

According to the 2019 Chandler Community Needs Assessment, the location of the Chandler CARE Center is in one of the Census Block Group areas where at least 51% of the population is low- and moderate-income. In the 2022 Chandler Regional Medical Center Community Health Needs Assessment, oral health was selected as a priority issue in this area that include high rates of families living in poverty, a large non-English speaking population, low education attainment and lack of dental and health insurance, all of which create barriers to accessing dental care. Oral Health is a key indicator of overall health, well-being, and quality of life. Oral diseases ranging from dental cavities, dental infection and oral cancer cause pain and disability. Some racial/ethnic and socioeconomic groups face poor oral health as a result of social determinants of health. For instance, under-resourced populations cannot afford to pay out of pocket for the high cost of dental care, most do not have private or public dental insurance, or cannot get time off from work to get dental care. Lack of dental insurance coverage contributes to barriers that patients in our state struggle to overcome. Parent education level and cultural beliefs also prevent parents from seeking dental care. The clinic also serves families who have recently immigrated to the United States. Many of these families have low dental health literacy resulting in high levels of dental disease.

This population of low-income and minority children has greater dental treatment needs than most children. More than 32% of children from low-income households have untreated decay and 22% have never seen a dentist. Preventive and restorative dental care are essential to the oral and overall health of children. Primary teeth are critical for many reasons including speech development, development of jaw bones and facial muscles, space holders and guides for adult teeth, and ability to chew food. Untreated tooth decay can cause severe pain and potential damage to facial structure. The Chandler Children's Dental Clinic was created to serve these children by removing the barriers they face accessing traditional dental practices.

4. Describe the partners in the program or project, and other entities providing funding and support (please indicate whether the organization will be submitting applications to any other tribes):

Dignity Health has a long history of collaboration with the City of Chandler for our dental clinic services. The Chandler Children's Dental Clinic was established in 2008 in collaboration with the Chandler Unified School District. Our partner is the Chandler CARE Center which Center offers a trusted location where families feel safe and respected. The multiple support services available at the Chandler CARE Center enable families to meet many needs in one visit. At whatever entry point a family seeks assistance at the CARE Center, they are referred to other services that are available.

We receive an annual grant from Salt River Pima-Maricopa Indian Community (SRPMIC) for our Gilbert Children's Dental Clinic. We have not received awards from any other tribe for the program in this request.

5. Describe the timetable for implementation of the program or project:

The dental clinic is an ongoing program and funds will be used to provide 241 children with oral health care and minimally invasive treatments throughout the year.

Budget:

	Hours per child	Rate	Cost per appointment
Hygienist	1	\$46	\$46
Registrar	0.5	\$21	\$10.5
Supervisor	0.5	\$33	\$16.5
Promotora	0.5	\$22.75	\$11.5
Hygienist admin. time	0.25	\$46	\$11.5
Supervisor admin. Time	0.25	\$33	\$8.25
Supplies		\$17	\$15
Goody bag		\$6	\$5
TOTAL			\$124
Minimally Invasive Care treatment products			\$30
TOTAL			
337 teeth x 30 minimally invasive treatments			\$10,120
120 children x \$124 dental clinic appointments			\$14,880
TOTAL			\$25,000

Statement of Presence:

Dignity Health in Phoenix's eastern suburbs of Chandler and Gilbert is comprised of Chandler Regional Medical Center (CRMC), Mercy Gilbert Medical Center (MGMC), Mesa Arizona General Hospital, three Urgent Cares, eight freestanding Emergency Rooms, and Dignity Health Foundation – East Valley. Our hospitals have been a leading force in increasing health and well-being for all who live in Maricopa County and surrounding areas. The mission of Dignity Health *embodies the delivery of compassionate, high quality, affordable health services; serving and advocating for those who are poor and disenfranchised; and partnering with others in our community to improve quality of life.* With the shared core values of dignity, justice, collaboration, stewardship and excellence, we pursue the overall goal of providing the highest quality, most compassionate health care within the growing communities of Maricopa County's East Valley. Dignity Health is committed to providing medical care with the inherent dignity of each person in mind. We're determined to bring more humanity into health care, so "humankindness" is at the heart of everything we do.

CINCINNATI OH 45999-0038

In reply refer to: 0248344558
Sep. 22, 2017 LTR 4168C 0
74-2418514 000000 00
00018398
BODC: TE

DIGNITY HEALTH FOUNDATION-EAST
VALLEY
% RANDY BRADLEY
1955 W FRYE RD.
CHANDLER AZ 85224

017548

Employer ID Number: 74-2418514
Form 990 required: Yes

Dear Taxpayer:

This is in response to your request dated Sep. 14, 2017, regarding your tax-exempt status.

We issued you a determination letter in July 1986, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(3) as a Type I supporting organization. A Type I supporting organization is operated, supervised, or controlled by one or more publicly supported charities.

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

0248344558
Sep. 22, 2017 LTR 4168C 0
74-2418514 000000 00
00018399

DIGNITY HEALTH FOUNDATION-EAST
VALLEY
% RANDY BRADLEY
1955 W FRYE RD
CHANDLER AZ 85224

Sincerely yours,

A handwritten signature in black ink, appearing to read 'K. A. Billups', written in a cursive style.

Kim A. Billups, Operations Manager
Accounts Management Operations 1

RESOLUTION NO. 5790

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR AN INDIAN GAMING REVENUE SHARING GRANT TO THE FORT MCDOWELL YAVAPAI NATION ON BEHALF OF DIGNITY HEALTH FOUNDATION - EAST VALLEY IN THE AMOUNT OF \$25,000.

WHEREAS, pursuant to A.R.S. § 5-601.02, Indian tribes entering into a tribal-state gaming compact shall contribute monies to "... cities, towns and counties ... for government services that benefit the general public, including public safety, mitigation of impacts of gaming, and promotion of commerce and economic development"; and

WHEREAS, those Indian tribes entering into a tribal-state gaming compact have various grant application procedures for evaluating which cities, towns, and counties, and which government services, will receive gaming revenue sharing contributions pursuant to A.R.S. § 5-601.02; and

WHEREAS, it is common practice for cities to authorize the submission of grant applications for such Indian gaming revenue sharing grants on behalf of 501(c)(3) nonprofit organizations that are deemed to be providing government related services that benefit the general public; and

WHEREAS, Dignity Health Foundation-East Valley ("Dignity Health"), a 501(c)(3) nonprofit organization, has requested that the City of Chandler authorize the submission of an application for such Indian gaming revenue sharing grant funding to the Fort McDowell Yavapai Nation on its behalf in the amount of \$25,000; and

WHEREAS, the funding sought is for the purpose of supporting Dignity Health's Chandler Children's Dental Clinic, located at the Chandler CARE Center, to provide free oral health care and minimally invasive dental treatments to uninsured and underserved children in the community, as further described in the application materials prepared by Dignity Health, which are incorporated by reference; and

WHEREAS, the City Manager's Office has reviewed the application materials and believes that the funding request described in the application materials qualifies as being for government related services that benefit the general public and is consistent with the City's Administrative Regulation regarding such grant applications.

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

Section 1. Authorizing Dignity Health to submit this Resolution and the grant application materials prepared by Dignity Health to the Fort McDowell Yavapai Nation.

Section 2. Authorizing the Mayor or his designee to execute the application form or letter in conjunction with the grant application to be submitted to the Fort McDowell Yavapai Nation on behalf of Dignity Health.

Section 3. Authorizing acceptance of the grant on behalf of Dignity Health in the amount of \$25,000 or any other lesser or greater amount awarded and directing City staff to mail a check to Dignity Health within ten (10) days of the City's receipt of any grant funds from the Fort McDowell Yavapai Nation pursuant to a grant application submitted on behalf of Dignity Health, covering one hundred percent (100%) of the funds received.

Section 4. The City, by virtue of this Resolution, is simply acting as a financial conduit between the Fort McDowell Yavapai Nation and Dignity Health and is in no way:

- a. Agreeing or obligating itself to monitor or report on the expenditure of any grant funding distributed to or on behalf of Dignity Health; or
- b. Guaranteeing or warranting the accuracy, completeness, or truthfulness of the information set forth in the application materials prepared by Dignity Health; or
- c. Supervising or taking any responsibility regarding the actions or activities undertaken by Dignity Health; or
- d. Representing that Dignity Health either has, or does not have, other sources of funding relating to the intended use of grant funding set forth in this Resolution, including funding from grant applications made on behalf of Dignity Health to other Indian tribes.

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. 5790 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of April, 2024 and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AK



City Council Memorandum Management Services Memo No. 24-077

Date: April 18, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Director
From: Danielle Wells, Revenue and Tax Senior Manager
Subject: New License Series 12, Restaurant Liquor License Application for Jared Michael Repinski, Agent, EJG Group II, LLC, DBA Maple House

Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 282818, a Series 12, Restaurant Liquor License, for Jared Michael Repinski, Agent, EJG Group II, LLC, DBA Maple House, located at 198 W. Boston Street, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 304098.

Discussion:

This application for a liquor license was posted for hearing on April 18, 2024.

Staff requests a recommendation for this liquor license as the establishment does not have an interim liquor license permit with the Department of Liquor Licenses and Control (DLLC) and desires to begin serving alcohol. The DLLC allows 60 days for the City to provide a recommendation for a liquor license application. This recommendation for approval by the Local Governing Body will be within 60 days, allowing the applicant to proceed with their new liquor license application process.

The Police Department reports no objections to the issuance of this license, and no written protests pursuant to A.R.S. 4-201(B) have been received. With a Series 12, Restaurant Liquor License, the business may sell all liquors for on-premise consumption only, with a minimum of 40% of the gross receipts from the sale of food.

Attachments

A-Floor Plan

'24 FEB 20 PM 4 23



ALLEY

THE HUNTER HOLE

6250
501 55

КЕТЧУН

LIQUOR
STORAGE

Erasmus
Zaet

WACK TO
COOL

BAR

Coffee	5.00	10.00
Bread	1.00	1.00
Butter	1.00	1.00

Outdoor Patio

CALIFORNIA ST

2/2/21

BOSTON ST



City Council Memorandum Neighborhood Resources Memo No.

Date: April 18, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Leah Powell, Neighborhood Resources Director
From: Amy Jacobson, Housing and Redevelopment Senior Manager
Subject: Ordinance No. 5092, approving a ground lease at 77 North McQueen Road with Villas on McQueen, LLC

Proposed Motion:

Move City Council introduce and tentatively adopt Ordinance No. 5092, approving a ground lease at 77 North McQueen Road with Villas on McQueen, LLC, and authorizing the Mayor to sign the lease and the City Manager to sign all related documents.

Background:

The Chandler Public Housing Authority, as part of its mission, provides safe, decent and sanitary affordable housing for low-income individuals and families within the community. The city has identified a need for additional affordable housing and has assembled land owned by the city for this purpose. The land will serve as a new site for 157 units of housing, including a mix of 1, 2, 3, 4 and 5 bedroom units, community space and park area. Villas on McQueen will have specific consideration for special populations such as seniors, persons with disabilities and veterans.

The City of Chandler is seeking approval of a lease with Villas on McQueen, LLC. This lease is in alignment with the Landlord's (City of Chandler) goal of establishing and preserving public and affordable housing. Specifically, Resolution No. 5604 approved by the Chandler City Council on July 14, 2022 (the "Resolution") ,allows Landlord to take the necessary steps to enter into a U.S. Department of Housing and Urban Development ("HUD") Rental Assistance Demonstration program ("RAD Program") for property known as Villas on

McQueen, located at 77 North McQueen Road in Chandler, Arizona. This lease is made in accordance with Resolution No. 5604.

Discussion:

The basic terms of the lease are:

- A 99-year lease of the land located at 77 North McQueen Road.
- Tenant shall have the right to construct a 157 unit apartment complex and related improvements (collectively, and together with such other improvements to the Land made from time to time by Tenant under this Lease, the “Improvements”) on the Premises and to use the Premises and the Improvements as an affordable housing project in accordance with Applicable Laws, the terms of this Lease and the CC&Rs for the duration of the Term.
- The initial ground lease rate is \$4,000.00 per year during the first year of the term, increasing at a rate of three percent per annum (3%).
- The lease defines the restrictions to affordable housing and may not be used for another purpose without written consent of the city.
- Families residing in Chandler Public Housing sites at 210 North McQueen and 73 South Hamilton will occupy 78 of these units
- There is a preference for seniors, veterans, and persons with disabilities.
- Construction of Villas on McQueen will be completed in 2026.
- Landlord and Tenant acknowledge and agree that Tenant shall pay for all costs of constructing the improvements.

The agreement also includes updated contractual language regarding insurance, indemnification, environmental liability, property inspections and other business matters.

On April 10, 2024, the city's Housing and Human Services Commission voted to recommend City Council approval of this lease. The Villas on McQueen project is anticipated to break ground in late spring 2024.

Attachments

Ordinance 5092

Exhibit A Ground Lease Villas on McQueen

ORDINANCE NO. 5092

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF CHANDLER AND VILLAS ON MCQUEEN, LLC AN ARIZONA LIMITED LIABILITY COMPANY, RELATING TO THE LEASING AND DEVELOPMENT OF REAL PROPERTY LOCATED AT 77 N. MCQUEEN; AND AUTHORIZING EXECUTION OF THE LEASE AGREEMENT AND ALL RELATED DOCUMENTS.

WHEREAS, the City of Chandler owns a parcel of land located at 77 N. McQueen (the “Leased Premises”) that is the subject of a Development Agreement and Gorman & Company, LLC, a Wisconsin limited liability company for the development of an affordable housing project known as Villas on McQueen (the “Project”); and

WHEREAS, as part of the development, the Project owner, Villas on McQueen, LLC, must enter into a ground lease with the City; and

WHEREAS, the City of Chandler desires to lease the Leased Premises to Villas on McQueen, LLC and Villas on McQueen, LLC desires to lease the Leased Premises from the City of Chandler substantially in accordance with the terms and conditions set out in the form of lease shown in attached Exhibit A, or as may be modified as required by the Project financing partners.

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

Section 1. The City Council of the City of Chandler, Arizona does hereby authorize and approve the lease of the Leased Premises to Villas on McQueen, LLC substantially in accordance with the terms and conditions set out in the form of lease shown in attached Exhibit A, or as may be modified as required by the Project financing partners upon approval of the Chandler City Attorney.

Section 2. The Mayor of the City of Chandler, Arizona, or City Manager or City Manager’s designees as authorized in Resolution 5604, are hereby authorized to execute the lease and the City Manager or a designee is authorized to execute related documents, all upon approval as to form by the Chandler City Attorney.

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. 5092 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”

GROUND LEASE
(Villas on McQueen)

This Ground Lease (this “Lease”) is entered into as of the ____ day of _____, 2024 (the “Effective Date”) by and between the City of Chandler, Arizona, a political subdivision of the State of Arizona, located at 175 South Arizona Avenue, Chandler, Arizona 85225 (hereinafter “Landlord”), and Villas on McQueen, LLC, an Arizona limited liability company, located at 200 North Main Street, Oregon, Wisconsin, 53575 (hereinafter “Tenant”).

Unless otherwise defined herein, capitalized terms used in this Lease shall have the meanings ascribed to them parenthetically or in Section 2.1 of this Lease.

RECITALS:

This Lease is entered into in conjunction with Landlord’s goal of establishing and preserving the City of Chandler’s public and affordable housing. Specifically, the Resolution No. 5604 approved by the Chandler City Council on July 14, 2022 (the “Resolution”) to allow Landlord to take the necessary steps to enter into a U.S. Department of Housing and Urban Development’s (“HUD”) Rental Assistance Demonstration program (“RAD Program”) for property known as Villas on McQueen, located in Chandler, Arizona. This Lease is made in accordance with the Resolution.

The development of the property contemplated by the Resolution and this Lease is in the vital and best interest of establishing and preserving the Landlord’s affordable housing.

ARTICLE 1 — LEASE OF THE SITE

§ 1.1. Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon and in consideration of the terms and conditions contained herein, that certain parcel of land which is legally described on Exhibit A (the “Land”), together with all appurtenances, including a subsurface easement and right of support for such land and all improvements constructed thereon, and any and all other improvements presently existing thereon (collectively, the Land and the foregoing are the “Premises”). This Lease, and the right of Tenant hereunder are subject to the following:

A. covenants, restrictions, easements, agreements, and reservations of record as of the Effective Date (collectively, the “CC&Rs”);

B. present and future building restrictions and regulations, zoning laws, ordinances, resolutions and regulations of the municipality in which the land lies and all present and future ordinances, laws, regulations and orders of all boards, bureaus, commissions, and bodies of any municipal, county, state, or federal authority, now or hereafter having jurisdiction; and

C. except as expressly set forth in Article 30 with respect to certain environmental matters, the condition and state of repair of the Premises as the same may be on the Effective Date.

§ 1.3. Term. The term of this Lease (the “Term”) shall commence on the Effective Date and, shall expire the day preceding the ninety-ninth (99th) anniversary of the Effective Date, unless this Lease is extended or sooner terminated in accordance with the terms of this Lease.

ARTICLE 2 — DEFINITIONS

§ 2.1. Definitions. For the purposes of this Lease, the following words shall have the definition and meaning hereafter set forth.

“Applicable Laws”: As defined in Section 9.1.

“CC&Rs”: As defined in Section 1.2.A.

“Certificate of Occupancy”: As defined in Section 9.2.

“Depository”: The Lienholder with the first deed of trust of record or, if there be none, a bank or trust company selected by Tenant having its principal office in Maricopa County with a net worth of not less than \$20 million.

“Enforced Delay”: As defined in Section 28.1.

“Event of Default”: As defined in Section 18.1.

“Federal Investor Member”: RBC Community Investments, LLC, an Illinois limited liability company, its successors and assigns.

“Federal Investor Special Member”: RBC Community Investments Manager II, Inc., a Delaware corporation, its successors and assigns].

“Fee Estate”: As defined in Section 17.6.

“Impositions”: As defined in Section 4.1.

“Improvements”: As defined in Section 8.2.

“Institutional Lender”: Any savings bank, bank or trust company, savings and loan association, insurance company, mortgage banker, mortgage broker, finance company, college or university, governmental pension or retirement funds or systems, any pension retirement funds or systems of which any of the foregoing shall be trustee, any governmental entity or government sponsored entity, provided the same be organized

under the laws of the United States or of any State thereof; or a Real Estate Investment Trust as defined in § 856 of the Internal Revenue Code of 1986 as amended.

“Investor Members”: collectively the Federal Investor Member, the Federal Investor Special Member and the State Investor Member.

“Land”: As defined in Section 1.1.

“Landlord”: The City and any successor as fee owner of the Land.

“Leasehold Estate”: Tenant’s interest in this Lease, the leasehold estate in the Premises created hereby and Tenant’s interest in the Improvements.

“Lender(s)”: As defined in Section 17.4.

“Lienholders”: As defined in Section 17.7.

“Premises”: As defined in Section 1.1.

“Project”: As defined in Section 10.1.

“State Investor Member”: VOM Investor, LLC, a Delaware limited liability company.

“Tenant”: The Tenant named herein and its successors and assigns.

“Term”: as defined in Section 1.2.

“Use Agreement”: As defined in Section 31.4.

“Work”: As defined in Section 14.1.

ARTICLE 3 — PAYMENT OF RENT

§ 3.1. Rent. Tenant shall pay base rent for the Premises (“Base Rent”) in an initial amount equal to \$4,000.00 per year during the first year of the term, increasing at a rate of three percent per annum (3%). In addition to Base Rent, Tenant shall also pay to Landlord Additional Payments (defined below) as and when due under this Lease, which shall be included in the definition of “Rent” under this Lease.

§ 3.2. Net Lease. This Lease is a net lease and the Landlord shall not be required to make any expenditure in connection with the Premises and all costs, expenses and obligations of every kind relating to the Premises which may arise or come due during the term of this Lease shall be paid by Tenant.

§ 3.3. Taxes. As required under Arizona Revised Statutes §42-6206, the Tenant is hereby notified of its potential tax liability under the Government Property Lease Excise Tax provisions of Arizona Revised Statutes §42-6201, et seq. Tenant shall pay any such tax due, if any, in accordance with law. Landlord warrants and represents that it has complied with, and shall continue to comply with, all applicable requirements of Arizona Revised Statutes §42-6201, et seq. imposing obligations of “government lessor” and has fulfilled and/or will continue to fulfill all such obligations of a “government lessor” set forth therein. On the Effective Date, and annually thereafter, if necessary, Landlord shall apply for and diligently seek to obtain and maintain a property tax exemption for the Project.

ARTICLE 4 — ADDITIONAL PAYMENTS

§ 4.1. “Additional Payments” Defined. Tenant shall pay as Additional Payments during the Term, without notice (except as specifically provided) and without abatement, deduction or setoff (except as provided in Section 4.3), before any fine, penalty, interest, or cost may be added thereto, or become due or be imposed by operation of law for the nonpayment thereof, all sums, impositions, costs, expenses and other payments and all taxes (including personal property taxes and taxes on rents, leases or occupancy, if any levied against Tenant), assessments, special assessments, enhanced municipal services district assessments, water and sewer rents, rates and charges, charges for public utilities, excises, levies, licenses, and permit fees, and other governmental or quasi-governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever which, relating to the Term that may be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or with respect to, or become a lien on, the Premises or any part thereof, or any appurtenances thereto (all of which are sometimes herein referred to collectively as “Impositions” and individually as an “Imposition”) provided, however, that:

A. if, by law, any Imposition may at the option of the Tenant be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Tenant may exercise the option to pay the same (and any accrued interest on the unpaid balance of such Imposition) in installments and in such event, shall pay such installments as they become due during the Term before any fine, penalty, further interest or cost may be added thereto; and

B. any Imposition (including Impositions which have been converted into installment payments by Tenant, as referred to in paragraph (A) of this Section 4.1) relating to a fiscal period of the taxing authority, a part of which period is included within the Term and a part of which is included in the period of time after the expiration of the Term shall (whether or not such Imposition shall be assessed, levied, confirmed, imposed upon or become a lien upon the Premises, or shall become payable, during the Term) be adjusted between Landlord and Tenant as of the expiration of the Term, so that Tenant shall pay

that portion of such Imposition attributable to the Term and Landlord shall pay the remainder thereof.

§ 4.2. Payments. Tenant shall pay all Impositions directly to the taxing authority or authorities and simultaneously therewith provide Landlord written notice of the payment, unless such Impositions are payable to Landlord (i.e., they are payable to the City of Chandler or one of its departments in its capacity as the authority such Impositions are payable to).

§ 4.3. Contest. Tenant, if it shall so desire, may contest the validity or amount of any Imposition, in which event, Tenant may defer the payment thereof during the pendency of such contest to the extent permitted by and in accordance with applicable laws relating to the same. In such event, Tenant shall provide Landlord written notice of the protest and the outcome of same unless the Imposition in question is payable to Landlord (i.e., they are payable to the City of Chandler or one of its departments in its capacity as the authority such Imposition is payable to).

§ 4.4. Assessment Reduction. Tenant may, if it shall so desire, endeavor at any time to obtain a lowering of an Imposition or any other tax or assessment upon the Premises for the purpose of reducing the amount thereof to the extent permitted by and in accordance with applicable law relating to the same. Tenant shall be authorized to collect any refund payable as a result of any proceeding Tenant may institute for that purpose and any such refund shall be the property of Tenant to the extent to which it may be based on a payment made by Tenant. In such event, Tenant shall provide Landlord written notice of the reduction, unless such reduction relates to a tax or assessment payable to Landlord (i.e., to the City of Chandler or one of its departments in its capacity as the authority such tax or assessment is payable to).

ARTICLE 5 — INSURANCE

§ 5.1. Tenant Obligation to Insure. Tenant shall procure and maintain for the duration of this Lease, at Tenant's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Lease by the Tenant, its agents, subtenants, employees, contractors, licensees or invitees in accordance with the insurance requirements set forth in Exhibit B.

Landlord shall be named as an additional insured with respect to all Tenant insurance policies. All insurance required to be carried by Tenant shall be with an insurance company authorized to do business in the State of Arizona. If requested by Landlord, Tenant shall deliver to Landlord certificates of insurance evidencing the insurance required to be carried by Tenant under this Lease prior to commencement of the Term and upon renewals not less than thirty (30) days prior to the expiration of such coverage.

§ 5.2. Failure to Maintain Insurance. If Tenant fails or refuses to provide a copy of the renewal insurance certificates, together with evidence of payment of premiums therefor, or otherwise fails or refuses to procure or maintain insurance as required by this Lease, Landlord shall have the right, at Landlord's election, and without notice, to procure and maintain such insurance after providing Tenant with a written notice that it intends to do so and the passage of thirty (30) days' time from the delivery of such notice, unless Tenant produces the required certificates within such time period. The premiums paid by Landlord shall be due and payable from Tenant to Landlord, as an Additional Payment as defined above, on the first day of the month following the date on which the premiums were paid. Landlord shall give prompt notice of the payment of such premiums, stating the amounts paid and the names of the insurer(s) and insured(s). The lapse or cancellation of any policy of insurance required herein, in whole or in part for the benefit of Landlord, shall be an event of default, curable at any time by Tenant obtaining a new or renewed policy is issued which specifically provides the required coverage, and Tenant providing evidence of the same to Landlord, which policy will include coverage for any liability arising during the lapsed or previously uncovered period.

ARTICLE 6 — SURRENDER

§ 6.1. Surrender--Removable Property. Upon the expiration of the Term or on the sooner termination thereof, Tenant shall peaceably and quietly leave, surrender, and yield up to the Landlord all of the Premises and Improvements, removing all of Tenant's personal property from the same, and shall repair all damage to the Premises or Improvements caused by or resulting from the removal of any removable property of Tenant, if any, normal wear and tear excepted. Tenant shall not be required to remove any portion of the Improvements constituting real property or fixtures except as expressly set forth herein.

§ 6.2. Waste. Tenant shall not commit or suffer to be committed any material waste or impairment of the Premises (it being acknowledged that removal and demolition of any of the existing improvements on the Premises is expressly permitted).

§ 6.3. Title to Improvements. Upon the termination or expiration of this Lease, title to the Improvements shall automatically vest in Landlord without the requirement of any deed, conveyance, or bill of sale thereon. However, if Landlord or Tenant should reasonably require any such documents or instruments in confirmation thereof, Tenant and Landlord shall execute, acknowledge, and deliver the same.

§ 6.4. Soil and Buildings Tests. If Landlord reasonably believes that Tenant has violated any of the covenants in Article 30 of this Lease regarding compliance with Environmental Laws (as defined herein), then Landlord may require that Tenant, within the three (3) months immediately preceding the expiration of this Lease or within (2) two months of any earlier termination of the Lease, deliver to Landlord a soil and building conditions report prepared in compliance with then current ASTM standards by an

independent qualified engineer, licensed by the State of Arizona, stating that the Premises are free of any Regulated Substances (as they are hereinafter defined) or identified by either the United States Environmental Protection Agency or similar State agency as such that are in violation of Environmental Laws, other than those that are in full compliance with Environmental Laws and are an ordinary part of the construction and operation of the Improvements (such Regulated Substances are “Permitted Regulated Substances”). If any Regulated Substances are identified other than Permitted Regulated Substances, Tenant is fully personally liable for removing such Regulated Substances (if required by Environmental Laws) and leaving the Premises in compliance with Environmental Laws, except to the extent Landlord is responsible for such matters pursuant to Article 30.

§ 6.5. Failure to Correct Hazardous Conditions or Obtain Tests. Should Tenant fail to deliver to Landlord the report required by Section 6.4 (if any), Landlord may cause a report to be prepared to like effect and Tenant shall be liable to Landlord for one the actual costs of said report. Should the report provided by either Landlord or Tenant state that the Premises contains any present in Regulated Substances (other than Permitted Regulated Substances) , Tenant shall forthwith cause such condition to be fully corrected at Tenant’s expense, except to the extent such Regulated Substances constitute and Existing Environmental Condition (as defined in Article 30) or occurred as a result of any act or omission of Landlord, its employees, agents, businesses or contractors, or those for whom Landlord may be liable. Tenant shall be allowed access to the Premises following lease expiration or termination to the extent necessary to remove or otherwise correct any conditions required to be corrected under this Section 6.5, and shall conduct no gainful business activity whatsoever at said Premises.

§ 6.6. Survival of Provisions. The provisions of this Article 6 shall survive the expiration or any termination of this Lease.

ARTICLE 7 — LANDLORD’S PERFORMANCE FOR TENANT

§ 7.1. Cures--Rights, Costs, and Damages. If Tenant shall fail to pay any Imposition or make any other payment required to be made under this Lease or shall default in the performance of any other covenant, agreement, term, provision, limitation, or condition herein contained, Landlord, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default for the account and at the expense of Tenant, immediately and without notice. Bills for any expense required by Landlord in connection therewith, and bills for all such expenses and disbursements of every kind and nature whatsoever, including reasonable attorney’s or administrative fees, involved in collection or endeavoring to collect the Additional Payments or any part thereof, or enforcing or endeavoring to enforce any right against Tenant, under or in connection with this Lease, or pursuant to law, including (without being limited to) any such cost, expense, and disbursements involved in instituting and prosecuting summary proceedings, as well as bills for any property, material, labor, or services provided furnished, or rendered, or caused to be furnished or rendered, by

Landlord to Tenant, with respect to the Premises and other equipment and construction work done for the account of the Tenant together with interest at the rate of five percent (5%) per annum compounded monthly from the respective dates of the Landlord's making of each such payment or incurring of each such cost or expense, may be sent by Landlord to Tenant monthly, or immediately, at Landlord's option, and shall be due and payable in accordance with the terms of said bills and if not paid when due the amount thereof shall immediately become due and payable as Additional Payments.

ARTICLE 8 — USES AND MAINTENANCE

§ 8.1. Absence of Warranties. Tenant has leased the Premises after a full and complete examination thereof, as well as the title thereto and knowledge of its present uses. Tenant accepts the same in the condition or state in which they now are without any representation or warranty, express or implied in fact or by law, by Landlord and without recourse to Landlord, as to the title thereto, the nature, condition, or usability thereof or the use or uses to which the Premises or any part thereof may be put, except as expressly provided in Section 31.1. Landlord, in its capacity as landlord under this Lease, shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Premises or to provide any off-site improvements, such as utilities or paving, or other forms of access to the Premises, other than what may already exist on the Effective Date or may otherwise be expressly agreed to in writing by the Landlord, throughout the Term. Except as provided in Article 30 with respect to matter for which Landlord is responsible, Tenant hereby assumes the full and sole responsibility for the condition, construction, operation, repair, demolition, replacement, maintenance, and management of the Premises, including but not limited to the performance of all burdens running with the Land.

§ 8.2. Permitted Use. Tenant shall have the right to construct a 157 unit apartment complex and related improvements (collectively, and together with such other improvements to the Land made from time to time by Tenant under this Lease, the "Improvements") on the Premises and to use the Premises and the Improvements as an affordable housing project in accordance with Applicable Laws, the terms of this Lease and the CC&Rs for the duration of the Term. Landlord and Tenant acknowledge and agree that Tenant shall pay for all costs of constructing the Improvements.

At all times during the term of this Lease, (a) Tenant shall be deemed the sole owner of the Improvements and shall have the right to alter, add to, improve and modify the Improvements, (b) Tenant alone shall be entitled to all of the tax attributes of ownership including, without limitation, the right to claim depreciation or cost recovery deductions and the right to claim the low-income housing tax credit described in section 42 of the Internal Revenue Code of 1986, as amended, and (c) Tenant shall have the right to amortize capital costs to claim any other federal or state tax benefits attributable to the Improvements.

Regardless of the uses which would otherwise be allowed pursuant to the zoning classification or other ordinances which may be applicable to the Premises at any time during the Term, the use of the Premises shall be subject to the restrictions set forth in the Use Agreement (defined in Section 31.4 hereof).

The terms of this paragraph shall be referred to as the “Affordability Covenant.” Additionally, use of the Premises is hereby restricted to “Affordable Housing” (as hereinafter defined) and related uses and the Premises may not be used for any other purpose without the prior written consent of Landlord, which may be given or withheld at Landlord’s sole discretion. For the purposes of this Lease, “Affordable Housing” shall mean a minimum of sixty-two (62) residential units for households whose annual incomes at initial occupancy do not exceed sixty percent (60%) and up to ninety-four (94) residential units for households whose annual incomes at initial occupancy do not exceed one hundred twenty percent (120%) of the area median income, as determined by the United States Department of Housing and Urban Development and as may be amended from time to time.

City shall provide written notice of any alleged default under the Affordability Covenant to Tenant, each Investor Member and each Lienholder. If such breach remains uncured for a period of sixty (60) calendar days after notice thereof by City, then, unless Tenant, Investor Member or Lienholder has commenced a cure and is diligently pursuing the same, in which case the cure period shall be extended for as long as is reasonably necessary to effect a cure, City may resort to any court having jurisdiction of the subject matter for specific performance of this Affordability Covenant or for an injunction against any violation of this Lease. Notwithstanding anything to the contrary in this Lease, Landlord shall not be entitled to pursue a termination of the Lease as a remedy for any breach of the Affordability Covenant, and Landlord acknowledges and agrees that its sole remedy for a breach of the Affordability Covenant shall be to seek specific performance or an injunction against such violation. For the purpose of clarification, the restriction on Landlord’s remedies, hereunder do not apply to the Loans, as defined in those certain Loan Agreements between Landlord as “City” and Tenant as “Borrower”.

§ 8.3. Maintenance, Repairs. Subject to Section 14.1, Article 15, and except as provided in Article 30 with respect to matter for which Landlord is responsible, the Tenant will, at its sole cost and expense maintain the Premises and the Improvements in accordance with all applicable laws, including, applicable HUD housing quality standards, so that each is in a safe, decent and habitable condition, and make repairs, restorations, and replacements to the Improvements, including without limitation the landscaping; heating, ventilating, air conditioning, mechanical, electrical, elevator, underground utilities, and plumbing systems; structural roof, walls, and foundations; and the fixtures and appurtenances as and when needed to preserve them in good working order and condition. All such repairs, restorations, and replacements will be in consistent with sound ownership and management practices for owners of projects similar to the Project. Tenant shall further maintain and keep Tenant’s sidewalks, curbs, and landscaping in any adjacent public ROW

in good condition, ordinary wear and tear excepted, in accordance with City of Chandler standards for similar improvements and this Lease, whichever is more stringent.

ARTICLE 9 — COMPLIANCE

§ 9.1. Tenant Obligations. Tenant shall assume and perform any and all obligations under any covenants, easements and agreements affecting the title to the Premises and shall diligently comply, at its own expense during the Term, with all present and future laws, acts, rules, requirements, orders, directions, ordinances, and/or regulations, ordinary or extraordinary, foreseen or unforeseen, (collectively “Applicable Laws”), concerning the Premises or any part thereof, or the use thereof, or the streets adjacent thereto, of any federal, state, municipal, or other public department, bureau, officer, or authority, or other body having similar functions, or of any liability, fire, or other insurance company having policies outstanding with respect to the Premises, whether or not such laws, acts, rules, requirements, orders, directions, ordinances and/or regulations require the making of structural alterations or the use or application of portions of the Premises for compliance therewith or interfere with the use and enjoyment of the Premises; provided, however, that Tenant may, in good faith, contest the validity of any such law, act, rule, requirement, order, direction, ordinance and/or regulation and, pending the determination of such contest, may postpone compliance therewith, except that Tenant shall not so postpone compliance therewith, as to subject Landlord to the risk of any fine or penalty or prosecution for a crime or if compliance with any such law, act, rule, requirement, order, direction, ordinance and/or regulation has been reasonably deemed by Landlord to be immediately necessary to protect public health or safety.

§ 9.2. Certificate of Occupancy. Tenant shall obtain any certificate of occupancy or similar certificate or permit with respect to the Premises and Improvements which may at any time be required by any governmental agency having jurisdiction thereof, including any required by the City of Chandler, Arizona (such certificate or permit being a “Certificate of Occupancy”).

§ 9.3. Construction of Improvements; Management and Operation of Improvements. Tenant shall ensure that any Improvements are constructed in accordance with Applicable Laws and, following the issuance of a Certificate of Occupancy, shall ensure that the Premises are prudently managed and operated and kept in good repair, reasonable wear and tear excepted, as set forth in this Lease.

ARTICLE 10 — CONSTRUCTION AND OPERATION OF IMPROVEMENTS

§ 10.1. Project. Landlord and Tenant acknowledge that the initial Improvements to the Land are to be constructed as an affordable housing community consisting of 157 units and related improvements on the Land (the “Project”). Tenant will obtain any required approvals of the final plans and specifications for the Project by any and all

federal, state, municipal and other governmental authorities, offices and departments having jurisdiction in the matter and shall, upon request from Landlord, provide conformed copies of executed approvals (if any) to Landlord. Tenant may make such alterations or modifications to the Premises and Improvements as are permitted by Applicable Laws and otherwise in compliance with the terms of this Lease.

§ 10.2. Landlord Cooperation. Landlord will cooperate with Tenant in obtaining any approvals required by this Lease for the Project and will grant easements necessary for the development of the Project to any utility company or other parties on terms that are reasonably acceptable to Landlord.

ARTICLE 11 — IMPAIRMENT OF LANDLORD’S TITLE

§ 11.1. No Liens. Subject to the right of contest and appeal provided in this Lease, Tenant shall not create, or suffer to be created or to remain, and shall discharge any mechanic’s, laborer’s, or materialman’s lien which might be or become a lien, encumbrance, or charge upon the Premises or any part thereof or the income therefrom and Tenant will not suffer any other matter or thing arising out of Tenant’s use and occupancy of the Premises whereby the Fee Estate or any part thereof might be materially impaired.

The provisions of this Article 11 are not intended to limit any rights Tenant may have under Article 4 of this Lease or to prohibit the encumbrance of the Fee Estate by the Use Agreement (defined in Section 31.4 hereof), which is expressly permitted.

§ 11.2. Discharge. If any mechanic’s, laborer’s, or materialman’s lien shall at any time be filed against the Premises or any part thereof, Tenant, within thirty (30) days after notice of the filing thereof, shall cause such lien to be discharged of record or bonded over to the satisfaction of Landlord, by payment, deposit, bond, order of court of competent jurisdiction or otherwise (or shall commence and diligently pursue such actions as will achieve such result). Tenant shall notify Landlord in writing of its action to either satisfy or contest the lien and, if contested, of the matter’s status on a monthly basis until concluded.

§ 11.3. No Implied Consent. Nothing contained in this Lease shall be deemed or construed in any way as constituting Landlord’s express or implied authorization, consent or request to any contractor, subcontractor, laborer or materialman, architect, or consultant, for the construction or demolition of any improvement, the performance of any labor or services or the furnishing of any materials for any improvements, alterations to or repair of the Premises or any part thereof on behalf of Landlord.

§ 11.4. No Agency Intended. In connection herewith, the parties agree that Tenant is not the agent of Landlord for the construction, alteration or repair of any improvement which may be constructed upon the Premises, the same to be accomplished at the sole expense of Tenant.

ARTICLE 12 — INSPECTION

§ 12.1. Inspection and Entry. Landlord may enter upon the Premises, or any part thereof, for the purpose of ascertaining its condition or whether Tenant is observing and performing the obligations assumed by it under this Lease, all without hindrance or molestation from Tenant, provided that such entry does not interfere with Tenant's business operations or the operations of any assignee or subtenant and provided that Landlord shall give Tenant at least forty-eight (48) hours written notice prior to any inspection of any building interior.

This notice provision shall not be construed to prohibit or delay any entry by Landlord in an emergency or in its capacity as a municipality exercising its police power or in its criminal law enforcement capacity, nor to any entry authorized by any writ or warrant issued by any Court, nor to any entry authorized by any health or welfare statute, code, ordinance, rule or regulation.

ARTICLE 13 — INDEMNIFICATION

§ 13.1. Indemnification of Landlord.

A. Tenant shall indemnify and save Landlord and its elected and appointed officials, employees and agents (collectively, the "Indemnified Parties"), harmless from and against any and all liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses, including property damage, personal injury and wrongful death and further including, without limitation, architects' and attorneys' fees and disbursements, which may be imposed upon or incurred by or asserted against any Indemnified Party by reason of any of the following occurring during the Term unless caused by the active negligence of the Indemnified Party(ies) or a failure to act by the Indemnified Party(ies) when a duty to act is present or Landlord is responsible for such matters as provided in Article 30:

A. construction of Improvements or any other work or thing done in, on or about the Premises or any part thereof by Tenant or its agents;

B. any use, nonuse, possession, occupation, alteration, repair, condition, operation, maintenance or management of the Premises and Improvements or any nuisance made or suffered thereon or any failure by Tenant to keep the Premises or any part thereof, in a safe condition;

C. any acts of the Tenant or any subtenant or any of its or their respective agents, contractors, servants, employees, licensees or invitees;

D. any fire, accident, injury (including death) or damage to any person or property occurring in, on or about the Premises, Improvements or any part thereof;

E. any failure on the part of Tenant to pay any amounts due hereunder or to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease on its part to be performed or complied with and the exercise by Landlord of any remedy provided in this Lease with respect thereto;

F. any lien or claim which may be alleged to have arisen against or on the Premises or Improvements or any part thereof or any of the assets of, or funds appropriated to, Landlord or any liability which may be asserted against Landlord with respect thereto to the extent arising, in each case, out of the acts of Tenant, its contractors, or agents;

G. any failure on the part of Tenant to keep, observe, comply with and perform any of the terms, covenants, agreements, provisions, conditions or limitations contained in the subleases or other contracts and agreements affecting the Premises or improvements or any part thereof, on Tenant's part to be kept, observed or performed;

H. any transaction relating to or arising out of the execution of this Lease or other contracts and agreements affecting the Premises or improvements, the Improvements or any part thereof or any activities performed by any party, person or entity which are required by the terms of this Lease or such other contracts and agreements;

I. any tax, including any tax attributable to the execution, delivery or recording of this Lease, with respect to events occurring during the Term.

The provisions hereof shall survive the expiration or earlier termination of this Lease.

B. Tenant will hold all goods, materials, furniture, fixtures, equipment, machinery and other property whatsoever on the Premises at the sole risk of Tenant and save the Landlord and the other Indemnified Parties harmless from any loss or damage thereto by any cause whatsoever other than the negligence or willful conduct of Landlord, or any Indemnified Party(ies) .

C. The obligations of Tenant under this section shall not in any way be affected by the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part to be performed under insurance policies affecting the Premises.

D. If any claim, action or proceeding is made or brought against Landlord or any other Indemnified Party(ies), by reason of any event to which reference is made in this section, then, upon demand by Landlord, Tenant, at its sole cost and expense, shall resist or defend such claim, action or proceeding in the name of Landlord and the Indemnified Party(ies), if necessary, by the attorneys for Tenant's insurance carrier (if such claim, action or proceeding is covered by insurance), otherwise by such attorneys selected by

Tenant as Landlord shall approve, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Landlord may engage its own attorneys to defend it, and the other Indemnified Party(ies) or to assist in its defense at Landlord's sole expense. If, in Landlord's reasonable discretion, Tenant fails to timely and diligently to undertake such defense, then Landlord may engage its own attorneys to defend it, and Tenant shall pay on demand the reasonable fees and disbursements of such attorneys.

ARTICLE 14 — DAMAGE OR DESTRUCTION

§ 14.1. Tenant Repair and Restoration. If, at any time during the Term, the Premises or any part thereof shall be damaged or destroyed by fire or other occurrence of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, Tenant, at its sole cost and expense, but subject to the rights of any Lienholder, shall proceed with reasonable diligence to repair, alter, restore, replace, or rebuild the same (such work being "Restoration"), subject to delays beyond the control of Tenant (as applicable). Such Restoration, including temporary repairs for the protection of other property pending the completion of any thereof, are sometimes referred to in this Article as the "Work." Anything herein to the contrary notwithstanding, Tenant shall undertake temporary repairs and work necessary to protect the public and to protect the Premises from further damage. So long as either Restoration or Work is being diligently pursued by the Tenant, Landlord shall have no right to terminate this Lease, notwithstanding anything to the contrary herein. However, should Restoration after a casualty (a) be deemed infeasible by Tenant or (b) the proceeds of insurance available to Tenant are not sufficient to rebuild the Improvements, then Tenant shall have the option, exercisable by written notice to Landlord within one hundred eighty (180) days after the date of such casualty, to terminate this Lease upon which, Landlord shall have the option to require that either (1) in the case of either (a) or (b) above, demand that Tenant demolish the destroyed or damaged portion of the Improvements at Tenant's expense and return the Premises and remaining Improvements to Landlord in useable condition in accordance with the terms of this Lease or (2) demand that Tenant assign to Landlord, subject to the prior rights of any Lienholder(s), including, without limitation, the right of the first priority Lienholder to receive any insurance proceeds to which Tenant is entitled, its right to any insurance proceeds so that Landlord may demolish the destroyed or damaged portion of the Improvements for the payment of such costs (but only up to the reasonable amount of such costs). Landlord shall not be otherwise entitled to any insurance proceeds relating to the Improvements. The parties acknowledge and agree that the terms and conditions of the loan documents of the senior most Lienholder shall control as it pertains to use of insurance proceeds and unless the senior most Lienholder has been fully repaid its debt with the proceeds of insurance.

§ 14.2. Failure to Commence Repairs. If Tenant intends to restore the Improvements and if the Work shall not have been commenced within one (1) year after the date of the damage or destruction, or if such Work after commencement shall not proceed expeditiously or is not completed within twenty four (24) months after

commencement of construction, Landlord may terminate this Lease pursuant to Article 18, but subject to all terms and conditions provided in this Lease requiring Lienholder consent to such termination, including, but not limited to, those in Section 17.7. Tenant may make a request in writing to the landlord for additional time to commence or complete the Work, with the Landlord's approval of the requested extension not to be unreasonably delayed, conditioned, or withheld.

§ 14.3. Cure by Lender. If, within forty five (45) days from receipt by Lienholders of Landlord's notice of any default of Tenant under Section 14.2, any Lienholder, either itself or through a receiver, begins a proceeding to take possession or control of the Premises and thereafter begins or continues the Work, and if, with respect to any default by Tenant under this Lease, the right of Landlord to terminate this Lease shall not have accrued, then the Depositary shall pay over to the Lienholder entitled to the same, as determined by Section 17.7.F of this Lease or pursuant to any separate agreement among Lienholders, or to the receiver, as the case may be, the proceeds of insurance pursuant to Section 14.2.

§ 14.4. Lease Obligations Continue. In no event shall Tenant be entitled to any abatement, allowance, reduction, or suspension of its obligations hereunder because part or all of the Premises shall be untenable owing to the partial or total destruction thereof. No such damage or destruction shall affect in any way the obligation of Tenant to pay the Additional Payments and other charges herein reserved or required to be paid, nor release Tenant of or from obligations imposed upon Tenant hereunder.

ARTICLE 15 — CONDEMNATION

§ 15.1. Takings.

A. If all or any part of the Premises, the Improvements or any right appurtenant thereto is taken, or there is a change in grade of road or other property abutting the Premises or the Improvements that adversely affects the use of the Premises or the Improvements, by any condemning authority (a "Condemning Authority") (a) in the exercise of any right of eminent domain or condemnation by proceedings or otherwise, or (b) by agreement between Landlord, Tenant, all Lienholders, and/or the Condemning Authority (any such taking or other action, a "Taking"), Landlord, Tenant, and all Lienholders shall have the right to participate in any such Taking for the purpose of protecting their respective interests hereunder, including, without limitation, all negotiations regarding any Taking Award (defined below). If Landlord or Tenant becomes aware of any actual, contemplated or threatened Taking, it shall promptly notify the other party. Landlord shall not settle or compromise any Taking Award without the prior consent of Tenant and all Lienholders. Each party participating in the proceedings shall pay its own expenses. The "Taking Date" shall be the date on which the earlier of the following occurs with respect to any Taking: (I) final entry into possession by the Condemning Authority; (ii) entry of a final order of a

court of competent jurisdiction awarding possession to the Condemning Authority; or (iii) delivery of an instrument of conveyance to the Condemning Authority.

B. If there is a Taking of all or substantially all of the Premises or the Improvements other than as provided in with respect to temporary Takings below, this Lease shall terminate and expire on the Taking Date. Such termination shall be without prejudice to the rights of either Landlord or Tenant to recover just and adequate compensation from the Condemnation Authority on account of such Taking. For the purpose of this Lease, “substantially all of the Premises or the Improvements” shall be deemed to have been taken if, in Tenant's reasonable determination made with the prior written approval of Lienholders, that any and all remaining portions of the Premises or the Improvements not taken are insufficient for the economic and feasible use and operation of the Project by Tenant, including, without limitation, because (a) the cost of restoration of portions not taken materially exceeds the Tenant Taking Award; (b) access to, parking facilities benefiting, or any material service(s) necessary or appropriate for economic operation of the Project have been materially impaired; or (c) the Project cannot reasonably be operated substantially as it was operated before the Taking within twelve (12) months after the Taking Date. Notwithstanding any other provision hereof, the termination of the Lease under this Section 15.1 shall in all events be subject to the prior written consent of all Lienholders.

C. If this Lease terminates as a result of such a Taking, any award(s) paid or payable (whether or not in a separate award) to either party or any Lienholders because of or as compensation for any Taking, including (a) any award made for the Premises, any Improvements and any other real property and improvements that are the subject of the Taking, (b) the full amount paid or payable by the Condemnation Authority for the estate that is the subject of the Taking, as determined in the Condemnation Proceedings, (c) any interest on such award, and (d) any other sums payable on account of such Taking (collectively, the “Taking Award”), shall be allocated as follows:

a. To Tenant, subject to the rights of all Lienholders (if any), that portion of the Taking Award equal to the Market Value of the Leasehold Estate at the date of the Taking;

b. then, to Landlord, that portion of the Taking Award equal to the Market Value of the Fee Estate at the date of the Taking, if any; and

c. then, after deduction of the foregoing amounts, to Tenant, subject to the rights of Lienholders (if any), the balance of the Taking Award, if any.

D. As used in this Lease, “Tenant Taking Award” means the portion of the total Taking Award allocated to Tenant pursuant to this Section 15.1. Any Tenant Taking Award shall be paid to and held by Depositary for Disbursement as provided in this Lease. As used in this Lease, “Market Value” of the Fee Estate or the Leasehold Estate means, as

of any date of determination, the present fair market value of such estate or interest (including the fair market value of the rights of the holder of such estate in and to the Improvements or any other improvements, and, in the case of the value of the Leasehold Estate, including the fair market value with respect to the Improvements and the value of the Leasehold Estate as part of the Market Value of the Leasehold Estate) as of such date, considered: (I) as if no casualty or Taking had occurred, (ii) without adjusting for any expectation of any casualty or Taking, (iii) as if all or such portion of the Leasehold Estate had not been terminated, (iv) taking into account the benefits and burdens of this Lease, the remaining Term, all Encumbrances and all other matters affecting such estate or interest and its valuation, and (v) discounting to present value all the obligations and benefits associated with such estate or interest. The Market Value shall be determined as if the Term were to continue until the end of the scheduled Term. Market Value shall be determined independently of, and without regard to any valuation established in connection with, a casualty or Taking. Any such notice shall not be effective without the consent of Tenant and Lienholders. Subject to the consent of all Lienholders, in the event Landlord and Tenant are unable to reach agreement on the allocation of the Taking Award pursuant to this Section 15, after first taking into consideration any prior allocation of a Taking Award, Landlord and Tenant shall request that the Condemning Authority, if not prohibited by law, make separate Taking Awards to Landlord and Tenant in accordance with the allocation provided for in this Section 15. In addition to the factors specified above in this Section 15, such allocation shall take into account any existing appraisals used to determine or to contest the amount of the Taking Award and any other available relevant information and analysis. This Section 15 shall be construed as superseding any applicable laws now in force or hereafter enacted concerning Takings to the extent permitted thereby.

E. If any Taking shall be of less than substantially all of the Premises or Improvements other than on a temporary basis, this Lease shall terminate with respect to the portion or portions of the Premises or Improvements so taken and remain in full force and effect with respect to the portion or portions of the Premises or Improvements remaining after such Taking, except that Tenant shall, promptly after the Taking Date and at its expense, commence and diligently complete (subject to the availability of the Tenant Taking Award) Restoration using commercially reasonable efforts in order to either restore any Improvements altered or damaged by such partial Taking to a complete architectural unit, or demolish any such damaged or altered Improvements. Subject to satisfaction of any applicable disbursement conditions required by a Lienholder, or the rights of a Lienholder to apply the Tenant Taking Award to the obligations owed to such Lienholder. Tenant shall be entitled to so much of the Tenant Taking Award as may be necessary to reimburse Tenant for the cost of such Restoration and the Tenant Taking Award shall be deposited, held and disbursed periodically to Tenant, subject to the rights of Lienholders, as provided in the case of insurance proceeds. Any Tenant Taking Award remaining after Tenant's completion of Restoration shall be paid to Tenant, subject to the rights of Lienholders (if any).

§ 15.2. Relocation Benefits. Tenant is not waiving any of its rights to any federal, state or local relocation benefits or assistance provided in connection with any condemnation or prospective condemnation action.

§ 15.3. Temporary Taking. If there is a Taking of all or a part of the Premises or Improvements for a temporary period, this Lease shall continue in full force and effect without change as between Landlord and Tenant and Tenant, subject to the rights of Lienholders, shall be entitled to the entire Taking Award made for such use.

§ 15.4. Taking of Certain Landlord Interests. In the event of the Taking of an easement or any other taking which shall be of an interest or estate in the Land less than a fee simple (other than a Taking for temporary use mentioned in Section 15.3), as a result of which the Premises shall be insufficient for the use and operation thereof by Tenant for the purposes contemplated by this Lease, as reasonably determined by Tenant and Landlord with the prior written consent of each Lienholder, this Lease shall terminate and expire with the same force and effect as in the case of a Taking pursuant to Section 15.1 hereof. Otherwise, such Taking shall be deemed insufficient to terminate this Lease, and the division of the award shall be governed by Sections Section 15.1.C and Section 15.1.E hereof. For purposes of this Section, any change of grade of a roadway on which the Premises relies, to the extent that such change impairs Tenant's use of the Premises and requires Tenant to make changes to the Premises to restore such use, shall be deemed a partial Taking subject to Section 15.1.E, and any recovery as a result of the same shall be paid to Tenant to the extent provided in Section 15.1.E for restoration costs. Any Tenant Taking Award remaining after Tenant's completion of the Restoration shall be paid to Tenant, subject to the rights of the Lienholder(s) (if any).

ARTICLE 16 — INTENTIONALLY OMITTED

ARTICLE 17 — ASSIGNMENT, SUBLETTING, MORTGAGE

§ 17.1. Transfers by Tenant. Tenant may effect a transfer, conveyance, assignment, sublease or other pledge, encumbrance or disposal of all or a portion of its interest in this Lease with the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed (a “Transfer”), and provided that no Transfer shall be binding upon Landlord unless such assignee or purchaser shall deliver to the Landlord a recordable instrument which contains a covenant of assumption by said assignee or purchaser to such effect. Upon recordation of the assumption instrument, the prior Tenant shall be released from liabilities and obligations under this Lease accruing thereafter, and the assignee shall be and become and remain liable for the payment of all rents and other sums payable hereunder and for the due performance of all the covenants, agreements, terms and provisions hereof on Tenant’s part to be performed throughout the remainder of the Term. The provisions hereof shall be operative for and apply to each subsequent assignment. Notwithstanding the foregoing, the following shall not be deemed “Transfers” under this Lease, and shall be permitted without Landlord approval: (i) any

Transfer to an affiliate of Tenant; (ii) any Transfer to a Lienholder as security for financing; (iii) any Transfer to a Lienholder in foreclosure or by an assignment in lieu of foreclosure, and thereafter, any Transfer by the initial transferee in foreclosure or by assignment in lieu of foreclosure; (iv) any transfers or assignments of membership interests in Tenant; (v) any transfers pursuant to a purchase option or right of first refusal contemplated in the Tenant's operating agreement, and (vi) subleases of residential units at the Project.

§ 17.2. Intentionally Deleted.

§ 17.3. Obligations of Assignee. If this Lease is assigned in whole or in part, whether or not in violation of the provisions hereof, Landlord may and hereby is empowered to collect all amounts due hereunder from the assignee. In such event, Landlord may apply the net amount received by it to Additional Payments, and no such collection shall be deemed a waiver of the covenant herein against assignment, or an acceptance of the assignee or subtenant as a Tenant under this Lease, or a release of Tenant from the further performance of the covenants herein contained on the part of Tenant.

§ 17.4. Rights of Lenders. Landlord is aware that Tenant will obtain financing or refinancing for acquisition, development and/or construction of the Project and/or the Improvements to be constructed on the Premises, in whole or in part, from time to time, by one or more persons and that Tenant may obtain financing or refinancing for the Improvements from time to time, by one or more persons (individually any persons providing financing to Tenant is referred to as a "Lender", and collectively the "Lenders"), which financing will be secured by the Tenant's rights and interests in this Lease. Tenant's encumbrance of its leasehold interest shall not result in an encumbrance to Landlord's fee estate in the Premises. . If Landlord provides any notices to Tenant (other than periodic billing notices) or if there is an Event of Default under this Lease, Landlord shall provide such notice or notice of such Event of Default, at the same time notice is provided to Tenant, to all Lenders who are parties to a Recognition Agreement (defined in Section 17.7.G.) or who are designated by Tenant in a written notice to Landlord as being entitled to be deemed a Lender hereunder. Lenders will have the rights to cure Tenant defaults provided for in this Lease as set forth in in a Recognition Agreement by Landlord, Lender, and Borrower.

§ 17.5. Landlord's Lien Waiver. , Landlord agrees to execute a form of landlord's lien waiver with respect to Tenant's financing of any property located on the Premises, subject to Landlord's review and approval of any such landlord's lien waiver form confirming the same.

§ 17.6. Fee Financing. During the Term, Landlord shall not mortgage or otherwise encumber its fee simple interest in the Premises (the "Fee Estate"). Furthermore, Landlord shall not convey the Fee Estate to any other party without the prior written notice to the Tenant and Lenders. Notwithstanding anything to the contrary in this Lease, so long as the Lease is in effect, it is expressly understood and agreed that Tenant, Investor

Members and the Lienholders are intended third party beneficiaries of this Section 17.6 of this Lease and are entitled to enforce the same against Landlord by any means available at law or in equity subject to the limitation on remedies set forth in Section 19.2 of this Lease. As a condition to the performance of Tenant's obligations under this Lease, Landlord shall cause any existing mortgage or other encumbrance on the Fee Estate which is not listed on Exhibit C attached hereto to be subordinated to the Leasehold Estate in writing on terms satisfactory to Tenant, Investor Members and any Lienholder(s). Tenant agrees that the encumbrances of the Fee Estate listed on Exhibit C are permitted as of the Effective Date. Nothing in this Section 17.6 is intended to prohibit the encumbrance of the Fee Estate by the Use Agreement (defined in Section 31.4 hereof), which is expressly permitted.

§ 17.7. Encumbrance of Lease by Tenant. Landlord further acknowledges that the Lenders may require Tenant to execute and deliver various documents that will need to be recorded against Tenant's Leasehold Estate including, without limitation, land use restriction agreements, mortgages and deeds of trust (the "Encumbrances"), but in no event shall such Encumbrances encumber Landlord's Fee Estate, other than the encumbrance of the Fee Estate by the Use Agreement (defined in Section 31.4 hereof), which is expressly permitted. Tenant may encumber its Leasehold Interest created by this Lease only with the prior consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed, and provided that any such Encumbrance shall not attach to or affect the Landlord's Fee Estate. In every case in which Tenant places a mortgage or deed of trust upon its Leasehold Estate, Tenant shall provide Landlord with copies of the recorded mortgage or deed of trust and the names and addresses of the mortgagees or beneficiaries thereof (any Lender identified in such a mortgage or deed of trust being a "Lienholder").

A. Lienholder Protections. Notwithstanding anything in this Lease to the contrary, during the term of the Lease or of any mortgage or deed of trust granted by Tenant to a Lienholder in accordance with this Section 17.7, the following provisions shall prevail:

1. Notwithstanding anything to the contrary in this Lease, Tenant and Landlord shall not modify, amend, cancel, or terminate this Lease, for any reason other than an uncured breach by Tenant for which notice and an opportunity to cure has been provided in accordance with the terms of the Lease;

2. Landlord shall not accept a voluntary surrender of this Lease by Tenant (including, without limitation, a termination under Section 365(h)(A)(i) of Chapter 11 of the U.S. Bankruptcy Code), without the prior written consent of each Lienholder, unless the Tenant's Leasehold Interest has been assigned or assumed by a Lienholder pursuant to a New Lease (defined herein) as a result of such surrender;

3. Notwithstanding anything in this Lease to the contrary, in the event of a partial condemnation or casualty, Tenant shall be permitted to rebuild if the first priority Lienholder consents to the distribution of any insurance proceeds or condemnation award for such purpose. This Lease may not be terminated in the event of a partial

condemnation or casualty, provided Tenant elects to rebuild. If Tenant or any Lienholder declines to rebuild, Tenant will demolish the destroyed or damaged portions of the Improvements at its expense and return the Premises to Landlord in useable condition in accordance with the terms of this Lease, and Landlord may terminate this Lease upon written notice given to Tenant and Lienholders as required by this Lease, but subject to the requirement that it obtain all required consents from Lienholders and Investor Members. Any condemnation award to which Tenant is entitled under this Lease and all insurance proceeds to which Tenant is entitled under this Lease, shall be paid to the first priority Lienholder and disbursed only in accordance with such Lienholder's applicable loan documents; and

4. So long as any Lienholder's mortgage or deed of trust is outstanding, unless such Lienholder shall otherwise expressly consent in writing, the Fee Estate and Leasehold Estate shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said Fee Estate and Leasehold Estate by any single owner.

B. Lender's Liability. No Lender or Lienholder shall be or become liable to Landlord as an assignee of this Lease or otherwise unless it expressly assumes by written instrument executed by Landlord and Lienholder such liability; provided, however, that an assumption upon a foreclosure or other appropriate proceedings in the nature thereof or as the result of any other action or remedy provided for by such leasehold mortgage or other instrument or from a conveyance from Tenant pursuant to which the purchaser at foreclosure or grantee shall acquire the rights and interest of Tenant under the terms of this Lease. Additionally, should Lender or Lienholder move to appoint a receiver and such receiver is appointed, the Lender or Lienholder shall become liable to Landlord for all requirements under the Lease notwithstanding the absence of a written instrument assuming same and executed by the Landlord or Lienholder.

C. Notice of Default to Lienholders. If an Event of Default has occurred under this Lease and has not been cured as provided in this Lease, Landlord agrees to give written notice of such default to each Lienholder under any such mortgage or deed of trust, whose name and address shall be furnished to Landlord by Tenant in accordance with Section 17.7. Landlord acknowledges that each Lender listed on Schedule 17.7.C (if any) is a Lienholder entitled to notices relating to Events of Default under this Lease. Landlord shall not terminate this Lease, re-enter the Premises, or exercise any other remedy available at law which would affect Tenant's rights under this Lease if any Lienholder has cured said default within the following time periods: (i) for monetary defaults, within the time allowed Tenant for same hereunder or within sixty (60) days after receipt of said notice of default by said Lienholder, whichever is greater, and (ii) for non-monetary defaults, within the time allowed Tenant for same hereunder or within sixty (60) days after receipt of said notice of default by said Lienholder, whichever is greater, provided, however, that, if a Lienholder has commenced the cure of such default but has determined that it will not be

able to complete such cure within such sixty (60) day period, Lienholder shall notify Landlord in writing of the need for additional time together with a proposed additional time period within which to complete the cure, with such additional time period to be approved by Landlord, with such approval to not be unreasonably delayed, conditioned, or withheld (the "Lienholder's Cure Period"). Thereafter, the Lienholder will diligently and continuously pursue the cure. The Lienholder will notify Landlord when the cure has been completed, and Landlord will approve the completed cure, with such approval to not be unreasonably delayed, conditioned, or withheld. Landlord acknowledges that each Lienholder is relying on the Tenant's Leasehold Estate as collateral and Landlord agrees to give any Lienholder the opportunity to cure such default and realize on its interest in such collateral before any termination of this Lease or exercise of any other remedies due to a default by Tenant. In furtherance of the foregoing, Landlord agrees that it will not terminate this Lease, exercise any remedies or cause or accept a surrender of the Tenant's Leasehold Estate under this Lease due to the occurrence of a Tenant default so long as a Lienholder commences the foreclosure of its leasehold mortgage, deed of trust or other Encumbrance during the ninety (90) day period after the expiration of the Lienholder's Cure Period (for purposes of such requirement the filing of a complaint to judicially foreclose or the publishing of the first required notice for foreclosure by advertisement, shall be deemed commenced) and completes such foreclosure with reasonable diligence (the time for completion by Lienholder being continued so long as Lienholder is enjoined or stayed by law or court order or otherwise delayed by an unavoidable delay and thereafter so long as Lienholder proceeds to completion with reasonable diligence), provided that Lienholder pays, upon Landlord's written demand, all delinquent Rent and other sums then due and owing under this Lease, and continues to pay all Rent and other sums due and owing and performs all other obligations of Tenant which can reasonably be performed without possession of the Premises and Improvements or appointment of a receiver and are not personal to Tenant arising through the date of foreclosure. Such foreclosure proceedings may be commenced by Lienholder without the consent of Landlord. Furthermore, Lienholder shall have the right to assign or transfer the leasehold interest to a purchaser at or subsequent to a foreclosure sale with any assignment or transfer being subject to the terms and conditions of this Lease. Notwithstanding anything to the contrary contained herein, in no event shall any Lienholder have an obligation to cure any Event of Default that is incapable of being cured by the Lienholder.

D. New Lease. In the event Tenant fails to cure any such default and Landlord proposes to declare the Term ended by reason of such default, Landlord, simultaneously with the sending of the notice of termination, shall send to each Lienholder an offer to enter into a new lease with said Lienholders (the "New Lease") on the same terms and conditions as this Lease (including all obligations relating to the use of the Premises in accordance with CC&Rs and the other provisions of this Lease), except that the "Tenant" under such New Lease shall be the first priority Lienholder (as determined pursuant to Section 17.7 F below) or its designee, the commencement date shall be the first day of the first calendar month following the date said Lienholder mails the New Lease to Landlord, and the

termination date shall be the termination date of this Lease and the Premises shall include all Improvements notwithstanding any transfer of title to Landlord. The offer may be accepted by mailing within ninety (90) days of the sending of said offer two (2) duly executed originals of each New Lease to Landlord together with the payment of or evidence of the payment of all sums due and unpaid under this Lease as of the date of the notice referred to in this Section 19 up to the commencement date of said New Lease. Upon receipt of said New Lease and said payment or evidence of said payment, Landlord shall immediately execute both originals of said New Lease and return one (1) fully executed copy thereof to the tenant under the New Lease. Upon the commencement date of said New Lease, this Lease shall terminate and be of no further force and effect. If the first priority Lienholder or its designee does not return the New Lease to Landlord within ninety (90) days of the sending by Landlord, Landlord may proceed with terminating this Lease by sending a final notice of termination to Tenant and any Lienholders of record. The terms of this provision shall survive any termination of the Lease and the Lienholders shall be third party beneficiaries hereof.

E. **Attornment.** Landlord further agrees that, should a Lienholder or its designee acquire Tenant's interest in the Leasehold Estate through a foreclosure of such mortgage or deed of trust or any transfer in lieu thereof, said Lienholder or its designee shall have the right to attorn to Landlord, provided said Lienholder or its designee cures all defaults of Tenant under this Lease existing at the time of such attornment, which are within the power of said Lienholder or its designee to cure, and Landlord will accept such attornment, and said Lienholder or its designee and Landlord shall have the same rights and obligations toward one another which they would have had had this Lease been entered into with Landlord, as Landlord, and said Lienholder or its designee, as Tenant. Notwithstanding the foregoing, no Lienholder shall be responsible for any indemnification obligations arising from acts or omissions of Tenant prior to the time such Lienholder succeeded to possession and control of the Premises. If a Lienholder, or its affiliate, becomes the holder of the Tenant's Leasehold Estate and succeeds to the Tenant's interest in this Lease via foreclosure or a deed in lieu of foreclosure, it may subsequently assign such holder's interest in this Lease to any unaffiliated entity without Landlord's consent, but subsequent transfers of Tenant's Leasehold Estate shall require Landlord's consent as set forth in this Lease.

F. **Priority of Lienholders.** If more than one (1) Lienholder desires to exercise any rights or remedies afforded to Lienholders under this Lease, then the party against whom such right or remedy is to be exercised shall be required to recognize either: (i) only the Lienholder that desires to exercise such right or remedy and whose Encumbrance is most senior (as against other Encumbrances); or (ii) such other Lienholder as all Lienholders have designated in writing to exercise such right or remedy. Priority of Encumbrances shall be conclusively evidenced by (in order of precedence of application): (a) written agreement (or joint written instructions) by all Lienholders; or in the absence of such a written agreement or instructions (b) a report or certificate of a title insurance

company licensed to do business in the State in which case the first recorded Encumbrance shall be deemed as most senior for purposes of this paragraph. Neither Tenant nor Landlord shall be obligated to determine the relative priorities of any Lienholder other than by obtaining the title report or certificate described in the preceding sentence. For any right or remedy under an Encumbrance that by its nature or under this Lease can be exercised by only one Lienholder (such as the right to a New Lease), pending the determination of priority, any time period that applies to a Lienholder's exercise of such right or remedy shall be tolled, but not more than ninety (90) days.

G. **Lienholder Protection Documents.** On the request of any Lienholder, Landlord agrees to promptly execute and deliver to Tenant and such Lienholder, an amendment to this Lease or any New Lease or Lienholder's customary form of consent, estoppel and non-disturbance and attornment agreement or similar document (a "Recognition Agreement"), provided that no such amendment or Recognition Agreement shall modify the Rent or the Term or otherwise materially and adversely affect Landlord's rights, increase Landlord's obligations, or materially decrease Tenant's obligations under this Lease. Notwithstanding the foregoing, to the extent any action requested herein requires the consent of HUD prior to Landlord action, Lienholder shall, at Tenant's expense, work with Landlord and Tenant to secure the required HUD approval.

§ 17.8. Estoppel Certificate to Lienholders or Investor Members. At any time within ten (10) business days after written notice of request by Lienholder, or any Investor Member to Landlord, Landlord shall execute, acknowledge and deliver to Lienholder or Investor Members, as applicable a certificate that shall: (i) confirm that Landlord consents to the mortgage loan; (ii) identify the terms of this Lease; (iii) identify all documents evidencing this Lease; (iv) certify that there have been no unapproved changes in the Lease; (v) confirm that this Lease is in full force and effect; (vi) confirm that there are no known defaults, and no defaults pending under the terms of this Lease (and no conditions existing which but for the passage of time or the giving of notice would result in a default under this Lease); (vii) confirm the date through which rent has been paid; and (viii) contain such other provisions as may be reasonably necessary to satisfy any requirement that is not already contained in this Lease.

ARTICLE 18 — DEFAULT BY TENANT

§ 18.1. Events of Default. The happening of any one of the following events (herein called an "Event of Default") shall be considered a material breach and default by Tenant under this Lease:

A. ***Monetary Default.*** If default shall be made in the due and punctual payment of Base Rent or any Additional Payments and such default continues for thirty (30) days after written notice thereof to Tenant; or

B. ***Non-Monetary Default.*** If default shall be made by Tenant in the performance of or compliance with any of the covenants, agreements, terms, limitations, or conditions hereof other than those referred to in the foregoing subsection (A), and such default shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant (provided, that if Tenant proceeds with due diligence during such thirty (30) day period to substantially cure such default and is unable by reason of the nature of the work involved, to cure the same within the required thirty (30) days, Tenant's time to do so shall be extended by the time reasonably necessary to cure the same as reasonably determined by Landlord); or

C. ***Bankruptcy, Voluntary.*** If Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall take the benefit of any relevant legislation that may be in force for bankrupt or insolvent debtors or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state, or other statute, law or regulation, or if Tenant shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties, or shall make any general assignment for the benefit of creditors; or

D. ***Bankruptcy, Involuntary.*** If a petition shall be filed against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state, or other statute, law or regulation, and shall remain undismissed or unstayed for ninety (90) days, or if any trustee, receiver or liquidator of Tenant, or of all or substantial part of its properties, shall be appointed without the consent or acquiescence of Tenant and such appointment shall remain unvacated and unstayed for ninety (90) days.

E. ***Sale or Transfer.*** The Tenant makes any Transfer in violation of this Lease; or

F. ***Failure to Perform.*** The Tenant fails to perform any of its material obligations set forth in the CC&Rs and such failure extends beyond all applicable notice and cure periods (including those provided in the CC&Rs and this Lease).

§ 18.2. Standstill. Subject to the terms in this Lease, , during the fifteen (15) year tax credit compliance period for the Project (as defined in Section 42 of the Internal Revenue Code of 1986, as amended), , Landlord, shall have no right to terminate this Lease.

§ 18.3. Tenant Liability. Expiration or termination of this Lease shall relieve Tenant of its liabilities or obligations under this Lease from and after the date of expiration or termination with the exception of those liabilities which by the express terms of this Lease survive any such expiration or termination.

§ 18.4. Intentionally Omitted.

§ 18.5. No Implied Waiver. Any failure by Landlord to insist upon the strict performance of any covenant, agreement, term or condition hereof or to exercise any right or remedy consequent upon a breach hereof, and no acceptance of any payments from Tenant during the continuance of any such breach, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No covenant, agreement, term or condition hereof to be performed or complied with by Landlord or Tenant, and no breach thereof, shall be waived, altered or modified, except by a written instrument executed by the party to be charged therewith. No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term, limitation and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach hereof.

§ 18.6. Remedies Cumulative. In the event of any breach by Tenant of any of the covenants, agreements, terms or conditions hereof, Landlord, in addition to any and all other rights, shall be entitled to enjoin such breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise for such breach. In the event of Tenant's failure to pay Base Rent or Additional Payments on the date when due, Tenant shall pay Landlord interest on any such overdue payments and associated late charges at the rate of two percent (2%) per month, but in no event an amount greater than permitted by law, but this shall in no way limit any claim for damages for Landlord for any breach or default by Tenant.

§ 18.7. Late Charge. In the event that any payment required to be made by Tenant to Landlord under the terms of this Lease is not received within ten (10) days after written notice of delinquency, a late charge shall become immediately due and payable as an Additional Payment in an amount equal to two and one-half percent (2.5%) of the late payment.

§ 18.8. Specific Performance. If a default is not commenced to be cured within thirty (30) calendar days after service of the notice of default and is not cured promptly in a continuous and diligent manner within a reasonable period of time after commencement, Landlord may, at its option, thereafter (but not before) commence an action for specific performance of the terms of this Lease pertaining to such default.

§ 18.9. Investor Member & Lienholder Protections. Notwithstanding any provision herein, Investor Member and any Lienholder (together, the "Curing Parties" and individually a "Curing Party") shall have the right to cure any Event of Default (including non-monetary defaults that are capable of being cured), and Landlord shall accept any cure made by any such Curing Party as though the same had been done or performed by Tenant (i.e. all monetary defaults can be cured by the payment of money to the Landlord). In no event, however, shall the Curing Parties have any obligation to perform any obligations of Tenant or to cure any default under this Lease. Subject to the Affordability Covenant remedies, Landlord agrees that it will take no action under this Lease, at law or in equity, by reason of an Event of Default without first giving written notice to each of the Curing

Parties, and then only if Tenant or the Curing Parties fail to cure such Event of Default within, at minimum, sixty (60) days after receiving written notice, not to exceed one hundred twenty (120) days. In no events shall the cure period provided to the Curing Parties be shorter than the cure period provided to Tenant hereunder. The provisions of this Section 18.9 are in addition to and not in limitation of any provisions in any Recognition Agreement.

ARTICLE 19 — DEFAULT BY LANDLORD

§ 19.1. Limitations of Landlord's Liability. The term “Landlord,” as used herein, so far as Landlord's covenants and agreements hereunder are concerned, shall be limited to mean and include only the owner or owners of the fee title to the Premises or those having the right of immediate possession in a pending condemnation action at the time in question.

§ 19.2. Tenant Remedies for Landlord Breach. In the event of any breach by Landlord of any of the covenants, agreements, terms, or conditions hereof, Tenant may seek any right or remedy allowed at law or in equity or by statute or otherwise (except as provided herein) for such breach, including, but not limited to seeking specific performance or an injunction, all of which shall be construed and held to be cumulative and non-exclusive; provided, however, Tenant shall not seek, and hereby waives any right to, any indirect or consequential damages from Landlord, including, but not limited to, loss of profits, loss of sub-rents, loss of any other revenue, loss of business opportunity, loss of good will, loss due to business interference, or punitive damages. Tenant further agrees that its recourse for any damages shall be limited to collection from the Premises and not from any other assets of Landlord. The foregoing shall not be deemed to limit Tenant's right to recover damages for the loss of any tax credits, including without limitation low-income housing tax credits under Section 42 of the Internal Revenue Code of 1986, as amended.

ARTICLE 20 — UNENFORCEABLE TERMS

§ 20.1. Severability. Landlord and Tenant each believe that the execution, delivery and performance of this Lease are in compliance with all Applicable Laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring the Landlord to do any act in violation of any applicable law, including any constitutional provision, law, regulation, County or City Code or Charter, as applicable), such provision shall be deemed severed from this Lease and this Lease shall otherwise remain in full force and effect; provided that this Lease shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the parties as if such severance and reformation were not required. Unless prohibited by Applicable Laws, the parties further shall perform all acts and execute, acknowledge and/or deliver all

amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Lease, as reformed.

ARTICLE 21 — NOTICES

§ 21.1. Notices. Any notice, request, demand, statement, or consent herein required or permitted to be given by either party to the other hereunder, except as pursuant to Article 12, shall be in writing signed by or on behalf of the party giving the notice and addressed to the other parties to the at the address as set forth below:

Tenant: Villas on McQueen, LLC
c/o Gorman & Company, LLC
Attn: President
200 N. Main St.
Oregon, Wisconsin, 53575

With required copies to:

Harvey Law PLLC
Attn: Travys Harvey, Esq.
7702 E. Doubletree Ranch Road, Suite 300
Scottsdale, Arizona 85258

Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 1700
Milwaukee, Wisconsin 53202
Attn: Stephen Elliott, Esq.

RBC Community Investments, LLC
600 Superior Avenue
Suite 2300
Cleveland, Ohio 44114
Attention: President and General Counsel

With a copy to:

Nixon Peabody LLP
Exchange Place
53 State Street
Boston, Massachusetts 02109
Attention: Roger W. Holmes

VOM Investor, LLC
191 W. Nationwide Suite 600
28

Columbus, OH 43215

Attn: assetmanagement@stonehengecapital.com

With a copy to:

Buchalter, a Professional Corporation
1000 Wilshire Blvd., Suite 1500
Los Angeles, CA 90017
Attn: Michael A. Williamson, Esq.
Email: mwilliamson@buchalter.com

Each Lienholder identified on Schedule 17.7.C
and any Lienholder which is party to a
Recognition Agreement from time to time.

Arizona Industrial Development Authority
1802 West Jackson Street #66
Phoenix, Arizona 85007
Attention: Executive Director
Email: admin@arizonaida.com

With a copy to:

Kutak Rock LLP
8601 North Scottsdale Road
Suite 300
Scottsdale, Arizona 85253
Attention: Kelly A. McGuire, Esq.
Telephone: (480) 429-5000
Email: kelly.mcguire@kutakrock.com

Landlord:

City of Chandler
Attn: Housing and Redevelopment Division
Mail Stop 101
P.O. Box 4008
Chandler, Arizona 85244-4008

With a required copy to:

City of Chandler

Attn: City Attorney
Mail Stop 602
P.O. Box 4008
Chandler, Arizona 85244-4008

Each party may by notice in writing change its address for the purpose of this Lease, which address shall thereafter be used in place of the former address. Each notice, demand, request, or communication which shall be mailed to any of the aforesaid shall be deemed sufficiently given, served, or sent for all purposes hereunder two (2) business days after it shall be mailed by United States registered or certified mail, postage prepaid, in any post office or branch post office regularly maintained by the United States Government, upon personal delivery, or one business day after deposit with any commercial air courier or express service.

§ 21.2. Notice to Curing Parties. When, under the terms of this Lease, any Notice is required or permitted to be given to a Curing Party, it is the intention of the parties that such notice shall be required to be given to all Curing Parties.

ARTICLE 22 — CONDITION

§ 22.1. Condition of Premises. Tenant represents that the Premises, any sidewalks, the title to the Premises, parking areas adjoining the same, any subsurface conditions thereof, and the present uses thereof, have been examined by Tenant and that Tenant accepts the same in the condition or state in which they or any of them may be on the date of the execution of this Lease, and except as set forth in in Article 30, without representation or warranty, express or implied in fact or by law, by Landlord and without recourse to Landlord, as to the nature, condition, or usability thereof or the use or uses to which the Premises or any part thereof may be put.

§ 22.2. Quiet Enjoyment. Subject to all of the conditions, terms, and provisions contained in this Lease, Landlord covenants that Tenant, upon paying the Base Rent and Additional Payments and observing and keeping all terms, covenants, agreements, limitations, and conditions hereof on its part to be kept, shall quietly have and enjoy the Premises during the Term, without hindrance or molestation by Landlord.

ARTICLE 23 — ESTOPPEL

§ 23.1. Estoppel Certificates. Landlord or Tenant may request, at any time, from one another a certificate evidencing whether or not:

A. The Lease is in full force and effect along with the amount and current status of the Additional Payments due hereunder;

B. The Lease has been modified or amended in any respect or describing such modifications or amendments, if any; and

C. There are any existing defaults thereunder, to the knowledge of the party executing the certificate, and specifying the nature of such defaults, if any.

Such certificates shall include such other information as either party, any Investor Member or a Lienholder reasonably requires. The party receiving such a request shall cooperate with the requesting party and shall deliver a written response within twenty (20) days of such request. Without limitation, such certificates as are reasonably requested shall be provided at the request of any Investor Member, or any Lienholder.

ARTICLE 24 — CONSENTS

§ 24.1. Parties and Notice. Whenever the consent or approval of a party to this Lease is required or reasonably requested under this Lease, if they fail to notify the other party in writing within forty-five (45) days (except where a longer period is otherwise specified herein for the giving of such consent or approval) after the giving of a written request therefor in the manner specified herein for the giving of notice, it shall be concluded that such consent or approval has been given, except in the event that Chandler City Council approval is required in which case Landlord will seek to put the item on the Council's agenda at the soonest practically feasible date.

§ 24.2. No Unreasonable Withholding. Wherever in this Lease the consent or approval of either party is required, such consent or approval shall not be unreasonably withheld nor delayed, except where otherwise specifically provided. The remedy of the party requesting such consent or approval, in the event such party should claim or establish that the other party has unreasonably withheld or delayed such consent or approval, shall be limited to injunction or declaratory judgment and in no event shall such other party be liable for a money judgment.

ARTICLE 25 — LANDLORD NOT LIABLE

§ 25.1. Limitation of Liability. Landlord shall not be responsible or liable for any damage or injury to any property, fixtures, merchandise, or decorations or to any person or persons at any time on the Premises from steam, gas, electricity, water, rain, or any other source whether the same may leak into, issue or flow from any part of the Premises or from pipes or plumbing work of the same, or from any other place or quarter; nor shall Landlord be in any way responsible or liable in case of any accident or injury including death to any of Tenant's employees, agents, subtenants, or to any person or persons in or about the Premises or the streets or sidewalks adjacent thereto; and Tenant agrees that it will not hold Landlord in any way responsible or liable therefor.

ARTICLE 26 — MISCELLANEOUS

§ 26.1. Intentionally Omitted.

§ 26.2. **Right of Cancellation.** All parties hereto acknowledge that this agreement is subject to cancellation by Landlord or Tenant pursuant to the provisions of §38-511, Arizona Revised Statutes.

§ 26.3. **Legal Actions.** Any legal action instituted pursuant to this Lease shall be brought in the County of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona in Phoenix, Arizona. The prevailing party in such action shall be reimbursed by the non-prevailing party for all costs and expenses of such action, including reasonable attorneys' fees as may be fixed by the Court. This Lease shall be construed and enforced in accordance with the laws of the State of Arizona.

§ 26.4. **Memorandum.** Landlord and Tenant shall each execute and deliver a memorandum of this Lease substantially in the form attached hereto as Exhibit E, which shall be recorded in the Office of the County Recorder, Maricopa County, Arizona.

§ 26.5. **Entire Agreement.** This Lease, together with its schedules and Exhibits and all documents incorporated herein by reference, contains the entire agreement between Landlord and Tenant and any executory agreement hereafter made between Landlord and Tenant shall be ineffective to change, modify, waive, release, discharge, terminate, or effect an abandonment of this Lease, in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, waiver, release, discharge, termination, or the effect of the abandonment is sought.

§ 26.6. **Captions.** The captions of Articles and Sections in this Lease are used only as a convenience and for reference and they in no way define, limit, or describe the scope of this Lease or the intent of any provision thereof. References to Articles and Section numbers are to those in this Lease unless otherwise noted.

§ 26.7. **Execution and Delivery.** This Lease shall bind Tenant upon its execution thereof. Landlord shall be bound only after it executes and delivers the Lease to Tenant.

§ 26.8. **Singular and Plural, Gender.** If two or more persons, firms, corporations, or other entities constitute either the Landlord or the Tenant, the word "Landlord" or the word "Tenant" shall be construed as if it reads "Landlords" or "Tenants" and the pronouns "it," "he," and "him" appearing herein shall be construed to be the singular or plural, masculine, feminine, or neuter gender as the context in which it is used shall require

§ 26.9. **Multiple Parties.** If at any time Landlord, Tenant, any Lienholder (Landlord, Tenant or any such Lienholder being in this Section referred to as a "party") is

other than one individual, partnership, firm, corporation, or other entity, the act of, or notice, demand, request, or other communication from or to, or payment of refund from or to, or signature of, or any one of the individuals, partnerships, firms, corporations, or other entities then constituting such party with respect to such party's estate or interest in the Premises or this Lease shall bind all of them as if all of them so had acted, or so had given or received such notice, demand, request, or other communication, or so had given or received such payment or refund, or so had signed, unless all of them theretofore have executed and acknowledged in recordable form and given a notice (which has not theretofore been revoked by notice given by all of them) designating not more than three individuals, partnerships, firms, corporations, or other entities as the agent or agents for all of them. If such a notice of designation has theretofore been given, then, until it is revoked by notice given by all of them, the act of, or notice, demand, request or other communication from or to, or payment or refund from or to, or signature of, the agent or agents so designated with respect to such party's estate or interest in the Premises or this Lease shall bind all of the individuals, partnerships, firms, corporations, or other entities then constituting such party as if all of them so had acted, or so had given or received such notice, demand, request, or other communication, or so had given or received such payment or refund, or so had signed.

§ 26.10. Amendments. This Lease shall not be amended or modified without the express written consent of Lienholder(s), which shall not be unreasonably withheld. Any purported amendment or modification for which such consent has not been obtained shall be void.

§ 26.11. Exhibits and Incorporation. The following exhibits and schedules, which are attached hereto or are in the possession of the Landlord and Tenant, are incorporated herein by reference as though fully set forth:

Exhibit A Legal Description of the Premises
Exhibit B Insurance Requirements
Exhibit C Title Encumbrances
Exhibit D Form of Memorandum of Ground Lease
Schedule 17.7.C List of Lienholders

ARTICLE 27 — EQUAL EMPLOYMENT OPPORTUNITY

Tenant shall comply with all elements and requirements of the Equal Employment Opportunity laws and ordinances.

ARTICLE 28 — ENFORCED DELAY

§ 28.1. Enforced Delay; Extension of Time of Performance. Whether stated or not, all periods of time in this Lease are subject to this Section. Neither the Landlord nor Tenant, as the case may be, shall be considered to have caused an Event of Non-Performance with respect to its obligations under this Lease (or to have failed to meet any required date of performance) in the event of enforced delay (“Enforced Delay”) due to (1) causes beyond its reasonable control and without its negligent or intentional failure to comply with Applicable Laws, including, but not restricted to, acts of God, acts of public enemy, acts of the Federal, state or local government, acts of the other party, litigation or other action authorized by law concerning the validity and enforceability of this Lease or relating to transactions contemplated hereby (including the effect of petitions for initiative or referendum), fires, floods, epidemics, quarantine, restrictions, strikes, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, act of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or ecoterrorism), nuclear radiation, declaration of national emergency or national alert, blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain, condemnation, or other taking by the action of any governmental body on behalf of any public, quasi-public, or private entity, or declaration of moratorium or similar hiatus directly affecting the Premises (whether permanent or temporary) by any public, quasi-public or private entity; (2) the discovery of Regulated Substances on, at or affecting the Premises not disclosed by any applicable environmental assessment or otherwise known by or disclosed to the party or parties affected thereby; the discovery of funerary objects or archaeological resources or artifacts on, at or affecting the Premises requiring repatriation, study, removal or further acts mandated by federal or state law; or the discovery of Endangered Species on, at or affecting the Premises; (3) the order, judgment, action, or determination of any court, administrative agency, governmental authority or other governmental body (collectively, an “Order”) which delays the completion of the work or other obligation of the party claiming the delay; or the suspension, termination, interruption, denial, or failure of renewal (collectively, a “Failure”) of issuance of any permit, license, consent, authorization, or approval necessary to Tenant’s undertakings pursuant to this Agreement, unless it is shown that such Order or Failure is the result of the failure to comply with Applicable Laws or to fully comply with the applicable application requirements by the party claiming the delay; provided, however, that the contesting in good faith of any such Order or Failure shall not constitute or be construed or deemed as a waiver by a party of Enforced Delay; and (4) the denial of an application, failure to issue, or suspension, termination, delay or interruption other than by or from Landlord, Maricopa County or the Chandler City Council or one of its departments, divisions, agencies, commissions or boards (collectively, a “Denial”) in the issuance or renewal of any permit, approval or consent required or necessary in connection with Tenant’s undertakings pursuant to this Agreement, if such Denial is not also the result of the failure to comply with Applicable Laws or to fully comply with the applicable application requirements by

the party claiming the delay; provided that the contesting in good faith or the failure in good faith to contest any such Denial shall not constitute or be construed or deemed as a waiver by a Party of Enforced Delay. In no event will Enforced Delay include any delay resulting from general economic or market conditions, unavailability for any reason of particular tenants or purchasers of portions of the Project, nor from the unavailability for any reason of particular contractors, subcontractors, vendors, investors or lenders desired by Tenant in connection with the Project, it being agreed that Tenant will bear all risks of delay which are not Enforced Delay. In the event of the occurrence of any such Enforced Delay, the time or times for performance of the obligations of the party claiming delay shall be extended for a period of the Enforced Delay; provided that the party seeking the benefit of the provisions of this Section 28.1 shall, within thirty (30) days after such party knows of any such Enforced Delay, first notify the other party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; provided, however, that either party's failure to notify the other of an event constituting an Enforced Delay shall not alter, detract from or negate its character as an Enforced Delay if such event of Enforced Delay were not known or reasonably discoverable by such party.

ARTICLE 29 — INTENTIONALLY OMITTED

ARTICLE 30 — COMPLIANCE WITH ENVIRONMENTAL LAWS

§ 30.1. Definitions.

A. “*De Minimis Amounts*” shall mean any Regulated Substance used, maintained, or stored by any party at the Premises in the ordinary course of business in such quantities and in a manner that (i) does not constitute a violation of any Environmental Law or require any reporting or disclosure under any Environmental Law; (ii) is consistent with product labeling; and (iii) is consistent with customary business practice for such operations in the state where the Property is located.

B. “*Environmental Condition*”: (i) the Release of Regulated Substances; (ii) the violation of any Environmental Law; or (iii) the presence of Regulated Substances on, in, or under the Premises, whether at concentrations requiring remediation under any Environmental Law, or otherwise.

C. “*Environmental Laws*”: Those laws promulgated for the protection of human health or the environment, including but not limited to the following as the same are amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*; the Clean Water Act, 33 U.S.C. § 1251 *et seq.*; the Clean Air Act, 42 U.S.C. § 7401 *et seq.*; the Arizona Environmental Quality Act, Title 49 of the Arizona Revised Statutes; the Occupational Safety and Health Act of 1970, as amended, 84 Stat. 1590, 29 U.S.C. §§ 651-678; Maricopa

County Air Pollution Control Regulations; Title 41, and any so-called “Superfund” or “Superlien” law and the regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the local, county, state or federal government) now in effect or hereinafter enacted that deal with the regulation or protection of human health and the environment, including but not limited to the ambient air, ground water, surface water, and land use, including substrata soils.

D. “Existing Environmental Condition”: means any Environmental Condition in existence as of the Effective Date.

E. “Regulated Substances”:

A. Any substance identified or listed as a hazardous substance, pollutant, hazardous material, or petroleum in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*, and in the regulations promulgated thereto; and Underground Storage Tanks, U.S.C. §§ 6991 to 6991i.

B. “Hazardous wastes” as defined by the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*

C. Any substance identified or listed as a hazardous substance, pollutant, toxic pollutant, petroleum, or as a special or solid waste in the Arizona Environmental Quality Act, A.R.S. § 49-201 *et seq.*; including, but not limited to, the Water Quality Assurance Revolving Fund Act, A.R.S. § 49-281 *et seq.*; the Solid Waste Management Act, A.R.S. § 49-701 *et seq.*; the Underground Storage Tank Regulation Act, A.R.S. § 49-1001 *et seq.*; and Management of Special Waste, A.R.S. § 49-851 to 49-868.

D. All substances, materials and wastes that are, or that become, regulated under, or that are classified as hazardous or toxic under any Environmental Law; petroleum, crude oil or fraction thereof; any radioactive material, including any source, special nuclear or by-product material as defined in 42 U.S.C. §2011 *et seq.* and amendments thereto and reauthorizations thereof; asbestos-containing materials in any form or condition; and polychlorinated biphenyls in any form or condition.

F. “Release”: Any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping.

§ 30.2. Compliance. From and after the Effective Date, Tenant shall, at Tenant’s own expense, comply with all present and hereinafter enacted Environmental Laws and any amendments thereto, affecting Tenant’s operation on the Premises.

Tenant shall not cause or permit any Regulated Substance to be used, generated, manufactured, produced, stored, brought upon, or released on, or under the Premises, or

transported to or from the Premises, by Tenant, its agents, employees, contractors, invitees or a third party in a manner that would constitute or result in a violation of any Environmental Law or that would give rise to liability under an Environmental Law, except for De Minimis Amounts.

Tenant may provide for the treatment of certain discharges regulated under the pretreatment ordinances pursuant to any State of Arizona or municipal code or such other ordinances as may be promulgated and the Federal Clean Water Act, 33 U.S.C. § 1251 et seq. The provisions of this Article 30 are intended to create a covenant running with the land and shall be binding upon the Landlord and the Tenant and each of their respective successors and assigns and all subsequent owners of the Premises and the Improvements, including, without limitation, any entity which succeeds to the Tenant's interest in the Premises and the Improvements.

§30.3. Responsibilities

A. **Responsibility of Tenant.** Subject to Section 30.3.C. , and except to the extent that an Existing Environmental Condition is aggravated or exacerbated by the negligence or willful misconduct (including acts or omissions) of the Tenant, its agents or contractors, the Tenant shall not be responsible under this Lease for any claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith arising out of (i) any Existing Environmental Conditions; (ii) any activity by the Landlord or its agents or contractors carried on or undertaken on or off the Premises prior to the Effective Date in connection with the handling, treatment, removal, storage, decontamination, cleanup, transport or disposal of any Regulated Substances located or present on or under the Premises (except to the extent of any activity carried on or undertaken by or contracted for by the Tenant or its agents); or (iii) the failure of the Landlord or its agents or contractors prior to the Effective Date to comply with any Environmental Laws relating to the handling, treatment, presence, removal, storage, decontamination, cleanup, transportation or disposal of Regulated Substances into, on, under or from the Premises whether or not such failure to comply was known or knowable, discovered or discoverable prior to the Effective Date.

B. **Responsibility of Landlord.** Subject to Section 30.3.C. , the Landlord shall not be responsible under this Lease for any claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith, arising out of (i) any activity by the Tenant or its agents or contractors carried on or undertaken on or off the Premises following the Effective Date in connection with the handling, treatment, removal, storage, decontamination, cleanup, transport or disposal of any hazardous substances located or present on or under the Premises (except to the extent of any activity carried on or undertaken by or contracted for by the Landlord or its agents and except to the extent that such activities relate to any

Existing Environmental Condition); or (ii) the failure of the Tenant or its agents or contractors following the Effective Date to comply with any Environmental Laws relating to the handling, treatment, presence, removal, storage, decontamination, cleanup, transportation or disposal of hazardous substances into, on, under or from the Premises whether or not such failure to comply was known or knowable, discovered or discoverable following the Effective Date.

C. Environmental Conditions Occurring After the Effective Date.

Landlord and Tenant shall be jointly responsible (i.e., on a 50/50 basis) for the remediation of any Environmental Condition that occurs on the Premises after the Effective Date, unless such Environmental Condition is caused solely by Landlord or those for whom Landlord is legally liable, or is caused solely by Tenant or those for whom Tenant is legally liable, in which case, the party causing the Environmental Condition shall be solely responsible for all costs associated with the remediating the Environmental Condition, including, without limitation, any costs incurred by a third party (including the Investor Members or any Lender) as a result of such Environmental Condition.

§ 30.4. Indemnification.

A. Subject to the limitations set forth in Section 30.4.K. and to the cost sharing provisions in Section 30.3.C., Tenant shall indemnify, defend and hold harmless, on demand, Landlord, its successors and assigns, its elected and appointed officials, employees, agents, boards, commissions, representatives, and attorneys (together, the “Landlord Indemnified Parties”), for, from and against any and all liabilities, obligations, damages, charges and expenses, penalties, suits, fines, claims, legal and investigation fees or costs, arising from or related to any claim or action for injury, liability, breach of warranty or representation, or damage to persons, property, the environment or the Premises and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse effects on, human health, property or the environment pursuant to any violations of Environmental Law, the common law, or other statute, ordinance, rule, regulation, judgment or order of any governmental agency or judicial entity, which are incurred or assessed as a result, whether in part or in whole, of any use of the Premises by Tenant during the Term. Regardless of the date of termination of this Lease, Tenant’s obligations and liabilities under this Section 30.4 shall continue so long as the Landlord bears any liability or responsibility under the Environmental Laws for any use of the Premises during the Term. This indemnification of the Landlord Indemnified Parties by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial actions, removal or restoration work required or conducted by any federal, state or local governmental agency or political subdivision because of Regulated Substances located on the Premises or present in the soil or ground water on, or under the Premises. The parties agree that Landlord’s right to enforce this covenant to indemnify is not an adequate remedy at law for Tenant’s violation of any provision of this Article and that Landlord shall also

have the rights set forth in this Article in addition to all other rights and remedies provided by law or otherwise provided for in this Lease.

B. Without limiting the foregoing, if the presence of any Regulated Substance on, or under the Premises results in any contamination of the Premises or any adjacent real property during the Term, to the extent required by Environmental Law, Tenant shall promptly take all actions at its sole cost and expense as are necessary to mitigate any immediate threat to human health or the environment. Tenant shall then undertake any further action necessary to return the Premises or other property to the condition existing prior to the introduction of any Regulated Substance to the Premises; provided that Landlord's written approval of such actions shall first be obtained, which shall not be unreasonably conditioned, withheld or delayed. Tenant shall undertake such actions without regard to the potential legal liability of any other person, however, any remedial activities by Tenant shall not be construed as to impair Tenant's rights, if any, to seek contribution or indemnity from another person.

C. Tenant shall, at Tenant's own cost and expense, make all tests, reports, studies and provide all information to any appropriate governmental agency as may be required pursuant to the Environmental Laws pertaining to Tenant's use of the Premises. This obligation includes but is not limited to any requirements for a site characterization, site assessment and/or a cleanup plan that may be necessary due to any actual or potential spills or discharges of Regulated Substances on, or under the Premises, during the Term. At no cost or expense to Landlord, Tenant shall promptly provide all information requested by Landlord pertaining to the applicability of the Environmental Laws to the Premises, to respond to any governmental investigation, or to respond to any claim of liability by third parties which is related to environmental contamination. In addition, Landlord shall have the right to access, within ten (10) days of Tenant's receipt of written request, and copy any and all records, test results, studies and/or other documentation, other than trade secrets, regarding environmental conditions relating to the use, storage, or treatment of Regulated Substances by the Tenant on, or under the Premises.

D. Tenant shall immediately notify Landlord of any of the following: (1) any correspondence or communication from any governmental agency regarding the application of Environmental Laws to the Premises or Tenant's use of the Premises, (2) any change in Tenant's use of the Premises that will change or has the potential to change Tenant's or Landlord's obligations or liabilities under Environmental Laws, and (3) any assertion of a claim or other occurrence for which Tenant may incur an obligation under this Article 30.

E. Tenant shall, at its own expense, obtain and comply with any permits or approvals that are required or may become required as a result of any use of the Premises by the Tenant, its agents, employees, contractors, invitees and assigns.

F. Tenant shall obtain and maintain compliance with any applicable financial responsibility requirements of federal and/or state law regarding the ownership or operation of any underground storage tank(s) or any device used for the treatment or storage of a Regulated Substance and present evidence thereof to Landlord, as may be applicable.

G. Subject to the cost sharing provisions in Section 30.3.C., Landlord shall indemnify and hold harmless Owner, its members, managers, employees, agents, officer, directors, shareholders, and each of their affiliates, successors and assigns from, any and all costs or liability arising out of Existing Environmental Conditions, except to the extent that an Existing Environmental Condition is aggravated or exacerbated by the negligence or willful misconduct (including acts or omissions) of the Tenant, its agents or contractors, the Tenant.

§30.5. Noncompliance.

Tenant's failure or the failure of its agents, employees, contractors, invitees or of a third party to comply with any of the requirements and obligations of this Article 30 or applicable Environmental Laws shall constitute a material default of this Lease. Notwithstanding any other provision in this Lease to the contrary, Landlord shall have the right of "self-help" or similar remedy in order to minimize any damages, expenses, penalties and related fees or costs, arising from or related to a violation of Environmental Laws on, or under the Premises, without waiving any of its rights under this Lease. The exercise by Landlord of any of its rights under this Article shall not release Tenant from any obligation it would otherwise have hereunder.

The covenants in this Article 30 shall survive the expiration or earlier termination of this Lease.

ARTICLE 31 - MISCELLANEOUS

§ 31.1. Landlord Representations and Warranties. Landlord hereby represents, warrants, covenants and agrees that (a) its execution of the Lease will not violate any agreement to which Landlord is a party; (b) there is no litigation pending against Landlord which would have a material impact on the Project, the Premises or Landlord's ability to perform its obligations under this Lease, or with respect to the Premises; (c) there is no pending taking of the Premises; (d) other than Tenant, there is no tenant who would have any right of claim to possession or use of the Premises; (e) there are no unpaid special assessments touching, concerning or relating to the Premises. Landlord further represents and warrants that, as of the Effective Date, other than as disclosed in Final Phase 1 and other reports provided for diligence (the "Environmental Reports"): (a) there is not located on, in, about or under the Land any Regulated Substances on the Land; (b) there has not in the past been, and no present threat now exists of, a spill, discharge, emission or Release of a Regulated Substance in, upon, under, over or from the Land or from any other property which would have an impact on the Land; (c) the Land is not presently used, and has not

in the past been used, as a landfill, dump, disposal facility or gasoline station, or for industrial, manufacturing or military purposes, or for the storage, generation, production, manufacture, processing, treatment, disposal, handling, transportation or deposit of any Regulated Substances; (d) the Land is in compliance with, and there are no past or present investigations, administrative proceedings, litigation, regulatory hearings or other actions completed, proposed, threatened or pending, alleging noncompliance with or violation of, any Environmental Law respecting the Land, or relating to any required environmental permits covering the Land; (e) there are not now, nor have there ever been, any above ground or underground storage tanks located in or under the Land, and any and all storage tanks disclosed in the Environmental Reports have been registered and/or permitted as required by Environmental Law, and evidence of such registration and/or permitting has been given to Tenant; and (f) there are no wells on or under the Land.

§ 31.2. Intentionally Deleted.

§ 31.3. Exculpatory Provision. Tenant acknowledges that in the event of a default under this Lease, of any kind or nature whatsoever, Tenant shall look solely to Landlord for remedy or relief; and that no Chandler City Council Member, elected or appointed official, officer, agent, or employee of the City of Chandler shall be liable to Tenant, or any successor in interest to Tenant, including any subtenant, any Investor Member, or Lienholder, in any way due to a default by Landlord under this Lease.

§ 31.4. HUD Use Agreement. In addition to entering into this Lease, Landlord and Tenant also contemplate the provision of rental assistance to the Project pursuant to a Housing Assistance Payment Contract (“HAP Contract”). If a HAP Contract is entered into pursuant to the RAD program, HUD will require Landlord and Tenant to enter into a RAD Use Agreement (“Use Agreement”) in connection with the provision of rental assistance to the Project. Notwithstanding any other clause or provision in this Lease, upon execution of the Use Agreement and for so long as the Use Agreement is in effect, the following provisions shall apply:

1. This Lease shall in all respects be subordinate to the Use Agreement. Subordination continues in effect with respect to any future amendment, extension, renewal, or any other modification of the Use Agreement or the Lease.
2. If any of the provisions of this Lease conflict with the terms of the Use Agreement, the provisions of the Use Agreement shall control.
3. The provisions in this 31.4 are required to be inserted into this Lease by HUD and may not be amended without HUD’s prior written approval.
4. Violation of the Use Agreement constitutes a default of this Lease.

5. Notwithstanding any other contract, document or other arrangement, upon termination of this Lease, title to the real property leased herein shall remain vested in the City of Chandler and title to the buildings, fixtures, improvements, trade fixtures and equipment that belong to Tenant shall vest in the City of Chandler.
6. Neither Tenant nor any of its member or partners shall have the authority to:
 - a. Take any action in violation of the Use Agreement; or
 - b. Fail to renew the Hap Contract upon such terms and conditions applicable at the time of renewal when offered for renewal by the City of Chandler or HUD.
7. Except to the extent permitted by the HAP Contract or Use Agreement and the normal operation of the Project, neither Tenant nor any of its members or partners shall have the authority, without the consent of the City of Chandler, to sell, transfer, convey, assign, mortgage, pledge, sublease or otherwise dispose of, at any time, the Project or any part thereof.

[SIGNATURE PAGES FOLLOW]

SIGNATURE PAGE 1 OF 2 TO GROUND LEASE

“TENANT”

VILLAS ON MCQUEEN, LLC, an
Arizona limited liability company

By: Villas on McQueen MM, LLC, an
Arizona limited liability company, its
Managing Member

By: GEC Villas on McQueen, LLC, a
Wisconsin limited liability company, its
Manager

By: Gorman & Company, LLC, a
Wisconsin limited liability company, its
Manager

By: _____
Brian Swanton, President

Signatures continue on following page.

SIGNATURE PAGE 2 OF 2 TO GROUND LEASE

“LANDLORD”

CITY OF CHANDLER, an Arizona municipal corporation

By: _____
Name: _____
Title: City Manager

Attest:

By: _____
Name: _____
Title: City Clerk

Approved as to form:

By: _____
(Asst.) City Attorney
DMG

Exhibit A to Ground Lease

Legal Description of the Premises

LEGAL DESCRIPTION (LOT 1-NET)

A PARCEL LOCATED IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING BRASS CAP IN HAND HOLE ACCEPTED AS THE NORTHWEST CORNER OF SAID SECTION 35 FROM WHICH A BRASS CAP IN HAND HOLE ACCEPTED AS THE WEST QUARTER CORNER OF SAID SECTION 35 THEREOF BEARS SOUTH 00 DEGREES 24 MINUTES 42 SECONDS WEST, A DISTANCE OF 2641.47 FEET;

THENCE SOUTH 00 DEGREES 24 MINUTES 42 SECONDS WEST, A DISTANCE OF 659.05 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION;

THENCE LEAVING SAID WEST LINE, SOUTH 89 DEGREES 35 MINUTES 18 SECONDS EAST, A DISTANCE OF 65.00 FEET TO THE EAST RIGHT OF WAY LINE OF MCQUEEN ROAD BEING THE POINT OF BEGINNING;

THENCE LEAVING SAID EAST LINE, NORTH 89 DEGREES 09 MINUTES 27 SECONDS EAST, A DISTANCE OF 116.16 FEET ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF THE MINOR LAND DIVISION MAP QUICK TRIP #450 RECORDED AS BOOK 1606, PAGE 48 RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID SOUTH LINE;

THENCE NORTH 00 DEGREES 23 MINUTES 35 SECONDS EAST, A DISTANCE OF 25.01 FEET;

THENCE NORTH 89 DEGREES 09 MINUTES 52 SECONDS EAST, A DISTANCE OF 147.89 FEET TO THE WEST LINE OF THE FINAL PLAT OF WATCHTOWER CARWASH AND OFFICES RECORDED AS BOOK 1739, PAGE 4 RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG SAID WEST LINE, SOUTH 00 DEGREES 23 MINUTES 35 SECONDS WEST, A DISTANCE OF 24.99 FEET TO THE SOUTH LINE OF SAID PLAT;

THENCE ALONG SAID SOUTH LINE, NORTH 89 DEGREES 09 MINUTES 27 SECONDS EAST, A DISTANCE OF 328.97 FEET TO THE NORTHWEST CORNER OF THE FINAL PLAT OF SENATE ACRES WEST RECORDED AS BOOK 200, PAGE 19 RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG THE WEST LINE OF SAID PLAT, SOUTH 00 DEGREES 22 MINUTES 6 SECONDS WEST, A DISTANCE OF 327.41 FEET TO THE SOUTH LINE OF THE FINAL PLAT OF S. & H. APARTMENTS RECORDED AS BOOK 204, PAGE 1 RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG SAID SOUTH LINE, SOUTH 89 DEGREES 10 MINUTES 48 SECONDS WEST, A DISTANCE OF 593.27 FEET TO THE EAST LINE OF MCQUEEN ROAD AS DEDICATED ON THE FINAL PLAT OF TRAILS END MANOR, RECORDED IN BOOK 287 OF MAPS, PAGE 46, OF OFFICIAL RECORDS, MARICOPA COUNTY, ARIZONA;

THENCE NORTH 00 DEGREES 24 MINUTES 42 SECONDS EAST, A DISTANCE OF 327.18 FEET TO THE POINT OF BEGINNING.

Exhibit B to Ground Lease

Tenant Insurance Requirements

The Tenant shall procure and maintain, or shall require its contractors, consultants, subcontractors and subconsultants (hereinafter referred to as "**Contractors**") to procure and maintain, until all of their respective obligations have been discharged, including any warranty periods, and all of Tenant's obligations under this Lease are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the services on the Premises by the Tenant, its agents, representatives, employees or Contractors.

If the Tenant does not self-perform some or all of the services outlined in this Lease, it is the Tenant's responsibility and obligation under this Lease to obtain the required insurance verification from its Contractors. All Contractor certificates of insurance must **clearly** identify that the following risks are covered.

The insurance requirements herein are minimum requirements for this Lease and in no way limit the indemnity covenants contained in this Lease.

The Landlord in no way warrants that the minimum limits contained herein are sufficient to protect the Tenant or its Contractors from liabilities that might arise out of the performance of services on the Premises by the Tenant, its agents, representatives, employees or Contractors. The Tenant and its Contractors are free to purchase such additional insurance as may be determined necessary.

I. GENERAL REQUIREMENTS APPLICABLE TO ALL COVERAGES UNLESS OTHERWISE STATED.

A. Minimum Scope and Limits of Insurance

The Tenant and Contractors shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

B. Additional Insurance Requirements: Required insurance policies shall include, or be endorsed to include the following provisions:

1. On insurance policies where the Landlord is named as an additional insured, the Landlord shall be an additional insured to the full limits of liability purchased by the Tenant and Contractors even if those limits of liability are in excess of those required by this Lease.

2. The Tenant's and Contractors' insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. In the event that any professional liability insurance required by this Lease is written on a claims-made basis, any retroactive date under the policy shall precede the effective date of this Lease; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time services on the Premises are completed.
4. Coverage may not be limited to liability assumed under the indemnification provisions of this agreement.
5. The policies must contain a severability of interest clause and a waiver of subrogation against the Landlord, its officers, officials, agents, and employees for losses arising from work performed by Tenant.

C. **Notice of Cancellation:** For each insurance policy required by the insurance provisions of this Lease, the Tenant must provide to the Landlord within ten (10) business days of receipt, a notice if a policy is suspended, voided or canceled for any reason. Such notice shall be mailed, e-mailed, hand delivered or sent via facsimile transmission directly to **City of Chandler Housing and Redevelopment Division, Mail Stop 101, P.O. Box 4008, Chandler, AZ 85244-4008.**

D. **Acceptability Of Insurers:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than A-7 and legally authorized to do business in the State of Arizona. Provided, however, that the A.M. Best rating requirement shall not be deemed to apply to Workers' Compensation coverage. The Landlord in no way warrants that the above-required minimum insurer rating is sufficient to protect the Tenant and Contractors from potential insurer insolvency.

E. **Verification Of Coverage:** Tenant and Contractors must furnish the Landlord with certificates of insurance (ACORD form or equivalent approved by the Landlord) as required by this Lease. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the Landlord before work commences. Each insurance policy required by this Lease must be in effect at or prior to commencement of services under this Lease and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Lease or to provide evidence of renewal is a material breach of contract.

All certificates required by this Lease shall be sent directly to **City of Chandler Housing and Redevelopment Division, Mail Stop 101, P.O. Box 4008, Chandler, AZ 85244**. The Landlord's project name ("Villas on McQueen") shall be noted on the certificate of insurance. The Landlord reserves the right to require complete, certified copies of all insurance policies required by this Lease at any time.

F. **Contractors:** The Tenant's certificate(s) shall include all Contractors as additional insureds under its policies. Contractors shall maintain separate insurance as determined by the Tenant; however, Contractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate.

G. **Deductibles:** The Tenant is responsible for the payment of all policy deductibles.

II. TYPES OF COVERAGES REQUIRED FOR SPECIFIC ACTIVITIES, CONTRACTS AND SUBCONTRACTS

A. DESIGN, SITE PREPARATION AND CONSTRUCTION PHASE:

During the design, site preparation and construction phase of the Development, Tenant shall maintain and shall cause any of its Contractors providing services during this phase, including any warranty periods, to maintain insurance coverages and limits as described below.

The insurance requirements may be satisfied with a Contractor Controlled Insurance Program ("**CCIP**"); however, those coverages and/or limits not provided by the CCIP must be provided by the Tenant and Contractors.

1. Commercial General Liability - Occurrence Form

Tenant's and Contractor's policy shall include bodily injury, property damage, broad form contractual liability, personal and advertising liability and XCU coverage and shall carry limits as follows. No Contractor shall carry liability with limits less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Contract/Subcontract Amount	Minimum Required Liability Limits
\$25,000,000 to \$50,000,000	\$10,000,000 occurrence/ \$10,000,000 aggregate
\$10,000,000 to \$25,000,000	\$5,000,000 occurrence/ \$5,000,000 aggregate
Less than \$10,000,000	\$1,000,000 occurrence / \$2,000,000 aggregate

- a. The Tenant's liability policies shall name the Landlord as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Tenant, including completed operations.
- b. Contractor's liability policies shall name the Tenant and the Landlord as additional insureds.

2. Automobile Liability

The Tenant and any Contractor using an owned, hired, or non-owned vehicle to perform services shall provide insurance including bodily injury and property damage coverage.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The City of Chandler is named as an additional insured."

3. Worker's Compensation and Employers' Liability

If the Tenant has employees, evidence of Workers' Compensation insurance as described shall be provided. All Contractors providing services during the design, site preparation and construction phase must also provide Workers' Compensation insurance.

Workers' Compensation:	Statutory
Employers' Liability:	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation in favor of the Landlord.
- b. This requirement shall not apply when a Contractor is exempt under A.R.S. 23-901, **AND** when such Contractor executes the appropriate sole proprietor waiver form.

4. Professional Liability (Errors and Omissions Liability)

The Tenant shall carry or cause its Contractors to maintain professional liability insurance at the limits specified below if they are providing the following professional services during the design, site preparation and construction phase of the Development. All professional services providers shall carry professional liability insurance with limits of at least \$1,000,000 per claim and \$1,000,000 aggregate.

<u>Type of Service</u>	<u>Required Limits</u>
Architectural/Engineering/Design	\$2,000,000 per claim \$2,000,000 aggregate
Geotechnical Assessment/Consulting	\$2,000,000 per claim \$2,000,000 aggregate

Consulting Services	\$1,000,000 per claim \$1,000,000 aggregate
---------------------	---

- a. In the event that any professional liability insurance required by this Lease is written on a claims-made basis, any retroactive date under the policy shall precede the effective date of this Lease; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time services on the Premises are completed.

5. Builders' Risk Insurance

The Tenant shall provide, or cause its Contractor to provide, Builders Risk insurance for the construction of the Development in an amount equal to the full Development construction cost. The Tenant may require its General Contractor or Construction Manager at Risk to procure the Builders Risk insurance on the entire Development.

- a. Coverage shall be written on a special causes of loss (all risk) form, replacement cost value basis and shall include coverage for soft costs, flood and earth movement unless otherwise waived by the Landlord.
- b. If the policy is purchased by the General Contractor or Construction Manager at Risk, the Tenant must also be a named insured under the policy.
- c. A standard Lender's Loss Payable Endorsement naming the City of Chandler shall be endorsed onto the policy.
- d. A Permit to Occupy Endorsement shall be included if tenants can move in before construction is completed.
- e. The policy must provide coverage from the time any covered property becomes the responsibility of the Tenant, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction/installation site, or awaiting installation, whether on or off site.
- f. Policy shall contain a waiver of subrogation in favor of the Landlord.

6. Contractor's Pollution Liability (Including Errors and Omissions)

The following insurance requirements are applicable to the Tenant and all Contractors performing environmental services under this Lease for losses caused by pollution conditions that arise from the operations performed by or on behalf of the Tenant. Types of services that require this coverage include, but are not limited to, the following:

- Environmental Assessment or Consulting Services
- Environmental Testing Services
- Environmental Remediation/Abatement Services

- Environmental Engineering Services

Per Occurrence	\$1,000,000
General Aggregate	\$2,000,000

- The policy shall provide for complete professional service coverage, including coverage for pollution liability that is the result of a breach of professional duties.
- The policy shall provide for protection against claims for third-party bodily injury, property damage, natural resources damage or environmental damage caused by pollution conditions resulting from general contracting activities for which the Tenant and Contractor is legally liable.
- The policy shall provide for cleanup costs when mandated by governmental entities, when required by law, or as a result of third-party claims.
- The policy shall not contain an insured vs. insured exclusion with respect to the Landlord as an insured.
- The policy shall provide a waiver of subrogation in favor of the Landlord, and shall provide coverage for vicarious liability of all Contractors of the Tenant.
- The policy shall be endorsed to include the following additional insured language: "The City of Chandler is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Tenant and/or Contractor".
- This Lease shall be an endorsed contract onto the policy.
- In the event that any professional liability insurance required by this Lease is written on a claims-made basis, any retroactive date under the policy shall precede the effective date of this Lease; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time services on the Premises are completed.

7. Pollution Legal Liability (only if work involves the transportation of hazardous materials or regulated substances) (This coverage should be reviewed if/when presence of hazardous materials or regulated substances is identified.)

If the Tenant requires the transportation of any hazardous material or regulated substances, the Tenant shall provide coverage or cause its Contractors to provide coverage with limits of at least:

Per occurrence	\$1,000,000
General Aggregate	\$2,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The City of Chandler is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Tenant and/or Contractor".
- b. If the Tenant requires the transportation of any hazardous materials or regulated substances, then the policy shall provide coverage for claims resulting in bodily injury, property damage, natural resources damage, environmental damage or cleanup costs associated with a pollution condition from transported cargo.

8. Pollution Legal Liability for Disposal Site Operator

If the Tenant requires the disposal of any hazardous materials from the Development site, the Tenant shall obtain a certificate of insurance for Pollution Legal Liability from the disposal site operator.

- Facilities that store hazardous materials or regulated substances
- Facilities that accept, treat, store and dispose of hazardous waste
- Disposal site / solid waste landfill operators
- Incinerators
- Water and waste-water treatment facilities/ operations
- Certain types of recycling facilities that recycle metals, lead-acid batteries, used oil, etc.

Per Occurrence	\$1,000,000
General Aggregate	\$2,000,000

III. OPERATIONAL PHASE (AFTER CONSTRUCTION IS COMPLETED)

After construction is completed, the Tenant shall maintain or cause any of its Contractors performing services on the Premises to maintain for the duration of the Lease or until the Tenant has no further interest in the Development, insurance coverages and limits as described below.

1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage for the ownership, operation and management of the completed Development and include coverage for premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. Policy shall include coverage for management operations on and off-site of the Development.

• General Aggregate	\$4,000,000
• Products - Completed Operations Aggregate	\$4,000,000
• Personal and Advertising Injury	\$1,000,000

- Each Occurrence \$4,000,000
- Fire Damage (Damage to Rented Premises) \$1,000,000
- Medical Expense \$ 5,000

- a. The policy shall include the Landlord as an additional insured with respect to liability arising out of ownership, operations, management or occupancy of the property subject to this Lease.

2. Excess/Umbrella Liability

- Per Occurrence \$5,000,000
- Aggregate \$5,000,000

3. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of operational services under this Lease.

- Combined Single Limit (CSL) \$1,000,000

4. Professional Liability (Errors and Omissions Liability)

The Tenant shall carry or cause its Contractors to maintain professional liability insurance at the limits specified below if they are providing the following professional services during the operational phase of the Development.

- Property Management Services
- Realtor Services
- Consulting Services
- Financing Services
-

Each Claim	\$2,000,000
Annual Aggregate	\$2,000,000

- a. In the event that any professional liability insurance required by this Lease is written on a claims-made basis, any retroactive date under the policy shall precede the effective date of this Lease; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time services on the Premises are completed.

5. Worker's Compensation and Employers' Liability

If the Tenant has employees, evidence of Workers' Compensation insurance as described shall be provided. All Contractors providing services during the Operational Phase must also provide Workers' Compensation insurance.

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation in favor of the Landlord.
- b. This requirement shall not apply when a Contractor is exempt under A.R.S. 23-901, **AND** when such Contractor executes the appropriate sole proprietor waiver form.

6. All Risk Property Insurance

The Tenant shall maintain or cause the Property Manager to maintain in effect property insurance for all improvements, sufficient to satisfy the requirements of all lenders including the Landlord, and including buildings, unattached structures, fencing, swimming pools, and playground equipment. Policy shall include:

- a. Special form all risk insurance including the perils of flood and earthquake, unless otherwise waived by the Landlord, which waiver shall not be unreasonably withheld.
- b. 100% replacement cost coverage.
- c. Mechanical Breakdown/Boiler and Machinery.
- d. Business Interruption/Loss of Rents Coverage.
- e. Lender's Loss Payable Endorsement naming the City of Chandler.
- f. The Tenant is responsible for any policy deductibles.
- g. Policy shall contain a waiver of subrogation in favor of the Landlord.

7. Fidelity Bond or Crime Insurance

The Tenant shall require its Property Manager to procure and maintain a fidelity bond or crime insurance policy as follows:

- a. The bond or policy shall be issued with limits equal to four (4) months maximum gross receipts.
- b. The bond or policy shall include coverage for all directors, officers, agents and employees of the Tenant and Property Manager.
- c. The bond or policy shall include coverage for third party fidelity protecting funds and property of the Tenant and the Landlord.
- d. The bond or policy shall include coverage for extended theft and mysterious disappearance.
- e. The bond or policy shall not contain a condition requiring an arrest and conviction.

Exhibit B to Ground Lease

Exhibit C to Ground Lease

Encumbrances

1. Rental Assistance Demonstration Use Agreement dated as of the date of this Lease, for the benefit of and agreed to by the United States Department of Housing and Urban Development, acting by and through the Secretary, his or her successors, assigns or designates, Landlord and Tenant.
2. All other encumbrances on the Tenant's title insurance policy issued by Stewart Title and Trust Insurance Company in connection with the Ground Lease.

Exhibit D to Ground Lease

Form of Memorandum of Ground Lease

Prepared by and after recording,
please mail to:

Travys Harvey, Esq.
Harvey Law PLLC
7702 East Doubletree Ranch Road, Suite 300
Scottsdale, AZ 85258

MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE (this "Memorandum") is made as of _____, 2024 (the "Effective Date"), by and between the Villas on McQueen, LLC, an Arizona limited liability company, located at 200 North Main Street, Oregon, Wisconsin, 53575, Chandler, Arizona 85225 (hereinafter "Tenant"), and City of Chandler, Arizona, a municipal corporation of the State of Arizona, located at 175 South Arizona Avenue, Chandler, Arizona 85225 (hereinafter "Landlord").

WHEREAS, Landlord and Tenant have executed that certain Ground Lease dated as of the Effective Date (the "Ground Lease") for the property more particularly described on Exhibit A attached hereto (the "Premises").

WHEREAS, the Landlord and Tenant wish to record this Memorandum in order to give constructive notice of the Ground Lease and of Landlord's and Tenant's interests and rights under the Ground Lease.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. All capitalized terms used in this Memorandum but not otherwise defined have the meaning given to them in the Ground Lease.
2. The Term of the Lease commenced on the Effective Date and shall expire the day preceding the ninety-ninth (99th) anniversary of the Effective Date, unless the Ground Lease is extended or sooner terminated.

3. Pursuant to Section 31.4 of the Ground Lease, the Ground Lease is subordinated to the Use Agreement in favor of HUD (each as defined in the Ground Lease). Such subordination is enforceable by HUD.

4. The lease of the Premises by Landlord to Tenant shall be subject to all of the terms, covenants and conditions set forth in the Ground Lease, all of which are incorporated by reference in this Memorandum as though fully set forth herein. In the event of any conflict between the terms, covenants and conditions of this Memorandum and the terms, covenants and conditions of the Ground Lease, the terms, covenants and conditions of the Ground Lease shall control. Unless otherwise provided herein, capitalized words and terms in this Memorandum shall have the same meaning ascribed to such words and terms as in the Ground Lease.

5. This Memorandum may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE 1 OF 2 TO MEMORANDUM OF GROUND LEASE]

“TENANT”

VILLAS ON MCQUEEN, LLC, an
Arizona limited liability company

By: Villas on McQueen MM, LLC, an
Arizona limited liability company, its
Managing Member

By: GEC Villas on McQueen, LLC, a
Wisconsin limited liability company, its
Manager

By: Gorman & Company, LLC, a
Wisconsin limited liability company, its
Manager

By: _____
Brian Swanton, President
STATE OF _____)
_____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, the _____ of Gorman & Company, LLC, a Wisconsin limited liability company, as Manager of GEC Villas on McQueen, LLC, a Wisconsin limited liability company, as Manager of Villas on McQueen MM, LLC, an Arizona limited liability company, as Managing Member of Villas on McQueen, LLC, an Arizona limited liability company, on behalf of said companies.

Notary Public

Notary Expiration Date

Signature of the Notary Public for the Tenant

[STAMP/SEAL]

[SIGNATURE PAGE 2 OF 2 TO MEMORANDUM OF GROUND LEASE]

“LANDLORD”

CITY OF CHANDLER, a political subdivision of the State of Arizona

By: _____
Name: _____
Title: City Manager

Attest:

By: _____
Name: _____
Title: City Clerk

Approved as to form:

By: _____
(Asst.) City Attorney

STATE OF ARIZONA)
) ss
County of Maricopa)

On this the _____ day of _____, 2024, before me, a Notary Public, personally appeared _____, as _____ of City of Chandler, known to me or satisfactorily proven to be the person whose name is subscribed to this Memorandum of Lease and acknowledged that he/she executed the same. If this person’s name is subscribed in a representative capacity, it is for the principal named and in the capacity indicated.

Notary Expiration Date

Signature of the Notary Public for the
Landlord

[STAMP/SEAL]

EXHIBIT A to Memorandum of Ground Lease

Legal Description of the Premises

LEGAL DESCRIPTION (LOT 1-NET)

A PARCEL LOCATED IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING BRASS CAP IN HAND HOLE ACCEPTED AS THE NORTHWEST CORNER OF SAID SECTION 35 FROM WHICH A BRASS CAP IN HAND HOLE ACCEPTED AS THE WEST QUARTER CORNER OF SAID SECTION 35 THEREOF BEARS SOUTH 00 DEGREES 24 MINUTES 42 SECONDS WEST, A DISTANCE OF 2641.47 FEET;

THENCE SOUTH 00 DEGREES 24 MINUTES 42 SECONDS WEST, A DISTANCE OF 659.05 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION;

THENCE LEAVING SAID WEST LINE, SOUTH 89 DEGREES 35 MINUTES 18 SECONDS EAST, A DISTANCE OF 65.00 FEET TO THE EAST RIGHT OF WAY LINE OF MCQUEEN ROAD BEING THE POINT OF BEGINNING;

THENCE LEAVING SAID EAST LINE, NORTH 89 DEGREES 09 MINUTES 27 SECONDS EAST, A DISTANCE OF 116.16 FEET ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF THE MINOR LAND DIVISION MAP QUICK TRIP #450 RECORDED AS BOOK 1606, PAGE 48 RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID SOUTH LINE;

THENCE NORTH 00 DEGREES 23 MINUTES 35 SECONDS EAST, A DISTANCE OF 25.01 FEET;

THENCE NORTH 89 DEGREES 09 MINUTES 52 SECONDS EAST, A DISTANCE OF 147.89 FEET TO THE WEST LINE OF THE FINAL PLAT OF WATCHTOWER CARWASH AND OFFICES RECORDED AS BOOK 1739, PAGE 4 RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG SAID WEST LINE, SOUTH 00 DEGREES 23 MINUTES 35 SECONDS WEST, A DISTANCE OF 24.99 FEET TO THE SOUTH LINE OF SAID PLAT;

THENCE ALONG SAID SOUTH LINE, NORTH 89 DEGREES 09 MINUTES 27 SECONDS EAST, A DISTANCE OF 328.97 FEET TO THE NORTHWEST CORNER OF THE FINAL PLAT OF SENATE ACRES WEST RECORDED AS BOOK 200, PAGE 19 RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG THE WEST LINE OF SAID PLAT, SOUTH 00 DEGREES 22 MINUTES 6 SECONDS WEST, A DISTANCE OF 327.41 FEET TO THE SOUTH LINE OF THE FINAL PLAT OF S. & H. APARTMENTS RECORDED AS BOOK 204, PAGE 1 RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG SAID SOUTH LINE, SOUTH 89 DEGREES 10 MINUTES 48 SECONDS WEST, A DISTANCE OF 593.27 FEET TO THE EAST LINE OF MCQUEEN ROAD AS DEDICATED ON THE FINAL PLAT OF TRAILS END MANOR, RECORDED IN BOOK 287 OF MAPS, PAGE 46, OF OFFICIAL RECORDS, MARICOPA COUNTY, ARIZONA;

THENCE NORTH 00 DEGREES 24 MINUTES 42 SECONDS EAST, A DISTANCE OF 327.18 FEET TO THE POINT OF BEGINNING.

Schedule 17.7.C.

Approved Loans Approved Loans

Lender	Approved Loan Amount
<p>Capital One</p> <p>Notice Address:</p> <p>Capital One, National Association 299 Park Avenue, 14th Floor New York, New York 10171 Attention: Community Finance Portfolio Management</p> <p>With a copy to:</p> <p>Sidley Austin LLP 787 Seventh Avenue New York, New York 10019 Attention: Aviva Yakren, Esq.</p>	<p>\$30,000,000 Construction Loan (Bonds) \$ _____ Construction Loan (Taxable Loan)</p>
<p>Cedar Rapids Bank and Trust Company</p> <p>Notice Address:</p> <p>Cedar Rapids Bank and Trust Company 500 First Avenue Northeast Cedar Rapids, Iowa 52401 Attention: Sam Kramer</p> <p>With a copy to:</p> <p>Winthrop & Weinstine, P.A. 225 South Sixth Street, Suite 3500 Minneapolis, Minnesota 55402 Attention: Holly Stocker</p>	<p>[\$19,000,000] Permanent Loan (Bonds)</p>

Lender	Approved Loan Amount
<p>Cedar Rapids Bank and Trust</p> <p>Notice Address:</p> <p>Cedar Rapids Bank and Trust Company 500 First Avenue Northeast Cedar Rapids, Iowa 52401 Attention: Sam Kramer</p> <p>With a copy to:</p> <p>Winthrop & Weinstine, P.A. 225 South Sixth Street, Suite 3500 Minneapolis, Minnesota 55402 Attention: Holly Stocker</p>	<p>Obligations to Cedar Rapids Bank and Trust arising out of the ISDA 2002 Master Agreement and Schedule to the 2002 Master Agreement between Lessee and Cedar Rapids Bank and Trust, and related documents</p>
City of Chandler	\$415,056 HOME Loan (a “City Loan”)
City of Chandler	\$1,578,385 HOME ARP Loan (a “City Loan”)
City of Chandler	\$5,000,000 ARPA Loan (a “City Loan”)
<p>Arizona Department of Housing</p> <p>State of Arizona, Arizona Department of Housing 1110 West Washington Street, Suite 280 Phoenix, AZ 85007</p>	<p>\$4,000,000 SHTF Loan</p>



City Council Memorandum Neighborhood Resources Memo No.
NR24-009

Date: April 18, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Leah Powell, Neighborhood Resources Director
From: Karin Bishop, Community Development Senior Program Manager
Subject: Resolution No. 5793 Approving and Authorizing the City Manager to Allocate Fiscal Year 2024–2025 HOME Investment Partnerships Program Funds

Proposed Motion:

Move City Council pass and adopt Resolution No. 5793 approving and authorizing the City Manager or his designee to allocate Fiscal Year 2024-2025 HOME Investment Partnerships Program funds; authorizing execution of all contracts and subrecipient agreements; and authorizing the City Manager to take all actions necessary and prudent to implement the adopted FY 2024-2025 HOME funding allocations.

Background:

Each year, the City of Chandler receives federal HOME Investment Partnerships Program funding, administered by the United States Department of Housing and Urban Development (HUD), through the Maricopa HOME Consortium. Eligible HOME activities include building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to individuals with low- and moderate-income. HOME-funded activities proposed by the city are included in Maricopa County's Consolidated Plan and Annual Action Plan submitted to HUD.

The Chandler Housing and Human Services Commission (HHSC) approved the initial funding recommendations and contingency plan based on the anticipated formula funding for FY 2024-2025. HOME funds for FY 2024-2025 are proposed to be allocated to continue to support the Tenant-Based Rental Assistance

(TBRA) Program, housing individuals and family households experiencing homelessness in Chandler.

In compliance with HUD regulations and the Citizen Participation Plan, the city held a 30-day public comment period regarding the initial HOME funding recommendations and contingency plan. The public comment period began Friday, March 15, 2024, and ended Sunday, April 14, 2024. In addition, two public hearings were held on March 6, 2024, and April 10, 2024, to ensure multiple opportunities for input from the community regarding the initial HOME funding recommendations for FY 2024–2025 and contingency plan.

Discussion:

To date, HUD has not released the FY 2024-2025 annual allocation to Grantees. At HUD’s guidance, the City of Chandler has prepared funding recommendations and a contingency plan based on the anticipated formula funding that it received in the prior fiscal year. The City of Chandler recommends funding in the amount of \$415,056 to continue to support the Tenant-Based Rental Assistance (TBRA) Program, housing individuals and family households experiencing homelessness in Chandler, and \$27,670 for program administration. The contingency plan states that any increase or decrease in HOME funding for FY 2024-2025 will be applied to the TBRA program. The formula amount for program administration will also be adjusted based on the total HOME allocation to the city. The FY 2024-2025 HOME Program Description and Funding Recommendation is attached.

Financial Implications:

Federal HOME funds require a 25% local match; the required match is provided by each funding recipient. The City of Chandler pays for services supported by HOME funds and then submits a request for reimbursement to Maricopa County.

Attachments

Resolution No. 5793

FY 2024-25 HOME Program Description and Funding Recommendation

RESOLUTION NO. 5793

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AND AUTHORIZING THE CITY MANAGER TO ALLOCATE FISCAL YEAR 2024-2025 HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS; AUTHORIZING EXECUTION OF ALL CONTRACTS AND SUBRECIPIENT AGREEMENTS; AND AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY AND PRUDENT TO IMPLEMENT THE ADOPTED FISCAL YEAR 2024-2025 HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDING ALLOCATIONS.

WHEREAS, the City of Chandler anticipates receiving a Fiscal Year (“FY”) 2024-2025 annual allocation of federal HOME Investment Partnerships Program (“HOME”) funds through the Maricopa HOME Consortium through its entitlement from the United States Department of Housing and Urban Development (“HUD”) to use for the City’s FY 2024-2025 HOME program; and

WHEREAS, Title II of the Cranston-Gonzalez National Affordable Housing Act (the “Act”) makes available funds to assist the City of Chandler in creating a more viable community; and

WHEREAS, decent, safe, affordable housing is at the core of family stability and strong neighborhoods; and

WHEREAS, since 1982, the HOME program has expanded the supply of decent, safe, affordable housing; strengthened public-private partnerships; improved the lives of individuals with low- and moderate-income; and strengthened neighborhoods; and

WHEREAS, the HOME program provides no or low interest loans or grants for the rehabilitation of existing low-income homeowner properties; and

WHEREAS, the HOME program is cost effective and strengthens public-private partnerships by leveraging additional private resources for HOME projects; and

WHEREAS, the City of Chandler, as a member of the Maricopa HOME Consortium, has agreed to comply with the Citizen Participation Plan prepared by the Maricopa County Human Services Department on behalf of all HOME Consortium members for Community Development Block Grant and HOME funds; and

WHEREAS, the City of Chandler, in coordination with the City’s Housing and Human Services Commission, assessed needs, held two public hearings, and presented the draft FY 2024-2025 HOME funding recommendations for public consideration available for public comment for the HUD-required 30-day citizen participation review and comment period; and

WHEREAS, City of Chandler staff have worked in coordination with Maricopa County to prepare an Annual Action Plan for the Maricopa HOME Consortium for the use of HOME resources for FY 2024-2025.

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

- Section 1. Approving and authorizing the City Manager, or his designee to make, on behalf of the City, the submittal of an application to HUD, through the Maricopa HOME Consortium, for the City's FY2024-2025 HOME program funds.
- Section 2. Authorizing the City Manager, or his designee, to: (a) submit with the application all documents, submissions, plans, and materials required by the Act; and (b) prepare, submit, negotiate, and execute all contracts for services and to use the funds to be made available to the City under Title II of the Act for financing and implementation of all referenced City programs and projects.
- Section 3. Authorizing the City Manager, or his designee, to provide required policy and administrative assurances including civil rights, equal opportunity, citizen participation, relocation and property acquisition, environmental assurances, labor standards, and others as may be specified under federal law in 24 Code of Federal Regulations (CFR) Part 92.
- Section 4. Authorizing the City Manager, or his designee, to take those actions necessary and prudent to implement the City's HOME program for FY 2024-2025, including, but not limited to, executing contracts and subrecipient agreements, expending funds, hiring personnel or contractors, scheduling activities, establishing procedures for monitoring and evaluating program activities, and other steps necessary to ensure that the HOME program can be carried out in a timely and effective manner, including but not limited to establishing administrative procedures not inconsistent with federal, state or local law.

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. 5793 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

**CITY OF CHANDLER
FISCAL YEAR 2024-2025
HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)
PROGRAM DESCRIPTION AND FUNDING RECOMMENDATION**

HOME Housing Activities:

**City of Chandler Housing and Redevelopment – Tenant-Based Rental Assistance
Recommendation: \$415,056**

Funding to continue to provide a Tenant-Based Rental Assistance (TBRA) Program for 25 individuals or family households experiencing homelessness in Chandler. HOME TBRA funds will be used for direct housing assistance for a period of up to 24 months per household. TBRA participants will also receive individualized case management and supportive services to promote housing stability.



City Council Memorandum Neighborhood Resources Memo No.
NR24-008

Date: April 18, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Leah Powell, Neighborhood Resources Director
From: Karin Bishop, Community Development Senior Program Manager
Subject: Resolution No. 5792 Approving and Authorizing the City Manager to Execute and Submit the Community Development Block Grant Fiscal Year 2024–2025 Annual Action Plan to the United States Department of Housing and Urban Development; Authorizing Execution of All Subrecipient Contracts; and Authorizing the City Manager to Take All Action Necessary or Prudent to Implement the Approved Fiscal Year 2024-2025 Annual Action Plan

Proposed Motion:

Move City Council pass and adopt Resolution No. 5792 approving and authorizing the City Manager or designee to execute and submit the Community Development Block Grant Fiscal Year 2024–2025 Annual Action Plan to the United States Department of Housing and Urban Development; authorizing execution of all subrecipient contracts; and authorizing the City Manager or designee to take all action necessary or prudent to implement the approved FY 2024-2025 Annual Action Plan

Background:

Each year, the City of Chandler receives federal Community Development Block Grant (CDBG) funding, administered by the United States Department of Housing and Urban Development (HUD), to develop viable urban communities by providing decent housing and a suitable living environment and by expanding economic opportunities, principally for persons with low and moderate income. Funds support a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services.

As a prerequisite for receiving CDBG funding, the City of Chandler is required to prepare and submit an Annual Action Plan that serves as the formal application for the use of entitlement funds that are received by the City of Chandler. The Annual Action Plan defines the one-year activities in relationship to the five-year goals and objectives of the 2020-2025 Consolidated Plan approved by City Council on June 25, 2020.

From January 22, 2024, through March 13, 2024, the city conducted a public survey to identify community development priorities in Chandler. The survey, which was available in English and Spanish, was distributed widely through mechanisms including the city's website and social media, public facilities such as libraries, advisory boards and commissions, as well as through community partners including the Chandler Unified School District and non-profit organizations. Responses were received from 98 individuals; a summary is included in the attached Annual Action Plan document. Seventy-two percent of respondents were Chandler homeowners and 18 percent were Chandler renters. Creating and preserving housing for all incomes was identified as the top priority, followed closely by maintaining owner-occupied housing.

In compliance with HUD regulations and the Citizen Participation Plan, the city held a 30-day public comment period regarding the draft FY 2024-2025 Annual Action Plan, which included the Housing and Human Services Commission's funding recommendations based on anticipated formula funding for FY 2024–2025. The public comment period began Friday, March 15, 2024, and ended Sunday, April 14, 2024. In addition, two public hearings were held on March 6, 2024, and on April 10, 2024, to ensure multiple opportunities for input from the community regarding the draft FY 2024–2025 Annual Action Plan. Public comments received during the public comment period will be included in the finalized report submitted to HUD.

Discussion:

To date, HUD has not released the FY 2024-2025 annual allocation to Grantees. At HUD's guidance, the City of Chandler has prepared funding recommendations and a contingency plan based on the anticipated formula funding that it received in the prior fiscal year. A total of \$1,343,477 in CDBG funding recommendations are included in the FY 2024-2025 Annual Action Plan. The City will utilize \$268,695 for program administration, \$201,521 for Public Services, and \$873,261 for Capital Projects, Housing, and Neighborhood Revitalization. The contingency plan states that any increase or decrease in CDBG funding for FY 2024-2025 will be applied

to the City of Chandler's Community Navigation and Client Services Program, adhering to the fifteen percent statutory cap for public service activities, and to Homeowner Rehabilitation Program Activities. The formula amount for program administration will also be adjusted based on the total CDBG allocation to the city. The City's FY 2024-2025 CDBG Program Descriptions and Funding Recommendations are also attached.

Financial Implications:

The City of Chandler will utilize CDBG federal entitlement funds to support recommended program activities. No match is required. The City of Chandler pays for services supported by CDBG funds and then submits a request for reimbursement to HUD.

Attachments

Resolution No. 5792

FY 2024-25 Annual Action Plan

FY 2024-25 CDBG Program Descriptions and Funding Recommendations

RESOLUTION NO. 5792

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND SUBMIT THE COMMUNITY DEVELOPMENT BLOCK GRANT FISCAL YEAR 2024–2025 ANNUAL ACTION PLAN TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AUTHORIZING EXECUTION OF ALL SUBRECIPIENT CONTRACTS; AND AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTION NECESSARY OR PRUDENT TO IMPLEMENT THE APPROVED FISCAL YEAR 2024-2025 ANNUAL ACTION PLAN.

WHEREAS, as a prerequisite for receiving federal Community Development Block Grant (“CDBG”) funding, the City of Chandler is required to prepare and adopt an Annual Action Plan each year, to be sent to the United States Department of Housing and Urban Development (“HUD”) to establish priorities for future funding decisions; and

WHEREAS, the City of Chandler, as a member of the Maricopa HOME Consortium, has agreed to comply with the Citizen Participation Plan prepared by the Maricopa County Human Services Department on behalf of all HOME consortium members for both CDBG and HOME Investment Partnership Program funds; and

WHEREAS, the City of Chandler, in coordination with the City’s Housing and Human Services Commission, assessed needs, held two public hearings, and presented the draft Fiscal Year (“FY”) 2024–2025 Annual Action Plan for public consideration by making it available for public comment for the HUD-required 30-day citizen participation review and comment period; and

WHEREAS, this Council has determined by reviewing all pertinent information that it is necessary and in the best interest of the City of Chandler to approve and authorize the submittal of the CDBG FY 2024–2025 Annual Action Plan to HUD.

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

- Section 1. Approves and adopts the CDBG FY 2024–2025 Annual Action Plan, a copy of which will be kept on file in the office of the City of Chandler’s Director of Neighborhood Resources.
- Section 2. Authorizes the City Manager, or his designee, to execute and submit the CDBG FY 2024–2025 Annual Action Plan with all documents and materials as may be required to HUD for final approval.
- Section 3. Authorizes the City Manager, or his designee, to provide the required policy and administrative assurances including civil rights, equal opportunity, citizen participation, relocation and property acquisition, environmental assurances, labor standards, and others as may be required by federal law.

Section 4. Authorizes the City Manager, or his designee, to take those actions necessary and prudent to implement the City's CDBG program for FY 2024-2025, including, but not limited to, executing subrecipient contracts, expending funds, hiring personnel or contractors, scheduling activities, establishing procedures for monitoring and evaluating program activities, and other steps necessary to ensure that the CDBG program can be carried out in a timely and effective manner, including but not limited to establishing administrative procedures not inconsistent with federal, state or local law.

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. 5792 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

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The City of Chandler has prepared its Annual Action Plan (AAP) for Fiscal Year (FY) 2024-2025 that details the available resources and activities related to the Community Development Block Grant (CDBG) program. The City of Chandler receives an annual entitlement allocation of CDBG funds from the United States Department of Housing and Urban Development (HUD). The City of Chandler also receives HOME Investment Partnerships funds (HOME) from Maricopa County, which is the “lead agency” for the Maricopa County HOME Consortium (HOME Consortium). The City of Chandler is a participating member of the HOME Consortium and receives an annual allocation of HOME funds. Chandler HOME-funded activities are included in Maricopa County’s Annual Action Plan. These programs represent affordable housing and community development investments in decent, safe, and affordable housing, suitable living environment, and expanded economic opportunities.

The Annual Action Plan defines one-year activities for FY 2024-2025 in relationship to the five-year goals and objectives of the City's 2020-2025 Consolidated Plan. In order to receive these federal funds, the City of Chandler is required to submit a Five-Year Consolidated Plan and Annual Action Plan for HUD approval. The Consolidated Plan contains a strategic plan for addressing affordable housing, community development, supportive housing, and homeless needs within the Chandler community, and a specific one-year action plan for the use of these HUD Resources. The Consolidated Plan contains priorities, goals, performance outcome objectives, and implementation strategies for each of the Plan’s elements. The Annual Action Plan is a one-year plan that describes the activities that will be conducted to address the needs described in the Consolidated Plan. The FY 2024-2025 Annual Action Plan is the fifth year of the current Five-Year Consolidated Plan.

As of March 14, 2024, HUD has not released FY 2024-2025 annual allocation information to Grantees. The City of Chandler’s deadline to submit its Annual Action Plan for FY 2024-2025 to HUD is May 15, 2024.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The goal of the CDBG program is to develop viable communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for persons with low and moderate income. Funds support a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services. These goals are further explained as follows:

- Providing decent housing means helping persons experiencing homelessness obtain appropriate housing and assisting those at-risk of homelessness; preserving the affordable housing stock; increasing availability of permanent housing that is affordable to individuals with low and moderate income without discrimination; and increasing the supply of supportive housing.
- Providing a suitable living environment entails improving the safety and livability of neighborhoods; increasing access to quality facilities and services; and increasing housing opportunities for individuals with low income.
- Expanding economic opportunities involves creating jobs that are accessible to individuals with low and moderate income; making down payment and closing cost assistance available for persons with low and moderate income; promoting long-term economic and social viability; and empowering persons with low income to achieve self-sufficiency.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City of Chandler's evaluation of its past performance has been completed with the Consolidated Annual Performance and Evaluation Report (CAPER). This report states the objectives and outcomes identified in each year's Annual Action Plan and includes an evaluation of past performance through measurable goals and objectives compared to actual performance. The CAPER can be found on the City's website at: <https://www.chandleraz.gov/residents/neighborhood-resources/community-development/plans-and-reports>

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

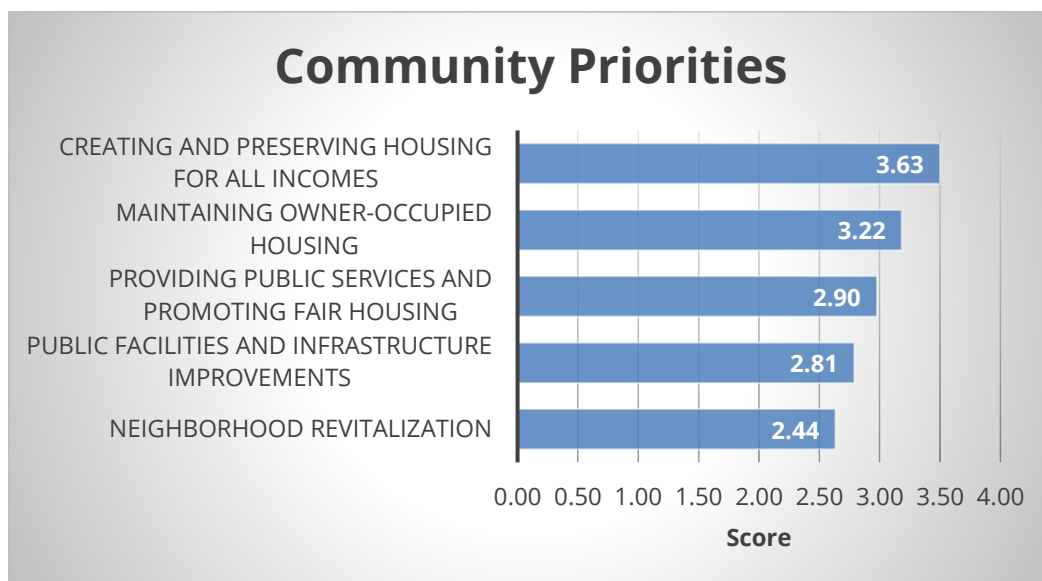
Throughout the development of the City of Chandler's Annual Action Plan for Fiscal Year 2024-2025, the City provided several opportunities for public input and comment. The City of Chandler conducted a survey for a period of 52 days, which was made available to the public and key stakeholders to identify community development and housing needs in Chandler. The survey (available in English and Spanish), along with its associated QR code to scan and take the survey was promoted and distributed through various methods including but not limited to: local neighborhood meeting, social media, public housing and housing choice voucher resident emails, PHA Resident Advisory Board meeting, Mayor's Committee for People with Disabilities, Housing and Human Services Commission, local health clinics, Chandler

Unified School District Title I schools (e.g. Galveston Elementary), Chandler libraries, local nonprofits serving individuals/families with low and moderate income, and Maricopa Association of Governments (MAG) email distribution. Additionally, survey information was promoted using electronic signs and QR codes that were posted in City facilities, and the survey link was available on the City’s website. Paper copies of the survey were also available (in English and Spanish) in multiple locations including during the PHA Resident Advisory Board meeting, and in the Neighborhood Resources lobby where residents who are low or moderate income frequently visit to seek services. A total of 98 surveys were received. Responses helped guide the City in developing the Annual Action Plan for FY 2024-2025.

Survey respondents included a diverse representation of community residents by household income.

Answer Choices	Responses	
Less than \$25,000	8.4%	8
\$25,001 - \$44,999	8.4%	8
\$45,000 - \$64,999	7.4%	7
\$65,000 - \$84,999	9.5%	9
\$85,000 - \$99,999	10.5%	10
\$100,000 - \$124,999	9.5%	9
\$125,000 - \$149,999	14.7%	14
\$150,000 – 199,999	12.6%	12
\$200,000 or more	18.9%	18
Answered		95
Skipped		3

The five (5) goals identified in the 2020-2025 Consolidated Plan were prioritized by survey respondents as follows:



The City conducted two public hearings during public meetings of the Housing and Human Services Commission (HHSC); one was held on March 6, 2024 prior to the development of the Annual Action Plan, and a second public hearing was held on April 10, 2024 to solicit comments after the development of the draft Annual Action Plan and during the public comment period. The public hearings allowed for open public access to the public meetings, facilitated public access to all questions and responses, and allowed for timely responses from Community Development staff. The platform used for the public hearings ensured equal access and opportunity for all residents to participate in the process.

There was a 30-day public comment period from March 15, 2024 to April 14, 2024. The public hearings and public comment period were announced through an advertisement in the Arizona Republic and La Voz, posted on the City's website and social media, and was posted in public locations including the City Clerk's office, and the Neighborhood Resources Department office. The public hearing notice (in English and Spanish) included the meeting location, date, time, key staff contacts, topics to be considered, and the beginning and ending dates of the public comment period. The notice also included information for citizens requesting reasonable accommodations for a disability. In addition to commenting at the public hearing, citizens were invited to submit written comments to the Neighborhood Resources Department by mail, phone or email at community.development@chandleraz.gov.

An email communication was sent to all public housing and housing choice voucher (Section 8) residents to obtain feedback on the draft Annual Action Plan.

Public comments received during the public comment period will be incorporated into the final Annual Action Plan submitted to the U.S. Department of Housing and Urban Development. Final approval from the Chandler City Council will be held on April 18, 2024.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

No public comments have been received prior to the release of the draft Annual Action Plan. A summary of public comments received will be included and attached to the final Annual Action Plan submitted to the U.S. Department of Housing and Urban Development.

6. Summary of comments or views not accepted and the reasons for not accepting them

N/A

7. Summary

This plan continues to focus on efforts to address affordable housing, housing and non-housing community development needs, supportive housing, and homeless needs in the Chandler community.

The plan also incorporates a comprehensive and coordinated strategy for implementing programs that utilize CDBG and HOME funds.

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	CHANDLER	
CDBG Administrator		Neighborhood Resources Department
HOME Administrator		

Table 1 – Responsible Agencies

Narrative

The City of Chandler is the “lead agency” for receiving Community Development Block Grant (CDBG) funds. The City of Chandler is also a member of the Maricopa County HOME Consortium (HOME Consortium). Maricopa County Human Services Department – Housing and Community Development Division (MCHSD) is the “lead agency” for receiving HOME Investment Partnerships Program (HOME) funds, on behalf of the HOME Consortium. The City of Chandler receives HOME funds as a participating member of the HOME Consortium. The Neighborhood Resources Department is responsible for the administration of the CDBG grant program, and works in collaboration with Maricopa County to administer the HOME grant program. The City of Chandler Neighborhood Resources Department is also responsible for the submission of the Five-Year Consolidated Plan, Annual Action Plan and the Consolidated Annual Performance and Evaluation Report (CAPER) for the CDBG program, and provides information regarding HOME-related activities in Chandler to Maricopa County for inclusion in their Five-Year Consolidated Plan, Annual Action Plan and the Consolidated Annual Performance and Evaluation Report (CAPER). The City of Chandler’s planned utilization of HOME funds is reflected in Maricopa County’s Consolidated Plan and Annual Action Plan.

Consolidated Plan Public Contact Information

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Community Development Division
235 S. Arizona Avenue
Chandler, AZ 85225
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community.development@chandleraz.gov

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Chandler consulted with key stakeholders and citizens regarding affordable housing, housing and non-housing community development needs, supportive housing, and homeless needs in formulating Chandler's 2019 Community Needs Assessment (CNA). The 2019 CNA served as a guide in developing goals and objectives for the 2020-2025 Consolidated Plan and planned activities for the Annual Action Plan process. For the FY 2024-2025 Annual Action Plan, the City consulted with the Maricopa Association of Government, Maricopa Regional Continuum of Care, Chandler Public Housing Authority (PHA), residents of public housing and residents with housing choice vouchers, Maricopa County HOME Consortium, various City of Chandler departments, Housing and Human Services Commission, local nonprofits serving residents with low and moderate incomes, and community volunteers represented by Chandler residents who are leaders from a multitude of industries and perspectives including but not limited to education, healthcare, public housing, nonprofit, and private and public business entities.

Additionally, the City of Chandler conducted a survey for a period of 52 days, which was made available to the public and key stakeholders to identify community development and housing needs in Chandler. The survey (available in English and Spanish), along with its associated QR code to scan and take the survey was promoted and distributed through various methods including but not limited to: local neighborhood meeting, social media, public housing and housing choice voucher resident emails, PHA Resident Advisory Board meeting, Mayor's Committee for People with Disabilities, Housing and Human Services Commission, local health clinics, Chandler Unified School District Title I schools (e.g. Galveston Elementary), Chandler libraries, local nonprofits serving individuals/families with low and moderate income, and Maricopa Association of Governments (MAG) email distribution. Additionally, survey information was promoted using electronic signs and QR codes that were posted in City facilities, and the survey link was available on the City's website. Paper copies of the survey were also available (in English and Spanish) in multiple locations including during the PHA Resident Advisory Board meeting, and in the Neighborhood Resources lobby where residents who are low or moderate income frequently visit to seek services. A total of 98 surveys were received. Responses helped guide the City in developing the Annual Action Plan for FY 2024-2025.

The City held a combination of public meetings, public hearings, and stakeholder meetings were announced through the use of newspaper advertisements, website announcements, social media and public notices.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

Additionally, the City of Chandler is an active member of For Our City Chandler (FOCC), a network of faith and community-based organizations, nonprofit and service agencies, health care providers, businesses and City of Chandler departments, working together in unity and compassion to help Chandler residents. Through participation in FOCC, the City keeps its finger on the pulse of residents' needs and partners to enhance the coordination and delivery of a multitude of services and activities throughout the community.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Chandler is an active participating member of the Maricopa Regional Continuum of Care and currently serves on several subcommittees including but not limited to the Local Jurisdiction Subcommittee, Human Services Technical Committee, Emergency Shelter Work Group and previously served in a leadership on the Governing Board. Through this collaboration, the City works with other government agencies, service organizations and community partners to develop policies and programs reflective of best practices in ending homelessness to include policies and practices governing the administration of Coordinated Entry and HMIS. In addition, the City utilizes CDBG, HOME and local funds to support nonprofit organizations serving individuals experiencing homelessness, and to provide services directly to individuals experiencing unsheltered homelessness in Chandler through its homeless navigation program "Chandler Connect."

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Chandler is not an ESG Grantee.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	AZCEND
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency staff and clients invited to participate in completing the survey, increasing the likelihood of resident needs being addressed.
2	Agency/Group/Organization	Boys & Girls Clubs of the Valley
	Agency/Group/Organization Type	Services-Children Child Welfare Agency Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency staff and clients invited to participate in completing the survey, increasing the likelihood of resident needs being addressed.
3	Agency/Group/Organization	CARE Center
	Agency/Group/Organization Type	Services-Children Services-homeless Services-Health
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency staff and clients invited to participate in completing the survey, increasing the likelihood of resident needs being addressed.
4	Agency/Group/Organization	City of Chandler - Development Services
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide Agency - Managing Flood Prone Areas Agency - Management of Public Land or Water Resources Agency - Emergency Management Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This City division was consulted on the development of the Annual Action Plan. The department represents the City in the development of the Maricopa County Multi-Jurisdictional Hazard Mitigation Plan.

5	Agency/Group/Organization	City of Chandler – Housing and Redevelopment
	Agency/Group/Organization Type	Housing PHA Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Service-Fair Housing Services - Victims Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy Market Analysis Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This City division participated in public meetings and assisted in promoting survey participation from public housing and housing choice voucher residents. Works closely with Community Development, Development Services and Public Works in addressing resident needs.

6	Agency/Group/Organization	City of Chandler – Neighborhood Preservation (Code Enforcement and Neighborhood Programs)
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This City division works closely with Community Development in addressing resident needs.
7	Agency/Group/Organization	Child Crisis Arizona
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Victims of Domestic Violence Services-homeless Services - Victims Child Welfare Agency
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency staff and clients invited to participate in completing the survey, increasing the likelihood of resident needs being addressed.

8	Agency/Group/Organization	Chandler Unified School District (Title I schools)
	Agency/Group/Organization Type	Services-Children Services-Education Publicly Funded Institution/System of Care Services-Children Other Government-Local
	What section of the Plan was addressed by Consultation?	Homeless Needs-Families with Children Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency staff and clients invited to participate in completing the survey, increasing the likelihood of resident needs being addressed.
9	Agency/Group/Organization	Dignity Health
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-Health Health Agency Regional Organization Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Homeless Needs-Families with Children Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency staff and clients invited to participate in completing the survey, increasing the likelihood of resident needs being addressed.
10	Agency/Group/Organization	East Valley Jewish Community Center
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Education
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency staff and clients invited to participate in completing the survey, increasing the likelihood of resident needs being addressed.
11	Agency/Group/Organization	Mayor's Committee for People with Disabilities
	Agency/Group/Organization Type	Services-Persons with Disabilities Other government - Local Business and Civic Leaders Other
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Invited to participate in completing the survey, increasing the likelihood of resident needs being addressed.
12	Agency/Group/Organization	Housing and Human Services Commission
	Agency/Group/Organization Type	Other government - Local Business and Civic Leaders

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The commission makes funding recommendations to City Council for federal funds and general funds to address the human service needs of Chandler residents, particularly those households with low and moderate income.
13	Agency/Group/Organization	ICAN
	Agency/Group/Organization Type	Services-Children Child Welfare Agency Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency staff and clients invited to participate in completing the survey, increasing the likelihood of resident needs being addressed.

14	Agency/Group/Organization	Maricopa Association of Governments
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Victims of Domestic Violence Services-Homeless Other Government-County Other Government-Local Regional Organization Planning Organization Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs-Chronically homeless Homeless Needs-Families with children Homelessness Needs-Veterans Homelessness Needs-Unaccompanied Youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency staff and members invited to participate in completing the survey, increasing the likelihood of resident needs being addressed.

15	Agency/Group/Organization	Mesa United Way
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency staff and clients invited to participate in completing the survey, increasing the likelihood of resident needs being addressed.

16	Agency/Group/Organization	Maricopa Regional Continuum of Care
	Agency/Group/Organization Type	Housing Services - Housing Services-Homeless Other Government-County Other Government-Local Regional Organization Planning Organization Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs-Chronically homeless Homeless Needs-Families with children Homelessness Needs-Veterans Homelessness Needs-Unaccompanied Youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency staff and members invited to participate in completing the survey, increasing the likelihood of resident needs being addressed.
17	Agency/Group/Organization	Valley of the Sun YMCA
	Agency/Group/Organization Type	Services-Children Services-Education Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide Regional organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Agency staff and clients invited to participate in completing the survey, increasing the likelihood of resident needs being addressed.
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Identify any Agency Types not consulted and provide rationale for not consulting

n/a

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Maricopa Association of Governments	The City of Chandler aligned its priorities in addressing housing for all incomes with the strategies identified by the Continuum of Care.
Homelessness Report 2014-2018	Maricopa Association of Governments	The City of Chandler aligned its priorities in addressing housing for all incomes with the strategies identified in the Homelessness Report.
Chandler PHA Annual Administrative Plan	City of Chandler Housing and Redevelopment	The Chandler PHA focuses its efforts in providing affordable rental housing opportunities and access for participants to learn new skills and to move toward self-sufficiency.
2019 Housing Needs Assessment	Greun, Gruen + Associates	The City of Chandler is utilizing this plan to consider increased opportunities for affordable rental housing in Chandler.
2019 Community Needs Assessment	Crescendo Consulting Group	The City of Chandler Community Development and Resources Division is utilizing this plan to consider funding priorities for allocation of federal funds and its general fund allocations for human services in Chandler.
Dignity Health Community Health Assessment	Dignity Health Chandler Regional Medical Center	The City of Chandler aligned its priorities in addressing housing for all incomes with the strategies identified in the Chandler Regional Medical Center, Community Health Assessment.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Analysis of Impediments to Fair Housing Choice	Maricopa County	The City of Chandler seeks to reduce impediments to fair housing choice for its residents by aligning its Fair Housing efforts with recommendations made in the regional Analysis of Impediments.
Pathways Home: A Regional Homelessness Action Plan	Maricopa Association of Governments	The City of Chandler works collaboratively with local and tribal governments across Maricopa County to address homelessness through a robust regional approach. Plan Name: Pathways Home: A Regional Homelessness Action Plan for Local and Tribal Governments.
Chandler Regional Medical Center-Community Benefit 2021 Report and 2022 Plan	Dignity Health Chandler Regional Medical Center	The City of Chandler aligned its priorities in providing housing/homelessness services with the strategies identified in the Chandler Regional Medical Center, Community Benefit 2021 Report and 2022 Plan.

Table 3 - Other local / regional / federal planning efforts

Narrative

This section is optional and was left blank intentionally.

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Throughout the development of the City of Chandler's Annual Action Plan for Fiscal Year 2024-2025, the City provided several opportunities for public input and comment. The City held two public hearings to discuss available resources and community needs and priorities - one with the Housing and Human Services Commission (HHSC) on March 6, 2024 and a second with the HHSC on April 10, 2024.

The City held a public comment period on the draft Annual Action Plan from March 15, 2024 to April 14, 2024, and the draft was also available for review at the Neighborhood Resources Department or online at <https://www.chandleraz.gov/residents/neighborhood-resources/community-development/plans-and-reports>. The Housing and Human Services Commission (HHSC) reviewed and recommended approval of the Annual Action Plan to City Council. The Chandler City Council is scheduled to approve the Annual Action Plan at a public meeting on April 28, 2024. A summary of public comments received will be included and attached to the Annual Action Plan submitted to the United States Department of Housing and Urban Development (HUD).

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted/Broad Community Minorities Non-English Speaking (Spanish)	Public notices were posted on the City's website and City Clerk's office providing the public with information about upcoming public meetings and public hearings. Public notices for public hearings were made available in English and Spanish and posted in a local newspaper with general circulation in the community, and also posted in the Neighborhood Resources office.	n/a	n/a	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Notices	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	In compliance with the Citizen Participation Plan, public notices (in English and Spanish) were posted outside the Neighborhood Resources building and also posted at City Clerk's office, in an effort to provide the public with information about upcoming public meetings and public hearings.	n/a	n/a	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Hearing	<p>Minorities</p> <p>Non-English Speaking - Specify other language: Spanish</p> <p>Persons with disabilities</p> <p>Non-targeted/broad community</p> <p>Residents of Public and Assisted Housing</p>	Two public hearings were held. One public hearing was held at the Housing and Human Services Commission (HHSC) meeting on March 6, 2024, during the development of the draft plan, and a second public hearing was held at the HHSC meeting on April 10, 2024, during the public comment period.	n/a	n/a	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Internet Outreach	Non-targeted/Broad Community Minorities Non-English Speaking (Spanish) Residents of Public and Assisted Housing Other (Non-Profits)	The City utilized social media and the City's website to communicate throughout the development of the City of Chandler's 2024-2025 Annual Action Plan, providing several opportunities for public input and comment. The draft Annual Action Plan was made available on the City's website during the 30-day public comment period for all interested parties to view and provide comment. Public notices were also posted (in English and Spanish) on the City's website announcing the public meeting, public hearings, and 30-day public comment period.	n/a	n/a	https://www.chandleraz.gov/residents/neighborhood-resources/community-development/plans-and-reports
5	Public Meeting	Non-targeted/broad community	The Human Services Commission (HHSC) reviewed and recommended approval of the Annual Action Plan to City Council. The Chandler City Council is scheduled to approve the Annual Action Plan at a public meeting on April 18, 2024. The agenda items were posted for public input according to Open Meeting Law statutes by the City Clerk's Office.	n/a	n/a	https://www.chandleraz.gov/government/departments/city-clerks-office/city-council-meetings

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
6	Other - Resident Advisory Board Meeting	<p>Minorities</p> <p>Non-English Speaking (Spanish)</p> <p>Persons with Disabilities</p> <p>Residents of Public and Assisted Housing</p>	Staff attended the Resident Advisory Board meeting on January 25, 2024, during the development of the Annual Action Plan to solicit feedback regarding the Annual Action Plan from public housing and housing choice voucher (Section 8) residents.	n/a	n/a	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The City of Chandler receives Community Development Block Grant funding from the United States Department of Housing and Urban Development (HUD) as an 'entitlement community' and is the CDBG lead agency; funds are received based on an annual formula.

The City also receives HUD HOME funding as a member of the Maricopa County HOME Consortium (HOME Consortium). The HOME Consortium is a legal entity created through an intergovernmental agreement between Maricopa County, the Cities of Avondale, Chandler, Glendale, Peoria, Scottsdale, Surprise, Tempe and the Town of Gilbert. Each HOME Consortium member receives a pro rata share of funds and uses them to meet the needs of their community. The County's Five-Year Consolidated Plan and Annual Action Plans also include the housing needs and activities of Chandler.

Numerous local resources leverage HUD funding to address the needs of Chandler residents. Local funds listed below are allocated annually. Applications are reviewed by the Housing and Human Services Commission and funding recommendations are made to the Chandler City Council.

- *Social Services Fund.* Each fiscal year, the City allocates funding to nonprofit agencies that provide supportive public services to Chandler residents with low and moderate income.
- *Acts of Kindness Program.* The Acts of Kindness (AOK) donation program was developed in July 2000 to give residents an opportunity to voluntarily contribute \$1 with their utility payment each month. AOK supports public service programs that provide basic needs such as food, shelter, clothing, medical services and transportation to Chandler residents with low and moderate income.
- *Youth Enhancement Program.* The Youth Enhancement Program supports the development and operation of programs for youth activities, scholarships, sports activities, mentoring, intervention and learning programs.
- *Veteran's Transportation.* The Veteran's Transportation Program funds agencies that provide transportation to service centers and other

locales for Veterans with low income.

Additional local funds are used to leverage funding by supporting staff and resources within the Neighborhood Resources Department including services to individuals experiencing homelessness.

Federal funds, including those administered by the State of Arizona such as the Low Income Housing Tax Credit Program and National Housing Trust Fund as well as Public Housing and Section 8 (Housing Choice Voucher) programs are critical resources to leverage CDBG and HOME funds.

The City of Chandler also applies for other state and foundation funding to leverage these local and federal funds.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 4				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition; Admin and Planning; Economic Development; Housing; Public Improvements; Public Services	1,343,477	0		1,343,477	0	Community Development Block Grant (CDBG) funds may be used for a variety of activities that meet the needs of low- and moderate-income residents and communities. Eligible activities are public services, economic development, and capital improvements such as infrastructure, facilities, and housing. Each activity must meet a HUD objective.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

In addition to its annual CDBG entitlement allocation, the City may receive program income from the operation of its owner-occupied housing rehabilitation program. These funds will be reinvested into the housing rehabilitation program. The City may also have prior year resources that may become available upon fiscal year end. These funds will be re-allocated through the City's procurement process.

Social Services, Youth Enhancement, Veteran's Transportation and Acts of Kindness Fund leverage federal funds for public services activities. Local bond funds supplement federal funding for capital improvements projects. HOME matching requirements are met on a project-by-project basis, with all match funds currently retained by Maricopa County.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Chandler owns five public housing sites, 103 scattered site houses and several vacant parcels of land. In the next few years, these assets will be considered for potential development or redevelopment to increase affordable housing opportunities for Chandler residents with low and moderate income.

Discussion

This section is optional and was left blank intentionally.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Creating and Preserving Affordable Housing	2020	2025	Affordable Housing Public Housing	Citywide	Affordable Rental Housing Public Services and Fair Housing	CDBG: \$250,000	Other: 50 Households
3	Support Public Services and Promote Fair Housing	2020	2025	Homeless Non-Housing Community Development	Citywide	Public Services and Fair Housing	CDBG: \$201,521	Public service activities other than Low/Moderate Income Housing Benefit: 350 Persons Assisted
5	Neighborhood Revitalization	2020	2025	Non-Housing Community Development	CDBG Eligible Areas	Neighborhood Revitalization	CDBG: \$115,000	Housing Code Enforcement/Foreclosed Property Care: 11000 Household Housing Unit
7	Maintain Owner-Occupied Housing	2020	2025	Affordable Housing	Citywide	Affordable Owner-Occupied Housing	CDBG: \$508,261	Homeowner Housing Rehabilitated: 12 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
8	Administration	2020	2025	Administration	Citywide CDBG Eligible Areas	Affordable Rental Housing Affordable Owner-Occupied Housing Public Services and Fair Housing Improve or Develop Public Facilities Neighborhood Revitalization	CDBG: \$268,695	Other: 1 Other

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Creating and Preserving Affordable Housing
	Goal Description	Acquisition and rehabilitation of housing units to expand affordable housing options for households with low and moderate income.
3	Goal Name	Support Public Services and Promote Fair Housing
	Goal Description	Provide needed public services within the City of Chandler to persons with predominately low and moderate income using CDBG funds not to exceed the 15% annual expenditure limit, unless a waiver is provided by HUD due to emergency situations such as COVID-19 pandemic. Clients assisted may include persons experiencing homelessness, at-risk of homelessness, or have special needs.

5	Goal Name	Neighborhood Revitalization
	Goal Description	Improve living conditions and foster neighborhood preservation through targeted code enforcement activities in CDBG-eligible areas, and provide referrals for assistance to households with low and moderate income.
7	Goal Name	Maintain Owner-Occupied Housing
	Goal Description	Support housing rehabilitation programs for Chandler homeowners. Improve neighborhood conditions and living conditions for homeowners with low and moderate income through emergency repairs, minor repairs, ADA modifications and exterior improvements to housing units.
8	Goal Name	Administration
	Goal Description	Administer funds in accordance with program requirements.

AP-35 Projects - 91.420, 91.220(d)

Introduction

The following projects will be funded using CDBG funds in the 2024 Annual Action Plan. The City of Chandler's planned HOME activities are included in Maricopa County's Annual Action Plan. Section 8, Public Housing Capital Funds and General Funds are not included in these projects and will be dedicated to non-CDBG funded activities.

#	Project Name
1	Client Services
2	Public Housing Youth Program
3	Code Enforcement in Low-Mod Neighborhoods
4	Homeowner Rehabilitation
5	Relocation Assistance
6	CDBG Administration

Table 7 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City is retaining all CDBG funds for internal programs and services and to continue to support homeowner rehabilitation operations and program activities. A significant portion of the homeowner rehabilitation funds may be allocated through a separate request for proposal (RFP) process. A scope of work will be developed and the City will conduct a procurement process to secure contracted services for the Homeowner Rehabilitation Activities. The City requires all recipients of CDBG funding to include a performance measurement strategy that demonstrates proposed services will enhance the lives of City residents and meet identified needs. The strategy quantifies activities, program goals, target population, where services performed, accomplishment information such as client demographics, projections of the number of individuals and households that will be served. Additionally, a detailed budget and budget narrative that provides a cost basis is required and will be monitored and tracked for timeliness of expenditures. The primary obstacle to addressing underserved needs is insufficient funding and limitations of funding sources. In addition, many nonprofit agencies serve multiple jurisdictions in the region and few are dedicated solely to providing services in Chandler.

AP-38 Project Summary
Project Summary Information

1	Project Name	Client Services
	Target Area	Citywide
	Goals Supported	Support Public Services and Promote Fair Housing
	Needs Addressed	Public Services and Fair Housing
	Funding	CDBG: \$151,521
	Description	Client services for Chandler residents experiencing homelessness, housing insecurity, or crisis intervention.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	200 Low/Moderate Clientele
	Location Description	Citywide
	Planned Activities	<p>Provide community navigation and client services to individuals experiencing unsheltered homelessness in Chandler. This funding helps to identify and establish relationships; coordinate care and communications with appropriate service providers; facilitate access to housing; and provide support and advocacy necessary to maintain housing.</p> <p>City of Chandler Community Development and Resources Division - Client Services / \$151,521 / LMC 570.208(a)(2) / Activities include the CDBG-eligible Matrix Code: 03T Homeless/AIDS Patients Programs, 24 CFR 570.201(e) or 42 USC 5305(a)(8) + 24 CFR 570.482(c)(2).</p>
2	Project Name	Public Housing Youth Program
	Target Area	Citywide
	Goals Supported	Support Public Services and Promote Fair Housing
	Needs Addressed	Public Services and Fair Housing
	Funding	CDBG: \$50,000
	Description	Activities are offered after school and during school breaks and include community sports and other specialized events. The after school program is held at four Public Housing family sites and offers homework assistance, arts and crafts, and indoor/outdoor recreation on regular school days.
	Target Date	6/30/2025

	Estimate the number and type of families that will benefit from the proposed activities	150 Low/Moderate Clientele
	Location Description	Citywide
	Planned Activities	<p>Provide after school and intersession programming to youth, ages 6-18, who reside in Chandler's four Public Housing family sites. Activities include academic support; mentoring; youth development; arts; books and reading services; and sports and recreation. Programming is offered Monday through Friday on regular school days at each public housing site. During intersession, youth from all four sites come together to participate in regular programming and special events. In the summer months, activities are offered in the morning for younger children, in the afternoon for all ages, and in the evening for teens.</p> <p>City of Chandler Housing and Redevelopment Division - Public Housing Youth Program / \$50,000 / LMC 570.208(a)(2) / Activities include the CDBG-eligible Matrix Code: 05D Youth Services, 24 CFR 570.201(e) or 42 USC 5305(a)(8) + 24 CFR 570.482(c)(2).</p>
3	Project Name	Code Enforcement in Low-Mod Neighborhoods
	Target Area	CDBG Eligible Areas
	Goals Supported	Neighborhood Revitalization
	Needs Addressed	Neighborhood Revitalization
	Funding	CDBG: \$115,000
	Description	Improve and revitalize neighborhoods and housing conditions through continued inspections and code enforcement in CDBG eligible areas.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	11,000 Low/Moderate Households
	Location Description	CDBG Eligible Areas

	Planned Activities	<p>Continue the systemic, proactive inspection program in CDBG eligible areas, with an emphasis on north Chandler. The program supports a Code Inspector specifically assigned to initiate code enforcement inspections and take necessary enforcement actions to remediate neighborhood degradation. Residents receive an advisory notice providing information about common code violations for self-evaluation and correction prior to inspection.</p> <p>City of Chandler Neighborhood Preservation Division - Code Enforcement in Low-Mod Neighborhoods / \$115,000 / LMA 570.208(a)(1) / Activities include the CDBG-eligible Matrix Code: 15 Code Enforcement, 24 CFR 570.202(c) or 42 USC 5305(a)(3).</p>
4	Project Name	Homeowner Rehabilitation
	Target Area	Citywide
	Goals Supported	Maintain Owner-Occupied Housing
	Needs Addressed	Affordable Owner-Occupied Housing
	Funding	CDBG: \$508,261
	Description	Owner-Occupied, Single Family Housing Rehabilitation Program
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	12 Low/Moderate Households
	Location Description	Citywide

	Planned Activities	<p>Assist and provide services to single-family, Chandler homeowners with low and moderate income, who have significant housing rehabilitation needs. Funding supports staff who processes client applications, determines eligibility, and provides oversight to the housing rehabilitation program. The City is evaluating the ability to include additional eligible services. The City will set aside funds for home inspections, scope of work creation, contractor procurement, construction oversight, and billing/reporting.</p> <p>City of Chandler Community Development and Resources Division – Homeowner Rehabilitation Operations/ \$100,000/ LMH 570.208(a)(3) / Activities include the CDBG-eligible Matrix Code: 14A Rehabilitation: Single-Unit Residential, 24 CFR 570.202(a)(1) or 42 USC 5305(a)(4). Homeowner Rehabilitation Program Activities / \$408,261 / LMH 570.208(a)(3) / Activities include the CDBG-eligible Matrix Code: 14A Rehabilitation: Single-Unit Residential, 24 CFR 570.202(a)(1) or 42 USC 5305(a)(4).</p>
5	Project Name	Relocation Assistance
	Target Area	Citywide
	Goals Supported	Creating and Preserving Affordable Housing
	Needs Addressed	Affordable Rental Housing
	Funding	CDBG: \$250,000
	Description	Provide relocation assistance to households who are currently residing in public housing and will be transitioning from their current units to newly constructed units at Villas on McQueen or other future affordable rental sites constructed by the City.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	50 Low/Moderate Households
	Location Description	Citywide

	Planned Activities	Provide relocation assistance to support households with low and moderate income that are impacted by a future Rental Assistance Demonstration (RAD) project. City of Chandler Housing and Redevelopment Division - Relocation Assistance and Professional Services / \$250,000 / LMC 570.208(a)(2) / Activities include the CDBG-eligible Matrix Code: 08 Relocation, 24 CFR 570.201(i) or 42 USC 5305(a)(11).
6	Project Name	CDBG Administration
	Target Area	Citywide CDBG Eligible Areas
	Goals Supported	Administration
	Needs Addressed	Affordable Rental Housing Affordable Owner-Occupied Housing Public Services and Fair Housing Improve or Develop Public Facilities Neighborhood Revitalization
	Funding	CDBG: \$268,695
	Description	Administration of CDBG Activities. Fair housing activities.
	Target Date	6/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	n/a
	Location Description	Citywide
	Planned Activities	Administration of CDBG Activities. Fair housing activities. CDBG Program Administration / \$268,695 / Activities include the CDBG-eligible Matrix Code: 21A General Program Administration, 24 CFR 570.206 or 24 CFR 570.489(a)(3).
Contingency Plan for CDBG (Increase and Decrease):		
<i>Public Service and Fair Housing:</i>		
(a) Any increase or decrease in funding must adhere to the 15% public services regulatory expenditure cap.		
(b) An increase or decrease in funds available for allocation will be applied to COC Community Development and Resources - Client Services.		
<i>Capital Projects, Housing and Neighborhood Revitalization:</i>		
(a) An increase or decrease in funds available for allocation will be applied to Homeowner Rehabilitation Program Activities.		

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Chandler consists of approximately 65 square miles and shares boundaries with the Town of Gilbert, Cities of Mesa, Phoenix, and Tempe, and the Gila River Indian Community. Chandler has reached its physical geographical limits, with the exception of a few remaining County islands. Downtown Chandler and several neighborhoods in zip codes 85224 and 85225 are long-established and have higher concentrations of low and moderate income and minority households. The City of Chandler identified CDBG eligible areas in the 2020-2025 Consolidated Plan as those Census Block Groups that either: (1) meet the 51% LMI definition; or (2) comply with the City of Chandler's exception percentage. The City of Chandler's exception percentage is 34.48%, and is based on the most recent information provided by HUD, specifically the FY 2023 Exception Grantees list based on 2011-2015 American Community Survey data that is posted on the HUD Exchange. There are 20 Census Block Groups where at least 51% of the population is low and moderate income, and another 22 Census Block Groups where at least 34.48% of the population is low and moderate income; these are CDBG eligible areas.

Pursuant to the specific projects identified in AP-35, the commitment of CDBG funding will be based primarily on low and moderate income requirements of clients assisted, special needs and those experiencing homelessness. Capital projects and code enforcement provide area benefit and are targeted in CDBG eligible areas.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	91
CDBG Eligible Areas	9

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Resources will be committed pursuant to input received from citizens, stakeholders and providers during the development of the 2019 Community Needs Assessment and the 2024 Annual Action Plan Survey. Public services are allocated throughout the City based on an individual's income eligibility. Rehabilitation services are also provided based on client eligibility, of which income is one of the criteria. City or public facility improvements or expansion projects, and code enforcement are examples of

CDBG-funded activities that are targeted to CDBG eligible areas.

Discussion

This section is optional and was left blank intentionally.

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction (Proof against contributions sent to Maricopa County)

Affordable housing barriers are regulatory or financial systems that make it harder for developers to create affordable housing. Barriers to affordable housing development can occur at many levels – local, state and federal government, as well as in related industries, such as the real estate, insurance and finance industries. In recent years, Chandler has taken steps to encourage the development of affordable housing by updating its zoning ordinance and map and other land use controls.

HUD defines a regulatory barrier as "a public regulatory requirement, payment, or process that significantly impedes the development or availability of affordable housing without providing a commensurate health and/or safety benefit." This section refers to actions planned to remove or ameliorate negative effects of public policies that serve as barriers to affordable housing, such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Chandler's General Plan includes public policies to address barriers to affordable housing, including but not limited to:

- Encourage live/work developments, where appropriate (e.g., Downtown, high capacity transit corridors, regional commercial nodes);
- Provide for a variety of housing choices for all income levels;
- Promote a compatible mix of housing types in in-fill areas;
- Encourage a range of housing types within walking distance of schools and other community facilities (e.g., libraries, transit centers, community centers, health clinics, recreation spaces, and healthy food establishments);
- Address housing needs of fixed-income elderly persons and other special-needs populations;
- Support the aging and disabled population in neighborhoods by continuing to implement programs that assist them in meeting neighborhood maintenance codes;
- Increase capacity for and coordination of affordable housing programs and projects;
- Concentrate on improving housing affordability Citywide;

- Continue to encourage private investment in affordable housing;
- Enforce housing and neighborhood maintenance policies;
- Improve rental housing maintenance to ensure quality neighborhoods;
- Ensure compatible transition between residential areas and incompatible land uses as well as between intensity of land uses (e.g., between employment and residential);
- Improve transition between and continuity of old and new neighborhoods;
- Maintain, and where needed, improve infrastructure as neighborhoods age;
- Create and promote educational outreach and training seminars on housing and neighborhood maintenance;
- Continue to increase the quality of life in neighborhoods by promoting civic engagement;
- Continue to recognize adopted neighborhood and specific area plans that provide further development guidance in targeted areas;
- Foster organization of and training for HOA and traditional non-HOA neighborhoods;
- Continue to provide programs that encourage neighborhood identity and a sense of place; and
- Foster partnerships and collaboration with nonprofits, businesses, and other organizations to support neighborhood and community development.

Discussion

The primary impediment to accomplishing Consolidated Plan goals is the high cost and limited supply of permanent housing. Planned housing and public services activities will address this need to the extent possible with available resources.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The City will continue prior city policies/programs and enhance the programs as needed. The growing wealth disparity will continue to push Chandler to find new partnerships and better ways to work together.

Actions planned to address obstacles to meeting underserved needs

The primary obstacles to meeting underserved needs are insufficient funding and rigid regulations. The City allocates both general funds and federal funds, both limited in funding, to nonprofits and City departments to serve the most vulnerable residents in the community. The City works to serve short-term needs while implementing long-term strategies to help the individual or family achieve self-sufficiency. The City works across the continuum from families and individuals in emergency situations working to achieve shelter and food to families and individuals struggling to make a repair on their home. Throughout the continuum, the goal is to achieve stability and reduce the incidence of poverty in the future. The City will continue to seek other funding sources with flexible regulations to meet the needs of the community as the funding is available.

Chandler leverages CDBG and HOME funds with 1.1 million in General Fund resources to support agencies that address the needs of the City's vulnerable residents. The specific program areas that are funded are: 1) Youth, including educational support, health programs, and prevention/interaction activities; 2) Basic Needs, including crisis intervention, temporary assistance, and basic needs; 3) Special Populations, including basic needs, independent living programs, support services focused on service animal training for veterans to cope with trauma and adversity; socialization and education services; 4) Transportation Services for Veteran's with low-income.

Actions planned to foster and maintain affordable housing

Housing for all incomes, and services for persons experiencing homelessness were identified as top areas of need in the 2019 Community Needs Assessment. Nearly 40% of Chandler rental households are cost burdened, spending over 30% of their income on housing. Over 16% of Chandler rental households are severely cost burdened, spending over half of their income on housing. As a result, the City of Chandler continues to look for ways to maintain affordable housing and expand the inventory as the housing market continues to tighten. The City of Chandler utilizes a combination of CDBG and HOME funding to address and expand affordable housing. The City offers single-family owner-occupied housing rehabilitation to assist Chandler homeowners who are low and moderate income with emergency repairs, minor repairs, ADA modifications and exterior improvements that would not be fixed otherwise. These programs keep homeowners in a safe, affordable home that often they have lived in for years.

The City of Chandler's Community Development staff works closely with the Chandler Public Housing

Authority (PHA) in serving its low- and moderate-income Chandler residents. The Chandler PHA administers the Tenant-Based Rental Assistance (TBRA) program, serving households experiencing homelessness. The City has retained three housing stability specialists who support households experiencing homelessness in securing new housing. The Community Development staff provides oversight for homeless outreach and services. Communications are ongoing with the Chandler PHA regarding individuals and families experiencing homelessness, and those who may be eligible for this service.

Actions planned to reduce lead-based paint hazards

To reduce the risk of lead poisoning, information is distributed to participants in City housing programs. The City follows strict HUD guidelines for testing and abatement of lead-based paint and other hazardous substances, and requires compliance from its contractors and subcontractors. Any structure built before 1978 that is proposed for rehabilitation under federal programs is tested for lead-based paint. Notices and requirements regarding testing and removal of lead-based paint are provided to program participants, contractors and project sponsors.

In addition, the City follows a multi-pronged approach to reduce lead hazards:

1. Rehabilitation Projects. The City follows strict HUD guidelines for testing and abatement of lead-based paint and other hazardous substances, and requires compliance from its contractors and subcontractors. Any structure built before 1978 that is proposed for rehabilitation under federal programs, is tested for lead-based paint. Notices and requirements regarding testing and removal of lead-based paint are provided to program participants, contractors, and project sponsors. The City's service provider has licensed contractors who are available to perform appropriate abatement and/or removal procedures if lead-based paint is present.
2. Housing Choice Voucher: Section 8. The PHA inspects prospective dwellings constructed prior to 1978 that will have a child under the age of six residing therein, for compliance with EPA and HUD Lead Based Paint rules and regulations. The inspection includes visual inspections for chipped, peeling, chalking and deteriorated interior and exterior paint. Clearance testing may be performed after remediation by the property owner, to assure a lead-safe environment.

Actions planned to reduce the number of poverty-level families

The City of Chandler will continue to work collaboratively with nonprofits, the Continuum of Care, and other cities in the valley to address poverty collectively. The City will continue to fund agencies that will alleviate the effects of crisis for individuals who are low and moderate income especially those experiencing homelessness, by providing basic services such as food, clothing, necessary medical care, job training and employment supports, as well as case management services, and also providing short

and long-term housing solutions such as shelter, tenant based rental assistance, and rapid rehousing.

Actions planned to develop institutional structure

The City will continue to participate as a member in the regional Continuum of Care and the Local Jurisdiction Subcommittee, working collaboratively with the East Valley City Managers and assisting with For Our City - Chandler. In addition, the City will continue to develop public/private partnerships to address housing, finance and community development efforts.

Actions planned to enhance coordination between public and private housing and social service agencies

Chandler will continue to work with For Our City to coordinate resources to Chandler's most vulnerable residents. For Our City is a network of faith-based organizations, nonprofits, service organizations, businesses, and the City of Chandler working together in unity and compassion to help the residents of Chandler. Using the For Our City network, Chandler can connect nonprofits, volunteers, and vulnerable individuals together to serve the most effectively.

Discussion

This section is optional and was left blank intentionally.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

The following provides details on program specific requirements for the Community Development Block Grant.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

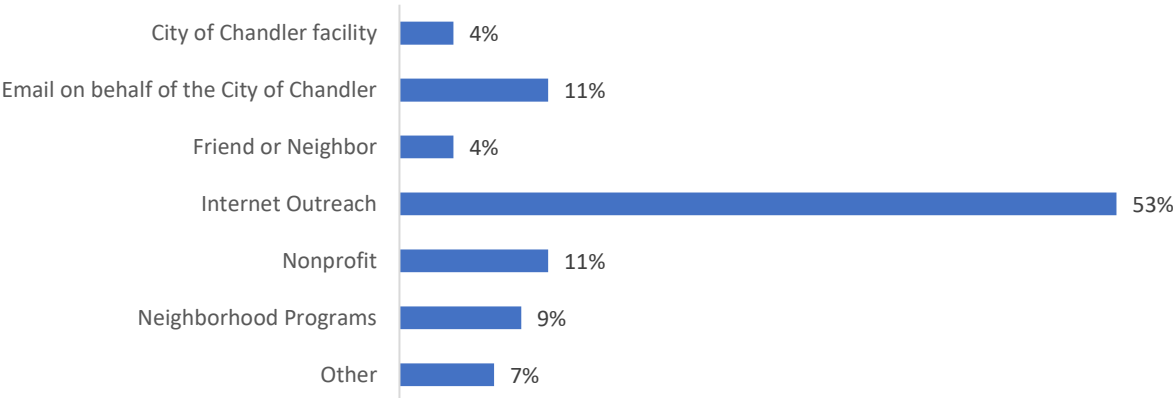
1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	85.00%

Discussion

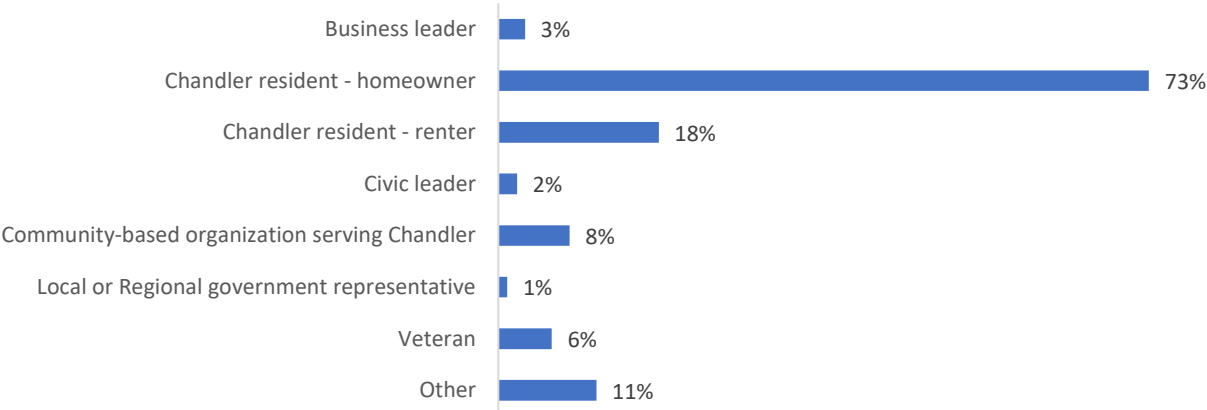
A period of three (3) years will be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons with low and moderate income.

2024 Annual Action Plan Survey Results

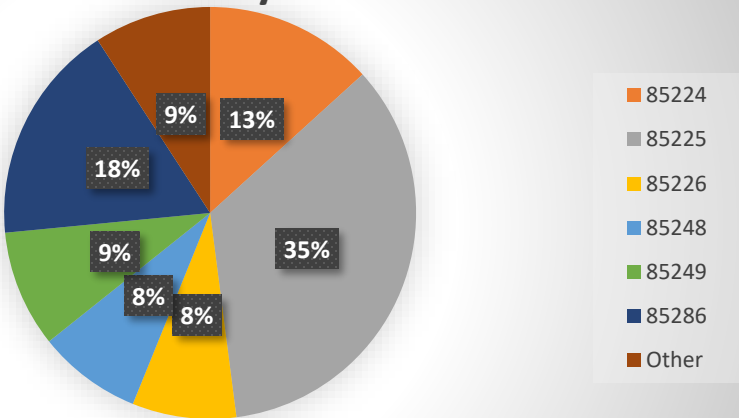
How did you hear about this survey?
Please select one.



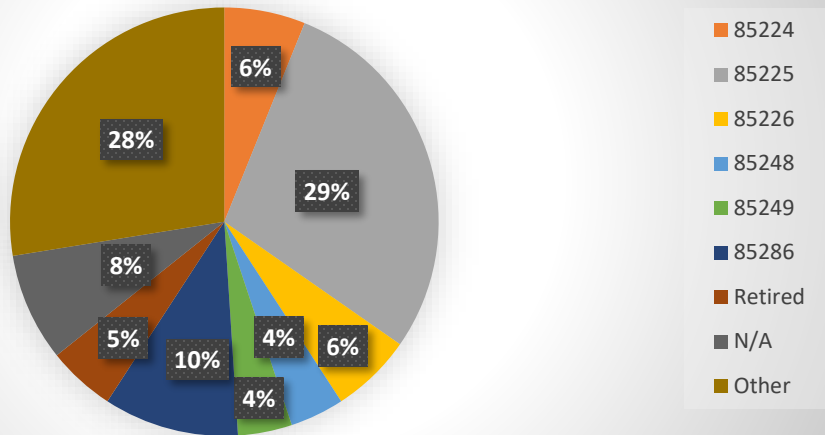
Please tell us about yourself, select all that apply:



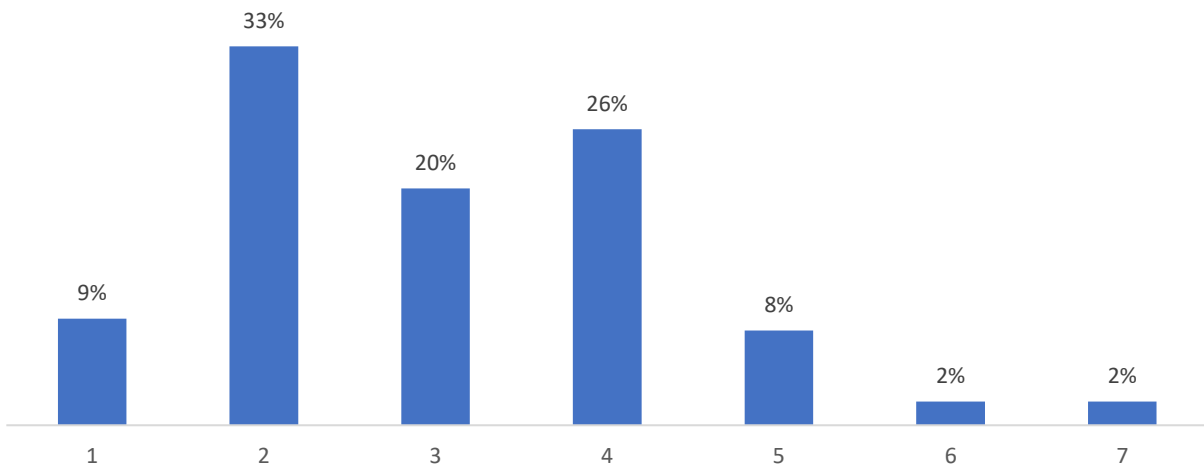
Zip code of where you reside:



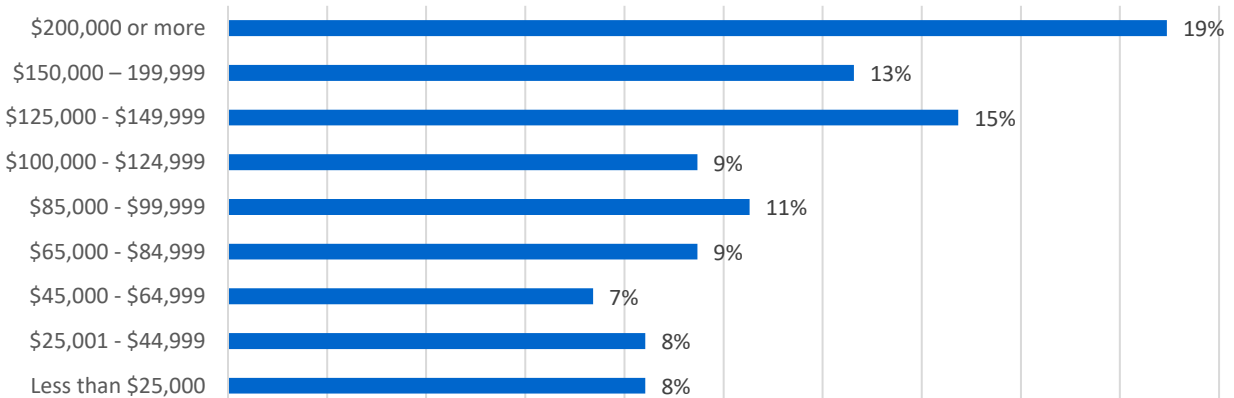
Zip code of where you work:



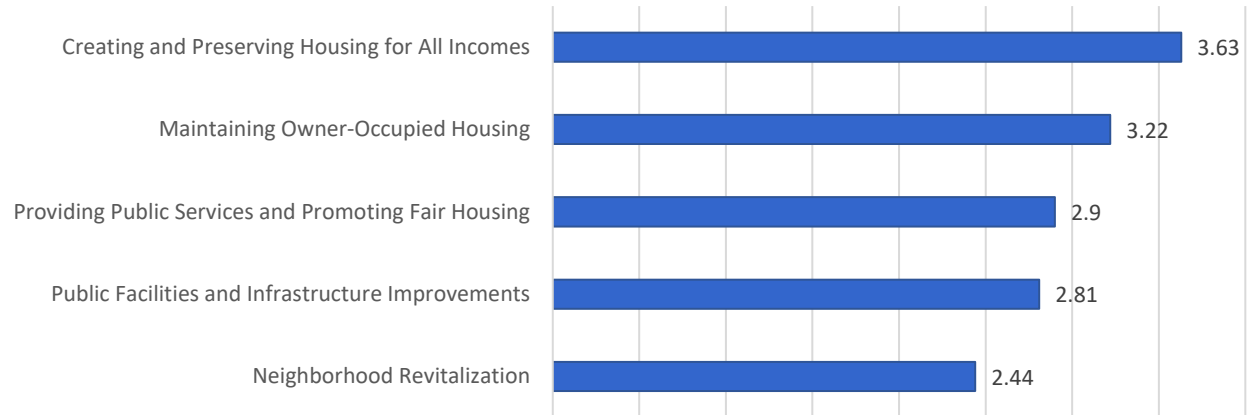
Including yourself, how many people are in your household?



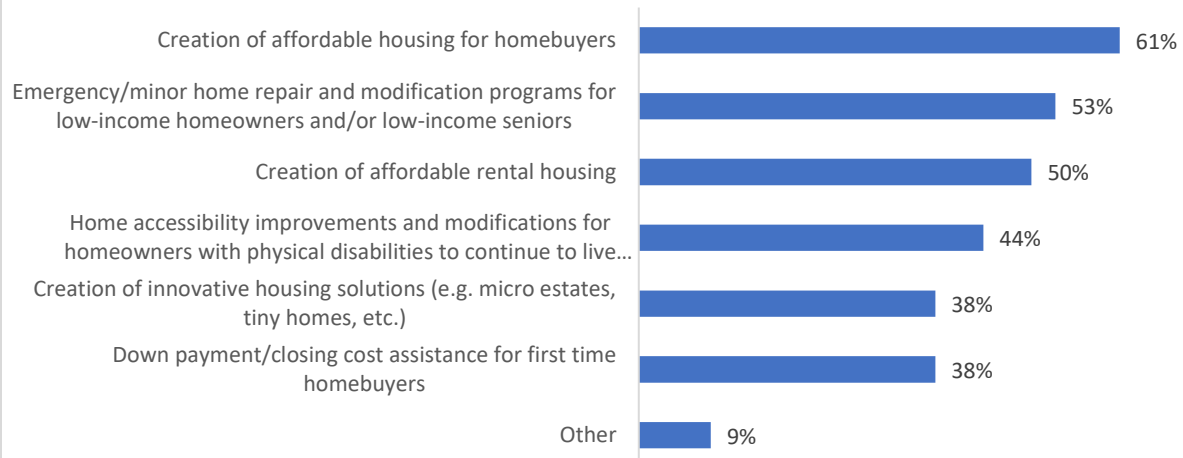
What is your household's yearly (annual) income?



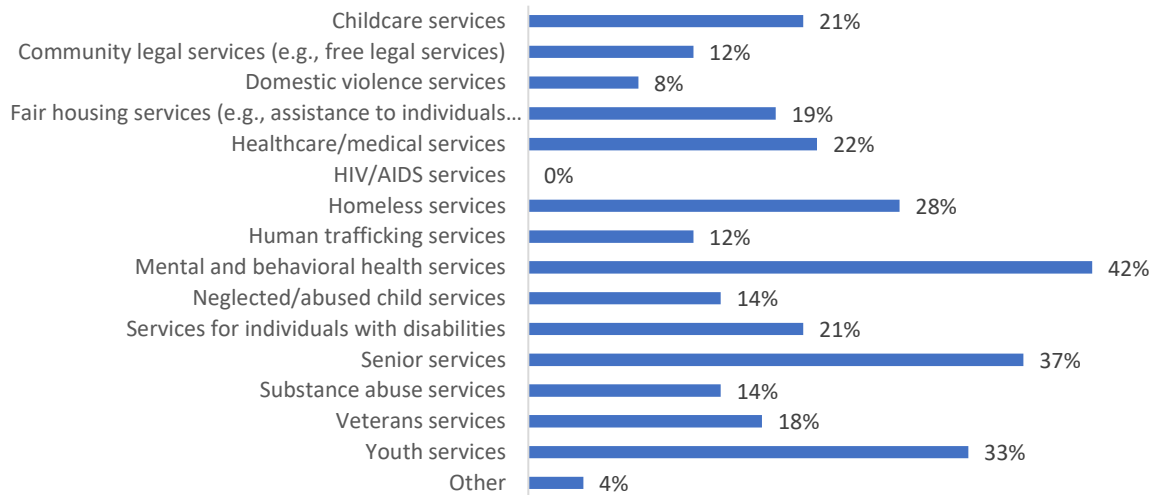
Community Priorities



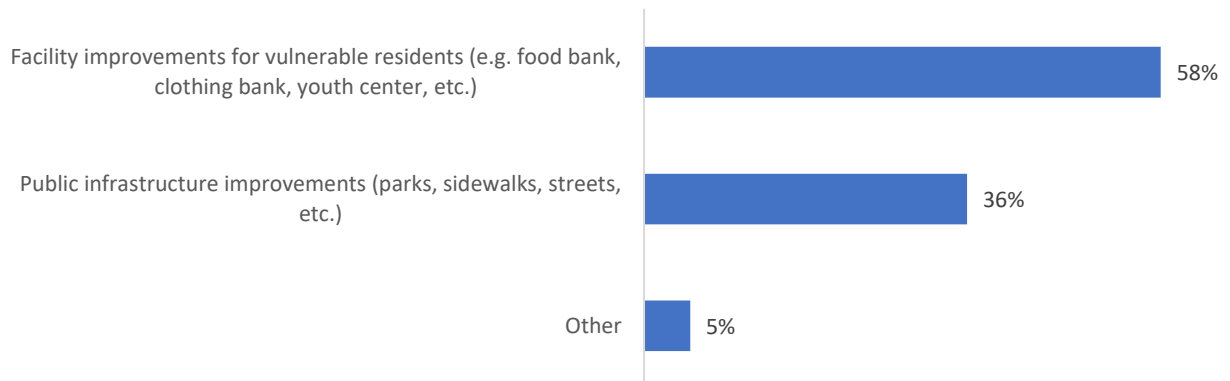
Choose up to three (3) of the most critical needs in your community related to the goals: Creating and Preserving Housing for All Incomes and Maintaining Owner-Occupied Housing



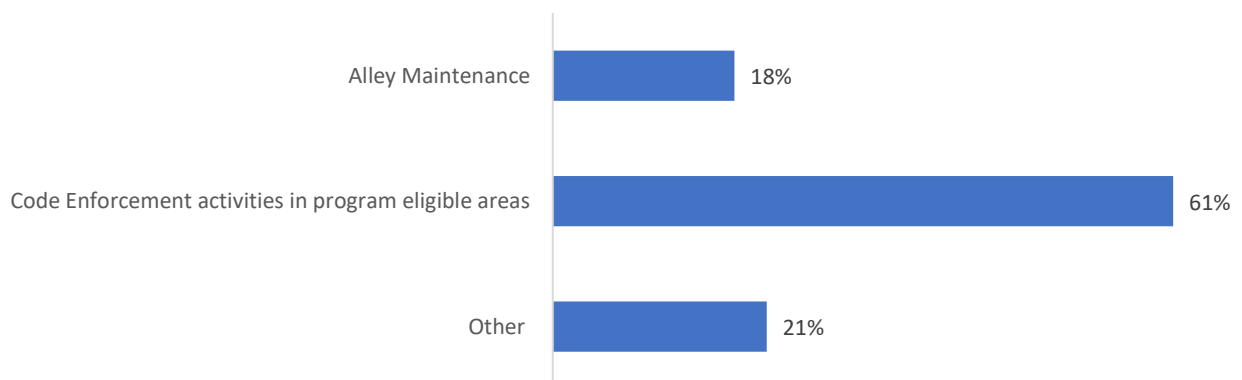
Choose up to three (3) of the most critical Public Services needs in your community.



Choose the most critical Public Facilities and Infrastructure need in your community.



Choose the most critical Neighborhood Revitalization need in your community.



**CITY OF CHANDLER
FISCAL YEAR 2024-2025
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROGRAM DESCRIPTIONS AND FUNDING RECOMMENDATIONS**

CDBG Public Services:

COC Community Development and Resources – Community Navigation and Client Services

Recommendation: \$151,521

Funding to continue to provide community navigation and client services to individuals experiencing unsheltered homelessness in Chandler. This funding helps to identify and establish relationships; coordinate care and communications with appropriate service providers; facilitate access to housing; and provide support and advocacy necessary to maintain housing.

COC Housing and Redevelopment – Public Housing Youth Program

Recommendation: \$50,000

Funding to continue to provide after school and intersession programming to youth, ages 6-18, who reside in Chandler's four Public Housing family sites. Activities include academic support; mentoring; youth development; arts; books and reading services; and sports and recreation. Programming is offered Monday through Friday on regular school days at each public housing site. During intersession, youth from all four sites come together to participate in regular programming and special events. In the summer months, activities are offered in the morning for younger children, in the afternoon for all ages, and in the evening for teens.

CDBG Capital Projects, Housing, and Neighborhood Revitalization:

COC Community Development and Resources – Homeowner Rehabilitation Operations

Recommendation: \$100,000

Funding to continue support for staff who identify, assess, and prepare single-family Chandler homeowners with low- and moderate-income that have significant housing rehabilitation needs to receive assistance. The city will process client applications to determine eligibility for program assistance. The Homeowner Rehabilitation program works in tandem with a third-party contractor which provides emergency repairs, minor repairs, ADA modifications and exterior improvements. The city is evaluating the ability to include additional eligible services that are covered under the housing rehabilitation program.

Homeowner Rehabilitation Program Activities**Recommendation: \$408,261**

Funding to continue emergency repairs, minor repairs, ADA modifications and exterior improvements for eligible Chandler residents with low- and moderate-income who own and occupy a single-family home. Programs benefit households by: (1) addressing the health, safety, or welfare of households; (2) making improvements or modifications to remove accessibility barriers; and (3) elevating neighborhoods. The city is evaluating the ability to include additional eligible services.

COC Housing and Redevelopment – Relocation Assistance**Recommendation: \$250,000**

Funding will provide relocation assistance to households who are currently residing in public housing and will be transitioning from their current units to newly constructed units at Villas on McQueen or other future affordable rental sites constructed by the city.

COC Neighborhood Preservation - Code Enforcement in Low-Mod Neighborhoods**Recommendation: \$115,000**

Funding to continue the systematic, proactive inspection program in CDBG eligible areas, with an emphasis on north Chandler. The program supports a Code Inspector specifically assigned to low- and moderate-income areas to initiate code enforcement inspections and take necessary enforcement actions to remediate neighborhood degradation. Residents receive an advisory notice providing information about common code violations for self-evaluation and correction prior to inspection.



City Council Memorandum Police Memo No. 2024-30

Date: April 18, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Melissa Deanda, Interim Police Chief
From: Melanie Smith, Senior Management Analyst
Subject: Resolution No. 5794 Acceptance and Approval of a Grant from the Office of the Arizona Attorney General Child and Family Advocacy Fund

Proposed Motion:

Move City Council pass and adopt Resolution No. 5794 authorizing acceptance and approval of a grant from the Office of the Arizona Attorney General Child and Family Advocacy Fund in the amount of \$36,437.62; and authorizing the Chief of Police, as designated by the City Manager, to conduct all negotiations and to execute and submit all documents necessary in connection with such grant.

Background:

The Chandler Police Department was awarded \$36,437.62 from the Office of the Arizona Attorney General Child and Family Advocacy Fund to assist efforts directly supporting Child and Family Advocacy Center clients. The City-run Child and Family Advocacy Center, which opened its doors in July 2018, provides comprehensive, victim-focused services to abused and neglected children and adults. The Center, which is decorated to feel safe, warm and inviting, has rooms equipped for medical examinations, forensic interviews, consultations and emotional support.

These funds will be used to purchase safety supplies such as floodlights, doorbell cameras, door canes, window locks, doorknobs with new locks, and padlocks. Since 2020, the Attorney General's Office has awarded the Chandler Police Department similar funds to support the Child and Family Advocacy Center's mission, ranging from approximately \$20,000 to \$24,000 per year.

Financial Implications:

There are no matching dollars required for these programs.

Attachments

Resolution No 5794

AG24-0005-002 Chandler Award Memo

RESOLUTION NO. 5794

A RESOLUTION AUTHORIZING THE CITY OF CHANDLER, ARIZONA, AUTHORIZING AND APPROVING THE AWARD OF THE OFFICE OF ARIZONA ATTORNEY GENERAL IN THE AMOUNT OF \$36,437.62

WHEREAS, the Office of the Arizona Attorney General is awarding grant funds for the AG24-005 Child and Family Advocacy Fund to assist efforts to support Child and Family Advocacy Centers, and

WHEREAS, the City of Chandler, through its Police Department, wishes to accept the award from the Office of the Arizona Attorney General;

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

Section I. THAT approval is granted for the City of Chandler to accept the award under the AG24-005 Child and Family Advocacy Fund from the Office of the Arizona Attorney General.

Section II. THAT the Chief of Police is appointed agent for the City of Chandler, as designated by the City Manager, to conduct all negotiations and to execute and submit all documents including acceptance of award 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 _____, 2024.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5794 was duly passed and adopted by the City Council of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2024.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY *EPW*



OFFICE OF THE ARIZONA ATTORNEY GENERAL

KRIS MAYES
ATTORNEY GENERAL

OPERATIONS DIVISION
PROCUREMENT SECTION

CINDY PALMER
PROCUREMENT MANAGER

February 14, 2024

Ms. Melissa Deanda
City of Chandler, Chandler Police Department
Chandler Family Advocacy Center
250 East Chicago St.
Chandler, AZ 85225
Melissa.Deanda@chandleraz.gov

RE: AG24-0005 Child and Family Advocacy Center Fund (Opioid Focus)

Dear Ms. Deanda:

On the behalf of the Arizona Attorney General's Office, I am notifying you that our office has completed its evaluation of the grant applications received in response to RFGA # AG24-0005, Child and Family Advocacy Center Fund (Opioid Focus). The evaluation was done in accordance with A.R.S. § 41-2702, § 41-191.11 and the criteria established in the Request for Grant Application (RFGA).


I am pleased to announce that the City of Chandler has been awarded AGO grant funding to support your Child & Family Advocacy Center. The award is in the amount of **\$36,437.62** with a program period of January 1, 2024-December 31, 2024 (project# AG24-0005-002). A kick-off meeting will be scheduled with your grant specialist to discuss next steps related to payments and financial reporting as described in the grant. Future reimbursements will be based on completion of your 2023 requirements.

Please forward a copy(s) of your Certificate of Insurance per the contract requirements to Cindy Palmer, Procurement Manager at Procurement@azag.gov. Additional questions may also be directed to Stephanie Parker, Grant Specialist at Stephanie.Parker@azag.gov or 602.542.3542.

On behalf of the Arizona Attorney General's Office, we appreciate the time and effort you have spent responding and submitting a proposal to this solicitation. Providing support services to our most vulnerable victims is important work and we look forward to continuing to work with your organization in the near future.

Sincerely,

Kris Mayes
Arizona Attorney General

	ATTACHMENT I OFFER AND ACCEPTANCE	State of Arizona Office of the Attorney General Procurement Section 2005 N. Central Avenue Phoenix, Arizona 85004
	AGO PROJECT NO: AG24-0005	

OFFER

TO THE STATE OF ARIZONA:


The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Chandler Police Department			<i>M. Deanda</i>	
Company Name			Signature of Person Authorized to Sign Offer	
250 East Chicago Street			Melissa Deanda	
Company Address			Printed Name	
Chandler	Arizona	85225	Interim Chief of Police	
City	State	Zip	Title	
Melissa.Deanda@chandleraz.gov			480-782-4438	480-782-4110
Contact Email Address			Contract Phone Number	Contact Fax Number

By signature in the Offer section above, the Offeror certifies:

- The submission of the Offer did not involve collusion or other anticompetitive practices.
- The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
- The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
- The Offeror certifies that the above referenced organization ☐ IS/ ☒ IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

ACCEPTANCE OF OFFER

Your offer is hereby accepted:				
The Grantee is now bound to sell the materials, services or construction listed by the attached contract based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Grantee's offer as accepted by the Office of the Attorney General.				
The Grantee is hereby cautioned not to commence any billable work or provide any material or service under this contract until the Contractor receives a purchase order, contract release document or written notice to proceed.				
This Contract shall henceforth be referred to as Contract No.:			AG24-0005-002	
The effective date of the Contract is:			January 1, 2024	
STATE OF ARIZONA OFFICE OF THE ATTORNEY GENERAL	Awarded this	21 st	Day of	February, 2024
				
Kris Mayes, Attorney General				

**City Council Memorandum Public Works & Utilities Memo No. RE24-064**

Date: April 18, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works & Utilities Director
Daniel Haskins, Capital Projects Division Manager
From: Erich Kuntze, Real Estate Administrator
Subject: Introduction of Ordinance No. 5090 Granting a Non-Exclusive Underground High Voltage Power Easement to Salt River Project Agricultural Improvement and Power District (SRP)

Proposed Motion:

Move City Council introduce and tentatively adopt Ordinance No. 5090 granting a non-exclusive underground high voltage power easement to SRP, in consideration of the payment of four thousand (\$4,000) dollars, to accommodate the development of the Aligned Data Center facility at Price Road and Continuum Street.

Background:

Aligned Data Centers (Continuum) PropCo, LLC, is developing a 17.27-acre site located on the east side of Price Road, west of Ellis Street, and in between Continuum and Innovation streets. The site will be developed in two phases and feature a 396,343 square foot building covering both phases. In addition, the site will also feature a new SRP substation, site improvements, and site landscaping. To accommodate the development, it is necessary for the city to grant SRP a non-exclusive underground high voltage power easement across Continuum Street to provide power to the site. Currently, all permits are approved by the city and the building is operating under a Temporary Certificate of Occupancy pending the permanent power being delivered to the site. Aligned Data Centers has agreed to pay the city \$4,000 for the easement.

Staff has reviewed and approved the easement document, valuation, and legal

descriptions.

Financial Implications:

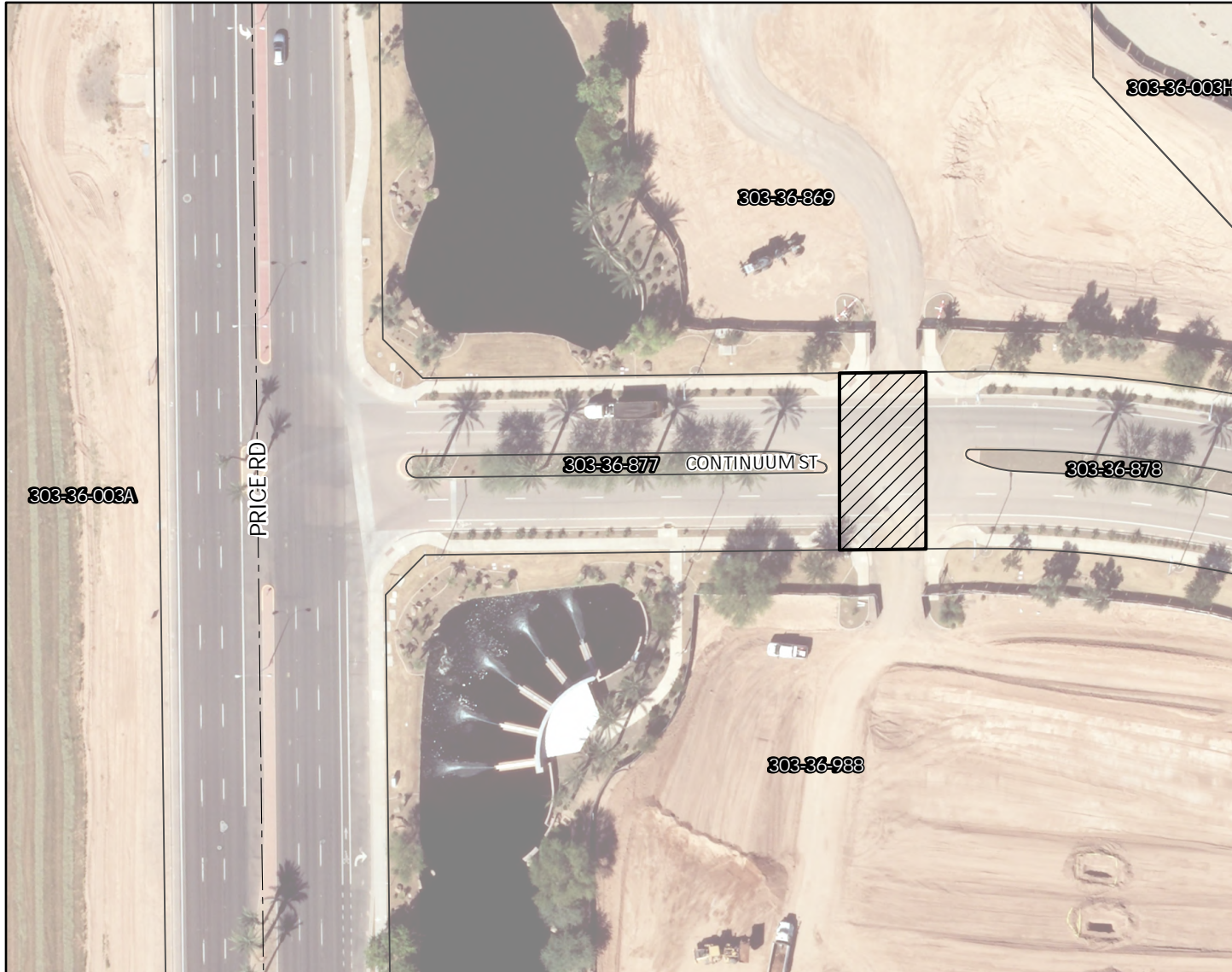
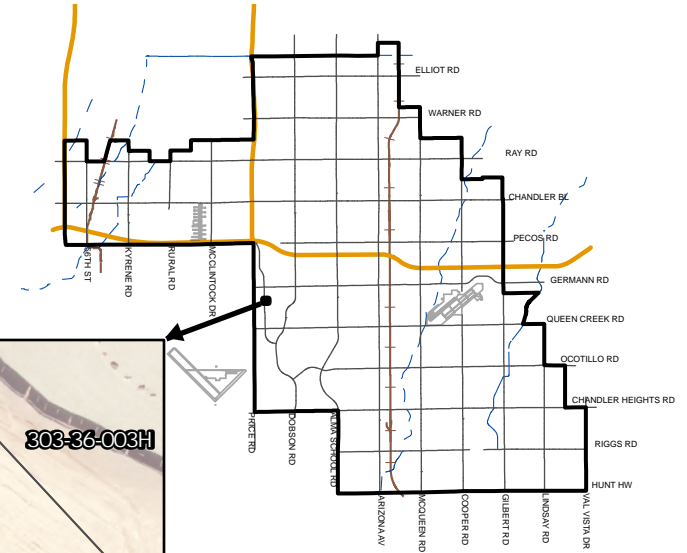
The city will receive payment of \$4,000 for granting the easement.

Attachments

Location Map
Ordinance No. 5090
Easement



INTRODUCTION AND TENTATIVE ADOPTION OF ORDINANCE NO. 5090 GRANTING A NON-EXCLUSIVE UNDERGROUND HIGH VOLTAGE POWER EASEMENT TO SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT (SRP), IN CONSIDERATION FOR THE PAYMENT OF FOUR THOUSAND AND NO/100THS (\$4,000.00) DOLLARS, BY ALIGNED DATA CENTER, TO ACCOMMODATE THE DEVELOPMENT OF THE ALIGNED DATA CENTER FACILITY AT SOUTH PRICE ROAD AND CONTINUUM STREET



MEMO NO. RE24-064

RESOLUTION 5090

 EASEMENT

ORDINANCE NO. 5090

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, GRANTING A NON-EXCLUSIVE UNDERGROUND HIGH VOLTAGE POWER EASEMENT TO SALT RIVER PROJECT AGRICULTURAL AND POWER DISTRICT IN CONSIDERATION OF THE PAYMENT OF FOUR THOUSAND AND NO/100THS (\$4,000.00) DOLLARS TO ACCOMMODATE DEVELOPMENT OF THE ALIGNED DATA CENTER FACILITY AT SOUTH PRICE ROAD AND CONTINUUM STREET.

WHEREAS, Aligned Data Centers (Continuum) PropCo, LLC is developing a data facility on the east side of South Price Road between Innovation Street and Mockingbird Drive; and

WHEREAS, in order to accommodate the development and these improvements, Salt River Project Agricultural and Power District (SRP) requires a non-exclusive Underground High Voltage Power Easement ("Easement") in order to cross Continuum Street to connect the facilities on Aligned Data Center's property; and

WHEREAS, the City of Chandler is willing to grant the Easement to SRP in consideration of the payment of Four Thousand and no/100ths (\$4,000.00) Dollars in order to accommodate the Aligned Data Center.

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, in consideration of the payment of Four Thousand and no/100ths (\$4,000.00) Dollars, authorizes and approves the granting of an 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 Easement shall be in substantially the 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.
- Section 4. The City Clerk will cause the original or a certified copy of this Ordinance to be recorded in the Office of Maricopa County Recorder after the effective date of this Ordinance.

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. 5090 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 the vote was ____ ayes, and ____ nays.

CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

DMG

Published in the Arizona Republic on:

EXHIBIT "A"
Legal Description

EXHIBIT "A"

SRP JOB NUMBER: T3428176
SRP JOB NAME: MERLE-SCHRADER 69KV UG LOOP-IN
TTRRSS: 2S5E07

DATE: 12-05-2023
PAGE: 1 OF 3

AN EASEMENT LOCATED IN THE NORTHWEST QUARTER OF SECTION 07, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 07, BEING A CHISELED CROSS, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 07, BEING A BRASS CAP FLUSH, BEARS SOUTH 88 DEGREES 48 MINUTES 03 SECONDS WEST, A DISTANCE OF 2650.60 FEET (BASIS OF BEARINGS);

THENCE SOUTH 29 DEGREES 32 MINUTES 12 SECONDS WEST, A DISTANCE OF 1949.75 FEET TO THE NORTH RIGHT OF WAY LINE OF CONTINUUM STREET AND THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 00 MINUTES 01 SECONDS WEST, A DISTANCE OF 90.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF CONTINUUM STREET;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89 DEGREES 18 MINUTES 22 SECONDS WEST, A DISTANCE OF 44.00 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 01 SECONDS WEST, A DISTANCE OF 90.00 FEET TO SAID NORTH RIGHT OF WAY LINE;

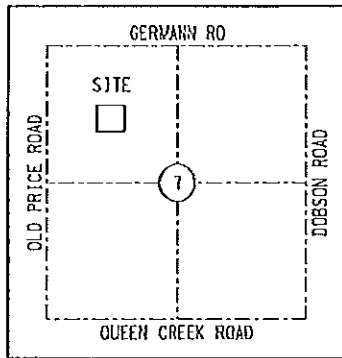
THENCE ALONG SAID NORTH RIGHT OF WAY LINE NORTH 89 DEGREES 18 MINUTES 22 SECONDS EAST, A DISTANCE OF 44.00 FEET TO SAID POINT OF BEGINNING.

SAID EASEMENT CONTAINS AN AREA OF 3,960 SQUARE FEET OR 0.091 ACRES, MORE OR LESS.

END OF DESCRIPTION



EXHIBIT "A"



LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- ////// EASEMENT AREA
- TIE LINE
- ◆ SECTION CORNER AS NOTED

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.

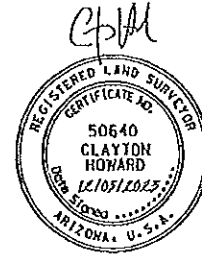
NOTES

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.

ALL ELECTRIC LINES SHOWN ARE MEASURED TO THE WINDOW OF THE EQUIPMENT PAD UNLESS OTHERWISE NOTED.

ABBREVIATION TABLE

APN	ASSESSOR'S PARCEL NUMBER
BCF	BRASS CAP FLUSH
NCR	MARICOPA COUNTY RECORDER
IM	MEASURED
LVI	LAST VISUAL INSPECTION
NTS	NOT TO SCALE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT



BASIS OF BEARINGS:
THE ARIZONA STATE PLANE COORDINATE
SYSTEM, CENTRAL ZONE, NAD 83 DATUM.

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
SRP LDR NUMBER: NA	SCALE: NTS
I.O. NUMBER: T3428176	SHEET: 2 OF 3
AGENT: BOCKMANN	SHEET SIZE: 8.5"x11"
DRAWN: MALEX	REVISION: 0
CHECKED BY: HOWARD	CREW CHIEF: MCCAFFERY
DATE: 12-05-2023	FIELD DATE: 04-10-2023

SRP SURVEY DIVISION
LAND DEPARTMENT

MERLE SCHRADER
69KV UG LOOP-IN
NW 1/4, SECTION 07
T.2 S., R.7 E.
7.3 SOUTH - 24.3 EAST

EXHIBIT "A"

NORTHWEST CORNER
OF SECTION 7
FOUND BCF
LVI: 03-27-2019

S88°48'03"W 2650.60' (M)
(BASIS OF BEARINGS)
GERMANN ROAD

NORTH QUARTER CORNER
OF SECTION 7
FOUND CHISELED CROSS
LVI: 02-18-2019
POC

NORTH

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°00'01"W	90.00'
L2	S89°18'22"W	44.00'
L3	N00°00'01"W	90.00'
L4	N89°18'22"E	44.00'

OLD PRICE ROAD

CONTINUUM STREET


POB

L4

L2

S28°32'12"W 1989.75' (TIE)

EASEMENT AREA:
3,960 SQ. FT.
0.091 ACRES

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		 SURVEY DIVISION LAND DEPARTMENT MERLE SCHRADER 69KV UG LOOP-IN NW 1/4, SECTION 07 T.2 S., R.7 E. 7.3 SOUTH - 24.3 EAST
SRP LDR NUMBER: NA	SCALE: NTS	
I.O. NUMBER: T3428176	SHEET: 3 OF 3	
AGENT: BOCKMANN	SHEET SIZE: 8.5"x11"	
DRAWN: MALEK	REVISION: 0	
CHECKED BY: HOWARD	CREW CHIEF: MCCAFFERY	
DATE: 12-05-2023	FIELD DATE: 04-10-2023	

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT
Land Department/PAB10W
P. O. Box 52025
Phoenix, Arizona 85072-2025

AFFIDAVIT EXEMPT PURSUANT TO
A.R.S. §§ 11-1134(A)(2) and (A)(3)

UNDERGROUND HIGH VOLTAGE POWER EASEMENT

Maricopa County
Section 07, T02S, R05E

R/W#: 3406

Agt: MEM/CME
Job: LJ88444

W: JYM

C: MEM

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, and its successors and assigns, hereinafter called "Grantee", for use by Grantee and Grantee's agents, employees, contractors, co-owners, participants, and permittees, an 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" defined below), to construct, install, reconstruct, replace, remove, repair, operate and maintain underground conduits, conductors, pipes, cables, wires, fiber optic, concrete encasement, vaults, pads, switching equipment, enclosures, manholes and transformers and all other appliances, appurtenances and fixtures for the transmission and distribution of electricity, communication signals and data and for all other purposes connected therewith (collectively "Facilities") at such locations and elevations, in, upon, over, under, across 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 Easement Parcel.

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:

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 and Grantee agree that this Underground Power Easement shall be governed by the following terms and conditions:

1. Grantor shall maintain a Grantee approval area that consists of the portion of the subsurface of the Easement Parcel beginning at the bottom limit of the aggregate base course (ABC) for the road pavement, not to exceed twenty inches (20") below ground level, and ending at two feet (2') below the lowest point of the Facilities (the "Grantee Approval Area"). Grantor shall not, whether directly or indirectly through the granting of permission, install improvements or perform any other construction activities within the Grantee Approval Area without Grantee's prior written consent, which will not be unreasonably withheld, conditioned or delayed. Without limiting Grantee's consent rights hereunder, it shall be deemed reasonable for Grantee to withhold such consent if the proposed improvements or construction activities (A) are within the two-foot area located above or below of the Facilities, (B) are not installed perpendicular to the Facilities, or (C) are installed within sixty feet of the splice vaults. Grantor shall provide, or require applicant to provide, Grantee with the following minimum information to allow Grantee to review any proposed utility crossings within the Grantee Approval Area: (T) type of utility, (U) size and planned minimum depth of the proposed utility, (V) pipe and conduit material, (W) whether the proposed utility is a heat generating facility, (X) pressure of the proposed utility, (Y) the construction methodology, and (Z) location of crossing. Notwithstanding the foregoing, Grantor may perform, or authorize other public utilities to perform soft digging within the Grantee Approval Area for the purpose of locating the Facilities, provided that a representative of Grantee is on-site for such soft digging.

2. Except as expressly set forth herein, Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any additional trees, drill any well, store materials of any kind, or alter ground level by cut or fill, to a depth not to exceed eight inches above or below existing grade, within the area of the Easement Parcel. Any landscape restoration associated with the Installation Work shall not include any trees or any other improvements which violate the provisions of this paragraph.

3. Subject to the provisions set forth herein, Grantor reserves the right to use and occupy the Easement Parcel for any purpose consistent with the rights and privileges herein granted and which will not interfere with or endanger any of the Facilities or the use thereof. Grantor and Grantee acknowledge that the Facilities shall be installed within Grantor's existing right-of-way and, in some instances, at the option and discretion of Grantee, may cross over other existing utilities, including but not limited to existing utilities of Grantor located within the Grantee Approval Area, as described and depicted in the Relocation Plans, or as otherwise approved by Grantee in accordance with the requirements of paragraph 1 of this instrument ("Authorized Utilities"). Notwithstanding Grantee's rights within the Grantee Approval Area, Grantor may perform, or may authorize a public utility to perform, construction and maintenance activities on the Authorized Utilities within the Grantee Approval Area, provided that all such construction or maintenance activities comply with all the requirements set forth in this paragraph. The following requirements shall apply to construction and maintenance activities within the Grantee Approval Area: (a) no construction or maintenance activities shall be performed within (i) the five-foot area horizontally adjacent to, (ii) the two-foot area above, (iii) the two-foot area below, or (iv) the area between the concrete encasements in which the duct banks are located, (b) any thermal backfill disturbed by construction or maintenance activities shall be replaced with Grantee approved thermal rated backfill, and (c) Grantor shall provide prior notification to, and coordination with Grantee before undertaking or authorizing, as applicable, any construction or maintenance activities within the Grantee Approval Area. Prior to authorizing any third party to conduct work within the Grantee Approval Area, Grantor shall obtain such party's agreement to comply with the above requirements. Grantor further agrees that Grantor shall not (y) install, or authorize the installation of, any utilities within the Easement Area parallel to the Facilities, or (z) perform or authorize construction or maintenance activities within the Easement Area that adversely impact the Facilities or Grantee's access thereto.

4. 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.

5. Any and all Grantee construction activities within the Continuum Street right-of-way will comply with City of Chandler ordinances, rules and regulations pertaining to the conduct of construction activities within City right-of-way, to the extent applicable. After the construction and installation of the Facilities within the Easement Parcel, the City of Chandler will issue a blanket annual City Authorization for all Grantee maintenance activities within the Easement Parcel. If there is a conflict between this Underground Power Easement (including, without limitation, the right to access the Facilities) and any permit or other City Authorization issued after construction with respect to the Facilities or the Easement Parcel, the terms and provisions of this Underground Power Easement will control, provided, however, that Grantee shall not allow other parties to use the Easement Parcel for the installation of additional Facilities for such other parties' use, whether jointly or separately from Grantee, unless such other parties comply with applicable City ordinances and permit and/or licensing requirements. "City Authorization" means any instrument, whether denominated as a permit, a license, or otherwise, by which the City authorizes a person or entity to use the City right-of-way.

6. Grantee will be responsible (at Grantee's sole cost and expense) for maintaining and repairing the Facilities in a good, safe, clean, and commercially reasonable condition and in accordance with all applicable laws. Grantee agrees not to unreasonably disturb Grantor's use of the Easement Parcel during any such maintenance or repairs. In connection with any work performed by or on behalf of Grantee under this Easement, Grantee agrees (at Grantee's sole cost and expense) (i) to repair or replace any damaged Grantor improvements located within the Easement Parcel, including, without limitation, pavement, sidewalks, and landscaping (softscape and hardscape) in a commercially reasonable manner, and (ii) to perform all such work free and clear of any mechanics' or materialmen's liens.

7. The easement and other rights granted to Grantee hereunder, shall be perpetual, and shall not terminate until, and unless abandoned through the recordation of a document executed and acknowledged by Grantee specifically terminating this instrument. Upon such recordation, 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 termination. To induce Grantee to accept this instrument and the easement granted herein for the installation of the Facilities, Grantor warrants that this instrument creates a permanent easement for the construction, installation, reconstruction, replacement, removal, repair, operation, and maintenance of the Facilities. If Grantor requires Grantee to relocate or modify the Facilities, Grantor will (i) pay and/or reimburse Grantee any and all costs incurred for such relocation or modification and (ii) provide a reasonable new location for the Facilities, and easement rights therefor, that meets the standards set forth in this instrument. Notwithstanding anything in this instrument, or laws, statutes, ordinances, rules, or regulations to the contrary, the City of Chandler, or any successor in interest, including without limitation any subsequent "Grantor" under this instrument, shall allow Grantee to abandon the Facilities in place within the Easement Parcel, and not require their removal. Grantor acknowledges that the Facilities are being located within public right-of-way at the request of Grantor, and that Grantee materially relied on the provisions of this paragraph in agreeing to Grantor's request. Grantee acknowledges that Grantor relocated its facilities to pass underneath Grantee's Facilities at the request and direction of Grantee.

8. The benefits and burdens, and the covenants and agreements herein set forth shall run with and burden the land and shall extend and inure in favor and to the benefit of, and shall be binding on Grantor and Grantee and their successors and assigns. Grantee shall have the right to assign the Easement, in whole or in part, to one or more assignees and, upon the assignment, any such assignee hereby assumes the rights and obligations of the Grantee hereunder with respect to the portion of the

Easement assigned.

9. The provisions of this Underground Power Easement are not intended to and do not constitute a grant, dedication, or conveyance for public use of the Easement Parcel. The rights herein created are private and for the benefit only of Grantor and Grantee and their successors and assigns.

10. The rights and remedies hereunder are cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other right or remedy available.

[Signatures appear on following page]

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

ATTEST:

Clerk

By: _____
Kevin Hartke, Mayor

APPROVED AS TO FORM:

City Attorney

D.M.B.

STATE OF ARIZONA)
) ss
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Kevin Hartke, Mayor of the City of Chandler, an Arizona municipal corporation, on behalf of such corporation.

Notary Public

My commission expires:

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).

EXHIBIT A

Legal Description of Easement Parcel

[consisting of 3 pages]

EXHIBIT "A"

SRP JOB NUMBER: T3428176
SRP JOB NAME: MERLE-SCHRADER 69KV UG LOOP-IN
TTRSS: 2S5E07

DATE: 12-05-2023
PAGE: 1 OF 3

AN EASEMENT LOCATED IN THE NORTHWEST QUARTER OF SECTION 07, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

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SAID EASEMENT CONTAINS AN AREA OF 3,960 SQUARE FEET OR 0.091 ACRES, MORE OR LESS.

END OF DESCRIPTION

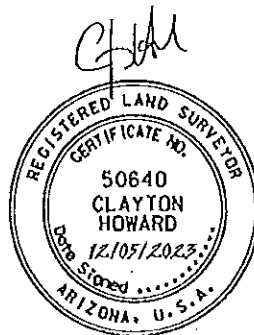
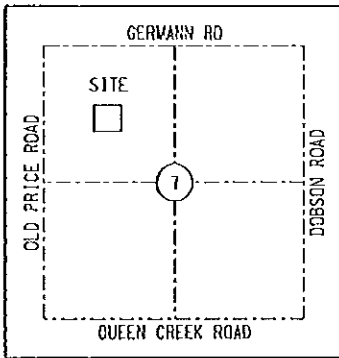


EXHIBIT "A"



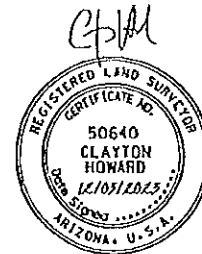
VICINITY MAP (N.T.S.)
T2S R5E
G&SRM

LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- ////// EASEMENT AREA
- TIE LINE
- ◆ SECTION CORNER AS NOTED

ABBREVIATION TABLE

APN	ASSESSOR'S PARCEL NUMBER
BCF	BRASS CAP FLUSH
MCR	MARICOPA COUNTY RECORDER
(M)	MEASURED
LVI	LAST VISUAL INSPECTION
NTS	NOT TO SCALE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT



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.

ALL ELECTRIC LINES SHOWN ARE MEASURED TO THE WINDOW OF THE EQUIPMENT PAD UNLESS OTHERWISE NOTED.

BASIS OF BEARINGS:
THE ARIZONA STATE PLANE COORDINATE
SYSTEM, CENTRAL ZONE, NAD 83 DATUM.

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		SURVEY DIVISION LAND DEPARTMENT
SRP LOWR NUMBER: NA	SCALE: NTS	
I.O. NUMBER: T3428176	SHEET: 2 OF 3	MERLE SCHRADER 69KV UG LOOP-IN NW 1/4, SECTION 07 T.2 S., R.7 E. 7.3 SOUTH - 24.3 EAST
AGENT: BOCKMANN	SHEET SIZE: 8.5"x11"	
DRAWN: MALEK	REVISION: 0	
CHECKED BY: HOWARD	CREW CHIEF: MCCAFFERY	
DATE: 12-05-2023	FIELD DATE: 04-10-2023	

EXHIBIT "A"

NORTHWEST CORNER
OF SECTION 7
FOUND BCF
LVI: 03-27-2019

S88°48'03"W 2650.60'(M)
(BASIS OF BEARINGS)
GERMANN ROAD

NORTH QUARTER CORNER
OF SECTION 7
FOUND CHISELED CROSS
LVI: 02-18-2019
POC

NORTH

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°00'01"W	90.00'
L2	S89°18'22"W	44.00'
L3	N00°00'01"W	90.00'
L4	N89°18'22"E	44.00'

OLD PRICE ROAD

CONTINUUM STREET

POB

L4

L3

L2

S29°32'12"W 1949.75'(TIE)

EASEMENT AREA:
3,960 SQ. FT.
0.091 ACRES

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
SRP LDR NUMBER: NA	SCALE: NTS
I.O. NUMBER: T3428176	SHEET: 3 OF 3
AGENT: BOCKMANN	SHEET SIZE: 8.5"x11"
DRAWN: MALEX	REVISION: 0
CHECKED BY: HOWARD	CREW CHIEF: MCCAFFERY
DATE: 12-05-2023	FIELD DATE: 04-10-2023



SURVEY DIVISION
LAND DEPARTMENT

MERLE SCHRADER
69KV UG LOOP-IN
NW 1/4, SECTION 07
T.2 S., R.7 E.
7.3 SOUTH - 24.3 EAST

**City Council Memorandum Public Works & Utilities Memo No. RE24-056**

Date: April 18, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works & Utility Director
Daniel Haskins, Capital Projects Division Manager
From: Erich Kuntze, Real Estate Administrator
Subject: Resolution No. 5772 Authorizing the Acquisition of Real Property in Fee or by Easement Required for the Price Road Sewer Rehabilitation Project No. WW2302

Proposed Motion:

Move City Council pass and adopt Resolution No. 5772 authorizing the acquisition of real property in fee or by easement required for the Price Road Sewer Rehabilitation Project WW2302; authorizing the city's real estate administrator to sign, on behalf of the city, the purchase agreements, and any other documents necessary to facilitate the acquisitions; authorizing eminent domain proceedings as needed to acquire said the real property and obtain immediate possession thereof; and authorizing relocation assistance as may be required by law.

Background:

The city is rehabilitating sanitary sewer pipe and manholes along Price Road from just south of the Loop 202 Santan Freeway to just south of Queen Creek Road. To perform the rehabilitation, it is necessary to acquire property rights from approximately 15 parcels. The alignment shown on the attached Exhibit "A" map was selected in order to reduce costs by bringing the temporary bypass sewer lines along the Old Price Road alignment rather than down the improved portion of Price Road, in an effort to avoid the intersection of Price and Queen Creek roads. Since these are established properties, it is possible relocation of some personal property or improvements may be required, which will be compensated as required by law. It is not contemplated that any businesses, residential property owners, or tenants will be relocated. The real property rights to be acquired by fee

or easement will be appraised as required and offers of compensation will be made pursuant to the appraised values or as approved by the Public Works & Utilities Director at an amount not exceeding the appraisal by ten percent (10%) or up to \$50,000. Values for access agreements will be negotiated on a case-by-case basis. In the event relocation services are required, the city will provide those services as required by law.

All the acquisitions are temporary construction easements. Easements vary in size due to built improvements within the properties that require additional space to avoid current infrastructure.

Financial Implications:

Funds have been set aside in the project for acquisition and relocation services.

Attachments

Resolution No. 5772

Exhibit A - Location Maps

RESOLUTION NO. 5772

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE ACQUISITION OF REAL PROPERTY IN FEE OR BY EASEMENT REQUIRED FOR THE PRICE ROAD SEWER REHABILITATION PROJECT WW2302; AUTHORIZING THE CITY'S REAL ESTATE ADMINISTRATOR TO SIGN, ON BEHALF OF THE CITY, THE PURCHASE AGREEMENTS AND ANY OTHER DOCUMENTS NECESSARY TO FACILITATE THE ACQUISITIONS; AUTHORIZING EMINENT DOMAIN PROCEEDINGS AS NEEDED TO ACQUIRE THE REAL PROPERTY AND OBTAIN IMMEDIATE POSSESSION THEREOF; AND AUTHORIZING RELOCATION ASSISTANCE AS MAY BE REQUIRED BY LAW.

WHEREAS, the City of Chandler is planning to rehabilitate and/or replace its sewer piping along Price from just south of the Route 202 Freeway to Queen Creek Road as depicted in Exhibit "A" attached hereto and made a part hereof, to improve service within the city and to be a benefit to the public; and

WHEREAS, in order to allow the Project to proceed and be constructed in accordance with its schedule, the City of Chandler needs to acquire real property rights in fee or by easement along the alignment depicted in the attached aerial map; and

WHEREAS, the City is authorized by law to acquire, whether by purchase or dedication, such real property rights as are needed for public purposes; and

WHEREAS, the acquisition of some of the real property rights for the Project may result in the relocation of personal property.

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

- Section 1. Determines that the acquisition of real property rights by fee or by easement for the Price Road Sewer Rehab project WW2302, as depicted in Exhibit "A," is for a public and necessary purpose, and is in the best interest of the citizens of the City of Chandler.
- Section 2. Authorizes and directs the City of Chandler to purchase the real property rights in fee or by easement for an amount equal to the market value to be acquired as determined by appraisal, or as approved by the Public Works & Utilities Director at an amount not exceeding the appraisal by ten percent (10%) or up to \$50,000. Written offers must be in a form approved by the Chandler City Attorney and each purchase agreement entered into with a

property owner must be approved as to form by the Chandler City Attorney prior to being deposited into escrow.

Section 3. Subject to Section 2 above, authorizes the City's Real Estate Administrator, any city real estate officer acting on the Administrator's behalf, or any retained right-of-way consultant acting at the direction of the Real Estate Administrator, to make written offers for said real property and, where accepted, to execute, deliver and deposit into escrow as required, the approved purchase agreements along with all other documents and instructions necessary to consummate the purchase of said real property. In the event that only an access agreement is required, said access agreement may be recorded as determined by staff without using an escrow agent.

Section 4. Where any such written offer is not accepted within a reasonable period of time for negotiation, authorizes and directs the Chandler City Attorney to commence condemnation (eminent domain) proceedings to acquire, in the name of the City of Chandler, said real property, including any improvements thereon, and to secure immediate possession of such real property, for the public purpose of constructing the Price Road Sewer Rehabilitation Project WW2302, and further directs the Chandler City Attorney to do and to perform all acts necessary in furtherance of the acquisition of title to and immediate possession of said real property.

Section 5. Authorizes the City of Chandler to provide such relocation assistance, including benefits, as may be required by law. The City's Real Estate Administrator will make the initial determination of any of any claim received for relocation benefits; any administrative appeal from such decision shall be considered and acted upon by and through the Real Estate Administrator or persons acting under the Administrator's direction or on the Administrator's behalf for such purpose, whose decision will be final in accordance with applicable law.

Section 6. Directs that if City of Chandler staff are unable to acquire any needed real property rights through voluntary sale by the property owner, the City Council shall meet in executive session pursuant to ARS § 38-431.03 to discuss the matter prior to commencement of condemnation proceedings as described above. This provision shall not apply to condemnation proceedings requested by the property owner or properties located outside the City's incorporated limits.

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

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5772 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.

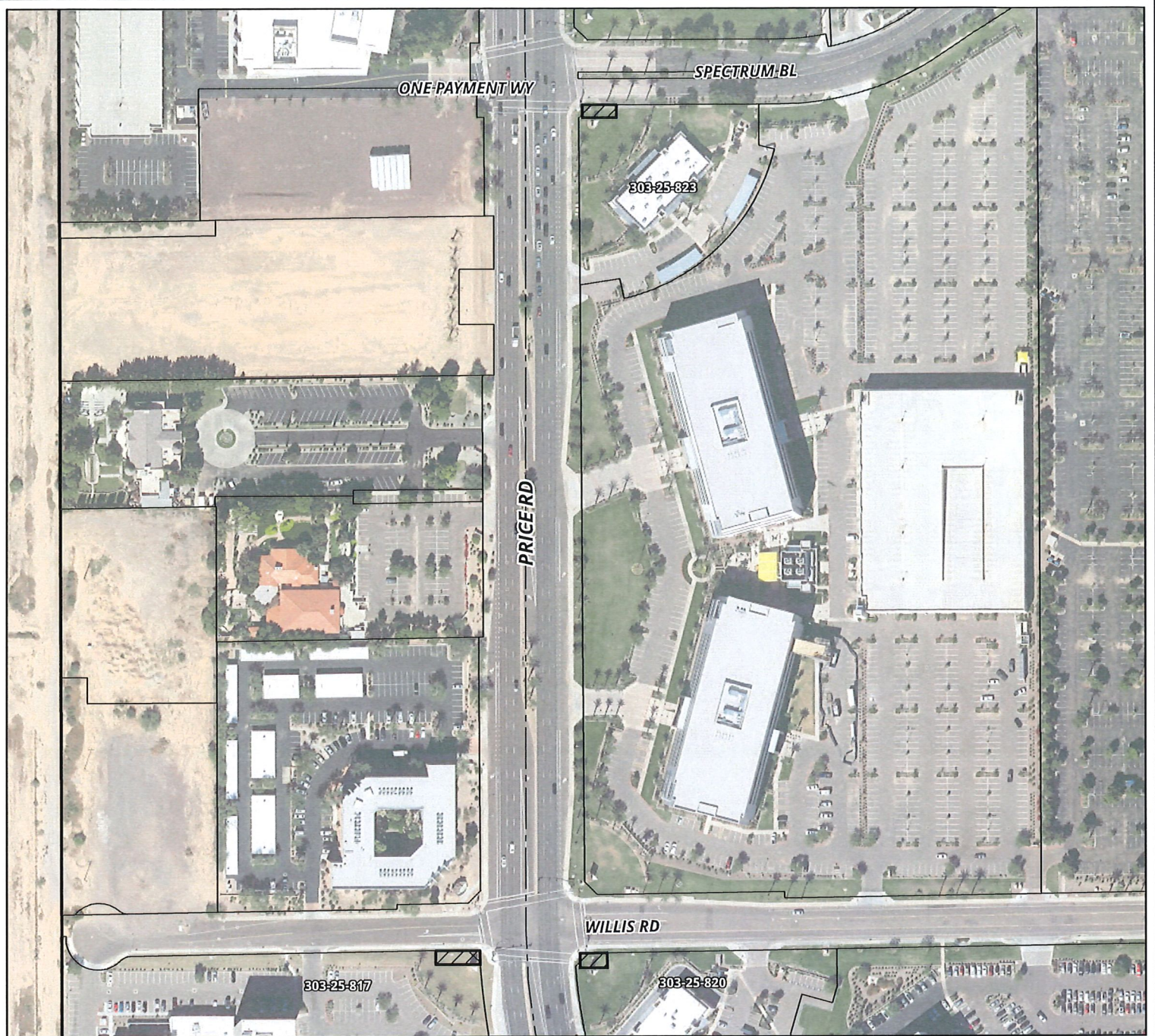
CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

DMG

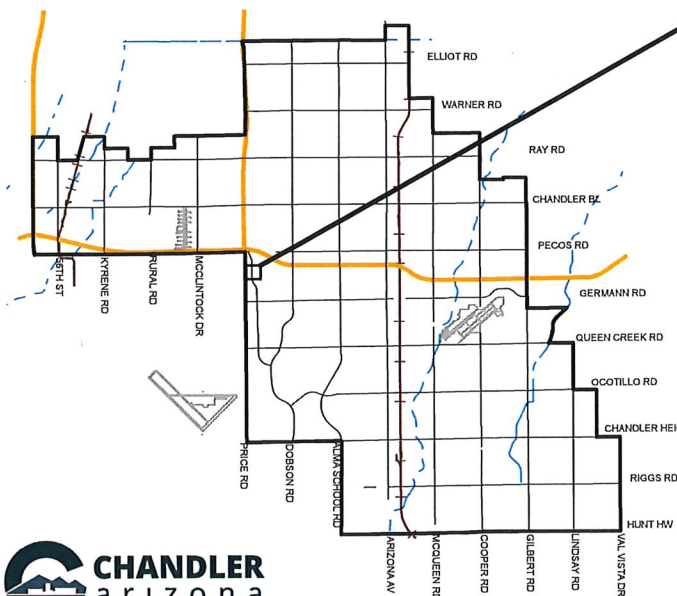
EXHIBIT "A"

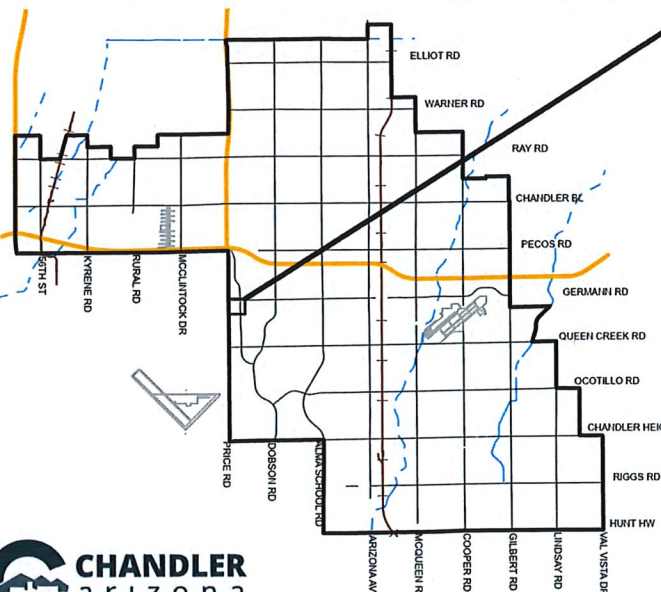


RESOLUTION NO. 5772 AUTHORIZING THE ACQUISITION OF REAL PROPERTY IN FEE OR BY EASEMENT REQUIRED FOR THE PRICE ROAD SEWER REHAB PROJECT WW2302, AS SHOWN ON THE ATTACHED MAP, AUTHORIZING THE CITY'S REAL ESTATE ADMINISTRATOR TO SIGN, ON BEHALF OF THE CITY, THE PURCHASE AGREEMENTS, AND ANY OTHER DOCUMENTS NECESSARY TO FACILITATE THE ACQUISITIONS; AUTHORIZING EMINENT DOMAIN PROCEEDINGS AS NEEDED TO ACQUIRE SAID REAL PROPERTY AND OBTAIN IMMEDIATE POSSESSION THEREOF; AND RELOCATION ASSISTANCE AS MAY BE REQUIRED BY LAW

MEMO NO. RE24-056

 PROPOSED CONSTRUCTION
 TEMPORARY EASEMENTS



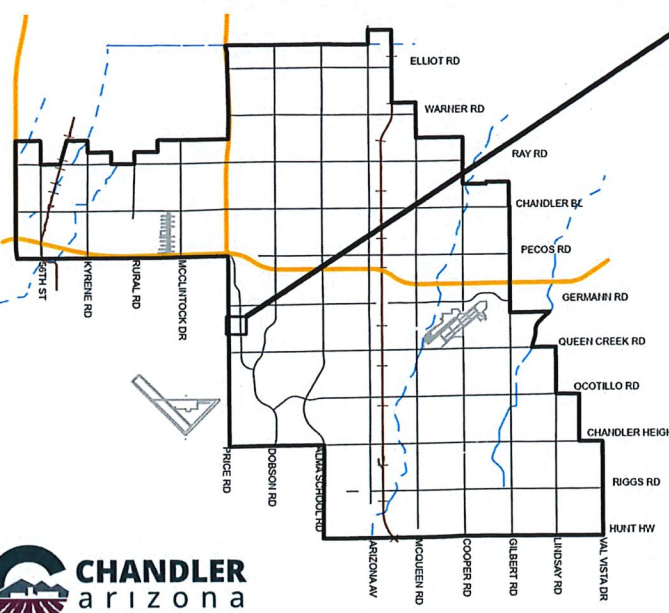


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MEMO NO. RE24-056

 PROPOSED CONSTRUCTION
 TEMPORARY EASEMENTS



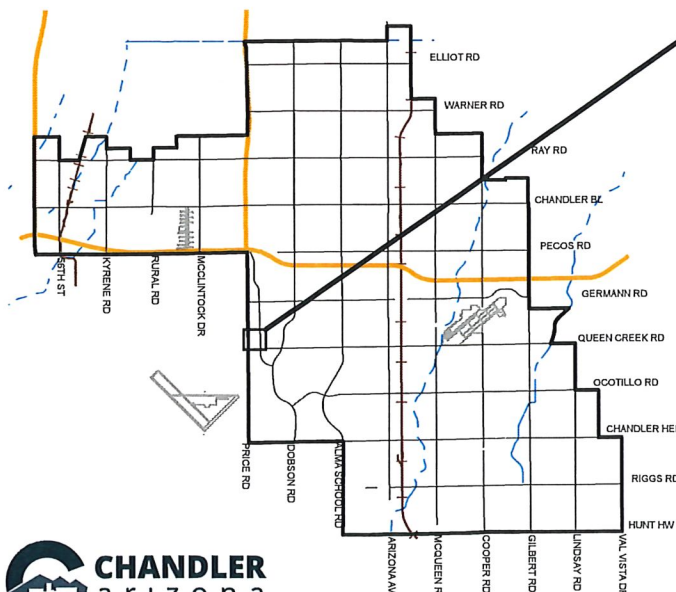


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 PROPOSED CONSTRUCTION
 TEMPORARY EASEMENTS



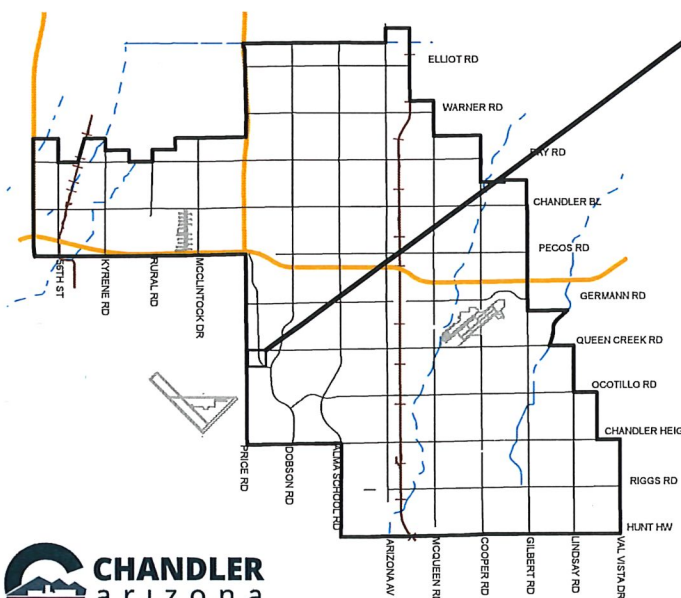


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MEMO NO. RE24-056

 PROPOSED CONSTRUCTION
 TEMPORARY EASEMENTS





RESOLUTION NO. 5772 AUTHORIZING THE ACQUISITION OF REAL PROPERTY IN FEE OR BY EASEMENT REQUIRED FOR THE PRICE ROAD SEWER REHAB PROJECT WW2302, AS SHOWN ON THE ATTACHED MAP, AUTHORIZING THE CITY'S REAL ESTATE ADMINISTRATOR TO SIGN, ON BEHALF OF THE CITY, THE PURCHASE AGREEMENTS, AND ANY OTHER DOCUMENTS NECESSARY TO FACILITATE THE ACQUISITIONS; AUTHORIZING EMINENT DOMAIN PROCEEDINGS AS NEEDED TO ACQUIRE SAID REAL PROPERTY AND OBTAIN IMMEDIATE POSSESSION THEREOF; AND RELOCATION ASSISTANCE AS MAY BE REQUIRED BY LAW

MEMO NO. RE24-056

 PROPOSED CONSTRUCTION
 TEMPORARY EASEMENTS





City Council Memorandum Public Works & Utilities Memo No. CP24-133

Date: April 18, 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, Capital Projects Division Manager
From: Viviana Barrientes, Engineering Project Manager
Subject: Construction Agreement No. ST2007.401, with Action Direct, LLC, dba Redpoint Contracting, for the Hamilton Street Improvements from Iris Place to Appleby Road

Proposed Motion:

Move City Council award Construction Agreement No. ST2007.401, to Action Direct, LLC, dba Redpoint Contracting, for the Hamilton Street Improvements from Iris Place to Appleby Road, in an amount not to exceed \$4,518,727.

Background/Discussion:

On May 10, 2019, the City of Chandler entered into an Intergovernmental Agreement with the Chandler Unified School District (CUSD) for the new District Central Transportation Facility, located at 3750 S. Centre Point Parkway. The IGA called for CUSD to dedicate right-of-way and provide engineering design and construction of certain transportation improvements at the same time the bus facility was constructed. Pursuant to the IGA, improvements to Hamilton Street from Appleby Road to Iris Place are the responsibility of the City and CUSD.

This project is for improvements on Hamilton Street, Carob Drive, and Centre Point Parkway as required for the CUSD Central Transportation Facility and adjacent city-owned parcels. Street improvements include curb and gutter, sidewalk, curb ramps, streetlights, storm drainage, irrigation, and wet/dry utility improvements. These improvements required the city to purchase and CUSD to dedicate needed right-of-way, drainage easements, utility easements, and temporary construction easements.

The project scope of work is for the construction of the related curb and gutter, sidewalk, curb ramps, streetlights, storm drainage, irrigation, and wet/dry utility improvements, as designed. The agreement completion time is 395 calendar days following Notice to Proceed.

A related Construction Management Services Agreement with Entellus, Inc., for the Hamilton Street Improvements from Iris Place to Appleby Road, is also scheduled for this City Council meeting.

Evaluation:

Seven (7) bids were opened on February 14, 2024. The bid results were as follows:

Contractor	Bid Total
Action Direct LLC, dba Redpoint Contracting	\$4,518,727.00
DCS Contracting, Inc.	\$4,610,202.35
Combs Construction Company, Inc.	\$5,274,918.95
AJP Electric, Inc.	\$5,339,051.80
Sunland Asphalt & Construction, LLC	\$5,749,954.27
Hunter Contracting Co.	\$5,844,584.16
B&F Contracting, Inc.	\$6,272,697.84

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
411.3310.6210.6ST755	General Obligation Bonds	Hamilton St (Appleby Dr – Carob Dr)	\$2,554,123.31	Y
417.3310.6210.6ST755	Capital Grants/CUSD	Hamilton St (Appleby Dr – Carob Dr)	\$1,517,965.19	Y
601.3820.6714.6WA110	Water Bonds	Water System upgrades w/street proj	\$320,556.00	Y
610.3910.6813.6WW192	Reclaimed Water Reserves	Effluent Reuse - Transmission Mains	\$126,082.50	Y

Attachments

Location Map

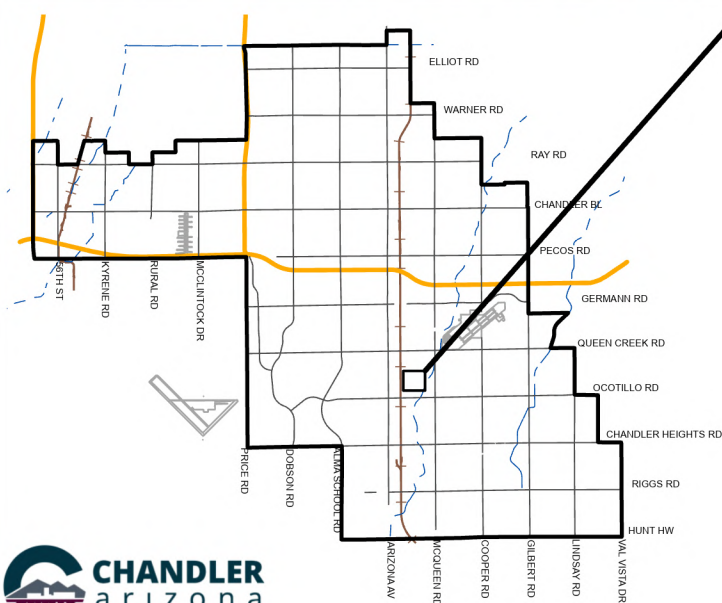
Agreement - Action Direct



**PROFESSIONAL SERVICES AGREEMENT FOR
CONSTRUCTION SERVICES WITH ACTION DIRECT
LLC DBA REDPOINT CONTRACTING FOR THE
HAMILTON STREET IMPROVEMENTS FROM
IRIS PLACE TO APPLEBY ROAD
PROJECT NO. ST2007.401**

MEMO NO. CP24-133

 PROJECT AREA





**CITY OF CHANDLER, ARIZONA
PUBLIC WORKS & UTILITIES DEPARTMENT
CAPITAL PROJECTS DIVISION**

CONSTRUCTION AGREEMENT

**HAMILTON STREET IMPROVEMENTS FROM
IRIS PLACE TO APPLEBY ROAD**

CITY PROJECT NO.: ST2007.401

MAYOR

Kevin Hartke

VICE MAYOR

Matt Orlando

COUNCIL

OD Harris Christine Ellis

Mark Stewart Angel Encinas Jane Poston

Daniel Haskins

**Daniel Haskins, P.E.
CIP City Engineer**

CITY OF CHANDLER, ARIZONA

HAMILTON STREET IMPROVEMENTS FROM IRIS PLACE TO APPLEBY ROAD

CITY PROJECT NO.: ST2007.401

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CONSTRUCTION SERVICES AGREEMENT

PROJECT NO.: ST2007.401

This Agreement ("Agreement") is made and entered into on the _____ day of _____, 2024, by and between City of Chandler, an Arizona municipal corporation, hereinafter called "City" and **Action Direct LLC dba Redpoint Contracting** the "Contractor" designated below (City and Contractor may individually be referred to as "Party" and collectively referred to as "Parties").

City and Contractor agree as follows:

ARTICLE 1 - PARTICIPANTS AND PROJECT

CITY: CIP City Engineer: Daniel Haskins, P.E.
Public Works & Utilities Department
P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
Phone: 480-782-3335 Email: Daniel.haskins@chandleraz.gov

CITY: Construction Project Manager: Scott Riter
Public Works & Utilities Department
P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008
Phone: 480-782-3328 Email: scott.riter@chandleraz.gov

Contractor:	Legal Company Name:	<u>Action Direct LLC dba Redpoint Contracting</u>
	Mailing Address:	<u>39506 N. Daisy Mtn Dr. Ste #122- 430 Phoenix, AZ 85086</u>
	Physical Address:	<u>same</u>
	Arizona Roc No.:	<u>265009</u>
	Federal Tax Id No.:	<u>27-2210080</u>
	State Where Organized:	<u>Arizona</u>
	Business Organization:	<u>Limited liability company</u>
	Statutory Agent Name:	<u>Scott Mitchell</u>
	Statutory Agent Mailing Address:	<u>39506 N. Daisy Mtn Dr. Ste #122- 430 Phoenix, AZ 85086</u>
	Statutory Agent Physical Address:	<u>same</u>

Contractor's Authorized Project Representative:

Name:	<u>Joe Hintz</u>
Title:	<u>Director of Operations</u>
Phone:	<u>602-320-9778</u>
Email:	<u>Joe@redpointcontracting.com</u>

PROJECT DESCRIPTION:

The City of Chandler entered into an Intergovernmental Agreement (IGA) with the Chandler Unified School District (CUSD) on May 10, 2019, for the new District Central Transportation Facility, located at 3750 S. Centre Point Parkway. The IGA called for CUSD to dedicate right-of-way and provide engineering design and construction of certain transportation improvements at the same time the bus facility was constructed. Improvements to Hamilton Street from Appleby Road to Iris Place are the responsibility of the City and CUSD pursuant to the IGA.

This project is for improvements on Hamilton Street, Carob Drive, and Centre Point Parkway as required for the CUSD Central Transportation Facility and adjacent City-owned parcels. Street improvements include curb and gutter, sidewalk, curb ramps, streetlights, storm drainage, irrigation, and wet/dry utility improvements. These improvements required the City to purchase, and CUSD to dedicate, needed right-of-way, drainage easements, utility easements, and temporary construction easements.

The project scope of work consists of procurement of materials, installation tasks, replacement of existing concrete and asphalt surfaces due to construction, and utility work. The contract completion time is 395 calendar days following Notice to Proceed.

PROJECT LOCATION:

Hamilton Street Improvements From Iris Place to Appleby Road.

ARTICLE 2 - AGREEMENT DOCUMENTS

2.1 AGREEMENT DOCUMENTS

The Agreement between City and Contractor will consist of the following Agreement Documents:

1. This Construction Services Agreement and all of its Exhibits, including Project Plans and Technical Specifications.
2. General Conditions and General Conditions Appendices, incorporated by reference.
3. Project Specific Special Provisions as set forth in Exhibit A, incorporated by reference.
4. Project Bid Proposal.

2.2 In the event of any inconsistency, conflict, or ambiguity between or among the Agreement Documents, the Agreement Documents will take precedence as described in Section 14.1.4 of the General Conditions.

2.3 DEFINITIONS

The definitions in Section 2 of the General Conditions apply to all the Agreement Documents, including this Agreement.

ARTICLE 3 - CONSTRUCTION SERVICES

3.1 GENERAL

3.1.1 Scope of Work. All terms and conditions are set forth in the Agreement. Any terms and conditions and exceptions noted in the Contractor's proposal or other documents do not apply unless agreed to in this Agreement or an approved addendum.

3.1.2 Contractor agrees this is a Unit Price Agreement. Contractor agrees at its own cost and expense, to do all Work necessary required to fully, timely and properly complete the construction of the Project in strict accordance with the Agreement Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, within the Agreement time.

3.1.3 Contractor must provide all of the labor and materials, and perform the Work in accordance with Section 4 of the General Conditions. Some, but not all, of the major components of the Construction Services and the corresponding subsections of Section 4 of the General Conditions are set forth below.

3.1.4 At all times relevant to this Agreement and performance of the Work, the Contactor must fully comply with all Laws, Regulations, or Legal Requirements applicable to City,

the Project and the Agreement, including, without limitation, those set forth on attached Exhibit A.

- 3.1.5 Contractor must perform the Work under this Agreement using only those firms, team members and individuals designated by Contractor consistent with Contractor's accepted Bid, or otherwise, approved by City pursuant to the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.
- 3.1.6 Contractor must comply with all terms and conditions of the General Conditions.
- 3.1.7 In the event of a conflict between this Agreement and the General Conditions or an exhibit hereto or appendix thereto, the terms of this Agreement will control.
- 3.1.8 Ownership of Work Product. Notwithstanding anything to the contrary in this Agreement, all Work Product prepared or otherwise created in connection with the performance of this Agreement, including the Work, are to be and remain the property of City. For purposes of this provision, "Work Product" will include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product will be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If for any reason, any such Work is found not to be a Work Made for Hire, Contractor hereby transfers and assigns ownership of the copyright in such Work to City. The rights in this Section are exclusive to City in perpetuity.

3.2 **CONTRACTOR'S PRE-AGREEMENT AND PRE-WORK DELIVERABLES**

- 3.2.1 The Contractor must provide the Deliverables in accordance with Section 4.2 of the General Conditions.

3.3 **PRE-CONSTRUCTION CONFERENCE**

Contractor must attend the Pre-Construction Conference in accordance with Section 4.3 of the General Conditions.

3.4 **PERFORMANCE OF THE WORK (INCLUDING FIELD MEASUREMENTS, SUBCONTRACTORS, AND SUPPLIERS)**

Contractor must perform the Work in accordance with Section 4.4 of the General Conditions.

3.5 **CONTROL OF THE PROJECT SITE**

Contractor must control and maintain the Project Site in accordance with Section 4.5 of the General Conditions.

3.6 **PROJECT SAFETY**

Contractor must implement and enforce Project safety in accordance with Section 4.6 of the General Conditions.

3.7 **MATERIALS QUALITY, SUBSTITUTIONS AND SHOP DRAWINGS**

Contractor must provide materials testing and submit substitute materials and Shop Drawings in accordance with Section 4.7 of the General Conditions.

3.8 **PROJECT RECORD DOCUMENTS**

Contractor must maintain and make available the Project Record Documents in accordance with Section 4.8 of the General Conditions.

3.9 **WARRANTY AND CORRECTION OF DEFECTIVE WORK**

Contractor must provide warranties and correct defective Work in accordance with Section 4.9 of the General Conditions.

ARTICLE 4 - CITY RESPONSIBILITIES

4.1 City will have the responsibilities, and provide the information specified in, and subject to the conditions set forth in, Section 5 of the General Conditions.

ARTICLE 5 - AGREEMENT TIME

5.1 **GENERAL**

5.1.1 The total Agreement Duration is **395** Calendar Days (including Substantial Completion by **365** Calendar Days and Final Acceptance by **395** Calendar Days).

5.1.2 The Agreement Time will start with the Notice to Proceed (NTP) and end with Final Acceptance, as set forth in Article 5.4 below.

5.1.3 The Agreement Time will be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project through Final Acceptance within the Agreement Time.

5.1.4 Time is of the essence of this Agreement for the Project, and for each phase and designated Milestone thereof.

5.1.5 Failure on the part of Contractor to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for termination of this Agreement by City.

5.2 PROJECT SCHEDULE

5.2.1 The Project Schedule will be updated and maintained throughout Contractor's performance under this Agreement in accordance with Section 6.2 of the General Conditions.

5.2.2 Work must be completed to meet the following milestones after the Notice to Proceed:

	<u>Milestone</u>		<u>Time</u>	<u>Liquidated damages for delay</u>	
1.	n/a	within	n/a	\$ n/a	per calendar day

5.3 SUBSTANTIAL COMPLETION

Substantial Completion must be achieved no later than the Substantial Completion Date set forth in the Project Schedule. Substantial Completion will be determined in accordance with Section 6.3 of the General Conditions.

5.4 FINAL ACCEPTANCE

5.4.1 Final Acceptance will be obtained within the time period set forth in the Project Schedule.

5.4.2 Final Acceptance will be issued pursuant to Section 6.5 of the General Conditions.

5.5 LIQUIDATED DAMAGES

5.5.1 Substantial Completion Liquidated Damages. Contractor acknowledges and agrees that if Contractor fails to obtain Substantial Completion of the Work within the Agreement Time, City will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, City and Contractor agree that if Contractor fails to achieve Substantial Completion of the Work within the Agreement Time, City will be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9.

5.5.2 Final Acceptance Liquidated Damages. For the same reasons set forth in Article 5.5.1 above, City and Contractor further agree that if Contractor fails to achieve Final Acceptance of the Work within the Agreement Time, City will be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the sum per calendar day as indicated in MAG § 108.9 commencing from the actual date of Substantial Completion or Final Acceptance as required under the Agreement.

5.5.3 MAG Liquidated Damages. Liquidated damages provisions in MAG § 108.9 will apply.

5.5.4 City may deduct liquidated damages described in this Article 5.5 from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor will be payable to City at the demand of City, together with interest from the date of the demand at the highest lawful rate of interest payable by Contractor.

5.6 **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES ONLY**

5.6.1 Contractor and City waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes.

1. Damages incurred by City for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
2. Damages incurred by Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

5.6.2 This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement. Nothing contained in this Article 5.6 will be deemed to preclude an award of liquidated damages, when applicable, in accordance with Article 5.5 above.

5.6.3 Nothing herein will be deemed to constitute a waiver of any other remedy available to City in the event of Contractor's default under this Agreement prior to full performance of the Work including, as applicable, specific performance or completion of the Work on behalf of Contractor, the cost and expense of which will be offset against any monies then or thereafter due to Contractor (if any) and otherwise immediately reimbursed to City by Contractor.

ARTICLE 6 - AGREEMENT PRICE

6.1 **AGREEMENT PRICE**

6.1.1 In exchange for Contractor's full, timely, and acceptable performances and construction of the Work under this Agreement, and subject to all of the terms of this Agreement, City will pay Contractor the "Agreement Price," which is **\$4,518,727**.

6.1.2 The Agreement Price is all-inclusive and specifically includes all fees, cost, insurance and bond premiums, and taxes of any type necessary to fully, properly and timely perform and construct Work.

6.2 CHANGES TO AGREEMENT PRICE

Shall be determined under Section 9 of the General Conditions.

ARTICLE 7 - PAYMENT

Payments will be made to Contractor in accordance with Section 8 of the General Conditions.

ARTICLE 8 - CHANGES TO THE AGREEMENT

Changes to the Agreement may be made in strict accordance with Section 9 of the General Conditions.

ARTICLE 9 - SUSPENSION AND TERMINATION

This Agreement may be suspended or terminated in accordance with Section 10 of the General Conditions.

ARTICLE 10 - INSURANCE AND BONDS

- 10.1 Contractor must provide insurance in accordance with Sections 11.1 through 11.3 of the General Conditions. Contractor must provide proof of such insurance and all required endorsements in forms acceptable to City prior to commencing any Work under this Agreement.
- 10.2 Contractor must provide performance and payment bonds to City in Accordance with Section 11.4 of the General Conditions and A.R.S. § 34-222.
- 10.3 Failure to provide proof of insurance and the required endorsements, or the required bonds, in forms acceptable to City, will be a material breach and grounds for termination for cause of this Agreement.

ARTICLE 11 - INDEMNIFICATION

Contractor must have and assume the indemnity obligations set forth in Section 12 of the General Conditions.

ARTICLE 12 - DISPUTE RESOLUTION

Any claims or disputes relating to this Agreement will be resolved according to the dispute resolution process set forth in Section 13 of, and Appendix 6 to, the General Conditions.

ARTICLE 13 - 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 hereto have executed this Agreement through their duly authorized representatives and bind their respective entities as of the effective date.

"CITY" CITY OF CHANDLER

"CONTRACTOR"

Action Direct LLC dba Redpoint Contracting

MAYOR

Joe Hintz March 11, 2024
Signature Date

RECOMMENDED BY:

Daniel Haskins
Daniel Haskins, P.E.
CIP City Engineer

Joe Hintz
Print Name

Director
Title

joe@redpointcontracting.com
Signer Email Address

APPROVED AS TO FORM:

City Attorney 

ATTEST:

City Clerk Seal

**City Council Memorandum Public Works & Utilities Memo No. UA24-067**

Date: April 18, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: Tabitha Sauer, Solid Waste Manager
Subject: Agreement No. SW2-100-4480, Amendment No. 2, with Sierra Container Group, LLC, for Refuse and Recycling Containers

Proposed Motion:

Move City Council approve Agreement No. SW2-100-4480, Amendment No. 2, with Sierra Container Group, LLC, for refuse and recycling containers, in an amount not to exceed \$500,000, for the period of one year, beginning May 16, 2024, through May 15, 2025.

Background/Discussion:

The Solid Waste Services Division purchases approximately 6,400 plastic refuse and recycling curbside containers annually. The containers are provided to newly constructed homes and existing homes requiring a replacement container or additional containers.

Evaluation:

On May 12, 2022, City Council approved an agreement with Sierra Container Group, LLC, for refuse and recycling containers, for a one-year period, with the option of up to four one-year extensions. The contractor has agreed to extend for one additional year at the same terms, conditions, and pricing. Staff recommends the extension of the agreement for the term of May 16, 2024, through May 15, 2025. This is the second extension of the original agreement.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
625.3700.5325.0.0.0	Solid Waste Operating	Solid Waste Containers	\$500,000	N

Attachments

Amendment - Sierra Container Group



City Clerk Document No. _____

City Council Meeting Date: April 18, 2024

**AMENDMENT TO CITY OF CHANDLER AGREEMENT
REFUSE AND RECYCLING CONTAINERS
CITY OF CHANDLER AGREEMENT NO. SW2-100-4480**

THIS AMENDMENT NO. 2 (Amendment No. 2) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Sierra Container Group, LLC (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 the purchase refuse and recycling containers (Agreement); and

WHEREAS, the term of the Agreement was May 16, 2022, through May 15, 2023, with the option of up to four one-year extensions; and

WHEREAS, the Parties wish to exercise the second option through this Amendment to extend the Agreement for 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 May 16, 2024, through May 15, 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. 2 by this reference. Total payments made to the Contractor during the term of this Amendment No. 2 will not exceed \$500,000.

4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 2 and the Agreement, the terms and conditions in this Amendment No. 2 prevail and control.

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

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Andrew Moore

Its: Vice President

APPROVED AS TO FORM:

By: _____

City Attorney

JMB

ATTEST:

By: _____

City Clerk



City Council Memorandum Development Services Memo No. 24-009

Date: April 18, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager and Acting Development Services Director
From: Benjamin Cereceres, Planner
Subject: PLH23-0044 QuikTrip Convenience Store and Gas Station
Introduction and Tentative Adoption of Ordinance No. 5084
Request: Amend the Planned Area Development (PAD) zoning for commercial uses to permit a fuel service station
Location: 2000 W. Ray Road, located at the northwest corner of Dobson and Ray roads
Applicant: Brian Greathouse, Burch & Cracchiolo, P.A.

Proposed Motion:

Rezoning

Move City Council introduce and tentatively adopt Ordinance No. 5084 approving PLH23-0044 QuikTrip Convenience Store and Gas Station, amending the Planned Area Development (PAD) zoning for commercial uses 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.

Background Data:

Project Update:

- 2nd Neighborhood Meeting held April 3, 2024
- Twenty (20) Individuals in attendance
- Both residents in support and opposed to the request attended
- Concerns include traffic, potential transients, and potential crime.
- Zoned Planned Area Development (PAD) for Community Commercial (C-2) uses; approved on June 25, 1998
- Existing building (originally Osco Drug store) constructed in 2001
- Existing zoning/preliminary development plan does not permit fuel service stations
- Zoning amendment required to establish a fuel service station with a convenience store

Surrounding Land Use Data:

North	Agriculture District (AG-1) with Use Permit for Private School	South	Across Ray Road: Planned Area Development (PAD) for single-family residential
East	Across Dobson Road: Planned Area Development (PAD) for commercial	West	Planned Area Development (PAD) for commercial

General Plan and Area Plan Designations:

	Existing	Proposed
General Plan	Neighborhoods	No Change

Proposed Development

	Convenience Store with Gas Station
Building Square-Footage	5,312
Building Height	20'-0"
Number of Fuel Pumps	8
Parking Spaces Required	30
Parking Spaces Provided	50

Review and Recommendation

The original zoning case allows for commercial uses. However, fuel stations are not a permitted use in any commercial zoning district and require either a Use Permit or rezoning to PAD. The proposal to allow for a convenience store with fuel station can be processed through an amendment to the existing PAD zoning.

The site is located at the northwest corner of Ray and Dobson Roads. In 1998 the current 17,042 square-foot building was constructed for an Osco Drug store and has changed tenants over the years. If this request is approved, the existing building will be demolished to make way for the proposed 5,312 square-foot building and a 7,287 square-foot fueling canopy. The convenience store with fuel station will have 8 fuel pumps. Unique to QuikTrip stores is the location of building entrances being provided not only at the front of the building, but also at each side of the building. The additional entrances allow for patrons to be separated depending on their choice of commodity being acquired, allowing for patrons that do not want fuel to be separated from the fuel station vehicular activities.

Building architecture is enhanced beyond standard fuel station designs. With the inclusion of building entrances on the sides of the building, the design team pushed the entrances out past the wall plane, creating a vestibule style entrance. Canopies are provided at all entrances, with the main entrance having a canopy wider than the side entrances, creating a natural hierarchy. The proposed site layout and building design is consistent with the surrounding development in quality and architecture by using similar earth tone colors and materials, such as split-face block wainscoting. In addition, the use of stacked stone, EIF's (stucco), and brick create additional architectural interest. The fuel vents proposed on the gas canopy will be pushed out of sight so as not to be seen from the line of site for the adjacent businesses. Staff finds the proposal to be consistent with the goals of the General Plan and recommends approval subject to conditions.

Traffic Analysis

The applicant has provided a traffic statement that has been reviewed by the City of Chandler Traffic Engineer. The traffic statement compares traffic generation between the proposed QuikTrip and the commercial center approved in the original zoning and finds that QuikTrip and the existing Tutor Time would generate less traffic. In addition, a Capital Improvements Project (CIP) is currently being designed on by the City of Chandler that will eliminate left-hand turn into and out of the QuikTrip on Dobson Road. The anticipated construction dates for the CIP improvements are 2025 or 2026.

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 October 03, 2023 with 25 neighbors in attendance. Neighbors had concerns regarding traffic, potential transients, and potential crime.
- As of the writing of this memo, Planning staff is aware of thirty-two (32) verified neighbors in opposition to the request and eleven (11) verified neighbors in support.
- City staff has written support from Seton Catholic Preparatory and verbal support from Tutor Time. Both business's are adjacent neighbors to the subject site.
- A second neighborhood meeting was held on April 3, 2024 with 20 individuals in attendance. Both residents in support and opposition to the request attended. Concerns included traffic, potential transients, and potential crime.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting February 21, 2024

Motion to Approve

In Favor: 4 Opposed:1 (Heumann) Absent: 2 (Lopez & Barichello)

The case was heard as an action item for a full presentation at the Planning and Zoning Commission meeting. Neighbors voiced concerns about potential traffic and accidents. Along with a neighbor speaking in support of the proposal. The City of Chandler Transportation Engineer was present to address any questions regarding potential traffic or accidents.

Planning and Zoning Commission asked the applicant to create a pedestrian path from QuikTrip to the sidewalk off Dobson Road and to increase the tree sizes to 36' box trees. The applicant has addressed the comments and are shown on the updated plans (attached).

Recommended Conditions of Approval

Ordinance No. 5084 was continued to the meeting of April 18, 2024.

Planning and Zoning Commission recommends the City Council approve the amendment to Planned Area Development (PAD) zoning for commercial uses to permit a fuel service station, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "QuikTrip" and kept on file in the City of Chandler Planning Division, in File No. PLH23-0044 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. 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.
3. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.
4. 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.
5. The landscaping in all open-spaces and right-of-way shall be maintained by the adjacent property owners' association.

Preliminary Development Plan

Planning and Zoning Commission recommends the City Council approve the Preliminary Development Plan subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet entitled "QuikTrip" and kept on file in the City of Chandler Planning Division, in File No. PLH23-0044, 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. Preliminary Development Plan 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.
3. 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.

4. The site shall be maintained in a clean and orderly manner.
5. The landscaping shall be maintained at a level consistent with or better than at the time of planting.
6. Landscaping shall be in compliance with current Commercial Design Standards.

Attachments

Ordinance No. 5084

Vicinity Maps

QuikTrip Development Booklet

Traffic Statement

Letters of Support

Letters of Opposition

ORDINANCE NO. 5084

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY AMENDING THE ZONING ON A PARCEL DESIGNATED AS PLANNED AREA DEVELOPMENT (PAD) FOR COMMERCIAL USES TO PERMIT A FUEL SERVICE STATION IN CASE PLH23-0044 (QUIKTRIP CONVENIENCE STORE AND GAS STATION) LOCATED AT THE NORWEST CORNER OF DOBSON AND RAY ROADS WITHIN THE CORPORATE LIMITS OF THE CITY OF CHANDLER, ARIZONA; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR PENALTIES.

WHEREAS, an application for rezoning certain property within the corporate limits of Chandler, Arizona, has been filed in accordance with Article XXVI of the Chandler Zoning Code; and

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

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

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

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

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

Section 1. Legal Description of Property:

EXHIBIT 'A'

The PAD zoning for commercial uses on said parcel is hereby amended to permit a fuel service station subject to the following conditions:

1. Development shall be in substantial conformance with the attached development booklet, entitled "QuikTrip" and kept on file in the City of Chandler Planning Division, in File No. PLH23-0044 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. 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.
3. Right-of-way dedication to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.
4. 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.
5. The landscaping in all open spaces and right-of-way shall be maintained by the adjacent property owner or property owners' association.

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. 5084 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:

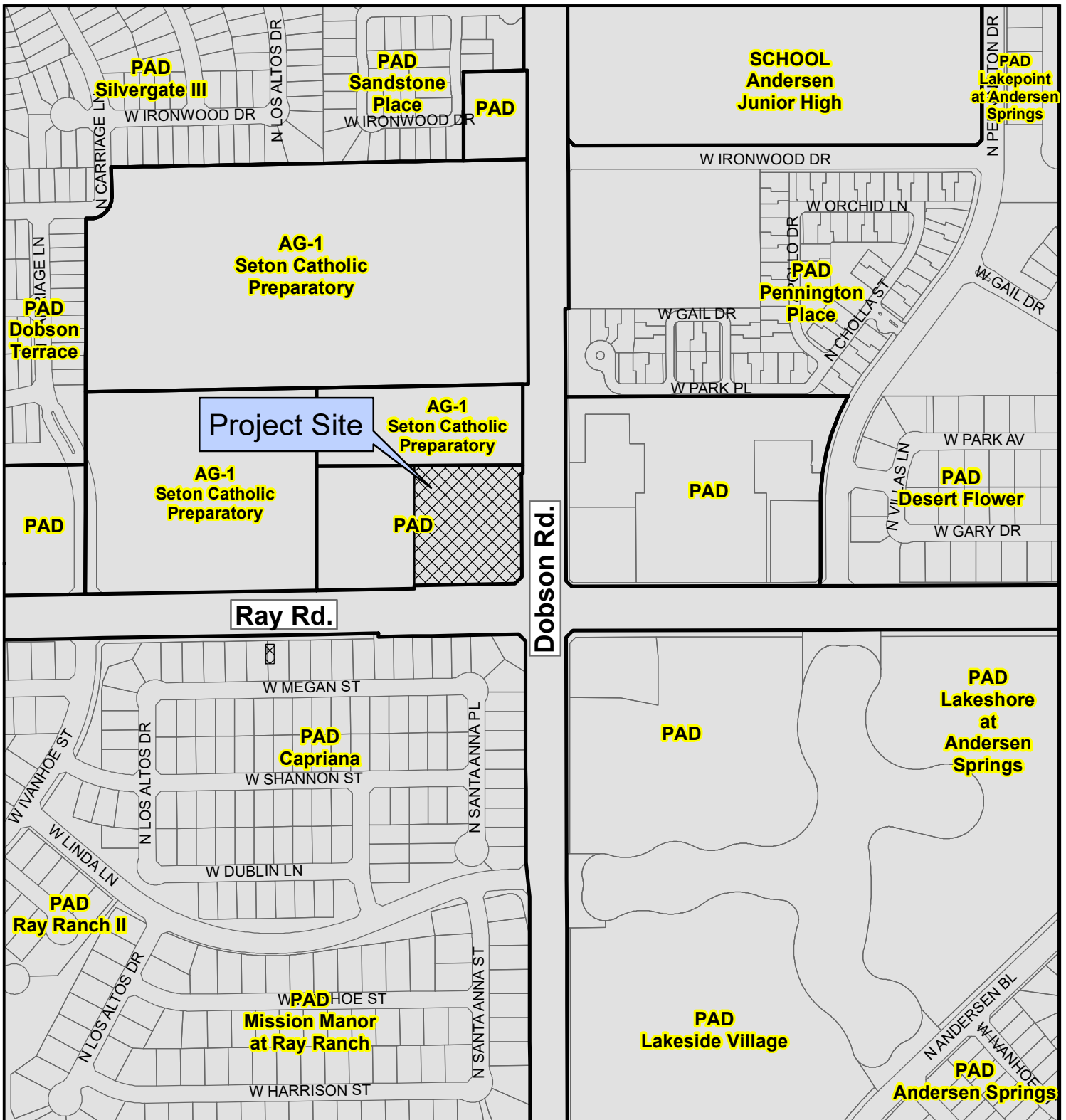
Exhibit A
Legal Description

PARCEL NO. 1:

LOT 1, OSCO STORE ASPI #19-2286, ACCORDING TO THE PLAT
RECORDED IN BOOK 552 OF MAPS, PAGE 2, RECORDS OF
MARICOPA COUNTY, ARIZONA.

PARCEL NO. 2:

ALL RIGHTS AND EASEMENTS AS CONTAINED IN CROSS ACCESS
EASEMENT, MAINTENANCE AND RESTRICTION AGREEMENT
RECORDED JANUARY 30, 2003 IN RECORDING NO.
2003-0114734, RECORDS OF MARICOPA COUNTY, ARIZONA.



PLH23-0044 QuikTrip



Proposed Project Details

2000 W. Ray Rd.

Rezone/Preliminary Development Plan for Fuel Station

2.5 Acres

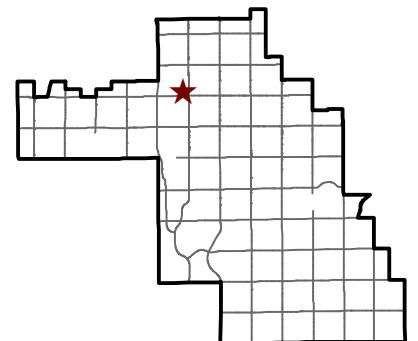


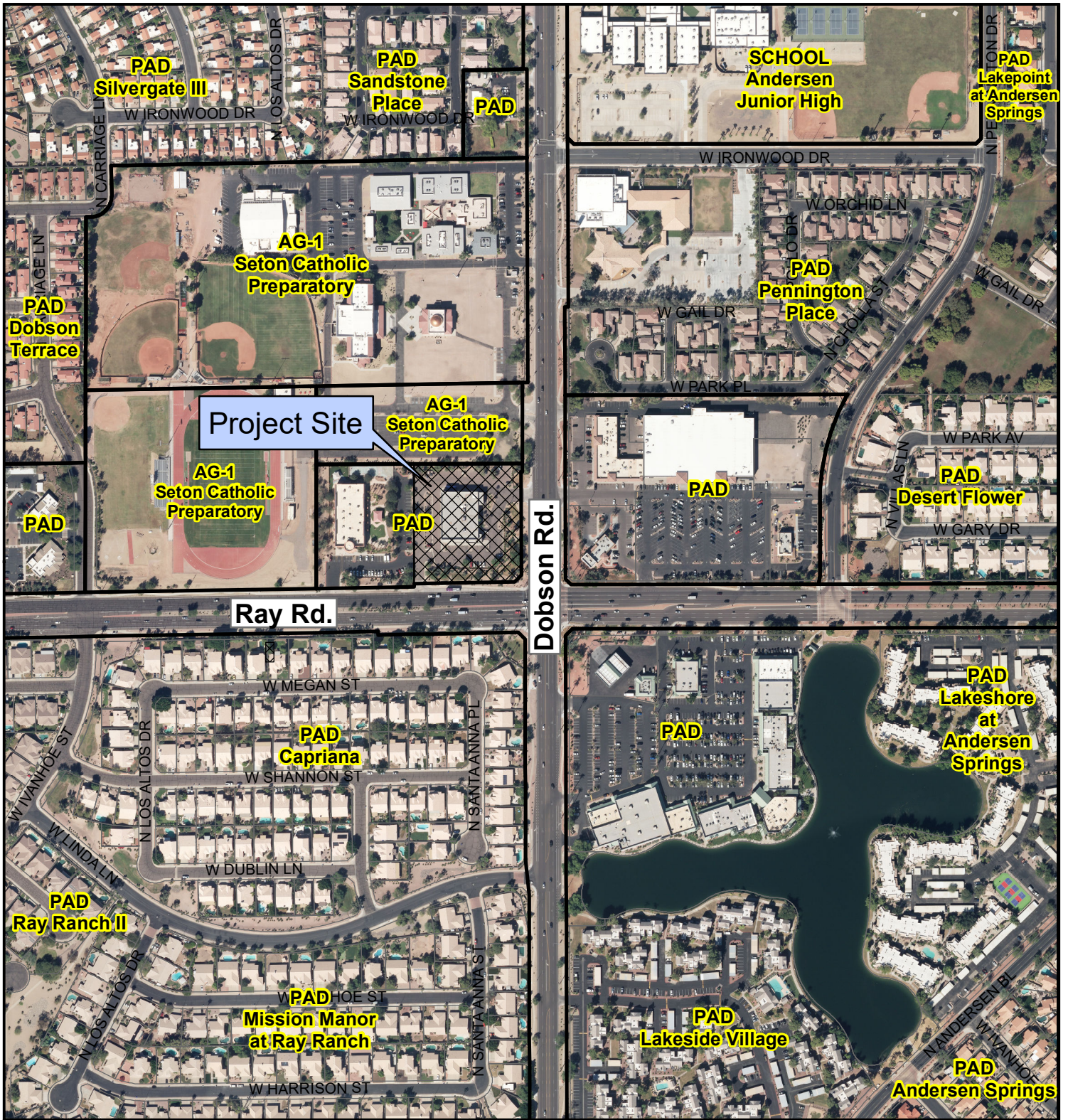
City of Chandler Planning Division

chandleraz.gov/planning

For more information visit:

<https://gis.chandleraz.gov/planning>





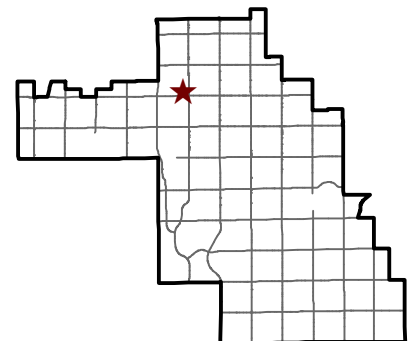
PLH23-0044 QuikTrip



Proposed Project Details
 2000 W. Ray Rd.
 Rezone/Preliminary Development Plan for Fuel Station
 2.5 Acres



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



QUIKTRIP
Planned Area Development
and
Preliminary Development Plan

Northwest Corner of Ray Road and Dobson Road



Case No: PLH23-0044

First Submittal: July 27, 2023

Resubmitted: December 19, 2023

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Exhibit No.	Description
1	Aerial Exhibit
2	Preliminary Site Plan & Details
3	Signage Exhibit
4	Elevations
5	Color and Materials Board
6	Preliminary Landscape Plan & Rendered Landscape Plan
7	Preliminary Grading & Drainage Plan

I. INTRODUCTION AND REQUEST

QuikTrip Corporation (“QT”) is seeking to develop approximately 2.51 net (3.82 gross) acres located at the northwest corner of Ray Road and Dobson Road (APN 302-80-948) (the “Site”) in Chandler (the “City”). See Aerial attached as **Exhibit 1**. QT requests Rezoning and Preliminary Development Plan Review approval to allow the development of the Site as a new QT Convenience Store and Gas Station (“QT Store”) on this underutilized Site. This QT Store will serve a variety of freshly made foods and drinks from a “full-service counter.” Customers can choose from a large variety of food items including ice cream cones, pizza, warm pretzels, toasted sandwiches—and now full sub sandwiches. Specialty coffee drinks, espressos, shakes, smoothies, and more will be offered. QT is excited about the prospect of this new QT Store that will bring jobs and necessary goods and services to the area. The QT Store will be open 24 hours a day, 7 days a week. This location is anticipated to employ dozens of workers. The number of staff present at any one time will vary, but QT anticipates staffing the store with 2-6 employees at a time.

QT requests Preliminary Development Plan (“PDP”) approval and that the Site be zoned from the existing Planned Area Development (“PAD”) Commercial to PAD with the added permitted use of a gas station. As is described below, the proposal is consistent with the General Plan and the surrounding area and will be an asset to the City while making good use of this infill, redevelopment Site.

II. SITE, SURROUNDING AREA, AND EXISTING ZONING

The Site has previously been utilized as an Osco Store and is zoned PAD Commercial (allowing C-2 uses) and designated as “Neighborhoods” on the General Plan. The current zoning allows a variety of commercial uses including “drive-in, drive-up, and all fast-turnover establishments... convenience markets and similar uses.” While this rezone is required to allow fueling, this QT Store is largely fitting with the current zoning designation. Further, the “Neighborhoods” designation allows “a variety of non-residential uses such as commercial, institutional, public facilities, and commercial offices.” QT’s proposed neighborhood-oriented use is suitable for the area and compatible with the surrounding uses. Surrounding uses and designations are as followed:

- North: a parking lot associated with the adjacent preparatory school zoned AG-1
- East: commercial uses including fast food, a bank, and Fry’s (across Dobson Road) zoned PAD
- South: Single-family homes (across Ray Road) zoned PAD
- West: A tutoring and childcare facility zoned PAD

The proposed development complies with the General Plan and is supported by the following goals and policies of the General Plan:

- 1.5 Building a World-Class Economy: Improve the City’s jobs-to-housing ratio with a long-term goal to continue exceeding the county’s average jobs-to-housing balance.
- 1.5 Building a World-Class Economy: Continue to encourage and facilitate the development or reuse of vacant or deteriorating commercial properties.
- 1.1.1 Land Use and Development: Encourage compatible infill projects.
- 1.1.1 Land Use and Development: Emphasize developing a balance of land uses that support community building and a healthy lifestyle while ensuring a positive overall community benefit.

This infill, redevelopment proposal will provide jobs and valuable goods and services in an appropriate location that will benefit the community. A QT Store is fitting for this intersection and mixed-use area and will make good use of the Site. See Preliminary Site Plan attached as **Exhibit 2**.

III. PROPOSED PLANNED AREA DEVELOPMENT

This PAD shall conform with all C-2 standards, uses, and other regulations unless stated otherwise herein.

A. Permitted Uses

The permitted land uses on the Site shall be as follows:

1. The permitted uses and uses permitted with a Use Permit listed under the City’s C-2 Zoning District
2. Gas station/fuel station and convenience market

B. Development Standards

The Development Standards for the Site shall be C-2 Zoning District Standards.

C. Signage

The signage for the Site shall be in conformance with the signage exhibits included in this submittal. (See **Exhibit 3**). Signage will include a monument sign along both Dobson Road and Ray Road. Further, there is a “QuikTrip” sign and button signs on the front of the building, as well as button signs on the fuel station canopies.

IV. PROPOSED PRELIMINARY DEVELOPMENT PLAN

A. Site Layout and Architecture

QT’s proposed development is designed as a quality and attractive commercial development that will create employment opportunities and will be in harmony with the area. The proposed architectural design is fitting with southwest architecture and reflects a design that is respectful of the Arizona desert climate. See elevations attached as **Exhibit 4**. The size and scale of the building and fuel canopy are broken up through well-planned design and the use of a variety of materials. The Site is planned to consist of an approximately 5,312-square-foot store

and an approximately 7,287-square-foot fuel canopy for a total lot coverage of approximately 12,598.5 square feet (11.5% of the Site). The store will be approximately 20 feet in height and features a variety of colors and materials to create visual interest. The store predominately features stucco and stone in neutral shades—as opposed to corporate colors—to fit in with the area. The stucco is “tan” color with contrasting accent bands of “midnight black brick”. Additionally, the façade features stacked stone accents in “Sonoma” color to provide additional variation. See **Exhibit 5**, Color and Materials Board. The large windows (shaded with an awning to reduce heat gain) with aluminum framing add further visual interest. The fuel canopy is proposed to have a height of approximately 17 feet. The fuel canopy has been designed to complement the design of the store and contains the same brick and metal elements as the store building to create a sense of harmony and cohesiveness on the Site. The canopy will allow for double stacking in order to serve up to 16 automobiles at one time.

B. Landscaping

The overall landscape theme incorporates low water use, and regionally appropriate plant material that is suitable for the Sonoran Desert to create an attractive presence. The design and materials create a sense of place within the Site, while adding a fresh approach to a timeless desert environment for the surrounding communities. In addition to the landscaping QT is proposing, the Site has a large amount of existing landscaping that will remain in place. Specifically, the street frontages of Ray Road and Dobson Road feature 50+ feet of landscape area to create an attractive frontage for customers and passers-by. Landscape islands are provided to break up rows of parking spaces, reduce heat island effect, and provide shading. Around the store, planters will be used to tie into other landscaping and enhance overall design. This proposed QT will be amply and attractively landscaped and will meet all City landscaping requirements. See **Exhibit 6**, Preliminary Landscape Plan and Rendered Landscape Plan.

C. Parking and Circulation

Efficient site layout and ample parking are important to QT to enhance the customer experience. QT has provided multiple “front doors” to provide up-front parking for all customers. Fifty parking spaces are provided, where only 30 are required. The Site has convenient access on both Dobson Road and Ray Road to promote efficient circulation.

V. CONCLUSION

QT’s proposed development will be high-quality and suable for the area while providing, jobs, tax dollars, and necessary goods and services. QT looks forward to the opportunity to further invest in Chandler. We request your approval.

VI. PROJECT TEAM

Developer:

QuikTrip Corporation
Daniel Chambers
1116 East Broadway Road
Tempe, AZ 85282
Phone: (480) 446-6321
Email: daniel.chambers@quiktrip.com

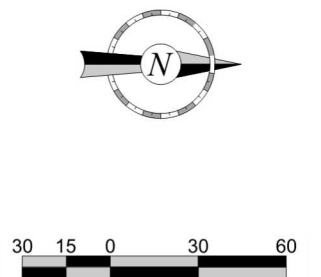
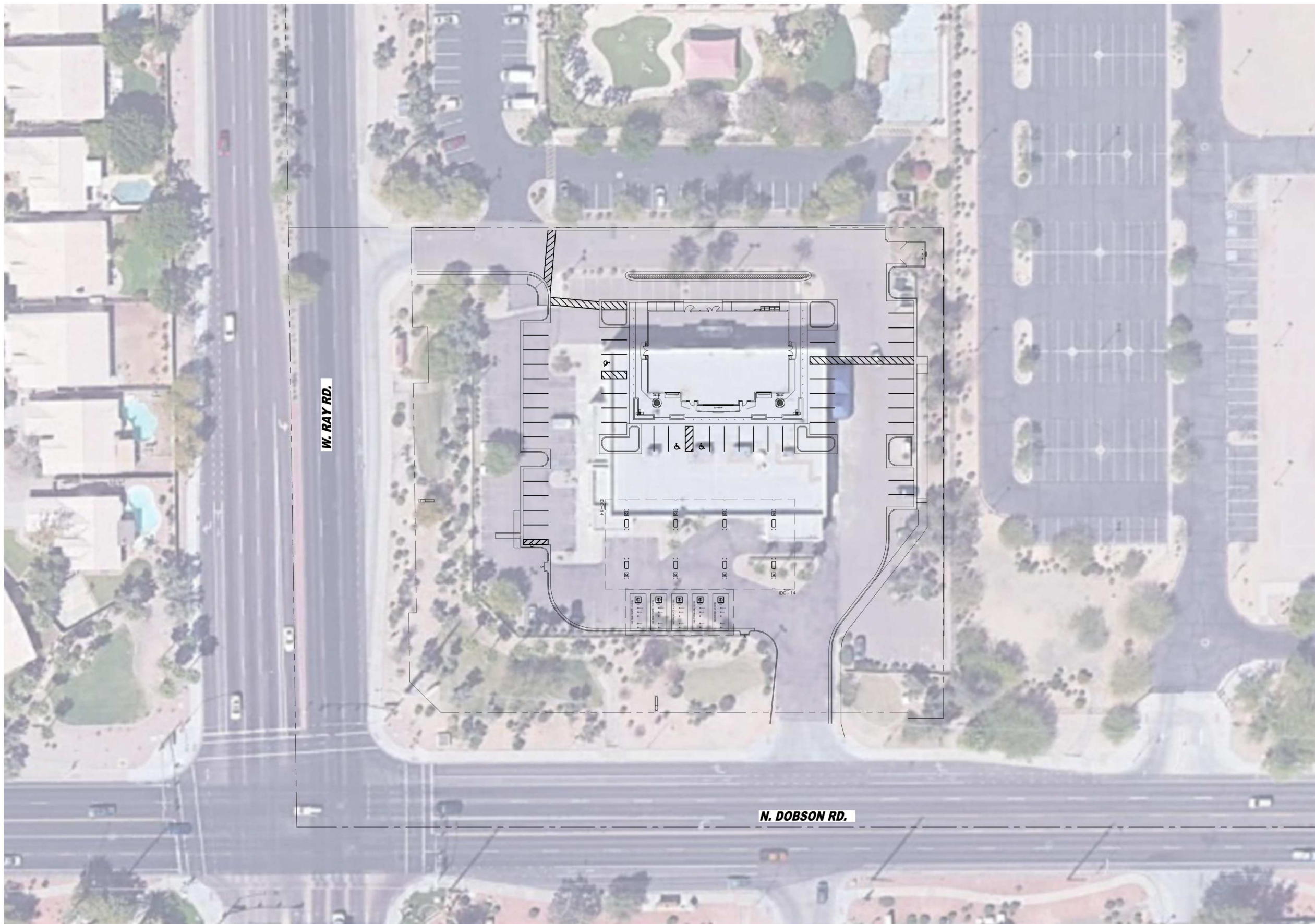
Planning/Engineering:

Kimley Horn
Robert Hannen
7740 N 16th St #300
Phoenix, Arizona 85020
Phone: (602) 216-1259
Email: Robert.hannen@kimley-horn.com

Zoning:

Burch & Cracchiolo, P.A.
Brian Greathouse and Madison Leake
1850 North Central Avenue, 17th Floor
Phoenix, Arizona 85004
Phone: (602) 234-9903
Email: bgreathouse@bcattorneys.com
mleake@bcattorneys.com

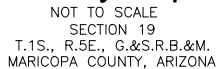
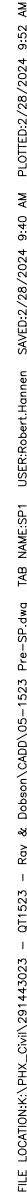
Exhibit 1



AERIAL EXHIBIT

Kimley»Horn

Exhibit 2



KIMLEY-HORN AND ASSOCIATES, INC.
ROBERT HANNEN, P.E.
7740 N. 16TH STREET, STE 300
PHOENIX, AZ, 85020
(602) 216-1259
ROBERT.HANNEN@KIMLEY-HORN.COM

QUIKTRIP CORPORATION
DANIEL CHAMBERS
1116 E BROADWAY RD
TEMPE, AZ 85282
TEL: (480) 446-6321
DANIEL.CHAMBERS@QUIKTRIP.COM



1. EXISTING ZONING: PAD
PROPOSED ZONING: PAD W/ GAS STATION USE
APN: 302-80-948
ADDRESS: 2000 W RAY ROAD, CHANDLER AZ, 85224
EXISTING USE: RETAIL
PROPOSED USE: GAS STATION/CONV. STORE
2. PROPOSED BUILDING HEIGHT: 20'-0"
PROPOSED BUILDING SQUARE FOOTAGE: 5,312 SQ. FT.
AUTO FUEL CANOPY AREA: 7,287 SQ. FT.
PROPOSED FUEL CANOPY HEIGHT: 17'-0"
3. PARKING SPACES REQUIRED: 30 SPACES
(5,312 S.F. X 5.5 SPACES/1,000 S.F. FLOOR AREA)
PARKING SPACES PROVIDED: 50 SPACES (3 ADA
PARKING SPACES)
4. GROSS SITE AREA: 166,575 SQ. FT. (3.82 ACRES)
5. NET AREA: 109,361 SQ. FT. (2.51 ACRES)
6. TOTAL LOT COVERAGE: 12,598.5 SQ. FT. (0.29 ACRES)
12,598.5 S.F. / 109,361 S.F. = 11.5% LOT COVERAGE

BASIS OF BEARING:

PER ATWELL, THE BASIS OF BEARING IS ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN BEING SOUTH 89 DEGREES 23 MINUTES AND 0 SECONDS WEST A DISTANCE OF 2727.26 FEET.

BENCHMARK:

PER ATWELL, BENCHMARK DATUM: SECTION 19, T.1S., R.5E.,
3" CITY OF CHANDLER BRASS CAP IN CONCRETE, FLUSH,
BETWEEN RAY RD AND WARNER RD; 200' WEST OF DOBSON
RD AT INTERSECTION OF KNOX RD AND SANTA ANNA COURT.
ELEVATION 1193.85' (CITY OF CHANDLER)



QuikTrip No. 1523

2000 W RAY ROAD
CHANDLER, AZ



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PROTOTYPE: P-113 (02/12/23)
DIVISION: 08
VERSION: 001
DESIGNED BY: RMH
DRAWN BY: HDO
REVIEWED BY: RMH

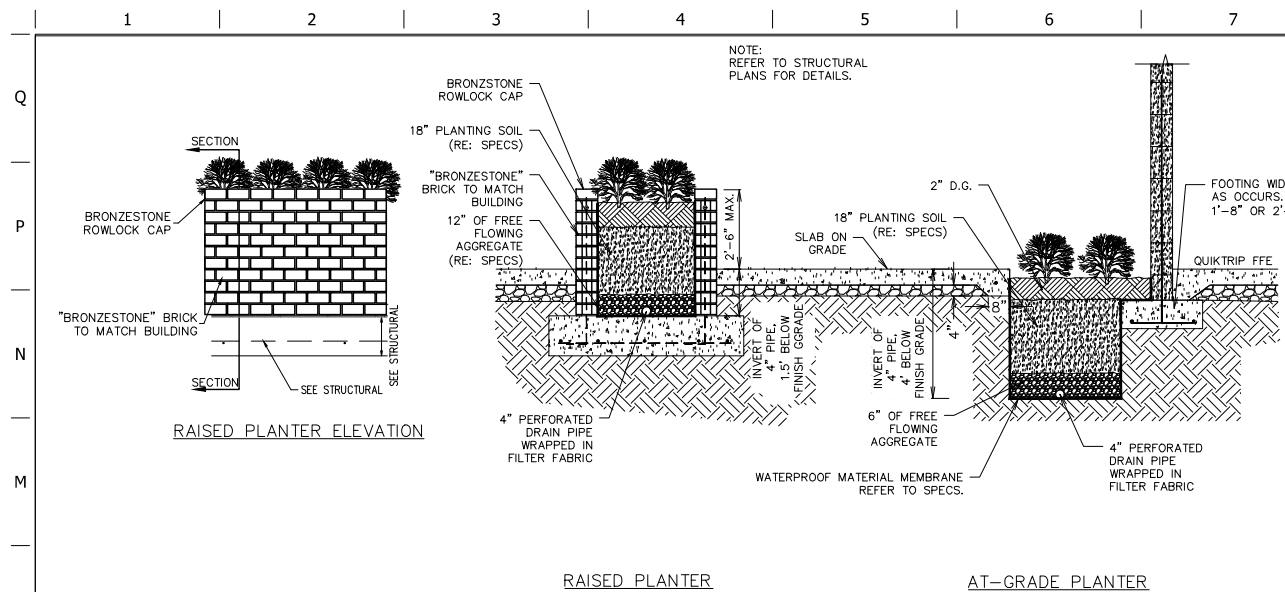
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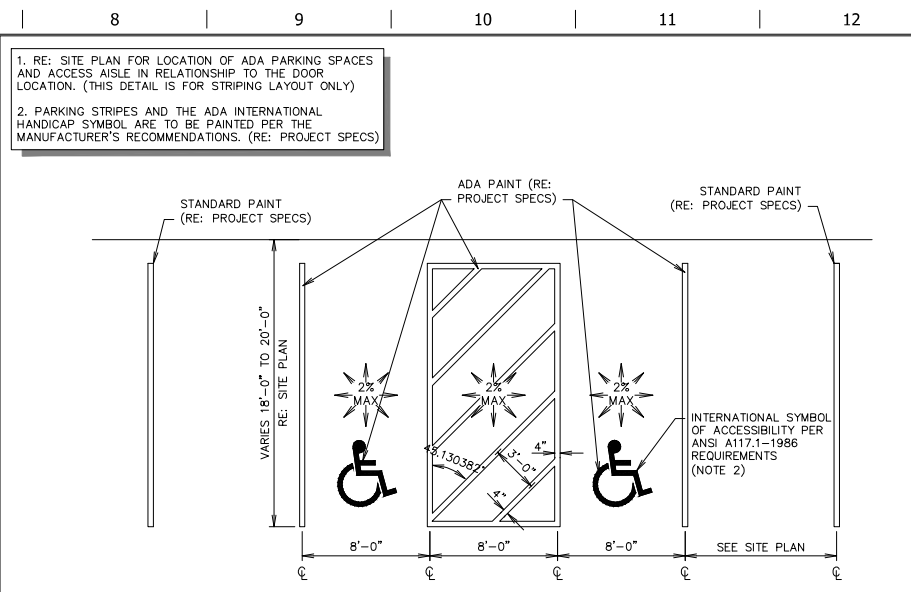
PRELIMINARY SITE PLAN

SHEET NUMBER:

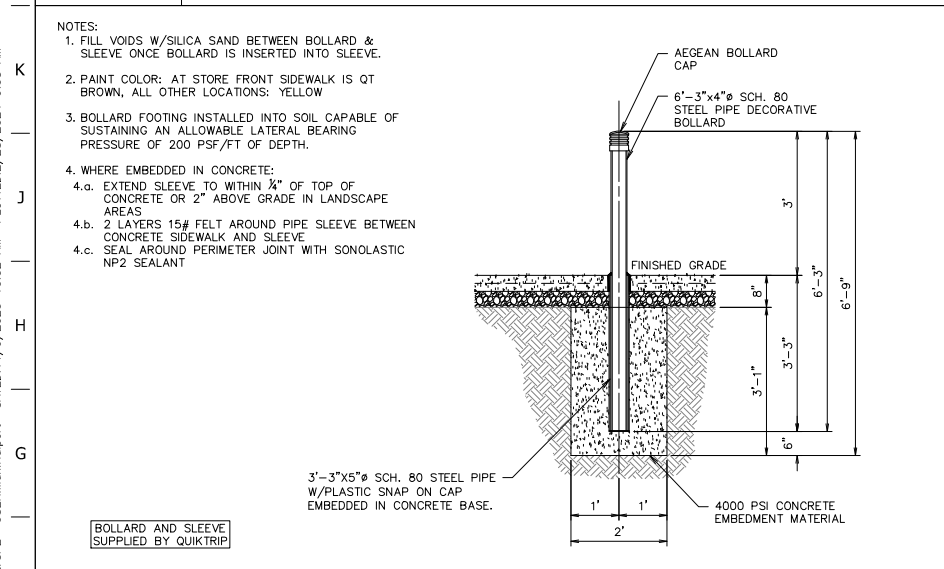
SP1



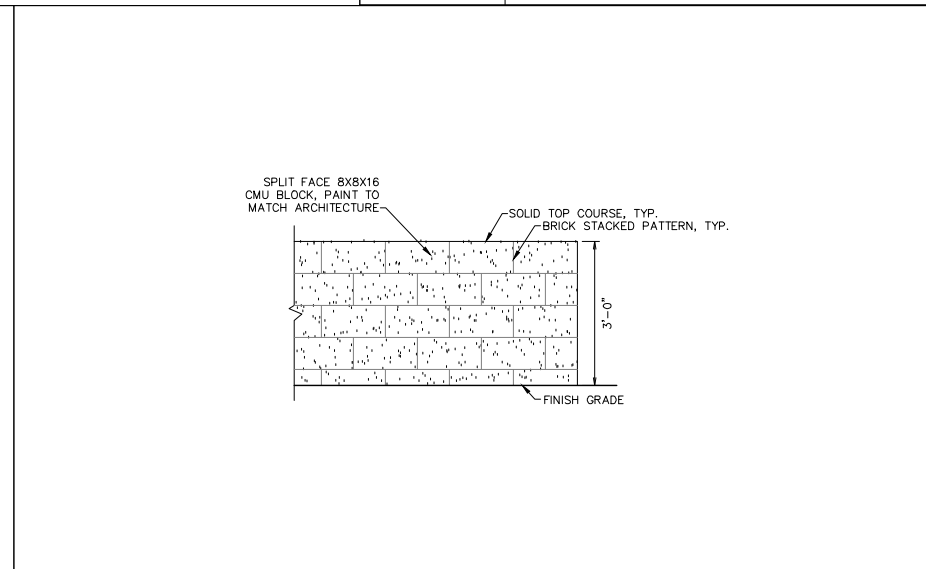
L	L1	RAISED AND AT-GRADE PLANTER
	NTS	SN:



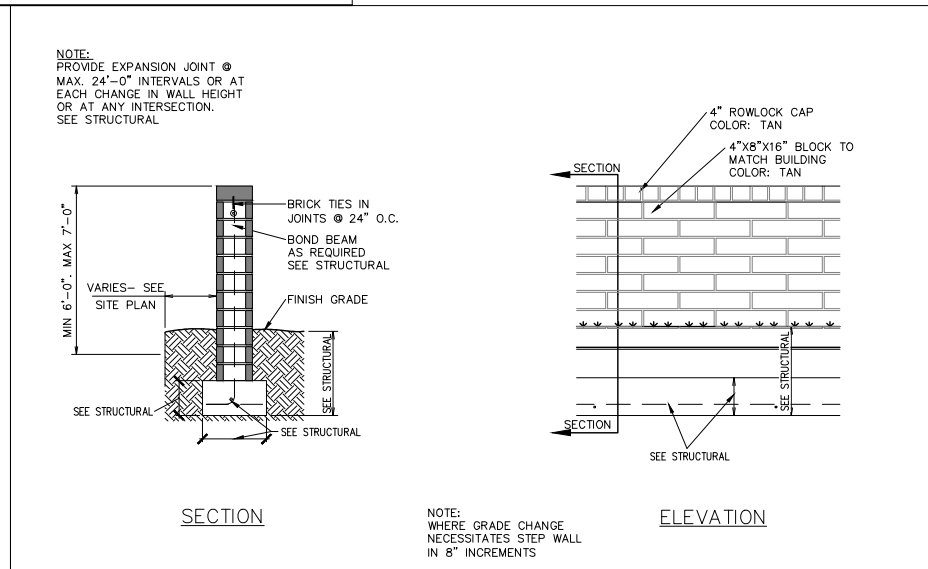
L6	DOUBLE STALL ADA PARKING STRIPING DETAIL
NTS	SN: AD001A009



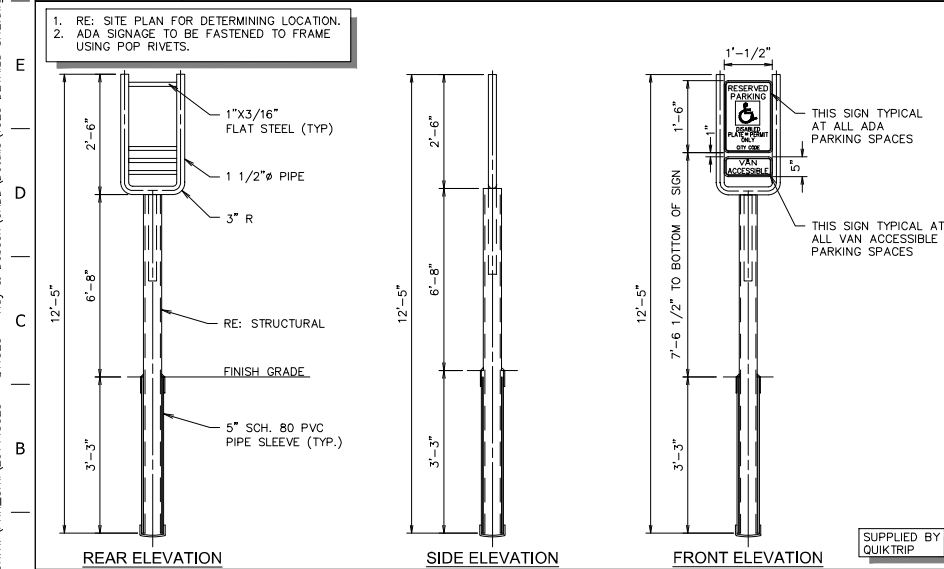
F	F1	4" BOLLARD DETAIL
	NTS	SN:



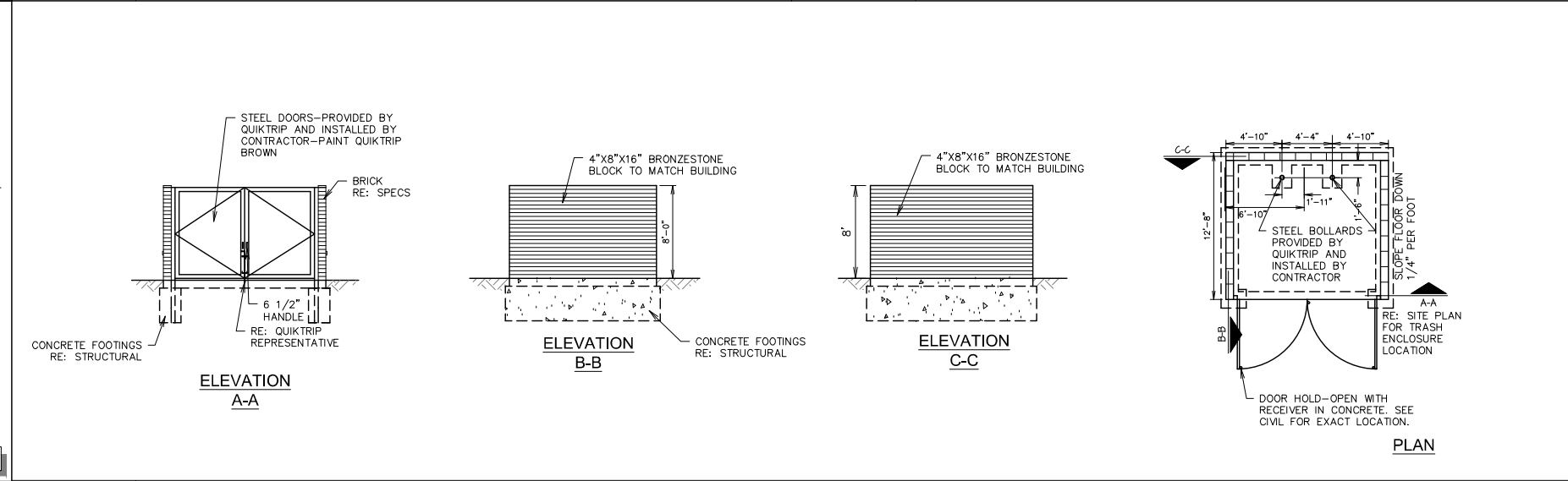
F6	LANDSCAPE SCREEN WALL ELEVATION
NTS	SN:



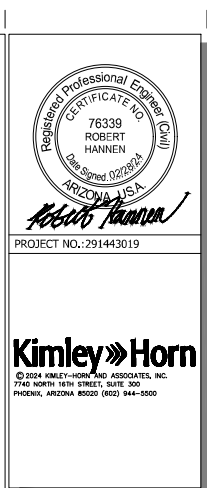
F11	PERIMETER SCREEN WALL DETAIL
NTS	SN:



A	A1	ADA SIGN IN BOLLARD
	NTS	SN: AD003C0010

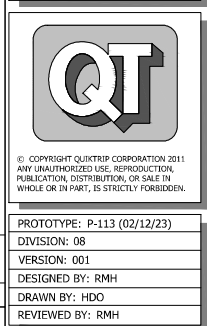


A6	SINGLE TRASH ENCLOSURE
NTS	SN:



QuikTrip No. 1523

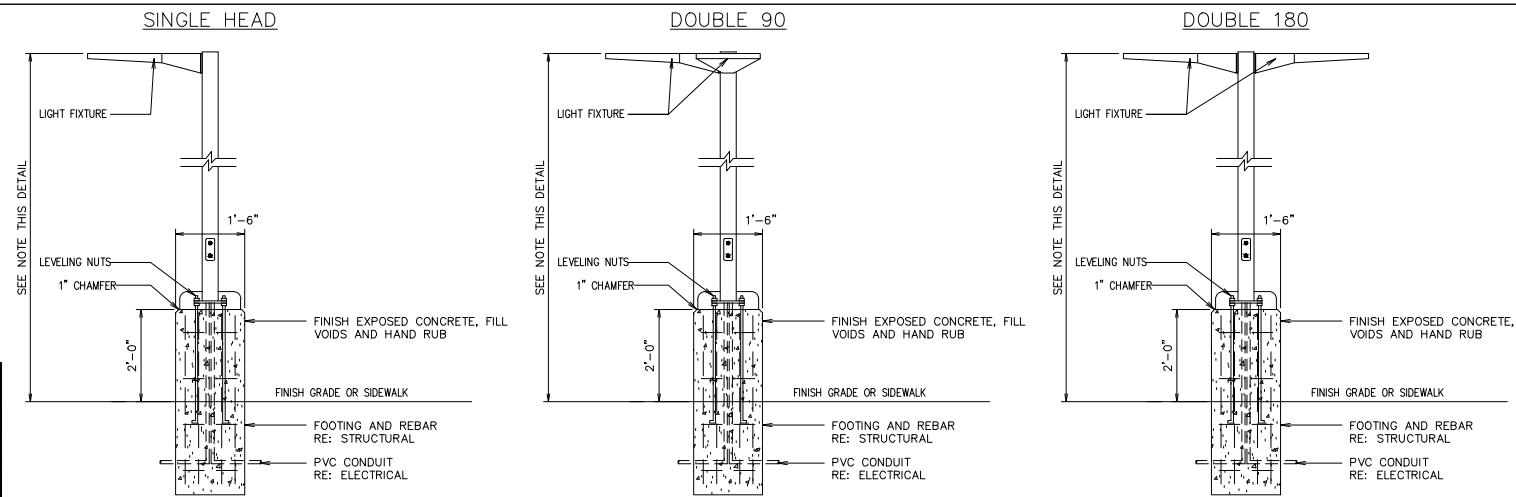
2000 W RAY ROAD
CHANDLER, AZ

[illegible]

SHEET TITLE:
PRELIMINARY SITE DETAILS

SHEET NUMBER:

SP2



NOTE:
PARKING LOT LIGHT POLE MAX.
HEIGHT STANDARD TO BE:

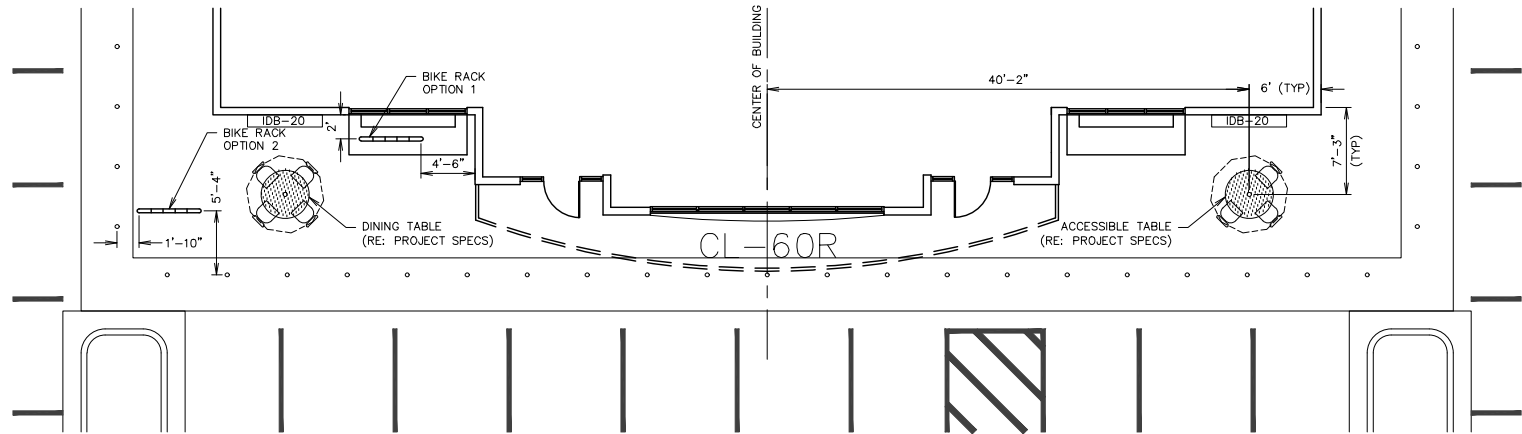
-14' WITHIN 100' OF A RESIDENTIAL
DISTRICT.

-22' WHEN ADJACENT TO
NON-RESIDENTIAL DISTRICTS.

ALL NOTED HEIGHTS ARE MAX ABOVE
ADJACENT
FINISHED GRADE OR ASPHALT
SURFACES.

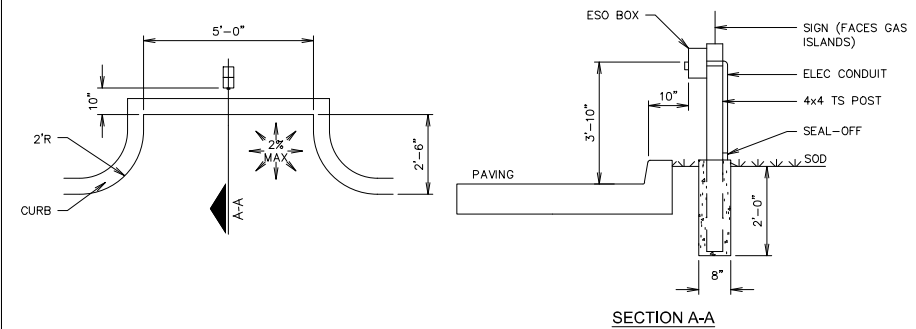
L1	NOT USED
----	----------

L6	LIGHT POLE DETAIL
----	-------------------

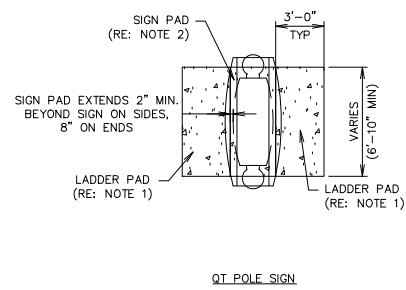
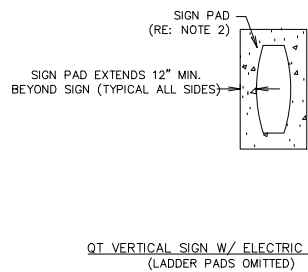
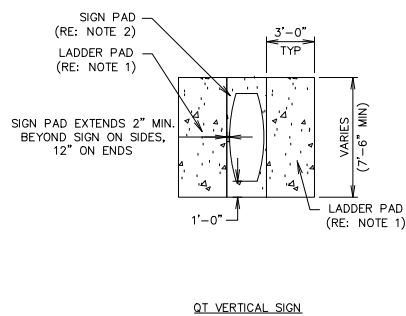
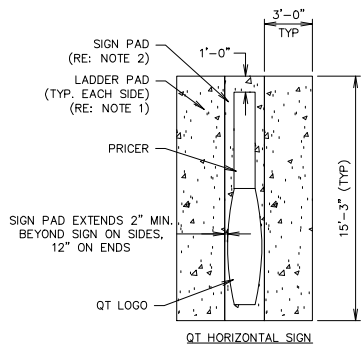


F1	OUTSIDE TABLE PLACEMENT
----	-------------------------

F11	EMERGENCY SHUT OFF DETAIL
-----	---------------------------

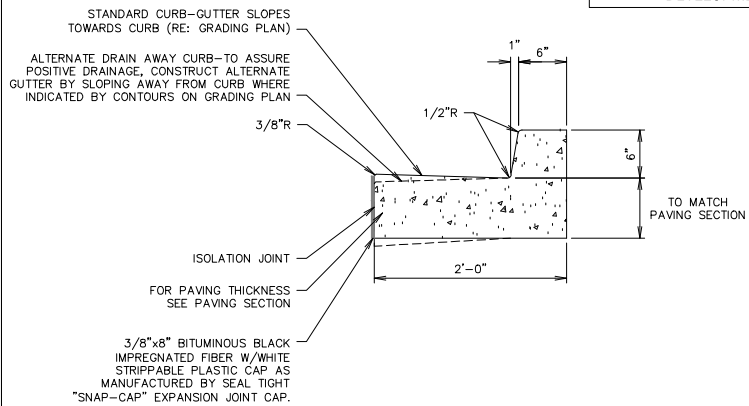


1. 4" THICK X 4000 P.S.I. CONCRETE LADDER PAD W/6"x6"
10 GA. W.W.F. PLACED LEVEL, MID-DEPTH (TYPICAL)
2. 4" THICK X 4000 P.S.I. CONCRETE SIGN PAD W/6"x6"
10 GA. W.W.F. PLACED LEVEL, MID-DEPTH (TYPICAL)
3. CAULK CONSTRUCTION JOINT BETWEEN SIGN AND LADDER
PADS.
4. FOR QT SIGN PAD PLACEMENT, RE: SITE PLAN FOR SITE
SPECIFIC SIGNAGE.



A1	GEN III SIGN PAD DETAIL
----	-------------------------

A11	CURB DETAIL - BARRIER
-----	-----------------------



NOTE: THE INCLUDED DETAILS ARE FOR
THE QUIKTRIP PORTION OF THE
DEVELOPMENT ONLY

RE: AHJ SPEC'S FOR WORK IN R-O-W

PROJECT NO.:291443019

Kimley»Horn
024 KIMLEY-HORN AND ASSOCIATES, INC.
NORTH 16TH STREET, SUITE 300
PHOENIX, ARIZONA 85020 (602) 944-5500

QuikTrip No. 1523

2000 W RAY ROAD
CHANDLER, AZ



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PROTOTYPE: P-113 (02/12/23)

VISION: 08

VERSION: 001

DESIGNED BY:

DRAWN BY: HC

REVIEWED BY:

[illegible]

SHEET TITLE:

PRELIMINARY SITE DETAILS | B

SHEET NUMBER

SP3

Exhibit 3

-E2PQ-CC-31
Horizontal Monument Sign

- Two (2) Product LED Gas Price Sign
- 30.3 Square Feet Sign Area

Notes:
1.) Engineering provided by QT.
2.) Steel supports provided by sign installer.



-MH-E2PQ-CC-31

Project Information

Client
QuikTrip
Location

Sales Design Project Manager
House CT James Gentry

Date / Description

12/10/19	Issue Date
01/14/20	1 Rev. 1
02/18/20	2 Rev. 2
3	
4	
5	
6	
7	
8	
9	

Notes

-

Store #

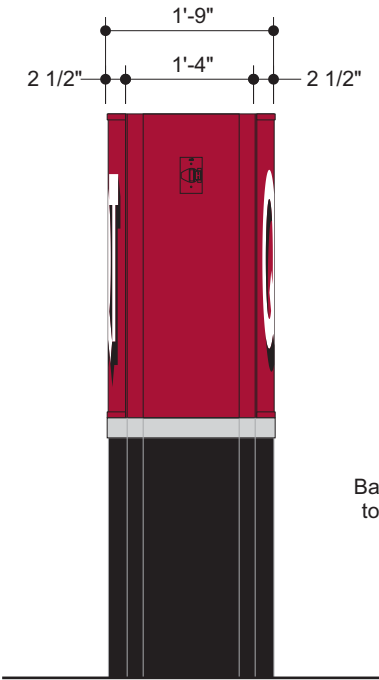
Declaration

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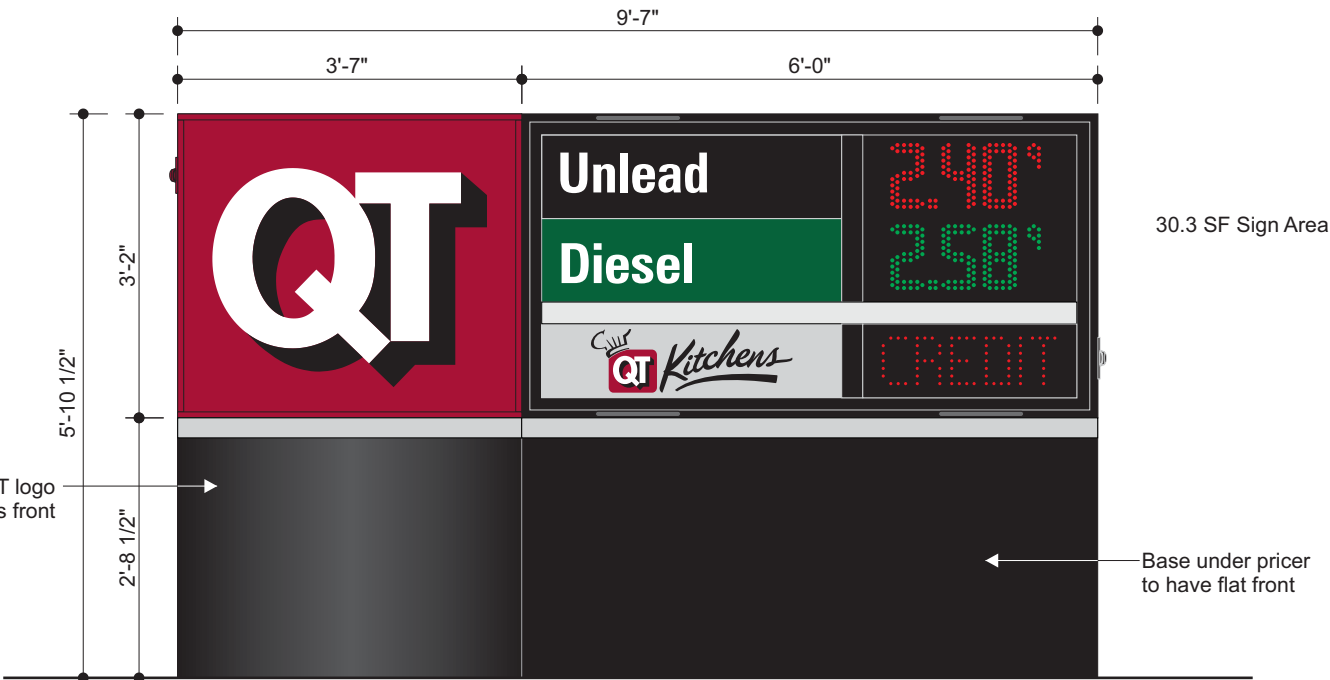
Allen Industries
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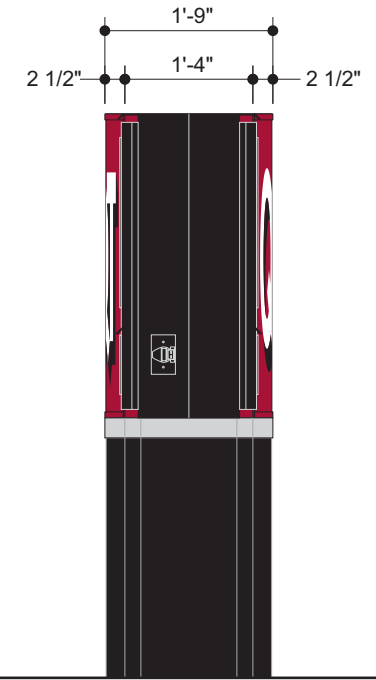
Top View



Side Elevation



Front Elevation
Scale: 1/2" = 1'-0"



Side Elevation

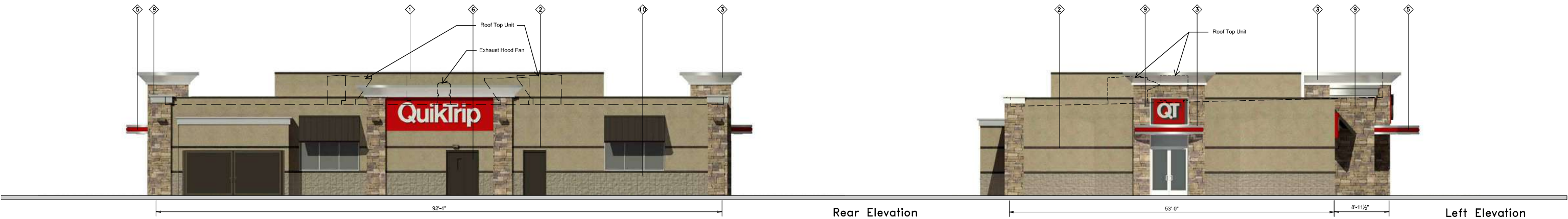
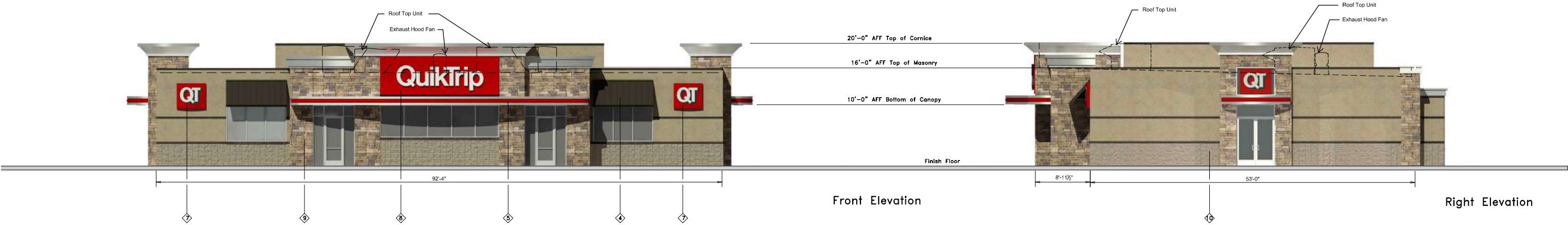
Color Specifications

- All Paint Finishes to be Akzo Nobel
- Opaque Silver
 - Translucent White
 - Black - Low Gloss
 - Matte White (Interior of Sign)
 - Match 3M Cardinal Red #3632-53
 - Match PMS 349C

- Regarding Fabrication Fit & Finish of All QT Signs:
- Visible fabrication seams and welded joints are to be sanded smooth, filled and finished to QT specifications.
 - Any visible fasteners are to be countersunk and have painted heads.
 - Face retainers must fit flush and have even, minimal seams.
 - Any variation from this directive must be brought to the attention of the QT Quality Control Manager without delay.



Exhibit 4



APPROVED
Joe K. 11/03/2023



QuikTrip.

4705 South 129th East Ave.
Tulsa, OK 74134-7008
P.O. Box 3475
Tulsa, OK 74101-3475
(918) 615-7700

Store # 1523 Custom G3SE

Serial # 05-1523-G3SE

Scale: 1/8"=1'-0"

Issue Date: 11.20.23

Address: Ray Rd & Dobson Rd

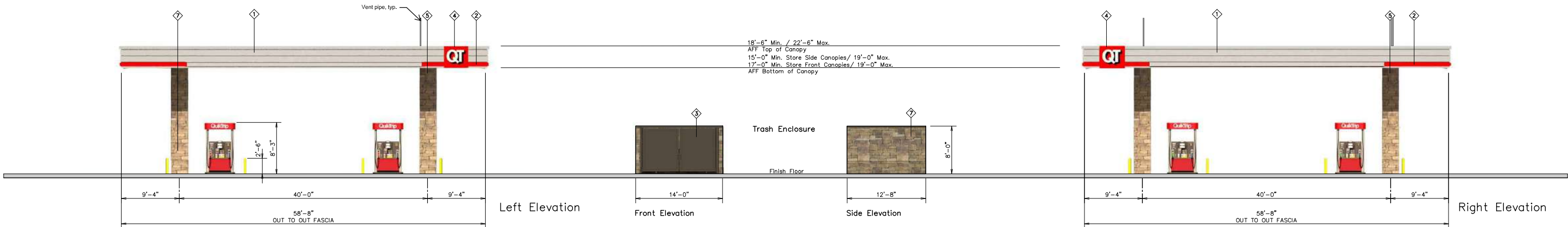
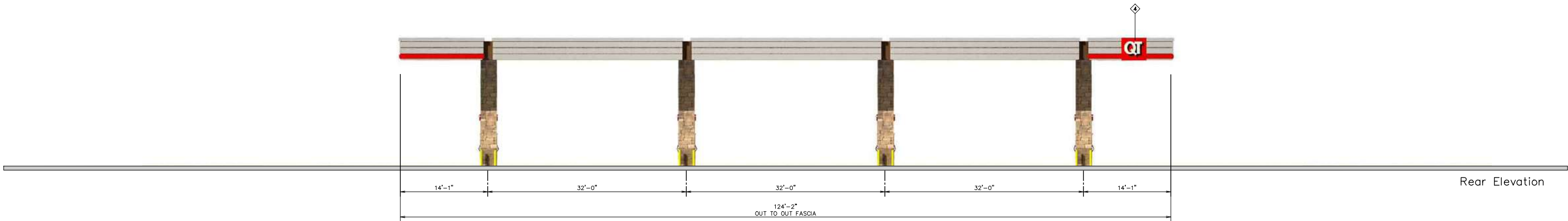
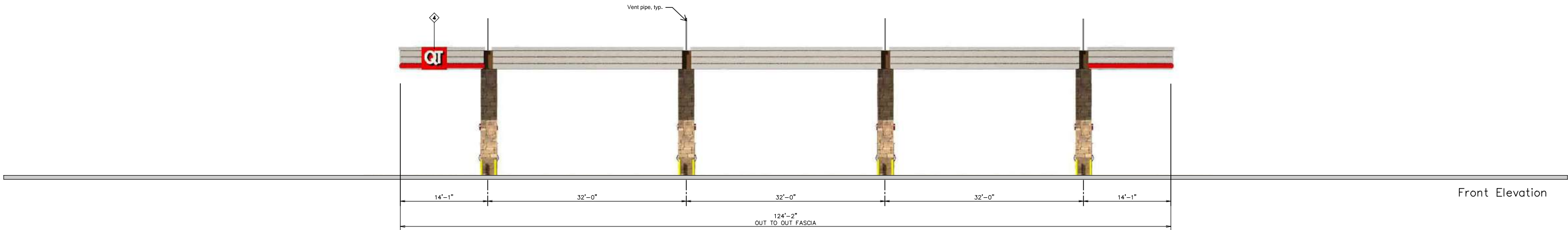
Drawn By: JK

Rev/Notes:

City, State: Chandler, AZ

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①	FINISH	MANUFACTURER	SPECIFICATION
1	TAN	STO	A1000 EIFS
2	MIDNIGHT	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
3	BRUSHED ALUMINUM	REYNOLDBOND	FASCIA
4	QT RED	SHERWIN-WILLIAMS	STANDING SEAM AWNING
5	RED POLYCARBONATE	ALLEN INDUSTRIES	ILLUMINATED BAND
6	QT BROWN	SHERWIN-WILLIAMS	METAL/PAINT
7	IDB-20	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE
8	CL-60R	ALLEN INDUSTRIES	SIGNAGE
9	SONOMA	GLEN GERY	STACKED STONE
10	TAN		SPLITFACE BLOCK



QuikTrip.

4705 South 129th East Ave.
Tulsa, OK 74134-7008
P.O. Box 3475
Tulsa, OK 74101-3475
(918) 615-7700

Store #

1523

Custom Canopy

Serial #

05-1523-GD08

Scale:

1/8"=1'-0"

Issue Date:

11.20.23

Address:

Ray Rd & Dobson Rd

City, State:

Chandler, AZ

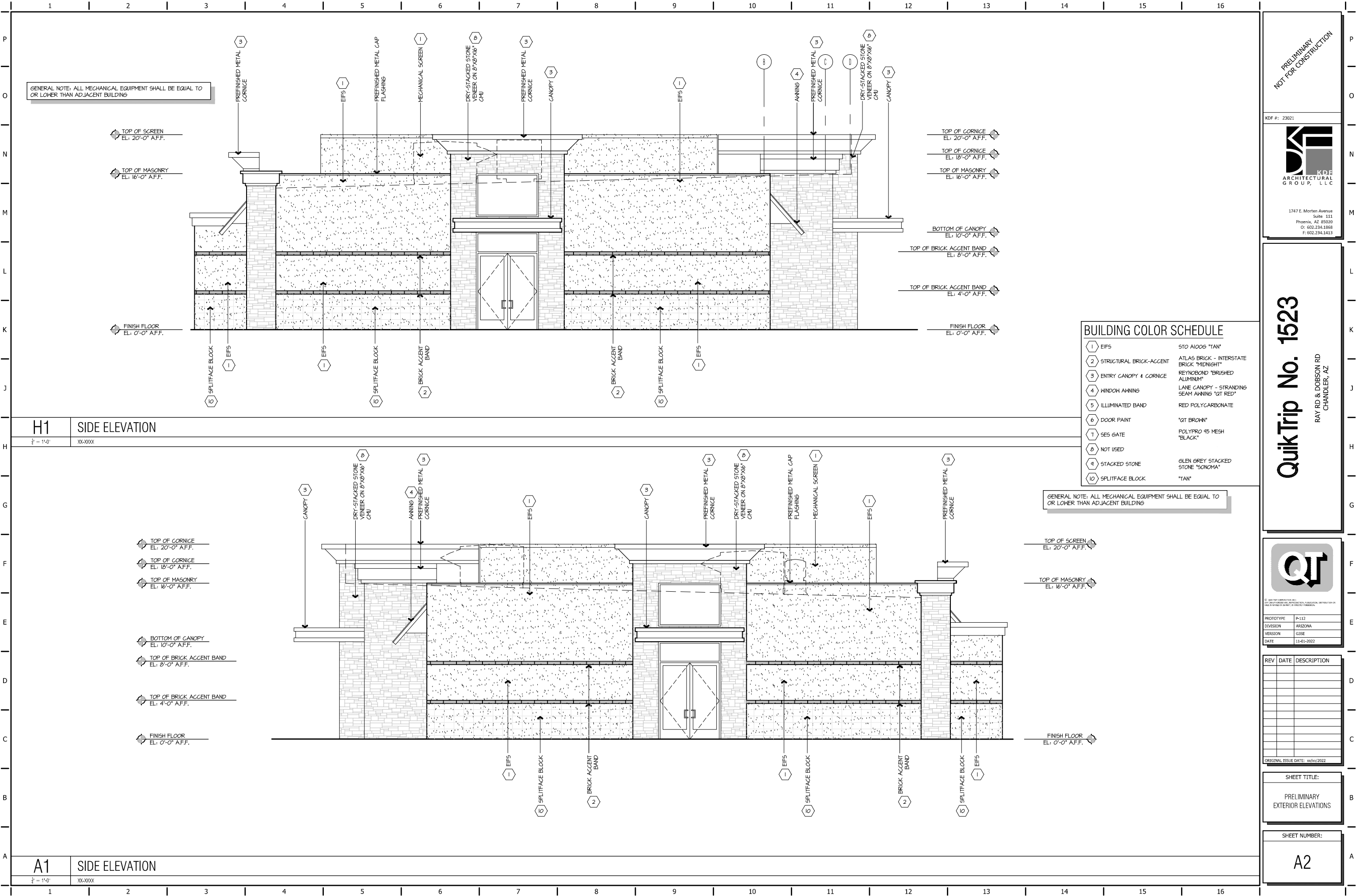
Drawn By:

JK

Rev/Notes:

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①	FINISH	MANUFACTURER	SPECIFICATION
1	BRUSHED ALUMINUM	REYNOLDBOND	CANOPY
2	RED POLYCARBONATE	ALLEN INDUSTRIES	ILLUMINATED BAND
3	QT BROWN	SHERWIN - WILLIAMS	METAL/PAINT
4	IDC-14	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE
5	1"X1"	STO	A1000 EIFS
6	BLACK	ALL COURT FABRICS	POLYPRO 95 MESH
7	SONOMA	GLEN GERY	STACKED STONE



GENERAL NOTE: ALL MECHANICAL EQUIPMENT SHALL BE EQUAL TO OR LOWER THAN ADJACENT BUILDING

BUILDING COLOR SCHEDULE

1	EIFS	STO A1006 "TAN"
2	STRUCTURAL BRICK-ACCENT	ATLAS BRICK - INTERSTATE BRICK "MIDNIGHT"
3	ENTRY CANOPY & CORNICE	REYNOLBOND "BRUSHED ALUMINUM"
4	WINDOW AWNING	LANE CANOPY - STRANDING SEAM AWNING "GT RED"
5	ILLUMINATED BAND	RED POLYCARBONATE
6	DOOR PAINT	"GT BROWN"
7	SES GATE	POLYPRO 45 MESH "BLACK"
8	NOT USED	
9	STACKED STONE	GLEN GREY STACKED STONE "SONOMA"
10	SPLITFACE BLOCK	"TAN"

GENERAL NOTE: ALL MECHANICAL EQUIPMENT SHALL BE EQUAL TO OR LOWER THAN ADJACENT BUILDING

PRELIMINARY
NOT FOR CONSTRUCTION

KDF #: 23021



1747 E. Morten Avenue
Suite 111
Phoenix, AZ 85020
P: 602.234.1868
F: 602.234.1433

QuikTrip No. 1523

RAY RD & DOBSON RD
CHANDLER, AZ

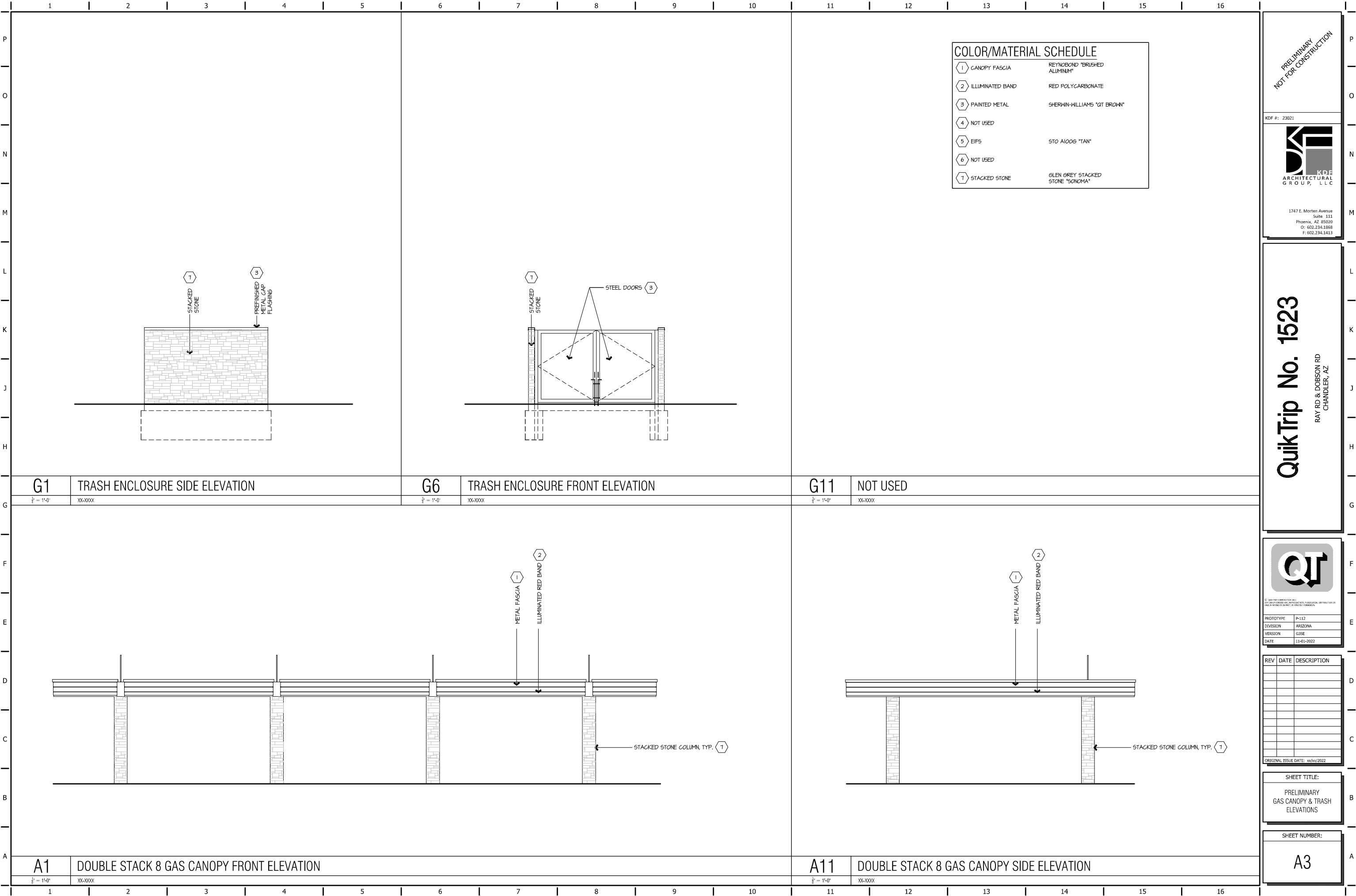


PROTOTYPE	B-112
DIVISION	ARIZONA
VERSION	G3SE
DATE	11-01-2022

REV	DATE	DESCRIPTION

SHEET TITLE:
PRELIMINARY
EXTERIOR ELEVATIONS

SHEET NUMBER:
A2



PRELIMINARY
NOT FOR CONSTRUCTION

KDF #: 23021

KDE
ARCHITECTURAL
GROUP, LLC

1747 E. Morten Avenue
Suite 111
Phoenix, AZ 85020
O: 602.234.1868
F: 602.234.1433

QuikTrip No. 1523

RAY RD & DOBSON RD
CHANDLER, AZ

QT

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PROTOTYPE	P-112
DIVISION	ARIZONA
VERSION	G3SE
DATE	11-01-2022

REV	DATE	DESCRIPTION

SHEET TITLE:

PRELIMINARY
GAS CANOPY & TRASH
ELEVATIONS

SHEET NUMBER:

A3

Exhibit 5



Brushed Aluminum - Reynobond
Building Cornice/Gas Canopy Fascia



Aluminum - Tubelite
Entry Door/Window Frame



EIFS - TAN
STO - A100G - Building



Stacked Stone - Landmark Stone - Sonoma
GLEN-GERY - Building Columns
Physical Sample to be provided by Manufacturer



Material Samples # 1523
Ray Rd. & Dobson Rd.
Chandler, AZ
Convenience Store with Fuel
Prepared by: QuikTrip 04.11.23



QT BROWN Metal Paint -
Light Poles/Canopy Columns

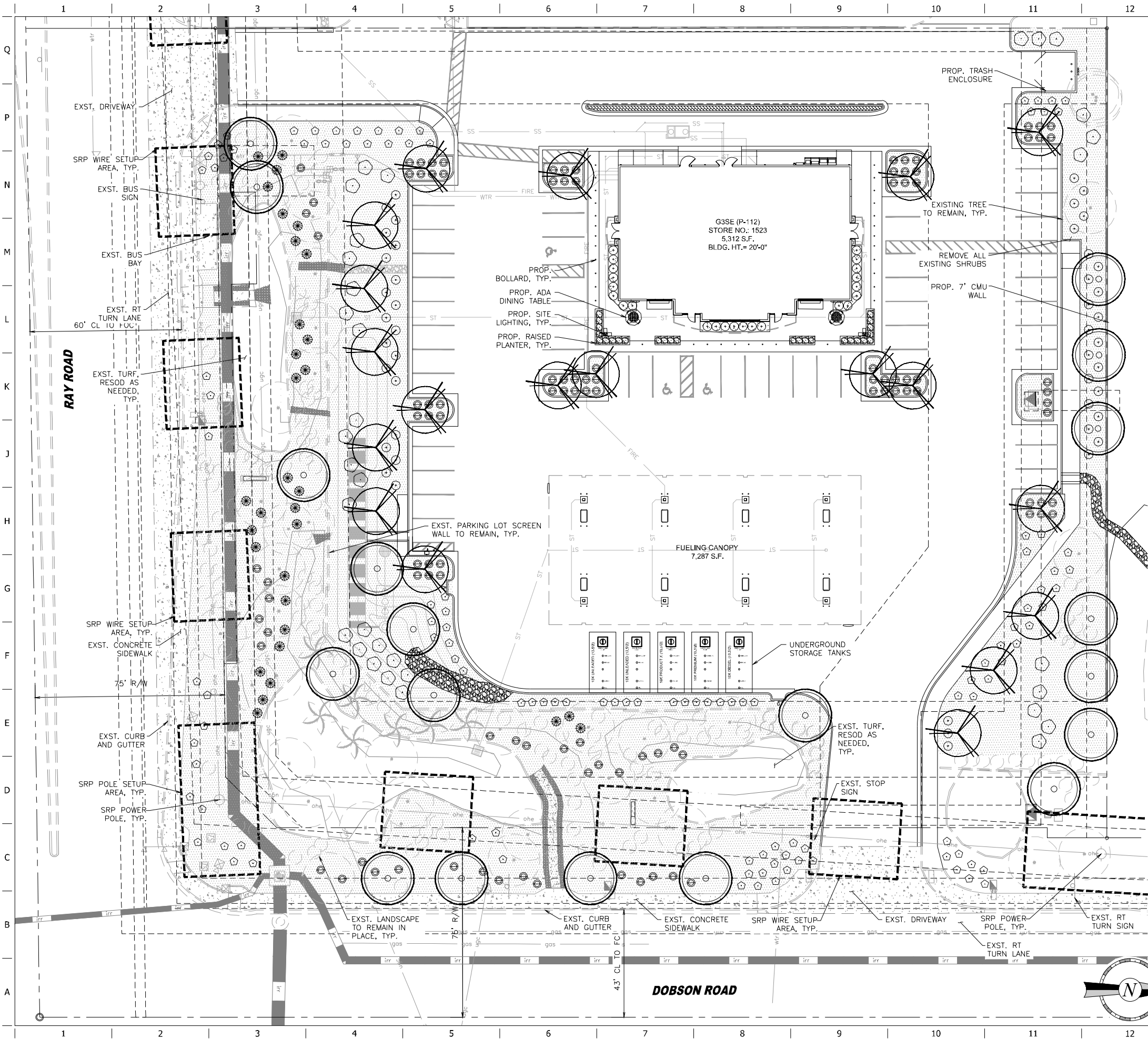


Translucent #2793 Red -
Accent Band/Awning



Midnight Black Brick -
Interstate Brick - Building

Exhibit 6



Landscape Plant Materials

TREES	Size	Quantity
EXISTING TREE PALM		41
		7
SWAN HILL OLIVE <i>Olea europaea</i> 'Swan Hill'	36" Box, 8' Ht., 1 1/2" Cal.	19
LIVE OAK <i>Quercus virginiana</i>	36" Box, 10' Ht., 2" Cal.	19
SHRUBS	Size	Quantity
EXISTING SHRUB	5 Gal.	169
ALOE VERA <i>Aloe barbadensis</i>	5 Gal.	26
BAJA RUELLIA <i>Ruellia peninsularis</i>	5 Gal.	110
PETITE PINK OLEANDER <i>Oldeander 'Petite Pink'</i>	5 Gal.	68
RED YUCCA <i>Hesperaloe parviflora</i>	5 Gal.	32
YELLOW BELLS <i>Tecoma stans 'Gold Star'</i>	5 Gal.	33
GROUND COVER	Size	Quantity
YELLOW TRAILING LANTANA <i>Lantana montevidensis</i>	1 Gal.	115
Decomposed Granite 1/2" Screened, Madison Gold, 2" Depth Min.		41,934 SF

MAINTENANCE NOTES

- ALL LANDSCAPING AND LANDSCAPED MATERIALS ESTABLISHED IN CLOSE PROXIMITY TO A DRIVEWAY OR STREET INTERSECTION SHALL BE INSTALLED AND MAINTAINED IN COMPLIANCE WITH CHAPTER 30 OF THE CITY'S CODE OF ORDINANCES.
- SHRUBS LOCATED WITHIN PARKING PLANTERS SHALL BE MAINTAINED AT NO MORE THAN 3FT IN HEIGHT. TREES WITHIN THE PLANTERS SHALL MAINTAIN A MINIMUM CLEARANCE OF 5FT FROM THE LOWEST BRANCH TO THE ADJACENT GRADE ELEVATION.

CITY OF CHANDLER LANDSCAPE REQUIREMENTS

REQUIREMENT - SEC. 35-1903		PROVIDED
GENERAL LANDSCAPE	MAX 50% CACTI & SUCCULENTS	PROVIDED
	50% TOTAL LANDSCAPE COVERAGE	PROVIDED
STREETSCAPE	DOBSON ROAD	
	1 TREE/6 SHRUBS PER 30 LF 325 LF/30 LF = 11 TREES, 66 SHRUBS	11 TREES 74 SHRUBS
	50% 24" BOX (5 24" BOX) 25% 36" BOX (3 36" BOX) 25% 48" BOX (3 48" BOX)	0 24" BOX 5 36" BOX 6 48" BOX (EXISTING)
INTERSECTION LANDSCAPE SETBACK	RAY ROAD	
	1 TREE/6 SHRUBS PER 30 LF 315 LF/30 LF = 11 TREES, 66 SHRUBS	11 TREES 75 SHRUBS
	50% 24" BOX (5 24" BOX) 25% 36" BOX (3 36" BOX) 25% 48" BOX (3 48" BOX)	0 24" BOX 5 36" BOX 6 48" BOX (EXISTING)
INTERIOR PARKING SPACE & OPEN SPACE	250' X 50' LANDSCAPE SETBACK 1 TREE/6 SHRUBS PER 800 SF	250' X 50' LANDSCAPE SETBACK
	21,810 SF/800 SF = 28 TREES, 168 SHRUBS 50% TOTAL LANDSCAPE COVERAGE	28 TREES 168 SHRUBS 50% LIVE COVERAGE
INTERIOR PARKING SPACE	1 TREE/6 SHRUBS PER 1,000 SF OF OPEN SPACE 18,940 SF/1,000 SF = 19 TREES, 114 SHRUBS	20 TREES 191 SHRUBS
	1 TREE/5 SHRUBS PER ISLAND 11 ISLANDS = 11 TREES, 60 SHRUBS	11 TREES 73 SHRUBS



PROJECT NO.: 291443019

Kimley-Horn

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7700 NORTH 16TH STREET, SUITE 300
PHOENIX, ARIZONA 85020 (602) 944-5300

QuikTrip No. 1523

2000 W RAY ROAD
CHANDLER, AZ



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PROTOTYPE: P-113 (02/12/23)

DIVISION: 08

VERSION: 001

DESIGNED BY: CLB

DRAWN BY: CLB

REVIEWED BY: AAV

REV DATE DESCRIPTION

ORIGINAL ISSUE DATE: 03/24/2023

SHEET TITLE:

PRELIMINARY LANDSCAPE
PLAN

SHEET NUMBER:

LS1



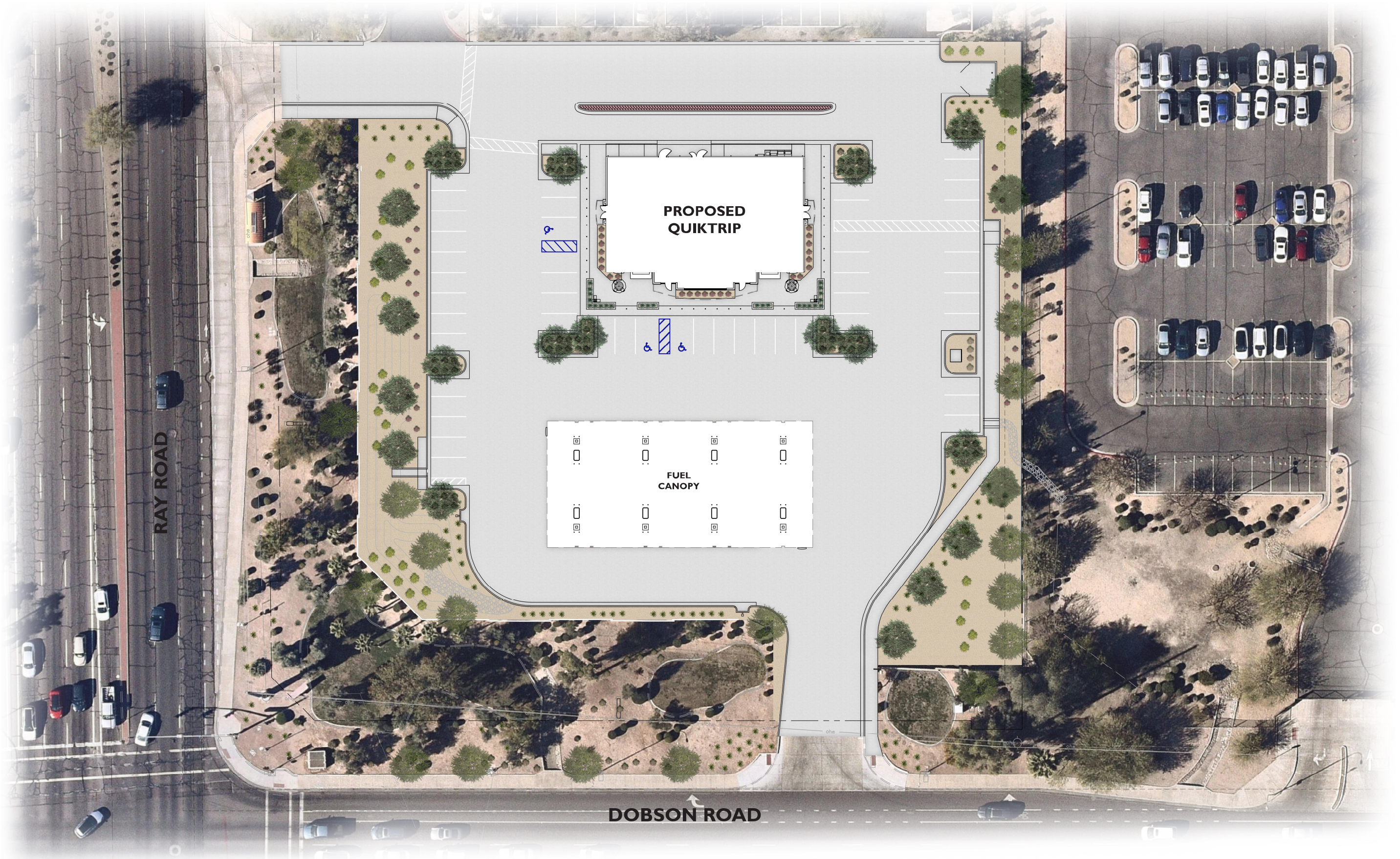


Exhibit 7



DRAINAGE CALCULATIONS:

VOLUME REQUIRED = $(1.1 \cdot \text{CPA}) / 12$
C = 0.50 FOR LANDSCAPING, 0.95 FOR
BUILDING/PAVEMENT
P = 2.20 INCHES
A = DRAINAGE AREA IN S.F.
VOLUME REQUIRED (LANDSCAPE) =
 $(1.1 \cdot 0.50 \cdot 2.20 \cdot 42,396) / 12 = 4,275 \text{ C.F.}$
VOLUME REQUIRED (PAVEMENT/BUILDING) =
 $(1.1 \cdot 0.95 \cdot 2.20 \cdot 68,882) / 12 = 13,197 \text{ C.F.}$
EXST. OFFSITE VOLUME REQUIRED = 10,593 C.F.
TOTAL VOLUME REQUIRED = 28,065 C.F.
BASIN A VOLUME PROVIDED = 5,381 C.F. (SURFACE+UG)
EXST. BASIN VOLUME PROVIDED = 22,689 C.F.
TOTAL VOLUME PROVIDED = 28,070 C.F.



To: Daniel Chambers
QuikTrip Corporation

Date: November 8, 2023

From: Shelly Sorensen, PE, PTOE

Job Number: 23.5585

RE: QuikTrip 1523
Traffic Statement



INTRODUCTION

Lōkahi, LLC (Lōkahi) has prepared a Traffic Statement for the proposed QuikTrip 1523 development, located on the northwest corner of Dobson Road and Ray Road in the City of Chandler, Arizona. The proposed QuikTrip 1523 be comprised of a 5,312 square foot convenience store with 16 vehicle fueling stations. See **Attachment A** and **Figure 1** for the site plan.

The objective of this Traffic Statement is to analyze the proposed development's traffic related impacts onto the adjacent roadway network.

EXISTING CONDITIONS

The site is currently occupied by a vacant building. Historical imagery indicates that the existing building was previously used as a pharmacy business, followed by a pet food store.

The proposed development is bordered by Dobson Road to the east, Ray Road to south, Tutor Time daycare center to the west, and the Seton Catholic Preparatory School to the north. Commercial developments currently occupy the northeast and southeast corners of the Dobson Road and Ray Road intersection. Residential land uses generally occupy the vicinity area.

Arizona State Route 101 (SR 101) is located one (1) mile west of Dobson Road, which provides regional access to the Phoenix metropolitan area.





Dobson Road runs north-south and provides two (2) lanes for each direction of travel, with a center two-way left turn lane. There is a posted speed limit of 45 miles per hour (mph). Per the *City of Chandler's Transportation Master Plan Update*, dated January 2020, Dobson Road is classified as a major arterial. According to the City of Chandler 2023 Road Segment Traffic Volumes, Dobson Road has an Average Daily Traffic (ADT) of 23,600 vehicles per day (vpd), between Ray Road and Warner Road.

Ray Road is an east-west roadway that provides three (3) lanes in each direction of travel, with a center raised median. There is a posted speed limit of 45 mph. Per the *City of Chandler's Transportation Master Plan Update*, dated January 2020, Ray Road is classified as a major arterial. According to the City of Chandler 2023 Road Segment Traffic Volumes, Ray Road has an ADT of 41,800 vpd, between Price Road and Dobson Road.

PROPOSED DEVELOPMENT

The proposed QuikTrip 1523 be comprised of a 5,312 square foot convenience store with 16 vehicle fueling stations.

There will be two (2) direct access points for the proposed development, both of which are existing driveways. One (1) access will be located along Dobson Road, approximately 330-feet north of Ray Road (centerline-to-centerline). This is currently an unrestricted access point. However, the City of Chandler is planning improvements to the intersection of Dobson Road and Ray Road (CIP 6ST754). A median is anticipated to be provided along Dobson Road, which will limit this site driveway to right-in and right-out only movements.

Additionally, one (1) access is located along Ray Road, approximately 380-feet west of Dobson Road. This is an existing right-in and right-out driveway.

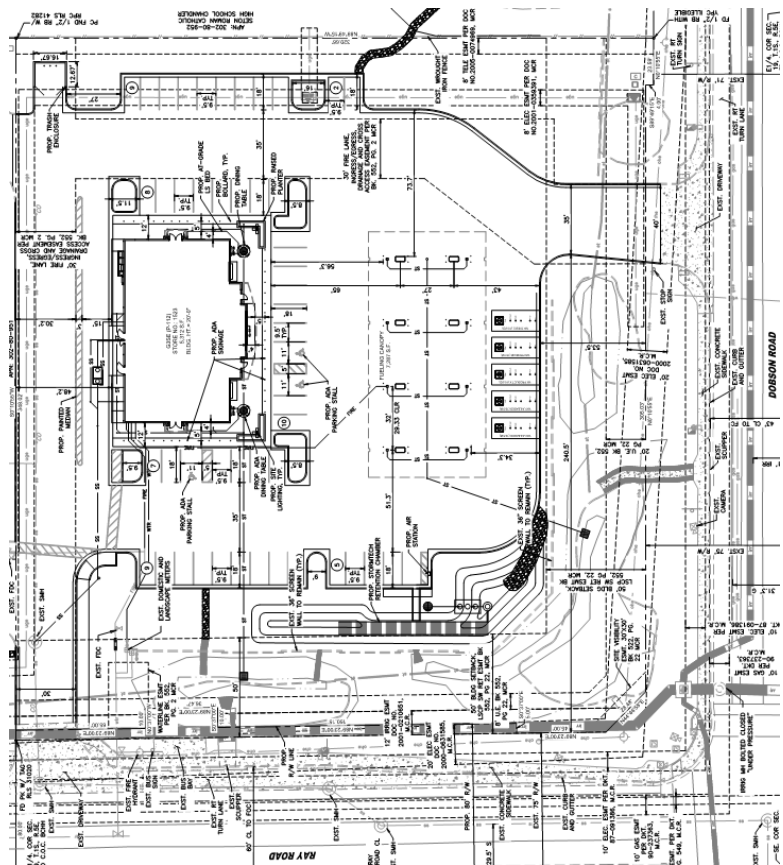


Figure 1 – Site Plan



TRIP GENERATION

Trip generation is calculated utilizing the Institute of Transportation Engineers (ITE) publication entitled *Trip Generation*, 11th Edition. The ITE rates are based on studies that measure the trip generation characteristics for various types of land uses. The rates are expressed in terms of trips per unit of land use type. This publication is the standard for estimating trips in the transportation engineering profession.

PROPOSED DEVELOPMENT

The trip generation for the proposed QuikTrip 1523 was calculated utilizing the ITE Land Use 945 - Convenience Store/Gas Station.

Additionally, based upon the land use, pass-by trips were determined for the proposed development. Pass-by trips are intermediate stops on the way from an origin to a primary trip destination without a route diversion. Pass-by trips are attracted from the existing traffic passing the site on an adjacent street or roadway that offers direct access to the generator. These trips are not considered to add new traffic to the adjacent street network and may be reduced from the total external trips generated by the proposed development. For the purposes of this Traffic Statement, daily pass-by rates were determined based on an average of the AM and PM peak hour rates.

The total trip generation for the proposed development is shown in **Table 1**. See **Attachment B** for detailed trip generation calculations.

Table 1 – Trip Generation (Proposed Development)

Land Use	ITE Code	Qty	Unit	Weekday	AM Peak Hour			PM Peak Hour		
				Total	Total	In	Out	Total	In	Out
Proposed QuikTrip										
Convenience Store/Gas Station	945	16	Fueling Positions	4,114	433	217	216	364	182	182
Pass-By Trips				3,100	329	165	164	272	136	136
New Site Trips Total				1,014	104	52	52	92	46	46

Accounting for pass-by trips, the proposed QuikTrip 1523 is anticipated to experience a total of 4,114 daily trips, with 433 trips occurring in the AM peak hour and 364 trips in the PM peak hour. The proposed development is anticipated to generate a total of 1,014 new weekday trips, with 104 new trips occurring during the AM peak hour and 92 new trips occurring during the PM peak hour.



PREVIOUS ZONING CASE DEVELOPMENT

Per the PL98-029 development case, a retail development was planned for the northwest corner of the site. Phase 1 of this development included a 17,042 square foot pharmacy and Phase 2 included 50,682 square feet of retail uses.

However, Phase 2 of the previous zoning case was not constructed. Phase 2 of the previous zoning case included the area currently occupied by the Tutor Time daycare and a portion of the parking lot area for the existing Seton Catholic Preparatory School.

See **Attachment C** for PL98-029 development information.

The trip generation for the previously proposed development was calculated utilizing ITE Land Use 821 – Shopping Plaza (40-150k) and ITE Land Use 881 – Pharmacy/Drugstore with Drive-Thru. Trip generation calculations are shown in **Table 2**. See **Attachment B** for detailed trip generation calculations.

Table 2 – Trip Generation (Previous Zoning Case Development)

Land Use	ITE Code	Qty	Unit	Weekday	AM Peak Hour			PM Peak Hour		
				Total	Total	In	Out	Total	In	Out
Previous Zoning Case (PL98-029)										
Pharmacy/Drugstore with Drive-Thru	881	17.042	1000 SF GFA	1,847	64	33	31	175	87	88
Shopping Plaza (40-150k) (w/o Supermarket)	821	50.682	1000 Sq Ft GFA	3,422	88	55	33	263	129	134
Total				5,269	152	88	64	438	216	222

POTENTIAL DEVELOPMENT UNDER EXISTING ZONING

According to Maricopa County Assessor, the existing site is zoned for Planned Area Development (PAD) land uses. For the purposes of this analysis, it was assumed that a 5,000 square foot fast-food restaurant could be constructed on the existing site.

Therefore, the trips generated by a 5,000 square foot fast-food restaurant was calculated utilizing ITE Land Use 934 – Fast-Food Restaurant with Drive-Through Window. The total trip generation for potential development under existing zoning is shown in **Table 3**. Based upon the land use, pass-by trip reductions were considered for this potential development.



Table 3 – Trip Generation – Potential Development Under Existing Zoning

Land Use	ITE Code	Qty	Unit	Weekday	AM Peak Hour			PM Peak Hour		
				Total	Total	In	Out	Total	In	Out
Potential Fast-Food Restaurant										
Fast-Food Restaurant with Drive-Through Window	934	5	1000 SF GFA	2,337	223	114	109	165	86	79
Pass-By Trips				1,118	111	57	54	90	47	43
New Site Trips Total				1,219	112	57	55	75	39	36

TRIP GENERATION COMPARISON

Proposed Development versus Previously Zoning Case Development

A trip generation comparison between the proposed development and the development proposed as part of case PL98-029 was completed.

As previously noted, Phase 2 of the previous zoning case is currently occupied by the Tutor Time daycare and a portion of the parking lot area for the existing Seton Catholic Preparatory School. Therefore, to account for this, the trips generated by the existing Tutor Time were included with the proposed QuikTrip 1523 development. The trips generated by the existing Tutor Time were calculated utilizing ITE Land Use 565- Day Care Center. See **Table 4** below.

**Table 4 – Trip Generation Comparison
(Proposed and Existing Development vs. Previous Zoning Case Development)**

Land Use	ITE Code	Qty	Unit	Weekday	AM Peak Hour			PM Peak Hour		
				Total	Total	In	Out	Total	In	Out
Proposed QuikTrip										
Convenience Store/Gas Station	945	16	Fueling Positions	4,114	433	217	216	364	182	182
Day Care Center	565	15.398	1000 SF GFA	733	169	90	79	171	80	91
Total Site Trips				4,847	602	307	295	535	262	273
Pass-By Trips				3,100	329	165	164	272	136	136
New Site Trips Total				1,747	273	142	131	263	126	137
Previous Zoning Case										
Pharmacy/Drugstore with Drive-Thru	881	17.042	1000 SF GFA	1,847	64	33	31	175	87	88
Shopping Plaza (40-150k) (w/o Supermarket)	821	50.682	1000 Sq Ft GFA	3,422	88	55	33	263	129	134
Total				5,269	152	88	64	438	216	222
Difference (Total Trips)				-422	450	219	231	97	46	51
Difference (New Trips)				-3,522	121	54	67	-175	-90	-85



Accounting for pass-by trips interaction, the proposed QuikTrip 1523 and existing Tutor Time generate 3,522 (66.8%) fewer weekday trips, with 121 (79.6%) more AM peak hour trips and 175 (40.0%) fewer trips during the PM peak hour than the development proposed as part of zoning case PL98-029.

Proposed Development versus Potential Development Under Existing Zoning

A trip generation comparison between the proposed development and a potential fast-food restaurant under existing zoning is shown in **Table 4** below.

**Table 5 – Trip Generation Comparison
(Proposed Development vs. Potential Development Under Existing Zoning)**

Land Use	ITE Code	Qty	Unit	Weekday	AM Peak Hour			PM Peak Hour		
				Total	Total	In	Out	Total	In	Out
Proposed QuikTrip										
Convenience Store/Gas Station	945	16	Fueling Positions	4,114	433	217	216	364	182	182
Pass-By Trips				3,100	329	165	164	272	136	136
New Site Trips Total				1,014	104	52	52	92	46	46
Potential Development Under Existing Zoning										
Fast-Food Restaurant with Drive-Through Window	934	5	1000 SF GFA	2,337	223	114	109	165	86	79
Pass-By Trips				1,118	111	57	54	90	47	43
New Site Trips Total				1,219	112	57	55	75	39	36
Difference (Total Trips)				1,777	210	103	107	199	96	103
Difference (New Trips)				-205	-8	-5	-3	17	7	10

Accounting for pass-by trips interaction, the proposed QuikTrip 1523 generate 205 (16.8%) fewer weekday trips, with 8 (7.1%) fewer AM peak hour trips and 17 (22.7%) more trips during the PM peak hour than the potential build-out of a fast-food restaurant under existing zoning.

FIELD REVIEW AND OBSERVATIONS

A field review was performed along Dobson Road, between the existing site driveway and the southern site driveway that serves the Seton Catholic Preparatory School. Observations were performed between 7:00 am to 8:15 am and between 2:30 pm to 4:00 pm to coincide with the Seton Catholic Preparatory drop-off and pick-up times.

During the morning observation period of 7:00 am to 8:15 am, a total of four (4) students were observed walking along Dobson Road, between Ray Road and the southern school driveway.

During the afternoon observation period of 2:30 pm to 4:00 pm, a total of two (2) students were observed walking along Dobson Road, between Ray Road and the southern school driveway.



Additionally, no vehicular queuing was observed along Dobson Road to access was southern school driveway.

See **Figure 2** below observation summary.



Figure 2 - Observation Summary



SUMMARY

The proposed QuikTrip 1523 development is located on the northwest corner of Dobson Road and Ray Road in the City of Chandler, Arizona. The proposed QuikTrip 1523 be comprised of a 5,312 square foot convenience store with 16 vehicle fueling stations.

Trip Generation

Accounting for pass-by trips, the proposed QuikTrip 1523 is anticipated to experience a total of 4,114 daily trips, with 433 trips occurring in the AM peak hour and 364 trips in the PM peak hour. The proposed development is anticipated to generate a total of 1,014 new weekday trips, with 104 new trips occurring during the AM peak hour and 92 new trips occurring during the PM peak hour.

Trip Generation Comparison

A trip generation comparison between the proposed development and the development proposed as part of case PL98-029 was completed. Accounting for pass-by trips interaction, the proposed QuikTrip 1523 and existing Tutor Time generate 3,522 (66.8%) fewer weekday trips, with 121 (79.6%) more AM peak hour trips and 175 (40.0%) fewer trips during the PM peak hour than the development proposed as part of zoning case PL98-029.

Additionally, a trip generation comparison between the proposed development and a potential fast-food restaurant under existing zoning was completed. Accounting for pass-by trips interaction, the proposed QuikTrip 1523 generate 205 (16.8%) fewer weekday trips, with 8 (7.1%) fewer AM peak hour trips and 17 (22.7%) more trips during the PM peak hour than the potential build-out of a fast-food restaurant under existing zoning.

Therefore, the build-out of the proposed QuikTrip 1523 represents a reduction in daily traffic compared to the previous proposed development at this location, as well as compared to a potential fast-food restaurant.

Field Review and Observations

A field review was performed along Dobson Road, between the existing site driveway and the southern site driveway that serves the Seton Catholic Preparatory School. A total of four (4) and two (2) students were observed walking along Dobson Road, between Ray Road and the southern school driveway during the morning and afternoon periods.

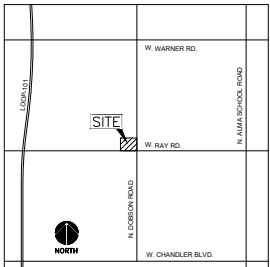


ATTACHMENT A – PROPOSED SITE PLAN





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7740 NORTH 16TH STREET, SUITE 300
PHOENIX, ARIZONA 85020 (602) 944-5200



Vicinity Map
NOT TO SCALE
SECTION 19
T.1S., R.5E., G.&S.R.B.&M.
MARICOPA COUNTY, ARIZONA

ENGINEER:
KIMLEY-HORN AND ASSOCIATES, INC.
ROBERT HANNEN, P.E.
7740 N. 16TH STREET, STE 300
PHOENIX, AZ, 85020
(602) 216-1259
ROBERT.HANNEN@KIMLEY-HORN.COM

DEVELOPER:
QUIKTRIP CORPORATION
DANIEL CHAMBERS
1116 E BROADWAY RD
TEMPE, AZ 85282
TEL: (480) 446-6321
DCHAMBER@QUIKTRIP.COM

SITE LEGEND

- BOUNDARY LINE
- CENTER LINE
- CONCRETE CURB AND GUTTER
- PARKING SPACE INDICATOR
- AREA LIGHT
- MULTIPLE PRODUCT DISPENSER WITH CANOPY COLUMNS AND BOLLARDS
- TRANSFORMER
- FUEL SYSTEM ACCESS MANWAY

PROJECT DATA:

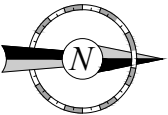
- EXISTING ZONING: PAD
PROPOSED ZONING: PAD W/ GAS STATION USE
APN: 302-80-948
ADDRESS: 2000 W RAY ROAD, CHANDLER AZ, 85224
EXISTING USE: RETAIL
- PROPOSED USE: GAS STATION/CONV. STORE
PROPOSED BUILDING HEIGHT: 20'-0"
PROPOSED BUILDING SQUARE FOOTAGE: 5,312 SQ. FT.
AUTO FUEL CANOPY AREA: 7,287 SQ. FT.
PROPOSED FUEL CANOPY HEIGHT: 17'-0"
- PARKING SPACES REQUIRED: 30 SPACES
(5,312 S.F. X 5.5 SPACE/1,000 S.F. FLOOR AREA)
PARKING SPACES PROVIDED: 50 SPACES (3 ADA PARKING SPACES)
- GROSS SITE AREA: 166,575 SQ. FT. (3.82 ACRES)
- NET AREA: 109,361 SQ. FT. (2.51 ACRES)
- TOTAL LOT COVERAGE: 12,598.5 SQ. FT. (0.29 ACRES)
12,598.5 S.F. / 109,361 S.F. = 11.5% LOT COVERAGE

BASIS OF BEARING:

PER ATWELL, THE BASIS OF BEARING IS ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN BEING SOUTH 89 DEGREES 23 MINUTES AND 0 SECONDS WEST A DISTANCE OF 2727.26 FEET.

BENCHMARK:

PER ATWELL, BENCHMARK DATUM: SECTION 19, T.1S., R.5E., 3" CITY OF CHANDLER BRASS CAP IN CONCRETE, FLUSH, BETWEEN RAY RD AND WARNER RD; 200' WEST OF DOBSON RD AT INTERSECTION OF KNOX RD AND SANTA ANNA COURT. ELEVATION 1193.85' (CITY OF CHANDLER)



20 10 0 20 40

QuikTrip No. 1523
2000 W RAY ROAD
CHANDLER, AZ



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PROTOTYPE: P-113 (02/12/23)
DIVISION: 08
VERSION: 001
DESIGNED BY: RMH
DRAWN BY: HDO
REVIEWED BY: RMH

REV	DATE	DESCRIPTION

SHEET TITLE:
PRELIMINARY SITE PLAN

SHEET NUMBER:

SP1

ORIGINAL ISSUE DATE: 03/24/2023



ATTACHMENT B – TRIP GENERATION





QuikTrip

Pass-By Calculations

After Pass-By

After Pass-By

Land Use	SF	Fueling Positions	BEFORE REDUCTION AM PEAK HR			PASS-BY	AM REDUCED				BEFORE REDUCTION PM PEAK HR			PASS-BY	PM REDUCED		
			ENTER	EXIT	TOTAL	Rate %	ENTER	EXIT	TOTAL		ENTER	EXIT	TOTAL	Rate %	ENTER	EXIT	TOTAL
Gasoline/Service Station with Convenience Market		16	217	216	433	76%	52	52	104		182	182	364	75%	46	46	92
TOTAL			217	216	433		52	52	104		182	182	364		46	46	92



QuikTrip

Trip Generation Calculations

881	Pharmacy/Drugstore with Drive-Thru																					
Land Use	ITE Code	Qty	Unit	Weekday			AM Peak Hour			PM Peak Hour			Weekday			AM Peak Hour			PM Peak Hour			
				Rate	% In	% Out	Rate	% In	% Out	Rate	% In	% Out	Total	In	Out	Total	In	Out	Total	In	Out	
Pharmacy/Drugstore with Drive-Thru	881	17	1000 SF GFA	108.40	50%	50%	3.74	52%	48%	10.25	50%	50%	1,847	924	923	64	33	31	175	87	88	Average Minimum Maximum
Pharmacy/Drugstore with Drive-Thru	881	17	1000 SF GFA	65.05	50%	50%	1.93	52%	48%	4.86	50%	50%	1,109	555	554	33	17	16	83	41	42	
Pharmacy/Drugstore with Drive-Thru	881	17	1000 SF GFA	180.63	50%	50%	7.25	52%	48%	20.45	50%	50%	3,078	1,539	1,539	124	64	60	349	174	175	
Land Use	ITE Code	Qty	Unit	Weekday			AM Peak Hour			PM Peak Hour			Weekday			AM Peak Hour			PM Peak Hour			
				Equation	% In	% Out	Equation	% In	% Out	Equation	% In	% Out	Total	In	Out	Total	In	Out	Total	In	Out	
Pharmacy/Drugstore with Drive-Thru	881	17	1000 SF GFA	$\ln(T)=0.74\ln(X)+5.32$	50%	50%	N/A	N/A	N/A	N/A	N/A	N/A	1,666	833	833	N/A	N/A	N/A	N/A	N/A	N/A	Equation

Average
Minimum
Maximum

Equation

Pharmacy/Drugstore with Drive-Thru	Standard Deviation	33.82		1.55		4.01	
	Number of Studies	16		21		39	
	Average Size	13		13		13	
	R ²	0.51		N/A		N/A	

821 Shopping Plaza (40-150k) (w/o Supermarket)																						
Land Use	ITE Code	Qty	Unit	Weekday			AM Peak Hour			PM Peak Hour			Weekday			AM Peak Hour			PM Peak Hour			
				Rate	% In	% Out	Rate	% In	% Out	Rate	% In	% Out	Total	In	Out	Total	In	Out	Total	In	Out	
Shopping Plaza (40-150k) (w/o Supermarket)	821	50.682	1000 Sq Ft GFA	67.52	50%	50%	1.73	62%	38%	5.19	49%	51%	3,422	1,711	1,711	88	55	33	263	129	134	
Shopping Plaza (40-150k) (w/o Supermarket)	821	51	1000 Sq Ft GFA	43.29	50%	50%	0.29	62%	38%	2.55	49%	51%	2,194	1,097	1,097	15	9	6	129	63	66	
Shopping Plaza (40-150k) (w/o Supermarket)	821	51	1000 Sq Ft GFA	91.06	50%	50%	3.77	62%	38%	15.31	49%	51%	4,615	2,307	2,308	191	118	73	776	380	396	
Land Use	ITE Code	Qty	Unit	Weekday			AM Peak Hour			PM Peak Hour			Weekday			AM Peak Hour			PM Peak Hour			
				Equation	% In	% Out	Equation	% In	% Out	Equation	% In	% Out	Total	In	Out	Total	In	Out	Total	In	Out	
Shopping Plaza (40-150k) (w/o Supermarket)	821	51	1000 Sq Ft GFA	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	

Shopping Plaza (40-150k) (w/o Supermarket)	Standard Deviation	19.25		1.06		2.28	
	Number of Studies	7		13		42	
	Average Size	59		67		79	
	R ²	N/A		N/A		N/A	

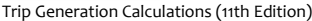
Existing Tutor Time

565	Day Care Center																				Average Minimum Maximum			
	Land Use	ITE Code	Qty	Unit	Weekday			AM Peak Hour			PM Peak Hour			Weekday			AM Peak Hour			PM Peak Hour				
					Rate	% In	% Out	Rate	% In	% Out	Rate	% In	% Out	Total	In	Out	Total	In	Out	Total		In	Out	
	Day Care Center	565	15	1000 SF GFA	47.62	50%	50%	11.00	53%	47%	11.12	47%	53%	733	367	366	169	90	79	171		80	91	
	Day Care Center	565	15	1000 SF GFA	12.12	50%	50%	1.79	53%	47%	1.56	47%	53%	187	94	93	28	15	13	24		11	13	
	Day Care Center	565	15	1000 SF GFA	211.06	50%	50%	57.02	53%	47%	40.85	47%	53%	3,250	1,625	1,625	878	465	413	629		296	333	
	Land Use	ITE Code	Qty	Unit	Weekday			AM Peak Hour			PM Peak Hour			Weekday			AM Peak Hour			PM Peak Hour				
					Equation	% In	% Out	Equation	% In	% Out	Equation	% In	% Out	Total	In	Out	Total	In	Out	Total		In	Out	
	Day Care Center	565	15	1000 SF GFA	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A
																								Equation

Average
Minimum
Maximum

Equation

Day Care Center	Standard Deviation	29.78		6.08		6.28	
	Number of Studies	27		89		90	
	Average Size	5		5		5	
	R ²	N/A		N/A		N/A	



Fast-Food Restaurant with Drive-Through Window	Standard Deviation	238.62		27.14		17.59	
	Number of Studies	71		96		190	
	Average Size	3		4		3	
	R ²	N/A		N/A		N/A	



Pass-By Calculations

After Pass-By

After Pass-By

Land Use	SF	BEFORE REDUCTION AM PEAK HR			PASS- BY Rate %	AM REDUCED			BEFORE REDUCTION PM PEAK HR			PASS- BY Rate %	PM REDUCED		
		ENTER	EXIT	TOTAL		ENTER	EXIT	TOTAL	ENTER	EXIT	TOTAL		ENTER	EXIT	TOTAL
Fast-Food Restaurant with Drive-Through Window	5,000	114	109	223	50%	57	55	112	86	79	165	55%	39	36	75
TOTAL		114	109	223		57	55	112	86	79	165		39	36	75



ATTACHMENT C – PL98-029 DEVELOPMENT DOCUMENTS



FORTNEY

ASSOCIATES, INC.

98-29
6052 NORTH 16TH STREET
PHOENIX, ARIZONA 85016

TELEPHONE (602) 955-0999
FACSIMILE (602) 955-9292

May 26, 1998

Mr. Thomas Ritz
Planning Services
City of Chandler
215 East Buffalo Street
Chandler, AZ 85225
(602) 786-2849

RE: Planning Commission Submittals--REVISED
Proposed Osco Store #19-2286
NWC Ray Road and Dobson Road
Chandler, AZ

Thomas:

On behalf of American Stores Properties, Inc., we respectfully resubmit the following documents for Planning Commission Review, relative to the above referenced Osco Drug Store in Chandler, Arizona. Enclosed are the following submittal exhibits:

A. Twelve (12) 8 1/2 x 11 bound packets of the following items:

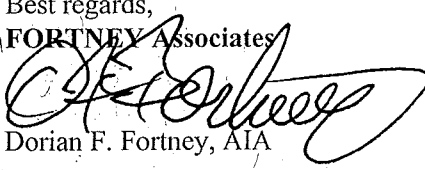
1. Project Narrative (Project Description)
2. Color Perspective Rendering
3. **Color Elevations (REVISED)**
4. **Color Landscape Plan (REVISED)**
5. **Site Plan (REVISED)**
6. **Preliminary Grading & Drainage Plan (REVISED)**
7. Preliminary Utility Plan
8. Boundary & Topographic Survey
9. **Landscape Plan (REVISED)**
10. Building Elevations with Signage (2 sheets)—not revised
—SEE COLORED ELEVATIONS FOR REVISIONS
11. **Color Palette**
12. Drive-through Signage Plan
13. Monument Sign Detail
14. Building Fixture (Floor) Plan
15. Drainage Report
16. **Engineer Letter of Coordination with Landscape**

B. **One full size copy of each of the revised drawings is also attached for your use, along with samples of the block materials you requested.**

Thank you for your assistance with this submittal. Please do not hesitate to call me if there are any additional items you need.

Best regards,

FORTNEY Associates


Dorian F. Fortney, AIA

PROJECT DESCRIPTION

OSCO DRUG STORE NWC RAY ROAD & DOBSON ROAD CHANDLER, ARIZONA

May 11, 1998

The proposed project involves the construction of a new Osco Drug Store with related parking, landscaping and signage. Fortney Associates (Mr. Dorian Fortney, representative) is the project applicant on behalf of Osco, a division of American Stores Properties, Inc.

The proposed site for the Osco Drug Store is zoned C-2 by Maricopa County, Arizona. The site has been annexed into the City of Chandler and is proposed for PAD zoning, consistent with the County designation. The adjacent property north of the proposed site is zoned AG-1. The properties to the east and south are zoned PAD. The property to the west is zoned Rural-43.

Gross Area	9.37 acres (408,078 square feet)
Right-of-way Dedication Area	1.06 acres (46,298 square feet)
Net Area (after ROW dedications)	8.31 acres (361,780 square feet)
Total building area proposed for Osco Drug	17,042 square feet
Total building area proposed for future shops	50,682 square feet
Total Area	67,724 square feet
Parking Required (City)	373 (5.5 per 1000)
Parking Provided (including handicapped)	373 (5.5 per 1000)
Landscape Required (City)	36,178 square feet (10% interior)
Landscape provided	40,560 square feet (11% interior)

Osco proposes to develop approximately 2.58 acres (112,917 sq. ft.) of the southeast corner of the site. The proposed Osco Drug Store is to be completed as Phase I, as will the entire length of both road frontages. The remainder of the site will be developed as Phase II.

This store offers the latest prototype facility in the current drug store market in addition to the uses normally include with a conventional drug store it provides, such expanded services as 1-hour photo finishing, off-sale liquor sales (requires CUP approval for series 9 liquor license), greeting cards, cosmetics, and a full-service pharmacy. Osco requests the right to operate 24 hours a day and to conduct seasonally "outdoor" sales. It will employ an average of 25 people per store, with approximately one third being full time and the rest part time.

Building occupancy is proposed by the architect as type M. The proposed Type V-N construction consists of masonry walls and steel framing with concrete slab on grade. Primary exterior materials are split face and precision concrete blocks, score lines, cornices and ceramic tiles accents. The north elevation has a canopy extension at the entry element partially wrapping around the east elevation. The east elevation also has a canopy extension for the drive-thru at the northeast corner. Subtle coloration will vary in the beige and gray range with bolder color in the

accents and roofing. Screening of rooftop mechanical equipment will be provided at roof level as required.

Access to the site will be from three driveways, one on Dobson Road and two on Ray Road. The easterly driveway on Ray Road is considered to be the main project entrance. The southerly driveway on Dobson Road is intended for truck egress. Future buildout of the center will incorporate a second drive entry on Dobson Road.

There are 33 foot existing rights-of-way on Dobson and Ray Roads. Right-of-way dedications have been proposed on Ray Road to provide for an additional westbound lane with a new right turn lane and bus turn-out at the eastern entrance. Right-of-way dedication is also proposed on Dobson Road will include right turn lanes at both the southerly drive entry and at the intersection with Ray Road.

Existing and anticipated traffic is described in the traffic study completed for this project. On-site use of the pharmacy drive-through lanes is typically low volume. The exterior lane is utilized for drop-off, and usually has no stacking. Maximum stacking in the pickup lane is two cars, with an average of three to five pickups per hour. This is controllable by pharmacy staff who may ask customers to come into the store. The facility will allow limited drop-off and pick-up of pharmacy products only. The drive-through traffic has been evaluated and approved by City traffic staff in determining the on-site design and stacking requirement.

The loading dock located on the north side of the store will receive an average of 1 large delivery truck per day, with several smaller trucks at varied intervals. The dock will be screened with landscaping on all sides to minimize visual effects.

Parking lot lighting is proposed to be approximately 4 foot candles average, diminishing at property lines and shielded to prevent direct glare onto adjacent properties in compliance with City lighting requirements.

SRP will provide electrical services. US West will provide telephone services. Southwest Gas will provide gas services. Electrical, telephone and gas will be routed from the Dobson Road frontage. The City of Chandler is responsible for providing Sewer, Water, Fire and Storm Drainage services. A maximum of one 2-inch water meter will be required for domestic water service.

There is one proposed Osco Drug monument sign, which will be located at the southeast corner of the site. The sign will be approximately 12'-0" long and 6'-0" high. The total sign face area is approximately 27 square feet. The primary construction materials used for sign will be a stucco finish, split face block, masonry cornices and ceramic tile accents.

As seen on the landscape plan, a desert theme with buffering and shading are proposed for the site. The project drives are designed to provide green focal points for project identity. Earth berms are proposed to be intermixed with retention areas so that 50% of the landscape street frontage will be mounded according to City standards. The desert landscape criteria for plant selection includes both water use and pollen production qualities. The landscape plan has used the grading plan, as verbally approved by the City engineering staff, as the basis for berming and ponding areas.



A PROJECT FOR



**FORTNEY
&
ASSOCIATES**

1001 N. 10th Street, Suite 100, Phoenix, Arizona 85004



**AMERICAN
STORES
PROPERTIES, INC.**

348 East South Temple
Salt Lake City, Utah 84111

A COMMERCIAL PROJECT AT

NWC RAY RD. & DOBSON RD.

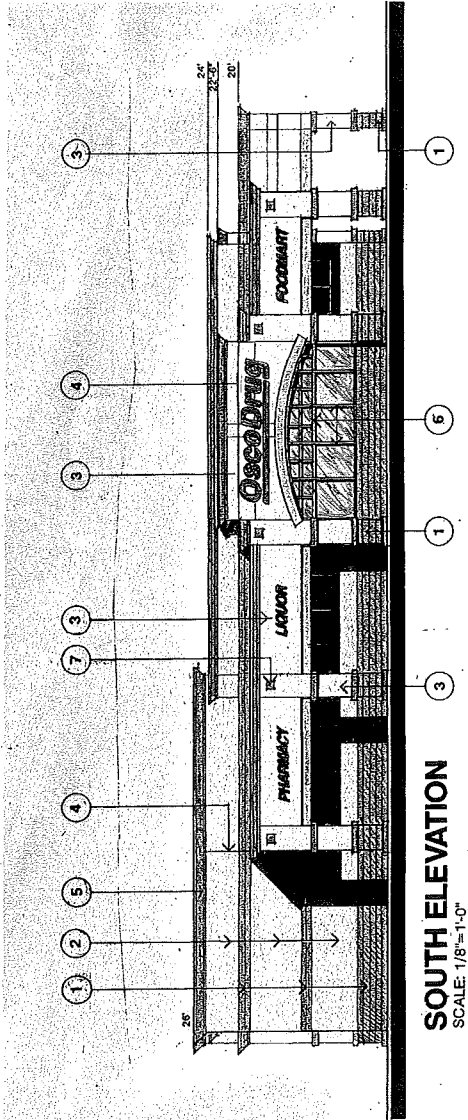
CHANDLER, AZ

3/6/98 SDS 96-76

Perkowitz + Ruth architects inc.

Architecture / Planning
911 Sunkist Road
Long Beach, California 90815
562-564-9222

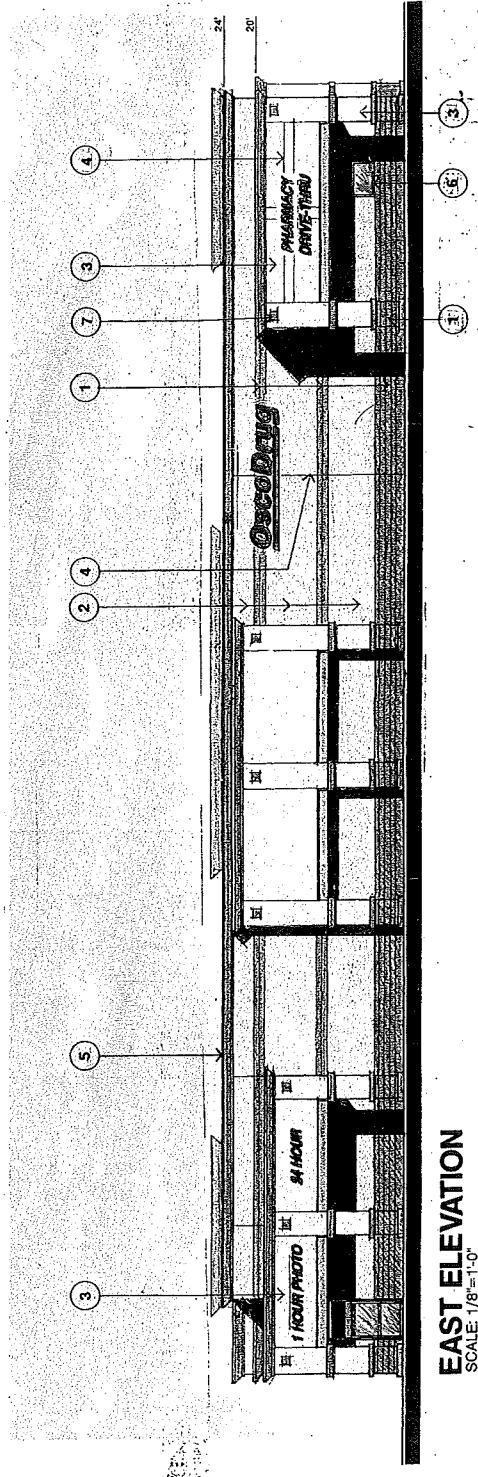
PERSPECTIVE



SOUTH ELEVATION
SCALE: 1/8"=1'-0"

FINISH SCHEDULE

- 1 SPLITFACE CONCRETE BLOCK
- 2 PRECISION CONCRETE BLOCK
- 3 EXTERIOR CEMENT PLASTER
- 4 EXPANSION CONTROL JOINTS
- 5 PAINTED SHEET-METAL CORNICE
- 6 ALUMINUM STOREFRONT FRAMING
- 7 CERAMIC TILE ACCENT



EAST ELEVATION
SCALE: 1/8"=1'-0"

A PROJECT FOR

AMERICAN STORES INC.

FORTNEY & ASSOCIATES

348 East South Temple
Salt Lake City, UTAH 84111

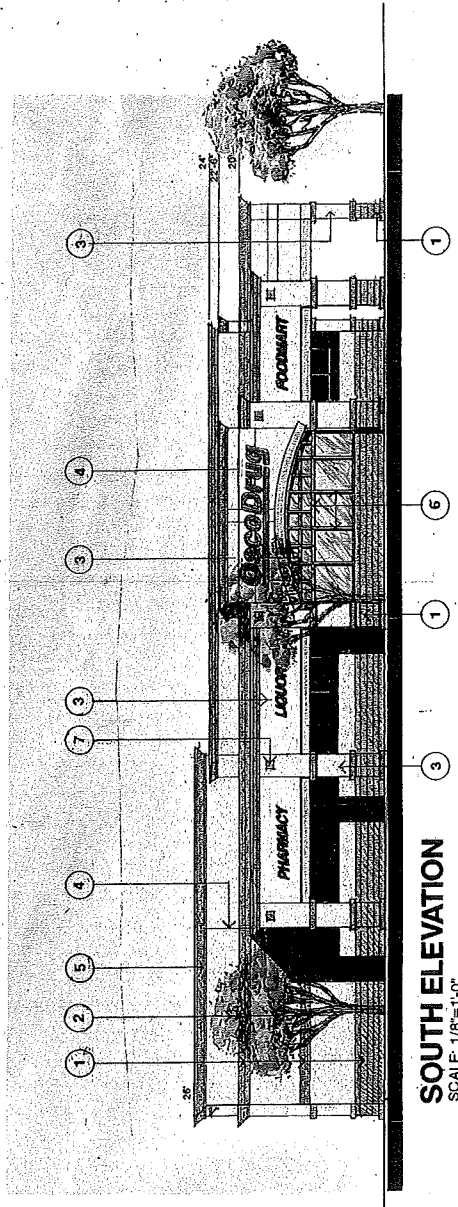
NWC RAY RD. & DOBSON RD.

CHANDLER, AZ

Perkowitz Ruth, inc.

9/10/97 YMB
12/20/96 YMB

1



SOUTH ELEVATION
SCALE: 1/8"=1'-0"

FINISH SCHEDULE

- 1 SPLITFACE CONCRETE BLOCK
- 2 PRECISION CONCRETE BLOCK
- 3 EXTERIOR CEMENT PLASTER
- 4 EXPANSION CONTROL JOINTS
- 5 PAINTED SHEET METAL CORNICE
- 6 ALUMINUM STOREFRONT FRAMING
- 7 CERAMIC TILE ACCENT

A PROJECT FOR

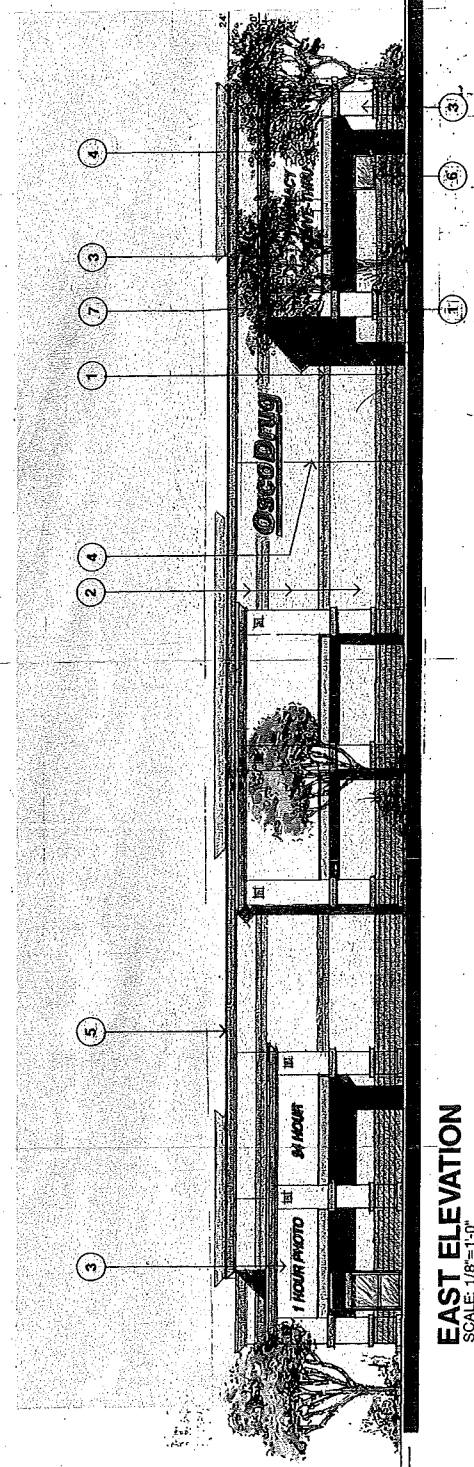
FORTNEY & ASSOCIATES
ARCHITECTS
348 East South Temple
Salt Lake City, Utah 84111

AMERICAN STORES PROPERTIES, INC.
348 East South Temple
Salt Lake City, Utah 84111

NWC RAY RD. & DOBSON RD.

CHANDLER, AZ

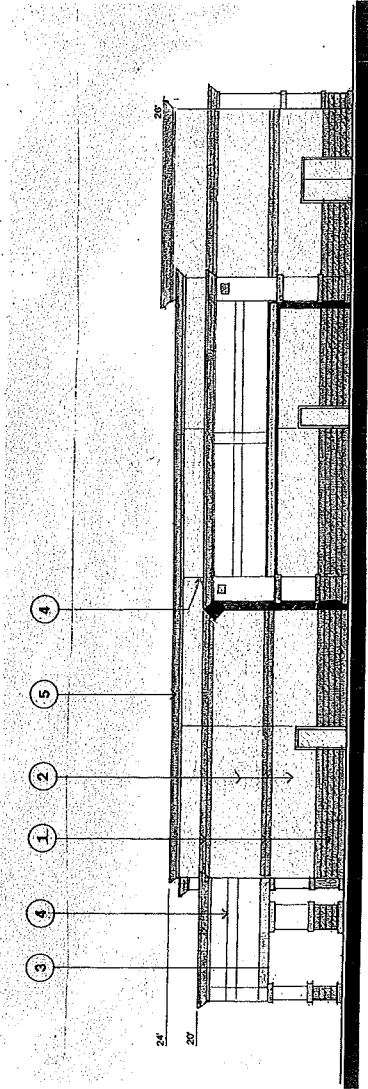
Perkowitz Ruth, inc.



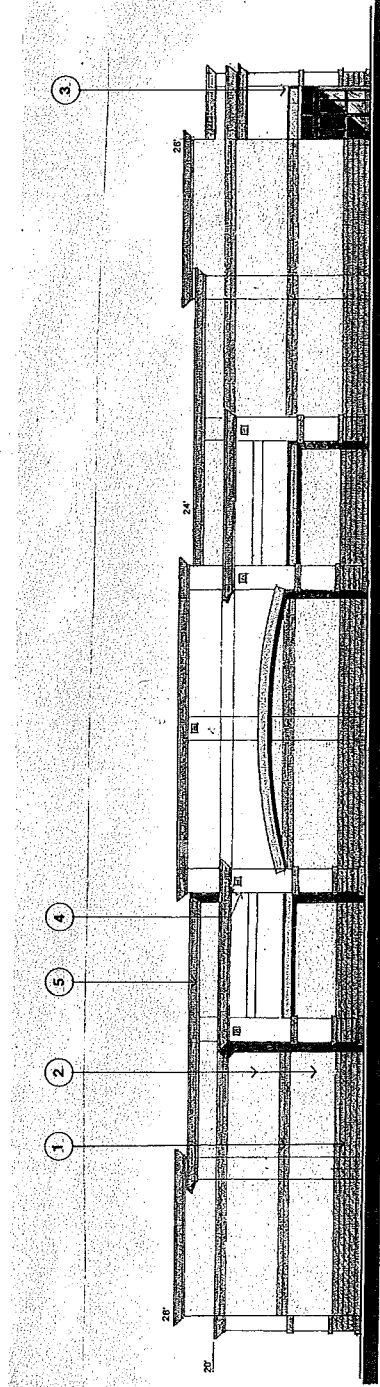
EAST ELEVATION
SCALE: 1/8"=1'-0"

9/10/87 YMB
12/20/86 YMB

1



NORTH ELEVATION
SCALE: 1/8"=1'-0"



WEST ELEVATION
SCALE: 1/8"=1'-0"

FINISH SCHEDULE

- ① SPLITFACE CONCRETE BLOCK
- ② PRECISION CONCRETE BLOCK
- ③ EXTERIOR CEMENT PLASTER
- ④ EXPANSION CONTROL JOINTS
- ⑤ PAINTED SHEET METAL CORNICE
- ⑥ ALUMINUM STOREFRONT FRAMING
- ⑦ CERAMIC TILE ACCENT

A PROJECT FOR



**AMERICAN
STORES
PROPERTIES, INC.**
348 East South Temple
Salt Lake City, Utah 84111

**FORTNEY
&
ASSOCIATES**
ARCHITECTS
1001 West 10th Street, Suite 1000
Salt Lake City, Utah 84111

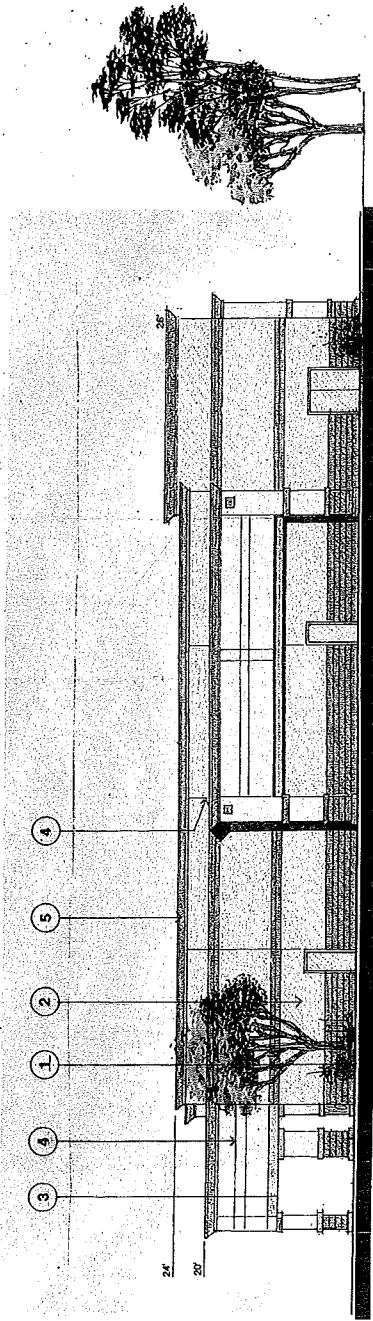
NWC RAY RD. & DOBSON RD.

CHANDLER, AZ

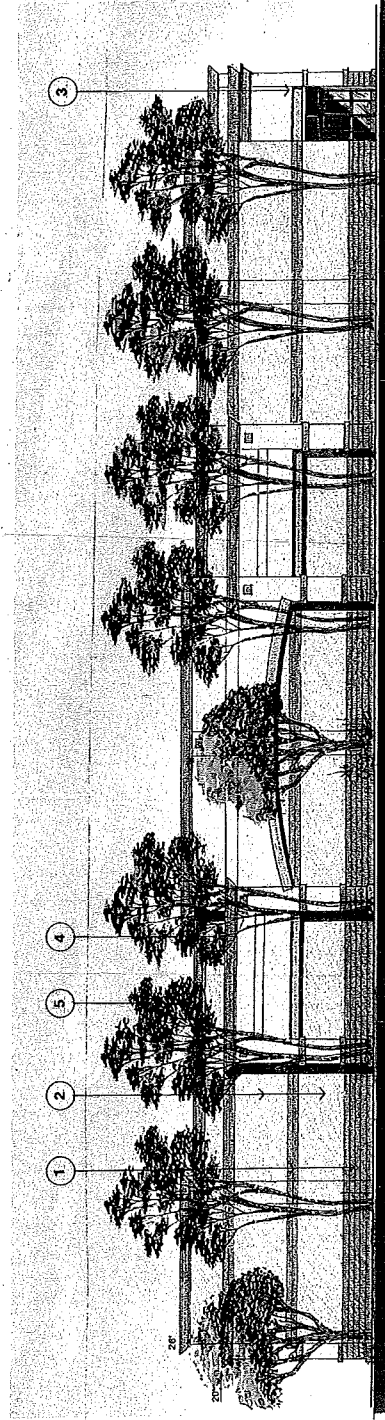
Perkowitz Ruth, inc.

2

9/10/97 YMB
12/20/96 YMB



NORTH ELEVATION
SCALE: 1/8"=1'-0"

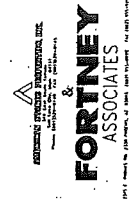


WEST ELEVATION
SCALE: 1/8"=1'-0"

FINISH SCHEDULE

- 1 SPLITFACE CONCRETE BLOCK
- 2 PRECISION CONCRETE BLOCK
- 3 EXTERIOR CEMENT PLASTER
- 4 EXPANSION CONTROL JOINTS
- 5 PAINTED SHEET METAL CORNICE
- 6 ALUMINUM STOREFRONT FRAMING
- 7 CERAMIC TILE ACCENT

A PROJECT FOR



NWC BAY RD. & DOBSON RD.

CHANDLER, AZ

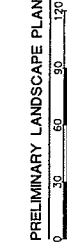
Perkowitz Ruth, inc.

9/10/97 YMB
12/20/96 YMB

2



PRELIMINARY LANDSCAPE PLAN



PRELIMINARY PLANT SCHEDULE

[illegible]

NOTE: LANDSCAPE TO BE WATERED BY AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM.

S I T E D A T A

[illegible]

POOR VISIBILITY - ALL
PLANT MATERIAL NOT TO
EXCEED 2' IN HT. TREES
TO BE PRUNED UP TO MEET
CITY REQUIREMENTS (TYPE)

ROAD

ADAPT VISIBILITY (TYP.)

LANDSCAPE TO MEET RAY NO.
LEDELANIS (TYP.)

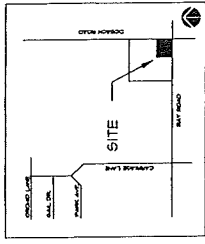
ALL STREET FRONT TREES TO
BE 10' PLANTED HEIGHT (TYP.)

RETENTION - SEE CIVL
PLANS (MTP)



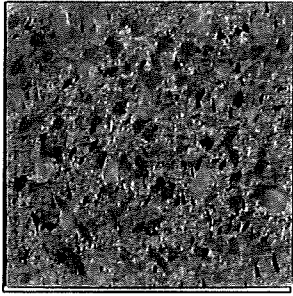
GILMORE GRAVES, INC.
INCORPORATED
1000 WEST 10TH AVENUE
DENVER, COLORADO 80202
303-733-1111

VICINITY MAP

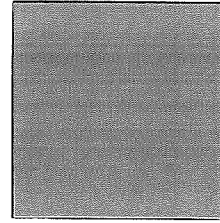


629.81

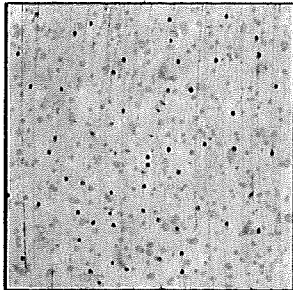
501,20,34" W



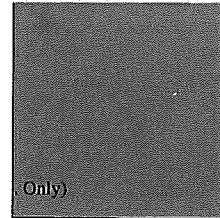
① BUILDING WAINSCOT—ORCO
BLOCK RED 80 SPLITFACE



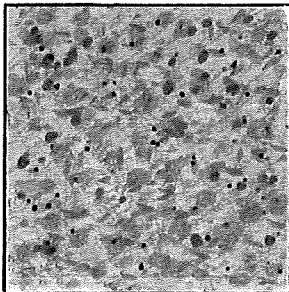
④ COLUMN ACCENT BANDS—
FRAZEE #8853M "GREY
HEATHER"



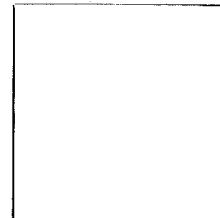
② MAIN BUILDING WALLS—
ORCO BLOCK LIGHT BERRY
PRECISION



⑤ BUILDING ACCENTS AND
CORNICE—FRAZEE 8854N
"DRIFTING SPIRIT"




③ HORIZONTAL ACCENT
BANDS—ORCO BLOCK LONG
BEACH BERRY SPLITFACE



⑥ MAIN CANOPY FACES—COLOR
TO MATCH FRAZEE 8840W
"ROSEVALE"

COLOR PALETTE

ISSUED: Preliminary	 AMERICAN STORES PROPERTIES, INC. 348 East South Temple Salt Lake City, Utah 84111 Phone: (801)539-0140 FAX: (801)539-0145
DATE: 3-12-87	
CHECKED: DRAFTER	
PROJECT NO.: 19-2286	
DRAWING FILE: COLOR PALETTE	
SHEET NUMBER:	
1	
OF 1 SHEETS	
SCALE: NTS	

FORTNEY ASSOCIATES INC. 2345 E. THOMAS RD. #490 PHOENIX, AZ. 85016 (602) 955-0999 FAX (602) 955-9292	
STORE/PROJECT:	OSCO #19-2286 NWC RAY RD. & DOBSON RD. CHANDLER, ARIZONA
DRAWING NAME:	COLOR PALETTE

DATE	11/11/11
BY	W. J. FORTNEY
CHECKED	J. FORTNEY
DATE	11/11/11
BY	W. J. FORTNEY
CHECKED	J. FORTNEY
DATE	11/11/11
BY	W. J. FORTNEY
CHECKED	J. FORTNEY

FORTNEY ASSOCIATES INC.
 2242 E. THUNDER RD. #400 PHOENIX, AZ 85016
 (602) 955-0995 FAX (602) 955-9282

OSCOS #19-2286
NWC RAY RD. & DOBSON RD.
CHANDLER, ARIZONA
WORKIGN SITE PLAN

DATE	11/11/11
BY	W. J. FORTNEY
CHECKED	J. FORTNEY
DATE	11/11/11
BY	W. J. FORTNEY
CHECKED	J. FORTNEY
DATE	11/11/11
BY	W. J. FORTNEY
CHECKED	J. FORTNEY

DATE	11/11/11
BY	W. J. FORTNEY
CHECKED	J. FORTNEY
DATE	11/11/11
BY	W. J. FORTNEY
CHECKED	J. FORTNEY
DATE	11/11/11
BY	W. J. FORTNEY
CHECKED	J. FORTNEY

S I T E D A T A

ZONE RURAL 43
PROPOSED: C-2 INTERMEDIATE COMMERCIAL/PLAN OF DEVELOPMENT

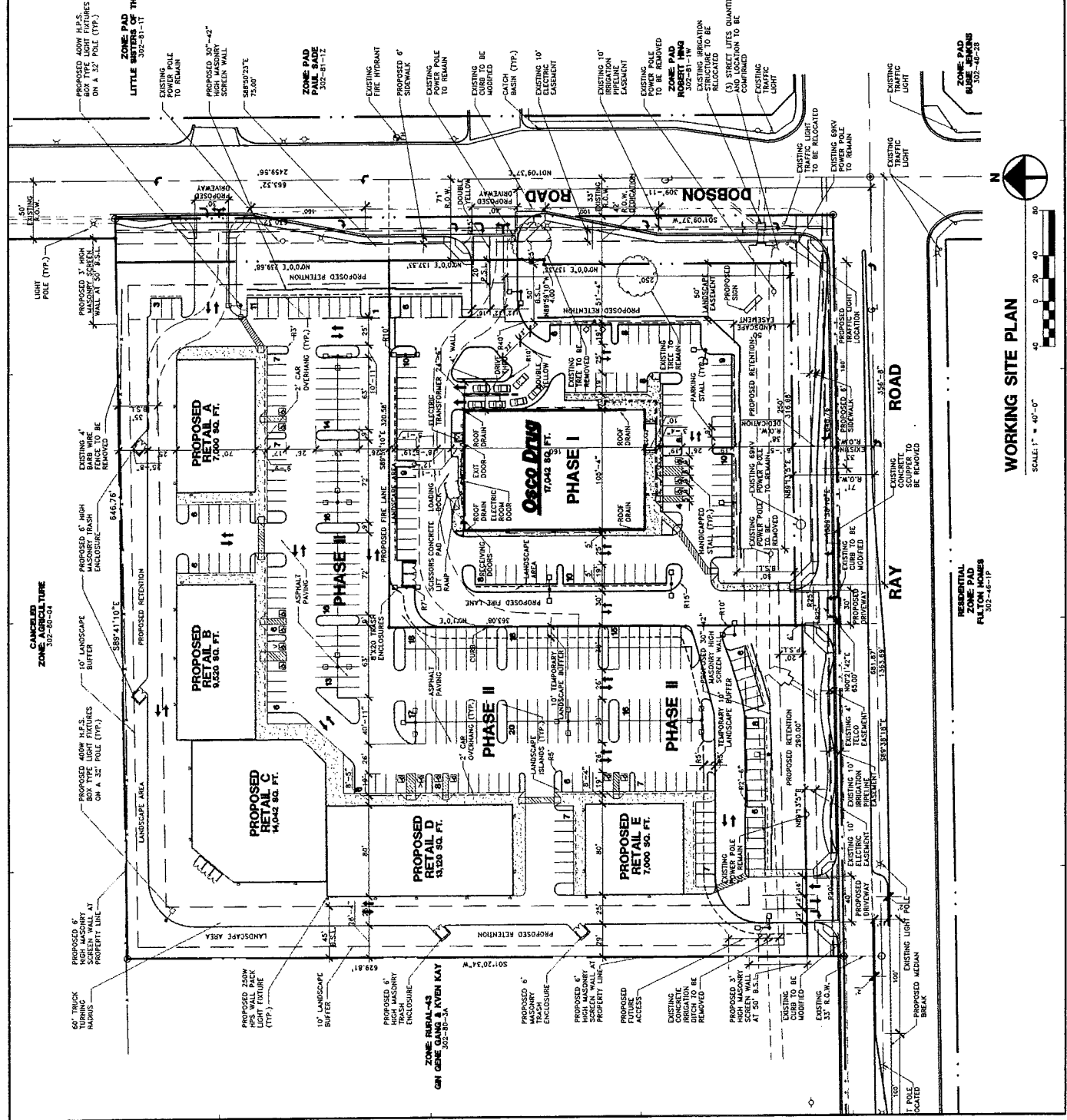
LOT:
 OSCO DRUG LAND AREA: 112,917 S.F. (2.58 AC.)
 RETAIL LAND AREA: 255,161 S.F. (5.87 AC.)
 GROSS AREA: 408,078 S.F. (9.37 AC.)
 R.O.W. DEDICATION AREA: 46,298 S.F. (1.06 AC.)
 NET AREA: 361,780 S.F. (8.31 AC.)

PHASE I
 LANDSCAPE REQUIRED 10,837 S.F. (10 % INTERIOR)
 LANDSCAPE PROVIDED 12,962 S.F. 40,560 S.F. (11 %)

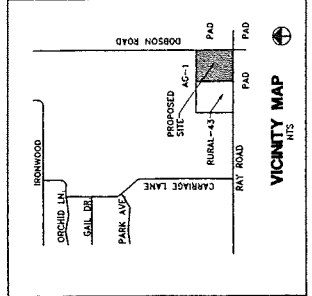
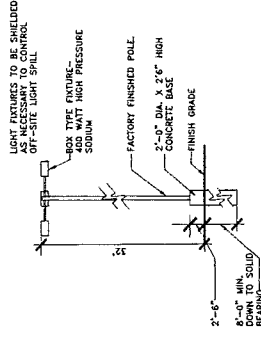
BUILDING:
 PROPOSED OSCO DRUG: 17,042 S.F.
 PROPOSED RETAIL A: 7,000 S.F.
 PROPOSED RETAIL B: 9,520 S.F.
 PROPOSED RETAIL C: 14,042 S.F.
 PROPOSED RETAIL D: 13,120 S.F.
 PROPOSED RETAIL E: 7,000 S.F.
 TOTAL: 67,724 S.F.

PARKING: REQUIRED (PHASE I & II) PROVIDED
 STANDARD HANDICAPPED (PER STATE CODE) 369
 TOTAL 372 (5.5 PER 1,000) 373 (5.5 PER 1,000)

PARKING: REQUIRED (PHASE I ONLY) PROVIDED
 STANDARD HANDICAPPED 5% (PER COUNTY CODE) 91
 TOTAL 94 (5.5 PER 1,000) 94 (5.5 PER 1,000)



LIGHT POLE DETAIL

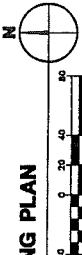


WORKING SITE PLAN

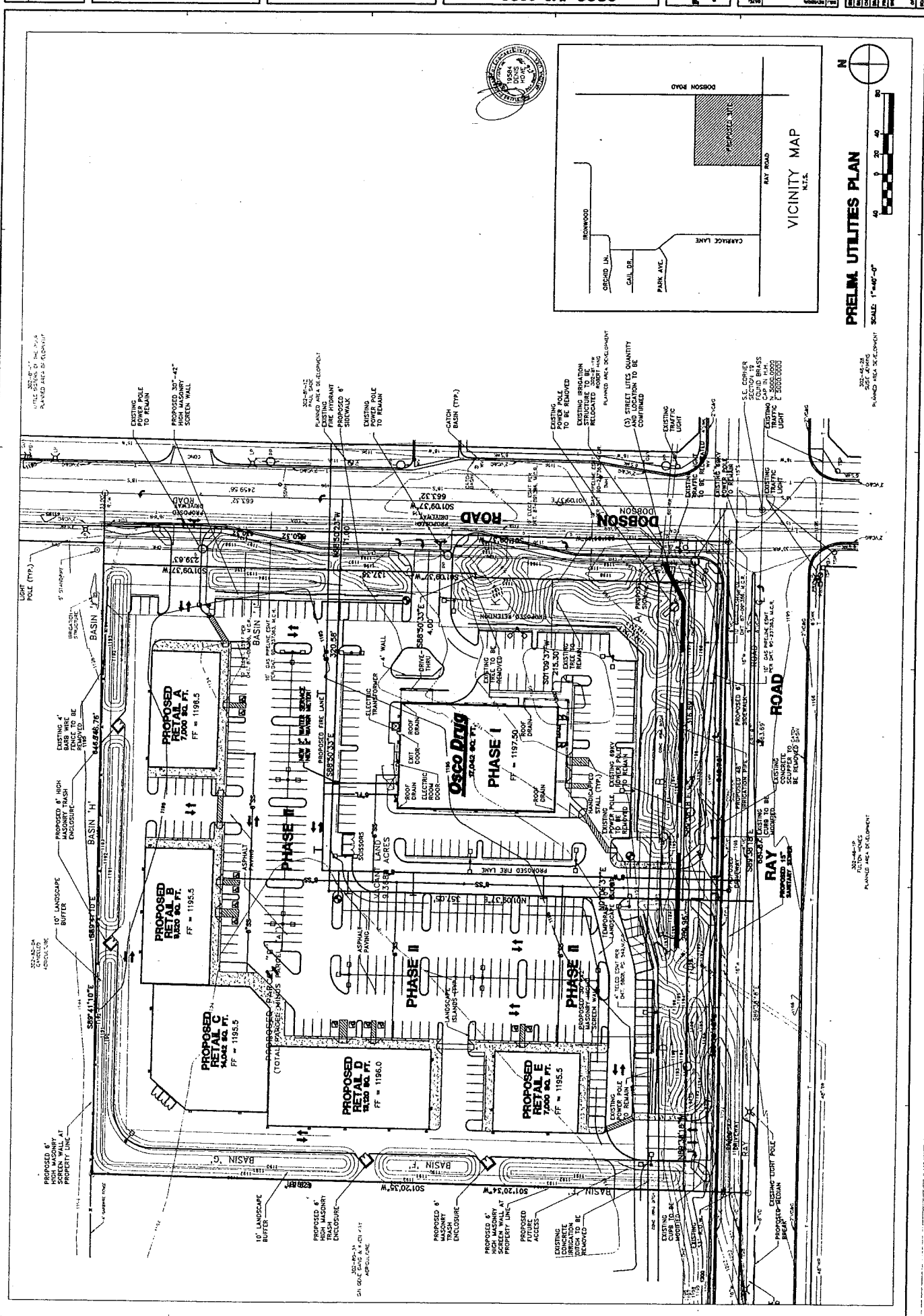
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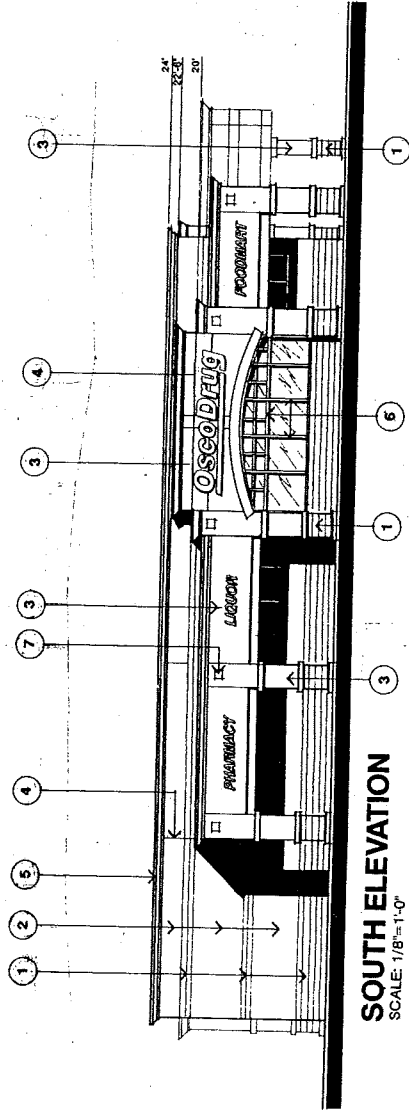
RESIDENTIAL
 ZONE PAD
 FULTON HOMES
 302-46-11P

ZONE PAD
 BURSE JENKINS
 302-46-28

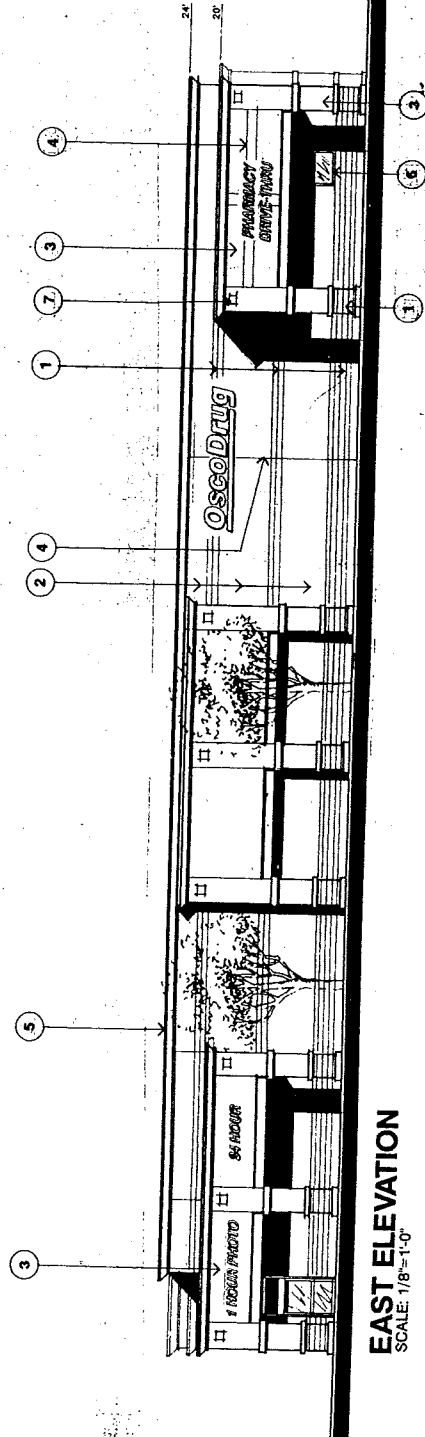


VOLUME PROPOSED			SURF.			INCR.		
INCLDING 10K	TOTAL VOLUME REQ'D.	= 83,233 CF	10K	15K	20K	10K	15K	20K
ELEV.	CF		CF	CF	CF	CF	CF	CF
ASIN "A" 95.00	6442	≥ 1.00	3872	≥ 1.00	3225	2777	≥ 1.00	3225
ASIN "B" 95.00	4406	≥ 1.00	2886	≥ 1.00	2358	827	≥ 1.00	2358
ASIN "C" 94.50	4785	≥ 1.00	3128	≥ 1.00	2012	927	≥ 1.00	2012
ASIN "D" 94.00	4012	≥ 1.00	2607	≥ 1.00	1688	727	≥ 1.00	1688
SLOPES 93.50	3238	≥ 1.00	2016	≥ 1.00	1253	586	≥ 1.00	1253
TOTAL	18616							
ASIN "B" 95.00	3872	≥ 1.00	3225					
ASIN "C" 94.50	4406	≥ 1.00	2886					
ASIN "D" 94.00	4785	≥ 1.00	3128					
SLOPES 93.50	3238	≥ 1.00	2016					
TOTAL	16444		12277					
ASIN "A" 95.00	6442	≥ 1.00	3872					
ASIN "B" 95.00	4406	≥ 1.00	2886					
ASIN "C" 94.50	4785	≥ 1.00	3128					
SLOPES 93.50	3238	≥ 1.00	2016					
TOTAL	18616		12277					
ASIN "A" 95.00	6442	≥ 1.00	3872					
ASIN "B" 95.00	4406	≥ 1.00	2886					
ASIN "C" 94.50	4785	≥ 1.00	3128					
SLOPES 93.50	3238	≥ 1.00	2016					
TOTAL	18616		12277					
ASIN "A" 95.00	6442	≥ 1.00	3872					
ASIN "B" 95.00	4406	≥ 1.00	2886					
ASIN "C" 94.50	4785	≥ 1.00	3128					
SLOPES 93.50	3238	≥ 1.00	2016					
TOTAL	18616		12277					
ASIN "A" 95.00	6442	≥ 1.00	3872					
ASIN "B" 95.00	4406	≥ 1.00	2886					
ASIN "C" 94.50	4785	≥ 1.00	3128					
SLOPES 93.50	3238	≥ 1.00	2016					
TOTAL	18616		12277					
ASIN "A" 95.00	6442	≥ 1.00	3872					
ASIN "B" 95.00	4406	≥ 1.00	2886					
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SOUTH ELEVATION
SCALE: 1/8"=1'-0"



EAST ELEVATION
SCALE: 1/8"=1'-0"

FINISH SCHEDULE

- 1 SPLITFACE CONCRETE BLOCK
- 2 PRECISION CONCRETE BLOCK
- 3 EXTERIOR CEMENT PLASTER
- 4 EXPANSION CONTROL JOINTS
- 5 PAINTED SHEET METAL CORNICE
- 6 ALUMINUM STOREFRONT FRAMING
- 7 CERAMIC TILE ACCENT

A PROJECT FOR

FORTNEY & ASSOCIATES
ARCHITECTS
348 East South Temple
Salt Lake City, Utah 84111

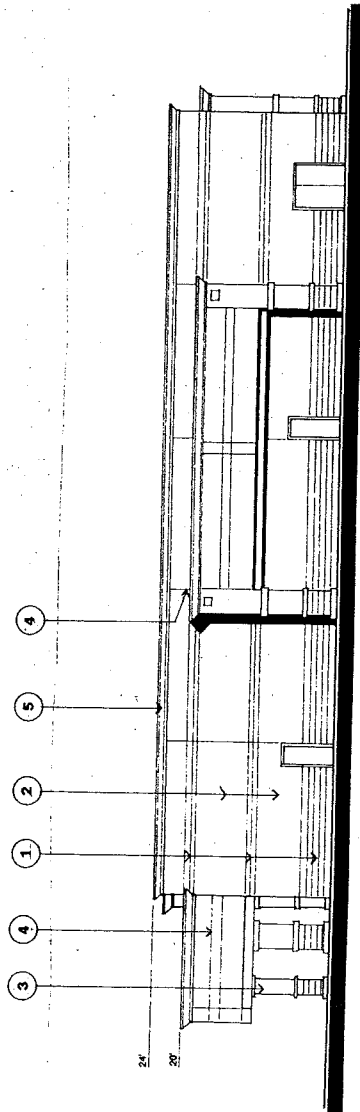
AMERICAN STORES PROPERTIES, INC.
348 East South Temple
Salt Lake City, Utah 84111

NWC RAY RD. & DOBSON RD

CHANDLER, AZ

Musil Perkwitz Ruth, inc.

9/10/97 YMB
12/20/96 YMB

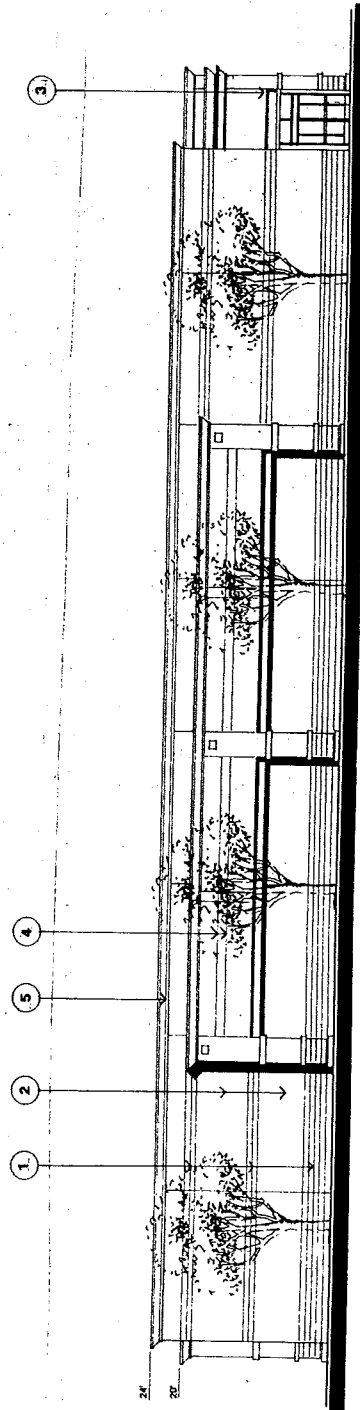


NORTH ELEVATION

SCALE: 1/8"=1'-0"

FINISH SCHEDULE

- 1. SPLITFACE CONCRETE BLOCK
- 2. PRECISION CONCRETE BLOCK
- 3. EXTERIOR CEMENT PLASTER
- 4. EXPANSION CONTROL JOINTS
- 5. PAINTED SHEET METAL CORNICE
- 6. ALUMINUM STOREFRONT FRAMING
- 7. CERAMIC TILE ACCENT



WEST ELEVATION

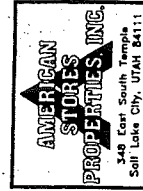
SCALE: 1/8"=1'-0"

A PROJECT FOR



FORTNEY & ASSOCIATES, INC.

1001 N. 1000 E. Suite 1000, Salt Lake City, UT 84111



340 East South Temple
Salt Lake City, Utah 84111

NWC RAY RD. & DOBSON RD.

CHANDLER, AZ

Musil Perkwitz Ruth, inc.

9/10/97 YMB
12/20/96 YMB

2

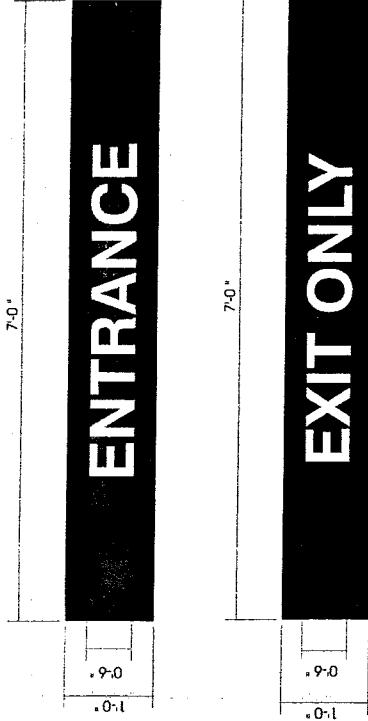
SINGLE FACE ILLUM. DIRECTIONAL SIGNS

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

MANUFACTURE AND INSTALL NEW SINGLE FACE INTERIOR FLUORESCENT ILLUMINATED SIGNS.

CABINET:
SF 063" FABRICATED ALUMINUM CABINET (10" DEEP) AND RETAINERS
PAINTED TO MATCH #2793 RED PLEX, SEMI-GLOSS FINISH.

FACE:
WHITE TUFGLAS FACE W/3630-53 CARDINAL RED VINYL OVERLAY, CUT
OUT RED VINYL FOR SHOW-THRU COPY.



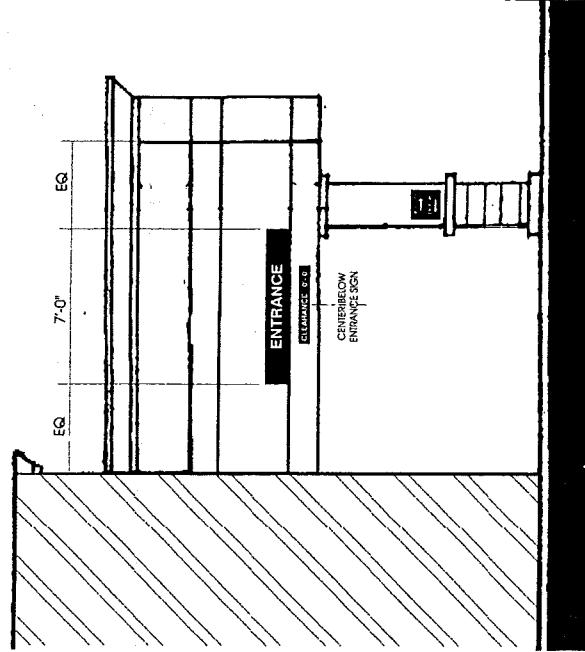
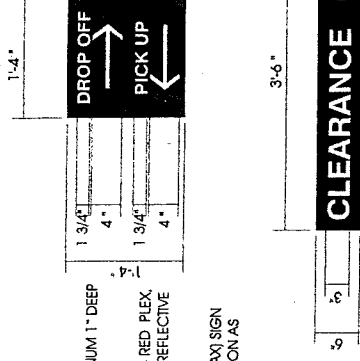
SF DIRECTIONAL SIGNS

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

MANUFACTURE AND INSTALL FABRICATED ALUMINUM 1" DEEP
SF NON-ILLUMINATED DIRECTIONAL SIGNS.

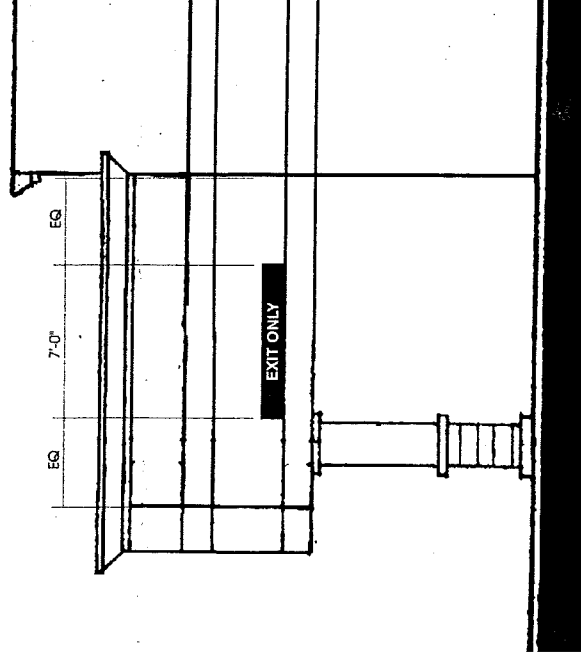
PAINT CABINET TO MATCH ROHM & HAAS #2793 RED PLEX,
SEMI-GLOSS FINISH, WITH CUT OUT SCOTCHCAL REFLECTIVE
WHITE VINYL GRAPHICS APPLIED.

NOTE: GENERAL CONTRACTOR TO NOTIFY (MA FAX) SIGN
VENDOR OF ACTUAL CLEARANCE HEIGHT AS SOON AS
POSSIBLE AFTER DRIVEWAY ASPHALT IS LAID.

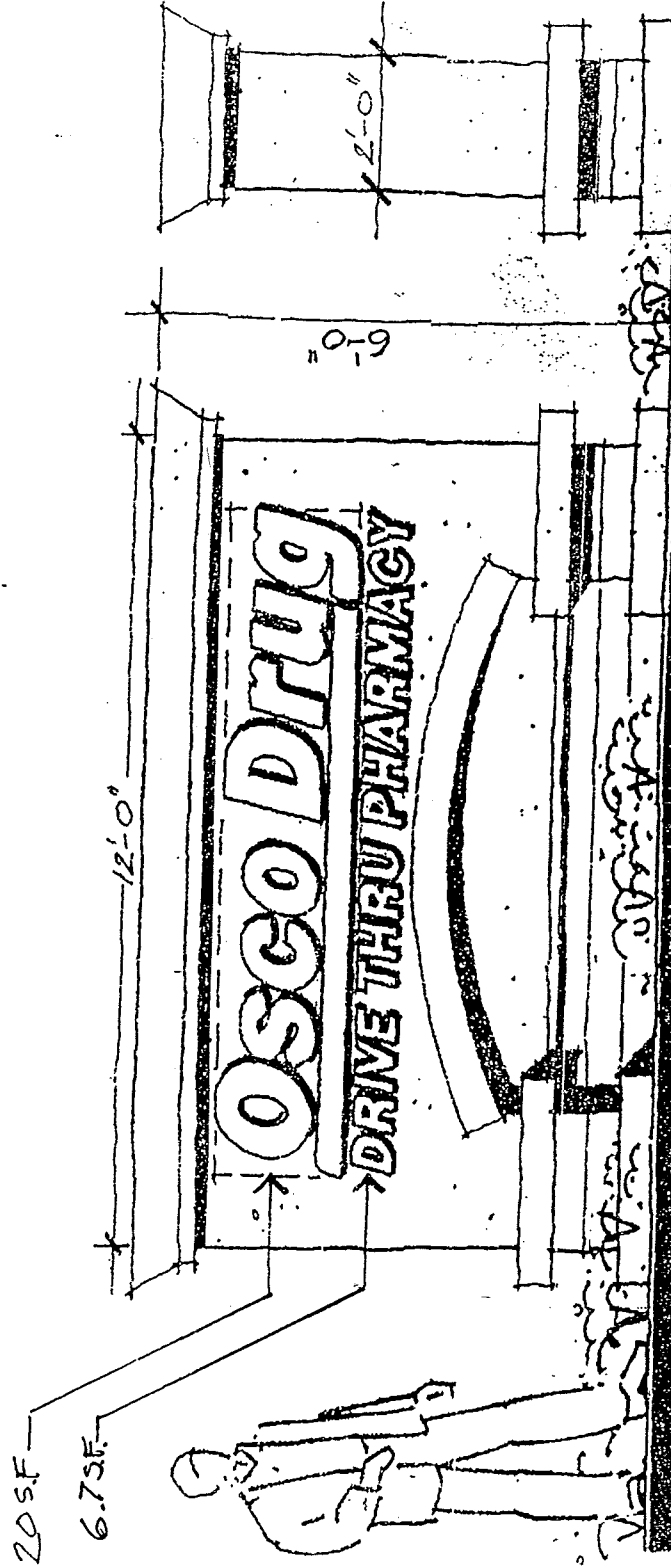


NORTH ELEVATION DRIVE-THRU DETAIL
SCALE: 3/8" = 1'-0"

NOTE:
THROUGH WALL INSTALLATION IS ASSUMED TO BE
PERFORMED BY THE CONTRACTOR. THE CONTRACTOR
SHALL BE RESPONSIBLE FOR OBTAINING ALL
NECESSARY PERMITS AND APPROVALS. THE
CONTRACTOR SHALL BE RESPONSIBLE FOR
OBTAINING ALL NECESSARY PERMITS AND
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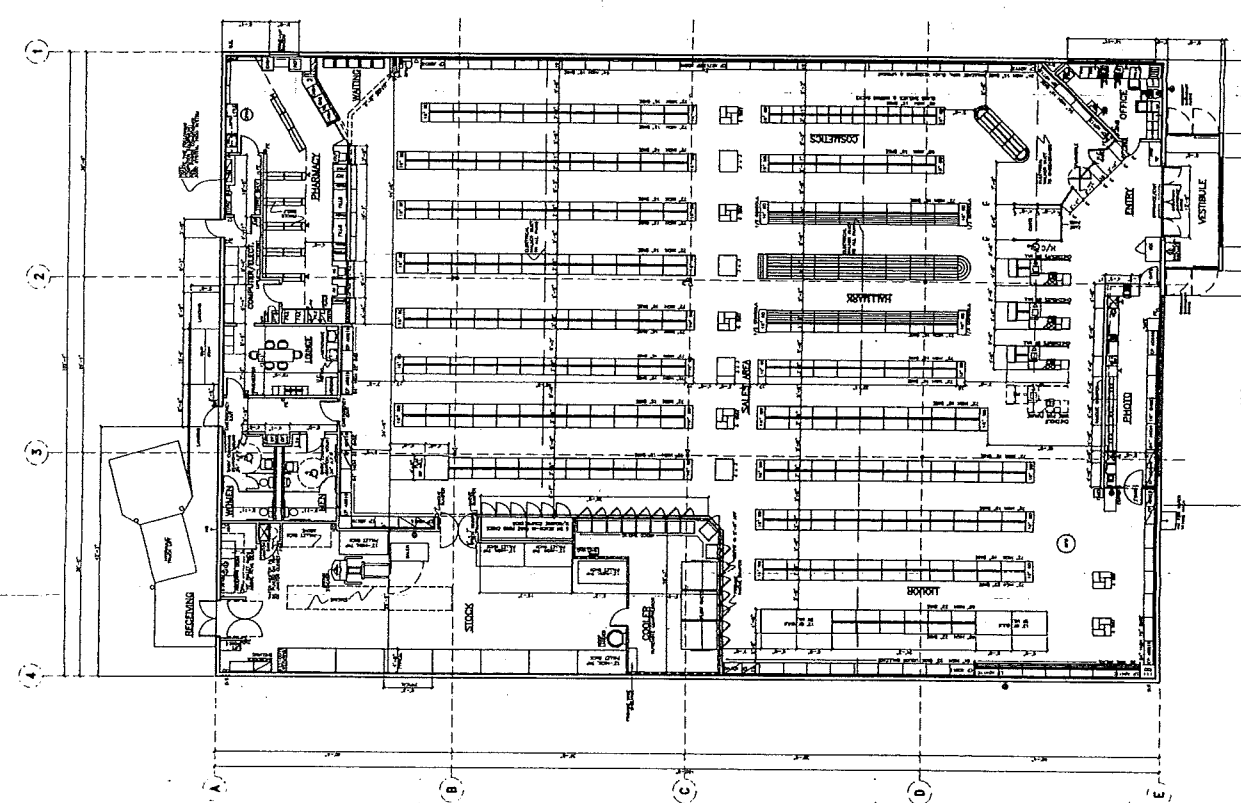


SOUTH ELEVATION DRIVE-THRU DETAIL
SCALE: 3/8" = 1'-0"



• DOUBLE FACE MONUMENT SIGN •

CHANDLER, AZ



STORE DATA		EXISTING	PROPOSED
TOTAL AREA (MERCHANDISE BASE)		N/A	N/A
TOTAL MAIN FLOOR BLDG AREA:		N/A	N/A
TOTAL INTERIOR AREA:		N/A	14,658 S.F.
TOTAL SALES AREA:		N/A	12,656 S.F.
TOTAL BACK ROOM AREA:		N/A	3,002 S.F.
STOCKROOM AREA:		N/A	2,159 S.F.
OFFICE AREA:		N/A	184 S.F.
EMPLOYEE AREA:		N/A	653 S.F.
TOTAL MEZZANINE AREA:		N/A	N/A
TOTAL BASEMENT AREA:		N/A	N/A
TOTAL AREA:		N/A	13
PHOTO AREA:		N/A	364 S.F.
SECTION COUNT:		N/A	13
PHARMACY AREA:		N/A	899 S.F.
SECTION COUNT:		N/A	5
FOOD COURT AREA:		N/A	1,188 S.F.
LOUNGE AREA:		N/A	56
SECTION COUNT:		N/A	56
COSMETICS AREA:		N/A	1,192 S.F.
SECTION COUNT:		N/A	50.5
GENERAL MERCHANDISE AREA:		N/A	10,013 S.F.
SECTION COUNT:		N/A	36,325
TOTAL SECTION COUNT:		N/A	487.75
TOTAL CHECKSTANDS:		N/A	3

GENERAL NOTES

1. THIS PLAN IS FOR FIXTURE LAYOUT AND INSTALLATION ONLY, NOT FOR CONSTRUCTION.
2. THE TOTAL EXTERIOR MAIN FLOOR BUILDING AREA WILL VARY DUE TO TYPE OF CONSTRUCTION

PROJECT SCOPE

STORE SECURITY LEVEL	1	2	3
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
EXTERIOR SIGNAGE			

4 HOUR SIGN

Y ☐ N ☒

4 HOUR RX SIGN
ONE HOUR PHOTO SIGN
FOOD MART SIGN

DOUBLE DRIVE THRU

1

10

10

10

10

LEGEND

LEGEND

 NEW EDITION

RELOCATED FIXTURE/EQUIPMENT

NEW PARTITION	EXISTING PARTITION TO REMAIN
<p>1. []</p> <p>2. []</p> <p>3. []</p> <p>4. []</p> <p>5. []</p> <p>6. []</p> <p>7. []</p> <p>8. []</p> <p>9. []</p> <p>10. []</p> <p>11. []</p> <p>12. []</p> <p>13. []</p> <p>14. []</p> <p>15. []</p> <p>16. []</p> <p>17. []</p> <p>18. []</p> <p>19. []</p> <p>20. []</p> <p>21. []</p> <p>22. []</p> <p>23. []</p> <p>24. []</p> <p>25. []</p> <p>26. []</p> <p>27. []</p> <p>28. []</p> <p>29. []</p> <p>30. []</p> <p>31. []</p> <p>32. []</p> <p>33. []</p> <p>34. []</p> <p>35. []</p> <p>36. []</p> <p>37. []</p> <p>38. []</p> <p>39. []</p> <p>40. []</p> <p>41. []</p> <p>42. []</p> <p>43. []</p> <p>44. []</p> <p>45. []</p> <p>46. []</p> <p>47. []</p> <p>48. []</p> <p>49. []</p> <p>50. []</p> <p>51. []</p> <p>52. []</p> <p>53. []</p> <p>54. []</p> <p>55. []</p> <p>56. []</p> <p>57. []</p> <p>58. []</p> <p>59. []</p> <p>60. []</p> <p>61. []</p> <p>62. []</p> <p>63. []</p> <p>64. []</p> <p>65. []</p> <p>66. []</p> <p>67. []</p> <p>68. []</p> <p>69. []</p> <p>70. []</p> <p>71. []</p> <p>72. []</p> <p>73. []</p> <p>74. []</p> <p>75. []</p> <p>76. []</p> <p>77. []</p> <p>78. []</p> <p>79. []</p> <p>80. []</p> <p>81. []</p> <p>82. []</p> <p>83. []</p> <p>84. []</p> <p>85. []</p> <p>86. []</p> <p>87. []</p> <p>88. []</p> <p>89. []</p> <p>90. []</p> <p>91. []</p> <p>92. []</p> <p>93. []</p> <p>94. []</p> <p>95. []</p> <p>96. []</p> <p>97. []</p> <p>98. []</p> <p>99. []</p> <p>100. []</p>	<p>1. []</p> <p>2. []</p> <p>3. []</p> <p>4. []</p> <p>5. []</p> <p>6. []</p> <p>7. []</p> <p>8. []</p> <p>9. []</p> <p>10. []</p> <p>11. []</p> <p>12. []</p> <p>13. []</p> <p>14. []</p> <p>15. []</p> <p>16. []</p> <p>17. []</p> <p>18. []</p> <p>19. []</p> <p>20. []</p> <p>21. []</p> <p>22. []</p> <p>23. []</p> <p>24. []</p> <p>25. []</p> <p>26. []</p> <p>27. []</p> <p>28. []</p> <p>29. []</p> <p>30. []</p> <p>31. []</p> <p>32. []</p> <p>33. []</p> <p>34. []</p> <p>35. []</p> <p>36. []</p> <p>37. []</p> <p>38. []</p> <p>39. []</p> <p>40. []</p> <p>41. []</p> <p>42. []</p> <p>43. []</p> <p>44. []</p> <p>45. []</p> <p>46. []</p> <p>47. []</p> <p>48. []</p> <p>49. []</p> <p>50. []</p> <p>51. []</p> <p>52. []</p> <p>53. []</p> <p>54. []</p> <p>55. []</p> <p>56. []</p> <p>57. []</p> <p>58. []</p> <p>59. []</p> <p>60. []</p> <p>61. []</p> <p>62. []</p> <p>63. []</p> <p>64. []</p> <p>65. []</p> <p>66. []</p> <p>67. []</p> <p>68. []</p> <p>69. []</p> <p>70. []</p> <p>71. []</p> <p>72. []</p> <p>73. []</p> <p>74. []</p> <p>75. []</p> <p>76. []</p> <p>77. []</p> <p>78. []</p> <p>79. []</p> <p>80. []</p> <p>81. []</p> <p>82. []</p> <p>83. []</p> <p>84. []</p> <p>85. []</p> <p>86. []</p> <p>87. []</p> <p>88. []</p> <p>89. []</p> <p>90. []</p> <p>91. []</p> <p>92. []</p> <p>93. []</p> <p>94. []</p> <p>95. []</p> <p>96. []</p> <p>97. []</p> <p>98. []</p> <p>99. []</p> <p>100. []</p>

===== EXISTING PARTITION TO BE REMOVED
===== NEW EXTERIOR WALL

EXISTING EXTERIOR WALL TO REMAIN

ADN (N)

Q	A
(C) EXISTING	
(U) USED	

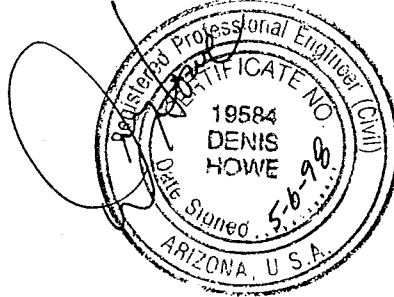
(R) RELOCATED

100

1

**DRAINAGE REPORT
FOR
PROPOSED OSCO STORE NO. 19-2286
Ray Road & McQueen road
in Chandler, Arizona**

May 1, 1998



Prepared for:

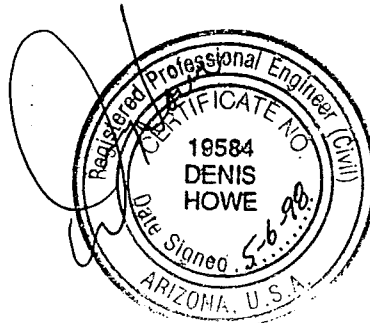
**Hipskind Associates, Inc.
21728 Devonshire Street. 2nd Floor
Chatworth, California 91311**

Prepared by:

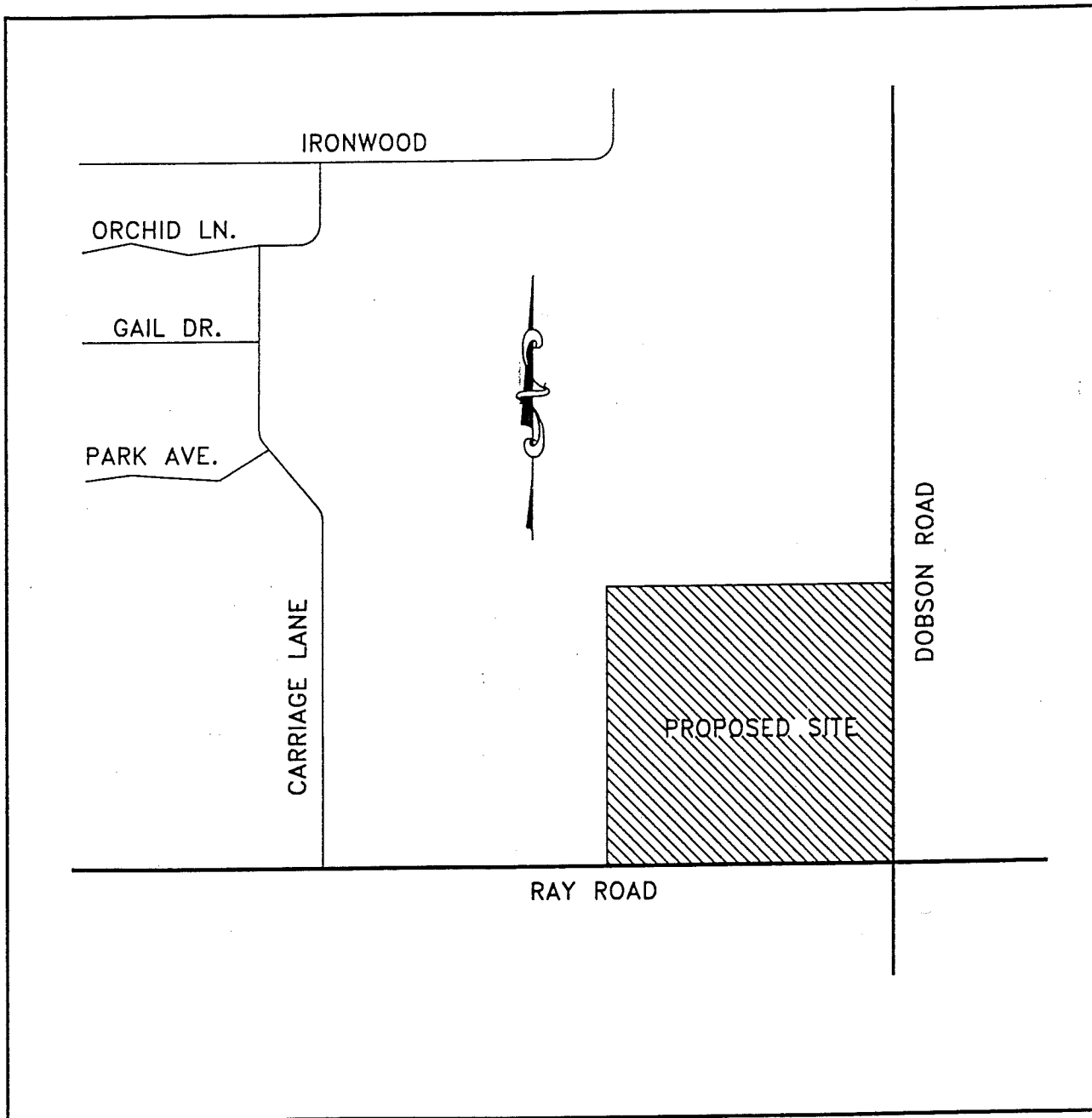
**HUITT-ZOLLARS, INC.
6245 N. 24th Parkway, Suite 102
Phoenix, Arizona 85016
(602) 381-0125 Fax: (602) 381-8053**

TABLE OF CONTENTS

Vicinity Map.....	3
Introduction.....	4
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Calculations.....	5



OSCO STORE 19-2286



VICINITY MAP
N.T.S.

INTRODUCTION

The purpose of this report is to develop drainage requirements for the proposed project that will comply with the drainage requirements of the City of Chandler, the State of Arizona, and the Federal Emergency Management Agency (FEMA). It is also intended as a guide to assist in the proper design. This report and calculations are based on the City of Chandler Technical Design Manual.

DESCRIPTION

This site is located in the western part of the City of Chandler and will be developed into a commercial site on a 10.37 gross acre site. It lies in the northwest corner of the intersection of Ray Road and Dobson Road. The site has been graded and slopes to the northwest at approximately 0.2%. It also lies within Flood Zone "X" of Flood Insurance Rate Map 04013C2635F dated December 3, 1993. Zone "X" is defined as "Areas of 500-year flood; areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than one square mile, and areas protected by levees from the 100-year flood".

HYDROLOGY

The retention volume is calculated using the technical design manual formula:

$$V_R = \frac{D}{12}(A)(C)$$

Where VR = Retention Volume Required, D = 100-year, 2-hour depth of rainfall in inches, A = Area of project (Gross), and C = Coefficient of runoff.

This drainage report will serve as a comprehensive drainage report for not only the OSCO parcel, but for the entire site. The total retention required for the entire commercial site is 93,233 cubic feet, including an additional 10% for . For the OSCO site, 34,326 cubic feet of retention will be required. At the time of construction, the entire site will be rough graded, and retention basins will be constructed along the north and west property lines for future development within the site. The total retention volume provided for this site is 94,114 cubic feet. Retention basins will be constructed along the frontage of Ray Road and Dobson Road to retain water generated on the OSCO parcel. Retention will also be provided in the parking stalls and between the back of curb and the site wall located along Ray Road and Dobson Road. The total amount of retention, provided within the OSCO site, is 26,906 cubic feet. Retention basins within the OSCO parcel will be connected to other basins along Dobson and Ray Roads using equalizer pipes to provide additional retention for the site. See page 5 for retention calculations.

The required volume calculations include the Ray Road half-street area and the Dobson Road half-street area. Drainage facilities will be constructed along each street to capture storm water and convey it to one of the proposed on-site retention basins.

The finish floor elevation has been set at 1197.50, 1.5 feet above the existing ground elevation. The 100-year storm depth, according to the Flood Insurance Rate Map mentioned previously, is less than one foot. FEMA's requirements have therefore been satisfied since the existing ground elevation below the building is 1196.00, 1.5 feet below the finish floor elevation.

RETENTION VOLUME CALCULATIONS

VOLUME REQUIRED (9.368 GROSS AC.):

$$V_R = C \left[\frac{P}{12} \right] A$$

$$= (0.9) \frac{2.5}{12} (452,038) = 84,757 \text{ C.F.}$$

INCLUDING 10%, TOTAL VOLUME REQ'D. = 93,233 C.F.

VOLUME PROVIDED:

	ELEV.	SURF. AREA (S.F.)	INCR. DEPTH (FT.)	VOL. (C.F.)
BASIN "A"	95.50	6442		
4:1 SIDE	94.50	4785	1.00	5614
SLOPES	93.50	3238	1.00	4012
	92.50	1816	1.00	2527
			TOTAL	12,153
BASIN "B"	95.00	3872		
4:1 SIDE	94.00	2777	1.00	3325
SLOPES	93.00	1788	1.00	2283
	92.00	927	1.00	1358
			TOTAL	6966
BASIN "C"	95.00	1564		
4:1 SIDE	94.00	889	1.00	1227
SLOPES	93.00	343	1.00	616
	92.00	53	1.00	198
			TOTAL	2041
BASIN "D"	95.00	2173		
4:1 SIDE	94.00	1361	1.00	1767
SLOPES	93.00	661	1.00	1011
	92.00	143	1.00	402
			TOTAL	3180
BASIN "E"	94.00	4940		
4:1 SIDE	93.00	3370	1.00	4155
SLOPES	92.00	1900	1.00	2635
	91.00	530	1.00	1215
			TOTAL	8005
BASIN "F"	93.00	3500		
4:1 SIDE	92.00	2520	1.00	3010
SLOPES	91.00	1650	1.00	2085
	90.00	880	1.00	1265
			TOTAL	6360
BASIN "G"	93.00	13,992		
3:1 SIDE	92.00	10,306	1.00	12,149
SLOPES	91.00	6722	1.00	8515
	90.00	3237	1.00	4980
			TOTAL	25,644
BASIN "H"	94.00	5630		
3:1 SIDE	93.00	3976	1.00	4803
SLOPES	92.00	2422	1.00	3199
	91.00	969	1.00	1696
			TOTAL	9698
BASIN "I"	95.00	4000		
3:1 SIDE	94.00	2747	1.00	3374
SLOPES	93.00	1594	1.00	2171
	92.00	542	1.00	1068
			TOTAL	6613
BASIN "J"	96.00	2364		
3:1 SIDE	95.00	1358	1.00	1861
SLOPES	94.00	459	1.00	908
			TOTAL	2769
BASIN "K"	96.00	2456		
3:1 SIDE	95.00	1688	1.00	2072
SLOPES	94.00	1031	1.00	1360
	93.00	515	1.00	773
			TOTAL	4205

PARKING LOT RETENTION = 6,400 CF

GRAND TOTAL 94,114 C.F.

HUITT-ZOLLARS

Huitt Zollars, Inc. / 4742 N. 24th Street / Suite 100 / Phoenix, Arizona 85016 / 602-952-9123 / Fax 602-952-9124

May 21, 1998

Mike Simmons
Planning Dept.
City of Chandler
Mail Stop 105
PO Box 4008
Chandler, Arizona
85244-4008

Subject: Osco Store 19-2286, N.W.C. Ray and Dobson

Dear Mr. Simmons,

I was asked to correspond with you regarding the Preliminary Grading Plan for the subject property. We coordinated the berming/mounding/screenwall design with Dave Flynn. After several "go-arounds" Dave suggested that we get back to our original concept (which was short on retention), which we have done and is reflected on our current Preliminary Grading Plan. To achieve required retention volumes, we enlarged the perimeter basins at the northwest corner of the development site as well as lowering the parking stalls along Dobson and Ray which will now be partially flooded in the 100 year event (3" +/- of depth at the mid-point of the stalls).

The proposed frontage berms/ret. basins/screenwalls have been coordinated with the project landscape architect. The design depicted can be incorporated into final construction drawings barring any new or changed requirements from the City.

If you have any questions, please call.

Sincerely,



Dan S. Olsen
Project Manager

c.c. Dorian Fortney, Fortney Associates

attachment

CORRECTED

PLH23-0044 QuikTrip Convenience Store and Gas Station

Letters of Support

In Support of QuikTrip

Mark Grudowski <markgrudowski@yahoo.com>

Wed 9/27/2023 3:45 PM

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

Hello Harley,

I never imagined myself writing to the city in support of QuikTrip but I also never imagined a group of people having enough time on their hands to organize and distribute flyers on homes in opposition to it. But here we are!

I am currently 46 years old and have lived in the valley for over 40 years but am new to living in Chandler. My wife and I purchased a house at 2112 W Dublin Lane in April 2021.

We really love the area and proximity to many shops and restaurants as well as downtown Chandler and my work at Microchip Technology.

We have literally said to ourselves, about the only thing missing is a **QuikTrip**!

We do have a Chevron at Ray and Dobson but it is (no exaggeration) the most expensive gas station for fuel in the entire valley.

Check gasbuddy.com if you don't believe me.

Let me just end this by saying that anyone who has ever stepped foot in a QuikTrip can appreciate how wonderful it is.

The huge selection of food and drinks, cleanliness, reasonably priced gas, and friendly and efficient employees is quite a breath of fresh air compared to other convenience stores.

I would be very sad if a small group of cry-baby NIMBYs were somehow able to block QuikTrip from coming to our neighborhood and I hope there is nothing to it.

I've also spoke to some of my neighbors and they also agree this group opposing QuikTrip is insane.

Sincerely,

-Mark (and Becky) Grudowski

Show less

[Sent from Yahoo Mail on Android](#)

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Benjamin Cereceres

From: Victor Serna <vserna@setoncatholic.org>
Sent: Monday, February 5, 2024 8:22 AM
To: Benjamin Cereceres
Subject: Re: PLH23-0044 QuikTrip Neighborhood Input

Hi Ben,

It was great speaking with you as well. My initial concerns included the additional traffic and the sales of alcohol and tobacco sales right next to our property. I met with Daniel Chambers from Quiktrip, and he walked me through their corporate efforts to provide a safe environment for their customers and neighbors. He even agreed to increase the height of the wall between our properties. As for my traffic concerns, Harley informed me of the City of Chandler's plans to upgrade the intersection of Ray and Dobson. This work includes an island that will make turning left out of the proposed Quiktrip south exit impossible. This alleviates my traffic concerns. Based on these factors, I no longer object to the Quiktrip project. Please let me know if you have any additional questions.

Sincerely,

Victor Serna
Principal

On Wed, Jan 31, 2024 at 1:31 PM Benjamin Cereceres <Benjamin.Cereceres@chandleraz.gov> wrote:

Good afternoon Victor:

It was a pleasure speaking with you earlier today, I just wanted to reach out via email and get your feedback on the proposed Quiktrip at the NWC of Dobson and Ray road. Per our conversation it appeared that Seton Catholic Prep's comments and concerns have been addressed.

Thanks,

Benjamin Cereceres

City Planner

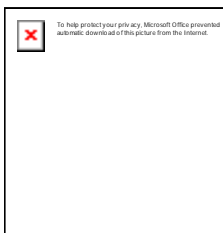
Development Services Department

Planning Division

(480)782-3063

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--



Victor Serna
Principal

A 1150 N Dobson Road Chandler, AZ 85224

P 480-963-1900 Ext.2000 **E** vserna@setoncatholic.org

W www.setoncatholic.org



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

QT at Dobson and Ray

John Johnston <johnjohnston42@yahoo.com>

Thu 9/28/2023 6:47 PM

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

I have no problem with having a QT at Dobson and Ray. After all there is a gas station diagonally across the intersection, a Burger King, Bank, Donut shop, Haircut, Frys, Del Taco and etc directly across the intersection, a large group of eateries and a grocery store on the same side as the present gas station. Personally I don't feel it would cause any more traffic problems and would even help those traveling west to use this station and not have to make the dangerous north turn out of the present station and than try to get into the left turn lane to go west on Ray road. I have witnessed this dangerous maneuver many times. As far as the high school, I bet the students would appreciate this station with more affordable prices. As far as loiters - I don't see this as getting any worse with all of the businesses we have around this intersection. I live very near to this location and I don't fear there would be any decrease in my property value.

Please keep my identity anonymous. Thanks

Sent from my iPhone

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

From: Peg Indrelunas <peggy58@gmail.com>
Sent: Monday, February 19, 2024 5:19:21 PM (UTC-07:00) Arizona
To: Kevin Hartke <Kevin.Hartke@chandleraz.gov>
Subject:

Dear Mayor, Planning Commission and City Council Members,

Today I received a flyer on my door to "stop QuikTrip from endangering our neighborhood". Pretty nice flyer, color and double sided! Several months ago I went to an information meeting about the proposed QT. The biggest complaint was from the owner of the Chevron, which is located kitty corner from the proposed QT.

The flyer listed three potential problems with the new QT. The first one was traffic. I agree that Ray and Dobson is a busy intersection. At the meeting no one talked about the problems of west driving cars on Ray getting into the Chevron. Now the flyer listed east driving traffic on Ray as a big issue getting into the QT. Seems to be the same issue to me - just different directions. Personally I go to the gas station that has the easiest access.

Second problem listed was crime/homeless people congregating at the station. This could also happen at Chevron. In fact several years ago we had a homeless woman living at the bus stop at Ray/Pennington for several months. I have also seen homeless people at the Fry's parking lot. I don't think there will be a sudden influx of homeless people at the QT.

Third issue raised was the proximity of Tutor Time and Seton High School. I think parents of Tutor Time may enjoy having a close place to grab a coffee or snack. And the students of Seton will enjoy having a close place for after school snacks/drinks. Actually the location of the proposed QT would be safer for those students as they would not have to cross Dobson or Ray to get to Frys or Chevron.

I feel that your committee usually hears from the naysayers on proposed changes. There is a reason for the saying, "the squeaky wheel gets the grease." I just wanted to send a note letting you know that not everyone is against this proposed QT.

Thanks for your time,

Peg Indrelunas

1630 W Ironwood Dr

STATEMENT OF SUPPORT
“QuikTrip PAD Ray & Dobson”

I am in support of the proposed Rezoning of the QuikTrip PAD at the northwest corner of Ray and Dobson, which rezones the property from PAD commercial to PAD Commercial with fuel station uses. It is my understanding that the rezoning request, if approved, will allow for the development of a QuikTrip fuel and convenience store.

I have taken the time to review and understand the proposed project and rezoning. I am a resident of Chandler, AZ and live south the project site. I believe the proposed rezoning and site plan design will not burden the neighborhood and fits appropriately with the existing development in the area.

Signature  _____

Printed Name: **Jeremy Basha**

Street Address: **15 N. Bullmoose Circle**

City: **Chandler**

Zip Code **85224**

Phone Number: **(480) 201-0000**

Email: **jeremybasha89@icloud.com**

Date: **02.26.2024**

Benjamin Cereceres

From: Benjamin Cereceres
Sent: Thursday, March 21, 2024 3:28 PM
To: jeremybasha89@icloud.com
Subject: QuickTrip @ Ray and Dobson - IN SUPPORT

Good afternoon Jeremy:

Planning staff is in receipt of your email in support Thank you for providing feedback on the proposed project. I will add your comments to the case file.

Thanks,

Benjamin Cereceres
City Planner
Development Services Department
Planning Division
(480)782-3063

Good evening,

I've lived right off Ray and Dobson for nearly my whole life and we've never had a good gas station available at this intersection.

The Chevron located across the intersection from the proposed QuickTrip has historically always sold their gas for at least 10% higher than comparable gas stations in the immediate area. The fact that they're pushing back on healthy competition in order to preserve their inflated margins is unacceptable and wrong.

Furthermore, Chandler residents deserve a quality gas station in this area with functioning pumps, nice product selection/pricing, and decent customer service. Every experience I've had at QuickTrip consistently sets the bar in these categories and especially does when comparing directly with the Chevron at Dobson and Ray.

I urge Council to make the right decision for Chandler's residents by approving the proposed QuickTrip at Chandler and Dobson.

Thank you for your time and consideration,

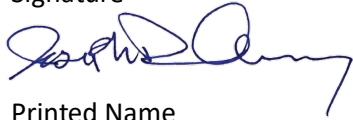
Jeremy Basha
16 N. Bullmoose Circle
Chandler, AZ
85224

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 QuikTrip to have a fuel station.

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

Signature

A handwritten signature in blue ink, appearing to read "Joseph R. Cherry", written over a horizontal line.

Printed Name

Joseph R. Cherry

Street Address

1333 W. Estrella Dr
Chandler, AZ 85224

Phone Number

602.228.8387

Email

jcherry@cobbendley.com

Benjamin Cereceres

From: Benjamin Cereceres
Sent: Friday, March 22, 2024 4:59 PM
To: kyle.laureano@sonoranroots.com
Subject: re-zoing case # PLH23-0044 QuickTrip

Good afternoon Kyle:

Planning staff is in receipt of your email below. Thank you for providing feedback on the proposed project. I will add your comments to the case file.

Thanks,

Benjamin Cereceres
City Planner
Development Services Department
Planning Division
(480)782-3063

Hello,

I am reaching out today because I would like to urge Chandler City council to make the right decision about approving the proposed QuikTrip at the intersection of Chandler Blvd and Dobson Rd. I have been a Chandler resident for many years and I drive by this intersection on almost a daily basis for my commute to work. Often times I find myself in need of gas on my way to or from my job and unfortunately only have the option of the Chevron in that same area. I refuse to shop at this Chevron though due to their consistently high gas prices and feel that them trying block healthy competition is completely unfair. Chandler City residents should have the right to more choices and the option for having more of those choices should not be left up to one company. Other QuikTrip has stations that I utilize always have amazing customer service and competitive pricing for their gas and concessions inside their buildings. I have faith in the city of Chandler and know that you all will make the right decision to allow QuikTrip the opportunity to bring their quality service to this area. Thank you for your time and allowing me the opportunity to advocate for myself and my fellow Chandler residents.

Kyle Laureano
3623 W. Tulsa St.
Chandler, AZ 85226

Benjamin Cereceres

From: Kevin Mayo
Sent: Tuesday, February 20, 2024 1:40 PM
To: Benjamin Cereceres
Subject: FW:

Kevin Mayo
Planning Administrator | City of Chandler
Development Services Department | Planning Division
480.782.3068

From: Andy Bass <Andy.Bass@chandleraz.gov>
Sent: Tuesday, February 20, 2024 10:54 AM
To: Kevin Mayo <Kevin.Mayo@chandleraz.gov>
Subject: FW:

Andy Bass
Deputy City Manager

PO Box 4008
Chandler AZ 85244
480-782-2245



From: Marie Andrews <Marie.Andrews@chandleraz.gov>
Sent: Tuesday, February 20, 2024 10:23 AM
To: Andy Bass <Andy.Bass@chandleraz.gov>
Cc: Joshua Wright <Joshua.Wright@chandleraz.gov>; Tadd Wille <Tadd.Wille@chandleraz.gov>; Dawn Lang <Dawn.Lang@chandleraz.gov>; Alexis Apodaca <Alexis.Apodaca@chandleraz.gov>; Matthew Burdick <Matthew.Burdick@chandleraz.gov>
Subject: FW:

Andy,

Mayor Hartke received the email below and shared with Council regarding a QT at Dobson and Ray.

Can you or the appropriate staff reach out to Ms. Indrelunas and provide us with an update.

Thank you.

Marie Andrews
Executive Management Assistant
City of Chandler - Mayor and Council Office
Phone: 480-782-2242
Website: <https://www.chandleraz.gov>



[chandleraz.gov](https://www.chandleraz.gov) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [LinkedIn](#) | [YouTube](#)

From: Kevin Hartke <Kevin.Hartke@chandleraz.gov>
Sent: Monday, February 19, 2024 5:20 PM
To: MandC2 <mandc2@chandleraz.gov>
Subject: FW:

From: Peg Indrelunas <peggy58@gmail.com>
Sent: Monday, February 19, 2024 5:19:21 PM (UTC-07:00) Arizona
To: Kevin Hartke <Kevin.Hartke@chandleraz.gov>
Subject:

Dear Mayor, Planning Commission and City Council Members,

Today I received a flyer on my door to "stop QuikTrip from endangering our neighborhood". Pretty nice flyer, color and double sided! Several months ago I went to an information meeting about the proposed QT. The biggest complaint was from the owner of the Chevron, which is located kitty corner from the proposed QT.

The flyer listed three potential problems with the new QT. The first one was traffic. I agree that Ray and Dobson is a busy intersection. At the meeting no one talked about the problems of west driving cars on Ray getting into the Chevron.

Now the flyer listed east driving traffic on Ray as a big issue getting into the QT. Seems to be the same issue to me - just different directions. Personally I go to the gas station that has the easiest access.

Second problem listed was crime/homeless people congregating at the station. This could also happen at Chevron. In fact several years ago we had a homeless woman living at the bus stop at Ray/Pennington for several months. I have also seen homeless people at the Fry's parking lot. I don't think there will be a sudden influx of homeless people at the QT.

Third issue raised was the proximity of Tutor Time and Seton High School. I think parents of Tutor Time may enjoy having a close place to grab a coffee or snack. And the students of Seton will enjoy having a close place for after school snacks/drinks. Actually the location of the proposed QT would be safer for those students as they would not have to cross Dobson or Ray to get to Fry's or Chevron.

I feel that your committee usually hears from the naysayers on proposed changes. There is a reason for the saying, "the squeaky wheel gets the grease." I just wanted to send a note letting you know that not everyone is against this proposed QT.

Thanks for your time,

Peg Indrelunas
1630 W Ironwood Dr

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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

A handwritten signature in black ink, appearing to read "Philip D. Bramsen", written over a horizontal line.

Philip D. Bramsen

1510 W. Desert Broom Drive

Chandler, AZ 85248

PH: (602) 717-7447

Email: pbramsen@santanca.com

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

A handwritten signature in blue ink, appearing to read 'Shane Johannsen', with a long horizontal flourish extending to the right.

1221 N Central Ct, Chandler AZ

Shane.johannsen@gmail.com

Benjamin Cereceres

From: Benjamin Cereceres
Sent: Thursday, March 21, 2024 12:52 PM
To: troy foster
Subject: RE: new QT on Dobson and Ray

Good afternoon Troy:

Planning staff is in receipt of your email in support Thank you for providing feedback on the proposed project. I will add your comments to the case file.

Benjamin Cereceres
City Planner
Development Services Department
Planning Division
(480)782-3063

-----Original Message-----

From: troy foster <troy@apglobalgc.com>
Sent: Thursday, March 21, 2024 11:16 AM
To: Benjamin Cereceres <Benjamin.Cereceres@chandleraz.gov>
Subject: new QT on Dobson and Ray

To whom it may concern .

Myself and my family have been chandler residents for 24 years .

My family welcomes a new QT in our area as it's our favorite fueling location and convenience store and welcome a new one in our area .

Thanks

Troy Foster
4607 w butler dr
Chandler , Az 85226
602-366-5274

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Benjamin Cereceres

From: Benjamin Cereceres
Sent: Thursday, March 21, 2024 3:20 PM
To: andrew.saba@btgrealestate.com
Subject: Quick Trip Support - Ray & Dobson

Good afternoon Andrew:

Planning staff is in receipt of your email in support Thank you for providing feedback on the proposed project. I will add your comments to the case file.

Thanks,

Benjamin Cereceres
City Planner
Development Services Department
Planning Division
(480)782-3063

Good evening,

I am writing this email in support of the proposed Quick Trip on the NW corner of Dobson and Ray. I have lived in Andersen Springs since 2016 and Chandler my entire life. I avoid going to the Chevron on the SE corner of Dobson and Ray by any means possible due to their outrageously inflated gas prices compared to others in the area. Just today, Chevron gas prices were at \$3.99/gallon for unleaded. The Circle K a mile down the road on Dobson and Warner is priced at \$3.66/gallon. Without a doubt, they have the highest gas prices in all of Chandler by a long shot.

Due to the fact of the Chevron owners price gouging and poor customer service, I am in full support of the new Quick Trip.

Regards,

Andrew Saba
Chandler Resident

--

Andrew Saba
Realtor
BTG Real Estate
at Livian
+1 480 229 5038
Andrew.Saba@BTGRealEstate.com
www.BTGRealEstate.com

[See what our clients are saying about us online](#)



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 of the rezoning of the property to allow QuikTrip to have a fuel station.

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

Signature

Brennen Pierson

Printed Name

Brennen Pierson

Street Address

1106 S Sacramento Pl, Chandler, AZ 85286

Phone Number

(480) 735-8521

Email

Brennenpierson@gmail.com

Benjamin Cereceres

From: Benjamin Cereceres
Sent: Wednesday, March 20, 2024 1:09 PM
To: Brennen Pierson; Mayor&Council
Subject: RE: QuikTrip - Dobson & Ray - Support Letter

Good afternoon Brennen:

Planning staff is in receipt of your email below. Thank you for providing feedback on the proposed project. I will add your comments to the case file.

Thanks,

Benjamin Cereceres
City Planner
Development Services Department
Planning Division
(480)782-3063

From: Brennen Pierson <brennenpierson@gmail.com>
Sent: Wednesday, March 20, 2024 11:39 AM
To: Mayor&Council <Mayor&Council@chandleraz.gov>; Benjamin Cereceres <Benjamin.Cereceres@chandleraz.gov>
Subject: QuikTrip - Dobson & Ray - Support Letter

Good Morning,

I have attached a letter of support for the rezoning of the potential QuikTrip property at Dobson & Ray in Chandler, AZ.

I believe it is a great fit and will add value to the surrounding community!

Best Regards,

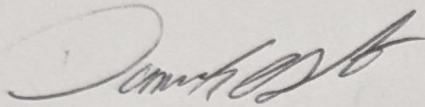
Brennen Pierson

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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 QuikTrip to have a fuel station.

I have meet with QuikTrip and understand what is proposed. I believe 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

azdamontegmail.com

Email

PLH23-0044 QuikTrip Convenience Store and Gas Station

Letters of Opposition

QT at Dobson/Ray

PHILL <grasshopperone@gmail.com>

Wed 9/27/2023 3:25 PM

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

Dear Sir,

I just heard that QT is trying to build a gas station at Dobson and Ray Rd in Chandler. Me, my family and many of my neighbors are very much against this for the following reasons.

1. It will be built right next to a daycare, Tutor Time AND Seton high school. Like most people, I usually buy my gas at a convenience store, and I regularly see homeless people, beggars and people using and smoking drugs either on the properties or within sight of the properties! We are VERY concerned for our kids' safety with this new station being built. I have a son attending Seton and several of my neighbors use Tutor Time for their daycare. HOW can this be safe for the children?!

2. As you may know, Dobson and Ray is a very busy intersection! There is a bad accident at this intersection almost every week and QT's are VERY busy stations; will this not add to the problems? There is already a gas station at this intersection, why does there need to be another one?! One of our many reasons for moving to Chandler is their planning and developing; they do not have two and three gas stations on every corner! I saw this in Phx, where we moved from 15 years ago, and it does nothing but bring crime to the area and I am hearing it will also lower our property values!

I have to ask WHY?

Sir, these issues make us think twice about raising our family here in Chandler! If this is allowed at this intersection, then I just Know it will be a domino effect that will turn Chandler into Phoenix, into Mesa!

PLEASE do not allow them to build on this corner!!

Thank you!

Shirley Butler

--

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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

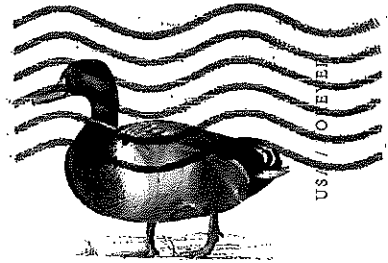
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PHOENIX AZ 852

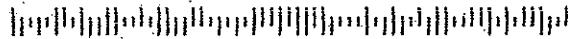
JEFF & GUYCE 2023 PM 10 L

2338 W. ORCHID LANE
CHANDLER, AZ 85224



TO: MAYOR KEVIN HARTKE
MAIL STOP 003
PO. 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. LET'S PUT
SOMETHING ON THAT LOT
THATS GOING TO MAKE OUR
COMMUNITY BETTER AND
LET'S 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?

Whoever 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](tel:480-844-WASH)(9274) C: [480-510-4633](tel: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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From: Jeff <langj01@gmail.com>

Sent: Monday, February 19, 2024 8:08:27 PM (UTC-07:00) Arizona

To: Kevin Hartke <Kevin.Hartke@chandleraz.gov>

Subject: NO QT AT DOBSON AND RAY

Dear Mayor Hartke,

It has come to my attention that QT is asking the city to rezone that empty lot on the corner of Dobson and Ray. As a citizen of Chandler who lives in that neighborhood, I ask that the board and planning commission say no to this. Living in Dobson Terrace, I know the traffic at that corner is already dangerous to pedestrians. Adding a QT would exacerbate the traffic and create more risk of accidents, which concerns me since there are several schools near this intersection. I'm also concerned about environmental consequences to my community and the litter QT would produce. Moreover, being close to the middle school, it would make it easier for our middle school students to have access to junk food, tobacco, and vaping products. QTs promote vagrancy, which again is concerning in that this one will be right next to two schools and tutoring service. What I like about Chandler, and especially my neighborhood, is that it's clean and safe. If I wanted to live next to a bunch of dirty gas stations, I'd move North a few blocks to Mesa. Let's keep Chandler's nice. Let's keep Chandler clean. Let's keep our students safe. Let's protect our small businesses.

We do not need another QT. There are plenty of gas station options within proximity. That lot isn't even zoned for a QT, and it upsets me that the City Council would consider rezoning it at the expense of the voters who live in the subdivisions at that corner.

Respectfully,

Jeff Lang

2338 W. Orchid Ln.

Chandler

From: Karen Wensing <sassy.k@icloud.com>
Sent: Monday, February 19, 2024 8:58:07 PM (UTC-07:00) Arizona
To: Kevin Hartke <Kevin.Hartke@chandleraz.gov>
Subject: Fwd: RezoningPLH0044 Quik Trip

Sent from my iPhone

I am writing to voice my vote to NOT approve the building of the QuikTrip on Ray Rd just West of Dobson Road. Please do not allow a QuikTrip to be built on that location. I live just a few blocks from that there and I know the traffic pattern. I'm also aware of the accidents that occur on a regular basis. I'm a grandmother and it worries me to no end thinking about the children walking past there every day. Not to mention there going in to buy who knows what. Again Do Not Approve the Zoning of the QuikTrip. Thank You

Karen Wensing
1621 W. Jasper Dr.
Chandler, Az 85224

From: DEB LASCH <dklasch1@cox.net>

Sent: Monday, February 19, 2024 11:39:01 AM (UTC-07:00) Arizona

To: 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: Stop QuikTrip -- Rezoning Case #: PLH23-0044 QuikTrip

Re-Zoning Case #: PLH23-0044 QuikTrip

Dear City Council Members:

Please **STOP** the building of a QuikTrip at the intersection of Dobson and Ray Roads.

I am a native of Arizona, raised in Phoenix. In my adult life I have lived in Tempe, Scottsdale, and Chandler. Chandler has been the best! My husband and I have resided in our home in a subdivision in the southwest corner of Dobson and Ray Roads for over 23 years.

Why do we live in Chandler? We like the community feel and we appreciate what the city leaders have done. We are all for growth and improvements in our city – and we've seen smart decisions made by our city leaders. However, we believe approving a QuikTrip to be built at the intersection of Dobson and Ray Roads – is **NOT a smart decision.**

Living so close to the Dobson & Ray Road intersection, we are well aware and experience that heavy traffic in our daily driving. Not to mention how many sirens we hear – because of the many accidents that already occur at that intersection due to the heavy traffic.

Building a high-volume gas station like a QuikTrip at this intersection would endanger the children/students attending the schools so close to that intersection: Tutor Time, Seton Prep, Anderson Springs Junior High and Elementary School.

Please think of the children riding their bikes and walking to school – and the families dropping their children off or picking them up from school.

Why do we need another gas station – especially a large one with many gas pumps like a QT and a convenience store at this intersection?

There is one gas station already at this intersection. Plus, there are gas stations at Dobson and Warner Roads – and a gas station at Dobson and Chandler Blvd.

Please continue to make smart decisions for our community in Chandler –

DO NOT approve of the building of a QuikTrip at Dobson & Ray Roads in Chandler.

Thank you for reading this email and listening to your constituents.

Keith and Debra Lasch

From: Tracey Kalz <chandlercare@yahoo.com>

Sent: Sunday, February 18, 2024 1:28:54 PM (UTC-07:00) Arizona

To: Kevin Hartke; Matt Orlando; Christine Ellis; Angel Encinas; OD Harris; Jane Poston; Mark Stewart

Subject: QT gas station

Dear Ladies and Gentlemen:

This message is to inform you of our opposition to the proposed QT gas station at the intersection of Dobson & Ray. It would be a huge danger to our community and this part of town doesn't need another gas station. The added traffic and hazards at that particular intersection would be a danger to the daycare and various schools in close proximity. This is an established neighborhood with the current businesses suiting the needs of our community. We collectively have never felt the need for another gas station and dreading the negative impact it would have not only to our safety, but to our home values as well. Please consider the voices of the residents in the area that would be negatively impacted by a QT gas station coming in.

Sincerely,

Andrew and Tracey Kalz

Chandler Residents

From: Sudarshan Singh <spsingh123@gmail.com>

Sent: Monday, February 19, 2024 6:03:48 AM (UTC-07:00) Arizona

To: Matt Orlando <Matt.Orlando@chandleraz.gov>; Jane Poston <Jane.Poston@chandleraz.gov>; Angel Encinas <Angel.Encinas@chandleraz.gov>; OD Harris <OD.Harris@chandleraz.gov>; Kevin Hartke <Kevin.Hartke@chandleraz.gov>; Mark Stewart <Mark.Stewart@chandleraz.gov>; Christine Ellis <Christine.Ellis@chandleraz.gov>; Jeff Velasquez <Jeff.velasquez@chandleraz.gov>; Rene Lopez <Rene.lopez@chandleraz.gov>; Kyle Barichello <Kyle.barichello@chandleraz.gov>; Sherri Koshiol <Sherri.koshiol@chandleraz.gov>; Rick Heumann <Rick.heumann@chandleraz.gov>; Mike Quinn <Mike.quinn@chandleraz.gov>; Eric Morgan <Eric.morgan@chandleraz.gov>

Cc: Angela Howard <Angela.Howard@fsresidential.com>; Shelly Miller <shellylmiller@me.com>

Subject: I oppose Rezoning for the proposed QuikTrip

Rezoning Case #: PLH23-0044 QuikTrip

A business involving oil and gasoline is not a desirable business at the proposed location. It is right next to the Pennigton Place residential community where I live.

The proposed rezoning could cause a foul smell, traffic congestion, crime, and hazards to school children.

I strongly recommend that you do not rezone the proposed location for a Quik Trip to operate there.

I am not against the City Of Chandler gaining tax revenue. I am against only having the Quik Trip at the proposed location.

Thank you.

(Angela: Please bring this email to the attention of the Pennington Place HOA Executive Board.)

Regards.

S. P. Singh, Ph. D.

Cellphone: 424-299-6107

spsingh123@gmail.com

1870 W PARK PL

CHANDLER AZ 85224-9035

From: Lisa Porter <elporter44@gmail.com>

Sent: Wednesday, February 21, 2024 10:18:22 AM (UTC-07:00) Arizona

To: Kevin Hartke <Kevin.Hartke@chandleraz.gov>

Subject: It's a no: QT Rezoning case# PLH23-0044

Dear Mayor Hatke,

As a Chandler citizen, loyal voter, parent, and nurse practitioner, I urge you not to support the QuikTrip rezoning planned for the northwest intersection of Dobson and Ray.

We don't need the gas station (there are 3 within a mile), we don't need more access to unhealthy "convenience" foods, or the increase in traffic and accidents at that intersection. There are schools in the area, lots of children on the street twice a day. There was already a traffic accident one-half mile away killing a child walking with his father to a church function. Just imagining the in and out traffic is a nightmare and I can't believe the Planning and Zoning Commission supports this.

Although the tax revenue would be great, this is NOT a suitable site for a high-volume gas station. We can do better.

Please do NOT support Re-zoning case# PLH23-0044. I will make every attempt to make it to the City Council meeting March 21, but I am working taking care of the health of my community members in Chandler.

Sincerely,

Elizabeth Porter

2133 W Dublin Ln, Chandler, AZ 85224

(480) 773-8246

From: Steve P <adventurers44@yahoo.com>

Sent: Wednesday, February 21, 2024 10:52:51 AM (UTC-07:00) Arizona

To: Kevin Hartke <Kevin.Hartke@chandleraz.gov>

Subject: No to QT!

Please don't support the Rezoning of the QT on Dobson and Ray. We have 2 schools, a daycare, lots of traffic already and we have plenty of gas nearby. This is a residential community, we don't QT.

I am a 20+ year Chandler resident, voter and veteran.

I know we need it but Chandler can find a better way to make money.

Sincerely,

Stephen J Porter

2133 W Dublin Ln

Chandler, AZ 85224

(480) 773-8243

Benjamin Cereceres

From: Benjamin Cereceres
Sent: Thursday, March 21, 2024 3:30 PM
To: marieroscigno@aol.com
Subject: FW: Rezoning case# plh23-0044 quik trip

Good afternoon Marie:

Planning staff is in receipt of your email below. Thank you for providing feedback on the proposed project. I will add your comments to the case file.

Thanks,

Benjamin Cereceres
City Planner
Development Services Department
Planning Division
(480)782-3063

Hello,

I am writing to you because I am very concerned about having quik trip coming into my neighborhood. I live in the NW corner of Ray and Dobson at 1113 N. Carriage Ln. It is ranked the 3rd most dangerous intersection in Chandler. The additional traffic generated by quik trip will make it worse. Also since convenience stores and gas stations are common locations for violent crimes, there is added danger for my family and neighbors for increased crimes in our midst. So please do not allow this project to happen. Do a traffic study on the intersection so you will have all the facts. Thank you.
Marie Roscigno

Benjamin Cereceres

From: Benjamin Cereceres
Sent: Thursday, March 21, 2024 4:12 PM
To: vdtessitore@gmail.com
Subject: re-zoing case # PLH23-0044 QuickTrip

Good afternoon Vincent:

Planning staff is in receipt of your email below. Thank you for providing feedback on the proposed project. I will add your comments to the case file.

Thanks,

Benjamin Cereceres
City Planner
Development Services Department
Planning Division
(480)782-3063

Good morning Mayor Hartke, Vice Mayor Orlando and Council Members,

Thank you for taking the time to read this email. My family is asking for your consideration to revoke the Planning & Zoning approval for the QuickTrip gas service station / convenience store at the corner of Ray Rd and Dobson. It is important to note the number of minor children in the area regarding Tutor Time and Seton Preparatory Academy.

It's important to understand the immediate impact a project has on the community. The traffic at Ray and Dobson is generally a congestion of chaos causing numerous automobile accidents as well as making it difficult for pedestrians to cross the traffic patterns in any direction. Increasing traffic entering, exiting, and performing legal and illegal U-turns has the propensity to create a negative impact (automobile accidents). The goal should be to reduce traffic patterns to allow the community to travel safely while mitigating risk.

Violent crime in America is down slightly for 2023, however, According to the FBI, 4.5% of all reported violent crime in 2022 took place at a gas station or convenience store (<https://csnews.com/convenience-store-operators-grapple-rising-crime>). Protecting the residents, visitors and the children within our community should be a main priority. It is documented gas stations / convenience stores attract a negative undesirable element. The statistical data provided by the FBI gives guidance to make reasonable decisions to ensure the community can be protected.

Additionally, forward thinking of how the economy and the need for resources is changing should also contribute to revoking re-zoing case # PLH23-0044 QuickTrip. Everyday automobile manufacturers are creating technology that is environmentally friendly. More vehicles are becoming electric without the need for traditional fuels sources. Also, please consider how an underground fuel leak that would directly impact all businesses in the area as well as the traffic congestion caused by clean-up crews and the proper disposal of contaminated soil.

Thank you all for the hard work you put in daily to ensure the community is safe. We should all be collaborating partners for one common goal, making Chandler the best community it can be. Thank you for your time and we are hoping to attend tonight's meeting.

Kind regards,

Vincent and Rebekah Tessitore,

Vincent Tessitore, MLS (C&HC), MSRS, MPLC, RT, R, CT, VA-BC

Medical Consultant

Clinical Education Consulting, LLC

email: vdteessitore@gmail.com

cell phone: (480) 531-0268

Benjamin Cereceres

From: Benjamin Cereceres
Sent: Thursday, March 21, 2024 4:24 PM
To: dpesta2@gmail.com
Subject: QuikTrip at the corner of Dobson and Ray

Good afternoon Daniel:

Planning staff is in receipt of your email below. Thank you for providing feedback on the proposed project. I will add your comments to the case file.

Thanks,

Benjamin Cereceres
City Planner
Development Services Department
Planning Division
(480)782-3063

Hello Kevin,

I understand that there is a council meeting this evening about a proposed QuikTrip at the corner of Dobson and Ray. I have lived in the Capriana subdivision directly across the street from the proposed QT for over 10 years. It concerns me that planning and zoning have already approved this project without a new traffic study. I have witnessed several accidents at this intersection myself and hear siren all the time as police respond to accidents at the intersection. My children attend Anderson Elementary and will go to Anderson Jr High in the future, there are also other schools like Seton and TutorTime in the vicinity. The 2 shopping centers with Fry's and Sprout also have a high volume of traffic. Adding another gas station to this corner will increase traffic even more and is unnecessary. There are 8 other gas stations within a 1 mile radius. Plus with the adaptation of electric vehicles, gas stations will not be as necessary in the future.

I am also Vice President of the Capriana HOA, and numerous residents have expressed an issue with the gas station due to safety concerns and traffic issues. Most importantly is the traffic issue. When trying to leave our subdivision at Ivanhoe and Ray and turn left (west) toward the 101, it is nearly impossible to make this turn. There is constant traffic. Most of the time cars will turn right (east) and make a u-turn at the passthru in front of Tutor Time, but from what I understand this will be removed. I think that it is imperative that a new traffic study be completed before the final approval of this QT and that a traffic light should be installed at the corner of Ivanhoe and Ray to accommodate the increased traffic.

I hope you will vote against allowing this the QT gas station, but if you do approve it please make sure that a traffic light is installed at the corner of Ivanhoe and Ray.

Sincerely,
Daniel Pesta

Benjamin Cereceres

From: Benjamin Cereceres
Sent: Thursday, March 28, 2024 9:30 AM
To: Imollica95@gmail.com
Subject: RE: Rezoning case #PLH23-0044 QuikTrip Community Member

Good morning Lili:

Planning staff is in receipt of your email below. Thank you for providing feedback on the proposed project. I will add your comments to the case file.

Thanks,

Benjamin Cereceres
City Planner
Development Services Department
Planning Division
(480)782-3063

Dear Ms.Ellis:

My name is Lili Mollica and I am a mother of two who lives in the neighborhood directly adjacent to the proposed QuikTrip site. I was writing ahead of the hearing tonight to voice my disapproval of the proposed development.

Our neighborhood falls within the boundaries of CTA Goodman, which allows kids who live within one mile of the school zone to walk or bike home alone after grade one. This was one of the selling points when we bought our home, and predicated upon the continued safety of the area. I fear that building a gas station, and thereby potentially attracting the established, predominantly male, vagrant population at the intersection of Ray Road and the 101, to pass through our neighborhood, will jeopardize this premise. It will increase the probability that small children walking or riding home alone after school could potentially encounter these vagrants, which, to me, is an unacceptable safety risk.

Thank you for taking the time to read this letter and for considering the enclosed sentiments.

Have a wonderful evening!

Sincerely,
Lili Mollica

Benjamin Cereceres

From: Benjamin Cereceres
Sent: Thursday, March 28, 2024 4:27 PM
To: taykelm@gmail.com
Subject: Concerns Regarding Proposed QuickTrip Gas Station Near Residential Area

Good afternoon Taylor:

Planning staff is in receipt of your email below. Thank you for providing feedback on the proposed project. I will add your comments to the case file.

Thanks,

Benjamin Cereceres
City Planner
Development Services Department
Planning Division
(480)782-3063

Dear Mr. Hartke,

I hope this message finds you well. I am writing to express my deep concerns about the proposed QuickTrip gas station that is planned to be developed around the corner from our home on Ray road and Dobson, which is in close proximity to both a school and the Tutor Time childcare facility. As a resident and a family man, with a wife and a five-month-old daughter, the safety and well-being of our community is my utmost priority.

The introduction of a gas station in our neighborhood raises significant concerns, particularly regarding its potential to become a hub for homeless individuals and escalate violent activities in the area. These issues not only pose a threat to the safety of our families but also to the children attending the nearby school and childcare facility. The thought of exposing our young ones and educators to such risks is deeply troubling.

Furthermore, the presence of a gas station could significantly alter the character of our community, impacting the tranquility and safety that currently make it a wonderful place to live and raise a family. We fear that the introduction of such a business could lead to increased traffic, noise pollution, and environmental concerns, which are not conducive to the family-oriented environment we cherish.

I urge you to consider the potential negative impacts this QuickTrip gas station could have on our community, particularly on the most vulnerable among us - our children. Our neighborhood prides itself on being a safe, peaceful, and nurturing environment for families, and it is imperative that any developments align with these values.

I am eager to engage in further discussions on this matter and am open to participating in community meetings or dialogues that could address these concerns. Your attention to this issue is not only appreciated but necessary for ensuring the continued safety and integrity of our community.

Benjamin Cereceres

From: Benjamin Cereceres
Sent: Friday, March 29, 2024 3:53 PM
To: tara67@gmail.com
Subject: Rezoning Case #: PLH23-0044 QuikTrip

Good afternoon Tara:

Planning staff is in receipt of your email below. Thank you for providing feedback on the proposed project. I will add your comments to the case file.

Thanks,

Benjamin Cereceres
City Planner
Development Services Department
Planning Division
(480)782-3063

Hi:

I am a resident of 1107 N. Cholla St., Chandler AZ 85224.

I understand that QuikTrip is planning to develop the plot at the north-west corner of Dobson & Ray Rd. as a gas station and is seeking permission to rezone the plot.

The plot is right adjacent to "Tutor Time" (a day-care for young children) and several other schools, such as Seton Catholic, Anderson Junior, and Anderson Elementary. Therefore, a business involving oil and gasoline is not desirable at the proposed location.

In addition to health hazards to young growing children, the proposed rezoning could also lead to an increase in traffic congestion and undesirable activities.

Therefore, I sincerely request that you do not go ahead with the proposed rezoning. Though I am not against the City Of Chandler gaining tax revenue, I am against having gas stations in close proximity to areas frequented by young growing children.

Thank you.

Sincerely,
Tarakeshwar

Tarakeshwar Pilarisetty
1107 N. Cholla St.
Chandler, AZ 85224

Benjamin Cereceres

From: Benjamin Cereceres
Sent: Wednesday, March 13, 2024 12:33 PM
To: shinabad@mcao.maricopa.gov
Subject: Quick Trip at Dobson and Ray Roads Case PLH23-0044 Quick Trip

Good afternoon:

Planning staff is in receipt of your email below. Thank you for providing feedback on the proposed project. I will add your comments to the case file.

Thanks,

Benjamin Cereceres
City Planner
Development Services Department
Planning Division
(480)782-3063

Dear Mayor, Vice Mayor, City Counsel Members and Commission Members,

The reason for my email is for the Planning & Zoning Committee to NOT allow QT to build and move into our quiet and safe Anderson Springs Community. I have lived in my home off Pennington Rd. for 32 years and my children have gone to both public schools on Dobson Rd. There are 4 schools in the area with children walking to and from. Due to the lower price of gas at QT it will bring more people, good and bad, to our neighborhood. Dobson and Ray Roads already have a high rate of accidents and with QT moving it, it would just get worse! With QT moving in it would bring all kinds of characters into the neighborhood, it may also bring down the value of our homes.

Please for the sake of our children who could be in danger, please STOP this from happening.

Regard,
Debra Shinabarger
dshinabarger63@gmail.com

Benjamin Cereceres

From: Benjamin Cereceres
Sent: Monday, March 18, 2024 4:16 PM
To: raineeout@yahoo.com
Subject: Re-zoning Case # PLH23-0044 QuikTrip

Good afternoon Lorraine:

Planning staff is in receipt of your email below. Thank you for providing feedback on the proposed project. I will add your comments to the case file.

Thanks,

Benjamin Cereceres
City Planner
Development Services Department
Planning Division
(480)782-3063

Mayor and City Council members,

I am writing this letter to each of you that we vote to represent our community. It is imperative that you consider the concerns regarding the re-zoning of the property at 2000 W Ray Rd. Chandler, AZ 85224. There are several concerns when re-zoning for a gas station/convenience store. The introduction of crime, homeless individuals and the increased traffic is of high concern. There have been several vehicle accidents at the Ray & Dobson intersection. We ride our bikes to pickup groceries at Fry's and Sprouts. We ride our bikes to grab something to eat at Valle Luna, Pita Jungle and other establishments. We ride our bikes because we cannot find parking and we enjoy the great Arizona weather.

Access onto Dobson from the northeast entrance to Fry's is very dangerous for those wanting to go south on Dobson. Sharing the access to Tutor Time with a busy gas station/convenience store is not only dangerous but it just doesn't make sense to create a danger to the parents and children. The Seton Catholic school student parking creates incentive for theft and crime. I don't believe it is in our communities best interest to add a gas station/convenience store directly across the street from the Chevron gas station/convenience store. One mile north at Dobson & Warner there is a Circle K gas station/convenience store and a 7/11 convenience store. One mile south at Dobson & Chandler there is a Circle K gas station/convenience store. Isn't that enough access to gas and snacks for our community?

Are you not concerned about the environmental impact that a leaking underground storage tank could have in the residents? The ADEQ has several LUST cases open across Maricopa County Could you provide those statistics?

Traffic concerns:

The intersection of /Dobson & Ray currently has over 64,500 cars per day traveling through it. It is ranked the 3rd most dangerous intersection in Chandler. There are accidents on a weekly basis. QT will bring an influx of additional traffic, with cars turning in and out of their driveways and it will have a negative impact on this intersection. East bound cars on Ray Road that want to go to QT will have one of 2 choices, both of which will create serious congestion and additional traffic:

1. Turn left at the median break and go through Tutor Time parking lot where children are dropped off and picked up.
2. Make a U-Turn at the intersection and turn right into QT. Don't consider marking the left hand turn lane NO U-Turn because it surely doesn't work at Ray & Coronado where a young boy was killed.

Additionally, to make this project happen, they plan to create a median on Dobson, North of Ray Road which will cause southbound drivers to no longer have access to turn into the Fry's parking lot. Everything about this plan is dangerous and the city has refused to complete a traffic study on the intersection because they know it will stop the project.

Crime concerns:

A 2020 study released by the FBI ranks Convenience Stores 4th and gas station 7th as the most common locations for violent crimes. QT is one of the busiest gas stations/convenience stores in the valley and this will cause crime to go up. Pan handlers, loiterers, drug dealers and homeless also congregate in and around high-volume gas stations like this. This is not a suitable site for a high volume gas station/convenience store like QT.

Please DO NOT impact our community with something this dangerous and more importantly unnecessary.

Respectfully,
Lorraine Ortiz
2212 W Ironwood Dr

Benjamin Cereceres

From: Benjamin Cereceres
Sent: Monday, March 18, 2024 4:19 PM
To: nedgina@msn.com
Subject: ReZoning case #PLH23-0044 QuikTrip

Good afternoon Ned:

Planning staff is in receipt of your email below. Thank you for providing feedback on the proposed project. I will add your comments to the case file.

Thanks,

Benjamin Cereceres
City Planner
Development Services Department
Planning Division
(480)782-3063

Dear Councilmember,

I own a residence near the corner of Dobson and Ray, it has come to my attention that there is a hearing for a rezoning of this corner to allow for a Quik Trip gas station.

I am opposed to re-zoning for this purpose.

1. there are ample gas stations already located near this corner
2. there is a school on this corner that already creates traffic issues, this would make it worse.
3. East bound cars on Ray would be making U-turns into an already busy intersection.

Please oppose this re-zoning .

Thanks,

Ned Robbins
602-510-0587

Benjamin Cereceres

From: Benjamin Cereceres
Sent: Tuesday, March 19, 2024 9:07 AM
To: majmegan@cox.net
Subject: Rezoning Case #: PLH23-0044 QuikTrip

Good morning Allen:

Planning staff is in receipt of your email below. Thank you for providing feedback on the proposed project. I will add your comments to the case file.

Thanks,

Benjamin Cereceres
City Planner
Development Services Department
Planning Division
(480)782-3063

Dear Chandler Mayor and City Council members, I would like to express my opinion on the above referenced case. I have lived in this Chandler neighborhood since 1988; for 10 years north of Ray and for 26 years south of Ray (both homes were west of Dobson). Over these 36 years, I have seen multiple serious accidents at the intersection of Ray and Dobson. As the area has grown and developed, it has only gotten worse. I believe it would be a poor decision to approve the rezoning to allow the Quik Trip to be built, as I believe it will add to an already dangerous intersection. Please vote "NO" on this issue! Best Regards, Allen H Johnson, 2359 W Megan St, Chandler, AZ 85224

Benjamin Cereceres

From: Benjamin Cereceres
Sent: Tuesday, March 19, 2024 9:12 AM
To: jim.potthast@gmail.com
Subject: Quik Trip on Dobson and Ray

Good morning James:

Planning staff is in receipt of your email below. Thank you for providing feedback on the proposed project. I will add your comments to the case file.

Thanks,

Benjamin Cereceres
City Planner
Development Services Department
Planning Division
(480)782-3063

Dear Mayor Hartke and City Council,

My wife and I have lived for 36 years in our house on Orchid Lane near Dobson and Ray. We have seen Chandler grow up and endure as a wonderful place to live. I have continuously over the years praised the efforts and farsightedness of the Mayor and City Council to others.

Traffic, police, and fire are well-equipped and use the latest technology. Zoning regulations have helped to create intelligent structure and high standards of commercial and public properties. Chandler government officials listen to the concerns of residents, and they respond to make improvements and to maintain our high quality of life. I have personally seen many cases where the Mayor and City Council have rejected proposals that, while they might bring more revenue to the city, have the potential to degrade the quality of life of the local community.

I have reviewed and considered the proposal to allow Quik Trip at the NW corner of Dobson and Ray, and I object.

I am sure you have already read and heard the objections. Let my concerns echo those of others. The Dobson and Ray intersection is dangerous and the area is congested enough. I think that a Quik Trip in that location will have a negative impact on my family, my neighbors, the neighboring schools, traffic safety, and overall public safety.

Please vote NO to QuikTrip on the corner of Dobson Road and Ray Road.

Thank you very much.

James Potthast

2290 W. Orchid Lane, Chandler, AZ 85224

480-322-4661

P.S., On a separate, unrelated note, when we moved into our home, west Ray Road was nothing but fields from Dobson to I-10. We watched it develop into a glowing example of success for the city of Chandler. The road itself has degenerated badly in the last 5 years. Please consider putting the repair and rejuvenation of west Ray Road into your budgets and plans soon.

Benjamin Cereceres

From: Benjamin Cereceres
Sent: Tuesday, March 19, 2024 4:24 PM
To: mgcolland@msn.com
Subject: FW: Chandler City Council Meeting Thursday, March 21, 2024 6:p, Item #32 - QT Dobson/Ray

Good afternoon Mike:

Planning staff is in receipt of your email below. Thank you for providing feedback on the proposed project. I will add your comments to the case file.

Thanks,

Benjamin Cereceres
City Planner
Development Services Department
Planning Division
(480)782-3063

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

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

Rezoning

Move City Council introduce and tentatively adopt Ordinance No. 5084 approving PLH23-0044 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 Convenience 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 fit.

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)



City Council Memorandum Management Services Memo No. 24-078

Date: April 18, 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 18, 2024

Special Event Liquor and Extensions of Liquor Premises Approvals

Special Event Liquor Licenses

Organization Name: International Women Celebration, LLC, DBA International Women Celebration

Applicant: Mai Thanh Le

Event Details: International Women Celebration on Saturday, March 30, 2024, from 6:00 p.m. until Midnight

Location: Saigon Center, 2051 N. Arizona Avenue, Suite #106

Organization Name: Lovepup Foundation, DBA Lovepup Foundation

Applicant: Blake Van Es

Event Details: Dog Mom Day - Tea, Treats & Tails on Saturday, May 11, 2024, from 9:00 a.m. until 11:30 a.m.

Location: The Ashley Castle, 1300 S. Price Road

Temporary Extensions of Liquor License Premises

Organization Name: B2 Backyard Grill, LLC, DBA Ghatt Yo Taco

Applicant: Jared Michael Repinski

Event Details: 2024 Cinco de Mayo Party on Sunday, May 5, 2024, from 10:00 a.m. until 11:00 p.m.

Location: Ghatt Yo Taco, 241 S. Oregon Street

Permanent Extensions of Liquor License Premises



City Council Memorandum Management Services Memo No. N/A

Date: April 18, 2024
To: Mayor and Council
Joshua H. Wright, City Manager
Thru: Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Director
From: Karla Lange, Management Assistant
Subject: Claims Report for the Quarter Ended March 31, 2024

Background/Discussion

The claims report for the Accounts Payable payments for the quarter ending March 31, 2024, is attached. If viewing the agenda online per Section 3-6 of the City Code: "The City Manager/designee shall advise the City Council of all claims and demands paid, together with the name of the vendors or payees, dates paid and amounts."

Attachments

Claims Report - January 1 - March 31, 2024

AP Claims Report

Report Parameters:

Check Date - 01/01/2024, 03/31/24

Payment Number	Payment Date	Vendor Name	Amount
724294	03-Jan-2024	10X EXCAVATING, LLC (R)	24,138.19
1083892	30-Jan-2024	1112 NORTH CALIFORNIA STREET PROPERTY LLC	1,100.00
1083867	30-Jan-2024	1125 CALIFORNIA LLC	2,953.00
724716	17-Jan-2024	1216 AVENIDA CHELSEA, LLC	2,244.00
725076	30-Jan-2024	2013-1 IH BORROWER LP	2,351.00
725077	30-Jan-2024	2017-1 IH BORROWER LP	6,466.00
725078	30-Jan-2024	2017-2 IH BORROWER LP	4,161.00
725079	30-Jan-2024	2018-1 IH BORROWER LP	1,700.00
725080	30-Jan-2024	2018-2 IH BORROWER LP	1,860.00
725081	30-Jan-2024	2018-4 IH BORROWER LP	2,241.00
724885	24-Jan-2024	2060 DIGITAL LLC, PHOENIX	2,010.00
724648	10-Jan-2024	2ND AND MACDONALD LLC (R)	35.15
1083866	30-Jan-2024	330 N COMANCHE LLC	5,797.00
725082	30-Jan-2024	372 CHIPPEWA LLC	2,860.00
724717	17-Jan-2024	84 LUMBER COMPANY (R)	40.00
1083857	30-Jan-2024	847 RAY LLC	13,582.00
724649	10-Jan-2024	A GRADE ABOVE LLC (R)	1,103.58
724295	03-Jan-2024	A MIND FOR DETAIL INC	975.00
724497	10-Jan-2024	A MIND FOR DETAIL INC	6,866.26
724886	24-Jan-2024	A MIND FOR DETAIL INC	3,825.00
724296	03-Jan-2024	A&M NUT AND BOLT INC	717.36
724650	10-Jan-2024	ABBOTT, ZACHARY (R)	33.03
1083839	30-Jan-2024	ABDELKARIM, RABAH	2,088.00
724718	17-Jan-2024	ACE UNIFORMS OF PHOENIX	2,163.68
724888	24-Jan-2024	ACE UNIFORMS OF PHOENIX	23,165.59
1083590	04-Jan-2024	ACHEN GARDNER CONSTRUCTION LLC	1,092,845.55
1083683	18-Jan-2024	ACHEN GARDNER CONSTRUCTION LLC	19,074.95
1083588	04-Jan-2024	ADAMSON POLICE PRODUCTS	134,343.30
724719	17-Jan-2024	ADP INTERPRETING LLC	280.00
724889	24-Jan-2024	ADP INTERPRETING LLC	700.00
724498	10-Jan-2024	ADVANCED EXERCISE EQUIPMENT, INC	96,494.96
724720	17-Jan-2024	AFLAC	229.45
1083813	30-Jan-2024	AGARWAL, ABHISHEK	1,890.00
1083819	30-Jan-2024	AGARWAL, GOVIND KUMAR	3,182.00
725178	31-Jan-2024	AGILE FLEET, INC	6,097.02
725083	30-Jan-2024	AH PROPERTIES	2,139.00
724721	17-Jan-2024	AHLAS, PAUL (R)	1,231.48
725084	30-Jan-2024	AHMETOVIC, AMILA	2,100.00
724651	10-Jan-2024	AHOIA, FRED (R)	6.79
1083927	30-Jan-2024	AILEEN CHU HOLDINGS LLC	3,993.00
724652	10-Jan-2024	ALEXANDER, DEBRA (R)	11.88
1083578	04-Jan-2024	ALL ANIMALS RESCUE & TRANSPORTATION, LLC	1,690.00
1083584	04-Jan-2024	ALL CITY TOWING	36.00
1083624	11-Jan-2024	ALL CITY TOWING	24.00
1083744	25-Jan-2024	ALL CITY TOWING	12.00
1083742	25-Jan-2024	ALL THE KING'S FLAGS	547.14
724297	03-Jan-2024	ALLARD COLLISION LLC	13,373.05
724499	10-Jan-2024	ALLARD COLLISION LLC	11,337.69
724500	10-Jan-2024	ALLIED UNIVERSAL JANITORIAL SERVICES	5,373.83
724722	17-Jan-2024	ALLIED UNIVERSAL JANITORIAL SERVICES	239.08
724890	24-Jan-2024	ALLIED UNIVERSAL JANITORIAL SERVICES	38,705.72
725179	31-Jan-2024	ALLIED UNIVERSAL JANITORIAL SERVICES	2,463.33
724298	03-Jan-2024	ALLIED UNIVERSAL SECURITY SERVICES	1,145.70
724501	10-Jan-2024	ALLIED UNIVERSAL SECURITY SERVICES	1,978.90
724891	24-Jan-2024	ALLIED UNIVERSAL SECURITY SERVICES	2,432.80
725180	31-Jan-2024	ALLIED UNIVERSAL SECURITY SERVICES	1,630.50
724299	03-Jan-2024	ALMA & RAY CENTRAL CENTER (R)	45.00

Payment Number	Payment Date	Vendor Name	Amount
724300	03-Jan-2024	ALMA SCHOOL VILLAGE SHOPPES INC (R)	45.00
1083826	30-Jan-2024	ALSAMKARI I, LLC	2,566.00
725181	31-Jan-2024	ALTEC INDUSTRIES INC	421.28
724653	10-Jan-2024	ALVARADO, ERIK (R)	80.54
1083812	30-Jan-2024	AM PRESTIGE REAL ESTATE, LLC	2,221.00
724301	03-Jan-2024	AMERICAN CANCER SOCIETY #8WHCTQ (R)	1,809.00
724892	24-Jan-2024	AMERICAN INSPECTION AND TEST INC	8,033.20
724489	04-Jan-2024	ANBARI, MOH BASSAM	2,195.00
1083824	30-Jan-2024	ANBARI, MOH BASSAM	2,195.00
724302	03-Jan-2024	ANCON	7,841.06
724502	10-Jan-2024	ANCON	11,480.02
724893	24-Jan-2024	ANCON	819.28
1083816	30-Jan-2024	ANDRAWES, ANTHONY M.	1,196.00
1083591	04-Jan-2024	ANDREW'S REFRIGERATIONS INC	660.00
724483	04-Jan-2024	ANDREWS, MARIE F	649.30
1083633	11-Jan-2024	ANTHEM LIFE INSURANCE COMPANY	14,336.86
725182	31-Jan-2024	AP AJ, LLC	3,983.25
725085	30-Jan-2024	APC 2020 INVESTMENT, LLC	16,258.00
724503	10-Jan-2024	APL ACCESS & SECURITY	315.00
724894	24-Jan-2024	APL ACCESS & SECURITY	630.00
725316	31-Jan-2024	AR MAYS CONSTRUCTION (R)	1,332.47
725183	31-Jan-2024	ARAB AMERICAN ORGANIZATION	2,500.00
724851	17-Jan-2024	ARC SOLUTIONS LLC (R)	1,099.98
724303	03-Jan-2024	ARCADIS US INC	12,281.25
725086	30-Jan-2024	ARDA, JAMET E	1,690.00
1083688	18-Jan-2024	ARDURRA GROUP, INC	43,900.48
1083735	25-Jan-2024	ARDURRA GROUP, INC	2,855.00
1083623	11-Jan-2024	ARIZONA 811	1,562.57
1083743	25-Jan-2024	ARIZONA 811	1,701.09
724504	10-Jan-2024	ARIZONA ART ACADEMY LLC	2,000.00
724895	24-Jan-2024	ARIZONA CART SERVICES, INC	108.00
724896	24-Jan-2024	ARIZONA DEPT OF TRANSPORTATION	10,000.00
724304	03-Jan-2024	ARIZONA ELEVATOR SOLUTIONS, INC	5,195.36
724897	24-Jan-2024	ARIZONA ELEVATOR SOLUTIONS, INC	305.00
1083924	30-Jan-2024	ARIZONA ELITE PROPERTIES	2,436.00
724505	10-Jan-2024	ARIZONA HUMANE SOCIETY	20,150.00
724723	17-Jan-2024	ARIZONA HUMANE SOCIETY	2,600.00
724305	03-Jan-2024	ARIZONA INVESTIGATIVE ASSOCIATES (R)	5.00
724708	16-Jan-2024	ARIZONA NAHRO	315.00
724898	24-Jan-2024	ARIZONA OFFICE TECHNOLOGIES	132.19
1083620	11-Jan-2024	ARIZONA PEST PREVENTION	385.00
1083678	18-Jan-2024	ARIZONA PEST PREVENTION	80.00
1083741	25-Jan-2024	ARIZONA PEST PREVENTION	410.00
724506	10-Jan-2024	ARIZONA POWER AUTHORITY	2,066.92
724484	04-Jan-2024	ARIZONA PUBLIC SERVICE COMPANY	1,520.90
724702	11-Jan-2024	ARIZONA PUBLIC SERVICE COMPANY	13,209.03
724709	16-Jan-2024	ARIZONA PUBLIC SERVICE COMPANY	6,170.00
724899	24-Jan-2024	ARIZONA PUBLIC SERVICE COMPANY	18,768.95
724724	17-Jan-2024	ARIZONA REGISTRAR OF CONTRACTORS	4.00
724725	17-Jan-2024	ARIZONA STATE TREASURER	182,231.07
724507	10-Jan-2024	ARIZONA STATE UNIVERSITY	1,667.00
724900	24-Jan-2024	ARIZONA STATE UNIVERSITY OFFICE FOR RESEARCH AND SPONSORED PROJECTS ADMINISTRATION	22,916.67
1083577	04-Jan-2024	ARIZONA'S BEST, INC	1,476.00
1083629	11-Jan-2024	ARIZONA'S BEST, INC	112.00
1083686	18-Jan-2024	ARIZONA'S BEST, INC	403.00
1083732	25-Jan-2024	ARIZONA'S BEST, INC	1,383.00
724882	18-Jan-2024	ARMSTRONG, CLARENCE JR	175.00
724654	10-Jan-2024	ARNER, BRIAN (R)	48.68
724852	17-Jan-2024	ARSENAULT, JOSEPH (R)	56.07
725184	31-Jan-2024	ART OF KEYMINTT LLC	1,100.00
1083579	04-Jan-2024	ARTISTIC LAND MANAGEMENT INC	905.00
1083619	11-Jan-2024	ARTISTIC LAND MANAGEMENT INC	44,966.85
1083677	18-Jan-2024	ARTISTIC LAND MANAGEMENT INC	31,304.00

Payment Number	Payment Date	Vendor Name	Amount
1083740	25-Jan-2024	ARTISTIC LAND MANAGEMENT INC	1,640.00
725185	31-Jan-2024	ASCENT AVIATION GROUP INC	33,515.91
725027	24-Jan-2024	ASKARIAN, AMIRI MIKAL (R)	49.99
724934	24-Jan-2024	AT&T MOBILITY	1,343.70
724935	24-Jan-2024	AT&T MOBILITY	22,433.71
724853	17-Jan-2024	ATTISHA, JASON (R)	13.08
1083586	04-Jan-2024	ATTORNEY OF LAW	4,583.34
724447	03-Jan-2024	AUTHENTIC RESIDENTIAL (R)	65.69
724726	17-Jan-2024	AVENU STR IP, LLC	6,500.00
725276	31-Jan-2024	AYALA, RENE (R)	57.35
1083871	30-Jan-2024	AZ HOME FOR US	1,812.00
725186	31-Jan-2024	AZ INFLATABLE EVENTS	1,615.40
724306	03-Jan-2024	AZ LIGHTING & ELECTRIC LLC	2,800.00
725187	31-Jan-2024	AZ LIGHTING & ELECTRIC LLC	265.00
1083888	30-Jan-2024	AZ REALTY PROPERTY HOLDINGS, LLC	14,037.00
1083831	30-Jan-2024	AZLTRE LLC	1,482.00
724307	03-Jan-2024	AZTEC ENGINEERING GROUP, INC	3,885.18
724508	10-Jan-2024	AZTEC ENGINEERING GROUP, INC	4,155.48
724901	24-Jan-2024	AZTEC ENGINEERING GROUP, INC	11,842.63
724509	10-Jan-2024	B&E APPRAISAL SERVICE LLC	280.00
725317	31-Jan-2024	B&F CONTRACTING (R)	609.21
724727	17-Jan-2024	B&F CONTRACTING INC	736,417.87
724902	24-Jan-2024	B&F CONTRACTING INC	843,916.09
724510	10-Jan-2024	BAKER & TAYLOR, LLC	788.16
724903	24-Jan-2024	BAKER & TAYLOR, LLC	1,420.13
1083739	25-Jan-2024	BAKER COMMODITIES INC	100.00
724904	24-Jan-2024	BALLET FOLKLORICO QUETZALLI-AZ, INC	250.00
724810	17-Jan-2024	BANIECKI, MARY BETH	1,030.00
1083575	03-Jan-2024	BANK OF AMERICA	1,047,739.59
724728	17-Jan-2024	BANNER OCCUPATIONAL HEALTH CLINICS	9,629.69
725318	31-Jan-2024	BARBER, TYRONNE (R)	22.64
1083898	30-Jan-2024	BARKDOLL PROPERTIES LLC	8,238.00
724905	24-Jan-2024	BARKER RINKER SEACAT ARCHITECTURE	14,140.30
724396	03-Jan-2024	BASA, VIJAYA KUMAR	1,300.00
725087	30-Jan-2024	BASA, VIJAYA KUMAR	2,258.00
724490	04-Jan-2024	BCORE MF ARCHES LLC	1,444.00
724494	05-Jan-2024	BCORE MF ARCHES LLC	1,619.00
725088	30-Jan-2024	BCORE MF ARCHES LLC	51,230.00
724511	10-Jan-2024	BEARCOM	1,515.63
1083825	30-Jan-2024	BEAUX, CANDACE	1,292.00
1083886	30-Jan-2024	BECKMAN, KRISTI M	2,346.00
724448	03-Jan-2024	BEGLEY, JOHN (R)	51.73
725028	24-Jan-2024	BENDER, DAWN (R)	34.77
724906	24-Jan-2024	BENNETTE DAWSON ED. D. PSYCHOLOGIST	400.00
725319	31-Jan-2024	BERGER, EMILY (R)	84.87
725029	24-Jan-2024	BERRYMAN, SABRINA (R)	81.20
1083796	30-Jan-2024	BEST NEIGHBORS, LLC	1,424.00
724512	10-Jan-2024	BEST PLUMBING SPECIALTIES INC	144.88
725320	31-Jan-2024	BEST, LAURA E	150.00
724655	10-Jan-2024	BEVERSON, CAMDEN (R)	16.26
1083833	30-Jan-2024	BHATT, AMAR BHARAT	1,871.00
725188	31-Jan-2024	BIDDLE & BROWN FENCE CO LLC	11,166.93
1083879	30-Jan-2024	BIG STAR PROPERTIES, LLC	12,978.00
724308	03-Jan-2024	BINGHAM EQUIPMENT COMPANY	208.40
724907	24-Jan-2024	BINGHAM EQUIPMENT COMPANY	2,725.19
725189	31-Jan-2024	BINGHAM EQUIPMENT COMPANY	370.54
725056	25-Jan-2024	BISHOP, KARIN H	55.19
724908	24-Jan-2024	BLOOD ALCOHOL TESTING & CONSULTING, LLC	150.00
1083782	25-Jan-2024	BLUE CROSS BLUE SHIELD OF ARIZONA INC	1,941,319.00
1083783	25-Jan-2024	BLUE CROSS BLUE SHIELD OF ARIZONA INC	194,953.94
725030	24-Jan-2024	BLUMBERG, JACOB (R)	7.63
1083884	30-Jan-2024	BMF IV AZ LAGUNA VILLAGE LLC	16,306.00
724449	03-Jan-2024	BOEVERS, LEE (R)	49.47

Payment Number	Payment Date	Vendor Name	Amount
724656	10-Jan-2024	BORAH, APURBA (R)	8.56
725190	31-Jan-2024	BORDER STATES ELECTRIC SUPPLY	20,404.80
1083855	30-Jan-2024	BOSCHEE, CHARLES L	1,562.00
1083832	30-Jan-2024	BOTROS, ASAMA	1,705.00
725277	31-Jan-2024	BOTTEN, WILLIAM R.	3,222.63
724309	03-Jan-2024	BOUND TREE MEDICAL LLC	3,340.21
724909	24-Jan-2024	BOUND TREE MEDICAL LLC	12,311.80
725191	31-Jan-2024	BOUND TREE MEDICAL LLC	2,114.82
1083860	30-Jan-2024	BRAVO, DEBORAH LYNN	1,161.00
725089	30-Jan-2024	BREIT MF LUMIERE CHANDLER LLC	1,345.00
1083587	04-Jan-2024	BRENNTAG PACIFIC INC	40,403.02
1083626	11-Jan-2024	BRENNTAG PACIFIC INC	44,585.48
1083681	18-Jan-2024	BRENNTAG PACIFIC INC	554.76
1083726	25-Jan-2024	BRENNTAG PACIFIC INC	22,799.42
725057	25-Jan-2024	BREWER, KAREN (R)	23.12
725192	31-Jan-2024	BREYER LAW OFFICES	10.00
725193	31-Jan-2024	BREYER LAW OFFICES	25.00
1083576	04-Jan-2024	BRIGHTVIEW LANDSCAPE SERVICES, INC	15,942.00
1083628	11-Jan-2024	BRIGHTVIEW LANDSCAPE SERVICES, INC	145,127.26
1083685	18-Jan-2024	BRIGHTVIEW LANDSCAPE SERVICES, INC	17,639.25
1083731	25-Jan-2024	BRIGHTVIEW LANDSCAPE SERVICES, INC	4,396.00
1083880	30-Jan-2024	BROADWAY ROAD PROPERTY LLC	1,178.00
724450	03-Jan-2024	BROKAW, JORDAN (R)	65.91
724513	10-Jan-2024	BROOKSIES PROPANE	93.32
724910	24-Jan-2024	BROOKSIES PROPANE	164.56
1083798	30-Jan-2024	BROTHERS TAEKWON DO INC	1,323.00
724729	17-Jan-2024	BROWN WHOLESALE ELECTRIC	29,298.65
725215	31-Jan-2024	BUENO, MARIA G	1,100.00
724730	17-Jan-2024	BUESING CORPORATION	50.00
724911	24-Jan-2024	BUESING CORPORATION	50.00
725058	25-Jan-2024	BUGG, PETER L	23.71
724710	16-Jan-2024	BULLSEYE PROPERTY MANAGEMENT, LLC	828.00
725090	30-Jan-2024	BULLSEYE PROPERTY MANAGEMENT, LLC	1,510.00
1083950	30-Jan-2024	BURCH, CHRISTOPHER	1,503.00
1083840	30-Jan-2024	BURNHAM, TIMOTHY	1,277.00
724310	03-Jan-2024	BUS BUDDIES	250.00
724311	03-Jan-2024	BUS BUDDIES	175.00
724312	03-Jan-2024	BUT TRE MAGAZINE	175.00
724912	24-Jan-2024	C & I SHOW HARDWARE & SECURITY SYSTEMS INC	7,647.10
725194	31-Jan-2024	C & I SHOW HARDWARE & SECURITY SYSTEMS INC	4,610.48
724657	10-Jan-2024	CABANERO, RICHARD (R)	32.29
724854	17-Jan-2024	CACTUS ASPHALT (R)	1,331.02
725195	31-Jan-2024	CAL INTERPRETING & TRANSLATIONS	780.00
724855	17-Jan-2024	CALDERON, ALBERT (R)	7.87
725091	30-Jan-2024	CALDWELL PROPERTY SOLUTIONS	1,338.00
1083729	25-Jan-2024	CALIENTE CONSTRUCTION INC	486,768.88
724313	03-Jan-2024	CANTOR LAW GROUP (R)	30.00
724314	03-Jan-2024	CANYON SKY ENT (R)	10.00
724731	17-Jan-2024	CARASOFT TECHNOLOGY CORPORATION	97,303.95
1083580	04-Jan-2024	CAROLLO ENGINEERS	5,775.78
725321	31-Jan-2024	CASH, ROBERT (R)	68.54
1083684	18-Jan-2024	CE WILSON CONSULTING, LLC	20,250.00
724315	03-Jan-2024	CELLEBRITE INC	268,583.70
1083581	04-Jan-2024	CEM-TEC CORPORATION	6,765.78
1083582	04-Jan-2024	CENTRAL ARIZONA PROJECT	480,887.25
724732	17-Jan-2024	CENTURYLINK	12,108.61
1083689	18-Jan-2024	CENTURYLINK	3,381.12
1083690	18-Jan-2024	CENTURYLINK	3,381.12
724913	24-Jan-2024	CENTURYLINK	12,125.07
725031	24-Jan-2024	CHAIRES, ERIN (R)	65.87
724914	24-Jan-2024	CHANDLER CULTURAL FOUNDATION (R)	54.00
1083737	25-Jan-2024	CHANDLER FIREFIGHTER CHARITIES	7,959.00
724856	17-Jan-2024	CHANDLER FLOWERS INC (R)	357.42

Payment Number	Payment Date	Vendor Name	Amount
1083877	30-Jan-2024	CHANDLER GARDENS	23,167.00
1083930	30-Jan-2024	CHANDLER PROPERTY DEVELOPMENT ASSOCIATES LTD PTR (231-1)	21,287.00
724316	03-Jan-2024	CHANDLER UNIFIED SCHOOL DISTRICT #80	426.10
724317	03-Jan-2024	CHANDLER UNIFIED SCHOOL DISTRICT #80	175.00
724733	17-Jan-2024	CHANDLER UNIFIED SCHOOL DISTRICT #80	300.00
724734	17-Jan-2024	CHANDLER-GILBERT COMMUNITY COLLEGE	9,580.67
724915	24-Jan-2024	CHC: CREATING HEALTHIER COMMUNITIES	1,020.00
724735	17-Jan-2024	CHILLER CITY CORPORATION	1,650.00
1083687	18-Jan-2024	CHOICE MAINTENANCE AND ASPHALT SERVICES, LLC	27,348.00
1083733	25-Jan-2024	CHOICE MAINTENANCE AND ASPHALT SERVICES, LLC	34,764.00
724811	17-Jan-2024	CHOLOWSKY, DANIEL JOHN	1,000.00
725322	31-Jan-2024	CHOW, RAYMOND (R)	29.92
724812	17-Jan-2024	CHOWDHURY, DEBASHIS	710.00
724591	10-Jan-2024	CHRISTENSEN, MARILYNN (R)	26.00
724658	10-Jan-2024	CHRISTIANSON, AMANDA (R)	45.45
724813	17-Jan-2024	CHUANG, CHENG-LONG	1,400.00
724736	17-Jan-2024	CHURCH FOR COPS, LLC	2,100.00
724318	03-Jan-2024	CINTAS CORPORATION	694.98
724514	10-Jan-2024	CINTAS CORPORATION	550.77
724737	17-Jan-2024	CINTAS CORPORATION	1,365.38
724916	24-Jan-2024	CINTAS CORPORATION	4,756.82
725196	31-Jan-2024	CINTAS CORPORATION	5,256.37
725216	31-Jan-2024	CIRIACO, GIL (R)	5.00
724711	16-Jan-2024	CITY OF CHANDLER	120.00
725197	31-Jan-2024	CITY OF CHANDLER	7,225.00
724690	10-Jan-2024	CITY OF ORLANDO HOUSING AUTHORITY	1,022.25
724319	03-Jan-2024	CITY OF PHOENIX	14,000.00
724738	17-Jan-2024	CITY OF PHOENIX	11,946.77
724739	17-Jan-2024	CITY OF PHOENIX	2.63
724917	24-Jan-2024	CITY OF PHOENIX	80.00
724740	17-Jan-2024	CITY OF SCOTTSDALE	0.48
724741	17-Jan-2024	CITY OF TEMPE	0.05
1083621	11-Jan-2024	CITY WIDE PEST CONTROL INC	130.00
724515	10-Jan-2024	CIVICPLUS, LLC	14,388.00
724742	17-Jan-2024	CLARK HILL PLC	13,834.55
1083618	11-Jan-2024	CLEANVIEW SEWER INSPECTIONS LLC	6,907.14
1083738	25-Jan-2024	CLEANVIEW SEWER INSPECTIONS LLC	20,680.65
724320	03-Jan-2024	CLTA-AZ	1,000.00
724451	03-Jan-2024	COLLAZO, RAMIRO (R)	103.75
724321	03-Jan-2024	COMMERCIAL POOL REPAIR	6,993.86
724743	17-Jan-2024	COMMERCIAL POOL REPAIR	14,791.16
725198	31-Jan-2024	COMMERCIAL POOL REPAIR	6,993.86
724516	10-Jan-2024	COMPUTER AID, INC	43,588.00
724744	17-Jan-2024	COMPUTER AID, INC	177,633.25
725199	31-Jan-2024	COMPUTER AID, INC	189,963.33
1083622	11-Jan-2024	CONSULTANT ENGINEERING INC	16,641.19
724745	17-Jan-2024	CONSULTANT ENGINEERING INC	754.45
724517	10-Jan-2024	CONTESSA BLUE LLC	500.00
1083728	25-Jan-2024	CONTINENTAL FLOORING CO	43,001.59
724518	10-Jan-2024	CONVERSATION DESIGN LLC	1,000.00
724592	10-Jan-2024	COOK, ALLISON (R)	29.00
724322	03-Jan-2024	COPE, CHARLES (R)	232.05
724746	17-Jan-2024	COPPER STATE PAVEMENT, INC	98,133.58
724323	03-Jan-2024	CORE & MAIN LP	11,927.25
724519	10-Jan-2024	CORE & MAIN LP	474,670.00
724747	17-Jan-2024	CORE & MAIN LP	1,908.72
724918	24-Jan-2024	CORE & MAIN LP	5,506.81
725200	31-Jan-2024	CORE & MAIN LP	5,968.71
724324	03-Jan-2024	CORE CONSTRUCTION INC	450,750.62
724857	17-Jan-2024	CORRELL, ALAINA (R)	16.61
724520	10-Jan-2024	CORVEL ENTERPRISE COMP INC	9,547.00
1083938	30-Jan-2024	COSTALES, ABEL	706.00
724748	17-Jan-2024	COULSON, SHAD (R)	35.00

Payment Number	Payment Date	Vendor Name	Amount
1083679	18-Jan-2024	COURTESY CHEVROLET	97,177.22
724919	24-Jan-2024	COX BUSINESS	827.50
724920	24-Jan-2024	CPAAC	252.00
724749	17-Jan-2024	CRAWFORD MECHANICAL SERVICES, LLC	1,096.00
724921	24-Jan-2024	CRAWFORD MECHANICAL SERVICES, LLC	1,801.00
725201	31-Jan-2024	CRAWFORD MECHANICAL SERVICES, LLC	583.00
724922	24-Jan-2024	CUSTOM TRUCK ONE SOURCE, L.P.	164,595.00
724521	10-Jan-2024	CUTTERS DOCUMENT DESTRUCTION, LLC	99.00
724325	03-Jan-2024	D L SALES CORP	12,334.75
724923	24-Jan-2024	D L SALES CORP	762.12
725202	31-Jan-2024	D L SALES CORP	1,967.86
725203	31-Jan-2024	D&H WATER SYSTEMS INC	49,950.00
1083730	25-Jan-2024	D.H. PACE COMPANY, INC	568.70
1083785	30-Jan-2024	DAVID INVESTMENT LLC	289.00
724452	03-Jan-2024	DAVIDSON, LORI (R)	1,500.00
724659	10-Jan-2024	DAWSON, COLLEEN (R)	31.47
724326	03-Jan-2024	DAY AUTO SUPPLY, INC	399.80
724522	10-Jan-2024	DAY AUTO SUPPLY, INC	59.63
725205	31-Jan-2024	DAY AUTO SUPPLY, INC	2,982.34
724453	03-Jan-2024	DAY, BRIAN (R)	24.78
724523	10-Jan-2024	DCS CONTRACTING INC	383,004.72
724750	17-Jan-2024	DCS CONTRACTING INC	274,476.44
724327	03-Jan-2024	DECA SOUTHWEST	8,964.50
724524	10-Jan-2024	DECA SOUTHWEST	1,889.65
724751	17-Jan-2024	DECA SOUTHWEST	25,012.85
724924	24-Jan-2024	DECA SOUTHWEST	18,206.63
725206	31-Jan-2024	DECA SOUTHWEST	5,081.16
724752	17-Jan-2024	DELTA DENTAL OF ARIZONA	147,862.80
724753	17-Jan-2024	DELTA DENTAL OF ARIZONA	10,802.01
1083725	25-Jan-2024	DENNIS L LOPEZ & ASSOCIATES LLC	875.00
724525	10-Jan-2024	DESERT TOX, LLC	1,360.90
1083585	04-Jan-2024	DEVAU HUMAN RESOURCES	14,311.58
1083625	11-Jan-2024	DEVAU HUMAN RESOURCES	15,150.41
1083680	18-Jan-2024	DEVAU HUMAN RESOURCES	1,616.14
1083724	25-Jan-2024	DEVAU HUMAN RESOURCES	27,434.40
724754	17-Jan-2024	DIAMOND RIDGE DEVELOPMENT CORPORATION	362,937.24
725059	25-Jan-2024	DIAZ, ALEX (R)	61.99
724328	03-Jan-2024	DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC	7,728.90
724526	10-Jan-2024	DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC	13,910.80
724755	17-Jan-2024	DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC	159,379.05
724925	24-Jan-2024	DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC	4,692.00
725207	31-Jan-2024	DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC	9,517.00
724527	10-Jan-2024	DIBBLE CM, LLC	92,917.86
724756	17-Jan-2024	DIBBLE CM, LLC	1,200.00
724528	10-Jan-2024	DICK & FRITSCHE DESIGN GROUP, INC	12,215.00
724529	10-Jan-2024	DIG STUDIO INC	20,875.00
725208	31-Jan-2024	DIG STUDIO INC	46,196.50
725209	31-Jan-2024	DIGNITY HEALTH FOUNDATION - EAST VALLEY	89,000.00
724454	03-Jan-2024	DING, WEI (R)	8.29
725210	31-Jan-2024	DIVING BOARD SOLUTIONS, LLC	11,487.07
724530	10-Jan-2024	DIRON	800.00
725092	30-Jan-2024	DO, HUNG VAN	908.00
725211	31-Jan-2024	DOBSON FARMS V, LLC	4,303.80
724329	03-Jan-2024	DOBSON PLAZA LLC (R)	45.00
725032	24-Jan-2024	DOUD, DONALD (R)	33.39
725093	30-Jan-2024	DOUGLAS, SHAWN K	2,656.00
1083583	04-Jan-2024	DOWNTOWN CHANDLER COMMUNITY PARTNERSHIP	62,372.10
724455	03-Jan-2024	DOYLE, MARY (R)	1,524.74
724330	03-Jan-2024	DPC ENTERPRISES LP	34,750.30
724531	10-Jan-2024	DPC ENTERPRISES LP	41,190.29
724926	24-Jan-2024	DPC ENTERPRISES LP	50,328.03
725212	31-Jan-2024	DPC ENTERPRISES LP	35,017.89
725217	31-Jan-2024	DPC ENTERPRISES LP	13,015.92

Payment Number	Payment Date	Vendor Name	Amount
725323	31-Jan-2024	DRAKE, TIMOTHY (R)	23.14
724757	17-Jan-2024	DRUM ARIZONA, INC	150.00
724660	10-Jan-2024	DUARTE-MARTINEZ, MAYRA (R)	43.91
725094	30-Jan-2024	DUCKS & ASSOC REALTY INC	2,018.00
725324	31-Jan-2024	DULA, TANAY (R)	30.92
724485	04-Jan-2024	DUNCAN, NATHAN A	260.00
724858	17-Jan-2024	DWF VI ATLAS SFR AZ LLC (R)	53.01
1083589	04-Jan-2024	DYE CARBONIC	476.40
1083682	18-Jan-2024	DYE CARBONIC	377.15
1083727	25-Jan-2024	DYE CARBONIC	783.17
1083734	25-Jan-2024	DYNAMIC OFFICIALS AND SPORTS	3,159.00
724764	17-Jan-2024	EAR PROFESSIONAL AUDIO VIDEO	1,250.00
725218	31-Jan-2024	EAR PROFESSIONAL AUDIO VIDEO	1,345.78
724337	03-Jan-2024	EARNHARDT	2,417.84
724338	03-Jan-2024	EARNHARDT	568.18
724532	10-Jan-2024	EARNHARDT	598.19
724936	24-Jan-2024	EARNHARDT	95.06
725220	31-Jan-2024	EARNHARDT	15,426.87
725221	31-Jan-2024	EARNHARDT	783.18
724339	03-Jan-2024	EARNHARDT CHEVROLET	612.43
724937	24-Jan-2024	EARNHARDT CHEVROLET	346.70
724938	24-Jan-2024	EARNHARDT CHEVROLET	2,144.44
725223	31-Jan-2024	EARNHARDT CHEVROLET	26,780.86
724456	03-Jan-2024	EBEL, ADAM (R)	13.93
724939	24-Jan-2024	EBSCO INFORMATION SERVICES, LLC	5,459.52
1083928	30-Jan-2024	EDB ENTERPRISE LLC	2,158.00
1083913	30-Jan-2024	EKSS LLC	2,057.00
725224	31-Jan-2024	ELITE SPORTS BUILDERS	3,430.00
724533	10-Jan-2024	ELIZABETH ANN HARRIS (R)	458.25
724534	10-Jan-2024	ELONTEC, LLC	8,218.88
724457	03-Jan-2024	EMPIRE SOUTHWEST	1,193.54
724940	24-Jan-2024	ENG, LEUNG	240.00
724340	03-Jan-2024	ENTELLUS INC	4,351.01
724535	10-Jan-2024	ENTELLUS INC	40,265.04
724765	17-Jan-2024	ENTELLUS INC	5,753.56
724941	24-Jan-2024	ENTELLUS INC	15,509.63
725225	31-Jan-2024	ENTELLUS INC	12,315.17
724341	03-Jan-2024	ENVIRONMENTAL DRAIN & ODOR CONTROL SERVICES LLC	810.00
724766	17-Jan-2024	ENVIRONMENTAL DRAIN & ODOR CONTROL SERVICES LLC	685.00
724942	24-Jan-2024	ENVIRONMENTAL DRAIN & ODOR CONTROL SERVICES LLC	710.00
1083909	30-Jan-2024	EPICENTER HOLDINGS LLC	3,364.00
724342	03-Jan-2024	EPS GROUP INC	12,802.50
724536	10-Jan-2024	EQUIFAX WORKFORCE SOLUTIONS LLC	4,314.27
724767	17-Jan-2024	EQUIFAX WORKFORCE SOLUTIONS LLC	3,884.87
725095	30-Jan-2024	ESHAQ, MUNAIM GEORGE ABU	612.00
1083638	11-Jan-2024	ESRI INC	2,248.00
724661	10-Jan-2024	ETIENNE, SAMUEL (R)	74.40
724343	03-Jan-2024	EVEREST COMMUNICATIONS	935.00
1083600	04-Jan-2024	EWING IRRIGATION PRODUCTS INC	646.63
1083699	18-Jan-2024	EWING IRRIGATION PRODUCTS INC	1,615.99
1083752	25-Jan-2024	EWING IRRIGATION PRODUCTS INC	11,256.05
724537	10-Jan-2024	EXERPLAY INC	2,821.13
724943	24-Jan-2024	EXERPLAY INC	64,282.20
724344	03-Jan-2024	FACTORY MOTOR PARTS COMPANY	1,579.53
724538	10-Jan-2024	FACTORY MOTOR PARTS COMPANY	692.38
725227	31-Jan-2024	FACTORY MOTOR PARTS COMPANY	5,608.88
725096	30-Jan-2024	FARNSWORTH REALTY & MANAGEMENT	1,940.00
725097	30-Jan-2024	FASHION CENTER ACQUISITION LLC	1,393.00
724539	10-Jan-2024	FASTSIGNS - CHANDLER	18,623.36
724944	24-Jan-2024	FASTSIGNS - CHANDLER	9,932.46
725228	31-Jan-2024	FASTSIGNS - CHANDLER	10,553.24
724945	24-Jan-2024	FENNEMORE CRAIG, P.C.	5,944.00
724345	03-Jan-2024	FERGUSON ENTERPRISES, LLC	3,886.36

Payment Number	Payment Date	Vendor Name	Amount
724346	03-Jan-2024	FERGUSON ENTERPRISES, LLC	193,253.22
724540	10-Jan-2024	FERGUSON ENTERPRISES, LLC	22,240.90
724768	17-Jan-2024	FERGUSON ENTERPRISES, LLC	3,452.83
724946	24-Jan-2024	FERGUSON ENTERPRISES, LLC	318.12
725229	31-Jan-2024	FERGUSON ENTERPRISES, LLC	3,290.39
724541	10-Jan-2024	FIDELITY NATIONAL TITLE AGENCY INC	27,995.00
724769	17-Jan-2024	FIDELITY NATIONAL TITLE AGENCY INC	1,400.00
725230	31-Jan-2024	FIDELITY NATIONAL TITLE AGENCY INC	15,595.00
724770	17-Jan-2024	FIELDPRINT, INC	775.50
724859	17-Jan-2024	FIGA, MICHELE (R)	49.36
1083803	30-Jan-2024	FINNEY, JESSE	1,746.00
725231	31-Jan-2024	FISCHER BROS. LLC	30,777.25
724691	10-Jan-2024	FLAGSTAFF HOUSING AUTHORITY	2,183.25
1083635	11-Jan-2024	FLEXIBLE BENEFIT ADMINISTRATORS INC	805.00
1083692	18-Jan-2024	FLEXIBLE BENEFIT ADMINISTRATORS INC	621.60
724347	03-Jan-2024	FLYERS ENERGY LLC	19,950.21
724771	17-Jan-2024	FLYERS ENERGY LLC	45,607.27
724947	24-Jan-2024	FLYERS ENERGY LLC	20,643.81
725232	31-Jan-2024	FLYERS ENERGY LLC	17,874.43
1083843	30-Jan-2024	FOCUS LLC	3,057.00
725060	25-Jan-2024	FOOSHEE, THOMAS F	17.44
725098	30-Jan-2024	FOOTHILLS REALTY & MANAGEMENT	2,233.00
724948	24-Jan-2024	FOR OUR CITY-CHANDLER	174.00
724593	10-Jan-2024	FORBES, KATIE (R)	99.00
1083593	04-Jan-2024	FOSTER ELECTRIC MOTOR SERVICE, INC	230.00
1083639	11-Jan-2024	FOSTER ELECTRIC MOTOR SERVICE, INC	2,982.37
1083693	18-Jan-2024	FOSTER ELECTRIC MOTOR SERVICE, INC	6,407.25
1083746	25-Jan-2024	FOSTER ELECTRIC MOTOR SERVICE, INC	55,044.54
724542	10-Jan-2024	FPS CIVIL LLC	309,238.90
724543	10-Jan-2024	FREIGHTLINER OF ARIZONA LLC	7.64
725233	31-Jan-2024	FREIGHTLINER OF ARIZONA LLC	257.62
1083948	30-Jan-2024	FRESNO INVESTMENTS	1,822.00
724949	24-Jan-2024	FRIENDS OF THE CHANDLER LIBRARY	24.00
724950	24-Jan-2024	FRUTH GROUP INC	2,408.47
724348	03-Jan-2024	FSL HOME IMPROVEMENTS	70,767.65
725234	31-Jan-2024	FSL HOME IMPROVEMENTS	1,798.53
724458	03-Jan-2024	FUNG, PHILLIP (R)	33.96
724544	10-Jan-2024	FUSHICHO DAIKO, LLC	750.00
724495	08-Jan-2024	GAJANAN LLC	48,000.00
725325	31-Jan-2024	GALLEGOS, THOMAS (R)	39.48
724491	04-Jan-2024	GANAPATHY, RAMSUNDAR	657.00
725099	30-Jan-2024	GANAPATHY, RAMSUNDAR	2,680.00
725100	30-Jan-2024	GANI, OSAMA S	1,422.00
724662	10-Jan-2024	GANN, STEVEN (R)	203.91
724860	17-Jan-2024	GAPCON LLC (R)	1,195.81
724927	24-Jan-2024	GARCIA, ADRIAN	200.00
724861	17-Jan-2024	GARCIA, REBECCA (R)	84.87
724545	10-Jan-2024	GARNEY CONSTRUCTION, INC	264,857.70
725033	24-Jan-2024	GARROD, TANNER (R)	60.28
724349	03-Jan-2024	GAVAN & BARKER INC	12,044.45
724951	24-Jan-2024	GAVAN & BARKER INC	2,410.00
725326	31-Jan-2024	GECC ENTERPRISES (R)	67.70
724331	03-Jan-2024	GERSZEWSKI, DAVID (R)	35.00
725235	31-Jan-2024	GERVASIO & ASSOC., INC	1,873.35
1083747	25-Jan-2024	GET IT WHOLESALE	15,130.31
1083814	30-Jan-2024	GHAFOOR, BAN ABDUL	1,648.00
1083808	30-Jan-2024	GHAMRAOUI, SABAH K	1,827.00
1083644	11-Jan-2024	GHAFTER PAINTING & COATINGS INC	1,450.00
1083698	18-Jan-2024	GHAFTER PAINTING & COATINGS INC	950.00
725101	30-Jan-2024	GHOMRAWI, ABDALLAH	663.00
1083602	04-Jan-2024	GILA RIVER INDIAN COMMUNITY	4,739.74
724546	10-Jan-2024	GILA RIVER INDIAN COMMUNITY	4,739.74
724772	17-Jan-2024	GILA RIVER INDIAN COMMUNITY	12,715.95

Payment Number	Payment Date	Vendor Name	Amount
725236	31-Jan-2024	GILA RIVER INDIAN COMMUNITY	9.90
724547	10-Jan-2024	GILA RIVER INDIAN COMMUNITY UTILITY AUTHORITY	24,412.33
725237	31-Jan-2024	GILA RIVER INDIAN COMMUNITY UTILITY AUTHORITY	25,222.06
724548	10-Jan-2024	GILA RIVER TELECOMMUNICATION	223.26
1083895	30-Jan-2024	GILBERT, JUSTIN	909.00
1083952	30-Jan-2024	GILBERT, THURMAN	3,141.00
1083787	30-Jan-2024	GIRGIS, JAKLINE	2,086.00
1083845	30-Jan-2024	GJONZENELI, MURAT	5,393.00
724350	03-Jan-2024	GLENNIE REPORTING SERVICES, LLC	1,310.50
724549	10-Jan-2024	GO AZ MOTORCYCLES SCOTTSDALE	792.28
725238	31-Jan-2024	GO AZ MOTORCYCLES SCOTTSDALE	1,942.26
1083889	30-Jan-2024	GO GET IT INVESTMENTS LLC	903.00
724351	03-Jan-2024	GOING ON FAITH	6,500.00
725239	31-Jan-2024	GOING ON FAITH	400.00
1083864	30-Jan-2024	GOLD COAST REALTY	2,093.00
1083802	30-Jan-2024	GOLD STONE INVESTMENT LLC	2,000.00
725102	30-Jan-2024	GOLD TRUST REALTY	6,783.00
724773	17-Jan-2024	GONZALEZ & SMITH, P. C.	4,583.34
725240	31-Jan-2024	GONZALEZ & SMITH, P. C.	480.00
724862	17-Jan-2024	GONZALEZ CONSTRUCTION (R)	1,322.85
724459	03-Jan-2024	GONZALEZ, ADORACION (R)	92.31
1083753	25-Jan-2024	GOODMANS INTERIOR STRUCTURES	2,775.53
724332	03-Jan-2024	GOODYEAR CITY COURT	363.00
724663	10-Jan-2024	GORDON, JOE (R)	17.47
724774	17-Jan-2024	GORDWIN LAW, PLLC	4,583.34
1083935	30-Jan-2024	GORE, VIPUL	1,267.00
724460	03-Jan-2024	GORMAN, BRYAN (R)	507.90
1083946	30-Jan-2024	GOVINDARAJAN, OMKAR	2,487.00
724352	03-Jan-2024	GRAINGER	176.70
724353	03-Jan-2024	GRAINGER	742.72
724550	10-Jan-2024	GRAINGER	1,888.16
724551	10-Jan-2024	GRAINGER	3,705.00
724775	17-Jan-2024	GRAINGER	1,394.25
724952	24-Jan-2024	GRAINGER	3,678.09
724953	24-Jan-2024	GRAINGER	1,679.53
725241	31-Jan-2024	GRAINGER	2,581.73
725061	25-Jan-2024	GRANDBERRY, PORTIA (R)	50.87
724776	17-Jan-2024	GRANITE CONSTRUCTION COMPANY	591,994.78
724664	10-Jan-2024	GRANT LOAN (R)	9.17
724461	03-Jan-2024	GRAVEL, RACHEL (R)	101.98
724552	10-Jan-2024	GRAY QUARTER, INC	277.50
724777	17-Jan-2024	GRESKO SUPPLY, INC	1,416.49
724778	17-Jan-2024	GROUNDS CONTROL LLC	169,842.96
724954	24-Jan-2024	GROUNDS CONTROL LLC	107,364.01
725242	31-Jan-2024	GROUNDS CONTROL LLC	2,448.00
725103	30-Jan-2024	GRS INVESTMENT COMPANY, LLC	886.00
1083695	18-Jan-2024	GRUBER POWER SERVICES	3,341.92
1083837	30-Jan-2024	GUERRERO, LAURIE	2,180.00
1083917	30-Jan-2024	GUERRERO, ROSE	3,073.00
725062	25-Jan-2024	GUTENSON, CASSANDRA J	340.58
725034	24-Jan-2024	GUTIERREZ, ISAAC (R)	65.87
724354	03-Jan-2024	GYM TECH LLC	125.00
724553	10-Jan-2024	GYM TECH LLC	1,128.57
724355	03-Jan-2024	HACH COMPANY	23,304.92
724554	10-Jan-2024	HACH COMPANY	86.85
724779	17-Jan-2024	HACH COMPANY	6,590.53
1083904	30-Jan-2024	HADAWAY, MICHELLE VIVIANNE	1,502.00
1083953	30-Jan-2024	HADEED, JAMES	1,714.00
1083939	30-Jan-2024	HALL, ERIC	982.00
724462	03-Jan-2024	HALL, PETER (R)	64.20
1083789	30-Jan-2024	HAMMEL INVESTMENTS, LLC	2,061.00
724356	03-Jan-2024	HAMMING, NICOLE	86.40
724863	17-Jan-2024	HANCOCK S-REIT CHANDLER, LLC (R)	425.72

Payment Number	Payment Date	Vendor Name	Amount
1083849	30-Jan-2024	HANDZEL, SHARON C	1,306.00
724780	17-Jan-2024	HANRAHAN, JAMES (R)	2.28
1083815	30-Jan-2024	HARINAV LLC	3,018.00
725063	25-Jan-2024	HARRELL, WINSTINE M (R)	116.70
724665	10-Jan-2024	HART, BRIDGETT (R)	43.35
1083885	30-Jan-2024	HARTFORD APARTMENTS	2,831.00
724555	10-Jan-2024	HARTFORD FIRE INSURANCE COMPANY	17,860.00
725327	31-Jan-2024	HAWES, BRANDON (R)	9.71
725243	31-Jan-2024	HAWKEYE ELECTRIC INC	16,061.00
724864	17-Jan-2024	HAYDON BUILDING CORP (R)	1,159.80
1083650	11-Jan-2024	HAYDON COMPANIES LLC	40,906.19
1083794	30-Jan-2024	HAZELTINE RENTALS LLC	2,000.00
724781	17-Jan-2024	HAZEN AND SAWYER	44,410.54
724955	24-Jan-2024	HAZEN AND SAWYER	111,533.00
725244	31-Jan-2024	HAZEN AND SAWYER	10,552.70
725104	30-Jan-2024	HCL LLC	1,121.00
724357	03-Jan-2024	HDR ENGINEERING INC	15,376.50
724782	17-Jan-2024	HDR ENGINEERING INC	7,890.00
1083649	11-Jan-2024	HEINFELD, MEECH & CO PC	20,550.00
724556	10-Jan-2024	HENDERSON BELTWAY, LLC	6,538.88
1083891	30-Jan-2024	HENES, HAIDY	1,190.00
724358	03-Jan-2024	HERC RENTALS INC	604.41
724463	03-Jan-2024	HERNANDEZ, ALEXIS (R)	47.47
724666	10-Jan-2024	HERNANDEZ, ARMANDO (R)	47.83
1083875	30-Jan-2024	HERNANDEZ, ERIBERTO	1,334.00
724359	03-Jan-2024	HEYER, SHAWN	1,600.00
725035	24-Jan-2024	HICKS, PAMELA (R)	33.81
724865	17-Jan-2024	HILL, FARAH (R)	46.75
1083937	30-Jan-2024	HOANG, BUUCHAU QUOC	2,946.00
724667	10-Jan-2024	HOLLENBACH, CATHY (R)	54.94
724464	03-Jan-2024	HOLMES, VICTORIA (R)	13.20
724668	10-Jan-2024	HOME AGAIN PROPERTIES (R)	75.70
1083592	04-Jan-2024	HORIZON DISTRIBUTORS INC	468.08
1083637	11-Jan-2024	HORIZON DISTRIBUTORS INC	1,817.31
1083745	25-Jan-2024	HORIZON DISTRIBUTORS INC	2,484.14
725213	31-Jan-2024	HOSEPOWERUSA AND/OR COMPLETE SAFETY	187.87
724557	10-Jan-2024	HOT SHOT DELIVERY, INC	325.00
724692	10-Jan-2024	HOUSING AUTHORITY OF JOLIET	2,215.25
724693	10-Jan-2024	HOUSING AUTHORITY OF SAN DIEGO	1,543.25
724669	10-Jan-2024	HOWARD, KEN (R)	11.54
725328	31-Jan-2024	HTF INVESTMENTS LLC (R)	40.79
724703	11-Jan-2024	HUENNEKE, EMMA B	111.93
725105	30-Jan-2024	HUERTA, JUANITA	160.00
724558	10-Jan-2024	HUITT-ZOLLARS, INC	15,366.53
724559	10-Jan-2024	HUNDRED PUBLIC SAFETY, INC	26,600.00
1083636	11-Jan-2024	HUNTER CONTRACTING CO	1,165,374.60
725329	31-Jan-2024	HUNTER CONTRACTING CO (R)	1,356.12
724465	03-Jan-2024	HUYNH, LINH (R)	4,000.00
724670	10-Jan-2024	HUYNH, VINH (R)	54.51
1083848	30-Jan-2024	HYF INVESTCO, LLC	758.00
724866	17-Jan-2024	I-10 PREMIER AUTOSALES (R)	349.54
725106	30-Jan-2024	IH2 PROPERTY BORROWER LP	1,063.00
725107	30-Jan-2024	IH5 PROPERTY BORROWER LP	2,375.00
725108	30-Jan-2024	IH6 PROPERTY BORROWER LP	4,616.00
1083801	30-Jan-2024	IMT CAPITAL VI CHANDLER LLC	14,388.00
724783	17-Jan-2024	INDIGENOUS ENTERPRISE	1,200.00
724560	10-Jan-2024	INGRAM LIBRARY SERVICES	11,864.62
724956	24-Jan-2024	INGRAM LIBRARY SERVICES	4,814.70
1083648	11-Jan-2024	IN-PIPE TECHNOLOGY	11,000.00
724784	17-Jan-2024	INSIGHT PUBLIC SECTOR	16,220.74
724360	03-Jan-2024	INTEGRATED MEDIA SOLUTIONS	34,715.69
725330	31-Jan-2024	INTEGRITY INFRASTRUCTURE (R)	580.24
725245	31-Jan-2024	INTERSTATE BATTERY SYSTEM OF PHX	2,018.28

Payment Number	Payment Date	Vendor Name	Amount
724361	03-Jan-2024	INTERWEST SAFETY SUPPLY LLC	34,580.74
724561	10-Jan-2024	INTERWEST SAFETY SUPPLY LLC	13,431.00
725036	24-Jan-2024	INVESTAR REAL ESTATE (R)	7.79
1083863	30-Jan-2024	INVESTAR REAL ESTATE SPECIALISTS LLC	1,774.00
724562	10-Jan-2024	INVESTIGATIVE RESEARCH INC	470.25
724563	10-Jan-2024	INVOKE, LLC	569,756.00
725246	31-Jan-2024	INVOKE, LLC	3,250.00
725331	31-Jan-2024	ISAAC, FARAH (R)	66.02
724362	03-Jan-2024	IWATER INC	480.00
725109	30-Jan-2024	J & B INVESTMENT	2,300.00
1083601	04-Jan-2024	JACOBO LAW FIRM, PLLC	4,583.34
724466	03-Jan-2024	JAHEED, ARMETI (R)	97.81
1083869	30-Jan-2024	JAIN, VIKAS	1,522.00
1083642	11-Jan-2024	JAMES COOKE & HOBSON	98,688.00
1083751	25-Jan-2024	JAMES COOKE & HOBSON	141,275.27
725247	31-Jan-2024	JANISERV INC	2,500.00
725037	24-Jan-2024	JANULEWIZC, SUSAN (R)	92.88
1083900	30-Jan-2024	JDC INVESTMENTS LLC	1,494.00
1083598	04-Jan-2024	JEFF MARTIN CONSULTING LLC	2,256.25
724928	24-Jan-2024	JEFFERS, CHRISTOPHER SCOTT	1,000.00
724564	10-Jan-2024	JENI MCCUTCHEON, PSY.D., PLLC	4,000.00
724363	03-Jan-2024	JENKINS, SUSAN	3,000.00
1083920	30-Jan-2024	JJBMC PROPERTIES LLC	4,353.00
724929	24-Jan-2024	JOHN DEERE AG & TURF COMMERCIAL BUSINESS DIVISION AND GOVERNMENTAL SALES	8,472.80
725332	31-Jan-2024	JOHNSTON, TINA (R)	7.22
724467	03-Jan-2024	JOLLY, JONATHAN (R)	67.75
724785	17-Jan-2024	JONES & BARTLETT LEARNING LLC	33,724.18
724468	03-Jan-2024	JONES, LAWANDA (R)	52.09
1083905	30-Jan-2024	JONES, PATRICIA A.	2,001.00
724565	10-Jan-2024	JOSEPH PAINTING COMPANY	319,412.50
1083807	30-Jan-2024	JOSHI, PRANAV	2,155.00
725110	30-Jan-2024	JOU, SEN T	5,204.00
1083597	04-Jan-2024	JPCI SERVICES	58,831.20
725111	30-Jan-2024	JRS GUERRERO LIMITED PARTNERSHIP	4,927.00
724566	10-Jan-2024	JUMPBUNCH	6,498.00
725248	31-Jan-2024	JUMPBUNCH	11,392.50
1083596	04-Jan-2024	JUST PLANT DESIGNERS INC	165.00
725112	30-Jan-2024	KACHINA APARTMENTS	5,633.00
724567	10-Jan-2024	KANOPY LLC	2,408.00
724957	24-Jan-2024	KAORI TAKAMURA ART LLC	10,000.00
1083805	30-Jan-2024	KARAMIZAKHERADI, NAVID	2,125.00
724364	03-Jan-2024	KARL BALTUTAT VALUATION SERVICES, LLC	1,900.00
724365	03-Jan-2024	KARY ENVIRONMENTAL SERVICES INC	1,727.68
724786	17-Jan-2024	KARY ENVIRONMENTAL SERVICES INC	12,009.60
725249	31-Jan-2024	KARY ENVIRONMENTAL SERVICES INC	452.85
725113	30-Jan-2024	KASIM, WISAM	4,361.00
1083852	30-Jan-2024	KATZ, JENNIFER ANN	1,188.00
725114	30-Jan-2024	KELLER WILLIAMS REALTY PHOENIX	1,127.00
1083934	30-Jan-2024	KHATRI, SHAH	7,224.00
1083932	30-Jan-2024	KIANPOUR, FARAMARZ	1,299.00
724594	10-Jan-2024	KIM, SE HWAN (R)	120.00
1083594	04-Jan-2024	KIMLEY-HORN AND ASSOCIATES, INC	330.75
1083640	11-Jan-2024	KIMLEY-HORN AND ASSOCIATES, INC	22,050.59
1083694	18-Jan-2024	KIMLEY-HORN AND ASSOCIATES, INC	12,310.18
1083748	25-Jan-2024	KIMLEY-HORN AND ASSOCIATES, INC	36,192.32
724568	10-Jan-2024	KING CONCRETE, INC	623.63
724787	17-Jan-2024	KING CONCRETE, INC	1,167.53
724958	24-Jan-2024	KING CONCRETE, INC	623.63
725250	31-Jan-2024	KING CONCRETE, INC	1,167.53
724694	10-Jan-2024	KING COUNTY HOUSING AUTHORITY	7,803.25
724366	03-Jan-2024	KITCHELL/CEM INC	84,033.00
724959	24-Jan-2024	KITCHELL/CEM INC	42,471.61
725251	31-Jan-2024	KITCHELL/CEM INC	10,920.00

Payment Number	Payment Date	Vendor Name	Amount
725038	24-Jan-2024	KLINK, JULIE (R)	94.11
724469	03-Jan-2024	KLOCK PROPERTIES (R)	50.47
724960	24-Jan-2024	KM FACILITY SERVICES LLC	49,544.67
725252	31-Jan-2024	KM FACILITY SERVICES LLC	63,700.33
724671	10-Jan-2024	K'MOMO INC (R)	377.57
724672	10-Jan-2024	KNEIP, KATERINA (R)	55.77
724470	03-Jan-2024	KOH KOK CHUAN (R)	71.61
724988	24-Jan-2024	KON TIKI MOBILE HOME PARK	28,207.00
1083834	30-Jan-2024	KRAMER, NEAL	1,901.00
724961	24-Jan-2024	KRUE INDUSTRIAL, LLC	5,454.91
1083926	30-Jan-2024	KRUY IN, BUN	1,400.00
724989	24-Jan-2024	KUNKEL, DARYL	550.00
724367	03-Jan-2024	KW ENGINEERING	14,900.00
724962	24-Jan-2024	KYNDRYL, INC	49,929.06
724758	17-Jan-2024	KYRENE JUSTICE COURT	50.00
1083921	30-Jan-2024	LAM, CHI MING	1,595.00
724963	24-Jan-2024	LANGUAGE CONNECTION	822.00
725253	31-Jan-2024	LANGUAGE CONNECTION	213.75
724788	17-Jan-2024	LANGUAGE TESTING INTERNATIONAL	935.00
1083874	30-Jan-2024	LAROUSSI, REDOUANE	1,462.00
1083842	30-Jan-2024	LARSEN DEVELOPMENT LLC	1,125.00
724867	17-Jan-2024	LARSEN, LYNDA (R)	46.75
724368	03-Jan-2024	LAW ENFORCEMENT TRAINING ASSOCIATES INC	375.00
724789	17-Jan-2024	LAW OFFICES OF STEPHANIE LEE EHBRIGHT, ESQ	4,583.34
1083936	30-Jan-2024	LE, KIEU	1,605.00
1083902	30-Jan-2024	LE, THUC	1,607.00
724673	10-Jan-2024	LEE, AMANDA (R)	42.83
724369	03-Jan-2024	LEE, JEFFREY ALLEN	200.00
1083872	30-Jan-2024	LEE, KEVIN	2,560.00
1083914	30-Jan-2024	LEE, LARRY	1,798.00
725278	31-Jan-2024	LEE, YUNG (R)	25.00
725039	24-Jan-2024	LEININGER, JOHN (R)	11.99
725040	24-Jan-2024	LEMONES, KARA (R)	32.97
1083893	30-Jan-2024	LETS REED LLC	650.00
724790	17-Jan-2024	LEVEL 3 COMMUNICATIONS LLC	2,566.36
724791	17-Jan-2024	LEVEL 3 COMMUNICATIONS LLC	5,913.05
725064	25-Jan-2024	LIFELONG FITNESS BY KATHI	3,420.00
725115	30-Jan-2024	LIFEWELL BEHAVIORAL WELLNESS	1,325.00
724595	10-Jan-2024	LIGHT HOUSE OF ARIZONA	95.94
724370	03-Jan-2024	LIGHTING UNLIMITED INC	5,620.16
724569	10-Jan-2024	LIGHTING UNLIMITED INC	766.80
724964	24-Jan-2024	LIGHTING UNLIMITED INC	1,072.90
725254	31-Jan-2024	LIGHTING UNLIMITED INC	155.45
724371	03-Jan-2024	LIM FAMILY MARTIAL ARTS	1,625.00
724674	10-Jan-2024	LIM, NAOMI (R)	40.88
725116	30-Jan-2024	LIN, HEFEN	2,286.00
724675	10-Jan-2024	LIN, WEN-CHIEN (R)	115.99
1083817	30-Jan-2024	LINCOLN, EARLE	1,409.00
724570	10-Jan-2024	LINDSAY ENGINEERING, INC	48.00
724372	03-Jan-2024	LITHO TECH, INC.	8,032.06
725255	31-Jan-2024	LITHO TECH, INC.	5,318.14
1083804	30-Jan-2024	LIU, QIAN	1,358.00
725117	30-Jan-2024	LIU, SUSAN	1,423.00
724850	17-Jan-2024	LODHA, RUSHABH (R)	52.44
724373	03-Jan-2024	LOGAN SIMPSON	2,743.80
724792	17-Jan-2024	LOGOCOMOTION	269.50
724965	24-Jan-2024	LOGOCOMOTION	1,093.03
725256	31-Jan-2024	LOGOCOMOTION	134.75
725065	25-Jan-2024	LOPER, MATTHEW C	15.16
724793	17-Jan-2024	LOPREVITE, MAURIZIO (R)	50.00
1083800	30-Jan-2024	LOTUS REAL ESTATE LLC	1,286.00
724374	03-Jan-2024	LPB HOLDING, LLC	2,100.00
725118	30-Jan-2024	LPB HOLDING, LLC	889.00

Payment Number	Payment Date	Vendor Name	Amount
1083907	30-Jan-2024	LUNDIN, ANDREY	1,477.00
724794	17-Jan-2024	LYFT INC	4,064.56
725119	30-Jan-2024	LYNN, DANNY	132.00
724868	17-Jan-2024	M R TANNER CONSTRUCTION (R)	2,276.04
724966	24-Jan-2024	M. R. TANNER CONSTRUCTION	1,048,266.96
724795	17-Jan-2024	MACKEY, FRANK	100.00
1083792	30-Jan-2024	MACLAY REAL ESTATE, LLC	2,498.00
724676	10-Jan-2024	MAGPANTAY, ARLO (R)	62.00
725120	30-Jan-2024	MAIN STREET RENEWAL LLC	6,780.00
1083806	30-Jan-2024	MAI'S RENTAL LLC	1,993.00
1083945	30-Jan-2024	MAKEY, JAMES	1,476.00
724796	17-Jan-2024	MARICOPA CO DEPT OF ANIMAL CARE & CONTROL	44,624.00
725257	31-Jan-2024	MARICOPA COUNTY	38,750.00
724375	03-Jan-2024	MARICOPA COUNTY ATTORNEY	3,769.37
724797	17-Jan-2024	MARICOPA COUNTY ATTORNEY'S OFFICE	51.00
724967	24-Jan-2024	MARICOPA COUNTY ATTORNEY'S OFFICE	8,497.05
724968	24-Jan-2024	MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT FOUNDATION	25,000.00
724969	24-Jan-2024	MARICOPA COUNTY DEPT OF	84,186.23
725121	30-Jan-2024	MARICOPA COUNTY HOUSING AUTHORITY	150.00
724571	10-Jan-2024	MARICOPA COUNTY TREASURER	15,644.99
724884	18-Jan-2024	MARKET EDGE REALTY LLC	587.00
725122	30-Jan-2024	MARKET EDGE REALTY LLC	2,021.00
725333	31-Jan-2024	MARKS VALLEY GRADING (R)	1,361.30
724869	17-Jan-2024	MARKUNAS, MARGARET (R)	31.03
724870	17-Jan-2024	MARTIN, COURTNEY (R)	100.26
724871	17-Jan-2024	MARTIN, RICHELLE (R)	44.76
724397	03-Jan-2024	MARTIN, ROBERT (R)	85.00
724677	10-Jan-2024	mARTINEZ, MARGARET (R)	61.23
724970	24-Jan-2024	MARTINEZ, RICARDO & NANCY (R)	2,751.00
724678	10-Jan-2024	MARTINSON, BRIAN (R)	29.33
724572	10-Jan-2024	MATHESON TRI-GAS INC	794.32
724971	24-Jan-2024	MATRIX CONSULTING GROUP, LTD	13,200.00
725258	31-Jan-2024	MATRIX CONSULTING GROUP, LTD	21,926.00
724573	10-Jan-2024	MATRIX NEW WORLD ENGINEERING	2,840.00
724798	17-Jan-2024	MATRIX NEW WORLD ENGINEERING	9,531.25
725259	31-Jan-2024	MATRIX NEW WORLD ENGINEERING	3,182.50
724872	17-Jan-2024	MATTISSON, HEATHER (R)	861.54
724574	10-Jan-2024	MAULECO INCORPORATED	14,154.54
725123	30-Jan-2024	MAXFIELD, JONATHAN	553.00
1083646	11-Jan-2024	MCCARTHY BUILDING COMPANIES, INC	2,725,884.55
724972	24-Jan-2024	MCCLAREN WILSON & LAWRIE, INC.	95,554.00
724471	03-Jan-2024	MCCLURE, DAWSON (R)	45.23
724873	17-Jan-2024	MCDONNELL, BOB (R)	526.41
1083906	30-Jan-2024	MCKINDLES, JOHN	3,642.00
1083925	30-Jan-2024	MCKINLEY, ROSS HARRISON	1,053.00
1083894	30-Jan-2024	MCNELIS, JOHN	828.00
725124	30-Jan-2024	MCP CROSSWINDS LLC	8,401.00
724679	10-Jan-2024	MECHEM, DARYL (R)	388.03
725334	31-Jan-2024	MEIER, LEANNE (R)	37.18
724680	10-Jan-2024	MESSICK, KAREN (R)	81.82
724575	10-Jan-2024	METERING SERVICES INC	100,541.16
724376	03-Jan-2024	METROHM USA, INC.	1,834.29
724799	17-Jan-2024	METROHM USA, INC.	5,800.40
725260	31-Jan-2024	METROHM USA, INC.	3,234.86
724800	17-Jan-2024	MGC CONTRACTORS, INC	6,275.61
724973	24-Jan-2024	MGC CONTRACTORS, INC	619,050.37
725261	31-Jan-2024	MGX EQUIPMENT SERVICES LLC	3,364.00
724695	10-Jan-2024	MHK INVESTMENT GROUP, LLC	1,148.00
1083829	30-Jan-2024	MHK INVESTMENT GROUP, LLC	2,094.00
725262	31-Jan-2024	MICHAEL D LEVINE MD, INC	875.00
724576	10-Jan-2024	MIDWEST TAPE	959.73
724377	03-Jan-2024	MILLER MENDEL, INC	320.82
724577	10-Jan-2024	MILLER MENDEL, INC	232.31

Payment Number	Payment Date	Vendor Name	Amount
1083617	10-Jan-2024	MILLER, JEFFERY ROBERT	755.00
1083838	30-Jan-2024	MILLER, JEFFERY ROBERT	2,335.00
1083615	04-Jan-2024	MILLER, SCOTT W	137.00
724681	10-Jan-2024	MILLS, KELLY (R)	74.40
724378	03-Jan-2024	MIMIR'S WATER	3,600.00
724974	24-Jan-2024	MINER OF ARIZONA , LP	11,834.25
725263	31-Jan-2024	MINER OF ARIZONA , LP	990.00
724696	10-Jan-2024	MINNEAPOLIS PUBLIC HOUSING AUTHORITY	803.25
724712	16-Jan-2024	MINOL INC	23.00
725125	30-Jan-2024	MIRA SANTI	1,317.00
724578	10-Jan-2024	MIRACLE RECREATION EQUIPMENT COMPANY, INC	1,977.40
725041	24-Jan-2024	MISAINEN, TOMMA (R)	63.93
725335	31-Jan-2024	MOCHARIA, SRINIVASA (R)	27.01
725042	24-Jan-2024	MOFFETT, KIA (R)	58.45
725126	30-Jan-2024	MOGHARRABI, SOHRAB	1,170.00
724333	03-Jan-2024	MOHAWK AUTOMOTIVE LIFTS SOUTHWEST	4,970.58
724682	10-Jan-2024	MONTENEGRO, CLARA (R)	921.31
725066	25-Jan-2024	MORAN, MYRNA L	77.57
724472	03-Jan-2024	MORENO, SOCORRO (R)	79.11
1083882	30-Jan-2024	MORTENSEN, GLORIA J	1,861.00
724801	17-Jan-2024	MOSAIC PUBLIC PARNTERS LLC	16,050.00
724802	17-Jan-2024	MOTOROLA	2,523,620.16
1083676	11-Jan-2024	MOYERS, KIMBERLY K	393.60
1083899	30-Jan-2024	MRGUDICH, JON A	968.00
1083820	30-Jan-2024	MSRAT, LLC	2,076.00
725336	31-Jan-2024	MU, YAN (R)	74.11
724379	03-Jan-2024	MULLEN COUGHLIN, LLC	552.00
724975	24-Jan-2024	MULLEN COUGHLIN, LLC	330.00
725264	31-Jan-2024	MUNICIPAL EMERGENCY SERVICES INC	61,654.45
724380	03-Jan-2024	MUSA CONSULTING GROUP, LLC	7,046.50
724579	10-Jan-2024	MUSA CONSULTING GROUP, LLC	2,327.50
724683	10-Jan-2024	MYNTER, MARISSA (R)	25.29
1083643	11-Jan-2024	MYTHICS INC	1,114.43
1083696	18-Jan-2024	N HARRIS COMPUTER CORPORATION	423,885.37
724334	03-Jan-2024	N VALLEY JP	432.80
1083865	30-Jan-2024	N/A TOWN SQUARE-65 LP	1,395.00
724580	10-Jan-2024	NATIONAL CARWASH SOLUTIONS INC	1,828.55
724381	03-Jan-2024	NATIONAL CONSTRUCTION RENTALS	6,353.10
724976	24-Jan-2024	NATIONAL TESTING NETWORK INC	4,272.00
724977	24-Jan-2024	NATIONAL WATERPROOFING & ROOFING LLC	7,286.16
724382	03-Jan-2024	NEPALIS AND FRIENDS ASSOCIATION	1,000.00
725265	31-Jan-2024	NESCON, LLC	838.36
725266	31-Jan-2024	NEUDESIC LLC	156,000.00
725267	31-Jan-2024	NFRA INC	15,159.60
1083901	30-Jan-2024	NGUY CONCEPT LLC	2,000.00
725127	30-Jan-2024	NGUYEN, HIEN	2,325.00
724383	03-Jan-2024	NGUYEN, HUNG Q.	1,000.00
1083931	30-Jan-2024	NGUYEN, HUNG Q.	4,396.00
1083942	30-Jan-2024	NGUYEN, NGOC	3,261.00
1083793	30-Jan-2024	NGUYEN, SAMANTHA BAO ANH	2,750.00
1083795	30-Jan-2024	NICHOLAS JOSEPH AGENCY LLC	1,692.00
724697	10-Jan-2024	NINE PACK LLC	3,604.00
1083828	30-Jan-2024	NINE PACK LLC	2,598.00
1083890	30-Jan-2024	NINEVEH PROPERTIES LLC	1,549.00
1083896	30-Jan-2024	NJOROGE, ELIZABETH	1,269.00
724473	03-Jan-2024	NOBIS, JOHN (R)	66.08
724883	18-Jan-2024	NOLD, KERSTIN M	170.85
724384	03-Jan-2024	NOONAN, BURKE	1,760.00
725043	24-Jan-2024	OCHOA, ROXANNE (R)	22.77
725128	30-Jan-2024	OCOTILLO BAY APARTMENTS	23,715.00
724874	17-Jan-2024	O'HARA, CHRISTOPHER (R)	100.63
1083910	30-Jan-2024	OKATI LLC	1,999.00
725044	24-Jan-2024	OKOYE, LATETIA (R)	5.22

Payment Number	Payment Date	Vendor Name	Amount
724385	03-Jan-2024	OLS RESTORATION, INC	2,250.00
724978	24-Jan-2024	OLS RESTORATION, INC	13,495.00
724803	17-Jan-2024	OLSSON, INC	18,685.00
725268	31-Jan-2024	OLSSON, INC	59.58
725129	30-Jan-2024	ON Q PROPERTY MANAGEMENT	4,114.00
724759	17-Jan-2024	OPTUM	3,868.48
725130	30-Jan-2024	OROS, ARSENIO	56.00
724398	03-Jan-2024	OROZCO, RAFAEL A MARTINEZ	800.00
725131	30-Jan-2024	ORTH, AMY	1,671.00
725067	25-Jan-2024	ORTIZ, JOSE M	100.00
724386	03-Jan-2024	OTTO TRUCKING, INC	16,316.05
724582	10-Jan-2024	OTTO TRUCKING, INC	43,668.67
724804	17-Jan-2024	OTTO TRUCKING, INC	27,876.65
724979	24-Jan-2024	OTTO TRUCKING, INC	40,379.23
725269	31-Jan-2024	OTTO TRUCKING, INC	14,400.85
724474	03-Jan-2024	PACE, MARK (R)	81.15
724684	10-Jan-2024	PACHECO, DEBBIE (R)	18.88
725337	31-Jan-2024	PACIFIC OAKMARK CHANDLER LLC (R)	334.27
725045	24-Jan-2024	PAINTER'S COLLISION CHANDLER LLC (R)	321.68
724387	03-Jan-2024	PARAMOUNT STREETLIGHT	12,630.00
724583	10-Jan-2024	PARAMOUNT STREETLIGHT	2,095.00
724980	24-Jan-2024	PARAMOUNT STREETLIGHT	17,475.00
725132	30-Jan-2024	PARKER, DIXIE L.	1,472.00
1083701	18-Jan-2024	PARSUS SOLUTIONS, LLC	46,020.00
1083850	30-Jan-2024	PASHAPOUR NIKU, MAZIAR	2,300.00
1083951	30-Jan-2024	PASQUALINA VITIRITTI TRUSTEE	619.00
724596	10-Jan-2024	PATEL, HETAL (R)	50.00
724388	03-Jan-2024	PATRIOT BOILER	27,866.44
724584	10-Jan-2024	PAUL SAYLOR CREATIVE INC	475.63
725270	31-Jan-2024	PB&J CREATIVE LLC	5,040.00
725338	31-Jan-2024	PCL CIVIL CONSTRUCTION (R)	1,336.14
1083599	04-Jan-2024	PCL CONSTRUCTION INC	64,018.17
1083697	18-Jan-2024	PCL CONSTRUCTION INC	257,812.00
725068	25-Jan-2024	PEARSALL, GARY W	122.05
724875	17-Jan-2024	PEARSON, DUANE (R)	28.44
725339	31-Jan-2024	PEETE, TYBOIA (R)	2,280.83
724389	03-Jan-2024	PEORIA PEST CONTROL INC	6,570.25
724805	17-Jan-2024	PEORIA PEST CONTROL INC	13,396.75
724981	24-Jan-2024	PEORIA PEST CONTROL INC	9,399.25
725340	31-Jan-2024	PEPE, CAROL (R)	65.41
725069	25-Jan-2024	PETREY III, LAWRENCE E	428.00
725133	30-Jan-2024	PHAN, THAO	1,221.00
724585	10-Jan-2024	PHILLIP D LETT, PH.D.	1,500.00
724760	17-Jan-2024	PHILLIP D LETT, PH.D.	1,500.00
724982	24-Jan-2024	PHOENIX NATIONAL LABORATORIES, INC	22,543.90
1083645	11-Jan-2024	PHOENIX PUMPS INC	30,228.79
725271	31-Jan-2024	PHOENIX ZOO	100.00
724698	10-Jan-2024	PINAL COUNTY HOUSING AUTHORITY	1,622.25
1083836	30-Jan-2024	PINDER PROPERTIES, LLC	966.00
724806	17-Jan-2024	PINKSTON, JOHN (R)	1,465.78
724390	03-Jan-2024	PINQUAN, LI (R)	25.00
724807	17-Jan-2024	PLATEAU RESOURCES LLC	262.50
725046	24-Jan-2024	PLATO, CYNTHIA (R)	102.56
724586	10-Jan-2024	PLAY BY PLAY PLAYGROUNDS, LLC	700.00
1083799	30-Jan-2024	PLEASANT DESERT PROPERTIES LLC	2,132.00
1083647	11-Jan-2024	PM PLUMBING & MECHANICAL, INC	8,565.52
1083700	18-Jan-2024	PM PLUMBING & MECHANICAL, INC	2,489.25
725134	30-Jan-2024	PMG PROPERTY MANAGEMENT, LLC	1,351.00
1083595	04-Jan-2024	POLYDYNE, INC.	3,665.97
1083749	25-Jan-2024	POLYDYNE, INC.	10,626.00
725279	31-Jan-2024	POONAWALA, ALTAH	1,260.00
724587	10-Jan-2024	POSTAL STRATEGIES CORPORATION	590.91
1083929	30-Jan-2024	POUCHKAREV, ANDREI	1,505.00

Payment Number	Payment Date	Vendor Name	Amount
724391	03-Jan-2024	PRECISION SWEEPING SERVICES, LLC	1,216.05
724588	10-Jan-2024	PRECISION SWEEPING SERVICES, LLC	1,550.65
724983	24-Jan-2024	PRECISION SWEEPING SERVICES, LLC	4,118.65
725272	31-Jan-2024	PRECISION SWEEPING SERVICES, LLC	1,609.99
724984	24-Jan-2024	PREMIER SW DEV, LLC	9,534.42
725070	25-Jan-2024	PRENDERGAST, MICHAEL R	111.99
724475	03-Jan-2024	PRETORIUS, MARIA (R)	14.69
724392	03-Jan-2024	PRIDE OUTFITTING, LLC	395.46
724589	10-Jan-2024	PRIDE OUTFITTING, LLC	1,060.91
724808	17-Jan-2024	PRIDE OUTFITTING, LLC	5,665.89
724985	24-Jan-2024	PRIDE OUTFITTING, LLC	1,572.00
725273	31-Jan-2024	PRIDE OUTFITTING, LLC	1,280.24
724393	03-Jan-2024	PRO EM	2,997.52
724699	10-Jan-2024	PROEX REALTY MANAGEMENT	1,057.00
1083827	30-Jan-2024	PROEX REALTY MANAGEMENT	2,714.00
1083641	11-Jan-2024	PROFORCE LAW ENFORCEMENT	688.78
725275	31-Jan-2024	PROGRESSIVE URBAN MANAGEMENT ASSOCIATES, INC	7,500.00
724809	17-Jan-2024	PRO-LINE INDUSTRIAL PRODUCTS INC	9,198.82
724986	24-Jan-2024	PRO-PIPE, INC	10,500.00
725274	31-Jan-2024	PRO-PIPE, INC	14,000.00
724685	10-Jan-2024	PROSTAR REALTY (R)	26.25
724399	03-Jan-2024	PROVIDO, SHERWIN JOHN (R)	5.00
725135	30-Jan-2024	PRS PROPERTY MANAGEMENT	2,050.00
1083830	30-Jan-2024	PUNG, SOKENG	4,120.00
725341	31-Jan-2024	PURE PROPERTY MANAGEMENT OF ARIZONA (R)	77.52
725136	30-Jan-2024	QUACH, TAM	1,326.00
724814	17-Jan-2024	QUADIENT FINANCE USA, INC	2,100.00
1083717	18-Jan-2024	QUALITY EMULSIONS LLC	171.94
1083671	11-Jan-2024	QUANTUM INTEGRATED SOLUTIONS INC	3,435.00
1083703	18-Jan-2024	QUANTUM INTEGRATED SOLUTIONS INC	50,388.00
1083756	25-Jan-2024	QUANTUM INTEGRATED SOLUTIONS INC	933,372.94
725214	31-Jan-2024	RADIATION PHYSICS AND ENGINEERING, LLC	700.00
724815	17-Jan-2024	RAILROAD MANAGEMENT COMPANY LLC	5,706.66
724987	24-Jan-2024	RASCONA, NICOLAS	31,165.00
1083786	30-Jan-2024	RAVENSWOOD REALTY	713.00
1083881	30-Jan-2024	RAY ROAD PROPERTY LLC	2,374.00
724400	03-Jan-2024	READY REFRESH	1,842.83
724401	03-Jan-2024	READY REFRESH	3,036.90
725280	31-Jan-2024	READY REFRESH	3,036.90
725281	31-Jan-2024	READY REFRESH	917.10
725137	30-Jan-2024	REALTY EXECUTIVES, AN ARIZONA CORP	2,979.00
1083762	25-Jan-2024	RECREATION AND ATHLETICS FOR INDIVIDUALS WITH DISABILITIES	186.00
724402	03-Jan-2024	REFRIGERATION SUPPLIES DISTRIBUTOR	30.79
724403	03-Jan-2024	REFRIGERATION SUPPLIES DISTRIBUTOR	61.58
724816	17-Jan-2024	REGAL FENCE LLC	2,294.00
1083702	18-Jan-2024	REGIONAL PUBLIC TRANSPORTATION AUTHORITY-VALLEY METRO	38,797.75
724404	03-Jan-2024	RELIANT GASES, LTD.	5,192.76
724597	10-Jan-2024	RELIANT GASES, LTD.	4,644.90
725282	31-Jan-2024	RELIANT GASES, LTD.	4,764.00
724405	03-Jan-2024	REPUBLIC SERVICES INC	684.94
724598	10-Jan-2024	REPUBLIC SERVICES INC	620.86
724817	17-Jan-2024	REPUBLIC SERVICES INC	359.53
724818	17-Jan-2024	REPUBLIC SERVICES INC	667.72
724819	17-Jan-2024	REPUBLIC SERVICES INC	288.30
724820	17-Jan-2024	REPUBLIC SERVICES INC	43,337.84
724990	24-Jan-2024	REPUBLIC SERVICES INC	55,504.66
724991	24-Jan-2024	REPUBLIC SERVICES INC	794.85
724992	24-Jan-2024	REPUBLIC SERVICES INC	177.25
725138	30-Jan-2024	RESICAP ARIZONA OWNER III LLC	3,372.00
724476	03-Jan-2024	REYES, RACHEL (R)	88.29
724821	17-Jan-2024	RFI CONSULTANTS LLC	1,800.00
724993	24-Jan-2024	RFI CONSULTANTS LLC	1,200.00
724406	03-Jan-2024	RICOH USA INC	325.81

Payment Number	Payment Date	Vendor Name	Amount
724599	10-Jan-2024	RICOH USA INC	1,186.78
724822	17-Jan-2024	RICOH USA INC	779.99
724994	24-Jan-2024	RICOH USA INC	7,038.35
725283	31-Jan-2024	RICOH USA INC	98.92
724823	17-Jan-2024	RIDER LEVETT BUCKNALL LTD	15,500.00
1083662	11-Jan-2024	RITOCH-POWELL & ASSOCIATES CONSULTING ENGINEERS INC	70,636.35
1083716	18-Jan-2024	RITOCH-POWELL & ASSOCIATES CONSULTING ENGINEERS INC	1,550.46
724407	03-Jan-2024	RITZ SAFETY LLC	415.47
724600	10-Jan-2024	RITZ SAFETY LLC	497.31
725284	31-Jan-2024	RITZ SAFETY LLC	459.27
725285	31-Jan-2024	RIVER NORTH TRANSIT, LLC	85,909.86
724700	10-Jan-2024	RIVIERA PARK INVESTORS LLC	968.00
725139	30-Jan-2024	RIVIERA PARK INVESTORS LLC	2,487.00
1083887	30-Jan-2024	RJ TORRANCE LLC	454.00
724408	03-Jan-2024	ROBERT YONG DDS (R)	25.00
725140	30-Jan-2024	ROBERTS, CAROL YVONNE	742.00
724477	03-Jan-2024	ROBERTS, JAMES EARL (R)	38.59
724876	17-Jan-2024	ROBERTS, MAUREEN (R)	650.00
724409	03-Jan-2024	ROCHA, LLC	1,668.93
724824	17-Jan-2024	ROCKY MOUNTAIN BLUE LINE CONSULTING, LLC	199.00
1083933	30-Jan-2024	RODRIGUEZ-MESA, IVAN	1,235.00
724704	11-Jan-2024	ROEPER, CATHERINE D	67.53
724877	17-Jan-2024	ROGERS, CHARLIE (R)	94.05
725071	25-Jan-2024	ROGERS, MICHAEL (R)	38.90
725141	30-Jan-2024	RPC CHANDLER APARTMENTS LLC	3,767.00
1083908	30-Jan-2024	RRC INVESTMENTS LLC	1,032.00
724335	03-Jan-2024	RUGGIERO, DONALD (R)	10.00
724410	03-Jan-2024	RUGGIERO'S ACE HARDWARE	1,866.10
724825	17-Jan-2024	RUGGIERO'S ACE HARDWARE	554.01
725286	31-Jan-2024	RUGGIERO'S ACE HARDWARE	552.53
724701	10-Jan-2024	RUSSEY, KAREN (R)	219.00
1083784	30-Jan-2024	RUVOLO, CHARLES C AND LAURIE L	720.00
724411	03-Jan-2024	RWC GROUP	12,435.49
724995	24-Jan-2024	RYAN HERCO FLOW SOLUTIONS	577.30
724478	03-Jan-2024	RYAN, KATHRYN M (R)	45.29
1083723	18-Jan-2024	S J FOWLER REAL ESTATE INC	1,162.00
1083903	30-Jan-2024	S J FOWLER REAL ESTATE INC	5,119.00
725287	31-Jan-2024	SABA SOFTWARE INC	4,154.15
725047	24-Jan-2024	SAHAJWANI, KUMAR (R)	42.26
724486	04-Jan-2024	SALAZAR, ARTURO J	371.00
1083616	04-Jan-2024	SALEH, ZIAD	1,051.00
1083922	30-Jan-2024	SALEH, ZIAD	1,051.00
724412	03-Jan-2024	SALT RIVER PROJECT	6,310.98
724487	04-Jan-2024	SALT RIVER PROJECT	7.13
724705	11-Jan-2024	SALT RIVER PROJECT	199.20
724713	16-Jan-2024	SALT RIVER PROJECT	7,241.00
724930	24-Jan-2024	SALT RIVER PROJECT	25.22
724931	24-Jan-2024	SALT RIVER PROJECT	1,506.86
724996	24-Jan-2024	SALT RIVER PROJECT	1,576.51
725288	31-Jan-2024	SALT RIVER PROJECT	4,720.99
725289	31-Jan-2024	SALT RIVER PROJECT	8,387.24
1083841	30-Jan-2024	SALZMAN, BART	1,479.00
725142	30-Jan-2024	SAN CERVANTES APARTMENTS	763.00
724714	16-Jan-2024	SAN HACIENDA APARTMENTS	843.00
725143	30-Jan-2024	SAN HACIENDA APARTMENTS	2,213.00
724413	03-Jan-2024	SAN TAN FORD	233.70
724826	17-Jan-2024	SAN TAN FORD	49,112.58
724997	24-Jan-2024	SAN TAN FORD	48,282.56
725290	31-Jan-2024	SAN TAN FORD	2,351.65
725144	30-Jan-2024	SAN VALENCIA APARTMENTS LLC	3,854.00
724601	10-Jan-2024	SANDY'S BALLROOM	360.00
1083853	30-Jan-2024	SANTOS, AGNES	393.00
724602	10-Jan-2024	SAR SYSTEMS LLC	143,500.00

Payment Number	Payment Date	Vendor Name	Amount
724827	17-Jan-2024	SARAH'S MUSE	100.00
725048	24-Jan-2024	SAUER, PETER (R)	52.67
725145	30-Jan-2024	SAVAGE, ERIC	1,022.00
724686	10-Jan-2024	SAVAGE, MICHELLE (R)	2,379.22
724878	17-Jan-2024	SAVELIEV, ARIE (R)	56.20
724603	10-Jan-2024	SAVVY PEN	500.00
725049	24-Jan-2024	SCHEELS (R)	20,315.60
724998	24-Jan-2024	SCHNEIDER ELECTRIC SYSTEMS USA INC	37,862.11
1083844	30-Jan-2024	SCHOENFELD, RANDY	2,633.00
724999	24-Jan-2024	SCHRAM, ISA DIOLOLA	344.00
1083821	30-Jan-2024	SCOTT, DAMONE	3,506.00
725342	31-Jan-2024	SCOTT'S DIVERSIFIED CONSTRUCTION (R)	1,364.26
725146	30-Jan-2024	SCREMIN FAMILY LTD	995.00
1083606	04-Jan-2024	SDB CONTRACTING SERVICES	37,995.90
725147	30-Jan-2024	SECURED EQUITIES	906.00
724604	10-Jan-2024	SECURITY TITLE AGENCY, INC	620.00
724605	10-Jan-2024	SECURITY TITLE AGENCY, INC	620.00
724606	10-Jan-2024	SECURITY TITLE AGENCY, INC	620.00
724607	10-Jan-2024	SECURITY TITLE AGENCY, INC	620.00
724608	10-Jan-2024	SECURITY TITLE AGENCY, INC	720.00
724609	10-Jan-2024	SECURITY TITLE AGENCY, INC	820.00
724610	10-Jan-2024	SECURITY TITLE AGENCY, INC	620.00
725291	31-Jan-2024	SECURITY TITLE AGENCY, INC	60.00
1083774	25-Jan-2024	SEGAL COMPANY, THE	8,450.00
724414	03-Jan-2024	SENERGY PETROLEUM, LLC	7,886.53
724828	17-Jan-2024	SENERGY PETROLEUM, LLC	17,396.12
725000	24-Jan-2024	SENERGY PETROLEUM, LLC	8,588.84
725292	31-Jan-2024	SENERGY PETROLEUM, LLC	11,610.84
724611	10-Jan-2024	SEQENT LTD	1,688.50
1083818	30-Jan-2024	SERRANO, DINA DALILA	1,236.00
725148	30-Jan-2024	SETO, MINDY LIU	2,438.00
1083870	30-Jan-2024	SEVEN STRONG ENTERPRISES, LLC	984.00
725343	31-Jan-2024	SEVG ASSOCIATED PROPERTIES (R)	4,472.63
1083858	30-Jan-2024	SFR 2012-1 US WEST LLC	1,252.00
725149	30-Jan-2024	SFR JAVELIN BORROWER LP	2,756.00
1083822	30-Jan-2024	SHAFIQUE, ASHFAQUE B	2,861.00
1083862	30-Jan-2024	SHAHIN, GABRIEL	1,900.00
1083823	30-Jan-2024	SHAMS, SHAIKH	2,650.00
1083854	30-Jan-2024	SHAO, LAN	3,760.00
724415	03-Jan-2024	SHASTA INDUSTRIES	118,570.00
725293	31-Jan-2024	SHASTA INDUSTRIES	268,370.00
724479	03-Jan-2024	SHAWL, LARRY (R)	19.27
724480	03-Jan-2024	SHEEHAN, JULIE (R)	54.31
724612	10-Jan-2024	SHEPHERD, KATHLEEN (R)	40.00
724613	10-Jan-2024	SHERRIE BUZBY PHOTOGRAPHY LLC	885.10
1083667	11-Jan-2024	SHI INTERNATIONAL CORP	1,837.18
724394	03-Jan-2024	SHIRK, MARK ALLEN	1,620.00
1083609	04-Jan-2024	SIERRA TRANSPORTATION & TECHNOLOGIES LLC	6,318.18
724829	17-Jan-2024	SIMPLEVIEW INC	9,018.67
1083940	30-Jan-2024	SINGH, REENA	1,749.00
724830	17-Jan-2024	SINGLETON, MARCY LYNN	2,140.00
724831	17-Jan-2024	SIRRINE MONTESSORI CENTER	840.00
724416	03-Jan-2024	SJ ANDERSON CO, THE	88,200.00
1083847	30-Jan-2024	SJ PROPERTIES LLC	1,442.00
1083923	30-Jan-2024	SKOGLUND, NANCY B	1,500.00
725294	31-Jan-2024	SKYES THE LIMIT FOUNDATION INC	250.00
724417	03-Jan-2024	SKYLINE WINDOW CLEANING	6,305.00
724614	10-Jan-2024	SKYLINE WINDOW CLEANING	98.00
725001	24-Jan-2024	SKYLINE WINDOW CLEANING	1,640.00
725295	31-Jan-2024	SKYLINE WINDOW CLEANING	5,776.00
725296	31-Jan-2024	SMALL MARKET MEETINGS	600.00
725150	30-Jan-2024	SMITH, ANA	1,606.00
724832	17-Jan-2024	SMITH, MARK	1,600.00

Payment Number	Payment Date	Vendor Name	Amount
724418	03-Jan-2024	SMITH, RICK C.	3,380.00
724615	10-Jan-2024	SMITH, RICK C.	3,055.00
725297	31-Jan-2024	SNAPDRAGON ENTERPRISES LLC	4,995.00
724616	10-Jan-2024	SNEDIGAR MARTIAL ARTS	950.00
724419	03-Jan-2024	SOCCER SHOTS TCG	14,752.00
724617	10-Jan-2024	SOL SOURCE PROPERTY SERVICES	525.00
724833	17-Jan-2024	SOLARI, INC	6,250.00
724834	17-Jan-2024	SONORAN SPINE CENTER PC	275.00
724761	17-Jan-2024	SOUTH MOUNTAIN JUSTICE COURT	500.00
724618	10-Jan-2024	SOUTHERN TIRE MART, LLC	484.71
725298	31-Jan-2024	SOUTHERN TIRE MART, LLC	8,681.33
724619	10-Jan-2024	SOUTHLAND ENVELOPE LLC	8,520.51
725344	31-Jan-2024	SOUTHWEST EARTHWORK LLC (R)	1,346.51
725002	24-Jan-2024	SOUTHWEST FABRICATION, LLC	751.25
725299	31-Jan-2024	SOUTHWEST FABRICATION, LLC	2,534.29
724488	04-Jan-2024	SOUTHWEST GAS CORP	14,356.66
724492	04-Jan-2024	SOUTHWEST GAS CORP	80.00
724706	11-Jan-2024	SOUTHWEST GAS CORP	213.45
724932	24-Jan-2024	SOUTHWEST GAS CORP	46,027.16
725300	31-Jan-2024	SOUTHWEST SCENIC GROUP, INC	9,456.34
724620	10-Jan-2024	SOUTHWEST VALVE & EQUIPMENT INC	7,360.00
725003	24-Jan-2024	SOUTHWEST VALVE & EQUIPMENT INC	1,977.33
724395	03-Jan-2024	SOUTHWESTERN ENVIRONMENTAL EDUCATION EXCHANGE	12,866.66
724621	10-Jan-2024	SOUTHWESTERN SCALE COMPANY	771.63
1083791	30-Jan-2024	SOUZANDEH, HAMID	1,807.00
725004	24-Jan-2024	SPARKS KARATE	714.00
1083780	25-Jan-2024	SPIKER SPORTS	3,780.00
724420	03-Jan-2024	SPLASHTACULAR	46,099.50
724622	10-Jan-2024	SPOK, INC	103.96
724421	03-Jan-2024	SPORTS BLING & THINGS	878.97
724835	17-Jan-2024	SPORTS BLING & THINGS	1,398.44
725005	24-Jan-2024	SPORTS BLING & THINGS	1,600.06
724623	10-Jan-2024	SPRINGSTON, GERRIE (R)	61.20
1083604	04-Jan-2024	SPRINKLER WORLD OF AZ INC	75.30
1083661	11-Jan-2024	SPRINKLER WORLD OF AZ INC	92.76
1083714	18-Jan-2024	SPRINKLER WORLD OF AZ INC	423.91
1083777	25-Jan-2024	SPRINKLER WORLD OF AZ INC	232.19
725006	24-Jan-2024	SQUARE CARE	889.28
725301	31-Jan-2024	SQUARE CARE	1,688.64
724836	17-Jan-2024	STABILIZER SOLUTIONS	63,012.40
724624	10-Jan-2024	STANLEY CONSULTANTS INC	1,254.57
725345	31-Jan-2024	STANLEY CONSULTANTS INC	13,204.85
1083611	04-Jan-2024	STANTEC CONSULTING SERVICES INC	10,388.75
1083721	18-Jan-2024	STANTEC CONSULTING SERVICES INC	36,001.50
1083755	25-Jan-2024	STANTEC CONSULTING SERVICES INC	87,476.80
724625	10-Jan-2024	STATE OF ARIZONA	12,130.00
724626	10-Jan-2024	STATE OF ARIZONA	87.00
725007	24-Jan-2024	STATE OF ARIZONA	300.00
725008	24-Jan-2024	STATE OF ARIZONA	43.00
1083773	25-Jan-2024	STAYCLASSYTV, LLC	168.00
725072	25-Jan-2024	STEICHEN, CHAD (R)	54.28
724627	10-Jan-2024	STEWART CONCRETE PIPE & PORT INST. CO., INC.	3,787.00
725151	30-Jan-2024	STONE OAKS APARTMENTS	1,786.00
724715	16-Jan-2024	STONE VIEW PHX LLC	2,652.00
725152	30-Jan-2024	STONE VIEW PHX LLC	3,780.00
1083778	25-Jan-2024	STOTZ EQUIPMENT	349.22
1083876	30-Jan-2024	STRATEGIC CAPITAL ALLIANCE LTD PARTNERSHIP	13,994.00
1083605	04-Jan-2024	SUMMIT ELECTRIC SUPPLY	546.94
724837	17-Jan-2024	SUN MECHANICAL CONTRACTING INC.	20,772.50
725073	25-Jan-2024	SUN MECHANICAL CONTRACTING INC.	787.00
725153	30-Jan-2024	SUN, HONGXIA	2,650.00
724422	03-Jan-2024	SUNBELT RENTALS, INC	16,454.90
725154	30-Jan-2024	SUNDIAL REAL ESTATE LC	752.00

Payment Number	Payment Date	Vendor Name	Amount
725155	30-Jan-2024	SUNDIAL REAL ESTATE LC	873.00
725156	30-Jan-2024	SUNDIAL REAL ESTATE LC	1,210.00
725157	30-Jan-2024	SUNDIAL REAL ESTATE LC	536.00
725158	30-Jan-2024	SUNDIAL REAL ESTATE LC	843.00
725159	30-Jan-2024	SUNDIAL REAL ESTATE LC	1,254.00
725160	30-Jan-2024	SUNDIAL REAL ESTATE LC	252.00
725161	30-Jan-2024	SUNDIAL REAL ESTATE LC	991.00
724879	17-Jan-2024	SUNLAND ASPHALT AND CONSTRUCTION, INC. (R)	1,038.18
724423	03-Jan-2024	SUNNY BREW COFFEE LLC (R)	11.25
1083941	30-Jan-2024	SUNSHINE REALTY LLC	1,217.00
724628	10-Jan-2024	SUPER SMART SHOPPERS	6,489.42
724424	03-Jan-2024	SUPERIOR COURT OF ARIZONA	620.25
725009	24-Jan-2024	SUPERIOR COURT OF ARIZONA	662.00
725302	31-Jan-2024	SUPERIOR COURT OF ARIZONA	694.25
1083779	25-Jan-2024	SUPREME OIL CO	13,669.46
1083912	30-Jan-2024	SURCHIK, EDWARD	1,128.00
724425	03-Jan-2024	SURVEILLANCE SECURITY INC	2,118.00
725303	31-Jan-2024	SURVEYMONKEY INC	12,342.01
725162	30-Jan-2024	SWAY 2014-1 BORROWER LLC	1,726.00
724426	03-Jan-2024	SWCA ENVIRONMENTAL CONSULTANTS	12,831.40
1083851	30-Jan-2024	SWH 2017-1 BORROWER, LP	5,977.00
724427	03-Jan-2024	SWIRES, TIM (R)	35.00
1083664	11-Jan-2024	SYSTEMS ELECTRONICS GROUP	1,377.50
1083710	18-Jan-2024	T Y LIN INTERNATIONAL	3,179.62
724428	03-Jan-2024	T2 PEST SERVICES, INC	80.00
724630	10-Jan-2024	T2 PEST SERVICES, INC	40.00
724842	17-Jan-2024	T2 PEST SERVICES, INC	80.00
725305	31-Jan-2024	T2 PEST SERVICES, INC	80.00
725050	24-Jan-2024	TAH 2018-1 BORROWER LLC (R)	19.80
1083911	30-Jan-2024	TALAI, FRANCESCO	527.00
1083919	30-Jan-2024	TAM, VIVIAN	707.00
724496	08-Jan-2024	TANG, JEANNIE	1,351.00
725163	30-Jan-2024	TANG, JEANNIE	971.00
725010	24-Jan-2024	TANK HOLDING CORP	18,232.40
724429	03-Jan-2024	TDINDUSTRIES INC	2,716.59
725011	24-Jan-2024	TDINDUSTRIES INC	2,716.59
725164	30-Jan-2024	TEAM SIZZLE	2,533.00
724430	03-Jan-2024	TECHNOLOGY INTEGRATORS LLC	1,462.98
725051	24-Jan-2024	TEJADA, LUIS (R)	59.40
724431	03-Jan-2024	TEL TECH NETWORKS, INC.	17,293.61
1083670	11-Jan-2024	TELEVEDA SYSTEMS LLC	4,125.00
724843	17-Jan-2024	TETRA TECH BAS, INC	780.00
724432	03-Jan-2024	THATCHER COMPANY OF ARIZONA, INC	20,149.61
724631	10-Jan-2024	THATCHER COMPANY OF ARIZONA, INC	18,415.21
725165	30-Jan-2024	THE HOUSING PROFESSIONALS LLC	7,479.00
1083709	18-Jan-2024	THE LAW OFFICE OF JARED ALLEN PLLC	4,583.34
1083810	30-Jan-2024	THE LINQ	10,580.00
725166	30-Jan-2024	THE MONICA APARTMENTS	1,050.00
1083663	11-Jan-2024	THE SHANNON S MARTIN CO	8,128.75
725306	31-Jan-2024	THE TERRACES AT TIBURON CONDOMINIUM ASSOCIATION, INC	12,000.00
724707	11-Jan-2024	THOMAS, GRAINNE C	2.82
1083861	30-Jan-2024	THOMASIAN, BIKI	1,404.00
1083835	30-Jan-2024	THOMASIAN, SAAD	1,950.00
725012	24-Jan-2024	THORN RUN PARTNERS, LLC	7,500.00
725167	30-Jan-2024	THR PHOENIX LP	4,224.00
725168	30-Jan-2024	THR PROPERTY BORROWER LP	2,794.00
1083883	30-Jan-2024	THY LLC	582.00
725169	30-Jan-2024	TIDES AT CHANDLER	9,457.00
725074	25-Jan-2024	TILLAR, REGAN E	291.91
725346	31-Jan-2024	TIWARI, NAMO (R)	16.33
724629	10-Jan-2024	T-MOBILE USA, INC	59.50
724838	17-Jan-2024	T-MOBILE USA, INC	386.15
724839	17-Jan-2024	T-MOBILE USA, INC	25.00

Payment Number	Payment Date	Vendor Name	Amount
724840	17-Jan-2024	T-MOBILE USA, INC	25.00
724841	17-Jan-2024	T-MOBILE USA, INC	125.00
725304	31-Jan-2024	T-MOBILE USA, INC	25.00
724433	03-Jan-2024	TOLEMI	73,000.00
725307	31-Jan-2024	TOLTECATL ART LLC	1,100.00
725308	31-Jan-2024	TOPETE/STONEFIELD INC	354.12
725052	24-Jan-2024	TORRES, AIDE (R)	43.78
1083612	04-Jan-2024	TOWN OF GILBERT	170,855.00
1083674	11-Jan-2024	TOWN OF GILBERT	18.36
1083761	25-Jan-2024	TOWN OF GILBERT	171,891.61
724844	17-Jan-2024	TOYOTALIFT OF ARIZONA	46,009.04
725170	30-Jan-2024	TRADELANDS LLC	2,030.00
724632	10-Jan-2024	TRAFFICADE SERVICE INC	5,003.05
725171	30-Jan-2024	TRAN, TOM B	393.00
724434	03-Jan-2024	TRANE U.S. INC	5,658.22
725013	24-Jan-2024	TRANE U.S. INC	31,668.19
724633	10-Jan-2024	TREELAND NURSERIES, INC	10,000.00
725347	31-Jan-2024	TRINITY UNDERGROUND LLC (R)	1,090.93
1083691	18-Jan-2024	TRISTAR ICS, INC	6,238.08
724880	17-Jan-2024	TRUVISTA DEVELOPMENT LLC (R)	1,340.17
725348	31-Jan-2024	TRUVISTA DEVELOPMENT LLC (R)	22.50
724634	10-Jan-2024	UBM ENTERPRISE, INC	663.34
724845	17-Jan-2024	UBM ENTERPRISE, INC	13,930.13
724635	10-Jan-2024	UGC SUPPLY	668.77
1083750	25-Jan-2024	UKG KRONOS SYSTEMS LLC	12,063.17
1083603	04-Jan-2024	UNIFIRST CORPORATION	191.21
1083659	11-Jan-2024	UNIFIRST CORPORATION	175.90
1083711	18-Jan-2024	UNIFIRST CORPORATION	127.51
1083775	25-Jan-2024	UNIFIRST CORPORATION	284.77
724435	03-Jan-2024	UNION PACIFIC RAILROAD COMPANY	587.00
724636	10-Jan-2024	UNITED ROTARY BRUSH CORPORATION	8,624.58
724436	03-Jan-2024	UNITED SITE SERVICES OF ARIZONA, INC.	208.61
724637	10-Jan-2024	UNITED SITE SERVICES OF ARIZONA, INC.	682.40
725014	24-Jan-2024	UNITED SITE SERVICES OF ARIZONA, INC.	379.21
1083768	25-Jan-2024	UNITED STATES POSTAL SERVICES	100,000.00
1083607	04-Jan-2024	UNIVAR USA INC	36,491.17
1083665	11-Jan-2024	UNIVAR USA INC	183,767.44
1083718	18-Jan-2024	UNIVAR USA INC	32,121.47
1083781	25-Jan-2024	UNIVAR USA INC	86,837.99
724336	03-Jan-2024	UNIVERSITY LAKES JUSTICE COURT	50.00
724762	17-Jan-2024	UNIVERSITY LAKES JUSTICE COURT	100.00
1083651	11-Jan-2024	US BANK	325.00
1083652	11-Jan-2024	US BANK	325.00
1083653	11-Jan-2024	US BANK	1,300.00
1083654	11-Jan-2024	US BANK	350.00
1083655	11-Jan-2024	US BANK	1,500.00
1083656	11-Jan-2024	US BANK	425.00
1083657	11-Jan-2024	US BANK	425.00
724638	10-Jan-2024	USP TECHNOLOGIES	90,455.01
1083846	30-Jan-2024	VAKKALANKA, SURYANARAYANA	1,520.00
724493	04-Jan-2024	VALLEY INCOME PROPERTIES	886.00
1083736	25-Jan-2024	VALLEY OF THE SUN UNITED WAY	2,208.00
1083608	04-Jan-2024	VALLEYWIDE GENERATOR SERVICE LLC	1,960.00
1083719	18-Jan-2024	VALLEYWIDE GENERATOR SERVICE LLC	3,738.84
1083771	25-Jan-2024	VALLEYWIDE GENERATOR SERVICE LLC	29,563.15
725172	30-Jan-2024	VENTURA ACQUISITION LLC	1,920.00
724437	03-Jan-2024	VEOLIA WTS USA, INC	5,728.80
725309	31-Jan-2024	VEOLIA WTS USA, INC	11,802.81
1083613	04-Jan-2024	VERIZON WIRELESS	40.07
1083614	04-Jan-2024	VERIZON WIRELESS	1,504.48
1083675	11-Jan-2024	VERIZON WIRELESS	284.16
1083706	18-Jan-2024	VERIZON WIRELESS	444.32
1083707	18-Jan-2024	VERIZON WIRELESS	1,099.99

Payment Number	Payment Date	Vendor Name	Amount
1083708	18-Jan-2024	VERIZON WIRELESS	885.82
1083763	25-Jan-2024	VERIZON WIRELESS	5,280.21
1083764	25-Jan-2024	VERIZON WIRELESS	40.05
1083765	25-Jan-2024	VERIZON WIRELESS	1,498.40
1083766	25-Jan-2024	VERIZON WIRELESS	1,324.87
1083767	25-Jan-2024	VERIZON WIRELESS	885.89
1083627	11-Jan-2024	VERRA MOBILITY	45,525.50
1083772	25-Jan-2024	VERRA MOBILITY	2,361.01
724639	10-Jan-2024	VERTOSOFT LLC	38,537.58
725349	31-Jan-2024	VILLAGE VENTURES RAD LLC (R)	10.87
725015	24-Jan-2024	VINCERE PHYSICIANS GROUP PLLC	62,500.00
724438	03-Jan-2024	VINCON ENGINEERING CONSTRUCTION LLC	11,800.03
724640	10-Jan-2024	VINCON ENGINEERING CONSTRUCTION LLC	2,886.10
725016	24-Jan-2024	VINCON ENGINEERING CONSTRUCTION LLC	607,004.89
725310	31-Jan-2024	VINCON ENGINEERING CONSTRUCTION LLC	46,426.99
725173	30-Jan-2024	VIRDEE, ARVINDER S	1,123.00
1083630	11-Jan-2024	VISION SERVICE PLAN OF ARIZONA	68.96
1083631	11-Jan-2024	VISION SERVICE PLAN OF ARIZONA	6,032.72
1083632	11-Jan-2024	VISION SERVICE PLAN OF ARIZONA	25,576.61
1083788	30-Jan-2024	VISTA ASSET COMPANY LLC	3,554.00
1083790	30-Jan-2024	VISTA STAR COMPANY, LLC	9,689.00
724439	03-Jan-2024	VOCATIONAL DIAGNOSTICS INC	385.00
725017	24-Jan-2024	VOCATIONAL DIAGNOSTICS INC	8,328.50
724846	17-Jan-2024	VOIANCE LANGUAGE SERVICES, LLC	1,102.00
1083634	11-Jan-2024	VOYA FINANCIAL	72,265.18
1083660	11-Jan-2024	VULCAN MATERIALS CO	762.07
1083712	18-Jan-2024	VULCAN MATERIALS CO	619.35
1083776	25-Jan-2024	VULCAN MATERIALS CO	1,049.39
724440	03-Jan-2024	W W WILLIAMS	24,230.89
724641	10-Jan-2024	W W WILLIAMS	8,860.46
725018	24-Jan-2024	W W WILLIAMS	2,638.85
725311	31-Jan-2024	W W WILLIAMS	2,178.72
724590	10-Jan-2024	WALLENTINE CONSULTING LLC	11,880.00
1083672	11-Jan-2024	WASTE MANAGEMENT OF ARIZONA, INC	2,120.54
1083673	11-Jan-2024	WASTE MANAGEMENT OF ARIZONA, INC	3,457.44
1083704	18-Jan-2024	WASTE MANAGEMENT OF ARIZONA, INC	10,691.82
1083705	18-Jan-2024	WASTE MANAGEMENT OF ARIZONA, INC	22,863.49
1083757	25-Jan-2024	WASTE MANAGEMENT OF ARIZONA, INC	41,670.47
1083758	25-Jan-2024	WASTE MANAGEMENT OF ARIZONA, INC	32,479.78
1083759	25-Jan-2024	WASTE MANAGEMENT OF ARIZONA, INC	428.50
1083760	25-Jan-2024	WASTE MANAGEMENT OF ARIZONA, INC	995,729.91
724441	03-Jan-2024	WATER & ENERGY SYSTEMS TECHNOLOGY INC	2,306.75
725019	24-Jan-2024	WATER & ENERGY SYSTEMS TECHNOLOGY INC	7,906.40
724442	03-Jan-2024	WATER SPRINGS ELECTRIC, LLC (R)	11.25
725174	30-Jan-2024	WATER'S EDGE AT OCOTILLO	1,528.00
1083947	30-Jan-2024	WATTS, ELSKA M.	146.00
724687	10-Jan-2024	WAWERU, ALICE (R)	54.14
1083610	04-Jan-2024	WAXIE SANITARY SUPPLY	4,918.61
1083668	11-Jan-2024	WAXIE SANITARY SUPPLY	7,243.52
1083720	18-Jan-2024	WAXIE SANITARY SUPPLY	4,701.51
1083754	25-Jan-2024	WAXIE SANITARY SUPPLY	11,289.19
724847	17-Jan-2024	WEAVER, JOHN (R)	59.72
724481	03-Jan-2024	WEBB, MICHAEL (R)	304.08
1083713	18-Jan-2024	WEBER WATER RESOURCES LLC	4,982.57
724881	17-Jan-2024	WEBER, KEN (R)	43.18
724443	03-Jan-2024	WEDDING BELLES BRIDAL BOUTIQUE LLC (R)	45.00
1083868	30-Jan-2024	WEINBERG, JAMES M	1,446.00
724642	10-Jan-2024	WEST COAST ARBORISTS, INC	27,144.00
725020	24-Jan-2024	WEST COAST ARBORISTS, INC	3,132.00
725312	31-Jan-2024	WEST COAST ARBORISTS, INC	14,268.00
1083658	11-Jan-2024	WESTERN ENVIRONMENTAL EQUIPMENT COMPANY	54,788.60
1083769	25-Jan-2024	WESTERN ENVIRONMENTAL EQUIPMENT COMPANY	17,636.20
724444	03-Jan-2024	WESTERN STATES FIRE PROTECTION CO	4,370.05

Payment Number	Payment Date	Vendor Name	Amount
724643	10-Jan-2024	WESTERN STATES FIRE PROTECTION CO	29,900.00
724644	10-Jan-2024	WESTERN STATES FIRE PROTECTION CO	13,060.00
724848	17-Jan-2024	WESTERN STATES FIRE PROTECTION CO	1,813.00
725021	24-Jan-2024	WESTERN STATES FIRE PROTECTION CO	11,164.80
725313	31-Jan-2024	WESTERN STATES FIRE PROTECTION CO	300.00
725175	30-Jan-2024	WHITMAN, STEVEN	2,789.00
725350	31-Jan-2024	WHITTINGTON, GARY (R)	15.07
724445	03-Jan-2024	WHO TOLD YOU THAT YOU WERE NAKED (R)	45.00
724645	10-Jan-2024	WIENEKE LAW GROUP PLC	2,761.46
724646	10-Jan-2024	WIENEKE LAW GROUP PLC	1,512.50
725022	24-Jan-2024	WIENEKE LAW GROUP PLC	3,745.31
725023	24-Jan-2024	WIENEKE LAW GROUP PLC	1,870.50
725351	31-Jan-2024	WIGHT, HALEY (R)	45.64
724446	03-Jan-2024	WILSON ENGINEERS	367,694.25
725024	24-Jan-2024	WILSON ENGINEERS	266,739.13
724688	10-Jan-2024	WILSON, SHANE (R)	37.83
1083809	30-Jan-2024	WIND RIVER 88 LLC	1,919.00
725025	24-Jan-2024	WINSBERG, WILLIAM (R)	1,432.91
1083666	11-Jan-2024	WIST BUSINESS SUPPLIES & EQUIPMENT	1,863.83
1083770	25-Jan-2024	WIST BUSINESS SUPPLIES & EQUIPMENT	931.78
1083859	30-Jan-2024	WL INVESTMENT LLC	722.00
1083949	30-Jan-2024	WONG, CHRISTOPHER DINH	1,069.00
725053	24-Jan-2024	WONG, KIN (R)	50.44
725314	31-Jan-2024	WRIGHT, WELKER AND PAUOLE (R)	5.00
1083669	11-Jan-2024	WSP USA ENVIRONMENT & INFRASTRUCTURE INC	2,101.50
1083722	18-Jan-2024	WSP USA ENVIRONMENT & INFRASTRUCTURE INC	12,047.64
1083811	30-Jan-2024	WU, LUIS	2,386.00
1083897	30-Jan-2024	WU, SUYUAN LIN	8,085.00
725075	25-Jan-2024	WU, TERESA (R)	83.71
1083878	30-Jan-2024	WUZ 66 RENTAL LLC	2,625.00
725352	31-Jan-2024	WW CLYDE (R)	1,065.70
1083943	30-Jan-2024	XIA, JINGNA	2,167.00
1083915	30-Jan-2024	XIAO, HONG MEI	1,886.00
1083944	30-Jan-2024	XIE, YUN	3,860.00
1083715	18-Jan-2024	Y.S. MANTRI & ASSOCIATES, LLC	4,769.00
725176	30-Jan-2024	YAMASA CO. LTD	1,827.00
1083873	30-Jan-2024	YASSIR, YOUSEF	2,700.00
724482	03-Jan-2024	YEE, CHRISTINA (R)	16.19
725026	24-Jan-2024	YESCO LLC	129,606.00
1083856	30-Jan-2024	YIN, WENBI	1,144.00
724849	17-Jan-2024	YINGLING,ERIK	2,400.00
1083797	30-Jan-2024	YO, TIMOTHY	1,987.00
725315	31-Jan-2024	YOGA'S ARC LLC	475.00
724933	24-Jan-2024	YOUNG REMBRANDTS OF SOUTHEAST PHOENIX	715.00
725353	31-Jan-2024	YOUNG SWENSON & CROSS PAVING INC (R)	1,408.61
725054	24-Jan-2024	YOUNG, KRISTIN (R)	73.54
724763	17-Jan-2024	YOUNGER, CRAIG	225.00
725055	24-Jan-2024	ZAIDAN, MOHAMMAD (R)	32.01
724647	10-Jan-2024	ZASIO ENTERPRISES, INC.	7,646.94
1083918	30-Jan-2024	ZHANG, JUNLI	1,193.00
1083916	30-Jan-2024	ZHANG, QISHENG	2,112.00
725354	31-Jan-2024	ZHAO, PENGHUI (R)	25.14
725177	30-Jan-2024	ZHENG, SHAO MEI	2,200.00
725355	31-Jan-2024	ZIZZO, BARBARA (R)	1,514.05
724689	10-Jan-2024	ZOU, BIN (R)	62.08
1084208	28-Feb-2024	1112 NORTH CALIFORNIA STREET PROPERTY LLC	1,300.00
1084268	28-Feb-2024	1125 CALIFORNIA LLC	2,911.00
725752	15-Feb-2024	1ST CHOICE GENERAL CONTRACTING (R)	135.07
726072	28-Feb-2024	2013-1 IH BORROWER LP	2,351.00
726073	28-Feb-2024	2017-1 IH BORROWER LP	6,513.00
726074	28-Feb-2024	2017-2 IH BORROWER LP	4,161.00
726075	28-Feb-2024	2018-1 IH BORROWER LP	1,700.00
726076	28-Feb-2024	2018-2 IH BORROWER LP	1,860.00

Payment Number	Payment Date	Vendor Name	Amount
726077	28-Feb-2024	2018-4 IH BORROWER LP	2,241.00
1084267	28-Feb-2024	330 N COMANCHE LLC	5,797.00
725788	21-Feb-2024	372 CHIPPEWA LLC	1,137.00
725892	22-Feb-2024	372 CHIPPEWA LLC	1,091.00
726078	28-Feb-2024	372 CHIPPEWA LLC	4,618.00
1084244	28-Feb-2024	847 RAY LLC	12,488.00
725648	14-Feb-2024	A MIND FOR DETAIL INC	12,660.01
725789	21-Feb-2024	A MIND FOR DETAIL INC	1,535.00
725895	28-Feb-2024	A MIND FOR DETAIL INC	650.00
725896	28-Feb-2024	A SWEET PARTY	260.00
725790	21-Feb-2024	A&M NUT AND BOLT INC	7,540.79
725525	07-Feb-2024	A&R VISION LLC	36.91
725842	21-Feb-2024	AAMODT, COLEMAN (R)	91.46
1084277	28-Feb-2024	ABDEKARIM, RABAH	2,088.00
725370	07-Feb-2024	ACE UNIFORMS OF PHOENIX	5,969.74
725650	14-Feb-2024	ACE UNIFORMS OF PHOENIX	5,364.44
725897	28-Feb-2024	ACE UNIFORMS OF PHOENIX	2,335.54
1083967	01-Feb-2024	ACHEN GARDNER CONSTRUCTION LLC	951,558.80
1084133	22-Feb-2024	ACHEN GARDNER CONSTRUCTION LLC	253,814.28
725753	15-Feb-2024	AFFORDABLE FIRE & SAFETY	16,752.12
725898	28-Feb-2024	AFFORDABLE FIRE & SAFETY	25,334.14
725651	14-Feb-2024	AFLAC	324.19
1084188	28-Feb-2024	AGARWAL, ABHISHEK	1,890.00
1084194	28-Feb-2024	AGARWAL, GOVIND KUMAR	3,182.00
726079	28-Feb-2024	AH PROPERTIES	2,139.00
725371	07-Feb-2024	AHEAD, INC	60,847.48
726080	28-Feb-2024	AHMETOVIC, AMILA	2,100.00
1084322	28-Feb-2024	AILEEN CHU HOLDINGS LLC	3,371.00
725372	07-Feb-2024	AIRPARK SIGNS & GRAPHICS	2,366.78
725652	14-Feb-2024	AISPURO, MYRIAM	1,150.00
725653	14-Feb-2024	AJ INVESTORS LLC	2,850.00
1083972	01-Feb-2024	ALL ANIMALS RESCUE & TRANSPORTATION, LLC	2,145.00
1084345	29-Feb-2024	ALL ANIMALS RESCUE & TRANSPORTATION, LLC	1,950.00
1083960	01-Feb-2024	ALL CITY TOWING	156.00
1084007	08-Feb-2024	ALL CITY TOWING	136.00
1084130	22-Feb-2024	ALL CITY TOWING	108.00
1084337	29-Feb-2024	ALL CITY TOWING	48.00
725883	22-Feb-2024	ALL VALLEY MEDIA BLASTING	1,200.00
725373	07-Feb-2024	ALLARD COLLISION LLC	10,518.45
725899	28-Feb-2024	ALLARD COLLISION LLC	2,480.60
725374	07-Feb-2024	ALLIED UNIVERSAL JANITORIAL SERVICES	43,814.61
725654	14-Feb-2024	ALLIED UNIVERSAL JANITORIAL SERVICES	1,070.67
725375	07-Feb-2024	ALLIED UNIVERSAL SECURITY SERVICES	1,630.50
725655	14-Feb-2024	ALLIED UNIVERSAL SECURITY SERVICES	1,306.80
725791	21-Feb-2024	ALLIED UNIVERSAL SECURITY SERVICES	1,188.00
725900	28-Feb-2024	ALLIED UNIVERSAL SECURITY SERVICES	1,188.00
1084201	28-Feb-2024	ALSAMKARI I, LLC	2,566.00
725376	07-Feb-2024	ALTEC INDUSTRIES INC	728.02
1084187	28-Feb-2024	AM PRESTIGE REAL ESTATE, LLC	2,221.00
725656	14-Feb-2024	AM SIGNAL, LLC	2,943.17
725657	14-Feb-2024	ANANIA, DANIEL	73.64
1084199	28-Feb-2024	ANBARI, MOH BASSAM	2,195.00
725377	07-Feb-2024	ANCON	14,149.09
725658	14-Feb-2024	ANCON	53,596.61
725901	28-Feb-2024	ANCON	4,485.59
725378	07-Feb-2024	ANDERSON-MEADOWS REAL ESTATE APPRAISAL	4,200.00
1084060	08-Feb-2024	ANDRAWES, ANTHONY M.	311.00
1084191	28-Feb-2024	ANDRAWES, ANTHONY M.	1,507.00
1083968	01-Feb-2024	ANDREW'S REFRIGERATIONS INC	540.80
1084080	15-Feb-2024	ANTHEM LIFE INSURANCE COMPANY	21,664.15
725659	14-Feb-2024	AP AJ, LLC	62,165.56
725580	08-Feb-2024	APC 2020 INVESTMENT, LLC	1,208.00
726081	28-Feb-2024	APC 2020 INVESTMENT, LLC	17,555.00

Payment Number	Payment Date	Vendor Name	Amount
725660	14-Feb-2024	APEX GROUP	2,820.15
725661	14-Feb-2024	APL ACCESS & SECURITY	18,448.37
725792	21-Feb-2024	APL ACCESS & SECURITY	1,403.36
725902	28-Feb-2024	APL ACCESS & SECURITY	1,862.33
725662	14-Feb-2024	APPRAISAL TECHNOLOGY, LLC	200.00
725663	14-Feb-2024	AQUAFIT CHLORINATION SYSTEMS, LLC	26,261.80
725903	28-Feb-2024	AQUATIC CONSULTING & TESTING INC	6,150.00
725664	14-Feb-2024	ARBORPRO INC	11,385.00
725904	28-Feb-2024	ARCADIS US INC	22,000.88
726082	28-Feb-2024	ARDA, JAMET E	1,690.00
1084076	15-Feb-2024	ARDURRA GROUP, INC	50,462.50
725356	01-Feb-2024	ARANDA, RUBEN J	8.00
725665	14-Feb-2024	ARIANS, RICHARD GERATH	708.66
1084129	22-Feb-2024	ARIZONA 811	1,701.09
725905	28-Feb-2024	ARIZONA ATTORNEY GENERAL	886.41
725666	14-Feb-2024	ARIZONA CART SERVICES, INC	348.00
725906	28-Feb-2024	ARIZONA CYBER THREAT RESPONSE ALLIANCE INC	4,500.00
725907	28-Feb-2024	ARIZONA DEPT OF TRANSPORTATION	10,000.00
725667	14-Feb-2024	ARIZONA ELECTRIC SUPPLY CO	1,290.50
725379	07-Feb-2024	ARIZONA ELEVATOR SOLUTIONS, INC	5,195.36
725668	14-Feb-2024	ARIZONA ELEVATOR SOLUTIONS, INC	157.83
1084319	28-Feb-2024	ARIZONA ELITE PROPERTIES	2,436.00
725908	28-Feb-2024	ARIZONA FIRE CHIEF'S ASSOCIATION, INC	1,500.00
725669	14-Feb-2024	ARIZONA HOUSING, INC	1,018.59
725793	21-Feb-2024	ARIZONA OFFICE TECHNOLOGIES	132.19
1083956	01-Feb-2024	ARIZONA PEST PREVENTION	80.00
1084062	15-Feb-2024	ARIZONA PEST PREVENTION	305.00
1084128	22-Feb-2024	ARIZONA PEST PREVENTION	40.00
1084333	29-Feb-2024	ARIZONA PEST PREVENTION	155.00
725670	14-Feb-2024	ARIZONA POWER AUTHORITY	2,125.18
725360	01-Feb-2024	ARIZONA PUBLIC SERVICE COMPANY	6,470.00
725380	07-Feb-2024	ARIZONA PUBLIC SERVICE COMPANY	54.96
725671	14-Feb-2024	ARIZONA PUBLIC SERVICE COMPANY	4,964.02
725794	21-Feb-2024	ARIZONA PUBLIC SERVICE COMPANY	248.87
725909	28-Feb-2024	ARIZONA PUBLIC SERVICE COMPANY	13,193.52
725381	07-Feb-2024	ARIZONA RUBBER COMPANY, INC	358.08
725910	28-Feb-2024	ARIZONA RUBBER COMPANY, INC	154.76
725382	07-Feb-2024	ARIZONA SOLAR WAVE & ENERGY LLC (R)	45.00
725383	07-Feb-2024	ARIZONA STATE TREASURER	85,917.76
725384	07-Feb-2024	ARIZONA STATE UNIVERSITY OFFICE FOR RESEARCH AND SPONSORED PROJECTS ADMINISTRATION	22,916.67
725795	21-Feb-2024	ARIZONA STATE UNIVERSITY OFFICE FOR RESEARCH AND SPONSORED PROJECTS ADMINISTRATION	22,916.67
725385	07-Feb-2024	ARIZONA'S BEST GARAGE DOOR & REPAIR COMPANY, LLC	26,665.60
1083971	01-Feb-2024	ARIZONA'S BEST, INC	2,551.00
1084015	08-Feb-2024	ARIZONA'S BEST, INC	644.00
1084072	15-Feb-2024	ARIZONA'S BEST, INC	139.00
1084136	22-Feb-2024	ARIZONA'S BEST, INC	1,921.00
1084343	29-Feb-2024	ARIZONA'S BEST, INC	163.00
725991	28-Feb-2024	ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES INC	30.00
1084346	29-Feb-2024	ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES INC	30.00
1083955	01-Feb-2024	ARTISTIC LAND MANAGEMENT INC	3,740.15
1084006	08-Feb-2024	ARTISTIC LAND MANAGEMENT INC	8,781.72
1084061	15-Feb-2024	ARTISTIC LAND MANAGEMENT INC	20,517.09
1084127	22-Feb-2024	ARTISTIC LAND MANAGEMENT INC	37,033.64
1084332	29-Feb-2024	ARTISTIC LAND MANAGEMENT INC	40,986.43
725638	14-Feb-2024	ASHTON WOODS ARIZONA LLC (R)	1,018.69
725386	07-Feb-2024	ASR CONSTRUCTION GROUP LLC	25,813.96
725796	21-Feb-2024	ASR CONSTRUCTION GROUP LLC	105,252.74
1083962	01-Feb-2024	ATTORNEY OF LAW	4,583.34
725387	07-Feb-2024	AUTOBAHN PROPERTIES LLC (R)	45.00
725911	28-Feb-2024	AVIATION MANAGEMENT MANAGEMENT CONSULTING GROUP, INC	6,237.50
725672	14-Feb-2024	AXON ENTERPRISE, INC.	21,603.12
1084271	28-Feb-2024	AZ HOME FOR US	1,792.00
725912	28-Feb-2024	AZ LIGHTING & ELECTRIC LLC	720.00

Payment Number	Payment Date	Vendor Name	Amount
726052	28-Feb-2024	AZ REAL HOLDING LLC (R)	44.36
725673	14-Feb-2024	AZ REAL HOLDINGS LLC	2,150.00
725761	16-Feb-2024	AZ REAL HOLDINGS LLC	1,184.00
726083	28-Feb-2024	AZ REAL HOLDINGS LLC	2,452.00
1083973	01-Feb-2024	AZ REALTY PROPERTY HOLDINGS, LLC	1,362.75
1084059	08-Feb-2024	AZ REALTY PROPERTY HOLDINGS, LLC	2,014.00
1084260	28-Feb-2024	AZ REALTY PROPERTY HOLDINGS, LLC	15,608.00
1084069	15-Feb-2024	AZCEND	540,463.65
1084174	28-Feb-2024	AZLTRE LLC	1,482.00
725388	07-Feb-2024	AZTEC ENGINEERING GROUP, INC	8,910.93
725913	28-Feb-2024	AZTEC ENGINEERING GROUP, INC	1,100.00
725674	14-Feb-2024	B&E APPRAISAL SERVICE LLC	125.00
725914	28-Feb-2024	B&E APPRAISAL SERVICE LLC	648.00
725797	21-Feb-2024	B&F CONTRACTING INC	1,509,954.71
725389	07-Feb-2024	BAKER & TAYLOR, LLC	2,407.14
725798	21-Feb-2024	BAKER & TAYLOR, LLC	887.85
725915	28-Feb-2024	BAKER & TAYLOR, LLC	1,875.60
1084005	08-Feb-2024	BALAR EQUIPMENT CORP	464.24
1084126	22-Feb-2024	BALAR EQUIPMENT CORP	1,525.02
1084331	29-Feb-2024	BALAR EQUIPMENT CORP	136.41
1084003	05-Feb-2024	BANK OF AMERICA	1,120,054.79
725675	14-Feb-2024	BANNER OCCUPATIONAL HEALTH CLINICS	4,777.00
1084300	28-Feb-2024	BARKDOLL PROPERTIES LLC	8,238.00
725390	07-Feb-2024	BARKER RINKER SEACAT ARCHITECTURE	21,215.40
725526	07-Feb-2024	BARNUM FAMILY TRUST (R)	85.17
725676	14-Feb-2024	BARRETT-HOMES CONTRACTORS, INC	3,997.53
725843	21-Feb-2024	BARTEK, MARISA (R)	30.45
725844	21-Feb-2024	BARTISHELL, MICHELLE (R)	59.99
1084168	28-Feb-2024	BASA, VIJAYA KUMAR	2,258.00
725884	22-Feb-2024	BASS, ANDREW T	303.22
725845	21-Feb-2024	BAUMGARTNER, CHHODEN (R)	49.99
726084	28-Feb-2024	BCORE MF ARCHES LLC	52,392.00
726176	29-Feb-2024	BCORE MF ARCHES LLC	1,679.00
725677	14-Feb-2024	BEAM GLOBAL	1,950.00
1084200	28-Feb-2024	BEAUX, CANDACE	1,292.00
725527	07-Feb-2024	BECK, JESSICA (R)	52.21
725799	21-Feb-2024	BECKER, CASSIDY (R)	22.44
1084258	28-Feb-2024	BECKMAN, KRISTI M	2,350.00
725528	07-Feb-2024	BEJARON, GABRIEL (R)	61.01
725529	07-Feb-2024	BELL STEEL INC (R)	1,192.95
725639	14-Feb-2024	BEMIS, RICHARD (R)	102.68
725530	07-Feb-2024	BENTLEY, LLOYD (R)	86.00
1084161	28-Feb-2024	BEST NEIGHBORS, LLC	1,424.00
1084176	28-Feb-2024	BHATT, AMAR BHARAT	1,871.00
725800	21-Feb-2024	BIDDLE & BROWN FENCE CO LLC	2,998.26
1084067	15-Feb-2024	BIG BROTHERS BIG SISTERS OF CENTRAL AZ	20,000.00
1084058	08-Feb-2024	BIG STAR PROPERTIES, LLC	1,677.00
1084074	15-Feb-2024	BIG STAR PROPERTIES, LLC	2,000.00
1084251	28-Feb-2024	BIG STAR PROPERTIES, LLC	13,725.00
726053	28-Feb-2024	BING, MICHAEL (R)	87.07
725391	07-Feb-2024	BINGHAM EQUIPMENT COMPANY	243.72
725392	07-Feb-2024	BLOOD ALCOHOL TESTING & CONSULTING, LLC	300.00
725531	07-Feb-2024	BLUSIEWICZ, JULIE (R)	69.92
1084256	28-Feb-2024	BMF IV AZ LAGUNA VILLAGE LLC	16,306.00
725532	07-Feb-2024	BOATWRIGHT, CHRISTINA (R)	2,306.48
1084243	28-Feb-2024	BOSCHEE, CHARLES L	1,562.00
1084175	28-Feb-2024	BOTROS, ASAMA	1,705.00
725678	14-Feb-2024	BOUND TREE MEDICAL LLC	4,184.23
725916	28-Feb-2024	BOUND TREE MEDICAL LLC	5,982.92
1084075	15-Feb-2024	BOYS & GIRLS CLUBS OF THE VALLEY	15,569.44
725533	07-Feb-2024	BRACKENBURY, EVAN (R)	68.10
1084247	28-Feb-2024	BRAVO, DEBORAH LYNN	1,161.00
726085	28-Feb-2024	BREIT MF LUMIERE CHANDLER LLC	1,345.00

Payment Number	Payment Date	Vendor Name	Amount
1083964	01-Feb-2024	BRENNTAG PACIFIC INC	8,991.62
1084010	08-Feb-2024	BRENNTAG PACIFIC INC	15,741.50
1084132	22-Feb-2024	BRENNTAG PACIFIC INC	24,645.40
1084339	29-Feb-2024	BRENNTAG PACIFIC INC	16,514.00
1083970	01-Feb-2024	BRIGHTVIEW LANDSCAPE SERVICES, INC	1,789.44
1084014	08-Feb-2024	BRIGHTVIEW LANDSCAPE SERVICES, INC	259,946.12
1084071	15-Feb-2024	BRIGHTVIEW LANDSCAPE SERVICES, INC	4,875.50
1084342	29-Feb-2024	BRIGHTVIEW LANDSCAPE SERVICES, INC	17,589.77
1084252	28-Feb-2024	BROADWAY ROAD PROPERTY LLC	1,178.00
725801	21-Feb-2024	BROOKSIES PROPANE	372.00
1084163	28-Feb-2024	BROTHERS TAEKWON DO INC	1,323.00
1083965	01-Feb-2024	BSN SPORTS INC	1,411.61
1084011	08-Feb-2024	BSN SPORTS INC	1,992.05
1084125	15-Feb-2024	BUELT, JULIE K	276.00
725393	07-Feb-2024	BUESING CORPORATION	582.18
725679	14-Feb-2024	BUESING CORPORATION	380.00
725917	28-Feb-2024	BUESING CORPORATION	140.00
726086	28-Feb-2024	BULLSEYE PROPERTY MANAGEMENT, LLC	1,510.00
1084291	28-Feb-2024	BURCH, CHRISTOPHER	1,503.00
725394	07-Feb-2024	BUREAU OF RECLAMATION	4,000.00
1084278	28-Feb-2024	BURNHAM, TIMOTHY	1,190.00
726167	29-Feb-2024	CACCIOLA, MATTHEW DANTE	321.00
726087	28-Feb-2024	CALDWELL PROPERTY SOLUTIONS	1,338.00
1084135	22-Feb-2024	CALIENTE CONSTRUCTION INC	31,277.67
1084341	29-Feb-2024	CALIENTE CONSTRUCTION INC	761,272.21
725802	21-Feb-2024	CAREER CONNECTORS NETWORK	10,000.00
725846	21-Feb-2024	CARSON, DEBRA (R)	97.05
725918	28-Feb-2024	CARTRIGHTS DRAIN SERVICE INC	1,540.00
725395	07-Feb-2024	CASA GRANDE JUSTICE COURT	644.00
725598	14-Feb-2024	CAUSADIAS, JORDAN	1,300.00
725680	14-Feb-2024	CDW GOVERNMENT, LLC	53,813.30
725803	21-Feb-2024	CDW GOVERNMENT, LLC	2,829.44
1083969	01-Feb-2024	CE WILSON CONSULTING, LLC	1,800.00
1084070	15-Feb-2024	CE WILSON CONSULTING, LLC	46,157.50
1083957	01-Feb-2024	CEM-TEC CORPORATION	1,222.84
1084334	29-Feb-2024	CEM-TEC CORPORATION	3,258.00
1083958	01-Feb-2024	CENTRAL ARIZONA PROJECT	446,710.25
1084063	15-Feb-2024	CENTRAL ARIZONA PROJECT	15,600.00
1084335	29-Feb-2024	CENTRAL ARIZONA PROJECT	446,710.25
725396	07-Feb-2024	CENTURY GRAPHICS INC	16,365.05
1084081	15-Feb-2024	CENTURYLINK	3,431.84
725804	21-Feb-2024	CENTURYLINK	12,112.28
725847	21-Feb-2024	CHAN, LILY (R)	43.05
1084249	28-Feb-2024	CHANDLER GARDENS	19,951.00
1084056	08-Feb-2024	CHANDLER PROPERTY DEVELOPMENT ASSOCIATES LTD PTR (231-1)	1,031.00
1084325	28-Feb-2024	CHANDLER PROPERTY DEVELOPMENT ASSOCIATES LTD PTR (231-1)	18,535.00
725534	07-Feb-2024	CHANG, SARAH (R)	56.05
1084066	15-Feb-2024	CHASSE BUILDING TEAM INC	89,814.86
725681	14-Feb-2024	CHILD CRISIS ARIZONA	37,500.00
725919	28-Feb-2024	CHILD CRISIS ARIZONA	7,500.00
725482	07-Feb-2024	CHOI, KWANG KUK (R)	48.00
1084073	15-Feb-2024	CHOICE MAINTENANCE AND ASPHALT SERVICES, LLC	10,584.00
725483	07-Feb-2024	CHUANG, CHENG-LONG	190.00
725397	07-Feb-2024	CINTAS CORPORATION	825.70
725682	14-Feb-2024	CINTAS CORPORATION	1,139.35
725805	21-Feb-2024	CINTAS CORPORATION	357.38
725920	28-Feb-2024	CINTAS CORPORATION	2,356.08
725683	14-Feb-2024	CITY OF CHANDLER	680.63
725684	14-Feb-2024	CITY OF MESA	1,500.00
725702	14-Feb-2024	CITY OF MESA	2,486.55
725921	28-Feb-2024	CITY OF MESA	5,000.00
725361	01-Feb-2024	CITY OF ORLANDO HOUSING AUTHORITY	1,022.25
725592	08-Feb-2024	CITY OF PHOENIX	12.56

Payment Number	Payment Date	Vendor Name	Amount
725806	21-Feb-2024	CITY OF PHOENIX	3,500.00
725807	21-Feb-2024	CITY OF PHOENIX	358,622.93
725922	28-Feb-2024	CITY OF PHOENIX	70.00
725703	14-Feb-2024	CITY OF TEMPE	6,950.06
1083959	01-Feb-2024	CITY WIDE PEST CONTROL INC	266.00
1084336	29-Feb-2024	CITY WIDE PEST CONTROL INC	1,439.00
725685	14-Feb-2024	CLARK HILL PLC	10,059.16
725923	28-Feb-2024	CLARK HILL PLC	11,166.00
725924	28-Feb-2024	CLARK TRANSPORTATION SOLUTIONS	15,964.20
725747	14-Feb-2024	CLAY, ROSHANDA (R)	10,510.37
1083954	01-Feb-2024	CLEANVIEW SEWER INSPECTIONS LLC	400.00
1084004	08-Feb-2024	CLEANVIEW SEWER INSPECTIONS LLC	16,129.70
1084330	29-Feb-2024	CLEANVIEW SEWER INSPECTIONS LLC	12,525.09
725686	14-Feb-2024	COBWEBS AMERICA INC	4,725.00
725398	07-Feb-2024	COLE ARCHITECTS, PLLC	4,191.06
725687	14-Feb-2024	COLE ARCHITECTS, PLLC	2,794.04
725399	07-Feb-2024	COMMERCIAL POOL REPAIR	4,662.57
725688	14-Feb-2024	COMMERCIAL POOL REPAIR	23,124.69
725925	28-Feb-2024	COMMERCIAL POOL REPAIR	15,109.34
725689	14-Feb-2024	COMPUTER AID, INC	15,000.00
725808	21-Feb-2024	COMPUTER AID, INC	258,354.73
1084064	15-Feb-2024	CONSULTANT ENGINEERING INC	13,305.85
1084013	08-Feb-2024	CONTINENTAL FLOORING CO	4,162.00
1084340	29-Feb-2024	CONTINENTAL FLOORING CO	3,571.60
725941	28-Feb-2024	COOPER, JACK (R)	25.00
725400	07-Feb-2024	CORE & MAIN LP	17,535.22
725690	14-Feb-2024	CORE & MAIN LP	280.28
725809	21-Feb-2024	CORE & MAIN LP	3,729.67
725926	28-Feb-2024	CORE & MAIN LP	14,012.50
725401	07-Feb-2024	CORE CONSTRUCTION INC	395,011.72
1084223	28-Feb-2024	COSTALES, ABEL	706.00
725810	21-Feb-2024	COX BUSINESS	827.50
725402	07-Feb-2024	CRAWFORD MECHANICAL SERVICES, LLC	1,231.00
725848	21-Feb-2024	CRESONG, RON (R)	10.87
725640	14-Feb-2024	CROSTHWAITE, ALYSSA (R)	62.13
725811	21-Feb-2024	CROWLEY COMMUNICATIONS LLC	500.00
725403	07-Feb-2024	CUTTERS DOCUMENT DESTRUCTION, LLC	199.90
725927	28-Feb-2024	CUTTERS DOCUMENT DESTRUCTION, LLC	99.95
725691	14-Feb-2024	D L SALES CORP	11,577.29
1084210	28-Feb-2024	DAVID INVESTMENT LLC	289.00
725404	07-Feb-2024	DAVIDSON & BELLUSO, INC	150,000.00
725405	07-Feb-2024	DAY AUTO SUPPLY, INC	5,407.51
725692	14-Feb-2024	DAY AUTO SUPPLY, INC	339.38
725812	21-Feb-2024	DAY AUTO SUPPLY, INC	1,278.33
725928	28-Feb-2024	DAY AUTO SUPPLY, INC	2,235.72
725813	21-Feb-2024	DCS CONTRACTING INC	37,805.53
725581	08-Feb-2024	DEARMON, VANESSA (R)	111.00
725406	07-Feb-2024	DECA SOUTHWEST	701.97
725693	14-Feb-2024	DECA SOUTHWEST	1,890.40
725814	21-Feb-2024	DECA SOUTHWEST	1,016.90
725929	28-Feb-2024	DECA SOUTHWEST	9,600.15
725815	21-Feb-2024	DELGADO, DJ (R)	30.00
725694	14-Feb-2024	DELTA DENTAL OF ARIZONA	216,265.18
725695	14-Feb-2024	DELTA DENTAL OF ARIZONA	10,782.45
725582	08-Feb-2024	DENG, ABRAHAM (R)	1,130.00
1083963	01-Feb-2024	DENNIS L LOPEZ & ASSOCIATES LLC	700.00
1084009	08-Feb-2024	DENNIS L LOPEZ & ASSOCIATES LLC	1,400.00
725816	21-Feb-2024	DESERT PLUNGE LLC	16,085.39
725407	07-Feb-2024	DESERT TOX, LLC	310.60
725535	07-Feb-2024	DESILVA, VANESSA (R)	12.00
725536	07-Feb-2024	DESPAIN, HOLLY (R)	71.58
1083961	01-Feb-2024	DEVAU HUMAN RESOURCES	11,870.31
1084008	08-Feb-2024	DEVAU HUMAN RESOURCES	34,979.77

Payment Number	Payment Date	Vendor Name	Amount
1084065	15-Feb-2024	DEVAU HUMAN RESOURCES	13,608.43
1084131	22-Feb-2024	DEVAU HUMAN RESOURCES	3,568.23
1084338	29-Feb-2024	DEVAU HUMAN RESOURCES	33,272.97
725408	07-Feb-2024	DEVENUTO, KATHERN	150.00
725696	14-Feb-2024	DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC	133,981.35
725930	28-Feb-2024	DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC	7,179.00
725409	07-Feb-2024	DIBBLE CM, LLC	89,463.00
725817	21-Feb-2024	DIBBLE CM, LLC	3,325.00
725931	28-Feb-2024	DIBBLE CM, LLC	117,729.74
725537	07-Feb-2024	DIEHL, RYAN (R)	52.43
725932	28-Feb-2024	DJ FLOW ENTERTAINMENT	450.00
725410	07-Feb-2024	DIRON	600.00
726088	28-Feb-2024	DO, HUNG VAN	908.00
725818	21-Feb-2024	DOOLEY ENTERPRISES, INC	18,576.73
726089	28-Feb-2024	DOUGLAS, SHAWN K	2,656.00
725849	21-Feb-2024	DOYAL, ROY (R)	18.10
725411	07-Feb-2024	DPC ENTERPRISES LP	27,197.27
725697	14-Feb-2024	DPC ENTERPRISES LP	10,187.30
725704	14-Feb-2024	DPC ENTERPRISES LP	21,455.86
725762	21-Feb-2024	DPC ENTERPRISES LP	8,950.99
725819	21-Feb-2024	DPC ENTERPRISES LP	17,841.98
725933	28-Feb-2024	DPC ENTERPRISES LP	8,732.53
725942	28-Feb-2024	DPC ENTERPRISES LP	18,118.60
726168	29-Feb-2024	DWIGGINS, THOMAS E	866.96
1083966	01-Feb-2024	DYE CARBONIC	469.26
1084012	08-Feb-2024	DYE CARBONIC	1,390.74
1084068	15-Feb-2024	DYE CARBONIC	798.22
1084351	29-Feb-2024	DYE CARBONIC	1,193.57
725850	21-Feb-2024	DYKSTRA, RANDY (R)	2,537.94
1084016	08-Feb-2024	DYNAMIC OFFICIALS AND SPORTS	3,783.00
1084344	29-Feb-2024	DYNAMIC OFFICIALS AND SPORTS	2,379.00
725763	21-Feb-2024	EAR PROFESSIONAL AUDIO VIDEO	1,000.00
725420	07-Feb-2024	EARNHARDT	2,205.88
725764	21-Feb-2024	EARNHARDT	1,999.51
725943	28-Feb-2024	EARNHARDT	647.05
725944	28-Feb-2024	EARNHARDT	4,867.18
725421	07-Feb-2024	EARNHARDT CHEVROLET	2,392.06
725705	14-Feb-2024	EARNHARDT CHEVROLET	1,428.97
1084323	28-Feb-2024	EDB ENTERPRISE LLC	2,158.00
1084315	28-Feb-2024	EKSS LLC	2,057.00
725754	15-Feb-2024	ELLIS, CHRISTINE T D	75.00
725821	21-Feb-2024	ELLIS, WYATT (R)	40.00
725538	07-Feb-2024	ELOMERI, MOHAMED (R)	107.90
725945	28-Feb-2024	ELONTEC, LLC	2,442.69
725706	14-Feb-2024	EMCOR SERVICES ARIZONA	400.00
725422	07-Feb-2024	EMETAN CORPORATION (R)	93.75
725539	07-Feb-2024	ENGLEHART, CHAD (R)	75.57
725946	28-Feb-2024	ENNIS-FLINT, INC	39,957.68
725707	14-Feb-2024	ENVIRONMENTAL DRAIN & ODOR CONTROL SERVICES LLC	560.00
725947	28-Feb-2024	ENVIRONMENTAL DRAIN & ODOR CONTROL SERVICES LLC	6,720.00
725423	07-Feb-2024	ENVISIONWARE, INC	3,369.68
1084311	28-Feb-2024	EPICENTER HOLDINGS LLC	1,657.00
725948	28-Feb-2024	EPS GROUP INC	5,827.50
725949	28-Feb-2024	EQUIFAX WORKFORCE SOLUTIONS LLC	6,491.09
726090	28-Feb-2024	ESHAQ, MUNAIM GEORGE ABU	612.00
725748	14-Feb-2024	ESPINOZA, MARISELA (R)	5,000.00
1084086	15-Feb-2024	ESRI INC	199,386.88
725540	07-Feb-2024	ETS GOODE PROPERTIES (R)	387.29
1084139	22-Feb-2024	EUREKA PRODUCTIONS, INC	5,623.50
1083979	01-Feb-2024	EWING IRRIGATION PRODUCTS INC	1,856.89
1084031	08-Feb-2024	EWING IRRIGATION PRODUCTS INC	2,804.52
1084092	15-Feb-2024	EWING IRRIGATION PRODUCTS INC	4,810.99
1084141	22-Feb-2024	EWING IRRIGATION PRODUCTS INC	1,489.22

Payment Number	Payment Date	Vendor Name	Amount
1084354	29-Feb-2024	EWING IRRIGATION PRODUCTS INC	2,993.35
725424	07-Feb-2024	EXERPLAY INC	126,287.31
725950	28-Feb-2024	EXERPLAY INC	975.60
725425	07-Feb-2024	FACILITEQ AZ LLC	5,714.89
725426	07-Feb-2024	FACTORY MOTOR PARTS COMPANY	887.58
725765	21-Feb-2024	FACTORY MOTOR PARTS COMPANY	870.82
725951	28-Feb-2024	FACTORY MOTOR PARTS COMPANY	3,413.38
726091	28-Feb-2024	FARNSWORTH REALTY & MANAGEMENT	1,940.00
726092	28-Feb-2024	FASHION CENTER ACQUISITION LLC	1,393.00
726054	28-Feb-2024	FENSKE, SUSAN (R)	300.22
725427	07-Feb-2024	FERGUSON ENTERPRISES, LLC	1,620.83
725766	21-Feb-2024	FERGUSON ENTERPRISES, LLC	571.41
725952	28-Feb-2024	FERGUSON ENTERPRISES, LLC	1,979.28
725641	14-Feb-2024	FIALKAW, ETHAN (R)	60.26
725953	28-Feb-2024	FIDELITY NATIONAL TITLE AGENCY INC	122,757.00
725954	28-Feb-2024	FIDELITY NATIONAL TITLE AGENCY INC	9,247.00
725708	14-Feb-2024	FIELDPRINT, INC	123.75
1084171	28-Feb-2024	FINNEY, JESSE	1,746.00
725955	28-Feb-2024	FIRECATT, LLC	13,386.21
725956	28-Feb-2024	FITSCHEN, RICHARD (R)	10.89
725362	01-Feb-2024	FLAGSTAFF HOUSING AUTHORITY	2,476.25
725709	14-Feb-2024	FLEMING, JEROME	1,100.00
1084017	08-Feb-2024	FLEXIBLE BENEFIT ADMINISTRATORS INC	797.50
1084083	15-Feb-2024	FLEXIBLE BENEFIT ADMINISTRATORS INC	942.20
1084347	29-Feb-2024	FLEXIBLE BENEFIT ADMINISTRATORS INC	842.50
725583	08-Feb-2024	FLINT HOUSE, LLC	729.00
725710	14-Feb-2024	FLINT HOUSE, LLC	2,835.00
1084169	28-Feb-2024	FLINT HOUSE, LLC	1,007.00
725428	07-Feb-2024	FLYERS ENERGY LLC	20,326.00
725363	01-Feb-2024	FNU NOVITA	2,171.00
1084170	28-Feb-2024	FNU NOVITA	2,171.00
1084281	28-Feb-2024	FOCUS LLC	3,057.00
726093	28-Feb-2024	FOOTHILLS REALTY & MANAGEMENT	2,233.00
725711	14-Feb-2024	FOR OUR CITY-CHANDLER	15,000.00
725712	14-Feb-2024	FORENSIC PIECES, INC	465.00
725429	07-Feb-2024	FORMULA STRETCH (R)	11.25
725851	21-Feb-2024	FORNEY, GINA (R)	36.73
725755	15-Feb-2024	FORNICOLA, MICHAEL M	12.49
1084020	08-Feb-2024	FOSTER ELECTRIC MOTOR SERVICE, INC	400.00
1084138	22-Feb-2024	FOSTER ELECTRIC MOTOR SERVICE, INC	9,702.94
726169	29-Feb-2024	FOX, JEFFREY T	131.00
725430	07-Feb-2024	FPS CIVIL LLC	230,477.63
725431	07-Feb-2024	FREIGHTLINER OF ARIZONA LLC	87.58
725957	28-Feb-2024	FREIGHTLINER OF ARIZONA LLC	691.77
1084289	28-Feb-2024	FRESNO INVESTMENTS	1,822.00
725432	07-Feb-2024	FRUTH GROUP INC	901.73
725958	28-Feb-2024	FRUTH GROUP INC	23.37
725959	28-Feb-2024	FSL HOME IMPROVEMENTS	12,367.40
1084087	15-Feb-2024	FULL SPECTRUM GROUP, LLC	9,141.00
725433	07-Feb-2024	FUSHICHO DAIKO, LLC	900.00
725541	07-Feb-2024	G TREE LLC (R)	76.20
725960	28-Feb-2024	GADDY, KAREN (R)	27.80
725593	08-Feb-2024	GAJANAN LLC	48,000.00
726055	28-Feb-2024	GALBAUGH, DEBRA (R)	55.21
725713	14-Feb-2024	GAMETIME	2,679.28
725961	28-Feb-2024	GAMETIME	961.39
726094	28-Feb-2024	GANAPATHY, RAMSUNDAR	2,051.00
726095	28-Feb-2024	GANI, OSAMA S	1,422.00
725412	07-Feb-2024	GARCIA, ADRIAN	200.00
725767	21-Feb-2024	GAVAN & BARKER INC	2,877.50
725962	28-Feb-2024	GAVAN & BARKER INC	6,410.70
1084189	28-Feb-2024	GHAFOOR, BAN ABDUL	1,648.00
1084183	28-Feb-2024	GHAMRAOUI, SABAH K	1,827.00

Payment Number	Payment Date	Vendor Name	Amount
725714	14-Feb-2024	GHD INC	72,928.75
726096	28-Feb-2024	GHOMRAWI, ABDALLAH	663.00
725768	21-Feb-2024	GILA RIVER INDIAN COMMUNITY	12,500.46
725963	28-Feb-2024	GILA RIVER INDIAN COMMUNITY UTILITY AUTHORITY	25,511.44
725769	21-Feb-2024	GILA RIVER TELECOMMUNICATION	219.91
725934	28-Feb-2024	GILBERT MUNICIPAL COURT	400.00
1084297	28-Feb-2024	GILBERT, JUSTIN	909.00
725542	07-Feb-2024	GILBERT, KEIFER (R)	17.32
1084293	28-Feb-2024	GILBERT, THURMAN	1,905.00
1084212	28-Feb-2024	GIRGIS, JAKLINE	2,086.00
1084234	28-Feb-2024	GJONZENELI, MURAT	5,393.00
1084261	28-Feb-2024	GO GET IT INVESTMENTS LLC	903.00
1083982	01-Feb-2024	GOERING, ROBERT, RUBIN, BROGNA, ENOS & TREADWELL-RUBIN, P.C.	1,077.52
1084036	08-Feb-2024	GOERING, ROBERT, RUBIN, BROGNA, ENOS & TREADWELL-RUBIN, P.C.	17.50
725434	07-Feb-2024	GOING ON FAITH	200.00
1084265	28-Feb-2024	GOLD COAST REALTY	2,093.00
1084166	28-Feb-2024	GOLD STONE INVESTMENT LLC	2,000.00
726097	28-Feb-2024	GOLD TRUST REALTY	6,783.00
725749	14-Feb-2024	GOMEZ, REGINA (R)	10,638.95
725543	07-Feb-2024	GOMEZ-RODRIGUEZ, BRENDA (R)	161.14
725715	14-Feb-2024	GONZALES, JESSICA	11,000.00
725435	07-Feb-2024	GONZALES, LINDSAY (R)	45.00
725436	07-Feb-2024	GONZALEZ & SMITH, P. C.	4,583.34
725642	14-Feb-2024	GOODALL, MARLINDA (R)	235.16
1083980	01-Feb-2024	GOODMANS INTERIOR STRUCTURES	1,057.01
1084032	08-Feb-2024	GOODMANS INTERIOR STRUCTURES	1,053.48
725437	07-Feb-2024	GORDWIN LAW, PLLC	4,583.34
1084220	28-Feb-2024	GORE, VIPUL	1,267.00
1084287	28-Feb-2024	GOVINDARAJAN, OMKAR	2,487.00
725438	07-Feb-2024	GRAINGER	468.23
725716	14-Feb-2024	GRAINGER	3,822.55
725717	14-Feb-2024	GRAINGER	5,013.28
725770	21-Feb-2024	GRAINGER	2,654.44
725964	28-Feb-2024	GRAINGER	3,865.41
725718	14-Feb-2024	GRANITE CONSTRUCTION COMPANY	802,285.08
725771	21-Feb-2024	GRAY QUARTER, INC	1,480.00
725439	07-Feb-2024	GREAT TRAINING LLC	1,955.00
1084144	22-Feb-2024	GREATER PHOENIX LAW, PLLC	9,166.68
1084089	15-Feb-2024	GREEN & BAKER LTD	1,677.00
725852	21-Feb-2024	GREEN, SAMANTHA (R)	448.05
725719	14-Feb-2024	GROUND CONTROL LLC	131,492.82
725772	21-Feb-2024	GROUND CONTROL LLC	17,319.35
725364	01-Feb-2024	GRS INVESTMENT COMPANY, LLC	886.00
726098	28-Feb-2024	GRS INVESTMENT COMPANY, LLC	886.00
1084233	28-Feb-2024	GUERRERO, LAURIE	2,180.00
1084230	28-Feb-2024	GUERRERO, ROSE	3,073.00
726170	29-Feb-2024	GUEVARA, MARTIN D	194.00
725440	07-Feb-2024	GUNTRAC, LLC	2,010.00
725441	07-Feb-2024	GYM TECH LLC	391.90
725442	07-Feb-2024	HACH COMPANY	2,915.07
725773	21-Feb-2024	HACH COMPANY	2,300.46
725965	28-Feb-2024	HACH COMPANY	1,480.96
1084306	28-Feb-2024	HADAWAY, MICHELLE VIVIANNE	1,502.00
1084294	28-Feb-2024	HADEED, JAMES	1,714.00
726056	28-Feb-2024	HAHNEL, KA-YI (R)	48.64
1084224	28-Feb-2024	HALL, ERIC	982.00
1084214	28-Feb-2024	HAMMEL INVESTMENTS, LLC	2,061.00
725853	21-Feb-2024	HANCOCK S-REIT CHANDLER, LLC (R)	327.05
1084237	28-Feb-2024	HANDZEL, SHARON C	1,306.00
1084190	28-Feb-2024	HARINAV LLC	3,018.00
725443	07-Feb-2024	HAROLD PIERSON COMMUNICATIONS	350.00
725966	28-Feb-2024	HAROLD PIERSON COMMUNICATIONS	1,100.00
726057	28-Feb-2024	HARRIS, JOE (R)	71.32

Payment Number	Payment Date	Vendor Name	Amount
1084257	28-Feb-2024	HARTFORD APARTMENTS	3,550.00
725885	22-Feb-2024	HARTKE, KEVIN	176.16
725967	28-Feb-2024	HARVEY LAW PLLC	22,197.50
725720	14-Feb-2024	HAWKEYE ELECTRIC INC	4,880.00
1084219	28-Feb-2024	HAZELTINE RENTALS LLC	2,000.00
725444	07-Feb-2024	HAZEN AND SAWYER	111,838.75
725721	14-Feb-2024	HAZEN AND SAWYER	15,811.25
726099	28-Feb-2024	HCL LLC	1,121.00
725722	14-Feb-2024	HDR ENGINEERING INC	10,840.00
1083985	01-Feb-2024	HEINFELD, MEECH & CO PC	2,812.50
725544	07-Feb-2024	HELZER, LISA (R)	35.37
725968	28-Feb-2024	HENDERSON BELTWAY, LLC	6,538.88
1084207	28-Feb-2024	HENES, HAIDY	1,190.00
725445	07-Feb-2024	HENNEN PUBLISHING & MARKETING GROUP	1,074.52
726171	29-Feb-2024	HERBERT, ELIZABETH A	107.98
1084275	28-Feb-2024	HERNANDEZ, ERIBERTO	1,442.00
1084222	28-Feb-2024	HOANG, BUUCHAU QUOC	2,946.00
725854	21-Feb-2024	HOLEFOUR INVESTMENTS (R)	65.76
1084018	08-Feb-2024	HORIZON DISTRIBUTORS INC	2,454.01
1084348	29-Feb-2024	HORIZON DISTRIBUTORS INC	1,399.30
725855	21-Feb-2024	HORNAK, ROBERT (R)	104.62
725413	07-Feb-2024	HOSEPOWERUSA AND/OR COMPLETE SAFETY	98.04
725935	28-Feb-2024	HOSEPOWERUSA AND/OR COMPLETE SAFETY	58.87
725365	01-Feb-2024	HOUSING AUTHORITY OF JOLIET	2,215.25
725366	01-Feb-2024	HOUSING AUTHORITY OF SAN DIEGO	1,543.25
1084358	29-Feb-2024	HUBER TECHNOLOGY, INC	136,520.00
726100	28-Feb-2024	HUERTA, JUANITA	160.00
725643	14-Feb-2024	HUFFHINES, DANIEL (R)	52.44
725446	07-Feb-2024	HUITT-ZOLLARS, INC	12,506.61
725723	14-Feb-2024	HUITT-ZOLLARS, INC	7,809.17
725484	07-Feb-2024	HUNSAKER, TED	620.00
1083974	01-Feb-2024	HUNTER CONTRACTING CO	1,018,178.73
1084084	15-Feb-2024	HUNTER CONTRACTING CO	1,980,179.20
725856	21-Feb-2024	HUTCHINSON, JIMMIE (R)	87.19
725724	14-Feb-2024	ICAN	75,000.00
725485	07-Feb-2024	ICHIKAWA, MASAMI (R)	141.00
726101	28-Feb-2024	IH2 PROPERTY BORROWER LP	1,063.00
726102	28-Feb-2024	IH5 PROPERTY BORROWER LP	2,375.00
726103	28-Feb-2024	IH6 PROPERTY BORROWER LP	4,616.00
1084159	22-Feb-2024	IMT CAPITAL VI CHANDLER LLC	331.00
1084165	28-Feb-2024	IMT CAPITAL VI CHANDLER LLC	15,963.00
1084378	29-Feb-2024	IMT CAPITAL VI CHANDLER LLC	668.00
725447	07-Feb-2024	INGRAM LIBRARY SERVICES	8,930.34
725969	28-Feb-2024	INGRAM LIBRARY SERVICES	16,889.72
1083984	01-Feb-2024	IN-PIPE TECHNOLOGY	11,000.00
725857	21-Feb-2024	INTERNAP CORPORATION (R)	2,090.99
725448	07-Feb-2024	INTERNATIONAL DOWNTOWN ASSOCIATION	2,750.00
725449	07-Feb-2024	INTERWEST SAFETY SUPPLY LLC	791.69
725970	28-Feb-2024	INTERWEST SAFETY SUPPLY LLC	14,627.35
725725	14-Feb-2024	INTL BOARD OF CREDENTIALING AND CONTINUING EDUCATION STDS LLC	9,927.00
1084264	28-Feb-2024	INVESTAR REAL ESTATE SPECIALISTS LLC	1,774.00
726104	28-Feb-2024	J & B INVESTMENT	2,300.00
1083975	01-Feb-2024	J2 ENGINEERING & ENVIRONMENTAL DESIGN, LLC	1,900.00
1084022	08-Feb-2024	J2 ENGINEERING & ENVIRONMENTAL DESIGN, LLC	7,810.00
725545	07-Feb-2024	JACKSON, KATIE (R)	18.93
725858	21-Feb-2024	JACKSON, ROETA (R)	108.00
1084033	08-Feb-2024	JACOBO LAW FIRM, PLLC	4,583.34
1083976	01-Feb-2024	JACOBS ENGINEERING GROUP	201,736.57
1084024	08-Feb-2024	JACOBS ENGINEERING GROUP	48,495.22
1084349	29-Feb-2024	JACOBS ENGINEERING GROUP	210,249.37
1084270	28-Feb-2024	JAIN, VIKAS	1,522.00
1083977	01-Feb-2024	JAMES COOKE & HOBSON	29,988.00
1084028	08-Feb-2024	JAMES COOKE & HOBSON	40,346.42

Payment Number	Payment Date	Vendor Name	Amount
1084090	15-Feb-2024	JAMES COOKE & HOBSON	28,775.91
1084124	15-Feb-2024	JANES, KIMBERLY A	123.00
1084302	28-Feb-2024	JDC INVESTMENTS LLC	1,494.00
1083978	01-Feb-2024	JEFF MARTIN CONSULTING LLC	1,819.25
1084029	08-Feb-2024	JEFF MARTIN CONSULTING LLC	1,425.00
1084091	15-Feb-2024	JEFF MARTIN CONSULTING LLC	1,826.85
1084352	29-Feb-2024	JEFF MARTIN CONSULTING LLC	2,285.70
725726	14-Feb-2024	JENI MCCUTCHEON, PSY.D., PLLC	1,600.00
725486	07-Feb-2024	JENIK, SPENCER L	600.00
725546	07-Feb-2024	JIMISON, PATRICK (R)	36.70
1084316	28-Feb-2024	JJBMC PROPERTIES LLC	4,353.00
1084035	08-Feb-2024	JOHNSON CONTROLS	12,247.50
1084307	28-Feb-2024	JONES, PATRICIA A.	2,001.00
1084182	28-Feb-2024	JOSHI, PRANAV	2,133.00
725584	08-Feb-2024	JOU, SEN T	472.00
726105	28-Feb-2024	JOU, SEN T	5,676.00
726106	28-Feb-2024	JRS GUERRERO LIMITED PARTNERSHIP	4,384.00
725450	07-Feb-2024	JR'S SHOES AND BOOTS, LLC	162.83
725451	07-Feb-2024	JTB SUPPLY CO INC	1,794.36
725971	28-Feb-2024	JUDY, GINA KATHLEEN	1,725.00
1084027	08-Feb-2024	JUST PLANT DESIGNERS INC	165.00
725774	21-Feb-2024	K2 ELECTRIC, LLC	4,428.00
1084376	29-Feb-2024	K9 GROUP HOLLAND BV	7,500.00
726108	28-Feb-2024	KACHINA APARTMENTS	5,645.00
1084093	15-Feb-2024	KALYAN RAMAN KUV CONSULTANTS LLC	8,900.00
725452	07-Feb-2024	KANOPY LLC	2,289.00
1084180	28-Feb-2024	KARAMIZAKHERADI, NAVID	2,125.00
725727	14-Feb-2024	KARY ENVIRONMENTAL SERVICES INC	521.60
725775	21-Feb-2024	KARY ENVIRONMENTAL SERVICES INC	2,770.73
726109	28-Feb-2024	KASIM, WISAM	4,361.00
725859	21-Feb-2024	KASSAB, MOFIED (R)	6.99
1084240	28-Feb-2024	KATZ, JENNIFER ANN	1,188.00
725860	21-Feb-2024	KEANE, DENNIS (R)	895.81
725756	15-Feb-2024	KEE, PAUL D	287.00
725453	07-Feb-2024	KELLER ELECTRICAL INDUSTRIES INC	25,413.00
726110	28-Feb-2024	KELLER WILLIAMS REALTY PHOENIX	1,127.00
726172	29-Feb-2024	KELLEY, RONALD A	321.00
1084329	28-Feb-2024	KHATRI, SHAH	7,341.00
1084327	28-Feb-2024	KIANPOUR, FARAMARZ	1,299.00
726058	28-Feb-2024	KIM, LENA (R)	20.01
1084023	08-Feb-2024	KIMLEY-HORN AND ASSOCIATES, INC	2,110.36
1084088	15-Feb-2024	KIMLEY-HORN AND ASSOCIATES, INC	40,159.08
725454	07-Feb-2024	KING CONCRETE, INC	623.63
725728	14-Feb-2024	KING CONCRETE, INC	2,246.27
725972	28-Feb-2024	KING CONCRETE, INC	1,008.08
725367	01-Feb-2024	KING COUNTY HOUSING AUTHORITY	7,849.25
726059	28-Feb-2024	KING, JOSHUA (R)	46.86
725776	21-Feb-2024	KITCHELL/CEM INC	16,370.00
725973	28-Feb-2024	KITCHELL/CEM INC	54,797.25
726060	28-Feb-2024	KJERSTAD, RODNEY (R)	36.85
726061	28-Feb-2024	KMC ENTERPRISES LLC (R)	77.38
726062	28-Feb-2024	KOFFI, INIOBONG (R)	19.26
725974	28-Feb-2024	KOWALSKI CONSTRUCTION INC	2,980.64
1084177	28-Feb-2024	KRAMER, NEAL	1,901.00
725547	07-Feb-2024	KRAUS, KYA (R)	19.98
725455	07-Feb-2024	KRUE INDUSTRIAL, LLC	4,121.83
1084321	28-Feb-2024	KRUY IN, BUN	1,400.00
725585	08-Feb-2024	K-SERVICES	2,057.00
726107	28-Feb-2024	K-SERVICES	1,771.00
725886	22-Feb-2024	KUNTZE, ERICH C	9.68
725456	07-Feb-2024	KW AUTOMOTIVE NORTH AMERICA INC (R)	67.50
725457	07-Feb-2024	KW ENGINEERING	11,500.00
725975	28-Feb-2024	LALOBOY FOUNDATION, INC	1,000.00

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725861	21-Feb-2024	LAMB, JEFF (R)	75.92
725729	14-Feb-2024	LANGUAGE TESTING INTERNATIONAL	1,309.00
725976	28-Feb-2024	LANGUAGE TESTING INTERNATIONAL	995.00
1084274	28-Feb-2024	LAROUSSI, REDOUANE	1,587.00
1084280	28-Feb-2024	LARSEN DEVELOPMENT LLC	1,125.00
725458	07-Feb-2024	LAW OFFICES OF STEPHANIE LEE EHBRIGHT, ESQ	4,583.34
725548	07-Feb-2024	LAWSON, SHARON (R)	67.13
1083981	01-Feb-2024	LAYNE CHRISTENSEN COMPANY	1,122,184.43
1084221	28-Feb-2024	LE, KIEU	1,605.00
1084304	28-Feb-2024	LE, THUC	1,607.00
725549	07-Feb-2024	LEATH, AMANDA (R)	69.67
1084272	28-Feb-2024	LEE, KEVIN	2,560.00
1084227	28-Feb-2024	LEE, LARRY	1,798.00
725757	15-Feb-2024	LERMA, MATTHEW S	214.00
1084295	28-Feb-2024	LETS REED LLC	650.00
725730	14-Feb-2024	LEVEL 3 COMMUNICATIONS LLC	6,094.33
725731	14-Feb-2024	LEVEL 3 COMMUNICATIONS LLC	805.87
725777	21-Feb-2024	LEVEL 3 COMMUNICATIONS LLC	2,849.19
725778	21-Feb-2024	LEVEL 3 COMMUNICATIONS LLC	6,094.33
725459	07-Feb-2024	LIFELONG FITNESS BY KATHI	4,950.00
726111	28-Feb-2024	LIFEWELL BEHAVIORAL WELLNESS	1,325.00
725460	07-Feb-2024	LIGHTING UNLIMITED INC	1,196.47
725732	14-Feb-2024	LIGHTING UNLIMITED INC	67.12
725779	21-Feb-2024	LIGHTING UNLIMITED INC	3,087.35
725461	07-Feb-2024	LIM FAMILY MARTIAL ARTS	2,800.00
726112	28-Feb-2024	LIN, HEFEN	2,241.00
1084192	28-Feb-2024	LINCOLN, EARLE	1,409.00
725887	22-Feb-2024	LINDBLAD, SCOTT D	15.00
725977	28-Feb-2024	LINDSAY ENGINEERING, INC	48.00
725758	15-Feb-2024	LINDSEY, JATENA M	76.00
725462	07-Feb-2024	LITHO TECH, INC.	4,652.44
1084172	28-Feb-2024	LIU, QIAN	1,358.00
726113	28-Feb-2024	LIU, SUSAN	1,423.00
725862	21-Feb-2024	LLC 1040 RAY (R)	102.56
725550	07-Feb-2024	LOERA, HECTOR (R)	18.12
1084164	28-Feb-2024	LOTUS REAL ESTATE LLC	1,286.00
726114	28-Feb-2024	LPB HOLDING, LLC	889.00
1084309	28-Feb-2024	LUNDIN, ANDREY	1,477.00
725863	21-Feb-2024	LUONG, DUNG (R)	100.63
725733	14-Feb-2024	LYFT INC	4,039.56
726115	28-Feb-2024	LYNN, DANNY	132.00
725463	07-Feb-2024	M. R. TANNER CONSTRUCTION	295,685.00
726063	28-Feb-2024	MACKAY, ALISTAIR (R)	7.28
1084217	28-Feb-2024	MACLAY REAL ESTATE, LLC	2,498.00
726116	28-Feb-2024	MAIN STREET RENEWAL LLC	5,548.00
726177	29-Feb-2024	MAIN STREET RENEWAL LLC	69.00
1084181	28-Feb-2024	MAI'S RENTAL LLC	1,993.00
1084286	28-Feb-2024	MAKEY, JAMES	1,476.00
725464	07-Feb-2024	MALONE, CHRISTINA (R)	35.00
725465	07-Feb-2024	MANGO LANGUAGES	15,881.51
725414	07-Feb-2024	MANISTEE JUSTICE COURT	500.00
725594	08-Feb-2024	MARIACHI PASION	900.00
725734	14-Feb-2024	MARICOPA COUNTY DEPT OF	120,421.05
725466	07-Feb-2024	MARICOPA COUNTY ENVIRONMENTAL SERVICES	2,100.00
725467	07-Feb-2024	MARICOPA COUNTY TREASURER	29,446.94
726117	28-Feb-2024	MARKET EDGE REALTY LLC	2,021.00
725551	07-Feb-2024	MASAYESVA, JORDAN (R)	46.43
725735	14-Feb-2024	MATHESON TRI-GAS INC	794.32
725978	28-Feb-2024	MATRIX CONSULTING GROUP, LTD	28,444.00
725468	07-Feb-2024	MATRIX NEW WORLD ENGINEERING	12,755.00
726118	28-Feb-2024	MAXFIELD, JONATHAN	553.00
725864	21-Feb-2024	MAYA, ROBERT (R)	34.92
1084034	08-Feb-2024	MCCARTHY BUILDING COMPANIES, INC	4,110,823.56

Payment Number	Payment Date	Vendor Name	Amount
1084143	22-Feb-2024	MCCARTHY BUILDING COMPANIES, INC	2,464,937.78
725888	22-Feb-2024	MCCARTNEY, MICHAEL L	207.00
1084308	28-Feb-2024	MCKINDLES, JOHN	3,364.00
1084320	28-Feb-2024	MCKINLEY, ROSS HARRISON	1,053.00
725865	21-Feb-2024	MCMURPHY, HOWARD (R)	266.77
1084296	28-Feb-2024	MCNELLIS, JOHN	1,572.00
725893	26-Feb-2024	MCP CROSSWINDS LLC	16,013.00
726119	28-Feb-2024	MCP CROSSWINDS LLC	24,857.00
725736	14-Feb-2024	MEDTOX LABORATORIES INC.	65.30
725866	21-Feb-2024	MELLO, THOMAS (R)	102.56
725469	07-Feb-2024	MESA ONCOLOGY MASSAGE LLC (R)	33.75
725737	14-Feb-2024	MESA UNITED WAY, INC.	20,000.00
725470	07-Feb-2024	METERING SERVICES INC	13,178.86
725780	21-Feb-2024	METROHM USA, INC.	2,861.30
725979	28-Feb-2024	METROHM USA, INC.	1,055.04
725980	28-Feb-2024	MGX EQUIPMENT SERVICES LLC	34,838.94
1084204	28-Feb-2024	MHK INVESTMENT GROUP, LLC	2,094.00
725738	14-Feb-2024	MIDWEST FOOD BANK, NFP	45,000.00
725471	07-Feb-2024	MIDWEST TAPE	706.79
725981	28-Feb-2024	MIDWEST TAPE	1,976.29
1084002	01-Feb-2024	MIKESELL, KRISTA L	142.00
1084276	28-Feb-2024	MILLER, JEFFERY ROBERT	2,335.00
1084001	01-Feb-2024	MILLER, SCOTT W	881.01
725552	07-Feb-2024	MILLS, MELINDA (R)	290.87
725982	28-Feb-2024	MILOSEVICH, VINCENT (R)	150.00
725781	21-Feb-2024	MINER OF ARIZONA , LP	1,527.80
726120	28-Feb-2024	MIRA SANTI	1,317.00
725889	22-Feb-2024	MIRANDA, MICAH R	78.76
725739	14-Feb-2024	MISSION OF MERCY, INC	15,000.00
725740	14-Feb-2024	MOBILE RUGGED COMPUTERS, LLC	1,467.17
726121	28-Feb-2024	MOGHARRABI, SOHRAB	1,170.00
725553	07-Feb-2024	MONROE-LABATE, JULIA (R)	43.01
725867	21-Feb-2024	MORA, NANCY CASTILLO (R)	58.63
1084254	28-Feb-2024	MORTENSEN, GLORIA J	1,861.00
725472	07-Feb-2024	MOSAIC PUBLIC PARNTERS LLC	8,550.00
725554	07-Feb-2024	MOTON, ALLYNA (R)	40.82
1084000	01-Feb-2024	MOYERS, KIMBERLY K	123.22
1084301	28-Feb-2024	MRGUDICH, JON A	968.00
1084195	28-Feb-2024	MSRAT, LLC	2,076.00
725741	14-Feb-2024	MULLEN COUGHLIN, LLC	303.00
725742	14-Feb-2024	MUSA CONSULTING GROUP, LLC	1,615.00
1084030	08-Feb-2024	MYTHICS LLC	132,449.79
1084140	22-Feb-2024	MYTHICS LLC	5,482.28
1084266	28-Feb-2024	N/A TOWN SQUARE-65 LP	1,395.00
725868	21-Feb-2024	NAMPELLE, VANITSA (R)	31.74
725487	07-Feb-2024	NARANJO, LARRY N	1,300.00
725782	21-Feb-2024	NATIONAL LEAGUE OF CITIES	17,432.00
725743	14-Feb-2024	NATIONAL TESTING NETWORK INC	2,576.00
725783	21-Feb-2024	NATIONAL WATERPROOFING & ROOFING LLC	17,546.14
725869	21-Feb-2024	NAVARRETE, CLARISSA (R)	101.10
1084021	08-Feb-2024	NEENAH FOUNDRY COMPANY	7,638.00
725784	21-Feb-2024	NFRA INC	22,154.95
1084303	28-Feb-2024	NGUY CONCEPT LLC	2,000.00
1084167	28-Feb-2024	NGUYEN, HIEN	2,325.00
1084326	28-Feb-2024	NGUYEN, HUNG Q.	4,396.00
1084283	28-Feb-2024	NGUYEN, NGOC	3,261.00
1084218	28-Feb-2024	NGUYEN, SAMANTHA BAO ANH	2,750.00
1084160	28-Feb-2024	NICHOLAS JOSEPH AGENCY LLC	1,692.00
1084203	28-Feb-2024	NINE PACK LLC	2,598.00
1084206	28-Feb-2024	NINEVEH PROPERTIES LLC	1,549.00
725785	21-Feb-2024	NJBISOFT LLC	32,136.26
1084298	28-Feb-2024	NJORGE, ELIZABETH	793.00
725357	01-Feb-2024	NOLD, KERSTIN M	170.00

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725983	28-Feb-2024	NORCON INDUSTRIES INC	14,854.48
725555	07-Feb-2024	NORTHROUP, JACK (R)	162.54
725556	07-Feb-2024	NOVITA, FNU (R)	32.95
1084357	29-Feb-2024	NST TECHNOLOGIES INC	92,372.73
1084019	08-Feb-2024	NUTRIEN AG SOLUTIONS, INC	9,303.14
1084085	15-Feb-2024	NUTRIEN AG SOLUTIONS, INC	16,813.57
726122	28-Feb-2024	OCOTILLO BAY APARTMENTS	22,294.00
725595	08-Feb-2024	OCOTILLO STRATEGIC ALLIANCE, LLC (R)	6.50
1084312	28-Feb-2024	OKATI LLC	1,999.00
725984	28-Feb-2024	OLS RESTORATION, INC	37,865.00
725744	14-Feb-2024	OLSSON, INC	1,290.00
726123	28-Feb-2024	ON Q PROPERTY MANAGEMENT	4,114.00
725985	28-Feb-2024	ONEILL, DENNIS (R)	663.62
725558	07-Feb-2024	OPENDOOR LABS INC (R)	30.10
725415	07-Feb-2024	OPTUM	3,713.92
725557	07-Feb-2024	O'RILLEY, SHELBY (R)	92.69
726124	28-Feb-2024	OROS, ARSENIO	66.00
726125	28-Feb-2024	ORTH, AMY	1,671.00
725473	07-Feb-2024	OTTO TRUCKING, INC	38,812.39
725745	14-Feb-2024	OTTO TRUCKING, INC	13,285.67
725786	21-Feb-2024	OTTO TRUCKING, INC	11,628.82
725986	28-Feb-2024	OTTO TRUCKING, INC	25,550.03
725559	07-Feb-2024	OZVERN, ZOE (R)	88.03
725474	07-Feb-2024	PACIFIC NETWORK SOLUTIONS CONSTRUCTION LLC (R)	45.00
1084039	08-Feb-2024	PARAMOUNT STREETLIGHT	24,700.00
1084359	29-Feb-2024	PARAMOUNT STREETLIGHT	24,055.00
725475	07-Feb-2024	PARDNERS OF TUMBLEWEED RANCH, INC	3,550.00
726126	28-Feb-2024	PARKER, DIXIE L.	1,472.00
1084038	08-Feb-2024	PARSUS SOLUTIONS, LLC	29,874.00
1084238	28-Feb-2024	PASHAPOUR NIKU, MAZIAR	2,538.00
1084292	28-Feb-2024	PASQUALINA VITIRITTI TRUSTEE	619.00
725750	14-Feb-2024	PATTERSON, TINA (R)	24,846.33
1084353	29-Feb-2024	PCL CONSTRUCTION INC	95,000.00
725560	07-Feb-2024	PEREZ, PABLO (R)	14.30
726064	28-Feb-2024	PETERSEN, HENRY (R)	83.36
725561	07-Feb-2024	PETERSON, STEPHANIE (R)	33.65
726127	28-Feb-2024	PHAN, THAO	1,221.00
725476	07-Feb-2024	PHOENIX NATIONAL LABORATORIES, INC	8,865.20
1084142	22-Feb-2024	PHOENIX PUMPS INC	2,316.75
1084355	29-Feb-2024	PHOENIX PUMPS INC	16,130.00
725562	07-Feb-2024	PICKETT, MICHAEL (R)	53.92
725936	28-Feb-2024	PIERCE, PRESTON R	561.00
725368	01-Feb-2024	PINAL COUNTY HOUSING AUTHORITY	1,622.25
725937	28-Feb-2024	PINAL COUNTY JUSTICE COURT	256.00
1084179	28-Feb-2024	PINDER PROPERTIES, LLC	966.00
725477	07-Feb-2024	PINEAPPLE OASIS BOUTIQUE (R)	105.00
725416	07-Feb-2024	PIONEER JUSTICE	250.00
725987	28-Feb-2024	PLATEAU RESOURCES LLC	175.00
725586	08-Feb-2024	PLC SOLEIL APARTMENTS, LLC	1,234.00
726128	28-Feb-2024	PLC SOLEIL APARTMENTS, LLC	1,234.00
726129	28-Feb-2024	PLEASANT DESERT PROPERTIES LLC	2,132.00
1083983	01-Feb-2024	PM PLUMBING & MECHANICAL, INC	17,342.89
1084037	08-Feb-2024	PM PLUMBING & MECHANICAL, INC	5,431.40
1084356	29-Feb-2024	PM PLUMBING & MECHANICAL, INC	22,538.13
1084026	08-Feb-2024	POLYDYNE, INC.	42,969.38
725563	07-Feb-2024	PORTER KYLE BUILDERS LLC (R)	1,305.12
725870	21-Feb-2024	PORTILLO, BEATRIZ (R)	47.40
725478	07-Feb-2024	POSTAL STRATEGIES CORPORATION	471.13
1084324	28-Feb-2024	POUCHKAREV, ANDREI	1,505.00
725787	21-Feb-2024	PRECISION INTEGRATED SYSTEMS, LLC	8,648.33
725988	28-Feb-2024	PRECISION INTEGRATED SYSTEMS, LLC	2,181.36
725746	14-Feb-2024	PREMIER SW DEV, LLC	4,224.00
1084202	28-Feb-2024	PROEX REALTY MANAGEMENT	2,714.00

Payment Number	Payment Date	Vendor Name	Amount
1084025	08-Feb-2024	PROFORCE LAW ENFORCEMENT	1,454.71
1084350	29-Feb-2024	PROFORCE LAW ENFORCEMENT	3,871.13
725564	07-Feb-2024	PROGRESS RESIDENTIAL HIGH VALUE (R)	206.52
725479	07-Feb-2024	PRO-PIPE, INC	14,000.00
726065	28-Feb-2024	PROVIDENT PARTNERS (R)	74.95
725871	21-Feb-2024	PROVIDENT PARTNERS REALTY AND MANAGEMENT (R)	61.23
726130	28-Feb-2024	PRS PROPERTY MANAGEMENT	2,050.00
725480	07-Feb-2024	PSPRS	375.00
725989	28-Feb-2024	PSPRS	300.00
1084173	28-Feb-2024	PUNG, SOKENG	4,120.00
725872	21-Feb-2024	PURE PROPERTY MANAGEMENT OF ARIZONA (R)	21.70
726131	28-Feb-2024	QUACH, TAM	1,326.00
725565	07-Feb-2024	RADIGAN, MOLLY (R)	50.88
1084211	28-Feb-2024	RAVENSWOOD REALTY	814.00
1084253	28-Feb-2024	RAY ROAD PROPERTY LLC	2,374.00
725822	21-Feb-2024	RDO EQUIPMENT CO	493.88
725992	28-Feb-2024	READY REFRESH	3,062.40
726132	28-Feb-2024	REALTY EXECUTIVES, AN ARIZONA CORP	2,979.00
725488	07-Feb-2024	REBELLO, ALOYSIUS C (R)	35.00
725489	07-Feb-2024	REFRIGERATION SUPPLIES DISTRIBUTOR	875.66
725599	14-Feb-2024	REGAL FENCE LLC	14,967.75
1084052	08-Feb-2024	REGIONAL PUBLIC TRANSPORTATION AUTHORITY-VALLEY METRO	38,797.75
725993	28-Feb-2024	RELIANT GASES, LTD.	14,271.00
725490	07-Feb-2024	REPUBLIC SERVICES INC	161.61
725600	14-Feb-2024	REPUBLIC SERVICES INC	34,187.05
725601	14-Feb-2024	REPUBLIC SERVICES INC	569.83
725994	28-Feb-2024	REPUBLIC SERVICES INC	2,274.48
726133	28-Feb-2024	RESICAP ARIZONA OWNER III LLC	3,372.00
1084373	29-Feb-2024	RESURRECTION STREET MINISTRY, INCORPORATED	10,000.00
1084374	29-Feb-2024	RESURRECTION STREET MINISTRY, INCORPORATED	44,000.00
725990	28-Feb-2024	RICHTER, JENNIFER	200.00
725491	07-Feb-2024	RICOH USA INC	117.03
725602	14-Feb-2024	RICOH USA INC	2,925.95
725995	28-Feb-2024	RICOH USA INC	1,403.58
1084108	15-Feb-2024	RITTOCH-POWELL & ASSOCIATES CONSULTING ENGINEERS INC	85,452.87
725492	07-Feb-2024	RITZ SAFETY LLC	130.53
725823	21-Feb-2024	RIVER NORTH TRANSIT, LLC	100,496.44
726134	28-Feb-2024	RIVIERA PARK INVESTORS LLC	2,487.00
1084259	28-Feb-2024	RJ TORRANCE LLC	454.00
726135	28-Feb-2024	ROBERTS, CAROL YVONNE	742.00
725996	28-Feb-2024	ROBERTS, MAURICE ROMEO	300.00
725894	26-Feb-2024	ROBINSON, BROOK (R)	225.00
725566	07-Feb-2024	ROBINSON, GUS (R)	30.05
725997	28-Feb-2024	ROBLES, FRANK (R)	0.44
725493	07-Feb-2024	ROCHA, LLC	1,095.17
725494	07-Feb-2024	ROCKY MOUNTAIN BLUE LINE CONSULTING, LLC	597.00
725603	14-Feb-2024	ROCKY MOUNTAIN BLUE LINE CONSULTING, LLC	199.00
726173	29-Feb-2024	RODRIGUEZ, CRUZ C	567.20
1084328	28-Feb-2024	RODRIGUEZ-MESA, IVAN	1,235.00
725998	28-Feb-2024	ROGERS, KYLE (R)	5,720.88
725759	15-Feb-2024	ROJAS, LACEY M	50.00
726066	28-Feb-2024	ROMAN, ANGELA (R)	45.35
726136	28-Feb-2024	RPC CHANDLER APARTMENTS LLC	3,767.00
1084310	28-Feb-2024	RRC INVESTMENTS LLC	1,032.00
725495	07-Feb-2024	RUGGIERO'S ACE HARDWARE	1,900.12
725604	14-Feb-2024	RUGGIERO'S ACE HARDWARE	250.57
725999	28-Feb-2024	RUGGIERO'S ACE HARDWARE	1,266.45
725567	07-Feb-2024	RUIZ, VANESSA (R)	19.36
1084209	28-Feb-2024	RUVOLO, CHARLES C AND LAURIE L	720.00
725596	08-Feb-2024	S J FOWLER REAL ESTATE INC	2,194.50
725605	14-Feb-2024	S J FOWLER REAL ESTATE INC	200.00
1084305	28-Feb-2024	S J FOWLER REAL ESTATE INC	5,119.00
726000	28-Feb-2024	SAFEWARE, INC	25,910.81

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1084317	28-Feb-2024	SALEH, ZIAD	1,051.00
725369	01-Feb-2024	SALT RIVER PROJECT	6,872.00
725417	07-Feb-2024	SALT RIVER PROJECT	590.20
725606	14-Feb-2024	SALT RIVER PROJECT	8,251.80
725698	14-Feb-2024	SALT RIVER PROJECT	30.48
725699	14-Feb-2024	SALT RIVER PROJECT	31.44
725938	28-Feb-2024	SALT RIVER PROJECT	190.50
726001	28-Feb-2024	SALT RIVER PROJECT	9,126.10
1084049	08-Feb-2024	SALT WORKS	3,590.68
1084151	22-Feb-2024	SALT WORKS	3,819.58
1084279	28-Feb-2024	SALZMAN, BART	1,479.00
725496	07-Feb-2024	SAMI LANGE ART	100.00
725497	07-Feb-2024	SAN BERNARDINO POLICE FOUNDATION (R)	1,550.00
726137	28-Feb-2024	SAN CERVANTES APARTMENTS	763.00
1084145	22-Feb-2024	SAN DIEGO POLICE EQUIPMENT COMPANY	2,675.81
726138	28-Feb-2024	SAN HACIENDA APARTMENTS	2,537.00
725498	07-Feb-2024	SAN TAN FORD	1,153.78
725607	14-Feb-2024	SAN TAN FORD	433.65
725824	21-Feb-2024	SAN TAN FORD	565.29
726002	28-Feb-2024	SAN TAN FORD	165,665.48
726139	28-Feb-2024	SAN VALENCIA APARTMENTS LLC	3,854.00
725568	07-Feb-2024	SANCHEZ, MELICIA (R)	38.64
1083993	01-Feb-2024	SANDS MOTOR COMPANY, INC	30,987.60
725499	07-Feb-2024	SANDY'S BALLROOM	792.00
725500	07-Feb-2024	SANTA PAULA POLICE EXPLORER POST #2350 (R)	1,800.00
725873	21-Feb-2024	SANTILLAN, MAYRA (R)	136.91
1084241	28-Feb-2024	SANTOS, AGNES	393.00
726140	28-Feb-2024	SAVAGE, ERIC	1,022.00
725501	07-Feb-2024	SAVCHUK, VITALII (R)	45.00
1084118	15-Feb-2024	SAVE THE FAMILY FOUNDATION	85,000.00
1084119	15-Feb-2024	SAVE THE FAMILY FOUNDATION	85,000.00
1084120	15-Feb-2024	SAVE THE FAMILY FOUNDATION	85,000.00
725358	01-Feb-2024	SCHMIDT, SHAUNA A	146.00
1084282	28-Feb-2024	SCHOENFELD, RANDY	2,633.00
725890	22-Feb-2024	SCHOLZ, DOUGLAS L	207.00
725874	21-Feb-2024	SCHULTZ, JOHNNY (R)	1,805.81
1084196	28-Feb-2024	SCOTT, DAMONE	3,506.00
726003	28-Feb-2024	SECRETARY OF STATE	43.00
726004	28-Feb-2024	SECRETARY OF STATE	43.00
726141	28-Feb-2024	SECURED EQUITIES	906.00
726005	28-Feb-2024	SEFTON, JOHN R JR	1,013.44
725502	07-Feb-2024	SENERGY PETROLEUM, LLC	7,754.80
725608	14-Feb-2024	SENERGY PETROLEUM, LLC	15,187.73
726006	28-Feb-2024	SENERGY PETROLEUM, LLC	8,006.43
725825	21-Feb-2024	SENTINEL TECHNOLOGIES, INC	18,489.44
726007	28-Feb-2024	SENTINEL TECHNOLOGIES, INC	1,083.17
1084193	28-Feb-2024	SERRANO, DINA DALILA	1,236.00
726142	28-Feb-2024	SETO, MINDY LIU	2,438.00
725891	22-Feb-2024	SEVEN STRONG ENTERPRISES, LLC	984.00
726143	28-Feb-2024	SEVEN STRONG ENTERPRISES, LLC	984.00
1084245	28-Feb-2024	SFR 2012-1 US WEST LLC	1,252.00
726144	28-Feb-2024	SFR JAVELIN BORROWER LP	2,756.00
1084365	29-Feb-2024	SHADE N NET OF ARIZONA INC	38,798.85
1084197	28-Feb-2024	SHAFIQUE, ASHFAQUE B	2,300.00
1084263	28-Feb-2024	SHAHIN, GABRIEL	1,900.00
1084198	28-Feb-2024	SHAMS, SHAIKH	2,650.00
1084242	28-Feb-2024	SHAO, LAN	3,947.00
1084377	29-Feb-2024	SHAO, LAN	429.00
726008	28-Feb-2024	SHASTA INDUSTRIES	273,270.00
726009	28-Feb-2024	SHERRIE BUZBY PHOTOGRAPHY LLC	418.12
1083990	01-Feb-2024	SHI INTERNATIONAL CORP	23,400.14
1084113	15-Feb-2024	SHI INTERNATIONAL CORP	26,642.97
726010	28-Feb-2024	SIERRA CONTAINER GROUP, LLC	43,535.24

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1083988	01-Feb-2024	SIERRA TRANSPORTATION & TECHNOLOGIES LLC	38,706.66
1084112	15-Feb-2024	SIERRA TRANSPORTATION & TECHNOLOGIES LLC	1,889.74
725826	21-Feb-2024	SIMPLEVIEW INC	9,018.67
1084225	28-Feb-2024	SINGH, REENA	1,749.00
1084236	28-Feb-2024	SJ PROPERTIES LLC	1,630.00
1084318	28-Feb-2024	SKOGLUND, NANCY B	1,500.00
725503	07-Feb-2024	SKYLINE WINDOW CLEANING	88.00
725609	14-Feb-2024	SKYLINE WINDOW CLEANING	1,265.00
725827	21-Feb-2024	SKYLINE WINDOW CLEANING	130.00
726011	28-Feb-2024	SKYLINE WINDOW CLEANING	70.00
725504	07-Feb-2024	SMALL MARKET MEETINGS	2,300.00
725610	14-Feb-2024	SMELTZER, TODD JAMES	1,750.00
1084205	28-Feb-2024	SMITH, ANA	1,606.00
725505	07-Feb-2024	SNEDIGAR MARTIAL ARTS	1,250.00
726012	28-Feb-2024	SOFT HANDS PRESSURE WASHING	1,095.00
725506	07-Feb-2024	SOL SOURCE PROPERTY SERVICES	300.00
726013	28-Feb-2024	SOL SOURCE PROPERTY SERVICES	225.00
725507	07-Feb-2024	SOUTHERN TIRE MART, LLC	2,101.80
726014	28-Feb-2024	SOUTHERN TIRE MART, LLC	3,520.10
725611	14-Feb-2024	SOUTHWEST BARRICADES, LLC	977.40
725828	21-Feb-2024	SOUTHWEST BARRICADES, LLC	977.40
725508	07-Feb-2024	SOUTHWEST FABRICATION, LLC	5,418.46
725700	14-Feb-2024	SOUTHWEST GAS CORP	17.49
725820	21-Feb-2024	SOUTHWEST GAS CORP	26,699.29
725939	28-Feb-2024	SOUTHWEST GAS CORP	15,438.01
725509	07-Feb-2024	SOUTHWEST SCENIC GROUP, INC	34,140.59
1084216	28-Feb-2024	SOUZANDEH, HAMID	1,807.00
725701	14-Feb-2024	SPECIALIZED TRANSPORTATION INC	774.61
725875	21-Feb-2024	SPENCER, PHILEMON (R)	53.54
1084109	15-Feb-2024	SPIKER SPORTS	4,270.00
1084364	29-Feb-2024	SPIKER SPORTS	2,835.00
725510	07-Feb-2024	SPOK, INC	240.52
726015	28-Feb-2024	SPORTS BLING & THINGS	2,169.20
1083996	01-Feb-2024	SPRINKLER WORLD OF AZ INC	376.42
1084043	08-Feb-2024	SPRINKLER WORLD OF AZ INC	3,396.01
1084105	15-Feb-2024	SPRINKLER WORLD OF AZ INC	133.86
1084148	22-Feb-2024	SPRINKLER WORLD OF AZ INC	2,419.35
1084362	29-Feb-2024	SPRINKLER WORLD OF AZ INC	1,626.59
725569	07-Feb-2024	SQUIRES, JOANNA (R)	23.37
1084116	15-Feb-2024	STANTEC CONSULTING SERVICES INC	14,840.59
725511	07-Feb-2024	STARALLIANCE BAND	650.00
725876	21-Feb-2024	STILLITANO, ENZO (R)	2,310.63
725877	21-Feb-2024	STOLIKER, KURT (R)	13.24
725570	07-Feb-2024	STOLZ, JOHN (R)	25.68
726145	28-Feb-2024	STONE OAKS APARTMENTS	1,786.00
725587	08-Feb-2024	STONE VIEW PHX LLC	2,052.00
726146	28-Feb-2024	STONE VIEW PHX LLC	3,780.00
1083997	01-Feb-2024	STOTZ EQUIPMENT	20.64
1084248	28-Feb-2024	STRATEGIC CAPITAL ALLIANCE LTD PARTNERSHIP	13,974.00
725571	07-Feb-2024	SUAREZ, DREW (R)	32.42
725878	21-Feb-2024	SULLIVAN, JUSTIN (R)	81.26
725572	07-Feb-2024	SULLIVAN, RAY (R)	19.88
726147	28-Feb-2024	SUN, HONGXLA	2,650.00
726016	28-Feb-2024	SUNBELT RENTALS, INC	5,364.01
726148	28-Feb-2024	SUNDIAL REAL ESTATE LC	4,191.00
1084226	28-Feb-2024	SUNSHINE REALTY LLC	1,217.00
1084107	15-Feb-2024	SUPREME OIL CO	9,979.30
1084314	28-Feb-2024	SURCHIK, EDWARD	1,128.00
725418	07-Feb-2024	SURPRISE CITY COURT	50.00
726017	28-Feb-2024	SURVEILLANCE SECURITY INC	1,473.50
725612	14-Feb-2024	SUTTON BAY PROPERTIES LLC (R)	57,558.30
726018	28-Feb-2024	SWAIN ELECTRIC, INC	75,987.00
725588	08-Feb-2024	SWAY 2014-1 BORROWER LLC	221.00

Payment Number	Payment Date	Vendor Name	Amount
726149	28-Feb-2024	SWAY 2014-1 BORROWER LLC	1,947.00
726019	28-Feb-2024	SWCA ENVIRONMENTAL CONSULTANTS	2,949.05
1084239	28-Feb-2024	SWH 2017-1 BORROWER, LP	5,977.00
1084100	15-Feb-2024	T Y LIN INTERNATIONAL	12,118.84
725620	14-Feb-2024	T2 PEST SERVICES, INC	160.00
726020	28-Feb-2024	T2 PEST SERVICES, INC	40.00
1084313	28-Feb-2024	TALAI, FRANCESCO	527.00
726021	28-Feb-2024	TALIS CONSTRUCTION CORP	31,301.08
1084232	28-Feb-2024	TAM, VIVIAN	707.00
726067	28-Feb-2024	TAMAYO, DANIEL (R)	5.55
725573	07-Feb-2024	TANG, HSANG (R)	73.83
726150	28-Feb-2024	TANG, JEANNIE	971.00
725512	07-Feb-2024	TDINDUSTRIES INC	4,047.22
725829	21-Feb-2024	TDINDUSTRIES INC	1,055.36
726022	28-Feb-2024	TDINDUSTRIES INC	51,152.51
726151	28-Feb-2024	TEAM SIZZLE	2,533.00
725830	21-Feb-2024	TECH-FLOW, LLC	10,692.96
725621	14-Feb-2024	TECHNOLOGY INTEGRATORS LLC	7,805.30
726023	28-Feb-2024	TEL TECH NETWORKS, INC.	10,175.79
1084053	08-Feb-2024	TELEVEDA SYSTEMS LLC	4,125.00
725419	07-Feb-2024	TEMPE CITY COURT	350.00
725622	14-Feb-2024	TENNIS EQUIPMENT SALES & SERVICES, LLC	642.90
725359	01-Feb-2024	TESSIER-POTHIER, KORENNA L	46.64
725760	15-Feb-2024	TESSIER-POTHIER, KORENNA L	133.63
726024	28-Feb-2024	THARP, JAMES H	100.00
725513	07-Feb-2024	THATCHER COMPANY OF ARIZONA, INC	67,649.46
725623	14-Feb-2024	THATCHER COMPANY OF ARIZONA, INC	35,658.00
725831	21-Feb-2024	THATCHER COMPANY OF ARIZONA, INC	30,226.31
726025	28-Feb-2024	THATCHER COMPANY OF ARIZONA, INC	25,534.84
725514	07-Feb-2024	THE COUNSELING TEAM INTERNATIONAL	6,000.00
1084048	08-Feb-2024	THE FISHEL COMPANY	44,993.67
726152	28-Feb-2024	THE HOUSING PROFESSIONALS LLC	7,479.00
1083992	01-Feb-2024	THE LAW OFFICE OF JARED ALLEN PLLC	4,583.34
1084185	28-Feb-2024	THE LINQ	9,365.00
726153	28-Feb-2024	THE MONICA APARTMENTS	1,685.00
726068	28-Feb-2024	THE PLANT HOLDING LLC (R)	315.30
1083998	01-Feb-2024	THE SHANNON S MARTIN CO	550.00
1084044	08-Feb-2024	THE SHANNON S MARTIN CO	1,507.50
1084363	29-Feb-2024	THE SHANNON S MARTIN CO	2,920.00
725515	07-Feb-2024	THE UNIVERSITY OF ARIZONA	8,579.06
1084262	28-Feb-2024	THOMASIAN, BIKI	1,323.00
1084178	28-Feb-2024	THOMASIAN, SAAD	1,950.00
726154	28-Feb-2024	THR PHOENIX LP	4,224.00
726155	28-Feb-2024	THR PROPERTY BORROWER LP	2,794.00
1084255	28-Feb-2024	THY LLC	582.00
726156	28-Feb-2024	TIDES AT CHANDLER	1,351.00
725589	08-Feb-2024	TJAHJA, YULIANI	1,613.00
726157	28-Feb-2024	TJAHJA, YULIANI	2,126.00
725613	14-Feb-2024	T-MOBILE USA, INC	257.47
725614	14-Feb-2024	T-MOBILE USA, INC	59.50
725615	14-Feb-2024	T-MOBILE USA, INC	260.63
725616	14-Feb-2024	T-MOBILE USA, INC	386.15
725617	14-Feb-2024	T-MOBILE USA, INC	125.00
725618	14-Feb-2024	T-MOBILE USA, INC	100.00
725619	14-Feb-2024	T-MOBILE USA, INC	386.15
725516	07-Feb-2024	TOWN CHANDLER OWNER LLC (R)	45.00
1084106	15-Feb-2024	TOWN OF GILBERT	11,985.45
1084375	29-Feb-2024	TOWN OF GILBERT	165,882.33
726158	28-Feb-2024	TRADELANDS LLC	2,030.00
725517	07-Feb-2024	TRAFFICADE SERVICE INC	1,299.97
726026	28-Feb-2024	TRAFFICADE SERVICE INC	23,114.63
726159	28-Feb-2024	TRAN, TOM B	393.00
725518	07-Feb-2024	TRANE U.S. INC	972.64

Payment Number	Payment Date	Vendor Name	Amount
725624	14-Feb-2024	TRANE U.S. INC	112.80
725832	21-Feb-2024	TRANE U.S. INC	14,750.00
726027	28-Feb-2024	TRANSCORE ITS, LLC	39,655.00
1084099	15-Feb-2024	TRAVIS SYSTEMS, INC	2,200.00
725519	07-Feb-2024	TREELAND NURSERIES, INC	206.03
725590	08-Feb-2024	TRESTLE MANAGEMENT GROUP (R)	25.00
1084137	22-Feb-2024	TRISTAR ICS	6,342.77
725644	14-Feb-2024	TRUJILLO, REBECCA (R)	16.54
725879	21-Feb-2024	TRUVISTA DEVELOPMENT LLC (R)	748.62
726028	28-Feb-2024	TURBOSCAPE BLOWER SERVICES, LLC	43,963.02
725520	07-Feb-2024	UBM ENTERPRISE, INC	281.68
725625	14-Feb-2024	UBM ENTERPRISE, INC	13,930.13
726029	28-Feb-2024	UBM ENTERPRISE, INC	444.32
1083989	01-Feb-2024	UKG KRONOS SYSTEMS LLC	1,150.77
1083994	01-Feb-2024	UNIFIRST CORPORATION	11,697.29
1084040	08-Feb-2024	UNIFIRST CORPORATION	176.19
1084103	15-Feb-2024	UNIFIRST CORPORATION	163.13
1084146	22-Feb-2024	UNIFIRST CORPORATION	13.34
1084360	29-Feb-2024	UNIFIRST CORPORATION	159.35
725880	21-Feb-2024	UNIKORN LLC (R)	212.65
726030	28-Feb-2024	UNITED ROTARY BRUSH CORPORATION	7,037.28
725833	21-Feb-2024	UNITED SITE SERVICES OF ARIZONA, INC.	170.60
726031	28-Feb-2024	UNITED SITE SERVICES OF ARIZONA, INC.	208.61
1083999	01-Feb-2024	UNIVAR USA INC	61,202.37
1084045	08-Feb-2024	UNIVAR USA INC	62,616.70
1084110	15-Feb-2024	UNIVAR USA INC	82,911.18
1084149	22-Feb-2024	UNIVAR USA INC	12,575.52
1084366	29-Feb-2024	UNIVAR USA INC	62,489.96
725940	28-Feb-2024	UNIVERSITY LAKES JUSTICE COURT	75.00
725834	21-Feb-2024	USP TECHNOLOGIES	30,186.82
1084235	28-Feb-2024	VAKKALANKA, SURYANARAYANA	1,520.00
725751	14-Feb-2024	VALENTINE, JASMINE (R)	3,607.51
725574	07-Feb-2024	VALLE, CATARINO (R)	22.20
725626	14-Feb-2024	VALLEJO, CHRIS	819.72
725627	14-Feb-2024	VALLEY OF THE SUN YMCA	10,000.00
725628	14-Feb-2024	VALLEY OF THE SUN YMCA	10,000.00
1083987	01-Feb-2024	VALLEYWIDE GENERATOR SERVICE LLC	420.00
1084047	08-Feb-2024	VALLEYWIDE GENERATOR SERVICE LLC	16,870.00
1084111	15-Feb-2024	VALLEYWIDE GENERATOR SERVICE LLC	140.00
1084150	22-Feb-2024	VALLEYWIDE GENERATOR SERVICE LLC	9,775.31
1084368	29-Feb-2024	VALLEYWIDE GENERATOR SERVICE LLC	563.73
725645	14-Feb-2024	VANDENBOSS, GENELLE (R)	93.00
725881	21-Feb-2024	VANKLOMPENBERG, CHANTAL N	300.00
726174	29-Feb-2024	VEGA, MARTHA J	22.03
725575	07-Feb-2024	VELLERA, REYMOND (R)	101.71
726160	28-Feb-2024	VENTURA ACQUISITION LLC	1,920.00
726069	28-Feb-2024	VENTURA, ALEXANDRA (R)	85.17
726032	28-Feb-2024	VEOLIA ES NORTH AMERICA, INC	5,882.16
1084054	08-Feb-2024	VERIZON WIRELESS	160.16
1084055	08-Feb-2024	VERIZON WIRELESS	1,099.69
1084095	15-Feb-2024	VERIZON WIRELESS	60.00
1084096	15-Feb-2024	VERIZON WIRELESS	40.09
1084097	15-Feb-2024	VERIZON WIRELESS	1,324.69
1084098	15-Feb-2024	VERIZON WIRELESS	885.89
1084157	22-Feb-2024	VERIZON WIRELESS	1,099.69
1084158	22-Feb-2024	VERIZON WIRELESS	1,498.40
1084114	15-Feb-2024	VERRA MOBILITY	3,090.68
1084134	22-Feb-2024	VERRA MOBILITY	70,280.25
726070	28-Feb-2024	VESTAR LTV LLC (R)	257.52
725629	14-Feb-2024	VIGILANCE PROJECT	550.00
726033	28-Feb-2024	VINCERE PHYSICIANS GROUP PLLC	37,500.00
725630	14-Feb-2024	VINCON ENGINEERING CONSTRUCTION LLC	256,157.20
726034	28-Feb-2024	VINCON ENGINEERING CONSTRUCTION LLC	2,886.10

Payment Number	Payment Date	Vendor Name	Amount
725597	08-Feb-2024	VINE, SOFIA (R)	71.05
726161	28-Feb-2024	VIRDEE, ARVINDER S	1,123.00
1084077	15-Feb-2024	VISION SERVICE PLAN OF ARIZONA	69.06
1084078	15-Feb-2024	VISION SERVICE PLAN OF ARIZONA	5,983.53
1084079	15-Feb-2024	VISION SERVICE PLAN OF ARIZONA	26,139.28
1084213	28-Feb-2024	VISTA ASSET COMPANY LLC	3,164.00
1084215	28-Feb-2024	VISTA STAR COMPANY, LLC	9,689.00
725521	07-Feb-2024	VLI EVENTS	5,883.48
725631	14-Feb-2024	VOIANCE LANGUAGE SERVICES, LLC	543.68
725835	21-Feb-2024	VOIANCE LANGUAGE SERVICES, LLC	1,238.20
1084082	15-Feb-2024	VOYA FINANCIAL	83,383.61
1083995	01-Feb-2024	VULCAN MATERIALS CO	285.42
1084041	08-Feb-2024	VULCAN MATERIALS CO	2,241.26
1084104	15-Feb-2024	VULCAN MATERIALS CO	570.84
1084147	22-Feb-2024	VULCAN MATERIALS CO	522.32
1084361	29-Feb-2024	VULCAN MATERIALS CO	429.08
726035	28-Feb-2024	VW CHANDLER CROSSROADS, LLC	9,051.01
725522	07-Feb-2024	W W WILLIAMS	4,984.71
725836	21-Feb-2024	W W WILLIAMS	273.67
726175	29-Feb-2024	WAGNER, BRIAN S	40.44
725576	07-Feb-2024	WALKER, MIRAKEL (R)	2,204.61
725577	07-Feb-2024	WALKER, TIFFANY (R)	12.48
1084094	15-Feb-2024	WASTE MANAGEMENT OF ARIZONA, INC	428.50
1084102	15-Feb-2024	WASTE MANAGEMENT OF ARIZONA, INC	586.52
1084121	15-Feb-2024	WASTE MANAGEMENT OF ARIZONA, INC	6,533.28
1084122	15-Feb-2024	WASTE MANAGEMENT OF ARIZONA, INC	39,397.83
1084123	15-Feb-2024	WASTE MANAGEMENT OF ARIZONA, INC	32,201.46
1084153	22-Feb-2024	WASTE MANAGEMENT OF ARIZONA, INC	834.91
1084154	22-Feb-2024	WASTE MANAGEMENT OF ARIZONA, INC	2,074.17
1084155	22-Feb-2024	WASTE MANAGEMENT OF ARIZONA, INC	639.21
1084156	22-Feb-2024	WASTE MANAGEMENT OF ARIZONA, INC	749.59
1084371	29-Feb-2024	WASTE MANAGEMENT OF ARIZONA, INC	7,677.50
1084372	29-Feb-2024	WASTE MANAGEMENT OF ARIZONA, INC	1,012,005.28
725837	21-Feb-2024	WATER & ENERGY SYSTEMS TECHNOLOGY INC	2,306.75
725838	21-Feb-2024	WATER WORKS ENGINEERS, LLC	17,000.00
726162	28-Feb-2024	WATER'S EDGE AT OCOTILLO	1,571.00
1084288	28-Feb-2024	WATTS, ELSKA M.	146.00
1083991	01-Feb-2024	WAXIE SANITARY SUPPLY	3,974.82
1084050	08-Feb-2024	WAXIE SANITARY SUPPLY	3,198.83
1084115	15-Feb-2024	WAXIE SANITARY SUPPLY	5,788.14
1084152	22-Feb-2024	WAXIE SANITARY SUPPLY	3,007.17
725882	21-Feb-2024	WBT (R)	339.89
725591	08-Feb-2024	WEALTH BUILDER REAL ESTATE	758.00
726163	28-Feb-2024	WEALTH BUILDER REAL ESTATE	758.00
726036	28-Feb-2024	WEAVER, JOHN (R)	5.44
1084042	08-Feb-2024	WEBER WATER RESOURCES LLC	35,170.50
1084269	28-Feb-2024	WEINBERG, JAMES M	1,446.00
725632	14-Feb-2024	WEST COAST ARBORISTS, INC	9,178.50
1084101	15-Feb-2024	WESTERN ENVIRONMENTAL EQUIPMENT COMPANY	34,127.20
725523	07-Feb-2024	WESTERN STATES FIRE PROTECTION CO	680.00
725633	14-Feb-2024	WESTERN STATES FIRE PROTECTION CO	7,316.65
725839	21-Feb-2024	WESTERN STATES FIRE PROTECTION CO	1,022.30
726037	28-Feb-2024	WESTERN STATES FIRE PROTECTION CO	142.50
726038	28-Feb-2024	WESTERN STATES FIRE PROTECTION CO	135.50
726039	28-Feb-2024	WESTERN STATES FIRE PROTECTION CO	297.20
726040	28-Feb-2024	WESTERN STATES FIRE PROTECTION CO	700.00
726041	28-Feb-2024	WESTERN STATES FIRE PROTECTION CO	226.40
726042	28-Feb-2024	WESTERN STATES FIRE PROTECTION CO	237.10
726043	28-Feb-2024	WESTERN STATES FIRE PROTECTION CO	495.50
726044	28-Feb-2024	WESTERN STATES FIRE PROTECTION CO	679.00
726045	28-Feb-2024	WESTERN STATES FIRE PROTECTION CO	109.70
726164	28-Feb-2024	WHITMAN, STEVEN	2,789.00
726046	28-Feb-2024	WIENEKE LAW GROUP PLC	1,320.00

Payment Number	Payment Date	Vendor Name	Amount
726047	28-Feb-2024	WIENEKE LAW GROUP PLC	1,070.56
725634	14-Feb-2024	WILLIAM L EMSHOFF	10,320.00
726071	28-Feb-2024	WILLIAM, JEANNINE (R)	65.76
725635	14-Feb-2024	WILSON ENGINEERS	26,262.03
725840	21-Feb-2024	WILSON ENGINEERS	17,475.00
726048	28-Feb-2024	WILSON ENGINEERS	36,962.08
726049	28-Feb-2024	WILSON ENGINEERS	403,440.07
1084184	28-Feb-2024	WIND RIVER 88 LLC	1,919.00
726050	28-Feb-2024	WINDHAM, ROBERT (R)	400.00
725524	07-Feb-2024	WINNING MIND TRAINING INC	397.00
1083986	01-Feb-2024	WIST BUSINESS SUPPLIES & EQUIPMENT	198.47
1084046	08-Feb-2024	WIST BUSINESS SUPPLIES & EQUIPMENT	539.96
1084367	29-Feb-2024	WIST BUSINESS SUPPLIES & EQUIPMENT	535.74
725578	07-Feb-2024	WITT, TURNER (R)	96.75
1084117	15-Feb-2024	WITTE LIGHTING SERVICES & REPAIR, LLC	67.86
1084370	29-Feb-2024	WITTE LIGHTING SERVICES & REPAIR, LLC	1,612.56
725481	07-Feb-2024	WITTE, LAURA (R)	12.99
1084057	08-Feb-2024	WL INVESTMENT LLC	1,080.00
1084246	28-Feb-2024	WL INVESTMENT LLC	1,802.00
1084290	28-Feb-2024	WONG, CHRISTOPHER DINH	1,069.00
726051	28-Feb-2024	WOOD LAW GROUP, PLLC	20.00
725646	14-Feb-2024	WOOTEN, JACINTA (R)	61.81
725636	14-Feb-2024	WORKHORSE DIVING AND SALVAGE	9,300.00
1084051	08-Feb-2024	WSP USA ENVIRONMENT & INFRASTRUCTURE INC	263.10
1084369	29-Feb-2024	WSP USA ENVIRONMENT & INFRASTRUCTURE INC	45,075.58
1084186	28-Feb-2024	WU, LUIS	2,386.00
1084299	28-Feb-2024	WU, SUYUAN LIN	8,332.00
725841	21-Feb-2024	WUNDERLICH-MALEC SYSTEMS, INC	1,080.00
1084250	28-Feb-2024	WUZ 66 RENTAL LLC	2,625.00
1084284	28-Feb-2024	XIA, JINGNA	2,167.00
1084228	28-Feb-2024	XIAO, HONG MEI	1,886.00
1084285	28-Feb-2024	XIE, YUN	2,996.00
726165	28-Feb-2024	YAMASA CO. LTD	1,827.00
1084273	28-Feb-2024	YASSIR, YOUSEF	2,700.00
1084162	28-Feb-2024	YO, TIMOTHY	1,987.00
725637	14-Feb-2024	ZENCITY TECHNOLOGIES US INC	13,970.88
725647	14-Feb-2024	ZENG, WUXIN (R)	59.40
1084231	28-Feb-2024	ZHANG, JUNLI	1,193.00
1084229	28-Feb-2024	ZHANG, QISHENG	2,112.00
725579	07-Feb-2024	ZHAO, JIAPENG (R)	11.16
726166	28-Feb-2024	ZHENG, SHAO MEI	2,200.00
726178	05-Mar-2024	PSPRS	200.00
1084661	29-Mar-2024	1112 NORTH CALIFORNIA STREET PROPERTY LLC	1,300.00
1084741	29-Mar-2024	1125 CALIFORNIA LLC	2,911.00
727002	29-Mar-2024	2013-1 IH BORROWER LP	2,351.00
727003	29-Mar-2024	2017-1 IH BORROWER LP	6,505.00
727004	29-Mar-2024	2017-2 IH BORROWER LP	4,161.00
727005	29-Mar-2024	2018-1 IH BORROWER LP	1,700.00
727006	29-Mar-2024	2018-2 IH BORROWER LP	1,860.00
727007	29-Mar-2024	2018-4 IH BORROWER LP	2,241.00
726726	20-Mar-2024	2060 DIGITAL LLC, PHOENIX	10,050.00
1084740	29-Mar-2024	330 N COMANCHE LLC	5,797.00
1084640	29-Mar-2024	372 CHIPPEWA LLC	4,618.00
726179	06-Mar-2024	5 WORDS MEDIA	12,828.93
1084731	29-Mar-2024	847 RAY LLC	13,385.00
726180	06-Mar-2024	99 CENT ONLY STORES LLC #167 (R)	330.00
726376	13-Mar-2024	A MIND FOR DETAIL INC	8,891.26
726377	13-Mar-2024	A P FIRE PROTECTION, LLC	4,920.00
1084716	29-Mar-2024	ABDELKARIM, RABAH	2,088.00
726811	27-Mar-2024	ACCURATE CORROSION CONTROL INC	9,876.58
726181	06-Mar-2024	ACE UNIFORMS OF PHOENIX	2,493.79
726379	13-Mar-2024	ACE UNIFORMS OF PHOENIX	9,103.29
726685	20-Mar-2024	ACE UNIFORMS OF PHOENIX	4,990.95

Payment Number	Payment Date	Vendor Name	Amount
726812	27-Mar-2024	ACE UNIFORMS OF PHOENIX	2,175.08
1084392	07-Mar-2024	ACHEN GARDNER CONSTRUCTION LLC	1,305,064.38
1084505	20-Mar-2024	ACHEN GARDNER CONSTRUCTION LLC	161,100.11
726545	13-Mar-2024	ACTION DIRECT LLC (R)	666.76
726182	06-Mar-2024	ACTIVE ALARM COMPANY (R)	85.00
726183	06-Mar-2024	ADEPT LIFE SCIENCES (R)	871.87
726184	06-Mar-2024	ADP INTERPRETING LLC	140.00
726686	20-Mar-2024	ADP INTERPRETING LLC	140.00
726813	27-Mar-2024	ADP INTERPRETING LLC	140.00
726380	13-Mar-2024	AFLAC	324.19
726687	20-Mar-2024	AFR ENGINE	4,995.00
1084618	29-Mar-2024	AGARWAL, ABHISHEK	1,890.00
1084624	29-Mar-2024	AGARWAL, GOVIND KUMAR	3,182.00
726688	20-Mar-2024	AGILENT TECHNOLOGIES, INC	75,813.47
727008	29-Mar-2024	AH PROPERTIES	2,482.00
727009	29-Mar-2024	AHMETOVIC, AMILA	2,100.00
726185	06-Mar-2024	AHS RESCUE & ARIZONA HIKING SHACK	26,238.30
1084759	29-Mar-2024	AILEEN CHU HOLDINGS LLC	3,371.00
726792	20-Mar-2024	ALAM, LINA M	175.00
726901	27-Mar-2024	ALDECOA, RAMON T	2,622.00
726381	13-Mar-2024	ALFA LAVAL INC	98,167.08
726791	20-Mar-2024	AL-FAYEZ, SUMER (R)	6.54
1084554	28-Mar-2024	ALL ANIMALS RESCUE & TRANSPORTATION, LLC	2,106.00
1084387	07-Mar-2024	ALL CITY TOWING	48.00
1084440	14-Mar-2024	ALL CITY TOWING	72.00
1084517	20-Mar-2024	ALL CITY TOWING	60.00
1084564	28-Mar-2024	ALL CITY TOWING	88.00
726186	06-Mar-2024	ALL PRO FENCE COMPANY	3,210.01
1084384	07-Mar-2024	ALL THE KING'S FLAGS	836.14
726382	13-Mar-2024	ALLARD COLLISION LLC	5,130.19
726187	06-Mar-2024	ALLIED UNIVERSAL JANITORIAL SERVICES	4,100.50
726383	13-Mar-2024	ALLIED UNIVERSAL JANITORIAL SERVICES	41,326.45
726689	20-Mar-2024	ALLIED UNIVERSAL JANITORIAL SERVICES	1,616.28
726188	06-Mar-2024	ALLIED UNIVERSAL SECURITY SERVICES	1,188.00
726384	13-Mar-2024	ALLIED UNIVERSAL SECURITY SERVICES	2,376.00
726690	20-Mar-2024	ALLIED UNIVERSAL SECURITY SERVICES	1,188.00
1084631	29-Mar-2024	ALSAMKARI I, LLC	2,566.00
726189	06-Mar-2024	ALTITUDE RECREATION, INC	5,078.83
1084617	29-Mar-2024	AM PRESTIGE REAL ESTATE, LLC	2,092.00
726691	20-Mar-2024	AM SIGNAL, LLC	28,154.62
726814	27-Mar-2024	AMERICAN PUBLIC WORKS ASSOCIATION	9,525.00
726385	13-Mar-2024	AMERICAN REFRIGERATION SUPPLIES INC	6,153.89
1084629	29-Mar-2024	ANBARI, MOH BASSAM	2,195.00
726190	06-Mar-2024	ANCON	2,601.06
726386	13-Mar-2024	ANCON	11,876.48
726692	20-Mar-2024	ANCON	13,134.79
1084621	29-Mar-2024	ANDRAWES, ANTHONY M.	1,507.00
1084447	14-Mar-2024	ANDREW'S REFRIGERATIONS INC	330.00
726693	20-Mar-2024	ANIMAL DEFENSE LEAGUE OF ARIZONA	1,485.00
1084453	14-Mar-2024	ANTHEM LIFE INSURANCE COMPANY	15,160.90
726336	06-Mar-2024	ANY CREDIT AUTO SALES LLC (R)	329.74
726286	06-Mar-2024	AP0550 WARNER RANCH PHASE 3 ASSOCIATION	12,915.00
727010	29-Mar-2024	APC 2020 INVESTMENT, LLC	12,992.00
726387	13-Mar-2024	APL ACCESS & SECURITY	47,230.79
726815	27-Mar-2024	APL ACCESS & SECURITY	13,643.78
726816	27-Mar-2024	AQUAFIT CHLORINATION SYSTEMS, LLC	35,000.00
726388	13-Mar-2024	AQUATIC INFORMATICS INC	12,330.00
726191	06-Mar-2024	ARBORPRO INC	26,730.00
726389	13-Mar-2024	ARBORPRO INC	22,275.00
726546	13-Mar-2024	ARCE, KAI (R)	50.91
727011	29-Mar-2024	ARDA, JAMET E	1,792.00
1084510	20-Mar-2024	ARDURRA GROUP, INC	32,356.25
1084385	07-Mar-2024	ARIZONA 811	1,701.09

Payment Number	Payment Date	Vendor Name	Amount
726694	20-Mar-2024	ARIZONA CART SERVICES, INC	192.00
726817	27-Mar-2024	ARIZONA DEPT OF TRANSPORTATION	33,995.59
726390	13-Mar-2024	ARIZONA ELECTRIC SUPPLY CO	8,431.70
726818	27-Mar-2024	ARIZONA ELECTRIC SUPPLY CO	24,534.72
726192	06-Mar-2024	ARIZONA ELEVATOR SOLUTIONS, INC	157.83
726391	13-Mar-2024	ARIZONA ELEVATOR SOLUTIONS, INC	5,905.17
1084756	29-Mar-2024	ARIZONA ELITE PROPERTIES	2,436.00
726819	27-Mar-2024	ARIZONA HOUSING, INC	711.00
726820	27-Mar-2024	ARIZONA OFFICE TECHNOLOGIES	132.19
1084457	14-Mar-2024	ARIZONA PEST PREVENTION	95.00
1084514	20-Mar-2024	ARIZONA PEST PREVENTION	325.00
1084561	28-Mar-2024	ARIZONA PEST PREVENTION	80.00
726392	13-Mar-2024	ARIZONA POWER AUTHORITY	2,125.18
726393	13-Mar-2024	ARIZONA PUBLIC SERVICE COMPANY	4,742.91
726602	13-Mar-2024	ARIZONA PUBLIC SERVICE COMPANY	6,566.00
726695	20-Mar-2024	ARIZONA PUBLIC SERVICE COMPANY	192.05
726821	27-Mar-2024	ARIZONA PUBLIC SERVICE COMPANY	16,449.16
726822	27-Mar-2024	ARIZONA PUMP RESOURCES LLC	46,963.00
1084396	07-Mar-2024	ARIZONA REPUBLIC, THE	478.00
726823	27-Mar-2024	ARIZONA RUBBER COMPANY, INC	275.30
726193	06-Mar-2024	ARIZONA STATE TREASURER	278,575.62
726194	06-Mar-2024	ARIZONA STATE UNIVERSITY OFFICE FOR RESEARCH AND SPONSORED PROJECTS ADMINISTRATION	22,916.67
726195	06-Mar-2024	ARIZONA SUPREME COURT	9.00
1084394	07-Mar-2024	ARIZONA'S BEST, INC	112.00
1084448	14-Mar-2024	ARIZONA'S BEST, INC	2,847.00
1084571	28-Mar-2024	ARIZONA'S BEST, INC	148.00
726824	27-Mar-2024	ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES INC	30.00
1084568	28-Mar-2024	ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES INC	2,333.00
1084381	07-Mar-2024	ARTISTIC LAND MANAGEMENT INC	25,836.67
1084456	14-Mar-2024	ARTISTIC LAND MANAGEMENT INC	36,784.81
1084513	20-Mar-2024	ARTISTIC LAND MANAGEMENT INC	30,316.00
1084560	28-Mar-2024	ARTISTIC LAND MANAGEMENT INC	33,691.15
726394	13-Mar-2024	ASCENT AVIATION GROUP INC	35,492.02
726395	13-Mar-2024	ASR CONSTRUCTION GROUP LLC	74,792.98
1084389	07-Mar-2024	ATTORNEY OF LAW	4,583.34
726337	06-Mar-2024	AULAKH, MANDEEP (R)	72.21
1084744	29-Mar-2024	AZ HOME FOR US	1,792.00
726338	06-Mar-2024	AZ REAL HOLDING LLC (R)	44.71
727012	29-Mar-2024	AZ REAL HOLDINGS LLC	2,452.00
1084657	29-Mar-2024	AZ REALTY PROPERTY HOLDINGS, LLC	12,887.00
726196	06-Mar-2024	AZG, 3. LLC (R)	85.00
1084605	29-Mar-2024	AZLTRE LLC	1,482.00
726547	13-Mar-2024	AZUMI, MICHIIYA (R)	67.70
726396	13-Mar-2024	B&F CONTRACTING INC	91,245.19
726696	20-Mar-2024	B&F CONTRACTING INC	1,112,809.57
726197	06-Mar-2024	BAKER & TAYLOR, LLC	551.08
726697	20-Mar-2024	BAKER & TAYLOR, LLC	1,372.77
726825	27-Mar-2024	BAKER & TAYLOR, LLC	1,166.65
726548	13-Mar-2024	BAKER, JOHN W/ JOYCE (R)	5,308.67
1084512	20-Mar-2024	BALAR EQUIPMENT CORP	163.76
726609	14-Mar-2024	BALCH, RIANN	321.00
1084379	05-Mar-2024	BANK OF AMERICA	1,090,378.49
726698	20-Mar-2024	BANNER OCCUPATIONAL HEALTH CLINICS	4,373.00
1084692	29-Mar-2024	BARKDOLL PROPERTIES LLC	8,414.00
726397	13-Mar-2024	BARKER RINKER SEACAT ARCHITECTURE	10,228.20
726826	27-Mar-2024	BARKER RINKER SEACAT ARCHITECTURE	15,745.20
726492	13-Mar-2024	BARR, RALPH E	2,500.00
1084637	29-Mar-2024	BASA, VIJAYA KUMAR	2,700.00
726699	20-Mar-2024	BASS, GAYLE	500.00
1084558	28-Mar-2024	BAVCO	2,406.10
726603	13-Mar-2024	BCORE MF ARCHES LLC	431.00
727013	29-Mar-2024	BCORE MF ARCHES LLC	53,464.00
1084630	29-Mar-2024	BEAUX, CANDACE	1,227.00

Payment Number	Payment Date	Vendor Name	Amount
1084655	29-Mar-2024	BECKMAN, KRISTI M	2,230.00
726700	20-Mar-2024	BECKMAN, MAX	450.00
726673	20-Mar-2024	BELL, PANNARAI (R)	36.70
726610	14-Mar-2024	BERNER, ERIC M	162.92
1084674	29-Mar-2024	BEST NEIGHBORS, LLC	1,424.00
1084606	29-Mar-2024	BHATT, AMAR BHARAT	1,871.00
726398	13-Mar-2024	BIDDLE & BROWN FENCE CO LLC	2,469.15
1084555	28-Mar-2024	BIG STAR PROPERTIES, LLC	500.00
1084752	29-Mar-2024	BIG STAR PROPERTIES, LLC	15,922.00
726701	20-Mar-2024	BIG TEX TRAILERS	4,640.27
726198	06-Mar-2024	BINGHAM EQUIPMENT COMPANY	30,865.43
726793	20-Mar-2024	BISHOP, KARIN H	305.00
726952	27-Mar-2024	BLOOMBERG, JOSEPH (R)	98.70
726199	06-Mar-2024	BLUE LINE DOGS (R)	45.00
1084653	29-Mar-2024	BMF IV AZ LAGUNA VILLAGE LLC	17,051.00
726339	06-Mar-2024	BOMMAREDDY, ABHEESH REDDY (R)	24.35
726399	13-Mar-2024	BOOZ ALLEN HAMILTON INC	20,774.00
726355	07-Mar-2024	BOTROS, ASAMA	1,705.00
726200	06-Mar-2024	BOUND TREE MEDICAL LLC	786.39
726702	20-Mar-2024	BOUND TREE MEDICAL LLC	6,489.89
1084449	14-Mar-2024	BOWERS, ALEXANDRA	1,300.00
726953	27-Mar-2024	BOYD, JEAN (R)	31.35
1084734	29-Mar-2024	BRAVO, DEBORAH LYNN	1,161.00
727014	29-Mar-2024	BREIT MF LUMIERE CHANDLER LLC	1,339.00
1084390	07-Mar-2024	BRENNTAG PACIFIC INC	8,177.53
1084444	14-Mar-2024	BRENNTAG PACIFIC INC	10,151.95
1084504	20-Mar-2024	BRENNTAG PACIFIC INC	24,160.17
1084566	28-Mar-2024	BRENNTAG PACIFIC INC	16,332.37
726549	13-Mar-2024	BRETON, WHITNEY (R)	40.13
726827	27-Mar-2024	BRICKS 4 KIDZ	6,020.00
726400	13-Mar-2024	BRIGHT TOUCH PAINTING LLC	780.00
1084393	07-Mar-2024	BRIGHTVIEW LANDSCAPE SERVICES, INC	39,075.39
1084570	28-Mar-2024	BRIGHTVIEW LANDSCAPE SERVICES, INC	107,478.10
1084649	29-Mar-2024	BROADWAY ROAD PROPERTY LLC	1,178.00
726401	13-Mar-2024	BROOKSIES PROPANE	57.68
1084676	29-Mar-2024	BROTHERS TAEKWON DO INC	1,323.00
1084559	28-Mar-2024	BROWN AND CALDWELL	5,343.25
726402	13-Mar-2024	BROWN, BARTON (R)	87.96
726287	06-Mar-2024	BRUNT, TIM	3,000.00
726674	20-Mar-2024	BUCKLEW FARM CHRISTMAS LLC (R)	1,195.72
1084521	20-Mar-2024	BUELT, JULIE K	79.02
726611	14-Mar-2024	BUESING CORPORATION	582.18
726703	20-Mar-2024	BUESING CORPORATION	50.00
726828	27-Mar-2024	BUESING CORPORATION	100.00
727015	29-Mar-2024	BULLSEYE PROPERTY MANAGEMENT, LLC	1,510.00
1084648	29-Mar-2024	BURCH, CHRISTOPHER	1,503.00
726987	28-Mar-2024	BURN, JOSHUA J	5.00
1084717	29-Mar-2024	BURNHAM, TIMOTHY	1,190.00
726201	06-Mar-2024	BUSE PRINTING	9,633.26
726954	27-Mar-2024	BUXTON, SHAUNA (R)	7.77
726202	06-Mar-2024	C & I SHOW HARDWARE & SECURITY SYSTEMS INC	1,760.00
726403	13-Mar-2024	C & I SHOW HARDWARE & SECURITY SYSTEMS INC	5,053.49
727016	29-Mar-2024	CALDWELL PROPERTY SOLUTIONS	1,338.00
1084569	28-Mar-2024	CALIENTE CONSTRUCTION INC	548,462.43
726794	20-Mar-2024	CALLIS, HEATHER L	115.00
726550	13-Mar-2024	CANE, FIONA (R)	40.89
726612	14-Mar-2024	CARTER, DANNY W	46.05
726551	13-Mar-2024	CASTORANO, TROY (R)	46.65
1084386	07-Mar-2024	CATHOLIC CHARITIES COMMUNITY SERVICES, INC	25,000.00
726404	13-Mar-2024	CATHOLIC CHARITIES COMMUNITY SERVICES, INC	25,000.00
726795	20-Mar-2024	CAZARES, GORGE L	2.00
1084515	20-Mar-2024	CENTRAL ARIZONA PROJECT	26,208.00
726405	13-Mar-2024	CENTRALSQUARE TECHNOLOGIES	270.00

Payment Number	Payment Date	Vendor Name	Amount
1084446	14-Mar-2024	CENTURYLINK	3,330.41
726704	20-Mar-2024	CENTURYLINK	12,111.95
726675	20-Mar-2024	CERDA, VENEDITA (R)	45.58
726988	28-Mar-2024	CHAMBERLAIN, JESSICA L	162.00
1084437	07-Mar-2024	CHANDLER GARDENS	1,981.00
1084750	29-Mar-2024	CHANDLER GARDENS	20,827.00
726356	07-Mar-2024	CHANDLER POLICE CHARITIES	447.12
1084762	29-Mar-2024	CHANDLER PROPERTY DEVELOPMENT ASSOCIATES LTD PTR (231-1)	19,485.00
726989	28-Mar-2024	CHANDLER SCHOOL BOOSTERS, INC.	500.00
726990	28-Mar-2024	CHANDLER UNIFIED SCHOOL DISTRICT #80	500.00
726991	28-Mar-2024	CHANDLER UNIFIED SCHOOL DISTRICT #80	500.00
726992	28-Mar-2024	CHANDLER UNIFIED SCHOOL DISTRICT #80	500.00
726993	28-Mar-2024	CHANDLER UNIFIED SCHOOL DISTRICT #80	500.00
726994	28-Mar-2024	CHANDLER UNIFIED SCHOOL DISTRICT #80	500.00
726552	13-Mar-2024	CHASE, KYLE (R)	115.46
1084442	14-Mar-2024	CHASSE BUILDING TEAM INC	243,528.35
1084519	20-Mar-2024	CHASSE BUILDING TEAM INC	423,534.78
726847	27-Mar-2024	CHAVOOS, GOOLAM SABER	1,100.00
726203	06-Mar-2024	CHILD CRISIS ARIZONA	50,000.00
726224	06-Mar-2024	CHILINSKI, ERIN (R)	170.00
726204	06-Mar-2024	CHILLER CITY CORPORATION	1,712.00
726705	20-Mar-2024	CHILLER CITY CORPORATION	1,782.00
1084507	20-Mar-2024	CHOICE MAINTENANCE AND ASPHALT SERVICES, LLC	76,374.00
1084572	28-Mar-2024	CHOICE MAINTENANCE AND ASPHALT SERVICES, LLC	6,336.00
726796	20-Mar-2024	CHRISTIAN, JEFFREY A	339.00
726340	06-Mar-2024	CI TECHNOLOGIES INC	25,000.00
726205	06-Mar-2024	CINTAS CORPORATION	1,907.84
726406	13-Mar-2024	CINTAS CORPORATION	661.78
726706	20-Mar-2024	CINTAS CORPORATION	2,598.04
726829	27-Mar-2024	CINTAS CORPORATION	1,444.05
726707	20-Mar-2024	CITY OF AVONDALE	30,600.00
726407	13-Mar-2024	CITY OF CHANDLER	1,500.00
726553	13-Mar-2024	CITY OF CHANDLER AQUATICS (R)	210.87
726604	13-Mar-2024	CITY OF ORLANDO HOUSING AUTHORITY	1,022.25
726408	13-Mar-2024	CITY OF PHOENIX	3,500.00
726708	20-Mar-2024	CITY OF PHOENIX	70.00
726206	06-Mar-2024	CITY OF TEMPE	16,038.00
1084383	07-Mar-2024	CITY WIDE PEST CONTROL INC	133.00
1084458	14-Mar-2024	CITY WIDE PEST CONTROL INC	2,338.00
726709	20-Mar-2024	CLARK HILL PLC	8,384.55
726710	20-Mar-2024	CLARK, ADAM	700.00
726711	20-Mar-2024	CLARK, ADAM	600.00
726341	06-Mar-2024	CLARK, MELODIE (R)	612.00
726712	20-Mar-2024	CLAUSEN, JOHN (R)	47.55
1084380	07-Mar-2024	CLEANVIEW SEWER INSPECTIONS LLC	7,406.84
1084557	28-Mar-2024	CLEANVIEW SEWER INSPECTIONS LLC	1,282.43
726207	06-Mar-2024	CLEMBONE LIGHTING CONCEPTS (R)	45.00
726713	20-Mar-2024	COCOMAMA	4,250.00
726409	13-Mar-2024	COLAB STUDIO, LLC	30,000.00
726410	13-Mar-2024	COLE ARCHITECTS, PLLC	5,993.25
726411	13-Mar-2024	COMMERCIAL POOL REPAIR	20,775.10
726830	27-Mar-2024	COMMERCIAL POOL REPAIR	42,128.91
1084382	07-Mar-2024	COMMUNITY BRIDGES, INC	10,000.00
726714	20-Mar-2024	COMPUTER AID, INC	71,300.00
726831	27-Mar-2024	COMPUTER AID, INC	3,750.00
726715	20-Mar-2024	CONNOR, LIAM	800.00
1084439	14-Mar-2024	CONSULTANT ENGINEERING INC	1,950.00
726208	06-Mar-2024	CONVERGENT PRINT GROUP LLC	303.12
726716	20-Mar-2024	CONVERGENT PRINT GROUP LLC	303.12
726412	13-Mar-2024	COPPER STATE PAVEMENT, INC	38,120.09
726209	06-Mar-2024	CORE & MAIN LP	457.15
726413	13-Mar-2024	CORE & MAIN LP	2,976.71
726832	27-Mar-2024	CORE & MAIN LP	21,498.15

Payment Number	Payment Date	Vendor Name	Amount
726717	20-Mar-2024	CORE CONSTRUCTION INC	346,808.01
1084770	29-Mar-2024	COSTALES, ABEL	706.00
726833	27-Mar-2024	COUNTRYSIDE ESTATES COMMUNITY ASSOCIATION	5,034.00
1084516	20-Mar-2024	COURTESY CHEVROLET	283,094.04
1084563	28-Mar-2024	COURTESY CHEVROLET	122,082.98
726342	06-Mar-2024	COWEN, KRISTAN (R)	20.84
726718	20-Mar-2024	COX BUSINESS	827.50
726414	13-Mar-2024	CRAWFORD MECHANICAL SERVICES, LLC	1,155.00
726834	27-Mar-2024	CRAWFORD MECHANICAL SERVICES, LLC	713.25
726835	27-Mar-2024	CRESCENDO CONSULTING GROUP, LLC	9,333.34
726554	13-Mar-2024	CRITTENDEN, KYLE (R)	60.83
726555	13-Mar-2024	CRP WP ALTA CHANDLER OWNER LLC (R)	333.59
1084509	20-Mar-2024	CS CONSTRUCTION INC	425,370.60
726288	06-Mar-2024	CUELLAR, CALEIGH	1,540.00
726848	27-Mar-2024	CURIEL, ESTABAN	3,200.00
1084562	28-Mar-2024	CURTIS BLUE LINE	36,608.13
726719	20-Mar-2024	CUTTERS DOCUMENT DESTRUCTION, LLC	99.95
726415	13-Mar-2024	D L SALES CORP	1,640.62
726836	27-Mar-2024	D&H WATER SYSTEMS INC	20,649.30
726210	06-Mar-2024	DAVID H. PAUL, INC.	8,950.50
1084663	29-Mar-2024	DAVID INVESTMENT LLC	289.00
726211	06-Mar-2024	DAY AUTO SUPPLY, INC	963.31
726416	13-Mar-2024	DAY AUTO SUPPLY, INC	1,444.48
726720	20-Mar-2024	DAY AUTO SUPPLY, INC	1,462.29
726837	27-Mar-2024	DAY AUTO SUPPLY, INC	324.63
726955	27-Mar-2024	DAYTON, SONIA (R)	2,482.80
726556	13-Mar-2024	DCS CONTRACTING INC (R)	1,267.42
1084520	20-Mar-2024	DEANDA, MELISSA K	681.40
727017	29-Mar-2024	DEARMON, VANESSA (R)	13,248.40
726212	06-Mar-2024	DECA SOUTHWEST	16,614.60
726417	13-Mar-2024	DECA SOUTHWEST	4,560.55
726721	20-Mar-2024	DECA SOUTHWEST	1,536.64
726838	27-Mar-2024	DECA SOUTHWEST	6,476.80
726839	27-Mar-2024	DELL FINANCIAL SERVICES LLC	134,366.26
726418	13-Mar-2024	DELTA DENTAL OF ARIZONA	10,987.83
726419	13-Mar-2024	DELTA DENTAL OF ARIZONA	155,159.65
1084443	14-Mar-2024	DENNIS L LOPEZ & ASSOCIATES LLC	1,050.00
726213	06-Mar-2024	DESERT KIDNEY ASSOCIATES (R)	95.00
726214	06-Mar-2024	DESERT TOX, LLC	868.50
726557	13-Mar-2024	DESORMEAU, TODD (R)	84.35
726420	13-Mar-2024	DETECTION INSTRUMENTS CORP.	840.00
1084388	07-Mar-2024	DEVAU HUMAN RESOURCES	22,046.23
1084441	14-Mar-2024	DEVAU HUMAN RESOURCES	15,457.61
1084518	20-Mar-2024	DEVAU HUMAN RESOURCES	6,150.98
1084565	28-Mar-2024	DEVAU HUMAN RESOURCES	24,474.22
726558	13-Mar-2024	DIAZ, URSULA (R)	79.33
726421	13-Mar-2024	DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC	176,600.93
726422	13-Mar-2024	DIBBLE CM, LLC	121,650.00
726423	13-Mar-2024	DICK & FRITSCH DESIGN GROUP, INC	1,540.00
726840	27-Mar-2024	DIG STUDIO INC	132,118.95
726722	20-Mar-2024	DIGNITY HEALTH FOUNDATION - EAST VALLEY	31,505.00
726436	13-Mar-2024	DIRON	300.00
726982	27-Mar-2024	DO, ANH (R)	320.86
727018	29-Mar-2024	DO, HUNG VAN	908.00
726723	20-Mar-2024	DOBSON FARMS V, LLC	4,303.80
726956	27-Mar-2024	DOGIN, JOSHUA (R)	21.33
726357	07-Mar-2024	DONDA LLC (R)	86.21
727019	29-Mar-2024	DOUGLAS, SHAWN K	2,656.00
726424	13-Mar-2024	DP AIR CORP	123.00
726215	06-Mar-2024	DPC ENTERPRISES LP	16,613.59
726225	06-Mar-2024	DPC ENTERPRISES LP	21,478.35
726425	13-Mar-2024	DPC ENTERPRISES LP	13,119.09
726724	20-Mar-2024	DPC ENTERPRISES LP	8,698.54

Payment Number	Payment Date	Vendor Name	Amount
726727	20-Mar-2024	DPC ENTERPRISES LP	8,939.07
726426	13-Mar-2024	DREAMBOX ART	1,200.00
726559	13-Mar-2024	DUBOSE, KEISHA (R)	6.13
727020	29-Mar-2024	DUCKS & ASSOC REALTY INC	1,912.00
726995	28-Mar-2024	DUEKER, NOAH J	60.00
726216	06-Mar-2024	DULBERG, ADAM	250.00
726427	13-Mar-2024	DUMMIES UNLIMITED	2,460.00
726957	27-Mar-2024	DUNN, BRIAN (R)	52.21
1084391	07-Mar-2024	DYE CARBONIC	3,926.86
1084445	14-Mar-2024	DYE CARBONIC	482.55
1084567	28-Mar-2024	DYE CARBONIC	1,765.79
726841	27-Mar-2024	DYNAMIC DOOR SERVICE LLC	2,675.00
1084395	07-Mar-2024	DYNAMIC OFFICIALS AND SPORTS	4,095.00
1084508	20-Mar-2024	DYNAMIC OFFICIALS AND SPORTS	3,354.00
1084573	28-Mar-2024	DYNAMIC OFFICIALS AND SPORTS	1,326.00
726226	06-Mar-2024	EARNHARDT	3,812.29
726728	20-Mar-2024	EARNHARDT	2,449.49
726849	27-Mar-2024	EARNHARDT	447.66
726851	27-Mar-2024	EARNHARDT	9,332.03
726729	20-Mar-2024	EARNHARDT CHEVROLET	8,139.45
726852	27-Mar-2024	EARNHARDT CHEVROLET	3,347.02
1084578	28-Mar-2024	EARNHARDT TOYOTA	729.06
1084400	07-Mar-2024	EAST VALLEY JCC	124,750.00
726730	20-Mar-2024	ECULEUS GROUP LLC	750.00
1084760	29-Mar-2024	EDB ENTERPRISE LLC	2,158.00
1084707	29-Mar-2024	EKSS LLC	2,057.00
726437	13-Mar-2024	ELLERTSON, KOLE (R)	1.72
726343	06-Mar-2024	ELLIOTT, SIDNEY (R)	820.00
726227	06-Mar-2024	ELONTEC, LLC	12,877.40
726438	13-Mar-2024	ELONTEC, LLC	12,991.14
726228	06-Mar-2024	EMCOR SERVICES ARIZONA	10,000.00
726439	13-Mar-2024	EMCOR SERVICES ARIZONA	1,067.45
726853	27-Mar-2024	EMCOR SERVICES ARIZONA	347,442.19
1084413	07-Mar-2024	EMPACT SUICIDE PREVENTION CENTER INC	12,770.00
726229	06-Mar-2024	EMPIRE SOUTHWEST	44.73
726854	27-Mar-2024	EMPIRE SOUTHWEST	3,909.80
726440	13-Mar-2024	ENG, LEUNG	320.00
726731	20-Mar-2024	ENG, LEUNG	240.00
726428	13-Mar-2024	ENRIQUEZ, ARIANA	100.00
726441	13-Mar-2024	ENTELLUS INC	50,803.03
726732	20-Mar-2024	ENTELLUS INC	24,193.65
726855	27-Mar-2024	ENTELLUS INC	44,736.89
726442	13-Mar-2024	ENVIRONMENTAL DRAIN & ODOR CONTROL SERVICES LLC	2,730.00
726733	20-Mar-2024	ENVIRONMENTAL DRAIN & ODOR CONTROL SERVICES LLC	1,225.00
726856	27-Mar-2024	ENVIRONMENTAL DRAIN & ODOR CONTROL SERVICES LLC	1,360.00
1084703	29-Mar-2024	EPICENTER HOLDINGS LLC	1,657.00
726443	13-Mar-2024	EPS GROUP INC	17,092.50
726857	27-Mar-2024	EPS GROUP INC	6,142.00
726734	20-Mar-2024	EQUIFAX WORKFORCE SOLUTIONS LLC	7,582.79
726797	20-Mar-2024	ESCALANTE, CHANDLER G	24.99
727021	29-Mar-2024	ESHAQ, MUNAIM GEORGE ABU	612.00
1084466	14-Mar-2024	ESRI INC	8,990.96
726613	14-Mar-2024	ETHERIDGE, KEVIN M II	141.00
1084575	28-Mar-2024	EUREKA PRODUCTIONS, INC	10,171.75
726444	13-Mar-2024	EUROFINS ENVIRONMENT TESTING SOUTHWEST LLC	1,961.50
726735	20-Mar-2024	EUROFINS ENVIRONMENT TESTING SOUTHWEST LLC	327.50
726445	13-Mar-2024	EVANS, GARY E	1,173.00
726736	20-Mar-2024	EVEREST COMMUNICATIONS	2,409.25
1084402	07-Mar-2024	EWING IRRIGATION PRODUCTS INC	14,796.34
1084474	14-Mar-2024	EWING IRRIGATION PRODUCTS INC	2,193.77
1084531	20-Mar-2024	EWING IRRIGATION PRODUCTS INC	1,478.74
1084580	28-Mar-2024	EWING IRRIGATION PRODUCTS INC	4,687.67
726230	06-Mar-2024	EXERPLAY INC	8,337.04

Payment Number	Payment Date	Vendor Name	Amount
726446	13-Mar-2024	EXERPLAY INC	20,610.88
726231	06-Mar-2024	FACTORY MOTOR PARTS COMPANY	2,176.22
726737	20-Mar-2024	FACTORY MOTOR PARTS COMPANY	443.72
726859	27-Mar-2024	FACTORY MOTOR PARTS COMPANY	5,573.63
727022	29-Mar-2024	FARNSWORTH REALTY & MANAGEMENT	1,940.00
727023	29-Mar-2024	FASHION CENTER ACQUISITION LLC	1,393.00
726289	06-Mar-2024	FEIGHT, JEFFERY D	1,720.00
726560	13-Mar-2024	FELIX SCHWARZBECK, FERNANDA (R)	66.23
726232	06-Mar-2024	FENNEMORE CRAIG, P.C.	6,971.00
726447	13-Mar-2024	FERGUSON ENTERPRISES, LLC	1,185.43
726860	27-Mar-2024	FERGUSON ENTERPRISES, LLC	2,396.30
726738	20-Mar-2024	FIDELITY NATIONAL TITLE AGENCY INC	200.00
726448	13-Mar-2024	FIELDPRINT, INC	264.00
1084681	29-Mar-2024	FINNEY, JESSE	1,746.00
726605	13-Mar-2024	FLAGSTAFF HOUSING AUTHORITY	2,476.25
726561	13-Mar-2024	FLEMING, BEVERLY (R)	38.89
1084455	14-Mar-2024	FLEXIBLE BENEFIT ADMINISTRATORS INC	677.20
1084556	28-Mar-2024	FLEXIBLE BENEFIT ADMINISTRATORS INC	862.50
726233	06-Mar-2024	FLINT HOUSE LLC (R)	45.00
1084638	29-Mar-2024	FLINT HOUSE, LLC	1,007.00
726449	13-Mar-2024	FLYERS ENERGY, LLC	63,484.98
726739	20-Mar-2024	FLYERS ENERGY, LLC	43,651.93
726861	27-Mar-2024	FLYERS ENERGY, LLC	48,693.42
1084639	29-Mar-2024	FNU NOVITA	2,171.00
1084720	29-Mar-2024	FOCUS LLC	3,057.00
727024	29-Mar-2024	FOOTHILLS REALTY & MANAGEMENT	2,233.00
726450	13-Mar-2024	FOR OUR CITY-CHANDLER	7,000.00
726562	13-Mar-2024	FORD, HUNTER (R)	21.22
1084412	07-Mar-2024	FOSTER ELECTRIC MOTOR SERVICE, INC	2,349.86
1084524	20-Mar-2024	FOSTER ELECTRIC MOTOR SERVICE, INC	21,788.00
726563	13-Mar-2024	FOSTER, MORGAN (R)	11.22
726451	13-Mar-2024	FPS CIVIL LLC	239,197.19
726234	06-Mar-2024	FREIGHTLINER OF ARIZONA LLC	473.56
726862	27-Mar-2024	FREIGHTLINER OF ARIZONA LLC	247.93
1084646	29-Mar-2024	FRESNO INVESTMENTS	978.00
726564	13-Mar-2024	FROXYLIA, JAMES (R)	201.78
726740	20-Mar-2024	FRUTH GROUP INC	1,122.64
726741	20-Mar-2024	FSL HOME IMPROVEMENTS	11,567.48
726452	13-Mar-2024	FX TACTICAL LLC	5,353.93
726235	06-Mar-2024	GAJANAN LLC	48,000.00
727025	29-Mar-2024	GANAPATHY, RAMSUNDAR	2,051.00
727026	29-Mar-2024	GANI, OSAMA S	1,422.00
726615	19-Mar-2024	GARCIA, VERONICA (R)	193.00
726236	06-Mar-2024	GARNEY CONSTRUCTION, INC	29,053.21
727027	29-Mar-2024	GAVAN & BARKER INC	12,044.45
726742	20-Mar-2024	GEOSYSTEMS ANALYSIS INC	4,312.50
726565	13-Mar-2024	GERRY, LAUREN (R)	72.29
726217	06-Mar-2024	GRSZEWKI, DAVID (R)	35.00
726566	13-Mar-2024	GERVAIS, PAUL (R)	38.42
1084619	29-Mar-2024	GHAFOOR, BAN ABDUL	1,648.00
1084613	29-Mar-2024	GHAMRAOUI, SABAH K	1,827.00
1084473	14-Mar-2024	GHAFTER PAINTING & COATINGS INC	8,950.00
1084579	28-Mar-2024	GHAFTER PAINTING & COATINGS INC	2,770.00
726453	13-Mar-2024	GHD INC	19,027.50
727028	29-Mar-2024	GHOMRAWI, ABDALLAH	663.00
726429	13-Mar-2024	GIAMBALVO, ALEXANDRA ELIZABETH ANN BRUNET	1,400.00
726344	06-Mar-2024	GIESE, OWEN (R)	50.62
726743	20-Mar-2024	GILA RIVER INDIAN COMMUNITY	19.80
726744	20-Mar-2024	GILA RIVER TELECOMMUNICATION	223.21
726430	13-Mar-2024	GILBERT MUNICIPAL COURT	500.00
726842	27-Mar-2024	GILBERT MUNICIPAL COURT	200.00
1084689	29-Mar-2024	GILBERT, JUSTIN	909.00
1084685	29-Mar-2024	GILBERT, THURMAN	2,173.00

Payment Number	Payment Date	Vendor Name	Amount
726567	13-Mar-2024	GILMOUR, ALEXANDER (R)	83.31
1084665	29-Mar-2024	GIRGIS, JAKLINE	1,380.00
1084722	29-Mar-2024	GJONZENELI, MURAT	5,442.00
1084658	29-Mar-2024	GO GET IT INVESTMENTS LLC	903.00
726568	13-Mar-2024	GO, ALFONSO (R)	67.82
1084404	07-Mar-2024	GOERING, ROBERT, RUBIN, BROGNA, ENOS & TREADWELL-RUBIN, P.C.	437.50
1084461	14-Mar-2024	GOERING, ROBERT, RUBIN, BROGNA, ENOS & TREADWELL-RUBIN, P.C.	87.50
726454	13-Mar-2024	GOING ON FAITH	1,800.00
1084738	29-Mar-2024	GOLD COAST REALTY	1,938.00
1084680	29-Mar-2024	GOLD STONE INVESTMENT LLC	2,000.00
726863	27-Mar-2024	GOLD TRUST REALTY	300.00
727029	29-Mar-2024	GOLD TRUST REALTY	6,783.00
726864	27-Mar-2024	GONZALES, JESSICA	11,000.00
726455	13-Mar-2024	GONZALEZ & SMITH, P. C.	4,583.34
1084403	07-Mar-2024	GOODMANS INTERIOR STRUCTURES	18,603.90
1084581	28-Mar-2024	GOODMANS INTERIOR STRUCTURES	3,194.91
726456	13-Mar-2024	GORDWIN LAW, PLLC	4,583.34
1084767	29-Mar-2024	GORE, VIPUL	1,267.00
726745	20-Mar-2024	GOUDELIS, IOANNIS	525.00
1084644	29-Mar-2024	GOVINDARAJAN, OMKAR	2,487.00
726237	06-Mar-2024	GRAINGER	6,129.39
726457	13-Mar-2024	GRAINGER	2,848.58
726458	13-Mar-2024	GRAINGER	8,481.05
726865	27-Mar-2024	GRAINGER	7,122.55
726746	20-Mar-2024	GRANITE CONSTRUCTION COMPANY	228,694.69
726290	06-Mar-2024	GRANT, JO ANN AND AMOA	1,920.00
726747	20-Mar-2024	GRAY QUARTER, INC	925.00
726866	27-Mar-2024	GRAYBAR ELECTRIC COMPANY INC	16,174.33
726867	27-Mar-2024	GREAT TRAINING LLC	2,185.00
1084401	07-Mar-2024	GREATER PHOENIX ECONOMIC COUNCIL	34,633.00
1084469	14-Mar-2024	GREATER PHOENIX ECONOMIC COUNCIL	2,500.00
1084398	07-Mar-2024	GREEN & BAKER LTD	2,847.00
1084577	28-Mar-2024	GREEN & BAKER LTD	2,593.50
726238	06-Mar-2024	GROUND CONTROL LLC	98,908.02
726868	27-Mar-2024	GROUND CONTROL LLC	5,695.00
726367	07-Mar-2024	GRS INVESTMENT COMPANY, LLC	4,075.00
726983	27-Mar-2024	GRS INVESTMENT COMPANY, LLC	3,043.00
727030	29-Mar-2024	GRS INVESTMENT COMPANY, LLC	4,603.00
726459	13-Mar-2024	GRUEN GRUEN & ASSOCIATES	10,000.00
1084714	29-Mar-2024	GUERRERO, LAURIE	2,180.00
1084711	29-Mar-2024	GUERRERO, ROSE	3,073.00
726798	20-Mar-2024	GUSTAFSON, MISTY A	303.00
726239	06-Mar-2024	GYM TECH LLC	185.63
726958	27-Mar-2024	HABEGGER, LOREN (R)	54.95
726460	13-Mar-2024	HACH COMPANY	8,391.76
1084698	29-Mar-2024	HADAWAY, MICHELLE VIVIANNE	1,502.00
1084686	29-Mar-2024	HADEED, JAMES	1,714.00
726240	06-Mar-2024	HAIR ART SALON LLC (R)	45.00
1084771	29-Mar-2024	HALL, ERIC	982.00
726869	27-Mar-2024	HALL, RANDY (R)	100.00
1084667	29-Mar-2024	HAMMEL INVESTMENTS, LLC	1,826.00
1084407	07-Mar-2024	HANDLING SYSTEMS, INC	96.00
1084725	29-Mar-2024	HANDZEL, SHARON C	1,306.00
1084620	29-Mar-2024	HARINAV LLC	3,018.00
726461	13-Mar-2024	HARINGA COMPRESSOR INC	31,638.25
726462	13-Mar-2024	HAROLD PIERSON COMMUNICATIONS	375.00
726959	27-Mar-2024	HARRELSON, PATRICK (R)	295.58
726368	07-Mar-2024	HARRIS, LADEIDRE (R)	259.00
726358	07-Mar-2024	HARRIS, OD A	342.00
1084654	29-Mar-2024	HARTFORD APARTMENTS	2,823.00
726241	06-Mar-2024	HAUS, PEDAL (R)	170.00
726463	13-Mar-2024	HAWKEYE ELECTRIC INC	72,898.80
726870	27-Mar-2024	HAWKEYE ELECTRIC INC	24,172.00

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1084406	07-Mar-2024	HAYDON COMPANIES LLC	383,861.43
1084672	29-Mar-2024	HAZELTINE RENTALS LLC	2,000.00
726242	06-Mar-2024	HAZEN AND SAWYER	1,762.50
726464	13-Mar-2024	HAZEN AND SAWYER	128,046.05
727031	29-Mar-2024	HCL LLC	1,121.00
726243	06-Mar-2024	HDR ENGINEERING INC	21,237.50
1084534	20-Mar-2024	HEINFELD, MEECH & CO PC	1,500.00
726748	20-Mar-2024	HENDERSON BELTWAY, LLC	6,538.88
1084660	29-Mar-2024	HENES, HAIDY	1,190.00
726871	27-Mar-2024	HERNANDEZ COMPANIES	15,785.00
1084748	29-Mar-2024	HERNANDEZ, ERIBERTO	1,442.00
726799	20-Mar-2024	HERNANDEZ, MARICELA	44.20
726465	13-Mar-2024	HERNANDEZ-GARCIA, MIGUEL ANTONIO (R)	527.41
726960	27-Mar-2024	HIATT, MARY (R)	17.32
1084459	14-Mar-2024	HILL BROTHERS CHEMICAL CO	38,407.00
726244	06-Mar-2024	HLC	8,224.00
726961	27-Mar-2024	HO, BAO (R)	127.42
726962	27-Mar-2024	HO, ESTHER (R)	5.14
1084769	29-Mar-2024	HOANG, BUUCHAU QUOC	2,946.00
726569	13-Mar-2024	HOEYE, CHRIS (R)	69.63
726245	06-Mar-2024	HOMESTEAD STEAKS LLC (R)	45.00
1084410	07-Mar-2024	HORIZON DISTRIBUTORS INC	261.67
1084464	14-Mar-2024	HORIZON DISTRIBUTORS INC	140.04
1084522	20-Mar-2024	HORIZON DISTRIBUTORS INC	212.12
726218	06-Mar-2024	HOSEPOWERUSA AND/OR COMPLETE SAFETY	142.47
726606	13-Mar-2024	HOUSING AUTHORITY OF JOLIET	2,215.25
726570	13-Mar-2024	HUBBARD, JIM (R)	12.27
727032	29-Mar-2024	HUERTA, JUANITA	160.00
726219	06-Mar-2024	HUFF, ANGELA & MATTHEW (R)	85.00
726749	20-Mar-2024	HUGHES FIRE EQUIPMENT INC	1,636,408.09
726246	06-Mar-2024	HUGHES, JIM (R)	25.00
726466	13-Mar-2024	I-CARE RELIABILITY, INC	1,044.94
727033	29-Mar-2024	IH2 PROPERTY BORROWER LP	1,063.00
727034	29-Mar-2024	IH5 PROPERTY BORROWER LP	2,375.00
727035	29-Mar-2024	IH6 PROPERTY BORROWER LP	4,616.00
726984	27-Mar-2024	IMMACULATE ETIENDEM (R)	358.86
1084679	29-Mar-2024	IMT CAPITAL VI CHANDLER LLC	15,502.00
726247	06-Mar-2024	INGRAM LIBRARY SERVICES	8,299.27
726750	20-Mar-2024	INGRAM LIBRARY SERVICES	8,023.96
726872	27-Mar-2024	INGRAM LIBRARY SERVICES	9,502.97
726345	06-Mar-2024	INNOVATIVE PROPERTY HOLDINGS LLC (R)	324.89
1084584	28-Mar-2024	IN-PIPE TECHNOLOGY	22,000.00
726467	13-Mar-2024	INSTRUMENTATION AND CONTROLS LLC	5,917.77
726873	27-Mar-2024	INTERSTATE BATTERY SYSTEM OF PHX	1,609.68
726248	06-Mar-2024	INTERWEST SAFETY SUPPLY LLC	2,634.42
726468	13-Mar-2024	INTERWEST SAFETY SUPPLY LLC	363.38
726874	27-Mar-2024	INTERWEST SAFETY SUPPLY LLC	4,090.53
1084737	29-Mar-2024	INVESTAR REAL ESTATE SPECIALISTS LLC	1,774.00
726249	06-Mar-2024	IRIDIUM SATELITE LLC (R)	33.75
726250	06-Mar-2024	IRON AGE DESIGNS	68,691.00
726751	20-Mar-2024	ISAAC, CARA	400.00
726346	06-Mar-2024	ISLAS, GABRIEL (R)	64.20
726571	13-Mar-2024	ISOM, BRANDON (R)	18.85
727036	29-Mar-2024	J & B INVESTMENT	1,271.00
726875	27-Mar-2024	J.S. HELD LLC	42,622.00
1084467	14-Mar-2024	J2 ENGINEERING & ENVIRONMENTAL DESIGN, LLC	1,209.78
1084525	20-Mar-2024	J2 ENGINEERING & ENVIRONMENTAL DESIGN, LLC	75.88
1084460	14-Mar-2024	JACOBO LAW FIRM, PLLC	4,583.34
1084743	29-Mar-2024	JAIN, VIKAS	1,522.00
726359	07-Mar-2024	JAMBA JUICE	320.00
1084694	29-Mar-2024	JDC INVESTMENTS LLC	1,494.00
1084471	14-Mar-2024	JEFF MARTIN CONSULTING LLC	1,930.40
726251	06-Mar-2024	JEFFERS, CHRISTOPHER SCOTT	850.00

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726252	06-Mar-2024	JENI MCCUTCHEON, PSY.D., PLLC	800.00
726493	13-Mar-2024	JENIK, SPENCER L	750.00
1084753	29-Mar-2024	JJBMC PROPERTIES LLC	4,353.00
726431	13-Mar-2024	JOHN DEERE AG & TURF COMMERCIAL BUSINESS DIVISION AND GOVERNMENTAL SALES	15,010.82
726572	13-Mar-2024	JOHNSEN, VICTORIA (R)	2,050.21
726752	20-Mar-2024	JOHNSON, TODD D	675.00
726573	13-Mar-2024	JONAS, ANDREA (R)	20.81
1084699	29-Mar-2024	JONES, PATRICIA A.	2,001.00
1084612	29-Mar-2024	JOSHI, PRANAV	2,133.00
727037	29-Mar-2024	JOU, SEN T	5,676.00
1084470	14-Mar-2024	JPCI SERVICES	45,757.60
727038	29-Mar-2024	JRS GUERRERO LIMITED PARTNERSHIP	2,139.00
1084528	20-Mar-2024	JUST PLANT DESIGNERS INC	165.00
726876	27-Mar-2024	JUSTICE TRAX INC	11,906.00
726877	27-Mar-2024	K2 ELECTRIC, LLC	110,556.00
727040	29-Mar-2024	KACHINA APARTMENTS	5,645.00
726253	06-Mar-2024	KANOPY LLC	2,240.00
1084610	29-Mar-2024	KARAMIZAKHERADI, NAVID	2,125.00
726753	20-Mar-2024	KARY ENVIRONMENTAL SERVICES INC	700.20
727041	29-Mar-2024	KASIM, WISAM	4,361.00
1084728	29-Mar-2024	KATZ, JENNIFER ANN	1,188.00
726754	20-Mar-2024	KAUFMANN, VINCENT	800.00
1084604	29-Mar-2024	KAUP, RYAN J	163.00
726800	20-Mar-2024	KEETON, TANYA R	263.00
727042	29-Mar-2024	KELLER WILLIAMS REALTY PHOENIX	1,127.00
726801	20-Mar-2024	KENNIS, JOSEF J	278.65
1084766	29-Mar-2024	KHATRI, SHAH	7,341.00
1084764	29-Mar-2024	KIANPOUR, FARAMARZ	1,299.00
1084414	07-Mar-2024	KIMLEY-HORN AND ASSOCIATES, INC	66,750.97
1084468	14-Mar-2024	KIMLEY-HORN AND ASSOCIATES, INC	14,244.60
1084526	20-Mar-2024	KIMLEY-HORN AND ASSOCIATES, INC	44,794.62
1084576	28-Mar-2024	KIMLEY-HORN AND ASSOCIATES, INC	52,206.06
726254	06-Mar-2024	KING CONCRETE, INC	2,441.36
726469	13-Mar-2024	KING CONCRETE, INC	623.63
726755	20-Mar-2024	KING CONCRETE, INC	837.80
726878	27-Mar-2024	KING CONCRETE, INC	564.65
726607	13-Mar-2024	KING COUNTY HOUSING AUTHORITY	7,849.25
726963	27-Mar-2024	KING, NORITA (R)	22.76
726574	13-Mar-2024	KINNEY, RANDI (R)	35.08
726879	27-Mar-2024	KITCHELL/CEM INC	53,592.00
726220	06-Mar-2024	KNAPP, CHARLES (R)	25.00
726756	20-Mar-2024	KOCOUR, MICHAEL	800.00
1084607	29-Mar-2024	KRAMER, NEAL	1,901.00
726255	06-Mar-2024	KRUE INDUSTRIAL, LLC	5,154.47
726880	27-Mar-2024	KRUE INDUSTRIAL, LLC	2,894.38
1084758	29-Mar-2024	KRUY IN, BUN	1,400.00
727039	29-Mar-2024	K-SERVICES	1,771.00
726617	20-Mar-2024	KUMAR, VIJENDER	888.00
726881	27-Mar-2024	KUPFERER, KEVIN R	680.00
726470	13-Mar-2024	KW ENGINEERING	8,600.00
726882	27-Mar-2024	KW ENGINEERING	1,600.00
726883	27-Mar-2024	KYRENE DE LA PALOMA PTA	1,000.00
726256	06-Mar-2024	LANGUAGE CONNECTION	190.00
726471	13-Mar-2024	LANGUAGE CONNECTION	190.00
726802	20-Mar-2024	LAPP, LISA M	179.00
726902	27-Mar-2024	LARKIN, SASHA (R)	1,102.91
1084747	29-Mar-2024	LAROUSSI, REDOUANE	1,587.00
726757	20-Mar-2024	LARRY MILLER TOYOTA	87,164.13
726884	27-Mar-2024	LARRY MILLER TOYOTA	87,164.13
1084719	29-Mar-2024	LARSEN DEVELOPMENT LLC	1,125.00
726257	06-Mar-2024	LASOTA, MARIAN (R)	10.00
726472	13-Mar-2024	LAW OFFICES OF STEPHANIE LEE EHBRIGHT, ESQ	4,583.34
1084477	14-Mar-2024	LAYNE CHRISTENSEN COMPANY	439,574.00

Payment Number	Payment Date	Vendor Name	Amount
726885	27-Mar-2024	LCPTRACKER INC	12,850.93
1084768	29-Mar-2024	LE, KIEU	1,605.00
1084696	29-Mar-2024	LE, THUC	1,607.00
726758	20-Mar-2024	LEDERMAN, BETH	900.00
726759	20-Mar-2024	LEDERMAN, BETH	525.00
726676	20-Mar-2024	LEDUC, JAMES (R)	21.30
726258	06-Mar-2024	LEE ENGINEERING, INC	400.00
726347	06-Mar-2024	LEE, AMY (R)	47.04
1084745	29-Mar-2024	LEE, KEVIN	2,560.00
1084708	29-Mar-2024	LEE, LARRY	1,798.00
726575	13-Mar-2024	LEES PIPELINES INC (R)	1,122.60
726576	13-Mar-2024	LENNAR ARIZONA CONSTRUCTION INC (R)	1,257.81
1084687	29-Mar-2024	LETS REED LLC	650.00
726473	13-Mar-2024	LEVEL 3 COMMUNICATIONS LLC	805.87
726474	13-Mar-2024	LEVEL 3 COMMUNICATIONS LLC	2,815.07
726760	20-Mar-2024	LEVEL 3 COMMUNICATIONS LLC	2,776.30
726761	20-Mar-2024	LEVEL 3 COMMUNICATIONS LLC	6,094.33
726360	07-Mar-2024	LEWIS, BONNIE (R)	28.22
726475	13-Mar-2024	LEXIS NEXIS (R)	5.00
726762	20-Mar-2024	LEXIS NEXIS (R)	10.00
726886	27-Mar-2024	LEXIS NEXIS (R)	5.00
726577	13-Mar-2024	LIAO, CHARLIE (R)	56.08
1084409	07-Mar-2024	LIFELONG FITNESS BY KATHI	4,720.00
1084586	28-Mar-2024	LIFELONG FITNESS BY KATHI	3,960.00
726803	20-Mar-2024	LIFEWELL BEHAVIORAL WELLNESS	1,325.00
727043	29-Mar-2024	LIFEWELL BEHAVIORAL WELLNESS	1,441.00
726476	13-Mar-2024	LIGHTING UNLIMITED INC	1,719.70
726887	27-Mar-2024	LIGHTING UNLIMITED INC	683.05
726259	06-Mar-2024	LIM FAMILY MARTIAL ARTS	3,400.00
726888	27-Mar-2024	LIM FAMILY MARTIAL ARTS	2,250.00
727044	29-Mar-2024	LIN, HEFEN	2,300.00
1084622	29-Mar-2024	LINCOLN, EARLE	1,409.00
726477	13-Mar-2024	LINDSAY ENGINEERING, INC	480.00
726478	13-Mar-2024	LITHO TECH, INC.	8,332.88
1084682	29-Mar-2024	LIU, QIAN	95.00
727045	29-Mar-2024	LIU, SUSAN	1,423.00
726964	27-Mar-2024	LOCKHART, CELINA (R)	12.01
726763	20-Mar-2024	LOCKHART, JERMAINE	450.00
726260	06-Mar-2024	LOGAN SIMPSON	5,875.00
726764	20-Mar-2024	LOKAHI LLC	10,341.03
726889	27-Mar-2024	LOKAHI LLC	33,108.69
1084678	29-Mar-2024	LOTUS REAL ESTATE LLC	1,286.00
727046	29-Mar-2024	LPB HOLDING, LLC	889.00
1084701	29-Mar-2024	LUNDIN, ANDREY	1,477.00
726765	20-Mar-2024	LYFT INC	4,061.51
727047	29-Mar-2024	LYNN, DANNY	132.00
726766	20-Mar-2024	M J MOORE ENTERTAINMENT	100.00
726261	06-Mar-2024	M. R. TANNER CONSTRUCTION	98,922.68
726890	27-Mar-2024	M. R. TANNER CONSTRUCTION	266,455.29
1084670	29-Mar-2024	MACLAY REAL ESTATE, LLC	2,498.00
726767	20-Mar-2024	MACROPOULOS, MIKE	100.00
726965	27-Mar-2024	MAGGS, YATING (R)	37.18
727048	29-Mar-2024	MAIN STREET RENEWAL LLC	5,770.00
1084611	29-Mar-2024	MAI'S RENTAL LLC	1,904.00
1084643	29-Mar-2024	MAKEY, JAMES	1,476.00
726578	13-Mar-2024	MAKLACHOWSKI, GREG (R)	24.33
1084532	20-Mar-2024	MAKPRO SERVICES LLC	1,430.00
726966	27-Mar-2024	MALDONADO, JORGE (R)	57.31
726768	20-Mar-2024	MARICOPA COUNTY	263.21
726479	13-Mar-2024	MARICOPA COUNTY ATTORNEY'S OFFICE	270.00
726262	06-Mar-2024	MARICOPA COUNTY DEPT OF	85,647.61
726480	13-Mar-2024	MARICOPA COUNTY ENVIRONMENTAL SERVICES	19,025.00
726263	06-Mar-2024	MARICOPA COUNTY TREASURER	27,131.42

Payment Number	Payment Date	Vendor Name	Amount
1084641	29-Mar-2024	MARKET EDGE REALTY LLC	2,021.00
726579	13-Mar-2024	MARKS VALLEY GRADING (R)	1,116.50
726996	28-Mar-2024	MARRIDI, AMJAD N	102.80
726580	13-Mar-2024	MARTELL, ASHLEY (R)	196.47
726481	13-Mar-2024	MARTIN, CHLOE (R)	5,928.36
726348	06-Mar-2024	MARTINEZ, RUBEN (R)	1,000.00
726264	06-Mar-2024	MATRIX NEW WORLD ENGINEERING	13,348.75
726769	20-Mar-2024	MATRIX NEW WORLD ENGINEERING	9,210.00
726581	13-Mar-2024	MAUDLIN, ANNA (R)	12.27
727049	29-Mar-2024	MAXFIELD, JONATHAN	553.00
726997	28-Mar-2024	MCCALL, EDYIE A	74.00
1084582	28-Mar-2024	MCCARTHY BUILDING COMPANIES, INC	1,757,559.26
726482	13-Mar-2024	MCCORMICK VENDING	1,250.00
1084700	29-Mar-2024	MCKINDLES, JOHN	3,364.00
1084757	29-Mar-2024	MCKINLEY, ROSS HARRISON	1,053.00
1084688	29-Mar-2024	MCNELLIS, JOHN	1,572.00
726891	27-Mar-2024	MCP CROSSWINDS LLC	300.00
727050	29-Mar-2024	MCP CROSSWINDS LLC	24,792.00
726967	27-Mar-2024	MEDRANO, ALEC (R)	15.22
726770	20-Mar-2024	MERRICK INDUSTRIES, INC	8,939.00
726265	06-Mar-2024	MGC CONTRACTORS, INC	138,275.59
726771	20-Mar-2024	MGC CONTRACTORS, INC	180,637.06
726266	06-Mar-2024	MGX EQUIPMENT SERVICES LLC	2,215.44
726892	27-Mar-2024	MGX EQUIPMENT SERVICES LLC	390.96
1084634	29-Mar-2024	MHK INVESTMENT GROUP, LLC	2,094.00
726772	20-Mar-2024	MIDWEST TAPE	519.05
726893	27-Mar-2024	MIDWEST TAPE	1,561.49
1084715	29-Mar-2024	MILLER, JEFFERY ROBERT	2,335.00
726267	06-Mar-2024	MINER LTD (R)	45.00
726483	13-Mar-2024	MINER OF ARIZONA , LP	396.00
727051	29-Mar-2024	MIRA SANTI	1,776.00
726582	13-Mar-2024	MITROVIC, TATYONA (R)	59.96
727052	29-Mar-2024	MOGHARRABI, SOHRAB	1,170.00
726773	20-Mar-2024	MOORE, JOSHUA	400.00
1084502	14-Mar-2024	MOORE, ODETTA J	31.89
726968	27-Mar-2024	MORGAN, ABBEY (R)	55.27
726774	20-Mar-2024	MORITA, PAMELA	600.00
1084651	29-Mar-2024	MORTENSEN, GLORIA J	1,861.00
726268	06-Mar-2024	MOSAIC PUBLIC PARNTERS LLC	10,350.00
726969	27-Mar-2024	MOSLEY, SAUNDRA (R)	54.08
726484	13-Mar-2024	MOTOROLA	1,471.58
1084693	29-Mar-2024	MRGUDICH, JON A	1,079.00
726583	13-Mar-2024	MSCI 2007-IQ14 NORTH ALMA SCHOOL ROAD, LLC (R)	1,416.85
1084625	29-Mar-2024	MSRAT, LLC	2,076.00
726584	13-Mar-2024	MULHERIN, HALEY (R)	65.76
726485	13-Mar-2024	MULLEN COUGHLIN, LLC	362.00
726486	13-Mar-2024	MUSA CONSULTING GROUP, LLC	2,280.00
726349	06-Mar-2024	MUSA, AZIZA (R)	19.77
726585	13-Mar-2024	MYND MANAGEMENT (R)	341.04
1084472	14-Mar-2024	MYTHICS LLC	3,730.04
1084529	20-Mar-2024	MYTHICS LLC	67,372.31
1084739	29-Mar-2024	N/A TOWN SQUARE-65 LP	1,395.00
726775	20-Mar-2024	NALBANDIAN, ARSEN STEPHAN	600.00
726894	27-Mar-2024	NATIONAL CHAVEZ CENTER	2,920.71
726285	06-Mar-2024	NATIONAL CONSTRUCTION RENTALS	0.00
726776	20-Mar-2024	NATIONAL TESTING NETWORK INC	3,181.00
726487	13-Mar-2024	NATIONAL WATERPROOFING & ROOFING LLC	3,779.15
726895	27-Mar-2024	NATIONAL WATERPROOFING & ROOFING LLC	2,730.00
726269	06-Mar-2024	NEIGHBORS WHO CARE	20,000.00
1084695	29-Mar-2024	NGUY CONCEPT LLC	2,000.00
1084636	29-Mar-2024	NGUYEN, HIEN	2,325.00
1084763	29-Mar-2024	NGUYEN, HUNG Q.	4,406.00
726677	20-Mar-2024	NGUYEN, KARL (R)	71.73

Payment Number	Payment Date	Vendor Name	Amount
1084774	29-Mar-2024	NGUYEN, NGOC	3,261.00
1084671	29-Mar-2024	NGUYEN, SAMANTHA BAO ANH	2,750.00
726494	13-Mar-2024	NGUYEN, SUSAN	100.00
1084673	29-Mar-2024	NICHOLAS JOSEPH AGENCY LLC	1,692.00
726678	20-Mar-2024	NICKLE CONTRACTING LLC (R)	1,332.46
726777	20-Mar-2024	NINA CONSTRUCTION SUPPLY	319.86
1084633	29-Mar-2024	NINE PACK LLC	2,598.00
1084659	29-Mar-2024	NINEVEH PROPERTIES LLC	1,549.00
1084690	29-Mar-2024	NJOROGE, ELIZABETH	793.00
726586	13-Mar-2024	NODA, AKIFUMI (R)	20.25
1084411	07-Mar-2024	NUTRIEN AG SOLUTIONS, INC	5,314.54
1084465	14-Mar-2024	NUTRIEN AG SOLUTIONS, INC	4,199.24
1084523	20-Mar-2024	NUTRIEN AG SOLUTIONS, INC	1,046.25
1084574	28-Mar-2024	NUTRIEN AG SOLUTIONS, INC	24,116.70
726270	06-Mar-2024	OAKWOOD CREATIVE CARE, INC	10,000.00
726587	13-Mar-2024	OBRIEN, HEIDI (R)	64.07
726369	07-Mar-2024	OCOTILLO BAY APARTMENTS	60.00
727053	29-Mar-2024	OCOTILLO BAY APARTMENTS	22,005.00
726432	13-Mar-2024	OCOTILLO REGIONAL JUSTICE COURT	1,000.00
1084704	29-Mar-2024	OKATI LLC	1,999.00
726271	06-Mar-2024	OLD NAVY (R)	170.00
726588	13-Mar-2024	OLEARY, COLLEN (R)	37.17
726272	06-Mar-2024	OLS RESTORATION, INC	24,850.00
726488	13-Mar-2024	OLSSON, INC	7,709.71
727054	29-Mar-2024	ON Q PROPERTY MANAGEMENT	4,114.00
726589	13-Mar-2024	OPEN DOOR PHOENIX, LLC (R)	52.21
726433	13-Mar-2024	OPTUM	3,859.52
726896	27-Mar-2024	ORIGINAL WATERMEN, INC	8,655.50
727055	29-Mar-2024	OROS, ARSENIO	66.00
727056	29-Mar-2024	ORTH, AMY	1,704.00
726273	06-Mar-2024	OTTO TRUCKING, INC	20,101.12
726489	13-Mar-2024	OTTO TRUCKING, INC	33,063.39
726778	20-Mar-2024	OTTO TRUCKING, INC	21,512.80
726897	27-Mar-2024	OTTO TRUCKING, INC	6,092.23
726970	27-Mar-2024	OXFORD PROPERTIES, LLC (R)	151.05
726779	20-Mar-2024	OZUNA, MICHAEL	525.00
726780	20-Mar-2024	OZUNA, MICHAEL	800.00
726221	06-Mar-2024	PACHECO, ABIGAIL P	2,000.00
726590	13-Mar-2024	PACIFIC WEST LLC (R)	581.87
726971	27-Mar-2024	PAN, ALLAN (R)	19.98
726781	20-Mar-2024	PANCRAZI, PETER A	300.00
726274	06-Mar-2024	PANTHEON SYSTEMS, INC	54,715.59
1084408	07-Mar-2024	PARAMOUNT STREETLIGHT	21,945.00
1084463	14-Mar-2024	PARAMOUNT STREETLIGHT	12,890.00
1084535	20-Mar-2024	PARAMOUNT STREETLIGHT	30,440.00
1084585	28-Mar-2024	PARAMOUNT STREETLIGHT	5,225.00
726972	27-Mar-2024	PARASKEVAS, MARISA (R)	334.57
727057	29-Mar-2024	PARKER, DIXIE L.	1,472.00
726275	06-Mar-2024	PASEO VISTA ARCHERY CLUB INC	5,625.00
1084726	29-Mar-2024	PASHAPOUR NIKU, MAZIAR	2,538.00
1084684	29-Mar-2024	PASQUALINA VITIRITTI TRUSTEE	904.00
726291	06-Mar-2024	PATEL, RAMILA OR JAYANTI (R)	10.00
726782	20-Mar-2024	PATRIOT BOILER	69,344.92
1084530	20-Mar-2024	PCL CONSTRUCTION INC	299,618.44
726804	20-Mar-2024	PERALTA, LESLIE V	303.00
726495	13-Mar-2024	PERKINS, ROGER	1,300.00
726591	13-Mar-2024	PERNICANO, KELSEY (R)	68.11
726973	27-Mar-2024	PET DOCTOR OF CHANDLER (R)	360.45
1084503	14-Mar-2024	PETERS, RYAN P	531.85
726679	20-Mar-2024	PHAM, QUOC (R)	83.36
727058	29-Mar-2024	PHAN, THAO	1,221.00
726592	13-Mar-2024	PHISTER, JODY (R)	19.45
1084475	14-Mar-2024	PHOENIX PUMPS INC	51,620.97

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726593	13-Mar-2024	PICON, JUAN (R)	66.56
726783	20-Mar-2024	PIERCE COLEMAN PLLC	1,564.00
1084609	29-Mar-2024	PINDER PROPERTIES, LLC	966.00
726276	06-Mar-2024	PINQUAN, LI (R)	35.00
726784	20-Mar-2024	PIONEER ATHLETICS	15,263.65
726898	27-Mar-2024	PIONEER ATHLETICS	12,510.39
1084476	14-Mar-2024	PIONEER LANDSCAPE CENTERS	5,459.35
727059	29-Mar-2024	PLC SOLEIL APARTMENTS, LLC	1,234.00
1084677	29-Mar-2024	PLEASANT DESERT PROPERTIES LLC	1,689.00
1084405	07-Mar-2024	PM PLUMBING & MECHANICAL, INC	1,086.85
1084462	14-Mar-2024	PM PLUMBING & MECHANICAL, INC	5,759.98
1084533	20-Mar-2024	PM PLUMBING & MECHANICAL, INC	7,365.16
1084583	28-Mar-2024	PM PLUMBING & MECHANICAL, INC	4,942.47
726361	07-Mar-2024	POE, KRISTEN J	140.71
726899	27-Mar-2024	POLICY AZ, LLC	6,500.00
726900	27-Mar-2024	POLLARD, ETER (R)	25.00
1084399	07-Mar-2024	POLYDYNE, INC.	7,084.00
1084527	20-Mar-2024	POLYDYNE, INC.	14,580.00
726277	06-Mar-2024	POSTAL STRATEGIES CORPORATION	663.74
1084761	29-Mar-2024	POUCHKAREV, ANDREI	2,279.00
726278	06-Mar-2024	POWER PRODUCT SERVICES LLC (R)	45.00
726490	13-Mar-2024	PRECISION SWEEPING SERVICES, LLC	5,492.66
726785	20-Mar-2024	PRECISION SWEEPING SERVICES, LLC	281.30
726279	06-Mar-2024	PREMIER SW DEV, LLC	5,082.00
726805	20-Mar-2024	PRENDERGAST, MICHAEL R	141.00
726594	13-Mar-2024	PRICE, K. ETTA (R)	61.89
726786	20-Mar-2024	PRICKLY PAIR JAZZ LLC	600.00
726787	20-Mar-2024	PRIDE OUTFITTING, LLC	12,379.06
726788	20-Mar-2024	PRINT SMART AZ	2,552.10
1084632	29-Mar-2024	PROEX REALTY MANAGEMENT	2,714.00
1084397	07-Mar-2024	PROFORCE LAW ENFORCEMENT	309.74
726789	20-Mar-2024	PRO-PIPE, INC	2,581.44
727060	29-Mar-2024	PRS PROPERTY MANAGEMENT	2,050.00
726790	20-Mar-2024	PSA, LLC	6,515.96
1084552	20-Mar-2024	PUNG, SOKENG	1,000.00
1084683	29-Mar-2024	PUNG, SOKENG	3,313.00
726491	13-Mar-2024	PVS DX INC	1,192.13
726496	13-Mar-2024	Q-MATION, INC	2,805.00
727061	29-Mar-2024	QUACH, TAM	1,326.00
726497	13-Mar-2024	QUADIENT FINANCE USA, INC	7,996.81
726614	14-Mar-2024	RACCO, CHRISTIAN V	47.00
726974	27-Mar-2024	RAETH, AMANDA (R)	858.87
726292	06-Mar-2024	RAISING SPECIAL KIDS	24,836.00
726293	06-Mar-2024	RAMOS-ASLAM, MARIBEL (R)	26.55
726975	27-Mar-2024	RASMUSSEN, RYAN (R)	36.90
1084664	29-Mar-2024	RAVENSWOOD REALTY	814.00
1084650	29-Mar-2024	RAY ROAD PROPERTY LLC	2,437.00
726806	20-Mar-2024	RAYMOND, DYLAN P	430.75
726903	27-Mar-2024	READING TRUCK EQUIPMENT, LLC	84.30
726294	06-Mar-2024	READY REFRESH	921.35
726904	27-Mar-2024	READY REFRESH	924.54
726905	27-Mar-2024	READY REFRESH	3,083.66
727062	29-Mar-2024	REALTY EXECUTIVES, AN ARIZONA CORP	2,979.00
726498	13-Mar-2024	RED MOUNTAIN HIGH SCHOOL ASL TEACHER	500.00
726295	06-Mar-2024	REFRIGERATION SUPPLIES DISTRIBUTOR	1,061.04
726618	20-Mar-2024	REGAL FENCE LLC	7,593.45
1084430	07-Mar-2024	REGIONAL PUBLIC TRANSPORTATION AUTHORITY-VALLEY METRO	38,797.75
726296	06-Mar-2024	REPUBLIC SERVICES INC	6,578.16
726297	06-Mar-2024	REPUBLIC SERVICES INC	792.43
726298	06-Mar-2024	REPUBLIC SERVICES INC	1,345.78
726499	13-Mar-2024	REPUBLIC SERVICES INC	558.60
726500	13-Mar-2024	REPUBLIC SERVICES INC	17,720.24
726619	20-Mar-2024	REPUBLIC SERVICES INC	3,754.41

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726620	20-Mar-2024	REPUBLIC SERVICES INC	6,578.16
726621	20-Mar-2024	REPUBLIC SERVICES INC	6,578.16
726906	27-Mar-2024	REPUBLIC SERVICES INC	584.31
727063	29-Mar-2024	RESICAP ARIZONA OWNER III LLC	3,372.00
1084417	07-Mar-2024	RESURRECTION STREET MINISTRY, INCORPORATED	37,500.00
726501	13-Mar-2024	RICOH USA INC	1,685.11
726502	13-Mar-2024	RICOH USA INC	634.11
726622	20-Mar-2024	RICOH USA INC	215.60
726623	20-Mar-2024	RICOH USA INC	69.66
726624	20-Mar-2024	RICOH USA INC	1,407.37
726625	20-Mar-2024	RICOH USA INC	89.54
726907	27-Mar-2024	RICOH USA INC	401.58
726350	06-Mar-2024	RIOS, GABRIEL (R)	546.29
1084485	14-Mar-2024	RITTOCH-POWELL & ASSOCIATES CONSULTING ENGINEERS INC	72,118.17
726299	06-Mar-2024	RITZ SAFETY LLC	627.08
726503	13-Mar-2024	RITZ SAFETY LLC	243.71
726908	27-Mar-2024	RITZ SAFETY LLC	679.92
726626	20-Mar-2024	RIVER NORTH TRANSIT, LLC	100,217.67
727064	29-Mar-2024	RIVIERA PARK INVESTORS LLC	2,666.00
1084656	29-Mar-2024	RJ TORRANCE LLC	454.00
726280	06-Mar-2024	ROBBERS, MOLLY LOUISE (R)	125.00
726627	20-Mar-2024	ROBERSON, SHERRY L	600.00
727065	29-Mar-2024	ROBERTS, CAROL YVONNE	742.00
1084765	29-Mar-2024	RODRIGUEZ-MESA, IVAN	1,235.00
726680	20-Mar-2024	ROSS DR PROPERTIES LLC (R)	59.96
727066	29-Mar-2024	RPC CHANDLER APARTMENTS LLC	3,767.00
1084702	29-Mar-2024	RRC INVESTMENTS LLC	1,032.00
726222	06-Mar-2024	RUGGIERO, DONALD JOHN (R)	10.00
726300	06-Mar-2024	RUGGIERO'S ACE HARDWARE	1,276.06
726301	06-Mar-2024	RUGGIERO'S ACE HARDWARE	822.51
726909	27-Mar-2024	RUGGIERO'S ACE HARDWARE	24.66
726910	27-Mar-2024	RUGGIERO'S ACE HARDWARE	2,260.75
726911	27-Mar-2024	RURAL ELECTRIC, INC	5,300.00
1084662	29-Mar-2024	RUVOLO, CHARLES C AND LAURIE L	720.00
1084436	07-Mar-2024	S J FOWLER REAL ESTATE INC	2,698.00
726998	28-Mar-2024	S J FOWLER REAL ESTATE INC	550.00
1084697	29-Mar-2024	S J FOWLER REAL ESTATE INC	5,160.00
1084496	14-Mar-2024	SAFEWAY SIGN COMPANY	401.90
726985	27-Mar-2024	SAHADI, JAMES (R)	341.00
726681	20-Mar-2024	SAILORS, DEAN (R)	36.89
1084754	29-Mar-2024	SALEH, ZIAD	1,051.00
726302	06-Mar-2024	SALT RIVER PROJECT	7,498.02
726303	06-Mar-2024	SALT RIVER PROJECT	78.58
726304	06-Mar-2024	SALT RIVER PROJECT	5,152.00
726434	13-Mar-2024	SALT RIVER PROJECT	30.48
726435	13-Mar-2024	SALT RIVER PROJECT	1,739.32
726504	13-Mar-2024	SALT RIVER PROJECT	3,153.03
726505	13-Mar-2024	SALT RIVER PROJECT	25,000.00
726608	13-Mar-2024	SALT RIVER PROJECT	6,853.00
726843	27-Mar-2024	SALT RIVER PROJECT	210.27
727067	29-Mar-2024	SALT RIVER PROJECT	300.00
1084494	14-Mar-2024	SALT WORKS	3,586.10
726305	06-Mar-2024	SALVATION ARMY	65,000.00
1084718	29-Mar-2024	SALZMAN, BART	1,282.00
726628	20-Mar-2024	SAMPLE, CONNOR	600.00
727068	29-Mar-2024	SAN CERVANTES APARTMENTS	763.00
1084415	07-Mar-2024	SAN DIEGO POLICE EQUIPMENT COMPANY	16,054.87
727069	29-Mar-2024	SAN HACIENDA APARTMENTS	2,537.00
726306	06-Mar-2024	SAN TAN FORD	1,132.66
726629	20-Mar-2024	SAN TAN FORD	25.00
726912	27-Mar-2024	SAN TAN FORD	46,267.19
726307	06-Mar-2024	SAN TAN REGIONAL COURT CENTER (R)	35.00
727070	29-Mar-2024	SAN VALENCIA APARTMENTS LLC	3,854.00

Payment Number	Payment Date	Vendor Name	Amount
726630	20-Mar-2024	SANDERS, BRANDON	2,000.00
1084536	20-Mar-2024	SANDERSON FORD	49,347.54
726913	27-Mar-2024	SANDERSON FORD	49,347.54
726308	06-Mar-2024	SANDY'S BALLROOM	720.00
1084729	29-Mar-2024	SANTOS, AGNES	393.00
726631	20-Mar-2024	SAR SYSTEMS LLC	155,575.00
727071	29-Mar-2024	SAVAGE, ERIC	1,777.00
1084721	29-Mar-2024	SCHOENFELD, RANDY	2,636.00
726976	27-Mar-2024	SCHUMACHER, CONNOR (R)	37.54
1084626	29-Mar-2024	SCOTT, DAMONE	3,506.00
1084423	07-Mar-2024	SDB, INC	13,744.21
726309	06-Mar-2024	SECRETARY OF STATE	43.00
726632	20-Mar-2024	SECRETARY OF STATE	43.00
727072	29-Mar-2024	SECURED EQUITIES	906.00
726633	20-Mar-2024	SECURITY TITLE AGENCY, INC	620.00
726634	20-Mar-2024	SECURITY TITLE AGENCY, INC	620.00
726635	20-Mar-2024	SECURITY TITLE AGENCY, INC	720.00
726636	20-Mar-2024	SECURITY TITLE AGENCY, INC	620.00
726637	20-Mar-2024	SECURITY TITLE AGENCY, INC	620.00
726638	20-Mar-2024	SECURITY TITLE AGENCY, INC	620.00
726639	20-Mar-2024	SECURITY TITLE AGENCY, INC	620.00
726640	20-Mar-2024	SECURITY TITLE AGENCY, INC	620.00
726641	20-Mar-2024	SECURITY TITLE AGENCY, INC	5,060.00
726642	20-Mar-2024	SECURITY TITLE AGENCY, INC	620.00
726643	20-Mar-2024	SECURITY TITLE AGENCY, INC	620.00
726644	20-Mar-2024	SECURITY TITLE AGENCY, INC	650.00
1084416	07-Mar-2024	SEGAL COMPANY, THE	5,281.25
726645	20-Mar-2024	SEMICOLON SOCIETY	3,000.00
726646	20-Mar-2024	SENERGY PETROLEUM, LLC	25,414.79
726914	27-Mar-2024	SENERGY PETROLEUM, LLC	16,764.69
726647	20-Mar-2024	SENTINEL TECHNOLOGIES, INC	323,495.45
726915	27-Mar-2024	SENTINEL TECHNOLOGIES, INC	139,924.80
1084623	29-Mar-2024	SERRANO, DINA DALILA	1,236.00
726807	20-Mar-2024	SERVICE, TYLER C	265.97
727073	29-Mar-2024	SETO, MINDY LIU	2,438.00
727074	29-Mar-2024	SEVEN STRONG ENTERPRISES, LLC	984.00
1084732	29-Mar-2024	SFR 2012-1 US WEST LLC	1,252.00
727075	29-Mar-2024	SFR JAVELIN BORROWER LP	2,756.00
1084627	29-Mar-2024	SHAFIQUE, ASHFAQUE B	2,300.00
1084736	29-Mar-2024	SHAHIN, GABRIEL	1,900.00
1084628	29-Mar-2024	SHAMS, SHAIKH	2,650.00
1084730	29-Mar-2024	SHAO, LAN	4,376.00
1084543	20-Mar-2024	SHI INTERNATIONAL CORP	180,978.02
726977	27-Mar-2024	SIDLO, MARTHA (R)	44.72
726916	27-Mar-2024	SIERRA CONTAINER GROUP, LLC	43,535.24
1084492	14-Mar-2024	SIERRA TRANSPORTATION & TECHNOLOGIES LLC	12,945.71
1084479	14-Mar-2024	SIMPSON NORTON CORPORATION	307.40
1084772	29-Mar-2024	SINGH, REENA	1,749.00
1084724	29-Mar-2024	SJ PROPERTIES LLC	1,630.00
1084755	29-Mar-2024	SKOGLUND, NANCY B	1,500.00
726506	13-Mar-2024	SKYLINE WINDOW CLEANING	55.00
726507	13-Mar-2024	SKYLINE WINDOW CLEANING	135.00
726508	13-Mar-2024	SKYLINE WINDOW CLEANING	3,040.00
726917	27-Mar-2024	SKYLINE WINDOW CLEANING	1,320.00
726509	13-Mar-2024	SMALL MARKET MEETINGS	700.00
1084635	29-Mar-2024	SMITH, ANA	1,606.00
726351	06-Mar-2024	SMITH, MATT (R)	180.95
726808	20-Mar-2024	SMITH, MELANIE R	403.00
726310	06-Mar-2024	SMITH, RICK C.	5,265.00
726648	20-Mar-2024	SMITH, RICK C.	7,377.50
1084487	14-Mar-2024	SMITHGROUP INC	52,777.50
726649	20-Mar-2024	SMITHGROUP INC	52,777.50
726311	06-Mar-2024	SNEDIGAR MARTIAL ARTS	1,300.00

Payment Number	Payment Date	Vendor Name	Amount
726918	27-Mar-2024	SNIDER SPORTS & APPAREL	5,558.22
726510	13-Mar-2024	SOFT HANDS PRESSURE WASHING	1,095.00
726511	13-Mar-2024	SOL SOURCE PROPERTY SERVICES	300.00
726312	06-Mar-2024	SOLARI, INC	12,500.00
726650	20-Mar-2024	SOLARI, INC	2,625.50
726281	06-Mar-2024	SOLIS, GUSTAVO AUDELO (R)	45.00
726313	06-Mar-2024	SOUTH MOUNTAIN DIVE CLUB	600.00
726362	07-Mar-2024	SOUTH MOUNTAIN DIVE CLUB	1,080.00
726919	27-Mar-2024	SOUTH MOUNTAIN DIVE CLUB	720.00
726314	06-Mar-2024	SOUTHERN TIRE MART, LLC	854.21
726651	20-Mar-2024	SOUTHERN TIRE MART, LLC	3,626.72
726920	27-Mar-2024	SOUTHERN TIRE MART, LLC	13,056.83
726512	13-Mar-2024	SOUTHLAND ENVELOPE LLC	8,520.51
726315	06-Mar-2024	SOUTHWEST BARRICADES, LLC	977.40
726513	13-Mar-2024	SOUTHWEST FABRICATION, LLC	8,296.32
726725	20-Mar-2024	SOUTHWEST GAS CORP	24,471.59
726844	27-Mar-2024	SOUTHWEST GAS CORP	0.72
726999	28-Mar-2024	SOUTHWEST GAS CORP	12,875.23
726921	27-Mar-2024	SOUTHWEST SCENIC GROUP, INC	34,140.59
1084669	29-Mar-2024	SOUZANDEH, HAMID	1,807.00
726316	06-Mar-2024	SPARKS KARATE	745.00
1084486	14-Mar-2024	SPIKER SPORTS	4,270.00
1084592	28-Mar-2024	SPIKER SPORTS	3,220.00
726317	06-Mar-2024	SPOK, INC	172.24
726922	27-Mar-2024	SPORTS BLING & THINGS	2,572.43
726514	13-Mar-2024	SPRAGUE, STEFANIE (R)	35.00
1084421	07-Mar-2024	SPRINKLER WORLD OF AZ INC	455.78
1084482	14-Mar-2024	SPRINKLER WORLD OF AZ INC	2,675.16
1084498	14-Mar-2024	SPRINKLER WORLD OF AZ INC	159.13
1084538	20-Mar-2024	SPRINKLER WORLD OF AZ INC	238.58
1084589	28-Mar-2024	SPRINKLER WORLD OF AZ INC	999.80
726318	06-Mar-2024	STANLEY CONSULTANTS INC	1,367.31
1084544	20-Mar-2024	STANTEC CONSULTING SERVICES INC	8,377.00
1084551	20-Mar-2024	STANTEC CONSULTING SERVICES INC	10,280.75
726595	13-Mar-2024	STAUDINGER, JOSEPH (R)	73.63
1084427	07-Mar-2024	STAYCLASSYTV, LLC	180.00
726652	20-Mar-2024	STEWART, CHRISTOPHER F	400.00
726363	07-Mar-2024	STEWART, MARK R	380.00
1084642	29-Mar-2024	STONE OAKS APARTMENTS	1,786.00
727076	29-Mar-2024	STONE VIEW PHX LLC	3,780.00
1084422	07-Mar-2024	STOTZ EQUIPMENT	171.05
1084483	14-Mar-2024	STOTZ EQUIPMENT	7,767.30
1084590	28-Mar-2024	STOTZ EQUIPMENT	825.11
726653	20-Mar-2024	STOWEBRIDGE PROMOTION GROUP	1,246.40
726682	20-Mar-2024	STOWERS, MACKENZIE (R)	84.72
1084553	27-Mar-2024	STRATEGIC CAPITAL ALLIANCE LTD PARTNERSHIP	444.00
1084749	29-Mar-2024	STRATEGIC CAPITAL ALLIANCE LTD PARTNERSHIP	14,422.00
727000	28-Mar-2024	STRICKLER, CALYSTA M	138.00
726515	13-Mar-2024	SUN MECHANICAL CONTRACTING INC.	1,115.00
727077	29-Mar-2024	SUN, HONGXLA	2,650.00
726654	20-Mar-2024	SUN, MINGSHUN	2,510.00
726596	13-Mar-2024	SUN, TENG (R)	74.11
726370	07-Mar-2024	SUNDIAL REAL ESTATE LC	850.00
726371	07-Mar-2024	SUNDIAL REAL ESTATE LC	1,210.00
726372	07-Mar-2024	SUNDIAL REAL ESTATE LC	752.00
726373	07-Mar-2024	SUNDIAL REAL ESTATE LC	843.00
726374	07-Mar-2024	SUNDIAL REAL ESTATE LC	536.00
726375	07-Mar-2024	SUNDIAL REAL ESTATE LC	873.00
727078	29-Mar-2024	SUNDIAL REAL ESTATE LC	752.00
727079	29-Mar-2024	SUNDIAL REAL ESTATE LC	2,134.00
726923	27-Mar-2024	SUNRISE MEADOWS ESTATES COMMUNITY ASSOCIATION	1,744.00
1084773	29-Mar-2024	SUNSHINE REALTY LLC	1,217.00
726282	06-Mar-2024	SUPERIOR COURT ADMINISTRATION	1,360.00

Payment Number	Payment Date	Vendor Name	Amount
726516	13-Mar-2024	SUPERIOR COURT OF ARIZONA	245.63
726517	13-Mar-2024	SUPERIOR COURT OF ARIZONA	301.60
726924	27-Mar-2024	SUPERIOR COURT OF ARIZONA	290.00
1084484	14-Mar-2024	SUPREME OIL CO	12,704.39
1084591	28-Mar-2024	SUPREME OIL CO	11,416.97
1084706	29-Mar-2024	SURCHIK, EDWARD	1,128.00
726319	06-Mar-2024	SURVEILLANCE SECURITY INC	212.00
726597	13-Mar-2024	SUSA, MICHAEL (R)	52.92
726320	06-Mar-2024	SWAMINATHAN, SREERAMAN	25.00
727080	29-Mar-2024	SWAY 2014-1 BORROWER LLC	1,947.00
726321	06-Mar-2024	SWCA ENVIRONMENTAL CONSULTANTS	1,054.50
1084727	29-Mar-2024	SWH 2017-1 BORROWER, LP	5,977.00
726655	20-Mar-2024	SWIFT GROUP, LLC	101,793.06
1084488	14-Mar-2024	SYSTEMS ELECTRONICS GROUP	11,842.70
1084541	20-Mar-2024	SYSTEMS ELECTRONICS GROUP	37,352.90
726283	06-Mar-2024	SZOLTYSIK, LAURA (R)	35.00
1084478	14-Mar-2024	T Y LIN INTERNATIONAL	29,914.64
726325	06-Mar-2024	T2 PEST SERVICES, INC	40.00
726521	13-Mar-2024	T2 PEST SERVICES, INC	80.00
726656	20-Mar-2024	T2 PEST SERVICES, INC	40.00
726925	27-Mar-2024	T2 PEST SERVICES, INC	80.00
726809	20-Mar-2024	TABACCO, BROOKE S	240.00
1084705	29-Mar-2024	TALAI, FRANCESCO	527.00
1084713	29-Mar-2024	TAM, VIVIAN	707.00
727081	29-Mar-2024	TANG, JEANNIE	971.00
726657	20-Mar-2024	TATUM-CHUBA, ALICE	450.00
726926	27-Mar-2024	TDINDUSTRIES INC	2,716.59
727082	29-Mar-2024	TEAM SIZZLE	2,533.00
726927	27-Mar-2024	TECHNOLOGY INTEGRATORS LLC	6,568.49
1084431	07-Mar-2024	TELEVEDA SYSTEMS LLC	4,125.00
726326	06-Mar-2024	TETRA TECH BAS, INC	11,709.50
726658	20-Mar-2024	TETRA TECH BAS, INC	63,895.40
726522	13-Mar-2024	THARP, JAMES H	100.00
726659	20-Mar-2024	THARP, JAMES H	100.00
726327	06-Mar-2024	THATCHER COMPANY OF ARIZONA, INC	50,755.74
726523	13-Mar-2024	THATCHER COMPANY OF ARIZONA, INC	80,578.63
726660	20-Mar-2024	THATCHER COMPANY OF ARIZONA, INC	18,704.98
726928	27-Mar-2024	THATCHER COMPANY OF ARIZONA, INC	18,952.36
726661	20-Mar-2024	THE CLOUDBURST GROUP	465.00
726524	13-Mar-2024	THE COMMON ROOM (R)	45.00
726616	19-Mar-2024	THE HOUSING PROFESSIONALS LLC	7,479.00
727083	29-Mar-2024	THE HOUSING PROFESSIONALS LLC	7,479.00
1084435	07-Mar-2024	THE LAW OFFICE OF JARED ALLEN PLLC	4,583.34
1084438	13-Mar-2024	THE LINQ	1,255.00
1084603	28-Mar-2024	THE LINQ	1,000.00
1084615	29-Mar-2024	THE LINQ	11,057.00
727084	29-Mar-2024	THE MONICA APARTMENTS	1,685.00
726525	13-Mar-2024	THE REDESIGN GROUP	4,875,935.38
1084540	20-Mar-2024	THE SHANNON S MARTIN CO	1,540.00
1084735	29-Mar-2024	THOMASIAN, BIKI	1,323.00
1084608	29-Mar-2024	THOMASIAN, SAAD	1,950.00
726929	27-Mar-2024	THORN RUN PARTNERS, LLC	7,500.00
726930	27-Mar-2024	THORN RUN PARTNERS, LLC	7,500.00
727085	29-Mar-2024	THR PHOENIX LP	4,224.00
727086	29-Mar-2024	THR PROPERTY BORROWER LP	2,794.00
1084652	29-Mar-2024	THY LLC	582.00
727087	29-Mar-2024	TIDES AT CHANDLER	1,351.00
727088	29-Mar-2024	TJAHJA, YULIANI	2,126.00
726322	06-Mar-2024	T-MOBILE USA, INC	59.50
726323	06-Mar-2024	T-MOBILE USA, INC	59.50
726324	06-Mar-2024	T-MOBILE USA, INC	311.36
726518	13-Mar-2024	T-MOBILE USA, INC	125.00
726519	13-Mar-2024	T-MOBILE USA, INC	100.00

Payment Number	Payment Date	Vendor Name	Amount
726520	13-Mar-2024	T-MOBILE USA, INC	25.00
726845	27-Mar-2024	TOLLESON CITY COURT	350.00
726328	06-Mar-2024	TOPETE/STONEFIELD INC	137.28
726931	27-Mar-2024	TOPETE/STONEFIELD INC	502.50
726683	20-Mar-2024	TOPOL, LEAH (R)	59.71
726364	07-Mar-2024	TORO CARDONA, ALVARO D	149.17
1084548	20-Mar-2024	TOWN OF GILBERT	154,366.64
726978	27-Mar-2024	TRAD, CARLA (R)	45.05
727089	29-Mar-2024	TRADELANDS LLC	2,120.00
726329	06-Mar-2024	TRAFFICADE SERVICE INC	856.74
726526	13-Mar-2024	TRAFFICADE SERVICE INC	1,320.53
726527	13-Mar-2024	TRAFFICADE SERVICE INC	69.10
726662	20-Mar-2024	TRAFFICADE SERVICE INC	1,272.52
726352	06-Mar-2024	TRAN, DAO (R)	63.34
727090	29-Mar-2024	TRAN, TOM B	393.00
726528	13-Mar-2024	TRANE U.S. INC	2,879.50
726932	27-Mar-2024	TRANE U.S. INC	15,772.00
726330	06-Mar-2024	TRANSCEND ART COLLECTIVE (R)	35.00
726933	27-Mar-2024	TREELAND NURSERIES, INC	636.80
726353	06-Mar-2024	TRI POINTE HOMES ARIZONA (R)	1,709.35
1084539	20-Mar-2024	TRISTAR ENGINEERING AND MANAGEMENT INC	8,547.96
1084511	20-Mar-2024	TRISTAR ICS	6,346.38
726979	27-Mar-2024	TRUE WEST CONSTRUCTION (R)	1,152.89
726331	06-Mar-2024	TURBOSCAPE BLOWER SERVICES, LLC	14,175.44
726934	27-Mar-2024	TURBOSCAPE BLOWER SERVICES, LLC	7,949.74
726529	13-Mar-2024	UBM ENTERPRISE, INC	444.32
726530	13-Mar-2024	UBM ENTERPRISE, INC	281.68
726663	20-Mar-2024	UBM ENTERPRISE, INC	13,592.11
1084596	28-Mar-2024	UKG KRONOS SYSTEMS LLC	6,150.00
726531	13-Mar-2024	ULRICH, JAKE (R)	50.00
726935	27-Mar-2024	UNICOA	966.56
1084418	07-Mar-2024	UNIFIRST CORPORATION	178.96
1084480	14-Mar-2024	UNIFIRST CORPORATION	105.03
1084537	20-Mar-2024	UNIFIRST CORPORATION	130.71
1084588	28-Mar-2024	UNIFIRST CORPORATION	71.25
726664	20-Mar-2024	UNITED SITE SERVICES OF ARIZONA, INC.	379.21
726532	13-Mar-2024	UNITED STATES POSTAL SERVICES	50,000.00
1084424	07-Mar-2024	UNIVAR USA INC	12,101.60
1084489	14-Mar-2024	UNIVAR USA INC	74,334.88
1084542	20-Mar-2024	UNIVAR USA INC	24,750.61
1084593	28-Mar-2024	UNIVAR USA INC	60,198.07
726846	27-Mar-2024	UNIVERSITY LAKES JUSTICE COURT	100.00
726533	13-Mar-2024	USP TECHNOLOGIES	30,735.16
726936	27-Mar-2024	USP TECHNOLOGIES	30,805.46
1084723	29-Mar-2024	VAKKALANKA, SURYANARAYANA	1,520.00
727001	28-Mar-2024	VALLEY CHRISTIAN SCHOOLS	500.00
726937	27-Mar-2024	VALLEY COLLECTIONS SERVICE, LLC (R)	5.60
726938	27-Mar-2024	VALLEY COLLECTIONS SERVICE, LLC (R)	5.60
1084426	07-Mar-2024	VALLEYWIDE GENERATOR SERVICE LLC	7,645.00
1084491	14-Mar-2024	VALLEYWIDE GENERATOR SERVICE LLC	1,913.69
1084595	28-Mar-2024	VALLEYWIDE GENERATOR SERVICE LLC	176.00
726598	13-Mar-2024	VAN WYK ARIZONA LLC (R)	40.59
727091	29-Mar-2024	VENTURA ACQUISITION LLC	1,920.00
726534	13-Mar-2024	VEOLIA WTS USA, INC	14,364.80
1084432	07-Mar-2024	VERIZON WIRELESS	2,864.47
1084433	07-Mar-2024	VERIZON WIRELESS	3,014.42
1084434	07-Mar-2024	VERIZON WIRELESS	3,295.29
1084499	14-Mar-2024	VERIZON WIRELESS	50.00
1084500	14-Mar-2024	VERIZON WIRELESS	1,326.65
1084549	20-Mar-2024	VERIZON WIRELESS	40.18
1084550	20-Mar-2024	VERIZON WIRELESS	1,114.85
1084600	28-Mar-2024	VERIZON WIRELESS	1,498.40
1084601	28-Mar-2024	VERIZON WIRELESS	76.05

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1084493	14-Mar-2024	VERRA MOBILITY	4,917.59
1084506	20-Mar-2024	VERRA MOBILITY	43,471.25
726986	27-Mar-2024	VICARS, DANIEL (R)	275.00
726684	20-Mar-2024	VILLALOBOS, ANGEL (R)	54.25
726980	27-Mar-2024	VILLANUEVA, FRANCISCO (R)	38.62
726332	06-Mar-2024	VINCON ENGINEERING CONSTRUCTION LLC	5,500.00
726535	13-Mar-2024	VINCON ENGINEERING CONSTRUCTION LLC	3,867.37
726536	13-Mar-2024	VINCON ENGINEERING CONSTRUCTION LLC	4,576.11
726665	20-Mar-2024	VINCON ENGINEERING CONSTRUCTION LLC	68,917.47
727092	29-Mar-2024	VIRDEE, ARVINDER S	1,123.00
726981	27-Mar-2024	VISHT, KAILASH (R)	96.91
1084450	14-Mar-2024	VISION SERVICE PLAN OF ARIZONA	26,531.70
1084451	14-Mar-2024	VISION SERVICE PLAN OF ARIZONA	6,067.20
1084452	14-Mar-2024	VISION SERVICE PLAN OF ARIZONA	69.06
1084666	29-Mar-2024	VISTA ASSET COMPANY LLC	2,254.00
1084668	29-Mar-2024	VISTA STAR COMPANY, LLC	9,733.00
726666	20-Mar-2024	VLI EVENTS	8,582.56
726939	27-Mar-2024	VOCATIONAL DIAGNOSTICS INC	2,137.50
1084454	14-Mar-2024	VOYA FINANCIAL	83,181.39
1084419	07-Mar-2024	VULCAN MATERIALS CO	685.58
1084481	14-Mar-2024	VULCAN MATERIALS CO	982.15
726537	13-Mar-2024	W W WILLIAMS	190.00
726538	13-Mar-2024	W W WILLIAMS	142.50
726539	13-Mar-2024	W W WILLIAMS	1,662.50
726540	13-Mar-2024	W W WILLIAMS	237.50
726541	13-Mar-2024	W W WILLIAMS	261.25
726940	27-Mar-2024	W W WILLIAMS	430.45
726941	27-Mar-2024	W W WILLIAMS	1,494.41
726942	27-Mar-2024	W W WILLIAMS	142.50
726943	27-Mar-2024	W W WILLIAMS	142.50
726944	27-Mar-2024	W W WILLIAMS	142.50
726945	27-Mar-2024	W W WILLIAMS	166.25
726667	20-Mar-2024	WAKELING, TOM	675.00
726333	06-Mar-2024	WALDEN AUTO LLC (R)	105.00
726599	13-Mar-2024	WALKER, TYLER (R)	34.80
726284	06-Mar-2024	WANG, MICHAEL (R)	125.00
1084497	14-Mar-2024	WASTE MANAGEMENT OF ARIZONA, INC	37,166.53
1084545	20-Mar-2024	WASTE MANAGEMENT OF ARIZONA, INC	4,258.66
1084546	20-Mar-2024	WASTE MANAGEMENT OF ARIZONA, INC	663.07
1084547	20-Mar-2024	WASTE MANAGEMENT OF ARIZONA, INC	428.50
1084598	28-Mar-2024	WASTE MANAGEMENT OF ARIZONA, INC	25,289.53
1084599	28-Mar-2024	WASTE MANAGEMENT OF ARIZONA, INC	979,030.46
726542	13-Mar-2024	WATER & ENERGY SYSTEMS TECHNOLOGY INC	8,320.00
726946	27-Mar-2024	WATER & ENERGY SYSTEMS TECHNOLOGY INC	2,306.75
727093	29-Mar-2024	WATER'S EDGE AT OCOTILLO	1,571.00
1084645	29-Mar-2024	WATTS, ELSKA M.	146.00
1084428	07-Mar-2024	WAXIE SANITARY SUPPLY	7,350.50
1084495	14-Mar-2024	WAXIE SANITARY SUPPLY	2,470.32
1084501	14-Mar-2024	WAXIE SANITARY SUPPLY	4,877.34
1084597	28-Mar-2024	WAXIE SANITARY SUPPLY	15,447.92
727094	29-Mar-2024	WEALTH BUILDER REAL ESTATE	758.00
1084420	07-Mar-2024	WEBER WATER RESOURCES LLC	7,817.21
1084742	29-Mar-2024	WEINBERG, JAMES M	1,446.00
726365	07-Mar-2024	WEINHOLD, LISA A	800.86
726947	27-Mar-2024	WEST COAST ARBORISTS, INC	522.00
1084587	28-Mar-2024	WESTERN ENVIRONMENTAL EQUIPMENT COMPANY	54,713.92
726334	06-Mar-2024	WESTERN STATES FIRE PROTECTION CO	6,266.20
726543	13-Mar-2024	WESTERN STATES FIRE PROTECTION CO	4,311.88
726668	20-Mar-2024	WESTERN STATES FIRE PROTECTION CO	494.00
726948	27-Mar-2024	WESTERN STATES FIRE PROTECTION CO	535.00
726949	27-Mar-2024	WESTERN STATES FIRE PROTECTION CO	6,261.70
727095	29-Mar-2024	WHITMAN, STEVEN	2,789.00
726810	20-Mar-2024	WHITWORTH, ANDREW J	243.00

Payment Number	Payment Date	Vendor Name	Amount
726950	27-Mar-2024	WIENEKE LAW GROUP PLC	14.00
726951	27-Mar-2024	WIENEKE LAW GROUP PLC	10,694.32
726600	13-Mar-2024	WILLIAM MAY P LLC (R)	51.62
726669	20-Mar-2024	WILSON ENGINEERS	8,567.50
1084614	29-Mar-2024	WIND RIVER 88 LLC	1,919.00
1084425	07-Mar-2024	WIST BUSINESS SUPPLIES & EQUIPMENT	12,193.04
1084490	14-Mar-2024	WIST BUSINESS SUPPLIES & EQUIPMENT	595.42
1084594	28-Mar-2024	WIST BUSINESS SUPPLIES & EQUIPMENT	66.16
1084733	29-Mar-2024	WL INVESTMENT LLC	1,802.00
1084647	29-Mar-2024	WONG, CHRISTOPHER DINH	1,069.00
726670	20-Mar-2024	WORKER COMPENSATION RX SOLUTIONS	346.46
726671	20-Mar-2024	WORKER COMPENSATION RX SOLUTIONS	269.53
1084429	07-Mar-2024	WSP USA ENVIRONMENT & INFRASTRUCTURE INC	8,521.50
1084616	29-Mar-2024	WU, LUIS	2,386.00
1084691	29-Mar-2024	WU, SUYUAN LIN	8,332.00
726672	20-Mar-2024	WUNDERLICH-MALEC SYSTEMS, INC	4,220.00
1084751	29-Mar-2024	WUZ 66 RENTAL LLC	2,625.00
1084775	29-Mar-2024	XIA, JINGNA	2,167.00
1084709	29-Mar-2024	XIAO, HONG MEI	1,886.00
726601	13-Mar-2024	XIAO, XUSHENG (R)	7.52
1084776	29-Mar-2024	XIE, YUN	2,996.00
727096	29-Mar-2024	YAMASA CO. LTD	1,827.00
726366	07-Mar-2024	YANG, SHIZE (R)	54.01
726335	06-Mar-2024	YANG, TAI-NI	1,200.00
1084746	29-Mar-2024	YASSIR, YOUSEF	2,700.00
1084675	29-Mar-2024	YO, TIMOTHY	1,987.00
726223	06-Mar-2024	YOUNGER, CRAIG	450.00
726544	13-Mar-2024	ZACH VALENT STUDIO LLC	6,800.00
1084712	29-Mar-2024	ZHANG, JUNLI	1,193.00
1084710	29-Mar-2024	ZHANG, QISHENG	2,112.00
727097	29-Mar-2024	ZHENG, SHAO MEI	2,200.00
1084602	28-Mar-2024	ZIONS BANCORPORATION, NATIONAL ASSOCIATION	300.00
726354	06-Mar-2024	ZWART, ALANNA (R)	6.63

**City Council Memorandum Management Services Memo No. MS 24-083**

Date: April 18, 2024
To: Mayor and Council
Joshua H. Wright, City Manager
Thru: Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Director
From: Christina Pryor, Procurement & Supply Senior Manager
Subject: Contracts and Agreements Administratively Approved, Month of March 2024

Background/Discussion

On November 7, 2022, City Council adopted Ordinance No. 5030 amending the Code of the City of Chandler, Chapter 3, raising the threshold for Council approval of contracts and agreements for materials, services, equipment, and construction from \$50,000 to \$100,000. The threshold for Council approval of contracts and agreements for professional services was raised from \$30,000 to \$100,000. The changes allow contracts and agreements valued less than \$100,000 to be approved administratively. As part of the change, Council requested a monthly summary of contracts and agreements approved under the newly adopted thresholds that would have required Council approval under the previous thresholds. The attached report summarizes the administratively approved contracts and agreements for materials, services, equipment, and construction valued between \$50,000 and \$99,999, and professional services valued between \$30,000 and \$99,999.

Attachments

Contracts and Agreements Administratively Approved

Informational Procurement Council Item – March 2024 Administrative Approvals

Administrative Approval of Contracts and Agreements for Materials, Services, Equipment and Construction Valued Between \$50,000 and \$99,999 and Professional Services Valued Between \$30,000 and \$99,999

Agreement No.: 4750

Subject: Traffic Engineering Plan Review Services

Contractor: Lokahi, LLC

Value: \$45,000.00

Notes: Provides for supplemental services for traffic engineering plan review.

Agreement No.: TP2202.201

Subject: Kyrene Branch and Highline Canal Shared Use Path

Contractor: Kimley-Horn and Associates, Inc.

Value: 37,450.00

Notes: Amendment for additional services to be provided by consultant and an addition of 400 calendar days.

Agreement No.: PR2201.271

Subject: Tumbleweed Recreation Center Expansion Multi-Generational Facility (East)

Contractor: Barker Rinker Seacat Architecture

Value: 30,000.00

Notes: Amendment to replenish the owner's allowance that was used for commissioning services.

Agreement No.: LI2401.201

Subject: Hamilton Library Improvements

Contractor: Works bureau, Inc.

Value: 91,792.00

Notes: Consultant will provide design services for interior improvements to Hamilton Library, located at 3700 S. Arizona Avenue.

Agreement No.: ST2306.401

Subject: Capital Projects Cubicle Conversion

Contractor: Caliente Construction, Inc.

Value: 91,665.03

Notes: Converting two cubicles on the second floor into offices including demolition, acoustical work, new doors and frames, framing and drywall of new walls, replacement of damaged carpet, painting of new walls, electrical to include new light fixtures, outlets, conduits wiring, HVAC to include new ductwork, fire suppression and fire alarm work.

Agreement No.: ST2408.201

Subject: Deannexation Legals

Contractor: Entellus, Inc.

Value: 73,449.20

Notes: Land surveying services including field work and base map generation for the preparation of legal description documents to facilitate annexations and de-annexations in 6 areas around the City.

Agreement No.: DS2202.451

Subject: Traffic Signal at Layton Lakes Boulevard and Queen Creek Road

Contractor: Sunrise Engineering, LLC

Value: 92,516.00

Notes: Construction management services including pre-construction assistance, weekly construction meetings, schedule, RFIs, shop drawing submittals, time and material reviews, field directives, payment applications, public outreach, construction inspection, project closeout, material testing, record drawings, project monitoring.

Contracts or Agreements with Significant (+50%) Price Changes Valued Between \$50,000 and \$99,999

Agreement No.:

Subject:

Contractor:

Value:

Notes: