



City Council Study Session

Monday, May 6, 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 STUDY SESSION open to the public on Monday, May 6, 2024, immediately following the Public Housing Authority Commission meeting which begins at 6:00 p.m., in the Chandler City Council Chambers, 88 E. Chicago Street, Chandler, Arizona. One or more members of the Chandler City Council may attend this meeting by telephone.

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

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



Study Session Agenda

City Council Strategic Framework Focus Areas: Legend



Community Safety



Neighborhoods



Quality of Life



Sustainability and Technology



Connectivity



Economic Vitality

Call to Order

Roll Call

Scheduled Public Appearances

1. Service Recognitions
2. Proclamation - Water Safety Month
3. Recognition - Water Festival Sponsors

Consent Agenda

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



City Clerk

1. **Approval of Minutes**

Move City Council approve the Council meeting minutes of the Special Meeting - Budget Workshop #3 of March 21, 2024; the Work Session of April 4, 2024; the Work Session of April 15, 2024; the Study Session of April 15, 2024; and the Regular Meeting of April 18, 2024.

2. **Board and Commission Member Appointments**

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



City Manager

3. **Resolution No. 5802, Authorizing a Grant Application for and Acceptance of Grant Funds from the SS4A Federal Grant Program**

Move City Council pass and adopt Resolution No. 5802, authorizing a grant application for and acceptance of grant funds from the SS4A federal grant program in the amount of \$800,000.

Council Focus Area(s): 

4. **Agreement No. CM2-556-4450, Amendment No. 1, for Micro Transit Services, with River North Transit, LLC**

Move City Council approve Agreement No. CM2-556-4450, Amendment No. 1, with River North Transit, LLC, for micro transit services, in an amount not to exceed \$1,292,000, for a one-year period, July 1, 2024, through June 30, 2025.

Council Focus Area(s): 

5. **Fiscal Year (FY) 2023-24 Budget Amendment from Ongoing Council Contingency**
Move City Council approve an ongoing budget amendment for the remaining \$4,000 in the FY 2023-24 Council Contingency for League of Arizona Cities and Towns annual conference registration for City Council, and authorize staff to transfer appropriation from the Non-Departmental Council Contingency account to the Mayor and Council cost center.



Community Services

6. **Purchase of Turf Renovation, Removal, Preparation and Installation Services**
Move City Council approve the purchase of turf renovation, removal, preparation, and installation services, from Underwood Bros. Inc., dba AAA Landscape, utilizing City of Mesa Contract No. 2022132, in an amount not to exceed \$149,250.70.

Council Focus Area(s):  

7. **Purchase of Grounds and Irrigation Products and Services**
Move City Council approve the purchase of grounds and irrigation products and services, from Stabilizer Solutions, Inc., utilizing the 1GPA Contract No. 23-10DV-05, in an amount not to exceed \$180,730.

Council Focus Area(s):  



Development Services

8. **Final 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 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.

Council Focus Area(s): 

9. **Preliminary Development Plan, PLH23-0048 Echo Suites, Located at the Southeast Corner of Cooper Road and the Loop 202 Santan Freeway**

Move City Council approve Preliminary Development Plan PLH23-0048 Echo Suites Extended Stay by Wyndham for site layout and building architecture for a four-story hotel on approximately 2.54 acres, subject to conditions as recommended by Planning and Zoning Commission.

Council Focus Area(s): 

10. **Use Permit, PLH23-0068 Win Beauty Salon, 284 S. Dobson Road, Generally Located at the Northwest Corner of Dobson and Frye Roads**

Move City Council approve Use Permit, PLH23-0068 Win Beauty Salon, subject to the conditions recommended by Planning and Zoning Commission.

Council Focus Area(s): 

11. **Final Plat approval for Woodsprings Suites-Everhome Suites, PLT22-0040, Located West of the Northwest corner of Price Road and Willis Road**

Move City Council approve Final Plat PLT22-0040, Woodspring Suites-Everhome Suites, as recommended by staff.

Council Focus Area(s): 

12. **Final Adoption of Ordinance No. 5084, Rezoning 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**

Move City Council 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.

Council Focus Area(s): 

13. **Rezoning and Preliminary Development Plan, PLH23-0063 CBREIM Frye, Located at 2500 W. Frye Road, Generally Located One-Half Mile South and East of Chandler Boulevard and Price Road**

Rezoning

Move City Council continue Rezoning 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, subject to conditions as recommended by Planning staff, to the June 27, 2024, City Council meeting.

Preliminary Development Plan

Move City Council continue Preliminary Development Plan PLH23-0063 CBREIM Frye for site layout and building architecture, subject to the conditions as recommended by Planning staff, to the June 27, 2024, City Council meeting.

Council Focus Area(s): 



Facilities and Fleet

14. **Purchase of Key Cabinets and Installation Services**

Move City Council approve the competition impracticable purchase of key cabinets and installation services, from Traka USA, in the amount of \$146,800.

Council Focus Area(s): 



Management Services

15. **New License Series 12, Restaurant Liquor License Application for Xing Ling Chen, Agent, Legends Showcase, LLC, DBA Legends Showcase Bar & Grill**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 283495, a Series 12, Restaurant Liquor License, for Xing Ling Chen, Agent, Legends Showcase, LLC, DBA Legends Showcase Bar & Grill, located at 2386 N. Alma School Road, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 306878.

Council Focus Area(s): 

16. **New License Series 12, Restaurant Liquor License Application for Bonita Renee Henderson, Agent, The 5Bs, LLC, DBA Bonnie's Bread and Butter Co.**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 280208, a Series 12, Restaurant Liquor License, for Bonita Renee Henderson, Agent, The 5Bs, LLC, DBA Bonnie's Bread and Butter Co., located at 777 N. Arizona Avenue, Suite 3, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 306765.

Council Focus Area(s): 

17. **License Series 12, Restaurant Liquor License application for Quin Hq Dinh, Agent, Asian Kitchen, LLC, DBA Asian Kitchen**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 274041, a Series 12, Restaurant Liquor License, for Quin Hq Dinh, Agent, Asian Kitchen, LLC, DBA Asian Kitchen, located at 1890 W. Germann Road, Suite #1, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 307046.

Council Focus Area(s): 

18. **New License Series 10, Beer and Wine Store Liquor License Application for Andrea Dahlman Lewkowitz, Agent, Trader Joe's Company, DBA Trader Joe's #287**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 282340, a Series 10, Beer and Wine Store Liquor License, for Andrea Dahlman Lewkowitz, Agent, Trader Joe's Company, DBA Trader Joe's #287, located at 3961 S. Arizona Avenue, and approval of the City of Chandler, Series 10, Beer and Wine Store Liquor License No. 307014.

Council Focus Area(s): 



Neighborhood Resources

19. **Final Adoption of Ordinance No. 5092, Approving a Ground Lease at 77 North McQueen Road with Villas on McQueen, LLC**

Move City Council 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): 



Police Department

20. **Introduction and Tentative Adoption of Ordinance No. 5096, Repealing and Replacing Section 11-16 of Chapter 11 of the Code of the City of Chandler in its Entirety and Retitling as "Unruly Gathering"**

Move City Council introduce and tentatively adopt Ordinance No. 5096, amending the Code of the City of Chandler, Chapter 11, Curfew, Graffiti, Smoking and Miscellaneous Offenses, by repealing and replacing Section 11-16 in its entirety; retitling Section 11-16 as "Unruly Gathering"; providing for repeal of conflicting ordinances; providing for severability, and providing for penalties.

Council Focus Area(s): 

21. **Introduction and Tentative Adoption of Ordinance No. 5097, Amending Chapter 11 of the Code of the City of Chandler by Adding Section 11-18 "Brass Knuckles"**

Move City Council introduce and tentatively adopt Ordinance No. 5097, amending the Code of the City of Chandler, Chapter 11, Curfew, Graffiti, Smoking and Miscellaneous Offenses, by adding Section 11-18 "Brass Knuckles"; providing for repeal of conflicting ordinances; providing for severability, and providing for penalties.

Council Focus Area(s): 



Public Works and Utilities

22. **Final 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 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):  

23. **Resolution No. 5795 Approving Amendment No. 1 to the Amended Project Agreement Under the Public Infrastructure Master Agreement Between the City of Chandler and Intel Corporation**

Move City Council pass and adopt Resolution No. 5795 approving Amendment No. 1 to the Amended Project Agreement under the Public Infrastructure Master Agreement dated May 24, 2019, between the City of Chandler and Intel Corporation for improvements to the Ocotillo Brine Reduction Facility and related public infrastructure needed to serve Intel's campus at 4500 S. Dobson Road.

Council Focus Area(s): 

24. **Agreement No. TR3-968-4606, Amendment No.1, with Paramount Assistant, LLC, dba Paramount Streetlight, for Streetlight Pole Replacement**

Move City Council approve Agreement No. TR3-968-4606, Amendment No.1, with Paramount Assistant, LLC, dba Paramount Streetlight, for streetlight pole replacement, in an amount not to exceed \$479,000, for a one-year term, May 1, 2024, through April 30, 2025.

Council Focus Area(s): 

25. **Professional Services Agreement No. ST2007.451, with Entellus, Inc., for the Hamilton Street Improvements from Iris Place to Appleby Road Construction Management Services**

Move City Council award Professional Services Agreement No. ST2007.451, to Entellus, Inc., for the Hamilton Street Improvements from Iris Place to Appleby Road Construction Management Services, in an amount not to exceed \$671,367.74.

Council Focus Area(s): 

26. **Professional Services Agreement No. AI2209.201, with C&S Engineers, Inc. for the Airport Operations Garage Design Services**

Move City Council award Professional Services Agreement No. AI2209.201 to C&S Engineers, Inc. for the Airport Operations Garage Design Services, in an amount not to exceed \$305,513.00.

Council Focus Area(s): 

27. **Professional Services Agreement No. ST2009.451, Amendment No. 2, with Ritoch-Powell & Associates Consulting Engineers, Inc., for the Dobson Road Improvements at Intel Driveways #1 and #4 Construction Management Services**

Move City Council award Professional Services Agreement No. ST2009.451, Amendment No. 2, to Ritoch-Powell & Associates Consulting Engineers, Inc., for the Dobson Road Improvements at Intel Driveways #1 and #4 Construction Management Services, increasing the agreement amount by \$24,815.

Council Focus Area(s): 

28. **Purchase of LED Lighting**

Move City Council approve the purchase of LED Lighting, from Ameresco, utilizing the City of Tucson Contract No. 161436-01, in an amount not to exceed \$570,000.

Council Focus Area(s): 

Informational

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

30. **Study Session & Regular Minutes of February 21, 2024, Planning and Zoning Commission**

31. **March 20, 2024, Planning and Zoning Commission Meeting Minutes**

Adjourn



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

Date: May 06, 2024
To: Mayor and Council
From: Dana DeLong, City Clerk
Subject: Approval of Minutes

Proposed Motion:

Move City Council approve the Council meeting minutes of the Special Meeting - Budget Workshop #3 of March 21, 2024; the Work Session of April 4, 2024; the Work Session of April 15, 2024; the Study Session of April 15, 2024; and the Regular Meeting of April 18, 2024.

Attachments

Minutes of the Special Meeting - Budget Workshop #3 held on March 21, 2024
Minutes of the Work Session held on April 4, 2024
Minutes of the Work Session held on April 15, 2024
Minutes of the Study Session held on April 15, 2024
Minutes of the Regular Meeting held on April 18, 2024

Meeting Minutes

City Council Special Meeting

March 21, 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

*Councilmember Ellis attended telephonically.

Staff in Attendance

Dawn Lang, Deputy City Manager / Chief Financial Officer
Matt Dunbar, Budget and Policy Assistant Director
Matt Burdick, Communications and Public Affairs Director
Ryan Peters, Strategic Initiatives Director
Alexis Apodaca, Mayor and Council Public Affairs Senior Manager
Steven Turner, Stainability and Performance Officer
John Knudson, Public Works and Utilities Director
Mickey Ohland, Community Services Planning Manager
Jeremy Abbott, Public Works and Utilities Assistant Director
Helen Parker, Budget and Research Principal Analyst

Discussion

1. Budget Workshop #3, Fiscal Year 2024-25
 1. Overview of Proposed 10-Year Capital Improvement Program (CIP)
 2. Chandler Water and Wastewater Utilities - Major Projects and Rates
 3. Review List of Projects in Proposed 10-Year Capital Improvement Program
 4. Key Budget Dates and Questions

MAYOR HARTKE called for a staff presentation.

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

- FY 2024-25 Budget Workshop #3 CIP
- FY 2024-25 Budget Theme
 - Making it Happen
 - Our Brand: A safe, diverse, equitable and inclusive community that connects people, chooses innovation and inspires excellence
- Agenda
 - Overview of Proposed 10-Year Capital Improvement Program (CIP)
 - Chandler Water and Wastewater Utilities - Major Projects and Rates
 - Review List of Projects in Proposed 10-Year Capital Improvement Program
 - Key Budget Dates and Questions
- Chandler Budget Process Timeline
- Strategic Framework Guides our Decision Making

COUNCILMEMBER ORLANDO asked if early hires make up most of this spending.

MS. LANG said yes.

COUNCILMEMBER ORLANDO asked why none of the opioid settlement agreement identified uses funds have been spent.

MR. WRIGHT answered that with the procurement process to select vendors they are hoping to start spending before the end of the fiscal year. It is a complicated program to put together, the RFP will come back to council.

VICE MAYOR HARRIS asked about education around the program.

MR. WRIGHT said the two parts to the procurement process will be education-based teaching in schools and youth, and some part is direct response.

VICE MAYOR HARRIS asked when the vendor will be selected.

MR. WRIGHT said the project plan will go to council before companies are selected for the RFP. They will circle back after the scope of the project is plotted out.

MAYOR HARTKE compared this process to the DEI study in seeking RFP and project planning.

MR. WRIGHT said staff will be communicative about this project.

MR. DUNBAR continued the presentation.

- Proposed 10-Year Capital Improvement Program (CIP)
- Fiscal Foundations –
 - Current 10 Year CIP Council Guidelines
 - Minimize increase in property taxes
 - Maintain, enhance, or re-imagine existing infrastructure
 - Finish planned construction of streets, parks, fiber and utility systems
 - Prior to adding capital, ensure related ongoing O&M can be supported
 - Utilize master plans to guide long-term capital investment
 - Deliver on commitments made to residents through 2021 bond election
 - Balance inflation, workload, and timely completion of high-visibility and grant-funded projects
- Priorities for One-Time Dollars
 - Reinvest in existing aging infrastructure, neighborhoods & systems and projects that generate ongoing savings
 - Operating and capital spending to advance Strategic Framework goals
 - Maintain reserves sufficient to meet financial policies
 - New initiatives and capital, including sustainability
 - Paid down large unfunded PSPRS liability to generate ongoing savings and continue to maintain payoff status
- Summary of City-wide Core Infrastructure
 - 65 Square miles
 - 2,090 miles of streets
 - 29,800 street lights
 - 238 signalized intersections
 - 1,228 miles of potable water lines
 - 958 miles of sanitary sewer
 - 31 operating wells
 - 69 developed parks (1,316.67 acres)
 - 51 lighted fields
 - 71 municipal buildings
 - 821 fleet vehicles / trucks
 - Focus on improving overall quality in rising cost environment
- 10-Year CIP Overview
 - 2025-2034 CIP total is \$2,493,804,031 (\$529.8M more than the 2024-2033 CIP)

- Updated to reflect continued inflationary pressures
- Continued focus on aging infrastructure
- Includes \$299M in key aging infrastructure projects for water and wastewater
- Additional capacity was gained from secondary levy growth higher than anticipated (+5.3% versus +4%)

COUNCILMEMBER STEWART commented that the increase of \$529.8M more than the 2024-2033 CIP is rather significant. Councilmember Stewart asked what comprised the \$299M in infrastructure projects.

MR. DUNBAR said that the \$299M does not just comprise new projects, these are either increasing current project costs, or new projects. There are some new projects coming in at Year 10 that are included in this amount.

COUNCILMEMBER POSTON asked how inflation affects these costs.

MR. DUNBAR said we had seen high increases in projects due to high costs of supplies and labor. The rate of inflation may be the same, but the cost is still high.

COUNCILMEMBER STEWART noted that while inflation has tapered off, costs are still high.

MS. LANG said the constant rate is accounted for.

COUNCILMEMBER ORLANDO asked what numbers are used to calculate inflation in the models.

MR. DUNBAR said there is a group that establishes construction cost inflationary pricing which we use when modelling this industry costs.

JOHN KNUDSON explained that we have a source for construction costs by market, we can tune into the Phoenix market. Every year before the budget process starts, we begin this analysis and decide on escalation rates for all projects in the same way for the year.

COUNCILMEMBER ORLANDO asked if it is individual or cumulatively applied to all construction costs.

MR. KNUDSON answered that oftentimes the project will be re-estimated. The cost used years ago for the baseline were no longer valid. The costs were reevaluated by either the company or from Chandler.

COUNCILMEMBER ORLANDO asked if it the same rate applied to all of these projects, or applied differently for different aspects of the projects.

MR. KNUDSON said the base estimate is done per item. On a yearly basis, we escalate on a percentage what was originally set.

MAYOR HARTKE summarized that the yearly percentage increase is done across the board, on project estimates that were originally estimated per item.

MR. KNUDSON said yes, not every single project is re-estimated and re-escalated.

MS. LANG added that Mesquite Groves Park right now is a concept. We are rolling forward older concepts and re-estimated a lump sum, then escalating the lump sum per year.

MAYOR HARTKE said we know this year roughly.

MR. DUNBAR continued the presentation.

- 10 Year CIP Comparison by Department
- Current 10-Year and Next 10-Year CIP – Comparison
 - Continued planned project cost increases have taken a toll on how and when projects are funded
 - Example projects with significant increases or new (all funds)
 - Airport Hangar Pavement Reconstruction +\$10.5M, Rehabilitate Runway 4R/22L
 - Pavement +\$6.3M
 - Traffic Management Center Rehabilitation +\$5.6M
 - Fire Station #4 Rebuild +\$7.3M, Fire Station #12 +\$4.9M
 - IT Projects including Financial/HR system replacement +\$6.5M
 - Sustainability (Solar Capital Investment, produces ongoing savings) +\$15M
 - Mesquite Groves Park +\$19.4, Tumbleweed Multi-Gen +\$7.1M
 - Police Forensic Facility +\$15.8M, Main Station Renovations +\$7.8M
 - Kyrene Rd (Chandler Blvd to 202) +\$13.6M
 - Price Rd/Queen Creek Intersection +\$19.3M
 - New- McQueen Rd (Warner to Pecos) \$84.9M
 - Frye Rd. Protected Bike Lane +\$7.8M
 - Santan Freeway 66" Sewer line +\$40M, Wastewater Capacity Increases +\$16.8M
 - Main and Valve Replacement +\$105M, Production Facility Improvements +\$49M
- 10-Year CIP by Focus Area
- GO Bond Authorization History Need for Bond Election
 - Bond Authorization usage higher than anticipated and will be exhausted by FY 2025-26 for Parks, Streets and Police, and FY 2029-30 for Fire. Bond Election needed by Fall of 2025 to continue capital program in these areas.

COUNCILMEMBER ORLANDO asked because they are enterprise funds you cannot sell them as bonds.

MR. DUNBAR answered that we do sell bonds that are excise tax revenue bonds which has a different funding mechanism, a different revenue paying for them.

COUNCILMEMBER ORLANDO asked if the authorization has run out.

MR. DUNBAR clarified that we are currently out of authorization. We will talk about options moving forward.

COUNCILMEMBER STEWART said we have some wish list items we knew we would have to bond for.

MR. DUNBAR said we had anticipated being able to fully fund some projects, with the authorization received from voters, for example Mesquite Groves Park.

MS. LANG added that since costs have gone up, we have not been able to have enough fees to pay for the first phase of the park development, we would have to collect bonds to pay the delta because of inflation.

COUNCILMEMBER STEWART talked about federal dollars and said we will eventually have to pay for what they fund.

MS. LANG said every project we planned on bond funding we still plan to continue to bond fund, but because of inflation, it costs more, and takes up more of the authorization.

COUNCILMEMBER STEWART clarified that previous bond authorizations were planned to cover complete projects, but because of inflation, we need to seek more bond authorization to finish projects at the current higher cost.

VICE MAYOR HARRIS said it is important to discuss risk factors in the life of a project. If we go back out for authorization, it is important to know when we would then plan to finish the project. We need to balance how we ask for bond authorization.

MS. LANG said inflation like this is not typical. The numbers for the 2021 bond election was pre-COVID, the projection was escalated for what was appropriate at the time. A cushion was built in at that time, but this unprecedented rate of inflation could not have been predicted.

MAYOR HARTKE said we do not have the money to buy all the bonds today, it depends on the secondary property tax. There is a balance when we spend and when we can pay for them.

VICE MAYOR HARRIS said we need to communicate clearly when we ask for more authorization to continue the capital plan, explaining the reason of higher costs and inflation.

MAYOR HARTKE said the community outreach in previous elections was very focused.

COUNCILMEMBER ELLIS asked how we are going to balance build-out with a decrease of impact fees and new bond projects.

MS. LANG said even though build out is on the horizon, we have changed the way we build now. Changes are made in the system development fee structure. We anticipate collecting fees every time a new permit is pulled, funds set aside for future growth projects or to pay back project funds. We will continue to collect on these permits.

COUNCILMEMBER ELLIS said this is important to know how we plan on collecting these fees.

COUNCILMEMBER ORLANDO asked if staff has investigated how to use one-time funding on these projects.

MS. LANG say there is a significant amount of CIP projects general funded. Projects were planned to be general obligation bond. We then used general fund dollars to purchase bond-funded items, to focus on using bonds for big projects. We do not have authorization for technology and fiber developments. Those projects are over \$20M and planned with cash. Some other projects that cannot be grant-funded and are being general fund cash-planned.

MAYOR HARTKE said one example is using funds for solar energy. It is based on priorities of council, one of which being using one-time funding to generate ongoing savings.

COUNCILMEMBER POSTON asked about the availability in airport authorization.

MR. DUNBAR said it is from a previous bond election. Bond authorization does not expire, it keeps rolling forward.

MR. DUNBAR continued the presentation.

- GO Bond Authorization Project Drivers
 - Parks
 - Regional Park Development Auth \$18,074,000, now \$61.5M
 - 4 Diamond Field \$22.3M + Ryan Rd. 5.9M
 - Pickleball \$6.6M (12 to 18 courts) & 3 Tennis Cts/Lights \$2M
 - Multi-Gen Expansion \$14.8M (gym delayed)
 - Mesquite Groves Ph 1 \$10M (SDF shortfall)
 - Public Safety Police
 - Forensic Facility Auth \$38,325,000

- Forensic Facility \$64.8M (incl. \$9.1 GF)
- Streets / Transportation
 - Streets Auth \$10.9M, now \$42.9M
 - Cooper / Insight Loop \$13.5M
 - Alma School (Germann to QC) \$10.1M
 - Price/Queen Creek intersection \$19.3M (Beg. FY 2025-26)
 - Cost Changes since 2021 Arterial +19.2%
 - Intersect. +19.1%
 - Collectors +21.4%
- Public Safety Fire
 - Fire Stations Auth \$15,670,000
 - Station 2 Rebuild \$10.7M (+\$1.4M GF)
 - Station 4 rebuild +\$16.8M (beg. FY 2028-29)
- Increases as high as +30% to +50% in Capital Project costs

COUNCILMEMBER ORLANDO asked what the square footage is needed for the forensics facility.

MR. WRIGHT said we are still working on these options. A consultant is examining different options. The current placeholder option is to have a stand-alone city facility with just one tenant for the forensic facility. We are looking to increase the size based on demand and technology development. Our questions are if the will just be for us, or built in partnership with another organization, and how specialized are the things that need to go in this lab.

COUNCILMEMBER ORLANDO asked when to anticipate completion.

MR. WRIGHT said the preliminary response is complete, but will need determination before finalizing the budget, in the next couple months.

VICE MAYOR HARRIS said the cost of inflation is very high for these projects, notably the forensics facility.

MR. WRIGHT said that one of the pieces we still need in the design is the business case for the facility. We need to determine the operations plan, and how residents can benefit from this facility.

COUNCILMEMBER ELLIS said we cannot anticipate costs in the future to stabilize or decrease inflation rates. We need to work on community involvement and the project planning, and asked if we continue to move forward on the forensic facility project.

MS. LANG said we need to do our due diligence with the public. It was asked for and was included in projects that was authorized. We will continue to have this discussion and determine what is best for our community.

COUNCILMEMBER ELLIS said that we understand the rising costs of inflation, we just need to understand how best to move forward.

COUNCILMEMBER STEWART clarified that the bond election process does not start from residents. We request authorization from voters to bond fund certain projects.

MR. DUNBAR continued the presentation.

- GO Bond Projects Additional Bond Authorization Needs
 - Parks
 - Mesquite Groves Phase II (portion) and III*
 - A J Chandler Park Renovation*
 - Existing Community and Neighborhood Park Improvements*
 - Folley Pool/Park Renovation*
 - Tumbleweed gymnasium expansion
 - Streets/Transportation
 - Street Repaving*
 - Traffic Signal Additions and Repairs*
 - Kyrene Rd (Chandler Blvd. to Santan 202) (portion)*
 - Price Rd. Queen Creek Intersection*
 - McQueen Rd (Warner to Pecos)*
 - Washington Street Improvements*
 - Note: Additional projects if Prop 400 does not pass
 - Public Safety Fire
 - Fire Station 4 Rebuild (portion)*
 - Fire Station 12
 - Public Safety Police
 - Police Main Station and Criminal Investigation
 - Bureau (CIB)/Communications Renovations *
 - * = projects included in bond election, but additional bond authorization needed to complete

COUNCILMEMBER STEWART asked about bond authorization from previous bond elections.

MAYOR HARTKE said our residents request specific items. We reflect and listen to what our residents want and put together packages.

MS. LANG responded that some factors affecting projects from previous bond elections was not having the capacity in the tax rate to buy bonds.

COUNCILMEMBER ORLANDO said we had bond authorization but did not have the capacity without raising second tax rates at the current value. We must move forward.

COUNCILMEMBER ELLIS said we need to keep communication active with the community.

MS. LANG summarized that staff recommends a bond election in the fall of 2025 to continue our CIP projects.

COUNCILMEMBER ELLIS said that based on bond authorization project drivers, the recommendation is to pursue a bond election in the fall of 2025. More communication and discussion will come later.

MS. LANG continued the presentation.

- Chandler Water and Wastewater Utilities: Major Projects and Rates
- Utility Rates
 - Initial adjustments were made in current Fiscal Year to start to be able to address additional infrastructure projects
 - Anticipated rates as shared in FY 2023-24
- Major Drivers – Aging Infrastructure
 - Water
 - Total mains 1,228 miles
 - 31 operating wells
 - Reactive replacements based on breaks, proactive replacements based on risk assessment
 - Wastewater
 - 958 miles of sanitary sewer lines
 - 19,000 manholes 7,000 need repair
 - Proactive replacements based on physical inspections
- Water and Wastewater Operational Needs
 - Operating impacts, on top of major projects and debt service, are driving revenue requirement increase for Water and Wastewater Utilities
 - Water
 - Granulated Activated Carbon (GAC) costs +\$500k
 - Powdered Activated Carbon (PAC) costs +\$2M
 - Increased surface water costs +\$1.6M
 - Wastewater
 - Ocotillo Brine Reduction +\$2.3M (revenue offset)
 - Reclaimed Water Interconnect Facility +\$877k (revenue offset)
 - Reclaimed Water Utilities Increase +\$200k
 - Increased baseline testing costs for WW +\$150k

MR. KNUDSON continued the presentation.

- Water Infrastructure
- New Infrastructure – Pecos Water Plant Improvements

- A total of \$222M is being proposed in the new CIP for improvements to Water Facilities
- Aging Infrastructure – 48” Transmission Line
 - Design was included in current CIP of \$17.7M and proposed CIP has the construction of an additional \$134.5M for \$152M total
 - Adds redundancy for this single point of failure
 - Allows for eventual rehab on original transmission main
 - Seeking Congressionally Designated Funding for at least a portion of this project

COUNCILMEMBER ORLANDO asked if we would be able to receive any State funding due to the importance of this project to Intel.

MR. KNUDSON said it is a possibility. It is a replacement pipe, technically.

COUNCILMEMBER ORLANDO requested staff look into this source for funding.

MR. KNUDSON continued the presentation.

- Aging Infrastructure – Water Production Facilities
 - The use and maintenance of ground wells is critical to Chandler’s water portfolio
 - Booster station failures have become more of an issue and the cost for rehabilitation is higher if earlier remediation is not done
 - Average age of these remote facilities is 24-years with the newest being 4-years and the oldest 40-years
- Aging Infrastructure – Watermains
 - Recommended replacement plan would start out averaging 3-5 miles per year, escalating to 7.5 miles per year over the next 30 years to address all at risk lines. Coordination with other projects is vital.

MAYOR HARTKE asked if valve replacements would need to be completed in order to do watermain replacements.

MR. KNUDSON said yes, a test shutdown is done first to check the valves. We are getting ahead on valve replacements which saves us future project costs.

MR. DUNBAR continued the presentation.

- Aging Infrastructure – Watermains
 - Water Main Replacement Scenarios
 - 20-Year spread average 1% replacement/year covers all moderate to high risk
 - Effect on rates over next five years
 - 30-Year spread (recommended) average 0.6% replacement/year covers all moderate to high risk

- Effect on rates over next five years
- Water Rate Driver Comparison
 - Each 1% rate change equates to about \$580,000 in revenue
 - This year's operating increase is about \$3.3M ongoing (5.7% rate increase to fully fund)
 - This year's personnel increase is about \$400k ongoing (0.7% rate increase to fully fund)

MR. KNUDSON continued the presentation.

- Wastewater Rates
- Large Project in current CIP 66" Wastewater pipe

COUNCILMEMBER ORLANDO asked where the pipes will converge at the one station.

MR. KNUDSON said there will be a new junction structure, built out a sturdy material. The line out of the juncture structure will be relined next year. There is no redundancy for the pipe across the freeway.

MR. KNUDSON continued the presentation.

- Aging Infrastructure – Wastewater Mains / Manholes
 - Recommended replacement plan would start out averaging 90-120 manholes per year, escalating to 350 per year over the next 30 years to address all 7,000 manholes that have known issues

MR. DUNBAR continued the presentation.

- Aging Infrastructure – Wastewater Mains / Manholes
 - Wastewater Scenarios:
 - 20-Year spread covers all 7,000 moderate and major rehabs needed
 - Effect on rates
 - 30-Year spread (recommended) covers all 7,000 moderate and major rehabs needed
 - Effect on rates
- Wastewater Rate Driver Comparison
 - Each 1% rate change equates to about \$460,000 in revenue
 - This year's operating increase is about \$1M ongoing (2.2% rate increase to fully fund)
 - No new personnel planned in FY 2024-25

COUNCILMEMBER POSTON asked about policy behind the operating reserves.

MR. DUNBAR said the policy for operating reserves for sections that carry more risk such as water / wastewater are to set aside 20% reserves. This is from a rating agency perspective to maintain a positive financial policy requirement.

MR. DUNBAR continued the presentation.

- Proposed 5-Year Enterprise Fund Balance Projections
 - Water
 - Wastewater
 - Reclaimed
 - Solid Waste
- City Residential Rate Comparison
 - Estimated based on Tempe Cost of Service July 2023 results at 10,000 gallons single family residential rates for FY 2023-24 plus known Water and Wastewater increases across all Cities
- Cost of Service Allocations – Water / Wastewater
 - COS rate allocations:
 - Water 8.5% increase
 - Residential 3.7%
 - Multifamily 2.5%
 - Non-Residential 11.4%
 - Landscape 13.7%
 - Industrial 21.3%
 - Wastewater 8% Increase
 - Residential 0.0%
 - Multifamily 18.8%
 - Non-Residential 14.8%

Mayor and Council recessed the meeting at 5:47 p.m.

Mayor and Council reconvened the meeting at 6:45 p.m. with all members present.

- Review List of Projects in the Proposed 10-Year Capital Improvement Program (CIP)
- Draft Proposed 2025-2034 Capital Improvement Program General Funds

MAYOR HARTKE asked if the new CIP under Parks Capital – Parks Maintenance Equipment Replacement is to consider new equipment necessary for new parks.

MR. DUNBAR said is it for a new equipment replacement program, to evaluate needs for new equipment. This program would be to replace equipment on a timely basis.

- Buildings and Facilities Capital

COUNCILMEMBER ORLANDO asked what the amount of public facility bonds is here.

MS. LANG answered that the public facility bonds is a new category based on building assessment for roofs, HVAC, etc.

COUNCILMEMBER POSTON asked about space utilization improvements.

MS. LANG said the space assessment was completed; out of that it was determined we need more collaborative spaces. This year current budget allows for IT improvements, City Hall, Neighborhood Resources. We are reallocating people around to get more people into City Hall and give space to employees that do not have any.

MAYOR HARTKE said that he is pleased with the fresh look and seeing how we can better utilize our space.

- Transportation Policy Capital

MAYOR HARTKE asked if this is calculated without Prop 400 funding.

MR. DUNBAR said close years are estimated with Prop 400 funding, it is the later years that are unknown. Some are general fund-funded, that would likely be shifted to be grant-funded.

MAYOR HARTKE requested more information on what is dependent on Prop 479, and what projects may be at risk.

COUNCILMEMBER ORLANDO asked about bond capacity in terms of the proposition passing.

MS. LANG said Ocotillo shared use path funding source could change.

COUNCILMEMBER ORLANDO said Prop 479 will be fall 2024, and when we would go to bond authorization would be fall 2025. Are there any of these we need seek bond authorization for if Proposition 479 does pass at the state level and what is the appropriate timing.

MR. DUNBAR said we will know the results of Prop 479 during the project planning for bond authorization election.

COUNCILMEMBER ORLANDO said we need to make sure our timing is right when it comes to this unknown when it comes to state transportation funding.

MS. LANG said the first 2 years of this draft 10-year plan do incorporate expected funding. We assume that will pass. Projects that are further out may receive a positive effect. The current

funding for Prop 400 goes through 2026. To do a bond election 2025, we would not start the process until fall 2024.

MR. WRIGHT said our last bond election, our decisions were made further out.

COUNCILMEMBER ORLANDO requested a more concrete timeline for these transportation projects that may be affected by this year's election.

COUNCILMEMBER STEWART asked if there is any intention to formalize any response about Prop 479 from the City.

KELLY SCHWAB, City Attorney, mentioned that there are limitations on how to respond. The city cannot offer a direction. In an individual capacity, there is not a limitation.

- Community Services

MAYOR HARTKE asked about Phase 1 of Mesquite Groves Park and if it will be worked on next fiscal year funded by impact fees.

MS. LANG said correct, without the \$10M shortfall, which we would borrow and repay.

COUNCILMEMBER ORLANDO asked if last year's CIP had estimated \$20M for the Mesquite Groves project.

MS. LANG said two CIPs ago it was at \$19.7M, and was adjusted for this year again.

VICE MAYOR HARRIS asked if there is more time to discuss this with staff.

MAYOR HARTKE said this is the introduction of these items. You are free to develop questions to discuss with staff in one-on-ones.

MS. LANG said if there are any questions for the Budget Staff, to ask them now. Any further work sessions come down to the line to get the budget books printed two weeks before the all day budget briefing day.

VICE MAYOR HARRIS asked for more time to look at this.

COUNCILMEMBER POSTON wanted to ask more high-level questions.

MAYOR HARTKE said we are focusing right now on strategic questions.

MR. WRIGHT said we can schedule separate meetings to discuss.

MS. LANG returned to the question of Mesquite groves Park costs – it was \$19.7M, this year \$24M, with escalation up to \$30M.

- Cultural Development

COUNCILMEMBER STEWART asked if the funds for Downtown Redevelopment go to businesses.

MS. LANG said no, much of it is going towards electrical work downtown recently, walkways around the downtown square. These are projects rolled forward with updated funding.

COUNCILMEMBER STEWART asked about the Dr. A.J. Chandler Park line.

MS. LANG answered that this is a placeholder for now, which will come forward to council later. This is based on the updated design for a refresh of the park based on feedback from council and downtown members.

MR. WRIGHT said a new company is doing a conceptual refresh for the park design, which will come forward to council later.

COUNCILMEMBER STEWART asked if the message is if the park is fine, we can use this expenditure.

MR. WRIGHT said this has been rolling forward since the pause originally since the first design. There will be more discussion on this park design.

COUNCILMEMBER STEWART shared concerns about holding off on this item that we delayed.

COUNCILMEMBER ORLANDO asked when will be coming forward.

MR. WRIGHT said once the design is completed.

- Development Services

COUNCILMEMBER ORLANDO asked if these projects are bond funded.

MS. LANG said they are from the general fund.

- Fire
- Information Technology
- IT Projects Operations
- Non-Departmental

COUNCILMEMBER STEWART asked if this is for solar.

MS. LANG said yes.

- Police

COUNCILMEMBER STEWART asked if the forensics facility in FY25-26 would be from a new bond or general fund.

MS. LANG said that is the remaining authorization.

COUNCILMEMBER STEWART said we have the money to do it.

MS. LANG said yes, and we would need new authorization to CIP.

MR. DUNBAR added that other bond funded projects would need renewal.

COUNCILMEMBER ORLANDO asked when the forensic facility design will come forward.

MR. WRIGHT said that update will come forward to council later.

- Public Works & Utilities

MAYOR HARTKE asked if the Washington Street improvements are still in conversation.

MR. DUNBAR said yes.

MS. LANG added that there are additional funds being used for street repaving.

COUNCILMEMBER STEWART asked about the work being done on Lindsey Road.

MR. KNUDSON said intersections on Lindsey needs to be updated, there is not a lot of work, but it needs to be done.

MR. DUNBAR said much of that project is impact fee funded.

COUNCILMEMBER STEWART asked if the costs for these ongoing cost savings will be paid off, notably in the Turf to Xeriscape Program.

MR. WRIGHT explained that the results will be present in financial savings and water savings. There may be areas we decide not to do based on residents' feedback as well.

MS. LANG said more information will come forward.

- Draft Proposed 2025-2034 Capital Improvement Program Enterprise Funds
 - City Manager - Airport Capital

MAYOR HARTKE asked if traditionally these projects are grant matched.

MR. DUNBAR said yes, there are some areas which do not receive as high as a match due to lower priority.

COUNCILMEMBER ORLANDO asked if there is that much money in the enterprise fund.

MS. LANG said it would come through the general fund, coming through as a subsidy.

COUNCILMEMBER ORLANDO asked how this money flows.

MS. LANG said the airport enterprise fund is allowed in our financial policy to receive a subsidy from general fund. If there is not a grant match, then it comes from the general fund.

MR. DUNBAR said there is some small amount of bond authorization remaining.

MS. LANG said the enterprise fund has been studied to support operations and capital. The intent was to be an enterprise, with the subsidy being tracked on an annual basis.

- Public Works & Utilities – Solid Waste Capital

COUNCILMEMBER ORLANDO asked if these consist of projects mentioned earlier in the presentation.

MR. KNUDSON said yes.

- Public Works & Utilities – Wastewater Capital
- Public Works & Utilities – Water Capital

MAYOR HARTKE asked what a Vactor Truck is.

MS. LANG said it is used to clean out sewers.

MR. KNUDSON said it has a vacuum system to extract water.

MR. DUNBAR continued the presentation.

- Summary of Proposed Key General Government Capital Projects in the 1st 5 Years
 - Airport
 - Hanger Area Pavement Reconstruction
 - Runway 4R/22L Extension
 - Buildings & Facilities
 - Building Renovations and Repairs
 - Space Utilization Improvements
 - Community/Regional Park Improvements
 - Tumbleweed Regional Park Expansion
 - A.J. Chandler Park Improvements
 - Existing Community and Neighborhood Park Imp
 - Existing Athletic Field Improvements
 - Mesquite Groves Phases I & II
 - Folley Pool Renovation
 - Lantana Ranch Park Site
 - Tumbleweed Ranch
 - Development Services
 - Citywide Fiber Upgrades
 - Traffic Management Center Upgrades
 - Technology
 - ERP Modernization/Replacement
 - Fire
 - Emergency Vehicle Replacements
 - Self Contained Breathing Apparatus Replacements
 - Station #4 Rebuild Design
 - Police
 - Forensic Services Facility
 - Police Main Stations Renovations
 - Street/Transportation Projects
 - Street Repaving Program (\$116.7M in first 5-years)
 - Washington Street Improvements
 - Alma School Rd (Germann Rd to Queen Creek Rd)
 - Kyrene Road (Chandler Blvd to San Tan 202)
 - Ray Road/Dobson Road Intersection Improvement
 - Turf to Xeriscape Program
 - Frye Rd Protected Bike Lanes
 - Paseo Trail Crossing Improvements
 - Kyrene Branch and Highline Canal Shared Use Path
- Summary of Proposed Key General Government Capital Projects in the 2nd 5-Years
 - Airport
 - Heliport Apron Construction
 - Taxiway B Construction

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 21st day of March 2024. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of May, 2024.

City Clerk

Meeting Minutes

City Council Work Session

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 4:13 p.m.

Roll Call

Council Attendance

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

Appointee Attendance

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

Staff in Attendance

Tadd Wille, Assistant City Manager
Andy Bass, Deputy City Manager
Dawn Lang, Deputy City Manager/Chief Financial Officer
Tawn Kao, Assistant City Attorney
Melissa Deanda, Acting Police Chief
Chris Perez, Police Commander
Matt Burdick, Communications & Public Affairs Director
Alexis Apodaca, Mayor & Council Public Affairs Senior Manager

Discussion

1. Discussion of Proposed Amendments to Chapter 11 of the Chandler Municipal Code Relating to Providing a Location for An Unlawful Minor Party Gathering/Prohibited to Provide Additional Enforcement Tools for Unruly Gatherings and Regulation of Brass Knuckles

MAYOR HARTKE called for a staff presentation.

Joshua Wright, City Manager, introduced the discussion item. The brass knuckles piece was added as a related component for council to discuss and provide direction for appearing on a future council agenda.

KELLY SCHWAB, City Attorney, presented the following presentation.

- Social Host Ordinance Updates Regulation of Brass Knuckles City Council Work Session April 4, 2024
- Agenda
- Social Hosting Background – Current Ordinance
 - Approved by City Council: 2015
- Social Hosting Definition:
 - Unlawful Minor Party/Gathering
- Prohibits:
 - Hosting a party of minors where liquor is served
- Civil Violation:
 - Host is held responsible
 - Civil Fines
 - \$250 for first offense
 - \$1,000 for second offense
 - \$1,500 for third and subsequent offense

CHRIS PEREZ, Police Commander, continued the presentation.

- Review of Recent Incidents
 - 11-16.2. – Providing a location for a minor party/gathering. It is unlawful for the responsible person to provide a location for, or to permit, authorize, sponsor or allow, a minor party/gathering at a private property under the responsible person's ownership, possession or control.
 - Seven (7) citations issued using the ordinance in the past three years.
 - Four (4) issued to juveniles
 - Three (3) issued to adults
 - Two (2) of the parties had 50+ juveniles in attendance
 - None of the parties involved weapons
 - Additional citations for furnishing liquor to a minor, contributing to a criminal nuisance, disturbing the peace and disorderly conduct.

MAYOR HARTKE asked if we have a history of going beyond the first.

MS. SCHWAB said yes.

COMMANDER PEREZ said seven citations have been issued for violating the ordinance since 2021. Two parties had over 50 juveniles reported by the college, and citations were issued to at least two adults.

COUNCILMEMBER POSTON asked about the process for issuing citations to juveniles when they are present.

COMMANDER PEREZ said authorities look for a responsible adult at social gatherings. If no adult is present, police wait for someone to arrive or DCS if necessary. A relative may come and receive a citation for the juvenile, who will need to respond with their parent.

COUNCILMEMBER ELLIS asked about 200 or more people at a party.

COMMANDER PEREZ said 50 people.

COUNCILMEMBER ELLIS asked if there were any other drugs or paraphernalia present at these parties aside from alcohol.

COMMANDER PEREZ said if illegal activities are observed inside a home, officials will address them. They will also take action if juveniles are found in possession of illegal substances.

COUNCILMEMBER ELLIS asked whether sobriety tests are administered on-site or if individuals are taken to the police station for testing.

COMMANDER PEREZ said there are two options, a quick breathalyzer test (PBT) and the ability to arrest students found in possession of drugs. If there is suspicion of alcohol consumption, parents may be called for consent for a PBT.

VICE MAYOR HARRIS said the police can enter a home if called to a gathering and suspect illegal activity. They will contact the minor and request their parents' information if they find suspicious activity. The police will then inform the minor's guardian of the situation. The guardian will receive further instructions on necessary actions. Essentially, the police will communicate with the adult responsible for the minor.

COMMANDER PEREZ said correct. They are in our custody if they are juveniles, so we must take care of them. We will call a responsible adult and ask if you could please respond. When they respond, we verify that they are a responsible party, and we will turn the kid over to that person, the youth over to the individual.

VICE MAYOR HARRIS asked about the protocol for dealing with a large group of minors consuming substances. He sought information on how to approach the investigation from this perspective.

COMMANDER PEREZ said that if they suspect underage drinking, they will investigate and detain those involved. They have previously detained up to 50 kids if resources are available. The focus is on ensuring the child's safety and getting them back home safely.

COUNCILMEMBER POSTON asked if there was talk about providing a party location and whether there was a distinction between a child's unsupervised behavior versus a parent's encouragement. It was unclear if parents were being discussed.

COMMANDER PEREZ said that the investigation included finding out how the people ended up there. The party organizer or parents would confess to inviting people. For parties of over 50 people, an individual who bought alcohol would receive a citation.

MS. SCHWAB continued the presentation.

- Other Municipalities
- Scottsdale: Nuisance Parties and Unlawful Gatherings (12/8/2021)
 - Owner responsible for permitting a nuisance party or unlawful gathering
 - Civil penalties
 - \$250 - \$2,000
 - After notice, \$750 - \$2,500
 - Penalties may be reduced if owner installs noise mitigation software or cameras, attends best practices on rentals, and posts conduct rules
- Tempe: Nuisance Parties and Unlawful Gatherings (6/3/2013)
 - Holds owner, tenant, guests responsible for holding or attending a nuisance party or unlawful gathering
 - Civil Penalties (\$1,000 - \$2,500)
 - Posting of notice required
- Glendale: Nuisance Parties and Unlawful Gatherings (1/10/2023)
 - Very similar to Tempe
- Goodyear: Unruly Gathering (11/7/2022)
 - Holds owner, tenant, guests responsible for holding or attending a nuisance party or unlawful gathering
 - Civil Penalties (\$1,000 - \$2,500)
 - Posting of notice required

MAYOR HARTKE asked whether this would also apply to short-term rentals, where the tenant, rather than the owner, would be responsible.

MS. SCHWAB said yes, and we will discuss the social hosting ordinance and what it would address to those specific issues.

- Flagstaff Nuisance Parties (5/19/2015)

- Holds owner, tenant, guests responsible for holding or attending a nuisance party
- Civil penalties \$250 - \$1,000
- Tucson Unruly Gatherings (3/21/2017)
 - Posting of premises required each time an unruly gathering occurs
 - Holds owner, tenant, guests responsible for holding or attending a nuisance party
 - Civil Penalties
 - \$500 - \$750
 - Subsequent violations \$1,000 - \$1,500 plus police fees
- Prescott Valley Underage Drinking, Nuisance Parties (2/22/2018)
 - Holds owner, tenant, guests responsible for holding or attending a nuisance party
 - Civil Penalties
 - \$100 - \$1,500
 - Posting of property upon third and subsequent police responses
- Social Hosting Proposed Changes
 - Retitled to Unruly Gathering Ordinance.
 - Unlawful to permit unruly gatherings.
 - Gathering of persons on any private or public property, including property used to conduct business, which constitutes a threat to the public peace, health, safety or general welfare.
 - Examples:
 - Impeding traffic, obstruction of streets by crowds or vehicles, use or possession of illegal drugs, drinking alcohol in public areas, the service of alcohol to minors or consumption of alcohol by minors, fighting, disturbing the peace, and/or littering.

VICE MAYOR HARRIS said the restrictions do not apply to gatherings like funerals or mourning events. Regular social events like graduations are a different story.

MS. SCHWAB said that holding a party at home is not illegal, but if it becomes disruptive to the neighborhood, the police may respond. They may ask to tone it down if it is just a noisy celebration, but setting up a bar for children to drink violates the code.

MAYOR HARTKE said in his neighborhood, there are many neighbors. He can hear their music from several blocks away, but as long as they quiet by 10:00 o'clock, it's not a problem. Even if they're celebrating, it would not trigger any complaints.

MS. SCHWAB said it might trigger a call to the police if they disturb the peace. But again, I think it's fair to say if they respond and find you having a quinceanera, the kids are not drinking, and there's no crime activity.

COUNCILMEMBER ORLANDO asked if the police would break up a gathering of 30-40 kids at a restaurant if someone calls to complain.

COMMANDER PEREZ said using this tool would not be appropriate for business owners reporting disruptions. Instead, other city codes and Arizona Revised Statute laws, such as trespassing, would be more applicable.

COUNCILMEMBER ORLANDO said let's take a scenario where there are 34 kids in an establishment, and one of them feels harassed. They call the police. What happens next.

COMMANDER PEREZ said that the police would ask a disruptive group of teenagers to disperse. The approach would depend on the specific situation and the reporting party's wishes. If the gathering posed a risk to public safety, the police would take appropriate action. An education piece could be implemented to inform the public of the ordinance and the importance of safety.

COUNCILMEMBER ORLANDO expressed concerns about an establishment with consistent behavioral issues. They sought clarity on how the ordinance could disperse people and wanted officers to have enough authority to take action. Councilmember Orlando was curious about another ordinance that could help with kids gathering at a location like a mall.

COMMANDER PEREZ said trespassing or disorderly conduct, depending on the level of disobedience, would be more appropriate for incidents at the mall. This law is primarily for residential properties where someone is allowing inappropriate behavior like underage drinking rather than a business calling the police for unruly customers.

COUNCILMEMBER ORLANDO asked for more information on what other tools or ordinances we have that help us bridge that gap.

COUNCILMEMBER ELLIS asked about the correlation between public and residential areas and intended to bring them together.

COUNCILMEMBER ORLANDO said there was a recurring issue of unruly behavior in a public place.

MS. SCHWAB discussed teen violence issues and incidents that occurred at In-and-Out Burgers. They have laws and tools to address these issues and can work with the police department to ensure the safety of communities. The law targets private individuals who host parties for kids with alcohol or drugs. It holds them accountable while allowing the police to intervene, address other crimes, and disperse the gathering.

COUNCILMEMBER STEWART asked if the parties with 50 or more juveniles in attendance were eventually broken up. Four out of the seven citations were given to juveniles, and three were given to adults. According to state statutes and the current ordinance, civil fines or citations were given to the individuals who broke the law during those parties.

COMMANDER PEREZ said he was not familiar with the disposition and enforcement fees. The responsible parties should be contacted to ensure the kids get home safely.

COUNCILMEMBER STEWART said we have the tools in place to fix these issues.

COMMANDER PEREZ said yes.

COUNCILMEMBER STEWART asked about what we are layering in now that provides more tools, and ten years from now will these tools be useful, or can they be abused.

MS. SCHWAB explained how the additional tools would enhance the ones they already have in place.

MS. SCHWAB continued the presentation.

- Social Hosting Proposed Changes
 - Holds property owner responsible.
 - Unlawful for a responsible person to intentionally, knowingly, or recklessly permit an unruly gathering.
 - May be charged with a class one misdemeanor.
 - Civil and Criminal Penalties
 - Civil up to \$2,500.
 - Criminal up to 180 days jail, 3 years probation, \$2,500 fine.
 - Authorizes Chandler Police to abate
 - Citation or arrest of violators
 - Disperse gathering
 - Provides additional enforcement tools
 - Habitual offender – criminal after the first offense within 18 months

COUNCILMEMBER STEWART asked if that was in the criminal code.

MS. SCHWAB said correct.

VICE MAYOR HARRIS asked if the proposed language would include education tools and if the word "education" would be added in the context of an authorized challenge to abate.

MS. SCHWAB said the code is primarily used for enforcement, such as issuing citations or charging someone with a crime. Education is not typically included in the code. The police department has a plan for education and should address it.

COUNCILMEMBER STEWART asked whether criminal charges were an effective tool for dispersing parties in the past. They questioned the deterrent value of charges and who initiated this issue.

MS. SCHWAB said her prosecutor and the legal advisor.

COUNCILMEMBER STEWART asked if the prosecutor and the legal advisor recommended a criminal charge for a party.

MS.SCHWAB said it was an option, so they put it out there for the council to consider.

COUNCILMEMBER STEWART asked if the subcommittee decided that the criminal option was to be put on this for discussion.

MS. SCHWAB said they agreed to move forward with it.

COUNCILMEMBER ELLIS said the concern is about these parties where adults provide harmful substances to children. They believe that hosts who allow this to happen should be held accountable by the police. This is not just a civil matter; it is a criminal matter because children are being put at risk.

COUNCILMEMBER ENCINAS said that criminality has varying levels. If the police are called to a party, it may be considered civil at first. However, if the behavior becomes habitual, or if weapons or drugs are involved, it can escalate to a criminal level.

COUNCILMEMBER STEWART asked whether the criminal charge would go to an adult or a juvenile and emphasized the importance of understanding the details of the situation.

MS. SCHWAB said if an adult hosts a party with drugs or other serious crimes, they can be charged with a class one misdemeanor. Minors charged with minor offenses like drinking or drugs will not be punished under this ordinance.

COUNCILMEMBER POSTON asked if the situation could escalate if it happens a second time.

MS. SCHWAB said there are three options when it comes to hosting a party with alcohol. First, the owner can be cited civilly if no crime is committed. Second, if there are drugs, weapons, or fighting, the owner can be charged with a class one misdemeanor without going through the civil process. Finally, if the owner is cited civilly and the police respond to the same activity within a year, the owner could be considered a habitual offender, leading to criminal charges. These rules are in place to protect children from harm.

COUNCILMEMBER POSTON asked if a year is the timeframe that is being proposed.

MS. SCHWAB said 18 months.

MAYOR HARTKE said that if drugs and weapons are found in a house, it's already a criminal activity. A social gathering where such activities take place adds another layer of criminality. This will discourage people from organizing such gatherings.

COMMANDER PEREZ said yes, it is an enhancement.

COUNCILMEMBER ORLANDO asked for statistics on the number of calls received for disturbance of the peace and disruptive behavior. The early education could prevent extreme cases from happening.

VICE MAYOR HARRIS said the new regulation aims to hold property owners accountable for any misconduct on their property. Property owners must take responsibility for their homes and ensure their children behave properly. The regulation warns property owners that they can be held accountable for unruly gatherings on their property. Law enforcement officers will educate and disperse gatherings safely, but if the property owner is habitual in allowing such events, they will be held criminally responsible. The goal is to encourage property owners to do the right thing and take control of their property.

COUNCILMEMBER ENCINAS asked If this ordinance was in place three years ago, would any of these seven citations have reached that criminal level, or do you guys not have enough detail behind those incidents.

COMMANDER PEREZ said he did not know if he could speak to that. Whether it be that threshold, there are a lot of varying issues within each call.

COUNCILMEMBER STEWART said the only change is an increase in the penalty for violating this law.

POLICE CHIEF DEANDRA said a juvenile who hosts a party and provides alcohol will not be exempt from legal responsibility if additional criminal activity or felony offenses are taking place. For example, if a 17-year-old hosts a party while their parents are out of town, and we discover an additional criminal activity or felony offenses, the juvenile will be held accountable.

MS. SCHWAB thanked the chief for clarifying that juveniles who host a party and meet the criteria outlined in the ordinance can be cited. However, the police will only respond to a call reporting a rowdy party.

COUNCILMEMBER STEWART said that criminal charges apply only to adults, not children. Children can make mistakes because they are not fully developed. If charged with a misdemeanor, it may remain on their record. Parents who knowingly engage in unsafe activities put their children at risk, which is unacceptable. Education is essential, especially for children, to avoid these incidents. However, can minors face criminal charges.

MS.SCHWAB said if the juvenile is the one responsible for the property, they live there, and they're the one hosting, and they're supplying the alcohol, and other crimes are being committed. They could be charged with class one misdemeanor.

COUNCILMEMBER STEWART asked if an underage individual is found to have alcohol at their party, they may be charged with a criminal offense even if it was not their alcohol or their intention. It is up to the officer to decide if the individual should face criminal charges.

MS. SCHWAB said it is up to the officer's discretion to charge someone based on the situation. If desired, the council can specify only responsible parties over 18 will be charged. Juveniles cited with a class one misdemeanor go through a different court system and may be treated differently.

CHIEF DEANDRA said that of those seven cases, four were issued to juveniles, and three were issued to juveniles, meaning juveniles were hosting the parties. Parents probably were not present, and that was why they issued the citation. So, there is applicable circumstances that have happened to us.

COUNCILMEMBER ENCINAS said that the gravity of the scenario would determine the appropriate action, which would be at the individual's discretion.

MS.SCHWAB said if a juvenile hosts a party and serves alcohol to friends, resulting in the police being called, they will be cited civilly. However, if cocaine is brought in, the responsible person, even if a juvenile, may be charged with a class one misdemeanor.

MAYOR HARTKE expressed concern about minors getting involved in illegal activities and emphasized the need to protect them. He wanted safeguards to prevent minors from accelerating too fast into dangerous activities. Overall, he wanted to ensure that innocent kids who may get caught up in illegal activities are protected and that measures taken are fair and just.

MS. SCHWAB continued the presentation.

- Regulation of Brass Knuckles
 - Arizona is one of 12 states where brass knuckles are legal
 - Phoenix
 - Unlawful to sell, give away or to possess for the purpose of sale or giving away.
 - Unlawful for any person, except a police officer, to carry brass knuckles concealed (criminal)
 - Yuma
 - Unlawful for any person to sell, give away, or to possess for the purpose of sale or giving away except for resale to law enforcement officer or licensed security guard (criminal)
- Review of Incidents

Meeting Minutes

City Council Work Session

April 15, 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, departed at 5:06 pm
Councilmember Angel Encinas
Councilmember Christine Ellis
Councilmember Mark Stewart
Councilmember Matt Orlando
Councilmember Jane Poston

Appointee Attendance

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

Staff in Attendance

Tadd Wille, Assistant City Manager
Dawn Lang, Deputy City Manager / Chief Financial Officer
Andy Bass, Deputy City Manager
Alexis Apodaca, Mayor & Council Public Affairs Senior Manager
Matt Burdick, Communications & Public Affairs Director
Tawn Kao, Assistant City Attorney
Leah Powell, Neighborhood Resources Director
Dawn Gingerich, Assistant City Attorney
Riann Balch, Community Resources Senior Manager
Christina Pryor, Procurement and Supply Senior Manager

Discussion

1. Presentation and Discussion of Proposed Updates to the Human Services Funding Allocation Process

MAYOR HARTKE called for a staff presentation.

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

- Human Services Allocations
- Presentation Agenda
 - History of Allocations Process
 - Establishment of Priorities
 - Process Recommendations
 - Tentative Timeline/Next Steps
- History of Allocations Process
- History of Allocations Process
 - 1987 – Formal process created to fund non-profit organizations (SSF)
 - 1994 – Addition of Youth Enhancement Program (YEP)
 - 2000 – Establishment of Acts of Kindness Donation Program (A-OK)
 - 2010 – Revised process updated by City Council
 - 2023 – Council Strategic Framework gives direction to update Needs Assessment and Allocations Process
 - 2024 – Requesting Council approval to update process
- Funding History
 - In FY 2001-02, base funding was \$832,811
 - SSF \$183,851
 - YEP \$648,960
 - City Council increased YEP funding from 1997-2002 through ongoing funding and Base Adjustment Factors (BAF). SSF was not increased year to year.
 - In 2009, SSF received an increase of \$249,201 bringing the total base to 1,081,401.
 - Minor fluctuations are created by A-OK donations and carryforward funding.
- Funding History with Supplemental Dollars and Request Amounts
- Supplemental Funding

RIANN BALCH, Community Resources Senior Manager, continued the presentation.

- Community Outreach and Engagement
 - Identified key non-profit stakeholders and met with them individually to share information and collect input.
 - Presentations to Chandler Non-Profit Coalition on November 1, 2023, and March 27, 2024.
 - Presentation to the For Our City Chandler Networking Breakfast on November 8, 2023.
 - Ongoing discussions with the Housing and Human Services Commission.
 - Have received positive feedback and support. Chandler non-profits are ready to modernize the process.
- Establishment of Priorities

- Community Needs Assessment
 - Comprehensive Community Needs Assessment conducted every 10 years, update completed every 5
 - 2024 update conducted by Crescendo Consulting Group
 - Comprehensive data collection and analysis
 - HHSC uses assessment to develop and make recommendations to Council about priority needs
- 2019 Priorities
 - Areas of Need
 - Housing for all incomes
 - Behavioral health
 - Homelessness
 - Better communications
 - Transportation
 - Social isolation
 - Food insecurity
 - Populations in Need
 - People experiencing homelessness and/or housing crisis
 - Households with low and moderate-income
 - Seniors who are isolated and/or have low household incomes
 - Youth who are isolated or have low household incomes
 - People living with mental health and/or substance use disorders
 - People living with physical and/or intellectual disabilities
- 2024 Data Collection
 - Focus Groups
 - 4 in person and/or virtual options
 - Surveys
 - 15 interview with non-profit executives, neighborhood leaders and subject matter experts
 - Stakeholder Interviews
 - 409 surveys completed in English and Spanish
 - Data Analysis
 - Census data, wage data, housing affordability data, health care data, etc.
- Key Findings
 - Housing stability and homeless services such emergency shelter, eviction prevention and affordable rent was identified as the most urgent issue for residents of all ages.
 - Access to health and behavioral health services, especially for youth, was identified as a growing need.
 - Access to quality childcare, educational and afterschool programming for youth is important for the future success of the community.
 - Meeting requirements of daily living such as food, transportation and a livable wage remain essential.

- Proposed FY 2025-2026 Priorities
 - Housing Stability and Homelessness
 - Programs and services designed to prevent homelessness, address housing crisis, build housing stability and promote long-term housing security.
 - Eviction prevention, emergency shelter, domestic violence shelter, transitional housing, rapid rehousing, case management, housing search and selection, housing stability services, landlord engagement, move-in deposits/fees, moving services, move-in kits.
 - Core Service: Rent and utility assistance
 - Health and Behavioral Health
 - Programs and services designed to meet physical, cognitive, and behavioral health needs.
 - Medical care, dental care, dementia care, substance use disorder services, mental health services, crisis intervention, suicide prevention.
 - Core Services: Medical, dental and mental health services for youth
 - Education and Enrichment
 - Programs and services designed to provide social-emotional development, educational attainment, and recreational and enrichment activities.
 - Early childhood development, school supplies, out-of-school programming, recreational and cultural opportunities, alternative education.
 - Core Service: Childcare and after school programming at youth facilities
 - Basic Needs
 - Programs and services designed to assist with requirements of daily living, enhance employability, and increase earning potential.
 - Food, transportation, clothing, hygiene, diapers, workforce development, tax preparation.
 - Core Services: Meals for older adults

COUNCILMEMBER ORLANDO asked if the process is that agencies apply for a pool of resources, then deliverables are tied to this.

MS. BALCH said yes. The different categories correlate to different services provided.

MAYOR HARTKE asked if the 19 priorities is the same, but better communicates the goal.

MS. BALCH said it is not a large change. There are different meanings among the 2019 findings and recent findings.

VICE MAYOR HARRIS asked about summer programming.

MS. BALCH said that falls under childcare and afterschool programming.

VICE MAYOR HARRIS asked to clarify the language.

MS. POWELL said we can add that language.

MAYOR HARTKE asked if it intends to mean year-round programming.

MS. BALCH said the time of year is not called out in the category.

VICE MAYOR HARRIS said to ensure that it does not just come across as after school, but available at different times of the year.

MS. BALCH continued the presentation.

- Process Recommendations
- Current Challenges
 - Current process not aligned with the city's standard procurement process
 - Post pandemic conditions; this is a good time to reassess
 - Needs are growing, but must be supported in a fiscally sustainable way
 - Current base budget does not meet the current level of need
 - Challenging for providers to anticipate "contingent/supplemental" funding

MAYOR HARTKE asked what the difference between the current procurement process and the city's standard procurement process is.

MS. BALCH said the application process is within Neighborhood Resources. We run applications, develop the contracts for over 60 applicants a year. We could use the help and want to be in compliance with the rest of the city. The request would be for procurement to work with us on this process.

MS. BALCH continued the presentation.

- Proposed Updates
 - Align with the city's strategic framework and needs assessment
 - Work with purchasing division to procure services
 - Define scopes of work for core services
 - Update service priorities and award amounts
 - Increase base funding
 - Opportunity for capacity building
- Procurement Recommendations
 - Initiate two RFPs, one for core services and one for general services
 - Allow contracts for core services to be eligible for up to four, one-year renewals
 - Identify funding to address increased costs and needs
 - \$1,000,000 in additional one-time funding included in proposed budget.
 - Total FY 2024-25 budget: \$2,081,401.

- Identify new funding to provide capacity building services to new or under resourced non-profit organizations
 - \$160,000 in additional one-time funding included in proposed budget for pilot program.

VICE MAYOR HARRIS commented that identifying new funding to provide capacity building services to new or under resourced non-profit organizations will help new starting up non-profit organizations. This is a great entry gateway to identify partners.

MAYOR HARTKE asked what a good base number is compared to the \$2,081,401 mentioned for the need in our community.

MS. POWELL answered that the \$2,081,401 is about what that number should be. They have examined previous years' requests, inflationary factors, and feedback from non-profits.

MAYOR HARTKE asked to ensure that similar services that multiple vendors can share funding. There should be some sense of non-profits that do similar work should be treated fairly.

MS. POWELL said there are caps on the amount that anyone can request, divided by the type of non-profit.

COUNCILMEMBER ORLANDO said the multiple year contract is a good idea which helps planning and keep metrics. If we give someone a multiple year contract, do we have safeguards in there in case of budget issues.

MS. POWELL said contract language reflects available funding.

COUNCILMEMBER ELLIS said the process would be fair and equitable in that the application would be fair and distribution of funds. The renewal process will help.

COUNCILMEMBER ENCINAS thought the contract renewal was a good step, and asked if it would come back to council every year for approval.

MS. POWELL said yes to ensure they meet performance metrics and get council approval for the entire allocations process.

MS. BALCH continued the presentation.

- Allocation Recommendations
 - Allocate available funding for core services and general services based on percent of total requested amount in given year
 - Keep current allocation method (ability to fund less than requested) vs traditional RFP methodology

- Discretion to move up to 10% between core services and general services as determined by evaluation committee
- Core services applicant can request up to 10% of total available funding
- General services applicant can request up to 3% of total available funding
- Evaluate core services first, then general services
- Example Funding Scenario

MAYOR HARTKE asked if some requests were elevated.

MS. BALCH said yes these would shift once the funding scenario is known. Core services could increase. There are less applicants in core services.

VICE MAYOR HARRIS shared concerns with administration for non-profit being 20%, a higher amount should go towards programming compared to administration. More money should fund community benefits.

MS. POWELL said the current criteria specifies a 20% cap on funds being put forwards to administration. The balance depends on the organization. 20% has been the cap historically. 20% is based on HUD guidelines for CDBG to meet federal requirements. Some non-profits would not be happy to see the money reduce. There are other funds from other sources that must go to direct services, the City funds are more flexible. There is a cost to doing business and they can maximize other funds.

MS. BALCH added that there is no recommendation on the administration rate.

VICE MAYOR HARRIS shared he would like to see more funding focused on reaching the community.

MAYOR HARTKE asked for more information before making recommendations.

COUNCILMEMBER STEWART said some of the funding does go directly to the end user. When all sources are considered together, is it on a case-by-case basis.

MS. POWELL said Boys and Girls Club for example, do not pay rent as they have an agreement. Other organizations may have rent or mortgage as the administration costs. They can do research on what other cities are doing and do some historical analysis. Some agencies do not take anything for administration.

MAYOR HARTKE added that it makes a difference as to each organization if they own their own location and supplies.

COUNCILMEMBER STEWART affirmed that there is a cost to run these programs.

MS. POWELL mentioned that in this example funding scenario, it is based on current guidelines. The number could go up. There was more fluctuation in adjusting the maximum core services request, they may want to consider a higher percent going to core services compared to a general services request.

COUNCILMEMBER STEWART commented that core services help the people in the most need, what impact will this have for people that need it.

MS. POWELL said it is what we expected, it makes sense to target the core services., the City has provided funding for Agencies and programs that fall under core services historically.

COUNCILMEMBER STEWART said that meeting those core services is essential.

VICE MAYOR HARRIS asked to investigate core services more. We need to ensure we help the people that need it.

COUNCILMEMBER ELLIS asked if we have seen money stay in administration costs in non-profit organizations in Chandler.

MS. POWELL answered that historically this program has seen few non-profits that are top heavy. When that happens, they weed their way out of this process. Chandler's service culture is intertwined with the city, a close collaborative relationship. We have not had a lot of that.

COUNCILMEMBER ORLANDO inquired after the multi-year contract system and how we address new additions.

MS. POWELL said as part of that future agreement, we do not have to award the same amount of funds, as dispersal would still be tied to performance. We could remove funding from renewed contracts to change the percentage of core services, more money could be allocated.

COUNCILMEMBER ORLANDO asked if general services requests would be awarded multi-year contracts.

MS. POWELL said only core service requests would be awarded multi-year contracts.

COUNCILMEMBER ORLANDO said there is flexibility in the general services request percentage to handle new core services.

MS. POWELL said there is options in how to handle this: new core services with viable applications would raise the percent. The 10% discussion from RFP panel to be able to move funds to meet

demand. And see opportunities to renew contract and offer applications for additional funding in that year. The idea is to simplify the process.

MS. BALCH added that it would not be an explicit 5-year contract, it would simply be renewal on a year-by-year basis. We would only award one year at a time. With good performance and fit, it would be renewed.

COUNCILMEMBER ORLANDO asked if they would apply every year.

MS. BALCH said it would be a simplified application process, and request continued funding, not as a guarantee.

MS. POWELL added that another opportunity is to allow a higher percentage of being able to move funds.

MAYOR HARTKE said what procurement does now, is council still votes to approve continued funding.

COUNCILMEMBER ORLANDO shared concern with the messaging behind year-by-year funding.

MS. POWELL said it is not that specific. The idea is now they can request funding easier.

VICE MAYOR HARRIS asked if there is a way to break down criteria for core services.

MS. POWELL said yes.

MS. BALCH said we can define administrative costs, and in evaluation there is an area of cost reasonableness.

VICE MAYOR HARRIS said we need to make sure we give money for the services for the community.

MS. BALCH continued the presentation.

- Evaluation Committee Composition
 - 3-5 Housing and Human Service Commissioners
 - 3-5 Subject Matter Experts
 - City staff to help facilitate process
- Sample Scoring Criteria
 - Organizational Experience
 - Length of time providing service
 - Financial stability
 - Staff experience and qualifications
 - Community Need

- Demonstration of unmet need
- Target population
- Service area
- Service methodology
 - Outreach strategy
 - Well defined performance metrics
 - Validity
 - Strength of partnerships
- Cost reasonableness
 - Cost
 - Diversification of funding
 - Leverage/match

VICE MAYOR HARRIS asked if organizations are required to have audited 990s.

MS. BALCH said if they are above a certain threshold of \$750,000, an audit is required, but otherwise our financial department reviews financial statements.

MS. BALCH continued the presentation.

- Current Process
- Proposed Process

MAYOR HARTKE asked if there is room for a pre-proposal process.

MS. BALCH said yes.

COUNCILMEMBER ORLANDO asked if there is a requirement for a public hearing.

MS. POWELL said there is not a requirement for a public hearing.

COUNCILMEMBER ORLANDO asked how HHSC commissioners are involved in this process.

MS. POWELL said they are involved through the process. HHSC commissioners developed much of this new process, the whole group as a body advises on scoring and rating.

MS. BALCH in the process, they would develop scope of work and scoring criteria. It can be added to the chart.

MS. POWELL said HHSC commissioners will be voted upon and choose subject matter experts to comment on what is needed and ensure a fair and equitable process.

COUNCILMEMBER ORLANDO said HHSC commissioners will be involved before it comes to council.

MS. POWELL agreed.

COUNCILMEMBER POSTON asked if funding is approved for training non-profits for this proposed process, would the expectation be that training is implemented before the process begins.

MS. POWELL said once funding is confirmed through the budget process, we would seek a RFP as soon as possible. We want to get started as close to July 1 as possible. The intention is to have this in place before kicking off the new procurement process.

COUNCILMEMBER ENCINAS asked if this would eliminate requests going through HHSC subcommittees.

MS. BALCH said there are some options. We can have advisory members sit through the evaluation process and give feedback without voting. This would allow for backup advisory members.

COUNCILMEMBER ENCINAS asked if backup advisory members would be HHSC members.

MS. BALCH said they would be community subject experts, recommended by HHSC.

COUNCILMEMBER ORLANDO asked why not involve the entire HHSC in the process.

MS. POWELL said we are trying to align ourselves with the formal procurement process. Deviation grants more liability. This is not a standard process the city follows. The scoring panel can be up to five HHSC members.

COUNCILMEMBER ORLANDO shared concerns with splitting the HHSC members to ensure they are adding value to this process.

MAYOR HARTKE said the plan is to mirror the city's procurement process.

COUNCILMEMBER ORLANDO asked where the procurement process is detailed.

CHRISTINA PRYOR, Procurement and Supply Senior Manager, clarified that we do not have a specific written rule that sets number of panel members. We follow industry best practices for an odd number of diverse panel members. We want to avoid bias from members. The challenge is in logistics of gathering voting members to work on high volumes of proposals.

MS. POWELL said the current process is each subcommittee is assigned 20-30 applications. We have yet to reach full participation. The HHSC members did not want to evaluate all the applications, it was better addressed by subject matter experts in the 2010 process.

COUNCILMEMBER ORLANDO said we should hear more information from members.

COUNCILMEMBER ELLIS said the 11 members of HHSC can be lobbied by applicants or city.

MS. BALCH continued the presentation.

- Proposed Non-Profit Capacity Building Pilot
 - Purchase capacity building services from vendor for non-profit organizations
 - \$160,000 allocated in FY 2024-25 proposed budget for pilot program
 - Services to include quarterly group training sessions and individualized technical assistance and coaching
 - Vendor to provide small funding awards to agencies that complete individualized program developed for their organization
 - 15 agencies that complete their program will be awarded \$5,000
 - Examples: Board development, strategic planning, evaluation, grant writing, funding diversification

MAYOR HARTKE asked if the recommendation is to hire a vendor with a built-in cost.

MS. BALCH said we would use the whole amount. About \$750,000 would go to nonprofits in the end, the rest of the cost would fund the training.

COUNCILMEMBER STEWART asked if it would make more sense to focus on a lower number of agencies to fill core services. 15 and five spreads out the agencies.

MS. BALCH said we would work with the vendor on the scope. This is an estimate.

COUNCILMEMBER ELLIS asked if this will be a pipeline to provide core services.

MS. BALCH said that it is our goal to support agencies in any way we can.

MS. BALCH continued the presentation.

- Summary of Proposed Changes

COUNCILMEMBER ELLIS asked where faith-based organizations fit under this proposed process. How can they fit in this model.

MS. BALCH said lots of faith-based organizations deliver services. The qualification to fund these organizations is that in order to receive the service, that you do not have to require participation in their religious activity.

MS. BALCH continued the presentation.

- Benefits of Proposed Changes
 - Strengthens support for core services
 - Adds efficiencies to contract development process
 - Provides opportunity for contract renewals for core services
 - Provides availability of funding upfront
 - Provides capacity building for new or under-resourced agencies
- Tentative Timeline

MAYOR HARTKE said our estimate has been based on a formula. If we can guarantee a year-by-year will that be enough to work.

MS. POWELL answered that ongoing would be ideal. The reality allows for a combination of onetime or ongoing, we would just like to get an estimate before January of each year. Having ongoing funds would allow for concrete contract renewals, but we can always adjust as needed.

MAYOR HARTKE said under a current year request, we would look at split ongoing and onetime. An ideal request would be ongoing funding.

COUNCILMEMBER ELLIS noted there is also an opportunity to increase or decrease with ongoing funds.

MS. POWELL said whatever council direction is given we can adapt to.

MAYOR HARTKE said some faith-based organizations are effective in treatment, that require participation in religious services. They would be excluded from this. If there is not a requirement to participate, they may be eligible to request funding.

MS. POWELL said we review this by our legal department when we receive requests from new faith-based organizations to ensure compliance.

COUNCILMEMBER STEWART asked for clarification.

MS. SCHWAB said the separation of church and state is a real legal principle. It is against the law to have government-forced religious practices.

COUNCILMEMBER STEWART asked for our big picture perspective.

MS. POWELL said we focus on the core services to cover basic needs for residents, that perhaps the city does not provide directly, we can allocate this to a non-profit while still supporting these services. Other services like navigation are internal, that still depend on these partnerships that we've built. We need to continue these services to have a healthy community.

- Questions

Adjourn

The meeting was adjourned at 5:34 p.m.

ATTEST: _____
City Clerk

Mayor

Approval Date of Minutes: May 9, 2024

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session of the City Council of Chandler, Arizona, held on the 15th 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 May, 2024.

City Clerk

Meeting Minutes

City Council Study Session

April 15, 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

Scheduled Public Appearances

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

1. Proclamation – Karen Self Day

MAYOR HARTKE invited Karen Self, Head Coach Seton Catholic Preparatory Girls Varsity Basketball, and others forward and read the proclamation.

MS. SELF thanked Mayor and Council for recognizing the team's hard work over the years.

2. Proclamation – Fair Housing Month

COUNCILMEMBER POSTON invited Jeff Christian, Community Resources Specialist, and Leslie Peralta, Community Resources Representative forward and read the proclamation.

MR. CHRISTIAN shared that the spotlight on Fair Housing Month is important so it can become better known and more embraced.

3. Recognition – Fair Housing Kids Poster Winners

MAYOR HARTKE recognized the young artists who have created posters for Love Your Neighbor.

RIANN BALCH, Community Resources Senior Manager, explained that one of the responsibilities as recipients of community block grant development funds is to further fair housing. This is completed through sharing information about fair housing. This is the first annual kids' poster contest, an initiative to share information to youth about fair housing. Ms. Balch recognized participants Maanya Gadeela, Sofia Fernandez Ortega, Carter Carrillo, James Prestwood, and winners Mia Nichols, Charlee Carrillo, and Jasmine Prestwood.

4. Recognition – Arizona Spelling Bee Winners

MAYOR HARTKE recognized Arizona Spelling Bee Winners Isabelle Garcia and Esha Maripudi.

5. Proclamation – National Police Week and Peace Officers Memorial Day

MAYOR HARTKE invited Bryan Chapman, Police Chief and Melissa Deanda, Assistant Police Chief forward and read the proclamation.

CHIEF CHAPMAN thanked Mayor and Council, and welcomed support from the community that we are happy to serve.

Consent Agenda and Discussion

Discussion was held on items 6, 18, and 19.

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.

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.

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.
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.

DENNIS AUST, Fiber Telecommunications and Utility Franchise Manager, presented on item 6. Lightsource will be providing high bandwidth fiber-based communications and related competitive data services for high bandwidth customers like large businesses, commercial, or industrial enterprises. In the first year they will build backbone projects which will allow them to build out the target customer base.

COUNCILMEMBER ORLANDO thanked staff for working on this. There were concerns in the original scope of agreements overall and we have got some other ideas. Councilmember Orlando said these have transferable clauses, where we will still be indemnified.

MR. AUST said the licenses have clauses in them for transfer of assignment and security bonds for letter of credit.

COUNCILMEMBER ORLANDO said it can be based upon linear mileage or 2% of gross revenue, whichever is higher.

MR. AUST answered it is whichever is less between the two.

COUNCILMEMBER ORLANDO asked what construction activities will occur on the streets.

MR. AUST said this company will be doing conventional directional drilling methods or conventional trenching methods in arterial streets. Micro trenching in Chandler has only been approved on local and collector streets due to the depth requirements.

COUNCILMEMBER ORLANDO asked if all the current license agreements we have will be updated to reflect new changes.

KELLY SCHWAB, City Attorney, answered that this item is a new agreement based on the new model. We expect to bring some revised agreements forward to reflect this similar payment model.

VICE MAYOR HARRIS asked what depth micro trenching requires.

MR. AUST answered the depths on local residential streets are 8 inches of minimum cover to put us below our typical cover. In other cities, they have approved 6-inch depth. On collector streets, the depths are minimum 12 inches due to the heavier traffic.

VICE MAYOR HARRIS asked about routing fiber through alley systems.

MR. AUST said that hat is currently under review. The industry when first working on these projects determined that it needs to be at the edge of pavement. We are working on relocating the locations.

VICE MAYOR HARRIS requested more information on fiber in alleys.

JOSHUA WRIGHT, City Manager, said we are looking into this issue on a case-by-case basis with each fiber company.

VICE MAYOR HARRIS said we need to make sure our developers and neighbors are treated fairly.

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.

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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.

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.
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Move City Council approve the purchase of Microsoft software licenses, from CDW-G, utilizing the Sourcewell Contract No. 081419-CDW, for a period of three years, in an amount not to exceed \$2,021,655 in the first year.

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.

16. New License Series 12, Restaurant Liquor License Application for Jared Michael Repinski, 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 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.

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.

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.

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

- Fiscal Year 2024-2025 Home Investment Partnerships Program (HOME)
- HOME Consortium
 - Maricopa HOME Consortium receives HOME Investment Partnerships Program funding administered by HUD

- Passes funds to Consortium members including Chandler, Avondale, Gilbert, Glendale, Peoria, Scottsdale, Surprise, Tempe and the Maricopa Urban County
- HOME Investment Partnerships Program (HOME) Funds
 - HOME Funds are utilized to:
 - Create a more viable community, providing decent, safe, and affordable housing
 - Promote family stability and stronger neighborhoods
 - Principally for individuals and households with low and moderate income
- HOME Funding Recommendations
 - Anticipated Funding: \$442,726
 - Planned Activities:
 - City of Chandler Housing and Redevelopment – to continue to support the Tenant-Based Rental Assistance (TBRA) Program
 - Funding: \$415,056; 25 Chandler Households
 - Program Administration
 - Funding: \$27,670
- Citizen Participation Plan and Next Steps
 - 30-day Public Comment Period: March 15, 2024 to April 14, 2024
 - Public Hearings: March 6, 2024, and April 10, 2024
 - No Public Comments Received
 - City Council Action: April 18, 2024
 - HUD Submission Deadline: May 15, 2024

COUNCILMEMBER ELLIS said her question was answered, if there was specific things we were using this funding for.

MS. POWELL said that since the HOME funds are relatively small amount of funding, we try to maximize the value of these funds. We have been running the TBRA program consistently and will continue to invest it in a stable program that makes a difference.

COUNCILMEMBER ELLIS asked how many families have been served through the TBRA because of these funds.

MS. POWELL says we anticipate 25 vouchers for 25 households. The total number depends on the family makeup.

COUNCILMEMBER ELLIS asked about the demographic of households served.

MS. POWELL answered that we see an increase in older households on fixed incomes.

COUNCILMEMBER ELLIS asked if distribution among other consortium members is equal.

MS. POWELL said distribution of funds among consortium members is tied to a formula for CDBG Entitlement. There are dollars set aside for Community Development Housing Associations, which are separate for agencies – Chandler would administer programs for agencies which may increase HOME funding for projects developing home ownership.

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

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.

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.

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.

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.
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.

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 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.

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

Adjourn

The meeting was adjourned at 6:34 p.m.

ATTEST: _____
City Clerk

Mayor

Approval Date of Minutes: May 9, 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 15th 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 May, 2024.

City Clerk

Meeting Minutes

City Council Regular Meeting

April 18, 2024 | 6:00 p.m.
Chandler City Council Chambers
88 E. Chicago St., Chandler, AZ



Call to Order

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

Roll Call

Council Attendance

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

Appointee Attendance

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

Invocation

The invocation was given by Reverend Sarah Oglesby-Dunegan, Valley Unitarian Universalist.

Pledge of Allegiance

The Pledge of Allegiance was led by Councilmember Orlando.

Consent Agenda and Discussion

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.

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.
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.
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Consent Agenda Motion and Vote

Councilmember Stewart moved to approve the Consent Agenda of the April 18, 2024, Regular City Council Meeting; Seconded by Councilmember Ellis.

Motion carried unanimously (7-0).

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 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.

BENJAMIN CERECERES, PLANNER, presented the following presentation.

- PLH23-0044 QuikTrip Convenience Store & Gas Station
- Request
 - Amendment to PAD zoning for commercial uses to permit a fuel service station with convenience store
 - Preliminary Development Plan for site layout & building architecture for a fuel station with convenience store

COUNCILMEMBER STEWART asked about the need for rezoning for fuel and if an ordinance previously mandated it.

MR. CERECERES said that to obtain a fuel service station, you need to either obtain a use permit or rezone the property.

MR. CERECERES continued the following slides.

- Proposal
 - 2.51 net acres
 - 5,312 sq. ft. convenience store
 - 7,287 sq.ft. fuel canopy
 - 8 fuel pumps
 - 30 parking spaces required/50 provided
- Elevation
- Neighborhood Outreach
 - Applicant mailed notice to all property owners within 600' & HOA/RNO's within ¼ mile
 - Neighborhood meeting held on October 03, 2023 with 25 neighbors in attendance
 - Meeting sign posted on the site and on social media via Nextdoor
 - As of writing this memo, staff is aware of support and opposition to the request
- 2nd Neighborhood Outreach
 - 2nd Neighborhood meeting held on April 03, 2024 with 20 individuals in attendance
 - Meeting sign posted on the site and on social media via Nextdoor
 - Applicant mailed to all property owners within 600' & HOA/RNO's within ¼ mile
 - Concerns:
 - Traffic
 - Safety/crime/transients
 - 7 Individuals spoke in opposition
 - 2 Individuals spoke in support
- Neighborhood Input
 - Potential transients, increase in crime and traffic
 - Opposition
 - 39 Confirmed Chandler Homes
 - 2 Business's
 - 8 No Address/County
 - 49 Total Emails/Letter
 - Support
 - 16 Confirmed Chandler Homes
 - 14 Business's
 - 10 No Address/County
 - 65 Total Emails/Letters
- Petition – Opposition
 - Three petitions provided opposing the request
 - Online Petition (Change.org):
 - 44 stated Chandler Homes

- 52 non-Chandler Homes
 - 1 no city provided
 - 97 total signatures
- Written Petition
 - 214 confirmed Chandler Homes
 - 78 non-Chandler Homes
 - 109 no address provided
 - 401 total Signatures
 - Petition (Provided April 17, 2024):
 - 33 Chandler Homes
 - 291 total chandler homes – Opposed
- Petition – Support
 - One Petition provided supporting the request
 - Written Petition
 - 483 confirmed Chandler Homes
 - 920 non-Chandler Homes
 - 43 no Address Provided
 - 811 Not Finish Confirming
 - 2,257 total signatures
 - 483 confirmed Chandler Homes – Support

COUNCILMEMBER ORLANDO asked who is the most impacted, who supports, and who opposes as opposed to someone just living in Chandler.

MR. CERECERES said we did not discuss how closely the properties are aligned regarding support or opposition.

COUNCILMEMBER ORLANDO said it explains why we received many emails from people who just stated whether they supported or opposed it. We need to consider this.

MR. CERECERES continued the following slides.

- P&Z Commission Recommendation
- Motion to approve:
 - In Favor: 4
 - Opposed: 1(Heumann)
 - Increased traffic concern
 - Absent: 2 (Lopex & Barichello)
 - Enhancements
 - Pedestrian path off Dobson
 - Increase tree size
- Staff Recommendation

- Consistent with General Plan
- Zoning Code standards met (setbacks, lot coverage, parking, etc.)
- P&Z recommends approval

MAYOR HARTKE asked about the traffic improvements and their goals. Was a staff member assigned to address this, or was it discussed with QT.

MR. CERECERES said our traffic engineer is available to answer questions about the CIP project. The applicant should present their case to address the residents' traffic concerns.

MAYOR HARTKE said the concern is about crime at gas stations, particularly QT. Is there data supporting claims that QT stations are more crime-prone than other brands? He also wants general information about gas stations, such as their quantity and locations.

MR. CERECERES said the applicant would be better equipped to answer questions about how they handle transients and any potential concerns about crime on the property.

COUNCILMEMBER ELLIS asked what the vote at the planning and zoning commission was.

MR. CERECERES said the vote passed in Planning and Zoning Commission by majority, 4-1.

COUNCILMEMBER STEWART asked for feedback on transit and crime at different gas stations in the Chandler Market.

MELISSA DEANDA, Acting Police Chief, said the police department reviewed calls for service at four Quick Trip locations in Chandler, Arizona, from March 5th, 2023, to March 5th, 2024. We separated the calls into criminal and non-criminal. Criminal offenses included theft, trespassing, disorderly conduct, and warrant arrests. Non-criminal events included vehicle lockouts, traffic accidents, public information, or potentially suspicious activity that did not result in anything criminal-related. All three convenience stores we reviewed had similar criminal calls for service. However, Quick Trip had more non-criminal calls for service than the other two locations. The reasons for this could be non-criminal related.

MAYOR HARTKE asked why, for the sake of argument, these three were chosen at random. He saw one of each.

CHIEF DEANDA said she choose this location because Ray and Dobson are where Quick Trip intends to expand. These are three convenience store locations within that area with similar crime rates.

COUNCILMEMBER ORLANDO asked about the reasons for the call for service in these three areas, other than crime.

CHIEF DEANDA said there were 128 calls for service at Arizona Ave and Warner, 39 of which were criminal and 89 non-criminal. At the Chevron located at Dobson and Ray, there were 55 calls for service, 37 of which were criminal and 18 of which were non-criminal. Similarly, at Circle K, located at Alma School and Knox, there were 95 calls for service, 38 of which were criminal and 57 non-criminal.

COUNCILMEMBER STEWART said the neighbors are worried about the increasing crime rate around the gas stations and convenience stores. They fear this crime may spill over into the neighborhoods, leading to more traffic and unwanted visitors. Is there any data available on the incidents in these areas.

CHIEF DEANDA said she did not have any specific heat map-related information for extended calls for service outside of the Quick Trip, and could not speak accurately about that right now.

VICE MAYOR HARRIS asked how people navigate the community and approach gas stations is interested in understanding the typical behaviors of drivers looking for gas.

CHIEF DEANDA said convenience stores are extremely popular in Chandler and any city. People need to fuel up, and they need the convenience of food and drink inside. Convenience stores generate a lot of business, and you will see increased traffic throughout the city because of an essential need.

VICE MAYOR HARRIS asked whether gas stations or QTs are considered as destinations. Do they attract heavy traffic, or are they just serving the local community. Are they more focused on serving the area they are in or are they a popular destination spot that people travel to.

JOSHUA WRIGHT, City Manager, answered Vice Mayor Harris's question, suggesting that it might be best to direct the inquiry to the traffic engineering team. He explained that the topic seemed more related to driver behavior than the criminal aspect.

COUNCILMEMBER POSTON asked about the unhoused population and if the assistant had any information on the matter. They were concerned about the possibility of attracting more people.

CHIEF DEANDA said she would defer to Leah Powell, Neighborhood Resources Director, for that information.

LEAH POWELL, Neighborhood Resources Director, said they investigated the convenience stores and Quick Trip in Chandler city. The Homeless Management Information System did not provide

specific addresses, only geographic locations. The investigation revealed no correlation between an increase in homelessness and Quick Trip. One individual accounted for most interactions with The Navigators, living in an alley behind another business. The QT location covering Queen Creek had zero interactions with Navigators over two years, while the Arizona and Warner locations had the highest number of interactions, with one individual accounting for about 20 of them.

COUNCILMEMBER POSTON asked if it seemed to be an attraction because it is a convenience store or because of its location.

MS. POWELL said the location is more relevant than Quick Trip since there is no specific connection, even after reviewing case notes and heat maps. The information pertains to the general area.

COUNCILMEMBER ELLIS asked about comparing a heat map with a hypothetical one on Arizona and Fry. They were curious to know how the numbers on both maps would compare.

MS. POWELL said that due to the way HMIS data is collected, it is difficult to attribute certain data points specifically to the convenience center. In fact, their address appears to be in the same location as the convenience center on the heat map, leading to confusion among individuals seeking services. This skews the numbers for that location, and unfortunately, it is impossible to isolate data for that specific business due to this issue.

COUNCILMEMBER ELLIS said the proposed location may attract more homeless individuals, despite efforts to address homelessness in the area.

MS. POWELL said there is no evidence to suggest a connection between an increased number of homeless people and the Quick Trip intersection in question. Rather, most calls they receive are related to a group of well-known panhandlers who travel around the valley, stopping at various locations to solicit money. These panhandlers are not actually homeless but portray themselves as such. They frequent the Quick Trip intersection and nearby locations such as the Chevron and Frye.

COUNCILMEMBER ELLIS said regardless of whether someone is across the street at Chevron or at Fry, their location would be accurately registered on that corner.

MS. POWELL said that is correct.

MAYOR HARTKE said the heat map of the Arizona Corridor appears to be stronger in areas with more services, such as the Salvation Army, the city, and others. He mentioned that it makes sense for people to receive calls in those areas. However, he also noted that it would be difficult to pinpoint any specific store or gas station that becomes a magnet for calls based on the map alone.

The only clear clusters are downtown Arizona Avenue and the West Chandler area close to the freeway.

MS. POWELL said there is no evidence to suggest that any specific convenience store is more of a magnet for people experiencing homelessness than any other location. On the west side, the issue is spread throughout some of the hotels, convenience stores, other businesses in the area, and vacant properties in the industrial area. It is worth noting that every time the navigation team interacts with someone and can identify them, the incident gets logged in the HMIS system, even if the person does not provide any identifying information.

BRIAN GREATHOUSE, Attorney, Burch & Cracchiolo Law Firm, presented the following.

- QuikTrip
- NWC Ray Road & Dobson Road
- What's Happened Since March 21st
- Follow-up Neighborhood Meeting: 4/3/2024, 420+ invites sent, 20+ attendees
 - Heard and addressed concerns regarding traffic safety
 - Head support and excitement for the new QT store
- In-Person Outreach: Significant outreach to both businesses and residents
 - Heard an outpouring of support
 - 1,359 individually signed letters of support from Chandler residents
 - 898 individually signed letters of support from others who live in the surrounding area
 - 14 letters of support from businesses located at the Ray & Dobson intersection

COUNCILMEMBER STEWART asked to see one of the form letters and one from the businesses that signed it.

MR. GREATHOUSE continued the following slides

- Community Support
- Supporting Businesses
- Proposed QT Development
- Perspective from Ray Road
- Perspective from Dobson/Ray Intersection
- Perspective from Dobson Road
- Existing Zoning and Permitted Uses
- Existing Zoning & Proposal
 - Zoned PAD in 1998 for Community Commercial (C-2) uses.
 - 17,042 sf Osco Drugstore & 50,682 sf of commercial uses.
 - Vacant Osco building is on Site, inviting potential vagrancy
 - The site will develop at some point and create impacts to the area
 - OT is proposing a sustainable solution on this infill redevelopment site
- Several of the following C_2 Permitted Uses could be built on site:

- Fast food Restaurants with drive-thrus
- Retail
- Convenience market (e.g. 7-Eleven, Joe's Mini Market etc.)
- Why are we requesting a PAD Amendment?
 - 8 fuel stations, the same number as Chevron across the street
- Common Concerns
- Traffic
- Safety

JAMIE BLAKEMAN, Traffic Engineer, Lokahi Engineering, presented the following slides.

- QT Trip Generation
- 4,100 QT Trips per day
- 3,100 pass-by trips per day
- 1,000 new trips per day
- Dobson Road
 - 11,800 Trips per day
 - 1,100 Trips per day QT
- Ray Road
 - 20,900 Trips per day
 - 2,000 Trips per day QT
- New Trips to the Ray Rd & Dobson Rd Area
 - Employees
 - Supplies & Product Deliveries
- Pharmacy/Drugstore with Drive-Thrus
 - 27% Fewer Trips Overall
- Fast-Food with Drive-thru
 - 17% Fewer Trips Overall
- Fast-Food without Drive-Thru
 - 55% Fewer Trips
- Coffee/Donut Shop with Drive-Thru
 - 62% Fewer Trips
- Dobson Road with Proposed Development
 - Total Capacity: 36,300 VPD
 - Available Capacity 32.0%
 - QuikTrip New Trips 1,100 VPD 24,700 3.0%
 - Background Traffic: 23,600 VPD 65.0%
 - Total Capacity: 36,300 VPD
- Ray Road with Proposed Development
 - Total Capacity: 54,800 VPD
 - Available Capacity 21.7%
 - QuikTrip New Trips: 1,100 VPD 42,900 2.0%

- Background traffic: 41,800 VPD 76.3%
- Total Capacity: 54,800 VPD
- Access
 - All access points existing
 - No changes to driveway locations or existing traffic patterns
 - Existing cross-access agreement
- Dobson Capital Improvement Project
 - New median on Dobson Road
 - Dual left turn lanes
 - Protected “Left Turns”
 - Right turn lanes
 - Bike lanes
 - CIP is full funded
- Ray Road & Dobson Road Crash Data 2021-2022
 - Potentially correctable with CIP Improvements

COUNCILMEMBER STEWART asked Joshua Wright, City Manager, about the timeline for that intersection blowout.

JOSHUA WRIGHT, City Manager, said Federal funding for construction in 2026 was available. As Ms. Blakeman mentioned, the project was previously approved under contract and is currently in the design phase.

COUNCILMEMBER STEWART said it is already in the process of improving.

MR. WRIGHT said correct.

COUNCILMEMBER STEWART asked about the project timeline and how far it had gone.

MR. WRIGHT said he does not know the Quick Trip construction timeline. The applicant can answer that if approved. Our project starts in 2026 when funding is available.

Council Member Stewart said we are scheduled to turn the light on in 2026. However, if this proposal passes, it will happen sooner.

MR. GREATHOUSE said QT anticipates opening the door in approximately 18 months, which would be the end of 2025.

MAYOR HARTKE asked how someone would get into QT if they were heading east on Ray Rd.

MS. BLAKEMAN continued the slides

- Characteristics of Gas Stations
 - OT likely to serve SB & WB
 - Chevron likely to serve NB & EB

MAYOR HARTKE said there are alternate routes for travelers, advising a left and right turn for those heading north and south. These routes are convenient for three out of four directions.

MAYOR HARTKE asked how the data for other stores was collected and whether it was based on traffic or proximity. How did Circle K calculate the numbers for this intersection compared to QT.

MS. BLAKEMAN said we calculate trips using National formula data points. These data points are graphs of convenience stores and gas stations plotted across the US. They undergo a long vetting process to determine formulas, including size, trips, and best-fitted curves. This method is widely accepted and the only one we use.

MAYOR HARTKE asked for clarification on the data points, specifically if they were based on the actual number of trips and if they were specific to a particular area. He was trying to apply the data to a specific intersection.

MS. BLAKEMAN said the data analysis uses averages instead of considering the specific area. However, we have minimums and maximums to determine where the data points fall. We use the best-fitted curve to analyze the data.

MAYOR HARTKE asked if the same data points would apply to smaller or denser areas than this one. He felt the data might be skewed and wanted to know how it would apply to a town of 287,000 like this one.

MS. BLAKEMAN said that when dealing with rural areas with limited population, they rely on minimums or maximums or look at outline data points. In more walkable areas, they may factor that in as well. However, this is just the starting point. The calculations, formula, and methodology used for the quick trip are the same as those used for fast food and all other calculations. No reductions or inflations were made.

MAYOR HARTKE said those may or may not be accurate numbers.

MS. BLAKEMAN said they are approximations. This gives us a magnitude. Now, these individuals and humans choose to turn left and right on a given day. They certainly are your approximations.

MAYOR HARTKE compared the numbers, but they may vary depending on the location. In some rural areas, there may be only 10 cars passing by, whereas in an urban area, there could be 12 cars going to a donut place.

MS. BLAKEMAN said certain numbers would be used in calculations. For example, if a company like QuikTrip could not generate 4,000 trips due to not having 4,000 people available, factors could be applied to reduce that number. The idea is to consider each situation's unique circumstances and adjust the calculations accordingly.

COUNCILMEMBER ENCINAS asked if the newest QT here in Chandler on Chandler Boulevard and McQueen were compared to the comparisons made prior to that being built and the new numbers now with that being built and the traffic, whether the numbers increased or decreased, or stayed the same.

MR. GREATHOUSE presented the following slide.

- Chandler Blvd & McQueen Rd – Real Life Case Study
- 2022 – Before QT
 - 52,800 vpd
- 2023 – Post QT
 - 53,375 vpd
 - +575 vpd (1.09%)

COUNCILMEMBER ORLANDO asked what the averages were looking at the data.

MS. BLAKEMAN said the average numbers are weekday volumes over the course of the day.

COUNCILMEMBER ORLANDO said he would like to double-check the average numbers.

COUNCILMEMBER ELLIS asked if a traffic engineer was present and requested traffic flow information for a specific corner, including the number of people stopping at QT versus those driving past Chevron or towards the East, West, North, or South.

RAYMOND HUANG, Senior Engineer, said the pass-by number is the number we get from the national manual. In general, we do not specify what gas station, whether a QT or Chevron; they just specify if there are gas stations. This is the pass-by number they will use and the number that just shows on the screen for the new gas stations and new QT on Chandler Blvd and McQueen; those are the accurate numbers we collect data.

COUNCILMEMBER ELLIS asked about the study findings regarding the placement of a QT gas station across from Chevron. How will the road's capacity handle traffic and would the presence of a stop impede traffic flow.

MR. HUANG said that traffic at Ray and Dobson remains unchanged. After the CIP project, a median on Dobson will restrict left turns in the northbound direction, resulting in fewer movements on that leg. The pass-by traffic percentage remains the same at both locations.

COUNCILMEMBER ORLANDO asked significantly on these 575 new trips, are we tying that to the QT. It is only less than a year or about a year.

MR. HUANG said they put a counter on each of the four legs and counted the total number, but we do not know whether they go into quick trips.

COUNCILMEMBER ORLANDO asked if there had been significant housing construction in that area.

MR. HUANG said we no.

COUNCILMEMBER ORLANDO asked if there had been any new business in that area.

MR. HUANG said no.

COUNCILMEMBER ORLANDO said we really have not had any major build-up since the QT.

MR. HUANG said correct.

MAYOR HARTKE asked if traffic would change between 2022 and 2023 due to the pandemic. Would we have fully recovered, or would the effects still be felt. Would the roads return to usual capacity, or would more people be working from home affect traffic. Have you noticed any changes that could affect this.

MR. HUANG said we saw a significant decrease in 2020 and 2021, and while 2022 is almost back to pre-pandemic levels, it is not quite there yet.

MAYOR HARTKE said it is hard to tell which location you are referring to since QT and Andes are almost equidistant from the freeway. However, it does not seem to be a big issue.

MR. HUANG said correct.

COUNCILMEMBER ENCINAS asked about a future CIP project and the median on Ray Rd. Will it stay open or become solid. There is an entry point to turn left into the Tutor Time area, so the Councilmember wondered how much that will be used as an access point for people heading east. He also asked if the CIP project is still happening and if it will affect the median.

MR. HUANG said that access would remain, but the CIP budget would not touch that access.

COUNCILMEMBER STEWART asked if the bus barn will be moved or will remain.

MR. HUANG said the bus barn will remain in the same proximity location with a pull-in.

COUNCILMEMBER STEWART suggested relocating the bus stop to prevent collisions with cars trying to pull into the QT.

MR. HUANG clarified the bus space is south of Ray Road and asked if that was the one he referred to.

COUNCILMEMBER STEWART said he referred to Google Maps and a bus stop on an earlier slide.

MR. HUANG said they will need a deceleration lane for a Quick Trip that will be shared with a bus. Like other shared routes, if a bus is present, it will use the lane, while cars can go around it.

COUNCILMEMBER STEWART said that moving the bus location is not an option.

MR. HUANG said at this point, no.

COUNCILMEMBER STEWART asked if it would make sense to do that if this were approved.

MR. HUANG said that could be determined by the team.

MR. GREATHOUSE continued the following slides.

- Security & Safety – Policies & Training
 - QT Policy: Friendly, Fair, Firm
 - Staff is trained to prevent and deal with issues such as loitering and theft
 - Strict positions on alcohol and tobacco sales
 - OT coordinates regularly with local police
 - Store are designated as Safe Places for At-Risk Youth through partnership with Safe Place (<https://www.nationalsafeplace.org/>)
- Security & Safety – Security Cameras
- Security & Safety -CPTED
- QT designs the Site using Chandler PD's Crime Prevention through Environment Design (CPTED)
 - Natural Access Control – Controlling and reducing the number of access points, e.g., gates
 - Natural Surveillance – intended users can observe the property, e.g., lighting
 - Territorial Reinforcement – clear delineation of space and separates your space from non-legitimate users

- Activity Support – placing activity where individuals become part of the natural surveillance
- Maintenance – regularly scheduled maintenance

VICE MAYOR HARRIS asked if the police have access to CCTV feeds for real-time crime capture. Is this part of their coordination with the cameras during emergencies.

DANIEL CHAMBERS, QuikTrip, said they partner regularly with local police departments and have a dedicated team that interfaces with police and provides camera footage for investigations.

VICE MAYOR HARRIS asked if police could access surveillance footage in real time. Is there a way to tap into the feed directly instead of showing up and going through the process.

MR. CHAMBERS said he is unsure if they have ever given someone direct access to their cameras. He stated that they have live access to the cameras but have never shared it or had a way for others to tap into their system.

MAYOR HARTKE thought they should take a real look at the possibility of a real-time crime center, it might be an ask or a possibility in the future, He knew they were not there yet.

MR. GREATHOUSE continued the following slides.

- Schools
 - Met with Seton Catholic, no further concerns and no objections
 - Discussion with Tutor Time. We've offered the following
 - Add wayfinding signage
 - Add no parking signage
 - Add speed bumps on TT site
 - Provide additional lighting around TT dumpster

MAYOR HARTKE asked if Tutor Time had confirmed that their concerns had been met. He said they have made statements about Seton, but asked what Tutor Time was saying. Have they met their concerns as well.

MR. CHAMBERS said he spoke with Ashley Teague, the general manager of Tutor Time. They discussed adding speed bumps and a light at the dumpster to address her concerns. As a result, they will implement these changes during the building of the Quick Trip for Tutor Time.

- Why QT?
 - High-end, Best-in-Class, reputable company
 - More than just a place to get fuel: freshly made food from Kitchen, specialty coffees, ice teas, smoothies, ice cream, etc.

- Job creation: Will employ dozens of workers
- Will provide significant sales tax revenues to the City of Chandler
- Will make good use of this infill redevelopment site
- Low traffic generating use compared to many other permitted commercial uses (multiple fast food drive-thrus and/or convenience markets)
- Request City Council's Approval in Accordance with Planning Commission and Staff's Recommendations
- And the 1,359 Letters of Support from Chandler Residents & 14 Neighboring Business Owners

VICE MAYOR HARRIS said he wanted to let the council members know he reached out to the principal at Seton Catholic, who supports it.

COUNCILMEMBER STEWART asked about the concessions, but he did not see their support letter. Is that correct.

MR. GREATHOUSE said he knew of no actual support letter or anything in writing stating their support.

COUNCILMEMBER STEWART asked if they offered any reason, they did not want to do that.

MR. CHAMBERS said they did not discuss obtaining a support letter. They sought to be a good neighbor, understand concerns, and establish a long-term relationship. They were not seeking a support letter. During the communication, she brought up the items and kept them in the loop by copying him in all the communication. We did this to maintain transparency throughout the process with the city.

COUNCILMEMBER ORLANDO asked if this is approved, will they put that as a stipulation to work with Tutor Time.

MR. GREATHOUSE said they would be happy to accept the stipulation if necessary, and they have spoken with Kevin Mayo about that.

COUNCILMEMBER ORLANDO requested that any motion to approve the matter at hand should include the stipulations discussed. He emphasized that the promises made on the presentation slide should be legally binding. Thus, if a motion is made, it should be in writing and address Tutor Times' concerns.

MAYOR HARTKE asked if the process could be explained in more detail to ensure that there would be someone available to address any concerns or complaints about zoning immediately. It is important to make sure that the area is safe for children and other neighbors and that there is

assurance that any issues will be addressed promptly. Is it correct to assume that someone in charge is responsible for addressing complaints and concerns.

COUNCILMEMBER ORLANDO said they have four things they will work with Tutor Time on and make sure the motion maker in the second adds that stipulation that they will do those four things for Tutor Time to time so that our staff if they are not being done, could then work with you to make sure they are done.

COUNCILMEMBER ENCINAS asked if the letters of support were from the businesses. Are these the business owners, is it management, is it just an employee. He did not know who signed these letters.

MR. GREATHOUSE offered to bring up the individual who obtained the signature. He also mentioned that a business card is stapled to the support letter.

- CIP Project
 - Dobson & Ray widening
 - Federal safety funds for dual left turn lanes on all approaches
 - Raised median on north leg that eliminates northbound left-turns to/from proposed development
 - Timeline
 - 2023: Council approved design contract on 9/18/23
 - 2024: design and public outreach (30% design)
 - 2025: utility relocation
 - 2026: construction and public outreach (anticipated start in late 2025 or early 2026)
- QY Comparison
- McQueen & Chandler QuikTrip
- Intersection Volumes
 - 2022: 52,800 vpd
 - 2023: 53,375 vpd
 - Difference: +575 vpd
- Traffic Concerns
 - Traffic statement provided by the applicant and reviewed by City Traffic Engineer, who agrees with the findings
 - Amount of traffic added by proposed development
 - Trips generated: 4,114
 - Pass-by trips: 3,100
 - Net new trips: 1,014
 - Intersection Volumes
 - 2023: 64,600 vpd

- New trip = 1.5% increase
- Traffic Concerns
 - Dobson & Ray Intersection
 - #71 on latest (November 2023) MAG Crash Risk List
 - City applied for federal safety grant in May 2022 (awarded in February 2023)
 - Council advanced City funds in 2024-2033 CIP budget to coincide with federal safety funding
 - U-turns are common at arterial intersections and No U-Turn signs can be posted, if necessary
- Table 1 – Trip Generation (Proposed Development)
- Table 3 – Trip Generation – Potential Development Under Existing Zoning
- Table 4 – Trip Generation Comparison (Proposed and Existing Development vs. Previous Zoning Case Development)

DAVID MILLER 1989 W. Ray Road., Chandler AZ, spoke in opposition to the proposed rezoning of the northwest corner of Dobson and Ray, which would allow Quick Trip to build a large corporate gas station. He strongly objected to the rezoning, stating that it would endanger the safety of children attending nearby schools and those living there. He highlighted the high traffic volume in the area, the dangers of peak traffic periods, and the potential for accidents. He also mentioned Quick Trip's consultant's flawed and incomplete traffic study. Lastly, he urged the decision-makers to carefully consider arguments against this development and prioritize the community's safety and well-being.

COUNCILMEMBER ORLANDO asked about parts two and three.

MR. MILLER found out that the TIS study was incomplete with only one-third of it being done. The second and third parts of the study were not completed, which included estimating peak hours' directional movements and trip distribution. The report was accepted by the city staff despite its incompleteness. Completing the study requires special traffic capacity software to estimate the traffic carrying capacity at the signalized intersection, which is standard for all public agencies.

COUNCILMEMBER ORLANDO said we will get with our staff to review the second and third, but he wanted to explore that further.

MAYOR HARTKE asked Mr. Miller if there were other things he would like to discuss.

MR. MILLER emphasized the importance of using the Tutor Time parking lot for drop-offs and pick-ups. It also discusses crime statistics, mentioning that gas stations are a common location for violent crime, and Quick Trip is the busiest gas station in the world. A customer reported spending over 100 hours in a Quick Trip parking lot and seeing unprecedented traffic. The notes also state

that Quick Trip is the second busiest gas station after Costco. Finally, the text refutes the claim that the project will not generate any more traffic than what was previously approved.

VICE MAYOR HARRIS asked for more information on traffic flow, accidents, and related data to make a well-informed decision. He emphasized the importance of not dismissing any information and ensuring that all questions regarding traffic are answered.

COUNCILMEMBER STEWART asked if the neighbors all paid for a traffic study.

MR. MILLER said no, but he paid for the traffic study as a Chevron business owner.

VICE MAYOR HARRIS asked staff to further clarify the business owners' concerns.

MR. HUANG said a traffic study is usually required for sites that generate significant traffic. However, no traffic study was required since the proposed QT generates less traffic than the existing site. They provided a traffic statement that exceeded our requirements, so no further parts are needed.

COUNCILMEMBER STEWART asked if their report about the gas station concerns you.

MR. HUANG said he had not seen the report and was only reviewing the applicant's traffic statement.

COUNCILMEMBER STEWART said he is interested in seeing the report on Chevron's impact and any similar issues they may be causing.

COUNCILMEMBER ORLANDO asked Mr. Huang if he had seen the report.

MR. HUANG said no, we have not.

COUNCILMEMBER ORLANDO asked about the meaning of parts two and three and whether they are related to disaster and wants to understand the gentleman's perspective.

MR. HUANG discussed the three-part analysis of a new project's impact: estimating new trips generated, determining their origin, and assessing any negative impact on lower-level services. The median on Ray Road and Dobson will restrict movement, resulting in most new trips coming from the south and west. Further examination is required to confirm this.

COUNCILMEMBER ORLANDO asked whether parts two and three concerned them. Once the road improvements are made, both concerns will be addressed.

MR. HUANG said that the new site has generated more traffic, and it is not necessary to subtract the passes by two or three.

COUNCILMEMBER ORLANDO asked if there were concerns that parts two and three were not done or overlooked.

MR. HUANG said the report we received does not seem to have a negative impact on the existing infrastructure.

COUNCILMEMBER ORLANDO said assuming we know what parts two and three refer to, will the improvements we make in 2026 alleviate some of the concerns raised by the gentleman.

MR. HUANG said that the traffic flow would be restricted after the improvement. Currently, there is a free flow from Dobson Road going northbound, but you cannot make a left turn after the improvement.

COUNCILMEMBER ELLIS expressed gratitude for the explanation of the current situation. Additionally, Chevron is reducing traffic by stopping to get gas.

VICE MAYOR HARRIS expressed concerns about a busy intersection with multiple traffic accidents and suggested addressing this issue later. Vice Mayor Harris inquired about the Police Department's approach and whether there are additional patrols in the area to improve traffic navigation.

MAYOR HARTKE suggested that the council members write down their questions and discuss them before voting. The police and other relevant questions should be asked immediately. Residents can share their thoughts before the council members discuss everything and make any decisions.

JEFF LANG, 2338 W. Orchid Lane., Chandler, AZ, spoke in opposition. The speaker is against constructing a QT gas station in the neighborhood. They argue that the gas station will not be a safe haven for children and will negatively impact small local businesses. Additionally, they suggest that QT has a history of anti-labor policies and profits from the sale of tobacco and alcohol. Instead, they propose building something that would benefit the community, such as a sports academy.

FRED BORNS, 6 S. Stellar Pkwy., Chandler, AZ, spoke in opposition. A resident of Chandler expresses concern about a proposed QT store with a mini market aspect being built on a commercial property. They raise concerns about the impact of traffic on the store, which they believe may be greater than the traffic studies suggest. They also note that the store's location near three schools, including a closed campus, may attract students and create safety concerns.

If the store were located near a different type of school, there would likely be more opposition to the proposal.

DARRIN NAUGHTON, 1602 W. Del Rio St., Chandler, AZ, spoke in opposition. Mr. Naughton and his family have lived in Chandler, Arizona, for 30 years and are homeowners in the Anderson Springs Community. They do not favor the proposed rezoning for the Quick Trip (QT) convenience store. Although they understand the convenience factor, they are concerned about QT's corporate responsibility and sustainability efforts, or lack thereof. The author questions what value QT brings to Chandler and whether the economic benefits outweigh the environmental impact. They raise questions about QT's waste generation, recycling efforts, renewable energy usage, and adoption of electric vehicles. They believe the city council should prioritize the city's and its residents' environmental needs over the QT's tax revenues.

AUDREY EATON, 1848 W. Orchid Ln., Chandler Az, spoke in opposition. I oppose the QT application for a new convenience store with a gas station in their community. Several reasons for their opposition include increased traffic, safety concerns, and the potential for increased criminal activity. They collected signatures from 75% of their neighbors who opposed the QT and expressed concerns about the legitimacy of the signatures collected in support of the QT at other locations. Ms. Eaton calls on city officials to scrutinize the petitions and make a decision that will safeguard their community.

CHRIS KREJOVICS, 2110 W. Knox Rd., Chandler, AZ, spoke in opposition. Mr. Krejovics thought it was fundamentally flawed because the distance of the area was far too small, and the initial neighborhood input was inadequate. I did not know about it until recently, and he expressed his concern about the signatures gathered for people who wanted to approve it. He also argued that the proposed site was not needed, and there were already difficulties in accessing the Chevron gas station. Mr. Krejovics questioned how they could allow building a QT there without deciding the exact design that would be chosen for the intersection in all directions. Mr. Krejovics believes that the intersection had issues already, and accidents occurred frequently.

APRIL BOURQUIN, 1255 N. Arizona Ave. Apt#1039, Chandler, AZ, spoke in support. I personally support the idea of having a gas station. I do not believe in punishing any company based on its building decisions. While I understand the community's concerns, I also consider the traffic flow. Easy access to the station is much better than having to make U-turns, which can cause more traffic.

ERIKA DIAL, 2012 W. Tyson., Chandler AZ, spoke in support. My husband and I support this proposal, as do many of our neighbors and local businesses. We have witnessed a lot of support for it, despite only the vocal minority being present to complain. The traffic studies have already been addressed by the zoning and planning commission, and signs about the proposed site have been up since October. QT gathered many signatures, indicating the need for more gas stations

due to the influx of people from new apartment buildings and construction. Costco is also looking at expanding its gas station, further demonstrating the need. The owner of Chevron is leading the opposition, but he does not reside in the area. Finally, this is not a new development but a proposal for a gas pad, which does not require a full traffic study.

PHILL BUTLER, 1989 W. Ray Rd., Chandler, AZ, spoke in opposition. Gas stations are often targeted by panhandlers, drug dealers, and other criminal activities. This can be a potential danger for children and high schoolers who visit the nearby daycare and school. While large gas station chains like QT seem to allow these people to do whatever they want, our station is very proactive in removing them. We respond immediately to any such complaints. QT has made misleading statements regarding the concerns of residents and businesses in this neighborhood. They claim that there will be less traffic than the original plan written 25 years ago, which is untrue. The fact is that there will be more traffic, more accidents, more crime, and more closed-down businesses that always seem to follow new QT stations wherever they are built.

GRACE McMAHON, 1560 W. Ironwood Dr., Chandler, AZ, spoke in support. I am a resident of Chandler, and I support the proposed new business in the area. I have witnessed the empty building at the corner being built and rebuilt multiple times, and I believe it is time for a change. The new business is a tried-and-true solution to the problem of the empty building, and I do not see any serious traffic issues with it. While the intersection it is going to be in is currently problematic, it is already planned to be upgraded, and the new business will not worsen the situation. I am in favor of the new business.

PEG INDRELUNAS, 1630 W. Ironwood Dr., Chandler, AZ, spoke in support. I am tired of the corner not having a successful business. It used to be a CVS, then two pet stores, and now it looks bad as it is boarded up, and the landscaping is not well-maintained. I became aware of this because someone posted flyers on my door and all the doors in our neighborhood about our various meetings. We discussed some of the concerns, such as the traffic, as it is a bad intersection. However, I do not think it will make it any worse because people will go to QT if they are going west on Ray or if they are coming south on Dobson, and they will go to Chevron in the other direction. Regarding the kids and Tutor Time, I think Tutor Time parents may like the Quick Trip right there because they can easily go there for their morning coffee or snacks. For myself, I like to go there for a Diet Pepsi. As for the kids from Seton, I think it would be better for them. After school, I see so many high school kids walking down Dobson, and if they want a snack, they either must cross Dobson to get to Frys or Ray to get to Chevron. Here, they can just walk on the sidewalk to the QT and enjoy themselves. Another issue was possible homelessness, as we have homeless people in Chandler. I have seen people live behind Sprouts in Anderson Springs, and during COVID, we had a woman living in that bus stop at Ray and Pennington for several months. However, I have not seen any homeless people at Chevron, and I do not think I will see any at Quick Trip. Overall, I support the idea of having a prosperous business there.

TRISTEN GRESH, 2141 N. Evergreen St., Chandler, AZ, spoke in opposition. I have been residing in Chandler for approximately nine years and have worked at Chevron for the past eight years. During this time, I have observed how risky the intersection can get. I often see many students crossing the street and am deeply concerned about their safety. I hope that the proposed addition of QT in the area does not worsen the situation and that the student's safety is not compromised.

TYLER GRESH, 2141 N. Evergreen St., Chandler, AZ, spoke in opposition. Keeping it simple, I do not favor having a QT at this location due to the stated reasons and concerns of the community. There are several other options that can benefit the community and work better with the school and daycare. The presence of a QT would result in increased traffic for the Tuto Time buses, parent traffic, and children coming in and out, which raises safety concerns. Overall, I believe that having a QT at this location is not a safe option.

JUSTIN WITT, 1560 W. Ironwood Dr., Chandler, AZ, spoke in support. I believe that the QT should be built on the corner of Dobson and the intersection. It would be beneficial for the city, community, and my neighborhood as the location has been vacant for a long time. If other businesses could have worked there, they would have already established their presence. QT believes it can make it work, and I commend them for it. The intersection's reconstruction will include median barriers to regulate the traffic flow, and there will be red light cameras to capture any illegal activities, such as running red lights. I think the Chevron owner, who was the first presenter, is apprehensive about competition as he has monopolized that intersection. Overall, I believe that this development is going to be beneficial for the community and my neighborhood.

GRETCHEN RENNBAUM, 1762 W. Gary Dr., Chandler, AZ, spoke in opposition. I believe there has been a gap in the area for some time now, and this gap needs to be filled thoughtfully and with independent research. I find it interesting that many of the staff involved are related to Quick Trip rather than other businesses like Circle K, and important aspects such as criminal statistics, homelessness, and crime have not been addressed when compared to other similar businesses. I think the information gathered to date is skewed and lacks independent research. I have lived in the area for thirty years and have seen the traffic get worse every year, especially around Dobson and Ray, just east of the Frys. All the neighbors I have spoken to are against this proposal. I am going to voice my concerns, and I am concerned about the traffic, not the Chevron people. Instead of focusing on the number of cars passing by, we should focus on the starts, stops, ins and outs, and traffic obstacles that will potentially increase. I do not believe a median will solve all the problems. I wonder how this proposal is better than the Frys gas station that was proposed in the same area and turned down a couple of years ago. I believe we need to be more careful and take a forward-thinking approach to our city. Do we really need a gas station with eight pumps when electric vehicles are becoming more popular? I do not think this proposal is based on independent research, and we need to gather more information.

DANIEL PESTA, 903 N. Salida Del Sol, Chandler, AZ, spoke in opposition. As the vice president of the Capriana HOA, I am located on the southwest corner of Dobson and Ray, and I have had multiple residents approach me regarding the traffic in our area. Turning west out of our development to get to the 101 freeway is already nearly impossible, and a traffic light is needed at Ivanho and Ray. We have attempted to install a light, but the traffic study does not deem it necessary. However, turning West out of the area is difficult, and it is common to make a right turn and a U-turn at Tor Time for safety. There are four schools nearby, including Anderson Elementary School, where my children attend, and numerous children walk through the area. The issue is not just about the traffic study but also children's safety. Additionally, do we need another gas station in the area? There are already eight gas stations within a mile and a half, and the construction of Fry's gas station was rejected a couple of years ago because we do not need another gas station. With the increase in electronic vehicles, gas stations may become less popular in the future. Although the construction of apartment buildings on Fry Road is ongoing, those residents will not be frequenting this gas station as it is not a destination spot. This is a large corporate company, and small businesses like Chevron, which is located across the street, may be put out of business. In such a scenario, what will happen to the vacant lot that is zoned as a gas station? I just wanted to bring this to your attention and let you know that I and many people in my community oppose this.

MAYOR HARTKE said the Fry's gas station had been discussed a couple of times. For our new folks, this development was located on Pennington on the northeast side of Fry's. It was right next to the neighborhoods, and the council at that time opposed it because it was backed up against the residents. At that time, it was not a question of whether the council thought a gas station was good or bad - it was just that the council opposed the location. The developer did not bring this case to us, and I do not think they saw that they were gaining traction, so that is why it was not developed. It was just the location right next to the residents.

VICE MAYOR HARRIS requested to call back QT as a couple of concerns needed to be addressed. During their previous speech, certain issues were highlighted, and I would like to offer them an opportunity to respond.

VICE MAYOR HARRIS asked about corporate responsibility, specifically for Chandler. He was interested to know what steps they are taking to give back to the community and not just receive profits.

MR. CHAMBERS said the company donates 5% of its earnings to charities in the community, and store employees decide where the funds go through a committee that meets once a quarter. The store employees take all the applications and decide locally where the funds go since they are the ones who see what the community needs are. The company has a sustainability team that looks at how to grow the business sustainably and responsibly, not just from an environmental

standpoint. The company is retaining all the existing landscape on the specific site because it is more sustainable and has less environmental impact.

VICE MAYOR HARRIS asked about the setbacks around the QT in relation to the school and daycare. Specifically, they wanted to know how many feet away the QT is from the school and daycare, as well as how wide the sidewalk is for pedestrian access.

MR. GREATHOUSE said our location is quite far from Ray Road towards the south, which is on the bottom left-hand side of your screen. The canopy and the QT store are set back even further from the east side, where Dobson Road is located. Based on the scale of this drawing, it seems like the tutor time setback is even greater than the setback along Dobson Road or about a similar distance. On the north side, there is less of a setback because there is a parking lot for Seton. When we met with Seton, they requested us to install a 70-foot wall along the north property line of the QT site. We have agreed to their request, which is shown on the site plan.

VICE MAYOR HARRIS asked about the daycare and whether they requested a wall or speed mitigation measures such as speed bumps. Vice Mayor Harris also wanted to know if a barrier wall was requested.

MR. CHAMBERS said Tutor Time did not request a barrier wall. Instead, they discussed adding lights at the dumpster, putting up signs in their parking area, installing speed bumps, and adding signs inside the site to direct QT customers and encourage them to avoid going through the Tutor Time portion of the shared access.

VICE MAYOR HARRIS asked if this project aligns with our Capital plan for road widening, and if so, how will you prepare for it in case it gets approved.

MR. GREATHOUSE asked if he was referring to the median improvements on Dobson Road and when the QT would be constructed and opened.

VICE MAYOR HARRIS said yes.

MR. GREATHOUSE said that one topic we have discussed with your team is the possibility of a six-month gap between opening a QT store and completing the Capital Improvement project. In such a situation, we would be glad to put a "pork chop" diversion in place that allows right-in and right-out traffic. This diversion effectively accomplishes the same goal as a median, although medians are more permanent and less easy to breach. Nonetheless, we would be pleased to install a pork chop if it is required as an interim solution.

COUNCILMEMBER STEWART asked which charities the four stores in Chandler are supporting presently.

MR. CHAMBERS said he was unaware of the charities but could provide that information.

COUNCILMEMBER STEWART asked about the timing of Tutor Time's objection letter compared to the current situation, where they seem to be agreeable with some of the conditions mentioned by Councilmember Orlando.

MR. GREATHOUSE said initially that Tutor Time expressed no objections to QT but later submitted a letter of opposition on the day of the city council meeting. However, Tutor Time later expressed appreciation for the offer of speed humps to help with the situation.

COUNCILMEMBER STEWART asked for the email correspondence from Mr. Greathouse regarding Tutor Time.

COUNCILMEMBER STEWART discussed opposition to a new convenience store in the neighborhood. The main concern is traffic, as the store is likely to cause congestion at the intersection. However, the city's role is to facilitate opportunities for small business owners rather than protect them. The focus should be on creating safe streets and ensuring good infrastructure. The solution to the traffic problem may lie in moving up the intersection's construction timeline, which could be funded by federal funds. Stewart believes that finding a compromise that works for the neighbors is the key and asks the city manager what can be done.

JOSHUA WRIGHT, City Manager, said the project is partially federally funded and scheduled in sequence with other projects. They compete for funding and get in line to pursue additional funding. If the council wants to move the project ahead of others on the list, they will have to seek some other source of funding or try to advance it up in the schedule. Since they are in the design phase, they could pursue this, but it is not guaranteed.

COUNCILMEMBER STEWART asked about the risks and rewards involved in funding. It was emphasized that these dollars are crucial since the city has other projects that need to be done with Federal funding. Despite the frustration caused by some of the construction, the city is making good progress with road construction. It was discussed whether the three- or four-month timeline makes a significant difference and whether reimbursement can be obtained.

MR. WRIGHT discussed the obligation of federal funding for a construction project. The project is budgeted for \$10.3 million, which includes construction only, and is a mix of local bond funding and capital grants. The city needs final approval to proceed with construction to access the funding. There are some Right Way acquisition things that will be included in the project as well.

MAYOR HARTKE suggests aligning a potential Council decision with a less inhibited temporary solution. He is interested in not turning down million-dollar Federal funding.

COUNCILMEMBER ELLIS asked about the validity of the signatures gathered for removing QT. Everyone has the right to put their business where it benefits the community. Councilmember Ellis also requested clarification on how signatures were collected.

MR. GREATHOUSE said the signatures were collected primarily by Bilstein Consulting. Their team is made up of volunteers and people who they found just love QT, and they also have paid employees who gathered these signatures. I do not know what would show this.

COUNCILMEMBER ELLIS clarified the source of the signatures and whether the petitioner's employees were involved.

MR. GREATHOUSE said they had a QT badge but clarified that they were not QT employees.

Action Agenda Motion

Mayor Hartke moved to 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; Seconded by Vice Mayor Harris.

Motion to Amend

Mayor Hartke moved to amend the original motion; Seconded by Vice Mayor Harris.

Motion carried unanimously (7-0).

Amended Motion

Mayor Hartke moved, seconded by Vice Mayor Harris, to 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 with the following amendments:

- QuikTrip shall add a traffic control “porkchop” at the Dobson Road entrance to prevent left hand turns from north bound traffic into the project site; QuikTrip shall remove the traffic control “porkchop” once the City of Chandler completes the Capital Improvements Project at the intersection.
- Subject to Tutor Time approval, QuikTrip shall install the following concessions on Tutor Times property: wayfinding signage, no parking signage, speed bumps, and lighting around Tutor Times dumpster.

Motion carried unanimously (5-2), Councilmembers Orlando and Encinas dissenting.

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

None

Current Events

Mayor's Announcements

MAYOR HARTKE expressed gratitude towards the residents who served on the boards and commissions during the 2024 appreciation event. Mayor thanked the clerk's office and the fifth-floor staff for their efforts in organizing the event. The event was aimed at acknowledging the important work and insight provided by the boards and commissions to the Council. It was a great morning of connection and a gentle reminder of their contributions.

Mayor Hartke regretfully announced we cannot attend the highly anticipated Chandler Police Department volunteer appreciation banquet tonight. We deeply apologize to all our dedicated volunteers for this inconvenience and want to emphasize the significance of this event in recognizing their invaluable contributions to our community.

Mayor Hartke announced the Chandler volunteer recognition breakfast on April 19th and the Chandler Center for the Arts volunteer friend's appreciation event on April 26th. Volunteers will be honored at both events.

Join us at Chandler Nature Center on April 27th from 9 AM to noon to celebrate Earth Day with crafts, activities, information booths, and more. This free, family-friendly event at Veterans Oasis Park is a great way to learn about conservation and sustainability. See you there!

Mayor Hartke has announced that the 50th anniversary of Elmer's, a favorite taco spot on Arizona Avenue, will be celebrated tomorrow. Mayor will be present to read a proclamation at 11:00 am to honor Elmer's and their contributions to the community.

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of Regular Meeting of the City Council of Chandler, Arizona, held on the 18th day of April 2024. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of May, 2024.

City Clerk



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Where Values Make The Difference

COMMENT CARD

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

Date: 4/18/2024

Agenda Item No. # 25
(If applicable)

Support

Oppose

Comments:

Name: Maryann Washington
Address: 2054 W. Megan St
City/State/Zip Chandler 85224
Phone: _____

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



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COMMENT CARD

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

Date: 4-8-2024

Agenda Item No. #25
(If applicable)

Support

Oppose

Comments:

Name: Audrea Washington

Address: 2054 W Meagan St

City/State/Zip Chandler AZ 85224

Phone: _____

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



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COMMENT CARD

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Date: 11.18.24

Agenda Item No. 25
(If applicable)

Support

Oppose

Comments:

Intersection will be more dangerous
if changed

OT will add too much traffic and make it worse

Name: Thomas Jensen

Address: 1591 N. Carnegie Ln

City/State/Zip: Chandler, AZ 85224

Phone: _____

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



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COMMENT CARD

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Date: 4/18 ACTION

Agenda Item No. #25
(If applicable)

Support

Oppose

Comments:

SENT E-MAIL TO ALL COUNCIL MEMBERS PRIOR
TO 3/21/24 COUNCIL MEETING BEFORE CONTINUANCE -
SENT FOLLOW-UP E-MAIL 4/16 TO REMIND COUNCIL
I AM AGAINST THE CRT AT ANNCRA/DORSON - SETON CATHOLIC
ANDERSON MIDDLE
GOODMAN SCHOOL
ELECTRA

Name: MIKE COLLAND

Address: 2180 W. STANFON ST.

City/State/Zip: CHANDLER, AZ 85224

Phone: —

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



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COMMENT CARD

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

Date: _____

Agenda Item No. 25 QT
(If applicable)

Support

Oppose

Comments:

I strongly oppose Agenda Item 25 QT
Traffic is already a nightmare adding a QT
there will increase accidents.

Name: Ryan Choate

Address: 1789 W Ray rd

City/State/Zip Chandler, AZ

Phone: 480 567-6069

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



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COMMENT CARD

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

Date: 4-18-24

Agenda Item No. 25
(If applicable)

Support

Oppose

Comments:

Name: RANDALL ANDRUS
Address: 964 SHANAHAN LN
City/State/Zip: CHAND. AZ 85225
Phone: 602-329-6900

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



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COMMENT CARD

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

Date: 4/18/24

Agenda Item No. 25 QT
(If applicable)

Support

Oppose

Comments:

Home owner on Anderson Springs.
Would not like to see a new gas station
added to Robert Ray intersection.

Name: Brenda Stinson
Address: 700 N. Chandler St.
City/State/Zip: Chandler AZ 85224
Phone: 480-522-2222

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



COMMENT CARD

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

Date: 4-18-24

Agenda Item No. 25 QT
(If applicable)

Support

Oppose

Comments:

- * Inappropriate location to add high-volume traffic draw.
- * Puts children at risk
- * Residents don't want it!!!!

Name: Shelly Miller
Address: 1989 W. Ray Rd
City/State/Zip: Chandler AZ 85226
Phone: 949-233-0239

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



COMMENT CARD

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

Date: 4/18/24

Agenda Item No. 25- Quick Trip
(If applicable)

Support

Oppose

Comments:

- close proximity to schools
- increased traffic
- timing at AT'S
-

Name: _____

Address: 1989 W Ray Rd

City/State/Zip Chandler AZ 85224

Phone: 774 274 2639

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



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COMMENT CARD

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

Date: 4/18/2024

Agenda Item No. 25 QuikTrip Support
(If applicable)

Absolutely
 Oppose

Comments:

Traffic at Ray's Dobson
already dangerous overutilized
intersection. Already have convenience
store, gas kitty corner to this proposed
location NOT needed, need diversity of
services

Name: Gretchen Rennbaum

Address: 1762 W Gary Drive

City/State/Zip Chandler AZ 85224

Phone: 480-812-0381

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



COMMENT CARD

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

Date: 4/18/24

Agenda Item No. #25
(If applicable)

Support

Oppose

Comments:

What does QT have to offer our neighborhood?
More Traffic, more Accidents, more crime, more
Pan handlers, more vagrants. To many Negative
for the convenience,

Name: J McKinnay
Address: 2634 W. Calle del Norte
City/State/Zip Chandler
Phone: 480 552-8673

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



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

Date: May 06, 2024
To: Vice Mayor and City Council
From: Mayor Kevin Hartke
Subject: Board and Commission Member Appointments

Proposed Motion:

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

Mayor's Youth Commission

Reappoint Shea Lee
Reappoint Victoria Jagdon



City Council Memorandum Government Relations & Transportation
Policy Memo No. TP24-17

Date: May 06, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Ryan Peters, Strategic Initiatives Director
Jason Crampton, Transportation Planning Manager
From: Hezequias Rocha, Transportation Planning Program Coordinator
Subject: Resolution No. 5802, Authorizing a Grant Application for, and Acceptance of Grant Funds from, the SS4A Federal Grant Program in the Amount of \$800,000.

Proposed Motion:

Move City Council pass and adopt Resolution No. 5802, authorizing a grant application for and acceptance of grant funds from the SS4A federal grant program in the amount of \$800,000.

Background:

As part of the Bipartisan Infrastructure Law (BIL), \$1.26 billion has been made available in the current federal fiscal year for projects to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development focused on all roadway users. This agenda item authorizes the city to apply to the United States Department of Transportation for the Safe Streets and Roads for All (SS4A) grant program.

If awarded the SS4A grant, the city would leverage federal funding to develop a Roadway Safety Action Plan (RSAP) and Demonstration Activities. The grant would provide resources to establish a Roadway Safety Task Force, collect and analyze crash data, carry out public engagement activities, and identify strategies to reduce serious roadway injuries and deaths. Upon completion of the RSAP, the funding will also help implement low-cost and temporary strategies to measure the potential benefits and inform RSAP updates to drive future roadway projects. As an added benefit, once the city adopts an RSAP, federal rules allow

the city to then apply for implementation funds for specific projects, which are also funded through the Department of Transportation.

Financial Implications:

This grant application requests \$800,000 in federal funding. The local match for the city would be \$200,000 in General Fund dollars, which are currently included in the proposed FY 2024-25 budget.

Attachments

Resolution 5802

RESOLUTION NO. 5802

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING A GRANT APPLICATION FOR, AND ACCEPTANCE OF GRANT FUNDS FROM, THE SAFE STREETS AND ROADS FOR ALL (SS4A) PROGRAM BY THE U.S. DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$800,000.

WHEREAS, the Safe Streets and Roads for All (SS4A) Program by the U.S. Department of Transportation (USDOT) provides federal funding to support the development of a Roadway Safety Action Plan (RSAP) and Demonstration Activities; and

WHEREAS, the RSAP is a comprehensive strategy aimed at reducing and eliminating roadway serious-injuries and fatal crashes and it will inform the City of Chandler's potential design, infrastructure, education, enforcement, and traffic control modification strategies to improve safety for all road users; and

WHEREAS, City of Chandler's Transportation Planning staff have prepared an SS4A grant application, requesting \$800,000 in federal funding for the above-stated projects; and

WHEREAS, if a grant is awarded, a contribution from the City of Chandler of non-federal funds up to \$200,000 will be required; and

WHEREAS, the USDOT requires express authorization from the governing body for the grant application, and the City Manager's Office has determined that the City can comply with the terms of the grant.

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

- Section 1. Authorizing City of Chandler's Transportation Planning staff to submit this Resolution and the SS4A grant application materials to the U.S. Department of Transportation.
- Section 2. Authorizing the City Manager or his designee(s) to execute the grant application, grant disclosure forms, and grant agreement, and take such actions necessary to comply with the terms of the grant and perform all acts necessary to give effect to this Resolution.
- Section 3. Authorizing the acceptance of the SS4A grant funds up to the maximum amount awarded and authorizing the local contribution of City of Chandler funds up to the amount of \$200,000.

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

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the foregoing Resolution No. 5802 was duly passed and adopted by the Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of May, 2024 and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY *AK*



City Council Memorandum Government Relations & Transportation
Policy Memo No. N/A

Date: May 06, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Ryan Peters, Strategic Initiatives Director
From: Ryan Peters, Government Relations and Policy Manager
Subject: Agreement No. CM2-556-4450, Amendment No. 1, for Micro Transit Services, with River North Transit, LLC

Proposed Motion:

Move City Council approve Agreement No. CM2-556-4450, Amendment No. 1, with River North Transit, LLC, for micro transit services, in an amount not to exceed \$1,292,000, for a one-year period, July 1, 2024, through June 30, 2025.

Background/Discussion:

Chandler Flex is a microtransit service in central and southwest Chandler that began in July 2022. Passengers use the Chandler Flex app or call in to request rides on Chandler Flex vans within the service area from 5:30 a.m. to 9 p.m., Monday through Friday. The Chandler Flex service area is generally bound by Chandler Boulevard to the north, Chandler Heights Road to the south, Price Road to the west, and Arizona Avenue to the east. Additionally, there are some extensions to serve activity centers, such as Chandler Fashion Center, Chandler High School, downtown Chandler and surrounding neighborhoods, and Tumbleweed Park. Rides may be shared with other passengers, and a short walk to/ from pickup and dropoff points may be required. The current fare is \$2 per ride or \$1 for seniors or people with disabilities.

Students taking trips to and from school get free trips, as required by the city's A for Arizona Transportation Modernization grant. This grant focused on leveraging technology to provide students with improved transportation options. About one third of all trips currently provided by Chandler Flex are school trips.

In the first year and a half of service, more than 60,000 rides have been provided by Chandler Flex. Hamilton High School, Chandler High School, Intel, Walgreens, Chandler Regional Medical Center, Wal Mart, and Chandler Fashion Center are popular destinations. The service has received high ratings from its passengers (4.9 out of 5.0 stars), and residents have made many requests to the city to expand the service to other parts of Chandler. Pursuant to City Council direction, staff are additionally seeking opportunities to expand the Flex service area to other parts of the community.

This agreement will renew Chandler Flex service with its current operator, River North Transit (aka Via), for a period of one year.

Evaluation:

On April 14, 2022, City Council approved an agreement with River North Transit (Via) for micro transit services, for a two-year period, with the option of up to three (3) additional one-year extensions. The contractor has agreed to extend for one additional year at the same terms, conditions, and pricing. Staff have been satisfied with Via's customer service and operations and recommend extension of this agreement for the term of July 1, 2024, through June 30, 2025. This is the first extension of the original agreement.

Financial Implications:

The \$2,000,000 A for Arizona Transportation Modernization Grant funded the first two years of Chandler Flex service. Grant funds will expire at the end of May 2024. Beginning in June 2024, the city will need to fund Chandler Flex with a combination of general fund and Arizona Lottery Funds. However, no new funds will need to be budgeted over the next year as staff has leveraged regional transit funding to result in savings to locally-funded transit service, which can now be used to fund the continuation of Chandler Flex service. The city is also pursuing a \$1,000,000 congressionally-directed spending grant to fund 50% of the cost of Chandler Flex service for up to two years.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.3340.5219	General Fund	N/A	\$750,000	N
216.3340.5219	Local Transportation Assistance	N/A	\$542,000	N

Attachments

4450 Amendment One



City Clerk Document No. _____

City Council Meeting Date: May 9, 2024

**AMENDMENT TO CITY OF CHANDLER AGREEMENT FLEX
(MICRO) TRANSIT SERVICE
CITY OF CHANDLER AGREEMENT NO. CM2-556-4450**

THIS AMENDMENT NO. 1 (Amendment No. 1) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and River North Transit, 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 a flex (micro) transit program (Agreement); and

WHEREAS, the term of the Agreement was June 1, 2022, through June 30, 2024, with the option of up to three one-year extensions; and

WHEREAS, the Parties wish to exercise the first option through this Amendment to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.
2. Pursuant to Section III of the Agreement, the term of the Agreement is extended for a one-year period from July 1, 2024, through June 30, 2025 (the "Additional Term").
3. The City will continue to pay the Contractor the Year 2 hourly rate set forth in Exhibit B of the original Agreement, which is incorporated into and made a part of this Amendment No. 1 by this reference. Total payments made to the Contractor during the Additional Term will not exceed \$1,292,000, and the aggregate not-to-exceed threshold in Section IV of the Agreement is increased by such amount.

- 4. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 1 and the Agreement, the terms and conditions in this Amendment No. 1 prevail and control.

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

FOR THE CITY

FOR THE CONTRACTOR

By: _____

By: Dillon Twombly _____

Vice President

Its: Mayor _____

Its: _____

APPROVED AS TO FORM:

By: _____

City Attorney

TMB

ATTEST:

By: _____

City Clerk



City Council Memorandum City Manager's Office Memo No.

Date: May 06, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
From: Steven Turner, Sustainability & Performance Officer
Subject: Fiscal Year (FY) 2023-24 Budget Amendment from Ongoing Council Contingency

Proposed Motion:

Move City Council approve an ongoing budget amendment for the remaining \$4,000 in the FY 2023-24 Council Contingency for League of Arizona Cities and Towns annual conference registration for City Council, and authorize staff to transfer appropriation from the Non-Departmental Council Contingency account to the Mayor and Council cost center.

Background/Discussion

The FY 2023-24 Adopted Budget included one-time Council Contingency of \$350,000 and ongoing Council Contingency of \$75,000, for a total of \$425,000 for use in the budget amendment process. All funds have been allocated through prior budget amendments except \$4,000 remaining in the ongoing Council Contingency. This remaining amount is proposed to be allocated to the Mayor and Council cost center 1020 for the increased League of Arizona Cities and Towns annual conference registrations.



City Council Memorandum Community Services Memo No. N/A

Date: May 06, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
From: John Sefton, Community Services Director
Subject: Purchase of Turf Renovation, Removal, Preparation and Installation Services

Proposed Motion:

Move City Council approve the purchase of turf renovation, removal, preparation, and installation services, from Underwood Bros. Inc., dba AAA Landscape, utilizing City of Mesa Contract No. 2022132, in an amount not to exceed \$149,250.70.

Background/Discussion:

The Parks Division is requesting authorization to renovate the sports turf at ballfields #2 and #3 at Nozomi Park, located at 250 S. Kyrene Road. This project will include the removal of nearly 120,000 square feet of existing aged turf layer (originally installed in 2004), pre-soil and post-soil amendments, leveling, and the installation of new midiron turf. This improvement will complement last year's turf renovation at Nozomi field #1, completing all three Nozomi fields. Work will start in mid-June and be completed in late July during the annual planned closure for rest and recovery, with no interruption to organized activities. These fields are primarily reserved by Chandler American Little League for practices and games, which are included in 740 separate reservations over the past year with an estimated 19,000 player attendance.

Evaluation:

The City of Mesa competitively solicited and awarded a contract for turf renovation, removal, preparation, and install services to Underwood Bros., Inc., dba AAA Landscape. The contract is valid through March 31, 2025. The city has a current agreement with the City of Mesa allowing for cooperative use of their contracts. Staff recommends the cooperative use of this contract because of competitive pricing and the variety of services provided.

Financial Implications:

Funding will come from the Existing Athletic Field Improvements capital program.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.4580.6210.6PR655	General Government Capital Projects	Existing Athletic Field Improvemen	\$149,250.70	Y



City Council Memorandum Community Services Memo No. N/A

Date: May 06, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
From: John Sefton, Community Services Director
Subject: Purchase of Grounds and Irrigation Products and Services

Proposed Motion:

Move City Council approve the purchase of grounds and irrigation products and services, from Stabilizer Solutions, Inc., utilizing the 1GPA Contract No. 23-10DV-05, in an amount not to exceed \$180,730.

Background/Discussion:

In an ongoing effort to improve the quality and playability of Chandler's diamond sports fields, this agreement will facilitate the renovation of the infields at Pima Park, located at 625 N. McQueen Road. The "Hilltopper" infield mix proposed at this park was also installed at Shawnee Park last year and has proven as a sound investment from the operations and play perspectives. The material's polymer coating/content requires no water for the preparation and maintenance of the field, virtually eliminating airborne dust. After rainstorms, water does not pool and can be quickly cleaned off, reducing downtime.

This item also includes the related labor to remove existing soil, adapt irrigation, replace sod at the field arcs, level new Hilltopper infield mix, and install base anchors and plates.

Evaluation:

The Deer Valley Unified School District, on behalf of 1GPA, competitively solicited and awarded a contract for grounds and irrigation products and services to Stabilizer Solutions, Inc. The city has a current agreement with 1GPA allowing for the cooperative use of its contracts. Staff recommends the purchase of the services through this cooperative contract. The contract is valid through November 29, 2024.

Financial Implications:

Funding is available within the "Existing Athletic Field Improvements" project within the Capital Improvement Program.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.4580.000.6611.6PR655	General Government Capital Projects	Existing Neighborhood Park Improv	\$180,730.00	Y



City Council Memorandum Development Services Memo No. 24-014

Date: May 06, 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
Final Adoption of Ordinance No. 5091
Request: Amend existing Planned Area Development (PAD) zoning to allow showroom uses.
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 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.

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
(insert area plan name if any)	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	Building A front at Northrop Boulevard: 30 ft. required, approximately 164 ft. provided Building D front at Germann Road: 50 ft. required, approximately 95 ft. provided

	<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	<p>155 parking spaces provided at Building A</p> <p>2.05 spaces / 1000 sq. ft.</p> <p>217 parking spaces provided at Building D</p> <p>2 spaces / 1000 sq. ft.</p>

Review and Recommendation

The proposed site is located north of the Airport and is designated as Innovation District within the Chandler Airpark 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 has reviewed and 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. Planning and Zoning Commission recommends approval.

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 Next Door.
- 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)

Ordinance No. 5091 was introduced and tentatively adopted on April 18, 2024

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.

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

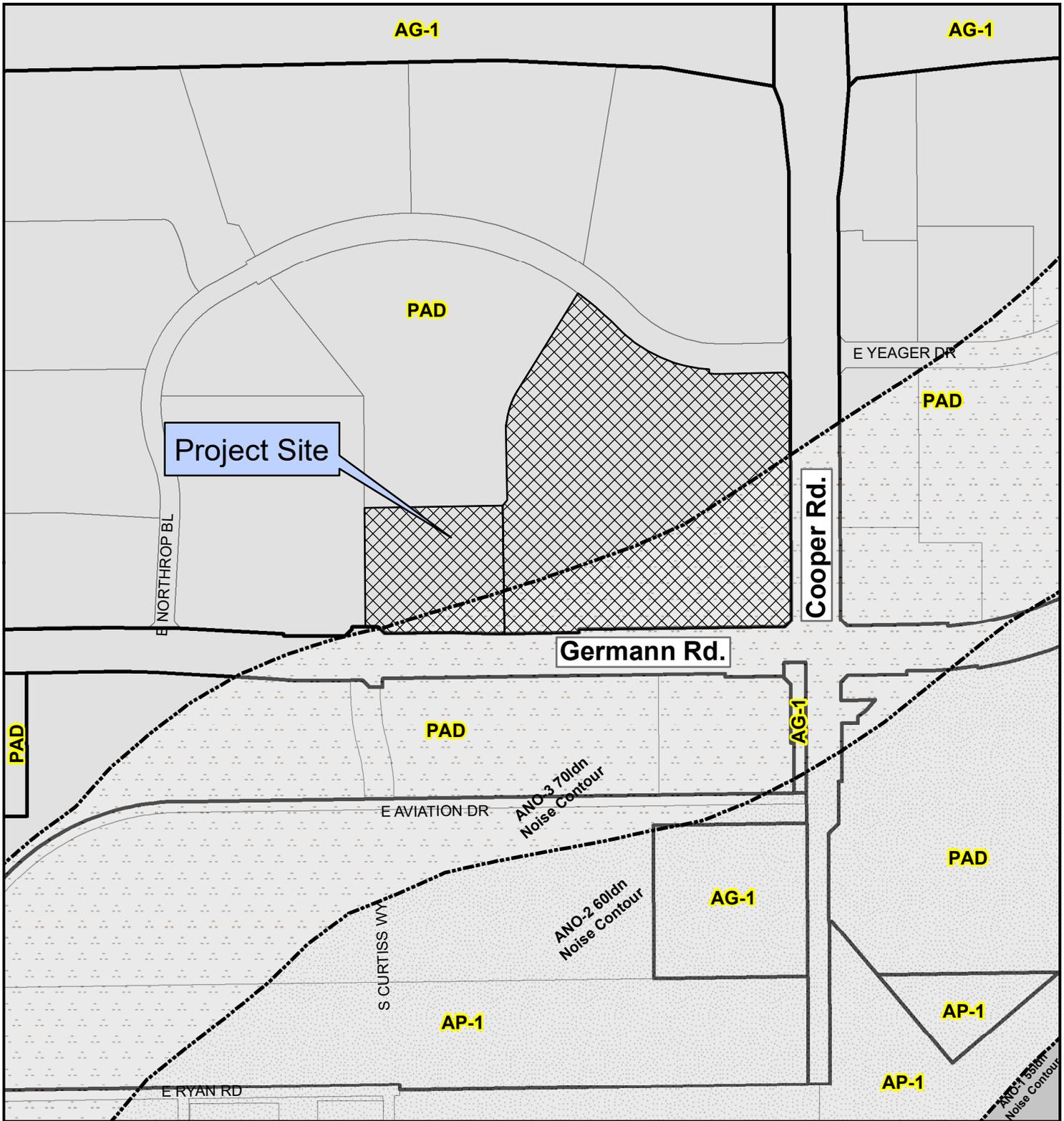
APPROVED AS TO FORM:

CITY ATTORNEY TA

Published:

Legal Description

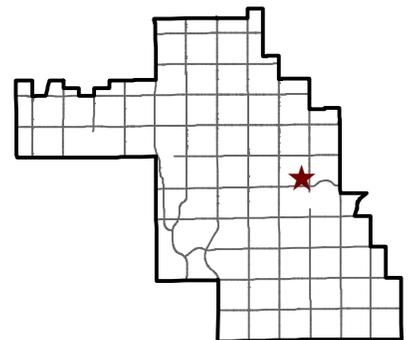
LOTS 1 AND 3, OF IRGENS CHANDLER AIRPORT CENTER - PHASE 3, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1414 OF MAPS, PAGE 1



PLH23-0055 Irgens Ascend



Proposed Project Details
 Request for Rezone/PDP
 20.5 acres



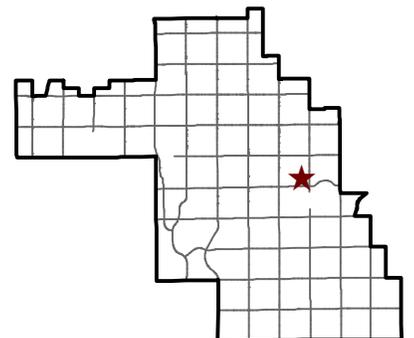
City of Chandler Planning Division
chandleraz.gov/planning
 For more information visit:
<https://gis.chandleraz.gov/planning>



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:

<i>COVER SHEET</i>	<i>1</i>
<i>INDEX</i>	<i>2</i>
<i>NARRATIVE</i>	<i>3 - 8</i>
<i>AERIAL MAP</i>	<i>9</i>
<i>SITE PLAN; M.O.B. OPTION</i>	<i>10</i>
<i>SITE PLAN; RETAIL OPTION</i>	<i>11</i>
<i>SITE PLAN; HOTEL OPTION</i>	<i>12</i>
<i>SITE DETAILS</i>	<i>13</i>
<i>CIVIL PLANS</i>	<i>14 - 19</i>
<i>LANDSCAPE PLANS</i>	<i>20 - 26</i>
<i>BUILDING 'D' RENDERING</i>	<i>27</i>
<i>BUILDING 'D' ELEVATIONS</i>	<i>28</i>
<i>BUILDING 'D' MATERIALS</i>	<i>29</i>
<i>M.O.B. MATERIALS</i>	<i>30</i>
<i>HOTEL MATERIALS</i>	<i>31</i>
<i>RETAIL MATERIALS</i>	<i>32</i>
<i>PADs 1 & 2 MATERIALS</i>	<i>33</i>
<i>FLOOR & DECOR RENDERINGS</i>	<i>34 - 39</i>
<i>FLOOR & DECOR ELEVATIONS</i>	<i>40</i>
<i>FLOOR & DECOR MATERIALS</i>	<i>41</i>
<i>FLOOR 7 DECOR TRIP STUDY</i>	<i>42 - 95</i>
<i>APPROVED CSP FOR CAC</i>	<i>96-104</i>

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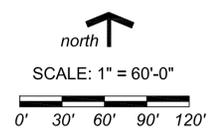
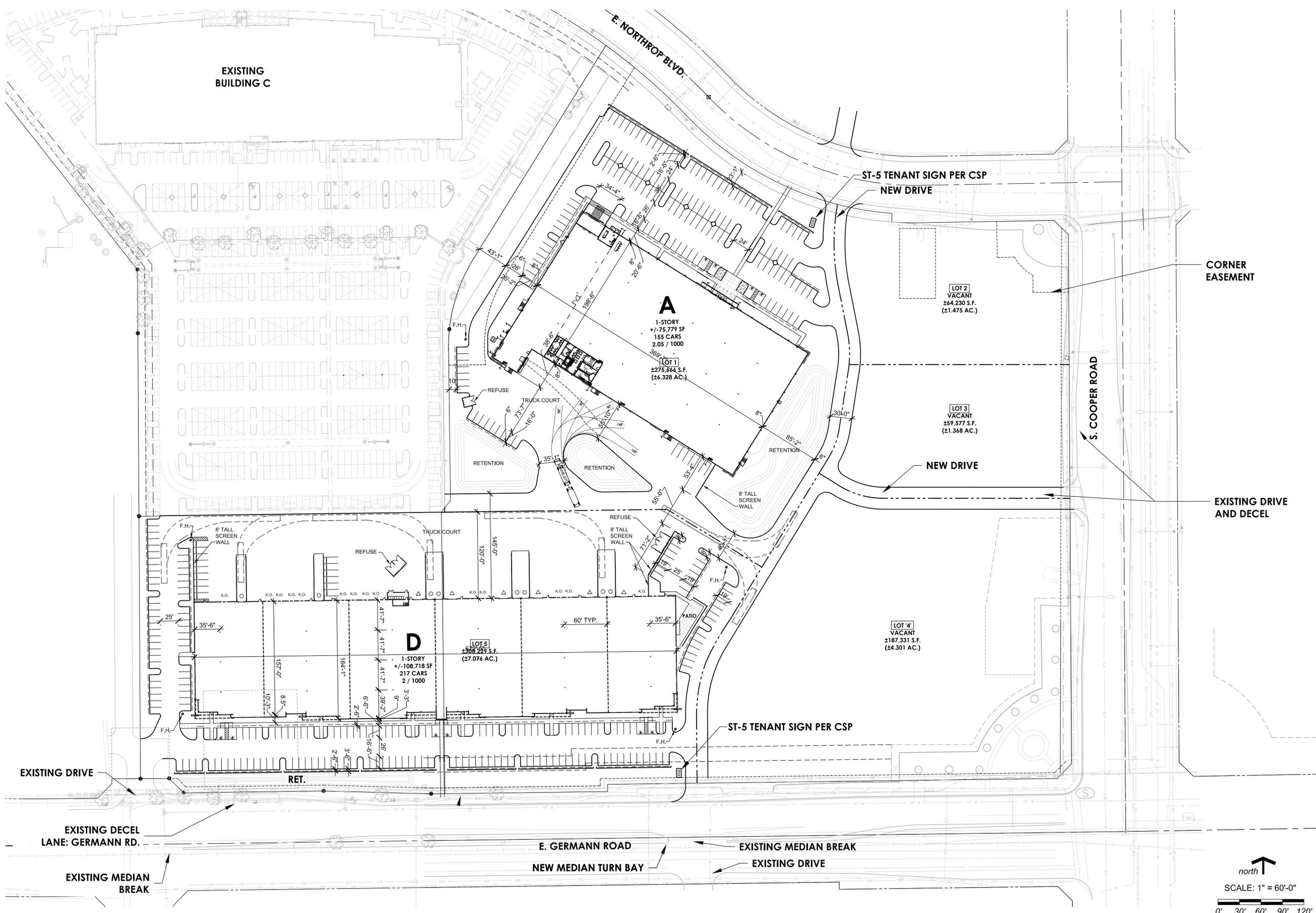
ASCEND CHANDLER - CAZ PDP
1811 E. NORTHROP BLVD., CHANDLER, ARIZONA 85286

42002
7SEP23





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



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.

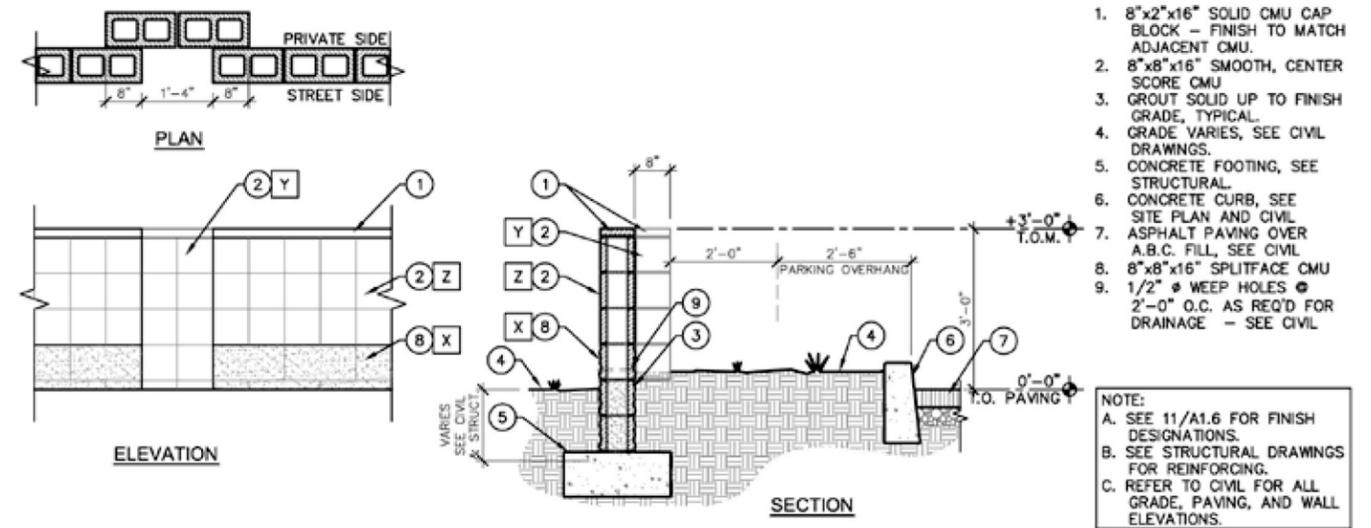
Site Screening Areas

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 existing 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.

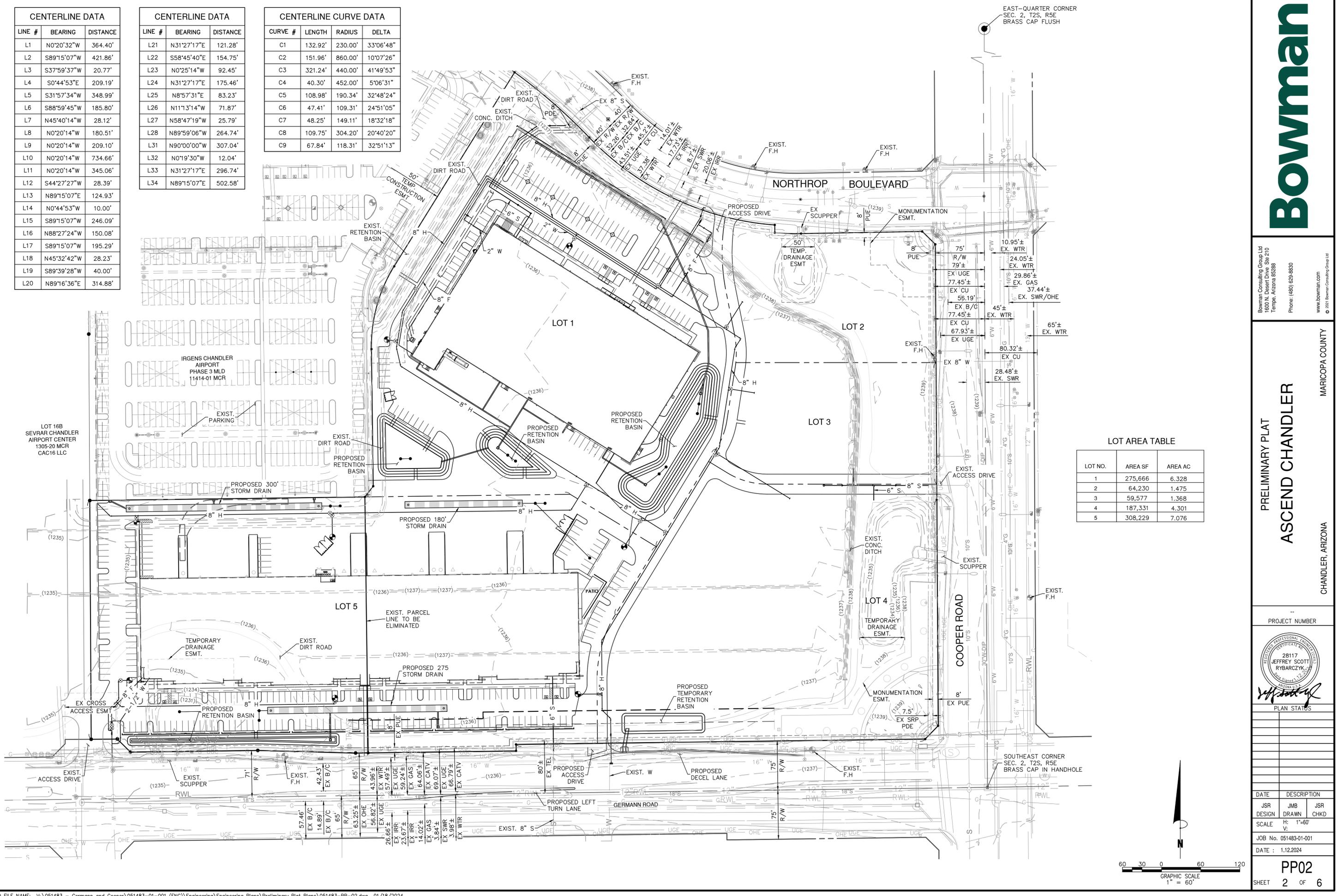
Screening of Parking Areas

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.

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'

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'

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



Bowman Consulting Group Ltd
1600 N. Desert Drive, Ste 210
Tempe, Arizona 85288
Phone: (480) 629-8830
www.bowman.com
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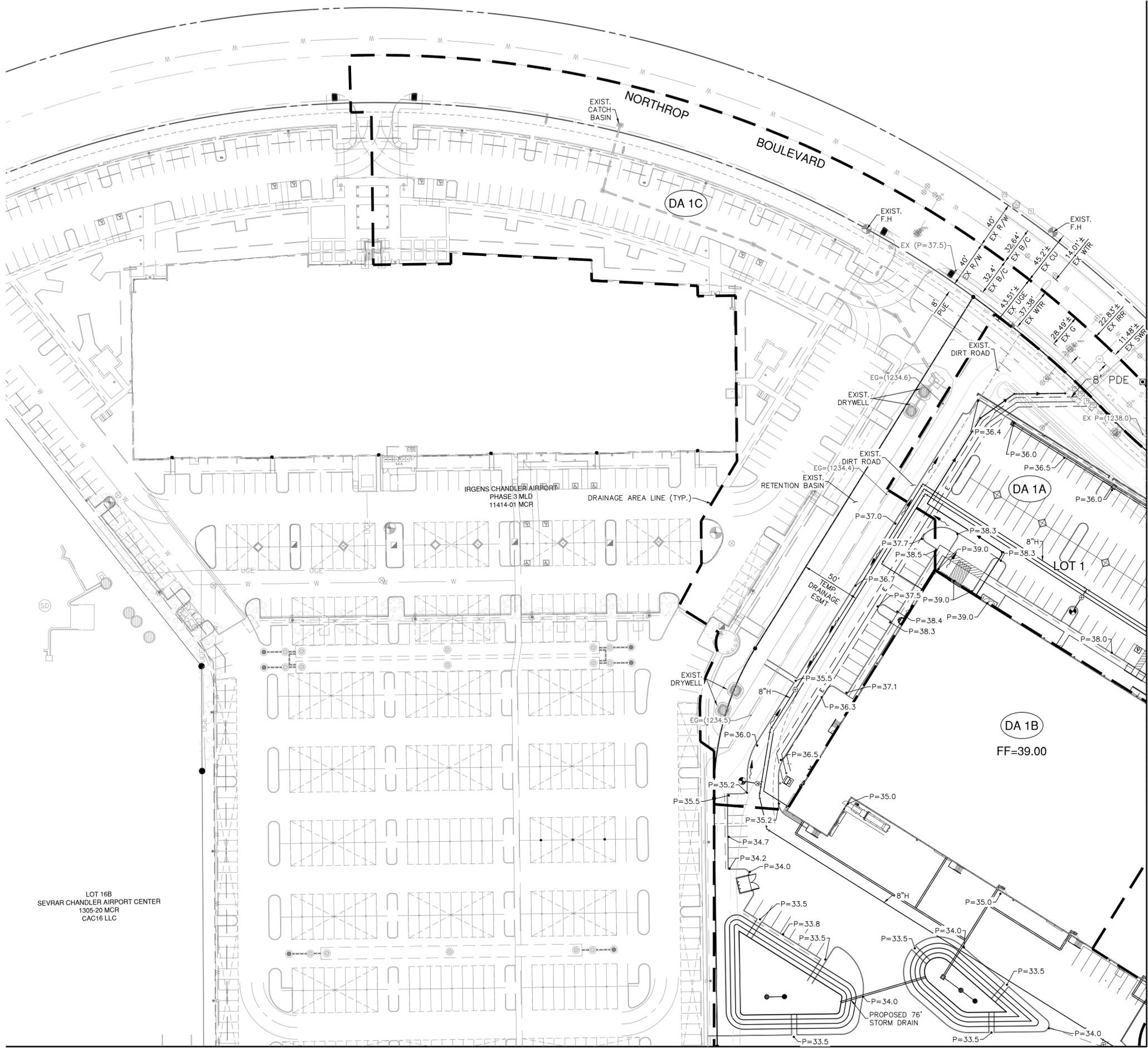
PRELIMINARY PLAT
ASCEND CHANDLER
MARICOPA COUNTY
CHANDLER, ARIZONA

PROJECT NUMBER
28117
JEFFREY SCOTT RYBARCZYK
PLAN STATUS

DATE DESCRIPTION
JSR JMB JSR
DESIGN DRAWN CHKD
SCALE H: 1"=60'
V:
JOB No. 051483-01-001
DATE: 1.12.2024

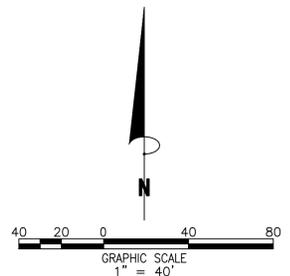
PP02
SHEET 2 OF 6

C.O.C. LOG NO.



MATCHLINE SEE SHEET GD02

MATCHLINE SEE SHEET GD03

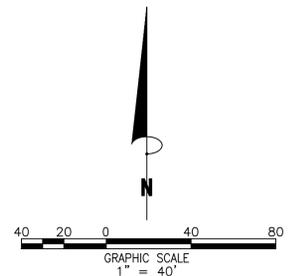
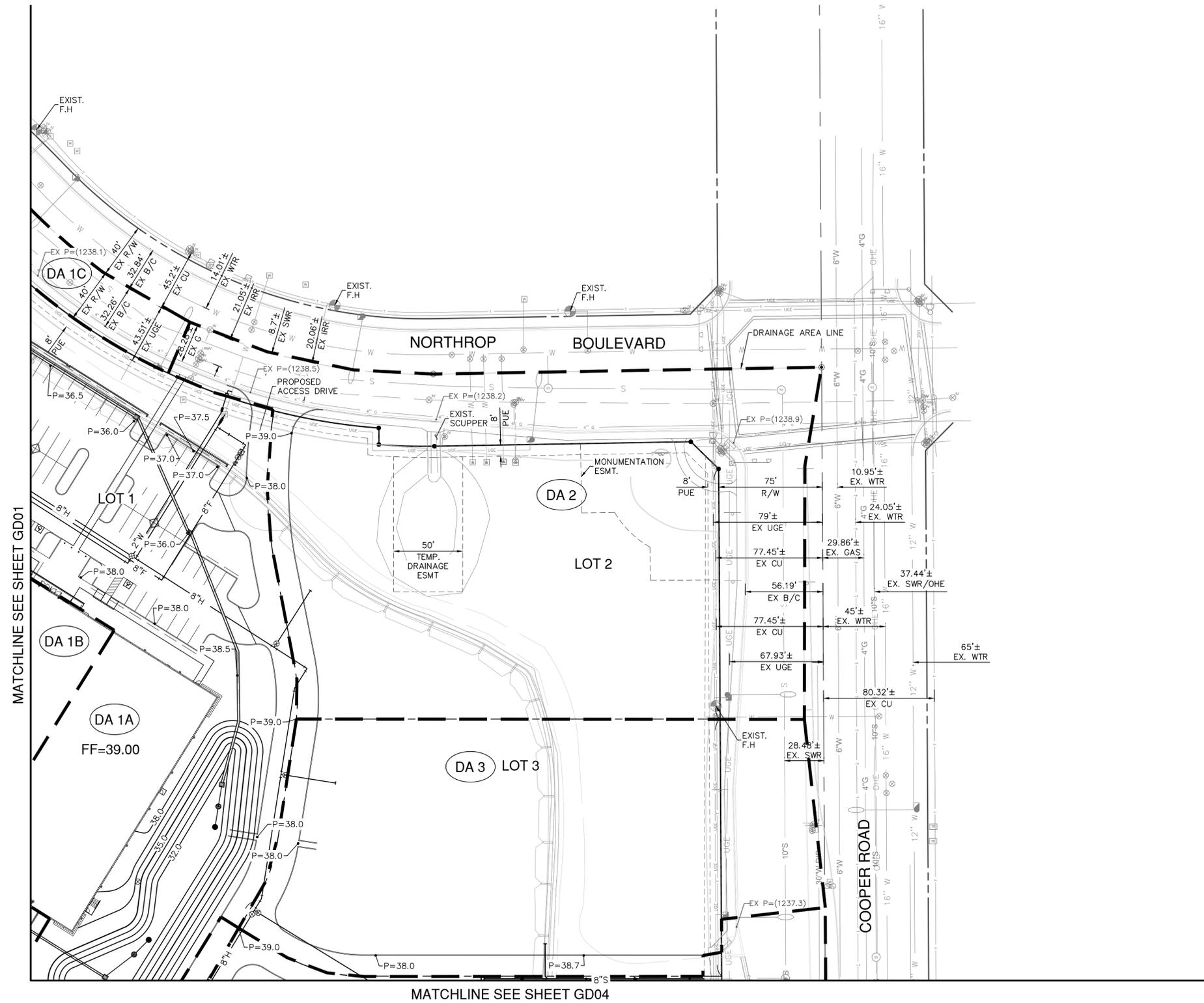


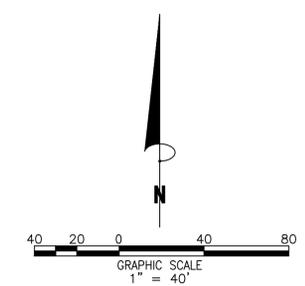
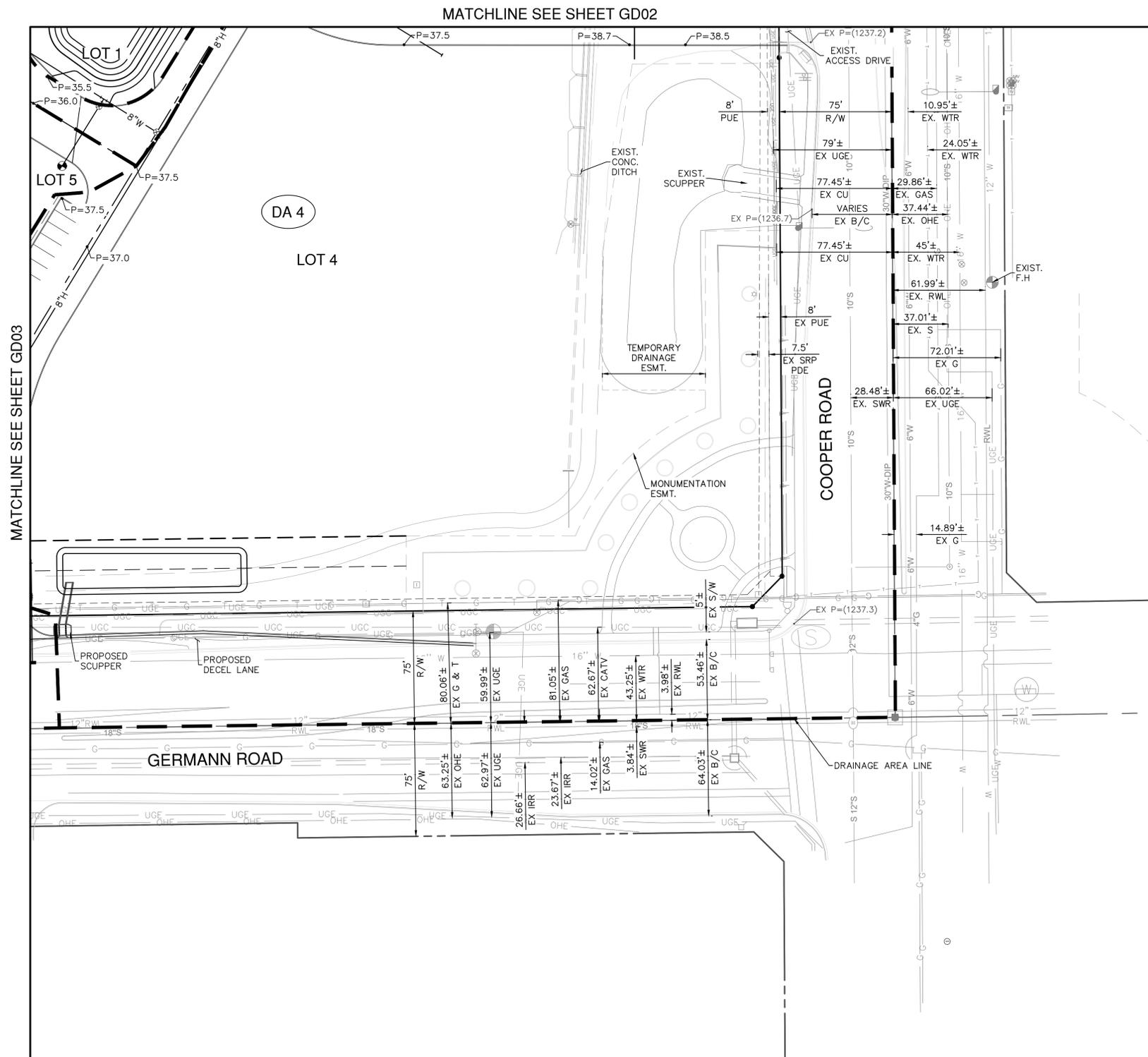
PROJECT NUMBER

2017
 JEFFREY SCOTT
 RYBARCZYK
 REGISTERED PROFESSIONAL ENGINEER
 STATE OF ARIZONA

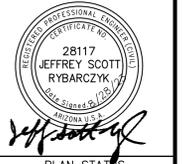
Jeffrey Scott Rybarczyk
 PLAN STATUS

DATE	DESCRIPTION
JSR DESIGN	JMB DRAW
	JSR CHKD
SCALE H:	1"=40'
SCALE V:	
JOB No.	051483-01-001
DATE :	1.12.2024





PROJECT NUMBER



PLAN STATUS

DATE	DESCRIPTION
JSR DESIGN	JMB DRAWN JSR CHKD
SCALE	H: 1"=40' V:
JOB No.	051483-01-001
DATE	1.12.2024

ASCEND at CHANDLER AIRPORT CENTER

project consultants

owner:

IRGENS PARTNERS, LLC.
5055 EAST WASHINGTON STREET #110
PHOENIX ARIZONA 85034
PROJECT CONTACT: AARON MARTY
PHONE: 602.682.0200

civil engineering:

BOWMAN
1600 NORTH DESERT DRIVE, #210
TEMPE, ARIZONA 85288
CONTACT: JEFFREY RYBARCZYK
PHONE: 480.559.8368
EMAIL: jrybarczyk@bowman.com

landscape architecture:

DESIGN ETHIC, LLC
7525 EAST 6th AVENUE
SCOTTSDALE, ARIZONA 85251
PROJECT CONTACT: BRANDON PAUL
PHONE: 480.225.7077
EMAIL: bpaul@designethic.com

architecture:

BALMER ARCHITECTURAL GROUP
2425 EAST CAMELBACK ROAD SUITE #775
PHOENIX, ARIZONA 85016
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%

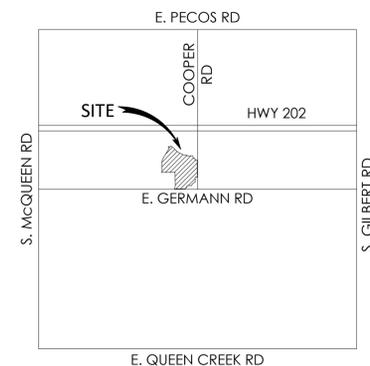
I HEREBY CERTIFY THAT NO TREE OR BOULDER IS DESIGNED CLOSER THAN SIX (6) FEET TO THE FACE OF THE PUBLIC STREET CURB.

B. Paul

REGISTERED LANDSCAPE ARCHITECT

08.11.2023

DATE

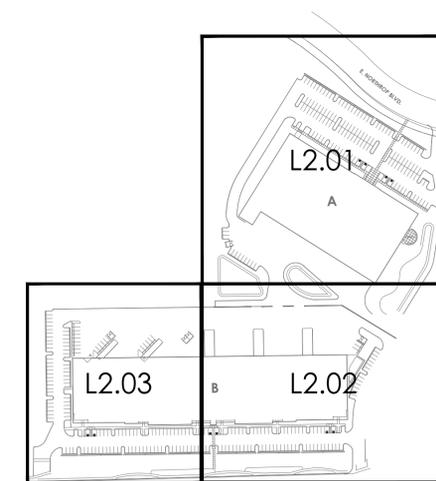
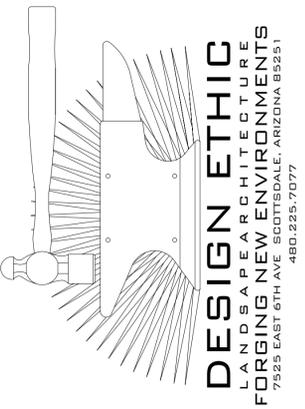


vicinity map



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 ERRECTED, 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



PROJECT:
**ASCEND AT
CHANDLER AIRPORT CENTER**
CHANDLER, ARIZONA 85286

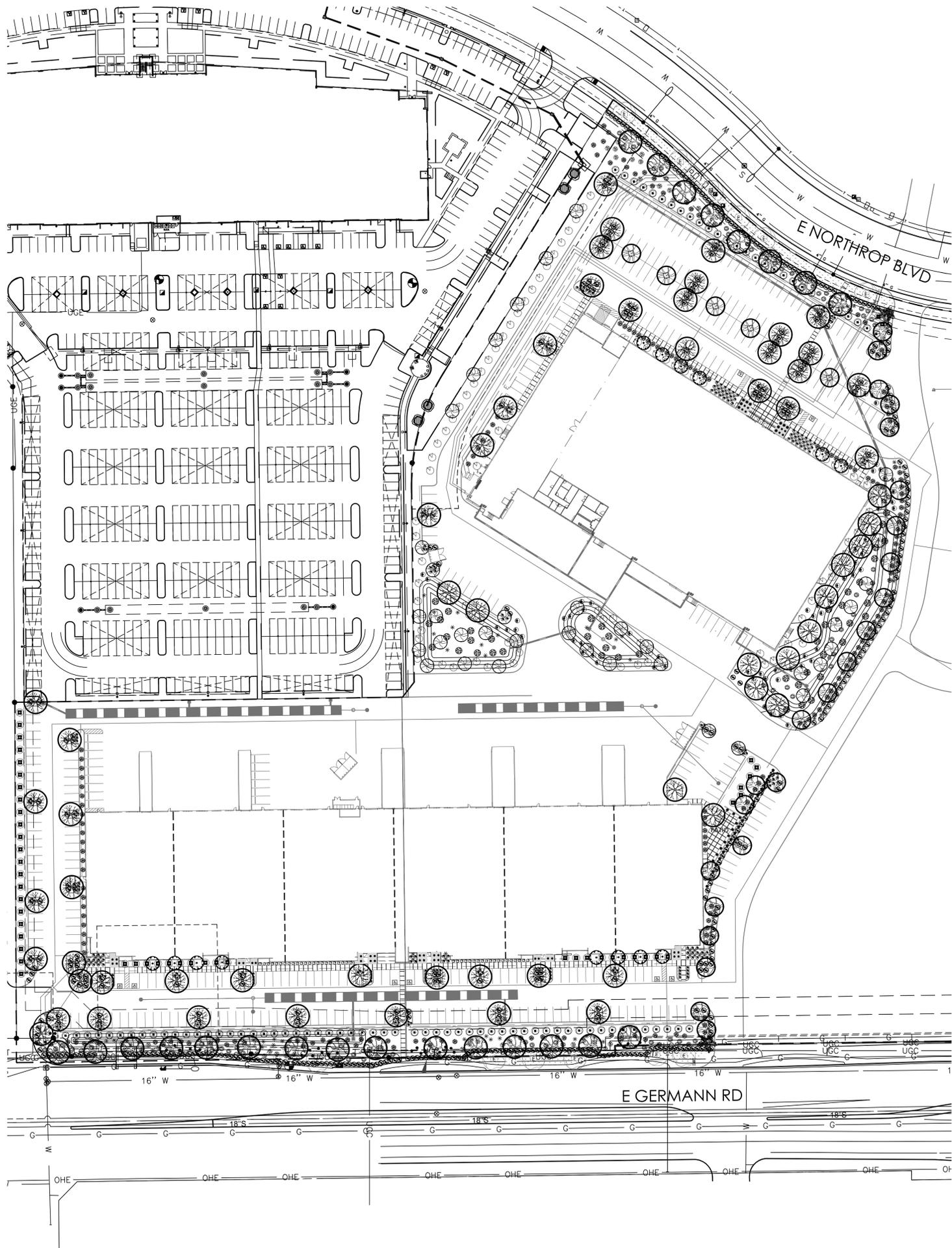
SHEET TITLE:
COVER SHEET & NOTES

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

SHEET

L0.01

1 of 5



existing plant legend

botanical name	common name	size	qty	comments
FRAXINUS VELUTINA 'RIO GRANDE'	FAN-TEX ASH	48" BOX	13	CALCULATED AS 48" BOX REMAIN IN PLACE

inerts

TURF AREA

plant legend

botanical name	common name	size	qty	comments
----------------	-------------	------	-----	----------

trees

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

palms

	PHOENIX DACTYLIFERA DATE PALM	18" MIN.	2	
--	----------------------------------	----------	---	--

shrubs

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

accents

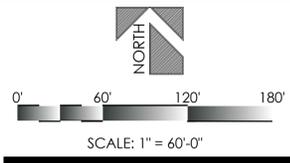
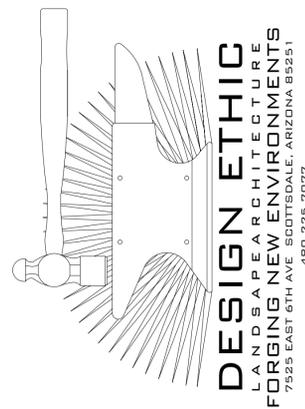
	AGAVE DESMETTIANA VARIEGATA VARIEGATED AGAVE DESMETTIANA	5 GAL.	10	
	AGAVE AMERICANA MEDIA PICTA "ALBA" GREEN & WHITE AGAVE AMERICANA	5 GAL.	48	
	DASYLIRION WHEELERI DESERT SPOON	5 GAL.	79	
	HESPERALOE FUNIFERA GIANT HESPERALOE	5 GAL.	145	
	HESPERALOE PARVIFLORA RED YUCCA	5 GAL.	51	
	MUHLENBERGIA CAPILLARIS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

groundcover

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

inerts

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



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

PROJECT:
**ASCEND AT
CHANDLER AIRPORT CENTER**
CHANDLER, ARIZONA 85286

SHEET TITLE:
OVERALL PLANTING PLAN

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



MATCHLINE - SEE SHEET L2.02

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

palm

- PHOENIX DACTYLIFERA
DATE PALM

shrubs

- LEUCOPHYLLUM CANDIDUM
THUNDER CLOUD
- 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

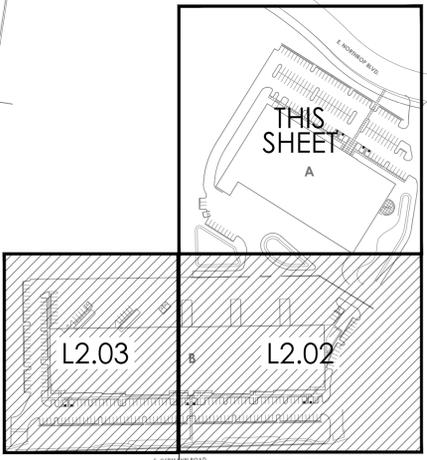
- AGAVE DESMETTIANA VARIEGATA
VARIEGATED AGAVE DESMETTIANA
- AGAVE AMERICANA
MEDIA PICTA "ALBA"
GREEN & WHITE AGAVE AMERICANA
- DASYLIRION WHEELERI
DESERT SPOON
- HESPERALOE FUNIFERA
GIANT HESPERALOE
- HESPERALOE PARVIFLORA
RED YUCCA
- MUHLENBERGIA CAPILLARIS
'PINK MUHLY'
REGAL MIST
- MUHLENBERGIA LINDHEIMERI
AUTUMN GLOW

groundcover

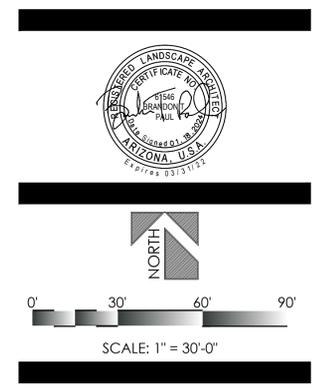
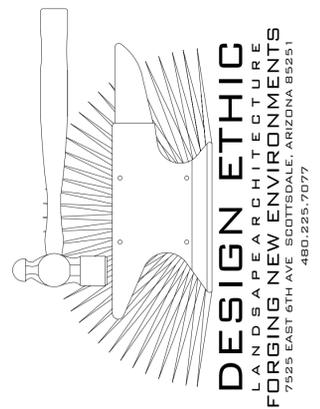
- ACACIA REDOLENS
DESERT CARPET
- EREMOPHILA GLABRA
'MINGNEW GOLD'
OUTBACK SUNRISE EMU
- LANTANA MONTEVIDENSIS
PURPLE LANTANA

inerts

- 1/2" SCREENED GRANITE
TABLE MESA BROWN
- 3" - 6" FRACTURED
RIP RAP
TABLE MESA BROWN
- CONCRETE HEADER
EXTRUDED CONCRETE



key map



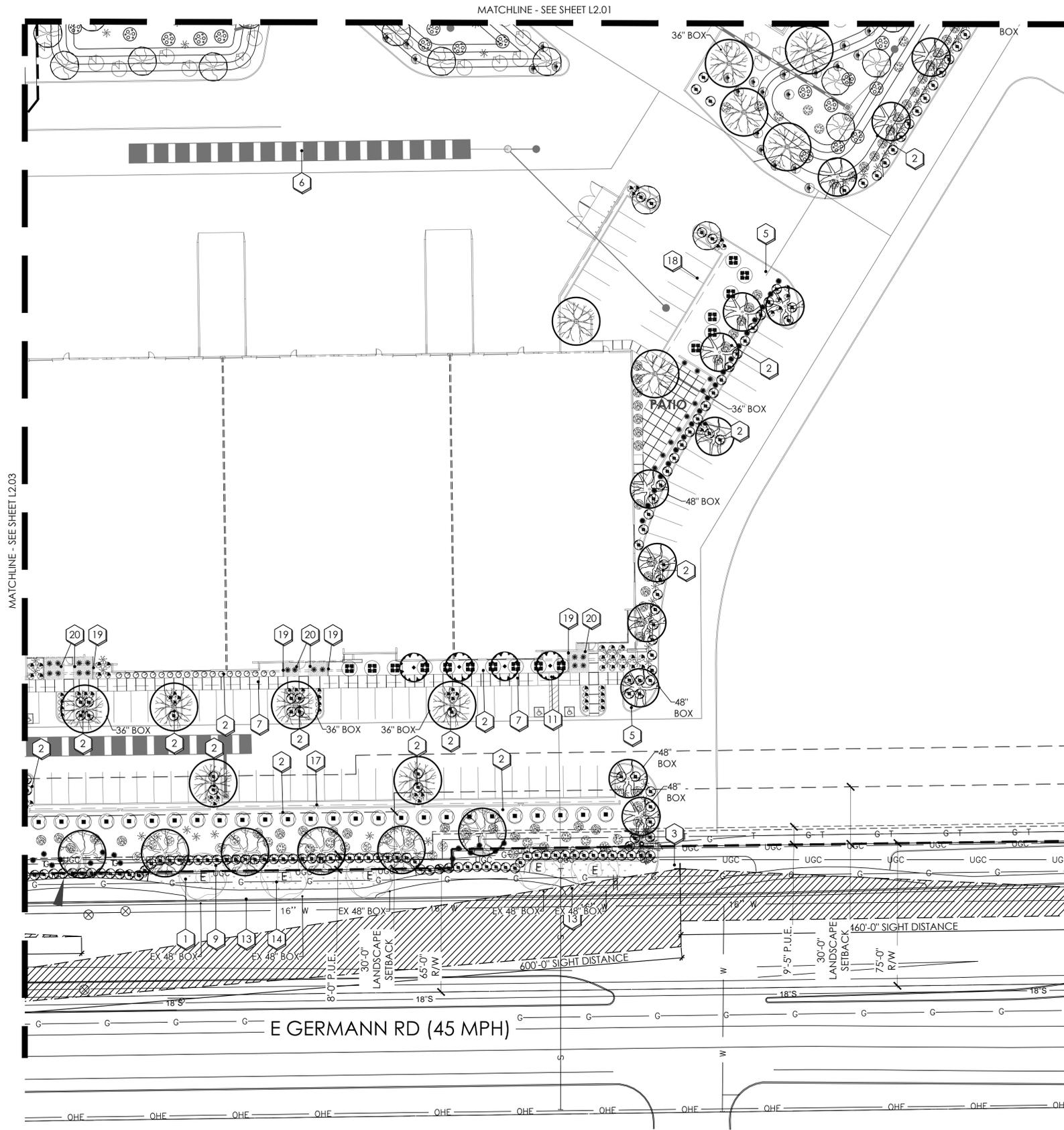
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(OUTSIDE MARICOPA COUNTY)

PROJECT:
**ASCEND AT
CHANDLER AIRPORT CENTER
CHANDLER, ARIZONA 85286**

SHEET TITLE:
PLANTING PLAN

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

SHEET
L2.01
3 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.
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- 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
 - E FRAXINUS VELUTINA 'RIO GRANDE'
FAN-TEX ASH
- inerts
 - TURF AREA

plant legend

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

shrubs

- LEUCOPHYLLUM CANDIDUM
THUNDER CLOUD
- 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

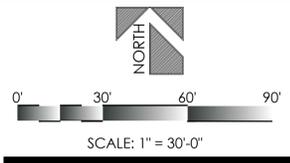
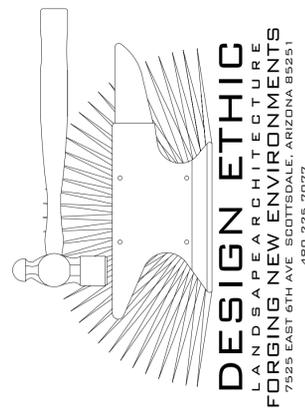
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VARIEGATED AGAVE DESMETIANA
- AGAVE AMERICANA
MEDIA PICTA "ALBA"
GREEN & WHITE AGAVE AMERICANA
- DASYLIRION WHEELERI
DESERT SPOON
- HESPERALOE FUNIFERA
GIANT HESPERALOE
- HESPERALOE PARVIFLORA
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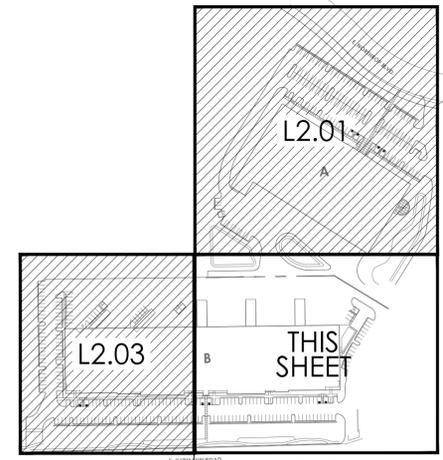
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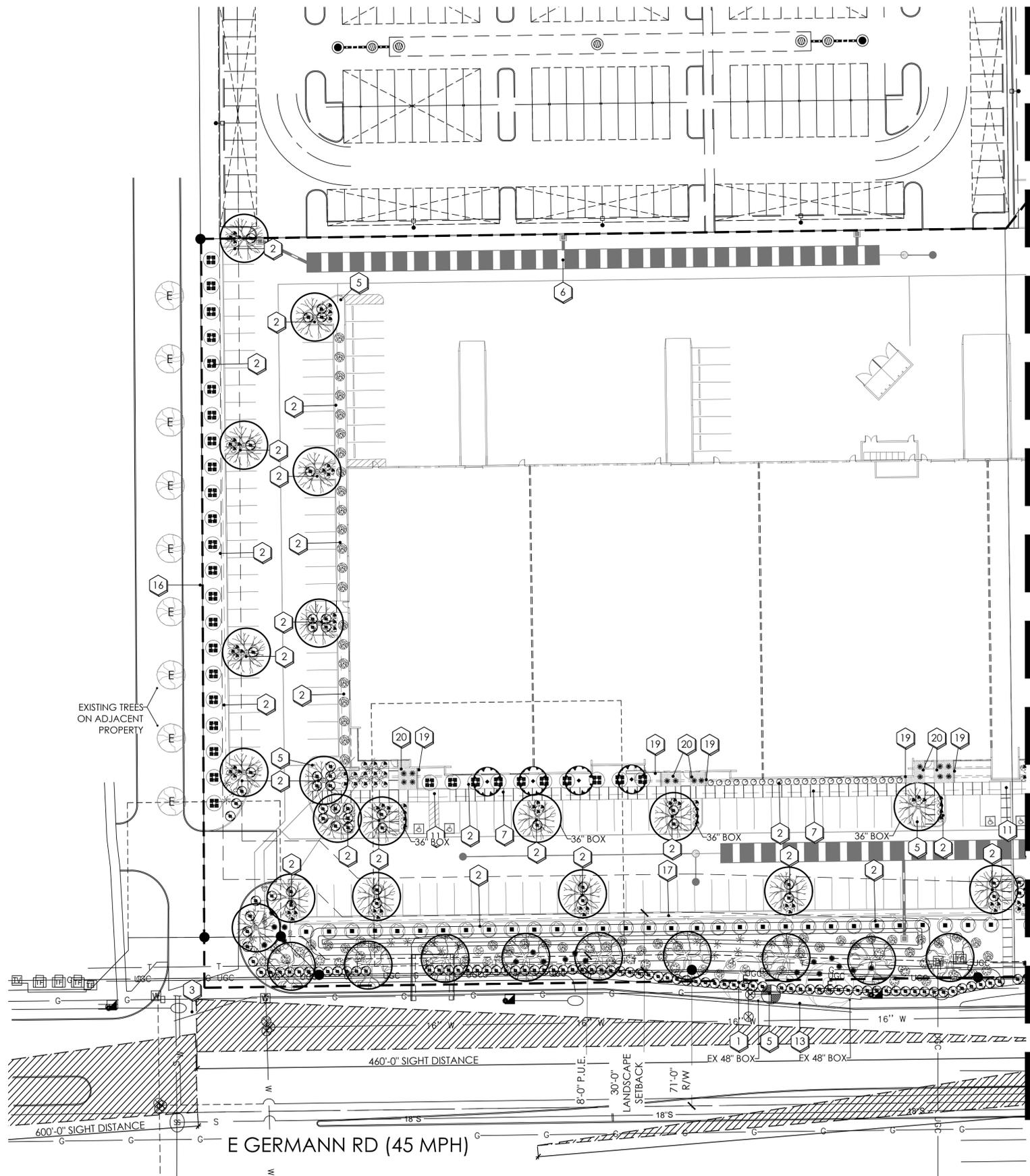
key map



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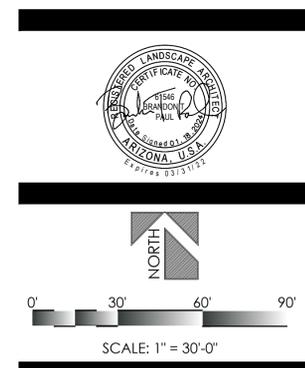
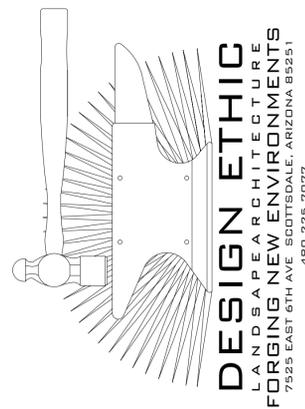
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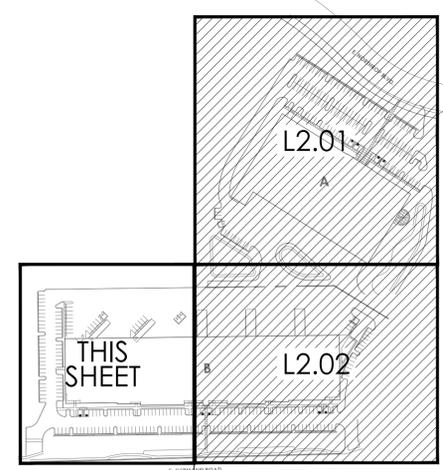
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SHEET
L2.03
5 of 5



key map





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

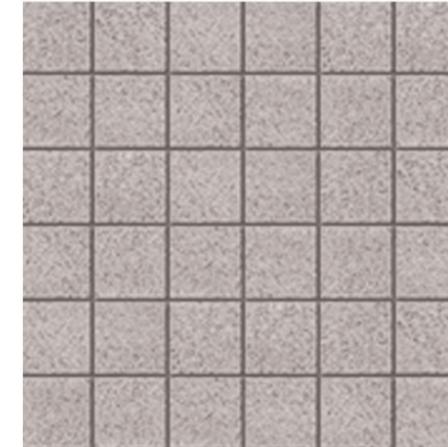


PPG PACIFICA - 1 " INSULATED GLASS
SOLARBAN 60 (3)
U-VALUE OF 0.29 AND SHGC OF 0.25
CLEAR ANODIZED FRAMES AND INFILL PANELS, TYPICAL

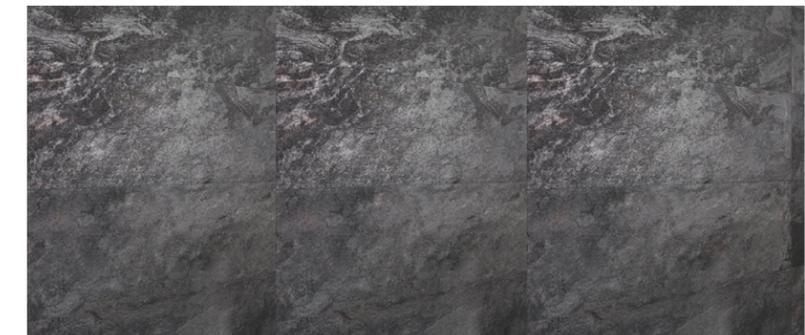
MASONRY WALLS

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



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 EAST CORNER - FRONT & RIGHT



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



NORTH WEST CORNER-LEFT



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



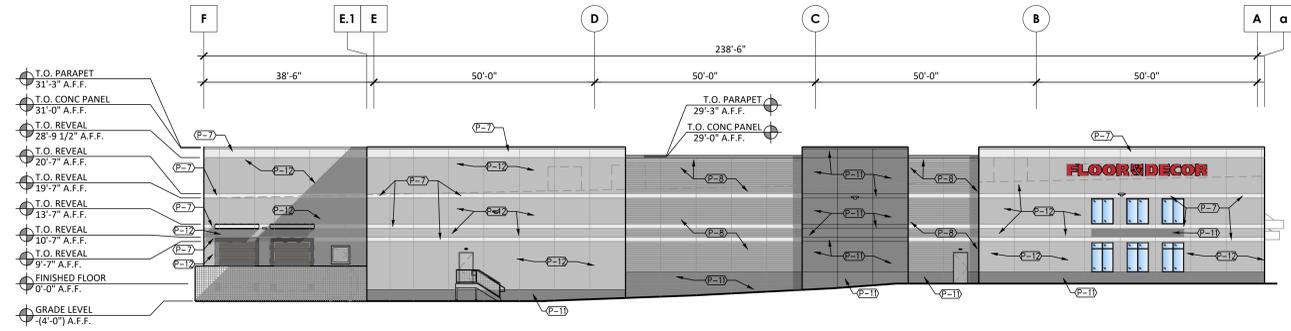
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March 5, 2024

16910 Dallas Parkway, Ste 216, Dallas, TX 75248
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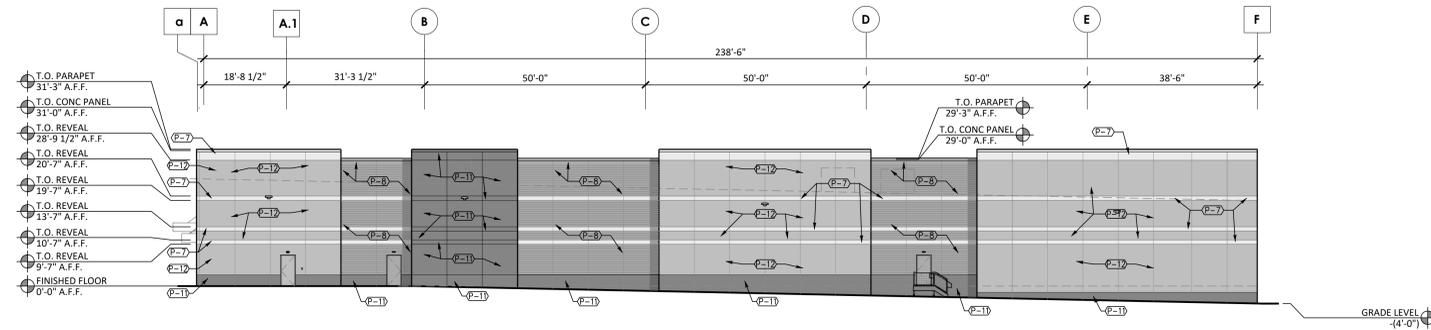
PAINT COLOR SCHEDULE

MARK	MATERIAL	MANUFACTURER	COLOR	FINISH	NOTES
P-7	PAINT	TBD	DE 6572 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



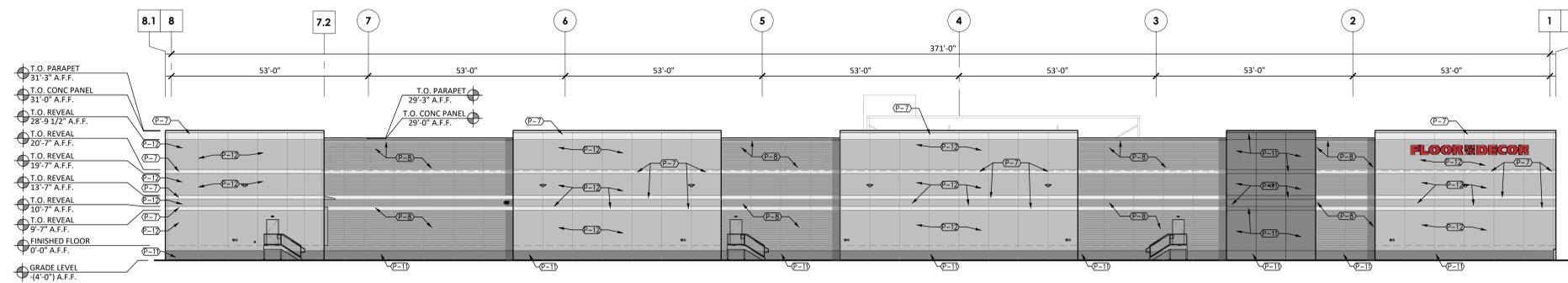
4 LEFT ELEVATION

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



3 RIGHT ELEVATION

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



2 REAR ELEVATION

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



1 FRONT ELEVATION

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

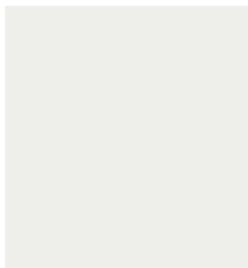
300% CONSTRUCTION DOCUMENTS	03/14/24
Elevations	08/08/2023
Elevations	09/25/2023
Elevations	09/29/2023
Elevations	10/17/2023
Elevations	11/01/2023
Elevations	11/16/2023
Elevations	12/07/2023
Elevations	02/01/2024
Elevations	02/19/2024
Elevations	03/06/2024
Elevations	03/22/2024

**SHERWIN WILLIAMS
PAINT COLOR**

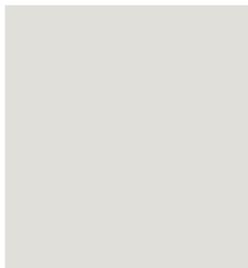
FINISH: CANOPIES AND MISC. METALS



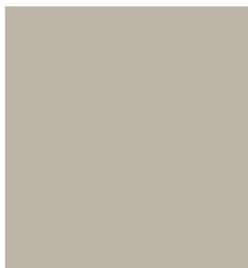
P-10 SW 6868 REAL RED



P-7 SW 7006 EXTRA WHITE



P-11 SW 7056 RESERVED WHITE



P-8 SW 7044 AMAZING GRAY



P-9 SW 7048 URBANE BRONZE



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 GRAY



PAINT TO MATCH P-9 SW 7048 URBANE BRONZE

CONCRET PANEL

FINISH: CONCRETE PANEL FINISH



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

Kimley»»Horn

©Kimley-Horn and Associates, Inc.
May 2023

Parking and Trip Generation Study

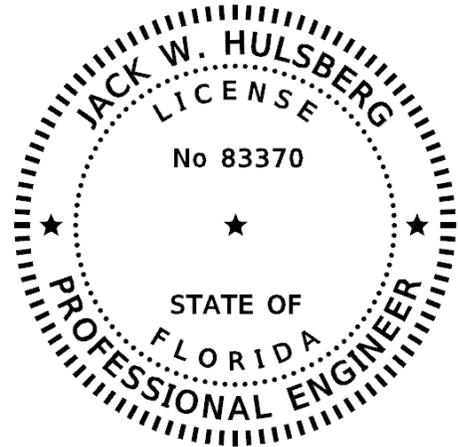
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May 2023

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TABLE OF CONTENTS

	<u>Page</u>
Introduction	1
Data Collection.....	1
Results of Parking Data Collection	11
Results of Trip Generation Data Collection	11
Summary	14
Trip and Parking Rate Comparisons	15
Appendix A: Sample Parking and Trip Generation Data Collection Sheets	
Appendix B: Parking Data Collection	
Appendix C: Trip Generation Data Collection	

LIST OF FIGURES

	<u>Page</u>
Figure 1: Doral Store Location Map.....	3
Figure 2: Alexandria Store Location Map	4
Figure 3: Pompano Beach Store Location Map	5
Figure 4: Farmingdale Store Location Map	6
Figure 5: North Charleston Store Location Map	7
Figure 6: Avon Store Location Map	8
Figure 7: Cypress Store Location Map	9
Figure 8: Tuckwila Store Location Map	10

LIST OF TABLES

	<u>Page</u>
Table 1: Peak Parking Counts and Rates.....	12
Table 2: Peak Hour Trip Generation Summary.....	13
Table 3: Average Parking and Trip Generation Rates	14
Table 4: Highest Parking and Trip Generation Rates	14
Table 5: Trip Generation Rate Comparison	15
Table 6: Parking Rate Comparison	16

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

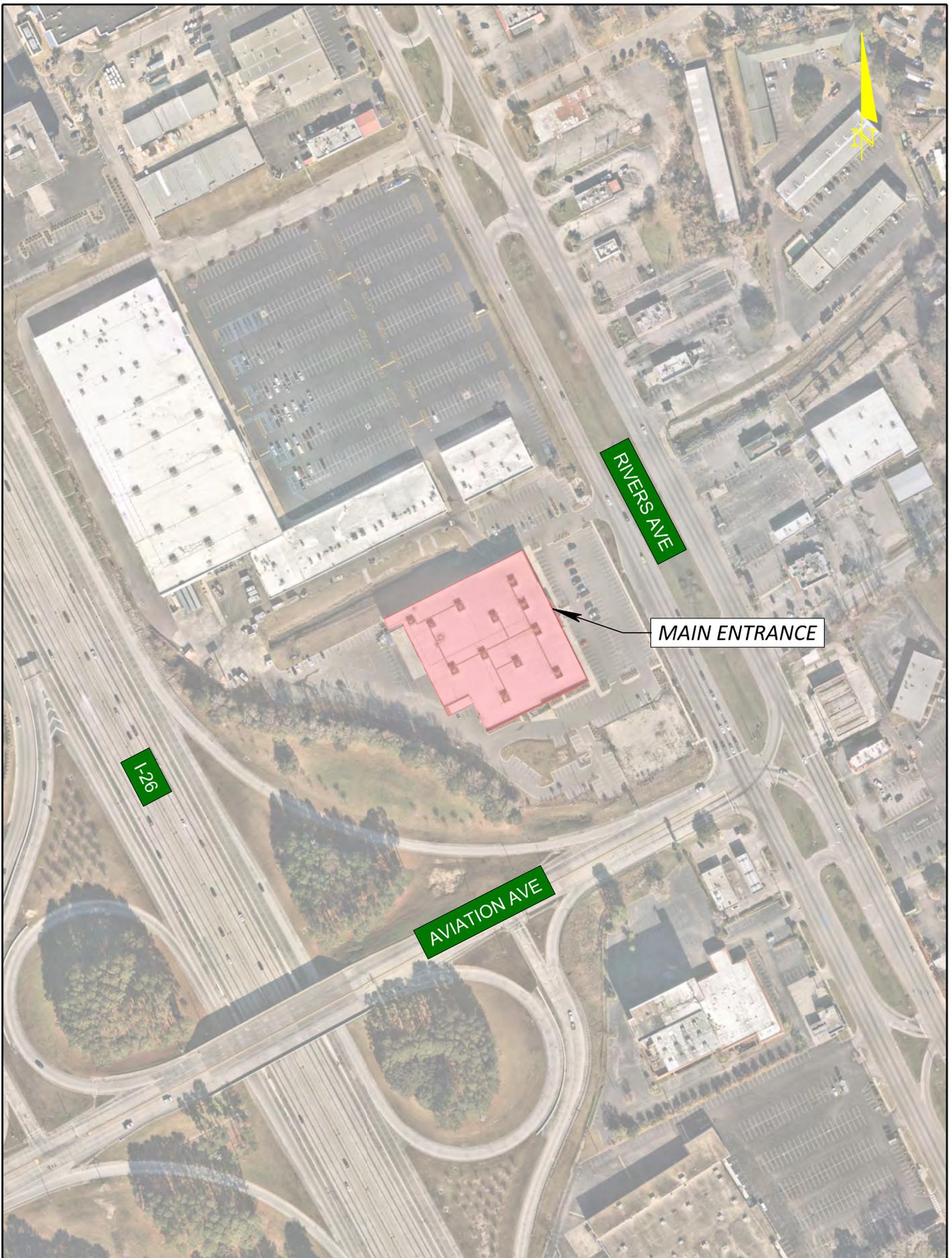
FIGURE 3



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

NORTH CHARLESTON STORE:
6029 RIVERS AVE
CHARLESTON, SC 29406

FIGURE 5



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



FLOOR & DECOR PARKING
AND TRIP GENERATION STUDY

TUCKWILA STORE:
17651 SOUTHCENTER PKWY
TUCKWILA, WA 98188

FIGURE 8

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

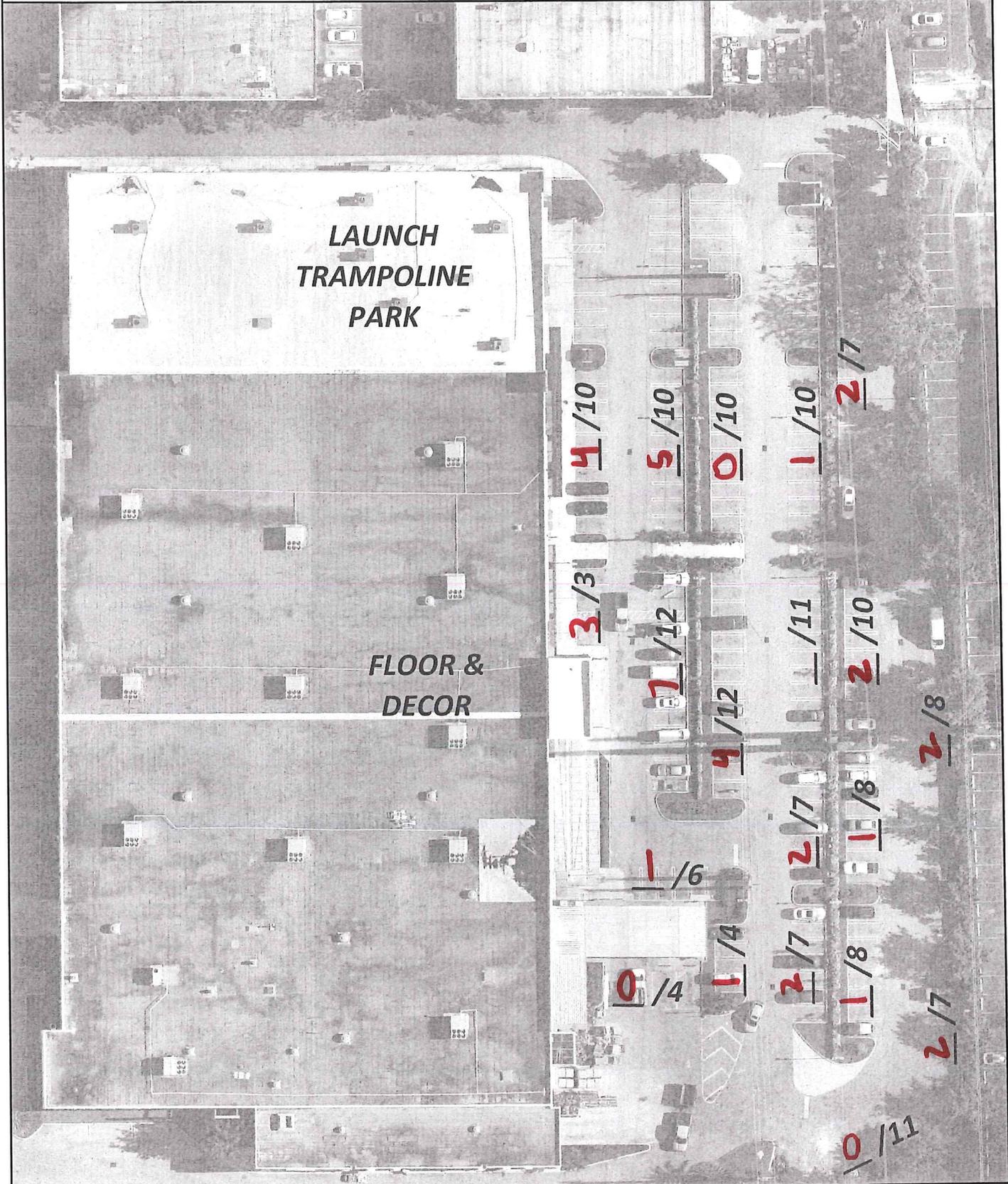
Time Period	Average Peak Parking Rate (Parked Vehicles Per 1,000 SF GLA)		
	Floor & Decor (From This Study)	Shopping Center (ITE Land Use 820)	Home Improvement Superstore (ITE Land Use 862)
Weekday	0.45	1.95	2.42*
Saturday	0.59	2.91	3.36

*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	1111 6	1 1
7:30 AM	7:45 AM	111 3	1111 6
7:45 AM	8:00 AM	111111 9	1111 4
8:00 AM	8:15 AM	111111 10	111 5
8:15 AM	8:30 AM	111111 7	11111111 12
8:30 AM	8:45 AM	11111 6	11111 6
8:45 AM	9:00 AM	111 5	111 3
9:00 AM	9:15 AM	1111111 9	1111111 11
9:15 AM	9:30 AM	1111111 11	111 4

= 68

= 53

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		

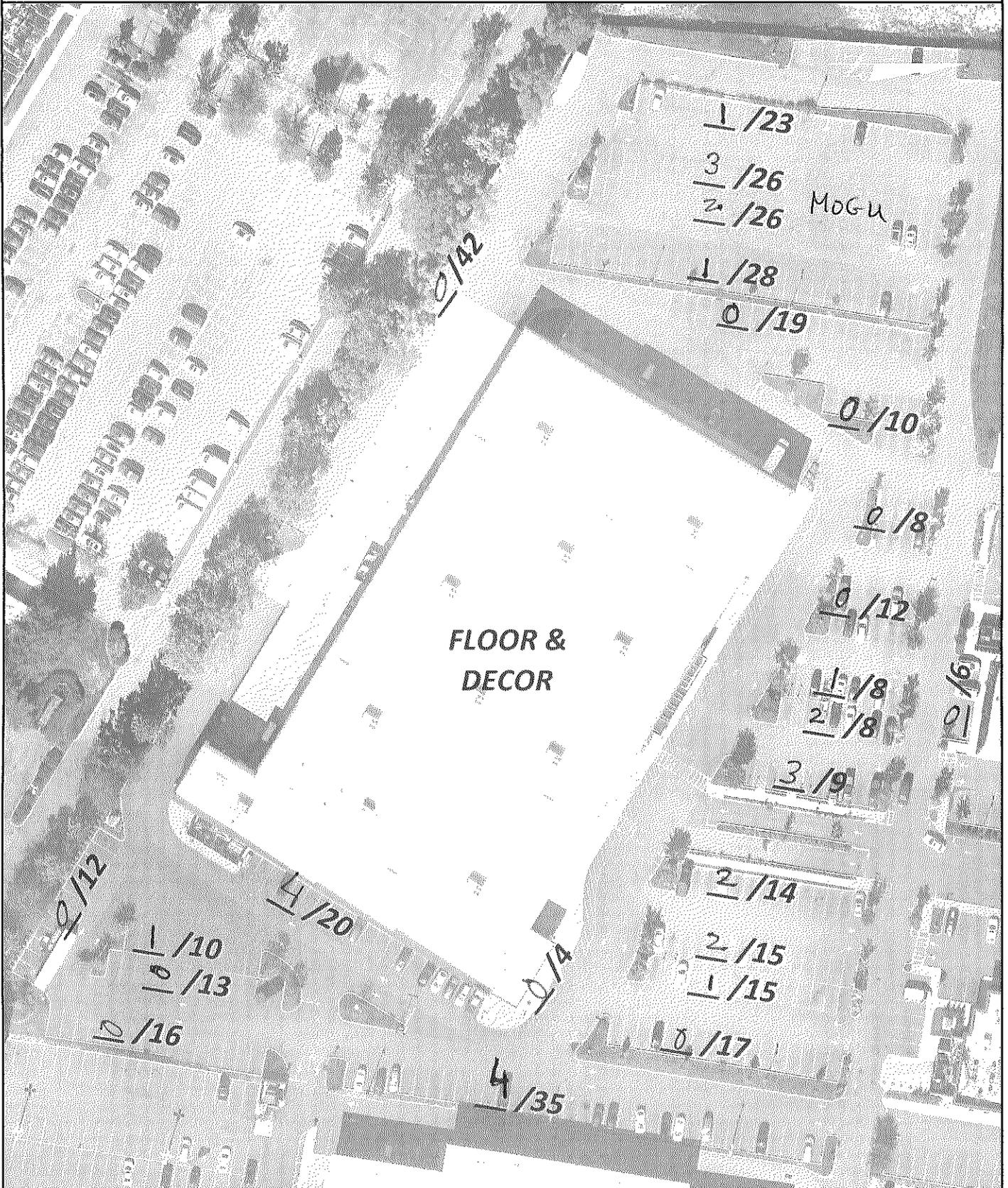
Location 1914 W Atlantic Blvd, Pompano Beach, FL 33069

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

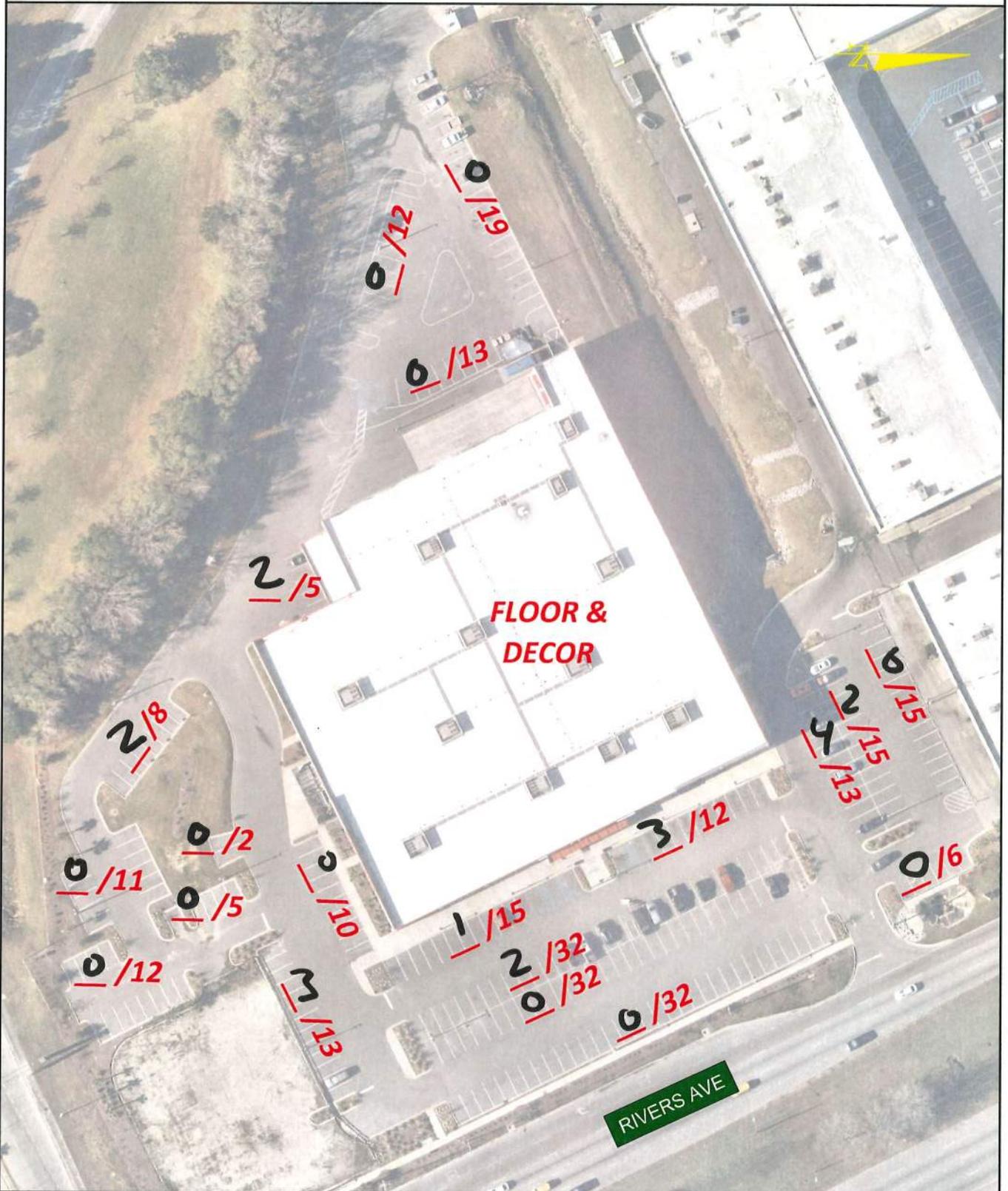
T = TRUCK

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		
7:45 AM	8:00 AM	T 	
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: 12/6/2022

TIME PERIOD: 4:45 PM

DATA COLLECTOR: Dalton Smith



FLOOR & DECOR

6029 RIVERS AVE
CHARLESTON, SC 29406

PARKING DATA
COLLECTION

6029
Rivers Ave

Location Floor & Decor N. Charleston

Date 12/6/22

Analyst L&K

9 = employce likely

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 Victoria 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	Total 59 Trips
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	Total 62 Trips
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	Total 78 Trips
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	

Weekday PM Trip Generation					
Tuesday, November 29, 2022					
From	To	Inbound Trips	Outbound Trips	Total Trips	
4:00 PM	4:15 PM	10	12	22	Total 80 Trips
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	Total 83 Trips
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	Total 64 Trips
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	
					Total 42 Trips

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	Total 54 Trips
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	

Weekday PM Trip Generation					
Tuesday, December 6, 2022					
From	To	Inbound Trips	Outbound Trips	Total Trips	
4:00 PM	4:15 PM	8	10	18	Total 51 Trips
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	Total 57 Trips
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	

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	Total 42 Trips
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	Total 73 Trips
9:00 AM	9:15 AM	12	5	17	
9:15 AM	9:30 AM	7	12	19	

Weekday PM Trip Generation					
Wednesday, December 7, 2022					
From	To	Inbound Trips	Outbound Trips	Total Trips	
4:00 PM	4:15 PM	5	17	22	Total 47 Trips
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	Total 47 Trips
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	

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	Total 61 Trips
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.

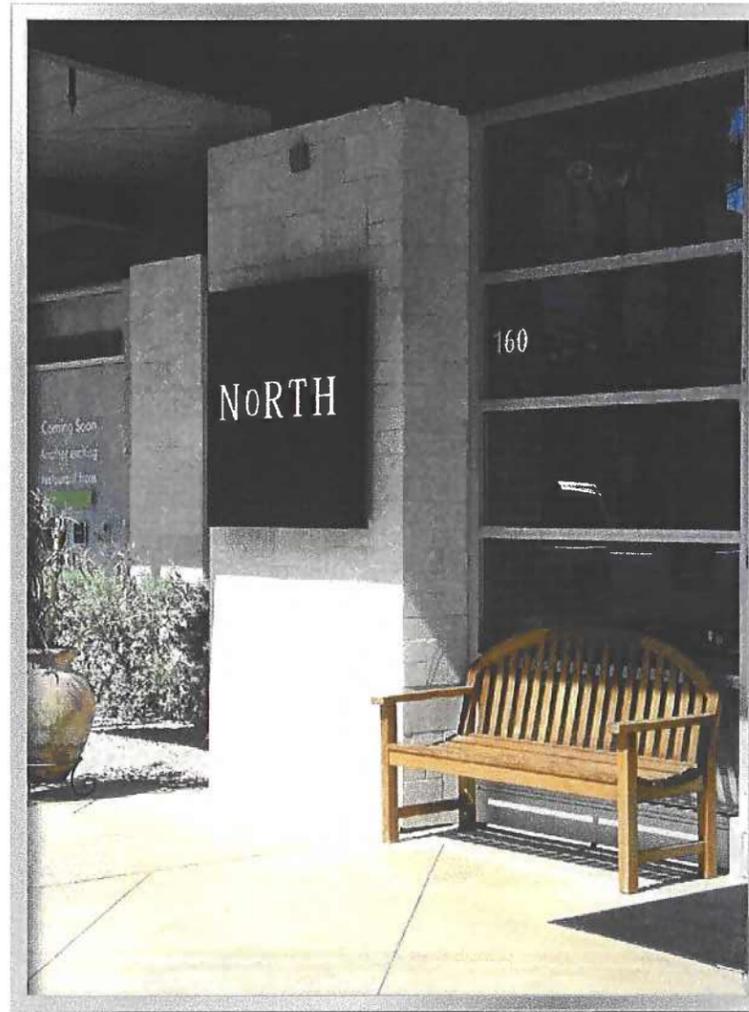
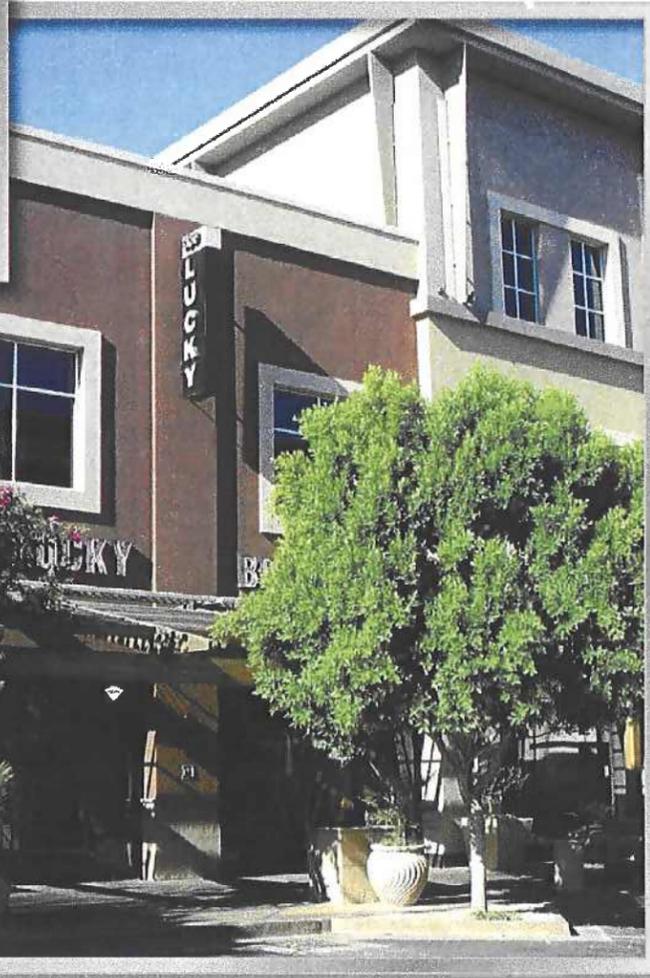
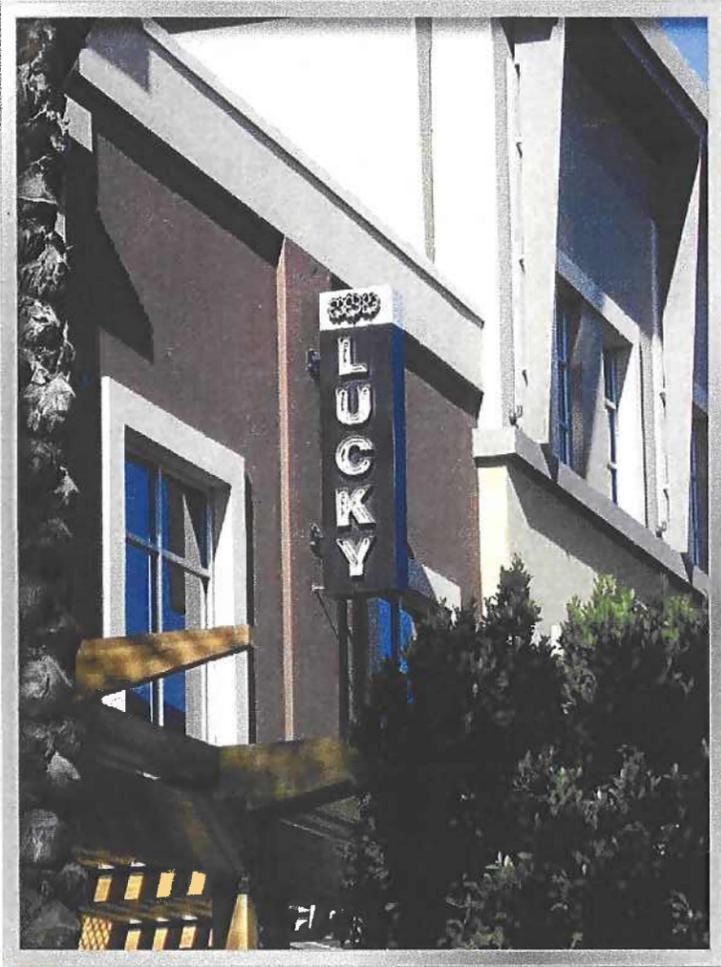
E. Sign Colors

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.



bleier
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FAX 602.395.0753
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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.

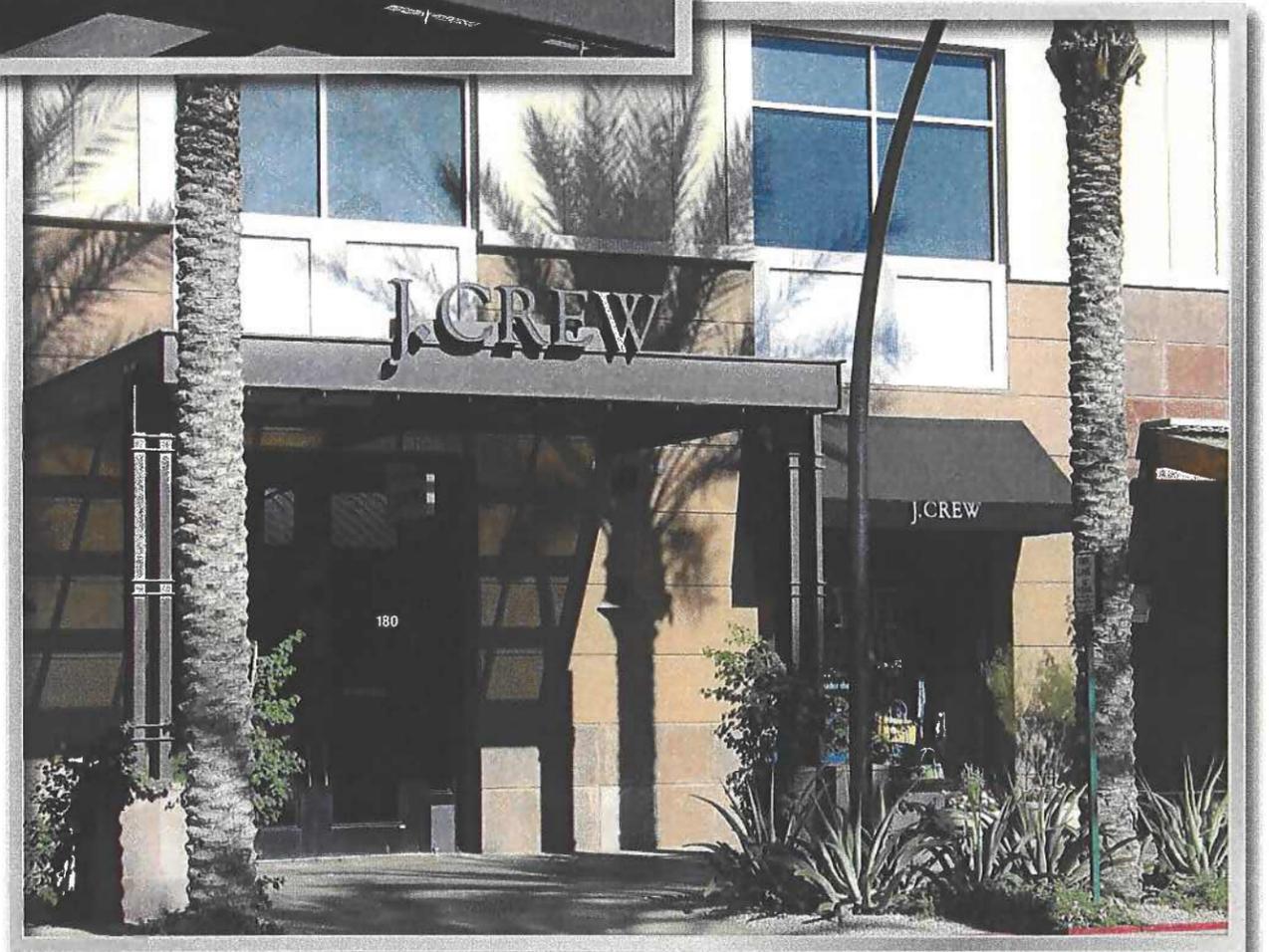
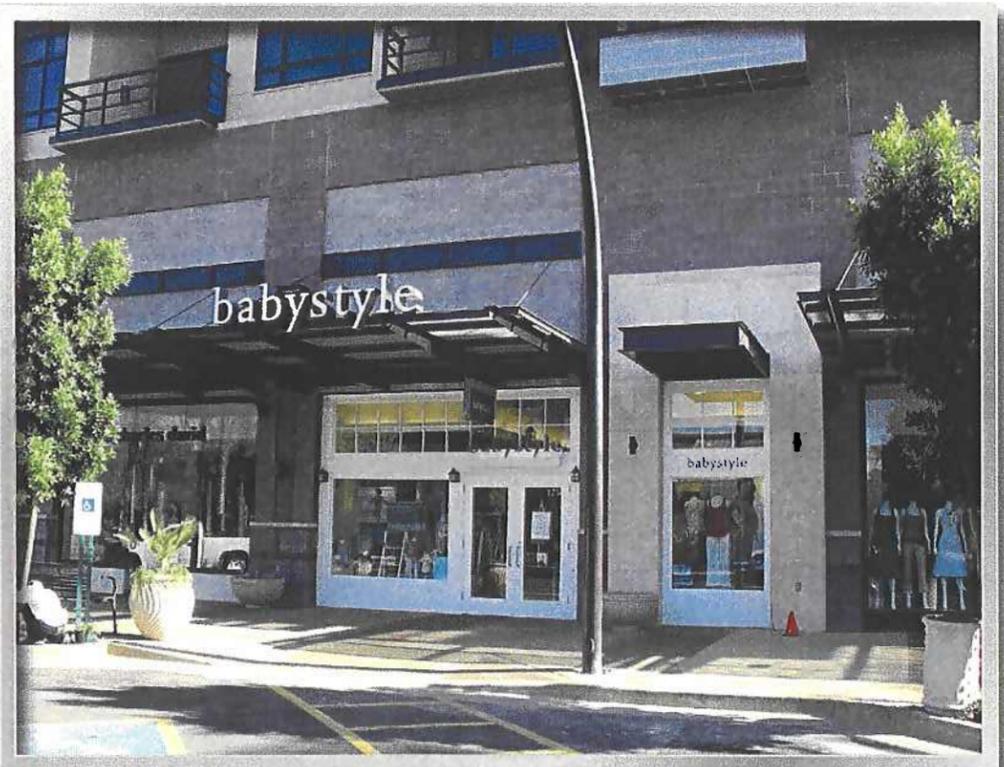
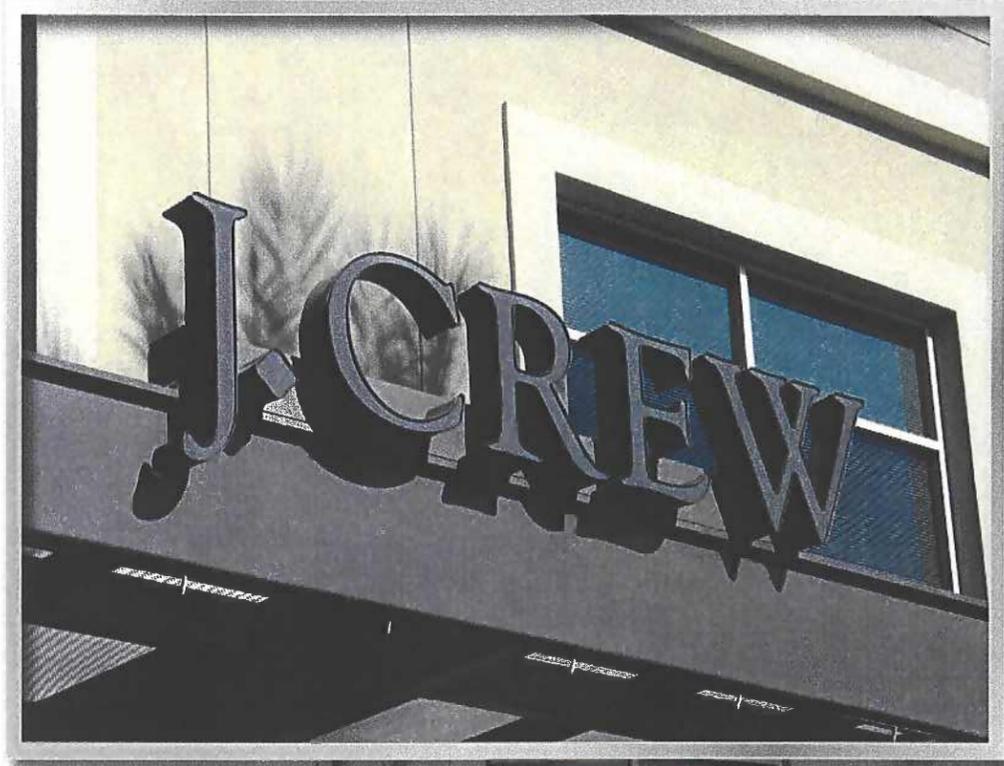
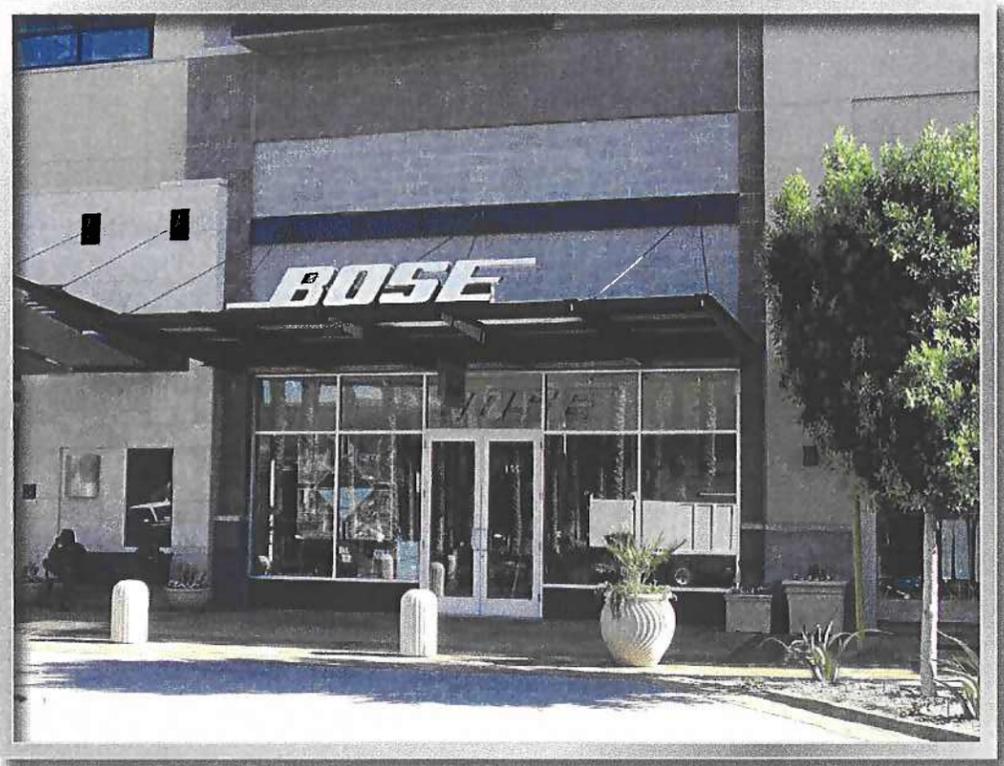
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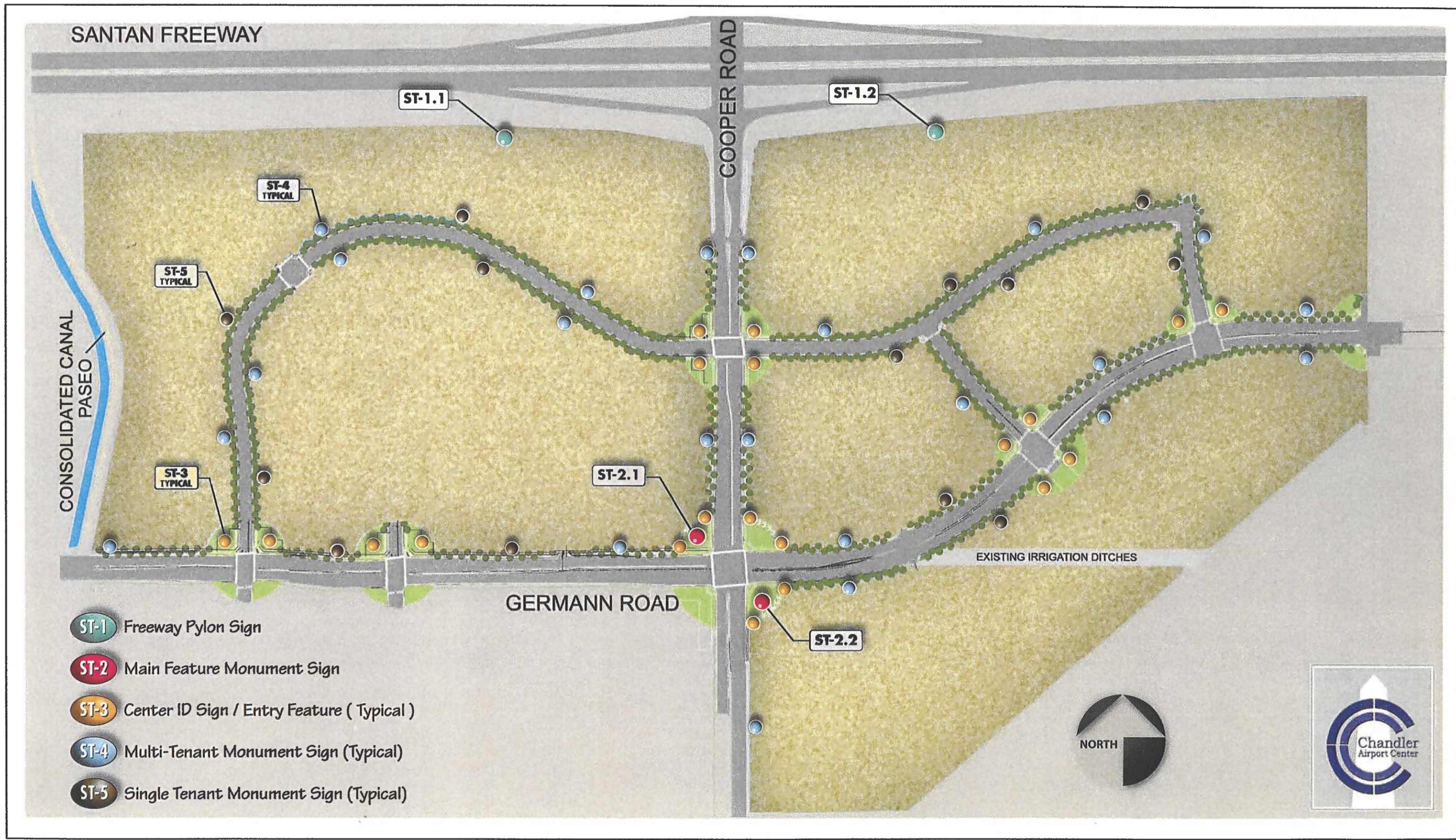
2030 WEST DESERT COVE AVE.
PHOENIX, ARIZONA 85029
602.944.3117
FAX 602.395.0753
SALES@BLEIERINDUSTRIES.COM

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	△
	△
	△

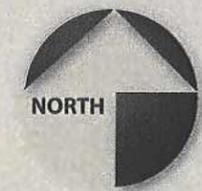
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APPROVED BY:
X





- ST-1** Freeway Pylon Sign
- ST-2** Main Feature Monument Sign
- ST-3** Center ID Sign / Entry Feature (Typical)
- ST-4** Multi-Tenant Monument Sign (Typical)
- ST-5** Single Tenant Monument Sign (Typical)



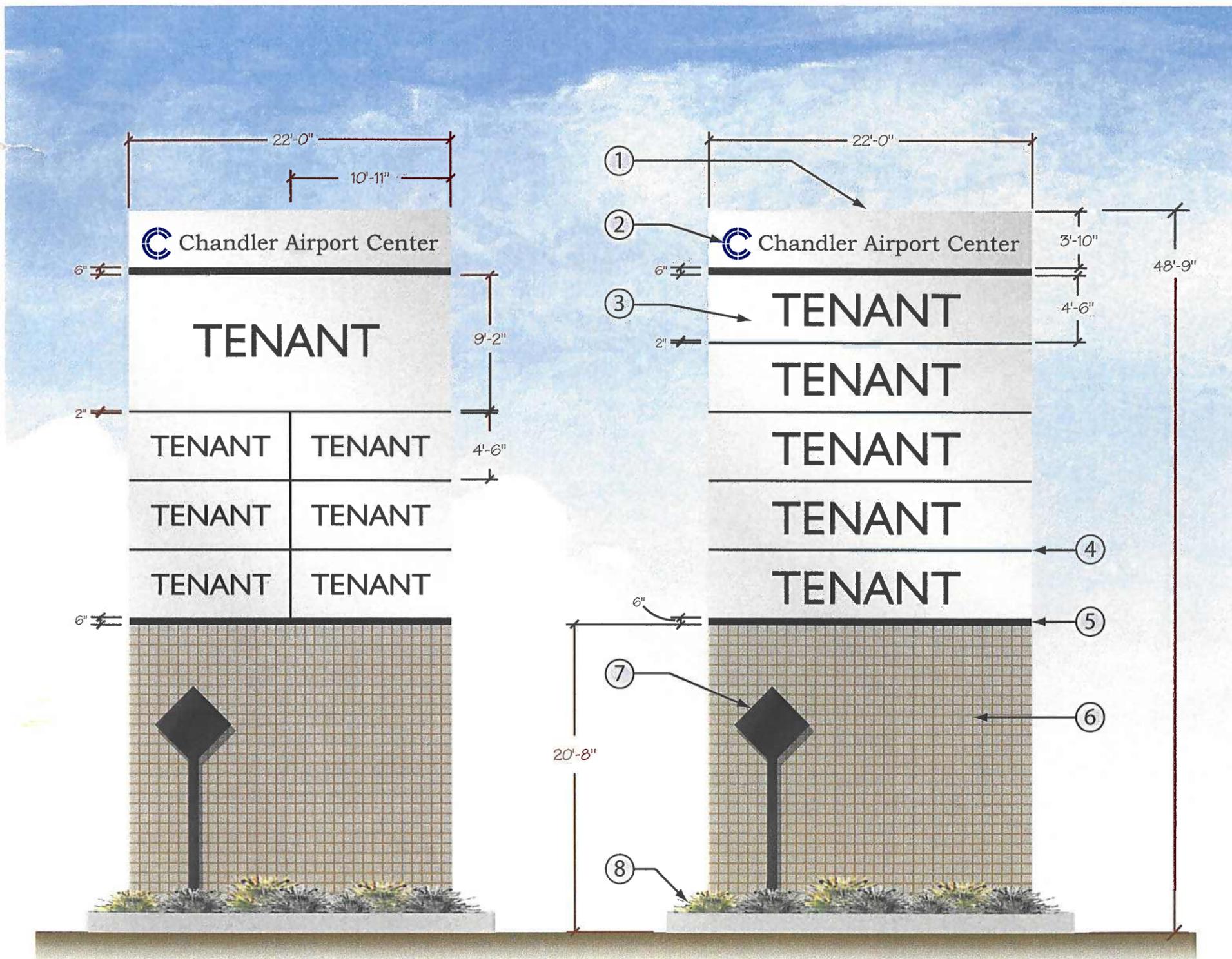


Freestanding Sign Matrix

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:

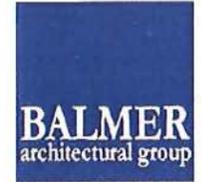
- 1) ST 1 Freeway Pylon and ST 4 Multi-Tenant Monument signs shall be configured to accommodate multiple tenant identification configurations. Individual panels may be combined or divided as necessary at the sole discretion of the Developer.
- 2) One (1) ST 4 multi-tenant monument sign shall be permitted 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
COPPORATE 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"

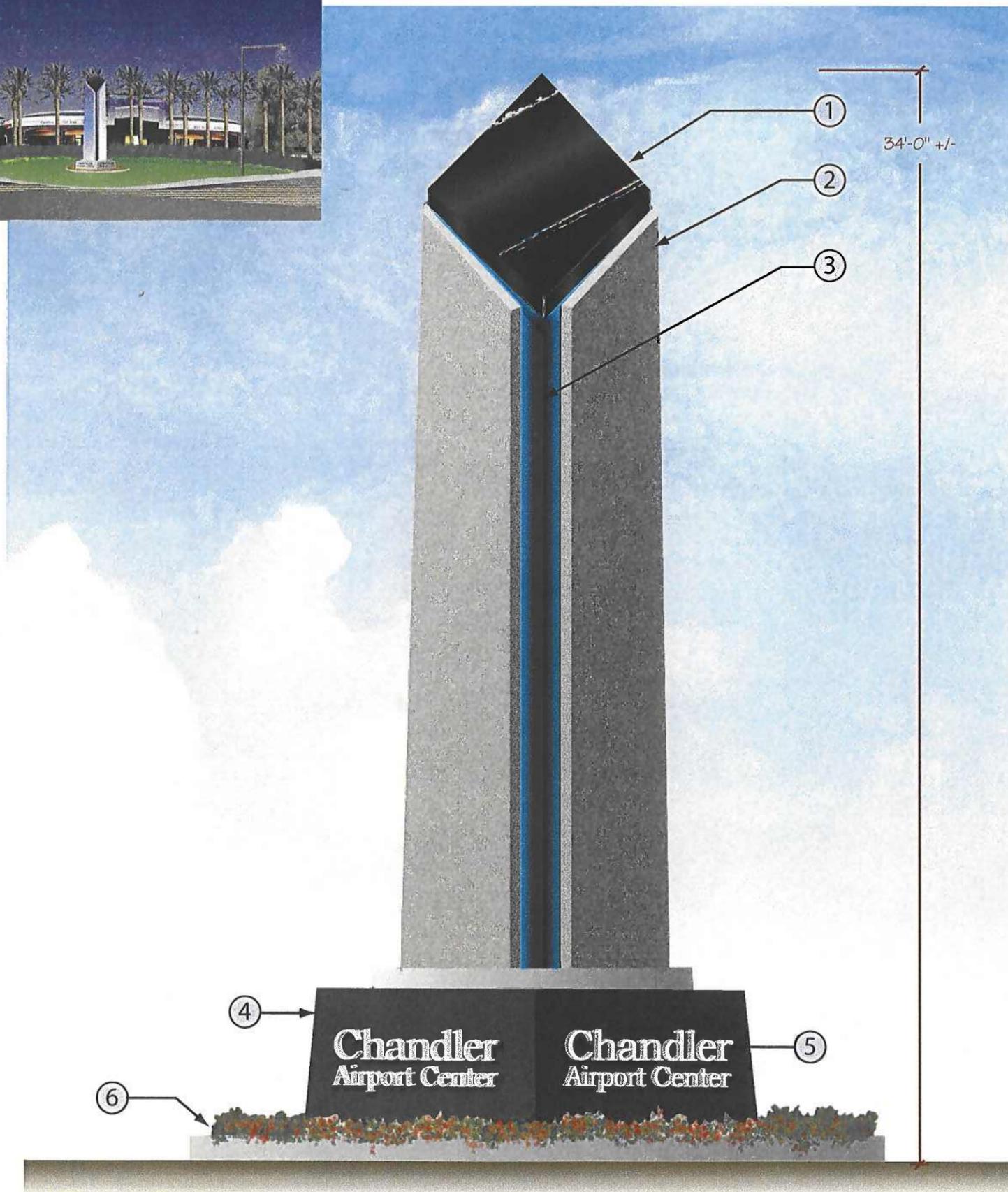


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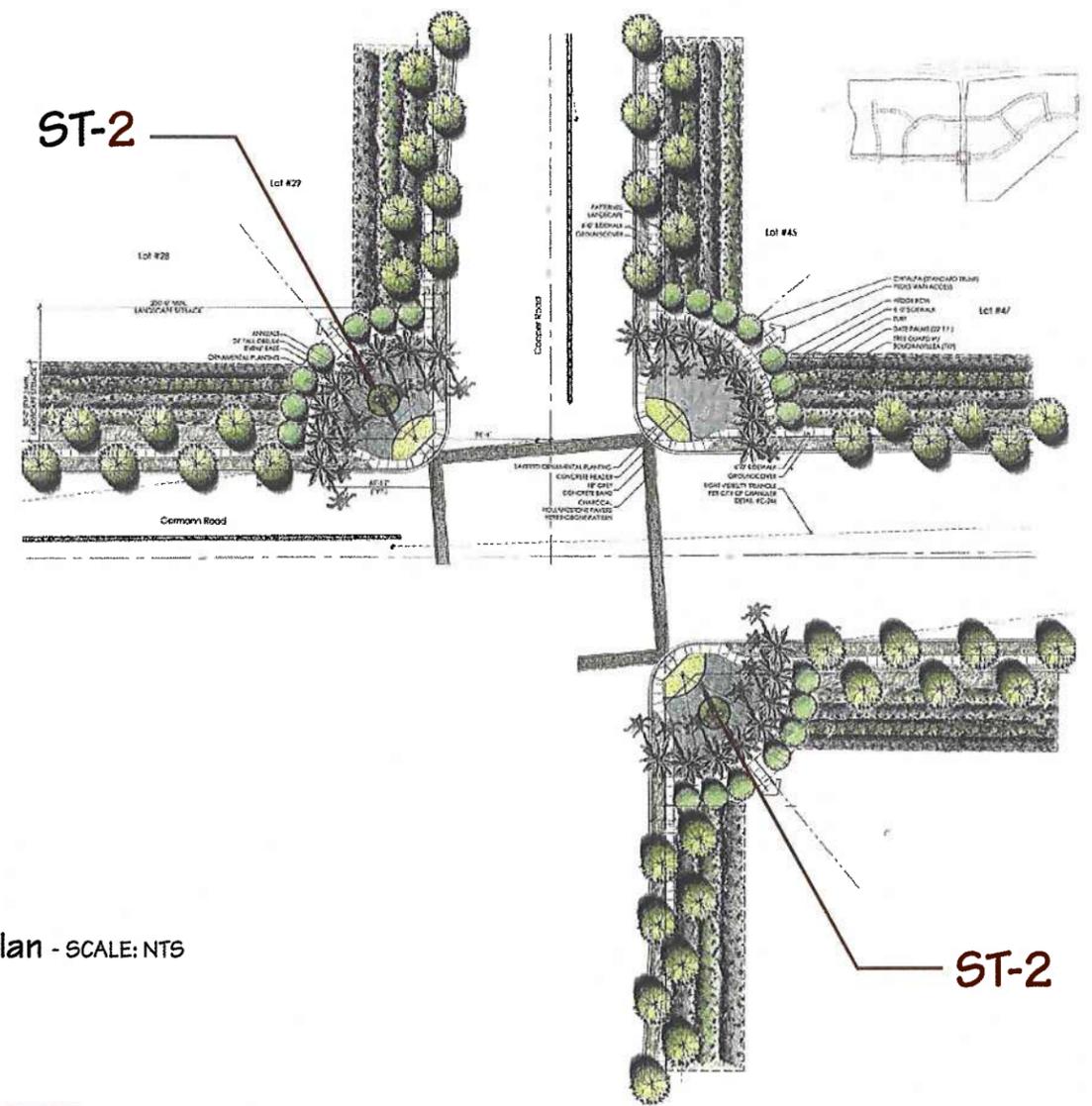


PROJECT: Chandler Airport Center Chandler, Az	DESIGN NO: 2005-J-020	DATE: 06/07/06
TITLE: Freestanding Sign	SCALE: 1/8" = 1'-0"	REVISIONS:
DESIGNER: Dan Horton	SALES: Paul Bleier	SHEET NO: ST 1

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- 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

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

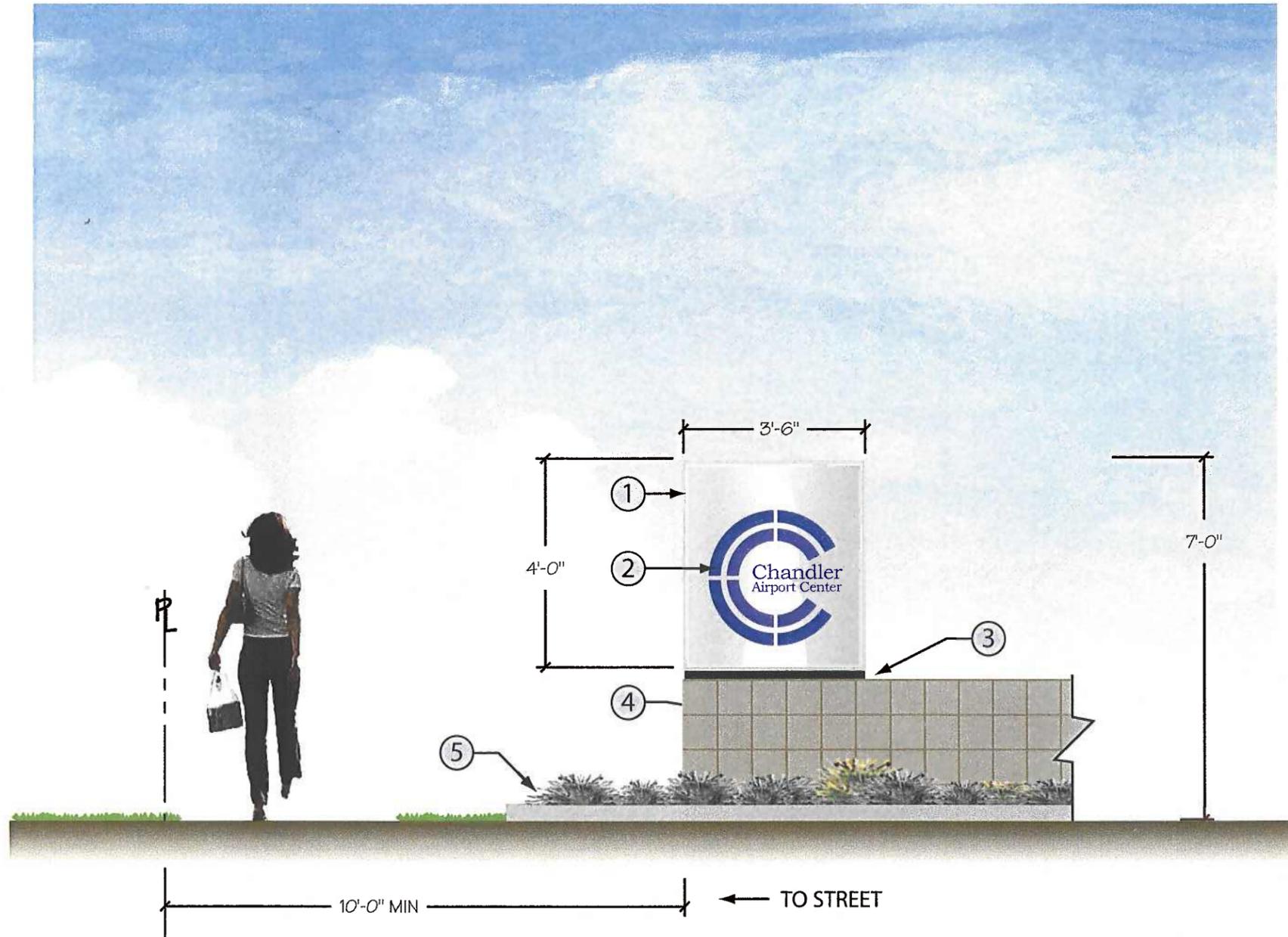


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PROJECT: Chandler Airport Center Chandler, Az	DESIGN NO: 2005-J-020	DATE: 06/07/06
TITLE: Freestanding Sign	SCALE: 1/4" = 1'-0"	REVISIONS:
DESIGNER: Dan Horton	SALES: Paul Bleier	SHEET NO: ST 2

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- ② TENANT PANEL PAINTED MATTHEWS BRUSHED ALUMINUM,
ROUTED GRAPHICS WITH ACRYLIC BACK-UP PER TENANT'S
CORPORATE 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"



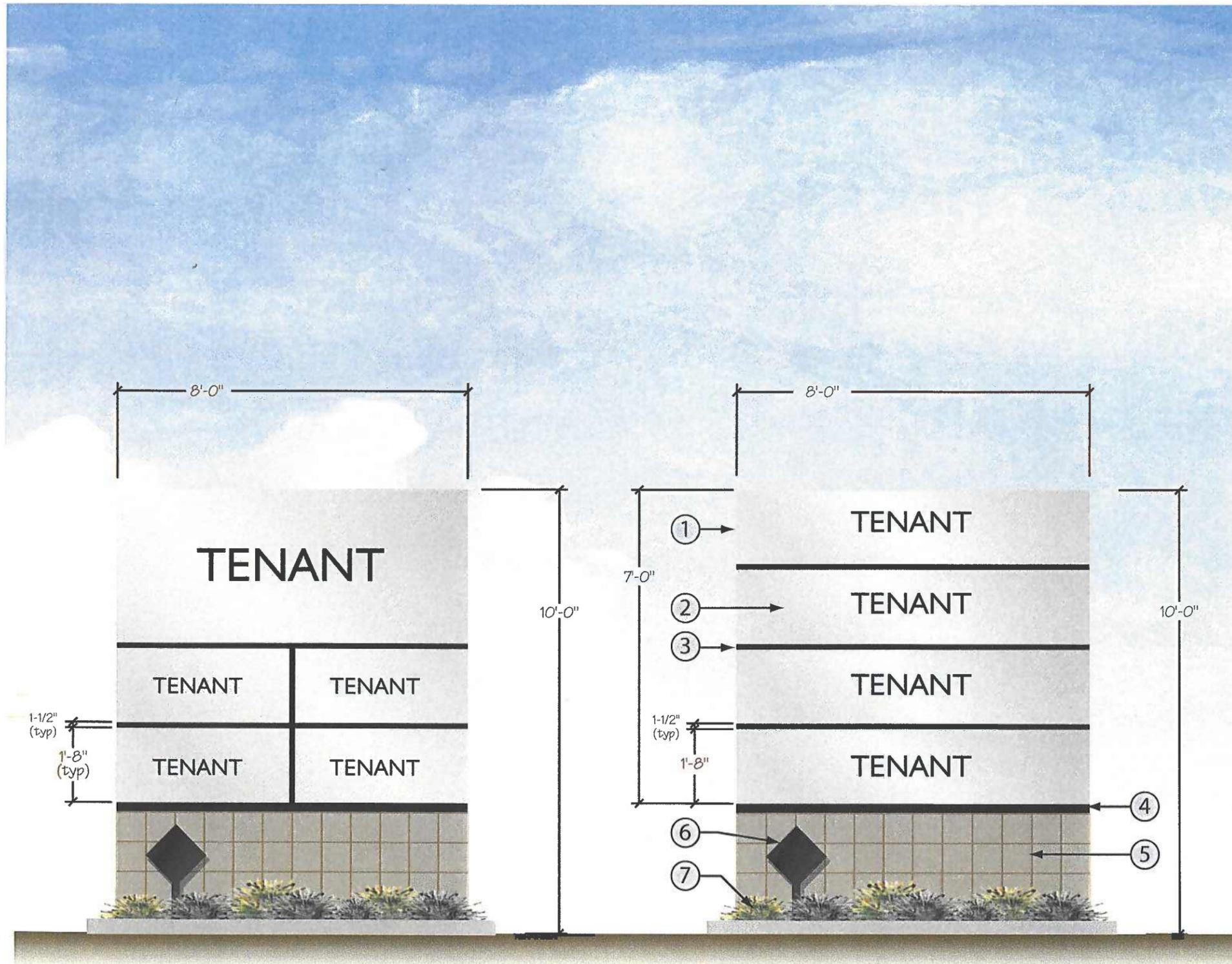
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PROJECT: Chandler Airport Center Chandler, Az	
TITLE: Freestanding Sign	DESIGNER: Dan Horton
SALES: Paul Bleier	

DESIGN NO: 2005-J-020	DATE: 06/07/06
SCALE: 3/8" = 1'-0"	REVISIONS:
SHEET NO: ST 3	

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- ② TENANT PANEL PAINTED MATTHEWS BRUSHED ALUMINUM,
ROUTED GRAPHICS WITH ACRYLIC BACK-UP PER TENANT'S
CORPORATE 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

ST-4 Multi-Tenant Monument Sign - SCALE: 3/8" = 1'-0"

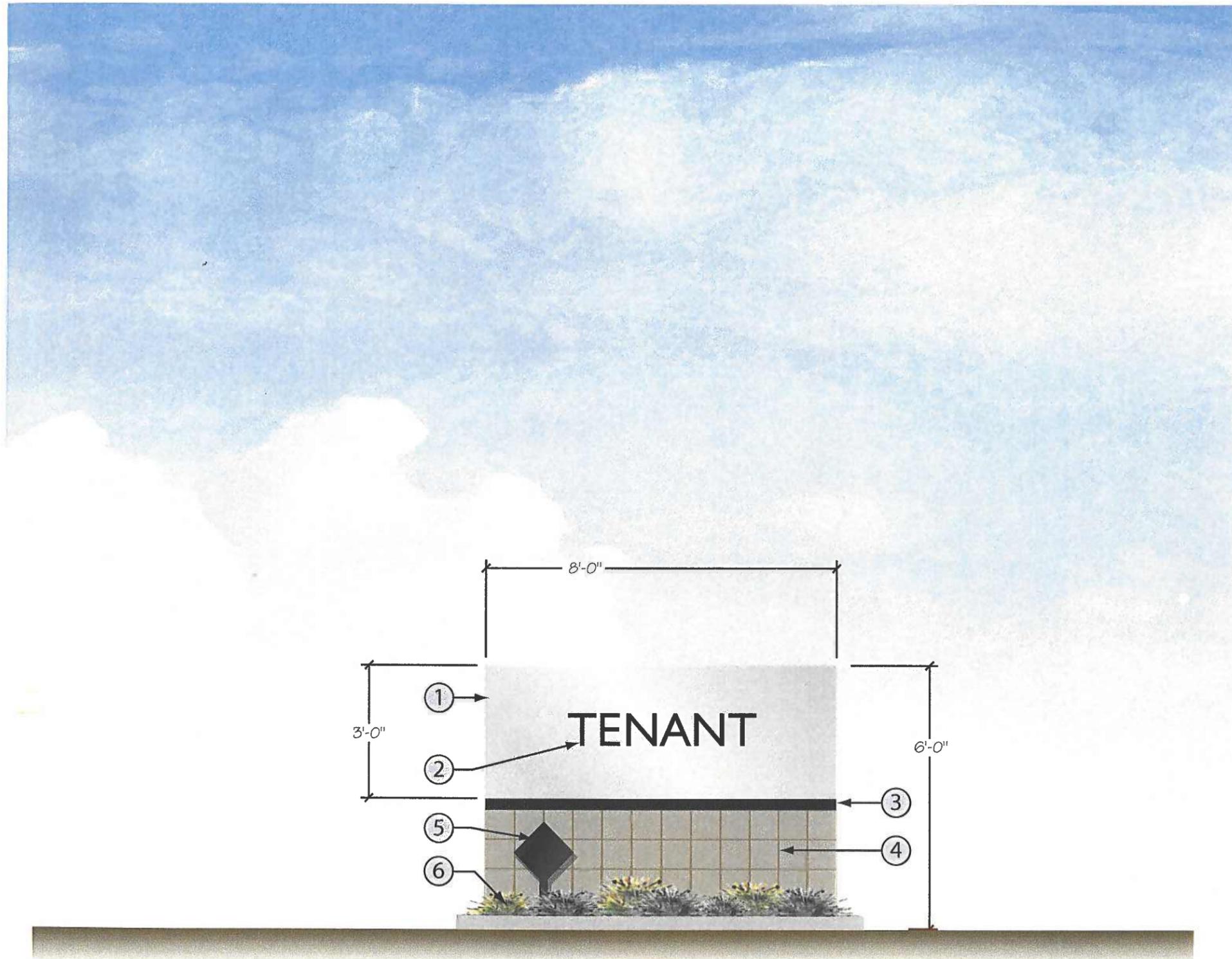


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PROJECT: Chandler Airport Center Chandler, Az	DESIGN NO: 2005-J-020	DATE: 06/07/06
TITLE: Freestanding Sign	SCALE: 3/8" = 1'-0"	REVISIONS:
DESIGNER: Dan Horton	SALES: Paul Bleier	SHEET NO: ST 4

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PAINTED MATTHEWS BRUSHED ALUMINUM
- ② TENANT PANEL PAINTED MATTHEWS BRUSHED ALUMINUM,
ROUTED GRAPHICS WITH ACRYLIC BACK-UP PER TENANT'S
CORPORATE 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"



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PROJECT: Chandler Airport Center Chandler, Az	DESIGN NO.: 2005-J-020	DATE: 06/06/06
TITLE: Freestanding Sign	SCALE: 3/8" = 1'-0"	REVISIONS:
DESIGNER: Dan Horton	SALES: Paul Bleier	SHEET NO.: ST 5

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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.**

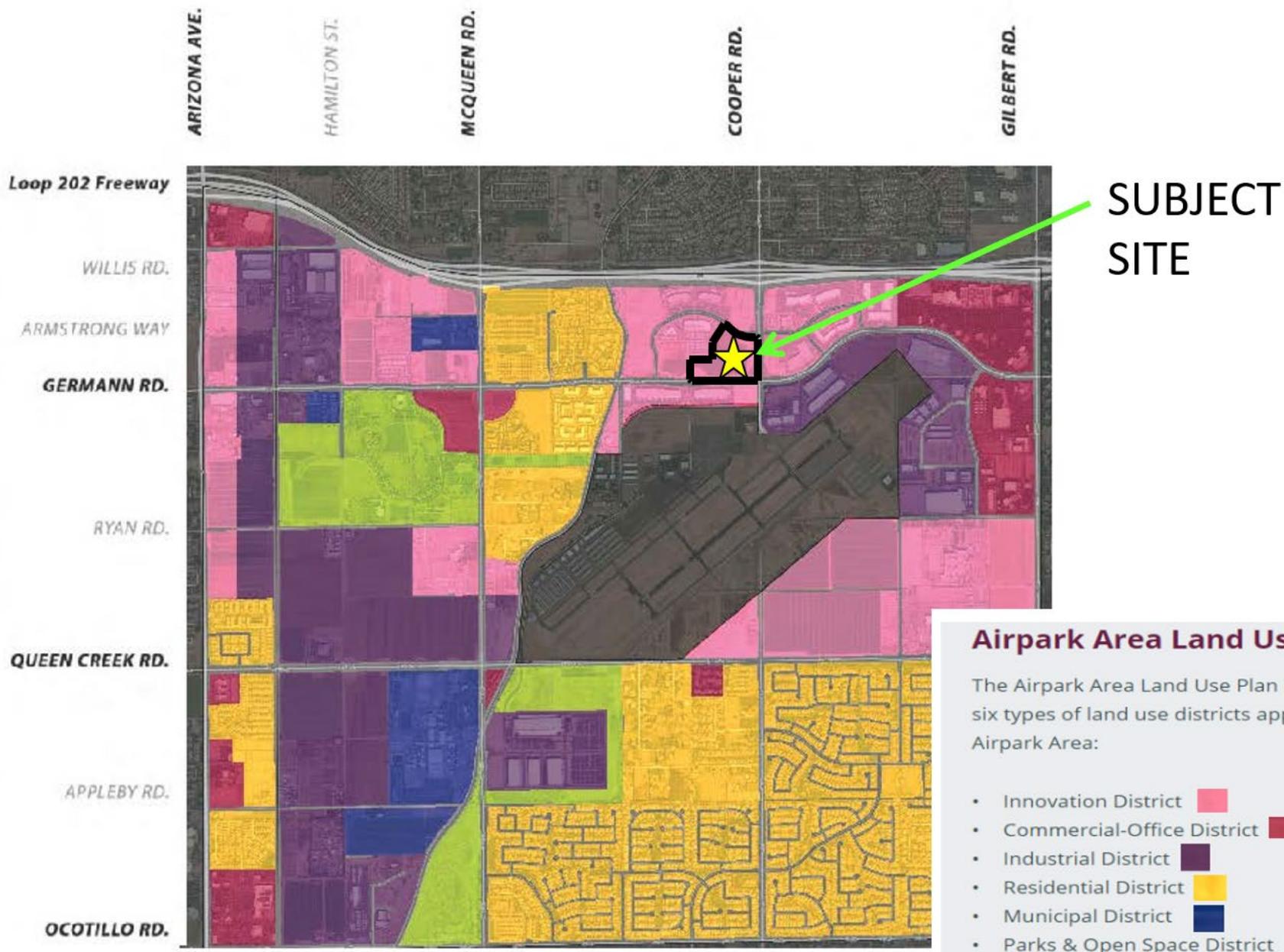
Recommended Corrective Actions: **Not applicable.**

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



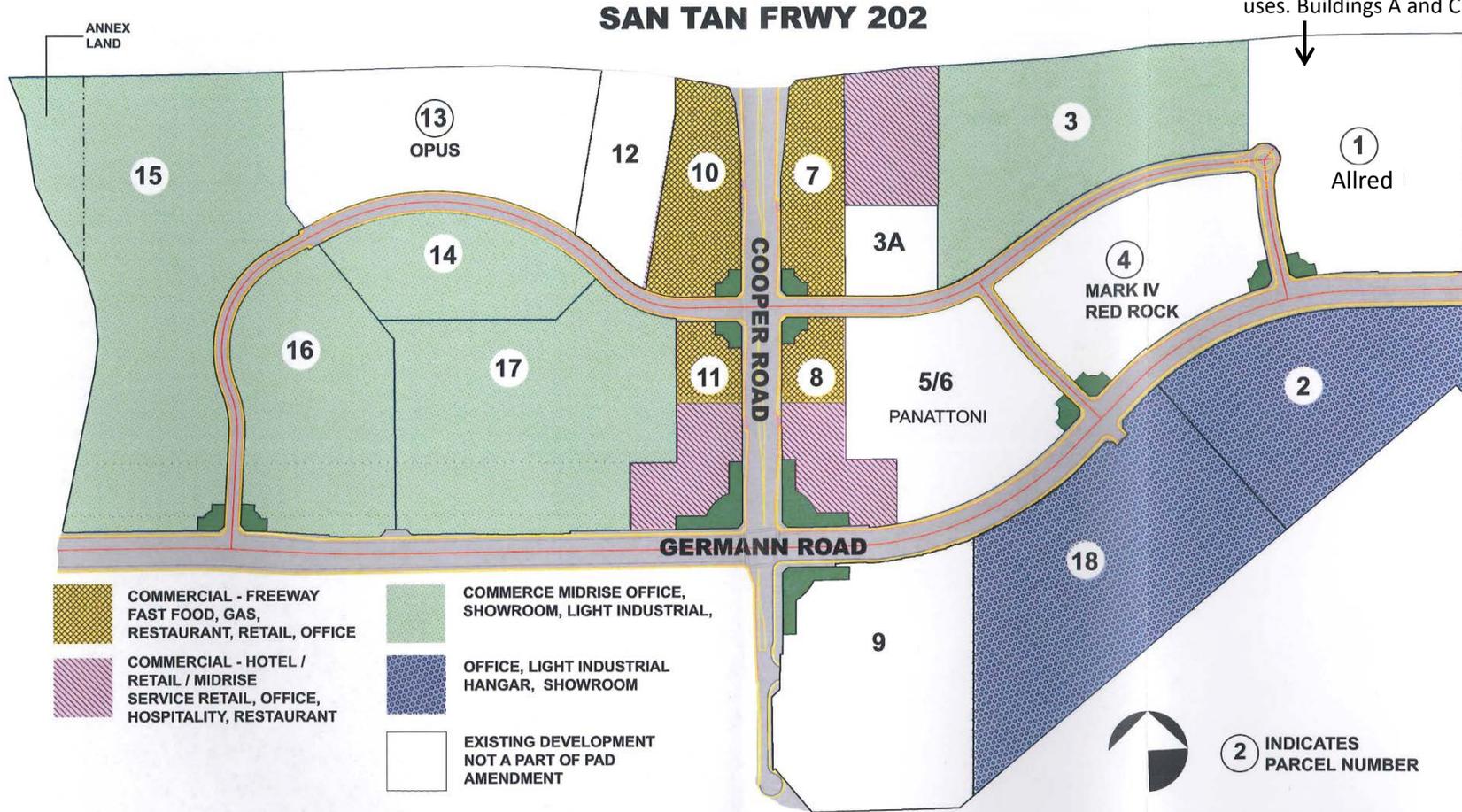
Airpark Area Land Use Element

The Airpark Area Land Use Plan map identifies six types of land use districts appropriate to the Airpark Area:

- Innovation District ■
- Commercial-Office District ■
- Industrial District ■
- Residential District ■
- Municipal District ■
- Parks & Open Space District ■

Chandler Airpark Area Plan 2021

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



CHANDLER AIRPORT CENTER
MASTER PLAN GENERAL USES



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 Airpark 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.

5

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. 24-015

Date: May 06, 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: PLH23-0048 Echo Suites Extended Stay by Wyndham
Request: Preliminary Development Plan (PDP) for site layout and building architecture on approximately 2.54 acres
Location: Southeast corner of Cooper Road and the Loop 202 Santan Freeway
Applicant: Joey Gimbut, P.E., EPS Group Inc.

Proposed Motion:

Move City Council approve Preliminary Development Plan PLH23-0048 Echo Suites Extended Stay by Wyndham for site layout and building architecture for a four-story hotel on approximately 2.54 acres, subject to conditions as recommended by Planning and Zoning Commission.

Background Data:

- Approximately 2.54 acre site
- Subject site is within the 134-acre Chandler Airport Center (CAC), approved under DVR04-0037 (2005)
- DVR04-0037 identifies hotel uses along Cooper Road and at freeway interchange
- Existing zoning is Planned Area Development (PAD) for Commercial with amended CAC master plan, approved in 2009
- Existing zoning generally supports C-2 uses, including Commercial Hotel Mid-Rise for multi-story hotels up to 70-feet in height
- Subject site is within the Chandler Airpark Area Plan (CAAP) and is designated as Innovation District

Surrounding Land Use Data:

North	Loop 202 Santan Freeway	South	Existing gas station and convenience store
East	Existing office development	West	Cooper Road, then an indoor entertainment facility

General Plan and Area Plan Designations:

Plan	Existing	Proposed
General Plan	Employment and within the Chandler Airpark Growth Area	No change
(insert area plan name if any)	Innovation District	No change

Proposed Development

Subject Site	Approximately 2.54 acres
Building Square Footage	Approximately 53,600 square feet
Max Building Height	Four stories total 50 feet high to tallest parapet wall Heights over 45 feet allowable due to existing Mid-Rise Overlay
Guest Rooms	124
Parking Spaces	Required: 124 Provided: 127
Site Layout	Primary site access: off Cooper Road Secondary access: via existing development to east Primary building entrance: west elevation, under porte-cochère Parking surrounding building Outdoor seating area and activity lawn north of main entrance
Building Setbacks	Front (east property line at Cooper Road): 50 feet Side (south property line): 20 feet Side (north property line): 50 feet Rear (east property line): 20 feet
Building Materials	Southwest contemporary architectural style Sandblast finish EIFS Smooth finish EIFS Prefinished metal accents Integral colored thin-brick – veneer application

	Integral colored thin-brick – stack application Architectural storefront and non-reflective glazing
Amenities	A guest lounge, fitness center and laundry facility on the 1st floor. An outdoor seating area and activity lawn near the main entrance. A high-quality drop-off area with porte-cochère at main entrance at west elevation facing Cooper Road.

Review and Recommendation

The proposed four-story hotel will be approximately 53,600 square feet on approximately 2.54 acres and feature 124 guest rooms with a lounge, fitness room and laundry area on the first floor. There is a covered outdoor seating area with raised planters and an adjacent activity lawn near the main entrance which complements the porte-cochère covered entry at the front. The main entrance to the site is from Cooper Road, with drive aisles and parking provided at all sides of the building. A covered canopy / porte-cochère is prominently featured at the main entrance facing toward Cooper Road. The proposed development exceeds the parking requirements.

The proposed hotel features high quality EIFS finishes, with an engineered stucco material that offers a consistent quality across all elevations. Sandblast and smooth EIFS finishes create textural contrast and are rendered in a color palette of six complementary colors. Durable thin brick siding is applied in both a veneer and a stack application to create greater visual interest and texture. Prefinished metal accents and storefront systems with gray tinted and low-reflective glazing round out the materials applied across all elevations.

The proposed max building height of 50 feet is allowable due to an existing Mid-Rise Overlay secured under DVR04-0037 that allows building heights up to 70 feet. The applicant is proposing a facade that achieves an asymmetrical balance through the use of differing fenestration, angled architectural features and parapet heights. The building massing helps to create a composition that is visually appealing and relatable on a human scale. The interplay between color, materials and forms combine to create visually interesting elevations.

The city's four-sided architecture requirement is satisfied by utilizing materials, massing, and forms primarily at the east and west elevations and to a somewhat lesser degree at the north and south elevations. The end result successfully creates an architecturally enhanced building on all four sides.

Planning staff has reviewed and supports the request for preliminary development for site layout and building architecture. The proposal meets the goals of design within the Chandler Airpark Area Plan and the General Plan. Planning and Zoning Commission recommends approval.

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 residential properties in close proximity to proposed site.
- Neighborhood notice was posted on social media via Next Door.
- 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 April 10, 2024

Motion to find no conflict with existing or planned airport uses

In Favor: 5 Opposed 0 Absent: 1

The Airport Commission reviewed the request in accordance with the Airport Conflicts Evaluation Process. Discussion about the proposed development focused on the building height and the potential for glare from site lighting. Staff indicated the lighting would be similar to site lighting used in the area currently and would be shielded to eliminate any glare. The Airport Manager explained that at 50' high, the building would not be in conflict with airport activities. The Airport Manager has issued a conflicts evaluation report indicating that the Airport Commission determined that the proposed development does not constitute a conflict with existing or planned airport uses. A copy of the Airport Manager's report detailing the Airport Commission's findings is attached to this memo.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting April 17, 2024

Motion to Approve

In Favor: 6 Opposed: 0 Absent: 1 (Quinn)

At the Planning and Zoning Commission Study Session, Chair Heumann suggested and the Commission supported PDP stipulation #10, requiring the applicant to provide charging stations for electric vehicles.

Recommended Conditions of Approval

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 "Echo Suites: Chandler, AZ" and kept on file in the City of Chandler Planning Division, in File No. PLH23-0048, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified, or supplemented by the Chandler City Council.
2. The site shall be maintained in a clear and orderly manner.
3. Landscaping plans (including for open spaces, rights-of-way, and street medians) and perimeter walls shall be approved by the Planning Administrator.
4. Landscaping shall be maintained at a level consistent with or better than at the time of planting.
5. 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.
6. Preliminary Development Plan approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Preliminary Development Plan shall apply.
7. All mechanical equipment, including HVAC, utility meters, etc. shall be screened from view by material(s) that are architecturally integrated and consistent with the proposed buildings.
8. Sign packages, including free-standing signs as well as wall-mounted signs, shall be designed in coordination with landscape plans, planting materials, storm water retention requirements, and utility pedestals, so as not to create problems with sign visibility or prompt the removal of required landscape materials.
9. 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.

10. Applicant shall provide charging stations within the parking area.

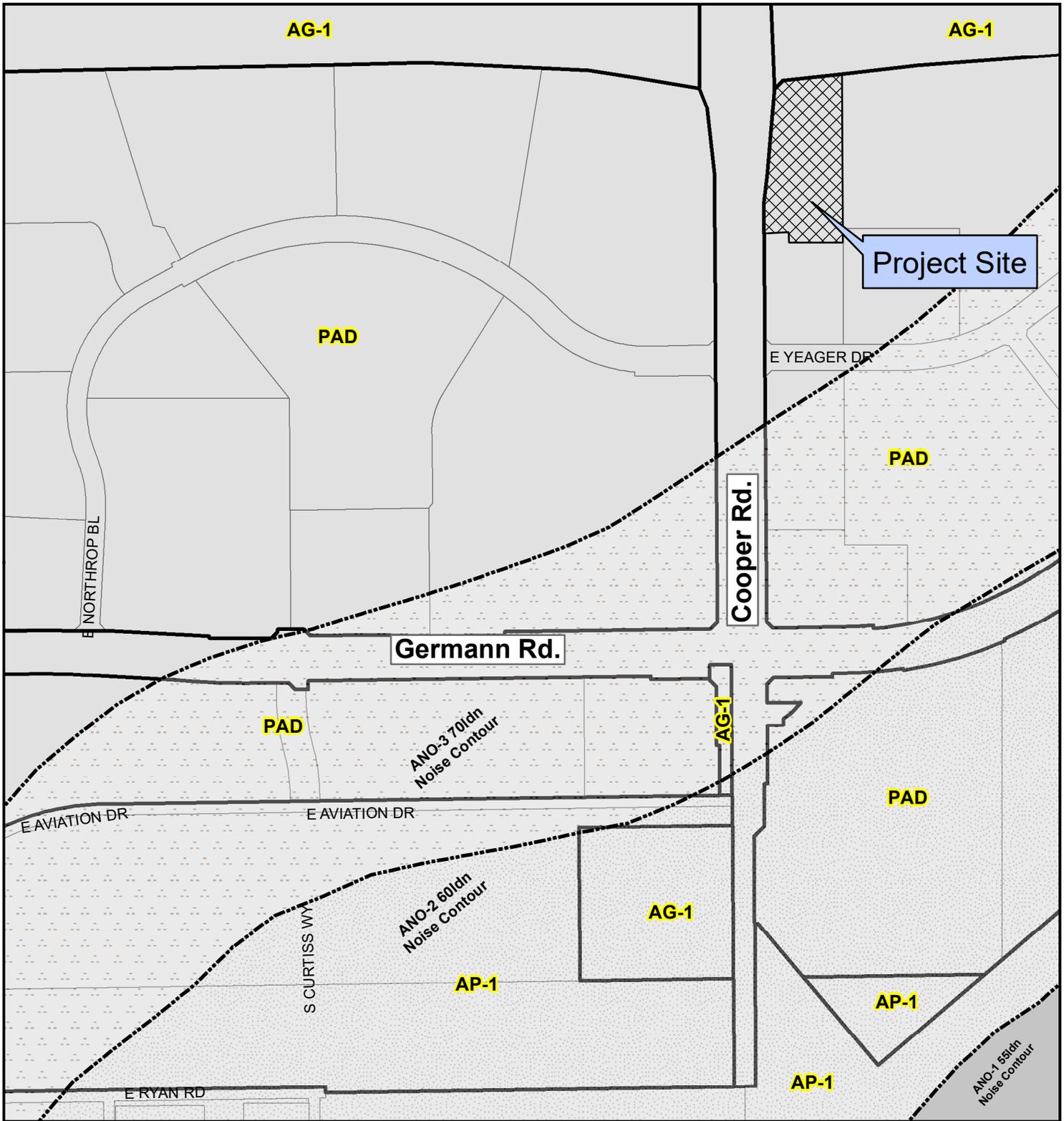
Attachments

Vicinity Maps

Development Booklet

Airport Conflicts Evaluation

CAC Master Plan



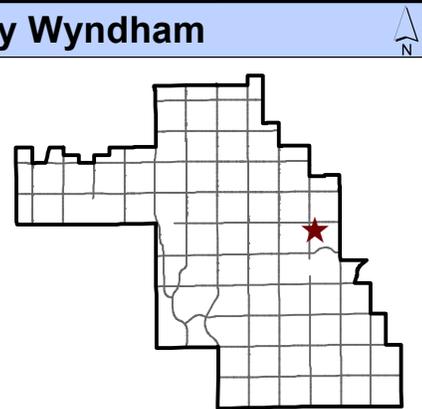
 **PLH23-0048 Echo Suites Extended Stay by Wyndham**

Proposed Project Details

PDP
 2.54 Acres (Net)
 Hotel-Current zoning allows hotel uses with Mid-Rise Overlay



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





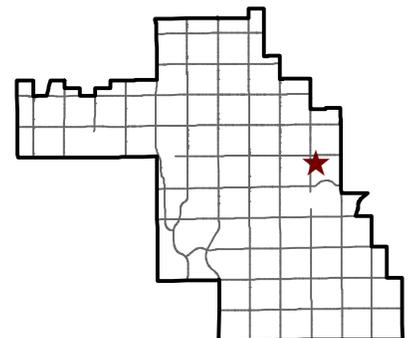
PLH23-0048 Echo Suites Extended Stay by Wyndham

Proposed Project Details

PDP
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City of Chandler Planning Division
chandleraz.gov/planning
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ECHO SUITES : CHANDLER, AZ

DESIGN FINALIZATION

CLIENT: SANDPIPER HOSPITALITY LLC

04.15.2024 - REVISION 04 DESIGN PACKAGE



modus

Sandpiper: Chandler Echo Suites Project Narrative

Sandpiper, LLC (the developer) is proposing to construct a 124 room Echo Suites Extended Stay by Wyndham on parcel 303-31-356, located on the Southeast corner of S Cooper Road and Santan Fwy (202 Loop). Echo Suite is a new extended stay concept that we at Sandpiper have worked closely with Wyndham in developing. We strongly believe it will thrive in the area and serve a significant market need in Chandler. We are currently requesting Preliminary Development Plan (PDP) approval for this Echo Suites project.

The building we are proposing would be a four story, wood-built hotel with a ground floor area of approximately 13,398 square feet (Approx 53,600 SF total). We intend to construct 128 parking spaces for guest and employee parking, with on-site amenities to include a workout room, on-site laundry, and patio seating. As part of the extended stay concept, each room will provide guests with a full refrigerator and cooking area (cooktop and microwave), as well as ample closet and working space, making it an ideal choice for guests looking for a length of stay of more than 2-3 days. We intend to have the property managed by our world class property management company, Sandpiper Hospitality.

Benefit to Chandler

We believe our proposed hotel fits well within the Chandler community and will be a beneficial asset towards the continued growth and economic development of the area. By providing an attractive, modern design for our property, we will benefit surrounding businesses substantially, both by providing customers to local retail through our guests, and by further improving the area's appearance to other traffic, particularly the high volume of traffic on Loop 202.

We are confident our hotel will assist Chandler's economic prosperity primarily by contributing to business retention, expansion, and attraction. Our customers contribute as they are generally working in the area or vacationing. Further, we will contribute by enhancing the property value and the real estate tax base, as well as through sales and occupancy taxes. We anticipate a significant portion of our guest mix to originate from the corporate training, travel, medical, real estate, and construction industries, which we believe will help facilitate new business growth and encourage development in the future. Our Echo hotel will become an important part of the infrastructure of a growing community like Chandler.

Proposed Building Specifications and Design:

Please see our conceptual site plan for visual representation of lot design, parking, and site circulation.

- **Site circulation:** Our intent is to provide one point of vehicle entrance/exit to the parcel on S Cooper Rd near the Southwest corner of the Parcel. We do not anticipate that our property will have a significant impact on traffic on S Cooper Rd, but are working with our Civil Engineer to prepare a Traffic Impact Statement. On-site, there is ample room for vehicles to maneuver around all sides of the building, as well as room for vehicles to approach the entrance of the building for check-in without impeding traffic flow. There will be a porte cochere at the entrance to the building to improve check-in experience.
- **Parking:** Our intent is to provide 128 spaces for guests and employees, which we believe will easily satisfy demand for the hotel. We will provide parking adjacent to the building on the East and West sides, including Handicap Spaces, with the bulk of the parking to be placed on the East and West sides of the parcel.

- **Drainage:** On-site stormwater retention will be required. At-grade retention will be provided where possible, and underground retention will be provided as required. Any existing on-site retention basins for offsite drainage may be incorporated into the proposed on-site storm drainage improvements if required.
- **Architecture:** Please see architectural designs for technical information and building specifications. Through the artful articulation of diverse building materials, the interplay of dynamic geometries, and the inclusion of sweeping roof forms, this architecture cultivates a sense of "flight." Every detail is a contribution to a harmonious character, where the alternating extrusion of bricks in every other course and the sleek, dark linear forms seamlessly sliding and connecting multiple facades impart a unique identity to Chandler's Airport Center.
- **Landscaping:** Our current landscaping plans provide ample tree coverage throughout the parking lot and around the exterior of the site. We also intend to provide a courtyard space for exterior shaded guest seating on the North of the building.
- **Operations:** Our intent to is to operate the hotel 24/7, with an employee onsite to run the front desk at all times. We will likely have 8-10 total associate employees, with 6 employees likely onsite at max capacity.

Current State of the Property

The proposed site consists of vacant, graded land with minimal low-lying vegetation, and has been vacant since at least 2005. There are no current onsite operations. We believe the parcel condition and size present an excellent opportunity for a hotel property, with ample space for parking and more than enough setback space to avoid crowding streets as well as neighboring businesses. The total site area is 2.54 Acres (110,642 square feet). The building width and length is roughly the same as prototype and comparable to Peoria – 251' x 52'.

Sandpiper ordered a Phase 1 Environmental Site Assessment as part of its due diligence for the site, which did not identify any physical features or environmental considerations we believe would impact the property.

Existing zoning is Planned Area Development (PAD) for Hotel, Service Retail, Commercial and Office/Light Industrial uses with a Midrise Overlay, approved as 2005 Chandler Airport Center PAD (DVR04-0037). See Ordinance Number 3673. The existing Midrise Overlay allows buildings of a maximum height of 70 feet. The PAD establishes the required development standards.

Echo Suites Extended Stay by Wyndham

Echo Suites is Wyndham's 24th brand, and biggest investment to date in the Extended Stay market segment, as well as its fastest growing brand in the development pipeline.

Sandpiper has worked closely with Wyndham to design Echo Suites and believe it will be the premier brand in the extended stay space, in terms of market share, appearance, and guest experience. From the genesis of the brand, Wyndham has asked for our feedback to ensure they constructed a product that is tailor-made to have success in the extended stay sector. Sandpiper is contracted to be the largest Echo Suites developer based on our current commitment, with agreements in place to be the sole Echo Suites developer in 8 major markets, including the Greater Phoenix MSA, where we are confident we will have consistently high occupancy.

In November, Sandpiper teamed with Wyndham leadership to break ground on our first Echo Suites in Sterling, VA – our groundbreaking also served as the official brand announcement from Wyndham CEO

Geoff Ballotti, further emphasizing our partnership with Wyndham on this exciting new opportunity.
Wyndham Echo Suites Brand Announcement

For additional information about Echo Suites as a brand, please visit Wyndham's official website:
<https://development.wyndhamhotels.com/brand/echo-suites-extended-stay-by-wyndham/>

**About Us:
Sandpiper LLC**

Sandpiper, LLC is an industry leading developer and manager of midscale and economy extended stay hotels headquartered in Richmond, VA. Since 2008, Sandpiper has been developing, acquiring, owning, and operating extended stay hotels as sponsor through numerous private investment funds. Over the last 14 years, Sandpiper has developed 14 economy extended stay hotels and acquired 20 extended stay hotels across 10 states and five national hotel brands.

Throughout its history, Sandpiper has primarily focused on WoodSpring Suites, a Choice brand extended stay property for travelers looking for a stay longer than those offered by the typical nightly stay hotel, but shorter than the duration typically associated with the apartment market.

However, Sandpiper has now turned its sights to Echo Suites Extended Stay by Wyndham, a new midscale extended stay concept. Sandpiper has played an integral role in the development of Echo Suites with Wyndham and has an agreement with Wyndham to build over 30 Echo Suites over the next five years across multiple trade areas, with Chandler being among the markets we are most excited about.

For more information on Sandpiper, our current and future properties, and history, please visit our website:

<https://sandpiperlodgingtrust.com/>

Sandpiper Hospitality

In addition to development and acquisition, Sandpiper hotels are managed by Sandpiper Hospitality, an affiliated property management company. Since 2012, Sandpiper Hospitality has built its management capabilities to become one of, if not the, leading management company in the extended stay segment. Now managing over fifty properties, we believe Sandpiper Hospitality will allow our new Echo Suites hotels to be one of the cleanest and most efficiently run properties in the industry.

Please more information on Sandpiper Hospitality, please visit our website:

<https://sandpiperhospitality.com/sandpiper/>







LINE TYPE, ABBREVIATION & SYMBOL LEGEND:

	ROADWAY CENTERLINE	"SEW" OR "S"	SEWER LINE
	EXISTING RIGHT OF WAY	"WAT" OR "W"	WATER LINE
	EXISTING PUBLIC UTILITY EASEMENT (PUE)	FIRE	FIRE LINE
	EXISTING WATER LINE EASEMENT (WE)	COMM	COMMUNICATION LINE
	PROPOSED WATER EASEMENT (WPE)	UGE	UNDERGROUND ELECTRICAL
	EXISTING WATER LINE & HYDRANT	OHE	OVERHEAD ELECTRIC
	EXISTING SEWER LINE & MANHOLE	EX	EXISTING
	EXISTING STORM DRAIN	SW	SIDEWALK
	PROPOSED STORM DRAIN	R/W	RIGHT-OF-WAY
	PROPOSED WATER LINE & HYDRANT	PUE	PUBLIC UTILITY EASEMENT
	PROPOSED SEWER LINE & MANHOLE	VT	TOTAL VOLUME PROVIDED
	EX. COMMUNICATIONS LINE		
	EX. UNDERGROUND UTILITIES		
	EX. TELEPHONE LINE		
	EX. FIBER OPTIC LINE		
	PROPOSED RIPRAP		
	PROPOSED DRYWELL		
	EX. PROPERTY SIGN		
	EX. STREET SIGN		
	EX. POWER POLE		
	EX. STREET LIGHT		
	EX. TELEVISION COMM. BOX		
	EX. TELE. COMM. BOX		
	EX. WATER VALVE		
	EX. GAS VALVE		
	EX. JUNCTION BOX		

PRELIMINARY SITE PLAN

ECHO EXTEND STAY

CHANDLER, AZ

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN
CITY OF CHANDLER, MARICOPA COUNTY, ARIZONA

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1

LOT 1, OF RE-PLAT OF LOT 7 OF CHANDLER AIRPORT CENTER - PHASE I, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, IN BOOK 1033 OF MAPS, PAGE 36.

OWNER REP./DEVELOPER:
SANDPIPER LLC
7200 GLEN FOREST DRIVE, SUITE 200
RICHMOND, VA 23226
PHONE: (804) 517-9018
CONTACT: CARTER RISE JR.
EMAIL: CARTER.RISE2@SANDPIPER.US.COM

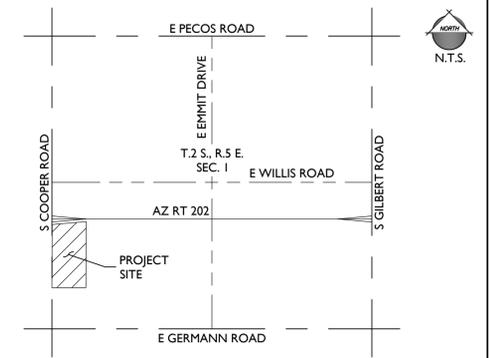
CIVIL ENGINEER:
EPS GROUP, INC.
1130 N ALMA SCHOOL RD, SUITE 120
MESA, ARIZONA 85201
PHONE: (480) 503-2250
FAX: (480) 503-2258
CONTACT: TODD LESLIE
EMAIL: TODD.LESLIE@EPSGROUPINC.COM

BASIS OF BEARING:
THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.
THE BEARING OF WHICH IS: N 00°20'14" W

BENCHMARK:
CITY OF CHANDLER BENCHMARK 358
LOCATED AT THE INTERSECTION OF CANYON OAKS WAY AND DERRINGER WAY; 660' WEST OF COOPER RD AND 280' SOUTH OF PECOS RD SECTION 2, T2S, R5E, CITY OF CHANDLER BRASS CAP IN CONCRETE, FLUSH.

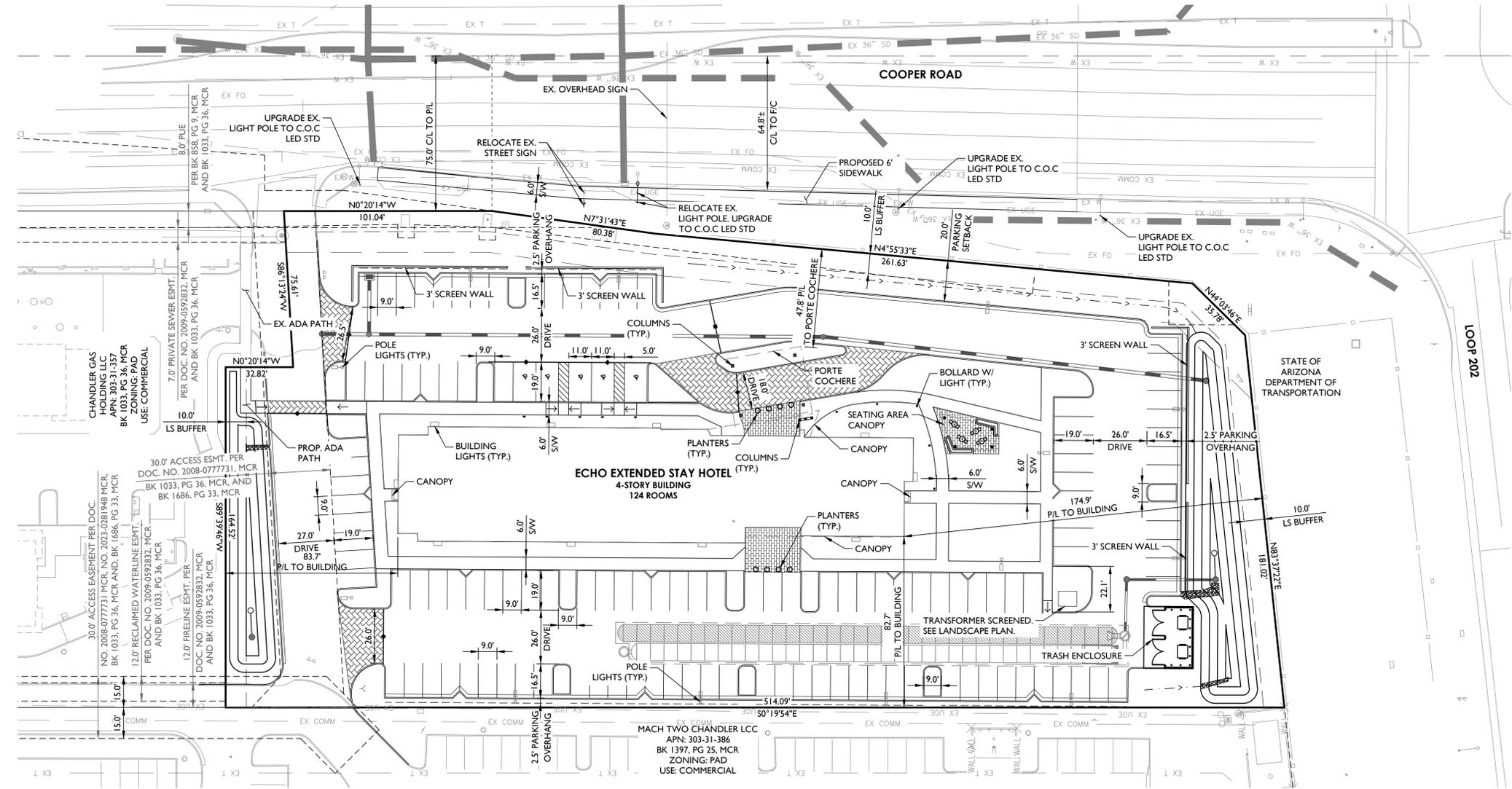
NAVD 88 ELEVATION: 1,234.35 FEET

VICINITY MAP



SITE DATA:

TOTAL NET SITE AREA:	110,642 S.F. / ±2.54 AC
BUILDING AREA:	±12,856 S.F. / ±11.5% OF TOTAL SITE AREA
TOTAL LANDSCAPE AREA:	39,618 S.F. / 35.8% OF TOTAL SITE AREA
TOTAL PARKING SPACES REQUIRED:	124 (124 COVERED & 0 UNCOVERED)
REGULAR PARKING SPACES PROVIDED:	123 (123 COVERED & 0 UNCOVERED)
HANDICAP SPACES PROVIDED:	5 (4 CAR / 1 VAN)
TOTAL OF ALL PARKING SPACES PROVIDED:	127 SPACES
BUILDING HEIGHT:	±48.0'
PROPOSED LAND USE:	HOTEL
EXISTING LAND USE:	VACANT PAD
EXISTING ZONING:	
ASSESSOR'S PARCEL NUMBER:	303-31-356



1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T: 480.503.2250 | F: 480.503.2258
www.epsgroupinc.com

Project: Echo Extend Stay Preliminary Plans
Chandler, Arizona

Revisions:

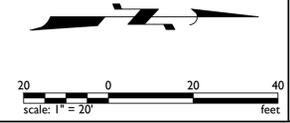
Designer: EPS
Drawn by: EPS

Preliminary
Not For
Construction
Or
Recording

Job No.
23-0037

SP01

Sheet No.
1
OF 1



- 1 ENTRY DRIVE
- 2 RAISED PLANTER BED
- 3 STAMPED CONCRETE PATHWAY, SEE ARCH PLANS
- 4 CONCRETE SIDEWALK
- 5 TRASH ENCLOSURE
- 6 RETENTION BASIN
- 7 AMENITY AREA
- 8 PRE-FINISHED METAL CANOPY, SEE ARCH PLANS
- 9 TABLES AND CHAIRS, SEE ARCH PLANS
- 10 EXISTING UTILITY - PROTECT IN PLACE
- 11 FIRE HYDRANT
- 12 PROPOSED TRANSFORMER
- 13 3' SCREEN WALL
- 14 CONCRETE SECURITY PLANTER 30" DIA
- 15 SEATING AREA, 6' BACKED RATIO BENCH
- 16 STAMPED CONCRETE, PATTERN: DIAGONAL HERRINGBONE, MATCH COLOR 392 COCONUT SHELL
- 17 SHADE CANOPY, SEE ARCH PLANS
- 18 LIGHTED BOLLARDS, SEE ARCH PLANS

PLANT DATA:

STREET RIGHT OF WAY:	REQUIRED	PROVIDED
COOPER RD (427 LF)	15 TREES	15 TREES
1 TREE PER 30 LF		
LOOP 202 (181 LF)	6 TREES	6 TREES
1 TREE PER 30 LF		
LANDSCAPE PERIMETER:	REQUIRED	PROVIDED
LANDSCAPE SOUTH PERIMETER (156 LF)	8 TREES	8 TREES
1 EVERGREEN TREE PER 20 LF		
PARKING AREAS:	REQUIRED	PROVIDED
PARKING ISLANDS (31 EACH)	33 TREES	33 TREES
1 TREE PER ISLAND		

PLANT LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE	QTY
TREES				
	Acacia farnesiana	Sweet Acacia	48" Box	3
	Acacia salicina	Willow Acacia	24" Box	6
	Parkinsonia praecox	Palo Brea	36" Box	4
	Fraxinus velutina	Arizona Ash	36" Box	5
	Phoenix dactylifera	Date Palm	24" Box	29
	Pistacia chinensis 'Red Push'	Red Push Pistache	36" Box	6
	Quercus virginiana	Live Oak	36" Box	13
	Ulmus parvifolia	Evergreen Elm	48" Box	25
	Caesalpinia cacalaco	Cascalote	24" Box	17
	Sophora secundiflora	Texas Mountain Laurel	24" Box	3
	Sophora secundiflora	Texas Mountain Laurel	36" Box	1

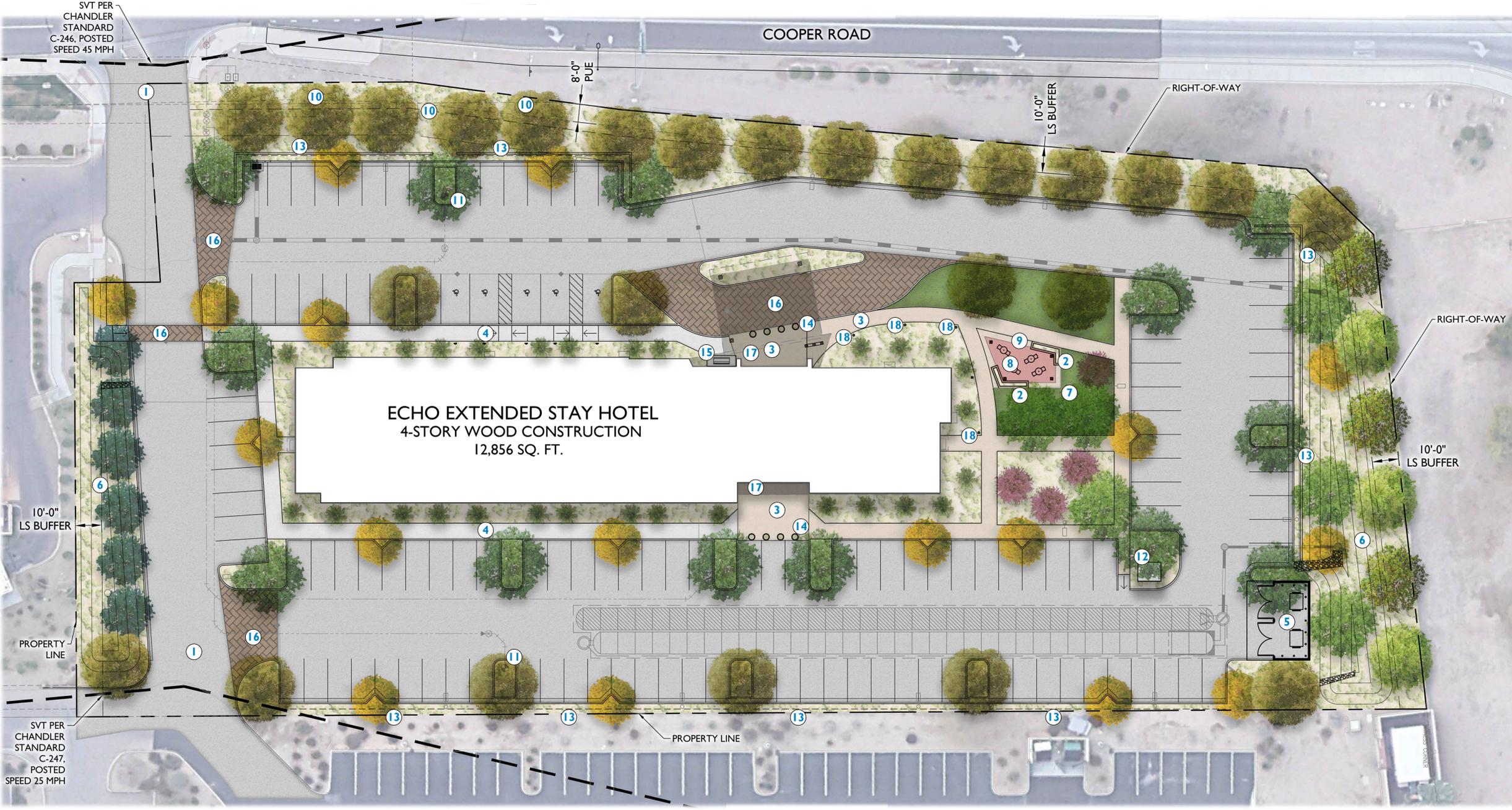
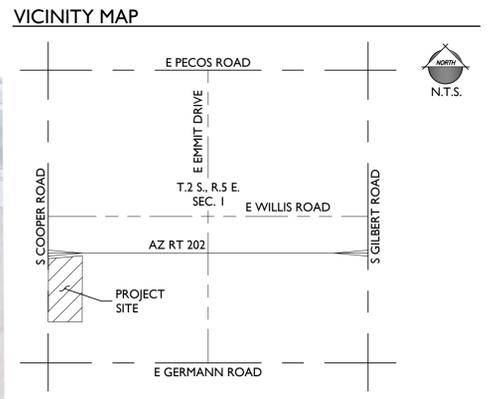
SHRUBS/ACCENTS	COMMON NAME	SIZE	QTY
Agave desmettiana	Smooth Agave	5 Gal	-
Hesperaloe parviflora	Red Yucca	5 Gal	-
Dasyliroton wheeleri	Desert Spoon	5 Gal	-
Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal	-
Muhlenbergia lindheimeri 'Autumn Glow'	'Autumn Glow' Muhly	5 Gal	-
Opuntia violacea 'Santa Rita'	Purple Prickly Pear	5 Gal	-
Ruellia peninsularis	Desert Ruellia	5 Gal	-
Simmondsia chinensis 'Vista'	Compact Jojoba	5 Gal	-
Tecoma alta 'Orange Jubilee'	Orange Jubilee	5 Gal	-
Muhlenbergia capillaris 'Regal Mist'	Regal Mist Grass	5 Gal	-
Yucca pallida	Pale Leaf Yucca	5 Gal	-
Caesalpinia pulcherrima	Red Bird of Paradise	5 Gal	-
Euphorbia rigida	Gopher Plant	5 Gal	-
Pedilanthus macrocarpus	Lady's Slipper	5 Gal	-
Calliandra californica	Baja Fairy Duster	5 Gal	-

GROUNDCOVERS	COMMON NAME	SIZE	QTY
Eremophila prostrata 'Outback Sunrise'	'Outback Sunrise'	1 Gal	-
Lantana montevidensis	Trailing Purple Lantana	1 Gal	-
Lantana montevidensis 'White'	White Lantana	1 Gal	-
Lantana x 'New Gold'	New Gold Lantana	1 Gal	-

MATERIALS

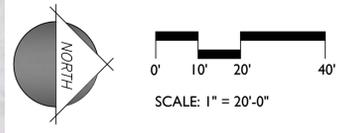
	Decomposed Granite With Planting 'Mahogany' Decomposed Granite 1" Screened, 2" Depth Min	39,620 S.F.
	Midiron Turf	2,641 S.F.

- NOTES:**
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 - ALL TRANSFORMER BOXES, METER PANELS AND ELECTRICAL EQUIPMENT, BACKFLOW DEVICES OR ANY OTHER EQUIPMENT NOT ABLE OR REQUIRED TO BE SCREENED BY LANDSCAPING OR WALLS, SHALL BE PAINTED TO MATCH BUILDING ELEVATION COLOR, DRYVIT 616 KING'S GREY.



SITE DATA:

TOTAL SITE AREA: ON-SITE 110,642 S.F. (2.54 AC)	OFF-SITE 4,097 S.F.
TOTAL BUILDING AREA: 12,856 S.F.	11% OF TOTAL SITE AREA
TOTAL ON-SITE LANDSCAPE AREA: 35,521 S.F.	31% OF TOTAL SITE AREA
TOTAL OFF-SITE LANDSCAPE AREA: 4,097 S.F.	4% OF TOTAL SITE AREA
TOTAL PARKING AREA: 20,677 S.F.	18% OF TOTAL SITE AREA
LANDSCAPE IN PARKING AREA: 4,301 S.F.	21% OF PARKING AREA
TOTAL TURF AREA: 2,632 S.F.	6% OF TOTAL LANDSCAPE AREA
SHRUBS/GROUNDCOVER PLANTS: 20,960 S.F.	53% OF TOTAL LANDSCAPE AREA
INORGANIC/GRANITE: 18,658 S.F.	47% OF TOTAL LANDSCAPE AREA



PLANT DATA:

STREET RIGHT OF WAY:	REQUIRED	PROVIDED
COOPER RD (427 LF) 1 TREE PER 30 LF	15 TREES	15 TREES
LOOP 202 (181 LF) 1 TREE PER 30 LF	6 TREES	6 TREES
LANDSCAPE PERIMETER:	REQUIRED	PROVIDED
LANDSCAPE SOUTH PERIMETER (156 LF) 1 EVERGREEN TREE PER 20 LF	8 TREES	8 TREES
PARKING AREAS:	REQUIRED	PROVIDED
PARKING ISLANDS (31 EACH) 1 TREE PER ISLAND	33 TREES	33 TREES

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KEYNOTES

- 1 ENTRY DRIVE
- 2 RAISED PLANTER BED
- 3 STAMPED CONCRETE PATHWAY, SEE ARCH PLANS
- 4 CONCRETE SIDEWALK
- 5 TRASH ENCLOSURE
- 6 RETENTION BASIN
- 7 AMENITY AREA
- 8 PRE-FINISHED METAL CANOPY, SEE ARCH PLANS
- 9 TABLES AND CHAIRS, SEE ARCH PLANS
- 10 EXISTING UTILITY - PROTECT IN PLACE
- 11 FIRE HYDRANT
- 12 PROPOSED TRANSFORMER
- 13 3' SCREEN WALL
- 14 CONCRETE SECURITY PLANTER 30" DIA
- 15 SEATING AREA, 6' BACKED RATIO BENCH STAMPED CONCRETE, PATTERN: DIAGONAL HERRINGBONE, MATCH 392 COCONUT SHELL
- 16 SHADE CANOPY, SEE ARCH PLANS
- 18 LIGHTED BOLLARDS, SEE ARCH PLANS

PLANT LEGEND

SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE	QTY
TREES				
	Acacia farnesiana	Sweet Acacia	48" Box	3
	Acacia salicina	Willow Acacia	24" Box	6
	Parkinsonia praecox	Palo Brea	36" Box	4
	Fraxinus velutina	Arizona Ash	36" Box	5
	Phoenix dactylifera	Date Palm	24" Box	29
	Pistacia chinensis 'Red Push'	Red Push Pistache	36" Box	6
	Quercus virginiana	Live Oak	36" Box	13
	Ulmus parvifolia	Evergreen Elm	48" Box	25
	Caesalpinia cacalaco	Cascalote	24" Box	17
	Sophora secundiflora	Texas Mountain Laurel	24" Box	3
	Sophora secundiflora	Texas Mountain Laurel	36" Box	1

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Dasyliroon wheeleri	Desert Spoon	5 Gal	-
Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	5 Gal	-
Muhlenbergia lindheimeri 'Autumn Glow'	'Autumn Glow' Muhly	5 Gal	-
Opuntia violacea 'Santa Rita'	Purple Prickly Pear	5 Gal	-
Ruellia peninsularis	Desert Ruellia	5 Gal	-
Simmondsia chinensis 'Vista'	Compact Jojoba	5 Gal	-
Tecoma alta 'Orange Jubilee'	Orange Jubilee	5 Gal	-
Muhlenbergia capillaris 'Regal Mist'	Regal Mist Grass	5 Gal	-
Yucca pallida	Pale Leaf Yucca	5 Gal	-
Caesalpinia pulcherrima	Red Bird of Paradise	5 Gal	-
Euphorbia rigida	Gopher Plant	5 Gal	-
Pedilanthus macrocarpus	Lady's Slipper	5 Gal	-
Calliandra californica	Baja Fairy Duster	5 Gal	-

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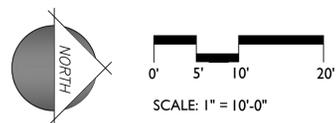
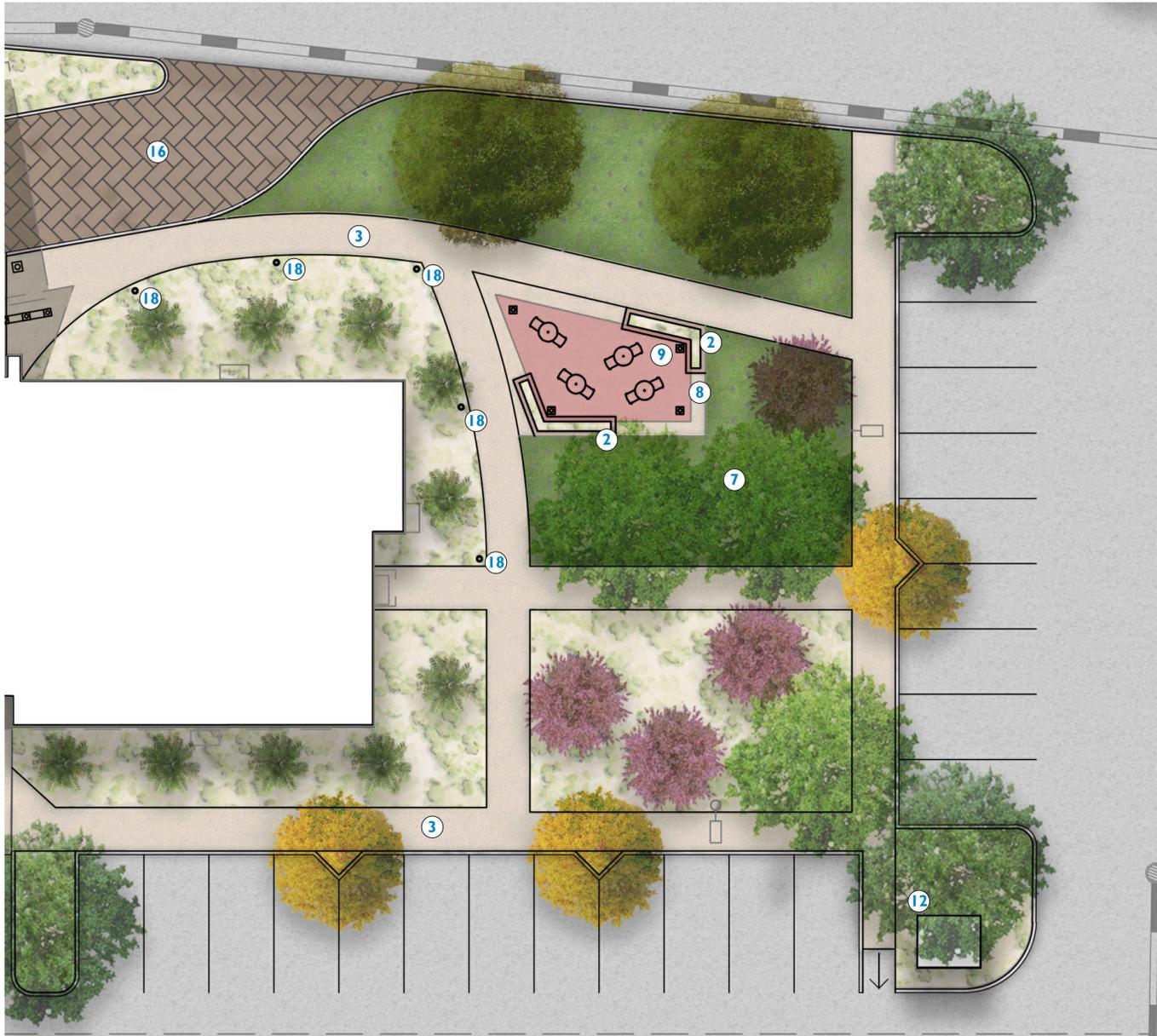
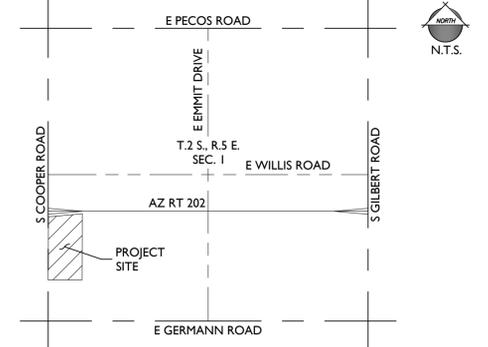
MATERIALS

	Decomposed Granite With Planting 'Mahogany' Decomposed Granite 1" Screened, 2" Depth Min	39,620 S.F.
	Midiron Turf	2,641 S.F.

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VICINITY MAP



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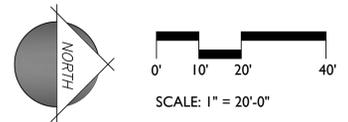
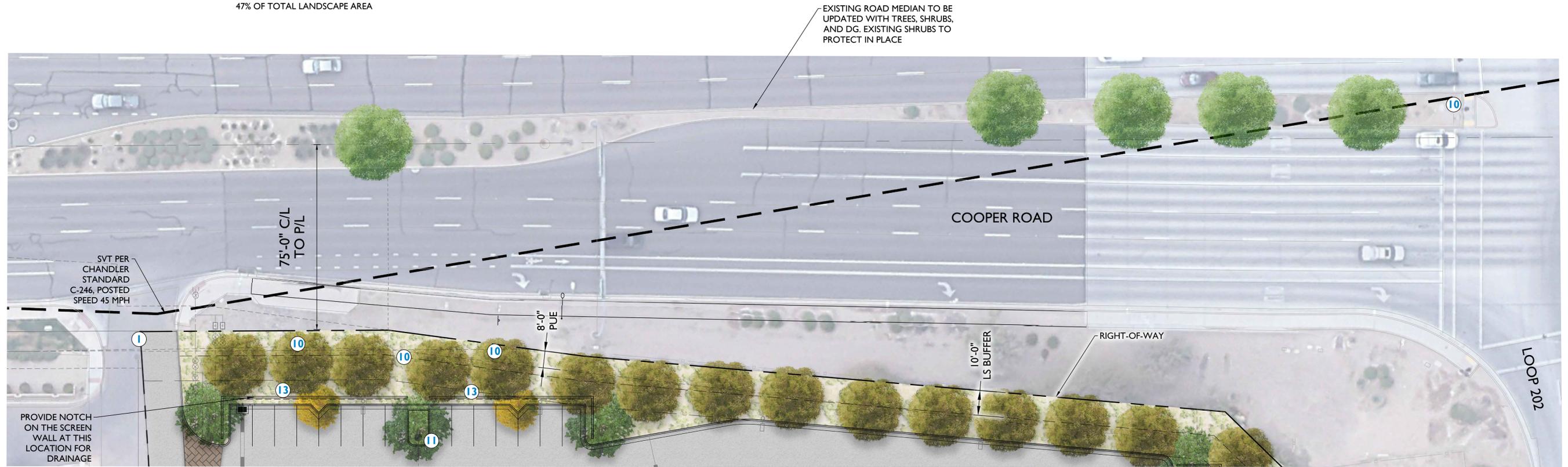
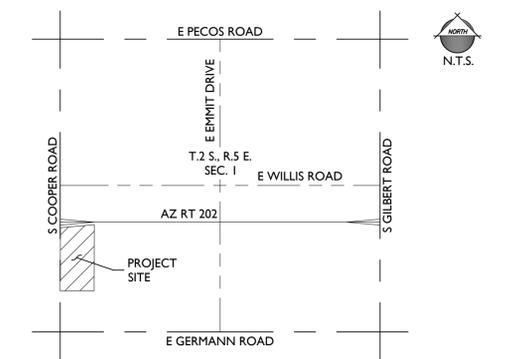
MATERIALS

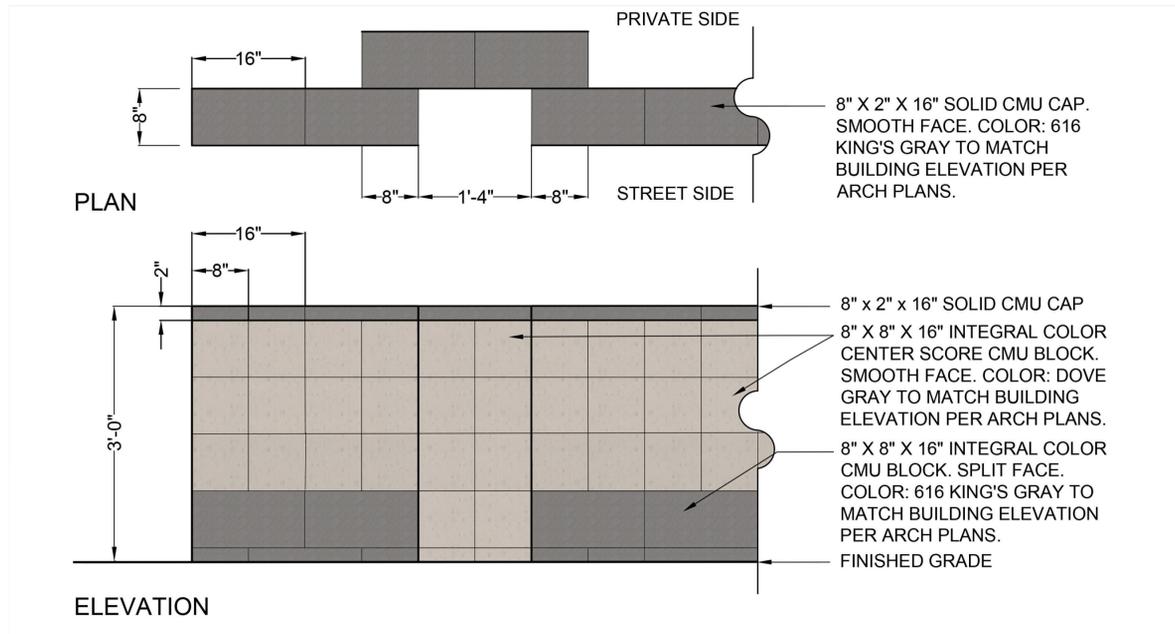
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VICINITY MAP





GENERAL NOTES:

- I. MAINTAIN A MINIMUM OF 8" OF COVER OVER FOOTINGS.
- 8" x 2" x 16" SOLID CMU CAP
 - (1) #4 CONT.
 - #4 DOWEL @ 32" O.C. WITH HOOK INTO THE FOOTING
SEE ELEVATION FOR BLOCK SIZE AND COLOR
 - FINISHED GRADE
 - 8" x 2" x 16" CMU BLOCK BELOW FINISH GRADE
 - COMPACTED SUBGRADE
 - CONCRETE FOOTER
 - (3) #4 REBAR CONT.
 - #4 REBAR @ 32" O.C.
 - COMPACTED AGGREGATE SUBBASE

SECTION

I 3' PARKING SCREEN WALL
Scale: 1" = 1'-0"





SANDPIPER HOSPITALITY LLC

ECHO SUITES - EXTENDED STAY HOTEL

CHANDLER, AZ

modus architecture



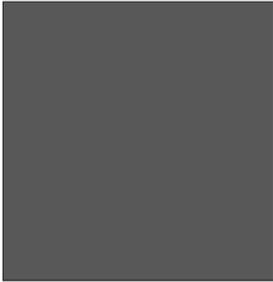
SANDPIPER HOSPITALITY LLC

ECHO SUITES - EXTENDED STAY HOTEL

CHANDLER, AZ

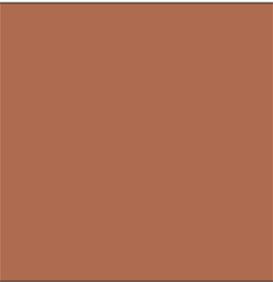
modus architecture

CANOPY



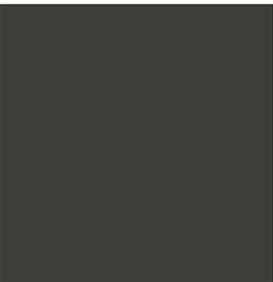
EF02

DRYVIT
EXTERIOR STUCCO
TEXTURE: REFLECTIT
COLOR: SW 7674 PEPPERCORN



EF03

DRYVIT
EXTERIOR STUCCO
TEXTURE: REFLECTIT
COLOR: 356 RED CLAY



MC1

PAC-CLAD PETERSON (BOD)
PREFINISHED METAL COPING,
CANOPIES
COLOR: DARK BRONZE



SANDPIPER HOSPITALITY LLC

ECHO SUITES - EXTENDED STAY HOTEL

CHANDLER, AZ

modus architecture

ELEVATIONS



EIFS

EF01 MANUF: DRYVIT EXTERIOR STUCCO TEXTURE: SANDBLAST COLOR: SW 7080 QUEST GRAY	EF02 MANUF: DRYVIT EXTERIOR STUCCO TEXTURE: REFLECTIT COLOR: SW 7674 PEPPERCORN	EF03 MANUF: DRYVIT EXTERIOR STUCCO TEXTURE: SANDBLAST COLOR: 356 RED CLAY	EF04 MANUF: DRYVIT EXTERIOR STUCCO TEXTURE: SANDBLAST COLOR: SW 6240 WINDY BLUE	EF05 MANUF: DRYVIT EXTERIOR STUCCO TEXTURE: SANDBLAST COLOR: 616 KING'S GRAY	EF06 MANUF: DRYVIT EXTERIOR STUCCO TEXTURE: SANDBLAST COLOR: 103 NATURAL WHITE
--	--	--	--	---	---

MASONRY

MS01 MANUF: CLOUD CERAMICS COLOR: DOVE GRAY SIZE: THIN BRICK VENEER 2 1/4" NORMAN PATTERN: HALF RUNNING BOND
--

SANDPIPER HOSPITALITY LLC | **ECHO SUITES - EXTENDED STAY HOTEL** | **CHANDLER, AZ** | **modus architecture**

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DATE: 04/15/2024

ELEVATIONS



EIFS

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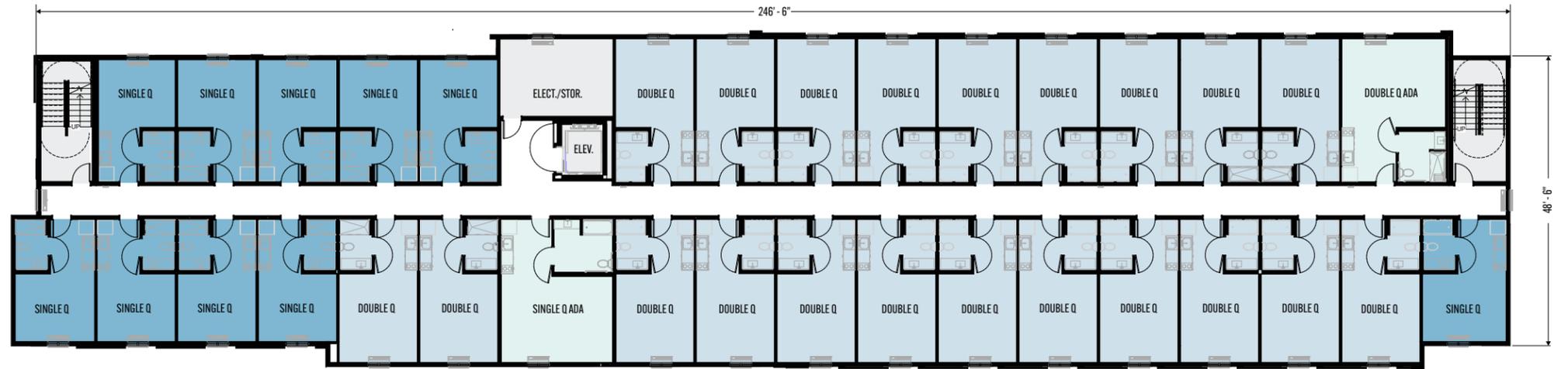
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DATE: 04/15/2024

PLANS

GUESTROOM MATRIX					
	LEVEL 01	LEVEL 02	LEVEL 03	LEVEL 04	TOTAL UNITS
SINGLE QUEEN	6	10	10	17	43
DOUBLE QUEEN	17	21	21	15	74
SINGLE QUEEN ACCESSIBLE	1	1	1	1	4
DOUBLE QUEEN ACCESSIBLE	1	1	1	0	3
TOTAL UNITS	25	33	33	33	124

4-STORY 124 KEY PROTOTYPE	
LEVEL 01	13,217 SF
LEVEL 02	13,380 SF
LEVEL 03	13,380 SF
LEVEL 04	13,078 SF
TOTAL	53,055 SF



FLOOR PLAN - 2ND-3RD FLOOR TYPICAL

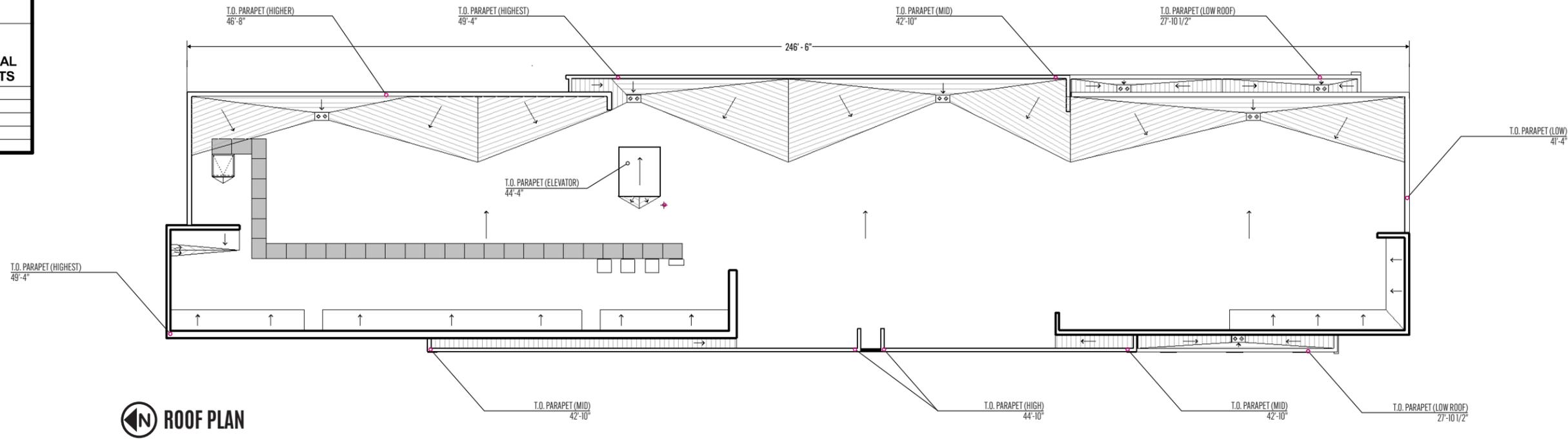


FLOOR PLAN - 1ST FLOOR

PLANS

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DOUBLE QUEEN	17	21	21	15	74
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TOTAL UNITS	25	33	33	33	124

4-STORY 124 KEY PROTOTYPE	
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LEVEL 03	13,380 SF
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TOTAL	53,055 SF

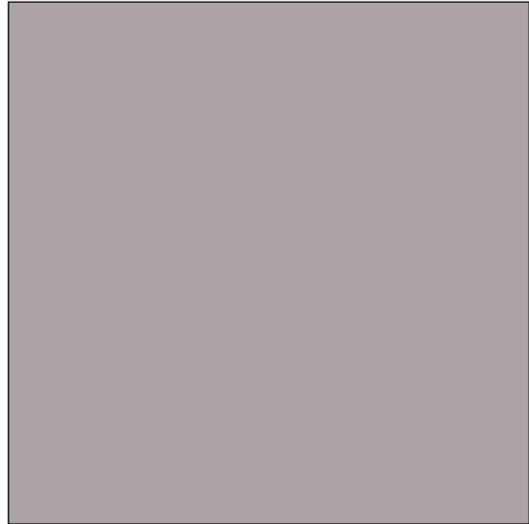


ROOF PLAN

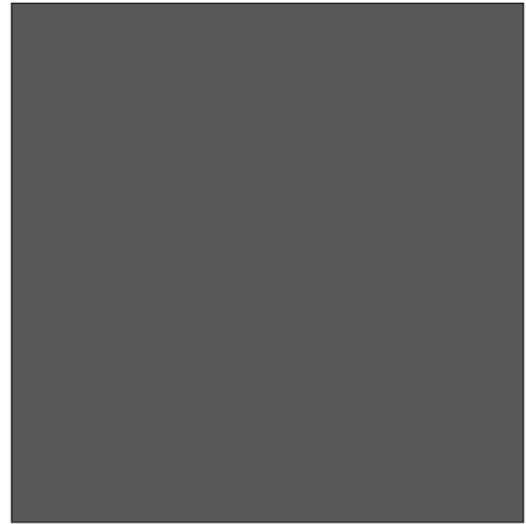


FLOOR PLAN - 4TH FLOOR

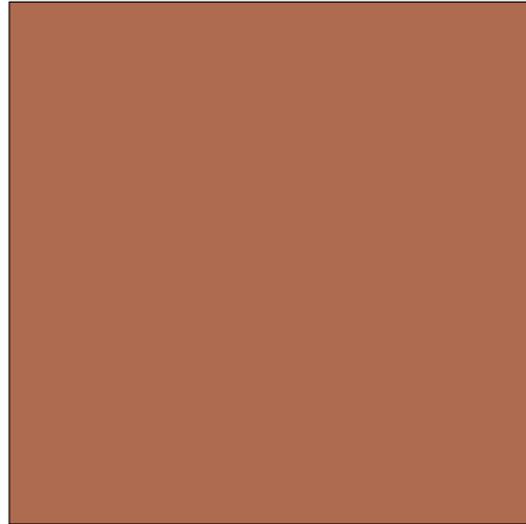
DIGITAL FINISH BOARD



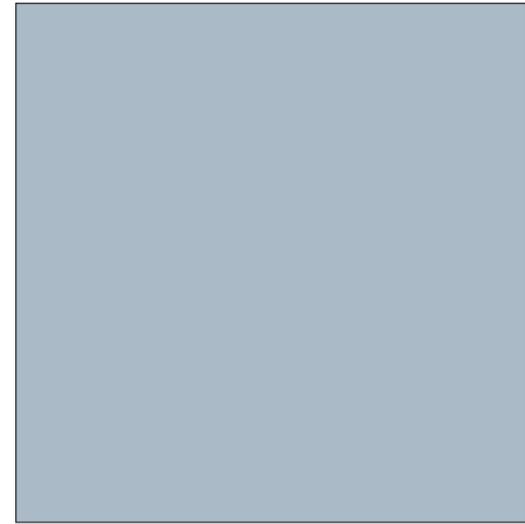
EF01
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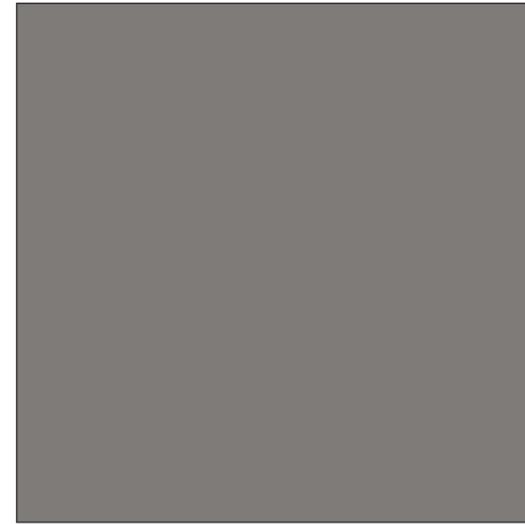
EF02
 DRYVIT
 EXTERIOR STUCCO
 TEXTURE: REFLECTIT
 COLOR: SW 7674 PEPPERCORN



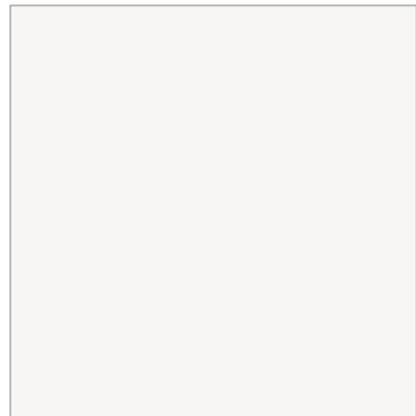
EF03
 DRYVIT
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 TEXTURE: SANDBLAST
 COLOR: 356 RED CLAY



EF04
 DRYVIT
 EXTERIOR STUCCO
 TEXTURE: SANDBLAST
 COLOR: SW 6240 WINDY BLUE



EF05
 DRYVIT
 EXTERIOR STUCCO
 TEXTURE: SANDBLAST
 COLOR: #616 KING'S GRAY



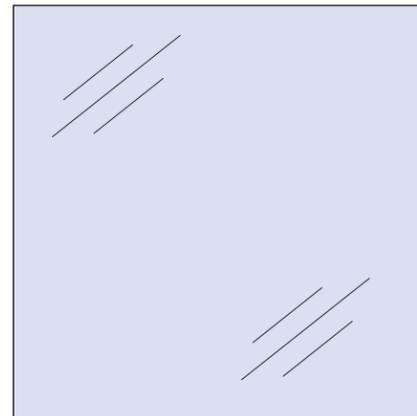
EF06
 DRYVIT
 EXTERIOR STUCCO
 TEXTURE: SANDBLAST
 COLOR: 103 NATURAL WHITE



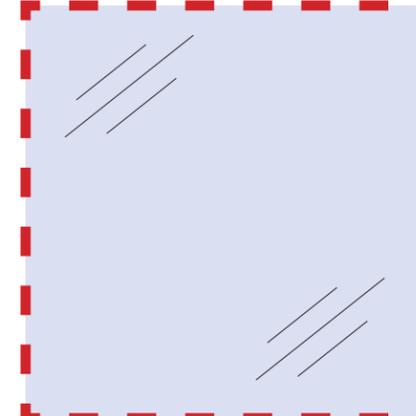
MS01
 CLOUD CERAMICS
 PATTERN: HALF RUNNING
 BOND
 COLOR: DOVE GRAY
 SIZE: THIN BRICK VENEER
 2 1/4" NORMAN
 THICKNESS: 1/2" , 1" NOMINAL



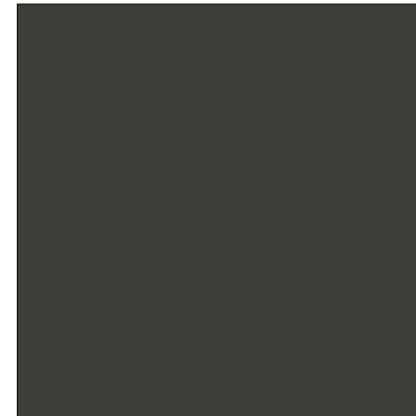
F1
 OPENING FRAME (BOD)
 COLOR: DARK BRONZE
 ANODIZED



G1
 VITRO GLAZING (BOD)
 SOLARBAN 70(2) OPTIGRAY + CLEAR
 INSULATED LOW-E
 VISIBLE LIGHT REFLECTANCE:
 9% EXTERIOR / 13% INTERIOR

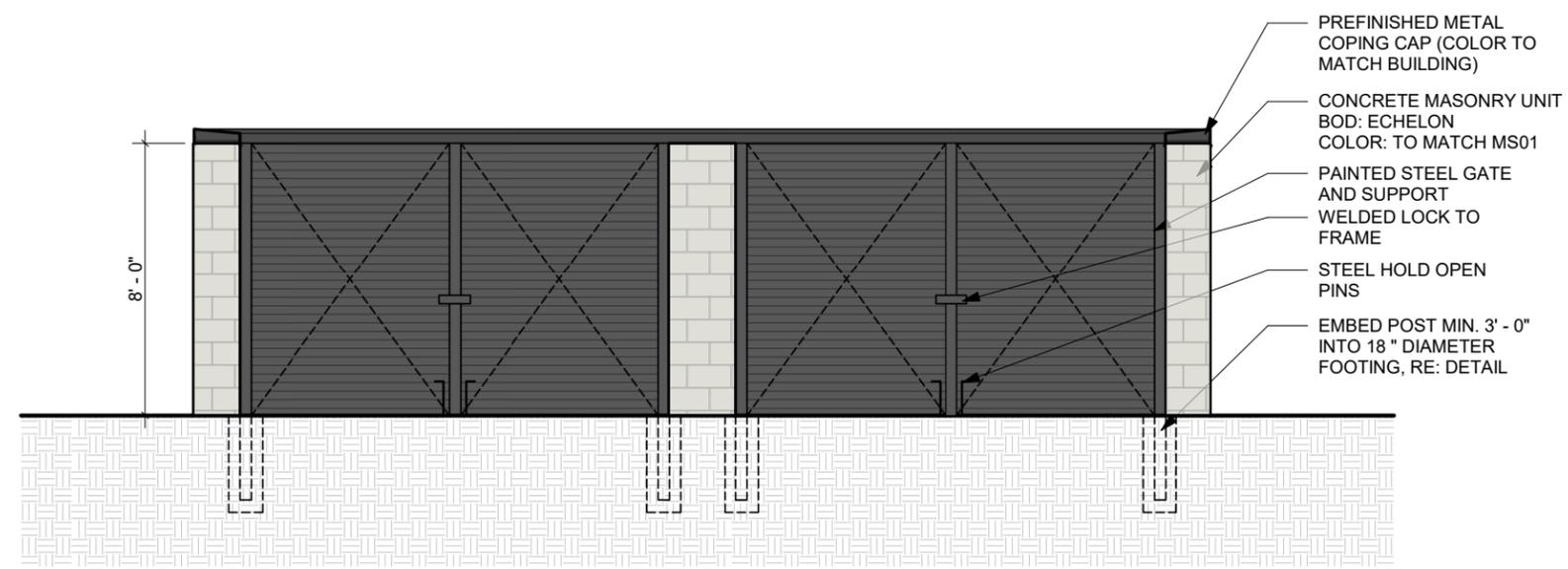
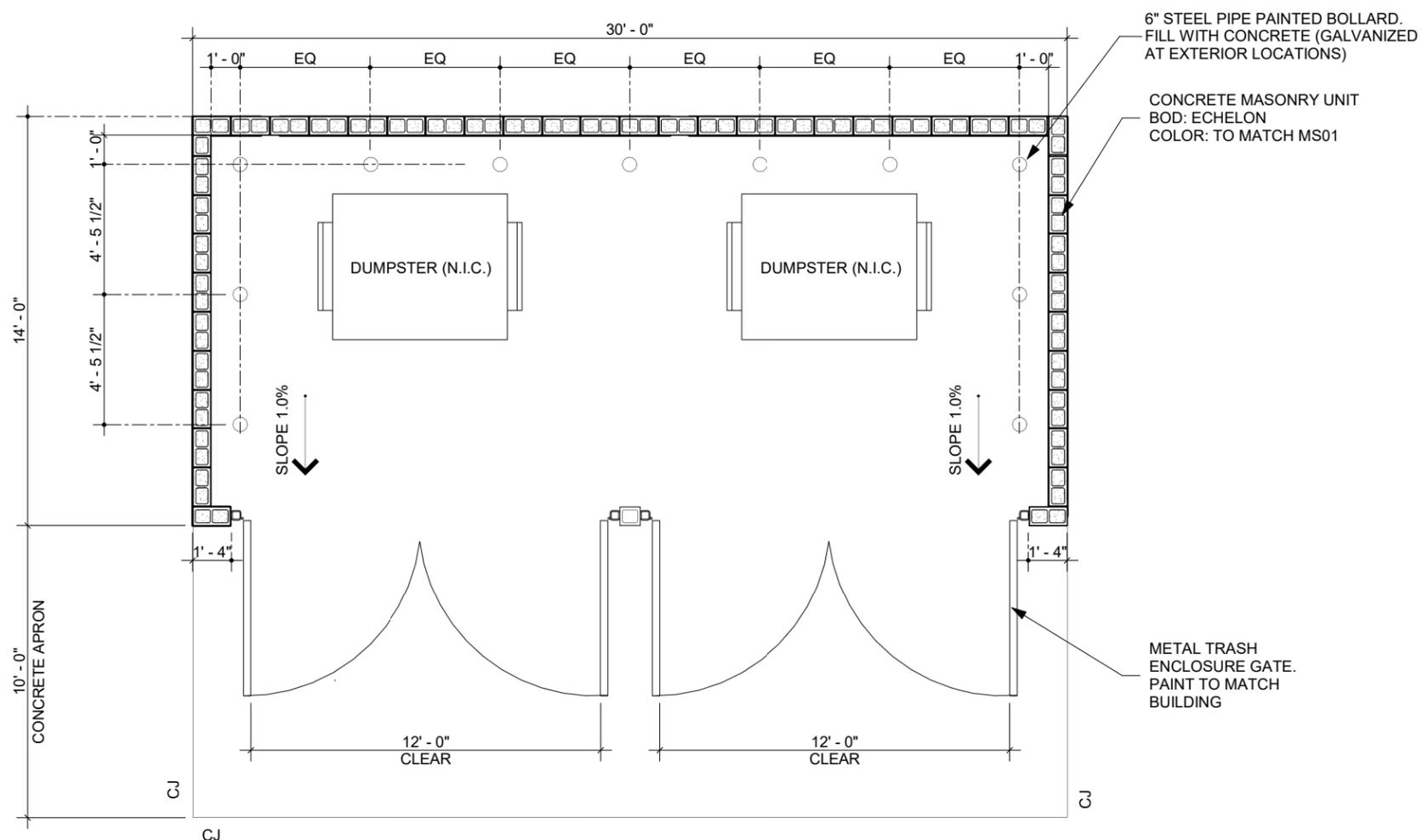


G2
 VITRO GLAZING + SOLYX (BOD)
 SOLARBAN 70(2) OPTIGRAY + CLEAR
 INSULATED LOW-E
 POST APPLIED VINYL COLOR: FLAT
 WHITE
 VISIBLE LIGHT REFLECTANCE:
 9% EXTERIOR / 13% INTERIOR



MC1
 PAC-CLAD PETERSON (BOD)
 PREFINISHED METAL COPING,
 CANOPIES
 COLOR: DARK BRONZE

TRASH ENCLOSURE





4040 N CENTRAL EXPY, STE 720
DALLAS, TEXAS 75204
modus architecture

CLEMENTE JAQUEZ, AIA | 214.769.5631 | CLEMENTE@MODUSARCHITECTURE.COM
MIKE MACGREGOR, AIA | 314.302.6864 | MIKE@MODUSARCHITECTURE.COM



MEMORANDUM

DATE: April 11, 2024

TO: Kevin Mayo

FROM: Airport

SUBJECT: Echo Suites Hotel
Southeast Corner of Loop 202 and Cooper Road

At their April 10, 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 5-0 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
Echo Suites Extended Stay Hotel
Southeast Corner of Cooper Road and Loop 202

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 Echo Suites hotel development.

Background

The project is an extended stay hotel on approximately 2.54 acres at the southeast corner of Cooper Road and the Loop 202 freeway (*Exhibit A - Vicinity Map, Exhibit B - Property Location*). The property is zoned Planned Area Development and the request is for preliminary development plan approval for site layout and architecture.

The site is approximately four-tenths (0.40) of a mile to the north of the Airport property line (*Exhibit A- Vicinity Map, Exhibit B- Property Location*).

The building will be a single structure consisting of 124 rooms totaling approximately 53,600 square feet (*Exhibit C - Site Plan*). The proposed building height is 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 and other vertical 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 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.**

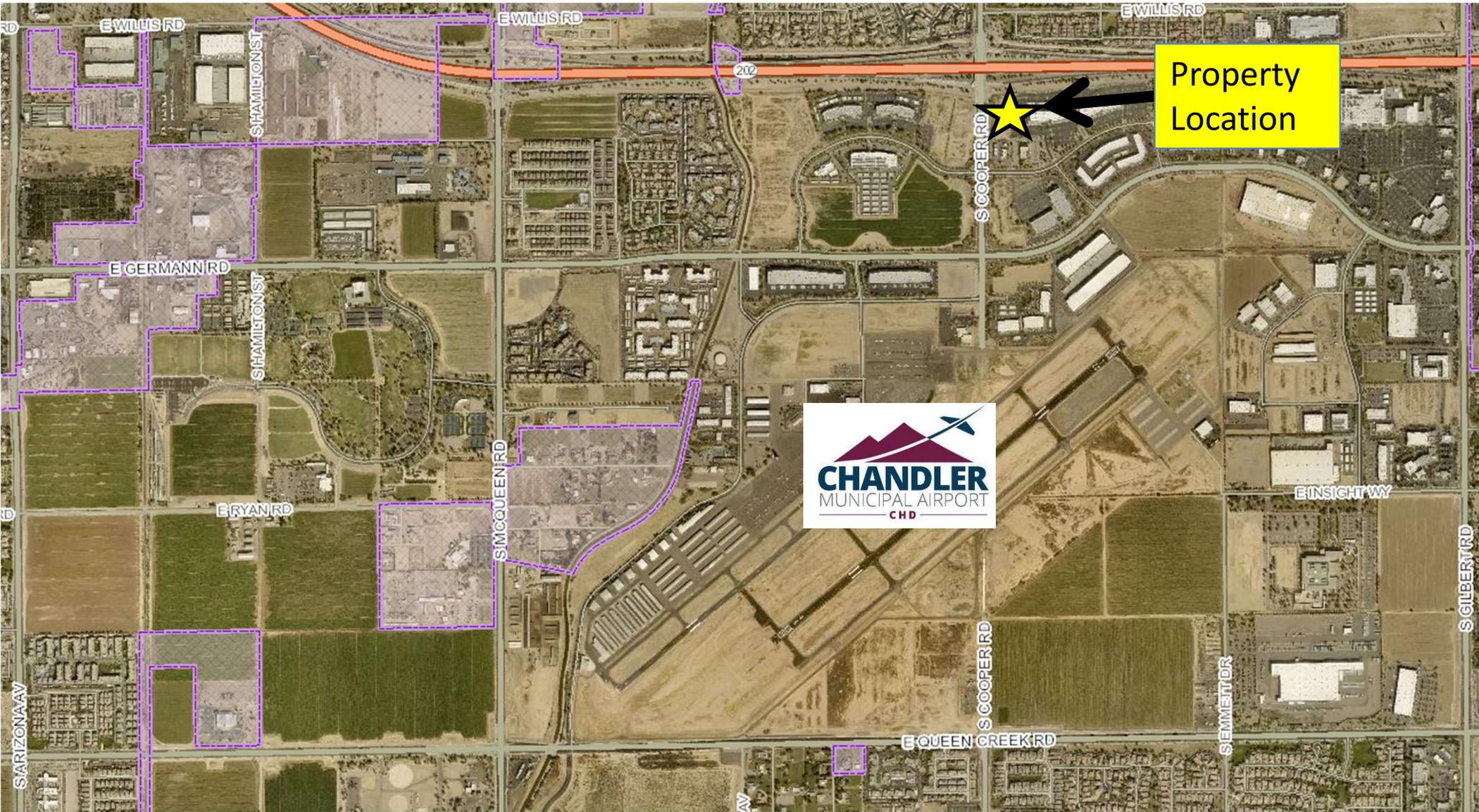
Proposed Motion

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 Echo Suites hotel development.

Attachments

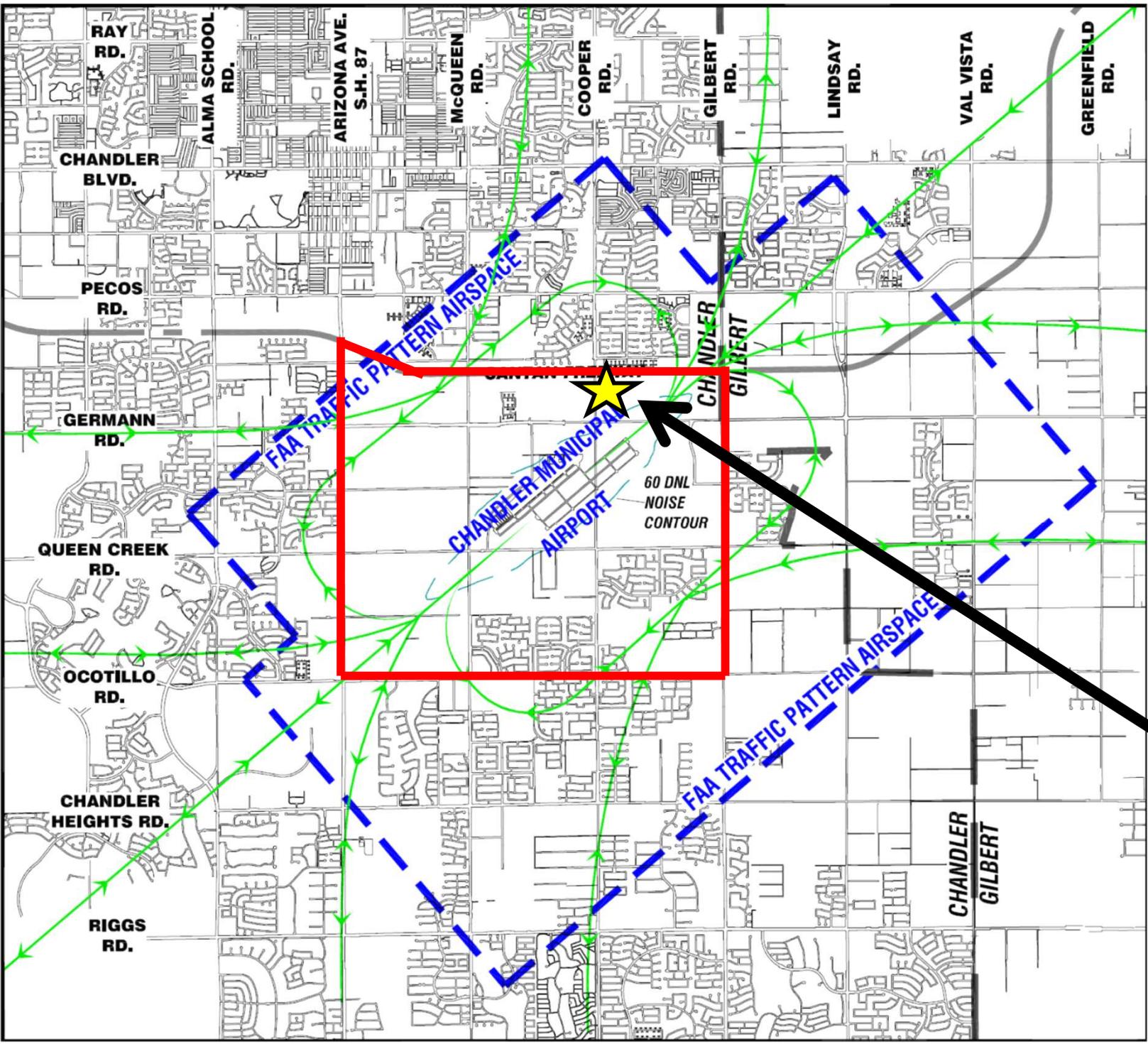
- A. Vicinity Map
- B. Property Location
- C. Site Plan
- D. Chandler Airpark Area Plan Land Use Plan
- E. Flight Tracks
- F. Building Elevations

Exhibit A: Vicinity Map



Property Location

Exhibit B: Property Location




GENERAL FLIGHT TRACK
TRACKS CAN VARY BY 1/2 MILE
OR MORE ON EITHER SIDE


FAA TRAFFIC PATTERN AIRSPACE


**CITY OF CHANDLER
PLANNING AREA BOUNDARY**

 Property
Location

 Airpark Area

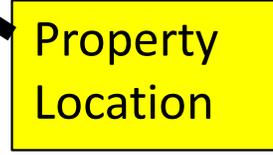
 Property
Location

Exhibit C: Site Plan

23-0037 - Echo Extend Stay - Preliminary Plans

LINE TYPE ABBREVIATION & SYMBOL LEGEND:

- | | |
|--------------------------------------|-------------------------|
| ROADWAY CENTERLINE | SEWER LINE |
| DISTING RIGHT OF WAY | WATER LINE |
| DISTING WATER UTILITY EASEMENT (WUE) | FIRE LINE |
| DISTING WATER LINE EASEMENT (WLE) | COMMUNICATION LINE |
| PROPOSED WATER LINE & HYDRANT | UNDERGROUND ELECTRICAL |
| DISTING SEWER LINE & MANHOLE | OVERHEAD ELECTRIC |
| DISTING STORM DRAIN | EXISTING |
| PROPOSED STORM DRAIN | SEWER/VALVE |
| PROPOSED WATER LINE & HYDRANT | RIGHT-OF-WAY |
| PROPOSED SEWER LINE & MANHOLE | PUBLIC UTILITY EASEMENT |
| EX COMMUNICATIONS LINE | TOTAL VOLUME PROVIDED |
| EX UNDERGROUND UTILITIES | |
| EX TELEPHONE LINE | |
| EX FIBER OPTIC LINE | |
| PROPOSED SPRAY | |
| PROPOSED DRYWELL | |
| EX PROPERTY SIGN | |
| EX STREET SIGN | |
| EX POWER POLE | |
| EX STREET LIGHT | |
| EX TELEVISION COMM. BOX | |
| EX TELE. COMM. BOX | |
| EX WATER VALVE | |
| EX GAS VALVE | |
| EX JUNCTION BOX | |

- 50W OR 70
"WAT" OR "W"
- SEWER LINE
WATER LINE
FIRE LINE
COMMUNICATION LINE
UNDERGROUND ELECTRICAL
OVERHEAD ELECTRIC
- EXISTING
SEWER/VALVE
RIGHT-OF-WAY
PUBLIC UTILITY EASEMENT
TOTAL VOLUME PROVIDED

PRELIMINARY SITE PLAN

ECHO EXTEND STAY CHANDLER, AZ

A PORTION OF THE SOUTH-WEST QUARTER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF CHANDLER, MARICOPA COUNTY, ARIZONA

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:
PARCEL NO. 1
LOT 1, OF RS-PLOT OF LOT 7 OF CHANDLER AIRPORT CENTER - PHASE I, ACCORDING TO THE PLAN OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, IN BOOK 1933 OF PAGES, PAGE 24.

OWNER REP/DEVELOPER:

SANOFFER LLC
7000 GLEN FOREST DRIVE, SUITE 200
RICHMOND, VA 23204
PHONE: 804-317-9018
CONTACT: CARTER REGIER

CIVIL ENGINEER:

EPS GROUP, INC.
1100 N ALPHA SCHOOL RD, SUITE 120
MESA, ARIZONA 85201
PHONE: (480) 303-3300
FAX: (480) 303-3328
CONTACT: TODD LESLIE
EMAIL: TODD.LESLIE@EPSGROUPINC.COM

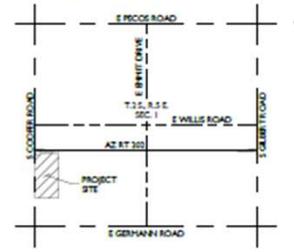
BASIS OF BEARING:

THE WEST LINE OF THE SOUTH-WEST QUARTER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, THE BEARING OF WHICH IS: N 00°30'14" W

BENCHMARK:

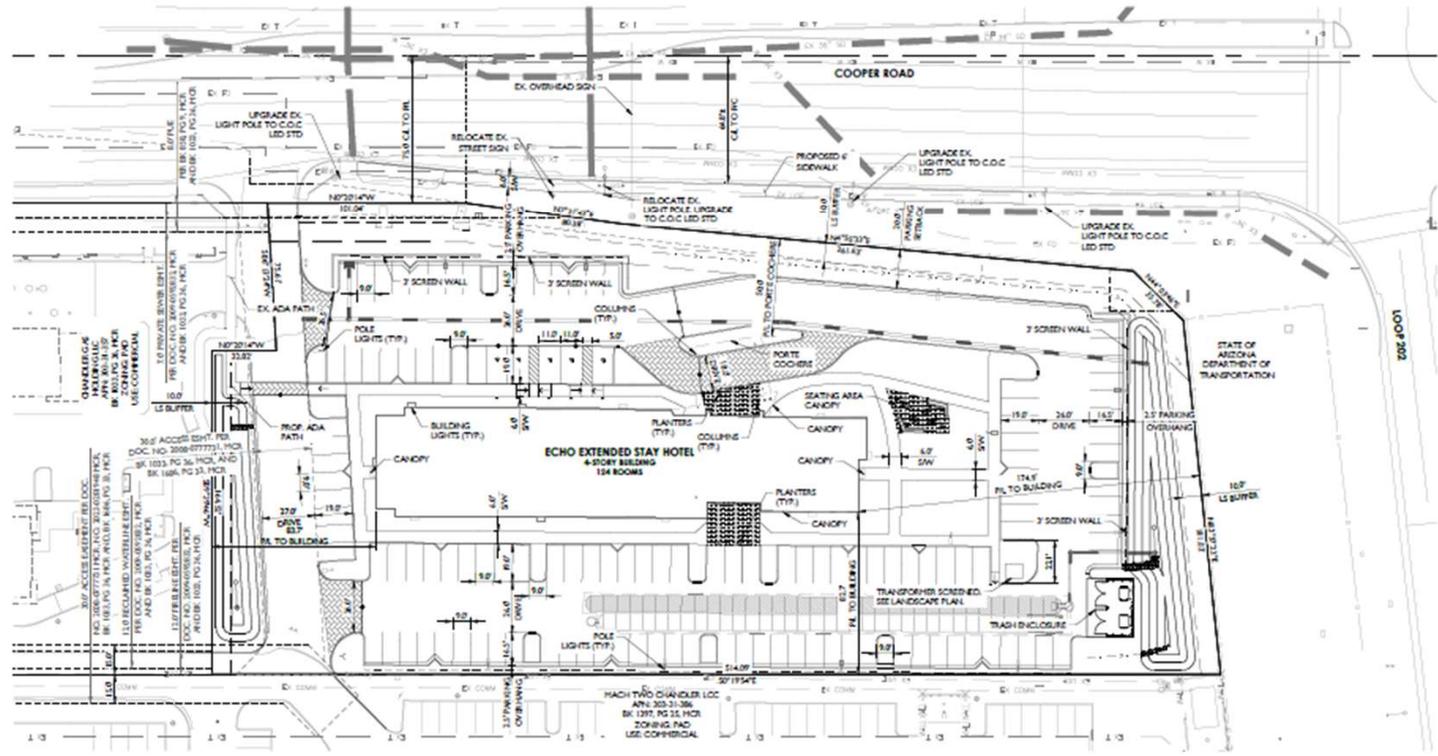
CITY OF CHANDLER BENCHMARK 358
LOCATED AT THE INTERSECTION OF CANYON CANYON WAY AND DESHAYES WAY, 660 WEST OF COOPER RD AND 300 SOUTH OF PECOS RD SECTION 1, T2S, R1E, CITY OF CHANDLER BRASS CAP IN CONCRETE, FLUSH
NAVD 88 ELEVATION: 1,324.35 FEET

VICINITY MAP



SITE DATA:

TOTAL NET SITE AREA:	110,640 SF / 2.54 AC
BUILDING AREA:	813,856 SF / 811.5% OF TOTAL SITE AREA
TOTAL LANDSCAPE AREA:	25,618 SF / 25.9% OF TOTAL SITE AREA
TOTAL PARKING SPACES REQUIRED:	134 (134 COVERED & 0 UNCOVERED)
REGULAR PARKING SPACES PROVIDED:	132 (132 COVERED & 0 UNCOVERED)
HANDICAP SPACES PROVIDED:	5 (4 CAR / 1 VAN)
TOTAL OF ALL PARKING SPACES PROVIDED:	137 SPACES
BUILDING HEIGHT:	4-8.0'
PROPOSED LAND USE:	HOTEL, VACANT
EXISTING ZONING:	PAD
ASSESSOR'S PARCEL NUMBER:	305-31-356





ECHO EXTEND STAY
PRELIMINARY PLANS
CHANDLER, ARIZONA

SITE PLAN

Design: EPS

Drawn by: EPS

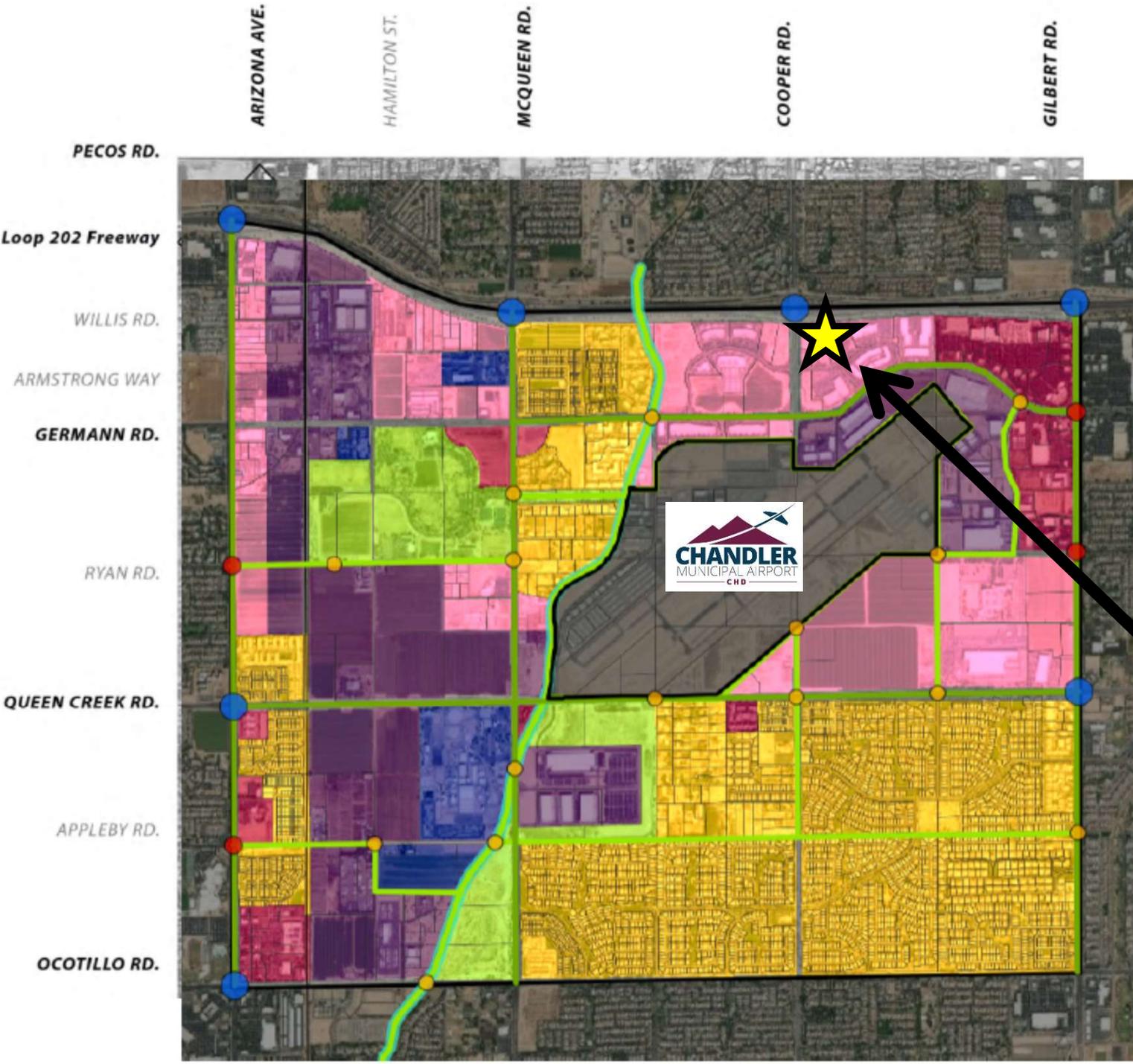
Preliminary Not For Construction Or Recording

JOB No. 23-0037

SP01

Sheet No. OF 1

Exhibit D: Chandler Airpark Area Plan – Land Use Plan



Airpark Area Land Use Element

The Airpark Area Land Use Plan map identifies six types of land use districts appropriate to the Airpark Area:

- Innovation District (pink square)
- Commercial-Office District (red square)
- Industrial District (purple square)
- Residential District (yellow square)
- Civic District (blue square)
- Park District (green square)

Property Location

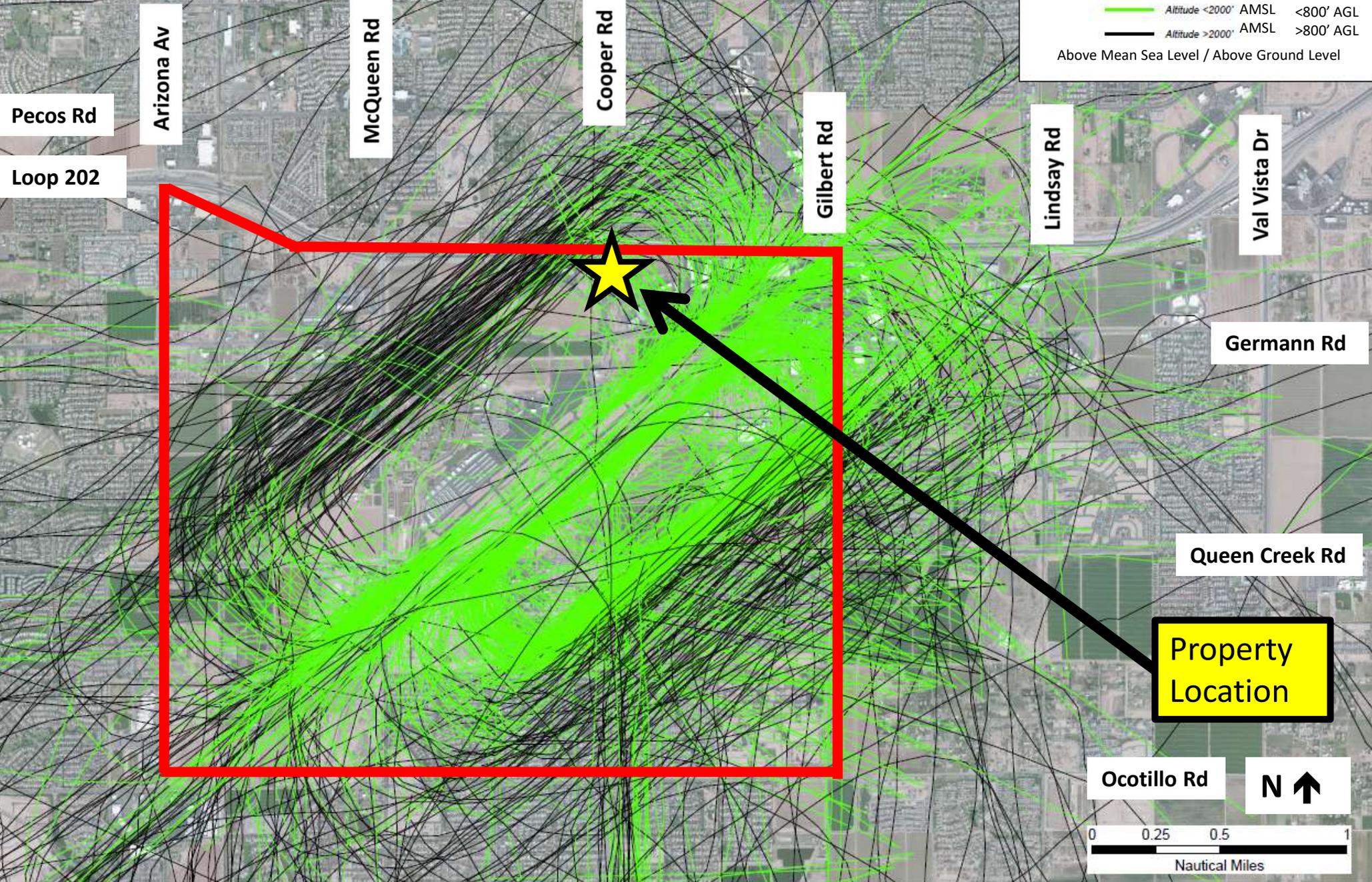
Exhibit E: Flight Tracks

CHANDLER MUNICIPAL AIRPORT - 2/5/13 All Operations (Typical)

LEGEND

-  Altitude <2000' AMSL <800' AGL
-  Altitude >2000' AMSL >800' AGL

Above Mean Sea Level / Above Ground Level



 Airpark Area

Exhibit F: Building Elevations

PERSPECTIVE



WYNDHAM HOTELS & SUITES

ECHO SUITES - EXTENDED STAY HOTEL

CHANDLER, AZ

modus architecture

THIS DRAWING IS CONCEPTUAL AND SHOULD ONLY BE USED AS AN INFORMATVE REFERENCE. INFORMATION SHOULD NOT BE CONSTRUED AS DOCUMENTATION TOWARDS CITY APPROVALS, PERMITTING OR CONSTRUCTION.

Exhibit F: Building Elevations

ELEVATIONS



EIFS

EIF1 MAN: CONIT OUTSIDE STUCCO COLOR: SM T800 CLAYT GRAY	EIF2 MAN: CONIT OUTSIDE STUCCO COLOR: SM T814 PURPURKONN	EIF3 MAN: CONIT OUTSIDE STUCCO TOP TONE: SM SANDBLST COLOR: 3/4 RED CLAY	EIF4 MAN: CONIT OUTSIDE STUCCO TOP TONE: SANDBLST COLOR: SM 1240 WINDY BLUE	EIF5 MAN: CONIT OUTSIDE STUCCO TOP TONE: SANDBLST COLOR: 1/2A RND'S GRAY	EIF6 MAN: CONIT OUTSIDE STUCCO TOP TONE: SANDBLST COLOR: 1/2 NATURAL WHITE
--	--	---	--	---	---

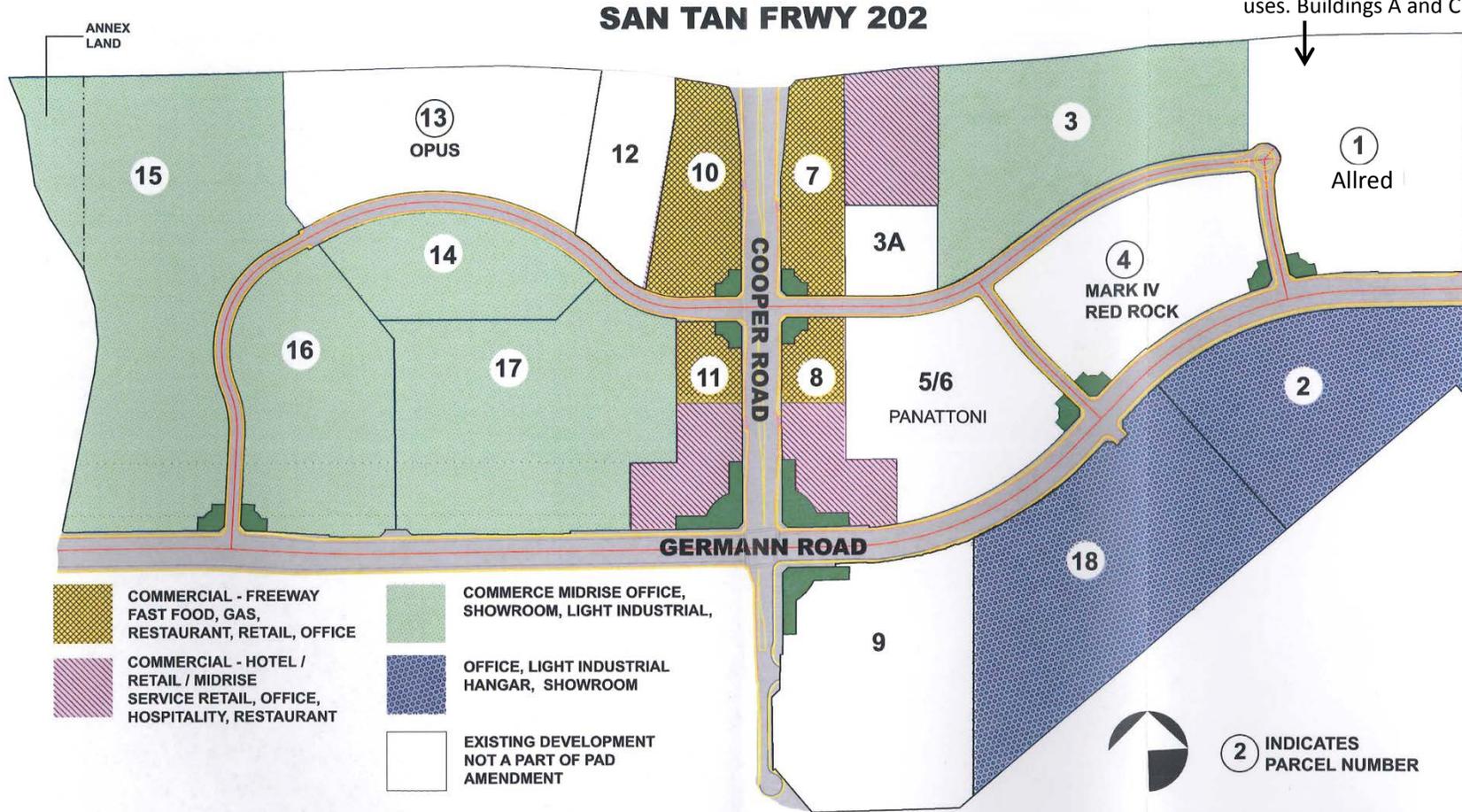
MASONRY

M01 MAN: INTERESTS BRICK COLOR: BR 2 1/2" PAN BRICK VENEER 3/4" NOMIN MORTAR: 1/2" PLANKING BOND
--

WYNDHAM HOTELS & SUITES | ECHO SUITES - EXTENDED STAY HOTEL | CHANDLER, AZ | **modus architecture**

THIS DRAWING IS CONCEPTUAL AND SHOULD ONLY BE USED AS AN INFORMATIVE REFERENCE. INFORMATION SHOULD NOT BE CONSTRUED AS DOCUMENTATION TOWARDS CITY APPROVALS, PERMITTING OR CONSTRUCTION.

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



CHANDLER AIRPORT CENTER
MASTER PLAN GENERAL USES



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.



City Council Memorandum Development Services Memo No. 24-019

Date: May 06, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
 Andy Bass, Deputy City Manager & Acting Development Services Director
From: Mikayela Liburd, Associate Planner
Subject: PLH23-0068 Win Beauty Salon
Request: Use Permit time extension for a beauty salon.
Location: 284 S Dobson Rd. generally located at the northwest corner of Dobson and Frye
Applicant: Ming Chen, Chen Architects

Proposed Motion:

Move City Council approve Use Permit, PLH23-0068 Win Beauty Salon, subject to the conditions recommended by Planning and Zoning Commission.

Background Data:

- Property is currently zoned SF-8.5
- Between 2011 and 2018, three Use Permits have been granted on the property, with time extensions granted for all.
- The most recent Use Permit was granted in 2018 for five years under ZUP18-0006 Win Beauty Salon.

Surrounding Land Use Data:

North	Single-Family Residential	South	Frye Rd., then PAD for Commercial Shopping Center
East	Dobson Rd., then PAD for medical office complex	West	Single-Family Residential

Proposed Development:

Building Square-Footage	1,446 SF
Days of Operation	Monday-Sunday
Hours of Operation	Monday-Saturday 10am to 7:00pm Sunday by appointment only
Number of Employees	Two owners and two part-time assistants
Parking Spaces	Nine parking spaces

Review and Recommendation:

The property is zoned Single-Family Residential District (SF-8.5) and the home was built in 1980. The initial Use Permit was granted in 2011 to allow for the conversion of a single family residence into a commercial beauty salon. The last Use Permit approved had a condition of approval for five (5) years. The current request is to extend the Use Permit that allows the property to be used as a Beauty Salon indefinitely. There have been no complaints from neighboring residents during the approximate 14 years that the business has been in operation. Staff has reviewed the request and finds it to be consistent with the General Plan and Zoning Code.

Public / Neighborhood Notification

- The request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting was held on January 29th, 2024. No one attended other than staff and the applicant.
- As of the writing of this memo, Planning staff is not aware of any opposition to the request.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting April 17, 2024

Motion to Approve

In Favor: 6 Opposed: 0 Absent: 1 (Quinn)

Recommended Conditions of Approval

Planning and Zoning Commission recommends the City Council approve the Use Permit, subject to the following conditions:

1. Substantial expansion or modification beyond the approved exhibits (Site Plan, Floor Plan and Narrative) shall void the Use Permit and require new Use Permit application and approval.

2. The Use Permit is non-transferable to any other property.
3. Increases in on-site employment over that as represented as equivalent to three (3) full time employees shall require a new Use Permit application and approval by the City of Chandler.
4. The site shall be maintained in a clean and orderly manner.

Attachments

Vicinity Maps

Site Plan

Narrative

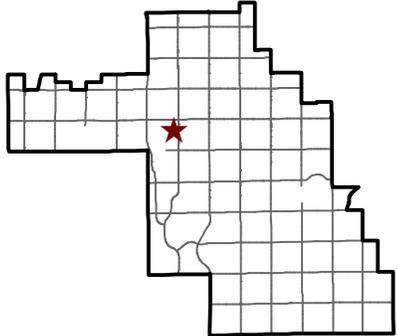


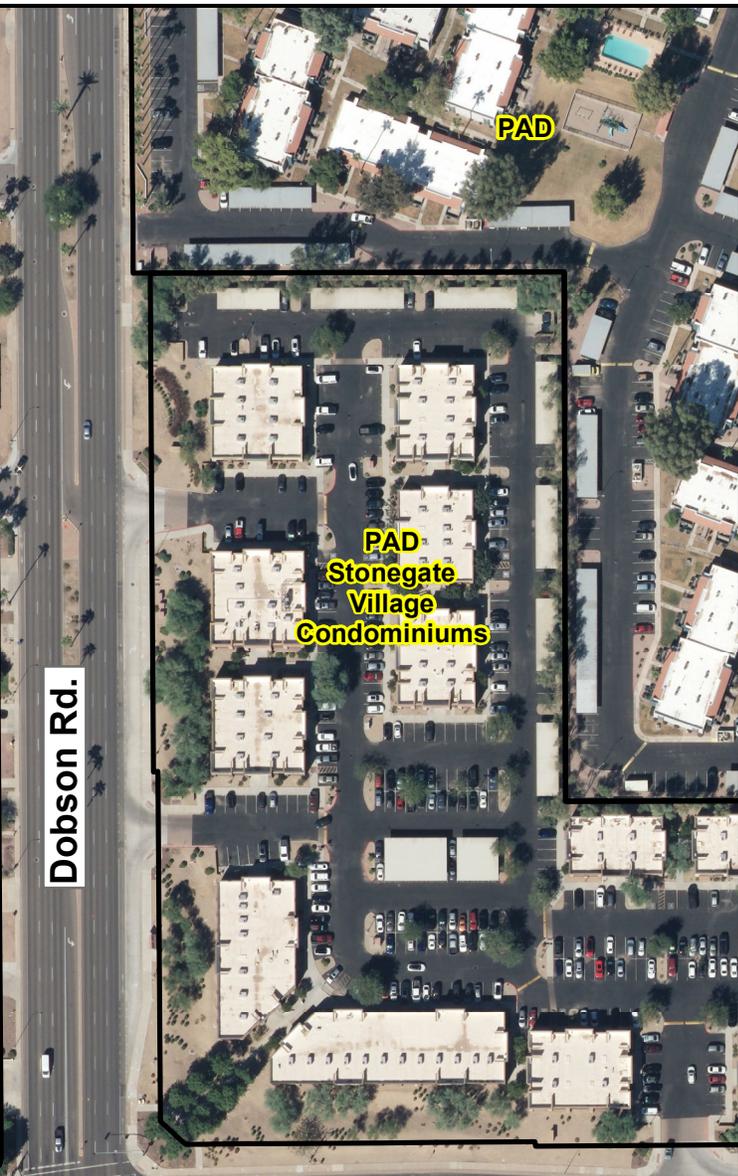
Proposed Project Details
 284 S. Dobson Rd.
 Use Permit for a beauty salon in
 a Single Family Residential District

PLH23-0068 Winn Beauty Salon



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



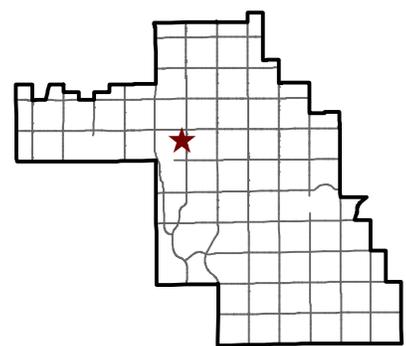


 **PLH23-0068 Winn Beauty Salon** 

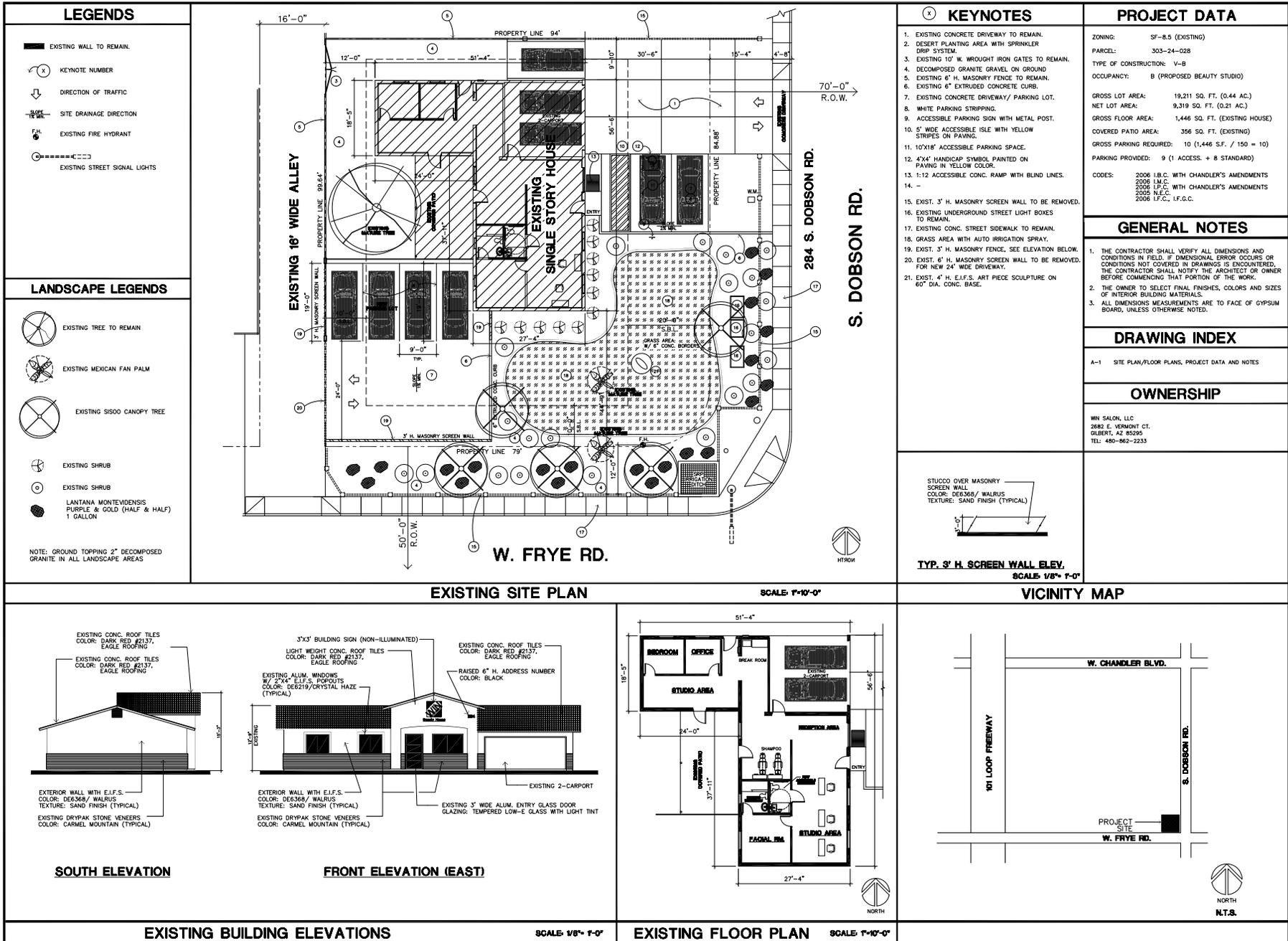
Proposed Project Details
 284 S. Dobson Rd.
 Use Permit for a beauty salon in
 a Single Family Residential District



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



PLH23-0068 Win Beauty Salon



USE PERMIT EXTENSION FOR:
WIN Beauty Salon
 PROFESSIONAL HUR & FACIAL CARES
 284 S. Dobson Rd.
 Chandler, Arizona

No.	Revision	Date

CHEN
 Architects
 International
 877 N. Alma School Rd.
 Chandler, Arizona 85224-3662
 (480)792-1200 TEL
 (480)792-1288 FAX



A-1



PROJECT NARRATIVE

PLH23-0068 Win Beauty Salon

Date: December 11, 2023

Project Name: WIN Beauty Salon

Project Address: 284 S. Dobson Rd., Chandler, Arizona 85224

Floor Area: 1,446 s.f. (existing, no addition)

Property Eligibility: The existing WIN Beauty Salon has extended its Use Permits for 3 times.

Project Objectives:

1. The existing single story house building was converted to accommodate a professional beauty salon in 2011.
2. This permit had an extension of an use permit (ZUP18-0006).

Office Operations:

Continue offering customers hair cut & facial care services as follows:

Hair cut services: Hair cut & related hair care services.
Facial Care: Facial Care & related services.

Project Concept:

1. Salon Hours – Open 10:00am to 7:00pm daily; except Sundays, by appointment only.
2. Number of Employee - Two owners & two part-time assistants.
3. Space Plan – See the attached plans.
 - Reception area or lobby;
 - Two open hair studios;
 - A Facial Care room;
 - A shampoo room;
 - One accessible restroom.
4. Parking Spaces –
Total of provided parking: 9 spaces, including an accessible space in existing carport, 5 in front of house & 4 spaces in rear lot.
Total of required parking: 10 (1,446 s.f./ 150 s.f.)
5. Environment impact – No noise, nuisance or traffic is generated in the premises. After 7:00 pm, no activity is in the property. Studio activities will not interfere neighbors' nightlife.
6. Landscaping – Mature canopy trees, shrubs & ground covers were planted to enhance the hard corner of the street intersection in 2011.

Remarks:

A letter of Compliments by former Councilmember Rick Heumann, dated July 8, 2013



City Council Memorandum Development Services Memo No. DS24-017

Date: May 06, 2024
To: Mayor and Council
Thru: Joshua Wright, City Manager
Andy Bass, Deputy City Manager/Acting Development Services Director
Louis Kneip, Development Engineering Manager
From: Jason Richardson, Civil Plan Examiner Administrator
Subject: PLT22-0040 Woodsprings Suites-Everhome Suites
Request: Final Plat approval for PLT22-0040 Woodspring Suites-Everhome Suites,
Located West of the Northwest corner of Price Road and Willis Road
Location: West of The Northwest corner of Price Road and Willis Road
Applicant: SSH EH Hotel Property I LLC

Proposed Motion:

Move City Council approve Final Plat PLT22-0040, Woodspring Suites-Everhome Suites, as recommended by staff.

Background Data:

- Subject site is 3.47 Acres
- Zoned Planned Area Development District
- Final plat creates two (2) lots

Purpose:

The subject site received zoning on September 11, 2014. The property was zoned Planned Area Development (PAD) and is bounded by Gila River Indian Community to the west, Willis Road to the south, and commercial office complexes to the north and east. The final plat establishes the lots, tracts, easements, and rights of way to be conveyed or dedicated as part of developing the site in substantial conformance with the Council-approved zoning and Preliminary Development Plan (PDP). The Final Plat is a necessary component of the entitlement and permitting process for the proposed development.

Recommended Conditions of Approval

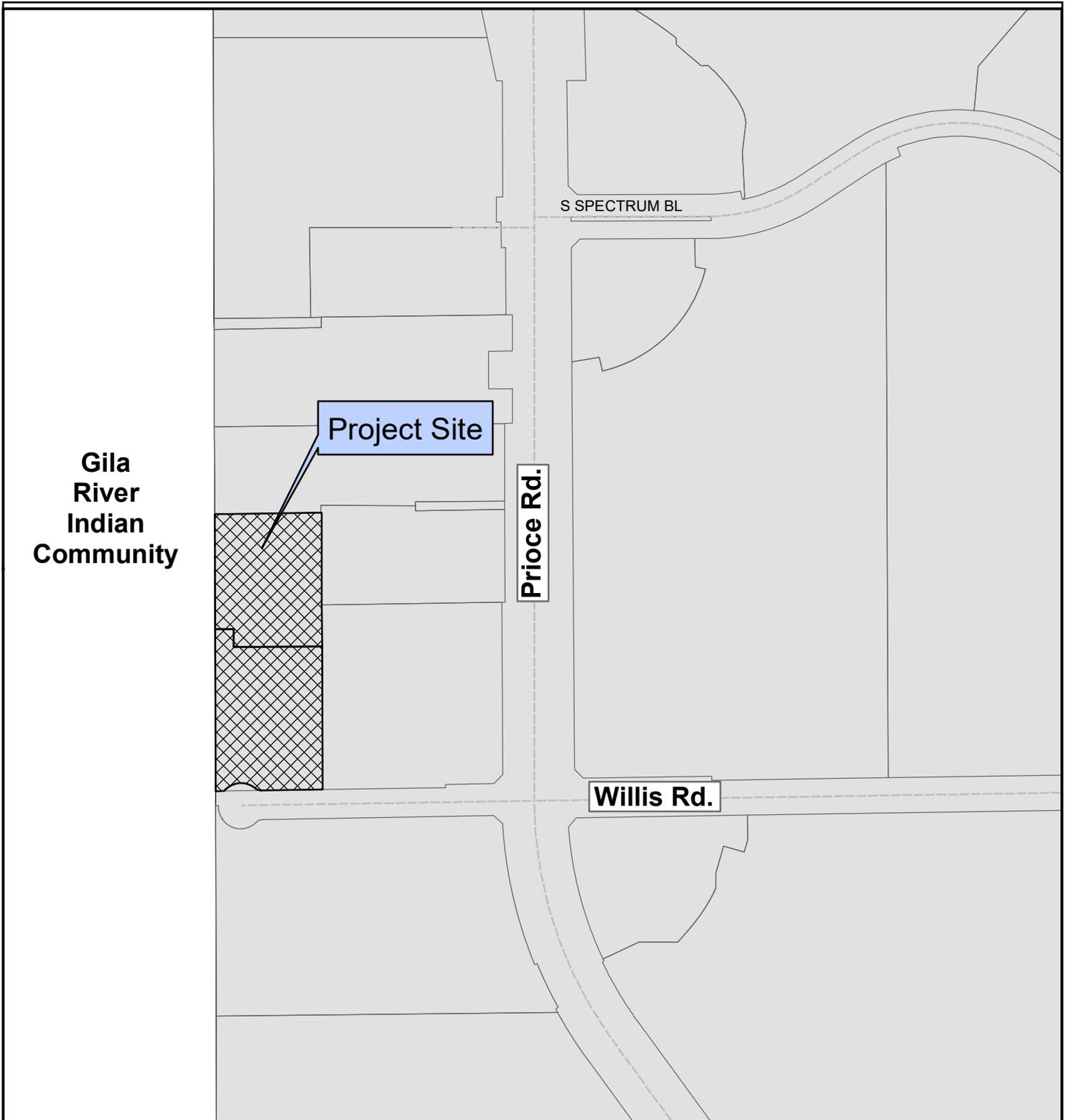
None

Attachments

Vicinity Map

Aerial Map

Final Plat



**Gila
River
Indian
Community**

Project Site

S SPECTRUM BL

Priocce Rd.

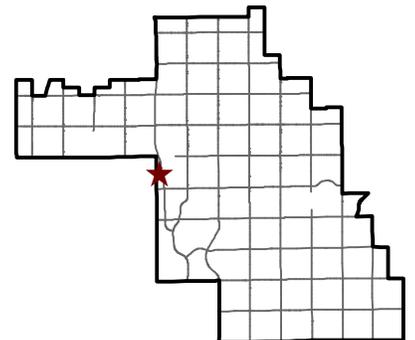
Willis Rd.



PLT22-0040 Woodspring Suites & Everhome Suites (Final Plat)



Project Details
 Zoning Case-PLA22-0033 Woodspring Suites & Everhome Suites
 3.47 Acres (Net)
 Future Hotel



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



Gila River Indian Community

Project Site

S SPECTRUM BL

Pricce Rd.

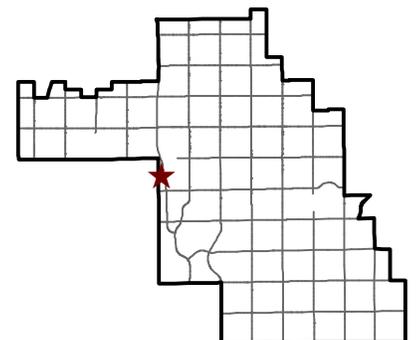
Willis Rd.



PLT22-0040 Woodspring Suites & Everhome Suites (Final Plat)



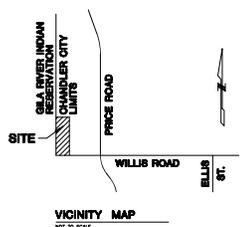
Project Details
Zoning Case-PLA22-0033 Woodspring Suites & Everhome Suites
3.47 Acres (Net)
Future Hotel



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

A FINAL PLAT OF WOODSPRING SUITES & EVERHOME SUITES

OF
A PORTION OF THE NORTHWEST QUARTER OF SECTION 6, T2S, R5E OF THE
GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS: SSH EH HOTEL PROPERTY I LLC, A DELAWARE LIMITED LIABILITY COMPANY AND, SSH HOTEL PROPERTY I LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNERS, HAS SUBDIVIDED UNDER THE NAME OF "WOODSPRING SUITES & EVERHOME SUITES", LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR "WOODSPRING SUITES & EVERHOME SUITES" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, STREETS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT. SSH EH HOTEL PROPERTY I LLC, A DELAWARE LIMITED LIABILITY COMPANY AND, SSH HOTEL PROPERTY I LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNERS, HEREBY DEDICATES TO THE CITY OF CHANDLER, FOR USE AS SUCH, THE STREETS AND EASEMENTS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

EASEMENTS ARE DEDICATED AS SHOWN ON THIS PLAT.
AN EMERGENCY VEHICULAR ACCESS EASEMENT ACROSS THE PROPERTY IS HEREBY DEDICATED TO THE CITY OF CHANDLER.
THE MAINTENANCE OF LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY TO BACK OF CURB SHALL BE THE RESPONSIBILITY OF THE ADJUTING PROPERTY OWNER.
A PUBLIC RIGHT-OF-WAY FOR WILLIS ROAD IS HEREBY DEDICATED TO THE CITY OF CHANDLER.

SSH EH HOTEL PROPERTY I LLC, A DELAWARE LIMITED LIABILITY COMPANY AND, SSH HOTEL PROPERTY I LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNERS, DOES HEREBY GRANT AND CONVEY TO THE CITY OF CHANDLER, AN ARIZONA MUNICIPAL CORPORATION, EASEMENTS FOR THE INSTALLATION, OPERATION AND FURNISHING OF MAINTENANCE OF PUBLIC UTILITY LINES AND FACILITIES, INCLUDING THE RIGHT OF INGRESS AND EGRESS FOR THE OPERATION AND MAINTENANCE OF SUCH UTILITY LINES AND FACILITIES, ARE DEDICATED AS SHOWN ON THIS PLAT. UTILITY PROVIDERS SHALL COMPLY WITH ANY APPLICABLE CODES, REGULATIONS, AND FRANCHISES OF THE CITY OF CHANDLER BEFORE ENTERING AN EASEMENT AND SHALL ASSUME FULL RESPONSIBILITY FOR THE CONSTRUCTION, OPERATION, MAINTENANCE AND REPAIR OF THEIR UTILITY LINES AND FACILITIES.

IN WITNESS WHEREOF,
SSH EH HOTEL PROPERTY I LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HERE UNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF _____ ITS
THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____ 2024.

NAME: _____
TITLE: _____

IN WITNESS WHEREOF,
SSH HOTEL PROPERTY I LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HERE UNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF _____ ITS
DULY AUTHORIZED THIS _____ DAY OF _____ 2024.

NAME: _____
TITLE: _____

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } s.s.

ON THIS _____ DAY OF _____ 2024, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

NOTARY PUBLIC DATE _____

MY COMMISSION EXPIRES: _____ 20____

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } s.s.

ON THIS _____ DAY OF _____ 2024, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

NOTARY PUBLIC DATE _____

MY COMMISSION EXPIRES: _____ 20____

RATIFICATION OF LIEN HOLDER

STATE OF ARIZONA }
COUNTY OF MARICOPA }

BANK OF COLORADO, OWNER AND HOLDER OF A DEED OF TRUST LIEN AGAINST THE PROPERTY REFLECTED ON THIS PLAT, DOES HEREBY RATIFY SAID PLAT AND THE EASEMENTS SHOWN HEREON, AND HEREBY CONFIRMS THAT IT IS THE PRESENT OWNER OF SAID LIEN AND THAT IT HAS NOT ASSIGNED OR ENCUMBERED ALL OR ANY PART OF SAID LIEN.

BANK OF COLORADO

BY: _____

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } s.s.

ON THIS _____ DAY OF _____ 2024, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

NOTARY PUBLIC DATE _____

MY COMMISSION EXPIRES: _____ 20____

RATIFICATION OF LIEN HOLDER

STATE OF ARIZONA }
COUNTY OF MARICOPA }

TKK BANK, SSB, A TEXAS STATE SAVINGS BANK, OWNER AND HOLDER OF A DEED OF TRUST LIEN AGAINST THE PROPERTY REFLECTED ON THIS PLAT, DOES HEREBY RATIFY SAID PLAT AND THE EASEMENTS SHOWN HEREON, AND HEREBY CONFIRMS THAT IT IS THE PRESENT OWNER OF SAID LIEN AND THAT IT HAS NOT ASSIGNED OR ENCUMBERED ALL OR ANY PART OF SAID LIEN.

TKK BANK, SSB, A TEXAS STATE SAVINGS BANK

BY: _____

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } s.s.

ON THIS _____ DAY OF _____ 2024, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

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

NOTARY PUBLIC DATE _____

MY COMMISSION EXPIRES: _____ 20____

SHEET INDEX

SHEET 1 - COVER SHEET
SHEET 2 - LEGAL DESCRIPTIONS AND LEGEND
SHEET 3 - FINAL PLAT BOUNDARY AND EASEMENTS
SHEET 4 - 1" VEHICULAR NON-ACCESS EASEMENTS AND DRAINAGE EASEMENTS

RECORD LEGAL DESCRIPTION

SEE PAGE 2

FLOOD PLAIN CERTIFICATION

ACCORDING TO FEMA FLOOD INSURANCE RATE MAP, MAP NUMBER 04013C2720L, DATED OCTOBER 16, 2014, THE SUBJECT PROPERTY IS LOCATED IN ZONE X (SHADED). ZONE X (SHADED) IS DEFINED AS "AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD."

BENCHMARK

BENCHMARK NUMBER 38
SECTION 6, T2S, R5E, 3" BRASS CAP FLUSH, 200 FEET EAST OF SOUTHWEST CORNER OF SAID SECTION 6
NGVD 29 ELEVATION: 1181.520 FEET
EQUATION: 1.759
NAVD 88 ELEVATION: 1183.26 FEET

NOTES

- ALL TITLE INFORMATION AND THE DESCRIPTION SHOWN IS BASED ON A COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NUMBER NCS-1153526-PHX, DATED OCTOBER 24, 2022.
- CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES, FENCES, AND DRIVEWAYS.
- NO STRUCTURES OR VEGETATION OF ANY KIND THAT WOULD IMPIDE THE FLOW OF WATER THROUGH THE EASEMENTS MAY BE CONSTRUCTED, PLANTED OR ALLOWED TO GROW WITHIN DRAINAGE EASEMENTS.
- IN EASEMENTS FOR THE EXCLUSIVE USE OF WATER, SANITARY SEWER OR BOTH, ONLY GROUND COVER AND BUSHES ARE ALLOWED TO BE PLANTED WITHIN THE EASEMENT AREA. NO TREES ARE ALLOWED.
- CROSS ACCESS AGREEMENT ACROSS LOTS 1 AND 2 IS PROVIDED PER DOCUMENT NUMBER 2023-0245047, RECORDS OF MARICOPA COUNTY, ARIZONA.
- THE IMPROVEMENTS SHOWN ON THE SET OF PLANS WILL NOT BE FULLY APPROVED BY THE CITY AND THE CERTIFICATE OF OCCUPANCY WILL NOT BE ISSUED UNTIL THE IRRIGATION FACILITY UNDERGROUNDING REQUIREMENT HAS BEEN SATISFIED.
- THIS SITE IS SUBJECT TO A CROSS ACCESS EASEMENT AS RECORDED IN 2023-0245047, RECORDS OF MARICOPA COUNTY, ARIZONA.

	AREA TABLE	
	GROSS	NET
LOT 1	88,074 SQ. FT. 2.02 ACRES	79,591 SQ. FT. 1.83 ACRES
LOT 2	71,242 SQ. FT. 1.64 ACRES	71,242 SQ. FT. 1.64 ACRES
TOTAL	159,316 SQ. FT. 3.66 ACRES	150,833 SQ. FT. 3.47 ACRES

OWNERS/DEVELOPER

SSH EH HOTEL PROPERTY I LLC, A DELAWARE LIMITED LIABILITY COMPANY
8400 E CRESCENT PARKWAY, SUITE 160, GREENWOOD VILLAGE, CO. 80111
PHONE: 720-529-2826
CONTACT: JOHN JAGGER
EMAIL: JJAGGER@SERVICES.TARUSANA.NET

SSH HOTEL PROPERTY I LLC, A DELAWARE LIMITED LIABILITY COMPANY
8400 E CRESCENT PARKWAY, SUITE 160, GREENWOOD VILLAGE, CO. 80111
PHONE: 720-529-2826
CONTACT: JOHN JAGGER
EMAIL: JJAGGER@SERVICES.TARUSANA.NET

DESIGN PROFESSIONAL

SUSTAINABILITY ENGINEERING GROUP
8280 E GELTING DRIVE, SUITE 101
SCOTTSDALE, AZ 85260
PHONE: 480-558-7226
CONTACT: ALI FAKIH
EMAIL: ALI@AZSEG.COM

BASIS OF BEARING

THE BASIS OF BEARING IS THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 6, USING A BEARING OF NORTH 00 DEGREES 11 MINUTES 01 SECOND WEST, PER RECORD OF SURVEY RECORDED IN BOOK 1136 OF MAPS, PAGE 35, RECORDS OF MARICOPA COUNTY, ARIZONA.

CERTIFICATION

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

DAVID S. KLEIN
R.L.S. 42137
2122 W. LONE CACTUS RD., SUITE 11
PHOENIX, AZ 85027
DATE: JANUARY 25, 2024



APPROVALS

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

DEVELOPMENT SERVICES DIRECTOR DATE _____

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

CITY ENGINEER DATE _____

APPROVED BY THE COUNCIL OF THIS CITY OF CHANDLER, ARIZONA THIS DATE OF _____ 2024.

MAYOR DATE _____

ATTEST: _____

CITY CLERK DATE _____

A FINAL PLAT OF
WOODSPRING SUITES & EVERHOME SUITES

2122 W. Lone Cactus Drive, Suite 11
Phoenix, AZ 85027
602-866-0600
www.superior-surveying.com
info@superior-surveying.com



OWN: LF CMC JW
SHEET 1 OF 4
DATE: 1/25/24
JOB: 202202063

C.O.C. LOG NO. PLT22-0040

A FINAL PLAT OF WOODSPRING SUITES & EVERHOME SUITES

OF
A PORTION OF THE NORTHWEST QUARTER OF SECTION 6, T2S, R5E OF THE
GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

RECORD LEGAL DESCRIPTION

PARCEL NO. 1:
THAT PART OF LOT 5, SECTION 6, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;
THENCE NORTH (ASSUMED BEARING) ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 450.42 FEET;
THENCE NORTH 89° 15' EAST, BEING PARALLEL TO AND 450.42 FEET NORTH OF THE EAST-WEST MID-SECTION LINE OF SAID SECTION 6, A DISTANCE OF 33.00 FEET TO A POINT OF BEGINNING;
THENCE NORTH PARALLEL TO SAID WEST LINE OF SECTION 6, A DISTANCE OF 208.71 FEET;
THENCE NORTH 89° 15' EAST, PARALLEL TO SAID EAST-WEST MID-SECTION LINE OF SECTION 6, A DISTANCE OF 208.71 FEET;
THENCE SOUTH, PARALLEL TO SAID WEST LINE OF SECTION 6, A DISTANCE OF 208.71 FEET;
THENCE SOUTH 89° 15' WEST, BEING PARALLEL TO AND 450.42 FEET NORTH OF SAID EAST-WEST MID-SECTION LINE, A DISTANCE OF 208.71 FEET TO A POINT OF BEGINNING.

PARCEL NO. 2:
THAT PART OF ABANDONED PRICE STREET AS ABANDONED BY ORDINANCE RECORDED IN DOCUMENT NO. 86-539156, RECORDS OF MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

THAT PART OF LOT 5, SECTION 6, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;
THENCE NORTH (ASSUMED BEARING) ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 450.42 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 89° 15' EAST, BEING PARALLEL TO AND 450.42 FEET NORTH OF THE EAST-WEST MID-SECTION LINE OF SAID SECTION 6, A DISTANCE OF 33.00 FEET;
THENCE NORTH PARALLEL TO SAID WEST LINE OF SECTION 6, A DISTANCE OF 208.71 FEET;
THENCE SOUTH 89° 15' WEST, PARALLEL TO SAID EAST-WEST MID-SECTION LINE OF SECTION 6, A DISTANCE OF 33.00 FEET TO SAID WEST LINE OF SECTION 6;
THENCE SOUTH, ALONG SAID WEST LINE, A DISTANCE OF 208.71 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 3:
THAT PART OF LOT 5, SECTION 6, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;
THENCE NORTH (ASSUMED BEARING) ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 241.71 FEET;
THENCE NORTH 89° 15' EAST, BEING PARALLEL TO AND 241.71 FEET NORTH OF THE EAST-WEST MID-SECTION LINE OF SAID SECTION 6, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING;
THENCE NORTH PARALLEL TO SAID WEST LINE OF SECTION 6, A DISTANCE OF 208.71 FEET;
THENCE NORTH 89° 15' EAST, PARALLEL TO SAID EAST-WEST MID-SECTION LINE OF SECTION 6, A DISTANCE OF 208.71 FEET;
THENCE SOUTH, PARALLEL TO SAID WEST LINE OF SECTION 6, A DISTANCE OF 208.71 FEET;
THENCE SOUTH 89° 15' WEST, BEING PARALLEL TO AND 241.71 FEET NORTH OF SAID EAST-WEST MID-SECTION LINE, A DISTANCE OF 208.71 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 4:
THAT PART OF ABANDONED PRICE STREET AS ABANDONED BY ORDINANCE RECORDED IN DOCUMENT NO. 86-539156, RECORDS OF MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

THAT PART OF LOT 5, SECTION 6, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;
THENCE NORTH (ASSUMED BEARING) ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 241.71 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 89° 15' EAST, BEING PARALLEL TO AND 241.71 FEET NORTH OF THE EAST-WEST MID-SECTION LINE OF SAID SECTION 6, A DISTANCE OF 33.00 FEET;
THENCE NORTH PARALLEL TO SAID WEST LINE OF SECTION 6, A DISTANCE OF 208.71 FEET;
THENCE SOUTH 89° 15' WEST, BEING PARALLEL TO SAID EAST-WEST MID-SECTION LINE OF SECTION 6, A DISTANCE OF 33.00 FEET TO SAID WEST LINE OF SECTION 6;
THENCE SOUTH ALONG SAID WEST LINE, A DISTANCE OF 208.71 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 5:
COMMENCING AT THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

THENCE NORTH (ASSUMED BEARING) ALONG THE WEST LINE OF SAID SECTION 6, A DISTANCE OF 33.00 FEET;
THENCE NORTH 89° 15' EAST, BEING PARALLEL TO AND 33.00 FEET NORTH OF THE EAST-WEST MID-SECTION LINE OF SAID SECTION 6, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING;
THENCE NORTH PARALLEL TO SAID WEST LINE OF SECTION 6, A DISTANCE OF 208.71 FEET;
THENCE NORTH 89° 15' EAST, PARALLEL TO SAID EAST-WEST MID-SECTION LINE OF SECTION 6 A DISTANCE OF 208.71 FEET;
THENCE SOUTH PARALLEL TO SAID WEST LINE OF SECTION 6 A DISTANCE OF 208.71 FEET;
THENCE SOUTH 89° 15' WEST, BEING PARALLEL TO AND 33.00 FEET NORTH OF SAID EAST-WEST MID-SECTION LINE, A DISTANCE OF 208.71 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 6:
THAT PART OF ABANDONED PRICE STREET AS ABANDONED BY ORDINANCE RECORDED IN DOCUMENT NO. 86-539156, RECORDS OF MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

THE WEST 33 FEET OF THE NORTH 208.71 FEET OF THE SOUTH 241.71 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

NEW LEGAL DESCRIPTION

THAT PART OF LOT 5, LYING WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 4-INCH MARICOPA COUNTY BRASS CAP IN POTHOLE STAMPED "15870" MARKING THE WEST QUARTER CORNER OF SAID SECTION 6, FROM WHICH A BRASS CAP MARKING THE NORTHWEST CORNER OF SAID SECTION 6 BEARS NORTH 00 DEGREES 11 MINUTES 01 SECOND WEST 2,964.57 FEET, SAID DESCRIBED LINE BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;
THENCE NORTH 00 DEGREES 11 MINUTES 01 SECOND WEST 659.18 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER TO A 1/2-INCH REBAR WITH RED PLASTIC CAP STAMPED "23385";
THENCE NORTH 89 DEGREES 05 MINUTES 45 SECONDS EAST 241.71 FEET;
THENCE SOUTH 00 DEGREES 11 MINUTES 01 SECOND EAST 659.17 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER;
THENCE SOUTH 89 DEGREES 05 MINUTES 45 SECONDS WEST 241.70 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING

LEGEND

---	BOUNDARY LINE	◆	FOUND BUREAU OF LAND MANAGEMENT BRASS CAP IN POTHOLE 1.1" DOWN (N 04°27'11" E 4.86')
---	MONUMENT LINE	☆	FOUND 1/2" REBAR NO IDENTIFICATION IN POTHOLE 1.1" DOWN (S 76°01'14" E 0.35')
---	RIGHT OF WAY LINE		A.P.N. ASSESSORS PARCEL NUMBER
---	EXISTING EASEMENT LINE		M.C.R. MARICOPA COUNTY RECORDS
---	NEW EASEMENT LINE		R/W RIGHT OF WAY
⊗	SET 1/2" REBAR WITH ALUMINUM CAP STAMPED "KLEIN 42137"		P.U.E. PUBLIC UTILITIES EASEMENT
⊕	SET 1/2" REBAR WITH ALUMINUM CAP STAMPED "KLEIN 42137" W.C. 2' EAST		W.C. WITNESS CORNER
⊗	FOUND 1/2" REBAR WITH RED PLASTIC CAP STAMPED "23385"		BK. BOOK
⊕	FOUND 1/2" REBAR WITH ORANGE PLASTIC CAP STAMPED "45721"		DKT. DOCKET
			PG. PAGE
			(R) RECORD PER DESCRIPTION
			(W) MEASURED



A FINAL PLAT OF
WOODSPRING SUITES & EVERHOME SUITES

2122 W. Lone Cactus Drive, Suite 11
Phoenix, AZ 85027
602-866-0600
www.superiorsurveying.com
info@superiorsurveying.com

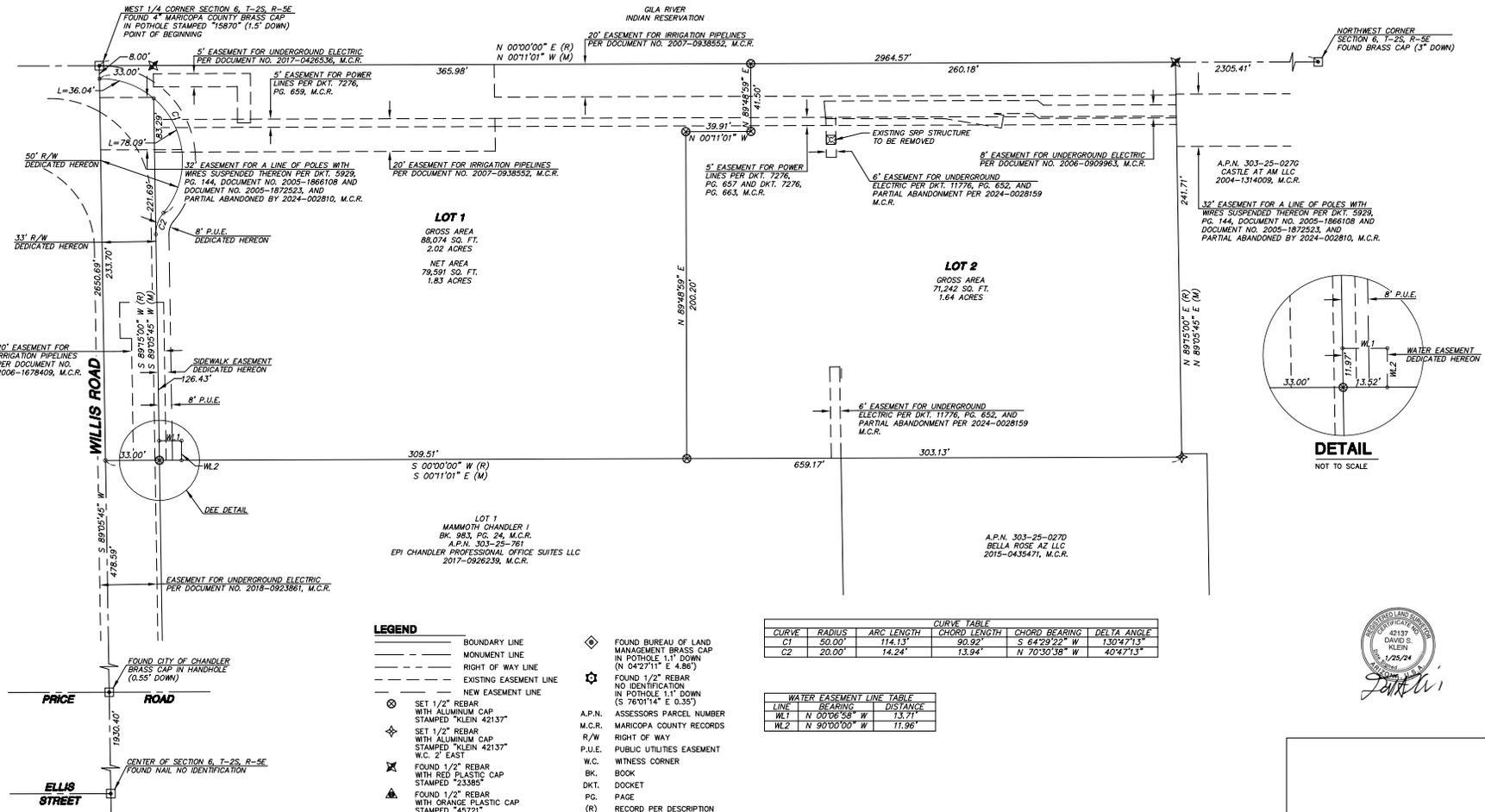
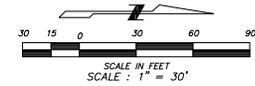
SUPERIOR
SURVEYING SERVICES, INC.

OWN: LE CHK: JW
SHEET 2 OF 4
DATE: 1/25/24
JOB: 202202063

C.O.C. LOG NO. PLT22-0040

A FINAL PLAT OF WOODSPRING SUITES & EVERHOME SUITES

OF
A PORTION OF THE NORTHWEST QUARTER OF SECTION 6, T2S, R5E OF THE
GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



DETAIL
NOT TO SCALE

- LEGEND**
- BOUNDARY LINE
 - - - MONUMENT LINE
 - - - RIGHT OF WAY LINE
 - - - EXISTING EASEMENT LINE
 - - - NEW EASEMENT LINE
 - ⊗ SET 1/2" REBAR WITH ALUMINUM CAP STAMPED "KLEIN 42137"
 - ⊕ SET 1/2" REBAR WITH ALUMINUM CAP STAMPED "KLEIN 42137" W.C. 2' EAST
 - ⊗ FOUND 1/2" REBAR WITH RED PLASTIC CAP STAMPED "23585"
 - ⊕ FOUND 1/2" REBAR WITH ORANGE PLASTIC CAP STAMPED "45721"
 - ◆ FOUND BUREAU OF LAND MANAGEMENT BRASS CAP IN POT HOLE 1.1" DOWN (N 042°11' E 4.86')
 - ⊗ FOUND 1/2" REBAR NO IDENTIFICATION IN POT HOLE 1.1" DOWN (S 76°01'14" E 0.35')
 - A.P.N. ASSESSOR'S PARCEL NUMBER
 - M.C.R. MARICOPA COUNTY RECORDS
 - R/W RIGHT OF WAY
 - P.U.E. PUBLIC UTILITIES EASEMENT
 - W.C. WITNESS CORNER
 - BK. BOOK
 - DKT. DOCKET
 - PG. PAGE
 - (R) RECORD PER DESCRIPTION
 - (M) MEASURED

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00'	114.13'	90.92'	S 64°29'22" W	130°47'13"
C2	20.00'	14.24'	13.94'	N 70°30'38" W	40°47'13"

WATER EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
WL1	N 00°06'58" W	13.71'
WL2	N 90°00'00" W	11.98'



A FINAL PLAT OF
WOODSPRING SUITES & EVERHOME SUITES

2122 W. Lone Cactus Drive, Suite 11
Phoenix, AZ 85027
602-386-0000
www.superior-surveying.com
info@superior-surveying.com

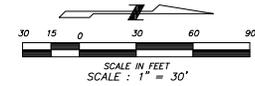
SUPERIOR
SURVEYING SERVICES, INC.

OWN: LE CMK JMW
SHEET 3 OF 4
DATE: 1/25/24
JOB: 202202063

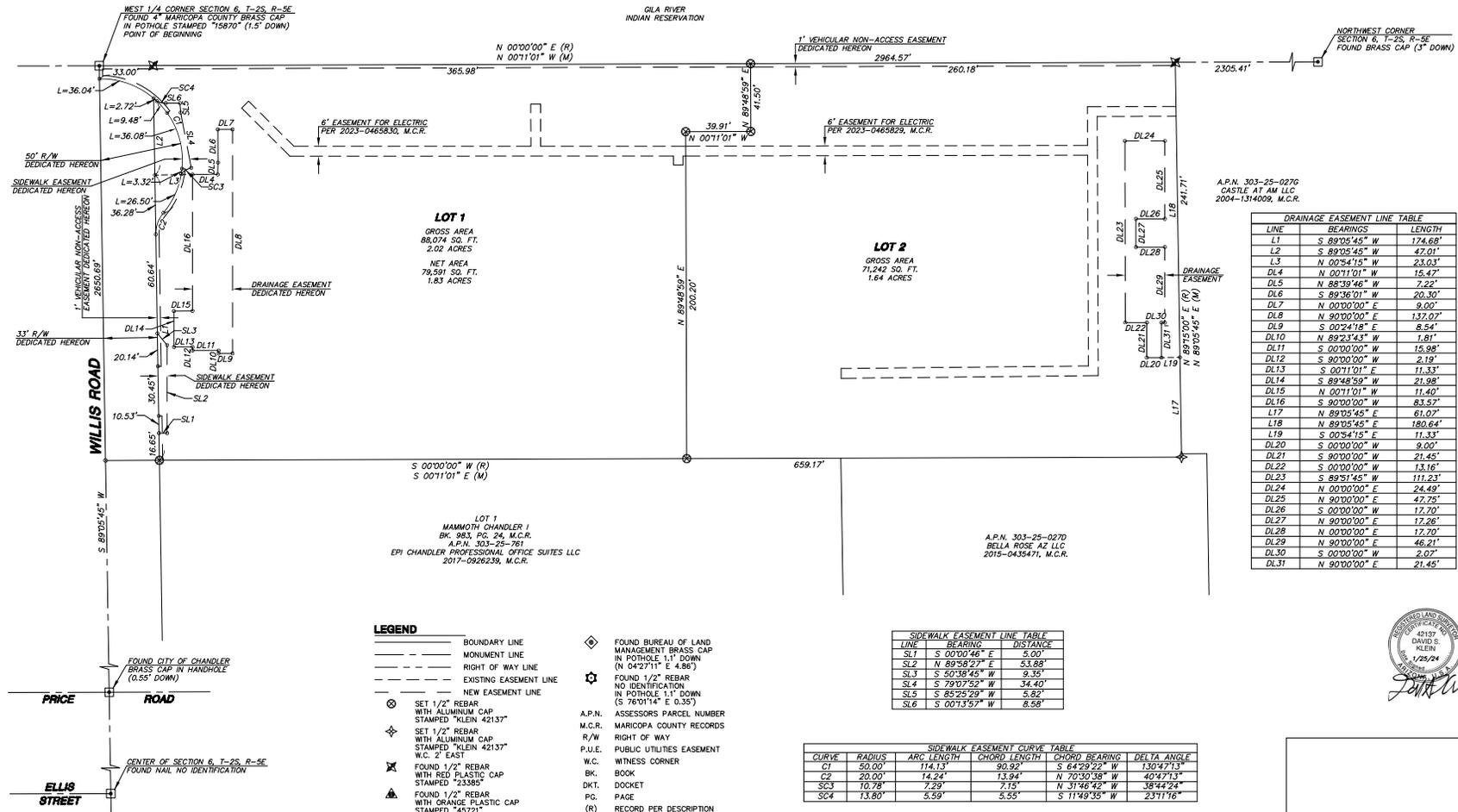
C.O.C. LOG NO. PLT22-0040

A FINAL PLAT OF WOODSPRING SUITES & EVERHOME SUITES

OF
A PORTION OF THE NORTHWEST QUARTER OF SECTION 6, T2S, R5E OF THE
GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



1' VEHICULAR NON-ACCESS EASEMENTS; DRAINAGE EASEMENTS AND 6' ELECTRIC EASEMENT



A.P.N. 303-25-0276
CASTLE AT AM LLC
2004-1314009, M.C.R.

LINE	BEARINGS	LENGTH
L1	S. 89°06'45" W	174.66'
L2	S. 89°06'45" W	47.01'
L3	N. 00°54'15" W	23.03'
DL4	N. 00°11'01" W	15.97'
DL5	N. 88°39'46" W	7.22'
DL6	S. 89°36'01" W	20.30'
DL7	N. 00°00'00" E	9.00'
DL8	N. 90°00'00" E	132.07'
DL9	S. 00°54'15" E	8.54'
DL10	N. 89°23'43" W	1.81'
DL11	S. 00°00'00" W	15.98'
DL12	S. 90°00'00" W	2.19'
DL13	S. 00°11'01" E	11.33'
DL14	S. 89°48'59" W	21.98'
DL15	N. 00°11'01" W	11.40'
DL16	S. 90°00'00" W	83.57'
DL17	N. 89°06'45" E	61.07'
DL18	N. 89°06'45" E	180.04'
DL19	S. 00°54'15" E	11.33'
DL20	S. 00°00'00" W	9.00'
DL21	S. 90°00'00" W	21.45'
DL22	S. 00°00'00" W	13.16'
DL23	S. 89°11'45" W	111.23'
DL24	N. 00°00'00" E	24.49'
DL25	N. 90°00'00" E	47.75'
DL26	S. 00°00'00" W	17.70'
DL27	N. 90°00'00" E	17.26'
DL28	N. 00°00'00" E	17.70'
DL29	N. 90°00'00" E	46.21'
DL30	S. 00°00'00" W	2.07'
DL31	N. 90°00'00" E	21.45'

David S. Klein
 No. 4197
 State of Arizona
 Commission Expires 12/31/24

- LEGEND**
- BOUNDARY LINE
 - - - MONUMENT LINE
 - - - RIGHT OF WAY LINE
 - - - EXISTING EASEMENT LINE
 - - - NEW EASEMENT LINE
 - ⊗ SET 1/2" REBAR WITH ALUMINUM CAP STAMPED "KLEIN 42137"
 - ⊕ SET 1/2" REBAR WITH ALUMINUM CAP STAMPED "KLEIN 42137" W.C. 2" EAST
 - ⊗ SET 1/2" REBAR WITH RED PLASTIC CAP STAMPED "23395"
 - ⊕ SET 1/2" REBAR WITH ORANGE PLASTIC CAP STAMPED "45721"
 - ◆ FOUND BUREAU OF LAND MANAGEMENT BRASS CAP IN POTHOLE 1.1' DOWN (N 042°11' E 4.86')
 - ⊕ FOUND 1/2" REBAR NO IDENTIFICATION IN POTHOLE 1.1' DOWN (S 76°01'14" E 0.35')
 - A.P.N. ASSESSOR'S PARCEL NUMBER
 - M.C.R. MARICOPA COUNTY RECORDS
 - R/W RIGHT OF WAY
 - P.U.E. PUBLIC UTILITIES EASEMENT
 - W.C. WITNESS CORNER
 - BK. BOOK
 - DKT. DOCKET
 - PG. PAGE
 - (R) RECORD PER DESCRIPTION
 - (M) MEASURED

SIDEWALK EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
SL1	S. 00°00'46" E	5.00'
SL2	N. 89°38'27" E	53.88'
SL3	S. 00°39'49" W	9.35'
SL4	S. 70°17'52" W	34.40'
SL5	S. 85°25'29" W	5.82'
SL6	S. 00°13'57" W	8.58'

SIDEWALK EASEMENT CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00'	114.13'	90.92'	S. 64°29'22" W	130°47'13"
C2	20.00'	14.24'	13.94'	N. 70°30'36" W	40°47'13"
SC3	10.78'	7.29'	7.15'	N. 31°46'42" W	38°44'24"
SC4	13.80'	5.59'	5.55'	S. 11°49'35" W	23°11'16"

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SURVEYING SERVICES, INC.

C.O.C. LOG NO. PLT22-0040

OWN: LE COK JWV
SHEET 4 OF 4
DATE: 1/25/24
JOB: 202202063



City Council Memorandum Development Services Memo No. 24-009

Date: May 06, 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
Final 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:

Move City Council 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.

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 businesses 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).

Ordinance No. 5084 was introduced and tentatively adopted on April 18, 2024

Recommended Conditions of Approval

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.

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:

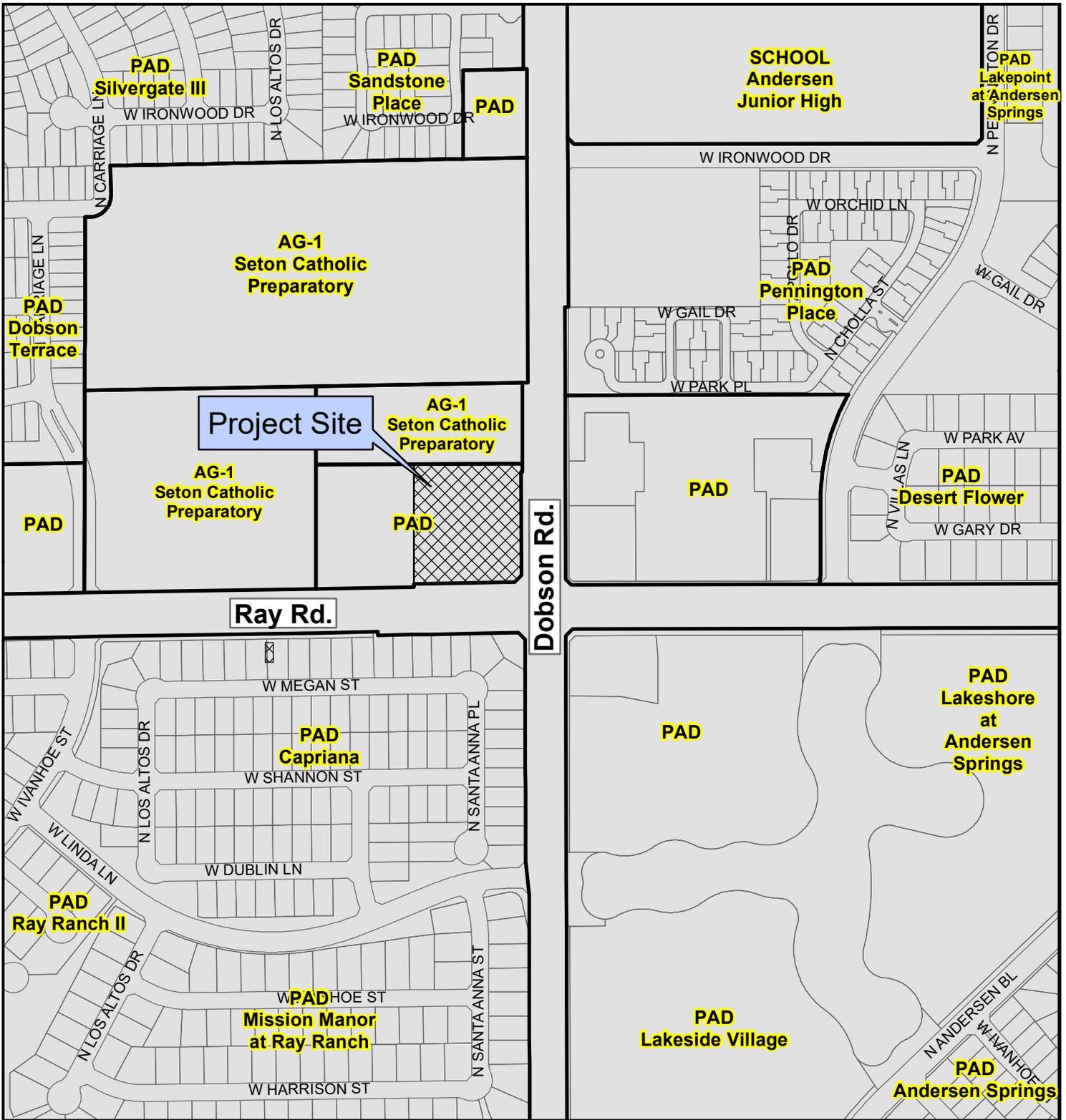
Exhibit A
Legal Description

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.

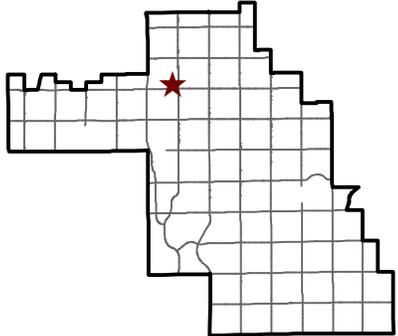


Project Site



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>

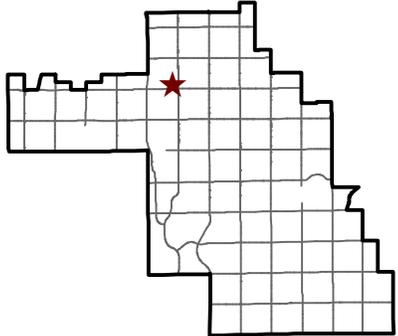




PLH23-0044 QuikTrip



Proposed Project Details
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 Rezone/Preliminary Development Plan for Fuel Station
 2.5 Acres



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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

TABLE OF CONTENTS

I.	Introduction and Request	1
II.	Site, Surrounding Area, and Existing Zoning.....	1
III.	Proposed Planned Area Development.....	2
A.	Permitted Uses	2
B.	Development Standards	2
C.	Signage.....	2
IV.	Proposed Preliminary Development Plan.....	2
A.	Site Layout and Architecture	2
B.	Landscaping	3
C.	Parking and Circulation	3
V.	Conclusion	3
VI.	Project Team	4

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.

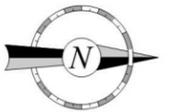
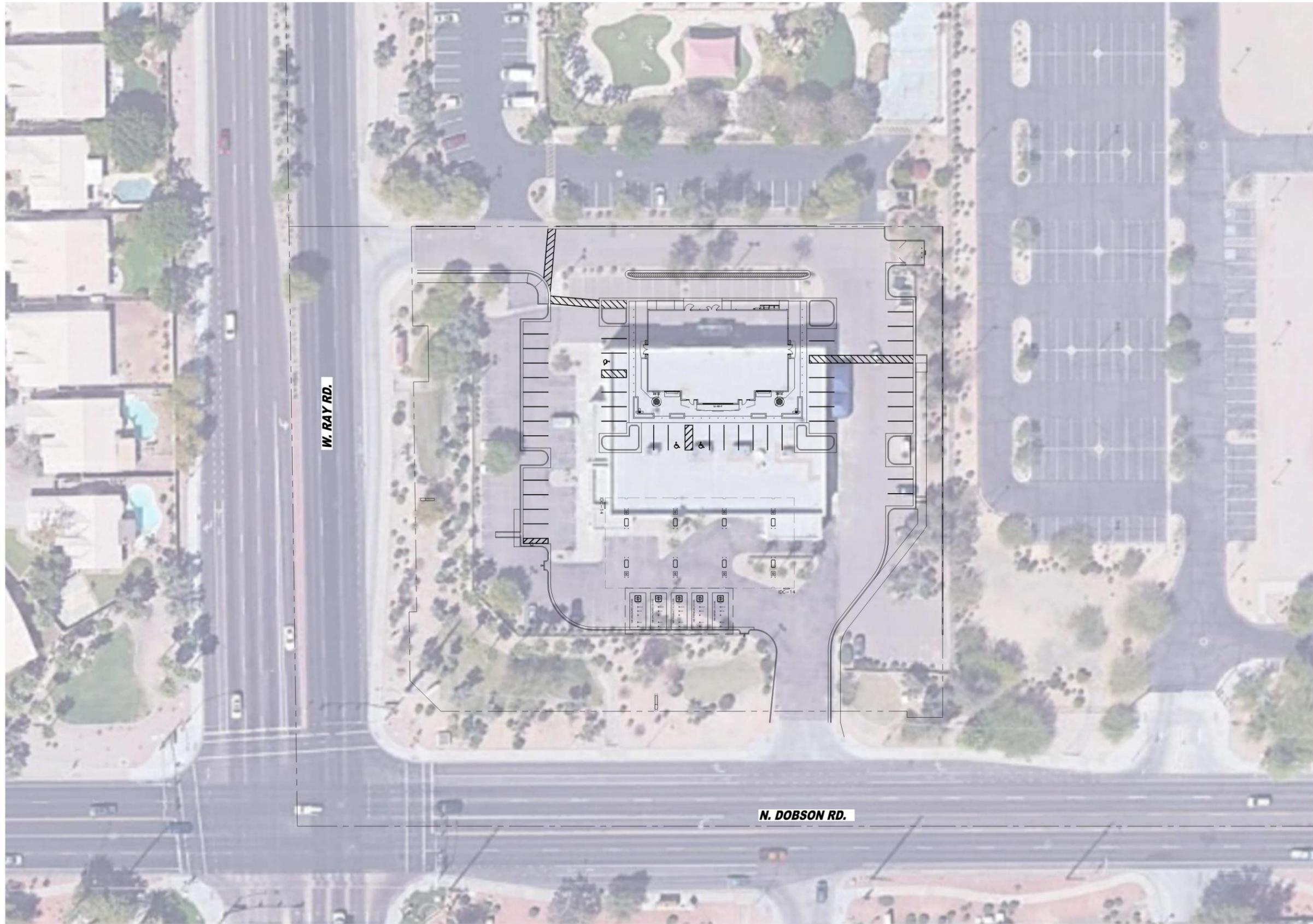
VI. PROJECT TEAM

Developer: QuikTrip Corporation
Daniel Chambers
1116 East Broadway Road
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Phone: (480) 446-6321
Email: daniel.chambers@quiktrip.com

Planning/Engineering: Kimley Horn
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Zoning: Burch & Cracchiolo, P.A.
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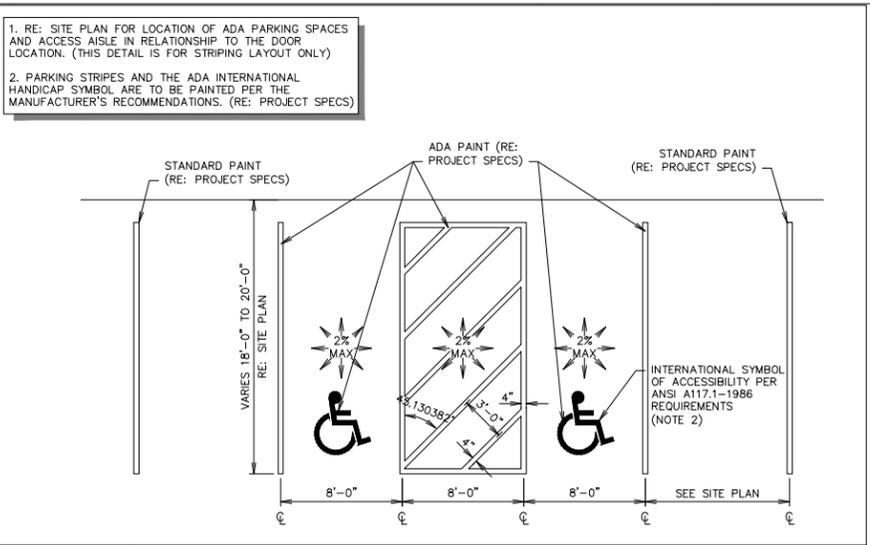
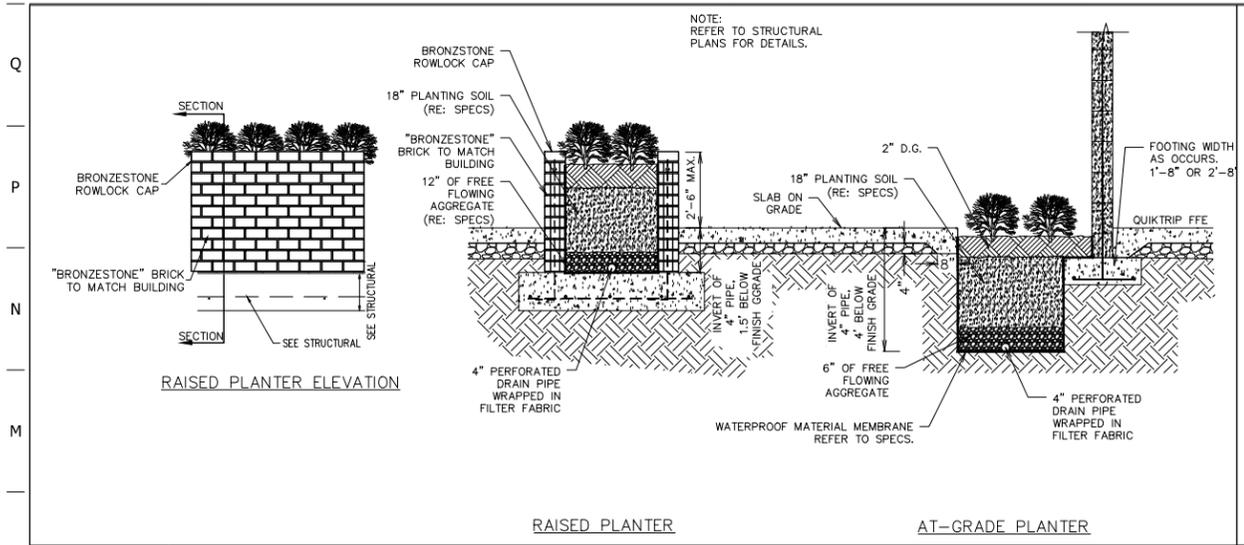
Exhibit 1



AERIAL EXHIBIT

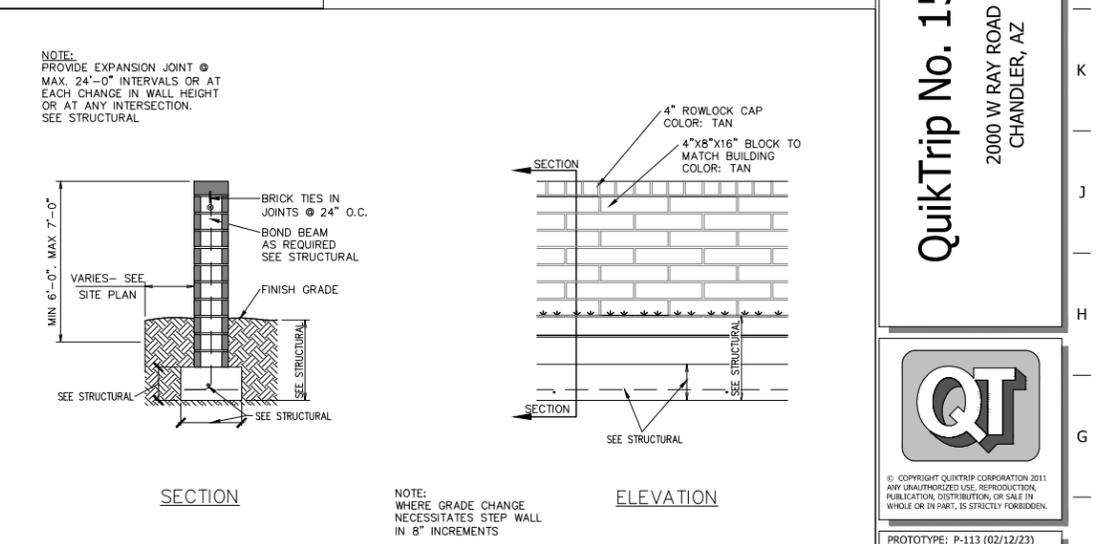
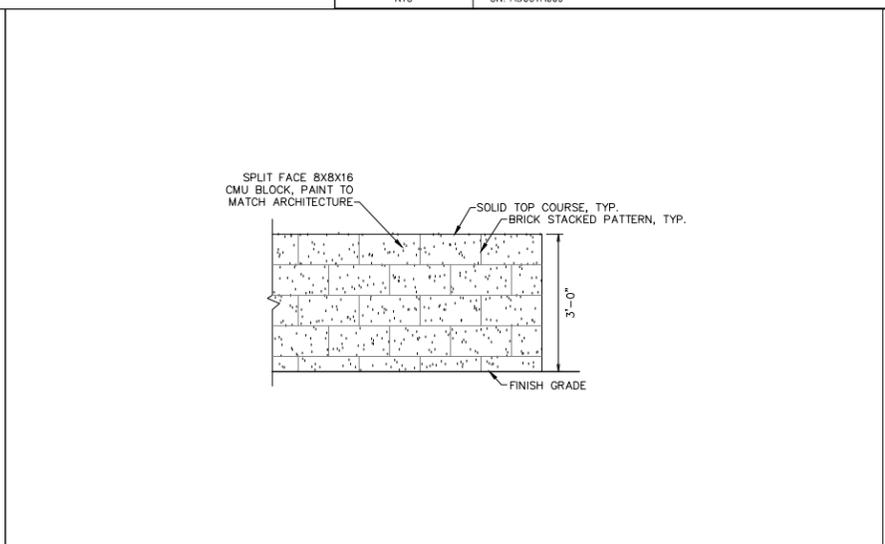
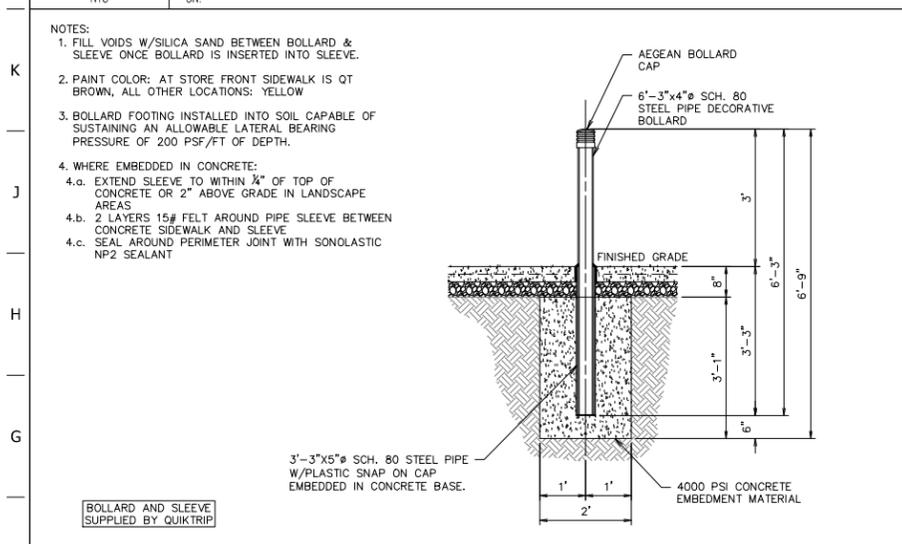


Exhibit 2



L1 RAISED AND AT-GRADE PLANTER
NTS SN:

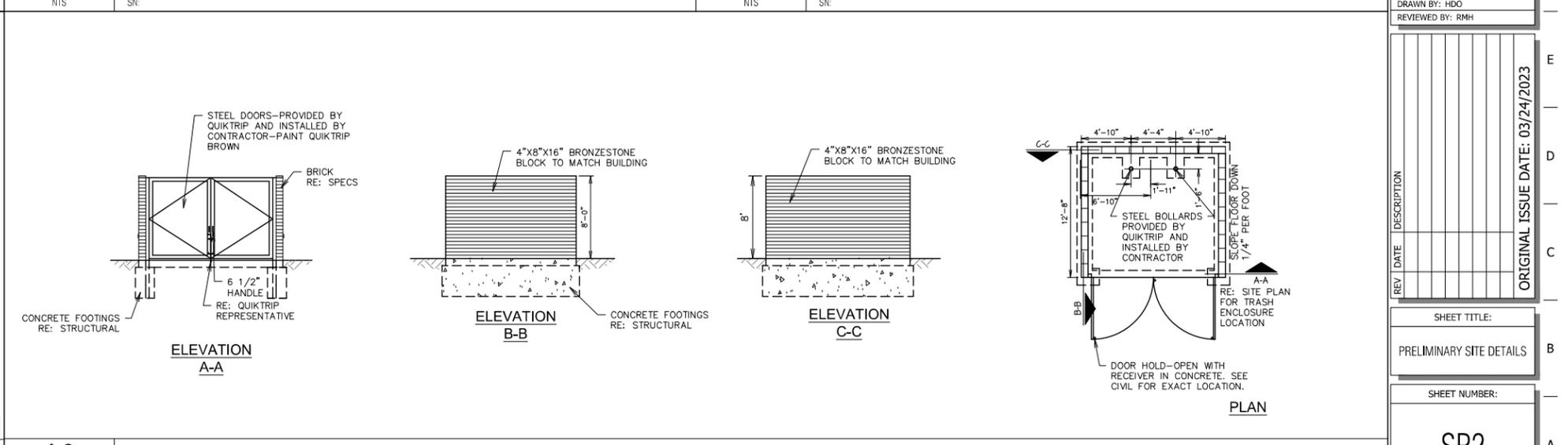
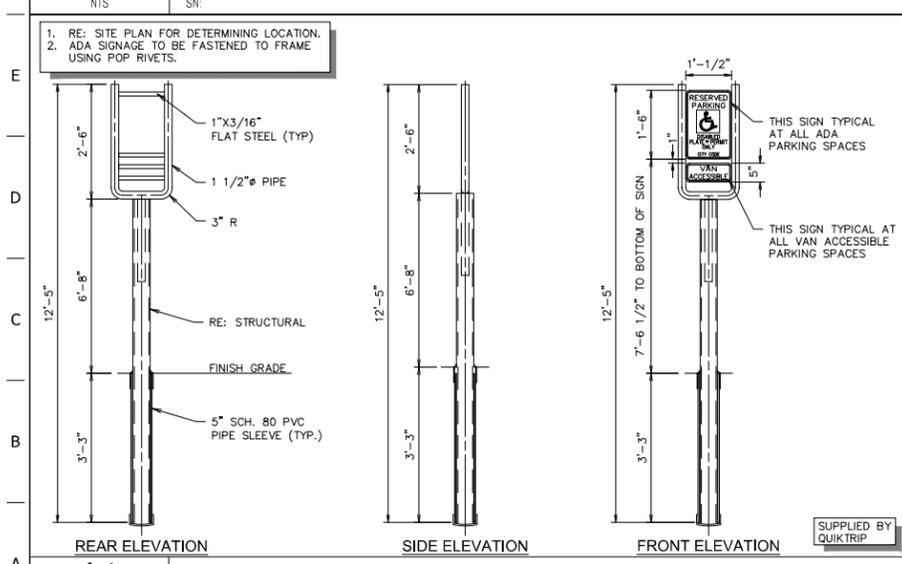
L6 DOUBLE STALL ADA PARKING STRIPING DETAIL
NTS SN: A0001A009



F1 4" BOLLARD DETAIL
NTS SN:

F6 LANDSCAPE SCREEN WALL ELEVATION
NTS SN:

F11 PERIMETER SCREEN WALL DETAIL
NTS SN:



A1 ADA SIGN IN BOLLARD
NTS SN: A0003C0010

A6 SINGLE TRASH ENCLOSURE
NTS SN:



PROJECT NO.: 291443019
Kimley-Horn
© 2004 KIMLEY-HORN AND ASSOCIATES, INC.
7740 NORTH 16TH STREET, SUITE 300
PHOENIX, ARIZONA 85020 (602) 944-5500

QuikTrip No. 1523
2000 W RAY ROAD
CHANDLER, AZ



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 DETAILS

SHEET NUMBER:
SP2

FILE LOCATION: K:\PHX_Civil\291443023 - 071523 - Roy & Dobson\CADD\Details\1523 DETAILS SITE.dwg TAB NAME: SP2 USER: Max.Holbert SAVED: 11/9/2023 10:32 AM PLOTTED: 2/28/2024 9:56 AM

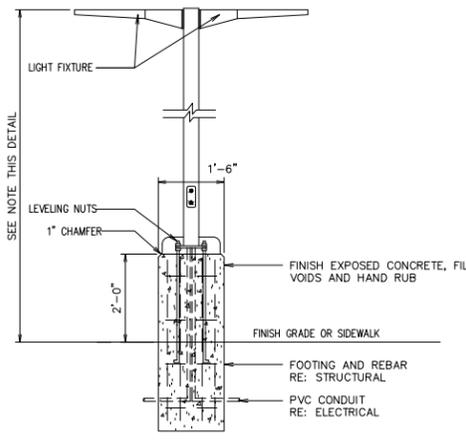
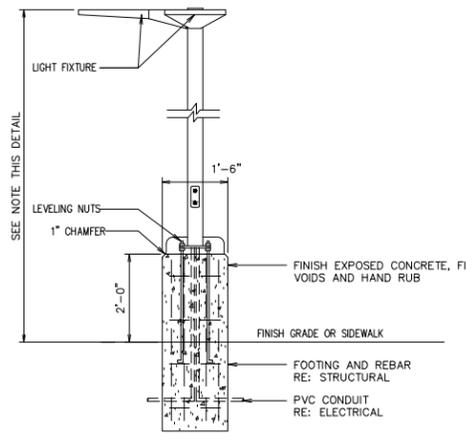
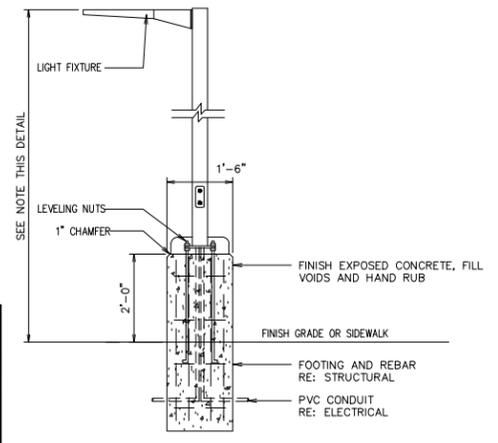
ORIGINAL ISSUE DATE: 03/24/2023

FILE LOCATION: K:\PHX_Civil\291443023 - 071523 - Roy & Dobson\CADD\Details\1523 DETAILS SITE.dwg TAB NAME: SP3 USER: Max.Holbert SAVED: 11/9/2023 10:32 AM PLOTTED: 2/28/2024 9:56 AM

SINGLE HEAD

DOUBLE 90

DOUBLE 180



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.

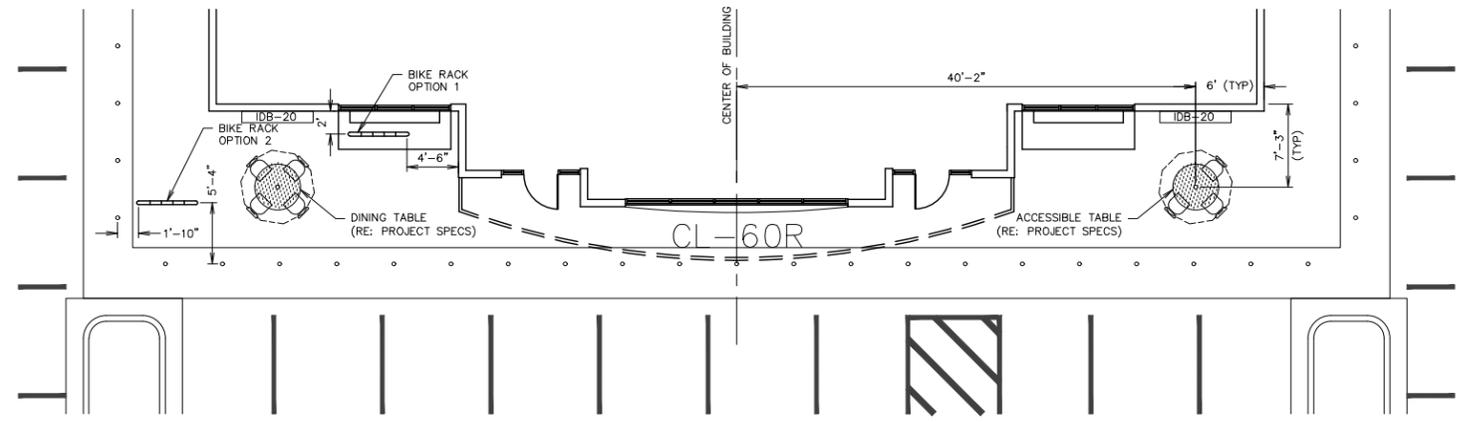


PROJECT NO.: 291443019



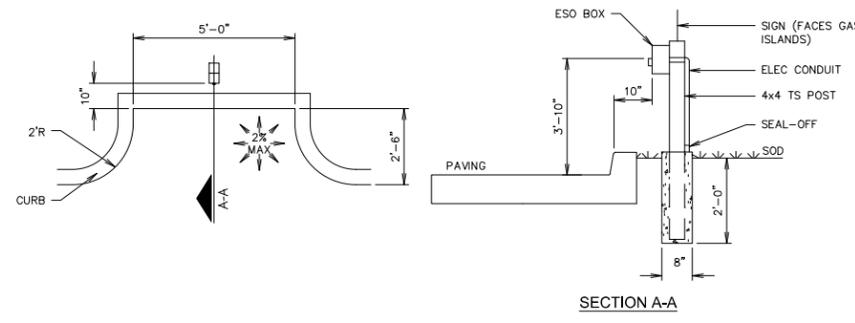
L1 NOT USED

L6 LIGHT POLE DETAIL



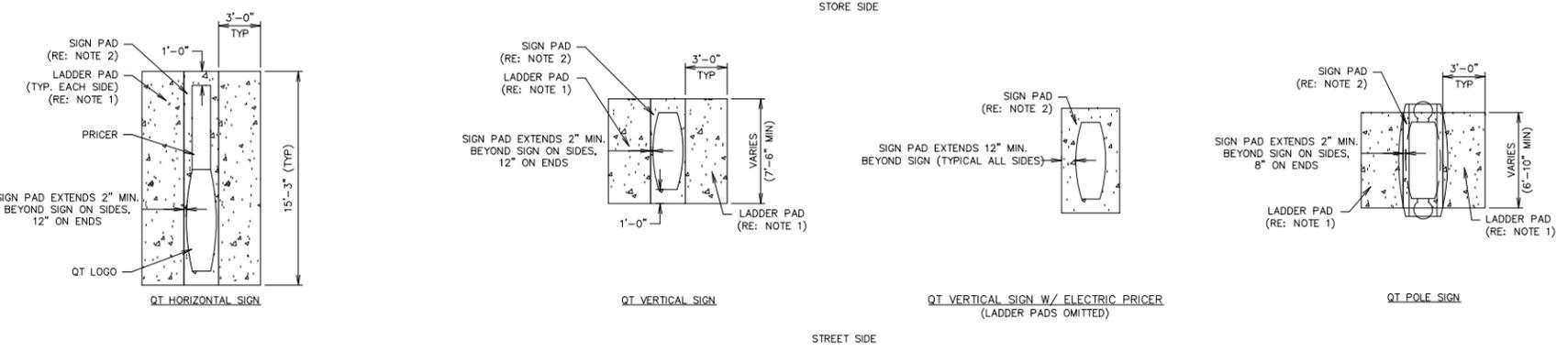
F1 OUTSIDE TABLE PLACEMENT

GC TO PROVIDE AND INSTALL EMERGENCY SHUTOFF SWITCH SIGNAGE AS REQUIRED BY LOCAL JURISDICTION



F11 EMERGENCY SHUT OFF DETAIL

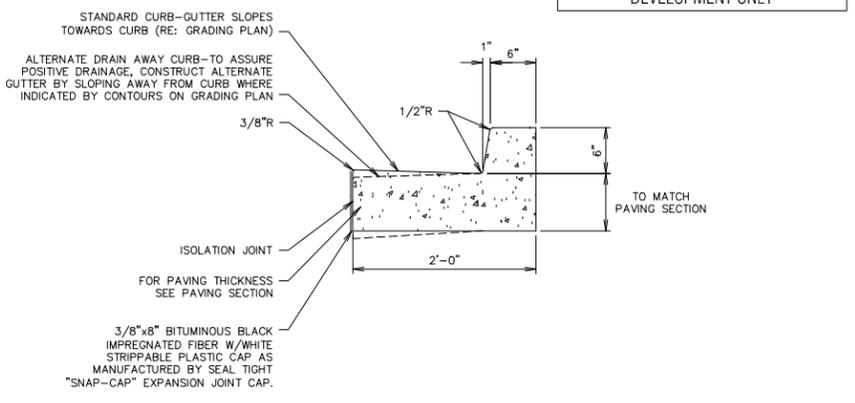
- 4" THICK X 4000 P.S.I. CONCRETE LADDER PAD W/6"x6" 10 GA. W.W.F. PLACED LEVEL, MID-DEPTH (TYPICAL)
- 4" THICK X 4000 P.S.I. CONCRETE SIGN PAD W/6"x6" 10 GA. W.W.F. PLACED LEVEL, MID-DEPTH (TYPICAL)
- CAULK CONSTRUCTION JOINT BETWEEN SIGN AND LADDER PADS.
- FOR QT SIGN PAD PLACEMENT, RE: SITE PLAN FOR SITE SPECIFIC SIGNAGE.



A1 GEN III SIGN PAD DETAIL

RE: AHJ SPEC'S FOR WORK IN R-O-W

NOTE: THE INCLUDED DETAILS ARE FOR THE QUIKTRIP PORTION OF THE DEVELOPMENT ONLY



A11 CURB DETAIL - BARRIER

QuikTrip No. 1523
 2000 W RAY ROAD
 CHANDLER, AZ



PROTOTYPE: P-113 (02/12/23)
 DIVISION: 08
 VERSION: 001
 DESIGNED BY: RMH
 DRAWN BY: HDO
 REVIEWED BY: RMH

REV	DATE	DESCRIPTION

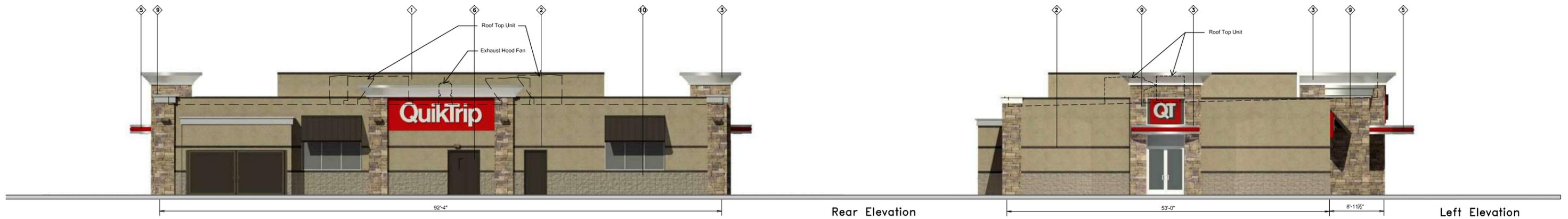
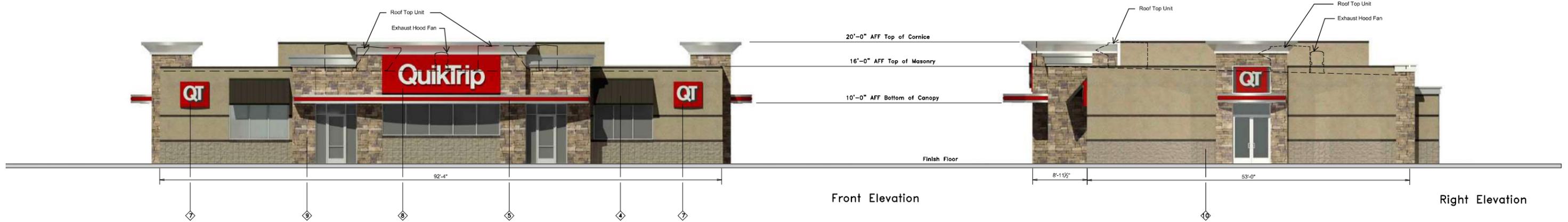
SHEET TITLE:
 PRELIMINARY SITE DETAILS

SHEET NUMBER:
SP3

ORIGINAL ISSUE DATE: 03/24/2023

Exhibit 3

Exhibit 4



APPROVED
Joe H. 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

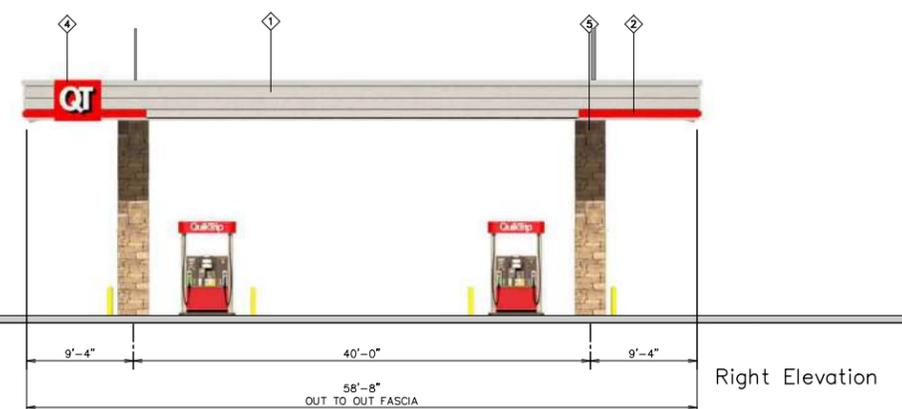
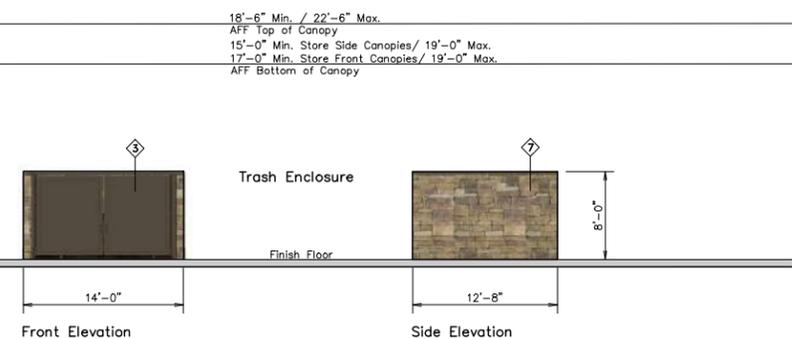
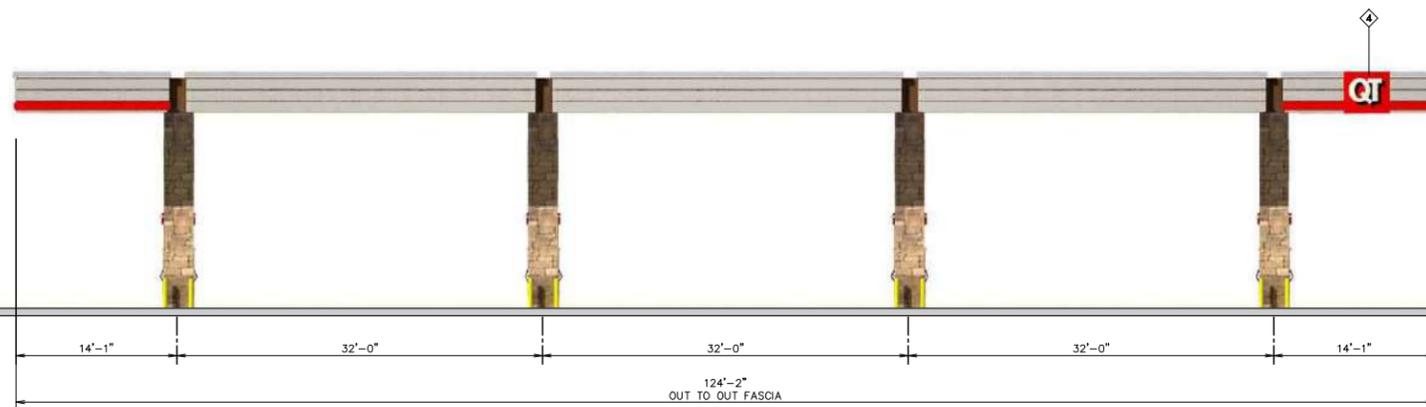
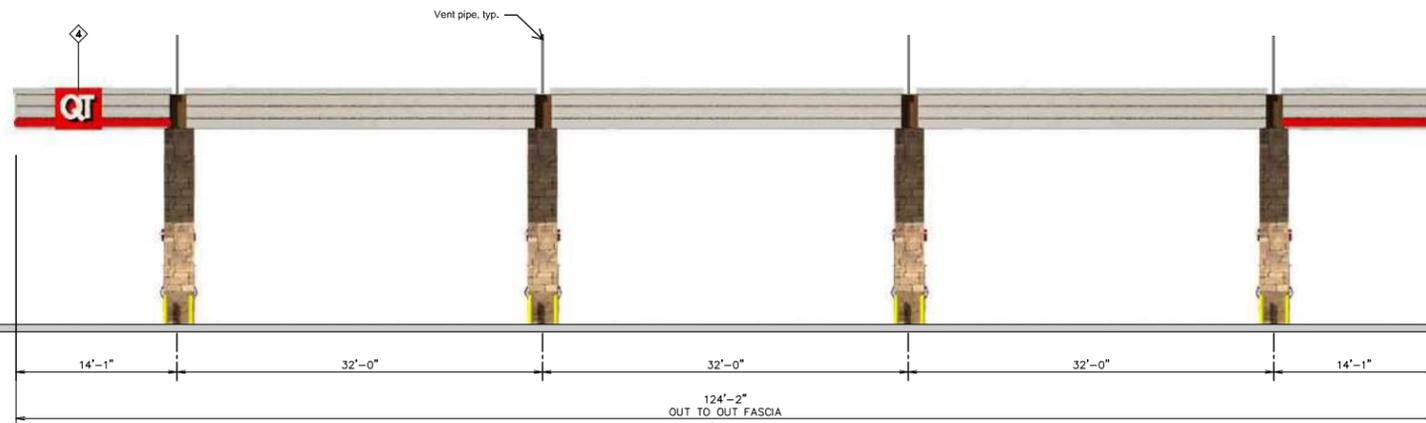
Drawn By: JK

Rev/Notes:

City, State: Chandler, AZ

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 INTERNATIONAL COPYRIGHT AND PATENT STATUTES. ANY UNAUTHORIZED USE, REPRODUCTION,
 PUBLICATION, DISTRIBUTION OR SALE IN WHOLE OR IN PART, IS STRICTLY FORBIDDEN.

FINISH	MANUFACTURER	SPECIFICATION
1 TAN	STO	A100G 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-40R	ALLEN INDUSTRIES	SIGNAGE
9 SONOMA	GLEN GERY	STACKED STONE
10 TAN		SPLITFACE BLOCK



18'-6" Min. / 22'-6" Max.
 AFF Top of Canopy
 15'-0" Min. Store Side Canopies / 19'-0" Max.
 17'-0" Min. Store Front Canopies / 19'-0" Max.
 AFF Bottom of Canopy



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

Drawn By: JK

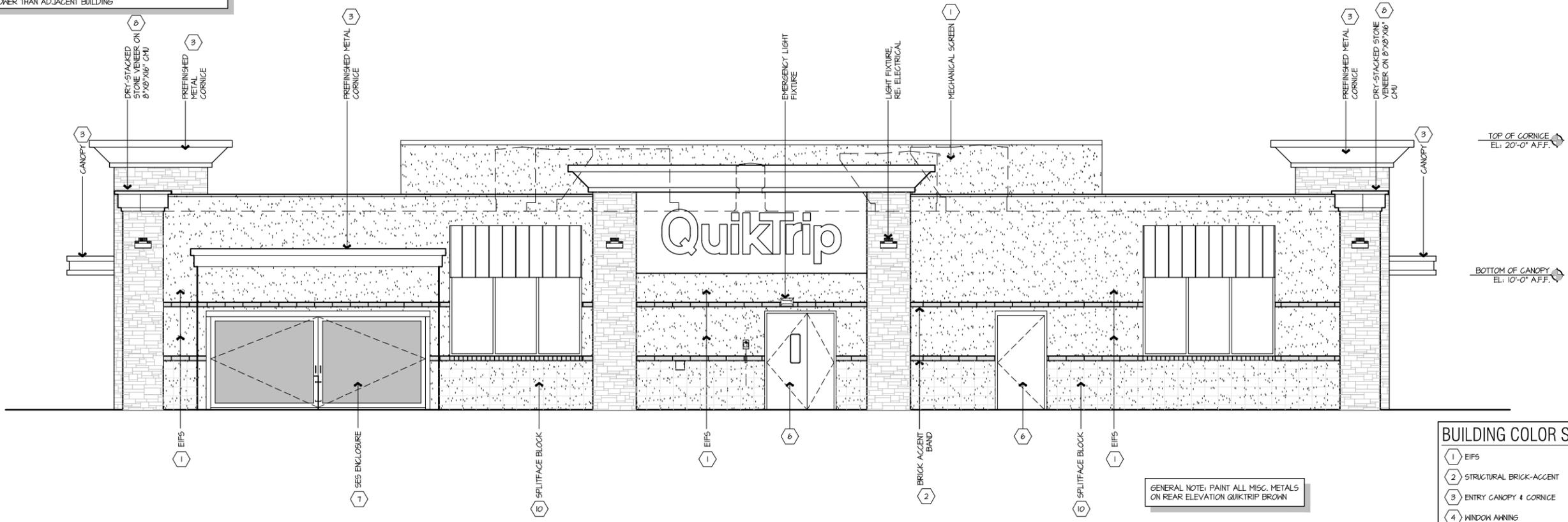
Rev/Notes:

City, State: Chandler, AZ

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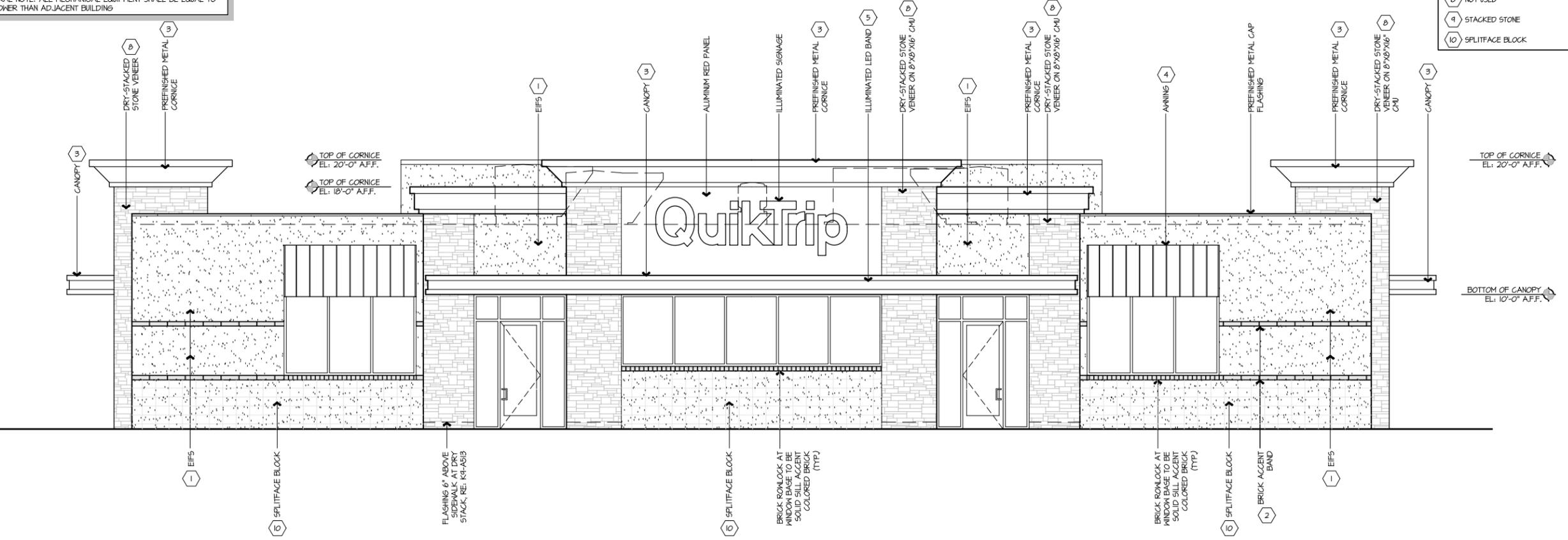
①	FINISH	MANUFACTURER	SPECIFICATION
1	BRUSHED ALUMINUM	REYNOLDBOND	CANOPY
2	RED POLYCARBONATE	ALLEN INDUSTRIES	ILLUMINATED BAND
3	QT BROWN	SHERWIN - WILLIAMS	METAL/PAINT
4	IDC-14	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE
5	TYAN	STO	A1006 EIFS
6	BLACK	ALL COURT FABRICS	POLYPRO 95 MESH
7	SONOMA	GLEN GERY	STACKED STONE

GENERAL NOTE: ALL MECHANICAL EQUIPMENT SHALL BE EQUAL TO OR LOWER THAN ADJACENT BUILDING



H1 REAR ELEVATION
1/8" = 1'-0" XX-XXXX

GENERAL NOTE: ALL MECHANICAL EQUIPMENT SHALL BE EQUAL TO OR LOWER THAN ADJACENT BUILDING



A1 FRONT ELEVATION
1/8" = 1'-0" XX-XXXX

BUILDING COLOR SCHEDULE

1	EIFS	STO A1008 "TAN"
2	STRUCTURAL BRICK-ACCENT	ATLAS BRICK - INTERSTATE BRICK "MIDNIGHT"
3	ENTRY CANOPY & CORNICE	REYNOLDBOND "BRUSHED ALUMINUM"
4	WINDOW ANNING	LANE CANOPY - STRANDING SEAM ANNING "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: PAINT ALL MISC. METALS ON REAR ELEVATION QUIKTRIP BROWN

PRELIMINARY
NOT FOR CONSTRUCTION

KDF #: 23021



1747 E. Morten Avenue
Suite 111
Phoenix, AZ 85020
P: 602.234.1888
F: 602.234.1433

QuikTrip No. 1523
RAY RD & DOBSON RD
CHANDLER, AZ



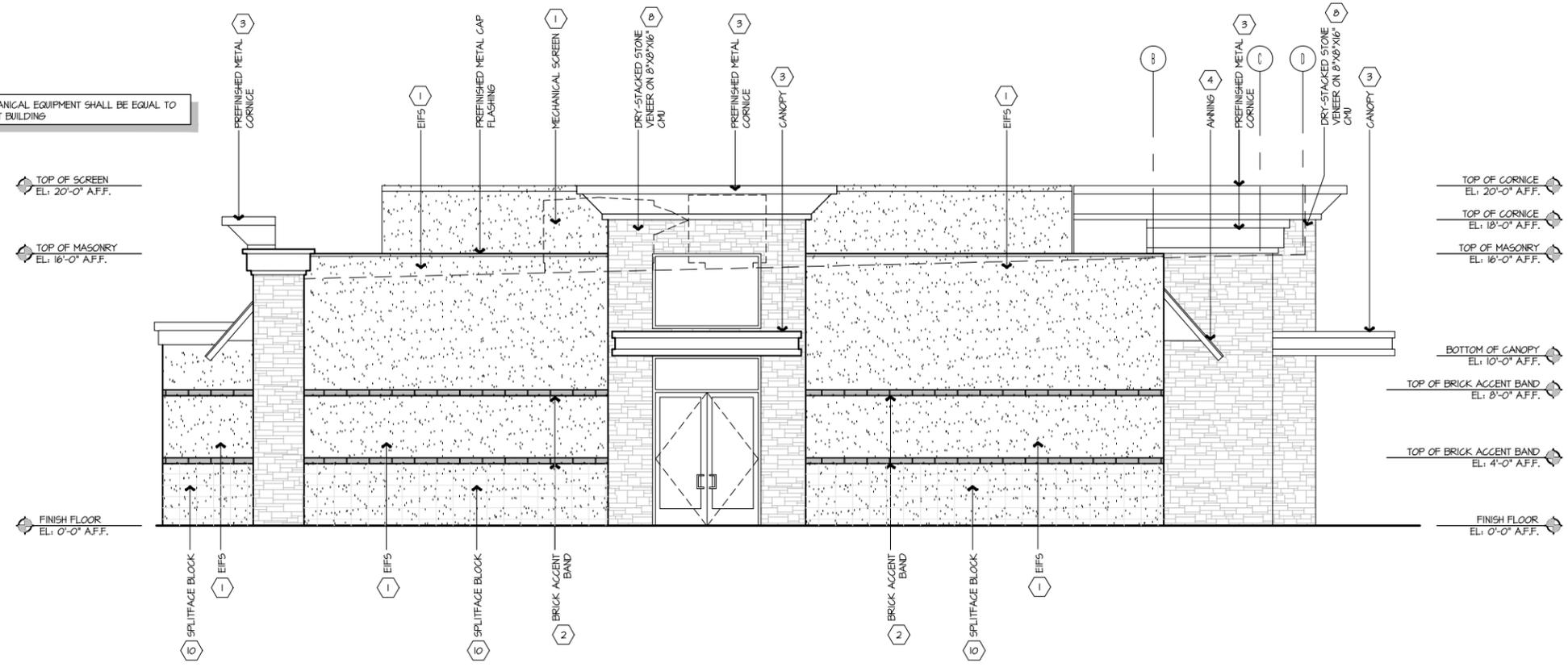
PROTOTYPE	B-112
DIVISION	ARIZONA
VERSION	033E
DATE	11-01-2022

REV	DATE	DESCRIPTION

SHEET TITLE:
PRELIMINARY
EXTERIOR ELEVATIONS

SHEET NUMBER:
A1

GENERAL NOTE: ALL MECHANICAL EQUIPMENT SHALL BE EQUAL TO OR LOWER THAN ADJACENT BUILDING



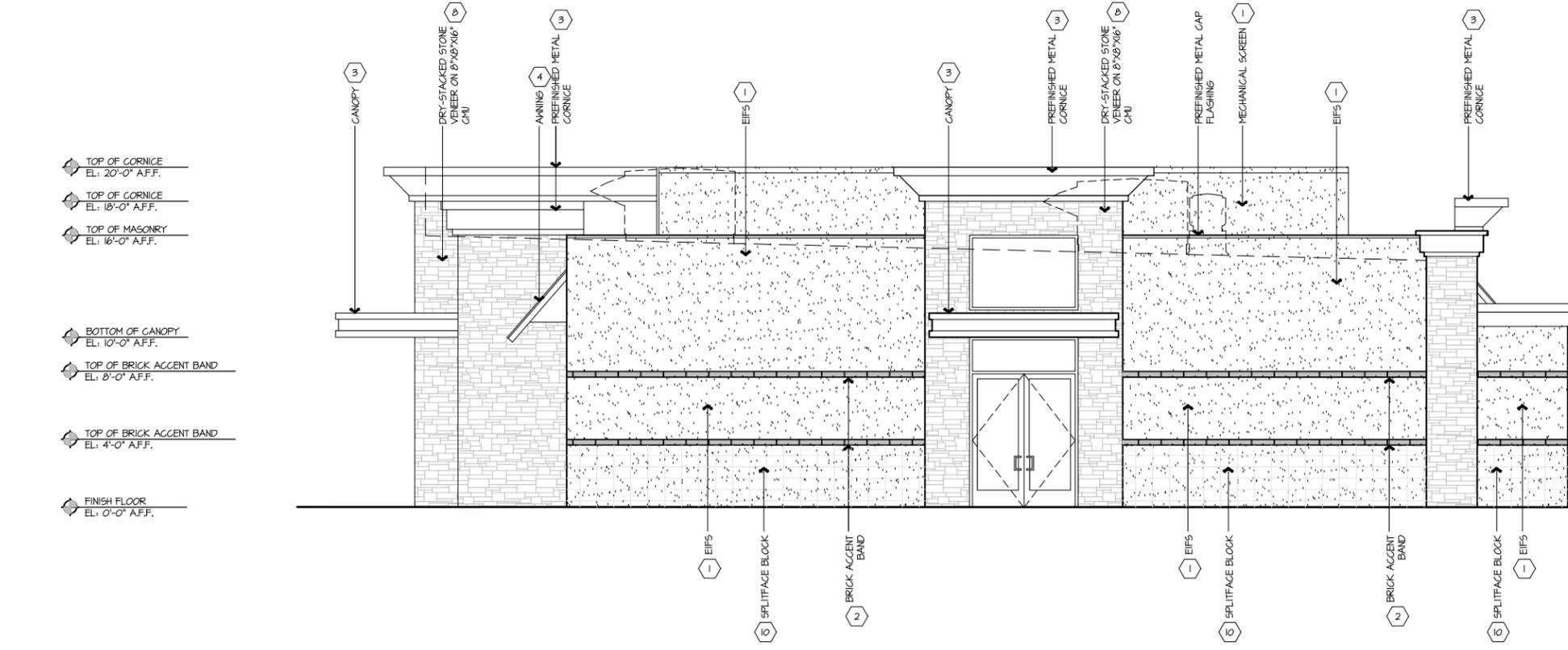
H1 SIDE ELEVATION

1/8" = 1'-0" XX-XXXX

BUILDING COLOR SCHEDULE

1	EIFS	STO A1008 "TAN"
2	STRUCTURAL BRICK-ACCENT	ATLAS BRICK - INTERSTATE BRICK "MIDNIGHT"
3	ENTRY CANOPY & CORNICE	REYNOLDBOND "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



A1 SIDE ELEVATION

1/8" = 1'-0" XX-XXXX

PRELIMINARY
NOT FOR CONSTRUCTION

KDF #: 23021



1747 E. Morten Avenue
Suite 111
Phoenix, AZ 85020
P: 602.234.1888
F: 602.234.1433

QuikTrip No. 1523
RAY RD & DOBSON RD
CHANDLER, AZ



PROTOTYPE	B-112
DIVISION	ARIZONA
REVISION	033E
DATE	11-01-2022

REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: xx/xx/2022

SHEET TITLE:

PRELIMINARY
EXTERIOR ELEVATIONS

SHEET NUMBER:

A2

COLOR/MATERIAL SCHEDULE

1	CANOPY FASCIA	REYNOLDBOND "BRUSHED ALUMINUM"
2	ILLUMINATED BAND	RED POLYCARBONATE
3	PAINTED METAL	SHERWIN-WILLIAMS "GT BROWN"
4	NOT USED	
5	EIFS	STO A1006 "TAN"
6	NOT USED	
7	STACKED STONE	GLEN GREY STACKED STONE "SONOMA"

PRELIMINARY
NOT FOR CONSTRUCTION

KDF #: 23021



1747 E. Morten Avenue
Suite 111
Phoenix, AZ 85020
O: 602.234.1888
F: 602.234.1413

QuikTrip No. 1523
RAY RD & DOBSON RD
CHANDLER, AZ

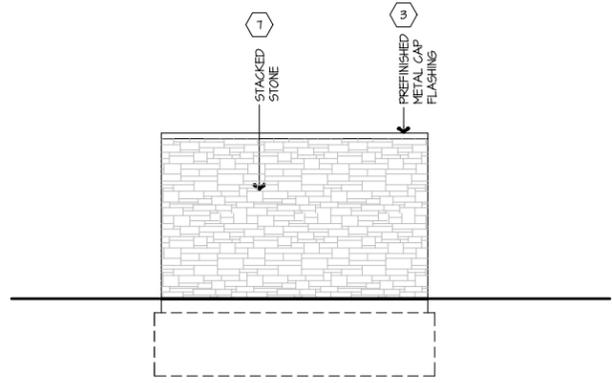


PROTOTYPE	B-112
DIVISION	ARIZONA
REVISION	G33E
DATE	11-01-2022

REV	DATE	DESCRIPTION

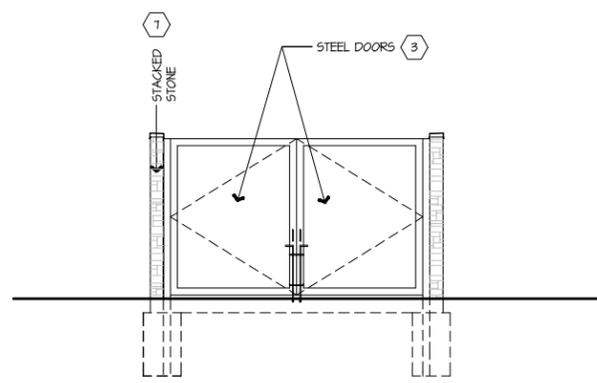
SHEET TITLE:
PRELIMINARY
GAS CANOPY & TRASH
ELEVATIONS

SHEET NUMBER:
A3



G1 TRASH ENCLOSURE SIDE ELEVATION

1/4" = 1'-0" XX-XXXX

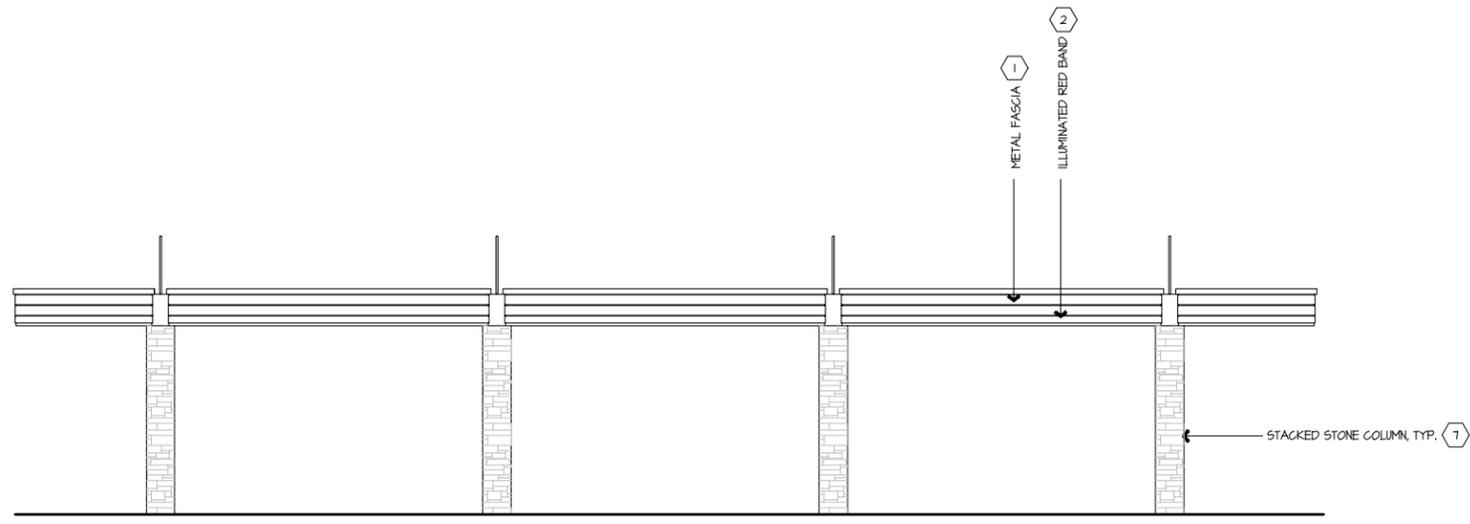


G6 TRASH ENCLOSURE FRONT ELEVATION

1/4" = 1'-0" XX-XXXX

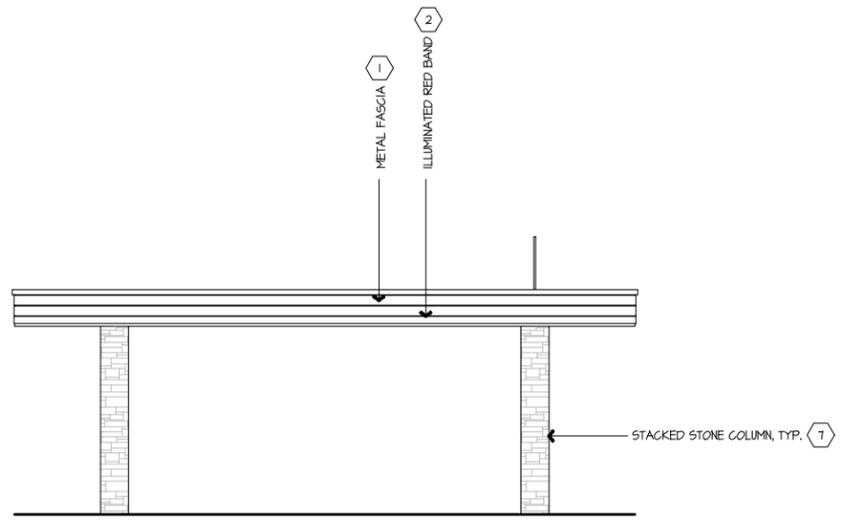
G11 NOT USED

1/4" = 1'-0" XX-XXXX



A1 DOUBLE STACK 8 GAS CANOPY FRONT ELEVATION

1/4" = 1'-0" XX-XXXX



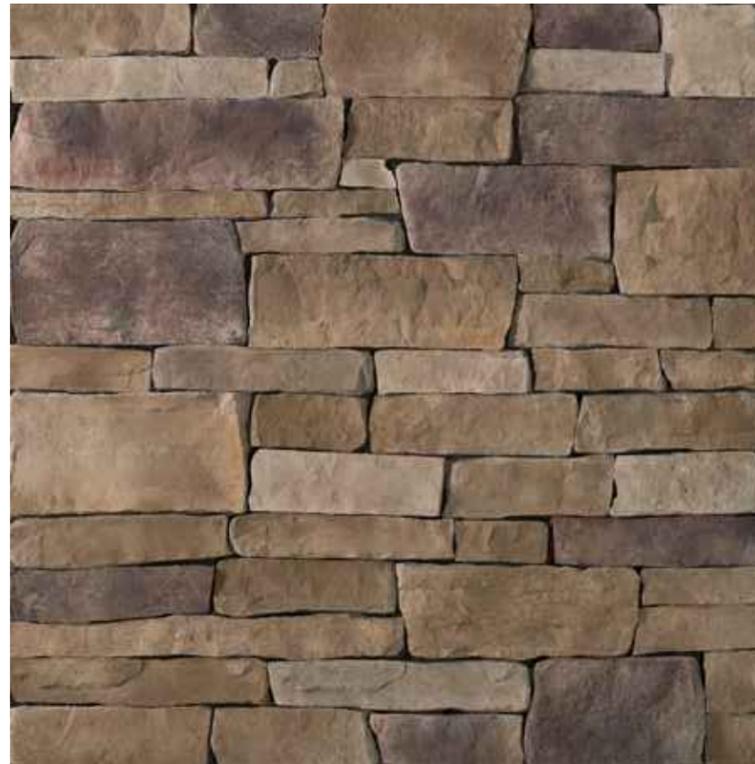
A11 DOUBLE STACK 8 GAS CANOPY SIDE ELEVATION

1/4" = 1'-0" XX-XXXX

Exhibit 5



Brushed Aluminum - Reynobond
Building Cornice/Gas Canopy Fascia



Stacked Stone - Landmark Stone - Sonoma
GLEN-GERY - Building Columns
Physical Sample to be provided by Manufacturer



QT BROWN Metal Paint -
Light Poles/Canopy Columns



Aluminum - Tubelite
Entry Door/Window Frame



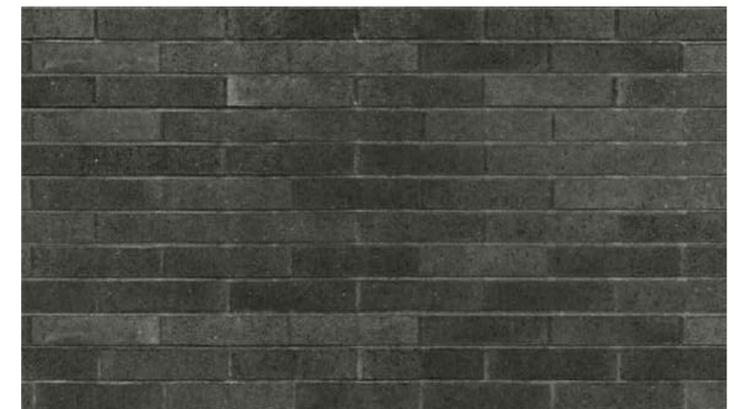
Translucent #2793 Red -
Accent Band/Awning



EIFS - TAN
STO - A100G - Building

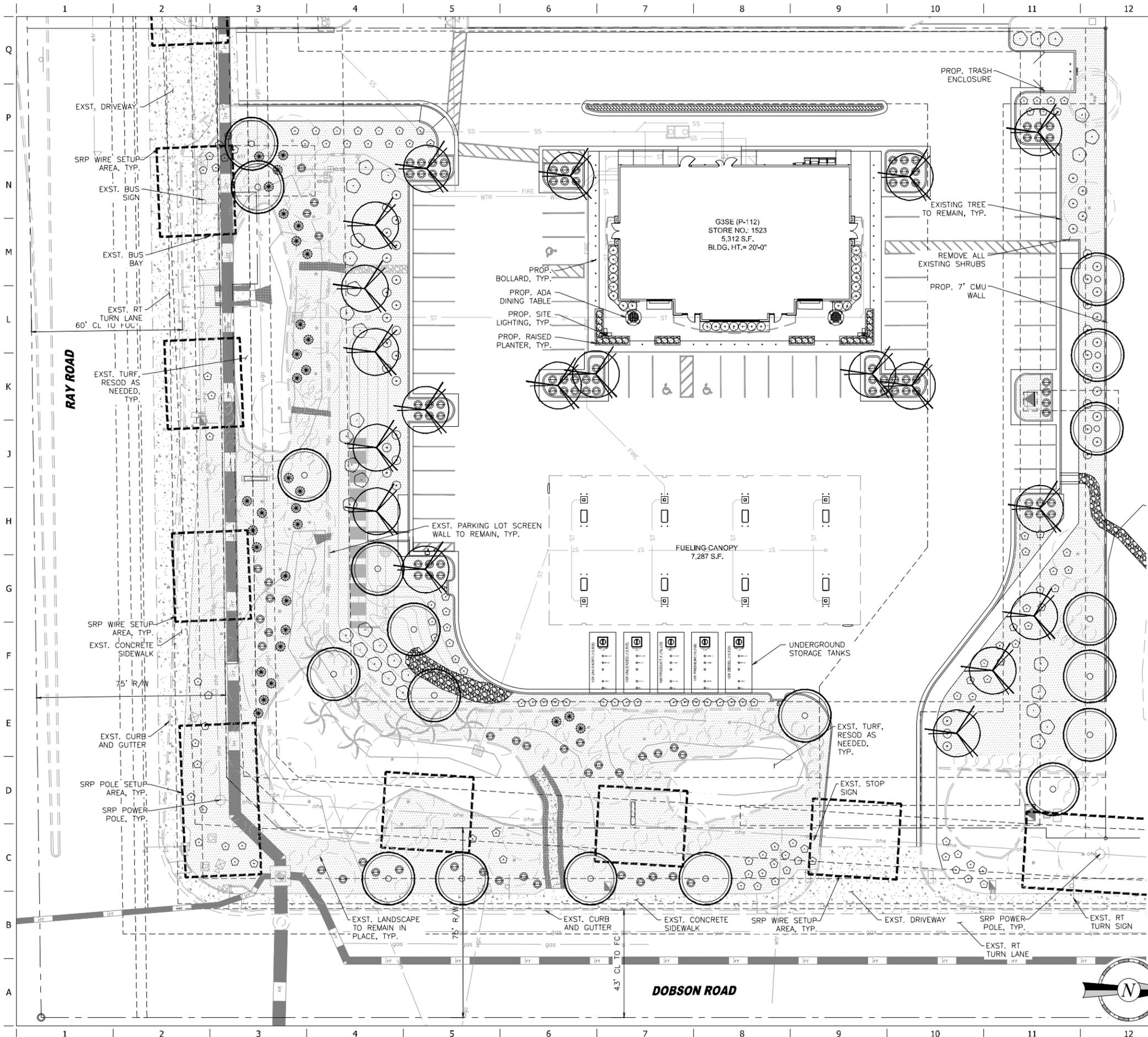


Material Samples # 1523
Ray Rd. & Dobson Rd.
Chandler, AZ
Convenience Store with Fuel
Prepared by: QuikTrip 04.11.23



Midnight Black Brick -
Interstate Brick - Building

Exhibit 6



Landscape Plant Materials

TREES	Size	Quantity
EXISTING TREE PALM		41
SWAN HILL OLIVE <i>Olea europaea 'Swan Hill'</i>	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

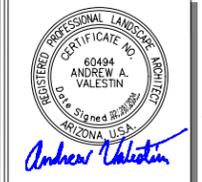
GROUND COVER	Size	Quantity
YELLOW TRAILING LANTANA <i>Lantana montevidensis</i>	1 Gal.	115
Decomposed Granite 1/2" Screened, Madison Gold, 2" Depth Min.		41,934 SF

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)
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)
INTERSECTION LANDSCAPE SETBACK	
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
© 2004 KIMLEY-HORN ASSOCIATES, INC.
7742 NORTH HIGH STREET, SUITE 300
PHOENIX, ARIZONA 85021 (602) 944-5500

QuikTrip No. 1523
2000 W RAY ROAD
CHANDLER, AZ



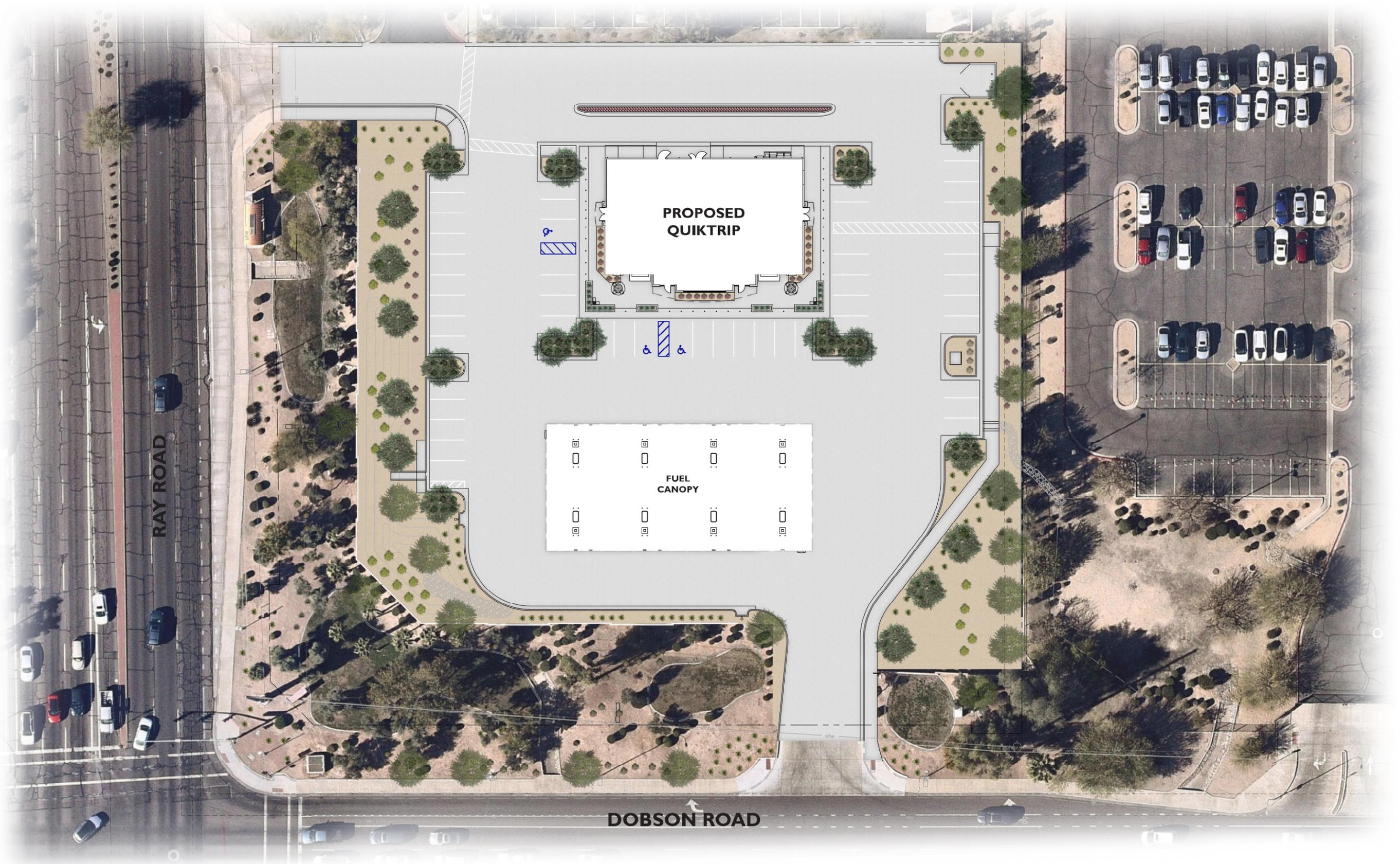
PROTOTYPE: P-113 (02/12/23)
DIVISION: 08
VERSION: 001
DESIGNED BY: CLB
DRAWN BY: CLB
REVIEWED BY: AAV

REV	DATE	DESCRIPTION

SHEET TITLE:
PRELIMINARY LANDSCAPE PLAN

SHEET NUMBER:
LS1

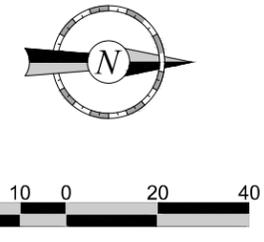
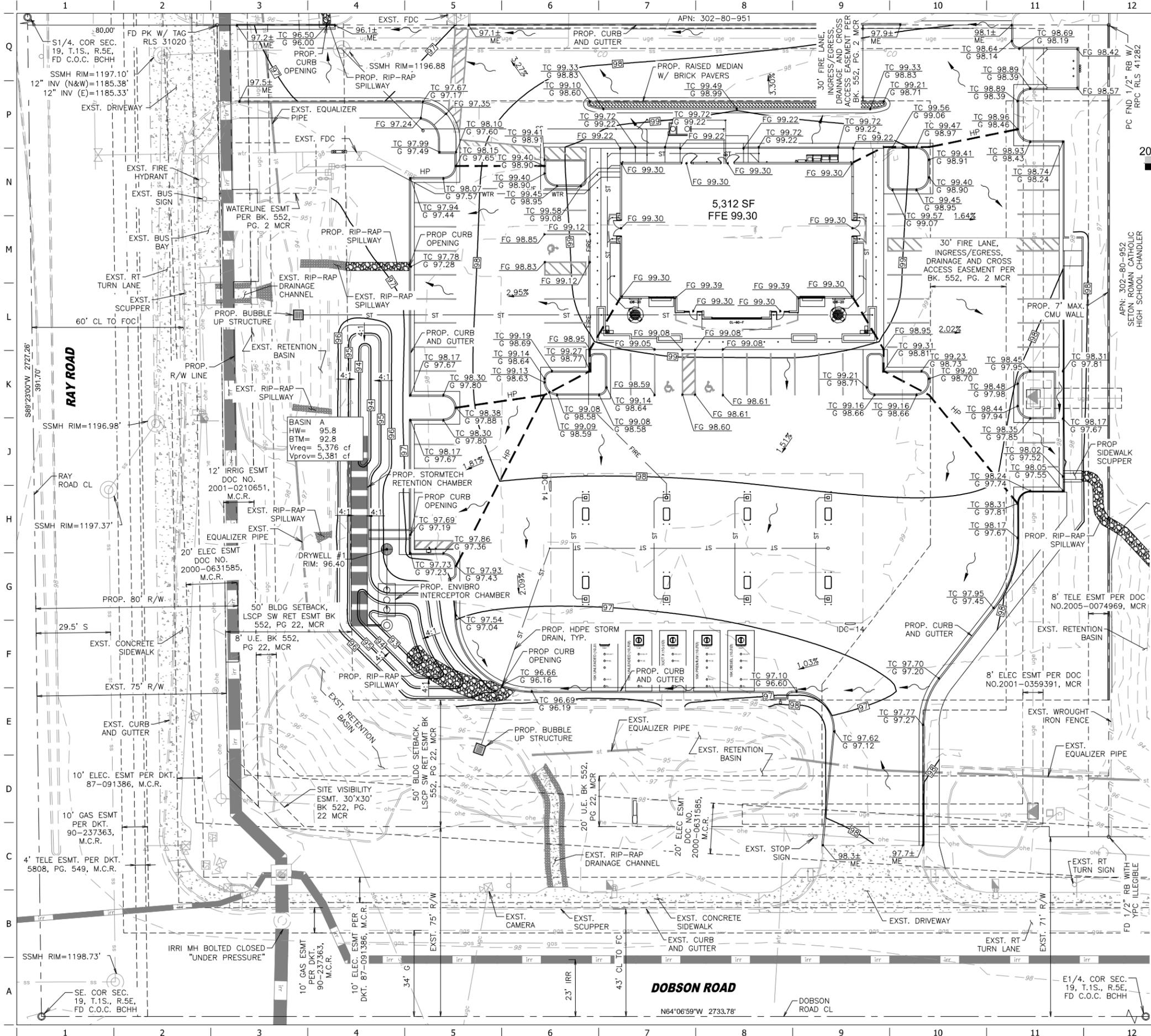




QUIKTRIP NO. 1523
CHANDLER, AZ

RENDERED LANDSCAPE PLAN
FEBRUARY 2024

Exhibit 7



Vicinity Map
NOT TO SCALE
SECTION 19
T.1S., R.5E., G.&S.R.B.&M.
MARICOPA COUNTY, ARIZONA

GRADING LEGEND

ST	STORM PIPE (< 10" NEW)
ST	STORM PIPE (> 12" NEW)
ST	STORM PIPE (> 12" EXISTING)
FD	FRENCH DRAIN
CD	BACK OF CURB DRAIN
XXXX	MAJOR CONTOUR (NEW)
XXXX	MINOR CONTOUR (NEW)
XXX	MAJOR CONTOUR (EXISTING)
XXX	MINOR CONTOUR (EXISTING)
TC XXXX.XX	TOP OF CURB ELEVATION (NEW)
G XXXX.XX	GUTTER ELEVATION (NEW)
FG XXXX.XX	FINISHED GRADE ELEVATION (NEW)
FG XXXX.XX	SPOT ELEVATION (EXISTING)
SG	STORM GRATE (NEW)

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
DANIEL.CHAMBERS@QUIKTRIP.COM

NOTE:
ADD 1100' TO ALL ELEVATIONS.

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)

FLOOD ZONE:
ACCORDING TO THE FLOOD INSURANCE RATE MAP #04013C1710L, DATED OCTOBER 16, 2013, THIS PROPERTY IS LOCATED IN FLOOD ZONE "X". AREAS OF 0.2% ANNUAL CHANCE OF FLOOD; AREAS OF 1% ANNUAL CHANCE OF FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE OF FLOOD.

DRAINAGE CALCULATIONS:

VOLUME REQUIRED = (1.1*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*0.50*2.20*42,396)/12 = 4,275 C.F
VOLUME REQUIRED (PAVEMENT/BUILDING) = (1.1*0.95*2.20*68,882)/12 = 13,197 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.



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 GRADING AND DRAINAGE PLAN

SHEET NUMBER:
GD1

ORIGINAL ISSUE DATE: 03/24/2023



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.

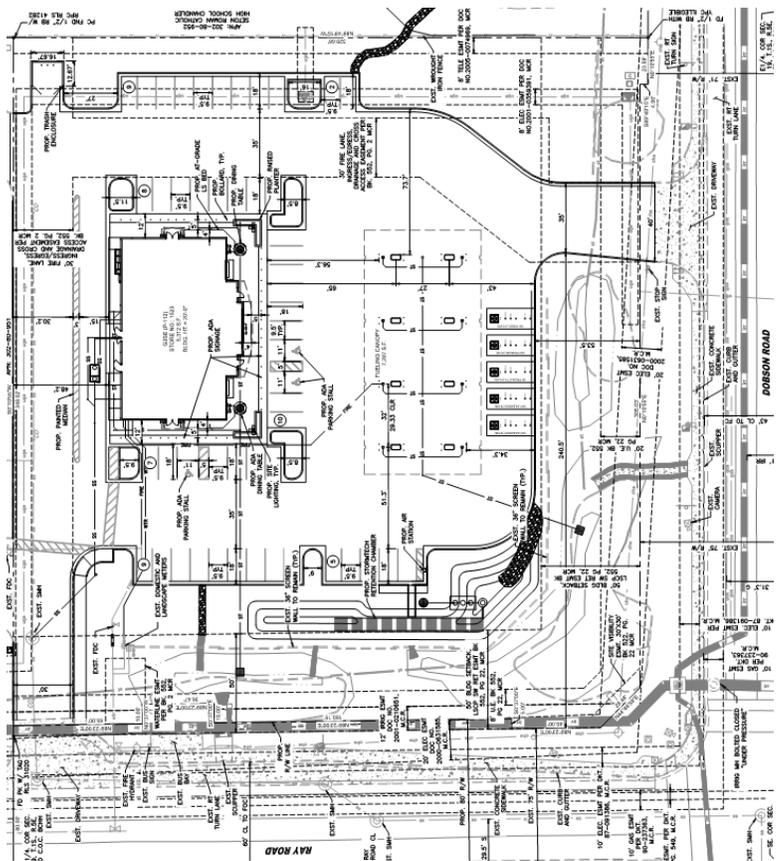


Figure 1 – Site Plan





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 Lane 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
<i>Pass-By Trips</i>				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
<i>Pass-By Trips</i>				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

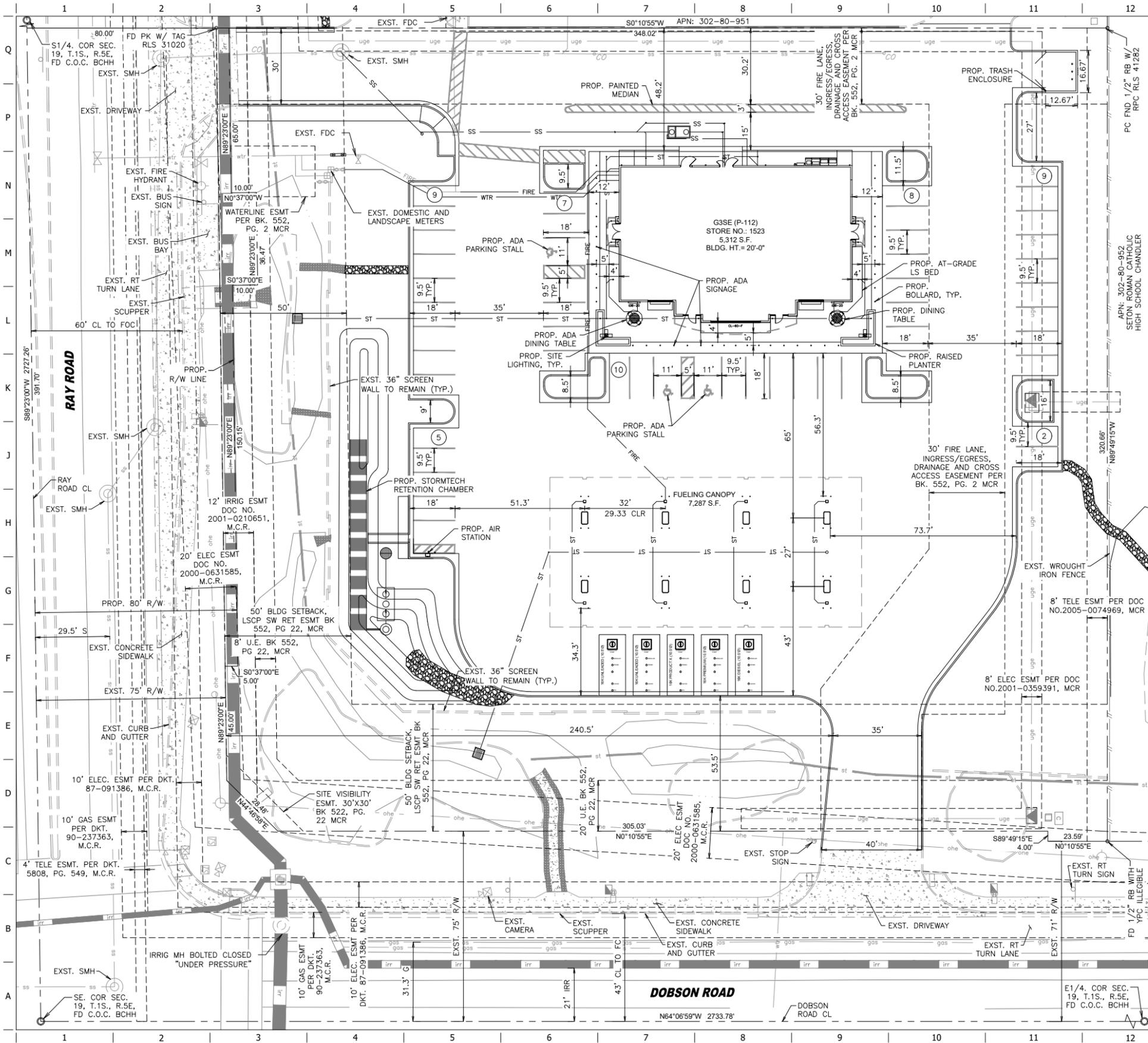
A field review was performed along Dobson Road, between the existing site driveway and the southern site driveway that serves the Seton Catholic Preparatory School. A total of four (4) and two (2) students were observed walking along Dobson Road, between Ray Road and the southern school driveway during the morning and afternoon periods.



ATTACHMENT A – PROPOSED SITE PLAN



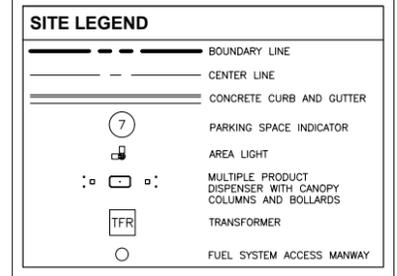
A



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

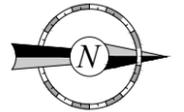
DEVELOPER:
 QUIKTRIP CORPORATION
 DANIEL CHAMBERS
 1116 E BROADWAY RD
 TEMPE, AZ 85282
 TEL: (480) 446-6321
 DCHAMBER@QUIKTRIP.COM



- 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)



PROJECT NO.: 291443019



© 2020 KIMLEY-HORN AND ASSOCIATES, INC.
 7740 NORTH 16TH STREET, SUITE 300
 PHOENIX, ARIZONA 85020 (900) 944-5000

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
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	$\text{Ln}(T)=0.74\text{Ln}(X)+5.32$	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

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																					
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

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	



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



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:

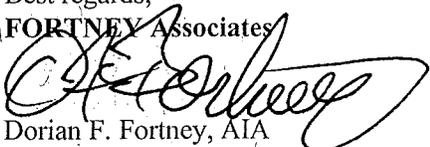
- A. Twelve (12) 8 ½ x 11 bound packets of the following items:
1. Project Narrative (Project Description)
 2. Color Perspective Rendering
 3. **Color Elevations (REVISED)**
 4. **Color Landscape Plan (REVISED)**
 5. **Site Plan (REVISED)**
 6. **Preliminary Grading & Drainage Plan (REVISED)**
 7. Preliminary 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	<u>50,682</u> 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.

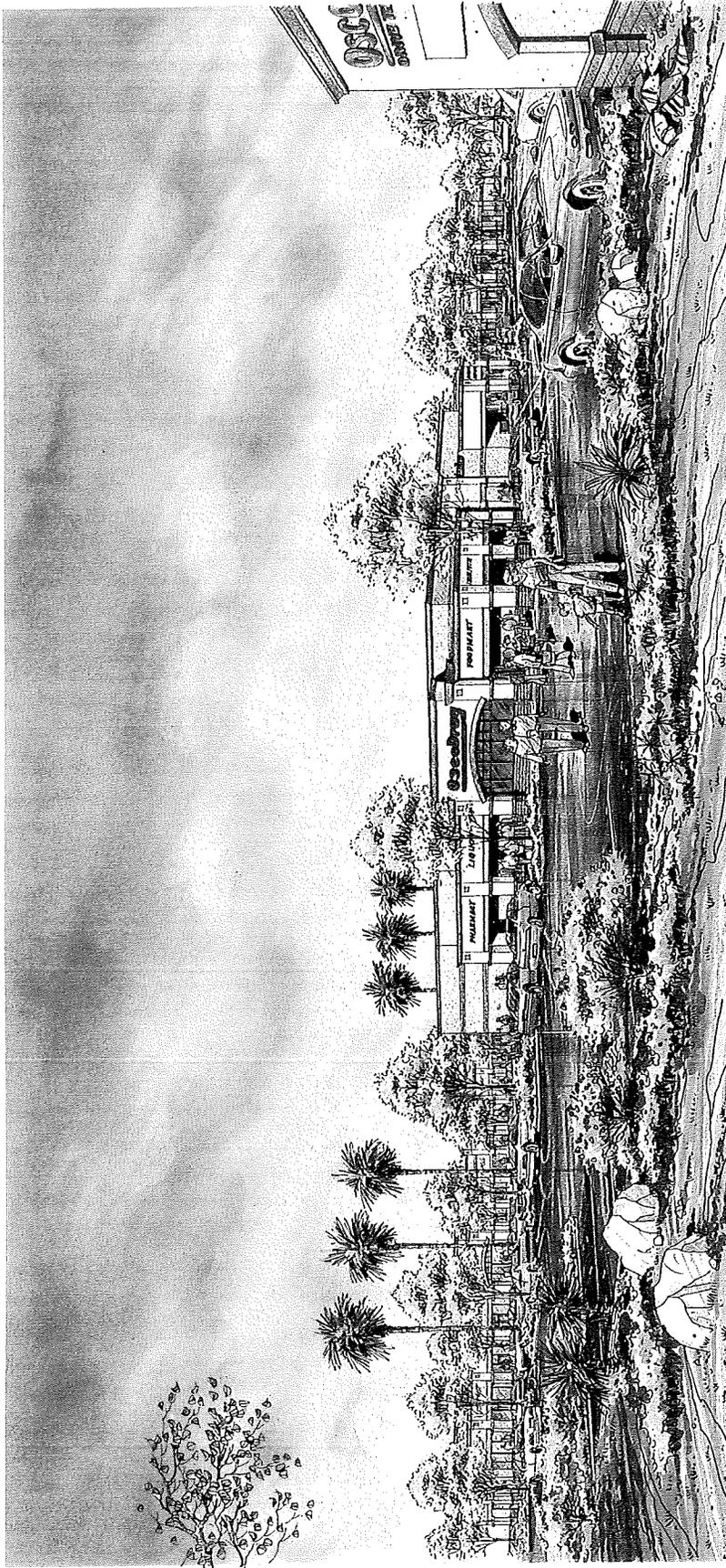
The loading dock located on the north side of the store will receive an average of 1 large delivery truck per day, with several smaller trucks at varied intervals. The dock will be screened with landscaping on all sides to minimize visual effects.

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



A COMMERCIAL PROJECT AT

NWC RAY RD. & DOBSON RD.

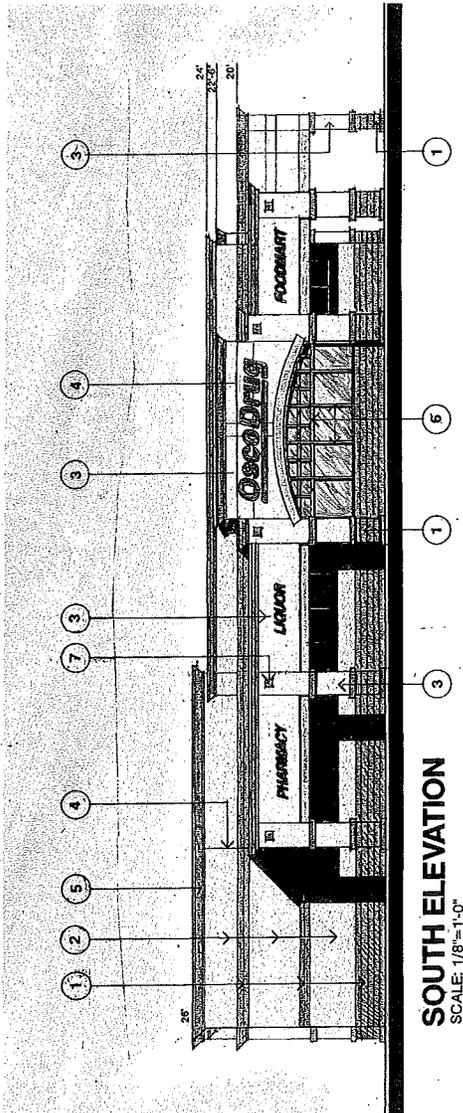
CHANDLER, AZ

3/6/98 SDS 96-76

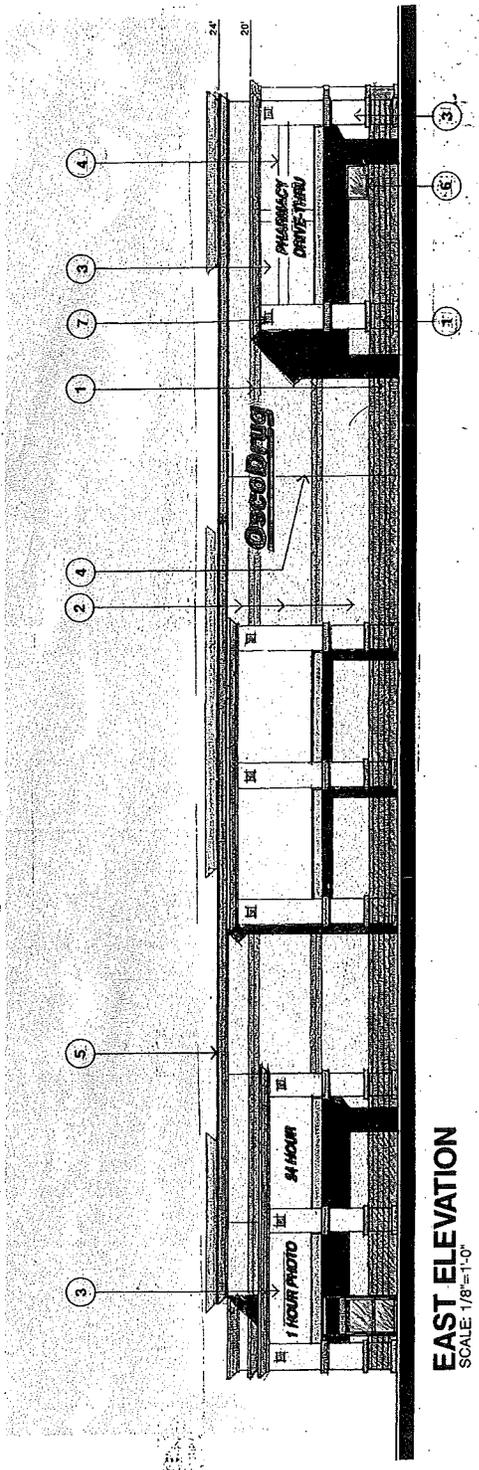
Perkowitz + Ruth architects inc.

Architecture / Planning
 911 Sandhaker Road
 Long Beach, California 90815
 562-584-9222

PERSPECTIVE



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

1941 - 1942 - 1943 - 1944 - 1945 - 1946 - 1947 - 1948 - 1949 - 1950 - 1951 - 1952 - 1953 - 1954 - 1955 - 1956 - 1957 - 1958 - 1959 - 1960 - 1961 - 1962 - 1963 - 1964 - 1965 - 1966 - 1967 - 1968 - 1969 - 1970 - 1971 - 1972 - 1973 - 1974 - 1975 - 1976 - 1977 - 1978 - 1979 - 1980 - 1981 - 1982 - 1983 - 1984 - 1985 - 1986 - 1987 - 1988 - 1989 - 1990 - 1991 - 1992 - 1993 - 1994 - 1995 - 1996 - 1997 - 1998 - 1999 - 2000 - 2001 - 2002 - 2003 - 2004 - 2005 - 2006 - 2007 - 2008 - 2009 - 2010 - 2011 - 2012 - 2013 - 2014 - 2015 - 2016 - 2017 - 2018 - 2019 - 2020 - 2021 - 2022 - 2023 - 2024 - 2025 - 2026 - 2027 - 2028 - 2029 - 2030 - 2031 - 2032 - 2033 - 2034 - 2035 - 2036 - 2037 - 2038 - 2039 - 2040 - 2041 - 2042 - 2043 - 2044 - 2045 - 2046 - 2047 - 2048 - 2049 - 2050 - 2051 - 2052 - 2053 - 2054 - 2055 - 2056 - 2057 - 2058 - 2059 - 2060 - 2061 - 2062 - 2063 - 2064 - 2065 - 2066 - 2067 - 2068 - 2069 - 2070 - 2071 - 2072 - 2073 - 2074 - 2075 - 2076 - 2077 - 2078 - 2079 - 2080 - 2081 - 2082 - 2083 - 2084 - 2085 - 2086 - 2087 - 2088 - 2089 - 2090 - 2091 - 2092 - 2093 - 2094 - 2095 - 2096 - 2097 - 2098 - 2099 - 2100



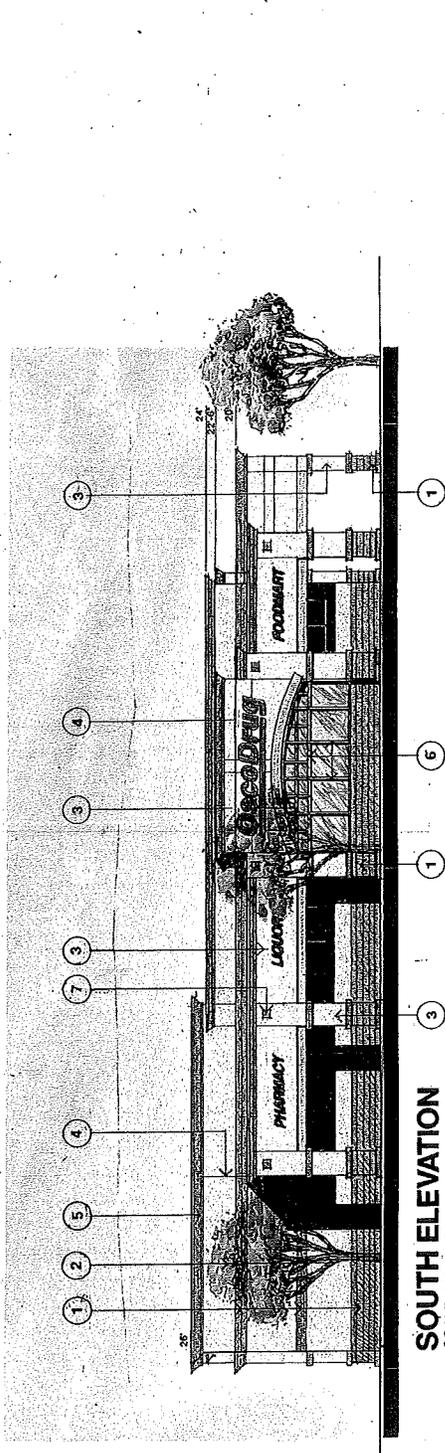
AMERICAN STORES PROPERTIES, INC.
348 East South Temple
Salt Lake City, UTAH 84111

HWIC RAY RD. & DOBSON RD.

CHANDLER, AZ

Perkowitz Ruth, inc.

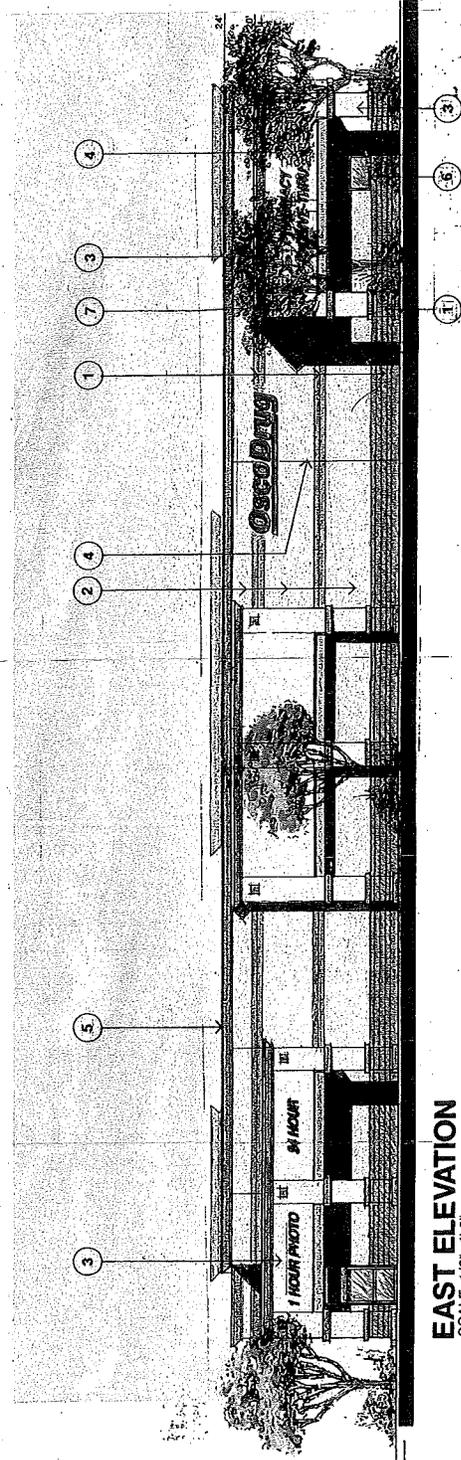
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12/20/96.YMB



SOUTH ELEVATION
SCALE: 1/8"=1'-0"

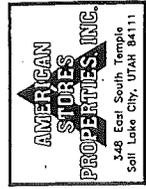
FINISH SCHEDULE

- 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



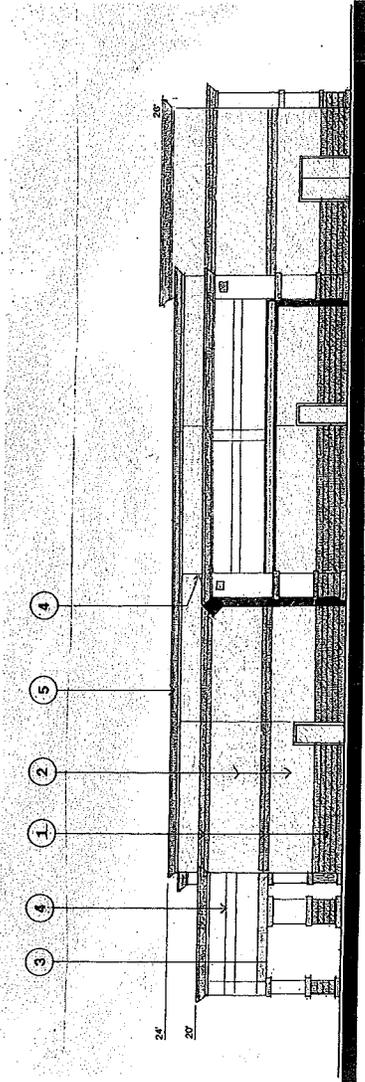
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CHANDLER, AZ

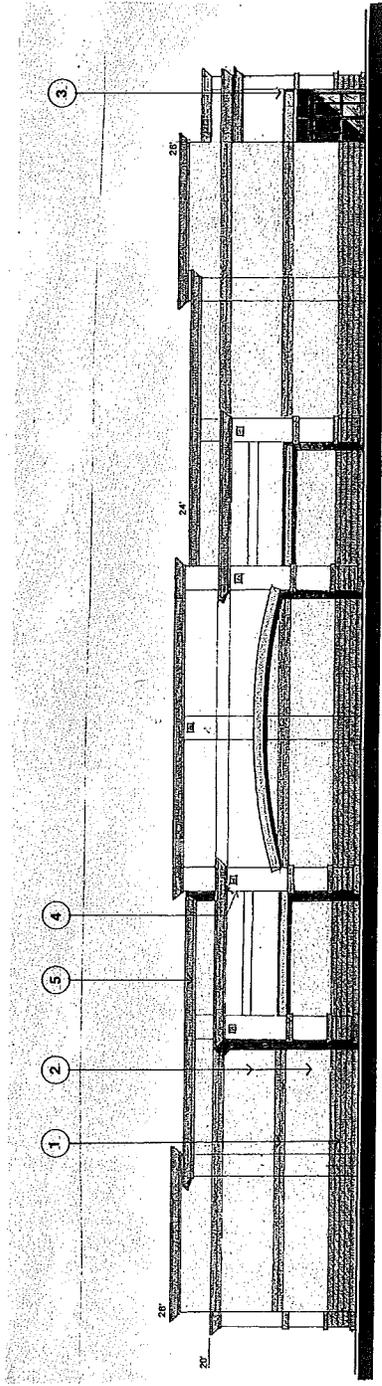
Perkowitz Ruth, inc.

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

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

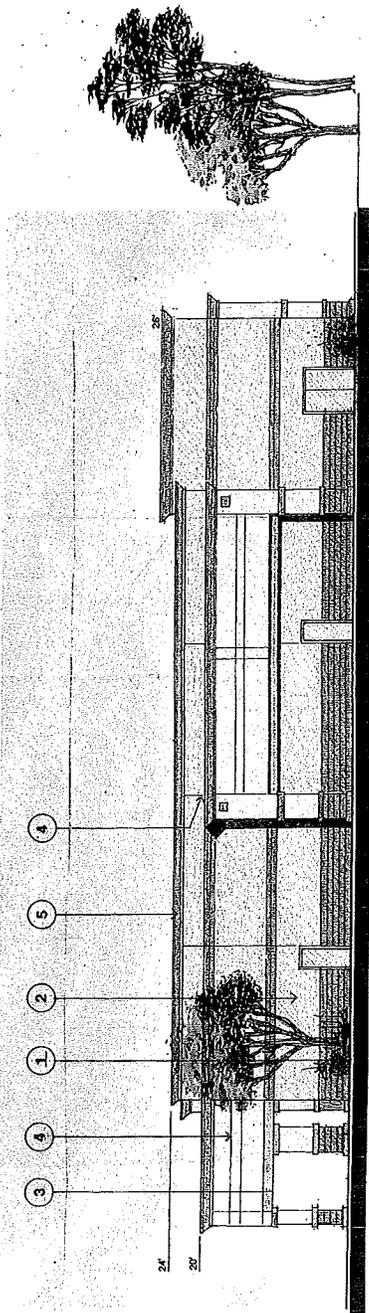
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CHANDLER, AZ

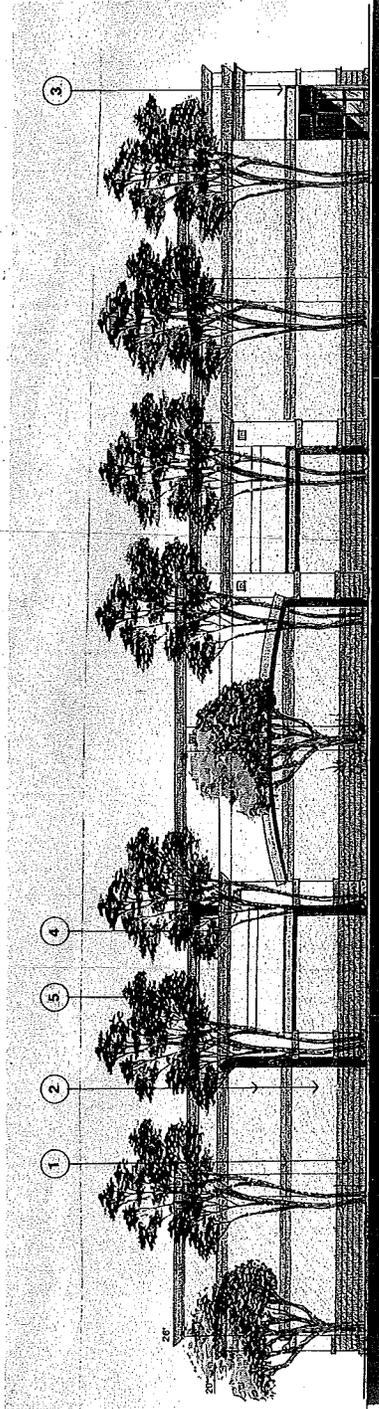
Perkowitz Ruth, inc.

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



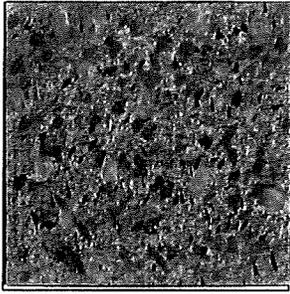
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CHANDLER, AZ

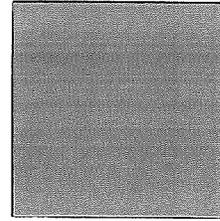
Perkowitz Ruth, inc.

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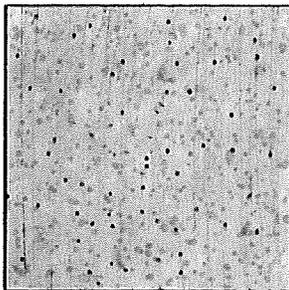
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12/20/96 YMB



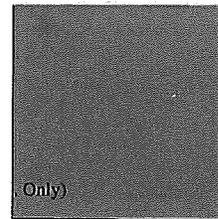
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BLOCK RED 80 SPLITFACE



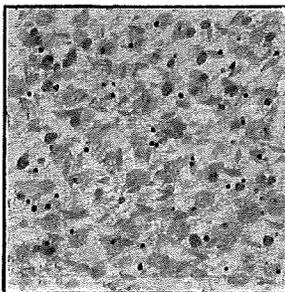
④ COLUMN ACCENT BANDS—
FRAZEE #8853M "GREY
HEATHER"



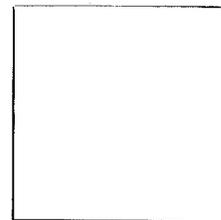
② MAIN BUILDING WALLS—
ORCO BLOCK LIGHT BERRY
PRECISION



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

ISSUE:	Preliminary
DATE:	3-12-07
CHECKED:	DRAWN/REF
PROJECT NO.:	19-2286
DRAWING FILE/COLOR/PALLETTE	
SHEET NUMBER:	1
OF 1 SHEETS	
SCALE:	NTS



AMERICAN STORES PROPERTIES, INC.

348 East South Temple
Salt Lake City, Utah 84111
Phone: (801)539-0140 FAX: (801)539-0145

FORTNEY

ASSOCIATES INC.

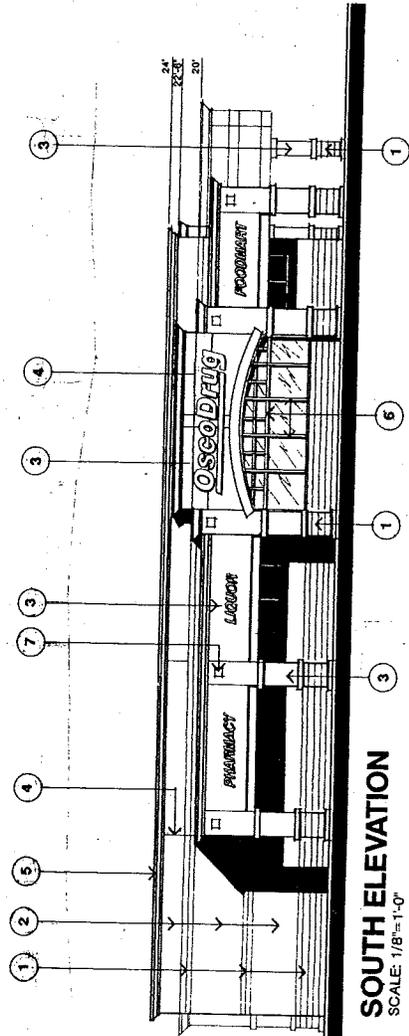
2345 E. THOMAS RD. #490 PHOENIX, AZ. 85016 (602) 955-0999 FAX (602) 955-9292

STONE/PROJECT: OSCO #19-2286

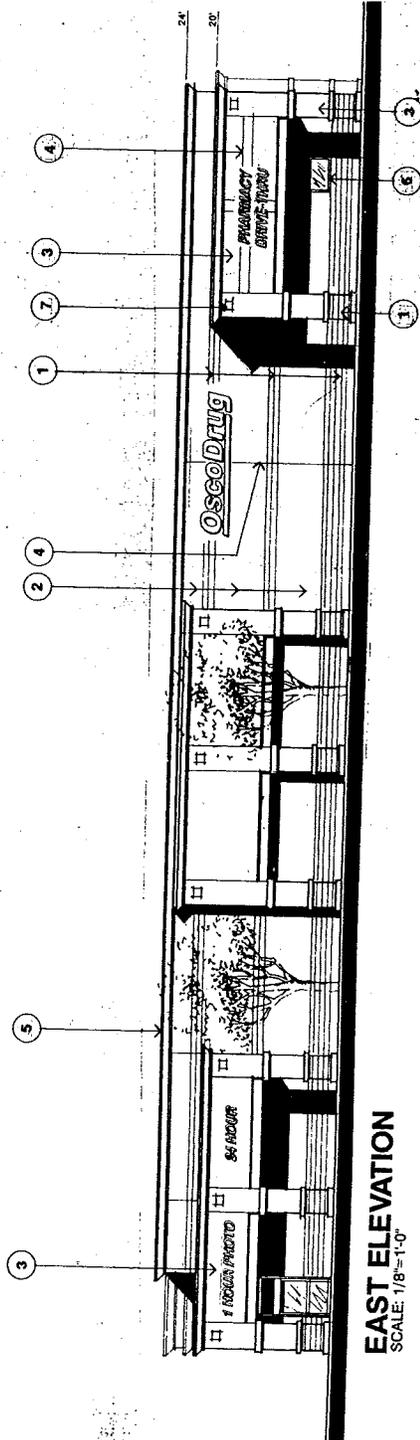
NWC RAY RD. & DOBSON RD.

CHANDLER, ARIZONA

DRAWING NAME: COLOR PALETTE



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 AND INTERIORS, INC.
1000 N. UNIVERSITY BLVD., SUITE 100
SALT LAKE CITY, UTAH 84111

AMERICAN STORES PROPERTIES, INC.
348 East South Temple
Salt Lake City, UTAH 84111

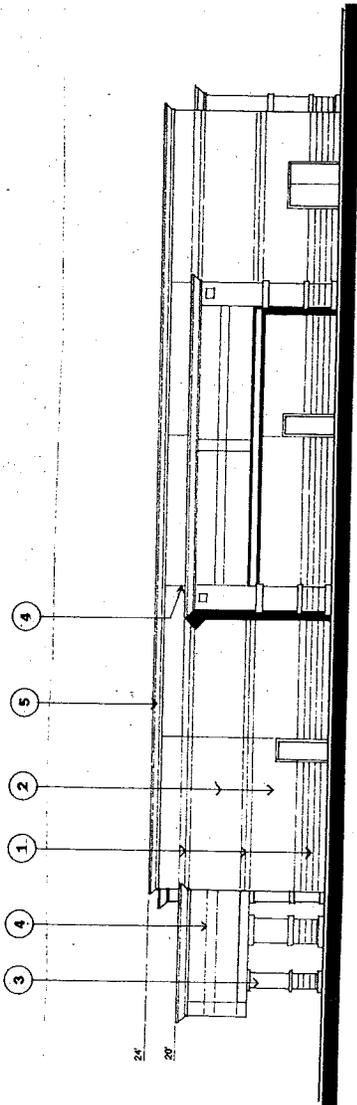
NWC RAY RD. & DOBSOR RD

CHANDLER, AZ

Musil Perkwitz Ruth, inc.

9/10/97 YMB
12/20/96 YMB

1

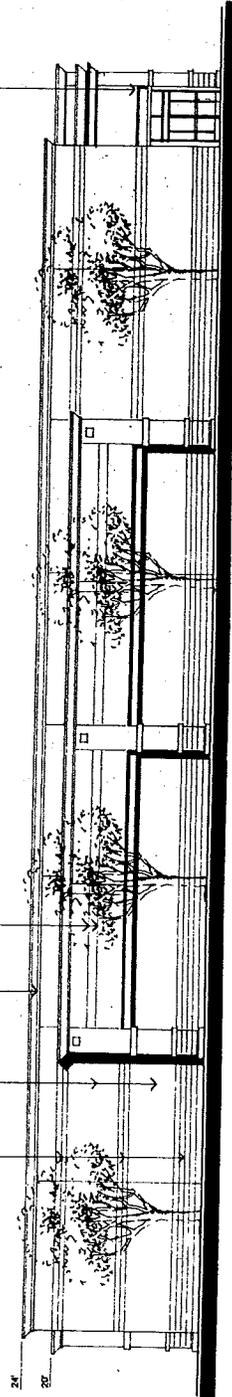


NORTH ELEVATION

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

1001 N. W. 10th Ave., Suite 1000, Fort Lauderdale, FL 33304



AMERICAN STORES PROPERTIES, INC.

340 East South Temple
Salt Lake City, Utah 84111

NWC RAY RD. & DOBSON RD.

CHANDLER, AZ

957/61

Musil Perkwitz Ruth, inc.

2

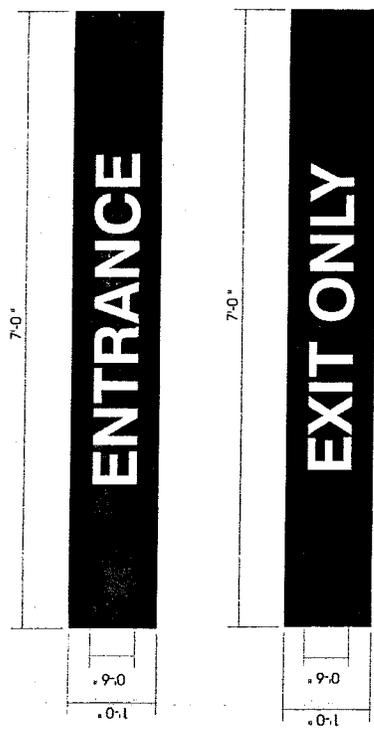
9/10/97 YMB
12/20/96 YMB

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.

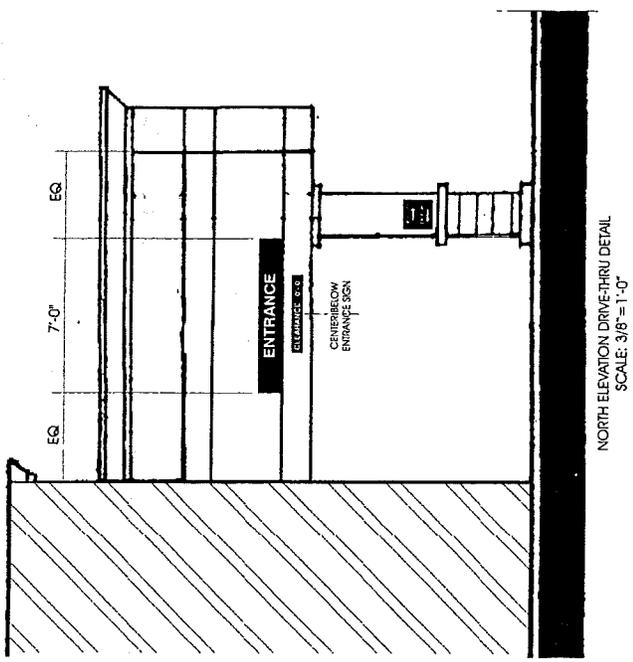
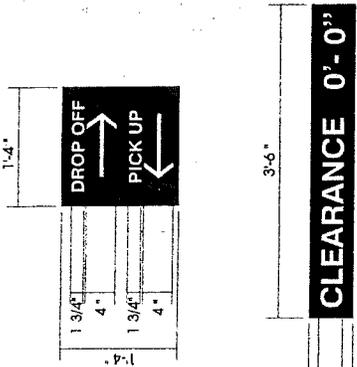


SF DIRECTIONAL SIGNS
SCALE: 1 1/2" = 1'-0"

MANUFACTURE AND INSTALL FABRICATED ALUMINUM 1" DEEP SF NON-ILLUMINATED DIRECTIONAL SIGNS.

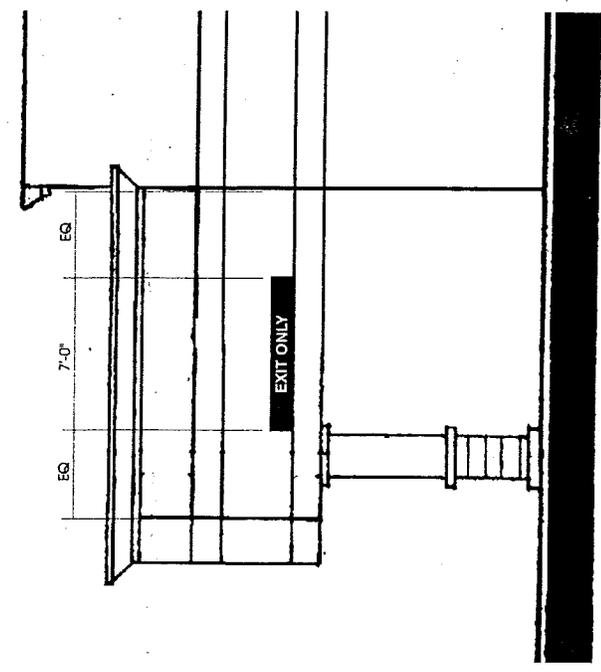
PAIN CABINET TO MATCH ROHM & HAAS #2793 RED PLEX. SEMI-GLOSS FINISH. WITH CUT OUT SCOTCHCAL REFLECTIVE WHITE VINYL GRAPHICS APPLIED.

NOTE: GENERAL CONTRACTOR TO NOTIFY (VIA 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 UNLESS OTHERWISE NOTED. ALL WALLS TO BE DISCOVERED BY INSTALLER. IF AVAILABLE, CALL FOR SPECIAL LABOR ON A TAKE AND MATERIALS BASIS.



SOUTH ELEVATION DRIVE-THRU DETAIL
SCALE: 3/8" = 1'-0"



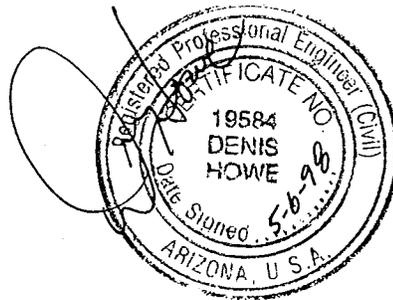


• DOUBLE FACE MONUMENT SIGN •

CHANDLER, AZ

**DRAINAGE REPORT
FOR
PROPOSED OSCO STORE NO. 19-2286
Ray Road & McQueen road
in Chandler, Arizona**

May 1, 1998



Prepared for:

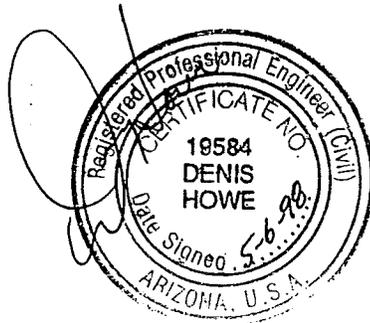
**Hipskind Associates, Inc.
21728 Devonshire Street. 2nd Floor
Chatworth, California 91311**

Prepared by:

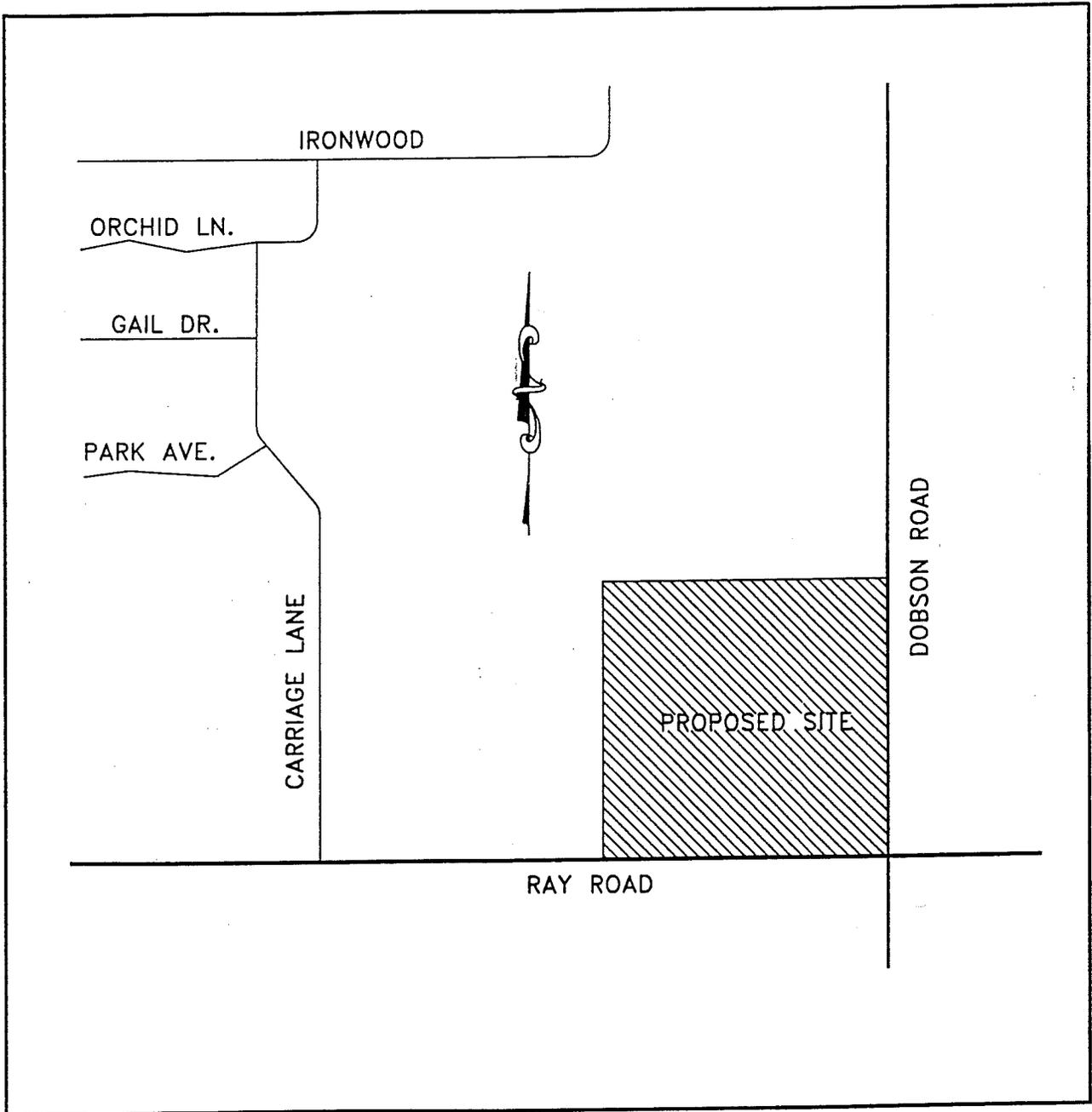
**HUITT-ZOLLARS, INC.
6245 N. 24th Parkway, Suite 102
Phoenix, Arizona 85016
(602) 381-0125 Fax: (602) 381-8053**

TABLE OF CONTENTS

Vicinity Map.....	3
Introduction.....	4
Description.....	4
Hydrology.....	4
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 V_R = 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.

<u>VOLUME PROVIDED:</u>		<u>SURF.</u>	<u>INCR.</u>	<u>VOL.</u>
	<u>ELEV.</u>	<u>AREA</u>	<u>DEPTH</u>	<u>(C.F.)</u>
		<u>(S.F.)</u>	<u>(FT.)</u>	
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

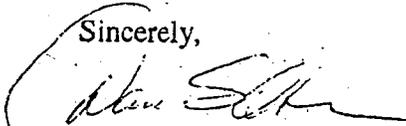
Dear Mr. Simmons,

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](#)

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

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 Quicktrip, 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 Quicktrip south exit impossible. This alleviates my traffic concerns. Based on these factors, I no longer object to the Quicktrip 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

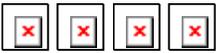
NOTICE: This E-mail (including attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. ss 2510-2521, is confidential and is legally privileged. If you are not the intended recipient, you are hereby notified that any retention, dissemination, distribution, or copying of this communication is strictly prohibited. Please delete if received in error and notify sender. Thank you kindly.

--



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 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

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,

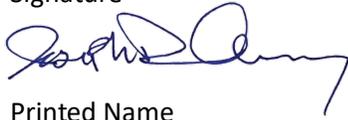
Jeremy Basha
16 N. Bullmoose Circle
Chandler, AZ
85224

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



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.

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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



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

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

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,

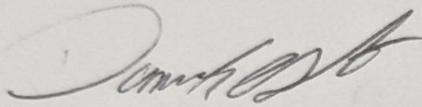
Brennen Pierson

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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 Quik 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 4348

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

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

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. WashingtonWNC 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.

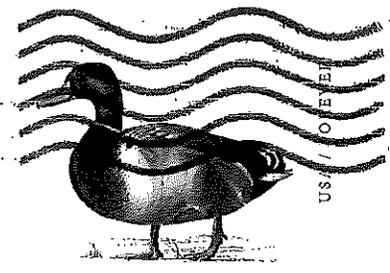
I don't see this as a positive addition for our neighborhood.

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 603
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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Thank you kindly.

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attachments.

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 <shellymiller@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: vdtessore@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: vdtessitore@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 C Store and Gas Station, Located at 2000 W. Ray Road, Generally Located at the Northw**

Rezoning

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

Preliminary Development Plan

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

Council Focus Area(s):



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

I attended the Planning and Zoning meeting on 2/21/24 to hear more about the developer's plan for this site and I provided public comment in front of the commission. Only the chairman of the planning and zoning

commission voted NO on the planning change, but many valid issues were left unanswered by the developer's representative and City staff at the meeting.

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

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

I understand that this site has sat vacant through much of the COVID era, once an Osco Drug store, and then two different Pet shops, but a high traffic gasoline and convenience store sandwiched between the Tutor Time daycare, Seton Catholic High School, and Anderson Middle School is not a good 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 Development Services Memo No. 24-024

Date: May 06, 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:

Rezoning

Move City Council continue Rezoning 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, subject to conditions as recommended by Planning staff, to the June 27, 2024, City Council meeting.

Preliminary Development Plan

Move City Council continue Preliminary Development Plan PLH23-0063 CBREIM Frye for site layout and building architecture, subject to the conditions as recommended by Planning staff, to the June 27, 2024, City Council meeting.

Background/Discussion

This request was continued from the May 1, 2024, Planning and Zoning Commission hearing to the June 5, 2024, Planning and Zoning Commission hearing as requested by the applicant to allow additional time to complete engineering due diligence needed to inform the terms of the development agreement.

To accommodate the adjusted Planning and Zoning hearing date, the applicant requests this item be continued to the June 27, 2024, City Council meeting.

Attachments

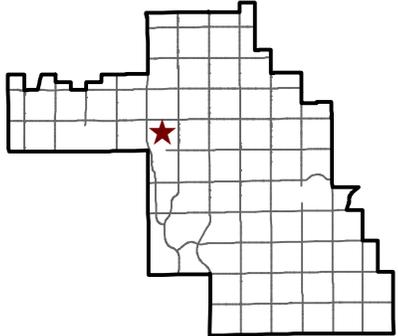
Vicinity Maps
Letter from Applicant



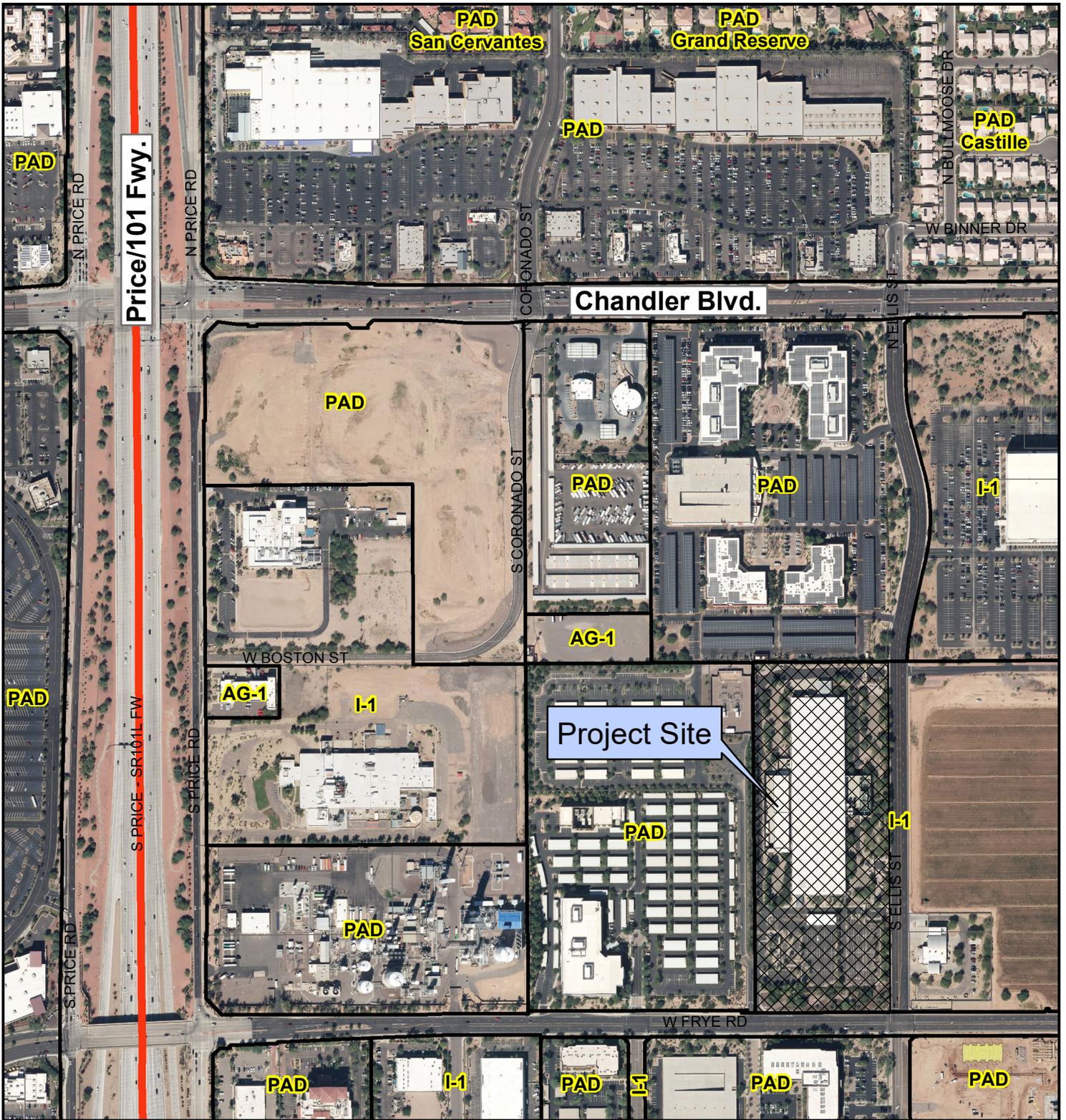
PLH23-0063 CBREIM Frye



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>



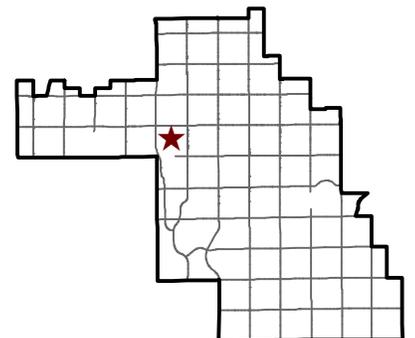
PLH23-0063 CBREIM Frye



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>



April 30, 2024

Dear Members of the Chandler Planning & Zoning Commission,

This short note will provide background on our recent requests for continuances for our client's proposed data center expansion at Frye Road and Ellis Street (PLH23-0063). After the initial P&Z Commission Hearing had been noticed, our team thought about an engineering item that we wanted to run to ground before proceeding to hearing. Typically, such due diligence is conducted in advance of the P&Z hearing being scheduled and noticed. However, in this instance, the hearing had already been noticed when our team thought of the question. And that meant we were required to seek continuances until we had completed the analysis, which took a bit longer than originally expected.

Fortunately, we are nearly completed with our analysis and expect this continuance request to June 5th to be the final one we need. We look forward to completing our analysis, finalizing our pre-hearing work with City staff, and presenting this case to you soon.

Should you have any questions in the meantime, please do not hesitate to contact me directly.

Sincerely,



Taylor C. Earl
Managing Partner

o (602) 265-0094
tearl@earlcurley.com



City Council Memorandum Facilities and Fleet Memo No. N/A

Date: May 06, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
 Dawn Lang, Deputy City Manager - CFO
From: Mike Hollingsworth, Facility & Fleet Services Senior Manager
Subject: Purchase of Key Cabinets and Installation Services

Proposed Motion:

Move City Council approve the competition impracticable purchase of key cabinets and installation services, from Traka USA, in the amount of \$146,800.

Background/Discussion:

As part of the city's efforts to improve physical security, staff have identified the need to implement an expanded key management system to streamline key distribution for part-time and temporary staff, ensuring efficient access to facility keys as needed. With each electronic unit capable of securely storing and managing up to 20 keys, the system offers around-the-clock accessibility, stringent user authorization controls, comprehensive audit tracking, and reliable battery backup.

Moreover, the system restricts key usage solely to individuals with predefined access privileges via the existing access control infrastructure. This request would provide for the procurement and installation of 13 key management systems across multiple locations: 6 in aquatics facilities, 5 in recreation facilities, and additional installations required at the Information Technology building and the Chandler Municipal Airport.

Evaluation:

Staff reviewed this purchase based on competition impracticable criteria in City Code. The City currently has Traka Touch Pro M Key cabinets installed at other city facilities. Purchasing the cabinets will guarantee smooth integration into the current system. Also, purchasing directly from Traka USA is more cost effective, as purchasing from third party resellers will incur additional mark-up fees. Staff recommends the competition impracticable purchase of the Traka Touch Pro M key cabinets and installation services.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.3210.6419.6BF669	General Government Capital Projects	Facility Key & Security Mgt System	\$136,150	Y
635.3210.6419.6BF669	Airport Operating Enterprise Fund	Facility Key & Security Mgt System	\$10,650	Y



City Council Memorandum Management Services Memo No. 24-079

Date: May 06, 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 Xing Ling Chen, Agent, Legends Showcase, LLC, DBA Legends Showcase Bar & Grill

Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 283495, a Series 12, Restaurant Liquor License, for Xing Ling Chen, Agent, Legends Showcase, LLC, DBA Legends Showcase Bar & Grill, located at 2386 N. Alma School Road, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 306878.

Discussion:

This application for a liquor license was posted for hearing on May 9, 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.

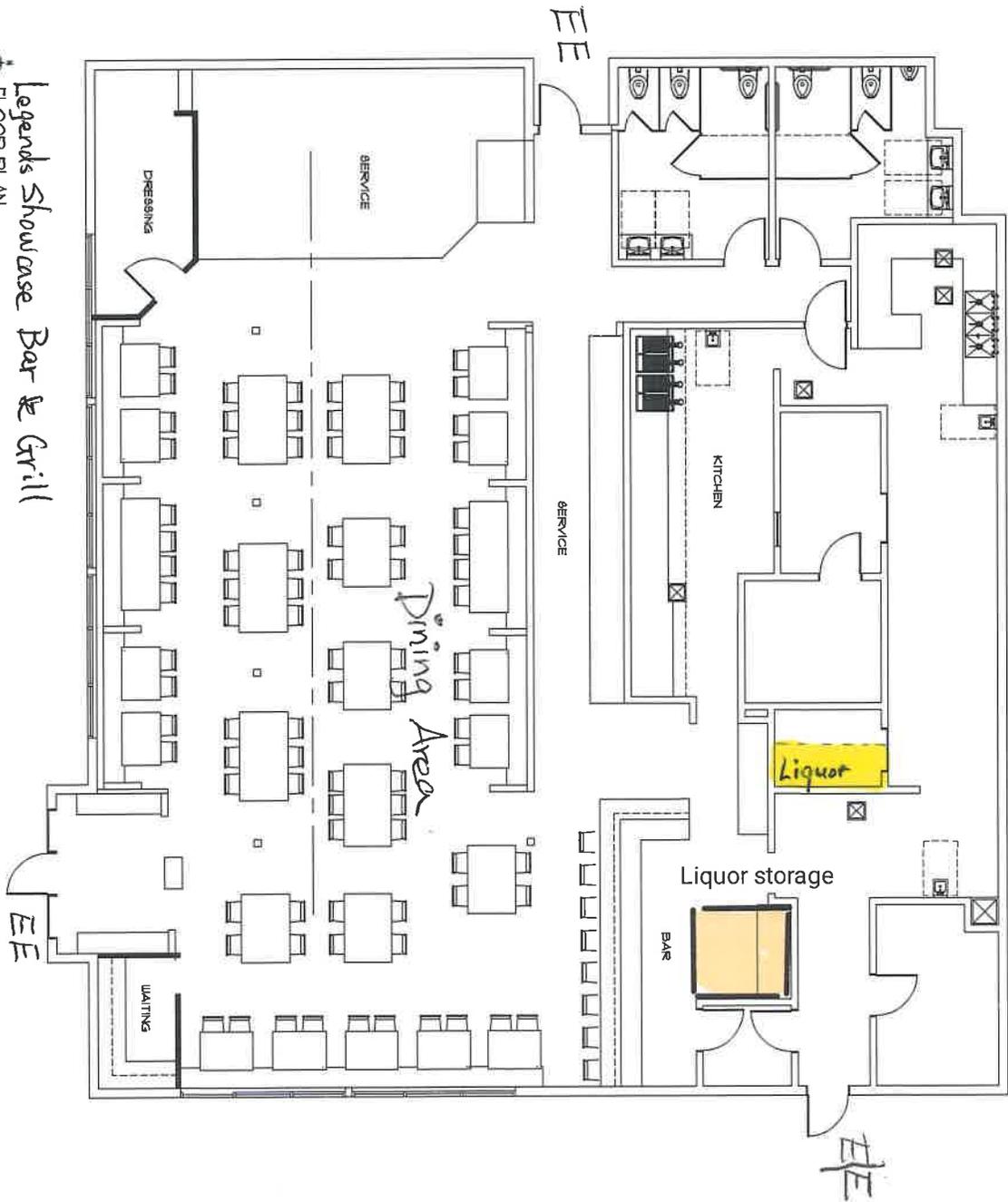
The Police Department reports no objections to the issuance of this license, and no written protests pursuant to A.R.S. 4-201(B) have been received. With a Series 12, Restaurant Liquor License, the business may sell all liquors for on-premise consumption only, with a minimum of 40% of the gross receipts from the sale of food.

Attachments

A-Floor Plan


Legends Showcase Bar & Grill
FLOOR PLAN
 SCALE 1/8" = 1'-0"
 EXISTING WALLS TO BE REPAIR
 NEW WALLS

Total 5,400 square feet





City Council Memorandum Management Services Memo No. 24-081

Date: May 06, 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 Bonita Renee Henderson, Agent, The 5Bs, LLC, DBA Bonnie's Bread and Butter Co.

Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 280208, a Series 12, Restaurant Liquor License, for Bonita Renee Henderson, Agent, The 5Bs, LLC, DBA Bonnie's Bread and Butter Co., located at 777 N. Arizona Avenue, Suite 3, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 306765.

Discussion:

This application for a liquor license was posted for hearing on May 9, 2024.

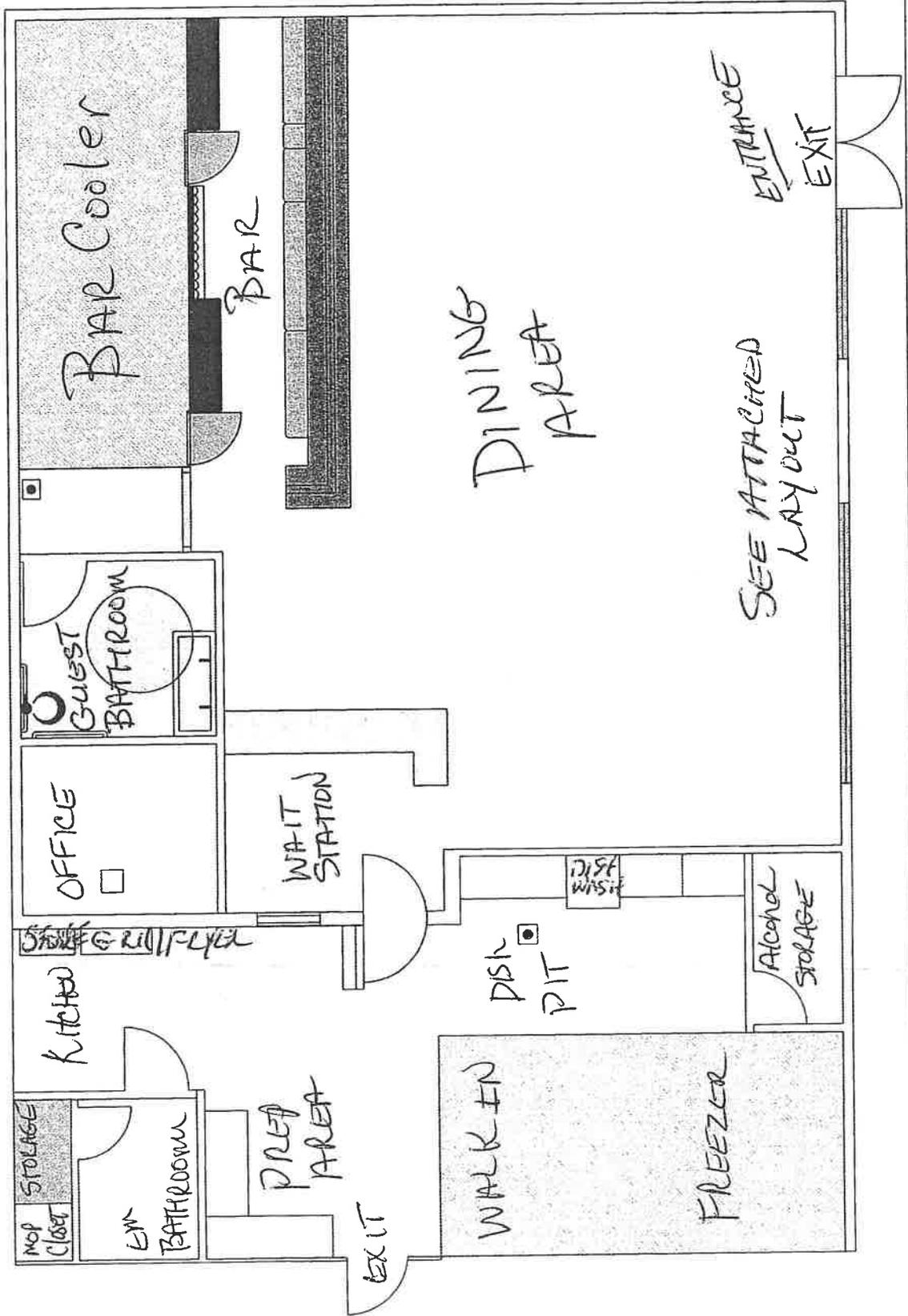
Staff requests a recommendation for this liquor license as the establishment does not have an interim liquor license permit with the Department of Liquor Licenses and Control (DLLC) and desires to begin serving alcohol. The DLLC allows 60 days for the City to provide a recommendation for a liquor license 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

SQ FOOTAGE = 2,400 SQ. FT.





City Council Memorandum Management Services Memo No. 24-080

Date: May 06, 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: Liquor License Series 12, Restaurant Liquor License application for Quin Hq Dinh, Agent, Asian Kitchen, LLC, DBA Asian Kitchen

Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 274041, a Series 12, Restaurant Liquor License, for Quin Hq Dinh, Agent, Asian Kitchen, LLC, DBA Asian Kitchen, located at 1890 W. Germann Road, Suite #1, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 307046.

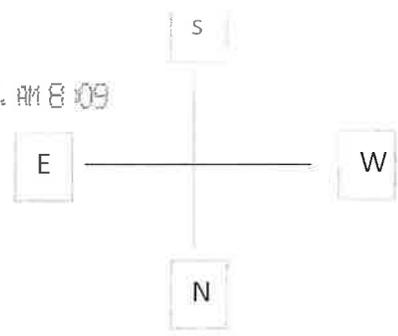
Discussion:

This application for a liquor license was posted for hearing on May 9, 2024.

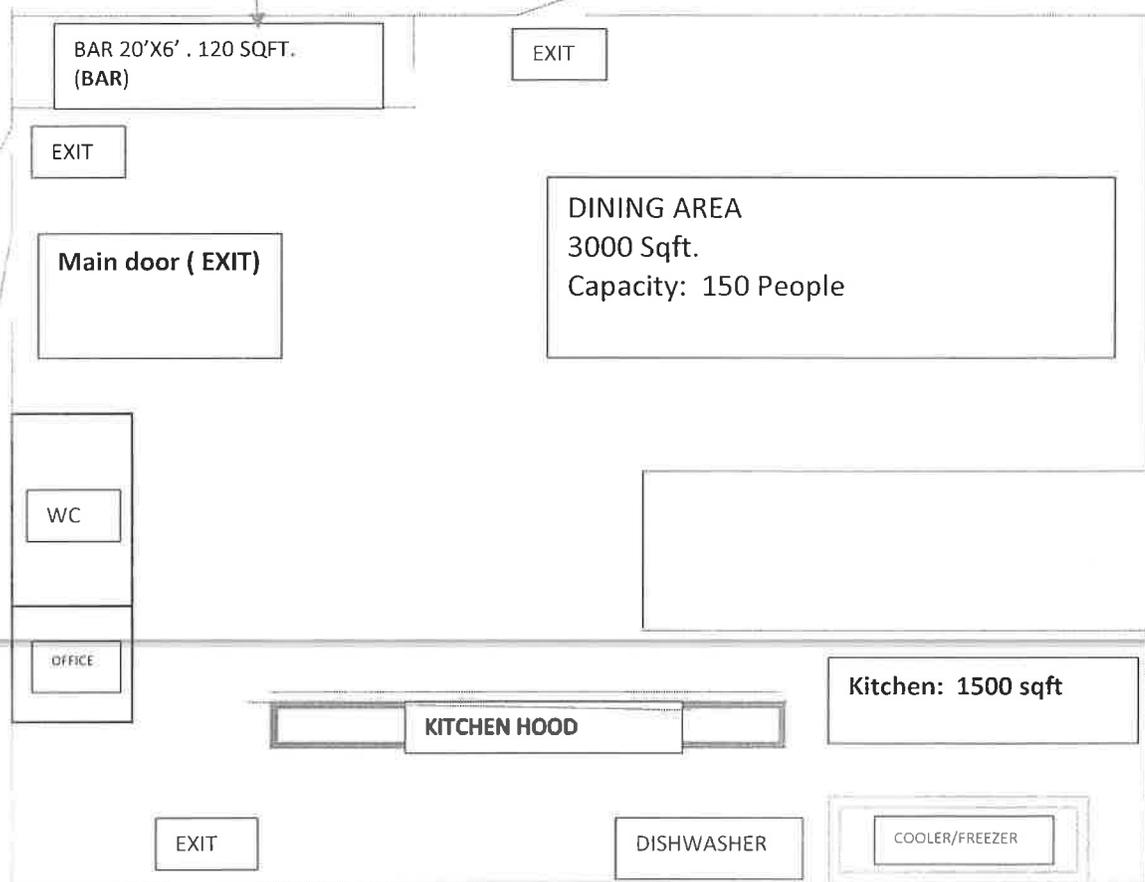
The Police Department reports no objections to the issuance of this license, and no written protests pursuant to A.R.S. 4-201(B) have been received. With a Series 12, Restaurant Liquor License, the business may sell all liquors for on-premise consumption only, with a minimum of 40% of the gross receipts from the sale of food.

Attachments

A-Floor Plan



Beer/wine will be sold in this Bar area.
HAVE two coolers for beer/wine.
(Size of liquor storage: 25.8 Cu.ft)



- Note:
- The main door serves as the exit entrance.
 - (BAR) Where is the liquor storage, which is 120 sqft in size? We have two coolers for beer/wine.
 - The size of the liquor storage is 25.8 cu.ft.
 - Total restaurant: 4,500 sqft
 - Capacity: 150 People



City Council Memorandum Management Services Memo No. 24-082

Date: May 06, 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 10, Beer and Wine Store Liquor License Application for Andrea Dahlman Lewkowitz, Agent, Trader Joe's Company, DBA Trader Joe's #287

Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 282340, a Series 10, Beer and Wine Store Liquor License, for Andrea Dahlman Lewkowitz, Agent, Trader Joe's Company, DBA Trader Joe's #287, located at 3961 S. Arizona Avenue, and approval of the City of Chandler, Series 10, Beer and Wine Store Liquor License No. 307014.

Discussion:

This application for a liquor license was posted for hearing on May 9, 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 10, Beer and Wine Store Liquor License, the business may sell beer and wine only for off-premise consumption.

Attachments

A-Floor Plan



City Council Memorandum Neighborhood Resources Memo No.

Date: May 06, 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: Final Adoption of Ordinance No. 5092, approving a ground lease at 77 North McQueen Road with Villas on McQueen, LLC

Proposed Motion:

Move City Council 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

This ordinance was introduced and tentatively adopted at the Regular City Council meeting on April 18, 2024.

Attachments

Ordinance No. 5092

Ground Lease

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 Depository 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.

Type of Service	Required Limits
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]

Exhibit D to Ground Lease

[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>
<p>City of Chandler</p>	<p>\$415,056 HOME Loan (a "City Loan")</p>
<p>City of Chandler</p>	<p>\$1,578,385 HOME ARP Loan (a "City Loan")</p>
<p>City of Chandler</p>	<p>\$5,000,000 ARPA Loan (a "City Loan")</p>
<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 Law Memo No. LAW24-01

Date: May 06, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Kelly Y. Schwab, City Attorney
Bryan Chapman, Police Chief
Melissa Deanda, Assistant Police Chief
From: Tawn Kao, Assistant City Attorney
Subject: Introduction and Tentative Adoption of Ordinance No. 5096, Repealing and Replacing Section 11-16 of Chapter 11 of the Code of the City of Chandler in its Entirety and Retitling as "Unruly Gathering"

Proposed Motion:

Move City Council introduce and tentatively adopt Ordinance No. 5096, amending the Code of the City of Chandler, Chapter 11, Curfew, Graffiti, Smoking and Miscellaneous Offenses, by repealing and replacing Section 11-16 in its entirety; retitling Section 11-16 as "Unruly Gathering"; providing for repeal of conflicting ordinances; providing for severability, and providing for penalties.

Background:

In May 2015, the Chandler City Council adopted Ordinance No. 4642 amending Chandler City Code, Chapter 11, adding Section 11-16, "Providing a Location for an Unlawful Minor Party/Gathering," also known as a social host ordinance. Ordinance No. 4642 was adopted for the purpose of preventing and deterring underage drinking by promoting social responsibility within the community and penalizing social hosting of parties that facilitated or allowed underage drinking.

Ordinance No. 5096 would replace Ordinance No. 4642 with an unruly gathering ordinance that not only addresses underage drinking but all behaviors that threaten the peace, health, safety, or welfare of the general public. Further, responsible persons shall include any person in attendance at an unruly gathering including any property owner, occupant tenant, or tenant's guest or any sponsor,

host or organizer of a social activity or special occasion or owner that was aware of the social activity or special occasion constituting the unruly gathering, even if such person is not in attendance, or any owner who had been notified that an unruly gathering had previously occurred on the same premises within 180 days prior to a subsequent unruly gathering. If such a person is a juvenile, the responsible persons shall include the juvenile's parents or guardians.

Discussion:

In response to the tragic death of 16-year-old Preston Lord, who succumbed to injuries sustained in a violent assault at a party in Queen Creek in October 2023, the City Council's Community Safety Subcommittee (Vice Mayor Harris, Councilmembers Christine Ellis and Angel Encinas) met on March 22, 2024, to review recommendations to update Section 11-16 of the City Code. The Subcommittee recommended the proposed ordinance be forwarded to the full City Council for consideration. On April 4, 2024, Council held a work session to discuss this proposed ordinance and directed staff to schedule it for a vote on the May 9, 2024, regular meeting agenda. The objective of Ordinance No. 5096 is to address the profound impact of teen violence on the community and enhance the safety of individuals attending gatherings at private residences. The ordinance ensures that responsible individuals are held both civilly and criminally accountable for disruptive gatherings that endanger the safety and welfare of the community.

Ordinance No. 5096 stipulates that, unless otherwise specified, violations will result in civil infractions in accordance with Section 1-8.7 of the Chandler City Code. Additionally, any individual found to have committed a violation designated as a civil infraction within an eighteen-month period after a previous finding of responsibility shall be charged with a Class 1 misdemeanor, subject to the penalty provisions outlined in Section 1-8 of the Chandler City Code

Attachments

Ordinance No. 5096 - Unruly Gathering

ORDINANCE NO. 5096

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, DECLARING THAT DOCUMENT ENTITLED "FULL REPEAL AND REPLACEMENT OF SECTION 11-16, PROVIDING A LOCATION FOR AN UNLAWFUL MINOR PARTY/GATHERING PROHIBITED, RETITLING SECTION 11-16 AS UNRULY GATHERING" TO BE A PUBLIC RECORD; AMENDING CHAPTER 11, CURFEW, GRAFFITI, SMOKING AND MISCELLANEOUS OFFENSES, BY REPEALING AND REPLACING SECTION 11-16 IN ITS ENTIRETY, RETITLING SECTION 11-16 AS UNRULY GATHERING; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PENALTIES.

WHEREAS, in May of 2015, the Chandler City Council adopted Ordinance No. 4642 amending Chandler City Code, Chapter 11, adding Section 11-16; Providing a Location for an Unlawful Minor Party/Gathering, also known as a social host ordinance;

WHEREAS, the City of Chandler adopted Ordinance No. 4642 for the purpose of preventing and deterring underage drinking in the community by promoting social responsibility within the community and penalizing social hosting of parties that facilitated or allowed underage drinking;

WHEREAS, the City Council now seeks to replace Ordinance No. 4642 with an unruly gathering ordinance that not only addresses underage drinking but all behaviors that threaten the peace, health, safety, or welfare of the general public; and

WHEREAS, the City Council wishes to promote the safety of individuals attending gatherings held at private residences by assuring that responsible person(s) are held civilly and criminally responsible for such unruly gatherings that jeopardize the welfare of the community.

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

Section 1. That certain document entitled "Full Repeal and Replacement of Section 11-16, Providing a location for an unlawful minor party/gathering prohibited, Retitling Section 11-16 as Unruly gathering," one paper copy and one electronic copy of which shall remain on file in the office of the City Clerk, is hereby declared to be a public record.

Section 2. That the Chandler City Code is hereby amended by adoption of the amendments set forth in, "Full Repeal and Replacement of Section 11-16, Providing a location for an unlawful minor party/gathering prohibited, Retitling Section 11-16 as Unruly gathering," said document having been declared to be a public record.

Section 3. Providing for Repeal of Conflicting Ordinances.

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

Section 4. Providing for Severability.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 5. Providing for Penalties

Unless otherwise designated, a violation of this ordinance is a civil infraction subject to the provisions of Section 1-8.7 of the Chandler City Code. Any person who commits a violation which has been designated a civil infraction after previously having been found responsible for committing a civil infraction within any eighteen-month period, whether by admission, by payment of the fine, by default, or judgment after hearing, shall be guilty of a Class 1 misdemeanor and subject to the penalty provisions of Section 1-8 of the Chandler City Code.

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. 5096 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 *AK*

Published:

Full Repeal and Replacement of Section 11-16, Providing a location for an unlawful minor party/gathering prohibited, Retitling Section 11-16 as Unruly gathering.

{Public Record for Ordinance No. 5096}

Chapter 11 of the Chandler City Code, Curfew, Graffiti, Smoking and Miscellaneous Offenses; Section 11-16, Providing a location for an unlawful minor party/gathering prohibited, is hereby repealed in its entirety, and replaced with Section 11-16 Retitled as, Unruly gathering, as follows:

11-16 Unruly gathering.

11-16.1 The City Council finds and determines it is a public nuisance for any Responsible Persons(s), social hosts or property Owner(s) to permit, allow or host an Unruly Gathering on residential property (or other private real property under his or her ownership or control) as defined herein.

11-16.2 Definitions. For this section, the following terms shall have the meanings respectively ascribed to them herein unless the context requires otherwise:

1. *Illegal Drugs* means a drug or substance the possession and use of which is prohibited under Title 13 of the Arizona Revised Statutes. The term does not include any drug or substance for which a person has a valid prescription issued by a licensed medical practitioner authorized to issue such a prescription or is otherwise authorized by law.
2. *Juvenile* means a minor under the age of eighteen (18) years.
3. *Minor* means any person under the age of twenty-one (21) years.
4. *Owner* means any person or legal entity that owns a property or has charge, care or control of a property as a legal owner.
5. *Premises* means any private or public property that is the site of an Unruly Gathering. For residential properties, Premises may include the dwelling unit, units, or other common areas where the Unruly Gathering occurs.
6. *Responsible Person* means any person in attendance at an Unruly Gathering including any Owner, occupant tenant, or tenant's guest or any sponsor, host or organizer of a social activity or special occasion or Owner that was aware of the social activity or special occasion constituting the Unruly Gathering, even if such person is not in attendance, or any Owner who had been notified that an Unruly Gathering had previously occurred on the same Premises within 180 days prior to a subsequent Unruly Gathering. If such person is a Juvenile, the term Responsible Person includes, in addition to the Juvenile, the Juvenile's parents or guardians. Responsible Person does not include Owners or persons in charge of the Premises where an Unruly Gathering takes place if the persons in attendance obtained

use of the Premises through illegal entry or trespassing. A person need not be present at the time of the party, gathering or event to be deemed responsible.

7. *Spirituos Liquor* shall have the same meaning as defined in A.R.S. § 4-101(38).
8. *Unruly Gathering* means a gathering of persons on any private or public property, including property used to conduct business, which constitutes a threat to the public peace, health, safety or general welfare including, but not limited to: excessive noise (meaning noise witnessed and reasonably evaluated by a police officer and/or by a code enforcement officer as disturbing the peace and quiet enjoyment of people working or living in the vicinity of the Premises), impeding traffic, obstruction of streets by crowds or vehicles, use or possession of Illegal Drugs, drinking alcohol in public areas, the service of alcohol to minors or consumption of alcohol by minors, fighting, disturbing the peace, and/or littering.

11-16.3 Unruly gathering.

1. It shall be unlawful for a Responsible Person to intentionally, knowingly, or recklessly permit an Unruly Gathering.
2. On any response to an Unruly Gathering, the Responsible Person(s) in violation of this section may be charged with a Class 1 misdemeanor if any of the following are found or occur on the Premises or if the Owner had notice that an Unruly Gathering had previously occurred on the Premises within the prior one hundred and eighty days (180) days:
 - i. Minor in possession of alcohol.
 - ii. Minor in consumption of alcohol.
 - iii. Illegal Drugs.
 - iv. Any act designated a felony in the Arizona Revised Statutes; or
 - v. Physical altercation(s) that result in injury.

11-16.4 Unruly gathering response. A police officer may abate an Unruly Gathering by reasonable means including, but not limited to, citation or arrest of violators under applicable ordinances or state statutes and dispersing any remaining gathered participants. Any participant who is not a resident of the Premises and who fails to disperse following a lawful order from a police officer pursuant to this section may be deemed a Responsible Person and cited for an Unruly Gathering.

11-16.5 Penalties. Unless otherwise designated, a violation of this section is a civil infraction subject to the provisions of Section 1-8.7 of this Code. Any person who commits a violation which has been designated a civil infraction after previously having been found responsible for committing a civil infraction within any eighteen-month period, whether by admission, by payment of the fine, by default, or judgment after hearing, shall be guilty of a Class 1 misdemeanor and subject to the penalty provisions of Section 1-8 of this Code.



City Council Memorandum Law Memo No. LAW24-02

Date: May 06, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Kelly Y. Schwab, City Attorney
Bryan Chapman, Police Chief
Melissa Deanda, Assistant Police Chief
From: Tawn Kao, Assistant City Attorney
Subject: Introduction and Tentative Adoption of Ordinance No. 5097, Amending Chapter 11 of the Code of the City of Chandler by Adding Section 11-18 "Brass Knuckles"

Proposed Motion:

Move City Council introduce and tentatively adopt Ordinance No. 5097, amending the Code of the City of Chandler, Chapter 11, Curfew, Graffiti, Smoking and Miscellaneous Offenses, by adding Section 11-18 "Brass Knuckles"; providing for repeal of conflicting ordinances; providing for severability, and providing for penalties.

Background:

Currently, it is legal in the State of Arizona to sell or possess brass knuckles or other knuckles made of metal. The City Council of the City of Chandler desires to address teen violence and behaviors that threaten the peace, health, safety, or welfare of the general public. Brass knuckles are used mainly, if not solely, for aggressive fighting with the intent to cause injuries. The intent of this ordinance is to aid the prevention of teen violence through prohibiting the sale, gifting, or possession of brass knuckles or other knuckles made of metal by minors.

On April 4, 2024, Council held a work session to discuss this proposed ordinance and directed staff to schedule it for a vote on the May 9, 2024, regular meeting agenda.

Discussion:

Ordinance No. 5097 will make it unlawful for a minor to possess brass knuckles or other knuckles of metal, as well as for any person to sell, give away, or to have in their possession for the purpose of sale or giving away, or to display for sale or giving away, any brass knuckles or other knuckles of metal to a minor. A minor is defined under Chapter 11 of the Chandler City Code as any person under the age of twenty-one (21) years.

A violation of Ordinance No. 5097 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.

Financial Implications:

There are no financial implications.

Attachments

Ordinance No. 5097 - Brass Knuckles

ORDINANCE NO. 5097

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE CODE OF THE CITY OF CHANDLER, CHAPTER 11 CURFEW GRAFFITI, SMOKING AND MISCELLANEOUS OFFENSES, BY ADDING SECTION 11-18, BRASS KNUCKLES; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR PENALTIES.

WHEREAS, the Chandler City Council seeks to address all behaviors that threaten the peace, health, safety, or welfare of the general public; and

WHEREAS, brass or metal knuckles are used mainly if not solely for aggressive fighting with the intent to cause injuries; and

WHEREAS, the prevention of teen violence through the prohibition of sale, gift, or possession of brass knuckles or other knuckles of metal by minors is in the best interest of the residents of the City of Chandler and aimed at reducing or preventing teen violence.

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

Section 1. That the Chandler City Code, Chapter 11 Curfew Graffiti, Smoking and Miscellaneous Offenses, is hereby amended adding Section 11-18 Brass Knuckles (additions in ALL CAPS, deletions in strikeout):

11-18. BRASS KNUCKLES

IT SHALL BE UNLAWFUL FOR A MINOR TO POSSESS BRASS KNUCKLES OR OTHER KNUCKLES OF METAL. IT SHALL BE UNLAWFUL FOR ANY PERSON TO SELL, GIVE AWAY OR TO HAVE IN THEIR POSSESSION FOR THE PURPOSE OF SALE OR GIVING AWAY, OR TO DISPLAY FOR SALE OR GIVING AWAY ANY BRASS KNUCKLES OR OTHER KNUCKLES OF METAL TO A MINOR.

Section 2. Providing for Repeal of Conflicting Ordinances.

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

Section 3. Providing for Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 5. Providing for Penalties

A violation of this Ordinance 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.

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. 5097 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 *AK*

Published:



City Council Memorandum Public Works & Utilities Memo No. RE24-064

Date: May 06, 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: Final Adoption 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 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.

This Ordinance was introduced and tentatively adopted on April 18, 2024.

Financial Implications:

The city will receive payment of \$4,000 for granting the easement.

Attachments

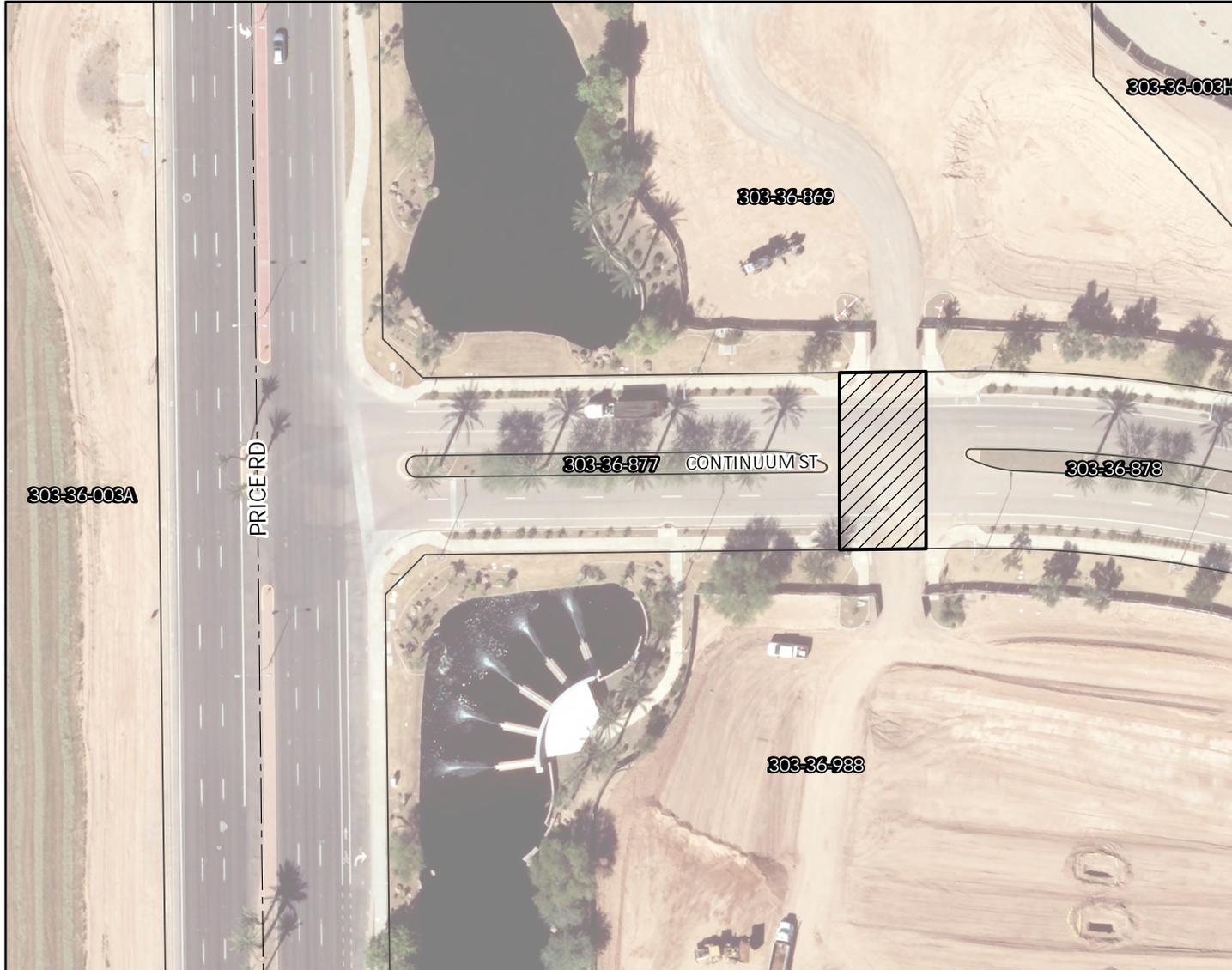
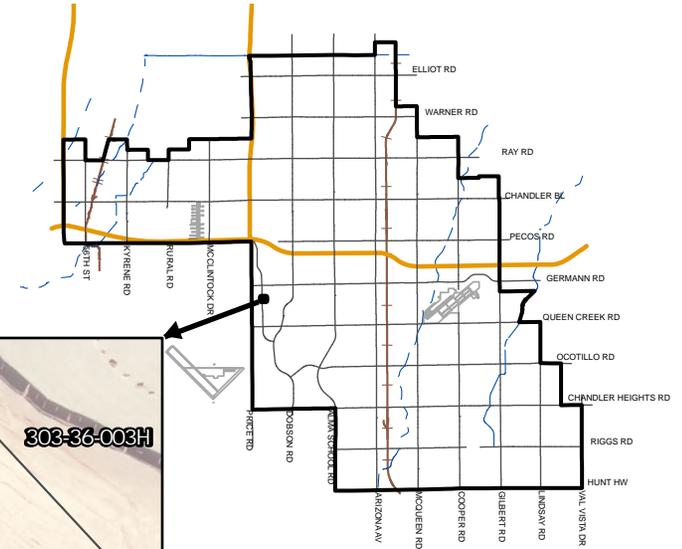
Location Map

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;

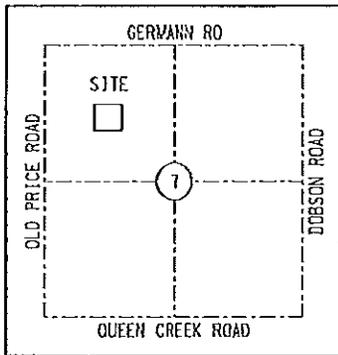
THENCE ALONG SAID NORTH RIGHT OF WAY LINE NORTH 89 DEGREES 18 MINUTES 22 SECONDS EAST, A DISTANCE OF 44.00 FEET TO SAID POINT OF BEGINNING.

SAID EASEMENT CONTAINS AN AREA OF 3,960 SQUARE FEET OR 0.091 ACRES, MORE OR LESS.

END OF DESCRIPTION



EXHIBIT "A"



VICINITY MAP (N.T.S.)
T2S R5E
G4S4M

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.

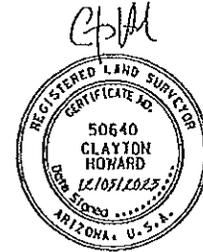
NOTES

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



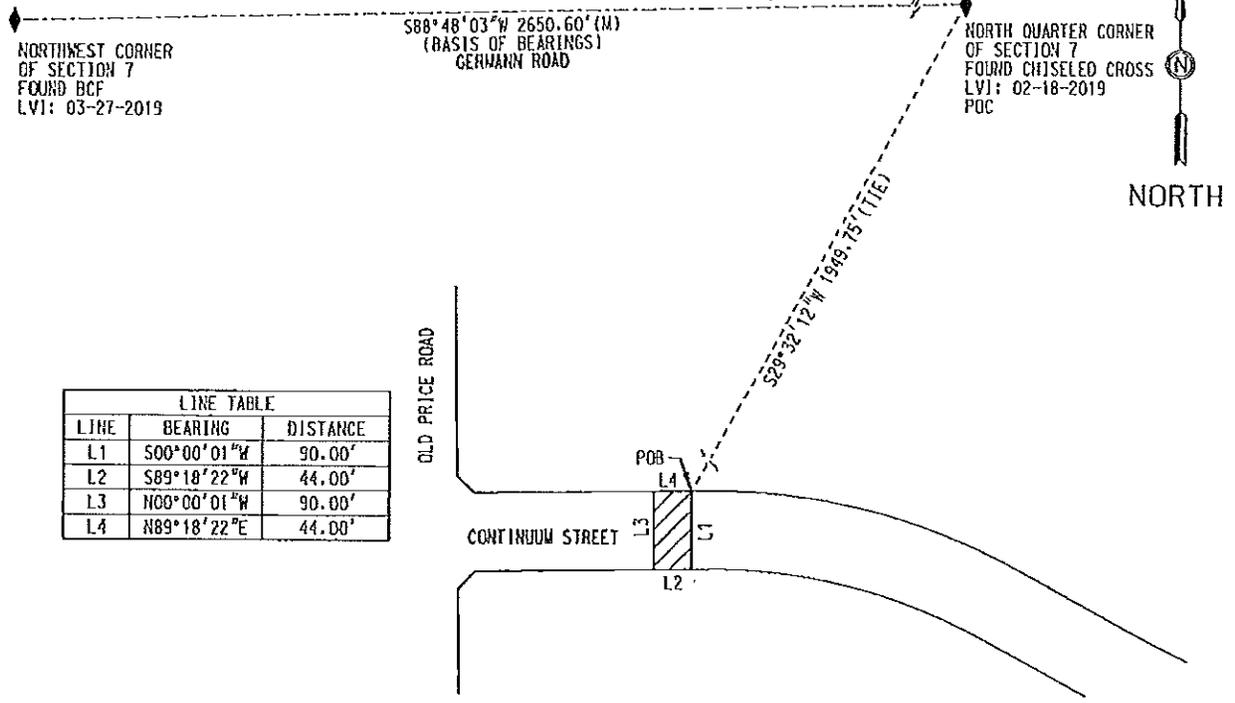
BASIS OF BEARINGS:
THE ARIZONA STATE PLANE COORDINATE
SYSTEM, CENTRAL ZONE, NAD 83 DATUM.

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
SRP DRAW NUMBER: NA	SCALE: NTS
I.O. NUMBER: T3428176	SHEET: 2 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

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"



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'

EASEMENT AREA:
3,960 SQ. FT.
0.091 ACRES

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		SURVEY DIVISION LAND DEPARTMENT
SRP LDNR NUMBER: NA	SCALE: NTS	MERLE SCHRADER 69KV UG LOOP-IN NW 1/4, SECTION 07 T.2 S., R.7 E. 7.3 SOUTH - 24.3 EAST
T.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;

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;

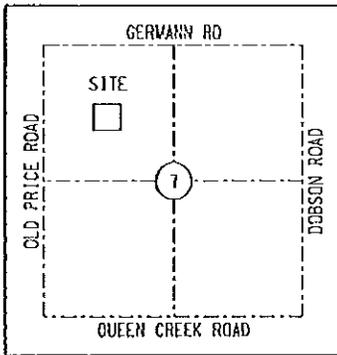
THENCE ALONG SAID NORTH RIGHT OF WAY LINE NORTH 89 DEGREES 18 MINUTES 22 SECONDS EAST, A DISTANCE OF 44.00 FEET TO SAID POINT OF BEGINNING.

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

ABBREVIATION TABLE

APH	ASSESSOR'S PARCEL NUMBER
BCF	BRASS CAP FLUSH
MCR	MARICOPA COUNTY RECORDER
(M)	MEASURED
LVI	LAST VISUAL INSPECTION
NTS	NOT TO SCALE
PDB	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.

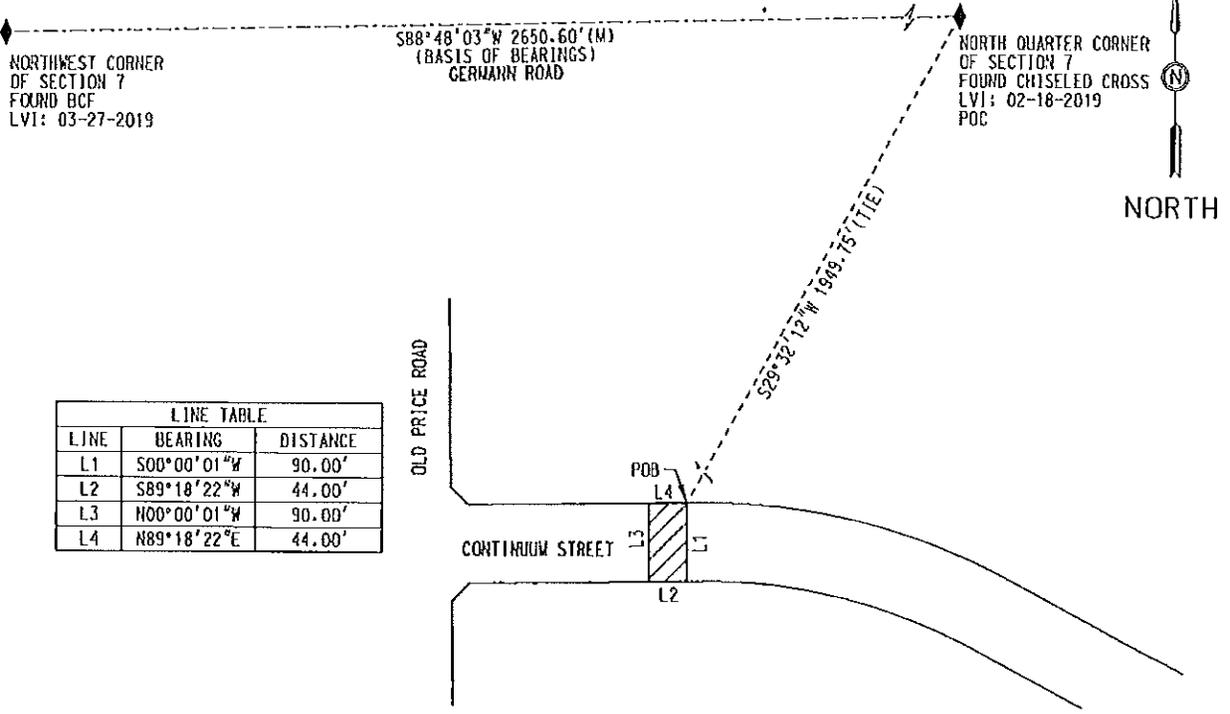
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
SRP LOWR NUMBER: MA	SCALE: NTS
I.O. NUMBER: T3428176	SHEET: 2 OF 3
AGENT: BOCKMANN	SHEET SIZE: 8.5"x11"
DRAWN: MALEK	REVISION: 0
CHECKED BY: HOWARD	CREW CHIEF: MCCAFFERY
DATE: 12-05-2023	FIELD DATE: 04-10-2023



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"



LINE TABLE		
LINE	BEARING	DISTANCE
L1	$S00^{\circ}00'01''W$	90.00'
L2	$S89^{\circ}18'22''W$	44.00'
L3	$N00^{\circ}00'01''W$	90.00'
L4	$N89^{\circ}18'22''E$	44.00'

EASEMENT AREA:
3,960 SQ. FT.
0.091 ACRES

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT	
SRP LDWR NUMBER: NA	SCALE: NTS
I.O. NUMBER: T3428176	SHEET: 3 OF 3
AGENT: BOCKMANN	SHEET SIZE: 8.5" x 11"
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. UA24-068

Date: May 06, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
Dan Haskins, Capital Projects Division Manager
From: Josef Kennis, Utility Plant Superintendent
Subject: Resolution No. 5795 Approving Amendment No. 1 to the Amended Project Agreement Under the Public Infrastructure Master Agreement Between the City of Chandler and Intel Corporation

Proposed Motion:

Move City Council pass and adopt Resolution No. 5795 approving Amendment No. 1 to the Amended Project Agreement under the Public Infrastructure Master Agreement dated May 24, 2019, between the City of Chandler and Intel Corporation for improvements to the Ocotillo Brine Reduction Facility and related public infrastructure needed to serve Intel's campus at 4500 S. Dobson Road.

Background:

Intel Corporation currently operates two manufacturing sites within Chandler and employs over 11,000 people. The Ocotillo Brine Reduction Facility (OBRF), located at 3737 S. Old Price Road, is owned and operated by the city and supports Intel by treating and delivering reclaimed wastewater back to Intel for reuse in its facility. On May 23, 2019, City Council approved a Public Infrastructure Master Agreement between the City and Intel under A.R.S. § 42-5032.02, for funding and construction of public improvements necessary to support Intel's capital investment. The Master Agreement contemplates that Intel and the city will enter into specific project agreements for funding and construction of public improvements.

Effective December 8, 2022, the city and Intel entered into an Amended Project Agreement to raise the allotted amount for the cost of design and construction for

the Project 3 – OBRF Improvements to \$5.75 million and authorize changes to the scope of the work. Since that time, the scope of work has again changed, and the city and Intel now wish to make further changes to the Amended Project Agreement and provide for an efficient method of addressing any future changes to the scope of work while maintaining the allotted amount for the cost of the project. The scope of this amendment will allow the city to provide quality water for Intel operations through adding capacity for new pumps, tanks, and software updates.

Financial Implications:

All improvements under this amendment will be paid through Arizona Revised Statutes Title 42 funding or by Intel Corporation. There is no city financial commitment.

Attachments

Resolution No. 5795

Intel Project 3 - Amendment No. 1

RESOLUTION NO. 5795

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AMENDMENT NO. 1 TO THE AMENDED PROJECT AGREEMENT UNDER THE PUBLIC INFRASTRUCTURE MASTER AGREEMENT DATED MAY 24, 2019, BETWEEN THE CITY OF CHANDLER AND INTEL CORPORATION FOR IMPROVEMENTS TO THE OCOTILLO BRINE REDUCTION FACILITY AND RELATED PUBLIC INFRASTRUCTURE NEEDED TO SERVE INTEL'S CAMPUS AT 4500 S. DOBSON ROAD.

WHEREAS, City and Intel are parties to that certain Public Infrastructure Master Agreement dated May 24, 2019, which provides for the construction and financing of public infrastructure necessary to serve a manufacturing facility under A.R.S. § 42-5032.02; and

WHEREAS, effective April 7, 2020, City and Intel entered into a Project Agreement for the design and construction of public infrastructure improvements to the Ocotillo Brine Reduction Facility ("OBRF"), also referred to as Project 3 – OBRF Improvements, to authorize the City to seek reimbursement for the improvements from a combination of monies derived from transaction privilege tax revenue collected by the State of Arizona under A.R.S. § 42-5032.02 (80%) and Intel (20%), with Intel agreeing to pay the City for any portion of the improvements not reimbursed by the State of Arizona under A.R.S. § 42-5032.02 for any reason; and

WHEREAS, effective December 8, 2022, City and Intel entered into an Amended Project Agreement to raise the allotted amount for the cost of design and construction for the Project 3 – OBRF Improvements to \$5.75 million and authorize changes to the scope of the work; and

WHEREAS, the City and Intel now wish to make changes to the scope of work under the Amended Project Agreement and provide for an efficient method of addressing any future changes to the scope of work while maintaining the allotted amount for the cost of the Project 3 – OBRF Improvements at \$5.75 million.

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

- Section 1. Approving Amendment No. 1 to the Amended Project Agreement for Project 3 – OBRF Improvements between the City and Intel.
- Section 2. Authorizing the Mayor to sign Amendment No. 1 to the Amended Project Agreement for Project 3 – OBRF Improvements on behalf of the City of Chandler.
- Section 3. Authorizing the City Engineer to execute any addenda to modify or amend the scope of the work of Project 3 – OBRF Improvements, provided the allotted amount of the Project 3 – OBRF Improvements is maintained at \$5.75 million.

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. 5795 was duly passed and adopted by the Chandler City Council at a regular meeting held on the ____ day of _____, 2024, at which a quorum was present.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



**AMENDMENT NO. 1 TO THE AMENDED PROJECT
AGREEMENT**

(Project 3 – OBRF Improvements)

This Amendment No. 1 (“Amendment No. 1”) is entered into effective as of _____, 2024, by and between the City of Chandler, an Arizona municipal corporation (“City”), and Intel Corporation, a Delaware corporation (“Intel”), pursuant to the Public Infrastructure Master Agreement (the “Master Agreement”) between them dated May 24, 2019.

RECITALS

WHEREAS, on April 7, 2020, the Parties entered into a Project Agreement (“Project Agreement”) for public infrastructure improvements to the Ocotillo Brine Reduction Facility (“OBRF”), also referred to as “Project 3 – OBRF Improvements;” and

WHEREAS, on December 8, 2022, the Parties entered into the Amended Project Agreement to amend the Project Agreement to add to the scope of Work and increase the cost of the Work (“Amended Project Agreement”); and

WHEREAS, the Parties now wish to make changes to the scope of Work and provide for an efficient method of addressing any future changes to the scope of Work.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The Work to be completed as Project 3 – OBRF Improvements is amended to add certain improvements; remove certain improvements the Parties now wish to abandon; and provide estimated completion dates, as described in the **Second Amended Attachment 1** attached hereto, which shall supersede and replace in its entirety the former “Amended Attachment 1” to the Amended Project Agreement.
2. Article 1 of the Amended Project Agreement is amended by the deletion of the second and third sentences in their entirety and the addition of the following sentences: **The Work to be completed as part of Project 3 is detailed in the Second Amended Attachment 1. Any modifications or amendments to the scope of the Work must be agreed upon in writing by both parties and may be appended to the Second Amended Attachment 1 as addenda. The addenda shall specify the revised scope of work, project completion dates, and any other pertinent details necessary to reflect the agreed-upon changes. These addenda shall be considered integral parts of the Project Agreement and shall govern the execution of Project 3 in accordance with the revised terms. Addenda may be approved and executed on City’s behalf by the City Engineer and on Intel’s behalf by an authorized representative of Intel. It is expressly agreed that the Work listed in the Second Amended Attachment 1 is not in any particular priority. The Work**

will be prioritized depending on logistics at the site, project requirements, and resources available.

3. Article 5 is amended to add this Amendment No. 1 to the list of Contract Documents.
4. All other terms and conditions of the Project Agreement and the Amended Project Agreement shall remain unchanged and in full force and effect. If a conflict or ambiguity arises among the documents, the following order prevails and controls: (a) this Amendment No. 1, (b) the Amended Project Agreement, and (c) the Project Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 effective on the date set forth above.

ATTEST:

CITY OF CHANDLER, an Arizona
municipal corporation

CITY CLERK

By _____
Kevin Hartke, Mayor

APPROVED AS TO FORM:

CITY ATTORNEY



INTEL CORPORATION, a Delaware
corporation

By Sharon Anderson
Its utilities Manager

Second Amended Attachment 1

SCOPE OF WORK

Project 3 – Ocotillo Brine Reduction Facility (OBRF) Improvements

City and Intel agree that the following overview and description of the scope of Work for Project 3 is incorporated and shall control as if fully set forth in the Project Agreement. Any needed assessment of the area will take place and include coordination with existing operations, site traffic, and circulation to determine the buildout sequence and scheduling of the scope. The sequencing and scheduling will be prioritized to enable logistics around the site.

- 1.1 CLS Polymer and BFP Polymer Building — new climate controlled building or buildings for the CLS and BFP polymer systems; completed 01/31/2023
- 1.2 Additional HCL storage — OBRF currently needs 1 load of HCL a week and additional storage will increase reliability; estimated completion 6/30/2024
- 1.3 WAC waste tank mixing; estimated completion 6/30/2024
- 1.4 Update ion exchange outlet waste to permeate recycle; estimated completion 5/08/2024
- 1.5 Gilbert Road Ponds — SCADA Network Replacement; TBD
- 1.6 OBRF record documentation — need consolidation and organization of documents with a storage platform; estimated completion 8/01/2024
- 1.8 Cellular Alarm Paging — Enable operations personnel to receive alarms via the cell network at OBRF; completed 8/31/2023
- 1.9 Plant Air Upsize — increase compressor capacity and receiver sizing for plant air system; estimated completion 05/08/2024
- 1.10 PWPS Pump Sizing/New Drives - install new VFDs for Product Water Pump Station (PWPS); 2 out of 4 completed; remaining 2 – TBD
- 1.11 BC AntiFoam Redesign and Heat Trace — replace Antifoam pumps and heat trace system; estimated completion 8/01/2024
- 1.12 Electrical cabinet repair at OWRP; estimated completion 5/01/2024
- 1.13 Replacement and resizing of permeate tank; TBD
- 1.14 Equipment and parts storage building; TBD

1.15 OBRF pavement — resealing pavement at OBRF facility and parking upgrades; TBD



City Council Memorandum Public Works & Utilities Memo No. ST24-019

Date: May 06, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: John McFarland, Transportation Manager
Subject: Agreement No. TR3-968-4606, Amendment No.1, with Paramount Assistant, LLC, dba Paramount Streetlight, for Streetlight Pole Replacement

Proposed Motion:

Move City Council approve Agreement No. TR3-968-4606, Amendment No.1, with Paramount Assistant, LLC, dba Paramount Streetlight, for streetlight pole replacement, in an amount not to exceed \$479,000, for a one-year term, May 1, 2024, through April 30, 2025.

Background/Discussion:

The Transportation Division is responsible for the maintenance of over 28,515 streetlight poles on public streets throughout the city. While city staff handle day-to-day maintenance of these streetlights (luminaires, photo cells, drivers, wiring, etc.), pole replacement is completed by a contractor that has specialized equipment for this type of work. This agreement allows for installation or replacement of those poles damaged as a result of traffic accidents or rust. This agreement will also be used for miscellaneous new streetlight installation to increase lighting levels in older, developed areas. Staff estimates that approximately 260 streetlights may be replaced and/or upgraded during the term of this agreement. Purchase of the streetlight poles is accomplished through a separate contract.

Evaluation:

On April 24, 2023, City Council approved an agreement with Paramount Assistant, LLC, dba Paramount Streetlight, for streetlight pole replacements, for a one-year period, with the option of up to four (4) additional one-year extensions. The contractor has agreed to extend for one year at the same terms, pricing, and conditions. Staff recommends extension of the agreement for the term of May 1, 2024, through April 30, 2025. This is the first extension of the original agreement.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.3310.5219.0.6ST051	Capital General Fund	Streetlight Additions & Repairs	418,900	Y
401.3310.6210.0.6ST051	Capital General Fund	Streetlight Additions & Repairs	60,100	Y

Attachments

Amendment - Paramount



City Clerk Document No. _____

City Council Meeting Date: May 9, 2024

**AMENDMENT TO CITY OF CHANDLER AGREEMENT
STREETLIGHT POLE REPLACEMENT
CITY OF CHANDLER AGREEMENT NO. TR3-968-4606**

THIS AMENDMENT NO. 1 (Amendment No. 1) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Paramount Assistant, LLC dba Paramount Streetlight, (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 streetlight pole replacement services (Agreement); and

WHEREAS, the term of the Agreement was May 1, 2023, through April 30, 2024, with the option of up to four one-year extensions; and

WHEREAS, the Parties wish to exercise the first option through this Amendment to extend the Agreement for one year.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.
2. Section III is amended to read as follows: The Agreement is extended for a one-year period May 1, 2024, through April 30, 2025.
3. Section IV is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Exhibit B of the original Agreement, which is incorporated into and made a part of this Amendment No. 1 by this reference. Total payments made to the Contractor during the term of this Amendment No. 1 will not exceed \$479,000.

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. 1 and the Agreement, the terms and conditions in this Amendment No. 1 prevail and control.

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

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Amanda L Moore

Managing Member
Its: _____

APPROVED AS TO FORM:

By: _____

City Attorney *JNB*

ATTEST:

By: _____

City Clerk



City Council Memorandum Public Works & Utilities Memo No. CP24-134

Date: May 06, 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: Professional Services Agreement No. ST2007.451, with Entellus, Inc., for the Hamilton Street Improvements from Iris Place to Appleby Road Construction Management Services

Proposed Motion:

Move City Council award Professional Services Agreement No. ST2007.451, to Entellus, Inc., for the Hamilton Street Improvements from Iris Place to Appleby Road Construction Management Services, in an amount not to exceed \$671,367.74.

Background/Discussion:

On May 10, 2019, the City of Chandler entered into an Intergovernmental Agreement (IGA) 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 construction management services consisting of pre-construction assistance, construction administration, inspection services, utility coordination, material testing quality assurance, record drawings, and project close-out. The agreement completion time is 395 calendar days following Notice to Proceed. The estimated completion of construction is summer 2025.

Evaluation:

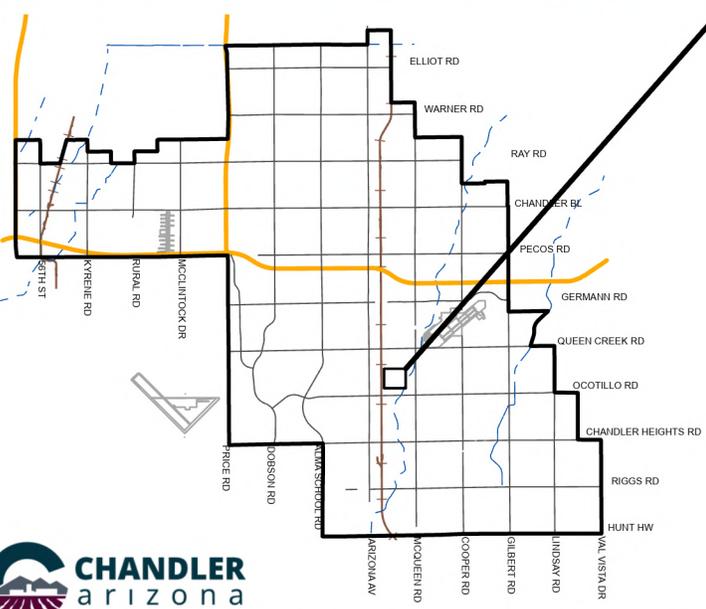
The selection process was conducted in accordance with city policy and procedure and state law. Staff recommends approval of this agreement with Entellus, Inc., based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
411.3310.6210.6ST755	General Obligation Bonds	Hamilton St (Appleby Dr – Carob Dr)	\$387,334.78	Y
417.3310.6210.6ST755	Capital Grants/CUSD	Hamilton St (Appleby Dr – Carob Dr)	\$219,460.11	y
601.3820.6714.6WA110	Water Bonds	Water System upgrades w/street proj	\$46,344.45	Y
610.3910.6813.6WW192	Reclaimed Water SDF	Effluent Reuse - Transmission Mains	\$18,228.40	Y

Attachments

Location Map
Agreement - Entellus



**PROFESSIONAL SERVICES AGREEMENT FOR
CONSTRUCTION MANAGEMENT SERVICES
WITH ENTELLUS, INC. FOR THE HAMILTON
STREET IMPROVEMENTS FROM IRIS PLACE
TO APPLEBY ROAD
PROJECT NO. ST2007.451**

MEMO NO. CP24-134

 PROJECT AREA





PROFESSIONAL SERVICES AGREEMENT

Construction Management Services

HAMILTON STREET IMPROVEMENTS FROM IRIS PLACE TO APPLEBY ROAD

Project No. ST2007.451

Council Date: May 9, 2024

This Agreement ("Agreement") is made and entered into on the ____ day of _____, 2024 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **ENTELLUS, INC.**, an Arizona corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide **Construction Management Services** for the **HAMILTON STREET IMPROVEMENTS FROM IRIS PLACE TO APPLEBY ROAD** project as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.

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

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

AGREEMENT

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

SECTION I--CONSULTANT'S SERVICES

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

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **395** calendar days after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed **\$671,367.74** for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

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

SECTION V--GENERAL CONDITIONS

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

To City:	City of Chandler - Public Works & Utilities Department Attn: CIP City Engineer: Daniel Haskins, P.E. P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3335 Email: Daniel.haskins@chandleraz.gov	
With a copy to:	City of Chandler - Public Works & Utilities Department Attn: Vivianna Barrientes, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3314 Email: Vivianna.barrientes@chandleraz.gov	
To Consultant:	LEGAL COMPANY NAME:	Entellus, Inc.
	Mailing Address:	3033 North 44 th Street, Suite 250 Phoenix, AZ 85018
	Physical Address:	3033 North 44 th Street, Suite 250 Phoenix, AZ 85018
	Statutory Agent Name:	William A Linck
	Statutory Agent Mailing Address:	3033 North 44 th Street, Suite 250 Phoenix, AZ 85018
	Statutory Agent Physical Address:	3033 North 44 th Street, Suite 250 Phoenix, AZ 85018
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Paul Young
	Title:	Project Manager
	Phone:	480-766-3789
	Email:	pyoung@entellus.com

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A - Scope of Services / Schedule

Exhibit B - Compensation and Fees

Exhibit C - Insurance Requirements

Exhibit D - Special Conditions

Exhibit E - Subconsultant Documents with Consultant (if applicable)

Exhibit F - Federal Requirements (if applicable)

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

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

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

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

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

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

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

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

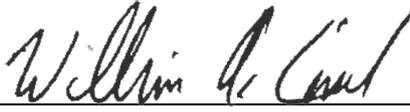
This Agreement will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

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

"CITY" CITY OF CHANDLER

**"CONSULTANT"
ENTELLUS, INC.**

MAYOR

 _____
Signature March 20, 2024
Date

RECOMMENDED BY:

William A. Linck, PE
Print Name

 _____
Daniel Haskins, P.E.
CIP City Engineer

President & CEO
Title

APPROVED AS TO FORM:

linck@entellus.com
Signer Email Address

 _____
City Attorney 

ATTEST:

City Clerk Seal

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE



EXHIBIT "A"

CONSTRUCTION MANAGEMENT SCOPE OF SERVICES

PROJECT TASKS

1. PRE-CONSTRUCTION ASSISTANCE

A. Task 1.1 Preconstruction Assistance

- i. Consultant must attend the pre-construction meeting.
- ii. Consultant must attend the pre-construction public meeting.

2. CONSTRUCTION MANAGEMENT

A. Task 2.1 Weekly Construction Meetings

- i. Consultant must conduct weekly construction meetings. Each meeting includes agenda and minutes; Request for Information (RFI); Shop Drawing; Request for Information (RFI); Field Directive (FD); Material Certification; and Allowance Logs. Consultant assumes 52 weekly meetings will be held.

B. Task 2.2 CPM Schedule

- i. Consultant must review and evaluate Contractor's initial CPM schedule and provide recommendations for acceptance.
- ii. Consultant must review Contractor's monthly CPM schedule updates submitted with each payment application, identify CPM tasks behind schedule that may affect critical path items, project substantial and final completion dates and initiate correspondence to City regarding those tasks. Consultant assumes 11 reviews of updated CPM schedule.

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

- i. Consultant must review, evaluate, and respond to Contractor Requests for Information (RFI's); and prepare and maintain a submittal log of all RFI's. Consultant assumes 35 RFI responses.

D. Task 2.4 Shop Drawing Submittals

- i. Consultant must review, evaluate, and respond to Contractor shop drawing submittals; and prepare and maintain a submittal log of all shop drawing submittals. Consultant assumes 80 reviews.

E. Task 2.5 Requests for Proposal (RFP)

- i. Consultant must prepare Requests for Proposal (RFP) documents detailing requested additional work tasks; review and evaluate Contractor RFP responses (cost derivations) with approval recommendations; and prepare and maintain a submittal log list of all RFP's. Consultant assumes 10 RFPs.

F. Task 2.6 Field Directives (FD's)

- i. Consultant must prepare Field Directive (FD) documents detailing requested additional work tasks; review and evaluate Contractor FD responses with

approval recommendations; and prepare and maintain a submittal log list of all FD's. Consultant assumes 30 FD's.

G. Task 2.7 Contractor Payment Applications

- i. Consultant must review and evaluate Contractor monthly payment applications and make recommendation for payment; maintain a weekly record of constructed pay quantities and compile monthly totals; and coordinate payment application with the City quantity report and the inspectors' daily logs. Consultant assumes 12 payment applications, with 2 reviews each.

H. Task 2.8 Public Outreach

- i. Consultant must provide public outreach services, whether by Consultant or subconsultant. Tasks will include: create and maintain project website; maintain a 24-hour bilingual project hotline to respond to inquiries, complaints and maintain a call log; public weekly email updates; public interactions with property owners as a liaison between property owners and the City; coordination meetings; project meetings; public meeting coordination; federal funds required partnering process (project team partnering meeting, maintaining status).

3. CONSTRUCTION INSPECTION

A. Task 3.1 Inspection Services

- i. Consultant must provide weekly construction inspection to verify materials and installations conform to construction documents; prepare daily inspection reports documenting Contractor construction activities and progress during field inspection visits; and perform intermittent erosion control inspections. Consultant generally assumes 1 inspector full time 5 days per week for 12 months.

B. Task 3.2 Landscape / Irrigation Inspection Services (NOT USED)

- i. Consultant must provide Irrigation system layout and installation observations; attend and observe irrigation system pressure tests; and attend a nursery visit to tag and inspect plant material. Consultant assumes 0 site visits.

C. Task 3.3 Project Closeout

- i. Consultant must compile non-conformance list prior to Substantial Completion; schedule and conduct Substantial Completion inspection; prepare Substantial Completion punch list generated from Substantial Completion inspection; track items on punch list and note completed items; and complete and distribute Substantial Completion certificates.
- ii. Consultant must schedule and conduct Final Completion inspection; and complete and distribute Final Completion certificates.
- iii. Consultant must provide all documents in an electronic version that matches the City's filing system, so it can be imported into City's files.
- iv. Consultant must participate in a meeting with City staff and Designer to review request for information log to discuss lessons learned during the course of construction.

4. UTILITY COORDINATION

A. Task 4.1 Utility Coordination

- i. Consultant must complete Acceptance of Construction (AOC) applications and submit to MCESD for reclaimed water booster pump and potable water/sewer improvements.

5. MATERIALS TESTING

A. Task 5.1 Quality Control (QC) Test Program

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

B. Task 5.2 Quality Assurance (QA) Test Program

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

6. RECORD DRAWINGS

A. Task 6.1 Record Drawings

- i. Review and monitor Contractor's weekly updates on red-line drawing set.

ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

- 1. Application fees for City reviews and permits will be paid by CITY.
- 2. The Owner's Allowance will only be utilized with prior written approval from the City representative.

EXHIBIT "B"
COMPENSATION AND FEES



EXHIBIT "B"
CONSTRUCTION MANAGEMENT
SCOPE OF SERVICES
FEE SCHEDULE

Task	Description	Cost
1 PRE-CONSTRUCTION ASSISTANCE		
1.1	Pre-Construction Assistance	\$ 5,395.44
SUBTOTAL TASK 1:		\$ 5,395.44
2 CONSTRUCTION MANAGEMENT		
2.1	Weekly Construction Meetings	\$ 43,623.42
2.2	CPM Schedule	\$ 7,720.48
2.3	Requests for Information (RFI)	\$ 10,833.74
2.4	Shop Drawing Submittals	\$ 26,323.24
2.5	Requests for Proposal (RFP)	\$ 3,042.10
2.6	Field Directive (FD)	\$ 8,758.44
2.7	Contractor Payment Applications	\$ 8,857.62
2.8	Public Outreach	\$ 19,507.28
SUBTOTAL TASK 2:		\$ 128,666.32
3 CONSTRUCTION INSPECTION		
3.1	Inspection Services	\$ 355,288.02
3.2	Landscape/Irrigation Inspection Services (NOT USED)	\$ -
3.3	Project Closeout	\$ 3,833.12
SUBTOTAL TASK 3:		\$ 359,121.14
4 UTILITY COORDINATION		
4.1	Utility Coordination	\$ 5,574.80
SUBTOTAL TASK 4:		\$ 5,574.80
5 MATERIALS TESTING		
5.1	QC Test Program	\$ 18,041.92
5.2	QA Test Program	\$ 7,533.96
SUBTOTAL TASK 5:		\$ 25,575.88
6 RECORD DRAWINGS		
6.1	Record Drawings	\$ 10,166.16
SUBTOTAL TASK 6:		\$ 10,166.16
SUBCONSULTANTS		
	MakPro	\$ 12,600.00
	SAECO	\$ 64,268.00
		\$ -
SUBTOTAL SUBCONSULTANTS:		\$ 76,868.00
ALLOWANCES		
	Owner's Allowance	\$ 60,000.00
SUBTOTAL ALLOWANCES:		\$ 60,000.00
PROJECT TOTAL:		\$ 671,367.74

Project Title: **Hamilton Street Improvements (Iris Place to Appleby Road)**
 Clients Project #: **ST2007.451**
 Client: **City of Chandler**

EXHIBIT B-2
LABOR ESTIMATE
CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES

Date: **January 31, 2024**
 Entellus Project #: **615.127**

SECTION	TASK	WORK ITEM DESCRIPTION	PRINCIPAL Bill Linck \$ 263.22	CONSTRUCTION MANAGER Paul Young \$ 214.20	PROJECT ENGINEER Brian Wilcox \$ 178.86	DESIGNER \$ 127.56	EIT Toby Starr \$ 107.68	SENIOR INSPECTOR Matt Cooper \$ 132.18	INSPECTOR \$ 104.72	ADMIN Kayla Patterson \$ 88.43	Total Hours
1	Pre-Construction Assistance										
	1.1	Pre-Construction Assistance	2	10			20	3		2	37
1	SUBTOTAL		2	10	0	0	20	3	0	2	37
2	Construction Management										
	2.1	Weekly Construction Meetings	4	78			155	52		26	315
	2.2	CPM Schedule		28			16				44
	2.3	Requests For Information (RFI's)	2	18	15		35				70
	2.4	Shop Drawing Submittals	2	40			160				202
	2.5	Requests for Proposal (RFPs)		5	5		10				20
	2.6	Field Directives (FDs)	2	15	10		30				57
	2.7	Contractor Payment Applications		12			24	24		6	66
	2.8	Public Outreach		78			26				104
2	SUBTOTAL		10	274	30	0	456	76	0	32	878
3	Construction Inspection										
	3.1	Inspection Services		131			261	2263	0		2655
	3.2	Landscape/Irrigation Inspection Services (If Applicable)		0			0				0
	3.3	Project Close-Out		4			8	16			28
3	SUBTOTAL		0	135	0	0	269	2279	0	0	2683
4	Utility Coordination										
	4.1	Utility Coordination		8	8		16			8	40
4	SUBTOTAL		0	8	8	0	16	0	0	8	40
5	Materials Testing										
	5.1	QC Test Program		26			52	52			130
	5.2	QA Test Program		12			24	18			54
5	SUBTOTAL		0	38	0	0	76	70	0	0	184
6	Record Drawings										
	6.1	Record Drawings		6	4		12	52			74
6	SUBTOTAL		0	6	4	0	12	52	0	0	74
TOTAL ESTIMATED HOURS			12	471	42	0	849	2480	0	42	3896



EXHIBIT B-1
LABOR ESTIMATE
CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES

PROJECT TITLE: Hamilton Street Improvements (Iris Place to Appleby Road)
Client's Project #: ST2007.451
Client: City of Chandler
Date: 2/19/2024
Entellus Project #: 615.127
Project Duration (Calendar Days): 365

Staff Classification	Unit	Qty	Rate	Cost
PRIME CONSULTANT				
PRINCIPAL	Hrs	12	\$ 263.22	\$ 3,158.64
CONSTRUCTION MANAGER	Hrs	471	\$ 214.20	\$ 100,888.20
PROJECT ENGINEER	Hrs	42	\$ 178.86	\$ 7,512.12
EIT	Hrs	849	\$ 107.68	\$ 91,420.32
SENIOR INSPECTOR	Hrs	2480	\$ 132.18	\$ 327,806.40
INSPECTOR	Hrs	0	\$ 104.72	\$ -
ADMIN	Hrs	42	\$ 88.43	\$ 3,714.06
Labor Total	Hrs	3896		
Subtotal				\$ 534,499.74
SUBCONSULTANTS				
MakPro	LS	1	\$ 12,600.00	\$ 12,600.00
SAECO	LS	1	\$ 64,268.00	\$ 64,268.00
Subtotal				\$ 76,868.00
ALLOWANCES				
Owner's Allowance	LS	1	\$ 60,000.00	\$ 60,000.00
Subtotal				\$ 60,000.00
Total Proposal for Construction Administration and Inspection Services			\$	671,367.74

EXHIBIT "C"

INSURANCE REQUIREMENTS

1. General.

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

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

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

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

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

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

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

3. Additional Policy Provisions Required.

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

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

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

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

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

- 3.1.5. The policies must contain a severability of interest clause and waiver of subrogation against City, its officers, officials, agents, and employees, for losses arising from Work performed by Consultant for City. (Does not apply to Professional Liability coverage.)
- 3.1.6. Consultant, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. Consultant must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3-year period containing all the Agreement insurance requirements, including naming City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
- 3.1.7. If a Certificate of Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate of Insurance as evidence of coverage, but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

3.2. *Insurance Cancellation During Term of Agreement.*

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

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

- 3.3.1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Consultant; Products and Completed operations of Consultant; and automobiles owned, leased, hired, or borrowed by Consultant.
- 3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Southwest Professional Insurance Consultants 7689 E. Paradise Lane, Suite 5 Scottsdale AZ 85260	CONTACT NAME: Southwest Professional Insurance Consultants
	PHONE (A/C, No. Ext): (480) 368-1800 FAX (A/C, No.): (480) 368-1702
E-MAIL ADDRESS	
INSURER(S) AFFORDING COVERAGE	
INSURER A: RLI Insurance Company	NAIC # 13056
INSURER B: RLI Insurance Company	NAIC # 13056
INSURER C: RLI Insurance Company	NAIC # 13056
INSURER D: Continental Casualty Company	NAIC # 20443
INSURER E:	
INSURER F:	

INSURED
 ENTELLUS INC.
 3033 N. 44th Street
 Phoenix, AZ 85018

COVERAGES **CERTIFICATE NUMBER: 18807** **REVISION NUMBER:1** **SUPERCEDES PREVIOUS REVISIONS**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF DATE (MM/DD/YY)	POLICY EXP DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	PSB0001271	11/01/23	11/01/24	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS-COMP/OP AGG \$ 2,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	PSA0001072	11/01/23	11/01/24	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X	X	PSE0001219	11/01/23	11/01/24	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							\$
							PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE-EA EMPLOYEE \$
							E.L. DISEASE-POLICY LIMIT \$
D	Professional Liability			AEH591960683	11/01/23	11/01/24	Per Claim \$ 2,000,000
							Aggregate \$ 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 See Attached Supplement

CERTIFICATE HOLDER

City of Chandler
 215 E Buffalo Street
 Chandler, AZ 85225

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Dan Hardesty Lic # 43395

Attention: Jeanne Vega

SUPPLEMENT TO CERTIFICATE OF LIABILITY INS #18807

DATE
MAR 20 2024

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Professional Liability - Claims Made - Retroactive Date 12/06/1985

City of Chandler, its officers, officials, agents, and employees are added as additional insured on a primary and non-contributory basis as required by written contract as respects to general liability only for ongoing work per form PPB 304 02 12. Waiver of Subrogation applies as respects general liability as required by written contract per form PPB 304 02 12. City of Chandler, its officers, officials, agents, and employees are added as additional insured as required by written contract as respects auto liability only for ongoing work per form PPA 300 03 13.

Project Name/Number (or any and all jobs): Project No. ST2007.451 Project Name: Hamilton Street Improvements From Iris Place to Appleby Road

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**RLIPack® FOR PROFESSIONALS
BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
 - a. In the performance of your ongoing operations;
 - b. In connection with premises owned by or rented to you; or
 - c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
 - b. This insurance does not apply to the rendering of or failure to render any "professional services".
 - c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
 - b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

b. All:

- (1) "Bodily injury" and "property damage" except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
- (2) Plus medical expenses;
- (3) Plus all "personal and advertising injury" caused by offenses committed;

is twice the Liability and Medical Expenses limit.

Subject to Paragraph a. or b. above, whichever applies, the Damage To Premises Rented To You Limit is the most we will pay for damages because of "property damage" to any one premises, while rented to you, or in the case of fire, while rented to you or temporarily occupied by you with permission of the owner.

The Limits of Insurance of **SECTION II – LIABILITY** apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. Liability And Medical Expenses General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance of **SECTION II – LIABILITY**, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR DESIGN PROFESSIONALS EXCESS LIABILITY ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. General Aggregate Limit – Per Project Or Per Location
- B. Additional Insured – Primary/Non-contributory
- C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

A. General Aggregate Limit – Per Project Or Per Location

Paragraph 2.a. of C. Limits of Liability of SECTION I – INSURING AGREEMENT is deleted and replaced by the following:

- a. The limit of liability stated in the Declarations as general aggregate is the most we will pay during each policy period for all ultimate net loss, except ultimate net loss because of:
 - (1) injury and damage included in the products-completed operations hazard or;
 - (2) any coverage included in **underlying insurance** to which no underlying aggregate applies.

The general aggregate applies separately to each of your "projects" away from premises owned by or occupied by you or to each of your locations owned by or occupied by you.

"Projects" mean an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" at the same "location" shall be considered a single "project".

For the purposes of this provision, "location" means

- (1) premises involving the same or connecting lots;
- (2) premises where connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad; or

- (3) premises where operations are performed in sections, stages or phases as a continuation of the same contract or agreement, even if the premises do not involve connecting lots.

B. Additional Insured – Primary/Non-contributory

Paragraph K. Other Insurance of SECTION IV – CONDITIONS is deleted and replaced by the following:

K. Other Insurance

If other insurance, whether collectible or not, is available to the insured covering a loss also covered by this policy, the insurance afforded by this policy shall be in excess of, and shall not contribute with, such other insurance. However, if the **underlying insurance** provides coverage to an additional insured on a primary basis, or a primary and non-contributory basis, this insurance shall be available to such additional insured on an excess basis over the underlying insurance. We will not share with other insurance which covers such additional insured as a named insured.

C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Paragraph L. Subrogation of SECTION IV – CONDITIONS is deleted and replaced by the following:

L. Subrogation

In the event of any payment under this policy, the insured must notify us of any of the insured's rights of recovery against any person or organization. We shall be subrogated to all such rights. The insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights. However we waive any rights of recovery we may have against any person or organization if the **underlying insurance** also waives such rights.

Any amount recovered through subrogation or otherwise shall be apportioned in the inverse order of payment of the claim or claims involved to the extent of actual payment thereof by all interests. The expenses of all such recoveries and proceedings in connection therewith shall be apportioned in the ratio of respective recoveries. With respect to proceedings conducted solely by us, if there is no recovery, we will bear the expense thereof. If there is a recovery, we shall be reimbursed in full from such recovery for the amount of all expenses incurred by us before apportionment of such recovery as herein provided.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Policy Number: PSA0001072
Named Insured: Entellus, Inc.

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® BUSINESS AUTO ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. Broad Form Named Insured
- B. Employees As Insureds
- C. Blanket Additional Insured
- D. Blanket Waiver Of Subrogation
- E. Employee Hired Autos
- F. Fellow Employee Coverage
- G. Auto Loan Lease Gap Coverage
- H. Glass Repair – Waiver Of Deductible
- I. Personal Effects Coverage
- J. Hired Auto Physical Damage Coverage
- K. Hired Auto Physical Damage – Loss Of Use
- L. Hired Car – Worldwide Coverage
- M. Temporary Transportation Expenses
- N. Amended Bodily Injury Definition – Mental Anguish
- O. Airbag Coverage
- P. Amended Insured Contract Definition – Railroad Easement
- Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound
- R. Notice Of And Knowledge Of Occurrence
- S. Unintentional Errors Or Omissions
- T. Towing Coverage

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS**, A. **Loss Conditions**, 5. **Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out

of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph A.1. **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph 5.b. of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. **Limit Of Insurance**, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the "loss";

- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
- c. Security deposits not returned by the lessor;
- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

H. Glass Repair – Waiver Of Deductible

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

I. Personal Effects Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

c. Personal Effects Coverage

In the event of a total theft loss of your covered "auto" we will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto";

No deductible applies to Personal Effects Coverage.

J. Hired Auto Physical Damage Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

d. Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

- (1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:
 - (a) \$60,000
 - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned auto will apply.

(5) This Coverage Extension will not apply to:

- (a) Any "auto" that is hired, rented or borrowed with a driver; or
- (b) Any "auto" that is hired, rented or borrowed from your "employee".

K. Hired Auto Physical Damage – Loss Of Use

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

e. We will pay sums which you legally must pay to the lessor of a covered "auto" which you have leased without a driver for thirty (30) days or less for the lessor's loss of use of the covered "auto", provided:

- (1) This insurance provides comprehensive, specified causes of loss or collision covered on the covered "auto";
- (2) The loss of use results from the covered "auto" being damaged in an "accident" while you are leasing it.

We will pay up to a maximum limit of \$1,500 for this covered extension.

L. Hired Car – Worldwide Coverage

The following is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions:**

f. Hired Car – Worldwide Coverage

- (1) We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" which occurs outside of the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada resulting from the maintenance, or use of any covered "auto" of the private passenger type you lease, hire, rent or borrow without a driver for thirty (30) days or less.
- (2) With respect to any claim made or "suit" instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:

- (a) You shall undertake the investigation, settlement and defense of such claims and "suits" and keep us advised of all proceedings and actions.
- (b) You will not make any settlement without our consent.
- (c) We will reimburse you:
 - (i) For the amount of damages because of liability imposed upon you by law on account of "bodily injury" or "property damage" to which this insurance applies, and
 - (ii) For all reasonable expenses incurred with our consent in connection with the investigation, settlement or defense of such claims or "suits". Reimbursement for expenses will be part of the Limit of Insurance for liability coverage shown in the Business Auto Coverage Declarations, and not in addition to such limits.
- (3) The limit of Insurance for Liability Coverage shown in the Business Auto Coverage Declarations is the most we will reimburse you for the sum of all damages imposed on you, as set forth in paragraph 2.c. above, and all expenses incurred by you arising out of any single "accident" or "loss".
- (4) You must maintain the greater of the following primary auto liability insurance limits:
 - (a) Compulsory admitted insurance with limits required to be in force to satisfy the legal requirements of the jurisdiction where the accident occurs; or
 - (b) Insurance limits required by law and issued by a government entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the "accident" occurs; or
 - (c) Auto liability insurance limits of at least \$300,000 combined single limit or \$100,000 per person/\$300,000 per accident Bodily Injury, \$100,000 Property Damage.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a "loss", we will pay only to the extent that we would have been liable had you so complied.
- (5) The insurance provided by this coverage extension is excess over any other collectible insurance available to you whether on a primary, excess contingent or any other basis.

M. Temporary Transportation Expenses

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, subparagraph a. **Transportation Expenses** is deleted and replaced by the following:

a. Transportation Expenses

- (1) We will pay up to a maximum of \$1,500 for temporary transportation expense incurred by you because of Physical Damage to a covered "auto".
- (2) We will pay only for those covered "autos" for which you carry Comprehensive, Collision or Specified Case of Loss Coverage.
- (3) We will pay only for those expenses incurred by you during the period of time that begins twenty-four (24) hours after the covered "loss" and ends at the time when the covered "auto" can be reasonably repaired or replaced.
- (4) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

N. Amended Bodily Injury Definition – Mental Anguish

The following is added to **SECTION V – DEFINITIONS, Definition C.:**

"Bodily injury" also includes mental anguish, but only when the mental anguish arises from other bodily injury, sickness or disease.

O. Airbag Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions 3.a.:**

However, this exclusion will not apply to accidental discharge of an airbag due to mechanical or electrical breakdown.

P. Amended Insured Contract Definition – Railroad Easement

SECTION V – DEFINITIONS paragraph H. "Insured contact" is modified as follows:

- 1. Paragraph H.3. is replaced by the following:
 - 3. Any easement or license agreement.
- 2. Paragraph H.6.a. is deleted.

Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound

SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions, exception paragraph a. to exclusion 4.c. and 4.d. is deleted and replaced with the following:

- a. Equipment and accessories used with such equipment, except for tapes, records, discs or other electronic media device, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from the housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "autos" electrical system, in or upon the covered "autos"; or

R. Notice Of And Knowledge Of Occurrence

SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim Suit Or Loss, subparagraph a. is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" including:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured person and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;

- (2) A partner if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

S. Unintentional Errors Or Omissions

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions; 2. Concealment Misrepresentation Or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

T. Towing Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing, is deleted and replaced by the following:

- 2. We will pay up to \$750 for towing and labor costs incurred each time a covered "auto" is disabled due to a covered cause of loss. However:
 - a. All labor must be performed at the place of disablement; and
 - b. If the covered auto is a private passenger type no deductible applies; and
 - c. If the covered auto is not of the private passenger type our obligation to pay will be reduced by a \$250 deductible per disablement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	CONTACT NAME: Marsh Affinity	
	PHONE (A/C, No, Ext): 800-743-8130	FAX (A/C, No):
	E-MAIL ADDRESS: ADPTotalSource@marsh.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: New Hampshire Insurance Co.	NAIC # 23841
	INSURER B:	
INSURED ADP TotalSource FL XVIII, Inc. 5800 Windward Parkway Alpharetta, GA 30005 L/C/F: Entellus, Inc. 3033 N 44th St Suite 250 Phoenix, AZ 85018	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 034277051 AZ	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for Entellus, Inc. paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. WAIVER OF SUBROGATION IN FAVOR OF CERTIFICATE HOLDER AS RESPECTS OF JOB PERFORMED BY Entellus, Inc. AS REQUIRED BY WRITTEN CONTRACT. Hamilton Street Improvements From Iris Place to Appleby Road - Project No. ST2007.451

CERTIFICATE HOLDER

CANCELLATION

City of Chandler 215 E Buffalo Street Chandler, AZ 85225	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ACORD 25 (2016/03)

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 07/01/2023 forms part of Policy No. WC 034277051 AZ
Issued to

ADP TotalSource FL XVIII, Inc.
5800 Windward Parkway
Alpharetta, GA 30005
L/C/F:
Entellus, Inc.

3033 N 44th St Suite 250
Phoenix, AZ 85018

By New Hampshire Insurance Co.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

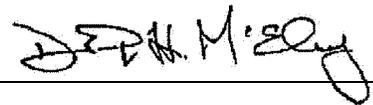
Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13

(Ed. 04/84)

Countersigned by



Authorized Representative

EXHIBIT "D"
SPECIAL CONDITIONS

Work within City's Right-of-Way. All work performed within City's Right-of-Way by Consultant and Consultant's subconsultants must comply with City of Chandler requirements.

EXHIBIT "E"
SUBCONSULTANT DOCUMENTS WITH CONSULTANT

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



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

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

July 18, 2023

Mr. Paul Young
Entellus, Inc.
3033 N. 44th Street, Suite 250
Phoenix, Arizona 85018

Dear Paul:

MakPro Services, LLC (MakPro) is pleased to provide the following proposal for public outreach services for the City of Chandler's Hamilton Street Improvements Project, Iris Place to Appleby Road (ST2007.401), which will construct a new two-lane collector street along Centre Pointe Parkway, Carob Drive, and Hamilton Street with curb, gutter, sidewalk, streetlights, landscaping, drainage improvements, and associated utility improvements. Public outreach is an important element in projects that directly impact nearby stakeholders and provides a link between the project and the community it impacts.

There are a variety of public outreach tools which can be used to establish appropriate communication with the effected stakeholders of a project. The services included in this scope and fee are based on the information you provided for an estimated 11-month construction schedule.

As part of the public outreach for this project, MakPro proposes to:

- establish a 24-hour construction hotline for inquiries and maintain a call log.
- develop a construction notification for nearby properties to inform them of the start of construction and any information related to schedule and sequencing.
- develop and distribute periodic e-update to stakeholders with project progress.
- attend weekly progress meetings to identify community impacts and better understand the construction sequencing/schedule.

The total cost for the public outreach services as identified above **should not exceed \$12,600.00**, as detailed in the proposed cost estimate which follows. This proposed cost estimate assumes an hourly labor rate of \$110 per hour and a \$300/mo fee for the project hotline.

Proposed Cost Estimate				
Activity	Est Hours	Fees	Reimb Expenses	Total
Public Outreach Services:				
Project Hotline (11 months @ \$300)		\$3,000		\$3,000
Develop, print, and distribute one construction notification and collect contact info	10 hrs	\$1,100		\$1,100
Provide periodic e-updates (approx 15) and respond to stakeholder inquiries or issues	34 hrs	\$3,740		\$3,740
Progress meetings and project administration (assumed to be "virtual" attendance) (Approx 40 weekly mtgs – 1 hr each)	40 hrs	\$4,400		\$4,400
Reimbursable Expenses (printing / postage)			\$360	\$360
Total Public Outreach Services:	84 hrs	\$12,240	\$360	\$12,600

Reimbursable expenses for this project have been estimated based on a distribution to those near the construction activities. The estimated cost is based on a 2-up half-color postcard. MakPro is not responsible for documenting existing property conditions, project signage or traffic signage, or any direct doorhanger notifications related to service disruptions. Progress or scheduled meetings have a one-hour minimum. This cost estimate is based on efficiencies across tasks, so adjustments to one activity may require adjustments to other activities. Changes of substance to this proposal during the project may affect the final cost.

Thank you for the opportunity to work with you and the City of Chandler on this project. Should you have questions or need additional information related to this proposal, please feel free to contact me at (480) 890-1927.

Sincerely,



Teresa Makinen
Principal

July 17, 2023 - Revised July 20, 2023



Entellus, Inc
3033 N. 44th Street, Suite 250
Phoenix, Arizona 85018

Phone: 480-659-4101
Fax: 480-659-5484

Attention: H. Paul Young, P.E.
Project Manager

Subject: **Proposal For Construction Engineering Services Rev. 1
Hamilton Street Improvements (ST2007)
Iris Place to Appleby Road
Chandler, Arizona
SAECO Proposal Number PC44.23.040**

Smith & Annala Engineering Co. (SAECO) is pleased to provide this proposal for construction materials testing services for the Hamilton Street Improvements Project. SAECO has developed this proposal based upon our review of the plans and specifications for this project and our experience on similar projects.

SAECO

SAECO was founded in 2011 by Michael E. Smith, P.E. and Michael S. Annala, R.G. The firm provides geotechnical engineering, construction QA/QC, and environmental services to clients across the Southwestern U.S. The firm is locally owned and operated and is headquartered in Tempe, Arizona. Currently our staff consists of over 40 engineers, geologists, engineering technicians, and special inspectors. We previously built a considerable presence in the industry as a startup during challenging economic conditions because of our commitment to our safety culture and client service. We hope to demonstrate these attributes for your company on this project.

SAECO maintains American Association of State Highway and Transportation Officials (AASHTO) Materials Reference Laboratory (AMRL) and Cement and Concrete Reference Laboratory (CCRL) accreditation. These programs require our quality system meet strict federal criteria and requires us to undergo inspections which assess our personnel and our equipment relative to the criteria established by AASHTO. The programs also require us to participate in a Proficiency Sample Program (PSP) which allows us to conduct testing and provide results that are then compared to other accredited laboratories across the United States.

The company is also committed to the certification and continued development of our employees. SAECO Construction Engineering personnel maintain certifications in a wide range of programs including Arizona Training and Technical Institute (ATTI), American Concrete Institute (ACI), International Code Council (ICC), National Institute of Certified Engineering Technicians (NICET), and the Geosynthetic Institute.

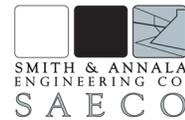
The engineering and management personnel in the Construction Engineering Department of SAECO are currently or have been involved in leadership roles within the American Society of Civil Engineers (ASCE), Arizona Rock Products Association (ARPA), and Maricopa Association of Governments (MAG) Specifications and Technical Committee. Additionally, Mr. Michael E. Smith, P.E. previously served as a faculty associate at Arizona State University in the Del E. Webb School of Construction. Our engineering and management personnel are actively involved in determining the future of the construction engineering industry.

The Construction Engineering Department of SAECO has experience on hundreds of projects performing Quality Assurance (QA) and/or Quality Control (QC) materials testing and inspection services. Our staff can provide a wide range of construction engineering services including asphalt and concrete mix designs; laboratory asphalt, soils, concrete, and aggregate evaluations; construction management and safety related services; geosynthetic materials evaluation and inspection; ICC Special Inspection; and, expert witness consulting on various construction, geotechnical, and/or construction materials issues.

Project Information

SAECO understands the project will consist of a new two-lane collector street along Centre Point Parkway, Carob Drive, and Hamilton Street with curb, gutter, and sidewalks. Elements of the project that will require construction materials testing include subgrade preparation, roadway paving, drainage improvements, and various utilities. We understand that the project will take approximately 11 months to complete. We have estimated an average of 2 trips to the site per week for materials testing. These trips will average 5 to 6 hours of on-site time per trip.

The attached proposal outlines our anticipated number of trips, hours and tests. Travel to and from the site is approximately 1 hour from our office which will be billed in accordance with the rates shown (travel time not included in the 5 to 6 hour estimate of on-site time per trip above). Additional trips, hours, and tests will be invoiced in accordance with the rates shown in this proposal.



Scope of Work and Fee Schedule

Miscellaneous Field Density Testing

SAECO will provide an Engineering Technician to perform sampling (if necessary) and testing during the placement of subgrade, utility trench backfill, and roadway aggregate base course in an attempt to evaluate the level of compaction achieved by the contractor. Field testing will include both nuclear density (ARIZ 235) and sandcone density (ARIZ 230).

Soils and aggregate requiring laboratory testing will be sampled and delivered to our AMRL accredited laboratory in Tempe, Arizona. Laboratory testing will include maximum density - optimum moisture (proctor) determinations. Additional laboratory testing will include sieve analysis and plasticity index for aggregate base course materials.

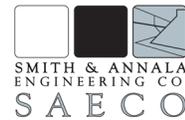
<i>Description</i>	<i>Quantity</i>	<i>Rate</i>	<i>Amount</i>
Engineering Technician, per hour	340	\$ 68.00	\$ 23,120.00
Engineering Technician - OT/Standby, per hour	20	\$ 102.00	\$ 2,040.00
Mileage (60 trips)	3000	\$ 0.80	\$ 2,400.00
Proctor (ASTM D698 or ASTM D1557)	6	\$ 125.00	\$ 750.00
Sieve Analysis (ASTM C136/C117)	6	\$ 85.00	\$ 510.00
Plasticity Index (ASTM D4318)	6	\$ 75.00	\$ 450.00
Subtotal, Miscellaneous Field Density Testing			\$ 29,270.00

Asphalt Concrete Paving

SAECO will provide an Engineering Technician to perform sampling (if necessary) and testing during the placement of asphalt concrete in an attempt to evaluate the level of compaction achieved by the contractor. Field density testing will include nuclear density (ARIZ 412b). Sampling (if necessary) will be performed in accordance with ARIZ 104 or AASHTO T-168. Laboratory testing will include gyratory bulk density or marshall density depending on the applicable mix design, maximum theoretical specific gravity (RICE density), and asphalt content and gradation.

SAECO will also perform coring of the pavement utilizing the Maricopa Association of Governments (MAG) procedure described in MAG Section 321.14. Core specimens will be properly transported to our laboratory in Tempe, Arizona for completion of in-place density testing in accordance with AASHTO T-269.

<i>Description</i>	<i>Quantity</i>	<i>Rate</i>	<i>Amount</i>
Engineering Technician, per hour	80	\$ 68.00	\$ 5,440.00
Engineering Technician - OT/Standby, per hour	40	\$ 102.00	\$ 4,080.00
Mileage (10 trips)	500	\$ 0.80	\$ 400.00
Laboratory Asphalt Density (AASHTO T-245 or T-312)	12	\$ 175.00	\$ 2,100.00
Max. Theoretical Specific Gravity (RICE, AASHTO T-209)	12	\$ 175.00	\$ 2,100.00
Asphalt Content and Gradation (AASHTO T-308)	12	\$ 175.00	\$ 2,100.00
Bulk Density of Asphalt Concrete Core	10	\$ 15.00	\$ 150.00
Subtotal, Asphalt Concrete Paving			\$ 16,370.00



Structural Concrete

SAECO will provide an Engineering Technician to perform sampling and testing during the placement of concrete. Sampling of concrete will be performed in accordance with ASTM C172. After sampling the temperature of the plastic concrete will be determined in accordance with ASTM C1064 and the slump will be determined in accordance with ASTM C143. If required by the project specifications, or client request, air content and/or yield will be determined in accordance with ASTM C138, ASTM C173, or ASTM C231.

Our Engineering Technician will fabricate a set of concrete compressive strength specimens in accordance with ASTM C31. Unless otherwise directed, our Engineering Technician will fabricate a set of 4 test specimens. One specimen will be tested at 7-days, 2 specimens will be tested at 28-days, and the fourth specimen will be utilized as a hold cylinder in the event the concrete does not make strength at 28-days or additional evaluation is necessary. SAECO will transport the specimens to our central laboratory for compressive strength testing. The specimens will be cured in accordance with ASTM C31 during both the initial and final curing. Laboratory compressive strength testing will be performed in our CCRL accredited laboratory in Tempe, Arizona. ASTM C617 (capping) or ASTM C1231 (unbonded caps) procedure will be followed.

Based upon our review of the project requirements, we have estimated the number of trips below based upon a sampling frequency of 1 set of compressive strength specimens for each concrete placement which exceeds 5 cubic yards. An additional set of compressive strength specimens will be fabricated for each additional 50 cubic yards of structural concrete placed.

<i>Description</i>	<i>Quantity</i>	<i>Rate</i>	<i>Amount</i>
Engineering Technician, per hour	20	\$ 68.00	\$ 1,360.00
Engineering Technician - OT/Standby, per hour	9	\$ 102.00	\$ 918.00
Mileage (10 trips)	500	\$ 0.80	\$ 400.00
Comp. Strength of Concrete Cylinders (Set of 4, ASTM C39)	15	\$ 100.00	\$ 1,500.00
Subtotal, Structural Concrete			<u>\$ 4,178.00</u>

Additional Items

<i>Description</i>	<i>Quantity</i>	<i>Rate</i>	<i>Amount</i>
Report Preparation & Dispatch, per hour	40	\$ 65.00	\$ 2,600.00
Project Manager, per hour	40	\$ 195.00	\$ 7,800.00
Professional Engineer, P.E., per hour	2	\$ 225.00	\$ 450.00
Daily Equipment Charge	80	\$ 45.00	\$ 3,600.00
Contingency	1	\$ -	\$ -
Subtotal, Additional Items			<u>\$ 14,450.00</u>

TOTAL ESTIMATED FEE	\$ 64,268.00
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ADDITIONAL PROVISIONS

- 1) Hourly rates shown are based upon a typical 5 day per week, 8 hour per day schedule. The overtime rate applies for work more than 8 hours per day, weekends, and holidays.
- 2) Services are billed portal to portal from our office in Tempe, Arizona.
- 3) A 4-hour minimum charge applies for all of our services.
- 4) Services will be performed with appropriate notification. Schedule requests should be made by emailing us at dispatch@saecosafe.com before 2 pm of the day prior to needing services.

Closing

We are available to start work immediately. SAECO appreciates this opportunity to provide this proposal. We have attached a Consulting Agreement which you can use to authorize us to begin work. Should you find this proposal acceptable please sign and return this proposal which includes the Consulting Agreement. We are available to discuss this proposal with you should have any questions.

Sincerely,



Michael E. Smith, P.E.
Principal

attachment: Consulting Agreement

CONSULTING AGREEMENT

Consulting Agreement Date (the "Effective Date") **July 17, 2023 - Revised July 20, 2023**

Between ("Consultant") **Smith & Annala Engineering Co. DBA SAECO**

and (Company) **Entellus, Inc**

SAECO Proposal No. **PC44.23.040**

This CONSULTING AGREEMENT (the "Agreement") is entered into between Consultant and Company each together sometimes referred to as the "Parties" and/or individually as a "Party". In consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. **Engagement.** The company hereby retains Consultant to provide the services described in the above referenced SAECO Proposal. Consultant shall devote reasonable time and his reasonable best efforts, skill, and attention to the performance of such consulting services.
2. **Term of Engagement.** This Agreement shall commence as of the Effective Date and, unless terminated as set forth in Section 8, continue through the completion of the work which should not be longer than 14 months. The term of this Agreement as in effect from time to time shall be referred to as the "Term."
3. **Compensation.** During the Term of this Agreement, as compensation for all services rendered by the Consultant, the Company shall pay fees to the Consultant in accordance with the above referenced proposal.
4. **Taxes.** Consultant shall be responsible for payment of all taxes arising out of Consultant's activities in accordance with this Agreement.
5. **Termination.** Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. Except as otherwise provided herein, in the event of termination, Consultant shall be entitled to compensation until the expiration of the stated notice period. Notwithstanding the foregoing, in the event of a violation by Consultant of any term or condition, express or implied, of this Agreement or of any federal or state law or regulation pertaining to or arising from Consultant's performance of services under this Agreement, the Company may, in its discretion, terminate this Agreement immediately, without notice and in such event, Consultant shall only be entitled to compensation up to the time of such violation.
6. **Entire Agreement and Amendment.** This Agreement embodies the entire agreement and understanding of the Parties hereto in respect of the subject matter of this Agreement, and supersedes and replaces all prior agreements, understandings and commitments with respect to such subject matter; provided, however, that this Agreement shall be subject to the terms and conditions of the Confidentiality Agreement. This agreement may be amended only by a written document signed by both Parties to this Agreement.
7. **Limitation of Liability.** The Consultant's liability for work performed under this contract shall be limited to \$50,000. Neither Company nor any third parties assume liability for damages to others which may arise solely on account of Consultant's negligent acts, errors or omissions. As part of the consideration Consultant requires for provision of the Services indicated herein, Company agrees that any claim for damages filed against Consultant by Company or any contractor or subcontractor hired directly or indirectly by Company will be filed solely against Consultant or its successors or assigns and that no individual person shall be made personally liable or liable for damages, in whole or in part.
8. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona.

Consulting Agreement (Cont.)

9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. Invoice(s). Consultant will submit an invoice to the Company upon completion of the work or on a monthly basis depending on project duration. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date.

11. Standard of Care & Notification. Services performed by Consultant under this Consulting Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No warranty express or implied is made.

Consultant agrees to notify Company when unanticipated hazardous materials or suspected hazardous materials are encountered. Company agrees to make any disclosures required by law to the appropriate governing agencies.

Consultant will be responsible for data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

IN WITNESS WHEREOF the Parties have executed this Agreement to be effective as of the Effective Date.

COMPANY:

Entellus, Inc

By: _____
Name: _____
Title: _____
Date: _____

CONSULTANT:

Smith & Annala Engineering Co. (SAECO)


Michael E. Smith, P.E.
Principal

EXHIBIT "F"
FEDERAL REQUIREMENTS

N/A



City Council Memorandum Airport Memo No. CP24-112

Date: May 06, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Ryan Reeves, Airport Manager
Daniel Haskins, Capital Projects Division Manager
From: Viviana Barrientes, Engineering Project Manager
Subject: Professional Services Agreement No. AI2209.201, with C&S Engineers, Inc.
for the Airport Operations Garage Design Services

Proposed Motion:

Move City Council award Professional Services Agreement No. AI2209.201 to C&S Engineers, Inc. for the Airport Operations Garage Design Services, in an amount not to exceed \$305,513.00.

Background/Discussion:

This contract will provide for the design and development of construction documents for the centralized Airport Operations Garage, located at the Chandler Municipal Airport. The Garage was identified in the Airport Master Plan (2021) to replace an offsite storage building at the former heliport, located west of the airport runway and hangar areas across Airport Boulevard. As directed by the Master Plan, the former heliport property will be redeveloped as part of separate process.

The facility and site design includes an approximately 4,400 square-foot building to be located on an asphalt surface parking lot directly west of the air traffic control tower. The original project entailed the new operations garage with airside operations vehicular access and shop/maintenance space. The redefined project includes re-pavement of the existing western parking lot and an aircraft observation area.

The scope of work includes geotechnical review, program confirmation, utility

coordination, cost estimating, and civil/structural/mechanical engineering services. The contract completion time is 460 calendar days following Notice to Proceed.

Evaluation:

The selection process was conducted in accordance with city policy and procedure and state law. This project is being performed under the On-Call Consultant Pre-Qualified List for Airport (Local) Services. Staff recommends approval of this agreement with C&S Engineers, Inc., based on qualifications, relevant firm experience, team experience, project understanding, and project approach.

Financial Implications:

This project is funded through the Capital Improvement Program.

Fiscal Impact

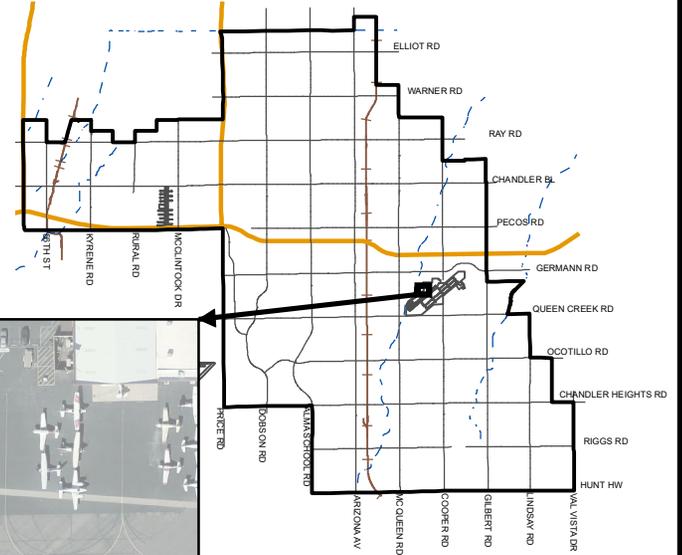
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
635.4110.5219.6A1755	Airport	West Airport Capital Fund Facilities Upgrade	\$305,513.00	Y

Attachments

Location Map
Agreement



**PROFESSIONAL SERVICES AGREEMENT
FOR DESIGN SERVICES WITH C&S
ENGINEERS, INC. FOR THE AIRPORT
OPERATIONS GARAGE PROJECT NO. AI2209.201**



MEMO NO. CP24-112

 PROJECT SITE





PROFESSIONAL SERVICES AGREEMENT

Design Services

AIRPORT OPERATIONS GARAGE

Project No. AI2209.201

Council Date: May 9, 2024

This Agreement ("Agreement") is made and entered into on the ____ day of _____, 2024 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **C&S Engineers, Inc.**, a New York corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide **Design Services** for **Airport Operations Garage** project as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.

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

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

AGREEMENT

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

SECTION I--CONSULTANT'S SERVICES

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

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **460** calendar days after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed **\$305,513** for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

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

SECTION V--GENERAL CONDITIONS

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

To City:	City of Chandler - Public Works & Utilities Department Attn: CIP City Engineer: Daniel Haskins, P.E. P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3335 Email: Daniel.haskins@chandleraz.gov	
With a copy to:	City of Chandler - Public Works & Utilities Department Attn: Vivianna Barrientes, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3314 Email: vivianna.barrientes@chandleraz.gov	
To Consultant:	LEGAL COMPANY NAME:	C&S Engineers, Inc.
	Mailing Address:	499 Col. Eileen Collins Blvd., Syracuse, NY 13212
	Physical Address:	499 Col. Eileen Collins Blvd., Syracuse, NY 13212
	Statutory Agent Name:	Registered Agents, Inc.
	Statutory Agent Mailing Address:	1846 E. Innovation Park Dr., Ste 100, Oro Valley, AZ 85755
	Statutory Agent Physical Address:	1846 E. Innovation Park Dr., Ste 100, Oro Valley, AZ 85755
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Daniel J. Marinaro, AIA NCARB
	Title:	Principal Architect
	Phone:	602-531-2549
	Email:	dmarinaro@cscos.com

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A - Scope of Services / Schedule

Exhibit B - Compensation and Fees

Exhibit C - Insurance Requirements

Exhibit D - Special Conditions

Exhibit E - Subconsultant Documents with Consultant (if applicable)

Exhibit F - Federal Requirements (if applicable)

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

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

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

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

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

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

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

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

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

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

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

"CITY" CITY OF CHANDLER

**"CONSULTANT"
C&S ENGINEERS, INC.**

MAYOR



Signature 4/15/2024
Date

RECOMMENDED BY:

Michael LaMontagne
Print Name



Daniel Haskins, P.E.
CIP City Engineer

Service Group Manager
Title

mlamontagne@cscos.com
Signer Email Address

APPROVED AS TO FORM:

City Attorney 

ATTEST:

City Clerk Seal

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

[DESIGN SERVICES SCOPE OF SERVICES]

EXHIBIT "A" Revised SCOPE OF SERVICES/SCHEDULE April 1, 2024

1. PROJECT DESCRIPTION & SCOPE OF CONSTRUCTION:

- 1.1 The C&S Team will provide services for the design, permitting and development of construction documents, for the development of a 4,405 GSF, airport operations garage, located at 2392 – 2429 S. Airport Blvd., Chandler, Arizona, all as more specifically described herein below.
- 1.2 The facility design will include the following areas: an entry area, a unisex toilet room, men's & women's locker rooms and a four vehicle storage bays. The exterior improvements will include site utilities, grading, drainage, paving, landscaping, site lighting and peripheral security fencing.
- 1.3 The C&S team will provide design services for the project including, landscaping at the SW corners of the building, civil, geotechnical, architectural, structural, mechanical, plumbing, electrical engineering services and opinion of probable construction cost estimating.
- 1.4 The C&S team will provide design services for the re-pavement of the entire existing parking lot associated with the project.
- 1.5 The C&S team will provide design services to create an aircraft observation area, to be located on the grassed area to the SE of the parking lot. The airplane observation area will consist of aviation themed seating, walking paths, information plaques, and opportunities to watch airplanes through the fenced area delineating the airfield.

2. ASSIGNMENT:

- 1) C&S Companies provided the conceptual design phase services for the city of Chandler. The C&S team for this phase will consist of the following teammates, who are working together on other current projects:
 - a. Project Management – Daniel Marinaro – C&S
 - b. Architecture – Patrick Gordon – C&S
 - c. Structural Engineering – Meyer Borgman Johnson (MBJ)
 - d. Electrical Engineering - Barton Peters – C&S
 - e. Mechanical, Plumbing Engineering – CM Associates Engineers
 - f. Civil Engineering, boundary, and topographic surveys – Entellus

- g. Opinion of probable construction cost estimates – AR Mays

3. PROJECT SCHEDULE:

- 3.1 The C&S team will perform the services within the times set forth in the Production Schedule included herein and made a part hereof by reference.
- 3.2 The C&S team will adhere to the Production Schedule prepared by the C&S team, included herein. The C&S team will revise and submit for review an updated schedule whenever it is demonstrated that the time for completion of the Project Design or of any of the partial completion points listed in the schedule is delayed by two weeks or more. Such adjusted schedule will include a written explanation stating the reasons for the change and a plan for getting back on schedule. The C&S team will take all reasonable actions necessary to get the project back on schedule and City will cooperate to assist the C&S team in doing so.
- 3.3 Meetings:
 - a. City of Chandler 1-hour meetings will occur at the following milestones:
 - i. Project Kickoff meeting including 15% design confirmation with elimination of wash bay and mechanical room and equipment storage.
 - ii. 60% review comments.
 - iii. 90% review comments.
 - iv. 100% review comments.
 - b. C&S design team .25-hour coordination meetings – bi-weekly for 12 weeks and after 12 weeks, .25-hour bi-monthly.

4. QUALITY CONTROL:

- 4.1 The C&S team will institute and comply with a Quality Control Plan established for the project. The Quality Control Plan will consist of the Project Management Plan (PMP) including:
 - a. Roles & Responsibilities Matrix
 - b. Project Communication Plan
 - c. Resolution Comment Matrix
 - d. Project Risk Analysis
 - e. Schedule of Meetings
 - f. Quality Assurance and Control review Schedule

5. PRELIMINARY RESEARCH:

- 5.1 For the operations facility, much of the preliminary research was performed in the conceptual design phase. The C&S team will:

- a. Confirm the document search conducted in the conceptual design phase for existing utility locations and attempt to obtain as-built drawings and utility records.
 - b. Perform a Document search for rights-of-way.
 - c. Perform a Document search for survey ties and benchmarks.
 - d. Confirm city policies, regulations, standards, design manuals, and requirements, etc. relevant to project.
 - e. Research and/or obtain geotechnical reports and investigations, computer model data and field surveys.
- 5.2 Investigate existing conditions, make measured drawings, and verify accuracy of drawings or other information furnished by City.
- 5.3 The C&S team will provide a survey of the project area that includes topographical and property data of the immediate site. Design will utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans and define the benchmark location and elevation that will be utilized for construction of this facility.

6 UTILITY/AGENCY COORDINATION:

- 6.1 Coordination with utility companies and agencies will be conducted in accordance with the latest version of the "Public Improvement Project Guide" (PIPG).
<https://www.chandleraz.gov/government/departments/development-services/telecommunications-and-utility-franchise/utility-coordination>
- 6.2 The C&S team will identify utility conflicts during the initial stages of the design process.
- 6.3 The C&S team will coordinate the design and installation of the utilities, which includes services for electric, communications, water, storm drainage, irrigation, and sanitary systems.

7 GEOTECHNICAL INVESTIGATION:

- 7.1 Review of the geotechnical report performed in the conceptual design phase.

8 PROGRAM CONFIRMATION

- 8.1 C&S Companies performed programming services in Phase 1 – Conceptual Design and issued the results in the Final Report. Job # AI2102.101 C&S will lead a programming confirmation meeting prior to the start of the Schematic Design Phase.

9 SCHEMATIC DESIGN (15% Document Review):

- 9.1 Based on the approved conceptual design report, including value engineering changes made at the end of the report, and written authorization to proceed from the city of Chandler, the C&S team will begin schematic design.

10 DESIGN DEVELOPMENT (60% Document Review):

- 10.1 C&S Companies will revise, and re-issue CAD Base Files listed in 9.1 above.
- 10.2 C&S Companies will advise and coordinate the preliminary designs for the Mechanical, Electrical & Plumbing systems, including collaboration with City to confirm requirements for building systems.
- 10.3 Based on the approved Schematic Design Documents and any adjustments authorized by City in the program, schedule or construction budget, the C&S team will prepare, for approval by City, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the project as to architectural, structural, mechanical, and electrical systems, materials and such other elements as may be appropriate. When the design is approximately sixty percent (60%) complete. The C&S team will perform the following:
 - a. Development of the site plan. Design will utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans.
 - b. Prepare plans, elevations, sections, schedules, and notes as required to communicate the design intent and describe the project as to civil, architectural, structural, mechanical, electrical, and plumbing.
 - c. Perform code reviews and implement requirements into the design documents.
 - d. Create an outline specification.
- 10.4 Coordinate 60% Cost Estimate:
 - a. Value Engineer the design cooperatively with the entire design team and City's representatives. This effort will occur as early as effectively possible and consist of a focused meeting addressing relationships of components, construction materials, and building systems.
 - b. Prepare an opinion of probable construction cost estimate for verification with the budget. Adjust design as necessary to maintain alignment with the previously approved construction budget.
 - c. Submit electronically to City's Project Manager a complete drawing set for the City's review, comment, and approval to advance to the construction document phase.
- 10.5 Civil Plan – 1st Submission
- 10.6 60% Review / Meeting:
 - a. The C&S team will review and complete the City's Constructability Review Checklist. All applicable checklist items will be incorporated in the design documents.
 - b. Submit electronically to City's Project Manager a complete drawing set, outline specifications, & preliminary drainage. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.

- c. Schedule review meeting with plan check staff to discuss plan review comments. Clarify with the plan check staff what the design challenges are and decide the method in which they will be resolved.

11 CONSTRUCTION DOCUMENTS (90% & 100% Document Review):

- 11.1 Based on the approved design development (60% submittal) including written authorization to proceed from the city of Chandler, the C&S team will begin construction documents. C&S Companies will revise, and re-issue CAD Base Files listed in 9.1 above to incorporate any necessary modifications discovered in the Design Development Phase.
- 11.2 C&S Companies will coordinate the final designs for the Mechanical, Electrical & Plumbing systems, incorporating any necessary revisions from the Design Development Phase.
- 11.3 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by City, the C&S team will prepare, for approval by City, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. When the design is approximately percent (90%) complete the C&S team will do the following:
 - a. Prepare plans, elevations, sections, schedules, notes, and draft technical specifications as required to be able to bid and construct the project in its entirety.
 - b. Add the cover sheet to the drawing set provided by the City electronically.
 - c. Provide City of Chandler with a copy of the Revit files. Each building system will be "linked" to be able to isolate trades or engineering from architectural components or vice versa.
 - d. Provide document coordination of work performed by separate contractors or by City's own forces.
- 11.4 Coordinate 90% Cost Estimate:
 - a. Prepare a probable cost of construction cost estimate for verification with the budget. Adjust design as necessary to maintain alignment with the previously approved construction budget.
 - b. Prepare bid alternates as necessary.
- 11.5 Civil Plan – 2nd Submission
- 11.6 90% Review Meeting:
 - a. Conduct a full document set (plans & Specs) review, in collaboration with the C&S teams and City's representatives.
- 11.7 Final Coordination of C&S team drawings including Civil, Structural, Mechanical, Electrical & Plumbing.

- 11.8 Prepare 100% drawings, final specifications, structural calculations & drainage report stamped & signed.
- 11.9 100% Deliverables, Plan Review & Permit
 - a. Submit 100% stamped & signed documents to Development Services for building permit. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.
 - b. Submit electronically to City's Project Manager a complete drawing set, final specifications, structural calculations & drainage report. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.
 - c. Pick-up plan review final comments and prepare stamped digital documents. City will have the bid sets reproduced from digital documents submitted through the City website.
- 11.10 Coordinate 100% Cost Estimate:
 - a. Prepare a probable cost of construction cost estimate for verification with the budget. Adjust design as necessary to maintain alignment with the previously approved construction budget.

12 CONTRACTOR COORDINATION / BID & AWARD:

- 12.1 Coordinate & Issue Bid Documents
 - a. Assist City in the preparation of the Bid Form.
 - b. Attend and participate at the pre-bid conference for the purpose of answering technical questions from potential bidders.
- 12.2 Prepare addenda for review and approval by City. City will distribute.
 - a. If base bids are 10% over or under the "cost estimate", The C&S team will provide a detailed evaluation identifying differences.

13 ADDITIONAL PARKING LOT PAVING

- 13.1 Incorporate the additional portion of the existing parking lot to be included in the grading, drainage and pavement specifications and details.
- 13.2 Provide electrical design for additional lighting in the parking lot.

14 AIRPLANE OBSERVATION AREA

The C&S design team will provide design services to create an aircraft observation area, to be located on the grassed area to the SE of the parking lot. The airplane observation area will consist of aviation themed seating, walking paths, information plaques, and opportunities to watch airplanes through the fenced area delineating the airfield.

14.1 Research:

- a. Visit Falcon Field and Deer Valley airports to observe and photograph their observation areas.
- b. Study other airports across the country to see what has been done elsewhere, what has been successful and what has not.
- c. Research aviation themed outdoor furniture and up-cycled ideas for shading, tables, benches, and other objects that can be used to create small displays to be scattered throughout the area.

14.2 Schematic Design Concepts (To be completed parallel with the 15% building schedule):

- a. Prepare an over-all site plan incorporating the full boundaries of the airplane observation area. Prepare three (3) concept plans sketches including sketch vignettes capturing the character of the space.
- b. Collect product data, photographs and imagery of outdoor furniture and other elements to be incorporated.
- c. Hold a one-hour design charette (virtual or in person) with the Chandler team and stakeholders to discuss the ideas, collaborate and document preferences and selections for further advancement.
- d. Create a final conceptual solution, including a colored site plan with concept level details, product, and material information, to be used in an order of magnitude probable cost of construction cost estimate to be presented with the final design concept, for approval.

14.3 60% Complete Package - Bidding:

- a. Following the approved 15% design and cost approval, the remainder of this component of the project will follow the 60% process beginning with task 10.1 and will be incorporated into the schedule and remaining tasks as described above.

15 OWNERS ALLOWANCE:

- 15.1 The owner's allowance is included to be applied towards out of scope or other items, as authorized by the City of Chandler. For any out-of-scope work, the C&S design team will submit an Allowance Usage Authorization email to the City of Chandler project manager for approval.

16 SUB-CONSULTANTS TO THE C&S TEAM SERVICES:

16.1 Civil Engineering & Survey:

- a. New easements required for utilities will be identified early in the design stage of the project and necessary information provided to City's Real Estate Department to allow City to complete acquisition during the design phase.

- b. The C&S team will provide legal descriptions for the natural gas and electrical service easements, if required.
- c. The C&S team will submit preliminary plans, specifications, and design calculations to utilities/agencies for review and use during their design for their service improvements or any necessary relocations.
- d. The C&S team will conduct utility meetings to coordinate relocations with utility/agency and establish relocation schedules, if required.
- e. The C&S team will follow-up with the final design submittal for utility construction and coordination with the bid documents.
- f. The C&S team will incorporate the utility/agency construction requirements into the bid documents, when required.
- g. Drainage Report – FF, flood zone
 - i. Floodplain Permit
 - ii. Elevation Certificate

16.2 Structural Engineering:

- a. Review geotechnical report and design foundations & anchors as appropriate to support the structure above.
- b. Assist in the selection of the PEMB structural system. Coordinate & collaborate with the PEMB vendor selected for input of structural system into digital design software.
- c. Provide construction documents at the following stages, 60%, 90%, 100% for review and collaboration with cost estimating team.
- d. Provide structural calculations suitable for obtaining a building permit & securing bid.
- e. Respond to RFIs during the bidding process.
- f. Provide technical specifications for Divisions 3 through 5 & structural portions of Division 31.
- g. Participate in coordination meetings during each design phase.
- h. Provide a list of required special inspections.
- i. Review structural submittals and shop drawings.

16.3 Mechanical & Plumbing Engineering:

- a. Venting & exhaust systems for storage bays, mechanical rooms & bathrooms.
- b. Split system heat pump with fan coil unit.
- c. Plumbing utilities (waste & water) design.
- d. Oil / water separator and sediment trap for storage bay drainage.
- e. Mechanical energy code compliance certificate.

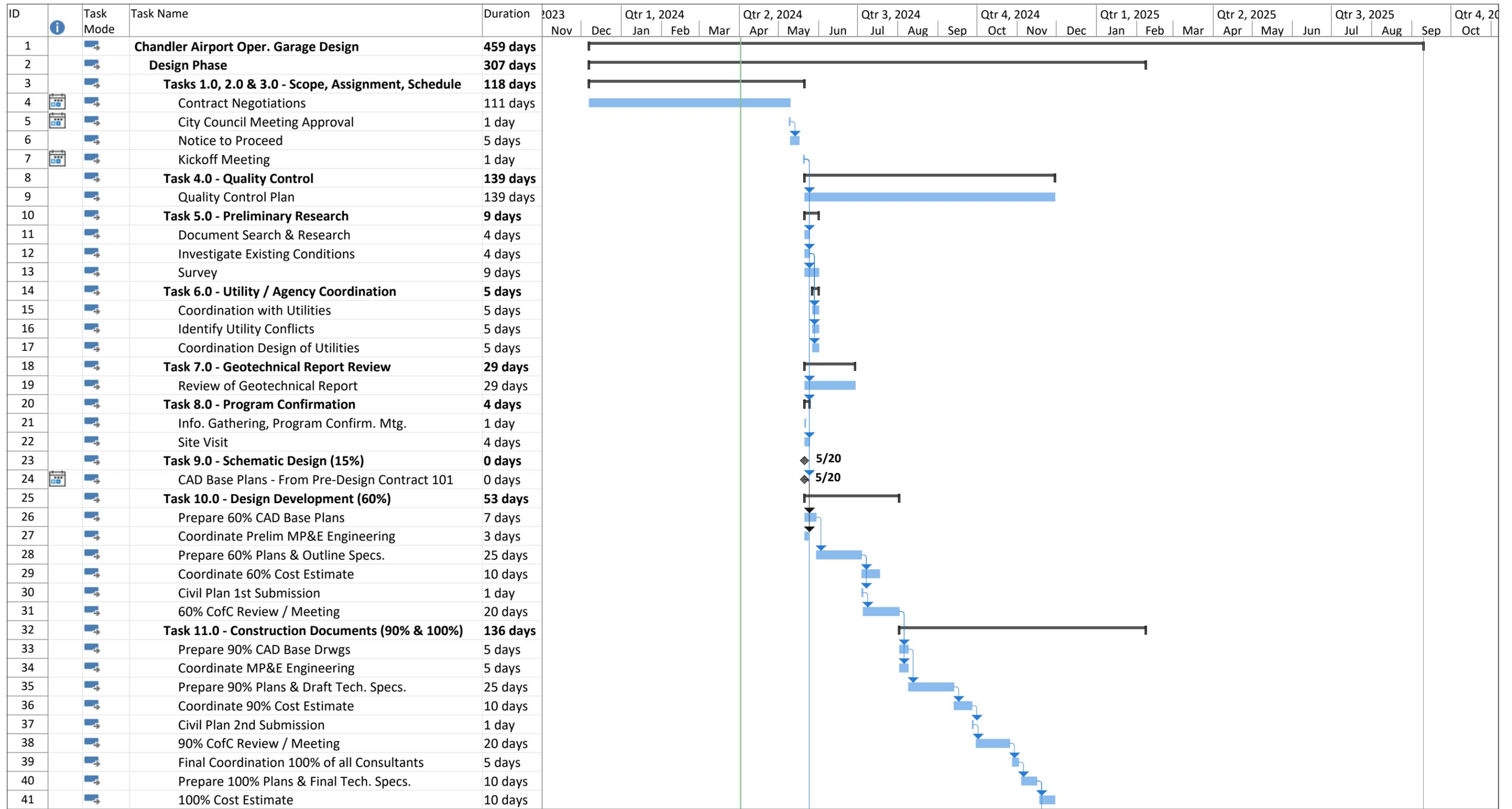
- f. Participate in design coordination meetings throughout the design phases.
- g. Issue drawing sets at the following intervals: 60%, 90% & 100%.

16.4 Cost Estimating Services:

- a. 60% Cost Estimate: Design Development construction budget. Record & track design changes. Update design & construction duration schedule. Participate in value engineering meetings & provide alternatives for cost efficiency.
- b. 90% Cost Estimate: Construction Documents budget. Record & track design changes. Update design & construction duration schedule adding long lead time procurement activities. Provide value engineering alternatives for cost efficiency. Review plans & specifications for accuracy.
- c. 100% Cost Estimate: Construction Documents final budget. Update construction schedule. Provide constructability comments.
- d. Inclusion of the airplane observation area into all cost estimates.

17 PERIOD OF SERVICE (MILESTONES):

- 17.1 Following receipt of a "Notice to Proceed" with the design work, The C&S team will complete the design and have all documents ready for bidding within 241 calendar days of the date indicated on the Notice to Proceed.
- 17.2 The C&S team will complete all services specified herein in accordance with the Production Schedule and progress milestones included in Exhibit A attached herein. In the event delays are experienced beyond the control of The C&S team, the completion date may be extended as mutually agreed upon by City and The C&S team.



Project: msproj11 Date: Tue 4/2/24	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
	Split		External Tasks		Inactive Summary		Manual Summary		Progress	
	Milestone		External Milestone		Manual Task		Start-only		Manual Progress	
	Summary		Inactive Task		Duration-only		Finish-only			

ID	Task Mode	Task Name	Duration	2023		Qtr 1, 2024			Qtr 2, 2024			Qtr 3, 2024			Qtr 4, 2024			Qtr 1, 2025			Qtr 2, 2025			Qtr 3, 2025			Qtr 4, 2025
				Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
42		100% Deliverables, Plan Review & Permit	20 days																								
43		1st Building Permit Review Revisions, Comments/Re	20 days																								
44		City's Building Permit Review - 2nd Review	20 days																								
45		Bidding	31 days																								
46		Task 12.0 - Contractor Coordination / Bidding	31 days																								
47		Coordinate & Issue Bid Documents	20 days																								
48		Bidding RFIs / Substitution Requests	30 days																								
49		Bid Opening	1 day																								
50		Task 13.0 - Additional Parking Lot Paving	149 days																								
51		Coordination over course of project	149 days																								
52		Electrical design for new lighting - parking lot	147 days																								
53		Task 14.0 - Airplane Observation Area	149 days																								
54		Research	10 days																								
55		Schematic Design	10 days																								
56		60% to Bidding	139 days																								
57		Construction	397 days																								
58		Construction Contract Award	120 days																								
59		Construction Start	1 day																								
60			7 days																								

Project: msproj11 Date: Tue 4/2/24	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
	Split		External Tasks		Inactive Summary		Manual Summary		Progress	
	Milestone		External Milestone		Manual Task		Start-only		Manual Progress	
	Summary		Inactive Task		Duration-only		Finish-only			

EXHIBIT "B"
COMPENSATION AND FEES

EXHIBIT "B-1"
Lump Sum Cost Per Task

TASK DESCRIPTION		SUBTOTAL
Task 1.0 Project Description & Scope of Construction		
Task 2.0 Assignment		
Task 3.0 Project Schedule		\$ 16,850.00
3.1	Production Schedule	\$ 16,850.00
Task 4.0 Quality Control		\$ 13,220.00
4.1	Quality Control Plan	\$ 13,220.00
Task 5.0 Preliminary Research		\$ 900.00
5.1	Perform Document Search and Research	\$ -
5.2	Investigate Existing Conditions	\$ 900.00
5.3	Survey	\$ -
Task 6.0 Utility/Agency Coordination		\$ 675.00
6.1	Coordination with Utilities (PIPG)	\$ -
6.2	Identify Utility Conflicts	\$ 225.00
6.3	Coordination Design of Utilities	\$ 450.00
Task 7.0 Geotechnical Report Review		\$ 225.00
7.1	Review of Geotechnical Report	\$ 225.00
Task 8.0 Program Confirmation		\$ 5,840.00
8.1	Info. Gathering & Programming Confirmation, Site Visit	\$ 5,840.00
Task 9.0 Schematic Design (15%)		\$ -
9.1	CAD Base Plans - From Pre-Design Contract 101	\$ -
Task 10.0 Design Development (60%)		\$ 43,530.00
10.1	Prepare 60% CAD Base Plans	\$ 3,820.00
10.2	Coordinate Preliminary MP&E Engineering	\$ 5,720.00
10.3	Prepare 60% Plans & Outline Specs	\$ 28,530.00
10.4	Coordinate 60% Cost Estimate	\$ 2,640.00
10.5	Civil Plan 1st Submission	\$ -
10.6	60% CoFC Review/Meeting	\$ 2,820.00
Task 11.0 Construction Documents (90% & 100%)		\$ 47,910.00
11.1	Prepare 90% CAD Base Drawings	\$ 4,070.00
11.2	Coordinate MP&E Engineering	\$ 6,040.00
11.3	Prepare 90% Plans & Draft Tech Specs	\$ 19,800.00
11.4	Coordinate 90% Cost Estimate	\$ 2,700.00
11.5	Civil Plan 2nd Submission	\$ -
11.6	90% CoFC Review/Meeting	\$ 3,060.00
11.7	Final Coordination 100% of all Consultants	\$ 1,220.00
11.8	Prepare 100% Plans & Final Tech Specs	\$ 6,100.00
11.9	100% Deliverables, Plan Review & Permit	\$ 3,760.00
11.10	100% Cost Estimate	\$ 1,160.00
Task 12.0 Contractor Coordination / Bid & Award		\$ 2,610.00
12.1	Coordinate & Issue Bid Documents	\$ 1,350.00
12.3	Issue Addenda as required	\$ 1,260.00
Task 13.0 Additional Parking Lot Paving		\$ 8,140.00
13.1	Coordination over course of project	\$ 5,680.00
13.2	Electrical design for additional lighting in parking lot	\$ 2,460.00
Task 14.0 Airplane Observation Area		\$ 37,300.00
14.1	Research	\$ 13,200.00
14.2	Schematic Design	\$ 13,200.00
14.3	60% to Bidding	\$ 10,900.00
ALLOWANCES		\$ 23,643.00
15.1	Owner's Allowance	\$ 23,643.00
SUB-CONSULTANTS		\$ 104,670.00
15.1	Civil Engineering & Survey	\$ 44,070.00
15.2	Structural Engineering	\$ 20,820.00
15.3	Mechanical & Plumbing Engineering	\$ 14,000.00
15.4	Cost Estimating Services	\$ 19,400.00
15.5	Civil Engineering for Additional Parking Lot	\$ 860.00
15.6	Civil Engineering for Airplane Observation Area	\$ 1,720.00
15.7	Cost Estimating Services for Parking lot and Observation Area	\$ 3,800.00
TOTAL COST:		\$ 305,513.00

EXHIBIT "B-2"
Hours and Rates

TASK DESCRIPTION	Arch. Principal	Arch. PM	Senior Architect	Senior Arch. Designer	Arch. Designer	Project Acct.	Elec. Principal	Senior Elec. Engineer	Senior Elec. Designer	Admin	< PROJECT ROLE
	Mike L	Dan M	Patrick G	Gabrielle E	Mykala S	Justina P	Doug O	Bart P	Dan B	Sarah W	
	\$ 280.00	\$ 260.00	\$ 225.00	\$ 160.00	\$ 140.00	\$ 120.00	\$ 290.00	\$ 245.00	\$ 125.00	\$ 98.00	< HOURLY
Task 1.0 Project Description & Scope of Construction											TOTAL HOURS PER TASK
Task 2.0 Assignment											
Task 3.0 Project Schedule	1	40	10	0	0	0	0	0	0	40	91
3.1 Production Schedule	1	40	10							40	
Task 4.0 Quality Control	0	40	4	0	0	16	0	0	0	0	60
4.1 Project Management Plan		40	4			16					
Task 5.0 Preliminary Research	0	0	4	0	0	0	0	0	0	0	4
5.1 Perform Document Search and Research											
5.2 Investigate Existing Conditions			4								
5.3 Survey											
Task 6.0 Utility/Agency Coordination	0	0	3	0	0	0	0	0	0	0	3
6.1 Coordination with Utilities (PIPG)											
6.2 Identify Utility Conflicts			1								
6.3 Coordination Design of Utilities			2								
Task 7.0 Geotechnical Report Review	0	0	1	0	0	0	0	0	0	0	1
7.1 Review of Geotechnical Report			1								
Task 8.0 Program Confirmation	0	8	8	0	0	0	0	8	0	0	24
8.1 Info. Gathering & Program Confirmation		8	8					8			
Task 9.0 Schematic Design (15%)	0	0	0	0	0	0	0	0	0	0	0
9.1 CAD Base Plans - From Pre-Design Contract 101											
Task 10.0 Design Development (60%)	2	6	92	94	0	0	0	16	14	0	224
10.1 Prepare 60% CAD Base Plans			8	8				2	2		
10.2 Coordinate Preliminary MP&E Engineering			24	2							
10.3 Prepare 60% Plans & Outline Specs			48	80				14	12		
10.4 Coordinate 60% Cost Estimate		2	8	2							
10.5 Civil Plan 1st Submission											
10.6 60% CoC Review/Meeting	2	4	4	2							
Task 11.0 Construction Documents (90% & 100%)	1	10	92	96	0	0	2	22	24	0	247
11.1 Prepare 90% CAD Base Drwgs			8	8				2	4		
11.2 Coordinate MP&E Engineering			24	4							
11.3 Prepare 90% Plans & Draft Tech Specs		1	24	56				14	14		
11.4 Coordinate 90% Cost Estimate		1	8	4							
11.5 Civil Plan 2nd Submission											
11.6 90% CoC Review/Meeting		2	4	2			2	2	2		
11.7 Final Coordination 100% MP&E Engineering			4	2							
11.8 Prepare 100% Plans & Final Tech Specs		1	8	16				4	4		
11.9 100% Deliverables, Plan Review & Permit	1	4	8	4							
11.1 100% Cost Estimate		1	4								
Task 12.0 Contractor Coordination / Bidding	0	1	4	6	0	0	0	2	0	0	13
12.1 Coordinate & Issue Bid Documents		1	2	4							
12.3 Issue Addenda as required			2	2				2			
Task 13.0 Additional Parking Lot Paving	0	8	16	0	0	0	0	8	4	0	36
13.1 Coordination over course of project		8	16								
13.2 Electrical design for additional lighting in parking lot								8	4		
Task 14.0 Airplane Observation Area	0	72	48	24	0	0	0	12	8	0	164
14.1 Research		32	16	8							
14.2 Schematic Design		32	16	8							
14.3 60% to Bidding		8	16	8				12	8		

EXHIBIT "C"
INSURANCE REQUIREMENTS

1. General.

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

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

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

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

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

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

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

3. Additional Policy Provisions Required.

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

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

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

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

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

- 3.1.5. The policies must contain a severability of interest clause and waiver of subrogation against City, its officers, officials, agents, and employees, for losses arising from Work performed by Consultant for City. (Does not apply to Professional Liability coverage.)
- 3.1.6. Consultant, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. Consultant must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3-year period containing all the Agreement insurance requirements, including naming City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
- 3.1.7. If a Certificate of Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate of Insurance as evidence of coverage, but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

3.2. *Insurance Cancellation During Term of Agreement.*

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

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

- 3.3.1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Consultant; Products and Completed operations of Consultant; and automobiles owned, leased, hired, or borrowed by Consultant.
- 3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT "D"
SPECIAL CONDITIONS

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

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

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

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

Work within City's Right-of-Way. All work performed within City's Right-of-Way by Consultant and Consultant's subconsultants must comply with City of Chandler requirements.

EXHIBIT "E"
SUBCONSULTANT DOCUMENTS WITH CONSULTANT

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



CITY OF CHANDLER

AIRPORT OPERATIONS GARAGE

Conceptual Design Report

March 13, 2024



A.R. MAYS
CONSTRUCTION

COMPANY PROFILE

With its headquarters in Arizona and office in California, A.R. Mays Construction is a construction company specializing in managing commercial projects throughout the Southwest and for Native American communities. With a passion for efficient operations and effective process, combined with our commitment to comprehensive personnel training, we consistently provide construction services that exceed our customer's expectations. Doing what we say we are going to do, taking responsibility for our actions, and contributing to our customer's success has distinguished us a premier building contractor for over 37 years.

ADAPTABLE. DRIVEN. PARTNER.

A team of passionate, hard-working problem solvers, A.R. Mays Construction builds strong relationships by providing individualized solutions that drive client success. Armed with robust knowledge on a range of industries – as well as a 37-year history throughout the Southwest – we pride ourselves on our longevity and the ability to effectively adapt to each project and each client's unique needs.

OUR CORE VALUES

We never put our name on something unless we're committed to it. Once we begin a project, our full attention is focused on its completion and ultimate success.



Integrity



Responsibility



Contribution

MARKET DIVERSITY

- Automotive
- Clubhouse
- Convenience Stores
- Education
- Entertainment
- Financial
- Fuel Stations
- Grocery Stores
- Hospitality
- Industrial
- Office/Medical Office
- Multifamily
- Native American
- Parks & Recreation
- Restaurant
- Retail
- Site & Infrastructure
- Sports & Fitness
- Storage
- Travel Centers



SCOPE OF SERVICES

PRE-DESIGN - PROGRAMMING

- Prepare overall conceptual design construction budgets for scope as outlined at the time of pricing, including the following in the overall budget:
 - Itemized list of components by CSI division, separate break out for exterior, site, and civil items as well as estimated construction costs for proposed improvements, contractor contingency and owners contingency.
- Evaluate layouts for function and construction logistics issues
- Prepare "Master" Construction Schedule to include the following durations and milestones:
 - Implementation of design progression phases as provided by C&S Companies
 - Design progression construction cost estimate dates
 - Plan review and building permit
 - Construction durations and milestones
 - FFE Installation

SCHEMATIC DESIGN PHASE

- Record and track design changes from initial phase as it pertains to budget
- Update design and construction duration schedule
- Propose value engineering alternatives of most cost efficient methods and materials throughout design effort and immediately following each formal budget estimate
- Provide cost estimates including but not limited to the following: hard costs, allowances, temp facility, and contingency as discussed and in collaboration with the C&S Companies team.
- Utility provider coordination – assuming utility revision scope to be provided by C&S Companies during this phase.
- Confirm and identify long lead material time frames

CONSTRUCTION DOCUMENT PHASE

- Update a design and construction duration schedule
- Provide constructability comments
- Update construction budget(s)

FEE PROPOSAL

PHASE	COST
Project Schedule	\$2,800
Prepare SD & ROM Cost Estimate CofC Review/Meeting/Site Visit	\$4,900
Additional Parking/Paving	\$1,000
Airplane Observation Area	\$2,800
Coordinate CD Cost Estimate 90% CofC Review/Meeting/Site Visit	\$5,700
Final Coordination - 100% Deliverable	\$6,000
TOTAL	\$23,200

In addition to the proposed costs above, A.R. Mays Construction will be available to attend site visits, phone calls, and meetings at an hourly rate of \$100/hr and will be billed monthly at a T&M rate, plus the cost of reimbursables.



A.R. MAYS

CONSTRUCTION

A.R. Mays Construction

6900 E. Indian School Road, Suite 200
Scottsdale, Arizona 85251

p. 480.850.6900
f. 480.850.6951

www.armays.com



CM ASSOCIATES ENGINEERS

MECHANICAL ■ ELECTRICAL ■ FIRE PROTECTION

February 2, 2024

C&S Companies
2575 E. Camelback Rd. Suite 740
Phoenix, AZ 85016
pgordon@cscos.com

Attention: Patrick Gordon

Regarding: Chandler Airport Operations Garage
23077 **Revision 1**

Dear Patrick,

Thank you for the opportunity to propose on this project. CM Associates Engineers, PLLC (CM) is pleased to provide a fee for the Mechanical, Plumbing, and Fire Protection design services. The lump sum fee will be **\$14,000 (fourteen thousand dollars)**.

C&S Companies prepared the Chandler Airport Operations Facility Concept Design Summary which included programming and conceptual design for a new Airport Operations Garage located at 2380 S. Stinson Way in Chandler, AZ. The facility and site design include an approximately 4,404 square foot building to be located on an existing surface parking lot directly west of the existing air traffic control tower. The building will include airside Airport operations vehicular access, restrooms, locker rooms and showers, storage, employee parking, and reconfiguration of fencing to accommodate the new building.

The fee includes the following design services:

- Exhaust fans and make-up air intake louvers for the storage bays. There will be no heating or cooling for these rooms.
- Split system heat pump with horizontal fan coil unit and full air distribution to serve the locker rooms and restrooms
- General exhaust for restrooms
- Plumbing utilities (waste and water) to five feet outside the building including coordination with civil construction documents for connection to site utilities
- Plumbing, water heating, and fixture specifications for restrooms, showers, electric water cooler, and floor drains in the restrooms
- Oil and water separator for storage bay drainage
- Performance specification for a contractor-designed fire sprinkler system
- IECC Mechanical Compliance Certificate
- Design review meetings with ownership, design, and pre-construction teams
- Design-phase deliverables include the following:
 - Schematic Design Package – Civil Site Plan Review – 4 week review duration
 - Construction Documents Package – Encroachment Permit, Building Permit
 - Construction Documents Package – Bid Set – including City Review Comments/Revisions

Scope of Work Assumptions:

- Construction Administration (CA) services are not included in this fee.
- Construction budgeting will be provided by a third-party estimator or pre-construction team.
- Commissioning services are not included in this scope of work. The proposed scope of work is less than 40 tons of air conditioning, so commissioning is not required per the 2018 International Energy Conservation Code (IECC) Section C408.2.
- IECC Building Envelope Compliance Certificates will be provided by others
- Special inspections can be provided under an additional services proposal.
- Water harvesting, solar domestic hot water, or sewage ejection system designs can be provided under an additional services proposal.
- Construction Documents will be submitted for plan review and permitting by others.
- The cost of the plan review and permit will be paid by others.
- Utility connection fees associated to the building construction will be paid by others.
- This project will include book specifications in CSI format.
- The design will be documented in Autodesk Revit format.

Plotting, printing, scanning, reproduction, delivery, and shipping charges for hard copy submittals will be billed at cost plus 10% as a reimbursable expense.

If the client agrees that additional services are needed for work beyond the scope described above, additional services will be billed at the following rates only after receiving approval from the client to proceed on an hourly basis:

Principal	\$180.00/hr	Designer II	\$110.00/hr
Engineer (PE)	\$170.00/hr	Designer I	\$ 90.00/hr
Senior Designer	\$125.00/hr	Clerical	\$ 75.00/hr

CM Associates Engineers will submit monthly invoices for work completed to date. Client will pay progress or final invoices within 60 days of the invoice. Invoices that remain unpaid for more than 60 days after invoice date will be charged an annual interest rate of 24% (2% compounded monthly) starting 61 days past original invoice date until payment is received.

If you are in agreement with the above fee, scope of work, compensation terms, and our Standard Terms and Conditions, please sign and date the enclosed copy and return it to our office.

Sincerely,

CM Associates Engineers, PLLC



Mik Mikulich, P.E., F.P.E., CEM, CxA, LEED AP BD+C

Approved:

BY: _____

DATE: _____

Standard Terms and Conditions

STANDARD OF CARE

Services performed by CM Associates Engineers, PLLC (hereinafter CM Associates Engineers) under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

TIMELINESS OF PERFORMANCE

CM Associates Engineers perform their services with due and reasonable diligence consistent with sound professional practices and project schedule.

LIABILITY

In the event that design errors, omissions, or deficiencies are discovered following completion and acceptance of the construction documents, CM Associates Engineers shall participate in definition of the problem and shall provide appropriate clarifications or corrections to the contract documents without additional fee. If a construction modification is required as a result of the error, omission, or deficiency, CM Associates Engineers' potential liability is limited to additional costs which would not have been incurred had the original documents been correct.

PAYMENT

If the Client fails to make payments when due or otherwise is in breach of this Agreement, CM Associates Engineers may suspend performance of services upon seven (7) calendar days' notice to the Client. CM Associates Engineers shall have no liability to the Client for costs or damages as a result of such suspension caused by breach of this Agreement by the Client.

VERIFICATION OF EXISTING CONDITIONS

Remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, the Client agrees, to the fullest extent permitted by law, to indemnify and hold CM Associates Engineers harmless, from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or economic loss arising or allegedly arising out of the professional services provided under this Agreement.

MEDIATION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and CM Associates Engineers agree that all disputes between them arising out of or relating to this Agreement initially shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

DOCUMENTS

The Client acknowledges CM Associates Engineers' plans and specifications, including all documents on electronic media, as instruments of professional service. The plans and specifications prepared under this Agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to CM Associates Engineers. The client shall not use or make, or permit to be made, any modification to the plans and specifications without the prior written authorization of CM Associates Engineers. The Client agrees to waive any claim against CM Associates Engineers arising from any unauthorized reuse or modification of the plans and specifications.

ATTORNEYS' FEES

In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses, as determined by Judgment.

OPINIONS OF PROBABLE CONSTRUCTION COST

When providing opinions of probable construction cost, the Client understands that CM Associates Engineers has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided are to be made on the basis of CM Associates Engineers' qualifications and experience. CM Associates Engineers makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

SCOPE OF WORK & FEE PROPOSAL

Chandler Airport Operations Garage – Chandler, AZ
Survey and Civil Engineering Design Services
Entellus Project No. C199.002
February 5, 2024

PROJECT UNDERSTANDING

C&S Engineers, Inc. (“Client”) has requested that Entellus prepare a proposal for survey and civil engineering services for a proposed ±1.5-acre site that is to be the new location for the Chandler Airport maintenance building. The project site is currently a parking lot located in Chandler, Arizona within the Chandler Municipal Airport grounds along Airport Boulevard directly west of an existing air traffic control tower. According to the Concept Design Summary prepared on October 10, 2023 by C&S and scoping meetings, the existing parking lot is to be retrofitted to support a new facility of approximately 4,404 square feet. The building will include airport operations equipment storage, maintenance garage, restrooms, and locker rooms with showers.

SCOPE OF WORK

Preliminary Research

Perform Document Search and Research

Entellus shall obtain records from the City Records Department for or adjacent to the project site. Record drawings requested may include, but not limited to, as-builts for roadway and City utilities, drainage reports, water reports, and sewer reports. In addition, research shall be performed to confirm FEMA flood plain designation and confirm with the fire provider whether onsite fire hydrants will be required.

Survey

- a. Entellus shall conduct an on-the-ground field survey for establishing the Project boundary and Project limits. The survey shall be for the project site based on a field survey that shall include the necessary research, site survey, recovery of monuments and calculations to resolve the final project boundary. Existing monumentation of record shall be recovered and located as part of the survey. Final boundary determination shall be reflected on the project base maps. Resolution of any boundary conflicts or disputes is excluded from this proposal. Should a Results of Survey be required due to destroyed or missing property corners, these services are beyond the scope of this proposal.

Client shall provide a current Title Report reflecting the legal description for the property, ownership, and encumbrances.

- b. Entellus shall obtain topographic information that documents existing conditions that shall influence the design of the on-site improvements. The survey shall locate horizontal location and vertical elevation of existing curbs, sidewalks, utilities, drainage facilities, walls, fences, light poles, signs, trees, and natural features. Existing ground elevations shall be surveyed on a grid basis across the site. Topographic mapping shall include curb and gutter, pavement, and surface appurtenances within the project site.
- c. Entellus shall prepare legal descriptions and exhibit drawings for new natural gas and electrical service easements. Legal descriptions shall comply with the Arizona Boundary Survey Minimum Standards and will be provided on lump sum basis per description. A total of two (2) legal descriptions have been provided in the fee total. (\$1200/each)

- d. It is assumed that all or a portion of the project site is in a Flood Zone and will require a Certificate of Elevation to obtain a Certificate of Occupancy. Entellus shall complete and submit to the client one (1) Certificate of Elevation for the proposed maintenance structure upon completion of construction. It is not guaranteed by Entellus that the reviewing jurisdiction will accept or deny the Certificate of Elevation. (\$1800/each)

Utility/Agency Coordination

Coordination and Utilities

Entellus shall request plans/As-Built information from the dry and wet utility providers in the area. The list of utility providers in the project area shall be provided by Bluestake.

Identify Utility Conflicts

The information received from the utility plans/ As-Built shall be reviewed and existing dry and wet utility information within the project site shall be drawn into AutoCAD. During the design of the project, Entellus shall identify potential utility conflicts related to project improvements. If utility providers are assumed to be affected by identified conflicts, Entellus shall notify providers of the effected utilities.

Coordination Design of Utilities

Entellus shall prepare and submit Utility No Conflict Letters to the dry utility providers in the project area for their plan review, approval, and issuing No Conflict Letters for the project. The list of utility providers in the project area shall be per the Bluestake ticket. Entellus shall respond to and/or address comments that the utility providers have during the plan review process.

Schematic Design

Site Investigation

Entellus shall perform a site visit to review existing conditions. This task is limited to one (1) site visit. Additional site visits shall be billed based on time and materials.

CAD Base Plans

Entellus shall prepare a CAD base that includes linework of the site improvements at a schematic level. Proposed improvements for grading and drainage design and utilities shall be provided based on the existing infrastructure and intent of the City to minimize exterior site improvements.

Schematic Design & ROM Cost Estimate

Entellus shall prepare and provide civil engineering related items such as concept of the grading, drainage, paving, and wet utility layout. In addition, a general approximation of the cost of the construction for the civil improvements of the project shall be provided. It is assumed that C&S will be making all submittals to the City of Chandler and/or other reviewing jurisdictions.

Review & Meeting

Entellus shall participate in one (1) virtual meeting with the City and other members of the design team to discuss comments from the City reviewers. Depending on the final schedule of the project and if the review meeting is in-person, this fee may need to be increased or billed based on Time and Materials at the hourly rates set in this proposal.

Construction Documents

CAD Base Plans

Entellus shall prepare a CAD base that includes linework of the site improvements at a pre-final level. Proposed improvements for grading and drainage design and utilities shall be provided based on the existing infrastructure and intent of the City to minimize exterior site improvements.

Construction Plans

Entellus shall prepare and provide pre-final civil engineering plans related to items such as grading, drainage, paving, and wet utility layout based on the proposed site improvements. These plans shall incorporate comments and requests made by the City per the previous plan submittal. It is assumed that C&S will be making all submittals to the City of Chandler and/or other reviewing jurisdictions.

Cost Estimate

Entellus shall prepare a pre-final Engineer's Cost Estimate per City of Chandler standards that support the civil improvements in the Improvement Plans.

Review & Meeting

Entellus shall participate in one (1) virtual meeting with the City and other members of the design team to discuss comments from the City reviewers. Depending on the final schedule of the project and if the review meeting is in-person, this fee may need to be increased or billed based on Time and Materials at the hourly rates set in this proposal.

Final Construction Plans

Entellus shall prepare and provide final civil engineering plans related to items such as grading, drainage, paving, and wet utility layout based on the proposed site improvements. These plans shall incorporate comments and requests made by the City per the previous plan submittal. It is assumed that C&S will be making all submittals to the City of Chandler and/or other reviewing jurisdictions.

Final Cost Estimate

Entellus shall prepare a final Engineer's Cost Estimate per City of Chandler standards that support the civil improvements in the Improvement Plans.

Final Water and Sewer Reports

Entellus shall prepare a Water and Sewer Report in support of the water and sewer design. The reports shall include one-page write-ups with supporting documents as necessary.

Final Drainage Report

Entellus shall prepare a Final Drainage Design and Report in support of the grading and drainage design for the site improvements. The Final Drainage Report shall include a writeup, retention calculations, inlet sizing, and drainage map for onsite improvements. Offsite drainage analysis is not anticipated and is not a part of this proposal.

Project Meetings

Entellus shall attend meetings as required by the client. In addition, it is anticipated that 15-minute biweekly meetings will be held with the City. This line item is in addition to the two comment review meetings at 30% and 90% reviews.

Contractor Coordination / Bidding

RFIs / Substitution Requests

Entellus shall respond to bidding Requests for Information (RFI) and/or substitution requests during the construction bidding process. A budget has been set for this task with the assumption that Entellus will respond to up to a total of eight (8) RFI's and substitution requests during the bidding process. Depending on the final number of requests submitted, this fee may need to be increased for this phase.

Reimbursable Expenses

Reimbursable expenses such as, but not limited to, delivery charges, printing, computer plotting, maps, agency reports, aerial photographs, reprographics and mileage, and fire flow tests shall be billed to Client at direct cost plus 10%. Reimbursable costs are project dependent and reflect the volume of requests of prints and other data from the review agencies, Client, property owner, stakeholders, and utility companies. Entellus shall provide invoice reports to Client reflecting reimbursable expenses.

ASSUMPTIONS AND BASIS OF PROPOSAL

- This Scope of Work is limited to the Engineering services as set forth.
- Normal plan check revisions are included in the proposal. Client revisions that deviate from the preliminary site plan as approved will be an extra service. Revisions required due to change in information or design requirements provided to Entellus by others (Client, City, other consultants, changes in regulatory agencies' policy changes in standards) will be an extra service.
- Entellus shall be entitled to rely on the completeness and accuracy of all information provided by the Client and/or their representative.
- Coordination of and responsibility for obtaining dry utility designs for the site is by others (power, gas, telephone, cable, optic fiber).
- Geotechnical investigation is not part of this proposal. A geotechnical investigation must be completed that includes a recommendation for the pavement sections and recommendations for earthwork and grading procedures.
- Geographic Information System (GIS) formatted documentation, files and/or deliverables are not considered a part of the Engineering and Platting services in this Scope of Work.
- Preparation of a current Title Report is not considered a part of the Engineering services in this Scope of Work. It is assumed that the Client will have a current Title Report at the start of the project.
- All review and permit fees are to be paid by Client.
- Any processes required to obtain permits for use for the existing water source, are not included in this proposal.
- No traffic study or analysis is included within this scope of work.
- Traffic signal or signal modification plans are not included in this proposal.
- Decorative pavement and hardscape will be the responsibility of the Landscape Architect.
- Signing other than ADA, parking, handicap markings, fire lanes, and regulatory traffic signs is not a part of this contract.
- Parking lot and access roadway lighting design is not included in this proposal.
- Offsite improvements including roadway, drainage, and utility improvements along the adjacent roadway have not been considered a part of the scope of work and are not included in this proposal. If offsite improvements are required other than water and sewer building connections, additional scope and fee will be required.
- The extents of floodplain analysis for the purposes of this project are limited to the completion of a Flood Elevation Certificate. If more drainage analysis is required in relation to the flood plain, additional scope and fee will be required.

FEE SUMMARY

Scope of Work Item	Fee
PRELIMINARY RESEARCH	
• Perform Document Search and Research	
• Survey	
a. Boundary Survey	
b. Topographic Survey	
c. Legal Description	
d. Elevation Certificate	
SUBTOTAL	\$ 11,270
UTILITY/AGENCY COORDINATION	
• Coordination with Utilities (PIPG)	
• Identify Utility Conflicts	
• Coordination Design of Utilities	
SUBTOTAL	\$ 4,320
SCHEMATIC DESIGN	
• Site Investigation & Information Gathering	
• Prepare CAD Base Plans	
• Prepare SD & ROM Cost Estimate	
• CofC Review/Meeting/Site Visit	
SUBTOTAL	\$ 7,420
CONSTRUCTION DOCUMENTS	
• Prepare 90% CAD Base Drwgs	
• Prepare 90% Plans & Draft Tech Specs	
• Coordinate 90% Cost Estimate	
• CofC Review/Meeting/Site Visit	
• Final Plans & Final Tech Specs	
• Final Engineer's Cost Estimate	
• Final Utility Reports (water/sewer)	
• Final Drainage Report	
• Project Meetings	
SUBTOTAL	\$ 19,260
CONTRACTOR COORDINATION / BIDDING	
• RFIs / Substitution Requests	
SUBTOTAL	\$ 1,800
TOTAL FEE	\$ 44,070

Reimbursable Expenses (Estimated)	
Reimbursables, at cost plus 10%	\$ 1,500

ADDITIONAL SCOPE OF WORK & FEE PROPOSAL

Chandler Airport Operations Garage – Chandler, AZ
Survey and Civil Engineering Design Services
Entellus Project No. C199.002
March 11, 2024

PROJECT UNDERSTANDING

C&S Engineers, Inc. (“Client”) has requested that Entellus prepare a supplemental proposal for civil engineering services for additional scope for the Chandler Airport Operations Garage project. The overall proposed project is on a ±1.5-acre site that is to be the new location for the Chandler Airport maintenance building. The project site is currently a parking lot located in Chandler, Arizona within the Chandler Municipal Airport grounds along Airport Boulevard directly west of an existing air traffic control tower. The additional scope addresses the landscape area south of the parking lot that is to be improved to be used as an observation area.

ADDITIONAL SCOPE OF WORK

Observation Area

ADA Design for Observation Area

Entellus shall use the design layout by others of the Observation Area and design accessible access to the proposed features. This includes, but is not limited to, the use of sidewalk ramps, sidewalk routing, and grading.

Additional Pavement Improvements

Entellus shall incorporate the additional portion of the south parking lot to be included in the grading and drainage plans for the project. This includes, but is not limited to, defining pavement limits, providing a pavement section by others, and grading.

ASSUMPTIONS AND BASIS OF PROPOSAL

Please refer to project scope and fee proposal for list of assumptions.

FEE SUMMARY

Scope of Work Item	Fee
OBSERVATION AREA	
• ADA Design for Observation Area	\$1,720
• Additional Pavement Improvements	\$860
SUBTOTAL	\$ 2,580
TOTAL FEE (UPDATED)	\$ 46,650

HOURLY RATE SCHEDULE

Classification	Rate
Senior Project Manager	\$ 215/hour
Project Manager	\$ 170/hour
Sr. Project Engineer	\$ 150/hour
Sr. Designer	\$ 145/hour
Project Engineer	\$ 130/hour
Designer	\$ 115/hour
Senior EIT	\$ 120/hour
EIT	\$ 105/hour
Sr. CAD Technician	\$ 95/hour
CAD Technician	\$ 85/hour
Survey Crew	\$ 165/hour
Office Surveyor (RLS)	\$ 190/hour
Survey Technician	\$ 90/hour
Administrative/Clerical	\$ 75/hour
Reimbursables	\$ Cost + 10%

February 5, 2023

Mr. Patrick H. Gordon
C&S Companies
2575 E. Camelback Rd.
Phoenix, AZ 85016

RE: Chandler Airport Operations Garage
Chandler, Arizona

Dear Patrick:

We are pleased to submit this proposal for structural engineering services for this project provided by Meyer Borgman Johnson, Inc. (MBJ) located in Tempe, Arizona. Our understanding of the scope and schedule is based on a Request for Proposal for Structural Engineering email and attachments on December 15.

Project Description

Our understanding of the project is based on the Conceptual Design Report by C&S Companies. The project includes a 4,404 square foot single story building to serve as a operations garage located at the Chandler Municipal Airport. The operations garage will support ground operations vehicles, Maintenance vehicles, heavy duty tractors and runway/Taxi Response vehicles along with other service equipment noted in the conceptual design report.

The structure will be a pre-engineered metal building (PEMB). This will be a delegated design submittal that will be designed by the PEMB supplier. As engineer of record for the building, MBJ will work closely with the chosen metal building manufacturer so that the design of the metal building is fully coordinated with the other design disciplines. MBJ will be responsible for the detailed design for all of the foundations and the baseplate anchors into the foundation. See scope description and assumptions below for detailed description of the scope we have assumed. This is intended as a starting point based on our experience and we suggest that a thorough discussion of the scope separation with C&S Companies to decide on the best approach for the project. We will assist the team with a prequalified list of PEMB manufacturers with experience on these types of facilities is important for this project.

MBJ will provide a Revit model of the buildings that will include the foundation, any concrete/masonry walls, and estimated framing components for the PEMB primary frame an roof. We have assumed that the PEMB manufacturer will provide preliminary sizes for all of the structural steel, including steel raker beams, if applicable.

STRUCTURE THAT SHAPES

Schedule / Project Delivery

A proposed schedule was provided with the RFP that indicates design is estimated to be complete with a permit in the fall of 2024.

Project Team

- Kurt Kindermann, P.E., S.E.(AZ) – Managing Principal
- Lindsey Schultz, S.E. – Office Leader – Project Manager
- James Newhall, P.E., S.E. – Structural Engineer – Project Engineer

Scope of Professional Services

We propose that our basic service activities include the following:

1. Review codes, establish structural design criteria, and assist in structural system selection.
2. Geotechnical - Review of Owner's geotechnical investigation report and implementation of recommendations with regard to their impact on the building structural systems. Compare foundation options, spread footings or drilled piers, and design to best option as agreed upon with the Design Builder.
3. Revit BIM Model - MBJ will provide a Revit model for the building that will include the preliminary PEMB frame, and foundation. We have assumed that the PEMB manufacturer will provide preliminary sizes for all of the structural steel, including steel raker beams.
4. All concrete foundation and anchors will be designed and detailed by MBJ according to loads provided by the PEMB manufacturer.
5. Prepare Schematic Design drawings with a preliminary structural Revit model for client review and review initial cost estimate.
6. Prepare Construction Documents (structural calculations and plans) suitable for bidding, selection of the sub-contractors, and for obtaining building permits, for concrete/masonry structural engineering scope described above. Review 100% Cost Estimate provided by others.
7. Respond to RFI's and Bidder questions and substitution requests to assist with the bidding process.
8. We understand that a preliminary PEMB supplier will be engaged early in design so that there will be collaboration throughout the design phase to obtain found loads and member size coordination.
9. Text editing or supplying structural portions of the architect's specifications (Divisions 3 through 5 plus the structural engineering sections of Division 31).
10. Provide performance specification for structural deferred submittals including, but not limited to cold-formed metal framing, roll-up door supports, flag pole footings, etc. These design services shall be under the general contractor's responsibility to supply the design and installation of these deferred submittals. Our activities will also include the review of structural calculations and shop drawings prepared by the contractor's supplier.
11. Participation in project team coordination meetings during each design phase.

12. Prepare the scope of the structural special inspections program that will be required by the Chandler Building Official.
13. Review specified structural submittals and shop drawings for components indicated in the MBJ structural documents and the PEMB drawings and calculations for conformance with the design intent.

Scope Assumptions

1. *Geotechnical:* The owner /client will furnish the services of a qualified geotechnical engineer to recommend economical foundation systems for each building. The foundation system has not yet been determined; however drilled pier foundations are common for this location at the design loads anticipated.
2. *Testing / Special Inspections:* we assume that material testing and Special Structural Inspections will be carried out by an independent testing/inspection firm contracted to the owner or Builder. MBJ will review all reports and address any discrepancies with C&S Companies and the Builder.
3. *Construction Administration:* Construction Administration including review of contractor submittals, responding to requests for information and design changes and clarification addendum have been excluded from the scope of this proposal. MBJ would be happy to add such scope when construction starts.
4. *Code:* Our fee proposal is based on using the same edition of the building code, currently the 2021 IBC adopted by the City of Chandler for all phases.
5. *Pre-Engineered Metal Building:* The preliminary PEMB manufacturer will work closely with our MBJ team to provide preliminary foundation loads and member sizes and continue to coordinate foundation loading, foundation connections, MEP equipment loads, and any other coordination required to achieve a fully coordinated PEMB design. To achieve this, we recommend that a PEMB supplier be engaged early in design. MBJ can assist with developing prequalification requirements and scope description to aid in procuring a PEMB partner.
6. *Permit Packages:* The PEMB will be listed as a Deferred Design submittal to facilitate the City's requirement for the bidding process. MBJ will need to review the selected PEMB Supplier's final load and design meets the issued bid requirements. The deferred design submittal will need to be re-issued to the city of chandler to review when the supplier is selected.
7. *Mechanical, Electrical, and Plumbing:* Accurate MEP design and coordination information will be forwarded to us in a timely manner to permit the completion of our documents to meet each phase outlined above. Our fee proposal includes coordination of MEP load requirements with the metal building manufacturer or support within the building on steel framing.
8. *Grid Systems:* Grid systems will align and be consistent with minor changes from the end of the DD

phase through construction. Locking grids and building geometry is a key ingredient to a successful economical building.

9. Landscape Pavements/Structures: We have not included design of structural landscape or site features in our scope. We would be happy to add such items when this scope is better understood if desired.
10. Miscellaneous Structures: We have not included design of miscellaneous site structures like fences, flag pole footings, etc. We would be happy to add such items when this scope is better understood if desired.
11. We anticipate executing a professional services agreement based on the AIA C401 template published by the American Institute of Architects.

Fees

For services outlined above, we propose a fee invoiced every month as a percentage of completion and distributed approximately by phase as follows:

Schematic Design	\$ 6,740.00
Construction Documents	\$ 10,660.00
<u>Bidding Coordination</u>	<u>\$ 3,420.00</u>
Total	\$ 20,820.00

Reimbursable expenses including mileage for site visits. Deliverable printing and plotting charges, and delivery services will be invoiced at 1.0 times our cost. We do not anticipate reimbursables to be required for this project.

MBJ Standard Hourly Rates 2022-2023

Principal IV	\$270.00	BIM Specialist III	\$135.00
Principal III	\$240.00	BIM Specialist II	\$115.00
Principal II	\$210.00	BIM Specialist I	\$100.00
Principal I	\$195.00	Technical Specialist V	\$175.00
Engineer V	\$195.00	Technical Specialist IV	\$155.00
Engineer IV	\$175.00	Technical Specialist III	\$140.00
Engineer III	\$155.00	Technical Specialist II	\$120.00
Engineer II	\$130.00	Technical Specialist I	\$105.00
Engineer I	\$115.00	Office III	\$150.00
BIM Specialist V	\$160.00	Office II	\$120.00
BIM Specialist IV	\$145.00	Office I	\$80.00

Hourly rates are adjusted periodically but will not exceed 10% annually.

We appreciate the opportunity to prepare this proposal. We are available to begin work on this project immediately. If you have any questions or require additional information, please do not hesitate to contact us.

Very truly yours,

MEYER BORGMAN JOHNSON



Lindsey Schultz, S.E.
Office Leader



Kurt Kindermann, P.E., S.E.
Managing Principal

EXHIBIT "F"
FEDERAL REQUIREMENTS

N/A



City Council Memorandum Public Works & Utilities Memo No. CP24-147

Date: May 06, 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: Professional Services Agreement No. ST2009.451, Amendment No. 2, with Ritoch-Powell & Associates Consulting Engineers, Inc., for the Dobson Road Improvements at Intel Driveways #1 and #4 Construction Management Services

Proposed Motion:

Move City Council award Professional Services Agreement No. ST2009.451, Amendment No. 2, to Ritoch-Powell & Associates Consulting Engineers, Inc., for the Dobson Road Improvements at Intel Driveways #1 and #4 Construction Management Services, increasing the agreement amount by \$24,815.

Background/Discussion:

On March 15, 2022, the city approved Task Order No. ST2009.451, for construction management services, with Ritoch-Powell & Associates Consulting Engineers, Inc., for improvements along Dobson Road from Price Road to the Chaparral Way intersection. The state, city, and Intel Corporation have entered into agreements for this project to provide increased capacity access at Driveways #1 and #4 from Dobson Road.

Amendment No. 1 was solely a time extension of 150 calendar days. This Amendment No. 2 is for pre-construction assistance, construction oversight, part-time construction inspection, and project management services for the added work on the driveway at Station 86+00 and an added traffic signal mast arm at Driveway #1. An additional 134 calendar days has been added for a revised total of 515 calendar days to final completion, following the Notice to Proceed.

Pursuant to A.R. § 42-5032.02, this project will be funded 80% by the State of Arizona and 20% by Intel Corporation. There is no city financial commitment.

Evaluation:

The selection process was conducted in accordance with city policy and procedure and state law. On March 15, 2022, the city awarded Task Order No. ST2009.451, to Ritoch-Powell & Associates Consulting Engineers, Inc., for the Dobson Road Improvements at Intel Driveways #1 and #4 construction management services. Staff reviewed the scope of work, billing rates, and total fee for the project and determined them to be reasonable.

Financial Implications:

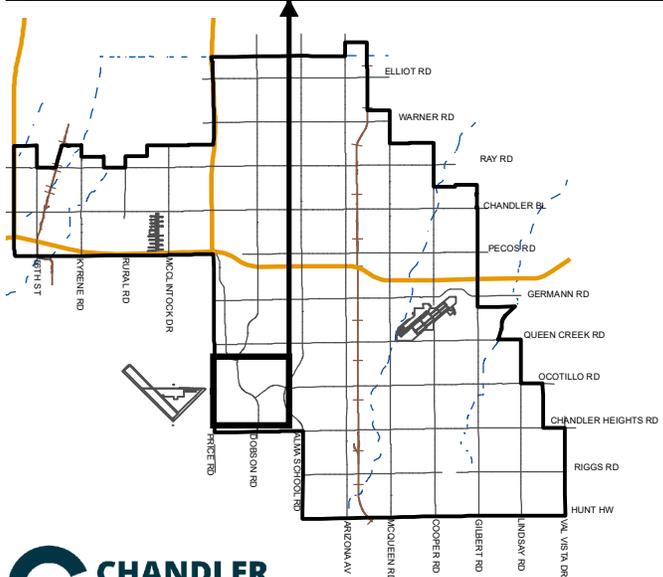
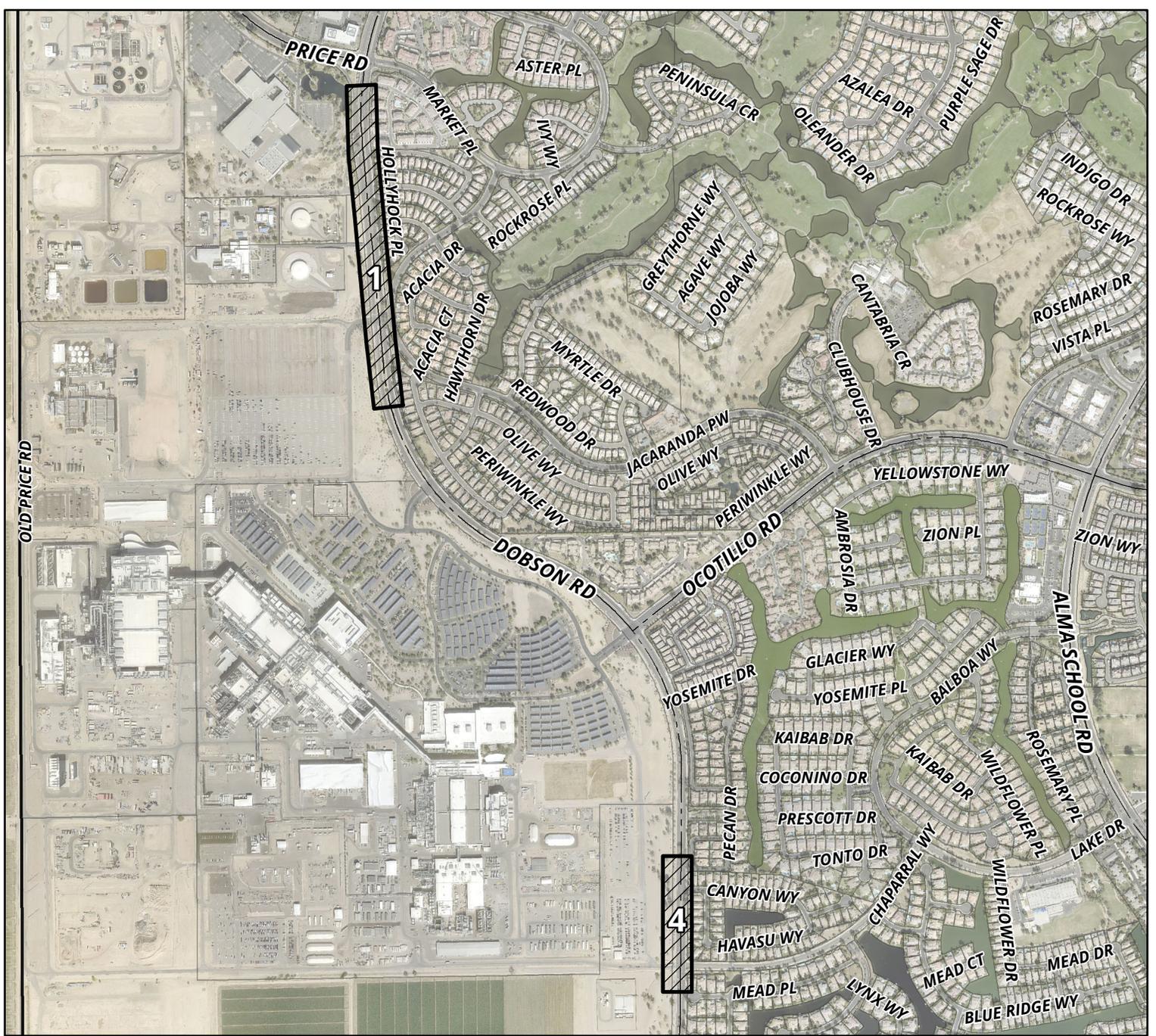
This Amendment No. 2 is in the amount of \$24,815, for a revised agreement amount not to exceed \$112,820.

Fiscal Impact

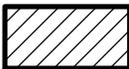
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.3310.6517.6ST764	Capital General Fund	Dobson Road Intel Driveways	24,815.00	Y

Attachments

Location Map
Agreement - Ritoch-Powell



**DOBSON ROAD IMPROVEMENTS
AT INTEL DRIVEWAY #1 AND #4
PROJECT NO. ST2009.451
AMENDMENT 2
MEMO NO. CP24-147**

 PROJECT LIMITS





**AMENDMENT NO. 2 TO
CONSTRUCTION MANAGEMENT SERVICES AGREEMENT**

**DOBSON ROAD IMPROVEMENTS AT INTEL DRIVEWAYS #1 AND #4
Project No. ST2009.451**

Council Date: May 9, 2024

THIS AMENDMENT NO. 2 ("Amendment No. 2") to the professional services agreement dated December 15, 2021, (the "Agreement") is made by and between the City of Chandler, an Arizona municipal corporation, ("City") and **Ritoch-Powell & Associates Consulting Engineers Inc.**, an Arizona limited liability company, ("Consultant"), on this ____ day of _____, 2024, ("Effective Date" by Clerk). (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

- A. The Parties entered into the Agreement for **Construction Management Services** ("Services") for the **Dobson Road Improvements at Intel Driveways #1 and #4** project.
- B. The Parties have determined that it is necessary and desirable for the Consultant to perform services for the City under the terms and conditions set forth in this Amendment No. 2 and the Agreement.
- C. The Parties acknowledge the Agreement has expired. Both Parties have determined that it is necessary and desirable for the Consultant to complete the remaining tasks under the terms and conditions set forth in the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual promises contained in the Agreement and this Amendment No. 2, the Parties agree to amend and modify the Agreement as follows.

SECTION I - CONSULTANT'S SERVICES

The Consultant's Services are modified as described in the Exhibit "A" attached to and made part of this amendment by reference.

SECTION II – PERIOD OF SERVICE

The Period of Service is increased by **134** calendar days for a revised total of **515** calendar days.

SECTION III – PAYMENT OF COMPENSATION AND FEES

The Fees are increased by **\$24,815** and will be payable in accordance with Exhibit "B" attached to and made part of this amendment by reference, for a revised total not to exceed **\$112,820**.

SECTION IV – CONFLICT AMONG DOCUMENTS

The Agreement, this amendment, and any previous amendments constitute the complete agreement between the Parties concerning the subject matter of the Agreement and replace any prior oral or written communications between the Parties. If a conflict or ambiguity arises between the Agreement and this amendment, the instrument in the following order prevails and controls: (1) this amendment; (2) any previous Amendments from most recent to oldest; and (3) the Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 2 to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Amendment No. 2.

"CITY" CITY OF CHANDLER

**"CONSULTANT"
RITTOCH-POWELL & ASSOCIATES
CONSULTING ENGINEERS, INC.**

4/15/24

MAYOR

Signature Date

RECOMMENDED BY:

Frank E. Henderson III

Daniel Haskins

Print Name

Daniel Haskins, P.E.
CIP City Engineer

Group Manager/Sr. Project Manager

Title

fhenderson@ardurra.com

APPROVED AS TO FORM:

Signer Email Address

City Attorney *TMB*

ATTEST:

City Clerk Seal

Amendment No. 2 (cont.)
Project No. ST2009.451

These changes result in the following adjustments of Agreement amount and/or time:

Amendment authorized by Owner name: Dan Haskins		Date: 2/9/24	
Consultant email: fhenderson@ardurra.com			
Original Agreement amount:		\$88,005	
Previous Amendment(s) total:		\$0	
Last Agreement amount approved by Council:		\$88,005	
This Amendment:		\$24,815	
This Amendment + previous Amendment(s) not approved by Council total:		\$24,815	
Revised Agreement total:		\$112,820	
Council Approval Required (yes indicates approval required)	Yes	No	
Amendment(s) total over \$100,000:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Amendment(s) total causes Agreement to exceed \$100,000:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Agreement Time			
Agreement time prior to this Amendment (including previous amendments):		<u>381</u> Calendar Days	
Net change resulting from this Amendment:		<u>134</u> Calendar Days	
Revised Agreement time (including this Amendment):		<u>515</u> Calendar Days	
Council Approval (if applicable)			
Council Approval Date: <u>5/9/24</u> Item No. <u>pending</u>			

cc: Project Manager, Consultant, Owner, File

EXHIBIT A
SCOPE OF WORK



December 15, 2023

Mr. Jason Garcia
Construction/Design Project Manager
City of Chandler
Public Works & Utilities Capital Projects

RE: Construction Management (CM) Scope of Work and Fee Proposal
City Project No. ST2009.451
Dobson Road Improvements At Intel Driveways #1 and #4

Dear Mr. Garcia,

RITTOCH-POWELL & ASSOCIATES (an Ardurra Company) is pleased to submit the attached Scope of Work and Fee Proposal derivation for additional T&M compensation to provide construction administration, management and inspection services for the Dobson Road Improvements project.

Our additional T&M compensation totaling \$24,815 is necessary to match the contractor's approved CPM schedule that requires an additional seven (7) weeks of Time & Materials (T&M) services not included in Ardurra's current Contract Time.

We sincerely appreciate the opportunity to continue our City of Chandler relationships executing final design, construction administration, and inspection services and look forward to completing this construction project.

Respectfully submitted,

Digitally signed by Frank E.
Henderson III
DN: cn=Frank E.
Henderson III, o=Ardurra, ou=Transportation
& CM Services, ou=Frank E.
Henderson III
Date: 2023.12.15 05:49:06-0700

Frank E. Henderson III
Sr. Project Manger

EXHIBIT A
Contract Modification No. 2
Additional T&M Services
ST2009.451

Additional Scope of Work Description

Time and Material (T&M) compensation for pre-construction, construction oversight, part time (4 hours/day) construction inspection and project management services was calculated based on Contract Time (150 calendar day) in original contract (dated March 15, 2022). Contract Modification No. 1 (dated July 6, 2023) increased Contract Time by 231 calendar days without additional T&M compensation for construction services to reflect Contractor construction NTP delays.

Contractor's updated Critical Path Method (CPM) received 10/23/23 reflects site mobilization to start construction on 4/30/23 with substantial completion on 11/27/23 and final completion 12/14/23 which is total eight (8) months equaling 240 calendar days. Contractor's Contract Time difference between Ardurra's original fee estimate and Contractor's approved CPM is ninety (90) calendar days which is nine (9) additional weeks.

Contractor achieved Substantial Completion on 11/27/23. Ardurra's part time (4 hours/day) on-site inspection and construction administration services for weekly meetings to match Contractor's schedule exceed Ardurra's contract by seven (7) weeks. Contractor's schedule to achieve final completion on 12/14/23 require an additional two (2) weeks of part time (4 hours/week) inspection services to verify punch list items are completed. Ardurra's additional services resulting from additional contractor construction schedule are:

1. PRE-CONSTRUCTION ASSISTANCE
 - A. Task 1.1 Preconstruction Assistance
 - i. No additional scope from current contract.
2. CONSTRUCTION MANAGEMENT
 - A. Task 2.1 Weekly Construction Meetings
 - i. Scope of work remains as stated in contract. T&M compensation increased to reflect seven (7) additional weekly meetings.
 - B. Task 2.2 CPM Schedule
 - i. Scope of work remains as stated in contract. T&M compensation increased to reflect one (1) additional monthly CPM submittals.
 - C. Task 2.3 Requests for Information (RFI's)
 - i. No additional scope from current contract.
 - D. Task 2.4 Submittals
 - i. No additional scope from current contract.
 - E. Task 2.5 Time & Materials (T&M)
 - i. No additional scope from current contract.
 - F. Task 2.6 Field Directives (FD's)
 - i. No additional scope from current contract.
 - G. Task 2.7 Contractor Payment Applications
 - i. Scope of work remains as stated in contract. T&M compensation increased to reflect one (1) additional monthly CPM submittal.
3. CONSTRUCTION INSPECTION
 - A. Task 3.1 Inspection Services
 - i. Scope of work remains as stated in contract. T&M compensation increased to reflect one (1) inspector on-site for four (4) hours per day for seven (7) additional weeks plus one (1) additional inspector on-site for four (4) hours per week for two (2) additional weeks to verify punch list completion.
 - B. Task 3.2 Project Closeout
 - i. Scope of work remains as stated in contract.

4. UTILITY COORDINATION
 - A. TASK 4.1 Utility Coordination
 - i. Scope of work remains as stated in contract.
5. RECORD DRAWINGS
 - A. Task 5.1 Record Drawings
 - i. Scope of work remains as stated in contract.
6. PROJECT MANAGEMENT
 - A. Task 6.1 Project Monitoring
 - i. Scope of work remains as stated in contract. T&M compensation increased to reflect nine (9) additional weeks of contract time.

ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

1. No changes from original contract.

**EXHIBIT B
FEE SCHEDULE**



Exhibit B-2 Hours and Rates = hours and other backup documents

DERIVATION OF COST PROPOSAL SUMMARY

Task	Description	# of Sheets	EIT	Construction Manager	Inspection/Construction Observer	Administrative Support									Total Hours By Task	Total Cost By Task
1	PRE-CONSTRUCTION ASSISTANCE															
1.1	Pre-Construction Meeting														0	\$0.00
	SUBTOTAL PRE-CONSTRUCTION ASSISTANCE		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
2	CONSTRUCTION MANAGEMENT															
2.1	Conduct, Attend & Prepare Weekly Meeting Agenda & Minutes (7)				7	7									14	\$1,435.00
2.2	Review Monthly CPM Schedule (1)			1	1										2	\$305.00
2.3	Review and Respond to RFI's & Maintain RFI Log														0	\$0.00
2.4	Review Shop Drawing Submittals & Maintain Submittal Log														0	\$0.00
2.5	Review T&M Cost Submittals & Maintain T&M Log														0	\$0.00
2.6	Prepare FD Documents & Maintain FD Log														0	\$0.00
2.7	Review Monthly Payment Applications, Maintain Weekly Record of Quantities, Coordinate with City Quantity Report			3	6										9	\$1,275.00
	SUBTOTAL CONSTRUCTION MANAGEMENT		0	4	14	7	0	0	0	0	0	0	0	0	25	\$3,015.00
3	CONSTRUCTION INSPECTION															
3.1	Inspection Services				162										162	\$19,440.00
3.2	Project Closeout														0	\$0.00
	SUBTOTAL CONSTRUCTION INSPECTION		0	0	162	0	0	0	0	0	0	0	0	0	162	\$19,440.00
4	UTILITY COORDINATION															
4.1	Coordination with Utilities				0	0									0	\$0.00
	SUBTOTAL UTILITY COORDINATION		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
5	RECORD DRAWINGS															
5.1	Review and Monitor Contractor Redlines				0	0									0	\$0.00
	SUBTOTAL RECORD DRAWINGS		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00



DERIVATION OF COST PROPOSAL SUMMARY

Task	Description	# of Sheets	EIT	Construction Manager	Inspection/Construction Observer	Administrative Support									Total Hours By Task	Total Cost By Task
6	PROJECT MANAGEMENT															
6.1	Project Monitoring			10		6									16	\$2,360.00
	SUBTOTAL PROJECT MANAGEMENT	0	10	0	6	0	0	0	0	0	0	0	0	0	16	\$2,360.00
	Total Hours	0	14	176	13	0	0	0	0	0	0	0	0	0	203	
	Total Dollars	\$ -	\$ 2,590.00	\$ 21,120.00	\$ 1,105.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 24,815.00



City Council Memorandum Public Works & Utilities Memo No. ST24-018

Date: May 06, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: John McFarland, Transportation Manager
Subject: Purchase of LED Lighting

Proposed Motion:

Move City Council approve the purchase of LED Lighting, from Ameresco, utilizing the City of Tucson Contract No. 161436-01, in an amount not to exceed \$570,000.

Background/Discussion:

The City of Chandler currently operates and maintains 28,515 streetlights bordering City streets. In January 2014, the city changed the streetlight standards to require more efficient LED lighting for all applications related to new capital improvement projects and residential subdivisions. Last year, conversion of the remaining 18,130 streetlights was completed. This project was previously planned to occur over eight years but was accelerated into one year due to the receipt of AZ Cares and American Rescue Plan Act (ARPA) funding. The amended AZ Cares and ARPA spending plan was approved by City Council through Resolution No. 5527 on October 14, 2021, and included projects that used one-time dollars to generate ongoing savings.

With the installation of this new lighting system, it is necessary to purchase a stock of equipment necessary for the replacement of items that may fail and are not covered under a product warranty. This purchase agreement will pay for inventory necessary for routine operations and maintenance and will include control nodes, junction boxes, wire, and fixtures. In addition to maintenance materials, this final payment will compensate the contractor for additional work that was not clearly defined in the original contract document but

necessary to properly complete the project. This work included installation of several additional fixtures and re-installation of certain fixtures that were incorrectly sized for the road type.

Evaluation:

The City of Tucson competitively solicited and awarded a contract to Ameresco for energy performance contracting services. The city has a current agreement with the City of Tucson allowing for the cooperative use of its contracts. Staff recommends the cooperative use of this contract because of the large buying power of Ameresco and their offer of competitive pricing. The City of Tucson contract is valid through October 19, 2026.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
401.3310.6419.0.6ST705	Capital General Fund	LED Streetlight Upgrade/Conversion	\$570,000	Y



City Council Memorandum Management Services Memo No. 24-078

Date: May 06, 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

May 9, 2024

Special Event Liquor and Extensions of Liquor Premises Approvals

Special Event Liquor Licenses

N/A

Temporary Extensions of Liquor License Premises

Organization Name: La Ristra II, LLC, DBA La Ristra

Applicant: John Gabaldon

Event Details: Cinco de Mayo 2024 on Sunday, May 5, 2024, from 10:00 a.m. until 11:00 p.m.

Location: La Ristra, 140 N. Arizona Avenue Suite #110

Permanent Extensions of Liquor License Premises

N/A



City Council Memorandum Development Services Memo No.

Date: May 06, 2024
To: Mayor and Council
From: Development Services Department
Subject: Study Session & Regular Minutes of February 21, 2024, Planning and Zoning Commission

Attachments

- February 21, 2024 Study Session Minutes
- February 21, 2024 Regular Meeting Minutes

Meeting Minutes

Planning and Zoning Commission

Study Session

February 21, 2024 | 5:00 p.m.
Chandler City Council Chambers
88 E. Chicago Street, Chandler, AZ



Call to Order

The meeting was called to order by Chairman Heumann at 5:02 p.m.

Roll Call

Commission Attendance

Chairman Rick Heumann
Vice Chair Sherri Koshiol
Commissioner Michael Quinn
Commissioner Jeff Velasquez
Commissioner Rene Lopez

Absent

Commissioner Kyle Barichello
Commissioner Charlotte Golla

Staff Attendance

Kevin Mayo, Planning Administrator
David de la Torre, Planning Manager
Dana Alvidrez, City Transportation Engineer
Lauren Schumann, Principal Planner
Alisa Petterson, Senior Planner
Ben Cereceres, City Planner
Thomas Allen, Assistant City Attorney
Tyler DelRio, Planning Intern
Emily Nguyen, Planning Intern
Julie San Miguel, Clerk

Scheduled/Unscheduled Public Appearances

Members of the audience may address any item not on the agenda. State Statute prohibits the Board or Commission from discussing an item that is not on the agenda, but the Board or Commission does listen to your concerns and has staff follow up on any questions you raise.

Consent Agenda and Discussion

1. January 17, 2024, Planning and Zoning Commission Meeting Minutes

Move Planning and Zoning Commission approve Planning and Zoning Commission meeting minutes of the Study Session of January 17, 2024, and Regular Meeting of January 17, 2024.

COMMISSIONER VELASQUEZ advised of the following corrections to the Planning and Zoning Meeting Minutes of January 17, 2024:

Study Session Minutes: Correction to revise the spelling of Vice Chair *Koshiol*.

Study Session Minutes, Page 5, Paragraph 1: Correction to reflect the speaker as *Commissioner Velasquez*.

Regular Meeting Minutes: Correction to revise the spelling of Vice Chair *Koshiol*.

CHAIRMAN HEUMANN requested the Meeting Minutes of January 17, 2024 be changed to reflect the mentioned corrections.

2. PLH23-0066 SILK STOCKING HISTORIC PRESERVATION DISTRICT

ALISA PETTERSON, SENIOR PLANNER presented details regarding the request to establish a Historic Preservation District to recognize, honor, and preserve the historic architectural character of the Silk Stocking Neighborhood which is located generally on the northeast corner of Arizona Avenue and Chandler Boulevard.

COMMISSIONER LOPEZ mentioned that although the current layout of the map was clear, there could be confusion among neighbors about the boundaries of the Silk Stocking Preservation District. He asked if other residences wanted to join the district later, if they would be able to do so, he also asked if the 60% approval rate is by segment or as a whole.

ALISA PETTERSON, THE SENIOR PLANNER clarified the 60% threshold applied to the proposed district as requested and presented the image of the map, she stated once established, there would be a specific procedure for additional properties wishing to join the district.

CHAIRMAN HEUMANN presented statements of appreciation for those who worked on this project acknowledging the significant contributions of Dorothy and Mary Lou, two residents who had dedicated years to the initiative. He stated this project is right on the threshold of meeting the 60% and presented further statements regarding the importance of preserving the historical integrity of the older neighborhoods. He confirmed there were no further comments or questions from the commission and expressed gratitude towards staff and Derek, who had significantly contributed to this project.

3. PLH22-0028/PLT23-0011 SCHNITZER COMMERCE PARKS

LAUREN SCHUMANN, PRINCIPAL PLANNER presented details regarding the request Rezoning from Agricultural (AG-1) district to Planned Area Development (PAD) for industrial business park, Preliminary Development Plan (PDP) approval for site layout and building architecture, and Preliminary Plat approval for an industrial business park on two sites; 47.7 acres located at the

southwest corner and 37.6 acres located at the southeast corner of Ryan Road and Hamilton Street, generally located one quarter mile east of the southeast corner of Arizona Avenue and Ryan Road.

COMMISSIONER LOPEZ asked about the improvements on Ryan Road, specifically whether the developer would be responsible for upgrades on their side of the street.

LAUREN SCHUMANN, PRINCIPAL PLANNER clarified the City was planning improvements on the north side of the street as part of an enhancement to Tumbleweed Park. She mentioned that while the City hoped to coordinate these efforts with the developer's project on the south side, timing might not align perfectly, however, there is a chance the two could line up at the same time.

COMMISSIONER VELASQUEZ requested staff to present the image of the 3D rendering and pointed out the bump outs. He suggested incorporating ground-face blocking into the gray areas as it would be a nice addition to embellish the bump outs instead of just using a paint treatment, especially on the elevation facing Ryan Road because it is a collector street.

LAUREN SCHUMANN, PRINCIPAL PLANNER stated that she will work with the Applicant on this request during the break.

CHAIRMAN HEUMANN pointed out that Ryan Road is currently a partial dirt road. He inquired about road improvements given the significant development planned for the area which would bring a considerable number of employees, he asked specifically what is the plan to get to Arizona Avenue.

LAUREN SCHUMANN, PRINCIPAL PLANNER clarified that the City's road improvement is not going further west than the train tracks. She stated there are developments north of Ryan Road at the intersection coming in, however there is no timeline for construction from the train tracks west to Arizona Avenue

CHAIRMAN HEUMANN questioned the timeline and scope of road improvements west of the train tracks to Arizona Avenue and the potential impact on traffic. He urged the City Council to consider the needs to support the development and it's employees effectively. He asked if there was an ingress and egress on Ryan Road or if there was a light at the intersection of Ryan Road and Arizona Avenue and urged City to consider something like that. In addition to the traffic concerns, he mentioned that he would like to see more architectural detail on Arizona Avenue as this is a prime location.

COMMISSIONER LOPEZ presented concerns and questioned Ryan Road's condition shoulder improvements.

LAUREN SCHUMANN, PRINCIPAL PLANNER confirmed that Ryan Road is paved but lacked median or improved shoulders.

CHAIRMAN HEUMANN pointed out the Mayor's presence at the Planning and Zoning Hearing this and requested that the Minutes document the concerns of the Planning and Zoning Commission regarding necessary improvements to accommodate the expected increase in employees due to development in the area.

4. Notice of Cancellation of the March 6, 2024, Planning and Zoning Commission Hearing

Move Planning and Zoning Commission cancel March 6, 2024, Planning and Zoning Commission Hearing.

Action Agenda Item No. 5

5. PLH23-0044 QUIKTRIP CONVENIENCE STORE AND GAS STATION

Request to amend the Planned Area Development (PAD) zoning for commercial uses to permit a fuel service station, and Preliminary Development Plan (PDP) approval for site layout and building architecture on approximately 2.5 acres located at the northwest corner of Dobson and Ray Roads.

An Addendum Memo was presented to the Commission, as staff received additional feedback regarding the proposed fuel station after the posting of the memo.

Calendar

The next Study Session will be held before the Regular Meeting on Wednesday, March 20, 2024, in the Chandler City Council Chambers, 88 E. Chicago Street.

Adjourn

The meeting was adjourned at 5:26 p.m.



Kevin Mayo, Secretary



Rick Heumann, Chairman

Meeting Minutes

Planning and Zoning Commission

Regular Meeting

February 21, 2024 | 5:30 p.m.
Chandler City Council Chambers
88 E. Chicago Street, Chandler, AZ



Call to Order

The meeting was called to order by Chairman Heumann at 5:38 p.m.

Roll Call

Commission Attendance

Chairman Rick Heumann
Vice Chair Sherri Koshiol
Commissioner Michael Quinn
Commissioner Jeff Velasquez
Commissioner Charlotte Golla

Absent

Commissioner Kyle Barichello
Commissioner Rene Lopez

Staff Attendance

Kevin Mayo, Planning Administrator
David de la Torre, Planning Manager
Dana Alvidrez, City Transportation Engineer
Lauren Schumann, Principal Planner
Alisa Petterson, Senior Planner
Ben Cereceres, City Planner
Thomas Allen, Assistant City Attorney
Tyler DelRio, Planning Intern
Emily Nguyen, Planning Intern
Julie San Miguel, Clerk

Pledge of Allegiance

The Pledge of Allegiance was led by Vice Chair Sherri Koshiol.

Scheduled and Unscheduled Public Appearances

Members of the audience may address any item not on the agenda. State Statute prohibits the Board or Commission from discussing an item that is not on the agenda, but the Board or Commission does listen to your concerns and has staff follow up on any questions you raise.

Consent Agenda and Discussion

1. January 17, 2024, Planning and Zoning Commission Meeting Minutes

Move Planning and Zoning Commission approve Planning and Zoning Commission meeting minutes of the Study Session of January 17, 2024, and Regular Meeting of January 17, 2024.

2. PLH23-0066 SILK STOCKING HISTORIC PRESERVATION DISTRICT

Request to establish a Historic Preservation District to recognize, honor, and preserve the historic architectural character of the Silk Stocking Neighborhood which is located generally on the northeast corner of Arizona Avenue and Chandler Boulevard.

Move Planning and Zoning Commission recommend City Council approve PLH23-0066 establishing a Historic Preservation District zoning overlay within a portion of the Silk Stocking neighborhood.

3. PLH22-0028/PLT23-0011 SCHNITZER COMMERCE PARKS

Request Rezoning from Agricultural (AG-1) district to Planned Area Development (PAD) for industrial business park, Preliminary Development Plan (PDP) approval for site layout and building architecture, and Preliminary Plat approval for an industrial business park on two sites; 47.7 acres located at the southwest corner and 37.6 acres located at the southeast corner of Ryan Road and Hamilton Street, generally located one quarter mile east of the southeast corner of Arizona Avenue and Ryan Road.

CHAIRMAN HEUMANN requested staff read aloud the added stipulation.

LAUREN SCHUMANN, PRINCIPAL PLANNER read aloud added PDP Stipulation No 10.

Rezoning

Move Planning and Zoning Commission recommend approval of Rezoning PLH22-0028 Schnitzer Commerce Parks, Rezoning from AG-1 to PAD for an industrial business park, subject to the conditions as recommended by Planning staff.

Preliminary Development Plan

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

Preliminary Plat

Move Planning and Zoning Commission recommend approval of Preliminary Plat, PLT23-0011 Schnitzer Commerce Parks, subject to the condition as recommended by Planning staff.

Recommended Conditions of Approval:

Rezoning

Planning staff recommends Planning and Zoning Commission move to recommend approval of

Rezoning from AG-1 to PAD for industrial business park, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Schnitzer Commerce Parks" and kept on file in the City of Chandler Planning Division, in File No. PHL22-0028, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.
2. Uses permitted include all uses permitted under I-1, ancillary office (excluding medical office), tech-related businesses, automotive accessory sales and installation uses, and recreational assembly uses not exceeding 15% of the total building square footage on the property.
3. The use of a data center as the primary use shall be prohibited.
4. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.
5. Future median openings shall be located and designed in compliance with City-adopted design standards (Technical Design Manual #4).
6. Completion of the construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting to achieve conformance with City codes, standard details, and design manuals.
7. The developer shall be required to install landscaping in the arterial street median(s) adjoining this project. In the event that the landscaping already exists within such median(s), the developer shall be required to upgrade such landscaping to meet current City standards.
8. The landscaping in all rights-of-way shall be maintained by the adjacent property owner or property owners' association.
9. The landscaping in all open-spaces shall be maintained by the adjacent property owner or property owners' association and shall be maintained at a level consistent with or better than at the time of planting.
10. Per the direction of the City Engineer, the developer shall be responsible for off-site improvements for water and sewer extension in Hamilton Street south of the property to Queen Creek Road, if the adjacent Schrader Farms Business Park does not construct prior to construction of Phase 1.

11. If the applicant desires access to the signalized intersection at Hamilton Street and Queen Creek Road, and the half-street improvements between Canary Way and Queen Creek Road have not been completed by Schrader Farms Business Park, the developer must complete the roadway improvements at their expense. The roadway must be paved to a minimum width of 24-feet for two-way traffic and include streetlights. The applicant would enter into a development agreement with Schrader farms and City of Chandler for reimbursement of any off-site improvements that would otherwise have been the responsibility of Schrader Farms Business Park.

Preliminary Development Plan

Planning staff recommends Planning and Zoning Commission move to recommend approval of the Preliminary Development Plan, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "Schnitzer Commerce Parks" and kept on file in the City of Chandler Planning Division, in File No. PLH22-0028, modified by such conditions included at the time the Booklet was approved by the Chandler City Council and/or as thereafter amended, modified or supplemented by the Chandler City Council.
2. 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.

Note: Stipulation #10 was added as a result of the Planning and Zoning's discussion during the Study Session:

10. The Applicant shall work with staff to enhance front elevation pop-outs along Ryan Road.

Preliminary Plat

Planning staff recommends the Planning and Zoning Commission move to recommend approval of the Preliminary Plat subject to the following condition:

1. Approval by the City Engineer and Planning Administrator with regard to the details of all submittals required by code or condition.

4. Notice of Cancellation of the March 6, 2024, Planning and Zoning Commission Hearing

Move Planning and Zoning Commission cancel March 6, 2024, Planning and Zoning Commission Hearing.

Consent Agenda Motion and Vote

CHAIRMAN HEUMANN confirmed no members from the audience wanted to speak on any of the Consent Agenda Items.

COMMISSIONER VELASQUEZ moved to approve the Consent Agenda of the February 21, 2024, Regular Planning and Zoning Commission Meeting, with Corrections to Item No. 1 and PDP Stipulation No. 10 added to Consent Agenda Item No. 3; Seconded by COMMISSIONER QUINN.

Motion carried unanimously; Chairman Heumann abstained from the vote on Consent Agenda Item No 1.

Action Agenda Item No. 5 and Discussion

5. PLH23-0044 QUIKTRIP CONVENIENCE STORE AND GAS STATION

BEN CERECERES, CITY PLANNER presented details regarding the Request to amend the Planned Area Development (PAD) zoning for commercial uses to permit a fuel service station, and Preliminary Development Plan (PDP) approval for site layout and building architecture on approximately 2.5 acres located at the northwest corner of Dobson and Ray Roads.

An Addendum Memo was presented to the Commission, as staff received additional feedback regarding the proposed fuel station after the posting of the memo.

COMMISSIONER QUINN asked staff to clarify the details mentioned during the presentation regarding the lane change.

BEN CERECERES, CITY PLANNER presented the corresponding image and mentioned that a median would be installed to prevent left-hand turns into the Quick Trip along Dobson Road, which would affect northbound traffic and eliminate unsafe turning conditions near the busy intersection.

CHAIRMAN HEUMANN asked about the impact of installing the median on access to the Fry's shopping center located on the northeast corner. He presented concerns regarding the restrictions it would impose on left-hand turns from the center.

BEN CERECERES, CITY PLANNER responded the installation of the median would prevent southbound turns onto Dobson Road.

CHAIRMAN HEUMANN reflected on the staff report questioning the traffic analysis stating that there have been significant changes the original PAD over 25 years ago. He asked if the traffic analysis was based on current conditions or data from 25 years ago.

BEN CERECERES, CITY PLANNER stated the City's Transportation Engineer, Dana Alvidrez, is present and is better equipped to address questions regarding the traffic analysis.

CHAIRMAN HEUMANN asked why the Applicant is expecting less traffic volume compared to the original PAD from over 25 years ago, questioning the rationale behind the anticipated reduction.

DANA ALVIDREZ, CITY TRANSPORTATION ENGINEER explained the traffic impact had been evaluated from various perspectives, comparing the new project with both the original PAD and the previous site. She highlighted the difference in traffic generation between the proposed gas station and a pharmacy, emphasizing the consideration of pass-by trips in their analysis.

CHAIRMAN HEUMANN sought clarification asking if the gas station was going to generate less trips than the pharmacy that was there before.

DANA ALVIDREZ, CITY TRANSPORTATION ENGINEER stated the short answer is yes, and offered an explanation regarding the analysis of traffic impact. She clarified the approach to evaluating trips to a gas station involves recognizing that most are not new trips but rather those already occurring on the road. She explained, these are referred to as "pass-by" trips, where drivers stop to refuel before continuing their journey, once the pass-by trips are removed, the net new trips attributed to the gas station is less than what would be expected from a pharmacy, both during the evening peak hour as well as daily trips.

CHAIRMAN HEUMANN acknowledged and disagreed with the explanation as he has observed Quick Trip generating a lot of traffic. He mentioned that there are a lot of people who are going to want to use their facilities.

VICE CHAIR KOSHIOL asked the City Traffic Engineer if the traffic analysis was based on industry standard or City of Chandler standards. She also sought clarification on how the analysis is completed and if there is a universal method used across Arizona cities.

DANA ALVIDREZ, CITY TRANSPORTATION ENGINEER clarified that the traffic analysis follows national standards, which are consistently applied across most agencies, especially in the valley. She further stated that although some cities may adopt specific standards for certain uses, the methodology used in this case is nationally recognized and widely accepted. She explained that adjustments are allowed for cases based on known specific use, but for convenience and gas stations, the approach is standardized and backed by comprehensive studies conducted nationwide.

CHAIRMAN HEUMANN sought clarification on the traffic figures presented, highlighting a discrepancy in the expected trip counts for a convenience store versus a pharmacy. He pointed out convenience store weekday totals 4100 trips; 3100 of those being pass-by trips, but additional 1000 trips, being a new site. He further mentioned the pharmacy drugstore with a drive thru is 1800 and pointed out there was no drive thru on original pharmacy on that site. He questioned again how the gas station would generate less traffic than what was originally on the site.

DANA ALVIDREZ, CITY TRANSPORTATION ENGINEER clarified that once pass-by trips are subtracted, a gas station is projected to generate 1014 trips and a pharmacy would generate 1800 trips; therefore, a gas station would reduce the overall traffic impact. She pointed out a pharmacy would generate more than 700 trips a day in comparison to a gas station.

COMMISSIONER QUINN asked if the anticipated numbers are going to differ once there is a median and there is no northbound left turn into the site.

DANA ALVIDREZ, CITY TRANSPORTATION ENGINEER clarified that the calculation does not consider the direction of the trips and typically accounts for right-in, right-out movements at gas stations. She explained that left ins are a different calculation as those are more of a diverted trip, therefore these numbers would not be impacted by the median or removing the ability to turn in left.

COMMISSIONER QUINN asked if there was a field observation study to track pedestrian and vehicle traffic across the intersection.

DANA ALVIDREZ, CITY TRANSPORTATION ENGINEER affirmed that an observation study was conducted although the City did not require such. She stated the Applicant provided it as supplementary information and there were no significant findings that would negatively impact the City's position on traffic at the intersection.

CHAIRMAN HEUMANN presented concerns regarding the safety of the intersection stating that he read a report stating this is the third most dangerous intersection in the City of Chandler. He asked if this is one of the most dangerous intersections in the City.

DANA ALVIDREZ, CITY TRANSPORTATION ENGINEER clarified a calculation by MAG has designated this intersection as a high-risk location. She pointed out that the calculation is based on crash volumes, without delving into the crash rate or specifics about the accident locations relative to the intersection.

CHAIRMAN HEUMANN presented concerns about the potential increase in traffic. He pointed out how Quick Trip is known for its appealing convenience store and competitive gas prices and asked if this could increase the number of drivers making U-turns could exacerbating conditions at a this particularly hazardous intersection.

DANA ALVIDREZ, CITY TRANSPORTATION ENGINEER explained there is an ongoing project aimed at improving this intersection as part of a Capital Improvement Project (CIP) that will add dual left turn lanes at this location. She stated the City has secured safety funding and grant funding for this project, which is currently in the design phase and projected for construction around 2025-2026. She further stated that U-turns are not uncommon at arterial intersections such as this and the planned improvements would adequately address the concerns raised.

CHAIRMAN HEUMANN stated that he has observed numerous accidents because of U turns and asked if making U turns is less dangerous than going straight.

DANA ALVIDREZ, CITY TRANSPORTATION ENGINEER responded that she could not provide a straightforward answer to this question as the safety of such maneuvers depends on a variety of factors.

VICE CHAIR KOSHIOL sought clarification on what type of data is used by MAG to classify if a particular intersection is high risk. She asked if it was the number and types of accidents, and whether these incidents occurred directly at the intersection or in its vicinity. She stated that her question is to gain a more comprehensive understanding, or a clearer picture of the safety concerns associated with the intersection, beyond the basic statistics provided in reports.

DANA ALVIDREZ, CITY TRANSPORTATION ENGINEER stated that MAG primarily focuses on the volume of crashes, not necessarily the crash rate or the number of crashes relative to traffic volume. She further stated fatal accidents significantly influence the rankings, with any fatal incident within the observed time frame causing the intersection to rise to the top of the list. She

explained any crash reported by the police at or near the intersection is included in the data, without differentiating the exact location relative to the intersection due to the broad scope of their regional analysis. She clarified this approach differs from citywide analyses, which can afford more detailed scrutiny due to managing smaller data sets.

VICE CHAIR KOSHIOL inquired about the timing and scope of a capital improvement project. She asked for details on when the improvements were planned and whether the project extended beyond medians north and south of an intersection.

DANA ALVIDREZ, CITY TRANSPORTATION ENGINEER responded that the project, which included intersection improvements, was currently under design. She mentioned that federal safety funds had been allocated for construction for the federal fiscal year of 2025/2026, allowing construction to start as early as October 1, 2025. She stated the City anticipates the construction might not begin until after the start of the year due to the bidding process. She further stated the improvements are capacity enhancements, including dual left turns on Dobson north and south of the intersection and significant utility relocation.

VICE CHAIR KOSHIOL asked with the integration of the median with the capital improvement project, which will be eliminating left turn and left out movements at the location, if "pork chops" will be used as a traffic management solution. She mentioned their effectiveness in establishing traffic patterns.

DANA ALVIDREZ, CITY TRANSPORTATION ENGINEER stated that she believed the capital improvement process is currently in the public outreach process, but she would need to communicate with them to be sure. She further stated that Chandler has not had the great success with "pork chops" especially on larger roads as drivers will typically just go around them. She explained that since they have not significantly altered traffic patterns as intended, this is not something the City would typically do at this location.

CHAIRMAN HEUMANN asked about the funding for the project, seeking clarification if the project was fully federally funded.

DANA ALVIDREZ, CITY TRANSPORTATION ENGINEER clarified that the project is not fully federally funded. She explained the improvements tied with safety and the dual left turn are federally funded; however, other enhancements, like bike lanes are not.

CHAIRMAN HEUMANN asked if there would be double left hand turns north and south on Dobson.

DANA ALVIDREZ, CITY TRANSPORTATION ENGINEER responded yes.

CHAIRMAN HEUMANN asked if the improvements were based on the budget and inquired about the possibility of this happening in 2025.

DANA ALVIDREZ, CITY TRANSPORTATION ENGINEER clarified that pushing the project out could affect the federal funding, so hopefully noting changes so the City does not lose funding.

CHAIRMAN HEUMANN presented comments on the rising costs of projects.

DANA ALVIDREZ, CITY TRANSPORTATION ENGINEER stated that anything that is a safety component that goes over budget is eligible for closeout funding, therefore the City can request that to assist with offset on the project.

COMMISSIONER VELASQUEZ inquired about the project's impact on traffic movement. He asked if the improvements north on Dobson that prevent the left turn northbound into QT would also prevent east to west lateral movement from the northeastern Burger King shopping center.

DANA ALVIDREZ, CITY TRANSPORTATION ENGINEER confirmed this would prevent said movement.

VICE CHAIR KOSHIOL asked regarding pedestrian traffic patterns if there was a way to encourage walkers to walk closer to the building instead of cutting across the parking area.

BEN CERECERES, CITY PLANNER stated that he will check with the Applicant on this.

CHAIRMAN HEUMANN presented statements regarding the importance of safety, especially for children from Seton High and Anderson Jr High. He emphasized the need for traffic calming measures. He presented further statements on the size of trees planned for the project.

BEN CERECERES, CITY PLANNER stated the landscape would have to meet code requirements for the minimum size.

CHAIRMAN HEUMANN pointed out that he saw eight-foot on planning versus twelve-foot on planting.

BEN CERECERES, CITY PLANNER stated that if the Commission is requesting twelve-foot trees upon planting he will work with the Applicant to increase the tree size.

COMMISSIONER VELASQUEZ clarified that existing trees were initially counted as equivalent to a 48-inch box, he also recalled that everything had been downsized to a 24-inch box in the schedule. He suggested upgrading the trees to 36-inch boxes especially in the islands. He stated this adjustment would make sense even while still accounting for the larger existing trees.

BEN CERECERES, CITY PLANNER confirmed that he will work with the Applicant on increasing the tree sizes to 36 inches.

CHAIRMAN HEUMANN asked if part of the corner would be removed because of the capital improvement project to widen the road and take some land from the area. He further questioned whether some of the trees currently located at that corner were being counted in the landscaping plan and if some of the trees counted would be affected by the expansion of the intersection.

DANA ALVIDREZ, CITY TRANSPORTATION ENGINEER responded that she does not know for sure as the City is going through the design process and do not have finalized plans. She stated that it should not significantly impact the shrubs in the area or affect the trees, but until the plans are finalized, she cannot say for certain. She mentioned that the plan is to widen only one side to minimize disruption, but the City is still evaluating the feasibility of this approach.

CHAIRMAN HEUMANN reiterated the likely need for an additional 15-feet on each corner to accommodate the double turn lanes and possibly a right-hand turn lane. He thanked City Staff and asked for the Applicant to come forward to present.

BRIAN GREATHOUSE, APPLICANT thanked staff and advised that his presentation will be brief, as much of the content has been covered by staff and discussions. He introduced Daniel Chambers from QT, Jamie Blakeman, a traffic engineer from Lokahi Group who prepared the traffic report, Robert Hannon, civil engineer, and his associate Madison Leake from his firm and advised they are all present to answer any questions. He presented statements regarding the redevelopment of the vacant building that has struggled to find a sustainable purpose for many years, currently generating no traffic but holding entitlements for commercial development, including drive-through services. He pointed out the site's size could potentially accommodate two fast-food restaurants as a permitted use by right, a detail also included in the traffic study. He mentioned this is a three-corner commercial intersection, where the southwest corner currently houses existing single-family homes and stated that the QT would be great land use for the site, being sustainable and beneficial for the community by providing goods and services. He presented the site plan and stated the proposed will utilize two existing driveways for direct access to QT and an additional access point to the west. He emphasized these plans would not change traffic patterns and many of the site's trips would be pass-by trips, already occurring on the road. He further stated the capital improvement project to add a median will significantly improve safety and that most accidents are caused by existing traffic patterns. He pointed out the development's footprint and asphalt area would be smaller than what currently exists on the site, which would increase landscaping and decrease the heat island effect, which is a concern for many cities. He presented images from the perspectives of Dobson Road, Ray Road, and aerial showing the proposed site with landscape buffer and buildings set back far from the roadways, he pointed out the proposed building is more than a football field away from the nearest home. He stated at the neighborhood meeting in October 2023 approximately 25 people attended, and the concerns raised were regarding safety concerns for traffic and the nearby schools. He presented statements regarding the outreach advising that he personally visited Seton, Tutor Time, and the neighborhood, resulting in mostly neutral or supportive

feedback and very few in opposition. He stated that many were looking forward to the development, although this is sentiment different from what will be presented tonight by the opposition who distributed flyers throughout the neighborhood soliciting opposition, which resulted in opposition emails. He stated upon meeting with Seton and Tutor Time, they had objections and mentioned a concern with the dumpster location that the Applicant is working on with Tutor Time. He pointed out the approved plan for the site was not develop as planned and the proposed is for significantly less intense than what was originally intended, and this reduced development intensity compared to the original plans meant less traffic impact than expected. He clarified most trips to the site are identified as pass-by trips, with about 75% of traffic already on the road and emphasized the proposed is using existing driveway locations this is infill redevelopment rather than a new development generating new traffic. He explained QT's strict rules on tobacco and alcohol sales and addressed concerns regarding loitering issues assuring their collaboration with local police to prevent loitering and theft. He further explained stated their policy is to be friendly, fair, and firm in managing loitering and that staff members are trained to handle theft and maintain a welcoming environment that facilitated monitoring and policing of the store. He stated that QT is designated as a safe place where staff members are given training to help with at-risk youth or those who need assistance for domestic violence and presented statements regarding their potential positive impact on local schools. He suggested that the development would provide a convenient place for students to visit after school without having to cross the street and addressed Vice Chair Koshiol's recommendation to add a sidewalk advising that the addition of the sidewalk is a great idea, there no objections to the suggestion and they will add a sidewalk to improve safety for children walking from nearby schools. He presented statements regarding QT's reputation as a company stating the proposed will would create jobs on site or ancillary through vendors. He presented further statements regarding their high-quality food, competitive fuel prices, and generate sales tax revenue for the City, emphasizing that the development would have a lower traffic impact than initially approved plans for the site. He concluded by thanking the Commission and requesting a recommendation for approval of the project.

CHAIRMAN HEUMANN announced the Commissions will have the opportunity to ask the Applicant questions, then the members of the audience will have their chance to speak. He reminded the Applicant that gas stations are not by-right on this site, hence the need to change the PAD and why the Applicant is before the Planning and Zoning Commission. He commented on the addition of a sidewalk for safety, especially for children from the other side of the street coming from Anderson Jr High and stated the proposed cannot be compared to the original plan as it was approved 25 years ago and is not directly applicable to present times. He asked if the gas station would operate 24/7 and what is the sustainability plan for QT as electric vehicles become more prevalent.

BRIAN GREATHOUSE, APPLICANT explained the future of energy, whether it be electric vehicles (EVs), hydrogen, or other alternatives, is a topic we could delve into for hours and stated QT has a dedicated team analyzing the trends in gasoline sales and the demand for EV charging

stations. He further stated currently, they do not offer EV charging or hydrogen fueling stations; however, these are at the forefront of their research and the feasibility of transitioning petroleum to hydrogen at a fueling station is not overly complex. He further explained the transition would require some construction to adjust plumbing and tanks conversion from liquid to gas, but QT has no immediate plans to incorporate these technologies into this gas station project.

CHAIRMAN HEUMANN confirmed there were no further questions or comments from the Commission and announced that members of the public will now have their opportunity to speak.

DAVID MILLER, 1989 W. RAY ROAD introduced himself as the owner of a local Chevron market for 28 years, emphasizing his deep connection to the community and his efforts to maintain a safe, loiter-free environment in partnership with the Chandler police department. He expressed concern over the traffic study conducted for the proposed development as it was conducted by Quick Trip. He asked how the study could conclude that QT would generate less traffic than an Osco and questioned the reports completeness and the implications for local traffic patterns. He stated that he sought the assistance from a seasoned traffic engineer and upon the engineer's review he found it to be significantly lacking with only a third of the study complete. He read aloud the engineer's findings:

"The first part of the study is trip generation which was covered reasonably well, but the second part is called trip distribution, which allocates the general percent of the total trips in a regional orientation of where trips are coming from and going to north, south, east, and west of the site. This is then used to assign the estimate and peak hours directional movements in and out of the site driveways which were it was never addressed. Very important to know they did not do parts two and three. I am surprised the city staff accepted this report, it will be important to estimate east bound Ray Road arriving from the west, some will make a U turn and others will use the Tutor Time driveway at the median break. Many drivers would use the shortcut through the Tutor Time driveway how many what percentage, quarter, half, three quarters; the TIS consultant's failure to estimate traffic impact including Q links on the congestion of Ray and Dobson road at the signals and a half mile in both directions from Ray within the half mile Dobson both directions. Special traffic capacity software's used to compare the traffic carrying capacity and so on, because of the serious shortcomings of the TIS, you should ask the Planning and Zoning Commission to hold off on any decision until a TIS is fully completed.

He advised this is the traffic engineer quick analysis of the traffic study and he has his resume attached to the findings. He stated that the traffic engineer could do an additional study or work with the City's traffic engineer and emphasized that the traffic study conducted for the proposed is an incomplete traffic study and does not address

the main points of what could be going to happen at this intersection. He presented further concerns regarding traffic safety, referencing a study that ranked the intersection the third most dangerous in Chandler. He advised that he and his team also conducted community outreach and obtained over 500 petition signatures from residents who opposed the Quick Trip at this location. He further advised that nearby schools including Seton and Tutor Time were in opposition due to traffic safety concerns for students. He pointed out the high traffic volume of over 64,000 cars per day at the intersection, emphasizing the potential increase in traffic and safety risks associated with a new Quick Trip. He presented statements regarding the median capital improvement project potentially exacerbating traffic congestion and safety issues due to the increased use of the Tutor Time driveway or U-turns to get into the site.

CHAIRMAN HEUMANN announced that Mr. Miller's time was up, and the next speaker would be called.

DAVID MILLER, 1989 W. RAY ROAD asked if he could leave documents for review.

CHAIRMAN HEUMANN advised Mr. Miller to give his documents to the clerk and called the next speaker, Phillip Butler.

PHILLIP BUTLER, 1989 W. RAY ROAD introduced himself as the general manager of Chevron with 22 years of service. He shared his observations on the worsening traffic conditions at the intersection and described the challenges drivers face getting out on to the road, particularly during rush hours, which is the same time school lets out and parents are picking up children at the day care. He stated these conditions would get worse with a new QT increasing traffic and potentially leading to more accidents. He presented concerns about the safety and security issues gas stations often face, such as loitering by homeless, panhandlers, drug users, and criminals. He highlighted Chevron's proactive measures to maintain a safe environment, contrasting with QT and larger chains less stringent approaches, which he feared could endanger customers, employees, and schoolchildren. He urged the Planning and Zoning Commission to seriously consider these points as approving the QT development could lead to irreversible consequences for the community's safety and intersection.

CHAIRMAN HEUMANN thanked the speaker and called the next speaker, Jeff Lang.

JEFF LANG, 2338 W. ORCHID LANE introduced himself as a resident of the Dobson Terrace subdivision located near the corner of Dobson and Ray, residing directly behind the proposed site. He advised that the Applicant did not knock on his door during outreach efforts and expressed concerns due to safety risks. He advised that his background is in education and stressed the importance of promoting productive and healthy life choices for students. He presented concern that a new QT would contradict these values by selling junk food, sodas, cigarettes, tobacco, and alcohol. He presented additional concerns about traffic safety, especially

for young students crossing the street who would be less visible to drivers, increasing the risk of accidents. He stated at the October neighborhood meeting he asked QT how they manage issues with loiterers and the homeless population, and their answer was that they give their staff training. He advised subsequently he has visited some QT stores and asked staff members who indicated that they were not provided training for such situations. He concluded by asking the Commission to consider developments that would positively contribute to the community, rather than something that could make it worse.

CHAIRMAN HEUMANN thanked the speaker and called the next speaker, Mike Colland.

MIKE COLLAND, 2180 W. SHANNON STREET introduced himself as a past city worker who currently resides near the southwest corner of Ray and Dobson. He shared that he has a child who attends Seton and he himself is a member of the booster club and his wife is actively involved. He mentioned that they should have put his out to constituents based on the significant foot traffic. He urged the commission members to personally observe the traffic conditions near the site at 7:50 a.m. or 3:00 p.m., as Anderson Elementary and Andersen Jr. High, Seton Catholic, and Goodman School all generate a lot of traffic and pedestrian activity. He stated that Seton has a closed campus for lunch, but on Fridays with early dismissal, there is a lot of activity exacerbating the usual traffic and pedestrian congestion. He further stated that he is in the development business and is not opposed to development per se but expressed concern over the proposed project's potential impact on traffic, especially with a daycare center and several schools nearby. He explained there are serious accidents at that intersection at least once or twice a week although the City has made efforts to improve safety. He asked if City staff could conduct further study as this intersection is particularly hazardous. He stated that QT's approach to community outreach could have been improved by sending advance notice of door-to-door visits and concluded by urging the Commission to observe the intersection on a school day to directly to grasp the extent of the existing traffic and safety conditions.

CHAIRMAN HEUMANN thanked the speaker and called the next speaker, Thomas Senseman

THOMAS SENSEMAN 1371 N. CARRIAGE LANE introduced himself as a resident who lives north of Seton High School. He expressed admiration for QT, describing it as a high-quality organization known for purchasing additional land for better ingress and egress; however, despite his positive view of QT he is concerned about traffic getting in and out of the site. He stated that he a construction and development professional and does not specialize in traffic studies, but common sense indicates the QT will attract more traffic than the existing gas station across the street and predicted that drivers would likely take shortcuts through nearby areas, including a school zone, to access QT, posing safety risks even with the addition of a median. He recognized QT's practice of ensuring safe entry and exit points on their properties but does not believe that the proposed site provides sufficient space for this. He stated although the traffic report states otherwise that QT would create more traffic than a Osco or Walgreens and that this is a "recipe for disaster" due to the high traffic volume and proximity to schools. He stated

even on the weekends there is still the constant presence of children and pedestrians in the area and placing a QT there would be a bad idea.

CHAIRMAN HEUMANN announced there was a speaker card from an individual who did not wish to speak. MELISSA PIZZO, 117 N. PECAN DRIVE indicated that she is opposed to this item based on safety, security, and increased traffic. He further announced the speaker cards have been called and asked if there were any members of the audience who would like to present statements.

DUANE LIDMAN, 2301 W. PALOMINO DRIVE asked if the capital improvement project median for Dobson that prevents drivers from turning left into QT would also prevent those going southbound from turning east into Frys and if drivers will have to make a U-turn.

DANA ALVIDREZ, CITY TRANSPORTATION ENGINEER stated the future median will not block the driveway that is north of the fence.

CHAIRMAN HEUMANN asked staff to present the image of the street to give the Commission a better view. He asked if the left-hand turn is going to be closed off how drivers will be able to get into Frys.

DANA ALVIDREZ, CITY TRANSPORTATION ENGINEER stated that a left turn can still be executed going into Frys at the area north of the entrance near Pesto's Italian Kitchen.

CHAIRMAN HEUMANN asked if anyone consulted Fry's about cutting off their ingress and egress as this is a busy location and if drivers will be able to make a left hand turn onto Dobson going southbound.

DANA ALVIDREZ, CITY TRANSPORTATION ENGINEER confirmed that drivers could still execute a left hand turn on Dobson.

CHAIRMAN HEUMANN asked if there were any members of the audience who would like to speak.

ERICA DIAL, 2021 W. TYSON presented statements regarding the difficulty to get community members who supported the QT to appear, and there are many more who approve the project than those who oppose it. She stated that her and her husband visit local restaurants and have found that most people in the area support and are excited for the QT. She stated the area needs increased competition for better gas prices and mentioned that she likes QT and is willing to drive further to get gas from there.

CHANNING BROWN, 2323 W. ALBA WAY introduced himself as a coach at Seton for the past 12 years and explained his familiarity with the area. He stated that he drives through the

intersection two to three times a day and that putting a median there would be a disaster for young drivers from the high school. He presented concerns that the median would lead to vehicular accidents due to the erratic driving habits of high school students trying to get out of the school parking lot and going across the street. He explained he frequents the Burger King and Frys as part of his weekly routine and that he has observed numerous accidents and near-misses. He emphasized the need for safety especially given that students are not always cautious drivers or pedestrians and sometimes they run into the street to cross the road. He stated as a coach he is concerned with the potential risks associated with increased traffic and construction.

MEREDITH MOORE 1581 W CORONA DRIVE stated that she has no objections to the QT itself and pointed out the recurring concern for those who oppose the project are traffic and safety. She stated the capital improvement project to add the median to improve traffic safety will be contradicted by adding the QT. She is concerned the benefits from the capital improvement plan will be cancel out by the increased traffic volume generated by QT. She asked for a more thorough examination of traffic flow especially if the prior reports were not complete. She stated that she frequents the Frys and customers will have issues using the entrance by the Pesto's.

MELISSA LALICH, 265 NORTH COLORADO STREET stated that she likes QT and praised it for its free air service for tires and food. She further stated her main concern is safety issues associated with U-turns and pointed out that she often must make U turns to get into QT, like the location on South Arizona Avenue. She described the complexity of turning into the other QT location and stated that she believes that U turns are more dangerous as the driver must be mindful of pedestrians crossing and other vehicles making right turns simultaneously. She presented concerns regarding increased traffic and emphasized the primary concern should be the safety of children. She presented further concerns regarding the duration time for green arrows and risky driving behaviors that could emerge from such quick durations. She stated if the QT proceeds, the City should review of the timing of traffic lights, particularly the green arrows, to mitigate the increased traffic risks.

CHAIRMAN HEUMANN confirmed that there were no more speakers from the audience and closed the floor to public comments. He pointed out that the intersection of Dobson and Chandler Boulevard was expanded to seven lanes and while vehicular traffic benefited, it introduced challenges for pedestrian safety. He asked once this intersection is widened, what is the safety factor for children, particularly those from Anderson Junior High and Anderson Elementary School who might need to cross this broad intersection.

DANA ALVIDREZ, CITY TRANSPORTATION ENGINEER clarified when intersections are widened then the crossing times are also lengthened to accommodate to the longer walk time.

VICE CHAIR KOSHIOL asked if the City takes a comprehensive approach and will conduct further traffic analysis within the context of capital improvement projects. She further inquired whether

the City conducts these analyses in-house or hires external consultants to evaluate traffic, signal timing optimization, traffic flow progression from all directions, and the design of turn lanes at critical intersections. She emphasized the importance of detailed traffic studies, especially in areas close to schools, due to the higher concentration of young and inexperienced drivers. She clarified her question and asked the City plans to conduct traffic analyses and incorporate safety measures into the final design of the capital improvement project to add the median.

DANA ALVIDREZ, CITY TRANSPORTATION ENGINEER stated at the specified location, the project was to include both the discussed driveway leading into the area as well as the northern driveway, which would continue to provide full access to the premises. She further stated that the City analyzes these aspects using a consultant for the majority of the assessment, especially concerning the adjustment of traffic movements and their alternative routes if direct access was restricted. She explained the consultant's analysis is instrumental in determining the necessary adjustments, such as the required storage capacity at the site to accommodate the proposed changes. She mentioned internal resources are used for analysis of signal timing and stated a preliminary study was conducted to outline concepts for the project, which was crucial in securing safety funding. She stated the City has a general idea, but the next step will involve detailed design aimed to refine these plans and offer more comprehensive insights.

VICE CHAIR KOSHIOL pointed out one of the comments concerning the information submitted by the Applicant, referenced the Traffic Impact Study (TIS) versus a Traffic Impact Assessment (TIA). She asked what was the general differences between the two types of evaluations and what conditions might necessitate one over the other, and what kind of information is provided.

DANA ALVIDREZ, CITY TRANSPORTATION ENGINEER presented statements regarding the necessity for a traffic study, the less comprehensive version known as a traffic statement, or the absence of a requirement for either. She clarified that in this instance, a traffic study was not required because the proposed use of the site was not anticipated to be more intensive than previously approved uses or what could potentially be constructed on the site, such as a fast-food establishment. She explained the permitted uses by right could, in theory, result in more intensive traffic than what was being proposed and although the City did not require a traffic study, the Applicant voluntarily submitted one, which was reviewed by the City. She further explained, had a study been required, it would have been a traffic statement focusing primarily on trip generation based on what was previously approved versus the current proposal. She pointed out this study did not cover trip distribution or driveway movements, analyses that would be included in a full traffic impact study. She reiterated there is criteria for when a full traffic impact study is necessary, but in this case, it was deemed unnecessary.

CHAIRMAN HEUMANN presented concerns regarding the repeated reference to what was approved 25 years ago as it was not built, and the comparison seems irrelevant. He sought clarification on the safety implications of U turns, asking other than red light cameras, red light

runners and speed; is making a U turn, considered one of the more dangerous the probably the next most dangerous some of the intersection?

DANA ALVIDREZ, CITY TRANSPORTATION ENGINEER clarified U turns are not the dangerous at intersections and issues are typically caused by the driver turning right not paying attention to those making U turns.

CHAIRMAN HEUMANN mentioned in a perfect world that would not happen, but drivers do not pay attention.

DANA ALVIDREZ, CITY TRANSPORTATION ENGINEER explained that if there is an increase of accidents or safety reason the City has the right to prohibit U turns.

CHAIRMAN HEUMANN stated there are plenty of places in Chandler that prohibit U turns and it does not stop drivers. He thanked the City Transportation Engineer and asked the Applicant for rebuttal.

BRIAN GREATHOUSE, APPLICANT stated he will be brief as the recurring themes seem to be traffic, schools, and safety. He clarified his earlier statements regarding what was approved within the PAD, emphasizing that he did not intend to suggest a gas station had been approved or that the entire PAD could be developed; however, under the current PAD uses include two drive-thru facilities. He stated these comments were meant to specify that the potential traffic impact of the proposed development was analyzed and found to be very similar to that of one or two fast food restaurants, which are permitted uses for the site. He presented statements regarding traffic flow for eastbound traffic on Ray Road, noting three options for drivers: a left turn at a median break further west, a U-turn, and a Chevron gas station across the street as an alternative to the proposed development for refueling. He stated these options were looked at as an advantage as other locations have limited accessibility where the only option is a U turn. He pointed out currently some drivers would have to make a U turn into Chevron, so QT could help with those drivers. He stated a pedestrian count was conducted on a typical weekday, October 17, 2023, from 7:00 a.m. to 8:15 a.m. which only counted 4 students and in the afternoon between 2:30 p.m. to 4:00 p.m. there were 2 students.

CHAIRMAN HEUMANN asked if the pedestrian count was conducted during fall break.

BRIAN GREATHOUSE, APPLICANT confirmed that school was in session on the date of the study. He presented statements regarding the opposition feedback and how a common aspect of development projects is that people in opposition come out in droves although many people are in support of the project. He stated in conducting direct engagement with the neighborhood they spoke to seven people and only one was in opposition. He explained that he has worked on several other QTs and the debate is similar at almost every site with lots of supporters and

others who do not want the development near them. He thanked the Commission and requested a recommendation of approval.

CHAIRMAN HEUMANN confirmed there were no questions or comments for the Applicant and closed the floor. He acknowledged his positive experiences with Quick Trip and his concerns are of land use and the intensity of the proposed development. He explained his safety concerns are related to student pedestrians as this is one of the most dangerous intersections in Chandler and he would like to hear some of the other Commission Member's thoughts.

VICE CHAIR KOSHIOL acknowledged the valuable input from the community members living near the proposed development site. She thanked them for their comments and emphasized the importance of their opinions in the process. She stated the QT presents an opportunity to transform an underutilized corner into something that benefits the local community and with considerations for traffic mitigation and operational management of the facility this is a good addition to the corner.

CHAIRMAN HEUMANN confirmed there were no further questions or comments from the Commission on this item.

Action Agenda Item No. 5 Motion and Vote

Rezoning

Move Planning and Zoning Commission recommend approval of PLH23-0044 QuikTrip Convenience Store and Gas Station, amendment to the Planned Area Development (PAD) zoning for commercial uses to permit a fuel service station, subject to the conditions as recommended by Planning staff.

Preliminary Development Plan

Move Planning and Zoning Commission recommend approval of Preliminary Development Plan PLH23-0044 QuikTrip Convenience Store and Gas Station for site layout and building architecture, subject to the conditions as recommended by Planning staff.

Recommended Conditions of Approval:

Rezoning

Planning staff recommends Planning and Zoning Commission move to recommend approval to amend the Planned Area Development (PAD) zoning for commercial uses to permit a fuel services 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 staff recommends Planning and Zoning Commission move to recommend approval of the Preliminary Development Plan, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet entitled "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.

VICE CHAIR KOSHIOL moved to approve Action Agenda Item No. 5 of the February 21, 2024, Planning and Zoning Commission Meeting with the addition of sidewalk and larger tree sizes; Seconded by COMMISSIONER GOLLA.

Motion carried by majority (4-1), Chairman Heumann dissenting.

Member Comments/Announcements

CHAIRMAN HEUMANN reminded the audience that the Planning and Zoning Commission is recommending body to the City Council and for those would like to be heard on this item can speak at the City Council meeting. He asked staff when this item will go before council.

DAVID DE LA TORRE, PLANNING MANAGER stated this agenda item will be heard before City Council on Thursday, March 21, 2024.

CHAIRMAN HEUMANN announced there are several upcoming events in Chandler including the Ostrich Festival in March. He encouraged everyone to check out the City of Chandler and Chandler Chamber of Commerce website for more information.

Calendar

The next regular meeting will be held on Wednesday, March 20, 2024, in the Chandler City Council Chambers, 88 E. Chicago Street.

Informational Items

Adjourn

The meeting was adjourned at 7:04 p.m.



Kevin Mayo, Secretary



Rick Heumann, Chairman



City Council Memorandum Development Services Memo No. CC 24-020

Date: May 06, 2024
To: Mayor and Council
From: Development Services Department
Subject: March 20, 2024, Planning and Zoning Commission Meeting Minutes

Attachments

- March 20, 2024 Study Session Minutes
- March 20, 2024 Regular Meeting Minutes

Meeting Minutes

Planning and Zoning Commission

Study Session

March 20, 2024 | 5:15 p.m.
Chandler City Council Chambers
88 E. Chicago Street, Chandler, AZ



Call to Order

The meeting was called to order by Chairman Heumann at 5:15 p.m.

Roll Call

Commission Attendance

Chairman Rick Heumann
Vice Chair Sherri Koshiol
Commissioner Michael Quinn
Commissioner Kyle Barichello

Staff Attendance

Kevin Mayo, Planning Administrator
David de la Torre, Planning Manager
Alisa Petterson, Senior Planner
Tawn Kao, Assistant City Attorney
Julie San Miguel, Clerk

Absent

Commissioner Jeff Velasquez
Commissioner Rene Lopez
Commissioner Charlotte Golla

Scheduled/Unscheduled Public Appearances

Members of the audience may address any item not on the agenda. State Statute prohibits the Board or Commission from discussing an item that is not on the agenda, but the Board or Commission does listen to your concerns and has staff follow up on any questions you raise.

Consent Agenda and Discussion

1. February 21, 2024, Planning and Zoning Commission Meeting Minutes

Move Planning and Zoning Commission approve Planning and Zoning Commission meeting minutes of the Study Session of February 21, 2024, and Regular Meeting of February 21, 2024.

CHAIRMAN HEUMANN confirmed there were no questions or comments from the Commission Members.

2. **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. The subject site is located at 2500 W. Frye Road, generally located ½ mile south and east of Chandler Boulevard and Price Road.

Move Planning and Zoning Commission continue the request to the April 17, 2024, meeting for Rezoning and Preliminary Development Plan PLH23-0063 CBREIM Frye, due to applicant's requesting additional time, as recommended by Planning staff.

CHAIRMAN HEUMANN confirmed there were no questions or comments from the Commission Members.

3. **PLH23-0055 IRGENS ASCEND**

ALISA PETTERSON, SENIOR PLANNER presented details regarding the Request to amend the Planned Area Development (PAD) zoning to allow showroom uses west of Cooper Road within the Chandler Airport Center and Preliminary Development Plan (PDP) approval for an industrial building and a showroom building. The subject site is approximately 21 acres and is located at the northwest corner of Germann and Cooper Roads.

CHAIRMAN HEUMANN confirmed there were no questions or comments from the Commission Members.

4. **Notice of Cancellation of the April 3, 2024, Planning and Zoning Commission Hearing**

Move Planning and Zoning Commission cancel April 3, 2024, Planning and Zoning Commission Hearing.

Calendar

The next Study Session will be held before the Regular Meeting on Wednesday, April 17, 2024, in the Chandler City Council Chambers, 88 E. Chicago Street, Chandler, Arizona.

Adjourn

The meeting was adjourned at 5:24 p.m.



Kevin Mayo, Secretary



Rick Heumann, Chairman

Meeting Minutes

Planning and Zoning Commission

Regular Meeting

March 20, 2024 | 5:30 p.m.
Chandler City Council Chambers
88 E. Chicago Street, Chandler, AZ



Call to Order

The meeting was called to order by Chairman Heumann at 5:30 p.m.

Roll Call

Commission Attendance

Chairman Rick Heumann
Vice Chair Sherri Koshiol
Commissioner Michael Quinn
Commissioner Kyle Barichello

Staff Attendance

Kevin Mayo, Planning Administrator
David de la Torre, Planning Manager
Alisa Petterson, Senior Planner
Tawn Kao, Assistant City Attorney
Julie San Miguel, Clerk

Absent

Commissioner Jeff Velasquez
Commissioner Rene Lopez
Commissioner Charlotte Golla

Pledge of Allegiance

The Pledge of Allegiance was led by Commissioner Barichello.

Scheduled and Unscheduled Public Appearances

Members of the audience may address any item not on the agenda. State Statute prohibits the Board or Commission from discussing an item that is not on the agenda, but the Board or Commission does listen to your concerns and has staff follow up on any questions you raise.

Consent Agenda and Discussion

1. February 21, 2024, Planning and Zoning Commission Meeting Minutes

Move Planning and Zoning Commission approve Planning and Zoning Commission meeting minutes of the Study Session of February 21, 2024, and Regular Meeting of February 21, 2024.

2. 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. The subject site is located at 2500 W. Frye Road, generally located ½ mile south and east of Chandler Boulevard and Price Road.

Move Planning and Zoning Commission continue the request to the April 17, 2024, meeting for Rezoning and Preliminary Development Plan PLH23-0063 CBREIM Frye, due to applicant's requesting additional time, as recommended by Planning staff.

3. PLH23-0055 IRGENS ASCEND

Request Rezoning from Agricultural (AG-1) district to Planned Area Development (PAD) for industrial business park, Preliminary Development Plan (PDP) approval for site layout and building architecture, and Preliminary Plat approval for an industrial business park on two sites; 47.7 acres located at the southwest corner and 37.6 acres located at the southeast corner of Ryan Road and Hamilton Street, generally located one quarter mile east of the southeast corner of Arizona Avenue and Ryan Road.

Rezoning

Move Planning and Zoning Commission recommend approval of Rezoning PLH23-0055 Irgens Ascend, amending the Planned Area Development (PAD) zoning to allow showroom uses west of Cooper Road within the Chandler Airport Center, subject to the conditions as recommended by Planning staff.

Preliminary Development Plan

Move Planning and Zoning Commission recommend approval of 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 staff.

Recommended Conditions of Approval

Rezoning

Planning staff recommends Planning and Zoning Commission move to recommend approval of 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 west of Cooper Road within the Chandler Airport Center.
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 staff recommends Planning and Zoning Commission move to recommend approval of the Preliminary Development Plan, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "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.

4. Notice of Cancellation of the March 6, 2024, Planning and Zoning Commission Hearing

Move Planning and Zoning Commission cancel March 6, 2024, Planning and Zoning Commission Hearing.

Consent Agenda Motion and Vote

COMMISSIONER QUINN moved to approve the Consent Agenda of the March 20, 2024, Regular Planning and Zoning Commission Meeting; Seconded by COMMISSIONER BARICHELLO.

Member Comments/Announcements

CHAIRMAN HEUMANN wished everyone a Happy Easter.

Calendar

The next regular meeting will be held on Wednesday, April 17, 2024, in the Chandler City Council Chambers, 88 E. Chicago Street, Chandler, Arizona.

Adjourn

The meeting was adjourned at 5:32 p.m.



Kevin Mayo, Secretary



Rick Heumann, Chairman