

REVISED



City Council Study Session

Monday, June 24, 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, June 24, 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. Recognition - CIVIC Graduation
2. Recognition - Pretty Precise Step Team
3. Proclamation - Park and Recreation Month

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 of June 10, 2024, the Study Session of June 10, 2024, the Special Meeting of June 13, 2024, the Regular Meeting of June 13, 2024, and the Special Meeting - Budget Adoption of June 13, 2024.



City Magistrate

2. **Agreement No. CC4-961-4762 for Public Defender Services**

Move City Council approve Agreement No. CC4-961-4762, for public defender services, with Michael J. Smith, Attorney at Law; Elizabeth Gonzalez, AJ Law Group, PLC; Jared Allen, Law Office of Jared Allen PLLC; Ursula H. Kanjoma, Gordwin Law, PLLC; Manny A. Jacobo, Jacobo Law Firm, PLLC; Alex D. Gonzalez, Attorney at Law; and Christopher J. Palmisano, The Law Offices of Christopher J. Palmisano, PLC, for public defender services, in an amount not to exceed \$427,000, for the period of one year, beginning July 1, 2024, through June 30, 2025, with the option of up to four one-year extensions.


Council Focus Area(s): 



Cultural Development

3. **Resolution No. 5817, Authorizing the Enhanced Municipal Services District (EMSD) Agreement for Fiscal Year 2024-25 between the City of Chandler and the Downtown Chandler Community Partnership, and Authorizing the City's Voluntary Contribution to the EMSD in the Amount of \$130,981**

Move City Council pass and adopt Resolution No. 5817, authorizing the Enhanced Municipal Services District (EMSD) Agreement for Fiscal Year 2024-25 between the City of Chandler and the Downtown Chandler Community Partnership, and authorizing the City's voluntary contribution to the EMSD in the amount of \$130,981.

Council Focus Area(s): 



Development Services


4. **Final Adoption of Ordinance No. 5103, Annexation ANX23-0003, Approving the Annexation of 13.57 Acres, Located South of the Southeast Corner of Arizona Avenue and Germann Road**

Move City Council adopt Ordinance No. 5103 approving ANX23-0003 Annexation of 13.57 acres located at the southeast corner of Arizona Ave and Germann Road, as recommended by Planning staff.

Council Focus Area(s): 

5. **Final Adoption of Ordinance No. 5102, Rezoning, PLH23-0070 Chandler Palms Medical Offices, Located at 500 N. Juniper Drive, Generally Located 1/2 Mile North and West of Chandler Boulevard and McClintock Drive**

Move City Council adopt Ordinance No. 5102 approving PLH23-0070 Chandler Palms Medical Offices, amending the existing PAD zoning to allow medical office uses, subject to the conditions as recommended by Planning and Zoning Commission.

Council Focus Area(s): 

6. **Final Adoption of Ordinance No. 5101, Rezoning, PLH23-0057 Guerrero Residence, Located at 943, 953 and 963 North Mill Avenue, Generally Located ½ Mile East of the Southeast Corner of Kyrene and Ray Roads**
Move City Council adopt Ordinance No. 5101 approving PLH23-0057 Guerrero Residence, Rezoning from Agricultural District (AG-1) to Planned Area Development (PAD) for Single-Family Residential with reduced setbacks, subject to the conditions as recommended by Planning and Zoning Commission.

Council Focus Area(s): 

7. **Resolution No. 5821 Development Agreement, Introduction and Tentative Adoption of Ordinance No. 5105 Rezoning, and Preliminary Development Plan; PLH23-0063 CBREIM Frye, Located at 2500 West Frye Road, Generally Located at the Northwest Corner of Frye Road and Ellis Street (Continued from the Regular Meeting of May 9, 2024)**

Development Agreement


Move City Council pass and adopt Resolution No. 5821, authorizing a Development Agreement between the City of Chandler and CPUS West Frye Road, LP, related to the development and operation of an expanded data center on the property, including removal of water-based cooling equipment at the existing data center.

Rezoning

Move City Council introduce and tentatively adopt Ordinance No. 5105 approving PLH23-0063 CBREIM Frye, Rezoning from Planned Industrial District (I-1) and Planned Area Development (PAD) for Office Development to PAD for Data Center uses and Planned Industrial (I-1) uses with a Mid-Rise Overlay for building heights up to 95 feet, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Development Plan

Move City Council approve Preliminary Development Plan PLH23-0063 CBREIM Frye for site layout and building architecture for the expansion of an existing data center on approximately 14.5 acres, subject to conditions as recommended by Planning staff.

Council Focus Area(s): 

8. **Use Permit, PLH24-0003 El Oasis, Located at 482 E. Erie Street, Approximately 1/4 Mile North of the Northwest Corner of Chandler Boulevard and Hamilton Street**

Move City Council approve Use Permit PLH24-0003 El Oasis, approving a time extension to a operate a community center and community garden, subject to the conditions recommended by Planning and Zoning Commission.


Council Focus Area(s): 



Economic Development


9. **Resolution No. 5809 Approving an Amendment to the Intergovernmental Agreement Between the City of Chandler and the Arizona Board of Regents, on Behalf of Arizona State University, for the Delivery of Business Incubator and Ecosystem Building Services, in an Amount Not to Exceed \$275,000 Annually**

Move City Council pass and adopt Resolution No. 5809 approving an amendment to the Intergovernmental Agreement between the City of Chandler and the Arizona Board of Regents, on behalf of Arizona State University, for the delivery of business incubator and ecosystem building services, in an amount not to exceed \$275,000 annually, for the period of one year, beginning July 1, 2024, through June 30, 2025.

Council Focus Area(s): 

10. **Agreement No. ED3-920-4587, Amendment No. 1, for Search Engine Optimization and Pay Per Click Services**

Move City Council approve Agreement No. ED3-920-4587, Amendment No. 1, with Simpleview Worldwide, Inc., for search engine optimization and pay per click services, in an amount not to exceed \$109,200, for a one-year period, beginning July 1, 2024, through June 30, 2025.


Council Focus Area(s): 



Fire Department


11. **Resolution No. 5819 Approving an Intergovernmental Agreement Extension between the City of Chandler and the Chandler County Island Fire District for the Provision of Emergency Services**

Move City Council pass and adopt Resolution No. 5819 approving an Intergovernmental Agreement (IGA) extension between the City of Chandler and the Chandler County Island Fire District for the provision of emergency services.

Council Focus Area(s): 


12. **Resolution No. 5816 Approving and Authorizing a Collaboration Agreement between Arizona State University and the City of Chandler for Participation in the AmeriCorps Program**

Move City Council pass and adopt Resolution No. 5816 authorizing a Collaboration Agreement with the Arizona Board of Regents, for and on behalf of Arizona State University, for participation in the AmeriCorps Program.

Council Focus Area(s): 


13. **Resolution No. 5807 Approving and Authorizing a Universal Affiliation Agreement Between Northern Arizona University and the City of Chandler**

Move City Council pass and adopt Resolution No. 5807 authorizing an Intergovernmental Agreement (IGA) with the Arizona Board of Regents, for and on behalf of Northern Arizona University, for student participation in internships, clinical rotations, and other educational experiences with the Chandler Fire Department (CFD).

Council Focus Area(s): 

14. **Resolution No. 5803 Approving and Authorizing a Student Placement Agreement Between Arizona State University and the City of Chandler**

Move City Council pass and adopt Resolution No. 5803 authorizing the Mayor to execute a Student Placement Agreement between Arizona State University and the City of Chandler for the Chandler Fire Department Crisis Response Unit.

Council Focus Area(s): 

15. **Agreement No. FD4-948-4766, First Responder Cancer Screenings**


Move City Council approve Agreement No. FD4-948-4766, with Vincere Physicians Group, PLLC, dba Vincere Cancer Center, for first responder cancer screenings, in an amount not to exceed \$550,000, for the period of one year, beginning July 1, 2024, through June 30, 2025.



Human Resources


16. **Resolution No. 5760 Amending Personnel Rule 15, Sections 4, Vacation Leave Accrual; 5, Maximum Accrual of Vacation Credits; 10, Statutory Sick Leave; 14, Bereavement Leave; 15, Military Special Leave; 17, Special Leave without Pay; 18, Extended Special Leave without Pay; 20, Doctor's Release; 21, Payment of Sick Leave; and 23, Administrative Leave**

Move City Council pass and adopt Resolution No. 5760, amending Personnel Rule 15, Sections 4, Vacation Leave Accrual; 5, Maximum Accrual of Vacation Credits; 10, Statutory Sick Leave; 14, Bereavement Leave; 15, Military Special Leave; 17, Special Leave without Pay; 18, Extended Special Leave without Pay; 20, Doctor's Release; 21, Payment of Sick Leave; and 23, Administrative Leave

Council Focus Area(s): 

17. **Agreement No. HR3-953-4609, Amendment No. 1, with Nationwide Retirement Solutions, Inc., for Deferred Compensation 457 Plan and Post Employment Health Plan Administration, Investment, and Trust Services**

Move City Council approve Agreement No. HR3-953-4609, Amendment No. 1, with Nationwide Retirement Solutions, Inc., for Deferred Compensation 457 Plan and Post Employment Health Plan administration, investment, and trust services.

Council Focus Area(s): 



Law

18. **Renewal of Commercial Insurance and Services for Fiscal Year (FY) 2024-25**
Move City Council approve the renewal of commercial insurance and services for FY 2024-25 and authorize the City Attorney and Human Resources Director to sign all documents related to obtaining commercial insurance and services in an amount not to exceed \$3,929,813.




Management Services

19. **Ordinance No. 5095, Levying upon the Assessed Valuation of the Property within the City of Chandler, Arizona, Subject to Taxation a Certain Sum Upon Each One Hundred Dollars (\$100) of Assessed Valuation Sufficient to Raise the Amount Estimated to be Required in the Annual Budget, less the Amount to be Received from Other Sources of Revenue; Providing Funds for Various Bond Redemptions, for the Purpose of Paying Interest Upon Bonded Indebtedness and Providing Funds for General Municipal Expenses, all for the Fiscal Year Ending the 30th Day of June, 2025**
Move City Council adopt Ordinance No. 5095, levying upon the assessed valuation of the property within the City of Chandler, Arizona, subject to taxation a certain sum upon each one hundred dollars (\$100) of assessed valuation sufficient to raise the amount estimated to be required in the annual budget, less the amount to be received from other sources of revenue; providing funds for various bond redemptions, for the purpose of paying interest upon bonded indebtedness and providing funds for general municipal expenses, all for the Fiscal Year ending the 30th day of June, 2025.

Council Focus Area(s): 

20. **Introduction of Ordinance No. 5087 Amending City Code Chapter 45, Renaming the Chapter to Stormwater Drainage and Pollution Prevention and Adding or Amending Sections 45-1 to 45-12, Related to the Regulation of Stormwater Retention and Pollution Prevention**

Move City Council introduce and tentatively adopt Ordinance No. 5087, amending City Code Chapter 45 Storm Drainage requirements by adding definitions, declaring stormwater pollution to be a public nuisance, declaring that altering or failing to maintain a stormwater collection system is a public nuisance, providing for enforcement through civil citation or criminal enforcement for willful violations or habitual offenders, adding construction and post-construction stormwater runoff/release control requirements, and providing for appeals.

Council Focus Area(s): 

21. **Resolution No. 5815, Designating the Chief Fiscal Officer for Officially Submitting the Fiscal Year 2025 Expenditure Limitation Report to the Arizona Auditor General**

Move City Council pass and adopt Resolution No. 5815, designating the Chief Fiscal Officer for officially submitting the Fiscal Year 2025 Expenditure Limitation Report to the Arizona Auditor General.

Council Focus Area(s): 


22. **Purchase of Utility Billing System Annual Support**

Move City Council approve the purchase of utility billing system annual support services, from Advanced Utility Systems, in the amount of \$138,717.

Council Focus Area(s): 


23. **License Series 12, Restaurant Liquor License application for Kenneth Micheal LaCivita, Agent, Special Wings 3, LLC, DBA Cogburn's Big Wings**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 296366, a Series 12, Restaurant Liquor License, for Kenneth Micheal LaCivita, Agent, Special Wings 3, LLC, DBA Cogburn's Big Wings, located at 2050 N. Alma School Road, Suite 8, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 307463.

Council Focus Area(s): 


24. **License Series 12, Restaurant Liquor License Application for Tommy Van Ha, Agent, Tommy's Hi 5 Sushi, LLC, DBA Hi 5 Sushi**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 295434, a Series 12, Restaurant Liquor License, for Tommy Van Ha, Agent, Tommy's Hi 5 Sushi, LLC, DBA Hi 5 Sushi, located at 225 W. Warner Road, Suite 3, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 307208.

Council Focus Area(s): 

25. **License Series 10, Beer and Wine Store Liquor License Application for Pedro Paredes Gonzalez, Agent, Carniceria El Potrero #2, LLC, DBA Carniceria El Potrero**

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 296102, a Series 10, Beer and Wine Store Liquor License, for Pedro Paredes Gonzalez, Agent, Carniceria El Potrero #2, LLC, DBA Carniceria El Potrero, located at 731 S. Arizona Avenue, and approval of the City of Chandler, Series 10, Beer and Wine Store Liquor License No. 307316.

Council Focus Area(s): 



Mayor and Council

26. **City Manager Employment Agreement**

Move City Council approve the City Manager Employment Agreement for Joshua Wright for the term of July 1, 2024, through June 30, 2026.

27. **City Attorney Employment Agreement**

Move City Council approve the City Attorney Employment Agreement with Kelly Schwab for the term of July 1, 2024, through June 30, 2026.

28. **City Clerk Employment Agreement**


Move City Council approve the City Clerk Employment Agreement with Dana DeLong for the term of July 1, 2024, through June 30, 2026.



Neighborhood Resources

29. **Introduction and Tentative Adoption of Ordinance No. 5094, Approving the Eleventh Amendment to the Lease Agreement between the City of Chandler and Maricopa County Authorizing a Two-Year Lease Extension for Space in the Recreation Building at 660 S. Palm Lane, Chandler, Arizona, for use as a Head Start Facility**

Move City Council introduce and tentatively adopt Ordinance No. 5094, approving the Eleventh Amendment to the lease agreement between the City of Chandler and Maricopa County authorizing a two-year lease extension for space in the recreation building at 660 S. Palm Lane, Chandler, Arizona, for use as a Head Start Facility.

Council Focus Area(s): 

30. **Introduction and Tentative Adoption of Ordinance No. 5093, Approving the Tenth Amendment to the Lease Agreement between the City of Chandler and Maricopa County Authorizing a Two-Year Lease Extension for Space in the Recreation Building at 130 N. Hamilton Street, Chandler, Arizona, for use as a Head Start Facility**

Move City Council introduce and tentatively adopt Ordinance No. 5093 approving the Tenth Amendment to the lease agreement between the City of Chandler and Maricopa County authorizing a two-year lease extension for space in the recreation building at 130 N. Hamilton Street, Chandler, Arizona, for use as a Head Start Facility.

Council Focus Area(s): 

31. **Resolution No. 5824, Authorizing the Human Services Funding Guidelines and Adopting the Service Area Priorities Recommended by the Housing and Human Services Commission Based on the Results of the 2024 Community Needs Assessment**

Move City Council pass and adopt Resolution No. 5824 authorizing the Human Services Funding Guidelines and adopting the Service Area Priorities recommended by the Housing and Human Services Commission based on the results of the 2024 Community Needs Assessment.

Council Focus Area(s): 

32. **Resolution No. 5823 Allocating Fiscal Year 2024-2025 General Funds in the Amount of \$2,083,776.27 to Various Non-Profit Agencies in Accordance with the Recommendations of the Chandler Housing and Human Services Commission and Staff**

Move City Council pass and adopt Resolution No. 5823 approving and authorizing the allocation of Fiscal Year 2024-2025 General Funds in the amount of \$2,083,776.27 to various non-profit service providers in accordance with the recommendations of the Chandler Housing and Human Services Commission and staff.


Council Focus Area(s): 



Police Department


33. **Resolution No. 5822 Intergovernmental Agreement for Participation in the East Valley Critical Incident Response Team**

Move City Council pass and adopt Resolution No. 5822 approving an Intergovernmental Agreement among the City of Chandler, City of Apache Junction, Town of Gilbert, City of Mesa, Town of Paradise Valley, Town of Queen Creek, City of Scottsdale, and City of Tempe to provide mutual aid for critical force incidents as part of the East Valley Critical Incident Response Team (EVCIRT).

Council Focus Area(s): 

34. **Purchase of Furniture**

Move City Council approve the purchase of furniture, for the Chandler Police Department Computer Crimes Unit, utilizing the State of Arizona Contract No. CTR067414, with Wist Business Supplies & Equipment, in an amount not to exceed \$118,798.94.


Council Focus Area(s): 



Public Works and Utilities

35. **Final Adoption of Ordinance No. 5100 Authorizing a Contract and Grant of Easement with the United States of America for Irrigation Facilities Located at the Northwest Corner of Dobson Road and Pecos Road**

Move City Council adopt Ordinance No. 5100 authorizing the City of Chandler to enter into a Contract and Grant of Easement with the United States of America for irrigation facilities located at the northwest corner of Dobson Road and Pecos Road in consideration for payment of the market value of the property from CRP/Sparrow Chandler Owner, LLC.

Council Focus Area(s): 

36. **Purchase of Vacuum Excavator Truck**


Move City Council approve the purchase of an 18" Hydro-Excavator Vacuum Truck, from Haaker Equipment Company, utilizing Sourcewell Contract No.101221-VTR, in the amount of \$634,753.35

Council Focus Area(s): 

Action Agenda

37. **Fiscal Year (FY) 2024-2025 Budget Amendments**

Move City Council approve as presented the twenty-five one-time budget amendments totaling \$340,000 and eight ongoing budget amendments totaling \$61,000 for a total of \$401,000 using Council Contingency and authorize staff to transfer appropriation from the Non-Departmental Council Contingency to the respective Departments after final adoption of the FY 2024-25 Budget and Capital Improvement Program (CIP).

Council Focus Area(s): 

Discussion

38. **Discussion and Possible Action to Amend the City Council Rules and Procedures to Allow for Public Comment at City Council Subcommittee Meetings and Work Sessions**

Move to direct staff to prepare a resolution for City Council consideration to amend the City Council Rules and Procedures, as discussed.

Informational

39. **May 15, 2024, Planning and Zoning Commission Meeting Minutes**

40. **Contracts and Agreements Administratively Approved, Month of May 2024**

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

Adjourn



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

Date: June 24, 2024
To: Mayor and Council
From: Dana DeLong, City Clerk
Subject: Approval of Minutes

Proposed Motion:

Move City Council approve the Council meeting minutes of the Special Meeting of June 10, 2024, the Study Session of June 10, 2024, the Special Meeting of June 13, 2024, the Regular Meeting of June 13, 2024, and the Special Meeting - Budget Adoption of June 13, 2024.

Attachments

Minutes of the Special Meeting held on June 10, 2024
Minutes of the Study Session held on June 10, 2024
Minutes of the Special Meeting held on June 13, 2024
Minutes of the Regular Meeting held on June 13, 2024
Minutes of the Special Meeting-Budget Adoption held on June 13, 2024

Meeting Minutes

City Council Special Meeting

June 10, 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
Councilmember Angel Encinas
Councilmember Christine Ellis
Councilmember Mark Stewart
Councilmember Matt Orlando
Councilmember Jane Poston

Appointee Attendance

Dana DeLong, City Clerk

Absent / Excused

Vice Mayor OD Harris

Set an Executive Session

1. Personnel Matters--A.R.S. Section 38-431.03(A)(1) – Annual Performance Review of the City Attorney.
2. Personnel Matters--A.R.S. Section 38-431.03(A)(1) – Annual Performance Review of the City Clerk.

Action Agenda Motion and Vote

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

Motion carried unanimously (6-0, Vice Mayor Harris absent/excused).

Adjourn

The meeting was adjourned at 4:01 pm.

ATTEST: _____
City Clerk

Mayor

Approval Date of Minutes: June 27, 2024

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of the City Council of Chandler, Arizona, held on the 10th day of June 2024. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of June, 2024.

City Clerk

Meeting Minutes

City Council Study Session

June 10, 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
Councilmember Angel Encinas
Councilmember Christine Ellis
Councilmember Mark Stewart
Councilmember Matt Orlando
Councilmember Jane Poston

Appointee Attendance

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

*Councilmember Poston attended telephonically.

Absent / Excused

Vice Mayor OD Harris - excused

Scheduled Public Appearances

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

1. Service Recognitions

Mauro Munguia – 20 Years, Public Works & Utilities
Daniel McQuillin – 25 Years, Police

2. Proclamation - NXP Innovation Month

MAYOR HARTKE read the proclamation recognizing 30 years of business in Chandler, and representatives from NXP accepted.

GENO FALLICO, Vice President of NXP Chandler Fab Operations, thanked Chandler for their partnership over the years.

3. Recognition - Degrees of Freedom (DoF) Robotics Team

MAYOR HARTKE recognized the Degrees of Freedom Robotics team for competing in the first Robotics World Championship and receiving the Engineering Inspiration Award.

DANIEL FRANK, ASU Assistant Teaching Professor and Head Mentor, spoke about the team which is part of the Si Se Puede Foundation and the team's community involvement.

4. Recognition - Chandler Huskies Women's Lacrosse Team

MAYOR HARTKE recognized the Chandler Huskies Women's Lacrosse Team for winning the state championship.

ELLIE KING, Coach, shared that the team worked hard this season pursuing their goals of state championship.

Consent Agenda and Discussion

Discussion was held on items 5, 6, 12, 18, 23, 24, and 25.

Airport

1. Construction Agreement No. AI2206.401, with Rural Electric, Inc., for the Automated Weather Observing System (AWOS) Replacement
Move City Council award Construction Agreement No. AI2206.401 to Rural Electric, Inc., for the Automated Weather Observing System (AWOS) replacement, in an amount not to exceed \$225,800.

City Clerk

2. Approval of Minutes
Move City Council approve the Council meeting minutes of the Special Meeting - Budget Briefing of April 26, 2024; the Special Meeting of May 20, 2024; the Study Session of May 20, 2024; the Work Session of May 23, 2024; the Regular Meeting of May 23, 2024; and the Special Meeting of June 3, 2024.

City Manager

3. Resolution No. 5813 Authorizing the Execution of a License Agreement with Salt River Project (SRP), Granting the City Access to SRP Property on the Northwest Corner of Frye Road and the Consolidated Canal for the Construction, Maintenance, and Operation of Frye Road Collector Street Improvements
Move City Council pass and adopt Resolution No. 5813 authorizing the execution of a license agreement with Salt River Project (SRP), granting the city access to SRP property on

the northwest corner of Frye Road and the Consolidated Canal for the construction, maintenance, and operation of Frye Road collector street improvements.

Community Services

4. Professional Services Agreement No. PR2205.451, with Dibble CM, LLC, for the Brooks Crossing Park Improvements Construction Management Services
Move City Council award Professional Services Agreement No. PR2205.451 to Dibble CM, LLC, for the Brooks Crossing Park Improvements Construction Management Services, in an amount not to exceed \$131,480.
5. Resolution No. 5811 Authorizing an Intergovernmental Agreement with Chandler Unified School District No. 80
Move City Council pass and adopt Resolution No. 5811 authorizing an Intergovernmental Agreement (IGA) between Chandler Unified School District (CUSD) No. 80 and the City of Chandler for the shared use of City and District property and the waiver of facility fees and defined development-related fees.

JOHN SEFTON, Community Services Director, presented the item. Mr. Sefton commented that this is an administrative and functional agreement. He thanked both CUSD and Team Chandler for their work and partnership. The city's partnership with CUSD goes back to 1970. The IGA is to provide more collaboration and operational efficiencies – both parties will forego the exchange of general funds fees where permissible by law. For example, the rental and use of school facilities such as gyms or auditoriums, or city facilities such as pools or parks will be covered under this agreement. Additionally, the permit and inspection fees for the building projects within the city will be covered. CUSD and Chandler recognize each other as priority partners in scheduling and outlining new potential collaborations or projects involving each other. The agreement is for a five-year term with renewal upon approval.

COUNCILMEMBER ELLIS thanked Mr. Sefton for the background on this item, asked how awareness is generated and how it will be shared with the community.

MR. SEFTON said the city works with its partners to schedule at these shared facilities. This agreement formalizes what has been in practice for a long time between CUSD and Chandler.

6. Job Order Project Agreement No. PR2205.401 with DNG Construction, LLC, Pursuant to Job Order Master Agreement No. JOC2420, for the Brooks Crossing Park Improvements
Move City Council award Job Order Project Agreement No. PR2205.401 to DNG Construction, LLC, Pursuant to Job Order Master Agreement No. JOC2420, for the Brooks Crossing Park Improvements, in an amount not to exceed \$1,987,588.

MR. SEFTON presented on this item. Mr. Sefton shared that Brooks Crossing is an 8.1-acre neighborhood park on Calle del Norte Street. The parks serve the residential needs of residential

between Warner and Ray, Alma School, and Dobson. The park was originally developed in 1986. Amenities include a shaded playground, open space turf, sand volleyball court, basketball court, lighted walking paths, picnic areas, and landscaping. Public input plays an important role in ensuring citizens' ideas are heard. On May 5, 2022, a virtual public presentation was published to hear input from residents, and a survey was distributed. Survey responses indicated a desire for better playground equipment, additional shade, outdoor exercise equipment, and drinking fountains. This project will also address irrigation, repairs improvements to turf, park lighting upgrades, xeriscape conversion, and ADA improvements. Another survey was published on August 30, 2022, to get feedback on the final concept for the park. The input was positive and supportive. The improvement master plan was endorsed by the Parks and Recreation Board. The project is expected to begin in late summer.

COUNCILMEMBER ELLIS asked about the cost of these items.

MR. SEFTON thanked staff for their support in the CIP Budget process. The price increase is being seen across the board for many CIP projects.

Development Services

7. Final Adoption of Ordinance No. 5099, Rezoning PLH23-0056 Viviendo, Located at the Southeast Corner of Ocotillo and McQueen Roads
Rezoning
Move City Council adopt Ordinance No. 5099 approving PLH23-0056 Viviendo, Rezoning from PAD for Neighborhood Commercial and congregate care to PAD for single-family residential, subject to the conditions as recommended by Planning and Zoning Commission.
8. Introduction and Tentative Adoption of Ordinance No. 5101, Rezoning, PLH23-0070 Guerrero Residence, 943, 953 and 963 North Mill Avenue, Generally Located ½ Mile East of the Southeast Corner of Kyrene and Ray Roads
Move City Council introduce and tentatively adopt Ordinance No. 5101 approving PLH23-0057 Guerrero Residence, Rezoning from Agricultural District (AG-1) to Planned Area Development (PAD) for Single-Family Residential with reduced setbacks, subject to the conditions as recommended by Planning and Zoning Commission.
9. Introduction and Tentative Adoption of Ordinance No. 5102, Rezoning, PLH23-0070 Chandler Palms Medical Offices, located at 500 N. Juniper Drive, Generally Located 1/2 Mile North and West of Chandler Boulevard and McClintock Drive
Move City Council introduce and tentatively adopt Ordinance No. 5102 approving PLH23-0070 Chandler Palms Medical Offices, amending the existing PAD to allow medical office uses, subject to the conditions as recommended by Planning and Zoning Commission.

10. Introduction and Tentative Adoption of Ordinance No. 5103, Annexation, ANX23-0003, Approving the Annexation of Approximately 13.57 Acres of Land South of the Southeast Corner of Arizona Avenue and Germann Road
Move City Council introduce and tentatively adopt Ordinance No. 5103 approving ANX23-0003 Annexation of 13.57 acres located at the southeast corner of Arizona Ave and Germann Road, as recommended by Planning staff.
11. Preliminary Plat PLT23-0039 Chandler Innovation Center, Generally Located 1/4 Mile South of the Southeast Corner of Arizona Avenue and Germann Road
Move City Council approve Preliminary Plat PLT23-0039 Chandler Innovation Center, subject to conditions as recommended by the Planning and Zoning Commission.
12. Use Permit and Entertainment Use Permit, PLH24-0004 The Forum, for a Time Extension for a Series 6 Bar License and an Entertainment Use Permit for Live Music Inside and on an Outdoor Patio at 2301 South Stearman Drive, Generally Located South of the Southwest Corner of Gilbert and Germann Roads
Move City Council approve Use Permit and Entertainment Use Permit, PLH24-0004 The Forum, subject to the conditions recommended by Planning and Zoning Commission.

COUNCILMEMBER ORLANDO asked about any record of complaints against the establishment.

DARSY OMER, Associate Planner, said there were a few noise-related complaints.

COUNCILMEMBER ORLANDO asked about when live music would be played outdoors.

MS. OMER said the hours of amplified music outdoors are 10:00 a.m. – 9:00 p.m. Sunday through Thursday and 10:00 a.m. – 11:00 p.m. Friday and Saturday.

COUNCILMEMBER ORLANDO asked if these hours are standard.

MS. OMER said these hours are standard across other Entertainment Use Permits in the city.

COUNCILMEMBER ORLANDO asked about a stipulation to provide a contact number available to residents in case of a noise complaint.

MS. OMER said this stipulation is included as stipulation nine: The establishment shall provide a contact phone number for a responsible person (e.g., the bar owner and/or manager) to any interested neighbors or property owners to resolve complaints quickly and directly.

COUNCILMEMBER ELLIS thanked staff for their work on this item.

Facilities and Fleet

13. Agreement No. FS2-928-4310, Amendment No. 3, for Auto Body Repair Services
Move City Council approve Agreement No. FS2-928-4310, Amendment No. 3, with Allard Collision, LLC, for auto body repair services, for an amount not to exceed \$250,000, for the period of July 1, 2024, through June 30, 2025.

Information Technology

14. Agreement No. 4506, Amendment No. 4, with WalkMe, Inc., for the Digital Adoption Platform
Move City Council approve Agreement No. 4506, Amendment No. 4, with WalkMe, Inc., for the Digital Adoption Platform, in an amount not to exceed or total \$161,700, for the period of one year, beginning June 30, 2024, through June 29, 2025.
15. Agreement No. 4730, for Permitting Software and Support Services
Move City Council approve Agreement No. 4730, with Accela, Inc., for permitting software and support services, for a period of five years, in an amount not to exceed \$754,654 in the first year.
16. Purchase of Upgrade for Virtual Meeting Hardware and Software
Move City Council approve the purchase of Cisco Webex room kit upgrades, from Sentinel Technologies, Inc., utilizing the 1GPA Agreement No. 22-02PV-18, in an amount not to exceed \$695,000.
17. Purchase of Information Technology Research Subscription Services
Move City Council approve the purchase of information technology research subscription services, from Gartner, Inc., utilizing the State of Arizona Contract No. CTR053240, in an amount not to exceed \$244,873, for the period of one year, beginning July 1, 2024, through June 30, 2025.
18. Purchase of Information Technology Temporary Staffing Services
Move City Council approve the purchase of information technology temporary staffing services, from Computer Aid, Inc., utilizing the Sourcewell Contract No. 071321-CAI, in an amount not to exceed \$7,129,534, for a period of one year, beginning July 1, 2024, through June 30, 2025.

Molly Mahai, Chief Infrastructure Officer, presented the following presentation.

- IT Temporary Staffing
- Background / History
 - The Information Technology (IT) Department has historically hired temporary staff to assist in delivering technology operations and projects
 - IT temporary staff have specialized technology skills which complement existing IT staff
 - IT temporary staff work on a limited-term basis for a specific assignment

- Benefits of IT Temporary Staffing
 - Brings specialized expertise and experience that may not be available in house
 - Faster speed to market, gaining a competitive advantage
 - Risk mitigation
 - Knowledge transfer and skill development
 - Creates talent pipeline for hard-to-fill positions
- IT Operations Temporary Staffing
 - # of IT Operations Temporary Staff = 17
 - Funding: \$4,459,534
 - Focused IT Operations Projects
 - Cybersecurity operations
 - Infrastructure operations (Network, Wi-Fi, Equipment upgrades)
 - Application and database operations
 - Data and web services operations
 - Service Desk customer operations
- Technology Portfolio IT Temporary Staffing
 - # of Technology Portfolio Temporary Staff = 14
 - Funding: \$2,670,000
 - Focused Projects:
 - Enterprise Utility Billing Solution Upgrade
 - Enterprise Resource Planning (ERP) Solution replacement
 - Enterprise Permitting System move to cloud
 - Enterprise Document Management System upgrade
 - Technology Portfolio Project Management
- Summary of FY24-25 IT Temporary Staffing
 - Total IT Temporary Staff for FY24-25: 31
 - Total Funding approval request: \$7,129,534
 - IT Operations: \$4,459,534
 - \$2,670,000
 - Questions?

COUNCILMEMBER STEWART asked what percentage of the budget is used for temporary staffing.

MR. WRIGHT said that information would be provided to Council.

19. Purchase of Oracle Annual Support and Maintenance
 Move City Council approve the purchase of Oracle annual support and maintenance, from Mythics, Inc., utilizing the Omnia Partners Contract No. R190801, in the amount of \$408,635, for a period of one year, beginning August 1, 2024, through July 31, 2025.

Management Services

20. Resolution No. 5799 Authorizing Submittal of an Indian Gaming Revenue Sharing Grant Application from Dignity Health Foundation - East Valley to Ak-Chin Indian Community
Move City Council pass and adopt Resolution No. 5799 authorizing the submittal of a \$206,648 pass-through Indian Gaming Revenue Sharing Grant Application from the Dignity Health Foundation – East Valley to the Ak-Chin Indian Community for a Pilot Behavioral Health Program.
21. Agreement No. IT1-918-4343, Amendment No. 3, for Business License Portal Applications and Managed Support Services
Move City Council approve Agreement No. IT1-918-4343, Amendment No. 3, with Parsus Solutions, LLC, for business license portal applications and managed support services, in an amount not to exceed \$300,000, for the period of one year, beginning June 15, 2024, through June 14, 2025.
22. New License Series 12, Restaurant Liquor License Application for Wade Alan Stooks, Agent, Gravity Solutions Chandler, LLC, DBA Slick City Action Park
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 282704, a Series 12, Restaurant Liquor License, for Wade Alan Stooks, Agent, Gravity Solutions Chandler, LLC, DBA Slick City Action Park, located at 845 N. 54th Street, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 306816.

Neighborhood Resources

23. Resolution No. 5810, Approving and Authorizing Agreements with Recovery Cafe Arizona and EMPACT-Suicide Prevention Center for the Provision of Opioid Treatment and Prevention Services
Move City Council pass and adopt Resolution No. 5810, approving and authorizing agreements with Recovery Cafe Arizona and EMPACT-Suicide Prevent Center, for the provision of Opioid treatment and prevention services, in the aggregate amount of \$100,000.

RIANN BALCH, Community Resources Senior Manager, presented on the item. Ms. Balch explained that this item will be the first expenditure of opioid funds received as part of the One Arizona agreement. These two items are part of treatment and prevention services as required by funding. Ms. Balch introduced Anthony Eaton, Executive Director, and Addis Bennett, Member Leader representing Recovery Café Arizona.

MR. EATON thanked the Council for their support. This funding supports programs focused on fighting the opioid crisis, provides a safe, supportive community, and provides essential resources for the recovery journey.

COUNCILMEMBER ENCINAS asked about the timeframe for education provided at Chandler schools as part of this program.

MS. BALCH said the contract with EMPACT-Suicide Prevention Center will use two nationally accredited programs, one of which includes a ten-week session with a cohort of students. At each school, it is a ten-week course. Approximately 620 youth would attend these sessions. There is also education for parents to reinforce lessons at home.

COUNCILMEMBER ENCINAS asked how schools would be identified to participate.

MS. BALCH said the non-profit has begun outreach to schools.

COUNCILMEMBER ELLIS asked if there are any metrics for the success of this program.

MS. BALCH responded that the programs are nationally accredited, and evidence based. Their proposal shared metrics and data. These programs have not been in place at Chandler's schools; it would be the first time for a program of this type.

COUNCILMEMBER STEWART asked for a reminder about the source of opioid funds.

MS. BALCH explained that the funds are sourced from a national opioid settlement, which brought in over \$26 billion nationwide. Chandler is part of the One Arizona agreement, where cities and towns agree to certain services and parameters activated in Arizona. To date, Chandler has received \$735,000 from this funding. Funding may be distributed over 18 years. Other services, such as sober living services and leave-behind kits, will be forthcoming.

COUNCILMEMBER STEWART asked for more information about the national settlement.

MS. BALCH elaborated that the settlement was against Johnson & Johnson, McKesson, AmerisourceBergen, and Cardinal Health – distributor drug companies that manufacture opioids.

COUNCILMEMBER STEWART thanked Council for working together to get funding to people in need.

COUNCILMEMBER ORLANDO thanked members of Recovery Café for the work they do in the community.

MR. EATON thanked Council.

24. Resolution No. 5814, Approving Amendment No. 1 to Intergovernmental Agreement No. CC-22-24-037-X-00 for Housing Stability Services

Move City Council pass and adopt Resolution No. 5814 approving Amendment No. 1 to Intergovernmental Agreement No. CC-22-24-037-X-00 between Maricopa County, administered by its Human Services Department, and the City of Chandler to accept Community Services Block Grant funds in the amount of \$150,000 for Housing Stability Services; authorizing the City Manager to assign all related documents and assurances on behalf of the City of Chandler; and authorizing the City Manager to take all action necessary or prudent to implement the grant.

COUNCILMEMBER ORLANDO asked if this is a continuation of a program already in place.

MS. BALCH said yes.

Police Department

25. Purchase of Handheld Narcotics Analyzers

Move City Council approve the purchase of handheld narcotics analyzers, from Thermo Scientific Portable Analytical Instruments, Inc., in the amount of \$152,527.49.

BRYAN CHAPMAN, Police Chief, presented the item. Chief Chapman said these handheld narcotics analyzers can be used in the field and allow officers to identify whether a substance is a narcotic or not. Previously, all identification requests were sent through the forensics laboratory. This grant through the Governor's Office of Highway Safety allows Chandler to purchase four devices to be used in patrol and property evidence divisions. This expands the program we have and allows for immediate identification of drugs.

COUNCILMEMBER ORLANDO asked about metrics for in field use.

CHIEF CHAPMAN added that the device can be used at a distance, reducing contamination.

Public Works and Utilities

26. Final Adoption of Ordinance No. 5098 Granting a Non-Exclusive Underground High Voltage Power Easement to Salt River Project Agricultural Improvement and Power District to Accommodate the Installation of Electric Vehicle Charging Stations on the Amazon Site at 3405 S. McQueen Road, Chandler, Arizona

Move City Council approve final adoption of Ordinance No. 5098 granting a Non-Exclusive Underground High Voltage Power Easement to SRP, in consideration for the payment of \$18,500.00 to accommodate the installation of electric vehicle charging stations on the Amazon site at 3405 S. McQueen Road, Chandler, Arizona.

27. Introduction and Tentative Adoption of Ordinance No. 5100 Authorizing a Contract and Grant of Easement with the United States of America for Irrigation Facilities Located at the Northwest Corner of Dobson Road and Pecos Road

Move City Council introduce and tentatively adopt Ordinance No. 5100 authorizing the City of Chandler to enter into a Contract and Grant of Easement with the United States of America for irrigation facilities located at the northwest corner of Dobson Road and Pecos Road in consideration for payment of the market value of the property from CRP/Sparrow Chandler Owner, LLC.

28. Agreement No. PW0-745-4183, Amendment No. 9, with M.R. Tanner Development and Construction, Inc., for Street Maintenance Repaving, Surface Seal, and Repair Services
Move City Council approve Agreement No. PW0-745-4183, Amendment No. 9, with M.R. Tanner Development and Construction, Inc., for street maintenance repaving, surface seal, and repair services, increasing the spending limit by \$400,000.
29. Professional Services Agreement No. WA2103.452, Amendment No. 1, with Jacobs Engineering Group, Inc., for the Pecos Surface Water Treatment Plant SCADA Upgrades - Programming
Move City Council award Professional Services Agreement No. WA2103.452, Amendment No.1, to Jacobs Engineering Group, Inc., for the Pecos Surface Water Treatment Plant SCADA Upgrades - Programming, increasing the agreement amount by \$1,398,805.
30. Professional Services Agreement No. WA2103.451, Amendment No. 4, with Jacobs Engineering Group, Inc., for the Pecos Surface Water Treatment Plant SCADA Upgrades Construction Management Services
Move City Council award Professional Services Agreement No. WA2103.451, Amendment No. 4, to Jacobs Engineering Group, Inc., for the Pecos Surface Water Treatment Plant SCADA Upgrades Construction Management Services, increasing the agreement amount by \$1,286,450.
31. Construction Manager at Risk Construction Services Agreement No. WA2103.402, with Archer Western Construction, for the Pecos Surface Water Treatment Plant SCADA Upgrades GMP-2
Move City Council award CMAR Construction Services Agreement No. WA2103.402, to Archer Western Construction, for the Pecos Surface Water Treatment Plant SCADA Upgrades GMP-2, in an amount not to exceed \$8,360,342.
32. Construction Manager at Risk (CMAR) Construction Services Agreement No. WW2210.401, Change Order No. 1, with B&F Contracting, Inc., for the Price Road Frontage Road Sewer Rehabilitation
Move City Council award CMAR Construction Services Agreement No. WW2210.401, Change Order No. 1, to B&F Contracting, Inc., for the Price Road Frontage Road Sewer Rehabilitation, in an amount not to exceed \$1,064,143.72.

Public Hearing

33. Public Hearing on Adoption of the FY 2024-25 Annual Budget, 2025-2034 Capital Improvement Program (CIP), and Setting the FY 2024-25 Property Tax Levies
 1. Open Public Hearing
 2. Staff Presentation
 3. Council Discussion
 4. Discussion from the Audience
 5. Close Public Hearing

Informational

34. Special Event Liquor Licenses and Temporary and Permanent Extensions of Liquor License Premises Administratively Approved
35. May 1, 2024, Planning and Zoning Commission Meeting Minutes

Adjourn

The meeting was adjourned at 6:46 p.m.

ATTEST: _____
City Clerk

Mayor

Approval Date of Minutes: June 27, 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 10th day of June 2024. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of June, 2024.

City Clerk

Meeting Minutes

City Council Special Meeting

June 13, 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 4:07 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

Set an Executive Session

1. Personnel Matters--A.R.S. Section 38-431.03(A)(1) – Annual Performance Review of the City Attorney.
2. Personnel Matters--A.R.S. Section 38-431.03(A)(1) – Annual Performance Review of the City Manager.
3. Personnel Matters--A.R.S. Section 38-431.03(A)(1) – Annual Performance Review of the City Magistrate.

Action Agenda Motion and Vote

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

Motion carried unanimously (7-0)

Adjourn

The meeting was adjourned at 4:07 pm.

ATTEST: _____
City Clerk

Mayor

Approval Date of Minutes: June 27, 2024

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of the City Council of Chandler, Arizona, held on the 13th day of June 2024. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of June, 2024.

City Clerk

Meeting Minutes

City Council Regular Meeting

June 13, 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 6:01 p.m.

Roll Call

Council Attendance

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

Appointee Attendance

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

Invocation

The invocation was given by Pastor Robert Felix, Chandler Presbyterian Church.

Pledge of Allegiance

The Pledge of Allegiance was led by Councilmember Stewart.

Consent Agenda and Discussion

Airport

1. Construction Agreement No. AI2206.401, with Rural Electric, Inc., for the Automated Weather Observing System (AWOS) Replacement
Move City Council award Construction Agreement No. AI2206.401 to Rural Electric, Inc., for the Automated Weather Observing System (AWOS) replacement, in an amount not to exceed \$225,800.

City Clerk

2. Approval of Minutes
Move City Council approve the Council meeting minutes of the Special Meeting - Budget Briefing of April 26, 2024; the Special Meeting of May 20, 2024; the Study Session of May 20, 2024; the Work Session of May 23, 2024; the Regular Meeting of May 23, 2024; and the Special Meeting of June 3, 2024.

City Manager

3. Resolution No. 5813 Authorizing the Execution of a License Agreement with Salt River Project (SRP), Granting the City Access to SRP Property on the Northwest Corner of Frye Road and the Consolidated Canal for the Construction, Maintenance, and Operation of Frye Road Collector Street Improvements
Move City Council pass and adopt Resolution No. 5813 authorizing the execution of a license agreement with Salt River Project (SRP), granting the city access to SRP property on the northwest corner of Frye Road and the Consolidated Canal for the construction, maintenance, and operation of Frye Road collector street improvements.

Community Services

4. Professional Services Agreement No. PR2205.451, with Dibble CM, LLC, for the Brooks Crossing Park Improvements Construction Management Services
Move City Council award Professional Services Agreement No. PR2205.451 to Dibble CM, LLC, for the Brooks Crossing Park Improvements Construction Management Services, in an amount not to exceed \$131,480.
5. Resolution No. 5811 Authorizing an Intergovernmental Agreement with Chandler Unified School District No. 80
Move City Council pass and adopt Resolution No. 5811 authorizing an Intergovernmental Agreement (IGA) between Chandler Unified School District (CUSD) No. 80 and the City of Chandler for the shared use of City and District property and the waiver of facility fees and defined development-related fees.
6. Job Order Project Agreement No. PR2205.401 with DNG Construction, LLC, Pursuant to Job Order Master Agreement No. JOC2420, for the Brooks Crossing Park Improvements
Move City Council award Job Order Project Agreement No. PR2205.401 to DNG Construction, LLC, Pursuant to Job Order Master Agreement No. JOC2420, for the Brooks Crossing Park Improvements, in an amount not to exceed \$1,987,588.

Development Services

7. Final Adoption of Ordinance No. 5099, Rezoning PLH23-0056 Viviendo, Located at the Southeast Corner of Ocotillo and McQueen Roads [Click to View](#)
Rezoning

Move City Council adopt Ordinance No. 5099 approving PLH23-0056 Viviendo, Rezoning from PAD for Neighborhood Commercial and congregate care to PAD for single-family residential, subject to the conditions as recommended by Planning and Zoning Commission.

8. Introduction and Tentative Adoption of Ordinance No. 5101, Rezoning, PLH23-0070 Guerrero Residence, 943, 953 and 963 North Mill Avenue, Generally Located ½ Mile East of the Southeast Corner of Kyrene and Ray Roads [Click to View](#)
Move City Council introduce and tentatively adopt Ordinance No. 5101 approving PLH23-0057 Guerrero Residence, Rezoning from Agricultural District (AG-1) to Planned Area Development (PAD) for Single-Family Residential with reduced setbacks, subject to the conditions as recommended by Planning and Zoning Commission.

COUNCILMEMBER ENCINAS declared a conflict of interest on Item No. 8.

9. Introduction and Tentative Adoption of Ordinance No. 5102, Rezoning, PLH23-0070 Chandler Palms Medical Offices, located at 500 N. Juniper Drive, Generally Located 1/2 Mile North and West of Chandler Boulevard and McClintock Drive [Click to View](#)
Move City Council introduce and tentatively adopt Ordinance No. 5102 approving PLH23-0070 Chandler Palms Medical Offices, amending the existing PAD to allow medical office uses, subject to the conditions as recommended by Planning and Zoning Commission.
10. Introduction and Tentative Adoption of Ordinance No. 5103, Annexation, ANX23-0003, Approving the Annexation of Approximately 13.57 Acres of Land South of the Southeast Corner of Arizona Avenue and Germann Road [Click to View](#)
Move City Council introduce and tentatively adopt Ordinance No. 5103 approving ANX23-0003 Annexation of 13.57 acres located at the southeast corner of Arizona Ave and Germann Road, as recommended by Planning staff.
11. Preliminary Plat PLT23-0039 Chandler Innovation Center, Generally Located 1/4 Mile South of the Southeast Corner of Arizona Avenue and Germann Road [Click to View](#)
Move City Council approve Preliminary Plat PLT23-0039 Chandler Innovation Center, subject to conditions as recommended by the Planning and Zoning Commission.
12. Use Permit and Entertainment Use Permit, PLH24-0004 The Forum, for a Time Extension for a Series 6 Bar License and an Entertainment Use Permit for Live Music Inside and on an Outdoor Patio at 2301 South Stearman Drive, Generally Located South of the Southwest Corner of Gilbert and Germann Roads [Click to View](#)
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VICE MAYOR HARRIS declared a conflict of interest on Item No. 12.

Facilities and Fleet

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22. New License Series 12, Restaurant Liquor License Application for Wade Alan Stooks, Agent, Gravity Solutions Chandler, LLC, DBA Slick City Action Park
Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 282704, a Series 12, Restaurant Liquor License, for Wade Alan Stooks, Agent, Gravity Solutions Chandler, LLC, DBA Slick City Action Park, located at 845 N. 54th Street, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 306816.

Neighborhood Resources

23. Resolution No. 5810, Approving and Authorizing Agreements with Recovery Cafe Arizona and EMPACT-Suicide Prevention Center for the Provision of Opioid Treatment and Prevention Services
Move City Council pass and adopt Resolution No. 5810, approving and authorizing agreements with Recovery Cafe Arizona and EMPACT-Suicide Prevent Center, for the provision of Opioid treatment and prevention services, in the aggregate amount of \$100,000.

VICE MAYOR HARRIS declared a conflict of interest on Item No. 23.

24. Resolution No. 5814, Approving Amendment No. 1 to Intergovernmental Agreement No. CC-22-24-037-X-00 for Housing Stability Services
Move City Council pass and adopt Resolution No. 5814 approving Amendment No. 1 to Intergovernmental Agreement No. CC-22-24-037-X-00 between Maricopa County, administered by its Human Services Department, and the City of Chandler to accept Community Services Block Grant funds in the amount of \$150,000 for Housing Stability

Services; authorizing the City Manager to assign all related documents and assurances on behalf of the City of Chandler; and authorizing the City Manager to take all action necessary or prudent to implement the grant.

Police Department

25. Purchase of Handheld Narcotics Analyzers

Move City Council approve the purchase of handheld narcotics analyzers, from Thermo Scientific Portable Analytical Instruments, Inc., in the amount of \$152,527.49.

Public Works and Utilities

26. Final Adoption of Ordinance No. 5098 Granting a Non-Exclusive Underground High Voltage Power Easement to Salt River Project Agricultural Improvement and Power District to Accommodate the Installation of Electric Vehicle Charging Stations on the Amazon Site at 3405 S. McQueen Road, Chandler, Arizona

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Move City Council introduce and tentatively adopt Ordinance No. 5100 authorizing the City of Chandler to enter into a Contract and Grant of Easement with the United States of America for irrigation facilities located at the northwest corner of Dobson Road and Pecos Road in consideration for payment of the market value of the property from CRP/Sparrow Chandler Owner, LLC.

28. Agreement No. PW0-745-4183, Amendment No. 9, with M.R. Tanner Development and Construction, Inc., for Street Maintenance Repaving, Surface Seal, and Repair Services

Move City Council approve Agreement No. PW0-745-4183, Amendment No. 9, with M.R. Tanner Development and Construction, Inc., for street maintenance repaving, surface seal, and repair services, increasing the spending limit by \$400,000.

29. Professional Services Agreement No. WA2103.452, Amendment No. 1, with Jacobs Engineering Group, Inc., for the Pecos Surface Water Treatment Plant SCADA Upgrades - Programming

Move City Council award Professional Services Agreement No. WA2103.452, Amendment No.1, to Jacobs Engineering Group, Inc., for the Pecos Surface Water Treatment Plant SCADA Upgrades - Programming, increasing the agreement amount by \$1,398,805.

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31. Construction Manager at Risk Construction Services Agreement No. WA2103.402, with Archer Western Construction, for the Pecos Surface Water Treatment Plant SCADA Upgrades GMP-2
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32. Construction Manager at Risk (CMAR) Construction Services Agreement No. WW2210.401, Change Order No. 1, with B&F Contracting, Inc., for the Price Road Frontage Road Sewer Rehabilitation
Move City Council award CMAR Construction Services Agreement No. WW2210.401, Change Order No. 1, to B&F Contracting, Inc., for the Price Road Frontage Road Sewer Rehabilitation, in an amount not to exceed \$1,064,143.72.

Consent Agenda Motion and Vote

Councilmember Stewart moved to approve the Consent Agenda of the June 13, 2024, Regular City Council Meeting; Seconded by Councilmember Ellis.

Motion carried unanimously (7-0), with the exception of Item No. 8, which passed 6-0 with Councilmember Encinas declaring a conflict of interest, and Item Nos. 12 & 23, which passed 6-0 with Vice Mayor Harris declaring a conflict of Interest.

Public Hearing

33. Public Hearing on Adoption of the FY 2024-25 Annual Budget, 2025-2034 Capital Improvement Program (CIP), and Setting the FY 2024-25 Property Tax Levies

MATT DUNBAR, Budget & Policy Director, presented the following presentation.

- FY 2024-25 Proposed Budget
- 2025-2034 Capital Improvement Program CIP
- 2024-25 Property Tax Levy
- FY 2024-25 Proposed Budget "Making it Happen"
- Total Budget \$1,629,072,684 Total General Fund: \$577,776,840

- Proposed Budget
 - Adheres to financial policies and is structurally balanced
 - Ongoing for ongoing and one-time for one-time
 - Uses Strategic Framework to guide decisions
 - Provides for cost-effective, quality services
 - Maintains long-term financial sustainability
 - Resident engagement through input opportunities
 - Kickoff, Resident Budget Survey & Three Workshops
 - All-day Budget Briefing
 - Tentative and Final Adoption in May/June
- FY 2024-25 Proposed Budget Drivers (all funds)
- Revenues
 - Revenues reflect actual economic environment with additional analysis on sustainable level
 - Increases coming from continued development & decreases from Residential Rental revenue
 - State Shared revenues updated with latest projections using State and League forecasts
- Expenditures
 - Funding to convert one-time funded positions to ongoing, maintain service delivery after adjusting for inflation, and ensure enhancements are in strategic focus areas
 - Personnel costs increasing to invest in city workforce and retain employees; market, merit, and healthcare. Reflects ongoing savings from PSPRS employer contribution
 - Capital projects increased to address aging infrastructure, inflation, and new infrastructure
- Grants
 - Continued focus on finding Grant opportunities and having “shovel ready” projects that may qualify
- Debts & Actions Reducing Cost
 - Maintain AAA bond rating to minimize cost of borrowing for capital projects
 - Maintain funded status of Public Safety Personnel Retirement System (PSPRS) to ensure unfunded liability does not grow
 - Solar energy investment for utility cost savings
 - Turf to Xeriscape capital project for utility cost savings
- Operating Budget Highlights
 - Reduce city primary property tax rate, no change to Transaction Privilege Tax (TPT) rates
 - No planned Water, Wastewater, or Solid Waste rate changes in the new Fiscal Year
 - Budget maintains existing service levels and enhances programs tied to Strategic Framework
 - Adds funding for new labor association commitments and general employee merit/market

- Continues debt elimination: \$7M in one-time funding for pay-off maintenance of Public Safety Personnel Retirement System (PSPRs) liability
- Maintains strong reserves including 15% General Fund contingency and \$10M budget stabilization reserve
- 2025-2034 CIP Highlights
 - 2025-2034 CIP total is \$2,488,884,031(\$525M more than the 2024-2033 CIP)
 - Updated to reflect additional utility projects and project costs to current values
 - Increased focus on aging infrastructure
 - Voter Bond authorization to support capital plan is shortened by inflation
 - \$2.49B - Total 10-Year CIP
 - \$876.5M - Total FY 2024 – 25 CIP
- Public Hearing FY 2024-25 Property Tax Levy
- Breakdown of \$1 of Typical Chandler Property Tax Bill
 - Public Schools and Community College Districts 70cents
 - Maricopa County & Special Districts 19 cents
 - City of Chandler 11 Cents
 - *Based on 2023 Tax Bill information. Exact split will vary depending on the school district and any other special taxing districts on the bill.
- FY 2024-25 Property Tax Levy
 - FY 2023-24 LPV \$3.900B 203-24 Levy \$42,612,435
 - FY2024-25 LPV \$4.108B 2024-25 Levy \$44,473,791
 - +5.3% increase 0.9% New Property 4.4% Appreciation Levy Increase \$1,861,356
 - Tax rate reduction from \$1.0926 to \$1.0826 reduces impact of limited Property Value (LPV) increase
 - Reduces property tax rate for the 9th consecutive year
- Impact of City Tax Rate Reduction on Median Value Homeowner
- Key Budget Dates
- Questions

VICE MAYOR HARRIS confirmed that a yes vote would lower the property tax rates in the City of Chandler.

MR. DUNBAR said tonight's vote sets anticipated tax revenues in the budget; the actual rate setting will happen at the end of June. Thursday will be the final day of adopting the tax levy lowering taxes for the people of Chandler.

VICE MAYOR HARRIS asked about the appreciation of values for the properties in Chandler.

MR. DUNBAR explained that Maricopa County evaluates property values across the county. They assess the new properties added to the tax rolls each year and the actual value of existing properties in Chandler. After the assessment, they send out property valuations and the

associated tax levy. A state statute limits property value increases to 5% per year, and this year the average increase was 4.4%.

VICE MAYOR HARRIS asked how long they have been lowering the property taxes.

MR. DUNBAR said this will be the ninth consecutive year of property tax reductions.

VICE MAYOR HARRIS asked if there was an increase in any other taxes in the City of Chandler.

MR. DUNBAR said there have been no other tax increases for the residents.

COUNCILMEMBER STEWART thanked the staff for the process.

VICE MAYOR HARRIS asked about the third-party budget audit and compliance with state statutes regarding the third-party review.

MR. DUNBAR clarified that a third-party financial audit is conducted with the annual consolidated financial report, not the actual budget documents. The audit team comes in after the fact and reviews all expenditures to make sure Chandler is following all the requirements.

Informational

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

35. May 1, 2024, Planning and Zoning Commission Meeting Minutes

Unscheduled Public Appearances

MAYOR HARTKE discussed unscheduled public appearances and confirmed with the City Attorney that he has the authority to change meetings and work sessions. He also mentioned adding a public comment portion to future work sessions and council subcommittees and acknowledged receiving a comment card from Linda Sawyer, which will be added to the meeting record.

LES MINKUS of Chandler, AZ, provided comments advocating for the right of Chandler residents to speak at all City public meetings, including study sessions, work sessions, and committee meetings. He submitted a formal request three months ago, supported by 100 signatures from Chandler residents. The request has not been put on the agenda or brought to a vote by the Mayor and Council, despite apparent agreement from the majority of Council members. Mr. Minkus emphasized the need for transparency before the upcoming election and urged the Mayor and Council to vote on the matter at the next Council meeting. He believes voters have the right to know where each Council member stands on this issue.

SAMANTHA HAYES, of Gilbert, AZ, shared concerns about the behavior of Officer Tyler Service from the Chandler Police Department on school campuses within the Chandler Unified School District. She has addressed several incidents involving Officer Service and a black family at Bogel Junior High School. Ms. Hayes highlighted that Officer Tyler Service's actions have been unprofessional, retaliatory, and biased, specifically targeting the mother and her children. She emphasized that such behavior fosters an environment of fear and distrust and underlined the Council's need for immediate and decisive action. Samantha urged a thorough investigation of Officer Service's conduct, implementation of comprehensive bias training for all school resource officers, and exploration of alternative models of school safety that do not heavily rely on police presence. She emphasized that creating a nurturing and unbiased environment is crucial for all students' well-being and educational success.

BRIDGET VEGA, of Gilbert, AZ, expressed gratitude to the Mayor and Council for their proactive efforts in creating a safer community for the youth following the assault and murder of Preston Lord seven months ago. She called for transparency, mandated training for School Resource Officers (SROs), and improved communication between parents, schools, and SROs in the Chandler Unified School District. Ms. Vega asked for accountability and safety; she highlighted instances of physical assaults, sexual assaults, bullying, and drug-related incidents on school campuses. Ms. Vega asked the Council to prioritize the well-being of the youth and to seek justice for victims of violence.

SEDINA, shared concerns about biased policing and unfair treatment by the Chandler Police Department, particularly mentioning Officer Tyler Service at Bogle Junior High School. Sedina mentioned an incident involving her child being assaulted on school premises, which led to the child facing unjust disciplinary actions and being offered a misdemeanor charge, despite being the victim. Sedina emphasized the need for a thorough investigation into the matter and expressed the desire for equitable and fair treatment from law enforcement and school authorities.

Current Events

This item was not discussed at this meeting.

Adjourn

The meeting was adjourned at 6:32 p.m.

ATTEST: _____
City Clerk

Mayor

Approval Date of Minutes: June 27, 2024

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of Regular Meeting of the City Council of Chandler, Arizona, held on the 13th day of June 2024. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of June, 2024.

City Clerk



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: 6-13-24

Agenda Item No. N/A
(If applicable)

☒ Support

☐ Oppose

Comments:

See Attached

Name: Linda Sawyer

Address: 1158 W Linda Lane

City/State/Zip Chandler Az 85224

Phone: 480 326-2112

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

PUBLIC COMMENT

RE: PUBLIC RIGHT TO SPEAK AT ALL PUBLIC MEETINGS

IT'S ESSENTIAL FOR THE MAYOR AND COUNCIL TO AFFORD CHANDLER RESIDENTS THE OPPORTUNITY TO SPEAK AT **ALL** PUBLIC MEETINGS.

A YES VOTE WILL INDICATE THAT THE

- MAYOR AND COUNCIL WANT TO HEAR FROM RESIDENTS.
- MAYOR AND COUNCIL WANT COMPLETE INFORMATION, FROM ALL SOURCES, TO MAKE WELL INFORMED DECISIONS THAT IMPACT THE 280,000 RESIDENTS THEY SERVE.

A NO VOTE WILL INDICATE

- MAYOR AND COUNCIL DON'T WANT TO HEAR FROM RESIDENTS.
- MAYOR AND COUNCIL ARE NOT INTERESTED IN RECEIVING INFORMATION, FROM ALL SOURCES, IN ORDER TO MAKE WELL INFORMED DECISIONS THAT IMPACT THE 280,000 RESIDENTS THEY SERVE.

June 13, 2024 City Council Meeting
Unscheduled Public Appearances
Received from Les Minkus

CHANDLER CITY CLERK
JUN 13 2024 PM2:27

faminkus@msn.com

From: Arizona Corporation Commission <communications@azcc.gov>
Sent: Monday, June 10, 2024 12:54 PM
To: faminkus@msn.com
Subject: How to Participate in the June 11, 2024 Open Meeting

FOR IMMEDIATE RELEASE | 06-10-2024

Media Contact | Nicole Garcia
Direct | (602) 542-0728
E-mail | ngarcia@azcc.gov

How to Participate in the June 11, 2024 Open Meeting

Phoenix, Ariz. – Arizona residents are encouraged to participate by providing public comment in the upcoming Open Meeting of the Arizona Corporation Commission scheduled for Tuesday, June 11, 2024. There are several items on the agenda, including UNS Electric, Inc.'s proposed Black Mountain Expansion Project (L-00000F-24-0056-00230). The Commissioners will only hear public comment during the hearing from those who **submit requests prior to the beginning of the meeting at 10:00 AM.**

Members of the public who plan to attend the hearing have several options:

1. In-person
2. Over the phone: Please dial 1-877-309-3457 Passcode: 801972877## Phone lines are available up to 30 minutes before every Open Meeting
3. Video Conferencing using a WebEx link
4. Watching live stream video of the hearing at <http://www.azcc.gov/live>

Public input is welcome and oftentimes informative to the Commission. Members of the public who would like to speak on the matter during the hearing must submit a "Request to Speak" BEFORE the start of the hearing.

Registered members of the public can provide comment during the meeting either in-person, telephonically, or through video conferencing. There are TWO options to submit a "Request to Speak":

1. In-person – on the day of the Open Meeting members may sign up to speak at a kiosk placed outside of the hearing room.
2. Online at <https://efiling.azcc.gov/cases>

- In the section "Request to Speak at Open Meetings, click one of the options

- Click on the hearing date **06/11/2024 10:00 AM**

- Click on agenda item number you wish to speak on

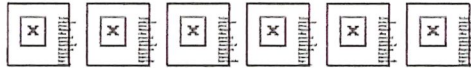
- Complete request form, then click on the green “submit” tab.
- User Guide can be found at <https://azcc.gov/news/2024/03/20/request-to-speak-or-comment-user-guide>

The Chairman will have access to the list of submitted requests and will call persons to speak at the appropriate time. Each speaker will be provided three minutes for public comment. The Chairman has sole discretion in calling on persons to speak and may ask persons with similar comments to designate a representative to speak on their behalf. If so, the representative of the group will be provided five minutes for public comment.

Those who need further assistance may contact our Customer Services representatives at (602) 542-4251.

###

The Arizona Corporation Commission was established by Article 15 in the Arizona Constitution to regulate public utilities and business incorporation. Five elected Commissioners oversee executive, legislative, and judicial proceedings on behalf of Arizonans when it comes to their water, electricity, telephone, and natural gas resources as well as the regulation of securities, pipeline, and railroad safety.



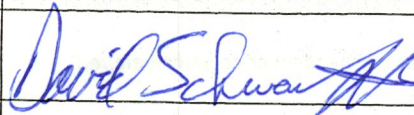
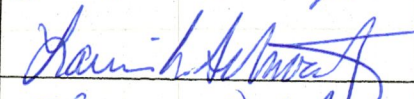
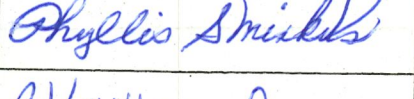
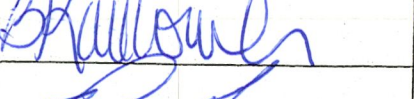
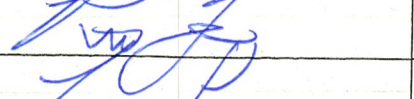

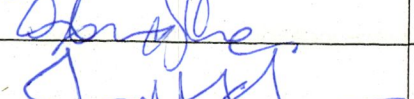
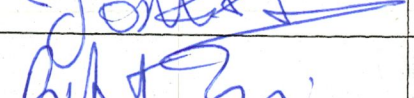
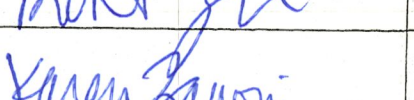
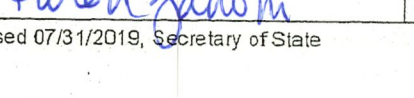
Arizona Corporation Commission | 1200 W. Washington Street | Phoenix, AZ 85007

[subscribe](#)



**PETITION BY CHANDLER RESIDENTS AND LEGAL VOTERS FOR THE RIGHT TO SPEAK AT CITY STUDY SESSIONS, WORK SESSIONS, COOMMITTEE,
SUB COMMITTEE AND CITY COUNCIL MEETINGS**

We the citizens, taxpayers, families and constituents of Chandler Arizona, on March 18, 2024 FORMALLY REQUESTED at that City Council Meeting, the right to speak at all public meetings on issues that impact our health, safety and livability in our City of Chandler. This right is to assure complete transparency of all facts and plans presented by our City Government Staff or independent contractor to our City Officials while the public can be present, vocal and permitted to participate for clarification, BEFORE the Mayor and Councilmembers vote and permanently adopt any ordinances, regulations, rules and laws to be newly implemented or amended.

	Signature	Print name and email address	Actual residence address, description of place of residence or Arizona post office box address, city or town	Date of signing
1		David Schwartzer SCHWARTZERDL@COMCAST.NET	3352 E Gemini Ct Chandler, AZ 85249	5/25/24
2		Laurie Schwartzer SCHWARTZERDL@COMCAST.NET	3352 E Gemini Ct Chandler, AZ 85249	5/25/24
3		PHYLLIS S. MINKUS phyllis.minkus@gmail.com	3372 E. GEMINI COURT CHANDLER AZ 85249	5/26/24
4		BETHANY KAAKOVSKI bethanyki4@hotmail.com	3353 E. GEMINI Ct CHANDLER, AZ 85249	5/24/24
5		Peter Foye	3432 E Gemini Ct 85249	5/26/24
6		Lisa Foye	3432 E Gemini Ct 85249	5/26/24
7		Edouard B. Ishac esc_eishac@yahoo.com	3435 E Aquarius Ct 85249	5/26/24
8		Joseph B. Ishac	3435 E Aquarius Ct 85249	5/26/24
9		Rob Zanoni robzanoni@earthlink.net	3430 E Sagittarius Ct 85249	5/26/24
10		Karen Zanoni Kvzanoni@gmail.com	3430 E Sagittarius Ct 85249	5/26/24

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PRINT NAME

LESLIE S. MINKUS

I,

a person who is not required to be a resident of this state but who is otherwise qualified to register to

COUNTY


MARICOPA

vote in the county of

, in the state of Arizona, hereby verify that each of the names on the petition was signed in my presence on the date indicated and that in my

belief each signer was a qualified elector who resides at the address given as their residence on the date indicated. I further verify that each signer is a member of the party from which the candidate is

seeking nomination, or the signer is a member of a political party that is not entitled to continued representation on the ballot, or the signer is registered as independent or no party preferred.



Signature of Circulator

LESLIE S. MINKUS

Typed or Printed Name of Circulator

3372 E. GEMINI CT




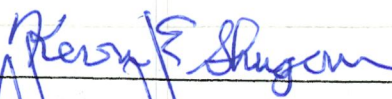


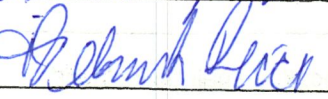
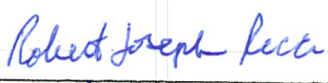
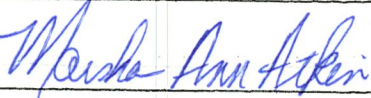
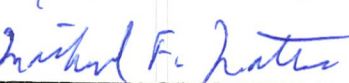
Circulator's Actual Residence Address
(If no street address, a description of residence location shall be included on the petition)

CHANDLER, AZ 85249

City or Town and Zip Code

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	Signature	Print name and email address	Actual residence address, description of place of residence or Arizona post office box address, city or town	Date of signing
1		KAREN M. VOLLIS PC.KAVOL@proton.me	24021 S. STARCREST DRIVE SUN LAKES, AZ 85248	5-28-24
2		Glenn Klassen gkklussen@gmail.com	380 West Aloe Place Chandler, AZ 85248	5/28-24
3		Lois Shugarr lshugarr@cox.net	2342 W Redwood Dr Chandler, AZ 85248	5/28/24
4		Kevin Shugarr KShugarr@cox.net	2342 W Redwood DR CHANDLER AZ 85248	5/28/24
5		T. L. Scott T.L.Scott@proton.me	1551 W AZALEA DR CHANDLER AZ 85248	5/28/24
6		Charles Schuyler McCorkle cs.mccorkle@mac.com	1921 E. Hazen Pl Chandler, AZ 85226	5/28/24
7		Bodejock@aol.com Deborah Ricci	1481 E. GARY DR Chandler AZ 85225	5/28/24
8		Robert J Ricci Bob@LegacyOneInsurance.net	1481 EAST GARY DRIVE Chandler AZ 85225	5/28/24
9		Marsha Atkin marshatkin@yahoo.com	2292 E. Kempton Rd - Chandler AZ 85225	5-28-24
10		MICHAEL MATTES MATTES - MICHAEL@YAHOO.COM	2173 E. KEMPTON RD CHANDLER, AZ 85225	5-28-24

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LESLIE S. MINKUS

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COUNTY

MARICOPA

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Signature of Circulator

LESLIE S. MINKUS

Typed or Printed Name of Circulator

3372 E. GEMINI CT.

Circulator's Actual Residence Address

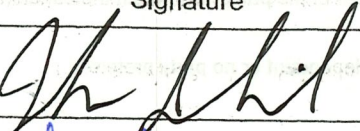
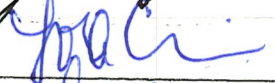
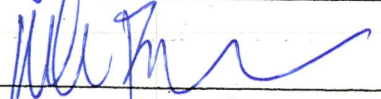

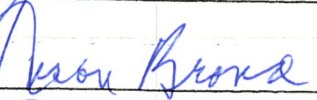
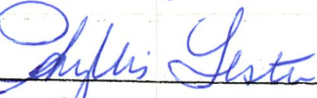
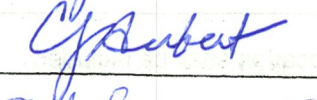

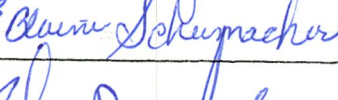
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	Signature	Print name and email address	Actual residence address, description of place of residence or Arizona post office box address, city or town	Date of signing
1		John E. Kovich IKESTER59comcast.net	2193 E. Kempton Rd. Chandler, AZ 85225	5/28/24
2		Lora Robinson robinsonjl@cox.net	3374 E. Beechnut Pl. Chandler, AZ 85249	5/28/24
3		Will. Bullock WILL.BULLOCK-WB@pepco.net DAVID BRAND	518 E. WOOD PL Chandler, AZ 85249	5/28/24
4		BRANDD1862@gmail.com Sue.brand@cox.net SUSAN BRAND	1862 W. HAUSAU WAY CHANDLER, AZ 85248	5/28/24
5		PHYLLIS LESTER	1862 W. HAUSAU WAY CHANDLER, AZ 85248	5/28/24
6		Charles Herbert cjh Herbert@aol.com	990 S Meadows Dr Chandler, AZ 85224	5-28-24
7		PEGGY STANNY BOLSTOP @ O. com	1851 W. AZARATE CHANDLER, AZ 85248	5/28/24
8		Elizabeth Blaine Schumacher BMACHES8@gmail.com	1238 S Brentwood Ct Chandler AZ 85286	5/28/24
9		THOMAS DEAN SCHUMACHER Crschunbrnbb@gmail.com	1238 S Brentwood Ct CHANDLER AZ 85286	5/28/24

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PRINT NAME

Leslie S. Minkus

I, a person who is not required to be a resident of this state but who is otherwise qualified to register to

COUNTY

MARICOPA

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Signature of Circulator

Leslie S. Minkus

Typed or Printed Name of Circulator

3372 E Gemini Ct.

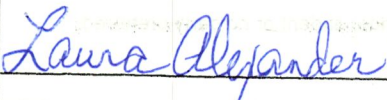

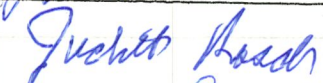
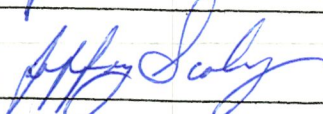

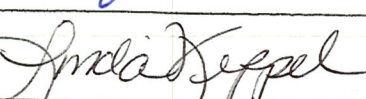


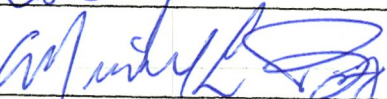

Circulator's Actual Residence Address
(If no street address, a description of residence location shall be included on the petition)

Citandlen, AZ 85249

City or Town and Zip Code

**PETITION BY CHANDLER RESIDENTS AND LEGAL VOTERS FOR THE RIGHT TO SPEAK AT CITY STUDY SESSIONS, WORK SESSIONS, COOMMITTEE,
SUB COMMITTEE AND CITY COUNCIL MEETINGS**

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	Signature	Print name and email address	Actual residence address, description of place of residence or Arizona post office box address, city or town	Date of signing
1		Laura Alexander gr8scot0711@aol.com	712 W Park Ave, Chandler 85225	6/6/24
2		Jared Prosser	5732 W Parview St Chandler, AZ 85226	6/6/2024
3		Judith Rosen msrxav8R@gmail.com	774 S Jay Chandler, AZ 85335	6/6/2024
4		Jeffrey Scoby jeffreyscoby@yahoo.com	50 N. Bradley Dr. Chandler, AZ 85226	6/6/2024
5		MARK RIESTERER	664 E Bellerive PL CHANDLER, 85249	6/6/2024
6		LINDA KEPPEL	6284 W. DUBLIN LN CHANDLER, AZ 85226	6/6/24
7		Laurie Fagen LaurieFagen@gmail.com	413 W. Carol Dr Chandler AZ 85248	6/6/24
8		DAWN VUKADINOVICH DAWN.VUKADINOVICH@yahoo.com	1883 E. SANTAN ST CHANDLER, AZ 85225	6/6/24
9		MICHAEL L. ROGERS	5351 W FOREST ST CHANDLER, AZ 85226	6/6/24
10		Leslie Minkus EMinkus@MSN.com	2372 E. Gemini Ct CHANDLER, AZ 85249	6/6/24

Instructions for Circulators

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3. Circulator's name shall be typed or printed under the circulator's signature.
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PRINT NAME

Leslie S. Minkus

a person who is not required to be a resident of this state but who is otherwise qualified to register to

COUNTY

Mohave

vote in the county of

, in the state of Arizona, hereby verify that each of the names on the petition was signed in my presence on the date indicated and that in my

belief each signer was a qualified elector who resides at the address given as their residence on the date indicated. I further verify that each signer is a member of the party from which the candidate is

seeking nomination, or the signer is a member of a political party that is not entitled to continued representation on the ballot, or the signer is registered as independent or no party preferred.



Signature of Circulator

Leslie S Minkus

Typed or Printed Name of Circulator

3372 E. Gemini Ct.

Circulator's Actual Residence Address

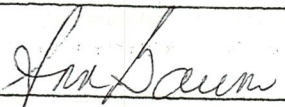

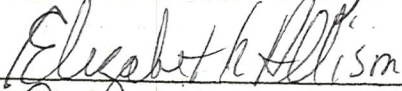

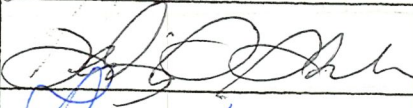
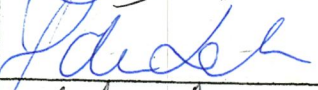

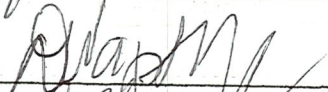
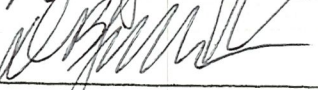
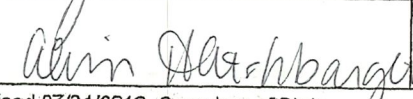
(If no street address, a description of residence location shall be included on the petition)

CHANDLER, AZ 85249

City or Town and Zip Code

**PETITION BY CHANDLER RESIDENTS AND LEGAL VOTERS FOR THE RIGHT TO SPEAK AT CITY STUDY SESSIONS, WORK SESSIONS, COOMMITTEE,
SUB COMMITTEE AND CITY COUNCIL MEETINGS**

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	Signature	Print name and email address	Actual residence address, description of place of residence or Arizona post office box address, city or town	Date of signing
1		Sierrarob@aol.com Ann Baum	85286 3120 S. Salt Cedar Pl Chandler	6-10-23/
2		Karen McLaughlin	CHANDLER 3271 S. Big Horn Dr 85286	6-10-24
3		Elizabeth Allison	Chandler 412 W. Lantana Pl 85248	6-10-24
4		Carol Suden	Chandler 2840 E San Tan St 85225	6-10-24
5		Beatriz Stuh	3804 S Wayne Dr Chandler, AZ 85286	6-10-24
6		Haina Leibowitz	6555 Newport St Chandler	6-10/24
7		Heather Stivers	3771 S. Marion Way. Chandler 85286	6/10/24
8		Dorothy Wagstaff	945 E. Folley St Chandler 85225	6/10/24
9		D.B. SULLIVAN	1385 E. TOY TO DR CHANDLER 85249	6/10/24
10		Alissa Harshbarger	1815 E Grand Canyon Dr. 85249	6/10/24

Instructions for Circulators

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3. Circulator's name shall be typed or printed under the circulator's signature.
4. Circulator's actual residence address or, if no street address, a description of residence location shall be included on the petition.

I, **PRINT NAME** Phyllis Lester

a person who is not required to be a resident of this state but who is otherwise qualified to register to

vote in the county of **COUNTY** Maricopa

, in the state of Arizona, hereby verify that each of the names on the petition was signed in my presence on the date indicated and that in my belief each signer was a qualified elector who resides at the address given as their residence on the date indicated. I further verify that each signer is a member of the party from which the candidate is seeking nomination, or the signer is a member of a political party that is not entitled to continued representation on the ballot, or the signer is registered as independent or no party preferred.

Phyllis Lester
Signature of Circulator




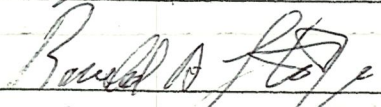
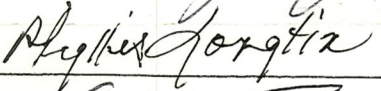
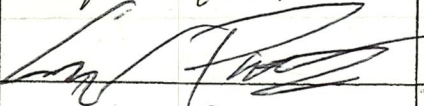
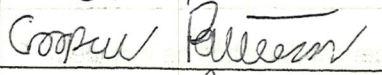

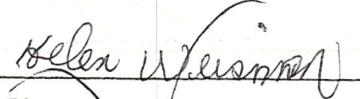

Phyllis Lester
Typed or Printed Name of Circulator

1975 E GRAND CANYON DR
Circulator's Actual Residence Address
(If no street address, a description of residence location shall be included on the petition)

CHANDLER, AZ 85249
City or Town and Zip Code

**PETITION BY CHANDLER RESIDENTS AND LEGAL VOTERS FOR THE RIGHT TO SPEAK AT CITY STUDY SESSIONS, WORK SESSIONS, COOMMITTEE,
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	Signature	Print name and email address	Actual residence address, description of place of residence or Arizona post office box address, city or town	Date of signing
1		Michael Harshbarger	1815 E Grand Canyon Dr. 85249	6/10/24
2		Craig Wright	1934 E. Grand Canyon Dr. 85249	06/16/24
3		Ning Guan	1965 E. Grand Canyon Dr. 85249	06/16/24
4		RONALD A. LONGTIN JR	1945 E GRAND CANYON DR 85249	06/16/24
5		Rhyllis LONGTIN	1945 E GRAND CANYON DR 85241	6-10-24
6		GREG PATTERSON	1954 E. Grand Canyon Dr. Chandler 85249	6-10-24
7		Cooper Patterson	1954 E Grand Canyon Dr. Chandler 85249	6-10-24
8		Kelli J. Patterson	1954 E. Grand Canyon Dr Chandler 85249	6-10-24
9		HELEN WEISMAN	4181 S. Tumbleweed Dr Chandler 85248	6-10/24
10		JAMES LARA	1914 E. GRAND CANYON DR	6/11/24

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4. Circulator's actual residence address or, if no street address, a description of residence location shall be included on the petition.

PRINT NAME

Phyllis Lester

I, a person who is not required to be a resident of this state but who is otherwise qualified to register to

COUNTY

Maricopa

vote in the county of in the state of Arizona, hereby verify that each of the names on the petition was signed in my presence on the date indicated and that in my belief each signer was a qualified elector who resides at the address given as their residence on the date indicated. I further verify that each signer is a member of the party from which the candidate is seeking nomination, or the signer is a member of a political party that is not entitled to continued representation on the ballot, or the signer is registered as independent or no party preferred.

Phyllis Lester

Signature of Circulator

Phyllis Lester

Typed or Printed Name of Circulator

1975 E GRAND CANYON DR

Circulator's Actual Residence Address

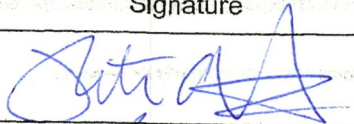
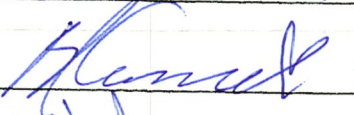
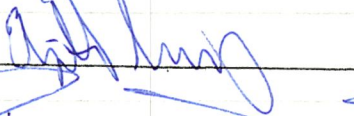
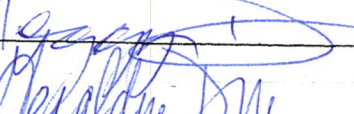
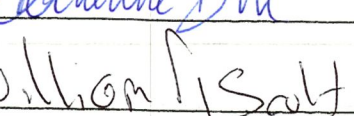
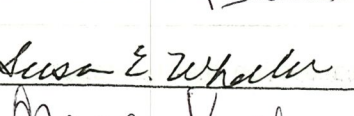
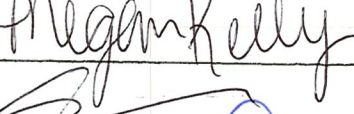
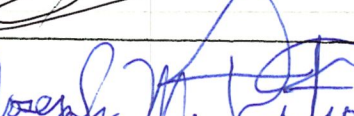
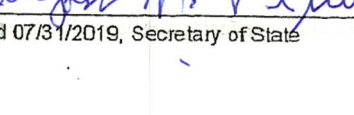

(If no street address, a description of residence location shall be included on the petition)

CHANDLER, AZ 85249

City or Town and Zip Code

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	Signature	Print name and email address	Actual residence address, description of place of residence or Arizona post office box address, city or town	Date of signing
1		WETSAVER@gmail.com	4639 W Gary Dr. Chandler, Az. 85226	6/11/24
2		R. H. Ksmaier	4632 W. GARY DR CHANDLER, AZ 85226	6/11/24
3		Elizabeth Gregory	303 E Tremain Dr AZ 85225	6/11/24
4		Peggy DUMAS	1522 W ALAMO DR Chandler 85224	6-11-24
5		Geraldine Duke	153E Campbell Rd Chandler AZ 85225	6/11/24
6		William F Salt	5661 West Megan St Chandler AZ 85226	6/11/24
7		Susan E. Wheeler	5711 W. Dublin Lane Chandler AZ 85226	4/11/2024
8		Megan Kelly	4751 W. Geronimo St. Chandler, AZ 85226	6/11/2024
9		Greg Elson	164 South Fir Street Chandler, AZ 85226	6/11/2024
10		Joseph M. DiFiora	4111 N. Kyrene Rd., Chandler, AZ 85226	6/11/24

Instructions for Circulators

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PRINT NAME

LINDA M SAWYER

I, a person who is not required to be a resident of this state but who is otherwise qualified to register to

COUNTY

MARICOPA

vote in the county of in the state of Arizona, hereby verify that each of the names on the petition was signed in my presence on the date indicated and that in my belief each signer was a qualified elector who resides at the address given as their residence on the date indicated. I further verify that each signer is a member of the party from which the candidate is seeking nomination, or the signer is a member of a political party that is not entitled to continued representation on the ballot, or the signer is registered as independent or no party preferred.



Signature of Circulator

Linda M Sawyer

Typed or Printed Name of Circulator

1158 W Linda lane


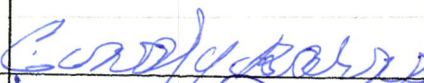
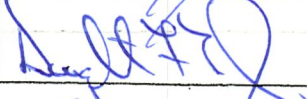
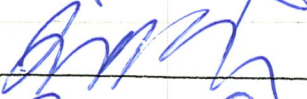
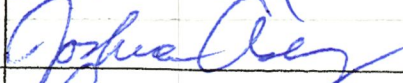
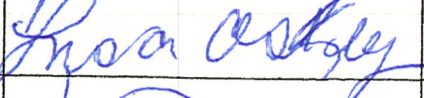

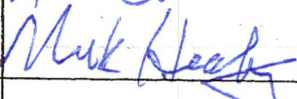
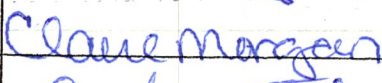
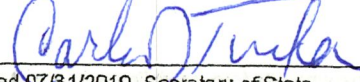
Circulator's Actual Residence Address
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Chandler Az 85224

City or Town and Zip Code

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	Signature	Print name and email address	Actual residence address, description of place of residence or Arizona post office box address, city or town	Date of signing
1		CATHLEEN CHAPPELL	62 N. Sola Pl. Chandler, AZ 85225	06-06-24
2		CINDY BARNES barnes.c11@gmail.com	1001 N SABA ST 293 CHANDLER AZ 85225	6/11/24
3		Dwight F Lewis clewis747@aol.com	100 N HEARTHSTONE WAY APT 4121 Chandler AZ 85226	6/11/24
4		MARK DODSON mark.dodson@TPACTION.COM	200 E KADOK #32 CHANDLER, AZ 85225	6/11/24
5		JOSHUA ASKEY	2301 E. INDIAN WELLS DR CHANDLER - 85249	6/11/24
6		Lisa Askey	2301 E Indian Wells Blvd Chandler AZ 85249	6/11/24
7		pcwithkaren@gmail.com	5513 W Venus Way Chandler AZ 85226	6/11/24
8		MARK HEALY MARK@kickin.com	629 N. ELM ST CHANDLER AZ 85226	6/11/24
9		Claire Morgan cortey-blumel@hotmail.com	19124 E. Lawndale Place Queen Creek AZ 85142	4/11/24
10		Carla J. Tucker cjntucker@gmail.com	6343 W. Duloline Chandler, AZ 85226	6/11/24

Instructions for Circulators

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PRINT NAME

Leslie S. Minkus

I, a person who is not required to be a resident of this state but who is otherwise qualified to register to

COUNTY

Maricopa

vote in the county of , in the state of Arizona, hereby verify that each of the names on the petition was signed in my presence on the date indicated and that in my belief each signer was a qualified elector who resides at the address given as their residence on the date indicated. I further verify that each signer is a member of the party from which the candidate is seeking nomination, or the signer is a member of a political party that is not entitled to continued representation on the ballot, or the signer is registered as independent or no party preferred.



Signature of Circulator

Leslie S. Minkus

Typed or Printed Name of Circulator

3372 E. Gemini Ct.

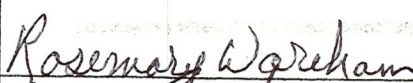

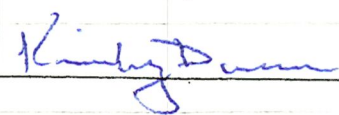
Circulator's Actual Residence Address
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Chandler, AZ 85249

City or Town and Zip Code

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	Signature	Print name and email address	Actual residence address, description of place of residence or Arizona post office box address, city or town	Date of signing
1		PRosebud26@cox.net ROSEMARYWAREHAM	3451 W. Golden Ln Chandler 85226	6/11/24
2		TROY NELSON USACit1970@gmail.com	3269 W. MEGAN ST. CHANDLER 85226	6/11/24
3		Kimberly Duncan husskerkak@gmail.com	2015 N Verano Way Chandler 85224	6/11/24
4				
5				
6				
7				
8				
9				
10				

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4. Circulator's actual residence address or, if no street address, a description of residence location shall be included on the petition.

PRINT NAME

LESLIE MINKUS

I, a person who is not required to be a resident of this state but who is otherwise qualified to register to

COUNTY

MARICOPA

vote in the county of , in the state of Arizona, hereby verify that each of the names on the petition was signed in my presence on the date indicated and that in my belief each signer was a qualified elector who resides at the address given as their residence on the date indicated. I further verify that each signer is a member of the party from which the candidate is seeking nomination, or the signer is a member of a political party that is not entitled to continued representation on the ballot, or the signer is registered as independent or no party preferred.



Signature of Circulator

LESLIE MINKUS

Typed or Printed Name of Circulator

3372 E. Gemini Ct

Circulator's Actual Residence Address


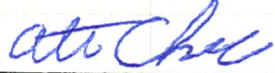
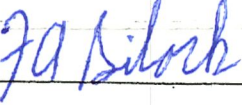
(If no street address, a description of residence location shall be included on the petition)

Chandler, AZ 85249

City or Town and Zip Code

**PETITION BY CHANDLER RESIDENTS AND LEGAL VOTERS FOR THE RIGHT TO SPEAK AT CITY STUDY SESSIONS, WORK SESSIONS, COOMMITTEE,
SUB COMMITTEE AND CITY COUNCIL MEETINGS**

We the citizens, taxpayers, families and constituents of Chandler Arizona, on March 18, 2024 FORMALLY REQUESTED at that City Council Meeting, the right to speak at all public meetings on issues that impact our health, safety and livability in our City of Chandler. This right is to assure complete transparency of all facts and plans presented by our City Government Staff or independent contractor to our City Officials while the public can be present, vocal and permitted to participate for clarification, BEFORE the Mayor and Councilmembers vote and permanently adopt any ordinances, regulations, rules and laws to be newly implemented or amended.

	Signature	Print name and email address	Actual residence address, description of place of residence or Arizona post office box address, city or town	Date of signing
1		Joseph Yang	303 E Tremaine Dr Chandler AZ 85225	06/11
2		ALTON CHARKO	5609 W AVALONCY CHANDLER AZ 85226	6/11
3		TONY SILOCK	1160 N APOLLO DR CHANDLER, AZ 85224	6/11/24
4				
5				
6				
7				
8				
9				
10				

Instructions for Circulators

1. All petitions shall be signed by circulator.
2. Circulator is not required to be a resident of this state but otherwise must be qualified to register to vote in this state and, if not a resident of this state, shall register as a circulator with the secretary of state.
3. Circulator's name shall be typed or printed under the circulator's signature.
4. Circulator's actual residence address or, if no street address, a description of residence location shall be included on the petition.

PRINT NAME

Leslie Minkus

I, a person who is not required to be a resident of this state but who is otherwise qualified to register to

COUNTY

Maricopa

vote in the county of , in the state of Arizona, hereby verify that each of the names on the petition was signed in my presence on the date indicated and that in my belief each signer was a qualified elector who resides at the address given as their residence on the date indicated. I further verify that each signer is a member of the party from which the candidate is seeking nomination, or the signer is a member of a political party that is not entitled to continued representation on the ballot, or the signer is registered as independent or no party preferred.



Signature of Circulator

LESLIE MINKUS

Typed or Printed Name of Circulator

3372 E. Gemini Ct.

Circulator's Actual Residence Address
(If no street address, a description of residence location shall be included on the petition)

CHANDLER, AZ 85249

City or Town and Zip Code

**PETITION BY CHANDLER RESIDENTS AND LEGAL VOTERS FOR THE RIGHT TO SPEAK AT CITY STUDY SESSIONS, WORK SESSIONS, COOMMITTEE,
SUB COMMITTEE AND CITY COUNCIL MEETINGS**

We the citizens, taxpayers, families and constituents of Chandler Arizona, on March 18, 2024 FORMALLY REQUESTED at that City Council Meeting, the right to speak at all public meetings on issues that impact our health, safety and livability in our City of Chandler. This right is to assure complete transparency of all facts and plans presented by our City Government Staff or independent contractor to our City Officials while the public can be present, vocal and permitted to participate for clarification, BEFORE the Mayor and Councilmembers vote and permanently adopt any ordinances, regulations, rules and laws to be newly implemented or amended.

	Signature	Print name and email address	Actual residence address, description of place of residence or Arizona post office box address, city or town	Date of signing
1	<i>Patricia A Dutton</i>	Patricia A Dutton patty@duttonintl.com	4683 W. Tara Dr. Chandler	6/11/2024
2				
3				
4				
5				
6				
7				
8				
9				
10				

Instructions for Circulators

1. All petitions shall be signed by circulator.
2. Circulator is not required to be a resident of this state but otherwise must be qualified to register to vote in this state and, if not a resident of this state, shall register as a circulator with the secretary of state.
3. Circulator's name shall be typed or printed under the circulator's signature.
4. Circulator's actual residence address or, if no street address, a description of residence location shall be included on the petition.

I, **PRINT NAME** Leslie Markus a person who is not required to be a resident of this state but who is otherwise qualified to register to vote in the county of **COUNTY** Maricopa, in the state of Arizona, hereby verify that each of the names on the petition was signed in my presence on the date indicated and that in my belief each signer was a qualified elector who resides at the address given as their residence on the date indicated. I further verify that each signer is a member of the party from which the candidate is seeking nomination, or the signer is a member of a political party that is not entitled to continued representation on the ballot, or the signer is registered as independent or no party preferred.



Signature of Circulator

LESLIE Markus

Typed or Printed Name of Circulator

3372 E. Gemini Ct.

Circulator's Actual Residence Address
(If no street address, a description of residence location shall be included on the petition)

Chandler AZ 85249

City or Town and Zip Code

Meeting Minutes

City Council Special Meeting

June 13, 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 6:32 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

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

Action Agenda and Discussion

1. Resolution No. 5801 Adopting the Annual Budget in the Amount of \$1,629,072,684; Setting Forth the Receipts and Expenditures; and the Amounts Proposed to be Raised by Direct Property Taxation for the Various Purposes for Fiscal Year (FY) 2024-25, and Adopting the 2025-2034 Capital Improvement Program (CIP) in the Amount of \$2,488,884,031

Move City Council pass and adopt Resolution No. 5801, adopting the Annual Budget in the amount of \$1,629,072,684; setting forth the receipts and expenditures; and the amounts proposed to be raised by direct property taxation for the various purposes for FY 2024-25, and adopting the 2025-2034 CIP in the amount of \$2,488,884,031, as presented or amended after the close of the public hearing.

Action Agenda Motion and Vote

Councilmember Stewart moved to approve the Action Agenda Item No. 1 of the June 13, 2024, Special Meeting; Seconded by Councilmember Ellis.

Motion carried unanimously (7-0).

Current Events

1. Mayor's Announcements

MAYOR HARTKE announced that public comments will now be included in Council work sessions and subcommittee meetings. The public comments will be limited to items on the published meeting agenda, and each speaker will be allowed up to three minutes to speak. The Council will set aside 15 minutes for public comment, adjusting if necessary. Additionally, comments for non-agenda items will continue to be heard during regular meetings. The Council can review, add to, or detract from these measures in the future, but going forward, public comment will be a regular part of all work sessions.

MAYOR HARTKE announced the ReDiscover South Chandler campaign. The campaign aims to showcase the diverse and vibrant local businesses in South Chandler and encourage people to explore the area's unique restaurants, shopping experiences, and local spots. For behind-the-scenes peeks and insider recommendations, visit our @VisitChandler Instagram account.

MAYOR HARTKE announced the Summer Reading Program and encouraged everyone to sign up for the reading challenge, which is available on Chandlerlibrary.org. The theme is "Adventure Begins at Your Library" and features fun events and great prizes for all ages. Registration is open from June 1 to August 1, so do not miss the opportunity to start earning points.

MAYOR HARTKE wished everyone a happy Father's Day.

2. Council's Announcements

COUNCILMEMBER ENCINAS announced on June 7 that the first Pride Flag was raised in Chandler at Dr. AJ Chandler Park, emphasizing the city's ongoing efforts to be a welcoming community to everyone. He thanked the community, the Office of Governor Hobbs, the Office of Secretary of State Adrian Fontes, and other elected officials for their support. He thanked the Mayor and Council members for their contributions to this important initiative and acknowledged the role of prior Council members in passing the Non-Discrimination Ordinance (NDO).

COUNCILMEMBER ELLIS announced the Chandler Juneteenth Celebration, the South Chandler Self-Help Foundation and the City of Chandler will host the annual Miss Juneteenth Arizona Scholarship program through workshops and community Services. A contestant furthers their knowledge of Juneteenth, their cultural heritage, and current issues. The pageant starts at 7 pm at the Chandler Center for the Arts.

COUNCILMEMBER ELLIS announced the Women of Chandler City Council series to highlight the women who have served in the city. Videos will be posted on the City Council's Facebook page on June 14 and June 21. The first video was posted on June 7. Join us to learn about their challenges, motivations for serving, and unique legacies.

VICE MAYOR HARRIS commented that the Juneteenth Pageant is a good time for people to engage in the community and these young women are our community's future.

VICE MAYOR HARRIS announced Chandler Music in the Park on Saturday, June 15, 7 – 9:30 p.m. at Dr. A.J. Chandler Park—West 3 S. Arizona Ave. Vice Mayor Harris invites everyone to attend and hopes to see everyone there.

COUNCILMEMBER STEWART was invited to Princeton University to speak about innovative initiatives in Chandler, highlighting that the city is a leader in implementing cutting-edge technology such as autonomous vehicles. He highlighted the city's reputation for innovation and expressed his pride in the community and its achievements.

COUNCILMEMBER ORLANDO shared his pride in Chandler's governance and forward-thinking approach at the National League of Cities summer board directors meeting. He emphasized the importance of governing for the next generation and expressed gratitude to the residents for their support. He also highlighted Chandler's advancements, such as the upcoming solar initiatives, and extended happy Father's Day wishes.

COUNCILMEMBER POSTON announced the Summer Reading program, accepting Mayor Hartke's challenge, and encouraged everybody in Chandler to get kids reading.

COUNCILMEMBER POSTON shared a warm Father's Day message wishing everyone a happy Father's Day.

3. City Manager's Announcements

None.

Adjourn

The meeting was adjourned at 6:46 pm.

ATTEST: _____
City Clerk

Mayor

Approval Date of Minutes: June 27, 2024

Certification

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Special Meeting of the City Council of Chandler, Arizona, held on the 13th day of June 2024. I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of June, 2024.

City Clerk



City Council Memorandum City Magistrate Memo No. N/A

Date: June 24, 2024
To: Mayor and Council
Thru: N/A
From: Alicia Skupin, City Magistrate
Subject: Agreement No. CC4-961-4762 for Public Defender Services

Proposed Motion:

Move City Council approve Agreement No. CC4-961-4762, for public defender services, with Michael J. Smith, Attorney at Law; Elizabeth Gonzalez, AJ Law Group, PLC; Jared Allen, Law Office of Jared Allen PLLC; Ursula H. Kanjoma, Gordwin Law, PLLC; Manny A. Jacobo, Jacobo Law Firm, PLLC; Alex D. Gonzalez, Attorney at Law; and Christopher J. Palmisano, The Law Offices of Christopher J. Palmisano, PLC, for public defender services, in an amount not to exceed \$427,000, for the period of one year, beginning July 1, 2024, through June 30, 2025, with the option of up to four one-year extensions.

Background/Discussion:

The United States Constitution, the Arizona Constitution, and the Rules of Criminal Procedure for the State of Arizona, Section III Rights of Parties, Rule 6-Attorneys, Appointment of Counsel, requires criminal defense representation be provided through the services of a Public Defender where such legal representation is required. The Public Defender shall be licensed to practice law in the State of Arizona, be a member in good standing in the State Bar of Arizona, be professionally qualified to provide misdemeanor criminal defense representation, and be ready, willing, and able to do so.

Chandler Municipal Court previously contracted for public defender services with qualified individuals. The contracts with these individuals have expired; therefore, Chandler Municipal Court issued Request for Proposals No. CC4-961-4762 - City of Chandler Public Defender Services to solicit applicants with the intent of contracting the legal services of qualified public defenders.

Evaluation:

On March 14, 2024, staff issued Request for Proposal No. CC4-961-4762 for public defender services. Notification was sent to all registered vendors. Fifteen proposals were received from the following offerors:

AJ Law Group, PLC
Alatorre Law, PC
Alex D. Gonzalez, Attorney at Law
Aredo Law Group, PLLC
Blischak Law, PLLC
Dworman Law
Gillespie & Associates
Gonzalez & Smith, P.C.
Gordwin Law, PLLC
Jacobco Law Firm, PLLC
The Law Offices of Christopher J. Palmisano, PLC
The Law Office of Jared Allen, PLLC
The Law Office of Paula Lorona, PLLC
Whittenton Law Group, LLC
Zalevsky Law, PLLC
Zazueta Law Group, PLLC

The Evaluation Committee evaluated the proposals in accordance with the evaluation criteria and recommends award be made as follows:

Michael J. Smith, Attorney at Law - Full Time Public Defender, Slot 1
Elizabeth Gonzalez, AJ Law Group, PLC - Full Time Public Defender, Slot 2
Jared Allen, Law Office of Jared Allen PLLC - Full Time Public Defender, Slot 3
Ursula H. Kanjoma, Gordwin Law, PLLC - Full Time Public Defender, Slot 4
Manny A. Jacobo, Jacobco Law Firm, PLLC - Full Time Public Defender, Slot 5
Alex D. Gonzalez, Attorney at Law - Full Time Public Defender, Slot 6
Christopher J. Palmisano, The Law Offices of Christopher J. Palmisano, PLC
- Part Time Public Defender, Veterans Court and Part Time Public Defender,
Mental Health and Support Court

Financial Implications:

Chandler Municipal Court budgeted for its public defender services in the amount of \$412,500 per year within its operating budget. This contract will compensate each of the six full-time attorneys at the rate of \$60,000 per year, and two additional counsel services for the East Valley Regional Veterans' Court and Mental Health/Support Court at the rate of \$12,000 and \$20,000 respectively.

Fiscal Impact				
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1050.5215.0000.000000.0000	General Fund	N/A	\$312,500	N
101.1050.5215.5CEF.000000.0000	General Fund	N/A	\$100,000	N

Attachments	
Agreement Slot 1	
Agreement Slot 2	
Agreement Slot 3	
Agreement Slot 4	
Agreement Slot 5	
Agreement Slot 6	
Agreement Specialty	



City Clerk Document No. _____

City Council Meeting Date: June 27, 2024

**CITY OF CHANDLER SERVICES AGREEMENT
PUBLIC DEFENDER SERVICES
CITY OF CHANDLER AGREEMENT NO. CC4-961-4762, SLOT 1**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Michael J. Smith, Attorney at Law (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2024 (Effective Date).

RECITALS

- A. City proposes to enter an agreement for public defender services for Slot 1 as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.
- B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.
- C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

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

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:

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

City means the City of Chandler, Arizona

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

Days means calendar days

May, Should means something that is not mandatory but permissible

Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides

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

SECTION III: PERIOD OF SERVICE

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

The term of the Agreement is one year, and begins on July 1, 2024, and ends on June 30, 2025, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed \$65,000 (\$60,000 annual compensation and up to \$5,000 other compensation approved by the Court). Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

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

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

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall

remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

SECTION V: GENERAL CONDITIONS

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

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

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and

immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

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

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise

from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

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

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

For the City	For the Contractor
Name: Saranna Davidson	Name: Michael J. Smith
Title: Procurement Officer	Title: Attorney at Law
Address: 175 S. Arizona Ave., 3 rd Floor	Address: P.O. Box 94328
Chandler, AZ 85249	Phoenix, AZ 85070
Phone: 480-782-2406	Phone: 602 228-9938 Cell: 602 980-4426
Email: saranna.davidson@chandleraz.gov	Email: gonzalezandsmith@aol.com

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing

administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.41 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in

accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

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

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

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

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

5.45 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.46 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

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

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

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Michael J. Smith

Its: Attorney at Law

APPROVED AS TO FORM:

By: _____

City Attorney *REL*

ATTEST:

By: _____

City Clerk

EXHIBIT A SCOPE OF SERVICES

APPEARANCE TIME

The Contractor will provide services in a regular full-time assignment. Contractor will appear regularly for two (2) full day sessions and one (1) half-day session every other week (i.e., 2.5 days every other week/total of five (5) days per month) as follows:

- One (1) half-day appearance, Jail court (8:30 AM to 11:00 AM)
- Two (2) full-day appearances, regular docket (8:30 AM to Noon, 1:30 PM to 5:00 PM)

The Contractor will appear according to the following schedule.

COURTROOM 4	PUBLIC DEFENDER SLOT 1 SCHEDULE (WEEK 1)
Public Defender assigned to courtroom 4, week 1.	<p style="text-align: center;">TUESDAY</p> <p>AM – Jail Court</p> <p>PM – Pre-Trial Conference</p> <p style="text-align: center;">WEDNESDAY</p> <p>AM – Pre-Trial Conference</p> <p>PM – Pre-Trial Conference</p> <p style="text-align: center;">THURSDAY</p> <p>AM – Trials/Hearing</p>

CONTRACTOR'S OBLIGATIONS

1. Contractor shall provide legal representation as a public defender to eligible defendants when appointed to do so by a judicial officer of the Court.
2. Contractor shall provide legal advice/guidance at initial arraignments and at in-custody/out-of-custody proceedings.
3. Scope and Requirements of Representation. Contractor shall represent assigned defendants at all court proceedings, including but not limited to, arraignments, pre-trial conferences, calendar calls, motions, evidentiary hearings, oral arguments, settlement conferences, jury and bench trials, sentencings, sentence reviews, Rule 11 hearings, modifications of sentence, orders to show cause hearings, bail hearings, probation revocation proceedings (arraignments and hearings), special hearings, appeal proceedings and special actions, as well as appeals to higher courts, unless the judicial officer before whom the matter is to be heard excuses the personal appearance by the Contractor. Contractor must be able to participate in proceedings that are conducted in-person or remotely using video and audio technology. Contractor must be proficient in the use of virtual appearance technology, digital signature software (e.g., DocuSign), and related technologies and software. In addition to representing in-custody clients, Contractor shall also serve as advisory counsel during assigned jail court appearances and at other court hearings as determined by the Contract Administrator.
4. Continuing Obligation of Representation. In the event this Agreement expires and is not renewed at the end of a contract term, or if for any reason it is terminated by either party,

Contractor shall remain responsible for completing all cases assigned and active before the end date of the Agreement regardless of the length of time necessary to complete the case after the date of expiration or termination unless Contractor is relieved from the case by the Court.

5. Quality of Representation. Contractor shall provide competent and professional legal representation consistent with the standards set forth in the Arizona Rules of Professional Conduct and applicable case law to every assigned Defendant. Contractor shall use reasonable diligence and promptness in notifying clients of their legal rights and legal options, and in advocating for clients with respect to all matters that may be appropriately raised before the Court in defense of the clients and/or relating to the matter(s) of the clients that are scheduled with the Court at the assigned docket. Contractor shall also use professionally reasonable diligence in notifying and advising clients of possible consequences of Court action resulting from Defendants' nonperformance of Court obligations or nonappearance at future scheduled Court sessions (proof of such notice may be requested and shall be supplied by Contractor upon request). Minimum performance standards applicable to Contractor's representation shall include, but are not limited to, the following:
 - a. Contractor shall be available to consult with assigned clients prior to pretrial disposition conferences and is required to use reasonable diligence in maintaining contact with defendants through final disposition of their cases.
 - b. Contractor shall be ready to proceed at their scheduled hearing unless timely notification is filed with the court.
 - c. Contractor shall be accessible and responsive to assigned defendants including accepting and responding in a timely manner to client communications via telephone and e-mail.
 - d. Contractor shall report to all scheduled proceedings promptly and shall be fully prepared before the commencement of any proceeding. Contractor shall remain in court until proceedings related to their assigned defendants are finished for the day and all related paperwork is completed and signed.
6. Substitute Counsel. Contractor shall provide substitute counsel when unable for any reason to appear in Court or at any of the proceedings described above for any Defendant Contractor has been appointed to represent. Substitute counsel shall not be used routinely and shall not exceed twenty percent (20%) of all court appearances in cases assigned to Contractor. In general, substitute counsel should be used only when Contractor cannot provide services because of illness, a scheduled vacation, or a prior legal commitment of precedence in another court. Substitute counsel shall be provided at Contractor's sole expense. Contractor shall provide the Contract Administrator with the names, addresses, and telephone numbers of substitute counsel who will be responsible for providing public defense services. No counsel shall be offered as a substitute in the performance of services under this Agreement without the prior written consent of the Contract Administrator. Contractor shall provide notice to designated Court staff of all substitutions of counsel in a timely manner. Substitute counsel will not conduct any jury trial or bench trial unless, pursuant to Rule 6.3. of the Arizona Rules of Criminal Procedure, a motion for substitution of counsel is granted by the Court.

7. Costs. Contractor shall be responsible at its sole cost and expense for all normal and incidental costs incurred in the representation of indigent defendants assigned by the Court pursuant to this Agreement including, but not limited to, costs of office space, telephones, transportation, photographs, photocopies (including photocopies of discoverable materials), office supplies, office overhead, reports, secretarial services, law clerks, out-of-court interpreters and transcribers, transcripts (other than appeal transcripts), depositions, and preparation of reports required by this Agreement. Contractor will not be charged for photocopies of discoverable materials obtained from the Chandler City Prosecutor's Office.
8. Interpreter Costs. The Court will provide interpreters for non-English speaking defendants for all in-court proceedings. Contractor shall provide, at its own expense, interpreters for all out-of-court matters.
9. Financial Circumstances of Defendant. The Court will provide forms for defendants to prepare and submit to the Court to determine a defendant's indigence. Contractor shall not be asked to advise clients until the Court has determined that they are indigent and entitled to public defender representation. It is Contractor's responsibility to notify the Court if there is a reasonable basis to believe that any assigned indigent client is not indigent. If the Court determines a defendant is not indigent and allows Contractor to withdraw, Contractor agrees not to represent that defendant in that case for a fee. Contractor acknowledges that it is the Contractor's responsibility to bring such questions of non-indigency promptly to the attention of the Court. Contractor shall not solicit its public defender clients for future representation for a fee.
10. Defendant Conflicts. In the event a case involves two or more defendants or Contractor declares a conflict of interest, the judge may assign one or more defendants to another Public Defender.
11. Precedence of Cases. Contractor agrees that court settings in the Chandler Municipal Court are to take precedence over civil cases and all other criminal cases in other courts which do not have precedence as provided by the Arizona Rules of Criminal Procedure.
12. Prohibition Against Excessive Caseloads. Contractor shall maintain a combined private and contractual caseload consistent with Contractor's ethical duty and the contractual requirement to provide adequate and competent representation. At no time shall Contractor's private practice caseload reach such a level during a term of this Agreement so as to jeopardize Contractor's ability to complete a case in the Court or otherwise perform Contractor's duties under this Agreement.

CASE ASSIGNMENTS

1. The Court shall determine the assignment of indigent cases to Contractor. The Court retains the exclusive right to assign cases based on the ability of Contractor to meet the Court's calendars and schedule and Contractor's expertise in relation to each case.
2. The Court may elect to reassign cases to provide coverage or balance caseloads. The Contract Administrator retains the right to rearrange Attorney assignments, including to a different courtroom or courtrooms, days, or times for the purpose of receiving new case assignments or for adjustments made to the Court calendar at any time.

WORKLOAD

1. Contractor agrees it will not accept representation of clients, whether private or under this Agreement or any other agreement, to the extent that such representation would inhibit Contractor's ability to demonstrate an appropriate level of professional competency in accordance with Arizona Rules of Professional Conduct and applicable case law and/or cause its caseload to exceed the national caseload standard established for misdemeanors in Standard 13.12 of the National Advisory Commission on Criminal Justice Standards and Goals.
2. Contractor shall notify the Contract Administrator if its case load prevents Contractor from meeting ethical obligations to clients assigned under this Agreement. Upon receiving such notification, the Contract Administrator shall meet with Contractor to discuss ways to address and alleviate the case load congestion.

EXHIBIT B COMPENSATION AND FEES

1. Regular Full-time Assignment: For performance of the duties and responsibilities set forth in this Agreement, Contractor shall be compensated at the rate of \$60,000.00 (Sixty Thousand Dollars) per year payable in monthly installments of \$5,000.00, pro-rated for months in which Contractor did not perform services for all or part of the month. This Agreement does not establish a cap on the number of cases assigned for this level of compensation.

Compensation is all inclusive for the performance of services for all matters set in the Court as described in Exhibit A and, except as otherwise provided herein, includes all labor, travel, and expenses through completion of the work and any continuing ethical obligations to represent assigned defendant(s) that were assigned prior to the end of this Agreement.

2. The City Manager may, for good cause, approve an amendment to the Agreement increasing the compensation to be paid under the Agreement by up to 5 percent during any term of the Agreement. Any amendment to the Agreement shall be in writing and signed by both parties.
3. Payments for approved and accepted services will be made after presentation of a monthly invoice for payment to the Contract Administrator, or designee, for services performed in the preceding month. Invoices must be submitted no later than the 7th day of each calendar month and must provide caseload details for the preceding month including: (i) the name of each Defendant, (ii) the associated case number(s), (iii) the date(s) services were provided, and (iv) a general description of the services provided. Payment is for services rendered during the calendar month and shall be prorated for months in which Contractor did not perform services for all or part of the month.
4. Compensation paid under the Agreement is for Contractor's services performed through completion of all matters assigned to Contractor during the term of the Agreement. City shall not owe compensation to Contractor in excess of the annual compensation amount for any work performed after the end of the Agreement on matters assigned on or before the end of the Agreement. For each renewal term of the Agreement, City shall not owe compensation in excess of the annual compensation amount for work performed after the end of any renewal term on matters assigned on or before the end of the extension term.
5. Expert Fees. The City will be responsible for fees for expert witnesses up to a maximum of \$500.00 per year. The \$500.00 annual maximum may be exceeded only when appointment of a witness is ordered by the Court.
6. Contractor shall not collect or receive any payment or remuneration in any form from defendants assigned to Contractor under this Agreement for services provided on the assigned cases.
7. Taxes. Contractor shall be solely responsible for any and all tax obligations, which arise out of the Contractor's performance of this contract. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by Contractor.
8. Special Assignments. In addition to the monthly payments set forth above, Contractor shall be compensated for services rendered in connection with Contractor's appointment as advisory

counsel for special events including, but not limited to, Weekend Court and Judicial Awareness and Education events at the rate of \$70.00 per hour (two hour minimum).

EXHIBIT C INSURANCE

INSURANCE

General.

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

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

- A. *Professional Liability.* Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions Contractor is legally liable, with a liability limit of \$500,000

each claim and \$1,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for three years past completion and acceptance of the work or services, and Contractor will submit Certificates of Insurance as evidence the required coverage is in effect. Contractor must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a three-year period.

Proof of coverage and effective dates thereof shall be submitted to the Contract Administrator at the address for Notices (Section 5.7) within 10 days of the effective day of the Agreement.

- B. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee. If the Contractor is a sole proprietor or a single member limited liability company with no employees, and has elected not to purchase Workers' Compensation Insurance; a completed and signed Workers' Compensation Waiver Form will substitute for the insurance requirement.
- C. *Insurance Cancellation during Term of Agreement.*
 - 1. If any of the required policies expire during the life of this Agreement, the Contractor must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the required insurance provisions.
 - 2. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then 10 days prior notice may be given. Such notice shall be sent to the Presiding City Magistrate (Contract Administrator) at the address for Notices in Section 5.7. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect. Contractor's failure to maintain professional liability insurance will result in termination of the Agreement.

EXHIBIT D
SPECIAL CONDITIONS

NONE

Certificate Of Completion

Envelope Id: BA08FCE12354420D81757484B76DE3CB

Status: Sent

Subject: Complete with DocuSign: 4762 Public Defender Agreement Room 4 Slot 1 - Smith - Legal signed.pdf

EDMS Application: CC-AGRMTS

Source Envelope:

Document Pages: 21

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Saranna Davidson

AutoNav: Enabled

PO Box 4008

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Chandler, 85244

Time Zone: (UTC-07:00) Arizona

Saranna.Davidson@chandleraz.gov

IP Address: 198.241.2.1

Record Tracking

Status: Original

Holder: Saranna Davidson

Location: DocuSign

6/6/2024 | 02:36 PM

Saranna.Davidson@chandleraz.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Chandler

Location: DocuSign

Signer Events**Signature****Timestamp**

Michael J. Smith



Sent: 6/6/2024 | 03:52 PM

gonzalezandsmith@aol.com

Viewed: 6/7/2024 | 01:02 PM

Attorney at Law

Signed: 6/7/2024 | 01:05 PM

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 70.162.10.208**Electronic Record and Signature Disclosure:**

Accepted: 6/7/2024 | 01:02 PM

ID: f07e0a31-9fec-4fb6-8f87-782865778b74

Records Division

Signing Group: Records Division

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Rowena Laxa

rowena.laxa@chandleraz.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 9/22/2021 | 09:44 AM

ID: 840f9ca9-78aa-4caa-99bc-c4c879b2dd53

Kevin Hartke

kevin.hartke@chandleraz.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 6/28/2021 | 11:17 AM

ID: 2531f230-027c-41f7-9166-1189df6a8c8f

Dana DeLong

Dana.DeLong@chandleraz.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Signer Events	Signature	Timestamp
Accepted: 6/28/2021 01:03 PM ID: e796186e-c533-4a41-978c-34d69e29778a		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Records Division		Sent: 6/7/2024 01:05 PM
Signing Group: Records Division Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Rosenda Contreras Rosenda.Contreras@chandleraz.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/30/2022 01:24 PM ID: fd43dfe1-51e8-4292-b795-54e27b662b8e		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/6/2024 03:52 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Chandler:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: esignature@chandleraz.gov

To advise City of Chandler of your new email address

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

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

To request paper copies from City of Chandler

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

To withdraw your consent with City of Chandler

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to esignature@chandleraz.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



City Clerk Document No. _____

City Council Meeting Date: June 27, 2024

**CITY OF CHANDLER SERVICES AGREEMENT
PUBLIC DEFENDER SERVICES
CITY OF CHANDLER AGREEMENT NO. CC4-961-4762, SLOT 2**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Elizabeth Gonzalez of AJ Law Group, PLC (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2024 (Effective Date).

RECITALS

A. City proposes to enter an agreement for public defender services for Slot 2 as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

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

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

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

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:

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

City means the City of Chandler, Arizona

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

Days means calendar days

May, Should means something that is not mandatory but permissible

Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides

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

SECTION III: PERIOD OF SERVICE

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

The term of the Agreement is one year, and begins on July 1, 2024, and ends on June 30, 2025, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed \$65,000 (\$60,000 annual compensation and up to \$5,000 other compensation approved by the Court). Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

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

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

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall

remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

SECTION V: GENERAL CONDITIONS

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

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

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and

immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

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

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise

from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

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

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

For the City

Name: Saranna Davidson
 Title: Procurement Officer
 Address: 175 S. Arizona Ave., 3rd Floor
 Chandler, AZ 85249
 Phone: 480-782-2406
 Email: saranna.davidson@chandleraz.gov

For the Contractor

Name: Elizabeth Gonzalez
 Title: Managing Partner
 Address: 16448 North 40th Street
 Phoenix, AZ 85032
 Phone: 602 492-3528
 Email: elizabeth@ajlawplc.com

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing

administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

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

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

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

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

5.45 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.46 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

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

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

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Elizabeth Gonzalez

Its: Attorney

APPROVED AS TO FORM:

By: _____

City Attorney *REL*

ATTEST:

By: _____

City Clerk

EXHIBIT A SCOPE OF SERVICES

APPEARANCE TIME

The Contractor will provide services in a regular full-time assignment. Contractor will appear regularly for two (2) full day sessions and one (1) half-day session every other week (i.e., 2.5 days every other week/total of five (5) days per month) as follows:

- One (1) half-day appearance, Jail court (8:30 AM to 11:00 AM)
- Two (2) full-day appearances, regular docket (8:30 AM to Noon, 1:30 PM to 5:00 PM)

The Contractor will appear according to the following schedule.

COURTROOM 4	PUBLIC DEFENDER SLOT 2 SCHEDULE (WEEK 2)
Public Defender assigned to courtroom 4, week 2.	<p style="text-align: center;">TUESDAY</p> <p>AM – Jail Court</p> <p>PM – Pre-Trial Conference</p> <p style="text-align: center;">WEDNESDAY</p> <p>AM – Pre-Trial Conference</p> <p>PM – Pre-Trial Conference</p> <p style="text-align: center;">THURSDAY</p> <p>AM – Trials/Hearings</p>

CONTRACTOR'S OBLIGATIONS

1. Contractor shall provide legal representation as a public defender to eligible defendants when appointed to do so by a judicial officer of the Court.
2. Contractor shall provide legal advice/guidance at initial arraignments and at in-custody/out-of-custody proceedings.
3. Scope and Requirements of Representation. Contractor shall represent assigned defendants at all court proceedings, including but not limited to, arraignments, pre-trial conferences, calendar calls, motions, evidentiary hearings, oral arguments, settlement conferences, jury and bench trials, sentencings, sentence reviews, Rule 11 hearings, modifications of sentence, orders to show cause hearings, bail hearings, probation revocation proceedings (arraignments and hearings), special hearings, appeal proceedings and special actions, as well as appeals to higher courts, unless the judicial officer before whom the matter is to be heard excuses the personal appearance by the Contractor. Contractor must be able to participate in proceedings that are conducted in-person or remotely using video and audio technology. Contractor must be proficient in the use of virtual appearance technology, digital signature software (e.g., DocuSign), and related technologies and software. In addition to representing in-custody clients, Contractor shall also serve as advisory counsel during assigned jail court appearances and at other court hearings as determined by the Contract Administrator.
4. Continuing Obligation of Representation. In the event this Agreement expires and is not renewed at the end of a contract term, or if for any reason it is terminated by either party,

Contractor shall remain responsible for completing all cases assigned and active before the end date of the Agreement regardless of the length of time necessary to complete the case after the date of expiration or termination unless Contractor is relieved from the case by the Court.

5. Quality of Representation. Contractor shall provide competent and professional legal representation consistent with the standards set forth in the Arizona Rules of Professional Conduct and applicable case law to every assigned Defendant. Contractor shall use reasonable diligence and promptness in notifying clients of their legal rights and legal options, and in advocating for clients with respect to all matters that may be appropriately raised before the Court in defense of the clients and/or relating to the matter(s) of the clients that are scheduled with the Court at the assigned docket. Contractor shall also use professionally reasonable diligence in notifying and advising clients of possible consequences of Court action resulting from Defendants' nonperformance of Court obligations or nonappearance at future scheduled Court sessions (proof of such notice may be requested and shall be supplied by Contractor upon request). Minimum performance standards applicable to Contractor's representation shall include, but are not limited to, the following:
 - a. Contractor shall be available to consult with assigned clients prior to pretrial disposition conferences and is required to use reasonable diligence in maintaining contact with defendants through final disposition of their cases.
 - b. Contractor shall be ready to proceed at their scheduled hearing unless timely notification is filed with the court.
 - c. Contractor shall be accessible and responsive to assigned defendants including accepting and responding in a timely manner to client communications via telephone and e-mail.
 - d. Contractor shall report to all scheduled proceedings promptly and shall be fully prepared before the commencement of any proceeding. Contractor shall remain in court until proceedings related to their assigned defendants are finished for the day and all related paperwork is completed and signed.
6. Substitute Counsel. Contractor shall provide substitute counsel when unable for any reason to appear in Court or at any of the proceedings described above for any Defendant Contractor has been appointed to represent. Substitute counsel shall not be used routinely and shall not exceed twenty percent (20%) of all court appearances in cases assigned to Contractor. In general, substitute counsel should be used only when Contractor cannot provide services because of illness, a scheduled vacation, or a prior legal commitment of precedence in another court. Substitute counsel shall be provided at Contractor's sole expense. Contractor shall provide the Contract Administrator with the names, addresses, and telephone numbers of substitute counsel who will be responsible for providing public defense services. No counsel shall be offered as a substitute in the performance of services under this Agreement without the prior written consent of the Contract Administrator. Contractor shall provide notice to designated Court staff of all substitutions of counsel in a timely manner. Substitute counsel will not conduct any jury trial or bench trial unless, pursuant to Rule 6.3. of the Arizona Rules of Criminal Procedure, a motion for substitution of counsel is granted by the Court.

7. Costs. Contractor shall be responsible at its sole cost and expense for all normal and incidental costs incurred in the representation of indigent defendants assigned by the Court pursuant to this Agreement including, but not limited to, costs of office space, telephones, transportation, photographs, photocopies (including photocopies of discoverable materials), office supplies, office overhead, reports, secretarial services, law clerks, out-of-court interpreters and transcribers, transcripts (other than appeal transcripts), depositions, and preparation of reports required by this Agreement. Contractor will not be charged for photocopies of discoverable materials obtained from the Chandler City Prosecutor's Office.
8. Interpreter Costs. The Court will provide interpreters for non-English speaking defendants for all in-court proceedings. Contractor shall provide, at its own expense, interpreters for all out-of-court matters.
9. Financial Circumstances of Defendant. The Court will provide forms for defendants to prepare and submit to the Court to determine a defendant's indigence. Contractor shall not be asked to advise clients until the Court has determined that they are indigent and entitled to public defender representation. It is Contractor's responsibility to notify the Court if there is a reasonable basis to believe that any assigned indigent client is not indigent. If the Court determines a defendant is not indigent and allows Contractor to withdraw, Contractor agrees not to represent that defendant in that case for a fee. Contractor acknowledges that it is the Contractor's responsibility to bring such questions of non-indigency promptly to the attention of the Court. Contractor shall not solicit its public defender clients for future representation for a fee.
10. Defendant Conflicts. In the event a case involves two or more defendants or Contractor declares a conflict of interest, the judge may assign one or more defendants to another Public Defender.
11. Precedence of Cases. Contractor agrees that court settings in the Chandler Municipal Court are to take precedence over civil cases and all other criminal cases in other courts which do not have precedence as provided by the Arizona Rules of Criminal Procedure.
12. Prohibition Against Excessive Caseloads. Contractor shall maintain a combined private and contractual caseload consistent with Contractor's ethical duty and the contractual requirement to provide adequate and competent representation. At no time shall Contractor's private practice caseload reach such a level during a term of this Agreement so as to jeopardize Contractor's ability to complete a case in the Court or otherwise perform Contractor's duties under this Agreement.

CASE ASSIGNMENTS

1. The Court shall determine the assignment of indigent cases to Contractor. The Court retains the exclusive right to assign cases based on the ability of Contractor to meet the Court's calendars and schedule and Contractor's expertise in relation to each case.
2. The Court may elect to reassign cases to provide coverage or balance caseloads. The Contract Administrator retains the right to rearrange Attorney assignments, including to a different courtroom or courtrooms, days, or times for the purpose of receiving new case assignments or for adjustments made to the Court calendar at any time.

WORKLOAD

1. Contractor agrees it will not accept representation of clients, whether private or under this Agreement or any other agreement, to the extent that such representation would inhibit Contractor's ability to demonstrate an appropriate level of professional competency in accordance with Arizona Rules of Professional Conduct and applicable case law and/or cause its caseload to exceed the national caseload standard established for misdemeanors in Standard 13.12 of the National Advisory Commission on Criminal Justice Standards and Goals.
2. Contractor shall notify the Contract Administrator if its case load prevents Contractor from meeting ethical obligations to clients assigned under this Agreement. Upon receiving such notification, the Contract Administrator shall meet with Contractor to discuss ways to address and alleviate the case load congestion.

EXHIBIT B COMPENSATION AND FEES

1. Regular Full-time Assignment: For performance of the duties and responsibilities set forth in this Agreement, Contractor shall be compensated at the rate of \$60,000.00 (Sixty Thousand Dollars) per year payable in monthly installments of \$5,000.00, pro-rated for months in which Contractor did not perform services for all or part of the month. This Agreement does not establish a cap on the number of cases assigned for this level of compensation.

Compensation is all inclusive for the performance of services for all matters set in the Court as described in Exhibit A and, except as otherwise provided herein, includes all labor, travel, and expenses through completion of the work and any continuing ethical obligations to represent assigned defendant(s) that were assigned prior to the end of this Agreement.

2. The City Manager may, for good cause, approve an amendment to the Agreement increasing the compensation to be paid under the Agreement by up to 5 percent during any term of the Agreement. Any amendment to the Agreement shall be in writing and signed by both parties.
3. Payments for approved and accepted services will be made after presentation of a monthly invoice for payment to the Contract Administrator, or designee, for services performed in the preceding month. Invoices must be submitted no later than the 7th day of each calendar month and must provide caseload details for the preceding month including: (i) the name of each Defendant, (ii) the associated case number(s), (iii) the date(s) services were provided, and (iv) a general description of the services provided. Payment is for services rendered during the calendar month and shall be prorated for months in which Contractor did not perform services for all or part of the month.
4. Compensation paid under the Agreement is for Contractor's services performed through completion of all matters assigned to Contractor during the term of the Agreement. City shall not owe compensation to Contractor in excess of the annual compensation amount for any work performed after the end of the Agreement on matters assigned on or before the end of the Agreement. For each renewal term of the Agreement, City shall not owe compensation in excess of the annual compensation amount for work performed after the end of any renewal term on matters assigned on or before the end of the extension term.
5. Expert Fees. The City will be responsible for fees for expert witnesses up to a maximum of \$500.00 per year. The \$500.00 annual maximum may be exceeded only when appointment of a witness is ordered by the Court.
6. Contractor shall not collect or receive any payment or remuneration in any form from defendants assigned to Contractor under this Agreement for services provided on the assigned cases.
7. Taxes. Contractor shall be solely responsible for any and all tax obligations, which arise out of the Contractor's performance of this contract. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by Contractor.
8. Special Assignments. In addition to the monthly payments set forth above, Contractor shall be compensated for services rendered in connection with Contractor's appointment as advisory

counsel for special events including, but not limited to, Weekend Court and Judicial Awareness and Education events at the rate of \$70.00 per hour (two hour minimum).

EXHIBIT C INSURANCE

INSURANCE

General.

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

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

- A. *Professional Liability.* Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions Contractor is legally liable, with a liability limit of \$500,000

each claim and \$1,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for three years past completion and acceptance of the work or services, and Contractor will submit Certificates of Insurance as evidence the required coverage is in effect. Contractor must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a three-year period.

Proof of coverage and effective dates thereof shall be submitted to the Contract Administrator at the address for Notices (Section 5.7) within 10 days of the effective day of the Agreement.

- B. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee. If the Contractor is a sole proprietor or a single member limited liability company with no employees, and has elected not to purchase Workers' Compensation Insurance; a completed and signed Workers' Compensation Waiver Form will substitute for the insurance requirement.
- C. *Insurance Cancellation during Term of Agreement.*
 - 1. If any of the required policies expire during the life of this Agreement, the Contractor must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the required insurance provisions.
 - 2. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then 10 days prior notice may be given. Such notice shall be sent to the Presiding City Magistrate (Contract Administrator) at the address for Notices in Section 5.7. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect. Contractor's failure to maintain professional liability insurance will result in termination of the Agreement.

EXHIBIT D
SPECIAL CONDITIONS

NONE



City Clerk Document No. _____

City Council Meeting Date: June 27, 2024

**CITY OF CHANDLER SERVICES AGREEMENT
PUBLIC DEFENDER SERVICES
CITY OF CHANDLER AGREEMENT NO. CC4-961-4762, SLOT 3**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Jared Allen of Law Office of Jared Allen PLLC (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2024 (Effective Date).

RECITALS

A. City proposes to enter an agreement for public defender services for Slot 3 as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

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

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

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

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:

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

City means the City of Chandler, Arizona

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

Days means calendar days

May, Should means something that is not mandatory but permissible

Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides

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

SECTION III: PERIOD OF SERVICE

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

The term of the Agreement is one year, and begins on July 1, 2024, and ends on June 30, 2025, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed \$65,000 (\$60,000 annual compensation and up to \$5,000 other compensation approved by the Court). Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

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

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

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall

remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

SECTION V: GENERAL CONDITIONS

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

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

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and

immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

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

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise

from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

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

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

For the City	For the Contractor
Name: Saranna Davidson	Name: Jared Allen PLLC
Title: Procurement Officer	Title: Attorney at Law
Address: 175 S. Arizona Ave., 3 rd Floor Chandler, AZ 85249	Address: 1440 E. Missouri Ave., Ste. C204 Phoenix, AZ 85014
Phone: 480-782-2406	Phone: 602 456-1982
Email: saranna.davidson@chandleraz.gov	Email: jared@jsazlaw.com

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing

administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third-party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.41 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in

accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

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

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

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

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

5.45 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.46 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

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

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

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Jared Allen

Its: Attorney at Law

APPROVED AS TO FORM:

By: _____

City Attorney *REL*

ATTEST:

By: _____

City Clerk

EXHIBIT A SCOPE OF SERVICES

APPEARANCE TIME

The Contractor will provide services in a regular full-time assignment. Contractor will appear regularly for two (2) full day sessions and one (1) half-day session every other week (i.e., 2.5 days every other week/total of five (5) days per month) as follows:

- One (1) half-day appearance, Jail court (8:30 AM to 11:00 AM)
- Two (2) full-day appearances, regular docket (8:30 AM to Noon, 1:30 PM to 5:00 PM)

The Contractor will appear according to the following schedule.

COURTROOM 5	PUBLIC DEFENDER SLOT 3 SCHEDULE (WEEK 1)
Public Defender assigned to courtroom 5, week 1.	<p style="text-align: center;">TUESDAY</p> <p>AM – Pre-Trial Conference</p> <p>PM – Pre-Trial Conference</p> <p style="text-align: center;">WEDNESDAY</p> <p>AM – Jail Court</p> <p>PM – Pre-Trial Conference</p> <p style="text-align: center;">THURSDAY</p> <p>AM – Trials/Hearing</p>

CONTRACTOR'S OBLIGATIONS

1. Contractor shall provide legal representation as a public defender to eligible defendants when appointed to do so by a judicial officer of the Court.
2. Contractor shall provide legal advice/guidance at initial arraignments and at in-custody/out-of-custody proceedings.
3. Scope and Requirements of Representation. Contractor shall represent assigned defendants at all court proceedings, including but not limited to, arraignments, pre-trial conferences, calendar calls, motions, evidentiary hearings, oral arguments, settlement conferences, jury and bench trials, sentencings, sentence reviews, Rule 11 hearings, modifications of sentence, orders to show cause hearings, bail hearings, probation revocation proceedings (arraignments and hearings), special hearings, appeal proceedings and special actions, as well as appeals to higher courts, unless the judicial officer before whom the matter is to be heard excuses the personal appearance by the Contractor. Contractor must be able to participate in proceedings that are conducted in-person or remotely using video and audio technology. Contractor must be proficient in the use of virtual appearance technology, digital signature software (e.g., DocuSign), and related technologies and software. In addition to representing in-custody clients, Contractor shall also serve as advisory counsel during assigned jail court appearances and at other court hearings as determined by the Contract Administrator.
4. Continuing Obligation of Representation. In the event this Agreement expires and is not renewed at the end of a contract term, or if for any reason it is terminated by either party,

Contractor shall remain responsible for completing all cases assigned and active before the end date of the Agreement regardless of the length of time necessary to complete the case after the date of expiration or termination unless Contractor is relieved from the case by the Court.

5. Quality of Representation. Contractor shall provide competent and professional legal representation consistent with the standards set forth in the Arizona Rules of Professional Conduct and applicable case law to every assigned Defendant. Contractor shall use reasonable diligence and promptness in notifying clients of their legal rights and legal options, and in advocating for clients with respect to all matters that may be appropriately raised before the Court in defense of the clients and/or relating to the matter(s) of the clients that are scheduled with the Court at the assigned docket. Contractor shall also use professionally reasonable diligence in notifying and advising clients of possible consequences of Court action resulting from Defendants' nonperformance of Court obligations or nonappearance at future scheduled Court sessions (proof of such notice may be requested and shall be supplied by Contractor upon request). Minimum performance standards applicable to Contractor's representation shall include, but are not limited to, the following:
 - a. Contractor shall be available to consult with assigned clients prior to pretrial disposition conferences and is required to use reasonable diligence in maintaining contact with defendants through final disposition of their cases.
 - b. Contractor shall be ready to proceed at their scheduled hearing unless timely notification is filed with the court.
 - c. Contractor shall be accessible and responsive to assigned defendants including accepting and responding in a timely manner to client communications via telephone and e-mail.
 - d. Contractor shall report to all scheduled proceedings promptly and shall be fully prepared before the commencement of any proceeding. Contractor shall remain in court until proceedings related to their assigned defendants are finished for the day and all related paperwork is completed and signed.
6. Substitute Counsel. Contractor shall provide substitute counsel when unable for any reason to appear in Court or at any of the proceedings described above for any Defendant Contractor has been appointed to represent. Substitute counsel shall not be used routinely and shall not exceed twenty percent (20%) of all court appearances in cases assigned to Contractor. In general, substitute counsel should be used only when Contractor cannot provide services because of illness, a scheduled vacation, or a prior legal commitment of precedence in another court. Substitute counsel shall be provided at Contractor's sole expense. Contractor shall provide the Contract Administrator with the names, addresses, and telephone numbers of substitute counsel who will be responsible for providing public defense services. No counsel shall be offered as a substitute in the performance of services under this Agreement without the prior written consent of the Contract Administrator. Contractor shall provide notice to designated Court staff of all substitutions of counsel in a timely manner. Substitute counsel will not conduct any jury trial or bench trial unless, pursuant to Rule 6.3. of the Arizona Rules of Criminal Procedure, a motion for substitution of counsel is granted by the Court.

7. Costs. Contractor shall be responsible at its sole cost and expense for all normal and incidental costs incurred in the representation of indigent defendants assigned by the Court pursuant to this Agreement including, but not limited to, costs of office space, telephones, transportation, photographs, photocopies (including photocopies of discoverable materials), office supplies, office overhead, reports, secretarial services, law clerks, out-of-court interpreters and transcribers, transcripts (other than appeal transcripts), depositions, and preparation of reports required by this Agreement. Contractor will not be charged for photocopies of discoverable materials obtained from the Chandler City Prosecutor's Office.
8. Interpreter Costs. The Court will provide interpreters for non-English speaking defendants for all in-court proceedings. Contractor shall provide, at its own expense, interpreters for all out-of-court matters.
9. Financial Circumstances of Defendant. The Court will provide forms for defendants to prepare and submit to the Court to determine a defendant's indigence. Contractor shall not be asked to advise clients until the Court has determined that they are indigent and entitled to public defender representation. It is Contractor's responsibility to notify the Court if there is a reasonable basis to believe that any assigned indigent client is not indigent. If the Court determines a defendant is not indigent and allows Contractor to withdraw, Contractor agrees not to represent that defendant in that case for a fee. Contractor acknowledges that it is the Contractor's responsibility to bring such questions of non-indigency promptly to the attention of the Court. Contractor shall not solicit its public defender clients for future representation for a fee.
10. Defendant Conflicts. In the event a case involves two or more defendants or Contractor declares a conflict of interest, the judge may assign one or more defendants to another Public Defender.
11. Precedence of Cases. Contractor agrees that court settings in the Chandler Municipal Court are to take precedence over civil cases and all other criminal cases in other courts which do not have precedence as provided by the Arizona Rules of Criminal Procedure.
12. Prohibition Against Excessive Caseloads. Contractor shall maintain a combined private and contractual caseload consistent with Contractor's ethical duty and the contractual requirement to provide adequate and competent representation. At no time shall Contractor's private practice caseload reach such a level during a term of this Agreement so as to jeopardize Contractor's ability to complete a case in the Court or otherwise perform Contractor's duties under this Agreement.

CASE ASSIGNMENTS

1. The Court shall determine the assignment of indigent cases to Contractor. The Court retains the exclusive right to assign cases based on the ability of Contractor to meet the Court's calendars and schedule and Contractor's expertise in relation to each case.
2. The Court may elect to reassign cases to provide coverage or balance caseloads. The Contract Administrator retains the right to rearrange Attorney assignments, including to a different courtroom or courtrooms, days, or times for the purpose of receiving new case assignments or for adjustments made to the Court calendar at any time.

WORKLOAD

1. Contractor agrees it will not accept representation of clients, whether private or under this Agreement or any other agreement, to the extent that such representation would inhibit Contractor's ability to demonstrate an appropriate level of professional competency in accordance with Arizona Rules of Professional Conduct and applicable case law and/or cause its caseload to exceed the national caseload standard established for misdemeanors in Standard 13.12 of the National Advisory Commission on Criminal Justice Standards and Goals.
2. Contractor shall notify the Contract Administrator if its case load prevents Contractor from meeting ethical obligations to clients assigned under this Agreement. Upon receiving such notification, the Contract Administrator shall meet with Contractor to discuss ways to address and alleviate the case load congestion.

EXHIBIT B COMPENSATION AND FEES

1. Regular Full-time Assignment: For performance of the duties and responsibilities set forth in this Agreement, Contractor shall be compensated at the rate of \$60,000.00 (Sixty Thousand Dollars) per year payable in monthly installments of \$5,000.00, pro-rated for months in which Contractor did not perform services for all or part of the month. This Agreement does not establish a cap on the number of cases assigned for this level of compensation.

Compensation is all inclusive for the performance of services for all matters set in the Court as described in Exhibit A and, except as otherwise provided herein, includes all labor, travel, and expenses through completion of the work and any continuing ethical obligations to represent assigned defendant(s) that were assigned prior to the end of this Agreement.

2. The City Manager may, for good cause, approve an amendment to the Agreement increasing the compensation to be paid under the Agreement by up to 5 percent during any term of the Agreement. Any amendment to the Agreement shall be in writing and signed by both parties.
3. Payments for approved and accepted services will be made after presentation of a monthly invoice for payment to the Contract Administrator, or designee, for services performed in the preceding month. Invoices must be submitted no later than the 7th day of each calendar month and must provide caseload details for the preceding month including: (i) the name of each Defendant, (ii) the associated case number(s), (iii) the date(s) services were provided, and (iv) a general description of the services provided. Payment is for services rendered during the calendar month and shall be prorated for months in which Contractor did not perform services for all or part of the month.
4. Compensation paid under the Agreement is for Contractor's services performed through completion of all matters assigned to Contractor during the term of the Agreement. City shall not owe compensation to Contractor in excess of the annual compensation amount for any work performed after the end of the Agreement on matters assigned on or before the end of the Agreement. For each renewal term of the Agreement, City shall not owe compensation in excess of the annual compensation amount for work performed after the end of any renewal term on matters assigned on or before the end of the extension term.
5. Expert Fees. The City will be responsible for fees for expert witnesses up to a maximum of \$500.00 per year. The \$500.00 annual maximum may be exceeded only when appointment of a witness is ordered by the Court.
6. Contractor shall not collect or receive any payment or remuneration in any form from defendants assigned to Contractor under this Agreement for services provided on the assigned cases.
7. Taxes. Contractor shall be solely responsible for any and all tax obligations, which arise out of the Contractor's performance of this contract. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by Contractor.
8. Special Assignments. In addition to the monthly payments set forth above, Contractor shall be compensated for services rendered in connection with Contractor's appointment as advisory

counsel for special events including, but not limited to, Weekend Court and Judicial Awareness and Education events at the rate of \$70.00 per hour (two hour minimum).

EXHIBIT C INSURANCE

INSURANCE

General.

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

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

- A. *Professional Liability.* Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions Contractor is legally liable, with a liability limit of \$500,000

each claim and \$1,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for three years past completion and acceptance of the work or services, and Contractor will submit Certificates of Insurance as evidence the required coverage is in effect. Contractor must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a three-year period.

Proof of coverage and effective dates thereof shall be submitted to the Contract Administrator at the address for Notices (Section 5.7) within 10 days of the effective day of the Agreement.

- B. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee. If the Contractor is a sole proprietor or a single member limited liability company with no employees, and has elected not to purchase Workers' Compensation Insurance; a completed and signed Workers' Compensation Waiver Form will substitute for the insurance requirement.
- C. *Insurance Cancellation during Term of Agreement.*
 - 1. If any of the required policies expire during the life of this Agreement, the Contractor must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the required insurance provisions.
 - 2. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then 10 days prior notice may be given. Such notice shall be sent to the Presiding City Magistrate (Contract Administrator) at the address for Notices in Section 5.7. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect. Contractor's failure to maintain professional liability insurance will result in termination of the Agreement.

EXHIBIT D
SPECIAL CONDITIONS

NONE

Certificate Of Completion

Envelope Id: 808A2B6C35544021AC0C6195EF4538D5

Status: Sent

Subject: Complete with Docusign: 4762 Public Defender Agreement Room 5 Slot 3 Allen - Legal signed.pdf

EDMS Application: CC-AGRMTS

Source Envelope:

Document Pages: 21

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Saranna Davidson

AutoNav: Enabled

PO Box 4008

Enveloped Stamping: Enabled

Chandler, 85244

Time Zone: (UTC-07:00) Arizona

Saranna.Davidson@chandleraz.gov

IP Address: 198.241.2.1

Record Tracking

Status: Original

Holder: Saranna Davidson

Location: DocuSign

6/6/2024 | 03:06 PM

Saranna.Davidson@chandleraz.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Chandler

Location: DocuSign

Signer Events**Signature****Timestamp**

Jared Allen



Sent: 6/6/2024 | 03:45 PM

jared@jsazlaw.com

Viewed: 6/7/2024 | 08:36 AM

Attorney at Law

Signed: 6/7/2024 | 08:45 AM

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 65.140.184.95**Electronic Record and Signature Disclosure:**

Accepted: 6/7/2024 | 08:36 AM

ID: 085105ef-f12d-4a83-8ef9-f93c59e0410b

Records Division

Signing Group: Records Division

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Rowena Laxa

rowena.laxa@chandleraz.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 9/22/2021 | 09:44 AM

ID: 840f9ca9-78aa-4caa-99bc-c4c879b2dd53

Kevin Hartke

kevin.hartke@chandleraz.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 6/28/2021 | 11:17 AM

ID: 2531f230-027c-41f7-9166-1189df6a8c8f

Dana DeLong

Dana.DeLong@chandleraz.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Signer Events	Signature	Timestamp
Accepted: 6/28/2021 01:03 PM ID: e796186e-c533-4a41-978c-34d69e29778a		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Records Division		Sent: 6/7/2024 08:45 AM
Signing Group: Records Division Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Rosenda Contreras Rosenda.Contreras@chandleraz.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/30/2022 01:24 PM ID: fd43dfe1-51e8-4292-b795-54e27b662b8e		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/6/2024 03:45 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Chandler:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: esignature@chandleraz.gov

To advise City of Chandler of your new email address

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

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

To request paper copies from City of Chandler

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

To withdraw your consent with City of Chandler

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to esignature@chandleraz.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



City Clerk Document No. _____

City Council Meeting Date: June 27, 2024

**CITY OF CHANDLER SERVICES AGREEMENT
PUBLIC DEFENDER SERVICES
CITY OF CHANDLER AGREEMENT NO. CC4-961-4762, SLOT 4**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Ursula H. Kanjoma of Gordwin Law, PLLC (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2024 (Effective Date).

RECITALS

A. City proposes to enter an agreement for public defender services for Slot 4 as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

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

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

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

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:

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

City means the City of Chandler, Arizona

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

Days means calendar days

May, Should means something that is not mandatory but permissible

Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides

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

SECTION III: PERIOD OF SERVICE

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

The term of the Agreement is one year, and begins on July 1, 2024, and ends on June 30, 2025, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed \$65,000 (\$60,000 annual compensation and up to \$5,000 other compensation approved by the Court). Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

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

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

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall

remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

SECTION V: GENERAL CONDITIONS

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

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

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and

immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

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

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise

from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

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

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

For the City

Name: Saranna Davidson
 Title: Procurement Officer
 Address: 175 S. Arizona Ave., 3rd Floor
 Chandler, AZ 85249
 Phone: 480-782-2406
 Email: saranna.davidson@chandleraz.gov

For the Contractor

Name: Ursula H. Kanjoma
 Title: Attorney
 Address: 1839 E. Queen Creek Rd., Ste. 1
 Chandler, AZ 85286
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 Email: Ursula@gordwinlaw.com

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing

administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.41 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in

accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

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

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

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

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

5.45 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.46 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

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

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

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By:  _____

Its: Attorney _____

APPROVED AS TO FORM:

By: _____

City Attorney *REL*

ATTEST:

By: _____

City Clerk

EXHIBIT A SCOPE OF SERVICES

APPEARANCE TIME

The Contractor will provide services in a regular full-time assignment. Contractor will appear regularly for two (2) full day sessions and one (1) half-day session every other week (i.e., 2.5 days every other week/total of five (5) days per month) as follows:

- One (1) half-day appearance, Jail court (8:30 AM to 11:00 AM)
- Two (2) full-day appearances, regular docket (8:30 AM to Noon, 1:30 PM to 5:00 PM)

The Contractor will appear according to the following schedule.

COURTROOM 5	PUBLIC DEFENDER SLOT 4 SCHEDULE (WEEK 2)
Public Defender assigned to courtroom 5, week 2.	<p style="text-align: center;">TUESDAY</p> <p>AM – Pre-Trial Conference</p> <p>PM – Pre-Trial Conference</p> <p style="text-align: center;">WEDNESDAY</p> <p>AM – Jail Court</p> <p>PM – Pre-Trial Conference</p> <p style="text-align: center;">THURSDAY</p> <p>AM – Trials/Hearing</p>

CONTRACTOR'S OBLIGATIONS

1. Contractor shall provide legal representation as a public defender to eligible defendants when appointed to do so by a judicial officer of the Court.
2. Contractor shall provide legal advice/guidance at initial arraignments and at in-custody/out-of-custody proceedings.
3. Scope and Requirements of Representation. Contractor shall represent assigned defendants at all court proceedings, including but not limited to, arraignments, pre-trial conferences, calendar calls, motions, evidentiary hearings, oral arguments, settlement conferences, jury and bench trials, sentencings, sentence reviews, Rule 11 hearings, modifications of sentence, orders to show cause hearings, bail hearings, probation revocation proceedings (arraignments and hearings), special hearings, appeal proceedings and special actions, as well as appeals to higher courts, unless the judicial officer before whom the matter is to be heard excuses the personal appearance by the Contractor. Contractor must be able to participate in proceedings that are conducted in-person or remotely using video and audio technology. Contractor must be proficient in the use of virtual appearance technology, digital signature software (e.g., DocuSign), and related technologies and software. In addition to representing in-custody clients, Contractor shall also serve as advisory counsel during assigned jail court appearances and at other court hearings as determined by the Contract Administrator.
4. Continuing Obligation of Representation. In the event this Agreement expires and is not renewed at the end of a contract term, or if for any reason it is terminated by either party,

Contractor shall remain responsible for completing all cases assigned and active before the end date of the Agreement regardless of the length of time necessary to complete the case after the date of expiration or termination unless Contractor is relieved from the case by the Court.

5. Quality of Representation. Contractor shall provide competent and professional legal representation consistent with the standards set forth in the Arizona Rules of Professional Conduct and applicable case law to every assigned Defendant. Contractor shall use reasonable diligence and promptness in notifying clients of their legal rights and legal options, and in advocating for clients with respect to all matters that may be appropriately raised before the Court in defense of the clients and/or relating to the matter(s) of the clients that are scheduled with the Court at the assigned docket. Contractor shall also use professionally reasonable diligence in notifying and advising clients of possible consequences of Court action resulting from Defendants' nonperformance of Court obligations or nonappearance at future scheduled Court sessions (proof of such notice may be requested and shall be supplied by Contractor upon request). Minimum performance standards applicable to Contractor's representation shall include, but are not limited to, the following:
 - a. Contractor shall be available to consult with assigned clients prior to pretrial disposition conferences and is required to use reasonable diligence in maintaining contact with defendants through final disposition of their cases.
 - b. Contractor shall be ready to proceed at their scheduled hearing unless timely notification is filed with the court.
 - c. Contractor shall be accessible and responsive to assigned defendants including accepting and responding in a timely manner to client communications via telephone and e-mail.
 - d. Contractor shall report to all scheduled proceedings promptly and shall be fully prepared before the commencement of any proceeding. Contractor shall remain in court until proceedings related to their assigned defendants are finished for the day and all related paperwork is completed and signed.
6. Substitute Counsel. Contractor shall provide substitute counsel when unable for any reason to appear in Court or at any of the proceedings described above for any Defendant Contractor has been appointed to represent. Substitute counsel shall not be used routinely and shall not exceed twenty percent (20%) of all court appearances in cases assigned to Contractor. In general, substitute counsel should be used only when Contractor cannot provide services because of illness, a scheduled vacation, or a prior legal commitment of precedence in another court. Substitute counsel shall be provided at Contractor's sole expense. Contractor shall provide the Contract Administrator with the names, addresses, and telephone numbers of substitute counsel who will be responsible for providing public defense services. No counsel shall be offered as a substitute in the performance of services under this Agreement without the prior written consent of the Contract Administrator. Contractor shall provide notice to designated Court staff of all substitutions of counsel in a timely manner. Substitute counsel will not conduct any jury trial or bench trial unless, pursuant to Rule 6.3. of the Arizona Rules of Criminal Procedure, a motion for substitution of counsel is granted by the Court.

7. Costs. Contractor shall be responsible at its sole cost and expense for all normal and incidental costs incurred in the representation of indigent defendants assigned by the Court pursuant to this Agreement including, but not limited to, costs of office space, telephones, transportation, photographs, photocopies (including photocopies of discoverable materials), office supplies, office overhead, reports, secretarial services, law clerks, out-of-court interpreters and transcribers, transcripts (other than appeal transcripts), depositions, and preparation of reports required by this Agreement. Contractor will not be charged for photocopies of discoverable materials obtained from the Chandler City Prosecutor's Office.
8. Interpreter Costs. The Court will provide interpreters for non-English speaking defendants for all in-court proceedings. Contractor shall provide, at its own expense, interpreters for all out-of-court matters.
9. Financial Circumstances of Defendant. The Court will provide forms for defendants to prepare and submit to the Court to determine a defendant's indigence. Contractor shall not be asked to advise clients until the Court has determined that they are indigent and entitled to public defender representation. It is Contractor's responsibility to notify the Court if there is a reasonable basis to believe that any assigned indigent client is not indigent. If the Court determines a defendant is not indigent and allows Contractor to withdraw, Contractor agrees not to represent that defendant in that case for a fee. Contractor acknowledges that it is the Contractor's responsibility to bring such questions of non-indigency promptly to the attention of the Court. Contractor shall not solicit its public defender clients for future representation for a fee.
10. Defendant Conflicts. In the event a case involves two or more defendants or Contractor declares a conflict of interest, the judge may assign one or more defendants to another Public Defender.
11. Precedence of Cases. Contractor agrees that court settings in the Chandler Municipal Court are to take precedence over civil cases and all other criminal cases in other courts which do not have precedence as provided by the Arizona Rules of Criminal Procedure.
12. Prohibition Against Excessive Caseloads. Contractor shall maintain a combined private and contractual caseload consistent with Contractor's ethical duty and the contractual requirement to provide adequate and competent representation. At no time shall Contractor's private practice caseload reach such a level during a term of this Agreement so as to jeopardize Contractor's ability to complete a case in the Court or otherwise perform Contractor's duties under this Agreement.

CASE ASSIGNMENTS

1. The Court shall determine the assignment of indigent cases to Contractor. The Court retains the exclusive right to assign cases based on the ability of Contractor to meet the Court's calendars and schedule and Contractor's expertise in relation to each case.
2. The Court may elect to reassign cases to provide coverage or balance caseloads. The Contract Administrator retains the right to rearrange Attorney assignments, including to a different courtroom or courtrooms, days, or times for the purpose of receiving new case assignments or for adjustments made to the Court calendar at any time.

WORKLOAD

1. Contractor agrees it will not accept representation of clients, whether private or under this Agreement or any other agreement, to the extent that such representation would inhibit Contractor's ability to demonstrate an appropriate level of professional competency in accordance with Arizona Rules of Professional Conduct and applicable case law and/or cause its caseload to exceed the national caseload standard established for misdemeanors in Standard 13.12 of the National Advisory Commission on Criminal Justice Standards and Goals.
2. Contractor shall notify the Contract Administrator if its case load prevents Contractor from meeting ethical obligations to clients assigned under this Agreement. Upon receiving such notification, the Contract Administrator shall meet with Contractor to discuss ways to address and alleviate the case load congestion.

EXHIBIT B COMPENSATION AND FEES

1. Regular Full-time Assignment: For performance of the duties and responsibilities set forth in this Agreement, Contractor shall be compensated at the rate of \$60,000.00 (Sixty Thousand Dollars) per year payable in monthly installments of \$5,000.00, pro-rated for months in which Contractor did not perform services for all or part of the month. This Agreement does not establish a cap on the number of cases assigned for this level of compensation.

Compensation is all inclusive for the performance of services for all matters set in the Court as described in Exhibit A and, except as otherwise provided herein, includes all labor, travel, and expenses through completion of the work and any continuing ethical obligations to represent assigned defendant(s) that were assigned prior to the end of this Agreement.

2. The City Manager may, for good cause, approve an amendment to the Agreement increasing the compensation to be paid under the Agreement by up to 5 percent during any term of the Agreement. Any amendment to the Agreement shall be in writing and signed by both parties.
3. Payments for approved and accepted services will be made after presentation of a monthly invoice for payment to the Contract Administrator, or designee, for services performed in the preceding month. Invoices must be submitted no later than the 7th day of each calendar month and must provide caseload details for the preceding month including: (i) the name of each Defendant, (ii) the associated case number(s), (iii) the date(s) services were provided, and (iv) a general description of the services provided. Payment is for services rendered during the calendar month and shall be prorated for months in which Contractor did not perform services for all or part of the month.
4. Compensation paid under the Agreement is for Contractor's services performed through completion of all matters assigned to Contractor during the term of the Agreement. City shall not owe compensation to Contractor in excess of the annual compensation amount for any work performed after the end of the Agreement on matters assigned on or before the end of the Agreement. For each renewal term of the Agreement, City shall not owe compensation in excess of the annual compensation amount for work performed after the end of any renewal term on matters assigned on or before the end of the extension term.
5. Expert Fees. The City will be responsible for fees for expert witnesses up to a maximum of \$500.00 per year. The \$500.00 annual maximum may be exceeded only when appointment of a witness is ordered by the Court.
6. Contractor shall not collect or receive any payment or remuneration in any form from defendants assigned to Contractor under this Agreement for services provided on the assigned cases.
7. Taxes. Contractor shall be solely responsible for any and all tax obligations, which arise out of the Contractor's performance of this contract. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by Contractor.
8. Special Assignments. In addition to the monthly payments set forth above, Contractor shall be compensated for services rendered in connection with Contractor's appointment as advisory

counsel for special events including, but not limited to, Weekend Court and Judicial Awareness and Education events at the rate of \$70.00 per hour (two hour minimum).

EXHIBIT C INSURANCE

INSURANCE

General.

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

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

- A. *Professional Liability.* Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions Contractor is legally liable, with a liability limit of \$500,000

each claim and \$1,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for three years past completion and acceptance of the work or services, and Contractor will submit Certificates of Insurance as evidence the required coverage is in effect. Contractor must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a three-year period.

Proof of coverage and effective dates thereof shall be submitted to the Contract Administrator at the address for Notices (Section 5.7) within 10 days of the effective day of the Agreement.

- B. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee. If the Contractor is a sole proprietor or a single member limited liability company with no employees, and has elected not to purchase Workers' Compensation Insurance; a completed and signed Workers' Compensation Waiver Form will substitute for the insurance requirement.
- C. *Insurance Cancellation during Term of Agreement.*
 - 1. If any of the required policies expire during the life of this Agreement, the Contractor must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the required insurance provisions.
 - 2. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then 10 days prior notice may be given. Such notice shall be sent to the Presiding City Magistrate (Contract Administrator) at the address for Notices in Section 5.7. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect. Contractor's failure to maintain professional liability insurance will result in termination of the Agreement.

EXHIBIT D
SPECIAL CONDITIONS

NONE

Certificate Of Completion

Envelope Id: 6D7EC25744FE42BA942CF745A6B43502

Status: Sent

Subject: Complete with Docusign: 4762 Public Defender Agreement Room 5 Slot 4 Kanjoma - Legal signed.pdf

EDMS Application: CC-AGRMTS

Source Envelope:

Document Pages: 21

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Saranna Davidson

AutoNav: Enabled

PO Box 4008

Enveloped Stamping: Enabled

Chandler, 85244

Time Zone: (UTC-07:00) Arizona

Saranna.Davidson@chandleraz.gov

IP Address: 198.241.2.1

Record Tracking

Status: Original

Holder: Saranna Davidson

Location: DocuSign

6/6/2024 | 03:57 PM

Saranna.Davidson@chandleraz.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Chandler

Location: DocuSign

Signer Events**Signature****Timestamp**

Ursula H. Kanjoma



Sent: 6/6/2024 | 04:24 PM

ursula@gordwinlaw.com

Viewed: 6/7/2024 | 10:35 AM

Attorney

Signed: 6/7/2024 | 10:36 AM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Drawn on Device

Using IP Address: 174.205.226.178

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 6/7/2024 | 10:35 AM

ID: c0fb43d0-b3d7-43eb-aa56-6ab56b17f838

Records Division

Signing Group: Records Division

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Rowena Laxa

rowena.laxa@chandleraz.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 9/22/2021 | 09:44 AM

ID: 840f9ca9-78aa-4caa-99bc-c4c879b2dd53

Kevin Hartke

kevin.hartke@chandleraz.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 6/28/2021 | 11:17 AM

ID: 2531f230-027c-41f7-9166-1189df6a8c8f

Dana DeLong

Dana.DeLong@chandleraz.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Signer Events	Signature	Timestamp
Accepted: 6/28/2021 01:03 PM ID: e796186e-c533-4a41-978c-34d69e29778a		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Records Division		Sent: 6/7/2024 10:36 AM
Signing Group: Records Division Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Rosenda Contreras Rosenda.Contreras@chandleraz.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/30/2022 01:24 PM ID: fd43dfe1-51e8-4292-b795-54e27b662b8e		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/6/2024 04:24 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Chandler:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: esignature@chandleraz.gov

To advise City of Chandler of your new email address

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

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

To request paper copies from City of Chandler

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

To withdraw your consent with City of Chandler

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to esignature@chandleraz.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



City Clerk Document No. _____

City Council Meeting Date: June 27, 2024

**CITY OF CHANDLER SERVICES AGREEMENT
PUBLIC DEFENDER SERVICES
CITY OF CHANDLER AGREEMENT NO. CC4-961-4762, SLOT 5**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Manny A. Jacobo of Jacobo Law Firm, PLLC (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2024 (Effective Date).

RECITALS

A. City proposes to enter an agreement for public defender services for Slot 5 as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

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

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

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

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:

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

City means the City of Chandler, Arizona

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

Days means calendar days

May, Should means something that is not mandatory but permissible

Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides

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

SECTION III: PERIOD OF SERVICE

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

The term of the Agreement is one year, and begins on July 1, 2024, and ends on June 30, 2025, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed \$65,000 (\$60,000 annual compensation and up to \$5,000 other compensation approved by the Court). Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

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

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

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall

remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

SECTION V: GENERAL CONDITIONS

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

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

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and

immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

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

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise

from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

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

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

For the City

Name: Saranna Davidson
 Title: Procurement Officer
 Address: 175 S. Arizona Ave., 3rd Floor
 Chandler, AZ 85249
 Phone: 480-782-2406
 Email: saranna.davidson@chandleraz.gov

For the Contractor

Name: Manny A. Jacobo
 Title: Attorney/Owner
 Address: 3133 W. Frye Rd., Ste. 101
 Chandler, AZ 85226
 Phone: 480 559-2320
 Email: manny@jacobolawfirm
 jacobolawfirm@gmail.com

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing

administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third-party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.41 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in

accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

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

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

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

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

5.45 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.46 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

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

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

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: by a J

Its: Attorney

APPROVED AS TO FORM:

By: _____
City Attorney REL

ATTEST:

By: _____
City Clerk

EXHIBIT A SCOPE OF SERVICES

APPEARANCE TIME

The Contractor will provide services in a regular full-time assignment. Contractor will appear regularly for two (2) full day sessions and one (1) half-day session every other week (i.e., 2.5 days every other week/total of five (5) days per month) as follows:

- One (1) half-day appearance, Jail court (8:30 AM to 11:00 AM)
- Two (2) full-day appearances, regular docket (8:30 AM to Noon, 1:30 PM to 5:00 PM)

The Contractor will appear according to the following schedule.

COURTROOM 6	PUBLIC DEFENDERS SLOT 5 SCHEDULE (WEEK 1)
Public Defender assigned to courtroom 6, week 1.	<p style="text-align: center;">TUESDAY</p> <p>AM – Pre-Trial Conference</p> <p>PM – Pre-Trial Conference</p> <p style="text-align: center;">WEDNESDAY</p> <p>AM – Pre-Trial Conference</p> <p style="text-align: center;">THURSDAY</p> <p>AM – Jail Court/Trials/Hearing</p>

CONTRACTOR'S OBLIGATIONS

1. Contractor shall provide legal representation as a public defender to eligible defendants when appointed to do so by a judicial officer of the Court.
2. Contractor shall provide legal advice/guidance at initial arraignments and at in-custody/out-of-custody proceedings.
3. Scope and Requirements of Representation. Contractor shall represent assigned defendants at all court proceedings, including but not limited to, arraignments, pre-trial conferences, calendar calls, motions, evidentiary hearings, oral arguments, settlement conferences, jury and bench trials, sentencings, sentence reviews, Rule 11 hearings, modifications of sentence, orders to show cause hearings, bail hearings, probation revocation proceedings (arraignments and hearings), special hearings, appeal proceedings and special actions, as well as appeals to higher courts, unless the judicial officer before whom the matter is to be heard excuses the personal appearance by the Contractor. Contractor must be able to participate in proceedings that are conducted in-person or remotely using video and audio technology. Contractor must be proficient in the use of virtual appearance technology, digital signature software (e.g., DocuSign), and related technologies and software. In addition to representing in-custody clients, Contractor shall also serve as advisory counsel during assigned jail court appearances and at other court hearings as determined by the Contract Administrator.
4. Continuing Obligation of Representation. In the event this Agreement expires and is not renewed at the end of a contract term, or if for any reason it is terminated by either party,

Contractor shall remain responsible for completing all cases assigned and active before the end date of the Agreement regardless of the length of time necessary to complete the case after the date of expiration or termination unless Contractor is relieved from the case by the Court.

5. Quality of Representation. Contractor shall provide competent and professional legal representation consistent with the standards set forth in the Arizona Rules of Professional Conduct and applicable case law to every assigned Defendant. Contractor shall use reasonable diligence and promptness in notifying clients of their legal rights and legal options, and in advocating for clients with respect to all matters that may be appropriately raised before the Court in defense of the clients and/or relating to the matter(s) of the clients that are scheduled with the Court at the assigned docket. Contractor shall also use professionally reasonable diligence in notifying and advising clients of possible consequences of Court action resulting from Defendants' nonperformance of Court obligations or nonappearance at future scheduled Court sessions (proof of such notice may be requested and shall be supplied by Contractor upon request). Minimum performance standards applicable to Contractor's representation shall include, but are not limited to, the following:
 - a. Contractor shall be available to consult with assigned clients prior to pretrial disposition conferences and is required to use reasonable diligence in maintaining contact with defendants through final disposition of their cases.
 - b. Contractor shall be ready to proceed at their scheduled hearing unless timely notification is filed with the court.
 - c. Contractor shall be accessible and responsive to assigned defendants including accepting and responding in a timely manner to client communications via telephone and e-mail.
 - d. Contractor shall report to all scheduled proceedings promptly and shall be fully prepared before the commencement of any proceeding. Contractor shall remain in court until proceedings related to their assigned defendants are finished for the day and all related paperwork is completed and signed.
6. Substitute Counsel. Contractor shall provide substitute counsel when unable for any reason to appear in Court or at any of the proceedings described above for any Defendant Contractor has been appointed to represent. Substitute counsel shall not be used routinely and shall not exceed twenty percent (20%) of all court appearances in cases assigned to Contractor. In general, substitute counsel should be used only when Contractor cannot provide services because of illness, a scheduled vacation, or a prior legal commitment of precedence in another court. Substitute counsel shall be provided at Contractor's sole expense. Contractor shall provide the Contract Administrator with the names, addresses, and telephone numbers of substitute counsel who will be responsible for providing public defense services. No counsel shall be offered as a substitute in the performance of services under this Agreement without the prior written consent of the Contract Administrator. Contractor shall provide notice to designated Court staff of all substitutions of counsel in a timely manner. Substitute counsel will not conduct any jury trial or bench trial unless, pursuant to Rule 6.3. of the Arizona Rules of Criminal Procedure, a motion for substitution of counsel is granted by the Court.

7. Costs. Contractor shall be responsible at its sole cost and expense for all normal and incidental costs incurred in the representation of indigent defendants assigned by the Court pursuant to this Agreement including, but not limited to, costs of office space, telephones, transportation, photographs, photocopies (including photocopies of discoverable materials), office supplies, office overhead, reports, secretarial services, law clerks, out-of-court interpreters and transcribers, transcripts (other than appeal transcripts), depositions, and preparation of reports required by this Agreement. Contractor will not be charged for photocopies of discoverable materials obtained from the Chandler City Prosecutor's Office.
8. Interpreter Costs. The Court will provide interpreters for non-English speaking defendants for all in-court proceedings. Contractor shall provide, at its own expense, interpreters for all out-of-court matters.
9. Financial Circumstances of Defendant. The Court will provide forms for defendants to prepare and submit to the Court to determine a defendant's indigence. Contractor shall not be asked to advise clients until the Court has determined that they are indigent and entitled to public defender representation. It is Contractor's responsibility to notify the Court if there is a reasonable basis to believe that any assigned indigent client is not indigent. If the Court determines a defendant is not indigent and allows Contractor to withdraw, Contractor agrees not to represent that defendant in that case for a fee. Contractor acknowledges that it is the Contractor's responsibility to bring such questions of non-indigency promptly to the attention of the Court. Contractor shall not solicit its public defender clients for future representation for a fee.
10. Defendant Conflicts. In the event a case involves two or more defendants or Contractor declares a conflict of interest, the judge may assign one or more defendants to another Public Defender.
11. Precedence of Cases. Contractor agrees that court settings in the Chandler Municipal Court are to take precedence over civil cases and all other criminal cases in other courts which do not have precedence as provided by the Arizona Rules of Criminal Procedure.
12. Prohibition Against Excessive Caseloads. Contractor shall maintain a combined private and contractual caseload consistent with Contractor's ethical duty and the contractual requirement to provide adequate and competent representation. At no time shall Contractor's private practice caseload reach such a level during a term of this Agreement so as to jeopardize Contractor's ability to complete a case in the Court or otherwise perform Contractor's duties under this Agreement.

CASE ASSIGNMENTS

1. The Court shall determine the assignment of indigent cases to Contractor. The Court retains the exclusive right to assign cases based on the ability of Contractor to meet the Court's calendars and schedule and Contractor's expertise in relation to each case.
2. The Court may elect to reassign cases to provide coverage or balance caseloads. The Contract Administrator retains the right to rearrange Attorney assignments, including to a different courtroom or courtrooms, days, or times for the purpose of receiving new case assignments or for adjustments made to the Court calendar at any time.

WORKLOAD

1. Contractor agrees it will not accept representation of clients, whether private or under this Agreement or any other agreement, to the extent that such representation would inhibit Contractor's ability to demonstrate an appropriate level of professional competency in accordance with Arizona Rules of Professional Conduct and applicable case law and/or cause its caseload to exceed the national caseload standard established for misdemeanors in Standard 13.12 of the National Advisory Commission on Criminal Justice Standards and Goals.
2. Contractor shall notify the Contract Administrator if its case load prevents Contractor from meeting ethical obligations to clients assigned under this Agreement. Upon receiving such notification, the Contract Administrator shall meet with Contractor to discuss ways to address and alleviate the case load congestion.

EXHIBIT B COMPENSATION AND FEES

1. Regular Full-time Assignment: For performance of the duties and responsibilities set forth in this Agreement, Contractor shall be compensated at the rate of \$60,000.00 (Sixty Thousand Dollars) per year payable in monthly installments of \$5,000.00, pro-rated for months in which Contractor did not perform services for all or part of the month. This Agreement does not establish a cap on the number of cases assigned for this level of compensation.

Compensation is all inclusive for the performance of services for all matters set in the Court as described in Exhibit A and, except as otherwise provided herein, includes all labor, travel, and expenses through completion of the work and any continuing ethical obligations to represent assigned defendant(s) that were assigned prior to the end of this Agreement.

2. The City Manager may, for good cause, approve an amendment to the Agreement increasing the compensation to be paid under the Agreement by up to 5 percent during any term of the Agreement. Any amendment to the Agreement shall be in writing and signed by both parties.
3. Payments for approved and accepted services will be made after presentation of a monthly invoice for payment to the Contract Administrator, or designee, for services performed in the preceding month. Invoices must be submitted no later than the 7th day of each calendar month and must provide caseload details for the preceding month including: (i) the name of each Defendant, (ii) the associated case number(s), (iii) the date(s) services were provided, and (iv) a general description of the services provided. Payment is for services rendered during the calendar month and shall be prorated for months in which Contractor did not perform services for all or part of the month.
4. Compensation paid under the Agreement is for Contractor's services performed through completion of all matters assigned to Contractor during the term of the Agreement. City shall not owe compensation to Contractor in excess of the annual compensation amount for any work performed after the end of the Agreement on matters assigned on or before the end of the Agreement. For each renewal term of the Agreement, City shall not owe compensation in excess of the annual compensation amount for work performed after the end of any renewal term on matters assigned on or before the end of the extension term.
5. Expert Fees. The City will be responsible for fees for expert witnesses up to a maximum of \$500.00 per year. The \$500.00 annual maximum may be exceeded only when appointment of a witness is ordered by the Court.
6. Contractor shall not collect or receive any payment or remuneration in any form from defendants assigned to Contractor under this Agreement for services provided on the assigned cases.
7. Taxes. Contractor shall be solely responsible for any and all tax obligations, which arise out of the Contractor's performance of this contract. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by Contractor.

8. Special Assignments. In addition to the monthly payments set forth above, Contractor shall be compensated for services rendered in connection with Contractor's appointment as advisory counsel for special events including, but not limited to, Weekend Court and Judicial Awareness and Education events at the rate of \$70.00 per hour (two hour minimum).

EXHIBIT C INSURANCE

INSURANCE

General.

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

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

- A. *Professional Liability.* Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions Contractor is legally liable, with a liability limit of \$500,000

each claim and \$1,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for three years past completion and acceptance of the work or services, and Contractor will submit Certificates of Insurance as evidence the required coverage is in effect. Contractor must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a three-year period.

Proof of coverage and effective dates thereof shall be submitted to the Contract Administrator at the address for Notices (Section 5.7) within 10 days of the effective day of the Agreement.

- B. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee. If the Contractor is a sole proprietor or a single member limited liability company with no employees, and has elected not to purchase Workers' Compensation Insurance; a completed and signed Workers' Compensation Waiver Form will substitute for the insurance requirement.
- C. *Insurance Cancellation during Term of Agreement.*
 - 1. If any of the required policies expire during the life of this Agreement, the Contractor must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the required insurance provisions.
 - 2. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then 10 days prior notice may be given. Such notice shall be sent to the Presiding City Magistrate (Contract Administrator) at the address for Notices in Section 5.7. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect. Contractor's failure to maintain professional liability insurance will result in termination of the Agreement.

EXHIBIT D
SPECIAL CONDITIONS

NONE

Certificate Of Completion

Envelope Id: 63E4BCFFB1C14215B908327840308A1F

Status: Sent

Subject: Complete with Docusign: 4762 Public Defender Agreement Room 6 Slot 5 Jacobo - Legal signed.pdf

EDMS Application: CC-AGRMTS

Source Envelope:

Document Pages: 21

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Saranna Davidson

AutoNav: Enabled

PO Box 4008

Envelopeld Stamping: Enabled

Chandler, 85244

Time Zone: (UTC-07:00) Arizona

Saranna.Davidson@chandleraz.gov

IP Address: 198.241.2.1

Record Tracking

Status: Original

Holder: Saranna Davidson

Location: DocuSign

6/6/2024 | 04:24 PM

Saranna.Davidson@chandleraz.gov

Security Appliance Status: Connected

Pool: StateLocal

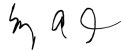
Storage Appliance Status: Connected

Pool: City of Chandler

Location: DocuSign

Signer Events**Signature****Timestamp**

Manny A. Jacobo



Sent: 6/6/2024 | 04:30 PM

jacobolawfirm@gmail.com

Viewed: 6/6/2024 | 04:56 PM

Attorney

Signed: 6/6/2024 | 04:57 PM

Security Level: Email, Account Authentication
(None)Signature Adoption: Drawn on Device
Using IP Address: 184.176.110.111**Electronic Record and Signature Disclosure:**

Accepted: 6/6/2024 | 04:56 PM

ID: 33510667-c64c-4576-95cf-bb0bb2626aa9

Records Division

Signing Group: Records Division

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Rowena Laxa

rowena.laxa@chandleraz.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 9/22/2021 | 09:44 AM

ID: 840f9ca9-78aa-4caa-99bc-c4c879b2dd53

Kevin Hartke

kevin.hartke@chandleraz.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 6/28/2021 | 11:17 AM

ID: 2531f230-027c-41f7-9166-1189df6a8c8f

Dana DeLong

Dana.DeLong@chandleraz.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Signer Events	Signature	Timestamp
Accepted: 6/28/2021 01:03 PM ID: e796186e-c533-4a41-978c-34d69e29778a		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Records Division		Sent: 6/6/2024 04:57 PM
Signing Group: Records Division Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Rosenda Contreras Rosenda.Contreras@chandleraz.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/30/2022 01:24 PM ID: fd43dfe1-51e8-4292-b795-54e27b662b8e		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/6/2024 04:30 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Chandler:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: esignature@chandleraz.gov

To advise City of Chandler of your new email address

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

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

To request paper copies from City of Chandler

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

To withdraw your consent with City of Chandler

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to esignature@chandleraz.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



City Clerk Document No. _____

City Council Meeting Date: June 27, 2024

**CITY OF CHANDLER SERVICES AGREEMENT
PUBLIC DEFENDER SERVICES
CITY OF CHANDLER AGREEMENT NO. CC4-961-4762, SLOT 6**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Alex D. Gonzalez of (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2024 (Effective Date).

RECITALS

A. City proposes to enter an agreement for public defender services for Slot 6 as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

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

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

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

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:

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

City means the City of Chandler, Arizona

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

Days means calendar days

May, Should means something that is not mandatory but permissible

Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides

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

SECTION III: PERIOD OF SERVICE

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

The term of the Agreement is one year, and begins on July 1, 2024, and ends on June 30, 2025, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed \$65,000 (\$60,000 annual compensation and up to \$5,000 other compensation approved by the Court). Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

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

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

4.4 All prices offered herein shall be firm against any increase for the initial term of the Agreement. Prior to commencement of subsequent renewal terms, the City may approve a fully documented request for a price adjustment. The City shall determine whether any requested price increases for extension terms is acceptable to the City. If the City approves the price increase, the price shall

remain firm for the renewal term for which it was requested. If a price increase is agreed upon by the Parties a written Agreement Amendment shall be approved and executed by the Parties.

SECTION V: GENERAL CONDITIONS

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

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

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and

immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

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

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise

from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

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

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

For the City

Name: Saranna Davidson
 Title: Procurement Officer
 Address: 175 S. Arizona Ave., 3rd Floor
 Chandler, AZ 85249
 Phone: 480-782-2406
 Email: saranna.davidson@chandleraz.gov

For the Contractor

Name: Alex D. Gonzalez
 Title: Attorney at Law
 Address: P.O. Box 13247
 Tempe, AZ 85284
 Phone: 480 491-9750/6020818-8298 (cell)
 Email: gonzalezsmith@aol.com

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing

administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

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

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

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

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

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

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

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

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

5.34 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the

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

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

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

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

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

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

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

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

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

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

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

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

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

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

5.45 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.46 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

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

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

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Alex D. Gonzalez

Its: Attorney at Law

APPROVED AS TO FORM:

By: _____
City Attorney *REL*

ATTEST:

By: _____
City Clerk

EXHIBIT A SCOPE OF SERVICES

APPEARANCE TIME

The Contractor will provide services in a regular full-time assignment. Contractor will appear regularly for two (2) full day sessions and one (1) half-day session every other week (i.e., 2.5 days every other week/total of five (5) days per month) as follows:

- One (1) half-day appearance, Jail court (8:30 AM to 11:00 AM)
- Two (2) full-day appearances, regular docket (8:30 AM to Noon, 1:30 PM to 5:00 PM)

The Contractor will appear according to the following schedule.

COURTROOM 6	PUBLIC DEFENDER SLOT 6 SCHEDULE (WEEK 2)
Public Defender assigned to courtroom 6, week 2.	<p style="text-align: center;">TUESDAY</p> <p>AM – Pre-Trial Conference</p> <p>PM – Pre-Trial Conference</p> <p style="text-align: center;">WEDNESDAY</p> <p>AM – Pre-Trial Conference</p> <p style="text-align: center;">THURSDAY</p> <p>AM – Jail Court/Trials/Hearing</p>

CONTRACTOR'S OBLIGATIONS

1. Contractor shall provide legal representation as a public defender to eligible defendants when appointed to do so by a judicial officer of the Court.
2. Contractor shall provide legal advice/guidance at initial arraignments and at in-custody/out-of-custody proceedings.
3. Scope and Requirements of Representation. Contractor shall represent assigned defendants at all court proceedings, including but not limited to, arraignments, pre-trial conferences, calendar calls, motions, evidentiary hearings, oral arguments, settlement conferences, jury and bench trials, sentencings, sentence reviews, Rule 11 hearings, modifications of sentence, orders to show cause hearings, bail hearings, probation revocation proceedings (arraignments and hearings), special hearings, appeal proceedings and special actions, as well as appeals to higher courts, unless the judicial officer before whom the matter is to be heard excuses the personal appearance by the Contractor. Contractor must be able to participate in proceedings that are conducted in-person or remotely using video and audio technology. Contractor must be proficient in the use of virtual appearance technology, digital signature software (e.g., DocuSign), and related technologies and software. In addition to representing in-custody clients, Contractor shall also serve as advisory counsel during assigned jail court appearances and at other court hearings as determined by the Contract Administrator.
4. Continuing Obligation of Representation. In the event this Agreement expires and is not renewed at the end of a contract term, or if for any reason it is terminated by either party,

Contractor shall remain responsible for completing all cases assigned and active before the end date of the Agreement regardless of the length of time necessary to complete the case after the date of expiration or termination unless Contractor is relieved from the case by the Court.

5. Quality of Representation. Contractor shall provide competent and professional legal representation consistent with the standards set forth in the Arizona Rules of Professional Conduct and applicable case law to every assigned Defendant. Contractor shall use reasonable diligence and promptness in notifying clients of their legal rights and legal options, and in advocating for clients with respect to all matters that may be appropriately raised before the Court in defense of the clients and/or relating to the matter(s) of the clients that are scheduled with the Court at the assigned docket. Contractor shall also use professionally reasonable diligence in notifying and advising clients of possible consequences of Court action resulting from Defendants' nonperformance of Court obligations or nonappearance at future scheduled Court sessions (proof of such notice may be requested and shall be supplied by Contractor upon request). Minimum performance standards applicable to Contractor's representation shall include, but are not limited to, the following:
 - a. Contractor shall be available to consult with assigned clients prior to pretrial disposition conferences and is required to use reasonable diligence in maintaining contact with defendants through final disposition of their cases.
 - b. Contractor shall be ready to proceed at their scheduled hearing unless timely notification is filed with the court.
 - c. Contractor shall be accessible and responsive to assigned defendants including accepting and responding in a timely manner to client communications via telephone and e-mail.
 - d. Contractor shall report to all scheduled proceedings promptly and shall be fully prepared before the commencement of any proceeding. Contractor shall remain in court until proceedings related to their assigned defendants are finished for the day and all related paperwork is completed and signed.
6. Substitute Counsel. Contractor shall provide substitute counsel when unable for any reason to appear in Court or at any of the proceedings described above for any Defendant Contractor has been appointed to represent. Substitute counsel shall not be used routinely and shall not exceed twenty percent (20%) of all court appearances in cases assigned to Contractor. In general, substitute counsel should be used only when Contractor cannot provide services because of illness, a scheduled vacation, or a prior legal commitment of precedence in another court. Substitute counsel shall be provided at Contractor's sole expense. Contractor shall provide the Contract Administrator with the names, addresses, and telephone numbers of substitute counsel who will be responsible for providing public defense services. No counsel shall be offered as a substitute in the performance of services under this Agreement without the prior written consent of the Contract Administrator. Contractor shall provide notice to designated Court staff of all substitutions of counsel in a timely manner. Substitute counsel will not conduct any jury trial or bench trial unless, pursuant to Rule 6.3. of the Arizona Rules of Criminal Procedure, a motion for substitution of counsel is granted by the Court.

7. Costs. Contractor shall be responsible at its sole cost and expense for all normal and incidental costs incurred in the representation of indigent defendants assigned by the Court pursuant to this Agreement including, but not limited to, costs of office space, telephones, transportation, photographs, photocopies (including photocopies of discoverable materials), office supplies, office overhead, reports, secretarial services, law clerks, out-of-court interpreters and transcribers, transcripts (other than appeal transcripts), depositions, and preparation of reports required by this Agreement. Contractor will not be charged for photocopies of discoverable materials obtained from the Chandler City Prosecutor's Office.
8. Interpreter Costs. The Court will provide interpreters for non-English speaking defendants for all in-court proceedings. Contractor shall provide, at its own expense, interpreters for all out-of-court matters.
9. Financial Circumstances of Defendant. The Court will provide forms for defendants to prepare and submit to the Court to determine a defendant's indigence. Contractor shall not be asked to advise clients until the Court has determined that they are indigent and entitled to public defender representation. It is Contractor's responsibility to notify the Court if there is a reasonable basis to believe that any assigned indigent client is not indigent. If the Court determines a defendant is not indigent and allows Contractor to withdraw, Contractor agrees not to represent that defendant in that case for a fee. Contractor acknowledges that it is the Contractor's responsibility to bring such questions of non-indigency promptly to the attention of the Court. Contractor shall not solicit its public defender clients for future representation for a fee.
10. Defendant Conflicts. In the event a case involves two or more defendants or Contractor declares a conflict of interest, the judge may assign one or more defendants to another Public Defender.
11. Precedence of Cases. Contractor agrees that court settings in the Chandler Municipal Court are to take precedence over civil cases and all other criminal cases in other courts which do not have precedence as provided by the Arizona Rules of Criminal Procedure.
12. Prohibition Against Excessive Caseloads. Contractor shall maintain a combined private and contractual caseload consistent with Contractor's ethical duty and the contractual requirement to provide adequate and competent representation. At no time shall Contractor's private practice caseload reach such a level during a term of this Agreement so as to jeopardize Contractor's ability to complete a case in the Court or otherwise perform Contractor's duties under this Agreement.

CASE ASSIGNMENTS

1. The Court shall determine the assignment of indigent cases to Contractor. The Court retains the exclusive right to assign cases based on the ability of Contractor to meet the Court's calendars and schedule and Contractor's expertise in relation to each case.
2. The Court may elect to reassign cases to provide coverage or balance caseloads. The Contract Administrator retains the right to rearrange Attorney assignments, including to a different courtroom or courtrooms, days, or times for the purpose of receiving new case assignments or for adjustments made to the Court calendar at any time.

WORKLOAD

1. Contractor agrees it will not accept representation of clients, whether private or under this Agreement or any other agreement, to the extent that such representation would inhibit Contractor's ability to demonstrate an appropriate level of professional competency in accordance with Arizona Rules of Professional Conduct and applicable case law and/or cause its caseload to exceed the national caseload standard established for misdemeanors in Standard 13.12 of the National Advisory Commission on Criminal Justice Standards and Goals.
2. Contractor shall notify the Contract Administrator if its case load prevents Contractor from meeting ethical obligations to clients assigned under this Agreement. Upon receiving such notification, the Contract Administrator shall meet with Contractor to discuss ways to address and alleviate the case load congestion.

EXHIBIT B COMPENSATION AND FEES

1. Regular Full-time Assignment: For performance of the duties and responsibilities set forth in this Agreement, Contractor shall be compensated at the rate of \$60,000.00 (Sixty Thousand Dollars) per year payable in monthly installments of \$5,000.00, pro-rated for months in which Contractor did not perform services for all or part of the month. This Agreement does not establish a cap on the number of cases assigned for this level of compensation.

Compensation is all inclusive for the performance of services for all matters set in the Court as described in Exhibit A and, except as otherwise provided herein, includes all labor, travel, and expenses through completion of the work and any continuing ethical obligations to represent assigned defendant(s) that were assigned prior to the end of this Agreement.

2. The City Manager may, for good cause, approve an amendment to the Agreement increasing the compensation to be paid under the Agreement by up to 5 percent during any term of the Agreement. Any amendment to the Agreement shall be in writing and signed by both parties.
3. Payments for approved and accepted services will be made after presentation of a monthly invoice for payment to the Contract Administrator, or designee, for services performed in the preceding month. Invoices must be submitted no later than the 7th day of each calendar month and must provide caseload details for the preceding month including: (i) the name of each Defendant, (ii) the associated case number(s), (iii) the date(s) services were provided, and (iv) a general description of the services provided. Payment is for services rendered during the calendar month and shall be prorated for months in which Contractor did not perform services for all or part of the month.
4. Compensation paid under the Agreement is for Contractor's services performed through completion of all matters assigned to Contractor during the term of the Agreement. City shall not owe compensation to Contractor in excess of the annual compensation amount for any work performed after the end of the Agreement on matters assigned on or before the end of the Agreement. For each renewal term of the Agreement, City shall not owe compensation in excess of the annual compensation amount for work performed after the end of any renewal term on matters assigned on or before the end of the extension term.
5. Expert Fees. The City will be responsible for fees for expert witnesses up to a maximum of \$500.00 per year. The \$500.00 annual maximum may be exceeded only when appointment of a witness is ordered by the Court.
6. Contractor shall not collect or receive any payment or remuneration in any form from defendants assigned to Contractor under this Agreement for services provided on the assigned cases.
7. Taxes. Contractor shall be solely responsible for any and all tax obligations, which arise out of the Contractor's performance of this contract. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by Contractor.
8. Special Assignments. In addition to the monthly payments set forth above, Contractor shall be compensated for services rendered in connection with Contractor's appointment as advisory

counsel for special events including, but not limited to, Weekend Court and Judicial Awareness and Education events at the rate of \$70.00 per hour (two hour minimum).

EXHIBIT C INSURANCE

INSURANCE

General.

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

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

- A. *Professional Liability.* Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions Contractor is legally liable, with a liability limit of \$500,000

each claim and \$1,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for three years past completion and acceptance of the work or services, and Contractor will submit Certificates of Insurance as evidence the required coverage is in effect. Contractor must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a three-year period.

Proof of coverage and effective dates thereof shall be submitted to the Contract Administrator at the address for Notices (Section 5.7) within 10 days of the effective day of the Agreement.

- B. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee. If the Contractor is a sole proprietor or a single member limited liability company with no employees, and has elected not to purchase Workers' Compensation Insurance; a completed and signed Workers' Compensation Waiver Form will substitute for the insurance requirement.
- C. *Insurance Cancellation during Term of Agreement.*
 - 1. If any of the required policies expire during the life of this Agreement, the Contractor must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the required insurance provisions.
 - 2. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then 10 days prior notice may be given. Such notice shall be sent to the Presiding City Magistrate (Contract Administrator) at the address for Notices in Section 5.7. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect. Contractor's failure to maintain professional liability insurance will result in termination of the Agreement.

EXHIBIT D
SPECIAL CONDITIONS

NONE



City Clerk Document No. _____

City Council Meeting Date: June 27, 2024

**CITY OF CHANDLER SERVICES AGREEMENT
PUBLIC DEFENDER SERVICES
CITY OF CHANDLER AGREEMENT NO. CC4-961-4762, VETERANS COURT AND MENTAL
HEALTH AND SUPPORT COURT**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Christopher J. Palmisano of Law Offices of Christopher J. Palmisano, PLC (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2024 (Effective Date).

RECITALS

A. City proposes to enter an agreement for public defender services for the East Valley Regional Veterans Court and the Mental Health and Support Court as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

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

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

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

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:

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

City means the City of Chandler, Arizona

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

Days means calendar days

May, Should means something that is not mandatory but permissible

Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

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

SECTION III: PERIOD OF SERVICE

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

The term of the Agreement is one year, and begins on July 1, 2024, and ends on June 30, 2025, unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to four additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed \$37,000 (\$32,000 annual compensation and up to \$5,000 other compensation approved by the Court). Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

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

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

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

SECTION V: GENERAL CONDITIONS

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

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

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its

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

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

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

Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

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

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

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

For the City

Name: Saranna Davidson
 Title: Procurement Officer
 Address: 175 S. Arizona Ave., 3rd Floor
 Chandler, AZ 85249
 Phone: 480-782-2406
 Email: saranna.davidson@chandleraz.gov

For the Contractor

Name: Christoper J. Palmisano, PLC
 Title: Attorney
 Address: 700 E. Baseline Rd., Suite A-1
 Tempe, AZ 85283
 Phone: 480 777-5170
 Email: palmisanolaw@gmail.com

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

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

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

compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

5.25 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given seven business days prior to commencement of the services by the

Contractor for a third party, or seven business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the information as set forth in this Section constitute a material breach of this Agreement.

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

Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If required to provide services on a school district property at least five times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, sub-contractors, vendors and their employees will not provide services on school district properties until authorized by the District.

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

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

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

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

5.45 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.46 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.47 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's

approval of a budget that includes an appropriation for this item as expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

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

FOR THE CITY

By: _____

Its: Mayor

FOR THE CONTRACTOR

By: Chris Palmisano

Its: Owner

APPROVED AS TO FORM:

By: _____
City Attorney *REL*

ATTEST:

By: _____
City Clerk

EXHIBIT A SCOPE OF SERVICES

APPEARANCE TIME

The Contractor will provide services in part time assignments as follows.

East Valley Regional Veterans Court Assignment (Part-time):

Contractor shall appear regularly two (2) times per month on Thursday afternoons.

Mental Health and Support Court Assignment (Part-time):

Contractor shall appear regularly two (2) times per month on Monday mornings.

CONTRACTOR'S OBLIGATIONS

1. Contractor shall provide legal representation as a public defender to eligible defendants when appointed to do so by a judicial officer of the Court.
2. Contractor shall provide legal advice/guidance at initial arraignments and at in-custody/out-of-custody proceedings.
3. Scope and Requirements of Representation. Contractor shall represent assigned defendants at all court proceedings, including but not limited to, arraignments, pre-trial conferences, calendar calls, motions, evidentiary hearings, oral arguments, settlement conferences, jury and bench trials, sentencings, sentence reviews, Rule 11 hearings, modifications of sentence, orders to show cause hearings, bail hearings, probation revocation proceedings (arraignments and hearings), special hearings, appeal proceedings and special actions, as well as appeals to higher courts, unless the judicial officer before whom the matter is to be heard excuses the personal appearance by the Contractor. Contractor must be able to participate in proceedings that are conducted in-person or remotely using video and audio technology. Contractor must be proficient in the use of virtual appearance technology, digital signature software (e.g., DocuSign), and related technologies and software. In addition to representing in-custody clients, Contractor shall also serve as advisory counsel during assigned jail court appearances and at other court hearings as determined by the Contract Administrator.
4. Continuing Obligation of Representation. In the event this Agreement expires and is not renewed at the end of a contract term, or if for any reason it is terminated by either party, Contractor shall remain responsible for completing all cases assigned and active before the end date of the Agreement regardless of the length of time necessary to complete the case after the date of expiration or termination unless Contractor is relieved from the case by the Court.
5. Quality of Representation. Contractor shall provide competent and professional legal representation consistent with the standards set forth in the Arizona Rules of Professional Conduct and applicable case law to every assigned Defendant. Contractor shall use reasonable diligence and promptness in notifying clients of their legal rights and legal options, and in advocating for clients with respect to all matters that may be appropriately raised before the Court in defense of the clients and/or relating to the matter(s) of the clients that are scheduled with the Court at the assigned docket. Contractor shall also use professionally reasonable

diligence in notifying and advising clients of possible consequences of Court action resulting from Defendants' nonperformance of Court obligations or nonappearance at future scheduled Court sessions (proof of such notice may be requested and shall be supplied by Contractor upon request). Minimum performance standards applicable to Contractor's representation shall include, but are not limited to, the following:

- a. Contractor shall be available to consult with assigned clients prior to pretrial disposition conferences and is required to use reasonable diligence in maintaining contact with defendants through final disposition of their cases.
 - b. Contractor shall be ready to proceed at their scheduled hearing unless timely notification is filed with the court.
 - c. Contractor shall be accessible and responsive to assigned defendants including accepting and responding in a timely manner to client communications via telephone and e-mail.
 - d. Contractor shall report to all scheduled proceedings promptly and shall be fully prepared before the commencement of any proceeding. Contractor shall remain in court until proceedings related to their assigned defendants are finished for the day and all related paperwork is completed and signed.
6. Substitute Counsel. Contractor shall provide substitute counsel when unable for any reason to appear in Court or at any of the proceedings described above for any Defendant Contractor has been appointed to represent. Substitute counsel shall not be used routinely and shall not exceed twenty percent (20%) of all court appearances in cases assigned to Contractor. In general, substitute counsel should be used only when Contractor cannot provide services because of illness, a scheduled vacation, or a prior legal commitment of precedence in another court. Substitute counsel shall be provided at Contractor's sole expense. Contractor shall provide the Contract Administrator with the names, addresses, and telephone numbers of substitute counsel who will be responsible for providing public defense services. No counsel shall be offered as a substitute in the performance of services under this Agreement without the prior written consent of the Contract Administrator. Contractor shall provide notice to designated Court staff of all substitutions of counsel in a timely manner. Substitute counsel will not conduct any jury trial or bench trial unless, pursuant to Rule 6.3. of the Arizona Rules of Criminal Procedure, a motion for substitution of counsel is granted by the Court.
7. Costs. Contractor shall be responsible at its sole cost and expense for all normal and incidental costs incurred in the representation of indigent defendants assigned by the Court pursuant to this Agreement including, but not limited to, costs of office space, telephones, transportation, photographs, photocopies (including photocopies of discoverable materials), office supplies, office overhead, reports, secretarial services, law clerks, out-of-court interpreters and transcribers, transcripts (other than appeal transcripts), depositions, and preparation of reports required by this Agreement. Contractor will not be charged for photocopies of discoverable materials obtained from the Chandler City Prosecutor's Office.
8. Interpreter Costs. The Court will provide interpreters for non-English speaking defendants for all in-court proceedings. Contractor shall provide, at its own expense, interpreters for all out-of-court matters.

9. Financial Circumstances of Defendant. The Court will provide forms for defendants to prepare and submit to the Court to determine a defendant's indigence. Contractor shall not be asked to advise clients until the Court has determined that they are indigent and entitled to public defender representation. It is Contractor's responsibility to notify the Court if there is a reasonable basis to believe that any assigned indigent client is not indigent. If the Court determines a defendant is not indigent and allows Contractor to withdraw, Contractor agrees not to represent that defendant in that case for a fee. Contractor acknowledges that it is the Contractor's responsibility to bring such questions of non-indigency promptly to the attention of the Court. Contractor shall not solicit its public defender clients for future representation for a fee.
10. Defendant Conflicts. In the event a case involves two or more defendants or Contractor declares a conflict of interest, the judge may assign one or more defendants to another Public Defender.
11. Precedence of Cases. Contractor agrees that court settings in the Chandler Municipal Court are to take precedence over civil cases and all other criminal cases in other courts which do not have precedence as provided by the Arizona Rules of Criminal Procedure.
12. Prohibition Against Excessive Caseloads. Contractor shall maintain a combined private and contractual caseload consistent with Contractor's ethical duty and the contractual requirement to provide adequate and competent representation. At no time shall Contractor's private practice caseload reach such a level during a term of this Agreement so as to jeopardize Contractor's ability to complete a case in the Court or otherwise perform Contractor's duties under this Agreement.

CASE ASSIGNMENTS

1. The Court shall determine the assignment of indigent cases to Contractor. The Court retains the exclusive right to assign cases based on the ability of Contractor to meet the Court's calendars and schedule and Contractor's expertise in relation to each case.
2. The Court may elect to reassign cases to provide coverage or balance caseloads. The Contract Administrator retains the right to rearrange Attorney assignments, including to a different courtroom or courtrooms, days, or times for the purpose of receiving new case assignments or for adjustments made to the Court calendar at any time.

WORKLOAD

1. Contractor agrees it will not accept representation of clients, whether private or under this Agreement or any other agreement, to the extent that such representation would inhibit Contractor's ability to demonstrate an appropriate level of professional competency in accordance with Arizona Rules of Professional Conduct and applicable case law and/or cause its caseload to exceed the national caseload standard established for misdemeanors in Standard 13.12 of the National Advisory Commission on Criminal Justice Standards and Goals.
2. Contractor shall notify the Contract Administrator if its case load prevents Contractor from meeting ethical obligations to clients assigned under this Agreement. Upon receiving such

notification, the Contract Administrator shall meet with Contractor to discuss ways to address and alleviate the case load congestion.

EXHIBIT B

COMPENSATION AND FEES

1. Mental Health and Support Court Assignment (Part-time): For performance of the duties and responsibilities set forth in this Agreement, Contractor shall be compensated at the rate of \$20,000.00 (Twelve Thousand Dollars) per year payable in monthly installments of \$1,666.66, pro-rated for months in which Contractor did not perform services for all or part of the month. This Agreement does not establish a cap on the number of cases assigned for this level of compensation.

Compensation is all inclusive for the performance of services for all matters set in the Court as described in Exhibit A and, except as otherwise provided herein, includes all labor, travel, and expenses through completion of the work and any continuing ethical obligations to represent assigned defendant(s) that were assigned prior to the end of this Agreement.

2. East Valley Regional Veterans Court Assignment (Part-time): For performance of the duties and responsibilities set forth in this Agreement, Contractor shall be compensated at the rate of \$12,000.00 (Twelve Thousand Dollars) per year payable in monthly installments of \$1,000.00, pro-rated for months in which Contractor did not perform services for all or part of the month. This Agreement does not establish a cap on the number of cases assigned for this level of compensation.

Compensation is all inclusive for the performance of services for all matters set in the Court as described in Exhibit A and, except as otherwise provided herein, includes all labor, travel, and expenses through completion of the work and any continuing ethical obligations to represent assigned defendant(s) that were assigned prior to the end of this Agreement.

3. The City Manager may, for good cause, approve an amendment to the Agreement increasing the compensation to be paid under the Agreement by up to 5 percent during any term of the Agreement. Any amendment to the Agreement shall be in writing and signed by both parties.
4. Payments for approved and accepted services will be made after presentation of a monthly invoice for payment to the Contract Administrator, or designee, for services performed in the preceding month. Invoices must be submitted no later than the 7th day of each calendar month and must provide caseload details for the preceding month including: (i) the name of each Defendant, (ii) the associated case number(s), (iii) the date(s) services were provided, and (iv) a general description of the services provided. Payment is for services rendered during the calendar month and shall be prorated for months in which Contractor did not perform services for all or part of the month.
5. Compensation paid under the Agreement is for Contractor's services performed through completion of all matters assigned to Contractor during the term of the Agreement. City shall not owe compensation to Contractor in excess of the annual compensation amount for any work performed after the end of the Agreement on matters assigned on or before the end of the Agreement. For each renewal term of the Agreement, City shall not owe compensation in excess of the annual compensation amount for work performed after the end of any renewal term on matters assigned on or before the end of the extension term.

6. Expert Fees. The City will be responsible for fees for expert witnesses up to a maximum of \$500.00 per year. The \$500.00 annual maximum may be exceeded only when appointment of a witness is ordered by the Court.
7. Contractor shall not collect or receive any payment or remuneration in any form from defendants assigned to Contractor under this Agreement for services provided on the assigned cases.
8. Taxes. Contractor shall be solely responsible for any and all tax obligations, which arise out of the Contractor's performance of this contract. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by Contractor.
9. Special Assignments. In addition to the monthly payments set forth above, Contractor shall be compensated for services rendered in connection with Contractor's appointment as advisory counsel for special events including, but not limited to, Weekend Court and Judicial Awareness and Education events at the rate of \$70.00 per hour (two hour minimum).

EXHIBIT C INSURANCE

INSURANCE

General.

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

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

- A. *Professional Liability.* Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions Contractor is legally liable, with a liability limit of \$500,000

each claim and \$1,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for three years past completion and acceptance of the work or services, and Contractor will submit Certificates of Insurance as evidence the required coverage is in effect. Contractor must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a three-year period.

Proof of coverage and effective dates thereof shall be submitted to the Contract Administrator at the address for Notices (Section 5.7) within 10 days of the effective day of the Agreement.

- B. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee. If the Contractor is a sole proprietor or a single member limited liability company with no employees, and has elected not to purchase Workers' Compensation Insurance; a completed and signed Workers' Compensation Waiver Form will substitute for the insurance requirement.
- C. *Insurance Cancellation during Term of Agreement.*
1. If any of the required policies expire during the life of this Agreement, the Contractor must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the required insurance provisions.
 2. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then 10 days prior notice may be given. Such notice shall be sent to the Presiding City Magistrate (Contract Administrator) at the address for Notices in Section 5.7. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect. Contractor's failure to maintain professional liability insurance will result in termination of the Agreement.

EXHIBIT D
SPECIAL CONDITIONS

NONE

Certificate Of Completion

Envelope Id: 8A114A745B9140F0BDB473543CBE5323

Status: Sent

Subject: Complete with Docusign: 4762 Public Defender Agreement VC and MHSC Palmisano - Legal Signed.pdf

EDMS Application: CC-AGRMTS

Source Envelope:

Document Pages: 21

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Saranna Davidson

AutoNav: Enabled

PO Box 4008

Enveloped Stamping: Enabled

Chandler, 85244

Time Zone: (UTC-07:00) Arizona

Saranna.Davidson@chandleraz.gov

IP Address: 198.241.2.1

Record Tracking

Status: Original

Holder: Saranna Davidson

Location: DocuSign

6/6/2024 | 04:35 PM

Saranna.Davidson@chandleraz.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Chandler

Location: DocuSign

Signer Events**Signature****Timestamp**

Chris Palmisano

palmisanolaw@gmail.com

Owner

Security Level: Email, Account Authentication
(None)*Chris Palmisano*

Sent: 6/6/2024 | 04:43 PM

Viewed: 6/7/2024 | 10:49 AM

Signed: 6/8/2024 | 10:12 AM

Signature Adoption: Pre-selected Style

Using IP Address: 68.231.6.236

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 6/7/2024 | 10:49 AM

ID: 2bd9203d-cc46-4eb2-9c36-1a93ca922d8c

Records Division

Signing Group: Records Division

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Rowena Laxa

rowena.laxa@chandleraz.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 9/22/2021 | 09:44 AM

ID: 840f9ca9-78aa-4caa-99bc-c4c879b2dd53

Kevin Hartke

kevin.hartke@chandleraz.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 6/28/2021 | 11:17 AM

ID: 2531f230-027c-41f7-9166-1189df6a8c8f

Dana DeLong

Dana.DeLong@chandleraz.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Signer Events	Signature	Timestamp
Accepted: 6/28/2021 01:03 PM ID: e796186e-c533-4a41-978c-34d69e29778a		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Records Division		Sent: 6/8/2024 10:12 AM
Signing Group: Records Division Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Rosenda Contreras Rosenda.Contreras@chandleraz.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/30/2022 01:24 PM ID: fd43dfe1-51e8-4292-b795-54e27b662b8e		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/6/2024 04:43 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Chandler:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: esignature@chandleraz.gov

To advise City of Chandler of your new email address

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

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

To request paper copies from City of Chandler

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

To withdraw your consent with City of Chandler

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to esignature@chandleraz.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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



City Council Memorandum Cultural Development Memo No.

Date: June 24, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Kim Moyers, Cultural Development Director
From: Lauren Koll, Downtown Redevelopment Program Manager
Subject: Resolution No. 5817, authorizing the Enhanced Municipal Services District (EMSD) Agreement for Fiscal Year 2024-25 between the City of Chandler and the Downtown Chandler Community Partnership, and authorizing the City's voluntary contribution to the EMSD in the amount of \$130,981

Proposed Motion:

Move City Council pass and adopt Resolution No. 5817, authorizing the Enhanced Municipal Services District (EMSD) Agreement for Fiscal Year 2024-25 between the City of Chandler and the Downtown Chandler Community Partnership, and authorizing the City's voluntary contribution to the EMSD in the amount of \$130,981.

Background:

At the Chandler City Council meetings on March 21, 2024, and May 23, 2024, the Mayor and City Council took all actions necessary to renew the EMSD. Staff is requesting approval of an EMSD Agreement with the Downtown Chandler Community Partnership (DCCP). Through this action, the DCCP is designated as the entity to manage and operate programs in the EMSD.

Discussion:

The DCCP's primary responsibilities include representing EMSD ratepayers, preparing an annual EMSD budget, and developing a work plan from the goals outlined in the attached Exhibit B.

The agreement also details the City's participation in the EMSD. Financially, the City of Chandler voluntarily contributes \$130,981 to the EMSD. The agreement

also identifies how payments will be made from the City to the DCCP, using both City funds and revenues obtained through the assessment of taxes on private property owners. Finally, the agreement outlines the City-provided services that will be delivered during the term of the agreement.

The DCCP participated in the development of the agreement, including providing a budget and work plan for the upcoming year. The DCCP Executive Board has formally approved the content of this agreement.

Should Mayor and Council pass and adopt Resolution No. 5817, staff will process the first voluntary payment to the DCCP prior to July 15, 2024, as specified in the agreement.

Financial Implications:

Assessments for privately-owned property in the District total \$243,503.71. Staff has forwarded the Assessment Roll to Maricopa County for inclusion in the fall property tax bills. The City's voluntary contribution of \$130,981 has been included in the Downtown Redevelopment budget for Fiscal Year 2024-25. The total amount of the EMSD budget for Fiscal Year 2024-25 is \$374,484.71.

Attachments

Resolution 5817
DCCP Contract

RESOLUTION NO. 5817

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE ENHANCED MUNICIPAL SERVICES DISTRICT AGREEMENT FOR FISCAL YEAR 2024–2025, BETWEEN THE CITY OF CHANDLER AND THE DOWNTOWN CHANDLER COMMUNITY PARTNERSHIP, AND AUTHORIZING THE CITY’S VOLUNTARY CONTRIBUTION IN THE AMOUNT OF \$130,981.

WHEREAS, the Mayor and Council of the City of Chandler, Arizona (the “City”), initiated a district known as City of Chandler, Arizona, Downtown Chandler Enhanced Municipal Services District (the “District”) by the adoption of Resolution No. 3905 (the “Resolution of Intention”); and

WHEREAS, the Mayor and Council did make an annual statement and estimate of the expenses of the District for the fiscal year commencing July 1, 2024 and ending June 30, 2025; and did assess the total sum upon the several lots within the District; and

WHEREAS, Mayor and Council adopted Resolution No. 5804 approving the 2024-2025 annual assessment for the Downtown Chandler Enhanced Municipal Services District; and

WHEREAS, the Downtown Chandler Community Partnership (“DCCP”) is designated the entity to manage and operate programs in the District through the annual renewal of the Downtown Chandler Enhanced Municipal Services Agreement (the “Agreement”); and

WHEREAS, the Enhanced Municipal Services District functions of representing district ratepayers, developing the annual District budget and work plan, and monitoring performance and provision of District services have been maintained; and

WHEREAS, said Agreement has been modified from the prior year contract to change how reserves are accounted for, and how unused funds from the prior year are programmed; and

WHEREAS, said Agreement describes a work program to be performed by the District and City maintained baseline service levels for the period beginning July 1, 2024 and ending June 30, 2025; and

WHEREAS, said Agreement pledges the City’s commitment to pay a voluntary contribution to the District and identifies two equal installments to be made to the DCCP on or before July 15, 2024 and January 15, 2025; and

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

Section 1. Approves the annual Downtown Chandler Enhanced Municipal Services Agreement for Fiscal Year 2024-2025, in the form attached hereto as Exhibit A, and authorizes the Mayor to execute the Agreement on behalf of the City.

Section 2. Authorizes the City to pay to the DCCP, as a voluntary contribution to the District, the total sum of \$130,981 in two equal installments in accordance with the schedule of payments set forth in the Agreement.

Section 3. Directs the City Clerk to certify the fact and date of such approval on the duplicate copies of the Downtown Chandler Enhanced Municipal Services Agreement.

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

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5817 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of June, 2024, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY TA

DOWNTOWN CHANDLER ENHANCED MUNICIPAL SERVICES AGREEMENT FOR FISCAL YEAR 2024-2025

THIS AGREEMENT is entered into effective July 1, 2024, by and between the CITY OF CHANDLER, an Arizona municipal corporation (the "City"), and DOWNTOWN CHANDLER COMMUNITY PARTNERSHIP, an Arizona non-profit corporation (the "DCCP").

RECITALS

WHEREAS, the City desires to obtain certain enhanced municipal services for a portion of the downtown area of Chandler, and, pursuant to the authority granted under Section 48-575 of the Arizona Revised Statutes, has established the Downtown Chandler Enhanced Municipal Services District by Resolution No. 3905 to fund such services within the geographic area described therein and depicted in attached Exhibit "A" (the "District"), and has established an assessment for properties within the District to fund such enhanced services; and

WHEREAS, the DCCP is willing and able and desires to provide such enhanced municipal services for the District;

NOW, THEREFORE, in consideration of the recitals and the mutual obligations of the parties contained herein, each of them does hereby covenant and agree with the other as follows:

SECTION 1 **SCOPE OF SERVICES**

1.1. **Purpose.** The purpose of this Agreement is to establish and carry out a strategy for providing enhanced municipal services within the District, including marketing and promotion, safety and beautification, and management assistance so as to increase the economic and civic value of the downtown area of Chandler.

1.2. **Description of Services.** During the term of this Agreement and in order to further the purpose of this Agreement, the DCCP shall perform the enhanced municipal services described in attached Exhibit "B", which at a minimum shall include the services described in Sections 1.3 through 1.5 below.

1.3. **Marketing and Promotions.** The DCCP shall promote the District, including all of its individual market and geographic segments, through the development and implementation of a, including but not limited to: publications; facilitating the production by others of special events and festivals; and advertising and publicity.

1.4. **Safety and Beautification.** The DCCP shall implement programs that clean the physical environment of the District, thereby enhancing public safety services. In addition, the DCCP shall provide supplemental projects including street banners, informational directories, building light lines and annual holiday light displays. Additionally, the DCCP shall regularly communicate with the City on general maintenance and beautification to ensure a well-maintained and appealing atmosphere.

1.5. **Downtown Management Assistance.** The DCCP shall be the point of contact on a daily basis for issues affecting District ratepayers so that matters can be coordinated with the City and addressed appropriately.

1.6. **Compliance with Laws.** In providing any and all of the services described in this Agreement, the DCCP shall comply with all applicable laws, ordinances and codes of the United States, the State of Arizona, and the City of Chandler.

1.7. **General Administration.** The DCCP shall maintain high standards in the conduct of its internal and external business affairs, and shall maintain a high public integrity.

1.8. **Coordination With The City.** In order that this Agreement may be considered for renewal for fiscal year 2024-2025, the DCCP shall:

a. Provide, for approval by the City, (i) any recommended modifications to the description of the scope of services described in attached Exhibit "B" or otherwise described in this section 1 of this Agreement, (ii) a detailed operating budget that meets the modified scope of services, (iii) an accounting of anticipated and existing carryforward and how it will be utilized during the timeframe of this agreement. The proposed modifications and the operating budget including carryforward shall be submitted to the City by March 21, 2024 and the City shall take action on both items on June 27, 2024.

b. Provide, for the term of this Agreement, the DCCP shall provide two progress reports to the City in the months of January and June of each year, to include information on relevant topics such as events, attendance, hours devoted to clean and safe activities, marketing reach, etc.

c. Provide monthly financial statements and an independent audit report (every other year) of expenditures and program compliance within one hundred twenty (120) days following the end of the fiscal year covered by this Agreement and within ninety (90) days following the termination of this Agreement. The year the audit is not conducted, a financial review will be completed. The City may also choose to perform its own audit. The financial statements and audit shall utilize fund accounting and distinguish between restricted and unrestricted revenues per the Financial Accounting Standards Board Accounting Standards Codification (ASC) 958 as follows:

1. *Unrestricted Net Assets:* Those funds that have no donor or contributor stipulations. These include member dues and prior savings from pre-District fundraising done by DCCP. If this contract is not renewed, all funds in this category are retained by the DCCP.

2. *Temporarily Restricted Net Assets:* Those funds that have donor-imposed restrictions that can be fulfilled in one of two ways – passage of a defined period of time (time restricted) or by performing defined activities (purpose restricted). This includes assessment revenues, the voluntary City contribution, sponsorships, and event income for those events funded and/or staffed by the District. Temporarily restricted assets may only be used for District purposes in line with the duties outlined in Sections 1.3 through 1.5, not general DCCP purposes. Any monies

carried forward in to the next fiscal year from this category, will remain in this classification. If this contract is not renewed, all funds in this category must be returned to the City.

3. *Permanently Restricted Net Assets*: Those funds that are donated for a specific and restricted use, such as an endowment. Currently, no such assets exist in the District and disposition of any funds secured during the term of this contract will be decided between the parties.

d. Provide assistance to the Maricopa County Assessor, the Maricopa County Treasurer, and the City in the assessment of the District. DCCP shall be responsible for maintaining an accurate roll of land use and property ownership information, the development of proposed assessment lists, and the scheduling of events leading to assessment hearings and other appropriate public hearings and notifications to be conducted during the fiscal year covered by this Agreement for the next fiscal year.

1.9. **Continuance of City Service Levels.** The City shall continue to provide within the District the same level of municipal services as described in attached Exhibit "C".

SECTION 2 EFFECTIVE DATE

2.1. **Term.** This Agreement shall be for the City's fiscal year beginning July 1, 2024 and ending June 30, 2025.

SECTION 3 COMPENSATION

3.1. **Remittance of Assessments.** The City agrees to remit to the DCCP, for the services to be rendered by it under this Agreement, an amount equal to the annual assessment of the Chandler Enhanced Municipal Services District as collected and distributed by the Maricopa County Treasurer for fiscal year 2024-2025. Payments by the City shall be made to the DCCP when received by the City from the Maricopa County Treasurer.

3.2. **Voluntary Contribution.** The City shall pay to the DCCP a voluntary contribution of \$130,981 (One hundred thirty thousand, nine hundred and eighty one dollars) in two equal installments, the first on or before July 15, 2024, and the second on or before January 15, 2025.

3.3 **Reserve Fund.** The DCCP shall establish a contingency fund as a reserve to use as operating funds for fiscal year 2024-2025. The reserve will be sufficient enough to use as operating funds until such time that the City receives assessment funds from Maricopa County. The DCCP Board may set and carry a reserve level not to exceed 20% of that years' assessment. If the DCCP Board wishes to accumulate funds for a specific project in addition to the 20% reserve, a written proposal may be submitted to the City for consideration. Upon City approval, Temporarily Restricted Funds may be earmarked for the project; however, if the project does not move forward in the agreed upon timeframe, the monies will be returned to the general Temporarily Restricted Funds and the reserve spent down.

SECTION 4

INSURANCE AND INDEMNIFICATION

4.1 **Indemnification:** The DCCP agrees to indemnify, defend and save harmless the City, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively; from all losses, claims, suits, actions, payments and judgments, demands, expenses, attorney's fees, defense costs or actions of any kind and nature resulting from personal injury (including bodily injury and death) to any person, including employees of the DCCP or any subcontractor or consultant of the DCCP employed by the DCCP, or damage to any property, arising or alleged to have arisen out of the negligent performance of the DCCP for the work to be performed hereunder, except any such injury or damages arising out of the sole negligence of the City, its officers, agents or employees. It is the intention of the parties to this contract that the City, its Mayor and Council, appointed boards and commissions, officials, officers and employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property.

4.2 **Insurance:** The DCCP shall provide insurance coverage in the amount and type, and subject to the conditions, as set forth in attached Exhibit "D".

SECTION 5

TERMINATION

5.1. **Automatic Termination.** This Agreement shall terminate automatically if either of two conditions applies:

- a. At the end of the fiscal year covered by this Agreement if the DCCP budget is not approved and/or renewal of the Agreement is not approved by the Chandler City Council.
- b. The DCCP ceases to exist.

5.2. **Optional Termination.** Either party may terminate this Agreement during its term upon giving the other party at least sixty (60) days written notice of such desired termination.

5.3. **Effect of Early Termination.** Upon early termination of this Agreement, the assets of the DCCP shall become the assets of the City, with the exception of the verified Unrestricted Net Assets, and the City's voluntary contribution shall be terminated immediately.

SECTION 6
MISCELLANEOUS PROVISIONS

6.1. **Binding Agreement; Assignment:** This Agreement shall be binding upon the successors and assigns of the parties. However, no party shall have the right to assign this Agreement or any interest in this Agreement without the prior written consent of the other party.

6.2. **Notices:** Any notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served, given or made if delivered in person or sent by registered or certified mail, return receipt requested, pre-paid to the parties as specified below.

If to the City: City of Chandler
 City Manager's Office
 Mail Stop 605
 P.O. Box 4008
 Chandler, AZ 85244-4008

 City of Chandler
 Cultural Development
 Mail Stop 498
 P.O. Box 4008
 Chandler, AZ 85244-4008

If to the DCCP: Downtown Chandler Community Partnership
 100 W. Boston St., Ste. 5
 Chandler, AZ 85225

6.3. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. This Agreement has been made and entered into in Maricopa County, Arizona.

6.4. **Waiver.** No waiver by either party of any breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same for any other term, covenant or condition herein contained.

6.5. **Attorney's Fees.** In the event of any actual litigation between the parties in connection with this Agreement, the party prevailing in such action shall be entitled to recover from the other party all of its costs and fees, including reasonable attorney's fees, which shall be determined by the court and not by the jury.

6.6. **Exhibits.** The exhibits attached hereto are incorporated herein by this reference as though fully set forth herein.

6.7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements,

representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

IN WITNESS WHEREOF, the City has caused this agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and DCCP has signed the same on or as of the day and year first written above.

CITY OF CHANDLER, an Arizona municipal corporation

By: _____
Kevin Hartke, Mayor


ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney TA

DOWNTOWN CHANDLER COMMUNITY PARTNERSHIP, an Arizona non-profit corporation

By: 
Megan Schmidt, Chair

ATTEST:

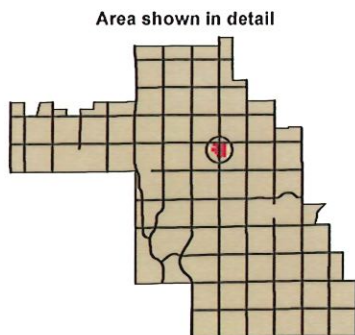
Exhibit A

City of Chandler Enhanced Municipal Services District

Assessment Diagram 2024-2025



Note: For detailed parcel information including building and lot square footage please refer to Exhibit D.



- | Assessed Parcels | | Exempt Parcels | |
|--|-------------------|---|---|
| | Historic Downtown | | Residential |
| | City Owned | | Other |
| | Privately Owned | | Streets |
| | | | District Boundary |



Exhibit B



Downtown Chandler Community Partnership 2024-25 Work Plan

1. Marketing and Promotion

A. Promotional Events/Programs

- Seasonal Events and Promotions: Winter, Spring, Summer, Fall
- Events: Farmers Market and extending to a Summer Market, Sippin' Santa's, Brunch Crawl, Sugarland, Wedding Walk, Prancer's Pajama Party, Dive-in Movies, Art Walk
- Holiday campaign
- Small Business Saturday
- Holiday Décor/Seasonal Lighting
- Event Partnerships – Fine Arts and Wine Festival, BBQ Festival, Reunion Truck Show, Oktoberfest, Chandler Pride, Corvette Club of Arizona
- Serve on City Special Events Committee, Dr. AJ Chandler Park Renovation Committee, Area Plan Update Committee

B. Downtown Marketing and Communications

- Downtown map/brochures kept current and regularly updated
- Seasonal Promotional Campaigns- Channel Your Chill, Stay & Play
- Brand Campaign – Downtown Live!
- Monthly Newsletters – Downtown Update (Stakeholders) and Downtown Dish (public)
- Special Event Notifications/communications
- Website kept current and regularly updated
- Promote downtown parking options, both surface and garage
- Social media to include Facebook, Instagram, Tik Tok
- Target Marketing in frequent visitors via specific cities based on AI data
- Kiosks/banners kept current and regularly updated
- Collaborative marketing with downtown businesses
- Online event calendar kept current regularly updated
- Assist City in Communication efforts with Downtown Businesses and Property Owners
- Partner with Visit Chandler to participate and/or attend tourism opportunities

Exhibit B

2. Safety and Beautification

- Clean Team Services - 7 days a week – minimum 40 hours
- Ambassador Program - 2-3-month pilot program on the weekends during high visitor season.
- Provide flower planting in pots/planters along colonnade area and intersection of Frye and AZ. Ave/Boston/AZ Ave as needed.
- Add flags in planters throughout downtown during patriotic holidays.
- Partnered with DEI, Library, and Cultural Development to add holiday wreaths to the park. Wrapped garland around Sternberg lighting, light the canal.
- Replace and update roof top lighting.
- Partner with various groups to incorporate arts in the downtown, and local artists to wrap utility boxes.
- Partner with the City's Homeless Navigation team to report incidents and/or concerns.
- Increase pressure washing throughout downtown outside of city's weekly pressure washing areas.

3. Downtown Management

- 6-Downtown Stakeholders Meetings
- Minimum 9 Board Meetings
- Strategic Plan
- Annual Satisfaction survey
- Monthly Financials
- Bi-annual audit (odd years)
- Annual Meeting
- Annual Report
- DCCP Workplan
- DCCP Budget
- EMSD Renewal
- Advocate for Downtown projects, businesses and property owners
- Liaison between stakeholders/City
- Attend various meetings/celebrations
- Fundraising efforts for Special Programs/Projects
- Hiring of Consultant to assist with the EMSD 10 year renewal process and guidance for potential expansion.
- Work on strategies to address pop-up vendors, nonprofits, and other organizations under the city colonnade.

EXHIBIT C
CITY SERVICES PROVIDED IN DOWNTOWN
FY2024-25

City Services to Be Provided to Downtown

Downtown Redevelopment Staff
(Non-exhaustive list of responsibilities)

- Manage all economic development activities in Downtown Chandler, including, but not limited to:
 - Business recruitment, retention, and expansion assistance
 - Deployment of City-owned land for redevelopment projects through the request for proposal process
 - Management and negotiation of development agreements
 - Serving as a liaison between the downtown business community and the City of Chandler
 - Providing research services and analyzing relevant economic data
- Initiate and implement the various projects and activities of the City's Downtown program including, but not limited to:
 - Coordinating and leading City Capital Improvement Projects throughout Downtown Chandler
 - Coordinating maintenance tasks within the physical environment throughout Downtown Chandler
 - Leading and coordinating the implementation of various new improvements
 - Coordinating with the City's Communication and Public Affairs Department to create marketing content and events for Downtown Chandler
 - Leverage best practices for the implementation of placemaking projects
- Serve as the liaison between the Downtown Chandler Community Partnership and the City of Chandler
- Coordinate across City departments and the Downtown Chandler community to address quality of life issues
- The DCCP would have the first right of refusal for The Arizona Office of Tourism if Economic Development - Tourism Division (Visit Chandler) is not applying for any grant opportunities. The City will work with the DCCP for submittal.
- The DCCP has the ability to request use of the Gateway Banner when not in use by an upcoming permitted event if it is a DCCP sponsored event that benefits the downtown as a whole and not one specific business regardless of whether a permit is needed or not.

Downtown Redevelopment Operations

- **Cleaning Maintenance**

- Power washing under colonnades once per week and on Arizona Ave and Breezeway and other identified areas every two weeks. (Map available upon request)
- Breezeway maintenance and cleaning task as needed.

- **Routine Maintenance Task**

- Re-planting (approximately April/October), weeding and fertilizing twice per year flowers and plants in Downtown Area.
- City provides water for all pots on the Parks irrigation system. City provided pots without an automatic watering system will be watered by the store owner adjacent to the pots.
- Pick up trash as needed.
- Monitor and report graffiti, shopping carts, illegal dumping, and collaborating with our homeless navigators.
- Maintain Banners along Arizona Ave
- Work with vendors for maintenance repairs.

City of Chandler Police Department

- Traditional-type patrol officers are assigned to the area in marked police cars to respond to routine calls for service.
- The bicycle team is available for enforcement in Downtown Chandler.
- Crime prevention personnel are available to offer advice regarding crime prevention through environmental design and/or business practice.
- Specialized enforcement as needed for criminal activity.

City of Chandler Public Works Department

- Perform street sweeping weekly
- Inspect storm drains and inlets twice annually and clean as needed
- Perform concrete and asphalt repairs as needed
- Inspect pavement markings once per year and redo as needed
- Repair, replace, and install traffic signs as needed

City of Chandler Parks Department

A.J. Chandler Park

- Maintain A.J. Chandler Park including mowing, fertilizing and watering of grass, maintenance of trees and other plant material and cleaning open space ramada areas including maintenance of landscaped medians.
- DCCP has been granted one storage unit in which to store their special event and cleaning equipment.
- Responsible for the up lighting and Sternberg's in the downtown area.
- Downtown Maintenance Costs
 - Sidewalk Maintenance and cleaning and emptying of trash cans once per week, as well as other tasks as needed.
 - Landscaping Behind San Marco Place Storefronts
 - Pick up trash twice per week
 - Prune shrubs six times per year
- Breezeway Cleaning
 - Pick up trash twice per week

City of Chandler Building and Facilities Department

Colonnade, Lighting & Repairs

- Pay for annual electrical APS utility costs on existing lighting.
- Perform colonnade lighting repairs including light bulb, ballast, lenses, breaker repair and replacement on existing lighting including gooseneck lighting and Sternbergs.
- Maintain LED light strips along edge of colonnade

Parking Lot and Parking Garages Sweeping

- Sweep city parking lots/courts with motor sweeper monthly.



Exhibit D

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/15/2024

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 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	CONTACT NAME: Gerlad Sajor
American Family Brokerage Inc	PHONE (A/C, No, Ext): 480-503-4455
6000 American Parkway	FAX (A/C, No): 866-287-1188
	E-MAIL ADDRESS: gsajor@amfam.com
	INSURER(S) AFFORDING COVERAGE
Madison WI 53783	INSURER A: USLI - United States Liability Insurance
INSURED	INSURER B: USLI - United States Liability Insurance
Downtown Chandler Community Partnership Inc	INSURER C: USLI - United States Liability Insurance
100 W Boston St Ste 5	INSURER D:
	INSURER E:
Chandler AZ 85225	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.

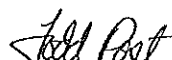
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	NBP1566476A	01/31/2024	01/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				01/31/2024	01/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CUP1571799A	01/31/2024	01/31/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Directors & Officers Host Liquor Liability			NBP1566476A	01/31/2024	01/31/2025	\$1,000,000 Claims Made Limit \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

- The City of Chandler, its agents, representatives, officers, directors, officials, and employees are additional insureds. Certificate contains severability of interest and waiver of subrogation.
- Event Date: September 27 and 28, 2024
- Event Name: Downtown Chandler Oktoberfest
- Event Location: Dr. A.J. Chandler Park East Stage Plaza

CERTIFICATE HOLDER

CANCELLATION

City of Chandler 175 S. Arizona Ave 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 
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City Council Memorandum Development Services Memo No. 23-031

Date: June 24, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager & Acting Development Services Director
From: Darsy Omer, Associate Planner
Subject: ANX23-0003 Annexation 13.57 acres SEC of Arizona Ave and Germann Rd
Final Adoption of Ordinance No. 5103
Request: ANX23-0003 Annexation 13.57 acres SEC of Arizona Ave and Germann Rd
and Initial City Zoning
Final Adoption of Ordinance No. 5103
Location: South of the Southeast Corner of Arizona Avenue and Germann Road
Applicant: Matt Krison, Balmer Architectural Group

Proposed Motion:

Move City Council adopt Ordinance No. 5103 approving ANX23-0003 Annexation of 13.57 acres located at the southeast corner of Arizona Ave and Germann Road, as recommended by Planning staff.

Background Data:

- Located south of the southeast corner of Arizona Ave and Germann Rd
- Zoned Planned Industrial Zoning District (IND-1) and Light Industrial Zoning District (IND-2) within unincorporated Maricopa County
- Approximately 13.57 acres
- Upon annexation, the initial City Zoning will be Planned Industrial District (I-1)
- An administrative design review for three industrial buildings has been reviewed and approved (attached). The proposed project combines the area within this annexation request with adjacent parcels already within the Chandler city limits.
- Annexation public hearing conducted by City Council on May 23, 2024

- Ordinance No. 5103 was Introduced and Tentatively Adopted on June 13, 2024

Surrounding Land Use Data:

North	IND-2 and C-2 uses (unincorporated Maricopa County)	South	PAD for industrial uses
East	Railroad	West	Arizona Ave, then RU-43 (unincorporated Maricopa County)

General Plan and Area Plan Designations:

General Plan	Employment
Airpark Area Plan	Innovation and Industrial

Utility Service

There are public water and sewer facilities in the vicinity of the above-referenced project. The City of Chandler will provide water, wastewater, and reclaimed services to the subject property.

Staff Comments

Staff circulated this request among City departments and received no negative comments relative to the property's annexation.

Attachments

- Ordinance No. 5103
- Vicinity Maps
- Approved Design

ORDINANCE NO. 5103

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY PURSUANT TO THE PROVISIONS OF ARIZONA REVISED STATUTES TITLE 9, CHAPTER 4, ARTICLE 7, BY ANNEXING THERETO TERRITORY COMPRISING APPROXIMATELY 13.57 ACRES, AND AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY ESTABLISHING INITIAL CITY ZONING BY DESIGNATING THE NEWLY ANNEXED TERRITORY AS A PLANNED INDUSTRIAL DISTRICT (I-1), LOCATED SOUTH OF THE SOUTHEAST CORNER OF ARIZONA AVENUE AND GERMANN ROAD.

WHEREAS, a petition has been presented to the City Council of the City of Chandler signed by the property owners of at least one-half of the value of the real and personal property as would be subject to taxation by the City in the event of annexation and by more than one-half of the property owners within the territory and land hereinafter described as shown by the last assessment of said property, asking that the property be annexed to the City of Chandler; and

WHEREAS, the territory proposed for annexation is contiguous to the City of Chandler and not now embraced within its limits; and

WHEREAS, a blank petition was filed on April 25, 2024, with the Maricopa County Recorder, the 30-day waiting period ended on May 25, 2024, a Public Hearing was held on May 23, 2024, after proper notice was given, and the petition was circulated thereafter and signed; and,

WHEREAS, the City Council desires to comply with the petition and extend the corporate limits of the City to include the proposed territory; and,

WHEREAS, the petition sets forth a true and correct description of all the exterior boundaries of the entire area proposed to be annexed by the City and had attached thereto at all times an accurate map of the territory proposed to be annexed; and,

WHEREAS, no additions or alterations increasing or decreasing the territory sought to be annexed have been made after the petition had been signed by any owner of real and/or personal property in the territory; and,

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the Office of the City Clerk, together with the original petition; and

WHEREAS, the City may elect to provide regular fire department services to a newly annexed area under A.R.S. § 48-813(A).

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

Section 1. That the following described territory is annexed to the City of Chandler and that the present corporate limits are extended and increased to include the following described territory contiguous to the present City limits:

See Attached Exhibit 'A' Annexation Map and Legal Description

Section 2. Pursuant to A.R.S. § 48-813(A), the City will provide fire department services to the property depicted in Exhibit A as is generally provided to other residents within the city. The services shall take effect on the first day of July following the date on which this annexation becomes final as set forth in Section 6 below, without further action by the City Council.

Section 3. The existing zoning of the territory annexed is Planned Industrial Zoning District (IND-1) and Light Industrial District (IND-2) in Maricopa County, and the territory upon annexation is hereby zoned Planned Industrial District (I-1) within the City of Chandler, which provides for densities and uses no greater than those permitted within the IND-1 of Maricopa County.

Section 4. The Clerk is hereby instructed to file and record a copy of this Ordinance, together with an accurate map of the annexed territory, certified by the Mayor, in the Office of the County Recorder of Maricopa County, Arizona.

Section 5. The Development Services Department of the City of Chandler is hereby directed to enter such changes and amendments as may be necessary upon the Zoning Map of the Zoning Code in compliance with this ordinance.

Section 6. This ordinance shall take effect, and the annexation of the subject property shall become final, 30 days after this Ordinance is adopted.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this ____ day of _____ 2024.

ATTEST:

CITY CLERK

MAYOR

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

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5103 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2024, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY TA

Published in the Arizona Republic on:

September 22, 2023
Project # 051343-01-001**LEGAL DESCRIPTION
ANNEXATION BOUNDARY**

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 10, FROM WHICH POINT THE WEST QUARTER CORNER OF SAID SECTION 10 BEARS SOUTH 00°31'15" EAST, A DISTANCE OF 2645.29 FEET;

THENCE SOUTH 00°31'15" EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1322.65 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10;

THENCE NORTH 88°54'42" EAST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 33.00 FEET TO THE EAST LINE OF THE WEST 33 FEET OF SAID NORTHWEST QUARTER, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE NORTH 00°31'15" WEST, ALONG SAID EAST LINE, A DISTANCE OF 102.51 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF AN ABANDONED RAILROAD SPUR, AS DESCRIBED IN BOOK 101 OF DEEDS, PAGE 256, MARICOPA COUNTY RECORDS, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE NORTHWESTERLY AND HAVING A RADIUS POINT WHICH BEARS NORTH 16°22'16" WEST, A RADIAL DISTANCE OF 1879.91 FEET;

THENCE EASTERLY ALONG SAID ABANDONED RIGHT-OF-WAY AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°22'52", AN ARC DISTANCE OF 1160.88 FEET TO A POINT;

THENCE NORTH 88°54'12" EAST, A DISTANCE OF 371.39 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE SOUTHERN PACIFIC RAILROAD, ACCORDING TO BOOK 189 OF DEEDS, PAGE 363, MARICOPA COUNTY RECORDS;

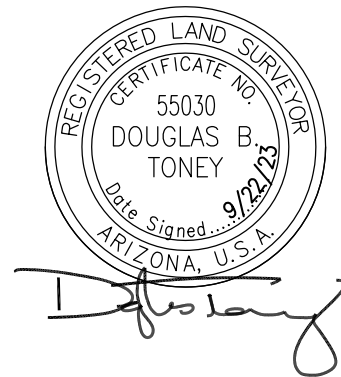
THENCE SOUTH 00°09'20" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 299.76 FEET;

THENCE SOUTH 88°54'12" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 4.42 FEET;

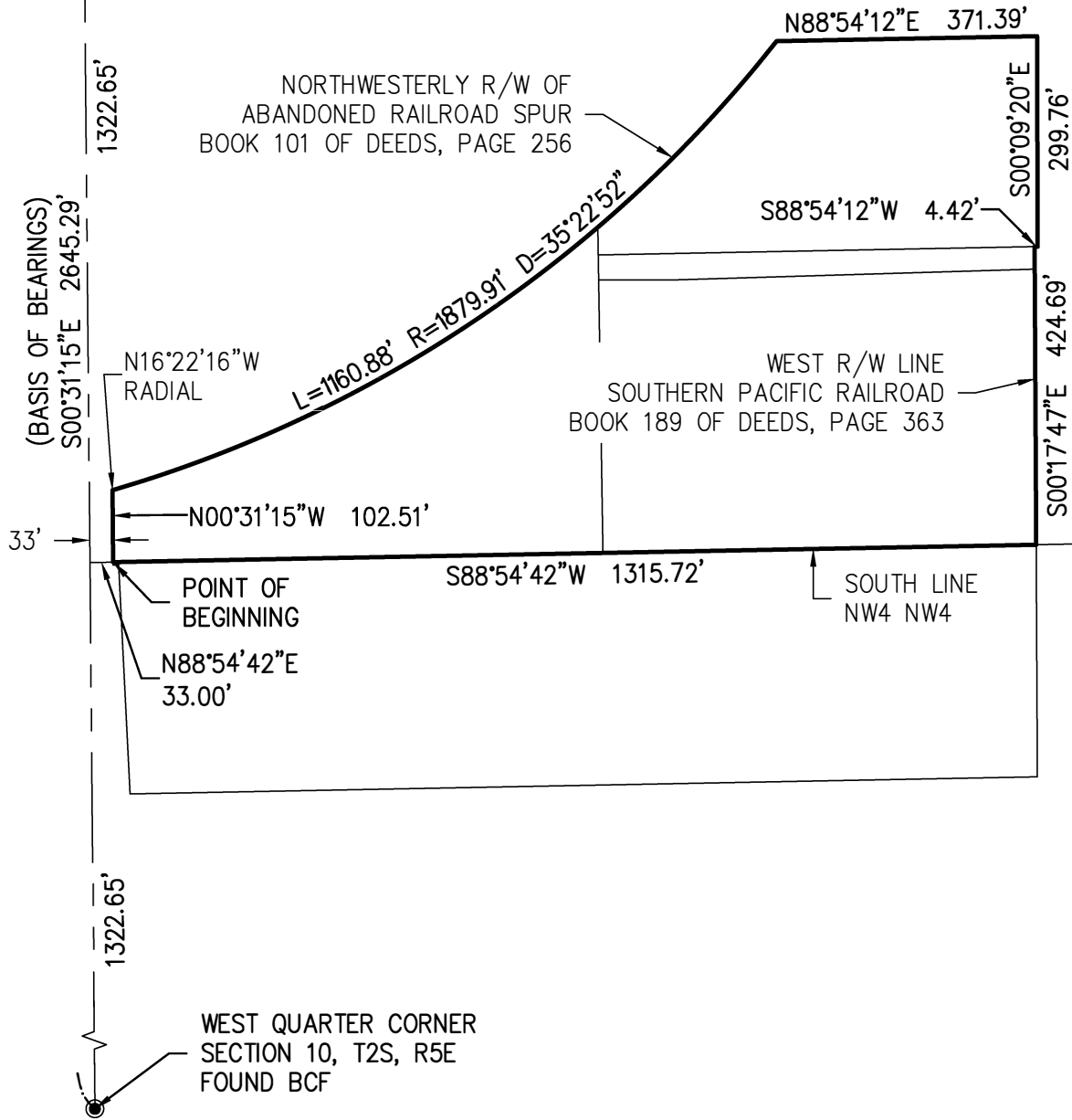
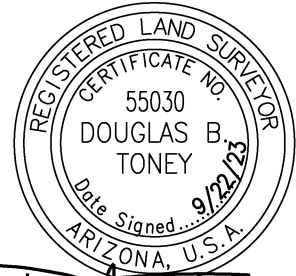
THENCE SOUTH 00°17'47" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 424.69 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10;

THENCE SOUTH 88°54'42" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1315.72 FEET TO THE **POINT OF BEGINNING**.

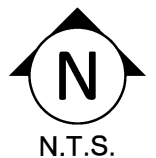
CONTAINING 591,348 SQ.FT. OR 13.5755 ACRES, MORE OR LESS.

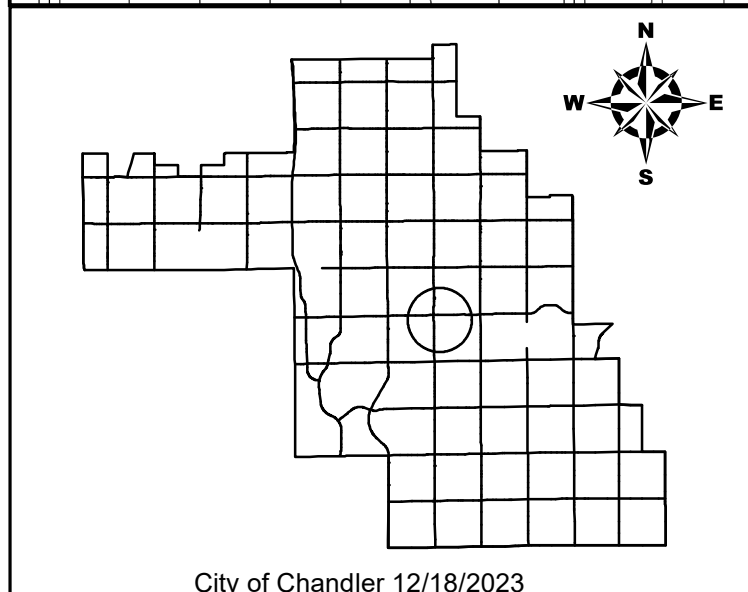
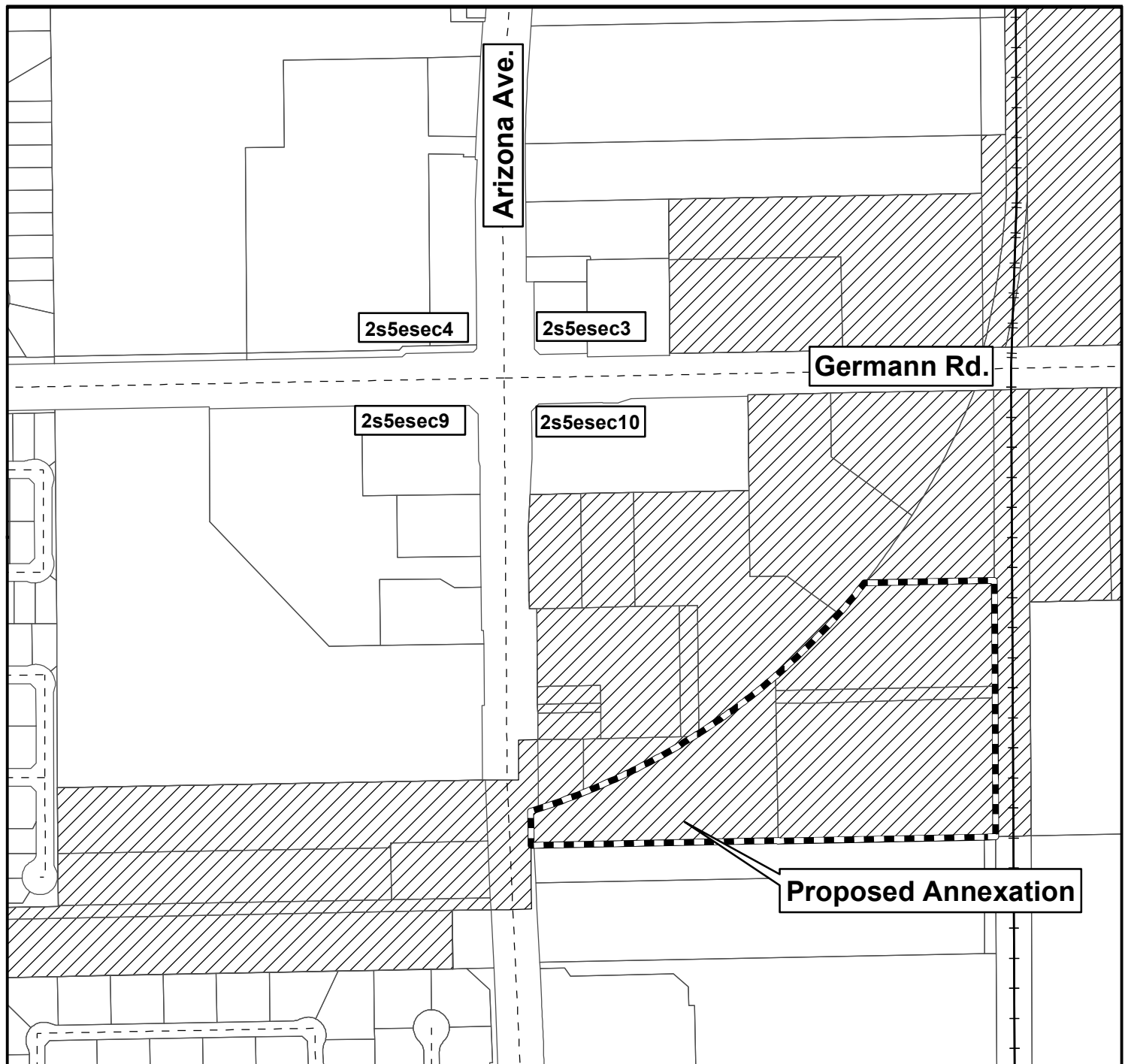


NORTHWEST CORNER
SECTION 10, T2S, R5E
FOUND BCF



WEST QUARTER CORNER
SECTION 10, T2S, R5E
FOUND BCF





City of Chandler 12/18/2023

Annexation Map

Ordinance No. 5103

Proposed Annexation

South of the Southeast Corner of
Arizona Avenue and Germann Road



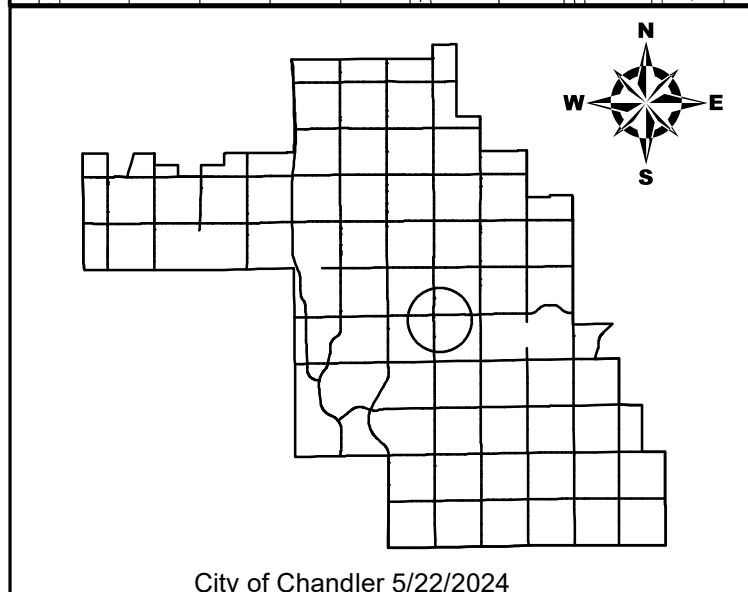
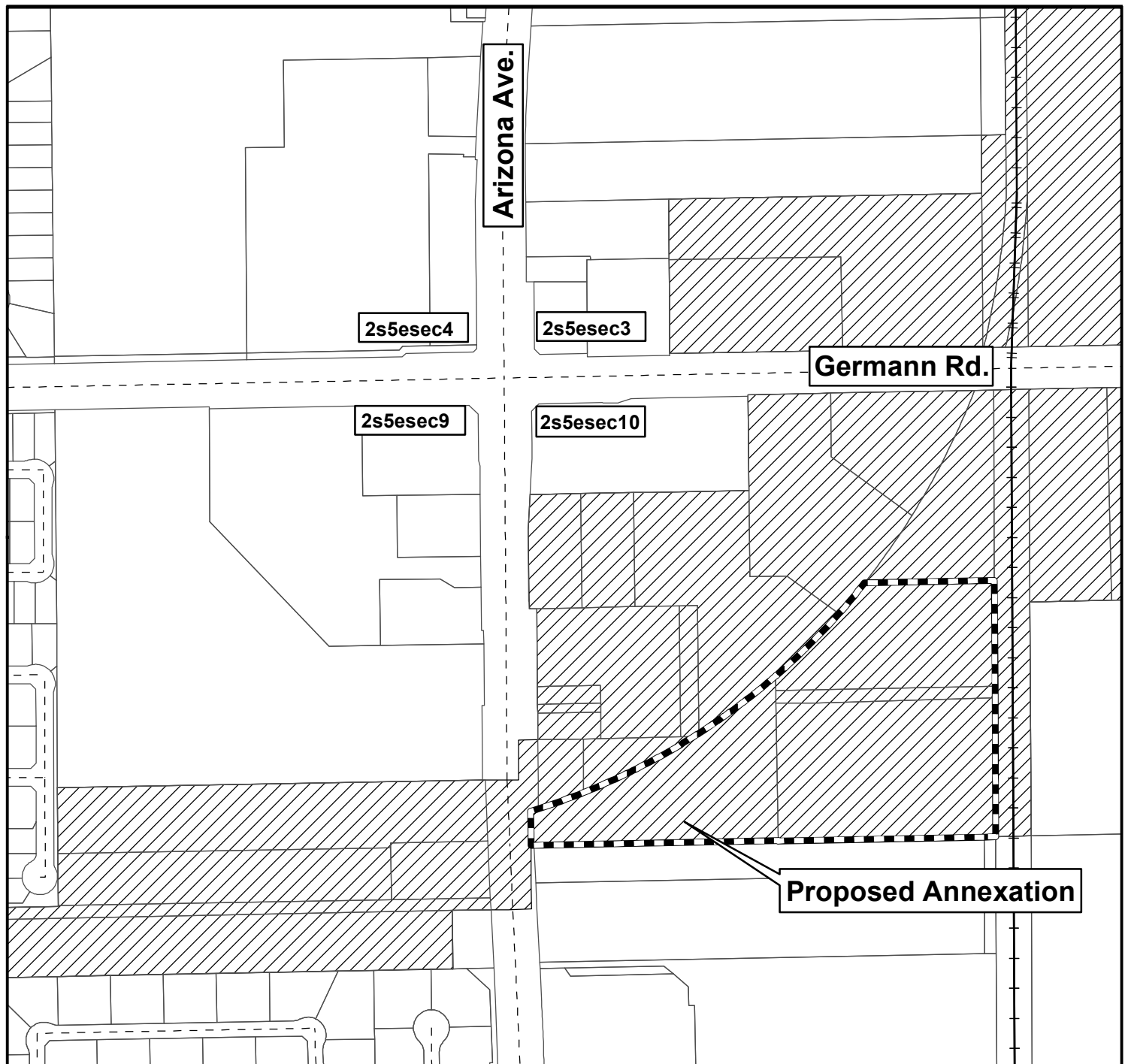
Incorporated Area



Unincorporated Area

0 90 180 360 540 720
Feet

Exhibit A



City of Chandler 5/22/2024

Annexation Map

Ordinance No. 5103

Proposed Annexation

South of the Southeast Corner of
Arizona Avenue and Germann Road



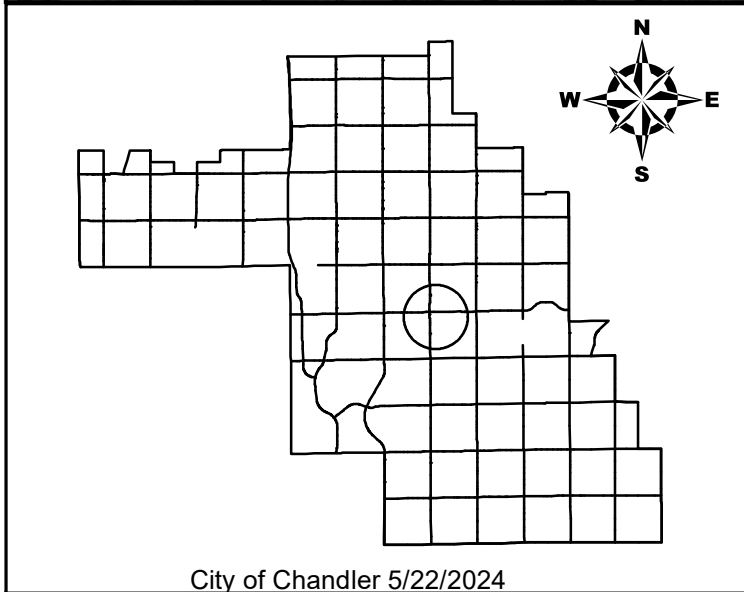
Incorporated Area



Unincorporated Area

0 105 210 420 630 840 Feet

Exhibit A



Annexation Map

Ordinance No. 5103

Proposed Annexation

South of the Southeast Corner of
Arizona Avenue and Germann Road

Proposed Annexation

Incorporated Area

Unincorporated Area

0 105 210 420 630 840

Feet

Exhibit A



April 8, 2024

RE: PLA24-0057 Chandler Innovation Center
South of the SEC of Arizona Avenue & Germann Road
APN's: 303-33-007M / 303-33-013M / 303-33-013N
303-33-13P / 303-33-013Q / 303-33-013R
303-33-987 / 303-33-988

Matt Krison:

The Administrative Design Review application identified above for (3) three new industrial buildings is approved subject to the following conditions:

1. The development shall be in substantial conformance with the exhibits attached herein.
2. Any signage shall be processed under a separate permit.
3. Annexation must be processed prior to any Building or Civil permits being issued.

NOTE:

THIS ADMINISTRATIVE DESIGN REVIEW APPROVAL COVERS THE CONCEPTUAL ARCHITECTURAL BUILDING DESIGN AND CONCEPTUAL SITE LAYOUT FOR THIS PROJECT ONLY.

SUBMITTAL OF DEVELOPMENT PLANS FOR TECHNICAL PLAN REVIEW AND PERMITTING WILL RESULT IN ADDITIONAL PLAN REVIEW COMMENTS FROM; BUILDING SAFETY, CIVIL ENGINEERING AND SITE DEVELOPMENT THAT ARE BEYOND THE SCOPE OF THE ADMINISTRATIVE DESIGN REVIEW PROCESS.

A copy of the approved conceptual exhibits will be kept on file for future reference.

If you have additional questions or concerns, do not hesitate to ask.

Sincerely,

Benjamin Cereceres, City Planner
City of Chandler Planning Division
Phone: (480) 782-3063
Email: Benjamin.cereceres@chandleraz.gov

Mailing Address

Mail Stop 105
PO Box 4008
Chandler, AZ 85244-4008

Development Services Department

Planning Division
Telephone (480) -782-3050
www.chandleraz.gov

Location

215 E. Buffalo Street
Chandler, Arizona 85225

CHANDLER INNOVATION ADR SUBMITTAL

BALMER ARCHITECTURAL GROUP



JANUARY 9TH, 2024



1-9-2024

CHANDLER INNOVATION CENTER

A. Introduction

i. Request

Chandler Innovation Center is located on the east side of Arizona Avenue between Germann and Ryan. The land is currently partly on a County Island and partly on Industrial zoned land in the City of Chandler. An Annexation request is simultaneously being submitted with this Application and I-1 zoning within the Airport Overlay District will be requested.

Applicant is requesting a hard zoning of the subject property to I-1 zoning and intends to meet the Chandler Zoning standards to develop 3 Flex, Once Story Speculative Buildings on the vacant lots.

ii. Site Context

The site is an irregular shaped property bounded on the north by an abandoned rail spur curve, small industrial buildings and vacant land. The vacant land to the south is currently in process of site development approvals for a similar use. Arizona Ave is on the west border and a rail track on the east.

iii. Chandler Airpark Overlay Area Plan

This site is an Industrial zoned county Island which lies in the southwestern portion of the Chandler Airpark Overlay Area Plan and is designated as a Commercial / Office / Business Park zone as referenced on the Final Land Use Plan.

The request is consistent with the Chandler Airpark Overlay Area Plan in that it proposes a Innovation based mix of business, light industrial, warehousing, back office and limited showroom retail uses, which will serve as a transition area between the adjacent land uses.

The development may serve the needs of a single user for each building on the site, or multi-tenant users in one or all building(s), or any combination thereof. All scenarios address the need to be flexible based on market conditions and support employment opportunities that are consistent with the City's plan for the airpark area.

B. Proposed Land Uses

All uses permitted under the I-1 District on the “Table of Permitted Uses for Nonresidential Districts” in chapter 35 of the City of Chandler Code of Ordinances, which are designated by an “X” are allowed within the Development.

The applicant is requesting a hard zoning of (I-1) and intends to meet the Chandler Airpark Area Plan standards.

C. Project Description

The site consists of three concrete tilt buildings which fronts face east and west, and a smaller flex building faces west on Arizona Ave. A central, screened truck yard is shared by building 2 and 3.

The building #1 fronting Arizona Avenue is 39,387 square feet, building #2 at the middle of the site is 99,222 square feet, and building #3 at the east side of the site is 189,167 square feet; for a total of 327,776 +- square feet. The approximate site area is 21.38 acres (net), which results in a lot coverage of 35.26%.

Parking is located on the perimeter of the building with a total of 623 parking spaces, which exceeds base zoning requirements. Accessible parking spaces are scattered throughout the site, and each building has its own bicycle parking area. Two electric vehicle (EV) charging spaces are provided on site with power stubs for an additional 4 charging spaces.

D. Commercial Design Standards

The following sections outline the development standards for Chandler Innovation Center

i. Development Standards

- | | |
|-------------------------------|--|
| a. Building Height: | Maximum of 45'; two stories.
Some Architectural elements may project higher to create skyline character |
| b. Front Yard (west): | 50' from the right of way line. |
| c. Side Yard (south): | 10' from the property line. |
| d. Side Yard (north): | 30' from the property line. |
| e. Rear Yard (east): | 10' from the rear property line. |
| f. Intensity of Lot Use: | 40% of the lot area maximum. |
| g. Building separation: | Per City of Chandler Building Code. |
| h. Drive aisles: | 24' minimum-26' at Fire Lanes |
| i. Required Parking: | Minimum parking shall be 2/1000 as spec. |
| j. Accessible Parking Spaces: | Quantity to be equivalent to the current minimum ADA Accessibility Guidelines. |
| k. Parking Space Size | |
| Standard Space: | 9' x 19' (16.5' with 2.5' overhang), |

- j. Accessible Parking Spaces: Quantity to be equivalent to the current minimum ADA Accessibility Guidelines.
- k. Parking Space Size
 - Standard Space: 9' x 19' (16.5' with 2.5' overhang),
 - Accessible Space: 11' x 19' (16.5' with 2.5' overhang) with shared 5' access aisle
- l. Bicycle Parking: 4 spaces per building

Landscape Design

The development will provide a landscape palette that is sensitive to the existing environment through the use of regionally appropriate, low water use plant materials.

Building Design and Materials

Architectural façade elements such as glass entries with horizontal metal accents, metal soffit faces above glass and an articulated roof line. Walls will be concrete tilt panel construction with architectural scoring and contrasting colors

Parking screen walls are made of single score concrete masonry units

Color Palette

Four complementary paint colors are planned for the development. All of the buildings, and the parking screening will share the same color and material palette to unify the design theme on site.

- a. Glass & Frame
 - Viracon – 1" insulated glass and matching spandrel glass, or equal
 - Clear anodized aluminum frame, 2" x 4.5" outside glazed

Retention

The initial intent of the development is to provide a combination of surface retention and drywells for the project. This is accomplished through a combination of retained water on asphalt paving areas and retention basins. Multiple drywells will be located in the base of the retention basins and in asphalt areas. Due to the flood plain impact on the site, retention will be in excess of normal quantities.

Traffic & Circulation

The main traffic flow will be from Arizona Avenue, primarily from the north. There is a shared drive on the south that will be reconfigured to match the current submittal to enhance traffic flow. A northern drive easement is provided to allow secondary emergency access / exit thru the adjacent property (under different ownership) to Arizona Avenue. This access will be reworked to City standards for emergency vehicle access.

Pedestrian access to the site is provided from Arizona Ave. All buildings will be interconnected.

E. Development Schedule

All buildings and all onsite and offsite improvements are anticipated to be built simultaneously. Under current market conditions, the project is anticipated to be started within eighteen months of City approvals of the ADR applications.

F. Signage

Signage shall be per a Master Signage Program and City of Chandler Standards, under separate request.

G. Analysis of Probable Impact of the proposed rezoning to the cost of constructing housing.

We anticipate minimal to no impact on the average cost to construct housing for sale or rent within the zoning district because home construction in the area typically utilizes different construction materials & methods of construction.

This estimate is based on typical industry standards that are well known and established in this area.

There are no less costly or restrictive alternative methods available, we have proposed the most appropriate materials.

SITE AERIAL CONTEXT:





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CONSTRUCTION**

**CHANDLER INNOVATION CENTER
19051 S ARIZONA AVE CHANDLER, AZ 85286
SITE PLAN**

A-101

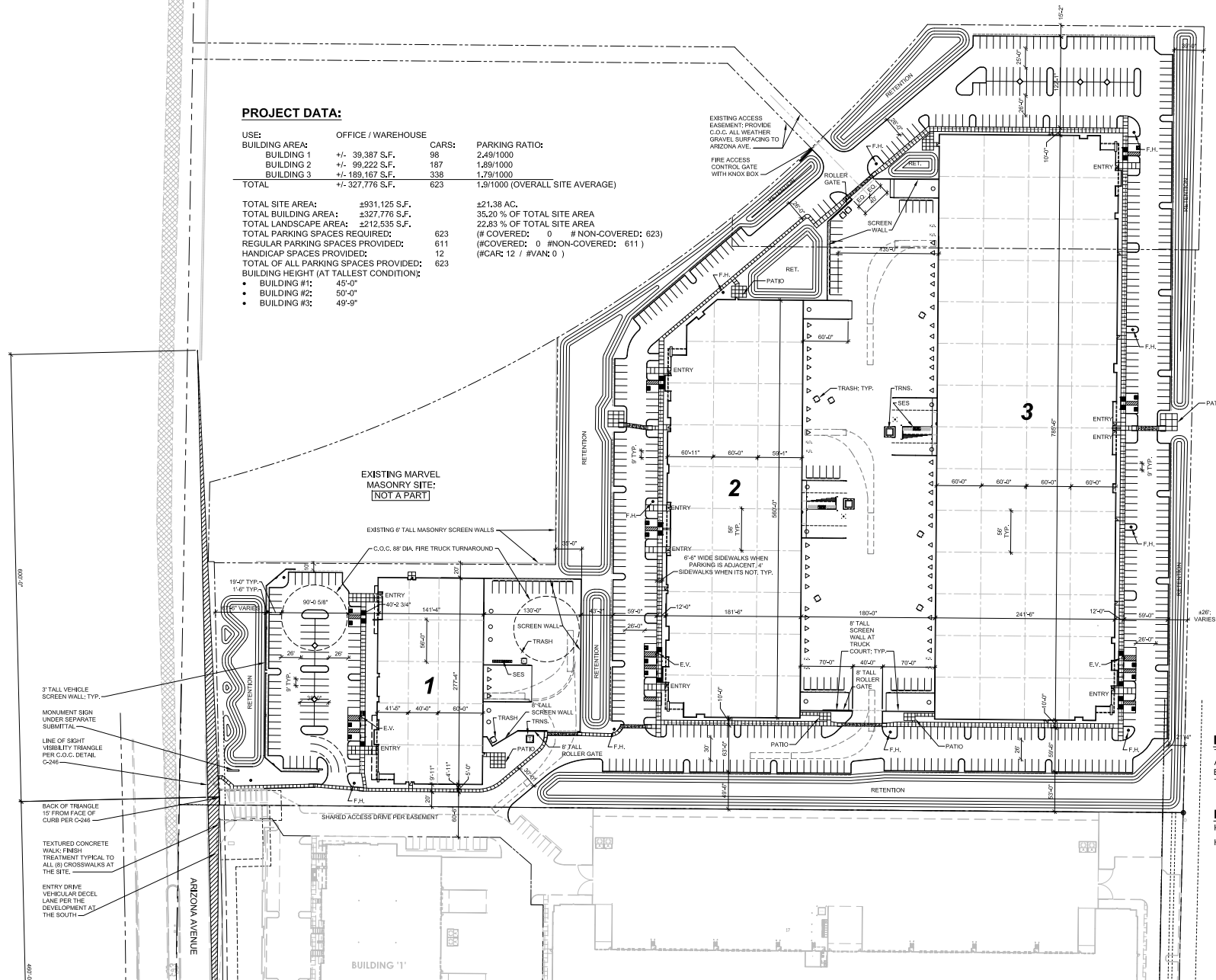
**4806
18/07/23**



PROJECT DATA:

USE:	OFFICE / WAREHOUSE	CARS:	PARKING RATIO:
BUILDING 1	+/- 39,387 S.F.	98	2.49/1000
BUILDING 2	+/- 99,222 S.F.	187	1.89/1000
BUILDING 3	+/- 189,167 S.F.	338	1.79/1000
TOTAL	+/- 327,776 S.F.	623	1.9/1000 (OVERALL SITE AVERAGE)

TOTAL SITE AREA:	±931,125 S.F.	±21.38 AC.
TOTAL BUILDING AREA:	±327,776 S.F.	35.20 % OF TOTAL SITE AREA
TOTAL LANDSCAPE AREA:	±212,535 S.F.	22.83 % OF TOTAL SITE AREA
TOTAL PARKING SPACES REQUIRED:	623	(# COVERED: 0 # NON-COVERED: 623)
REGULAR PARKING SPACES PROVIDED:	611	(# COVERED: 0 # NON-COVERED: 611)
HANDICAP SPACES PROVIDED:	12	(# CAR: 12 / # VAN: 0)
TOTAL OF ALL PARKING SPACES PROVIDED:	623	
BUILDING HEIGHT (AT TALLEST CONDITION):		
• BUILDING #1:	45'-0"	
• BUILDING #2:	50'-0"	
• BUILDING #3:	49'-9"	



FIRE ACCESS:
THERE ARE 4 VEHICULAR ROLL GATES AT THE SITE. ALL ROLL GATES TO BE EQUIPPED WITH KNOX BOX FIRE TRUCK ACCESS EQUIPMENT

LEGEND:
K.O. KNOCK OUT PANEL @ BUILDING
H.C. HANDICAP STALL: ADA
O GRADE LEVEL O.H. DOOR
▷ DOCK HIGH O.H. DOOR

SITE PLAN
SCALE 1" = 60'-0"
0 30 60 120

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 ADR. If there is a conflict, the parking standards in this ADR 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.

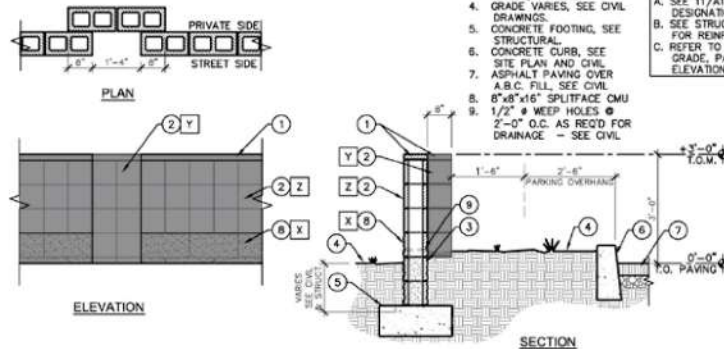
Site Screening Areas

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 details submitted herein.

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

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

Parking Lot Screen Wall Details



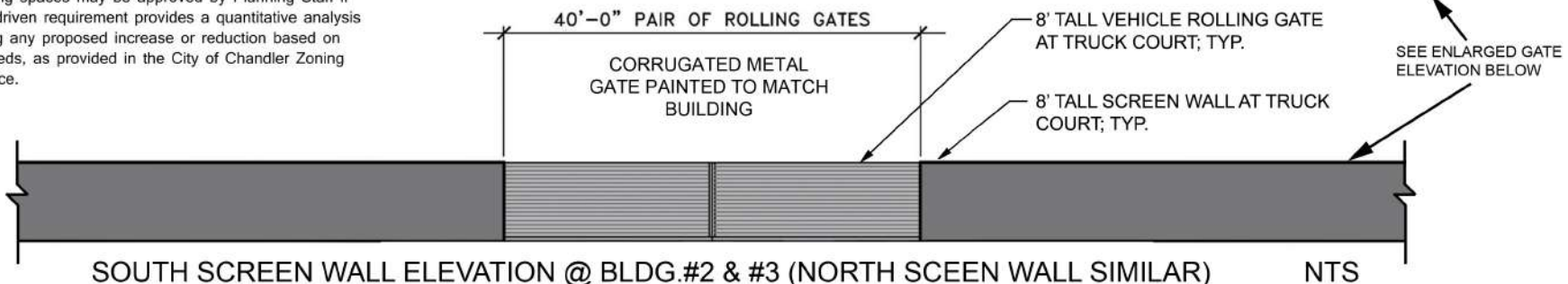
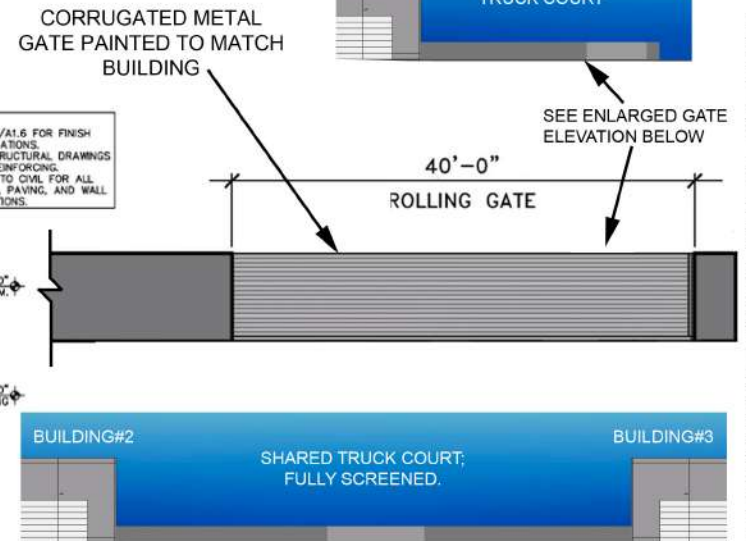
Parking lot screen walls are to be measured from elevation of adjacent parking lot or driveway. All entry drives shall have screen wall segments on both sides with minimum lengths of twelve (12) feet with the detail at the drive entrance. Variation required every 80' minimum.

Screening of Parking Areas

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

Notes:

- *1. Parking along streets shall be setback a minimum of 20 feet.
- *2. Parking shall be a minimum of 4' 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.



SOUTH SCREEN WALL ELEVATION @ BLDG.#2 & #3 (NORTH SCREEN WALL SIMILAR)

NTS

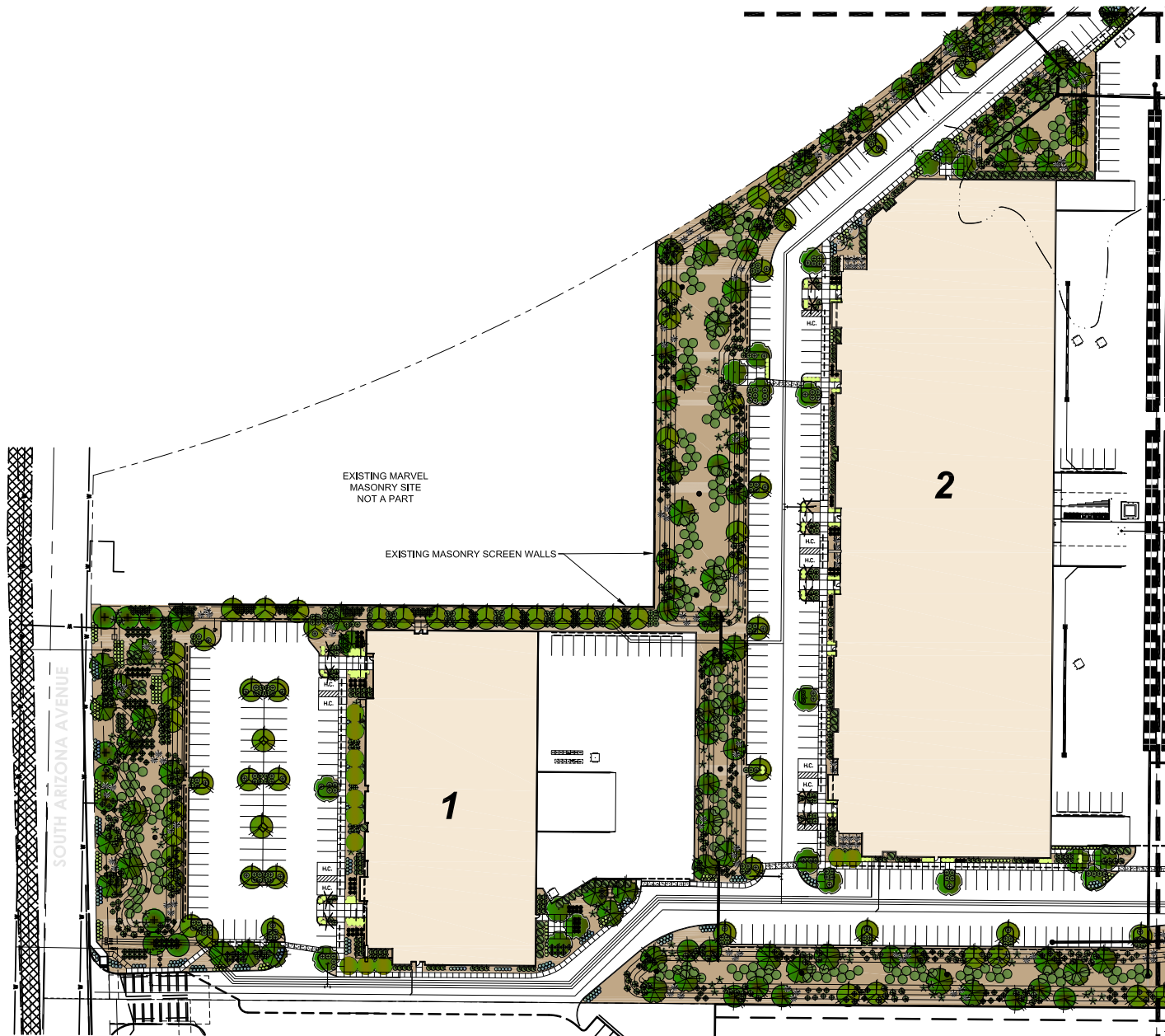
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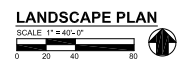
BALMER
architectural group

MATCH LINE SEE SHEET La.02



LANDSCAPE LEGEND

- TREES**
- PESTACIA X 'RED-PUSH' RED PUSH PETACHE 4" CALIP., 12.0T, 6.5W (48" BOX)
 - PHOENIX DACTYLIFERA DATE PALM (MATCHING) 20' T.F. DIAMOND CUT, STRAIGHT, NO AERIAL ROOTS SHOWING.
 - ILICUS PARVIFOLIA CHINESE ELM (MATCHING) 2" CALIP., 6.5T, 4W (36" BOX)
 - CHITRALPA TASKENTIS CHEALPA 1.5" CALIP., 6.0T, 4.0W (24" BOX)
 - QUERCUS VIRGINIANA LIVE OAK 1.5" CALIP., 6.5T, 4W (24" BOX)
 - CAESALPINIA CACALACO CASCALOTE 1.5" CALIP. (MULTI) 4T, 3.5W (24" BOX)
 - ACHILLOPS LINEARS 'BUBBA' DESERT WILLOW 1.5" CALIP., 6T, 3.5W (24" BOX)
- LARGE SHRUBS**
- TECOMA 'ORANGE JUBILEE' ORANGE JUBILEE 5 GALLON
 - CAESALPINIA MEXICANA MEXICAN BIRD OF PARADISE 5 GALLON
- ACCENTS**
- HESPERALOE PARVIFLORA RED YUCCA 5 GALLON
 - HESPERALOE PARVIFLORA YELLOW YUCCA 5 GALLON
 - DASYLIRION WHEELERII DESERT SPOON 5 GALLON
 - ECHINOCACTUS GRISONII GOLDEN BARREL CACTUS 10" ROUND (MATCHING)
 - AGAVE DESMETIANA SMOOTH AGAVE 5 GALLON
- MEDIUM SHRUBS**
- EREMOPHILA MACULATA VALENTINE EMU BUSH 5 GALLON
 - LEUCOPHYLLUM FRUTESCENS GREEN CLOUD 5 GALLON
 - ROSEMARINUS PROSTRATA TRAILING ROSEMARY 5 GALLON
- GROUND COVER**
- LANTANA MONTEVIDENSIS 'GOLD MOUND' 1 GALLON
 - LANTANA MONTEVIDENSIS TRAILING PURPLE 1 GALLON
 - ACACIA REDOLENS DESERT CARPET 1m 5 GALLON
 - EREMOPHILA GLABRA 'MIRAGE' GOLD 5 GALLON
- 1/2" SCREENED ROCK PROS CARMEL DECOMPOSED GRANITE 2" DEPTH IN ALL LANDSCAPE AREAS



MATCH LINE SEE SHEET La.02

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LANDSCAPE PLAN
La.01

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18OCT23

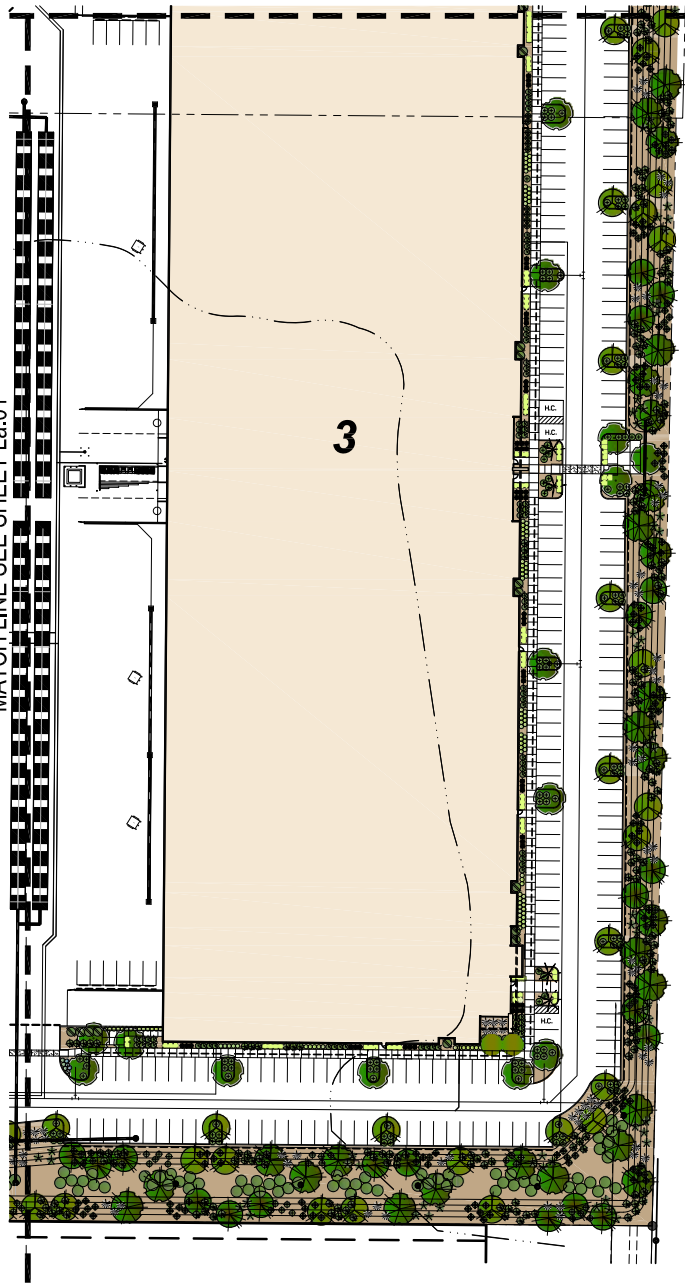


T.J. McQUEEN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
SITE PLANNING
10446 N. 74th Street, Suite 150
Scottsdale, Arizona 85258
P: (602) 965-0320
F: (602) 965-0320
E: tmmcqueen@tjma.net



MATCH LINE SEE SHEET La.01

MATCH LINE SEE SHEET La.03



LANDSCAPE LEGEND

- TREES**
- PISTACIA X RED-PUSH
RED PUSH PISTACHE
4" CALIP., 12.0T, 6.5W (48" BOX)
 - PHOENIX DACTYLIFERA
DATE PALM (MATCHING)
20' T.F. DIAMOND CUT, STRAIGHT,
NO AERIAL ROOTS SHOWING.
 - ULMUS PARVIFOLIA
CHINESE ELM (MATCHING)
2" CALIP., 6.5T, 4W (36" BOX)
 - CHITRALPA TASKENTIS
CHITRALPA
1.5" CALIP., 6.0T, 4.0W (24" BOX)
 - QUERCUS VIRGINIANA
LIVE OAK
1.5" CALIP., 6.5T, 4W (24" BOX)
 - CAESALPINIA CACALACO
CASCALOTE
1.5" CALIP. (MULTI) 4T, 3.5W (24" BOX)
 - CHLOPSIS LINEARIS 'BUBBA'
DESERT WILLOW
1.5" CALIP., 6T, 3.5W (24" BOX)
- LARGE SHRUBS**
- TECOMA 'ORANGE JUBILEE'
ORANGE JUBILEE
5 GALLON
 - CAESALPINIA MEXICANA
MEXICAN BIRD OF PARADISE
5 GALLON
- ACCENTS**
- HESPERALOE PARVIFLORA
RED YUCCA
5 GALLON
 - HESPERALOE PARVIFLORA
YELLOW YUCCA
5 GALLON
 - DASYLIRON WHEELERI
DESERT SPOON
5 GALLON
 - ECHINOCACTUS GRISONII
GOLDEN BARREL CACTUS
10" ROUND (MATCHING)
- MEDIUM SHRUBS**
- AGAVE DESMETIANA
SMOOTH AGAVE
5 GALLON
 - BREMOPHILA MACULATA
VALENTINE EMU BUSH
5 GALLON
 - LEUCOPHYLLUM FRUTESCENS
'GREEN CLOUD'
5 GALLON
 - ROSEMARINUS PROSTRATA
TRAILING ROSMARY
5 GALLON
- GROUND COVER**
- LANTANA MONTEVIDENSE
'GOLD MOUND'
1 GALLON
 - LANTANA MONTEVIDENSE
TRAILING PURPLE
1 GALLON
 - ACACIA REDOLENS
'DESERT CARPET' 1m
5 GALLON
 - BREMOPHILA GLABRA
'MINEWEN GOLD'
5 GALLON
- 1/2" SCREENED ROCK PROS CARMEL
DECOMPOSED GRANITE
2" DEPTH IN ALL LANDSCAPE AREAS

LANDSCAPE PLAN
SCALE 1" = 40'-0"



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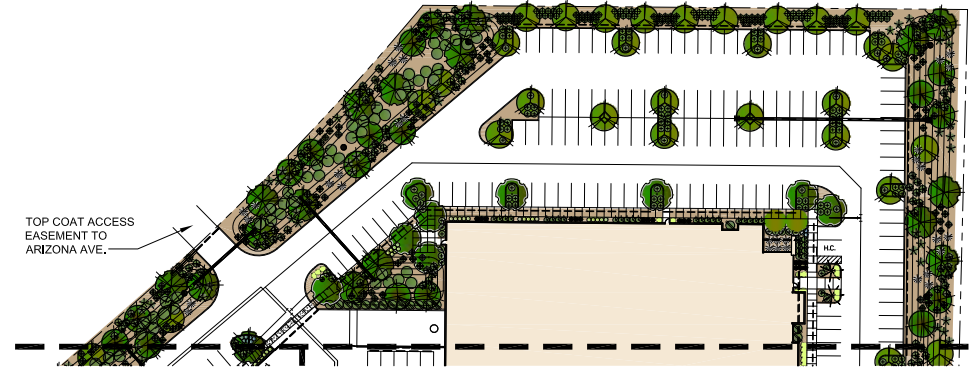
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LANDSCAPE PLAN
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MATCH LINE SEE SHEET La.02

LANDSCAPE LEGEND

TREES

REFACIA X 'RED-PUSH'
RED-PUSH REFACIA
4" CALIP., 12.0T, 6.5W (48" BOX)

PHOENIX DACTYLIFERA
DATE PALM (MATCHING)
20 T.F. DIAMOND CUT, STRAIGHT,
NO AERIAL ROOTS SHOWING.

ULMUS PARVIFOLIA
CHINESE ELM (MATCHING)
2" CALIP., 6.5T, 4W (36" BOX)

CHITALPA TASKENTIS
"CHEALPA"
1.5" CALIP., 6.0T, 4.0W (24" BOX)

QUERCUS VIRGINIANA
LIVE OAK
1.5" CALIP., 6.5T, 4W (24" BOX)

CAESALPINIA CACALACO
CASCALOTE
1.5" CALIP. (MULTI) 4T, 3.5W (24" BOX)

CHILOPS LINEARIS 'BUBBA'
DESERT WILLOW
1.5" CALIP., 6T, 3.5W (24" BOX)

LARGE SHRUBS

TECOWA 'ORANGE JUBILEE'
ORANGE JUBILEE
5 GALLON

CAESALPINIA MEXICANA
MEXICAN BIRD OF PARADISE
5 GALLON

ACCENTS

HEPERALOE PARVIFLORA
RED YUCCA
5 GALLON

HEPERALOE PARVIFLORA
YELLOW YUCCA
5 GALLON

DASYLIRION WHEELERII
DESERT SPOON
5 GALLON

ECHINOCACTUS GRUSCHNI
GOLDEN BARREL CACTUS
10" ROUND (MATCHING)

AGAVE DESMETTIANA
SMOOTH AGAVE
5 GALLON

MEDIUM SHRUBS
EREMOPHILA MACULATA
"VALENTINE EMU BUSH"
5 GALLON

LEUCOPHYLLUM FRUTESCENS
"GREEN CLOUD"
5 GALLON

ROSEMARINUS PROSTRATA
"TRAILING ROSMARY"
5 GALLON

GROUND COVER
LANTANA MONTEVIDENSIS
"GOLD MOUND"
1 GALLON

LANTANA MONTEVIDENSIS
"TRAILING PURPLE"
1 GALLON

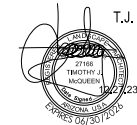
ACACIA REDOLENS
"DESERT CARPET 1m"
5 GALLON

EREMOPHILA GLABRA
"MINGENW GOLD"
5 GALLON

1/2" SCREENED ROCK PROS CARMEL
DECOMPOSED GRANITE
2" DEPTH IN ALL LANDSCAPE AREAS

LANDSCAPE PLAN

SCALE: 1" = 40'-0"



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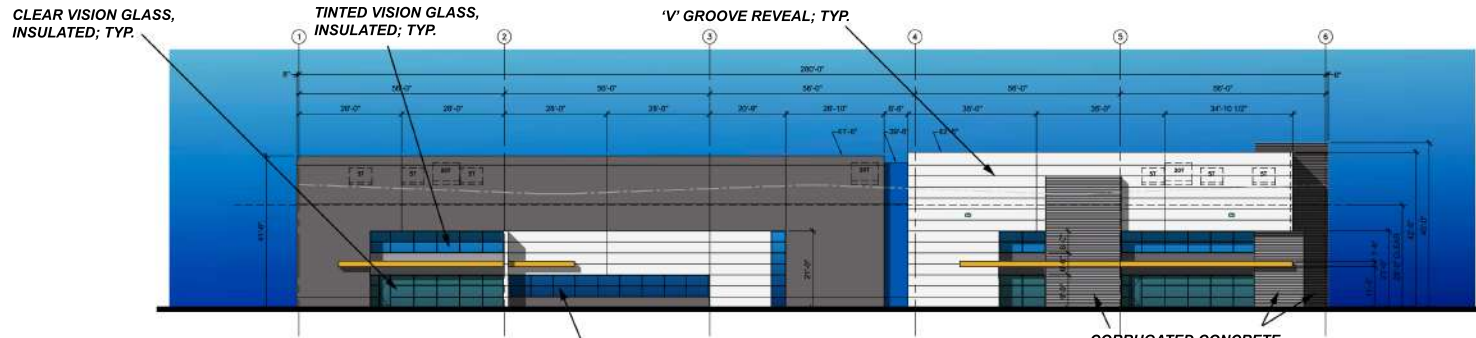


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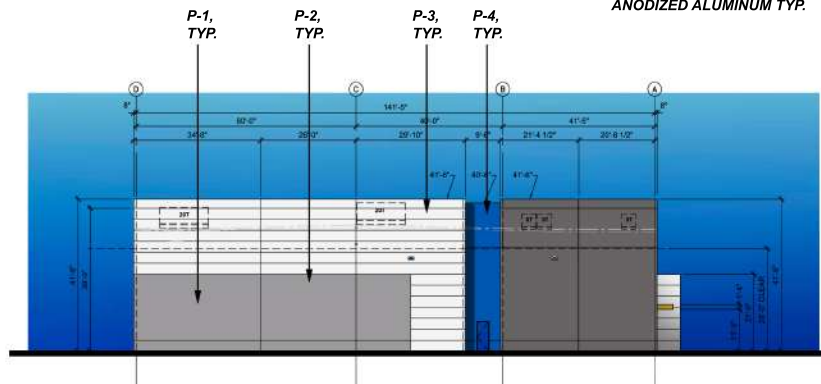
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19051 S ARIZONA AVE CHANDLER, AZ 85286
LANDSCAPE PLAN



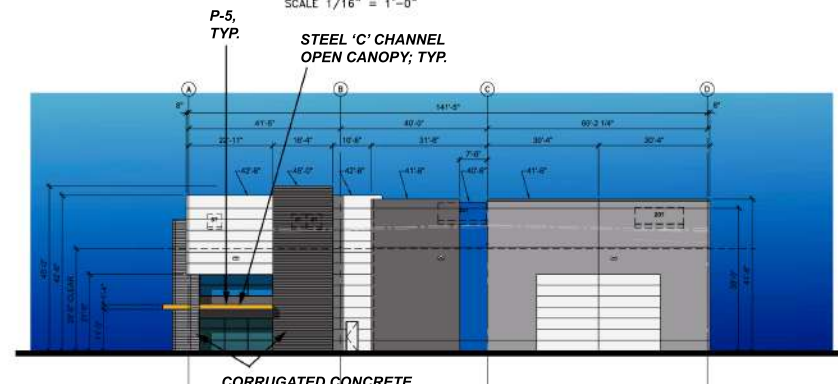




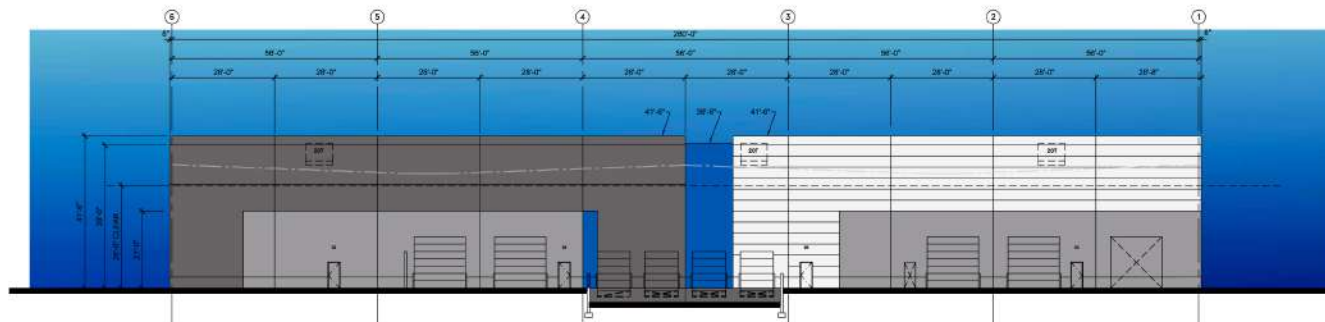
BUILDING 1 WEST ELEVATION
SCALE 1/16" = 1'-0"



BUILDING 1 NORTH ELEVATION
SCALE 1/16" = 1'-0"



BUILDING 1 SOUTH ELEVATION
SCALE 1/16" = 1'-0"



BUILDING 1 EAST ELEVATION
SCALE 1/16" = 1'-0"

CITY OF CHANDLER GENERAL BUILDING ELEVATION NOTES:

1. ALL ROOF MOUNTED MECHANICAL EQUIPMENT SHALL BE FULLY SCREENED BY PARAPET WALLS EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT.
2. SOLID MASONRY WALLS AND GATES EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT SHALL SCREEN ALL GROUND MOUNTED MECHANICAL EQUIPMENT.
3. ANY ROOF ACCESS LADDERS SHALL BE LOCATED INSIDE THE BUILDING. ROOF DRAINAGE SHALL UTILIZE INTERIOR ROOF DRAINS OR BE ARCHITECTURALLY INTEGRATED INTO THE BUILDING DESIGN. ARCHITECTURALLY INTEGRATED ROOF DRAINS SHALL REQUIRE ADDITIONAL ARTICULATION BEYOND PAINT ACCENTS. SECTION 35-1902 (8)(E)(15), ZONING CODE.
4. SCREENING SHALL BE ARCHITECTURALLY INTEGRATED FOR THE SERVICE ENTRANCE SECTION (SES) AND ALL UTILITIES. ALL GROUND MOUNTED EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW BY A CONCRETE OR MASONRY WALL WITH SOLID GATES. EQUAL TO OR GREATER IN HEIGHT THAN THE MECHANICAL EQUIPMENT. SECTION 35-1902 (8)(E)(13), ZONING CODE.
5. SIGNS REQUIRE A SEPARATE SUBMITTAL AND PERMIT.

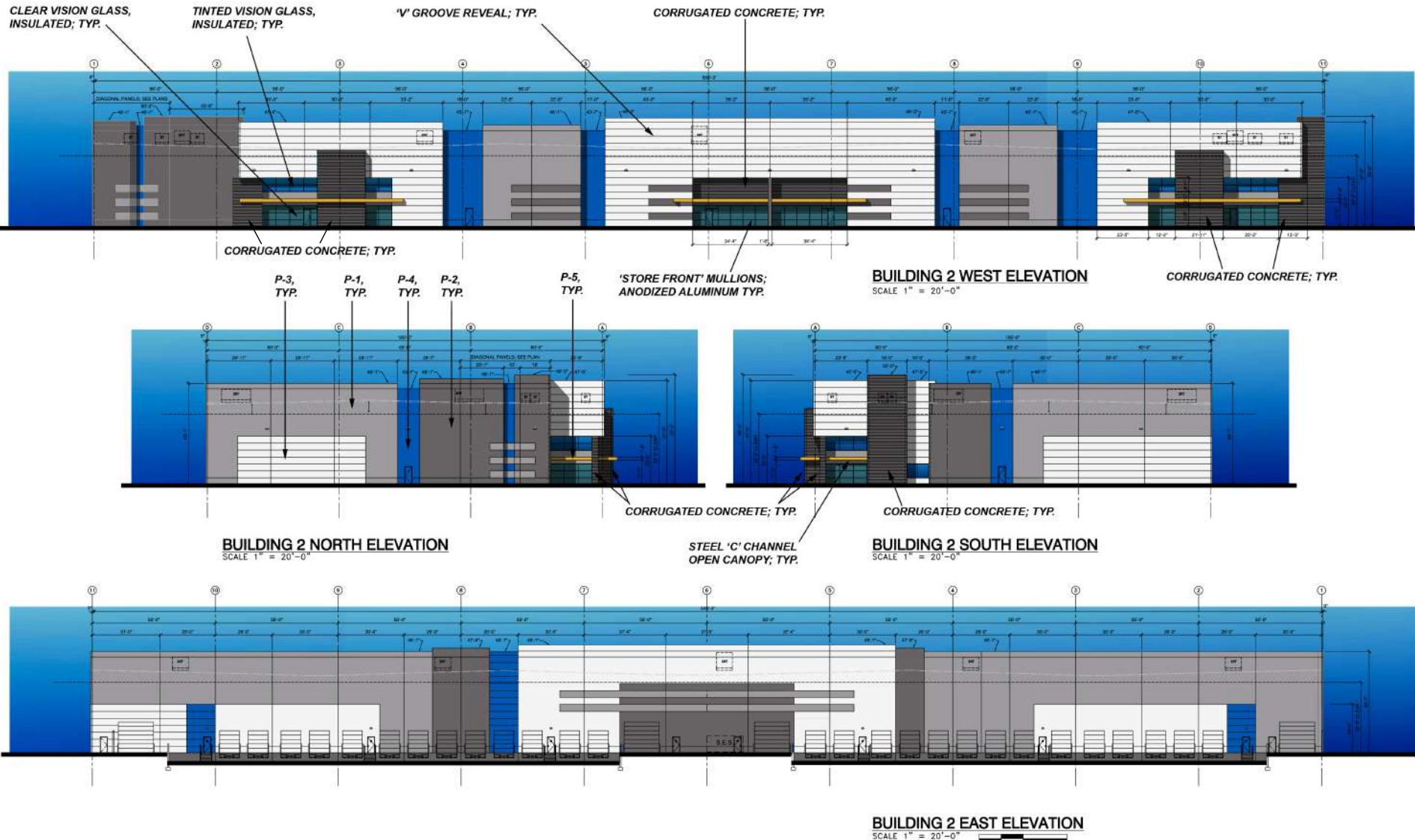




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CHANDLER INNOVATION CENTER
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BUILDING #2 - ELEVATIONS

42005
180CT23

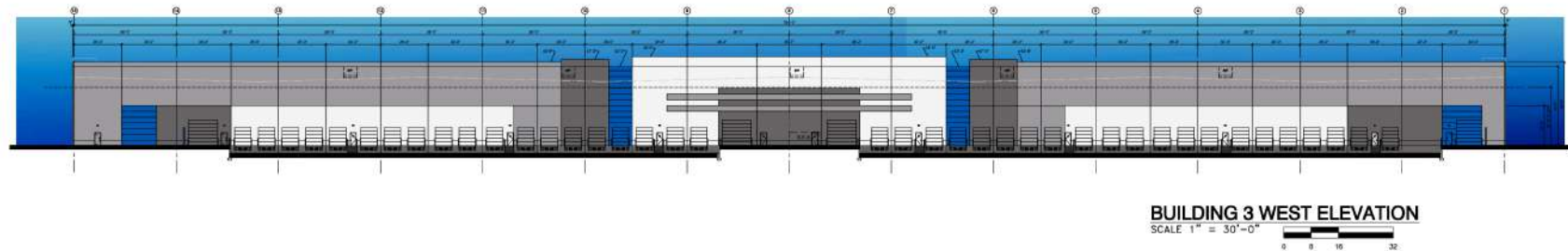
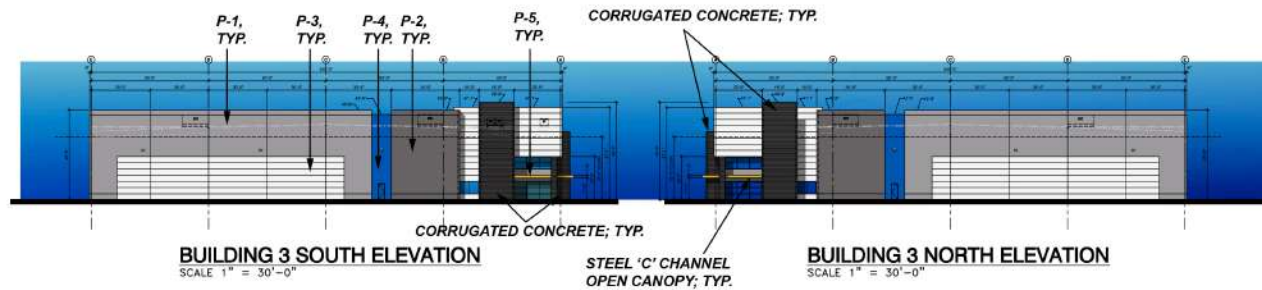
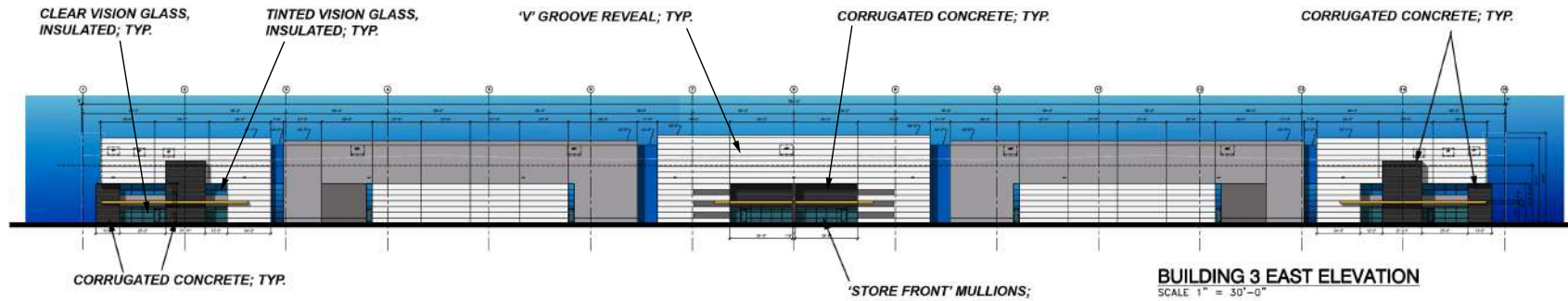


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2. SOLID MASONRY WALLS AND GATES EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT SHALL SCREEN ALL GROUND MOUNTED MECHANICAL EQUIPMENT.
3. ANY ROOF ACCESS LADDERS SHALL BE LOCATED INSIDE THE BUILDING. ROOF DRAINAGE SHALL UTILIZE INTERIOR ROOF DRAINS OR BE ARCHITECTURALLY INTEGRATED INTO THE BUILDING DESIGN. ARCHITECTURALLY INTEGRATED ROOF DRAINS SHALL REQUIRE ADDITIONAL ARTICULATION BEYOND PAINT ACCENTS. SECTION 35-1902 (8)(E)(13), ZONING CODE.
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5. SIGNS REQUIRE A SEPARATE SUBMITTAL AND PERMIT.



PRELIMINARY
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CONSTRUCTION



CITY OF CHANDLER GENERAL BUILDING ELEVATION NOTES:

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5. SIGNS REQUIRE A SEPARATE SUBMITTAL AND PERMIT.

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19051 S ARIZONA AVE CHANDLER, AZ 85286
BUILDING #3 - ELEVATIONS

48006
18OCT23



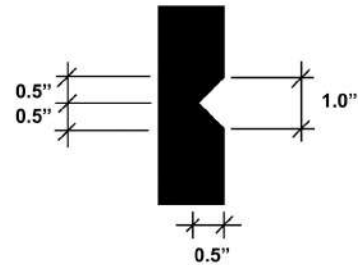
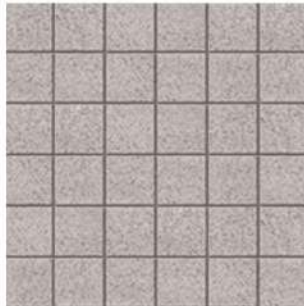
MATERIAL BOARD: BUILDINGS 1,2 & 3

MASONRY WALLS

SINGLE SCORE 8"x8"x16" IN GREY PAINT FINISH TO MATCH BUILDING

LOCATIONS:

- SES ENCLOSURE
- TYPICAL VEHICULAR SCREEN WALL



TYP. CONCRETE REVEAL NTS



TYPICAL STOREFRONT ENTRY MATERIAL EXAMPLE



DOUBLE PANE INSULATED CLEAR GLASS AT ALL STOREFRONT ENTRIES

PAINT

P-1

CL 3214M 'WAVELENGTH'

P-2

CL 3215D 'ELF'

P-3

DE 6372 'LACE VEIL'

P-4

DEA 137 'DEEP SAPPHIRE'

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

P-5

DE5342 'BUMBLEBEE'

CONCRETE PAVING

INTEGRAL COLOR CONCRETE:



A: MALIBU TAUPE



B: RIDGEBACK BROWN

INTEGRAL COLOR CONCRETE COLORS BY DAVIS CONCRETE, OR EQUAL.

IN GENERAL, YELLOW PAINTS HAVE PIGMENTS IN THEM THAT ARE SUSCEPTIBLE TO FADING IN SUN. PRODUCT APPLIED TO BUILDING WILL BE 'MODERN MASTERS THEME PAINT' BRAND, AND COLOR MATCHED TO DE5342 'BUMBLEBEE'. THIS PAINT PRODUCT HAS UV RESISTANCE BUILT IN.



City Council Memorandum Development Services Memo No. 24-027

Date: June 24, 2024
To: Mayor and Council
Thru: Joshua Wright, City Manager
Andy Bass, Deputy City Manager and Acting Development Services Director
From: Benjamin Cereceres, Planner
Subject: PH23-0070 Chandler Palms Medical Offices
Final Adoption of Ordinance No. 5102

Request: Amend the existing Planned Area Development (PAD) zoning district by allowing medical office uses in addition to the uses currently allowed, which include industrial, office and warehouse. The site consists of two (2) existing buildings.

Location: 500 N. Juniper Drive, generally located 1/2 mile north and west of Chandler Boulevard and McClintock Drive

Applicant: Casandra Zeitlin, HAM Chandler Palms LLC / HAM Papago LLC / HAM Fairway LLC

Proposed Motion:

Move City Council adopt Ordinance No. 5102 approving PLH23-0070 Chandler Palms Medical Offices, amending the existing PAD zoning to allow medical office uses, subject to the conditions as recommended by Planning and Zoning Commission.

Background Data:

- The subject site is currently zoned Planned Area Development (PAD) for industrial, general office, and warehouse.
- Per the current zoning, medical office uses are not permitted.
- A PAD amendment is required to allow for medical uses.

Surrounding Land Use Data:

North	Public Park, Desert Breeze Blvd, then elementary school	South	Vacant parcel owned by City of Chandler, then storage facility
East	Industrial Buildings	West	Public Park (Desert Breeze)

General Plan and Area Plan Designations:

	Existing	Proposed
General Plan	Employment	No Change

Proposed Development

Building I	70,573 Square-Feet
Building II	70,573 Square-Feet
Building I & II Total Square-Footage	141,146 Square-Feet
Parking Provided	936
Parking Required	941

Review and Recommendation

The property was zoned Planned Area Development (PAD) for limited warehouse, industrial and general office in 1988 through zoning case Z88-018 as part of a larger development called the Chandler Corporate Center. For this portion of the development, medical office was not a permitted use. Preliminary Development Plan PDP05-0009 Chandler Corporate Center was approved in 2005 for a mixed-use development including industrial, warehouse and office uses. The buildings are currently occupied by general office uses.

The applicant is requesting to allow limited medical uses that generate less demand for parking than general-care medical office uses, such as pediatrics, dentists or optometrists, which will be prohibited. Such limited medical uses would be required to submit a parking study to demonstrate the services provided will not generate demand for parking that exceeds 1 space per every 250 square feet, the same parking ratio that is required for general office. Staff supports adding limited medical uses given that the parking demand would not increase. Section 35-1804 of the City of Chandler's parking regulations dictates that medical office uses should be parked at one (1) space per one hundred fifty (150) square feet and general office at one (1) space per two hundred fifty (250) square feet. The site currently contains a total 936 parking spaces on-site; a total of 941 parking spaces are required.

No changes are proposed to the site. A copy of the Chandler Corporate Center

preliminary development plan booklet (approved in 2005) is attached for reference only as it will continue to regulate development within the proposed amended PAD. A copy of the current PAD, approved via Ordinance No. 1968, is also attached for reference. Planning staff has reviewed the request and finds it to be consistent with the General Plan and Zoning Code requirements.

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 May 1, 2024. One business representative, an existing tenant located in one of the subject buildings, was in attendance and had concerns regarding the proposed medical office use.
- As of the writing of this memo, Planning staff is aware of one business in opposition to the request.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting, May 15, 2024

Motion to Approve

In Favor: 4 Opposed: 0 Absent: 1 (Lopez) Abstain: 1 (Heumann)

One (1) current business tenant of the subject site spoke in opposition to the request, stating that they did not feel that medical use is a compatible land use and that they do not desire to share the common areas of the buildings with potential medical office clients/tenants.

Ordinance No. 5102 was introduced and tentatively adopted on June 13, 2024

Recommended Conditions of Approval

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 exhibits and representation entitled "Chandler Corporate Center" kept on file in the City of Chandler's Planning Division in file No. PDP05-0009, modified by such conditions included at the time the exhibits were approved by City Council and/or as thereafter amended, modified or supplemented by the City Council.
2. Uses permitted shall be limited to light industrial, general office, and

warehouse. Additionally, medical uses, such as but not limited to counseling services and medical specialists, shall be permitted subject to providing a parking study that demonstrates the services provided generate a parking demand that does not exceed one (1) space per two hundred and fifty (250) square-feet. More intense medical uses, such as but not limited to general practitioners, pediatricians, dental and optometrists, shall be prohibited.

3. All employees and clients shall park on-site.
4. The site shall be maintained in a clean and orderly manner.
5. The landscaping in all open-spaces shall be maintained by the property owner or property owners' association, and shall be maintained at a level consistent with or better than at the time of planting.

Attachments

Ordinance No. 5102

Vicinity Maps

Narrative & Exhibits

Ordinance No, 1968

PDP05-0009 Chandler Corporate Center Development Booklet

ORDINANCE NO. 5102

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY AMENDING AN EXISTING PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICT TO ALLOW MEDICAL OFFICE USES IN ADDITION TO THE USES CURRENTLY ALLOWED AT AN EXISTING PARCEL LOCATED AT 500 NORTH JUNIPER DRIVE AS REPRESENTED IN CASE PLH23-0070 (CHANDLER PALMS MEDICAL OFFICES), WITHIN THE CORPORATE LIMITS OF THE CITY OF CHANDLER, ARIZONA; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR PENALTIES.

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

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

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

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

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

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

Section 1. Legal Description of Property:

EXHIBIT 'A'

Said parcel is hereby rezoned from Planned Area Development (PAD) for industrial, office and warehouse to Planned Area Development (PAD) for industrial, office, and warehouse, including limited medical office uses, subject to the following conditions:

1. Development shall be in substantial conformance with exhibits and representation entitled “Chandler Corporate Center” kept on file in the City of Chandler’s Planning Division in file No. PDP05-0009, modified by such conditions included at the time the exhibits were approved by City Council and/or thereafter amended, modified or supplemented by the City Council.
2. Uses permitted shall be limited to light industrial, general office, and warehouse. Additionally, medical uses, such as but not limited to counseling services and medical specialists, shall be permitted subject to providing a parking study that demonstrates the services provided generate a parking demand that does not exceed one (1) space per two hundred and fifty (250) square-feet. More intense medical uses, such as but not limited to general practitioners, pediatricians, dentists, and optometrists shall be prohibited.
3. All employees and clients shall park on-site.
4. The site shall be maintained in a clean and orderly manner.
5. The landscaping in all open spaces shall be maintained by the property owner or property owners’ association, and shall be maintained at a level consistent with or better than at the time of planting.

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. 5102 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

LOTS 1 & 2 CHANDLER CORPORATE CENTER NORTH MCR 919-49.

CHANDLER PALMS:
REZONING
NARRATIVE AND EXHIBITS

(Updated 3/27/2024)

- i. **PARCEL NO.:** 301-86-316A (“**Parcel**”), a diagram of the Parcel is attached hereto as **Exhibit A** and the legal description is attached hereto as **Exhibit B**.
- ii. **ADDRESSES:** 585 North Juniper Drive, Chandler, AZ 85226 (“**Building I**”)
500 North Juniper Drive, Chandler, AZ 85226 (“**Building II**”)
- iii. **BUILDING I:** Existing two-story building, 70,573 sq. ft. A depiction of the existing floor plate is attached hereto as **Exhibit C**.
- iv. **BUILDING II:** Existing two-story building, 70,573 sq. ft. A depiction of the existing floor plate is attached hereto as **Exhibit D**.
- v. **TOTAL SQUARE FOOTAGE OF BUILDING I & II:** 141,146 sq. ft., zoning and building code compliance sheet, attached hereto as **Exhibit E**.
- vi. **EXISTING PARCEL ZONING:** PAD zoned, permitting Industrial/Office/Warehouse uses.
- vii. **REQUEST AND PURPOSE:** The request is for an amendment to the PAD to include Medical Office uses on the Parcel. No intense general-care medical office uses, such as pediatrics or urgent care facilities, are intended for the Parcel. The intended purpose of the rezone is to permit less-intense medical office uses on the Parcel, such as those providing narrow or specialized care (i.e., dermatology, podiatry, mental health, etc.).

Applicant agrees that approval of this rezone application will be on the condition of not leasing to intense general-care medical office uses until such time as the Parcel complies with now-current or then-current parking ratio requirements for medical uses, whichever requirement is lesser.
- viii. **PARCEL TOTAL PARKING SPACES:** 936. **Total Ratio: 6.64/1,000.** ALTA surveys, attached hereto as **Exhibit F**.
- ix. **LETTER OF AUTHORIZATION,** attached hereto as **Exhibit G**.

Exhibit A



Exhibit B

Legal Description

LOTS 1 & 2 CHANDLER CORPORATE CENTER NORTH MCR 919-49.

Exhibit C

Building I – 70,573 sq. ft. total
(First Floor)

585 North Juniper Drive - 1st Floor

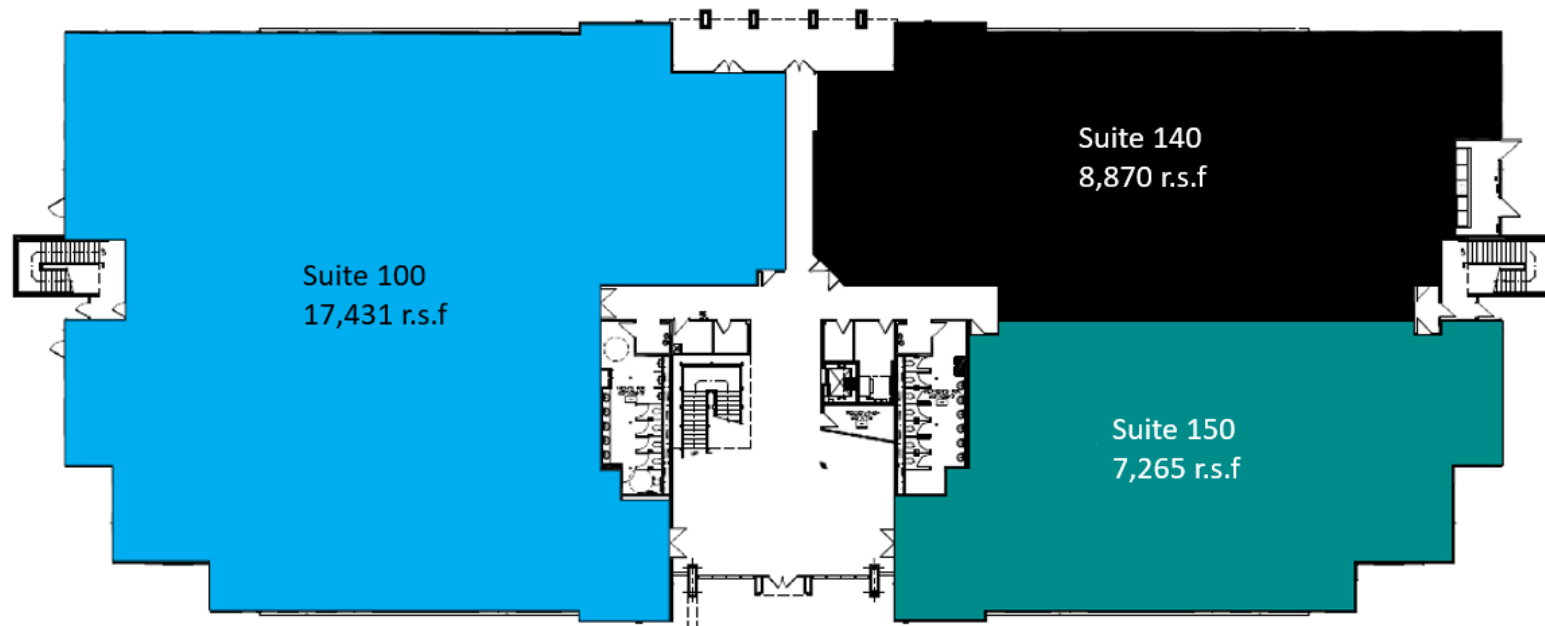


Exhibit C – cont'd

(Building I – Second Floor)

585 North Juniper Drive - 2nd Floor

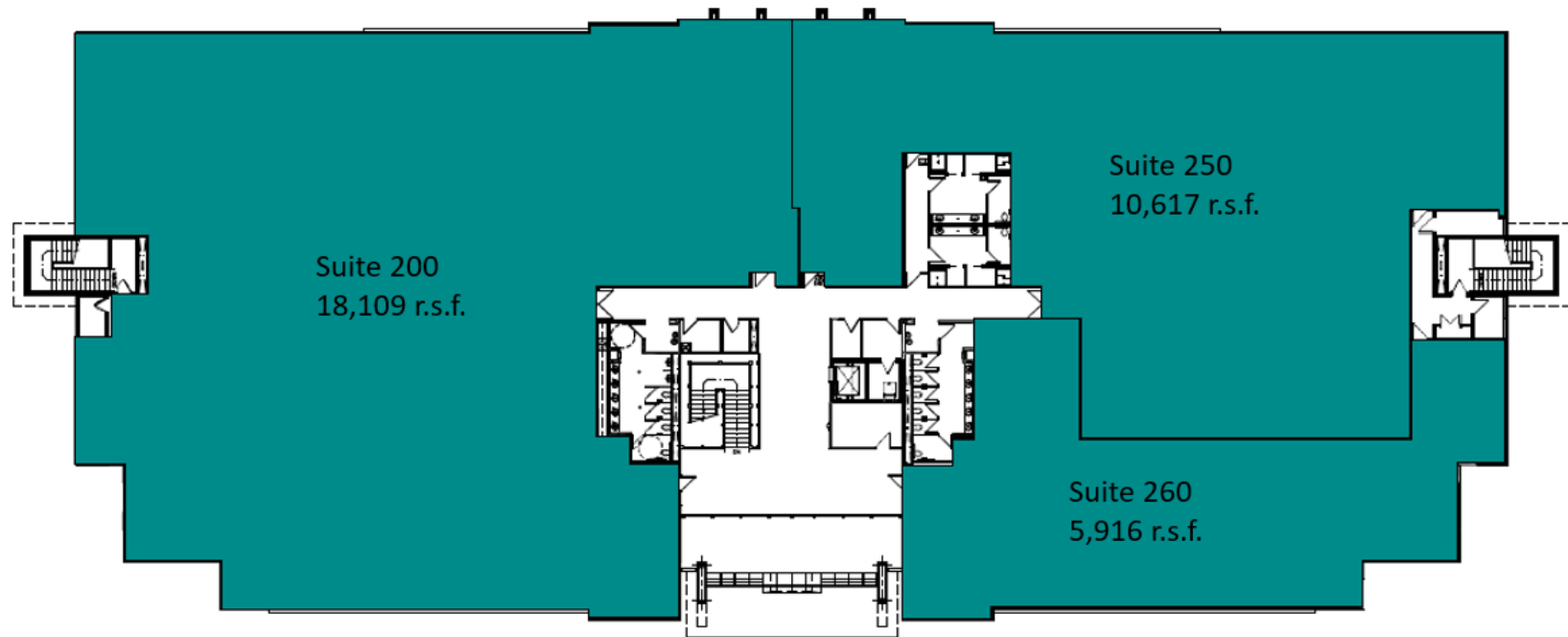


Exhibit D

Building II – 70,573 sq. ft. total

(First Floor)

500 North Juniper Drive - 1st Floor

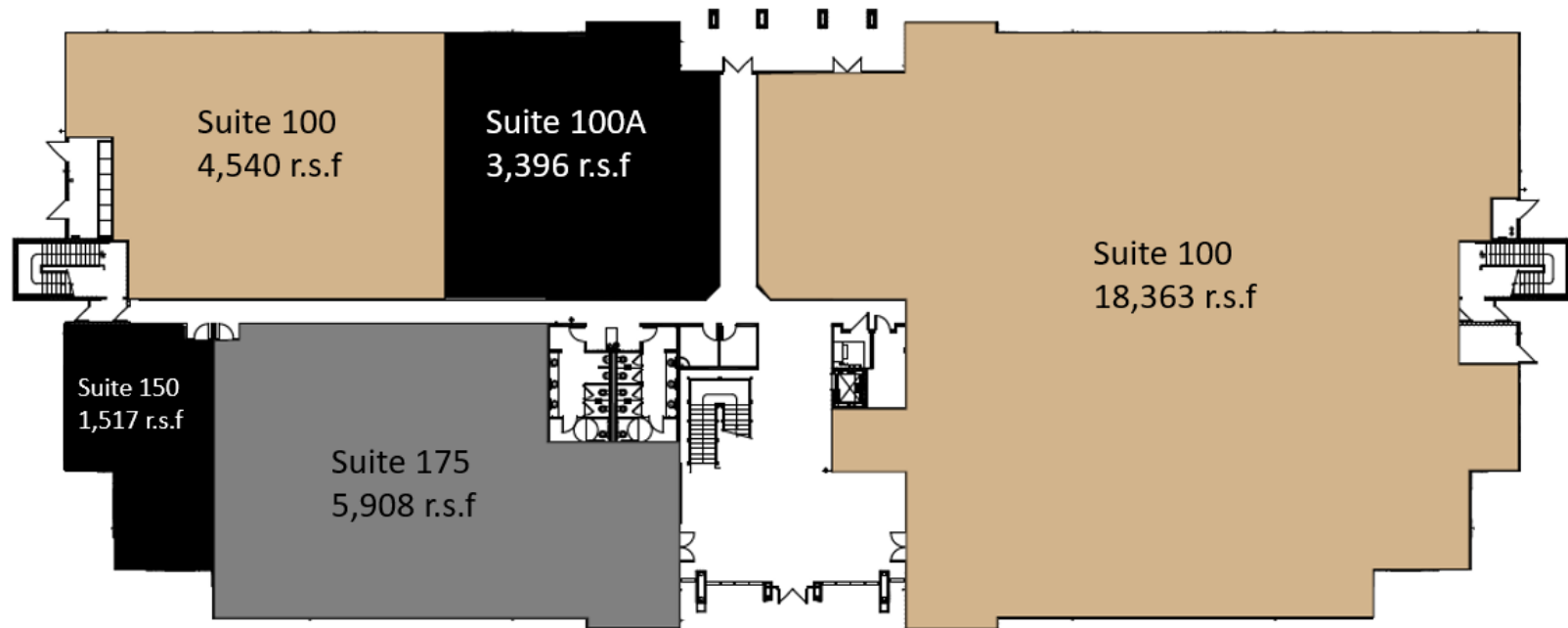
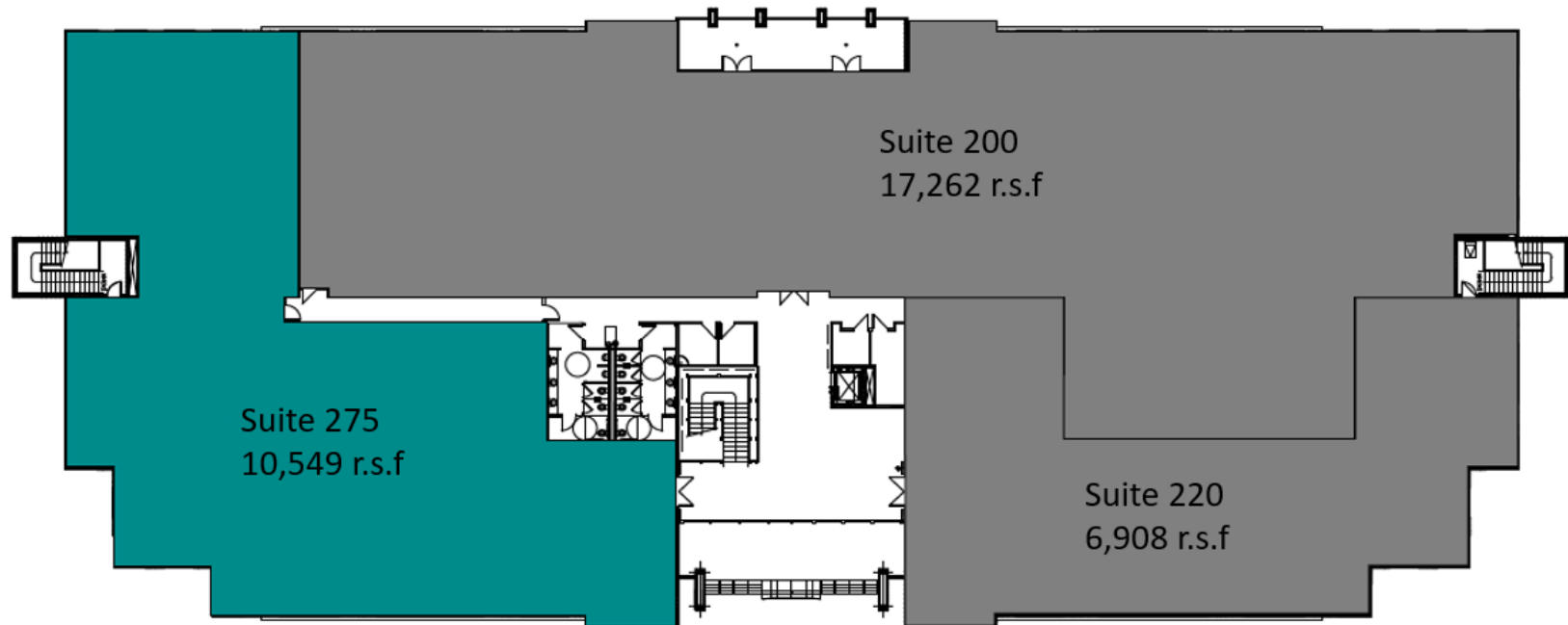


Exhibit D – cont'd

(Building II – Second Floor)

500 North Juniper Drive - 2nd Floor



Zoning/Building Compliance Sheet

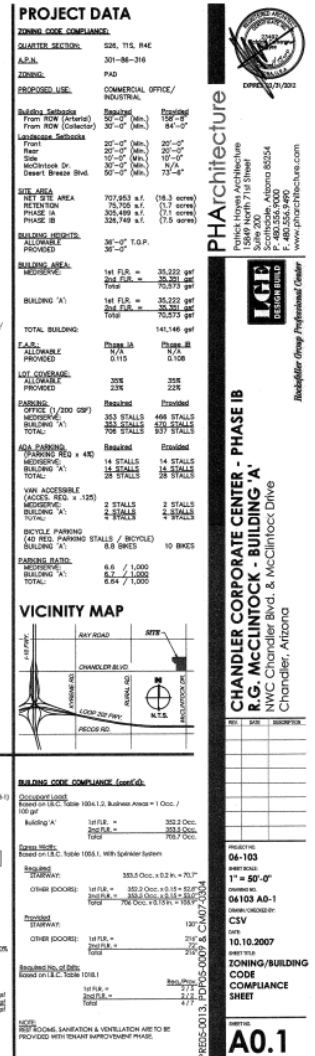


Exhibit F

ALTA/ACSM LAND TITLE SURVEY

LOT 2, "CHANDLER CORPORATE CENTER-NORTH" AS RECORDED IN BOOK 919 OF MAPS, PAGE 48 OF MARICOPA COUNTY, ARIZONA, LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 4 EAST, OF THE GLA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

LEGEND:

- (H) RECORDED DATA PER "CHANDLER CORPORATE CENTER-NORTH" AS RECORDED IN BOOK 919 OF MAPS, PAGE 48 OF MARICOPA COUNTY, ARIZONA, CALCULATED DATA PER RECORDED INFO.
- (C) SET IN/WASHER RL545835
- X CHISELED X
- SPIKE
- COTTON PICKER SPINDLE
- ALUMINUM CAP IN HANDHOLE
- SUBDIVISION CORNER
- BRASS CAP IN HANDHOLE
- FOUND AS NOTED
- BRASS CAP FLUSH
- ALUMINUM CAP FLUSH
- SET REBAR & CAP RL545835
- GAS VALVE
- GAS MANHOLE
- GAS BLUESTAKE
- GAS METER
- GAS PRESSURE REDUCER
- GAS MARKER
- SEWER MANHOLE
- SEWER CLEANOUT
- FIBER OPTIC BLUESTAKE
- FIBER OPTIC MANHOLE
- ELECTRIC JUNCTION BOX
- ELECTRIC BLUESTAKE
- ELECTRIC METER
- ELECTRIC CABINET
- FIRE DEPT. CONNECTION
- WATER VALVE
- FIRE HYDRANT
- WATER METER
- BACKFLOW PREVENTER
- WATER MANHOLE
- BLUESTAKE WATER
- IRRIGATION CONTROL VALVE
- IRRIGATION MANHOLE
- STORM MANHOLE
- STORM DRAIN INTERCEPTOR
- DRY WELL
- STORM CLEANOUT
- GATCH BASIN
- TRAFFIC SIGNAL
- TRAFFIC SIGNAL WITH MAST
- TRAFFIC SIGNAL JUNCTION BOX
- TELEPHONE MANHOLE
- TELEPHONE JUNCTION BOX
- POWER POLE
- DOWN GUY
- LIGHT POST
- STREET LIGHT W/ MAST ARM
- TELEVISION RESEAR
- SCHEDULE B ITEM
- MONUMENT LINE
- PROPERTY LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE
- SANITARY SEWER LINE
- 18" STORM LINE
- UNDERGROUND ELECTRIC LINE
- OVERHEAD ELECTRIC LINE
- WATERLINE
- PARKING SPACE COUNT
- CONCRETE
- ASPHALT

SCHEDULE "B" ITEMS:

- (1) THE LIABILITIES, OBLIGATIONS AND BURDENS IMPOSED UPON SAID LAND BY REASON OF INCLUSION WITHIN THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT AND AGRICULTURAL IMPROVEMENT DISTRICTS. (AFFECTS PARCEL, BUT NOT THE SURVEY)
- (2) TAXES AND ASSESSMENTS COLLECTIBLE BY THE COUNTY TREASURER, A LIEN NOT YET DUE AND PAYABLE FOR THE FOLLOWING YEAR: 2011 (AFFECTS PARCEL, BUT NOT THE SURVEY)
- (3) EASEMENT AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT:
RECORDED IN DOCKET 2226
PAGE 217
PURPOSE IRRIGATION DITCH PURPOSES (AS SHOWN)
- (4) AGREEMENTS ACCORDING TO THE TERMS AND CONDITIONS CONTAINED THEREIN PURPOSE DEVELOPMENT AGREEMENTS:
DOCKET 16008
PAGE 649 AND
DOCUMENT NO. 1984-0028634 (AFFECTS PARCEL, BUT NOT THE SURVEY)
- (5) EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS AS SET FORTH ON THE PLAT OF CHANDLER CORPORATE CENTER-NORTH RECORDED IN BOOK 919 OF MAPS, PAGE 48, AND THEREAFTER ATTORNEY OF CORRECTION RECORDED IN DOCUMENT NO. 1987-595668 (AFFECTS PARCEL, BUT NOT THE SURVEY)
- (6) RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS AND EASEMENTS, AND LIABILITIES AND OBLIGATIONS TO THE CHANDLER CORPORATE CENTER-NORTH OWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, INCLUDING BUT NOT LIMITED TO ANY RESTRICTIONS CREATING EASEMENTS OR PARTY WALLS, OMITTING, IF ANY, FROM THE ABOVE, ANY RESTRICTIONS BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILY STATUS OR NATIONAL ORIGIN CONTAINED IN INSTRUMENT:
RECORDED IN DOCUMENT NO. 2007-529455 AND RE-RECORDED IN 2007-529455 (AFFECTS PARCEL, BUT NOT THE SURVEY)
- (7) EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS AS SET FORTH ON THE PLAT OF CHANDLER CORPORATE CENTER-NORTH RECORDED IN BOOK 919 OF MAPS, PAGE 48, AND THEREAFTER ATTORNEY OF CORRECTION RECORDED IN DOCUMENT NO. 2008-516301 (AS SHOWN)
- (8) MATTERS SET FORTH IN DECLARATION OF RECIPROCAL EASEMENT RECORDED IN DOCUMENT NO. 2007-574082 (AS SHOWN)
- (9) EASEMENT AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT:
RECORDED IN DOCUMENT NO. 2007-1300561
PURPOSE ELECTRIC LINES AND APPURTENANT FACILITIES (AS SHOWN)
- (10) EASEMENT AND RIGHTS INCIDENT THERETO, AS SET FORTH IN INSTRUMENT:
RECORDED IN DOCUMENT NO. 2008-216332
PURPOSE ELECTRIC LINES AND APPURTENANT FACILITIES (AS SHOWN)
- (11) AGREEMENT ACCORDING TO THE TERMS AND CONDITIONS CONTAINED THEREIN:
PURPOSE RECIPROCAL DRAINAGE EASEMENT AGREEMENT
DOCUMENT NO. 2008-322834 (AS SHOWN)
- (12) UNRECORDED LEASE UNDER THE TERMS AND CONDITIONS CONTAINED THEREIN MADE BY:
LESSOR S & W 950, L.L.C.
LESSEE GARMAN INTERNATIONAL, INC.
DATED AS OF OCTOBER 24, 2008
AS DISCLOSED BY SUBORDINATION, NON-DISTURBANCE AND ATTORNEY AGREEMENT RECORDED NOVEMBER 5, 2010
DOCUMENT NO. 2010-871577 (AFFECTS PARCEL, BUT NOT THE SURVEY)
- (13) UNRECORDED LEASE UNDER THE TERMS AND CONDITIONS CONTAINED THEREIN MADE BY:
LESSOR S & W 950, L.L.C.
LESSEE STA TRAVEL, INC.
DATED AS OF DECEMBER 19, 2008
AS DISCLOSED BY SUBORDINATION, NON-DISTURBANCE AND ATTORNEY AGREEMENT RECORDED NOVEMBER 5, 2010
DOCUMENT NO. 2010-871578 (AFFECTS PARCEL, BUT NOT THE SURVEY)
- (14) UNRECORDED LEASE UNDER THE TERMS AND CONDITIONS CONTAINED THEREIN MADE BY:
LESSOR CORPORATE CENTER INVESTMENTS LLC
LESSEE MEDISERVE INFORMATION SYSTEMS, INC.
DATED AS OF JUNE 1, 2010
AS DISCLOSED BY SUBORDINATION, NON-DISTURBANCE AND ATTORNEY AGREEMENT RECORDED NOVEMBER 5, 2010
DOCUMENT NO. 2010-871579 (AFFECTS PARCEL, BUT NOT THE SURVEY)
- (15) AGREEMENT ACCORDING TO THE TERMS AND CONDITIONS CONTAINED THEREIN:
PURPOSE LIGHT IMPROVEMENT AGREEMENT
DOCUMENT NO. 2011-0434474 (AS SHOWN)

FEMA NOTES:

THE CURRENT FEMA FLOOD INSURANCE RATE MAP (FIRM) FOR THIS AREA, MAP NUMBER 0401C02649 (EFFECTIVE REVISED DATE SEPTEMBER 30, 2005), DESIGNATES THE PROPERTY WITHIN FLOOD HAZARD ZONE "X".

ZONE "X" IS DEFINED AS AREAS OUTSIDE THE 1% ANNUAL CHANCE FLOODPLAIN, AREAS OF 1% ANNUAL CHANCE FLOOD FLOODING WHERE THE AVERAGE DEPTHS ARE LESS THAN 1 FOOT, AREAS OF 1% ANNUAL CHANCE FLOOD FLOODING WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN 1 SQUARE MILE, OR AREAS PROTECTED FROM THE 1% ANNUAL CHANCE FLOOD BY LEVEES, NO BASE FLOOD ELEVATIONS OR DEPTHS ARE SHOWN WITHIN THIS ZONE. INSURANCE PURCHASE IS NOT REQUIRED IN THESE ZONES.



VICINITY MAP:

NOTES:

1. ALL TITLE INFORMATION IS BASED ON A COMMITMENT FOR TITLE INSURANCE ISSUED BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, FILE NO. 00982591-040-PA, EFFECTIVE DATE: MAY 31, 2011, AT 7:30 AM.
2. THE UNDERGROUND UTILITIES HAVE BEEN SHOWN BASED ON RECORDS PROVIDED BY THE RESPECTIVE UTILITY COMPANIES WITHOUT VERIFICATION BY THE SURVEYOR. THEREFORE, NO GUARANTEE CAN BE MADE AS TO THE EXTENT OF THE UTILITIES AVAILABLE, EITHER IN SERVICE OR ABANDONED, NO GUARANTEED TO THEIR EXACT LOCATION. PLEASE CALL "BLUE-STAKE" AT 602-263-1100, PRIOR TO ANY EXCAVATION OR TO DETERMINE WHAT UTILITIES FOR THE OPERATION OF THE PROPERTY ARE AVAILABLE AT THE LOT LINES, EITHER FROM CONTIGUOUS PROPERTY OR ADJOINING STREETS.
3. THE SURVEYOR HAS MADE NO ATTEMPT AND HAS NOT OBTAINED ANY INFORMATION RELATIVE TO, AND HAS NO KNOWLEDGE OF ANY PROPOSED RIGHT-OF-WAYS, EASEMENTS, OR DEDICATIONS THAT ANY MUNICIPALITY, INDIVIDUAL OR GOVERNMENTAL AGENCY MAY HAVE MADE OR MAY REQUIRE.
4. USE OF THE INFORMATION CONTAINED IN THIS ALTA/ACSM LAND TITLE SURVEY, FOR OTHER THAN THE SPECIFIC PURPOSE FOR WHICH IT WAS INTENDED (TITLE INSURANCE MATTERS), IS FORBIDDEN, UNLESS EXPRESSLY PERMITTED IN WRITING IN ADVANCE BY HUNTER ENGINEERING, INC. AND THEREFORE SHALL HAVE NO LIABILITY FOR ANY SUCH UNAUTHORIZED USE.
5. THE BUILDING LINES AND DIMENSIONS SHOWN REFLECT THE EXTERIOR BUILDING FOOTPRINT AT GROUND LEVEL BASED ON FIELD MEASUREMENTS. THIS INFORMATION IS INTENDED TO REFLECT THE GENERAL CONFIGURATION OF THE BUILDING AT GROUND LEVEL, AND MAY OR MAY NOT BE THE EXACT DIMENSIONS OF THE BUILDING FOUNDATION. THE BUILDING SQUARE FOOTAGE IS BASED ON THE EXTERIOR BUILDING FOOTPRINT AND IS NOT INTENDED TO REFLECT THE INTERIOR OR LEASABLE AREA OF ANY BUILDING. THE BUILDING OFFSET DISTANCES SHOWN ARE TO ACTUAL BUILDING CORNERS.
6. THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
7. THERE IS NO OBSERVABLE EVIDENCE OF THIS SITE BEING USED AS A SOLID WASTE DUMP, SLUMP OR SANITARY LANDFILL.
8. THERE IS NO EVIDENCE TO SUGGEST THAT THERE IS A CEMETERY OR BURIAL GROUNDS ON THESE PREMISES.

PARKING SPACES:

COVERED PARKING SPACES = 184 SPACES
STANDARD PARKING SPACES = 252 SPACES
HANDICAPPED PARKING SPACES = 12 SPACES
TOTAL = 448 SPACES

BASIS OF BEARING:

BASES OF BEARING FOR THIS SURVEY IS A BEARING OF NORTH 89°46'20" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GLA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO THE PLAT OF "CHANDLER CORPORATE CENTER-NORTH", RECORDED IN BOOK 919, PAGE 48, MARICOPA COUNTY RECORDS, ARIZONA.

SITE ADDRESS:

585 N. JANYER DRIVE
CHANDLER, ARIZONA 85226

LEGAL DESCRIPTION:

LOT 2, CHANDLER CORPORATE CENTER-NORTH, ACCORDING TO BOOK 919 OF MAPS, PAGE 48 AND ATTORNEY OF CORRECTION RECORDED IN DOCUMENT NO. 2008-516301, RECORDS OF MARICOPA COUNTY, ARIZONA.

SURVEYOR'S CERTIFICATION:

TO: CORPORATE CENTER INVESTMENTS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, LAWYERS TITLE INSURANCE CORPORATION AND COMMONWEALTH LAND TITLE INSURANCE COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT WAS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARDS DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA, ACSM AND NSPS IN 2011, AND INCLUDES ITEMS 1.1.2.4, 7.01, 7.01.1, 7.01.2, 7.01.3, 7.01.4, 7.01.5, 7.01.6, 7.01.7, 7.01.8, 7.01.9, 7.01.10, 7.01.11, 7.01.12, 7.01.13, 7.01.14, 7.01.15, 7.01.16, 7.01.17, 7.01.18, 7.01.19, 7.01.20, 7.01.21, 7.01.22, 7.01.23, 7.01.24, 7.01.25, 7.01.26, 7.01.27, 7.01.28, 7.01.29, 7.01.30, 7.01.31, 7.01.32, 7.01.33, 7.01.34, 7.01.35, 7.01.36, 7.01.37, 7.01.38, 7.01.39, 7.01.40, 7.01.41, 7.01.42, 7.01.43, 7.01.44, 7.01.45, 7.01.46, 7.01.47, 7.01.48, 7.01.49, 7.01.50, 7.01.51, 7.01.52, 7.01.53, 7.01.54, 7.01.55, 7.01.56, 7.01.57, 7.01.58, 7.01.59, 7.01.60, 7.01.61, 7.01.62, 7.01.63, 7.01.64, 7.01.65, 7.01.66, 7.01.67, 7.01.68, 7.01.69, 7.01.70, 7.01.71, 7.01.72, 7.01.73, 7.01.74, 7.01.75, 7.01.76, 7.01.77, 7.01.78, 7.01.79, 7.01.80, 7.01.81, 7.01.82, 7.01.83, 7.01.84, 7.01.85, 7.01.86, 7.01.87, 7.01.88, 7.01.89, 7.01.90, 7.01.91, 7.01.92, 7.01.93, 7.01.94, 7.01.95, 7.01.96, 7.01.97, 7.01.98, 7.01.99, 7.01.100, 7.01.101, 7.01.102, 7.01.103, 7.01.104, 7.01.105, 7.01.106, 7.01.107, 7.01.108, 7.01.109, 7.01.110, 7.01.111, 7.01.112, 7.01.113, 7.01.114, 7.01.115, 7.01.116, 7.01.117, 7.01.118, 7.01.119, 7.01.120, 7.01.121, 7.01.122, 7.01.123, 7.01.124, 7.01.125, 7.01.126, 7.01.127, 7.01.128, 7.01.129, 7.01.130, 7.01.131, 7.01.132, 7.01.133, 7.01.134, 7.01.135, 7.01.136, 7.01.137, 7.01.138, 7.01.139, 7.01.140, 7.01.141, 7.01.142, 7.01.143, 7.01.144, 7.01.145, 7.01.146, 7.01.147, 7.01.148, 7.01.149, 7.01.150, 7.01.151, 7.01.152, 7.01.153, 7.01.154, 7.01.155, 7.01.156, 7.01.157, 7.01.158, 7.01.159, 7.01.160, 7.01.161, 7.01.162, 7.01.163, 7.01.164, 7.01.165, 7.01.166, 7.01.167, 7.01.168, 7.01.169, 7.01.170, 7.01.171, 7.01.172, 7.01.173, 7.01.174, 7.01.175, 7.01.176, 7.01.177, 7.01.178, 7.01.179, 7.01.180, 7.01.181, 7.01.182, 7.01.183, 7.01.184, 7.01.185, 7.01.186, 7.01.187, 7.01.188, 7.01.189, 7.01.190, 7.01.191, 7.01.192, 7.01.193, 7.01.194, 7.01.195, 7.01.196, 7.01.197, 7.01.198, 7.01.199, 7.01.200, 7.01.201, 7.01.202, 7.01.203, 7.01.204, 7.01.205, 7.01.206, 7.01.207, 7.01.208, 7.01.209, 7.01.210, 7.01.211, 7.01.212, 7.01.213, 7.01.214, 7.01.215, 7.01.216, 7.01.217, 7.01.218, 7.01.219, 7.01.220, 7.01.221, 7.01.222, 7.01.223, 7.01.224, 7.01.225, 7.01.226, 7.01.227, 7.01.228, 7.01.229, 7.01.230, 7.01.231, 7.01.232, 7.01.233, 7.01.234, 7.01.235, 7.01.236, 7.01.237, 7.01.238, 7.01.239, 7.01.240, 7.01.241, 7.01.242, 7.01.243, 7.01.244, 7.01.245, 7.01.246, 7.01.247, 7.01.248, 7.01.249, 7.01.250, 7.01.251, 7.01.252, 7.01.253, 7.01.254, 7.01.255, 7.01.256, 7.01.257, 7.01.258, 7.01.259, 7.01.260, 7.01.261, 7.01.262, 7.01.263, 7.01.264, 7.01.265, 7.01.266, 7.01.267, 7.01.268, 7.01.269, 7.01.270, 7.01.271, 7.01.272, 7.01.273, 7.01.274, 7.01.275, 7.01.276, 7.01.277, 7.01.278, 7.01.279, 7.01.280, 7.01.281, 7.01.282, 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7.01.483, 7.01.484, 7.01.485, 7.01.486, 7.01.487, 7.01.488, 7.01.489, 7.01.490, 7.01.491, 7.01.492, 7.01.493, 7.01.494, 7.01.495, 7.01.496, 7.01.497, 7.01.498, 7.01.499, 7.01.500, 7.01.501, 7.01.502, 7.01.503, 7.01.504, 7.01.505, 7.01.506, 7.01.507, 7.01.508, 7.01.509, 7.01.510, 7.01.511, 7.01.512, 7.01.513, 7.01.514, 7.01.515, 7.01.516, 7.01.517, 7.01.518, 7.01.519, 7.01.520, 7.01.521, 7.01.522, 7.01.523, 7.01.524, 7.01.525, 7.01.526, 7.01.527, 7.01.528, 7.01.529, 7.01.530, 7.01.531, 7.01.532, 7.01.533, 7.01.534, 7.01.535, 7.01.536, 7.01.537, 7.01.538, 7.01.539, 7.01.540, 7.01.541, 7.01.542, 7.01.543, 7.01.544, 7.01.545, 7.01.546, 7.01.547, 7.01.548, 7.01.549, 7.01.550, 7.01.551, 7.01.552, 7.01.553, 7.01.554, 7.01.555, 7.01.556, 7.01.557, 7.01.558, 7.01.559, 7.01.560, 7.01.561, 7.01.562, 7.01.563, 7.01.564, 7.01.565, 7.01.566, 7.01.567, 7.01.568, 7.01.569, 7.01.570, 7.01.571, 7.01.572, 7.01.573, 7.01.574, 7.01.575, 7.01.576, 7.01.577, 7.01.578, 7.01.579, 7.01.580, 7.01.581, 7.01.582, 7.01.583, 7.01.584, 7.01.585, 7.01.586, 7.01.587, 7.01.588, 7.01.589, 7.01.590, 7.01.591, 7.01.592, 7.01.593, 7.01.594, 7.01.595, 7.01.596, 7.01.597, 7.01.598, 7.01.599, 7.01.600, 7.01.601, 7.01.602, 7.01.603, 7.01.604, 7.01.605, 7.01.606, 7.01.607, 7.01.608, 7.01.609, 7.01.610, 7.01.611, 7.01.612, 7.01.613, 7.01.614, 7.01.615, 7.01.616, 7.01.617, 7.01.618, 7.01.619, 7.01.620, 7.01.621, 7.01.622, 7.01.623, 7.01.624, 7.01.625, 7.01.626, 7.01.627, 7.01.628, 7.01.629, 7.01.630, 7.01.631, 7.01.632, 7.01.633, 7.01.634, 7.01.635, 7.01.636, 7.01.637, 7.01.638, 7.01.639, 7.01.640, 7.01.641, 7.01.642, 7.01.643, 7.01.644, 7.01.645, 7.01.646, 7.01.647, 7.01.648, 7.01.649, 7.01.650, 7.01.651, 7.01.652, 7.01.653, 7.01.654, 7.01.655, 7.01.656, 7.01.657, 7.01.658, 7.01.659, 7.01.660, 7.01.661, 7.01.662, 7.01.663, 7.01.664, 7.01.665, 7.01.666, 7.01.667, 7.01.668, 7.01.669, 7.01.670, 7.01.671, 7.01.672, 7.01.673, 7.01.674, 7.01.675, 7.01.676, 7.01.677, 7.01.678, 7.01.679, 7.01.680, 7.01.681, 7.01.682, 7.01.683, 7.01.684, 7.01.685, 7.01.686, 7.01.687, 7.01.688, 7.01.689, 7.01.690, 7.01.691, 7.01.692, 7.01.693, 7.01.694, 7.01.695, 7.01.696, 7.01.697, 7.01.698, 7.01.699, 7.01.700, 7.01.701, 7.01.702, 7.01.703, 7.01.704, 7.01.705, 7.01.706, 7.01.707, 7.01.708, 7.01.709, 7.01.710, 7.01.711, 7.01.712, 7.01.713, 7.01.714, 7.01.715, 7.01.716, 7.01.717, 7.01.718, 7.01.719, 7.01.720, 7.01.721, 7.01.722, 7.01.723, 7.01.724, 7.01.725, 7.01.726, 7.01.727, 7.01.728, 7.01.729, 7.01.730, 7.01.731, 7.01.732, 7.01.733, 7.01.734, 7.01.735, 7.01.736, 7.01.737, 7.01.738, 7.01.739, 7.01.740, 7.01.741, 7.01.742, 7.01.743, 7.01.744, 7.01.745, 7.01.746, 7.01.747, 7.01.748, 7.01.749, 7.01.750, 7.01.751, 7.01.752, 7.01.753, 7.01.754, 7.01.755, 7.01.756, 7.01.757, 7.01.758, 7.01.759, 7.01.760, 7.01.761, 7.01.762, 7.01.763, 7.01.764, 7.01.765, 7.01.766, 7.01.767, 7.01.768, 7.01.769, 7.01.770, 7.01.771, 7.01.772, 7.01.773, 7.01.774, 7.01.775, 7.01.776, 7.01.777, 7.01.778, 7.01.779, 7.01.780, 7.01.781, 7.01.782, 7.01.783, 7.01.784, 7.01.785, 7.01.786, 7.01.787, 7.01.788, 7.01.789, 7.01.790, 7.01.791, 7.01.792, 7.01.793, 7.01.794, 7.01.795, 7.01.796, 7.01.797, 7.01.798, 7.01.799, 7.01.800, 7.01.801, 7.01.802, 7.01.803, 7.01.804, 7.01.805, 7.01.806, 7.01.807, 7.01.808, 7.01.809, 7

LOT 1, CHANDLER CORPORATE CENTER-NORTH AS RECORDED IN BOOK 919 OF MAPS, PAGE 49, IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

1. SECOND INSTALLMENT OF 2014 TAXES, A LIEN, PAYABLE ON OR BEFORE MARCH 1, 2015, AND DELINQUENT MAY 1, 2015.
AFFECTS THE PROPERTY BUT NOT THE SURVEY.

1. ALL TITLE INFORMATION IS BASED ON A COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, NATIONAL COMMERCIAL SERVICES, NO. NCS-874844-PH01, THIRD AMENDED, EFFECTIVE DATE: NOVEMBER 18, 2014.

THE CURRENT FEMA FLOOD INSURANCE RATE MAP (FIRM) FOR THIS AREA, MAP NUMBER 04013C 2720L (EFFECTIVE REVISED DATE OCTOBER 16, 2013), DESIGNATES THE PROPERTY WITHIN FLOOD HAZARD ZONE X.

ZONE X IS DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD AREAS UP 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT, OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND ARE PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

ZONE X IS DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT, OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND ARE PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

LOT 1, CHANDLER CORPORATE CENTER-NORTH, ACCORDING TO BOOK 919 OF MAPS, PAGE 49 AND AFFIDAVIT OF CORRECTION RECORDED JUNE 11, 2008 AS 2008-0516301 OF OFFICIAL RECORDS, RECORDS OF MARICOPA COUNTY, ARIZONA.

500 N. JUNIPER DRIVE, CHANDLER, AZ 85226

LOT 1, CHANDLER CORPORATE CENTER-NORTH
8,753 ACRES, 381,966 S.F.

STANDARD PARKING SPACES = 474 SPACES
HANDICAPPED PARKING SPACES = 14 SPACES

BASIS OF BEARING FOR THIS SURVEY IS A BEARING OF NORTH 89°46'20" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASIN AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO THE PLAT OF "CHANDLER CORPORATE CENTER-NORTH", RECORDED IN BOOK 919, PAGE 49, MARICOPA COUNTY RECORDS, ARIZONA.

THE CURRENT ZONING CLASSIFICATION FOR THIS PARCEL IS "PAD" PLANNED AREA DEVELOPMENT. PLEASE NOTE, ACCORDING TO ERK SWANSON, SENIOR CITY PLANNER, THE SUBJECT SITE IS NOT PART OF THE STERLING SPRINGS AIRCRAFT NOISE MAP; HOWEVER, IT IS WITHIN THE AIRPORT NOISE IMPACT OVERLAY DISTRICT FOR STERLING AIRPORT. REQUIREMENTS FOR SETBACKS, HEIGHT, DENSITY, AND PARKING WERE PROVIDED DIRECTLY FROM ERK SWANSON IN THE ZONING VERIFICATION LETTER. REFERENCE P2R REPORT FOR CHANDLER CORPORATE CENTER PREPARED FOR PALMSADES CAPITAL REALTY ADVISORS,LLC DATED 11-25-14, PZR SITE NUMBER 79951-1.

TO: STARWOOD MORTGAGE CAPITAL LLC, STARWOOD MORTGAGE FUNDING I LLC AND
STARWOOD MORTGAGE FUNDING II LLC, AND THEIR SUCCESSORS AND ASSIGNS
RO-MCCLINTOCK LLC, A DELAWARE LIMITED LIABILITY COMPANY
FIRST AMERICAN TITLE INSURANCE COMPANY, NATIONAL COMMERCIAL SERVICES
PALISADES CAPITAL REALTY ADVISORS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
CHANDLER CORPORATE CENTER II LLC, A DELAWARE LIMITED LIABILITY COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT WAS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARDS DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ADOPTED AND ADOPTED BY ALTA, ACSM AND NSPS IN 2011, AND INCLUDES ITEMS 2.3.4.7(b)(1)(ii)(a), 5(b)(7)(i), 8.1(i)(ii), 13.16, 17.18 AND TABLE THEREOF, PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA, NSPS, ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATE. THE CERTIFICATION, POSITIONAL UNCERTAINTIES RESULTING FROM THE SURVEY MEASUREMENTS MADE ON THE SURVEY DO NOT EXCEED THE ALLOWABLE POSITIONAL TOLERANCE. THE FIELD WORK WAS COMPLETED ON 11/10/14.

DATE OF PLAT OR MAP 12-11-14.

JAMES A. BRUCCI
RLS 29065
brucci@hunterengineeringnyc.com

DRAWN BY: JAB
CHECKED BY: JAB

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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SECTION: 2
TOWNSHIP: 1
RANGE: 4

JOB NO.:
ROCK001-1-S

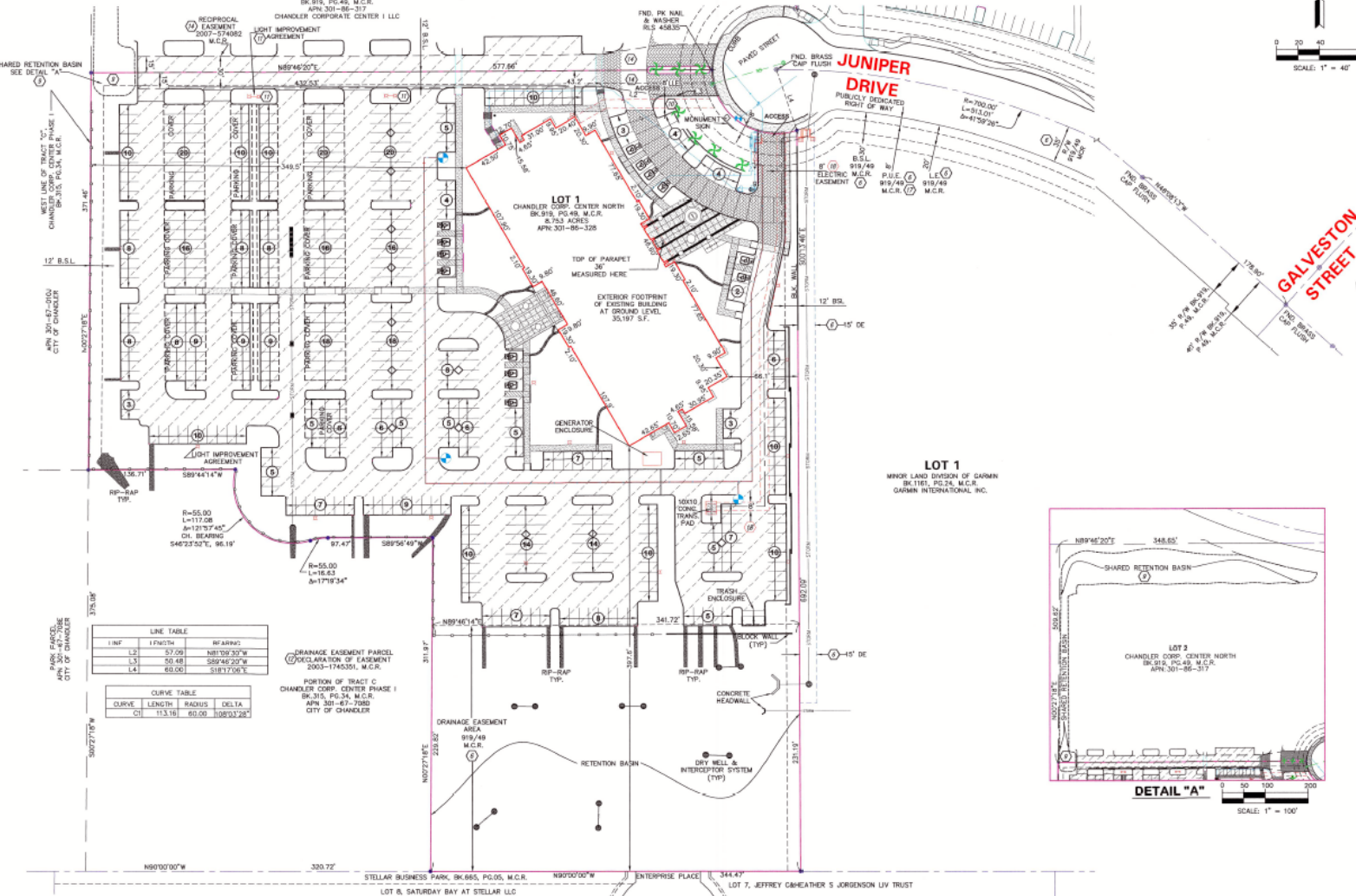
SCALE
1"=4'

SHEET

ALTA/ACSM LAND TITLE SURVEY

LOT 1, CHANDLER CORP. CENTER-NORTH AS RECORDED IN BOOK 919 OF MAPS, PAGE 49, IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 4 EAST, OF THE GLA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

LOT 2
CHANDLER CORP. CENTER NORTH
BK. 919, PG. 49, M.C.R.
APN 301-86-317
CHANDLER CORPORATE CENTER I, LLC



SECTION 26
TOWNSHIP 35
RANGE 4E

JOB NO: ROCK001-1-S

SCALE: 1" = 40'

SHEET 2 OF 2

SECTION 26
TOWNSHIP 35
RANGE 4E

JOB NO: ROCK001-1-S

SCALE: 1" = 40'

SHEET 2 OF 2

ALTA/ACSM LAND TITLE SURVEY

LOT 1, CHANDLER CORP. CENTER-NORTH AS RECORDED IN BOOK 919 OF MAPS, PAGE 49, IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 4 EAST, OF THE GLA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

HUNTER ENGINEERING

10400 N. 74TH ST., SUITE 200
SCOTTSDALE, ARIZONA 85258
P: 480.991.3880
F: 480.991.3880

SECTION 26
TOWNSHIP 35
RANGE 4E

JOB NO: ROCK001-1-S

SCALE: 1" = 40'

SHEET 2 OF 2

SECTION 26
TOWNSHIP 35
RANGE 4E

JOB NO: ROCK001-1-S

SCALE: 1" = 40'

SHEET 2 OF 2

Exhibit G



Letter of Authorization

Please accept an application for Rezoning and/or a Preliminary Development Plan for property located at:

Parcel NO. 301-86-316A

585 & 500 North Juniper Drive, Chandler, AZ 85226

Said property is owned by (provide the Maricopa County recorded Property Owner information):

HAM Chandler Palms LLC / HAM Papago LLC / HAM Fairway LLC (collectively, HAM)

and legally described as (may state "See attached"):

See exhibit B to Rezone Application

Assessor Parcel Number(s):

301-86-316A

The attached map and/or survey accurately portray the parcel configuration and property dimensions, as reflected in the legal description.

I certify that the above information is correct, and that I am authorized to file an application on said property on behalf of the owner.

Calvin Zeitlin 1/31/24
Applicant Signature Date

Harry Zeitlin 1/31/24
Property Owner Name Printed Date

[Signature] 1/31/24
Property Owner Signature Date

Property Owner Name Printed Date

Property Owner Signature Date

ORDINANCE NO. 1968

AN ORDINANCE OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY REZONING A PARCEL OF LAND FROM P.A.D. TO P.A.D. (Z88-018 CHANDLER CORPORATE CENTER) LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF CHANDLER, ARIZONA.

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

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

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

WHEREAS, public hearings were held by the Planning and Zoning Commission and the City Council as required by the Zoning Code;

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

SECTION 1. Legal description of property:

A portion of the North half of the Southeast Quarter of Section (26) Twenty Six, Township One (1) South, Range Four (4) East, Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

COMMENCING on the East Quarter corner, Section 26, T1S, R4E, G&SRB&M, Maricopa County, Arizona;

THENCE S89°45'45"W, a distance of 75.00 feet to the TRUE POINT OF BEGINNING;

THENCE S00°24'42"E, a distance of 40.00 feet;

THENCE S45°24'42"E, to a point on the West 55.00 foot Right-of-Way of McClintock Drive, a distance of 28.28 feet;

THENCE S00°24'42"E, along the said West 55.00 foot Right-of-Way, a distance of 1245.79 feet;

THENCE S44°35'18"W, a distance of 28.28 feet;

THENCE S89°34'57"W, a distance of 627.17 feet;

THENCE N45°12'20"W, a distance of 28.18 feet;

THENCE N00°00'22"E, a distance of 0.64 feet;

THENCE N89°59'38"W, a distance of 629.79 feet;

THENCE N00°00'22"E, a distance of 45.07 feet;

THENCE West, a distance of 1301.15 feet to a point on the East-West mid-section line;

THENCE N00°25'43"E, along the East-West mid-section line, a distance of 393.11 feet;
THENCE S89°34'17"E, a distance of 249.43 feet to a point of curvature of a curve to the right with a Delta of 33°54'04" and a Radius of 50.00 feet;
THENCE along said curve, a distance of 29.58 feet to a point of curvature of a curve to the left with a Delta of 33°54'04" and a Radius of 50.00 feet;
THENCE along said curve, a distance of 29.58 feet;
THENCE N89°45'45"E, a distance of 95.89 feet;
THENCE N00°25'43"E, to a point on the North-South mid-section line, a distance of 880.90 feet;
THENCE N89°45'45"E, along the North-South mid-section line, a distance of 2157.89 feet to the TRUE POINT OF BEGINNING.

Said parcel is hereby rezoned from P.A.D. to P.A.D. subject to the conditions set forth as follows:

1. The uses in the commercial parcel shall be limited to industrial related business and personal services; the uses in the office area shall be restricted to industrial related offices; the uses along the south side of Galveston shall be limited to light industrial such as but not limited to offices and research and development.
2. Buildings along Galveston shall be set back a minimum of 50 feet except any building or portion of a building not exceeding 18 feet in height may encroach into the 50 foot setback by 20 feet resulting in a minimum setback of 30 feet. Special attention (landscaping, screening, buffering) shall be paid to the interface and transition to the multifamily to the north at the time of Preliminary Development Plan.
3. All development shall be in accordance with the City's development standards at the time of development.
4. Development shall be in accordance with the City's Environmental Design Criteria for Industrial Parks entitled "Exhibit D."
5. Development shall be in substantial conformance with Exhibit A, Photographic Quality Exhibit Booklet, and Exhibit B, Chandler Corporate Center Conceptual Master Plan.

6. The construction of Galveston Street adjacent to the property shall commence within 120 days upon the order of the Public Works Director and said order shall not be issued before August 1, 1989.

(Z88-018 Chandler Corporate Center)

NOTE: All above referenced exhibits are on file in the Department of Planning & Development.

SECTION 2. Except where provided, nothing contained herein shall be construed to be an abridgment of any other ordinance of the City of Chandler.

SECTION 3. The Department of Planning and Development of the City of Chandler is hereby directed to enter such changes and amendments as may be necessary upon the Zoning Map of said Zoning Code in compliance with this ordinance.

INTRODUCED AND TENTATIVELY APPROVED by the City Council this 28th day of April, 19 88.

ATTEST:

Carolyn Deen
DEPUTY CITY CLERK

John P. O'Connell
MAYOR

PASSED AND ADOPTED by the City Council this 12th day of May, 19 88.

ATTEST:

Carolyn Deen
DEPUTY CITY CLERK

John P. O'Connell
MAYOR

C E R T I F I C A T I O N

I HEREBY CERTIFY that the above and foregoing Ordinance No. 1968 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 13th day of May, 1988, and that a quorum was present thereat.

Carolyn Dumas
DEPUTY CITY CLERK

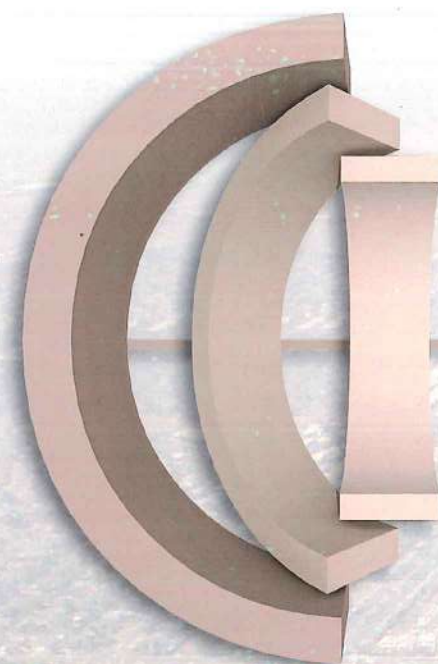
APPROVED AS TO FORM:

Maureen R. George
CITY ATTORNEY

PUBLISHED: May 20 + 27, 1988

#18

DEC 15 2005



CHANDLER CORPORATE CENTER

PRELIMINARY DEVELOPMENT PLAN AND MASTER DESIGN GUIDELINES

PHArchitecture
Patrick Hayes Architecture



RRS & Company



FILE COPY
CASE # PDPO5-0009
PLANNER: Kim Clark
APPROVED BY COUNCIL: 12/15/05

November 3, 2005

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- II. MASTER PLAN VIEWS
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- VI. SITE STANDARDS
- VII. PARKING
- VIII. SITE LIGHTING
- IX. SIGNAGE
- X. MEDISERVE PDP
- XI. OFFICE CONDO PDP
- XII. INDUSTRIAL/WAREHOUSE PDP
- XIII. FLEX OFFICE PDP

Introduction

The property is approximately 100 acres located at the northwest corner of McClintock Drive and Chandler Boulevard in the City of Chandler ("Property"). This is to request approval of a Preliminary Development Plan (PDP) on the approximate 75 acre portion of the property north and west of the existing Juniper Drive and Erie Street alignment. PDP(s) for the remaining approximate 25 acres will be submitted at a later date.

This PDP will establish the site plan, development standards and development guidelines for the property. The site plan(s) contained herein are conceptual only; the development shall be in conformance with the development intensity chart on page 7. The building elevations contained herein are typical office and typical employment/industrial buildings and are intended to establish a level of quality and guidelines for future review of building plans by City Staff.

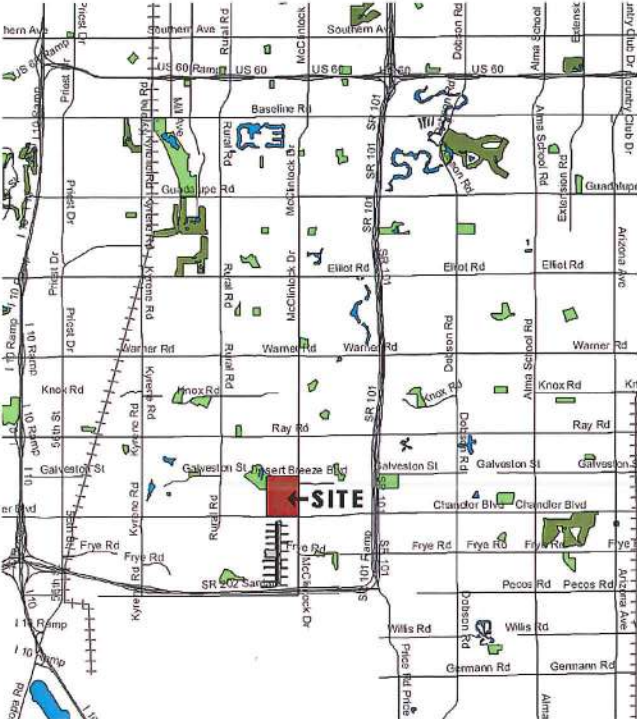
The zoning for the property approved in Case No. Z-88-018, and as set forth in Ordinance No. 1968, is now vested and final. The PDP submitted with this application is in substantial conformance with the stipulations set forth in Ordinance No. 1968.

This PDP is enhanced and superior to the current PDP on this property approved by the City Council on December 14, 2000. This PDP has less square footage and will therefore generate less traffic. In addition, the general sizes of the building footprints have been reduced in this PDP. The two-story building at the SWC of Desert Breeze Boulevard and McClintock Drive has been eliminated and replaced with a two-story office building at the far west portion of the property, adjacent to the park. All of the other buildings on the south frontage of Desert Breeze Boulevard (directly south of the existing single-family subdivision) will now be limited to one-story. Finally, all of the key elements of the current PDP have been retained and/or enhanced: (i) There is no vehicular access to Desert Breeze Boulevard; (ii) the 50' wide landscape setback along the south side of Desert Breeze Boulevard will be dedicated to the City as a lineal park to provide a connection between

McClintock Drive and Desert Breeze Park; (iii) entry way features shall be maintained and/or expanded upon, and (iv) landscape areas are designed and distributed throughout the property to provide a corporate setting and unified theme.

The intent of this document is to set forth and establish a Preliminary Development Plan (PDP) and development guidelines. Plans for individual buildings within the project shall be reviewed and approved administratively by staff.

It is anticipated that the first phase will include a Class A office building for MediServe Information Systems. MediServe has been a pioneer in clinical information systems for key departments of healthcare organizations since 1985 – creating solutions that provide both clinical and business impact for ancillary departments. The MediServe office building will set a standard for future development.



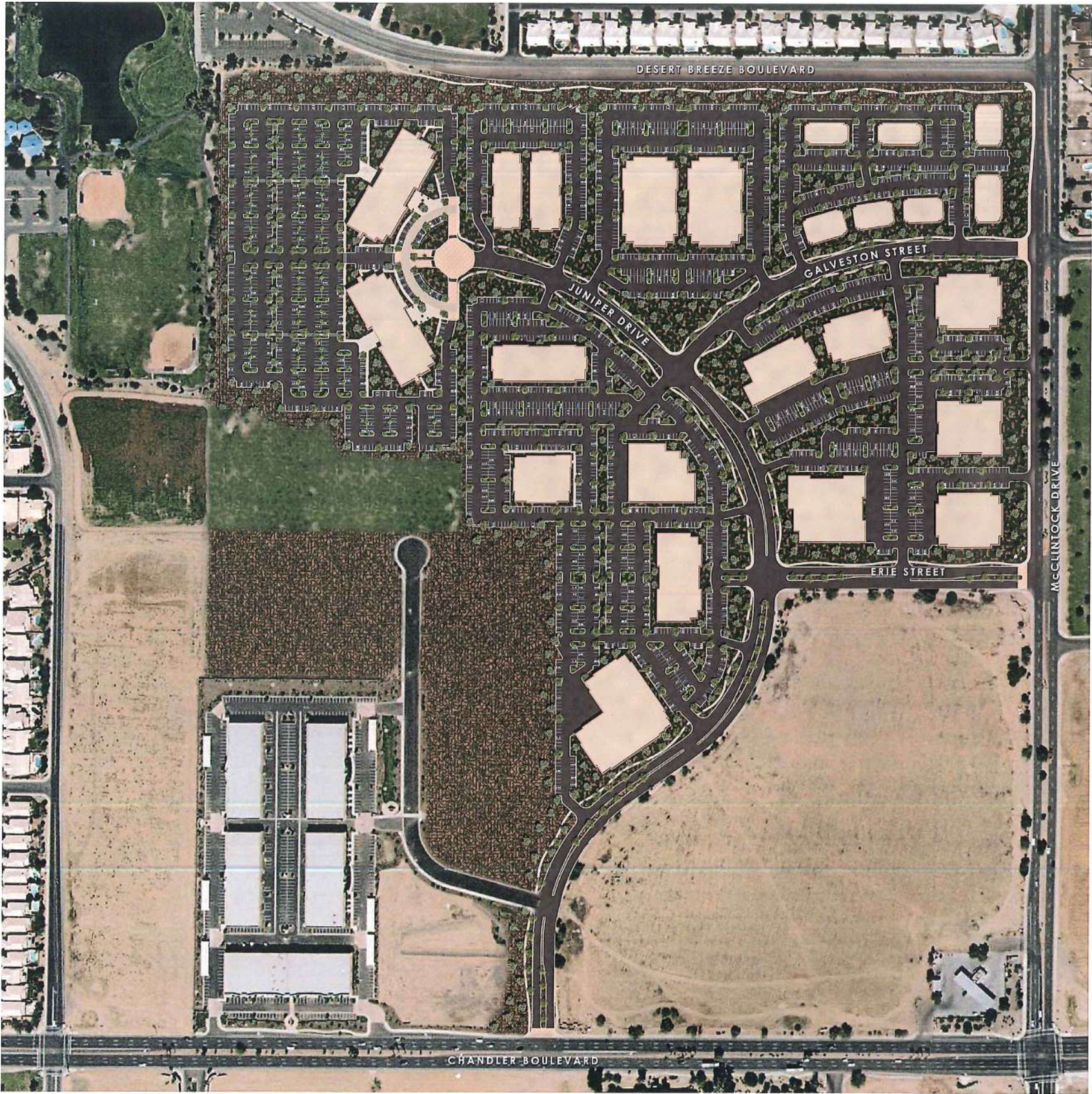
Vicinity Map



Context Plan



Proposed PDP Master Plan
(Current Owner for this submittal)







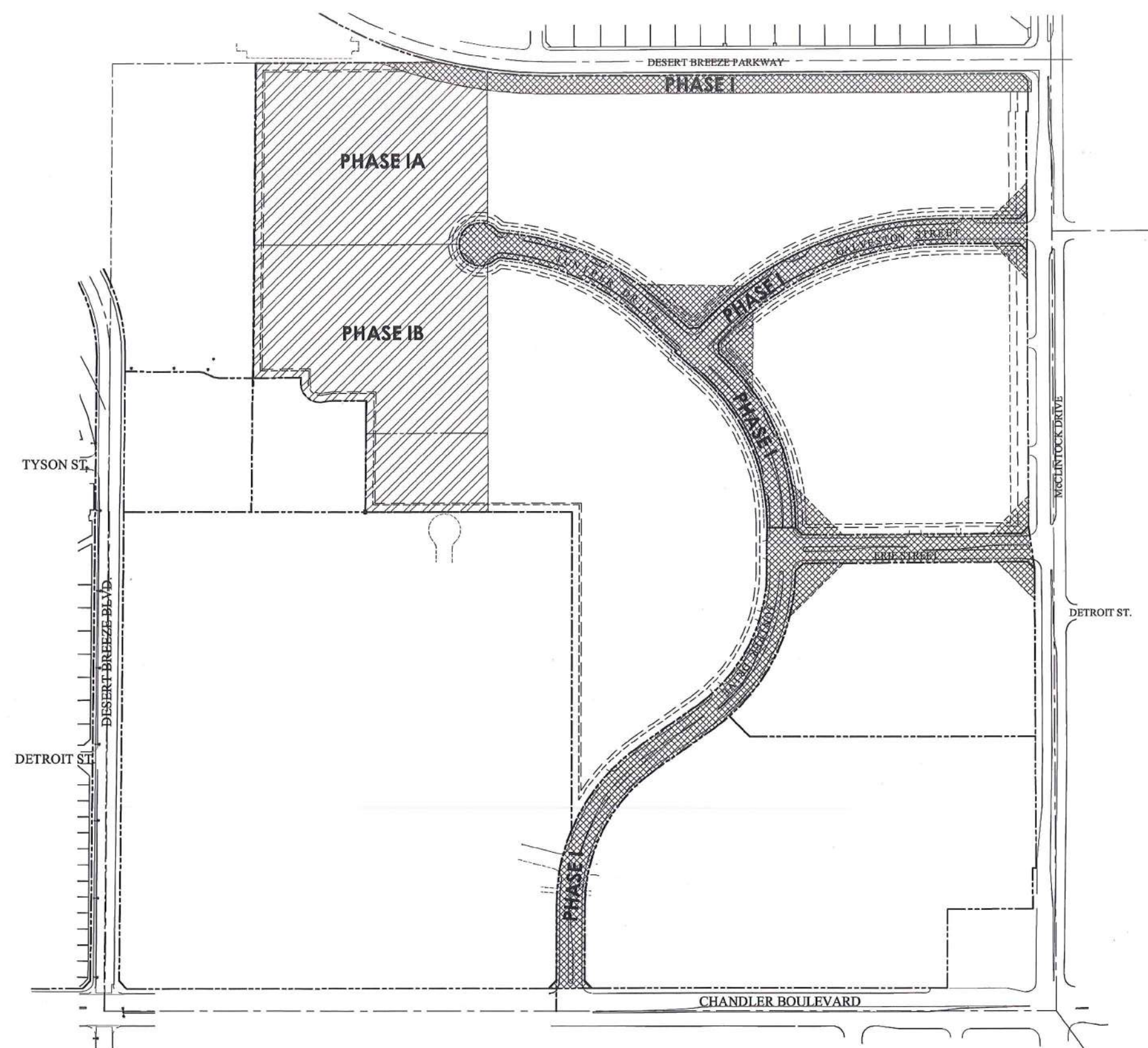
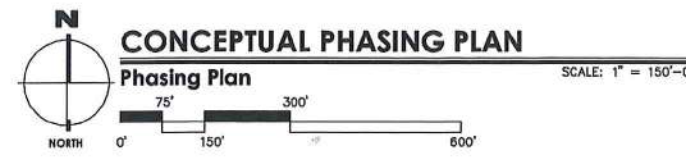
Aerial View



Aerial View



Conceptual Phase 1 Plan



Uses & Regulations

PERMITTED USES

1. Industrial/office/warehouse (Limited)

Any light industrial uses such as, but not limited to, office and research and development.

2. Industrial/Office/Warehouse (General)

Any use or similar use indicated by an "X" under the I-1 District on the "Table of Permitted Uses for Non-Residential Districts" [Article XXI of the Chandler Zoning Ordinance] and/or general offices shall be permitted.

3. Office

Industrial related offices (including general office uses).

4. Commercial

Industrial related businesses and personal services (including offices and uses further clarified by the City correspondence dated April 15, 1986 see in exhibit section).

DEVELOPMENT STANDARDS

All development must conform to the standards set forth in the I-1 District of the Chandler Zoning Ordinances or the standards set forth in this section, whichever is more restrictive.

HEIGHT AND AREA REGULATIONS

A. Heights

No building shall exceed thirty (30) feet in height at a thirty (30) foot front building setback line, except a building may exceed such height provided that at no point it projects above a line sloping inward and upward at a forty-five degree(45) angle commencing at the public R.O.W., except as limited by the Development Standards Chart.

B. Setbacks

1. Front Yard

Buildings shall be set back at least fifty (50) feet from the right-of-way line along arterial streets (Chandler Blvd., McClintock Dr., and Desert Breeze Blvd.); and at

least thirty (30) feet from the right-of-way line along all other streets. (Future right-of-way dedications for decel lanes, bus bays, etc., shall be allowed to encroach on the required setbacks.)

2. Side Yard

A minimum side yard of twelve (12) feet shall be required on one side of any lot or parcel not having rear or alley access. On multi-building projects with on-site drives suitable for fire lanes, the required side yard setbacks may be waived upon approval of the site development plan by the planning director and the fire chief. In all instances, a minimum fifty (50) foot side yard setback shall be required for industrial development when abutting residentially zoned property. (Ord. No. 1518, II, 8-1-85, Supp. No. 29, 2-26-87)

3. Rear Yard

Fifty (50) feet when abutting or adjacent to residential zoned property. No rear yard is required when a minimum six (6) foot masonry wall and/or building wall is constructed along the rear property line and provided also no access or servicing is permitted to the rear of the property. A rear yard of twenty-five (25) feet is required in all other instances.

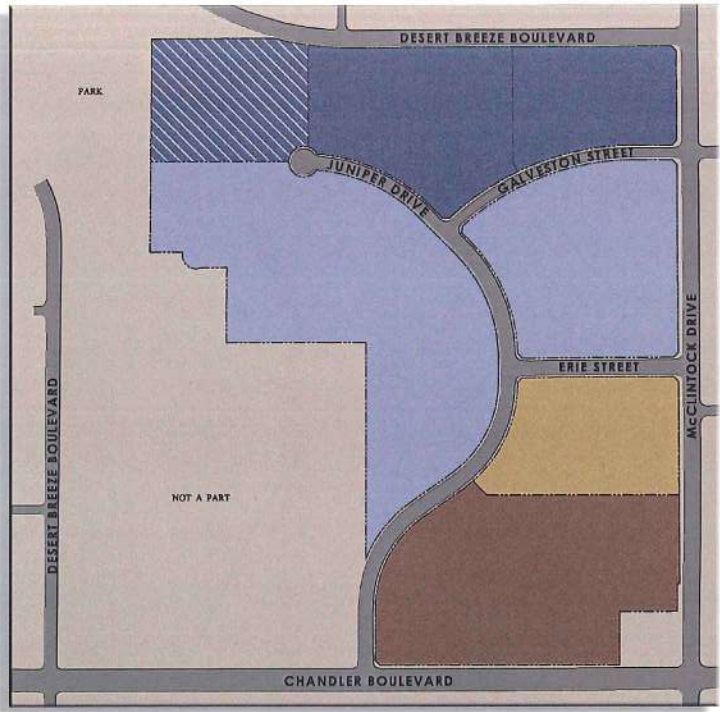
DEFINITIONS AND TERMS

Common Access Easement – An easement contained on the Subdivision Plat which provides for common ingress and egress over two adjacent lots.

Lot Coverage – The percent total derived by dividing the net building "footprint" into the net site area.

Ordinance – City of Chandler's Zoning Ordinance in place at the time of the City Council's approval of this Preliminary Development Plan.

PRELIMINARY DEVELOPMENT PLAN - LAND USE MAP



ZONING	BLDG HGTS/ # STORIES	BUILDING SETBACKS	MAX. LOT COVERAGE**
INDUSTRIAL/OFFICE/WAREHOUSE (LIMITED)	30'/1 STORY	STREET 30' * SIDE 12' REAR 30'	35%
INDUSTRIAL/OFFICE/WAREHOUSE (LIMITED)	35'/2 STORIES		35%
INDUSTRIAL/OFFICE/WAREHOUSE (GENERAL)	35'/2 STORIES	STREET 30' * SIDE 12' REAR 25'	40%
OFFICE	45'/3 STORIES	STREET 30' * SIDE 12' REAR 25'	35%
COMMERCIAL	45'/3 STORIES	STREET 30' * SIDE 12' REAR 25'	35%

*50' setback along arterial streets

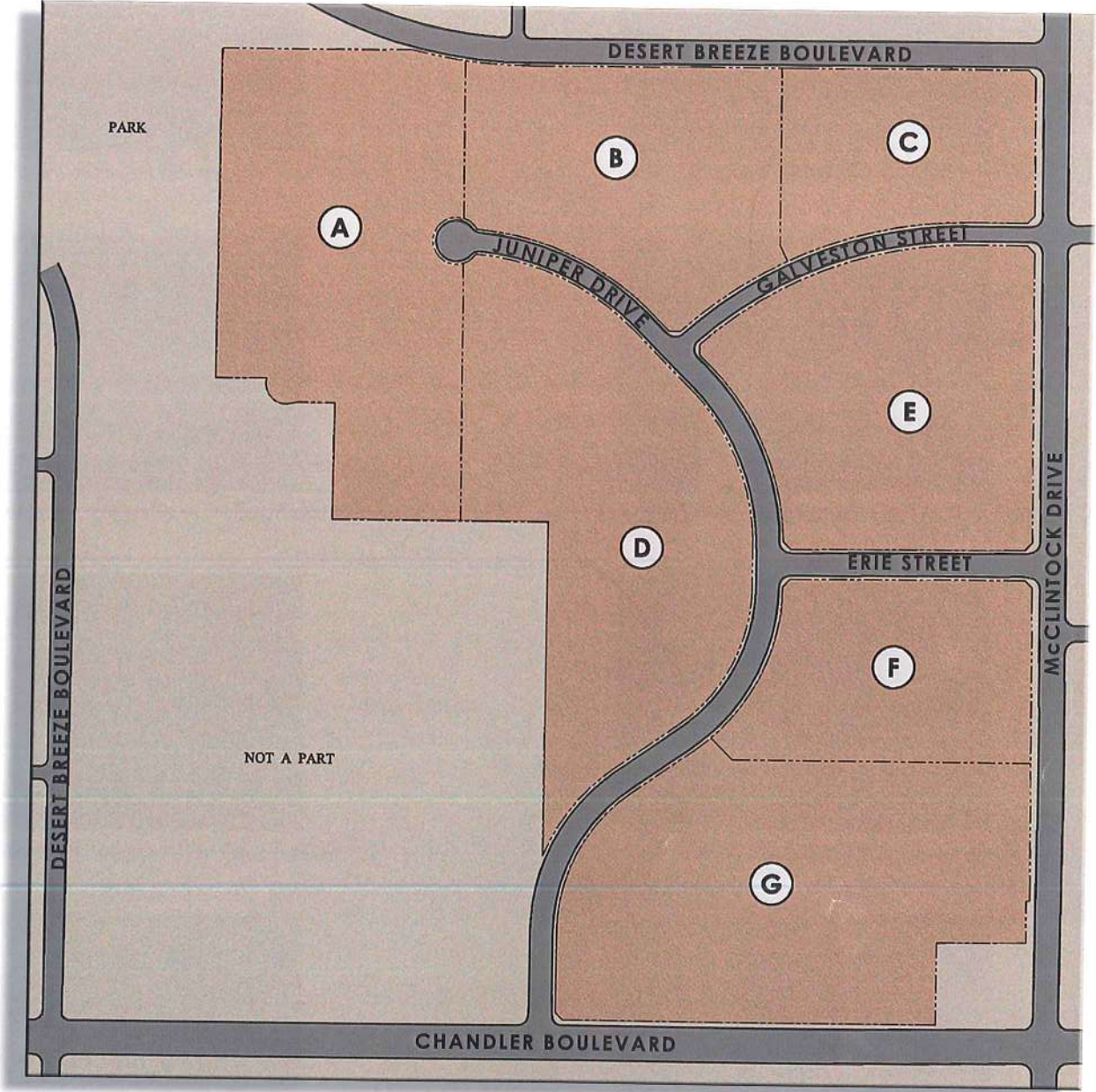
**Exclusive of parking structures and canopies

Intensity & Lot Use

No building(s) shall occupy more than forty(40) percent of the lot area, exclusive of parking structures and canopies. (Per Ord. No. 1513, §II, 8-1-85, Supp. No. 29, 2-26-87), except as limited by the Development Standards Chart.

DEVELOPMENT SITE PLAN AND INTENSITY OF LOT USE CHART

	MINIMUM NUMBER OF BUILDINGS	MAXIMUM BUILDING FOOTPRINT	TOTAL MAXIMUM S.F.
PARCEL A	2	80,000 S.F.	175,000 S.F.
PARCEL B	3	72,000 S.F.	120,000 S.F.
PARCEL C	2	35,000 S.F.	75,000 S.F.
PARCEL D	3	75,000 S.F.	240,000 S.F.
PARCEL E	3	85,000 S.F.	190,000 S.F.
PARCEL F	1	90,000 S.F.	130,000 S.F.
PARCEL G OFFICE/INDUSTRIAL RETAIL	2 2	100,000 S.F. 25,000 S.F.	300,000 S.F. 50,000 S.F.



Architectural Design Standards

It is the intent of the Guidelines to cause the creation of an attractive, high quality development incorporating a variety of architectural styles, but with emphasis on a business park environment appearance.

APPROVED MATERIALS

- Common clay brick
- Architectural metal (e.g., Alucobond™)
- Poured in place, tilt-up or precast concrete provided that surfaces must be painted or have exposed aggregate finish (color and texture of exposed aggregate must be approved).
- Stucco or “dryvit” type systems provided that finishes must be smooth or sand finish.
- Integrally colored concrete block, smooth face and/or split-face units.
- Granite, marble or other natural stone.
- Ceramic tile.
- Sloped roofs may be flat concrete tile or architectural metal.

APPROVED COLOR PALETTE

Colors and like materials should be used to create visual harmony within Chandler Corporate Center.

Approved colors include:

- Desert hues and other “earth tones” including light brown, cream, tan, warm grays, brick-tones.
- Muted shades of blue, mauve, lavender.
- Off-white
- Colors appearing in natural stone utilized in buildings.

PROHIBITED MATERIALS AND COLOR PALETTES

Materials and colors not permitted include:

- Wood, except for very limited amounts of trim
- Corrugated metal and pre-engineered metal-sided buildings
- Bright colors such as orange, red, blue, green, yellow, purple, and similar colors, except for accenting purposes.
- Spanish or mission-type barrel roof tile.

BLOCK SAMPLES



Acme Block - Apache Brown (Or Equivalent)



Acme Block - Granite (Or Equivalent)



Acme Block - Charcoal (Or Equivalent)



Acme Block - Terra Cotta (Or Equivalent)



Acme Block - Pewter (Or Equivalent)



Acme Block - Copperstone (Or Equivalent)



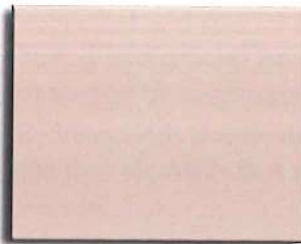
Acme Block - Lonestar (Or Equivalent)



Acme Block - Saddle Tan (Or Equivalent)

Color Samples

COLOR PALETTE 1



FRAZEE PAINT
DESERT TUMBLEWEED
8723M



FRAZEE PAINT
SLIVERED BARK
8314M



FRAZEE PAINT
RAVENWOOD
8315D



FRAZEE PAINT
MANGANESE
8826N

COLOR PALETTE 2



FRAZEE PAINT
NORTHERN PLAINS
8242W



FRAZEE PAINT
COPPER SPRINGS
8244D

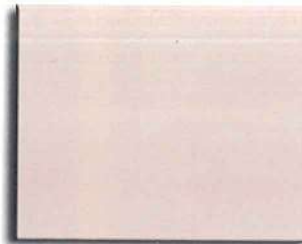


FRAZEE PAINT
OCHRE RUST
8245A



FRAZEE PAINT
SWEET EARTH
8256N

COLOR PALETTE 3



FRAZEE PAINT
STAGHORN
8731W



FRAZEE PAINT
DAPLIN
8234M



FRAZEE PAINT
AUTUMN WHEAT
8225D



FRAZEE PAINT
OCTOBER OAK
8226N

COLOR PALETTE 4



FRAZEE PAINT
STUCCO GREIGE
8693M



FRAZEE PAINT
SAWYER'S FENCE
8231W



FRAZEE PAINT
LULLED BEIGE
8232W



FRAZEE PAINT
CRISP KHAKI
8233M



FRAZEE PAINT
BRUSH BOX
8235D

BUILDING DETAILS

- Building details should reflect contemporary order of architecture.
- Building entries should be recessed and defined with special architectural features such as canopies, upgraded and special architectural treatments. Paving and ground treatment should be articulated and upgraded with special complimentary materials.
- Building walls should extend beyond the footprint with site wall elements that visually anchor the building to the site.
- Deep recesses or architectural treatment should be incorporated into exterior walls to articulate the facade.
- Building mass and scale should be sensitive to sit context and the desert environment and unify the project.
- Expansive building masses should be avoided. The architectural concept should be maintained in the architectural appointments and details.
- Pedestrian access should be integrated into the site and landscape.
- Architectural elements should complement the building aesthetics.
- A sense of arrival should enhance the project.

2-STORY BUILDING ENTRY DETAILS



1-STORY BUILDING ENTRY DETAILS



SITE DEVELOPMENT

- The building should be visually integrated with the site and its context by utilizing form, materials and colors that harmonize with the site and surrounding environment.
- A balance should be created between the building and its open space. Buildings should establish a hierarchy of spatial definition.
- Buildings should be planned with respect to solar orientation and views, employing a geometry sympathetic to its site and surroundings.

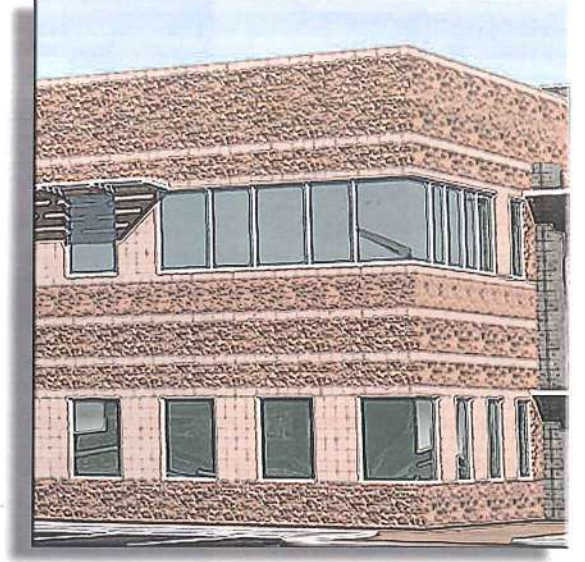
MASS AND SCALE

- Buildings should be clean, orderly and of a timeless expression, reflection the human scale. Buildings should be sensitive to the streetscape and adjacent developments.
- Building height, parking and open space shall comply with the City of Chandler Zoning Ordinance, or with the specific stipulations contained within individual zoning cases for each parcel or project.
- Building mass and form should create an orderly sense and be sensitive to surrounding forms.
- Rooftop equipment screening should integrate into the building mass and form, and should be constructed of similar or complementary materials.

MATERIALS

- Exterior materials should be of a high quality and reflect their Sonoran Desert setting. They should possess properties which age and weather with dignity, enhancing the aesthetic quality of the building.
- Materials should include natural stone, precast concrete, brick, colored and/or textured concrete masonry units or smooth or sand finish stucco. If the use of stucco is employed, a wainscot of a higher quality material should be incorporated for aesthetics and durability.
- Building elevations should be designed with all building elevations reflecting a similar aesthetic. The elevations may vary according to their respective exposure and orientation.
- Colors should reflect the desert environment and complement adjacent development.

2-STORY BUILDING CORNER DETAILS



1-STORY BUILDING CORNER DETAILS



ARCHITECTURAL
DESIGN CHARACTER



The images represented on this page are conceptual and for illustrative purposes only. They are intended to establish the character of the development and a certain level of quality. Each individual development will establish its own design consistent with these images.

ARCHITECTURAL
DESIGN CHARACTER



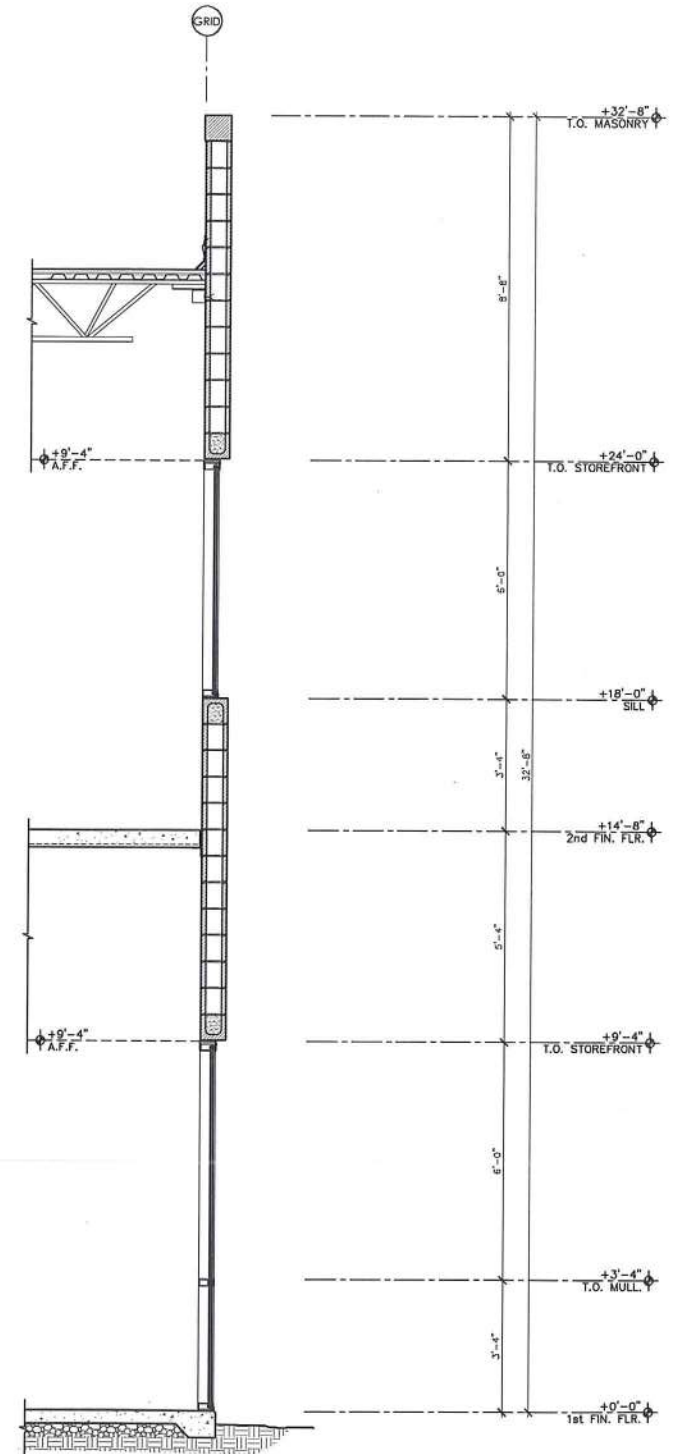
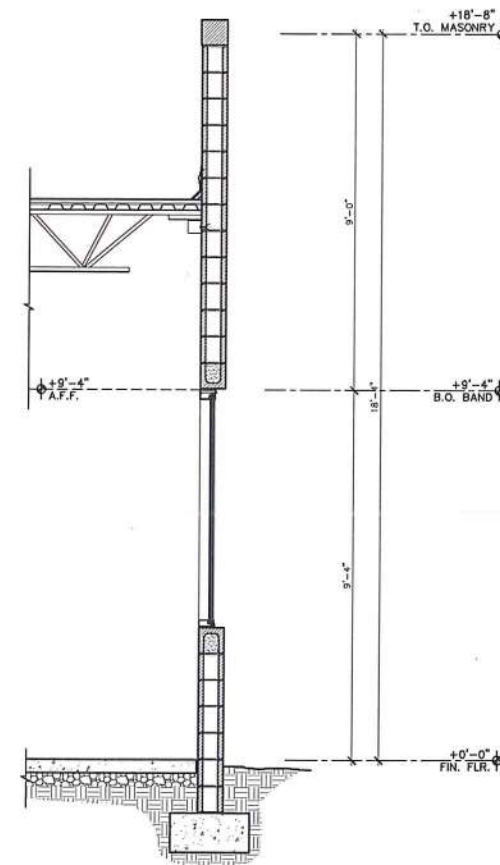
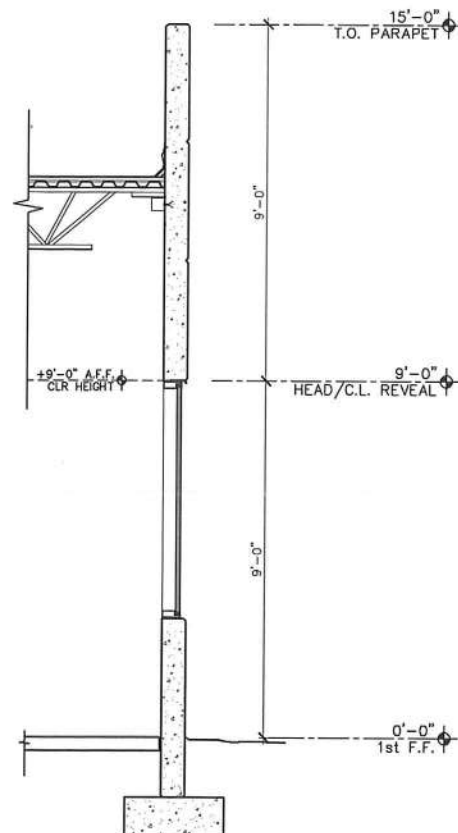
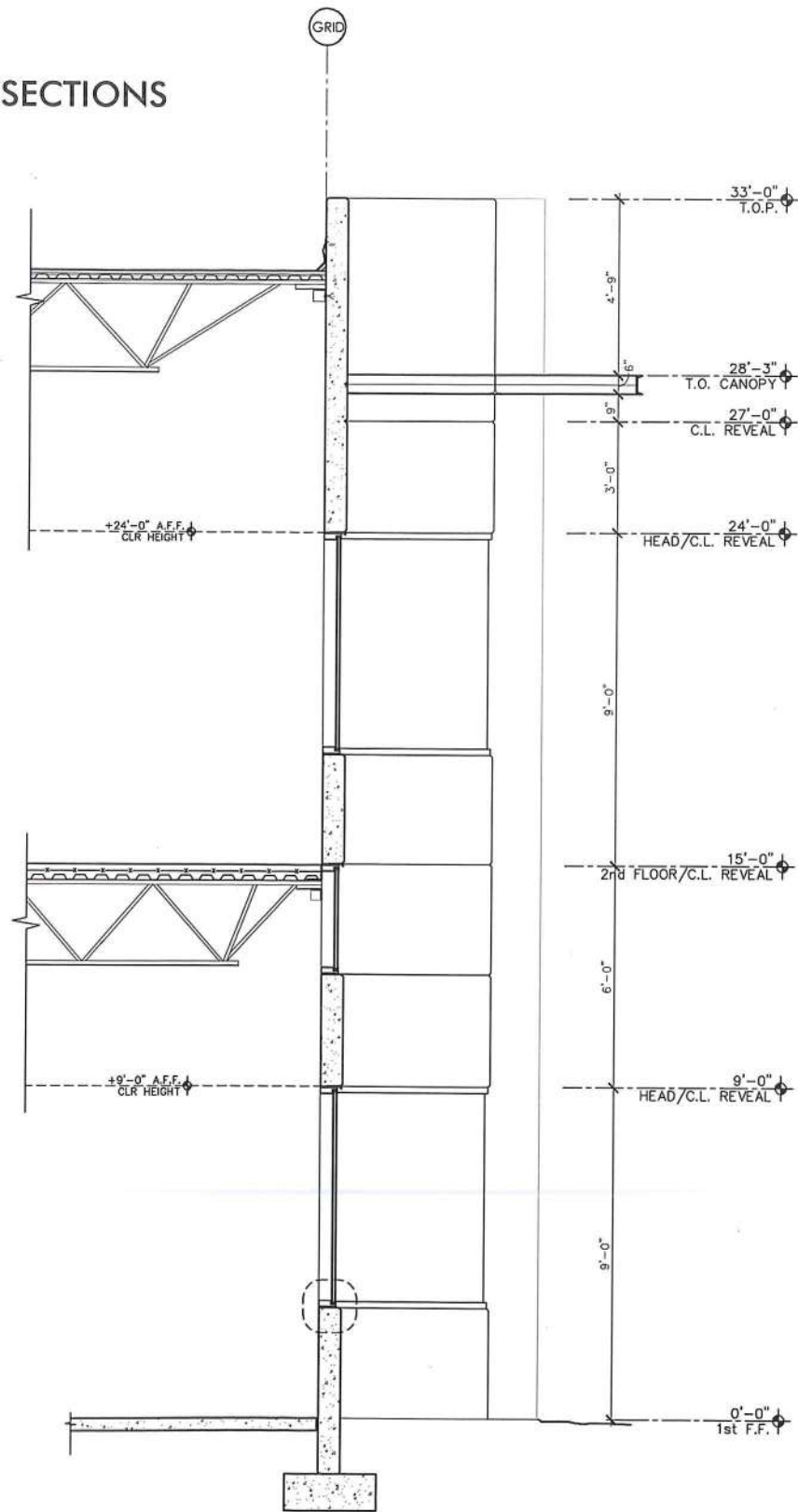
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TYPICAL WALL SECTIONS



Landscape Design Standards

OVERVIEW

The Chandler Corporate Center landscape theme is intended to contribute to a continuity of design for this mixed use project.

The interior streetscape theme which is required for properties fronting the arterial streets and interior roads also provides a sense of community through creating a shaded street and sidewalk.

The project shall have a lush desert appearance all year round using drought tolerant plant material combined with minimal use of turf areas. Utilize only those plants on the "Low Water Use Plant List".

Turf shall not exceed 10% of total landscape areas or each individual development.

At a minimum of 3 years growth, no non-turf areas shall have ground areas not covered by shrub and on-ground cover areas that exceed 7 square feet between plant materials.

The use of seasonal color is encouraged at main building areas.

A. APPROVED PLANT SELECTION

The following is a preliminary approved plant list composed of plant materials that have low water requirements. It is the intent of the guidelines to present a consistent selection of plant materials throughout the entire development. Additional plant material may be considered on a case by case basis.

The use of large non-vegetated areas is not permitted. In landscape areas where turf is not used, a minimum of 50% of the total area must be planted with shrubs and vegetative ground covers.

TREES

50% 24" box, 25% 36" Box, 25% 48" Box. All trees between parking areas and back of curb along the street shall be a minimum of 24" box size.

Common Name
Sonoran Palo Verde
Shoestring Acacia
Chilean Mesquite
Saguaro
Willow Acacia
Sweet Acacia
Palo Verde
Ironwood
Mondel Pine
Date Palm
Mexican Fan Palm
Feather Acacia
Evergreen Elm
Narrow-Leaf Gimlet

Botanical
Cercidium Praecox
Acacia Stenophylla
Prosopis Chilensis
Carnegia Gigantea
Acacia Salicina
Acacia Smallii
Cercidium
Oneya Tesota
Pinus Elderica
Phoenix Dactylifera
Washingtonia Robusta
Acacia Berlandieri
Ulmus Parvifolia
Eucalyptus Spathulata

SHRUBS

5 gallon minimum

Common name
Bougainvillea
Sage
Cassia
Petite Oleander
Bird Of Paradise
Bush Morning Glory
Trailing Acacia

Botanical
Bougainvillea Sp.
Leucophyllum Sp.
Cassia Sp.
Nerium Oleander "Petite Pink"
Caesalpinia Sp.
Convovulus Cneorum
g.c. Acacia Redolen
"Desert Carpet"
Ruellia Sp.
Dasylirion Wheelerii
Dodonaea Viscosa
Green Cloud
Nandina Domestica
Thevetia Peruviana
Hesperaloe Parviflora

INORGANIC MATERIALS

Decomposed Granite –
½" Minus Walker Butte "Red"
6"x6" Concrete Header
Granite Rip Rap, Rip Rap – 1" To 6" Walker Butte "Red"

ACCENTS

5 gallon/1 gallon

Common Name
Boulders (Granite)
Desert Spoon
Red Yucca
Agave
Prickly Pear
Seasonal Color

Botanical
3'x3'x3' (min.) Surface Select
Dasylirion Wheelerii
Hesperaloe Parviflora
Agave Sp.
Opuntia Sp.
Annuals

GROUND COVERS

Plant Material 1 gallon minimum

Common Name
Morning Glory
Trailing Ruellia
Lantana
Dwarf Trailing Acacia

Botanical
Convovulus Sp.
Ruellia "Katie"
Lantana Sp.
Acacia Redolens
"New Dwarf"
Baccharis "Centennial"
Verbena
Turf Mid-Iron

B. PROHIBITED PLANT LIST

Except as may already exist

Common Name
Mulberry
Cypress
Cottonwood
Arborvitae
Olive (Fruitless exempt)
Sycamore
Tamarisk
Eucalyptus
Carob Tree
Pecan
Walnut
Willow
Silk Oak
Tree Of Heaven
Russian Olive
Cedar
China-berry Tree
Siberian Elm
Parkinsonia aculeata

Botanical
Morus Alba
Cupressus (All Species)
Populus
Thuja
Olea europaea

Platanus
Tamarix
Eucalyptus rudis
Ceratonia siligua
Carya illinoensis
Julians
Salix babylonica
Grevillea robusta
Ailanthus altissima
Elaeagnus angustifolia
Cedrus
Melia
Ulmus pumila

C. COMMON LANDSCAPE AREAS

A standard landscape design for such common landscape areas has been adopted, to which all Owners having properties in such common Landscape Areas shall adhere to.

A 60% dominant tree (Palo Brea) and shrub (Rio Bravo Sage) has been selected for the common areas which are to be massed in groups of three (3) or more. Shrub spacing should be sufficient to allowed plants to reach their natural mature size and form.

Front yard/street rights-of-way along twenty foot (20) setback areas must include one (1) tree and six (6) shrubs per thirty (30) lineal feet plus shrub and ground coverage of fifty percent (50%) of area.

Provide intersection landscape setbacks per Section 19022(4)(a) 2, Zoning Code. Intersection setback areas must include 1 tree and 6 shrubs per 800 square feet plus shrub and ground coverage of fifty percent (50%) of area.

Street frontage areas must be graded to natural and pleasing ground forms. A maximum of fifty percent (50%) of street frontage landscape area may be used for storm water retention. Soil excavated for retention basins must be used to create complimentary earth mounds.

No turf is allowed within rights-of-way. Turf permitted as a percent of the total landscape area on site as follows:

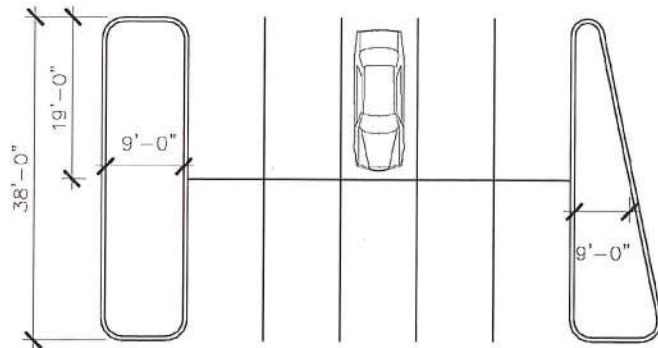
Commercial/Office/Industrial: 10%

Common Open Space/Retention Basins: 40%

PARKING LOT LANDSCAPING

A minimum of ten percent (10%) of the interior surface area of all parking lots shall be landscaped. Landscaping shall be provided within all parking lots in accordance with the following requirements:

- Parking lot landscaping shall consist of parking islands, uniformly distributed throughout the parking area, a minimum of nine (9) feet in width and protected by raised curbs, at a minimum of one (1) planter and two (2) diamond planters every ten (10) spaces for commercial/office use; and one (1) planter and two (2) diamond planters every twenty (20) spaces for industrial use.



- Normal size single-row planter islands (9 x 19 feet) shall contain a minimum of one (1) tree and five (5) shrubs. Trees must be planted in all parking lots. A minimum of one (1) 15-gallon tree and five (5) 5-gallon shrubs for each island.
- Double row planter islands (9 x 38 feet) shall contain a minimum of two (2) trees and ten (10) shrubs.

- Planter islands larger than those described above, as needed to meet the ten percent (10%) landscaping requirement, shall contain one (1) additional shrub per each additional twenty-five (25) square feet of area. Trees shall have a minimum clear canopy distance of five (5) feet.
- Parking lot trees must have a minimum clear canopy distance of five (5) feet.
- Landscaping adjacent to the building, project perimeter and street trees may not be counted as parking lot landscaping.
- A curb or bumper guard at least six inches (6") in height shall be installed so that no part of any vehicle extends into any landscaped setbacks or areas required by Chandler ordinances or beyond a property line.
- A minimum of fifty percent (50%) of the landscaped areas are to be planted with vegetative ground cover. Minimum size and spacing to be (1) 1-gallon size plants at a maximum three (3) feet on center.

SIDEWALKS

Where vehicles extend into or overhang any walkway, a minimum five (5) feet wide sidewalk shall be installed.

BICYCLE PROVISIONS

Provision shall be made for bicycle storage as appropriate to any specific development. Submit details and show location(s) on site plan.

IRRIGATION SYSTEM

All irrigation systems shall be below ground, fully automated systems in compliance with all building code requirements. Use of water conserving systems such as drip irrigation for shrub and tree planting is encouraged.

All backflow control devices are to be located or screened so that they are not visible from public streets or parking lots.

Irrigation systems are to be kept in proper working condition.

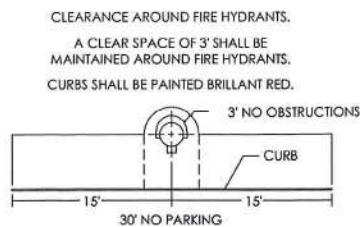
Owners shall adjust, repair and clean such systems on a regular basis.

MAINTENANCE OF LANDSCAPING

Common Landscape Areas shall be maintained by the Association.

Site landscape areas shall be maintained by the Owner:

- All plantings shall be maintained in healthy growing condition. Fertilization, cultivation and pruning shall be carried out on a regular basis.
- Dead or dying plants shall be removed and replaced promptly.
- All plantings are to be irrigated as often as necessary to provide healthy growing conditions.
- All lawns shall be kept neat and mowed to a maximum height of two inches.



CITY OF CHANDLER LANDSCAPE NOTES:

ALL PLANT MATERIALS ARE GUARANTEED FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF FINAL APPROVAL BY THE CITY. ANY PLANT MATERIALS WHICH ARE NOT APPROVED BY THE CITY PRIOR TO OCTOBER 1 OF THE CALENDAR YEAR OF WHICH THEY ARE INSTALLED, SHALL BE FURTHER GUARANTEED UNTIL MAY 20 OF THE FOLLOWING CALENDAR YEAR.

TREES, SHRUBS, GROUND COVER AND TURF WHICH HAVE TO BE REPLACED UNDER TERMS OF THE GUARANTEE, SHALL BE GUARANTEED FOR AN ADDITIONAL 60 DAYS FROM THE DATE OF REPLACEMENT.

ALL PLANT MATERIALS MUST BE MAINTAINED IN HEALTH AND VIGOR AND BE ALLOWED TO ATTAIN NATURAL SIZE AND SHAPE IN ACCORDANCE WITH THE ORIGINALLY APPROVED LANDSCAPE PLAN.

PARKING LOT TREES ARE TO HAVE A MINIMUM CLEAR CANOPY DISTANCE OF FIVE (5) FEET.

THE FINISH GRADE TOP OF GRANITE IS TO BE 1 1/2" BELOW THE TOP OF SIDEWALKS OR ANY OTHER PAVED SURFACE.

ALL SITE IMPROVEMENTS, INCLUDING LANDSCAPE AND SITE CLEANUP MUST BE COMPLETED PRIOR TO CERTIFICATE OF OCCUPANCY FOR ANY BUILDING WITHIN A PHASE.

FINISH GRADE OF LANDSCAPE AREAS (TOP OF TURF OR D.G.) MUST BE GRADED TO 1-1/2" BELOW CONCRETE OR OTHER PAVED SURFACES.

ALL TREES SHALL COMPLY WITH THE LATEST AMENDED EDITION OF THE 'ARIZONA NURSERY ASSOCIATION-RECOMMENDED TREE SPECIFICATIONS'. SEE SECTION 1903(6) (A) ZONING CODE.

THERE SHALL BE NO OBSTRUCTION OF SITE SIGNAGE BY LANDSCAPE PLANT MATERIAL, AND THAT SUCH MUST BE RELOCATED/CORRECTED BEFORE THE FIELD INSPECTOR WILL ACCEPT/PASS THE SIGN IN THE FIELD OR ISSUE AN CERTIFICATE OF OCCUPANCY FOR A PROJECT

DOUBLE ROW PLANTERS ISLANDS [9' X 38'] MUST CONTAIN A MIN. OF 2 TREES AND 10 [5 GALLON] SHRUBS AND 1 ADDITIONAL SHRUB FOR EVERY 25 FEET

PARKING LOT TREES MUST HAVE A MIN. CLEAR CANOPY DISTANCE OF 5' SEE SECTION 1903 (6) (c) [4] ZONING CODE

TREES MUST BE PLACED MIN. OF 5' FROM SIDEWALKS. PUBLIC ACCESS WAYS SHRUBS MUST BE AT MATURITY, 3' FROM ALL SIDES OF A F.H INDICATES HYDRATE LOCATIONS.

ALL SITE IMPROVEMENTS, INCLUDING LANDSCAPE AND SITE CLEAN UP MUST BE COMPLETED PRIOR TO CERTIFICATE OF OCCUPANCY FOR ANY BUILDING WITHIN A PHASE

ALL LANDSCAPING SHALL BE MAINTAINED BY THE LANDOWNER OR THE LESSOR

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

REGISTERED LANDSCAPE ARCHITECT DATE



LANDSCAPE LEGEND

	HEIGHT	WIDTH	CALIPER
CERCIDIUM FLORIDUM BLUE PALO VERDE 24" BOX	6.0	2.0	0.75
CERCIDIUM PRAECOX PALO BREA 24" BOX	7.0	4.0	1.50
PROSOPIS CHILENSIS CHILEAN MESQUITE (THORNLESS) 24" BOX	8.0	4.0	1.50
ONLEYA TESOTA IRONWOOD 24" BOX	6.0	3.0	1.25
ACAICA STENOPHYLLA SHOESTRING ACACIA 36" BOX	13.0	6.0	2.50
ACAICA STENOPHYLLA SHOESTRING ACACIA 15 GALLON	7.0	2.5	0.75
PROPOSED SALVAGED TREE FROM FUTURE PLANT INVENTORY	VARIES	VARIES	
WASHINGTONIA ROBUSTA MEXICAN FAN PALM 20" TRUNK FT (SKINNED)	20.0		
RUELLIA PENINSULARIS BAJA RUELLA 5 GALLON			
NERIUM OLENDER 'PETITE PINK' PETITE PINK 5 GALLON			
LEUCOPHYLLUM FRUTESCENS 'GREEN CLOUD SAGE' 5 GALLON			
LEUCOPHYLLUM CANDIDUM SILVER CLOUD SAGE 5 GALLON			
LANTANA MONTEVIDENSIS 'GOLD MOUND' 1 GALLON			
LANTANA MONTEVIDENSIS 'TRAILING PURPLE' 1 GALLON			
DALEA GREGGII TRAILING DALEA 1 GALLON			
1/2" MINUS WALKER BUTTE 'RED' DECOMPOSED GRANITE 2" DEPTH IN ALL LANDSCAPE AREAS			
AGAVE WEBERII AGAVE 5 GALLON			
HESPERALOE PARVIFLORA RED YUCCA 5 GALLON			
CAESALPINIA MEXICANA MEXICAN BIRD OF PARADISE 5 GALLON			
ACAICA REDOLENS DESERT CARPET 5 GALLON			
AMBROSIA DELTOIDEA BURSAGE 5 GALLON			
BAILEYA MULTIRADIATA DESERT MARIGOLD 1 GALLON			
ENCELIA FARINOSA BRITTLE BUSH 5 GALLON			
JUSTICIA CALIFORNICA CHUPAROSA 5 GALLON			
LARREA TRIDENTATA CREOSOTE BUSH 5 GALLON			
VERBENA RIGIDA SANDPAPER VERBENA 1 GALLON			
YUCCA BACCATA BANANA YUCCA 5 GALLON			



T.J. McQUEEN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
SITE PLANNING
1121 East Missouri Ave., Suite 218
Phoenix, Arizona 85014
(E-MAIL) tmmcqueen@tjma.net
(602) 265-0320
FAX 265-6619



PHArchitecture
Patrick Hayes Architecture



11.03.05

Page 19



LANDSCAPE LEGEND

	HEIGHT	WIDTH	CALIPER
CERCIDIUM FLORIDUM BLUE PALO VERDE 24" BOX	6.0	2.0	0.75
CERCIDIUM PRAECOX PALO BREA 24" BOX	7.0	4.0	1.50
PROSOPIS CHILENSIS CHILEAN MESQUITE (THORNLESS) 24" BOX	8.0	4.0	1.50
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ACAICA STENOPHYLLA SHOESTRING ACACIA 36" BOX	13.0	6.0	2.50
ACAICA STENOPHYLLA SHOESTRING ACACIA 15 GALLON	7.0	2.5	0.75
PROPOSED SALVAGED TREE FROM FUTURE PLANT INVENTORY	VARIES	VARIES	
WASHINGTONIA ROBUSTA MEXICAN FAN PALM 20' TRUNK FT (SKINNED)	20.0		

RUELLIA PENINSULARIS BAJA RUELLA 5 GALLON
NERIUM OLEANDER 'PETITE PINK' PETITE PINK 5 GALLON
LEUCOPHYLLUM FRUTESCENS 'GREEN CLOUD SAGE' 5 GALLON
LEUCOPHYLLUM CANDIDUM SILVER CLOUD SAGE 5 GALLON
LANTANA MONTEVIDENSIS 'GOLD MOUND' 1 GALLON
LANTANA MONTEVIDENSIS 'TRAILING PURPLE' 1 GALLON
DALEA GREGGII TRAILING DALEA 1 GALLON

AMBROSIA DELTOIDEA BURSAGE 5 GALLON
BAILEYA MULTIRADIATA DESERT MARIGOLD 1 GALLON
ENCELIA FARINOSA BRITTLE BUSH 5 GALLON
JUSTICIA CALIFORNICA CHUPAROSA 5 GALLON
LARREA TRIDENTATA CREOSOTE BUSH 5 GALLON
VERBENA RIGIDA SANDPAPER VERBENA 1 GALLON
YUCCA BACCATA BANANA YUCCA 5 GALLON
SAGUARO SAGUARO 3 ARM MIN.

1/2" MINUS WALKER BUTTE 'RED' DECOMPOSED GRANITE 2" DEPTH IN ALL LANDSCAPE AREAS
AGAVE WEBERII AGAVE 5 GALLON
HESPERALOE PARVIFLORA RED YUCCA 5 GALLON
CAESALPINIA MEXICANA MEXICAN BIRD OF PARADISE 5 GALLON
ACAICA REDOLENS DESERT CARPET 5 GALLON
MID-IRON TURF SOD
3'x3'x3' SURFACE SELECT GRANITE BOULDER MINIMUM 2000lbs EACH
6" EXTRUDED CURB CONCRETE HEADER SEE DETAIL



NORTH
LANDSCAPE PLAN

SCALE: 1" = 30'-0"



T.J. McQUEEN & ASSOCIATES, INC.
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FAX 266-6619

Site Standards

SITE GRADING

- Site grading shall provide positive drainage
- No slopes shall be steeper than 4-to-1 unless adequate erosion control is provided. Where space limitations demand, terracing with approved retaining walls shall be utilized.
- The retention areas shall not occupy more than 50% of the on-site street frontage landscape area.
- Where retaining walls are used, they shall be of materials compatible with the building architecture and/or details contained within these guidelines with City Engineer approval.
- Berms, channels, swales, and the like shall be built as an integral part of the grading and paved surface and designed with smooth transitions between changes in slope.
- Grading must provide for retention of all water falling on the site, and for controlled release as allowed in the City Zoning Ordinance.

EQUIPMENT

All roof-mounted equipment and ventilators shall be completely screened as required by the City of Chandler.

Ground-mounted mechanical equipment must be painted to match the screen walls or adjacent wall material/color. No wall-mounted equipment shall be permitted on the front or sides of any such building. Ground-mounted equipment shall be permitted on the front or sides of any such building. Ground-mounted building electrical or mechanical equipment will be allowed only in side or rear yards, and must be screened from view by walls and landscaping. No ground-mounted equipment will be permitted between any street and the respective building setback line.

Storage tanks and process equipment will be allowed only in side or rear yards of lots. Such tanks and equipment must be located where they will not be visible to the public and must be screened by screen walls and/or landscaping. No storage tanks or process equipment shall be located between any street and the respective building setback line. No tanks will be allowed along Desert Breeze. All screen walls shall be of similar material and color to the building.

UTILITY LINES AND ANTENNAE

No antenna larger than three (3) feet in diameter for the transmission or reception of telephone, television, microwave, or radio signals shall be placed on any building or other improvement on any lot within 300 feet of Desert Breeze Blvd. Special attention shall also be given to properly screen any such antenna from Desert Breeze Blvd.

Nothing contained herein shall be deemed to forbid the erection or use of temporary power or telephone facilities incidental to the construction or repair of improvements on any lot.

No cesspool, septic tank, sewage or hazardous waste disposal facility shall be erected or maintained upon a site.

All utility appurtenances within a site, including telephone pedestals, utility meters, transformers and the like shall be screened from view from streets, sidewalks, and adjacent sites (subject to limits imposed by utility company regulations).

EXTERIOR STORAGE AREAS AND SERVICE YARDS

All outdoor storage areas for materials, vehicles, trailers, equipment, trash or other similar items shall be screened by a masonry or concrete wall. This wall shall be a minimum of (6) six-feet in height, but not to exceed (8) eight-feet in height measured from the highest adjacent grade. Ordinance allows 8' max.

All refuse areas, loading, delivery and servicing bays shall be screened from view by a minimum six (6) feet high masonry wall and solid gates. No outdoor storage shall be permitted adjacent to Desert Breeze Blvd. or the Chandler Municipal park or to arterial sheets.

LOADING AND SERVICING AREAS

All loading/unloading and servicing areas shall be designed and maintained to meet the standards set forth in the I-1 District of the City of Chandler Zoning Ordinance.

PROJECT SCREEN WALLS

All on-site screen walls shall be designed and constructed to meet the City of Chandler ordinance requirements.

All screen walls adjacent to the project streets shall be designed and installed to match the project theme wall.

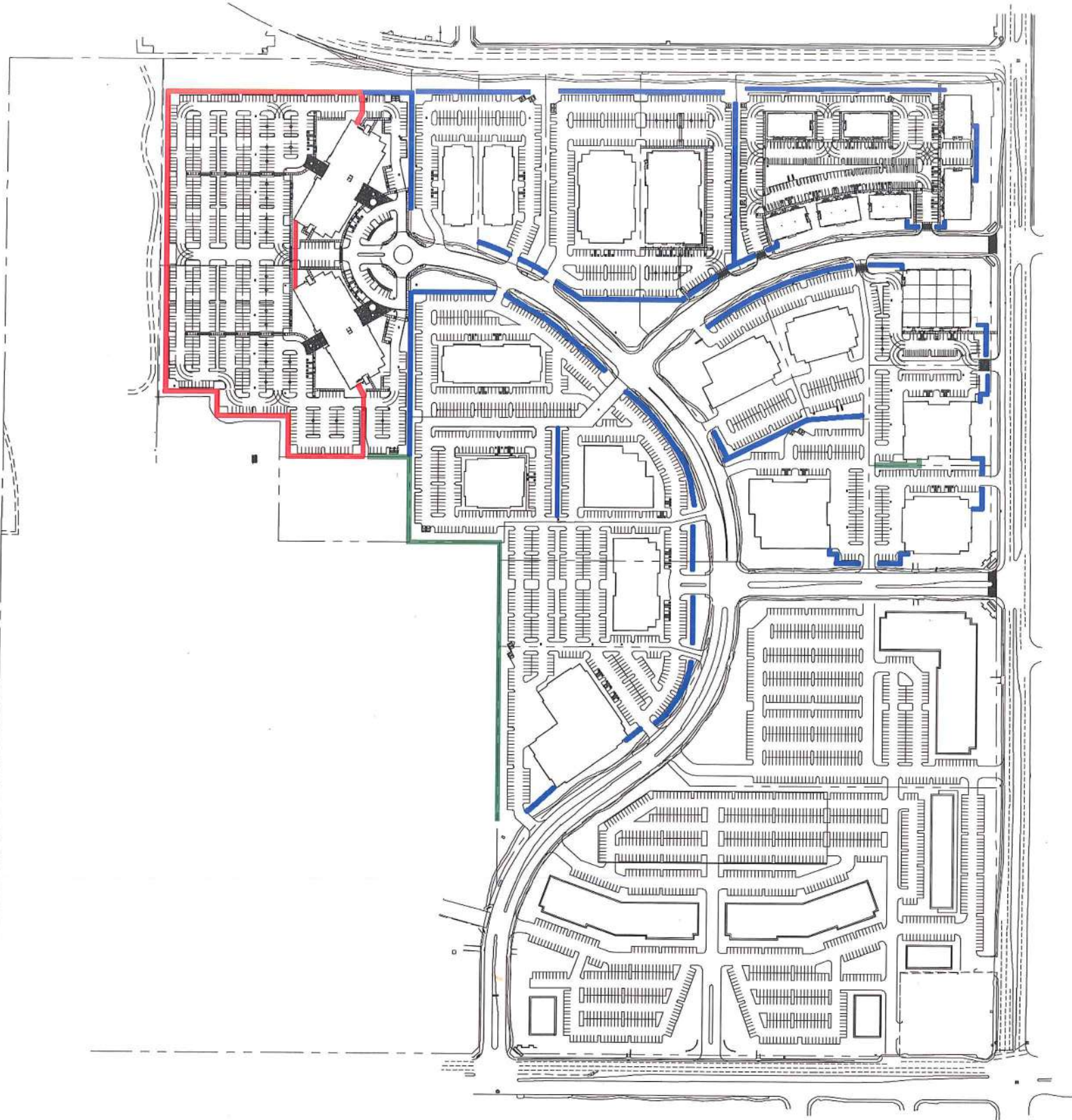
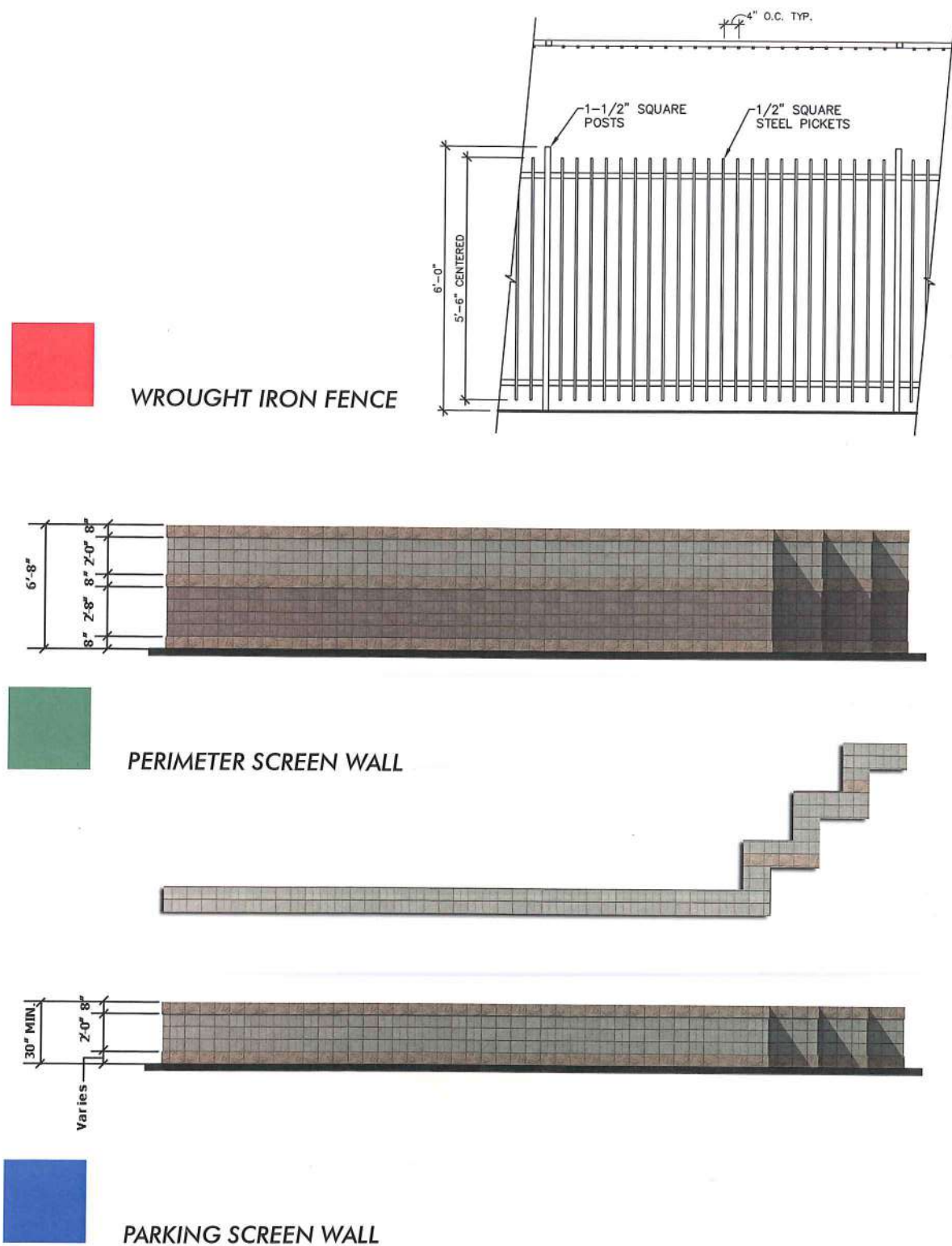
Screen walls along property lines will be installed by the individual lot Owner. Any Owner who builds next to an existing wall will refinish his side of the existing wall to match or complement his building(s) through joint agreement with the adjacent wall Owner.

All detached perimeter screen walls are to match the screen wall drawings at right. These walls are constructed of a multiple colored and banded CMU units.

Walls that exceed three (3) feet in height shall extend bottom coursing of block to height required.

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

Wall Location Plan

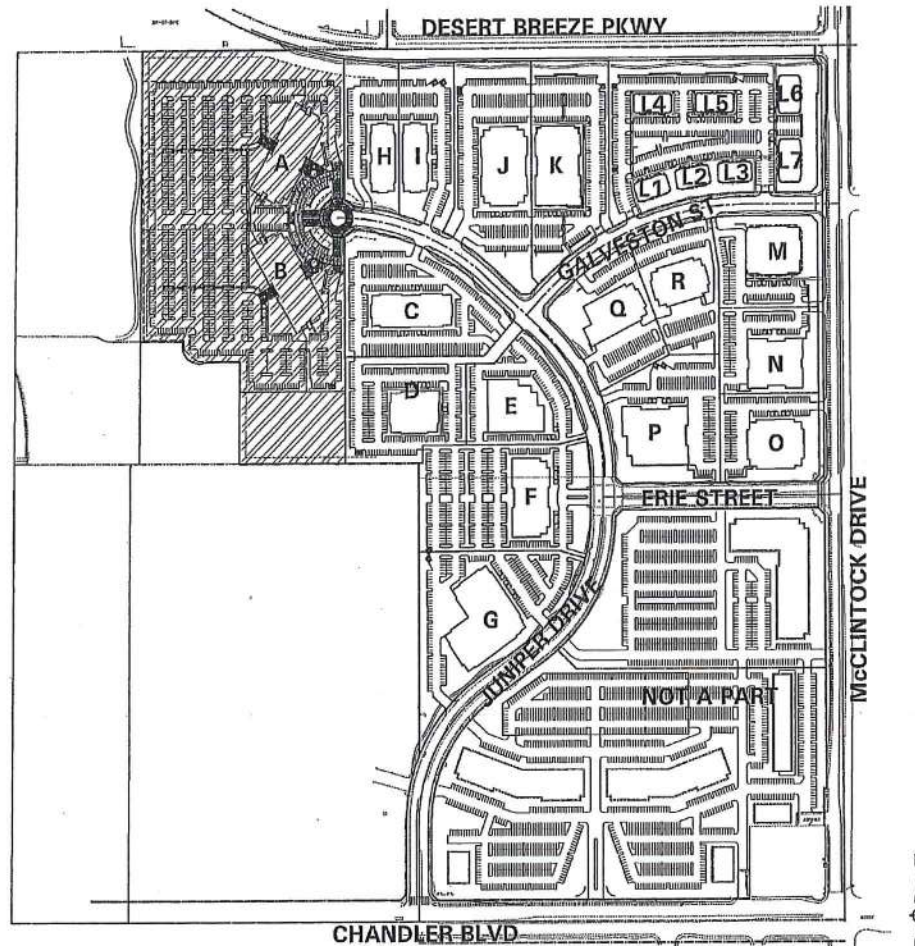


CONCEPTUAL MASTER GRADING AND DRAINAGE PLAN FOR CHANDLER CORPORATE CENTER NWC CHANDLER BLVD & McCLINTOCK DRIVE CHANDLER, ARIZONA

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 4 EAST, OF
THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

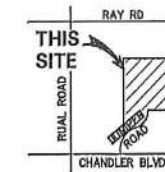
SHEET INDEX

COVER SHEET.....	C1
CONCEPT MASTER GRADING AND DRAINAGE PLAN.....	C2
CONCEPT MASTER GRADING AND DRAINAGE PLAN.....	C3
CONCEPT MASTER UTILITY PLAN.....	C4
CONCEPT MASTER UTILITY PLAN.....	C5



SITE PLAN

N.T.S.



VICINITY MAP

N.T.S.

DEVELOPER/OWNER

LGE CORPORATION
740 N. 52ND STREET SUITE 200
PHOENIX, ARIZONA 85008
PHONE: (602) 966-4001
FAX: (602) 966-9001
CONTACT: FRANK PETTIT

ARCHITECT

PATRICK HAYES ARCHITECTS
15849 N. 71ST STREET SUITE 200
SCOTTSDALE, ARIZONA 85264
PHONE: (480) 556-9000
FAX: (480) 556-9400
CONTACT: TIM THIELKE

CIVIL ENGINEER

HUNTER ENGINEERING, P.C.
8283 N. HAYDEN ROAD SUITE 275
SCOTTSDALE, ARIZONA 85258
PHONE: (480) 991-3985
FAX: (480) 991-3986
CONTACT: JEFF HUNTER

NO.	DATE	REVISION	BY

DESIGN BY: CRW
DRAWN BY: RLM
CHECKED BY: LMT

CIVIL AND SURVEY
HUNTER
ENGINEERING
8283 N. HAYDEN RD. SUITE 275
SCOTTSDALE, AZ 85258
480 991 3985
F 480 991 3986



COVER SHEET
FOR
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DR
CHANDLER, ARIZONA

THESE PLANS ARE
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CONSTRUCTION
WITHOUT AN
APPROVED SIGNATURE
FROM THE GOVERNING
MUNICIPALITY.

HE JOB NO.:
LGECD40

SCALE
N.T.S.

SHEET
C1 OF 5

C.O.C. LOG NO. PPT 05-0010



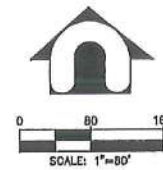
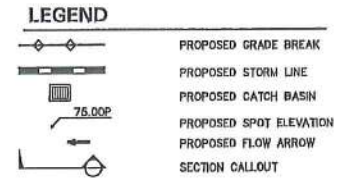
PHArchitecture
Patrick Hayes Architecture



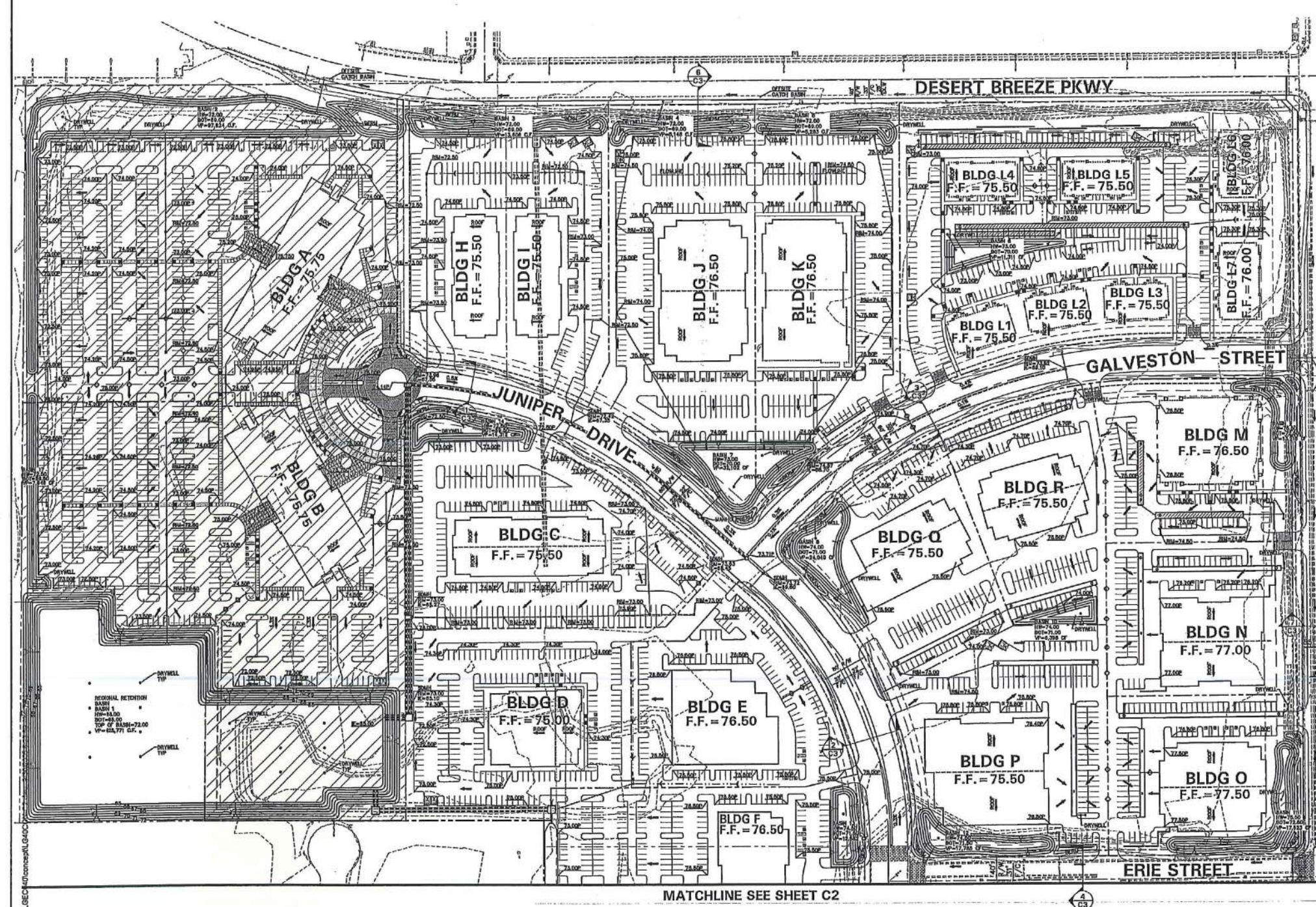
11.03.05

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CONCEPTUAL MASTER GRADING & DRAINAGE PLAN NWC CHANDLER BLVD & MCCLINTOCK DRIVE



NO.	DATE	REVISION	BY



RETENTION SUMMARY

RETENTION REQUIRED 75.18

SITE AREA 75.18

CITY OF CHANDLER FORMULA

$V = D / (12 * A * C + 1.1) \quad D = 2.6$

RETENTION REQUIRED =

$(0.8) (2.6 / 12) (75.18) (43560) (1.1) = 702,453 \text{ CU.FT.}$

REGIONAL RETENTION

RETENTION REQUIRED 43.56

SITE AREA 43.56

RETENTION REQUIRED =

$(0.8) (2.6 / 12) (43.56) (43560) (1.1) = 407,008 \text{ CU.FT.}$

RETENTION PROVIDED

BASIN 1	425,771 CU.FT.
BASIN 7	32,102 CU.FT.
BASIN 13	12,582 CU.FT.
BASIN 14	14,312 CU.FT.
BASIN 15	9,715 CU.FT.
BASIN 16	2,216 CU.FT.
BASIN 17	7,946 CU.FT.
BASIN 18	13,919 CU.FT.
BASIN 19	3,938 CU.FT.
SURFACE TOTAL	522,501 CU.FT.

TOTALS

TOTAL RETENTION REQUIRED 407,008 CU.FT.

TOTAL RETENTION PROVIDED 522,501 CU.FT.

EXCESS 115,493 CU.FT.

UNDERGROUND RET.

RETENTION REQUIRED 22.73

SITE AREA 22.73

RETENTION REQUIRED =

$(0.8) (2.6 / 12) (22.73) (43560) (1.1) = 212,380 \text{ CU.FT.}$

RETENTION PROVIDED

BASIN 6	11,311 CU.FT.
BASIN 8	24,049 CU.FT.
BASIN 9	13,216 CU.FT.
BASIN 10	6,398 CU.FT.
BASIN 11	17,823 CU.FT.
BASIN 12	17,785 CU.FT.
SURFACE TOTAL	90,284 CU.FT.

TOTALS

TOTAL RETENTION REQUIRED 212,380 CU.FT.

TOTAL RETENTION PROVIDED 90,284 CU.FT.

UNDERGROUND 122,096 CU.FT.

RETENTION

RETENTION REQUIRED 8.88

SITE AREA 8.88

RETENTION REQUIRED =

$(0.8) (2.6 / 12) (8.88) (43560) (1.1) = 82,971 \text{ CU.FT.}$

RETENTION PROVIDED

BASIN 2	97,824 CU.FT.
BASIN 3	13,608 CU.FT.
BASIN 4	5,148 CU.FT.
BASIN 5	5,283 CU.FT.
SURFACE TOTAL	121,861 CU.FT.

TOTALS

TOTAL RETENTION REQUIRED 82,971 CU.FT.

TOTAL RETENTION PROVIDED 121,861 CU.FT.

EXCESS 38,890 CU.FT.

DESIGN BY: CRW
DRAWN BY: RLM
CHECKED BY: LMT

CIVIL AND SURVEY

HUNTER
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F 480 991 3986



CONCEPTUAL MASTER GRADING
AND DRAINAGE PLAN FOR
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & MCCLINTOCK DR
CHANDLER, ARIZONA

THESE PLANS ARE
NOT APPROVED FOR
CONSTRUCTION
WITHOUT AN
APPROVED SIGNATURE
FROM THE GOVERNING
MUNICIPALITY.

HE JOB NO.:
LGE040

SCALE
1"=80'

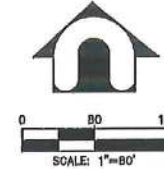
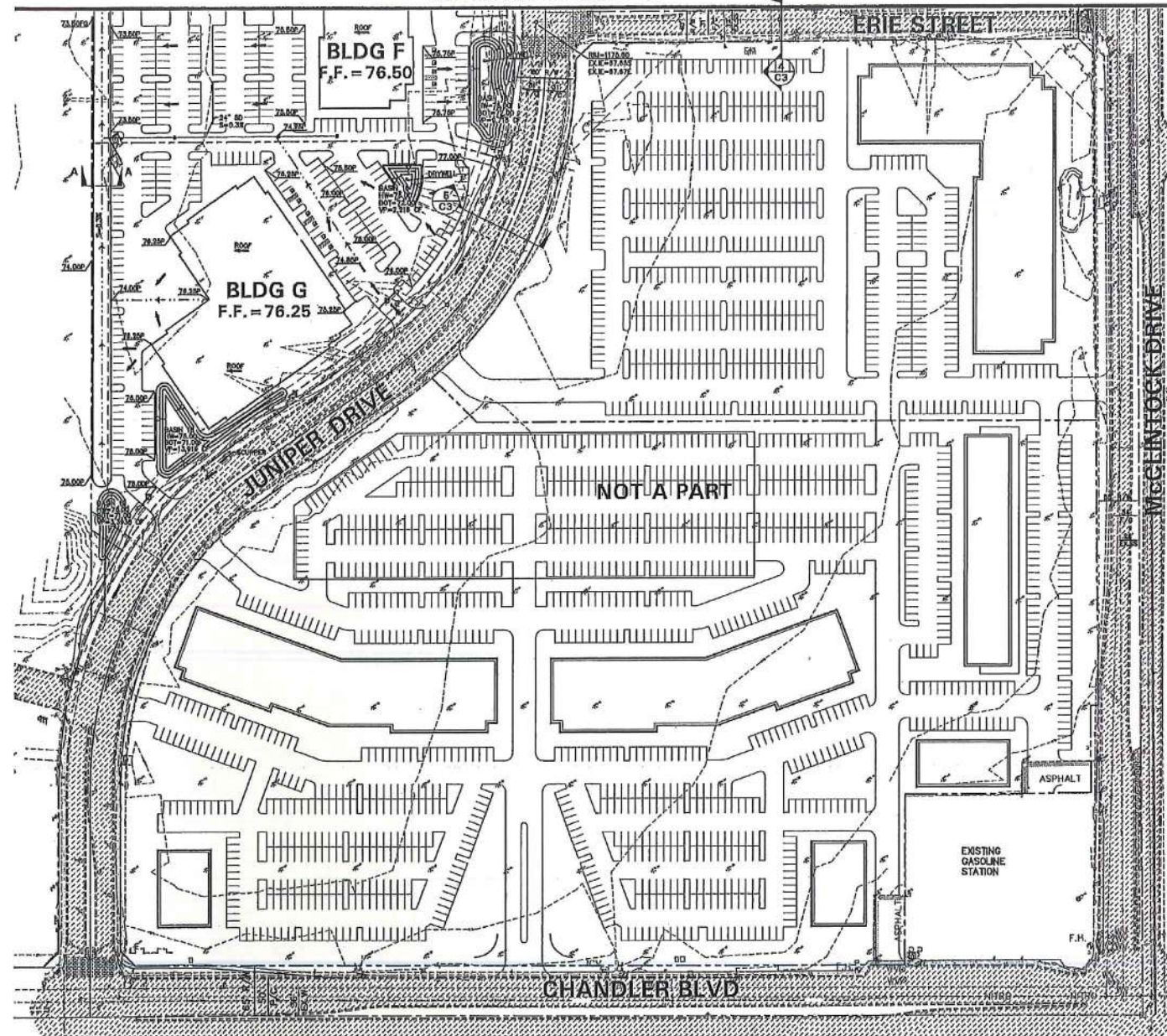
SHEET
C2 OF 5

C.O.C. LOG NO. PPT 05-0010



CONCEPTUAL MASTER GRADING & DRAINAGE PLAN NWC CHANDLER BLVD & MCCLINTOCK DRIVE

MATCHLINE SEE SHEET C1



A-A DITCH SECTION
N.T.S.

7 TYPICAL SECTION
McCLINTOCK DRIVE
N.T.S.

6 TYPICAL SECTION
DESERT BREEZE PARKWAY
N.T.S.

1 TYPICAL SECTION
JUNIPER DRIVE
N.T.S.

2 TYPICAL SECTION
JUNIPER DRIVE
N.T.S.

3 TYPICAL SECTION
GALVESTON STREET
N.T.S.

4 TYPICAL SECTION
ERIE STREET
N.T.S.

5 TYPICAL SECTION
JUNIPER DRIVE
N.T.S.

BY	REVISION	NO.	DATE	PURPOSE

DESIGN BY: GRW
DRAWN BY: RJM
CHECKED BY: LMT

CIVIL AND SURVEY

HUNTER
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SCOTTSDALE, AZ 85258
P 480 981 3885
F 480 981 3885

CONCEPTUAL MASTER GRADING
AND DRAINAGE PLAN FOR
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & MCCLINTOCK DR
CHANDLER, ARIZONA

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HE JOB NO.:
LGE040






SCALE
1"=80'

SHEET
C3 OF 5

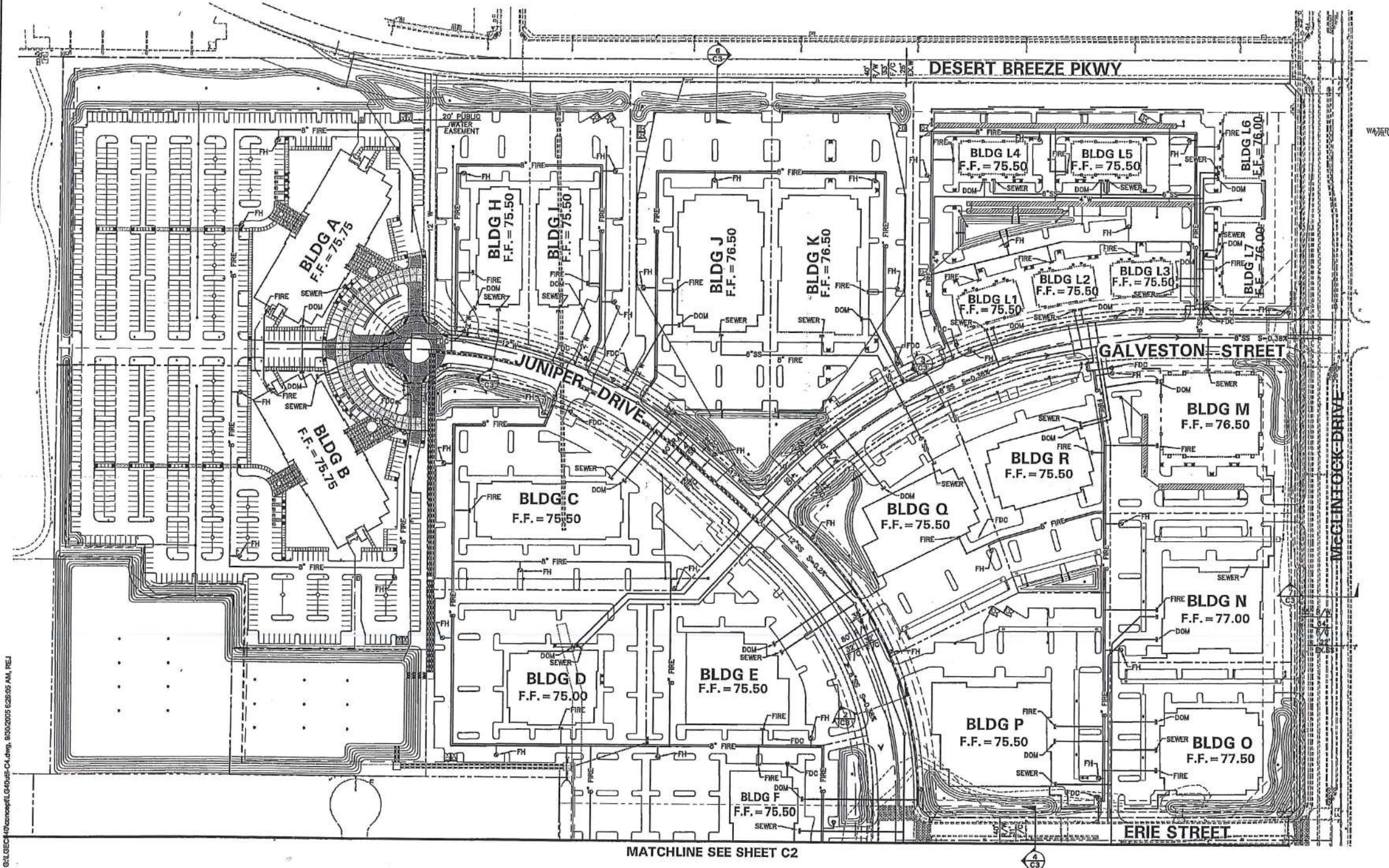
C.O.C. LOG NO. PPT 05-0010

0 80
SCALE: 1"=80'

0 BD
SCALE: 1"=60'

	PROPOSED WATER MAIN
	PROPOSED SEWER MAIN
	PROPOSED FIRE HYDRANT
	PROPOSED BACKFLOW PREVENTER
	PROPOSED FIRE DEPARTMENT CONNECTION

- 1.) ON-SITE FIRE AND DOMESTIC WATER SERVICES ARE SUBJECT TO CHANGE DURING FINAL SITE DESIGN AND DEVELOPMENT.
- 2.) MINIMUM DESIGN SEWER SLOPE SHALL BE 0.0030 FT/FT FOR PUBLIC 8" SANITARY SEWER LINES IN ORDER TO SERVICE THIS DEVELOPMENT.



NO.	DATE	REVISION	BY

PURPOSE:

DESIGN BY: CRV
DRAWN BY: RJM
CHECKED BY: LMT

CIVIL AND SURVEY

HUNTER
ENGINEERING

8283 N. HAYDEN RD., SUITE 275
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3985



**CONCEPT MASTER UTILITY PLAN
FOR
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & MCCLINTOCK DR
CHANDLER, ARIZONA**

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HE JOB NO.:
LGFC040

SCALE
1"=80'

SHEET
C4 OF 5

C.O.C. LOG NO. PPT 05-0010



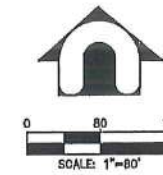
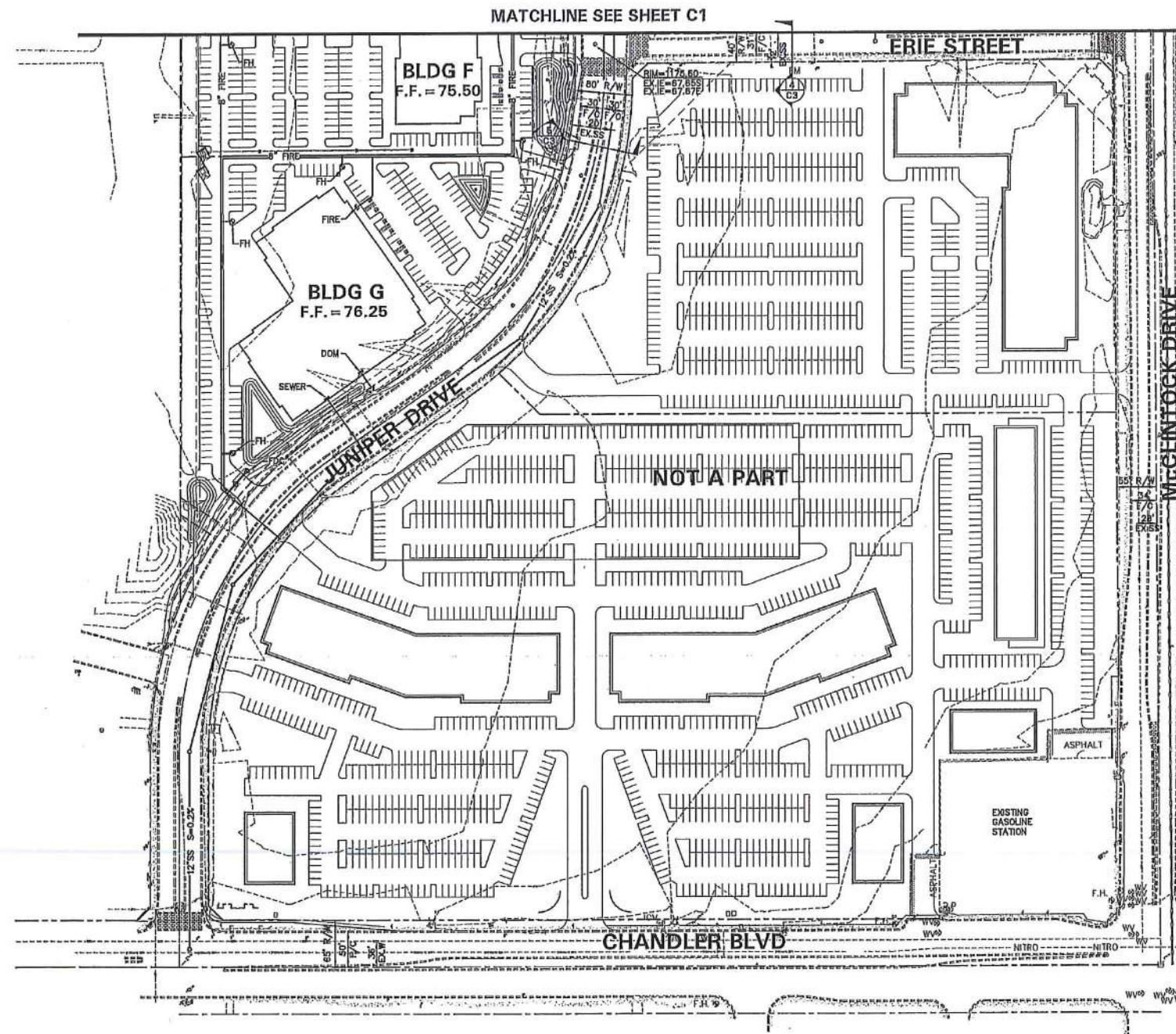
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Patrick Hayes Architecture



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Page 26

CONCEPTUAL MASTER UTILITY PLAN NWC CHANDLER BLVD & MCCLINTOCK DRIVE



NO.	DATE	REVISION	BY
PURPOSE			
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DRAWN BY: RJM			
CHECKED BY: LMT			
CIVIL AND SURVEY			
HUNTER ENGINEERING			
8233 N. HAYDEN RD., SUITE 275 SCOTTSDALE, AZ 85258 F 480 991 3986			
CONCEPTUAL MASTER UTILITY PLAN FOR CHANDLER CORPORATE CENTER NWC CHANDLER BLVD & MCCLINTOCK DR CHANDLER, ARIZONA			
THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.			
HE JOB NO.: LGEC040			
SCALE: 1"=80'			
SHEET C5 OF 5			

C.O.C. LOG NO. PPT 05-0010

Parking

GENERAL REQUIREMENTS & CONSTRUCTION STANDARDS

The size of all parking spaces, driveways, islands in parking areas and other improvements in the parking areas must conform to the minimum established requirements of the City of Chandler Zoning Ordinance (Article No. XVIII, §1802 No 1-16, Supp. No 2-26-87)

- Minimum size of a parking space shall be nine (9) feet by nineteen (19) feet. A two-foot, six inch landscape strip is permitted for vehicular overhang at the front of the parking stall. Said strip is not considered a part of any required on-site landscaping.
- Minimum driveway widths shall be twenty-four (24) feet for two-way drives. Fourteen (14) foot one-way drives are permitted where such drives are not required as fire lanes by the fire department. All driveways shall be located at least ten (10) feet from an interior lot line.
- Minimum parking lot aisle widths:

Parking Angle	30°	40°	60°	90°
Aisle Width	13'	15'	19'	24'
- All required off-street parking spaces shall be connected with a public street by a paved driveway not less than twenty (20) feet in length within the property lines.
- All parking areas and driveways shall have a surface of masonry, concrete or asphalt.
- No temporary parking lots will be allowed.
- Alleys used for commercial or industrial uses adjacent to a single-family residential district may not be used as access to parking or loading area, except where such arrangement has been authorized by a use permit.
- There shall be no storage or display of merchandise or goods in parking lots and pedestrian walkways within a parking area.
- Storage and collection areas for shopping carts shall be provided in all parking lots for retail establishments utilizing such carts.
- Covered parking – such structures shall be located and/or arranged that it is perceived as an integral part of the building elevations. Said structures shall be enhanced through architectural treatment and/or trees and shrubs. Canopy structures shall be finished with colors which match or complement building colors. Canopies shall be cantilever type. Special attention shall be given to the citing of any covered parking canopies adjacent to Desert Breeze Boulevard. Covered parking areas for each building shall be designated in connection with staff approval of Final Development Plans for each building.
- Tandem parking of vehicles shall not qualify for required parking spaces.
- All vehicular egress from parking lots to public rights-of-way shall be by forward motion only.
- Except where a wall is required, six-inch concrete curbing shall be required around the perimeter of the parking area to protect landscaped areas and control vehicular circulation and the flow of storm water.
- In the design of the parking lots and entrances to and from those parking lots and facilities served by those parking lots, provisions shall be provided for adequate, safe, convenient pedestrian circulation, including for the handicapped.
- No Compact spaces will be allowed.
- All driveways and parking areas must be paved with concrete or asphaltic concrete. Except for edges of paving adjacent to walls, vertical curbs shall be constructed at all edges of any paving. Asphalt curbs are prohibited, and the use of precast concrete parking bumpers in lieu of curbs is prohibited.

PARKING SCHEDULES

The following parking standards are the minimum requirements as set forth by the chandler zoning ordinances.

General offices, non-retail commercial –
1 space per 200 square feet.

Restaurants, cafes – 1 space per 50 square feet of public serving area, plus 1 space per 200 square feet of preparation area.

Shopping Centers –
5.5 spaces per 1,000 square feet.

Retail Sales – 1 space per 250 square feet.

Industrial, Manufacturing, Warehousing –

- 1 space per 500 square feet gross floor area
- 1 space per 200 square feet of office space
- 1 loading space for each 25,000 square feet of gross floor area.

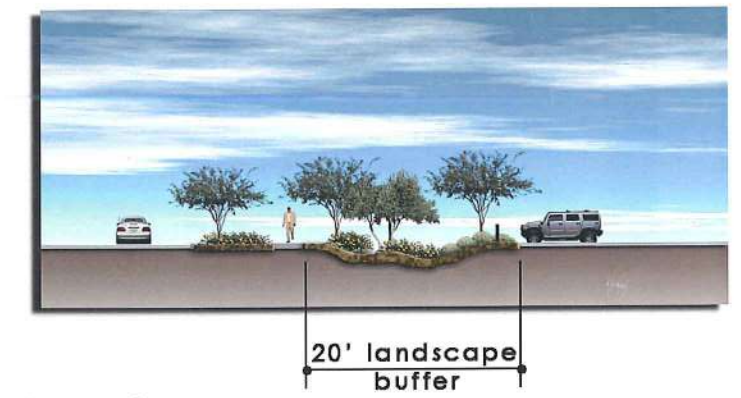
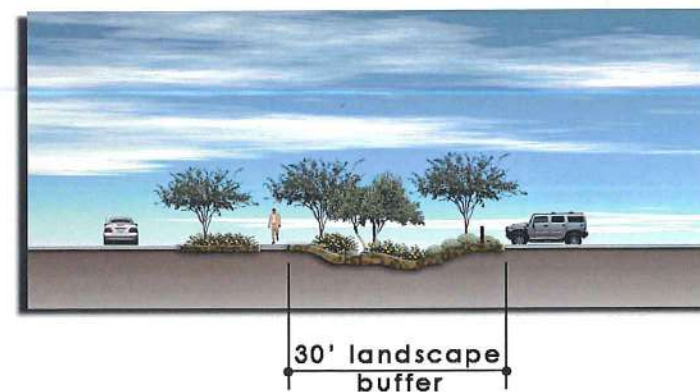
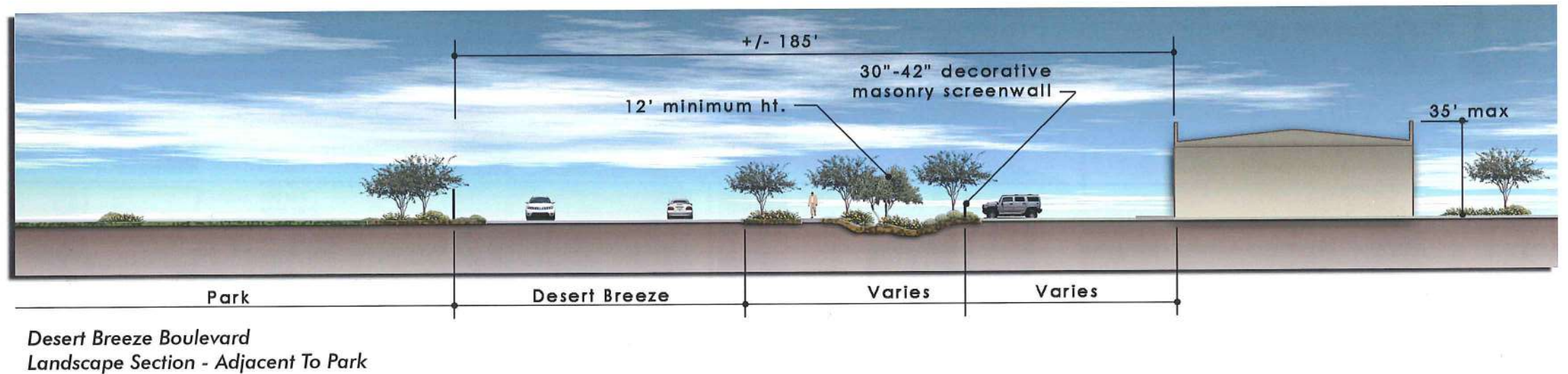
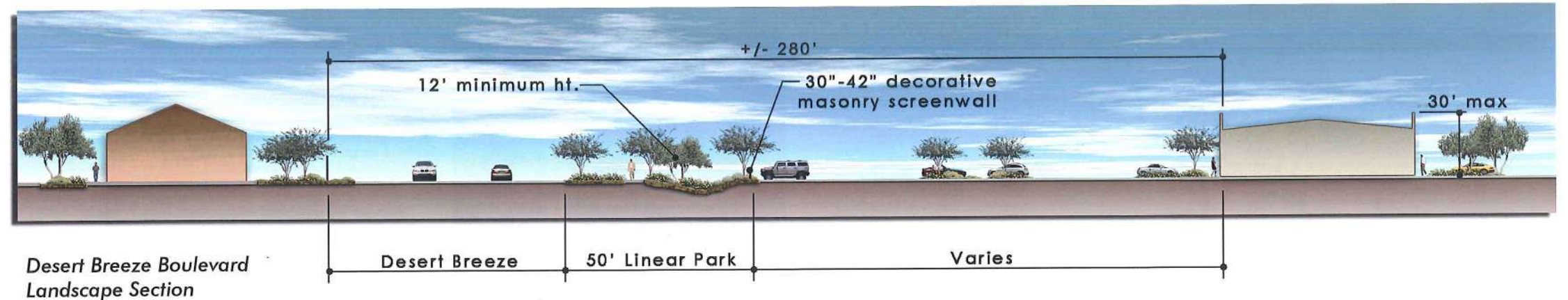
SCREENING OF PARKING AREAS

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

Twenty (20) foot setback areas shall be provided at a minimum rate of one (1) tree and six (6) shrubs per thirty (30) lineal feet of frontage plus sufficient ground cover plantings to provide a combined shrub and ground coverage of fifty percent (50%) (or more) of the total landscaped area.

Intersection setback areas shall be provided at a minimum rate of one (1) tree and six (6) shrubs per eight-hundred (800) square feet plus sufficient ground cover plantings to provide a combined shrub and ground coverage of 50% (or more) of the total landscaped area.

Trees must be placed a minimum of five feet (5') from sidewalks, public access ways or rear of fire hydrants. Shrubs must be, at maturity, five feet (5') from the rear of a fire hydrant. No material, other than groundcover, may be placed between the street or roadway and fifteen feet (15') either side of a fire hydrant. Show hydrant locations on landscape plans.



All fixtures will be finished in the Standard Finish – Bronze. No light shall trespass across residential property lines.

The diagram illustrates the concept of lift in a wind turbine. The top part shows a cross-section of a turbine with a central hub and blades. A red circle highlights the central hub area. Below this, a diagram shows four square rotors arranged in a 2x2 grid, connected by a central shaft. Arrows indicate the direction of rotation. The text 'Fully Rotatably Optics' is written below the rotors. The bottom part of the diagram shows a cross-section of a lift body design, which is a curved, airfoil-like shape. It is shown in a flow field with arrows representing wind speed. The wind speed is indicated as 110 mph, 90 mph, and 70 mph. The text 'LIFT' is written above the body, and 'Low Pressure Zone' is written to the right. The text 'High Pressure Zone' is written below the body.

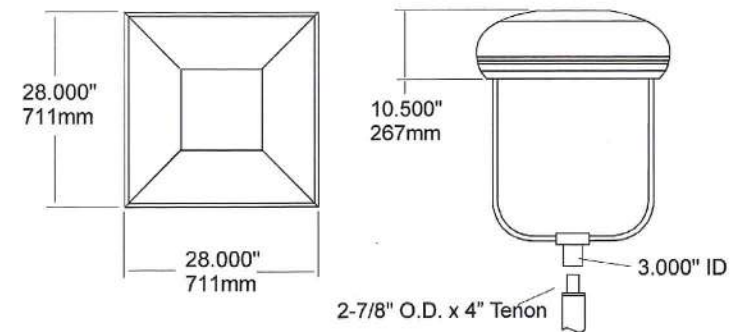
Pappi's Theory of Reality

As Wind speed increases the low pressure zone generated by the Eliminators positive lift body design expands exponentially. Normal lateral loading (pole sway) is reduced by the luminaire's unique ability.

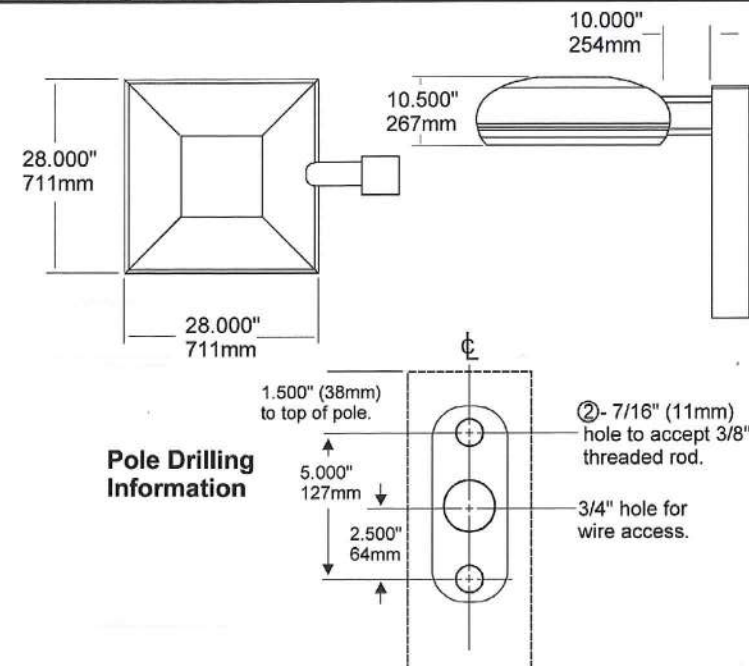
Eliminator Mounting

Eliminator 1000watt - Aerodynamic - High Performance - HID Cut-Off Luminaire

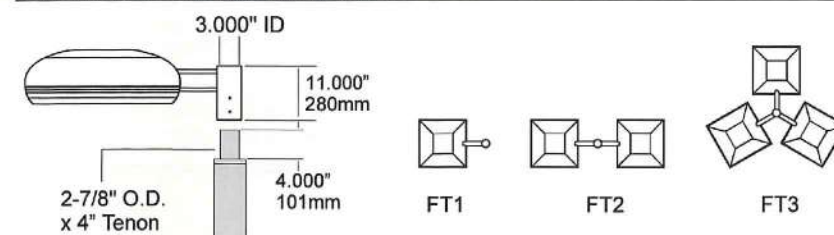
Post-Top Mounting Information



Pole Mounting Information



Slipfitter Mounting Information

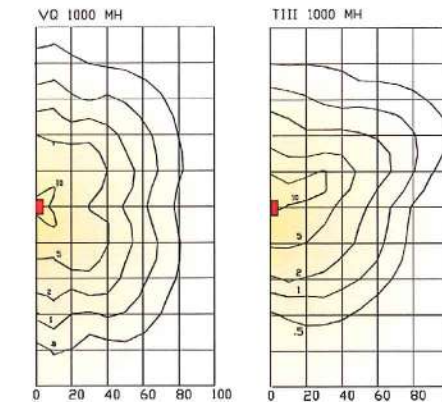


Pappi Lighting reserves the right to make product changes for improvement without prior notification

Photometrics

Eliminator 1000watt - Aerodynamic - High Performance - HID Cut-Off Luminaire

Area Applications



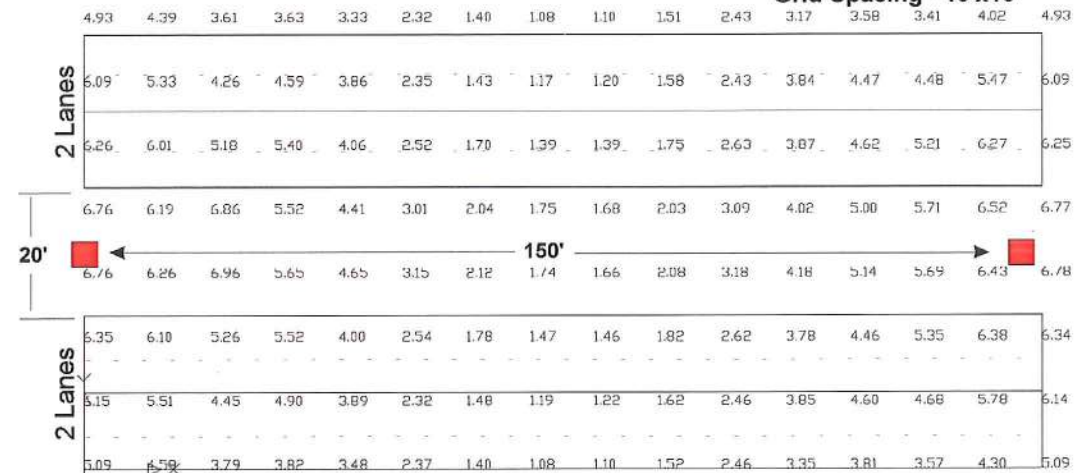
Photometrics are Initial and based on single luminaire 1000w clear MH lamp with a reduced envelope (BT-37). Eliminator is mounted at 30'

Grid Spacing = 20'x20'

Roadway Applications

Photometrics include a 0.72 LLF and based on single luminaire 1000w clear HPS lamp with Eliminator is mounted at 40'

Grid Spacing = 10'x10'



Pappi Lighting

www.pappilighting.com Tel: 888-853-1139 Fax: 866-720-3015

Specifications

Housing

Extruded 6063 T6 aluminum Min 0.100" (2.5mm) max 0.470" (12mm) incorporating precision, clamp joint construction.

Reflector

Optics are segmented, multifaceted and rotatable. Five (4) Area lighting distributions are available. Types are: FF, VQ, III, and II.

Lens / Frame

6063 T6 extruded aluminum alloy. Self-hinge that opens to 120 degrees. Single handed tool-less access and removal is standard. Tempered safety glass encased with EPDM gasket is standard.

Electrical

High power factor ballasts rated to -30° C (-20° F) mounted to tool-less entry, hinged 'heat-sink door' for increased ballast life. 4 KV rated mogul base lamp holders are utilized for all reflector types.

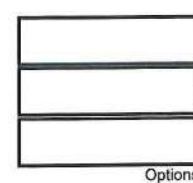
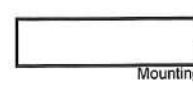
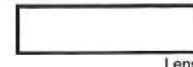
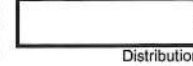
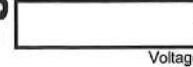
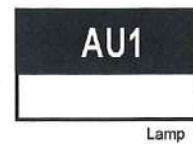
Finish

For long life, oven baked polyester powder coatings utilizing multi stage pre-treatment are supplied as standard. Hard color anodizing is optional.

Warranty

Pappi HID Luminaires are warranted against defects in material and workmanship for five years. The ballast manufacturer provides a five year warranty. All warranties are limited to replacement and/or repair.

Catalog Code



450mh 400hps
400mh 250hps
250mh 200hps
200mh 150hps
175mh

120, 208, 240, 277, 347,
480, 600

VQ, III, II, FF

Flat Glass (LG)
Frosted Glass (FG)

Pole Mount (PM)
Wall Mount (WM)
Single Slipfitter (FT1)
Twin Slipfitter @ 90° (FT2-90)
Twin Slipfitter @ 180° (FT2-180)
Triple Slipfitter (FT3)
Quad Slipfitter (FT4)

4" Pole Mount Arm (AS4)
6" Pole Mount Arm (AS6)
12" Pole Mount Arm (AS12)
Photo Control (PC)
Quartz Restrike (Q)
Fuse(s) (F)
Modular Discon. (MD)
House Side Shield (HS)

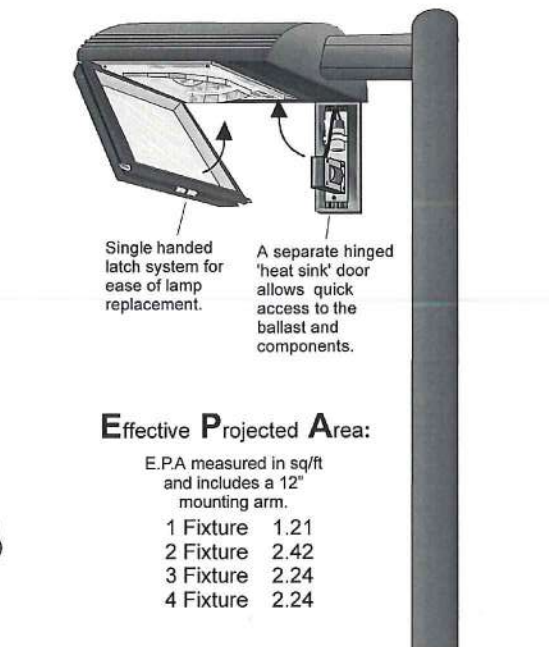
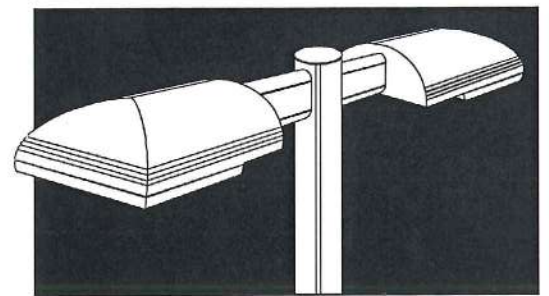
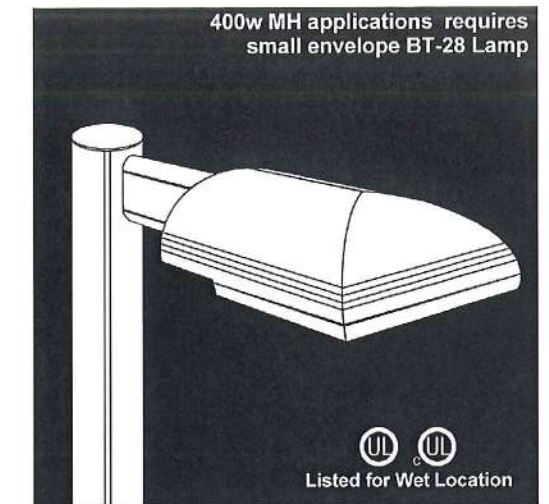
Powder Coating White (WHI)
Black (MBK)
Bronze (BZS)
Special (SPC)

Anodizing Clear (CLA)
Black (MBA)
Bronze (BZA)



Auraform One

HID Cut-Off Luminaire 150 Watt - 400 Watt



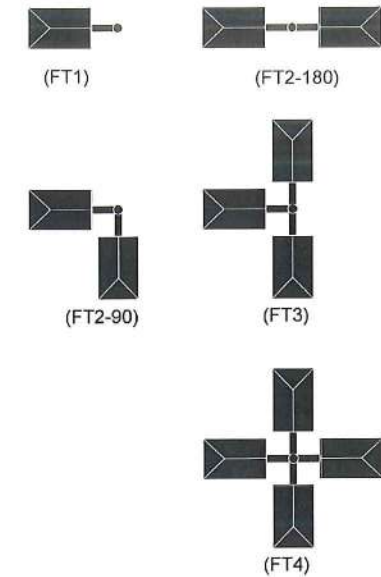
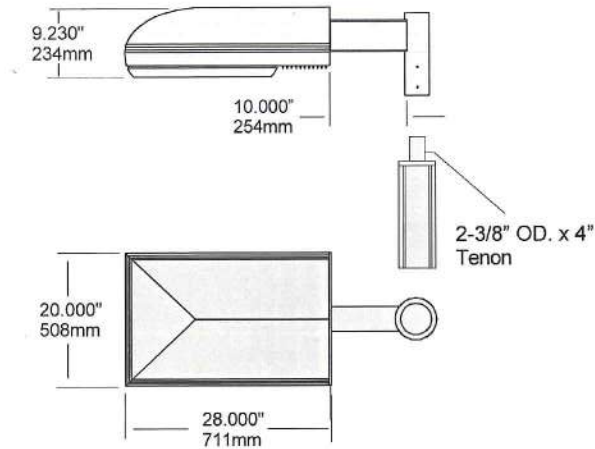
Effective Projected Area:

E.P.A. measured in sq/ft and includes a 12" mounting arm.

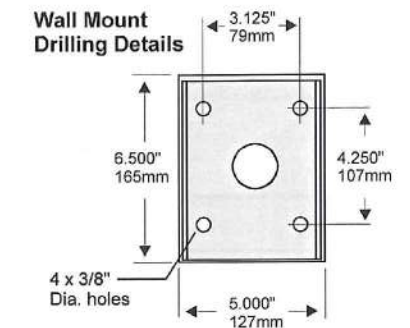
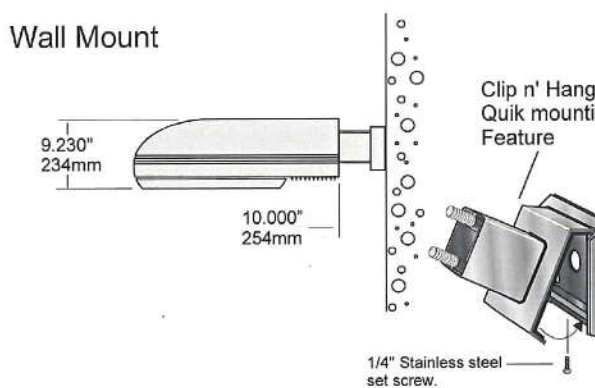
1 Fixture	1.21
2 Fixture	2.42
3 Fixture	2.24
4 Fixture	2.24

Auraform One Twin Bar Hangers 150 watt - 400 watt

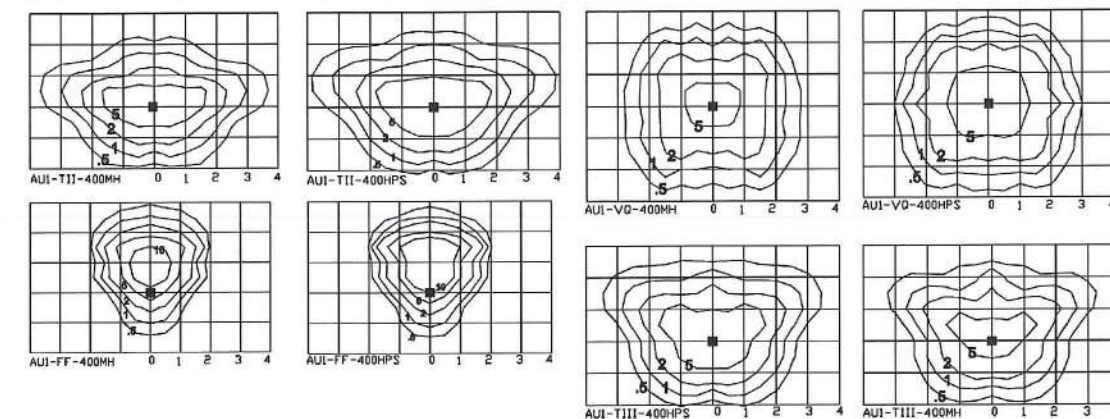
Slipfitter Mount



Wall Mount



Photometric Data



Auraform One Mounting height Multiplier.

Height	8'	15'	18'	20'	24'	28'	30'
Multiplier	3.51	1.77	1.23	1	0.69	0.51	0.44

Pappi Lighting reserves the right to make product changes for improvement without prior notification



PHArchitecture
Patrick Hayes Architecture



11.03.05

Page 32

Signage Design Standards

OVERVIEW

Chandler Corporate Center signage has been developed to create an integrated graphic system that will provide standards for individual business identification and the Chandler Corporate Center.

Along with architecture and landscaping, signage and graphics for Chandler Corporate Center integrate the overall scheme of the Center through the promotion of the project through consistency, quality and fairness while being responsive to the adjacent residential neighborhoods. The signage system provides information and directs users and visitors in the development.

SIGN STANDARDS

The sign standards are to be used by each Owner of all parcels/projects and buildings within Chandler Corporate Center.

These sign standards describe approaches to be used in developing a sign program for each site. All signs shall conform to the Chandler Sign Ordinance. Any sign which bears the Chandler Corporate Center name and/or logo shall conform to the established logo standards.

Sign standards are for all Owners and tenants at Chandler Corporate Center, and are intended to allow for a strong marketing image, the creation of a related community of buildings and facilities, and contribute to the vitality and value of the entire Chandler Corporate Center.

For each development/project within Chandler Corporate Center, wall/building signage shall be approved by staff as part of the Final Development Approval, and shall be in compliance with the City of Chandler sign standards.

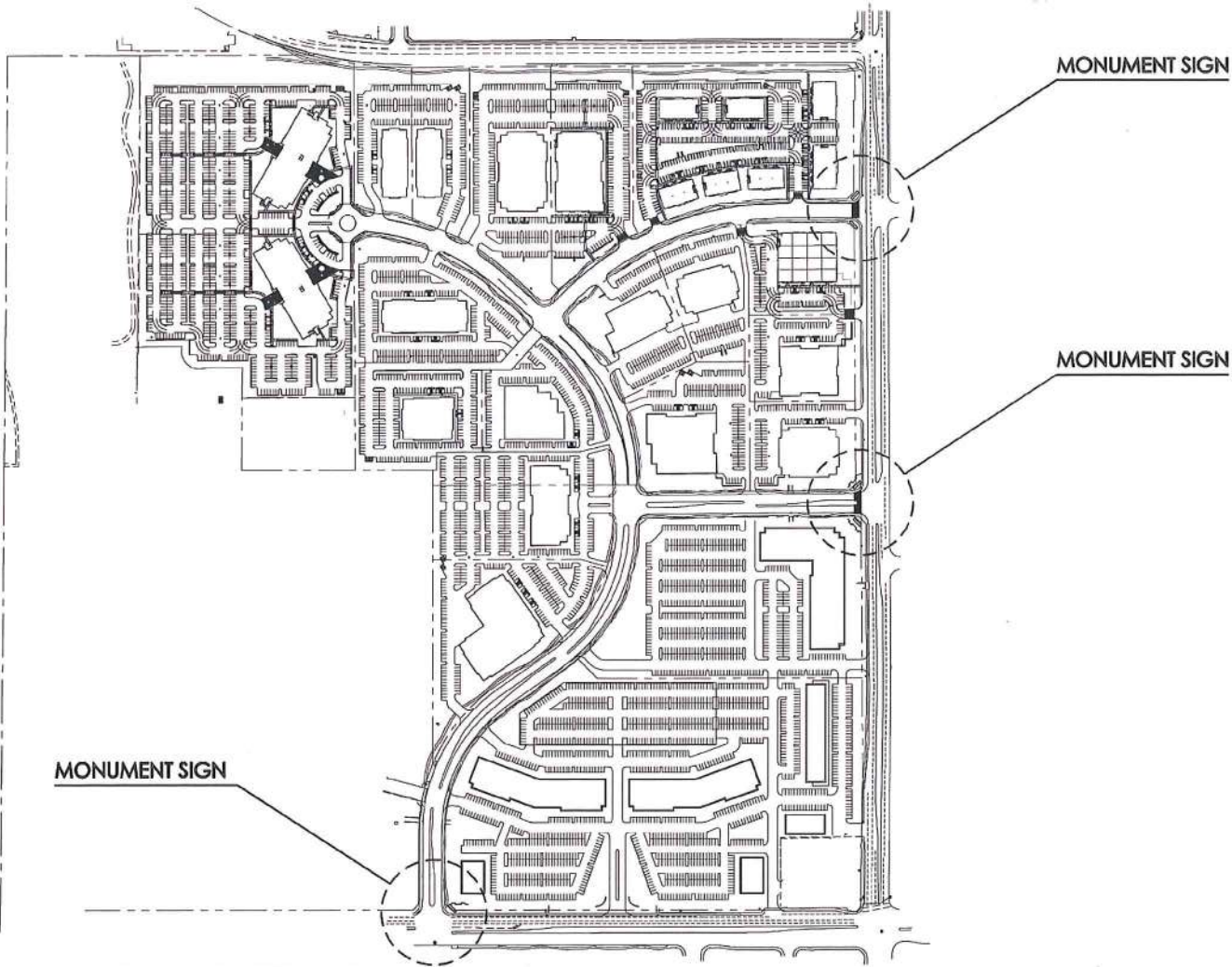
PROJECT SIGN TYPES

Each Owner is responsible for all signs on site which shall be built, installed and maintained by the Owner as part of their improvements. Signage for the common areas, project identity and individual tenant standards have been created in the following categories:

- Chandler Corporate Center Project ID
- Onsite Center Directory/Directionals
- Parcel Tenant Freestanding Identification
- Traffic Directionals
- Regulatory Signs
- Building/Tenant Signage
- Building Addressing

On site directory/directional and parcel/tenant free-standing identification signage to be reviewed and approved administratively by staff at time of individual plan application.

TYPICAL SIGN LOCATIONS



These signs have been designed to create a sense of entry at the major entry points to the center located at McClintock and Erie, both entries along Desert Breeze and along the south at Chandler Boulevard and Juniper Road. The project entry signage will be incorporated into the entry theme walls and landscape concepts, utilizing contemporary design elements and compatible materials of masonry block, and dimensional aluminum fabricated graphics.

The project's logo is finished in painted aluminum (colors TBD) in a three dimensional form which will be accented by ground mounted illumination fixtures. The lighting fixtures will highlight the lettering as well as the landscaping.

4'-0"

24'-6"

5'-6"



ON-SITE DIRECTORY/DIRECTIONAL SIGNS

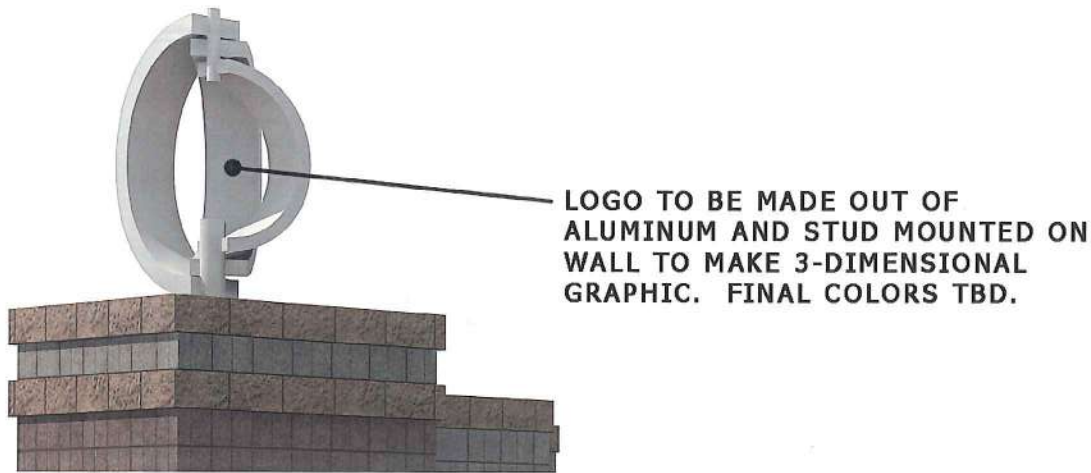
Directory/directional signs have been designed to be utilized along the interior roads of the project to assist in directing to projects and major tenants located within.

These signs shall have a consistent look and design to help tie the project together. The Chandler Corporate Center logo and project lettering will be used along the top of each sign. A consistent letterstyle, Arial Bold, will be used to identify all projects and/or buildings identified by a major tenant. This will then be used on the identification signs for the individual projects.

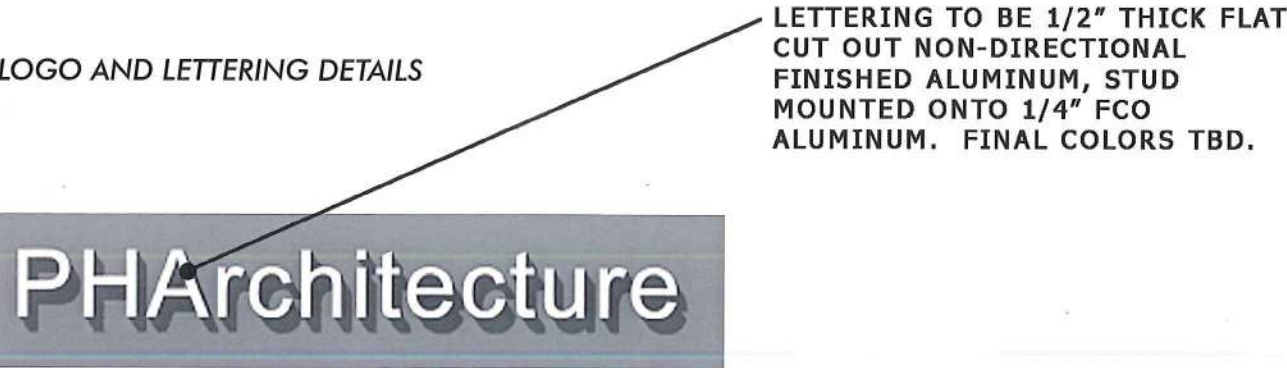
Signs shall be no more than forty (40) square feet in area and eight (8) feet tall. Where applicable, both sides of the elements will be utilized for directional information and could have up to two (2) tenant panels.

The Chandler Corporate Center project logo will be used on each element in a size that is proportional to the sign face.

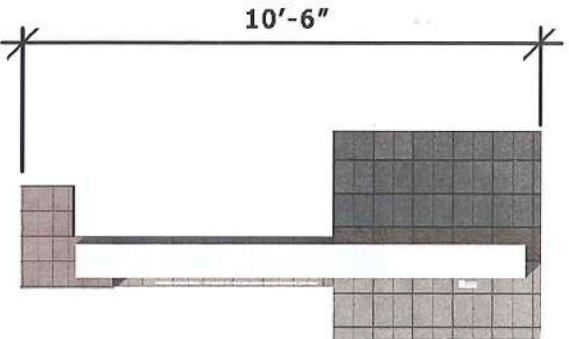
MONUMENT SIGN DETAILS



LOGO AND LETTERING DETAILS



DIRECTORY/DIRECTIONALS



PARCEL/TENANT FREESTANDING IDENTIFICATION SIGNS

Each parcel will be allowed a minimum of one (1) ground sign along each interior road it abuts, to identify the name of the project and multi-tenant building, or the name of its sole tenant. Signs must conform to the following criteria:

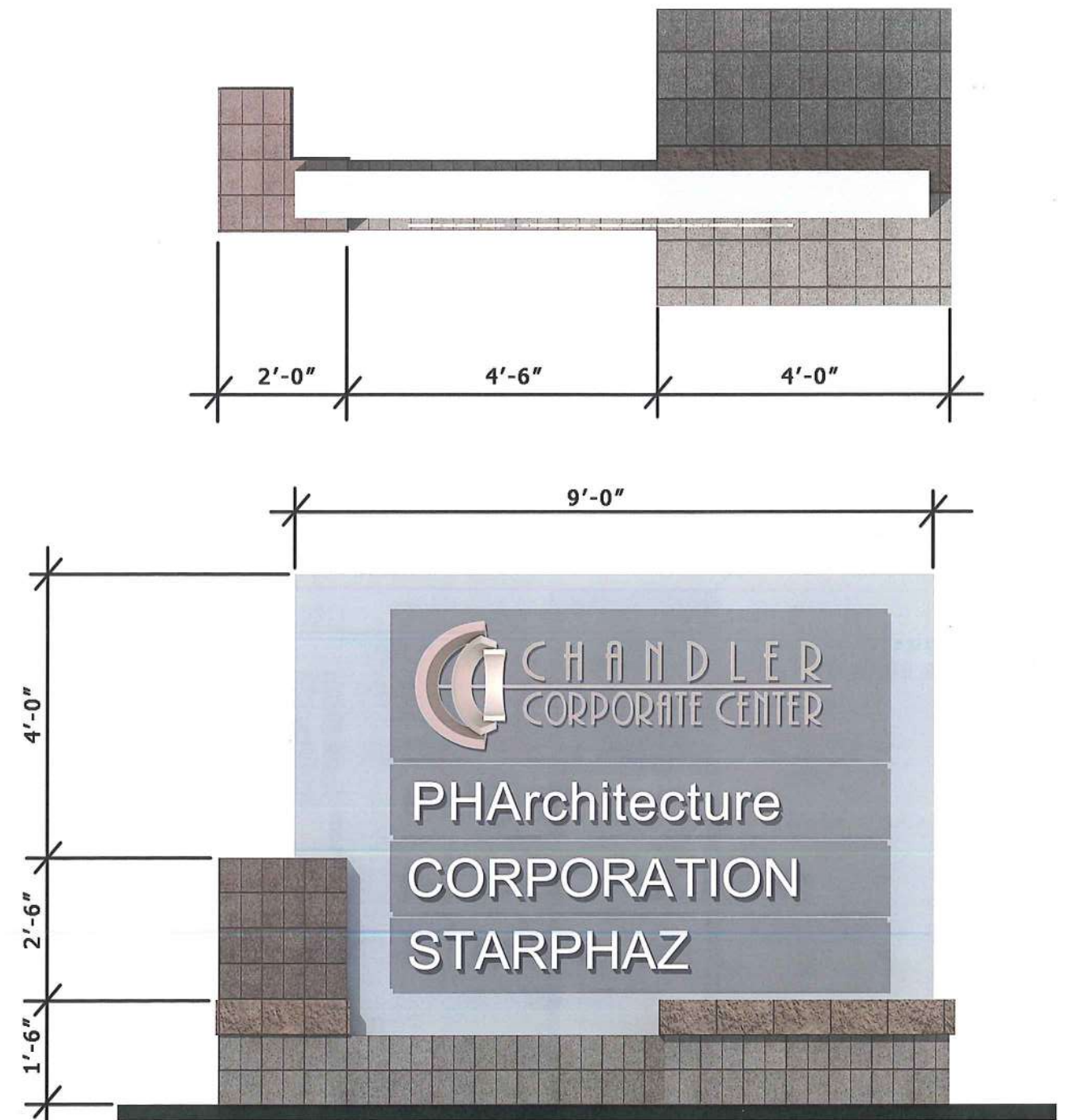
- Where the parcel has an excess of three hundred (300) feet of frontage, one (1) additional monument sign will be allowed for a total of two (2) signs per street.
- Maximum square footage shall never exceed four hundred and fifty (450) for all detached ground signs for any project.
- Content of ground signs may contain no more than two (2) tenants and may also contain a generic name of the project. If more than one sign per street front is allowed, it may contain two different tenant names than the first.
- Where the parcel has an excess of three hundred (300) feet of business frontage and only one entrance, the content may contain no more than four (4) tenants and may or may not contain a generic name of the project.
- All ground sign(s) shall integrate project screen wall materials and finishes, or as an extension of the wall.

- Maximum height of ground signs shall not exceed 8'-0".
- Name of project and/or major tenant shall be in Arial Bold as shown on the directory/directional sign, on the upper panel of the sign. Identification shall be routed from aluminum panel with black and white acrylic back up for internal illumination.

All tenant signage shall be on individual routed panels, of Arial Bold typeface with white acrylic backup panels, internally illuminated.

- Address numerals 6" in height, flat cut out aluminum, painted to match logo, stud mounted into masonry base or pilasters.
- Materials: masonry, concrete and architectural metals. Signs shall be compatible with adjacent building colors, materials, and architecture.
- Location: parallel or perpendicular to the street; conforming to setback requirements per City of Chandler ordinances.
- Illumination: sign base and cabinet to be ground illuminated with landscape fixtures hidden from view by landscaping features.

FREESTANDING IDENTIFICATION SIGNS



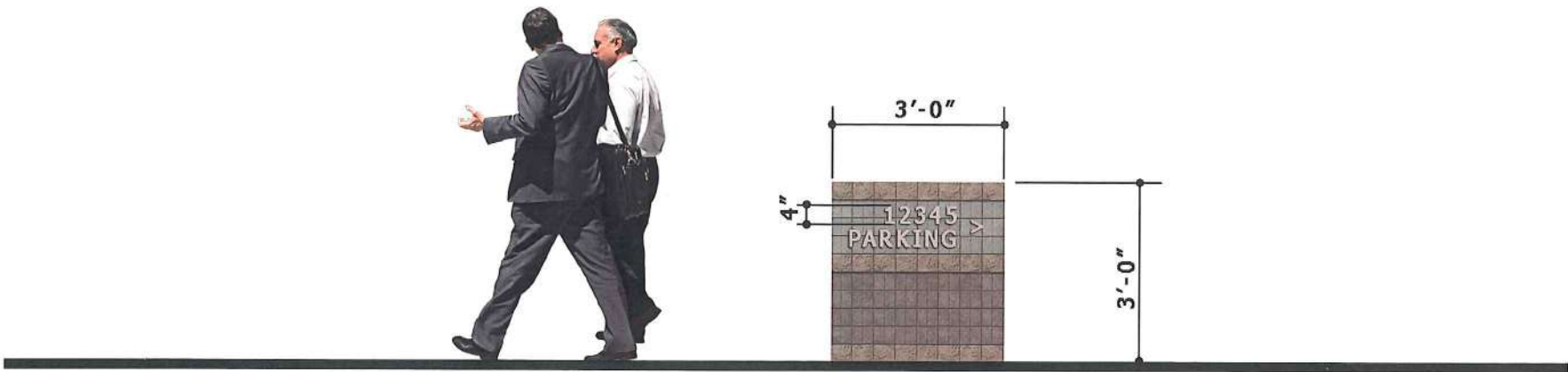
TRAFFIC DIRECTIONALS

Traffic directionals may be place throughout the development to ensure safe and efficient vehicular traffic patterns and flow. Traffic directionals are used for identification of main entrances, speciality entrances for loading, deliveries, etc., and to delineate address entrances.

These signs must conform to the following criteria:

- Signs shall not exceed three feet six inches (3'-6") in height from grade.
- All copy shall be directional in nature, no tenant logos or names shall be used.
- Typestyle to be Arial Bold and reflective white vinyl.

Directionals

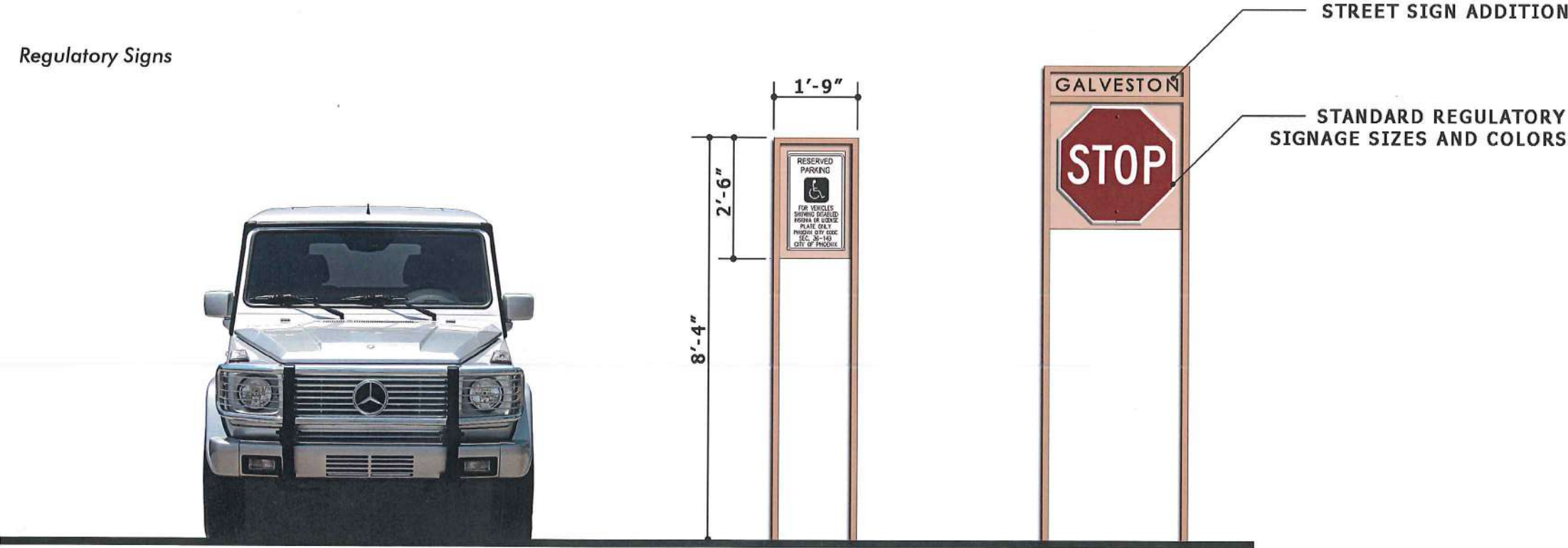


REGULATORY SIGNS

Regulatory signage will also be placed throughout Chandler Corporate Center to ensure safe and efficient vehicular traffic patterns and flow. These signs are upgraded from the standard DOT type u-channel and sheet metal signs through use of custom panels, backgrounds and colors. However, the signage panels will be standard DOT colors, shapes and sizes so there is no confusion to traffic regulatory information.

Custom colors will be used on the post and panel system for signs in all public right-of-ways as shown.

Regulatory Signs



Building/Tenant Wall Signage

For the identification of individual business within a multi-tenant facility, only individual letters will be allowed and must adhere to the following criteria:

- Signs shall not exceed one (1) square feet of sign area for each lineal foot of business frontage.
- Letter height – Not to exceed 80% of the fascia height (designated sign band area).
- Sign Length – No more than 80% of the length of the store front, or a maximum of two (2) square feet per each lineal feet of frontage.
- Quantity – One sign per tenant, per street elevation.
- Location – Within tenant's lease space area of the facade, centered horizontally and vertically within a designated sign band.
- Materials – Reverse pan channel metal.
- Illumination – Buildings adjacent to Desert Breeze Boulevard shall not have illuminated signs facing Desert Breeze Boulevard.
- Content – Occupant name and logo.
- Color – All tenant signs shall be of same color and finish as designated in the buildings sign program
- Typography – Per Occupant/Owner identity or as approved by the Committee.
- Installation – Individual forms with no exposed conduit, raceway or transformers.

BUILDING ADDRESSES (All Parcels)

- During daytime viewing, numerals/letters should create a high contrast to the background surface to which they are applied.
- All building numbers shall be 12" high and of the same material and construction as designated in the buildings sign program.
- Addresses are recommended for each corner of the building which faces a vehicular access. Rear elevations of buildings not directed toward public streets shall not require address numerals.

TEMPORARY SIGNS

Temporary signs can be used for construction and design team information or future tenant identification. These signs shall match the design theme of the project in all respects with the exception of materials.

Size, height and square footage allocations shall conform to the standards set forth in the I-1 District of the Chandler Zoning Sign Code.

GENERAL RESTRICTIONS

- Information may be added to signs. However, each revision must conform to the Guidelines. A sign that is to be replaced must be removed before the new sign can be installed.
- Temporary signs must be removed from the site when construction is substantially complete. Leasing signs must be removed when all space in a building has been leased.
- Temporary signs must be maintained in a "like new" condition.
- Temporary signs and construction fences shall conform to the City Of Chandler's Sign Ordinance for size, placement, and structural requirements.
- Animated, moving, flashing, or sound-emitting signs are prohibited.
- Signs painted with iridescent paint or Dayglow colors are prohibited.
- Exposed fluorescent or incandescent illumination is prohibited.
- Size, height and square footage allocations shall conform to the standards set forth in the I-1 District of The Chandler Zoning Sign Code.

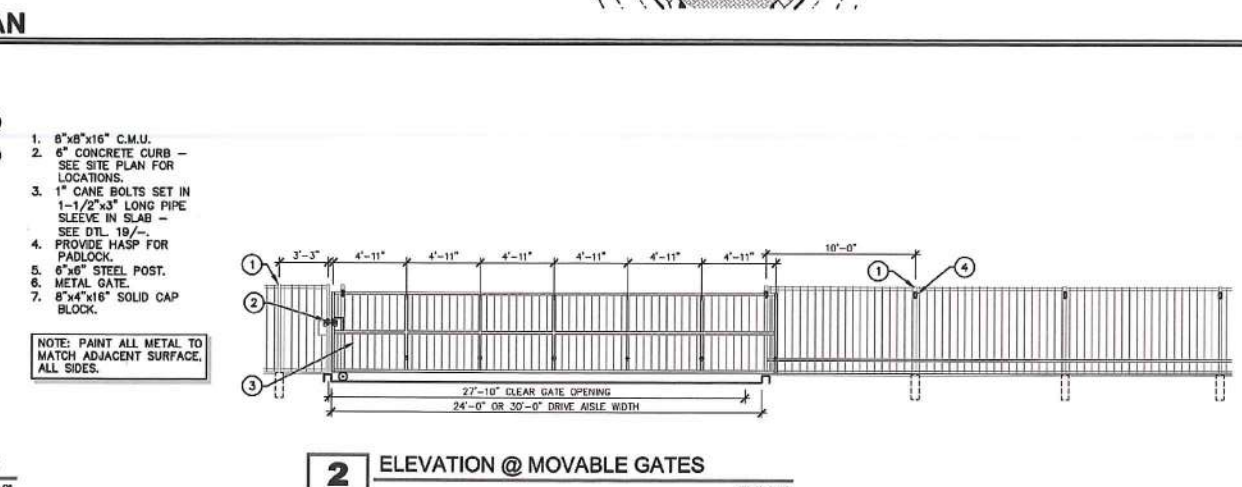
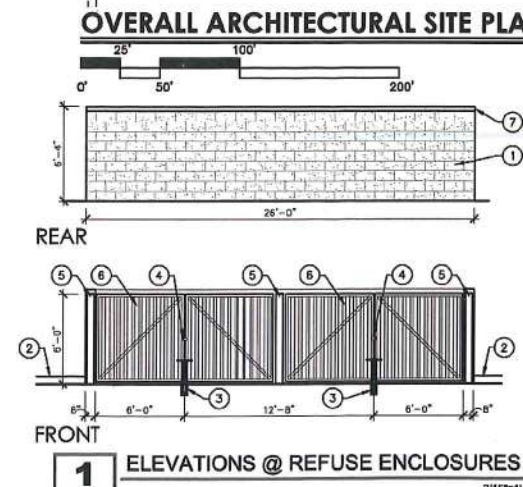
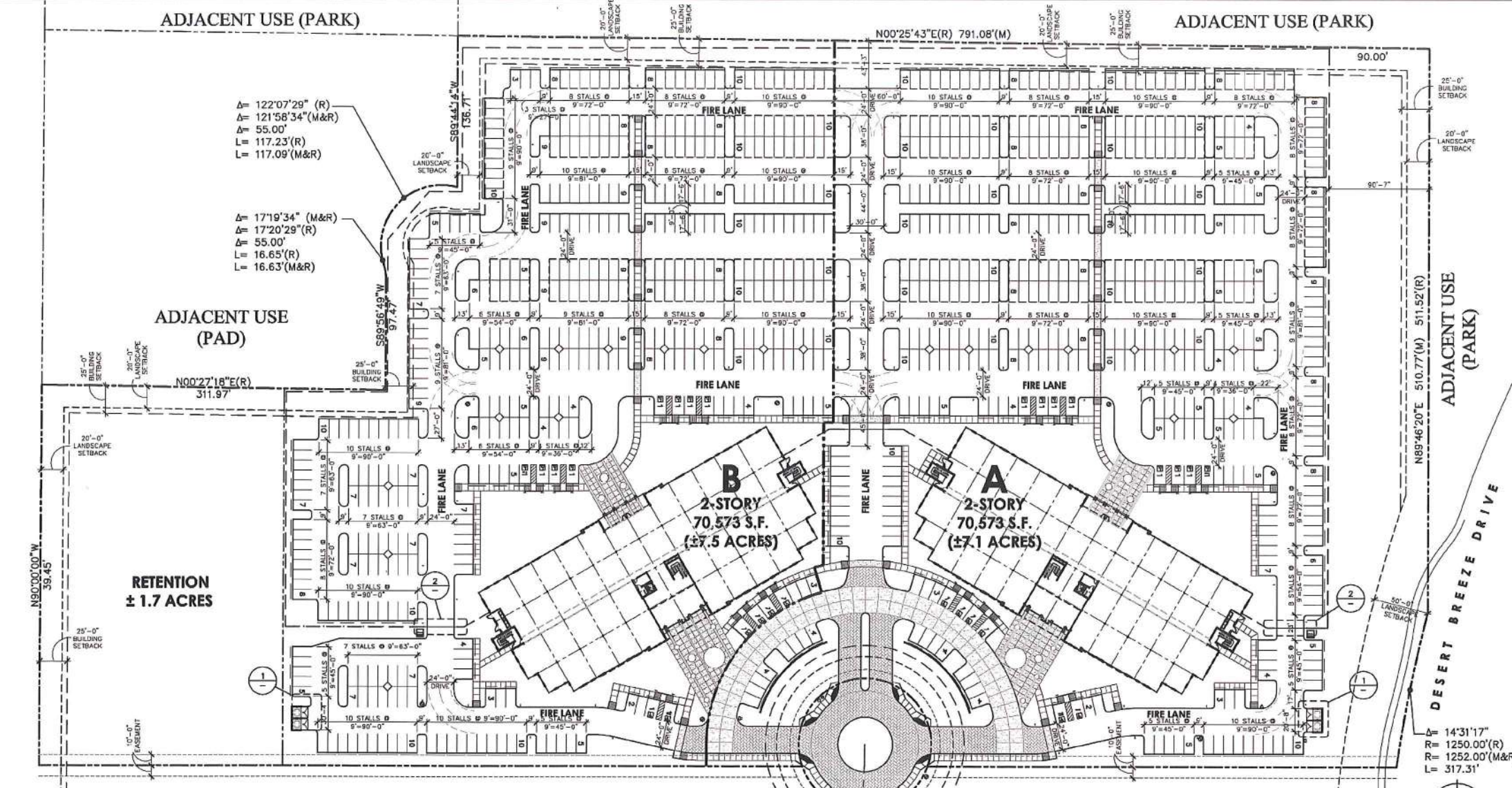
SIGN MAINTENANCE

- Any signage that has been approved or that has been issued a permit by the City of Chandler shall be maintained by the Owner or Occupant in possession of the property on which the sign is located. The signage must continue to conform to the conditions imposed by the sign permits.
- Any damaged sign shall be repaired within 30 days from date when damage was sustained.
- Any metal elements of signage cabinets, letters or panels shall be kept free of rust and rust stains.
- Any internally or backlit signage elements which do not illuminate 100% shall not be illuminated until repaired.



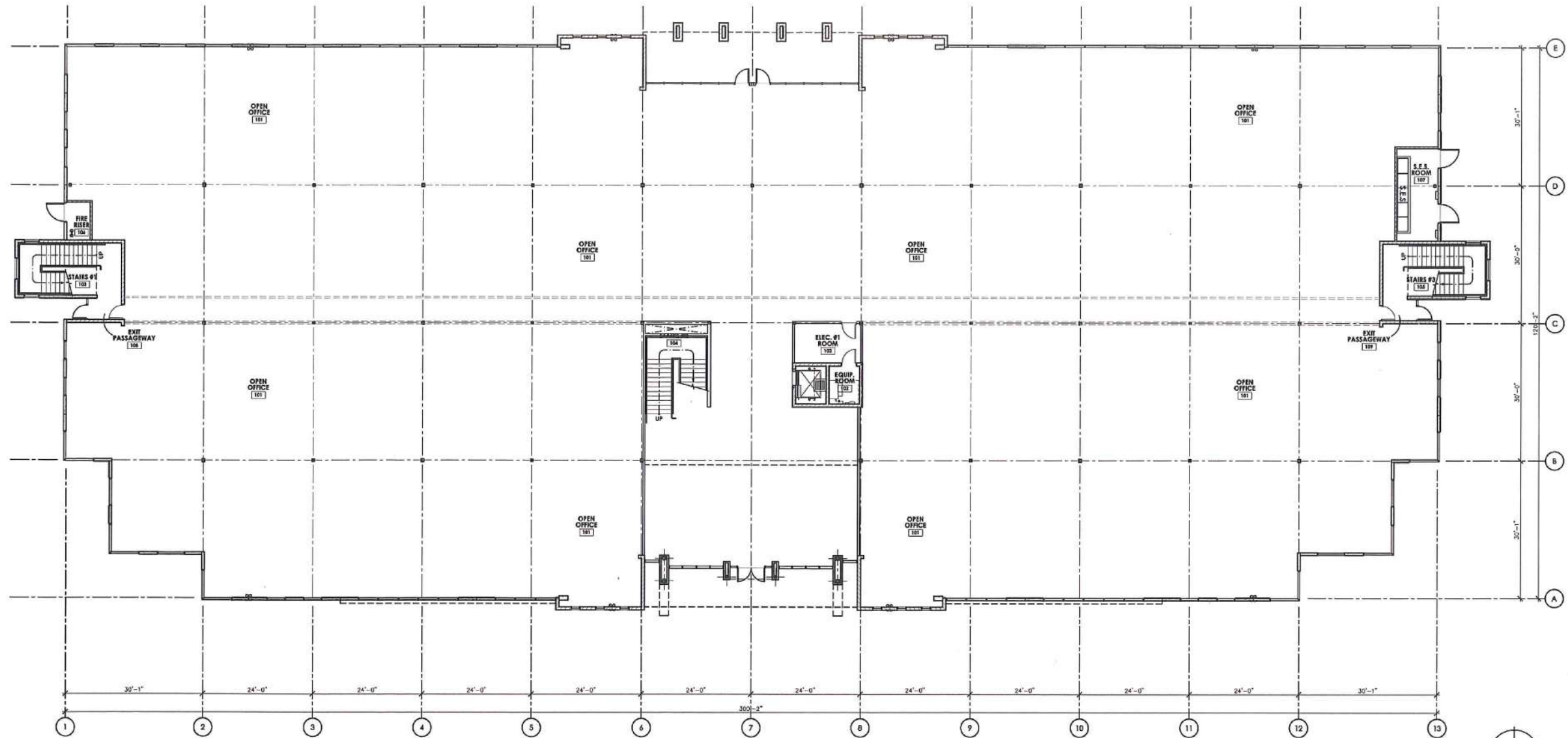


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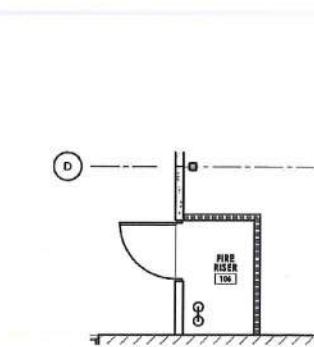


PROJECT DATA	
ASSESSOR'S PARCEL NUMBER:	301-67-008 B 301-67-707 301-67-708 C
EXISTING ZONING:	PAD
RETENTION NET AREA:	± 75,705 S.F. (± 1.7 ACRES)
OFFICE A:	
NET SITE AREA:	± 305,499 S.F. (± 7.1 ACRES)
BUILDING AREA:	± 70,573 S.F.
LOT COVERAGE:	± 11.5%
F.A.R.:	± 23%
PARKING REQUIRED:	± 353 SPACES (@ 1/200 S.F.)
PARKING PROVIDED:	± 467 SPACES
PARKING RATIO:	± 6.6 SPACES PER 1,000 S.F.
OFFICE B:	
NET SITE AREA:	± 326,749 S.F. (± 7.5 ACRES)
BUILDING AREA:	± 70,573 S.F.
LOT COVERAGE:	± 10.8%
F.A.R.:	± 22%
PARKING REQUIRED:	± 353 SPACES (@ 1/200 S.F.)
PARKING PROVIDED:	± 470 SPACES
PARKING RATIO:	± 6.7 SPACES PER 1,000 S.F.
TOTAL:	
NET SITE AREA:	± 707,953 S.F. (± 16.3 ACRES)
BUILDING AREA:	± 141,146 S.F.
LOT COVERAGE:	± 10.0%
F.A.R.:	± 19.9%
PARKING REQUIRED:	± 706 SPACES
PARKING PROVIDED:	± 937 SPACES
PARKING RATIO:	± 6.64 SPACES PER 1,000 S.F.

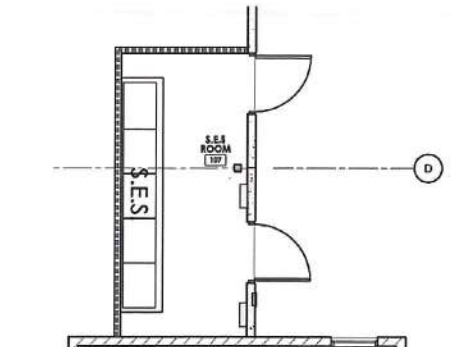




BUILDING 'A' 1ST FLOOR PLAN



3/16" = 1'-0"



3/16" = 1'-0"

KEYNOTES

- NOTE: THE FLOOR PLAN KEYNOTES LISTED BELOW ARE TYPICAL TO THE BUILDING AND MAY NOT BE APPLICABLE AND/OR REFERENCED ON ALL SHEETS.
1. CONCRETE SLAB - REFER TO STRUCTURAL DRAWINGS.
 2. INDEPENDANT ROOF/OVERFLOW LEADERS TO DAYLIGHT AT FACE OF WALL WITH ABS PIPE W/ 45DEG. BEND AT BOTTOM - REFER TO PLUMBING, CIVIL, & ---/A--- AND ---/A---.
 3. TUBE STEEL COLUMN - REFER TO STRUCTURAL DRAWINGS.
 4. 1" INSULATED GLAZING IN ALUMINUM WINDOW SYSTEM - REFER TO SHEETS A3.1-A3.4.
 5. LINE OF CANOPY / OVERHANG ABOVE - REFER TO REFLECTED CEILING PLAN.
 6. FIRE RISER LOCATION.
 7. PROVIDE DOB "AS-BUILT DRAWINGS" CABINET ADJACENT TO ALL FIRE RISER LOCATIONS (TYPICAL ALL BUILDINGS).
 8. ELECTRICAL SERVICE ENTRY SECTION - REFER TO ELECTRICAL DRAWINGS.
 9. KNOX BOX FOR FIRE DEPARTMENT ACCESS WITH DARK BRONZE AB-6 POWDER COAT FINISH, RECESS MOUNTED AT 4'-6" A.F.F.
 10. STRUCTURAL CONCRETE SLAB OVER METAL DECK - REFER STRUCTURAL DRAWINGS.
 11. ROOF ACCESS HATCH & LADDER - REFER TO DETAIL ---/A---.
 12. A.C.M. WRAPPED PIER - REFER TO SHEETS A--- & A---.

WALL TYPE LEGEND

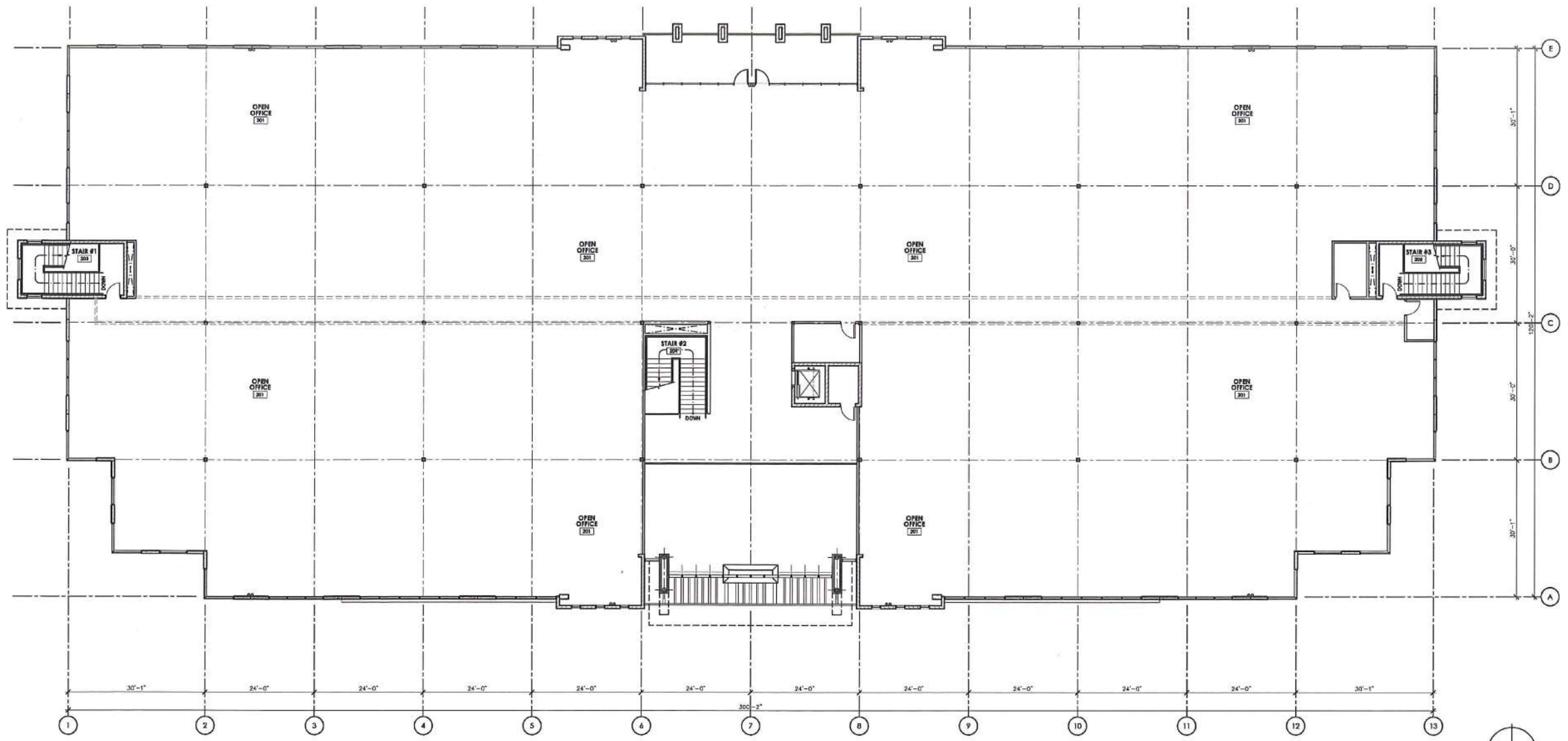
- 8" C.M.U. TO MATCH FINISH '1'
- MORTAR JOINTS TO HAVE RAKED JOINTS - REFER TO ELEVATIONS FOR TYPE AND SPECIFICATIONS. (INTEGRALLY COLORED) - TEXTURED SIDE TO FACE EXTERIOR.
- 6" C.M.U. TO MATCH FINISH '1'
- MORTAR JOINTS TO HAVE RAKED JOINTS - REFER TO ELEVATIONS FOR TYPE AND SPECIFICATIONS. (INTEGRALLY COLORED) - TEXTURED SIDE TO FACE EXTERIOR.
- LEVEL 2 FINISH ON 5/8" GYPSUM BOARD SHEATHING OVER 3-5/8" X 20 GA. METAL STUDS - BOTH SIDES - (1-HOUR RATED).
- LEVEL 2 FINISH ON 5/8" GYPSUM BOARD SHEATHING OVER 3-5/8" X 20 GA. METAL STUDS - BOTH SIDES.

SYMBOL LEGEND

- ◆ - CORRESPONDS TO WINDOW ELEVATION, SHEET A3.1 (SEE WINDOW ELEVATIONS FOR TEMPERED GLASS LOCATIONS.)
- - CORRESPONDS TO DOOR SCHEDULE, SHEET A3.2
- PJ - CORRESPONDS TO A PANEL JOINT, SEE DETAILS 5.6/AB.1 & SEE STRUCT.
- ◆ - FIRE EXTINGUISHER - SURFACE MOUNTED.
- ◆ - CORRESPONDS TO CONCRETE TILT-UP PANEL NUMBER - SEE STRUCTURAL.
- ◆ - EXIT SIGN. SEE ELECTRICAL.
- - SLAB VENT

GENERAL NOTES

- A. DIMENSIONS ARE TO OUTSIDE FACE OF MASONRY, CONC. TILT PANEL OR GLAZING SYSTEM UNLESS NOTED OTHERWISE. (U.N.O.).
- B. ALL FLOORING SURFACES TO BE PREPARED TO ACCEPT FLOORING PER SSPC-SP13 / NACE.
- C. REFER TO ---/A--- FOR INTERSTITIAL SPACE DIAGRAM.
- D. REST ROOMS ARE TO BE PROVIDED WITH TENANT IMPROVEMENT PHASE.



BUILDING 'A' 2ND FLOOR PLAN

3/32" = 1'-0"



KEYNOTES

- NOTE: THE FLOOR PLAN KEYNOTES LISTED BELOW ARE TYPICAL TO THE BUILDING AND MAY NOT BE APPLICABLE AND/OR REFERENCED ON ALL SHEETS.
1. CONCRETE SLAB - REFER TO STRUCTURAL DRAWINGS.
 2. INDEPENDANT ROOF/OVERFLOW LEADERS TO DAYLIGHT AT FACE OF WALL WITH ADS PIPE W/ 45DEG. BEND AT BOTTOM - REFER TO PLUMBING, CIVIL & --/A-- AND --/A--.
 3. TUBE STEEL COLUMN - REFER TO STRUCTURAL DRAWINGS.
 4. 1" INSULATED GLAZING IN ALUMINUM WINDOW SYSTEM - REFER TO SHEETS A3.1-A3.4.
 5. LINE OF CANOPY / OVERHANG ABOVE - REFER TO REFLECTED CEILING PLAN.
 6. FIRE RISER LOCATION.
 7. PROVIDE DBX "AS-BUILT DRAWINGS" CABINET ADJACENT TO ALL FIRE RISER LOCATIONS (TYPICAL ALL BUILDINGS).
 8. ELECTRICAL SERVICE ENTRY SECTION - REFER TO ELECTRICAL DRAWINGS.
 9. KNOX BOX FOR FIRE DEPARTMENT ACCESS WITH DARK BRONZE AB-6 POWDER COAT FINISH, RECESS MOUNTED AT 4'-6" A.F.F. - REFER TO STRUCTURAL DRAWINGS.
 10. STRUCTURAL CONCRETE SLAB OVER METAL DECK - REFER TO STRUCTURAL DRAWINGS.
 11. ROOF ACCESS HATCH & LADDER - REFER TO DETAIL --/A--.
 12. A.C.M. WRAPPED PIER - REFER TO SHEETS A--- & A---

WALL TYPE LEGEND

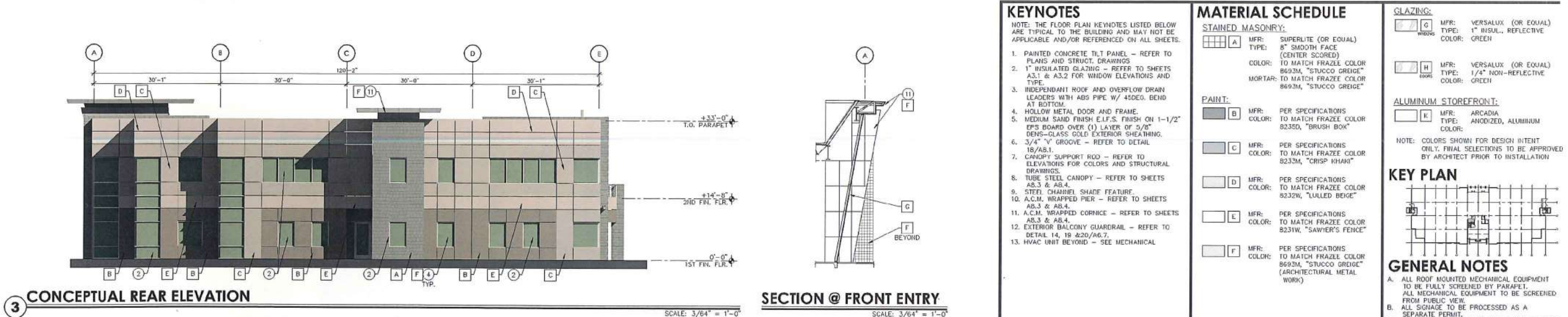
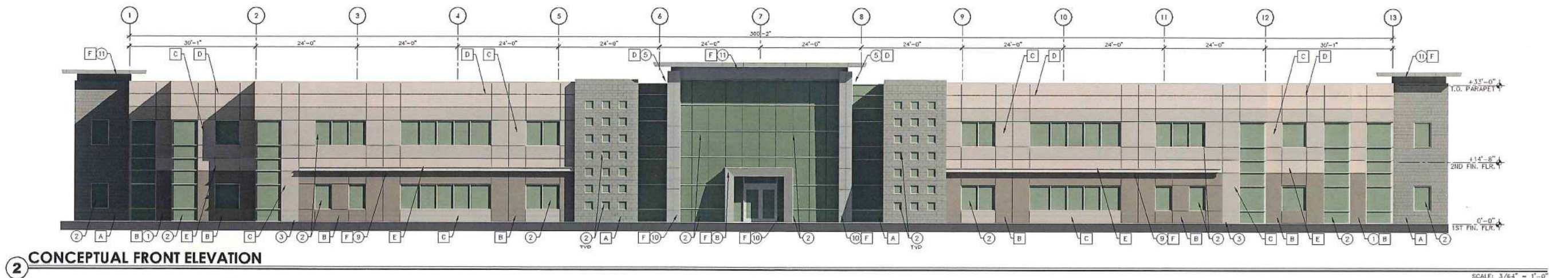
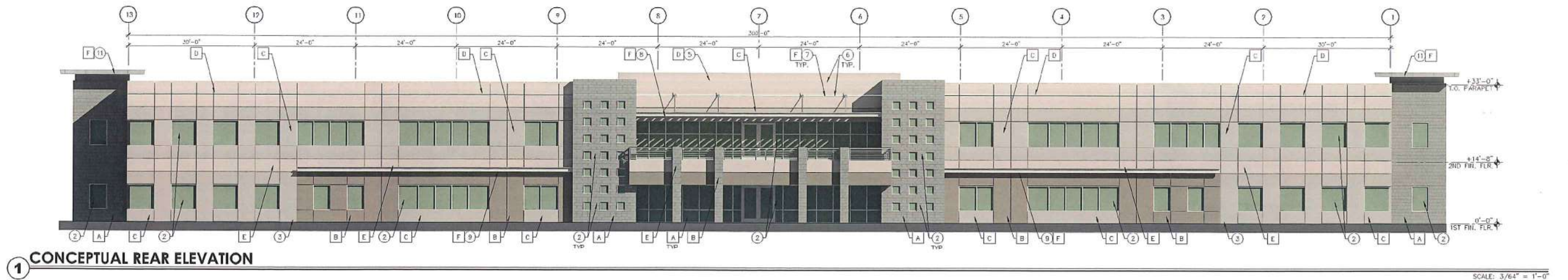
- 8" C.M.U. TO MATCH FINISH 'H' - MORTAR JOINTS TO HAVE RAKED JOINTS - REFER TO ELEVATIONS FOR TYPE AND SPECIFICATIONS. (INTEGRALLY COLORED) - TEXTURED SIDE TO FACE EXTERIOR.
- 8" C.M.U. TO MATCH FINISH 'J' - MORTAR JOINTS TO HAVE RAKED JOINTS - REFER TO ELEVATIONS FOR TYPE AND SPECIFICATIONS. (INTEGRALLY COLORED) - TEXTURED SIDE TO FACE EXTERIOR.
- LEVEL 2 FINISH ON 5/8" GYPSUM BOARD SHEATHING OVER 3-5/8" X 20 GA. METAL STUDS - BOTH SIDES - (1-HOUR RATED).
- LEVEL 2 FINISH ON 5/8" GYPSUM BOARD SHEATHING OVER 3-5/8" X 20 GA. METAL STUDS - BOTH SIDES.

SYMBOL LEGEND

- Corresponds to window elevation, sheet A3.1 (SEE WINDOW ELEVATIONS FOR TEMPERED GLASS LOCATIONS.)
- Corresponds to door schedule, sheet A3.2
- Corresponds to a panel joint, see details 5.6/AB.1 & SEE STRUCT.
- FIRE EXTINGUISHER - SURFACE MOUNTED.
- Corresponds to concrete tilt-up panel number - SEE STRUCTURAL.
- EXIT SIGN. SEE ELECTRICAL.
- SLAB VENT

GENERAL NOTES

- DIMENSIONS ARE TO OUTSIDE FACE OF MASONRY, CONC. TILT PANEL OR GLAZING SYSTEM UNLESS NOTED OTHERWISE. (U.N.D.).
- ALL FLOORING SURFACES TO BE PREPARED TO ACCEPT FLOORING PER SSPC-SP13 / NACE.
- REFER TO --/A-- FOR INTERSTITIAL SPACE DIAGRAM.
- REST ROOMS ARE TO BE PROVIDED WITH TENANT IMPROVEMENT PHASE.



SECTION @ FRONT ENTRY. SCALE: 3/64\" = 1'-0"

KEYNOTES

- NOTE: THE FLOOR PLAN KEYNOTES LISTED BELOW ARE TYPICAL TO THE BUILDING AND MAY NOT BE APPLICABLE AND/OR REFERENCED ON ALL SHEETS.
1. PAINTED CONCRETE TILT PANEL - REFER TO PLANS AND STRUCT. DRAWINGS
 2. 1" INSULATED GLAZING - REFER TO SHEETS A3.1 & A3.2 FOR WINDOW ELEVATIONS AND TYPE
 3. INDEPENDANT ROOF AND OVERFLOW DRAIN LEADERS WITH ADS PIPE W/ 45DEG. BEND AT BOTTOM
 4. HOLLOW METAL DOOR AND FRAME
 5. MEDIUM SAND FINISH E.I.F.S. FINISH ON 1-1/2" EPS BOARD OVER (1) LAYER OF 5/8" DENS-GLASS GOLD EXTERIOR SHEATHING
 6. 3/4" "V" GROOVE - REFER TO DETAIL 18/AB.1
 7. CANOPY SUPPORT ROD - REFER TO ELEVATIONS FOR COLORS AND STRUCTURAL DRAWINGS
 8. TUBE STEEL CANOPY - REFER TO SHEETS AB.3 & AB.4
 9. STEEL CHANNEL SHADE FEATURE
 10. A.C.M. WRAPPED PIER - REFER TO SHEETS AB.3 & AB.4
 11. A.C.M. WRAPPED CORNICE - REFER TO SHEETS AB.3 & AB.4
 12. EXTERIOR BALCONY GUARDRAIL - REFER TO DETAIL 14.19 & 20/AG.7
 13. HVAC UNIT BEYOND - SEE MECHANICAL

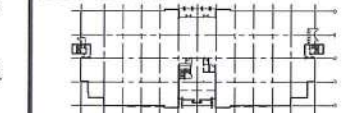
MATERIAL SCHEDULE

STAINED MASONRY:	
	MFR: SUPERLITE (OR EQUAL) 8" SMOOTH FACE (CENTER SCORED) COLOR: TO MATCH FRAZEE COLOR MORTAR: TO MATCH FRAZEE COLOR 8693M, "STUCCO GREIGE"
	MFR: PER SPECIFICATIONS TO MATCH FRAZEE COLOR 8235D, "BRUSH BOX"
	MFR: PER SPECIFICATIONS TO MATCH FRAZEE COLOR 8232M, "CRISP KHAKI"
	MFR: PER SPECIFICATIONS TO MATCH FRAZEE COLOR 8232W, "WALLED BEIGE"
	MFR: PER SPECIFICATIONS TO MATCH FRAZEE COLOR 8231W, "SAWYER'S FENCE"
	MFR: PER SPECIFICATIONS TO MATCH FRAZEE COLOR 8693M, "STUCCO GREIGE" (ARCHITECTURAL METAL WORK)

GLAZING:	
	MFR: VERSALUX (OR EQUAL) TYPE: 1" INSUL., REFLECTIVE COLOR: GREEN
	MFR: VERSALUX (OR EQUAL) TYPE: 1/4" NON-REFLECTIVE COLOR: GREEN
ALUMINUM STOREFRONT:	
	MFR: ARCADIA TYPE: ANODIZED, ALUMINUM COLOR:

NOTE: COLORS SHOWN FOR DESIGN INTENT ONLY. FINAL SELECTIONS TO BE APPROVED BY ARCHITECT PRIOR TO INSTALLATION

KEY PLAN



- #### GENERAL NOTES
- ALL ROOF MOUNTED MECHANICAL EQUIPMENT TO BE FULLY SCREENED BY PARAPET.
 - ALL MECHANICAL EQUIPMENT TO BE SCREENED FROM PUBLIC VIEW.
 - ALL SIGNAGE TO BE PROCESSED AS A SEPARATE PERMIT.
 - ALL EXPOSED METALWORK TO BE GROUND VERY SMOOTH, PRIMED AND PAINTED.

[illegible]

SCALE: 1" = 40'0"



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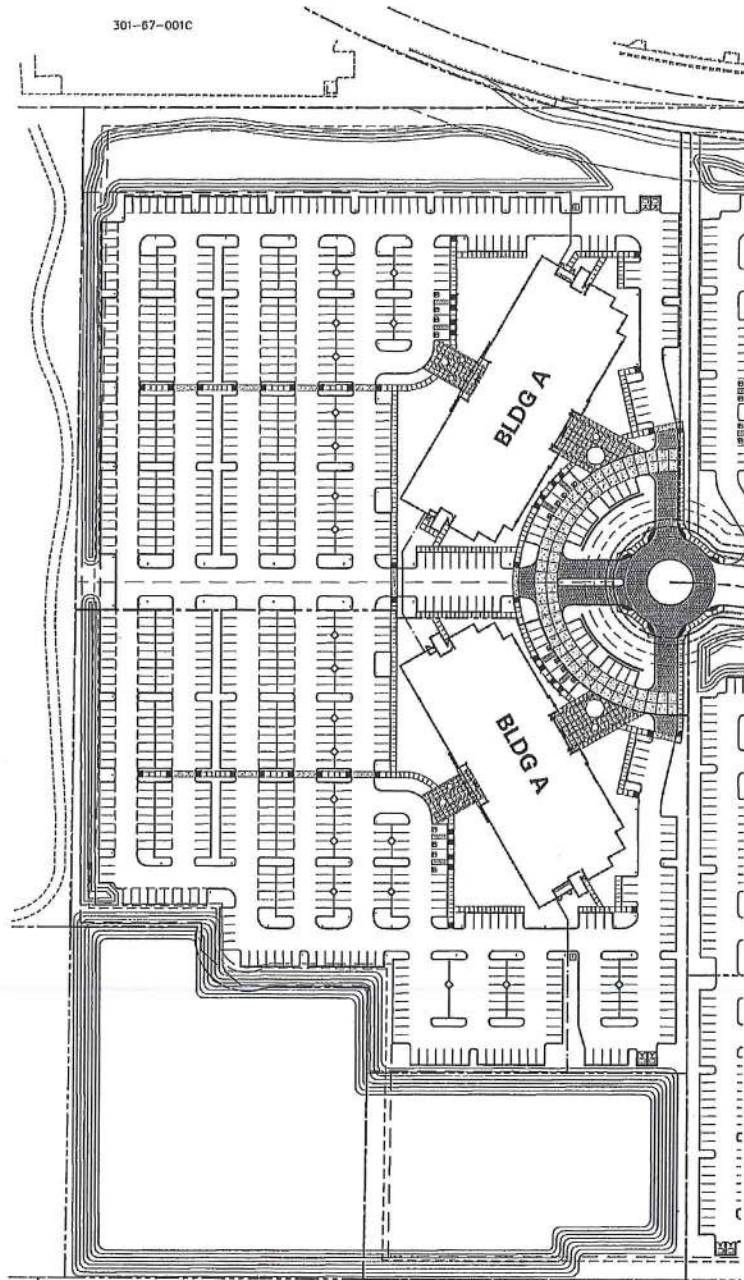
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Patrick Hayes Architecture



COVER SHEET MEDISERVE FOR CHANDLER CORPORATE CENTER NWC CHANDLER BLVD & McCLINTOCK DRIVE CHANDLER, ARIZONA

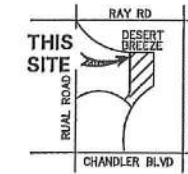
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

301-67-001C



SITE PLAN

N.T.S.



VICINITY MAP

N.T.S.

DEVELOPER/OWNER

LGE CORPORATION
740 N. 52ND STREET SUITE 200
PHOENIX, ARIZONA 85008
PHONE: (602) 956-4001
FAX: (602) 956-9001
CONTACT: FRANK PETTIT

ARCHITECT

PATRICK HAYES ARCHITECTS
15849 N. 71ST STREET SUITE 200
SCOTTSDALE, ARIZONA 85264
PHONE: (480) 556-9000
FAX: (480) 556-9490
CONTACT: TIM THIELKE

CIVIL ENGINEER

HUNTER ENGINEERING, P.C.
8283 N. HAYDEN ROAD SUITE 275
SCOTTSDALE, ARIZONA 85268
PHONE: (480) 991-3985
FAX: (480) 991-3986
CONTACT: JEFF HUNTER

SHEET INDEX

COVER SHEET.....	C1
CONCEPT GRADING AND DRAINAGE PLAN.....	C2
CONCEPT UTILITY PLAN.....	C3

NO.	DATE	REVISION	BY

DESIGN BY:	ORW
DRAWN BY:	R.M.
CHECKED BY:	LMT

HUNTER ENGINEERING	CIVIL AND SURVEY	8283 N. HAYDEN RD. SUITE 275
		SCOTTSDALE, ARIZONA 85268
		PH: 480 991 3985
		F: 480 991 3986



COVER SHEET
FOR MEDISERVE
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DR
CHANDLER, ARIZONA

THESE PLANS ARE
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CONSTRUCTION
WITHOUT AN
APPROVED SIGNATURE
FROM THE GOVERNING
MUNICIPALITY.

HE JOB NO.:
LGEC040

SCALE
N.T.S.

SHEET
C1 OF 3

C.O.C. LOG NO. PPT 05-0010

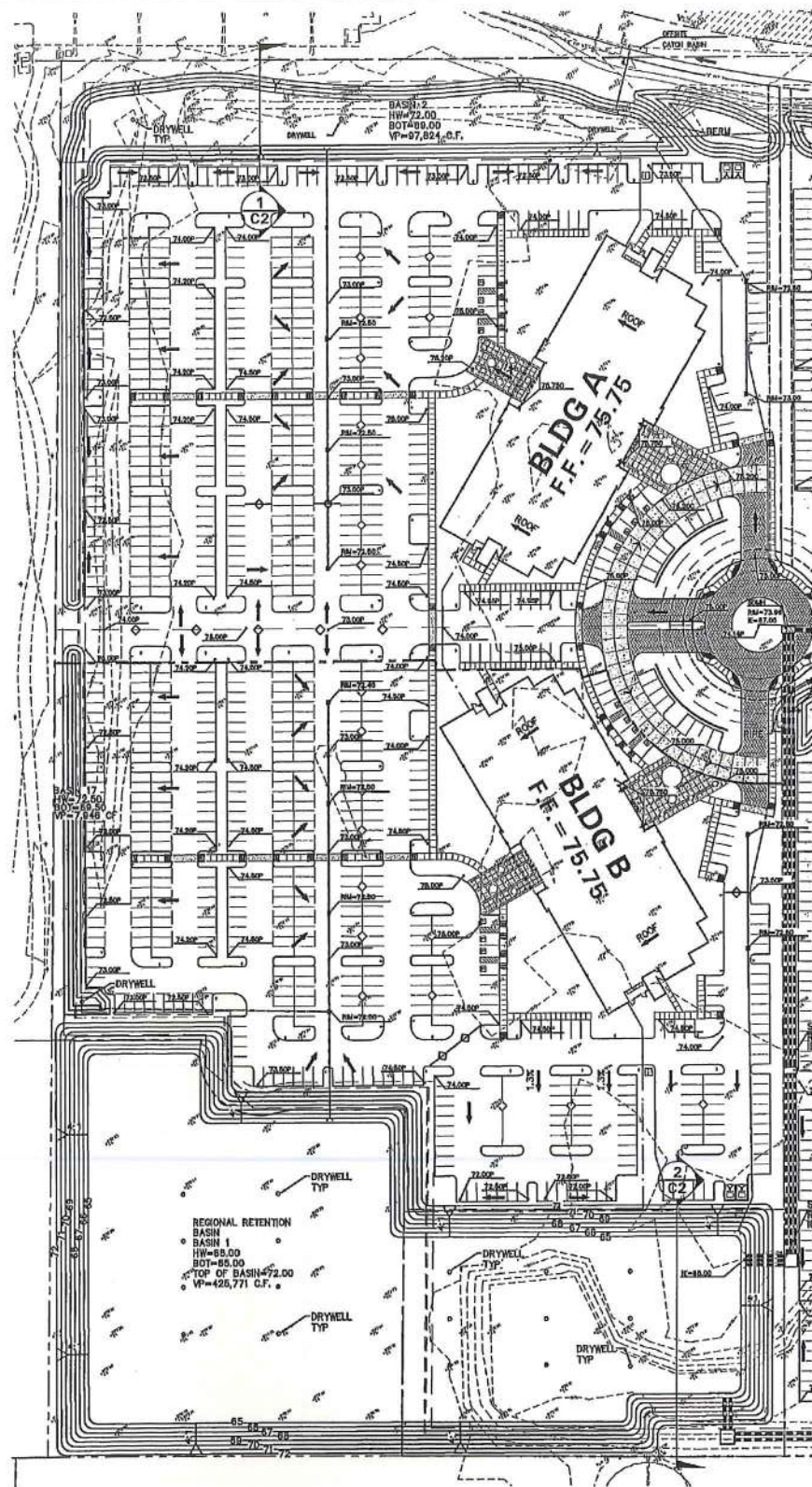


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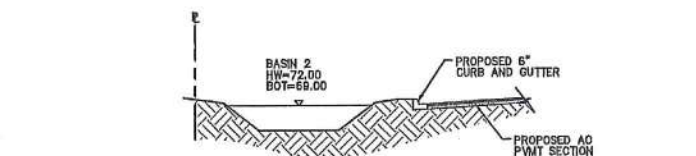


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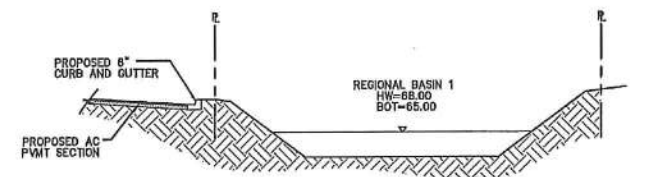
Page 46



CONCEPTUAL GRADING & DRAINAGE PLAN MEDISERVE CHANDLER CORPORATE CENTER



1 TYPICAL SECTION N.T.S.



2 TYPICAL SECTION N.T.S.

RETENTION SUMMARY

RETENTION REQUIRED
PHASE I & PHASE II
SITE AREA 14.44 ACRES
CITY OF CHANDLER FORMULA
 $V = 0.12 \times A \times C \times 1.1$ $D = 2.6$

RETENTION REQUIRED =
 $(2.6 / 12) (14.44) (43580) (0.0) (1.1) = 134,922$ CU.FT.

RETENTION PROVIDED
BASIN 1 - WITHIN REGIONAL BASIN 29,152 CU.FT.
BASIN 2 67,824 CU.FT.
BASIN 17 7,946 CU.FT.
TOTAL 134,922 CU.FT.

TOTALS
TOTAL RETENTION REQUIRED 134,922 CU.FT.
TOTAL RETENTION PROVIDED 134,922 CU.FT.
EXCESS 0 CU.FT.

LEGEND

- PROPOSED GRADE BREAK
- PROPOSED STORM LINE
- PROPOSED CATCH BASIN
- PROPOSED SPOT ELEVATION
- PROPOSED FLOW ARROW
- SECTION CALLOUT

NO.	DATE	REVISION	BY

DESIGN BY: CRW
DRAWN BY: RLM
CHECKED BY: LMT

HUNTER
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CIVIL AND SURVEY
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F 480.991.3888



CONCEPTUAL GRADING & DRAINAGE
MEDISERVE
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & MCCLINTOCK DR
CHANDLER, ARIZONA

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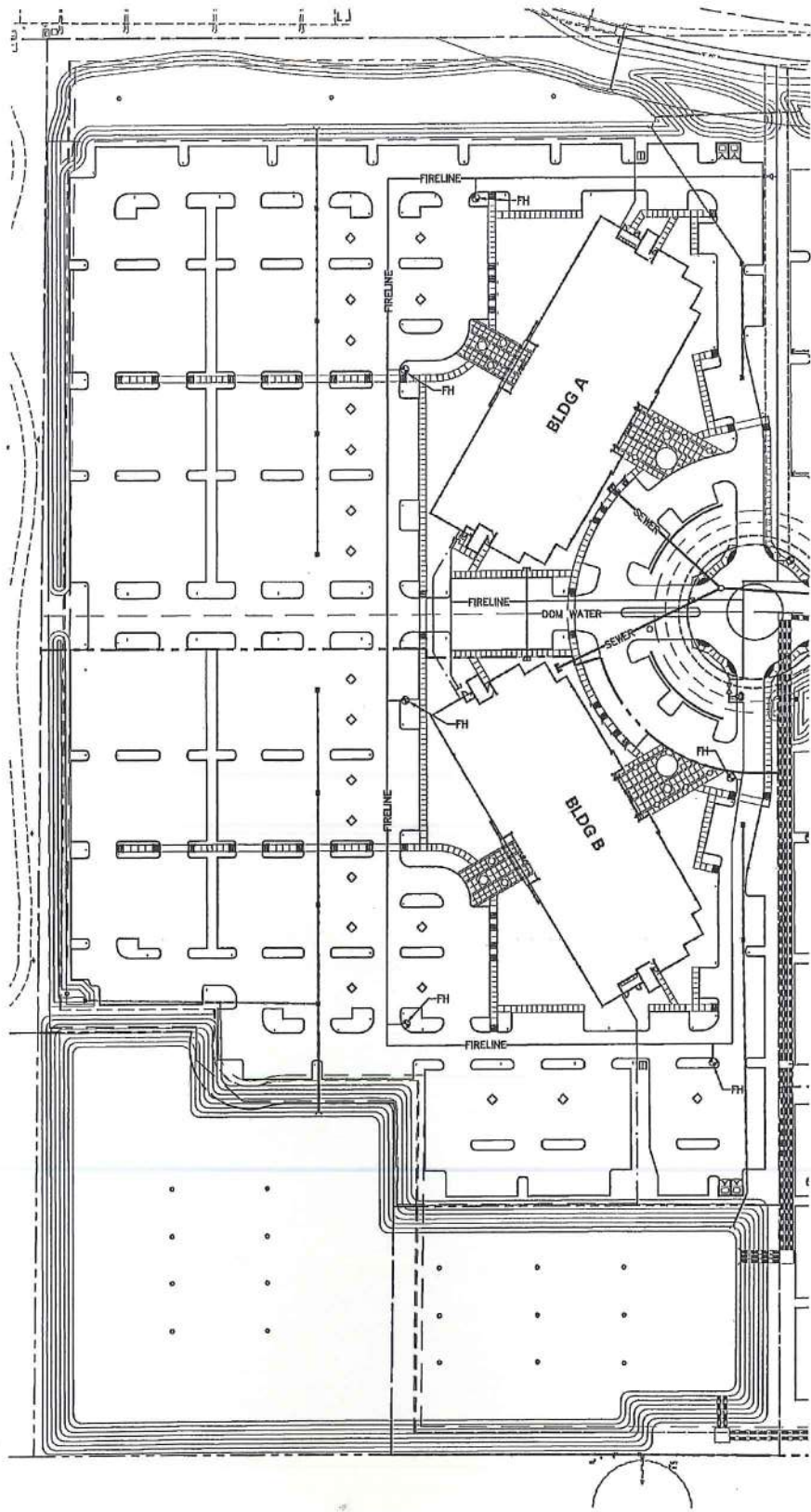
HE JOB NO.:
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SCALE
1" = 60'

SHEET
C2 OF 3

C.O.C. LOG NO. PPT 05-0010

CONCEPTUAL UTILITY PLAN MEDISERVE NWC CHANDLER BLVD & MCCLINTOCK DRIVE



LEGEND

W	PROPOSED WATER MAIN
SS	PROPOSED SEWER MAIN
⊗	PROPOSED FIRE HYDRANT
⊗	PROPOSED BACKFLOW PREVENTER
⊗	PROPOSED FIRE DEPARTMENT CONNECTION

NOTE

- 1.) ON-SITE FIRE AND DOMESTIC WATER SERVICES ARE SUBJECT TO CHANGE DURING FINAL SITE DESIGN AND DEVELOPMENT.
- 2.) MINIMUM DESIGN SEWER SLOPE SHALL BE 0.0038 FT/FT FOR PUBLIC 8" SANITARY SEWER LINES IN ORDER TO SERVICE THIS DEVELOPMENT.

NO.	DATE	REVISION	BY

DESIGN BY: CRW
 DRAWN BY: RLM
 CHECKED BY: LMT

HUNTER
 ENGINEERING
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 SCOTTSDALE, AZ 85258
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CONCEPT UTILITY PLAN
 MEDISERVE
 CHANDLER CORPORATE CENTER
 NWC CHANDLER BLVD & MCCLINTOCK DR
 CHANDLER, ARIZONA

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HE JOB NO.:
 LGEC040

SCALE
 1"=60'

SHEET
 C3 OF 3

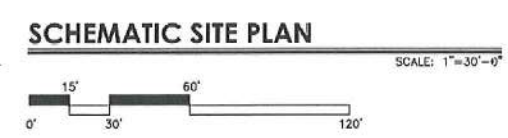
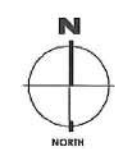
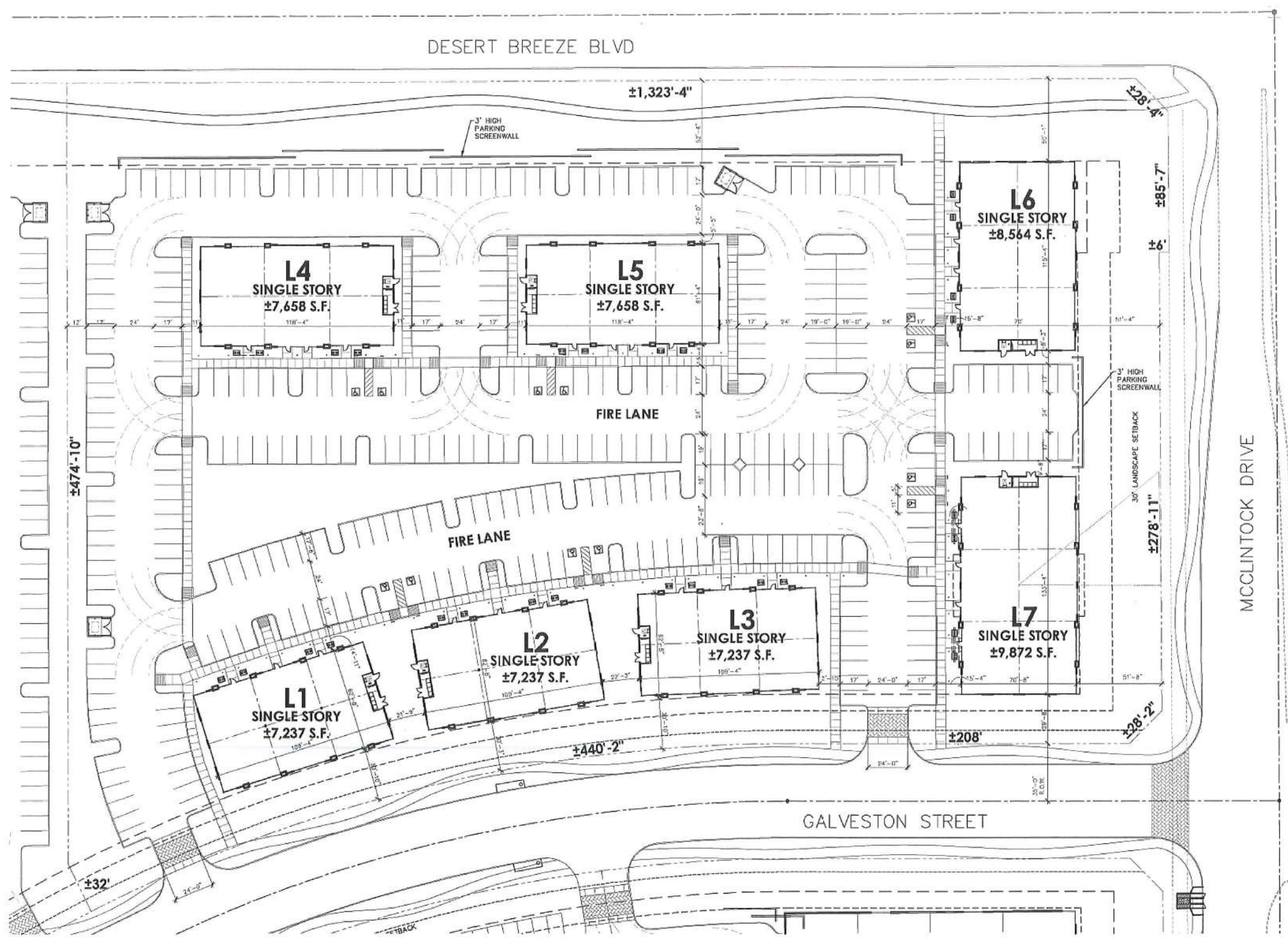
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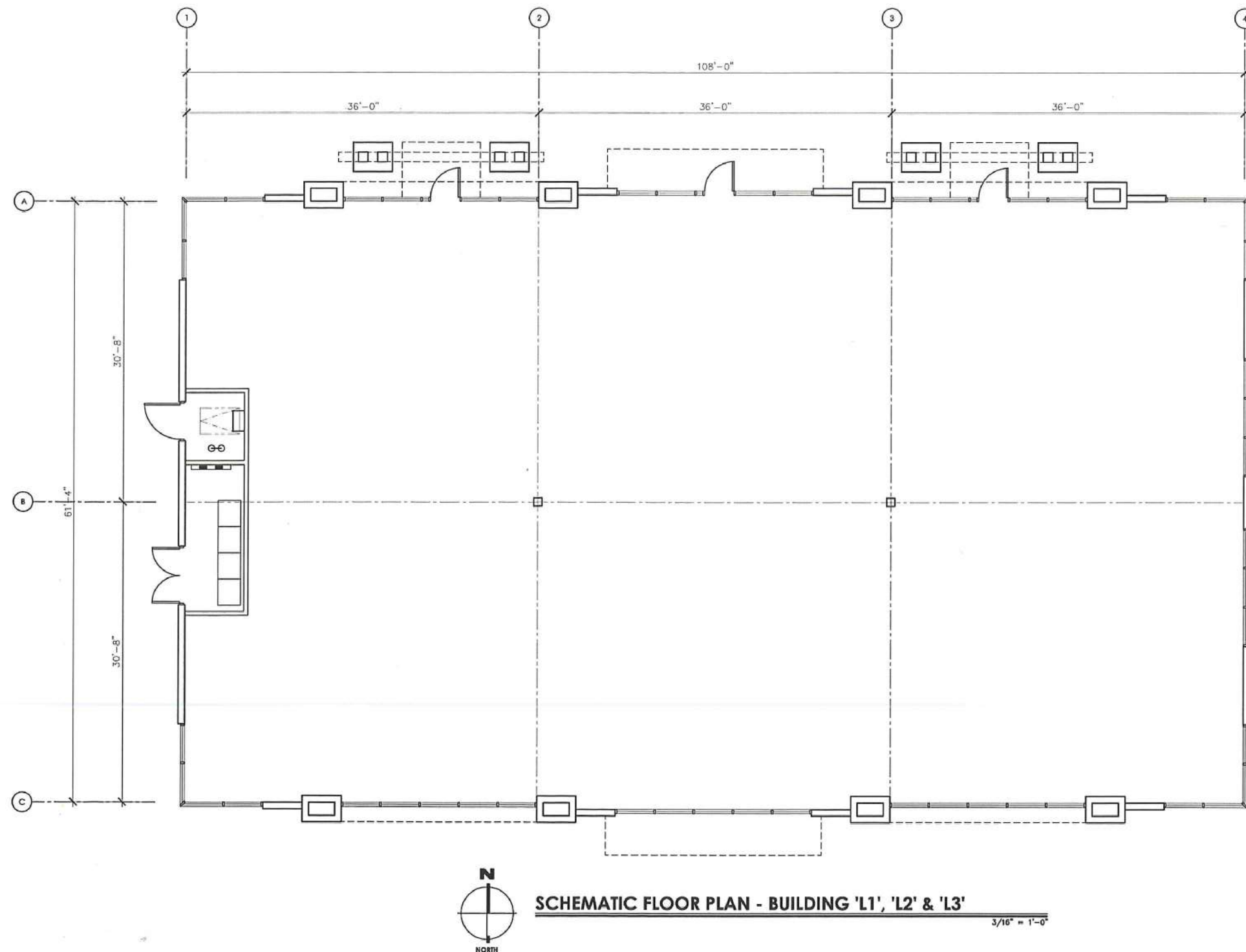


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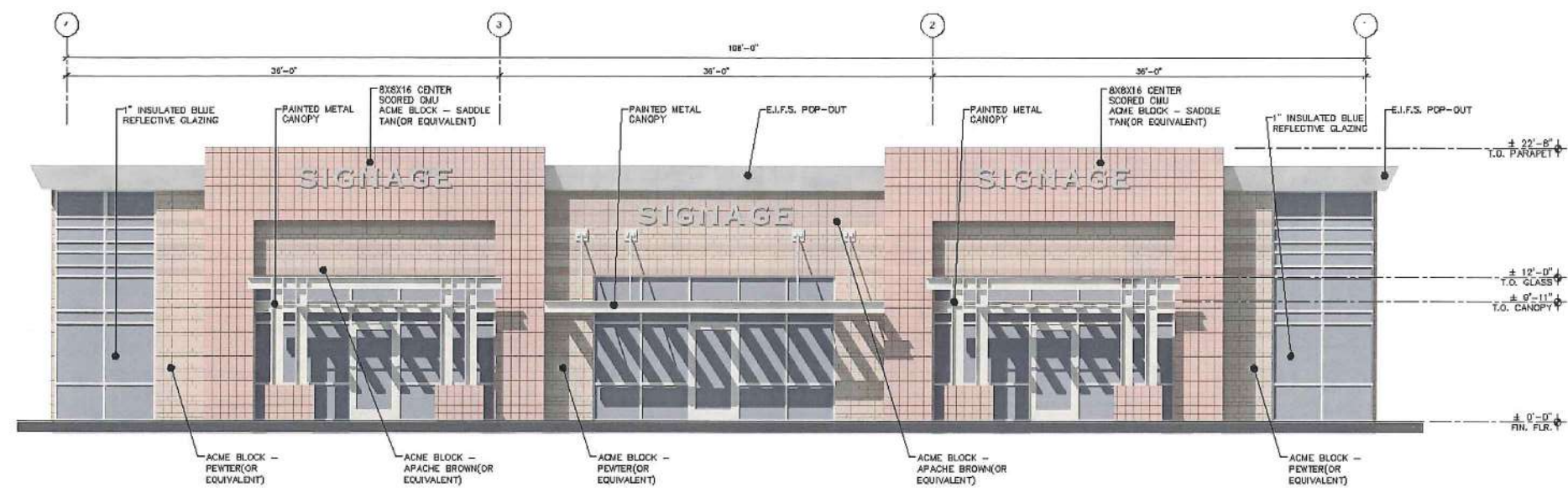






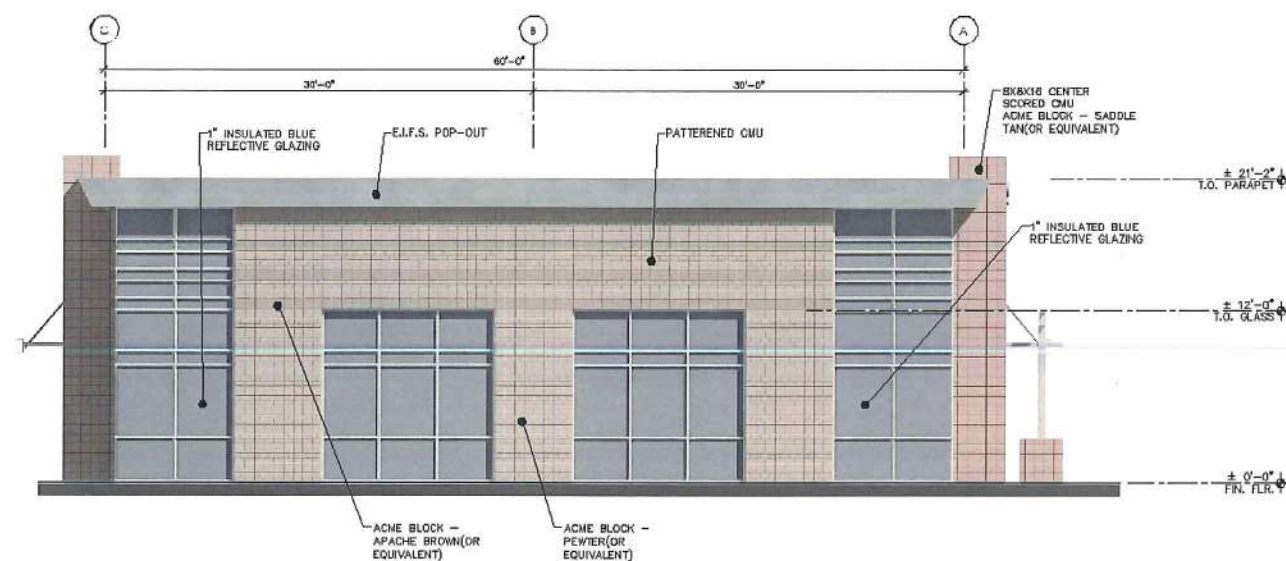


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NORTH ELEVATION - BUILDING L2

SCALE: 3/16"=1'-0"

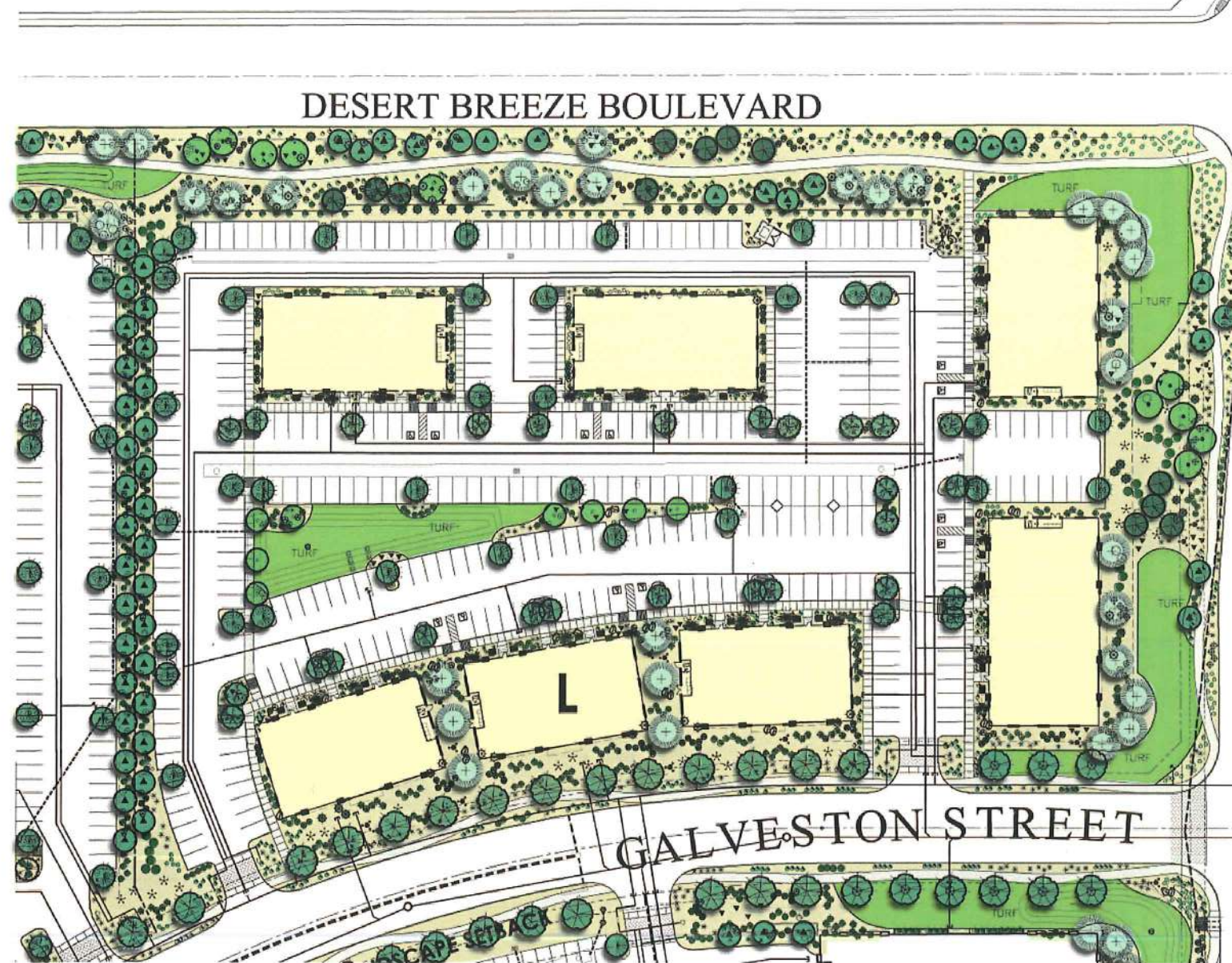


EAST ELEVATION - BUILDING L2

SCALE: 3/16"=1'-0"

LANDSCAPE LEGEND

	HEIGHT	WIDTH	CALIPER
 CERCIDIUM FLORIDUM BLUE PALO VERDE 24" BOX	6.0	2.0	0.75
 CERCIDIUM PRAECOX PALO BREA 24" BOX	7.0	4.0	1.50
 PROSOPIS CHILENSIS CHILEAN MESQUITE (THORNLESS) 24" BOX	8.0	4.0	1.50
 ONLEYA TESOTA IRONWOOD 24" BOX	6.0	3.0	1.25
 ACAICA STENOPHYLLA SHOESTRING ACACIA 36" BOX	13.0	6.0	2.50
 ACAICA STENOPHYLLA SHOESTRING ACACIA 15 GALLON	7.0	2.5	0.75
 PROPOSED SALVAGED TREE FROM FUTURE PLANT INVENTORY	VARIABLES	VARIABLES	
 WASHINGTONIA ROBUSTA MEXICAN FAN PALM 20" TRUNK FT (SKINNED)	20.0		
 RUELLIA PENINSULARIS BAJA RUELLA 5 GALLON			
 NERIUM OLEANDER 'PETITE PINK' PETITE PINK 5 GALLON			
 LEUCOPHYLLUM FRUTESCENS 'GREEN CLOUD SAGE' 5 GALLON			
 LEUCOPHYLLUM CANDIDUM SILVER CLOUD SAGE 5 GALLON			
 LANTANA MONTEVIDENSIS 'GOLD MOUND' 1 GALLON			
 LANTANA MONTEVIDENSIS 'TRAILING PURPLE' 1 GALLON			
 DALEA GREGGII TRAILING DALEA 1 GALLON			
 1/2" MINUS WALKER BUTTE 'RED' DECOMPOSED GRANITE 2" DEPTH IN ALL LANDSCAPE AREAS			
 AGAVE WEBERII AGAVE 5 GALLON			
 HESPERALOE PARVIFLORA RED YUCCA 5 GALLON			
 CAESALPINIA MEXICANA MEXICAN BIRD OF PARADISE 5 GALLON			
 ACAICA REDOLENS DESERT CARPET 5 GALLON			
 AMBROSIA DELTOIDEA BURSAGE 5 GALLON			
 BAILEYA MULTIRADIATA DESERT MARIGOLD 1 GALLON			
 ENCELIA FARINOSA BRITTLE BUSH 5 GALLON			
 JUSTICIA CALIFORNICA CHUPAROSA 5 GALLON			
 LARREA TRIDENTATA CREOSOTE BUSH 5 GALLON			
 VERBENA RIGIDA SANDPAPER VERBENA 1 GALLON			
 YUCCA BACCATA BANANA YUCCA 5 GALLON			
 MID-IRON TURF SOD			
 3"x3"x3" SURFACE SELECT GRANITE BOULDER MINIMUM 2000lbs EACH			
 6" EXTRUDED CURB CONCRETE HEADER SEE DETAIL			
 SAGUARO SAGUARO 3 ARM MIN.			



McCLINTOCK DRIVE



LANDSCAPE PLAN BUILDING'S L

SCALE: 1" = 40'-0"



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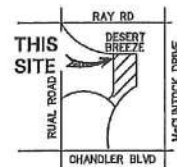


11.03.05

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COVER SHEET FOR BUILDINGS L1 THRU L7 FOR CHANDLER CORPORATE CENTER NWC CHANDLER BLVD & McCLINTOCK DRIVE CHANDLER, ARIZONA

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 4 EAST, OF
THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.



N.T.S.

VICINITY MAP

DEVELOPER/OWNER

LGE CORPORATION
740 N. 52ND STREET SUITE 200
PHOENIX, ARIZONA 85008
PHONE: (602) 966-4001
FAX: (602) 966-9001
CONTACT: FRANK PETTIT

ARCHITECT

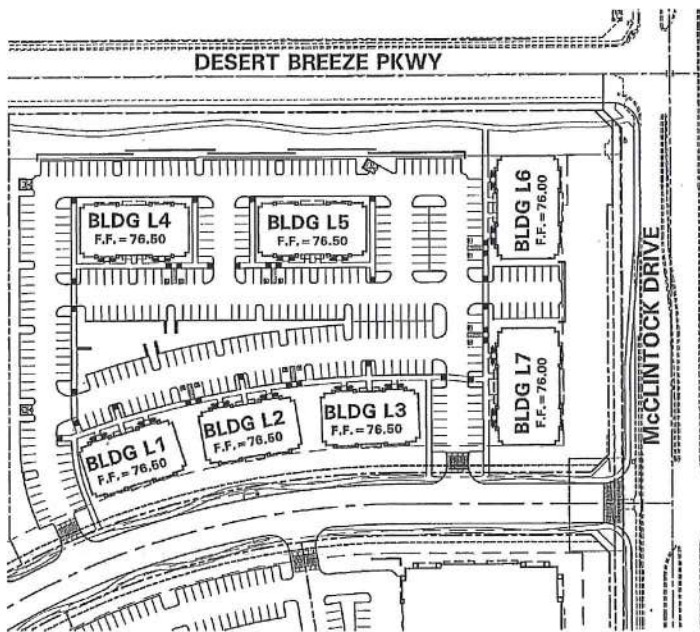
PATRICK HAYES ARCHITECTS
16849 N. 71ST STREET SUITE 200
SCOTTSDALE, ARIZONA 85254
PHONE: (480) 556-9000
FAX: (480) 556-9490
CONTACT: TIM THIELKE

CIVIL ENGINEER

HUNTER ENGINEERING, P.C.
8283 N. HAYDEN ROAD SUITE 275
SCOTTSDALE, ARIZONA 85288
PHONE: (480) 991-3885
FAX: (480) 991-3886
CONTACT: JEFF HUNTER

SHEET INDEX

COVER SHEET.....C1
CONCEPT GRADING AND DRAINAGE PLAN.....C2
CONCEPT UTILITY PLAN.....C3



SITE PLAN

N.T.S.

NO.	DATE	REVISION	BY

DESIGN BY: CRW
DRAWN BY: RLM
CHECKED BY: LMT

CIVIL AND SURVEY

HUNTER
ENGINEERING
8283 N. HAYDEN RD. SUITE 275
SCOTTSDALE, AZ 85288
PHONE: (480) 991-3885
FAX: (480) 991-3886



COVER SHEET
FOR BUILDINGS L1 THRU L7
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DR
CHANDLER, ARIZONA

THESE PLANS ARE
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CONSTRUCTION
WITHOUT AN
APPROVED SIGNATURE
FROM THE GOVERNING
MUNICIPALITY.

HE JOB NO.:
LGE040

SCALE
N.T.S.

SHEET
C1 OF 3

C.O.C. LOG NO. PPT 05-0010



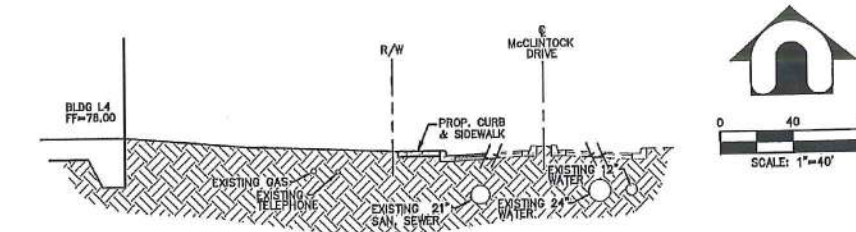
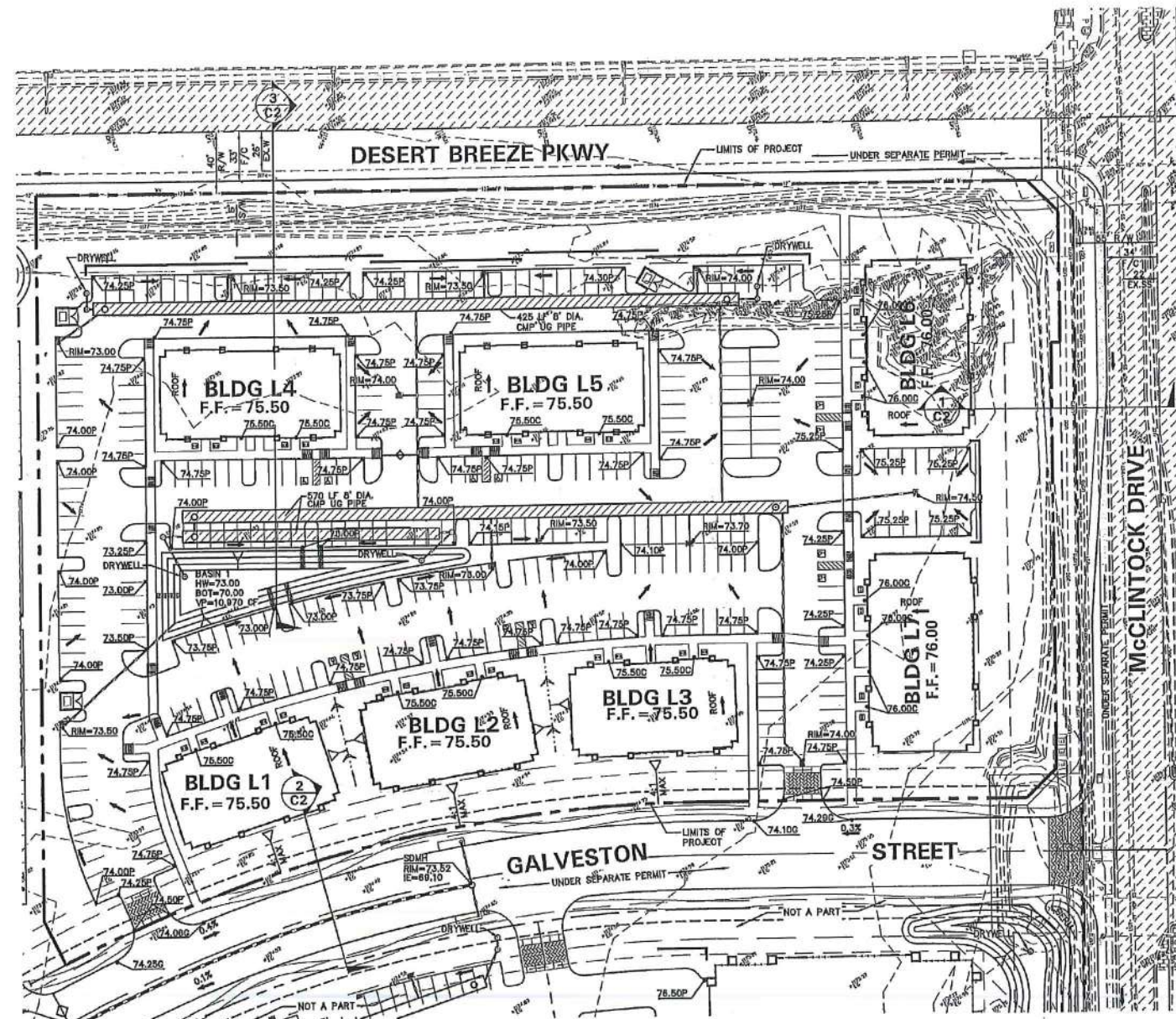
PHArchitecture
Patrick Hayes Architecture



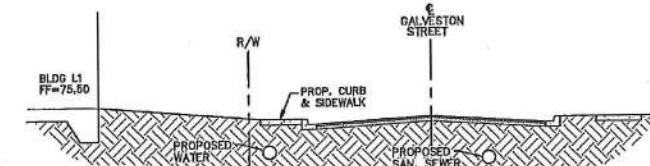
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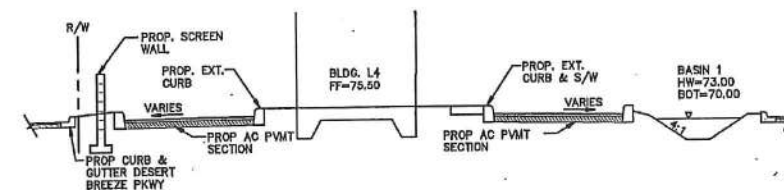
CONCEPTUAL GRADING & DRAINAGE PLAN BUILDINGS L1 THRU L7 CHANDLER CORPORATE CENTER



1 TYPICAL SECTION



2 TYPICAL SECTION



3 TYPICAL SECTION

RETENTION SUMMARY

RETENTION REQUIRED
SITE AREA — 6.52 ACRES
CITY OF CHANDLER FORMULA
 $V = D/12 \times A \times C \times I$ D=2.5
RETENTION REQUIRED =
 $(2.5/12)(6.52)(43560)(0.9)(1.1) = 60,917$ CU.FT.

RETENTION PROVIDED
BASIN 1 — 10,970 CU.FT.
UNDERGROUND RETENTION — 49,889 CU.FT.
UNDERGROUND TOTAL — 60,859 CU.FT.

TOTALS
TOTAL RETENTION REQUIRED — 60,917 CU.FT.
TOTAL RETENTION PROVIDED — 60,859 CU.FT.
EXCESS — 42 CU.FT.

LEGEND

- PROPOSED GRADE BREAK
- PROPOSED STORM LINE
- PROPOSED CATCH BASIN
- 75.00P PROPOSED SPOT ELEVATION
- PROPOSED FLOW ARROW
- SECTION CALLOUT

NO.	DATE	REVISION	BY

DESIGN BY: CRW
DRAWN BY: RLM
CHECKED BY: LMT

CIVIL AND SURVEY
HUNTER
ENGINEERING
4210 N. LARRY
TALBOT
8233 N. HAVEN RD. SUITE 275
SCOTTSDALE, AZ 85258
T 480 991 3585
F 480 991 3586



CONCEPTUAL GRADING & DRAINAGE
BUILDINGS L1 THRU L7
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & MCCLINTOCK DR
CHANDLER, ARIZONA

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MUNICIPALITY.

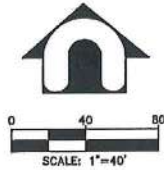
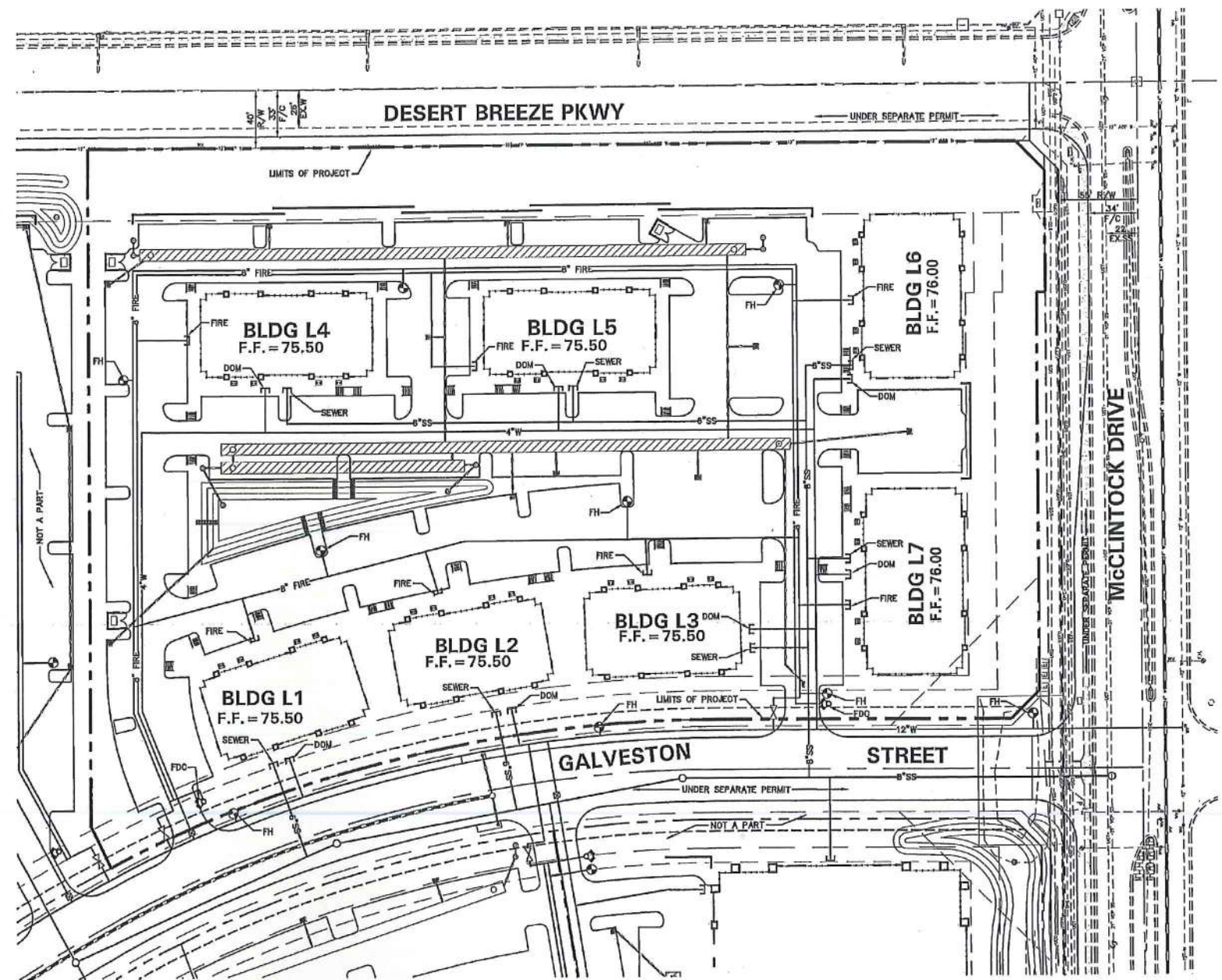
HE JOB NO.:
LGEC040

SCALE
1"=40'

SHEET
C2 OF 3

C.O.C. LOG NO. PPT 05-0010

CONCEPTUAL UTILITY PLAN BUILDINGS L1 THRU L7 NWC CHANDLER BLVD & MCCLINTOCK DRIVE



LEGEND

— W —	PROPOSED WATER MAIN
— SS —	PROPOSED SEWER MAIN
⊗	PROPOSED FIRE HYDRANT
⊗	PROPOSED BACKFLOW PREVENTER
⊗	PROPOSED FIRE DEPARTMENT CONNECTION

NOTE

- 1.) ON-SITE FIRE AND DOMESTIC WATER SERVICES ARE SUBJECT TO CHANGE DURING FINAL SITE DESIGN AND DEVELOPMENT.
- 2.) MINIMUM DESIGN SEWER SLOPE SHALL BE 0.0038 FT/FT FOR PUBLIC 8" SANITARY SEWER LINES IN ORDER TO SERVICE THIS DEVELOPMENT.

NO.	DATE	REVISION	BY
DESIGN BY: CRW			PURPOSE
DRAWN BY: RLM			
CHECKED BY: LMT			
CIVIL AND SURVEY			
HUNTER ENGINEERING 8285 N. HAYDEN RD., SUITE 275 SCOTTSDALE, AZ 85258 T 480 991 3985 F 480 991 3986			
CONCEPT UTILITY PLAN BLDGS L1 THRU L7 CHANDLER CORPORATE CENTER NWC CHANDLER BLVD & MCCLINTOCK DR CHANDLER, ARIZONA			
THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.			
THE JOB NO.: LGECO40			
SCALE 1" = 40'			
SHEET C3 OF 3			

C.O.C. LOG NO. PPT 05-0010

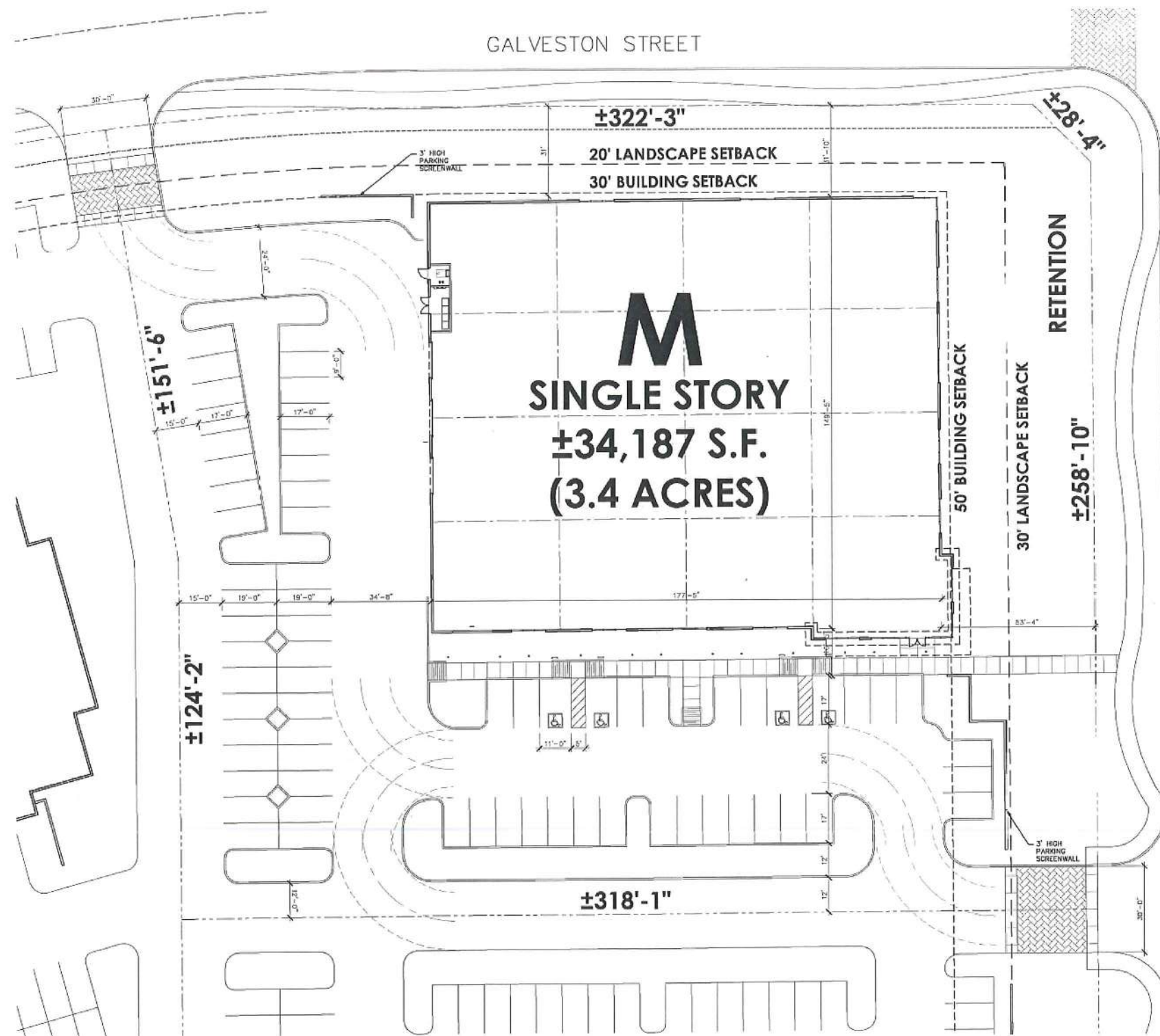


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 Patrick Hayes Architecture

LGE
 DESIGN BUILD



GALVESTON STREET



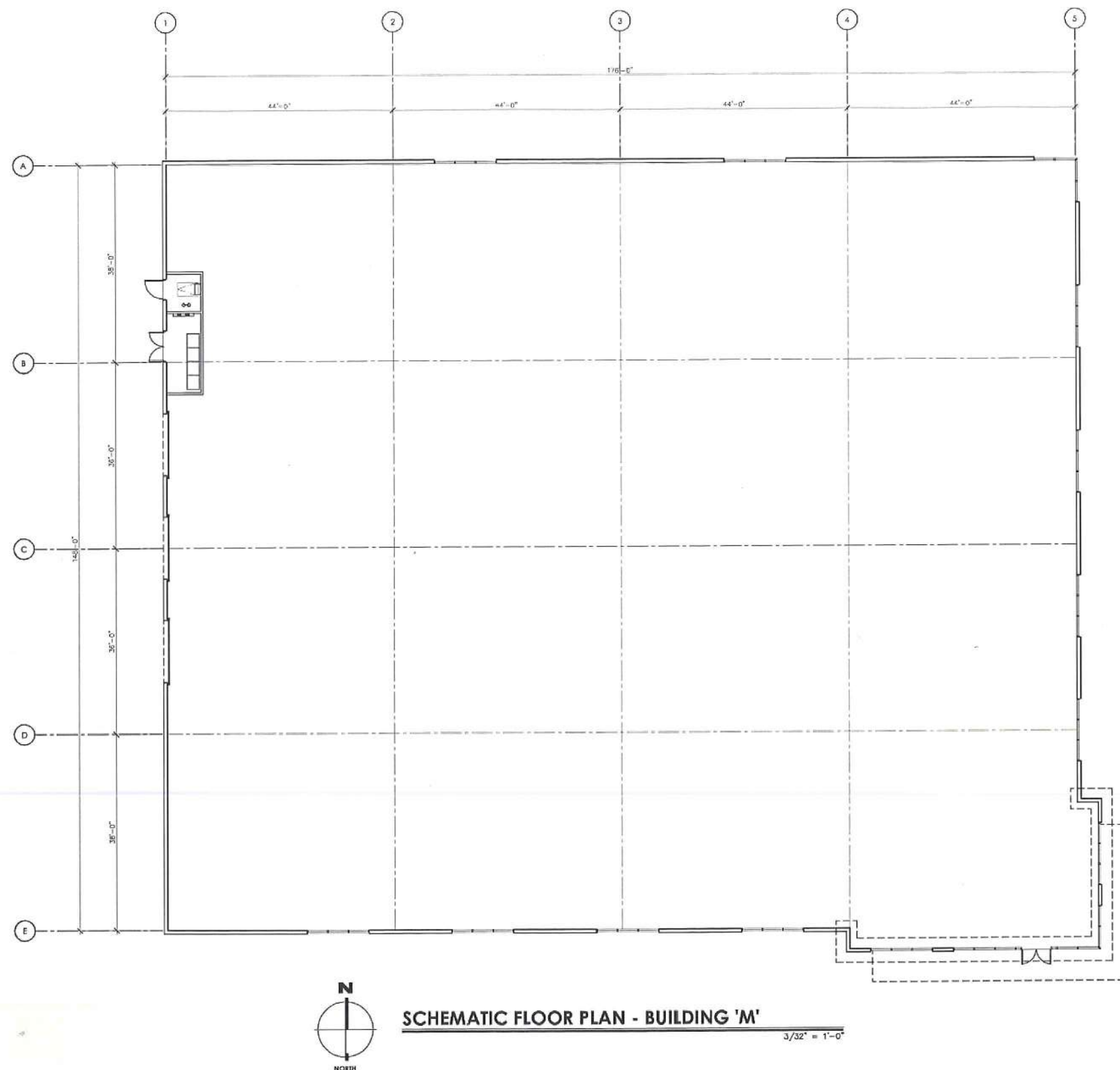
MCCLINTOCK DRIVE

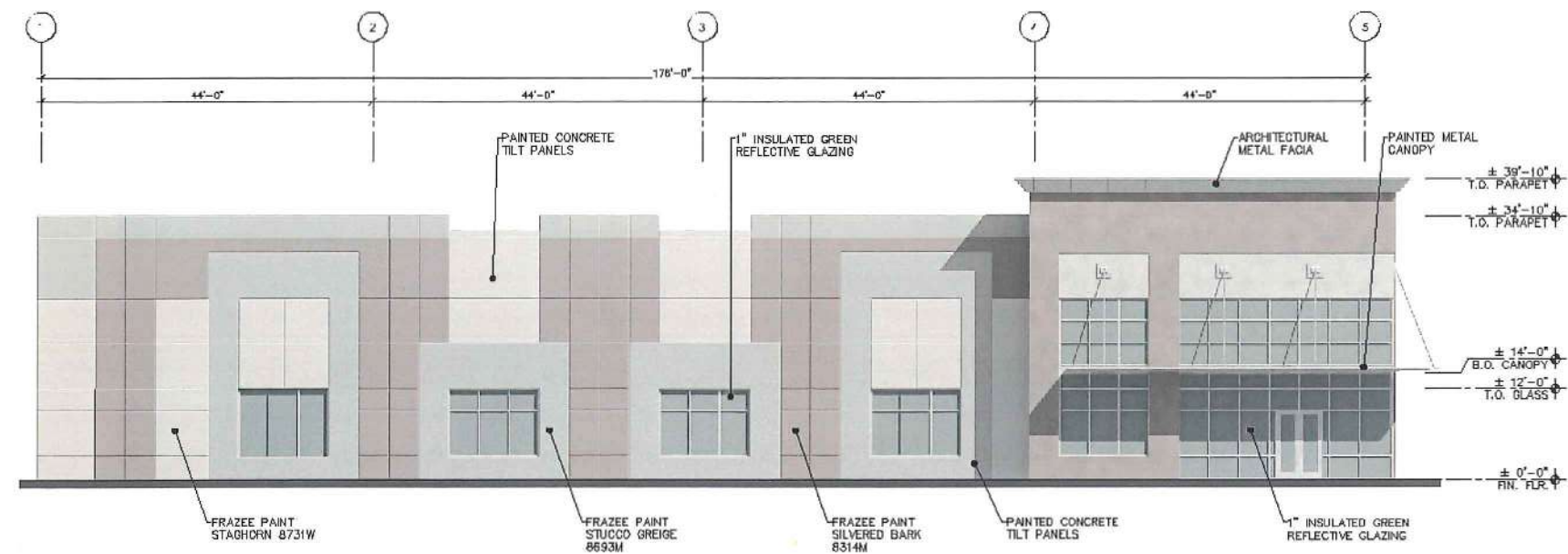


SCHEMATIC SITE PLAN - BUILDING M

SCALE: 1"=20'-0"

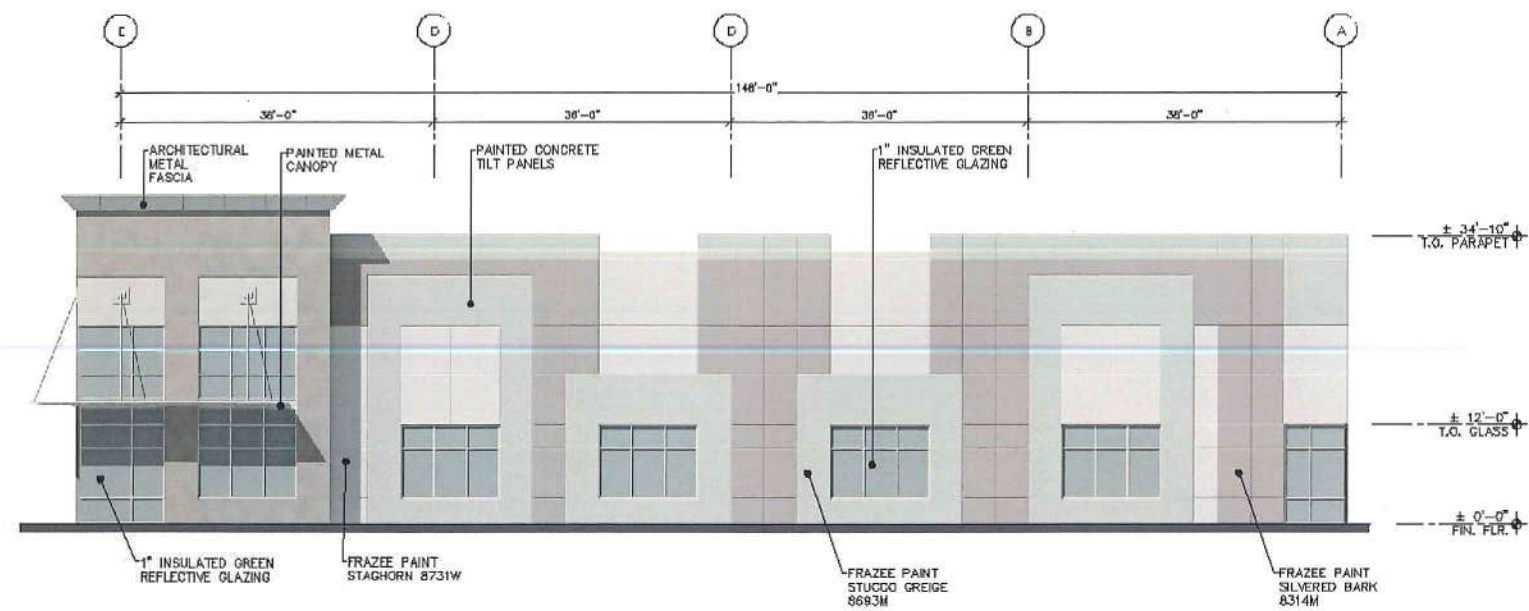






SOUTH ELEVATION - BUILDING M

SCALE: 3/32"=1'-0"

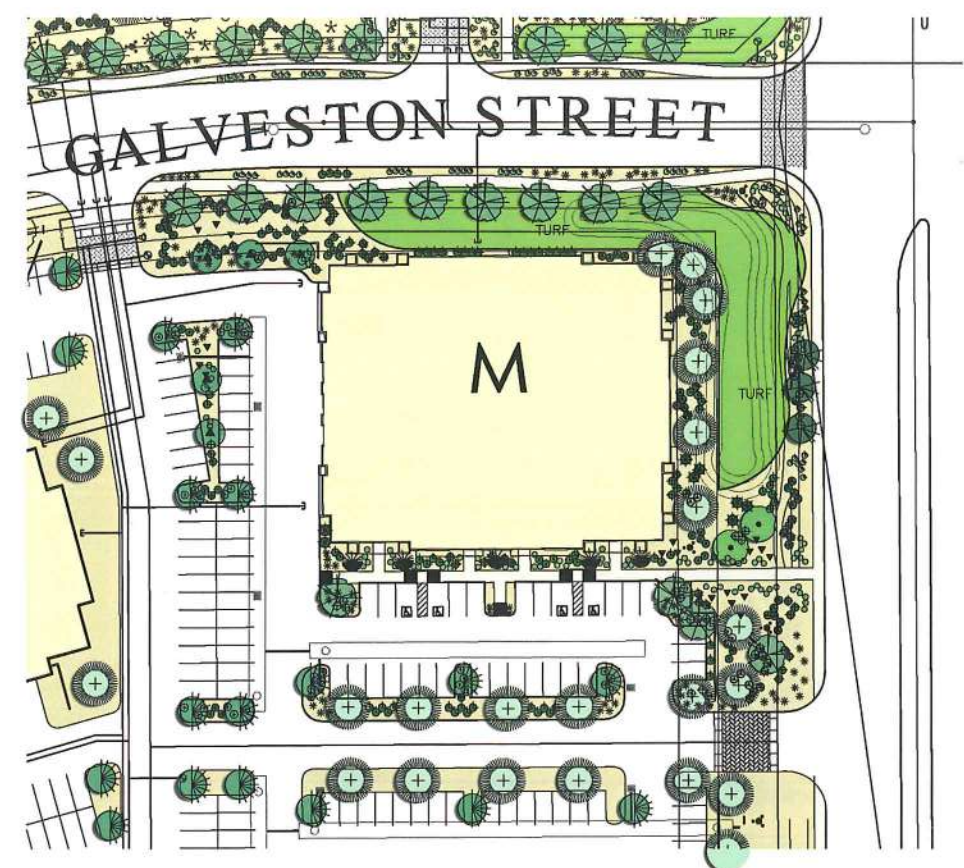


EAST ELEVATION - BUILDING M

SCALE: 3/32"=1'-0"

LANDSCAPE LEGEND

	HEIGHT	WIDTH	CALIPER
 CERCIIDIUM FLORIDUM BLUE PALO VERDE 24" BOX	6.0	2.0	0.75
 CERCIIDIUM PRAECOX PALO BREA 24" BOX	7.0	4.0	1.50
 PROSOPIS CHILENSIS CHILEAN MESQUITE (THORNLESS) 24" BOX	8.0	4.0	1.50
 ONLEYA TESOTA IRONWOOD 24" BOX	6.0	3.0	1.25
 ACAICA STENOPHYLLA SHOESTRING ACACIA 36" BOX	13.0	6.0	2.50
 ACAICA STENOPHYLLA SHOESTRING ACACIA 15 GALLON	7.0	2.5	0.75
 PROPOSED SALVAGED TREE FROM FUTURE PLANT INVENTORY	VARIES	VARIES	
 WASHINGTONIA ROBUSTA MEXICAN FAN PALM 20" TRUNK FT (SKINNED)	20.0		
 RUELLIA PENINSULARIS BAJA RUELLA 5 GALLON		AMBROSIA DELTOIDEA BURSAGE 5 GALLON	
 NERIUM OLENDER 'PETITE PINK' PETITE PINK 5 GALLON		BAILEYA MULTIRADIATA DESERT MARIGOLD 1 GALLON	
 LEUCOPHYLLUM FRUTESCENS 'GREEN CLOUD SAGE' 5 GALLON		ENCELIA FARINOSA BRITTLE BUSH 5 GALLON	
 LEUCOPHYLLUM CANDIDUM SILVER CLOUD SAGE 5 GALLON		JUSTICIA CALIFORNICA CHIPAROSA 5 GALLON	
 LANTANA MONTEVIDENSIS ' 'GOLD MOUND' 1 GALLON		LARREA TRIDENTATA CREOSOTE BUSH 5 GALLON	
 LANTANA MONTEVIDENSIS 'TRAILING PURPLE' 1 GALLON		VERBENA RIGIDA SANDPAPER VERBENA 1 GALLON	
 DALEA GREGGII TRAILING DALEA 1 GALLON		YUCCA BACCATA BANANA YUCCA 5 GALLON	
 1/2" MINUS WALKER BUTTE 'RED' DECOMPOSED GRANITE 2" DEPTH IN ALL LANDSCAPE AREAS		MID-IRON TURF SOD	
 AGAVE WEBERII AGAVE 5 GALLON		3'x3'x3' SURFACE SELECT GRANITE BOULDER MINIMUM 2000lbs EACH	
 HESPERALOE PARVIFLORA RED YUCCA 5 GALLON		6" EXTRUDED CURB CONCRETE HEADER SEE DETAIL	
 CAESALPINIA MEXICANA MEXICAN BIRD OF PARADISE 5 GALLON		SAGUARO 3 ARM MIN.	
 ACAICA REDOLENS DESERT CARPET 5 GALLON			



LANDSCAPE PLAN BUILDING M

SCALE: 1" = 30'-0"

COVER SHEET FOR BUILDING M

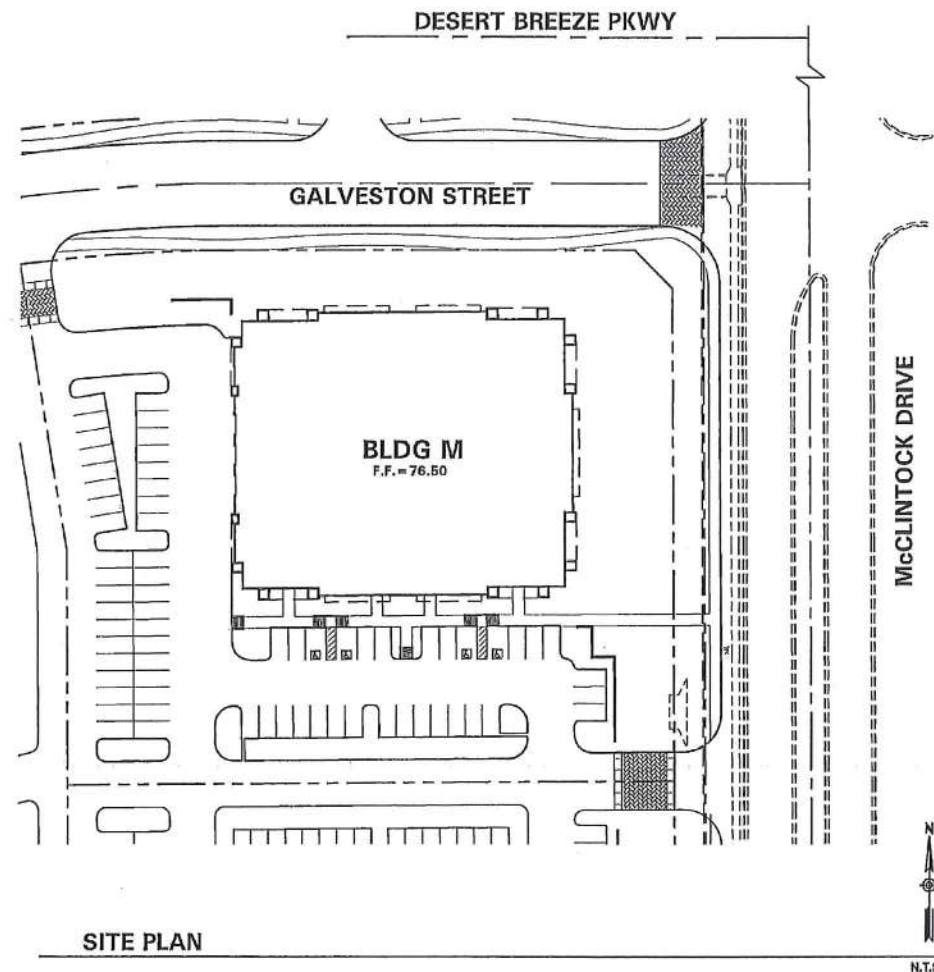
FOR CHANDLER CORPORATE CENTER

NWC CHANDLER BLVD & McCLINTOCK DRIVE CHANDLER, ARIZONA

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 4 EAST, OF
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SHEET INDEX

COVER SHEET.....	C1
CONCEPT GRADING AND DRAINAGE PLAN.....	C2
CONCEPT UTILITY PLAN.....	C3



VICINITY MAP

NTS

DEVELOPER/OWNER

LGE CORPORATION
740 N. 52ND STREET SUITE 200
PHOENIX, ARIZONA 85008
PHONE: (602) 966-4001
FAX: (602) 966-9001
CONTACT: FRANK PETTIT

ARCHITECT

PATRICK HAYES ARCHITECTS
15849 N. 71ST STREET SUITE 200
SCOTTSDALE, ARIZONA 85254
PHONE: (480) 556-9000
FAX: (480) 556-9490
CONTACT: TIM THIELKE

CIVIL ENGINEER

HUNTER ENGINEERING, P.C.
8283 N. HAYDEN ROAD SUITE 275
SCOTTSDALE, ARIZONA 85258
PHONE: (480) 991-3985
FAX: (480) 991-3988
CONTACT: JEFF HUNTER

NO.	DATE	REVISION	BY

DESIGN BY: CRW
DRAWN BY: RUM
CHECKED BY: LMT

CIVIL AND SURVEY

HUNTER
ENGINEERING
8283 N. HAYDEN RD. SUITE 275
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3988



COVER SHEET
FOR BUILDING M
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DR
CHANDLER, ARIZONA

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MUNICIPALITY.

WE JOB NO.:
LGE040

SCALE
N.T.S.

SHEET
C1 OF 3

C.O.C. LOG NO. PPT 05-0010



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Patrick Hayes Architecture

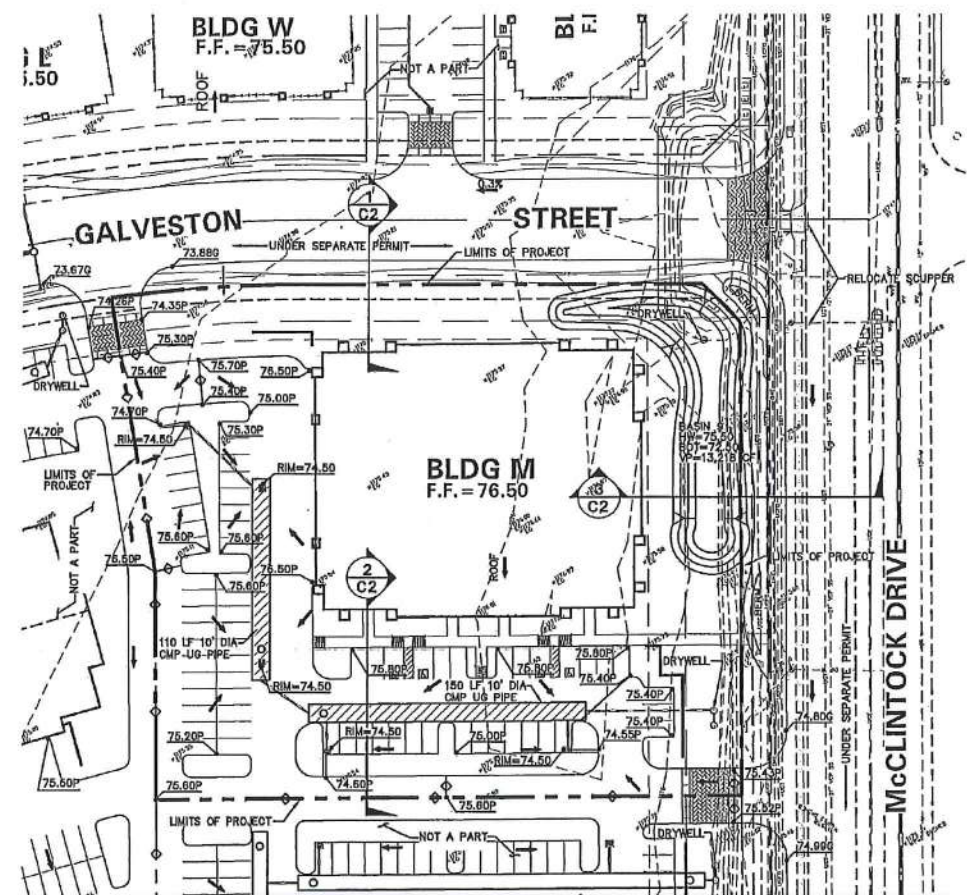
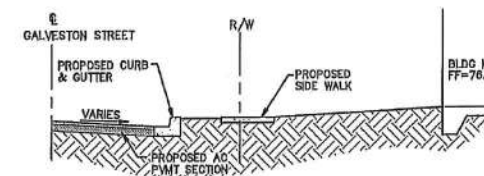


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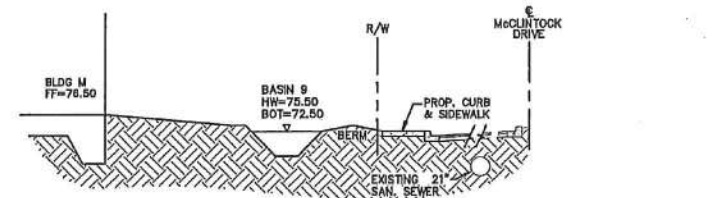
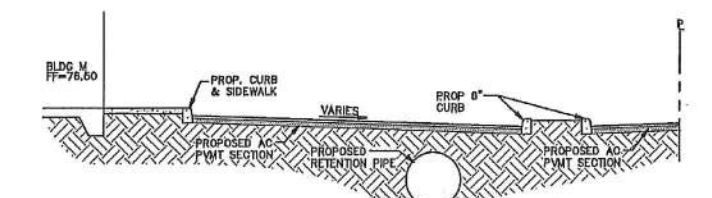
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NO.	DATE	REVISION	BY

PURPOSE:



② TYPICAL SECTION



② TYPICAL SECTION

LEGEND

	PROPOSED GRADE BREAK
	PROPOSED STORM LINE
	PROPOSED CATCH BASIN
	PROPOSED SPOT ELEVATION
	PROPOSED FLOW ARROW
	SECTION CALLOUT

TOTALS	
TOTAL RETENTION REQUIRED	— 20,182 CU.FT.
TOTAL RETENTION PROVIDED	— 20,420 CU.FT.
EXCESS	238 CU.FT.

**CONCEPTUAL GRADING & DRAINAGE
BUILDING M
CHANDLER CORPORATE CENTER
NNWC CHANDLER BLVD & McCLINTOCK DR
CHANDLER, ARIZONA**

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FROM THE GOVERNING
MUNICIPALITY.

HE JOB NO.:
LGEC040

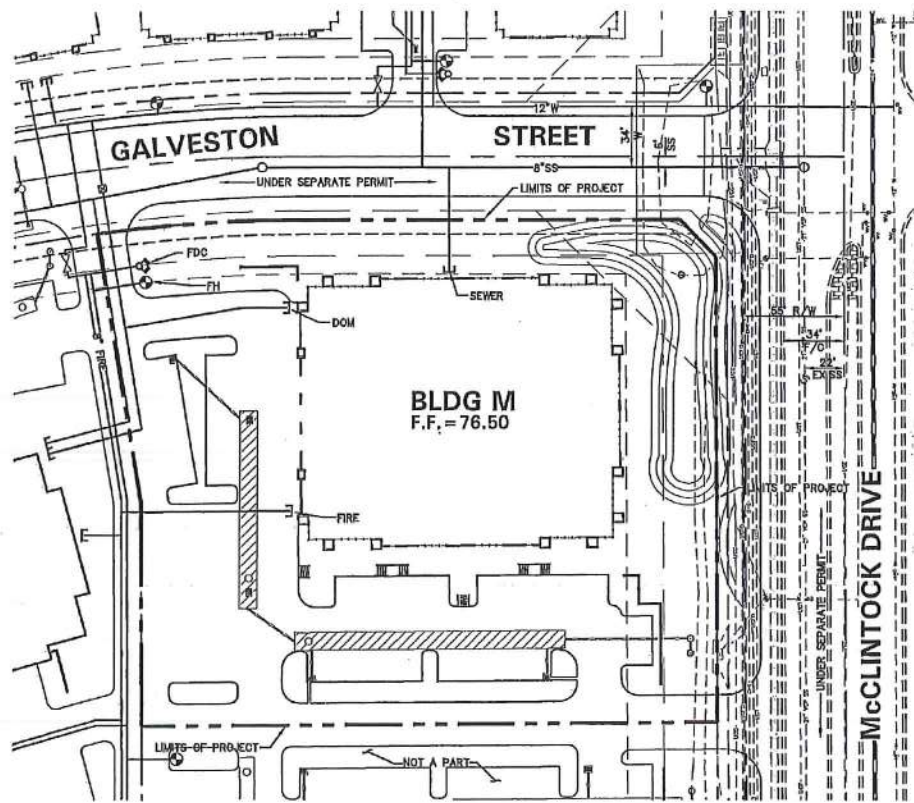
SCALE
1"=40'

SHEET
22

0201

C.O.C. LOG NO. PPT 05-0010

CONCEPTUAL UTILITY PLAN BUILDING M CHANDLER CORPORATE CENTER



LEGEND

- W PROPOSED WATER MAIN
- SS PROPOSED SEWER MAIN
- ⊗ PROPOSED FIRE HYDRANT
- ⊗ PROPOSED BACKFLOW PREVENTER
- ⊗ PROPOSED FIRE DEPARTMENT CONNECTION

NOTE

- 1.) ON-SITE FIRE AND DOMESTIC WATER SERVICES ARE SUBJECT TO CHANGE DURING FINAL SITE DESIGN AND DEVELOPMENT.
- 2.) MINIMUM DESIGN SEWER SLOPE SHALL BE 0.0038 FT/FT FOR PUBLIC 8" SANITARY SEWER LINES IN ORDER TO SERVICE THIS DEVELOPMENT.

NO.	DATE	REVISION	BY

DESIGN BY: CRW
DRAWN BY: R.M.
CHECKED BY: L.M.

HUNTER
ENGINEERING
CIVIL AND SURVEY
8283 N. HAYDEN RD. SUITE 275
SCOTTSDALE, AZ 85258
F 480 991 3886



CONCEPT UTILITY PLAN
BUILDING M
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & MCCLINTOCK DR
CHANDLER, ARIZONA

THESE PLANS ARE
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APPROVED SIGNATURE
FROM THE OVERSIGHTING
MUNICIPALITY.

RE JOB NO.:

LGE0040

SCALE

1"=40'

SHEET

C3 OF 3

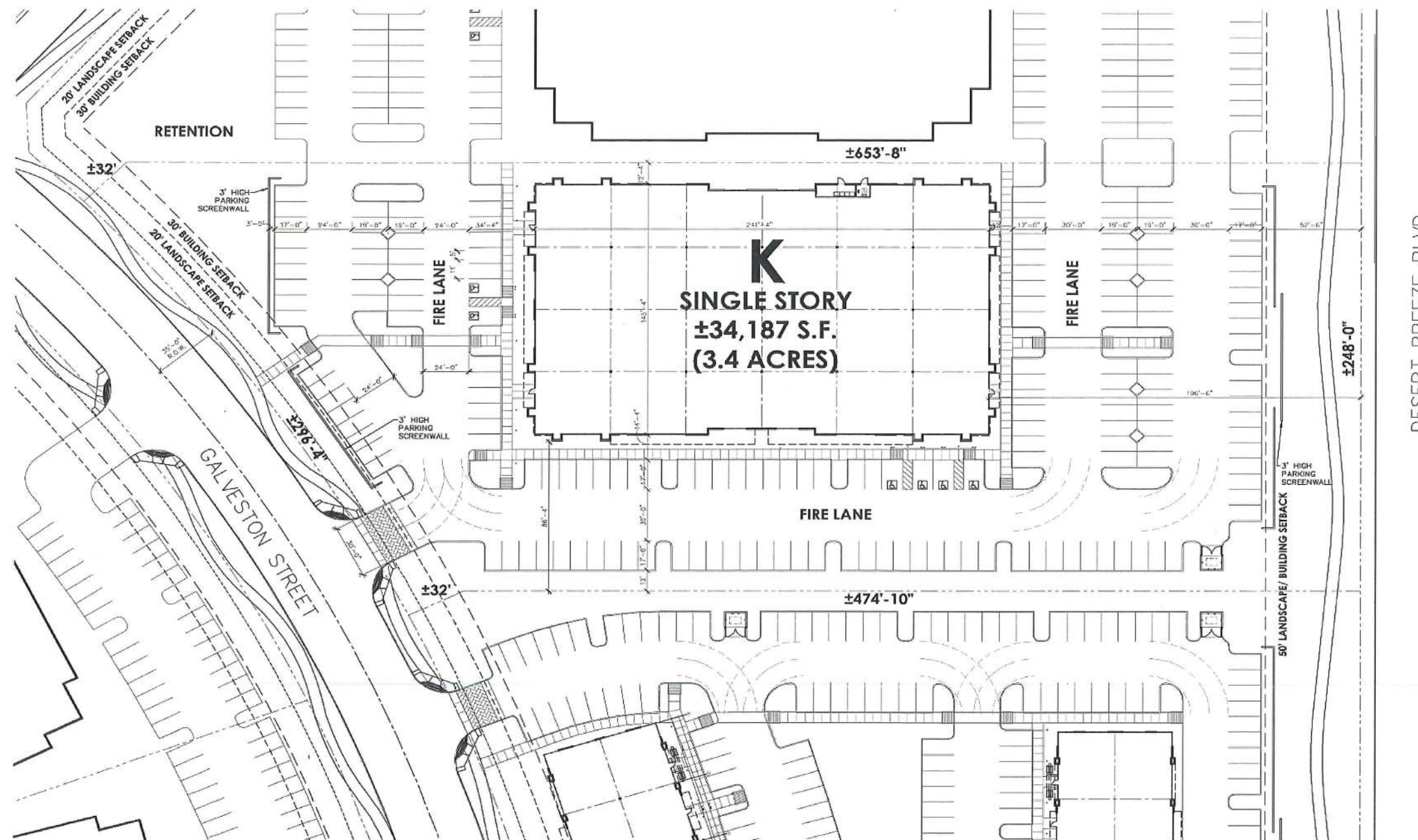
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Patrick Hayes Architecture

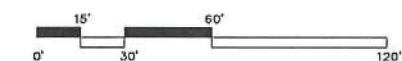






SCHEMATIC SITE PLAN - BUILDING K

SCALE: 1"=30'-0"

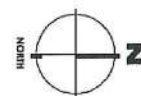
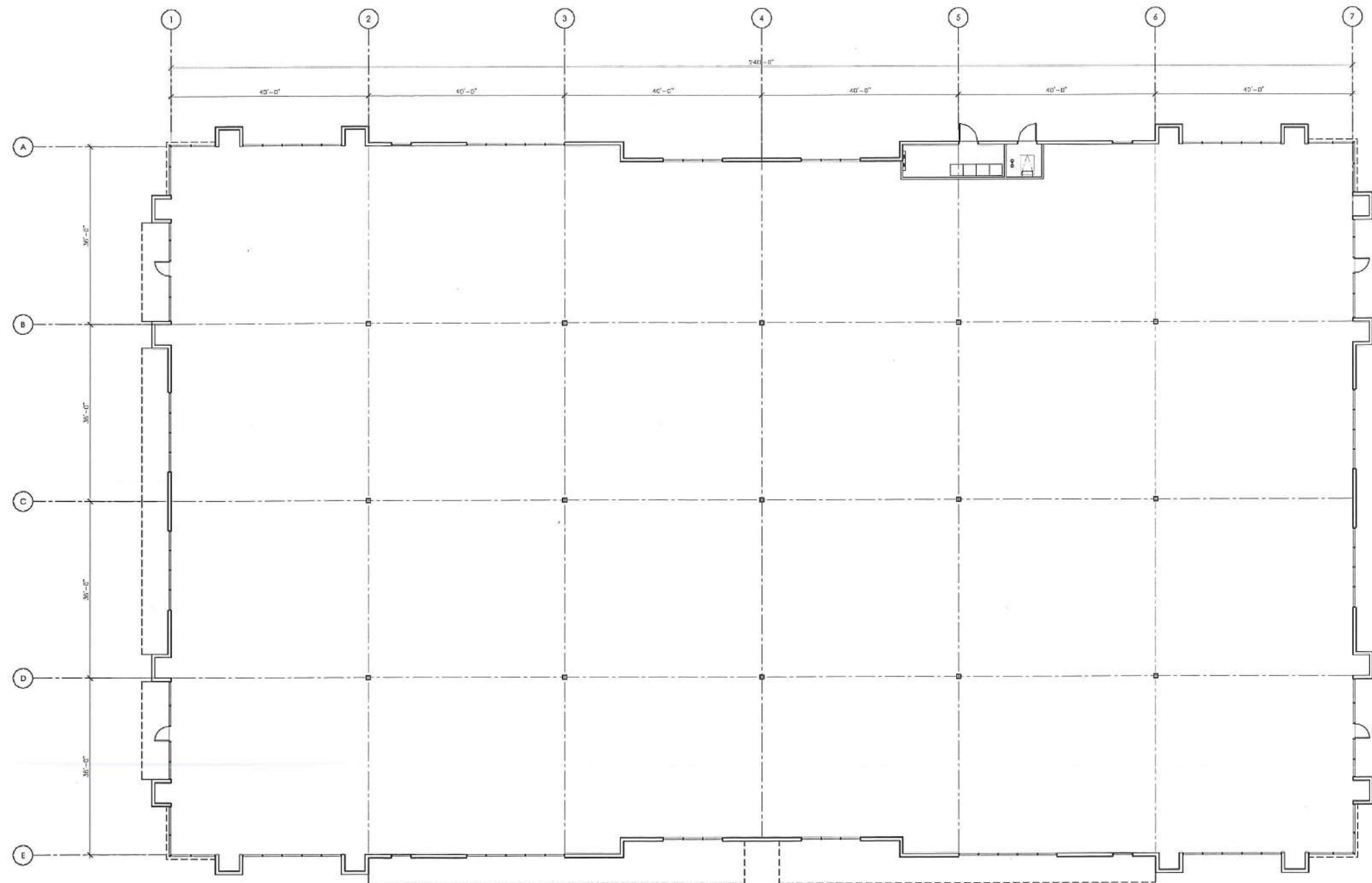


PHArchitecture
Patrick Hayes Architecture



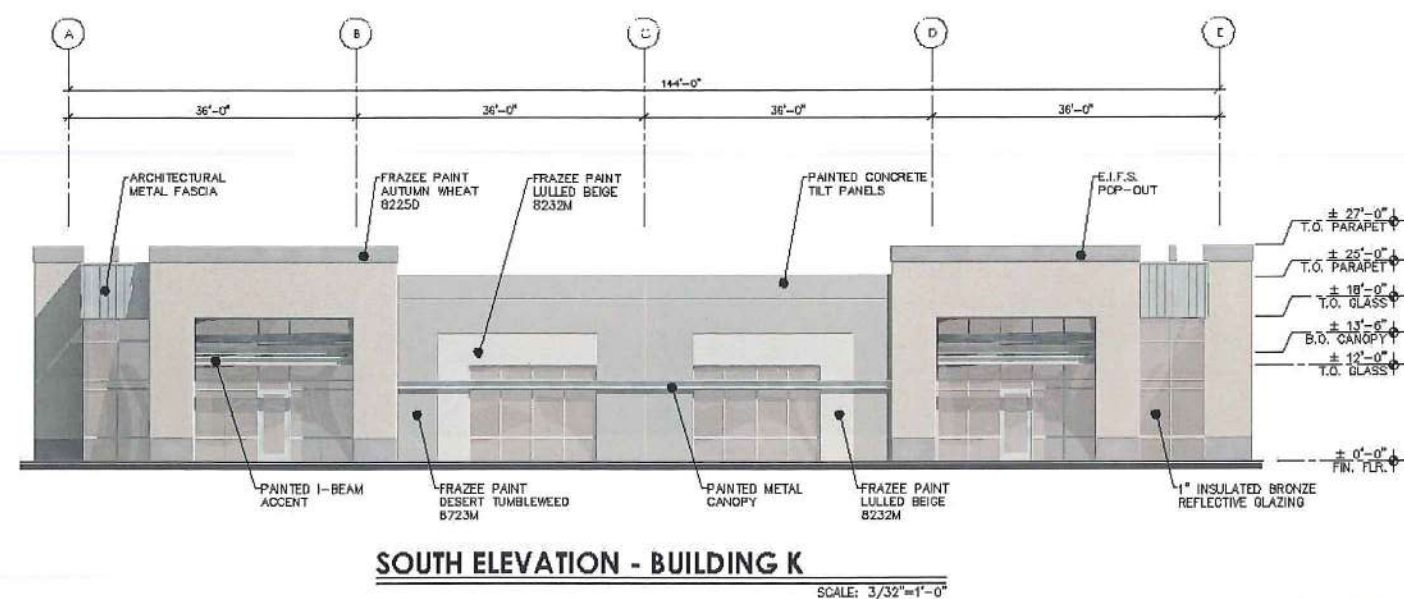
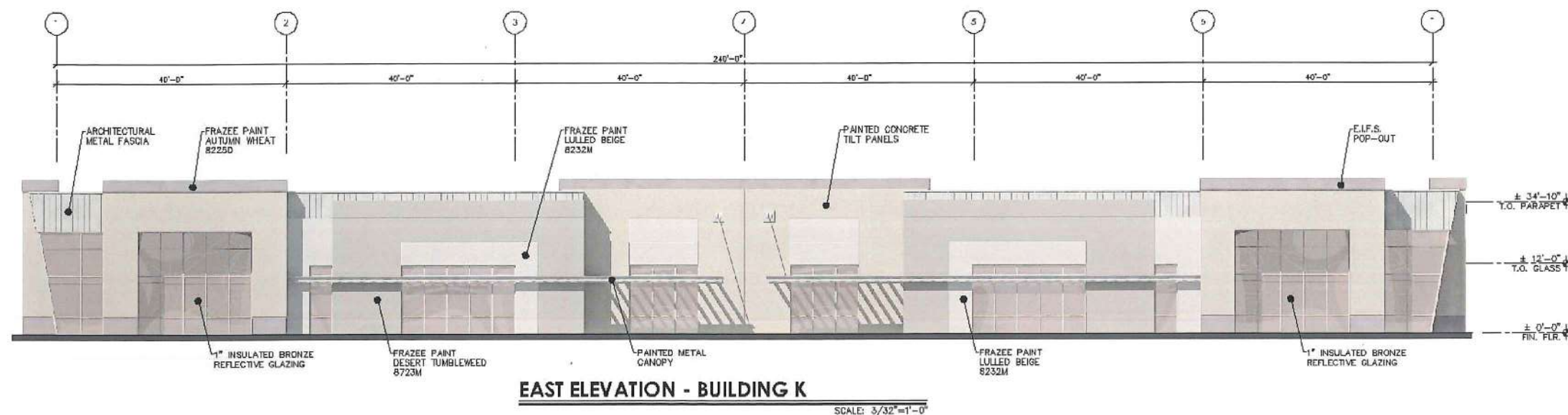
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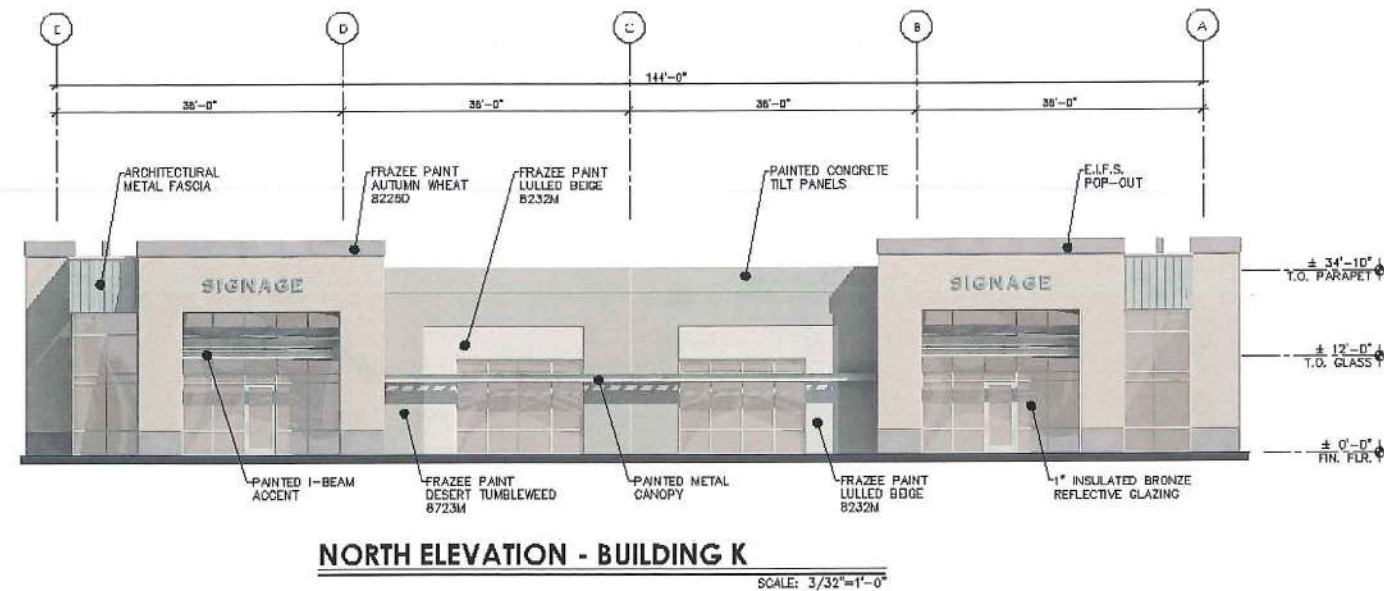
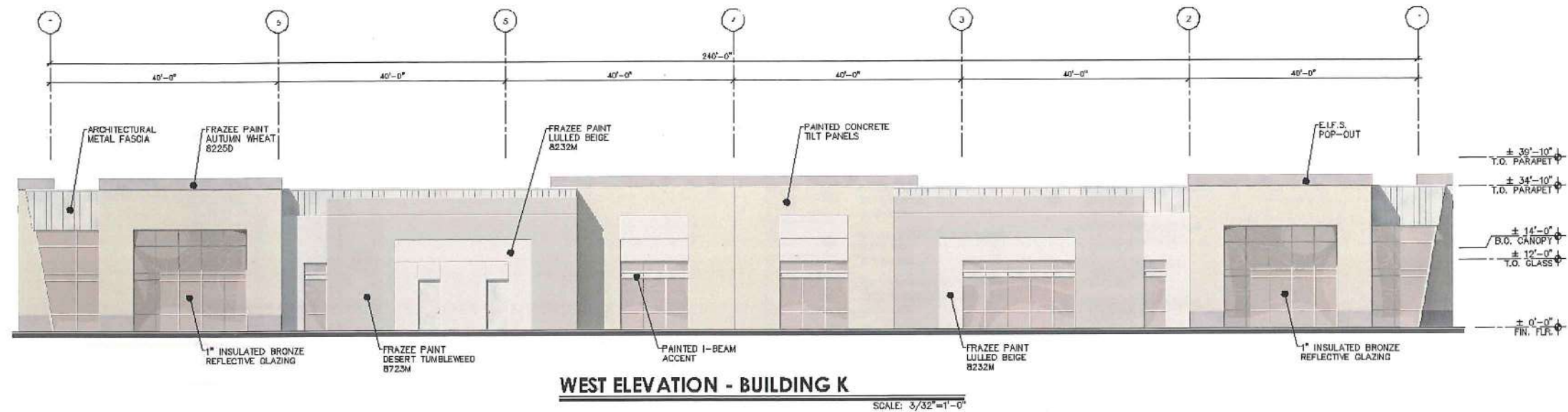
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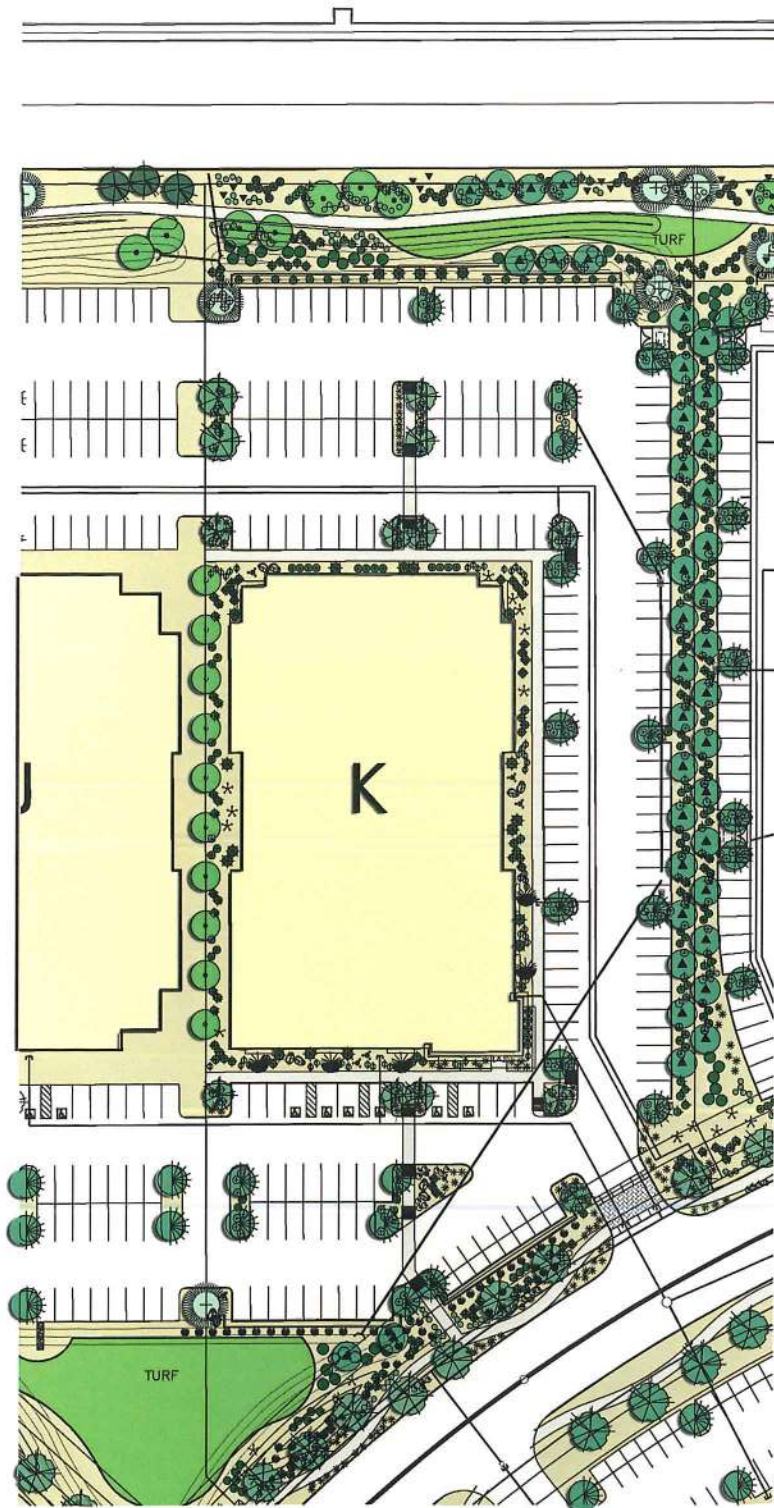


SCHEMATIC FLOOR PLAN - BUILDING 'K'

3/32" = 1'-0"








 NORTH
LANDSCAPE PLAN BUILDING K
 SCALE: 1" = 40'-0"

LANDSCAPE LEGEND

	HEIGHT	WIDTH	CALIPER
 CERCIDIUM FLORIDUM BLUE PALO VERDE 24" BOX	6.0	2.0	0.75
 CERCIDIUM PRAECOX PALO BREA 24" BOX	7.0	4.0	1.50
 PROSOPIS CHILENSIS CHILEAN MESQUITE (THORNLESS) 24" BOX	8.0	4.0	1.50
 ONLEYA TESOTA IRONWOOD 24" BOX	6.0	3.0	1.25
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 PROPOSED SALVAGED TREE FROM FUTURE PLANT INVENTORY	VARIES	VARIES	
 WASHINGTONIA ROBUSTA MEXICAN FAN PALM 20' TRUNK FT. (SKINNED)	20.0		
 RUELLIA PENINSULARIS BAJA RUELLA 5 GALLON			
 NERIUM OLEANDER 'PETITE PINK' PETITE PINK 5 GALLON			
 LEUCOPHYLLUM FRUTESCENS 'GREEN CLOUD SAGE' 5 GALLON			
 LEUCOPHYLLUM CANDIDUM SILVER CLOUD SAGE 5 GALLON			
 LANTANA MONTEVIDENSIS 'GOLD MOUND' 1 GALLON			
 LANTANA MONTEVIDENSIS 'TRAILING PURPLE' 1 GALLON			
 DALEA GREGGII TRAILING DALEA 1 GALLON			
 1/2" MINUS WALKER BUTTE 'RED' DECOMPOSED GRANITE 2" DEPTH IN ALL LANDSCAPE AREAS			
 AGAVE WEBERII AGAVE 5 GALLON			
 HESPERALOE PARVIFLORA RED YUCCA 5 GALLON			
 CAESALPINIA MEXICANA MEXICAN BIRD OF PARADISE 5 GALLON			
 ACAICA REDOLENS DESERT CARPET 5 GALLON			
 AMBROSIA DELTOIDEA BURSAGE 5 GALLON			
 BAILEYA MULTIRADIATA DESERT MARIGOLD 1 GALLON			
 ENCELIA FARINOSA BRITTLE BUSH 5 GALLON			
 JUSTICIA CALIFORNICA CHUPAROSA 5 GALLON			
 LARREA TRIDENTATA CREOSOTE BUSH 5 GALLON			
 VERBENA RIGIDA SANDPAPER VERBENA 1 GALLON			
 YUCCA BACCATA BANANA YUCCA 5 GALLON			
 MID-IRON TURF SOD			
 3x3x3' SURFACE SELECT GRANITE BOULDER MINIMUM 2000lbs EACH			
 6" EXTRUDED CURB CONCRETE HEADER SEE DETAIL			
 SAGUARO SAGUARO 3 ARM MIN.			

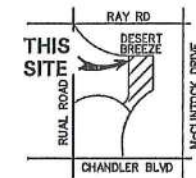


T.J. McQUEEN & ASSOCIATES, INC.
 LANDSCAPE ARCHITECTURE
 URBAN DESIGN
 SITE PLANNING
 1121 East Missouri Ave., Suite 218
 Phoenix, Arizona 85014
 (E-MAIL) tjmccqueen@tjmlo.net
 (602) 285-0320
 FAX: 285-6619

COVER SHEET FOR BUILDINGS J AND K FOR CHANDLER CORPORATE CENTER

NWC CHANDLER BLVD & McCLINTOCK DRIVE
CHANDLER, ARIZONA

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 4 EAST, OF
THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.



VICINITY MAP



DEVELOPER/OWNER

LGE CORPORATION
740 N. 52ND STREET SUITE 200
PHOENIX, ARIZONA 85008
PHONE: (602) 955-4001
FAX: (602) 955-9001
CONTACT: FRANK PETTIT

ARCHITECT

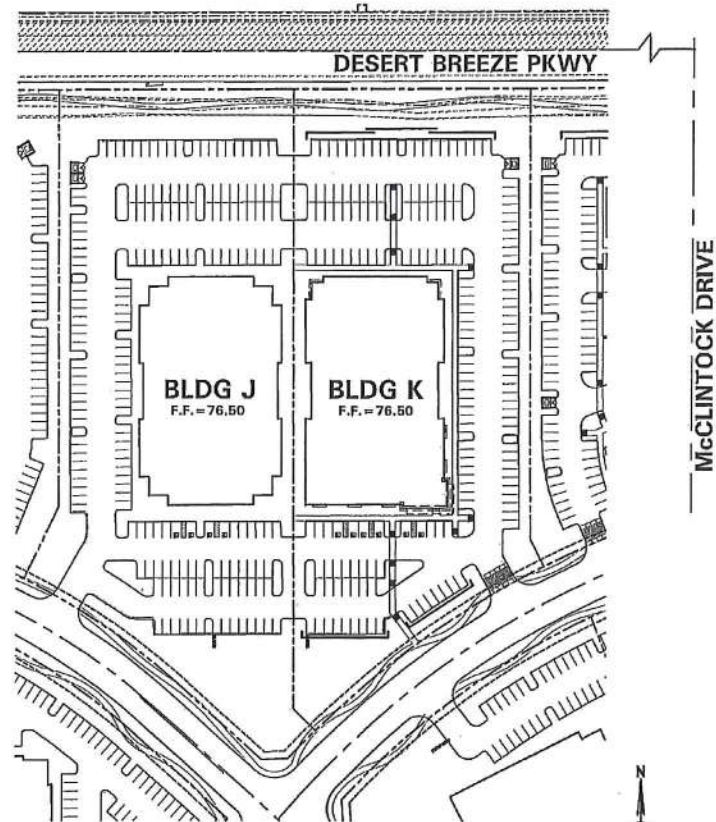
PATRICK HAYES ARCHITECTS
15840 N. 71ST STREET SUITE 200
SCOTTSDALE, ARIZONA 85254
PHONE: (480) 555-9000
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SCOTTSDALE, ARIZONA 85258
PHONE: (480) 991-3985
FAX: (480) 991-3986
CONTACT: JEFF HUNTER

SHEET INDEX

COVER SHEET.....	C1
CONCEPT GRADING AND DRAINAGE PLAN.....	C2
CONCEPT UTILITY PLAN.....	C3



SITE PLAN



NO.	DATE	REVISION	BY

DESIGN BY:	CRW
DRAWN BY:	RLM
CHECKED BY:	LMT

CIVIL AND SURVEY
HUNTER ENGINEERING
8283 N. HAYDEN RD. SUITE 275 SCOTTSDALE, AZ 85258 T 480 991 3985 F 480 991 3986



COVER SHEET
FOR BUILDINGS J AND K
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & McCLINTOCK DR
CHANDLER, ARIZONA

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HE JOB NO.:
LGE0040

SCALE
N.T.S.

SHEET
C1 OF 3

C.O.C. LOG NO. PPT 05-0010

CONCEPTUAL GRADING & DRAINAGE PLAN BUILDINGS J & K CHANDLER CORPORATE CENTER

RETENTION SUMMARY

RETENTION REQUIRED
SITE AREA 6.44
CITY OF CHANDLER FORMULA
 $V = D/12 \times A \times C \times 1.1$ D=2.6
RETENTION REQUIRED =
 $(2.6/12)(6.44)(43580)(0.9)(1.1) = 60,173$ CU.FT.

RETENTION PROVIDED
BASIN 7 32,102 CU.FT.
SURFACE TOTAL 32,102 CU.FT.
TOTALS
TOTAL RETENTION REQUIRED 60,173 CU.FT.
TOTAL RETENTION PROVIDED 32,102 CU.FT.
TO REGIONAL RETENTION 28,071 CU.FT.

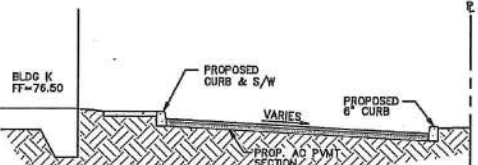
* BASINS 4 & 5 CONNECT W/ OTHER BASINS
ALONG DESERT BREEZE PKWY TO COLLECT
STORMWATER RUN OFF FROM DESERT BREEZE.
REFER TO CONCEPTUAL MASTER GRADING &
DRAINAGE PLAN FOR THE CHANDLER CORPORATE
CENTER.



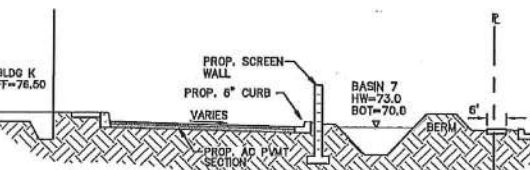
0 40 80
SCALE: 1"=40'

LEGEND

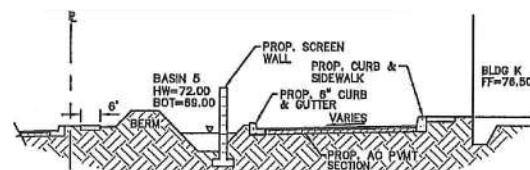
- PROPOSED GRADE BREAK
- PROPOSED STORM LINE
- PROPOSED CATCH BASIN
- PROPOSED SPOT ELEVATION
- PROPOSED FLOW ARROW
- SECTION CALLOUT



1 TYPICAL SECTION



2 TYPICAL SECTION
GALVESTON STREET



3 TYPICAL SECTION
DESERT BREEZE PARKWAY

NO.	DATE	REVISION	BY

DESIGN BY: CRW
DRAWN BY: RJM
CHECKED BY: LMT

CIVIL AND SURVEY

HUNTER
ENGINEERING
8233 N. HAYDEN RD., SUITE 275
SCOTTSDALE, AZ 85258
P. 480.981.3985
F. 480.981.3985



CONCEPTUAL GRADING & DRAINAGE
BUILDINGS J AND K
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & MCCLINTOCK DR
CHANDLER, ARIZONA

THESE PLANS ARE
NOT APPROVED FOR
CONSTRUCTION
WITHOUT AN
APPROVED SIGNATURE
FROM THE GOVERNING
MUNICIPALITY.

HE JOB NO.:

LGECD40

SCALE

1"=40'

SHEET

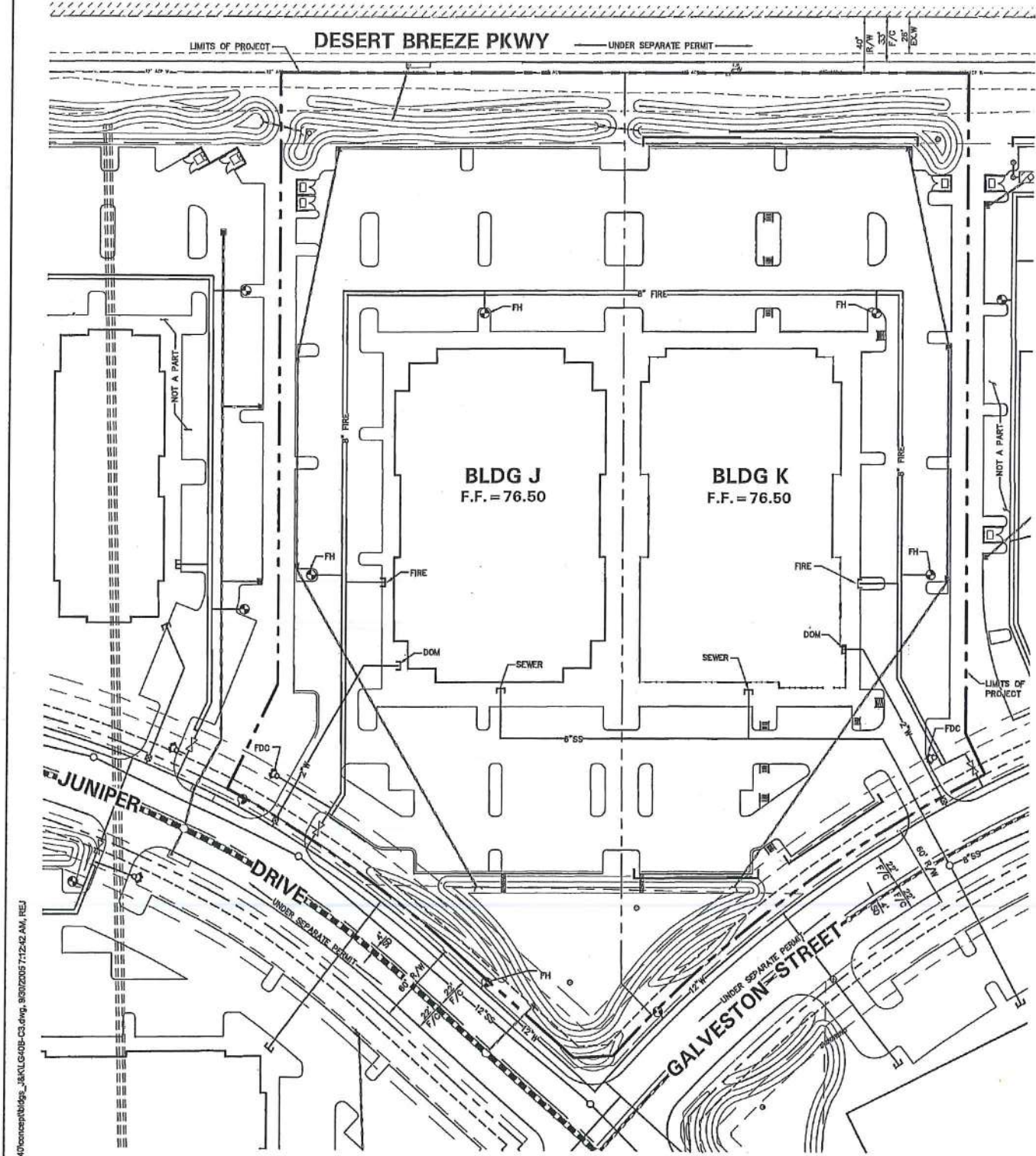
C2 OF 3

C.O.C. LOG NO. PPT 05-0010

PHArchitecture
Patrick Hayes Architecture



CONCEPTUAL UTILITY PLAN BUILDINGS J & K CHANDLER CORPORATE CENTER



LEGEND

- W — PROPOSED WATER MAIN
- SS — PROPOSED SEWER MAIN
- FH — PROPOSED FIRE HYDRANT
- BFP — PROPOSED BACKFLOW PREVENTER
- FDC — PROPOSED FIRE DEPARTMENT CONNECTION

NOTE

- 1.) ON-SITE FIRE AND DOMESTIC WATER SERVICES ARE SUBJECT TO CHANGE DURING FINAL SITE DESIGN AND DEVELOPMENT.
- 2.) MINIMUM DESIGN SEWER SLOPE SHALL BE 0.0038 FT/FT FOR PUBLIC 8" SANITARY SEWER LINES IN ORDER TO SERVICE THIS DEVELOPMENT.

NO.	DATE	REVISION	BY

DESIGN BY: CRW
DRAWN BY: RUM
CHECKED BY: LMT

HUNTER
ENGINEERING
8283 N. HAYDEN RD., SUITE 275
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986



CONCEPT UTILITY PLAN
BLDG J & K
CHANDLER CORPORATE CENTER
NWC CHANDLER BLVD & MCCLINTOCK DR
CHANDLER, ARIZONA

THESE PLANS ARE
NOT APPROVED FOR
CONSTRUCTION
WITHOUT AN
APPROVED SIGNATURE
FROM THE GOVERNING
MUNICIPALITY.

HE JOB NO.:
LGE040

SCALE
1" = 40'

SHEET
C3 OF 3

C.O.C. LOG NO. PPT 05-0010



PHArchitecture
Patrick Hayes Architecture





City Council Memorandum Development Services Memo No. 24-030

Date: June 24, 2024
To: Mayor and Council
Thru: Joshua Wright, City Manager
 Andy Bass, Deputy City Manager and Acting Development Services Director
From: Mikayela Liburd, Associate Planner
Subject: PLH23-0057 Guerrero Residence
 Final Adoption of Ordinance No. 5101

Request: Rezone from Agricultural District (AG-1) to Planned Area Development (PAD) for Single-Family Residential with reduced setbacks.

Location: 943, 953 and 963 North Mill Avenue. Generally located ½ mile east of the southeast corner of Kyrene and Ray roads

Applicant: Jesse and Laurie Guerrero

Proposed Motion:

Move City Council adopt Ordinance No. 5101 approving PLH23-0057 Guerrero Residence, Rezoning from Agricultural District (AG-1) to Planned Area Development (PAD) for Single-Family Residential with reduced setbacks, subject to the conditions as recommended by Planning and Zoning Commission.

Background Data:

- The subject site is part of the Guerrero Estates Subdivision.
- The property is currently zoned Agricultural District (AG-1).
- The subject site is comprised of three parcels totaling approximately 2.75 acres.
- Rezoning to PAD is required to allow for reduced setbacks.

Surrounding Land Use Data:

North	Single-Family Residential	South	Single-Family Residential
East	Canal, then Single-Family Residential	West	Single-Family Residential

General Plan and Area Plan Designations:

	Existing	Proposed
General Plan	Neighborhoods	No Change

Proposed Development

Total Subject Site Acreage	Approximately 2.75 Acres
Lot 2	51,924 sq ft.
Lot 3	37,767 sq ft.
Lot 4	30,276 sq ft.
Proposed Building Setbacks	Front: 20' Sides: 10' & 10' Rear: 10'

Review and Recommendation

The subject site is made up of three parcels, two of which are vacant and one with an existing home. All three parcels are currently zoned Agricultural District (AG-1).

The current request is to approve a rezoning from AG-1 to PAD for a single-family residence. As part of this request, the applicant is requesting deviations from the required 30 ft. side yard and 40 ft. rear yard setbacks required for properties zoned AG-1. Proposed setbacks of 10 ft. on both side yards and 10 ft. from the rear yard are being requested. This request is consistent with other single family developments in the area as well as others that have recently been approved by the City Council.

Planning staff has reviewed the request and supports the proposal, citing consistency with the General Plan and Zoning Code. The proposal is consistent with the policies of the General Plan, which call for a variety of housing choices and a compatible mix of housing choices within the Neighborhood Designation. Planning and Zoning Commission recommends approval subject to conditions.

Public / Neighborhood Notification

- This request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting was held on February 28, 2024. In addition to the applicant and city staff, two residents were in attendance.
- As of the writing of this memo, Planning staff is not aware of any opposition to the request

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting, May 15, 2024

Motion to Approve

In Favor: 5 Opposed: 0 Absent: 1 (Lopez)

Ordinance No. 5101 was introduced and tentatively adopted on June 13, 2024

Recommended Conditions of Approval

Planning and Zoning Commission recommends approval of Rezoning from AG-1 to PAD for Single-Family Residential with reduced setbacks, subject to the following conditions:

1. Uses permitted on the property shall be those permitted in the Single-Family (SF-33) zoning district, except as modified by conditions herein.
2. Minimum setbacks shall be as provided below:

Property Line	Building Setback
Front Yard	20 ft.
Side Yard	10 ft. each side
Rear Yard	10 ft.

3. Development standards in the City of Chandler Zoning Code for SF-33-Single Family District shall apply, except as modified by conditions herein.
4. Developer shall provide all required right-of-way dedications and/or easements as determined by the Development Services Director at the time of construction plan review.
5. Developer shall complete construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting to achieve conformance with City codes, standard details, and design manuals.
6. Landscaping in all rights-of-way shall be maintained by the adjacent property owner. Additionally, hardscape improvements located behind the sidewalk and

within the right-of-way shall be maintained by the adjacent property owner.

Attachments

Ordinance 5101

Vicinity Maps

Narrative

Site Plan

ORDINANCE NO. 5101

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY REZONING A PARCEL FROM AGRICULTURAL DISTRICT (AG-1) TO PLANNED AREA DEVELOPMENT (PAD) FOR SINGLE-FAMILY RESIDENTIAL WITH REDUCED SETBACKS IN CASE PLH23-0057 (GUERRERO RESIDENCE) LOCATED AT 943, 952, AND 963 NORTH MILL AVENUE, WITHIN THE CORPORATE LIMITS OF THE CITY OF CHANDLER, ARIZONA; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR PENALTIES.

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

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

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

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

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

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

Section 1. Legal Description of Property:

EXHIBIT 'A'

Said parcel is hereby rezoned from AG-1 to PAD for single-family residential with reduced setbacks, subject to the following conditions:

1. Uses permitted on the property shall be those permitted in the Single-Family (SF-33) zoning district, except as modified by conditions herein.
2. Minimum setbacks shall be as provided below:

Property Line	Building Setback
Front Yard	20 ft.
Side Yard	10 ft. for each side

Rear Yard	10 ft.
-----------	--------

3. Development standards in the City of Chandler Zoning Code for SF-33-Single Family District shall apply, except as modified by conditions herein.
4. Developer shall provide all required right-of-way dedications and/or easements as determined by the Development Services Director at the time of construction plan review.
5. Developer shall complete construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting to achieve conformance with City codes, standards details, and design manuals.
6. Landscaping in all rights-of-way shall be maintained by the adjacent property owner. Additionally, hardscape improvements located behind the sidewalk and within the right-of-way shall be maintained by the adjacent property owner.

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. 5101 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

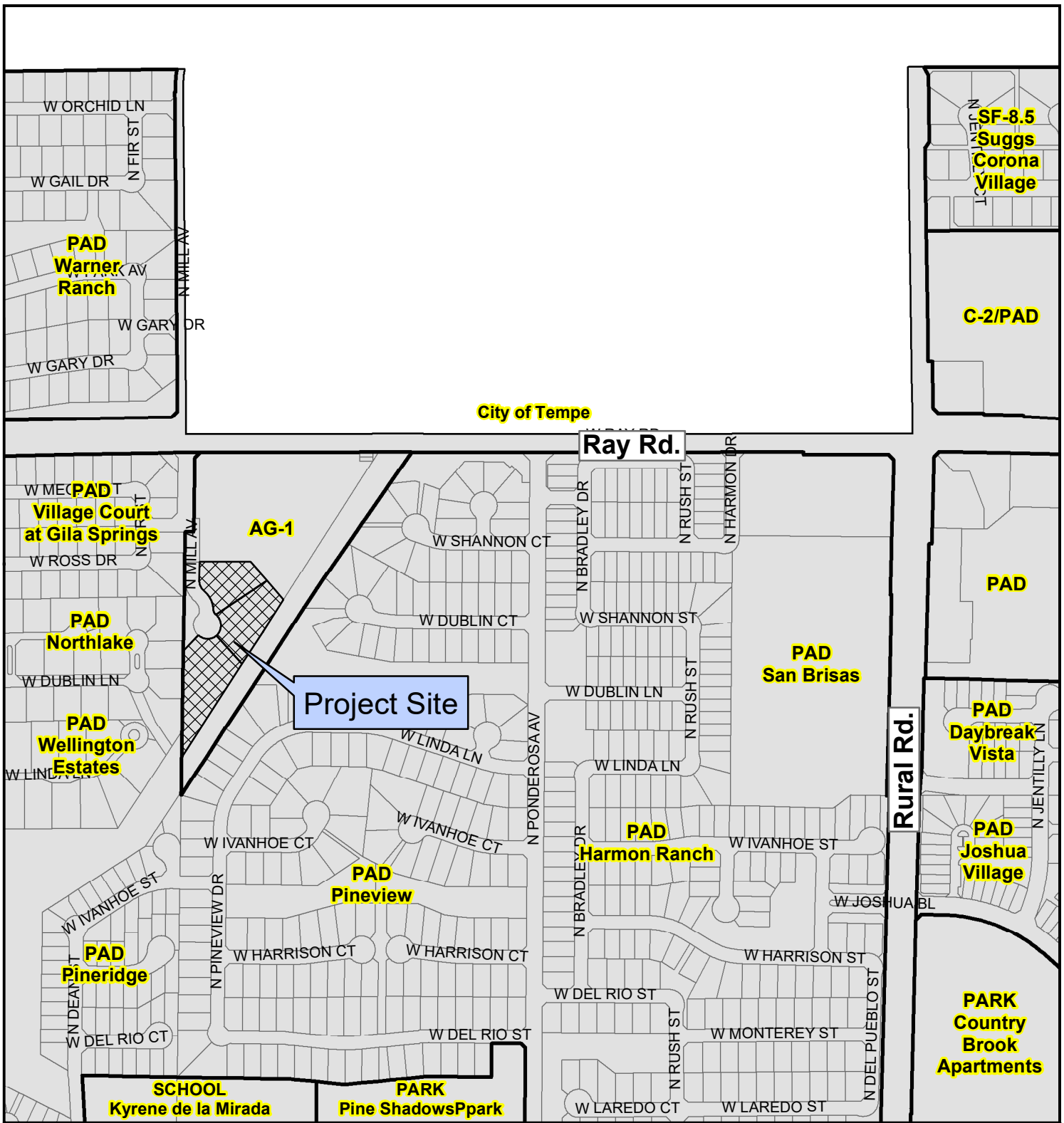
Published:

Exhibit "A"

Lot 2, Guerrero Estates, according to Book 471 of Maps, Page 36, records of Maricopa County, Arizona

Lot 3, Guerrero Estates, according to Book 471 of Maps, Page 36, records of Maricopa County, Arizona

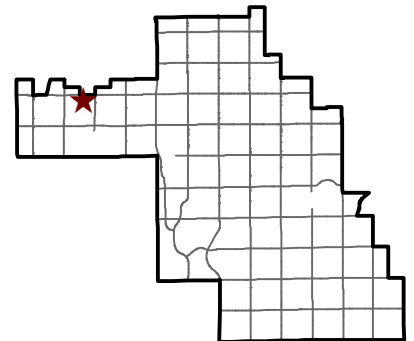
Lot 4, Guerrero Estates, according to Book 471 of Maps, Page 36, records of Maricopa County, Arizona



Proposed Project Details

943, 953, 963 N Mill Ave.

Rezoning from AG-1 to Single-Family Residential
with reduced setbacks



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



PLH23-0057 Guerre Residence

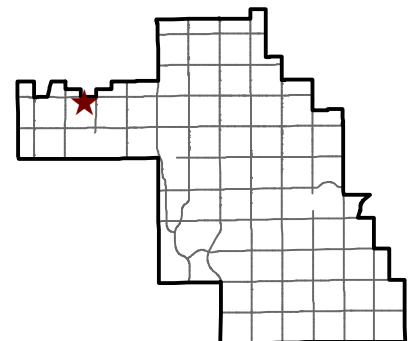
Proposed Project Details

943, 953, 963 N Mill Ave.

Rezoning from AG-1 to Single-Family Residential
with reduced setbacks



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



February 7, 2024

PLH23-0057 Guerrero Residence Rezone,

APN 301-87-978

943, 953, 963 North Mill Avenue

Chandler Arizona, 85226

A rezoning change is being requested from agriculture to PAD for reduced setbacks on Parcel 301-87-978 at 943 N. Mill Ave, Parcel 301-87-797 at 953 N. Mill Ave and Parcel 301-87-980 at 963 N. Mill Ave. The site is fully developed with a gated entry and private drive, fully landscaped with a variety of trees and shrubs. The three lots are odd shaped. There is a home built on 943 N. Mill Ave. Currently, 953 and 963 are vacant. Due to the irregular shape of lots, it is in the best interest of the subdivision to rezone from agricultural to PAD allowing for reduction of the setbacks. The current site plan hinders the new construction from developing a home that is equal to the home located at 943 N. Mill Ave. With current set backs, we will not achieve community cohesion and will not be feasible to build accordingly. As a result there is a detriment to the neighborhood and loss of development uniformity. The attempt is to preserve standards and not change the character of the neighborhood. The goal is to memorialize the level of quality custom home and conformity of the subdivision. The plan is to rezone the area and include setbacks to expand the buildable envelope.

Sincerely,

Laurie Guerrero

NORTH - SOUTH MIDSECTION LINE

WATERLINE, AND APPURTENANCES EASEMENT.

N 00° 00' 00" E
848.41'

N 88° 57' 26" E
48.96'

N 00° 00' 00" E
67.93'

324.02'

LANDSCAPE/RETENTION BASIN TRACT 'A'

TRACT 'A'

LOT 2
51,902 SF

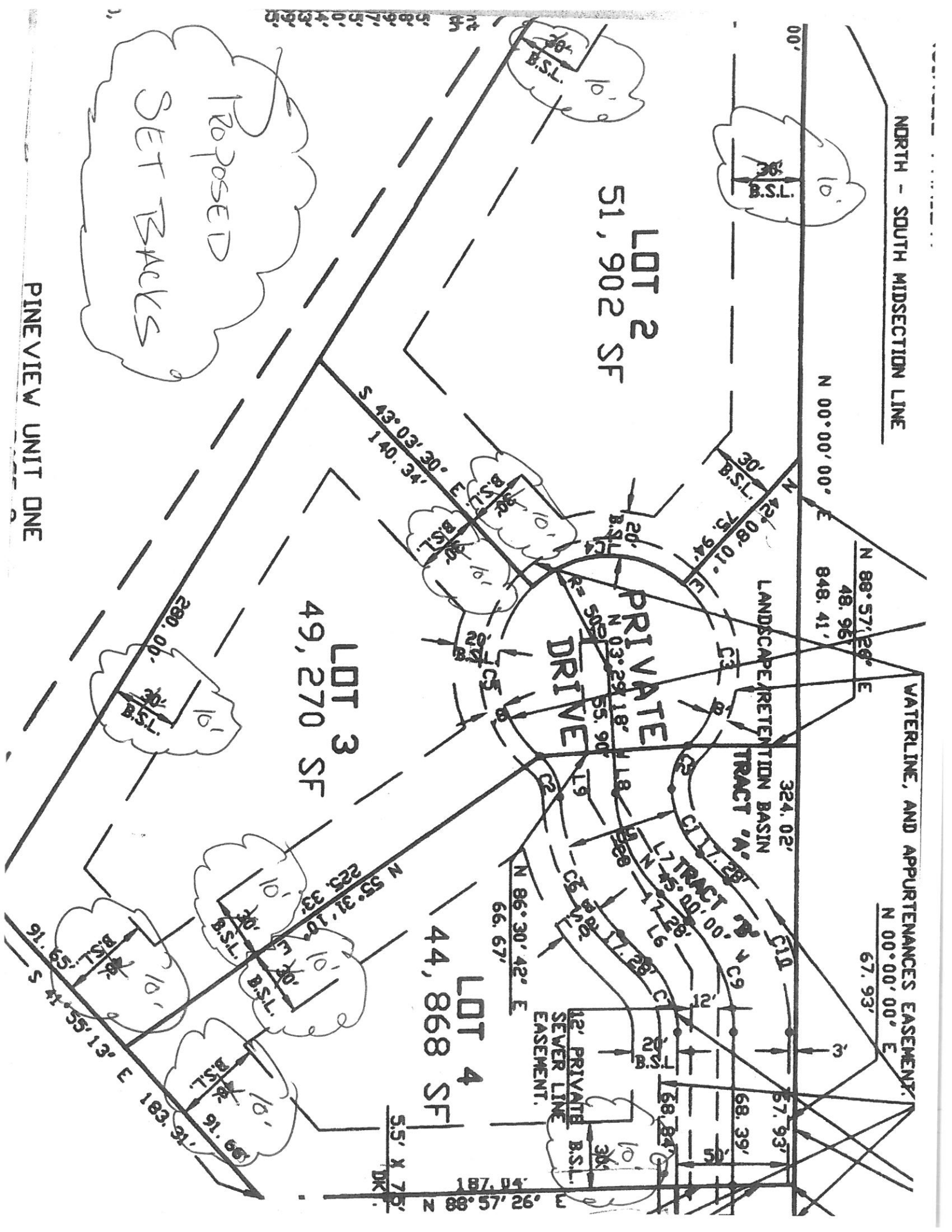
PRIVATE DRIVE

LOT 4
44,868 SF

LOT 3
49,270 SF

PROPOSED
SET BACKS

PINEVIEW UNIT ONE



NORTH - SOUTH MIDSECTION LINE

WATERLINE, AND APPURTENANCES EASEMENT.

N 00° 00' 00" E

848.41'

N 88° 57' 26" E

48.96'

N 00° 00' 00" E

67.93'

00'

30'

B.S.L.

30'

B.S.L.

30'

B.S.L.

75.94'

E

N 42° 08' 01" E

324.02'

LANDSCAPE/RETENTION BASIN

TRACT 'A'

TRACT 'B'

TRACT 'C'

TRACT 'D'

TRACT 'E'

TRACT 'F'

TRACT 'G'

TRACT 'H'

TRACT 'I'

TRACT 'J'

TRACT 'K'

TRACT 'L'

TRACT 'M'

TRACT 'N'

TRACT 'O'

TRACT 'P'

TRACT 'Q'

TRACT 'R'

TRACT 'S'

TRACT 'T'

TRACT 'U'

TRACT 'V'

LOT 2
51,902 SF

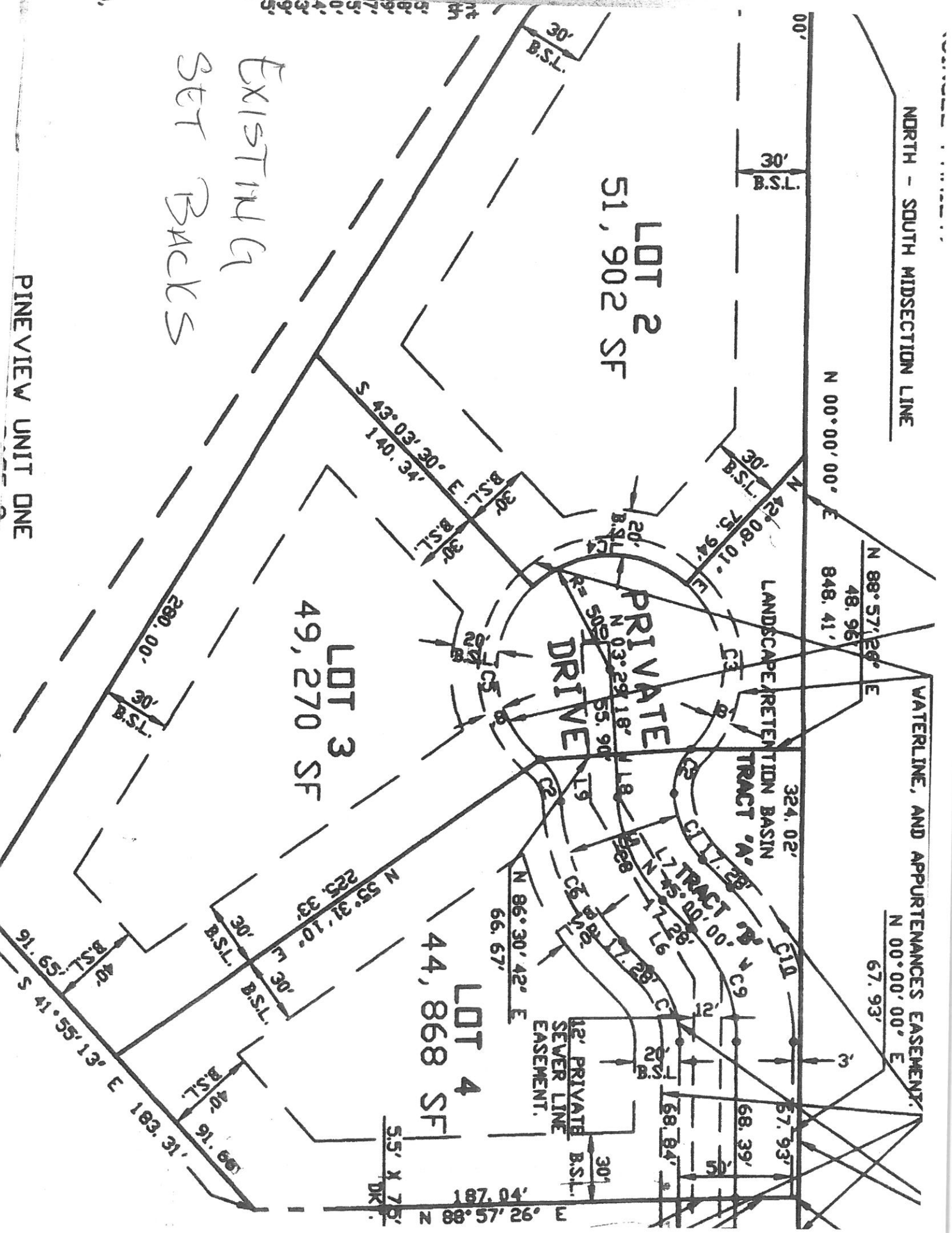
PRIVATE DRIVE

LOT 3
49,270 SF

LOT 4
44,868 SF

EXISTING
SET BACKS

PINEVIEW UNIT ONE





City Council Memorandum Development Services Memo No. 24-032

Date: June 24, 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: PLH23-0063 CBREIM Frye
Adoption of Resolution No. 5821
Introduction and Tentative Adoption of Ordinance No. 5105

Request: Development Agreement related to the development and operation of an expanded data center on the property, including removal of water-based cooling equipment at the existing data center

Rezoning from Planned Industrial District (I-1) and Planned Area Development (PAD) for Office Development to Planned Area Development (PAD) for Data Center uses and Planned Industrial (I-1) uses with Mid-Rise Overlay for building heights up to 95 feet

Preliminary Development Plan (PDP) approval to expand an existing data center facility

Location: 2500 W Frye Road, generally located 1/2 mile south and east of Chandler Boulevard and Price Road

Applicant: Taylor Earl, Earl & Curley

Proposed Motion:

Development Agreement

Move City Council pass and adopt Resolution No. 5821, authorizing a Development Agreement between the City of Chandler and CPUS West Frye Road, LP, related to the development and operation of an expanded data center on the property, including removal of water-based cooling equipment at the existing data center.

Rezoning

Move City Council introduce and tentatively adopt Ordinance No. 5105 approving PLH23-0063 CBREIM Frye, Rezoning from Planned Industrial District (I-1) and Planned Area Development (PAD) for Office Development to PAD for Data Center uses and Planned Industrial (I-1) uses with a Mid-Rise Overlay for building heights up to 95

feet, subject to the conditions as recommended by Planning and Zoning Commission.

Preliminary Development Plan

Move City Council approve Preliminary Development Plan PLH23-0063 CBREIM Frye for site layout and building architecture for the expansion of an existing data center on approximately 14.5 acres, subject to conditions as recommended by Planning staff.

Background Data:

The subject property has undergone several development actions since its annexation into Chandler. A summary is provided below:

- 1978: Subject site is annexed into the city as AG-1.
- 1979: Property is rezoned from AG-1 to I-1.
- 1988: A manufacturing building is constructed on the property.
- 2002: The Countrywide mortgage company acquires the subject property that at the time includes approximately 25.5 acres to the north on which they begin construction of four office buildings and a parking garage. As part of the construction of the new office campus, the existing manufacturing building is converted to a data center in support of and as an ancillary use to the Countrywide offices.
- 2008: Bank of America acquires the parcel consisting of the office campus and the data center for its use; an SRP substation is built soon after, northwest of the data center building.
- 2019: Bank of America splits the parcel and sells the data center and associated substation. The data center continues to operate independent of the Bank of America office campus to the north, effectively making it an illegal use given that the zoning does not allow data centers as a stand-alone, primary use.
- 2022: Chandler amends the zoning code for data centers, requiring PAD zoning for properties where a data center is the primary use and establishes neighborhood notification and noise mitigation protocols. This zoning amendment officially renders the property as "illegal non-conforming" status since it is no longer associated with the Bank of America campus and is operating as a stand-alone, primary use.
- The current request proposes to rezone two properties, including the data center and associated electrical substation, from Light Industrial (I-1) district and PAD for Office Development to PAD for Data Center uses and Planned Industrial (I-1) uses, as prescribed by City Code, to return the data center to legal conforming status.
- The current request also proposes an approximately 243,000 square foot expansion to the existing data center building on an underutilized parking lot at the south end of the data center property.
- The Development Agreement requires the data center to remove water-based

cooling equipment before any Certificate of Occupancy is issued for the expansion.

- In 2023, the data center property used 14.09 million gallons of water. Staff anticipates removal of water-based cooling systems will result in significant water savings for the City.
- The proposed building expansion is comprised of a three-story building with exterior screen walls that are a maximum of 90 feet high, as needed for sound mitigation per City of Chandler zoning requirements. Thus, the request also seeks approval for a Mid-Rise Overlay to allow building heights up to 95 feet.

Surrounding Land Use Data:

North	Business park / office buildings	South	Frye Road, then office buildings
East	Ellis Street, then Chandler Fire Station No. 3, then undeveloped land currently zoned as I-1 Light Industrial	West	Parking lots for the office buildings to the north and west of the subject site

General Plan and Area Plan Designations:

	Existing	Proposed
General Plan	Employment and within the Medical / Regional Retail area	No change

Proposed Development

Subject Site	Approximately 14.5 acre property at the existing data center Approximately 1.9 acre property at the existing substation adjacent to the northwest corner of the data center property
Proposed Building Expansion Square Footage	Approximately 243,000 square feet
Proposed Building Expansion Max Building Height	3 stories total 90 feet high to tallest point of the angled parapet walls Requesting Mid-Rise Overlay for heights up to 95 feet
Existing Building Square Footage	Approximately 150,000 sq. ft.
Existing Building Max Height	1 story 30 feet high to top of parapet walls
Parking	Existing parking lot with approximately 226 parking spaces will be demolished to allow expansion 58 additional parking spaces provided at new parking area

Site Layout	<p>Existing driveways and entrances to site will be maintained</p> <p>Existing site fences are minimally adjusted and existing landscaping enhanced to meet current codes</p> <p>Main entry to site is off Frye Road, with direct access to new parking area</p> <p>New fire lanes surround building expansion</p> <p>Three new screened outdoor equipment yards are proposed</p> <p>Existing SRP substation at northwest corner of site expected be expanded</p> <p>Existing 10-foot-high security wall around substation will likely be adjusted</p>
Landscaping	<p>Existing mature landscaping will remain as much as possible and will be supplemented with new landscaping, as needed, to meet Chandler's current landscaping standards and maintain visual buffers along Frye Road and Ellis Street</p> <p>A mix of existing landscaping, new landscaping and salvaged landscaping from the site will be provided along Frye Road</p>
Building Setbacks	<p>Front: 50 foot setback (at Frye Road)</p> <p>Sides: 30 foot setback (at Ellis Street and west property line)</p> <p>Rear: 25 foot setback (at north property line)</p>
Sound Mitigation Strategies	<p>Taller parapet walls control noise from roof top mechanical equipment</p> <p>Parapet wall designs with sound absorptive materials to control and diffuse noise</p> <p>Strategic mechanical unit placement to help reduce noise</p> <p>Sound barrier walls at outdoor equipment areas to reduce noise impact</p>
Building Design	<p>Proposed building design utilizes high-tech themes</p> <p>Elevations feature designs which reference Chandler's history</p> <p>Overlapping screen walls with and without some degree of transparency</p> <p>Overlapping and sloped parapet walls</p> <p>Sloped walls serve as a transition between new and existing architecture</p> <p>Large building elevations are broken down into smaller masses</p> <p>Stairs visible at the building exterior through painted, perforated metal create visual interest</p>
Materials & Accents	<p>Precast concrete panels with smooth and custom sandblast patterns</p> <p>Perforated steel and metal panels with digital imagery</p> <p>Two types of metal mesh with digital imagery</p> <p>Painted perforated metal</p> <p>Brushed perforated metal</p> <p>Four exterior paint colors</p>

Review and Recommendation

Background

The data center site is currently zoned I-1 Light Industrial and has been in operation as a data center for years. It is in proximity to other industrial uses, such as Microchip Technology to the immediate northeast and the Air Products campus to the west. The property is bordered by the Bank of America campus to the north and CVS offices to the west. Large parking lots west of the site buffer views to the west. An SRP substation, currently zoned PAD for Office Development, is part of this rezoning request and is located on an adjacent parcel northwest of the data center. This substation, which powers the data center, is anticipated to be expanded internally as part of the proposed development.

The original data center at the heart of this request was developed to support Countrywide and later the Bank of America campus to the north using water-cooling technology that was standard in 2008. The data center remained in service to Bank of America until 2019, when the property was sold. In 2022, Chandler adopted new code amendments to prescribe how and when data centers may be developed in Chandler. Per that ordinance, the existing data center operation today does not meet Chandler's code requirements, because it is considered a primary use instead of an ancillary use on a hard-zoned property. This request presents the opportunity to bring the facility into code compliance and deliver a net positive water impact back to the city.

Development Agreement

Chandler's zoning code provides a path for approval of this application through a PAD zoning process that will update the existing facility's status from "illegal non-conforming" to code compliance. As a condition of approval, the applicant has agreed to execute a development agreement with the City. Under the terms of the agreement, the developer will replace the water-based cooling equipment at the existing facility to a mechanically cooled system. The existing equipment must be replaced before the developer will receive a Certificate of Occupancy for the data center expansion. Moving forward, the developer will be prohibited from using water-based cooling systems on the property, which will result in significant water savings for the City.

The Public Works and Utilities Department has reviewed the water consumption associated with the existing data center and reports the amount of water used in 2023 was 14.09 million gallons. While it is difficult to quantify how much of that water was used for data center equipment cooling versus typical domestic water usage or landscape irrigation purposes, it is highly probable that the amount of water savings Chandler will realize from this conversion will be significant. Public Works and Utilities indicates that an average Chandler resident uses 43,800 gallons of water per year. Based on that figure, 14.9 million gallons of water is equal to the typical yearly water use of 340 residents.

Proposal

This request seeks rezoning and PDP approval for site layout and building architecture for a data center expansion that will be located where an underutilized parking lot for the existing data center sits today. Staff supports this proposal as the highest and best use of the available property, as any other employment use would not be able to develop because of the inherent site constraints and limitations. The proposal will improve the

area by converting a little-used parking area currently screened from view by mature landscaping into an active site. The benefits provided by high-quality of design proposed, the opportunity for Chandler to realize water savings, and bringing an existing property into code compliance outweigh the negatives of the request.

The architectural design of the expansion features a high-tech aesthetic in homage to Chandler's unique history. Proposed materials include custom sandblasted and smooth-finish concrete panels. A variety of brushed metal, painted metal and perforated metal mesh panels with and without applied digital images are well-suited to the surrounding area and nearby industries. The variety of perforation patterns, textures and transparencies help to screen views of ground-mounted equipment and enhance the architecture. The applied imagery evokes concepts related to technology networks, referencing Chandler's high-tech economic development focus.

The proposed color palette of cool blues and grays is accented by pops of yellow to create greater visual interest and identify the main entrance at the west elevation. The larger massing of the building is broken down into smaller elements via applied materials, colors, varying roof heights and horizontal articulation. Framed architectural elements at the south and east facades serve as focal points that highlight visible stairs behind painted perforated metal and create unique architectural vignettes within the composition. A new landscaped outdoor courtyard is provided between the existing building to the north and the new structure. Tapered metal screen panels extend from the new expansion down to the existing building to unify the architecture.

This request proposes to meet all data center requirements defined in Chandler's data center zoning ordinance. Noise control is addressed by the architecture through the use of sound walls with absorptive panels integrated into the screen walls to mitigate sound trespass. Layered parapet walls that slope in opposing directions impart an energy and dynamic quality to the architecture while screening mechanical equipment and further diffusing equipment sounds. An on-site liaison will be provided, as required by the data center ordinance, from 8 am until 10 pm daily to respond to complaints, and community messaging will inform neighbors of planned noise-generating operations. A baseline sound study has been performed by a third-party acoustic engineer to confirm the design meets sound control requirements. Additional sound studies will be performed at issuance of Certificate of Occupancy, with follow-up studies required for five years after completion of construction to ensure the sound control is working as planned.

The proposed site includes a new parking area with 58 parking spaces, appropriate to serve the administrative areas within the larger data center facility. Fire lanes surround the new building, as required. A new outdoor mechanical yard to the east and a new outdoor equipment yard to the west are appropriately screened from view and blend with the architecture. A third outdoor equipment yard near the northwest corner of the site will be screened from existing site walls as well as the SRP substation to the immediate west, which is screened via a 10-foot wall. While the site features mature landscaping that screens views from Ellis Street and Frye Road, the building architecture is appropriately enhanced to deliver an attractive and modern addition to the neighborhood.

Staff finds the proposal to be in alignment with the General Plan and consistent with the existing surrounding development within the larger Medical/Regional Retail growth area. Planning and Zoning Commission recommends approval with conditions.

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 Next Door.
- Two Neighborhood Meetings were held due to the request for Mid-Rise Overlay.
- The first Neighborhood Meeting was held on January 29, 2024, and the second on February 5, 2024.
- Both Neighborhood Meetings were presented as an open-house type of meeting, and only a handful of neighbors attended each of the meetings.
- No residents appeared at either meeting to express opposition to the proposed development.
- There was some discussion about screening rooftop mechanical units from view; the applicant explained the equipment would be screened by the parapet walls, as required.
- There was some discussion about whether the perforated metal screen walls surrounding the ground mounted equipment would sufficiently screen the equipment from view. The applicant explained the material proposed would be effective in screening the equipment, and pointed out the landscaping surrounding the property would help to screen views as well.
- Resident interest in the proposed development included questions about the proposed overall height of the development. The applicant explained that the height of the exterior walls is integral to the design to effectively control the sound generated by the facility and contain it as much as possible on-site, as required by Chandler's data center zoning ordinance.
- Further resident comments included an expression of appreciation for the required sound-control measures and for the quality of the proposed architectural design of the building expansion.
- As of the writing of this memo, Planning staff is unaware of any opposition to the proposal.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting June 5, 2024
Motion to Approve

In Favor: 5 Opposed: 0 Absent: 1

Planning and Zoning Commission modified Preliminary Development Plan stipulation 8, requiring 75% of the trees along Frye and Ellis to be either salvaged from the site, a minimum of 36 inch box and a minimum of 12 feet in height at the time of planting, or an existing mature tree.

Recommended Conditions of Approval

Rezoning

Planning and Zoning Commission recommends the City Council approve Rezoning from I-1 Planned Industrial District and PAD for Office Development to PAD for Data Center uses and Planned Industrial (I-1) with Mid-Rise Overlay for building heights up to 95 feet, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "CBRE Data Center Expansion" and kept on file in the City of Chandler Planning Division, in File No. PLH23-0063 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. Allowed uses include data centers and all uses permitted in I-1 Planned Industrial District provided that parking requirements are met pursuant to Article XVIII Parking and Loading Regulations of the Chandler City Code.
3. The Midrise Overlay applies only to the new building addition and shall be limited to a maximum height of ninety-five (95) feet. All other buildings shall be subject to a maximum height of forty-five (45) feet.
4. All water-based cooling systems operating on the property to cool electrical equipment must be removed before the City will issue a certificate of occupancy (including temporary certificate of occupancy) for the proposed data center expansion area south of the existing data center and such water-based cooling systems may not be used on the property at any time following the issuance of such certificate of occupancy. For purposes of this ordinance, "water-based cooling systems" means cooling systems that reject heat from the refrigeration process to the atmosphere by means of water evaporation or other water-based methods that use and discard water as part of the process of transferring heat away from equipment that generates heat on the property.
5. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.
6. Future median openings shall be located and designed in compliance with City adopted design standards (Technical Design Manual #4).

7. Completion of the construction of all required off-site street improvements, including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements, and street lighting to achieve conformance with City codes, standard details, and design manuals.
8. The 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. Development standards shall comply with I-1 Planned Industrial District standards, except as modified by conditions here within.
11. Minimum building setbacks shall be as provided below and further detailed in the development booklet.

Property Line	Building Setback
North	25 feet
South	50 feet
West	30 feet
East	30 feet

Preliminary Development Plan

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

1. Development shall be in substantial conformance with the Development Booklet, entitled "CBRE Data Center Expansion" and kept on file in the City of Chandler Planning Division, in File No. PLH23-0063 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. All signage shall be reviewed under a separate permit.
3. The site shall be maintained in a clean and orderly manner.
4. Landscaping plans (including for open spaces, rights-of-way, and street medians) and perimeter walls shall be approved by the Planning Administrator.
5. Raceway signage shall be prohibited within the development.
6. 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.

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. 75% of all trees along Frye Road and Ellis Street shall be either salvaged from the site, a minimum of 36 inch box and a min of 12 feet in height at the time of planting, or an existing mature tree.
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.

Attachments

Resolution 5821
Development Agreement
Ordinance 5105
Vicinity Maps
Development Booklet

RESOLUTION NO. 5821

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN CPUS WEST FRYE ROAD, LP (“DEVELOPER”) AND THE CITY OF CHANDLER FOR THE DEVELOPMENT OF PROPERTY LOCATED AT THE NORTHWEST CORNER OF FRYE ROAD AND ELLIS STREET.

WHEREAS, Developer owns approximately 14.5 acres of real property located at 2500 West Frye Road at the northwest corner of Frye Road and Ellis Street that is currently being used to operate a data center; and

WHEREAS, Developer intends to develop the property to expand the existing data center and has applied to the City for rezoning of the property to allow the data center expansion; and

WHEREAS, the existing data center operated by Developer currently uses water-based cooling systems to cool the server equipment; and

WHEREAS, the City has determined that significant water savings for the City would result from the Developer replacing water-based cooling systems in the existing data center and restricting the future use of water-based cooling systems at the property moving forward; and

WHEREAS, the City and Developer wish to enter into a development agreement, in accordance with A.R.S. §9-500.05, to address certain matters related to the development of the subject property.

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

Section 1. Approves the City of Chandler entering into a Development Agreement with Developer in substantially the form attached hereto as Exhibit “A” and incorporated herein by this reference.

Section 2. Authorizes the Mayor of the City of Chandler to execute the Development Agreement and related documents for and on behalf of the City of Chandler.

Section 3. Authorizes the City Manager to execute and provide necessary documentation needed to implement the Development Agreement.

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

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5821 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of June, 2024 and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY TA

WHEN RECORDED RETURN TO:

City Clerk's Office
City of Chandler
MS 606
P. O. Box 4008
Chandler, Arizona 85244-4008

DEVELOPMENT AGREEMENT

This development agreement (the "Agreement") is entered into effective as of _____, 2024, (the "Effective Date"), by and between the City of Chandler, an Arizona municipal corporation ("City"), and CPUS West Frye Road, LP, a Delaware limited partnership ("Developer"). City and Developer are each a "Party" to this Agreement and may be referred to collectively in this Agreement as "Parties."

1. **Recitals.** As background to this Agreement, the Parties recite, acknowledge and confirm the following, each of which shall be a material term and provision of this Agreement:

1.1 Developer owns real property generally located on the northwest corner of Frye Road and Ellis Street, which property is legally described in Exhibit A attached hereto (the "Property").

1.2 Within the Property is an existing data center structure and operation ("Existing Data Center") that uses Water-Based Cooling Systems (defined in Section 9.1 herein) to cool the electronic computer servers operating within the data center.

1.3 The Chandler City Council has, in conjunction with the approval of this Agreement, approved Developer's request to rezone the Property from Light Industrial (I-1) to Planned Area Development (PAD) with a Mid-Rise Overlay ("Rezoning Approval"), which allows the continued operation of the Existing Data Center and the addition of a new approximately 243,000 square-foot, three-story data center structure, with associated electrical equipment and operation, within the Property, as conceptually shown on Exhibit B ("Data Center Expansion").

1.4 Stipulations were added to the Rezoning Approval related to the use of Water-Based Cooling Systems and Mechanical Cooling Systems (defined in Section 9.2 herein) on the Property (the "Cooling Stipulations"). With this Agreement, the Parties intend to reduce water consumption on site by ensuring the transition of all existing Water-Based Cooling Systems to Mechanical Cooling Systems that do not rely on evaporative cooling or

otherwise consume water as part of the process of cooling electronic computer servers housed within the Property.

1.5 Section 35-2214 of the City Code of the City of Chandler (“City Code”) contains certain requirements related to the development of new data centers and Sections 35-2214(3) through 35-2214(7) of the City Code contains requirements related to the measuring and containment of sound generated by those data centers (“Data Center Sound Requirements”).

1.6 The Parties desire to execute this Agreement following approval of the Rezoning Request by the Chandler City Council to provide another enforcement mechanism for the Cooling Stipulations and the Data Center Sound Requirements, to agree on the application of an element of the Data Center Sound Requirements as it relates to the Property, and to govern the replacement of the Water-Based Cooling Systems currently operating within the Existing Data Center.

1.7 City and Developer are entering into this Agreement under A.R.S. § 9-500.05 to facilitate development within the City of Chandler.

1.8 City, by Resolution No. _____, adopted on _____, has authorized the execution and performance of this Agreement and has otherwise taken all action required by law to enter into this Agreement and make it binding upon City.

2. **Performance Obligations.** City and Developer agree as follows:

2.1 The Data Center Expansion may not incorporate or use any Water-Based Cooling Systems and no Water-Based Cooling Systems may be added to the operation of the Existing Data Center. Moreover, each existing Water-Based Cooling Systems within the Existing Data Center may only be replaced with Mechanical Cooling Systems that do not rely on evaporative cooling. In addition to the foregoing, all Water-Based Cooling Systems operating at the Existing Data Center must be removed or replaced with Mechanical Cooling Systems before the City will issue a certificate of occupancy for the Data Center Expansion. Developer understands that time is of the essence for removal of the Water-Based Cooling Systems on the Property pursuant to this Agreement. The City will not issue a temporary certificate of occupancy for the Data Center Expansion if the Water-Based Cooling Systems have not been fully removed, regardless of circumstances that may arise that are outside the control of Developer. Upon issuance of the certificate of occupancy for the Data Center Expansion and during the remaining Term of this Agreement, Developer may not use any Water-Based Cooling Systems within the Property.

2.2 Upon Developer’s request for a certificate of occupancy for the Data Center Expansion, and thereafter during the remainder of the duration of this Agreement, Developer will allow City reasonable access to inspect the Property to verify that there are no Water-Based Cooling Systems in operation. City will follow reasonable security protocols during such access visits and will provide Developer with reasonable advanced notice of the date and time of such access visits.

2.3 A violation of the City's Data Center Sound Requirements will be deemed a violation of this Agreement.

2.4 Section 35-2214(4) of the City Code ("Baseline Study Section") details requirements for a property owner proposing to build a data center related to studying and documenting ambient sound levels in the area surrounding the proposed site of the new data center, and the Parties acknowledge Developer has complied with this Baseline Study Section. Given the potential for future changes in the immediate area that may affect ambient sound volumes, Developer shall have the right in the future, but not the obligation, to again study and document the baseline ambient sound levels in the area surrounding the Property and to submit the results of this updated study to the City ("Updated Baseline Study"). The Updated Baseline Study must be performed: consistent with the requirements of the Baseline Study Section, except as it relates to any references to the timing of the study and the submission of the study, and prior to commencing operation of, and issuance of a certificate of occupancy for, the Data Center Expansion. Following submission to the City's Zoning Administrator of an Updated Baseline Study, the City shall replace the baseline sound study previously submitted by the Developer with the Updated Baseline Study and shall use the Updated Baseline Study in applying the requirements of the Data Center Sound Requirements as if the Updated Baseline Study had been the sound study originally submitted in compliance with the Baseline Study Section.

2.5 In the sound studies required in subsequent years after the commencement of operation of the Data Center Expansion, per the Data Center Sound Requirements, if ambient sound levels have increased because of factors external to the Property, the City shall allow Developer to document these increases in the study and the City and the Developer shall work together in good faith to adjust the baseline sound levels to account for and discount such increases that are not attributable to the Developer when evaluating compliance of the Data Center Expansion under Section 35-2214(5) and Section 35-2214(6) of the City Code.

2.6 This Agreement and its terms become effective if, and only if, the City approves Developer's request to rezone the Property from Light Industrial (I-1) to Planned Area Development (PAD) with a Mid-Rise Overlay in a manner that allows the development and operation of the Data Center Expansion.

3. **Term**. The term of this Agreement shall begin on the Effective Date and shall continue in full force and effect in perpetuity, unless terminated earlier by written agreement of the Parties. Provided, however, that if the perpetual term of this Agreement is deemed to violate the "rule against perpetuities," the Parties agree to amend the Agreement to the extent necessary to comply with applicable law while maintaining the original intent of the Parties to the fullest extent possible.

4. **Notices**. Unless otherwise specifically provided herein, or unless written notice of a change of address has been previously given pursuant hereto, all notices, demands or other communication given hereunder shall be in writing and shall be deemed to have been duly delivered upon (i) personal delivery, (ii) delivery by a recognized overnight courier

(e.g., FedEx, UPS) for next business day delivery, or (iii) as of the fifth (5th) business day after mailing by United States certified mail, postage prepaid, addressed as follows:

To Developer: Ray Young
Senior Director – Logistics Asset Management
CBRE Investment Management | Americas
601 S Figueroa St, 49th Floor
Los Angeles, CA 90017

With a copy to: Taylor C. Earl
Earl & Curley, P.C.
3101 N. Central Ave., Suite 1000
Phoenix, AZ 85012

To City: Development Services Director
City of Chandler
Mail Stop 405
P.O. Box 4008
Chandler, AZ 85244-4008

With a copy to: Chandler City Attorney
Mail Stop 602
P.O. Box 4008
Chandler, AZ 85244-4008
Phone: (480) 782-4640

5. **Events of Default.** Failure by either Party to duly perform, comply with, or observe any of the conditions, terms, or covenants of this Agreement beyond applicable notice and cure periods shall be a default hereunder, subject to the terms set forth in this Section 5. The Party who so fails or delays must immediately commence to cure, correct, or remedy such failure or delay, and shall complete such cure, correction, or remedy with reasonable diligence, and during any period of curing shall not be in default. The objecting Party shall give written notice of default to the Party in default, specifying the default complained of by the objecting Party. If the default is not commenced to be cured within thirty (30) days after service of such notice of default and is not cured promptly in a continuous diligent manner in a reasonable period of time after commencement (which shall in no circumstance exceed one hundred twenty days (120) days), the objecting Party shall have the right to pursue all legal and equitable remedies available to it at law or under this Agreement.

6. **Assignment.** Developer shall not assign any obligation in this Agreement (an “Assignment”) other than to a Permitted Assignee without City’s express written consent, which shall not be unreasonably withheld, conditioned, or delayed. As used herein, a “Permitted Assignee” is defined as: (i) a subsidiary or affiliate of Developer, (ii) a party that results from a Change of Control of Developer, (iii) a party that acquires fee simple title to the Property, and/or (iv) a party providing financing with respect to the property (where, for the avoidance of doubt, Developer shall be permitted to collaterally assign this Agreement to such

party). The City's consent shall not be required in connection with an Assignment to any Permitted Assignee. In order to be effective, any such assignment must contain an express written agreement and assumption by the assignee agreeing to be liable for the assigning Party's obligations contained herein. "Change of Control" means (a) any transaction or series of related transactions as a result of which any person or group of persons within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934 becomes the beneficial owner, directly or indirectly, of 50% or more of the outstanding common stock (measured by either voting power or economic interests) of Developer, (b) any sale or lease or exchange, transfer, license or disposition of a business, deposits or assets that constitute 50% or more of the consolidated assets, business, revenues, net income or assets of Developer or (c) a merger, consolidation, recapitalization or reorganization of Developer with or into a third party that results in the inability of the stockholders of Developer prior to such transaction to designate or elect a majority of the board of directors (or its equivalent) of the resulting entity or its parent company.

7. **Recordation.** Upon execution of the Agreement by the City, the City will promptly cause this Agreement to be recorded in its entirety in the Official Records of Maricopa County, Arizona and shall thereafter promptly provide a recorded copy of this Agreement to Developer. Promptly following the Expiration Date, if requested by either Party, the Parties will execute and record a commercially reasonable form of termination of this Agreement, which the requesting Party will cause to be recorded in the Official Records of Maricopa County, Arizona (the "Recorded Termination"). Notwithstanding the foregoing, upon the Expiration Date, this Agreement shall automatically be null, void, and terminated without the need for further action by the Parties, it being acknowledged and agreed that the Recorded Termination is not a prerequisite to the termination of this Agreement.

8. **Additional Matters.**

8.1 **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Arizona. This Agreement is subject to the provisions of A.R.S. § 38-511. This Agreement shall be deemed made and entered into in Maricopa County, Arizona.

8.2 **No Waiver.** The failure of any Party to exercise any right, power, or remedy given to it under this Agreement, or to insist upon strict compliance with it, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach, nor a waiver by either Party of its rights at any time to require exact and strict compliance with all of the terms of this Agreement. The rights or remedies under this Agreement are exclusive of any other rights or remedies which may be granted by law.

8.3 **Entire Agreement, Amendment, and Execution.** This Agreement constitutes the entire Agreement between City and Developer with respect to its subject matter, and all agreements, oral or written, entered into prior to this Agreement are revoked and superseded by this Agreement. This Agreement may not be changed, modified, or amended, except in writing, signed by all Parties, and recorded in the office of the Maricopa County Recorder and any attempt at oral modification of this Agreement shall be void and of no effect. This Agreement may be executed in any number of counterparts, each of which shall be

deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

8.4 **No Partnership.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Developer and City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

8.5 **Authorization.** Each of the Parties hereto represents and warrants to the other that the individual executing this Agreement on behalf of their respective Party is authorized and empowered to bind the Party on whose behalf such individual is signing, and that this Agreement shall be binding upon such Party.

8.6 **Estoppel.** Each Party, upon the request of another Party, shall issue to such requesting Party (and, as applicable, such Party's prospective or current purchaser, equity investor, mortgagee or other parties designated by such requesting Party), within twenty (20) business days of receipt of any such request, an estoppel certificate (each, an "Estoppel Certificate"), made to the knowledge of the responding Party, stating: (i) whether any known default exists under this Agreement, and if there are known defaults, specifying the nature thereof; (ii) that this Agreement has not been modified or amended in any way, except as disclosed in such Estoppel Certificate; (iii) that this Agreement as of that date is in full force and effect; (iv) the status of the Annual Report(s); (v) whether an Updated Baseline Study was submitted to the City; and (vi) such other certifications as may be reasonably requested by such requesting Party, subject to reasonable requests for edits or other clarification by the responding Party.

8.7 **Mortgagee Protections.** Developer shall have the right, from time to time, to assign, collaterally or otherwise, its interest in this Agreement and to encumber all or any portion of its interest in the Property by deed of trust, mortgage or other security instrument (each, a "Developer Mortgage") to a third-party lender (each, a "Mortgagee"), without the necessity of obtaining the consent of the City. So long as any Developer Mortgage held by a Mortgagee remains a lien on all or part of Developer's interest in this Agreement and/or the Property, such Mortgagee shall be afforded the following rights: (i) the right to simultaneously receive any notices of any default by Developer hereunder (provided that Developer and/or Mortgagee first provide the City with written notice as to the identity of and notice address for Mortgagee), (ii) the right to cure any default of Developer (where Mortgagee shall have ten (10) days to cure any monetary default and an additional thirty (30) days to cure any non-monetary default, in addition to the time period afforded to Developer to cure); (iii) in the event of any termination of this Agreement, the right to enter into a new agreement with the City on materially the same terms; and (iv) the right to assume Developer's interest under this Agreement in the event of a foreclosure by Mortgagee of the Developer Mortgage.

9. **Definitions.** As used in this Agreement, the terms below are defined as follows:

9.1 “Water-Based Cooling Systems” are open-circuit cooling towers that reject heat from the refrigeration process to the atmosphere by means of water evaporation or other water-based methods that use and discard water as part of the process of transferring heat away from the electronic computer servers that are generating heat on the Property.

9.2 “Mechanical Cooling Systems” are those cooling systems that transfer heat from the data center to achieve a cooler air temperature inside the data center and which do not utilize the evaporation of water in the cooling process or other water-based methods that use and discard water as part of the process.

[SIGNATURES FOLLOW ON NEXT PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement through their representatives duly authorized to execute this Agreement and to bind their respective entities to the terms and obligations of same.

ATTEST:

CITY OF CHANDLER, an Arizona
municipal corporation

City Clerk

By _____
Mayor Kevin Hartke

APPROVED AS TO FORM:

City Attorney TA

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Kevin Hartke, Mayor of the City of Chandler, an Arizona municipal corporation.

Notary Public

[SEAL]

CPUS West Frye Road, LP, a Delaware
limited partnership

By: _____

Name: _____

Title: _____

STATE OF _____)
County of _____) ss.

The foregoing Development Agreement was acknowledged before me this ____ day of _____, 2024, by _____, as _____ of CPUS West Frye Road, LP, a Delaware limited partnership.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

PARCEL NO. 1:

THE EAST 524.65 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE NORTH 2 FEET OF THE SOUTH 35.00 FEET, AND THE NORTH 15.0 FEET OF THE SOUTH 50.00 FEET OF THE WEST 10.0 FEET OF THE EAST 24.66 FEET, AS CONVEYED TO THE CITY OF CHANDLER, A MUNICIPAL CORPORATION IN DEED RECORDED JUNE 03, 1987 IN RECORDING NO. 87-350459 OF OFFICIAL RECORDS; AND

EXCEPT THE EAST 30 FEET, AND THE NORTH 7 FEET OF THE SOUTH 40 FEET, AS CONVEYED TO THE CITY OF CHANDLER, A MUNICIPAL CORPORATION IN DEED RECORDED JUNE 11, 1987 IN RECORDING NO. 87-372157 OF OFFICIAL RECORDS; AND

EXCEPT THE SOUTH 33 FEET RIGHT OF WAY AS CONVEYED IN BOOK 1, PAGE 42 OF ROAD MAPS.

PARCEL NO. 2:

LOT 1B, OF BANK OF AMERICA DATA CENTER, MINOR LAND DIVISION, ACCORDING TO THE MAP OF RECORD IN THE OFFICE OF THE COUNTY RECORDER, MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1375 OF MAPS, PAGE 3.

EXHIBIT B

PROPOSED
EQUIPMENT YARD

PROPOSED
EXPANSION TO EXISTING
SUBSTATION
(Diagonal hatch and new
screen wall boundaries
shown dashed)

EXISTING
ELECTRICAL
BUILDING
& YARD

PROPOSED
EQUIPMENT YARD

EXISTING
DATA
CENTER

Stories: 1

Area:
+/- 191,000 SF

EXISTING
EQUIPMENT
YARD

PROPOSED
DATA CENTER
EXPANSION

Stories: 3

Bldg Height: 60'-0"
Rooftop Screen:
+30'-0" (for acoustics)
Area:
+/- 243,000 SF

EXISTING
FIRE
DEPT.

ELLIS STREET

FRYE ROAD

5/30/2024

*This Exhibit B is for illustrative purposes only and not intended to
indicate City's formal approval of Developer's site plan*



ORDINANCE NO. 5105

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AMENDING THE ZONING CODE AND MAP ATTACHED THERETO, BY REZONING TWO PARCELS FROM PLANNED INDUSTRIAL DISTRICT (I-1) AND PLANNED AREA DEVELOPMENT (PAD) FOR OFFICE DEVELOPMENT TO PLANNED AREA DEVELOPMENT (PAD) FOR DATA CENTER USES AND PLANNED INDUSTRIAL (I-1) USES WITH A MID-RISE OVERLAY FOR BUILDING HEIGHTS UP TO 95 FEET IN CASE PLH23-0063 CBREIM FRYE, LOCATED AT 2500 WEST FRYE ROAD, GENERALLY AT THE NORTHWEST CORNER OF FRYE ROAD AND ELLIS STREET WITHIN THE CORPORATE LIMITS OF THE CITY OF CHANDLER, ARIZONA; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR PENALTIES.

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

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

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

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

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

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

Section 1. Legal Description of Property:

EXHIBIT 'A'

Said parcels are hereby rezoned from I-1 and PAD for Office Development to PAD for Data Center uses and Planned Industrial (I-1) uses with a Mid-Rise Overlay for building heights up to 95 feet, subject to the following conditions:

1. Development shall be in substantial conformance with the Development Booklet, entitled "CBRE Data Center Expansion" and kept on file in the City of Chandler Planning Division, in File No. PLH23-0063 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. Allowed uses include data centers and all uses permitted in I-1 Planned Industrial District provided that parking requirements are met pursuant to Article XVIII Parking and Loading Regulations of the Chandler City Code.
3. The Midrise Overlay applies only to the new building addition and shall be limited to a maximum height of ninety-five (95) feet. All other buildings shall be subject to a maximum height of forty-five (45) feet.
4. All water-based cooling systems operating on the property to cool electrical equipment must be removed before the City will issue a certificate of occupancy (including temporary certificate of occupancy) for the proposed data center expansion area south of the existing data center and such water-based cooling systems may not be used on the property at any time following the issuance of such certificate of occupancy. For purposes of this ordinance, "water-based cooling systems" means cooling systems that reject heat from the refrigeration process to the atmosphere by means of water evaporation or other water-based methods that use and discard water as part of the process of transferring heat away from equipment that generates heat on the property.
5. Right-of-way dedications to achieve full half-widths, including turn lanes and deceleration lanes, per the standards of the Chandler Transportation Plan.
6. Future median openings shall be located and designed in compliance with City adopted design standards (Technical Design Manual #4).
7. Completion of the construction of all required off-site street improvements, including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements, and street lighting to achieve conformance with City codes, standard details, and design manuals.
8. The 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. Development standards shall comply with I-1 Planned Industrial District standards, except as modified by conditions here within.
11. Minimum building setbacks shall be as provided below and further detailed in the development booklet.

Property Line	Building Setback
North	25 feet
South	50 feet
West	30 feet
East	30 feet

Section 2. The Planning Division of the City of Chandler is hereby directed to enter such changes and amendments as may be necessary upon the Zoning Map of said Zoning Code in compliance with this Ordinance.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance, or any parts hereof, are hereby repealed.

Section 4. In any case, where any building, structure, or land is used in violation of this Ordinance, the Planning Division of the City of Chandler may institute an injunction or any other appropriate action in proceeding to prevent the use of such building, structure, or land.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, then this entire ordinance is invalid and shall have no force or effect.

Section 6. A violation of this Ordinance shall be a Class 1 misdemeanor subject to the enforcement and penalty provisions set forth in Section 1-8.3 of the Chandler City Code. Each day a violation continues, or the failure to perform any act or duty required by this Ordinance or the Zoning Code, shall constitute a separate offense.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this ____ day of _____, 2024.

ATTEST:

CITY CLERK

MAYOR

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

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5105 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:

THE EAST 524.65 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

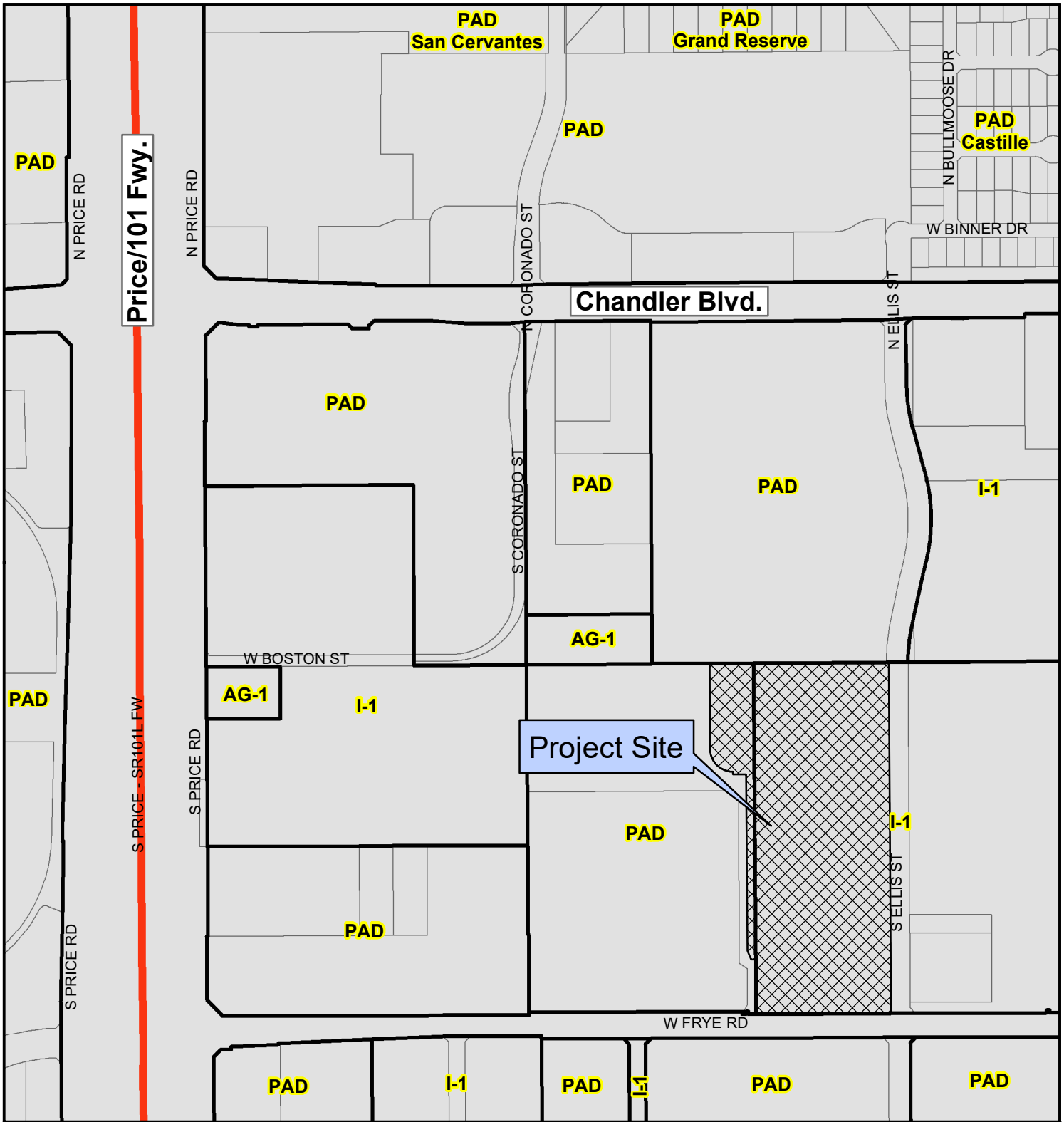
EXCEPT THE NORTH 2 FEET OF THE SOUTH 35.00 FEET, AND THE NORTH 15.0 FEET OF THE SOUTH 50.00 FEET OF THE WEST 10.0 FEET OF THE EAST 24.66 FEET, AS CONVEYED TO THE CITY OF CHANDLER, A MUNICIPAL CORPORATION IN DEED RECORDED JUNE 03, 1987 IN RECORDING NO. 87-350459 OF OFFICIAL RECORDS; AND

EXCEPT THE EAST 30 FEET, AND THE NORTH 7 FEET OF THE SOUTH 40 FEET, AS CONVEYED TO THE CITY OF CHANDLER, A MUNICIPAL CORPORATION IN DEED RECORDED JUNE 11, 1987 IN RECORDING NO. 87-372157 OF OFFICIAL RECORDS; AND

EXCEPT THE SOUTH 33 FEET RIGHT OF WAY AS CONVEYED IN BOOK 1, PAGE 42 OF ROAD MAPS.

PARCEL NO. 2:

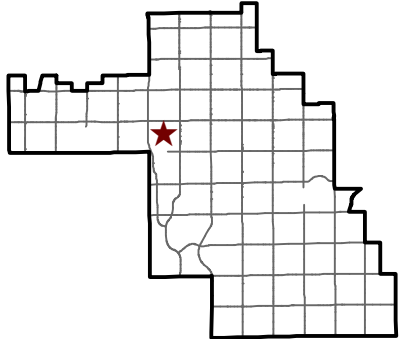
LOT 1B, OF BANK OF AMERICA DATA CENTER, MINOR LAND DIVISION, ACCORDING TO THE MAP OF RECORD IN THE OFFICE OF THE COUNTY RECORDER, MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1375 OF MAPS, PAGE 3.



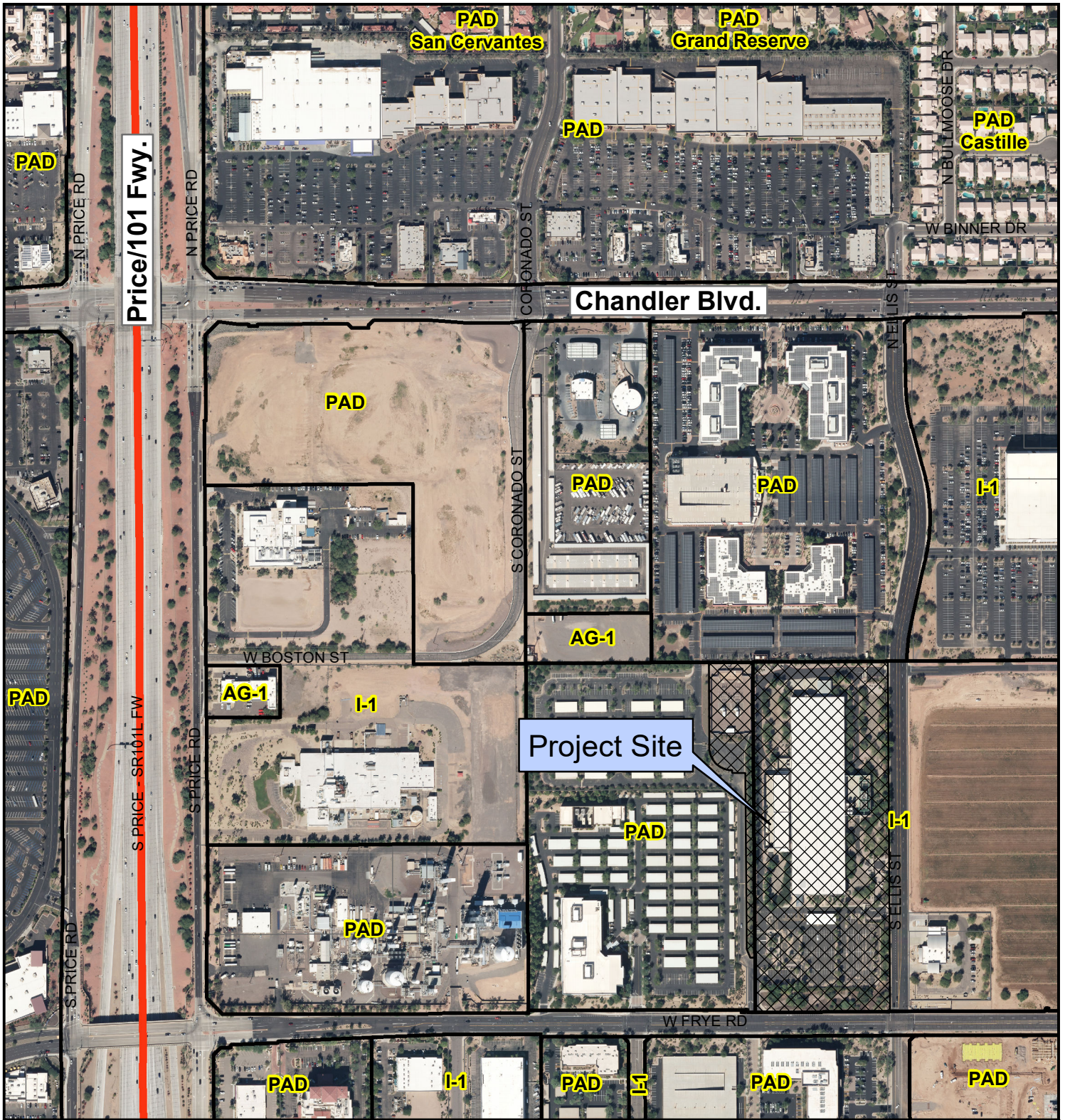
PLH23-0063 CBREIM Frye



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



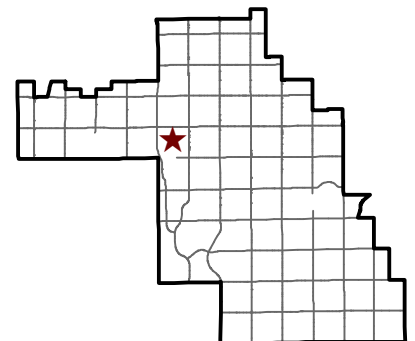
City of Chandler Planning Division
chandleraz.gov/planning
For more information visit:
<https://gis.chandleraz.gov/planning>



PLH23-0063 CBREIM Frye



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



City of Chandler Planning Division
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Case: PLH23-0063

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CBRE Data Center Expansion

**2500 W. Frye Rd.
Chandler, AZ 85224**

**Rezone to PAD w/ Mid-Rise Overlay
Preliminary Development Plan**

**2nd Submittal- December 21, 2023
Revised for P&Z – May 31, 2024**



**3101 N. Central Avenue, Suite 1000
Phoenix, Arizona 85012
Phone: 602-265-0094**

Purpose of Request

CBRE Investment Management (“CBREIM”) is proposing an expansion to an existing data center facility on Frye Road, east of the Loop 101. The existing site was previously part of, and an accessory use to, the Bank of America campus, which is north of the site. As this center is now separated from that campus and is now a primary use, the subject rezoning request is required. Our request is to rezone the site from I-1 to PAD to allow the existing data center to continue operation. The proposal also includes an expansion of the data center on the same parcel. Additionally, we are requesting a Mid-Rise Overlay due to the height of the expansion building portion being in excess of 45’.

There is currently a great deal of unmet demand in the market for data center capacity. But dedicating new properties to such uses is something the City has been careful about. The benefit of this proposal is that it doesn’t use new property. Instead, the proposal is to create additional data center supply by building an expansion on an underutilized parking lot within a parcel that is already dedicated to a data center use and has been for many years. The proposal will convert this parking lot into a highly attractive data center expansion. This will provide additional capacity for the market, and the building’s sophisticated design will enhance the aesthetics on Frye Road.



Description of Proposal

Bank of America had one of the first campuses in the Price Road Corridor. The first building in the BOA campus is the one currently on the subject site, which was built in 1988. The rest of the campus was completed by 2006. In 2008, the subject building on the site was converted to a data center and began operations. The building continues to operate as a data center today. In July of 2019, the subject property was purchased and was no longer part of the Bank of America campus. In 2022, a Zoning Verification Letter was issued by the City explaining that because the data center was disconnected from the Bank of America campus, it technically became a primary use and was therefore rendered non-conforming. Near the same time, however, the City of Chandler amended the zoning ordinance to create a route for data centers to be allowed as primary uses through rezoning to PAD.

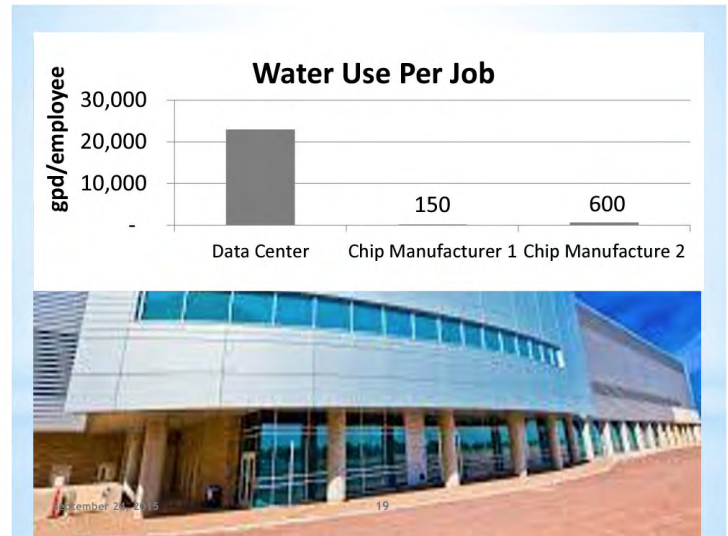
Our PAD rezoning request will accomplish two major purposes. First, it will clean up the zoning on the existing data center and return it to full legal conforming status. Second, it will allow for an expansion of the data center on the same site, within an underutilized parking lot.

Additionally, the proposal includes a request for the Mid-Rise Overlay to allow for a building height of 90’.

Data Centers and Water

The Phoenix metro area has seen a rapid increase in data center growth. It is now one of the fastest growing markets and already is a top five market with Northern Virginia, Silicon Valley, Dallas, and Chicago. Power availability, proximity to California, land prices, and low disaster risk are the main reasons why the metro area has seen an increase in data centers.

As water becomes scarcer regionally, data centers using water chilling equipment have received more scrutiny. Chandler is among those Arizona jurisdictions striving to carefully manage its water supply. In 2015, Council passed Ordinance No. 4634, which amended Chapter 52 of the City Code to add “Sustainable Water Allocation Regulations.” Within the policy, it references Multiple and Large Meter Users (MLM Users) and has three tiers of users. Tier I is for residential and commercial use and are the standard users. Tier II are for users that use more water on a daily basis than Tier I and must be included in the Water Resource Management Strategy. Tier III users use the most water in the City and water may be available for purchase at a price determined by the City. Data centers using water to cool the centers are Tier III users and put a strain on the desire to conserve water.



The existing data center has long used water chillers to support its operations, whereas the proposed expansion area will rely fully on an electric air-cooling solution. This strategic shift is not merely a technical upgrade but a step towards heightened efficiency, reduced environmental impact, and a substantial decrease in water consumption. To do so, we recognize the need to design the site in a way that provides appropriate sound buffering. Careful consideration has been given to the design of the site, with a specific focus on addressing potential sound disturbances associated with the new cooling system. The integration of sound buffering measures underscores a comprehensive approach, ensuring that the environmental impact of the expansion is not only minimized in terms of resource usage but also in terms of community well-being.

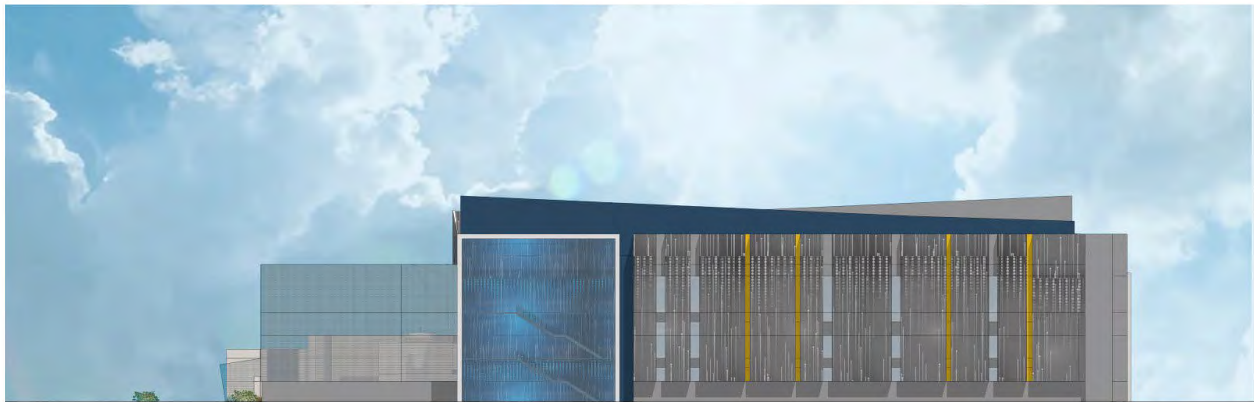
Moreover, we have talked with City staff about the existing data center’s water chillers and the City’s focus on preserving water resources. Based on those conversations, we have agreed that as part of this development proposal, we will enter into a development agreement with the City that requires the operator to replace each of the existing water chiller units—regardless of the remaining mechanical life of the units—with an electric air-cooling solution. And this replacement must occur prior to the City issuing a certificate of occupancy for the expansion building. As a result, at the time of the expansion opening, there will be no water-based cooling systems operating on

the property. Because of this, the subject rezoning and development proposal will cause a significant reduction in water consumption on the property, as compared to the consumption occurring within the existing operation today.

Design Concept

Networks connect Chandler's past with Chandler's future. Just as Chandler's founder, Dr. Alexander John Chandler, brought the critical infrastructure of his time, canal systems, the data center will bring today's critical infrastructure, data systems, to Chandler residents. Inspired by the overlapping networks of Arizona canals, digital networks, and the networks of branches of our desert vegetation, the new façade will reflect these patterns and textures. Patterns will be cast into the precast concrete walls and imprinted on perforated steel and metal panel systems. Perforated metal screens with digital imagery will shield outdoor equipment while lending a dynamic quality to the building's undulating exterior form. Dynamic angles in the façade will further reference our distant desert mountains.

The architecture has been expanded beyond the typical boxy form found in common data center construction and has instead been designed to reflect our history while looking forward to the future.



South Elevation

The south elevation is the primary façade facing Frye Road. Design strategies incorporate a mixture of precast concrete panels with a custom sandblasted pattern reflective of streams of data mixed with yellow vertical stripes and spandrel glass to split the façade into discrete components. The roofline has layers of sloping parapets to add a dynamic quality and mitigate the building's overall height while screening necessary rooftop mechanical equipment. A screening component around an equipment yard in the southwest corner of the expansion steps the façade down towards the pedestrian entrance on the west face. The custom pattern reflective of networks adds visual interest and hides the equipment behind.



Enlarged West Elevation



Perspective facing the new building entrance.

The West Elevation of the expansion showcases the custom pattern on the perforated metal screen that wraps the façade and angles towards the existing facility. This screen adds interest, texture, and a dynamic quality that steps the scale of the primary mass down towards a more pedestrian scale entry. An additional metal frame surrounding the bright accent yellow marks the entry with signage above for ease of wayfinding and architectural detail. The roofline has layers of angles that reference the distant mountains beyond while mitigating the impact of the expansion's height and massing and screening rooftop equipment.

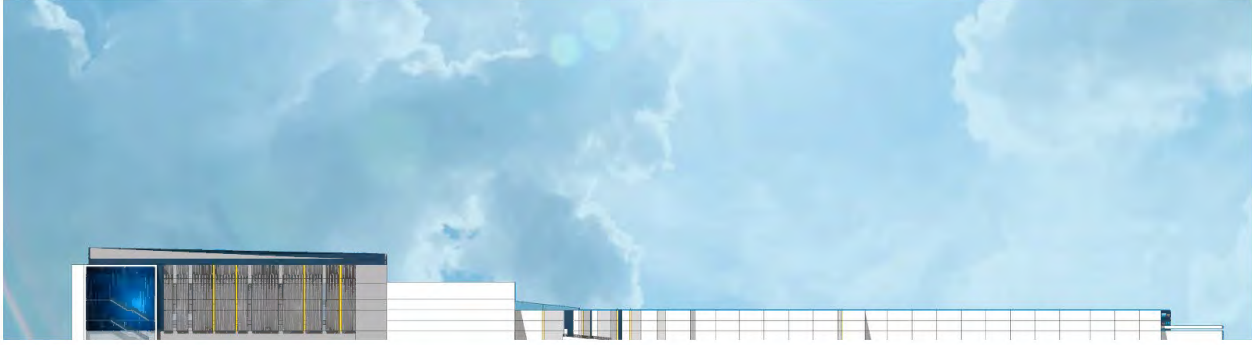


Southeast Perspective

In addition to the features described in previous elevations continuing around the new expansion, stair elements on the south and east facades are pulled outside the primary building massing. These elements assist with the interior function, necessary egress paired with clear floor area for interior equipment, while also breaking down the overall massing into smaller components. The stairs become a feature element on the south and east facades with an interior blue pattern reflective of networks while the elongated stairs revealed on the exterior also suggest branches and networked forms.



West Elevation



East Elevation

False windows may be an option on the east elevation for the new construction. However, they allow more light into the space, but still provide privacy to the single-family residents that are +/- 1,400 feet away. Additionally, if the farmland was ever rezoned to allow residential, it would provide privacy for those residents as well.



North Elevation

These additional elevations show how the new expansion integrates with the existing building. Massing forms are stepped from the height of the new expansion down towards the existing facility. Additionally, the existing facility will be painted with a vertical striping pattern that references the overall design concept and visually ties the two buildings together.

Operations

As a critical infrastructure facility, the data center will operate 24 hours a day, seven days a week. Most of the facility is dedicated to equipment for data storage with limited facilities for personnel who maintain, operate, and oversee the equipment. Staff will be on-site 24/7 as part of their regular duties with minimal vehicular traffic moving through the site. Deliveries will be infrequent as a support for the equipment with occasional large deliveries on the west side of the site.

Conceptual Site Plans

The conceptual site plan illustrates the proposed facility expansion size and location, proposed mechanical yard, revised parking lot, and fire lane access for the site. The mature landscaping along both streets will remain and provides a visual buffer from the existing and proposed facilities. Landscape that is impacted by the new facility will attempt to be salvaged and relocated on site. The existing driveways along with current driveway entrances and all existing building structures, will remain in place and be incorporated into the new facility expansion. A proposed mechanical yard will be constructed to serve the new facility expansion. A revised parking lot will be provided based on data center requirements. A proposed fire lane will encircle the new expansion maintaining access across the site.

The new data center expansion will contain data hall spaces, required support spaces that will include spaces for backup diesel generators, and an associated outdoor mechanical yard for new mechanical equipment. Building construction will consist of pre-cast concrete exterior walls with varying surface treatments to achieve textured and graphic appearances. Internal steel frame construction will be the primary building structure. Metal panel cladding with supporting steel framework will be utilized as both an exterior wall cladding and screening wall at stair wells and equipment yards. Appropriate sound reducing measures will be implemented for the new expansion.

Relationship to Surrounding Properties

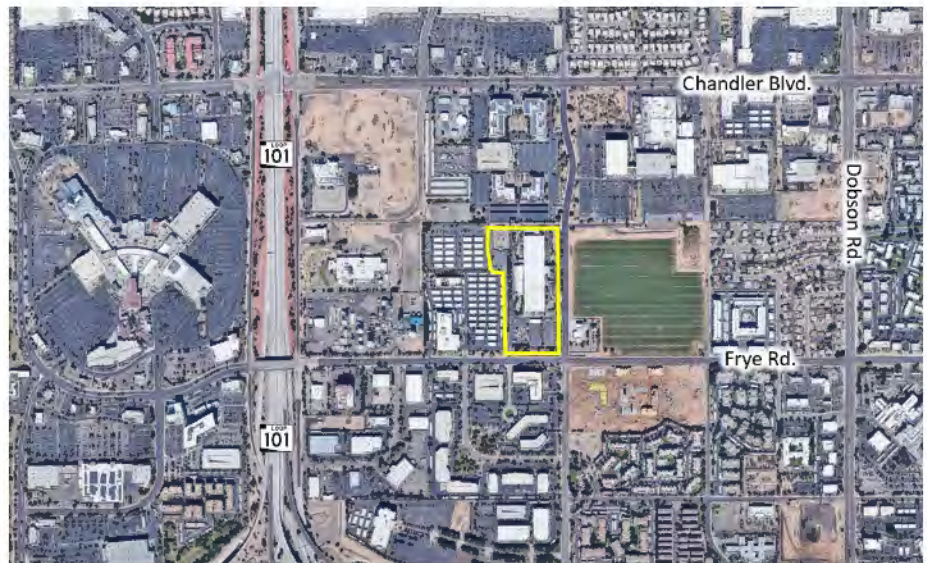
Site

The subject site is 16.3 net acres and is located on the northwest corner of Frye Road and Ellis Street. The building has been on site since 1988.

Existing ingress and egress is from Frye Road. And there is an ingress/egress for service and deliveries via Ellis Street.

North

Directly north of the site is the Bank of America Corporate Campus. This large campus is approximately 28 gross acres. The initial buildings on the campus were built by 1997 and the entire campus was developed by 2006. The campus used to include the existing data center that is on our subject site.



East

There are two properties to our east. The larger property (approximately 38 acres) is vacant land that is undeveloped and has been used as farmland since annexation even though it has industrial zoning. The other property is 2.5 gross acres and is the Chandler Fire Department Station No. 3.

South

Across Frye Road directly to the south is the Chandler 202 business park that began construction in 2009 and was completed in 2015.

West

Directly to the west are two different parking lots used for the corporate offices for Bank of America and CVS Caremark. The parking lot creates a buffer for our site's buildings.

Location and Accessibility

The site is part of the Price Road Corridor. This corridor involves a mix of uses, including those that promote technology.



The existing data center was one of the first commercial buildings in the northern part of the corridor and its inclusion makes just as much sense today as when it was built in 1988. The Loop 101 Freeway and Price Road provide convenient access to the site. Access onto the site for employees and guests will be off Frye Road, which is an arterial street.

Height

The proposal includes a request for 90' of building height by utilizing the Mid-Rise Overlay. There are several reasons why we believe that height is justified on this site:

Need for Data Centers and Land Scarcity

Data centers have become a necessary part of the landscape in the metro area as the need for data consumption increases for residents and businesses. We recognize that the City has been careful about allowing new data centers on parcels that could be used for other uses. But here, the proposed expansion would be on an underutilized parking lot that, realistically, would not be used for any other purpose than an expansion of the existing facility immediately adjacent. Why is that? First, the adjacent use is a data center, and it makes the most sense to have buildings that would share such tight proximity and the same security perimeter to have the same use. Second, within a campus like this, the only other use that *might* make sense would be office. But that would require more parking than could be retained while still developing over the parking lot. In other words, the office building would be built on top of the parking that would be needed. And the office market is far too weak to justify the expense of building a podium parking model with offices above it. In reality, this site is ill suited for any other type of use other than a data center expansion.

But because the land itself is small, verticality is needed to provide the data capacity to justify the effort. This coincides with Chandler's current circumstances generally. In June of 2022, Chandler's Economic Development Director, Micah Miranda, spoke during a Business Journal Corridors of Opportunity real estate event. He stated that only 6% of the city's raw land was available for development. Additionally, he stated that,

“As Chandler approaches build out, we're really starting to think about the next 20 years of growth in Chandler,” Miranda said. “What does that look like? In a lot of people's minds, that means verticality and also the repurposing and evolution of existing smaller industrial product.”

Building vertically on the remaining portions of the subject parcel allows for the efficient use of limited space, maximizing the use of available land.

Cost Efficiency

Constructing vertically can be cost-effective in urban environments. Taller buildings enable the concentration of infrastructure and utilities, reducing the overall cost of land acquisition and maintenance.

Scalability

Vertical construction facilitates scalability. As the demand for data storage and processing power grows, it's easier to expand vertically by adding more floors instead of having to acquire additional land.

Reduced Environmental Impact

By building vertically, the environmental impact on the surrounding area, such as disrupting natural habitats or agricultural land, is minimized. Preserving green spaces is crucial for maintaining ecological balance.

Energy Efficiency

Taller buildings can be designed with energy-efficient features. Natural ventilation, daylight harvesting, and optimized cooling systems can be implemented more effectively in a vertically structured building, reducing overall energy consumption.

Security and Access Control

Vertical construction often allows for better security measures. Controlling access points and implementing security protocols is more manageable in a multi-story building, ensuring data centers are well-protected against unauthorized access.

Aesthetics and Skyline Impact

Taller buildings can be designed to enhance the architectural landscape of the area. Thoughtful design can contribute positively to the area, creating a modern and visually appealing urban environment. We believe we have achieved that here. Gensler's design is truly first class and will enhance the aesthetics of this area with its artistic touches, bold architecture, and modern aesthetic.

Verticality along Frye Road

The height of the proposed building will be in harmony with the aesthetic on Frye Road in this area, which includes tall buildings and structures. Moving east from the freeway on Frye Road, the Hilton Hotel on the south side is 6 stories tall with a significant parapet design.



Across the street from the hotel is the Air Products campus, which has significant and monotone height associated with its silos.



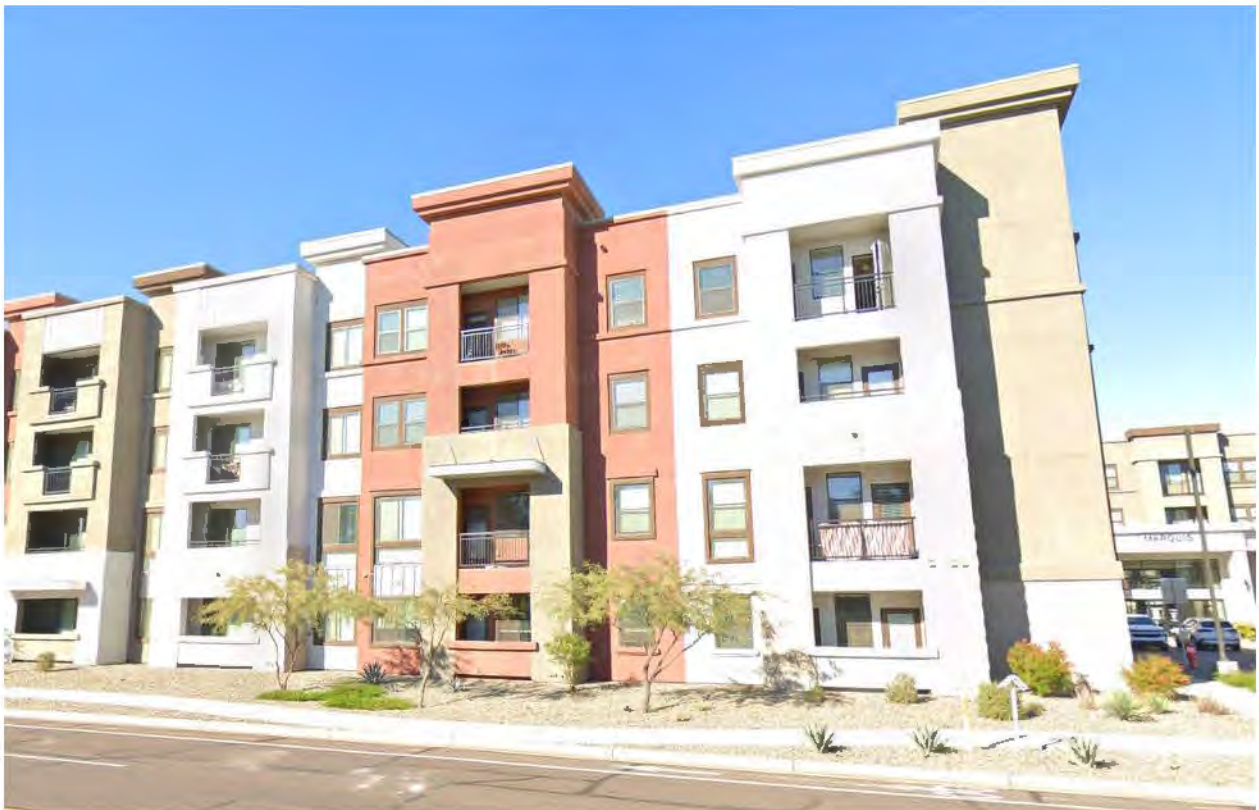
Down the street a few hundred feet is the CVS health building, which is a three-story office building, and across from the subject parking lot is the three-story Republic Services building.



Kittie-corner from the subject parking lot is the new Town Chandler apartments, which are a mix of three-and four-story apartments.



Down the road to the east of the subject site is the Marquis Chandler, another four-story, urban housing development.



Finally, further east on Frye Road is the Chandler Regional hospital, which includes a tall four-story building on the north end (near Frye Road) of the hospital campus.



What these buildings along Frye Road establish is an aesthetic of verticality along that particular roadway. They give the valuable appearance of thriving industry and urbanization. The proposed building will be compatible with these buildings in terms of height and will provide a valuable aesthetic contribution in terms of modern design and architecture.

Mid Rise Overlay

In addition to obtaining PAD approval for the data center, we are also asking for the PAD to encompass the Mid-Rise Overlay as the building height will exceed 45 feet. As stated above, the site's location and surrounding uses support the proposed height of 90 feet.

The Mid-Rise Development Policy has a list of qualifications to determine if the site is eligible for a mid-rise overlay district in Chandler. Based on the provided information, here are the reasons why the data center's height justifies the mid-rise overlay request.

Applicability

The data center adheres to the Mid-Rise Development Policy, which specifies that buildings exceeding 45 feet in height must be considered through a Planned Area Development (PAD) zoning process. By following this policy, the data center aligns with the city's established regulations, ensuring that the development process is consistent and compliant.

Strategic Location

The data center is located within the areas identified in the policy as suitable for mid-rise development, namely the Price Road Campus Employment Corridor. Looking at historical aerials, the building and campus was one of the first buildings in the northern part of the corridor. Being situated in this strategic location supports the rationale for mid-rise development. Additionally, there is no existing single-family residential nor any planned within 300' of the site. The nearest existing residential is +/- 1,400' to the east. Please see the map that shows the 300' buffer and nearest single-family residential.



The additional height will have a direct correlation with the site's ability to provide increased data capacity. Similar to utilities like phone and cable lines, data centers enhance information accessibility and provide essential infrastructure for businesses and communities. They enable various online services, from e-commerce platforms to educational portals, enhancing economic growth and educational opportunities. Chandler desires to be selective in where it supports new data centers. But it makes sense to allow it here because the parking lot would be poorly suited for other uses. And if the site is going to be used for this purpose, height will make the most of the opportunity, satisfying more data center demand. As Chandler's amount of available land shrinks, appropriate height and density on available parcels is needed. Here, the owners are willing to provide such development.

Nearby Uses: Land Use Map



When looking at the land use map, it becomes evident that the site is surrounded by business uses that would not be negatively impacted by the height proposed on the subject parking lot. The aerial spans for about a mile east to west and every property in the photo is within the Price Road corridor. Indeed, the subject site was a catalyst for what later developed in the area. While the corridor encourages retail and residential, its primary driver for growth is industrial and commercial uses, which is clear when looking at the map. The existing and proposed expansion of the data center fits in with the area and with the continued growth within the corridor.

Design Considerations

As detailed previously, the design of this building will be top-notch. From its architecture to its artistic touches, this building will be a complement to Frye Road. When height is considered, we look at the building's architecture to ensure that it is appropriate for its height. One look at the proposed elevations alleviate any such concerns for this proposal. Each foot of the proposed height is well designed, forming a beautiful tapestry.

The Data center design connects Chandler's past with Chandler's future. Inspired by the overlapping networks of Arizona canals, digital networks, and the networks of branches of our desert vegetation, the new façade will reflect these patterns and textures on a metal screen and etched precast panels around the new expansion. Perforated metal screens with digital imagery will shield outdoor equipment while lending a dynamic quality to the building's undulating exterior form that slopes and bends around the expansion, breaking down its massing and height into lower and smaller components. Dynamic angles in the façade and roofline will reference

distant desert mountains while mitigating the building height and screening necessary equipment.

The architecture has been expanded beyond the typical boxy form found in common data center construction and has instead been designed to reflect our history while looking forward to the future.

Mitigating Circumstances

If the data center is within 300 feet of existing or planned single-family development, any height exceeding 45 feet would require mitigating circumstances. This is not applicable here as the nearest single-family residence is +/- 1,400 feet away.

In summary, the data center's adherence to the Mid-Rise Development Policy, its strategic location, fulfillment of performance characteristics, and attention to design considerations collectively justify its height. These factors align the project with the city's development goals and policies.

Sound

The surrounding area has developed within the goals for the Price Road Corridor. There is a healthy amount of industrial, business park, and commercial uses within the area. These uses create sound because of their use itself along with their associated traffic, HVAC systems, and the delivery of goods. Frye Road and the Loop 101 also contribute ambient traffic noise to the environment. The existing data center must also be considered in the ambient and existing condition of the area.

We recognize that the air cooling necessary for the data center expansion will have associated sound. We have looked at the layout of the rooftop equipment in detail to minimize the sound that travels outside of the site. Below are considerations being looked at by the engineers to ensure sound stays on the site as much as possible.

Reduced Direct Line of Sight

Taller parapets create a physical barrier that obstructs the direct line of sight between the source of the sound (such as air conditioning units) and other uses in the area. This barrier blocks the direct transmission of sound waves, reducing the sound that reaches surrounding uses. In our original design, we had a parapet wall that sloped upward to the north. This blue parapet is still visible on the design. But after reviewing how best to mitigate any sound impact to the south of building, Gensler has now redesigned the building's parapet to also have a parapet that slopes up the south. This design not only has a modern aesthetic, but this southern sloping parapet wall will serve as an effective barrier against sound coming from the rooftop equipment.

Absorption and Diffusion

These taller parapets can also be designed with materials that absorb or diffuse sound waves. Absorptive materials like acoustic panels, louvers, or landscaping can absorb sound energy,

reducing the overall noise levels. Diffusive materials scatter sound waves in different directions, preventing the concentration of noise in one specific area.

Increased Distance

Placing air conditioning units on rooftops with taller parapets increases the vertical distance between the noise source and residential areas. As sound waves travel through the air, their intensity diminishes with distance. By elevating the source, the noise reaching the ground-level residential areas is significantly reduced. In other words, in this instance, the height of the building pushes the cooling units further away from the nearest residential.

Strategic Unit Placement

Proper placement of air conditioning units is crucial. Where possible, we will locate units away from the edges of the building to reduce sound transmission.

Use of Sound Barriers

Besides taller parapets, additional sound barriers such as acoustic fences or walls can be strategically placed between the noise source and residential areas. These barriers are designed specifically to absorb, reflect, or diffract sound waves, minimizing their impact on surrounding areas. These can be proposed, if necessary, as our acoustic engineers perform their studies on this site in conformance with the City's new sound ordinance related to data centers.

Infrequent Use of Generators

While the generators are outside, they will be used for backup and testing purposes only. This equates to roughly once a month and will not be a detriment to the area. They will be wrapped with a sound blanket to help buffer noise during the infrequent times they are used.

Parking

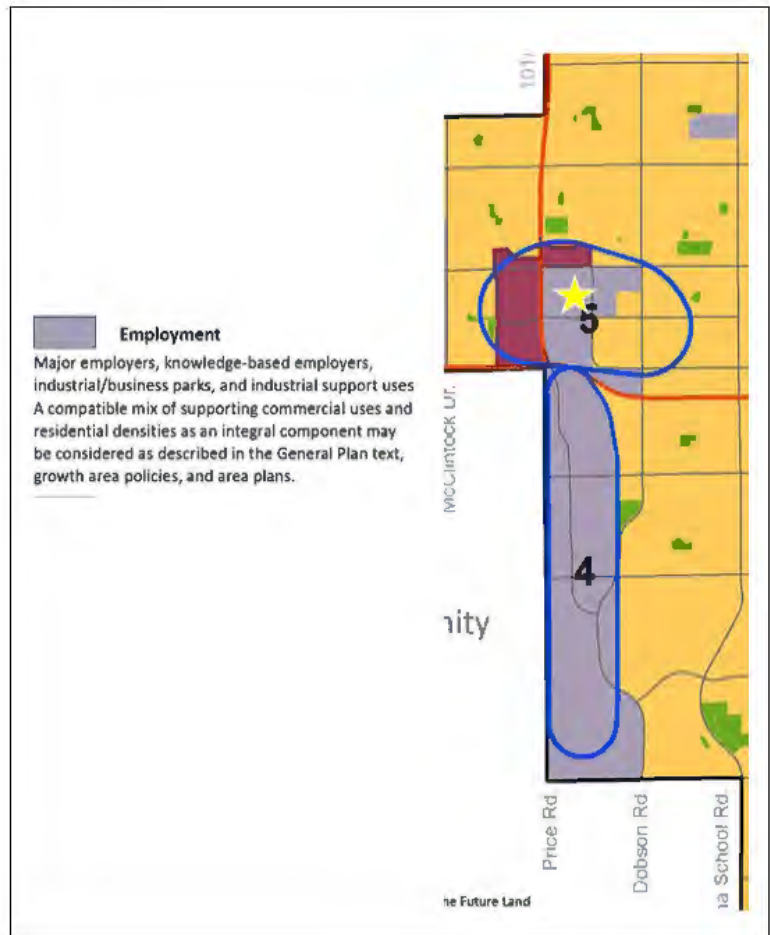
Due to the nature of their use, data centers use less parking than traditional offices and business centers. Parking calculations for data centers are not in the ordinance, so we have calculated the use based on data centers which are similar in size. We are providing 58 spaces, which will allow enough parking for employees and guests.

General Plan Alignment

The site and the data center use are a complementary fit to the 2016 General Plan. In addition to it being consistent with the Future Land Use Map, we've identified multiple policies that align.

Future Land Use Map

The map shows the “Employment” shading for our site which is consistent with its current and proposed use as a data center. The expansion that we are proposing is expected to generate approximately 40-50 new jobs.



Below are policies within the General Plan 2016 that are relevant to our site:

1.1 Community Placemaking Policies

d. Protect employment land use areas to support economic development goals.

e. Support land uses and intensities with assured accessibility, infrastructure, and water resources.

g. Encourage building heights greater than 45 feet at select locations in accordance with the Mid-Rise Development Policy.

Currently, the subject parking lot is generating zero employment uses. And without this type of expansion, it is unlikely the parking lot would be used for any other use. The proposed expansion will add an estimated additional 40-50 employees, making this proposal a net gain for employment.

The height of the proposed expansion is within the proper location for a Mid-Rise Overlay and will be in harmony with heights in excess of 45' along Frye Road.

1.1.3 Design and Aesthetics

- a. Strengthen “sense of place” through public art, gateway development, and streetscape/aesthetic treatments.*
- b. Consider a more diverse building façade and color palette for the built environment.*

Careful attention has been placed on the design of the building to create a sense of place. The façade will feature artistic elements that tell a story. Networks connect Chandler’s past with Chandler’s future. Chandler’s founder, Dr. Alexander John Chandler, brought the critical infrastructure of his time, canal systems. In like manner, the CBREIM data center will bring today’s critical infrastructure, data systems, to Chandler businesses and residents. Inspired by the overlapping networks of Arizona canals, digital networks, and the networks of branches of our desert vegetation the new CBREIM façade will reflect these patterns and textures. Patterns will be cast into the precast concrete walls and imprinted on perforated steel and metal panel systems. Perforated metal screens with digital imagery will shield outdoor equipment while lending a dynamic quality to the building’s undulating exterior form. Dynamic angles in the façade will further reference our distant desert mountains while expanding the architecture beyond the typical boxy form found in data center construction. The facility has been artistically designed to reflect Chandler’s history while looking forward to the future.

1.5 Building a World-Class Economy Policies

- a. Continue to target and attract high-wage businesses to Chandler’s strategic Growth Areas.*
- b. Continue to optimally use remaining vacant land to ensure the highest and best use for economic opportunities.*
- c. Implement business retention and expansion strategies as part of the city’s economic development program.*
- d. Protect resources (e.g., land, water) to support changing industry trends.*
- i. Ensure adequate infrastructure (e.g., telecommunications, high speed fiber network, power, water, and multimodal transportation) is available to support business expansion.*

This proposal meets each of these General Plan provisions.

High-wage business

The data center industry attracts high-wage earners. In the Phoenix Metro Market:

- Entry Level Technician - Average of \$55,000 dollars annually
- Facilities Manager- Average \$108,000 dollars annually
- Program Managers- Average \$115,000 dollars annually
- Data Center Engineer: Average \$151,000 dollars annually
- General Manager/VP: Average \$310,000 dollars annually

Use of vacant land

As stated previously, the site for the proposed expansion would likely remain an underutilized parking lot. But by allowing the expansion, and allowing the proposed height, the City would be maximizing the land's value. Additionally, with the data center running 24/7, employees are needed at all times which increases the amount of jobs required compared to a standard office with employees working 9-5 shifts.

Business retention and expansion strategies

The current proposal is to retain the existing business on site and expand into an area that would be ill-suited for other uses. Allowing the expansion helps to support the existing use and make use of an area of land not being well used today.

Protect resources

Currently, the existing data center is a Tier III MLM user. However, as part of this proposal, the owners are willing to convert the cooling units from water to electric once the units reach the end of their useful life, which the site engineers estimate will be within 1-3 years. The water-cooling units will be replaced by electric cooling solutions that not only are more efficient to create a stable and controlled environment, but do not rely on water to run. In addition to the existing data center converting to electric cooling, 100% of the expansion will have electric cooling.

Ensure adequate infrastructure for business expansion

Data centers by their definition, provide infrastructure to support local, regional, and national businesses with the ability to expand and be successful.

2.1 Conservation and Environmental Planning Policies

e. Encourage adequate buffering, shielding, or proper site planning to help mitigate noise and lighting disturbance to land uses.

Mature landscaping is present on the site already and offers a fantastic buffer. The expanded data center will have numerous noise mitigation methods in place to mitigate sound.

2.3 Ensuring Future Water Policies

l. Continue to monitor water demand and wastewater flow projections to assess existing infrastructure and planning for future expansions and improvements.

n. Continue progressive water conservation efforts.

As referenced above, because of the proposed change from water-chilled units to air-cooled, this center will ultimately use less water than it does today.

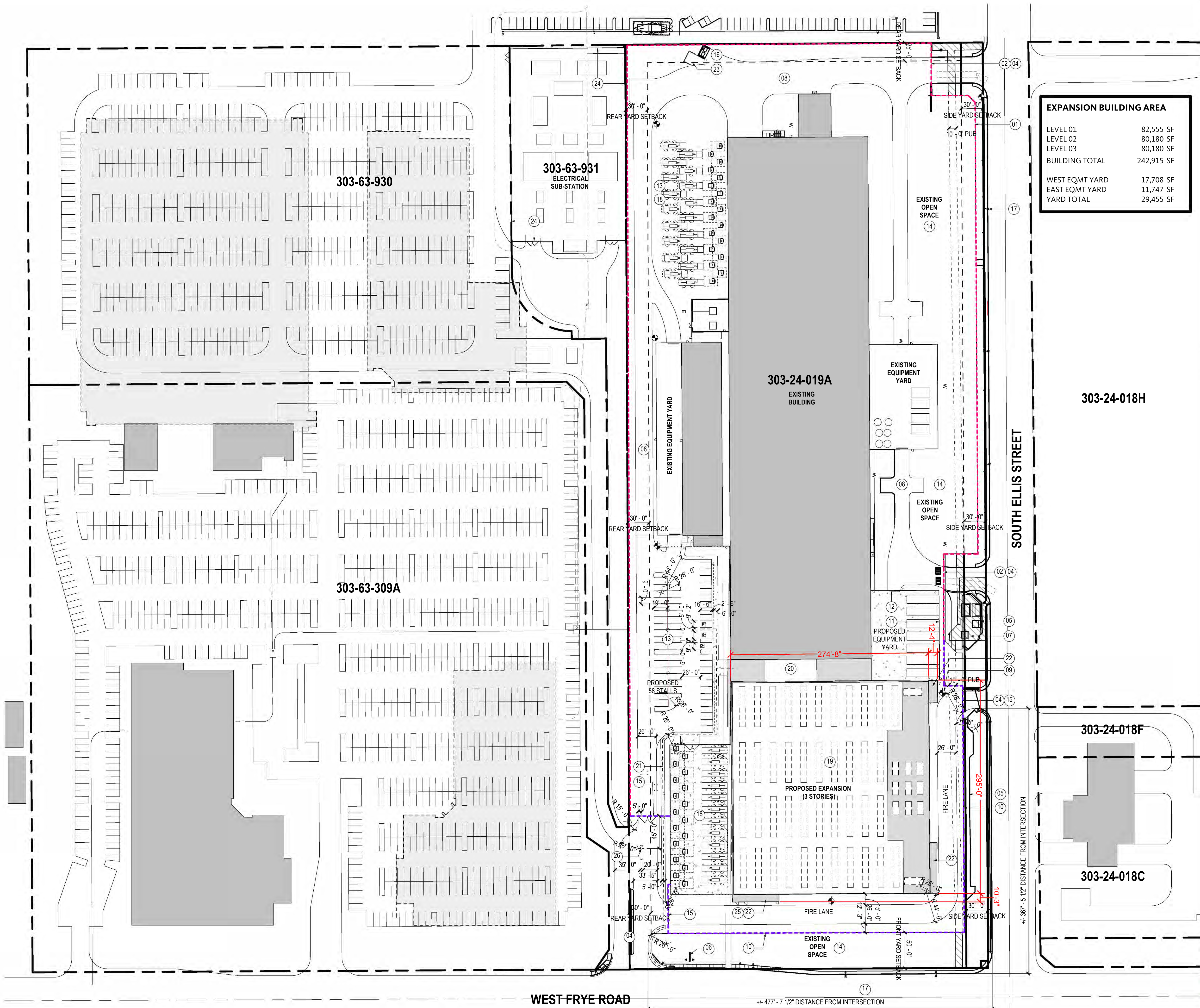
Conclusion

As we do with any case we are asked to represent, our firm has considered the planning justifications behind this request carefully. We firmly believe this is the right use at the right location and that the design expense the owner is willing to undertake on this building will make this an attractive complement to the Price Road Corridor and this portion of Frye Road.

This proposal meets the City's policy of taking advantage of underutilized land and using verticality to take advantage of such land when appropriate. The City has pent up demand for data centers. We recognize the City is careful about where data centers will be located. However, here, where the land is ill suited for other uses, it makes sense to allow the use to proceed and to build appropriate height while doing so.

Vicinity Map





EXPANSION BUILDING AREA	
LEVEL 01	82,555 SF
LEVEL 02	80,180 SF
LEVEL 03	80,180 SF
BUILDING TOTAL	242,915 SF
WEST EQMT YARD	17,708 SF
EAST EQMT YARD	11,747 SF
YARD TOTAL	29,455 SF

SHEET NOTES

- EXISTING SITE FENCE
- EXISTING SITE ACCESS GATE
- EXISTING DRIVEWAY
- EXISTING SITE WALL
- EXISTING BUILDING SIGNAGE
- EXISTING SITE UTILITIES
- EXISTING FIRE LANE
- PROPOSED FIRE HYDRANTS
- PROPOSED FENCE RE-ROUTE
- PROPOSED FULL HEIGHT SCREENING WALL, SOLID WALL
- PROPOSED OVERHEAD DOOR ACCESS
- PROPOSED UNDERGROUND RETENTION
- EXISTING RETENTION BASIN, EXISTING MATURE LANDSCAPE WILL REMAIN PLACE OR WILL BE SALVAGED FOR REUSE
- REVISED SITE ACCESS GATE WITH MEANS OF EMERGENCY OPERATION. DESIGN TO MATCH EXISTING
- EXISTING TRASH ENCLOSURE
- EXISTING STREETLIGHTS
- PROPOSED GENERATOR EQUIPMENT WITH BUILT-IN ACOUSTIC ENCLOSURES & ADJACENT ELECTRICAL TRANSFORMERS
- MECHANICAL UNITS ON ROOFTOP
- COURTYARD SPACE WITH OUTDOOR SEATING
- ACCESSIBLE ROUTE FROM RIGHT-OF-WAY
- EXTERIOR STAIR ENCLOSURE
- FUTURE EXPANSION FOR TRASH ENCLOSURE
- EXPANDED SUB-STATION EQUIPMENT AND WALL ENCLOSURE. WALLS TO MATCH EXISTING DESIGN AND APPEARANCE. WALL HEIGHT APPROX. 10 FT.
- PROPOSED FDC AT FIRE RISER ROOM
- GATE CONTROL MECHANISM

GENERAL NOTES

APN: 303-24-019A
LOT SIZE: 631,446 SF / 14.49 AC
CURRENT ZONING: I-1
PROPOSED ZONING: PAD

APN: 303-63-931
LOT SIZE: 83,032 SF / 1.86 AC
CURRENT ZONING: PAD

PARKING:

EXISTING ADMIN - 8,238 SF
REQUIRED PARKING:
8,238 SF / 250 SF (1 SPACE) = **33 SPACES**

PROPOSED ADMIN - 4,320 SF
REQUIRED PARKING:
4,320 SF / 250 SF (1 SPACE) = **18 SPACES**

TOTAL REQUIRED: **51 SPACES**
3 ADA PARKING STALLS (1 VAN)

PROVIDED PARKING: **58 SPACES**
3 ADA PARKING STALLS (1 VAN)

SITE PLAN NOTES

- ALL SITE IMPROVEMENTS, INCLUDING LANDSCAPE AND SITE CLEANUP, MUST BE COMPLETED PRIOR TO CERTIFICATE OF OCCUPANCY FOR ANY BUILDING WITHIN A PHASE.
- ALL ROOF MOUNTED MECHANICAL EQUIPMENT SHALL BE FULLY SCREENED BY PARAPET WALLS EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT.
- SOLID MASONRY WALLS AND GATES EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT SHALL SCREEN ALL GROUND MOUNTED MECHANICAL EQUIPMENT.
- ALL EXTERNAL LIGHTING SHALL BE LOCATED AND DESIGNED TO PREVENT RAYS FROM BEING DIRECTED OFF OF THE PROPERTY UPON WHICH THE LIGHTING IS LOCATED.
- THE FIRE DEPARTMENT DOUBLE CHECK ASSEMBLY SHALL BE PAINTED TO MATCH THE ADJACENT WALL COLOR.
- SIGNS REQUIRE SEPARATE PERMIT.
- THERE SHALL BE NO OBSTRUCTION OF SITE SIGNAGE BY LANDSCAPE PLANT MATERIAL, AND THAT SUCH MUST BE RELOCATED/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 TO BE 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.

LEGEND

- PROPERTY LINE
- EASEMENT LINE
- STREET CENTERLINE
- EXISTING FENCE LINE
- REVISED FENCE LINE
- PROPOSED FIRE HYDRANT
- EXISTING BUILDING
- PROPOSED BUILDING (NOT IN SCOPE)

CBRE | CAPITAL MARKETS

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Fax 602.523.4949

Date	Description
11/02/23	R-PDP SUBMITTAL
12/21/23	R-PDP-2ND SUBMITTAL WITH DIMS

Seal / Signature

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Project Name

CBREIM Chandler Frye Road
DC Reposition

Project Number

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Description

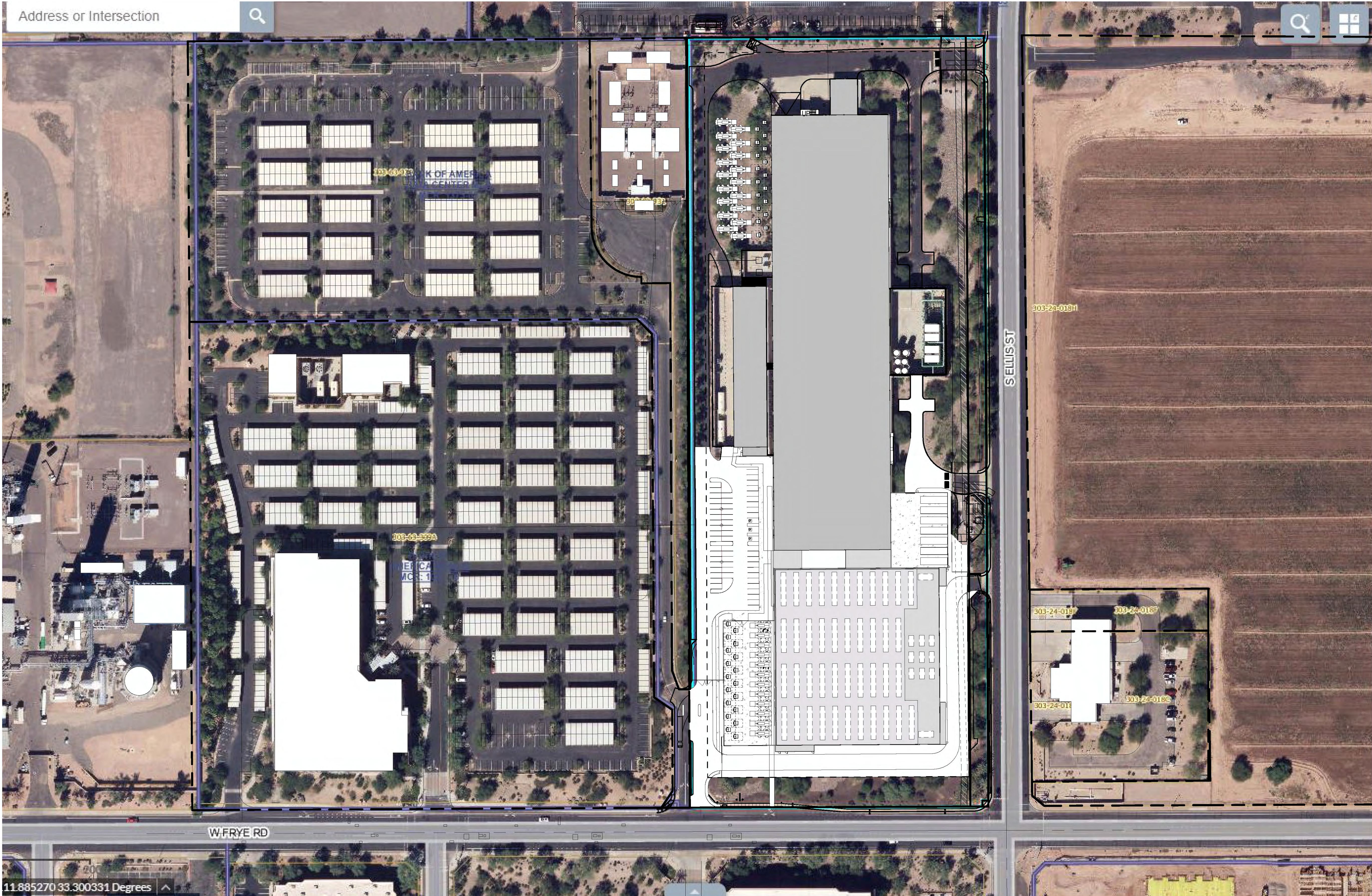
SITE PLAN - LEVEL 01

Scale

As indicated

RZ0.0L1

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SHEET NOTES

GENERAL NOTES

KEY PLAN

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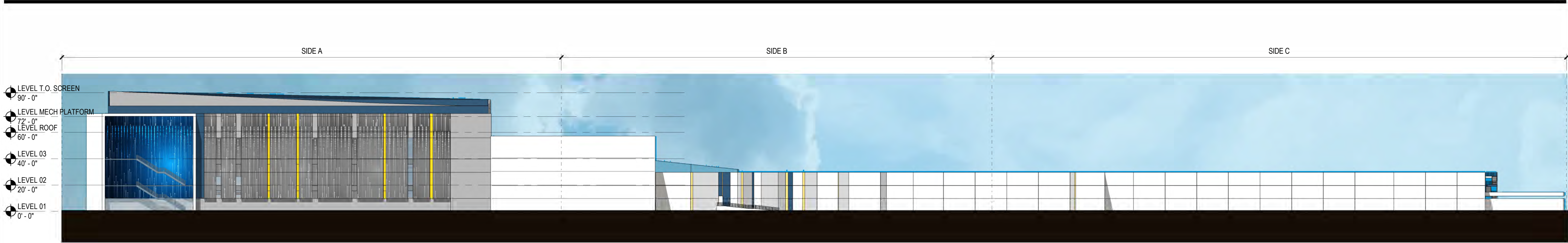
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Project Name
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Description
SITE PLAN - LEVEL 01 AERIAL

Scale
1" = 80'-0"

RZ0.0L2



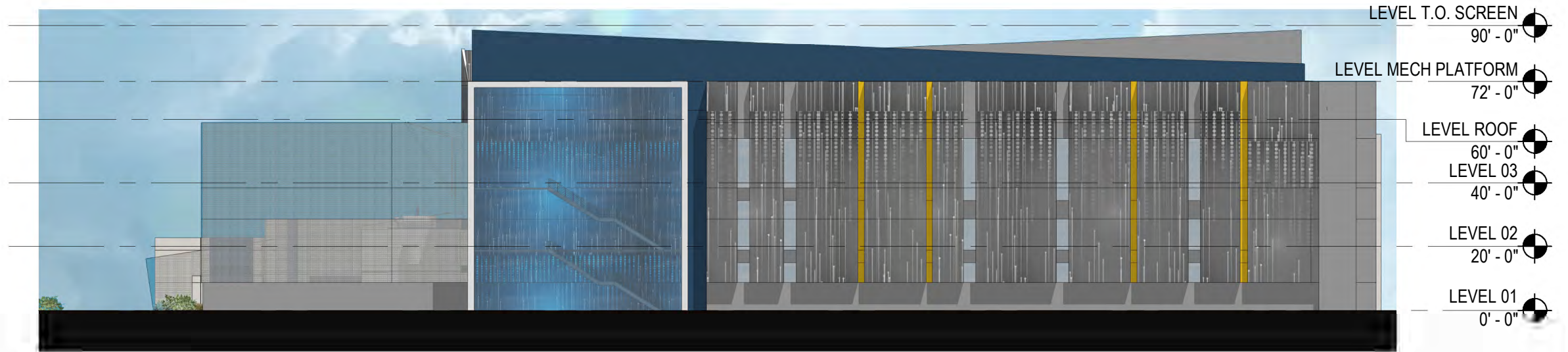
01 BUILDING ELEVATION - EAST - COLOR DR OVERALL

SCALE: 1" = 40'-0"



02 BUILDING ELEVATION - NORTH - COLOR DR OVERALL

SCALE: 1" = 40'-0"



03 BUILDING ELEVATION - SOUTH - COLOR DR OVERALL

SCALE: 1" = 40'-0"



04 BUILDING ELEVATION - WEST - COLOR DR OVERALL

SCALE: 1" = 40'-0"

GENERAL NOTES

- ALL ROOF MOUNTED MECHANICAL EQUIPMENT SHALL BE FULLY SCREENED BY PARAPET WALLS EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT.
- SOLID MASONRY WALLS AND GATES EQUAL TO, OR GREATER THAN, THE HIGHEST POINT ON THE MECHANICAL EQUIPMENT SHALL SCREEN ALL GROUND MOUNTED MECHANICAL EQUIPMENT.
- ANY ROOF ACCESS LADDERS SHALL BE LOCATED INSIDE THE BUILDING.
- ROOF DRAINAGE SHALL UTILIZE INTERIOR ROOF DRAINS OR BE ARCHITECTURALLY INTEGRATED INTO THE BUILDING DESIGN. ARCHITECTURALLY INTEGRATED ROOF DRAINS SHALL REQUIRE ADDITIONAL ARTICULATION BEYOND PAINT ACCENTS. SECTION 35-1902 (8)(E)(15), ZONING CODE.
- SCREENING SHALL BE ARCHITECTURALLY INTEGRATED FOR THE SERVICE ENTRANCE SECTION (SES) AND ALL UTILITIES. ALL GROUND MOUNTED EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW BY A CONCRETE OR MASONRY WALL WITH SOLID GATES, EQUAL TO OR GREATER IN HEIGHT THAN THE MECHANICAL EQUIPMENT. SECTION 35-1902 (8)(E)13, ZONING CODE. SIGNS REQUIRE A SEPARATE SUBMITTAL AND PERMIT.

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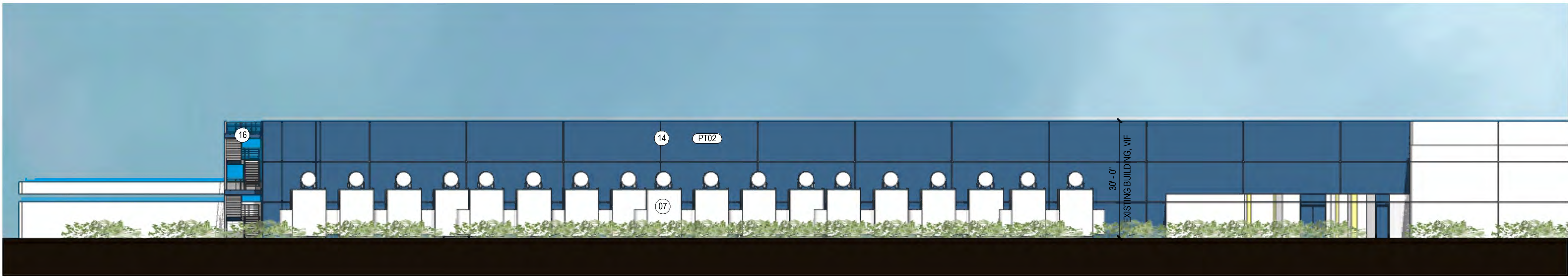
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Project Number	057.8377.000
Description	BUILDING ELEVATIONS COLOR OVERALL

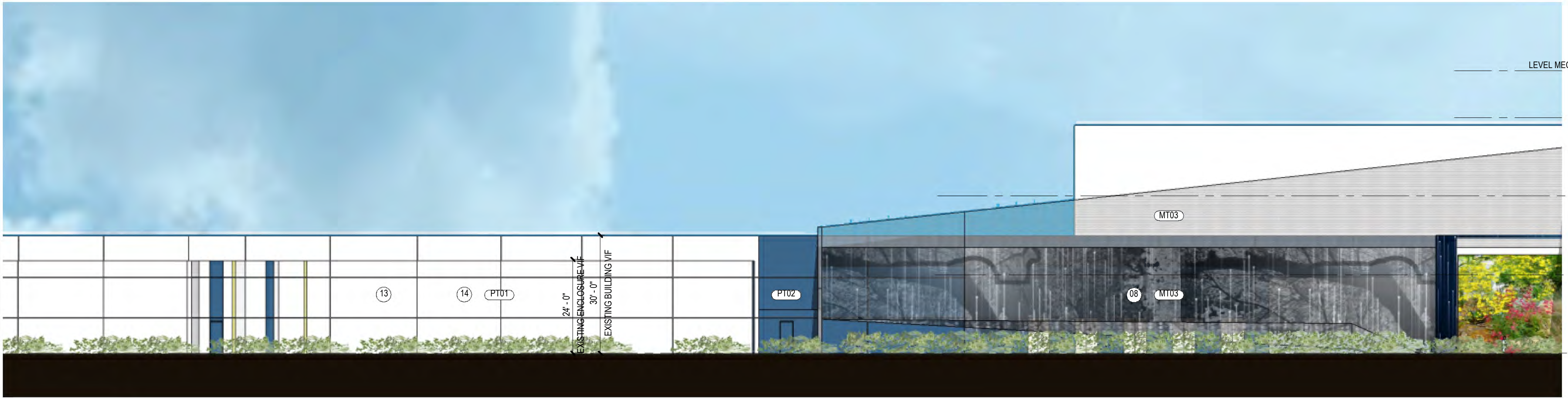
Scale
1" = 40'-0"

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01 BUILDING ELEVATION - WEST - COLOR DR - SIDE A
SCALE: 1/16" = 1'-0"



02 BUILDING ELEVATION - WEST - COLOR DR - SIDE B
SCALE: 1/16" = 1'-0"



03 BUILDING ELEVATION - WEST - COLOR DR - SIDE C
SCALE: 1/16" = 1'-0"

SHEET NOTES

- 01 SOLID MECHANICAL SCREEN AT ROOFTOP WITH INTEGRAL ACOUSTIC TREATMENTS. MECHANICAL EQUIPMENT TO BE FULLY SCREENED.
- 02 EQUIPMENT YARD SCREENING WITH ACOUSTICAL TREATMENT
- 05 DECORATIVE CONCRETE TREATMENT ON EXPOSED CONCRETE SURFACE
- 07 GENERATOR EQUIPMENT WITH BUILT-IN ACOUSTIC ENCLOSURE
- 08 DECORATIVE METAL SCREEN
- 09 NEW BUILDING ENTRY WITH SHADE CANOPY ABOVE
- 10 COURTYARD GARDEN BETWEEN EXISTING AND NEW EXPANSION
- 12 EXISTING BUILDING ENTRY
- 13 EXISTING GENERATOR ENCLOSURE
- 14 EXISTING BUILDING WITH NEW PAINTING SCHEME
- 16 EXISTING STAIR TOWER
- 19 PROPOSED BUILDING SIGNAGE, PROVIDED UNDER SEPARATE PERMIT
- 20 VERTICAL LOUVER SECTION FOR MECHANICAL EQUIPMENT

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Date	Description
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12/21/23	R-PDP-2ND SUBMITTAL

LEGEND

CC-01 DESCR: PRE-CAST CONCRETE

COLOR: -
FINISH: SAND BLASTED

CC-02 DESCR: PRE-CAST CONCRETE

COLOR: -
FINISH: SMOOTH

DP-01 DESCR: STUCCO

COLOR: MATCH PT02
FINISH: SAND SMOOTH

GL-01 DESCR: TEMPERED GLAZING

COLOR: CLEAR LOW IRON
FINISH: -

MT-01 DESCR: METAL MESH

COLOR: VARIED
FINISH: PAINTED, GRAPHIC

MT-02 DESCR: METAL MESH

COLOR: VARIED
FINISH: PAINTED, GRAPHIC

MT-03 DESCR: PERFORATED METAL

COLOR: VARIED
FINISH: PAINTED

MT-04 DESCR: METAL PANEL

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FINISH: BRUSHED

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COLOR: GAUNTLET GRAY
FINISH: FLAT

PT-02 DESCR: EXTERIOR PAINT

COLOR: BLUE EARTH
FINISH: FLAT

PT-03 DESCR: EXTERIOR PAINT

COLOR: YUMA GOLD
FINISH: FLAT

PT-04 DESCR: EXTERIOR PAINT

COLOR: FOSSIL
FINISH: FLAT

Seal / Signature

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CONSTRUCTION

Project Name

CBREIM Chandler Frye Road
DC Reposition

Project Number

057.8377.000

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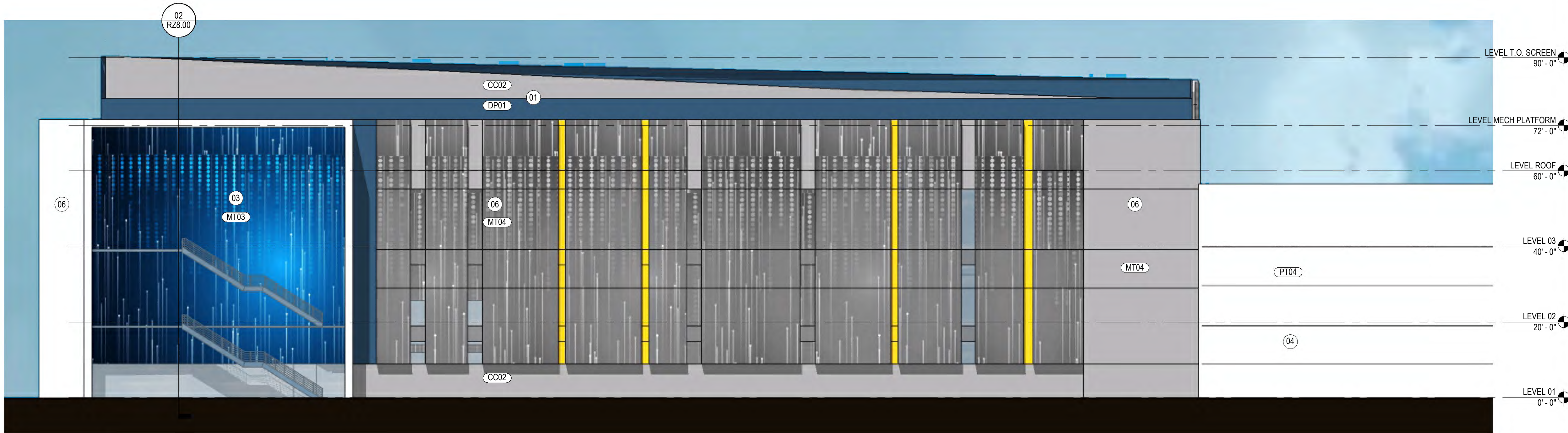
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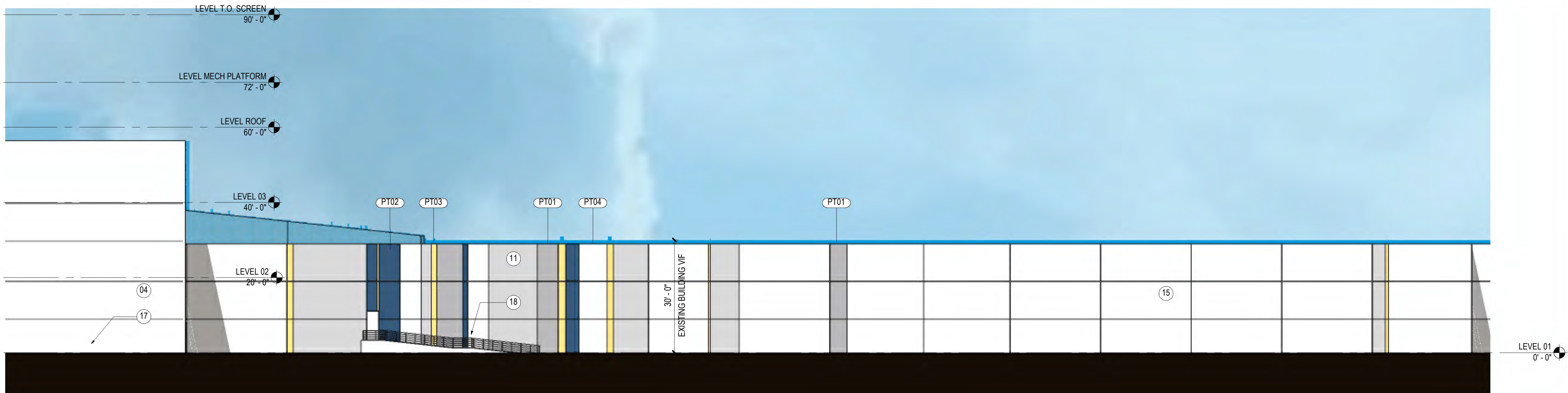
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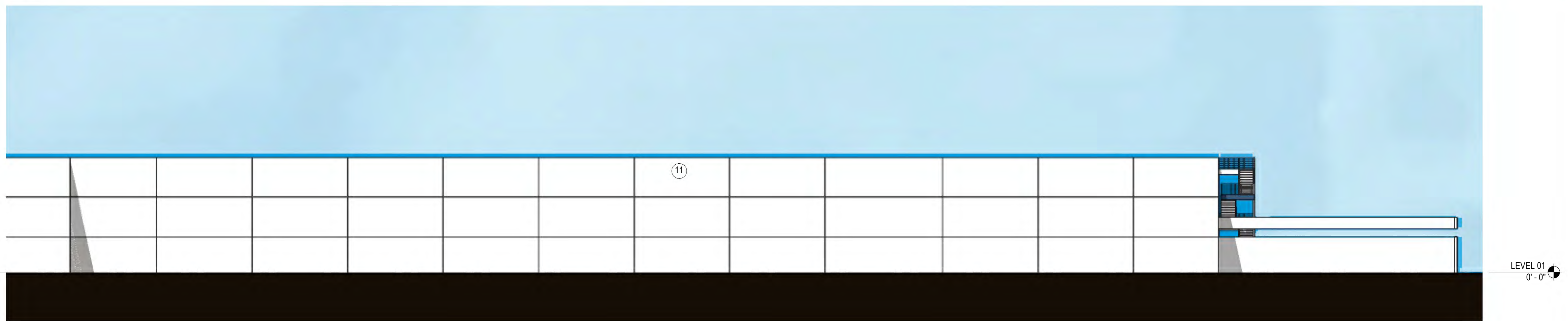
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01 BUILDING ELEVATION - EAST - COLOR DR - SIDE A
SCALE: 1/16" = 1'-0"



02 BUILDING ELEVATION - EAST - COLOR DR - SIDE B
SCALE: 1/16" = 1'-0"



03 BUILDING ELEVATION - EAST - COLOR DR - SIDE C
SCALE: 1/16" = 1'-0"

SHEET NOTES

- 01 SOLID MECHANICAL SCREEN AT ROOFTOP WITH INTEGRAL ACOUSTIC TREATMENTS. MECHANICAL EQUIPMENT TO BE FULLY SCREENED.
- 03 EXTERIOR METAL STAIR WITH DECORATIVE METAL SCREEN WITH METAL PANEL SURROUND
- 04 EXTERIOR SERVICE YARD WITH LOADING DOCK. SOLID SCREENING MATERIAL
- 06 METAL PANEL CLADDING WITH DECORATIVE PATTERNS
- 11 EXISTING BUILDING
- 15 EXISTING EQUIPMENT YARD ENCLOSURE
- 17 EXISTING SECURITY FENCE
- 18 EXISTING ACCESS RAMP WITH GUARDRAIL

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12/21/23	R-PDP-2ND SUBMITTAL

LEGEND

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FINISH: SAND BLASTED

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COLOR: -
FINISH: SMOOTH

DP-01 DESCR: STUCCO
COLOR: MATCH PT02
FINISH: SAND SMOOTH

GL-01 DESCR: TEMPERED GLAZING
COLOR: CLEAR LOW IRON
FINISH: -

MT-01 DESCR: METAL MESH
COLOR: VARIED
FINISH: PAINTED, GRAPHIC

MT-02 DESCR: METAL MESH
COLOR: VARIED
FINISH: PAINTED, GRAPHIC

MT-03 DESCR: PERFORATED METAL
COLOR: VARIED
FINISH: PAINTED

MT-04 DESCR: METAL PANEL
COLOR: GRAY
FINISH: BRUSHED

PT-01 DESCR: EXTERIOR PAINT
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FINISH: FLAT

PT-02 DESCR: EXTERIOR PAINT
COLOR: BLUE EARTH
FINISH: FLAT

PT-03 DESCR: EXTERIOR PAINT
COLOR: YUMA GOLD
FINISH: FLAT

PT-04 DESCR: EXTERIOR PAINT
COLOR: FOSSIL
FINISH: FLAT

Seal / Signature

NOT FOR CONSTRUCTION

Project Name

CBREIM Chandler Frye Road
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Project Number

057.8377.000

Description

BUILDING ELEVATIONS COLOR

Scale

As indicated

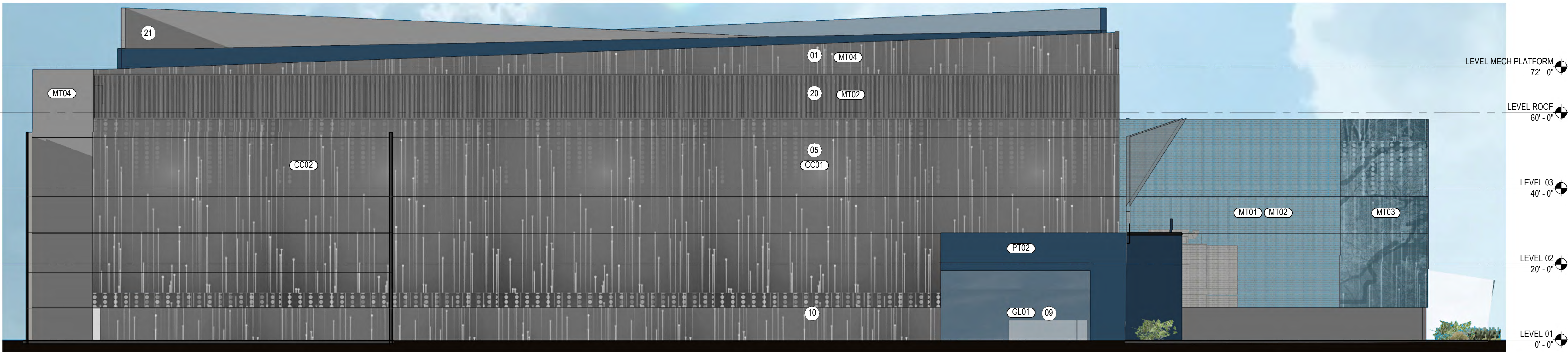
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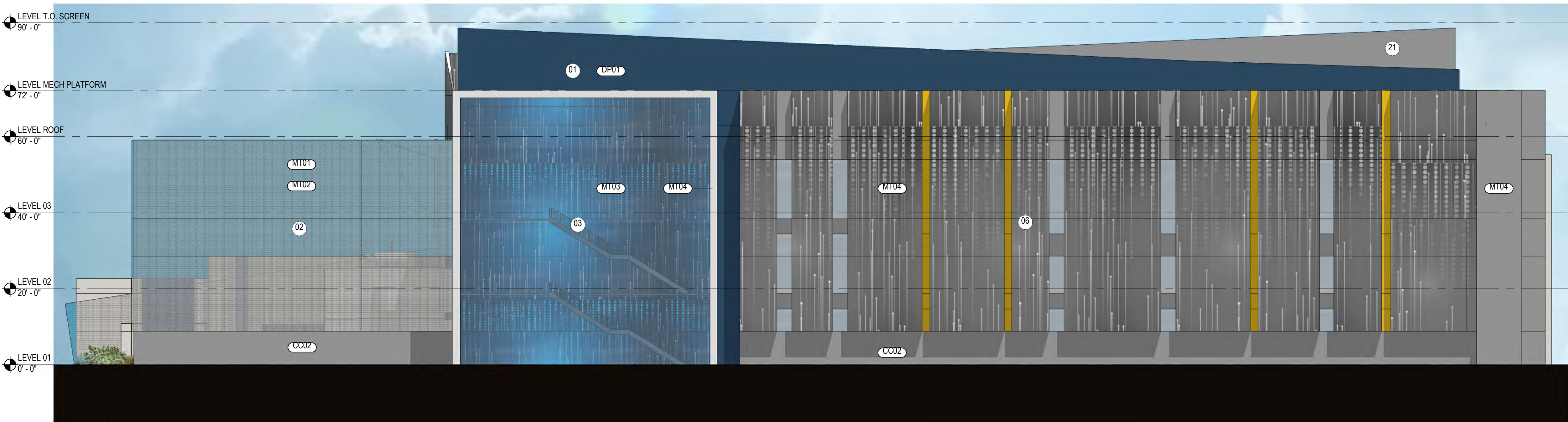
01 BUILDING ELEVATION - NORTH - COLOR DR 1

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



02 BUILDING ELEVATION - NORTH NEW EXPANSION - COLOR DR

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



03 BUILDING ELEVATION - SOUTH - COLOR DR

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

SHEET NOTES

- 01 SOLID MECHANICAL SCREEN AT ROOFTOP WITH INTEGRAL ACOUSTIC TREATMENTS. MECHANICAL EQUIPMENT TO BE FULLY SCREENED.
- 02 EQUIPMENT YARD SCREENING WITH ACOUSTICAL TREATMENT
- 03 EXTERIOR METAL STAIR WITH DECORATIVE METAL SCREEN WITH METAL PANEL SURROUND
- 05 DECORATIVE CONCRETE TREATMENT ON EXPOSED CONCRETE SURFACE
- 06 METAL PANEL CLADDING WITH DECORATIVE PATTERNS
- 07 GENERATOR EQUIPMENT WITH BUILT-IN ACOUSTIC ENCLOSURE
- 09 NEW BUILDING ENTRY WITH SHADE CANOPY ABOVE
- 10 COURTYARD GARDEN BETWEEN EXISTING AND NEW EXPANSION
- 14 EXISTING BUILDING WITH NEW PAINTING SCHEME
- 15 EXISTING EQUIPMENT YARD ENCLOSURE
- 16 EXISTING STAIR TOWER
- 20 VERTICAL LOUVER SECTION FOR MECHANICAL EQUIPMENT
- 21 WALL SURFACE BEYOND

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LEGEND

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FINISH: SAND BLASTED

CC-02 DESCR: PRE-CAST CONCRETE
COLOR: -
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DP-01 DESCR: STUCCO
COLOR: MATCH PT02
FINISH: SAND SMOOTH

GL-01 DESCR: TEMPERED GLAZING
COLOR: CLEAR LOW IRON
FINISH: -

MT-01 DESCR: METAL MESH
COLOR: VARIED
FINISH: PAINTED, GRAPHIC

MT-02 DESCR: METAL MESH
COLOR: VARIED
FINISH: PAINTED, GRAPHIC

MT-03 DESCR: PERFORATED METAL
COLOR: VARIED
FINISH: PAINTED

MT-04 DESCR: METAL PANEL
COLOR: GRAY
FINISH: BRUSHED

PT-01 DESCR: EXTERIOR PAINT
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FINISH: FLAT

PT-02 DESCR: EXTERIOR PAINT
COLOR: BLUE EARTH
FINISH: FLAT

PT-03 DESCR: EXTERIOR PAINT
COLOR: YUMA GOLD
FINISH: FLAT

PT-04 DESCR: EXTERIOR PAINT
COLOR: FOSSIL
FINISH: FLAT

Seal / Signature

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Description

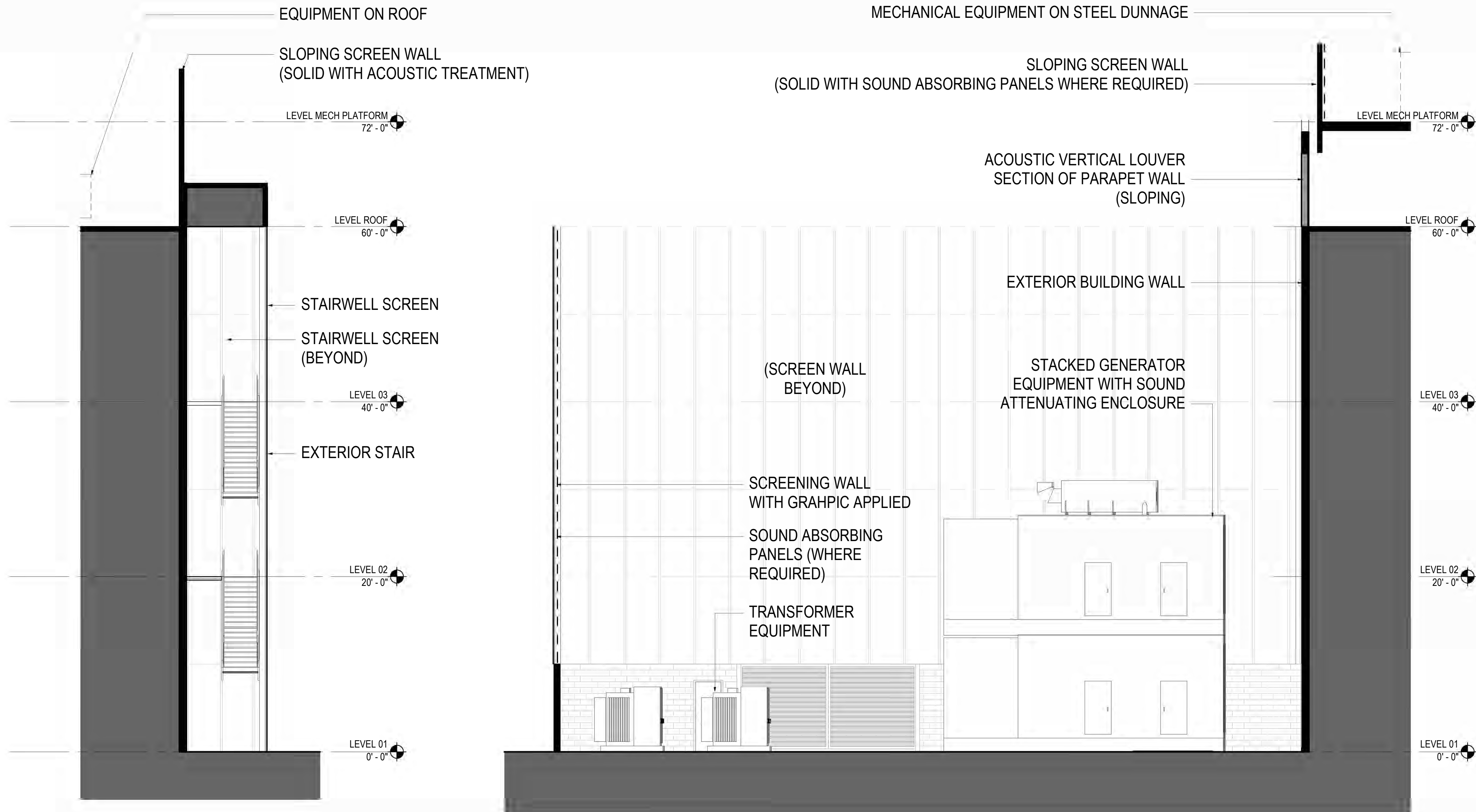
BUILDING ELEVATIONS COLOR

Scale

As indicated

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02 EXTERIOR STAIRWELL SECTION
SCALE: 1/8" = 1'-0"

01 GENERATOR YARD SECTION
SCALE: 1/8" = 1'-0"



EXISTING SITE PERIMETER FENCE



GRAPHIC COLLAGE APPLIED TO SCREENING ELEMENT



EXAMPLES OF PERFORATION OPACITY

SHEET NOTES

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GENERAL NOTES

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Project Number

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Description

BUILDING DETAILS

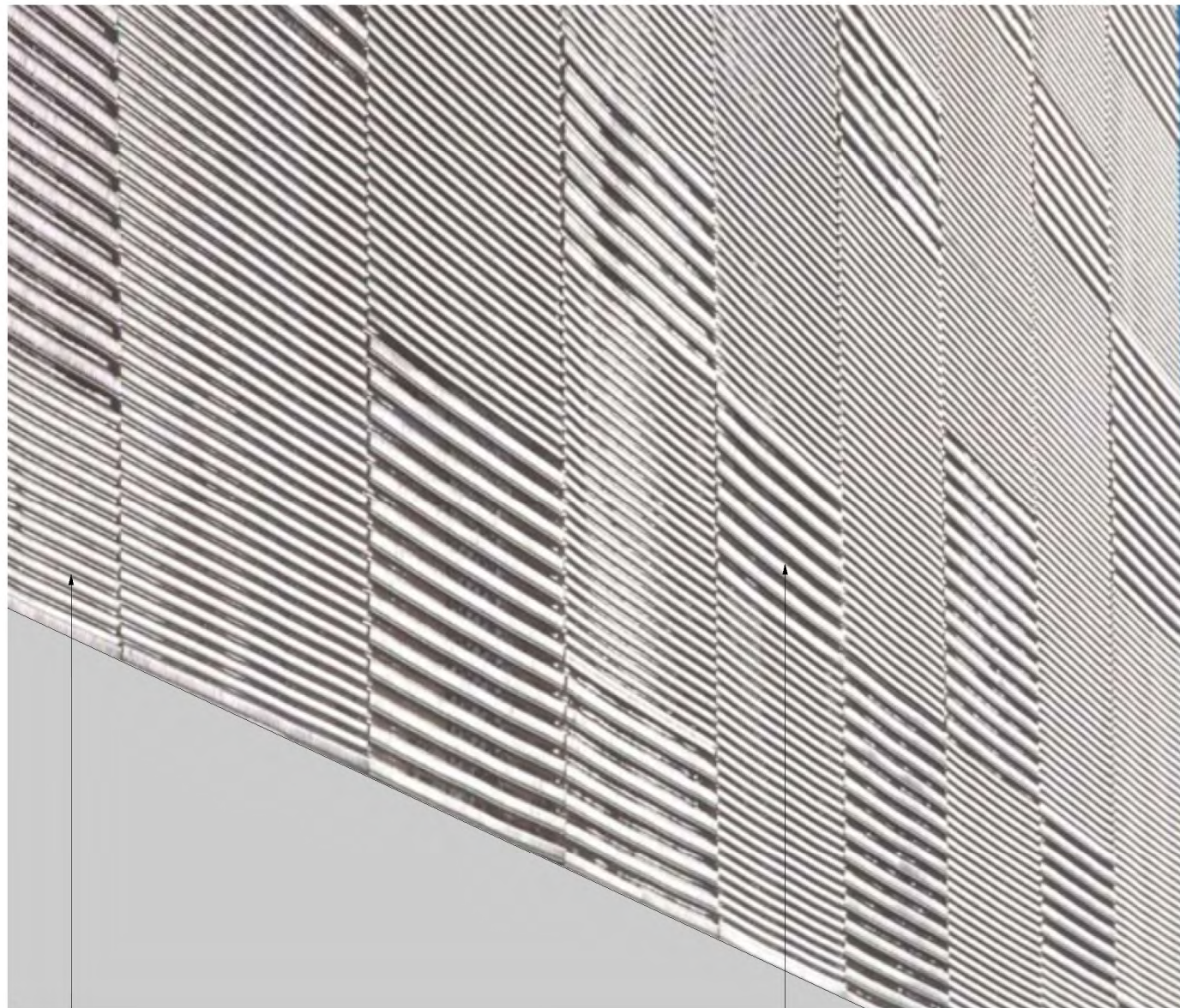
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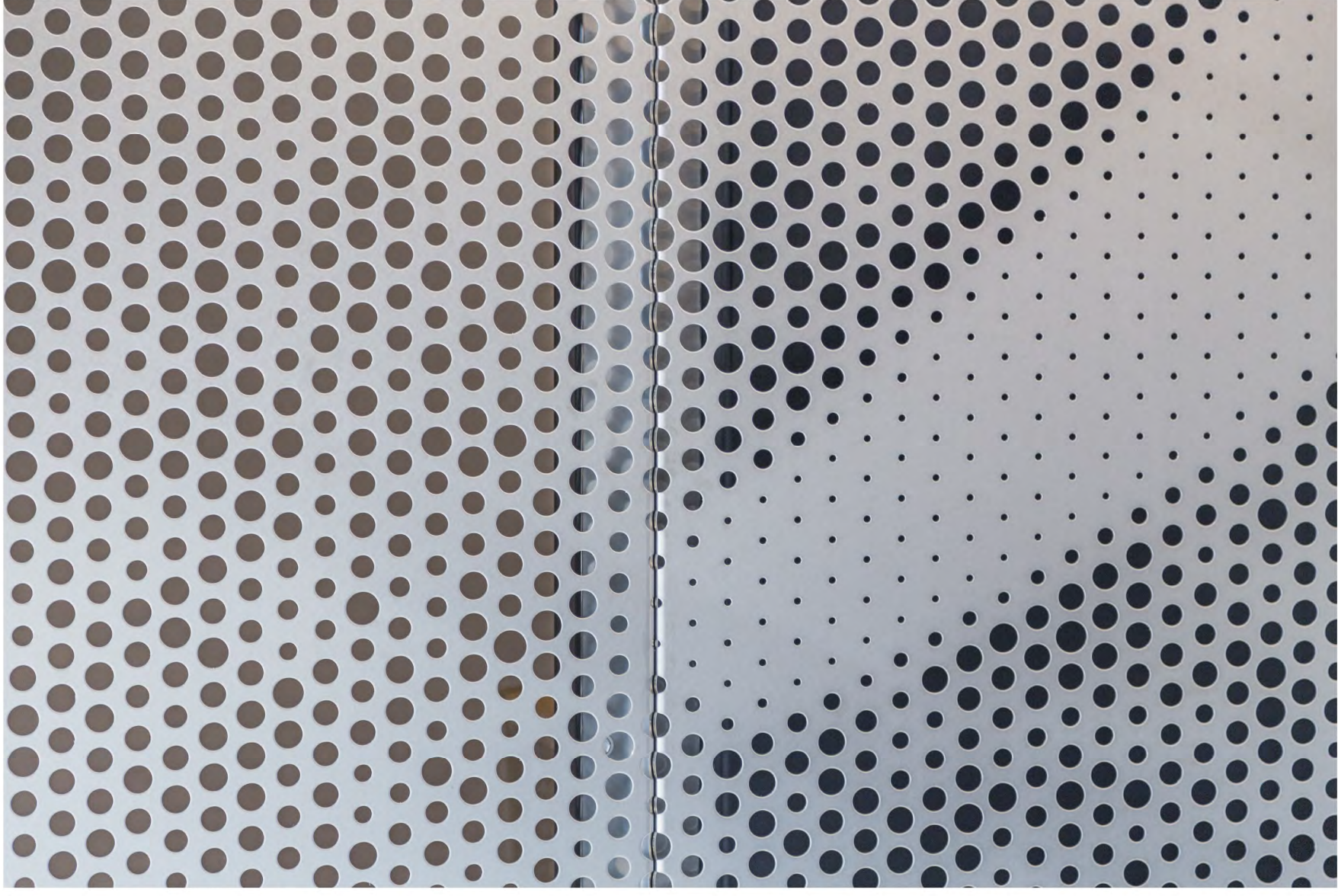
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MT-01
METAL MESH 01 PERFORATED SCREEN.
MAXIMUM OPENNESS OF 35% WITH A
MAXIMUM HOLE SIZE OF 1/2"



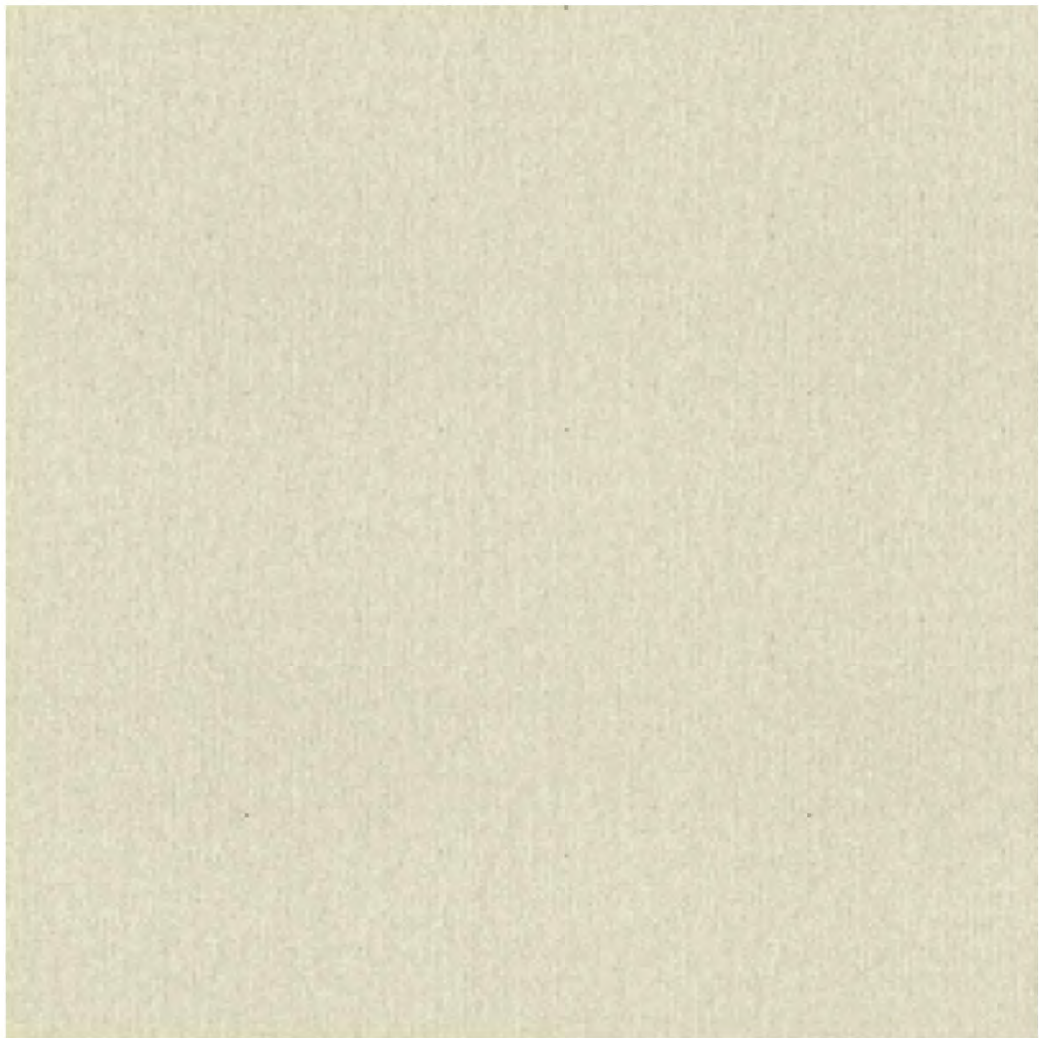
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METAL MESH 02
ACOUSTIC LOUVER



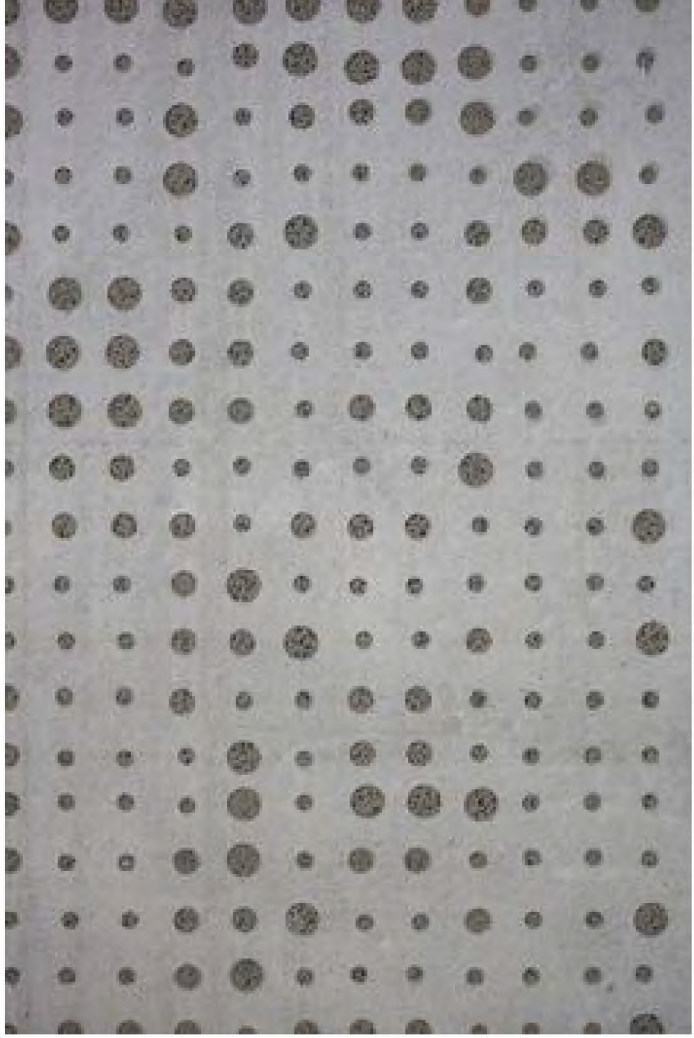
MT-03
PERFORATED METAL MESH
PERFORATED SCREEN WITH VARIABLE PERFORATION PATTERN TO CREATE
IMAGE. MAXIMUM OPENNESS OF 35%. HOLE SIZES WILL VARY TO CREATE
IMAGE WITH A MAXIMUM HOLE SIZE OF 5/8".



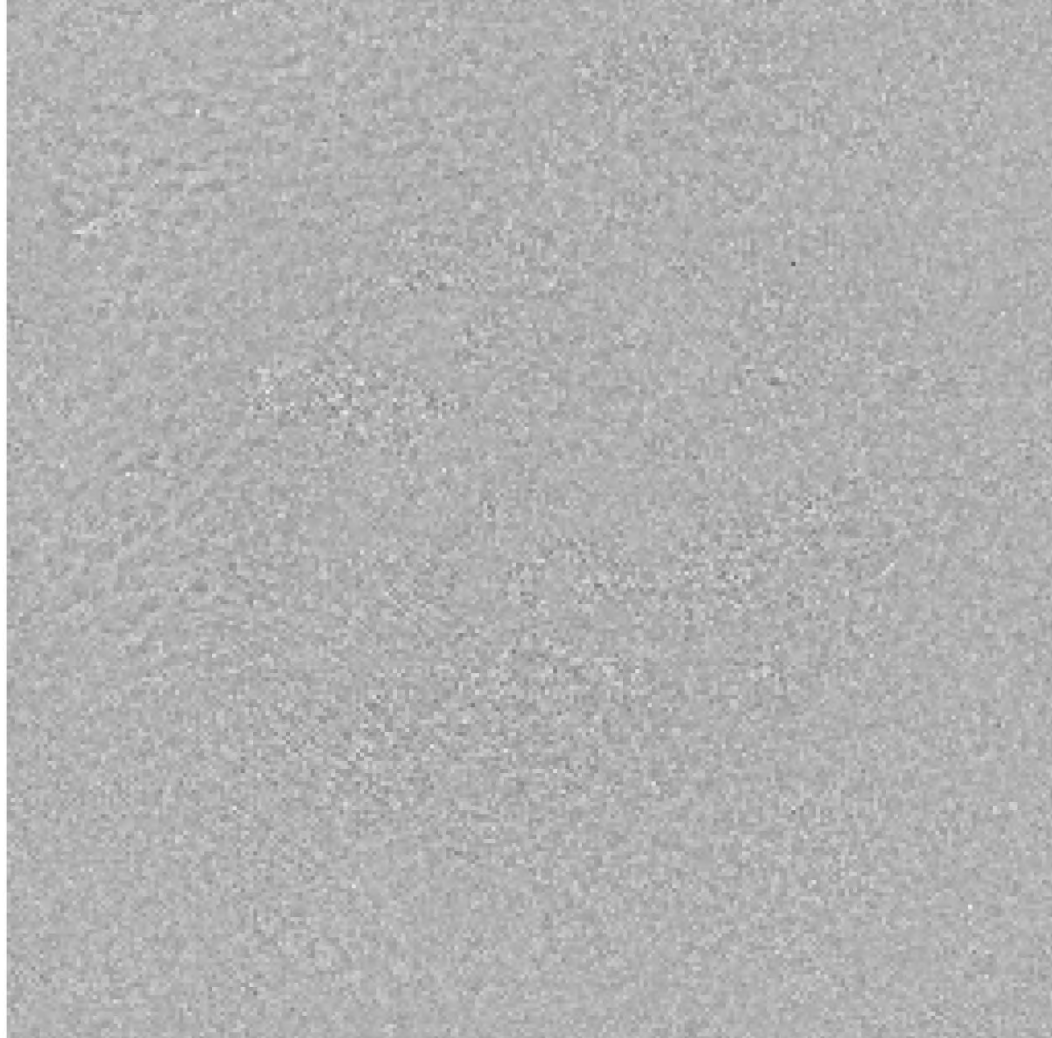
MT-04
METAL PANEL



DP-01
STUCCO FINISH (PAINTED)



CC-01
SANDBLASTED CONCRETE



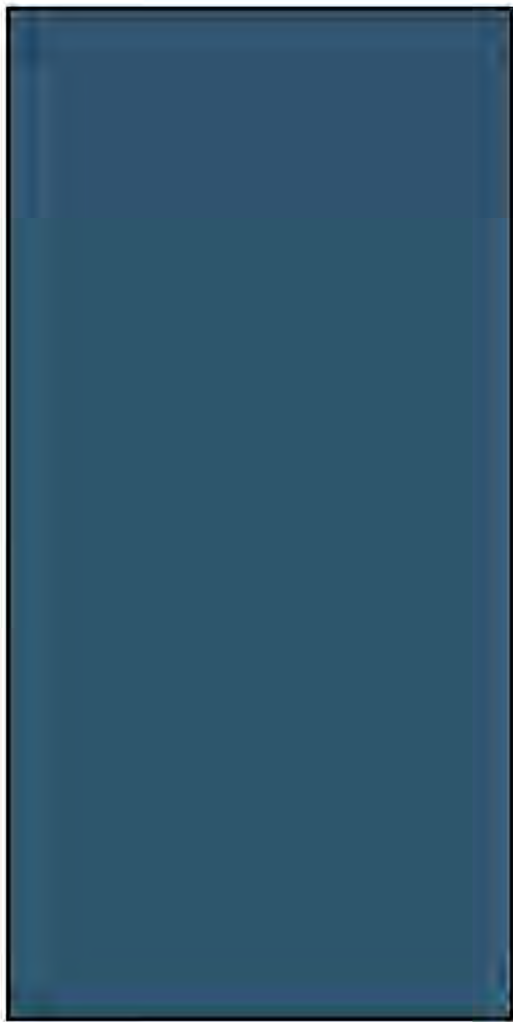
CC-02
CONCRETE



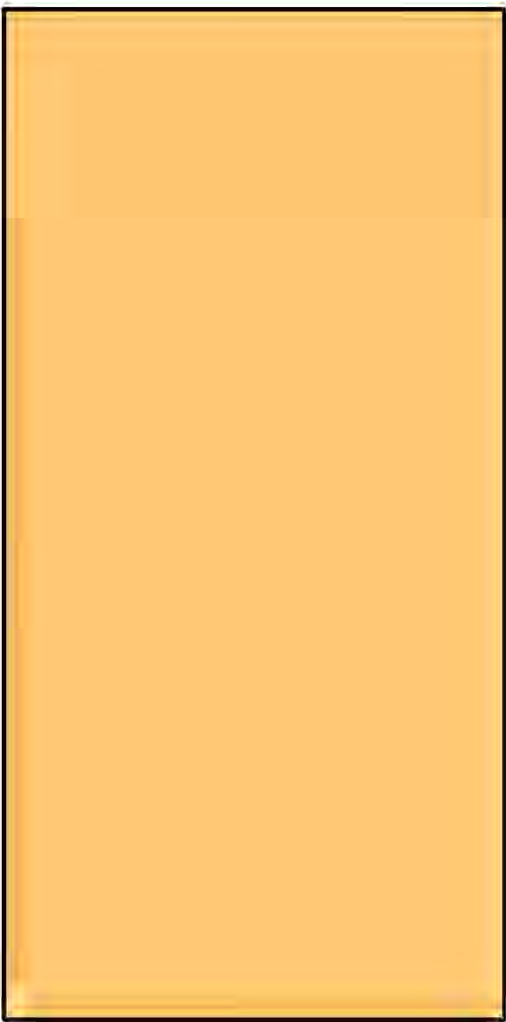
GL-01
GLAZING



PT-01
PAINT FIELD COLOR
GAUNTLET GRAY
SW7019



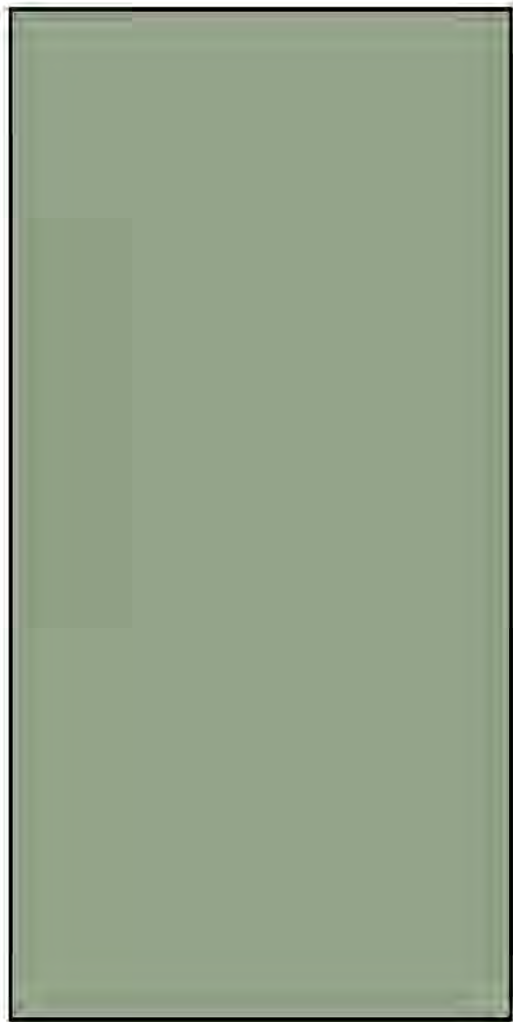
PT-02
PAINT ACCENT COLOR 01
BLUE EARTH DE5853



PT-03
PAINT ACCENT COLOR 02
YUMA GOLD DE5305



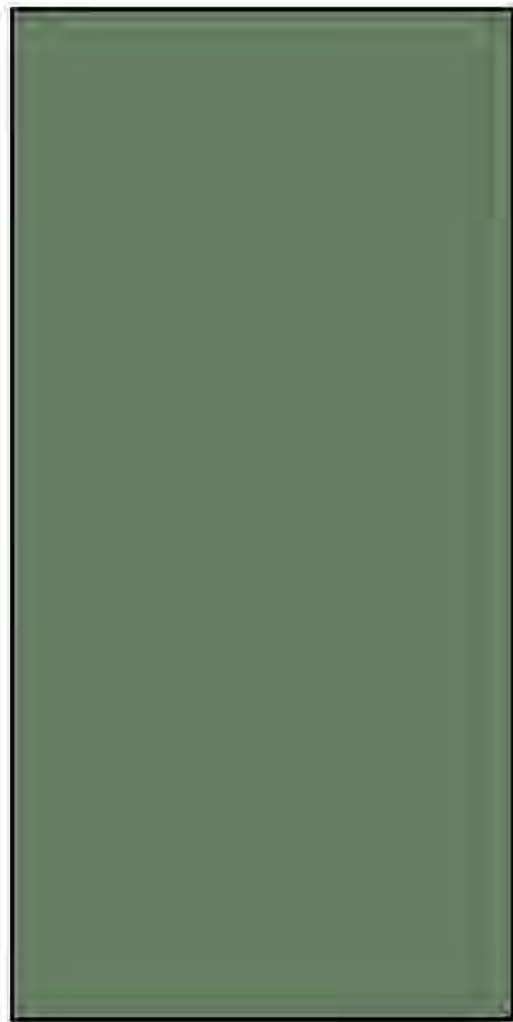
PT-04
PAINT BODY COLOR 02
FOSSIL DE6225



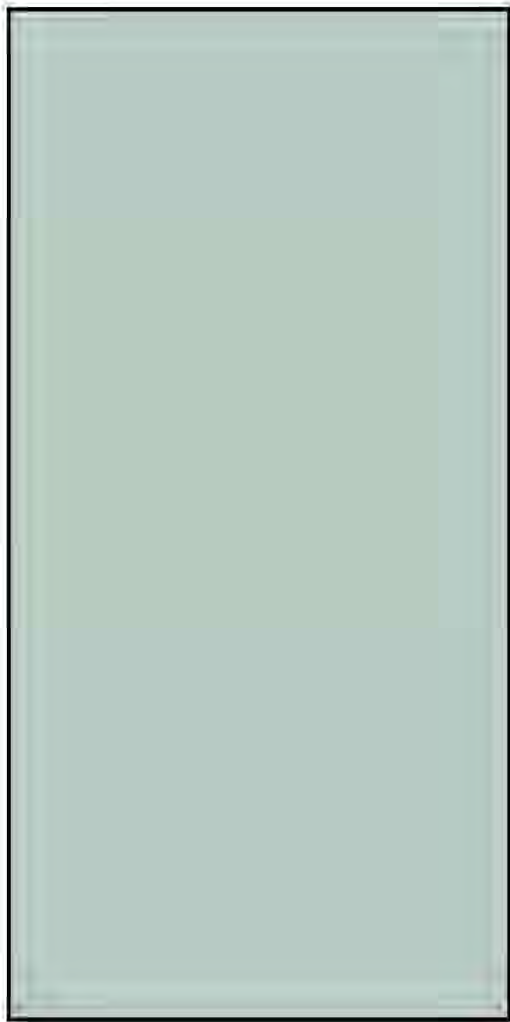
PT-05
PAINT ACCENT COLOR 03
SOMA SAGE DET522



PT-06
PAINT ACCENT COLOR 04
ENDIVE DE5618



PT-07
PAINT ACCENT COLOR 04
ENGLISH HOLLY
DE5649



PT-08
PAINT ACCENT COLOR 04
ROLLING WAVES
DE5716

(COLORS USED IN COUTYARD SPACE)

CBRE | CAPITAL MARKETS

2500 W Frye Rd Chandler, AZ 85224

Gensler

2575 E. Camelback Rd.
Suite 175
Phoenix, AZ 85016
United States

Tel 602.523.4900
Fax 602.523.4949

△ Date	Description
11/02/23	R-PDP SUBMITTAL
12/21/23	R-PDP-2ND SUBMITTAL

Seal / Signature

NOT FOR
CONSTRUCTION

Project Name

CBREIM Chandler Frye Road
DC Reposition

Project Number

057.8377.000

Description

BUILDING MATERIALS

Scale

1/4" = 1'-0"

RZ8.01

12/21/2023 8:25:39 AM Autodesk Docs://057.8377.000 - CBREIM Chandler Frye Road DC Reposition/Architecture - 057.8377.000 - CBRE_FRYE.rvt



WEST - MAIN ENTRY



SOUTHEAST CORNER - NEW BUILDING EXPANSION



SOUTHWEST CORNER - NEW BUILDING EXPANSION



NORTHWEST CORNER - EXISTING BUILDING

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MARKETS

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Suite 175
Phoenix, AZ 85016
United States
Tel 602.523.4900
Fax 602.523.4949

△ Date	Description
11/02/23	R-PDP SUBMITTAL
12/21/23	R-PDP-2ND SUBMITTAL

Seal / Signature

NOT FOR
CONSTRUCTION

Project Name	CBREIM Chandler Frye Road DC Reposition
Project Number	057.8377.000
Description	BUILDING PERSPECTIVES

Scale

RZ9.00



AREA ANALYSIS	LEVEL 01
DATA HALLS	52,840 SF
MECHANICAL	8,880 SF
STORAGE	845 SF
ADMINISTRATION	800 SF
SUPPORT	12,427 SF
CIRCULATION	6,763 SF
L1 BUILDING TOTAL	82,555 SF
WEST EQUIPMENT YARD	17,708 SF
EAST EQUIPMENT YARD	11,747 SF
EQUIPMENT YARD TOTAL	29,455 SF

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2500 W Frye Rd Chandler, AZ 85224

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Phoenix, AZ 85016
United States

Tel 602.523.4900
Fax 602.523.4949

Date	Description
11/02/23	R-PDP SUBMITTAL
12/21/23	R-PDP-2ND SUBMITTAL

Seal / Signature

NOT FOR
CONSTRUCTION

Project Name

CBREIM Chandler Frye Road
DC Reposition

Project Number

057.8377.000

Description

LEVEL 01

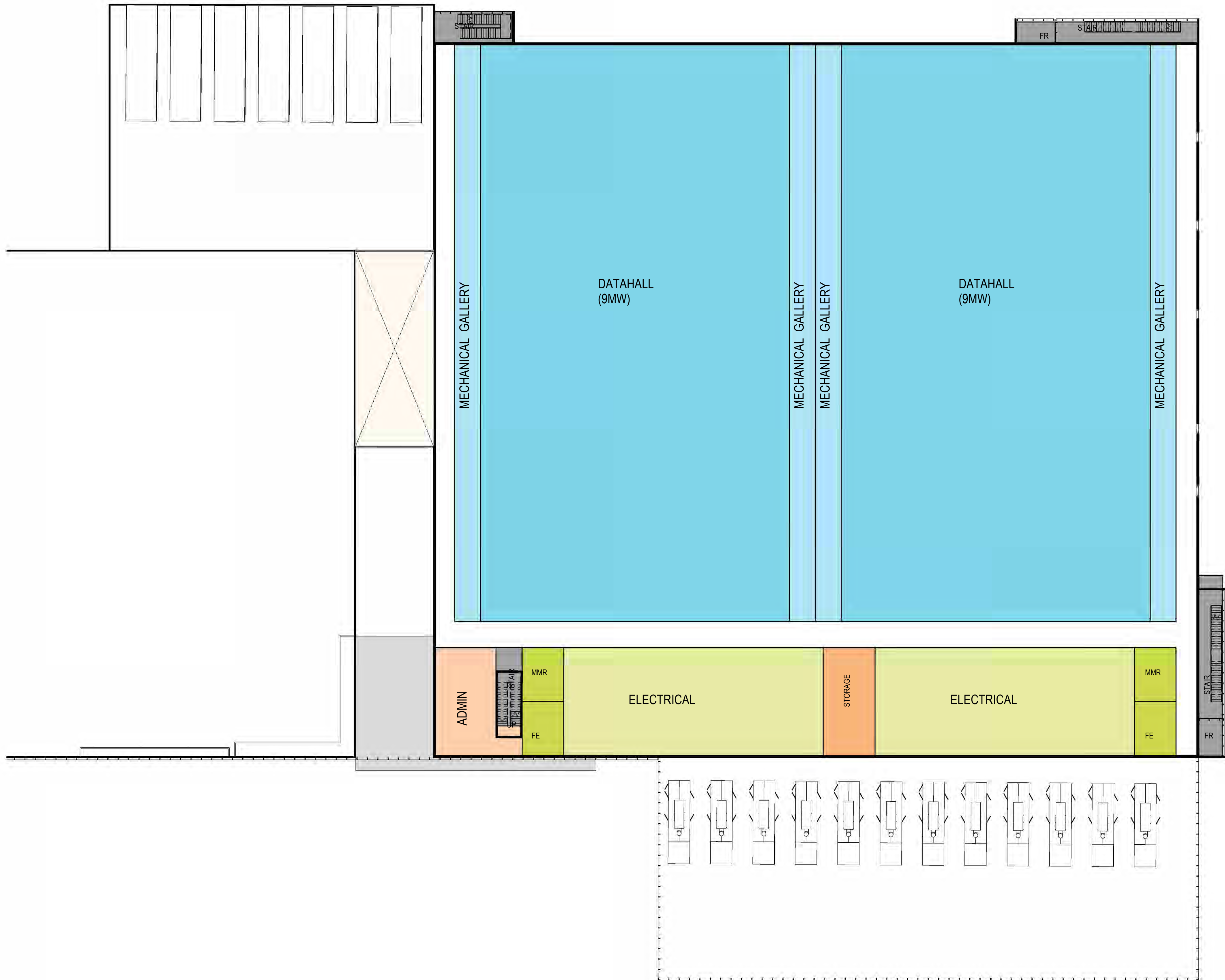
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RZ10.01

1 ILLUSTRATIVE FLOOR PLAN - LEVEL 01

SCALE: 3/64" = 1'-0"



AREA ANALYSIS	LEVEL 02
DATA HALLS	52,840 SF
MECHANICAL	8,880 SF
STORAGE	845 SF
ADMINISTRATION	800 SF
SUPPORT	10,163 SF
CIRCULATION	6,652 SF
L2 BUILDING TOTAL	80,180 SF

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2500 W Frye Rd Chandler, AZ 85224

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2575 E. Camelback Rd.
Suite 175
Phoenix, AZ 85016
United States

Tel 602.523.4900
Fax 602.523.4949

Date	Description
11/02/23	R-PDP SUBMITTAL
12/21/23	R-PDP-2ND SUBMITTAL

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CONSTRUCTION

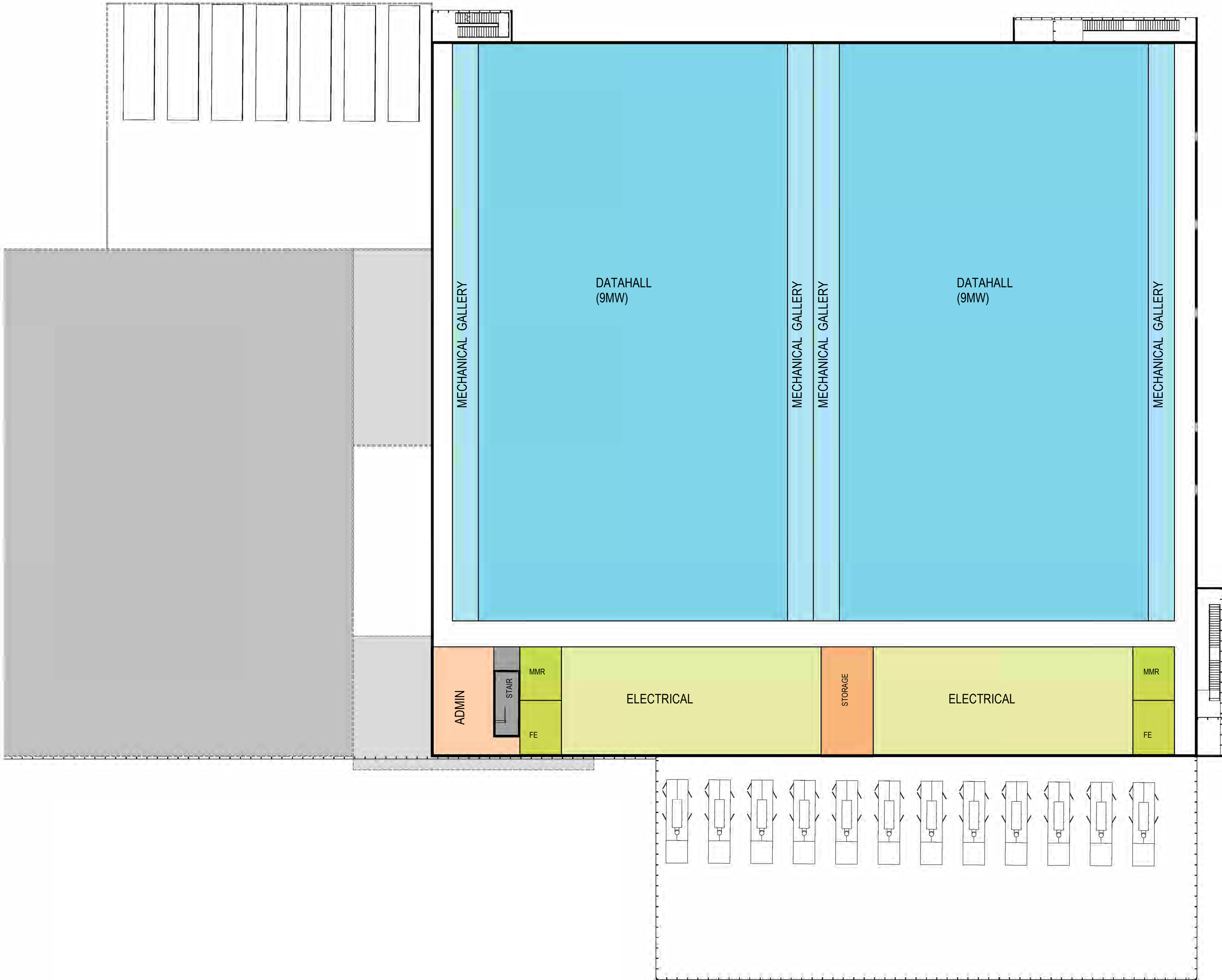
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Project Number	057.8377.000
Description	LEVEL 02

Scale	3/64" = 1'-0"
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1 ILLUSTRATIVE FLOOR PLAN - LEVEL 02

SCALE: 3/64" = 1'-0"

RZ10.02



AREA ANALYSIS	LEVEL 03
DATA HALLS	52,840 SF
MECHANICAL	8,880 SF
STORAGE	845 SF
ADMINISTRATION	800 SF
SUPPORT	10,163 SF
CIRCULATION	6,652 SF
L3 BUILDING TOTAL	80,180 SF

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Phoenix, AZ 85016
United States

Tel 602.523.4900
Fax 602.523.4949

Date	Description
11/02/23	R-PDP SUBMITTAL
12/21/23	R-PDP-2ND SUBMITTAL

Seal / Signature

NOT FOR
CONSTRUCTION

Project Name

CBREIM Chandler Frye Road
DC Reposition

Project Number

057.8377.000

Description

LEVEL 03

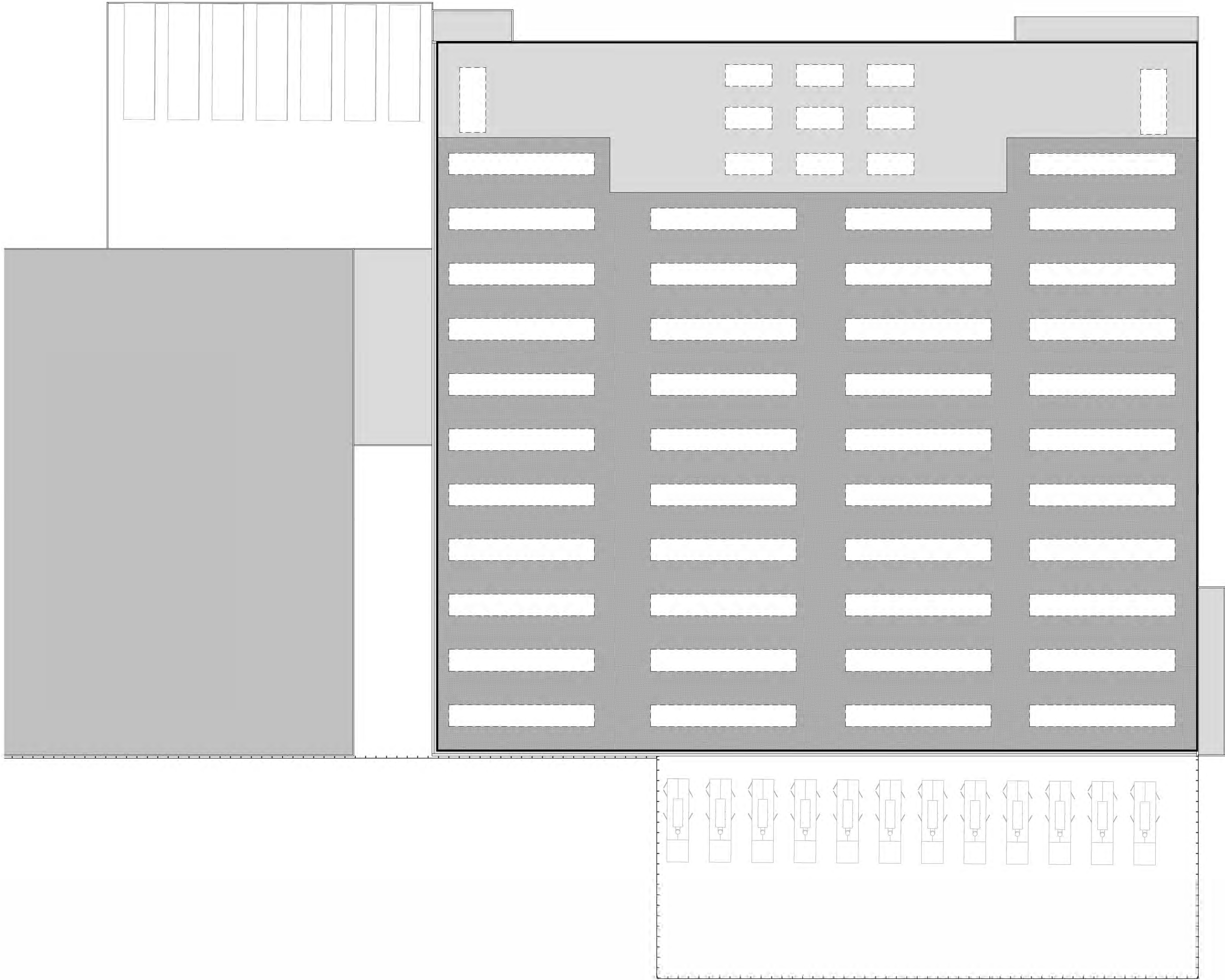
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RZ10.03

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1

ILLUSTRATIVE FLOOR PLAN - LEVEL ROOF

SCALE: 3/64" = 1'-0"

CBRE | CAPITAL MARKETS

2500 W Frye Rd Chandler, AZ 85224

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2575 E. Camelback Rd.
Suite 175
Phoenix, AZ 85016
United States

Tel 602.523.4900
Fax 602.523.4949

△ Date	Description
11/02/23	R-PDP SUBMITTAL
12/21/23	R-PDP-2ND SUBMITTAL

Seal / Signature

NOT FOR
CONSTRUCTION

Project Name

CBREIM Chandler Frye Road
DC Reposition

Project Number

057.8377.000

Description

ROOF

Scale

3/64" = 1'-0"

RZ10.04

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REQUIREMENT - SEC. 35-1903	PROVIDED
TREES: MIN. 24" BOX (50%); 15 GAL. (50%)	PROVIDED
SHRUBS: MIN. 5 GAL. CONTAINER SIZE	PROVIDED
GROUND COVER: MIN. 1 GAL. CONTAINER SIZE	PROVIDED
CACTI & SUCCULENTS: MAX. 50% OF SHRUB MATERIAL	PROVIDED
BUILDING FOUNDATION PLANTINGS SHALL BE PROVIDED WHERE APPROPRIATE	PROVIDED
PARKING LOT: 1 TREE / 5 SHRUBS PER SINGLE PLANTER; 2 TREES / 10 SHRUBS PER DOUBLE PLANTER <ul style="list-style-type: none"> 3 SINGLE PLANTERS/ 3 DOUBLE PLANTERS = 9 TREES / 45 SHRUBS 	9 TREES / 73 SHRUBS
PARKING LOT AREA: MIN. 10% OF INTERIOR SURFACE AREA TO BE LANDSCAPED <ul style="list-style-type: none"> SURFACE AREA: 8,793 SF*10% = 879 SF 	1,795 SF OR 20.4%
PERIMETER LANDSCAPE: 1 TREE / 6 SHRUBS PER 30 LF <ul style="list-style-type: none"> 956 LF = 32 TREES / 192 SHRUBS 	32 TREES (16 EXST.) / 196 SHRUBS (72 EXST.)
INTERIOR OPEN SPACE: 1 TREE / 6 SHRUBS PER 1,000 SF <ul style="list-style-type: none"> 70,810 SF = 71 TREES / 426 SHRUBS 	77 TREES (14 EXST.) / 786 SHRUBS (7 EXST.)

KIMLEY-HORN AND ASSOCIATES, INC.
1001 W. SOUTHERN AVENUE, SUITE 131
PHOENIX, AZ 85020
PH: (602) 944-5500
CONTACT: BRYAN WRIGHT, PE
EMAIL: BRYAN.WRIGHT@KIMLEY-HORN.COM

KIMLEY-HORN AND ASSOCIATES, INC.
7740 N. 16TH STREET, SUITE 300
PHOENIX, AZ 85020
PH: (602) 906-1103
CONTACT: ANDREW VALESTIN, PLA
EMAIL: ANDREW.VALESTIN@KIMLEY-HORN.COM

TOTAL SITE AREA 634,131 S.F. 14.6 AC.

TOTAL BUILDING AREA 304,270 S.F. 48.0 % OF TOTAL SITE AREA

TOTAL LANDSCAPE AREA 212,540 S.F. 33.5 % OF TOTAL SITE AREA

TOTAL PARKING AREA 8,793 S.F. 1.4 % OF TOTAL SITE AREA

LANDSCAPE IN PARKING AREA 1,795 S.F. 20.4 % OF PARKING AREA
(10% MIN. OF PARKING AREA SHALL BE LANDSCAPED)

TOTAL TURF AREA 0 S.F. 0 % OF TOTAL LANDSCAPE AREA

SHRUBS/GROUND COVER 25,275 S.F. 26.6 % OF TOTAL LANDSCAPE AREA

INORGANIC/GRAVITE 212,540 S.F. 100 % OF TOTAL LANDSCAPE AREA
(D.G. TO EXTEND UNDER ALL PLANTINGS)

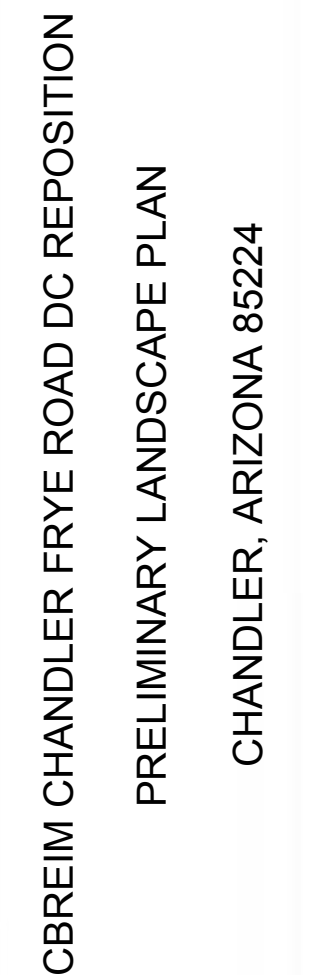


TREES

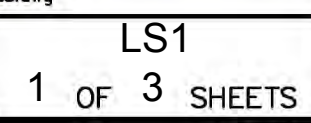
SHRUBS AND GROUNDCOVERS

ACCENTS

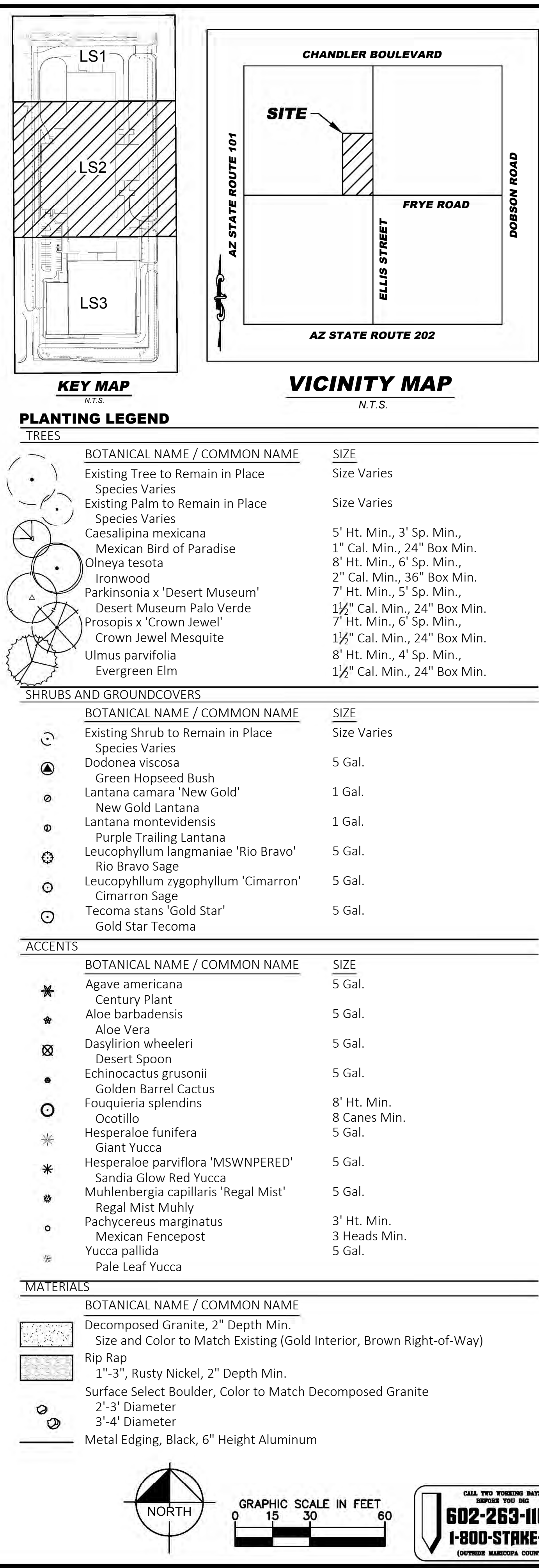
MATERIALS





SIONAL 14

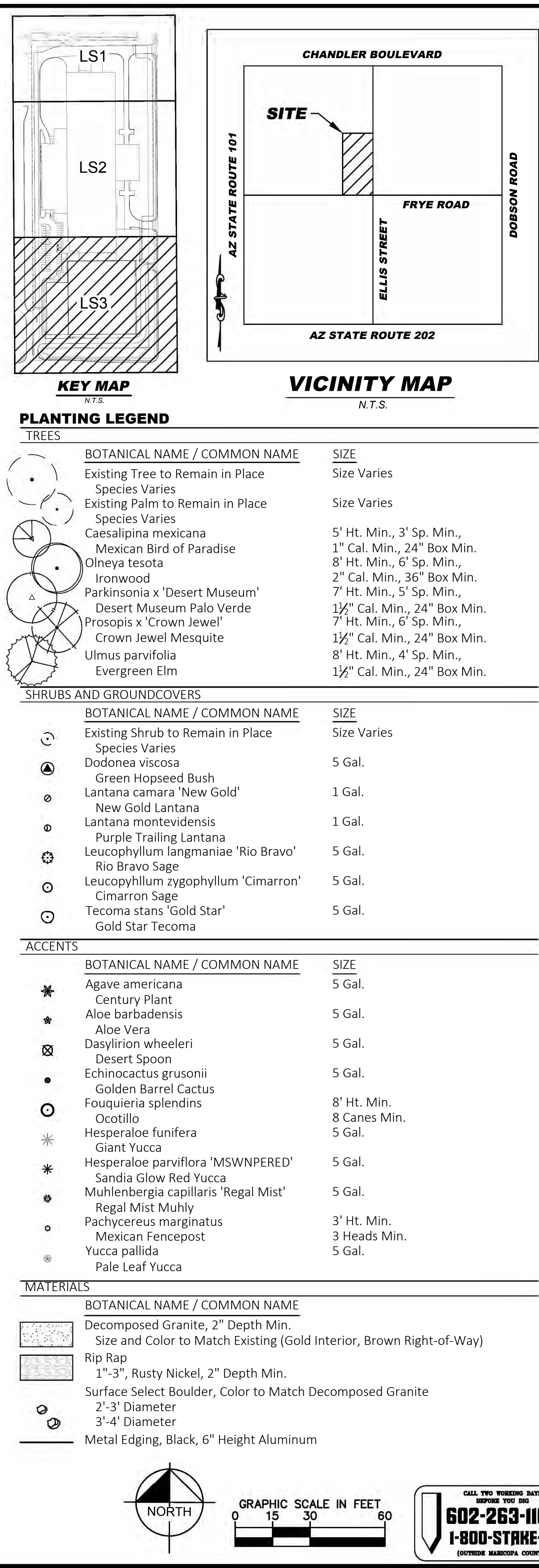




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Dec 20, 2023 - 3:57pm Jacob.Jurgens
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CBREIM CHANDLER FRYE ROAD DC REPOSITION PRELIMINARY LANDSCAPE PLAN CHANDLER, ARIZONA 85224			
PROJECT No. XXX			
SCALE (H): 1"=30'			
SCALE (V): NONE			
DRAWN BY: JAJ			
CHECK BY: AAV			
DATE: 12/21/2023			
 LS.dwg		LS2 2 OF 3 SHEETS	

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<div> <div>CBREIM CHANDLER FRYE ROAD DC REPOSITION</div> <div>PRELIMINARY LANDSCAPE PLAN</div> <div>CHANDLER, ARIZONA 85224</div> </div>	
PROJECT No. XXX	
SCALE (H): 1"=30'	
SCALE (V): NONE	
DRAWN BY: JAJ	
DESIGN BY: JAJ	
CHECK BY: AAV	
DATE: 12/21/2023	
 <div> <div>LS.dwg</div> <div>LS3</div> <div>3 OF 3 SHEETS</div> </div>	



EXISTING CONDITIONS - GOOGLE EARTH VIEW FROM PROPERTY TO THE NORTH

- DATA CENTER PROPERTY**
 - 1 EXISTING BUILDING
 - 2 EXISTING LANDSCAPE TO REMAIN
NEW GENERATORS WILL BE
SCREENED BEHIND THE EXISTING
LANDSCAPING
 - 3 PROPOSED EXPANSION BEYOND
- NORTH PROPERTY**
 - 4 EXISTING TRASH ENCLOSURES
 - 5 EXISTING SOLAR PV CANOPIES
 - 6 EXISTING EQUIPMENT ENCLOSURE



MODELED VIEWS FROM PROPERTY TO THE NORTH TOWARDS NEW EXPANSION

- DATA CENTER PROPERTY**
- 1

EXISTING BUILDING
- 2

EXISTING LANDSCAPE TO REMAIN
NEW GENERATORS WILL BE
SCREENED BEHIND THE EXISTING
LANDSCAPING
- 3

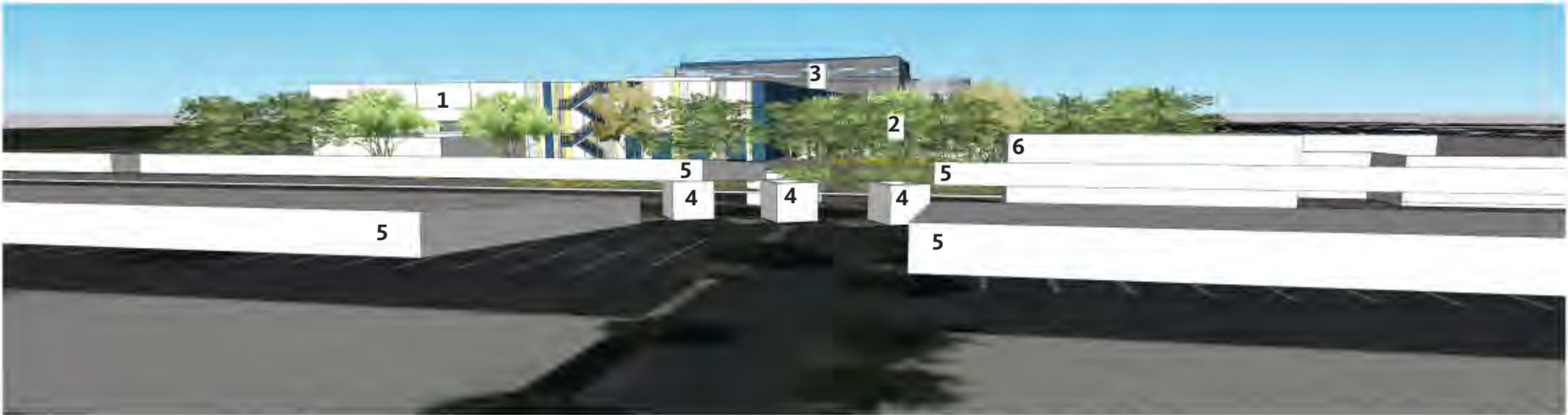
PROPOSED EXPANSION BEYOND

- NORTH PROPERTY**
- 4

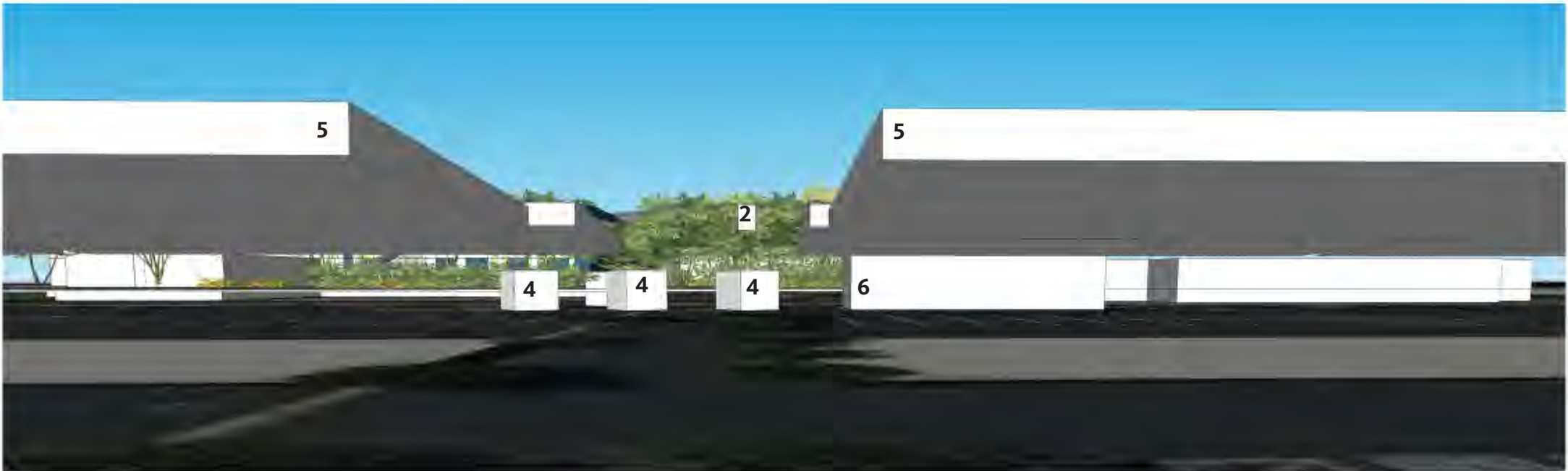
EXISTING TRASH ENCLOSURES
- 5

EXISTING SOLAR PV CANOPIES
- 6

EXISTING EQUIPMENT ENCLOSURE



VIEW FACING SOUTH @ 20' ABOVE GRADE



VIEW FACING SOUTH @ EYE LEVEL



City Council Memorandum Development Services Memo No. 24-033

Date: June 24, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager & Acting Development Services Director
From: Benjamin Cereceres, Planner
Subject: PLH24-0003 El Oasis
Request: Use Permit time extension for a one-story community center and community gardens
Location: 482 E. Erie Street, approximately one quarter of a mile north of the northwest corner of Chandler Boulevard and Hamilton Street
Applicant: Paul Blue; PMG

Proposed Motion:

Move City Council approve Use Permit PLH24-0003 El Oasis, approving a time extension to operate a community center and community garden, subject to the conditions recommended by Planning and Zoning Commission.

Background Data:

- Approximately 1.9 acres
- Subject site is zoned MF-2 (Multi-Family Residential District)
- Use is permitted with Use Permit if compatible and in the best interest of the community
- The most recent use permit was granted in 2021 for two years under PLH20-0057 The Oasis/El Oasis
- Site is currently being constructed

Surrounding Land Use Data:

North	Existing Single-Family Residential Zoned SF-8.5 (Single-Family District)	South	Across E. Erie Street: Existing mobile home park, single-family and multi-family developments zoned MF-1 (Medium-Density Residential District)
East	Existing Single-Family Residential Zoned SF-8.5 (Single-Family District)	West	Existing mobile home park zone MF-1 (Medium-Density Residential District)

Proposed Development:

Building Square Footage	5,000 Square Feet
Building Height	20 Feet (35' Maximum Height Permitted)
Parking Spaces Required	25 Spaces
Parking Spaces Provided	25 Spaces (2 of the spaces are in the garage)
Days of Operation	Community Garden/Grass Field: Monday -Sunday Community Education Center: Monday-Friday Evening Activities: Monday-Saturday Weddings/Quinceaneras: Thursday-Saturday
Hours of Operation	Community Garden/Grass Field: Dusk to Dawn Community Center Community Education Center: 8 AM-5PM Evening Activities: 5PM-10PM Weddings/Quinceaneras: 4PM-10PM

Review and Recommendation:

The MF-2 District permits compatible land uses that are in the best interest of the community to be developed with Council approval of a Use Permit. The community center and community garden will result in a land use that is compatible with the surrounding land uses, much like a church may be compatible with surrounding residential properties in any given neighborhood. Planning staff has reviewed the request and finds consistency with the general plan.

The building includes a large community room that can be broken down into smaller co-working/tutoring/training spaces for a single meeting space serving up to 90 people. It will also include an open work room, public restrooms, teaching kitchen and community garden.

In an effort to prevent parking and noise from negatively impacting adjacent

neighborhoods when events are held (i.e. weddings, quinceañeras), the applicant has agreed to stipulations 8-10 restricting parking to on-site only, restricting noise levels, and requiring a contact phone number to be provided to neighbors to resolve complaints quickly and directly.

The community center is currently under construction and anticipated to open by the end of the year. Due to the low-impact use of the community center and community gardens, Planning Division staff recommend no time limit stipulation.

Public / Neighborhood Notification

- The request was noticed in accordance with the requirements of the Chandler Zoning Code.
- A neighborhood meeting was held on May 13, 2024. There were 30 people in attendance.
- As of the writing of this memo, Planning staff is not aware of any opposition to the request.

Planning and Zoning Commission Vote Report

Planning and Zoning Commission meeting June 5, 2024

Motion to Approve

In Favor: 5 Opposed: 0 Absent: 1 (Barichello)

Recommended Conditions of Approval

Planning staff finds the request is in compliance with the General Plan. Planning and Zoning Commission recommends City Council approve the Use Permit, subject to the following conditions:

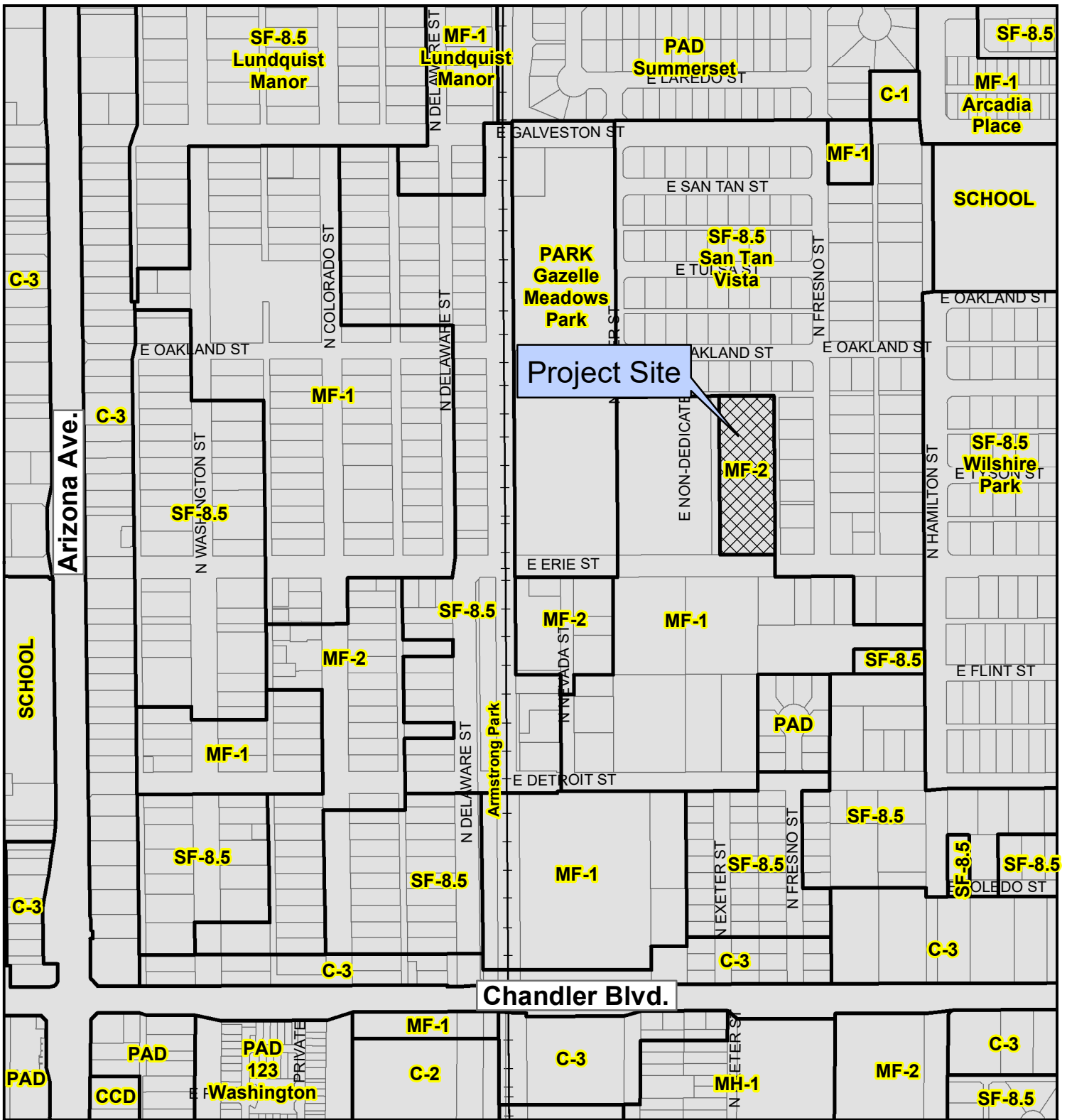
1. Development shall be in substantial conformance with the Development Booklet, entitled "The Oasis/El Oasis" and kept on file in the City of Chandler Planning Division, in File No. PLH20-0057 modified by such conditions included at the time the Booklet was approved by the Chandler City Council and /or as thereafter amended, modified, or supplemented by the Chandler City Council.
2. The landscaping shall be maintained at a level consistent with or better than at the time of planting.
3. Use permit approval does not constitute Final Development Plan approval; compliance with the details required by all applicable codes and conditions of the City of Chandler and this Use Permit shall apply.

4. The site shall be maintained in a clean and orderly manner.
5. 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 building.
6. 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 create problems with site visibility or prompt the removal of required landscape material.
7. The Use Permit is non-transferable to other locations.
8. Parking for any event held on the subject property shall be limited to on-site parking only.
9. Music shall be controlled so as to not unreasonably disturb area residents and shall not exceed the ambient noise level as measured from the subject sites property line.
10. The organization/operator shall provide a contact number of a responsible person to interested neighbors to resolve parking and/or noise complaints.

Attachments

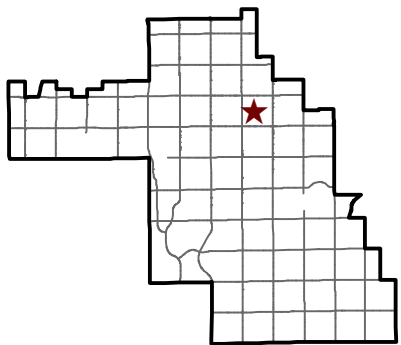
Vicinity Maps

Development Booklet



PLH24-0003 EI Oasis

Proposed Project Details
 Use Permit Time Extension
 482 E. Erie Street
 Use Permit for Community Center and Community Gardens



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



PLH24-0003 EI Oasis



Proposed Project Details

Use Permit Time Extension

482 E. Erie Street

Use Permit for Community Center and Community Gardens

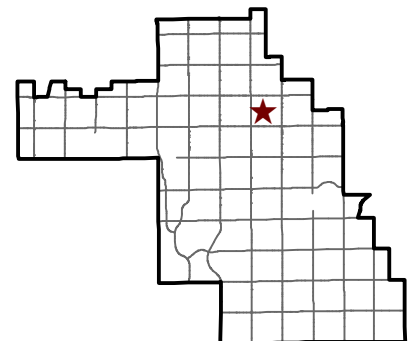


City of Chandler Planning Division

chandleraz.gov/planning

For more information visit:

<https://gis.chandleraz.gov/planning>



The Oasis/El Oasis – 482 E. Erie Street (APN: 302-65-106)

Updated Written Narrative in Support of a Use Permit Request

Time Extension Request - March 2024

Development Narrative

Facility Overview - The Oasis/El Oasis – A Live Love Community Center

The Oasis (El Oasis) will be located at 482 E. Erie St. on a 1.88-acre site [81,814 s.f.] currently zoned MF-2. This project consists of three main components: Plazita, Education, and Community Garden. Each component has a varying level of community involvement and participation, but the goal is that all three components work together. By blending the components of The Oasis, the space becomes a memorable “gathering place”, where everyone is welcome and plays a part in building a stronger and safer community. A key element of the project approach is partnering both with the local neighbors as well as P-20 educational partners from both the immediate neighborhoods (Galveston Elementary, Willis Junior High, Chandler High) as well as post-secondary providers including the Maricopa Community College District and ASU.

With an intention to create a functional and beautiful structure while also leaving as much green space as possible, one building will house all the proposed Oasis components. Located at the front of the site, the community center building welcomes people onto a 70’-wide shaded community porch, inviting neighbors to connect and learn with each other. The massing of the building rises from 10-feet at the south up to 20-feet at the north, creating a space that is both respectful of the residential scale of the neighborhood and rises to the community scale to create a space for gathering.

Constructed of a simple material palette – the wood-frame building is clad in a variety of textured and weathered steel, with frameless windows in custom steel boxes. The architecture is both culturally appropriate and timeless without relying on cliché or style. Simple, warm, and rich, the architecture expresses a forward-thinking approach to construction skinned with ordinary materials in a creative manner.

The building, totaling 5,000 square feet, includes a large community room that can be broken down into smaller co-working/tutoring/training space or a single meeting space serving up to 90 people. It will also include an open workroom, public restrooms a generous teaching kitchen, and storage/operations space that can store vehicles and equipment in support of the overall facility and community gardens. Adjacent to the building are 16 parking spaces, including 2 ADA stalls, in addition to the on-street parking.

Use/Activity Descriptions

Plazita - Gathering Together

Creating a beautiful space where our neighbors can relax, breathe deeply, and connect with each other is the heart of The Plazita at The Oasis. The large community room in the center of the building spills out into a covered outdoor patio (within the building roof line) and a turf open space with an exterior shade canopy. This then opens out to the short side soccer field and the gardens at large. Gathered from neighborhood input, there is a need for safe places where

The Oasis/El Oasis – 482 E. Erie Street (APN: 302-65-106)

Updated Written Narrative in Support of a Use Permit Request

children can play and learn together, and families can spend time together under the shade of a tree celebrating family milestones, such as quinceañeras or reunions. While there is a city park nearby, shade is limited, and the park is subject to flooding at times. The Plazita will provide an additional community accessible safe recreation space for play and supervised activity for children and families. The Plazita is a critical element of the project, as a safe space that will bring community and neighbors together.

Education- Learning Together

The Community Learning component is the most tangible element of the Oasis environment. Tutoring, educational support, and safe spaces for studying will be available for students of all ages after school or during school breaks as needed. Vocational and life skill classes for both students and adults will also be offered, promoting a lifetime learning model that invites all ages and stages of life to be involved. A generous kitchen space will make it possible to teach ground-to-table cooking for all ages, incorporating fresh fruit and vegetables into the traditional foods eaten by neighborhood families. Professional mentor relationships and training programs will be created for community members interested in learning more about a specific occupation or trade, and for helping to develop local entrepreneurial businesses.

Garden - Growing Together

The Community Garden accomplishes multiple goals. Varieties of fruits and vegetables will be seasonally grown, harvested, and shared with neighbors to feed their families. There will also be opportunities for individuals and families in the neighborhood to be involved in planting, nurturing, and harvesting their own food as well. There will be space for crop-style growing as well as smaller community plots - where neighbors can cultivate and care for their own plot. In addition, partnerships with the neighborhood schools will create opportunities for students and teachers to be involved in gardening projects as well.

The overall vision is that The Oasis will have a transforming effect on the community through relationships, generosity, and love.

Landscaping

The approach to site landscaping is focus on providing plantings at the public sidewalk edge that is both complimentary to the surrounding neighborhood while still being inviting to the community, including the incorporation of a walkway from the public sidewalk to the entry porch (front door) of the Community Education Center. This south oriented walkway attaches to a sidewalk that travels north along the west edge of the building, transiting through two-thirds of the site. The focus is to provide pedestrian accessibility to both the facility as well as the community gardens.

Xeriscape plantings and native trees from the approved street tree planting list would be used in the front yard of the property. Landscaping will be used to support screening the garage door

The Oasis/El Oasis – 482 E. Erie Street (APN: 302-65-106)

Updated Written Narrative in Support of a Use Permit Request

entrance on the west face of the building. The balance of the trees on the site will draw from a variety of drought tolerant species native to central Arizona while provide a variety of alternatives to provide examples of habitats throughout Arizona, including N. Arizona and the Mogollon Rim.

The east and north property lines will provide tree rows that (for the east) separates the site from the alley easement, as well as provide additional screening to the adjoining single-family units.

The intent is to replace the existing sterile site perimeter chain link with variable fencing options that include CMU, decorative steel, and green wall (grid fencing with plantings growing through. The driveway at the southwest corner of the site will incorporate a swing gate, setback from the street frontage.

Immediately north of the Community Education Center, the open/shaded Plaza will be turf as will an adjacent short-sided soccer field. The soccer field will support drainage needs for the site and will be anchored on the north by a variegated 4–6-foot screen wall that provides a separation from the more finely developed southern one-third of the site from the northern Community Gardens.

The community gardens will incorporate raised bed, small plot gardens up through row crops. The current diagram is indicative and will change both with the seasons as well as responding to community preferences for planting types and the curriculum needs of educational partners.

The site is served by Salt River Project flood irrigation infrastructure and this will be the primary source of landscape water for the north portion of the site. Typical xeriscape irrigation will be used along the southern frontage and rights-of-way.

Parking

16 parking stalls (including 2 accessible stalls) are provided along the drive aisle located on the west perimeter of the site. Additionally, two parking stalls will be provided within the garage portion of the building with an additional 3 stalls available at the face of the building. The facility dominantly serves the local community located in relative proximity to the site. As a result, a significant amount of travel to the site is anticipated to be by pedestrians.

Hours of Operation

The site can be broken into two broad uses: the southern Community Education Center/Plaza and the Community Gardens/grass field.

The community gardens/grass field are intended for use from dawn to dusk throughout the year.

The Oasis/El Oasis – 482 E. Erie Street (APN: 302-65-106)

Updated Written Narrative in Support of a Use Permit Request

The Community Education Center/Plaza are principally intended for use during typical 8am-5pm Monday to Friday, with more limited activity on Saturday and Sunday. The potential for evening activity would principally be Monday to Saturday (5pm-10 pm). The uses are focused on education and neighborhood meetings/community gathering activities. Events, such as weddings and Quinceañaras will typically occur Thursday to Saturday late afternoon into the evening (4pm-10pm).

An on-site employee will be located at the facility during normal business hours.

Live Love Chandler (LLC) – Non-Profit Developer and Operator

Introduction

Live Love Chandler is a community development non-profit dedicated to building strong communities by connecting people and caring for our neighbors. A strong community is demonstrated best by the compassionate actions of its members for each other. We believe connecting with others is the foundation for learning to authentically care for others. Once we truly care for others, we discover we are stronger together, learning, serving, and growing side-by-side. It starts with connecting, and that drives much of what we do at Live Love.

The service area for Liv Love is broadly bounded by Arizona Avenue to the West, the Ivanhoe Street alignment to the North, McQueen to the East, and Chandler Blvd to the South.

Since our start in 2007, Live Love has been primarily funded by donations from our volunteers and loyal supporters. Connecting is the foundation for much of what we do at Live Love, but it is also the foundation for most of how we fund and support those activities. Our donors and volunteers are essential members of our team and directly affect our success. Most business sponsorships and corporate grants given to Live Love have been a direct result of a donor or volunteer making the connection for us. Examples of this include The Grove, Intel, Paypal, JP Morgan Chase & Co., Norwex, Major League Baseball Players Trust, and Isagenix.

History

Since 2007, we have been bringing people together in safe and supportive environments to share, learn, and grow together. With the help of the City of Chandler Neighborhood Programs staff, we have selected neighborhoods that are often overlooked by other service providers; areas where a few residents were working to create healthy growth and change right where they lived. Hours of listening to neighbors on porches and at kitchen tables provided the vision for where to begin.

It started with a large-scale service day where community volunteers were invited to work side-by-side with neighborhood residents on home improvement projects such as painting and

The Oasis/El Oasis – 482 E. Erie Street (APN: 302-65-106)

Updated Written Narrative in Support of a Use Permit Request

landscaping. This, Live Love Day, became an annual event for several years as we learned to partner with our neighbors in downtown Chandler. As we began to connect more closely with them, we discovered there was a great opportunity to care for our senior adult neighbors on a more regular basis. The monthly Saturday Serve Day was launched in 2009 to connect with and care for our senior adults by assisting with practical and needed assistance. This activity continues to this day, allowing volunteers to build long-term caring relationships with some of our most treasured community members.

Our early years also included neighborhood holiday events. Tents, tables, and chairs would be organized on a central corner and neighbors would gather for potluck style meals with music, art, raffles, family photos, and games. Rain or shine, people would show up for these anticipated block parties, thankful for the chance to connect with each other.

As time went on, it became clear we needed a fixed place to continue our efforts. In 2012, we purchased an abandoned home that we restored with the help of our community. It became a tangible representation of our mission to build community by connecting with and caring for others. Here are some of the ways we have been connecting and caring in Chandler:

Connecting

Our Connecting activities focus on providing opportunities for neighbors to interact in a safe and fun environment where they can get to know each other, build on what they have in common, and tear down the walls that divide them. This has happened through holiday celebrations, neighborhood soccer games, and a variety of workshops and community education events. These activities typically take place at the Live Love House, a home previously known as “the drug house” in the neighborhood.

Key Services - School Break Program

Students in the neighborhood are often home alone during summer, fall and spring break weeks. For this reason, a hands-on learning program was organized to give them a safe place to connect with others. Workshops have included dance, karate, music, art, cooking, and gardening, to name a few. Field trips to local points of interest were also a favorite. We also encouraged reading skills for all ages and snacks to ensure the students were receiving healthy food while out of school.

Key Services - Community Education

To support parents and adults in our neighborhood, we hosted several education series which covered topics they were most interested in. Guest speakers were invited in to speak on topics such as community resources, local government, immigration issues, gang activity and prevention, and drug and alcohol use and prevention. A light dinner was also provided to ensure families could participate who were just coming home from work and school.

The Oasis/El Oasis – 482 E. Erie Street (APN: 302-65-106)

Updated Written Narrative in Support of a Use Permit Request

Key Services - Soccer at the Park

In response to parents' requests for activities to do with their kids, the monthly Soccer at the Park was started. It has traditionally been kids vs. adults and the rivalry is strong. This has been an easy activity for inviting friends and neighbors, and almost always includes hanging around afterward for pizza or snacks. Everyone is truly disappointed when it becomes too hot to play during the summer months, as the park does not have lights and is not considered by neighbors to be safe at night.

Key Services - Caring

Providing support and practical assistance to our neighbors is the priority of our Caring activities. Bringing together volunteers to work side-by-side with residents as well as supporting local schools, we have been working to restore beauty and dignity in the lives of our neighbors. In whatever way possible, we strive to promote compassionate connections with those we serve, one neighbor to another.

Key Services - Saturday Service Day

Our monthly Saturday Serve days care for the local downtown Chandler community. We do light yard work such as mowing, pulling weeds, & other minor home repairs for those unable to complete these tasks on their own. We also deliver canned food and a friendly smile to the senior adult residents of a local subsidized apartment complex.

Key Services - Mentor/School Support

The Mentor and School Support program works in partnership with our neighborhood schools to support teachers and students on their learning journey. Volunteers helped students at both Willis Jr. High and Sacaton Schools throughout the school year with a wide range of activities, including helping in classrooms, cheering on students at sporting events, leading after school clubs, or even spending a few moments with students at lunch. The goal is to be present in ways that say to both students and teachers: "we see you and care about your success."

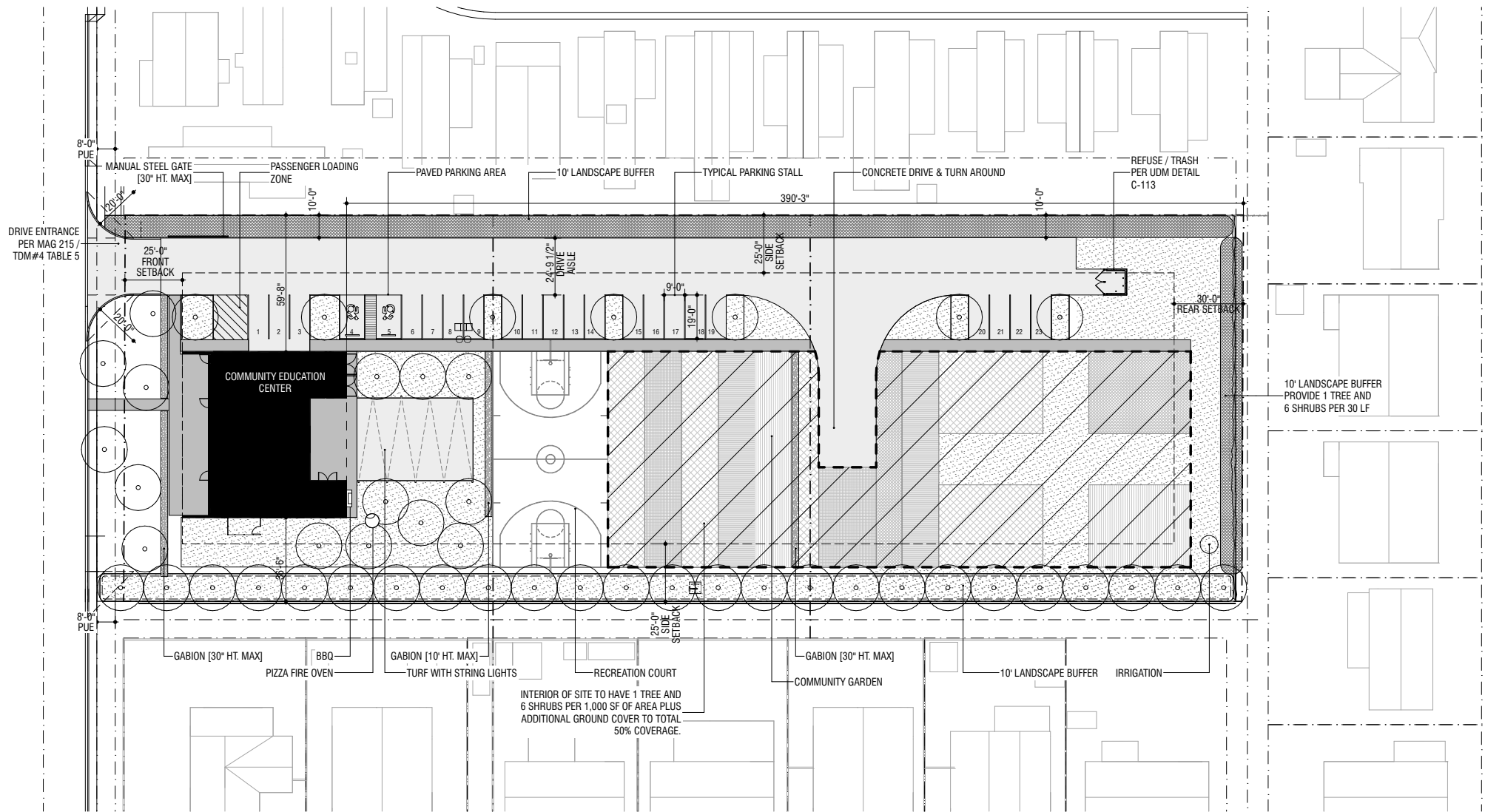
Compliance with the Zoning Code

The Applicant sees compliance being demonstrated in two principal ways:

- The proposed physical development is substantially below the density of development and heights that the existing MF-2 zoning permits
- Proposed 6% lot coverage vs allowed 45%
- Proposed 20' maximum building height vs allowed 35'
- Proposed side yard setbacks are in excess of 40' vs allowed 5'

The Oasis/El Oasis – 482 E. Erie Street (APN: 302-65-106)
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- The landscaping and open space provided on the site represents a material improvement over the scale of open space and landscaping that the typical MF-2 development use would likely propose.



1 OVERALL SITE PLAN

1" = 40'

N

NOTES:

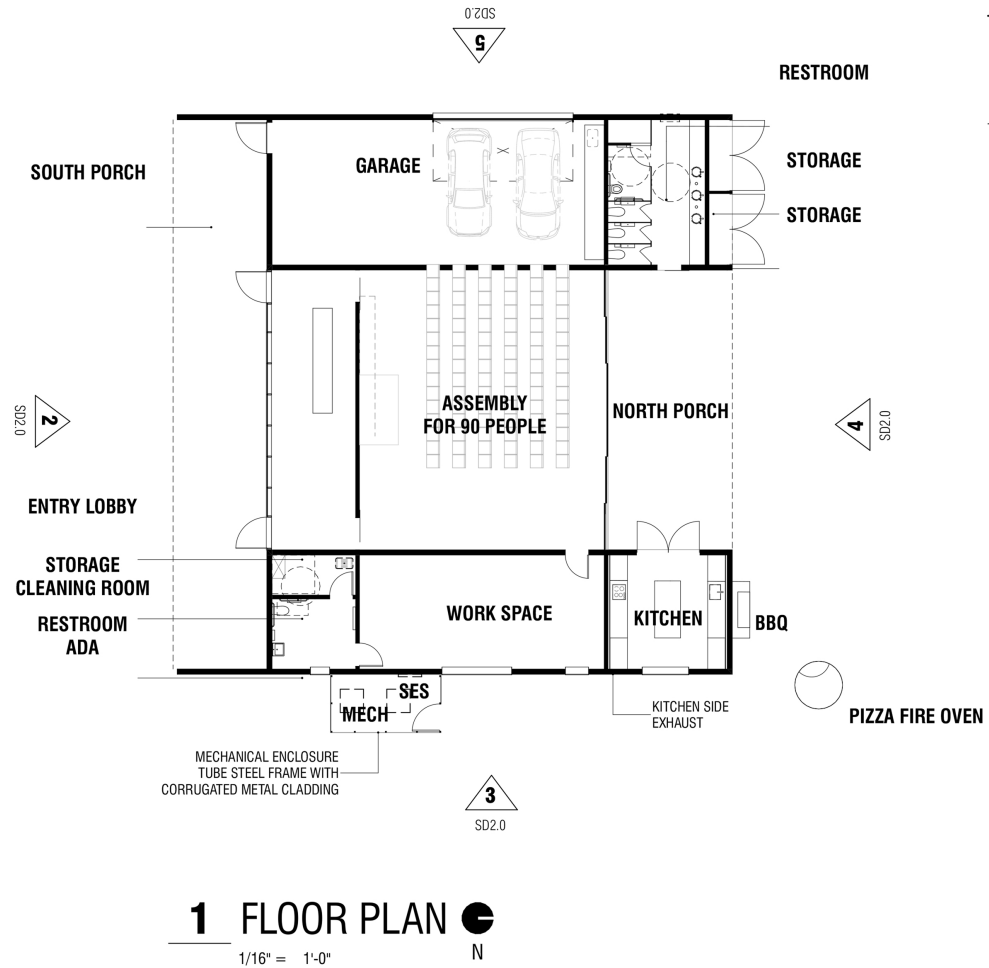
- LOT COVERAGE: [5,000 / 81,814 SF] 0.061% SF
- PARKING PROVIDED: 25 PARKING STALLS [INCLUDING 2 ADA STALLS] [2 STALLS PROVIDED IN GARAGE]
- NO PROPOSED LIGHTING SHALL TRESPASS ONTO ADJACENT PROPERTIES.
- SETBACK ALONG STREET FRONTAGE SHALL PROVIDE 1 TREE AND 6 SHRUBS PLUS ADDITIONAL TO ACHIEVE 50% COVERAGE.

debartolo architects 4450 north twelfth street number 268 phoenix, arizona 85014 tel 602.264.6617 email jack3@debartoloarchitects.com

LIVE LOVE
482 east erie street
chandler, arizona 85225

SD1.0
OASIS

NOTE: REFER TO MATERIALS SHEET [SD3.0] FOR MATERIAL REFERENCES AND NUMBERS INDICATED.



NOTES:

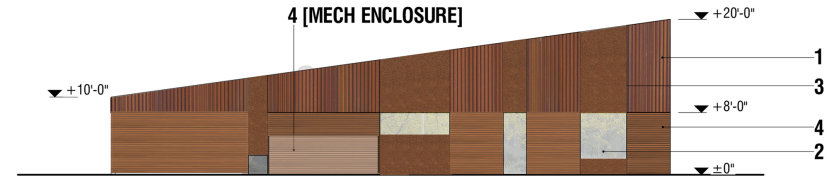
- ROOF TOP VENTS SHALL BE PAINTED TO MATCH ROOF FINISH.
- RESIDENTIAL KITCHEN HOOD SHALL SIDE WALL VENT.
- SES CABINET SHALL BE SCREENED IN MECHANICAL YARD.

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2 SOUTH ELEVATION

1/16" = 1'-0"



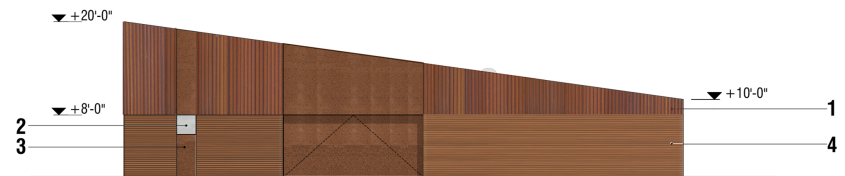
3 EAST ELEVATION

1/16" = 1'-0"



4 NORTH ELEVATION

1/16" = 1'-0"



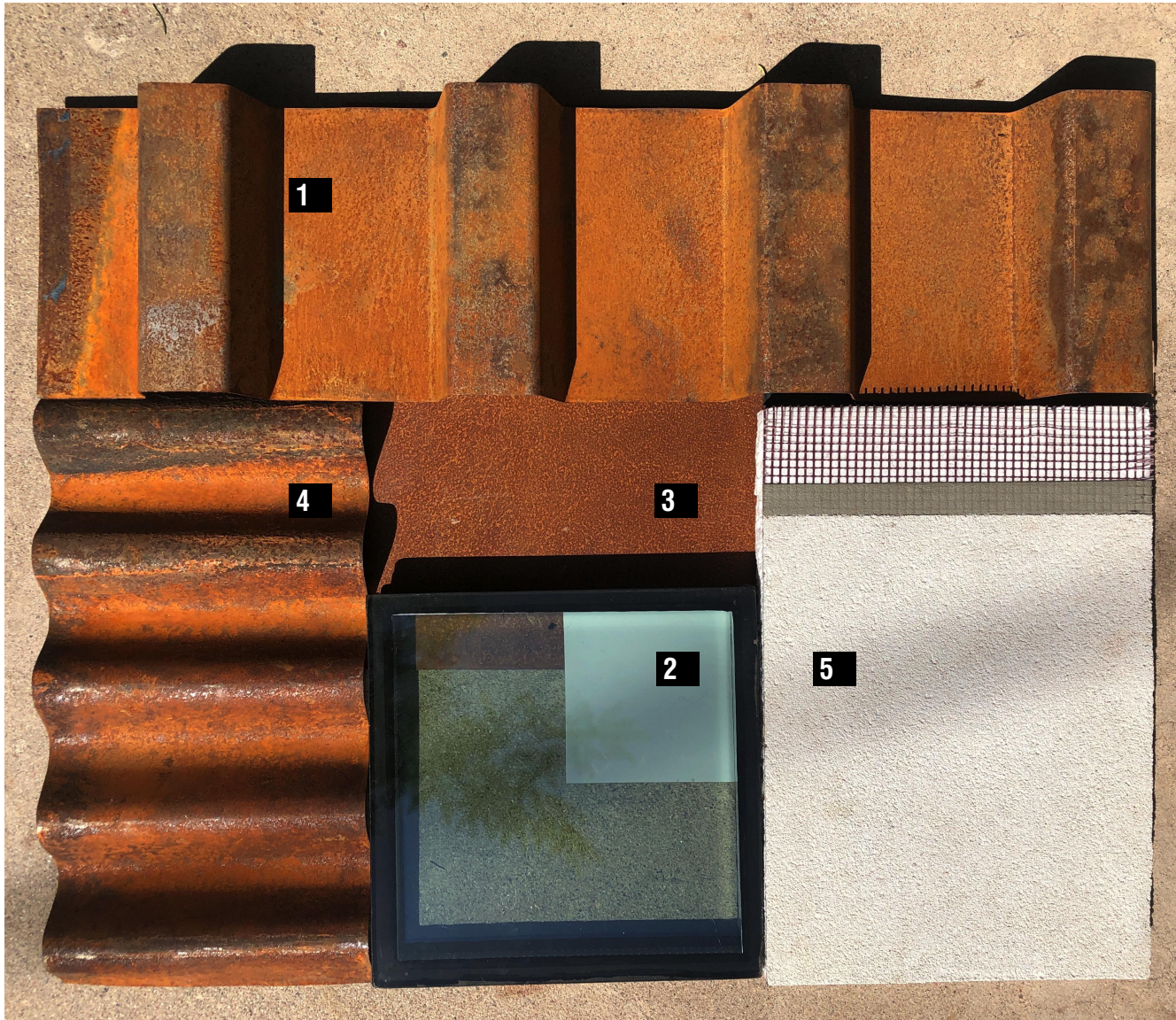
5 WEST ELEVATION

1/16" = 1'-0"

SD2.0

LIVE LOVE
482 east erie street
chandler, arizona 85225

OASIS



1 - WEATHERED BOX RIB DECK

2 - LOW E GLAZING

3 - WEATHERED STEEL

4 - WEATHERED CORRUGATED DECK

5 - STUCCO - PAINT COLOR [DE6373 PORPOISE LRV65]

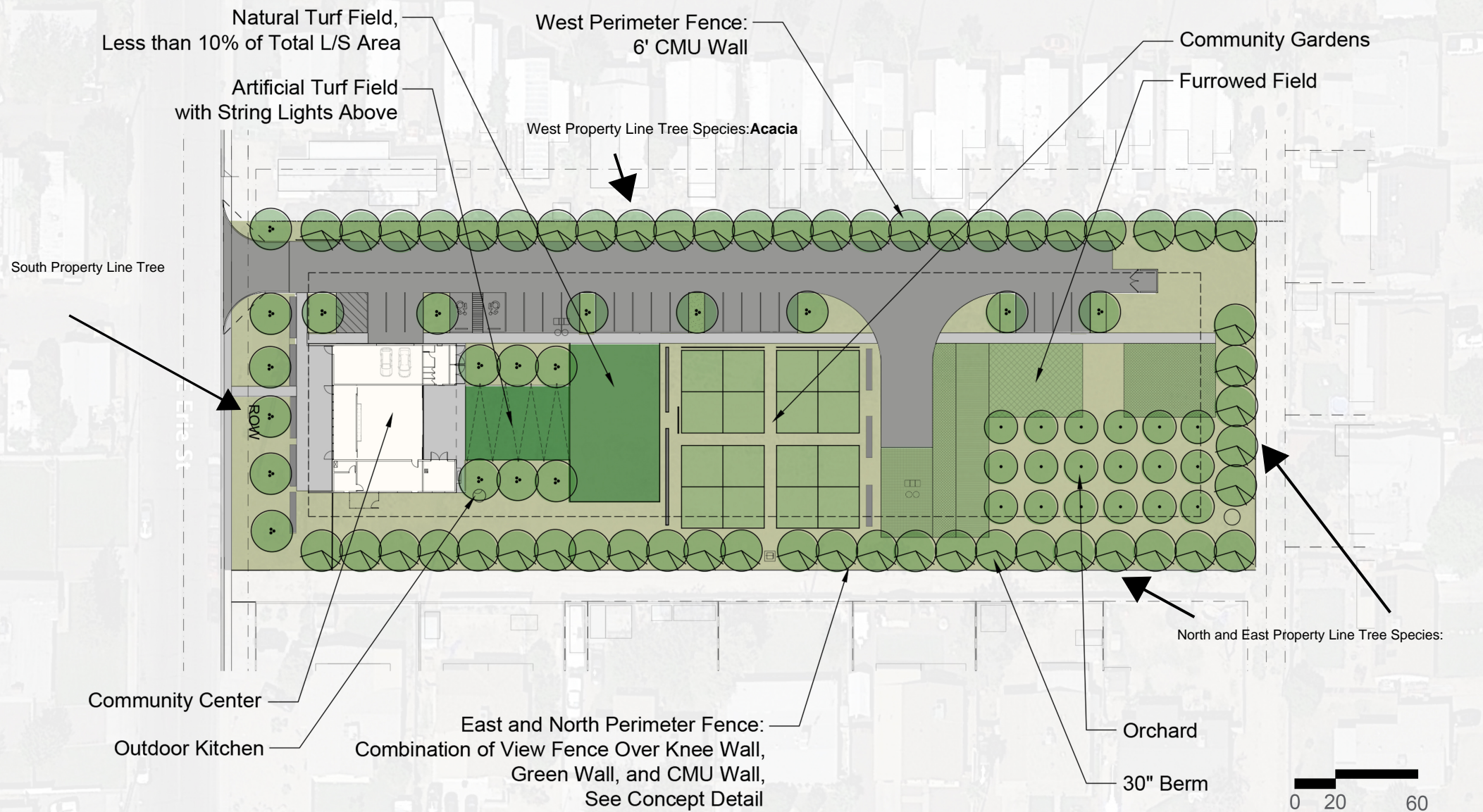
1 MATERIALS

debartolo architects 4450 north twelfth street number 268 phoenix, arizona 85014 tel 602.264.6617 email jack3@debartoloarchitects.com

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482 east erie street
chandler, arizona 85225

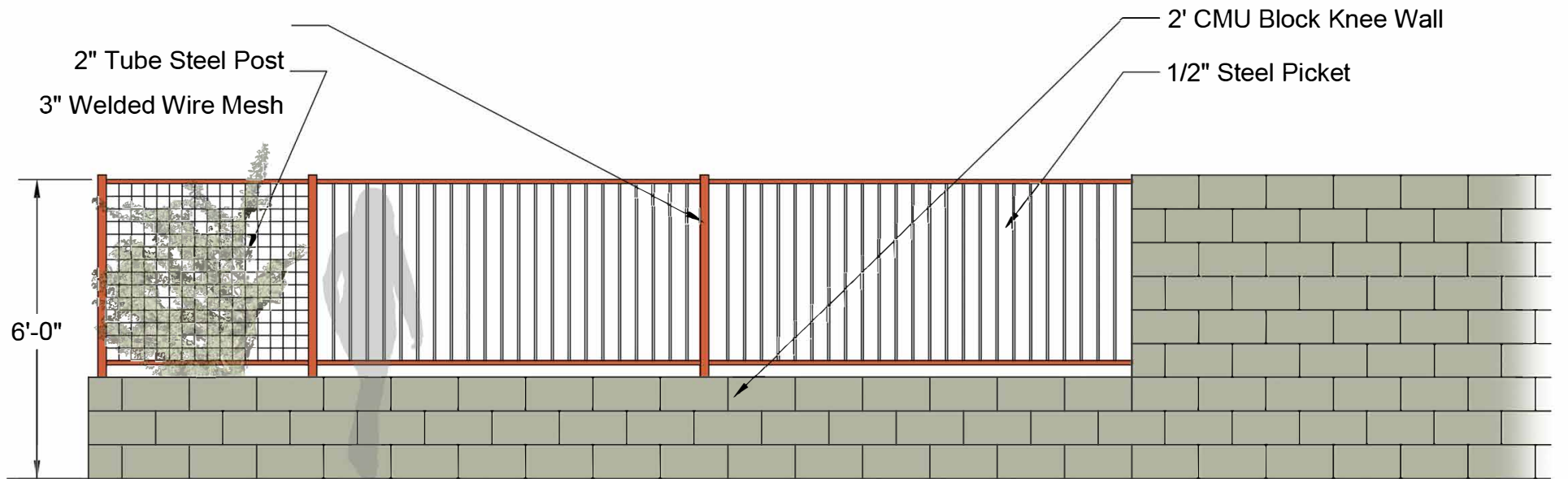
SD3.0
OASIS

LANDSCAPE PLAN OVERVIEW



LANDSCAPE PLAN - FENCE DIAGRAMS

Fence along North and East property lines to vary between vine support (green wall), view fencing and 6' CMU wall. Green Wall and View Fence constructed in combination with 2'-0" high CMU knee wall. Along these alley frontages at every 100', a 20' section of 6' CMU wall will be built. The knee wall visible from alley side, concealed by berm on Oasis side.



Scale: 1/2"=1'-0"

3-7-21

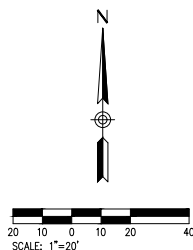
EAST/NORTH FENCE CONCEPT

EL OASIS

KRISTIAN KELLEY LANDSCAPE ARCHITECTURE

Site plan for the proposed 1200-unit apartment building at 35 West Erie Street, Chicago. The plan shows the building footprint, parking areas, play fields, and retention basins. Key features include:

- Building:** FF=1219.50, PAD=1218.8
- Play Field:** Located adjacent to the building.
- Retention Basin 1:** TOP=HME=18.0, BOT=17.0, Vp=9,271 CF
- Retention Basin 2:** TOP=HME=18.0, BOT=17.0, Vp=3,829 CF
- Easements and Setbacks:** Various easements and setbacks are shown, including a 35' R/W (Right of Way) on Erie Street.
- APNs:** The site is divided into several APNs: 302-65-007L, 302-65-104, 302-65-105A, 302-65-007N, 302-65-007T, 302-65-007R, and 302-65-007S.



THE PROPERTY IS LOCATED IN FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) FLOOD ZONE AB. A FLOOD PLAIN USE PERMIT WILL BE REQUIRED PRIOR TO CIVIL PLAN APPROVAL OR PERMIT ISSUANCE. THE ONSITE RETENTION MUST ACCOUNT FOR THE COMPENSATORY FLOOD VOLUME. THIS SITE IS WITHIN THE DETROIT BASIN AREA, THEREFORE, THE 100-YEAR 2-HOUR STORM IS NOT REQUIRED TO BE STORED ONSITE.

LANDCOR
CONSULTING

6959 E. Rembrandt Ave., #124
Mesa, AZ 85212
Ph: (480) 223-0873
landcorconsulting.com

**EL OASIS
PRELIMINARY GRADING PLAN**

CHANDLER, ARIZONA

REVISIONS:		DATE:

PRELIMINARY
GRADING PLAN

DATE: 3/8/21

PROJ. #:	1567
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PGD

1 OF 1





City Council Memorandum Economic Development Memo No. ED24-034

Date: June 24, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
Micah Miranda, Economic Development Director
From: Michael Winer, Economic Development Project Manager
Subject: Resolution No. 5809 Amendment to IGA with ASU for Business Incubation Services

Proposed Motion:

Move City Council pass and adopt Resolution No. 5809 approving an amendment to the Intergovernmental Agreement between the City of Chandler and the Arizona Board of Regents, on behalf of Arizona State University, for the delivery of business incubator and ecosystem building services, in an amount not to exceed \$275,000 annually, for the period of one year, beginning July 1, 2024, through June 30, 2025.

Background/Discussion:

Since 2009, the Chandler City Council has approved funding for local business incubator programming with the goal of supporting and elevating the entrepreneurial ecosystem to diversify the employment base and drive business and job growth in Chandler. Business incubator management services are currently being provided by Arizona State University ("ASU") through an intergovernmental agreement ("IGA") with the City of Chandler ("City"). The Chandler Endeavor Venture Innovation Incubator ("Chandler Endeavor") program is housed at the ASU Chandler Innovation Center and managed by a team of community entrepreneurship leaders from ASU's J. Orin Edson Entrepreneurship + Innovation Institute ("Edson E+I"). The IGA between the City and ASU has an initial one-year term of July 1, 2023, through June 30, 2024, and the proposed amendment would extend the term for another one year, from July 1, 2024, through June 30, 2025.

The City's Economic Development Division has been satisfied with the progress ASU's Edson E+I team has made in building the Chandler Endeavor program, providing valuable support to local entrepreneurs and startup companies, and engaging with the community. Below are performance measures established for the 2023-24 contract year. The column on the right shows ASU's performance through May 21, 2024. A revised Scope of Services and updated Performance Measures have been prepared for the second term of the IGA. ASU will continue to provide the city with quarterly progress reports.

Performance Measure	2023-24 Targets	2023-24 Actuals¹
Total people engaged in the Chandler Endeavor ecosystem	1,000	940
Ventures engaged in Cluster Cohorts Venture (Fall 2023) - 6 Accelerate (Spring 2024) - 6	12	12
Total number of ventures given access to private office space	6	7
Average Net Promoter Score for all ASU Edson E+I initiated programming ²	60%	89.9%
Chandler ecosystem Connectivity Score ³	TBD	Survey in progress

1. Data is for the period July 1, 2023, through May 21, 2024. Contract term runs through June 30, 2024.

2. Customer satisfaction metric based on participant surveys, with 60% being industry average for educational training.

3. Score measures the number of connections the average entrepreneur has to other entrepreneurs in the community. Goal is to increase over time.

Financial Implications:

A one-time decision package request has been submitted for the Fiscal Year 2024-25 budget to make funds available for the second term of the IGA in the Innovations cost center account 101.1590.5219.0000. If funding is not approved by City Council for the second year of this contract, there are provisions within the contract where the city can terminate the remainder of the contract without any further obligations.

Attachments

RESOLUTION NO. 5809

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AN AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHANDLER AND THE ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY FOR THE DELIVERY OF BUSINESS INCUBATOR AND ECOSYSTEM BUILDING SERVICES.

WHEREAS, the City of Chandler (“City”) leases to the Arizona Board of Regents, for and on behalf of Arizona State University (together, “ASU”), the ASU Chandler Innovation Center (“ACIC”) located at 249 East Chicago Street, in Chandler, Arizona, pursuant to a Lease Agreement between the City and ASU dated May 28, 2013; and

WHEREAS, the City and ASU entered into an Intergovernmental Agreement dated July 1, 2023, for the delivery of business incubator and ecosystem building services by ASU at the ACIC for an amount not to exceed \$275,000 annually; and

WHEREAS, the City now wishes to amend the Intergovernmental Agreement to (i) extend its term for an additional one-year term from July 1, 2024 through June 30, 2025, and (ii) update the scope of services and performance measures, as more fully described in the amendment agreement.

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 Intergovernmental Agreement between the City of Chandler and the Arizona Board of Regents on behalf of Arizona State University for the delivery of business incubator and ecosystem building services.

Section 2. Authorizing the Mayor to sign and execute Amendment No. 1 on behalf of the City of Chandler.

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

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5809 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of June, 2024 and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY





**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF CHANDLER, ARIZONA
AND
ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY
FOR
DELIVERY OF INCUBATOR AND ECOSYSTEM BUILDING SERVICES**

THIS AMENDMENT NO. 1 ("Amendment") is entered into _____, 2024 ("Effective Date), by and between the City of Chandler, an Arizona municipal corporation ("City"), and the Arizona Board of Regents, a body corporate, for and on behalf of Arizona State University ("ASU"). The City and ASU are sometimes jointly referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the Parties entered into an intergovernmental agreement for the provision of incubator and ecosystem building services ("Agreement"); and

WHEREAS, the term of the Agreement was July 1, 2023, through June 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 to amend the Agreement as follows:

1. The recitals are accurate and are incorporated and made a part of the Agreement by this reference.
2. Extend the term of the Agreement for an additional one-year term: from July 1, 2024 through June 30, 2025.
3. Amend Exhibit A, Scope of Services: ASU shall provide the services as set forth in the Scope of Services attached hereto as Amended Exhibit A and incorporated herein by reference.
4. Amend Exhibit B, Fee Schedule: ASU's compensation and fees shall be as more fully described in the Amended Exhibit B attached hereto and incorporated herein by reference.

5. Amend Exhibit C, Performance Measures: Specific performance targets are attached hereto as Amended Exhibit C (Performance Measures) and incorporated herein by reference and shall be used to evaluate and report progress on ASU's performance of the Scope of Services.
6. 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 and the Agreement, the terms and conditions in this Amendment prevail and control.

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

CITY OF CHANDLER

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____

City Attorney



ATTEST:

By: _____

City Clerk

**ARIZONA BOARD OF REGENTS FOR AND ON
BEHALF OF ARIZONA STATE UNIVERSITY**

By:  _____

Its: Executive Vice President, Knowledge Enterprise, ASU

APPROVED AS TO FORM:

By: *Benjamin Mitsuda* _____

Office of General Counsel,
Arizona State University

AMENDED EXHIBIT A SCOPE OF SERVICES

ASU will develop a program and a method of delivering incubator and ecosystem-building services. ASU Edson E+I activities and deliverables include:

Facility Management

- Maintain office space at the ASU Chandler Innovation Center to provide a location for business incubation/acceleration and co-working activities.
- Provide access to a co-working area for companies and individual entrepreneurs that offers space and access to standard office resources, such as high-speed internet, copy machines, video conference infrastructure, and printers.
- Provide staff to manage the facility and tenants during the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday, except on designated City holidays.
- Track client usage and requests to ensure onsite staffing and program hours meet client needs.
- Implement an application and escalation process for ventures that wish to license a private office.

Client Recruitment & Development

- Recruit technology-enabled ventures into the Chandler Endeavor entrepreneurial ecosystem.
- Implement an onboarding process with screening for clustered support tracks.
- Manage client onboarding, including execution of agreements and communication of program rules and requirements, for both resident and non-resident clients.
- Provide regular venture development support, to be delivered by ASU staff and mentors.
- Develop custom venture incubation programming that aligns with local needs and strengths through Chandler Endeavor.
- Assess clients' growth and advancement through programming.
- Analyze program timing and delivery methods to determine client interest levels and value.
- Encourage long-term engagement in the ecosystem and leadership in future development.
- Encourage clients to remain in Chandler after program participation and scaling. ASU Edson E+I will work collaboratively with the City's Economic Development Division to establish a process to retain clients in the community.

Events: ASU Edson E+I is expected to host entrepreneurial programming and events, including:

- Outreach events for clients, mentors, community members, and investors.
- Monthly connectivity events with diverse learning modalities.
- Founder meet ups to encourage peer to peer learning and accountability.
- Large ecosystem-wide community convening.

Entrepreneurial Ecosystem Building

- Recruit targeted industry mentors and technical support providers who will commit time to support Chandler Endeavor ventures.

- Work with ventures to create an engagement strategy to advance their individual venture while providing leadership and support to other community founders.
- Develop partnerships (Arizona State University, University of Arizona, Maricopa SBDC, Chandler Chamber of Commerce, #yesphx, Arizona Tech Investors, Arizona Founders Fund, and other groups) to support client recruitment and enhance delivery of programs, services and events.
- Work with university-wide resources to provide access to specialty equipment, researchers, student support and internship opportunities.

Strategic Plan & Marketing Activities

- Outline recommendations for the further development of the Chandler entrepreneurial ecosystem based on a comprehensive ecosystem assessment. Strategy and future iterations of the program will align with the findings of the assessment and serve as a guidepost for other partners engaging in the ecosystem.
- Maintain a dedicated program webpage with information on business incubation/acceleration services, co-working services, events, news, and how to become a client.
- Promote the program on social media.
- Engage at local, regional and global events that promote Chandler Endeavor and the City of Chandler as a leader in innovative entrepreneurial ecosystem building support.
- Ensure all marketing materials created for the program clearly communicate that it is sponsored by the City of Chandler.

Reporting: ASU Edson E+I is expected to provide the following reports to the City's Economic Development Division:

- Quarterly reports on program milestones, traction, lessons learned, success stories, and the established performance measures shown in Exhibit C of this agreement.
- An annual report on how the program has helped cluster cohort and private space user ventures raise capital, generate revenue, and create job opportunities (employment, internships, contractors).
- An annual report on the diversity of founders engaged in the program with the goal of program participants being an accurate reflection of the diversity of Chandler.
- An annual connectivity survey that measures the overall advancement of the connectivity of the ecosystem.

**AMENDED EXHIBIT B
FEE SCHEDULE**

The fee below is inclusive of all costs associated with performance of services described in the Scope of Work.

**Incubator and Ecosystem-Building
Management Services**

\$22,916.67 per month, inclusive

AMENDED EXHIBIT C PERFORMANCE MEASURES

The performance targets below shall be used to evaluate and report progress on ASU's performance of services described in the Scope of Work:

Annual Performance Measure	FY 24-25 Targets
Total people engaged in the Chandler Endeavor ecosystem (unique innovators engaged in connectivity events, email signups, one on one wayfinding assessments, collaboration co-working space users). A secondary goal is to engage 100 new people during the contract year.	500
Ventures engaged in Cluster Cohorts (in-depth mentoring, founder accountability meetings and industry-specific resources in six-month cohort tracks) Venture (Fall 2024) - 6 Accelerate (Spring 2025) – 6	12 The specific names of ventures to be listed per cohort.
Total number of ventures given access to private office space	6
Average Net Promoter Score for all ASU Edson E+I initiated programming ¹	60%
Chandler ecosystem Connectivity Score ²	TBD
Average Funding Readiness Score for client ventures (scale of 1 – 5) ³	2 – 3
Venture Challenge pitch competition / funding events hosted	2

1. Net Promoter Score is a customer satisfaction metric to measure the quality of an experience for an individual based on a single survey question asking participants to rate the likelihood that they would recommend the program to a friend or colleague. A score of 100% indicates that all participants surveyed would enthusiastically promote the program. Industry average for educational training is 60%.
2. The Connectivity Score is a metric used to assess the strength and density of entrepreneurial networks within a community. It is obtained through an annual survey that measures how many entrepreneurs individuals can identify or know within their community. The survey is distributed widely in the Chandler community to establish a baseline score.

The objective would be to see an increase in the overall Connectivity Score each year, which serves as an indicator of the broader impact of a program or initiative on the community. The underlying premise is based on ecosystem building theory, which suggests that communities with robust networks of entrepreneurs are more resilient and capable of fostering a diverse range of successful ventures. This, in turn, leads to a higher quality of life and sustainable economic impact over time.

For instance, a Connectivity Score of 9.4 would indicate that, on average, entrepreneurs in the broader community are acquainted with or have connections to nine other entrepreneurs. This score demonstrates a relatively low

entrepreneurial network within the community. By actively working to increase this score, the aim is to enhance collaboration, knowledge sharing, and support among entrepreneurs, thereby promoting economic growth and community development.

3. Funding readiness frameworks are used to help ventures better understand the different elements investors evaluate when determining whether to invest. They inform a venture's financing strategy, identifying at what stage of development different funding is ideal. The VIRAL framework created by Village Capital is one example that has been beta-tested. ASU is creating a custom framework with language that is more accessible and can be easily applied to different industries. The survey will determine a baseline of funding readiness at the start of a venture's participation in Chandler Endeavor and the venture will be reassessed as it progresses through the program. The framework will assign a score of 1 – 5 with 5 being most ready for higher stages of funding.



City Council Memorandum Economic Development Memo No. N/A

Date: June 24, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
From: Kimberly Janes, Economic Development Senior Program Manager
Subject: Agreement No. ED3-920-4587, Amendment No. 1, for Search Engine Optimization and Pay Per Click Services

Proposed Motion:

Move City Council approve Agreement No. ED3-920-4587, Amendment No. 1, with Simpleview Worldwide, Inc., for search engine optimization and pay per click services, in an amount not to exceed \$109,200, for a one-year period, beginning July 1, 2024, through June 30, 2025.

Background/Discussion:

The Proposition 302 Maricopa County Grant program (Prop 302) is available to designated destination marketing organizations within Maricopa County and is administered by the Arizona Office of Tourism. This grant program provides funding for new and expanded tourism marketing activities such as advertising, website development, public relations and travel industry marketing that promotes the community as a travel destination. The City of Chandler has utilized Prop 302 to fund the development, maintenance, and support of the city's tourism website, www.VisitChandler.com, since 2003.

The responsive website features essential Chandler tourism information including, but not limited to, hotel accommodations, attractions, a calendar of events, and a dining guide. It is a key marketing tool to reach potential visitors.

VisitChandler.com is featured in all promotional materials and advertisements and is also used to measure the success of marketing campaigns and general promotions. The website is a key source of information for people researching travel to Chandler and continues to drive online traffic. For the Fiscal Year (FY)

2023-2024, year-to-date traffic through May 2024, the tourism website has generated more than 434,000 sessions, representing a 16.1% increase in traffic compared to the same period in FY 2022-2023.

Pay-per-click (PPC) ads are strategically placed website advertisements that appear on the right and at the top of natural search engine results for specific keywords and phrases. PPC is typically a strong marketing strategy when trying to rank highly competitive keywords and phrases with immediate results. Search Engine Optimization (SEO) is an organic method of increasing the likelihood that a website is found by a user when searching for a keyword or phrase through a search engine, thereby connecting the user with the content they are seeking. SEO is a strong, long-term strategy that requires a continual investment of time but provides lasting website growth.

In recent years, PPC advertising costs have consistently increased due to rising costs associated with rising advertising demand for coveted placement with more advertisers competing for the same traffic. For FY 2024-2025, a 20% increase in the PPC media spend, from \$4,000 per month to \$4,800 per month (a \$9,600 overall increase for the fiscal year) has been allocated.

Evaluation:

On July 6, 2023, the City executed an agreement with Simpleview Worldwide, Inc., for search engine optimization and pay-per-click services, following a competitive request for proposal process. The not-to-exceed amount in the first year of the agreement was \$99,600. In this first extension term, additional funds will be dedicated to pay-per-click media. There are no changes to the underlying terms, conditions, or pricing. Staff recommends extension of this agreement.

Financial Implications:

Funding for this agreement is contingent upon awarding and acceptance of the FY 2024-2025 Proposition 302 Maricopa County Grant.

Fiscal Impact				
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
217.1580.5219.0.3ED001.0	Grant Fund	Prop 302 Maricopa County Grant	\$109,200	N

Attachments

Amendment



City Clerk Document No. _____

City Council Meeting Date: June 27, 2024

**AMENDMENT TO CITY OF CHANDLER AGREEMENT
SEARCH ENGINE OPIMIZATION AND PAY PER CLICK SERVICES
CITY OF CHANDLER AGREEMENT NO. ED3-920-4587**

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 Simpleview Worldwide, Inc. (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2024 (Effective Date).

RECITALS

WHEREAS, the Parties entered into an agreement for search engine optimization and pay per click services (Agreement); and

WHEREAS, the term of the Agreement was July 1, 2023, through June 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 July 1, 2024, through June 30, 2025.
3. Section IV, Price is amended to read as follows: The City will pay the Contractor the per unit cost set forth in Revised Exhibit B of the original Agreement, attached to and made a part of this Amendment No. 1. Total payments made to the Contractor during the term of this Amendment No. 1 will not exceed \$109,200.

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: Scott Meredith

Its: Head of Contracts & Procurement

APPROVED AS TO FORM:

By: _____
City Attorney 

ATTEST:

By: _____
City Clerk

REVISED EXHIBIT B COMPENSATION AND FEES

Fees are inclusive of all costs associated with the Scope of Services.

Section 1: Search Engine Optimization (SEO) Engagement	
Engagement Tier - Premium	\$3,500 per month
Content Planning Consultation, Meta Tag Optimization, Duplicate Content Check, Enhanced Structured Data (SCHEMA), Quarterly Campaign-focused Keyword Research & Analysis, Annual Competitive Analysis Report, Quarterly CRO (up to two), CRO design work	Included
Content Creation: Up to (ONE) 1,000-Word Content (1 Image) Quarterly and (TWO) 500-Word Content (2 Images) Monthly	Included
Reporting: Monthly Standard Reporting, Annual Year-end Summary, and 1-Page Enhanced Monthly Analytics Reporting – Custom Report Pages	Included
Section 2: Pay Per Click	
PPC Media	\$4,800 per month
PPC Management & Reporting (20% of Annual Spend up to \$150,000 PPC Spend)	\$800.00 per month
Section 3: Total Annual Cost	
	\$109,200 per year
Section 4: Hourly Rates	
Staff roles and hourly rates for services in addition to the Scope.	
Lela Scott MacNeil, Digital Media Analyst	\$125 per hour
Leanna Gonzalez, SEO Analyst	\$125 per hour

**City Council Memorandum Fire Memo No.**

Date: June 24, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Thomas Dwiggin, Fire Chief
From: Haley Bartosik, Senior Management Analyst
Subject: Resolution No. 5819 Approving an Intergovernmental Agreement Extension between the City of Chandler and the Chandler County Island Fire District for the Provision of Emergency Services

Proposed Motion:

Move City Council pass and adopt Resolution No. 5819 approving an Intergovernmental Agreement (IGA) extension between the City of Chandler and the Chandler County Island Fire District for the provision of emergency services.

Background/Discussion:

The Chandler Fire Department (CFD) has provided emergency medical and fire protection services to the Chandler County Island Fire District ("Fire District") since 2009. In 2019, CFD entered into the current IGA with the Fire District under which it is providing emergency services. The current IGA is set to expire on June 30, 2024, and contains an option to renew for an additional five (5) year term. CFD will continue to provide the same services as currently outlined in the existing IGA for the additional five-year term beginning on July 1, 2024.

Per the existing IGA, CFD's scope of services includes a response to calls for fire protection services for property within the Fire District, provided that the City is paid for all costs associated with these services. Fire protection services include services related to fire suppression, fire prevention, fire inspection, and emergency medical services. The City provides services to the Fire District in the same manner that it provides services within the City's jurisdictional limits. The City is also responsible for providing fire and emergency medical dispatch services for incidents within the Fire District, as well as utilizing the same radio transmitting

and receiving equipment that it utilizes within its own jurisdiction. On an annual basis, the City responds to an average of 250 compensated calls for service within the Fire District.

Financial Implications:

The financial implications will remain as detailed within the current IGA. The IGA requires the Fire District to pay for emergency services provided by CFD based on the payment formula outlined within the Agreement. The formula utilizes the Department's annual budget, City of Chandler Primary Assessed Value (AV), County Island Assessed Value, and direct costs associated with service (staffing for the water tender, dispatch costs, vehicle replacement costs etc.). These values are used to create a calculated combined rate per \$100 of Assessed Value. This rate is then applied back to the County Island Assessed Value to determine the annual fee. In FY 2023-24, the combined AV was 1.8727, with the CCIFD Primary AV at \$59,689,009. The resulting annual fee for FY 2024-25 for CCIFD is \$1,117,796.

Attachments

Resolution No. 5819
CCIFD IGA Extension
Original IGA_2019

RESOLUTION NO. 5819

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT EXTENSION BETWEEN THE CITY OF CHANDLER AND THE CHANDLER COUNTY ISLAND FIRE DISTRICT FOR THE PROVISION OF EMERGENCY SERVICES.

WHEREAS, A.R.S. § 9-500.23 authorizes a city to provide fire protection services outside of its corporate limits to non-contiguous county islands formed into a fire district pursuant to an intergovernmental agreement; and

WHEREAS, on May 28, 2019, the City of Chandler (the “City”) and the Chandler County Island Fire District (“Fire District”) entered into an intergovernmental agreement (“IGA”) for the provision of fire protection services and emergency medical services within the Fire District under payment terms outlined in the IGA and exhibits thereto; and

WHEREAS, the IGA expires on June 30, 2024, unless the parties agree to elect the IGA’s option to renew for an additional five (5) year term; and

WHEREAS, the Parties now wish to extend the term of the IGA for an additional five (5) years to provide the same services under the same terms and conditions as outlined in the current IGA.

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

Section 1. Approving the Intergovernmental Agreement Extension with an effective date of July 1, 2024, between the City of Chandler and the Chandler County Island Fire District.

Section 2. Authorizing the Mayor to execute the Intergovernmental Agreement Extension on behalf of the City of Chandler.

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

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5819 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



INTERGOVERNMENTAL AGREEMENT EXTENSION

EXTENSION TO THE INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF FIRE PROTECTION SERVICES BETWEEN THE CITY OF CHANDLER AND THE CHANDLER COUNTY ISLAND FIRE DISTRICT

This INTERGOVERNMENTAL AGREEMENT EXTENSION ("Agreement") is made and entered into by and between the City of Chandler, an Arizona municipal corporation (the "City"), and the Chandler County Island Fire District, a political subdivision of the State of Arizona (the "Fire District") (collectively, the "Parties"), effective this _____ day of _____, 2024.

WHEREAS, on May 28, 2019, the Parties entered into an Intergovernmental Agreement ("IGA") for the provision of fire protection services and emergency medical services within the Fire District; and

WHEREAS, Article 3 of the IGA provides that the IGA may be renewed for an additional five (5) year term by mutual agreement of the Parties; and

WHEREAS, the Parties now wish to extend the term of the IGA for an additional five (5) years.

NOW THEREFORE, in consideration of the mutual promises of the Parties, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to an extension of the IGA for a period of five (5) years, to expire on June 30, 2029. All other terms and conditions of the IGA shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first written above.

City of Chandler

By: _____

Its: Mayor

APPROVED AS TO FORM:

City Attorney *AK*

ATTEST:

City Clerk

Chandler County Island Fire District

By: *J. Stenber*

Its: Board Chair

APPROVED AS TO FORM:

Nicolas J. Cornelius
Legal Counsel for the Fire District
Nicolas J. Cornelius

When recorded, return to:

Chandler City Clerk
Mail Stop 606
PO Box 4008
Chandler, AZ 85244-4008

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
ADRIAN FONTES
20190431929,06/10/2019 04:32
ELECTRONIC RECORDING
CountyFire-12-1-1--N

CAPTION HEADING:

Intergovernmental Agreement
(IGA) between the City of
Chandler and the Chandler
County Island Fire District
for the provision of
emergency services, within
the City of Chandler's
corporate limits.

DO NOT REMOVE

This is part of the official document.

INTERGOVERNMENTAL AGREEMENT FOR THE
PROVISION OF FIRE PROTECTION
SERVICES BETWEEN THE CHANDLER COUNTY ISLAND
FIRE DISTRICT AND THE CITY OF CHANDLER

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this 28th day of May, 2019, between the City of Chandler, an Arizona municipal corporation ("the City"), and the Chandler County Island Fire District, a political subdivision of the State of Arizona ("the Fire District"), collectively referred to in this Agreement as the "parties".

WHEREAS, Section 1.03, of the City's Charter, and A.R.S. §11-952, et. seq., authorize the City, and A.R.S. §48-853(A)(9)(a) and §48-853(A)(10) authorize the Fire District, to enter into intergovernmental agreements for the provision of joint action or services, including the fire protection services; and

WHEREAS, A.R.S. §48-853 authorizes a city to provide fire protection services outside its corporate limits to non-contiguous county islands formed into a Fire District; and

WHEREAS, the Chandler County Island Fire District has been duly formed by the Maricopa County Board of Supervisors in accordance with A.R.S. § 48-851, et.seq.; and

WHEREAS, the City is willing to provide Fire Protection Services for property within the Fire District provided that the City is paid for all costs associated with providing these services in accordance with the terms of this Agreement; and

WHEREAS, the parties desire to enter into an agreement to provide Fire Protection Services within the boundaries of the Fire District pursuant to the terms set forth below.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in this Agreement, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

Article 1. Definitions.

A. "City Fire Code" means the current City adopted edition of the International Fire Code as amended by Chapter 28, Code of the City of Chandler, adopted by the City pursuant to ordinance.

B. "Emergency Medical Services" means emergency medical services performed by the City's fire department personnel as a first responder. It does not include ambulance services as regulated by Title 36 of the Arizona Revised Statutes.

C. "Fire Protection Services" means those services relating to fire suppression, fire prevention, fire inspection and Emergency Medical Services to be provided by the City to the Fire District in the manner set forth in this Agreement.

Article 2. Fire District Area.

The area comprising the Fire District is that area approved by the Maricopa County Board of Supervisors set forth in **Exhibit A**, which is attached hereto and, by this reference, made a part of this Agreement.

Article 3. Term of Agreement.

This Agreement shall be effective on the date that both parties have executed it and, unless renewed, amended or terminated early in conjunction with the terms hereof, shall expire on **June 30, 2024**. The City will begin providing Fire Protection Services pursuant to this Agreement five (5) calendar days after the later of execution by the parties, submission of proof of insurance coverage meeting the requirements set forth in Article 15, and certification by the Maricopa County Attorney that the negotiations and proposals reflected in this Agreement are based on commercially reasonable assumptions. This Agreement may be renewed for an additional five (5) year term by mutual agreement of the parties. If the Fire District wishes to renew this Agreement, it shall provide the City with written notice of its desire to renew at least 180 days prior to the expiration of the Agreement.

Article 4. Scope of Services and Response Performance.

A. Response to Calls for Fire Protection Services. The provision of Fire Protection Services by the City pursuant to this Agreement shall be subject to the limitations of personnel and equipment available to provide response within the Fire District and the City. The City will provide Fire Protection Services to the Fire District in the same manner as it provides these services within the City's jurisdictional limits. The City specifically represents that is not guaranteeing any response times, or agreeing to obtain any additional, specific response capacity or infrastructure by virtue of its obligations under this Agreement.

B. Response Issues. The City's response to any call for Fire Protection Services within the Fire District may be impacted by the issues described in Articles 6 and 11 of this Agreement.

Article 5. Payment for City Services.

A. Fee for Services.

1. 2019 Fiscal Year. The fee to be paid by the Fire District to the City for providing Fire Protection Services to the Fire District pursuant to this Agreement during any part of the City's 2019 fiscal year (July 1, 2019 through June 30, 2020) shall be in an amount that is 1/365 of what the 2019 fiscal year annual fee set forth in **Exhibit B** would be if Fire Protection Services were provided for the entire year. **Exhibit B** is attached

hereto and, by this reference, made a part of this Agreement. This fee is based on the portion of the City's fiscal year budget attributable to the City's Fire Department operations and the property comprising the Fire District set forth in **Exhibit A** as of the commencement of this Agreement.

2. Subsequent Fiscal Years. The fee to be paid by the Fire District to the City for providing Fire Protection Services to the Fire District pursuant to this Agreement for all fiscal years subsequent to the 2019 fiscal year shall be provided to the Fire District on or before June 30, starting on June 30, 2019. The Fire District acknowledges that the fee paid to the City by the Fire District is a function of the annual budget adopted by the City for the Fire Department and the property then comprising the Fire District. As the City's Fire Department budget and the area comprising the Fire District is revised in subsequent fiscal years, the fee paid by the Fire District to the City for Fire Protection Services shall be revised in a manner consistent with the methodology set out in **Exhibit B** to this Agreement. The City agrees to provide the Fire District with all public documents distributed by the City, at the time they are distributed, related to development, review and final adoption of the City's Fire Department Budget.

B. Payment Terms. The Fire District shall pay the City the annual fee for the Fire Protection Services provided pursuant to this Agreement in two (2) installments, the first on November 15th and the second on May 15th. The first such payment shall be made on or before November 15th and shall cover half the fees for services provided during the first half of the fiscal year and all of the fees for services provided before July 1st. The second payment shall be made on or before May 15th and cover the second half of the fees for services provided for the fiscal year. Each of the two (2) installment payments to be made for services provided during subsequent fiscal years shall cover one half of the annual fee for that fiscal year. The Fire District's payment obligation shall survive the termination or expiration of this Agreement.

C. Termination During a Fiscal Year. If this Agreement is terminated early the fee for providing Fire Protection Services in any fiscal year shall be prorated to reflect the number of days that this Agreement was in effect during that fiscal year.

Article 6. Issues Potentially Impacting City Performance.

While the City has agreed to provide Fire Protection Services to property within the Fire District, it is agreed that the City must protect the safety of its emergency response personnel and that certain infrastructure issues and hazardous material storage practices, which would not be permitted within the City, may currently exist within the Fire District, increasing the risk to the City's first response personnel. It is also agreed that, where these infrastructure issues and hazardous material storage practices are implicated, they may limit the scope and effectiveness of the services that the City will provide to properly located within the Fire District. As a result, the following limitations are acknowledged by the Fire District.

A. Bridges. City may not be able to respond to a call for Fire Protection Services, or may need to alter its typical or preferred response methodology, where access to the property within the Fire District requires the crossing of a bridge that has not been demonstrated to satisfy the requirements of the City's Fire Code. Any demonstration of compliance with this bridge

standard offered by the Fire District must be to the satisfaction of the City.

B. Site Access. The City may not be able to respond to a call for Fire Protection Services, or may need to alter its typical or preferred response methodology, where the street leading to the property within the Fire District is not adequately designed or maintained to support large or heavy emergency response vehicles or where access to the site is otherwise limited by structural issues.

C. Water Supply. The City will be severely limited in its ability to provide effective fire suppression service to property within the Fire District without proximately located fire hydrants or where any proximately located hydrants have inadequate water pressure. It is also acknowledged that the City's ability to haul water to property within the Fire District is limited.

D. Hazardous Substances. The City will be limited in its ability to provide effective Fire Protection Services to property within the Fire District that may store or use hazardous materials where the quantities, location and handling practices for these hazardous materials are not documented and provided to the City before an emergency response and where the location and handling practices are not in compliance with the City's Fire Code.

E. Structural Integrity. The City will be limited in its ability to provide effective Fire Protection Services for structures located on property with the Fire District, particularly commercial and industrial structures, without documentation as to the composition, room location and structural integrity of those structures before an emergency response and where the structure does not comply with the provisions of the City's Fire Code.

F. Knowledge of Hazards. The City will generally not enter commercial and industrial structures to provide Fire Protection Services in response to a structure fire where hazardous materials may be stored unless (1) the City has previously been given access to the property to become familiar with the operations, contents and physical characteristics of the structure, and (2) the operations and physical characteristics of the structure generally conform to standards set forth in the City's Fire Code. The decision as to whether to enter any facility, even where previous access has been provided, will rest solely with the battalion commander in charge of the response, based on risk management profiles.

G. Other Issues and Universal Precautions. All Fire Protection Services will be provided to the Fire District consistent with the geography of the Fire District, the location of Fire Stations, current infrastructure, water access, streets and building codes of the Fire District property. It is agreed that the recitation of some safety-related issues in this Article is not meant to be all-inclusive. It is agreed further that the City will generally use "universal precautions," meaning it assumes the worst, when dealing with unknown conditions while providing Fire Protection Services in compliance with the terms of this Agreement.

Article 7. Inspection, Code Enforcement and Notice of Safety Issues.

A. Notification of Performance Issues. Neither the City nor the Fire District will have any obligation to inspect for, or notify the other of, any of the issues potentially impacting

City performance provided in Articles 6 and 11 of this Agreement that may exist on a property within the Fire District. Both parties, however, are encouraged to notify the other of safety issues that it discovers.

B. Adoption of Fire Code and Appointment of Fire Chief. As required pursuant to A.R.S. § 48-853(A)(4), (5) and (6), the Fire District hereby appoints the City fire chief as the fire chief of the Fire District and adopts the City Fire Code. It shall be the Fire District's responsibility to keep three (3) copies of the City Fire Code on file for inspection.

C. Inspections. Pursuant to A.R.S. § 48-853(A)(6), the Fire District and the City have no authority to inspect residential properties within the Fire District. The City is hereby granted the right to inspect commercial and industrial properties within the Fire District to become familiar with the operations, contents and physical structures on such property.

D. No Direct Code Enforcement by the City. The City may review structural and operational issues with property owners located within the Fire District, make recommendations based on these reviews, and report compliance issues that it discovers to the State Fire Marshal, the Fire District or other applicable regulatory agencies. Notwithstanding the limited inspection and reporting rights granted to the City under this Agreement, any enforcement of the City Fire Code within the Fire District shall be prosecuted by either the Fire District, the Maricopa County Attorney's Office or the State Fire Marshall, not the City. The City will, upon request, provide reasonable assistance for any such enforcement action prosecuted by the Fire District, the Maricopa County Attorney's Office or the State Fire Marshall.

E. Monthly Report. The City will provide a report to the Fire District on or before the fifteenth of each month identifying the incidents responded to, inspections provided and City Fire Code violations discovered within the Fire District during the prior month. The report will also include new issues discovered impacting City performance pursuant to **Article 6** of this Agreement.

Article 8. Management of Fire Protection Services.

The City shall have sole responsibility for managing the day-to-day operations necessary for the provision of Fire Protection Services to the Fire District in conjunction with similar services provided within the City.

Article 9. Additional Infrastructure.

The City may, at its sole and exclusive election determine what, if any, infrastructure it will construct, and the location of that future infrastructure for any portions of the Fire District that are within the City's municipal planning area.

Article 10. Termination.

Either party has the right to terminate this Agreement at will after giving a 180-day written notice to the non-terminating party. Subject to the provisions of **Articles 16 and 17** of this

Agreement, either party may terminate this Agreement for cause by giving sixty (60) days' notice to the non-terminating party.

Article 11. Fire and Emergency Medical Dispatch Services.

The City will be responsible for providing fire and emergency medical dispatch services. The City will provide and utilize the same radio transmitting and/or receiving equipment within the Fire District relating to dispatch and communication services that it provides and utilizes within the City. It is agreed that the City may be limited in its ability to provide effective fire and emergency medical dispatch and communication services for structures located on property within the Fire District, particularly commercial and industrial structures.

Article 12. Other Fire District Agreements.

The Fire District is not an agent of the City and shall not enter into any other agreement that binds, or may bind, the City to act in any manner. Accordingly, the Fire District will not enter into any mutual aid agreements in its own name during the term of this Agreement.

Article 13. Indemnification.

A. Indemnification of the City. To the fullest extent permitted by law, the Fire District will defend, indemnify and hold harmless the City, its authorized agents, authorized representatives, officers, directors, officials and employees from and against injury or death of any person, loss or damage to any property or any allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, reasonable attorney fees, court costs and the cost of appellate proceedings, and all reasonable fees for experts and other professionals, related to, arising from or out of, or resulting from any actions alleged to have been caused by the City, its authorized agents, authorized representatives, officers directors, officials or employees directly attributable to the provision of services under this Agreement, excepting only gross negligence on the part of the City, its authorized agents, authorized representatives, officers, directors, officials or employees. This indemnification specifically includes any claim or expense associated with the City limiting the scope of the Fire Protection Services provided for a particular property within the Fire District in the manner specified in this Agreement.

B. Additional Indemnification. In addition to the indemnification provisions set forth in Subsection A, the Fire District will indemnify and hold harmless the City, its authorized agents, authorized representatives, officers, directors, officials and employees from and against claims or expenses, including penalties and assessments and attorney's fees to which they or any of them may be subjected to by reason of injury or death of any person, or loss or damage to any property directly contributed to or directly caused by:

1. Response Issues. The City's provision of Fire Protection Services to any person or property located within the Fire District to the extent that any claims or expenses are attributable to services that were adversely impacted by the existence of any issue potentially impacting the City's provision of Fire Protection Services within

the Fire District as described in **Articles 6 and 11** of this Agreement; and

2. Code Enforcement. A lack of applicable fire and building code enforcement regarding structures located on property within the Fire District or any lack of notice of any issue potentially impacting the City's provision of Fire Protection Services pursuant to this Agreement to any properly owner with in the Fire District; and

3. Clean Up. Any liability or claim associated with those services excluded under Article 14 of this Agreement.

C. Indemnity's Effect on the Insurance Provisions. The insurance provisions of this Agreement are separate and independent from the indemnity provisions of these articles and will not be construed in any way to limit the scope and magnitude of the indemnify provisions. The indemnity provisions of these articles will not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

D. Survive Termination. The Fire District's indemnification obligation shall survive the termination or expiration of this Agreement.

Article 14. Clean Up.

The City will not be responsible for, or provide any clean up relating to, spills, debris, residue or waste located within the Fire District including, without limitation, any debris, residue or waste that may be generated by providing Fire Protection Services under the terms of this Agreement.

Article 15. Insurance Representations and Requirements.

The Fire District will secure insurance coverage as set forth in **Exhibit C**, which is, by this reference, made a part of this Agreement. The City will meet its statutory obligation to maintain workers' compensation insurance for all of its employees providing services pursuant to this Agreement.

The City will be an additional insured to the full limits of liability purchased by the Fire District and Fire District insurance coverage must be primary and non-contributory with respect to all other available sources.

Article 16. Default and Remedies.

In the event that a party is in default under this Agreement, the other party will have all remedies available to them at law or in equity (including expedited equitable relief) whether under this Agreement or otherwise. The duties and obligations imposed by this Agreement and the rights and remedies available, other than the indemnification provisions, will be in addition to and not a waiver or limitation of any duties, rights and remedies otherwise imposed or available at law or equity.

A. Notice and Opportunity to Cure. Unless a breach of, or default under, this

Agreement will result in an imminent threat to public health, safety and welfare, the non-defaulting party will provide the defaulting party written notice of the alleged default and a reasonable opportunity to cure the default before the default becomes actionable. Notwithstanding the foregoing, the City may terminate this Agreement upon sixty (60) days' notice for a failure to timely pay the fees for Fire Protection Services in accordance with Article 5 or failure to maintain insurance in accordance with Article 15.

B. Dispute Resolution. Before conducting litigation relating to this Agreement, the City and the Fire District will negotiate in good faith and attempt to resolve any dispute, controversy, claim or default.

Article 17. Miscellaneous Provisions.

A. Governing Law. This Agreement shall be governed, construed and controlled according to the laws of the State of Arizona, and jurisdiction of any court proceedings will lie in the Maricopa County Superior Court.

B. Waiver. No delay or failure to exercise any right or remedy will constitute a waiver of the right or remedy, and no waiver by the parties of the breach of any provision of this Agreement will be construed as a waiver of any other provision.

C. Severability. The terms and conditions of this Agreement are severable. If for any reason, any court of law or administrative agency should deem any provision of this Agreement invalid or inoperative, the remaining provisions of this Agreement will remain valid and in full force and effect.

D. Legal Fees, Costs and Expenses. In the event either party brings any action for any relief, declaratory otherwise, arising out of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, expert witness fees and other taxable costs as determined by the court, and which will be deemed to have accrued on the commencement of the action.

E. No Partnership. It is not intended by this Agreement that anything contained in it will create any legally recognized partnership, legally recognized joint venture or legally recognized agency relationship between the City and the Fire District.

F. No Third-Party Beneficiaries. No term or provision of this Agreement will benefit any third party, or any other firm, organization or corporation not a party to this Agreement, and no person, firm, organization or corporation will have any right or cause of action under this Agreement.

G. Entire Agreement. This Agreement constitutes the entire Agreement of the parties. No representations, agreements or understandings, oral or written, other than this Agreement will vary its terms.

H. Counterparts. This Agreement may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Agreement will be deemed to possess the

full force and effect of the original.

I. Captions. The captions and headings used in this Agreement are solely for the convenience of the parties, do not constitute a part of this Agreement and are not to be used to construe or interpret this Agreement.

J. Conflict of Interest. Pursuant to the provisions of A.R.S. § 38-511, the City may cancel this Agreement, without fee reduction or obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity to any other party to the Agreement with respect to the subject matter of the Agreement. The City is unaware of any conflict as of the date of the execution of this Agreement.

K. Authority. Each party warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to sign this Agreement. Each Party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

L. Assignment. Neither party may assign or delegate the rights or obligations of this Agreement except with the written consent of the other party.

M. Non-Agents. This Agreement does not create a principal/agent relationship between the parties and neither party is hereby authorized to incur costs, expenses or other obligations on behalf of the other party.

N. Interpretation and Definitions. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not apply in the interpretation of this Agreement.

O. Time of the Essence. Time is declared to be of the essence of the performance of all terms, covenants, conditions and obligations contained in this Agreement.

P. Force Majeure. Either party will be excused for failures and delays in performance of its respective obligations under this Agreement due to any cause beyond its control and without fault. Nevertheless, each party will use its best efforts to avoid or remove those causes and to continue performance whenever the causes are removed, and will notify the other party of the problem.

Q. Amendment. Any amendment to or variation from the terms of this Agreement shall be in writing and shall become effective only after approval of both parties.

R. Exhibits. The Exhibits referred to herein and attached hereto are incorporated herein in by this reference.

S. Notice. Unless otherwise provided in this Agreement, all notices, demands, requests, consents, approvals and other communications (collectively "Notices") required by this Agreement will be given by certified, U.S. mail, postage prepaid or personally delivered, against receipted copy, at the address set forth below or at any other address as either party will, from time to time, designate in writing to the other given in the same manner specified in this Article. Notices will be considered received upon receipt, will be evidenced by a receipted copy (in the case of notices that are personally delivered), or as evidenced by the postal service receipt. Notice by facsimile or electronic mail will not be considered adequate notice.

If to the Fire District: Chairman
Chandler County Island Fire District
P.O. Box 8220
Chandler, Arizona 85246-8220

If to the City: Fire Chief
Chandler Fire Department
P.O. Box 4008, Mail Stop 801
Chandler, Arizona 85244-4008

T. Legislative Changes. Should the Arizona Legislature change the provisions of the legislation dealing with Non-Contiguous County Islands in such a manner as to deny either party the benefits of their bargain under the terms of this Agreement, the parties will negotiate in good faith to amend the Agreement in a manner so as to preserve the benefits of this Agreement to both parties. But if either party believes the legislation has been changed in such a manner as to deny the party the benefit of their bargain, that party may terminate this Agreement on giving the other party ninety (90) days written notice.

U. Non-appropriation of Funds. If funds are not appropriated by the City Council for this Agreement, the City must terminate this Agreement as required by A.R.S. §42-17106. If sufficient funds are not appropriated by the Fire District Board to comply with the terms of this Agreement, the Fire District may terminate this Agreement upon written notice to the City as set forth hereinabove.

The parties have executed this Agreement by signing their names on the day and year first written above.

CITY OF CHANDLER

FIRE DISTRICT

By: Kevin Hartke
Its: Mayor

By: Edmund R. Hunt
Its: Board Chair

ATTEST:

Breana Zaba
City Clerk *acting*



Certification by City Attorney

The undersigned attorney for the City certifies that the attorney has reviewed this Agreement and finds that it is in proper form and within the power and authority granted to the City under the laws of the State of Arizona.

Breana Meng
for City Attorney *pm*

Certification by Fire District Attorney

The undersigned attorney for the Fire District certifies that the attorney has reviewed this Agreement and finds that it is in proper form and within the power and authority granted to the Fire District under the laws of the State of Arizona.

Nicholas J. Guelin
Fire District Attorney

**City Council Memorandum Fire Memo No.**

Date: June 24, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Thomas Dwiggins, Fire Chief
From: Megan Dryer, Management Analyst Senior
Subject: Resolution No. 5816 Collaboration Agreement with Arizona State University
for AmeriCorps Program Participation

Proposed Motion:

Move City Council pass and adopt Resolution No. 5816 authorizing a Collaboration Agreement with the Arizona Board of Regents, for and on behalf of Arizona State University, for participation in the AmeriCorps Program.

Background/Discussion:

The City of Chandler Fire Department (CFD) seeks to enter a Collaboration Agreement with Arizona State University (ASU) for continued participation in the AmeriCorps Program. CFD has partnered with this program for the last two years. The current agreement will terminate on August 31, 2024, unless renewed by the mutual written agreement of both parties.

Managed by ASU's School of Social Work, the Survivor Link AmeriCorps program, funded by the Arizona Governor's Office of Youth, Faith, and Family, aims to enhance knowledge of healthy relationships and provide domestic violence intervention. AmeriCorps receives funding from a variety of entities, and this specific program receives funding in relation to domestic violence intervention/prevention. Because Crisis Response Unit staff serve as victim advocates, participants engage in providing information and resources regarding victim compensation, orders of protection, and safety planning, all of which qualify as components of this program.

CFD has hosted three individuals within this program to date, and anticipates

hosting two additional participants moving forward. Participants must complete 300 hours per semester overall, typically working 12 hours per week. Students must also be Master of Social Work (MSW) students to participate. Interns are supervised by the Department's full-time Senior Crisis Interventionists and Crisis Intervention Senior Program Manager, and work out of Station 283 in which the Crisis Response program is stationed. Interns work with Crisis Interventionists and respond to 911 service calls in which Crisis Response services are dispatched. The program aids the Department in providing a higher level of service, as interns retain applicable degrees, education, and experience to help provide services to individuals requiring assistance.

Interns receive vast training prior to beginning their roles within the Department. Training courses include 10-12 hours of Regional Crisis Interventionist Training, CFD-specific protocol training, 24 hours of observational ride-alongs with the CR288 unit, equipment training, review of Departmental Standard Operating Guidelines, and the completion of critical City-required courses.

The City of Chandler Fire Department wishes to continue to host AmericCorps program participants to deliver these services. Approval of this agreement will enhance the Department's capacity to provide continued essential education and intervention services, representing a significant step toward improving community safety and well-being.

Financial Implications:

There is no anticipated financial impact associated with the approval of Resolution No. 5816.

Attachments

Resolution No. 5816

City of Chandler and ASU AmericCorps Partnership Agreement

RESOLUTION NO. 5816

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA APPROVING A COLLABORATION AGREEMENT BETWEEN THE CITY OF CHANDLER FIRE DEPARTMENT AND THE ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY.

WHEREAS, the City of Chandler Fire Department (“CFD”) desires to collaborate with Arizona State University (“ASU”) to act as a host site for the assignment of AmeriCorps member(s) to perform healthy relationships education or/and domestic violence intervention services through ASU’s School of Social Work Survivor Link AmeriCorps program;

WHEREAS, ASU is the recipient of award NO. AC-FOR-21-031722-02-Y2 from the State of Arizona, Governor’s Office of Youth, Faith, and Family for ASU’s participation in the AmeriCorps Program;

WHEREAS, the parties wish to enter into a Collaboration Agreement setting forth the responsibilities of each party relating to the hosting and supervision of AmeriCorps members at the City.

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

Section 1. Approving the Collaboration Agreement between the City of Chandler Fire Department and the Arizona Board of Regents, for and on behalf of Arizona State University, and authorizing the Mayor to execute the Collaboration Agreement on behalf of the City of Chandler.

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

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5816 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

COLLABORATION AGREEMENT
Between
City of Chandler Fire Department
and
The Arizona Board of Regents for and on behalf of
Arizona State University

This COLLABORATION AGREEMENT ("Agreement") is made and entered into by and between:

The City of Chandler, by and through its Fire Department, having a place of business at 151 East Boston Street, Chandler, Arizona 85225 ("Collaborator" or "Host Site"), and the Arizona Board of Regents for and on behalf of Arizona State University ("ASU"), an institution of higher learning established by the laws of the State of Arizona, having a place of business at 660 S. Mill Ave., Tempe, AZ 85281.

ASU is the recipient of the award NO. AC-FOR-21-031722-02-Y2 ("Prime Award") from the State of Arizona, Governor's Office of Youth, Faith, and Family for ASU's participation in the AmeriCorps Program.

WHEREAS, Collaborator desires to act as a host site for the assignment of AmeriCorps member(s) to perform healthy relationships education or/and domestic violence intervention in tandem with other services, according to the needs for the specific agency assigned, to increase knowledge about safe intimate relationships, through the ASU School of Social Work Survivor Link AmeriCorps program ("Program"),

NOW, THEREFORE, in reliance on the commitments and obligations set forth herein, the parties agree as follows:

PRIME AWARD. This Agreement is subject to the terms and conditions of FY 2023/2024 General Grant and Cooperative Agreement Terms and Conditions and 2023/2024 Terms, as specified in Exhibit A, and Conditions for AmeriCorps State and National Grants, as specified in Exhibit B (hereinafter referred jointly as "AmeriCorps Terms & Conditions").

RESPONSIBILITIES OF ASU. The responsibilities of ASU include, but are not limited to, the following:

1. Serve as the primary contact for the AmeriCorps program with Arizona Governor's Commission on Service and Volunteerism and the Corporation for National & Community Service.
2. Coordinate the recruitment of AmeriCorps members and assure all members enrolled meet eligibility requirements.
3. Provide technical assistance to Host Site in developing work plans and position descriptions for each assignment.

4. At the Host Site's request, provide applicable site-specific training and in-service training.
5. Facilitate placement of AmeriCorps members to a Host Site, matching interests and skills with tasks to be accomplished in the approved Prime Awarded application.
6. Provide administrative support to AmeriCorps members.
7. Conduct monitoring activities and site visits with the Host Site to maximize understanding and compliance.
8. Retain full responsibility for the management and fiscal control of the AmeriCorps program.
9. Transfer an AmeriCorps member from one placement to another, if needed, consistent with Program and Host Site needs.
10. Release members from service for cause or compelling personal circumstance should the need arise.

RESPONSIBILITIES OF COLLABORATOR. The responsibilities of Collaborator include, but are not limited to, the following:

1. Assist with the promotion of the Program as applicable.
2. Take part in training provided by the Program as applicable.
3. Provide time and support for the AmeriCorps member to engage in healthy relationship and/or domestic violence services including: healthy relationship information sessions in individual or group format, online intervention safety planning, and supervision of volunteer-member implementation.
4. Provide time and support for the AmeriCorps member to gather information for grant reporting purposes as applicable. Information may include the number of people that the member provides healthy relationships information to or the number of hours that they have engaged in service with the organization.
5. Arrange for, and continually ensure, regular volunteer-member supervision occurs (i.e., at least one hour each week).
6. Provide site specific training and orientation including guidelines, regulations, and policies of the site.
7. In collaboration with the AmeriCorps member(s) develop a work plan, also referred to as the learning contract, for each member. This includes development of a plan to work directly with clients and staff to educate about issues of domestic violence, safety planning interventions with domestic violence survivors, and/or general healthy relationship information at the host site.

8. Ensure that the AmeriCorps member(s) do not engage in activities prohibited in the AmeriCorps Terms & Conditions in Exhibit A and Exhibit B.
9. Provide day-to-day supervision of the activities of the AmeriCorps members, which includes verifying the member's hours and/or timesheets to track hours.
10. Provide cross training to AmeriCorps member(s) at the same site to further enhance overall member performance.
11. Provide materials and supplies related to the performance of assignments, an adequate working space, and Internet access including e-mail to permit AmeriCorps member(s) to perform assigned duties.
12. Assist in the mid-year and end-of term performance evaluation of assigned member(s).
13. Notify ASU immediately regarding unscheduled changes of status and conditions of AmeriCorps member(s), such as arrests, hospitalizations, and absence without leave.
14. Comply with monitoring and site visit activities coordinated by ASU.
15. Allow AmeriCorps member(s) to participate in Days of Service, such as Martin Luther King Holiday, 9/11 Day of Service and National Volunteer Week, should activities be organized in the communities where the members are in service.

JOINT RESPONSIBILITIES. The joint responsibilities of Collaborator and ASU include, but are not limited to, the following:

1. Make every reasonable effort to ensure that the health and safety of AmeriCorps member(s) are protected during the performance of their duties.
2. Not assign or require AmeriCorps member(s) to perform duties which would jeopardize their safety or cause them to sustain injuries.
3. Avoid placing related persons in supervisor-supervisee relationships or other roles that could lead to a conflict of interest.
4. Both parties agree to strive to assure the full involvement of all interested and eligible parties, including those with a disability.

KEY PERSONNEL. The following persons have been identified to represent the Parties to discuss and lead the implementation of the areas of cooperation as specified under this Agreement:

FOR ASU:

Jill Messing
Arizona State University
411 N Central Ave., Suite 800
Phoenix, AZ 85004
Jill.Messing@asu.edu

FOR COLLABORATOR:

Name: Jessica Westmiller
Institution: City of Chandler Fire Department
Address: 151 East Boston Street, Chandler, Arizona 85225

Email: jessica.westmiller@chandleraz.gov

CONFIDENTIALITY. It is contemplated that the work of this Agreement can be carried out without disclosing either party's confidential information to the other party. However, should it become necessary to disclose any confidential information, the respective party will notify the other party. Any additional terms related to Confidentiality will be negotiated and agreed to by the parties in a separate agreement.

TERM AND TERMINATION. This Agreement may be signed in counterparts and takes effect on the signature of both parties. It shall terminate on August, 31 2024 unless renewed by the mutual written agreement of the parties. No amendment or modification to this Agreement shall take effect unless signed by authorized representatives of each party. Either party may terminate this Agreement upon thirty (30) days advance written notice to the other party.

DISPUTE RESOLUTION. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. The parties acknowledge that disputes arising from this Agreement may be subject to non-binding arbitration in accordance with applicable state law and court rules. The Agreement shall be governed by the law of the State of Arizona.

NON-FUND OBLIGATION DOCUMENT. This Agreement is neither a fiscal nor a funds obligation document nor is either party granting rights to the other with respect to intellectual property. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this Agreement will be handled in accordance with applicable laws, regulations and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This Agreement does not provide such authority. Each party shall be fiscally responsible for their own portion of work performed under this Agreement. This Agreement shall not create a relationship of a joint venture, employer and employee, or principal and agent. As such, the parties are not entitled to workers' compensation or any benefit of employment by the other parties.

ADVERTISING, PUBLICITY, NAMES AND MARKS. Collaborator will not do any of the following, without, in each case, ASU's prior written consent: (i) use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of ASU (ASU Marks), including online, advertising, or promotional purposes; (ii) issue a press release or public statement regarding this Agreement, except for documents used for internal consumption by Collaborator; or (iii) represent or imply any ASU endorsement or support of any product or service in any public or private communication. Any permitted use of ASU Marks must comply with ASU's requirements, including using the ® indication of a registered mark.

NOTICES.

All official notices, by either party, required or permitted under this Agreement will be in writing and will be given by personal delivery against receipt (including private courier such as FedEx), email with "Read Receipt" or certified U.S. Mail, return receipt requested. All notices will be sent to the addresses below or such other addresses as the parties may specify in the same manner. Notices will be deemed to have been given and received on the date of actual receipt or on the date receipt was refused. Courtesy email copy of any notice is requested to be sent to Collaborator's Key Personnel. Addresses are as follows:

ASU: Office for Research & Sponsored Projects Administration
Arizona State University
PO Box 876011
Tempe, AZ 85287-6011
Attention: Heather Clark
e-mail: asu.awards@asu.edu

CC: jill.messing@asu.edu:

Collaborator: City of Chandler Fire Department
Mail Stop 801, P.O. Box 4008, Chandler Arizona 85244-4008

Attention: _____ Jessica Westmiller
e-mail: _____ jessica.westmiller@chandleraz.gov

FAILURE OF LEGISLATURE TO APPROPRIATE. In accordance with A.R.S § 35-154, if ASU's performance under this Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to Collaborator and cancel this Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.

CONFLICT OF INTEREST. If within three (3) years after the execution of this Agreement, Collaborator hires as an employee or agent any ASU representative who was significantly involved in negotiating, securing, drafting, or creating this Agreement, then ASU may cancel this Agreement as provided in A.R.S. § 38-511.

NONDISCRIMINATION. The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act. If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a)

and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement between the parties and shall supersede any prior agreement, written or oral, not incorporated herein. There are no understandings, representations, conditions, guarantees, or warranties, express or implied, by statute, usage, or trade or otherwise, other than as set forth herein or in an amendment executed by the parties and incorporated herein.

ORDER OF PRECEDENCE. In the event of any inconsistency between the conditions of this Agreement, the inconsistency will be resolved by giving precedence in the following order: (i) Agreement, and (ii) Exhibits A and B, including any other special terms and conditions. If any inconsistency exists, Collaborator will be responsible for notifying asu.awards@asu.edu.

****Signature page to follow****

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the respective dates entered below.

Arizona Board of Regents for and on behalf of Arizona State University

By:

Name: Kristy Macdonald

Title: Assistant Director

Date:

City of Chandler Fire Department

By:

Name:

Title:

Date:

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



**City Council Memorandum Fire Memo No.**

Date: June 24, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Thomas Dwiggin, Fire Chief
From: Megan Dryer, Management Analyst Senior
Subject: Resolution No. 5807 Approving and Authorizing a Universal Affiliation Agreement Between Northern Arizona University and the City of Chandler

Proposed Motion:

Move City Council pass and adopt Resolution No. 5807 authorizing an Intergovernmental Agreement (IGA) with the Arizona Board of Regents, for and on behalf of Northern Arizona University, for student participation in internships, clinical rotations, and other educational experiences with the Chandler Fire Department (CFD).

Background/Discussion:

This Universal Affiliation Agreement establishes a partnership between Northern Arizona University (NAU) and the City of Chandler, allowing university students to participate in educational experiences within the Chandler Fire Department (CFD). The Agreement, effective for five years beginning in June 2024, outlines the terms and conditions of student participation, including the duration, purpose, and general terms. Due to interest in the internship program during the University's current summer programs, the Department is seeking a June agreement date. While this is CFD's first Affiliation Agreement with NAU, the Department has been providing similar educational opportunities to other universities for many years.

The internship program consists of unpaid positions that provide educational opportunities for students under the supervision of social workers. Students are tasked with a variety of responsibilities within the role, including providing the highest level of crisis intervention and advocacy services to individuals as requested by CFD, performing intervention and assessment services for those

experiencing a crisis, providing emotional support and active listening for those experiencing a crisis, responding to crisis calls with the CFD Crisis Response unit, maintaining confidentiality, and facilitating follow-up services with clients. Students are evaluated for the positions based on a set of criteria and their ability to meet the minimum position requirements.

Interns are supervised by the full-time Senior Crisis Interventionists within the Department, as well as the Crisis Intervention Senior Program Manager. Approximately two interns from NAU are anticipated to be selected to participate in the program. Students are required to complete 300 hours per semester, or 12 hours per week.

There are considerable outcomes expected for those participating in the program including, but not limited to, learning Crisis Counseling skills, learning and utilizing various Crisis Models, understanding State laws on confidentiality and victims' rights, learning crisis work bio-psychosocial documentation and conducting assessments, working in a multi-disciplinary setting by collaborating with Fire and Police entities, learning how to conduct client follow-up, and gaining knowledge regarding community resources and various crisis situations.

Given the successful implementation of prior affiliation agreements, CFD welcomes the opportunity to include additional participants in its internship programs. The approval of this Agreement will enhance educational opportunities for students and foster a beneficial partnership between the University and the City.

Financial Implications:

There is no anticipated financial impact associated with the approval of Resolution No. 5807.

Attachments

Resolution No. 5807

City of Chandler and NAU Universal Affiliation Agreement

RESOLUTION NO. 5807

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA APPROVING A STUDENT AFFILIATION AGREEMENT BETWEEN THE ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF NORTHERN ARIZONA UNIVERSITY AND THE CITY OF CHANDLER.

WHEREAS, Chandler Fire Department (“CFD”) desires to provide educational opportunities, such as internships and clinical rotations, to students of the Northern Arizona University (“NAU”); and

WHEREAS, the Arizona Board of Regents, for and on behalf of NAU, requires that a student affiliation agreement be executed to memorialize the responsibilities of CFD and NAU concerning students participating in education opportunities with outside organizations; and

WHEREAS, CFD staff have determined that CFD can comply with the terms of the student affiliation agreement and the expectations of NAU for educational opportunities for its students.

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

Section 1. Approving the Affiliation Agreement between the City of Chandler and the Arizona Board of Regents, for and on behalf of Northern Arizona University, and authorizing the Mayor to execute the Affiliation Agreement on behalf of the City of Chandler.

Section 2. Authorizing City employees to execute any other necessary or desirable instruments in connection with the City’s performance under the Affiliation Agreement and to perform all acts necessary to give effect to this Resolution.

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

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5807 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



UNIVERSAL AFFILIATION AGREEMENT ("Agreement")

This Agreement is entered into by and between the Arizona Board of Regents for and on behalf of Northern Arizona University principally located in Flagstaff, AZ ("University") and City of Chandler ("Facility") principally located in Chandler, AZ.

I. DURATION

This Agreement will be in effect for five (5) years unless a lesser time-period is stated herein. The effective date of this Agreement will be 6/3/2024 and will end on 6/2/2029, and may be renewed, revised, or modified by a written addendum signed by both parties. The parties agree that either party may terminate this Agreement at any time upon thirty (30) days written notice, which may include electronic mail with delivery receipt, to the other party, except that any student already assigned to and accepted by the Facility shall be allowed to complete any in-progress educational experience at the Facility (if feasible), provided, however, the parties retain the right to dismiss or withdraw any student pursuant to Section III. 5.

II. PURPOSE

This Agreement establishes a relationship between the University and the Facility, to allow students from the University to participate in an unpaid or paid educational experience at the Facility's site(s) that may qualify for University academic credit, as determined by the University.

III. GENERAL TERMS

1. A schedule of student participation will be agreed upon by the University, the student, and the Facility.
2. The student's participation should complement the service and educational activities of the Facility. The student will be under the supervision of a Facility employee.
3. Each student is expected to perform with high standards at all times and comply with the written policies and regulations of the Facility.
4. Each student will obtain prior written approval from the University and the Facility before publishing or presenting any materials relating to the educational experience outside the normal educational setting of the University.
5. The University and the Facility reserve the right to dismiss or withdraw student participation if student conduct or performance is unsatisfactory.
6. Neither the University nor the Facility is obligated to provide for the student's transportation to and from the Facility or for health insurance for the student.
7. A meeting or telephone conference between representatives of the University and the Facility will occur at least once each semester to evaluate the educational program.
8. Statements of performance objectives for this educational experience will be the joint responsibility of the University and the Facility personnel.

9. Each student must adhere to the Facility's established dress and performance standards.

IV. FACILITY'S OBLIGATIONS

1. The Facility agrees to appoint a specific supervisor who is responsible for the educational activities and supervision of the University students participating under this Agreement.
2. The Facility agrees to submit to the University an evaluation of each student's progress. The format for the evaluation is established by the University in consultation with the Facility.
3. If the student is not paid for the educational experience, students are not deemed to be employees of the Facility during the duration of the experience by virtue of this Agreement.

If the student is paid by the Facility for the educational experience, the Facility will provide compensation to the student as agreed upon between the Facility and the student. The Facility also agrees that the student is considered an employee for the duration of the experience and is covered by the Facility's liability insurance and other employee related benefits.

If the student is paid by the Facility for the educational experience, the Facility shall engage the student as a "temporary employee" subject to the provisions of the Fair Labor Standards Act (FLSA) as a non-exempt employee in compliance with the minimum wage laws and applicable overtime.

Any such employment arrangement or employment contract between student and the Facility:

- a. shall be "at-will" which means that the student or the Facility may terminate the employment at any time, with or without cause and with or without notice;
 - b. shall not restrict or limit the student's ability to seek employment or educational experiences in any capacity at any other organization;
 - c. shall not incorporate any "non-compete" or "restraint of trade" undertakings by the student;
 - d. shall not restrict, limit, or prejudice the student in the case of early termination, resignation, or withdrawal from the educational experience/employment;
 - e. shall not incorporate any "liquidated damages", deduction of salary or liability undertakings by the student for termination prior to the end of the contract term.
4. The Facility is responsible for the acts and omissions of Facility employees and agents and must maintain adequate insurance (which may include a bona fide self-insurance program) to cover any liability arising from the acts and omissions of the Facility's employees and agents. The Facility is not responsible for maintaining insurance to cover liability arising from the acts and omissions of the employees and agents of the University.
 5. Nothing in this Agreement is intended to modify, impair, destroy, or otherwise affect any common law, or statutory right to indemnity, or contribution that the University may have against the Facility by reason of any act or omission of the Facility's employees or agents.
 6. The Facility shall retain primary responsibility for its patients/clients/customers.
 7. The Facility acknowledges the risk of the spread of COVID-19 in the workplace and has implemented enhanced health and safety measures, in accordance with guidelines from the U.S. Centers for Disease Control and Prevention, and of other regulatory institutions, in response to the COVID-19 pandemic. The Facility shall ensure that such health and safety measures are afforded to, and provided for, all students assigned to the Facility.

V. UNIVERSITY'S OBLIGATIONS

1. The University will designate faculty or other representatives to coordinate scheduling, provide course information and objectives, and assist in advising students.
2. The University will be responsible for developing and carrying out procedures for student selection and admission.
3. The University is an Arizona public institution of higher education and is self-insured through the Arizona Department of Administration Risk Management Division pursuant to Arizona Revised Statutes ("A.R.S.") §41-621, *et seq.* to cover liabilities arising from the acts and omissions of the University's employees, students, and agents participating under this Agreement. The University is not responsible for maintaining insurance coverage for liability arising from the acts and omissions of the Facility's employees and agents.
4. The University reserves the right to withdraw any student from the assigned educational experience at the Facility when, in the University's judgment, the educational experience no longer meets the needs of the student or the Facility is not meeting its obligations as set forth in this Agreement.
5. The University shall ensure that students review and understand their responsibilities under this Agreement as outlined in Appendix A.

VI. STATE OF ARIZONA PROVISIONS

1. **Nondiscrimination.** The parties agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.
2. **Notice of Arbitration Statutes.** Pursuant to A.R.S. §12-1518, the parties acknowledge and agree, subject to the Arizona Board of Regents Policy 3-809, that both parties may be required to make use of mandatory arbitration of any legal action that is filed in the Arizona Superior Court concerning a controversy arising out of this Agreement if required by A.R.S. §12-133.
3. **Conflict of Interest.** The parties agree that this Agreement may be cancelled for conflict of interest in accordance with A.R.S. §38-511. The Facility certifies that no such conflict of interest currently exists and that there are no relevant facts or circumstances which could give rise to any actual or potential organizational or personal conflict of interest.
4. **Cancellation for Lack of Funding.** If the University's performance under this Agreement depends upon the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then the University may provide written notice of this to the Facility and cancel this Agreement without further obligation of the University. Appropriation is a legislative act and is beyond the control of the University.
5. **Student Educational Records.** Student educational records are protected by the U.S. Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations ("FERPA"). The Facility will not require any University students or employees to waive any privacy rights (including FERPA or the European Union's General Data Protection Regulation ("GDPR")) as a condition for receipt of any educational services, and any attempt to do so will be void. The Facility will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from the student or as otherwise provided by

law. If this Agreement requires or permits the Facility to access or release any student records, then for the purposes of this Agreement only, the University designates the Facility as a “school official” for the University under FERPA, as that term is used in FERPA.

6. **Representations Regarding Relationship and Use of University Marks.** Except as otherwise agreed in writing, the parties acknowledge that the relationship created by this Agreement is limited to the student educational experience or placement program contemplated herein. Neither party shall make any representations stating or implying that the parties engage in broader transactions or that a party is otherwise associated with the other party without first obtaining express written permission from the other party. In addition, neither party shall use any trade name, trademark, service mark, logo, domain name, nor any other distinctive brand feature owned or used by the other party without prior written authorization from the other party.
7. **Inspection and Audit.** All books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the University, or the Auditor General of the State of Arizona, or their agents for five (5) years after the completion of this Agreement. Such records shall be provided at Northern Arizona University, Flagstaff, Arizona, or such other location as designated by the University, upon reasonable notice to the Facility.
8. **Arizona Public Records Laws.** The Facility acknowledges that the University is a public entity subject to the provisions of the Arizona Public Record Laws, A.R.S. §§ 39-121, *et seq.*

VII. MISCELLANEOUS

1. Neither party shall assign this Agreement without the prior written consent of the other party.
2. Each party to this Agreement shall be responsible for each party’s own costs for performance of its respective obligations. The parties do not currently anticipate the need for a budget but will create one should the need arise.
3. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement may not be modified or amended except by written instrument signed by both parties. This Agreement and all claims arising out of or relating to this Agreement shall be governed exclusively by the laws of the State of Arizona, the courts of which shall have jurisdiction over its subject matter.
4. Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent (“force majeure event”), including but not limited to acts of God, war, civil disturbance, terrorism, disaster, fire, earthquakes, hurricanes, known or suspected threats of illness, epidemics, pandemics, or government regulation. This Agreement may be terminated without further obligation or penalty, including cancellation fees or liquidated damages, of either party upon written notice from the affected party to the other party of such force majeure event.
5. This Agreement may be executed in counterparts, each of which will be deemed to be an original but all of which, taken together, shall constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by electronic means shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original

Agreement for all purposes. Signatures of the parties transmitted by electronic means shall be deemed to be their original signatures for all purposes.

6. Any notice to the parties shall be in writing and shall be deemed given if delivered in person, electronic mail with delivery receipt, or three (3) days after mailing by United States registered or certified mail, postage prepaid, and addressed as follows:

To Facility:

City of Chandler Fire Department
Jessica Westmiller
151 E Boston Street
Chandler, AZ 85225
Phone: 480-782-2096
Email: jessica.westmiller@chandleraz.gov

To University:

Social Work
PO BOX 15350
Flagstaff, AZ 86011
Phone:
Email: anna.chase@nau.edu

with a copy to:

Northern Arizona University
Contracts, Purchasing and Risk Management
PO Box 4124
Flagstaff, AZ 86011
Phone: (928) 523-4557
Email: NAU-Contracts@nau.edu

The undersigned have read the foregoing Agreement and, as authorized signatories of the undersigned respective entities, hereby agree to be bound by it.

University: Arizona Board of Regents for
and on behalf of Northern
Arizona University

Facility: City of Chandler

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

APPENDIX A

STUDENT RESPONSIBILITY STATEMENT

This acknowledgment is made by the student identified below to acknowledge certain duties and responsibilities with regard to participation in an educational experience in the Arizona Board of Regents for and on behalf of Northern Arizona University ("University") program at the location where the educational experience takes place ("Facility").

DUTIES AND RESPONSIBILITIES OF STUDENT

1. The student will complete and be responsible for the cost of providing all health forms, health insurance, testing, and certificates requested by the Facility.
2. The student will comply with all applicable policies, procedures, and rules of the Facility.
3. The student will participate in orientation, required mandatory education, and skill training as required by the Facility.
4. The student will demonstrate professional behavior appropriate to the environment, including adhering to the Facility's established dress code and maintaining high standards at all times.
5. The student will follow the policies, rules, and regulations of the Facility, including those regarding confidentiality of information.
6. The student's conduct at all times, both at the Facility and outside normal business hours, will be in a personally and professionally ethical manner.
7. The student will make appropriate arrangements for transportation and housing, if necessary, and be responsible for all travel and living expenses incurred in relation to the educational experience.
8. The student agrees that University may share information received from a student's Criminal Background Check and Drug Testing with the Facility, if applicable.
9. The student will conform to the work schedule of the Facility and make up time and work missed during unavoidable illnesses, in consultation with Facility supervisor, the student's University placement coordinator and/or instructor.
10. The student will obtain prior written approval from University and the Facility before publishing or presenting any material relating to the educational experience outside the normal educational settings of the University.
11. The student acknowledges the inherent risk of exposure to COVID-19 which exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. By participating in the program, the student assumes all risks related to exposure to COVID-19.

I HAVE READ AND UNDERSTAND THIS ACKNOWLEDGMENT AND AGREE TO ABIDE BY ITS TERMS AND CONDITIONS:

Student Name: _____
(Please type or print)

Student Signature

Date



City Council Memorandum Fire Memo No.

Date: June 24, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Thomas Dwiggins, Fire Chief
From: Haley Bartosik, Senior Management Analyst
Subject: Resolution No. 5803 Approving and Authorizing a Student Placement Agreement Between Arizona State University and the City of Chandler

Proposed Motion:

Move City Council pass and adopt Resolution No. 5803 authorizing the Mayor to execute a Student Placement Agreement between Arizona State University and the City of Chandler for the Chandler Fire Department Crisis Response Unit.

Background/Discussion:

The Chandler Fire Department (CFD) Crisis Response Unit has provided field education opportunities to Arizona State University's (ASU) School of Social Work students for approximately 17 years. The existing Amended and Restated Affiliation Agreement with ASU is set to expire on June 30, 2024, with no further options to renew.

The internship program consists of unpaid positions that provide educational opportunities for students under the supervision of social workers. Students are tasked with a variety of responsibilities within the role, including providing the highest level of crisis intervention and advocacy services to individuals, performing intervention and assessment services for those experiencing a crisis, providing emotional support and active listening for those experiencing a crisis, responding to crisis calls with the CFD Crisis Response Unit, maintaining confidentiality, and facilitating follow-up services with clients. Students are evaluated for the positions based on a set of criteria and their ability to meet the minimum position requirements.

Interns are supervised by the full-time Senior Crisis Interventionists within the Department, as well as the Crisis Intervention Senior Program Manager. Approximately three to four interns from ASU are anticipated to be selected to participate in the program. Students are required to complete 300 hours per semester, or 12 hours per week.

There are considerable learning outcomes expected for those participating in the program including, but not limited to, crisis counseling skills, utilizing various crisis models, understanding State laws on confidentiality and victims' rights, crisis work bio-psychosocial documentation and conducting assessments, working in a multi-disciplinary setting by collaborating with Fire and Police entities, conducting client follow-up, and gaining knowledge regarding community resources and various crisis situations.

The Department desires to continue this partnership, as it allows for students to gain invaluable experience in their field of study while serving as second-person staffing for the Crisis Response Unit on a 24/7 basis. The Department's full-time Crisis Response personnel serve as the field instructors for this beneficial internship program serving ASU and the community.

Financial Implications:

There are no anticipated financial implications associated with the approval of Resolution No. 5803.

Attachments

Resolution No. 5803

City of Chandler and ASU Student Placement Agreement

RESOLUTION NO. 5803

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A STUDENT PLACEMENT AGREEMENT BETWEEN ARIZONA STATE UNIVERSITY AND THE CITY OF CHANDLER.

WHEREAS, Chandler Fire Department (“CFD”) desires to provide field education opportunities, such as internships and clinical rotations, to social work students from Arizona State University’s (“ASU”) School of Social Work, and has been providing such opportunities under the Amended and Restated Affiliation Agreement between the City of Chandler (“City”) and ASU, dated October 1, 2017; and

WHEREAS, the October 1, 2017 Amended and Restated Affiliation Agreement has been extended twice and will now expire on June 30, 2024, with no further options to renew; and

WHEREAS, the Arizona Board of Regents, for and on behalf of ASU, requires that a Student Placement Agreement be executed to memorialize the responsibilities of CFD and of ASU concerning students participating in field education opportunities; and

WHEREAS, CFD staff have determined that CFD can comply with the terms of the Student Placement Agreement and the expectations of the ASU School of Social Work for educational opportunities for its students.

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

Section 1. Approving the Student Placement Agreement between the City of Chandler and the Arizona Board of Regents, for and on behalf of the Arizona State University, and authorizing the Mayor to execute the Student Placement Agreement on behalf of the City of Chandler.

Section 2. Authorizing City employees to execute any other necessary or desirable instruments in connection with the City’s performance under the Student Placement Agreement and to perform all acts necessary to give effect to this Resolution.

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

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5803 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

Agreement Details

Enter the contact information for the primary point-of-contact person for this agreement. In most cases, it is generally NOT the authorized signature, but rather the person who can provide details on the internship itself.

SPONSOR DETAILS				ASU DETAILS	
Sponsor Name:	City of Chandler - Fire Department			College/School or ASU:	Watts College-School of Social Work
Type of Agreement: (check all that apply)	<input checked="" type="checkbox"/> SPA	<input type="checkbox"/> Paid SPA	<input type="checkbox"/> Sponsor's Agrmt.	Program Name:	School of Social Work MSW
Agreement Term: (maximum 5-year period)	Start Date: MM/DD/YYYY	End Date: MM/DD/YYYY	Contact Name:	Cynthia Peters	
Street Address 1:	151 E Boston St.			Title:	Manager of Field Education
Street Address 2:				E-mail:	cynthia.peters@asu.edu
City/ST/ZIP:	Chandler City	AZ State	85225 ZIP	TEL:	(602)496-1290
Contact Name:	Jessica L. Westmiller, MSW			URL:	http://socialwork.asu.edu/field
Title:	Sr. Crisis Intervention Program Manager				
E-mail:	jessica.westmiller@chandleraz.gov				
TEL:	480-782-2096				
URL:	https://www.chandleraz.gov/residents/fire/crisis-re:				

Provide a brief description of the educational opportunity (i.e. what the student will be doing). This description should provide readers with a solid understanding of the academic experience students will receive.

Educational Opportunity:	<p>The CR288 unit strives to:</p> <p>Provide immediate crisis intervention and on-scene victim assistance. Provide emotional support, information and referrals to clients. Facilitate communication between clients and the Fire and/or Police Departments. CR288 provides the highest level of crisis intervention and advocacy services to individuals of all ages and families; as requested by Chandler Fire Department and the Chandler Police Department. Responds through the 9-1-1 system to emergency calls requiring emotional, psychological, social, and victim services under the instruction and supervision of the assigned Field Instructor.</p> <p>Performs intervention and assessment services for individuals and family members experiencing a crisis event that requires services beyond those typically provided by CFO and the Police Department. This crisis may result from a fire, domestic violence, sexual assault, medical emergency, Behavioral health emergency, grief and loss, self-inflicted injury, elder care issue, child/elder abuse/neglect exploitation, etc.</p> <p>Provides emotional support and empathetic/active listening to individuals and families experiencing a crisis event. Counsels, advises, and seeks to understand individuals' immediate needs and assists individuals in identifying appropriate resources for additional assistance to fulfill those needs. Under Staff Supervision, provide mobile crisis intervention service for CR288.</p> <p>Responds to crisis calls from CFO and Police. Assess client needs and facilitate fulfilling these needs. Provides victim advocacy and links clients to appropriate resources to create a continuum of support from the initial crisis towards a long-term support system.</p> <p>Maintains confidentiality with verbal and written communication in observance of HIPAA laws, the National Organization for Victims Assistance Code of Ethics, and the National Association of Social Workers (NASW) Social Work Code of Ethics.</p> <p>Maintains confidentiality in verbal and written communication in accordance with HIPAA laws, the National Organization for Victims Assistance Code of Ethics, and the National Association of Social Workers (NASW) Social Work Code of Ethics.</p> <p>Provides competent services to all members of the community by application of the value that diversity is not only based on culture/ethnicity; but also on age, gender, social class, developmental ability, religion, mental status, and etc. Each person in crisis has their own set of unique experiences and the right to self-determination of our assistance and care unless they are planning to hurt themselves or someone else; or if someone is abusing them.</p> <p>Documents all encounters clearly and concisely in a timely manner.</p>
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STUDENT PLACEMENT AGREEMENT

This Student Placement Agreement ("Agreement") is entered into between the **ARIZONA BOARD OF REGENTS** for and on behalf of **ARIZONA STATE UNIVERSITY** (the "University") and the "Facility" as of the "Start Date."

Start Date: 07/01/2024

End Date: 01/01/2029

FACILITY: City of Chandler - Fire Department
151 E Boston St.
Chandler AZ 85225

UNIVERSITY: Watts College of Public Service and Community Solutions
411 N. Central Avenue, Ste 750 Mail Code: 3520
Phoenix AZ 85004-2163

Signed: Ashley Funneman
Printed: Ashley Funneman
Title: Assistant Director

Signed: Cynthia A. Lietz
Printed: Cynthia A. Lietz (Apr 23, 2024 15:33 PDT)
Title: Dean

Signed: _____
Printed: _____
Title: _____

Signed: _____
Printed: _____
Title: _____

Signed: _____
Printed: _____
Title: _____

Signed: _____
Printed: _____
Title: _____

APPROVED AS TO FORM:

City Attorney AK

1. DURATION

The duration, or term, of this Agreement shall be for the designated number of years and months as agreed upon below, not to exceed five (5) years, commencing on the Start Date. This Agreement may be renewed by written agreement of the parties. The parties may revise or modify this Agreement only by a written amendment signed by both parties.

Start Date: 07/01/2024

End Date: 01/01/2029

Notwithstanding the above, either party may terminate this Agreement by providing at least thirty (30) days prior written notice to the other party, except that to the extent a student is currently participating in an educational experience contemplated by this Agreement at the time of receipt of the termination notice, the parties shall comply with such applicable provisions in the Agreement to allow such student to complete the educational experience provided such completion does not extend beyond one hundred twenty (120) days from the date of receipt of such notice. The parties may revise or modify this Agreement only by a written amendment signed by both parties

2. GENERAL TERMS

- 2.1. The purpose of this Agreement is to establish a relationship between the University and the Facility to enable an educational experience for students at Facility's site that may qualify for University academic credit as determined by University.
- 2.2. The University and the Facility will agree on a schedule for student participation at the Facility.
- 2.3. The student's participation should complement the service and educational activities of the Facility. The student will be under the supervision of a Facility employee.
- 2.4. Each student is expected to perform with high standards at all times and comply with all written policies and regulations of the appropriate department of the Facility.
- 2.5. Either the Facility or the University may require withdrawal or dismissal from participation at the Facility of any student whose performance record or conduct does not justify continuance.
- 2.6. Neither the University nor the Facility is obligated to provide for the student's transportation to and from the Facility or for health insurance for the student.
- 2.7. A meeting or telephone conference between representatives of the University and the Facility will occur at least once each semester to evaluate the educational program and review this Agreement.
- 2.8. Statements of performance objectives for this educational experience will be the joint responsibility of University and Facility personnel.
- 2.9. Each student must adhere to the Facility's established dress and performance standards.

3. FACILITY'S OBLIGATIONS

- 3.1. Facility agrees to appoint an Educational Coordinator who is responsible for the educational activities and supervision of University students participating under this Agreement.
- 3.2. The Facility agrees to submit to the University an evaluation of each student's progress. The format for the evaluation is established by the University in consultation with the Facility.
- 3.3. The Facility is responsible for the acts and omissions of its employees and agents and must maintain adequate insurance (which may include a bona fide self-insurance program) to cover any liability arising from the acts and omissions of the Facility's employees and agents. The Facility is not responsible for maintaining insurance to cover liability arising from the acts and omissions of the employees and agents of the University. University students are not deemed to be employees of Facility by virtue of this Agreement. Upon written request, Facility will furnish University with proper certificates of insurance evidencing compliance with this section.
- 3.4. Nothing in this Agreement is intended to modify, impair, destroy, or otherwise affect any common law, or statutory right to indemnity, or contribution that the University may have against the Facility by reason of any act or omission of the Facility or the Facility's employees and agents.

4. UNIVERSITY'S OBLIGATIONS

- 4.1. The University will provide an administrative framework, including designating a University faculty or other representatives to coordinate scheduling, provide course information and objectives, and assist in advising students.
- 4.2. The University will be responsible for developing and carrying out procedures for student selection and admission.
- 4.3. The University is responsible for the negligent acts and omissions of its employees and agents and maintains insurance coverage through the State of Arizona's Risk Management Division self-insurance program to cover liabilities arising from the acts and omissions of the University's employees, students, and agents participating under this Agreement, except as provided for in Arizona law, including Arizona Revised Statutes (ARS) [ARS §12-820.05](#) and [41-621\(L\)](#). The University is not responsible for maintaining insurance coverage for liability arising from the acts and omissions of the Facility's employees and agents. Upon written request, University will furnish Facility with reasonable documentation evidencing compliance with this section.

5. UNIVERSITY AND STATE REQUIRED PROVISIONS

- 5.1. **Nondiscrimination.** The parties will comply with all applicable laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. **If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**
- 5.2. **Conflict of Interest.** If within 3 years after the execution of this Agreement, Facility hires as an employee or agent any ASU representative who was significantly involved in negotiating, securing, drafting, or creating this Agreement, then ASU may cancel this Agreement as provided in Arizona Revised Statutes ([ARS](#)) § 38-511.
- 5.3. **Arbitration in Superior Court.** The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to ARS § 12-133. ARS § 12-1518 requires this provision in all ASU contracts.
- 5.4. **Records.** To the extent required by ARS § 35-214, the non-ASU parties to this Agreement (jointly and severally, Facility) will retain all records relating to this Agreement. Facility will make those records available at all reasonable times for inspection and audit by ASU or the Auditor General of the State of Arizona during the term of this Agreement and for 5 years after the completion of this Agreement. The records will be provided at ASU in Tempe, Arizona, or another location designated by ASU on reasonable notice to Facility.
- 5.5. **Failure of Legislature to appropriate.** In accordance with ARS § 35-154, if ASU's performance under this Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to Facility and cancel this Agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.

5. UNIVERSITY AND STATE REQUIRED PROVISIONS

5.6. Privacy; Educational Records. Student educational records are protected by the U.S. Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ([FERPA](#)). Facility will not require any ASU students or employees to waive any privacy rights (including under FERPA or the European Union's General Data Protection Regulation ([GDPR](#))) as a condition for receipt of any educational services, and any attempt to do so will be void. Facility will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent from ASU or as otherwise provided by law. If this Agreement contains a scope of work or other provision that requires or permits Facility to access or release any student records, then, for purposes of this Agreement only, ASU designates Facility as a "school official" for ASU under FERPA, as that term is used in FERPA and its implementing regulations. In addition, any access or disclosures of student educational records made by Facility or any Facility Parties must comply with ASU's definition of legitimate educational purpose in [SSM 107-01: Release of Student Information](#). If Facility violates the terms of this section, Facility will immediately provide notice of the violation to ASU.

5.7. Advertising, Publicity, Names and Marks. Facility will not do any of the following, without, in each case, ASU's prior written consent: (i) use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of ASU ([ASU Marks](#)) for any reason, including online, advertising, or promotional purposes; (ii) issue a press release or public statement regarding this Agreement; or (iii) represent or imply any ASU endorsement or support of any product or service in any public or private communication. Any permitted use of ASU Marks must comply with ASU's requirements, including using the ® indication of a registered mark.

5.8. Title IX. Title IX protects individuals from discrimination based on sex, including sexual harassment. ASU fosters a learning and working environment built on respect and free of sexual harassment. [ASU's Title IX Guidance](#) is available online. Facility will: (i) comply with ASU's Title IX Guidance; (ii) provide ASU's Title IX Guidance to any Facility Parties reasonably expected to interact with ASU students or employees, in person or online; and (iii) ensure that all Facility Parties comply with ASU's Title IX Guidance.

6. MISCELLANEOUS

6.1. Neither party shall have the right to assign this Agreement without the prior written consent of the other party.

6.2. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement shall be governed by the laws of Arizona, the courts of which state shall have jurisdiction over its subject matter.

6.3. The individual signing on behalf of Facility hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of Facility and that this Agreement is binding upon Facility in accordance with its terms.

6.4. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

**City Council Memorandum Fire Memo No. N/A**

Date: June 24, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Thomas Dwiggins, Fire Chief
From: Keith Hargis, Assistant Fire Chief
Subject: Agreement No. FD4-948-4766, First Responder Cancer Screenings

Proposed Motion:

Move City Council approve Agreement No. FD4-948-4766, with Vincere Physicians Group, PLLC, dba Vincere Cancer Center, for first responder cancer screenings, in an amount not to exceed \$550,000, for the period of one year, beginning July 1, 2024, through June 30, 2025.

Background/Discussion:

Since 2022, the Chandler Fire Department has utilized City of Glendale Contract No. C21-1209 to provide first responder cancer screening services through Vincere Physicians Group, PLLC, dba Vincere Cancer Center, funded by a one-time grant. This program addresses the elevated cancer risk firefighters face due to exposure to carcinogens during routine duties. Recognizing the increased risk compared to the general public, the City is committed to reducing cancer risk among all firefighters.

Given the program's high participation and success in identifying and treating significant findings, the Chandler Fire Department aims to establish an ongoing cancer screening program with Vincere Cancer Center. The latest screening had a 94% participation rate and identified 19 significant findings, including eight positive cancer diagnoses. The new agreement will support a voluntary, annual screening program at annual, biennial, and triennial intervals, leveraging resources available through the City's current health insurance plan.

Evaluation:

Staff recommends the direct selection of Vincere Physicians Group, PLLC, dba Vincere Cancer Center, for first responder cancer screenings for one year, with the option for up to four one-year extensions. The City Council has previously approved Vincere Cancer Center for these services. Staff recommends approval of a new agreement for the period from July 1, 2024, to June 30, 2025, to be designated as Agreement No. FD-948-4766, with potential extensions as needed. Vincere Cancer Center has consistently provided excellent service under prior contracts.

Financial Implications:

Cancer screening services will be invoiced as reflected in Exhibit B of Agreement No. FD-948-4766. Funding for this agreement is contingent upon City Council adopting the FY 2024-25 budget.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP	Funded Y/N
101.2210.5211	General Fund	Medical Services	\$550,000.00		N

Attachments

4766 Agreement



City Clerk Document No. _____

City Council Meeting Date: _____

**CITY OF CHANDLER SERVICES AGREEMENT
FIRST RESPONDER CANCER SCREENINGS
CITY OF CHANDLER AGREEMENT NO. FD4-948-4766**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Vincere Physicians Group, PLLC, dba Vincere Cancer Center, an Arizona professional limited liability company (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 2024 (Effective Date).

RECITALS

A. City proposes to partner for first responder cancer screenings as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

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

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

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

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:

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

City means the City of Chandler, Arizona

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

Days means calendar days

May, Should means something that is not mandatory but permissible

Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides

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

SECTION III: PERIOD OF SERVICE

The term of the Agreement is 1 year (s), and begins on July 1, 2024 and ends on June 30, 2025 unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to 4 additional terms of 1 year (s) each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

4.1 Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed \$550,000. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment.

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

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

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

SECTION V: GENERAL CONDITIONS

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

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

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

estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section IV of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

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

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum

requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

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

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

For the City	For the Contractor
Name: <u>Purchasing Division</u>	Name: <u>Dr. Vershalee Shukla</u>
Title: <u>Procurement Officer</u>	Title: <u>Director of Oncology</u>
Address: <u>175 S. Arizona Ave</u> <u>Chandler, AZ 85225</u>	Address: <u>7469 E. Monte Cristo Ave.</u> <u>Scottsdale, AZ 85260</u>
Phone: <u>480.782.2400</u>	Phone: <u>(480) 306-5390</u>
Email: <u>purchasing@chandleraz.gov</u>	Email: <u>ashleyt@vincerecancer.com</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.45 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.46 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

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

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

FOR THE CITY

By: _____

Its: _____

FOR THE CONTRACTOR

By: Dr. Shukla _____

Its: Director of Oncology _____

APPROVED AS TO FORM:

By: _____
City Attorney *TSB*

ATTEST:

By: _____
City Clerk

EXHIBIT A TO AGREEMENT SCOPE OF SERVICES

The City of Chandler Fire Department (CFD) will partner with Vincere Cancer Center and their comprehensive First Responder Cancer Screening Program to provide cancer screening services to Chandler Fire personnel. CFD currently has 242 active firefighters and 7 Fire Investigators that will have the option to obtain the cancer screening services offered under this contract.

OVERVIEW

All sworn CFD personnel and Fire Investigators will have the opportunity to participate in the Cancer Screening Program. Specific services for each member will be determined by the City. These services will be determined by age, gender, years of service, and consultation will Vincere Cancer Center physicians.

CONTRACTOR SERVICE REQUIREMENTS

Contractor may provide the following services for the screening program:

1. An oncology consult, which includes a detailed assessment of their individual occupational exposure history, and medical and family history.
2. Dermatology screening and full body skin examinations to screen for skin cancer.
3. Urology consultation and prostate cancer screening.
4. Endoscopy.
5. PET/CT scan.
6. P-FAS test.
7. Cardiac blood test.
8. Heavy-Metal urine test.
9. Breast cancer blood test.
10. Low-dose lung CT.
11. Whole-body MRI to screen for cancer of the brain, head and neck, thyroid, lung and pleura, breast, kidneys, pancreas, bladder, uterus, and prostate, as well as multiple myeloma.
12. Colonoscopy to screen for colon cancer.
13. Breast QT ultrasound.
14. Multi-Cancer blood test.
15. All necessary imaging read and report, biopsies, pathophysiology, anesthesia, and polyp removal as required.
16. All services related to scheduling, tracking, and invoicing.
17. Contractor will utilize the participants medical insurance for exams and procedures when possible and as determined by the City.

Services may be extended to additional personnel based upon risk when available.

MEDICAL REPORTING REQUIREMENTS

1. Contractor shall provide firefighters with an exam report that details the results of their tests and if required, patient instructions for specialist visits and detailed tests required by physician. The report shall be easy to read and follow for the firefighter.
2. All medical exams provided to the firefighters shall have properly maintained medical notes and documentation. Contractor shall document in medical notes, when necessary, reasoning behind further testing.
3. Contractor shall be able to maintain all medical records pertaining to the firefighter, and if required, be able to transfer these records to a new provider at the end of this contract.
4. Contractor will follow all workplace injury requirements as established by the City.

ADDITIONAL SERVICES

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

**EXHIBIT B TO AGREEMENT
COMPENSATION AND FEES**

SERVICE	QUANTITY	COST (EACH)
Oncology Consult	TBD	\$200
QT Ultrasound Breast Exam (Cost includes radiology read and report)	TBD	\$600
Whole Body MRI (Cost includes radiology read and report)	TBD	\$2,500
Multi-Cancer Blood Test	TBD	\$950
Urology Consult/ Prostate Screen	TBD	\$250
Colonoscopies (Cost includes anesthesia, biopsies, polyp removal, and pathology for colon cancer screening)	TBD	\$4,000
Low Dose Lung CT (Cost includes radiology read and report)	TBD	\$400
Dermatology Screen (Cost includes biopsies and pathology for skin cancer screening)	TBD	\$200
Breast Cancer Blood Test	TBD	\$500
P-FAS Test	TBD	\$500
Cardiac Blood Test	TBD	\$500
Heavy Metal Urine Test	TBD	\$300
Endoscopy (Cost includes anesthesia)	TBD	\$3,000
PET/CT Scan (Cost includes radiology read and report)	TBD	\$1,300

EXHIBIT C TO AGREEMENT INSURANCE

General.

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

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

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

form" equal or broader in coverage scope than underlying insurance.

- B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability:* Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.
- D. *Professional Liability.* If the Agreement is the subject of any professional services or work performed by the Contractor, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions the Contractor 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 three years past completion and acceptance of the work or services, and the Contractor, 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 three year period.

Additional Policy Provisions Required.

- A. *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
 - 1. The Contractor's insurance must contain broad form contractual liability coverage.
 - 2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.

3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.
5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.
6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of three years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this three year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within ten days after the renewal date containing all the required insurance provisions.
2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within seven days of receipt of insurers' notification to that effect.

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

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor

including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.

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

**EXHIBIT D TO AGREEMENT
SPECIAL CONDITIONS**

NONE

**City Council Memorandum Human Resources Memo No. N/A**

Date: June 24, 2024
To: Mayor and Council
Thru: Joshua Wright, City Manager
Tadd Wille, Assistant City Manager
From: Rae Lynn Nielsen, Human Resources Director
Subject: Resolution No. 5760 Personnel Rule 15 Amendments

Proposed Motion:

Move City Council pass and adopt Resolution No. 5760, amending Personnel Rule 15, Sections 4, Vacation Leave Accrual; 5, Maximum Accrual of Vacation Credits; 10, Statutory Sick Leave; 14, Bereavement Leave; 15, Military Special Leave; 17, Special Leave without Pay; 18, Extended Special Leave without Pay; 20, Doctor's Release; 21, Payment of Sick Leave; and 23, Administrative Leave

Background:

The proposed amendments to personnel rules stem from the findings of the city's recent comprehensive classification and compensation study, which evaluated general employee benefits relative to the City of Chandler's market group. The compensation and classification study was approved by the City Council in fiscal year 2021-2022 and conducted throughout calendar year 2022, with changes to base compensation implemented effective January 1, 2023. The review of employee benefits was planned as a second phase of the study.

While the city is generally competitive in most benefits, the proposed rule adjustments target areas that are currently lagging. These recommended changes are designed to keep the city competitive in the benefits it offers its employees, ultimately enhancing recruitment and retention efforts.

Discussion:

Detailed recommendations for personnel vacation accruals are provided in Attachment A. Other key modifications are summarized below.

The city currently lags behind competitor municipal employers in vacation accrual amounts for employees with 0-5 years, 5-10 years, and 10-15 years of service. Additionally, the city offers its employees less in comparison to the market concerning both vacation accrual caps and vacation cash-out limits. The discrepancies and recommended changes are outlined in the tables below:

Vacation Accrual

Market Survey (MS) Annual Accrual Max	Chandler Current (CC) Annual Accrual Max	Difference (MS-CC)	Recommended Annual Accrual Max
319 Hours	240 Hours	-79	320 Hours

Cash-Out Limits

Market Survey (MS) Cash Out Max	Chandler Current (CC) Cash Out Max	Difference (MS-CC)	Recommended Cash Out Max
50 Hours	35 Hours	-15	50 Hours

The existing bereavement leave policy defines an immediate family member as "mother, father, spouse, child, brother, sister, grandfather, grandmother, grandchild, or person serving in loco parentis of either the employee or the employee's spouse." In the event of an immediate family member's passing, an employee is entitled to three (3) days of bereavement leave, with an additional two (2) days provided if the employee must travel out-of-state. In comparison, four similar cities allow 5-10 days for the death of a spouse or child without an "out-of-state" requirement. Additionally, six peer municipal organizations permit the use of bereavement leave for aunts, uncles, and cousins at a reduced rate.

Proposed adjustments to the Bereavement Leave Policy are as follows:

Bereavement Leave Policy Adjustments

Family Members (Includes in-laws)	Chandler Current Policy	Amended Bereavement Leave
Spouse/Domestic Partner	3 days/2 out-of state	Up to 5 days regardless of in or out of state
Child	3 days/2 out-of state	Up to 5 days regardless of in or out of state
Parent/Loco Parentis	3 days/2 out-of state	Up to 5 days regardless of in or out of state

Grandparent/Grandchild	3 days/2 out-of state	Up to 5 days regardless of in or out of state
Sibling	3 days/2 out-of state	Up to 5 days regardless of in or out of state
Aunt/Uncle/Cousin	None	1 Day

Additionally, the proposed rule changes address Statutory Sick Leave (SSL), for which the city adopted a policy in 2017 in response to the statewide voter-approved Proposition 206. The proposed update requires employees to utilize SSL for the initial 40 hours of sick leave each year and updates documentation requirements, if requested.

Other proposed revisions also encompass minor adjustments related to military leave, leave without pay, doctor releases, payment of sick leave, and administrative leave administration.

Financial Implications:

The financial implications of the proposed changes are dependent on employee usage of the various types of leave, which vary from year to year. Analysis was conducted on anticipated usage based on historical averages, with appropriate financial capacity included in the FY 2024-2025 annual budget, which was approved by City Council on June 13, 2024.

Attachments

Attachment A Vacation Accrual Recommendations
Resolution 5324

Attachment A

Vacation Accrual Recommendations

	Market Survey Accrual Rate (MS)		Chandler Current Accrual Rate (CC)			Recommended Accrual Rate (RR)			Employee Counts
Years of Service	Pay Period Accrual Rate	Annual Accrual Rate	Pay Period Accrual Rate	Annual Accrual Rate	(MS-CC) Annual Accrual Rate Difference	Pay Period Accrual Rate	Proposed Annual Accrual Rate	(RR-MS) Annual Accrual Rate Difference	Staff* in YOS tier as of 7/23
0-5	4.92	128.00	4.70	122.20	-5.80	5.00	130.00	2.00	570.00
5-10	5.85	152.00	5.60	145.60	-6.40	5.90	153.40	1.40	350.00
10-15	6.58	171.00	6.50	169.00	-2.00	6.60	171.60	0.60	118.00
15-20	6.96	181.00	7.40	192.40	11.40	7.40	192.40	11.40	276.00
20+	7.15	186.00	8.30	215.80	29.80	8.30	215.80	29.80	320.00

RESOLUTION NO. 5760

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AMENDING CITY OF CHANDLER PERSONNEL RULE 15, LEAVES OF ABSENCE, SECTIONS 4, VACATION LEAVE ACCRUAL; 5, MAXIMUM ACCRUAL OF VACATION CREDITS; 10, STATUTORY SICK LEAVE; 14, BEREAVEMENT LEAVE; 15, MILITARY SPECIAL LEAVE; 17, SPECIAL LEAVE WITHOUT PAY; 18, EXTENDED SPECIAL LEAVE WITH PAY; 20, DOCTOR'S RELEASE; 21, PAYMENT OF SICK LEAVE; AND 23 ADMINISTRATIVE LEAVE.

WHEREAS, the Human Resources Director is charged with preparing Personnel Rules for the administration of the City's merit system, including any necessary amendments thereof; and

WHEREAS, the Human Resources Director proposes the amendment of Personnel Rule 15 to update and clarify procedures and practices and address current needs; and

WHEREAS, the proposed amendments have been reviewed by the City Manager and referred for action.

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

Section 1. The amendment of the Personnel Rule 15 attached hereto as Exhibit A is approved and adopted.

Section 2. All other Personnel Rules not amended hereby shall remain unchanged.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this 13th day of June 2024.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5760 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 13th day of June 2024, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY *REL*

Attachments: Personnel Rule 15 amendment

**Resolution 5760
Exhibit A**



RULE 15 – LEAVES OF ABSENCE

Section 4. Vacation Leave Accrual

- A. A full-time work schedule consists of 52 weeks a year and 80 hours of work during the pay period except for employees of the Fire Department who are assigned to an alternate FLSA 7(k) work period.
- B. Employees that are represented by a recognized employee organization pursuant to the requirements of the City of Chandler Code Section 2-13 shall be eligible for the vacation leave accrual schedule as agreed upon in the organization's current Memorandum of Understanding.
- C. Full-time, regular employees, except for those represented as provided under Section B of this Rule and those accruing vacation leave as provided in Section D of this Rule, shall be credited vacation leave as follows for every completed pay period:

~~4.7~~ **5.0** hours per pay period for the first 5 years of service.

~~5.6~~ **5.9** hours per pay period for employees with 5 or more years of service but less than 10 years of service.

~~6.5~~ **6.6** hours per pay period for employees with 10 or more years of service but less than 15 years of service.

7.4 hours per pay period for employees with 15 or more years of service, but less than 20 years of service.

8.3 hours per pay period for employees with 20 or more years of service.

- D. Department Directors and regular, full-time exempt employees, who on September 7, 2014, are being credited with vacation leave in accordance with the accrual rate below continue to be credit vacation leave as follows for every completed pay period:

5.6 hours per pay period for the first 5 years of service.

6.5 hours per pay period for employees with 5 or more years of service but less than 10 years of service.

7.4 hours per pay period for employees with 10 or more years of service, but less than 15 years of service.

8.4 hours per pay period for employees with 15 or more years of service.

9.3 hours per pay period for employees with 20 or more years of service.

- E. An employee who is credited with vacation leave as provided in Section D of this Rule shall no longer accrue that vacation leave if, a competitive recruitment, involuntary or voluntary demotion, transfer, or reclassification occurring on or after June 22, 2017, results in that employee no longer reporting to a Department Director. The employee shall then accrue credited vacation leave as provided under Section C of this Rule.
- F. Employees hired on or after September 7, 2014, who are not represented by a recognized employee organization pursuant to the requirements of the City of Chandler Code Section 2-13, shall be credited vacation leave as provided under Section C of this Rule.
- G. Regular employees who work less than full-time but 1,040 hours or more a year in a budgetarily approved position shall be credited vacation leave on a prorated basis. The prorated basis shall be established by dividing the number of hours scheduled per week by 40 and multiplying the accrual rate for full-time employee with the same length of service.
- H. The accrual rate for employees of the Fire Department assigned to work shifts, which require more than 40 hours per week, shall be on a prorated basis. The prorated basis shall be established by dividing the number of hours scheduled per week by 40 and multiplying by the accrual rate for a full-time employee with the same length of service.
- I. Leaves of absence compensated under the Workers' Compensation statutes shall be considered as paid service for absences no longer than 2,080 hours (or the equivalent as computed under the Rule for Fire Department employees assigned to more than a 40-hour week, or the Rule for regular employee who work less than full-time but 1,040 hours or more per year in a part-time regular budgeted position) and the employee shall continue to accrue vacation leave.
- J. Temporary, full-time employees paid directly by the City of Chandler, who become or already have become regular employees, shall be allowed to credit toward their vacation accrual rate the time worked in a temporary position if the employee served in a

temporary, full-time position for at least one year prior to becoming a probationary employee.

Section 5. Maximum Accrual of Vacation Credits

- A. Vacation credits shall not be allowed to accumulate in excess of ~~240~~ **320** hours, or the equivalent as computed under: (1) the Rule for Fire Department employees assigned to more than a 40-hour week, or (2) the Rule for regular employees who work less than full time but 1,040 hours or more per year in a part-time regular budgeted position, as of the last full pay period with a pay day in January.
- B. Any vacation credits in excess of ~~240~~ **320** hours, or the equivalent as computed under: (1) the Rule for Fire Department employees assigned to more than a 40-hour week, or (2) the Rule for regular employee who work less than a full time but 1,040 hour or more per year in a part-time regular budgeted position, shall automatically be moved to a vacation carryover accrual balance that must be used by June 30th of that same year. Any vacation carryover not used by June 30th, will be forfeited.
- C. Employees may elect to forfeit vacation credits in excess of ~~240~~ **320** hours or the equivalent as computed under: (1) the Rule for Fire Department employees assigned to more than a 40-hour week, or (2) the Rule for regular employees who work less than full time but 1,040 hours or more per year in a part-time regular budgeted position, in lieu of having the hours moved to vacation carryover balance that must be used by June 30th of that same year.

...

Section 10. Statutory Sick Leave (SSL)

A. Beginning July 1, 2017, all regular and temporary employees may designate accrue and use up to a maximum of 40 hours of accrued sick leave per tax calendar year as Statutory Sick Leave (SSL). Temporary employees may accrue and use up to 40 hours of Statutory Sick Leave per tax calendar year. Up to the first 40 hours of City Sick Leave used by an employee each calendar tax year shall be concurrently designated as Statutory Sick Leave.

B. Statutory Sick Leave may be used for the following purposes as provided by Arizona statute:

1. Absences related to an employee's mental or physical illness, injury, or health condition, including the need for medical diagnosis, care or treatment, and preventive medical care;

2. Absences to care for a family member with a mental or physical illness, injury or health condition including the need for medical diagnosis, care or treatment, and preventative medical care;
3. Absences related to a public health emergency affecting the employee or employee's family member such as the closure of the employee's place of business or employee's child's school or the need to care for a family member whose presence in the community may jeopardize the health of others because of exposure to a communicable disease; and
4. Absences related to domestic violence, sexual violence, abuse or stalking where the absence is necessary for the employee or employee's family member to:
 - a. Obtain medical attention to recover for related physical or psychological injury;
 - b. Obtain domestic violence, sexual violence, or victim services;
 - c. Obtain psychological or other counseling;
 - d. Relocate or take steps to secure an existing home; or
 - e. Obtain related legal services.

C. For purposes of the use of Statutory Sick Leave only, the term "family member" is defined as:

1. Regardless of age, a biological, adopted, or foster child, stepchild, or legal ward, a child of a domestic partner, a child to whom the employee stands in *loco parentis*, or an individual to whom the employee stood in *loco parentis* when the individual was a minor;
2. A biological, foster, step-, or adoptive parent or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in *loco parentis* when the employee or employee's spouse or domestic partner was a minor child;
3. A person to whom the employee is legally married under the laws of any state, or domestic partner of an employee as registered under the laws of any state or political subdivision;
4. A grandparent, grandchild, or sibling (whether of a biological, foster, adoptive or step relationship) of the employee or employee's spouse or domestic partner; or

5. Any other individual by blood or affinity whose close association with the employee is the equivalent of a family relationship.

D. ~~To the extent possible~~ **Unless an absence is unforeseeable**, employees ~~are required to~~ **must** make a good faith effort to provide advance notice of ~~and to schedule~~ any absence **and must schedule absences** in a manner that does not unduly disrupt operations. ~~When an employee's need for Statutory Sick Leave is not foreseeable, advance notice of the absence is not required.~~ In cases where advance notice is not ~~required~~ **possible**, the employees shall follow ~~his or her~~ **their** Department's notification and reporting procedures for the use of sick leave.

E. When Statutory Sick Leave is used for an absence of three or more consecutive days, the Director, after consultation with the Human Resources Director, may require an employee to provide reasonable documentation that the Statutory Sick Leave was used for a permitted purpose under this Rule.

1. For health-related absences, documentation signed by a healthcare provider indicating the use of sick leave was necessary shall be considered reasonable documentation.
2. For absences related to domestic violence, sexual violence, abuse or stalking, reasonable documentation includes:
 - a. A police report;
 - b. A protective order, injunction against harassment, general court order, or other evidence from a court or prosecuting attorney confirming a court appearance by the employee or employee's family member;
 - c. A signed statement from a domestic violence or sexual violence program or victim services organization confirming the receipt of service by the employee or employee's family member;
 - d. A signed statement from an attorney, clergy member, or medical professional confirming the employee or employee's family member is a victim of domestic violence, sexual violence, abuse, or stalking; or
 - e. The employee's written statement confirming the employee or the employee's family member is a victim of domestic violence, sexual violence, abuse, or stalking.
3. All documentation received for purposes of documenting the need for Statutory Sick Leave must be treated and maintained in a confidential manner.

4. Statutory Sick Leave may only be used for the purposes provided under Arizona statute and this Rule. An employee may be required to provide additional information for absences of fewer than three (3) consecutive days only if there are factual circumstances which cause the supervisor to reasonably question whether the leave was used for a permitted purpose under this Rule and Arizona law. All such requests for additional information must be coordinated through Human Resources.

F. The employee is responsible for designating leave as Statutory Sick Leave for payroll and reporting purposes.

G. Statutory Sick Leave may only be used for an employee's absences from scheduled work. It may not be used to receive pay for time an employee is not scheduled to work.

H. When applicable, the City's Family and Medical Leave Policy will apply to absences designated as Statutory Sick Leave. Up to the first 40 hours of Family and Medical Leave used in a tax calendar year shall be designated Statutory Sick Leave/Family and Medical until Statutory Sick Leave is exhausted.

I. ~~An employee's eligibility to use City Sick Leave in accordance with the provisions of Section 9 of this Rule is not affected by the employee's use or non-use of available Statutory Sick Leave. A regular employee may designate and use available sick leave hours as Statutory Sick Leave (up to 40-hour annual maximum) or City Sick Leave. After an employee has used 40 hours of Statutory Sick Leave in a tax calendar year, any additional illness or injury related absences during the tax calendar year will be subject to all rules, policies, and regulations applicable to City Sick Leave including, but not limited to the provisions of Section 9 of this Personnel Rule.~~ **Because the use of City Sick Leave under Section 9 of these Rules meets the requirements for Statutory Sick Leave usage, up to the first 40 hours of Sick Leave used by an employee each tax calendar year shall be concurrently designated as Statutory Sick Leave. Any leave designated by an employee as either Sick Leave or Statutory Sick Leave shall be deducted from the employee's annual Statutory Sick Leave bank until exhausted.**

J. Statutory Sick Leave is a designated use of accrued sick leave. It does not accrue separately from, or in addition to, the accrual of City Sick Leave hours by regular employees.

K. If an employee separates from City service and is rehired within nine (9) months of separation from City employment, any unused Statutory Sick Leave will be reinstated upon rehire.

- L.** All **accrued** sick leave not designated by the employee as Statutory Sick Leave will be subject to the rules, policies, and regulations applicable to City Sick Leave including, but not limited to, Section 9 of this Rule.
- M.** No employee shall be discriminated against or subjected to retaliation for: (1) requesting or using Statutory Sick Leave; (2) assisting any person in doing so; or (3) informing any person of their rights under this Rule of the Arizona Fair Wages and Healthy Families Act. An employee's use of Statutory Sick Leave in accordance with this Rule and Arizona law shall not be a factor in any disciplinary action.
- N.** Statutory Sick leave accrual for employees of the Fire Department who work more than a 40-hour week shall be prorated according to the formula as in Section 4H of this Rule.
- O.** The Human Resources Director shall establish rules and procedures specific to the accrual and use of Statutory Sick Time by temporary employees.

...

Section 14. Bereavement Leave

- A.** Family Death: For the purposes of bereavement leave, an immediate family member is defined as mother, father, spouse or domestic partner, child, brother, sister, grandfather, grandmother, grandchild, uncle, aunt, first cousin, or person serving in loco parentis of either the employee or the employee's spouse. When a member of an employee's immediate family dies, the employee shall be granted a special leave with pay, not chargeable against any leave credits, based on the chart below.

FAMILY MEMBER (Includes in-laws)	BEREAVEMENT LEAVE
Spouse/Domestic Partner	Up to 5 days
Child	UP to 5 days
Parent/Loco Parentis	Up to 5 days
Grandparents/Grandchild	Up to 5 days
Sibling	Up to 5 days
Aunt/Uncle/First Cousin	1 day

~~for a period not to exceed three workdays. Two additional days of special leave with pay may be granted if the employee must travel out of state. This special leave with pay shall be approved by the Department Director.~~ If additional leave is needed, the employee must use vacation credits or take leave without pay.

- B. Exceptions for Special Circumstances. In the event of unique or exceptional circumstances related to family relationships not explicitly covered in the policy outlined above, directors have the discretion to make exceptions to the standard policy. Such exceptions may include, but are not limited to, situations involving individuals who, while not meeting the criteria of immediate family members as defined in Section A, have a significant and demonstrable impact on the employee's personal circumstances.**

Directors may consider requests for additional bereavement leave or modifications to the existing leave duration on a case-by-case basis. Requests for exceptions should be submitted in writing and include a detailed explanation of the circumstances warranting the request. Any approved exceptions will be communicated to the employee and their supervisor in writing, specifying the duration and conditions of the modified bereavement leave.

It is understood that exceptions granted under this provision will be rare and based on compelling and justifiable reasons. The intent is to provide flexibility in situations not explicitly covered by the standard bereavement leave policy.

- C. Death of Co-Worker:** Special leave of absence with pay may be granted by the City Manager to allow co-workers to attend memorial/funeral services, allowing sufficient local travel time to and from service site. Such leave is not to be charged to any of the employee's accrued leave or compensatory time.

Section 15. Military Special Leave

- A.** An employee who is a member of the National Guard or a member of the Reserve Corps of the United States Armed Services shall be entitled to leave of absence from duties without loss of time, pay, vacation or other employment rights as provided by City policy consistent with State statutes and Federal law.
- B. Employees must utilize all existing applicable leave before leave without pay will be approved.**
- C.** Military orders or other documentation acceptable to the Human Resources Director, which shows the dates of the employee's required military duties, shall be attached to the leave of absence request form.

...

Section 17. Special Leave Without Pay

- A. The Department Director may approve special leave without pay. This leave without pay is intended only for short periods of time and may not exceed 15 working days. Leave without pay will be approved only when all applicable leave time is exhausted.
- B. For absences longer than 15 days, upon written request, an employee may, with the approval of the Department Director and the City Manager, be granted special extended leaves of absence without pay for any of the following reasons:
 - 1. To run for elective office.
 - 2. To enable an employee to engage in a course of study which will increase the employee's usefulness to the City service.
 - 3. To enable any regular employee a leave of absence for equally good reasons. In the case of a conflict of interpretation, determination by the City Manager as to what constitutes "equally good reasons" will be final and the employee will have no right of appeal.
- C. A leave of absence request form approved by the Department Director and the City Manager, indicating the specific date when the leave of absence will end, shall be submitted to the Human Resources Director. An employee who fails to return to work on or before the ending date of the leave shall be absent without approved leave.

Section 18. Extended Special Leave with Pay

An employee may be granted an extended special leave with pay when it is clearly in the best interests of the City and leave is recommended by the City Manager ~~and subsequently approved by the City Council.~~

...

Section 20. Doctor's Release

- A. A certificate from a health care provider releasing the employee to return to work may be required for any absence due to illness or injury of three (3) or more consecutive working days in duration. The certificate must be presented to the immediate supervisor before the employee resumes the performance of duties. The certificate must state that the individual has recovered from illness or injury and is able to perform the duties of the position.

- B. The Department Director, in coordination with Human Resources Director, may require the employee to submit a doctor's certificate for any length of absence due to illness or injury if in the Department Director's opinion, it is in the best interests of the City. ~~No medical documentation shall be required for an absence of less than three (3) consecutive days for which Statutory Sick Leave was used.~~

...

Section 21. Payment of Sick Leave

- A. A regular full-time or part-time employee who retires from City employment through a City-affiliated retirement system or is approved for long-term disability benefits within 180 days of separation and is eligible to retire at separation shall be compensated for all accumulated sick leave at the rate of fifty percent (50%) of the accumulated sick leave at the employee's current rate to be deposited into the employee's City sponsored ~~Retirement Health Saving Plan Account~~ **Post Employment Health Plan (PEHP).**
- B. A regular full-time or part-time employee who retires from City employment through a City affiliated retirement system or is approved for long-term disability benefits within 180 days of separation and is eligible to retire at separation shall be compensated for Years of Service Pay as established by the City Manager for each twelve (12) month year of City of Chandler service prorated for any partial year when the employee has a minimum of five (5) years of regular service with the City of Chandler. These funds will be deposited into the employee's City sponsored ~~Retirement Health Savings Plan account~~ **Post Employment Health Plan (PEHP).**
- C. The beneficiaries of an employee who dies prior to retirement shall receive compensation for all accumulated sick leave at the rate of fifty percent (50%) of the accumulated sick leave hours at the employee's current base rate and shall receive compensation for Years of Service Pay as established by the City Manager for each 12- month year of City of Chandler service prorated for any partial year.
- D. The beneficiaries of an employee who dies in the line of duty shall receive compensation for all accumulated sick leave at the rate of one hundred percent (100%) of the accumulated sick leave hours at the employee's base rate and shall receive compensation for Years of Service Pay as established by the City Manager for each twelve (12) month year of City of Chandler service prorated for any partial year.
- E. When an employee is laid off, no part of the sick leave balance shall be paid.
- F. An employee who terminates from City employment for any reason other than stated in Section 21 shall forfeit all accumulated City Sick Leave.

...

Section 23. Administrative Leave

- A. The Department Director may place an employee on administrative leave with pay at any time for the purpose of investigating allegations against the employee, which could result in disciplinary action. Such administrative leave shall not exceed 30 calendar days except with the approval of the City Manager, who may approve ~~an~~ additional **30-days time** if the investigation is so complex that it cannot be completed in 30 days. Administrative leave shall be ordered, in writing, after coordination with the Human Resources Director. Such administrative leave will not be considered a disciplinary action, and the employee shall not have any appeal rights. After the investigation has been completed, for which the employee was placed on administrative leave, the Department Director after coordination with the Human Resources Director, shall dismiss, demote, suspend without pay or reinstate the employee, without prejudice. If the employee is reinstated without prejudice, all reference to the administrative leave shall be removed from the employee's file.
- B. Administrative leave with pay may be granted by the City Manager in emergency situations to allow employees to attend to business resulting from serious accidents involving employee's property, which has been damaged or lost, due to fire, flooding, devastating wind, vandalism, or by other means out of the employee's control to prevent. Administrative leave with pay may also be granted by the City Manager due to malfunction of publicly owned or controlled machinery or equipment; for the well-being of the employees; or when it is in the best interest of the City.
- C. Department Directors may grant annually one day of administrative leave with pay to employees who warrant such absence.
- D. Leave granted under this rule is not to be charged to any of the employee's accrued leave or compensatory time.

Revised January, 2002 – Resolution No. 3472

Revised June, 2008 – Resolution No. 4203

Revised May, 2009 – Resolution No. 4289

Revised September, 2010 – Resolution No. 4463

Revised June, 2011 – Resolution No. 4519

Revised September, 2011 – Resolution No. 4536

Revised November, 2013 – Resolution No. 4728

Revised September, 2014 – Resolution No. 4762

Revised May, 2015 – Resolution No. 4847

Revised June, 2017 – Resolution No. 5068

Revised June, 2022 – Resolution No. 5594

Revised June, 2024 - Resolution No. 5760



City Council Memorandum Human Resources Memo No. N/A

Date: June 24, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Rae Lynn Nielsen, Human Resources Director
From: Fernanda Acurio, Benefits & Compensation Manager
Subject: Agreement No. HR3-953-4609, Amendment No. 1, with Nationwide Retirement Solutions, Inc., for Deferred Compensation 457 Plan and Post Employment Health Plan Administration, Investment, and Trust Services

Proposed Motion:

Move City Council approve Agreement No. HR3-953-4609, Amendment No. 1, with Nationwide Retirement Solutions, Inc., for Deferred Compensation 457 Plan and Post Employment Health Plan administration, investment, and trust services.

Background/Discussion:

The City of Chandler maintains a deferred compensation plan in accordance with Internal Revenue Code Section 457 (the "457 Plan"). Additionally, the City has established Post Employment Health Plans (PEHP), formerly called Retirement Health Savings plans (RHS). The PEHP covers all full-time employees and benefit-eligible part-time employees, City Council members, and retirees who are eligible for medical expense reimbursement payments as specified by IRS regulations.

During the transition from the current provider, MissionSquare Retirement (formerly ICMA-RC), to Nationwide, the vendor identified an error in the per participant fee for the PEHP, reflected in the Compensation and Funding Vehicle for PEHP (Exhibit B) and the Fee Schedule (Exhibit C) of the original agreement approved by City Council. This amendment corrects the errors in the original Exhibits B and C. No other changes are required.

Evaluation:

On February 22, 2024, City Council approved an agreement with Nationwide Retirement Solutions, Inc., for the Deferred Compensation 457 Plan and Post Employment Health Plan (PEHP) administration, investment, and trust services, for a three-year period. Staff recommends the approval of this amendment to correct the error in Exhibits B and C to the original agreement. There are no other changes to the terms and conditions of the original agreement.

Financial Implications:

There is no financial impact to the City, as this program is an employee-paid benefit. The per participant annual cost structure is as follows:

PEHP (RHS) - \$53 per participant annually. These fees will be computed on a quarterly basis (per quarter per participant), based on their investments.

Fiscal Impact				
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
N/A	N/A	N/A	N/A	N

Attachments

Amendment



City Clerk Document No. _____

City Council Meeting Date: June 27, 2024

**AMENDMENT TO CITY OF CHANDLER SERVICES AGREEMENT
DEFERRED COMPENSATION 457 PLAN AND POST EMPLOYMENT HEALTH PLAN
ADMINISTRATION, INVESTMENT AND TRUST SERVICES
CITY OF CHANDLER AGREEMENT NO. HR3-953-4609**

This Amendment No. 1 is made and entered between the City of Chandler, an Arizona municipal corporation (City), and Nationwide Retirement Solutions, Inc., a Delaware corporation (Contractor) (City and Contractor may individually be referred to as Party and collectively referred to as Parties), and made _____, 2024 (effective date).

RECITALS

WHEREAS, the Parties entered the City of Chandler Services Agreement Deferred Compensation 457 Plan and Post Employment Health Plan Administration, Investment, and Trust Services City of Chandler Agreement No. HR3-935-4609 ("Agreement") on February 27, 2024, under which Contractor agreed to provide administrative services to the City's Deferred Compensation Plan and Post Employment Health Plan (hereinafter "Plan" or "Plans"); and

WHEREAS, the executed Agreement contains a misstatement of the compensation requirement for the Post-Employment Health Plan (PEHP); and

WHEREAS, the Parties desire to correct the error and continue their relationship subject to the terms and conditions set forth in the Agreement; and

WHEREAS, the Parties wish to amend the Agreement to accurately reflect the agreed upon terms.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. Exhibit B Attachment A: section a., Compensation and Funding Vehicle for PEHP, of the Agreement is hereby deleted and replaced in its entirety with the revised Exhibit B Attachment A: section a., Compensation and Funding Vehicle for PEHP, attached hereto and incorporated by reference herein as Attachment 1.

2. Exhibit C, Fee Schedule, of the Agreement is hereby deleted and replaced in its entirety with the revised Exhibit C, Fee Schedule, attached hereto and incorporated by reference herein as Attachment 2.
3. All other terms and conditions of the Agreement remain unchanged and in full force and effect. If a conflict or ambiguity arises between this Amendment No. 1 and the Agreement, the terms and conditions in this Amendment No. 1 prevail and control.

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

FOR THE CITY

FOR THE CONTRACTOR

By: _____

By: L. Alexis Cousineau

Its: Mayor

Its: AVP, Operations

APPROVED AS TO FORM:

By: _____
City Attorney *REL*

ATTEST:

By: _____
City Clerk

ATTACHMENT 1

EXHIBIT B ATTACHMENT A: COMPENSATION AND FUNDING VEHICLE FOR PEHP

- a. As compensation for the performance of the Administrative Services provided by Nationwide pursuant to this Agreement, the Plan Sponsor and Nationwide agree that Nationwide shall be entitled to receive an annualized compensation requirement of \$53.00 per Participant account ("Compensation Requirement") to be assessed on a quarterly basis. Nationwide's Compensation Requirement shall be paid from Plan assets, specifically, each eligible Participant account will be assessed a charge of \$13.25 of the last business day of each quarter. For this purpose, a Participant account is eligible to be assessed if the Participant account has an account balance on the first day of each calendar quarter (i.e.: January 1st, April 1st, July 1st and October 1st) that is equal to or greater than \$13.25. In addition to the foregoing, the parties acknowledge and agree that Nationwide may receive revenue associated with annuity contracts, revenue from mutual fund providers, as well as fees associated with specific services or products.

ATTACHMENT 2**EXHIBIT C
FEE SCHEDULE**

	Plan Type	Open Architecture	Using Proprietary Stable Value
Per-Participant	475/401(a)	\$76	\$28
Per-Participant	PEHP	\$53	\$53
Fee assumptions based on 24 days of on-site services.	<p>The Proprietary option assumes the Nationwide True Flex with an initial crediting rate of 2.75% and that existing Plus Fund assets will map to the product no later than February 2024.</p> <p>All options assume Nationwide ProAccount will be available to participants as an optional service and existing managed accounts will map accordingly.</p> <p>The Nationwide Custom PEHP product is available for existing RHS plans. The initial crediting rate is 2.75% and assumes that existing Plus Fund assets will map to the product no later than February 2024.</p>		

Other Fees and Expenses	
Adding a New Fund to the Investment Platform	\$0
Each Additional On-Site Participant Education Day	\$0
Custom Client Branded Communication and Education Materials	Customization of select electronic and print administrative forms with Plan-specific content including Plan name, logo, and City investment line up information
CERTIFIED FINANCIAL PLANNER™ Services	\$0
Unitized Custom Model Portfolios	\$3,000 annually for each portfolio
Non-unitized Custom Model Portfolios	\$3,000 annually for each portfolio
Loan Origination	\$50
Annual Loan Maintenance Fee	\$50
Other Loan Fees	Default Fee (annual until repaid) - \$50
Hardship Approval and Processing	\$0
Qualifying and Processing DROs	\$0
Distribution Fees (list all)	\$0
Periodic Payments (Installment) Set-Up Fees	\$0
Annual Periodic Payments (Installment)	\$0

In-Service 59 ½ Withdrawal Fees	\$0	
ACH	\$0	
Wire Transfer	\$0	
Overnight Delivery	\$25	
Managed Account Fees	ProAccount Fee Schedule	
	Account Balance	Annual Fee
	First \$99,999	0.50%
	Next \$150,000	0.45%
	Next \$150,000	0.40%
	Next \$100,000	0.35%
	Assets of \$500,000	0.30%
Self-Directed Brokerage Fees	Initiation Fee - \$50 Annual Maintenance Fee - \$50 Schwab may assess additional fees based on participant trading activity within their account.	
Creation of Required Annual Notices	\$0	
Mailing of Required Notices	\$0	
Creation of Fund Change Notices	\$0	
Mailing of Fund Change Notices	\$0	
Mailing of Participant Statements	\$0	
One-Time Costs Related to the Transition or Plan	Included	
Recordkeeping Contract Termination Fees	\$0	
Special Project Fees	TBD per project	
1095c or other required notices	\$0	
Other Fees (list)	N/A	



City Council Memorandum Law Memo No. N/A

Date: June 24, 2024
To: Mayor and Council
From: Kelly Schwab, City Attorney
Subject: Renewal of Commercial Insurance and Services for Fiscal Year (FY) 2024-25

Proposed Motion:

Move City Council approve the renewal of commercial insurance and services for FY 2024-25 and authorize the City Attorney and Human Resources Director to sign all documents related to obtaining commercial insurance and services in an amount not to exceed \$3,929,813.

Background/Discussion

On March 23, 2017, City Council approved Agreement No. LW7-953-3735 with Arthur J. Gallagher Risk Management Services, Inc. for insurance broker services. Arthur J. Gallagher Risk Management Services, Inc. acts as the Insurance Broker of Record for the City of Chandler's workers' compensation, casualty/liability, property, and automobile insurance coverage. They also advise and coordinate with the City's Risk Management Administrator and City Attorney to obtain bids from insurers and negotiate the best terms and coverage for the various exposure areas.

The City self-insures and carries excess coverage in the areas and at the levels indicated below. The total premium cost of recommended coverage through commercial carriers for FY 2024-25 is estimated at \$3,929,813, compared to FY 2023-24 which was \$2,874,962. The estimated increase in rate premium is due primarily to a 62% rise in City's property values. This includes updated valuations at the water treatment facilities.

Excess Workers' Compensation:

Excess Workers' Compensation Insurance is carried through Safety National. In

FY 2023-24 the City was self-insured ("SIR") for the first \$3,000,000 for Police and Fire, and \$1,500,000 for the remainder of the City employees. For the 2024 renewal, the City received a quote from Safety National. Details are included in the attachment to this memorandum.

Safety National provided a renewal quote with a 15.5% increase in premium. This increase is being driven primarily by an 15% increase in payroll costs and does not include any increases to SIR for any category.

Property Insurance:

Property Insurance is carried through The Travelers Indemnity Company which provides broad coverage for buildings, water facilities, well sites, business personal property, fine arts, Electronic Data Processing (EDP), mobile equipment, as well as boilers and machinery. This policy has various deductibles including \$100,000 per occurrence for most losses, \$100,000 for earth movement, \$500,000 for Flood Zone A, \$250,000 for Flood Zone B, and \$100,000 occurring anywhere else in the policy territory where flood coverage applies, in any one occurrence. Premium for FY 2024-25 is not to exceed \$1,251,000. Premium for FY 2023-24 was \$699,000. As stated before, the City's 62% increase in property values is the main factor in the increase in the premium.

Due to the catastrophic losses that have occurred in the United States as well as internationally, the property insurance market has hardened, resulting in significant increases in premiums. As a result of the hard market, Travelers Insurance Company, who had written the City's property and Auto Physical Damage (ADP) policy up to FY 2019/2020, will no longer write the City's ADP and equipment. The City has been unable to find a carrier that will write over the road coverage for ADP and equipment that is licensed for road use. The City continues to self-insure all City owned autos and equipment until a carrier is willing to write over the road coverage.

Excess Liability Coverage:

Excess Liability Coverage is carried through Safety National, Gemini, Arch, StarStone, Westchester, and Great American in \$5 million increments, for a total of \$30 million excess liability coverage for FY 2024-25.

- \$5 million excess of \$1,750,000 Self-Insured Retention – Insurance is carried through Safety National. Premium for FY 2024-25 is not to exceed \$615,859. Premium for FY 2023-24 was \$518,949.
- \$5 million excess of \$6,750,000 – Insurance is through Gemini. Premium for FY 2024-25 is \$341,334. Premium for FY 2023-24 was \$278,020.
- \$5 million excess of \$11,750,000 – Insurance was through Genesis. New

insurance carrier is Arch. Premium for FY 2024-25 is \$201,240. Premium for FY 2023-24 was \$238,392.

- \$5 million excess of \$16,750,000 – Insurance is through StarStone. Premium for FY 2024-25 is \$135,192. Premium for FY 2023-24 was \$129,000.
- \$5 million excess of \$21,750,000 – Insurance is through Westchester. Premium for FY 2024-25 is \$131,064. Premium for FY 2023-24 was \$122,550.
- \$5 million excess of \$26,750,000 – Insurance is through Great American. Premium for FY 2024-25 is \$118,000. Premium for FY 2023-24 was \$110,000.

Crime Insurance:

Crime Insurance is carried through National Union Fire Insurance Co. of Pittsburgh, PA. Coverage includes state required bonds for the City's Management Services Director and Accounting Manager. This policy also provides coverage for members of the City's boards and commissions. Premium for FY 2024-25 is \$15,520. Premium for FY 2023-24 was \$15,679.

Network Security and Privacy Liability Insurance (Cyber Insurance):

Network Security and Privacy Liability Insurance also known as Cyber Liability Insurance was carried this past fiscal year through Cowbell with \$5 million coverage. For the upcoming fiscal year, the Cyber Liability is carried through Tokio Marine, AmTrust and Crum & Forster in \$5 million increments, for a total of \$15 million aggregate coverage for Liability, Data Restoration and System Failure, Premium for FY 2024-25 should not exceed \$357,273. Premium for FY 2023-24 was \$184,055. The increase in the premium reflects the increase in coverage.

Storage Tank Liability Insurance:

The City has one remaining fuel storage tank at the Chandler Airport that will be decommissioned as it is 38 years old. Storage Tank Liability Insurance is no longer available in Arizona. As was done last year, the City has opted to submit a letter of the use of the financial test for self-compliance from the City of Chandler Deputy City Manager and Chief Financial Officer (CFO). When the City had coverage, Policy limits were \$1,000,000 per tank, with a \$25,000 per incident deductible. Premium for FY 2024-25 is \$0. Premium for FY 2023-24 was \$0.

Airport Liability Insurance:

Airport Liability Insurance is carried through ACE Property & Casualty. Airport Owners and Operators Liability policy provides \$50 million in coverage per occurrence. Premium for FY 2024-25 is \$16,030. Premium for FY 2023-24 was \$16,030.

Fine Arts Insurance:

Fine Arts Insurance is carried through Axis Insurance Company. This is

purchased to cover the City's Museum collection and temporary loans. Deductible per occurrence is \$1,000 and for Deductible for outdoor art is \$2,500. Premium for FY 2024-25 is not to exceed \$8,996. Premium for FY 2023-24 was \$8,996.

Pollution Liability:

Pollution Insurance is carried through Ascot Insurance Company and provides a policy aggregate limit of \$5 million over a three-year period. This is a new coverage purchased by the City, to cover, Third Party Bodily Injury and Property Damage for New and for Pre-Existing Conditions, Cleanup Costs for Pre-Existing Conditions, Unlimited Defense outside the Limits of Liability, Non-Owned Disposal Site, Mold, Legionella, Emergency Response, Asbestos and Lead-Based Paint, Sudden and Accidental. Three-year Premium for FY 2024-25 through FY 2026-27 is \$102,374.

Fiscal Impact				
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
736.1250.0000.5620	Workers' Compensation	Excess Insurance	608,931.00	N
737.1310.0000.5610	Insured Liability	Fire Insurance	1,251,000.00	N
737.1310.0000.5614	Insured Liability	Public Liability	1,542,689.00	N
737.1310.0000.5618	Insured Liability	Crime Insurance	15,520.00	N
737.1310.0000.5618	Privacy/Security Liability	Network Liability	357,273.00	N
737.1310.0000.5618	Insured Liability	Storage Tanks Ins.	0.00	N
635.4100.0000.5614	Airport Operating	Public Liability	16,030.00	N
737.1310.0000.5610	Fine Arts	Fire Insurance	8,996.00	N
737.1310.0000.5614	Insured Liability	Public Liability	102,374.00	N
737.1310.0000.5219	Other Professional Services	Broker Fee	27,000.00	N

Attachments

FY 24-25 Workers' Comp Graph

Excess Workers' Compensation	2023 Expiring	2024 Renewal	% Change
Carrier	Safety National	Safety National	
SIR - Police & Fire	\$3,000,000	\$3,000,000	0
SIR - All Other	\$1,500,000	\$1,500,000	0
SIR – Wildland Firefighters	\$1,500,000	\$1,500,000	0
Estimated Payroll	\$159,978,986	\$184,748,590	15%
Rate Per \$100 of Payroll	0.3300	0.3300	0%
Premium	\$527,291	\$608,931	15.5%



City Council Memorandum Management Services Memo No. 24-089

Date: June 24, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
From: Matthew Dunbar, Budget and Policy Director
Subject: Ordinance No. 5095, Levying upon the Assessed Valuation of the Property within the City of Chandler, Arizona, Subject to Taxation a Certain Sum Upon Each One Hundred Dollars (\$100) of Assessed Valuation Sufficient to Raise the Amount Estimated to be Required in the Annual Budget, less the Amount to be Received from Other Sources of Revenue; Providing Funds for Various Bond Redemptions, for the Purpose of Paying Interest Upon Bonded Indebtedness and Providing Funds for General Municipal Expenses, all for the Fiscal Year Ending the 30th Day of June, 2025

Proposed Motion:

Move City Council adopt Ordinance No. 5095, levying upon the assessed valuation of the property within the City of Chandler, Arizona, subject to taxation a certain sum upon each one hundred dollars (\$100) of assessed valuation sufficient to raise the amount estimated to be required in the annual budget, less the amount to be received from other sources of revenue; providing funds for various bond redemptions, for the purpose of paying interest upon bonded indebtedness and providing funds for general municipal expenses, all for the Fiscal Year ending the 30th day of June, 2025.

Background:

State law requires the tax levy necessary for funding the adopted budget be established by ordinance and be adopted fourteen (14) days following the public hearing and the final adoption of the budget and not later than the third Monday in August (August 19, 2024). As this tax levy ordinance is an administrative method of setting apart funds necessary for use and maintenance, it does not require an extraordinary (3/4) vote to make it effective immediately. This determination is based on a Supreme Court decision and is fully explained in the Municipal Budget

and Financial Manual provided by the League of Arizona Cities and Towns.

Discussion:

The City received notification of Chandler's 2024 tax values from the Maricopa County Assessor on February 11, 2024, as required by State law. The City's total assessed valuation is \$4,108,053,847, which is a 5.3% increase from the 2023 total assessed valuation, and includes valuation changes to existing property as well as the value of new growth. Based on a legislative change implemented July 1, 2015, property owners are now assessed on the Limited Assessed Value (LAV) versus Full Cash Value (FCV), and residential property values cannot increase more than 5% in a given year. For FY 2024-25, City Council has approved a \$0.01 reduction in the primary property tax rate (from \$0.2226 to \$0.2126) and no change to the secondary property tax rate (\$0.8700), bringing the combined property tax rate from \$1.0926 to \$1.0826 per \$100 of assessed valuation. This action represents the ninth consecutive year the property tax rate has been reduced to help minimize the impact to the median value homeowner.

As part of the tax levy process, the County Assessor also establishes the maximum allowable primary property tax rate, which allows a 2% increase in the maximum tax levy each year. Chandler's maximum primary property tax rate for Tax Year 2024 is \$0.5927 per \$100 of assessed value. The FY 2024-25 Adopted Budget sets the rate at \$0.2126 per \$100 of assessed valuation, which is significantly less than the maximum. In addition, the State Property Tax Oversight Commission establishes a maximum primary property tax rate that would require a Truth in Taxation notice, which requires special notice to citizens and a roll call vote to levy the increased property taxes. Since the City of Chandler rate for the FY 2024-25 Budget of \$0.2126 per \$100 of assessed valuation does not exceed the maximum primary property tax rate that would require a Truth in Taxation notice (\$0.2126), the City is not subject to the Truth in Taxation provisions this year.

Ordinance No. 5095 follows the prescribed form recommended for adoption and establishes a tax levy of an estimated \$44,473,791, as set forth in the FY 2024-25 Budget. In this ordinance, the Chandler City Council directs the County of Maricopa to levy the amount allowed by law. The total property tax rate will be \$1.0826 per \$100 of assessed valuation. The property value estimates received from the County Assessor's office are available for public inspection on the City's website at www.chandleraz.gov/budget or by calling the Budget Division at (480) 782-2254.

Financial Implications:

The Tax Levies set the total FY 2024-25 levy rates and amounts to fund general operations of the City (funded by the primary property tax rate set at \$0.2126 per \$100 of assessed valuation), as well as funding debt service payments on outstanding general obligation bonds (funded by the secondary property tax rate set at \$0.8700 per \$100 of assessed valuation).

Attachments

Ordinance #5095 Tax Levy

ORDINANCE NO. 5095

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF CHANDLER, ARIZONA, SUBJECT TO TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES, ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2025.

WHEREAS, by the provisions of State law, the ordinance levying taxes for Fiscal Year (FY) 2024-25 is required to be finally adopted not later than the third Monday in August; and

WHEREAS, the County of Maricopa is the assessing and collecting authority for the City of Chandler, the Clerk is hereby directed to transmit a certified copy of this ordinance to the County Assessor and the Board of Supervisors of the County of Maricopa, Arizona.

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

Section 1. There is hereby levied on each one hundred dollars (\$100.00) of the assessed value of all property, both real and personal within the corporate limits of the City of Chandler, except such property as may be by law exempt from taxation, a primary property tax rate of \$0.2126 for the Fiscal Year ending on the 30th day of June, 2025. If this tax rate exceeds the maximum levy allowed by law, the Board of Supervisors of the County of Maricopa is hereby authorized to reduce the levy to the maximum allowable by law after providing notice to the City.

Section 2. In addition to the rate set in Section 1 hereof, there is hereby levied on each one hundred dollars (\$100.00) of the assessed value of all property, both real and personal within the corporate limits of the City of Chandler, except such property as may be by law exempt from taxation, a secondary property tax rate of \$0.8700 but not more than the actual general obligation bond debt service due during the year plus anticipated debt service due for issues sold during the year, for the purpose of providing a bond interest and redemption fund for the City of Chandler for the Fiscal Year ending June 30, 2025.

Section 3. It is the intent of the City Council of the City of Chandler, Arizona, to levy the primary property tax for operations, and levy the secondary property tax for bonded debt such that the combined property tax for the City of Chandler for FY 2024-25 will equal \$1.0826.

Section 4. Failure by the county officials of Maricopa County, Arizona, to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to him or to them shall not invalidate any proceedings or any deed or sale pursuant thereto, the validity of the assessment or levy of taxes or of the judgment of sale by which the collection of the same may be enforced shall not affect the lien of the City of Chandler upon such property for the delinquent taxes unpaid thereon; overcharge as to part of the taxes or of costs shall not invalidate any proceedings for the collection of taxes or the foreclosure of the lien thereon or a sale of the property under such foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

Section 5. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 6. This ordinance shall be in full force and effect from and after its passage by the Council and approval by the Mayor.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this ____ day of June, 2024.

ATTEST:

CITY CLERK

MAYOR

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

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5095 as duly passed and adopted by the City Council of the City of Chandler, at a regular meeting held on the 27th day of June, 2024, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Published:

**City Council Memorandum Management Services Memo No. 24-104**

Date: June 24, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Dawn Lang, Deputy City Manager - CFO
From: Kenya Lugo-Waite, Acting Environmental Services Manager
Subject: Introduction of Ordinance No. 5087 City Code Chapter 45 Updates

Proposed Motion:

Move City Council introduce and tentatively adopt Ordinance No. 5087, amending City Code Chapter 45 Storm Drainage requirements by adding definitions, declaring stormwater pollution to be a public nuisance, declaring that altering or failing to maintain a stormwater collection system is a public nuisance, providing for enforcement through civil citation or criminal enforcement for willful violations or habitual offenders, adding construction and post-construction stormwater runoff/release control requirements, and providing for appeals.

Background:

The City of Chandler is subject to Clean Water Act requirements as prescribed by Phase II Municipal Separate Storm Sewer System (MS4) Arizona Pollutant Discharge Elimination System (AZPDES) Permit No. AZG2021-002 (Permit). The Permit was issued by the Arizona Department of Environmental Quality (ADEQ) in 2021. In accordance with the Permit, the city is required to reduce the discharge of pollutants to the maximum extent practicable to protect water quality. To satisfy this requirement, Chandler must implement Minimum Control Measures (MCM) required by the permit.

The ordinance revision is required for the city to enforce sections of the ADEQ MS4 Phase II Permit and the city's drainage requirements to address stormwater quality concerns to provide for the health, safety, and general welfare of the citizens of Chandler by establishing procedures and practices that will prevent or minimize, to the maximum extent practicable, the discharge of pollutants to City

right-of-way or a stormwater collection system. The revisions to City Code will allow the city to enforce and issue citations based on Chapter 45 as referenced in the Enforcement Response Plan (ERP). It will also allow enforcement at construction sites that discharge pollutants into the city's MS4 system and continue to allow enforcement on pollutant discharges to the city's MS4 system.

Discussion:

The proposed changes to City Code Chapter 45 are summarized on the Chapter 45 crosswalk attachment. Changes include the addition of definitions, updated references to city and county policies, defining what is considered a nuisance or violation of the city's MS4 Permit, referring to City Code Article II of Chapter 30 for administrative enforcement if considered a public nuisance, and adding construction site stormwater runoff/release control requirements, post-construction stormwater runoff release and maintenance requirements, the ability to inspect and enforce (based on City Code Article II of Ch. 30), the ability to impose civil citations or criminal enforcement for violations and penalties for willful/negligent violations (refers to City Code Chapter 30 and Section 1-8.7), the ability to appeal to superior court of Maricopa County, and finally the ability to provide for criminal enforcement for habitual offenders penalized through City Code Section 1-8.7.

The amendments will clarify stormwater violations and the corresponding penalties in an equitable and consistent manner in order to protect the public, the city's investment in its infrastructure, and personnel working in or on the municipal storm sewer system.

Attachments

Ordinance 5087 Ch. 45 Stormwater Drainage and Pollution Prevention Update
Ch 45 Update Crosswalk

ORDINANCE NO. 5087

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, DECLARING THE DOCUMENT ENTITLED “AMENDMENTS TO CHAPTER 45, STORM DRAINAGE REQUIREMENTS” AS A PUBLIC RECORD; AMENDING THE CODE OF THE CITY OF CHANDLER, CHAPTER 45 STORM DRAINAGE REQUIREMENTS, BY RENAMING THE CHAPTER TO STORMWATER DRAINAGE AND POLLUTION PREVENTION; ADDING, RENUMBERING, AND AMENDING NEW SECTIONS 45-1 DEFINITIONS, 45-2 DELEGATION OF AUTHORITY FOR ADMINISTRATION AND ENFORCEMENT, 45-3 UNIFORM DRAINAGE POLICIES AND STANDARDS ADOPTED, 45-4 RIGHT OF CITY TO DRAIN STANDING WATER, 45-5 DECLARATION OF NUISANCE, 45-6 PROHIBITION OF NON-STORMWATER DISCHARGE TO THE STORMWATER COLLECTION SYSTEM; EXCEPTIONS, 45-7 CONSTRUCTION SITE STORMWATER RUN OFF/RELEASE CONTROL REQUIREMENTS, 45-8 POST-CONSTRUCTION STORMWATER RUNOFF/RELEASE AND MAINTENANCE REQUIREMENTS, 45-9 INSPECTION AND ENFORCEMENT, 45-10 VIOLATIONS AND PENALTIES, 45-11 APPEALS, AND 45-12 HABITUAL OFFENDERS; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Arizona Department of Environmental Quality’s (ADEQ) Arizona Pollutant Discharge Elimination System (AZPDES) General Permit for Stormwater Discharges from Small Municipal Separate Storm Sewer Systems (MS4) to Waters of the United States No. AZG2021-002, requires the City to adopt stormwater codes and the Stormwater Enforcement Response Plan (ERP) which sets forth procedures for compliance actions and escalation of enforcement of the City’s ordinances relating to storm water quality; and

WHEREAS, the City Manager or designee has the authority to enforce the City’s drainage requirements, stormwater codes, Best Management Practices (BMPs), and AZPDES permit requirements; and

WHEREAS, the City Manager or designee has adopted the Stormwater Enforcement Response Plan (ERP), which clarifies policies and procedures for how the City will investigate and respond to instances of noncompliance with the City’s stormwater codes, regulations, drainage requirements, BMPs, and violations of its AZPDES permit requirements; and

WHEREAS, it is necessary to amend Chapter 45 Storm Drainage Requirements, of the Chandler City Code, to be consistent with the ERP and the City’s AZPDES permit requirements; and

WHEREAS, it is further necessary to amend Chapter 45, so that violations may be enforced through civil citations and to provide for criminal enforcement for habitual offenders; and

WHEREAS, the amendments will clarify stormwater violations and the corresponding penalties associated in an equitable and consistent manner in order to protect the public, the City's investment in its infrastructure, and personnel working in or on the municipal separate storm sewer system.

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

Section 1. That certain document known as the "Amendments to Chapter 45, Storm Drainage Requirements," 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, Chapter 45, is hereby renamed, renumbered, and amended by adoption of the "Amendments to Chapter 45, Storm Drainage Requirements," 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.**
A violation of this ordinance shall be a civil infraction, and habitual offenders are punishable by criminal citation subject to the enforcement and penalty provisions set forth in 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. 5087 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2024, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY TA

Published in the Arizona Republic on:

AMENDMENTS TO CHAPTER 45
STORM DRAINAGE REQUIREMENTS

{Public Record for Ordinance No. 5087}

Section 1. Chapter 45 of the Chandler City Code is renamed from “Storm Drainage Requirements” to “Stormwater Drainage and Pollution Prevention.”

Section 2. Chapter 45 of the Chandler City Code is amended as follows.

45-1. DEFINITIONS

IN ADDITION TO THE DEFINITIONS SET FORTH IN SECTION 1.2 OF THIS CODE, THE FOLLOWING TERMS SHALL HAVE THE FOLLOWING MEANINGS, UNLESS THE CONTEXT CLEARLY REQUIRES OTHERWISE:

APPLICABLE WATER QUALITY STANDARD MEANS A NUMERIC OR NARRATIVE WATER QUALITY CRITERION THAT LIMITS THE QUANTITY OR CONCENTRATIONS OF POLLUTANTS THAT MAY BE PRESENT IN NAVIGABLE WATERS DEFINED IN 33 U.S.C. SECTION 1362(7).

BEST MANAGEMENT PRACTICES (BMPs) MEANS ACTIVITIES, PROHIBITION OF PRACTICES, STRUCTURAL AND NONSTRUCTURAL CONTROLS, OPERATIONAL AND MAINTENANCE PROCEDURES, CONTROL MEASURES AND OTHER MANAGEMENT PRACTICES TO PREVENT OR REDUCE THE DISCHARGE OF POLLUTANTS TO THE STORMWATER COLLECTION SYSTEM. BMPs ALSO INCLUDE TREATMENT REQUIREMENTS, OPERATING PROCEDURES, AND PRACTICES TO CONTROL SITE RUNOFF, SPILLAGE OR LEAKS, OR DRAINAGE FROM OUTDOOR STORAGE AREAS.

CITY MANAGER MEANS THE CITY MANAGER FOR THE CITY OF CHANDLER OR THE CITY MANAGER’S DESIGNEE.

FIREFIGHTING ACTIVITIES MEANS ALL EMERGENCY RESPONSE ACTIVITIES THAT CONTROL OR EXTINGUISH FIRES. THE PHRASE DOES NOT INCLUDE THE RELEASE OF SIGNIFICANT MATERIALS THAT OCCUR AFTER AN EMERGENCY SITUATION HAS ENDED.

MS4 MEANS THE CITY-OWNED MAN-MADE MUNICIPAL SEPARATE STORM SEWER SYSTEM DESIGNED OR USED FOR COLLECTING AND/OR CONVEYING ONLY STORMWATER, INCLUDING CITY STREETS WITH DRAINAGE SYSTEMS, RETENTION AND DETENTION BASINS, CATCH BASINS, CURBS, GUTTERS, DITCHES, CHANNELS, AND STORM DRAINS.

NPDES/AZPDES PROGRAM MEANS THE FEDERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM ADMINISTERED

NATIONALLY PURSUANT TO 33 U.S.C. SECTION 1342 AND THE ARIZONA POLLUTION DISCHARGE ELIMINATION SYSTEM (AZPDES) PROGRAM ADMINISTERED IN ARIZONA PURSUANT TO ARIZONA REVISED STATUTES, TITLE 49, CHAPTER 2, ARTICLE 3.1.

NPDES/AZPDES PERMIT MEANS AN AUTHORIZATION TO DISCHARGE STORMWATER ISSUED UNDER THE NPDES/AZPDES PROGRAM.

POLLUTANT MEANS FLUIDS, CONTAMINANTS, TOXIC WASTES, TOXIC POLLUTANTS, DREDGED SPOIL, SOLID WASTE, SUBSTANCES AND CHEMICALS, PESTICIDES, HERBICIDES, FERTILIZERS AND OTHER AGRICULTURAL CHEMICALS, INCINERATOR RESIDUE, SEWAGE, GARBAGE, SEWAGE SLUDGE, MUNITIONS, PETROLEUM PRODUCTS, CHEMICAL WASTES, BIOLOGICAL MATERIALS, RADIOACTIVE MATERIALS, HEAT, WRECKED OR DISCARDED EQUIPMENT, ROCK, DIRT, SAND, SEDIMENT, AND MINING, MUNICIPAL, AND AGRICULTURAL WASTE, OR ANY OTHER LIQUID, SOLID, GASEOUS OR HAZARDOUS SUBSTANCES.

POLLUTION MEANS THE PRESENCE OF POLLUTANTS ON LAND OR IN STORMWATER.

POLLUTION PREVENTION MEANS OPERATIONAL PROCEDURES AND PROCESSES AND IMPROVEMENTS IN HOUSEKEEPING OR MANAGEMENT TECHNIQUES THAT REDUCE POTENTIAL OR ACTUAL RELEASES OF POLLUTANTS TO THE ENVIRONMENT INCLUDING ALL AIR, WATER, AND LAND RESOURCES AFFECTED BY THOSE POLLUTANTS.

STORMWATER COLLECTION SYSTEM MEANS ALL OR ANY PART OF ANY PUBLICLY OR PRIVATELY OWNED SYSTEM OR STRUCTURE DESIGNED OR UTILIZED TO RECEIVE, COLLECT, DETAIN, RETAIN, OR CONVEY STORMWATER AND ANY DIRECT CONNECTION TO SUCH SYSTEM OR STRUCTURE. SUCH A SYSTEM MAY INCLUDE BUT IS NOT LIMITED TO WATER CONVEYANCE SYSTEMS, INCLUDING ROADS WITH DRAINAGE SYSTEMS, CATCH BASINS, CURBS, GUTTERS, DITCHES, CHANNELS, SWALES, DRYWELLS, CULVERTS, STORM DRAINS, RETENTION OR DETENTION AREAS, SPILLWAYS, SCUPPERS, PUMP STATIONS OR STORM DRAINS LOCATED WITHIN EASEMENTS, RIGHTS-OF-WAY, PARKS, STREETS, ROADS, PARKING LOTS, OR HIGHWAYS OR IN COMMON AREAS OF REAL PROPERTY, THAT ARE USED FOR COLLECTING, RETAINING, OR CONVEYING STORMWATER.

RELEASE MEANS ANY SPILLING, LEAKING, PUMPING, POURING, EMITTING, EMPTYING, DISCHARGING, INJECTING, PLACING, LEACHING, DUMPING, OR DISPOSING INTO OR ON ANY LAND IN SUCH A MANNER THAT SIGNIFICANT MATERIALS, POLLUTANTS, OR STORMWATER HAS THE REASONABLE POTENTIAL TO BE INTRODUCED INTO THE STORMWATER COLLECTION SYSTEM.

SIGNIFICANT MATERIALS OR SEDIMENT MEANS AND REFERS TO SOLID, LIQUID, OR GASEOUS SUBSTANCES OTHER THAN STORMWATER THAT CAUSES OR MAY

CAUSE OR CONTRIBUTE TO THE VIOLATION OF A WATER QUALITY STANDARD PURSUANT TO FEDERAL OR STATE LAW OR THE PROVISIONS OF ANY PERMIT ISSUED TO THE CITY.

STORMWATER MEANS RAINFALL RUNOFF, SNOWMELT RUNOFF, AND SURFACE RUNOFF AND DRAINAGE.

STORMWATER MANAGEMENT PLAN (SWMP) MEANS A DOCUMENT, TAILORED TO THE FACILITY'S SITE-SPECIFIC CONDITIONS AND ACTIVITIES, IDENTIFYING THE FACILITY'S PLAN FOR ELIMINATING, MINIMIZING, OR REDUCING THE AMOUNT OF POLLUTION IN STORMWATER DISCHARGED FROM THE FACILITY.

STORMWATER POLLUTION PREVENTION PLAN (SWPPP) MEANS A DOCUMENT THAT IDENTIFIES ALL POTENTIAL SOURCES OF POLLUTION WHICH MAY REASONABLY BE EXPECTED TO AFFECT THE QUALITY OF STORMWATER DISCHARGES FROM THE CONSTRUCTION SITE.

45-2. DELEGATION OF AUTHORITY FOR ADMINISTRATION AND ENFORCEMENT.

THE CITY MANAGER SHALL DESIGNATE ONE OR MORE CITY DEPARTMENTS RESPONSIBLE FOR ENFORCEMENT OF THIS CHAPTER AND THE CITY OF CHANDLER STORMWATER MANAGEMENT PLAN.

~~45-1.~~ 45-3. Uniform Drainage Policies and Standards adopted.

~~That certain document, three (3) copies of which are on file with the City Clerk marked, known and designated as~~ ALL STORMWATER COLLECTION SYSTEMS AND DRAINAGE FACILITIES BUILT, CONSTRUCTED, OR INSTALLED WITHIN THE CITY OF CHANDLER SHALL BE DESIGNED, ENGINEERED, AND CONSTRUCTED IN ACCORDANCE WITH THE MOST CURRENT EDITION OF THE CITY OF CHANDLER ENGINEERING & DESIGN STANDARDS MANUAL FOR PUBLIC WORKS CONSTRUCTION (2023 EDITION), AS AMENDED FROM TIME TO TIME. THE CITY HAS ALSO ADOPTED THE "Drainage Policies and Standards for Maricopa County, Arizona," MOST CURRENT EDITION, AS AMENDED FROM TIME TO TIME, ~~January 2007 edition;~~ and each and all of the provisions contained therein are hereby adopted by reference and made a part hereof as if set forth at length herein with the additions, insertions, deletions, and changes set forth below:

- A. A conceptual stormwater collection and retention plan shall be submitted with a preliminary plat, **CONSTRUCTION PLANS**, or site development plan and approval must be obtained prior to the approval of such plat or plan. The stormwater plan shall include but not be limited to the following:

Method of collection (surface and/or subsurface).

Depth, side slopes and volume of retention basins.

Calculations showing retention required and provided.

High-water elevation, pipe inverts and site outfall.

Method of disposal of water within thirty-six (36) hours.

The effect of a basin overflow due to back-to-back storms or a storm greater than the design storm.

Any other data required to form a complete plan.

- B. All retention basins shall have a design capacity such that water depth is limited to a maximum of three (3) feet resulting from a one hundred-year, two-hour storm. The City Engineer may approve a greater water depth when a positive method of water disposal, such as pumping facilities, is available and under the control of the City or another governmental agency. The depth of the basin shall be measured from the basin's low outfall point. Side slopes shall not be steeper than 4:1 (horizontal: vertical). Exceptions to slope requirements may be approved by the City Engineer OR DESIGNEE when innovative and esthetically pleasing design features are presented and public safety is not compromised.
- C. Changes or additions to sites which require approval of a site development plan shall be required to address drainage on the entire site and meet storm drainage requirements as set forth in this chapter for the complete site.
- D. All stormwater which falls within a subdivision or site, including the respective one-half (½) of all abutting streets and easements, resulting from a ~~one hundred year~~ ONE-HUNDRED-YEAR two-hour storm shall be retained within the boundaries of said subdivision or site.
- E. All retention basins shall be improved by the developer per City requirements for retention basin development and installed prior to the City's acceptance of the off-site improvements. The landscape plan shall be submitted with the engineering plans. Retention basins, when not privately maintained, shall be dedicated to the City in fee title as stormwater retention basins or drainage rights-of-way. In the case where private retention basins receive water, other than that which falls upon the property and adjacent streets and/or alleys, the areas shall be designated as easement areas for retention purposes and shall have a recorded restrictive covenant requiring perpetual maintenance.
- F. ALL STORMWATER MUST BE EVACUATED FROM A PARCEL THROUGH MEANS OF PERCOLATION ON SITE WITHIN 36 HOURS OF A STORM EVENT. ~~Shallow pit percolation tests shall be performed in retention areas to determine natural percolation. Tests results shall be submitted to the City Engineer prior to approval of drainage plans. Dry wells~~ DRYWELLS are permitted to drain surface retention areas only when no other means of disposal is available. ~~Infiltration into the dry well cannot be~~

~~considered to reduce the size of the retention area. The property owner of record shall be responsible for the design, performance, operation or maintenance of dry wells used with on-site retention. Dry wells must penetrate at least ten (10) feet into a permeable stratum or a percolation test must be carried out on the dry well before acceptance. The percolation test results are to be filed with the City Engineer. Percolation tests shall again be performed after completion of the off-site improvements to insure construction on the site has not so compacted the soil that the natural percolation no longer meets required standards.~~

- G. IF THERE IS A CONFLICT BETWEEN THE CITY OF CHANDLER ENGINEERING & DESIGN STANDARDS MANUAL FOR PUBLIC WORKS CONSTRUCTION AND THE DRAINAGE POLICIES AND STANDARDS FOR MARICOPA COUNTY, ARIZONA, AS ADOPTED IN THIS CHAPTER, THE CITY'S STANDARD SHALL PREVAIL.

~~45-2. Compliance with storm drainage regulations.~~

~~All stormwater drainage facilities built, constructed or installed within the City of Chandler shall be designed, engineered and constructed in accordance with the most current edition of the City of Chandler Technical Design Manual Number 3: Drainage Policies and Standards, January, 2011 edition and the Drainage Policies and Standards for Maricopa County, Arizona, January, 2011 edition.~~

~~45-3.~~ 45-4. Right of City to Drain **STANDING WATER Basin.**

It shall be unlawful for any person owning or controlling a **STORMWATER** retention ~~basin~~ **SYSTEM OR FACILITY** to permit ~~storm~~ water to stand therein longer than thirty-six (36) hours. In addition to any penalty provided by law, should the person owning or controlling any privately owned and maintained ~~basin~~ **RETENTION SYSTEM OR FACILITY** fail, neglect, **OR** ~~to~~ refuse to drain said retention **SYSTEM OR FACILITY** ~~basin~~ within thirty-six (36) hours, as required in **THIS** section ~~45-1 hereof~~, it shall be the right of the City, upon authorization by the **CITY MANAGER** ~~Director of Public Works and Utilities~~, to enter upon the privately owned retention basin property and take such action as may reasonably be necessary to drain said basin. The draining of said **SYSTEM OR FACILITY** ~~basin~~ shall be at the expense of the owner or person controlling such **SYSTEM OR FACILITY** ~~basin~~.

~~45-4.~~ 45-4.1 Assessment of costs for drainage.

Upon completion of the work, the **CITY MANAGER** ~~Director of the Public Works and Utilities Department~~ shall prepare or cause to be prepared, a verified statement of account of the actual cost of draining of said basin, the date the work was completed, and the street address and the legal description of the property on which said work was done, including overhead inspection and other incidental costs in connection therewith and shall serve a duplicate copy of such verified statement upon the person owning or controlling such property in the manner prescribed in section ~~45-5~~ 45-11 hereof.

~~45-5.~~ 45-4.2 Appeal to ~~Council~~ **CITY MANAGER.**

The owner or person controlling such property shall have thirty (30) days from the date of service of the assessment to appeal in writing to the ~~Council~~ CITY MANAGER from the amount of the assessment as contained in the verified statement. If an appeal is not filed with the ~~City-Council~~ CITY MANAGER within such thirty-day (30) period, then the amount of the assessment as determined by the CITY MANAGER ~~Director of the Public Works and Utilities Department, and~~ shall become final and binding. If an appeal is taken, the ~~Council~~ CITY MANAGER shall, ~~at its next regular meeting,~~ hear and determine the appeal and may affirm the amount of the assessment, modify the amount thereof, or determine that no assessment at all shall be made. The decision of the ~~Council~~ CITY MANAGER shall be final and binding on all persons.

~~45-6.~~ 45-4.3 Service of notice.

Notice shall be personally served on the owner or person controlling such property, ~~by an officer of the Chandler Police Department,~~ in the manner provided in SECTION 26-5 Rule 4(d) of the Arizona Rules of Civil Procedure, or mailed to the owner or person controlling such property at the last known address by certified or registered mail ~~or the address to which the tax bills for the property were last mailed.~~ If the owner does not reside on such property, a duplicate notice shall also be sent by certified or registered mail ~~at~~ TO the last known address.

~~45-7.~~ 45-4.4 Lien for drainage of ~~basin~~ STANDING WATER.

If no appeal is taken from the amount of the assessment, or if an appeal is taken and the ~~Council~~ CITY MANAGER has affirmed or modified the amount of the assessment, the original assessment or the assessment as so modified shall be recorded in the Office of the County Recorder and from the date of its recording shall be a lien on said lot or tract of land until paid. Such liens shall be subject and inferior to the lien for general taxes and to all prior recorded mortgages and encumbrances of record. A sale of the property to satisfy a lien obtained under the provisions of this section shall be made upon judgment of foreclosure or order sale. The City ~~of Chandler~~ shall have the right to bring an action to enforce the lien in a court of competent jurisdiction at any time after the recording of the assessment, but failure to enforce the lien by such action shall not affect its validity. The recorded assessment shall be prima facie evidence of the truth of all matters recited therein, and of the regularity of all proceedings prior to the recording thereof. A prior assessment for the purposes provided in this section shall not be a bar to a subsequent assessment or assessments for such purposes, and any number of liens on the same lot or tract of land may be enforced in the same action.

~~45-8. Non-stormwater discharges.~~

~~Except as set forth herein, no person shall cause or allow any solid, liquid or gaseous substance, except for runoff, surface flows and drainage that is comprised solely of stormwater, to be placed on or discharged, either directly or indirectly, to any highway, alley, public place, right-of-way or stormwater collection system within the City, or to any other property owned by the City. The prohibitions set forth in this Section 45-8 include, without limitation, the discharge of swimming~~

~~pool or spa waters or pollutants that may either come in contact with stormwater or obstruct the intended flow of stormwater to a stormwater collection system.~~

45-5. DECLARATION OF NUISANCE.

- A. IT IS HEREBY DECLARED TO BE A PUBLIC NUISANCE AND A VIOLATION OF THE CHANDLER CITY CODE FOR ANY PERSON TO RELEASE MATERIALS, POLLUTANTS, OR STORMWATER IN A MANNER THAT CAUSES OR CONTRIBUTES TO: (1) DAMAGE TO THE STORMWATER COLLECTION SYSTEM; (2) A VIOLATION OF AN APPLICABLE WATER QUALITY STANDARD; OR (3) A VIOLATION OF ANY APPLICABLE CONDITION OF A STORMWATER NPDES/AZPDES PERMIT. AN ACT IS NOT A PUBLIC NUISANCE IF IT IS AUTHORIZED IN: (1) THIS CHAPTER; (2) AN ADMINISTRATIVE RULE, PERMIT, PLAN APPROVAL, OR OTHER AUTHORIZATION ISSUED IN COMPLIANCE WITH THIS CHAPTER; OR (3) A NPDES/AZPDES PERMIT.
- B. IT IS HEREBY DECLARED TO BE A PUBLIC NUISANCE AND A VIOLATION OF THE CHANDLER CITY CODE FOR ANY PERSON TO FAIL TO MAINTAIN OR ALTER A STORMWATER COLLECTION SYSTEM OR OTHERWISE IMPEDE THE PROPER FLOW OR RETENTION OF STORMWATER AS SHOWN ON APPROVED ENGINEERING PLANS.
- C. VIOLATIONS OF THIS CHAPTER ARE A PUBLIC NUISANCE AND MAY BE ABATED THROUGH ADMINISTRATIVE ENFORCEMENT PURSUANT TO ARTICLE II OF CHAPTER 30, OR AS OTHERWISE AUTHORIZED BY THE CODE, INCLUDING INJUNCTIVE OR OTHER EQUITABLE RELIEF.

45-6. PROHIBITION OF NON-STORMWATER DISCHARGE TO THE STORMWATER COLLECTION SYSTEM; EXCEPTIONS.

- A. UNLESS EXPRESSLY AUTHORIZED OR EXEMPTED BY THIS ARTICLE, NO PERSON SHALL CAUSE OR ALLOW THE DISCHARGE TO PUBLIC RIGHTS-OF-WAY OR STORMWATER COLLECTION SYSTEM OF ANY SUBSTANCE THAT IS NOT COMPOSED ENTIRELY OF STORMWATER.
- B. UNLESS EXPRESSLY AUTHORIZED OR EXEMPTED BY THIS CHAPTER, NO PERSON SHALL USE, STORE, SPILL, DUMP, OR DISPOSE OF MATERIALS IN A MANNER THAT THOSE MATERIALS COULD CAUSE OR CONTRIBUTE TO THE ADDITION OF POLLUTANTS TO STORMWATER.
- C. NO PERSON SHALL DISCHARGE TO THE STORMWATER COLLECTION SYSTEM ANY EXEMPTED DISCHARGE UNDER THIS SUBSECTION IF THE CITY IDENTIFIES AND PROVIDES WRITTEN NOTICE TO THE PERSON THAT THE DISCHARGE HAS THE POTENTIAL TO BE A SOURCE OF POLLUTANTS TO RECEIVING WATERS, WATERWAYS, OR GROUNDWATER.

- D. NO PERSON SHALL DISCHARGE POLLUTANTS OR OTHER SIGNIFICANT MATERIALS OR SEDIMENT TO THE STORMWATER COLLECTION SYSTEM IF IT WOULD RESULT IN OR CONTRIBUTE TO A VIOLATION OF THE AZPDES STORMWATER PERMIT ISSUED TO THE CITY. LIABILITY FOR ANY SUCH DISCHARGE SHALL BE THE RESPONSIBILITY OF THE PERSON CAUSING OR RESPONSIBLE FOR THE DISCHARGE.
- E. NO PERSON SHALL ESTABLISH, USE, MAINTAIN, OR CONTINUE ANY CONNECTION TO THE STORMWATER COLLECTION SYSTEM WHICH HAS CAUSED OR IS LIKELY TO CAUSE A VIOLATION OF THIS CHAPTER.

~~45-8.1~~ F. *Exceptions.* Unless the quantity or scope of such discharge constitutes a nuisance, the following non-stormwater discharges are not prohibited:

- ~~A.~~ 1. Discharges from fire hydrant flushing **OR OTHER CAPITAL CONSTRUCTION AND UTILITY MAINTENANCE AND OPERATIONS PROCEDURES** conducted or approved by the City;
- ~~B.~~ 2. Run-off from fire fighting activity conducted by the City;
- ~~C.~~ 3. Discharges of potable water, including uncontaminated groundwater, or from reclaimed water line flushing conducted or approved by the City;
- ~~D.~~ 4. Discharges comprised of air conditioner condensate;
- ~~E.~~ 5. Discharges from watering for dust control purposes during construction activity pursuant to an approved dust control plan, unless significant materials or sediment enters City right-of-way or a stormwater collection system;
- ~~F.~~ 6. Discharges from non-commercial car washes where only vehicle exteriors are washed with water and biodegradable soaps, unless significant materials or sediment enters City right-of-way or a stormwater collection system;
- ~~G.~~ 7. Discharges from external building wash down where biodegradable soaps are used, unless significant materials or sediment enters City right-of-way or a stormwater collection system;
- ~~H.~~ 8. Discharges from washing pavement not associated with construction activity where biodegradable soaps are used and any hazardous or toxic materials have been removed, unless significant materials or sediment enters City right-of-way or a stormwater collection system;
- ~~I.~~ 9. Discharges from washing pavement or other surfaces associated with construction activity pursuant to an applicable permit where best management practices are utilized to prevent significant materials or sediment from entering City right-of-way or a stormwater collection system;

~~J.~~ 10. Incidental and non-recurring discharges of irrigation water or discharges associated with landscape irrigation, unless significant materials or sediment enters City right-of-way or a stormwater collection system;

~~K.~~ 11. Other, similar, discharges expressly approved in writing by the CITY MANAGER;

~~45-8.2. Significant Materials or Sediment. The phrase significant materials or sediment as used in this section shall mean and refer to solid, liquid or gaseous substances other than stormwater that causes or may cause or contribute to the violation of a water quality standard pursuant to Article 2, Title 49, Arizona Revised Statutes or the provisions of any permit issued to the City.~~

45-7. CONSTRUCTION SITE STORMWATER RUNOFF/RELEASE CONTROL REQUIREMENTS.

- A. ALL PERSONS ENGAGED IN CONSTRUCTION ACTIVITIES WHO ARE REQUIRED BY FEDERAL OR STATE LAW TO SUBMIT TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (“EPA”) AND/OR THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY (“ADEQ”) A NOTICE OF INTENT TO COMPLY WITH A NPDES OR AZPDES CONSTRUCTION STORMWATER PERMIT SHALL PROVIDE THE CITY WITH A COPY OF THE APPROVED NOTICE OF INTENT.
- B. ALL PERSONS ENGAGED IN CONSTRUCTION ACTIVITIES WITHIN THE CITY SHALL MAINTAIN A COPY OF THE SWPPP ONSITE AT ALL TIMES DURING CONSTRUCTION. THE SWPPP SHALL BE UPDATED TO REFLECT THE CURRENT CONDITIONS OF THE SITE. SUCH PLANS MUST BE MADE AVAILABLE TO CITY STAFF DURING SITE INSPECTIONS.
- C. ANY PERSON OPERATING UNDER A CONSTRUCTION STORMWATER PERMIT ISSUED BY THE EPA OR ADEQ SHALL NOT CAUSE OR CONTRIBUTE TO ANY CONDITION THAT MAY RESULT IN A VIOLATION OF ANY STORMWATER PERMIT ISSUED TO THE CITY. SUCH PERSON SHALL UNDERTAKE ANY AND ALL BMPS NECESSARY TO MINIMIZE POLLUTANTS FROM LEAVING THE CONSTRUCTION SITE, SHALL PROVIDE PROTECTION FROM ACCIDENTAL DISCHARGE OF POLLUTANTS TO THE STORMWATER COLLECTION SYSTEM, AND SHALL COMPLY WITH THE CLEANUP AND NOTIFICATION REQUIREMENTS OF THIS CHAPTER.
- D. IF BMPS ARE REQUIRED TO PREVENT A POLLUTANT FROM ENTERING THE STORMWATER SYSTEM, THE PERSON RECEIVING THE NOTICE OF SUCH A REQUIREMENT MAY PETITION THE CITY MANAGER TO RECONSIDER THE APPLICATION OF THE BMPS TO THE PREMISES OR ACTIVITY. THE PETITION MUST BE RECEIVED IN WRITING, WITHIN 14 DAYS FOLLOWING SUCH REQUIREMENT OR ORDER, MUST SET FORTH ANY REASONS FOR NOT

SELECTING AND IMPLEMENTING SUCH BMPS, AND MUST PROPOSE ALTERNATIVES. THE CITY MANAGER WILL ACT WITHIN 30 CALENDAR DAYS OF RECEIPT OF THE APPLICATION.

45-8. POST-CONSTRUCTION STORMWATER RUNOFF RELEASE AND MAINTENANCE REQUIREMENTS.

- A. IF STORMWATER COLLECTION SYSTEMS ARE REQUIRED OR ORDERED BY THE CITY MANAGER TO IMPLEMENT BMPS TO PREVENT POLLUTANTS FROM ENTERING THE PUBLIC STORMWATER SYSTEM, THAT PERSON RECEIVING THE NOTICE MAY PETITION THE CITY MANAGER TO RECONSIDER THE APPLICATION OF SUCH POST-CONSTRUCTION STORMWATER CONTROLS TO THE PREMISES OR FACILITY. THE PETITION MUST BE IN WRITING, RECEIVED WITHIN 14 CALENDAR DAYS OF SUCH REQUIREMENT OR ORDER, MUST SET FORTH ANY REASONS FOR NOT SELECTING AND IMPLEMENTING SUCH BMPS AND MUST PROPOSE ALTERNATIVES. THE CITY MANAGER WILL REVIEW THE PETITION AND WILL RESPOND WITH A DECISION ON THE PETITION WITHIN 30 CALENDAR DAYS OF RECEIPT.
- B. ALL STORMWATER COLLECTION SYSTEMS BUILT, CONSTRUCTED, OR INSTALLED WITHIN THE CITY OF CHANDLER SHALL BE MAINTAINED IN ACCORDANCE WITH THE MOST CURRENT EDITION OF THE CITY OF CHANDLER ENGINEERING & DESIGN STANDARDS MANUAL FOR PUBLIC WORKS CONSTRUCTION (2023 EDITION), AS AMENDED FROM TIME TO TIME.
- C. IT IS A VIOLATION OF THIS CHAPTER TO ALTER OR FAIL TO MAINTAIN A STORMWATER COLLECTION SYSTEM SUCH THAT IT NO LONGER FUNCTIONS AS SHOWN ON THE PARCEL'S ENGINEERING PLANS APPROVED BY THE CITY.
- D. IT IS A VIOLATION OF THIS CHAPTER TO ALLOW A STORMWATER COLLECTION SYSTEM TO FALL INTO DISREPAIR OR TO CAUSE OR ALLOW SEDIMENT OR DEBRIS TO IMPEDE THE PROPER FLOW OR RETENTION OF STORMWATER.
- E. CITY STAFF WILL INSPECT TO VERIFY THAT ANY NECESSARY REPAIRS AND/OR MAINTENANCE MODIFICATIONS ARE REPORTED TO PUBLIC WORKS AND DEVELOPMENT SERVICES TO ENSURE ALL NECESSARY CONNECTIONS ARE PROPER, AND THAT THE STORMWATER COLLECTION SYSTEM FUNCTIONS AS DESIGNED.

45-9. INSPECTION AND ENFORCEMENT.

- A. ENFORCEMENT OF THIS CHAPTER WILL BE CONDUCTED IN ACCORDANCE WITH THE PROCEDURES OF ARTICLE II OF CHAPTER 30 OF THE CHANDLER CITY CODE.

- B. CITY STAFF ARE AUTHORIZED TO ENTER AND INSPECT REAL PROPERTY, STRUCTURES, AND BUILDINGS AS NECESSARY TO ASSESS COMPLIANCE WITH THIS CHAPTER. THESE INSPECTIONS SHALL BE CONDUCTED IN ACCORDANCE WITH APPLICABLE CONSTITUTIONAL OR STATUTORY REQUIREMENTS, INCLUDING THE INSPECTION WARRANT PROVISIONS OF SECTION 30-15 OF THIS CODE.
- C. IT SHALL BE UNLAWFUL FOR ANY PERSON TO INTERFERE WITH OR PROHIBIT ANY AUTHORIZED EMPLOYEE OF THE CITY FROM CONDUCTING ANY ACTIVITIES IN FURTHERANCE OF THE REQUIREMENTS OF THIS CHAPTER, INCLUDING CONDUCTING INSPECTIONS AND COLLECTING SAMPLES PURSUANT TO A COURT-ORDERED INSPECTION WARRANT.
- D. UPON PRESENTATION OF CREDENTIALS AND AT ALL REASONABLE OR NECESSARY HOURS, ANY AUTHORIZED EMPLOYEE OF THE CITY SHALL HAVE ACCESS TO ALL PREMISES AND TO ALL RECORDS PERTAINING TO THOSE PREMISES FOR THE PURPOSE OF ENSURING COMPLIANCE WITH THIS CHAPTER.

45-10. VIOLATIONS AND PENALTIES.

- A. THE REMEDIES SPECIFIED HEREIN ARE CUMULATIVE AND THE CITY MANAGER MAY PROCEED HEREUNDER IN ADDITION TO ANY OTHER REMEDIES AUTHORIZED BY LAW. FAILURE TO COMPLY WITH ANY ACT REQUIRED IN THE NOTICE OF VIOLATION SHALL RESULT IN A VIOLATION PUNISHABLE AS SET FORTH HEREIN.
- B. A PERSON WHO VIOLATES ANY OF THE PROVISIONS OF THIS CHAPTER SHALL BE CHARGED WITH A CIVIL INFRACTION AS SET FORTH IN SECTION 1-8.7 OF THIS CODE.
- C. A PERSON WHO WILLFULLY OR NEGLIGENTLY VIOLATES ANY PROVISION OF THIS CHAPTER OR ANY RELATED LAWS OR REGULATIONS MAY, UPON CONVICTION, BE FOUND GUILTY OF A MISDEMEANOR.
- D. THE IMPOSITION OF CIVIL OR CRIMINAL PENALTIES PURSUANT TO THIS SECTION SHALL NOT PREVENT THE CITY FROM SUSPENDING OR REVOKING ANY PERMIT ISSUED OR FROM IMPOSING OTHER ADMINISTRATIVE SANCTIONS, ENFORCEMENT ACTIONS, OR ABATEMENT ACTIONS OR FROM SEEKING INJUNCTIVE RELIEF.
- E. IF THE CITY FINDS THAT THE VIOLATION OF THIS CHAPTER CONSTITUTES A PUBLIC NUISANCE OR HAZARD TO PUBLIC HEALTH, THE CITY MAY ABATE THE VIOLATION AS SET FORTH IN ARTICLE II OF CHAPTER 30 OF THIS CODE IN ADDITION TO ALL OTHER REMEDIES AVAILABLE.

45-11. APPEALS.

A PARTY AGGRIEVED BY THE MUNICIPAL COURT'S DECISION WITH REGARDS TO ANY CIVIL PENALTY IMPOSED UPON THE PARTY FOR VIOLATION OF THIS CHAPTER MAY APPEAL TO THE SUPERIOR COURT OF MARICOPA COUNTY PURSUANT TO ARIZ. REV. STAT. § 12-124. AN APPEAL MUST BE TAKEN WITHIN TIME SET FORTH IN THE RULES OF PROCEDURE FOR CIVIL TRAFFIC CASES.

45-12. HABITUAL OFFENDERS.

ANY PERSON DEEMED TO BE A HABITUAL OFFENDER SHALL BE PENALIZED SUBJECT TO THE PROVISIONS OF SECTION 1-8.7.B. OF THE CITY CODE.



Ordinance 5087

Summary of Chapter 45 Updates - Stormwater Drainage and Pollution Prevention

City Code Chapter 45 Revisions to comply with Arizona Department of Environmental Quality (ADEQ) Municipal Separate Storm Sewer System (MS4) Permit (Permit) AZG2021-002 issued on September 30, 2021, and City of Chandler's Engineering & Design Standards Manual requirements (city's drainage requirements) Chapter 3 Storm Drainage System Design.

The ordinance revision is required for the city to enforce sections of the ADEQ MS4 Phase II permit and the city's drainage requirements to address stormwater quality concerns to provide for the health, safety, and general welfare of the citizens of Chandler by establishing procedures and practices that will prevent or minimize, to the maximum extent practicable, the discharge of pollutants to City right-of-way or a stormwater collection system. The revisions to code will allow the city to enforce and issue violations based on Chapter 45 as referenced in the Enforcement Response Plan (ERP). It will also allow enforcement at construction sites that discharge pollutants into the city's MS4 system and continue to allow enforcement on pollutant discharges to the city's MS4 system.

The updated city's drainage requirements have been in place since March 2023 and the updated ordinance will allow the city to enforce the requirement of the City of Chandler Engineering & Design Standards Manual for Public Works Construction, Chapter 3, Storm Drainage System Design, and be able to inspect on private property to ensure parcel owners comply with the maintenance and inspection requirements prescribed in Chapter 3 to minimize and eliminate discharge of pollutants into the MS4. Education will be a large focus of future efforts.

City of Chandler Stormwater Permit Requirements – City Code Ch. 45 Updates	
The city is subject to Clean Water Act requirements as prescribed by Phase II Municipal Separate Storm Sewer System (MS4) Arizona Pollutant Discharge Elimination System (AZPDES) Permit No. AZG2021-002 (Permit). The Permit was issued by the ADEQ in 2021. In accordance with the Permit, the city is required to reduce the discharge of pollutants to the maximum extent practicable to protect water quality.	
Current Code Ch. 45	Updates
If not draining within 36 hours, allows city to enter privately owned property and take action. The ability to assess costs, appeal to Council, service notice, and file lien are included. Non-stormwater discharges are noted, and exceptions are listed.	
None	Added Sec. 45-1 Definitions to clarify terminology used and Sec 45-2 to clarify authority for administration and enforcement (City Manager or Designee).
Sec. 45-1 Uniform Drainage Policies and Standards Adopted. Ensures stormwater assets follow City and County policies for construction and maintenance.	Now 45-3. Updates City and County policies to most recent editions. F. Clarified percolation language to match city manual. G. Adds clarification that if there is a conflict between policies, the city's standard prevails.
Sec. 45-2 Compliance with storm drainage regulations.	Combined with the new Sec. 45-3
Sec. 45-3 Right of City to Drain Basin. Makes it unlawful for any person owning or controlling a retention basin to permit stormwater to stand longer than 36 hours.	Sec. 45-4 Right of City to Drain Standing Water. Minor terminology updates and makes it unlawful for any person owning or controlling a stormwater retention system or facility to permit water to stand longer than 36 hours.

Sec. 45-4 Assessment of costs for drainage.	Now Sec. 45-4.1
Sec. 45-5 Appeal to Council.	Now Sec. 45-4.2 updated to appeal to City Manager.
Sec. 45-6 Service of Notice.	Now Sec. 45-4.3 updated to refer to Sec. 26-5 of code.
Sec. 45-7 Lien for drainage of basin.	Now Sec. 45-4.4 updated to Lien for drainage of standing water.
None	New Sec. 45-5 Declaration of Nuisance. Clarifies what constitutes a violation of the city's Stormwater permit as required by ADEQ. This can include release of materials, pollutants, or stormwater in a manner that causes damage or water quality issues. Clarifies need to maintain stormwater collection systems. Refers to Article II of Ch. 30 for administrative enforcement if considered a public nuisance.
Sec. 45-8 Non-stormwater discharges. Sec. 45-8.1 Exceptions (not prohibited).	Now Sec. 45-6 Prohibition of non-stormwater discharge to the stormwater collection system; exceptions. Clarifies what cannot be discharged into a storm drain. Exceptions already existed.
None	New Sec. 45-7 Construction site stormwater runoff/release control requirements. Clarifies what is required by the EPA, ADEQ, and city standards.
None	New Sec. 45-8 Post-Construction stormwater runoff release and maintenance requirements. Clarifies what is required by ADEQ and the city standards to ensure stormwater collections systems are installed and maintained per city standards.
None	New Sec. 45-9 Inspection and Enforcement. Refers to Article II of Ch. 30 for administrative enforcement and authorizes city staff to enter and inspect real property to assess compliance with this section.
None	New Sec. 45-10 Violations and Penalties. Allows the city to impose violations and penalties to a person who willfully and negligently violates any provision of this chapter. Refers to Article II of Ch. 30 and Section 1-8.7 of the city code.
None	New Sec. 45-11 Appeals. Allows for appeals to the Superior Court of Maricopa County if assessed with a civil penalty.
None	New Sec. 45-12 Habitual Offenders. Clarifies habitual offenders will be penalized through Section 1-8.7 of the city code.



City Council Memorandum Management Services Memo No. MS24-105

Date: June 24, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
From: Dawn Lang, Deputy City Manager - Chief Financial Officer
Subject: Resolution No. 5815, Designating the Chief Fiscal Officer for Officially Submitting the Fiscal Year 2025 Expenditure Limitation Report to the Arizona Auditor General

Proposed Motion:

Move City Council pass and adopt Resolution No. 5815, designating the Chief Fiscal Officer for officially submitting the Fiscal Year 2025 Expenditure Limitation Report to the Arizona Auditor General.

Background:

A.R.S. §41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Auditor General, by July 31, the name of the Chief Fiscal Officer (CFO) the governing body designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf. The AELR is due to the Arizona Auditor General in March 2025 and this action must be completed prior to the report submittal.

Discussion:

This action will designate Deputy City Manager/Chief Financial Officer Dawn Lang as the city's Chief Fiscal Officer for purpose of submitting the AELR.

Attachments

Resolution 5815 CFO Designation

RESOLUTION NO. 5815

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2025 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL.

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

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

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

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

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

Section 2. Dawn Lang is hereby designated as the City's Chief Fiscal Officer for purposes of submitting the Fiscal Year 2025 AELR to the Arizona Auditor General's Office on the governing body's behalf.

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

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5815 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the _____ of _____, 2024 and that a quorum was present thereat.

CITY CLERK

APPROVAL AS TO FORM:

CITY ATTORNEY



**City Council Memorandum Management Services Memo No. MS 24-102**

Date: June 24, 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: Purchase of Utility Billing System Annual Support

Proposed Motion:

Move City Council approve the purchase of utility billing system annual support services, from Advanced Utility Systems, in the amount of \$138,717.

Background/Discussion:

The Utility Services Division and Public Works Department maintains 86,000 residential and commercial accounts for water, wastewater, solid waste, and reclaimed water services. In August 2012, staff replaced the previous utility billing and related software with the Advanced Utility Systems CIS Infinity utility billing, Infinity Link customer portal, Infinity Mobile field work management, and Integrated Voice Response (IVR) automated phone systems. The software was implemented in July 2014, initiating the Support and Maintenance Agreement term of 10 years with the ability to execute extension options of up to five (5) years. Since implementation, staff has been utilizing the software, improving operations, and enhancing the customer experience. This request is for authorization to continue under the extension options with the vendor to serve Chandler utility residents for another year.

Evaluation:

On August 16, 2012, City Council approved an agreement with Advanced Utility Systems for utility billing system annual support services for a period of ten years. The agreement contains five (5), one-year renewal options. Staff recommends exercising this one-year renewal option.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.1245.5411.0000	Equipment Repair & Maintenance	N/A	138,717	N



City Council Memorandum Management Services Memo No. 24-107

Date: June 24, 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: License Series 12, Restaurant Liquor License application for Kenneth Micheal LaCivita, Agent, Special Wings 3, LLC, DBA Cogburn's Big Wings

Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 296366, a Series 12, Restaurant Liquor License, for Kenneth Micheal LaCivita, Agent, Special Wings 3, LLC, DBA Cogburn's Big Wings, located at 2050 N. Alma School Road, Suite 8, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 307463.

Discussion:

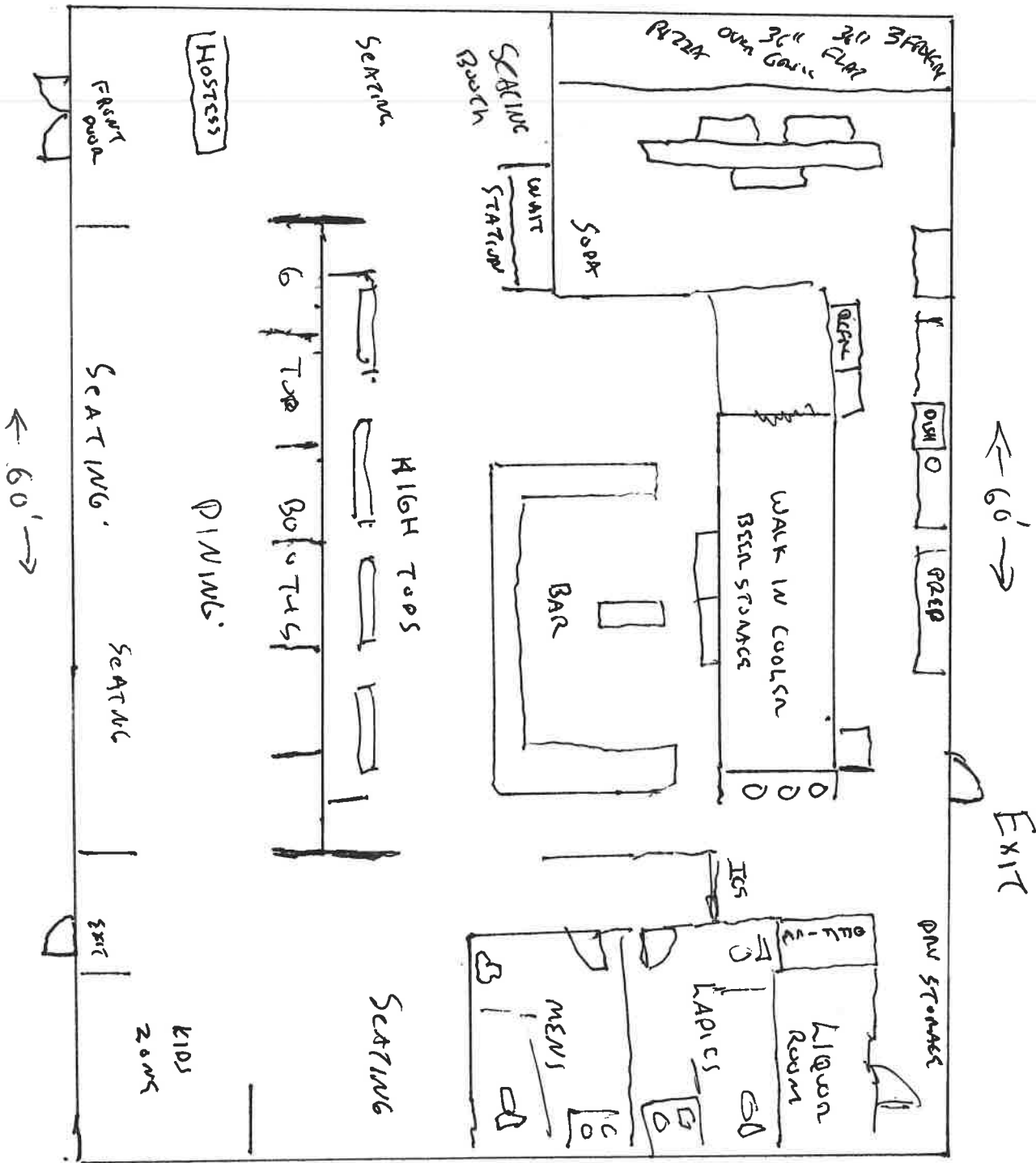
This application for a liquor license was posted for hearing on June 27, 2024.

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

70' ↓



EXIT

NN

4200 sq ft



City Council Memorandum Management Services Memo No. 24-108

Date: June 24, 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: License Series 12, Restaurant Liquor License Application for Tommy Van Ha, Agent, Tommy's Hi 5 Sushi, LLC, DBA Hi 5 Sushi

Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 295434, a Series 12, Restaurant Liquor License, for Tommy Van Ha, Agent, Tommy's Hi 5 Sushi, LLC, DBA Hi 5 Sushi, located at 225 W. Warner Road, Suite 3, and approval of the City of Chandler, Series 12, Restaurant Liquor License No. 307208.

Discussion:

This application for a liquor license was posted for hearing on June 27, 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





City Council Memorandum Management Services Memo No. 24-109

Date: June 24, 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: License Series 10, Beer and Wine Store Liquor License Application for Pedro Paredes Gonzalez, Agent, Carniceria El Potrero #2, LLC, DBA Carniceria El Potrero

Proposed Motion:

Move for recommendation to the State Department of Liquor Licenses and Control for approval of the State Liquor Job No. 296102, a Series 10, Beer and Wine Store Liquor License, for Pedro Paredes Gonzalez, Agent, Carniceria El Potrero #2, LLC, DBA Carniceria El Potrero, located at 731 S. Arizona Avenue, and approval of the City of Chandler, Series 10, Beer and Wine Store Liquor License No. 307316.

Discussion:

This application for a liquor license was posted for hearing on June 27, 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 License 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

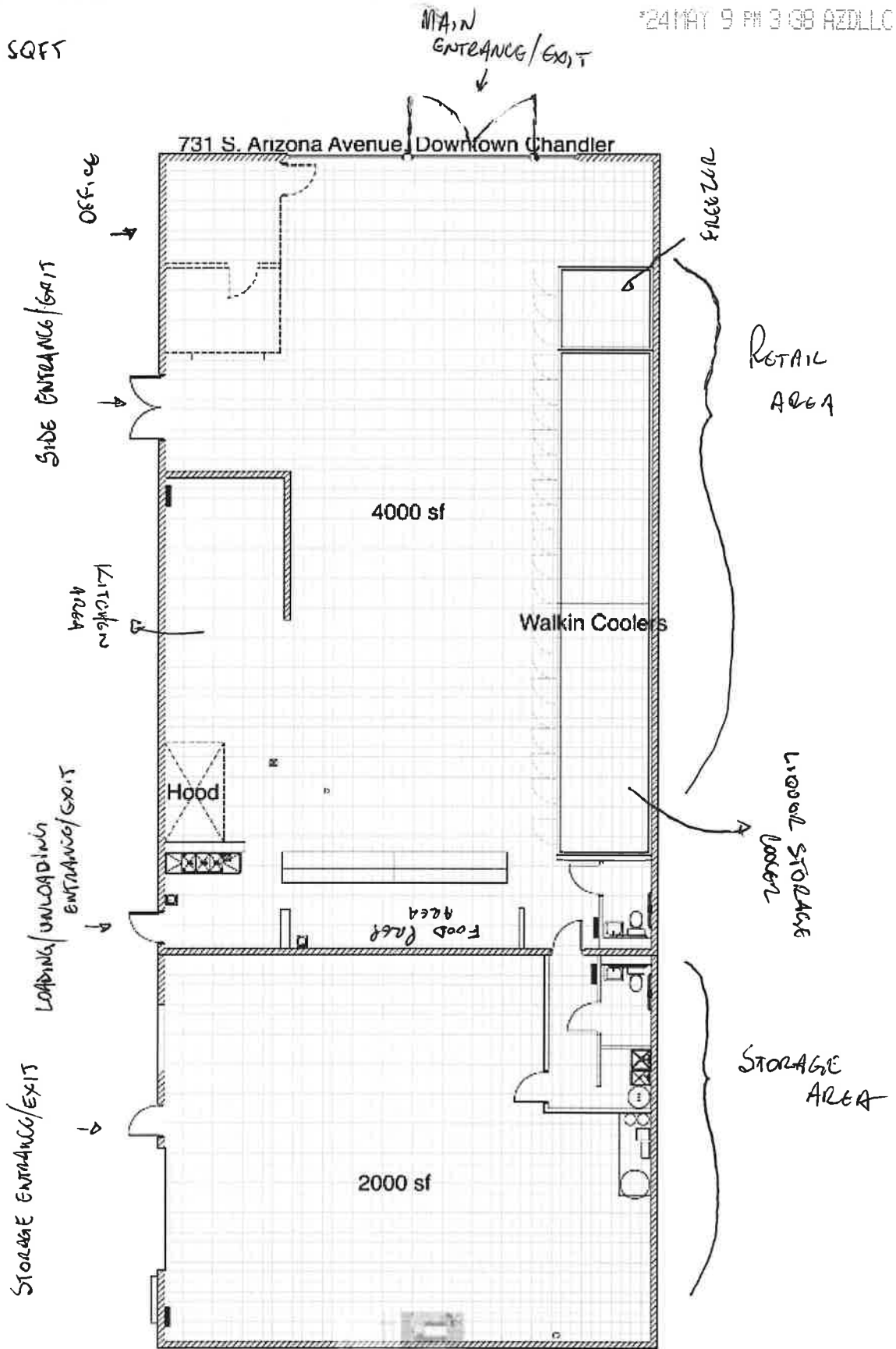
A-Floor Plan

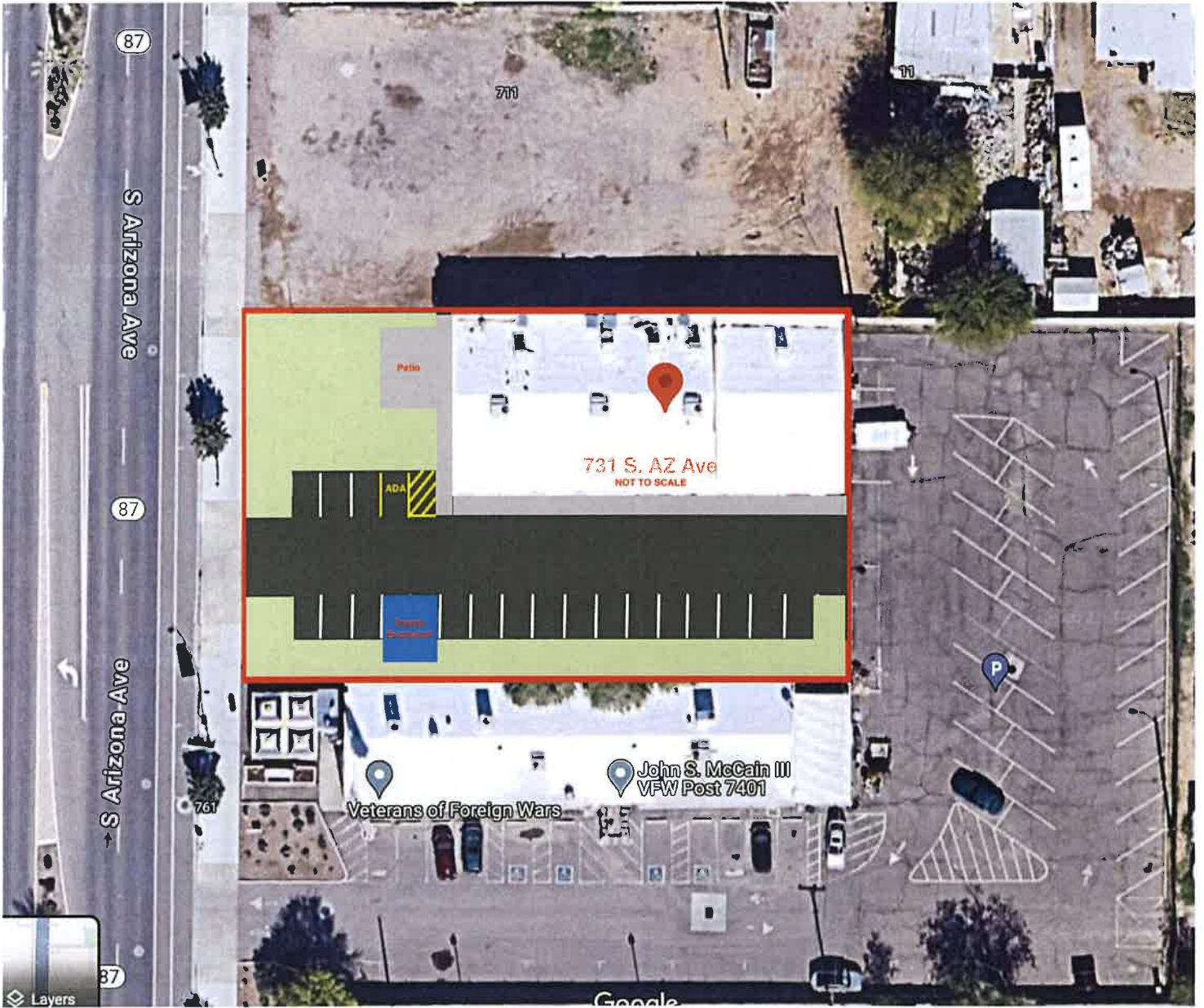
Total SQFT of Building

6,000 SQFT

24 MAY 9 PM 3:08 AZDILLC

24







City Council Memorandum Human Resources Memo No.

Date: June 24, 2024
To: Vice Mayor and Council
From: Mayor Kevin Hartke
Subject: City Manager Employment Agreement

Proposed Motion:

Move City Council approve the City Manager Employment Agreement for Joshua Wright for the term of July 1, 2024, through June 30, 2026.

Background/Discussion

On June 13, 2024, the Mayor and Council conducted the annual performance review for the City Manager. As a result of the review, the Council directed staff to prepare an employment agreement to be entered into between the City and Joshua Wright.

Attachments

City Manager Employment Agreement

**CITY OF CHANDLER CITY MANAGER
EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered by and between the CITY OF CHANDLER (the "City"), an Arizona municipal corporation, by its Mayor, and JOSHUA H. WRIGHT ("Employee"), (the City and the Employee may individually be referred to as the "Party" and collectively referred to as the "Parties") on this ____ day of _____, 2024 (Effective Date).

WITNESSETH:

WHEREAS, the City desires to employ the services of Employee as City Manager of the City of Chandler, Arizona; and

WHEREAS, it is the desire of the City Council to (1) secure and retain the services of Employee and to provide inducement for Employee to remain in such employment, (2) to act as deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and (3) to set forth the terms for terminating Employee's services at such time as Employee may be unable fully to discharge Employee's duties or when the City may desire to otherwise terminate Employee's employ; and

WHEREAS, Employee desires to accept employment as City Manager of the City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

SECTION 1. Duties

The City hereby agrees to engage Employee as City Manager of the City to perform the functions and duties specified in the City Charter and City Code and to perform such other legally permissible and proper duties and functions as the City Council shall from time-to-time assign. The Employee shall be guided by and uphold the principles of the ICMA Code of Ethics in the performance of such duties.

SECTION 2. Term

A. The term of this Agreement shall be for two years from July 1, 2024, through June 30, 2026, unless sooner terminated as provided herein.

B. Employee agrees to remain in the exclusive employ of the City until termination of this Agreement and neither to accept nor to become employed by any other employer until after the Agreement is terminated.

SECTION 3. Termination and Severance

A. Employee serves at the pleasure of the City Council as provided in the Chandler City Charter and nothing herein shall be taken to prevent, limit or otherwise interfere with the right of the City to terminate the services of Employee with or without good cause at any time. There is no express or implied promise made to Employee for any form of continued employment. This Agreement is the sole and exclusive basis for an employment relationship between the Employee and the City.

B. For purposes of this Agreement, involuntary termination shall occur when:

1. The majority of the City Council votes to terminate Employee at a properly posted and duly authorized meeting of the City Council.
2. Employee resigns at the request of the City Council, whether formal or informal. Employee may declare an involuntary termination as of the date of the request.
3. The City Council gives Employee notice at least 60 days before the end of the Agreement that it will not offer a follow-on Agreement upon expiration of the current contract term. Employee's termination shall be effective as of the end of the contract term unless an earlier terminate date is mutually agreed upon by the parties.

C. If Employee is involuntarily terminated for other than good cause by the City Council, including when the Agreement is allowed to expire without a follow-on Agreement, while Employee is still willing and able to perform the duties required under this Agreement, the City agrees to provide one of the following severance packages, which must be elected by Employee no later than five business days after Employee's receipt of the notice of termination or decision not to renew the Agreement, or Employee's involuntary resignation. Once selected, Employee's severance package may not be changed.

Option 1:

- A single lump sum severance payment in an amount equivalent to four months' aggregate salary at the then-current rate of pay, deferred compensation thereon, and the value of 100% of Employee's accrued vacation leave and 50% of accrued sick leave.
- The City's share of life insurance coverage and City-paid medical, dental, and vision COBRA continuation coverage for four months.

Option 2:

- Continuing pay and benefits for up to six months or until Employee commences retirement or obtains other full-time employment and benefits

coverage through a group health insurance plan from Employee's new employer, whichever occurs sooner, as follows:

- Pay and deposits of deferred compensation based on Employee's then-current salary paid every two weeks concurrently with the regular City payroll.
 - The continuation of City benefits based on Employee's elections at the time of termination.
- A lump sum payment of the value of 100% of Employee's accrued vacation leave and 50% of accrued sick leave to be made at the time of Employee's final check.

D. Payments made by the City under either severance package will release the City from any further obligations under this Agreement. Before the delivery of any severance payment under either option set out above, Employee agrees to execute and deliver to the City a waiver and release releasing the City from all claims that Employee may have against City, in a form mutually acceptable to the Parties.

E. The City shall not be obligated to pay, and shall not pay, any severance payments under the provisions of paragraph 3.C, if the Employee is terminated for good cause as defined in paragraph 3.F. below. Further, the City shall not be obligated to pay, and shall not pay, any severance amount under the provisions of paragraph 3.C., in the event Employee voluntarily resigns without affirmative action by City to terminate, initiate termination proceedings, or request Employee's resignation.

F. *Good Cause.* For purposes of this Agreement, the term "good cause" is defined as, but not limited to, the following:

1. Any willful, knowing, grossly negligent, or negligent breach, disregard, or habitual neglect of any provision of this Agreement, or any willful, knowing, grossly negligent, or negligent breach, disregard, or habitual neglect of any duty or obligation required to be performed by Employee under this Agreement or under the Charter and ordinances of the City and/or the laws of the United States or the State of Arizona.
2. Incompetence in the performance of the Employee's duties as documented by evaluations, memoranda, or other written communication from the City; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the City has provided Employee notice and a reasonable opportunity to remediate any incompetency.

3. Any misconduct of the Employee involving an act of moral turpitude, criminal illegality (excepting minor traffic violations), or habitual violations of the traffic laws, whether or not related to the Employee's official duties hereunder.
4. Any violation by the Employee of a statute or law constituting misconduct in office.
5. Any conduct by employee that violates any law, rule, or policy prohibiting discrimination, harassment, or retaliation.
6. Any conduct that would constitute a material violation of City rules, regulations, or policies.
7. Any willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, by Employee of public or other funds or other property, real, personal, or mixed, owned by, or entrusted to the City, or Employee in his/her official capacity.
8. Knowingly falsifying records or documents related to the City's activities.
9. Knowing misrepresentation of material facts to the City Council or other City officials in the conduct of the City's business
10. Insubordination or failure to comply with lawful directives of the City Council unless compliance with such directive would violate the law or any ethical code or rules applicable to the Employee.
11. The unlawful use or abuse of drugs, hallucinogens, alcohol, or other substances regulated by federal or state law.
12. The suspension or loss of any professional license required to perform the duties of the position.
13. Any other reason constituting "good cause" under Arizona law.

G. Resignation. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time from his/her position or to retire from public service. In the event that Employee voluntarily resigns his/her position or retires prior to the expiration of the term of this Agreement, Employee shall give the City at least sixty (60) days' advance notice, or such advance notice as may be otherwise mutually agreed upon. In the case of a voluntary resignation or retirement, no severance package will be provided to Employee.

SECTION 4. Salary

A. The City agrees to pay the Employee for the services rendered pursuant to this Agreement an annual salary payable in installments at the same time regular employees of the City are paid as follows:

<u>Time Period</u>	<u>Annual Salary</u>
July 1, 2024 through June 30, 2025	\$ 340,516.80
July 1, 2025 through June 30, 2026	\$ 374,567.20

B. Salary adjustments and merit increases approved for regular, unrepresented employees during the term of the Agreement shall not apply to the Employee.

C. The City Council shall conduct an evaluation of Employee's performance annually.

SECTION 5. Hours of Work

A. Employee shall work not less than 40 hours per week except when a City holiday occurs or when on a leave approved by the Mayor.

B. In the event Employee is required to work more than 40 hours in a week, Employee shall not be compensated for the additional time.

C. Employee will be allowed to adjust his office hours as he shall deem appropriate so long as he is present each workday and the management of the City is not harmed.

SECTION 6. Dues and Subscriptions

The City agrees to budget and to pay the professional dues and subscriptions of Employee necessary for continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for continued professional participation, growth, and advancement, and for the good of the City subject to the City's determination as to what is necessary.

SECTION 7. Professional Development

A. The City hereby agrees to budget and to pay the travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other national, regional, state and local governmental groups and committees

thereof which Employee serves as a member, subject to the City's determination as to what is necessary.

B. The City also agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for professional development and for the good of the City, subject to the City's determination as to what is necessary.

C. The Mayor and Council shall be given prior notice of estimated time and expenditures under this Section.

SECTION 8. Other Terms and Conditions of Employment

A. The City Council shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, or any other law.

B. All provisions of the City Charter and Code, and Personnel Rules of this City relating to vacation and sick leave, retirement and pension system contributions, medical, dental and vision benefits, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to employee as they would to other employees of the City, in addition to said benefits enumerated specifically for the benefit of Employee, except as otherwise provided under this Agreement.

C. Employee shall be covered under the City Code provisions on defense and indemnification of City employees for acts within the scope of his employment.

D. Employee shall be entitled to annual deferred compensation in an amount equal to seven percent (7%) of Employee's base salary. This amount shall be paid in equal biweekly amounts and deposited in Employee's City-designated deferred compensation account. If the amount paid to Employee in deferred compensation exceeds the maximum contribution limit for 457(b) plans for the tax year, any amounts in excess of the annual limit shall be paid into an investment vehicle of the Employee's election.

E. The City shall provide Employee a term life insurance plan in an amount equal to 1.5 times Employee's annual salary, payable to Employee's designated beneficiaries.

F. The City shall provide Employee a \$100 per month allowance for the use of Employee's own personal cell phone for City business. This allowance will be paid in biweekly amounts.

G. Employee will accrue vacation and sick leave in accordance with the City's Personnel Rules. Payment of Employee's unused sick hours shall be treated as set forth in paragraph H of this section.

H. Payment of sick leave upon leaving City service or death:

1. Upon leaving City service, Employee shall be entitled to compensation for accumulated sick leave under the provisions governing payment of sick leave for regular employees upon retirement.
2. If Employee dies prior to leaving City service, his beneficiaries shall be entitled to compensation pursuant to the City Personnel Rules.

SECTION 9. Tax Compliance

Employee shall be responsible for compliance with all Internal Revenue Service and State Revenue Service requirements for taxes on any salary or benefits.

SECTION 10. General Provisions

A. The text herein constitutes the entire agreement between the Parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee and successors to the City.

C. If the Parties mutually desire to extend Employee's employment beyond the term of this Agreement, Employee and the City Council will engage in discussions during the period between June 1, 2026, and July 15, 2026, concerning possible changes to the terms and conditions for any employment after June 30, 2026.

D. If any provisions, or any portion thereof, contained in this agreement are held to be unconstitutional, invalid, or unenforceable, the remainder of the Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

FOR THE CITY:

FOR EMPLOYEE:

By: _____
MAYOR

By: 
JOSHUA H. WRIGHT

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney *REL*



City Council Memorandum Human Resources Memo No.

Date: June 24, 2024
To: Vice Mayor and Council
From: Mayor Kevin Hartke
Subject: City Attorney Employment Agreement

Proposed Motion:

Move City Council approve the City Attorney Employment Agreement with Kelly Schwab for the term of July 1, 2024, through June 30, 2026.

Background/Discussion

On June 13, 2024, the Mayor and Council conducted the annual performance review for the City Attorney. As a result of the review, the Council directed staff to prepare an employment agreement to be entered into, between the City and Kelly Schwab.

Attachments

City Attorney Employment Agreement

**CITY OF CHANDLER CITY ATTORNEY
EMPLOYMENT AGREEMENT**

THIS AGREEMENT ("Agreement") is entered into by and between the CITY OF CHANDLER (the "City"), an Arizona municipal corporation, by its Mayor, and KELLY Y. SCHWAB ("Employee"), (City and Employee may individually be referred to as "Party" and collectively referred to as "Parties") and made this ____ day of _____, 2024 (Effective Date).

WITNESSETH:

WHEREAS, the City desires to employ the services of Employee as City Attorney of the City of Chandler, Arizona and

WHEREAS, it is the desire of the City Council to (1) secure and retain the services of Employee and to provide inducement for Employee to remain in such employment, (2) to act as deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and (3) to set forth the terms for terminating Employee's services at such time as Employee may be unable fully to discharge Employee's duties or when the City may desire to otherwise terminate Employee's employ; and

WHEREAS, Employee desires to accept employment as City Attorney of the City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

SECTION 1. Duties

The City hereby agrees to engage Employee as City Attorney of the City to perform the functions and duties specified in the City Charter, and to perform such other legally permissible and proper duties and functions as the City Council shall from time-to-time assign.

SECTION 2. Term

A. The term of this Agreement shall be for two years from July 1, 2024, through June 30, 2026, unless sooner terminated as provided herein.

B. Employee agrees to remain in the exclusive employ of the City until termination of this Agreement and neither to accept nor to become employed by any other employer until after the Agreement is terminated.

SECTION 3. Termination and Severance

A. Employee serves at the pleasure of the City Council as provided in the Chandler City Charter and nothing herein shall be taken to prevent, limit or otherwise

interfere with the right of the City to terminate the services of Employee with or without good cause at any time. There is no express or implied promise made to Employee for any form of continued employment. This Agreement is the sole and exclusive basis for an employment relationship between the Employee and the City.

B. For purposes of this Agreement, involuntary termination shall occur when:

1. The majority of the City Council votes to terminate Employee at a properly posted and duly authorized meeting of the City Council.
2. Employee resigns at the request of the City Council, whether formal or informal. Employee may declare an involuntary termination as of the date of the request.
3. The City Council gives Employee notice at least 60 days before the end of the Agreement that it will not offer a follow-on Agreement upon expiration of the current contract term. Employee's termination shall be effective as of the end of the contract term unless an earlier terminate date is mutually agreed upon by the parties.

C. If Employee is involuntarily terminated for other than good cause by the City Council, including when the Agreement is allowed to expire without a follow-on Agreement, while Employee is still willing and able to perform the duties required under this Agreement, the City agrees to provide one of the following severance packages, which must be elected by Employee no later than five business days after Employee's receipt of the notice of termination or decision not to renew the Agreement, or Employee's involuntary resignation. Once selected, Employee's severance package may not be changed.

Option 1:

- A single lump sum severance payment in an amount equivalent to four months' aggregate salary at the then-current rate of pay, deferred compensation thereon, and the value of 100% of Employee's accrued vacation leave and 50% of accrued sick leave.
- The City's share of life insurance coverage and City-paid medical, dental, and vision COBRA continuation coverage for four months.

Option 2:

- Continuing pay and benefits for up to six months or until Employee commences retirement or obtains other full-time employment and benefits coverage through a group health insurance plan from Employee's new employer, whichever occurs sooner, as follows:

- Pay and deposits of deferred compensation based on Employee's then-current salary paid every two weeks concurrently with the regular City payroll.
 - The continuation of City benefits based on Employee's elections at the time of termination.
- A lump sum payment of the value of 100% of Employee's accrued vacation leave and 50% of accrued sick leave to be made at the time of Employee's final check.

D. Payments made by the City under either severance package will release the City from any further obligations under this Agreement. Before the delivery of any severance payment under either option set out above, Employee agrees to execute and deliver to the City a waiver and release releasing the City from all claims that Employee may have against City, in a form mutually acceptable to the Parties.

E. The City shall not be obligated to pay, and shall not pay, any severance payments under the provisions of paragraph 3.C, if the Employee is terminated for good cause as defined in paragraph 3.F. below. Further, the City shall not be obligated to pay, and shall not pay, any severance amount under the provisions of paragraph 3.C., in the event Employee voluntarily resigns without affirmative action by City to terminate, initiate termination proceedings, or request Employee's resignation.

F. *Good Cause.* For purposes of this Agreement, the term "good cause" is defined as, but not limited to, the following:

1. Any willful, knowing, grossly negligent, or negligent breach, disregard, or habitual neglect of any provision of this Agreement, or any willful, knowing, grossly negligent, or negligent breach, disregard, or habitual neglect of any duty or obligation required to be performed by Employee under this Agreement or under the Charter and ordinances of the City and/or the laws of the United States or the State of Arizona.
2. Incompetence in the performance of the Employee's duties as documented by evaluations, memoranda, or other written communication from the City; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the City has provided Employee notice and a reasonable opportunity to remediate any incompetency.
3. Any misconduct of the Employee involving an act of moral turpitude, criminal illegality (excepting minor traffic violations), or habitual violations of the traffic laws, whether or not related to the Employee's official duties hereunder.

4. Any violation by the Employee of a statute or law constituting misconduct in office.
5. Any conduct by employee that violates any law, rule, or policy prohibiting discrimination, harassment, or retaliation.
6. Any conduct that would constitute a material violation of City rules, regulations, or policies.
7. Any willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, by Employee of public or other funds or other property, real, personal, or mixed, owned by, or entrusted to the City, or Employee in his/her official capacity.
8. Knowingly falsifying records or documents related to the City's activities.
9. Knowing misrepresentation of material facts to the City Council or other City officials in the conduct of the City's business
10. Insubordination or failure to comply with lawful directives of the City Council unless compliance with such directive would violate the law or any ethical code or rules applicable to the Employee.
11. The unlawful use or abuse of drugs, hallucinogens, alcohol, or other substances regulated by federal or state law.
12. The suspension or loss of any professional license required to perform the duties of the position.
13. Any other reason constituting "good cause" under Arizona law.

G. *Resignation.* Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time from his/her position or to retire from public service. In the event that Employee voluntarily resigns his/her position or retires prior to the expiration of the term of this Agreement, Employee shall give the City at least sixty (60) days' advance notice, or such advance notice as may be otherwise mutually agreed upon. In the case of a voluntary resignation or retirement, no severance package will be provided to Employee.

SECTION 4. Salary

A. The City agrees to pay the Employee for the services rendered pursuant to this Agreement an annual salary payable in installments at the same time regular employees of the City are paid as follows:

<u>Time Period</u>	<u>Annual Salary</u>
July 1, 2024 through June 30, 2025	\$ 273,499.20
July 1, 2025 through June 30, 2026	\$ 300,851.20

B. Salary adjustments and merit increases approved for regular, unrepresented employees during the term of the Agreement shall not apply to the Employee.

C. The City Council shall conduct an evaluation of Employee's performance annually.

SECTION 5. Hours of Work

A. Employee shall work not less than 40 hours per week except when a City holiday occurs or when on a leave approved by the Mayor.

B. In the event Employee is required to work more than 40 hours in a week, Employee shall not be compensated for the additional time.

C. Employee will be allowed to adjust her office hours as she shall deem appropriate so long as she is present each workday and the management of the City is not harmed.

SECTION 6. Dues and Subscriptions

The City agrees to budget and to pay the professional dues and subscriptions of Employee necessary for continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for continued professional participation, growth, and advancement, and for the good of the City subject to City's determination as to what is necessary.

SECTION 7. Professional Development

A. The City hereby agrees to budget and to pay the travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other national, regional, state and local governmental groups and committees

thereof which Employee serves as a member, subject to the City's determination as to what is necessary.

B. The City also agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for professional development and for the good of the City, subject to the City's determination as to what is necessary.

C. The Mayor and Council shall be given prior notice of estimated time and expenditures under this Section.

SECTION 8. Other Terms and Conditions of Employment

A. The City Council shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, or any other law.

B. All provisions of the City Charter and Code, and Personnel Rules of the City relating to vacation and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of the City, in addition to said benefits enumerated specifically for the benefit of Employee, except as otherwise provided under this Agreement.

C. Employee shall be covered under the City Code provisions on defense and indemnification of City employees for acts within the scope of his employment.

D. Employee shall be entitled to annual deferred compensation in an amount equal to seven percent (7%) of Employee's base salary. This amount shall be paid in equal biweekly amounts and deposited in Employee's City-designated deferred compensation account. If the amount paid to Employee in deferred compensation exceeds the maximum contribution limit for 457(b) plans for the tax year, any amounts in excess of the annual limit shall be paid into an investment vehicle of the Employee's election.

E. The City shall provide Employee a term life insurance plan in an amount equal to 1.5 times Employee's annual salary, payable to Employee's designated beneficiaries.

F. Employee will accrue vacation and sick leave in accordance with the City's Personnel Rules. Payment of Employee's unused sick hours shall be treated as set forth in paragraph H of this section.

G. Payment of sick leave upon leaving City service or death:

1. Upon leaving City service, Employee shall be entitled to compensation for accumulated sick leave under the provisions governing payment of sick leave for regular employees upon retirement.
2. If Employee dies prior to leaving City service, her beneficiaries shall be entitled to compensation pursuant to the City Personnel Rules.

SECTION 9. Tax Compliance

Employee shall be responsible for compliance with all Internal Revenue Service and State Revenue Service requirements for taxes on any salary or benefits.

SECTION 10. General Provisions

- A. The text herein constitutes the entire agreement between the Parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. If the Parties mutually desire to extend Employee's employment beyond the term of this Agreement, Employee and the City Council will engage in discussions during the period between June 1, 2026, and July 15, 2026, concerning possible changes to the terms and conditions for any employment after June 30, 2026.
- D. If any provisions, or any portion thereof, contained in this agreement are held to be unconstitutional, invalid, or unenforceable, the remainder of the Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

FOR THE CITY:

FOR EMPLOYEE:

By: _____
MAYOR

By:  _____
KELLY Y. SCHWAB

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney *REL*



City Council Memorandum Human Resources Memo No.

Date: June 24, 2024
To: Vice Mayor and Council
From: Mayor Kevin Hartke
Subject: City Clerk Employment Agreement

Proposed Motion:

Move City Council approve the City Clerk Employment Agreement with Dana DeLong for the term of July 1, 2024, through June 30, 2026.

Background/Discussion

On June 10, 2024, the Mayor and Council conducted the annual performance review for the City Clerk. As a result of the review, the Council directed staff to prepare an employment agreement to be entered into between the City and Dana DeLong.

Attachments

City Clerk Employment Agreement

**CITY OF CHANDLER CITY CLERK
EMPLOYMENT AGREEMENT**

THIS AGREEMENT ("Agreement") is entered into by and between the CITY OF CHANDLER (the "City"), an Arizona municipal corporation, by its Mayor, and DANA DELONG ("Employee"), (City and Employee may individually be referred to as "Party" and collectively referred to as "Parties") and made this ____ day of _____, 2024 (Effective Date).

WITNESSETH:

WHEREAS, the City desires to employ the services of Employee as City Clerk of the City of Chandler, Arizona; and

WHEREAS, it is the desire of the City Council to (1) secure and retain the services of Employee and to provide inducement for Employee to remain in such employment, (2) to act as deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and (3) to set forth the terms for terminating Employee's services at such time as Employee may be unable fully to discharge Employee's duties or when the City may desire to otherwise terminate Employee's employ; and

WHEREAS, Employee desires to accept employment as City Clerk of said City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

SECTION 1. Duties

The City hereby agrees to engage Employee as City Clerk of the City to perform the functions and duties specified in the City Charter, and to perform such other legally permissible and proper duties and functions as the City Council shall from time-to-time assign.

SECTION 2. Term

A. The term of this Agreement shall be for two years from July 1, 2024, through June 30, 2026, unless sooner terminated as provided herein.

B. Employee agrees to remain in the exclusive employ of the City until termination of this Agreement and neither to accept nor to become employed by any other employer until after the Agreement is terminated.

SECTION 3. Termination and Severance

A. Employee serves at the pleasure of the City Council as provided in the Chandler City Charter and nothing herein shall be taken to prevent, limit or otherwise interfere with the right of the City to terminate the services of Employee with or without good cause at any time. There is no express or implied promise made to Employee for any form of continued employment. This Agreement is the sole and exclusive basis for an employment relationship between the Employee and the City.

B. For purposes of this Agreement, involuntary termination shall occur when:

1. The majority of the City Council votes to terminate Employee at a properly posted and duly authorized meeting of the City Council.
2. Employee resigns at the request of the City Council, whether formal or informal. Employee may declare an involuntary termination as of the date of the request.
3. The City Council gives Employee notice at least 60 days before the end of the Agreement that it will not offer a follow-on Agreement upon expiration of the current contract term. Employee's termination shall be effective as of the end of the contract term unless an earlier terminate date is mutually agreed upon by the parties.

C. If Employee is involuntarily terminated for other than good cause by the City Council, including when the Agreement is allowed to expire without a follow-on Agreement, while Employee is still willing and able to perform the duties required under this Agreement, the City agrees to provide one of the following severance packages, which must be elected by Employee no later than five business days after Employee's receipt of the notice of termination or decision not to renew the Agreement, or Employee's involuntary resignation. Once selected, Employee's severance package may not be changed.

Option 1:

- A single lump sum severance payment in an amount equivalent to four months' aggregate salary at the then-current rate of pay, deferred compensation thereon, and the value of 100% of Employee's accrued vacation leave and 50% of accrued sick leave.
- The City's share of life insurance coverage and City-paid medical, dental, and vision COBRA continuation coverage for four months.

Option 2:

- Continuing pay and benefits for up to six months or until Employee commences retirement or obtains other full-time employment and benefits coverage through a group health insurance plan from Employee's new employer, whichever occurs sooner, as follows:
 - Pay and deposits of deferred compensation based on Employee's then-current salary paid every two weeks concurrently with the regular City payroll.
 - The continuation of City benefits based on Employee's elections at the time of termination.
- A lump sum payment of the value of 100% of Employee's accrued vacation leave and 50% of accrued sick leave to be made at the time of Employee's final check.

D. Payments made by the City under either severance package will release the City from any further obligations under this Agreement. Before the delivery of any severance payment under either option set out above, Employee agrees to execute and deliver to the City a waiver and release releasing the City from all claims that Employee may have against the City, in a form mutually acceptable to the Parties.

E. The City shall not be obligated to pay, and shall not pay, any severance payments under the provisions of paragraph 3.C, if the Employee is terminated for good cause as defined in paragraph 3.F. below. Further, the City shall not be obligated to pay, and shall not pay, any severance amount under the provisions of paragraph 3.C., in the event Employee voluntarily resigns without affirmative action by the City to terminate, initiate termination proceedings, or request Employee's resignation.

F. *Good Cause.* For purposes of this Agreement, the term "good cause" is defined as, but not limited to, the following:

1. Any willful, knowing, grossly negligent, or negligent breach, disregard, or habitual neglect of any provision of this Agreement, or any willful, knowing, grossly negligent, or negligent breach, disregard, or habitual neglect of any duty or obligation required to be performed by Employee under this Agreement or under the Charter and ordinances of the City and/or the laws of the United States or the State of Arizona.
2. Incompetence in the performance of the Employee's duties as documented by evaluations, memoranda, or other written communication from the City; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the City has provided Employee notice and a reasonable opportunity to remediate any incompetency.

3. Any misconduct of the Employee involving an act of moral turpitude, criminal illegality (excepting minor traffic violations), or habitual violations of the traffic laws, whether or not related to the Employee's official duties hereunder.
4. Any violation by the Employee of a statute or law constituting misconduct in office.
5. Any conduct by employee that violates any law, rule, or policy prohibiting discrimination, harassment, or retaliation.
6. Any conduct that would constitute a material violation of City rules, regulations, or policies.
7. Any willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, by Employee of public or other funds or other property, real, personal, or mixed, owned by, or entrusted to the City, or Employee in his/her official capacity.
8. Knowingly falsifying records or documents related to the City's activities.
9. Knowing misrepresentation of material facts to the City Council or other City officials in the conduct of the City's business
10. Insubordination or failure to comply with lawful directives of the City Council unless compliance with such directive would violate the law or any ethical code or rules applicable to the Employee.
11. The unlawful use or abuse of drugs, hallucinogens, alcohol, or other substances regulated by federal or state law.
12. The suspension or loss of any professional license required to perform the duties of the position.
13. Any other reason constituting "good cause" under Arizona law.

G. *Resignation.* Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time from his/her position or to retire from public service. In the event that Employee voluntarily resigns his/her position or retires prior to the expiration of the term of this Agreement, Employee shall give the City at least sixty (60) days' advance notice, or such advance notice as may be otherwise mutually agreed upon. In the case of a voluntary resignation or retirement, no severance package will be provided to Employee.

SECTION 4. Salary

A. The City agrees to pay the Employee for the services rendered pursuant to this Agreement an annual salary payable in installments at the same time regular employees of the City are paid as follows:

<u>Time Period</u>	<u>Annual Salary</u>
July 1, 2024 through June 30, 2025	\$ 183,976.00
July 1, 2025 through June 30, 2026	\$ 199,617.60

B. Salary adjustments and merit increases approved for regular, unrepresented employees during the term of the Agreement shall not apply to the Employee.

C. The City Council shall conduct an evaluation of Employee's performance annually.

SECTION 5. Hours of Work

A. Employee shall work not less than 40 hours per week except when a City holiday occurs or when on a leave approved by the Mayor.

B. In the event Employee is required to work more than 40 hours in a week, Employee shall not be compensated for the additional time.

C. Employee will be allowed to adjust her office hours as she shall deem appropriate so long as she is present each workday and the management of the City is not harmed.

SECTION 6. Dues and Subscriptions

The City agrees to budget and to pay the professional dues and subscriptions of Employee necessary for continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for continued professional participation, growth, and advancement, and for the good of the City subject to the City's determination as to what is necessary.

SECTION 7. Professional Development

A. The City hereby agrees to budget and to pay the travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately

pursue necessary official and other national, regional, state and local governmental groups and committees thereof which Employee serves as a member, subject to the City's determination as to what is necessary.

B. The City also agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for professional development and for the good of the City, subject to the City's determination as to what is necessary.

C. The Mayor and Council shall be given prior notice of estimated time and expenditures under this Section.

SECTION 8. Other Terms and Conditions of Employment

A. The City Council shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, or any other law.

B. All provisions of the City Charter and Code, and Personnel Rules of the City relating to vacation and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of the City, in addition to said benefits enumerated specifically for the benefit of Employee, except as otherwise provided under this Agreement.

C. Employee shall be covered under the City Code provisions on defense and indemnification of City employees for acts within the scope of his employment.

D. Employee shall be entitled to annual deferred compensation in an amount equal to seven percent (7%) of Employee's base salary. This amount shall be paid in equal biweekly amounts and deposited in Employee's City-designated deferred compensation account. If the amount paid to Employee in deferred compensation exceeds the maximum contribution limit for 457(b) plans for the tax year, any amounts in excess of the annual limit shall be paid into an investment vehicle of the Employee's election.

E. The City shall provide Employee a term life insurance plan in an amount equal to 1.5 times Employee's annual salary, payable to Employee's designated beneficiaries.

F. The City shall provide Employee a \$100 per month allowance for the use of Employee's own personal cell phone for City business. This allowance will be paid in biweekly amounts.

G. Employee will accrue vacation and sick leave in accordance with the City's Personnel Rules. Payment of Employee's unused sick hours shall be treated as set forth in paragraph H of this section.

H. Payment of sick leave upon leaving City service or death:

1. Upon leaving City service, Employee shall be entitled to compensation for accumulated sick leave under the provisions governing payment of sick leave for regular employees upon retirement.
2. If Employee dies prior to leaving City service, her beneficiaries shall be entitled to compensation pursuant to the City Personnel Rules.

SECTION 9. Tax Compliance

Employee shall be responsible for compliance with all Internal Revenue Service and State Revenue Service requirements for taxes on any salary or benefits.

SECTION 10. General Provisions

A. The text herein constitutes the entire agreement between the Parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. If the Parties mutually desire to extend Employee's employment beyond the term of this Agreement, Employee and the City Council will engage in discussions during the period between June 1, 2026, and July 15, 2026, concerning possible changes to the terms and conditions for any employment after June 30, 2026.

D. If any provisions, or any portion thereof, contained in this Agreement are held to be unconstitutional, invalid, or unenforceable, the remainder of the Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

FOR THE CITY:

FOR EMPLOYEE:

By: _____
MAYOR

By: 
DANA DELONG

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney *REL*



City Council Memorandum Neighborhood Resources Memo No.

Date: June 24, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Leah Powell, Neighborhood Resources Director
From: Amy Jacobson, Housing and Redevelopment Senior Manager
Subject: Ordinance No. 5094, lease extension for space in the recreation building at 660 S. Palm Lane, Chandler, Arizona, for use as a Head Start Facility

Proposed Motion:

Move City Council introduce and tentatively adopt Ordinance No. 5094, approving the Eleventh Amendment to the lease agreement between the City of Chandler and Maricopa County authorizing a two-year lease extension for space in the recreation building at 660 S. Palm Lane, Chandler, Arizona, for use as a Head Start Facility.

Background:

The Head Start Program is a comprehensive early childhood education initiative in the United States aimed at promoting school readiness for young children from low-income families. Established in 1965, it provides a range of services to enhance cognitive, social, and emotional development. These services include early learning, health screenings, nutrition, and parental involvement support. Head Start programs are designed for children aged three to five, while Early Head Start programs cater to infants, toddlers, and pregnant women. The overarching goal is to ensure that children from disadvantaged backgrounds are prepared for success in school and life.

Maricopa County Human Services Department administers the Head Start program at two of the City of Chandler's public housing sites, located at 130 N. Hamilton and 660 S. Palm Lane. Each classroom has 20 students ages 3-5. The number of graduates will vary from year to year. This school year, there were 10 graduates at 130 N. Hamilton and 10 at 660 S. Palm Lane.

The Maricopa County Head Start organization has operated a Head Start pre-school program in the Public Housing Recreation Building, located at 660 S. Palm Lane, since 1993. In 1993, the County contributed \$60,000 towards the remodeling of the existing building to better accommodate Head Start's licensing needs.

Discussion:

The original amended and restated lease with the current terms, conditions and rent amount was executed in 2017. The current three-year term of the amended renewal lease with Maricopa County Head Start ends June 30, 2024. The current lease amount is \$3,999.96 per year. The existing lease includes an option to extend the lease for a two-year period at an annual rate of \$3,999.96 per year. Maricopa County is requesting to exercise the option for a two-year lease extension under the same terms and conditions outlined in the current lease. The Head Start Program serves both the Public Housing residents' children and neighborhood children. Head Start is a valuable resource that better prepares low-income children for a school environment.

Financial Implications:

All costs associated with the lease and the Head Start program are paid by Maricopa County Head Start or by the United States Department of Housing and Urban Development through the Public Housing Operating budget.

Attachments

Ordinance 5094

660 S Palm Lease Amendment 11

ORDINANCE NO. 5094

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA APPROVING THE ELEVENTH AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF CHANDLER AND MARICOPA COUNTY, ARIZONA RELATING TO PUBLIC HOUSING PROPERTY LOCATED AT 660 S. PALM; AND AUTHORIZING EXECUTION OF THE LEASE AMENDMENT AND ALL RELATED DOCUMENTS.

WHEREAS, the City of Chandler (the “City”) owns a public housing property located at 660 S. Palm that is the subject of an existing lease between the City and Maricopa County, Arizona (the “County”) for a Head Start program facility that will expire on June 30, 2024 (the “Lease”); and

WHEREAS, the City and County wish to amend the Lease to extend the term at a rental rate of \$3,999.96 per year, payable in monthly amounts of \$333.33, and make certain changes to the terms and conditions as shown in the attached Exhibit “A.”

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 Eleventh Amendment to Lease Agreement (L7078) Between City of Chandler and Maricopa County in substantially the form attached hereto as Exhibit “A.”

Section 2. The Mayor of the City of Chandler, Arizona is authorized to execute the Eleventh Amendment and the City Manager, or a designee, is authorized to execute any related documents.

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. 5094 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”

**ELEVENTH AMENDMENT TO LEASE AGREEMENT (L7178)
BETWEEN CITY OF CHANDLER AND MARICOPA COUNTY
660 SOUTH PALM LANE, CHANDLER, ARIZONA
C-22-05-115-4-12**

RECITALS

- A. City of Chandler, an Arizona municipal corporation (Lessor), and Maricopa County, a political subdivision of the State of Arizona (Lessee), (collectively, Parties) are Parties to that certain Lease Agreement dated October 27, 2004, and subsequently amended or renewed by Renewal Letter dated November 14, 2007; Amended and Restated dated February 11, 2010; by Renewal Letter dated January 3, 2012; by Fourth Amendment dated October 31, 2012; by Fifth Amendment dated June 12, 2013; by Sixth Amendment dated March 17, 2015; by Seventh Amendment dated March 23, 2016; by Eighth Amendment dated June 7, 2017; by Ninth Amendment dated June 24, 2020, and by Tenth Amendment dated May 18, 2022 (collectively, Agreement). The Agreement is for Lessee's use of a portion of the property owned by the City of Chandler located at 660 South Palm Lane, Chandler, Arizona.
- B. The term of the Agreement expires on June 30, 2024.
- C. Lessor and Lessee now mutually desire to enter into this Eleventh Amendment to the Agreement ("Amendment") to: (a) replace and extend the term; (b) state base rent; (c) revise the termination provisions; and (d) provide County administrative authority provision.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee now agree as follows:

- 1. The Recitals, by this reference, are incorporated into this Amendment.
- 2. Capitalized terms used in this Amendment without definition shall have the meanings assigned to such terms in the Agreement unless the context expressly requires otherwise.
- 3. The term of the Agreement in Section 2 of the Amended and Restated Lease, as renewed by Letter dated October 4, 2011, and Letter dated January 3, 2012, as amended by Section 1 of the Fourth through Eighth Amendments, Section 3 of the Ninth Amendment and Tenth Amendments to the Agreement, is deleted in its entirety and replaced with the following:

Upon the effective date of this Amendment, the term of the Agreement is hereby extended through June 30, 2027 (Term). Lessee shall have the option to renew the Term for two additional periods of one-year each upon mutual written agreement of the Parties.

- 4. Rent in Section 3 of the Amended and Restated Lease, as restated in the Letter dated October 4, 2011, and the Letter dated January 12, 2012, as amended by Section 2 of the Fourth, Sixth, Seventh, and Eighth Amendments, and Section 4 of the Ninth and Tenth Amendments to the Agreement, is hereby deleted in its entirety and replaced with the following:

During the Term, Lessee agrees to pay as base rent in equal monthly installments as follows:

<u>Monthly</u>	<u>Fiscal Year</u>	
\$333.33	\$3,999.96	plus rental tax

5. Section 20 of the Agreement is hereby deleted and replaced in its entirety with the following:

20. Termination Before End of Term; Non-appropriation.

- (a) Lessor or Lessee each reserve the right to terminate this Lease at any time by giving ninety (90) days written notice to the other.
- (b) Lessee may terminate this Agreement at the end of any fiscal year during the term of the Agreement due to non-appropriation of funds. Lessee's fiscal year ends on June 30 and federal fiscal year ends September 30 of each year.
- (c) Lessor anticipates that the Leased Premises may be redeveloped during the Term of this Agreement. In such event, Lessor will terminate this Agreement. Lessor will endeavor to provide Lessee with at least ninety (90) days prior written notice, but in no event shall Lessor give Lessee less than sixty (60) days prior written notice of such termination.
- (d) In the event of an early termination, the rent payment heretofore made by Lessee shall be prorated on the number of days remaining in the final month of occupancy. Lessor shall refund the prorated amount to Lessee within thirty (30) days after termination. Lessor and/or any of its employees, agents, officers, directors, members, successors or assigns hereby waives any and all rights to bring any claim against Lessee or its employees, agents, officers, directors, members, successors or assigns from or relating any way to Lessee's termination or cancellation of this Agreement pursuant to these Sections 20c) and 20(e).
- (e) The Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

6. The Agreement is hereby amended to add the following section:

43. Delegation of Authority. The Assistant County Manager for Maricopa County and/or the Real Estate Director for Maricopa County shall administer this Agreement, including executing documents necessary to administer this Agreement.

7. The foregoing paragraphs contain all the changes made by this Amendment. All other terms and conditions of the Agreement remain the same and in full force and effect, except as herein amended.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date written below.

LESSOR: City of Chandler, an Arizona Municipal Corporation

Kevin Hartke,
Mayor

ATTEST:

City Clerk Date

APPROVED as to FORM:

City Attorney Date

DMG

C-22-05-115-4-12

LESSEE: Maricopa County, a political subdivision of the State of Arizona




Chairman of the Board of Supervisors

ATTEST:

 MAY 14 2024

Clerk of the Board Date ~~050824~~

APPROVED as to FORM:

DocuSigned by:
 5/3/2024
07695337ADCA460...

Deputy County Attorney Date

**City Council Memorandum Neighborhood Resources Memo No.**

Date: June 24, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Leah Powell, Neighborhood Resources Director
From: Amy Jacobson, Housing and Redevelopment Senior Manager
Subject: Ordinance No. 5093, lease extension for space in the recreation building at 130 N. Hamilton Street, Chandler, Arizona, for use as a Head Start Facility.

Proposed Motion:

Move City Council introduce and tentatively adopt Ordinance No. 5093 approving the Tenth Amendment to the lease agreement between the City of Chandler and Maricopa County authorizing a two-year lease extension for space in the recreation building at 130 N. Hamilton Street, Chandler, Arizona, for use as a Head Start Facility.

Background:

The Head Start Program is a comprehensive early childhood education initiative in the United States aimed at promoting school readiness for young children from low-income families. Established in 1965, it provides a range of services to enhance cognitive, social, and emotional development. These services include early learning, health screenings, nutrition, and parental involvement support. Head Start programs are designed for children aged three to five, while Early Head Start programs cater to infants, toddlers, and pregnant women. The overarching goal is to ensure that children from disadvantaged backgrounds are prepared for success in school and life.

Maricopa County Human Services Department administers the Head Start program at two of the City of Chandler's public housing sites, located at 130 N. Hamilton and 660 S. Palm Lane. Each classroom has 20 students ages 3-5. The number of graduates will vary from year to year. This school year, there were 10 graduates at 130 N. Hamilton and 10 at 660 S. Palm Lane.

Maricopa County has operated a Head Start pre-school program in the Public Housing Recreation Building, located at 130 N. Hamilton Street, since 1991. In 1995, the County contributed \$70,000 towards the remodeling of the existing building to better accommodate Head Start's licensing needs.

Discussion:

The original amended and restated lease with the current terms, conditions and rent amount was executed in 2017. The current two-year term of the amended renewal lease with Maricopa County Head Start ends June 30, 2024. The current lease amount is \$3,999.96 per year. The existing lease included an option to extend the lease for a two-year period at an annual rate of \$3,999.96 per year. Maricopa County is requesting to exercise the option for a two-year lease extension under the same terms and conditions outlined in the current lease. The Head Start Program serves Public Housing residents' children as well as children from the surrounding neighborhood. Head Start is a valuable resource that prepares low-income children for a school environment.

Financial Implications:

All costs associated with the lease and the Head Start program are paid for by Maricopa County Head Start or by the United States Department of Housing and Urban Development through the Public Housing operating budget.

Attachments

Ordinance No. 5093

130 S Hamilton Lease Amendment 10

ORDINANCE NO. 5093

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA APPROVING THE TENTH AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF CHANDLER AND MARICOPA COUNTY, ARIZONA RELATING TO PUBLIC HOUSING PROPERTY LOCATED AT 130 S. HAMILTON; AND AUTHORIZING EXECUTION OF THE LEASE AMENDMENT AND ALL RELATED DOCUMENTS.

WHEREAS, the City of Chandler (the “City”) owns a public housing property located at 130 S. Hamilton that is the subject of an existing lease between the City and Maricopa County, Arizona (the “County”) for a Head Start program facility that will expire on June 30, 2024 (the “Lease”); and

WHEREAS, the City and County wish to amend the Lease to extend the term at a rental rate of \$3,999.96 per year, payable in monthly amounts of \$333.33, and make certain changes to the terms and conditions as shown in the attached Exhibit “A.”

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 Tenth Amendment to Lease Agreement (C6552) Between City of Chandler and Maricopa County in substantially the form attached hereto as Exhibit “A.”

Section 2. The Mayor of the City of Chandler, Arizona is authorized to execute the Tenth Amendment and the City Manager, or a designee, is authorized to execute any related documents.

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. 5093 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”

**TENTH AMENDMENT TO LEASE AGREEMENT (C6552)
BETWEEN CITY OF CHANDLER AND MARICOPA COUNTY
130 N HAMILTON STREET, CHANDLER, ARIZONA
C-22-06-098-4-11**

RECITALS

- A. City of Chandler, an Arizona municipal corporation (Lessor), and Maricopa County, a political subdivision of the State of Arizona (Lessee), (collectively, Parties) are Parties to that certain Lease Agreement dated April 13, 2005, and subsequently amended or renewed by Renewal Letter dated May 21, 2008; Amended and Restated Lease dated June 21, 2010 (Lease); by Renewal Letter dated July 9, 2012; by Fourth Amendment dated June 12, 2013; by Fifth Amendment dated March 17, 2015; by Sixth Amendment dated March 23, 2016; by Seventh Amendment dated June 7, 2017; by Eighth Amendment dated June 24, 2020; and by Ninth Amendment dated June 8, 2022 (collectively, Agreement). The Agreement is for Lessee's use of a portion of the property owned by the City of Chandler located at 130 N. Hamilton Street, Chandler, Arizona.
- B. The term of the Agreement expires on June 30, 2024.
- C. Lessor and Lessee now mutually desire to enter into this Tenth Amendment to the Agreement (Amendment) to amend the Agreement to: (a) replace and extend the term; (b) state base rent; (c) revise the termination provisions; and (d) provide County administrative authority provision.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee now agree as follows:

- 1. The Recitals, by this reference, are incorporated into this Amendment.
- 2. Capitalized terms used in this Amendment without definition shall have the meanings assigned to such terms in the Agreement unless the context expressly requires otherwise.
- 3. The term of the Agreement in Section 2 of the Amended and Restated Lease, as renewed by Letter dated July 9, 2012, as amended by Section 1 of the Fourth through Seventh Amendments, Section 3 of the Eighth Amendment, and Section 4 of the Ninth Amendment to the Agreement, is deleted in its entirety and replaced with the following:

Upon the effective date of this Amendment, the term of the Agreement is hereby extended through June 30, 2027 (Term). Lessee shall have the option to renew the Term of this Agreement for two (2) additional periods of one (1) year each. The Agreement shall be renewed upon mutual agreement of the Parties in writing.

4. Rent in Section 3 of the Amended and Restated Lease, as stated in the Letter dated July 9, 2012, as amended by Section 2 of the Fifth Amendment through the Seventh Amendments, Section 4 of the Eighth Amendment, and Section 5 of the Ninth Amendment to the Agreement, is hereby deleted in its entirety and replaced with the following:

During the Term, Lessee agrees to pay as base rent in equal monthly installments as follows:

<u>Monthly</u>	<u>Fiscal Year</u>
\$333.33	\$3,999.96 plus rental tax

5. Section 20 of the Agreement is hereby amended by adding the following:
 - 20.6 Lessor anticipates that the Leased Premises may be redeveloped during the Term of this Lease. In such event, Lessor will terminate this Lease. Lessor will endeavor to provide Lessee with at least ninety (90) days prior written notice, but in no event shall Lessor provide less than sixty (60) days prior written notice of such termination.
6. The Agreement is hereby amended to add the following section:
 43. Delegation of Authority. The Assistant County Manager for Maricopa County and/or the Real Estate Director for Maricopa County shall administer this Agreement, including executing documents necessary to administer this Agreement.
7. The Agreement is subject to cancellation pursuant to the provisions of A.R.S. §38-511.
8. The foregoing paragraphs contain all the changes made by this Amendment. All other terms and conditions of the Agreement remain the same and in full force and effect, except as herein amended.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date written below.

LESSOR: City of Chandler, an Arizona Municipal Corporation

Kevin Hartke, Mayor

ATTEST:

City Clerk Date

APPROVED as to FORM:

City Attorney Date

DMG

C-22-06-098-4-11

LESSEE: Maricopa County, a political subdivision of the State of Arizona



Chairman of the Board of Supervisors

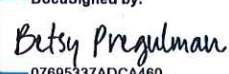
ATTEST:



Clerk of the Board

MAY 14 2024
Date 050824

APPROVED as to FORM:

DocuSigned by:


07695337ADCA460...

5/3/2024
Date

Deputy County Attorney



City Council Memorandum Neighborhood Resources Memo No.
NR24-018

Date: June 24, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Leah Powell, Neighborhood Resources Director
From: Dylan Raymond, Senior Management Analyst
Subject: Resolution No. 5824 Authorizing the Human Services Funding Guidelines and Adopting the Service Area Priorities Recommended by the Housing and Human Services Commission

Proposed Motion:

Move City Council pass and adopt Resolution No. 5824 authorizing the Human Services Funding Guidelines and adopting the Service Area Priorities recommended by the Housing and Human Services Commission based on the results of the 2024 Community Needs Assessment.

Background:

In 1987, the City of Chandler established a formal process to support non-profit agencies in delivering human services to Chandler residents. Since then, the Chandler City Council has annually allocated funding to sustain these essential services. In Fiscal Year 2009-2010, the base allocation reached just over \$1,000,000 and has remained at or above this level with the addition of supplemental funds.

The Neighborhood Resources Department (NRD) conducts periodic community needs assessments to understand the human service needs of Chandler residents. Based on these assessments and other data, the Housing and Human Services Commission (HHSC) develops service area priorities to ensure that Chandler funds address the community's most urgent needs.

In 2010 and again in 2019, the allocations process was revised in conjunction with

community needs assessments to improve operational efficiencies and update funding priorities. In 2024, NRD updated the 2019 Community Needs Assessment and, with the City Council's guidance, developed recommendations to further refine the allocations process and enhance the impact of the city's investment in human services delivery.

Discussion:

On April 15, 2024, City Council held a work session to discuss proposed updates to the Human Services Funding Allocation Process. Recommendations to update the allocations process are detailed in the proposed Human Services Funding Guidelines attached as Exhibit B. These recommendations include defining the roles and responsibilities of the HHSC in prioritizing service areas, specifying definitions of Core and General Services, determining the amount of funding allocated for each category, setting the amounts agencies may apply for, and outlining the procurement and evaluation processes.

Based on the results of the 2024 community needs assessment, the HHSC recommends adopting four priority service areas: 1) Housing Stability and Homelessness; 2) Health and Behavioral Health; 3) Education and Enrichment; and 4) Basic Needs. A full description of each service area is attached as Exhibit B and included in the 2024 Community Needs Assessment, which can be accessed on the *Residents* tab of chandleraz.gov.

Financial Implications:

City Council approves funds to support the delivery of human services through the budget process each year.

Attachments

Resolution No. 5824

Exhibit A - Human Services Funding Guidelines

Exhibit B - Service Area Priorities

RESOLUTION NO. 5824

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING THE HUMAN SERVICES FUNDING GUIDELINES AND ADOPTING THE SERVICE AREA PRIORITIES RECOMMENDED BY THE HOUSING AND HUMAN SERVICES COMMISSION BASED ON THE RESULTS OF THE 2024 COMMUNITY NEEDS ASSESSMENT.

WHEREAS, the City of Chandler created a formal process to engage non-profit agencies in the delivery of human services to Chandler residents in 1987 and remains committed to this partnership and service model; and

WHEREAS, the process was updated in 2010 and again in 2019 to add operational efficiencies and update funding priorities; and

WHEREAS, the Community Needs Assessment was updated in 2024 (located at <https://www.chandleraz.gov/residents/neighborhood-resources/community-development/needs-assessment>) and the Housing and Human Services Commission prioritized service areas based on the findings; and

WHEREAS; the City Council directed staff to modernize the process and enhance the impact of the city's investment.

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

- Section 1. Approves and adopts the updated process for the procurement of human services in accordance with the Human Services Funding Guidelines attached as Exhibit "A."
- Section 2. Adopts the service area priorities, attached as Exhibit "B," identified in the 2024 Community Needs Assessment Update.
- Section 3. Authorizes the City Manager, or designee, to take such actions necessary or appropriate to implement the provisions of this Resolution.

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

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5824 was duly passed and adopted by the City Council of Chandler, Arizona, at a regular meeting held on the _____ day of _____, 2024 and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

DMG

EXHIBIT “A”

EXHIBIT "B"

Human Services Funding Guidelines

Approved June 27, 2024

Community Needs Assessment:

- Community needs assessments will be conducted periodically as determined by the environment.
- Funding priorities for recommendation to City Council will be developed by the Housing and Human Services Commission based on the results of community needs assessments and other data and factors deemed pertinent.

Service Categories:

1. Core Services: Services identified as a primary community need.
 - Applicants may request up to 10% of total available funding in the funding cycle.
 - Contracts for Core Services are eligible for up to four, one-year renewals based on performance and availability of funds, and at the city's discretion.
2. General Services: Services which meet a need identified in the funding priorities, but not identified as a Core Service.
 - Applicants may request up to 3% of total available funding in the funding cycle.
 - Contracts for General Services are not automatically eligible for renewal but may be eligible for renewal the following year at the city's discretion.

Procurement:

- The Procurement Office, in consultation with Neighborhood Resources, will release Requests for Proposals (RFP) for Core Services and General Services.
- The Procurement Office will facilitate the evaluation of proposals and develop and execute purchase agreements.
- Neighborhood Resources will develop scopes of work, assess performance, monitor contracts, and issue payments.
- Specific operational and administrative requirements will be detailed in the RFP.

Evaluation Process:

- Committee members will include 3-5 members of Housing and Human Services Commission and 3-5 Community Stakeholders/Content Experts.
- Additional committee members may be added as needed.
- The evaluation process will be facilitated by the Procurement Office.
- The amount allocated to each service type (Core and General) is based on the percentage of the requests received by service category that year.
- Core Services will be evaluated first.
- The evaluation committee has discretion to move up to 10% between Core Services and General Services.
- The evaluation committee has discretion to award less than an applicant requests.

Service Area Priorities

Service Area	Description	Example Activities
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



City Council Memorandum Neighborhood Resources Memo No.
NRD24-019

Date: June 24, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Leah Powell, Neighborhood Resources Director
Riann Balch, Community Development and Resources Senior Manager
From: Dylan Raymond, Senior Management Analyst
Subject: Resolution No. 5823 Allocating Fiscal Year 2024-2025 General Funds in the Amount of \$2,083,776.27 to Various Non-Profit Agencies in Accordance with the Recommendations of the Chandler Housing and Human Services Commission and Staff

Proposed Motion:

Move City Council pass and adopt Resolution No. 5823 approving and authorizing the allocation of Fiscal Year 2024-2025 General Funds in the amount of \$2,083,776.27 to various non-profit service providers in accordance with the recommendations of the Chandler Housing and Human Services Commission and staff.

Background:

Each year, the City Council allocates approximately \$1.1 million in General Fund dollars to support non-profit organizations serving Chandler residents in need. These funds are made available through the Social Services Fund (SSF), the Youth Enhancement Program (YEP), and a Council designation for veteran transportation. Additionally, contributions made by Chandler residents through utility bill donations are allocated to qualifying non-profit organizations via the Acts of Kindness (A-OK) program.

In the FY 2024-2025 adopted budget, the City Council has approved an additional one-time allocation of \$1,000,000 to address the growing needs of Chandler residents.

Funding recommendations are made by the City of Chandler Housing and Human Services Commission (HHSC) following a rigorous application and evaluation process. Proposals are assessed based on their responsiveness to the top areas and populations in need, as identified in the 2019 Community Needs Assessment.

TOP AREAS OF NEED	POPULATIONS IN NEED
Housing for All Incomes	People experiencing homelessness and/or housing crisis
Behavioral Health	Households with low and moderate incomes
Homelessness	Seniors who are isolated and/or have low household incomes
Better Communications	Youth who are vulnerable or have low household incomes
Transportation	People living with mental health and/or substance-use disorders
Social Isolation	People living with physical and/or intellectual disabilities
Food Insecurity	

Discussion:

The City received 57 applications totaling \$3,153,587.45 in requests for FY 2024-2025 General Funds designated for human services. Each application was assigned to one of three evaluation subcommittees for review and development of funding recommendations to the HHSC.

Upon receiving recommendations from the subcommittees, the HHSC developed and approved an initial comprehensive recommendation, including a contingency plan should the additional \$1,000,000 in funds become available through the City's budget process. On May 17, 2024, staff notified applicant organizations of these recommendations. On May 29, 2024, the HHSC developed and approved final recommendations, including the contingency plan, to forward to the City Council for consideration.

Staff recommends approval of the HHSC's final recommendations and contingency plan, totaling \$2,083,776.27. A complete list of applications and funding recommendations (Attachment A) and a brief description of the programs (Attachment B) are attached.

Financial Implications:

Fiscal Year 2024-2025 allocations totaling \$2,083,776.27 will be funded by the City of Chandler General Fund as part of the Fiscal Year 2024-2025 operations budget. This amount includes \$1,000,000 in one-time funds approved by the Council during the budget process. The City Manager or their designee is authorized to enter into agreements pursuant to this resolution.

Account Strings:

Fund Source	Amount	Account String
Social Services Fund (SFF)	\$419,306.89	101.4700.5225.0.0.0
Youth Enhancement Program (YEP)	\$628,960.38	101.4700.5846.0.0.0
Acts of Kindness (A-OK)	\$25,509.00	101.0000.2332.0.0.0
Veterans Transportation Services	\$10,000.00	101.4700.5225.0.0.0
One-Time Funding Available through the City's Budget Process	\$1,000,000.00	101.4700.5225.7GFA.0
Total	\$2,083,776.27	

Attachments

Resolution No. 5823

Attachment A - Funding Recommendations

Attachment B - Program Descriptions

RESOLUTION NO. 5823

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING THE ALLOCATION OF FISCAL YEAR 2024-2025 GENERAL FUNDS IN THE AMOUNT OF \$2,083,776.27 TO VARIOUS NON-PROFIT SERVICE PROVIDERS IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE CHANDLER HOUSING AND HUMAN SERVICES COMMISSION AND STAFF.

WHEREAS, the City of Chandler, in partnership with state and federal agencies, non-profit and faith-based organizations, community leaders, and caring Chandler residents, provides a network of human services, education and assistance to Chandler's most vulnerable residents; and

WHEREAS, building on strengths, collaboration, partnership and innovation, this network has helped many Chandler residents and youth overcome barriers, survive crisis, improve their education, increase independence, and build self-confidence; and

WHEREAS, the City of Chandler allocated funding of \$2,083,776.27 in the FY 2024-2025 budget for human services programs for City of Chandler residents provided by non-profit service providers; and

WHEREAS, in response to the City's annual solicitation for applications to provide services in Chandler's identified areas of need, various non-profit service providers submitted proposals for serving Chandler residents that totaled over \$3,153,587.45; and

WHEREAS, the Chandler Housing and Human Services Commission ("HHSC") and City staff have reviewed the applications and are recommending funding to the service providers as summarized in the FY 2024-2025 Funding Recommendations in Attachment "A" and the FY 2024-2025 General Fund Program Descriptions in Attachment "B."

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

- Section 1. Authorizing the allocation of Fiscal Year 2024-2025 General Funds in the amount of \$2,083,776.27 to various non-profit organizations in accordance with the recommendations of the HHSC and staff.
- Section 2. Authorizing the Neighborhood Resources Department to notify the non-profit service providers and establish any appropriate processes for funding distribution, program monitoring, and program evaluation.
- Section 3. Authorizing the City Manager or his designee to take all action necessary to carry out the intent of this Resolution, including, but not limited to, entering into agreements; suspending, terminating, amending, allocating, or reallocating funding to service providers; and such other actions as appropriate.

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

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5823 was duly passed and adopted by the City Council of Chandler, Arizona, at a regular meeting held on the ____ day of June, 2024 and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

DMG

EXHIBIT “A”

EXHIBIT “B”

Attachment A - FY 2024-2025 General Fund Allocations - Final Recommendations						
	Agency	Program	FY 24-25 Request	FY 24-25 Base Funding Recommendation	FY 24-25 Contingency Funding Recommendation	FY 24-25 Final Recommendation
1	A New Leaf	A New Leaf's Housing Support Services at Erie	\$ 50,000.00	\$ -	\$ -	\$ -
2	A New Leaf	La Mesita Family Shelter	\$ 60,000.00	\$ 30,248.27	\$ 25,000.00	\$ 55,248.27
3	About Care, Inc.	Empowering Independent Living	\$ 50,000.00	\$ 30,000.00	\$ 20,000.00	\$ 50,000.00
4	About Care, Inc.	Senior Community Wellness Collaboration	\$ 30,000.00	\$ 14,017.49	\$ 15,982.51	\$ 30,000.00
5	Aid to Adoption of Special Kids	AASK Mentoring Program	\$ 15,000.00	\$ -	\$ 10,000.00	\$ 10,000.00
6	Arizona Burn Foundation	Early Childhood Burn Prevention & Fire Safety Education Program FY24-25	\$ 22,487.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00
7	Assistance League of East Valley	Operation School Bell	\$ 15,000.00	\$ -	\$ 13,000.00	\$ 13,000.00
8	AZCEND	Food Bank	\$ 65,000.00	\$ 25,000.00	\$ 40,000.00	\$ 65,000.00
9	AZCEND	Interfaith Homeless Emergency Lodging Program - IHHELP	\$ 105,000.00	\$ 50,000.00	\$ 50,000.00	\$ 100,000.00
10	AZCEND	Neighborhood Assistance Services	\$ 195,000.00	\$ 60,000.00	\$ 70,000.00	\$ 130,000.00
11	AZCEND	Senior Nutrition Program	\$ 150,000.00	\$ 60,000.00	\$ 90,000.00	\$ 150,000.00
12	Big Brothers Big Sisters of Central Arizona (BBBSAZ)	Chandler Mentoring for At-Risk Youth	\$ 15,000.00	\$ 10,000.00	\$ 5,000.00	\$ 15,000.00
13	Boys & Girls Clubs of the Valley Inc.	Boys & Girls Clubs - Chandler Compadres Branch	\$ 75,000.00	\$ 20,000.00	\$ 35,000.00	\$ 55,000.00
14	Catholic Charities Community Services, Inc.	My Sisters Place: Services for Victims of Domestic Violence and Sexual Assault	\$ 75,500.00	\$ 25,000.00	\$ 5,000.00	\$ 30,000.00
15	CeCe's Hope Center	Housing & Case Management for Chandler Survivors	\$ 15,000.00	\$ -	\$ -	\$ -
16	Central Arizona Shelter Services, Inc. (CASS)	CASS Emergency Shelter Services for Chandler Seniors	\$ 25,000.00	\$ -	\$ -	\$ -
17	Chandler CARE Center Children's Medical and Dental Clinic	Chandler Children's Medical Clinic and Building Blocks for Kids	\$ 209,353.69	\$ 122,176.50	\$ 52,500.00	\$ 174,676.50
18	Chandler Gilbert Arc	Independence in Action	\$ 33,996.00	\$ -	\$ -	\$ -
19	Child Crisis Arizona	Emergency Care for Foster Children and Youth	\$ 50,000.00	\$ 10,000.00	\$ 40,000.00	\$ 50,000.00
20	Child Crisis Arizona	FANS Locker Room for Children, Youth, and Families in Need	\$ 35,000.00	\$ 35,000.00		\$ 35,000.00
21	Civitan Foundation, Inc.	Civitan Commons Transportation and Food Distribution	\$ 35,000.00	\$ 10,000.00	\$ -	\$ 10,000.00
22	Comp-U-Dopt, Inc.	Digital Equity for Chandler	\$ 30,000.00	\$ -	\$ -	\$ -
23	Dignity Health Foundation East Valley	Chandler Children's Dental Clinic	\$ 227,167.76	\$ 118,583.50	\$ 71,461.50	\$ 190,045.00
24	Dress for Success Phoenix	The Workforce Initiative Mobile Unit Job Training for Chandler Youth	\$ 50,000.00	\$ -	\$ -	\$ -
25	East Valley JCC	JBox: Seniors in Need	\$ 90,000.00	\$ 40,000.00	\$ 21,247.49	\$ 61,247.49
26	East Valley JCC	Low Income Family Scholarships	\$ 125,000.00	\$ 25,000.00	\$ 43,000.00	\$ 68,000.00
27	East Valley JCC	Youth in Crisis	\$ 50,000.00	\$ 10,000.00	\$ 15,000.00	\$ 25,000.00
28	EMPACT-Suicide Prevention Center (SPC)	Senior Peer Counseling Program	\$ 12,770.00	\$ 10,000.00	\$ 2,770.00	\$ 12,770.00
29	For Our City-Chandler	For Our City-Chandler Operation Back to School	\$ 25,000.00	\$ 10,000.00	\$ 15,000.00	\$ 25,000.00
30	HonorHealth	HonorHealth Cancer Care Patient Transportation	\$ 13,200.00	\$ 10,000.00	\$ 3,200.00	\$ 13,200.00
31	Hope for the Homeless, Inc.	Hope for the Homeless, Inc.	\$ 25,000.00	\$ -	\$ -	\$ -
32	I Rise Foundation	I Rise Soccer Program	\$ 40,000.00	\$ -	\$ -	\$ -
33	ICAN: Improving Chandler's Area Neighborhoods	ICAN Positive Youth Development	\$ 150,000.00	\$ 66,250.51	\$ 33,749.49	\$ 100,000.00
34	Junior Achievement of Arizona	Providing the JA BizTown Program to Primarily Low-Income City of Chandler Students	\$ 15,000.00	\$ 10,000.00	\$ 789.01	\$ 10,789.01
35	Live Love	Live Love Youth & Teen Program Expansion	\$ 25,000.00	\$ -	\$ 20,000.00	\$ 20,000.00
36	Matthew's Crossing	Emergency Food Assistance Programs	\$ 40,000.00	\$ 30,000.00	\$ 10,000.00	\$ 40,000.00
37	Mesa United Way	Chandler VITA Program	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00
38	Midwest Food Bank - Arizona Division	Emergency Food Box Program	\$ 75,000.00	\$ 40,000.00	\$ 26,800.00	\$ 66,800.00
39	Neighbors Who Care, Inc.	Aging in Place	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00
40	notMYkid, Inc.	Prevention & Peer Support	\$ 30,000.00	\$ 10,000.00	\$ 13,000.00	\$ 23,000.00
41	Oakwood Creative Care, Inc.	Day Club Program for Low-Income Chandler Seniors Experiencing Physical and Cognitive Impairments	\$ 50,000.00	\$ 22,500.00	\$ 22,500.00	\$ 45,000.00

	Organization Name	Proposal Title	FY 24-25 Request	FY 24-25 Base Funding Recommendation	FY 24-25 Contingency Funding Recommendation	FY 24-25 Final Recommendation
42	One Small Step, Inc. Clothes Cabin	One Small Step Clothes Cabin	\$ 25,000.00	\$ 20,000.00	\$ 5,000.00	\$ 25,000.00
43	Phoenix Gospel Mission, Inc. dba Phoenix Rescue Mission	Homeless and Outreach Navigation Program	\$ 85,958.00	\$ -	\$ -	\$ -
44	Pups And Warriors Side by Side (P.A.W.S.S.)	P.A.W.S.S. (Pups And Warriors Side by Side) Service Dog Training	\$ 45,000.00	\$ 10,000.00		\$ 10,000.00
45	Read On Chandler	Story School	\$ 52,000.00	\$ -	\$ 15,000.00	\$ 15,000.00
46	Recovery Cafe Arizona	Recovery Cafe Arizona Capacity Grant	\$ 70,000.00	\$ -	\$ -	\$ -
47	Recreation and Athletics for Individuals with Disabilities (RAD)	Payment Assistance for Individuals with Disabilities (PAID)	\$ 36,000.00	\$ 10,000.00	\$ 5,000.00	\$ 15,000.00
48	Resurrection Street Ministry, Inc.	Driving our Chandler Veterans 2024	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 10,000.00
49	Resurrection Street Ministry, Inc.	Feeding our Chandler Neighbors 2024	\$ 75,000.00	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00
50	Resurrection Street Ministry, Inc.	Furnishings for Housing Stability	\$ 50,000.00	\$ -	\$ -	\$ -
51	Save the Family Foundation of Arizona	Rapid Rehousing for Chandler Families	\$ 120,155.00		\$ 120,000.00	\$ 120,000.00
52	Semicolon Society	Semicolon Society Community Hope Project	\$ 15,000.00	\$ 10,000.00	\$ 5,000.00	\$ 15,000.00
53	St Joseph the Worker	Employment Without Barriers Program	\$ 20,000.00	\$ -	\$ 10,000.00	\$ 10,000.00
54	The Salvation Army, A California Corporation	Chandler Corps Client Choice Food Pantry	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00
55	The Salvation Army, A California Corporation	Housing Stability Assistance	\$ 60,000.00	\$ 25,000.00	\$ 25,000.00	\$ 50,000.00
56	United Food Bank	The Emergency Food Assistance Program Chandler	\$ 10,000.00	\$ 10,000.00		\$ 10,000.00
57	Valley of the Sun YMCA	Chandler Family YMCA Chandler i-Learn Program	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00

*Recovery Café funded through Opioid Settlement Funds in the amount of \$50,000

\$ 3,153,587.45 \$ 1,083,776.27 \$ 1,000,000.00 \$ 2,083,776.27

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1. A New Leaf – A New Leaf's Housing Support Services at Erie
Requested amount: \$50,000.00
Recommendation: \$-0- Agency declined proposed award

A New Leaf's Housing Support Services at Erie provides support services to people who have experienced chronic homelessness and have ongoing needs related to mental and physical health. Support services are designed to build independent living and tenancy skills and connect people with community-based health care, treatment, and employment services.

2. A New Leaf – La Mesita Family Shelter
Requested amount: \$60,000.00
Recommendation: \$55,248.27

A New Leaf's La Mesita Family Shelter provides shelter, food and clothing to families experiencing homelessness. A New Leaf assists in securing appropriate housing options, employment, and support systems to address factors that lead to homelessness and improve housing stability and independent living.

3. About Care, Inc. – Empowering Independent Living
Requested amount: \$50,000.00
Recommendation: \$50,000.00

About Care, Inc. provides no-cost services to Chandler residents who are elderly or disabled to assist them in remaining independent in their homes. Services, such as transportation, grocery shopping and errands, friendly visits, respite, reassurance phone calls, computer assistance, minor home repairs, case management, and information and referral are provided by trained volunteers. The program defrays the high cost of assisted living, reduces isolation, and assists with improving the mental and physical health of recipients.

4. About Care, Inc.- Senior Community Wellness Collaboration
Requested amount: \$30,000.00
Recommendation: \$30,000.00

About Care, Inc. and Neighbors Who Care partner to provide no-cost follow-up support services to homebound seniors and persons who are disabled who have been recently discharged from medical facilities. Volunteers provide assisted transportation and help to manage aftercare to decrease the future need for emergency services and hospitalization.

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5. Aid to Adoption of Special Kids – AASK Mentoring Program
Requested amount: \$15,000.00
Recommendation: \$10,000.00

Aid to Adoption of Special Kids – AASK Mentoring program provides youth in foster care (primarily those living in non-family settings) one-on-one with a caring adult based on shared interests. Time together is self-directed by the youth-mentor match, which helps youth build confidence and prepare for life after foster care.

6. Arizona Burn Foundation – Early Childhood Burn Prevention & Fire Safety Education Program FY24-25
Requested amount: \$22,487.00
Recommendation: \$20,000.00

Arizona Burn Foundation's Early Childhood Burn Prevention & Fire Safety Education Program teaches children how to be aware of items in-and-around the home that could cause a serious burn injury, and important fire safety rules. The program incorporates K-2 Arizona College & Career Ready State Standards for both safety education and literacy education. Students receive an activity book, parent guide, fire escape plan, and resources to help further educate parents on fire safety and what to do in case of an accident or emergency in English or Spanish.

7. Assistance League of East Valley – Operation School Bell
Requested amount: \$15,000.00
Recommendation: \$13,000.00

Operation School Bell supports children and teens who attend Chandler schools where uniforms are required by providing uniforms and hygiene kits. Operation School Bell will also provide sweatshirts, underwear and socks when they are available.

8. AZCEND – Food Bank
Requested amount: \$65,000.00
Recommendation: \$65,000.00

AZCEND's Chandler Food Bank Basic Needs Program responds to food insecurity and hunger for individuals and families in need through the provision of emergency and supplemental food. Emergency food boxes contain enough nutritious food for at least nine meals per family member and are tailored to the unique needs of household members whenever possible. Supplemental food includes fresh/perishable food and can be accessed weekly.

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9. AZCEND – Interfaith Homeless Emergency Lodging Program – IHELP

Requested amount: \$105,000.00

Recommendation: \$100,000.00

AZCEND's Interfaith Homeless Emergency Lodging Program (IHELP) provides emergency food and shelter to up to 25 single individuals experiencing homelessness in Chandler each night. The program operates through a collaboration of faith-based organizations in the East Valley that open their facilities to provide safe shelter and an evening meal on a rotating basis. AZCEND also provides case management and supportive services to program participants to assist them in ending their homelessness.

10. AZCEND -Neighborhood Assistance Services

Requested amount: \$195,000.00

Recommendation: \$130,000.00

AZCEND's Neighborhood Assistance Services (NAS) provides rent and utility assistance payments to Chandler residents with low-income who are facing financial crisis. The program provides intake/eligibility services, referrals, financial education, case management, and direct financial assistance for eviction and disconnection prevention. The goal is to provide short-term assistance to alleviate the immediate crisis and long-term support to help Chandler residents reach a higher level of stability.

11. AZCEND – Senior Nutrition Program

Requested amount: \$150,000.00

Recommendation: \$150,000.00

AZCEND's Senior Nutrition Program provides hot, nutritionally balanced meals to Chandler residents who are either elderly or disabled. Congregate meals are provided at the Chandler Senior Center in the dining room. Meal delivery is also available for homebound seniors. Participants who engage in the home delivered meal program also receive a wellness check to assess their general health and wellbeing.

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12. Big Brothers Big Sisters of Central Arizona (BBBSAZ) – Chandler Mentoring for At-Risk Youth

Requested amount: \$15,000.00

Recommendation: \$15,000.00

Big Brothers Big Sisters' Chandler Mentoring for At-Risk Youth Program provides school-based mentoring services to youth who are at risk or have low-income in grades 2 through 6, at San Marcos Elementary School in Chandler and at ICAN. Youth and their mentors meet during their lunch hour once per week and participate in leadership development activities on the school grounds. Mentors provide guidance to youth as it relates to school and home.

13. Boys & Girls Clubs of the Valley Inc. – Boys & Girls Clubs - Chandler Compadres Branch

Requested amount: \$75,000.00

Recommendation: \$55,000.00

The Boys & Girls Club of the Valley Inc. (BGCV) Chandler provides structured, purposeful, and fun after-school and summer activities to vulnerable youth residing in Chandler to assist them in becoming productive, caring, and responsible citizens. BGCV promotes a sense of belonging, academic success, healthy lifestyles, good character, and citizenship to improve graduation rates and discourage risky behaviors.

14. Catholic Charities Community Services, Inc. – My Sisters Place: Services for Victims of Domestic Violence and Sexual Assault

Requested amount: \$75,500.00

Recommendation: \$30,000.00

My Sister's Place Domestic Violence Shelter provides emergency shelter and a range of supportive services that promote client independence, well-being, and goal achievement. My Sister's Place also operates a 24/7 crisis hotline to provide immediate support, information, and referral.

15. CeCe's Hope Center – Housing & Case Management for Chandler Survivors

Requested amount: \$15,000.00

Recommendation: \$-0-

CeCe's Hope Center serves women aged 18-24 who are survivors of sex trafficking. The program provides women with multidimensional care and resources to address severe trauma and medical issues, basic daily needs and securing housing. All participants are interviewed to assess their readiness and current situation to establish a holistic plan

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that helps support their journey to self-sufficiency. This proposal requested financial support for staff and building expenses.

16. Central Arizona Shelter Services, Inc. (CASS) – CASS Emergency Shelter Services for Chandler Seniors
Requested amount: \$25,000.00
Recommendation: \$-0-

Central Arizona Shelter Services, Inc. (CASS) future Senior Haven will offer 170 new non-congregate shelter beds for unsheltered adults 55 and older. Services will be provided in a gated, closed campus.

17. Chandler CARE Center Children's Medical and Dental Clinic – Chandler Children's Medical Clinic and Building Blocks for Kids
Requested amount: \$209,353.69
Recommendation: \$174,676.50

The Chandler CARE Center Children's Medical and Dental Clinic collaborates with Dignity Health Foundation East Valley to provide no-cost medical care to uninsured youth who otherwise may be unable to access care. The Clinic works with volunteer licensed medical providers who provide examinations, diagnostics, and treatment of minor illness and injury including chronic and co-occurring disorders such as ADHD and Asthma. Dignity Health Foundation East Valley provides access to hearing and vision screening, free glasses, and referrals.

18. Chandler Gilbert Arc – Independence in Action
Requested amount: \$33,996.00
Recommendation: \$-0-

Chandler Gilbert Arc will install walk-in showers at two of our Chandler homes. With this home modification, Chandler Gilbert Arc dedicated staff will work with the people we support in increasing their personal hygiene independence. We firmly believe that in mastering these skills, the people supported will experience a greater sense of autonomy, confidence, and motivation resulting in an increase of community-mindedness and greater opportunity to develop social relationships.

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19. Child Crisis Arizona – Emergency Care for Foster Children and Youth

Requested amount: \$50,000.00

Recommendation: \$50,000.00

The Child Crisis Arizona Emergency Placement Services for Foster Children and Youth recruits, trains, licenses and monitors foster homes for the benefit of children experiencing homelessness in the child welfare system. Foster parents provide daily care, supervision, and nurturance for children placed in their homes. Child Crisis Arizona monitors the placement of those children to ensure their safety and assess issues or needs that might arise as the foster parents integrate the child into the family structure.

20. Child Crisis Arizona – FANS Locker Room for Children, Youth, and Families in Need

Requested amount: \$35,000.00

Recommendation: \$35,000.00

Child Crisis Arizona – FANS Locker Room for Children, Youth, and Families in Need provides basic daily living necessities, such as clothing, school uniforms and supplies, hygiene items, and household goods and diapers allowing families with low-income to use their limited financial resources for priorities such as food and shelter.

21. Civitan Foundation, Inc. – Civitan Commons Transportation and Food Distribution

Requested amount: \$35,000.00

Recommendation: \$10,000.00

Civitan Commons Transportation and Food Distribution seeks to provide transportation services to Chandler residents with Intellectual and Developmental Disabilities (IDD), fulfilling a critical need for this demographic to access employment opportunities, essential services, and community engagement activities.

22. Comp-U-Dopt, Inc. – Digital Equity for Chandler

Requested amount: \$30,000.00

Recommendation: \$-0-

The Comp-U-Dopt program provides a comprehensive curriculum covering fundamental digital literacy skills. Participants will gain proficiency in computer basics, email management, internet usage, safety protocols, and various tech tools applicable to both personal and professional domains. Upon completion of the program participants will be able to use their computers for everyday life skills and to access online resources.

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23. Dignity Health Foundation East Valley - Chandler Children's Dental Clinic

Requested amount: \$227,167.76

Recommendation: \$190,045.00

Dignity Health Foundation East Valley and the Chandler CARE Center work collaboratively to provide preventive and restorative dental services to low-income and uninsured youth at the Chandler CARE Center Clinic and to provide oral health education to children and adults in the community. Services include examinations, prophylaxis (cleaning), x-rays, sealants, fluoride varnish, and education at the clinic.

24. Dress for Success Phoenix – The Workforce Initiative Mobile Unit Job Training for Chandler Youth

Requested amount: \$50,000.00

Recommendation: \$0-

Dress for Success Teen Workforce Initiative Mobile Unit Job Training for Chandler Youth program provides low-income youth with career exploration and workforce development resources. Through these and other services, the program equips socially isolated, low-income youth with the necessary knowledge and skills to successfully gain employment.

25. East Valley JCC – Jbox: Seniors in Need

Requested amount: \$90,000.00

Recommendation: \$61,247.49

The JBox program will provide one kosher meal and one kosher food box monthly to Chandler seniors with low-income. Participants may engage in services in-home or in a congregate setting where they may also participate in social and educational activities to prevent social isolation.

26. East Valley JCC – Low Income Family Scholarships

Requested amount: \$125,000.00

Recommendation: \$68,000.00

East Valley Jewish Community Center (EVJCC) provides a high-quality educational experience for children in a safe, nurturing environment where children can explore their emotions and learn to regulate them in appropriate ways. Scholarships are provided to low-income families who cannot afford full tuition.

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27. East Valley JCC – Youth in Crisis

Requested amount: \$50,000.00

Recommendation: \$25,000.00

East Valley Jewish Community Center (EVJCC) provides a fun, peer-based program for youth from low-income families. Counselors promote strong emotional connections to assist youth in engaging with their peers and communicating their needs in socially appropriate ways.

28. EMPACT-Suicide Prevention Center (SPC) – Senior Peer Counseling Program

Requested amount: \$12,770.00

Recommendation: \$12,770.00

The EMPACT – Suicide Prevention Center (SPC) Senior Peer Counseling program meets the emotional needs of older adults through peer support to address loneliness, depression, or difficult transitions in a non-threatening environment. The program reaches seniors who would not otherwise get help.

29. For Our City-Chandler – For Our City-Chandler Operation Back to School

Requested amount: \$25,000.00

Recommendation: \$25,000.00

For Our City-Chandler – Chandler Operation Back to School will provide backpacks, school supplies and other necessities to prepare low- and moderate-income families for a successful school year.

30. HonorHealth – HonorHealth Cancer Care Patient Transportation

Requested amount: \$13,200.00

Recommendation: \$13,200.00

HonorHealth Cancer Care's patient transportation assistance program will provide safe, reliable transportation to crucial cancer care appointments at HonorHealth Cancer Care centers. This service will alleviate stress and anxiety associated with arranging transportation, allowing clients to focus on their health and well-being.

31. Hope for the Homeless, Inc. – Hope for the Homeless, Inc.

Requested amount: \$25,000.00

Recommendation: \$0-

Hope for the Homeless will provide personal care, hygiene products, first aid kits, and nutritional items to individuals experiencing homelessness in Chandler.

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32. I Rise foundation – I Rise Soccer Program

Requested amount: \$40,000.00

Recommendation: \$-0-

I Rise Soccer program seeks to create safe, accessible and an affordable soccer program to promote healthy social outcomes. By providing free membership to program participants, they have the opportunity to play in sports and grow their community.

33. ICAN: Improving Chandlers Area Neighborhoods – ICAN Positive Youth Development

Requested amount: \$150,000.00

Recommendation: \$100,000.00

ICAN's Youth Development Program teaches kids health and nutrition awareness, encourages physical activity and fitness, and promotes self-awareness, confidence, and positive life choices. Program activities are offered in age-specific groups and include multi-cultural, multi-media arts, tutoring, homework help and other skill enrichment classes, curriculum-based structured sports, games, and physical activity, free play, and monthly community service projects.

34. Junior Achievement of Arizona – Providing the JA BizTown Program to Primarily Low-Income City of Chandler Students

Requested amount: \$15,000.00

Recommendation: \$10,789.01

Junior Achievement of Arizona's JA BizTown Program provides financial literacy, workforce readiness, and entrepreneurial education to Chandler students. The intent of the programs is to increase students' problem solving and critical thinking skills; introduce students to various career paths and industries; and provide students with a specific understanding of economic concepts, financial literacy skills and work readiness fundamentals.

35. Live Love – Live Love Youth & Teen Program Expansion

Requested amount: \$25,000.00

Recommendation: \$20,000.00

Live Love provides Chandler youth access to safe, enriching spaces that contribute to their educational, social, and personal development. This funding will allow Live Love to expand services to additional youth when the new Oasis Community Center opens. Programming includes the After School Teen Program, Elementary Break Program, Youth Culinary Classes, and the Gardening Program.

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36. Matthew's Crossing – Emergency Food Assistance Programs

Requested amount: \$40,000.00

Recommendation: \$40,000.00

Matthew's Crossing Food Bank Emergency Food Assistance Programs provides individuals and families in need of hunger relief with approximately six to eight days of food. Participants are eligible for one Emergency Food Box a month, and up to three Holiday Food Boxes and Meals to Grow backpacks/food closets/snack packs.

37. Mesa United Way – Chandler VITA Program

Requested amount: \$20,000.00

Recommendation: \$20,000.00

Mesa United Way's Volunteer Income Tax Assistance (VITA) program provides free tax preparation services, at seven sites, to low- and medium-income individuals and families in the Chandler community. The program is a federally sponsored, administered, and monitored by the Internal Revenue Service (IRS).

38. Midwest Food Bank - Arizona Division – Emergency Food Box Program

Requested amount: \$75,000.00

Recommendation: \$66,800.00

Midwest Food Bank – Arizona Division's Emergency Food Box Program, in coordination with its fourteen partnering organizations, offers 7,500 pre-packaged emergency food boxes to low-income, food insecure children, families, and elderly annually.

39. Neighbors Who Care, Inc. – Aging in Place

Requested amount: \$20,000.00

Recommendation: \$20,000.00

Neighbors Who Care, Inc. (NWC) provides non-medical assistive services to elderly homebound, disabled, and or frail Chandler residents to empower them to remain healthier, less isolated, and continue to live independently in their own homes. Volunteers provide services including transportation to medical appointments, dinner delivery, minor repairs, reassurance calling, caregiver respite, shopping and errands, van service, friendly visiting, and business advocacy.

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40. notMYkid, Inc. – Prevention & Peer Support

Requested amount: \$30,000.00

Recommendation: \$23,000.00

notMYkid, Inc.'s Prevention & Peer Support program addresses substance use disorders and mental health challenges in teens struggling with anxiety, depression, trauma, social media stress, self-esteem issues, THC addiction, academic challenges, and unhealthy social settings. Connecting youth and families to support is vital in preventing life-threatening conditions and destruction to young lives.

41. Oakwood Creative Care, Inc. – Day Club Program for Low-Income Chandler Seniors Experiencing Physical and Cognitive Impairments

Requested amount: \$50,000.00

Recommendation: \$45,000.00

Oakwood Creative Care, Inc. The Perfect Place provides the perfect environment for older adults experiencing mild cognitive impairment, moderate dementia, Parkinson's, stroke, or other cognitive and physical impairments. The Perfect Place offers a research-based, cutting edge, person-directed care model focusing on strengths, interests, and wellness. Activities for seniors include socially, mentally, and emotionally engaging experiences specially designed for individuals experiencing dementia or Alzheimer's related disorders, ultimately delaying the loss of cognitive, physical, and social abilities.

42. One Small Step, Inc. | Clothes Cabin – One Small Step | Clothes Cabin

Requested amount: \$25,000.00

Recommendation: \$25,000.00

One Small Step's Clothes Cabin provides free clothing, shoes, and linens to low and no-income individuals and families who cannot afford to buy what they need. One Small Step also provides steel-toed boots to individuals who need them for employment. In addition, clients experiencing homelessness can utilize the free laundry service and may reserve a locker for personal items for up to six months.

43. Phoenix Gospel Mission, Inc. dba Phoenix Rescue Mission – Homeless and Outreach Navigation Program

Requested amount: \$85,958.00

Recommendation: \$-0-

Phoenix Rescue Mission, Inc. dba Phoenix Rescue Mission proposes to serve people experiencing unsheltered homelessness in Chandler through street outreach and case management services.

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44. Pups And Warriors Side by Side (P.A.W.S.S.) – P.A.W.S.S. (Pups And Warriors Side by Side) Service Dog Training

Requested amount: \$45,000.00

Recommendation: \$10,000.00

Pups And Warriors Side by Side (P.A.W.S.S) Service Dog Training assists Veterans in coping with trauma and adversity through service animal training and certification. Classes are led by Certified Animal Behaviorists; however, the Veteran trains the animal to build rapport and emotional bonding. This method is evidence-based and helps to achieve recovery and healing that lasts.

45. Read On Chandler – Story School

Requested amount: \$52,000.00

Recommendation: \$15,000.00

Read On Chandler works to create social change in our community by promoting early literacy and education through a strength-based and two-generation approach that builds the skills of our youngest children while also building the agency and connections between families, caregivers, and educators. Read on Chandler will build community together in-person in inclusive learning spaces where children have the chance to interact with other children their age and families have the opportunity to connect with each other and have access to other important resources.

46. Recovery Cafe Arizona – Recovery Cafe Arizona Capacity Grant

Requested amount: \$70,000.00

Recommendation: \$-0-

*Recovery Café funded through Opioid Settlement Funds in the amount of \$50,000

Recovery Café Arizona helps meet a gap in care for those who suffer with addiction and trauma with an emphasis on decreasing recidivism. Additionally, Recovery Café participants work with and a coach and other individuals on rebuilding their lives with wrap around services, education, life skills, healthy living and healthy relationships.

47. Recreation and Athletics for Individuals with Disabilities (RAD) – Payment Assistance for Individuals with Disabilities (PAID)

Requested amount: \$36,000.00

Recommendation: \$15,000.00

Recreation and Athletics Payment Assistance for Individuals with Disabilities assists with registration fees and uniforms for low-income individuals with disabilities to allow them to participate in therapeutic sports offered by the City of Chandler's Parks and Recreation Division.

**Attachment B - Fiscal Year 2024-2025
General Fund Program Descriptions
Final Recommendations**

48. Resurrection Street Ministry, Inc. – Driving Our Chandler Veterans 2024

Requested amount: \$10,000.00

Recommendation: \$10,000.00

Resurrection Street Ministry, Inc.'s Driving Our Veterans is a transportation program for Veterans living in Chandler needing non-emergency rides to and from VA medical facilities or other critical appointments. All rides are provided free of charge to the Veterans by Resurrection Street Ministry's volunteer drivers.

49. Resurrection Street Ministry, Inc. – Feeding Our Chandler Neighbors 2024

Requested amount: \$75,000.00

Recommendation: \$30,000.00

Resurrection Street Ministry, Inc.'s Feeding Our Chandler Neighbors program provides nutritional food boxes and other services, such as clothing and home necessity needs, to food insecure individuals and families living in Chandler. Distributions are conducted at eight to ten sites throughout the city each month. Resurrection Street Ministry also provides food to small nonprofit organizations in Chandler that do not have the ability to pick up nutritional perishable foods with proper equipment (refrigerated trucks) or to store food until it is distributed.

50. Resurrection Street Ministry, Inc. – Furnishings For Housing Stability

Requested amount: \$50,000.00

Recommendation: \$-0-

Resurrection Street Ministry, Inc. will accept referrals from City of Chandler Community Navigation and Housing Stability staff for furnishings and household items for program participants upon move-in to housing. Items may include beds, couches, kitchenware, microwaves, and dishware.

51. Save the Family Foundation of Arizona - Rapid Rehousing for Chandler Families

Requested amount: \$120,155.00

Recommendation: \$120,000.00

Save the Family Foundation (STF) will provide Rapid Rehousing (RRH) to Chandler households experiencing homelessness. Services will include case management, supportive services, and short to medium term rent and utility subsidies paid directly to landlords and service providers on behalf of newly housed Chandler residents. Additionally, the Career Services team will identify and eliminate immediate barriers to client employment such as lack of transportation to interviews, missing certifications or clearances, insufficient skills, or inadequate clothing and equipment.

**Attachment B - Fiscal Year 2024-2025
General Fund Program Descriptions
Final Recommendations**

52. Semicolon Society – Semicolon Society Community Hope Project

Requested amount: \$15,000.00

Recommendation: \$15,000.00

Semicolon Society Community Outreach project provides Chandler youth, parents and community with mental health education as a means of suicide prevention, understanding and meaningful action.

53. St Joseph the Worker – Employment Without Barriers Program

Requested amount: \$20,000.00

Recommendation: \$10,000.00

St. Joseph the Worker (SJW) will promote self-sufficiency and build a healthy community by providing Chandler residents who secure employment with the necessary resources to show up on their first day of work ready to succeed. Resources include transportation assistance, a uniform, and shoes.

54. The Salvation Army, A California Corporation – Chandler Corps Client Choice Food Pantry

Requested amount: \$20,000.00

Recommendation: \$20,000.00

Salvation Army's Client Choice Food Pantry provides food security while allowing clients to select their own food. Clients are issued points to shop at the pantry based on the size of their household. Food items are assigned a point value, with healthier items having a lower point value to encourage positive food choices. Food choice allows clients to meet dietary restrictions and preferences and choose foods they can use and prepare at home.

55. The Salvation Army, A California Corporation – Housing Stability Assistance

Requested amount: \$60,000.00

Recommendation: \$50,000.00

The Salvation Army Chandler Corps Housing Stability Assistance program offers rent, utility, or other housing-based financial assistance to prevent Chandler residents from losing their home. The program targets low- and moderate-income Chandler households with children, who are faced with an unforeseen financial crisis.

**Attachment B - Fiscal Year 2024-2025
General Fund Program Descriptions
Final Recommendations**

56. United Food Bank – The Emergency Food Assistance Program Chandler

Requested amount: \$10,000.00

Recommendation: \$10,000.00

United Food Bank's Emergency and Supplemental Food Assistance in Chandler Program collects, stores, and distributes bulk food to 150 agencies, including 12 Chandler nonprofits, that distribute emergency food boxes to those in need.

57. Valley of the Sun YMCA – Chandler Family YMCA Chandler i-Learn Program

Requested amount: \$20,000.00

Recommendation: \$20,000.00

Valley of the Sun YMCA's iLearn Program is an alternative education program for secondary education students. iLearn students earn the credits necessary to earn their high school diploma and tools and exposure to become successful in their next stage of life. Programming includes job training and certifications, field trips to community college and/or technical institutions, and other support to ensure students can access these programs after high school.



City Council Memorandum Police Memo No. 24-044

Date: June 24, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Bryan Chapman, Police Chief
From: Melanie Smith, Senior Management Analyst
Subject: Resolution No. 5822 East Valley Critical Incident Response Team
Intergovernmental Agreement

Proposed Motion:

Move City Council pass and adopt Resolution No. 5822 approving an Intergovernmental Agreement among the City of Chandler, City of Apache Junction, Town of Gilbert, City of Mesa, Town of Paradise Valley, Town of Queen Creek, City of Scottsdale, and City of Tempe to provide mutual aid for critical force incidents as part of the East Valley Critical Incident Response Team (EVCIRT).

Background/Discussion:

House Bill 2650 mandates that by July 1, 2025, all law enforcement agencies in the state must have one of the following groups perform criminal investigations of critical force incidents: the Arizona Department of Public Safety Major Incident Division, a regional law enforcement task force, or another law enforcement agency. Therefore, any critical force incident occurring within a specific jurisdiction must be reviewed by an outside group from another jurisdiction to ensure impartiality and thoroughness.

A critical force incident is defined as one in which a first responder is directly involved in a shooting or an in-custody death. Additionally, investigative agencies may activate the protocol for incidents involving serious physical injury, driving incidents, or other situations where it is determined that a first responder may have violated State law.

The EVCIRT, comprising the City of Chandler, City of Apache Junction, Town of

Gilbert, City of Mesa, Town of Paradise Valley, Town of Queen Creek, City of Scottsdale, and City of Tempe, will benefit from this agreement by enhancing the investigation of criminally investigated critical incidents. EVCIRT aims to work cooperatively to provide mutual aid, ensuring independent, consistent, and thorough criminal investigations in line with applicable laws, policies, and the terms of this Agreement.

Financial Implications:

The City of Chandler Police Department will bear all costs associated with implementing this Agreement and conducting critical force incident investigations, including on-call and overtime compensation. No EVCIRT agency will charge or demand payment from another EVCIRT agency for work performed under this Agreement.

Attachments

Resolution 5822
EVCIRT IGA

RESOLUTION NO. 5822

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CHANDLER, CITY OF APACHE JUNCTION, TOWN OF GILBERT, CITY OF MESA, TOWN OF PARADISE VALLEY, TOWN OF QUEEN CREEK, CITY OF SCOTTSDALE, AND CITY OF TEMPE TO PROVIDE MUTUAL AID FOR CRITICAL FORCE INCIDENTS AS PART OF THE EAST VALLEY CRITICAL INCIDENT RESPONSE TEAM.

WHEREAS, the City of Chandler, City of Apache Junction, Town of Gilbert, City of Mesa, Town of Paradise Valley, Town of Queen Creek, City of Scottsdale, and City of Tempe (hereinafter “the Parties”) have a need for cooperative law enforcement to provide mutual aid to perform the criminal investigation of critical force incidents, which occur in the agencies’ jurisdictions as participants of the East Valley Critical Incident Response Team; and

WHEREAS, it is to the mutual benefit of the City of Chandler and the Parties that they enter into such an Agreement for the enhancement of investigations of criminally investigated Critical Incidents.

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

- Section 1. Approving the Intergovernmental Agreement between the Parties for the East Valley Critical Incident Response Team.
- Section 2. Authorizing the Mayor to execute the Intergovernmental Agreement on behalf of the City of Chandler.
- Section 3. Authorizing City staff to perform all acts necessary to give effect to this Resolution and comply with the terms of the Intergovernmental Agreement.

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

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5822 was duly passed and adopted by the City Council of Chandler, Arizona, at a regular meeting held on the _____ day of June, 2024.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY EPW

**INTERGOVERNMENTAL AGREEMENT
FOR THE EAST VALLEY CRITICAL INCIDENT RESPONSE TEAM**

This Intergovernmental Agreement (“**Agreement**”) is entered into this _____ day of _____, 2024, by and between the City of Apache Junction (“**Apache Junction**”), City of Chandler (“**Chandler**”), Town of Gilbert (“**Gilbert**”), City of Mesa (“**Mesa**”), Town of Paradise Valley (“**Paradise Valley**”), Town of Queen Creek (“**Queen Creek**”), City of Scottsdale (“**Scottsdale**”), and the City of Tempe (“**Tempe**”), all to be referred to herein individually as “**Party**” and collectively as “**Parties**”.

RECITALS:

- A) The Parties are authorized to enter into this Agreement pursuant to Arizona Revised Statutes (“**A.R.S.**”) §§ 11-951, *et seq.* and 13-3872.
- B) The Parties are located in geographical proximity to one another (“**East Valley**”) and share similar public safety responsibilities with respect to criminally investigating Critical Incidents.
- C) A.R.S. § 41-1762 allows the creation and operation of a regional law enforcement task force comprised of personnel from multiple police agencies in the East Valley (“**East Valley Critical Incident Response Team**” or “**EVCIRT**”) to provide mutual aid to perform the criminal investigation of critical force incidents, as defined therein, which occur in the agencies’ jurisdictions (“**Critical Force Incident**”).
- D) The Parties desire to create a regional task force as prescribed in A.R.S. § 41-1762 to perform independent, consistent and thorough criminal investigations of Critical Force Incidents and, at the written request of a Party’s Chief of Police, investigate a criminal allegation against a peace officer employed by such Party.
- E) The Parties desire to work in cooperation with one another by providing mutual aid to further the public interests served by independent, consistent, and thorough criminal investigations, pursuant to applicable laws, policies, and the terms of this Agreement.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual promises and undertakings contained herein, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to create the EVCIRT for the criminal investigation of Critical Force Incidents within the Parties’ jurisdictions pursuant to A.R.S. § 41-1762, and

to create a framework for the operation of the EVCIRT.

2. **LEADERSHIP GROUP**

The Parties shall establish a working group consisting of one commander or assistant chief designated by each Party ("**Leadership Group**") to oversee the operations of the EVCIRT. The Leadership Group, by majority vote, shall select a Chairperson of the Leadership Group. The Chairperson shall designate a scribe, who may or may not be a member of the Leadership Group, to take notes of all meetings. The Leadership Group shall create policies and procedures for the EVCIRT. The Leadership Group may create additional working groups to help support the Leadership Group's oversight of the EVCIRT. Any additional group created by the Leadership Group shall be administered in accordance with the EVCIRT's policies and procedures.

3. **AUTHORITY**

The Parties shall be authorized to perform criminal investigations of Critical Force Incidents within each Party's jurisdiction in accordance with the EVCIRT's policies and procedures. Pursuant to A.R.S. § 13-3872, a peace officer acting within the jurisdiction of another Party pursuant to this Agreement shall have full authority to act as a peace officer to the same extent as if they were a duly appointed, qualified and acting peace officer of such Party.

If any Native American tribe becomes a party to this Agreement requests EVCIRT assistance, all assisting EVCIRT peace officers shall be granted tribal peace officer authority as necessary within the applicable tribal jurisdiction.

4. **TERM**

This Agreement will become effective upon execution by the Parties hereto and shall remain in effect until July 1, 2034, unless otherwise terminated or renewed as provided herein. Failure by one (1) or more Parties to execute the Agreement shall not invalidate the Agreement as to those Parties who did so execute. The term of this Agreement will automatically renew for all Parties to the Agreement (unless a Party has withdrawn from participation in the Agreement prior to the effective date of the renewal, pursuant to Section 6) under the same terms and conditions and automatically renew for a two (2) periods of five (5) years, including any amendments in effect at the time of renewal.

5. **WITHDRAWAL**

Any Party may withdraw from this Agreement, with or without cause, by giving thirty (30) calendar days written notice to the other Parties. Withdrawal from this Agreement by a Party shall not affect the terms of this Agreement as it pertains to the other Parties. The effect of a withdrawal on the EVCIRT, including any then-active Critical Force Incident investigations involving the withdrawing Party, shall be set forth in the EVCIRT's policies and procedures.

6. **ADDITIONAL PARTIES**

Upon invitation by the Leadership Group, a county, political subdivision of the State of Arizona, or federally recognized Indian tribe may become a Party to this Agreement through the approval of this Agreement by its governing body, in accordance with A.R.S. § 11-951 *et seq.*, and in accordance with EVCIRT's policies and procedures. The addition of any Party after this Agreement becomes effective shall not affect the terms of this Agreement as it pertains to the other Parties.

7. **COSTS AND REIMBURSEMENT**

Each Party will be responsible for any and all associated costs incurred by their respective agency in implementing this Agreement and the conduct of Critical Force Incident investigations, including: employee salaries; shift differential pay; overtime compensation; benefits; vehicles; and equipment. In no event will any Party charge or demand payment from any other Party for work performed pursuant to this Agreement. Notwithstanding any Party's law, policies, or procedures, the Leadership Group, through the EVCIRT's policies and procedures, may grant Parties the permission to apply for grant funds designated for or on behalf of the EVCIRT. The distribution of any grant funds received for the EVCIRT shall be controlled by the terms of the grant, if any, and handled in accordance with the EVCIRT's policies and procedures, which may include the reimbursement of costs related to the EVCIRT for a Party or the Parties.

8. **DISPUTE RESOLUTION**

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties will use reasonable efforts to settle the dispute, claim, question, or disagreement. To this end, the Parties will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to all Parties. The Parties acknowledge that disputes arising from this Agreement may be subject to non-binding arbitration in accordance with applicable state law and court rules.

9. **INDEMNIFICATION**

To the extent permitted by law, each Party (as "**Indemnitor**") agrees to indemnify, defend, and hold harmless the other Parties (as "**Indemnitee**"), its departments, agencies, elected officials, officers, officials, agents, employees, or volunteers from and against any and all third party claims, losses, liabilities, costs, or expenses (including reasonable attorneys' fees, experts' fees, and court costs associated) (hereinafter collectively referred to as a "**Claim(s)**") arising out of actions taken in the performance of this Agreement, to the extent that such Claims are directly caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its departments, agencies, elected officials, officers, officials, agents, employees, or volunteers. If a third-party Claim becomes subject to the duty to indemnify, defend, and hold harmless set forth in this Section, then the Indemnitee agrees

to cooperate with the Indemnitor in the defense of the Claim, at the Indemnitor's sole cost and expense, but only to the extent that such Claim is not related to an independent Claim of the third-party against the Indemnatee that is not subject to this Section. The terms and conditions of this Section 9 shall survive the expiration or earlier termination of this Agreement.

10. GOVERNING LAW AND VENUE

This Agreement is governed by the laws of the State of Arizona without regard to any conflict of laws principles. Any proceeding arising out of or relating to this Agreement or any actions to interpret, enforce, or construe any provision of this Agreement will be conducted in the Superior Court of the State of Arizona, in and for the County of Maricopa. Each Party consents to such jurisdiction and waives any objection it may have to venue or convenience of forum.

11. WAIVERS

The failure of any Party to insist in any one or more instances on performance of any of the terms or conditions of this Agreement, or to exercise any right or privilege contained herein, shall not be considered as thereafter waiving such terms, conditions, rights, or privileges, which shall remain in full force and effect.

12. NON-ASSIGNMENT

No Party shall assign its interest, rights, or obligations in this Agreement, in whole or in part, without the prior written consent of the other Parties. No Party shall assign any monies due or to become due to it, hereunder, without the prior written consent of the other Parties.

13. ENTIRE AGREEMENT; AMENDMENTS; COUNTERPARTS

This Agreement, including the Recitals (which are incorporated into this Agreement by this reference), represents the entire understanding between the Parties and supersedes all prior negotiations, representations, or agreements, either expressed or implied, written or oral. It is mutually understood and agreed that no modification or amendment of the terms and conditions of this Agreement will be valid or binding upon the Parties, unless made in writing and signed by the Parties. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Electronically transmitted and imaged copy signatures will be fully binding and effective for all purposes.

14. RELATIONSHIP OF THE PARTIES

Each Party shall act in its individual capacity and not as an agent, employee, partner, joint venture, associate, or any other representative capacity of the other Party. Each Party shall be solely and entirely responsible for its acts or the acts of its agents and employees during the performance of this Agreement. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, of any other Party not expressly

set forth herein. This Agreement shall be strictly construed against the creation of a duty or responsibility, unless the intention to do so is clearly and unambiguously set forth herein. No Party shall be liable for any debts, accounts, obligations, or other liabilities, whatsoever, of any other Party, including the other Party's obligation to withhold social security and income taxes for itself or any of its employees.

15. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is intended to create duties or obligations to or rights in third parties who are not a party to this Agreement, or affect the legal liability of any Party to the Agreement by imposing any standard of care different from the standard of care imposed by law.

16. SEVERABILITY

If any part, term, or provision of this Agreement is held unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

17. CONFLICTS OF INTEREST

The provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.

18. WORKERS' COMPENSATION

Pursuant to A.R.S. § 23-1022(D), only for the purposes of workers' compensation coverage, employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The primary employer shall be solely liable for payment of workers' compensation benefits. To the extent applicable by law, each Party shall comply with the notice of A.R.S. § 23-1022(E).

19. NON-DISCRIMINATION

To the extent applicable by law, the Parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Order 2009-09 and any other federal, state, or local laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act. In the performance of this contract, no Party shall discriminate against any employee, client, or any other individual on the basis of race, color, ethnicity, national origin, age, disability, religion, sex, sexual orientation, gender identity, veteran's status, marital status, familial status, or genetic information.

20. NOTICES

All official notices required or permitted under this Agreement to be given to a Party will be in writing and will be given by personal delivery against receipt (including private courier such as FedEx), or certified U.S. Mail, return receipt requested. All notices will be sent to the addresses below or such other addresses as the Parties may specify in the same

manner. Notices will be deemed to have been given and received on the date of actual receipt or on the date receipt was refused. Addresses are as follows:

For Mesa: Chief of Police
P.O. Box 1466
Mesa, Arizona 85211

With a copy to: Mesa City Attorney
20 E Main St
Mesa, Arizona 85201

For Gilbert: Chief of Police
75 E Civic Center Dr
Gilbert, Arizona 85296

With a copy to: Gilbert Public Safety Legal Advisor
75 E Civic Center Drive
Gilbert, Arizona 85296

For Chandler: Chief of Police
250 E Chicago St
Chandler, Arizona 85225

With a copy to: Chandler City Attorney
250 E Chicago St
Chandler, Arizona 85225

For Tempe: Chief of Police
120 E 5th St
Tempe, Arizona 85281

With a copy to: Tempe City Attorney
21 E 6th St
Tempe, Arizona 85281

For Scottsdale: Chief of Police
3700 N 75th St
Scottsdale, Arizona 85251

With a copy to: Scottsdale City Attorney
3939 N Drinkwater Blvd
Scottsdale, Arizona 85251

For Queen Creek: Chief of Police
20727 Civic Pkwy
Queen Creek, Arizona 85142

With a copy to: Queen Creek Town Attorney
22358 S Ellsworth Rd
Queen Creek, Arizona 85142

For Paradise Valley: Chief of Police
6433 E Lincoln Dr
Paradise Valley, Arizona 85253

With a copy to: Paradise Valley Town Attorney
6401 E Lincoln Dr
Paradise Valley, Arizona 85253

For Apache Junction: Chief of Police
1001 N Idaho Rd
Apache Junction, Arizona 85119

With a copy to: Apache Junction City Attorney
1001 N Idaho Rd
Apache Junction, Arizona 85219

21. APPLICABLE LAWS

Any provision required by law to be in this Agreement is part of this Agreement as if fully stated.

22. NO LIMITATION

Nothing within this Agreement shall be construed to limit the ability of the Parties to provide, or as otherwise allowed for by law, assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime, or matter under consideration.

(SIGNATURES ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the respective dates entered below.

CITY OF CHANDLER, an Arizona municipal corporation

By: _____
Mayor

ATTEST:

City Clerk

In accordance with A.R.S. § 11-952, this contract has been reviewed by the undersigned who have determined that this contract is in appropriate form and within the powers and authority granted to the aforementioned municipality, without any representation as to the power or authority of any other Party.

City Attorney *EPW*
City of Chandler

**City Council Memorandum Police Memo No. N/A**

Date: June 24, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Tadd Wille, Assistant City Manager
Bryan Chapman, Police Chief
From: Carole Speranza, Police Operations Manager
Subject: Purchase of Furniture

Proposed Motion:

Move City Council approve the purchase of furniture, for the Chandler Police Department Computer Crimes Unit, utilizing the State of Arizona Contract No. CTR067414, with Wist Business Supplies & Equipment, in an amount not to exceed \$118,798.94.

Background/Discussion:

The Computer Crimes Detective Unit within the Chandler Police Department (CPD) is responsible for investigating internet-related crimes, including Internet Crimes Against Children (ICAC), Child Sexual Abuse Material (CSAM), and network intrusions. Additionally, the Unit conducts computer forensic investigations, examining computers, digital storage media, and cell phones to identify and seize evidence.

The Unit currently consists of 10 full-time investigators (nine sworn and one civilian), a sergeant, and two new part-time temporary investigators. These temporary part-time investigators were approved as part of the \$2.25 million awarded to the CPD by the Arizona State Legislature under Senate Bill 1720. The Council authorized the acceptance of these funds via Resolution No. 5740, approved on September 21, 2023.

As authorized by the City Council in Resolution No. 5740, the CPD plans to hire temporary, part-time employees to assist in clearing cases in high-trauma areas

such as ICAC, human trafficking, cold case sex crimes, homicides, and latent prints. Senate Bill 1720 funding is also designated for a pepper ball pilot program, new technology, and officer wellness.

To accommodate the expanded team and create an optimal and efficient workspace, a reconfiguration of the Computer Crimes Detective Unit office area and purchase of furniture is necessary.

Evaluation:

The State of Arizona competitively solicited and awarded a contract for statewide furniture, products and related services. The City has a current agreement with the State of Arizona allowing for the cooperative usage of the State's contracts. Staff recommend the cooperative use of this contract because it offers significant discounts.

Financial Implications:

The CPD's plan for the \$2.25 million awarded by the Arizona State Legislature under Senate Bill 1720 included designating \$250,000 for a Video Management System and \$1,000,000 for Temporary Part-time Investigators. CPD procured a Video Management System for \$197,439, generating savings of \$52,561. CPD will use these savings and reallocate \$66,238 from the \$1,000,000 designated for Temporary Part-time Investigators to fund the furniture purchase.

Fiscal Impact

Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
101.2030.5360.5P2M.000000	General Fund	N/A	\$118,798.94	N



City Council Memorandum Public Works & Utilities Memo No. RE24-105

Date: June 24, 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: Stephen Shea, Real Estate Program Coordinator
Subject: Final Adoption of Ordinance No. 5100 Authorizing a Contract and Grant of Easement with the United States of America for Irrigation Facilities Located at the Northwest Corner of Dobson Road and Pecos Road

Proposed Motion:

Move City Council adopt Ordinance No. 5100 authorizing the City of Chandler to enter into a Contract and Grant of Easement with the United States of America for irrigation facilities located at the northwest corner of Dobson Road and Pecos Road in consideration for payment of the market value of the property from CRP/Sparrow Chandler Owner, LLC.

Background:

The city has been working with developer CRP/Sparrow Chandler Owner, LLC ("Sparrow"), for several years on the development of their project located at the northwest corner of Dobson and Pecos roads. During this time, Sparrow learned that the United States Bureau of Reclamation ("United States") owns irrigation facilities along the north side of Pecos Road, and in order to complete their project and receive a final certificate of occupancy, Sparrow would need to relocate the irrigation facilities as well as complete off-site improvements to Pecos Road.

In order to finalize this process, the United States is asking the city to enter into a Contract and Grant of Easement ("Contract") providing for the relocation of the irrigation facilities and granting an easement over approximately 838 square feet of city land to the United States. The Contract also provides for the exchange

of some of the existing United States land to the adjacent property owner. Sparrow has agreed to pay the city the market value of the property as consideration for granting the easement to the United States in order to facilitate their development. This amount is based upon the estimated market value of the city's property.

The city is withholding delivery of the final certificate of occupancy to Sparrow pending completion of off-site improvements by Sparrow pursuant to a deferral agreement entered into by Sparrow and the city in 2023. The easement granted by this ordinance will allow Sparrow to commence construction of its off-site improvements to Pecos Road, which were delayed because of the need to get approval from the United States Bureau of Reclamation.

Staff has reviewed and approved the contract, easement, property valuation, and legal descriptions.

This Ordinance was introduced and tentatively adopted on June 13, 2024.

Financial Implications:

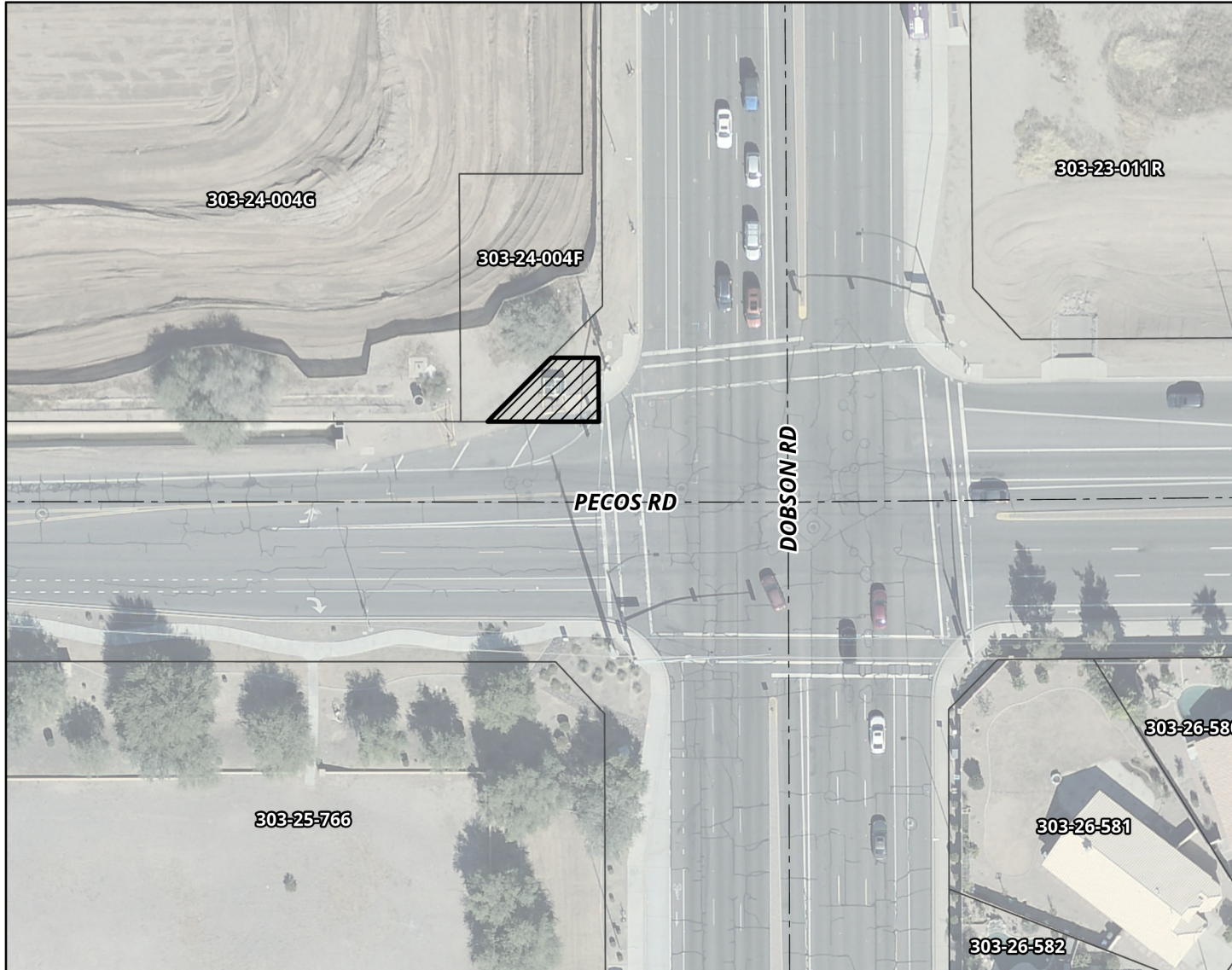
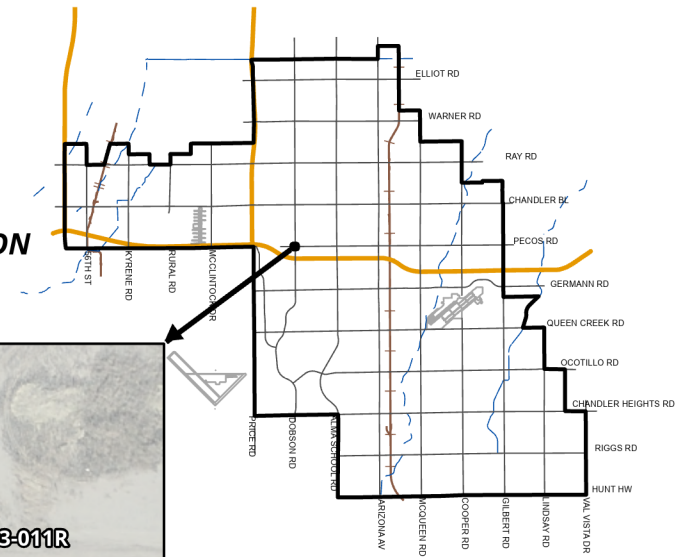
The city will receive payment for the easement area based upon market value of the property.

Attachments

Location Map
Ordinance No. 5100
Exhibit B - Contract



**ORDINANCE NO. 5100 AUTHORIZING THE CITY OF CHANDLER ("CITY")
TO ENTER INTO A CONTRACT AND GRANT OF EASEMENT ("CONTRACT")
WITH THE UNITED STATES DEPARTMENT OF THE INTERIOR AND
BUREAU OF RECLAMATION ("UNITED STATES") WHEREIN THE CITY SHALL
GRANT AN EASEMENT FOR IRRIGATION FACILITIES TO THE UNITED STATES
ON APPROXIMATELY 838 SQUARE FEET OF LAND LOCATED AT THE
NORTHWEST CORNER OF DOBSON ROAD AND PECOS ROAD IN CONSIDERATION
FOR PAYMENT OF THE MARKET VALUE FOR THE PROPERTY BY
CRP/SPARROW CHANDLER OWNER, LLC, TO THE CITY OF CHANDLER**



MEMO NO. RE24-105

ORDINANCE NO. 5100

 IRRIGATION EASEMENT

ORDINANCE NO. 5100

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA AUTHORIZING THE CITY OF CHANDLER TO ENTER INTO A CONTRACT AND GRANT OF EASEMENT WITH THE UNITED STATES OF AMERICA WHEREIN THE CITY WILL GRANT AN EASEMENT FOR IRRIGATION FACILITIES ON LAND LOCATED AT THE NORTHWEST CORNER OF DOBSON ROAD AND PECOS ROAD IN CONSIDERATION FOR PAYMENT OF THE MARKET VALUE OF THE PROPERTY FROM CRP/SPARROW CHANDLER OWNER, LLC.

WHEREAS, CRP/Sparrow Chandler Owner, LLC, a Delaware limited liability company (“Sparrow”) is developing an apartment project at the northwest corner of Dobson and Pecos roads; and

WHEREAS, in order to accommodate the development and satisfy the deferral agreement entered into between Sparrow and the City in 2023, it is necessary for Sparrow to relocate a portion of existing irrigation facilities that are owned by the United States Department of the Interior, Bureau of Reclamation (“United States”) onto approximately 838 square feet of land owned by the City at the northwest corner of Dobson and Pecos roads (the “Property”); and

WHEREAS, the City is willing to enter into a Contract and Grant of Easement (“Contract”) with the United States for this purpose; and

WHEREAS, in consideration for the City granting the easement to the United States, Sparrow will pay the City market value of the easement on the Property.

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 for Sparrow’s payment of market value for the easement on the Property, authorizes and approves entering into the Contract with the United States granting an easement 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 Contract shall be in a form approved by the City Attorney and substantially as attached hereto as Exhibit “B.”
- Section 3. That the Mayor of the City of Chandler, Arizona, is hereby authorized to execute the Contract and this Ordinance and the City Manager, or designee, is authorized to execute all other documents necessary or appropriate to carry out the purposes of this Ordinance on behalf of the City.

INTRODUCED AND TENTATIVELY APPROVED by the City Council of the City of Chandler, Arizona, this ____ day of _____ 2024.

ATTEST:

CITY CLERK

MAYOR

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

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Ordinance No. 5100 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2024, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

DMG
Published in the Arizona Republic on:

EXHIBIT "A"
Legal Description

EXHIBIT "A"
DESCRIPTION OF REAL ESTATE IN
MARICOPA COUNTY, STATE OF ARIZONA

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THIRTY-ONE (31), TOWNSHIP ONE (1) SOUTH, RANGE FIVE (5) EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION THIRTY-ONE (31), FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION THIRTY-ONE (31) BEARS NORTH 89 DEGREES 57 MINUTES 33 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4), A DISTANCE OF 2644.12 FEET;

THENCE NORTH 89 DEGREES 57 MINUTES 33 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SE 1/4), A DISTANCE OF 76.99 FEET;

THENCE NORTH 00 DEGREES 02 MINUTES 27 SECONDS EAST, A DISTANCE OF 33.00 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 89 DEGREES 57 MINUTES 33 SECONDS WEST, A DISTANCE OF 45.26 FEET;

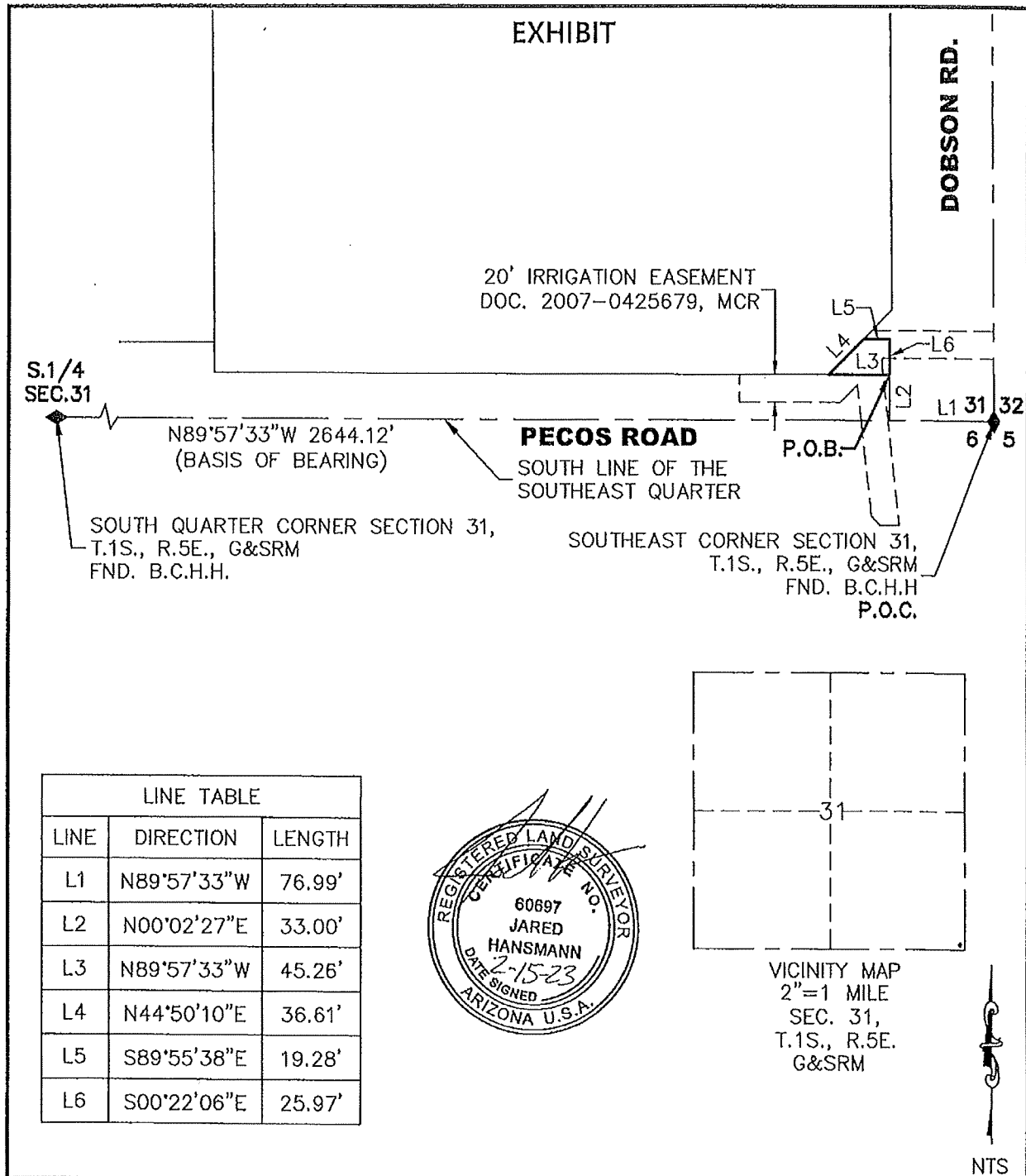
THENCE NORTH 44 DEGREES 50 MINUTES 10 SECONDS EAST, A DISTANCE OF 36.61 FEET;

THENCE SOUTH 89 DEGREES 55 MINUTES 38 SECONDS EAST, A DISTANCE OF 19.28 FEET;

THENCE SOUTH 00 DEGREES 22 MINUTES 06 SECONDS EAST, A DISTANCE OF 25.97 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL OF LAND CONTAINS 838 SQUARE FEET OR 0.02 ACRE, MORE OR LESS.





RICK
ENGINEERING COMPANY

22425 N 16TH STREET SUITE #1
PHOENIX, AZ 85024
480.922.0780

rickengineering.com

San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver

**PROPOSED USA EASEMENT
CITY OF CHANDLER**

DRAWING: RW ESMT R2.DWG

JOB#	P5685	SCALE:	NTS	SHT:	1 OF 1
DRAFTER:	DSR	CHK:	JH	DATE:	2/15/23

EXHIBIT "B"
Contract and Grant of Easement

Contract No. 24-LE-32-4389
Case No. 22-029

Exempt per A.R.S. § 11-1134 A.3.

ORIGINAL
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

SALT RIVER PROJECT

CONTRACT AND GRANT OF EASEMENT

THIS CONTRACT AND GRANT OF EASEMENT, made this _____ day of _____, _____, pursuant to the Reclamation Act of June 17, 1902 (32 Stat. 388), the Reclamation Project Act of 1939 (53 Stat. 1187), and all acts amendatory thereof or supplementary thereto, between the **UNITED STATES OF AMERICA**, hereinafter referred to as "United States," and the **City of Chandler, an Arizona municipal corporation**, hereinafter referred to as "Grantor."

WITNESSETH:

That the Salt River Project Agricultural Improvement and Power District (SRP), an agricultural improvement district organized and existing under the laws of the State of Arizona, intends to

relocate a portion of a federal irrigation facility acquired for a project purpose to a piped irrigation facility at a new location; and,

WHEREAS, the United States owns a real property interest along the existing irrigation facility, and Grantor owns the fee title to the real property onto which the irrigation facility will be relocated; and,

WHEREAS, Grantor intends to grant to the United States and its assigns that certain real property interest needed for the relocated facility, in exchange for the United States' release of that portion of its existing real property interest no longer needed for project purposes, and for the purpose of benefitting future development of the real property; and,

WHEREAS, the United States will release its interest, if any, in and to the real property interest no longer needed by Contract No. 24-LE-32-4391 to **CRP/Sparrow Chandler Owner, LLC, a Delaware limited liability company**, and all other owners of record of the underlying fee title.

NOW THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the parties agree to the following grant and mutual covenants:

1. Grantor does hereby grant, with general warranty of title, unto the United States of America and its assigns a perpetual easement to construct, reconstruct, operate and maintain certain water distribution system pipelines, as part of the Salt River Project water distribution system, and such structures, installations and facilities used in the construction, reconstruction, operation and

maintenance of said water distribution system, across certain land situated in the County of Maricopa, State of Arizona, and more fully described in Exhibit "A" attached hereto and by this reference made part hereof.

2. The grant of easement herein contained shall include the perpetual right of ingress and egress over said premises to construct, reconstruct, operate, maintain, enlarge, improve, relocate, remove, repair and renew said water distribution system, together with the present and future right to clear said right-of-way to the extent deemed necessary by the United States to protect the rights and privileges herein granted.

3. The United States, its successors and assigns, may hold such easement forever for all purposes consistent with the water distribution feature of Salt River Project, or any changes, or additions or modifications that may hereafter be made therein, and the United States, its successors and assigns, will have the perpetual right to take and use materials, as well as all of the rights incident to such water distribution feature, or any changes, additions, or modifications thereof over, upon or across said right-of-way described in Exhibit "A".

4. The Grantor hereby ratifies and affirms the right of the United States, its permittees, successors or assigns, to construct, reconstruct, operate, maintain, enlarge, improve, relocate, remove, repair and renew, together with the right of access thereto for such purposes, at any time and from time to time, a water conduit and related facilities, consisting of one or more canals, pipelines, laterals, markers, air valves, manholes, valves, meters, surge control devices, buried communication conduits, and all other fixtures, devices and appurtenances related thereto, and to

conduct all related activities in, on, under, and across the land described in Exhibit "A" under the following conditions:

(a) The United States shall have the right to use the subject land for ingress and egress at any time without prior notice, together with the right to use existing or future roadways, lanes and rights-of-way on Grantor's property adjacent thereto, as may be convenient and necessary for the purposes of exercising the rights herein granted. The United States may, at any time, install and/or use gates in any fences which are now or may hereafter be constructed and to trim, cut and clear away trees or brush whenever, in its judgment, the same shall be necessary for the convenient and safe exercise of the rights hereby granted, on said lands described in Exhibit "A", or on such adjoining lands for the purpose of exercising the rights herein granted.

(b) The rights granted to, and exercised by, the United States shall be subject to all existing structures, fencing, canals, ditches, pipelines, roadways, and rights-of-way, and all future uses thereof, including but not limited to the right of the Grantor to use the lands within said parcel for agricultural and other purposes that do not directly or indirectly interfere with or endanger the exercise of the rights of the United States; PROVIDED, HOWEVER, that the Grantor shall clear and keep clear the lands described in Exhibit "A", from explosives, buildings and structures of all kinds or facilities of a permanent nature which directly or indirectly interfere or could interfere with the rights of the United States, and shall not drill any well, install swimming pools, or alter ground level by cut or fill, within the limits of said rights-of-way and the United States shall have the permanent right of exclusive use and possession within the easement.

5. The grant of easement herein contained is subject to easements and rights-of-way existing or

of record in favor of the public or third parties, and subject to any outstanding interest in any and all organic or inorganic substances in or under said land.

6. Grantor warrants that no person or agency has been employed or retained to solicit or secure this grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the Grantor for the purpose of securing business.

7. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this grant or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this grant if made with a corporation or company for its general benefit.

8. The provisions of this grant shall obligate and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the parties to this grant.

IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first
above written.

City of Chandler, an Arizona municipal corporation

By: _____

Title: _____

UNITED STATES OF AMERICA

APPROVED AS TO FORM

CITY ATTORNEY

DUG

By: _____

Alexander B. Smith
Area Manager
Phoenix Area Office
Bureau of Reclamation

Acting For

ACKNOWLEDGMENT

State of Arizona)
) ss.
County of Maricopa)

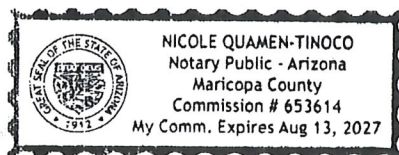
On this ____ day of _____, _____, before me,
_____, a Notary Public in and for said County and State,
personally appeared _____, _____, on behalf of
the **City of Chandler, an Arizona municipal corporation**, known to me to be the person
described in the foregoing instrument, and acknowledged to me that he/she executed the same in
the capacity therein stated and for the purpose therein contained.

Notary Public in and for
said County and State

ACKNOWLEDGMENT

State of Arizona)
) ss.
County of Maricopa)

On this 17th day of April, 2024, before me,
Nicole Quamen-Tinoco, a Notary Public in and for said County and State
personally appeared Sean Heath, Acting, Area Manager, Phoenix
Area Office, Bureau of Reclamation, Department of the Interior, **UNITED STATES OF**
AMERICA, known to me to be the person described in the foregoing instrument, and
acknowledged to me that he/she executed the same on behalf of the United States in the capacity
therein stated and for the purpose therein contained.



Nicole Quamen-Tinoco
Notary Public in and for
said County and State

EXHIBIT "A"
DESCRIPTION OF REAL ESTATE IN
MARICOPA COUNTY, STATE OF ARIZONA

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION THIRTY-ONE (31), TOWNSHIP ONE (1) SOUTH, RANGE FIVE (5) EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID PARCEL OF LAND CONTAINS 838 SQUARE FEET OR 0.02 ACRE, MORE OR LESS.



EXHIBIT

DOBSON RD.

20' IRRIGATION EASEMENT
DOC. 2007-0425679, MCR

S.1/4
SEC.31

N89°57'33"W 2644.12'
(BASIS OF BEARING)

PECOS ROAD

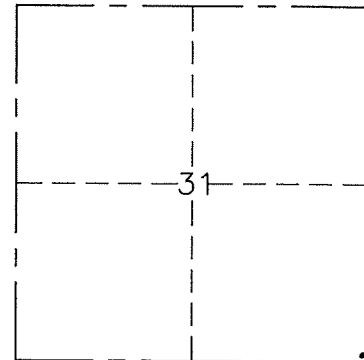
SOUTH LINE OF THE
SOUTHEAST QUARTER

SOUTH QUARTER CORNER SECTION 31,
T.1S., R.5E., G&SRM
FND. B.C.H.H.

SOUTHEAST CORNER SECTION 31,
T.1S., R.5E., G&SRM
FND. B.C.H.H.
P.O.C.

P.O.B.

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N89°57'33"W	76.99'
L2	N00°02'27"E	33.00'
L3	N89°57'33"W	45.26'
L4	N44°50'10"E	36.61'
L5	S89°55'38"E	19.28'
L6	S00°22'06"E	25.97'



VICINITY MAP
2"=1 MILE
SEC. 31,
T.1S., R.5E.
G&SRM

NTS

RICK
ENGINEERING COMPANY

22425 N 16TH STREET SUITE #1
PHOENIX, AZ 85024
480.922.0780

rickengineering.com

San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver

**PROPOSED USA EASEMENT
CITY OF CHANDLER**

DRAWING:	RW ESMT R2.DWG			
JOB#	P5685	SCALE:	NTS	SHT: 1 OF 1
DRAFTER:	DSR	CHK:	JH	DATE: 2/15/23

**City Council Memorandum Public Works & Utilities Memo No. UA24-078**

Date: June 24, 2024
To: Mayor and Council
Thru: Joshua H. Wright, City Manager
Andy Bass, Deputy City Manager
John Knudson, Public Works and Utilities Director
From: Danny Sargent, Water Systems Senior Manager
Subject: Purchase of Vacuum Excavator Truck

Proposed Motion:

Move City Council approve the purchase of an 18" Hydro-Excavator Vacuum Truck, from Haaker Equipment Company, utilizing Sourcewell Contract No.101221-VTR, in the amount of \$634,753.35

Background/Discussion:

The Water Distribution Division maintains approximately 1,240 miles of potable water mains and associated underground infrastructure throughout the city. The amount of underground infrastructure requires frequent excavation to maintain and repair these facilities. Excavating with mechanized equipment, such as a backhoe or excavator, is often not desirable due to the number of city-owned and private utilities within the right-of-way that could be damaged in the event of a main repair. This work requires the use of a contracted vacuum excavator truck (also known as as "vactor truck") service, as the city currently does not own this piece of equipment. Additionally, the Pecos Surface Water Treatment Plant (PSWTP) utilizes a contracted vactor service to clean equipment and basins throughout the year. This purchase will also offset those contractual services.

Currently, Water Distribution spends \$74,000 per year on contracted vactor truck services (four-year average). The PSWTP spends \$40,000 per year on contracted vactor truck services. Based on the average spending and factoring in operational costs, the return on investment will be approximately seven (7) years, with an estimated savings of \$440,000 over the 12-year expected lifespan of the

equipment. Additionally, service to the citizens of Chandler will be enhanced through reduced main break repair timeframes.

Evaluation:

Sourcewell competitively solicited and awarded contracts for combination sewer cleaners, water jetters, and vacuum excavators (vactor trucks). The city has current agreements allowing for the cooperative use of Sourcewell contracts. Staff recommends use of the Sourcewell contracts which is valid through November 29, 2025, for the most expeditious and competitive purchase of a vactor truck.

Financial Implications:

Funding for this contract is contingent upon City Council adopting the Fiscal Year 2024-2025 Budget.

Fiscal Impact				
Account No.	Fund Name	Program Name	Dollar Amount	CIP Funded Y/N
605.3820.6419.0000.6WA693	Water Operating	Vactor Truck	\$634,753.35	Y



City Council Memorandum City Manager's Office Memo No.

Date: June 24, 2024
To: Vice Mayor and Council
From: Mayor Kevin Hartke
Subject: Fiscal Year (FY) 2024-2025 Budget Amendments

Proposed Motion:

Move City Council approve as presented the twenty-five one-time budget amendments totaling \$340,000 and eight ongoing budget amendments totaling \$61,000 for a total of \$401,000 using Council Contingency and authorize staff to transfer appropriation from the Non-Departmental Council Contingency to the respective Departments after final adoption of the FY 2024-25 Budget and Capital Improvement Program (CIP).

Background/Discussion

The FY 2024-25 Proposed Budget includes 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. The following items have been submitted as FY 2024-25 budget and CIP amendments. Also included is a proposed motion for each amendment item that identifies the amount and specific account names and numbers to allow for individual budget amendments to be approved or changed and ensure that there is a transparent record of the budget impact of the amendment. It is not necessary to include the account numbers when reading the motions, should they be approved individually.

Proposed Budget Amendments by Department:

Community Services Department:

- 1) Provide one-time funding of \$20,000 to the Community Services Department for a For Our Parks Clean-Up Day, where volunteers and staff focus on cleaning up City parks and ball fields. (Mayor Hartke and Councilmember Stewart)

Move to transfer \$20,000 from one-time General Fund Council Contingency (101.1290.5924) to the General Fund, Park Development and Operations cost center, Grounds/Irrigation Repairs and Maintenance account (101.4530.5420) for a For Our Parks Clean-Up Day.

2) Provide one-time funding of \$16,000 to the Community Services Department to install six Automated External Defibrillators (AED) at city parks. (Mayor Hartke, Councilmember Ellis)

Move to transfer \$16,000 from one-time General Fund Council Contingency (101.1290.5924) General Capital Projects Fund, Parks Capital cost center, Construction account, Existing Community Park Improvement/Repairs Program (401.4580.6210.0000.6PR530) for six AEDs.

3) Provide one-time funding of \$50,000 to the Community Services Department for the construction of a shade structure for the youth baseball fields at Arrowhead Meadows Park. (Councilmembers Stewart and Encinas)

Move to transfer \$50,000 from one-time General Fund Council Contingency (101.1290.5924) to the General Fund, Park Development and Operations cost center, Grounds/Irrigation Repairs and Maintenance account (101.4530.5420) for a shade structure for a shade structure for the youth baseball fields at Arrowhead Meadows Park.

4) Provide one-time funding of \$15,000 to the Community Services Department for Senior Center entertainment improvements. (Councilmembers Encinas and Ellis)

Move to transfer \$15,000 from one-time General Fund Council Contingency (101.1290.5924) the General Fund, Nature and Recreation Facilities cost center, Other Professional Services account, NRF Administrations sub-account (101.4555.5219.8PRA) for a Senior Center entertainment improvement.

5) Provide one-time funding of \$10,000 to the Community Services Department for training and program development to become a Dementia Friendly City. (Councilmembers Encinas and Ellis)

Move to transfer \$10,000 from one-time General Fund Council Contingency (101.1290.5924) to the General Fund, Nature and Recreation Facilities cost center, Other Professional Services account, NRF Administrations sub-account (101.4555.5219.8PRA) for training and program development to become a Dementia Friendly City.

6) Provide one-time funding of \$7,000 to the Community Services Department for an event on the Fall of Saigon 50th Year Commemoration highlighting Vietnamese refugees' successes in Chandler. (Mayor Hartke and Councilmember Orlando)

Move to transfer \$7,000 from one-time General Fund Council Contingency (101.1290.5924) to the General Fund, DEI cost center, Sponsorships/Donations account (101.1062.5265) for the Saigon event.

Cultural Development Department:

7) Provide one-time funding of \$15,000 to the Cultural Development Department for a Ballet Under the Stars event in partnership with the CCA and Ballet Arizona. (Councilmembers Orlando and Ellis)

Move to transfer \$15,000 from one-time General Fund Council Contingency (101.1290.5924) to the General Fund, Center for the Arts cost center, Other Professional Services account (101.1100.5219) for a Ballet Under the Stars event.

8) Provide one-time funding of \$12,000 to the Cultural Development Department for Jazz Appreciation month expansion for the continuation of programs to serve downtown and the surrounding neighborhoods. (Vice Mayor Harris and Councilmember Orlando)

Move to transfer \$12,000 from one-time General Fund Council Contingency (101.1290.5924) to the General Fund, Special Events cost center, Other Professional Services account (101.4559.5219) for Jazz Appreciation month expansion.

9) Provide one-time funding of \$7,000 to the Cultural Development Department for a Marvelosity Night at the Museum. (Mayor Hartke and Councilmember Ellis)

Move to transfer \$7,000 from one-time General Fund Council Contingency (101.1290.5924) to the General Fund, Downtown Museum cost center, Food and Events account, Events and Programs sub-account (101.4560.5312.MHEP) for Marvelosity Night at the Museum.

10) Provide one-time funding of \$30,000 to the Cultural Development Department for arts in school programming which includes a mural and other extracurricular art activities in partnership with elementary schools.

(Councilmembers Orlando, Ellis, and Poston)

Move to transfer \$30,000 from one-time General Fund Council Contingency (101.1290.5924) to the General Fund, Center for the Arts cost center, Other Professional Services account (101.1100.5219) for Arts in school programming.

11) Provide one-time funding of \$10,000 to the Cultural Development Department for a Downtown Art Walk in partnership with Downtown Chandler Community Partnership. (Councilmembers Orlando, Ellis and Poston)

Move to transfer \$10,000 from one-time General Fund Council Contingency (101.1290.5924) to the General Fund, Downtown Redevelopment cost center,

Other Professional Services account (101.1540.5219) for a downtown Art Walk.

City Manager's Department, Diversity, Equity, and Inclusion (DEI) Division:

12) Provide one-time funding of \$10,000 to the City Manager Department, DEI Division, for DEI Mini-Grant funding which allows the City to fund up to 20 programs that provide diversity education to K-12 Chandler students. (Mayor Hartke, Councilmembers Harris, Ellis, and Orlando)

Move to transfer \$10,000 from one-time General Fund Council Contingency (101.1290.5924) to the DEI cost center, Other Professional Services account (101.1062.5219) for DEI Mini-Grant funding.

13) Provide one-time funding of \$12,000 to the City Manager Department, DEI Division, for Sister Cities. This initial funding would kick-start the program and fundraising efforts, with the goal of the newly established board to create ongoing fundraising opportunities in future years. (Mayor Hartke and Councilmember Orlando)

Move to transfer \$12,000 from one-time General Fund Council Contingency (101.1290.5924) to the DEI cost center, Sponsorships/Donations account (101.1062.5265) for Sister Cities funding.

14) Provide one-time funding of \$10,000 to the City Manager Department, DEI Division, to support the International Film Festival to enhance the attendee experience. (Mayor Hartke, Vice Mayor Harris, and Councilmembers Ellis and Orlando)

Move to transfer \$10,000 from one-time General Fund Council Contingency (101.1290.5924) to the General Fund, DEI cost center, Sponsorships/Donations account (101.1062.5265) to support the International Film Festival.

15) Provide one-time funding of \$15,000 to the City Manager Department, DEI Division, for an event on or near Cesar Chavez's birthday that will educate and highlight Cesar Chavez's work and legacy. (Councilmembers Encinas and Ellis)

Move to transfer \$15,000 from one-time General Fund Council Contingency (101.1290.5924) to the General Fund, DEI cost center, Other Professional Services account (101.1062.5219) for a Cesar Chavez event.

16) Provide one-time funding of \$10,000 to the City Manager Department, DEI Division, for a Faith and Family event on or near Constitution Day. (Mayor Hartke and Councilmember Stewart)

Move to transfer \$10,000 from one-time General Fund Council Contingency (101.1290.5924) to the General Fund, DEI cost center, Sponsorships/Donations account (101.1062.5265) for a Constitution Day Faith and Family event.

17) Provide one-time funding of \$5,000 to the City Manager Department, DEI Division, for mental health resources to support community-wide programs and events geared to help children and adults who are struggling with mental health issues of depression, anxiety, suicidal thoughts, and self-harm. (Vice Mayor Harris and Councilmember Ellis)

Move to transfer \$5,000 from one-time General Fund Council Contingency (101.1290.5924) to the General Fund, DEI cost center, Sponsorships/Donation account (101.1062.5265) to support community-wide mental health programs and events.

18) Provide one-time funding of \$5,000 to the City Manager Department, DEI Division, to support activities for the Juneteenth holiday and the Ms. Juneteenth pageant. (Councilmembers Harris and Ellis)

Move to transfer \$5,000 from one-time General Fund Council Contingency (101.1290.5924) to the General Fund, DEI cost center, Sponsorships/Donation account (101.1062.5265) for Juneteenth activities.

Development Services:

19) Provide one-time funding of \$10,000 to the Development Services Departments, for a Digital Equity Access Program. (Councilmembers Poston and Orlando)

Move to transfer \$10,000 from one-time General Fund Council Contingency (101.1290.5924) to the General Fund, Development Services Admin cost center, Other Professional Services account (101.1500.5219) for Digital Equity Access Program activities.

Economic Development:

20) Provide one-time funding of \$10,000 to the Economic Development Department for Chandler Unified School District (CUSD) Student Workforce Development Initiatives. (Councilmembers Poston and Encinas)

Move to transfer \$10,000 from one-time General Fund Council Contingency (101.1290.5924) to the General Fund, Economic Development cost center, Sponsorships/Donations (101.1520.5265) for CUSD Student Workforce Development Initiatives.

Fire Department:

21) Provide one-time funding of \$21,000 to the Fire Department for the procurement of Special Event Emergency Medical Equipment. (Mayor Hartke and

Councilmember Ellis)

Move to transfer \$21,000 from one-time General Fund Council Contingency (101.1290.5924) to the General Fund, Fire Support Services cost center, Machinery/Equipment account (101.2260.5316) for the procurement of special event emergency medical equipment.

Mayor & Council:

22) Provide one-time funding of \$2,500 to Mayor and Council for Educational & Awareness Talks to provide opportunities for Councilmembers to engage with the community to discuss significant policy items and gain input. (Vice Mayor Harris and Councilmember Ellis)

Move to transfer \$2,500 from one-time General Fund Council Contingency (101.1290.5924) to the General Fund, Mayor and Council cost center, Food and Events account (101.1020.5312.with subaccounts) for Educational & Awareness Talks.

23) Provide ongoing funding of \$10,000 to the Mayor & Council Office for League of Arizona Cities and Towns conference registration and transportation for the Mayor's Youth Commission. (Mayor Hartke, Councilmembers Orlando, and Stewart).

Move to transfer \$10,000 from ongoing General Fund Council Contingency (101.1290.5924) to the General Fund, Mayor & Council cost center, Protocol account (101.1020.5268) for League of Arizona Cities and Towns conference registration and transportation for the Mayor's Youth Commission.

24) Provide ongoing funding of \$5,000 to the Mayor & Council Office for Boards and Commission Appreciation Events. (Mayor Hartke, Councilmembers Orlando, and Stewart).

Move to transfer \$5,000 from ongoing General Fund Council Contingency (101.1290.5924) to the General Fund, Mayor & Council cost center, Other Supplies account (101.1020.5268) for Boards and Commission Appreciation Events.

25) Provide ongoing funding of \$8,000 to the Mayor & Council Office for National League of Cities Conference registration. (Mayor Hartke and Vice Mayor Harris). Move to transfer \$8,000 from ongoing General Fund Council Contingency (101.1290.5924) to the General Fund, Mayor & Council cost center, Registration Fees account (101.1020.5829-7NLC) for National League of Cities Conference registration.

Neighborhood Resources Department:

26) Provide one-time funding of \$20,000 to the Neighborhood Resources Department for Title I School Intramural Sports Programs to provide after school sports activities for Chandler youth attending Title I CUSD schools.

(Councilmembers Encinas and Ellis)

Move to transfer \$20,000 from one-time General Fund Council Contingency (101.1290.5924) to the Neighborhood Resources, Community Development cost center, Food and Events account (101.4700.5312) for Title I School Intramural Sports Programs.

27) Provide ongoing funding of \$3,000 to the Neighborhood Resources Department to support Public Housing Senior holiday events. (Mayor Hartke, Vice Mayor Harris, and Councilmembers Orlando, Ellis, Encinas, and Poston)

Move to transfer \$3,000 from ongoing General Fund Council Contingency (101.1290.5924) to the Housing and Redevelopment cost center, Food and Events account (101.4650.5312) and Other Supplies (101.4650.5322) for Public Housing Senior holiday events.

28) Provide ongoing funding of \$15,000 to the Neighborhood Resources Department for the Golden Neighbors program to continue outreach amongst the senior citizen population, organize community events addressing senior isolation. (Mayor Hartke, Vice Mayor Harris, and Councilmembers Orlando, Ellis, Encinas and Poston)

Move to transfer \$15,000 from ongoing General Fund Council Contingency (101.1290.5924) to the General Fund, Community Development cost center, Other Supplies account, Golden Neighbors sub-account (101.1061.5322.7NGN) for supplies and storage for the Golden Neighbors program.

29) Provide one-time funding of \$5,000 to the Neighborhood Resources Department for a book giveaway at schools in traditional neighborhoods in partnership with Read On Chandler. (Mayor Hartke and Councilmember Orlando)

Move to transfer \$5,000 from one-time General Fund Council Contingency (101.1290.5924) to the General Fund, Neighborhood Resources Admin cost center, Other Professional Services account (101.1060.5219) for book giveaway for the after-school programming in partnership with Read On Chandler.

30) Provide one-time funding of \$12,500 to the Neighborhood Resources Department for supplies for Chandler back-to-school events. (Mayor Hartke, Vice Mayor Harris, Councilmembers Ellis and Encinas)

Move to transfer \$12,500 from one-time General Fund Council Contingency (101.1290.5924) to the General Fund, Neighborhood resources Admin cost center, Other Supplies account (101.1060.5322) for supplies for Chandler back-to-school events.

Police Department:

31) Provide ongoing funding of \$10,000 to the Police Department to continue the IAPro Officer Health and Wellness Program. (Councilmembers Ellis, Encinas and Poston)

Move to transfer \$10,000 from ongoing General Fund Council Contingency (101.1290.5924) to the General Fund, Professional Standards cost center, Office Equipment R&M account (101.2015.5411) to continue the IAPro Officer Health and Wellness Program.

32) Provide ongoing funding of \$6,000 to the Police Department for Volunteer Program Appreciation Events. (Councilmembers Orlando, Encinas and Ellis)

Move to transfer \$6,000 from ongoing General Fund Council Contingency (101.1290.5924) to the General Fund, Field Operations cost center, Food and Events account, Volunteers in Policing sub-account (101.2030.5312.5VIP) for Volunteer Program Appreciation Events.

33) Provide ongoing funding of \$4,000 to the Police Department for Domestic Violence Events. (Councilmembers Ellis and Encinas)

Move to transfer \$4,000 from ongoing General Fund Council Contingency (101.1290.5924) to the General Fund, Criminal Investigations cost center, Food and Events account (101.2040.5312) for Domestic Violence Events.

Proposed one-time amendments submitted total \$340,000 and ongoing requests total \$61,000. If the full amount of appropriation is not used during the amendment process, the remaining appropriation in the Council Contingency will be available for Council to use during FY 2024-25, should the need arise. Future appropriations from unallocated Council contingency funding require a formal vote of the Council. Council approval of the proposed budget amendments shall result in transfer of the appropriation to department budgets and authorize staff to implement, at an administrative level, the initiatives identified in the proposed budget amendments.

Attachments

Budget Amendments_Revised

FY 2024-25 Budget Amendment Summary

Department	Project	One-Time	Ongoing	Councilmember(s)
Community Services	For Our Parks Day	\$20,000		Stewart, Hartke
Community Services	AED's in Parks	\$16,000		Ellis, Hartke
Community Services	Arrowhead Meadows Park Youth Baseball Shade	\$50,000		Stewart, Encinas
Community Services	Senior Center Improvements	\$15,000		Encinas, Ellis
Community Services	Dementia Friendly City	\$10,000		Ellis, Encinas
Community Services	Saigon 50 Year Anniversary Commemoration	\$7,000		Orlando, Hartke
Cultural Development	Ballet Under the Stars	\$15,000		Orlando, Ellis
Cultural Development	Jazz Appreciation Month	\$12,000		Orlando, Harris
Cultural Development	Marvelosity Night at the Museum	\$7,000		Ellis, Hartke
Cultural Development	Mural and School Arts Program	\$30,000		Orlando, Ellis, Poston
Cultural Development	Downtown Art Walk	\$10,000		Orlando, Ellis, Poston
DEI	Diversity Mini-grants	\$10,000		Orlando, Encinas, Ellis
DEI	Sister Cities	\$12,000		Orlando, Hartke
DEI	Chandler International Film Festival	\$10,000		Orlando, Harris, Ellis, Hartke
DEI	Cesar Chavez Events	\$15,000		Encinas, Ellis
DEI	Consitution Day Faith & Family Event	\$10,000		Stewart, Hartke
DEI	Mental Health Programming	\$5,000		Harris, Ellis
DEI	Juneteenth - Culture Music in the Park	\$5,000		Harris, Ellis
Development Services	Digital Equity Access Program	\$10,000		Poston, Orlando
Economic Development	CUSD Student Workforce Development Initiatives	\$10,000		Poston, Encinas
Fire	Special Event Emergency Medical Equipment	\$21,000		Ellis, Hartke
Mayor & Council	Educational & Awareness Talks	\$2,500		Harris, Ellis
Mayor & Council	League of Cities MYC Fund		\$10,000	Hartke, Orlando, Stewart
Mayor & Council	Boards and Commission Appreciation Event		\$5,000	Hartke, Orlando, Stewart
Mayor & Council	NLC Council Registration		\$8,000	Hartke, Harris
Neighborhood Resources	Title I School Intramural Sports Programs	\$20,000		Encinas, Ellis
Neighborhood Resources	Senior Public Housing Holiday Events		\$3,000	Orlando, Encinas, Harris, Ellis, Poston, Hartke
Neighborhood Resources	Golden Neighbors		\$15,000	Orlando, Encinas, Harris, Ellis, Poston, Hartke
Neighborhood Resources	Read On Chandler Book Giveaway	\$5,000		Orlando, Hartke
Neighborhood Resources	Back to School Supplies	\$12,500		Harris, Ellis, Hartke, Encinas
Police	Officer Wellness Subscription		\$10,000	Encinas, Poston, Ellis
Police	Volunteer Program Appreciation Events		\$6,000	Orlando, Encinas, Ellis
Police	Domestic Violence Events		\$4,000	Ellis, Encinas
		\$340,000	\$61,000	
		Total	\$401,000	



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

Date: June 24, 2024
To: Mayor and Council
Thru: .
From: Dana DeLong, City Clerk
Subject: Amendment to the Council Rules and Procedures to allow for Public Comment at City Council Subcommittee Meetings and Work Sessions

Proposed Motion:

Move to direct staff to prepare a resolution for City Council consideration to amend the City Council Rules and Procedures, as discussed.

Background/Discussion

The City Council determines its own rules, order of business, conduct of public meetings, and shall provide for keeping a journal of its proceedings. The City Council Rules and Procedures were last amended on March 23, 2023, via Resolution No. 5675.

The Council Rules and Procedures currently outlines opportunities for scheduled and unscheduled public appearances during Council meetings and residents have the opportunity to connect with members of council through in-person, phone and email contact. Residents may also submit online comments to the City on particular issues, items or problems.

Per the City Council Rules and Procedures, City Council work sessions and subcommittee meetings are forums to discuss policy issues, obtain progress updates and convey direction to the City Manager. A group of Chandler residents have recently brought forward the idea of expanding public comment to City Council work sessions and subcommittee meetings.

As the Presiding Officer, the Mayor has the purview to set City Council work session and subcommittee meeting agendas. On June 13, 2024, Mayor Hartke

instituted the inclusion of a public comment agenda item on City Council work sessions and subcommittee meetings, effective immediately. Public comment is limited to 15 minutes with up to three minutes per speaker, and must be related to an item on a published meeting agenda.

Councilmember Matt Orlando has requested the Council Rules and Procedures be updated to include this policy change. The proposed verbiage is below:

"Each City Council work session and subcommittee meeting will include a Public Comment agenda item. Public comments will be heard only for the item(s) on that published meeting agenda. Up to 15 minutes will be allotted for public comments on the agenda item(s) and each speaker will be allocated three minutes at the discretion of the Presiding Officer."

The current Council Rules and Procedures are attached for reference. A Resolution and updated version of the City Council Rules and Procedures would need to be drafted at the Council's direction to update the attached document.

Attachments

CM Orlando Agenda Item Request

City Council Rules and Procedures

Councilmember Agenda Item Submittal Form

Councilmember(s) making request Matt Orlando

Date of Council Meeting June 27, 2024

Deadline to Submit Request N/A

Describe the item you would like placed on the agenda, include any background information and what action you are asking the Council to take.

Requesting the City Council, per resident's request, to consider amending the City Council Policy and Procedures to all allow for public comments at City Councils Work Sessions and Sub Committee meetings. Public comment will be limited to the published agenda items and cover exiting speaker timelines.

See attached language for the proposed addition to the Policy and Procedure.

Please select the type of agenda item

☐ Briefing Item

☐ Discussion / Possible Action

☒ Action Agenda

Will this this agenda item eventually require an ordinance or resolution?

☐ Ordinance Requested

☐ Resolution Requested

Agenda Item Submittal Process

- Submit this form to the City Clerk no later than:
*5:00 pm Wednesday of the week prior to the upcoming Monday study session.
- The Councilmember who submits the agenda item will communicate to the Mayor and Councilmembers the reason for the agenda item. The communication shall comply with the Open Meeting Law and shall be limited to the reason for adding the agenda item and not for the consensus building among the Council.
- Any Discussion Items will be placed on the Monday study session or the Thursday regular meeting where Council will discuss the item.
- An item requested on a regular meeting agenda for action may be referred to a work session, executive session or subcommittee meeting by Council majority.

*Any requests received after 5:00 pm Wednesday of the week prior to the Monday Study Session will not be placed on the upcoming meeting but will be automatically forwarded to the following meeting date.



CITY COUNCIL RULES AND PROCEDURES

SECTION I - RULES OF JOURNAL:

The Council shall determine its own rules, order of business, conduct of public meetings and shall provide for keeping a journal of its proceedings. This journal shall be a public record.

SECTION II - MEETINGS:

The Council shall meet regularly twice each month at such times and places as the Council may prescribe by resolution. Special meetings may be held on the call of the Mayor or of four or more Council members. All meetings shall be public. Executive sessions may be held for the purposes allowed by law. Pre-sessions or briefing sessions are permissible to brief Council members on the items included on the agenda. Notices of meetings will include the time, place and agenda and will be posted in a public place at least 24 hours in advance of the meeting, shared on the City website and sent to agenda email subscribers. In case of an emergency, notice will be as long as is reasonable under the circumstances.

SECTION III - AGENDA:

The City Manager will determine a process for staff to submit agenda items for consideration at study sessions and all Council meetings. The City Manager will advise the Mayor and Council members when the need arises for a special meeting to address emergent items.

Any member or members of the Council may submit an item for the Council agenda(s) prior to 5 p.m. on the Wednesday of the week prior to the week of the Council meeting(s) at which the item will be considered. The item must be submitted in writing to the City Clerk using the Council Member Agenda Item Submittal form (see Exhibit A) for the item to be added to the Council agenda.

Upon receipt, the form will be provided by the City Clerk to the Mayor, all Council members, City Manager and City Attorney. The Council member(s) who submitted the agenda item will, to the best of their ability, communicate the reason for the agenda item to the Mayor, Council members, City Manager and City Attorney as soon as possible before the Monday study session. However, the communication shall comply with Open Meeting Law and shall be limited to the reason for adding the agenda item and not for consensus building among the Council.

The requested item shall appear on the Monday study session agenda for discussion, followed by the Thursday regular meeting for further discussion or possible action, unless withdrawn by the submitter(s) as indicated in this section. Direction related to the item will be determined by City Council majority. If an ordinance or resolution is requested or required to enact the item, direction may be given by City Council majority at the Thursday

regular meeting to have the City Attorney draft such a document. The ordinance or resolution would then be placed on a future Council agenda for consideration.

The same Council member(s) who submitted the agenda item may withdraw that item up until 12:00 p.m. on Wednesday, the day prior to the Thursday regular meeting.

The City Clerk shall list the matters according to the order of business and distribute and post the agenda(s) prior to the Council meeting(s), as early as possible. No item shall be submitted to the Council, except through the City Manager/designee or City Clerk, however, any member of the public may address item(s) not on the agenda under "Unscheduled Public Appearances." To comply with Arizona Revised Statutes, Council shall not discuss items not on the agenda.

SECTION IV - PRESIDING OFFICER - DUTIES:

The Mayor shall be the presiding officer of the Council. The presiding officer shall preserve strict order and decorum at all regular and special meetings of the Council. He/she shall state every question coming before the Council, announce the decision of the Council on all subjects and decide all questions of order. Any decision or ruling of the Mayor may be appealed to the Council as a whole by a motion and second. The Mayor shall call for roll call to see if the chair shall be upheld; if the roll call loses, the Mayor is reversed.

SECTION V - CALL TO ORDER - PRESIDING OFFICER:

The Mayor, or in his absence, the Vice Mayor shall call the Council to order at the scheduled meeting time. In the absence of the Mayor or Vice Mayor, the City Clerk shall call the Council to order. A temporary chair then shall be elected by the members of the Council present. When the Mayor or Vice Mayor arrives, the temporary chair shall relinquish the chair when the business immediately before the Council is finished.

SECTION VI - ROLL CALL:

Before proceeding with the business of the Council, the City Clerk shall call the roll of the members, and the names of those present shall be entered in the minutes.

Members of the Council will attend Council meetings in person. In the event of an illness, emergency or out of town travel, Council members may attend a Council meeting electronically. Members will provide the City Clerk with three hours' notice of their intent to attend a meeting electronically. When a member of the Council attends a meeting electronically, the Mayor shall state for the record the member of the Council who is attending the meeting electronically, and the City Attorney, if requested to do so by any member of the Council, shall describe the procedures followed to provide the public access to all communications during the meeting.

SECTION VII - QUORUM:

A quorum shall consist of a majority of the members of Council; however, no action of the Council shall be valid or binding unless adopted by the affirmative vote of four or more members of the Council.

SECTION VIII - ORDER OF BUSINESS:

a) The following items will generally appear on a regular meeting agenda:

- 1) Call to Order
- 2) Roll Call
- 3) Invocation
- 4) Pledge of Allegiance
- 5) Scheduled Public Appearances
- 6) Consent Agenda
- 7) Action Agenda
- 8) Public Hearings
- 9) Unscheduled Public Appearances
- 10) Current Events
 - (a) Mayor's Announcements
 - (b) Council Members' Announcements
 - (c) City Manager's Announcements
- 11) Adjournment

The Mayor, or the Council by majority vote, may consider items out of sequence from the printed agenda. A decision by the Mayor to consider items out of sequence may be appealed to the Council in accordance with Section IV of these Rules and Procedures.

- b) The consent agenda matters are routine and may be adopted by one motion. There will be no discussion of separate items, unless one or more members of the City Council, staff, or the public requests that a specific item be discussed, in which case, any member of Council may have the item removed from the consent agenda and placed on the action agenda for individual consideration.
- c) Procedures for public hearings are discussed in Section XV.
- d) Procedures for submitting petitions are discussed in Section XVI.
- e) Scheduled public appearances requested by residents can be considered for an agenda after the resident submits the Request for Scheduled Public Appearance form provided by the City Clerk (see Exhibit B). Residents must submit the form prior to 12:00 p.m. on the Monday of the week prior to the week of the Council meeting at which the scheduled public appearance will be considered. Scheduled public

appearances shall be placed as close to the beginning of a regular meeting or study session as possible. During weeks when Council meets in a condensed schedule with a regular meeting and study session on the same evening, scheduled and unscheduled public appearances will only be placed on one agenda for the week. Scheduled public appearances will be placed on the Monday regular meeting agenda. Unscheduled public appearances will be placed on the Thursday regular meeting agenda.

- f) If the City Council wishes to adjourn to a later time, the Council must pass a motion specifying the date and time to which the regular meeting is being adjourned.

A motion to adjourn shall always be in order except during roll call. When a motion is made and seconded to adjourn, any member of the Council may state why it is improper for the Council to adjourn. That statement, however, shall be debatable.

SECTION IX - PROCEDURES FOR DEBATE:

On those issues requiring debate, the presiding officer shall state the issue before the Council and may call for a motion and second thereon. Unless Council by consensus determines no report is necessary, staff shall report on the issue and will respond to Council questions. Council members shall be allotted time to present their positions and concerns. Interested members of the community shall also have an opportunity to express their positions on any issue coming before the Council. Section XI covers the proper method of addressing the Council. Council may limit the amount of time allotted for discussion.

A motion and second on the issue will be in order at any time during Council discussion. Discussion may continue after the motion is made for such period of time as is authorized elsewhere in these rules.

SECTION X - RULES OF DEBATE:

- a) **PRESIDING OFFICER MAY DEBATE AND VOTE:** The Mayor or member of the Council that is presiding may move, second and debate from the Chair, subject only to such limitations of debate as are imposed on all members. The presiding officer shall not be deprived of any of the rights and privileges of a Council member.
- b) **GETTING THE FLOOR - IMPROPER REFERENCE TO BE AVOIDED:** Every member desiring to speak shall address the Chair, be recognized by the Chair and speak upon the question under debate, avoiding all attacks on personalities and indecorous language.
- c) **INTERRUPTIONS:** A member, once recognized, shall not be interrupted when speaking unless it is to call him/her to order. If a member, while speaking, is called to order, he/she shall cease speaking until the question of order is determined, and, if in order, he/she shall be permitted to proceed.
- d) **PERSONAL PRIVILEGE:** The right of a Council member to address the Council on a question of personal privilege shall be limited to cases in which his/her integrity, character or motives are questioned or where the welfare of the Council is concerned. A Council member may interrupt another speaker if the Mayor recognizes the "privilege".

SECTION XI - ADDRESSING THE COUNCIL:

- a) Any person wishing to address the Council shall first secure permission of the presiding officer to do so. The Council may limit the length of time that a person is permitted to address the Council.
- b) **WRITTEN COMMUNICATIONS:** Interested parties or their authorized representatives may address the Council by written communications in regard to matters under discussion.
- c) **ORAL COMMUNICATIONS:** During the proper time on the agenda, taxpayers or residents of the City, or their authorized representatives, may address the Council on any matter concerning the City's business, or any matter over which the Council has control. Oral presentations shall not be repetitious and the Mayor may limit the length of presentations.
- d) **AFTER MOTION MADE:** No person shall address the Council after a motion is made without first securing the permission of the Council to do so.

SECTION XII - DECORUM:

- a) **BY COUNCIL MEMBERS:** While the Council is in session, the members must preserve order and decorum. A member shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the Council, nor disturb any member while speaking or refuse to obey the orders of the Council or its presiding officer, except as otherwise herein provided.
- b) **BY PERSONS:** Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous while addressing the Council, or who interferes with the order of business before the Council, and who fails, upon request of the presiding officer to cease such activity, shall be barred from further audience before the Council, unless permission to continue is granted by a majority vote of the Council.

SECTION XIII - ENFORCEMENT OF DECORUM:

The City Manager shall appoint a sergeant-at-arms at the Council meetings. He/She, or they, shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the Council meeting. Upon instructions of the presiding officer, it shall be the duty of the sergeant-at arms, to remove any person who violates the order and decorum of the meeting.

SECTION XIV - VOTING:

- a) **ROLL CALL:** All votes shall be by roll call. (A device which displays the vote of each Council member is considered a roll call vote.)
- b) **PRECEDENCE OF MOTIONS:** When a motion is before the Council, no motion shall be entertained except: (1) to adjourn, (2) to fix hour of adjournment, (3) to lay on the table, (4) for the previous question, (5) to postpone to a certain day, (6) to refer, (7) to amend, (8) to postpone indefinitely or to (9) divide the question. These motions

shall have precedence in the order indicated.

- c) **AMENDMENTS:** No more than one amendment to a main motion is permitted. When an amendment is before the Council, the Council shall vote first on the amendment. After the amendment has passed or failed, the Council shall vote on the main motion.
- d) **MOTION TO TABLE:** The purpose of this motion is to temporarily bypass the subject. A motion to lay on the table is nondebatable and shall preclude all amendments or debate of the subject under consideration. If the motion prevails, the matter may be "taken from the table" at any time prior to the end of the next regular meeting.
- e) **MOTION TO END DEBATE (CALL FOR THE QUESTION):** The purpose of this motion is to close debate on the main motion. It is nondebatable, and no further discussion shall be permitted until the motion is acted upon. If the motion fails, debate is reopened; if the motion passes, then the Council shall vote on the main motion.
- f) **DIVISION OF QUESTION:** If the question contains two or more divisible propositions, the Mayor may, or upon successful motion of the Council, shall divide the same.
- g) **WITHDRAWAL OF MOTION:** When a motion is made and seconded, it shall be so stated by the Chair before debate commences. A motion may not be withdrawn by the mover without the consent of the member seconding it.
- h) **CONFLICT OF INTEREST:** Council members shall abide by the provisions of A.R.S. Chapter 38, Article 3. When a Council member determines he or she has a conflict of interest, he or she shall announce such conflict and refrain from discussing or voting upon the matter.
- i) **COUNCIL MEMBER REQUIRED TO VOTE:** Council members are required to vote on all issues placed before them. A failure to vote or a voluntary abstention shall be counted as an "aye" vote unless excused by State Conflict of Interest Laws.
- j) **RECORDING VOTES; TIE VOTES:** The Journal (minutes) of the proceedings of the Council shall record individual votes on all ordinances, resolutions and franchises. In the case of a tie in votes on any motion, the motion fails.
- k) **MOTION TO RECONSIDER:** A motion to reconsider a decision may be made at the same meeting the decision was made or at the next regular or special meeting, but not later than 30 days after the date the decision was made.

If a motion to reconsider a decision is made at the next regular or special meeting and the motion passes, the agenda item shall then be placed for decision on the agenda of the next regular meeting not held in the same week. Notice of the meeting shall be posted and additional notice shall be posted on the affected property for zoning ordinances. An effort shall be made to notify the applicant and other persons who appeared in interest of the time and date of the meeting.

A special meeting may be called for a motion of reconsideration in the event a meeting is not scheduled within 30 days after the meeting the decision to be reconsidered was made. A motion to reconsider must be made by one on the

prevailing side but may be seconded by any member. A question failing by virtue of a tie vote may be reconsidered by motion of any member of the Council.

SECTION XV - PROCEDURE FOR DEBATE DURING PUBLIC HEARING:

The following shall be the procedure during public hearings:

- 1) Staff report, if any, by the appropriate staff members and relevant questions by Council members.
- 2) Presentation by the proponent initiator explaining and advocating the item.
- 3) Testimony by members of the public who support or oppose the item will be limited to three minutes per resident unless otherwise set by the Chair.
- 4) Written communications filed with the City Clerk.
- 5) Discussion by Council members. The order of recognition of Council members desiring to speak other than the Council member who authored the item shall be determined by the Chair.
- 6) The Mayor may ask for a rebuttal and/or brief closing statement by the proponent initiator.
- 7) Motion and Second. (A motion and second may be made at any time during the hearing.)
- 8) Motion to amend (if any). (A motion to amend may be made at any time after the original motion and second.)
- 9) Vote.

SECTION XVI - PETITIONS:

Any resident of the City may appear before the Council at any regular meeting and present a written petition. Petitions, remonstrances, communications and comments or suggestions from residents present shall be heard by the Council. All such remarks shall be addressed to the Council as a whole, and not to any member thereof. No person other than the individual speaking shall enter into the discussion without the permission of the presiding officer. No question shall be asked of a Council member except through the presiding officer.

SECTION XVII - ORDINANCE - EMERGENCY CLAUSE:

Ordinances shall be prepared as provided for in Sections 2.13 through 2.16 of the City of Chandler Charter. Emergency shall be further defined as not including any routine matter such as establishment of fines or penalties, the authorization for contracts, rezoning of property, creation of taxes, lease of City land, amendment of the City Code or the levy of assessments, unless harm to the public can be expected from a delay of action.

SECTION XVIII - SPECIAL COMMITTEES:

When the Council determines that a board, commission or resident committee is needed, the following procedure shall be used:

- a) The party proposing the creation of the board, commission or resident committee will prepare a memorandum defining the purpose, duties and objectives of the committee and whether it is to be an ad hoc or continuing committee.
- b) That memorandum will be submitted to the City Manager for placement on an agenda for Council discussion.
- c) The City Manager shall request the City Attorney draft an ordinance or resolution, if necessary.
- d) The Council shall approve, modify or reject the proposal.
- e) Once a board, commission, or resident committee is approved, the Mayor shall prepare nominations for members including their length of terms (not to exceed three years).
- f) The Mayor's nominations shall be submitted to the Council at least seven days prior to the meeting at which nominations will be confirmed.
- g) Council members may suggest alternate nominations during the meeting. Each member appointed shall be approved by a majority of the Council.
- h) If the party proposing an ad hoc committee is a Councilmember, he/she shall serve on the committee as an ex-officio member.

SECTION XIX – COUNCIL DISCRETIONARY BUDGET AMENDMENTS:

Council discretionary budget amendments provide the opportunity for Council members to allocate funding toward Council-prioritized events, initiatives, resources and programs. These funds have a wide range of potential uses to address community or departmental needs, support events and programs, purchase equipment or services and implement training. The funds provide another mechanism to implement Council policy goals and objectives.

As part of the annual budget development process, the City Council will review, prioritize and approve the use of Council discretionary budget amendment funds through the following procedures:

- a) Council members will review a list of staff-suggested options based on unfunded departmental requests or needs in the community.
- b) Council members also may suggest discretionary budget amendment options for consideration.
- c) Council discretionary budget amendment items require support from at least two Council members before appearing on a recommended list for consideration by the

City Council.

- d) The City Council may vote on recommended Council discretionary budget amendments as a collective group of items or as individual items.
- e) A majority vote of the Council is required for a Council discretionary budget amendment item to be funded and implemented.
- f) The City Manager will assign Council-approved discretionary budget amendments to a department for implementation in the new fiscal year.

SECTION XX – COUNCIL DISCRETIONARY SPENDING:

The Mayor and Council members shall determine an annual allocation for discretionary spending through the budget adoption process each fiscal year. Discretionary spending is generally to cover expenses related to conference/event registration, travel, food, technology and training and must be associated with City business. The use of these funds is governed by the same administrative policies that apply to City staff.

SECTION XXI - USE OF STAFF:

The City of Chandler is a member of several national, state and regional organizations where the Mayor or a Council member is the assigned delegate to represent and vote on behalf of the City. The members designated to represent the City Council on these national, state and regional committees are assigned by the Mayor. The City Manager shall provide the necessary staff resources for meeting preparation, attendance and travel to help the Mayor and Council members effectively fulfill City representation on these national, state and regional committee assignments assigned by the Mayor.

Council requests for staff and resources build upon a series of procedures that are followed to provide policy direction for the City Manager to administer and implement with staff:

- a) City Council strategic planning retreats determine the vision, goals and policy objectives for the City and then Council votes to approve the strategic framework.
- b) Council subcommittees and work sessions are forums to discuss policy issues, obtain progress updates and convey direction to the City Manager.
- c) Council executive sessions are forums to obtain legal guidance and discuss personnel matters.
- d) Council study sessions are forums to recognize, review and discuss agenda items brought to the City Council.
- e) Council regular and special meetings are forums for Council to discuss, review and approve agenda items brought to the City Council.
- f) The annual process of approving Council discretionary budget amendments and adopting the budget are the mechanisms to allocate funding towards established or

new events, initiatives, programs and projects that Council deems to be priorities.

- g) Council members may request an agenda item as outlined in Section III - Agenda of these Rules and Procedures to discuss a request for the use of staff and resources outside of these established procedures.

The City Manager directs staff and allocates resources to implement the Council's policy direction as established through these procedures. These steps are the mechanism for the Mayor and Council members to request staff and resources for new events, initiatives, programs and projects over and above those that are already established in the City.

Staff resources are provided in areas where the City has jurisdiction to offer support for an established City event, facility, program, project or service. The Mayor and Council members also have the option to participate in staff-requested communications, events and programs on behalf of the City Council. The City Manager or designee will establish a Council member rotation schedule to ensure equitable opportunities among the City Council and offer a menu of City-provided communication options for the City Council.

Staff support can be provided to help the Mayor and Council members fulfill their collective responsibilities on the City Council with the following types of requests: correspondence, speechwriting, presentations, talking points, travel and meeting preparation, response to constituent and media inquiries, articles and columns, City email and City calendar management.

No Council member shall request from the City Manager any staff support that entails more than four hours of combined total staff time to implement the entirety of the request without first seeking approval of the full City Council. This four-hour limitation applies to requests that benefit an individual Council member(s) without discussion or direction by a Council majority.

SECTION XXII – MEDIA PRIVILEGES DURING AN ELECTION YEAR:

During a year in which a primary and general election(s) are held, beginning 30 days prior to the primary election date or on the first day of early voting in the primary election, whichever occurs first, and continuing through the general election date, the City shall suspend the posting of content on City communication platforms, distributing media articles and sending of any general mailings, in any form, for incumbent Council members who are a candidate for re-election to the City Council or the office of Mayor. This does not apply after the primary election if an incumbent is re-elected at the primary election date. It also does not apply to a Council member's normal correspondence to constituents when answering mail or e-mail as official business.

SECTION XXIII – SENIORITY OF COUNCIL MEMBERS:

For Council office assignments, seniority of Council members will be determined by years of consecutive service. In the event of a tie related to years of consecutive service, seniority will be determined by the total number of votes received in the most recent primary election or general election. Those elected outright during the most recent primary election will have seniority over those elected through a run-off in the most recent general election.

SECTION XXIV - ENFORCEMENT SUSPENSION, AND AMENDMENT OF RULES:

Enforcement of these rules shall be incumbent upon the City Council of Chandler. These rules may be suspended or amended by a two-thirds vote of the City Council.

SECTION XXV - RULES OF ORDER:

The rules of parliamentary practice, comprised in [Roberts Rules of Order](#), latest edition, shall govern the Council in all cases to which they are applicable, provided they are not in conflict with these Rules or with the Charter of the City of Chandler.

SECTION XXVI - COUNCIL FORMS:

- a. Exhibit A – Councilmember Agenda Item Submittal form
- b. Exhibit B – Request for Scheduled Public Appearance form

Adopted 9/29/2005 (Resolution No. 3884)
Amended 3/23/2006 (Resolution No. 3955)
Amended 3/25/2010 (Resolution No. 4392)
Amended 3/23/2023 (Resolution No. 5675)

Exhibit A

Council Member Agenda Item Submittal Form

When requesting an item be added to an upcoming City Council agenda, please submit this form to the City Clerk no later than:

*5:00 pm Wednesday of the week prior to the upcoming Monday study session.

Council member(s) making request:

Date of Council Meeting:

Describe the item you would like placed on the agenda, include any background information and what action you are asking the Council to take.

Please select the type of agenda item.

_____ Briefing Item
_____ Discussion / Possible Action
_____ Action Agenda

Will this this agenda item eventually require an ordinance or resolution?

_____ Ordinance Requested
_____ Resolution Requested

A Council member may seek City Council discussion or approval of an agenda item. Any requested agenda item will be placed on the Monday study session where Council will discuss the item. An item requested on a regular meeting agenda for action may be referred to a work session, executive session or subcommittee meeting by Council majority.

*Any requests received after 5:00 pm Wednesday of the week prior to the Monday Study Session will not be placed on the upcoming meeting but will be automatically forwarded to the following meeting date.

Exhibit B

Request for Scheduled Public Appearance at a City Council meeting

Please submit this form if you are requesting to be added to the Council Meeting agenda and address the City Council under Scheduled Public Appearances.

A maximum of three minutes is allowed under Scheduled Public Appearances. Only one person at a time will be allowed to speak to the Council during the presentation.

Name:

Address:

Phone:

Email:

Name of organization you are representing (if applicable):

Describe the topic of the Scheduled Public Appearance and include any background information.

Please indicate if you have a PowerPoint presentation or handouts.

(Please email the presentation to the City Clerk's Office no later than 12:00 p.m. on the date of the Council meeting.)

NOTE: By submitting this form, you acknowledge that the information is a public record and is subject to all public records laws.



City Council Memorandum Development Services Memo No.

Date: June 24, 2024
To: Mayor and Council
From: Development Services Department
Subject: May 15, 2024, Planning and Zoning Commission Meeting Minutes

Attachments

May 15, 2024 Study Session Minutes
May 15, 2024 Regular Meeting Minutes

Meeting Minutes

Planning and Zoning Commission

Study Session

May 15, 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 5:00 p.m.

Roll Call

Commission Attendance

Chairman Rick Heumann
Vice Chair Sherri Koshiol
Commissioner Michael Quinn
Commissioner Kyle Barichello
Commissioner Charlotte Golla

Absent

Commissioner Rene Lopez - Excused

Staff Attendance

Kevin Mayo, Planning Administrator
David de la Torre, Planning Manager
Lauren Schumann, Principal Planner
Alisa Petterson, Senior Planner
Ben Cereceres, City Planner
Mika Liburd, Associate Planner
Darsy Omer, Associate Planner
Thomas Allen, Assistant City Attorney
Julie San Miguel, Clerk
Michelle Reeder, 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. May 1, 2024, Planning and Zoning Commission Meeting Minutes

Move Planning and Zoning Commission approve Planning and Zoning Commission meeting minutes of the Study Session of May 1, 2024, and Regular Meeting of May 1, 2024.

CHAIRMAN HEUMANN confirmed there were no questions or comments from the Commission Members.

2. PLH23-0057 GUERRERO RESIDENCE

MIKA LIBURD, ASSOCIATE PLANNER presented details regarding the request for Rezoning from Agricultural District (AG-1) to Planned Area Development (PAD) for Single-Family Residential with reduced setbacks on approximately 3.35 acres located at 943, 953 and 963 N Mill Avenue, generally located ½ mile east of the southeast corner Kyrene and Ray roads.

CHAIRMAN HEUMANN sought clarification on the 10-foot setbacks, asking if they are along the canal and the other house.

MIKA LIBURD, ASSOCIATE PLANNER responded that is correct.

3. PLH23-0070 CHANDLER PALMS MEDICAL OFFICES

BEN CERECERES, CITY PLANNER presented details regarding the request to amend existing Planned Area Development (PAD) zoning district by allowing Medical Office uses in addition to the uses currently allowed, which include Industrial, Office and Warehouse. The site consists of two (2) existing buildings located at 500 N Juniper Drive, generally located ½ mile north and west of Chandler Boulevard and McClintock Drive.

CHAIRMAN HEUMANN announced he was recusing himself on this item.

VICE CHAIR KOSHIOL asked if there were any questions or comments from the Commission Members.

COMMISSIONER BARICHELLO questioned if the striking of the general medical office was related to meeting the parking provision in the code and if there was concern from the Applicant regarding removing general office uses or medical office uses.

BEN CERECERES, CITY PLANNER clarified that the conditions and staff report were presented to the Applicant and they did not express any concerns.

COMMISSIONER BARICHELLO mentioned the reason for the question was to address any potential future PAD amendments and if the Applicant could address it now if they wanted those uses.

VICE CHAIR KOSHIOL sought clarification regarding the parking study stipulation and asked at what point in the process will the Applicant be required to provide a parking study.

BEN CERECERES, CITY PLANNER stated that whenever a new unit is proposed, a parking study must be submitted for staff's review and if the proposed use of the unit is intense, the Applicant must demonstrate that similar uses at other locations or facilities are not as intense.

VICE CHAIR KOSHIOL asked if a professional traffic engineer or data from other projects will be used in assessing the information.

BEN CERECERES, CITY PLANNER responded staff would rely on the Applicant providing information based on their historic parking information and demand. He clarified it would be the responsibility of the Applicant to provide that information to staff.

VICE CHAIR KOSHIOL confirmed there were no further questions or comments from the Commission Members.

4. PLH24-0004 THE FORUM

DARSY OMER, ASSOCIATE PLANNER presented details regarding the request for Use Permit time extension for a Series 6 Bar license and an Entertainment Use Permit for live music inside and on an outdoor patio. The business is located at 2301 S Stearman Drive, generally located south of the southwest corner of Gilbert Road and Germann Road.

An Addendum Memo was presented to the Commission, Planning staff received correspondence from residents after the staff memo was distributed regarding the proposed Use Permit and Entertainment Use Permit. Additionally, the Applicant agreed to modify condition #10, limiting the hours of operation of amplified live music and entertainment.

COMMISSIONER BARICHELLO asked if there was a time limit on the conditions of approval for this case.

DARSY OMER, ASSOCIATE PLANNER confirmed there is no time limit on this case.

CHAIRMAN HEUMANN asked if the hours of operation were being changed from the original plan approved in 2022 and 2017.

DARSY OMER, ASSOCIATE PLANNER clarified the hours of operation were not changing, staff checked the website and the Applicant's narrative was slightly different. She explained that staff used the hours that was listed on their website and that could have been different than what was originally approved.

CHAIRMAN HEUMANN sought clarification questioning if the Applicant was requesting an extension or a modification of the hours from what was previously approved.

DARSY OMER, ASSOCIATE PLANNER confirmed the hours of operation have change, but not the hours of entertainment.

CHAIRMAN HEUMANN asked if the Applicant was requesting to change the hours of entertainment, not the hours of operation.

DAVID DE LA TORRE, PLANNING MANAGER explained staff was unaware of any opposition to the request, until recently when three emails included in the Addendum Memo were received by staff. He stated the opposition was from residents east of Gilbert Road and as a result, staff contacted the Applicant, who agreed to reduce the hours of outside amplified live entertainment during the week by one hour from 10:00 p.m. to 9:00 p.m. He clarified that staff is not proposing an additional time stipulation as the Applicant is reducing the hours, not expanding them.

CHAIRMAN HEUMANN asked if the hours approved in 2022 were the same, except for the one-hour reduction.

DAVID DE LA TORRE, PLANNING MANAGER confirmed that the hours would have remained the same except for the agreement to reduce the hours during weeknights.

CHAIRMAN HEUMANN asked if the usual stipulations for ambient noise were added. He stated that he wants to ensure if the newly approved hospital is built and the music is too loud, that the hospital will have recourse to address the issue.

DAVID DE LA TORRE, PLANNING MANAGER confirmed the stipulations were added.

COMMISSIONER BARICHELLO sought clarification on the typical 1-3-5 year timeline for Use Permits and why this case did not have a time limit.

KEVIN MAYO, PLANNING ADMINISTRATOR explained staff received feedback from City Council over the past years that the 1-3-5 year timeline seemed arduous for most Applicants. He stated it was originally intended to control those who could not be good neighbors and this case, aside from two households sending opposition emails, had not faced significant opposition. He further stated Council directed staff to grant indefinite Use Permits unless there were substantial complaints from neighbors.

CHAIRMAN HEUMANN stated that staff has recently adopted a more flexible approach regarding the 1-3-5 year rule and indefinite Use Permits are proposed for Applicants with no significant issues. He mentioned stipulations regarding noise levels have been added to manage problematic Applicants.

5. PLT23-0039 CHANDLER INNOVATION CENTER

BEN CERECERES, CITY PLANNER presented details regarding the request for Preliminary Plat on approximately 23.45 acres, located 1/4 mile south of the southeast corner of Arizona Avenue and Germann Road.

CHAIRMAN HEUMANN confirmed with staff this will be going to City Council for annexation.

Action Agenda Item No. 6 and Discussion

6. ELECTION OF OFFICERS

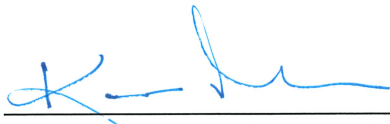
Move Planning and Zoning Commission elect a Chair and Vice Chair of the Planning and Zoning Commission.

Calendar

The next Study Session will be held before the Regular Meeting on Wednesday, June 5, 2024, in the Chandler City Council Chambers, 88 E. Chicago Street, Chandler, Arizona.

Adjourn

The meeting was adjourned at 5:19 p.m.



Kevin Mayo, Secretary



Rick Heumann, Chairman

Meeting Minutes

Planning and Zoning Commission

Regular Meeting

May 15, 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
Commissioner Charlotte Golla

Absent

Commissioner Rene Lopez - Excused

Staff Attendance

Kevin Mayo, Planning Administrator
David de la Torre, Planning Manager
Alisa Petterson, Senior Planner
Ben Cereceres, City Planner
Mika Liburd, Associate Planner
Darsy Omer, Associate Planner
Thomas Allen, Assistant City Attorney
Julie San Miguel, Clerk
Michelle Reeder, Clerk

Pledge of Allegiance

The Pledge of Allegiance was led by Commissioner Golla.

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.

CHAIRMAN HEUMANN announced two speaker cards were received. He explained that all items would remain on the Consent Agenda unless the speakers provided compelling reasons to move an item to the Action Agenda. He called up the first speaker, Jeff Miller, appearing on Item No. 4 PLH24-0004 The Forum.

JEFF MILLER, APPLICANT introduced himself as a representative from Arizona Liquor Industry Consultants, representing The Forum. He explained that nothing has changed since the last approval in 2022 and The Forum has not had a complaint about live music. He thanked the city for being great to work with and stated the Applicant is willing to reduce hours during the week. He further explained that he hopes this will ease concerns from the neighbors and stated the letter mentioned potential future problems, but there have not been any complaints about past events. He further stated The Forum is a great neighbor and values the community and built this venue as a community center where businesses can hold trainings and residents can gather. He explained that The Forum is committed to working with the neighbors and the owner has given his personal number to address any noise complaints directly.

CHAIRMAN HEUMANN thanked the speaker and stated he has visited the facility, and it is a great place. He mentioned there have not been any complaints and there are stipulations to manage the noise. He announced that the Vice Chair will be handling the next speaker card as it pertains to an item that he has recused himself on.

VICE CHAIR KOSHIOL He called up speaker, Terry Smith, appearing on Item No. 3 PLH23-0070 Chandler Palms Medical Offices.

TERRY SMITH, ARIZONA PRIORITY CARE introduced himself as Chief Operating Officer of Arizona Priority Care who is the largest tenant in one of the two office buildings proposed for rezone. He stated their corporate offices have been occupying the 585 building for eight years, leasing 32,000 square feet across three suites on two floors. He further stated they have 110 employees and have been a Chandler based business for 13 years with over 4,000 healthcare providers across the state. He explained ownership of these buildings changed in the last year and a half and the new owners are requesting rezoning to make it a medical office building. He stated the corridor is primarily administrative or corporate office buildings, and there are concerns with this change. He asked the Commission to oppose the rezoning because it fundamentally changes the building's use by introducing patient flow, patient care, and clinical space. He further explained this is not suitable for a corporate office setting and may drive away existing tenants. He mentioned if rezoning is approved and medical practices are allowed, that it could drive away other corporate tenants and Arizona Priority Care would likely not renew their lease. He stated the proposed rezoning would be disruptive due to the constant flow of patients and clarified that there are 32 medical specialties and staff has only listed 4 types. He stated mental health services or behavioral health services is not appropriate as this building backs to Desert Breeze Park with schools nearby and by introducing mental health services, could pose a public safety risk and is not appropriate for this location. He urged the Commission to consider these points.

VICE CHAIR KOSHIOL thanked the speaker and confirmed that Arizona Priority Care is located in the 585 building. She asked staff what buildings is the proposed request for.

BEN CERECERES, CITY PLANNER confirmed the request is for buildings 500 and 585.

CHAIRMAN HEUMANN asked staff if they had any comments in response to the speaker.

DAVID DE LA TORRE, PLANNING MANAGER explained when staff receives a request to allow medical uses in an existing building, it is reviewed based on potential impacts on the site and neighboring properties, such as traffic and parking. He stated for that reason, staff is proposing a stipulation to limit the types of medical uses. He further explained currently, both buildings allow general office use with a parking requirement of one space per 250 square feet and allowing all medical uses could increase parking demand and spill over onto the streets and adjacent properties. He stated this is the reason the proposal is limited to types of medical uses that are not as intense and there is a stipulation that requires a parking study to ensure compatibility with the original office use approved.

VICE CHAIR KOSHIOL confirmed there were no further questions or comments from the Commission Members.

CHAIRMAN HEUMANN confirmed there were no further speakers and announced these five items will remain on the Consent Agenda and will be voted on in one motion.

Consent Agenda and Discussion

1. May 1, 2024, Planning and Zoning Commission Meeting Minutes

Move Planning and Zoning Commission approve Planning and Zoning Commission meeting minutes of the Study Session of May 1, 2024, and Regular Meeting of May 1, 2024.

2. PLH23-0057 GUERRERO RESIDENCE

Request Rezoning from Agricultural District (AG-1) to Planned Area Development (PAD) for Single-Family Residential with reduced setbacks on approximately 3.35 acres located at 943, 953 and 963 N Mill Avenue, generally located ½ mile east of the southeast corner Kyrene and Ray roads.

Move Planning and Zoning Commission recommend approval of PLH23-0057 Guerrero Residence, Rezoning from Agricultural District (AG-1) to Planned Area Development (PAD) for Single-Family Residential with reduced setbacks, subject to the conditions as recommended by Planning staff.

Recommended Conditions of Approval:

1. Uses permitted on the property shall be those permitted in the Single-Family (SF-33) zoning district, except as modified by conditions herein.

2. Minimum setbacks shall be as provided below:

Property Line	Building Setback
Front Yard	20 ft.
Side Yard	10 ft. for each side
Rear Yard	10 ft.

3. Development standards in the City of Chandler Zoning Code for SF-33-Single Family District shall apply, except as modified by conditions herein.
4. Developer shall provide all required right-of-way dedications and/or easements as determined by the Development Services Director at the time of construction plan review.
5. Developer shall complete construction of all required off-site street improvements including but not limited to paving, landscaping, curb, gutter and sidewalks, median improvements and street lighting to achieve conformance with City codes, standard details, and design manuals.
6. Landscaping in all rights-of-way shall be maintained by the adjacent property owner. Additionally, hardscape improvements located behind the sidewalk and within the right-of-way shall be maintained by the adjacent property owner.

3. PLH23-0070 CHANDLER PALMS MEDICAL OFFICES

Request to amend existing Planned Area Development (PAD) zoning district by allowing Medical Office uses in addition to the uses currently allowed, which include Industrial, Office and Warehouse. The site consists of two (2) existing buildings located at 500 N Juniper Drive, generally located ½ mile north and west of Chandler Boulevard and McClintock Drive.

Move Planning and Zoning Commission recommend approval of Rezoning PLH23-0070 Chandler Palms Medical Offices, amending the existing PAD to allow medical office uses in addition to the uses currently allowed, subject to the conditions as recommended by Planning staff.

Recommended Conditions of Approval:

1. Development shall be in substantial conformance with exhibits and representation entitled "Chandler Corporate Center" kept on file in the City of Chandler's Planning Division in file No. PDP05-0009, modified by such conditions included at the time the exhibits were approved by City Council and/or as thereafter amended, modified or supplemented by the City Council.
2. Uses permitted shall be limited to light industrial, general office, and warehouse. Additionally, medical uses, such as but not limited to counseling services and medical

specialists, shall be permitted subject to providing a parking study that demonstrates the services provided generate a parking demand that does not exceed one (1) space per two hundred and fifty (250) square-feet. More intense medical uses such as but not limited to general practitioners, pediatricians, dental and optometrists shall be prohibited.

3. All employees and clients shall park on-site.
4. The site shall be maintained in a clean and orderly manner.
5. The landscaping in all open-spaces shall be maintained by the property owner or property owners' association, and shall be maintained at a level consistent with or better than at the time of planting.

4. PLH24-0004 THE FORUM

Request Use Permit time extension for a Series 6 Bar license and an Entertainment Use Permit for live music inside and on an outdoor patio. The business is located at 2301 S Stearman Dr, generally located south of the southwest corner of Gilbert Rd and Germann Rd.

An Addendum Memo was presented to the Commission, Planning staff received correspondence from residents after the staff memo was distributed regarding the proposed Use Permit and Entertainment Use Permit. Additionally, the Applicant agreed to modify condition #10, limiting the hours of operation of amplified live music and entertainment.

Move Planning and Zoning Commission recommend approval of PLH24-0004 The Forum, a Use Permit time extension for a Series 6 Bar license and an Entertainment Use Permit time extension for live music inside and on an outdoor patio, subject to the conditions as recommended by Planning staff.

Recommended Conditions of Approval:

1. Expansion or modification beyond the approved exhibits (Site Plan, Floor Plan and Narrative) shall void the Use Permit and require a new Use Permit application and approval.
2. The Use Permit is non-transferable to any other location.
3. This Use Permit approval is solely for a Series 6 Bar license.
4. Expansion or modification beyond the approved exhibits (Site Plan, Floor Plan and Narrative) shall void the Entertainment Use Permit and require a new Entertainment Use Permit application and approval.
5. The Entertainment Use Permit is non-transferable to any other location.

6. The site shall be maintained in a clean and orderly manner.
7. No noise shall be emitted from external speakers or live entertainment in such a manner that exceeds the general level of noise by uses outside the premises of the business and disturbs adjacent businesses and residential areas.
8. Music shall be controlled so as to not unreasonably disturb area residents and shall not exceed the ambient noise level as measured at the commercial property line.
9. The establishment shall provide a contact phone number for a responsible person (i.e. bar owner and/or manager) to any interested neighbors or property owners to resolve complaints quickly and directly.

Note: Stipulations #10 was added on the Addendum Memo presented to Planning and Zoning Commission this date:

10. Amplified live music and entertainment on the patio may occur from 10 a.m. to 9 p.m. Sunday through Thursday and from 10 a.m. to 11 p.m. Friday and Saturday. Non-amplified live music and entertainment on the patio may occur from 8 a.m. to 10 p.m. Sunday through Thursday and from 8 a.m. to 11 p.m. Friday and Saturday
11. The Entertainment Use Permit shall remain in effect from the date of Council approval.
12. The Use Permit does not override any State liquor licensing requirements. The applicant must comply with all regulations that pertain to the liquor license.

5. PLT23-0039 CHANDLER INNOVATION CENTER

Request for Preliminary Plat on approximately 23.45 acres, located 1/4 mile south of the southeast corner of Arizona Avenue and Germann Road.

Move Planning Commission recommend approval of Preliminary Plat PLT23-0039 Chandler Innovation Center, per Planning staff recommendation.

Recommended Conditions of Approval:

1. Approval by the City Engineer and Planning Administrator with regard to the details of all submittals required by code or condition.

Consent Agenda Motion and Vote

COMMISSIONER BARICHELLO moved to approve the Consent Agenda of the May 15, 2024, Regular Planning and Zoning Commission Meeting with stipulations presented by staff and modified stipulation #10 on Item No. 4; Seconded by COMMISSIONER QUINN.

Motion carried unanimously. Chair Heumann recused from the vote on Item No. 5.

Action Agenda Item No. 6 and Discussion

6. ELECTION OF OFFICERS

Move Planning and Zoning Commission elect a Chair and Vice Chair of the Planning and Zoning Commission.

VICE CHAIR KOSHIOL nominated Rick Heumann to serve as Chair.

CHAIRMAN HEUMANN nominated Sherri Koshiol to serve as Vice Chair.

Action Agenda Item No. 6 Motion and Vote

VICE CHAIR KOSHIOL moved for Rick Heumann to serve as Chair; Seconded by COMMISSIONER BARICHELLO.

Motion carried unanimously (6-0).

CHAIRMAN HEUMANN moved for Sherri Koshiol to serve as Vice Chair; Seconded by COMMISSIONER QUINN.

Motion carried unanimously (6-0).

Member Comments/Announcements

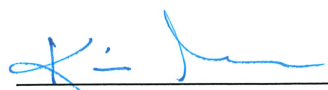
CHAIRMAN HEUMANN wished everyone a great Memorial Day Weekend.

Calendar

The next regular meeting will be held on Wednesday, June 5, 2024, in the Chandler City Council Chambers, 88 E. Chicago Street, Chandler, Arizona.

Adjourn

The meeting was adjourned at 5:42 p.m.



Kevin Mayo, Secretary

Rick Heumann, Chairman

**City Council Memorandum Management Services Memo No. MS 24-106**

Date: June 24, 2024
To: Mayor and Council
Joshua H. Wright, City Manager
Thru: Dawn Lang, Deputy City Manager - CFO
Kristi Smith, Financial Services Director
From: Christina Pryor, Procurement & Supply Senior Manager
Subject: Contracts and Agreements Administratively Approved, Month of May 2024

Background/Discussion

On November 7, 2022, City Council adopted Ordinance No. 5030 amending the Code of the City of Chandler, Chapter 3, raising the threshold for Council approval of contracts and agreements for materials, services, equipment, and construction from \$50,000 to \$100,000. The threshold for Council approval of contracts and agreements for professional services was raised from \$30,000 to \$100,000. The changes allow contracts and agreements valued less than \$100,000 to be approved administratively. As part of the changes, Council requested a monthly summary of contracts and agreements approved under the newly adopted thresholds that would have required Council approval under the previous thresholds. The attached report summarizes the administratively approved contracts and agreements for materials, services, equipment, and construction valued between \$50,000 and \$99,999, and professional services valued between \$30,000 and \$99,999.

Attachments

Contracts and Agreements Administratively Approved

Informational Procurement Council Item – May 2024 Administrative Approvals

Administrative Approval of Contracts and Agreements for Materials, Services, Equipment and Construction Valued Between \$50,000 and \$99,999 and Professional Services Valued Between \$30,000 and \$99,999

Agreement No.: PW3-925-4631

Subject: Water System Upgrade Program

Contractor: Hazen and Sawyer, P.C.

Value: \$86,720.00

Notes: Amendment to add CMAR services to the scope of the agreement.

Agreement No.: CS4-200-4765

Subject: Recreation Program Apparel, City Branded Apparel

Contractor: Snider Sports & Apparel, LLC

Value: \$80,000.00

Notes: For the purchase of recreation program apparel City Branded Apparel

Agreement No.: CA2204.271

Subject: City Hall Parking Lot and Alley Improvements

Contractor: Entellus, Inc.

Value: \$37,183.00

Notes: Post design services to include pre-construction assistance, engineering or architectural design services during construction, and record drawings.

Agreement No.: WA2103.252

Subject: Pecos Surface Water Treatment Plant Scada Upgrade

Contractor: Archer Western Construction

Value: \$74,305.00

Notes: Pre-Construction services agreement to include project kickoff, design meetings, GMP Review/Negotiation Meetings, development of preliminary construction schedule & phasing plans, equipment plan, utility design review and comment, maintenance op plant operations, subcontractor selection plan, GMP preparation and submission.

Agreement No.: PR2109.202

Subject: Pine Shadows Park Improvements

Contractor: Dig Studio, Inc.

Value: \$97,731.00

Notes: Consultant to provide services for design documents for the enhancement of Pine Shadows Park, located at 5300 N. Galveston St. Park design may include, but not limited to, walking paths, inclusive play, picnic areas, and other associated functions. A refresh of existing park program and features is also anticipated.

Agreement No.: PR2102.202

Subject: Snedigar Sportsplex West Restroom Replacement

Contractor: Huitt-Zollars, Inc.

Value: \$51,470.00

Notes: Consultant to provide services for the design for a new restroom building at the Snedigar Sportsplex located at 4500 S. Basha Road. The existing restroom building in the ballfield complex will be removed and a new restroom will be constructed at the same location, along with associated utility connections, and sidewalk reconstruction to ensure accessibility compliance in the general vicinity of the new restroom building. The project

will also include new lighted ramadas at the existing storage/ overlook building utilizing a design previously completed in the park's last phase of development.

Agreement No.: ST2101.401

Subject: Detroit Basin Gazelle Meadows Park Storm System & Associated Improvements

Contractor: Achen Gardner Construction, LLC

Value: \$95,078.15

Notes: Change Order #2. Additional funds are necessary to modify the sewer bypass setup meant to accommodate the sewer main and 4 services located at Erie Street, between Exeter Street and Hamilton Street. Modification includes incorporating six additional, unforeseen sewer services. Two of these services serve multi-unit facilities. No time extension is requested.

Agreement No.: PR2206.251

Subject: Pickleball Courts at Tumbleweed Park

Contractor: Hunter Contracting Company

Value: \$95,095.63

Notes: CM@Risk pre-construction services to include project kick-off meeting, stakeholders and public agencies meetings, project/design meetings, value engineering review meetings, utility coordination meetings, comment resolution meetings, GMP review/negotiation meetings. Consultant will develop preliminary construction schedule and phasing plans.

Agreement No.: ST2110.452

Subject: City of Chandler Video Detection Cameras

Contractor: Dibble CM, LLC

Value: \$41,890.00

Notes: Bid items added to compensate the consultant for the costs associated with additional inspection and administrative services as well as the preparation and management of materials for contractor cost negotiations and potential legal remedies. Additional efforts will be measured via Time and Material tracking.

Agreement No.: SW2401.101

Subject: Solid Waste Closed Landfill - Engineering Services

Contractor: Tetra Tech BAS, INC.

Value: \$49,000.00

Notes: Consultant will provide services for the sampling and soil testing, analysis, design, review of documents, recommendations, regulatory assistance, reports, and other engineering services for the Paseo Vista Recreation Area and Landfill, located at 3850 S. McQueen Road.

Agreement No.: PR2205.271

Subject: Brooks Crossing Park Improvements

Contractor: Logan Simpson Design, Inc.

Value: \$37,704.70

Notes: Post design services to include pre-construction assistance, landscape architectural design services during construction, subconsultant special inspections during construction, record drawings.

Contracts or Agreements with Significant (+50%) Price Changes Valued Between \$50,000 and \$99,999

Agreement No.:

Subject:

Contractor:

Value:

Notes:



City Council Memorandum Management Services Memo No. 24-110

Date: June 24, 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

June 27, 2024

Special Event Liquor and Extensions of Liquor Premises Approvals

Special Event Liquor Licenses

Organization Name: Downtown Chandler Community Foundation

Applicant: Rebecca Hill

Event Details: Downtown Chandler Oktoberfest, Friday, September 27, 2024 from 3:00 p.m. until 10:00 p.m. and Saturday, September 28, 2024 from 1:00 p.m. until 10:00 p.m.

Location: Dr. A.J. Chandler Park- Stage Plaza, 178 E. Commonwealth Avenue

Temporary Extensions of Liquor License Premises

N/A

Permanent Extensions of Liquor License Premises

N/A